

1. Agenda

Documents: [4.15.15.DOC](#)

2. Approval Of March 18, 2015 Meeting Minutes

Documents: [TSE MEETING NOTES 3 18 15.PDF](#)

3. Committee Updates/Input Sought: (No Public Comment Will Be Taken)

3.I. MTA/MaineDOT Annual Project Presentation

Documents: [MTA MAINEDOT.PDF](#)

4. Action Items: (Public Comment Will Be Taken On These Items)

4.I. List Of Pesticide Task Force Members

Documents: [PESTICIDE TASK FORCE.PDF](#)

4.II. Use Of Sustainable Transportation Funds

Documents: [SUSTAINTRANSPORTFUNDMEMO.PDF](#)

4.III. Transportation Network Companies (TNC)

Documents: [TRANSPORTATION NETWORK COMPANIES.PDF](#)

4.IV. Franklin Street

Documents: [FRANKLIN ST SCHEDULE.PDF](#), [FRANKLIN STREET.PDF](#)

5. Executive Session

Pursuant to 1 M.R.S.A. 405(6)(C) and (F) and 5 M.R.S.A. 13119-a, the Committee will go into executive session to discuss the real estate negotiations for the possible purchase of land on Warren Avenue to give guidance to staff.

CITY OF PORTLAND, MAINE
The Transportation, Sustainability and Energy Committee

Transportation, Sustainability and Energy Committee

DATE: 4/15/2015
TIME: 5:30 PM
LOCATION: Room – Council Chambers
City Hall

AGENDA

1. Approval of March 18, 2015 Meeting Minutes
2. Committee Updates/Input Sought: (No Public Comment will be taken)
 - A. MTA/MaineDOT Annual Project Presentation
3. Action Items: (Public Comment will be taken on these items)
 - A. List of Pesticide Task Force Members
 - B. Use of Sustainable Transportation Funds
 - C. Transportation Network Companies (TNC)
 - D. Franklin Street
4. Executive Session

Pursuant to 1 M.R.S.A. 405(6)(C) and (F) and 5 M.R.S.A. 13119-a, the Committee will go into executive session to discuss the real estate negotiations for the possible purchase of land on Warren Avenue to give guidance to staff.
5. Adjourn

Councilor David A. Marshall, Chair
Councilor Jon Hinck, Vice Chair
Councilors Justin Costa and Kevin Donoghue

CITY OF PORTLAND, MAINE

Standing Committee on Transportation, Sustainability and Energy

Councilor David Marshall (D2), Chair

Councilor Jon Hinck (A/L), Vice Chair

Councilor Kevin Donoghue (D1)

Councilor Justin Costa (D4)

March 18, 2015

Meeting Minutes

Attendees: Chair David Marshall, Councilor Kevin Donoghue, Councilor John Hinck, Councilor Justin Costa, Michael Bobinsky, Danielle West-Chuhta, Jeremiah Bartlett, John Perverada, Bruce Hyman, Melissa Graffam, Adam Lee, Troy Moon, Ethan Owens, Kathi Earley

1. Approval of February 18, 2015 Meeting Minutes

Motion made by Councilor Donoghue to approve said meeting minutes. Seconded by Councilor Costa. Motion Passed 4-0.

2. A. “Pop-up Park” on Federal Street – Requested by Press Hotel

The owners of the Press Hotel are requesting permission to close Federal Street between Exchange Street and Market Street to establish a temporary park from June to mid-October. The park would be called Federal Street Folly. Jim Brady, a businessman in Portland, got interested in this concept during a recent visit to Montreal, Canada. See this as an “Urban Forest”. Shawn Irish noted that they presented this concept to the Portland Downtown District and the outcome was favorable.

Councilor Hinck asked about the budget/costs associated with this park, along with who would be policing and doing trash pick-up. Mr. Brady said that they are still working out those details.

Troy Moon mentioned that the Police Department would monitor this park like any other park in the City. He agreed that the trash pick-up has not been discussed.

Councilor Costa asked if the venues that will be performing if there will be fees associated with it. Mr. Irish said that there would not be any fees. People passing by would be able to sit and enjoy the performers. Councilor Costa also mentioned that he sees this a pilot project; and the possible frame work for any other pop-up parks that may get presented.

Councilor Marshall asked about insurance, calculation of fees from lost revenue from the metered spaces and fees for the area. Troy Moon said that they are still in the process of working out the fees. In regards to insurance, the Press Hotel would have to have it, just like any other applications for events we receive in the City.

This concept was supported by the Committee and they recommended staff to forward this the City Council.

3. A. Cemetery Ordinance

Communication Item

3. B. Pesticides Proposal Update

Adam Lee from Corporation Counsel presented the information that was requested by Councilor Marshall. The request was for pesticide use and local regulations to be researched and the information to be provided in order for the committee to determine what steps they would like to take regarding this issue.

Some of the questions that came up and that the Committee may want to think about is the following: Would you want an ordinance? Would this be for private or public properties? What chemicals do you want to include? What uses are you looking to exempt? What types of penalties to enforce? It was also noted that this would not be the easiest ordinance to enforce.

Troy Moon said that as of right now the city uses pesticides on the curbs in the Portland Downtown District, traffic islands and on invasive species. We try to use as little as we can in the City. Staff feels that it would be problematic to not use any at all.

Councilor Marshall said his intent is to work on an ordinance for the city.

The Committee took public comment.

Donna Herzig, Portland Resident – For the last three (3) years she has been working with the pesticide problem in Portland. Her neighbor started spraying in her yard and she noticed that the bees started dying. Herbicides/Pesticides cause physical issues to the human body. Happy to see this becomes an ordinance.

Jesse O'Brien, Portland Resident – Concerned about this ordinance. Pesticides belong in many organizations, although he is also concerned with overuse and misuse of the products. Not using pesticides can cause unattended consequences. An example is a Connecticut school banned pesticides on a K-8 field. Then they couldn't use the field due to the field grubs that feed on the roots of the field, which then attracted vermin. They have not been able to control them and now they need to replace the fields.

Sally Trice, Portland Resident – Supports this along with private restrictions. They have been known to cause harm to animals and children, along with many health issues associated with pesticides. Would like to see the sale of it banned in the city of Portland.

Councilor Costa feels a task force or advisory committee should be created to gather information and get public input.

Councilor Donoghue also asked about items sold at the Farmer's Market. Troy Moon said he would look into this.

Councilor Marshall said he will work staff to get staff resources and volunteers for a task force.

3. C. State and High Streets Update/Communications

Communication Item

3. D. PACTS Unified Planning Work Program 2016-2017

Committee agreed with the two items that staff brought forward. They are Transforming Forest Avenue, Phase II and the Portland Traffic Signal System Assessment and Implementation Plan.

Portland, Maine



Yes. Life's good here.

Michael J. Bobinsky
Director of Public Services

To: Members of the Transportation, Energy and Sustainability Committee
From: Michael J. Bobinsky, Director of Public Services
Date: April 10, 2015
Subject: MTA/MaineDOT Annual Project Presentation

MTA/MaineDOT staff will be bringing copies to the Committee on the day of the meeting. This item will be posted on the website on Monday, April 13, 2015.

Portland, Maine



Yes. Life's good here.

Michael J. Bobinsky
Director of Public Services

To: Members of the Transportation, Energy and Sustainability Committee
From: Troy Moon, Environmental Programs/Open Space Manager
Date: April 10, 2015
Subject: List of Pesticide Task Force Members

Staff will be bringing this memo to the Committee on the day of the meeting, Wednesday, April 15, 2015.



Jeff Levine, AICP
Director, Planning & Urban Development Department

April 18, 2015

To: Councilor Marshall, Chair, TS&E Committee; Councilor Hinck, Vice Chair;
Councilor Donoghue and Councilor Costa

From: Bruce Hyman, Transportation Program Manager

Re: Sustainable Transportation Fund

Overview

In 2010, the Portland City Council adopted a fee-in-lieu of parking provision in the city ordinance (Sec. 14-345) for non-residential zones on the peninsula. It also adopted provisions for a Sustainable Transportation Fund to administer the funds generated by the fee in lieu and other sources (voluntary contributions, grants, etc). Geographic sub-districts (3 on the peninsula) were developed to guide distribution of the funds in proximity to the location where the funds were actually generated. Funds are to be used within 10 years. The ordinance specifies that annually the Transportation, Sustainability and Energy Committee shall recommend and refer an appropriations schedule for the use of the funds to the full council for their action.

In December 2014, the first deposit of \$83,700 was made into the Sustainable Transportation Fund from Avesta Housing's 409 Cumberland Avenue project. Other contributions are expected later this year or early next year.

Permitted Expenditures

Two categories of expenditures are defined in the ordinance: 1) funds that are derived from the fee-in-lieu of parking and 2) funds deposited from other sources. Language from the ordinance is guiding regarding permitted expenditures based upon source.

"Sec. 14-346.2 (b) *Permitted expenditures of the fund.*

The Sustainable Transportation Fund may only be expended on the activities as described below:

1. Funds collected as ***fees in-lieu of parking*** shall be expended toward capital transportation improvements on the Portland Peninsula. Such capital improvements shall include but are not limited to the following:

a. Parking Infrastructure

i. Shared-use, publicly accessible parking facilities;



Jeff Levine, AICP

Director, Planning & Urban Development Department

- ii. Publicly accessible bicycle racks and bicycle parking shelters;
 - b. Transit Capital Improvements and Expenses
 - i. Bus shelters, bus turnouts, transit signage and other transit amenities;
 - ii. Buses and transit vehicles;
 - iii. Transit and transportation information systems;
 - iv. Fixed guide way and/or rail transit systems;
 - c. Pedestrian and Bicycle Infrastructure
 - i. Multi-use trails, and non-vehicular transportation corridors;
 - ii. Pedestrian infrastructure and amenities located on publicly accessible rights of way including, but not limited to crosswalks, signalization, landscaping, street furniture, wayfinding signage, traffic calming, and lighting;
 - iii. New public sidewalks and new bicycle lanes along publicly accessible rights of way or corridors where such facilities are not previously provided;
 - d. Other such improvements intended to enhance transportation choice and promote transit and non-automotive transport on the Portland Peninsula.
2. Funds collected or appropriated ***by means other than from a fee in-lieu of parking*** may be used for any of the capital transportation improvements listed above in (b)(1), and for any of the following uses:
- a. Transportation Demand Management Program administration;
 - b. On or off-peninsula transit and/or nonautomotive transportation capital or operating expenses;
 - c. Transit and/or non-automotive transportation promotion and education material; and
 - d. Other such programs or improvements intended to enhance transportation choice and promote transit and non-automotive transport for the City of Portland.”

The map of the 3 approved Sustainable Transportation Fund Sub-districts is included in this packet.



Jeff Levine, AICP
Director, Planning & Urban Development Department

Proposed Sustainable Transportation Fund Appropriations Plan

Where funds are currently available or expected in the near future, an “up to” amount of authorization is sought for individual initiatives with an overall “not to exceed” amount. This would enable staff to respond flexibly as circumstances and opportunities arise.

Western Sub-District: No existing funds; no known future expected funds.

Central Sub-District: \$83,700 existing funds (December 2015); no known future expected funds.

Proposed for Approved Expenditures – not to exceed \$83,700 total.

Congress Street Bus Priority Corridor Project – up to \$40,000 to supplement existing CIP funds.

The full build out of the project requires phasing due to cost estimates exceeding capital funds.

Supplemental funds would allow additional sidewalk and curb ramp work to be constructed locations with poor conditions.

This project ‘prioritizes’ bus travel and access on Congress Street by:

- converting multiple bus stops to in-lane bus stops by constructing curb extensions
- adding bus shelters
- removing traffic signals at Casco and Brown Streets
- reconstructing curb ramps and sidewalks to achieve ADA-accessibility at bus stop/bus route locations.

Cumberland Avenue Sidewalk and Lighting – up to \$40,000 to supplement existing CIP and CDBG funds.

The original scope of work can be accomplished with the existing funds (approximately \$475,000). Based upon Crosswalk Committee and Bayside neighborhood input, the pedestrian crossings at three locations are deemed very important to improve to increase pedestrian safety across Cumberland Avenue to the downtown.

Supplemental funds would allow 2 additional enhanced crosswalks to be built that were designed but are not currently in the base bid, but are ‘Bid Alternates’ should additional funding be found or bid prices lower than estimated. (This Cumberland Avenue project directly abuts and benefits the housing project that is contributing the requested STF appropriation.)



Jeff Levine, AICP
Director, Planning & Urban Development Department

Spring Street Re-design – up to \$40,000 should bids due in June exceed existing funds.

The 2015 project will implement the first phase of the Spring Street Master Plan, intending to create a more standard urban street that is more pedestrian-oriented and help stimulate private development. The Phase I project has been scaled back to meet the existing budget target and focuses on: removal of the median; making intersections much more compact and pedestrian-oriented; replacing outdated traffic signal equipment; and enhancing other pedestrian crossings by significantly reducing crossing distances.

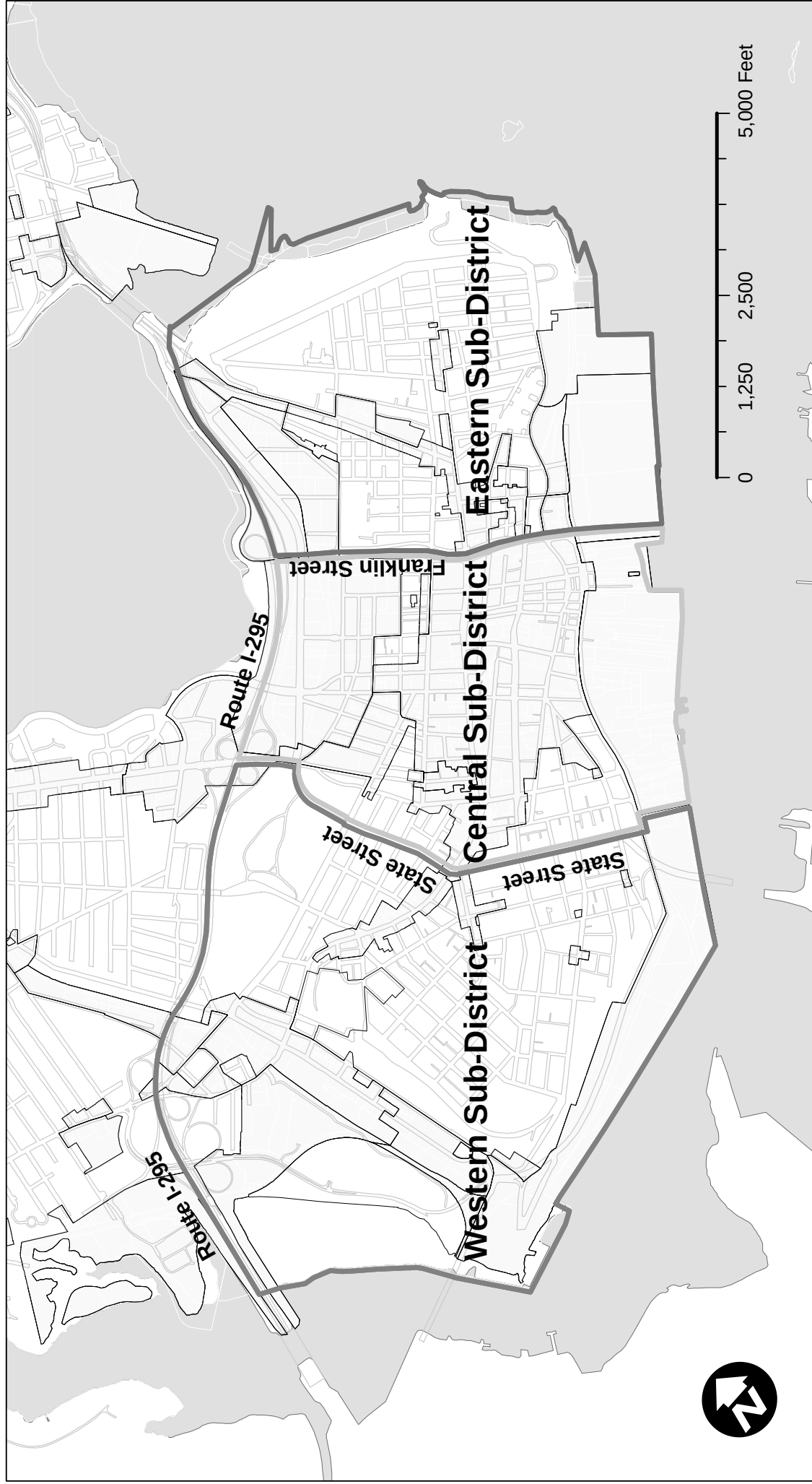
Authorization is sought for up to \$40,000 in supplemental funds should the bids to be opened in June exceed estimated costs. These funds would be applied to eligible activities under the STF guidelines. This would necessitate a reduction in the amount applied to the above listed requests.

Eastern Sub-District: No existing funds; \$80,000 anticipated in late 2015 or 2016 (134 Washington Avenue, Avesta Housing.)

Proposed for Approved Expenditures – not to exceed \$80,000 total.

DPS and Planning/Transportation Division staff have been working on a concept plan to increase pedestrian and traffic safety in the vicinity of the Fox-Walnut Streets at Washington Avenue intersection as well as to re-locate/enhance the 2 bus stops in coordination with METRO. Staff have been working with Avesta Housing to build upon (and extend) the modifications required as part of their site plan approval along their project's frontage to the NW corner of Fox-Washington Avenue. Other parts of the concept plan would be implemented as other funding become available.

Authorization is sought for expending up to the full amount of \$80,000 should the STF funds become available in 2015. The total costs for the anticipated modifications to the intersection exceed \$100,000. The estimated cost for the extension of the work from the 134 Washington Avenue frontage to Fox Street is up to \$20,000. . (This project directly abuts and benefits the housing project that is contributing the requested STF appropriation.)



Map produced by the City of Portland Planning Division from GIS Program 2006 data. Fee In-Lieu of Parking ordinance is program is intended for application on the Portland Peninsula, south of Rte 295 only, February 2010.



Portland Peninsula Fee In-Lieu of Parking Sub-District Map - Planning Board Recommendation

CITY OF PORTLAND

MEMORANDUM

TO: Chairman Marshall and Members of the Portland Transportation, Sustainability & Energy Committee
CC: Sheila Hill-Christian, Acting City Manager
FROM: Danielle P. West-Chuhta, Corporation Counsel 
DATE: April 8, 2015
RE: Uber Transportation Services Follow-up

Since the Transportation, Sustainability & Energy Committee (the "Committee") met in January, I have researched your questions, and met and worked with Uber regarding the proposed draft ordinance.

Please note that an Uber Re-presentative will be present at the April meeting to discuss this issue and answer any questions. Uber has also provided additional materials which are attached hereto (see Exhibits C and E).

The following is a list of the Committee's questions at your last meeting and responses to those questions.

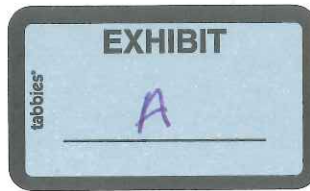
- 1) **Surge Pricing:** Should the proposed ordinance regulate "Surge Pricing"? This issue could be addressed with two potential amendments to the proposed ordinance (see attached Exhibit A, addition to definition, § 30-16; and §30-17B). More specifically, a definition of Surge Pricing could be added and a prohibition on Surge Pricing during statewide declared Emergencies, Emergency Snow Bans in the City or "any other public safety emergency," could also be added to the draft Ordinance (see id).

Please note that Uber representatives will be present at the Committee's April meeting to discuss this issue in more detail and the potential impacts on its business model. They also have provided these additional materials for your reference (see attached Exhibit C).

- 2) **Alternative Ordinance:** As requested, a simpler alternative ordinance regulating TNCs as Liveries under existing rules for Liveries in Chapter 30, is attached hereto (Exhibit A, labeled as Option 1), and has been posted on the City web site.
- 3) **Is there a potential for Taxi and TNC combined licenses?:** Both draft ordinance options (attached hereto as Exhibits A and B) would not allow a driver to simultaneously be a taxi driver (take hails) and an Uber or other TNC driver (using his or her app to obtain fares); See attached Exhibit A; §30-16, "Livery," not permitted in Option 1, and §30-17. This, of course, could be amended at the Committee's direction.

- 4) Insurance Requirement?:** A bill currently under consideration at the Legislative Committee on Transportation, LD982 "An Act Requiring a Permit and Motor Vehicle Liability Insurance for Transportation Network Companies" (see attached Exhibit D) was given a public hearing on April 7 and will be voted on soon. City staff does not recommend moving forward until review of this bill is complete, given its impact on any ordinance's insurance requirements.
- 5) Physical Presence in City Required?** Currently a physical presence in the city is not required under either draft of the proposed ordinance. The language, however, has been amended to add a requirement in both draft ordinances that a TNC business be licensed in Portland. See §30-17B (b) in Exhibit A.
- 6) Additional Materials Provided By Uber:** Materials attached hereto as Exhibit C have been provided by Uber and address background checks and insurance requirements. Additionally, another draft ordinance (attached as Exhibit E and labeled Option 3) has been provided, along with examples of temporary operating agreements (attached as Exhibit F) used to address municipal concerns in other cities throughout the country. I will be present at your April meeting to discuss these materials in more detail.
- 7) Additional Issues Brought Up By City Staff:**
1. Is visible Uber signage being required on the outside of vehicles?: Yes, signage is required: see §30-17B (a)(1);
 2. Are annual inspections/background checks required?: Yes, annual inspections are required: see §30-17B (c); and
 3. Is it clear that the existing taxi/livery rules and regulations apply to Uber and its drivers. Yes, the rules and regulations apply to all TNCs: see §30-17B.

City of Portland
Code of Ordinances
Sec. 30-1



Vehicles for Hire
Chapter 30
Rev. 9-16-10

1ST OPTION

DRAFT

Chapter 30 VEHICLES FOR HIRE*

*Cross reference(s)--Operation of buses in parks, § 18-20; streets, sidewalks and other public places, Ch. 25; traffic and motor vehicles, Ch. 28.

Art. I. In General, §§ 30-1--30-15

Art. II. Taxicabs, §§ 30-16--30-38.5

Div. 1. Generally, §§ 30-16--30-30

Div. 2. Licenses, §§ 30-31--30-38.5

Art. III. Horse-Drawn Cabs, §§ 30-39--30-74

Div. 1. Generally, §§ 30-39--30-41

Div. 2. Licenses, §§ 30-42--30-46

Div. 3. Operating Requirements, §§ 30-47--30-74

Art. IV. Bicycle Cabs, §§ 30-75--30-92

Div. 1. General Provisions, §§ 30-75--30-76

Div. 2. Licenses, §§ 30-77--30-91

Div. 3. Operating Requirements, §§ 30-82--30-92

ARTICLE I. IN GENERAL

Sec. 30-1. Reserved.

Sec. 30-2. Reserved.

Sec. 30-3. Reserved.

Sec. 30-4. Reserved.

Sec. 30-5. Applicability to transportation of disabled persons.

This chapter shall not apply to any vehicle used for the transportation of passengers for hire which meets each and every one of the following requirements:

(a) The vehicle is equipped with a ramp or lift mechanism designed to accomplish wheelchair access;

(b) The vehicle, at all times when used for hire, is

transporting one (1) or more physically disabled persons; provided, however, not all persons within the vehicle need be physically disabled provided they are accompanying a physically disabled person;

- (c) The vehicle is designed and operated to provide only non-emergency transportation to passengers who are wheelchair-bound or otherwise restricted in mobility due to physical incapacity, injury, sickness or other medical or age-related reason. For purposes of this chapter, non-emergency medical transportation vehicles are taxicabs, except that any motor vehicle utilized by a regional or nationally affiliated transportation agency that is registered and in good standing as a Maine non-profit corporation or is a public state or local agency, and that performs a background check on its drivers shall be excluded from this definition and the provisions of Article II. Any person or business who is unlicensed and claims to qualify for this exception bears the burden of proof to demonstrate that the exception is applicable; and

- (d) The vehicle is operated for hire only by prearrangement.

Any doubt as to the applicability of the exemption created by this section shall be resolved against the application of this section. Any vehicle operated for hire, although designed for handicapped use, when not so used, shall be subject to the applicable provisions of this chapter.

(Ord. No. 534-86, 5-5-86; Ord. No. 286-07/08, 6-16-08)

- Sec. 30-6. Reserved.
Sec. 30-7. Reserved.
Sec. 30-8. Reserved.
Sec. 30-9. Reserved.
Sec. 30-10. Reserved.
Sec. 30-11. Reserved.
Sec. 30-12. Reserved.
Sec. 30-13. Reserved.
Sec. 30-14. Reserved.
Sec. 30-15. Reserved.

ARTICLE II. TAXICABS; LIVERIES*

*Cross reference(s)--Operation of buses in parks, § 18-20; streets, sidewalks and other public places, Ch. 25; traffic and motor vehicles, Ch. 28.

DIVISION 1. GENERALLY

Sec. 30-16. Definitions.

Terms used in this article shall have their common meanings except that the definitions set forth in chapter 15 or in this section shall apply unless the context clearly indicates that a different meaning is intended.

Compensation means delivering or providing any money, item of value, credit card charge slips, payment through any digital platform, other pecuniary consideration or compensation, reward, donation, tip or any other remuneration, whether such is paid voluntarily or upon solicitation, demand, request, contract, agreement or as a surcharge.

Digital platform means an electronic application or app, a website, or any other electronic system accessible by the members of the public by cell phone, computer or other electronic device to conduct financial transactions and other business.

Director means the designee of the city manager.

Disqualifying criminal offense means and include any conviction for any criminal offense punishable by imprisonment for any period of time, whether or not the sentence was imposed or served, but shall not include any conviction which is shown to have been set aside on appeal or collaterally, or for which a pardon, certificate of rehabilitation, or the equivalent under the law of the sentencing jurisdiction has been granted.

For hire means the transportation for compensation of passengers.

License inspector means and includes any person designated by the director to perform inspections of taxicabs or liveryes.

Limousine means any vehicle designed to carry 5 or more

passengers behind the driver's seat which is of a type customarily designated as a luxury "stretch limousine" and is used for the transportation of passengers for hire solely on a reserved hourly or flat rate basis.

Livery, except as provided in section 30-17A below, means any motor vehicle designed to carry ~~3--~~ 2 or more or more passengers behind the driver's seat, including, but not limited to, a multi-passenger van or bus, which is used for the transportation of passengers for hire reserved on a prior reserved set hourly, or flat rate basis, arranged by telephone or through any digital platform by a TNC, for an agreed upon rate. Livery vehicles whether run by a Maine business or by a TNC shall not be available for hire on a "hail" or walk-up basis by passengers on the street and shall not include a limousine.

Metered zone means and includes the Cities of Portland, other than Peaks Island, South Portland and Westbrook and the Towns of Cape Elizabeth, Falmouth and Scarborough.

Surge pricing means an increase the regular charge for a prearranged ride from a Livery based on an increase in demand for rides.

Transportation Network Company or TNC means a company that organizes a network of drivers who provide prearranged rides using a digital platform that connects passengers with a driver and also allows for payment of the charges for the rides through a digital platform.

Taxicab means and includes any motor vehicle used for the transportation of passengers for hire, the destination and route of which are under the direction and control of the passengers; except that the provisions of this article shall not apply to a motor vehicle licensed by another municipality to operate as a taxicab or other vehicle for hire which is operated within the City of Portland in response to:

- (a) A call to convey a passenger from the city to such other municipality; or
- (b) A request to convey a passenger from the city to such other municipality when such request is made at the point of delivery in the city of a passenger from such other municipality; or

- (c) A request to convey a passenger from such other municipality to the city.

"Taxicab" does not include a limousine or livery vehicle as defined above, or a vehicle which operates solely on a fixed schedule and route such as, but not limited to, a bus.

To operate means and includes to drive, or regularly to cause, induce, permit or suffer another to drive, whether or not such other person acts in the capacity of an agent, servant, employee, lessee or independent contractor.

(Code 1968, § 902.2; Ord. No. 231-80, 12-22-80; Ord. No. 303-92, 4-6-92; Ord. No. 231-99, 3-15-99; Ord. No. 57-04/05, 10-4-04; Ord. No. 294-04/05, 6-20-05; Ord. No. 286-07/08, 6-16-08; Ord. No. 188-08/09, 4-6-09; Ord. No. 26-10/11, 8-16-10)

Cross reference(s)--Definitions and rules of construction generally, § 1-2.

Sec. 30-17. Applicability.

(a) All provisions of this Article shall apply to taxicabs and liveries which operate between any of the municipalities within the metered zone and the city, except that livery vehicles shall not be required nor allowed to have taximeter and the provisions of section 30-21 shall not apply to liveries. This article shall not apply to the Casco Bay Islands except as provided herein for Peaks Island.

(b) Limousines operating within the city or based in the city are exempt from the provisions of this Article.

(c) Livery operators which hold a current interstate operating authority from the Federal Motor Carrier Safety Administration and the liveries covered by such interstate operating authority are exempt from this Article. Failure to have a written prior reservation record at the time of pick-up, drop-off or conveyance of a passenger creates a rebuttable presumption that the vehicle and operator are required to be licensed as a taxicab under this Article. No livery shall operate as a taxicab nor accept passengers on a "hail" or walk-up basis, except as provided herein for a Peaks Island livery, even if such livery is covered by interstate operating authority or is licensed as a livery under this Article.

(Ord. No. 57-04/05, 10-4-04; Ord. No. 188-08/09, 4-6-09)

Sec. 30-17A. Service on Peaks Island.

(a) A vehicle providing transportation for hire services exclusively on Peaks Island, the destination and route of which are under the direction and control of the passengers, must be licensed as a livery hereunder and driven by a licensed livery driver. Such vehicle and driver shall comply with all requirements of this ordinance, except as follows:

- (1) Vehicle signage shall be on both front doors of the vehicle, stating the company name and "Peaks Island Livery Only"; the vehicle shall be licensed to operate solely on Peaks Island;
- (2) The vehicle license fee shall be one-half of the regular license fee for a livery vehicle. All other fees shall be the same;
- (3) The Peaks Island livery shall be available for hire on a "hail" or walk-up basis by passengers on the Island;
- (4) Rates shall be negotiated with the passenger prior to provision of service, subject to a maximum rate not to exceed five dollars (\$5.00) per passenger per trip, which maximum fare shall be conspicuously posted on the exterior of both the rear doors of the livery and inside the vehicle;
- (5) The Peaks Island livery driver shall not be required to keep a log pursuant to section 30-25.

(b) Except as provided in this section, the Peaks Island livery and driver shall comply with all other requirements of this chapter.

(Ord. No. 188-08/09, 4-6-09; Ord. No. 26-10/11, 8-16-10)

Sec. 30-17B. Livery Services Obtained Through a Digital Platform

(a) A vehicle providing transportation by livery service obtained through a digital platform must be licensed as a livery hereunder and driven by a licensed livery driver. Such vehicle and driver shall also:

- (1) Display vehicle signage on both front doors of the vehicle, stating the company name;

- (2) Charge rates that shall be negotiated and agreed upon with the passenger prior to provision of service; and
- (b) A transportation network company must also be licensed to do business in the City of Portland.
- (c) Any livery service obtained through a digital platform and its drivers shall also comply with all other applicable requirements of this chapter.
- (d) Surge pricing is prohibited whenever any emergency has been declared by the Governor of the State pursuant to 37-B M.R.S. §742 and during the period of a Declaration by the City Manager or designee of an Emergency Parking Ban pursuant to § 28-97 of the City Code, and during any other public safety emergency.
- (e) A livery may not be operated as a taxi, and may not have a taxi meter installed inside its vehicles.

Sec. 30-18. Equipment.

- (a) General requirements.*
- (1) All taxicabs and liveries shall submit to random vehicle inspections by the license inspector or the inspector's designee or a member of the Portland police department, in addition to the city's required annual inspection.
- (2) Taxicabs and liveries shall be at all times clean and in good repair inside and out. "Clean and in good repair" shall mean and include, without limitation, the following:
 - a. No visible tears in carpeting;
 - b. No dents larger than six (6) inches in diameter;
 - c. No tears in seat upholstery;
 - d. No loose trash or large amounts of dirt or sand in the interior passenger area, whether or not the

area is currently occupied by a passenger;

- e. No missing trim or body work;
 - f. No cracks in windshield or windows;
 - g. Seat belts for all passenger seats visible and in working order;
 - h. No missing hubcaps;
 - i. No visible primer paint;
 - j. No rust greater than one (1) inch in diameter; and
 - k. An operational jack and inflated spare tire.
- (3) Taxicabs and liveries shall be maintained at all times in compliance with the laws of the state relating to passenger vehicles and the rules and regulations of the state enacted pursuant thereto.
- (4) *Taximeters.* Taxicabs, other than those which operate exclusively on the islands, shall be equipped with taximeters which have been tested, approved and sealed by the state sealer of weights and measures, and which shall indicate fare and mileage by means of legible figures which are electrically illuminated during the period between sunset and sunrise, which fare shall be computed in accordance with the rate card and shall be calibrated the same fraction of a mile as the maximum fare provided in section 30-21(b)(1). Taximeters shall be so placed that the figures are in plain view of all passengers. Taximeters shall be connected directly to and be driven directly from the transmission by means of flexible shafts and flexible housing so connected and sealed as to not be subject to tampering.
- (5) *Exterior light.* Every taxicab shall be equipped with an exterior light affixed to the roof thereof which shall be covered with a translucent fixture marked with the word "Taxi" in legible lettering and which shall be operated during the period between sunset and sunrise. A livery vehicle is prohibited from having an exterior light.

- (6) *Notice to the Public.* Every taxicab and livery shall conspicuously display the following rules and regulations to notify the public of the requirements of all taxicab and livery vehicles;
- a. For taxicabs only, maximum fare schedule;
 - b. Smoking is not permitted in any taxicab or livery vehicle at any time;
 - c. Taxicab or livery driver permit, with picture i.d. shall be prominently displayed within the vehicle;
 - d. The operators of each taxicab or livery shall conduct ~~himself~~themselves in a courteous and professional manner at all times;
 - e. No person other than the driver is permitted to remain in the taxicab or livery at any time without the express consent of all passengers.
 - f. Effective July 1, 2008, the director shall supply appropriate signage for each taxicab and livery and shall designate the location of such signage in the vehicle.

ANY VIOLATION OF THESE RULES AND REGULATIONS BY THE TAXICAB OR LIVERY DRIVER OR OWNER MAY BE REPORTED BY CALLING (207) 756-8310 OR BY WRITING TO:

TAXICAB LICENSING
C/o Manager of Transportation Policy
City of Portland
389 Congress Street
Portland, Maine 04101

Please include your name, address and telephone number to allow adequate follow-up by the city.

(b) *Identification.* Every taxicab shall be conspicuously, professionally and permanently marked in letters not less than one and one-half (1 1/2) inches in height with the word "Taxicab" and the owner's name or trade name or, in lieu of such name or trade name, with a design or monogram containing the owner's name or trade name. Such design or monogram shall be not less than eight

(8) inches in diameter. The identification required hereunder shall be placed, at minimum, on the two front doors of the vehicle. Livery vehicles are required to be similarly marked as "Livery", and the words "taxi", "cab" or "taxicab" cannot be used in such marking.

(Code 1968, § 902.7; Ord. No. 231-80, 12-22-80; Ord. No. 643-81, § 1, 5-4-81; Ord. No. 303-92, 4-6-92; Ord. No. 39-92, § 1, 7-6-92; Ord. No. 231-99, 3-15-99; Ord. No. 57-04/05, 10-4-04; Ord. No. 294-04/05, 6-20-05; Ord. No. 286-07/08, 6-16-08)

Sec. 30-19. Conduct of driver.

When transporting passengers, all licensees shall be neat and clean in appearance. All articles of clothing shall be clean and in good repair.

(Ord. No. 303-92, 4-6-92; Ord. No. 39-92, § 2, 7-6-92; Ord. No. 57-04/05, 10-4-04)

Sec. 30-20. Smoking in vehicle.

Smoking is not permitted in any taxicab or livery vehicle at any time, including times when there are no passengers in the vehicle or when the vehicle is not in operation as a taxicab or livery.

(Ord. No. 303-92, 4-6-92; Ord. No. 231-99, 3-15-99; Ord. No. 57-04/05, 10-4-04; Ord. No. 286-07/08, 6-16-08)

Sec. 30-21. Taxicab fares for service.

The maximum fares for taxicabs shall be as follows:

(a) *Within the metered zone.* Except as otherwise provided herein, the maximum fare for taxicab service solely which begins or ends in the city and is within the metered zone shall be one dollar and ninety cents (\$1.90) for the first one-tenth of a mile (the "drop" rate) or a fraction thereof and thirty cents (\$0.30) for each one-tenth of a mile or fraction thereof, thereafter. The fare shall be computed and displayed by the taximeter. No fare charged shall be in excess of the amount displayed by the taximeter. There shall be one (1) fare, divided equally, in the case of two (2) or more passengers who engage the taxicab for a trip between the same two (2) points. In all other cases, each passenger shall pay a separate fare, based upon the total taximeter rate to their individual destinations.

(b) *Outside the metered zone.* If a trip begins or ends within the city and the other point of destination is outside the metered zone, the passenger and driver shall agree upon the fare before the trip commences; otherwise the passenger shall be under no obligation to pay any fare.

(c) *Minimum jetport fare.* The minimum fare for pickup at the Portland International Jetport is five dollars (\$5.00) even if the taximeter fare is less. The taximeter shall be used for all such pickups.

(d) *Waiting time.* A charge for waiting time may be made only for time waited at the express direction of the passenger after the trip has begun and for time waited before the trip has begun, commencing five (5) minutes after the time at which the passenger has requested the taxicab to call, or five (5) minutes after the taxicab actually calls, whichever is later. The charge for such waiting time shall be forty cents (\$0.40) per minute.

(e) *Sight-seeing.* Taxicabs may be employed for purposes of sight-seeing only according to a published route and rate which shall be provided to the passenger prior to commencement of the trip.

(f) *Bags and parcels.* No charge shall be made for the transportation of the bags or parcels of a passenger.

(Code 1968, § 902.8; Ord. No. 231-80, 12-22-80; Ord. No. 576-81, §§ 1, 2, 4-6-81; Ord. No. 471-84, 3-7-84; Ord. No. 332-88, 4-20-88; Ord. No. 63-89, 7-17-89; Ord. No. 303-92, 4-6-92; Ord. No. 249-97, 4-23-97; Ord. No. 56-04/05, 9-8-04; Ord. No. 57-04/05, 10-4-04; Ord. NO. 286-07/08, 6-16-08; Ord. No. 188-08/09, 4-6-09)

Sec. 30-22. Rates to be displayed by taxicabs.

(a) *Rate and information card.* The director shall issue, together with each taxicab business license, a rate and information card which sets forth the foregoing rates in clear, legible letters and a description of the metered zone. The rate and information card shall be clearly visible to passengers at all times when the taxicab is in service.

(b) *Statement of rates.* The maximum rate of fares charged by the taxicab pursuant to this article and any lesser rate actually charged by the taxicab shall be advertised on both back doors of the taxicab in lettering of a size to be approved by the director.

(c) *Statement of discounts.* Notice of any lesser rates routinely offered shall be displayed in clear and legible letters immediately adjacent to the rate and information card.

(Code 1968, § 902.9; Ord. No. 231-80, 12-22-80; Ord. No. 643-81, §§ 2, 3, 5-4-81; Ord. No. 471-84, 3-7-84; Ord. No. 303-92, 4-6-92; Ord. No. 57-04/05, 10-4-04; Ord. No. 294-04/05, 6-20-05)

Sec. 30-23. Display of license.

Every driver licensed hereunder shall display his or her taxicab or livery driver's license in the manner described by the director when the cab or livery is in service. The license shall be surrendered upon revocation, suspension or expiration of the taxicab or livery driver's license.

An annual inspection and registration decal, to be issued by the director upon annual inspection commencing May 1, 1999, shall be affixed to the left lower corner of the windshield of each taxicab or livery licensed by, and operated in, the City of Portland. It shall be a violation of this ordinance to fail to display such inspection and registration decal. A license inspector or law enforcement officer shall immediately order the removal from service of any taxicab or livery that fails to display this decal or may immediately impound the taxicab operated without the required decal. A penalty of \$100.00 shall be paid by the owner of any taxicab or livery vehicle for each day it is operated without the required decal.

(Code 1968, § 902.10; Ord. No. 231-80, 12-22-80; Ord. No. 278-90, 3-19-90; Ord. No. 303-92, 4-6-92; Ord. No. 231-99, 3-15-99; Ord. No. 57-04/05, 10-4-04; Ord. No. 294-04/05, 6-20-05)

Sec. 30-24. Order of taxicab or livery vehicle from service.

(a) The license inspector or any law enforcement officer may require any licensee to present a taxicab or livery for inspection whenever the inspector or officer deems such inspection necessary because of a serious threat to the health or safety of passengers and may, in writing, order a taxicab or livery business licensee to remove from service any taxicab or livery which is in violation of this article; provided that a re-inspection shall be scheduled as soon as possible but in no case more than three (3) business days thereafter. There shall be a charge of fifty dollars (\$50.00) for each re-inspection of any taxicab or livery ordered removed from service hereunder.

(b) The license inspector or any law enforcement officer shall order a taxicab or livery business licensee or taxicab

operator to immediately remove from service, or shall immediately impound, any taxicab or livery which does not exhibit a taxicab or livery decal issued pursuant to Section 30.23.

Any licensee aggrieved by an order made under this section may appeal at any time to the city director who shall, as soon as possible, and in no case more than five (5) business days thereafter, determine whether such taxicab or livery is in violation of this article and shall either affirm the order of the license inspector or law enforcement officer or give the licensee written permission to return the taxicab or livery to service. Notwithstanding any other provision of this article or chapter 15, the license of any licensee charged with operating a taxicab or livery which the license inspector has ordered out of service shall be suspended in accordance with section 15-8(b)(3), and shall either be suspended or revoked upon a finding, after notice and hearing, that the violation has in fact been committed.

(Code 1968, § 902.13; Ord. No. 231-80; 12-22-80; Ord. No. 306-82, § 4, 1-4-82; Ord. No. 484-83, § 1, 4-20-83; Ord. No. 303-92, 4-6-92; Ord. No. 124-96, § 1, 11-4-96; Ord. No. 231-99, 3-15-99; Ord. No. 57-04/05, 10-4-04; Ord. No. 294-04/05, 6-20-05; Ord. No. 286-07/08, 6-16-08)

Sec. 30-25. Log; customer receipt.

(a) Each person licensed as a taxicab or livery business or driver hereunder shall maintain a log of all calls received and services provided, specifying the date, time, name, if available, and the pickup and drop-off location of each transport which either begins or ends within the metered zone. Such log shall be provided to the director or law enforcement officer upon request or may be examined by said director or officer during regular business hours of the business.

(b) Each person licensed as a taxicab or livery business or driver hereunder shall provide a receipt, whether in a digital format or on paper, to any customer upon that customer's request. Such receipt shall show, at minimum, the date and time of the service provided, the name of the taxicab or livery company, and the cost thereof.

(Ord. No. 57-04/05, 10-4-04; Ord. No. 294-04/05, 6-20-05)

Sec. 30-26. Notice of violation; waiver of administrative hearing.*

The director, the license inspector or any authorized law enforcement officer may, prior to commencement of an administrative hearing, issue a notice of violation to any person charged with a violation of this article. Such notice shall be in a form approved

by the city manager.

(Ord. No. 306-82, § 4, 1-4-82; Ord. No. 303-92, 4-6-92; Ord. No. 57-04/05, 10-4-04; Ord. No. 286-07/08, 6-16-08)

*Editor's note: the waiver provision is now in § 30-38.

Sec. 30-27. Penalty.

Each act of violation and every day upon which any such violation shall occur shall constitute a separate offense. The city may enjoin or abate any violation of this article by appropriate action. In addition to the penalty set forth in section 1-15 of this Code, if the court finds for the city, the city shall recover its costs of suit including reasonable experts' fees, attorney's fees and reasonable and necessary investigative fees.

(Ord. No. 303-92, 4-6-92; Ord. No. 57-04/05, 10-4-04)

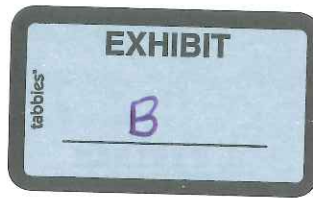
Sec. 30-28. Severability.

The provisions of section 1-14 of this Code shall apply to this article.

(Ord. No. 303-92, 4-6-92; Ord. No. 57-04/05, 10-4-04)

Sec. 30-29. Reserved.

Sec. 30-30. Reserved.



DRAFT

Chapter 30

VEHICLES FOR HIRE AMENDMENTS

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Sec. 30-31. Required.

(a) *Business license.* Each taxicab, Transportation Network Company or TNC or livery business, whether an individual, corporation, d/b/a, limited liability corporation, partnership, or other legal entity, shall obtain a taxicab or livery license from the director prior to permitting the operation of any taxicab or livery vehicles in the city. A taxicab, TNC or livery business license shall be obtained which covers all vehicles which will be used under the license. As provided in Chapter 15, there shall be a fee of three hundred dollars (\$300.00) per vehicle listed on the business license. Only those vehicles listed on the business license may be used by the licensee as a taxicab or livery vehicle in the city. Vehicles can only be used for one purpose, i.e. either a taxicab or livery, and can only be listed on one license.

(b) *Driver's license.* No person shall operate a taxicab or livery vehicle within the city unless such taxicab or livery

is covered by a business license and the driver thereof is currently licensed by the city to operate a taxicab or livery.

(c) *Licenses non-transferable.* Pursuant to section 15-11 of this Code, licenses issued hereunder are not transferable. If a taxicab or livery business license is denied or is revoked as a result of a disqualifying criminal conviction of the applicant or licensee for a class A, B or C crime, a taxicab or livery business license shall not be issued to an immediate family member for the period of such disqualification. "Immediate family member" means a spouse, parent, sibling or child living in the same household as the applicant or licensee who committed the disqualifying criminal conviction.

Sec. 30-32. Application.

(a) Applications under this division shall be filed in accordance with chapter 15. In addition to the requirements of that chapter:

(1) *Taxicab or livery business licenses.* Every application shall contain the following:

- a. Every application shall be signed and verified by each of the principal officers of the applicant if the applicant is a corporation, and in all other cases by all persons having actual ownership interests in the applicant. If the applicant is a corporation, the application shall state the name and address and the date and place of birth of each of the principal officers of the applicant and of every person having management authority in the business of the applicant. In all other cases, the application shall state the name and address and the date and place of birth of every person having an actual ownership interest or having management authority in the business of the applicant.
- b. A record of any disqualifying criminal conviction of any officer of, or person having an actual business ownership in, the applicant, or a

statement that no such conviction exists shall be provided.

- c. The make, type, year, serial number and license plate number of each vehicle for which a taxicab or livery business license is sought and the address of the garage or other terminal at which the vehicle will be stationed when not in service shall be stated.
- d. A detailed description of the graphic design, insignia, wording and coloring which will appear upon the vehicle, if licensed, shall be included.
- e. An appropriate form of statement over the signature of each person signing the application, giving all persons and governmental agencies having information relevant to the above items permission to release the same to the director.
- f. A person or business may obtain both a livery, TNC and taxicab business license, but there shall be a separate application form and fee for each such license. A vehicle shall not be licensed nor used both as a taxicab, a TNC vehicle and a livery vehicle.

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Sec. 30-34. Conditions precedent to issuance.

Prior to issuance of any taxicab or livery vehicle license, and in addition to all other requirements of chapter 15 or this division, the following must occur:

- (a) For any business license: The applicant must file with the director a copy of the applicant's valid state State of Maine certificate of registration of the vehicle to be licensed, a copy of the insurance certificate for the vehicle along with a certificate that lists the City of Portland as a certificate holder and providing for prior notice to the city of cancellation of the insurance policy, a valid

certificate of inspection issued by the state sealer of weights and measures in the case of a taxicab only, and a certificate issued by the license inspector that the vehicle to be licensed complies with the safety and equipment requirements of this article. A copy of the current insurance certificate for the vehicle shall be kept in the vehicle at all times. In the case of a certificate that covers more than one (1) vehicle, a photocopy of the insurance certificate shall be kept in each vehicle.

- (b) For any driver's license: The applicant must file with the director a copy of a valid State of Maine driver's license. In addition, the director shall obtain a current criminal history report from the state bureau of identification and a driving record from the state department of motor vehicles; except that pending receipt of the criminal history report from the state bureau of identification a temporary taxicab or livery license may be issued to any applicant provided that the director has received both the applicant's driving record from the department of motor vehicles and a copy of the applicant's criminal history record from the Portland Police Department which criminal history record does not contain notation of an arrest or disqualifying criminal conviction.

ARTICLE V. TRANSPORTATION NETWORK COMPANIES

Sec. 30-93. Definitions.

Whenever used in this chapter unless expressly stated otherwise:

City of Portland (the City) means and includes the physical boundaries of the City of Portland as well as the municipal corporation and the Jetport director and his or her designee.

Digital platform means an electronic application or app, a website, or any other electronic system accessible by the members of the public by cell phone, computer or other

electronic device to conduct financial transactions and other business.

Operation of a TNC vehicle means (i) any time a TNC driver is logged into a digital platform and is available to pick up passengers; (ii) any time a passenger is in the TNC vehicle; and (iii) any time the TNC driver has accepted a prearranged ride request through the digital platform and is en route to a passenger.

Prearranged ride means passenger transportation for compensation in a TNC vehicle arranged through a digital platform. "Prearranged ride" includes the period of time that begins when a TNC driver accepts a ride requested through a digital platform, continues while the TNC driver transports a passenger in a TNC vehicle, and ends when the passenger exits the TNC vehicle.

TNC insurance means a motor vehicle liability insurance policy that specifically covers liabilities arising from a TNC driver's operation of a TNC vehicle.

TNC driver means a person authorized by a transportation network company to use a TNC vehicle to provide prearranged rides through a Transportation Network Company's digital network. A driver need not be an employee of a Transportation Network Company.

TNC vehicle means a personal motor vehicle used by a driver in connection with providing services and/or transporting passengers for compensation from a Transportation Network Company.

Transportation Network Company or TNC means a corporation, partnership or other entity that uses a digital network to connect passengers with TNC drivers.

Sec. 30-94. License Required.

(a) No person or entity shall engage in the business of a Transportation Network Company unless such person or entity has secured a license authorizing such business from the City. This license shall cover all TNC drivers and their vehicles, which will be used under the TNC license. Only those drivers and

vehicles listed on the license may be used by the TNC as a TNC driver.

(b) No person or entity shall engage in the business of a TNC driver unless such person or entity has secured a license authorizing such business/driving from the City.

(c) The annual license application forms for TNCs and TNC drivers shall be provided by the City and all of the applicable requirements of this Article, and Chapter 30, §§ 30-32, 30-33 and 30-34 shall be met prior to issuance of a TNC or TNC driver license.

(d) The annual license fee for new and renewal TNCs shall be \$500.00 per vehicle and \$76.00 for each new TNC driver and \$66.00 for renewal of a TNC driver's license, as provided in Portland City Code §15-12.

(e) Pursuant to § 15-11 of this Code, TNC and TNC driver licenses issued hereunder are not transferable.

(f) If a TNC license is denied or is revoked as a result of a disqualifying criminal conviction, as defined in § 30-16, for a class A, B or C crime, a TNC license shall not be issued to an immediate family member for the period of such disqualification. "Immediate family member" means a spouse, parent, sibling or child living in the same household as the applicant or licensee.

Sec. 30-95. General Operational Requirements for Transportation Network Companies and TNC driver.

(a) A TNC and a TNC driver shall provide passenger transportation only on a prearranged basis and only by means of a digital platform that enables passengers to connect with TNC drivers using a TNC vehicle. No TNC driver shall transport a passenger unless a TNC has matched the TNC driver to that passenger through a digital platform. A TNC driver shall not solicit, accept, arrange, or provide transportation in any other manner or on a "hail" or "walk-up" basis.

(b) A TNC shall authorize collection of fares for transporting passengers solely through a digital platform. A TNC and TNC driver shall not accept payment of fares directly from a passenger or any other person prearranging a ride.

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(c) A TNC shall publish the following information on its public website and associated digital platform:

- (1) The method used to calculate fares or the applicable rates being charged and an option to receive an estimated fare in advance of accepting/booking the ride;
- (2) Information about its TNC driver screening criteria, including a description of the offenses that the transportation network company will regard as grounds for disqualifying an individual from acting as a TNC driver;
- (3) The means for a passenger or other person to report a TNC driver reasonably suspected of operating a TNC vehicle under the influence of drugs or alcohol;
- (4) Information about the company's training and testing policies for TNC drivers;
- (5) Information about the company's standards for TNC vehicles; and
- (6) A customer support telephone number or email address and instructions regarding any alternative methods for reporting a complaint.

(d) A TNC shall associate a TNC driver with one or more personal vehicles and shall authorize a TNC driver to transport passengers only in a vehicle specifically associated with a TNC driver by the transportation network company.

(e) A TNC driver shall carry and visibly display at all times while operating a TNC vehicle proof of coverage under the TNC insurance policy and each personal automobile insurance policy covering the vehicle. The TNC driver shall present such proof of insurance upon request to the City, a law-enforcement officer or any person involved in an accident that occurs during the operation of a TNC vehicle. The TNC shall require the TNC driver's compliance with the provisions of this section.

(f) Prior to a passenger's entering a TNC vehicle, a TNC shall provide through the digital platform to the person

prearranging the ride the first name and a photograph of the TNC driver, the make and model of the TNC vehicle, and the license plate number of the TNC vehicle.

(g) A TNC shall provide to each of its TNC drivers a credential that includes the following information:

- (1) The name or logo of the transportation network company;
- (2) The name and a photograph of the TNC driver; and
- (3) The make, model, and license plate number of each TNC vehicle associated with the TNC driver and the state issuing each such license plate.

The TNC driver shall carry the credential at all times during the operation of a TNC vehicle and shall present the credential upon request to law-enforcement officers, the City or a passenger of the vehicle.

(h) A TNC and its TNC driver shall make the following information available through its digital platform immediately upon request by the City and/or to law-enforcement officers:

- (1) The name of the transportation network company;
- (2) The name of the TNC driver and the identification number issued to the TNC driver by the transportation network company;
- (3) The license plate number of the TNC vehicle and the state issuing such license plate; and
- (4) The location, date, and approximate time that each passenger was or will be picked up and his or her destination.

(i) Upon completion of a prearranged ride, a TNC shall transmit to the person who prearranged the ride an electronic receipt that includes:

- (1) A map of the route taken;
- (2) The date and the times the trip began and ended;

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(3) The total fare, including the base fare and any additional charges and/or surge-pricing increases incurred for distance traveled or duration of the prearranged ride;

(4) The TNC driver's first name and photograph; and

(5) Contact information by which additional customer support may be obtained.

(j) The TNC shall adopt and enforce a policy of nondiscrimination on the basis of a passenger's points of departure and destination and shall notify TNC drivers of such policy. TNC drivers shall comply with all other applicable laws regarding nondiscrimination against passengers or potential passengers.

(k) A TNC shall provide passengers an opportunity to indicate whether they require a wheelchair-accessible vehicle. If a transportation network company cannot arrange wheelchair-accessible service in a TNC vehicle in any instance, it shall direct the passenger to an alternate provider of wheelchair-accessible service, if available.

(l) A TNC shall not impose additional charges for providing services to persons with disabilities because of those disabilities.

(m) All TNC drivers shall submit to random vehicle inspections by the City or a member of law enforcement, in addition to the City's required annual inspection.

(n) All TNC vehicles shall be at all times clean and in good repair inside and out. "Clean and in good repair" shall mean and include, without limitation, as specified in § 30-18(a)(2).

(o) TNC vehicles shall at all times be in compliance with the laws of the State of Maine and rules and regulations enacted pursuant thereto.

(p) Smoking is not permitted at any time in any TNC vehicle.

(g) TNC drivers shall conduct themselves in a courteous and professional manner at all times. When transporting passengers, TNC drivers shall also be neat and clean in appearance. All articles of clothing shall be clean and in good repair.

Sec. 30-96. Requirements for TNC Drivers.

(a) Before authorizing an individual to act as a TNC driver, a TNC shall confirm that the person is at least 18 years old and possesses a valid driver's license.

(b) (1) Before authorizing an individual to act as a TNC driver, and at least once every two years after authorizing an individual to act as a TNC driver, a transportation network company shall obtain a national criminal history records check of that person.

(2) Before authorizing an individual to act as a TNC driver, and at least once annually after authorizing an individual to act as a TNC driver, a transportation network company shall obtain and review a national driving history research report on that person from the individual's state of licensure.

(3) Before authorizing an individual to act as a TNC driver, and at least once every two years after authorizing a person to act as a TNC driver, a transportation network company shall verify that the person is not listed on the Sex Offender and Crimes Against Minors Registry or on the U.S. Department of Justice's National Sex Offender Public Website.

(4) The Transportation Network Company shall verify on its annual City license application that each TNC driver has met all of the requirements of this section.

(c) A TNC driver shall inform each TNC that has authorized him or her to act as a TNC driver of any event that may disqualify him or her from continuing to act as a TNC driver, including any of the following: a change in the registration status of the TNC vehicle; the revocation, suspension, cancellation, or restriction of the TNC driver's license; a

change in the insurance coverage of the TNC vehicle; a motor vehicle moving violation; and a criminal arrest, plea, or conviction.

Sec. 30-97. Requirements for TNC Vehicles.

(a) A TNC vehicle shall:

(1) Be a personal vehicle;

(2) Be validly titled and registered in the State of Maine or in another state;

(3) Receive an annual inspection of the vehicle by the City; and have a valid Maine safety inspection and carry proof of that inspection in the vehicle; and

(4) Be covered under a TNC insurance policy as described in § 30-98 of this Article.

(b) No TNC driver shall operate a TNC vehicle unless that vehicle meets the requirements of this section.

(c) Before authorizing a vehicle to be used as a TNC vehicle, a TNC shall confirm that the vehicle meets the requirements of subsection (a) and shall provide the City with verification on its annual license application that the requirements of this section have been met.

Sec. 30-98. TNC insurance.

(a) At all times during the operation of a TNC vehicle, a TNC shall keep in force TNC insurance as provided in this section.

(b) The following requirements shall apply to TNC insurance from the moment a TNC driver accepts a prearranged ride request on a TNC's digital platform until the TNC driver completes the transaction on the digital platform or until the prearranged ride is complete, whichever is later:

(1) TNC insurance shall provide motor vehicle liability coverage. Such coverage shall be primary and the minimum amount of liability coverage for death, bodily

injury, and property damage shall be \$1 million per occurrence for each driver of a TNC vehicle.

(2) TNC insurance shall provide uninsured motorist coverage and underinsured motorist coverage per occurrence. The minimum amount of uninsured motorist coverage and underinsured motorist coverage for death, bodily injury, and property damage shall be \$1 million per occurrence.

(3) TNC insurance shall provide primary comprehensive collision coverage equal to that in the policy insuring the listed driver's vehicle.

Sec. 30-99. Recordkeeping and reporting requirements for transportation network companies.

(a) Records maintained by a transportation network company shall at a minimum include:

(1) True and accurate results of each national criminal history records check for each individual that the transportation network company authorizes to act as a TNC driver;

(2) True and accurate results of the national driving history research report for each individual that the transportation network company authorizes to act as a TNC driver;

(3) Driver's license records of TNC drivers, including records associated with participation in a driver record monitoring program;

(4) True and accurate results of the sex offender screening for each individual that the transportation network company authorizes to act as a TNC driver;

(5) Proof that the transportation network company obtained certification from the TNC driver that the TNC driver secured the consent of each owner, lessor, and lessee of the vehicle for its registration as a TNC vehicle and for its use as a TNC vehicle by the TNC driver; and

|

(6) A transportation network company shall retain all records required under this subsection for a period of three years and shall make these records available to the City or a law enforcement officer upon request.

(b) A transportation network company shall maintain the following records and make them available upon request to the City or a law-enforcement officer to investigate and resolve a complaint or respond to an incident:

(1) Data regarding TNC driver activity while logged into the digital platform, including beginning and ending times and locations of each prearranged ride;

(2) Records regarding any actions taken against a TNC driver;

(3) Contracts or agreements between the transportation network company and its TNC drivers;

(4) Information identifying each TNC driver, including the TNC driver's name, date of birth, Social Security number and driver's license number and the state issuing the license; and

(5) Information identifying each TNC vehicle the transportation network company has authorized, including the vehicle's make, model, model year, vehicle identification number, and license plate number and the state issuing the license plate.

(c) Except as required under this section, a transportation network company shall not disclose any personal information about a user of its digital platform unless:

(1) The transportation network company obtains the user's consent to disclose the personal information;

(2) The disclosure is necessary to comply with a legal obligation; or

(3) The disclosure is necessary to protect or defend the terms and conditions for use of the service or to investigate violations of the terms and conditions.

Sec. 30-100. Zero-Tolerance Policy.

(a) A transportation network company shall employ a zero-tolerance policy with respect to the use of drugs and alcohol by TNC drivers while operating the TNC vehicle and shall include a notice concerning the policy on its website and associated digital platform.

Sec. 30-101. TNC Driver Access to the Jetport.

(a) No transportation network company or TNC driver shall conduct any operation on the property of or into the Jetport unless such operation is authorized by the City.

(b) TNC Driver access to the Jetport shall be subject to the Ground Transportation Rules adopted and revised by the City.

Sec. 30-102. Order of TNC Vehicle From Service.

A TNC vehicle may be ordered from service as specified in Chapter 30, § 30-24.

Sec. 30-103. Standards for Denial, Revocation and Suspension of License.

In addition to those standards set forth in Chapter 15 and Chapter 30, §§ 30-32, 30-33, 30-36 and 30-37, a TNC license or a TNC driver license may be denied, suspended or revoke if any of the requirements of this Article or the aforementioned sections are not met.

Sec. 30-104. Penalties.

In addition to the penalties specified in Chapter 1, § 1-15, if a TNC and/or a TNC driver violates any of the provisions of this Article or the City Code it may be subject to penalties as provided in Chapter 30, § 30-38.

Sec. 30-105. Notice and Opportunity for a Hearing.

A person or entity holding a TNC license and/or a TNC driver license shall be entitled to notice and an opportunity for a hearing prior to any revocation or suspension of its TNC

|
or TNC driver license, as applicable, as provided in Chapter 30,
§ 30-38.1.

Sec. 30-106. Appeals.

A person or entity holding a TNC license and/or a TNC
driver license shall be entitled to appeal any denial,
suspension or revocation of a license under this Article as
provided in Chapter 30, § 30-38.2.

Sec. 30-107. Severability.

The provisions of § 1-14 of this Code shall apply to this
Article.

[LOG IN \(https://www.uber.com/\)](https://www.uber.com/)[SIGN UP \(https://www.uber.com/\)](https://www.uber.com/)[BLOG HOME \(http://blog.uber.com/\)](http://blog.uber.com/)[LOCAL BLOGS \(http://blog.uber.com/localblogs\)](http://blog.uber.com/localblogs)

SEARCH

INSURANCE

INSURANCE ALIGNED

MARCH 24, 2015

POSTED BY JUSTIN KINTZ

Today, we're pleased to share an announcement made by some of the nation's leading insurance companies, a major insurance industry association, and Uber. Details of the announcement are below in the letter being shared with policymakers across the U.S.

We welcome and encourage other insurance companies, industry associations, and Transportation Network Companies to support this compromise, as we believe everyone benefits from appropriate insurance standards and safe transportation options.

Here's a copy of the letter going out to policymakers:

Today, we're proud to share a TNC Insurance Compromise Model Bill that has been developed by some of the leading auto insurance companies and Transportation Network Companies (TNCs) and helps set consistent and modern insurance regulation for TNC services. Transportation network services have proven popular with consumers, and the traveling public will benefit from the addition of innovative, affordable and safe transportation options. The undersigned auto insurance carriers, Transportation

Network Companies, and trade associations stand together in support of this insurance legislation, and encourage you to utilize this language to address TNC insurance issues in your state. The key elements of the **TNC Insurance Compromise Model Bill** include:

- An insurance mandate of primary insurance coverage during Period 1 (logged in and available) with minimum liability limits of \$50/\$100/\$25K plus any other state compulsory coverage. Coverage is to be maintained by the TNC, TNC Driver, or a combination of the two.
- An insurance mandate of primary insurance coverage during Periods 2 and 3 (en route to pick up and carrying passengers) with minimum liability limits of \$1,000,000 plus any other compulsory coverage mandated of limos to be satisfied by the TNC, TNC Driver, or a combination of the two.
- Proof of TNC insurance to be carried by TNC Drivers.
- Mandatory claim investigation cooperation between auto insurers and TNCs.
- Express authorization of surplus lines insurance.
- Standardized definitions of TNC and TNC Driver.
- Disclosure language from TNCs to TNC drivers.
- Support for insurers to contractually exclude coverage related to TNC activities, if desired.
- Support for insurers to create innovative new products for TNC Drivers.

The undersigned companies and associations agree that the TNC Insurance Compromise Model Bill strikes the right balance between encouraging innovative transportation options and creating a strong regulatory framework that protects consumers, respects contracts and ensures proper auto insurance coverage.

Allstate

American Insurance Association

Farmers Insurance

Lyft

National Association of Mutual Insurance Companies

Property Casualty Insurers Association of America

State Farm

Uber Technologies

USAA

CATEGORIES: [UNCATEGORIZED \(HTTP://BLOG.UBER.COM/UNCATEGORIZED/\)](http://blog.uber.com/uncategorized/) /

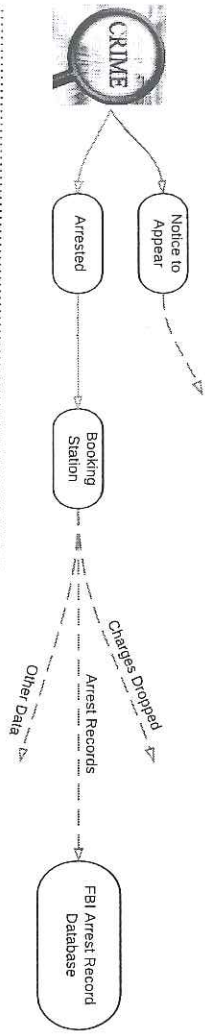
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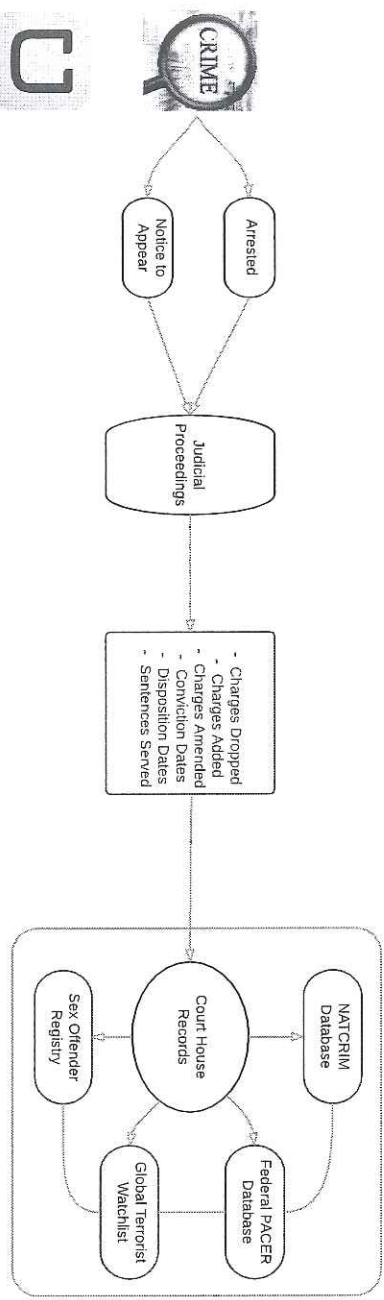
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TAXI



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127th MAINE LEGISLATURE

FIRST REGULAR SESSION-2015

Legislative Document

No. 982

S.P. 344

In Senate, March 18, 2015

An Act Requiring a Permit and Motor Vehicle Liability Insurance for Transportation Network Companies

Reference to the Committee on Transportation suggested and ordered printed.

HEATHER J.R. PRIEST
Secretary of the Senate

Presented by Senator COLLINS of York.

Cosponsored by Representative McLEAN of Gorham and

Senators: CYRWAY of Kennebec, DIAMOND of Cumberland, HAMPER of Oxford,
LANGLEY of Hancock, Representatives: BRYANT of Windham, HOGAN of Old Orchard
Beach, PARRY of Arundel, RYKERSON of Kittery.

1 Be it enacted by the People of the State of Maine as follows:

2 Sec. 1. 29-A MRSA c. 13, sub-c. 4 is enacted to read:

3 **SUBCHAPTER 4**

4 **TRANSPORTATION NETWORK COMPANIES**

5 **§1671. Definitions**

6 As used in this subchapter, unless the context otherwise indicates, the following
7 terms have the following meanings.

8 **1. Driver.** "Driver" means an individual who uses a personal motor vehicle to
9 provide services to a passenger matched through a transportation network company's
10 digital network. A driver need not be an employee of a transportation network company.

11 **2. Passenger.** "Passenger" means a passenger in a transportation network company
12 vehicle for whom service is provided for compensation, including an individual who uses
13 a transportation network company's online application or digital network to connect with
14 a driver to obtain services in the driver's transportation network company vehicle for the
15 individual and anyone in the individual's party and anyone for whom another individual
16 uses a transportation network company's online application or digital network to connect
17 with a driver to obtain services in the driver's transportation network company vehicle.

18 **3. Transportation network company.** "Transportation network company" means a
19 corporation, partnership, sole proprietorship or other entity that uses a digital network to
20 connect a passenger with a driver for the purpose of providing transportation for
21 compensation. "Transportation network company" does not include a transportation
22 broker arranging nonemergency medical transportation for Medicaid or Medicare
23 members pursuant to a contract with the State or a managed care organization.

24 **4. Transportation network company services.** "Transportation network company
25 services" or "services" means the provision of transportation by a driver to a passenger
26 with whom the driver is matched through a transportation network company.

27 **5. Transportation network company vehicle.** "Transportation network company
28 vehicle" means a personal motor vehicle used by a driver in connection with providing
29 services.

30 **§1672. Transportation network company permit**

31 **1. Permit required.** A person may not operate a transportation network company
32 without a permit issued by the Secretary of State, subject to the following conditions.

33 A. An application for a permit under this section must be made on a form provided
34 or approved by the Secretary of State.

35 B. The permit under this section is valid for a period of one year.

1 C. The annual fee for a permit under this section is \$25,000.

2 D. A transportation network company shall maintain insurance pursuant to section
3 1673.

4 **2. Termination of permit.** The Secretary of State shall terminate a permit under
5 this section for failure to maintain insurance required by section 1673. The Secretary of
6 State may not reissue a permit terminated under this subsection until:

7 A. A reinstatement fee of \$1,000 is paid to the Secretary of State; and

8 B. Subsequent to the termination, the transportation network company pays the
9 annual permit fee under subsection 1 and provides proof of insurance under section
10 1673.

11 **3. Penalty.** A violation of this section is a Class D crime.

12 **§1673. Insurance requirements**

13 **1. Insurance required.** A transportation network company shall maintain insurance
14 pursuant to this section.

15 **2. Proof of insurance.** The Secretary of State shall certify proof of insurance prior
16 to issuing a permit under section 1672. The Secretary of State may not certify an
17 insurance policy as proof of insurance unless the policy meets the requirements of
18 subsection 4 and until a copy of the form of policy has been on file with the
19 Superintendent of Insurance for a least 30 days or the Superintendent of Insurance has
20 approved in writing the form of the policy under subsection 3.

21 **3. Form.** The form of policy under this section must contain:

22 A. The name and address of the insured;

23 B. The conditions of coverage sufficient to identify whether or not a given vehicle is
24 covered at a given time;

25 C. The premium charges;

26 D. The policy period;

27 E. The limits of liability;

28 F. An agreement that insurance is provided pursuant to this section; and

29 G. A requirement that the transportation network company disclose to every driver
30 that the driver's personal automobile insurance coverage may not apply to the driver's
31 transportation network company vehicle while the driver is providing services.

32 **4. Required provisions.** An insurance policy under this section must:

33 A. Provide primary coverage in the amount of at least \$1,000,000 for death, personal
34 injury and property damage per occurrence for transportation network company
35 vehicles from the moment the driver is logged into the transportation network
36 company network until the driver logs off the network;

B. Provide uninsured and underinsured motorist coverage in the amount of at least \$1,000,000 per occurrence from the moment the driver is logged into the transportation network company network until the driver logs off the network;

C. Provide primary comprehensive collision coverage equal to that coverage in the policy insuring the driver's vehicle that is listed in the policy; and

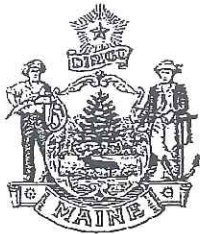
D. Comply with section 1606, subsections 2 to 6.

§1674. Municipal authority

A municipality may adopt an ordinance, regulation or procedure governing the operations of a transportation network company or driver that is not in conflict or inconsistent with this subchapter.

SUMMARY

This bill creates a permitting process for transportation network companies to provide transportation services, establishes minimum motor vehicle liability insurance requirements for transportation network companies and allows municipalities to regulate transportation network companies and drivers.



Matthew Dunlap
Secretary of State

*Department of
The Secretary of State
Bureau of Motor Vehicles*

Patty A. Morneau
Deputy Secretary of State

Robert E. O'Connell, Jr.
Dir. Legal Affairs, Adjudications and Hearings

Testimony of Robert E. O'Connell, Jr., Director of Legal Affairs,
Adjudications and Hearings, Bureau of Motor Vehicles, Department
of the Secretary of State in support of L.D. 982 "An Act Requiring a
Permit and Motor Vehicle Liability Insurance for Transportation
Network Companies."

Senator Collins, Representative McLean and other members of the Joint Standing Committee on Transportation, good afternoon. My name is Robert O'Connell and I'm the Director of Legal Affairs, Adjudications and Hearings for the Bureau of Motor Vehicles, Department of the Secretary of State to offer testimony in support of L.D. 982.

This bill establishes minimum motor vehicle liability insurance requirements for Transportation Network Companies (TNCs) and creates a permitting process authorizing TNCs to provide transportation services within the state. TNCs such as Uber, Lyft and Sidecar use an online-enabled platform, primarily a smart phone application, to connect users seeking transportation with drivers, who provide transportation services for a fee using their personal unmarked vehicles. The TNCs neither register nor own the motor vehicles used to provide transportation services. The drivers are regarded as independent contractors and not employees by the TNCs. To obtain transportation, customers download and install the TNC smart phone application onto a mobile device or computer. Payment for transportation is charged electronically to the customer's preauthorized credit card, including a gratuity. The TNC and driver receive a designated portion of the fare. The major legal issue confronting Maine and other states concerning TNCs is the applicability of existing for hire or livery motor vehicle liability insurance requirements.

Maine statute, specifically 29-A M.R.S. §1611(1) prohibits a person from operating or causing to be operated on a public way any motor vehicle used for hire "until the owner or owners of that vehicle procure insurance or bond covering operation of that vehicle" in the amounts described in 29-A M.R.S. §1611(2). Since TNCs neither operate nor own vehicles for hire, these companies are beyond the reach of the statutory insurance requirements. However, the drivers providing transportation services for persons referred to them by the TNCs are subject to the legal requirements imposed by 29-A M.R.S. §1611(1) and (2) because they are operating a motor vehicle for hire. Existing Maine law raises a variety of practical and public policy issues and concerns regarding TNCs.

On the practical level, the Bureau of Motor Vehicles and law enforcement officials have no means to identify effectively the owners and drivers of vehicles used to transport passengers referred by the TNCs. The lack of an effective method by which to identify the owners and drivers of these vehicles results not only in the improper registration of vehicles, but, more importantly, the failure of the owners and drivers of these vehicles to obtain and maintain insurance in the minimum amounts specified by statute for the operation of for hire vehicles. The owners and drivers of these vehicles most likely are unaware of the legal insurance and registration requirements. Not only have these drivers failed to recognize, probably unwittingly, that they are in violation of the law but have exposed themselves to civil liability in the event of a traffic accident because their personal motor vehicle liability insurance

policies exclude coverage when the vehicle is used for hire thereby potentially resulting in a situation whereby blameless drivers and injured persons and property owners are left without an adequate means of compensation.

While Uber, Lyft and Sidecar have argued that the maintenance of motor vehicle liability insurance policies in the amount of \$1,000,000 that insure their independent contractor drivers, the TNC policies may be secondary to and contingent on the drivers' motor vehicle policy and limit coverage through the reduction of the monetary liability amounts when the driver has the TNC application activated but is not transporting passengers. The TNCs recently began to modify insurance coverage after a number of personal injury and fatal traffic accidents involving TNC drivers and increasing public scrutiny by government entities. Despite the TNCs effort to provide greater insurance coverage for the public, gaps in adequate liability insurance remain.

There are four situations regarding insurance gaps, which this proposal seeks to address: (1) the driver has a contract with the TNC but has not activated the application, (2) the driver has enabled the application but has not accepted a rider, (3) the driver has accepted to transport a rider but the passenger is not in the vehicle, and (4) the driver is transporting the passenger in the vehicle. In the first circumstance, the driver should be responsible for any damage or injury caused by the operation of a vehicle through motor vehicle liability insurance and otherwise. As a matter of public policy, including fairness and equitable considerations, the TNC should be legally obligated to obtain and maintain primary motor vehicle liability insurance in the other three situations, *i.e.*, from the time a driver activates the application until the time the application is deactivated. It is important to note the TNCs, which are multi-billion and multi-million dollar companies, hire the drivers by contract, establish the trip rates for both passengers and drivers, collect the fares and pay the drivers, whose contracts may be terminated by the TNCs virtually at will. As the result of their financial resources, the TNCs are in a superior position to assume the risk of injury and damage caused by drivers providing TNC transportation services and to compensate the public for injuries and damage through insurance or otherwise than the drivers.

The personal motor vehicle liability policies of these drivers, whether non-commercial, commercial or hybrid, should not be used to subsidize the business activities of such large commercial enterprises.

Thank you. I'll entertain any questions.

U B E R

UBER HQ

1555 MARKET STREET
SAN FRANCISCO, CA
94103

April 7, 2015

Senator Collins, Representative McLean, members of the Joint Standing Committee on Transportation:

My name is Nicole Benincasa and I am with Uber's public policy team. We appreciate the opportunity to provide input on LD 982, An Act Requiring a Permit and Motor Vehicle Liability Insurance for Transportation Network Companies, legislation that would seek to regulate ridesharing services like Uber as Transportation Network Companies or TNCs in the state of Maine. Much like we do in every other jurisdiction in which we operate, we look forward to working with the legislature in finding a permanent home for technologies that provide economic opportunity in Maine.

We believe that our intentions and goals are aligned with members of the legislature in enabling Maine residents to access safe, reliable and affordable rides. Our business model ensures comprehensive consumer protections are in place; however, some of our industry's methods for achieving those protections differ from what may be traditional with vehicle-for-hire models in Maine. To this extent, we humbly ask that we are allowed time to work with members of the legislature on creating legislation that not only ensures public safety, but also reflects the fact that this is a new technology and that these are part time drivers using their own personal vehicles on our platform. Unfortunately, we hold some grave concerns with the pending legislation.

At Uber, we took a simple idea – press a button on your phone and get a ride when you need it – and leveraged technology to make it a reality. Uber is a technology company that, among other things, matches those in search of rides with those willing to provide them. Uber is connecting riders and drivers in nearly 300 cities and 55 countries around the world. Uber does not employ any of its drivers nor own any of the vehicles. All drivers are independent contractors and can drive as much or little on the platform as they choose. Drivers love the added economic opportunity Uber provides and the flexibility of setting their own hours.

Over time, we've found that our technology is not only creating as many as 50,000 jobs a month in all of our markets around the globe, but we're also having a truly positive impact in the cities in which we operate. These changes include decreasing the DUI arrest rate as much as 10 percent and serving underserved neighborhoods that might have never had access to existing transportation options. As the Maine market grows, we fully anticipate seeing these effects take place.

Most importantly, we are supportive of commonsense regulations that take into account all consumer protection and public safety considerations necessary to appropriately regulate TNCs. LD 982 does not comprehensively address all such

considerations. We urge the Maine legislature to adopt TNC legislation that includes commonsense provisions that address the following items: agent of service, fare calculation, vehicle identification, electronic receipt, insurance disclosure, zero tolerance for drug or alcohol use, driver background checks, vehicle safety and emissions, no street hails, no cash tips, no discrimination, accessibility, and trip records. We are happy to provide the legislature with model language covering such topics, which has been used to form TNC regulations in 20+ jurisdictions throughout the county.

With regard to LD 982, our initial concerns on the pending legislation are enumerated below:

1. § 1671. TNC definitions

Examples of TNC definitions that are consistent with the 20+ regulatory TNC frameworks that have been adopted within the past year are below:

"Transportation Network Company Driver" or "driver" means an individual who operates a motor vehicle who:

- (a) Receives connections to potential passengers and related services from a Transportation Network Company in exchange for payment of a fee to the Transportation Network Company;
- (b) Uses a Personal Vehicle to provide a Prearranged Ride to riders upon connection through a digital network controlled by a Transportation Network Company; and
- (c) Receives compensation or payment of a fee that exceeds the individual's cost to provide the ride.

"Transportation Network Company Rider" or "rider" means an individual or persons who use a Transportation Network Company's digital network to connect with a Transportation Network Driver who provides Prearranged Rides to the rider in the driver's Personal Vehicle between points chosen by the rider.

"Transportation Network Company" or "TNC" means a corporation, partnership, sole proprietorship, or other entity that is licensed pursuant to this Chapter and operating in Maine that uses a digital network to connect Transportation Network Company Riders to Transportation Network Company Drivers who provide Prearranged Rides. A Transportation Network Company shall not be deemed to control, direct or manage the Personal Vehicles or Transportation Network Company Drivers that connect to its digital network, except where agreed to by written contract.

"Prearranged Ride" means the provision of transportation by a driver to a rider, beginning when a driver accepts a ride requested by a rider through a digital network controlled by a Transportation Network Company, continuing while the driver transports a requesting rider, and ending when the last requesting rider departs from the Personal Vehicle. A Prearranged Ride does not include transportation provided using a Taxi, Limousine, or other for-hire vehicle pursuant to Maine law.

"Personal Vehicle" means a vehicle that is used by a Transportation Network Company Driver in connection with providing a Prearranged Ride and is:

- (a) Owned, leased or otherwise authorized for use by the Transportation Network Company Driver; and
- (b) Not a Taxicab, Limousine, or for-hire vehicle.□

2. § 1672. Permit requirements

We are supportive of requiring TNCs to obtain permits through the State. However, we cannot support an annual permit fee of \$25,000, and request justification for such a steep fee. For reference, we have been able to provide an annual permitting fee of \$5,000 for much larger markets than our current Maine business.

3. § 1673. Insurance requirements

First and foremost, there is no gap in coverage when it comes to our ridesharing partners. Ridesharing vehicles are used primarily for personal use and during very specific and limited periods for commercial activities. For that reason, the auto insurance and transportation network industries share a mutual commitment to ensuring safe transportation options and this includes ensuring that transportation network companies and their drivers maintain appropriate automobile insurance. Some of the leading auto insurance organizations and TNCs have come together to urge adoption of commonsense TNC insurance rules designed to eliminate consumer confusion, provide a framework for safe transportation options, and support continued marketplace innovation.

The key elements of these model rules include:

- (1) An insurance mandate of primary insurance coverage during Period 1 (when a TNC Driver is logged in to a ridesharing app and available) with minimum liability limits of \$50,000 per injury, \$100,000 for injury to all persons, and \$25,000 for property damage plus any other state compulsory coverage. Coverage is to be maintained by the TNC, TNC Driver, or a combination of the two.
- (2) An insurance mandate of primary insurance coverage during Periods 2 and 3 (when a TNC Driver is en route to pick up and carrying passengers) with minimum liability limits of \$1,000,000 plus any other compulsory coverage mandated of limos to be satisfied by the TNC, TNC Driver, or a combination of the two.
- (3) Proof of TNC insurance to be carried by TNC Drivers.
- (4) Mandatory claim investigation cooperation between auto insurers and TNCs.
- (5) Express authorization of surplus lines insurance.
- (6) Standardized definitions of TNC and TNC Driver.
- (7) Disclosure language from TNCs to TNC drivers.
- (8) Support for insurers to contractually exclude coverage related to TNC activities, if desired.
- (9) Support for insurers to create innovative new products for TNC Drivers.

Allstate, American Insurance Association, Farmers Insurance, Lyft, National Association of Mutual Insurance Companies, Property Casualty Insurers Association of America, State Farm, Uber Technologies, and USAA agree that the TNC Insurance Compromise Model Bill strikes the right balance between encouraging innovative transportation options and creating a strong regulatory framework that protects consumers, respects contracts and ensures proper auto insurance coverage.

This means that, from the time a driver accepts a trip request (when there is no rider in the vehicle) through our app until the completion of the ride, a TNC Driver has \$1 million of coverage. From the time the app is turned on to the time a driver accepts a request, the TNC Driver is covered by with minimum liability limits of \$50,000 per injury, \$100,000 for injury to all persons, and \$25,000 for property damage plus any other state compulsory coverage, with coverage maintained by the TNC, TNC Driver, or a combination of the two.

We are not supportive of language that requires primary comprehensive and collision coverage, language that requires a TNC to hold \$1 million of coverage from the time the app is turned on to the time a driver accepts a request, and language that requires a TNC to hold all insurance policies. A TNC's policy, a TNC driver's policy, or a combination of the two should be allowed to cover such activity.

This bill would be the first in the nation to only focus on insurance and TNC permit fees, as opposed to a comprehensive bill that addresses all consumer protection and public safety considerations.

Please let me know if there is anything else that I can help clarify or subjects that I can provide you with any more information. We hope to sit down and discuss our business model in further detail soon.

Sincerely,

Nicole Benincasa
Uber Public Policy



DRAFT FROM UBER REPRESENTATIVES - OPTION 3

HIGHLIGHTS AND NEW LANGUAGE IN COLOR ARE MADE BY AN UBER REPRESENTATIVE; ALL UNDERLINED LANGUAGE IS NEW IN OPTION 2

Chapter 30

VEHICLES FOR HIRE AMENDMENTS

- Art. I. In General, §§ 30-1--30-15
- Art. II. Taxicabs, §§ 30-16--30-38.5
- Div. 1. Generally, §§ 30-16--30-30
- Div. 2. Licenses, §§ 30-31--30-38.5
- Art. III. Horse-Drawn Cabs, §§ 30-39--30-74
- Div. 1. Generally, §§ 30-39--30-41
- Div. 2. Licenses, §§ 30-42--30-46
- Div. 3. Operating Requirements, §§ 30-47--30-74
- Art. IV. Bicycle Cabs, §§ 30-75--30-92
- Div. 1. General Provisions, §§ 30-75--30-76
- Div. 2. Licenses, §§ 30-77--30-91
- Div. 3. Operating Requirements, §§30-82--30-92
- Art. V. Transportation Network Companies, §§30-93--30-107

...

Sec. 30-31. Required.

(a) *Business license.* Each taxicab, Transportation Network Company or TNC or livery business, whether an individual, corporation, d/b/a, limited liability corporation, partnership, or other legal entity, shall obtain a taxicab, TNC or livery license from the director prior to permitting the operation of any taxicab, TNC or livery vehicles in the city. A taxicab, TNC or livery business license shall be obtained which covers all vehicles which will be used under the license. As provided in Chapter 15, there shall be a fee of three hundred dollars (\$300.00) per vehicle listed on the business license. This does not apply to TNC vehicles. Only those vehicles listed on the business license may be used by the licensee as a taxicab or livery vehicle in the city. Vehicles can only be used for one purpose, i.e. either a taxicab or livery, and can only be listed on one license.

(b) *Driver's license.* No person shall operate a taxicab or livery vehicle within the city unless such taxicab or livery

is covered by a business license and the driver thereof is currently licensed by the city to operate a taxicab or livery.

(c) *Licenses non-transferable.* Pursuant to section 15-11 of this Code, licenses issued hereunder are not transferable. If a taxicab or livery business license is denied or is revoked as a result of a disqualifying criminal conviction of the applicant or licensee for a class A, B or C crime, a taxicab or livery business license shall not be issued to an immediate family member for the period of such disqualification. "Immediate family member" means a spouse, parent, sibling or child living in the same household as the applicant or licensee who committed the disqualifying criminal conviction.

Sec. 30-32. Application.

(a) Applications under this division shall be filed in accordance with chapter 15. In addition to the requirements of that chapter:

- (1) *Taxicab or livery business licenses.* Every application shall contain the following:
 - a. Every application shall be signed and verified by each of the principal officers of the applicant if the applicant is a corporation, and in all other cases by all persons having actual ownership interests in the applicant. If the applicant is a corporation, the application shall state the name and address and the date and place of birth of each of the principal officers of the applicant and of every person having management authority in the business of the applicant. In all other cases, the application shall state the name and address and the date and place of birth of every person having an actual ownership interest or having management authority in the business of the applicant.
 - b. A record of any disqualifying criminal conviction of any officer of, or person having an actual business ownership in, the applicant, or a

statement that no such conviction exists shall be provided.

- c. The make, type, year, serial number and license plate number of each vehicle for which a taxicab or livery business license is sought and the address of the garage or other terminal at which the vehicle will be stationed when not in service shall be stated.
- d. A detailed description of the graphic design, insignia, wording and coloring which will appear upon the vehicle, if licensed, shall be included.
- e. An appropriate form of statement over the signature of each person signing the application, giving all persons and governmental agencies having information relevant to the above items permission to release the same to the director.
- f. A person or business may obtain both a livery, TNC and taxicab business license, but there shall be a separate application form and fee for each such license. A vehicle shall not be licensed nor used both as a taxicab, a TNC vehicle and a livery vehicle.

...

Sec. 30-34. Conditions precedent to issuance.

Prior to issuance of any taxicab or livery vehicle license, and in addition to all other requirements of chapter 15 or this division, the following must occur:

- (a) For any business license: The applicant must file with the director a copy of the applicant's valid State of Maine certificate of registration of the vehicle to be licensed, a copy of the insurance certificate for the vehicle along with a certificate that lists the City of Portland as a certificate holder and providing for prior notice to the city of cancellation of the insurance policy, a valid certificate of inspection

issued by the state sealer of weights and measures in the case of a taxicab only, and a certificate issued by the license inspector that the vehicle to be licensed complies with the safety and equipment requirements of this article. A copy of the current insurance certificate for the vehicle shall be kept in the vehicle at all times. In the case of a certificate that covers more than one (1) vehicle, a photocopy of the insurance certificate shall be kept in each vehicle.

- (b) For any driver's license: The applicant must file with the director a copy of a valid State of Maine driver's license. In addition, the director shall obtain a current criminal history report from the state bureau of identification and a driving record from the state department of motor vehicles; except that pending receipt of the criminal history report from the state bureau of identification a temporary taxicab or livery license may be issued to any applicant provided that the director has received both the applicant's driving record from the department of motor vehicles and a copy of the applicant's criminal history record from the Portland Police Department which criminal history record does not contain notation of an arrest or disqualifying criminal conviction.

ARTICLE V. TRANSPORTATION NETWORK COMPANIES

Sec. 30-93. Definitions.

Whenever used in this chapter unless expressly stated otherwise:

City of Portland (the City) means and includes the physical boundaries of the City of Portland as well as the municipal corporation and the Jetport director and his or her designee.

Digital platform means an electronic application or app, a website, or any other electronic system accessible by the members of the public by cell phone, computer or other

electronic device to conduct financial transactions and other business.

Operation of a TNC vehicle means (i) any time a TNC driver is logged into a digital platform and is available to pick up passengers; (ii) any time a passenger is in the TNC vehicle; and (iii) any time the TNC driver has accepted a prearranged ride request through the digital platform and is en route to a passenger.

Prearranged ride means passenger transportation for compensation in a TNC vehicle arranged through a digital platform. "Prearranged ride" includes the period of time that begins when a TNC driver accepts a ride requested through a digital platform, continues while the TNC driver transports a passenger in a TNC vehicle, and ends when the passenger exits the TNC vehicle.

TNC insurance means a motor vehicle liability insurance policy that specifically covers liabilities arising from a TNC driver's operation of a TNC vehicle.

TNC driver means a person authorized by a transportation network company to use a TNC vehicle to provide prearranged rides through a Transportation Network Company's digital network. A driver need not be an employee of a Transportation Network Company.

TNC vehicle means a personal motor vehicle used by a driver in connection with providing services and/or transporting passengers for compensation from a Transportation Network Company.

Transportation Network Company or TNC means a corporation, partnership or other entity that uses a digital network to connect passengers with TNC drivers.

Sec. 30-94. License Required.

(a) No person or entity shall engage in the business of a Transportation Network Company unless such person or entity has secured a license authorizing such business from the City. This license shall cover all TNC drivers and their vehicles, which will be used under the TNC license. ~~Only those drivers and~~

~~vehicles listed on the license may be used by the TNC as a TNC driver.~~

(b) No person or entity shall engage in the business of a TNC driver unless such person or entity has secured a license authorizing such business/driving from the ~~City~~TNC.

(c) The annual license application forms for TNCs ~~and TNC drivers~~ shall be provided by the City and all of the applicable requirements of this Article, and Chapter 30, §§ 30-32, 30-33 and 30-34 shall be met prior to issuance of a TNC or TNC driver license.

(d) The annual license fee for new and renewal TNCs shall be \$500.00 per vehicle and \$76.00 for each new TNC driver and \$66.00 for renewal of a TNC driver's license, as provided in Portland City Code §15-12.

(e) Pursuant to § 15-11 of this Code, TNC and TNC driver licenses issued hereunder are not transferable.

(f) If a TNC license is denied or is revoked as a result of a disqualifying criminal conviction, as defined in § 30-16, for a class A, B or C crime, a TNC license shall not be issued to an immediate family member for the period of such disqualification. "Immediate family member" means a spouse, parent, sibling or child living in the same household as the applicant or licensee.

Sec. 30-95. General Operational Requirements for Transportation Network Companies and TNC driver.

(a) A TNC and a TNC driver shall provide passenger transportation only on a prearranged basis and only by means of a digital platform that enables passengers to connect with TNC drivers using a TNC vehicle. No TNC driver shall transport a passenger unless a TNC has matched the TNC driver to that passenger through a digital platform. A TNC driver shall not solicit, accept, arrange, or provide transportation in any other manner or on a "hail" or "walk-up" basis.

(b) A TNC shall authorize collection of fares for transporting passengers solely through a digital platform. A TNC and TNC driver shall not accept payment of fares directly from a passenger or any other person prearranging a ride.

Comment [DB1]: Would prefer to have this be an annual licensing fee for the TNC given that the number of vehicles we have operating is not static. Vehicles are coming on and off the system at any given moment.

(c) A TNC shall publish the following information on its public website and associated digital platform:

- (1) The method used to calculate fares or the applicable rates being charged and an option to receive an estimated fare in advance of accepting/booking the ride;
- (2) Information about its TNC driver screening criteria, including a description of the offenses that the transportation network company will regard as grounds for disqualifying an individual from acting as a TNC driver;
- (3) The means for a passenger or other person to report a TNC driver reasonably suspected of operating a TNC vehicle under the influence of drugs or alcohol;
- (4) Information about the company's training and testing policies for TNC drivers;
- (5) Information about the company's standards for TNC vehicles; and
- (6) A customer support telephone number or email address and instructions regarding any alternative methods for reporting a complaint.

(d) A TNC shall associate a TNC driver with one or more personal vehicles and shall authorize a TNC driver to transport passengers only in a vehicle specifically associated with a TNC driver by the transportation network company.

(e) A TNC driver shall carry and visibly display at all times while operating a TNC vehicle proof of coverage under the TNC insurance policy and each personal automobile insurance policy covering the vehicle. The TNC driver shall present such proof of insurance upon request to the City, a law-enforcement officer or any person involved in an accident that occurs during the operation of a TNC vehicle. The TNC shall require the TNC driver's compliance with the provisions of this section.

(f) Prior to a passenger's entering a TNC vehicle, a TNC shall provide through the digital platform to the person

prearranging the ride the first name and a photograph of the TNC driver, the make and model of the TNC vehicle, and the license plate number of the TNC vehicle.

(g) A TNC shall provide to each of its TNC drivers a credential that includes the following information:

- (1) The name or logo of the transportation network company;
- (2) The name and a photograph of the TNC driver; and
- (3) The make, model, and license plate number of each TNC vehicle associated with the TNC driver and the state issuing each such license plate.

The TNC driver shall carry the credential at all times during the operation of a TNC vehicle and shall present the credential upon request to law-enforcement officers, the City or a passenger of the vehicle.

(h) A TNC and its TNC driver shall make the following information available through its digital platform immediately upon request by the City and/or to law-enforcement officers:

- (1) The name of the transportation network company;
- (2) The name of the TNC driver and the identification number issued to the TNC driver by the transportation network company;
- (3) The license plate number of the TNC vehicle and the state issuing such license plate; and
- (4) The location, date, and approximate time that each passenger was or will be picked up and his or her destination.

(i) Upon completion of a prearranged ride, a TNC shall transmit to the person who prearranged the ride an electronic receipt that includes:

- (1) A map of the route taken;
- (2) The date and the times the trip began and ended;

(3) The total fare, including the base fare and any additional charges and/or surge-pricing increases incurred for distance traveled or duration of the prearranged ride;

(4) The TNC driver's first name and photograph; and

(5) Contact information by which additional customer support may be obtained.

(j) The TNC shall adopt and enforce a policy of nondiscrimination on the basis of a passenger's points of departure and destination and shall notify TNC drivers of such policy. TNC drivers shall comply with all other applicable laws regarding nondiscrimination against passengers or potential passengers.

(k) A TNC shall provide passengers an opportunity to indicate whether they require a wheelchair-accessible vehicle. If a transportation network company cannot arrange wheelchair-accessible service in a TNC vehicle in any instance, it shall direct the passenger to an alternate provider of wheelchair-accessible service, if available.

(l) A TNC shall not impose additional charges for providing services to persons with disabilities because of those disabilities.

(m) A TNC shall conduct, or have a third party conduct, an annual safety inspection of any motor vehicle(s) that a TNC Driver will use to provide TNC Services, and maintain complete documentation of such inspections at least for the period the current inspection remains valid.

(1) The safety inspection shall cover the following equipment:

(A) Foot brakes;

(B) Emergency brakes;

(C) Steering mechanism; (D) Windshield;

(E) Rear window and other glass;

(F) Windshield wipers;

(G) Headlights;

(H) Tail lights;

(I) Turn indicator lights;

(J) Stop lights;

(K) Front seat adjustment mechanism;

(L) Doors;

(M) Horn;

(N) Speedometer;

(O) Bumpers;

(P) Muffler and exhaust system;

(Q) Condition of tires, including tread depth;

(R) Interior and exterior rearview mirrors; and

(S) Safety belts and air bags for driver and passenger(s).

~~All TNC drivers shall submit to random vehicle inspections by the City or a member of law enforcement, in addition to the City's required annual inspection.~~

(n) All TNC vehicles shall be at all times clean and in good repair inside and out. "Clean and in good repair" shall mean and include, without limitation, as specified in § 30-18(a) (2).

(o) TNC vehicles shall at all times be in compliance with the laws of the State of Maine and rules and regulations enacted pursuant thereto.

(p) Smoking is not permitted at any time in any TNC vehicle.

(q) TNC drivers shall conduct themselves in a courteous and professional manner at all times. When transporting passengers, TNC drivers shall also be neat and clean in appearance. All articles of clothing shall be clean and in good repair.

Sec. 30-96. Requirements for TNC Drivers.

(a) Before authorizing an individual to act as a TNC driver, a TNC shall confirm that the person is at least 18 years old and possesses a valid driver's license.

(b)(1) Before authorizing an individual to act as a TNC driver, and at least once every two years after authorizing an individual to act as a TNC driver, a transportation network company shall obtain a national criminal history records check of that person.

(2) Before authorizing an individual to act as a TNC driver, and at least once annually after authorizing an individual to act as a TNC driver, a transportation network company shall obtain and review a national driving history research report on that person from the individual's state of licensure.

(3) Before authorizing an individual to act as a TNC driver, and at least once every two years after authorizing a person to act as a TNC driver, a transportation network company shall verify that the person is not listed on the Sex Offender and Crimes Against Minors Registry or on the U.S. Department of Justice's National Sex Offender Public Website.

(4) The Transportation Network Company shall verify on its annual City license application that each TNC driver has met all of the requirements of this section.

(c) A TNC driver shall inform each TNC that has authorized him or her to act as a TNC driver of any event that may disqualify him or her from continuing to act as a TNC driver, including any of the following: a change in the registration status of the TNC vehicle; the revocation, suspension, cancellation, or restriction of the TNC driver's license; a change in the insurance coverage of the TNC vehicle; a motor vehicle moving violation; and a criminal arrest, plea, or conviction.

Sec. 30-97. Requirements for TNC Vehicles.

(a) A TNC vehicle shall:

(1) Be a personal vehicle;

(2) Be validly titled and registered in the State of Maine or in another state;

(3) Receive an annual inspection of the vehicle by the City; and have a valid Maine safety inspection and carry proof of that inspection in the vehicle; and

(4) Be covered under a TNC insurance policy as described in § 30-98 of this Article.

(b) No TNC driver shall operate a TNC vehicle unless that vehicle meets the requirements of this section.

(c) Before authorizing a vehicle to be used as a TNC vehicle, a TNC shall confirm that the vehicle meets the requirements of subsection (a) and shall provide the City with verification on its annual license application that the requirements of this section have been met.

Sec. 30-98. TNC insurance.

(a) At all times during the operation of a TNC vehicle, a TNC shall keep in force TNC insurance as provided in this section.

(b) The following requirements shall apply to TNC insurance from the moment a TNC driver accepts a prearranged ride request on a TNC's digital platform until the TNC driver completes the transaction on the digital platform or until the prearranged ride is complete, whichever is later:

(1) TNC insurance shall provide motor vehicle liability coverage. Such coverage shall be primary and the minimum amount of liability coverage for death, bodily injury, and property damage shall be \$1 million per occurrence for each driver of a TNC vehicle.

(2) TNC insurance shall provide uninsured motorist coverage and underinsured motorist coverage per occurrence. The minimum amount of uninsured motorist coverage and underinsured motorist coverage for death,

Comment [DB2]: Need to have lower coverage limits during period of time where driver has application open but not conducting a trip. Uber has reached a compromise with auto insurers that the coverage limits for this time should be \$50/100/25k.

bodily injury, and property damage shall be \$1 million per occurrence.

Comment [DB3]: We'd prefer to have this tied to ME statutory minimum requirements.

- (3) ~~TNC insurance shall provide primary comprehensive collision coverage equal to that in the policy insuring the listed driver's vehicle.~~

Comment [DB4]: Not a public safety issue and also not required in any of the 50 states.

Sec. 30-99. Recordkeeping and reporting requirements for transportation network companies.

(a) Records maintained by a transportation network company shall at a minimum include:

- (1) True and accurate results of each national criminal history records check for each individual that the transportation network company authorizes to act as a TNC driver;
- (2) True and accurate results of the national driving history research report for each individual that the transportation network company authorizes to act as a TNC driver;
- (3) Driver's license records of TNC drivers, including records associated with participation in a driver record monitoring program;
- (4) True and accurate results of the sex offender screening for each individual that the transportation network company authorizes to act as a TNC driver;
- (5) Proof that the transportation network company obtained certification from the TNC driver that the TNC driver secured the consent of each owner, lessor, and lessee of the vehicle for its registration as a TNC vehicle and for its use as a TNC vehicle by the TNC driver; and
- (6) A transportation network company shall retain all records required under this subsection for a period of three years and shall make these records available to the City or a law enforcement officer upon request.

(b) A transportation network company shall maintain the following records and make them available upon request to the

Comment [DB5]: In lieu of this, we would prefer an auditing system that has been agreed to and adopted in many other jurisdictions around the country.

City or a law-enforcement officer to investigate and resolve a complaint or respond to an incident:

- (1) Data regarding TNC driver activity while logged into the digital platform, including beginning and ending times and locations of each prearranged ride;
- (2) Records regarding any actions taken against a TNC driver;
- (3) Contracts or agreements between the transportation network company and its TNC drivers;
- (4) Information identifying each TNC driver, including the TNC driver's name, date of birth, Social Security number and driver's license number and the state issuing the license; and
- (5) Information identifying each TNC vehicle the transportation network company has authorized, including the vehicle's make, model, model year, vehicle identification number, and license plate number and the state issuing the license plate.

(c) Except as required under this section, a transportation network company shall not disclose any personal information about a user of its digital platform unless:

- (1) The transportation network company obtains the user's consent to disclose the personal information;
- (2) The disclosure is necessary to comply with a legal obligation; or
- (3) The disclosure is necessary to protect or defend the terms and conditions for use of the service or to investigate violations of the terms and conditions.

Sec. 30-100. Zero-Tolerance Policy.

(a) A transportation network company shall employ a zero-tolerance policy with respect to the use of drugs and alcohol by TNC drivers while operating the TNC vehicle and shall include a notice concerning the policy on its website and associated digital platform.

Sec. 30-101. TNC Driver Access to the Jetport.

(a) No transportation network company or TNC driver shall conduct any operation on the property of or into the Jetport unless such operation is authorized by the City.

(b) TNC Driver access to the Jetport shall be subject to the Ground Transportation Rules adopted and revised by the City.

Sec. 30-102. Order of TNC Vehicle From Service.

A TNC vehicle may be ordered from service as specified in Chapter 30, § 30-24.

Sec. 30-103. Standards for Denial, Revocation and Suspension of License.

In addition to those standards set forth in Chapter 15 and Chapter 30, §§ 30-32, 30-33, 30-36 and 30-37, a TNC license or a TNC driver license may be denied, suspended or revoke if any of the requirements of this Article or the aforementioned sections are not met.

Sec. 30-104. Penalties.

In addition to the penalties specified in Chapter 1, § 1-15, if a TNC and/or a TNC driver violates any of the provisions of this Article or the City Code it may be subject to penalties as provided in Chapter 30, § 30-38.

Sec. 30-105. Notice and Opportunity for a Hearing.

A person or entity holding a TNC license and/or a TNC driver license shall be entitled to notice and an opportunity for a hearing prior to any revocation or suspension of its TNC or TNC driver license, as applicable, as provided in Chapter 30, § 30-38.1.

Sec. 30-106. Appeals.

A person or entity holding a TNC license and/or a TNC driver license shall be entitled to appeal any denial, suspension or revocation of a license under this Article as provided in Chapter 30, § 30-38.2.

Sec. 30-107. Severability.

The provisions of § 1-14 of this Code shall apply to this Article.



INTERIM OPERATING AGREEMENT

THIS AGREEMENT is entered into this 13th day of May, 2014, between the CITY OF DETROIT, a Michigan municipal corporation, whose address is 2 Woodward, Suite 500, Detroit, Michigan 48226 (hereinafter referred to as the "City"), and RASIER LLC, a Delaware limited-liability company, whose address is 182 Howard Street #8, San Francisco, California 94105 (hereinafter referred to as "Rasier").

Rasier refers to itself as a ride-sharing network that uses a digital platform to connect passengers to ridesharing operators using personal vehicles for the purpose of transportation. The City of Detroit has referred to this form of transportation service as a vehicle for hire, a transportation network company and/or a ride-sharing network. Regardless of how this form of transportation service is defined now by either of the parties, it is essentially an organization that matches drivers and riders on a prearranged basis, for trips provided by drivers using a personal vehicle, which will need to be resolved for any future ordinance.

"Rasier Partner" shall mean an individual who uses a personal vehicle to provide transportation services requested through the uberX platform in Detroit.

"Rasier Partner Vehicle" shall mean a personal vehicle that is used by a Rasier partner to provide transportation services requested through the uberX platform.

Rasier and the City agree to the principles set forth below with respect to Rasier's use of the uberX platform in the Uber software application, which it licenses from Uber Technologies, Inc. The parties agree that Rasier's acceptance of these principles acknowledges, solely for the purposes of this Agreement, that the City has the authority to enter into this Agreement. Rasier does not waive its right to contest the applicability of any laws or rules under the Detroit City Code, the General Statutes of the State of Michigan to Rasier, its use of the uberX platform, or Rasier Partners offering services requested through the uberX platform. Rasier does not waive its right to propose or support different principles, terms or conditions, or to raise any defense in any other local, state or federal regulatory or legal proceeding, including municipal-level proceedings. The City does not waive any right or authority to initiate any action under the Detroit City Code or the General Statutes of the State of Michigan.

RASIER AND THE CITY AGREE AS FOLLOWS:

The City is concurrently evaluating an amendment to Chapter 58, of the Detroit City Code, which would address "ridesharing network services." Pursuant to this Agreement, the City agrees to permit Rasier to operate in the City of Detroit while the City is evaluating an amendment of the City Code, subject to the conditions and restrictions set forth herein, until such time as the City shall adopt rules addressing rideshare network services. This Agreement shall expire upon the effective date of any amendment to the Detroit City Code addressing ridesharing network services, or two (2) years from the date hereof, whichever is first. The City may terminate this agreement upon thirty (30) days notice in its reasonable discretion.

RASIER AGREES TO THE FOLLOWING:

1. Rasier shall maintain a website that provides a customer service telephone number or email address.
2. Rasier shall maintain an agent for service of process in the city of Detroit, Michigan.
3. Rasier shall maintain accurate and up to date records of all Rasier Partners providing services requested through the uberX platform.
4. Upon completion of a trip, Rasier shall transmit or cause to be transmitted an electronic receipt to the passenger's email address or mobile application documenting the origination and destination of the trip and a description of the total amount paid, if any.
5. Rasier Partners shall accept only rides booked through the uberX digital platform and shall not solicit or accept street-hails.
6. Rasier Partners may offer service for compensation, no-charge, or suggested compensation. Rasier shall disclose rates used to determine any compensation or suggested compensation in the uberX platform in the Uber software application and/or website.
7. The app used by Rasier to connect Rasier Partners and passengers must display for the passenger a picture of the Rasier Partner and a picture or description (including license plate number) of the vehicle.
8. Rasier shall establish a driver-training program designed to ensure that each driver safely operates his or her vehicle prior to the driver being able to offer service.
9. Rasier shall implement a zero tolerance policy on the use of drugs or alcohol applicable to any Rasier Partner, provide notice of the zero tolerance policy on its website, as well as the procedures to report a complaint about a driver with whom the passenger was matched and for whom the passenger reasonably suspects was under the influence of drugs or alcohol during the course of the ride, and immediately deactivate said driver's access to the uberX platform upon receipt of a passenger complaint alleging a violation of the zero tolerance policy. The suspension shall last the duration of the investigation.
10. Prior to permitting a person to act as a Rasier Partner, and annually thereafter, Rasier shall obtain and review a criminal history research report for such person. The criminal background check will be a national criminal background check including the national sex offender database. Any person who has been convicted, within the past seven years, of driving under the influence of drugs or alcohol, or who has been convicted at any time for fraud, sexual offenses, use of a motor vehicle to commit a felony, a crime involving property damage, and/or theft, acts of violence, or acts of terror shall not be permitted to be a Rasier Partner.
11. Prior to permitting a person to act as a Rasier Partner, and quarterly thereafter, Rasier shall obtain and review a driving history research report for such person. Any person with (i) more than three (3) moving violations in the three-year period prior to such check, or (ii) a major violation in the three-year period prior to such check (including, but not limited to,

attempting to evade the police, reckless driving, or driving on a suspended or revoked license) shall not be permitted to be a Rasier Partner.

12. Rasier Partners shall adhere to the requirements of Michigan No-Fault Insurance. Rasier shall comply with State of Michigan business automobile liability insurance requirements and maintain a business automobile excess liability insurance policy, which covers all vehicles operated by Rasier Partners, with a minimum combined single limit of one million dollars (\$1,000,000.00) for each occurrence of bodily injury and property damage for accidents involving a vehicle and Rasier Partner in transit to or during a trip. As soon as practicable, Rasier shall provide to the City a certificate of insurance for such policy, naming Rasier as the insured and an endorsement naming the City of Detroit as an additional insured. The policy shall be accompanied by a commitment from the insurer that such policy shall not be canceled or coverage reduced without at least thirty (30) days prior notice to the City of Detroit.

13. Rasier Partners shall:

a. Possess a valid driver's license, proof of registration, maintain current automobile liability insurance, and be at least twenty-one (21) years of age; and

b. Provide proof of both the Rasier Partner's personal insurance and excess liability insurance in the case of an accident; provided, that the Rasier Partner shall have twenty-four (24) hours to provide proof of excess liability insurance.

14. Rasier Partner Vehicles may be street-legal coupes, sedans, or light-duty vehicles, including without limitation, vans, minivans, sport utility vehicles (SUVs), hatchbacks, convertibles and pickup trucks.

15. All Rasier Partner Vehicles shall have a safety inspection conducted annually by Rasier or a third party before being used to provide a service, pursuant to a procedure approved by the City. Such procedure shall, at a minimum, include inspection of the following components:

- a. Foot brakes;
- b. Parking brakes;
- c. Steering mechanism;
- d. Windshield;
- e. Rear window and other glass;
- f. Windshield wipers;
- g. Headlights;
- h. Tail lights;

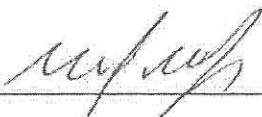
- i. Turn indicator lights;
- j. Stoplights;
- k. Front seat adjustment mechanism;
- l. Doors (open, close, lock);
- m. Horn;
- n. Speedometer;
- o. Bumpers;
- p. Muffler and exhaust system;
- q. Condition of tires, including tread depth;
- r. Interior and exterior rear view mirrors; and
- s. Safety belts for driver and passenger(s).

THE CITY AGREES TO THE FOLLOWING:

1. While the City is determining if Rasier and Rasier Partners are subject to City regulation, the City will suspend enforcement of Detroit City Code, Chapter 58 against Rasier and Rasier Partners during the term of this Agreement, unless such enforcement stems solely and directly from violation of any of the provisions in this Agreement.

2. The City shall have the authority to enforce the requirements of this Agreement, including inspection of relevant records. Failure to adhere to the requirements of this Agreement by Rasier or a Rasier Partner may result in sanctions imposed by the City, or termination of this Agreement, at the City's discretion.

THE CITY OF DETROIT

By: 

Name: Melvin B. Hollowell

Its: Corporation Counsel

Rasier LLC,

By: 

Name: Travis Kalanick

Its: Manager

**Interim Operating Agreement
by and between
Uber, Inc. and the City of Spokane**

This Agreement is entered into this _____ day of September, 2014, between the City of Spokane, whose address is 808 West Spokane Falls Boulevard, Spokane, Washington 99201 (hereinafter referred to as the "City"), and Uber, Inc., whose address is 506 2nd Avenue Suite 3100, Seattle, Washington, 98104 (hereinafter referred to as "Uber").

WHEREAS, Uber refers to itself as a ride-sharing network that uses a digital platform to connect passengers to ridesharing operators using their personal vehicles for the purpose of transportation. The City has referred to this form of transportation service as a transportation network company. Regardless of how this form of transportation service is defined now by either of the parties, it is essentially an organization that matches drivers and riders on a prearranged basis, for trips provided by drivers using their personal vehicles; and

WHEREAS, *Uber Operator* shall mean an individual who uses the individual's personal vehicle to provide transportation services through the Uber platform; and

WHEREAS, *Uber Vehicle* shall mean a personal vehicle that is used by an operator through the Uber platform; and

WHEREAS, Uber and the City agree to the principles set forth below with respect to Uber's platform. The parties agree that Uber's acceptance of these principles acknowledges, solely for the purposes of this Agreement, that the City has the authority to enter into this Agreement. Uber does not waive its right to contest the applicability of any laws or rules to Uber, the Uber platform, or Uber Operators offering services through the Uber platform. Uber does not waive its right to propose or support different principles, terms or conditions, or to raise any defense in any other local, state or federal regulatory or legal proceeding, including municipal-level proceedings. The City does not waive any right or authority to initiate any action under the Spokane Municipal Code or state law; and

WHEREAS, pursuant to SMC 12.03.0508, Uber and Uber Operators shall not operate any vehicles to or from the Spokane International Airport (SIA) unless such operation is with the approval of the SIA Board and under such terms and conditions as the SIA Board shall prescribe; and

WHEREAS, there is authority for the City to establish regulations applying to for-hire vehicles as granted by Article 11, Section 11 of the Washington State Constitution and RCW 46.72.160 -- Now, Therefore,

UBER AND THE CITY AGREE AS FOLLOWS:

The City is currently reviewing its municipal code regarding for-hire vehicles as it pertains to "transportation network companies" like Uber. Pursuant to this Agreement, the City agrees to permit Uber to operate in the City of Spokane while evaluating these updates, subject to the conditions and restrictions set forth herein,. This Agreement shall expire upon the effective date of any amendment to the Spokane Municipal Code's Chapter 10.34 respecting For-Hire Vehicles addressing transportation network companies, or nine months from the date the City Council approves this Agreement, whichever is first. The City may terminate this agreement upon thirty (30) days notice in its reasonable discretion.

UBER AGREES AS FOLLOWS:

1. Uber shall maintain a website that provides a customer service telephone number or email address.
2. Uber shall maintain an agent for service of process in the city of Spokane, Washington.
3. Uber shall maintain accurate and up-to date records of all operators providing services through the Uber platform.
4. Upon completion of a trip, Uber shall transmit an electronic receipt to the passenger's email address or mobile application documenting the origination and destination of the trip and a description of the total amount paid, if any.
5. Uber and Uber's operators shall accept only rides booked through a transportation network company's digital platform and shall not solicit or accept street-hails.
6. Uber may offer service for compensation, no-charge, or suggested compensation. Uber shall disclose its rates used to determine any compensation or suggested compensation on its app and/or website.
7. The app used by Uber to connect operators and passengers must display for the passenger the name and photograph of the operator as well as the make, model and license plate number of the vehicle.
8. Uber shall establish a driver-training program designed to ensure that each driver safely operates his or her vehicle prior to the driver being able to offer service.
9. Uber shall implement a zero-tolerance policy on the use of drugs or alcohol applicable to any driver on the Uber platform, provide notice of the zero-tolerance policy on its website, as well as the procedures to report a complaint about a driver with whom the passenger was matched and for whom the passenger reasonably suspects was under the influence of drugs or alcohol during the course of the ride, and immediately suspend said driver upon receipt of a

passenger complaint alleging a violation of the zero-tolerance policy. The suspension shall last the duration of the investigation.

10. Prior to permitting a person to act as a driver on its digital network, and annually thereafter, Uber shall obtain and review a criminal history research report for such person. The criminal background check shall be a national criminal background check including the national sex offender database. Any person who has been convicted, within the past seven years, of driving under the influence of drugs or alcohol, or who has been convicted at any time for fraud, sexual offenses, use of a motor vehicle to commit a felony, a crime involving property damage, and/or theft, acts of violence, or acts of terror shall not be permitted to be a Uber Operator. Uber will maintain electronic records of such criminal background checks for a period of two years.
11. Prior to permitting a person to act as a driver on its network, and quarterly thereafter, Uber shall obtain and review a driving history research report for such person. Any person with: (i) more than three (3) moving violations in the three-year period prior to such check, or (ii) a major violation in the three-year period prior to such check (including, but not limited to, attempting to evade the police, reckless driving, or driving on a suspended or revoked license) shall not be permitted to be a Uber Operator on the Uber platform. Uber will maintain electronic records of such driving history research reports for a period of two years.
12. Uber shall maintain an automobile liability insurance policy, which covers all vehicles operated by Uber Operators, with a minimum combined single limit of one million dollars (\$1,000,000.00) per occurrence of bodily injury and property damage for accidents involving a vehicle and Uber operator in transit to or during a trip. For the term of this Agreement, Uber shall provide evidence that each Uber vehicle operated by a Uber Operator within the City has liability insurance in an amount no less than required by RCW 46.72.050 during the period when a Uber operator is matched with a ride request and is providing a ride on the Uber platform. As soon as practicable, Uber shall provide to the City a certificate of insurance for such policy, naming Uber as the insured and an endorsement including the City as an additional insured. The policy shall be accompanied by a commitment from the insurer that such policy shall not be canceled, modified, or coverage reduced without at least thirty (30) days prior notice to the City.
13. Uber Operators shall:
 - (1) Possess a valid driver's license, proof of registration, maintain current automobile liability insurance, and be at least twenty-one (21) years of age; and
 - (2) Provide proof of both the operator's personal insurance and excess liability insurance in the case of an accident; provided, that the operator shall have twenty-four (24) hours to provide proof of excess liability

insurance.

14. Uber Vehicles may be street-legal coupes, sedans, or light-duty vehicles, including without limitation, vans, minivans, sport utility vehicles (SUVs), hatchbacks, convertibles and pickup trucks.
15. All vehicles shall have a safety inspection conducted annually by Uber or a third party before being used to provide a service, pursuant to a procedure approved by the City. Such procedure shall, at a minimum, include inspection of the following components:
 - (1) Foot brakes;
 - (2) Parking brakes;
 - (3) Steering mechanism;
 - (4) Windshield;
 - (5) Rear window and other glass;
 - (6) Windshield wipers;
 - (7) Headlights;
 - (8) Tail lights;
 - (9) Turn indicator lights;
 - (10) Stop lights;
 - (11) Front seat adjustment mechanism;
 - (12) Doors (open, close, lock);
 - (13) Horn;
 - (14) Speedometer;
 - (15) Bumpers;
 - (16) Muffler and exhaust system;
 - (17) Condition of tires, including tread depth;
 - (18) Interior and exterior rear view mirrors; and
 - (19) Safety belts for driver and passenger(s).
16. Uber and Uber Operators shall not use any marked taxicab zones.
17. Uber shall pay to the City .10 cents per ride to cover any administrative and regulatory costs associated with the Uber platform. Payment shall be sent to the City on a quarterly basis with an annual cap of \$10,000.00 for all funds generated through the transportation network company per ride fee. Uber shall provide documentation demonstrating the number of rides per month, which may be marked proprietary and confidential.

THE CITY AGREES TO THE FOLLOWING:

1. While the City is determining whether the Spokane Municipal Code regarding For-Hire Vehicle regulations needs to be amended to reflect the operation of Transportation Network Companies, the City will not apply Spokane Municipal Code Chapter 10.34 to Uber and Uber's operators during the term of this

Agreement, unless such enforcement stems solely and directly from violation of any of the provisions of this Agreement.

2. The City shall have the authority to enforce the requirements of this Agreement, including inspection of relevant records. Failure to adhere to the requirements of this Agreement by Uber or a Uber Operator may result in sanctions imposed by the City, or termination of this Agreement, at the City's discretion.
3. If a public records request is made of the City for documents that have been designated by Uber as confidential or proprietary, the City shall provide written notice to Uber prior to disclosure.

DATED: _____

CITY OF SPOKANE

By: _____

Title:

ATTEST:

APPROVED AS TO FORM:

City Clerk

Assistant City Attorney

DATED: _____

UBER, INC.

By: _____

Title:

Add-on

Agenda Item #:

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 10, 2015

☐ Consent ☒

Regular

☐ Public Hearing

Department

Submitted By: COUNTY ATTORNEY

Submitted For:

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: approve a Temporary Operating Agreement (TOA) between the County and Rasier, LLC, a subsidiary of Uber Technologies, Inc. (Uber) allowing Uber to operate as a vehicle-for-hire company in Palm Beach County.

Summary: The TOA sets forth the terms and conditions that Uber agrees to comply with in order to operate in Palm Beach County. The agreement includes insurance, background checks, driver history reports and standards, and vehicle safety requirements, as well as other provisions, including the payment of \$15,000 to the County for administration and enforcement costs related to the TOA.

Background and Policy Issues: At the BCC's January 27th Workshop on network transportation companies, staff was directed to issue a cease and desist letter to Uber and to file an injunction if the County's demand wasn't met within 10 days. The letter was issued on January 29th. Staff was also asked to provide an update at the February 3rd BCC meeting, which resulted in the Board's authorization to hold off on the filing of an injunction and to bring back an operating agreement on March 10th. A revised compliance letter was sent to Uber on February 5th reflecting the BCC's direction.

County Attorney staff has extensively reviewed agreements that have been reached in other jurisdictions in addition to other related regulatory documents and information. Staff also had numerous conversations with other local government legal offices in Florida and across the nation. The TOA being recommended substantially addresses the concerns raised by the Board, in particular, insurance and background checks. Other areas covered include, but are not limited to, driver history reports, driver requirements, driver/vehicle identification, vehicle safety inspections, surge-pricing, accessibility, community outreach, administration and enforcement payment to the County, and indemnification. Further, the Department of Airports, after independent conversations with Uber, has provided the language found in the TOA that specifically addresses airport operations.

(Continued on page 3)

Attachments:

1. Temporary Operating Agreement

Recommended

by:

Date

Continued from page 1:

It must be emphasized that the TOA is exactly what it says it is...temporary. The Consumer Affairs Division has already commenced review of the current VFH ordinance and will be making a recommendation at a later time, presumably far before the TOA's September 30th expiration date. While the TOA is basically a negotiated product between the parties, any ordinance review and revision will include all interested parties, including the taxicab industry and the VFH Advisory Committee. If the TOA isn't approved, Consumer Affairs will continue to enforce the VFH Ordinance against any TNCs including Uber. This activity has not ceased during our efforts to develop the TOA.

Staff believes that the TOA is a satisfactory gap measure that provides a regulatory framework consistent with the TNC model for the County to allow Uber to operate and, therefore, approval of the TOA is recommended.

c

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures					

Operating Costs

External Revenues

\$15,000*

Program Income (County) _____

In-Kind Match (County)

NET	FISCAL	IMPACT
		\$15,000*

*for the administration and enforcement of the TOA paid for by Uber.

ADDITIONAL FTE
POSITIONS (Cumulative)_____

Is Item Included in Current Budget? Yes____ No____

Budget Account No.: Fund____ Department____ Unit____ Object____

Reporting Category_____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

OFMB

Contract Development and Control

B. Legal Sufficiency:

Assistant County Attorney

C. Other Department Review:

Department Director

THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.

TEMPORARY OPERATING AGREEMENT

This Temporary Operating Agreement (hereinafter "Agreement") is entered into this ____ day of March, 2015, between PALM BEACH COUNTY, a political subdivision of the State of Florida, whose address is 301 N. Olive Avenue, West Palm Beach, Florida 33401 (hereinafter "County"), and RASIER, LLC, a Delaware limited liability company and subsidiary of Uber Technologies, Inc. commonly referred to as "Uber", whose address is 1455 Market Street, San Francisco, California 94103 (hereinafter "Rasier").

WHEREAS, Rasier is a transportation network company (TNC) that desires to continue operating in Palm Beach County; and

WHEREAS, regardless of how this form of transportation service is defined, it is the County's position that Rasier is performing vehicle-for-hire (VFH) services and subject to its existing VFH regulations; and

WHEREAS, notwithstanding the above, County is currently reviewing its VFH regulations as they pertain specifically to TNCs and agrees to allow Rasier to operate in Palm Beach County during this review, subject to the terms and conditions set forth below.

NOW, THEREFORE:

I. County and Rasier agree as follows:

A. The following definitions shall apply to this Agreement:

"Rasier Partner" means an individual who uses a personal or noncommercial vehicle to provide transportation services requested through the Rasier digital platform in Palm Beach County.

"Rasier Partner Vehicle" means a personal or noncommercial vehicle that is used by a Rasier Partner to provide transportation services requested through the Rasier digital platform.

"Transportation Network Company" (TNC) means an individual, partnership, association, corporation, or other entity that uses a digital platform to connect passengers to drivers who use a personal or other noncommercial vehicle to provide for-hire ground transportation services.

"Transportation Network Company (TNC) Services" means transportation of a passenger between points chosen by the passenger and prearranged with a Rasier Partner through the Rasier platform. TNC services begin when a Rasier Partner accepts a request for transportation received through the Uber app, TNC services continue

while the Rasier Partner transports the passenger in the Rasier Partner's vehicle, and terminate when the passenger reaches his or her intended destination and exits the Rasier Partner's vehicle.

B. Rasier agrees solely for the purposes of this Agreement, that County has the authority to enter into this Agreement. Rasier does not waive its right to contest the applicability of any laws or rules to Rasier, the Rasier platform, or Rasier Partners offering services through the Rasier platform. The County does not waive any right or authority to pursue any available legal remedies to ensure Rasier and Rasier Partners operate legally in Palm Beach County.

II. Rasier agrees as follows:

A. Insurance.

Insurance. Rasier shall comply with all applicable insurance requirements mandated by Florida laws pertaining to insurance, including but not limited to, automobile liability insurance, and shall provide proof of said compliance. The following is also required:

1. When logged into Rasier platform but not en route/with passenger: The following automobile liability insurance requirements shall apply during the time that a Rasier Partner is logged into the Uber platform and available to receive requests for transportation but is not en route to pick up a passenger or conducting a trip with a passenger:
 - (a) automobile liability coverage which provides at least fifty thousand dollars (\$50,000) for bodily injury any one (1) person in any one (1) accident, one hundred thousand dollars (\$100,000) for bodily injury to all persons in any one (1) accident, and twenty five thousand dollars (\$25,000) for property damage in any one (1) accident; in the event the Rasier Partner's own insurance is not available;
2. When providing TNC Services: The following requirements shall apply:
 - (a) Provides primary commercial automobile liability insurance that recognizes the Rasier Partner's provision of TNC Services;
 - (b) Provides primary commercial automobile liability insurance of at least \$1,000,000 for death, personal injury and property damage;
 - (c) The coverage requirements of this paragraph 2: may be satisfied by any of the following: Automobile liability insurance maintained by the Rasier Partner; automobile liability insurance maintained by Rasier; or any combination of the immediately preceding two; and,
 - (d) In any claims coverage investigation, Rasier shall cooperate with a liability insurer that also insures the driver's personal vehicle. Rasier shall include the relevant dates and times at which an incident occurred that involved the Rasier Partner while the Rasier Partner was logged into their digital network.

3. Insurance Deficiency. In every instance where insurance maintained by a Rasier Partner to fulfill the above insurance requirements has lapsed, failed to provide the required coverage, denied a claim for the required coverage or otherwise ceased to exist, insurance maintained by Rasier shall provide the coverage required by this section beginning with the first dollar of a claim.
4. Primary Coverage. Rasier shall submit documentation to County that it has secured primary automobile liability insurance coverage in the amount of at least \$1,000,000 per occurrence for the driver for incidents involving the driver while active on the Rasier platform. Rasier's policy shall provide blanket coverage for non-owned automobiles active on the Rasier platform.
5. Certificate of Insurance/Additional Insured. Rasier shall provide to the County a certificate of insurance for the policy(ies) required herein, naming Rasier as the insured and an endorsement including the County as an additional insured. The policy(ies) shall be accompanied by a commitment from the insurer that such policy will not be canceled, modified, or coverage reduced without at least thirty (30) days' prior notice to the County.
6. No contractual hold harmless required in the terms of service shall be used to evade the insurance requirements of this agreement.

B.

Background Check. Prior to allowing a driver to be on its digital network, Rasier shall conduct a local, state and federal criminal background check and obtain and review the criminal history for each potential Rasier Partner to determine whether that person has been convicted within the previous five (5) years, regardless of adjudication, of a crime set forth in Sect. 19-227 (7)-(8) and (10)-(11) of the County's VFH Code or declared to be any one of the offenders under Sect. 19-227 (12) and (13). If it is determined that a person has been convicted of any of the foregoing, that person shall not be permitted to be a Rasier Partner. Rasier will maintain electronic records of such criminal history report for the duration of this Agreement.

- C. Driver History Report. Prior to permitting a person to act as a Rasier Partner and quarterly thereafter, Rasier shall obtain and review a State of Florida Department of Highway Safety and Motor Vehicles traffic/driving history report for such person. Any person with: (1) more than three (3) moving violations in the three- year period prior to such check; (2) a major violation in the three-year period prior to such check (including, but not limited to, attempting to evade the police, reckless driving, or driving on a suspended or revoked license); or (3) has a "habitual traffic offender" classification, shall not be permitted to be a Rasier Partner. Rasier will maintain electronic records of such driving history reports for the duration of this Agreement.

- D. Driver Requirements. Rasier shall ensure that all Rasier Partners are at least twenty-one (21) years of age; possess a valid Florida driver's license or is otherwise

authorized to operate a motor vehicle in Florida pursuant to Section 322.031, Florida Statutes; and possess proof of vehicle registration and current automobile liability insurance. Rasier must secure proof of Rasier Partner's personal insurance. Rasier shall maintain accurate and up-to-date records of all Rasier Partners providing services through the Rasier platform. Rasier shall provide driver-related guidance materials to Rasier Partners. Rasier shall also take reasonable steps to notify Rasier Partners of their obligations under this Agreement.

- E. Driver Drug/Alcohol and Tobacco Use. Rasier shall implement a zero-tolerance policy on the use of drugs or alcohol applicable to any Rasier Partner, provide notice of the policy on its website, as well as the procedures to report a driver the passenger reasonably suspects was under the influence of drugs or alcohol during the course of the ride, and immediately suspend said driver upon receipt of a passenger complaint alleging a violation of the policy. The suspension shall last the duration of the investigation. Further, Rasier Partners are required to provide a smoke-free environment inside their vehicles when transporting a passenger.
- F. Driver/Vehicle Identification. Once a passenger and a Rasier Partner have been matched, Rasier's digital platform shall display for the passenger the name and photograph of the Rasier Partner as well as a description of the make, model and license plate number of the Rasier Partner Vehicle.
- G. Vehicles Used; Safety Inspection. Rasier Partners' Vehicles shall be street-legal 4-door vehicles that are no more than ten (10) model years of age. No Rasier Partner Vehicle shall display a top light or electronic identification signage and shall not be marked with the word "taxi", "taxicab" or "cab." Within 30 days of the effective date of this Agreement, all Rasier Partner vehicles currently operating shall have a safety inspection conducted by an automobile technician that is certified by the National Institute for Automotive Service Excellence (ASE). All Rasier Partner Vehicles entered into service after the effective date of this Agreement shall be inspected within 30 days of entry into service. Rasier Partners shall keep proof of their vehicle inspection with them at all times in their Rasier Partner Vehicle and produce a copy of same upon request by County during an investigation. Such procedure shall, at a minimum, include an inspection of the following components:
- (1) Foot brakes;
 - (2) Emergency parking brake;
 - (3) Suspension/steering mechanism;
 - (4) Windshield;
 - (5) Rear window and other glass;
 - (6) Windshield wipers;
 - (7) Headlights;
 - (8) Taillights;
 - (9) Turn indicator lights;
 - (10) Brake lights;

- (11) Front seat adjustment mechanism;
- (12) Doors (open/close/lock);
- (13) Horn;
- (14) Speedometer;
- (15) Bumpers;
- (16) Muffler and exhaust system;
- (17) Condition of tires, including tread depth;
- (18) Interior and exterior rear view mirrors; and
- (19) Safety belts for driver and passengers.

- H. Customer Service. Rasier shall maintain a website and provide a 24-hour customer service telephone number or email address.
- I. Service of Process. Rasier shall maintain an agent for service of process in Florida.
- J. Passenger Receipt. Upon completion of a trip, Rasier shall transmit an electronic receipt to the passenger's email address or mobile application documenting the origination and destination of the trip and a description of the total amount paid, if any.
- K. No Solicitation or Street-Hails. Rasier Partners shall only accept rides booked through a digital platform and shall not solicit or accept street-hails.
- L. Rate Disclosure. It is understood that Rasier may offer service for compensation, no-charge, or suggested compensation. Rasier shall disclose rates used to determine any compensation or suggested compensation on its app and website. Before a trip is accepted, a rider must be able to view the estimated fare, suggested fare, or indication that no-charge is required for the trip.
- M. Surge-pricing. When Rasier utilizes surge-pricing through its software application in areas and times of high demand, the software application must: (1) provide clear and visible indication that dynamic pricing is in effect prior to when a potential ride requests a ride; (2) include a feature that requires riders to confirm that they understand that dynamic pricing will be applied in order for the ride request to be completed; and (3) provide a fare estimator that enables the user to estimate the cost under dynamic pricing prior to requesting the ride.
- N. Taxicab Zones. Rasier Partners shall not use any marked taxicab zones.
- O. Accessibility. Rasier shall not allow Rasier Partners to refuse to accept a passenger who is disabled, or to charge a higher fare or additional fee to a person who is disabled, based on the person's disability, use of a support animal, wheelchair, crutches, or other mobility assistance device. Should exposure to a support animal cause a Rasier Partner an undue health burden, Rasier shall make best efforts to connect the passenger with the support animal to an alternate driver. Rasier shall set aside a sum equivalent to five cents (\$0.05) for every ride originating in Palm Beach County up to \$25,000, and shall use those funds to support TNC riders who require wheelchair accessible accommodations.

- P. Community Outreach. Rasier shall conduct outreach to community organizations with wheelchair accessible vehicles to publicize Rasier's need for wheelchair accessible vehicles and drivers with the goal of providing services to all passengers. Rasier shall also conduct outreach to communities that are of lower social economic strata without adequate transit options with the goal of increased access to transportation options. Rasier shall report to the County the effectiveness of both outreach efforts on or before September 30, 2015
- Q. Payment to County. Within ten (10) days from the effective date of this Agreement, Rasier shall pay to the County fifteen thousand dollars (\$15,000.00) to cover any administrative and regulatory costs associated with this Agreement and Rasier's operations in Palm Beach County for one year from the effective date of this Agreement. In the event this Agreement is not extended beyond September 30, 2015, Rasier's payment shall be credited toward any fee that it is required to pay under a subsequent Agreement or County ordinance governing TNC operations in the County such that Rasier's \$15,000 payment will apply toward one year of operations from the effective date of this Agreement.
- R. Airport. Rasier and Rasier Partners shall not operate any vehicles to or from the Palm Beach International Airport ("Airport") unless such operations are in compliance with the requirements of Exhibit "A" to this Agreement.
- S. Audit. Rasier must maintain accurate records as required under this Agreement. Upon the County's request, and no more than one time while this Agreement is in effect, Rasier shall make these records available for inspection to the County for purposes of conducting an audit of Rasier's compliance with this Agreement. This audit shall occur at Rasier's place of business or a mutually agreed setting in Palm Beach County.
- T. Complaint Investigation. In response to a specific complaint, the County may inspect, at Rasier's place of business or a mutually agreed setting in Palm Beach County, those records held by Rasier whose review is specifically necessary for the investigation and resolution of the complaint.
- U. Records; Confidentiality. The County shall not disclose any records obtained from Rasier pursuant to this Agreement or Exhibit A to this Agreement unless the County is required to do so by applicable law or court order or Rasier has consented to such release. In the event that a third party submits a request to the County for such records, the County shall, upon receipt of such request, notify Rasier that it has received a request and inform Rasier of whether it will release the requested record(s) so that Rasier has an opportunity to take steps to prevent disclosure

III. County agrees as follows:

- A. Rasier may operate in Palm Beach County so long as Rasier and Rasier Partners comply with the terms and conditions set forth in this Agreement.
- B. County shall suspend enforcement of the provisions in Article XI of Chapter 19 of its VFH Code and any other applicable VFH regulations against Rasier and Rasier Partners during the term of this Agreement, including applicable Airport Rules and Regulations, unless such enforcement stems from a violation of any of the provisions of this Agreement.

IV. General Provisions:

- A. Effective Date/Term. This Agreement goes into effect on the date of approval by the Board of County Commissioners on behalf of the County and continues in full force and effect until and through September 30, 2015, unless otherwise extended by both parties in writing.
- B. Termination. Notwithstanding anything contained herein to the contrary, the County or Rasier may, with or without cause, terminate this Agreement upon thirty (30) days' written notice to the other party.
- C. Enforcement. County shall have the authority to enforce the requirements of this Agreement. Failure to adhere to the requirements of this Agreement by Rasier or any Rasier Partner may result in fines in an amount equal to the fines for similar violations under the County's VFH Code, or termination of this Agreement, at the County's discretion.
- D. No Recourse. No recourse shall be had against any elected official, director, officer, attorney, agent, or employee of Rasier or County, whether in office on the effective date of this Agreement or after such date, for any claim based upon this Agreement.
- E. No Other Arrangement Created. This Agreement will not be construed in any form or manner to establish a partnership, joint venture or agency, express or implied, nor any employer-employee or borrowed servant relationship by and between Rasier and County.
- F. Entirety of Agreement. This Agreement, including Exhibit A, constitutes the entire Agreement between the County and Rasier. Any previous Agreement, assertion, statement, understanding, or other commitment before the date of this Agreement, whether written or oral, shall have no force or effect. No agreement, assertion, statement, understanding, or other commitment during the term of this Agreement, or after the term of this Agreement, shall have any legal force or effect unless properly executed in writing by Rasier and the County.
- G. Applicable Law and Venue. This Agreement is made, and shall be construed and

interpreted under the laws of the State of Florida, and venue for any lawsuit concerning this Agreement shall lie in Palm Beach County, Florida.

H. Notice. All official communications and notices required to be made under this Agreement shall be deemed made if sent, postage prepaid, to the addresses identified above to the attention of the signatories below.

I. Indemnification. It is understood and agreed that Rasier and Rasier Partners are not agents, servants or employees of County or its Board of County Commissioners. Rasier shall indemnify and hold harmless the County and its elected officers and employees ("County Parties") from any damages against the County Parties arising directly from: (1) this Agreement; or (2) the acts or omissions of Rasier or Rasier Partners or their respective agents, employees, licensees or invitees ("Rasier Parties") in connection with transportation network company services in the County, including at the Airport, when such acts were intentional, or acts of gross negligence or willful misconduct. The foregoing indemnification and hold harmless shall apply only if: (1) the County has asserted, at its own expense, the sovereign immunity defense or similar government immunity doctrine to the claim if such defense is relevant and a court has determined that the defense does not bar the claim; or (2) the County is not covered for the claim under the insurance policy described in section II(A)(5) of this Agreement. The indemnification and hold harmless shall also include all costs, reasonable attorney fees, and reasonable expenses incurred for such loss. Notwithstanding anything contained herein to the contrary, Rasier shall not be obligated to indemnify or hold harmless the County Parties for matters that are judicially determined to be attributable to the negligent or intentional acts or omissions of the County Parties. This section shall survive the expiration or earlier termination of this Agreement. Nothing contained herein shall be construed as a waiver of sovereign immunity or the statutory limits of liability set forth in Section 768.28, Florida Statutes. The foregoing indemnification obligation is contingent upon the following: (i) the County shall provide Rasier with prompt written notice of any claim subject to indemnification hereunder, and (ii) any costs to be incurred by the County when it defends and/or settles each such claim are subject to Rasier's prior consent, which shall be reasonable.

DATED: _____
ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
SHELLEY VANA, MAYOR

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

DATED: _____

COUNTY ATTORNEY

DATED: _____ ATTEST:
RASIER, LLC

_____ By: _____

Type or Print Name:

Title/Position:

EXHIBIT "A"
AIRPORT INTERIM OPERATING REQUIREMENTS

1. Rasier acknowledges that County owns and operates the Palm Beach International Airport ("Airport"), which is managed by and through its Department of Airports ("Department"). In addition to any other rules or requirements established by County by law or under this Agreement, Rasier and Rasier Partners shall comply with all applicable requirements of the Palm Beach County Airport Rules and Regulations adopted by County Resolution No. R-98-220, as now or hereafter amended, and any successor ordinance or resolution regulating activities or operations on the Airport ("Airport Regulations"), while engaging in ground transportation activities on the Airport, subject to the provisions of this Agreement.

2. In order to assist County in managing the number of commercial vehicles utilizing the Airport roadways and facilities, including, but not limited to, terminal and parking facilities, and to maintain the security of adjacent County-owned properties, Rasier shall establish a virtual perimeter around the Airport bounded by the following roadways: northern edge of Belvedere Road (North boundary); western edge of Military Trail (West boundary); eastern edge of Australian Avenue (East boundary); and southern edge of Southern Boulevard (South boundary) (hereinafter referred to as the "Geo-Fence"). Rasier Partners shall be prohibited from staging, loitering or parking within the Geo-Fence. In addition, if the Department determines a Rasier Partner is illegally staging on any adjacent County-owned properties, including, but not limited, to the Airport Centre complex located northwest corner of I-95 and Southern Boulevard or the County-owned properties located north of Belvedere Road and west of Military Trail, the Department may request the suspension or termination of the Rasier Partner in accordance with Section 8 below. In an effort to ensure Rasier Partners adhere to the foregoing requirements, Rasier shall block Rasier Partners from accepting passengers on the Uber app while located anywhere within the Geo-Fence. At all times during the term of this Agreement, County shall be capable of verifying that Rasier has incorporated the Geo-Fence through the Uber app. Rasier shall notify the Rasier Partners operating at the Airport of the requirements of this Agreement. Rasier acknowledges and agrees that it shall be the sole responsibility of Rasier and Rasier Partners to provide appropriate areas for the staging of Rasier Partner Vehicles while waiting for potential passengers.

3. Within fifteen (15) days of the date of this Agreement, Rasier shall issue to each Rasier Partner authorized to provide TNC Services on the Airport with trade dress that shall be affixed to a Rasier Partner Vehicle and shall identify the Rasier Partner as providing TNC Services for Rasier. Trade dress shall allow County to identify Rasier Partner Vehicles at a distance of up to fifty (50) feet at all times when such vehicles are within the Geo-Fence. Prior to issuance of the trade dress, the size, format and content of the trade dress shall be provided by Rasier to the Department for review and approval.

4. When providing TNC Services on the Airport, Rasier shall ensure that Rasier Partners comply with the following requirements:

- A. Each Rasier Partner authorized to provide TNC Services at the Airport shall affix the approved trade dress to their Rasier Partner Vehicle so that the trade dress is clearly visible from outside the Rasier Partner Vehicle

prior to entering the Geo-Fence.

- B. Every passenger picked or dropped off shall be documented by an electronic reservation before the Rasier Partner crosses the Airport's Geo-Fence. Rasier Partners shall not enter the Airport's Geo-Fence without a valid electronic reservation. Each Rasier Partner shall present his or her driver's license and electronic reservation for inspection to any Department, County or Palm Beach County Office Sheriff's Department representative or employee upon request. The electronic reservation shall include the first name of the person who requested the ride, the pickup location and first name of the Rasier Partner providing the service.
- C. Rasier Partners shall only load and unload passengers in those locations designated by the Department for the pickup and drop off passengers utilizing pre-arranged ground transportation services at the Airport ("Designated Areas"). The Designated Areas shall only be utilized for the active loading and unloading of passengers. Rasier Partners shall not leave a Rasier Partner Vehicle unattended in any Designated Area. Rasier acknowledges that the Designated Areas may be modified from time-to-time by the Department in its sole and absolute discretion.
- D. If a Rasier Partner is dropping a passenger off at the Airport, the Rasier Partner shall exit the Geo-Fence area upon completion of the drop off. Rasier Partners shall not loop or circle around the Airport access roads or other Airport roadways while waiting for a pick up or attempting to book a passenger for TNC Services. Rasier Partners shall not stop, park or loiter within the Geo-Fence while waiting for a passenger to arrange a trip through the Uber app.

5. In order to assist County in determining the impact of the TNC Services by Rasier Partners on the Airport roadways and facilities, Rasier shall provide to the Department a report that contains the following information on or before the twentieth (20th) day of each and every month while this Agreement remains in effect ("Monthly Report"):

- A. The total number of drop-offs by Rasier Partners at the Airport during the preceding calendar month.
- B. The total number of pickups by Rasier Partners at the Airport during the preceding calendar month.

The form and substance of the Monthly Report shall be reasonably acceptable to the Department.

6. The Monthly Report shall be delivered to the following address: Palm Beach County Department of Airports, Attn: Properties Division, 846 Palm Beach International Airport, West Palm Beach, Florida 33406, or to such other address as may be directed by Department from time to time. The Department may require the Monthly Report to be submitted electronically to

such e-mail addresses as may be designated by the Department.

7. Rasier shall pay to County an airport access fee of One Thousand Two Hundred Fifty Dollars (\$1,250.00) per month ("Airport Access Fee") for the non-exclusive right of ingress and egress across the Airport access roadways by Rasier Partners for the conduct their permitted ground transportation operations hereunder in accordance with the terms, conditions and limitations of this Exhibit "A". The Airport Access Fee shall be paid in advance, without demand, deduction, hold back or set off on or before the first (1st) day of each and every month throughout the term of this Agreement and any extension thereof. If the effective date of this Agreement occurs on any day other than the first (1st) day of the month, Rasier shall pay the Airport Access Fee from the effective date to the first (1st) day of the following month on a per diem basis (calculated on the basis of the actual number of days in the month in which the effective date occurs). Any payment due hereunder for any other fractional month shall likewise be calculated and paid on a per diem basis. The Airport Access Fee shall be made payable to Palm Beach County and delivered to the following address: Palm Beach County Department of Airports, Attn: Finance Division, 846 Palm Beach International Airport, West Palm Beach, Florida 33406, or to such other address as may be directed by Department from time to time.

8. In the event the Department has reasonably determined that a Rasier Partner has violated the requirements of this Exhibit "A", Rasier shall suspend or terminate the Rasier Partner's authorization to engage in pick-ups at the Airport as directed by the Department. The Department's determination of whether to suspend or terminate the Rasier Partner's authorization to engage in pick-ups at the Airport shall depend on the nature of the violation and whether the Rasier Partner has previously violated the requirements of this Exhibit "A".

9. County, with the Department acting on behalf of County, may terminate the provisions of this Exhibit "A", with or without cause, upon thirty (30) days prior written notice to Rasier.

TEMPORARY OPERATING AGREEMENT

This Temporary Operating Agreement (hereinafter "Agreement") is entered into this [DAY] day of [MONTH], 2015, between CITY OF PORTSMOUTH, a political subdivision of the State of New Hampshire, whose address is 1 Junkins Avenue, Portsmouth, New Hampshire 03801 (hereinafter "City"), and RASIER, LLC, a Delaware limited liability company and subsidiary of Uber Technologies, Inc. commonly referred to as "Uber", whose address is 1455 Market Street, San Francisco, California 94103 (hereinafter "Rasier").

WHEREAS, Rasier is a transportation network company (TNC) that desires to continue operating in Portsmouth; and

WHEREAS, notwithstanding the above, City is currently reviewing its Vehicle-For-Hire (VFH) regulations as they pertain specifically to TNCs and agrees to allow Rasier to operate in the City of Portsmouth during this review, subject to the terms and conditions set forth below.

NOW, THEREFORE:

I. City and Rasier agree as follows:

A. The following definitions shall apply to this Agreement:

"Rasier Partner" means an individual who uses a personal or noncommercial vehicle to provide transportation services requested through the Rasier digital platform.

"Rasier Partner Vehicle" means a personal or noncommercial vehicle that is used by a Rasier Partner to provide transportation services requested through the Rasier digital platform.

"Transportation Network Company" (TNC) means an individual, partnership, association, corporation, or other entity that uses a digital platform to connect passengers to drivers who use a personal or other noncommercial vehicle to provide for-hire ground transportation services.

"Transportation Network Company (TNC) Services" means transportation of a passenger between points chosen by the passenger and prearranged with a Rasier Partner through the Rasier platform. TNC services begin when a Rasier Partner accepts a request for transportation received through the Uber app, TNC services continue

while the Rasier Partner transports the passenger in the Rasier Partner's vehicle, and terminate when the passenger reaches his or her intended destination and exits the Rasier Partner's vehicle.

B. Rasier does not waive its right to contest the applicability of any laws or rules to Rasier, the Rasier platform, or Rasier Partners offering services through the Rasier platform.

II. Rasier agrees as follows:

A. Insurance.

Insurance. Rasier shall comply with all applicable insurance requirements mandated by New Hampshire laws pertaining to insurance, including but not limited to, automobile liability insurance, and shall provide proof of said compliance. The following is also required and may be provided by an authorized or an eligible surplus lines insurer:

1. When logged into platform but not en route/with passenger: The following automobile liability insurance requirements shall apply during the time that a Rasier Partner is logged into the Uber platform and available to receive requests for transportation but is not en route to pick up a passenger or conducting a trip with a passenger:
 - (a) Automobile liability coverage which provides at least twenty-five thousand dollars (\$25,000) for bodily injury to any one (1) person in any one (1) accident, fifty thousand dollars (\$50,000) for bodily injury to all persons in any one (1) accident, and twenty five thousand dollars (\$25,000) for property damage in any one (1) accident in the event the Rasier Partner's own personal automobile policy excludes coverage or is not available;
2. When providing TNC Services: The following automobile liability insurance requirements shall apply while a Rasier Partner is providing TNC Services:
 - (a) Provides primary automobile liability insurance that recognizes the Rasier Partner's provision of TNC Services;
 - (b) Provides automobile liability insurance of at least \$1,000,000 for death, personal injury and property damage;
 - (c) The coverage requirements of this paragraph 2 may be satisfied by any of the following: Automobile liability insurance maintained by the Rasier Partner; automobile liability insurance maintained by Rasier; or any combination of the immediately preceding two.
3. In any claims coverage investigation, Rasier shall cooperate with a liability insurer that also insures the driver's personal vehicle. Rasier shall include the relevant dates and times at which an incident occurred that involved the Rasier Partner while the Rasier Partner was logged into their digital network.

4. Insurance Deficiency. In every instance where insurance maintained by a Rasier Partner to fulfill the above insurance requirements has lapsed, failed to provide the required coverage, denied a claim for the required coverage or otherwise ceased to exist, insurance maintained by Rasier shall provide the coverage required by this section beginning with the first dollar of a claim.
5. Primary Coverage. Rasier shall submit documentation to City that it has secured primary automobile liability insurance coverage in the amount of at least \$1,000,000 per occurrence for the driver for incidents involving the driver while providing TNC services. Rasier's policy shall provide blanket coverage for non-owned automobiles active on the Rasier platform.
6. Certificate of Insurance/Additional Insured. Rasier shall provide to the City a certificate of insurance for the policy(ies) required herein, naming Rasier as the insured. The policy(ies) shall be accompanied by a commitment from the insurer that such policy will not be canceled, modified, or coverage reduced without at least thirty (30) days' prior notice to the City.
7. No contractual hold harmless required in the terms of service shall be used to evade the insurance requirements of this agreement.

B. Background Check. Prior to allowing a driver to accept trip requests from its digital network, Rasier shall conduct a local, state and federal criminal background check and obtain and review the criminal history in accordance with N.H. Rev. Stat. Ann. Sec. 359-B:5 for each potential Rasier Partner to determine whether that person has been convicted within the last seven years of a crime as listed in Sect. 7.211(C)(3)(c)(d) of the City's Code of Ordinances. If it is determined that a person has been convicted of any of the foregoing, that person shall not be permitted to be a Rasier Partner. Rasier will maintain electronic records of such criminal history report for the duration of this Agreement.

C. Driver History Report. Prior to permitting a person to act as a Rasier Partner and annually thereafter, Rasier shall obtain and review a traffic/driving history report for such person. Any person with: (1) more than three (3) moving violations in the three-year period prior to such check; or (2) a major violation in the three-year period prior to such check (including, but not limited to, attempting to evade the police, reckless driving, or driving on a suspended or revoked license). Rasier will maintain electronic records of such driving history reports for the duration of this Agreement.

D. Driver Requirements. Rasier shall ensure that all Rasier Partners are at least twenty-one (21) years of age; and possess a valid driver's license, proof of vehicle registration and current automobile liability insurance. Rasier must secure proof of Rasier Partner's personal insurance. Rasier shall maintain accurate and up-to-date records of all Rasier Partners providing services through the Rasier platform. Rasier shall also take reasonable steps to notify Rasier Partners of their obligations under this Agreement.

- E. Driver Drug/Alcohol and Tobacco Use. Rasier shall implement a zero-tolerance policy on the use of drugs or alcohol applicable to any Rasier Partner, provide notice of the policy on its website, as well as the procedures to report a driver the passenger reasonably suspects was under the influence of drugs or alcohol during the course of the ride, and immediately suspend said driver upon receipt of a passenger complaint alleging a violation of the policy. The suspension shall last the duration of the investigation.
- F. Driver/Vehicle Identification. Once a passenger and a Rasier Partner have been matched, Rasier's digital platform shall display for the passenger the name and photograph of the Rasier Partner as well as a description of the make, model and license plate number of the Rasier Partner Vehicle.
- G. Vehicles Used. Rasier Partners' Vehicles shall be street-legal 4-door vehicles that are no more than ten (10) model years of age. No Rasier Partner Vehicle shall display a top light or electronic identification signage and shall not be marked with the word "taxi", "taxicab" or "cab." All vehicles must meet the safety inspection standards of the State of New Hampshire.
- H. Customer Service. Rasier shall maintain a website and provide a 24-hour customer service telephone number or email address.
- I. Service of Process. Rasier shall maintain an agent for service of process in New Hampshire.
- J. Passenger Receipt. Upon completion of a trip, Rasier shall transmit an electronic receipt to the passenger's email address or mobile application documenting the origination and destination of the trip and a description of the total amount paid, if any.
- K. No Solicitation or Street-Hails. Rasier Partners shall only accept rides booked through a digital platform and shall not solicit or accept street-hails.
- L. Rate Disclosure. It is understood that Rasier Partners may offer service for compensation, no-charge, or suggested compensation. Rasier shall disclose rates used to determine any compensation or suggested compensation on its app and website. Before a trip is accepted, a rider must have the option to view the estimated fare.
- M. Taxicab Zones. Rasier Partners shall not use any marked taxicab zones.
- N. Audit. Rasier must maintain accurate records as required under this Agreement. Upon the City's request, and no more than one time while this Agreement is in effect, Rasier shall make these records available for inspection to the City for purposes of conducting an audit of Rasier's compliance with this Agreement. These audits shall occur at Rasier's place of business or a mutually agreed setting.

O. Records. In response to a specific complaint, the City may inspect, at Rasier's place of business or a mutually agreed setting, those records held by Rasier whose review is specifically necessary for the investigation and resolution of the complaint.

P. Confidentiality. The City shall not disclose any records obtained from Rasier pursuant to this Agreement unless the City is required to do so by applicable law or court order or Rasier has consented to such release. In the event that a third party submits a request to the City for such records, the City shall, upon receipt of such request, notify Rasier that it has received a request and inform Rasier of whether it will release the requested record(s) so that Rasier has an opportunity to take steps to prevent disclosure.

III. City agrees as follows:

A. Rasier may operate in the City of Portsmouth so long as Rasier and Rasier Partners comply with the terms and conditions set forth in this Agreement.

B. City shall suspend enforcement of the provisions in Article II of Chapter 7 of its Code of Ordinances and any other applicable Vehicle-for-Hire regulations against Rasier and Rasier Partners during the term of this Agreement, unless such enforcement stems from a violation of any of the provisions of this Agreement.

IV. General Provisions:

A. Effective Date/Term. This Agreement goes into effect on the date of approval by the City Council on behalf of the City and continues in full force and effect until and through September 1, 2015, unless otherwise extended by both parties in writing.

B. Termination. Notwithstanding anything contained herein to the contrary, either party may, in its sole discretion with or without cause, terminate this Agreement upon thirty (30) days' written notice to either party.

C. Enforcement. City shall have the authority to enforce the requirements of this Agreement. Failure to adhere to the requirements of this Agreement by Rasier or any Rasier Partner may result in fines in an amount equal to the fines for similar violations under the City's VFH Code, or termination of this Agreement, at the City's discretion.

D. Entirety of Agreement. This Agreement constitutes the entire Agreement between the City and Rasier. Any previous Agreement, assertion, statement, understanding, or other commitment before the date of this Agreement, whether written or oral, shall have no force or effect. No agreement, assertion, statement, understanding, or other commitment during the term of this Agreement, or after the term of this Agreement, shall have any legal force or effect unless properly executed in writing by Rasier and the City.

DATED: _____

ATTEST:

[NAME]

[TITLE]

PORTSMOUTH, NEW HAMPSHIRE BY ITS
CITY COUNCIL

By: _____
KELLI BARNABY, CITY CLERK

By: _____
ROBERT LISTER, MAYOR

(SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

DATED: _____

ROBERT SULLIVAN
CITY ATTORNEY

DATED: _____ ATTEST:
RASIER, LLC

By: _____

Type or Print Name:

Title/Position:



Michael J. Bobinsky
Director of Public Services

To: Members of the Transportation, Energy and Sustainability Committee
From: Michael J. Bobinsky, Director of Public Services
Date: April 10, 2015
Subject: Franklin Street Corridor Redesign Work Update

Our project consultant from the IBI Group will be presenting redesign recommendations for Franklin Street Corridor. The recommendations were reviewed by the Project Advisory Committee (PAC) at their April 1, 2015 PAC meeting and was endorsed. While the PAC still has questions around some design elements particularly at the intersection of Franklin Street and Marginal Way, there was support in the overall concept to move this forward to the TSE for review and consideration before it advances to the City Council. The presentation materials is in your agenda packet for your review in advance of our meeting. We have invited the City Council members outside of the Committee to attend to learn more about the recommendation in advance of the City Council meeting.

The following are key milestones from the current Franklin Street Schedule:

February 17, 2015: Submit concept plan to City/MaineDOT/PACTS for review and comment

March 11, 2015: Submit draft Task 8 Recommendations Report to City/MaineDOT/PACTS for review and comment

March 18, 2015: Submit Task 8 Recommendations Report to PAC for review and comment (two weeks prior to PAC meeting)

April 1, 2015: PAC Meeting

April 15, 2015: TS&E Meeting #2 and Vote

May –June 2015: Council Meeting and Vote

April 23- July 15, 2015: PDR

Portland, Maine



Yes. Life's good here.

Michael J. Bobinsky
Director of Public Services



PRESENTATION

Franklin Street Feasibility Study - Phase II

Submitted to City of Portland
by IBI Group with Gorrill-Palmer Consulting Engineers, Inc. |
S.W. Cole Engineering, Inc. | Titcomb Associates | Morris Communications
April, 2015



ACKNOWLEDGEMENTS

Franklin Street Feasibility Study Phase II was based on a cooperative agreement between the City of Portland, Maine Department of Transportation (MaineDOT), and Portland Area Comprehensive Transportation System (PACTS). It was funded through federal, state, and local funds. The successful completion of the project required extensive involvement from all three parties as well as a significant time commitment from members of the public that made up the Public Advisory Committee (PAC).

The consultant team, including IBI Group, Gorrill-Palmer Consulting Engineers, Inc., Morris Communications, S.W. Cole Engineering, Inc., and Titcomb Associates, would like to thank the City, MaineDOT, and PACTS, specifically the staff that attended most meetings and guided the study process.

Jeremiah Bartlett, Study Manager, Transportation Systems Engineer, City of Portland

Mike Bobinsky, Director of Public Services, City of Portland

Darryl Belz, Safety and Scoping Unit, MaineDOT

Carl Eppich, Senior Transportation Planner, PACTS

Other key City of Portland staff that participated in the process include:

Katherine Early, Engineering Services Manager

Bruce Hyman, Transportation Program Manager

Jeff Levine, Director of Planning and Urban Development

Bill Needelman, Waterfront Coordinator

Alex Jaegerman, Director, Planning Division

Other staff occasionally attended and provided feedback from MaineDOT, such as Ed Hanscome, and we additionally thank them for their important feedback at various stages.

We would also like to thank Kevin Hooper and Associates for performing the update to the PACTS Regional Travel Demand Model to develop the future no-build case, the three alternatives, and the final version needed for the study. Finally, we would like to thank the representatives of the public who served on the PAC and were extremely important partners in this project.

Markos Miller – Committee Co-Chair

Kevin Donoghue – District 1 Councilor / Co-Chair

Mark Adelson – Portland Housing Authority

Hank Berg – Casco Bay Lines

Ethan Boxer-Macomber – Off Peninsula Portland Resident

Sam Cohen – Munjoy Hill Neighborhood Association

Jon Graback – Franklin Towers

Bill Hall – Island Representative

Steve Hewins - Portland Downtown District

Elizabeth Hoglund – Off Peninsula Portland Resident

Alex Landry – Bayside Neighborhood Organization

Christian MilNeil – East Bayside Neighborhood Organization

Hugh Nazor – India Street Neighborhood Organization

Chris O’Neil – Portland Chamber of Commerce

Sally Oldham – Greater Portland Landmarks

Jamie Parker – Portland Trails

Bob Stevens – Maine Real Estate and Development Association

Their work included providing input from the very beginning of the project to update the vision, during the many stages of analysis, and through to the end by refining the final recommendations. Members of the PAC actively participated in both PAC and public meetings and provided feedback on all deliverables. In particular, one of the co-chairs of the PAC, Markos Miller, attended many of the coordination meetings between the City, MaineDOT, PACTS, and the consultant team. It is only based on this extensive participation and collaboration that this vision for Franklin Street could be created.



VISION

Franklin Street will be a critical transportation facility for all modes of travel, linking Interstate 295 & Back Cove to the waterfront & island ferries and serving as an attractive gateway to the city. Franklin Street will be a vibrant, active and walkable urban corridor, connecting neighborhoods and destinations. It will enhance the urban fabric of the city through mixed-use development of appropriate, diverse, and functional residential, commercial and recreational space in the midst of attractive streetscapes.

All modes of travel, including motor vehicles, public transit, bicycle and pedestrian, shall be able to coexist in a design that is safe and environmentally sound for an urban setting through state-of-the-art design utilizing optimum architecture, street widths, curbs, sidewalks and street level crosswalks, and other appropriate amenities such as vegetation, trees and art.





PHASE II DESIGN CONCEPT



EXISTING CONDITIONS

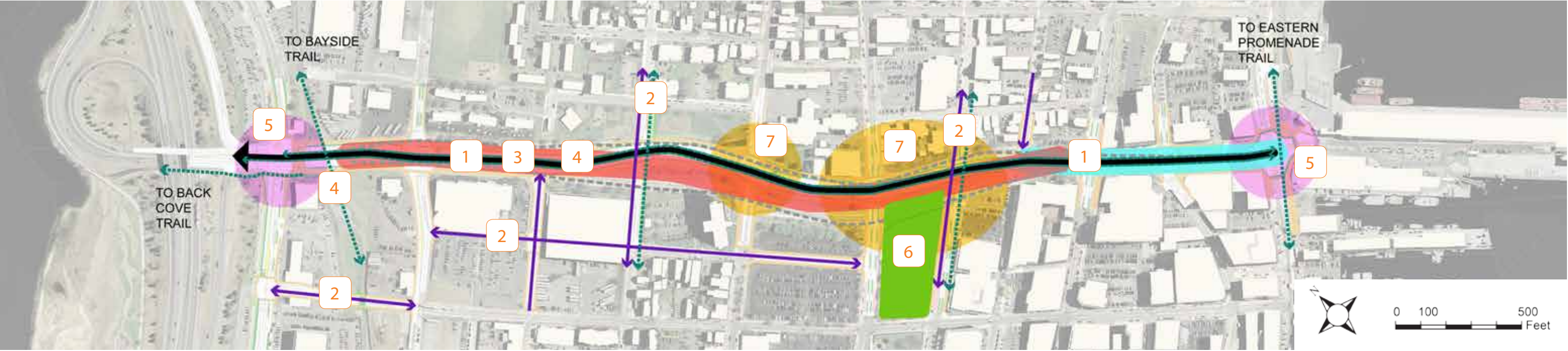


PROPOSED CONCEPT



FRANKLIN STREET DESIGN CONCEPT

KEY IDEAS



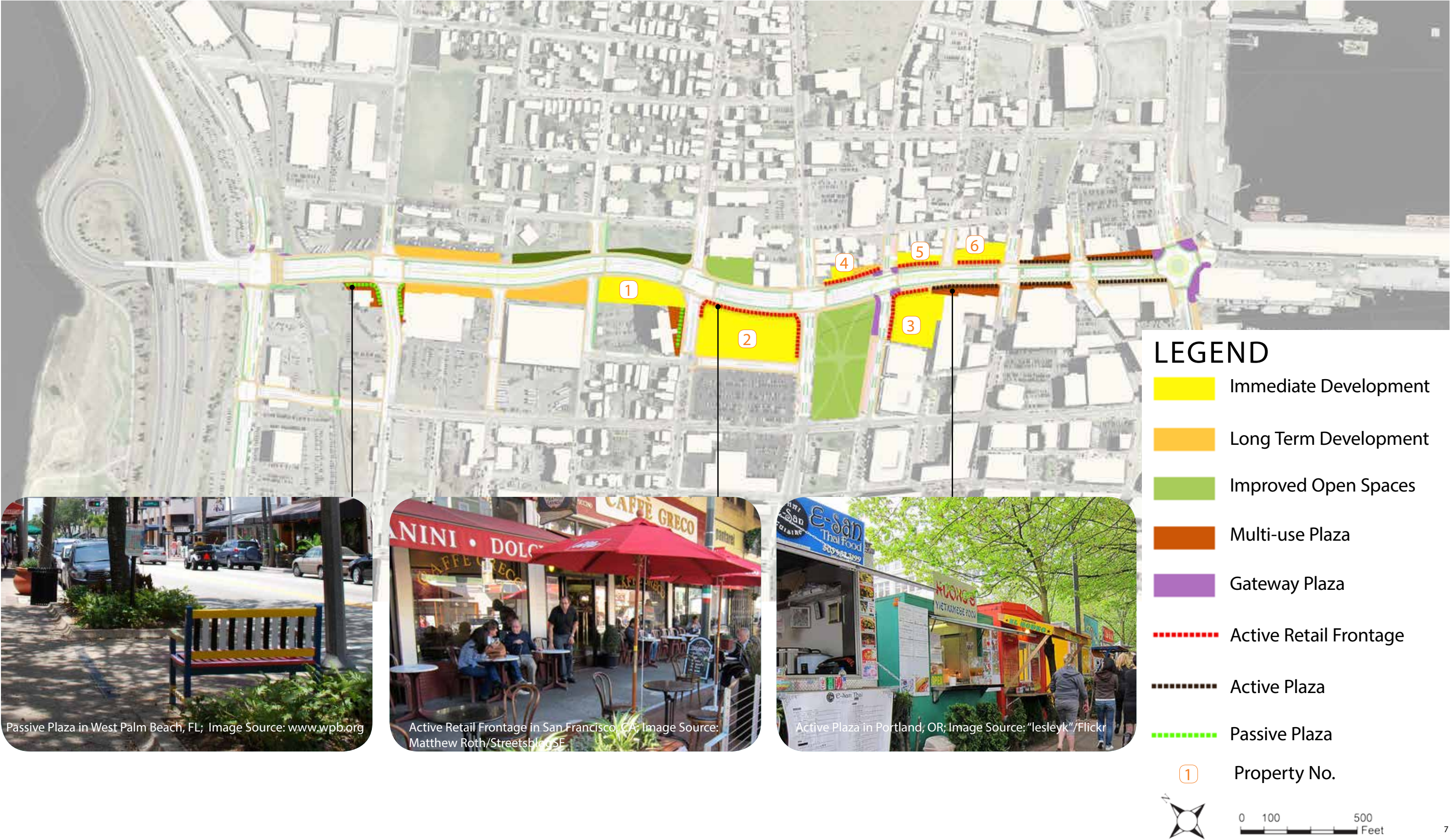
- 1. REALIGNMENT
- 2. RECONNECTIONS
- 3. STREETScape DESIGN
- 4. BIKE AND PEDESTRIAN CIRCULATION
- 5. GATEWAY INTERSECTION IMPROVEMENTS
- 6. RESTORING LINCOLN PARK
- 7. NODAL DEVELOPMENT

LEGEND

- Existing Street Alignment
- Proposed Street Alignment (with bike lanes)
- Proposed Lane Reduction
- Proposed Median Removal
- Proposed Reconnections
- Proposed Bike Connections
- Priority Development Nodes
- Proposed Gateway Intersection Improvements
- Proposed Open Space Enhancements



DEVELOPMENT AND PLACEMAKING STRATEGY





TRAFFIC AND CAPACITY



AM PEAK VOLUMES IN 2035

PLAN SATISFIES INTERAGENCY AGREEMENTS TO:

- Preserve necessary capacity (Maine DOT)
- Prevent backups onto mainline of I-295 (FHWA)



CAPACITY AND LEVEL OF SERVICE

INTERSECTION W/ FRANKLIN STREET	AM PEAK HOUR LOS (DELAY IN SECONDS)		PM PEAK HOUR LOS (DELAY IN SECONDS)	
	NO PROJECT	PREFERRED ALT.	NO PROJECT	PREFERRED ALT.
Marginal Way	E (78.1)	E (57.6)	F (120.7)	D (35.2)
Somerset / Fox	C (30.9)	C (23.0)	F (88.3)	E (66.5)
Cumberland Ave	D (49.6)	C (22.3)	C (33.5)	C (25.7)
Congress St	D (52.9)	C (22.5)	E (56.0)	C (28.9)
Middle St	B (17.1)	B (13.9)	C (23.3)	B (16.1)
Fore St	B (16.4)	C (24.5)	B (17.6)	B (14.6)
Commercial St	C (20.8)	A (7.4)	C (30.5)	A (9.2)
Overall Corridor Delay/Veh (sec)	119.4	68.3	162.3	70.8

- Plan satisfies agreement to preserve LOS
 - Intersection delays *reduced* vs. No Build in 2035
 - Travel times (both directions combined) slightly less

COMPARISON OF OVERALL FACILITY SCORES (MULTIMODAL LEVEL OF SERVICE)

	MODE	AM PEAK					PM PEAK				
		2035 NP		2035 WP4		CHANGE IN SCORE	2035 NP		2035 WP4		CHANGE IN SCORE
		SCORE	LOS	SCORE	LOS		SCORE	LOS	SCORE	LOS	
NB	Auto	0.45	D	0.32	E	-0.13	0.21	F	0.18	F	-0.03
	Transit	6.46	F	3.05	C	-3.41	6.50	F	3.83	D	-2.67
	Bicycle	3.47	C	2.73	B	-0.74	3.66	D	2.90	C	-0.76
	Pedestrian	3.04	C	2.62	B	-0.42	3.33	C	2.91	C	-0.42
SB	Auto	0.38	E	0.39	E	0.01	0.27	F	0.39	E	0.12
	Transit	6.48	F	3.00	C	-3.48	6.47	F	3.22	C	-3.25
	Bicycle	3.80	D	2.91	C	-0.89	3.69	D	2.87	C	-0.82
	Pedestrian	3.21	C	2.94	C	-0.27	3.13	C	2.87	C	-0.26

- Improves LOS for a spectrum of other modes
 - Pedestrian
 - Bicycle
 - Transit



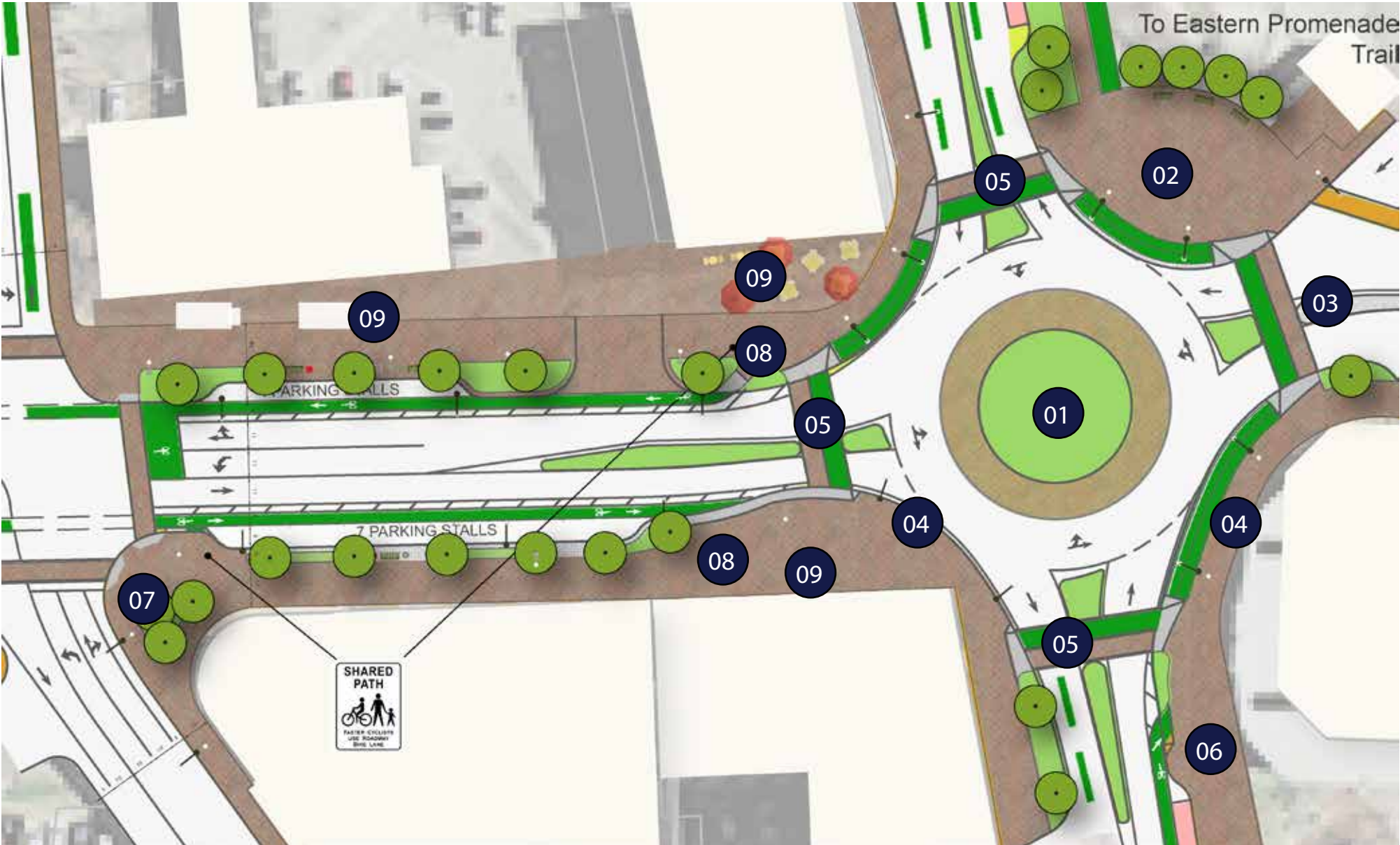
FOCUS AREAS

- COMMERCIAL STREET
- LINCOLN PARK EXPANSION/
FEDERAL STREET RECONNECTION
- OXFORD STREET
- MARGINAL WAY





PLAN ENLARGEMENT - COMMERCIAL STREET ROUNDABOUT



KEY ISSUES

- ENHANCE SAFETY AND CONVENIENCE FOR PEDESTRIANS AND CYCLISTS
- CELEBRATE AND LINK TRAIL CONNECTIONS
- PROVIDE WELCOME GATEWAY
- SUPPORT NEIGHBORHOOD BUSINESS
- ACCOMMODATE WATERFRONT/FERRY ACCESS

- 01 Roundabout island as a showcase for Portland landscape/art
- 02 Enlarged plaza at entry into Eastern Promenade Trail with expanded pavement, seating
- 03 Cobble median allows vehicular entry into cruise terminal
- 04 Expanded sidewalk pavement on all corners of intersection allows for shared pedestrian/Bike movement
- 05 Brick crosswalks (edged with granite)
- 06 Expanded sidewalk created plaza space and connects to existing plaza/open space at Bell Buoy Park
- 07 Urban plaza at street corner: special planting, seating
- 08 Expanded sidewalk pavement (min. 17 wide) allows for shared pedestrian/bike movement within sidewalk
- 09 Multi-use plazas in infill areas create space for flexible and informal uses



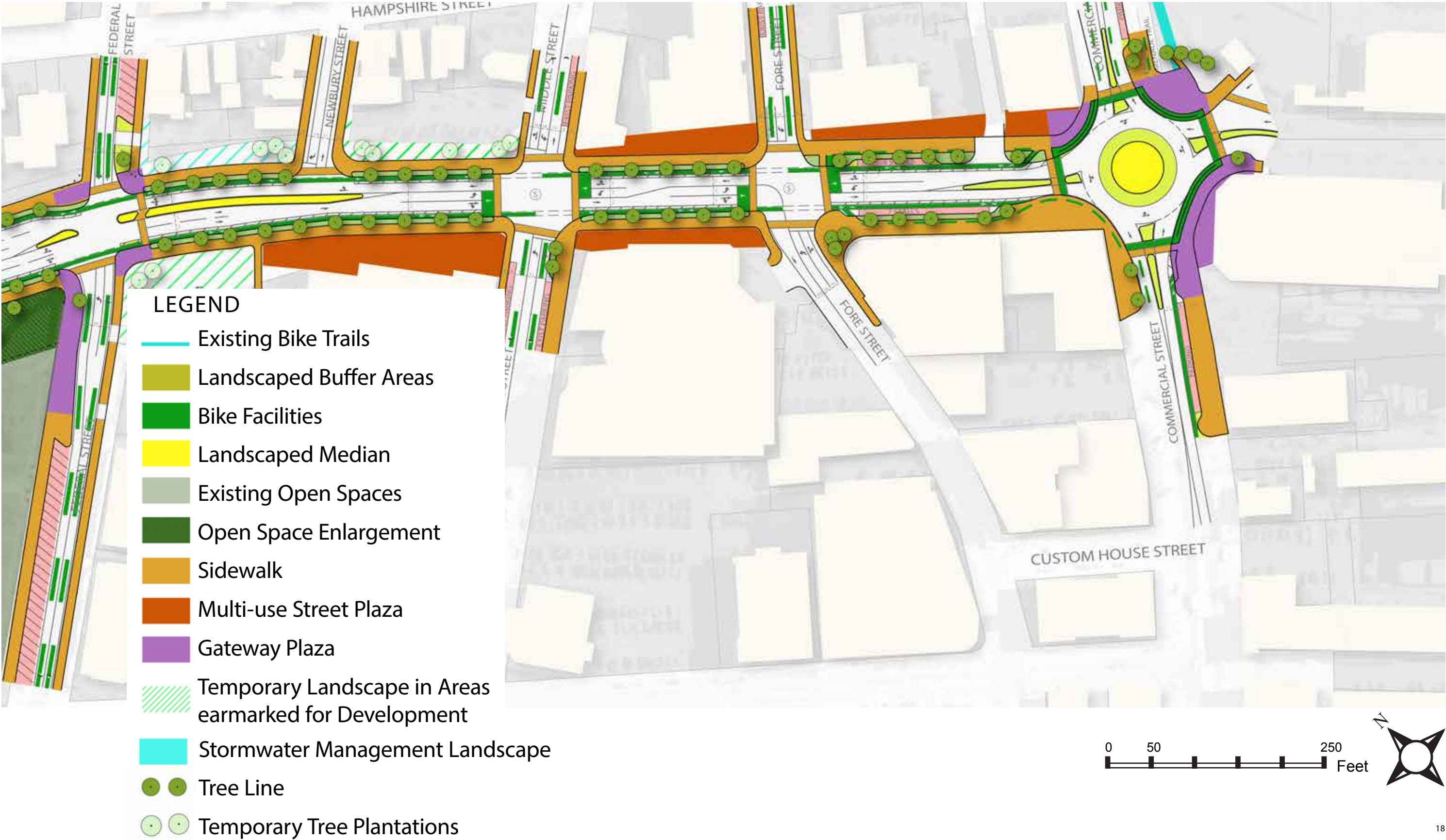
Existing Conditions Looking South to Commercial Street



Proposed View of Commercial Street Roundabout

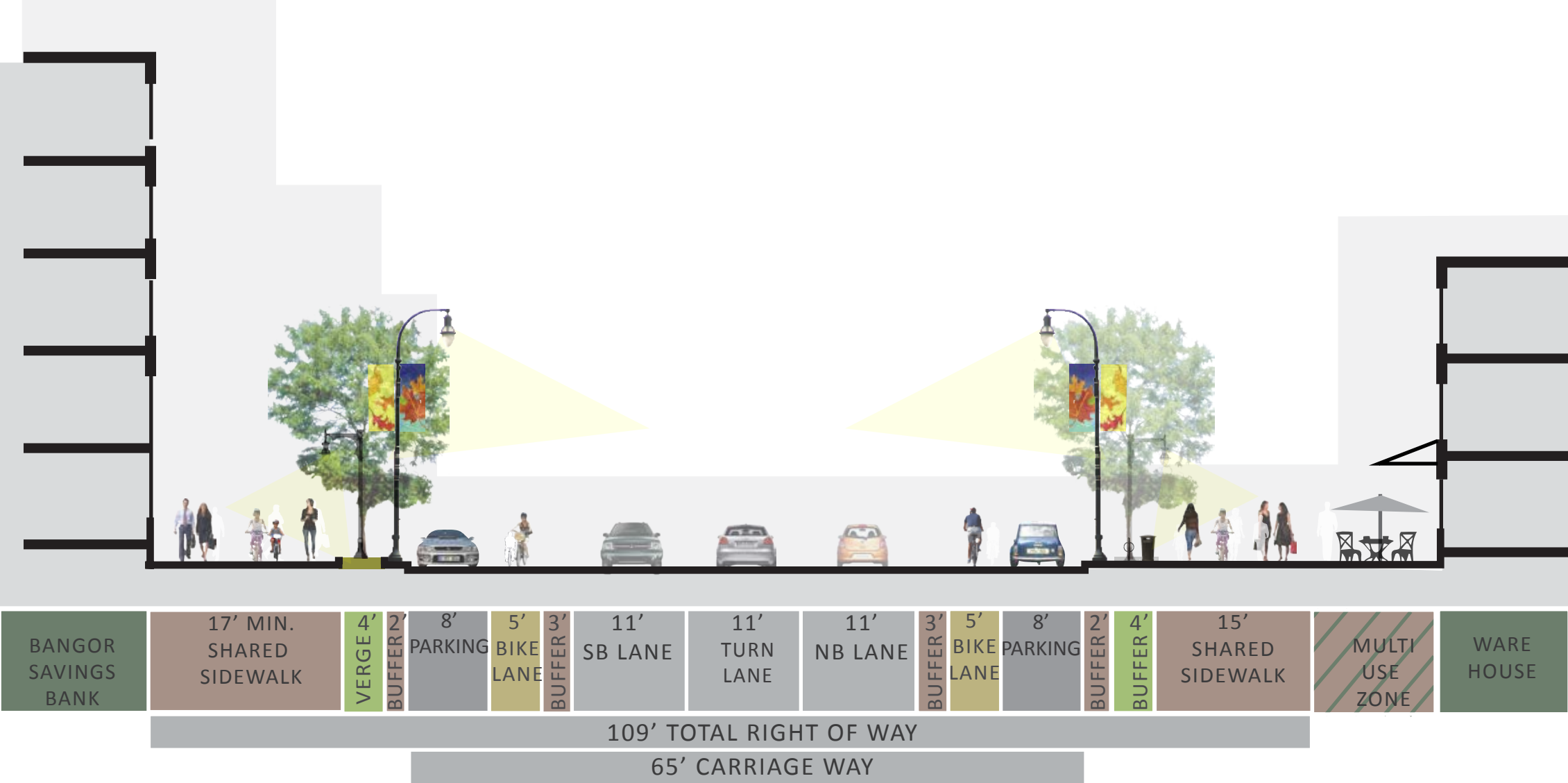


STREETSCAPE AND LANDSCAPE STRATEGY - FEDERAL TO COMMERCIAL





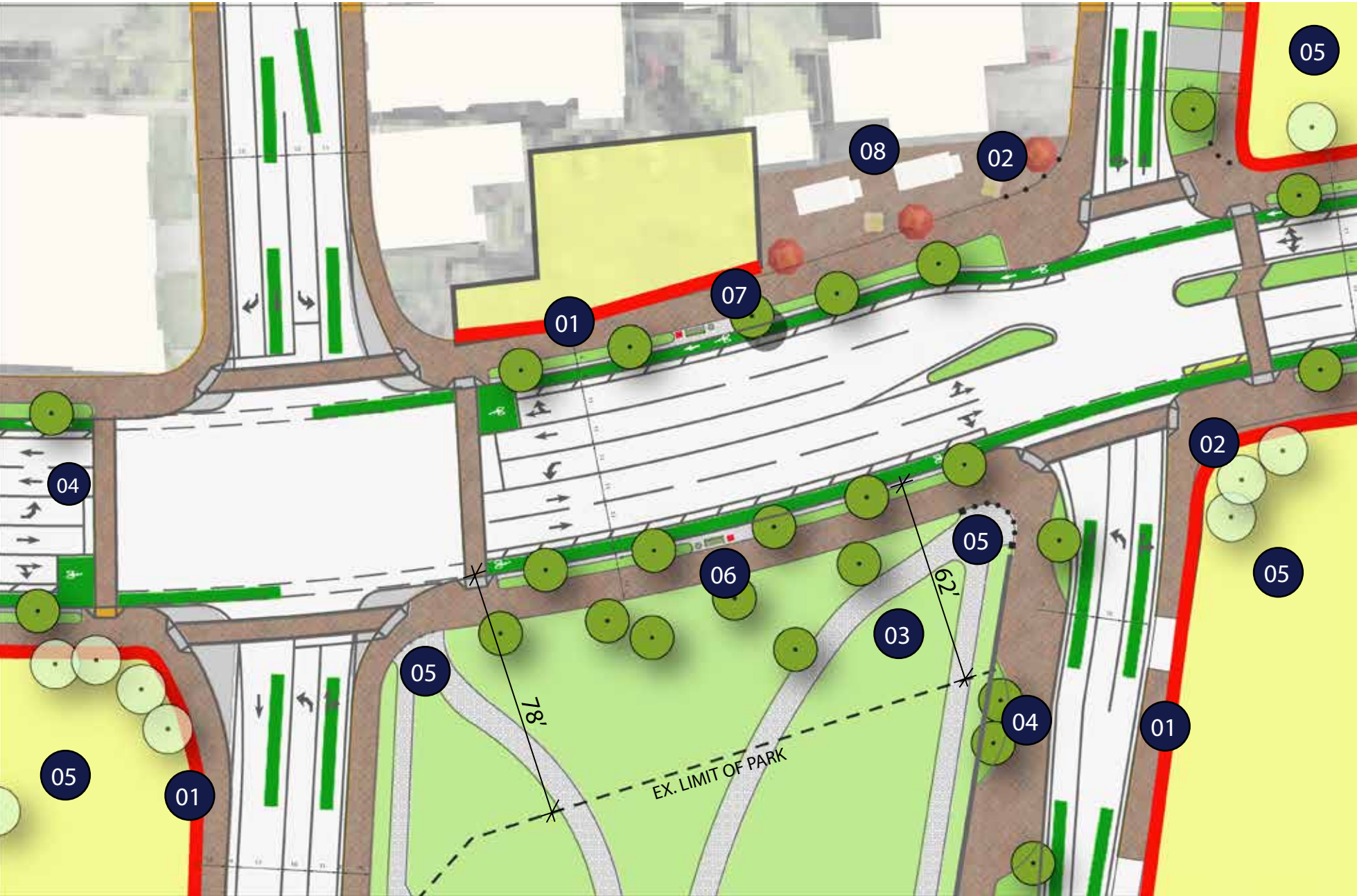
SECTION D-D



Section DD' Through Franklin Street Near Fore St. Looking North



PLAN ENLARGEMENT - FEDERAL STREET RECONNECTION



KEY ISSUES

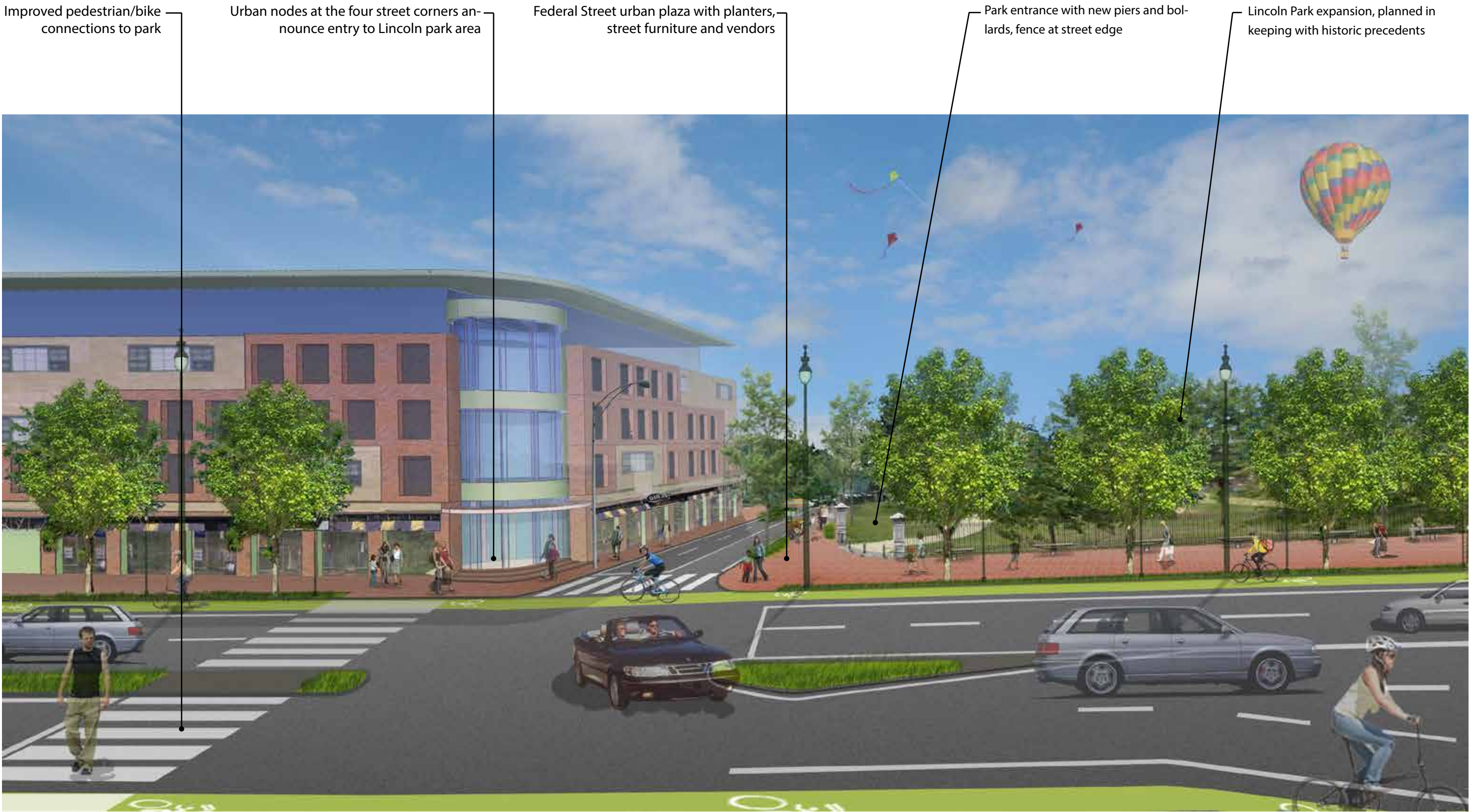
- RE-ESTABLISH STREETScape/FULL RECONNECTION IN RESPONSE TO STRONG EAST/WEST DESIRE LINE
- ENHANCE SAFETY AND CONVENIENCE FOR PEDESTRIANS AND CYCLISTS
- PROVIDE MAXIMUM EXPANSION OF LINCOLN PARK
- SUPPORT INDIA STREET NEIGHBORHOOD DEVELOPMENT

- CREATE VIBRANT DESTINATION ANCHOR FOR FUTURE DEVELOPMENT

- 01 Active retail edges fronting Lincoln Park to create vibrant edges.
- 02 Streetscape of seating, planting and piers create small gathering nodes at the four corners of newly extended Federal Street and announce entry to Lincoln Park area
- 03 Lincoln Park expansion, to be planned in keeping with the historic shape
- 04 Planters and street furniture, space for street vendors create urban node along Federal Street
- 05 Areas earmarked for development - with temporary planting of meadow grasses in the immediate term.
- 06 New fence, piers and bollards at street edge of park expansion in keeping with historic precedent
- 07 Designated space for street furniture
- 08 Multi-use plazas in infill areas create space for flexible and informal uses



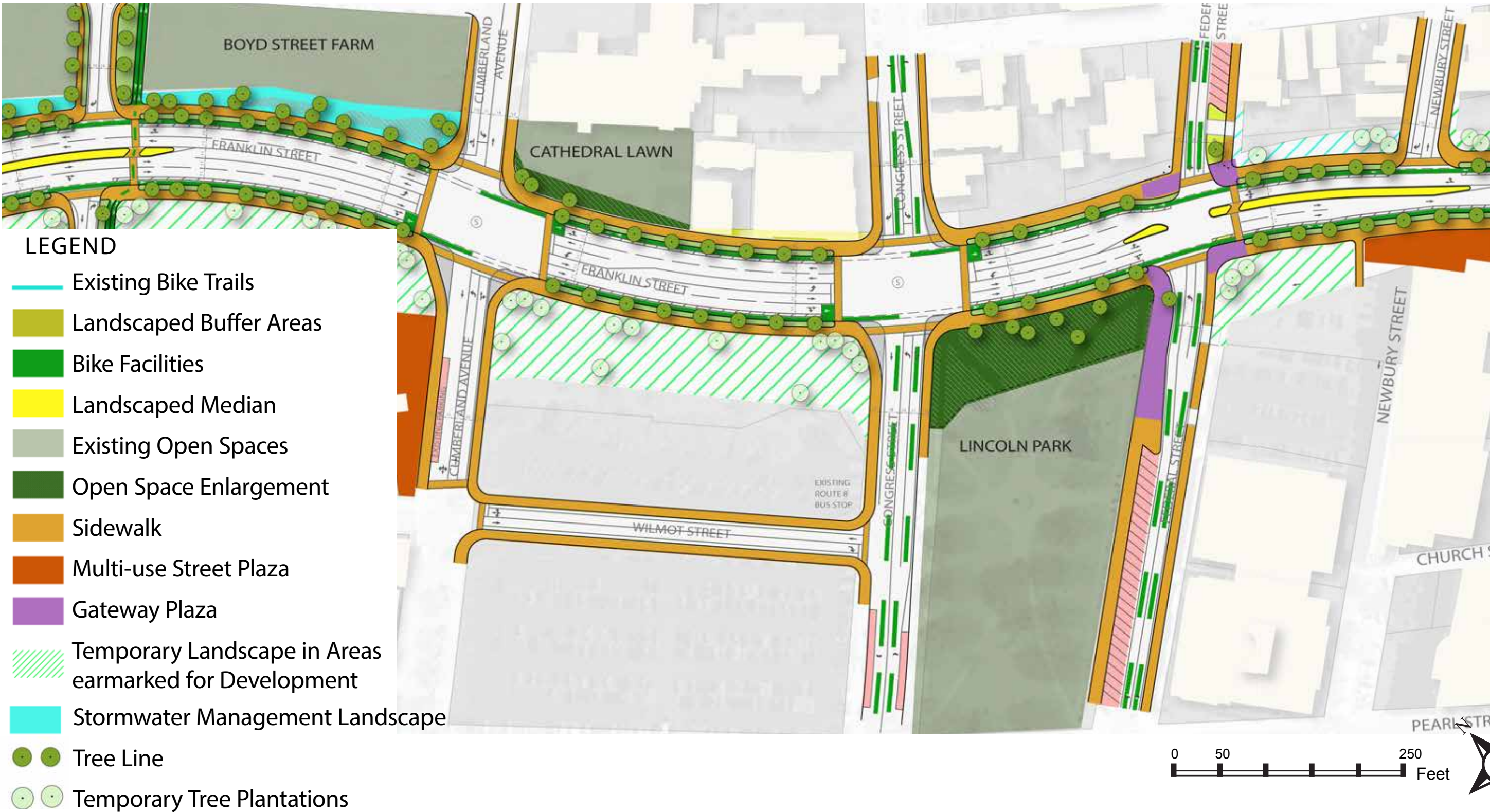
Exsiting Conditions Looking West toward Lincoln Park



Proposed View of Extension to Federal Street along Lincoln Park

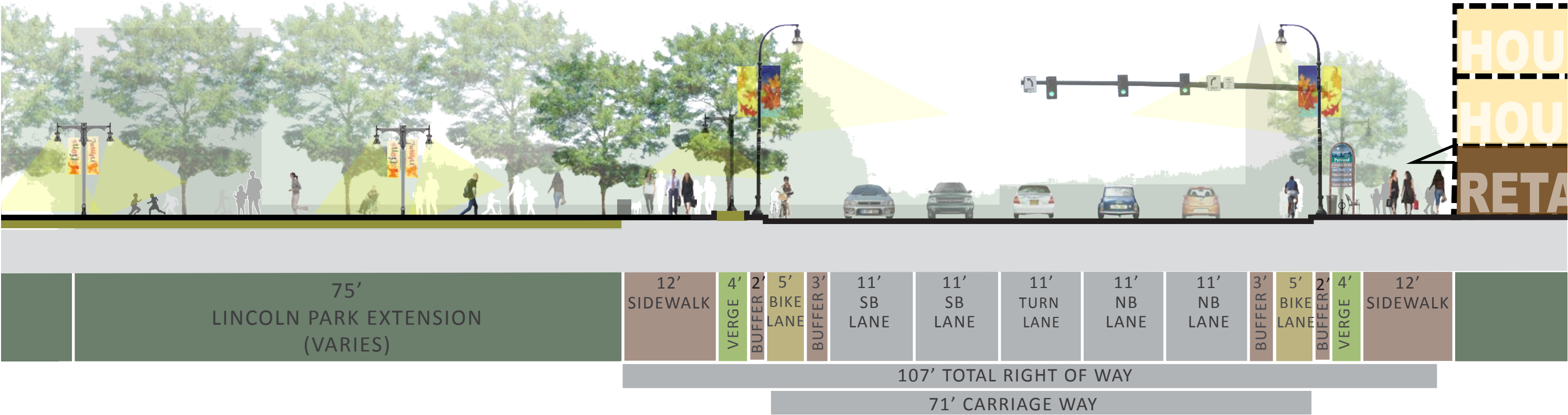


STREETSCAPE AND LANDSCAPE STRATEGY - CONGRESS TO FEDERAL





SECTION C-C



Section CC' Through Franklin Street Near Lincoln Park Looking North



PLAN ENLARGEMENT - OXFORD STREET RECONNECTION



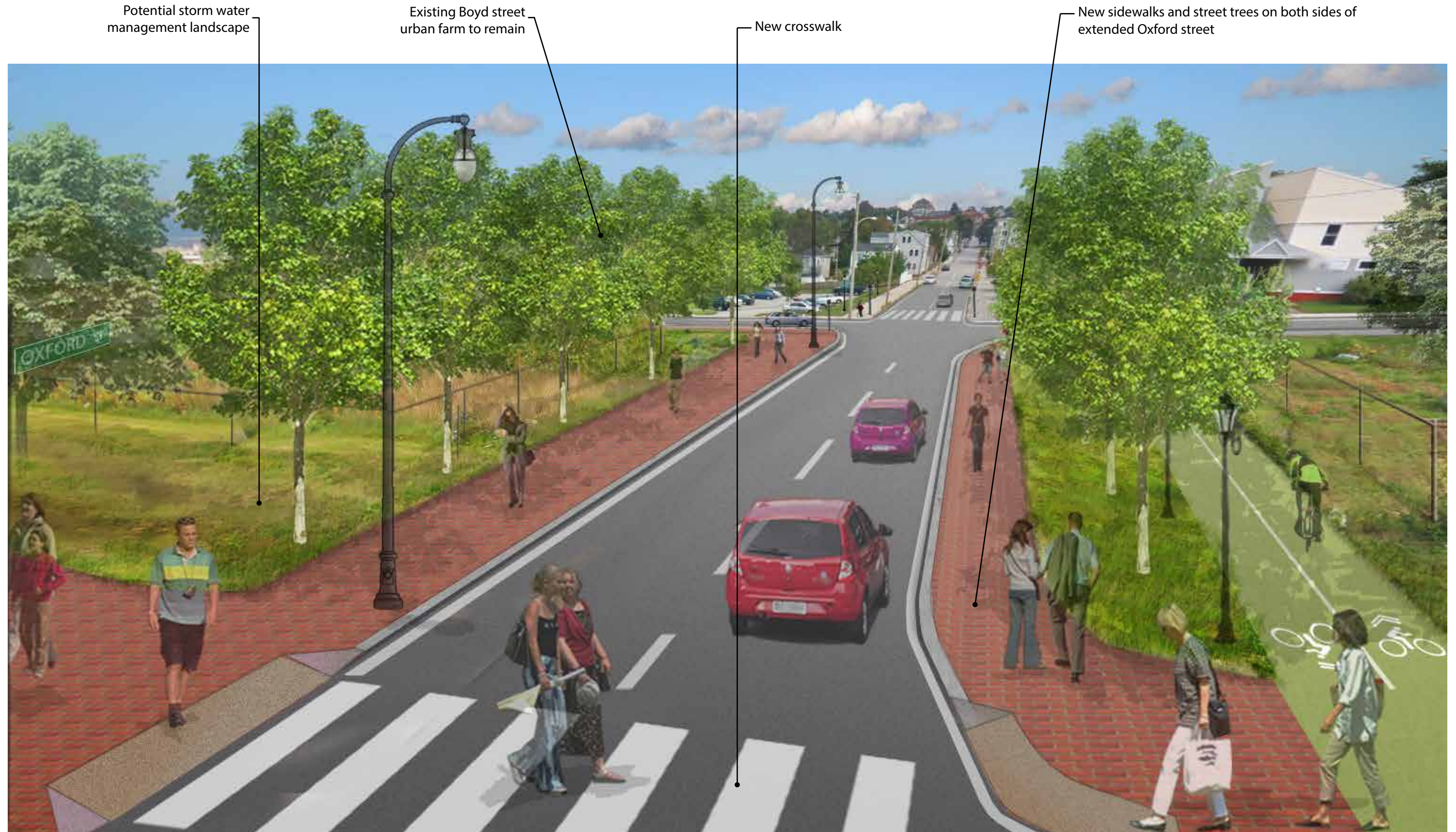
KEY ISSUES

- RESPOND TO STRONG PEDESTRIAN DESIRE LINE TO CROSS FRANKLIN
- ENHANCE SAFETY AND CONVENIENCE FOR PEDESTRIANS AND CYCLISTS
- LAY GROUNDWORK FOR FULL RECONNECTION IN THE FUTURE
- BEGIN TO RE-ESTABLISH STREETScape LINKAGE/IDENTITY BETWEEN ONCE SEVERED SIDES OF OXFORD

- 01 New sidewalks and street trees on both sides of extended Oxford Street.
- 02 New crosswalks connects pedestrians with East and West sides of Oxford Street
- 03 Temporary landscape of meadow grasses and a few trees in area earmarked for development.
- 04 Property earmarked for immediate development
- 05 Property earmarked for future development dependent on land parcel consolidation.
- 06 Existing Boyd Street urban farm to remain
- 07 Potential storm water management landscape
- 08 Planted median allows turns at Franklin street, does not allow through vehicular traffic on Oxford Street
- 09 Designated space for street furniture



Existing Conditions at Oxford Street Looking East



Proposed View of Extended Oxford Street Connecting Franklin Street

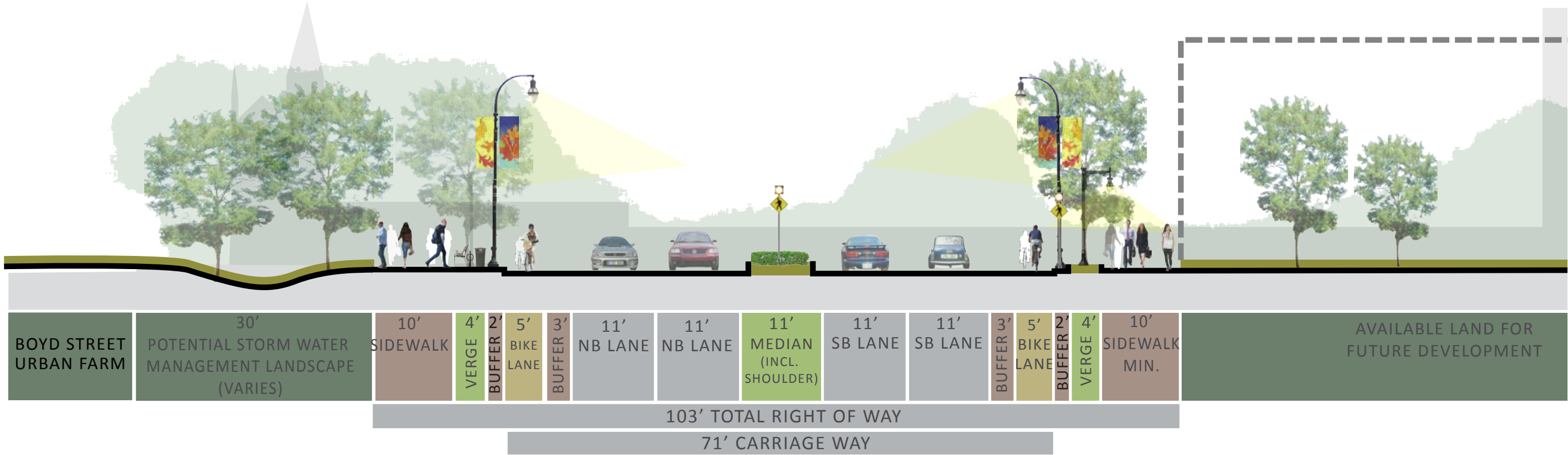


STREETSCAPE AND LANDSCAPE STRATEGY - LANCASTER TO FEDERAL





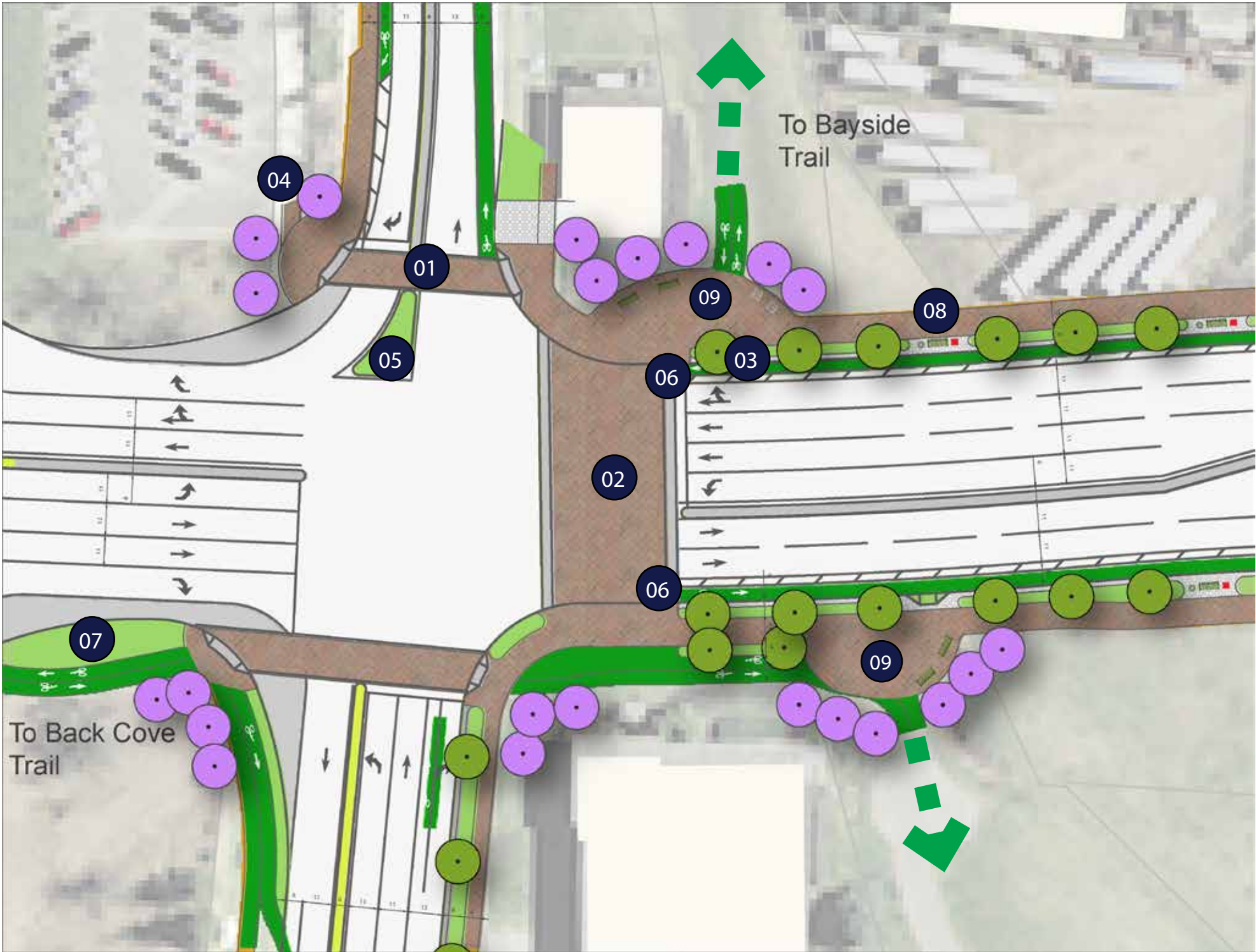
SECTION B-B



Section BB' Through Franklin Street Near Oxford St. Looking South



PLAN ENLARGEMENT - MARGINAL WAY



KEY ISSUES

- INTRODUCE “COMPLETE STREETS” CONCEPT WHILE ACCOMMODATING TRAFFIC ISSUES RELATED TO I-295 ACCESS/OPERATION
- ENHANCE SAFETY AND CONVENIENCE FOR PEDESTRIANS AND CYCLISTS
- CELEBRATE AND LINK TRAIL CONNECTIONS
- PROVIDE WELCOME GATEWAY

- 01 New crosswalk connects parking lot with Franklin Street and Bayside Trail
- 02 Wide crosswalk (40’wide) of brick edged with granite and ornamental trees at corners announce entry into Franklin Street
- 03 Start of continuous street tree treatment along Franklin Street (trees at 40’O.C in curbed planter)
- 04 New walkway connects existing parking lot
- 05 New median allows right-turn only; no through traffic from west-bound side of Marginal Way
- 06 Start of dedicated bike lanes on both sides of Franklin Street
- 07 Enlarged landscape buffer between trail and roadway
- 08 Designated space for street furniture
- 09 Trail Entry Plaza with wayfinding/gathering/ bike “fix-it” opportunity



Existing View of Marginal Way Intersection



Start of continuous street tree
treatment along Franklin street

40' wide brick crosswalks
with granite edge

Start of dedicated bike lanes on Franklin Street

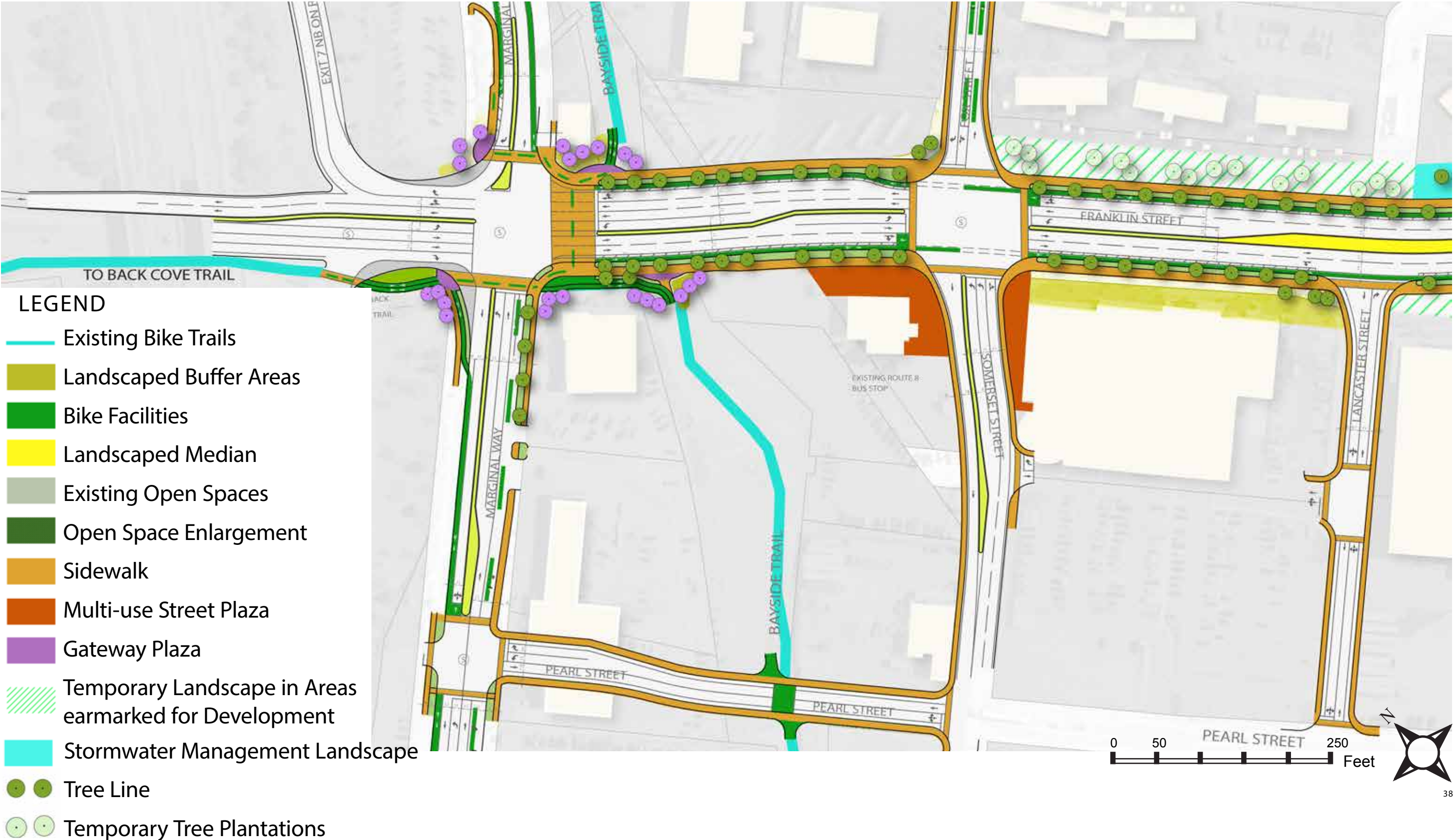
Ornamental trees at corners
announce entry into Franklin St.



Proposed View of Pedestrian Friendly Marginal Way Intersection

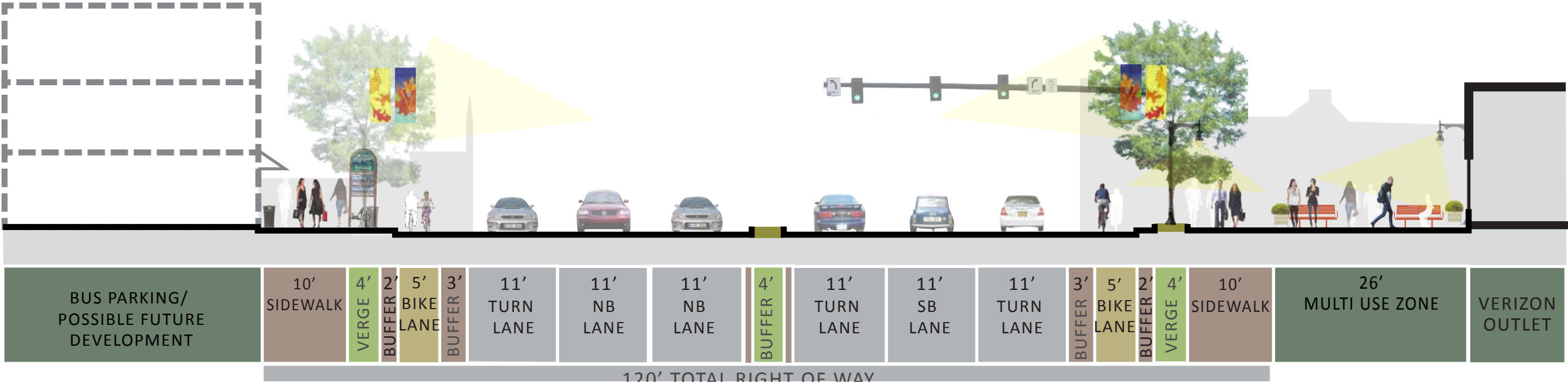


STREETSCAPE AND LANDSCAPE STRATEGY - MARGINAL WAY TO LANCASTER





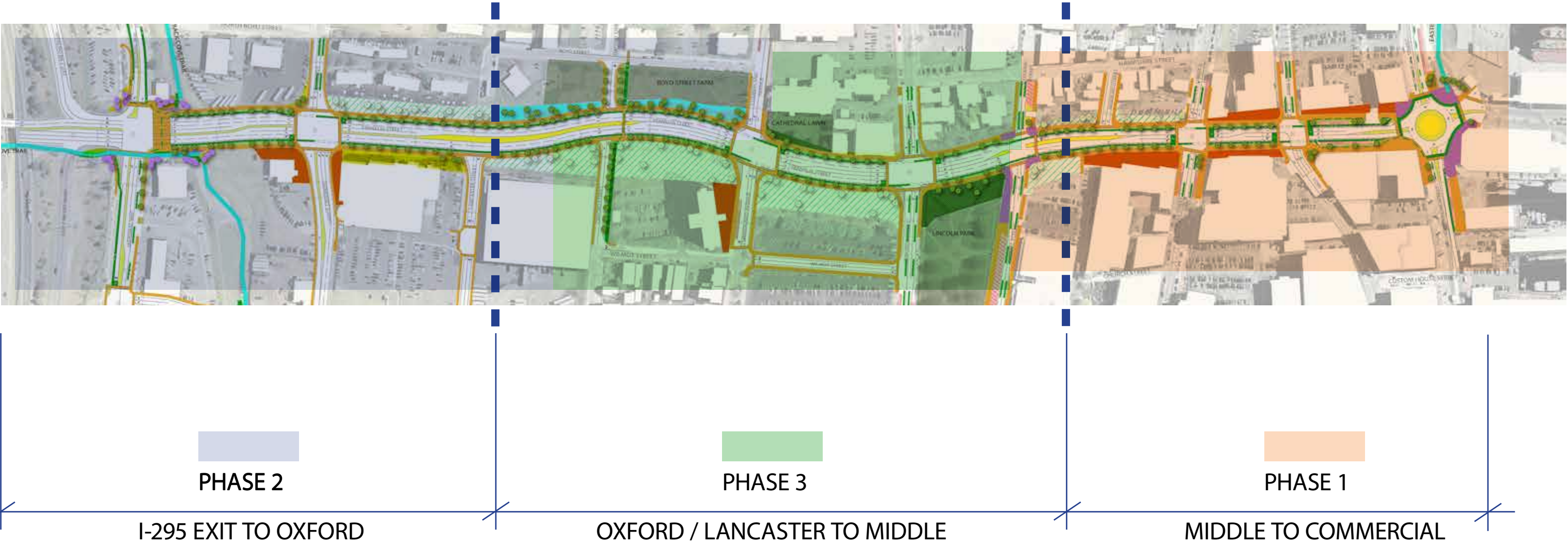
SECTION A-A



Section AA' Through Franklin Street Near Somerset St. Looking South



PHASING PLAN





COST ESTIMATE

Item Description	Unit	Unit Price	Quantity	Amount
COMMON EXCAVATION	CY	\$ 20.00	62900	\$ 1,258,000.00
AGGREGATE SUBBASE COURSE - GRAVEL	CY	\$ 30.00	57900	\$ 1,737,000.00
HOT MIX ASPHALT	T	\$ 100.00	24500	\$ 2,450,000.00
CATCH BASIN TYPE A1-P	EA	\$ 3,800.00	95	\$ 361,000.00
12" UNDERDRAIN TYPE C	LF	\$ 50.00	28200	\$ 1,410,000.00
BRICK SIDEWALK	SY	\$ 80.00	23700	\$ 1,896,000.00
VERTICAL CURB TYPE 1	LF	\$ 35.00	21400	\$ 749,000.00
CURB TYPE 5	LF	\$ 30.00	6800	\$ 204,000.00
LANDSCAPE CURB - 4" REVEAL	LF	\$ 30.00	12720	\$ 381,600.00
LOAM	CY	\$ 50.00	3180	\$ 159,000.00
STRUCTURAL SOIL	CY	\$ 60.00	9010	\$ 540,600.00
STREET TREES	EA	\$ 1,000.00	265	\$ 265,000.00
BACK OF SIDEWALK TREES	LS	\$ 1,000.00	39	\$ 39,000.00
MEADOW/BIOFILTRATION PLANTINGS	SY	\$ 2.00	6655	\$ 13,310.00
SEEDDED LAWN	SF	\$ 0.40	15105	\$ 6,042.00
SITE FURNSHINGS	LS	\$ 150,000.00	1	\$ 150,000.00
HIGHWAY LIGHTING	LS	\$ 1,000,000.00	1	\$ 1,000,000.00
TRAFFIC SIGNALS	EA	\$ 150,000.00	8	\$ 1,200,000.00
TYPE 'A' BUS STOP (CONGRESS STREET)	EA	\$ 37,500.00	2	\$ 75,000.00
TYPE 'B' BUS STOP (FRANKLIN SHUTTLE)	EA	\$ 22,500.00	10	\$ 225,000.00
PARK & RIDE LOT BUS STOP	EA	\$ 62,500.00	1	\$ 62,500.00
30-FOOT TRANSIT BUS	EA	\$ 325,000.00	1	\$ 325,000.00
CONSTRUCTION COSTS				\$ 14,507,052.00
MOBILIZATION (10%)				\$ 1,450,705.20
MAINTENANCE OF TRAFFIC (10%)				\$ 1,450,705.20
CONTINGENCY (25%)				\$ 3,626,763.00
TOTAL CONSTRUCTION COSTS				\$ 21,035,300.00
PRELIMINARY ENGINEERING (10%)				\$ 2,103,530.00
RIGHT OF WAY COSTS				\$ 4,830,000.00
CONSTRUCTION ENGINEERING (10%)				\$ 2,103,530.00
TOTAL PROJECT COSTS				\$ 30,072,360
STORMWATER/SEWER UPGRADE				\$ 7 - 8 M
COMBINED PROJECTS				\$ 37.1M - 38.1M



NEXT STEPS

- TS&E: APRIL
- CITY COUNCIL: MAY
- PRELIMINARY DESIGN REPORT (PDR): MAY - JULY





THANK YOU!
