

1. Agenda

Documents: [5.20.15.PDF](#)

1.I. Approval Of April 15, 2015 Meeting Minutes

Documents: [TSE MEETING NOTES 4 15 15.PDF](#)

2. Communication Items (No Public Comment Will Be Taken)

A. Fats, Oils and Grease (FOG)

Documents: [FOG.PDF](#)

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

3.I. Franklin Street

Documents: [MEMO FRANKIN STREET.PDF](#), [FRANKLIN PRESENTATION.PDF](#)

3.II. List Of Pesticide Task Force Members

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

3.III. Transportation Network Companies (TNC) (Uber)

Documents: [MEMO TO TRANS. COMM. RE TOA 5.15.2015.PDF](#), [PORTLAND ME TOA FINAL DRAFT.PDF](#)

3.IV. EDA Grant Amendment- Extension Of Thompson Point Road/Sidewalk Improvements

Documents: [EDA THOMPSON POINT.PDF](#)

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

Transportation, Sustainability and Energy Committee

DATE: 5/20/2015
TIME: 5:30 PM
LOCATION: Room – Council Chambers
City Hall

AGENDA

1. Approval of April 15, 2015 Meeting Minutes
2. Communication Items: (No Public Comment will be taken)
 - A. Fats, Oils and Grease (FOG)
3. Action Items: (Public Comment will be taken on these items)
 - A. Franklin Street
 - B. List of Pesticide Task Force Members
 - C. Warren Avenue Land Purchase
 - DC. Transportation Network Companies (TNC) (Uber)
 - ED. EDA Grant Amendment-Extension of Thompson Point Road/Sidewalk Improvements

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)

April 15, 2015 Meeting Minutes

Attendees: Councilor Kevin Donoghue, Councilor Jon Hinck, Councilor Justin Costa, Michael Bobinsky, Danielle West-Chuhta, Jeremiah Bartlett, Bruce Hyman, Melissa Graffam, Troy Moon, Kathi Earley

1. Approval of March 18, 2015 Meeting Minutes

Motion made by Councilor Donoghue to approve said meeting minutes as amended. Meeting minutes now show the following: *“During the March 18, 2015, meeting regarding Pesticides Proposal Update; Councilor Hinck also discussed whether the city’s current law regarding pesticides is efficient enough. He also wanted to see that the Task Force looks into what other communities are doing regarding spray drifts, what is their current law and what are they currently prohibiting.”* Seconded by Councilor Costa. Motion Passed 3-0.

2. A. MTA/MaineDOT Annual Project Presentation

Presentations were made by the Maine Turnpike Authority and the Maine Department of Transportation where they highlighted projects that they will be doing in and around Portland this year.

3. A. List of Pesticide Task Force Members

Troy Moon went over the proposed list of members. Councilor Marshall will chair the task force. The task force will start meeting in the fall.

Councilor Hinck asked about having residents on the list that is in favor of using pesticides. Looks like the listing is too one sided.

Councilor Donoghue made a motion to postpone this item to the next meeting when Councilor Marshall will be present. Seconded by Councilor Costa. Motion passed 3-0.

3. B. Use of Sustainable Transportation Funds

Bruce Hyman went over the three (3) options for the use of the funds. These funds come from a fee-in-lieu of parking provision in the city ordinance. Currently there is an \$83,700 existing fund

in the Central Sub-District. The options are Congress Street Bus Corridor Project, Cumberland Avenue Sidewalk and Lighting, and Spring Street Redesign.

Councilor Donoghue asked is inflation will be taken in effect on what is collected in the fee-in-lieu of parking funds. Bruce Hyman will look into this question.

Councilor Donoghue asked what will replace the traffic signals at Casco and Brown Streets. Bruce said that they will remove the signals and replace with high visible cross walk. Councilor Donoghue also asked what the Bay House contribution was. Bruce said that is not included in the Sustainable Transportation Account. Councilor Donoghue wants to talk to Bruce about this.

Councilor Hinck asked what the Planning Department thinks of Metro's suggestions. Bruce said that they are good ideas, but currently they have other priorities that need to be completed. Councilor Hinck also asked what the timing is for funds approved and allocated. Bruce said that he is open to another category for Metro's request.

The Committee took public comment.

Chris O'Neal, Portland Chamber of Commerce – Bruce Hyman and Mike Bobinsky gave a presentation at a recent meeting and it invigorated the board seeing these projects. Asked if someone makes a contribution how/why is this decided? Bruce responded that when the Planning Board makes its decision it looks at off-site transportation and traffic impacts. It is not always a requirement.

Motion was made by Councilor Donoghue to approve the Congress Street Bus Corridor Project and Cumberland Avenue Sidewalks referring to the "up-to" amounts. Councilor Costa asked if it was Councilor Donoghue's intent to not to choose Spring Street. Councilor Donoghue stated that is corrected. Councilor Costa seconded the motion. Motion passed 3-0.

Councilor Donoghue asked what is the timing and budget for the Washington Avenue, Avesta Housing. Bruce said that it would be before they get their occupancy permit.

Motion was made by Councilor Donoghue to approve the Eastern Sub-District (Washington Avenue). Motion was seconded by Councilor Costa. Motion passed 3-0.

3. C. Transportation Network Companies (TNC)

Danielle West-Chuhta, Corporation Counsel, went over the materials she had provided. Danielle said that she is working on a temporary operating agreement, so that staff can continue to work on this and bring it to the full city council soon.

Dave Barmore from Uber's operations team in Maine was here to talk to the Committee. Mentioned that Uber is in 300 cities around the world. He discussed five things that have been concerns. They are:

(1) Driver Registrations- All drivers are independent contractors. They can work as little or as much as they prefer. Drivers do get background checks.

(2) Insurance – Currently being debated at the State House in Augusta. Major insurance companies are on board. Senator Collins has a bill that she is proposing, that Ubers does not agree with.

(3) Vehicle Inspections- They are all inspected by ASCE Certified mechanics with a 10-point inspection.

(4) Surge Pricing- Times of emergency

(5) Taxi vs TNC- Should they have the same license? With a TNC, you have to use a personal vehicle.

The Committee took public comment.

Frank Niles, Taxi Enforcement Officer, City of Portland- Said that taxi operators lease cabs. He has the authority to inspect a licensed taxi at any time. A TNC can have a 19-point inspection and then have something go wrong, and he is not able to follow-up with that vehicle. He mentioned that his personal car insurance, Geico, will no longer cover him if he downloads the Uber app.

Craig Corbett, Owner 207 Taxi- He needs hired plates on his vehicle. He is getting his own app for his business at the end of the month. Does that make him a taxi or a TNC?

Rachel Doyle, 207 Taxi Company Treasurer- Taxi drivers are all self-employed. The problem for her is how this came about. They have to pay to get a license and lease a taxi but the rules are different for them (TNC). No company should get a pass. They should comply with regulations and not have things changed for them. Does not mind competition, as long as everything is fair for everyone.

Ralph Michaud, Leases a cab from 207 Taxi- They (Uber) provide the same service. The City regulates the pricing. Uber can charge whatever they want. Uber vehicles are getting in accidents; do they get another 19-point inspection?

Councilor Donoghue asked Frank Niles how does he deal with someone without a taxi license. He said that he summons them to court (driver and company) and orders the vehicle off the road.

Councilor Hinck asked Danielle if he was to post on a website that he could give a ride to Westbrook where does that fall. Danielle said that would fall into a “grey area”.

Councilor Costa said that we should wait and see what shakes out of Augusta in regards to the insurance. He also asked is taxi driver’s public information? Danielle said she believed it would be a Freedom of Information Act (FOIA) request for one to get a listing of taxi drivers. It was also asked if any list of drivers were being used to recruit. Danielle said not that she is aware of, but she could check with Jessica Grondin.

Councilor Donoghue feels that we should only be working on an ordinance and not negotiation with a company.

Councilor Hinck has a surge pricing concern. We may lose taxis and those who can't afford it having to pay more than they can afford.

Danielle said by them working on a temporary operating agreement, to protect the public before an ordinance is adopted.

It was asked that an inspection of a TNC vehicle be made after it has been in an accident.

Councilor Costa made a motion for staff to continue working on the temporary operating agreement. Motion Seconded by Councilor Donoghue. Motion passed 3-0.

3. D. Franklin Street

Catherine Offenberg from IBI Group did a quick presentation of the proposal for Franklin Street due to the late hour of the meeting. This item will be brought back to the committee at the May meeting.

The Committee took public comment.

Celina, Bike/Pedestrian Committee- Welcomes all the aspects of this for bicyclists. Did see a change that was not at the April 1st presentation. The crosswalk at Lancaster Street which was a priority crosswalk is not eliminated. Also, the four-way crosswalk at Franklin at Federal was eliminated. Urged the committee to have them reinstated before approving this plan.

Chris O'Neal, Portland Chamber of Commerce- This is a great step. Didn't want to cause harm with commerce and businesses. A property owner is not satisfied with a possible "taking" of property. It was a caution when looking at this plan.

Councilor Hinck questioned about not being able to go to Marginal Way from Franklin Street (ex. Play It Again Sports to go to Planet Dog) would need to go up to Franklin Street to get there.

Jeremiah Bartlett said that MaineDOT is not allowing the crosswalk at Lancaster.

Councilor Costa asked about the intersection with roundabout. How does that jive with the vehicles that go through there? Buses and freight tractor trailers. Jeremiah said he sees this as a benefit for all of them and it will save time.

This item will continue to be discussed at the May meeting.

Meeting adjourned at 9:11pm.



Michael J. Bobinsky
Director of Public Services

To: Chair and the TSE Committee Members
From: Michael J Bobinsky, Director of Public Services
Date: May 15, 2015
Subject: FOG Rules and Regulations Update –Communication to the TSE Committee

In previous meetings we discussed proposing ordinance changes to the Sewer Use Ordinance involving Fats Oils and Grease (FOG) rules and regulations to the City Council. Through working with the restaurant community and the EPA, the Department will be developing a program that incorporates self-management and a recognition system for recycling and beneficial disposal of fats oils grease and food scraps. We are hopeful that the rules and regulations and this program alone will result in responsible FOG management and will not require a stricter ordinance. The rules and regulations have been distributed to the restaurant working group and comments will be reviewed in a group meeting on May 19. The schedule for public notification and comment is as follows;

- May 25th first notice to media announcing Public Hearing to be held on June 8, 2015, Rules & Regulations available for review on line.
- Week of June 1st second notice including scheduled public hearing date.
- June 8th Public Hearing, public comment
- June 15th memo communication to council.



Michael J. Bobinsky
Director of Public Services

To: David Marshall, City Councilor and Chair and TSE Committee members
From: Michael J. Bobinsky, Director of Public Services
Date: May 15, 2015
Subject: Franklin Street Phase II Redesign Recommendation

A presentation will be made by our design team along with the Chair of the Project Advisory Committee on the recommended design changes for the Franklin Street Corridor. This presentation is a follow-up to the April TS&E Committee meeting and will provide an opportunity for the Committee to be presented with the recommended design features for a future Franklin Street. Key elements of the design include improved realignment, reconnected streets, enhanced streetscapes, improved bike, pedestrian and transit accommodations, gateway intersections, an expanded Lincoln Park and mixed use development opportunities.

The Project Advisory Committee has endorsed the final design recommendations and is supportive of moving the project to Preliminary Design Report phase (PDR). Staff is seeking the Committee's endorsement of the overall design recommendations to the City Council. Staff will be inviting City Councilors outside of the TSE Committee to hear this presentation, as well for their information and awareness. We are anticipating an early June City Council workshop on the project, followed by a City Council resolution approving the overall design and incorporating the design report into the City's Comprehensive Plan.

Attached is the power point presentation that will be made at the May 20 meeting. In addition, I am including instructions from our project consultant on accessing an FTP site to review the entire design report for your use. We look forward to meeting with you at the May 20 meeting and present our overall recommendations for the redesign of Franklin Street.

Instructions for accessing the FTP are listed below.

For Windows Computers:

<ftp://341442x:rppzMpwd@ftp.ibigroup.com>

Please copy the link into My Computer and do not click it.

For Mac Computers or third party software:

You will need to use third party software such as Filezilla.

<ftp://ftp.ibigroup.com>

Login user name: 341442x Password: rppzMpwd

For Assistance

See <https://ssftp.ibigroup.com/?page=policy&lang=en-ca> for Policy Details

See <https://ssftp.ibigroup.com/?page=help&lang=en-ca> for HELP/Tips!

Please contact the IT Help Line, ithelp@ibigroup.com if you require further assistance.



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



VISION

- **Linking I-295 and Back Cove to waterfront**
- **Attractive gateway to the City**
- **Vibrant, active and walkable urban corridor**
- **Mixed-use development**
- **Attractive streetscapes**
- **Design for all modes of travel**





PHASE II DESIGN CONCEPT



EXISTING CONDITIONS

- Divides existing neighborhoods and land uses
- Scale and balance of existing development is inconsistent and inappropriate
- Opportunity to repurpose underutilized land for public open space
- Poor bicycle and pedestrian accommodations
- No gateways to corridor
- Poor traffic operations to/from I-295



PHASE II DESIGN CONCEPT



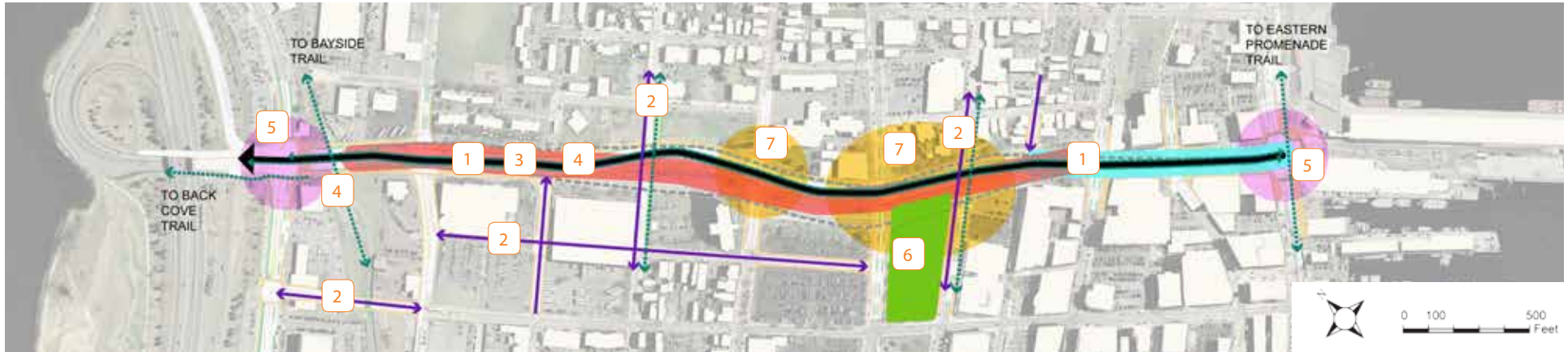
PROPOSED CONCEPT

- **Improved east-west connectivity**
- **Supports appropriate nodal development**
- **Major bicycle and pedestrian improvements**
- **Gateways at north and south ends of corridor**
- **Required traffic capacity maintained**



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



TRAFFIC AND CAPACITY



AM PEAK VOLUMES IN 2035

INTERAGENCY AGREEMENTS REQUIRE:

- Preserving necessary capacity (MaineDOT)
- Preventing backups onto mainline of I-295 (FHWA)

LESS CAPACITY REQUIRED TO THE SOUTH

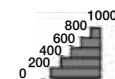
LEGEND



1000 VPH



OFF RAMPS SUBJECT TO
FHWA AGREEMENT



VPH INCREMENTS

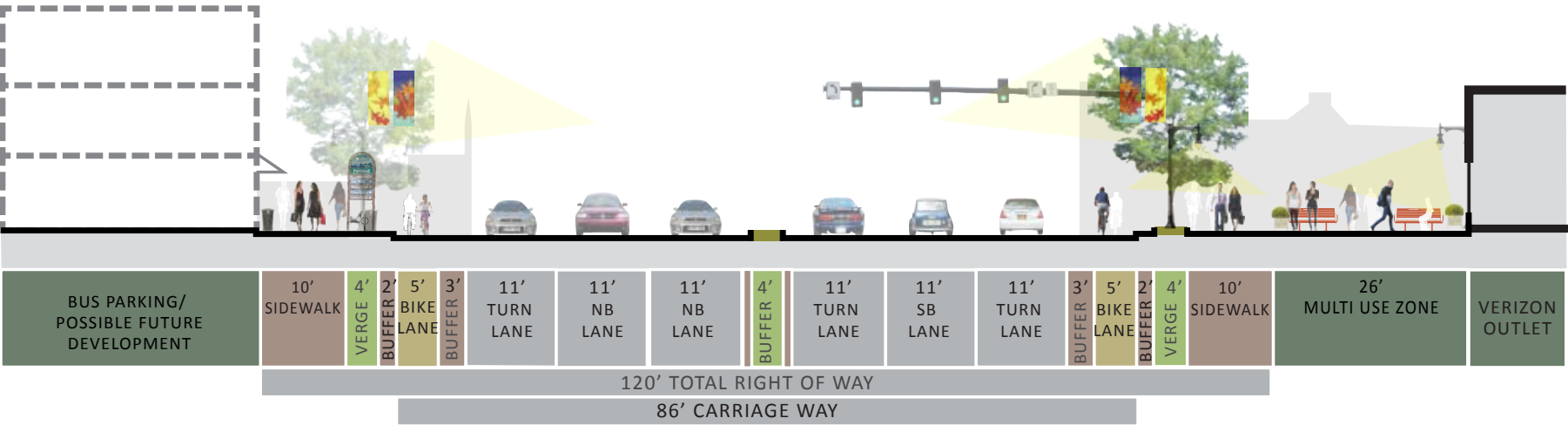
- Plan satisfies agreement to preserve LOS
 - Intersection delays **reduced** vs. No Build in 2035
 - Travel times (both directions combined) slightly less
- Improves Level Of Service for a spectrum of other modes
 - Pedestrian, Bicycle, Transit

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

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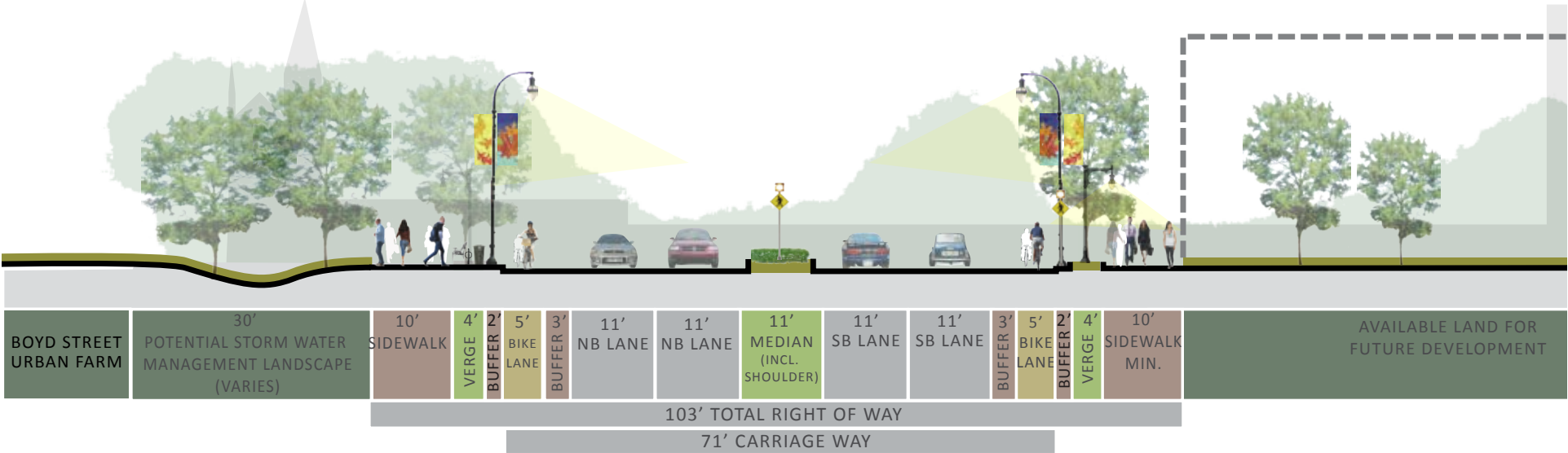
SECTION A-A'



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



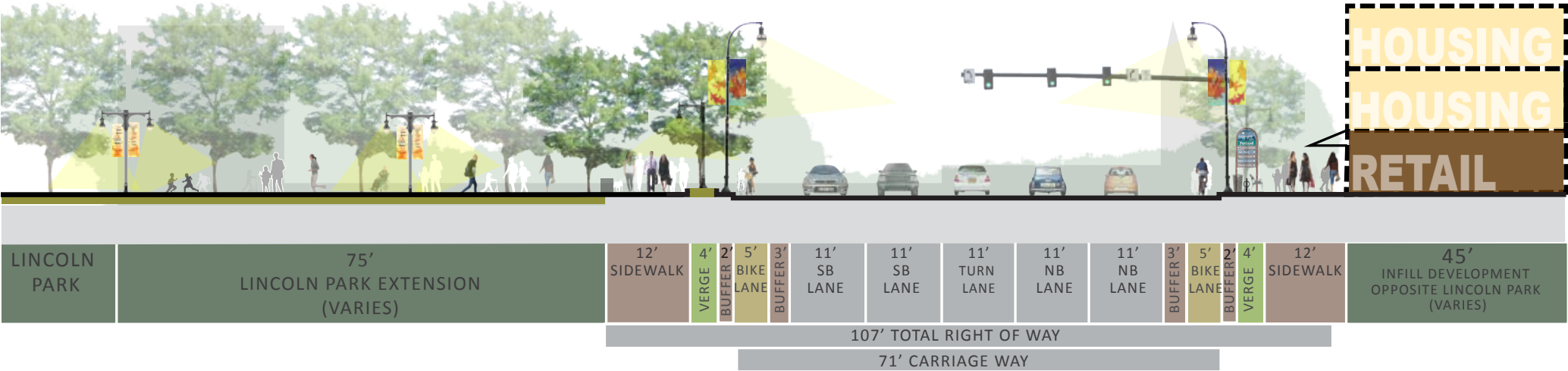
SECTION B-B'



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



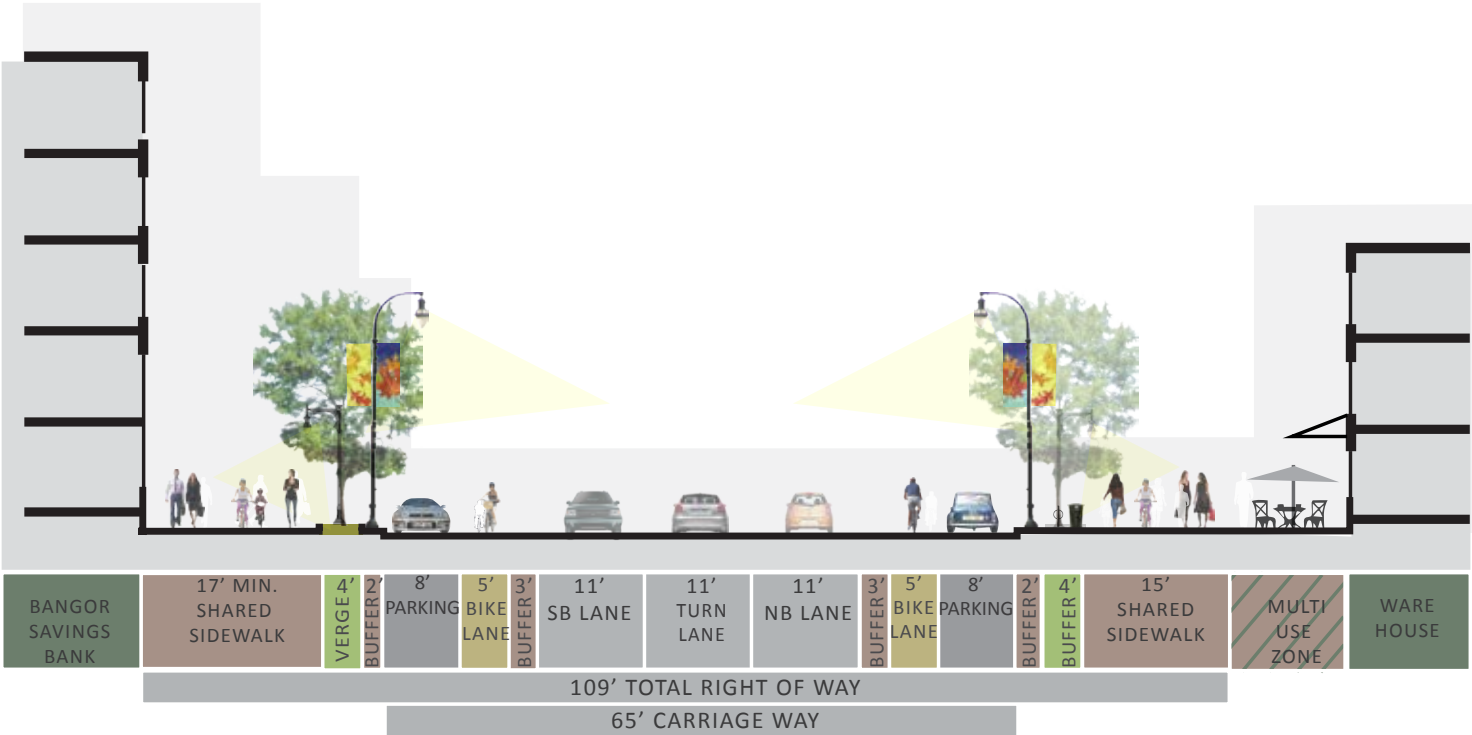
SECTION C-C'



Section CC' Through Franklin Street Near Lincoln Park Looking North



SECTION D-D'



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



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



Potential storm water
management landscape

Existing Boyd Street
urban farm to remain

New crosswalk

New sidewalks and street trees on both
sides of extended Oxford Street



Proposed View of Extended Oxford Street Connecting Franklin Street



Improved pedestrian/bike connections to park

Urban nodes at the four street corners announce entry to Lincoln Park area

Federal Street urban plaza with planters, street furniture and vendors

Park entrance with new piers and bollards, fence at street edge

Lincoln Park expansion, planned in keeping with historic precedents



Proposed View of Extension to Federal Street along Lincoln Park



Brick crosswalks with
granite edge

Dedicated bike crossings
around roundabout

Island in roundabout
showcases Portland art/
landscape

Expanded Sidewalk for
shared Pedestrian/Bike
movement

Active multi-use plaza
space for seating /
food trucks



Proposed View of Commercial Street Roundabout



COST ESTIMATE AND FUNDING STRATEGIES

Total Franklin Street Project Cost	=	\$26.3 Million
Stormwater/Sewer (CSO) Upgrade	=	\$ 8.0 Million
Combined Project Cost	=	\$34.3 Million

Identify Local Funding Sources

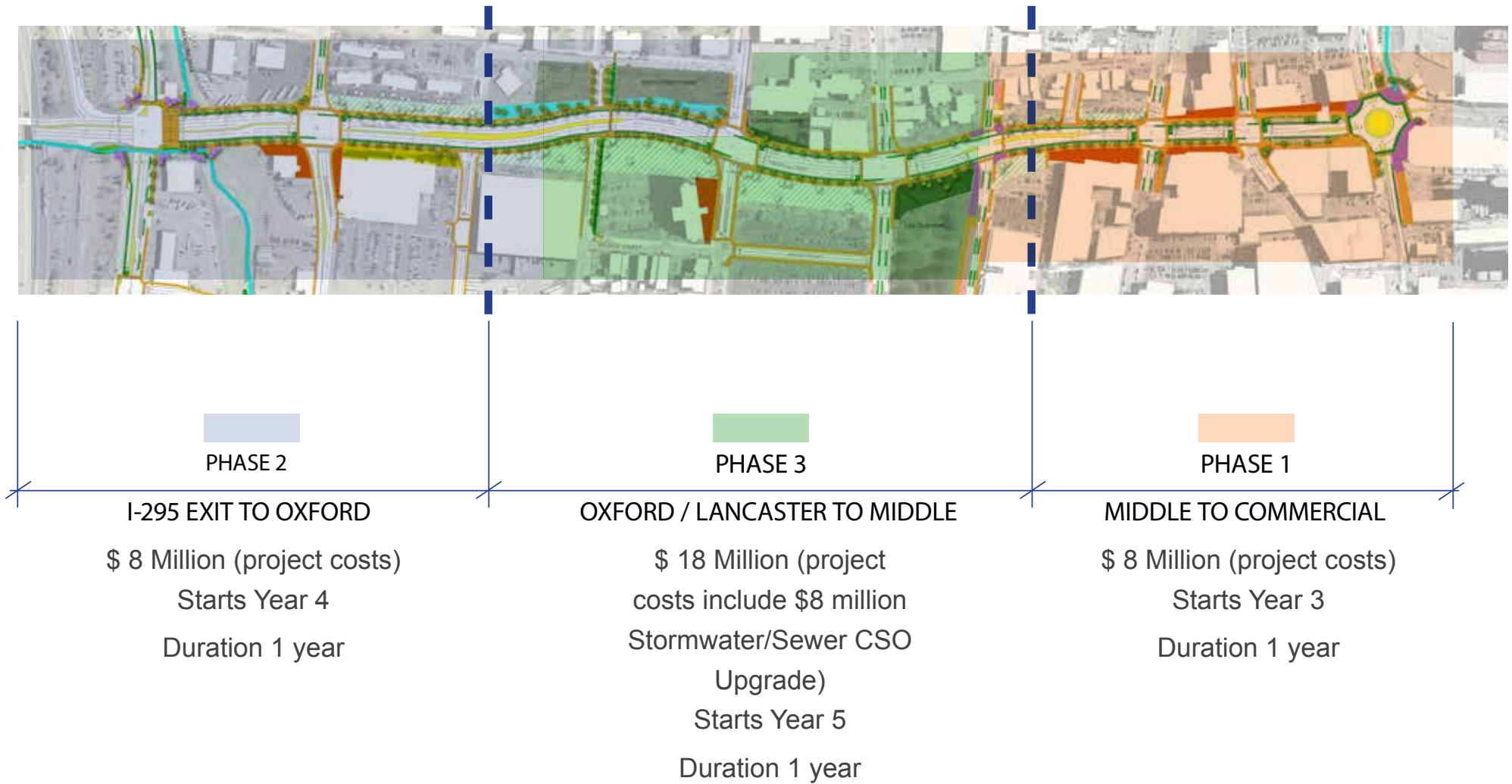
- Municipal/Local Funds (e.g. developer fees)
- Private (Partnership) Funds
- Sale of real estate emerging out of ROW realignment
- Tax Increment Funding (TIF)

Leverage (e.g. w/ matching) Local Sources with State & Federal Funds

- Federal Highway Administration (FHWA) Formula Funds
- USDOT TIGER Grant Program
- State Highway Fund
- State TransCap Trust Fund
- State Multimodal Transportation Fund
- Office of Community Development
- State General Obligation Bonding
- TIFIA credit program
- State Revolving Loan Funds (for Stormwater/Sewer (CSO) Upgrade Project)



PHASING PLAN





NEXT STEPS

- CITY COUNCIL: WORKSHOP AND VOTE JUNE
- PRELIMINARY DESIGN REPORT (PDR): JUNE - AUGUST

Other Projects dependent on Franklin Street Study and Preliminary Design:

- Marginal Way Conduit Replacement
- Bayside Circulation Study





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.



THANK YOU!



Michael J. Bobinsky
Director of Public Services

To: David Marshall, Chair, and members of the Transportation,
Sustainability and Energy Committee

From: Troy Moon, Parks and Environmental Programs Manager

RE: Pesticide Working Group

Date: 5/15/2015

At your request, we have outlined the framework of a working group to examine the use of chemical treatments to control unwanted plant material in the City of Portland. The intent of this group is to:

- Review City practices and policies regarding the application of chemical herbicides and pesticides on City owned property including streets, parks, utility corridors, and other open spaces;
- Study ordinances and policies adopted by other municipalities and institutions regarding the use of chemical treatments to control unwanted plants in infrastructure and grounds maintenance programs;
- Review best practices in the use of chemical treatments as outlined by state and federal regulators, landscaping professionals, and environmental advocates;
- Examine the legal authority of Maine municipalities to regulate or restrict the sale or use of chemical pesticides;
- Recommend to the City Council methods to foster landscaping and infrastructure maintenance practices in the public and private sector that protect the integrity of vital infrastructure, promote healthy ecosystems, and protect the health and safety of Portland residents. These may include education, administrative regulations, and ordinance changes.

Staff has identified individuals and organizations with interest and expertise in these areas. Our goal is to represent a range of perspectives on the use of chemical treatments as part of maintenance programs in order to achieve actionable recommendations. The following individuals are willing to serve as members of the working group.



Michael J. Bobinsky
Director of Public Services

Pesticide Task Force – draft list

Sally Trice	Citizen
Donna Herzcog	Portland Pollinator Partnership
Jesse O'Brien	Maine Nurseryman & Landscapers Assoc.
Tom Ford	Maine Arborists Association
Cathy Ramsdell (or designee)	Friends of Casco Bay
Nominated by Chair	Parks Commission Representative
Steve Hewins or designee	PDD
Glen Brand or designee	Sierra Club, ME Chapter
Tyler Kidder or Grounds Manager	University of Southern Maine
Hank Dozier	Former Facilities Manager, UNH

Staff:

Troy Moon	Parks and Environmental Programs Manager
Sally Deluca	Recreation Division Director
Adam Lee	Corporation Counsel

CITY OF PORTLAND

MEMORANDUM

TO: Chairman Marshall and Members of the Portland Transportation, Sustainability & Energy Committee
CC: Michael J. Sauschuck, Acting City Manager
FROM: Danielle P. West-Chuhta, Corporation Counsel
DATE: May 15, 2015
RE: **Temporary Operating Agreement**

As requested at your last meeting, attached please find the Temporary Operating Agreement ("TOA") which has been drafted/reviewed by the attorneys for Uber and the City. The highlights of the TOA are as follows:

- 1) Requires insurance coverage (at the same level as required under Maine State law) to be in place;
- 2) Requires annual vehicle inspections;
- 3) Requires records to be maintained by Uber and provided to the City upon request;
- 4) Makes Uber vehicles subject to the Jetport Ground Transportation Rules and Regulations;
- 5) Requires 10 year local, state and national background checks to be conducted;
- 6) Requires a 24-hour hotline for clients to contact if they have an issue;
- 7) Allows the City to enforce the provisions of the TOA, and require compliance with the rules set forth therein (including vehicle inspections, cleanliness, insurance, etc.); and
- 8) Requires the payment of \$10,000 as the licensing fee by Uber.

If you have any questions, the Uber attorney and I will be present at your meeting on May 20th to discuss the details of this TOA in more detail.

TEMPORARY OPERATING AGREEMENT

This Temporary Operating Agreement (hereinafter “Agreement”) is entered into this [DAY] day of [MONTH], 2015, between CITY OF PORTLAND, a political subdivision of the State of Maine, whose address is 389 Congress Street, Portland, Maine 04101 (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 Portland; 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 Portland 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:

1. Receives connections to potential passengers and related services from a TNC in exchange for payment of a fee to the TNC; and
2. Uses a Rasier Partner Vehicle to offer or provide TNC Services requested through the Rasier digital platform in return for compensation or payment of a fee.

“Rasier Partner Vehicle” means a personal or noncommercial vehicle that is used by a Rasier Partner and is

1. Owned, leased or otherwise authorized for use by the Rasier Partner; and
2. Not a taxicab, limousine, or for-hire vehicle.

“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 TNC 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 digital 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 future City ordinance, 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 and a Rasier Partner shall comply with all applicable insurance requirements mandated by Maine laws pertaining to insurance, including but not limited to, automobile liability insurance.. 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 providing TNC Services: 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 performing TNC Services:
 - (a) Automobile liability coverage that provides at least the minimum coverage requirements per 29-A M.R.S. § 1605 and 24 M.R.S. § 2902.
 - (b) Automobile liability insurance in the amounts required in subparagraph (a) of Section1 shall be maintained by Rasier and provide coverage in the event the Rasier Partners' own personal automobile liability policy excludes coverage according to its policy terms or does not provide coverage of at least the requirements in subparagraph (a) of Section 1.
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, bodily injury and property damage;
 - (c) Provides uninsured and underinsured motorist coverage to the extent required by 24-A M.R.S. § 2902
 - (d) Provides medical payment coverage to the extent required by 29-A M.R.S. § 1605-A.

- (e) The coverage requirements of this Part II(A) 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 precise 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. Within fourteen (14) business days of executing this Agreement, 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 Rasier Partner to act as a Rasier Partner and accept trip requests from its digital network, and annually thereafter, Rasier shall conduct a local, state and federal criminal background check and obtain and review the criminal history in accordance with M.E. Rev. Stat. Title 10: Chapter 209-B for each potential Rasier Partner to determine whether that person has been convicted within the last ten (10) years of the following offenses:

1. DUI or other drug related driving violations or severe infractions;
2. Hit and Runs;
3. Fatal accidents;
4. History of reckless driving;
5. Violent crimes;
6. Sexual offenses;
7. Gun related violations; and
8. Resisting/evading arrest.

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 and, if requested, Rasier shall make these records available for inspection to the City at a mutually agreed setting.

- 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 (3) 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. Rasier will maintain electronic records of such driving history reports for the duration of this Agreement and, if requested, Rasier shall make these records available for inspection to the City at a mutually agreed setting..
- 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 annually secure physical or digital 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, and, if requested, Rasier shall make these records available for inspection to the City at a mutually agreed setting.. 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. Tobacco use shall also not be permitted while the Rasier Partner is available on Rasier's digital platform.
- 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 four (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 have an annual safety inspection in accordance with the State of Maine's requirements for personal vehicles. Within fourteen (14) business the effective date of this Agreement or of being activated on Rasier's digital platform, all Rasier Partner

vehicles currently operating shall have and pass a safety inspection conducted by an automobile technician that is certified by the National Institute for Automotive Service Excellence (ASE). 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 the City.

Such inspection/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 twenty- four (24)-hour customer service telephone number or email address. Rasier shall also implement a rating system on its digital platform to monitor the quality of the service and cleanliness of the vehicle, and, if requested, Rasier shall make these records available for inspection to the City at a mutually agreed setting..
- I. Service of Process. Rasier shall maintain an agent for service of process in Maine.
- 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 and agree to

the estimated fare.

- 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. Jetport Operating Requirements. Rasier acknowledges that the City owns and operates the Portland Jetport ("Jetport"). Nothing in this agreement shall prevent the Jetport from promulgating rules and regulations for Rasier and Rasier Partners operating on its property.
- P. Audit. Rasier must maintain accurate records as required under this Agreement. Upon the City's request, and no more than semi-annually, 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 a mutually agreed setting.
- Q. Records. The City may inspect, at a mutually agreed setting, those records held by Rasier whose review is specifically necessary for the investigation and resolution of a complaint.
- R. 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: (1) assert applicable exemptions to the request as set forth in the Maine Freedom of Access Act; and (2), 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.
- S. Payment to City. Within ten (10) days from the effective date of this Agreement, Rasier shall pay to the City ten thousand dollars (\$10,000.00) to cover any administrative and regulatory costs associated with this Agreement and Rasier's operations in the City for one year from the effective date of this Agreement. In the event this Agreement is not extended beyond October 30, 2015, Rasier's payment shall be credited toward any fee that it is required to pay under a subsequent Agreement or City ordinance or legislation governing TNC operations in the City such that Rasier's \$10,000 payment will apply toward one (1) year of operations from the effective date of this Agreement.
- T. Accessibility. Rasier shall not allow Raiser 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.

- U. Compliance. It is understood and agreed that Rasier and Rasier Partners are not agents, servants or employees of the City.

III. City agrees as follows:

- A. Rasier may operate in the City of Portland so long as Rasier and Rasier Partners comply with the terms and conditions set forth in this Agreement.
- B. City will not enforce the provisions in Chapter 30 of its Code of Ordinances or 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. This paragraph does not apply to any rules and regulations that the City/Jetport promulgates with regard to Rasier or Rasier Partner's operating at the Jetport.

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 October 30, 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, among other things, fines or penalties in an amount equal to the fines or penalties 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]

PORTLAND, MAINE BY ITS
CITY MANAGER

By: _____

XXXXXX, CITY MANAGER

DATED: _____

XXXXXX

RASIER, LLC BY ITS _____

DATED: _____ ATTEST:

RASIER, LLC

By: _____

Type or Print Name:

Title/Position:



Economic Development Department
Gregory A. Mitchell, Director

MEMORANDUM

TO: Transportation, Sustainability & Energy Committee (TSE)

FROM: Greg Mitchell, Economic Development Director
Michael Bobinsky, Public Services Director

DATE: May 15, 2015

SUBJECT: City Policy Direction Regarding Public Transportation Infrastructure Investment

Request to TSE

City staff seeks TSE policy direction regarding use of approximately \$400,000 +/- in available unspent Federal Economic Development Administration (EDA) grant and private local match funds to invest in the following two public transportation infrastructure projects:

1. *Extend the public road right-of-way road and sidewalk construction into Thompson's Point.*

Policy direction from the TSE and City Council is needed to extend the public road and sidewalk right-of-way into private property an additional 400-500+/- feet. It is noted that the Thompson Point developers have agreed to assume maintenance responsibility for the roadway extension. City staff notes that public benefits related to the street and sidewalk extension includes increased public vehicle and pedestrian access and safety to the Thompson's Point site.

2. *Libbytown additional sidewalks.*

Policy direction from the TSE is needed to invest in additional sidewalk investment in Libbytown. City staff notes public benefits for this type of investment includes improved pedestrian safety. ***The additional sidewalk improvements relate to any remaining sidewalk gaps along the Park Avenue and the Congress Street corridor, which were not addressed during the original EDA construction improvements.***

3. *Libbytown Traffic Calming Improvements.*

Traffic calming improvements were made on nine streets within the Libbytown and Rosemont Neighborhood area. These streets are between Brighton Avenue and Congress Street and often used as a cut through streets with reports of vehicles traveling at higher than the posted speed limit. We will be conducting a follow-up traffic study to assess the effectiveness of the traffic

calming devices on speed and traffic volume. The data will be collected between May and June and will assist in determine if additional traffic control devices are needed.

The proposed mix of federal grant and local match private funding is on a 5:1 ratio (road to sidewalk. It is noted that the city is holding 100% of the local private match funds associated with this grant.

Background Information

The City entered into an Agreement with the Thompson's Point Project developers and Maine Department of Transportation (MDOT) in 2012 to secure a \$1.5 Million Dollar grant from the Economic Development Administration (EDA), matched by \$1.5 million in Thompson's Point Project developer funds, in addition to MDOT investment in the following major public infrastructure:

- Thompson Point Connector Road upgrade and expansion to create a three "reversal" travel lane road with improved sidewalks, lighting and signage;
- I-295 Ramp Upgrades;
- Sewall Street Sidewalk upgrades; and,
- Libbytown Traffic Calming improvements- including sidewalks, speed bumps and stop signs. Staff will be conducting a follow-up traffic study that provides an assessment of the effectiveness of the traffic calming improvements and a determination if any additional traffic control features are needed.

TSE Policy Discussion

City staff looks forward to discussing this matter with you at your March 20, 2015 meeting and will provide maps showing possible investment options.

If TSE approves the above policy direction, amendments to the following two documents will likely be required:

1. Three Party Agreement between the MDOT, City and Thompson Point Developers dated June 27, 2013 related to the original EDA and MDOT funded projects; and,
2. Second Amendment to the Amended and Restated Agreement, between the City and Thompson's Point Project Developers, on Costs for Off-Site Improvements to be Partially Funded by EDA Grant.