



CITY OF PROVIDENCE

Jorge O. Elorza, Mayor

REGULATIONS GOVERNING THE PLACEMENT AND OPERATION OF PERSONAL TRANSPORTATION DEVICES IN THE CITY OF PROVIDENCE

THE CODE OF ORDINANCES OF THE CITY OF PROVIDENCE, SECTION 23-24,
PROVIDES:

No person shall in any manner obstruct the public right-of-way, except for legally parked or standing motor vehicles or upon the filing of a petition and a finding by the director of public works that the proposed obstruction does not unduly hinder the free flow of pedestrian and vehicular traffic. The director is authorized to order the removal of any obstructions.... The director is authorized to promulgate regulations to effectuate the intent hereof.

THE FOLLOWING REGULATIONS ARE HEREBY PROMULGATED GOVERNING THE
PLACEMENT AND OPERATION OF ELECTRIC SCOOTERS IN THE CITY OF
PROVIDENCE.

ARTICLE I. DEFINITIONS

Personal transportation devices ("PTDs" or "devices") are defined as devices that a) are designed to transport only one person in a standing or seated position, where the rider is not enclosed; b) are operated and propelled using human, electric, or motor power; c) are not greater than 24 inches wide and 42 inches long; d) are not mobility devices designed primarily for use by persons with mobility-related disabilities; and e) are not bicycles or electric bicycles.

ARTICLE II. USE OF CITY RIGHT OF WAY

1. **Authorization.** In accordance with Section 23-24 of the Providence Code of Ordinances, the Director ("Director") of the Department of Public Works ("DPW"), upon consideration of the Permittee's Application, has found that the parking and obstructing of the City's public rights of way ("City ROW") by Permittee's Fleet does not unduly hinder the free flow of pedestrian and vehicular traffic, so long as Permittee abides by the regulations adopted by the Director (the "Regulations").

The Director and the City therefore grant a revocable, non-exclusive permit to Permittee to implement Permittee's Operation within the City ROW during the Term of this

Agreement, subject to all of the terms and conditions of the Permit Agreement and the Regulations.

2. No permit issued pursuant to these Regulations shall, under any circumstances, be construed to be a lease or an easement, nor a transfer of any real property interest in the City ROW or other City property.
3. Additional Uses. Applicants expressly understand and agree that these Regulations do not grant any Permittee or its agents the ability to exclude or prohibit others from using the City ROW. Applicants further understand and agree that the City holds its interest in the City ROW in trust for the public, and that the City's uses, needs, and obligations shall at all times supersede Permittee's privileges under approved permits and subsequent Agreements.

ARTICLE III. TERM

Permits will not be issued for more than one (1) year, unless terminated earlier as provided in this Article. The City may for any reason, in its sole discretion, revoke or terminate any permit upon providing twenty-four (24) hours' written notice to the Permittee. In the event of early termination or revocation, Permittee shall be granted one week in which to collect and remove Permittee's devices and any other facilities owned by Permittee, and to restore the City ROW.

ARTICLE IV. TERMS AND CONDITIONS FOR USE OF CITY RIGHT OF WAY

Applicants agree that should a permit be granted, Permittee's Operation shall be implemented in accordance with the following terms and conditions:

1. Fleet size and type

- a. At this time, scooters are the only device type permitted and regulated in the City through the PTD Permit Program.
- b. A maximum total of 600 scooters shall be allowed by the City permit during the first three (3) months of the Permit Program. Permittees acknowledge that the City may issue permits to more than one entity. If more than one permit is issued by the City during the Permit Program period, then each permittee shall be limited to a percentage of the maximum total of 600, as determined by the City in its sole discretion.
- c. Following the first three (3) months of the Permit Program, and every other month throughout the remainder of the term, the City shall evaluate opportunities to adjust the number of authorized devices in the Permit Program, based on the following procedure:
 - i. Each Permittee's prior Fleet size shall be reduced by the dividend of total trips beginning outside the permitted hours since the last Fleet evaluation, divided by the number of days since that evaluation.
 - ii. That modified Fleet size shall be multiplied by the average of:
 - (a.) Permittee's rides per device per day ("RDD") since the previous evaluation divided by the average of all Permittees' RDD over the same period,

- (b.) Permitee's hours since the previous evaluation meeting the distribution requirement divided by the average of all Permitees' hours meeting the distribution requirement over the same period, and
 - (c.) Permitee's number of signups for the reduced-fare plan since the previous evaluation divided by the average reduced-fare plan signups of all Permitees' RDD over the same period.
 - iii. Any remaining capacity between the resulting combined fleet sizes and the maximum total authorized devices among all Permitees shall be allocated at the City's discretion, based on compliance with the Regulations.
 - iv. If the average RDD since the previous evaluation exceeds two (2) among all Permitees, and if warranted by public good considerations, the maximum number of devices allowed under the Regulations may be increased by the City. If multiple Permitees are operating under the Regulations, each Permitee interested in increasing its fleet size shall be allocated new fleet devices based on the ratio of each Permitee's fleet allocation following Section 1(c)(iii).
- d. Notwithstanding Sections 1(a) and (b), the City reserves the right to unilaterally limit or reduce the maximum number of devices in Permitee's Fleet.
- e. Permitee shall obtain and receive written approval from the City at least two (2) weeks prior to the introduction of any new model of device to be included in Permitee's Fleet.
- f. The City shall notify Permitee of any increases or decreases applicable to Permitee's Fleet under this section by sending written or emailed notice pursuant to the Agreement.

2. Fleet device equipment, maintenance, and safety requirements

- a. Permitee's Fleet shall be equipped with equipment meeting all specifications, including but not limited to brakes, reflectors, and lighting consistent with Rhode Island General Laws § 31-19-10.
- b. Permitee's Fleet shall be certified as safe to operate under any applicable standard by Underwriters Laboratories, or an equivalent safety rating.
- c. Permitee shall schedule and attend an on-site meeting with City staff prior to launching Permitee's Fleet, to provide a demonstration of equipment and proper use of a Fleet device. The City may require this meeting to be held in coordination with other Permit Program Permitees.
- d. All devices in Permitee's Fleet shall be equipped with both a locking mechanism to prevent theft and an operable, on-board mechanism to provide real-time location when a device is parked.
- e. Permitee shall remain responsible for the maintenance of each device in Permitee's Fleet, including but not limited to technology mechanisms and locking systems.
- f. Permitee's Fleet shall have a unique identifier clearly displayed on each device in the form of numbers and/or letters for the purposes of conveying or documenting parking or safety complaints, and for auditing the quantity and type of devices in Permitee's Fleet.
- g. Each device in Permitee's Fleet shall visibly display Permitee's logo or business name on both sides of the device, together with a customer service phone number staffed during all hours when Permitee's Fleet is in service on City ROW.

Permittee's customer service line shall accept voicemail at all other times to report parking or operational complaints, and safety or maintenance concerns.

- h. Each device in Permittee's Fleet shall visibly display the following instructions, or a substantively similar version:
 - i. "Yield to Pedestrians"
 - ii. "Don't Ride with A Passenger"
 - iii. "Park Out of the Way."
 - i. Inoperable or unsafe devices must be immediately removed from service once Permittee becomes aware of the problem ("maintenance mode"), and may not be rented until such maintenance need is addressed. Permittee shall proactively remove any and all inoperable or unsafe devices from Permittee's Fleet within twelve (12) hours of the initial onset of such condition, or repair such devices and return to active service. Devices unavailable for rental shall not count toward either Permittee's fleet limit calculated in Section 1(b) nor the distribution requirement in Section 3.
 - j. Permittee shall maintain a multilingual website and mobile application which shall be available to the general public 24 hours per day, 7 days per week, including English and Spanish and any other languages specified by the City.
 - k. Permittee warrants that it complies with Rhode Island and federal disabilities laws and regulations, including but not limited to the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, et seq., as amended. Permittee also warrants that the products or services it shall provide under this Agreement comply with the accessibility requirements of Section 508 of the United States Workforce Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Permittee shall promptly respond to and resolve any complaint regarding accessibility of its products or services.
 - l. Permittee shall proactively provide all customers of Permittee's Fleet with a summary of instructions and laws regarding PTD riding, parking, and operations, including those set forth in the Providence Code of Ordinances.
 - m. Permittee shall recommend the use of helmets to all customers of Permittee's Fleet in accordance with Rhode Island General Laws Section § 31-10.1-4.
 - n. Permittee shall keep and maintain a comprehensive and complete record of all Fleet device collision reports received by Permittee or its contractor(s) during the Term. The record shall include date/time, location, and nature of the collision. A copy of such record shall be provided to the Director by email within two (2) business days of each reported collision.
 - o. If the City determines, in its sole discretion, that any of Permittee's consumers or customers have failed to comply with applicable laws governing the safe operation and/or parking of Permittee's devices, including but not limited to breach of any current or future laws governing driver's permit requirements, the use of helmets, operation on sidewalks, and/or parking requirements, or have otherwise demonstrated a threat to public health, safety, or welfare, such determination shall be grounds for suspension or revocation of the permit.
3. Fleet Distribution. Permittee shall comply with the following daily device distribution requirements:
- a. Permittee shall equitably distribute its Fleet such that each of five (5) zones of the City, as indicated in the attached map, contains greater than 10% and less than

- 50% of the Permittee's permitted fleet, measured in early morning after deployment.
- b. Notwithstanding any other provision to the contrary in this Article IV, Paragraph 3, the City may require Permittee to rebalance the distribution of Permittee's Fleet in specified areas of the City if deemed by the City to be too dense or too sparse, or if doing so helps promote equitable access to and from traditionally underserved areas within the City. Permittee shall comply with all such requests within 24 hours of receiving written notice from the City.
 - c. All Fleet devices shall be disabled from public use daily, no later than 10:00 pm Eastern Time. Fleet devices shall be redistributed or enabled for public use on City ROW no earlier than 5:00 am Eastern Time the following day. Every device available outside the permitted hours shall reduce the Permittee's number of permitted devices upon the next adjustment by the City.
 - d. During permitted operating hours and on a monthly average basis, Permittee shall maintain a number of devices available for rent in the City between 90% and 100% of Permittee's permitted fleet size.
4. PTD Parking and Riding. Permittee and Permittee's customers shall comply with the following parking and riding rules and restrictions in the City ROW:
- a. Devices shall not operate faster than 10 miles per hour within the City Right of Way.
 - b. PTD operators may ride on sidewalks, but only if such operation does not impede pedestrians or endanger sidewalk users.
 - c. While operating on sidewalks and in crosswalks, PTD operators shall:
 - i. slow when approaching and overtaking pedestrians, other PTD operators, and other sidewalk users;
 - ii. maintain a distance of at least two feet from pedestrians, other PTD operators, and other sidewalk users;
 - iii. make an audible signal before overtaking a pedestrian, other PTD user, or another sidewalk user;
 - iv. slow to a walking speed when approaching and entering intersections; and
 - v. dismount if conditions make it impossible to abide by V.4.b or otherwise respect pedestrians' right of way.
 - d. No person shall operate a PTD that is carrying any person other than the operator.
 - e. Devices shall be parked upright and stabilized with a kickstand when not in use.
 - f. Sidewalk parking shall be limited to allowed areas within the furnishing zone outside the pedestrian path of travel. A minimum four-foot pedestrian clearance through-aisle shall be maintained at all times. The furnishing zone is the section of the sidewalk between the curb and the sidewalk clear zone in which street furnishings and amenities, such as lighting, benches, newspaper kiosks, utility poles, tree pits, and bicycle parking are provided. The sidewalk clear zone is the accessible, primary pedestrian thoroughfare that runs parallel to the street. The clear zone ensures that pedestrians have a safe, obstruction-free thoroughfare.
 - g. Fleet devices shall not be parked and/or ridden in any location or manner that shall impede normal and reasonable pedestrian traffic and/or access to:
 - i. Pedestrian ramps
 - ii. Building/property ingress or egress
 - iii. Driveways
 - iv. Loading zones
 - v. Disability parking and transfer zones

- vi. Transit stops
 - vii. Crosswalks
 - viii. Parklets
 - ix. Street/sidewalk cafes
 - x. Other street furnishings (benches, parking meters, etc.)
 - xi. Underground utility, sewer, or water facilities
 - xii. Fire hydrants
 - xiii. Sidewalk clear zones
 - xiv. Roadways except for designated micro-mobility parking zones.
- h. Permittee shall place a minimum of one micro-mobility parking zone for every 20 permitted devices according to the specifications and siting of the City. Permittee shall encourage customers to park devices in these zones. Specifications for micro-mobility parking zones are an addendum to these Regulations.
 - i. Permittee shall be solely responsible for informing its customers as to parking and riding a Fleet device properly and in compliance with state and local laws.
 - j. Permittee shall undertake proactive, reasonable measures to prevent and deter improper parking or dumping of Fleet devices on private property or other public property not owned or controlled by the City.

5. Fleet Device Parking and Riding Complaints and Enforcement

- a. Permittee shall provide the City with an up-to-date, direct contact for Permittee's Operation, as well as an emergency after-hours contact.
- b. During the Permit Program Term, Fleet device parking and riding complaints received by the City shall be referred to Permittee or Permittee's authorized representative. Permittee or its authorized representatives shall be provided a limited opportunity to address/respond by re-parking or relocating its noncompliant Fleet devices. Devices creating a public safety hazard shall be moved within two (2) hours of referral to Permittee; other referrals shall be addressed within twelve (12) hours.
- c. Permittee alone shall be fully responsible for re-parking or relocating Fleet devices where a complaint has been received by the City or Permittee, or where Fleet devices are otherwise found to be in violation of the stated parking rules.
- d. During instances of Fleet devices left on private property, in bodies of water, or other public property not owned or controlled by the City:
 - i. The City shall not be responsible for monitoring such devices, but may impound illegally parked Fleet devices in accordance with City regulations.
 - ii. Permittee shall be solely responsible to third parties for addressing such unauthorized Fleet devices.
 - iii. Permittee shall act swiftly and exercise due diligence in responding to complaints of such devices. Such complaints shall be resolved by Permittee within two (2) hours of referral by the City or other reporting party.
- e. The City reserves the right to mandate and apply geofencing specifications to Permittee's Fleet to reduce or otherwise limit speed, prohibit riding, prohibit parking/locking devices in specified areas, and/or to direct customers to specified designated parking areas. Permittee shall comply with any and all geofencing requirements within two (2) business days of a written or emailed request made by the City. The cost of installing and maintaining geofencing equipment or facilities shall be borne by Permittee.

- f. Permittee shall make a public property repair and maintenance ("PPRM") endowment of \$50 per device at the time of authorization, to ensure adequate funds are available to reimburse the City for future public property repair and maintenance costs that may be incurred. This endowment shall be held by the City in escrow and shall only be accessed if Permittee fails to reimburse the City for costs incurred within 30 days of being notified. Each month of operation, Permittees shall refill this endowment to the \$50 per device level. Should this endowment become depleted with outstanding reimbursement due, the City, acting through and by the Law Department, shall institute any and all appropriate legal action to ensure payment of any appropriate costs.
- g. PPRM may include reimbursement of costs associated with visible tire or track marks left on sidewalks, pavers, or pavement.
- h. The City may impound any Fleet device parked in the same location without movement for more than three (3) consecutive days, or upon written notification of Permittee for non-compliance with Regulations.
- i. A per occurrence impoundment fee shall be applied to all devices owned or controlled by Permittee as follows:
 - i. Initial impoundment fee of \$56 per device;
 - ii. If not paid for and retrieved by Permittee within 24 hours of impoundment, an \$18 storage fee per device, per day, shall be added to the initial impoundment fee.
- j. The City may limit the number of Fleet devices allowed under this Agreement if it determines that the number of Fleet device parking and riding violations, reported crashes, third party complaints, and/or Permittee's response to such violations or complaints, are deemed by the City to be unacceptable or detrimental to public safety, or otherwise creating or contributing to a nuisance condition.
- k. The City may impound any and all Fleet devices found by the City to be in violation of applicable laws and/or the terms of this Permit Agreement. Seizure and impoundment of Fleet devices may be exercised by the City without prior notice to Permittee.
- l. Any failure by the City to act on the provisions of this section shall not relieve Permittee of any other duty or penalty at equity or law.

6. Data Privacy and Protection

- a. Permittee's Operation shall employ an electronic payment system that is compliant with the Payment Card Industry Data Security Standards ("PCI DSS").
- b. Permittee must submit a privacy policy to the City with and as part of Permittee's Application ("Permittee's Privacy Policy"). Permittee's Privacy Policy shall continue to expressly limit the collection, storage, or usage of all personally identifiable information.
- c. Permittee shall not institute retroactive changes to customer conditions, terms of use or Privacy Policy.
- d. Permittee's Privacy Policy shall operate to safeguard Permittee's customers' personal, financial, and travel information and usage including, but not limited to, trip origination and destination data. Permittee agrees to make all policies, procedures and practices regarding Permittee's data security available to the City upon request.
- e. The City reserves the right to hire or commission a third party to perform a security audit at any time the City determines that an audit is warranted.

- f. Permittee shall provide its customers with an opportunity to expressly assent to Permittee's Privacy Policy, terms of service, and/or user agreements when renting or transacting for use of any or all of Permittee's Fleet devices. Permittee agrees to provide its customers with the ability or option to decline the sharing of any data that is not otherwise required to complete the payment transaction. Customer rights with regard to these requirements and options shall be clearly stated and easily accessed by the customer during each transaction. Permittee shall further indicate to its customers that it shall share non-personally identifiable information ("PII") with the City for legitimate interests as allowed by law.
- g. Permittee agrees that it shall not collect or sort personal or individual data related to race, gender, religion, national origin, age, or sexual orientation, except for survey data collected on an opt-in basis, for the limited use of certain public purposes expressly set forth by the City. Permittee shall not deny service to any customer on the basis of refusal to provide any such survey information.
- h. Permittee agrees that it shall not attempt to access or collect any location-based data via customers' mobile phone or any other electronic mobile device, without first obtaining each affected customer's explicit permission.
- i. All current or future customer data sharing agreements between Permittee and any third party shall be disclosed and provided to the City. Permittee shall further notify the City in advance of any prospective partnership, acquisition or other data sharing agreement. Permittee shall not engage in or facilitate any inter-app operability or other form of private partnership that includes data acquisition or other data sharing model with any entity if the entity does not meet the standards set forth in this Agreement.
- j. Customers' PII collected by Permittee shall not be transmitted to, processed, or stored at a destination outside of the United States.

7. Data Collection/Sharing

- a. The City is not requesting or requiring the collection or creation of any new data. Any new data collected, created or stored by Permittee shall be considered Permittee's private data, and not government data, unless the City requests and receives such data from Permittee.
- b. The City may rely upon a third-party researcher or consultant to evaluate various aspects of the Permit Program. Upon receiving a request from the City, Permittee shall share all data relevant to evaluating or enforcing the Program with the City and any such third-party researcher.
- c. Permittee agrees to publicize to its users one customer survey each year of the Permit Program, directing users to a survey instrument provided by the City. Permittee further agrees to provide a quantity of free rides or other incentive package to be awarded to one or more survey respondents selected at random.
- d. Permittee shall provide the City and any third parties as specified in Section 7(b) with an Application Program Interface ("API") that meets the requirements of the Mobility Data Specification ("MDS") as published online at <http://github.com/CityOfLosAngeles/mobility-data-specification>. Permittee shall not change the API URL without notifying the City at least 30 days in advance of change.
- e. Permittee shall provide a publicly accessible API that meets the requirements of the General Bikeshare Feed Specification ("GBFS") as published online at <https://github.com/NABSA/gbfs>. Permittee shall not change the API URL without notifying the City at least 30 days in advance of change. Permittee is required to

make the API endpoint available for public consumption without the need for an access key.

- f. Permittee shall keep a record of maintenance activities, including but not limited to Fleet device identification number and maintenance performed. Permittee shall provide a complete copy of the same to the City upon request.
- g. Permittee shall deliver to the City, upon request, all specified real-time and archival information for each device in its device Fleet. Information covered by this provision includes real-time location, event, and status information gathered by on-board GPS tools, data for each trip record, historic/archival data, and key system information. All requested data shall be shared via the documented MDS and GBFS APIs. Except as otherwise provided in this Agreement, Permittee shall not be asked to share any PII with the City. At a minimum, Permittee shall supply the City with the following upon request:
 - i. Daily drop-off locations or aggregation sites/zones
 - ii. Real-time location, event, and status information
 - iii. Trip-level details including start/end location/time, duration, and distance traveled
 - iv. Trip-level breadcrumb trails listing all GPS readings for each device.This provision is intended to and applies to only such data collected by Permittee pursuant to Permittee's own initiative.
- h. Permittee shall additionally provide the City with monthly aggregated reports on system use, compliance, and other aspects of operations. In addition to report format, the aggregate data shall also be provided in spreadsheet or comma-delimited format. Reports shall be delivered to the City by the 5th of the following month and shall include:
 - i. Customer service complaints, including referrals from the City, both including ticket numbers
 - ii. Collisions
 - iii. Damaged or lost devices
 - iv. Number of trips completed each day
 - v. Number of devices deployed each day
 - vi. Number of new customers
 - vii. Number of new customers signed up for the reduced-fare program
 - viii. Total number of customers
 - ix. Total number of customers utilizing the reduced-fare program
 - x. Average miles per trip
 - xi. Average minutes per trip
- i. Permittee shall deliver to the City, upon request, a reporting of total vehicle miles travelled resulting from all of Permittee's employee or contractor operations in support of participation in the Permit Program.
- j. Permittee is directly responsible for providing the API key, and all other required information and data to the City. Permittee shall not refer the City to another subsidiary or parent company representative for API access. The City shall be permitted to publicly utilize Permittee's API and display real-time data.
- k. If any data requested by City is falsified, or the City suspects dishonest reporting, the City reserves the right to either sanction or perform an audit of device availability and/or trip data at any time during the Permit term. If an audit conducted by the City or a third-party finds that falsified or dishonest reporting exists, the City reserves the right to suspend or revoke the permit, in addition to any other remedy at equity or law.

- I. In addition to responding to valid requests for public data under the Rhode Island Access to Public Records Act, Permittee understands that the City may share, without notice to Permittee, any public data with separate government entities for purposes of collaborating or furthering common public purpose objectives.

The Director of the DPW shall cause these regulations to be posted and on public display at both the City Clerk's Office and DPW. These regulations may be changed at any time, in the sole discretion of the Director of DPW.

Effective the 1st day of September 2019:

A handwritten signature in black ink, appearing to read "Antonio Morabito III", written over a horizontal line.

Antonio Morabito, Director
Department of Public Works