

City of North Tonawanda

DONNA L. BRAUN
City Clerk-Treasurer
dbraun@northtonawanda.org

Lori Swartz
Assistant City Clerk

Denise Proefrock
Assistant City Treasurer

OFFICE OF THE CITY CLERK - TREASURER
VITAL STATISTICS
CITY HALL
216 PAYNE AVENUE
NORTH TONAWANDA, N.Y. 14120

Treasurer's Office: (716) 695-8575
Clerk's Office: (716) 695-8555
Fax: (716) 695-8557

COMMON COUNCIL WORKSHOP AGENDA

The following meeting has been scheduled for **TUESDAY JULY 12, 2022:**

Workshop will be held at Manhattan Street Parking Lot 6:30PM Start

Workshop Agenda

6:30 PM Common Council		Re: Canal Fest-Manhattan Street Parking Lot Discussion
6:45 PM City Attorney	-	Re: Proposed Changes to City Code Section 103-Zoning
		Re: Sweeney Street Subdivision
7:00PM Mayor		Re: Bird Rides, Inc. (Stand Up Scooters)
7:15PM Common Council		Re: General Discussion

Respectfully submitted,



Donna L. Braun
City Clerk-Treasurer

MEMO

CITY ATTORNEY
CITY OF NORTH TONAWANDA, NEW YORK
(716) 695-8590 FAX: (716) 695-8568

TO - Donna Braun, City Clerk

DATE July 7, 2022

RE:

FROM - CITY ATTORNEY

Proposed Changes to
City Code – Section
103 – Zoning

Below are proposed additions to the North Tonawanda City Code, Chapter 103, Zoning, for consideration by the Common Council. Kindly schedule for discussion at our next workshop session.

“R1-1 – Single Family Residence District


Photo-voltaic panels, support hardware, combiners, inverters, and all other ancillary equipment shall be installed completely on a primary or accessory building.

103.12 – M-1 - Light Manufacturing District.

Photo-voltaic panels, support hardware, combiners, inverters, and all ancillary equipment shall be installed without the requirement for a primary or accessory building.”

.The requirements proposed for the R1-1 District should also be included in the new Downtown and Waterfront districts.

Should you have questions or need more information, please do not hesitate to contact me.


Edward A. Zebulske, III
City Attorney

EAZ/lk

RECEIVED
CITY CLERK'S OFFICE

2022 JUL 7 PM 12:46
NORTH TONAWANDA NY

MEMO

CITY ATTORNEY
CITY OF NORTH TONAWANDA, NEW YORK
(716) 695-8590 FAX: (716) 695-8568

TO - Donna Braun, City Clerk

DATE July 7, 2022

RE: -

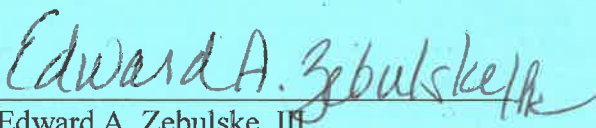
FROM - CITY ATTORNEY

Sweeney Street
Subdivision – City of
North Tonawanda
Right-of-Way

Attached are several documents regarding the existing City right-of-way adjacent to the proposed Sweeney Street Subdivision project. The land in question is no longer needed for public purpose and, following Chapter 31A of the North Tonawanda City Code, may be disposed of as needed.

.Kindly schedule for discussion by the Common Council at a near-future workshop session.

Should you have questions or need more information, please do not hesitate to contact me.

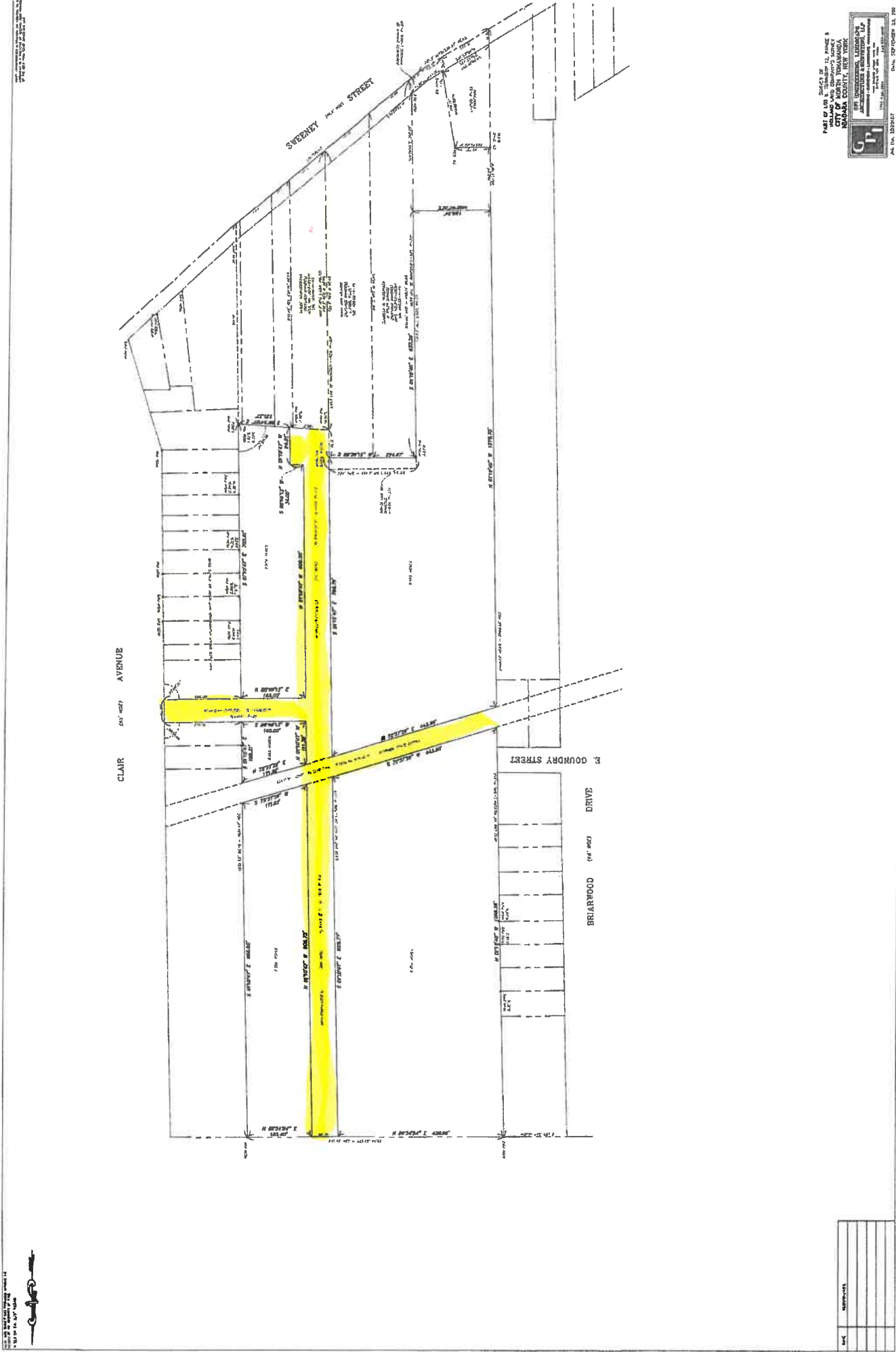

Edward A. Zebulske, III
City Attorney

EAZ/lk

2022 JUL 7 PM 12:46
NORTH TONAWANDA NY

RECEIVED
CITY CLERK'S OFFICE

EXHIBIT A



DRAWN BY: [Name]
 CHECKED BY: [Name]
 DATE: [Date]
 SCALE: [Scale]
 PROJECT: [Project Name]
 SHEET: [Sheet Number]

AGREEMENT

THIS AGREEMENT made as of this ____ day of July, 2022, by and between JAMES L. COLLINS, SR., with offices at 10025 County Road, Clarence Center, New York, 14032, (“COLLINS”), and the CITY OF NORTH TONAWANDA, a New York municipal corporation with offices at 216 Payne Avenue, North Tonawanda, New York 14120, (“CITY”):

WHEREAS, the CITY is the current owner of record of a certain paper street and ditch depicted on the attached sketch labeled as Exhibit A that runs through and is adjacent to lands owned by COLLINS that is currently subject to City approvals for a 47-lot subdivision.

WHEREAS, said land depicted on Exhibit A is no longer needed for public purpose and, pursuant to Chapter 31A-1 of the City Code, may be allowed to revert to the adjacent property owner, provided that all costs with respect to such transfer shall be borne by the transferee of any such property.

WHEREAS, the CITY shall transfer said lands to COLLINS and COLLINS agrees to bear any and all expense relating to the transfer of said lands.

WHEREAS, COLLINS agrees to dedicate each road in said subdivision to the CITY as depicted in the subdivision plan attached as Exhibit B.

Now, for good and valuable consideration, it is understood that the CITY and COLLINS agree that the lands depicted on Exhibit A shall be transferred by the CITY to COLLINS pursuant to Chapter 31A-1 of the City Code.

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be signed as of this ____ day of July, 2022 (the “Effective Date”).

CITY OF NORTH TONAWANDA

BY: _____

Its:

James L. Collins, Sr.

City of North Tonawanda, NY
Tuesday, July 5, 2022

Chapter 31A. Disposition of Municipal Real Property

[HISTORY: Adopted by the Common Council of the City of North Tonawanda 10-18-2006 by L.L. No. 3-2006. Amendments noted where applicable.]

GENERAL REFERENCES

City property; sale or lease — See App. Part I.

§ 31A-1. Options for unneeded property.

[Amended 3-20-2018]

Notwithstanding the provision of Subdivision 2(b) of § 23 of the General City Law, or of any special act, local law or charter, real property belonging to the City which is not needed for public purpose may be leased, licensed and/or exchanged at public or private sale. When the Common Council discontinues a street, the property within the street right-of-way may be leased, licensed, exchanged or may be allowed to revert to the adjacent property owners, provided that all costs with respect to such transfer shall be borne by the transferee of such property.

Memo

City of North Tonawanda, New York
DEPARTMENT OF PUBLIC WORKS


TO – Edward Zebulske
City Attorney

DATE - June 30, 2022

FROM – Mark Zellner
Superintendent

RE – Sweeney Street Subdivision
City ROW

The DPW does not have any issue with this. There are no city utilities within the paper street right of way. The proposed subdivision will have new storm sewers.



Mark Zellner
Superintendent

MAZ/jms

Cc: Journal

Joseph Sikora, Fire Chief
Keith Glass, Police Chief
Rob DePaolo, Building Inspector
Barbara Klenke, Assessor
Chelsea Spahr, City Engineer

Brandon Werth
Assistant Fire Chief
City of North Tonawanda Fire Department
Fire Prevention Bureau/Fire Marshal
495 Zimmerman St. North Tonawanda, NY 14120
Office (716) 693-2201 Ext. 6014
Fax (716) 693-2216
Cell (716) 525-3327
Email fireprevention@ntfire.com



Sweeney St. Development

6/29/2022

To whom it may concern:

If the new development has appropriate turn arounds for department vehicles the Fire Department has no concerns about the sale or trade of the property. Any further questions please reach out to my office.

Respectfully,

Brandon Werth

Assistant Chief

RE: Sweeney Street Subdivision
Keith Glass <kglass@ntpolice.com>
Wed 6/29/2022 11:24 AM

To:

- Edward Zebulske <Ezebulske@northtonawanda.org>

Ed,

I really don't have an opinion on this either way as it doesn't really affect us on this side. Tks



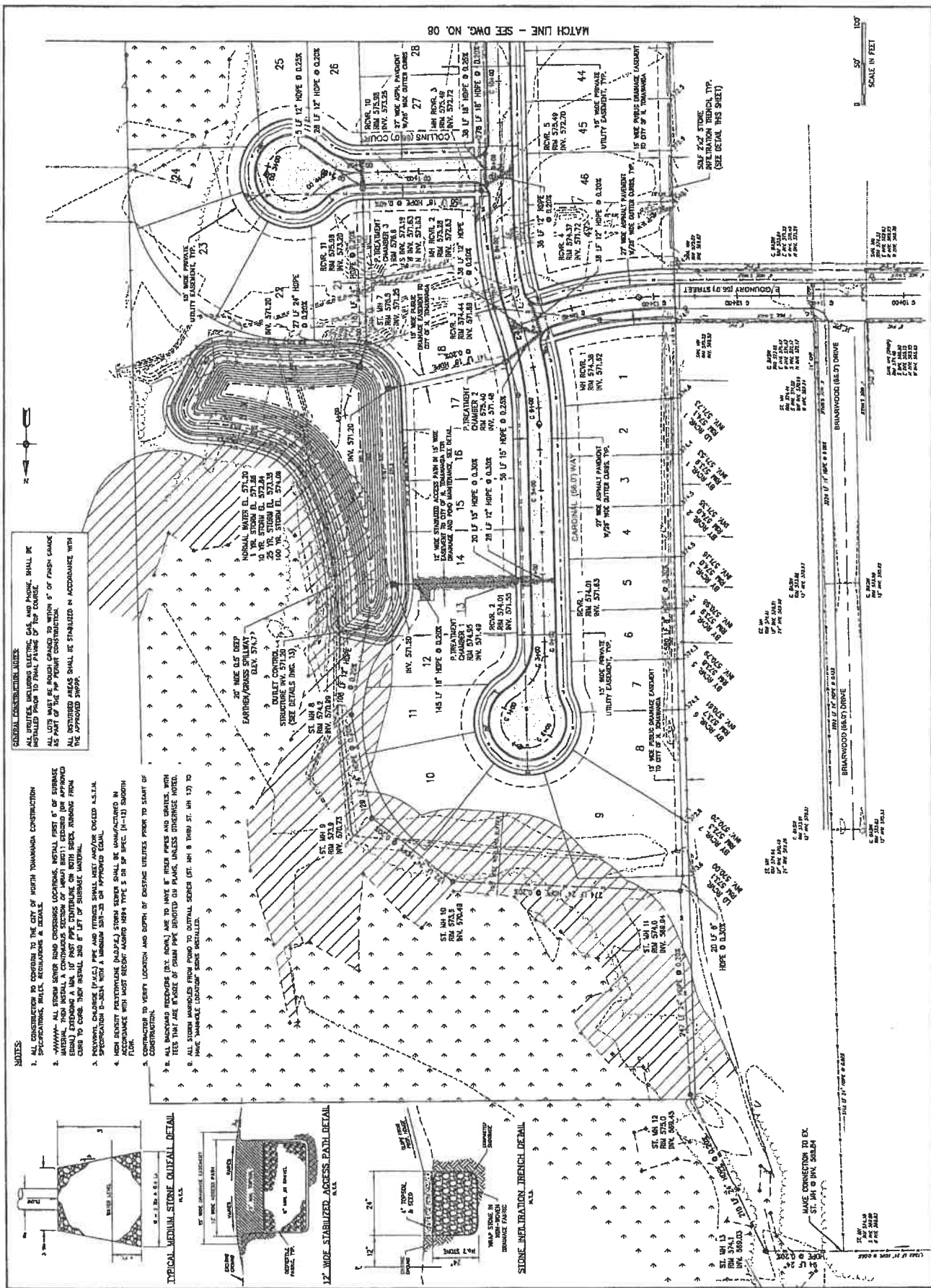
Keith Glass
Chief of Police
North Tonawanda Police Department



(716) 692-4325
kglass@ntpolice.com



NO.	REVISION	DATE
1	Issue for City Approval	01/17/2021
2	Issue for City Approval	01/17/2021
3	Issue for City Approval	01/17/2021
4	Issue for City Approval	01/17/2021
5	Issue for City Approval	01/17/2021
6	Issue for City Approval	01/17/2021
7	Issue for City Approval	01/17/2021
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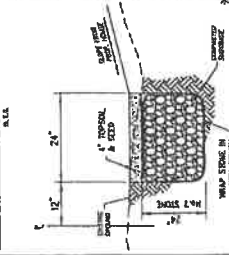
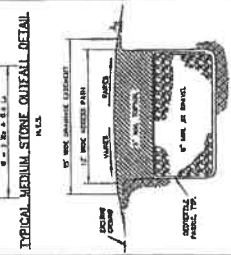
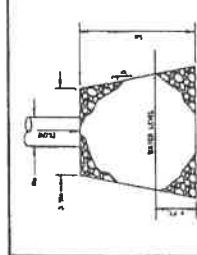
GENERAL CONSTRUCTION NOTES

ALL UTILITIES INCLUDING ELECTRIC GAS AND PHONE SHALL BE REPAIRED PRIOR TO FINAL PAVING OF TOP COURSE.

ALL LOTS MUST BE GRADED TO WITHIN 8" OF FINISH GRADE AS PART OF THE TOP FORM CONSTRUCTION.

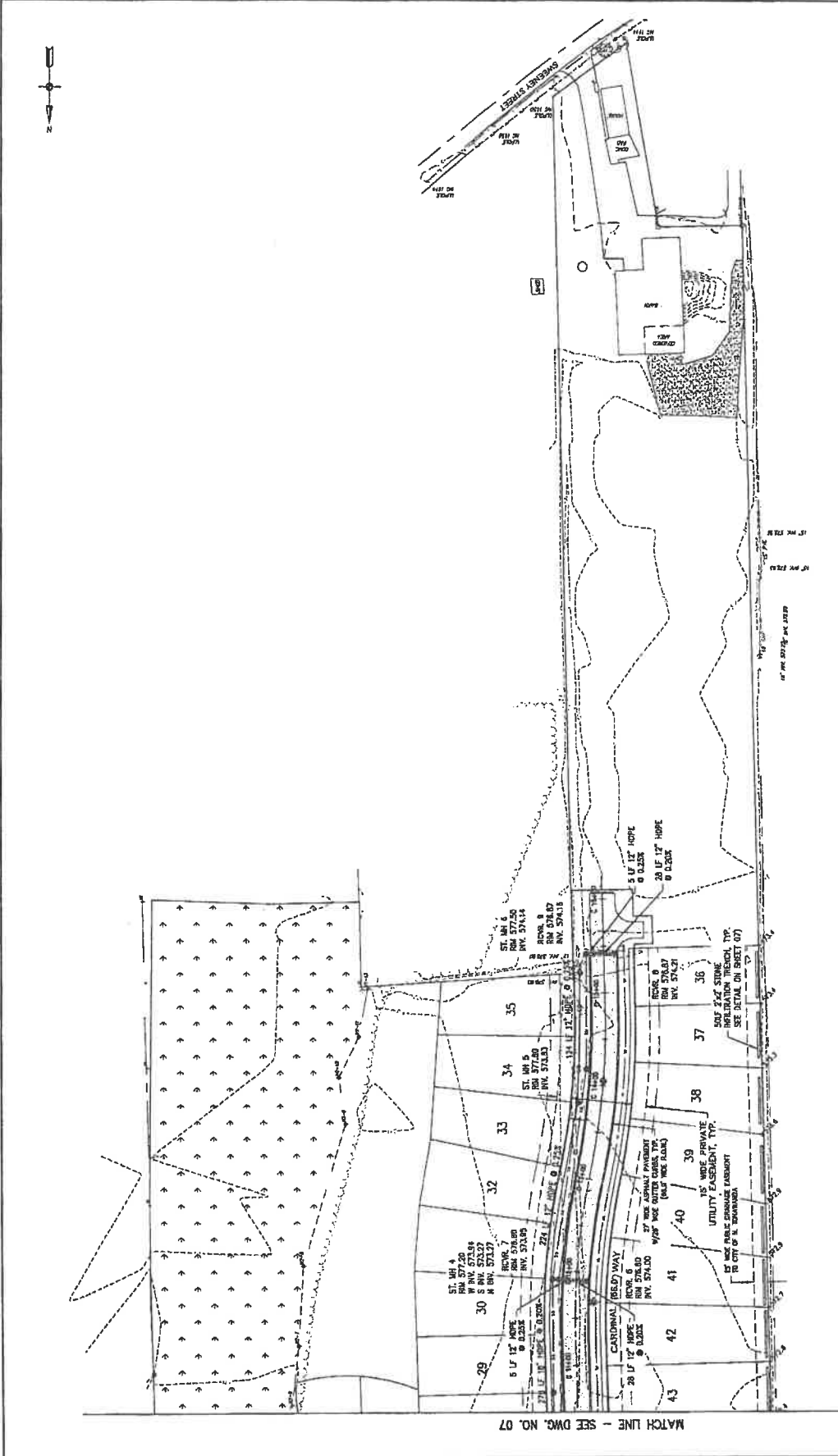
ALL EXISTING UTILITIES SHALL BE STABILIZED IN ACCORDANCE WITH THE APPROVED DRAWING.

- NOTES**
1. ALL CONSTRUCTION TO BE IN ACCORDANCE WITH THE CITY OF NORTH TONAWANDA CONSTRUCTION SPECIFICATIONS, RULES, REGULATIONS & ORDINANCES.
 2. -STORM- ALL STORM SEWER MAIN CROSSINGS LOCATIONS, INSTALL FIRST 8" OF SURFACE MATERIAL, THEN INSTALL A CONTINUOUS SECTION OF 18" (MIN. 18") CERAMIC (OR APPROVED EQUAL) EXTENDING A MIN. 10' FOOT PIPE COVERAGE ON BOTH SIDES, RUNNING FROM CURB TO CURB. THE MINIMUM 8" OF 1" OF SURFACE MATERIAL.
 3. PREVENT CHANGE (P.V.C.) PIPE AND FITTINGS SHALL MEET AND/OR EXCEED A.S.T.M. SPECIFICATION 8-3284 WITH A MINIMUM 100% DEFLECTION CAPACITY.
 4. HIGH DENSITY POLYETHYLENE (HDPE) SHALL BE USED FOR ALL 18" AND LARGER DIAMETER PIPE. SPECIFICATION 8-3284 WITH 100% DEFLECTION CAPACITY SHALL BE USED FOR ALL 18" (MIN. 18") DIAMETER PIPE.
 5. CONTRACTOR TO VERIFY LOCATION AND DEPTH OF EXISTING UTILITIES PRIOR TO START OF CONSTRUCTION.
 6. ALL BACKWATER RECEPTORS (B.W.R.) ARE TO HAVE 8" RIGID PIPES AND GRATES, WITH TEES THAT ARE 8" SIZE OF MAIN PIPE INDICATED ON PLANS, UNLESS OTHERWISE NOTED.
 7. ALL STORM MAINS SHALL BE 18" TO 30" DIAMETER (MIN. 18" TO 30" DIAMETER) UNLESS OTHERWISE NOTED.
 8. ALL STORM MAINS SHALL BE 18" TO 30" DIAMETER (MIN. 18" TO 30" DIAMETER) UNLESS OTHERWISE NOTED.





NO.	REVISION	DATE



GENERAL CONSTRUCTION NOTES:

- ALL CONSTRUCTION TO CONFORM TO THE CITY OF NORTH TONAWANDA CONSTRUCTION SPECIFICATIONS, RULES, REGULATIONS & ORDINANCES.
- MANHOLE ALL STORM SEWER ROAD CROSSINGS LOCATIONS, METAL FRET 8" OF SUBGRADE EQUAL DISTANCE A MIN. 10' FROM PPE CENTRELINE ON BOTH SIDES. WORKING FROM CURB TO CURB THEN INSTALL 200 # 5" I.P.T. OF SUBGRADE MATERIAL.
- POLYMER CONCRETE (P.V.C.) PIPE AND FITTINGS SHALL MEET AND/OR EXCEED A.S.T.M. SPECIFICATION 8-3000 WITH A MINIMUM SFR-35 OR APPROVED EQUAL.
- HIGH DENSITY POLYETHYLENE (H.D.P.E.) STORM SEWER SHALL BE MANUFACTURED IN ACCORDANCE WITH MOST RECENT AASHTO HIGH TYPE 5 OR SP SPEC. (M-13) SMOOTH FLOW.
- CONTRACTOR TO VERIFY LOCATION AND DEPTH OF EXISTING UTILITIES PRIOR TO START OF CONSTRUCTION.
- ALL BURIED RECEIVERS (A.T. BOWLS) ARE TO HAVE 8" REEF PIPES AND GRATES, WITH TEES THAT ARE 6" SIZE OF DRAIN PIPE LOCATED ON FLANS, UNLESS OTHERWISE NOTED.

NOTES:

- ALL CONSTRUCTION TO CONFORM TO THE CITY OF NORTH TONAWANDA CONSTRUCTION SPECIFICATIONS, RULES, REGULATIONS & ORDINANCES.
- MANHOLE ALL STORM SEWER ROAD CROSSINGS LOCATIONS, METAL FRET 8" OF SUBGRADE EQUAL DISTANCE A MIN. 10' FROM PPE CENTRELINE ON BOTH SIDES. WORKING FROM CURB TO CURB THEN INSTALL 200 # 5" I.P.T. OF SUBGRADE MATERIAL.
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MATCH LINE - SEE DWG. NO. 07

MATCH LINE - SEE DWG. NO. 08



City of North Tonawanda
Department of Engineering
City Hall, 216 Payne Avenue
North Tonawanda, NY 14120-5493
www.northtonawanda.org

Chelsea L. Spahr, P.E.
City Engineer
Phone: (716) 695-8565
Fax: (716) 695-8568

MEMO

Date: June 29, 2022

To: Edward Zebulske, City Attorney

From: Chelsea L. Spahr, P.E.
City Engineer

Re: Sweeney Street Subdivision – City ROW

There are no City utilities within the paper street ROW through the proposed Sweeney Street Subdivision. The Old State Ditch ROW through the property will not have any use once the new subdivision is constructed and the new storm sewer system is installed. The proposed roads of the subdivision will be dedicated back to City once construction is complete.

CLS:cls

Cc: file
Mark Zellner, Superintendent DPW
Joseph Sikora, Fire Chief
Keith Glass, Police Chief
Rob DePaolo, Building Inspector
Barbra Klenke, Assessor





CITY OF NORTH TONAWANDA

Office of the Mayor

AUSTIN J. TYLEC

July 6, 2022

North Tonawanda Common Council
216 Payne Avenue
North Tonawanda, NY 14120

RE: Bird Ride, Inc. (Stand-up Electric Scooters)

Dear Honorable Body,

Please find attached the information regarding a proposal as well as a Pilot Operating Agreement from Bird Rides, Inc.

Bird Rides provide an alternative means of transportation for residents, employees and visitors traveling throughout our city. These electric scooters are managed by a Bird Ride Administrator who will charge, store, and place the scooters in designated areas for people to rent.

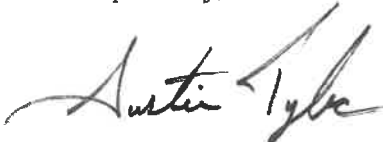
The attached agreement establishes interim rules and regulations of the Stand-up Electric Scooter within the City while the agreement is in effect, and ensures the Pilot is consistent with the safety and well-being of bicyclists, pedestrians, and other users of the public right of way, which has been discussed with our Chief of Police.

It is my understanding that there is no liability to the City as Bird carries the insurance, which has also been discussed with our City Attorney. This is a growing initiative we can offer to our interested citizens and be a part of. In addition, the City will collect a nominal fee of \$.20 per ride based on usage.

With the increase of gas prices, and an increase in events throughout our city, this will be a convenient way to travel within our City limits without any cost to the City.

Thank you for your consideration.

Respectfully,



Austin Tylec
Mayor

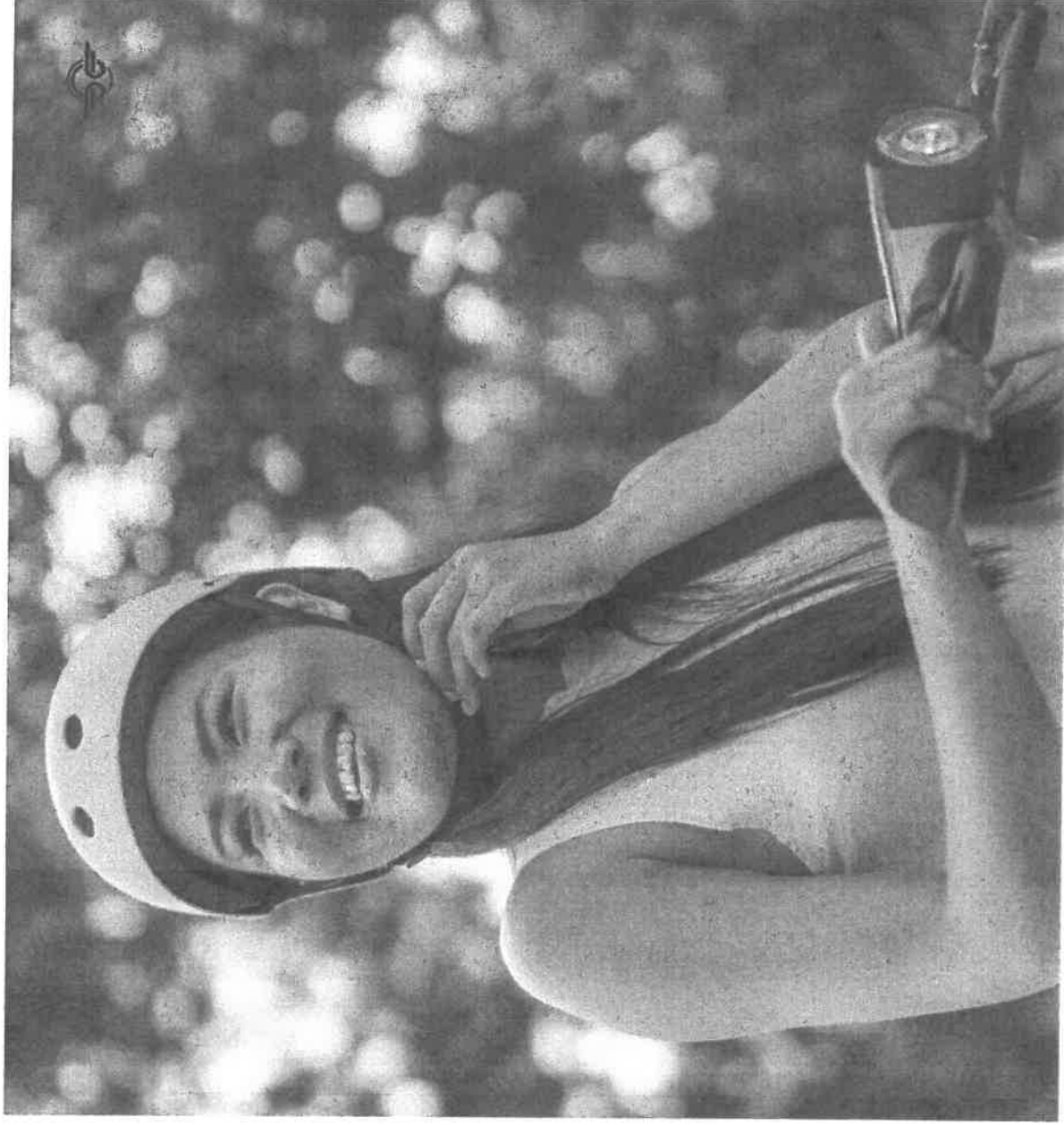


Hello, North Tonawanda, NY



Our Mission

Improve our
communities and
the lives of those
around us.



What is Bird?

A micromobility company with a focus in shared electric vehicles.



Electric

Offer an innovative rider experience with iconic electric vehicles built to last.



Shared

Build a lasting legacy of electric mobility in your community — one rider at a time.



Friendly

Make our product easy-to-use and accessible for everyone.



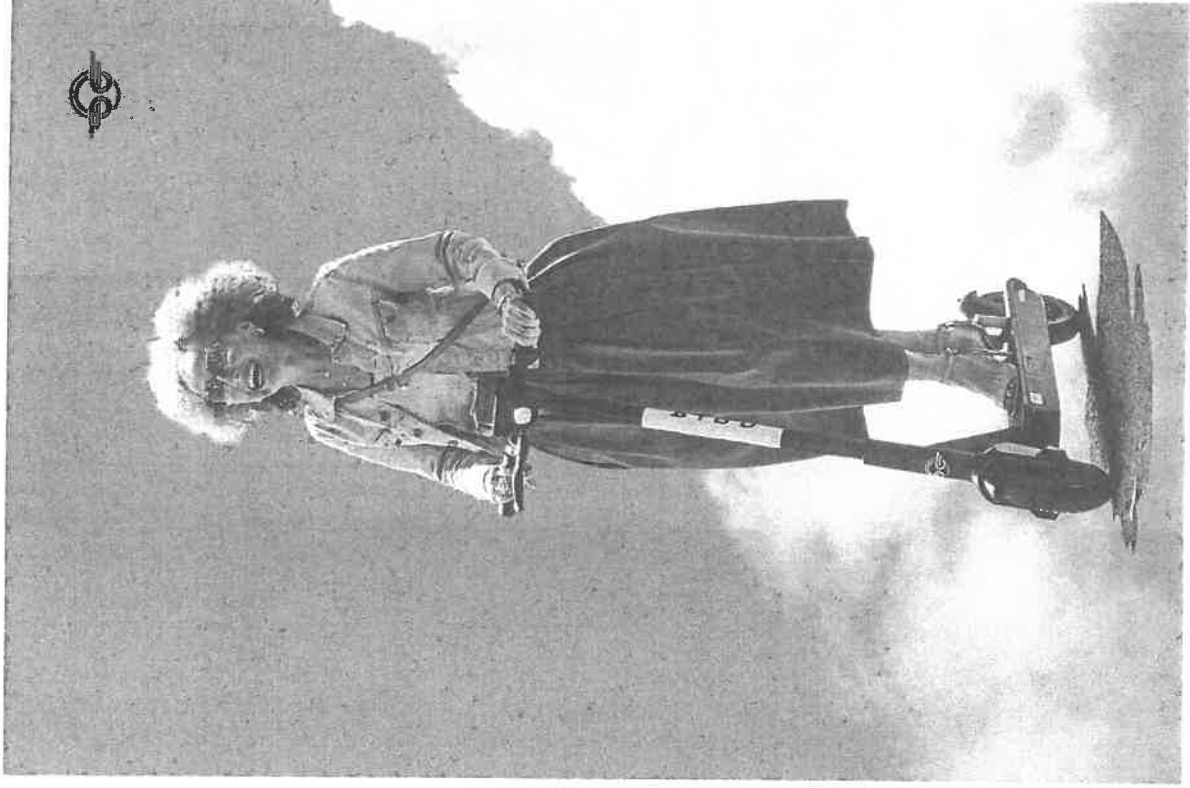
Eco

Help alleviate traffic and decrease CO2 emissions.



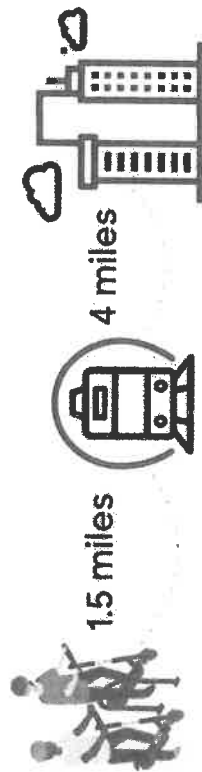
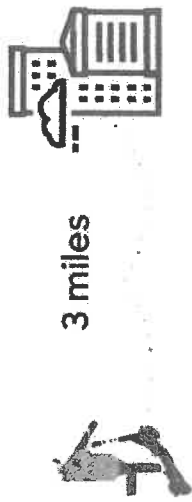
Safe

Provide peace of mind: top-quality vehicles designed and engineered with your safety in mind.



First Mile Last Mile

Great solution for quick trips



Get to School or Work

Don't hassle to re-park

Connect to transit or go one way



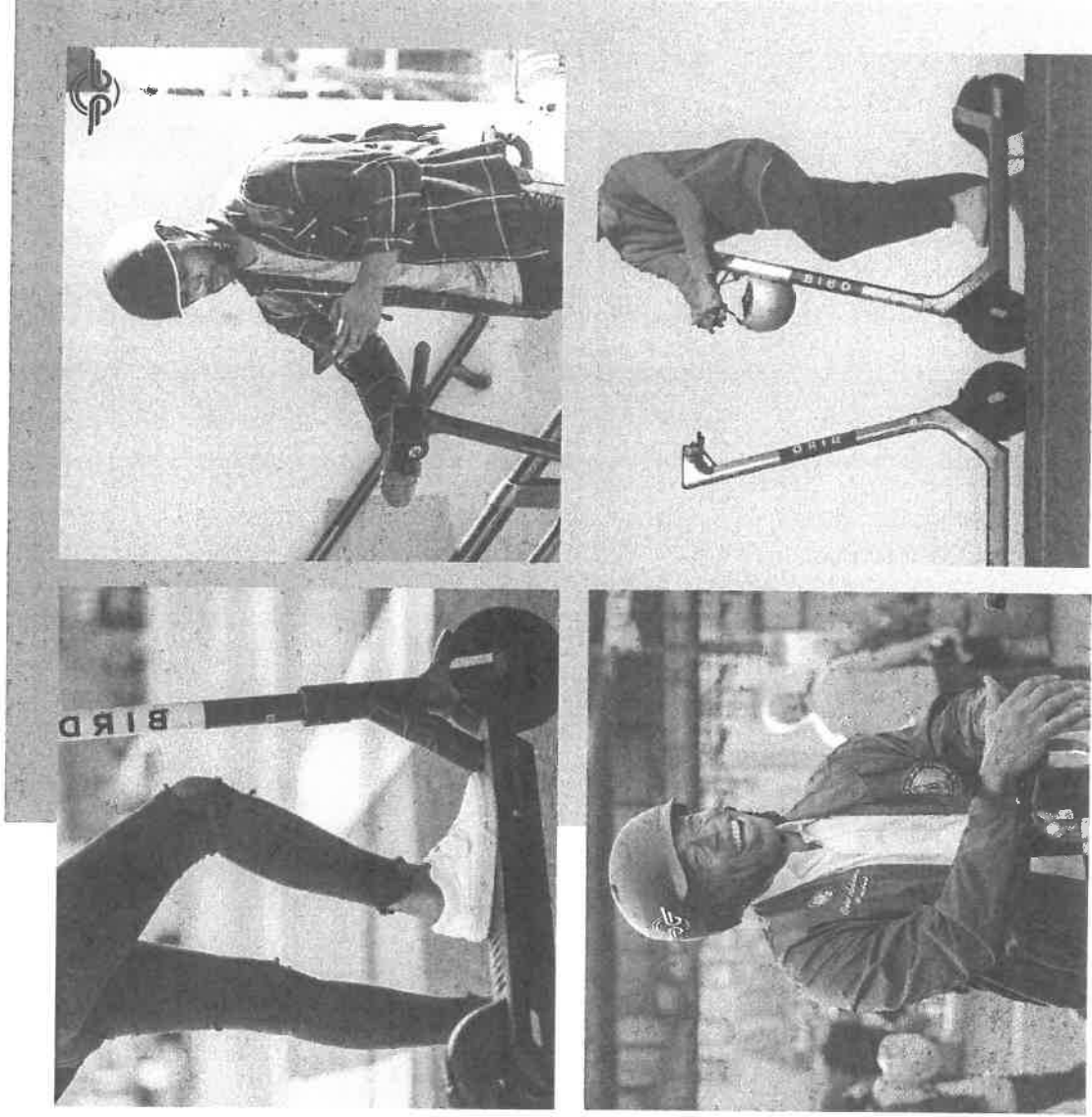
Bird's Story

Founded in 2017, Bird
saw instant success as
a pioneer in the space.

Today....

5 Continents.
25 Countries.
300 Cities.
100M+ Rides.
Listed on **NYSE BRDS**

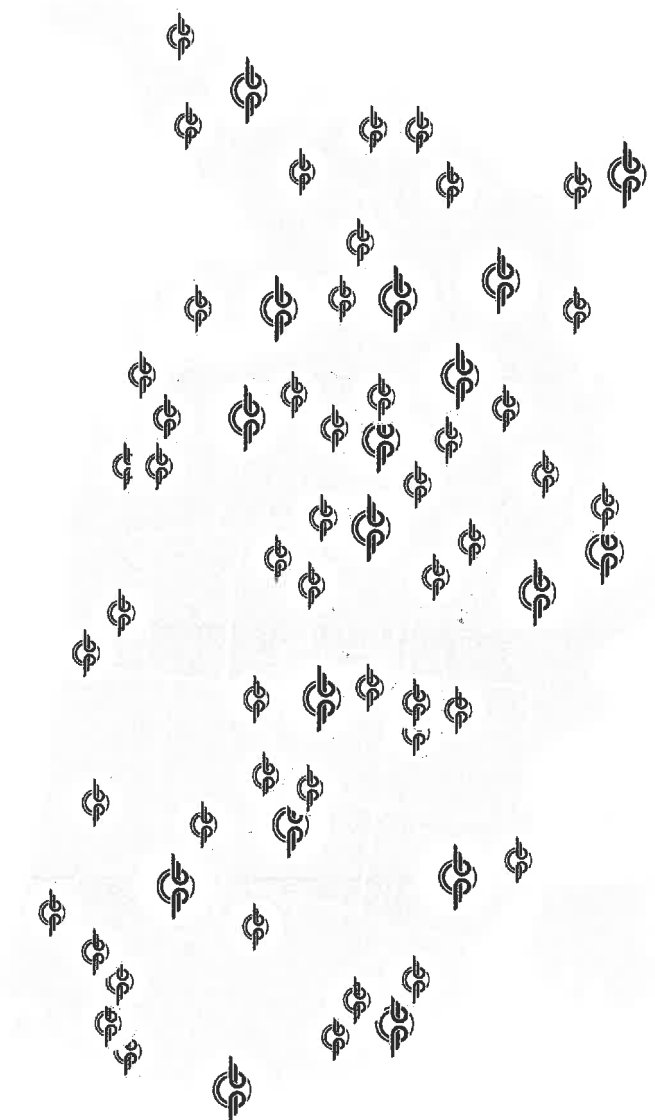
BIRD



Cities Big and Small

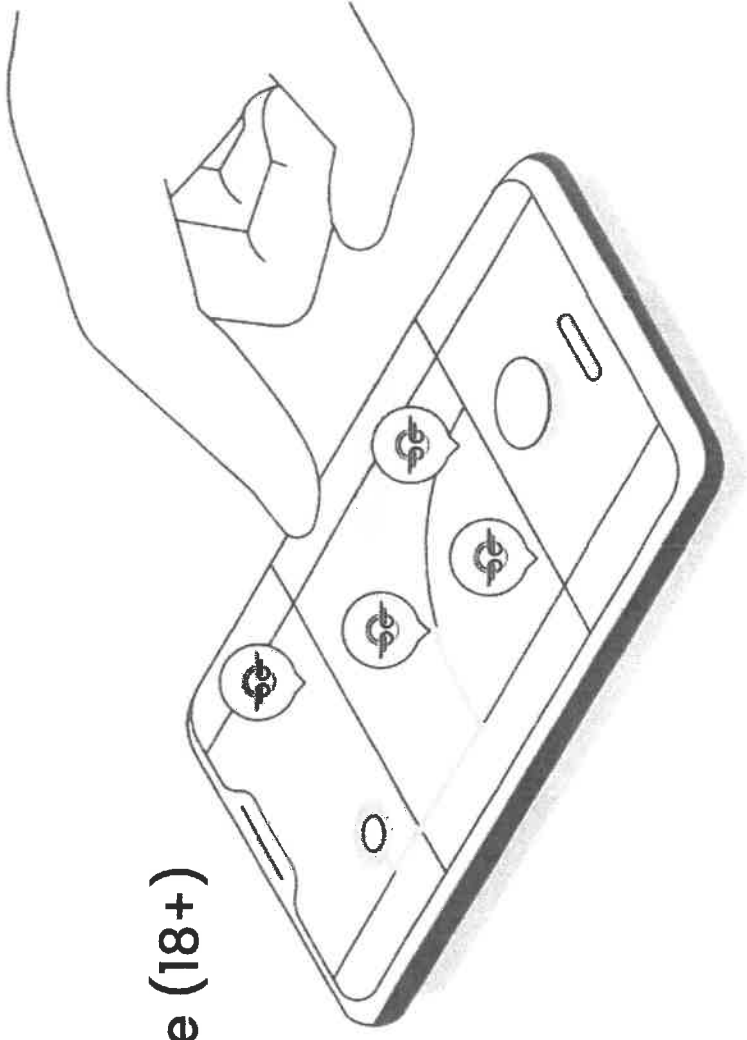


city	Population
Bridgewater, VA	6,062
St. Albans, WV	10,265
Cambridge, MD	12,376
Olean, NY	13,670
Martinsburg, WV	17,404
Oswego, NY	17,470
Salisbury, MD	32,807
Warren, OH	39,562
Manassas, VA	41,501
Springfield, OH	59,208
Nashua, NH	88,341
Newport News, VA	179,388



How it works

1. Download the Bird app
2. Sign user agreement & verify age (18+)
3. Add payment
4. Complete educational tutorials
5. Enjoy the ride!



The Dockless Model

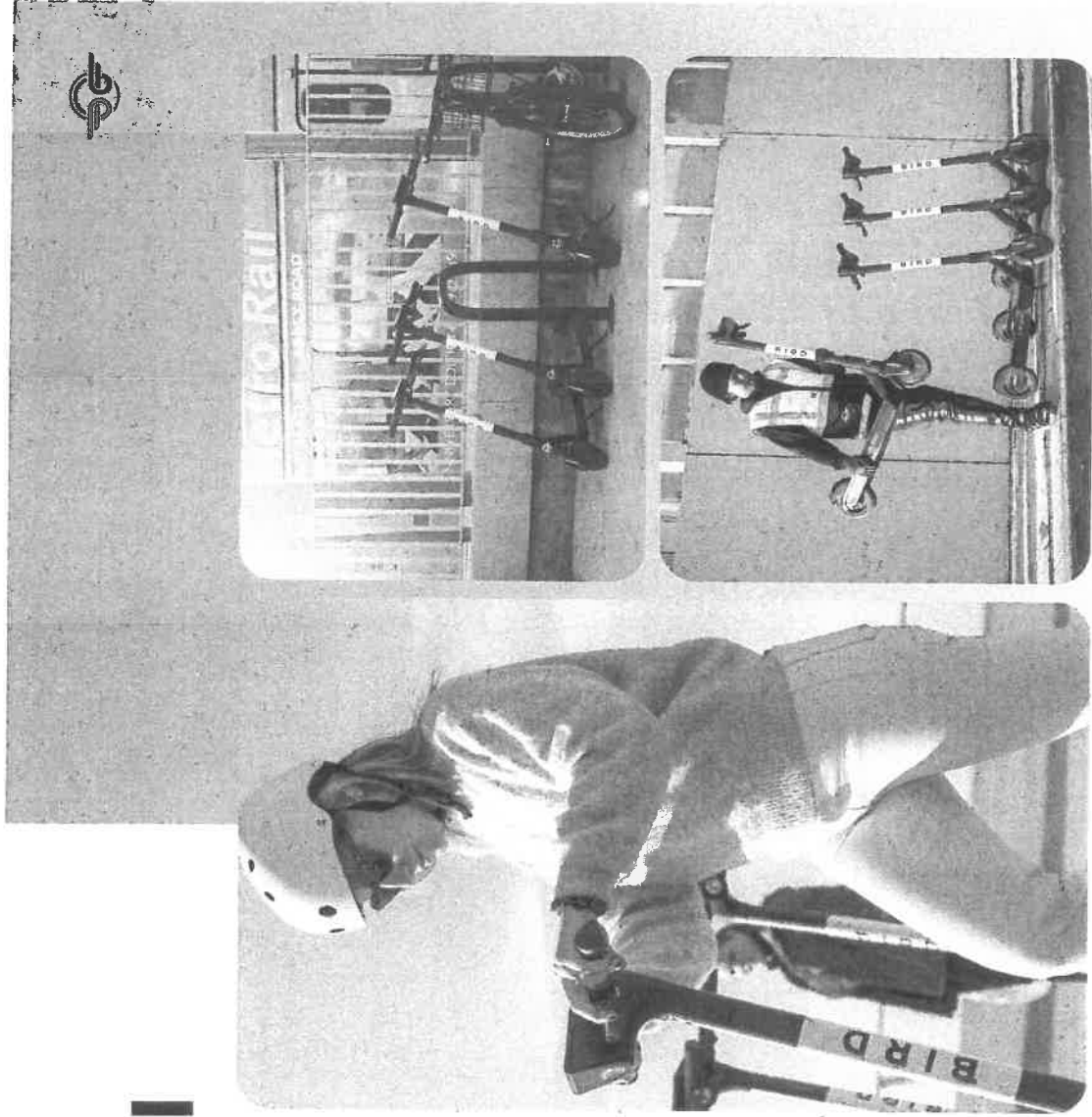
Follow the rules of the road like a bike

Freedom to choose where to pick up and drop off

Available for use within the designated 'operating zone'

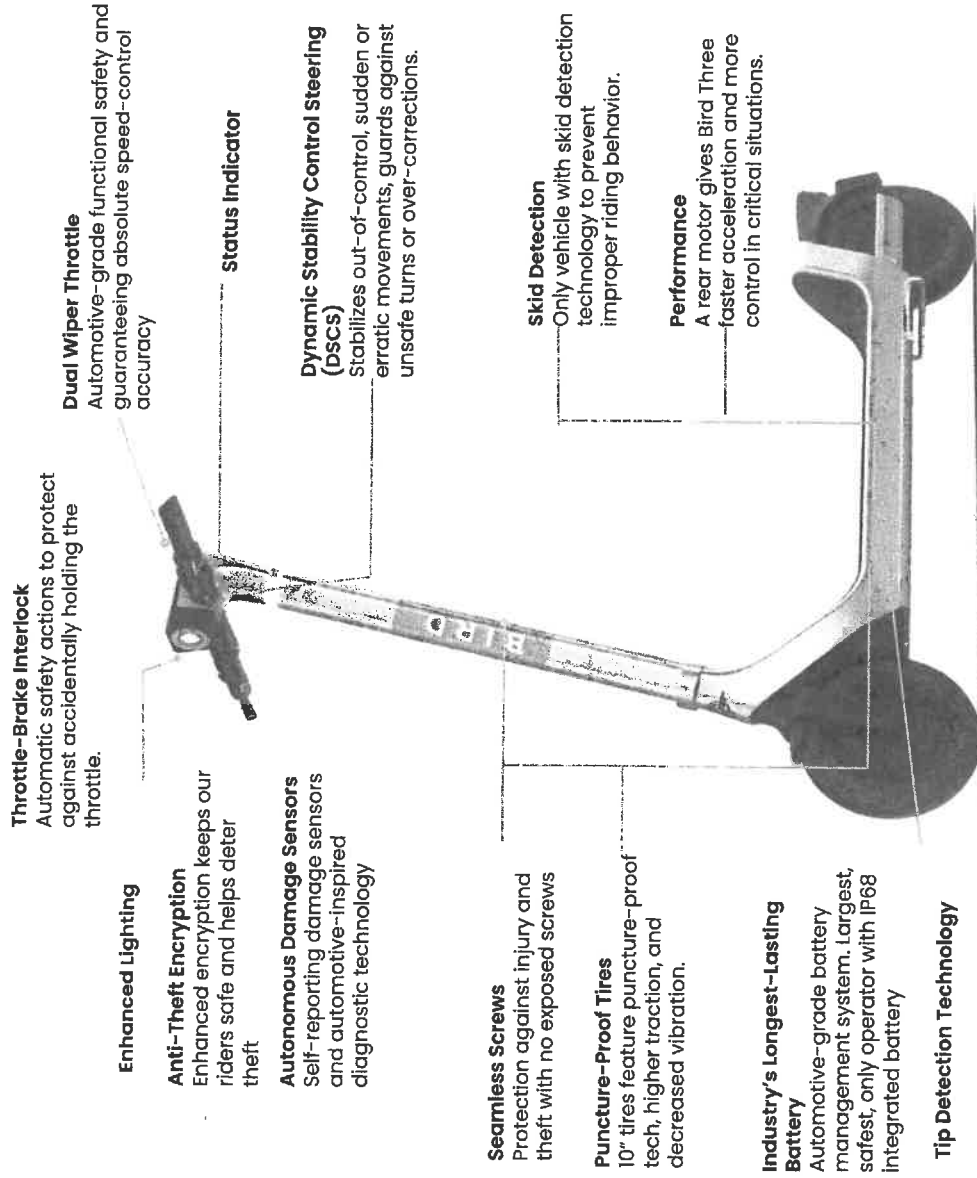
Vehicle waits for next rider or is moved by Bird

BIRD



BirdThree

Battery	36 V, 21.0 Ah 10S6P
Charge Time	5.8 hrs
Range	35 miles
Braking	Regen; Drum (front), disc (r)
Wheels	10" pneumatic
Top Speed	15 mph
Dimensions	47.7 in. x 19.3 in. x 46.8 in.
Lights	Front / Rear LEDs



Performance
AEB brings the vehicle to a stop in the event of a brake failure.

Anti-Tip Kick Stand
With a dual anti-tipping kickstand, this Bird stands on its own two feet.

Pricing

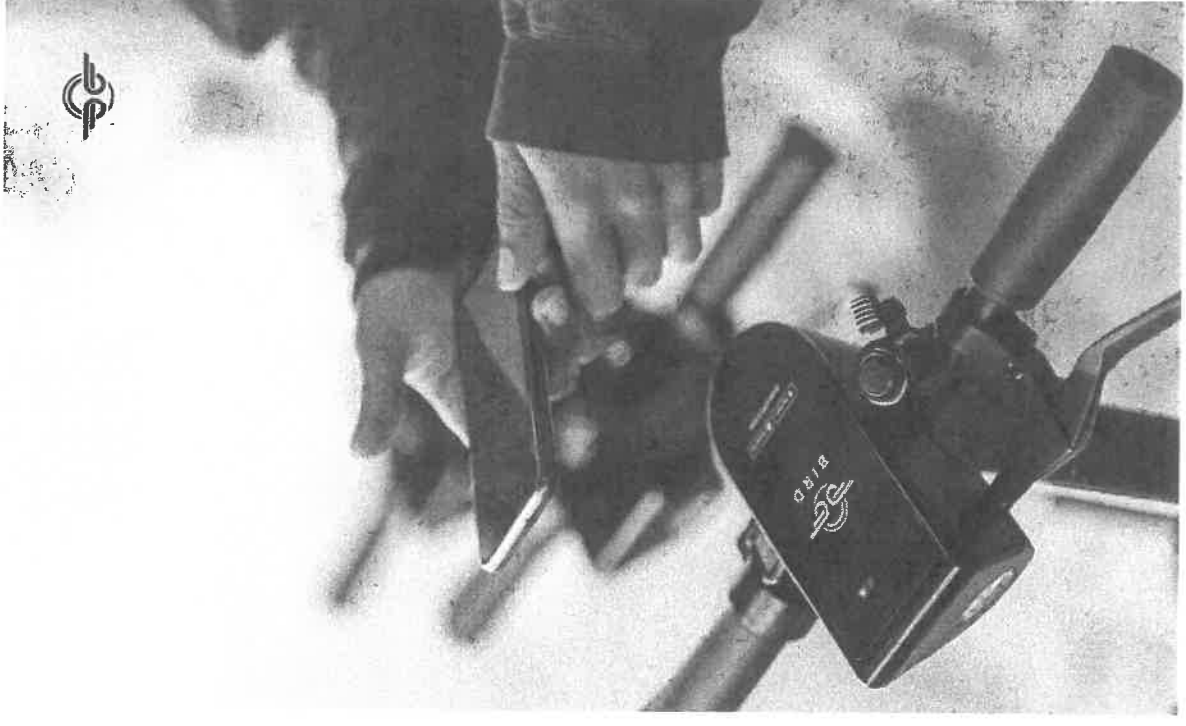
Standard Pricing

\$1+ a per minute fee. Averaging ~\$6 a ride.

Equitable Pricing Options

Discounts available to those in government assistance programs, veterans, senior citizens, healthcare workers, students with pell grants, etc.

BIRD

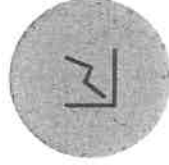


Significant economic benefits of micromobility



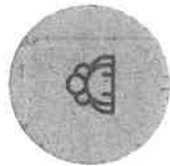
Supporting Local Businesses

Over 50% of riders report using a Bird to visit a local business, and the majority of those (70%+) said riding a Bird made them more likely to visit that business.¹



Expanding Job Access

By doubling or tripling how far people can travel to access public transit, Bird expands job access without lengthening commutes or adding cars to the road.



Job Creation

To manage local operations, Bird partners with full time Fleet Managers, responsible for on-the-ground fleet logistics, care, and community education.



Reduction in GHG Emissions

Each Bird Two prevents an estimated 103kg of greenhouse gas emissions during its lifetime.²

¹ Source: Qualtrics Rider Survey

² Based on Bird Two actual data, including pre-COVID KPIs. -15 ear half-life, and 272 grams per passenger mile lifecycle GHG emissions. Potential for greater emissions reductions on newer Bird-designed vehicles, including Bird Three.

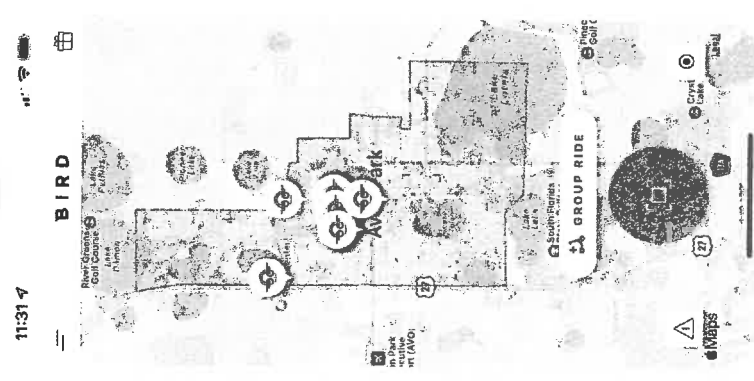
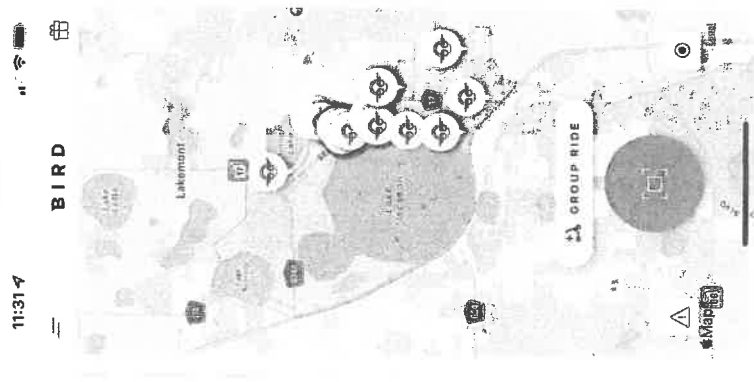


Operating Zone

Scooters will only be active within the city's boundary (highlighted in blue)

Operating Zone can be tailored based on city design

Vehicles will become inoperable should they leave the zone



Geo-Zone Technology

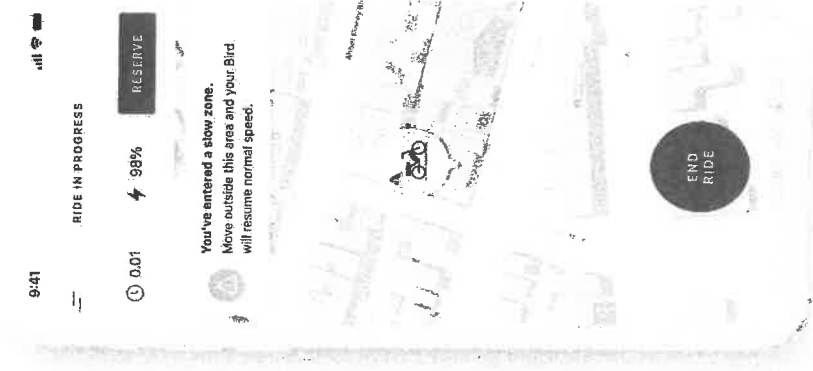


All vehicles are tracked with GPS.

When riders enter a designated geo-zone, vehicles follow set rules.

Vehicles will slow down or stop, and riders are notified by a vehicle sound and an in-app notification.

Slow Zone



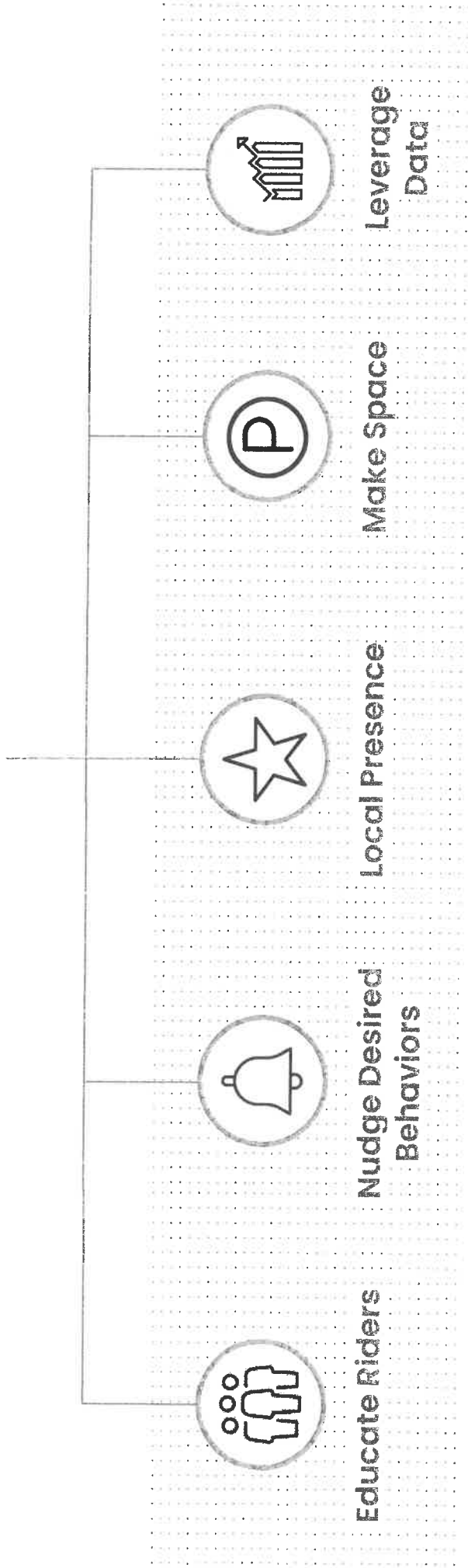
No-Ride Zone



Focus on Reducing Clutter



Bird's future relies on properly integrating dockless micromobility into our communities



Safety is our top priority.

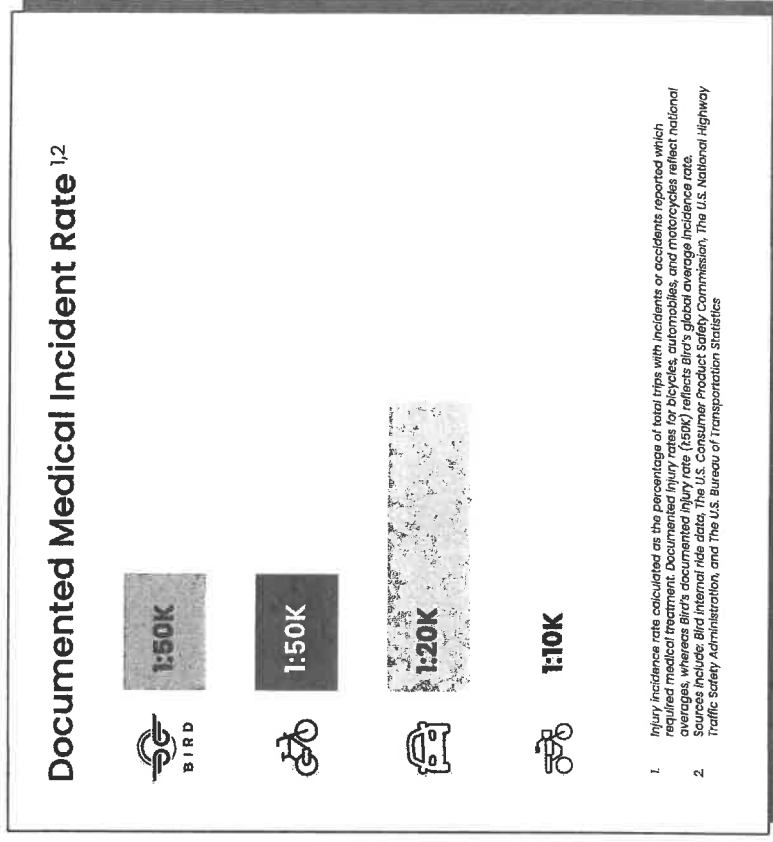
We are committed to providing safe mobility—as evidenced by our industry-leading safety record.

We hold ourselves to strict safety standards, and develop products and tools that protect riders and non-riders.



After 4 years and millions of rides taken on our shared fleets, we are pleased to report a global injury incidence rate of 1:50K rides, **less than half the medical incident rate of cars.**

Bird's safety focus has driven a safety record superior to cars and micromobility competition.



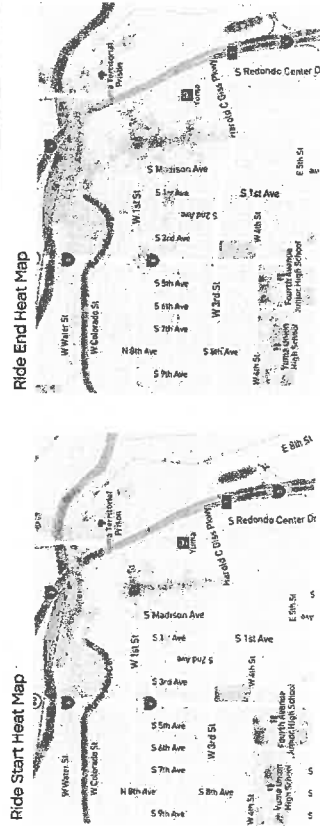
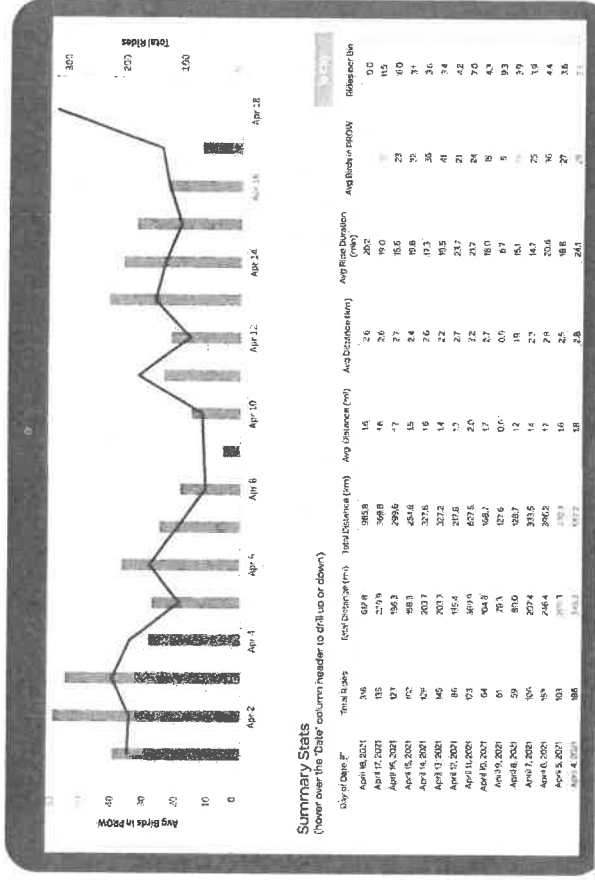
Data Dashboard

You get access too:

- **Report Summary:**
 - Anonymized Rider behaviors such as frequency and length of rides
 - Number and length of rides segmented in various dimensions
 - Available Birds and number of rides/Bird

- **Map view:** The map will provide a view of the current location of vehicles and nests, with the ability to restrict the view by specific areas

- **Usage heatmaps:** Ride start & end, segmented by various dimensions





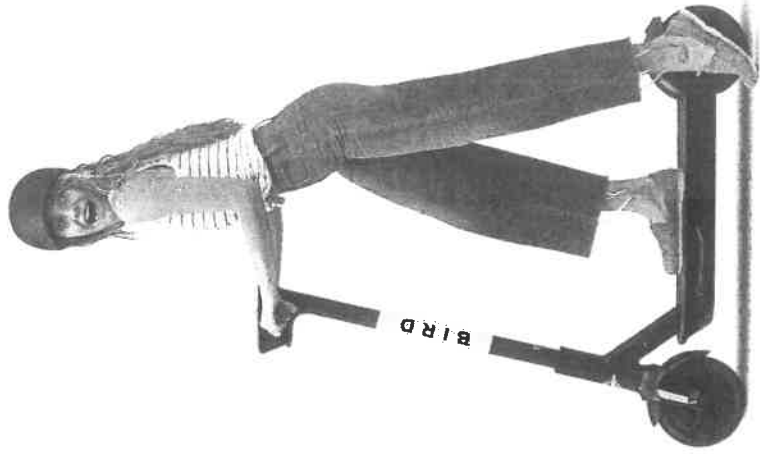
Proposal

- ✓ **No Investment Required**
- ✓ **Dedicated Account Manager**
- ✓ **Data Dashboard provided**
- ✓ **# of Vehicles: 75** (means ⅓ of fleet on street during peak ridership, others charging at FM location)
- ✓ **Specific operation zone**
- ✓ **Revenue Sharing - \$.20/ride**
- ✓ **Launch Date: May'22**
- ✓ **Approval Documentation: MOU/OA**



Let's Ride

Jeremy Lynch
Sr Account Executive
jlynch@Bird.co



PILOT OPERATING AGREEMENT

This Pilot Operating Agreement (the “Agreement”) is entered into by and between Bird Rides, Inc., located at 406 Broadway #369 Santa Monica, CA 90401 (“Company”), and City of North Tonawanda located at 216 Payne Avenue, North Tonawanda NY 14120 (the “City”) as of [] __, 2022.

1. Statement and Purpose

The purpose of this Agreement is to establish interim rules and regulations governing the pilot operation of a Stand-up Electric Scooter sharing system within the City while this Agreement is in effect (the “Pilot”), and to ensure that the Pilot is consistent with the safety and well-being of bicyclists, pedestrians, and other users of the public rights-of-way.

2. Scope

This Agreement and its terms apply to any proposed deployment of Stand-up Electric Scooter sharing systems within City’s jurisdictional boundaries. No person shall deploy a Stand-up Electric Scooter sharing system in the City in violation of this Agreement. This Agreement and the Pilot shall remain in effect for a period of twelve months and shall automatically renew for a successive twelve month period unless either party provides written notice to the other of its intention not to renew at least ninety (90) days prior to the end of the then-current term.

3. Procedures

While this Agreement is in effect, Company shall be the sole provider of Stand-up Electric Scooter sharing systems within City’s jurisdictional boundaries for the Pilot, contingent upon compliance with the terms of this Agreement. Upon effectiveness of this Agreement, Company shall provide an affidavit of compliance with the terms of this Agreement and provide appropriate indemnification.

4. Operating Regulations

- a. Company, and/or its service providers, agents or assigns, shall be responsible for operating a Stand-up Electric Scooter program in the City with the below requirements.
- b. “Stand-up Electric Scooter” shall mean a device weighing less than 150 pounds, that (i) has handlebars and an electric motor, (ii) is solely powered by the electric motor and/or human power, and (iii) has a maximum speed of no more than 20 mph on a paved level surface when powered solely by the electric motor.
- c. While this Agreement and Pilot are in effect, Company shall pay the City a revenue-share of \$0.20 per ride to help fund protected bike lanes within the pilot areas. Company shall pay the revenue-share to the City on a quarterly basis, in arrears within 30 days from the end of the preceding month.

- d. Except as otherwise provided herein, City shall regulate the operation of Stand-up Electric Scooters in a manner no more restrictive than City's regulation of bicycles.
- e. Stand-up Electric Scooters are to be ridden on streets, and where available, in bike lanes and bike paths. Stand-up Electric Scooters are to stay to the right of street lanes and to offer the right of way to bicycles in bike lanes and on bike paths. Users of Stand-up Electric Scooters shall be 18 or older. Users of Stand-up Electric Scooters who violate these provisions may be fined by City consistent with fines for cyclists.
- f. Company shall provide easily visible contact information, including toll-free phone number and/or e-mail address on each Stand-up Electric Scooter for members of the public to make relocation requests or to report other issues with devices.
- g. Hours of operation when Company's Stand-up Electric Scooters will be made available to rent in C are 4 a.m. to midnight (local time).

5. Parking

- a. Users of Stand-up Electric Scooters shall park devices upright in the furniture zone of the sidewalk, beside a bicycle rack or in another area specifically designated for bicycle parking, or on the street next to an unmarked curb.
- b. Users shall not park Stand-up Electric Scooters in such a manner as to block the pedestrian clear zone area of the sidewalk; any fire hydrant, call box, or other emergency facility; bus bench; or utility pole or box.
- c. Users shall not park Stand-up Electric Scooters in such a manner as to impede or interfere with the reasonable use of any commercial window display or access to or from any building.
- d. Users shall not park Stand-up Electric Scooters in such a manner as to impede or interfere with the reasonable use of any bicycle rack or news rack.
- e. Users may park Stand-up Electric Scooters on blocks without sidewalks only if the travel lane(s) and 6-foot pedestrian clear zone are not impeded.
- f. Users shall not park Stand-up Electric Scooters in the landscape/furniture zone directly adjacent to or within the following areas, such that access is impeded:
 - i. Transit zones, including bus stops, shelters, passenger waiting areas and bus layover and staging zones, except at existing bicycle racks;
 - ii. Loading zones;
 - iii. Disabled parking zone;
 - iv. Street furniture that requires pedestrian access (e.g., benches, parking pay stations, bus shelters, transit information signs, etc.);
 - v. Curb ramps;
 - vi. Entryways; and
 - vii. Driveways.
- g. Users of Stand-up Electric Scooters who violate these provisions may be fined by City consistent with fines for cyclists.
- h. Company may stage its Stand-up Electric Scooters in permitted parking areas as described in this section. To the extent Company desires to stage Stand-up Electric Scooters in areas other than

the public right-of-way, Company must first obtain the right to do so from the appropriate City department, property owner, or public agency.

6. Operations

- a. Company shall maintain 24-hour customer service for customers to report safety concerns, complaints, or to ask questions. Company shall maintain a multilingual website, call center, and/or mobile app customer interface that is available twenty-four hours a day, seven days a week. The aforementioned shall be compliant with the Americans with Disabilities Act.
- b. In the event a safety or maintenance issue is reported for a specific device, that Stand-up Electric Scooter shall be made unavailable to users and shall be removed within the timeframes provided herein. Any inoperable or unsafe device shall be repaired before it is put back into service.
- c. Company shall respond to reports of incorrectly parked Stand-up Electric Scooters, Stand-up Electric Scooters continuously parked in one location for more than 72 hours, or unsafe/inoperable Stand-up Electric Scooters, by relocating, re-parking, or removing the Stand-up Electric Scooters, as appropriate, within 24 hours of receiving notice that must include the location of the Stand-up Electric Scooter.
- d. Company shall provide notice to all users that:
 - i. Stand-up Electric Scooters are to be ridden on streets, and where available, in bike lanes and bike paths;
 - ii. Stand-up Electric Scooters are to stay to the right of street lanes and to offer the right of way to bicycles on bike lanes and bike paths;
 - iii. Helmets are encouraged for all users;
 - iv. Parking must be done in the designated areas; and
 - v. Riding responsibly is encouraged.
- e. Stand-up Electric Scooter riders are required to take a photo whenever they park their scooter at the end of a ride.
- f. Company shall provide education to Stand-up Electric Scooter riders on the City's existing rules and regulations, safe and courteous riding, and proper parking.

7. Data Sharing

City may require Company to provide anonymized fleet and ride activity data for all trips starting or ending within the jurisdiction of City on any vehicle of Company or of any person or company controlled by, controlling, or under common control with Company, provided that, to ensure individual privacy:

- a. such data is provided via an application programming interface, subject to Company's license agreement for such interface, in compliance with a national data format specification such as the Mobility Data Specification;

- b. any such data provided shall be treated as trade secret and proprietary business information, shall not be shared to third parties without Company's consent, and shall not be treated as owned by the local authority; and
- c. such data shall be considered personally identifiable information, and shall under no circumstances be disclosed pursuant to public records requests received by the local authority without prior aggregation or obfuscation to protect individual privacy.

8. Indemnification

Company agrees to indemnify, defend and hold harmless City (and City's employees, agents and affiliates) from and against all actions, damages or claims brought against City arising out of Company's negligence or willful misconduct, except that Company's indemnification obligation shall not extend to claims of City's (or City's employees', agents' or affiliates') negligence or willful misconduct. City expressly acknowledges that in no event shall Company be liable for any special, indirect, consequential or punitive damages. Company's indemnification obligations shall survive for a period of one (1) year after expiration of this Agreement. Company shall be released from its indemnification obligations under this section if the loss or damage was caused by the City's negligent construction or maintenance of public infrastructure. City's right to indemnification shall be contingent on City notifying Company promptly following receipt or notice of any claim; Company shall have sole control of any defense; City shall not consent to the entry of a judgment or enter into any settlement without the prior written consent of Company.

9. Insurance

Company shall provide City with proof of insurance coverage exclusively for the operation of Stand-up Electric Scooters including: (a) Commercial General Liability insurance coverage with a limit of no less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate; (b) Automobile Insurance coverage with a limit of no less than \$1,000,000.00 each occurrence and \$1,000,000.00 aggregate; (c) Umbrella or Excess Liability coverage with a limit of no less than \$5,000,000.00 each occurrence/aggregate; and (d) where Company employs persons within the City, Workers' Compensation coverage of no less than the statutory requirement.

10. Miscellaneous

- a. All notices and communications to the City from Company shall be made in writing (includes electronic communications) and sent to the address below.
- b. In carrying out their responsibilities, the parties shall remain independent contractors, and nothing herein shall be interpreted or intended to create a partnership, joint venture, employment, agency, franchise or other form of agreement or relationship.
- c. This agreement shall be governed by and construed in accordance with the laws of the State of [].

City of North Tonawanda, NY

Bird Rides, Inc.

Signed By: Austin J. Tylec

Signature: _____

Print Name: _____

Title: _____

Signature: _____

Print Name: _____

Title: _____

Address:

City Hall

216 Payne Avenue

North Tonawanda, NY 14120