TOWN OF ARLINGTON

Rules and Orders for the Licensing and Operation of Bicycle Share Programs

Effective as of April __, 2018

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OFFICE OF THE BOARD OF SELECTMEN

Bike Share Service Operator License

A. License Requirements

The Board of Selectmen exercises regulatory control over public ways in the Town of Arlington. In this capacity, any private bike share service enterprise utilizing portions of the public way, including Arlington sections of the Minuteman Bikeway, and/or Town or Arlington Public School property for the purposes of installing bike share docks, parking free-standing bike share inventory, or otherwise operating a bike share service must be licensed by the Town of Arlington.

Each license shall be valid for one year from the date of issue in the interests of allowing operation of an emerging business model, while also allowing the Town to study the impact on bike sharing on traffic, transportation, safety, economic development, and other factors before determining the long-term value and appropriateness of bike share services in Arlington. Bike Share Operator licenses shall not be transferred without the consent of the Licensing Board.

1. Definitions

a. The **Licensing Board** is the Board of Selectmen.

b. A **bike share service** is any for profit or non-profit enterprise which provides unsupervised bicycle rentals to individual consumers for short-term uses, including commuting, tourism, recreation, and other point-to-point travel, utilizing membership programs, mobile device applications, or unstaffed rental equipment including docking stations.

c. A **bike share operator's permit**, as used in these Rules and Orders, is authorization to operate a business providing bike share rentals within the Town of Arlington.

d. A **dock-based bike share** is any bike share service which operates by providing access to inventory at fixed dock locations where shared bicycles (and only the operator's shared bicycles) are secured, and may be accessed and returned by users through appurtenant unstaffed pay stations or mobile devices.

e. A **free-standing bike share** is any bike share service which operates by providing access to inventory at any permitted, or otherwise allowed public or private property location within the Town of Arlington independent of a dedicated dock station, including public and private bicycle racks.

f. The **public way**, is for the purposes outlined herein, any public street, sidewalk, or path owned, controlled, or operated by the Town of Arlington.

2. License Eligibility -- Competitive Procurement

As a novel commercial enterprise utilizing the public way and likely public areas for storage/access to its inventory, applicants shall only be considered for a license following a competitive procurement process consistent with the requirements of M.G.L. c. 30B.

3. Specific Operator Requirements

A. Safety

1. All bike share bicycles available for use in the Town of Arlington shall meet the consumer product safety standards set forth in United States Code of Federal Regulations (CFR) under Title 16, Chapter II, Subchapter C, Part 1512.

2. All bike share bicycles available for use shall also be equipped to meet safety requirements set forth in M.G.L. c. 85 §11B, including, but not limited to §§11B(7) – (10).

3. All Bike share Operators shall also ensure compliance with all relevant requirements of the Town of Arlington Bylaws Title III, Article 1: Public Ways, and Article 2: Fire Lanes.

4. All operators shall provide proof of a mechanism or other satisfactory means for customers to notify the company that there is a safety or maintenance issue with a bike share bicycle.

5. All operators shall provide proof via an mobile device application, visible notice on each available bicycle, or other satisfactory means that each consumer is notified that:

    a. Helmets should be worn at all times;
    b. Bicyclists must obey state and local traffic laws; and
    c. Bicyclists must yield to pedestrians on sidewalks.

6. Free-standing bike share operators must also provide proof provide proof via an mobile device application, visible notice on each available bicycle, or other satisfactory means that each consumer is notified that:

a. Bicycles must stored or parked at authorized locations at the end of a term of use;
b. Bicycles must not be stored or parked at the end of use in a manner that obstructs the public way or in any way inhibits access to public spaces.

B. Insurance and Indemnification

1. All permitted operators shall provide proof of and maintain insurance in the following categories in the following amounts:

a. Worker's Compensation

Insurance as required per M.G.L. c. 149, s. 34 and M.G.L. c. 152, as amended.

b. Commercial General Liability

i. Personal Injury
$1,000,000 each occurrence
$2,000,000 aggregate

ii. Property Damage
$1,000,000 each occurrence
$2,000,000 aggregate

c. Vehicle Liability

i. Personal Injury
$500,000 each person
$1,000,000 aggregate

ii. Property Damage
$300,000

2. Town of Arlington shall be listed as "additional insured," covering each bicycle available for use, parked, or left standing or unattended on any public way under the jurisdiction of the Town of Arlington AND each user using the bicycle during the period of use.

3. Prior to Issuance of a Permit, all bike operators shall execute an indemnification agreement to indemnify and holding harmless the Town of Arlington from any claims and/or litigation whatsoever arising out of providing bike share bicycles for use and/or consumer use of such bicycles.

C. Storage of Bicycles/Parking

1. Dock-Based Bike Share Operator bicycles shall be stored and made available for each new, or first time use only at approved dock stations.

    a. Any dock installation on the public way or on public property, requires a separate annual permit for each location approved by the Licensing Board.

    b. The Town's Planning and Community Development Department and Town Engineering Department will consult applicants on feasible dock locations and necessary terms, limitations, and conditions relevant to each.

2. Free-standing Bike Share Operator bicycles shall be stored and made available for each new or first time use only at approved public space locations maintained by the Department of Planning and Community Development, or private property approved by the Operator.

    a. Free-standing bike shares utilizing bicycle racks shall take reasonable measures to ensure that sufficient bicycle rack room is available for non-bike share, private bicycles in all approved public locations.

    b. Free-standing bike share bicycles shall only be advertised at approved public locations or operator approved private locations, and must be parked upright.

    c. Operator shall ensure that any free-standing bicycle parked outside of an approved location is relocated to an approved location within a reasonable period of time.

D. Operational Requirements

1. Bike Share Operators shall have a 24-hour customer service phone number for customers to report safety concerns, complaints, or ask questions. 24-hour customer service shall also be available to address bicycle re-location for violations of the rules and orders herein.

2. Bike Share Operators shall also provide a direct contact for the Department of Planning and Community Development for the purposes of facilitating re-location of bike docks or free-standing individual bikes.

3. Any inoperable bicycle, or any bicycle that is not safe to operate shall be removed from the right-of-way within 24 hours of notice by any means to the operator by any individual or entity, and shall be repaired before putting the bicycle into revenue service.

4. All Bike Share Operators shall have a minimum of bicycle fleet of _____, and a maximum bicycle fleet of _____. Operators shall notify the Licensing Board at least two-weeks in advance of any change to fleet size for any reason other than maintenance and repair.

5. The Board of Selectmen reserves the exclusive right to terminate this license at any time and require that the entire fleet of bicycles be removed from Town of Arlington public ways and spaces within thirty (30) days written notice.

E. Data Sharing

1. All Bike Share Operators shall provide the Town of Arlington access to their bicycle location and trip routing application programming interface (API).

2. Bike Share Operators shall take measures necessary to ensure that API does not personally identify users in any way.

3. The Town of Arlington is permitted to publicly use each permitted operator's API and display real-time data for the purposes of identifying available bicycles.

4. The Town of Arlington is permitted to make each Operator's API open and available for use by the public.

5. The Town of Arlington is also entitled to annual summary data to allow the Town to study the impact on bike sharing on traffic, transportation, safety, tourism, and economic development.

F. Fees

Applicants shall pay an annual $_____ for a License for Bike Share Operation.[1]

B. License Renewal, Suspension, or Revocation

1. **Immediate Suspension.** Where necessary to ensure public safety, the Licensing Board or the Arlington Police Department under the authority of the Licensing Board may immediately suspend the license of any Bike Share Operator. Following suspension, the Licensing Board will promptly hold a hearing where it will determine the length of the suspension, or lift the suspension, or revoke the Operator's right to provide a Bike Share Service in Arlington.

2. **Suspension or Revocation After Notice and Hearing.** After notice to any licensed Bike Share Operator, the Licensing Board or the Arlington Police Department under the authority of the Licensing Board may hold a hearing to determine whether the licensee or permit-holder is or has been in violation of any these Rules and Orders or any provision of Town Bylaws or state or federal law. If, after such hearing, the Licensing Board finds that violations have occurred, the Licensing Board may issue a decision suspending the license or permit, imposing additional conditions on the license or permit, or revoking the license or permit.

3. **Cessation of Operation.** When a licensee or permit-holder ceases employment or operation under these Rules and Orders, the licensee or permit-holder must surrender his or her license to the Licensing Board.

4. **License Renewals.** All Bike Share Operator licenses expire within one year of issuance and may be renewed at the discretion of the Licensing Board for a further license period not to exceed one year.

C. Miscellaneous Provisions

1. **Penalties for Violation.** In addition to other penalties recited herein, any Bike Share Operator violating any of these Rules and Orders shall forfeit and pay a fine not exceeding fifty (50) dollars for each offense payable to the Town of Arlington.

[1] This fee is subject to change and has been set at an initially low rate in recognition of the substantial costs and risks in the early implementation of a bike share enterprise in Arlington. License holders and applicants are advised to expect such fees to change in future years.

2. Severability. Each of the provisions of these Rules and Orders are severable and if any provision shall be declared to be invalid, the remaining provisions shall not be affected but shall remain in full force and effect.

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