

DOCKLESS SHARED MOBILITY

ARTICLE I. - IN GENERAL

1. *Pilot program.*

A. Term of Pilot Program. A pilot program is hereby established for the **Official** to administer a dockless shared mobility permit program for a period **ending on the day following the first anniversary of the effective date of this Chapter**. Following the expiration of the pilot period, this Chapter shall remain in effect unless terminated by the **Legislative Body**.

B. Modification or Termination of Pilot Program. **Sixty (60) days before the first anniversary of the effective date of this Chapter**, the **Official** shall report to the **Legislative Body** on the effectiveness of the shared mobility permit pilot program.

2. Definitions.

As used in this Chapter, the following words and terms shall have the meanings ascribed to them in this section, unless the context of their usage clearly indicates another meaning:

Customer - a person who rents and uses a bicycle, electric bicycle and/or electric scooter from a shared mobility operator.

Dockless shared mobility operator or operator - a corporation, firm, joint venture, limited liability company, partnership, person, or other organized entity that operates a dockless shared mobility system, whether for profit or not-for-profit.

Dockless shared mobility system - a system which provides bicycles, electric bicycles or electric scooters for short-term rentals for point-to-point trips, which devices may be locked and unlocked without the requirement of a rack or other docking station to be installed within the city.

Dockless shared mobility device – a traditional bicycle, electric/pedal-assist bicycle or electric scooter that is part of a dockless shared mobility system.

Official – Authority, Official or Commission; an existing body with responsibility for regulating the right-of-way.

Geofence - a virtual perimeter or geographic boundary, defined by global positioning system (GPS) or radio frequency identification (RFID) technology, that enables software to trigger a response when a mobile device enters or leaves a particular area.

Rebalance - the collection and delivery by a shared mobility operator of a shared mobility device(s) from one location to another location within the operator's service area for the purpose of restoring the availability of the shared mobility system to a desired service level.

3. Operations.

Each shared mobility operator shall:

(A) Maintain a staffed operations center **within the Town/City limits**;

- (B) Maintain a 24-hour customer service phone number for customers to report concerns, complaints, or inquiries;
- (C) Maintain a record of all system devices, each assigned and tracked by the operator with a unique identifier, to be deployed as part of the operator's dockless shared mobility system;
- (D) Affix on each device the following items:
- (1) The contact information of the operator, including the website address;
 - (2) Contact information for operator's customer service department and a statement on how to report incorrectly parked devices, safety concerns, complaints, or questions;
 - (3) A clearly visible name, logo, trademark, or other identifying information of the operator; and
 - (4) Unique identification, consisting of numbers or letters or both.
- (E) Notify customers via a web site or mobile device application of the following information:
- (1) The items in subsection (5)(a)-(c) of this section;
 - (2) Customers are encouraged to wear helmets;
 - (3) Customers must follow **all traffic laws**;
 - (4) Customers may not ride devices on **city/town** sidewalks; and
 - (5) Customers must park the devices properly and in compliance with this Chapter and **applicable laws**.
- (F) Provide customer payment options for cash-based and electronic methods;
- (G) Be responsible for educating customers regarding the proper parking and safe use of a device and knowledge of compliance with applicable laws;
- (H) Provide the direct contact information to the **city/town** for the operator's staff responsible for relocating or rebalancing devices;
- (I) Maintain staff to relocate or rebalance devices on a daily basis, in addition to the times provided under sections 3 and 5 of this Code;
- (J) Remove from the public right-of-way each device that is inoperable, unsafe, or otherwise failing to meet the standards under section 4 of this Code, within the following times:
- (1) **Within four (4) hours of receiving notice between 6:00 a.m. to 6:00 p.m., seven days per week, except a holiday observed by the closure of City offices**; and
 - (2) **Within ten (10) hours of receiving notice during all other times**.
- (K) Remotely lock-down any device that is deemed or reported to be inoperable, unsafe, or otherwise in violation of the standards under section 4 and fix, repair, or correct the device before re-deployment back into service;

(L) Be responsible for costs of repair to public infrastructure damaged by the use of its devices, and costs incurred by the **city/town** to remove and store devices that have been improperly parked or otherwise are required to be removed from the public right-of-way in this Chapter;

(M) Any shared mobility operator with a ***fleet size of three hundred (300) or more devices*** may be directed ***to deploy ten (10) percent or more of its fleet in underserved areas*** as determined by the **Official** in consultation with the **Departments**.

(N) All shared mobility operators shall ***provide # percentage of fleet that are adaptive***.

(O) Gradually and safely disable and when stopped, remotely lock a device that enters a geofenced area, as detailed in **Appendix #**.

(P) Remove ***all or % of*** devices from ***December # through March #***.

4. - Device standards.

(A) All devices deployed by a shared mobility operator must have always-on front and back lights that are visible from a distance of at least 300 feet under normal atmospheric conditions at night. Front and rear lights must stay illuminated for at least 90 seconds after the bike has stopped. All devices shall also comply with the **requirements** (whichever are more stringent than above) in the Connecticut General Statutes Chapter 248, Section 14-288 "Lights, reflectors and brakes on bicycles. Whistle emitting devices prohibited", as may be amended.

(B) All bicycles deployed by a shared mobility operator shall meet the **standards outlined** in the following:

(1) Code of Federal Regulations, Title 16, Chapter II, Subchapter C, Part 1512 — Requirements for Bicycles, as may be amended; and

(2) International Standards Organization 43.150 — Cycles, subsection 4210, as may be amended.

(C) All e-bikes, electric-assist bikes and pedal assist bikes deployed by a shared mobility operator shall meet the **standards** outlined in CPSC Public Law 107-309 for Low Speed Electric Bicycles for maximum engine wattage, as may be amended.

(D) All e-scooters and electric-assist scooters deployed by a shared mobility operator shall meet the **standards** outlined in CPSC Public Law 107-309 for standards around for weight bearing, as may be amended.

(E) All shared mobility devices will be equipped with active global positioning system technology.

(F) ***For all electric-assist devices (e.g. e-bikes, e-scooters), the maximum motor-assist speed shall be 15mph.***

5. – Shared mobility device parking.

(A) Parking Requirements. The shared mobility operator shall ensure that all bicycles and scooters are parked in the following manner:

- (1) In an upright position on a hard surface;
- (2) To allow unimpeded pedestrian travel space on a sidewalk to a width of at least four (4) feet;
- (3) To allow unimpeded access to entrances to public or private property;
- (4) To allow unimpeded access to all accessibility ramps.
- (5) To allow unimpeded access to all bicycle and scooter parking areas, including any stationary fixture designed for the secure attachment of bicycles and scooters or any painted area designated for bicycle and scooter parking;
- (6) To allow adequate area for unimpeded vehicular travel on any all public streets; and
- (7) In an area or location which the **Official** may specify.

(B) Relocation or Removal of Illegally Parked Shared Mobility Devices. The operator shall re-park or remove any bicycle or scooter that is parked in violation of this Chapter within the following times:

- (1) Within four (4) hours of receiving notice between 6:00 a.m. to 6:00 p.m., seven (7) days per week, except a holiday observed by the closure of City offices; and
- (2) Within ten (10) hours of receiving notice during all other times.

(C) Relocation by City. The **Official** may require any bicycle or scooter that is parked in the public right of way in violation of section (a) above, or is parked in one location for more than three consecutive days, be removed and taken to a city facility for storage at the expense of the operator.

(D) **Relocation Fee.** If City employees or contractors remove or relocate a bicycle or scooter from a public right-of-way where a bicycle is prohibited, the **Official** may assess a relocation fee, the amount of which shall be stated in the fee schedule in § 9, against the dockless shared mobility operator.

(E) Geofenced Parking. The **Official** may create geofenced areas where bicycles and scooters must be parked.

(F) Removal during Events. Within **ten (10) hours** request of the **Official**, remove all devices during **extreme weather, emergencies, special events or for maintenance activities.**

6. – Records, data sharing and privacy.

(A) Records. The operator shall maintain records of its fleet and each unique identifier associated with each bicycle or scooter, locations, parking, customer membership, trip information regarding time and distance, and complaints received and time of response or if no

response was made by the operator. On a regular basis to be determined by the **Official** or within 2 business days of the **Official's** request, the shared mobility operator shall deliver the records to the **Official** in a format to be determined by the **Official**.

(B) Data Sharing. The shared mobility operator shall provide to the **Official** real-time anonymized data on trips and other information regarding its shared mobility system to be determined by the **Official**. The operator's user agreement with each customer shall clearly indicate this data will be collected and shared by the operator with the **city/town**.

(C) Data Quality and Accuracy. The operator will collect data from devices in use by pinging the device at a minimum of every 90 seconds. To ensure that device locations are known even when it is not in use, all data shall be collected by GPS equipment that is affixed to the device (e.g. not customer phones). Data collection shall not utilize phone-based location services used by customers to locate their device or track their own personal route.

(D) Data Privacy. The operator's customer data privacy policies shall be in accordance with the data privacy policies of the State of Connecticut and the **city/town**. The operator shall ensure the following:

- (1) Customers shall not be required to share personal data with 3rd parties (e.g. advertisers, investors, etc.) in order to use the shared mobility system.
- (2) Customers shall not be required to provide access to their contacts, camera, photos, files and other private data to use the shared mobility system. Location services may be required to use the system for the purpose of locating nearby vehicles, but not for providing trip-level data.
- (3) The operator must provide customers with clear, prominent notification about what data will be accessed (e.g. location services, camera, contacts, photos etc.) and explain how and why data will be used. Notification must be active (e.g. affirmative confirmation-required to continue) and should not be buried in larger terms-of-service notifications.
- (4) The operator may allow customers to opt-in (not opt-out) for access to their contacts, camera, photos, files, other private data and 3rd party data sharing.

ARTICLE II. - PERMIT

7. - Permit.

(A) Permit Required. It shall be unlawful to operate a dockless shared mobility system within the **city/town** unless the operator possesses a valid permit for the dockless shared mobility system.

(B) Permit Validity. A permit is valid only for operations of a dockless shared mobility system within the public right-of-way.

- (1) The public right-of-way refers to sidewalks, roads and other pathways controlled and maintained, and in some instances owned, by the **city/town**.

(2) A permit does not authorize any use of the public right-of-way for any other purposes than of maintaining and operating a dockless shared mobility system.

(3) A permit is not a lease or an easement and is not intended and shall not be construed to transfer any real property interest in **city/town** property.

(4) The **city/town** makes no representations or warranties concerning the condition of the right-of-way or its suitability for a dockless shared mobility system, and assumes no duty to warn either the shared mobility operator or its customers concerning conditions that exist now or may arise in the future.

(5) The **city/town** assumes no liability for loss or damage to any of the shared mobility operator's devices or other property. The operator agrees that the **city/town** is not responsible for providing security at any location where the operator's devices are located, and the operator waives any claim against the **city/town** in the event that the operator's devices are lost, stolen or damaged.

(C) Maximum Number of Permits. The **Official** may issue up **##** shared mobility operator permits. **## permits shall be issued to operators that propose to deploy bicycles and ## permits shall be issued to operators that propose to electric scooters.**

8. - Permit.

A shared mobility operator may submit an application for a new permit, or an application for a renewal, on a form prescribed by the **Official**, which contains the following information:

(A) The name, ownership of, and form of business of the operator, including:

(1) The name and business address of any parent or subsidiary of the operator; and

(2) The name and business address of each person or entity that has more than a ten percent equity, participation or revenue interest in the operator; or is a trustee, director, partner or officer of that entity or of another entity that owns or controls the operator.

(B) The name, phone number, and street address (and mailing address if different) of the operator's agent for service of legal process;

(C) Proof that the Operator is currently operating in ten (10) markets in the United States with deployment of fifty (50) or more bicycles in each market for a period of sixty (60) days or more;

(D) The total fleet size the operator intends to deploy during the first 30-day period of the permit term, starting on the date of the permit application approval. For a new permit, the total **fleet size shall not be more than one hundred fifty (150) bicycles or scooters** during the first 30-day period. Following the first 30-day period of a new or renewal permit term, operator may deploy additional bicycles or scooters, and increase the size of its fleet, by complying with the requirements in section 10(B) of this Chapter, provided that any deployment of additional bicycles or scooters, and increase to the size of operator's fleet, shall be according to the limitations to be determined by the **Official** based on the following criteria:

- (1) The total fleet size, service area, and maintenance plan of the operator;
 - (2) Whether operator has the ability to meet increased demand for timely rebalance and relocation of the proposed additional shared mobility devices to its fleet;
 - (3) Whether the deployment of additional bicycles or scooters in the *city/town* poses a risk to traffic or pedestrian safety concerns; and
 - (4) The potential risk to *city/town* property posed by the deployment of additional bicycles or scooters in the *city/town*.
- (E) A photographic image or visual representation of each type of device to be deployed as part of the operator's shared mobility system;
- (F) A description of an internet-enabled mobile device application to be used by customers to register membership to use, pay for, lock, and unlock each device;
- (G) The service area at launch, including any area in which operator plans to expand its shared mobility system during the permit period;
- (H) A maintenance plan which details operator's ability to maintain each device in a safe and operable condition, including the operator's ability to recover and repair devices discovered or reported to be unsafe or inoperable before redeployment;
- (I) A plan for operator to rebalance and relocate devices;
- (J) A plan for educating customers on proper device parking;
- (K) A plan for educating customers on the safe use of the system's shared mobility devices and knowledge of compliance with all applicable laws;
- (L) A commitment and a plan for operator, ***to deploy and maintain the availability of at least ten (10) percent of its fleet in locations*** which the ***Official*** in consultation with the ***Department and/or Legislative Body*** determines to be underserved areas, and as detailed in ***Appendix #, as amended***;
- (M) A document executed by the operator to certify that the operator's equipment complies with the requirements under section 4 of this Chapter;
- (N) Proof of current coverage of insurance as required by section 11 of this Chapter.
- (O) A bond as required by section 12 of this Chapter;***
- (P) Information sufficient to show that the operator is financially, technically and legally qualified to operate and maintain a shared mobility system;
- (Q) The operator's history, intent and ability to comply with state and local laws, including any determinations by the North American Bikeshare Association to suspend, expel or fine the operator;
- (R) A description of data collected from the customer (via the device, the mobile application and any other means) and why the operator is collecting the data; and

(S) Any additional information as requested by the **Official** for the administration of this article.

9. - Permit fees.

Each permit application shall include the payment of the following fees:

Initial permit application	\$250.00
Permit issuance	\$10.00 per bike
Bicycle relocation	\$50.00 per bike
Annual renewal fee	\$100.00 plus \$10.00 per bike

10. - Permit issuance; denial; right to revoke.

(A) Issuance. The **Official** shall issue a new, amended or renewal permit upon review and approval within thirty (30) days of an operator's submission of an application that fully complies with this article.

(B) Amendment. A shared mobility operator may make request to amend the permit to increase to the size of its dockless fleet by providing the following items to the **Official**:

- (1) Written notification of the fleet size increase;
- (2) The unique identifier for each additional device to be added to operator's fleet; and
- (3) **The fee for each additional device, if such fee has not been paid by the operator.**

(C) For all permits and amendments, the **Official** will take into consideration market needs, the number of devices deployed, device utilization and any other criteria set forth in the regulations.

(D) Denial. The application shall be denied and no permit or permit amendment shall be issued if the **Official** finds that:

- (1) Any statement made in the application is incomplete, misleading, or false;
- (2) The operator, its partners, officers, owners, and other principals have not paid to the **city/town** all fees due under this Chapter; or
- (3) The operator has otherwise not complied with this Chapter.
- (4) After consultation with the **Legislative Body**, the **Official** finds that the criteria in §10.C does not support a permit or permit amendment.

(E) Term. The **Official** shall issue permits for **a term of one year, starting from the date of approval. The initial application may be renewed annually.**

(F) Revocation. A permit issued hereunder may be revoked after a hearing, with at **least five (5) days notice** to the permit holder, held by the **Official**, whereby it is determined that the system was operating in a manner that endangered public healthy or safety, there was a

violation of this Chapter, or any applicable federal, state, or local law or regulation. In addition to revoking the permit, the **Official** may require an operator to remove, at the operator's cost, the operator's entire fleet of devices from the public right of way within ten (10) days of the date of written notice to the operator.

11. - Insurance and indemnification.

(A) Insurance. A shared mobility operator must maintain insurance in the form of commercial general liability, including contractual liability, bodily injury and property damage, personal and advertising injury, and products and completed operations coverage naming the **city/town** as an additional insured in an amount and upon such terms and conditions as required by the **Official** as outlined in the bike share rules and regulations established pursuant to § 13.

(B) Indemnification. To the fullest extent permitted by Connecticut State law, the operator shall indemnify, defend and hold harmless the **city/town**, its officials, officers, employees, agents and volunteers from and against any claims, damages, losses and expenses, including, but not limited to, reasonable attorney's fees, arising out of or resulting from: (1) any use or performance under the permit; (2) the activities and/or operations of the operator and their employees, subcontractors, agents or assigns; (3) any condition of property used in the operation of the bike share system; or (4) any acts, errors or omissions including without limitation, professional negligence of the operator or their employees, subcontractors, agents or assigns in connection with the bike share system. This indemnity includes but is not limited to, personal injury, including death, and property or other damage sustained by any person or persons. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist to a party or person described in this paragraph.

12. - Bond

Each operator shall furnish, along with the permit application, for the **Official's** review and approval, a bond in an amount determined by the **Official** to be adequate to cover the cost of removal of devices from the public right of way upon the revocation of a permit or the abandonment by operator of such devices. The form of the bond shall be approved by the **Legislative Body**.

13. - Rules and regulations.

The **Official** shall promulgate rules and regulations to implement this Chapter, which rules and regulations shall be filed with the City Clerk.

14. - Penalties.

Any person violating any of the provisions of this Chapter or regulations hereunder or the terms and conditions of any permit issued hereunder **shall be punishable by a fine of not more than \$2,500 for each offense, by imprisonment for a period not exceeding fifteen (15) days, or by both such fine and imprisonment**. Each day such violation exists and each instance of a violation shall constitute a separate offense.