

Selectmen's Committee on Bicycle Sharing



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Executive Summary

The Selectmen's Committee on Bicycle Sharing was established at the Annual Brookline Town Meeting in May 2010 to explore issues related to Brookline joining the regional bicycle sharing system. The Committee has met several times since the beginning of 2011 to discuss the system and the plusses and minuses of joining the system known as Hubway. At this point, the Committee recommends that the Selectmen support joining Hubway and instruct Town staff to begin entering into negotiations with Alta to develop a contract for a two-station launch of Hubway in Brookline.

Hubway will launch this summer, for now with locations only in the City of Boston. The Metropolitan Area Planning Council (MAPC), the MBTA, and MassDOT have all been partners in planning this system, and the Town's Department of Planning & Community Development serves on a Hubway Advisory Committee with other municipalities.

Given the potential of the system to provide a clean transportation option, and availability of grants to fund the program at minimal fiscal exposure to the Town, the Bicycle Sharing Committee sees many advantages to joining in 2012. Joining the system next year would allow Brookline to be part of the second wave of participants, along with Somerville and Cambridge, and maximize the chances of the program to succeed on a regional basis.

I. What is Bike Sharing?

The concept of bicycle sharing has gained ground in the transportation planning world as a way of getting people out of their cars and providing connectivity within urban areas. By facilitating increased bicycle trips, bike sharing reduces private automobile use, enhances individual mobility and increases urban connectivity.

The basic idea of bike sharing is similar to a car sharing organization, but with the key difference that you do not have to return your bike to the same place you picked it up. A bike sharing system has "stations" of 10 to 20 bike docks attached to a computer that manages check-in and check-out of bikes. Each station generally starts out about half-filled with bikes and allows members to check bikes out at a convenient station, bike to their destination, and then return the bike at a station near their end point. A management company makes sure the bikes are in good repair and "calibrates" the stations by moving bikes from popular destinations back to popular origins.

Bike sharing membership is available on a daily, weekly, or annual basis. Members are provided with resources such as discounted helmets at local stores. A system specific website and mobile phone application provide members with up-to-the-minute information on bicycle availability and empty docking space status for each station.

Currently, there are bike sharing systems in Washington, DC; London, UK; Melbourne, Australia; Denver, CO; Minneapolis, MN; and many additional cities. Many of the initial kinks in bike sharing systems, such as issues with bicycle vandalism and theft, seem to have been worked

out through system design that strongly discourages such activities and includes major penalties. See the Appendix for more detailed materials on bike sharing and the Boston region's bike sharing plan.

II. What are the Benefits?

Bike sharing has a number of benefits to towns like Brookline. It can provide access to services, social activities and transit for people who might otherwise drive or not be able to make these trips. A bike share system also has a positive effect on public health by encouraging exercise, reducing our carbon footprint, and improving air quality. In addition, by reducing demand for parking and roads, bike sharing can actually benefit those who drive as well as those who participate in the network.

Improved Accessibility and Mobility

According to the U.S. Census numbers, bicycling is increasing in Brookline as a mode of transportation, almost doubling from 2000 to 2010. Bike sharing has the potential to benefit Brookline in a number of ways. Brookline's development pattern (especially in the northern portion) is fairly compact. Many of our major institutional and commercial destinations are located within easy bicycling distance (1 – 4 miles). Bicycling can be a useful mode of transport between these activity nodes. For certain individuals and trips, biking will be an attractive alternative to walking, driving (which involves greater expense, congestion and parking concerns), or taking public transit with its fixed routes and time schedules. By providing this extremely flexible and inexpensive transportation option, bike sharing will increase both personal mobility and urban accessibility. Additionally, transit riders will benefit from easy access to the bike share system as a means to complete an initial or final leg of travel to their destination, if not the whole trip.

Increased Economic Activity

By expanding the number of transportation options available to Brookline's citizens, employees and visitors, bike sharing has the potential to reduce automobile trips and to increase accessibility to services, commercial establishments, recreation, social activities and transit generally. It is anticipated that bike sharing will be particularly attractive to visitors and tourists, many of whom arrive without a car and would enjoy the flexibility made possible by travel on a bike. Increased accessibility to Brookline's area businesses, etc. will contribute to greater economic activity. Reduced congestion and parking demand could lessen stress for Brookline shoppers, thus aiding our local business areas in yet another way.

Fewer Automobile Trips

Bike sharing, if successful, will generally increase the number of bicyclists on Brookline streets and heighten public awareness of bicycling as a healthy, accessible form of transportation. As has been documented in other communities, this is likely to increase the number of bicyclists. The perception of bicycling safety increases as the number of cyclists on the road increases,

thereby encouraging new riders to take to the street. A greater number of individuals choosing to bike for certain trips will contribute to fewer automobile trips. In addition, by reducing demand for parking and roads, it can actually benefit those who drive to those locations as well as those who use the bike sharing system.

Improved Public Health

Bicycling is a healthy form of exercise, safe for a broad range of ages and individuals. Therefore, the system should have positive public health benefits generally and is clearly consistent with the Department of Public Health *Brookline Moves* initiative. Pollution from automobile emissions is a serious health concern, contributing to increased asthma and other lung disease rates. Through a reduction in automobile use, bike sharing can contribute to improved air quality, a reduction in green house gas emissions related to climate change, and carbon footprint benefits for the Town.

III. Selectmen's Committee on Bicycle Sharing

Town Meeting voted almost unanimously on Article 16, a resolution to support the creation of a Selectmen's Committee on Bicycle Sharing at the May 2010 Annual Town Meeting. Specifically, the Town Meeting resolution was as follows:

"NOW, THEREFORE BE IT RESOLVED that the Town Meeting urges that the Selectmen:

A. establish a committee tasked to examine the suitability of a bicycle sharing program for Brookline and determine the mechanism by which Brookline could join in the regional bicycle sharing program; and

B. prepare for review by Town Meeting a report with recommendations on the desirability of establishing a program and possible legislation as may be necessary to participate in the regional bicycle sharing program.

In response to this resolution, the Board of Selectmen created the Selectmen's Committee on Bicycle Sharing at its meeting on September 21, 2010, with the following charge:

1. to examine the suitability of a bicycle sharing program for Brookline
2. to determine the mechanism by which Brookline could join in the regional bicycle sharing program; and
3. to prepare for review by Town Meeting a report with recommendations on the desirability of establishing a program and possible legislation as may be necessary to participate in the regional bicycle sharing program;
4. to set a goal of completing this work by the Spring of 2011.

The Committee did not meet for a while because the original contract MAPC and Boston had developed with Alta was rebid. When the rebid was complete, a team led by Alta was selected for the contract with a slightly different financing structure. Once it became clear that the

regional bike sharing system was again under active consideration, the Selectmen moved to formally appoint members and the committee began meeting in early 2011.

The Committee had an initial organizational meeting and then met with Jeff Levine, Director of Planning & Community Development for the Town, to get up to speed on the system. Next, the Committee met with Nicole Freedman, Director of Bicycle Programs at the Boston Redevelopment Authority, and David Loutzenheiser, Transportation Planner at MAPC. Aside from station location and sponsorship topics, the committee discussed need, demand, and safety.

IV. Bike Sharing Program Background and Operations

On April 21, 2011, Mayor Menino signed Boston's \$6 million contract with Alta Bicycle Share Inc. in a public launch ceremony (attached). At the launch ceremony, David Watson, MassBike Executive Director, remarked that "the bicycle is a tool for change – for better health, for a cleaner environment, for more livable communities, and for economic and educational opportunity." According to the *Boston Globe*, "local officials and planners believe Hubway will generate 100,000 trips in its first year, filling gaps not served by the MBTA and attracting casual bicyclists who until now have avoided biking in the city because of the cost and other challenges associated with owning, storing, and maintaining a bike in Boston." The procurement for Alta was done by MAPC on a regional basis, and Brookline has the option of entering into a separate contract with Alta if it is interested in joining the regional bicycle sharing system.

Registration

A person can sign up for bike share by visiting a station. The wireless terminal features prompts directing a person through the subscription process. Subscribers are given a RFID embedded customer key which allows registered users to bypass the terminal and go directly to a docking point (where the bikes are locked when not in use) to take out a bike. Subscribers simply insert the customer key, and upon account validation, are then free to take out a bike.

Stations

A docking station is comprised of a Terminal, Docking Point, and Technical Platform. The equipment is wireless and uses solar power and wireless communications, eliminating dependence on telecom cabling and electrical grid connectivity.

The docking stations may be relocated and resized once the host community determines patterns of uses. They also may revise the station configuration to fit into the surrounding context. From the Boston contract: "Alta will review potential Rental Site locations developed by the City and use this information as part of its demand analysis and Rental Site location analysis. Alta will use best efforts to provide Rental Sites at as many sites requested by the City as possible, while also trying to maximize revenue/usage."

The terminal may also be set up to provide a wide range of additional services such as selling special event tickets, coupons, public transportation passes, or other information useful to residents and visitors.

The system has the capability of providing some real-time usage data. This data can help inform station placement and future improvements to the system, as well as evaluate performance and benefits.

Fee Structure

Based on the contract for Boston, when installed, Hubway memberships would cost \$85 per year, while day passes would cost \$5. Trips under 30 minutes would be included in the cost of membership or passes. Subscribers will receive a \$5 discount per subscription fee for watching the safety video.

Academic year subscriptions that exclude the months of June, July, and August are \$65. A weekly subscription fee is \$15. Tourists who don't have a membership can purchase one-day passes for \$5.

There would be an additional fee for trips exceeding 30 minutes. From the contract: "Payment of each subscription fee entitles the subscriber to unlimited non-contiguous 30 minute rentals of bikes during the term of their subscription. A usage fee of \$2.00 for use by subscribers per additional 31-60 minutes, \$4.00 per 61-90 additional minutes, and \$6.00 per additional 30 minutes above 90 minutes will be charged to the subscriber for any rental exceeding 30 minutes. A usage fee will be charged to credit accounts at the time any rental exceeding 30 minutes is determined. The loss fee (when a bike is missing for over 24 hours) is \$1,000. Subscriber related fees and a list of "service penalties" are attached to this report.

V. Brookline Station Locations

The Committee recommends Brookline Village and Coolidge Corner as potential locations for stations, given their concentration of potential users and connectivity to the participating communities. These stations offer the highest number of likely trip destinations and are easily integrated into the Boston system. The Committee would seek input and approval with Town Boards as the process continues.

In making this selection, the committee consulted a map created by the Planning & Community Development Department for this purpose. The map highlighted T stops, bus routes, bike trails, bike lanes, parking lots, and open space, as well as comprehensive bike accommodations information provided by MAPC.

The committee discussed other potential locations:

- St. Mary's
- Washington Square

- Cleveland Circle
- JFK Crossing
- Audubon Circle (in Brookline)
- Longwood (in Brookline)
- Pleasant St. triangle
- Brookline High School
- 10 Brookline Place
- Town Hall
- Center St. parking lot
- Soule and Harvard intersection

Since the two stations in Brookline are part of a larger overall system, the Committee made its site recommendations based on Boston’s proposed station locations. The Committee feels that the Town’s goal would be to introduce more than one station, but current grant funding and donations support just two stations at program outset. The Committee believes that having two stations, along with a robust set of stations in Boston just beyond the Town’s boundaries, will be adequate to gauge the success of the system. Town staff has notified the City of Boston that, if Brookline is to join the system, Boston station locations in Cleveland Circle, St. Mary’s, Boston University and the Longwood Medical Area could work in concert with Brookline’s potential station locations. The Committee will seek input from and the approval of necessary Boards and Committees as the siting process continues.

Given that the Town has funding for two potential stations the Committee feels that the stations should be located in the Town’s two largest commercial hubs: Coolidge Corner and Brookline Village. The Committee recommends that the Brookline Village station be located at the MBTA station, most likely on the new platform created behind 10 Brookline Place on the south side. The Committee further recommends that the Town explore locations in Coolidge Corner. Town staff has met with Alta and discussed a few different sites in Coolidge Corner, with the most likely sites being immediately behind the outbound platform at the T station; a small triangle of land at Pleasant Street and Beacon Street; and a small rectangular parcel of land on Harvard Street across the street from Sewall Avenue.

VI. Financing

The overall cost of joining Hubway with two stations, including three years of contracted system management, is as follows:

Station and Bikes (capital purchase)	\$43,650
Launch fee	\$14,869
Operations cost (3 years)	\$38,517
TOTAL PER STATION COST (3 YEARS)	\$97,036
TWO STATIONS	\$194,072
Federal Transit Administration grant	(\$59,076)
CLAMP grant	(\$96,308)
Donations	(\$38,688)
NET COST TO TOWN	\$0

The Town would be able to purchase two stations and bikes for these stations using Federal Transit funds, the CLAMP grant, and a small private match. An Alta estimate based on predicted ridership projects that the stations could produce revenue of \$5,000 to \$7,500 to the Town as part of the revenue sharing arrangement negotiated by MAPC and the City of Boston with the vendor.

Additional equipment and stations can be rented at a range of price points. There are various station sizes available from XS (6 bikes, 11 docking points) to XL (15 bikes, 27 docking points), ranging from \$33,000 to \$63,000, before factoring in grant money. Basic maintenance is included in the contract. After three years, Brookline would own the equipment. The system has potential to generate revenue for the Town of Brookline.

At present, the Town is not in a position to put general funds into the system. The Committee recommends Town staff explore various ways of capturing this revenue to allow it to be put back into the system in future years, including the designation of a fiscal agent or the creation of a revolving fund.

Grant Funding

Hubway in Boston is completely funded by grants totaling \$4.5 million, including \$3 million from the Federal Transit Administration (FTA) that will provide support for the capital and operating needs of the system for three years; \$450,000 from the Boston Public Health Commission (BPHC); and \$250,000 from the Metropolitan Planning Organization's Congestion Mitigation and Air Quality (CMAQ) grant program. As a result of these two grant opportunities, if Brookline chooses to enter the Hubway system, it will be able to launch two stations for three years at a total local cost of about \$38,000.

New Balance contributed \$600,000 of the \$1.5 million remainder to sponsor the Boston system (Boston's stations and bikes will be emblazoned with this brand name). No Boston tax dollars are being used to establish the bike rental system. Cambridge is slated to launch 14 stations, underwritten by Harvard and MIT, and Somerville will launch 6 stations, with funds from Federal Realty Investment Trust.

Town staff has been exploring donation opportunities from local businesses and non-profit institutions and believes that it can gain firm commitments for this \$38,000 (note that Brookline is not yet secure in obtaining these donations) but Brookline would then be able to launch and operate two stations as part of the regional bike sharing system at no cost to the Town, other than the limited Town costs of some staff time to oversee the contractor. These costs include all operations and maintenance of the system, including moving the stations off site in the winter months to expedite plowing and to protect them over the winter.

Potential College Sponsorship

Major universities in the region, including Harvard and Tufts, have expressed their interest in sponsoring stations on their campuses, and Brookline is currently evaluating the interest of its local campuses. As part of an overall outreach effort, the Planning & Community Development Department is exploring the possibility of hosting additional, smaller stations with local college. In addition to the large stations Boston and Brookline would host, Alta also offers smaller scale stations that dock 6 or 9 bikes, which are less expensive and make entry into the system more feasible for individual institutions. While Town staff has contacted local colleges to gauge interests, the committee believes it is more likely to get donations toward station sponsorship than for a college to buy a station.

After conversations with college staff, letters and information about Hubway and station sponsorship in Brookline were sent to local colleges (see Appendix). Interest has been shown by the following institutions:

- Pine Manor College
 - Jennifer Reed, Director of Community and Residential Life
 - Dana Smith, Director of Campus Safety
- Newbury College
 - Paul Martin, Vice President of Student Affairs
- Art Institute of New England
 - Dr. David Warren, President

The Committee also plans to engage local businesses in station sponsorship and explore public-private partnerships. Since Brookline will not list sponsors on the bikes themselves, the Committee will devise a donor acknowledgment strategy that could involve listing sponsor names on station signs, for example.

Advertising

The Town's Planning & Community Development Department has been successful in grant-writing to a level where no other source of revenue will be needed, at least for the first three years of operations. While some communities plan to sell advertising on their bicycle stations or bicycles, Brookline will not need to do so. The plan is for tasteful stations that are contextual while making potential users aware of the option, primarily by placement in locations that are visible from transit. Similarly, the bicycles initially procured for Brookline will not need to have advertising. However, it is important to know, that, much like taxis, these bicycles will travel from site to site and will not return to their home communities. As a result, bicycles located in docks in Brookline may have advertisements on them. The Town's Planning & Community Development Director has been working with the other communities to minimize the visibility of such ads, such as by placing them on the chainguard rather than the frame of the bicycle. At this point, it appears that the advertising on the Boston-based bicycles will be on the chainguard, with the exception of one small New Balance logo that will be located next to the "Hubway" logo on the frame.

The Hubway web site will include some sponsorship information, but it will be limited to the sections of the web page associated with the municipality receiving the sponsorship. Since Boston is the only community launching this summer, the web site will initially include prominent information from Boston sponsors that will be demoted to a lower position in the web page once other communities join the system.

VII. Safety

Safety is a major concern for the bicyclist, but the Committee notes that the Town's liability is limited. Brookline residents are responsible for their own safety and abiding by local laws and regulations concerning biking in residential neighborhoods, commercial districts, sidewalks etc. The DPW – Transportation Division provides staff support to the members of the Brookline Bicycle Advisory Committee which was created by the Transportation Board to advise the Board on issues related to bicycling in Brookline. Members are appointed by the Board to serve three-year terms.

In order to improve bike safety and promote greater bike use, the Brookline Bicycle Advisory Committee developed a master plan for a network of safe bike routes. This plan should be implemented in conjunction with other Town efforts to improve conditions for motor vehicles and cycling, including provisions for bike parking, safety education, and ensuring that every street project undertaken by the Department of Public Works includes reasonable accommodation of bikes and pedestrians.

MassBike and other advocacy organizations publish bicycling safety measures on the web, and these groups could be engaged to provide information to Hubway subscribers based in Brookline. The Committee recommends that the police make additional efforts to enforce laws governing bicycle use in Brookline, not just to Hubway riders but to all bicyclists and motorists.

Helmets

Alta will provide information on the Hubway website and in the subscription agreement about the importance of wearing helmets for safety reasons. From the Boston contract: "Alta will make best efforts to identify bike shops and other locations where subscribers may receive a discount on a helmet purchase and shall display on the System website where discounts are available and discount amounts. Alta shall be responsible for compliance with all applicable laws concerning bicyclist safety, including, without limitation, M.G.L. c. 85, § 11D concerning helmets."

VIII. Recommendation

The Committee reviewed the benefits and costs of joining the bike sharing system and recommends that Brookline join the Hubway network. In general, the risks seem minimal and the benefits potentially great. Even if the system is not successful in three years and ends up closing, the Town will not have lost any of its own funds and will only be out the staff time that had been spent negotiating and managing the contract. Sites for the stations will have to be

located and, if on public property, some cost may be associated with preparing these sites to house the bike sharing stations. However, these costs are expected to be minimal, as we currently expect one of the stations to be on private land and the other to be on a space that would need only minor modification.

On the other hand, the potential benefits are significant. Town staff has estimated, and the Boston Region Metropolitan Planning Organization has agreed, that the system would eliminate 2,489 vehicle trips per year, or about 5,000 vehicle miles travelled per year. These reduced trips would reduce congestion in Brookline, with commensurate air quality benefits. The system would increase connectivity between Brookline and the region and solidify our role as a responsible regional partner in transportation. The reduced vehicle trips will allow those who do drive to more easily reach their destinations and find parking when they arrive. Estimated revenue over three years could approach \$30,000, which constitute funds that could either be placed in a revolving fund to help pay for future operations, or be used to pay general Town expenses. The Committee recommends that a revolving fund model be used in order to ensure that the system, if successful, can continue beyond year three.

For these reasons, the Committee has voted as follows:

“That the Town of Brookline take actions necessary to negotiate an appropriate contract with Alta Bicycle Share, Inc. in order to allow the Hubway system to launch in Brookline in 2012 with two initial station locations, one in Brookline Village and one in Coolidge Corner. This vote is taken with the condition that appropriate locations will be found and approved by the necessary bodies, and that the fiscal plan requires little or no financial commitment on the part of the Town.”

We thank Town Meeting and the Board of Selectmen for asking us to explore this exciting opportunity and stand willing to answer any additional questions that may arise.

Appendix

Alta contract

- Schedule A: Statement of Work with equipment and program descriptions
- Schedule B: with equipment, launch fees
- Schedule 1.3: with penalties

Additional

- MAPC
 - Bike share overview
 - Sponsorship information
- Brookline
 - Selectmen's Committee on a Regional Bicycle Sharing Program: Draft Work Program
 - CLAMP Grant:
 - Memorandum
 - Application
 - College outreach letter from Jeff Levine
 - "Hub Set to Launch Bike Share Program", *Boston Globe*, 4/23/11
 - "Harvard Backs Bike Share Program", *Harvard Gazette*, 4/21/11
 - "Bike Sharing Gets Tufts Students Around, Off Campus", CBS Boston.com, 4/10/11
 - Brookline map, with MAPC GIS information

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SCHEDULE A

Statement of Work

Alta shall operate an efficient and dependable customer-service oriented bike-sharing service with well-trained, supervised, managed, and motivated professional operations and maintenance staff. The Work shall result in a public transportation system which maximizes use of Bicycles as an efficient and reliable mode of transportation, is at least partially self-sustaining financially, and maximizes subscriber satisfaction. The bike-sharing service is intended to enhance the public use, the public enjoyment, the public safety, and public convenience of the users of the service and the public at large within the areas where the service is provided.

Alta's responsibilities include, without limitation (as more fully set forth in the Alta Proposal):

A. Equipment Purchase/Installation and Launch:

- (1) Facilitate all initial and ongoing relations with PBSC and Equipment purchase and set-up including, without limitation, Initial Equipment and spare parts purchasing, software licensing, Equipment and software upgrades, warranty repairs and replacement purchases; and
- (2) Install Equipment.

B. System Development

- (1) Create website
- (2) Identify and set up local warehouse and office space;
- (3) Hire local employees and contractors;
- (4) Ongoing technical improvements; and
- (5) Oversee all branding, marketing and public relations.

C. Design/Permitting

- (1) Siting locations, permitting, etc.
- (2) Provide site analysis and secure permitting for Rental Site locations;

D. Operations

- (1) Ongoing Equipment maintenance and rebalancing;
- (2) Sponsor fulfillment (i.e., placement of logos, etc. in appropriate places);
- (3) Manage IP issues;
- (4) Work with the City to fulfill all obligations of all grants, sponsorships, advertisers and/or donors supplying funds to finance the System;
- (5) Manage all ongoing reporting, accounting, and legal issues associated with the System (unless otherwise instructed); and
- (6) Develop system to encourage and distribute free or subsidized helmets.

SCHEDULE B

Fees and Payment

INITIAL EQUIPMENT FEE:

With the Notice to Proceed, the City shall issue a Purchase Order to Alta for the “**Initial Equipment**”, which includes the following Equipment:

- 61 Terminals and related cables
- 1068 Docking Points and related cables
- 282 Technical Platforms
- 61 Map Frames
- 12,200 Customer Keys
- 6 Toolkits
- 610 Bicycles

Price for Initial Equipment, including all related fees and expenses, such as, shipping and customs: \$2,655,427

LAUNCH FEE:

Fee for System to be Fully Operational: \$ 907,259.00

The fee will be paid in monthly payments with net 30 day terms over five (5) months, as follows:

- Month 1 (40%): \$362,903.60
- Month 2 (15%): \$136,088.85
- Month 3 (15%): \$136,088.85
- Month 4 (15%): \$136,088.85
- Month 5 (15%): \$136,088.85

Note: Additional permitting/site design costs may be invoiced, as set forth in Exhibit A.

OPERATIONS FEE:

Following the Operational Date, the City will pay the Operations Fee of:

Year 1 Annual Operations Fee – For the first twelve (12) months following the Operational Date: \$752,000.00 in equal monthly installments equal to one twelfth (1/12) of \$752,000.00 (which includes \$718,000 for operations, and \$44,000 Bike Replacement Fee).

Year 2 Annual Operations Fee – For the period of the thirteenth (13th) month through the twenty fourth (24th) month following the Operational Date: \$792,000.00 in equal monthly installments equal to one twelfth (1/12) of \$792,000.00 (which includes \$746,000 for operations, and \$46,000 Bike Replacement Fee).

Year 3 Annual Operations Fee – For the period of the twenty-fifth (25th) month through the thirty sixth (36th) month following the Operational Date: \$823,000.00 in equal monthly installments equal to one twelfth (1/12) of \$823,000.00 (which includes \$775,000 for operations, and \$48,000 Bike Replacement Fee); provided, however, this annual amount shall be paid on a monthly pro rata basis only through the end of the Initial Term.

The applicable Operation Fee shall be reduced by the value of Corporate Memberships originated by the City, as more fully set forth in Section 6 of Schedule A.

REVENUE DISTRIBUTION:

Alta may use System Operating Revenue to pay operating costs over the course of an operating year not otherwise covered by the City’s payment of the Operations Fee. The amount of System Operating Revenues that Alta may use for these operating costs shall not exceed the Annual Cost Cap minus the relevant Annual Operations Fee. With regard to each new Additional Rental Site, as set forth below, the Annual Cost Cap will be increased by \$24,000 per new Rental Site and each of the Annual Operations Fee and the System Revenue For Operating Costs will be increased by \$12,000 per Rental Site.

Years 1, 2, and 3 Annual Cost Caps minus Annual Operations Fees are, as follows:

	Annual Cost Cap	(Annual Operations Fee)	System Revenue For Operating Costs
Year 1:	\$1,461,000	(\$752,000)	\$709,000
Year 2:	\$1,519,000	(\$782,000)	\$737,000
Year 3:	\$1,580,000	(\$813,000)	\$767,000

Subject to all terms and conditions set forth in the Contract Documents and the City’s prior written approval, Alta reserves the right to operate the System as efficiently as possible so that operating costs do not exceed the Annual Cost Cap. This may include moving under-performing rental sites (under 2 departures/bicycle/day on average over a 1-month period), and adjusting service levels during November and March and Rental Site(s) with less than 15 docks, while maintaining a high quality system; provided, however, in no event shall Alta adjust any service levels for any Rental Site(s) more than one decimal point five (1.5) times the maintenance time periods set forth in Schedule A. Alta may request the use of revenues beyond this amount by mutual agreement with the City related to maintaining Rental Site locations and service levels, expanding service, etc.

ADDITIONAL RENTAL SITE:

Costs of additional Equipment - Station(s) plus the below stated number of 3-speed Bicycles (Each station includes one (1) Terminal and related cables, the below stated number of Docking Points and related cables, sufficient Technical Platforms to support the Terminal and Docking Points, one (1) Map Frame, two hundred (200) Customer Keys, and additional Toolkit(s) as may be needed.):

Extra Small Station - including six (6) Bicycles and eleven (11) Docking Points: \$33,377

Small Station - including nine (9) Bicycles and fifteen (15) Docking Points: \$41,715

Medium Station - including eleven (11) Bicycles and nineteen (19) Docking Points:
\$48,824

Large Station – including thirteen (13) Bicycles and twenty-three (23) Docking Points:
\$55,932

Extra Large Station - including fifteen (15) Bicycles and twenty-seven (27) Docking Points: \$63,041

Additional Launch Fee for an additional Rental Site to be made operational after the Fully Operational Date (includes Site Plan design, permit/use acquisition, installation, and tax) (i.e. for expansion of the System): \$4,500

Additional Operations Fee for additional Rental Site: \$24,000 per year per additional Rental Site.

RENTAL SITE RELOCATION:

Fee for moving a Rental Site requested by the City: \$2,000 / Rental Site.

1. IMPLEMENTATION

1.1 Purchase and Inspection of Equipment. The City shall issue a Purchase Order to Alta for the purchase of the Initial Equipment, and/or any additional Equipment, at prices shown in Schedule B. Upon receipt of all Equipment, Alta shall perform detailed visual inspections to ensure that the Equipment purchased is free of any observable defects. To the extent practicable, Alta shall assemble and test Equipment prior to acceptance. Alta shall initially prepare and at all times maintain a detailed inspection report for all Equipment. A copy of the initial inspection report shall accompany Alta's invoice to the City.

1.2 Receiving and Assembly of Equipment. Alta shall be responsible for receiving and assembling all of the Equipment. All Equipment shall be consistent with, at a minimum, the applicable Technical Specifications set forth below.

Technical Specifications for PBSC Equipment:

Bicycles:

- An aluminum frame – light, strong, durable.
- A one-piece handlebar that covers and protects all components.
- Cables and derailleur covered for better protection.
- A chain protector integrated into the bicycle structure and designed to:
 - protect the chain.
 - prevent riders from fouling their clothes.
 - protect riders against dirt, grease and debris.
 - increase the structural integrity of entire frame.
- Active lighting – front and back, powered by a Shimano Nexus hub dynamo (10,000-hour lifespan).
- Front and rear internal brakes for greater safety.
- A sleek luggage carrier.
- An adjustable seat that cannot be removed, standardized through the entire bicycle fleet. The seat post is marked with a numbered scale to help users remember their optimum setting.
- An RFID tag, which also works as an anti-theft mechanism and uniquely identifies each bicycle for easier maintenance.
- 3 speed internal gearing (7 speed optional).
- Suitable for a wide range of riders.
- Low center of gravity for greater stability.
- Rims – heavy duty, double-wall, anti snake-bite design (to avoid pinch flat), 36 spokes.
- Tires that are made for rugged urban bicycling: heavy duty puncture-proof casing, security reflector band on each side.

Docking Stations:

A “**Docking Station**” is comprised of a Terminal, Docking Point, and Technical Platform on which Docking Points and a Terminal are mounted. Because of the modularity of the System, each Docking Station can easily be expanded to meet demand at any moment, but preparatory analyses carried out jointly by the City and the Alta will typically dictate optimal Docking Station configuration. Because the size and geometry of a Docking Station are expected to vary considerably from one location to another, or even from one time to another, the PBSC equipment is designed to allow maximum flexibility with minimal disruption to its urban surroundings.

The Docking Station includes:

- A wireless Terminal where users, subscribers and occasional riders may carry out a wide range of transactions.
- A variable number of Docking Points where Bicycles are secured when not in use.

All components are seamlessly integrated into the Technical Platform and easily interconnected (“Plug and Play”) without the need for costly excavation or preparatory work.

The PBSC equipment is highly resilient due to its independence from external power sources and is fully autonomous because it uses solar power and wireless communications, eliminating dependence on telecom cabling and electrical grid connectivity, thus reducing associated costs, excavation needs, as well as installation and start-up times.

Docking Station-wide electrical requirements are powered by a constant supply from two batteries. The charge from the solar panels is controlled by a proprietary internal power controller board (power hub). This ensures that power failures across the grid would in no way affect the PBSC equipment and do not compromise the continuity of operations.

As knowledge is gained regarding patterns of use, the Docking Stations may be relocated and resized to accommodate fewer or more Bicycles within specific urban areas. At the same time, in order to fit into the surrounding context, they may be reconfigured in a wide range of geometries (L-shaped, U-shaped, circular, etc.) using a variable number of Docking Points.

Terminal:

The Terminal is the Docking Station component where all communications are linked between the Bicycles, the Docking Points and the Altacall center, as set forth below. It is also the place where occasional users such as tourists are able to secure a temporary subscription for immediate use of the Bicycles.

The Terminal can be set up to provide a wide range of additional services, such as, the Terminal may be configured to dispense parking tickets for metered zones (for use as a Pay and Go or Pay and Display parking system), special event tickets, coupons, public transportation passes, and other information useful to residents and visitors.

Docking Point:

The Docking Point is the module where Bicycles are parked and locked when not in use. It is also the point where subscribers can check in and check out a Bicycle by simply inserting a Customer Key, as more fully set forth below, in the reader.

Docking Points feature all the characteristics needed to make the System adaptable to changing needs:

- Uniform “Plug and Play” modules enable an easy fit into the Technical Platform.
- Made from aluminum – resistant to corrosion.
- Easy to remove, replace, and repair.
- Virtually no downtime.
- Simple and easy-to-use interface.
- Front-end protector that also serves as an anti-theft mechanism.
- Breakdowns may be reported directly from the Bicycle Docking Point.

Technical Platform:

The Technical Platform is the physical support onto which Docking Points and Terminals are mounted. As such, it is the base and hub for all electronic communications between a Docking Point and the Terminal. Its unique modular design makes the Docking Station truly flexible:

The same base is used to mount the Terminal or Docking Point. Its “Drop and Go” design makes the Docking Station completely portable and infinitely expandable. As many as 250 Bicycles may be parked at a single Station at any given moment. This makes the PBSC equipment capable of accommodating special events, such as festivals and other events, in a matter of days.

- Uniform modules enable “Plug and Play” expansions of the System.
- No construction, excavation, or site preparation is needed; no damage is done to the area where pavements are placed. In turn, this means the Docking Stations are easy to install, maintain, relocate or even remove.

Customer Key:

The Customer Key is an RFID-embedded key. Upon registration, each subscriber is given a Customer Key which allows registered users to bypass the Terminal and go directly to a Docking Point and choose the Bicycle they want. To check a Bicycle out, Subscribers simply insert the Customer Key into a Docking Point of their choosing, and upon account validation, are then free to take out a Bicycle.

Backend Software and Computer Hardware:

The Backend Software and Computer Hardware provides on-the-ground operators and

program administrators with a complete suite of tools for real-time management of the Docking System in order to facilitate maintenance, repair, and redistribution. The System allows the aforementioned individuals to check at all times the critical conditions such as:

- The number of empty Docking Points and Bicycles available in real time at any Rental Site and at any given time.
- The functional status of any Bicycle, wherein users may notify Bicycle malfunctions upon returning a Bicycle to a Docking Station which in turn triggers a response from the call center and a real time work order to the ground maintenance crew.
- The real time status of key Docking Station components, such as the communications devices, solar panels and electronics.
- Traffic and usage patterns of Docking Stations and Bicycles.
- The real time priority redeployment needs of Docking Points and Bicycles at any Docking Station.
- Real-time locating of any Bicycle at any Docking Station in the System.

Other useful usage data that the Backend Software and Computer Hardware generates includes:

- Vehicle miles travelled
- Number of trips and their duration
- Number of subscribers with each type of subscription
- Number of rentals
- Number of rentals per subscriber per day, week or month
- Average number of miles biked per subscriber
- Percentage of additional time granted when all Docking Points at a Docking Station are full
- Number of Bicycles in service per day, month
- Average repair time for Bicycles needing repair
- Percentage up time
- Time to respond to requests for Docking Stations
- Number of Docking Points used per day
- Number of repeated calls to report problems on the most needed spare parts

1.3 Rental Site Location, Permitting, and Installation.

Alta is not responsible for any permit fees under this Section 1.3. The City shall be responsible for permit fees.

(1) Rental Site Location

The Parties, working in good faith, shall determine the location for each Rental Site. Alta will review potential Rental Site locations developed by the City and use this information as part of its demand analysis and Rental Site location analysis. Alta will use best efforts to provide Rental Sites at as many sites requested by the City as possible, while also trying to maximizing revenue/usage. With regard to Rental Site locations proposed for placement along snow emergency roads, as such roads are identified by the City, Alta

shall use best efforts locate such Rental Sites off the road. Alta will give the City an opportunity to review and comment upon each proposed location within the draft list of desired Rental Site locations (“**Proposed Initial System Locations**”) within thirty (30) days of the Effective Date of this Agreement and within sixty (60) days after the issuance of all City Purchase Orders for expansion of additional Rental Sites.

With regard to each Proposed Initial System Location, it shall be the responsibility of Alta to: (a) determine the ownership of or title to the underlying real estate; (b) verify whether the placement and use of a Rental Site are permissible under zoning and other applicable ordinances and regulations; and (c) obtain all permits and permissions necessary to place a Rental Site at such location.

The City may provide to Alta written suggestions of an alternative or more desirable location(s) within fifteen (15) days after the City’s receipt of the Proposed Initial System Location. Based on projected revenue and/or feasibility constraints, Alta will either approve or disapprove of City’s suggestions and provide the City with the Final List of Desired Rental Site Locations (“**Final List of Desired Rental Site Locations**”) within fifteen (15) days after Alta’s receipt of the City’s suggestions. Notwithstanding anything to the contrary contained herein, subject to permitting: (i) Alta shall locate Rental Sites as may be restricted or required by sponsors or other funding sources; and (ii) with regard to all Rental Sites not located pursuant to clause (i) of this sentence, Alta shall retain final determination of a minimum of ninety percent (90%) of the remaining Rental Site locations and the City shall retain final determination of up to ten percent (10%) of the remaining Rental Site locations. All future Rental Site location siting will follow this process with the City providing Alta with a list of desired Rental Site locations.

(2) Alta’s Obligation to Obtain Rental Sites; Permitting

Prior to performing Work on any site of any proposed Rental Site, Alta, at its sole cost and expense, shall obtain from the property owner(s) of public and private property, and from all applicable government entities, all rights and permissions to install, maintain, repair, replace, remove, and use all Rental Sites and Equipment, and provide services. Such rights and permissions further shall provide access by the public at large to the Rental Site(s) and Equipment located thereon.

Within ten (10) business days after Alta provides the City with the Final List of Desired Rental Site Locations, the City Project Officer will provide to Alta a scalable base map showing above ground features and utilities for each desired Rental Site location. If the base map is not available for any particular proposed Rental Site location, then the City will notify Alta of this fact, and Alta shall either: (i) create a base map of the desired Rental Site location in question under a revised budget; or (ii) select another site, as set forth in Section 1.3(1) of this Schedule A above, that has an available base map. If Alta seeks to create a base map, Alta shall submit a proposed Contract Addendum to the City Project Officer with costs for base map creation. Alta will only proceed with such work with written approval from the City Project Officer. If the City Project Officer does not give such approval, Alta shall select another site.

Alta shall perform the following:

(a) For each final Rental Site location on public property, or on private property pursuant to an easement (which permissible uses include that of a Rental Site), Alta shall apply for and obtain the necessary permit(s), permissions and authorizations. Alta shall deliver to the City Project Officer a copy of all Public Right-of-Way and Transportation Right-of-Way permits, permissions, and authorizations of any nature immediately upon receiving the same.

The City agrees to support and facilitate, to the extent possible, Alta through the permit process.

The City has committed to the use of up to 300 on-street parking spaces to be allocated for the System at no cost to Alta and will support Alta's site plans calling for their use where no alternative nearby Rental Site location is available.

(b) For each final Rental Site location proposed to be placed on private property, for which no easement authorizing the use of the property for a Rental Site exists, Alta shall obtain, in Alta's name or in the City's name, as the City shall determine, from the private property owner(s), in writing and in recordable form, all necessary documents granting all rights to install, maintain, repair, replace, remove, and use all Rental Sites and Equipment on such private property and to provide service thereon. Such rights further shall provide access by the public at large to the Rental Site and Equipment. Such documents and underlying rights not in the City's name shall be assignable by Alta to the City or its designee at no cost. Before executing each document granting such rights, Alta shall deliver to the City Project Officer a copy of the proposed document for approval by the appropriate City staff. Such document shall not contain any provisions which, if applicable to the City or its designee as an assignee, are legally impermissible or unacceptable to the City or its designee.

Thereafter, Alta shall deliver to the City Project Officer a Site Plan with the Rental Site footprint within thirty (30) days after Alta's receipt of a Site Plan without the Rental Site footprint, from the City, for the respective Rental Site location. If the private property owner refuses to give permission (at an acceptable lease rate or for free) for the desired Rental Site location on their property, which grants the public at large access of the Rental Site location, then the City Project Officer will select a different desired Rental Site location, acceptable to the City.

The City and Alta understand that certain approvals will be necessary for all deeds, easements, licenses, and other agreements, if any, between the City and others for ownership or use of private property (including any assignment of such) for Rental Sites.

At the expiration or earlier termination of this Agreement, Alta immediately shall execute all documents, acceptable to the City, necessary to assign to the City or its designee all right, title, interest, and/or permissions obtained by Alta to place Rental Sites on private property.

With regard to the Initial Equipment, Alta's costs for Site Plan design and all permit acquisitions (except permit fees) are included in Schedule B, designated as "Launch Fee". Alta shall charge the City on a time and materials basis for effort requiring more than the total allocation for this task, which is One Hundred Thirty Thousand (\$130,000) dollars (\$2,000 per Rental Site location). Alta shall notify the City Project Officer, in writing, immediately upon reaching seventy five percent (75%) of its Rental Site design and permitting budget if Alta believes that additional funding may be needed to complete this task. Costs and fees associated with additional Equipment and Rental Sites are separately set forth in Schedule B.

(3) Installation

Alta shall install all Rental Site components. Alta shall acquire all necessary permits to perform the Work including, without limitation, the construction and installation of all Rental Site components.

(a) After the right or permission to use public or private property for installation of a Rental Site(s) has been obtained by Alta from the public or private property owner and after receipt from the City of approval for the installation of a Rental Site, Alta shall install the Rental Site components, required by the City. The City may require Alta to remove or relocate a Rental Site in accordance with Schedule B. Alta may not remove or relocate a Rental Site without the City's prior written approval, which shall not be unreasonably withheld, conditioned or delayed, except as identified in Section 3.15.

(b) Alta shall design, develop, print and install, at its sole cost and expense, one side of the Information Panel with a system map showing all Rental Sites and helmet vendors, instructions for users of the System, including: using the bike-sharing service, payment information, reporting a complaint, and an accurate summary of safety information, helmet fitting information, and the rules of the road for cyclists, and such other information as may be required by the Contract Documents. Within sixty (60) days after the issuance of the Notice to Proceed, Alta shall deliver to the City Project Officer, for approval, a draft specimen copy of the Informational Panel. During such sixty (60) day period Alta shall provide the City Project Officer draft electronic versions of the Information Panel for review and comment as it is being developed. Within thirty (30) days after receipt of the draft, the City Project Officer will either approve in writing or not approve (and provide one round of written comments thereto) the draft and notify Alta. During such thirty (30) day period the City may provide Alta draft electronic comments regarding the Information Panel for review and response. Alta shall install the Informational Panel in the Map Frame before the Operational Date.

(c) At each Rental Site, Alta periodically (and in any event when so instructed by the City Project Officer but not to exceed twice per calendar year) shall install, maintain in readable form and in good condition, remove, and replace information and

materials described in subsection 1.3(3)(b) in this Schedule A, above, and any other materials required by the City Project Officer.

(d) Each Rental Site shall be solar-powered and shall provide, at all times, continuous and sufficient electricity to operate the Rental Site without significant interruption, failure, or delay. Alta shall ensure that, at all times, all Rental Site components, are in good, properly maintained, operating condition so that bike-sharing service is available to the subscribers without significant failure, interruption, or delay.

1.4 Operations Planning. Alta shall set up a framework for operations, including, without limitation, hiring and training of local operations manager, bike mechanic(s) and station technician(s), obtain necessary space, vehicles and equipment for the System administration, maintenance and operations, and creation of a website, as more fully set forth in Section 3.9 of this Schedule A, below.

1.5 Program Name, Logo, and Marketing (Branding). Within three (3) business days of providing the Notice to Proceed, the City shall provide Alta with all System-wide conditions related to the service name, logo, color scheme, and any other branding information required by the City, including, without limitation, all such requirements set forth in the Sponsorship Agreements and/or the Grant Agreements as of that date. Within thirty (30) days of receiving such conditions Alta shall provide, incorporating any City requirements, up to three (3) draft concepts a service name, logo, color scheme, and any other branding information to the City, with a maximum of two (2) revisions/modifications. During such thirty (30) day period Alta shall provide the City Project Officer draft electronic versions of the concept information for review and comment as it is being developed. The City shall approve, in writing, the chosen name, logo, color scheme, and branding. All branding information shall be the property of the City.

Alta, at its sole cost and expense, will develop a marketing strategy that can be accomplished within the allocated budget, to be reviewed and approved by the City. Alta, at its sole cost and expense and within the allocated budget, will implement the City approved marketing strategy after approval. Alta shall not produce any marketing materials concerning the System without the prior written approval of the City Project Officer. The Marketing strategy shall consist of, at a minimum, those steps set forth on page 22 and those elements set forth on pages 74 – 75 of the Alta Proposal, including, without limitation, temporary website launch within thirty (30) days of the name and logo being finalized, a website launched no less than thirty (30) days before System launch enabled to allow pre-launch subscription, and further including, a letterhead, the registration packet, website design, social marketing, event staffing, including a Launch event, free PR, system brochures, promotions, and pre-launch subscription drives. In addition to Alta's staff appearing at the "Big-Bang" launch event, at Alta's sole cost and expense, Alta shall appear at up to four (4) marketing events, as may be requested by the City, and shall appear at five (5) grassroots events annually, such as, Pan Mass Challenge and Red Sox games. Subject to the City Project Officer's written approval, additional marketing materials, such as, newspaper, radio, television or outdoor advertisements may be implemented at the discretion of Alta.

2. SUBSCRIBER INFORMATION/RELATIONS.

2.1 Subscriber and Usage Fees. The Parties shall set subscriber and usage fees, rates, and deposits and discounts (if any), in order to maximize the number of subscribers, trips, and revenues. All applicable taxes, including, without limitation sales tax, if any, shall be included in all subscriber and usage fees. The subscriber and usage fees and other subscriber related fees shall be, as set forth on Schedule A-1, attached hereto and incorporated by reference, as may be amended from time to time by mutual agreement of the Parties, in writing. Such writing may be in the form of an electronic writing, including, electronic mail.

2.2 Age Requirement for Program Subscribers. Subscriptions shall only be issued to individuals sixteen (16) years of age and older. Parental approval, in writing or electronic signature, of subscription for individuals sixteen (16) and seventeen (17) years old shall be required.

2.3 Subscriber Privacy. Alta shall, at all times, protect the privacy rights of all subscribers. Alta shall strictly comply with all applicable federal, state, and local laws, ordinances, and regulations concerning the privacy of all subscriber information obtained by Alta in the course of performing Work under this Agreement, including, without limitation, M.G.L. c. 93H and c. 93I.

2.4 Subscriber Agreement. Alta shall create and provide the program's Subscriber Agreement to the City Project Officer within ninety (90) days after issuance of the Notice to Proceed. The City will not be responsible for reviewing or approving the Subscriber Agreement; provided, however, the City reserves the right to require changes to the Subscriber Agreement as the City may, from time to time, desire. The Subscriber Agreement shall address, at a minimum, the following:

- (1) The rates, fees, and deposits (if any).
- (2) Confidentiality of personal and financial data and information.
- (3) The Bicycle must be returned by the subscriber in the same condition as it was rented.
- (4) Subscriber agrees that s/he must immediately report to police and the call center a Crash, damage, loss, and/or personal injury, theft, and vandalism.
- (5) Subscriber agrees that s/he must immediately report to the call center and to the police: a stolen or lost Bicycle and to the call center a lost or stolen Customer Key.
- (6) Subscribers responsibility and liability for any misuse, consequences, claims, demands, causes of action, losses, liabilities, damages, injuries, costs and expenses, penalties, attorneys fees, judgments, suits, or disbursements of any kind or nature whatsoever related to a stolen or lost Bicycle or Customer Key.
- (7) Prohibited uses including, without limitation, no more than one person on a Bicycle at one time.
- (8) Subscriber acknowledgement of and acceptance of responsibility and risk.
- (9) No person other than the subscriber shall operate any Bicycle rented from Alta. Customer Keys may not be transferred to anyone in any manner whatsoever.
- (10) A representation by each subscriber and other person who will operate the Bicycle that s/he is: physically able to ride a Bicycle without risk to one's health; knowledgeable

about the operation of a Bicycle, and is knowledgeable about the laws pertaining to Bicycles operated within the jurisdictions where the Bicycles are to be used.

(11) Age limits.

(12) Indemnification of the City, its elected and appointed officers, officials, employees, and agents.

(13) Subscriber agrees s/he must wear helmet.

(14) Prohibited use of Bicycle while under the influence of alcohol, drugs, any controlled substance, or any medication which would impair the Bicycle operator's ability to safely operate the Bicycle.

(15) Improper use of Bicycle basket as to type of contents, weight, or visual obstruction.

(16) Bicycles shall not be used for any illegal purpose.

2.5 Loss Fees. Alta shall deem a Bicycle as "lost or stolen" if not returned to a Rental Site with twenty four (24) hours of being signed out, and charge the subscriber whose account is associated with that sign-out the amount of the "**Loss Fee**" set forth on Schedule A-1, which covers the replacement value of the Bicycle, along with shipping fees and expenses and service charges for placing a new Bicycle into the operational Fleet. Credit accounts will be charged the Loss Fee at the time a loss is determined. Alta shall include all such circumstances in its monthly report to the City. If the affected subscriber files a police report regarding the loss of the Bicycle and submits a copy of that report to Alta or to the City, the City may opt to waive the Loss Fee in favor of a twenty (\$20) dollar service charge for processing the loss rather than the full Loss Fee. At the sole discretion of the City, Alta shall ban from access any individual deemed by the City to be an unacceptable risk of ongoing Bicycle loss by virtue of repeated losses attributable to that subscriber's account.

2.6 Helmets. Alta shall provide information on the System website and in the subscription agreement about the importance of wearing helmets for safety reasons. Alta will make best efforts to identify bike shops and other locations where subscribers may receive a discount on a helmet purchase and shall display on the System website where discounts are available and discount amounts. Alta shall be responsible for compliance with all applicable laws concerning bicyclist safety, including, without limitation, M.G.L. c. 85, § 11D concerning bicycle helmets.

2.7 Subscriber Communications. Upon request from the City, Alta will send biking related information announcement via electronic mail to all subscribers who do not "opt out" of receiving such mails.

3. OPERATIONS

3.1 Operational Date. Within one hundred eighty (180) days after issuance of the Notice to Proceed, Alta shall ensure that seventy five percent (75%) of the Rental Sites are installed and operational (the "**Operational Date**"). Alta use best efforts to install and have operational seventy five percent (75%) of the Rental Sites within one hundred forty (140) days after issuance of the Notice to Proceed.

3.2 Fully Operational Date. Within two hundred ten (210) days after issuance of the Notice to Proceed, Alta shall ensure that one hundred percent (100%) of the Rental Sites are installed

and operational (the “**Fully Operational Date**”). The System shall be Fully Operational on this date. Alta will use best efforts to install and have operational one hundred percent (100%) of the Rental Sites within one hundred eighty (180) days after issuance of the Notice to Proceed.

3.3 Continuous Operation and Management. The System shall be in operation twenty-four (24) hours per day. The System will be operated from March 1st to the last Wednesday in November. The service start date may be delayed beyond March 1 (or the nearest Monday after March 1, if March 1 occurs on a weekend) or terminated before the last Wednesday in November, based on weather conditions and 7-day forecasts. At a minimum, the System will be operated two hundred twenty (220) days per year. Alta will advise the City Project Officer of its operating plans on a weekly basis leading up to the start and termination periods. The public and subscribers will be advised of this schedule via the System website and other means, and also advised that the System start/close dates may vary year-to-year.

3.4 Inspection and Maintenance.

(1) Alta shall, at all times, follow and strictly comply with the manufacturer’s requirements, warranties, and recommendations for assembly, maintenance, storage, repair, and replacement of all Equipment.

(2) Alta shall install and maintain the Bicycles and Rental Sites. Alta shall perform, for every Bicycle placed at a Rental Site at the time service is performed, the following tasks at least (i.e. at a minimum) every two weeks for each Rental Site, unless the manufacturer’s requirements, warranties, and recommendations for assembly, maintenance, storage, repair, and replacement of all Equipment require, recommend, or call for, a greater frequency, in which case Alta shall comply with such requirement or recommendation:

- (a) ride each bicycle;
- (b) inspect drive chain for proper functioning and lubrication
- (c) inspect tires for proper inflation, defects, and wear;
- (d) ensure proper working order of brakes;
- (e) inspect saddle for proper tightness, excessive wear, and deterioration;
- (f) inspect shifters for proper functioning;
- (g) inspect lights for proper functioning;
- (h) inspect fenders and chain guard for proper functioning, defects, and wear;
- (i) ensure that the basket and bell are properly attached and functioning;
- (j) inspect advertisement to ensure proper attachment; and
- (k) clean Bicycle.

Alta shall perform, for every Bicycle placed in service in the City of Boston, Massachusetts Fleet, that the above set forth list of tasks (Section 3.4(2) (a – k)) at least (i.e. at a minimum) bi-monthly.

(3) Alta shall perform, for every Bicycle at any time placed in service in the City of Boston, Massachusetts, the following tasks at least (i.e. at a minimum) annually and on

an as-needed basis, unless the manufacturer's requirements, warranties, and recommendations for assembly, maintenance, storage, repair, and replacement of all Equipment require a greater frequency, in which case Alta shall comply with such requirement or recommendation:

- (a) remove and clean entire drive train;
- (b) inspect and adjust tension, and true wheels;
- (c) inspect tires for excessive wear, defects, and replace inner tubes; and
- (d) inspect hubs for proper functioning.

(4) Alta shall, within 24 hours upon discovery of or receipt by Alta of a report of a damaged and/or malfunctioning Bicycle proposed to be placed, or placed, in service or placed in a Dock by a subscriber or user, remove damaged and/or malfunctioning Bicycle(s) from service, not place or replace such Bicycle(s) in a Dock or, prevent a Dock from releasing such Bicycle(s) for use. In addition, the City Project Officer may require Alta to remove a Bicycle from service for any reason.

(5) Alta shall remove or cover all offensive graffiti or soiling on any Equipment no later than twenty four (24) hours after discovery thereof or receipt by Alta of a report of such graffiti or soiling. Notwithstanding the forgoing, in the event the discovery or report of offensive graffiti or soiling affects more than ten (10) Docking Stations and/or twenty (20) Bicycles, Alta shall use best efforts to remove or cover such graffiti or soiling as quickly as possible and otherwise in compliance with this Schedule A. All graffiti, ink, paint and/or other soiling on any Equipment shall be removed within forty eight (48) hours of identification or notification, except as noted below. In the event that graffiti, ink, paint and/or other soiling cannot be removed with commercially available cleaners without damaging the Equipment such graffiti, ink, paint and/or other soiling may be painted over with a color similar to the existing color of such Equipment. In all events, graffiti, ink, paint and/or other soiling on any Equipment shall be removed or repaired within seven (7) days of identification or notification. For purposes of this Section 3.4(5) of this Schedule A, graffiti, ink, paint, and/or other soiling does not include ink/paint that is non-offensive and cannot be observed by the average passing pedestrian nor does it include normal mud, dust, bird droppings, leaves, or dirt, all of which will be cleaned as part of routine cleaning of the Rental Sites, as set forth in Section 3.4(6) of this Schedule A, below.

(6) Alta shall repair all damaged and/or malfunctioning Docking Stations to make them Functioning Stations within twenty four (24) hours of discovery or receipt by Alta of a report thereof. Alta shall repair all damaged and/or malfunctioning Docking Stations or any component thereof to make them fully functioning Docking Stations within seven (7) days of discovery or receipt by Alta of a report thereof. Should any Docking Stations or any component thereof be beyond repair, because damage or defect, Alta will inform the Project Officer of such damage or defect and make all warranty and/or insurance claims, as applicable, in a timely manner and diligently pursue replacement thereof. A minimum of once every two (2) weeks Alta will clean each Rental Sites from debris, dirt, leaves, stickers, and standard ink/paint.

(7) The backend of the System (Backend Software and Computer Hardware) shall be constantly monitored to ensure proper functioning.

In any circumstances where Alta is required to perform cleaning services under this Agreement, Alta shall use the most environmentally friendly cleaning solutions and chemicals available for these purposes.

For the avoidance of doubt, all reports that Equipment is damaged, malfunctioning, and/or otherwise requires service or maintenance will include the Docking Station name(s) and/or Bicycle number(s) of the affected Equipment.

3.5 Distribution of Bicycles. Alta shall distribute Bicycles among Rental Sites and place the Bicycles in operable Docks throughout the day from 6am to 10pm during each day of operation. Such distribution shall be critically timed to increase the probability that each Rental Site, at all times, contains a sufficient number of empty Docks for Bicycles to be returned and occupied Docks containing Bicycles available for subscribers. All Bicycles placed in operational Docks shall be in acceptable operating condition. Alta shall ensure that, during any day, no Rental Site has all empty Docks or all full Docks for more than three (3) hours between the hours of 6 am and 10pm. If the average usage of a Rental Site is greater than five (5) rides per day per Bicycle or less than one decimal point five (1.5) rides per Bicycle per day during a month, this service level is not applicable for the following month. The Parties acknowledge and agree that during the first three (3) months following the Operational Date Alta will be learning the usage patterns of the System and the three (3) hours standard set forth above may be difficult to achieve therefore said three (3) hours standard shall not apply during said three (3) months period, provided, Alta shall use best efforts to achieve the three (3) hours standard.

3.6 Required Functional Levels of System. Alta shall ensure that at least ninety percent (90%) of all Docking Stations and of all Bicycles shall be Functional Stations and Functional Bicycles and placed in service. If at any time, Alta knows or expects that, for any month, the required percentages will not be met, then Alta shall immediately deliver to the City Project Officer Alta's plans to meet the required percentages of Functional Stations and Functional Bicycles.

The percentage of Functional Stations shall be calculated as follows: ((the total number of Docking Stations minus Docking Stations that are out of service due to Manufacturer's Defect, Structural Damage, Safety Concerns, and Unusual Use) divided by the total number of Docking Stations in the System) multiplied by 100, with each number being averaged over each day of service, and then averaged over each calendar month to calculate the monthly percentage in service.

The percentage of Functional Bicycles shall be calculated as follows: ((the total number of Bicycles in the Fleet minus Bicycles in the Fleet that are out of service due to Manufacturer's Defect, Unusual Use, in the shop for repair, or reported damaged and on a repair truck) divided by the total number of Bicycles in the Fleet) multiplied by 100, with each number being

averaged over each day of service, and then averaged over each calendar month to calculate the monthly percentage in service.

Alta shall advise the City when, in Alta's judgment, any Bicycle requires replacing.

3.7 Alta's Call Center. Alta shall provide to the City, all subscribers, and the public at large, a toll-free telephone number for Alta's call center. Alta will use the PBSC call center based in Montreal, Canada, and staffed by trained English-speaking representatives who are also familiar with the System and the City of Boston area environs. The call center shall be in continuous operation twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year. Telephone answering time shall not exceed thirty-five (35) seconds. The time to transfer the call to a knowledgeable customer service representative (including hold time) shall not exceed an additional thirty (30) seconds. This standard shall be met by Alta eighty percent (80%) of the time during each calendar month. Alta shall ensure that call center operators are fluent in English and Spanish for all persons who contact the call center. The operators at the call center shall be fully competent and knowledgeable to answer questions and provide information concerning, among other things, subscription process, subscription prices, billing, Crashes, comments, complaints, malfunction problems, location of Rental Sites, directions to nearest Rental Site that has Bicycles available for rental and/or available Docks for returns, directions to helmet location(s), and instructions on how to fit a helmet. The call center manager shall be knowledgeable about the City of Boston. The call center operators shall keep accurate and complete written records of each such call as hereinafter required, including the primary reason for each call.

3.8 Comments and Complaints. Alta will establish a draft of criteria and procedures for Alta involving investigating, resolving, and responding to public comments and complaints. The City may require revisions to the draft, which revisions shall be provided to Alta within thirty (30) days after receipt by the City of the draft. Thereafter, Alta shall create, and provide to the City Project Officer, the final criteria and procedures, which thereafter shall be followed by Alta.

3.9 System Website. Alta shall create and maintain a System website, subject to prior written approval by the City Project Officer. Alta shall provide a proposed website for approval by the City Project Officer within one hundred twenty (120) days after issuance of the Notice to Proceed. Any and all changes to the proposed website required by the City shall be made by or before the Fully Operational Date. The website shall address, at a minimum:

- (1) Eligibility requirements;
- (2) Subscription information and rate, schedules;
- (3) Payment information and subscription processing;
- (4) Method for subscribers to update required information;
- (5) Subscriber Agreement and acceptance of terms;
- (6) A map with the entire regional network of Rental Sites and real-time availability of Bicycles at each Rental Site, both for a standard computer screen and mobile phone;
- (7) Frequently Asked Questions;
- (8) Safety requirements and information (including notification in the event of malfunction or Crash);

- (9) Encouragement of helmet use and a helmet purchase coupon for subscribers;
- (10) Special events calendar;
- (11) Merchandise page;
- (12) News, columnists, bloggers, and on-line forums;
- (13) Permitted links to other Boston based bike programs and events; and
- (14) A safety video addressing safe use of bicycles, helmets, and rules of the road.

Alta, at all times, shall keep the website information updated, current, and accurate. The website shall be translatable into multiple languages, including, at a minimum, those languages set forth at <http://capitalbikeshare.com/home/language>.

3.10 Alta Staffing Levels. Alta, at all times, shall provide sufficient staff to efficiently and promptly perform the Work.

3.11 Personnel and Staffing Requirements. Alta shall deliver to the City Project Officer copies of all written personnel policies that, at a minimum, address employee conduct and qualifications.

3.12 Bicycle Description. At a minimum, each Bicycle shall be equipped, at all times, with the following items in good operating condition:

- (1) 3-speed internal hub,
- (2) step-thru design,
- (3) reflective sidewall tires,
- (4) front and rear lights which automatically illuminate upon Bicycle use,
- (5) chain guard and fenders,
- (6) basket and strap,
- (7) adjustable seat height with built-in theft deterrence measure in seat post,
- (8) bell,
- (9) front and rear handlebar brakes,
- (10) kickstand,
- (11) space for advertising on the back wheel and possibly the saddle.
- (12) capability of fitting into, and attaching to, the standard MBTA bike-on-bus racks.

Before Alta places a Bicycle in service, Alta shall affix to such Bicycle, at Alta's expense, materials which include the System logo, call center phone number, and helmet reminder sticker, as such information is previously approved in writing by the City Project Officer.

3.13 Spare Parts for Stations and Bicycles. Alta shall maintain and have available, at all times, a sufficient number of spare parts for the Stations and Bicycles to promptly perform all necessary repair, maintenance, and replacement work on such Equipment to meet the requirements of this Agreement.

3.14 Equipment Warranty. For all Equipment purchased, or otherwise acquired to perform the Work, Alta shall complete, submit to the seller and/or manufacturer, and retain copies of all documents required to maintain all sellers and manufacturer's warranties. Promptly upon the

discovery or receipt by Alta of a report by Alta of any seller's or manufacturer's defect in the Equipment, Alta shall submit to the appropriate persons or entities and diligently pursue a claim therefore. Alta shall retain copies of such claims and all documents related thereto.

All Equipment shall be warranted by the manufacturer for a minimum of five (5) years from the date of purchase. Alta shall promptly comply with all recalls of Equipment, whether issued by a manufacturer, government agency, or other entity.

3.15 Relocation, Resizing, and/or Reconfiguration of Rental Sites.

(1) By Alta. In the event that Alta wishes to remove, relocate, resize, and/or reconfigure any Rental Site, other than those Rental Sites whose locations are fixed pursuant to the terms of a grant or sponsorship agreement, due to under-utilization or lack of profitability, it must notify the City Project Officer in writing, providing sufficient detail and description of the proposed relocation site and reasons therefore, prior to removal. Assuming that the City Project Officer does not disapprove the request within ten (10) business days, Alta may remove, relocate, resize, and/or reconfigure the Rental Site consistent with Alta's notice of same to the City Project Officer.

(2) By the City. The City shall provide Alta with forty-eight (48) hours advance notice of any relocation or reconfiguration of Rental Sites to accommodate construction, special events, or other reasons.

3.16 Snow Removal. Alta shall timely remove snow from all Rental Sites when/if Rental Sites are operational during a snowstorm in accordance with the shorter of: (i) existing snow removal schedules of the municipality; or (ii) seventy two (72) hours from the end of the snowstorm. Alta shall, at all times, ensure that the City's Public Works Department has the most up-to-date Rental Site location map. Snow Removal is considered a maintenance obligation under this Agreement. Alta's failure to timely remove snow is governed by Section 1.3 of the Bike Share Agreement, "Failure to Address Maintenance Obligations." In the event of a snowstorm, Alta may temporarily interrupt service as set forth in Section 3.17 of this Schedule A below.

3.17 Interruption of Service.

(1) Intentional Interruption of Service. If, at any time, Alta intends, or is required, to temporarily interrupt all or a portion of the service, for any reason beyond Alta's reasonable control, including, without limitation, weather, safety, or other event or circumstance where continued service would be unsafe, unavailable, impractical, or impossible, then Alta shall contact the City Project Officer by telephone and by email at least twenty-four (24) hours before the interruption of service and specifically describe the reason, proposed duration, Alta's proposed actions to correct the cause of the interruption (if possible), minimize the interruption, and Alta's plans to resume service.

Alta promptly shall notify the subscribers of the cause and expected duration of the proposed interruption of service by posting notice on the website and via email.

(2) Unintentional Interruption of Service. If, at any time, a System malfunction or an event or circumstance occurs where continuous service would be unsafe or unavailable for reasons beyond Alta's reasonable control, and this causes or will cause a temporary interruption of service, then Alta shall immediately contact the City Project Officer by telephone and by email and specifically describe the reason, estimated duration, Alta's proposed actions to correct the cause of the interruption (if possible), minimize the interruption, and Alta's plans to resume service.

Alta promptly shall notify the subscribers of the cause and expected duration of the interruption of service by posting notice on the website and via email.

In the case of both Intentional and Unintentional Interruptions of Service, Alta shall be obligated to perform all necessary and appropriate acts to restart the service as soon as possible.

4. REPORTING

4.1 Alta's Monthly Reporting Requirements to City. Alta shall deliver a monthly report, by the 15th day of each month, to the City Project Officer with the following data in a form acceptable to, and approved by, the City Project Officer. The data shall reflect Alta's applicable Work during the immediately preceding calendar month and, year to date, for all months since the previous July 1. The reports shall be as described below:

(1) Usage Statistics:

- (a) Miles traveled (direct line from Rental Site to Rental Site), (b) Total number of trips (a "trip" is the use of a Bicycle from one Dock to another Dock or back to the initial Dock);
- (c) Average time duration per trip;
- (d) Number of existing and number of new subscriptions, by subscription type as mutually acceptable to Alta and City Project Officer;
- (e) Number of trips originating from and arriving to each Rental Site;
- (f) Total and average number of trips per hour of the day, for weekdays and weekends;
- (g) Analysis of ridership trends, operational problems; and recommendations for service improvements, as criteria therefore is mutually agreed to by Alta and the City Project Officer; and

(2) Crash Summary:

- (a) Number of Crash Reports, as hereinafter described in Section 4.2 in this Schedule A, below;
- (b) Number of each type of Crash outcome (traffic violation, property damage, personal injury, hospital visit); and
- (c) Whether a helmet was used.

(3) Financial Summary:

- (a) Revenue generated from subscriptions, by subscription type;
- (b) Revenue generated from usage fees, by subscription type; and
- (c) Revenue generated from other sources, including, without limitation, advertising and sponsorships.

(4) Comments and Complaints Summary:

- (a) Total number of calls received by Alta from subscribers, the City, or the public at large;
- (b) Statistics regarding responsiveness to calls (including time of call, time to answer, and duration of call);

(5) Rental Site and Fleet Summary:

- (a) Number of Bicycles in service each day;
- (b) Number of Bicycles inspected, by Alta, in accordance with Section 3.4 in this Schedule A, above;
- (c) Number of Bicycles repaired and average time of repair;
- (d) Percent of time when all of the Rental Sites in the System are concurrently Fully Operational;
- (e) Total additional time granted when all Docks at a Rental Site are full, by Rental Site;
- (f) Average length of time for a technician to service a call;
- (g) Number of Bicycles in the categories of: stolen, lost, damaged, and vandalized;
- (h) Repair status of and type of work performed on (other than periodic maintenance) each damaged and vandalized Bicycle and Rental Site;
- (i) Number of times and length of time Rental Sites were full or empty; and
- (j) Backend server down.

(6) At a maximum of an additional two times per calendar year the City Project Officer may require Alta to provide to the City written reports (in addition to those described in subsections 4.1(1) through 4.1(5) in this Schedule A, above), and may revise the categories of data to be provided in each report described above.

(7) Alta shall prepare a statement showing all System Operating Revenue and all System Operating Revenue used by Alta to pay operating costs, as set forth in this Agreement.

(8) Alta shall prepare a statement showing all Bike Replacement Fees and all Bike Replacement Fees used by Alta as determined by the City, as set forth in this Agreement.

4.2 Crashes. Alta shall immediately in writing report each Crash to the City Project Officer.

Upon notice of a Crash, Alta shall: determine whether the Crash requires a report to the Police Department, and, if so, report such Crash to the Police Department in the jurisdiction in which

the Crash occurs; and determine and record the information described in subsections 4.2(1) through 4.2(4) in this Schedule A, below. Alta shall provide the City Project Officer with a Crash Report (including a Police Report, if applicable, immediately upon its availability), and all reports necessary to accurately document and preserve an accurate record of each Crash within forty-eight (48) hours after Alta receives notification of the Crash.

Alta shall also advise the subscriber(s) involved in the incident that they are required to file immediately a Police Report with the Police Department in the jurisdiction in which the Crash occurs.

Alta shall advise the subscriber(s) involved in the incident that they are required to file immediately a Crash Report to Alta after notice of a crash involving personal injury and/or property damage. The report shall request such subscriber(s) to provide, as applicable, the following information:

(1) the subscriber's name; subscriber #; subscriber's injuries; sex; phone; date of birth; address; damage to Bicycle; was the Bicycle returned to a Rental Site or Alta; important details of the Crash in addition to those required in 2) below;

(2) the Crash details: including date; time; city; state; address/location of Crash; description of Crash; type of crash (car-bike, ped-bike, bike-bike, non-contact); outcome of Crash (injury, severity of injury, traffic violation of the subscriber and other party(ies), fine, hospital visit); property damage [yes/no]; police involvement [yes/no]; police report #; officer name and badge #; police precinct / department; helmet usage

(3) details of all personal injury to other persons, or property damage, including, without limitation: hit and run [yes/no]; name; phone; injuries [yes/no]; driver's license #; license state; sex; date of birth; phone; cell; address; # of vehicle occupants; insurance carrier; insurance phone; policy number; vehicle type [passenger/commercial/other]; year; make; model; license plate # and state; vehicle damage; vehicle towing; vehicle operable; and for each passenger: name; age; address; phone; injuries [yes/no]; additional information;

(4) names, addresses, and telephone numbers of all witnesses and other persons with knowledge of the Crash, personal injury, or property damage; and

(5) date, time and Rental Site location of the rental.

It shall be the obligation of Alta to notify its insurance carrier of any incident involving potential liability and/or in the event an insurance claim may be made.

4.3 Theft and Vandalism. Alta shall immediately in writing report each incident of theft or vandalism of every Bicycle and Rental Site to the City Project Officer.

Immediately upon notice of each incident of theft or vandalism, Alta also shall: report such incident to the Police Department;; and accurately determine and record the information described in subsections 4.3.1) through 4.3.3) in this Schedule A, below. Alta shall provide the

City Project Officer with a Theft or Vandalism Report, including a Police Report, immediately upon its availability, within forty-eight (48) hours after notice of each incident of theft or vandalism.

Alta shall also advise the subscriber(s) involved in the incident that they are required to file immediately a Police Report with the Police Department in the jurisdiction where incidents of theft and vandalism occur.

Alta shall advise the subscriber(s) involved in the incident that they are required to file immediately a Theft and Vandalism Report to Alta after notice of a theft or vandalism. The report shall include at a minimum, the following information:

- (1) the subscriber's name; subscriber #; sex; phone; date of birth; address;
- (2) the theft/vandalism details: including date; time; city; state; address/location of theft; description of theft/vandalism; police report #; officer name and badge #; police precinct/department; and
- (3) names, addresses, and telephone numbers of all witnesses and other persons with knowledge of the theft/vandalism.

It shall be the obligation of Alta to notify its insurance carrier of any incident involving potential liability and/or in the event an insurance claim may be made.

4.4 Quarterly Analyses and Reports of Equipment Loss, Damage, Theft, and Vandalism.

Alta shall perform a quarterly quantitative and investigative analysis of loss, damage, theft, and vandalism to the Bicycles and Stations so as to determine the sources and causes thereof. The analysis and results thereof shall be reduced to writing. The first of such quarterly reports shall be submitted by Alta to the City Project Officer on the first week of the fourth calendar month after the Operational Date. Each subsequent report shall be submitted during the first week of the seventh, tenth, first, and fourth calendar month thereafter. Based upon the analysis, Alta shall in the quarterly report recommend to the City Project Officer remedies and solutions to minimize future loss, damage, theft, and vandalism to the Bicycles and Stations. After written notification from the City Project Officer, Alta's failure to take appropriate preventative measures to minimize loss, damage, theft, and vandalism may be cause for termination of this Agreement. Within two (2) weeks of said notification the Parties shall mutually agree on a plan of correction, developed by Alta, including, without limitation, an implementation date. Following the implementation date, Alta shall be solely responsible for any loss, damage, theft, and vandalism arising from or related to Alta's failure to implement, comply with, and/or follow the agreed upon plan of correction.

Quarterly Alta shall provide a map depicting Rental Site to Rental Site travel patterns.

4.5 Written Requests. Promptly upon receipt of a written request from the City, Alta shall provide to the City Project Officer requested information and documents to assist the City in

meeting any existing and future reporting requirements for, or related to, the application for, or continuation of, System funding from local, regional, state, or federal sources.

4.6 Standard Operating Plan. Alta shall submit a Standard Operating Plan (“SOP”) to the City Project Officer prior to the Operational Date. The SOP shall include detailed operating policies and procedures. The SOP shall be updated annually. Alta shall include the terms of the Equipment warranties in the SOP.

4.7 Periodic Reports and Surveys. In January of each year during the Term, Alta shall provide the City with an annual report of the environmental / climate measures set forth on pages 67 and 68 of the Alta Proposal.

Prior to the Fully Operational Date, the City may request Alta to prepare, in consultation with the City Project Officer, and conduct a survey for the purposes of assessing Alta’s promotional and marketing activities.

Upon request from the City Project Officer, Alta shall participate, at the City’s expense (previously authorized in writing), in other periodic programs of research and evaluation as may be requested by the City.

4.8 Language/Financial Reporting. All reports and documentation required to be maintained and/or provided to the City in accordance with this Agreement shall be in the English language and shall be calculated and provided in terms of U.S. Dollars and in accordance with Generally Accepted Accounting Principles as applied in the United States.

4.9 Periodic Meetings between Alta and the City. The City may require periodic meetings, either in-person or by telephone, between it and Alta to discuss issues relating to Alta’s implementation and/or operation of the System. The City shall notify Alta in writing thirty (30) days in advance of the date of any requested meeting.

4.10 Annual Operating/Financial Plan. Each January following the Fully Operational Date during the Term of the Agreement, Alta shall prepare and propose to the City an “**Annual Operating/Financial Plan**” setting forth Alta’s recommendations for replacement, improvements, and expansion of the System and/or its components, modification of service levels, and/or the System’s use and for use of the Net Profits reinvested back into the System., as set forth in the Agreement. The Parties shall meet in good faith to review the Annual Operating/Financial Plan. Following such meeting (which may occur via teleconference) Alta shall make such changes to the Annual Operating/Financial Plan as the City may require and the Annual Operating/Financial Plan, so modified, shall be deemed approved by the City.

5. ADVERTISING and SPONSORSHIPS

5.1 Advertising and Sponsorship on Bicycles and Rental Sites. Advertising of others on the Bicycles and/or Rental Sites occurs when a third party is permitted by the City to market such party’s goods or services, placing, or causing to be placed, advertisements on the Bicycles and/or Rental Sites, including, without limitation, the second side (the non-Information Panel side) of

the Map Frame, which measures fifty six decimal point five (56.5) inches by thirty eight (38) inches.

Sponsorship by others on Bicycles and Rental Sites occurs when the City permits a third party to place, or caused to be placed, a logo of such third party on the Bicycles and/or Rental Sites in exchange for a financial contribution to the City.

Alta shall notify the City Project Officer of all potential advertisers and sponsors of which Alta becomes aware. In addition, all inquiries to advertise or sponsor by others received by Alta shall be forwarded to the City Project Officer. Alta shall not be entitled to compensation from the City for such notifications and inquiries. The City will set rates of advertising and sponsorships, and may hire another company to sell such advertising. The City shall collect all revenue due to the City related thereto.

Following the Operational Date of any given Rental Site, Alta shall affix (and remove, as needed) stickers for advertising and sponsorship to the Rental Site at a maximum of 3 times per station per year and 2 times per bike per year, including, without limitation, the Bicycles, as applicable, and shall not affix anything else thereto. Following the Operational Date of any given Rental Site, Alta shall install (and remove, as needed) advertising panels or other information, as may be requested by the City Project Officer, to be placed in the second side (the non Information Panel side) of the Map Frame at a maximum of 1 times per station per operational quarter, as applicable, and shall not install anything else therein. Prior to the Operational Date of any given Rental Site, these services (stickers and non Information Panel side materials) shall be unlimited. Such placements shall be in accordance with the terms and conditions set forth in any applicable Contract Document or, if none, then the time and location of advertisements and sponsorships shall be determined by the City Project Officer.

Subject to the forgoing, Alta shall produce all stickers for advertising and sponsorship at its cost and expense. Alta shall not be responsible for producing advertising panels, or other information, as may be requested by the City Project Officer, to be placed in the second side (the non Information Panel side) of the Map Frame.

All sponsorship and advertising information shall be easily removable by Alta but not by ordinary users or non-users of the System, such as, advertisements and sponsorships shall be encased within a locked Map Frame and advertisements and sponsorships on stations and/or bicycles may be in the form of stickers that can only be removed by using an appropriate chemical remover. In the event Alta uses chemical removers, such removers shall not be of a type that will damage the Equipment and Alta shall use the most environmentally friendly chemicals available for these purposes.

Notwithstanding anything to the contrary contained in any Sponsorship Agreement, Alta may not terminate any such agreement without prior written approval by the City.

6. CORPORATE MEMBERSHIPS

The Parties agree that Alta shall not contact any entity for the purposes of soliciting entity subscription fees and usage fees whether in the form of sponsorships, grants, donations, or otherwise (“**Corporate Membership**”) without prior written approval of the City Project Officer. Alta shall identify to the City Project Officer any entity Alta believes may desire to purchase Corporate Membership.

The City shall be free to solicit sponsorship from all entities, including, without limitation, those entities identified by Alta hereunder. The City shall identify to Alta’s Project Officer any entity the City believes may desire to purchase Corporate Membership.

The City shall not solicit Corporate Membership from any entity without first providing Alta an opportunity to solicit such entity for Corporate Membership. Alta may solicit such entity for Corporate Membership alone, in its discretion, or jointly with the City, as the Parties may agree. In the event that Alta chooses not to solicit such entity for Corporate Membership (alone or jointly with the City), the City shall be free to solicit such entity for Corporate Membership.

In the event a Corporate Membership is secured solely by the City, the then applicable Operation Fee, as set forth in Exhibit B, shall be reduced by the entire value of the Corporate Membership.

In the event a Corporate Membership is secured solely by Alta or by or Alta and the City jointly, there shall be no reduction in the then applicable Operation Fee, as set forth in Exhibit B.

The Parties acknowledge and agree that Corporate Membership revenue arising from the Colleges of the Fenway Sponsorship Agreement shall be deemed Corporate Membership secured solely by the City.

Schedule A-1

Subscriber Related Fees

Annual subscription fee - \$80

Academic year subscription fee (excludes the months of June, July, and August) - \$65

One day subscription fee - \$10

Weekly subscription fee - \$15

Usage fee- Payment of each subscription fee entitles the subscriber to unlimited non-contiguous thirty (30) minute rentals of Bicycles during the term of their subscription. A usage fee of \$2.00 for use by subscribers per additional 31-60 minutes, \$4.00 per 61-90 additional minutes, and \$6.00 per additional 30 minutes above 90 minutes will be charged to the subscriber for any rental exceeding thirty (30) minutes. A usage fee will be charged to credit accounts at the time any rental exceeding thirty (30) minutes is determined.

Loss Fee - \$1,000

Subscribers will receive a \$5 discount per subscription fee for watching the safety video.

SCHEDULE 1.3

Service Penalties

The service penalty may be imposed, as follows:

<u>Schedule A Section Number(s)</u>	<u>Notice Period</u>	<u>Service Penalty Imposed Following Notice Period</u>
3.3	twenty-four (24) hours	\$1,000 per initial failure and \$1,000 per day of continued failure, unless otherwise permitted in the Agreement.
3.4(2)	two (2) weeks	\$1,000 per initial failure and \$1,000 per day of continued failure.
3.4(3)	two (2) weeks	\$1,000 per initial failure and \$1,000 per day of continued failure.
3.4(4)	twenty-four (24) hours	\$1,000 per initial failure and \$1,000 per day of continued failure.
3.4(5)	twenty-four (24) hours	\$1,000 per initial failure with regard to offensive graffiti or soiling and \$1,000 per day of continued failure.
3.4(5)	one (1) week	\$1,000 per initial failure with regard to all non-offensive graffiti, ink, paint and/or other soiling and \$1,000 per day of continued failure.
3.4(6)	twenty-four (24) hours	\$1,000 per day per failure with regard to damaged and/or malfunctioning Docking Station(s) that are not repaired to the level of Functional Station(s), unless otherwise provided in the Agreement (i.e., a Docking Station is beyond repair).
3.4(6)	one (1) week	\$1,000 per initial failure with regard to damaged and/or malfunctioning Docking Station(s) or any component thereof that are not repaired to the level of fully functional Docking Station and \$1,000 per day of continued failure, unless otherwise provided in the Agreement (i.e., a Docking Station is beyond repair).
3.4(6)	two (2) weeks	\$1,000 per initial failure with regard to cleaning of Rental Sites and \$1,000 per day of continued failure.

<u>Schedule A</u> <u>Section</u> <u>Number(s)</u>	<u>Notice</u> <u>Period</u>	<u>Service Penalty</u> <u>Imposed Following Notice Period</u>
3.5	twenty-four (24) hours	\$1,000 per initial failure with regard to any one or more stations and \$1,000 per day of continued failure, unless otherwise permitted in the Agreement.
3.6	one (1) month	\$1,000 per initial failure and \$1,000 per 2 weeks of continued failure, with the percentage of Functional Stations and/or Bicycles to be calculated on a bi-weekly (instead of monthly) basis.
3.7	twenty-four (24) hours	\$1,000 per initial failure with regard to continuous operation of the call center and \$1,000 per day of continued failure.
3.7	one (1) month	with regard to eighty percent standard calculated monthly, \$1,000 per initial failure and \$1,000 per 2 weeks of continued failure, with said standard to be calculated on a bi-weekly (instead of monthly) basis.
3.9	one (1) month	With regard to maintenance of the System website following the Fully Operational Date, \$1,000 per the initial failure and \$1,000 per week of continued failure.
3.12	twenty-four (24) hours	\$1,000 per initial failure and \$1,000 per day of continued failure, unless otherwise permitted in the Agreement.
3.16	twenty-four (24) hours	\$1,000 per day per failure and \$1,000 per day of continued failure, unless otherwise permitted in the Agreement.
4.1 through 4.10	one (1) month	\$1,000 per the initial failure to deliver any report and \$1,000 per week of continued failure to deliver such report.



December 8, 2010

Metro Boston Bike Share Program

Information for Communities to Participate

OVERVIEW

The Metro Boston Bike Share Program (Bike Share) is part of a greater policy effort to expand efficient transportation choices, promote active transportation, and link to public transit.

Bike Share brings cycling into the mainstream by making bike use highly visible in the urban core, affordable, and conveniently accessible to public transit. Residents, workers, tourists and students will be easily accommodated as will a much greater population than those who consider themselves regular cyclists. The design of the bikes favors every day trips in any clothing including suits and skirts.

MAPC along with the City of Boston, the MBTA, and MassDOT is working to bring this program in fruition. Per the RFP, all communities within the MAPC region are eligible to participate in the bike share program subject to system continuity and a signing a contract with the vendor. This packet provides the most current information to assist the municipalities within the MAPC region to participate in the bike share program.

SCHEDULE FOR SPRING 2011 LAUNCH

The following schedule outlines the City of Boston's target dates for key milestones with an eye towards a system launch in the spring of 2011. Some elements, including turnaround time of the FTA grant, NEPA application and vendor selection (TBD) schedule will impact dates.

- | | |
|---|-------------------|
| 1. RFP Award notice | December |
| 2. Sign vendor contract | early- January |
| 3. Order equipment (18 weeks to launch) | late-January |
| 4. Launch | after May 1, 2011 |

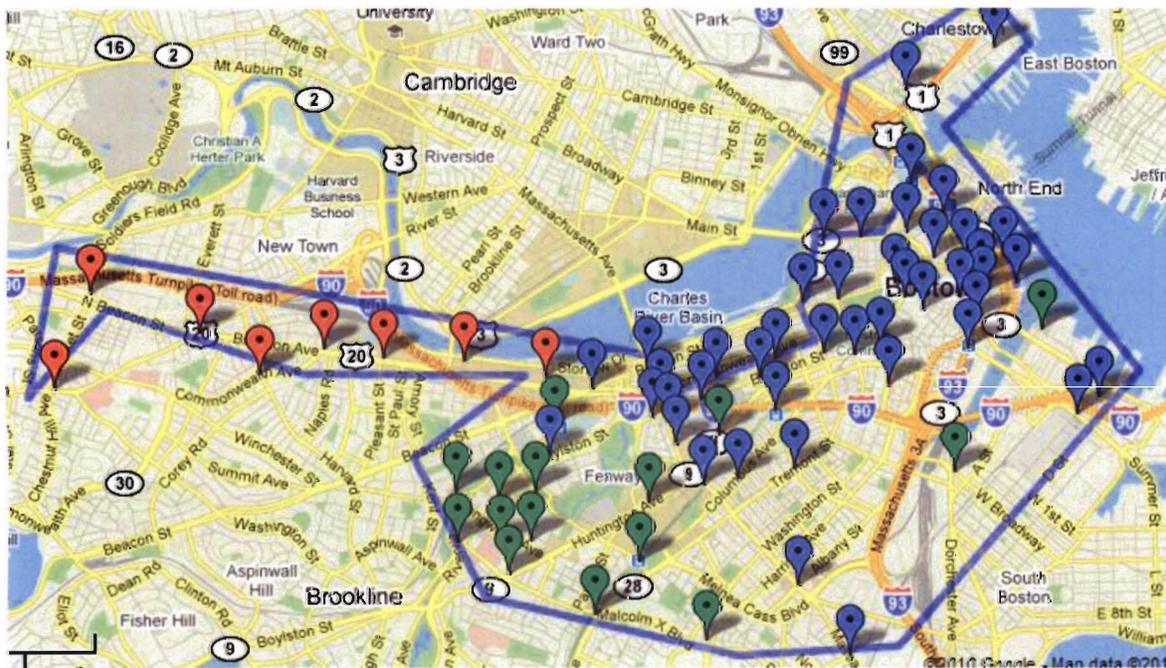
Municipalities wishing to have stations will need to undertake the following tasks. The schedule below applies to pilot stations open at **launch**.

- | | |
|--|--------------|
| 1. Secure matching funds to access FTA grant | |
| 2. Identify station locations | |
| 3. Submit application to FTA to access grant funds | end-December |
| 4. Sign contract with vendor | mid-January |
| 5. Purchase stations (with money to pay) | mid-January |

PROGRAM LAUNCH

Bike Share is eyeing a launch in the spring of 2011 with approximately 61 stations and 610 bikes in Boston. We hope to have a few pilot stations in each of Cambridge, Somerville, and Brookline at launch (pending fundraising by the respective communities to support the pilot stations). Long-term the system is envisioned to grow to 400 stations and 5000 bicycles in Boston and neighboring municipalities. The second phase of system expansion will occur throughout 2011 and spring 2012 when Cambridge, Somerville, and Brookline expand their bike share network. Additional communities including Winthrop, Newton, and Arlington to date, have shown serious interest in participating in the program.

Bike Share will place bike stations at or near transit stations and bus routes and on or near universities, hospitals, commercial districts, municipal buildings, residential neighborhoods, and tourist attractions. Phase One stations will be in the following sections of Boston: downtown, the South End, Roxbury, Fenway/ Kenmore, Longwood Medical Area, Allston, Brighton and along Massachusetts Ave and Boylston Street, Ruggles Station, Dudley Square, Upham's Corner, and Roxbury Crossing.



Proposed Boston Phase One locations

Phase One pilot stations in the other municipalities will be located per mutual agreement between the municipalities and the vendor based on system contiguity and expected financial viability.

SYSTEM DESIGN

Users swipe a card to unlock a bike, which can be returned to any station. Daily, monthly, and full-year passes are available. The pricing structure as proposed is as follows:

<u>Membership</u>	<u>Usage Fees</u>	
\$50 Annual membership	0-30 min	Free
\$10 Weekly membership	31-60 min	\$1.50
\$5 One day (24 hour) membership	61-90 min	\$3.00
	Additional 30 min	\$6.00

Bike Share will be operated throughout 9 months of the year with station equipment and bikes installed beginning in late March and removed each November/December for winter storage.

Bike Share stations will be located roughly every 2-4 Blocks apart forming a dense network.

Bikes and stations are designed specifically for use as shared bikes. The stations are fully mobile, modular and solar powered. This allows for easy installation and removal in less than one hour; station sizes can be increased or decreased simply based on demand; stations do not need to hook into the municipality's electrical grid but instead use solar power.

Bicycles have reinforced frames to hold up to vandals; use non-standard parts and require nonstandard tools to deter theft; are fully rust-resistant for outdoor use; are specially designed for use by inexperienced and casual users with a step through design and simple shifting and braking system; function in a lock-and-key system with the hubs for secure renting and returning; include puncture resistant tires; incorporate pedal powered lighting systems for safety.



SYSTEM IMPLEMENTATION

MAPC, as the regional planning agency and, on behalf of the City of Boston and other municipalities that elect to participate in Bike Share, will conduct the vendor procurement process in compliance with federal and state requirements. The selected vendor/contractor will sign a contract with the municipality to ensure operations for three to five years.

As mentioned above, Bike Share Stations will be fully solar, mobile, and modular with no trenching or electrical hookup required. This flexibility allows for easy removal of stations in the winter and allows the operator to optimize station locations. by expanding or contract the size of the station (i.e., the number of bikes that can be held by the station), and/or adding, removing or relocating stations. Stations will be placed on public and/or private property with appropriate license or easements. The selected operator will assist the City in site planning and will be responsible for the permitting process to determine the preferred station configuration at each site. Additionally, once launched the operator will analyze usage patterns and, as necessary with prior approval of the City, make adjustments to station locations to maximize Program goals include promoting urban livability, cycling usage, and improved transit connections.



COSTS

To participate in the bike share program, each municipality must provide funds to both purchase the system as well as provide funds for operations. A successful system may provide user and advertising revenue to eventually cover the cost of operations. However, the municipality must be able to financially guarantee the operations through the third year from the system launch.

The equipment will be owned (per FTA requirements) by the City of Boston and the other respective municipalities that participate. A contract may be set up with the vendor such that the system may be owned by the municipality up front or at the conclusion of the contract.

Each municipality is highly encouraged to seek corporate, institutional, grant, or other private or public funding sources to sponsor stations and grow the system. For example, the City of Boston has fundraised to date \$1.2 million in corporate sponsorships, plus almost \$1 million in federal and state funds. The bike share program has secured an additional \$3 million grant from the Federal Transit Administration that is available to the municipalities to access.

Price of Admission

The total costs per station cost to a municipality, including equipment, launch and three years operations, after applying FTA funding is \$67,498. FTA money can be applied to most equipment and launch costs. When FTA rules are followed, FTA will fund 50% of the Launch Costs (Equipment plus Launch Fee). FTA rules stipulate that funding can not be used on the operations or anything related to the bicycles. Estimated costs to the municipality, per the proposal by Alta Bike Share are shown below.

Alta Bike Share proposes a revenue-sharing model. The proposal reduces upfront risk but requires a 50% revenue share after operations costs are paid, i.e. 50% share of net revenue. Projected revenue per station is included below.

Per Station Expenses and Revenue (10 bikes, 15-19 docks)

Expenses

Equipment Costs (Stations & Bikes)	\$43,650
Launch fee	\$14,869
SubTotal Launch Cost (Equipment plus Launch fee)	\$58,519
3 year Operations costs to municipality	\$38,517
Per year Operations costs to municipality	\$12,839
SubTotal 3 Year Cost (Equipment, Launch & 3 yrs ops)	\$97,036
FTA funding available - applies to launch & equip only	\$29,538
TOTAL Cost to City (3 years, non-federal source)	\$67,498

Revenue

3 Year Revenue from Ridership	\$41,885
Per Year Revenue from Ridership	\$13,962
Per Year Revenue to City (50% of net revenue)	\$1,527
3 Year Revenue to City (50% of net revenue)	\$4,582

NOTE – Above costs are based on the proposal provided by Alta Bicycle Share, and are subject to change as contracting moves forward.

FTA GRANT

Bike Share, sponsored by the MBTA, has received a \$3,003,051 Bus and Bus Livability Grant award from the Federal Transit Administration to implement a Metro Boston Bike Share program. It is estimated that the FTA grant will be able to fund approximately 100 stations.

The City of Boston will access 60% (\$1.8 million) of the FTA funds to launch the system in the spring of 2011. The remaining 40% (\$1.2 million) will be reserved for the core municipalities (Cambridge, Somerville, and Brookline) to **access by the end of 2011**. To access the funds, the required match must be in place. *Beginning in 2012, any remaining FTA funds will be opened up to all municipalities with the required match in hand.*

MAPC will act as a sub-grantee of the FTA award, receiving funds from the MBTA and passing them through to municipalities that qualify to receive it. MAPC will execute individual MOUs with communities that elect to participate in the program, consistent with the FTA grant award and the tri-party MOU among the MBTA, MAPC and the City of Boston.

The FTA grant will be used to cover all of the above equipment items except the bicycle and bicycle related items. The purchase of the bicycles and bicycle related items by the municipality, which accounts for about 25% of the total equipment cost cannot be used as the local match for the FTA grant. The 20% FTA match must be on a line-item basis.

FTA grant funds may be used for the following:

- Construction and installation of stations
- System development including information/communication
- Amenities to ensure the system functions for users
- Design and Permitting to determine station locations
- Administrative support systems necessary for implementation of the program

	BOI	Per station
Equipment	\$2.7 M	\$47K
Launch	\$907K	\$14869
	\$3.6 M	\$58519
FTA	\$1.8 M	\$29037

In order to access this funding, there must be a 20% local match that will be provided by each of the municipalities along with the purchase cost of the bicycles, and funds for operations through the third full season from the initial launch.

CONTACT

For further information and assistance on participating in the bike share program, please contact the MAPC.

David Loutzenheiser
 Transportation Planner
dloutzenheiser@mapc.org
 617-451-2770 x2061

MA 20R
 Assoc \$250k
 STATION \$50k

\$500k
 50% match
 9 months

	BOI	PER
3 yr	\$450k	\$76K
CITY	\$2.2	\$38K
VCARR	\$2.2	38K
		\$1.010
3 yr revenue		
\$5.5M Δ		\$300.
\$3.5M 20%		150.



General Rules for Sponsorships

COB and MAPC shall ensure, and MAPC shall require any municipality for which it acts as a fiduciary, to ensure that all sponsorships (including title, station and other sponsorships) by the respective PM will be undertaken in compliance with the following rules:

- 1) The PM will notify MAPC of any intent to solicit “title” sponsorships at least 3 business days prior to issuance of any such solicitation, to provide MAPC with a reasonable opportunity to review the solicitation for compliance with these rules. MAPC will contact the respective PM with any proposed changes to the solicitation within the 3 business day period.
- 2) Title sponsorships may involve the placement of a corporate name and/or logo anywhere on the station, bicycle, or other equipment purchased by the soliciting PM and on the Regional Bike Share System website.
- 3) Title sponsor names on the Regional Bike Share System website will be placed in such a way as to provide appropriate and equitable recognition to all sponsors chosen by PMs, but no title sponsor name shall appear on the website in such a way as to imply that the overall Regional Bike Share System is named by or for a single title sponsor, unless factually true (i.e., unless a single title sponsor is chosen by each PM). Non-title sponsor names on the Regional Bike Share System website will be placed in such a way as to provide appropriate and equitable recognition to all non-title sponsors chosen by PMs. The Advisory Committee will work as a group to determine proposed modifications to the website consistent with these rules.
- 4) All sponsorships (title, station, or other) will be limited to stations bicycles and/or other equipment purchased by the soliciting PM, and shall in no way bind any other PM or MAPC.
- 5) No sponsorships (title, station, or other) shall be solicited from or granted to any corporation associated with the production or sale of alcohol, tobacco, firearms, or other products generally considered to be harmful to human beings.
- 6) PMs will coordinate all sponsorship activities with the Contractor. Any details of consultation and approval between a PM and the Contractor regarding sponsorship, including, without limitation, design and placement of sponsorship names and/or logos, will be governed by the contract between those parties and/or the agreement with the sponsor, all strictly in accordance with the Contractor procurement package prepared by MAPC.

Selectmen's Committee on a Regional Bicycle Sharing Program
Draft Work Program

CHARGE

1. to examine the suitability of a bicycle sharing program for Brookline
2. to determine the mechanism by which Brookline could join in the regional bicycle sharing program; and
3. to prepare for review by Town Meeting a report with recommendations on the desirability of establishing a program and possible legislation as may be necessary to participate in the regional bicycle sharing program;
4. to set a goal of completing this work by the Spring of 2011.

MAKEUP

The Committee would include representatives from the following Boards and Commissions:

- Board of Selectmen
- Transportation Board
- Planning Board
- Advisory Committee
- Climate Action Committee
- Zoning Bylaw Committee
- Commercial Area Representative

SCOPE OF WORK

1. *Data Collection:* Gather information about the concept of regional bicycle sharing; established programs in other regions; the proposal in the Boston region; and the current status of negotiations with Boston and other communities. Possibly invite representatives from MAPC and other appropriate parties to attend a meeting of the Committee and provide their perspectives. (2 meetings)
2. *Regulatory Evaluation:* Explore any regulatory issues that may be faced in creating a regional bicycle sharing system, including zoning; permits or licenses required from the Transportation Board or Board of Selectmen; and Department of Public Works signoffs for use of public ways. Develop recommendations for policies regarding siting of facilities based on these issues (2-3 meetings)
3. *Siting Evaluation:* Explore issues related to placement of the bicycle stations, including estimation of parking spaces lost; locations where loss of parking spaces is more or less of an issue; possible siting elsewhere in the public right of way; and possible use of private sites. Develop recommendations for policies regarding siting based on these issues (2-3 meetings).
4. *Financial Evaluation:* Explore the financial arrangements proposed for the regional bicycle sharing system with Bixi to understand the potential financial exposure of the Town and any required outlays and/or underwriting of the program. Explore possible sources for Town funding, including grants, general fund sources, and third party contributions or sponsorship. Develop recommendations for fiscal policies based on these issues (2-3 meetings)

5. *Final Report*: Based on the work completed, draft a final report for submission to Town Meeting and the Board of Selectmen (2 meetings)

TASK	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
<i>Data Collection</i>									
<i>Regulatory Eval.</i>									
<i>Siting Evaluation</i>									
<i>Financial Eval</i>									
<i>Final Report</i>									

STAFFING

The Committee will be staffed by the Department of Planning and Community Development and the Transportation Division of the Department of Public Works.



Town of Brookline

Massachusetts

**Department of Planning and
Community Development**

Town Hall, 3rd Floor
333 Washington Street
Brookline, MA 02445-6899
(617) 730-2130 Fax (617) 730-2442
jlevine@brooklinema.gov

Jeffrey R. Levine, AICP
Director

TO: Board of Selectmen

FROM: Jeff Levine

DATE: January 21, 2011

SUBJECT: CLAMP Grant for Potential Bicycle Sharing Program

As the Bicycle Sharing Committee gets organized, we have become aware of a grant program that would potentially resolve our funding issue if the Town decides to move forward with the regional bicycle sharing program. The Boston Region Metropolitan Planning Organization has a program called the "Clean Air and Mobility Program" (CLAMP) that funds grants for transportation demand management such as bicycle sharing programs. We have been encouraged to apply for these funds by several parties, and indications are good that we would be successful in receiving a CLAMP grant if we were to apply.

Unfortunately, the CLAMP grant deadline is February 1st, so there is not time to wait for the Bicycle Sharing Committee to get organized and discuss this application. However, it seems that the grant opportunity could resolve a major concern about bicycle sharing – the possible need to sell advertising on the stations. For this reason, it seems like too good an opportunity to pass up.

I propose submitting a CLAMP application to partially fund two bicycle sharing stations in Brookline. These stations would tentatively be located in Brookline Village and Coolidge Corner. We have identified potential sites in both locations that would not involve removing parking spaces. If we were successful in this grant application, the Town would be able to purchase two stations and bicycles for these stations using Federal Transit funds, the CLAMP grant, and a small private match, and operate the stations for three years, quite possibly without any cost to the Town. The stations would produce estimated revenue of \$5,000 to \$7,500 to the Town as part of the revenue sharing arrangement negotiated by MAPC and the City of Boston with the vendor.

If at a future date the Bicycle Sharing Committee or the Board of Selectmen decides not to move forward with the regional bicycle sharing program, whether for funding reasons or any other factors, the Board could always decline the grant at that time. At this point, I think the risk is minimal and the possible reward is great.

Attached is a draft grant application that I would request authorization to work with Selectman Mermell to finish and submit prior to the February 1st deadline. I am available to answer any questions you might have.

The Boston Region MPO's Clean Air and Mobility Program

2011 Application for Transportation Demand Management (TDM) or Transportation Systems Management (TSM) Projects / Programs

In order to properly evaluate all requests for funding under the Clean Air and Mobility Program for Transportation Demand Management (TDM) and Transportation Systems Management (TSM) projects or programs, the MPO's Transportation Planning and Programming Committee is requiring that all applicants respond to each of the following questions in the most thorough manner practicable. The responses will assist the Committee in measuring the usage, potential for improving mobility, and cost-effectiveness of the proposal. The process may also assist each applicant in developing the proposal.

1. *Project or Program Sponsor and Title* Provide the name of the entity proposing the project or program and the title of the activity.

Town of Brookline Boston Region Bicycle Sharing Program TDM project

2. *Contact Information* Include the name, title, address, telephone number, and e-mail address of the individual who will be responsible for directing the project or program on a daily basis.

Jeff Levine, AICP

Director of Planning & Community Development

333 Washington Street Third Floor

Brookline, MA 02445

617-730-2130

jlevine@brooklinema.gov

3. *Project Narrative* Provide a brief written description of the proposed project or program. Discuss the need for this activity and identify its objectives. Describe the project area and provide a map. Identify the expected products.

The Town plans to use the CLAMP funding, along with FTA funding and the local match, to procure and operate two bicycle sharing stations in the Town of Brookline as part of the regional bicycle sharing system. These two stations would be located in Brookline Village and Coolidge Corner. The goal of providing these two additional stations in Brookline would be to tie the Town into the larger regional

system and complete a missing portion of the system between West Roxbury/Jamaica Plain and Allston/Brighton (see map). In addition, we expect a significant local interest in the Brookline Village/Coolidge Corner link, resulting in a large number of potential trips between these activity nodes that might otherwise be made by automobile. Brookline has a Bicycle Sharing Committee that will begin meeting this winter to discuss the bicycle sharing program and develop local goals and policies for the program.

4. *Project or Program Schedule* Provide a schedule for planning, implementation, and reporting.

The Town of Brookline will time this project to launch simultaneously with the City of Boston's larger bicycle sharing program.

At this point, Boston is expecting a launch in mid-2011. The initial funding would allow for three years of operation, during which time we would track ridership and revenues to develop a strategy for ongoing viability of the project.

5. *Project or Program Budget* Provide a budget by activity or task that includes, for example, construction estimates, equipment purchases, and consultant services. If the project has been initiated through the Highway Division, provide a current estimate of the total federal participating cost of the project or program.

The estimated costs per station are as follows:

Station and Bikes (capital purchase)	\$43,650
Launch fee	\$14,869
Operations cost over 3 years	\$38,517
TOTAL PER STATION COST FOR 3 YEARS	\$97,036
Federal Transit Administration grant	(\$29,538)
NET COST PER STATION	\$67,498
@ 2 stations in Brookline	\$134,996
CLAMP request (71.5% of Net)	\$96,308

Local Match

\$38,688

6. *Documentation of Local Match* Capital projects will be required to have a 20- percent local match each year for up to three years of funding. Operating programs will be required to have a 20-, 30-, or 40-percent match for years one through three, respectively. An application for funding for years two and three will require cost-benefit reports. If the local government will be providing the match, provide an outline detailing the matching funds and their sources.

The Town of Brookline has solicited private donations for the local match from large local employers who expect their employees and customers to take advantage of the bicycle sharing system. At this point we have identified donors who will fund the local match for a three year period. We will also consider the option of using expected revenue from the use of the facility or other sources to supplement private donations if necessary.

7. *Existing Service Information* For any alternative modes currently utilized in the area, describe the current level of utilization. List and describe any existing facilities in the area that support alternative modes, such as park-and-ride lots or bicycle facilities.

The Town of Brookline has embarked on a proactive program of adding bicycle accommodations to Town roads in the past 5 years. Facilities added in this time include:

- Bicycle lanes on Beacon Street from the Boston City Line to the Newton City Line
- Bicycle lanes on Harvard Street
- Bicycle accommodations on Washington Street and Longwood Avenue
- A Town-wide Bicycle Master Plan
- New bicycle racks Town-wide

All four Green Line branches travel through or just outside the Town boundaries, allowing for a multi-modal, non-automotive transportation system when utilized along with bicycle travel. In addition, the Town has been actively working with Zipcar to formalize its car-sharing system in the Town, including incorporating car-sharing into the Town's zoning.

8. *Operating Environment* Describe the policy environment in the area for alternative modes. Are there policies, programs, or ordinances, in place to support alternative modes? These may include policies for planning, land use, growth management, or environmental protection, in addition to transportation.

The Town's Planning & Community Development Department and Transportation Division have been working with MAPC and other communities in the region on the overall regional framework for the

bicycle sharing program. The Town's Board of Selectmen supports the idea of bicycle sharing as a way of reducing automobile travel and emissions in the Town. At the same time, there are concerns that adequate input be sought from residents about the role bicycle sharing will play in the overall transportation system of the Town.

In 2009, Town Meeting, with the support of the Board of Selectmen, passed a resolution calling on the Town to create a formal Bicycle Sharing Committee. That Committee has recently been formed and will begin to meet shortly to discuss the overall strategy for bicycle sharing in the Town. Issues to be discussed include how many stations might be appropriate in the Town; how to fund these stations on an ongoing basis; siting policies; and other factors related to bicycle sharing. The Transportation Board will also be consulted during the development of a formal system.

9. *Monitoring and Reporting Plan* Describe how you plan to collect and maintain data on the utilization and effectiveness of the project or program.

Alta, the selected vendor for the regional bicycle sharing program, will be responsible for collecting data on utilization to help us assess the TDM benefits of the Brookline portion of the system.

10. *Impact on Air Quality* Provide the following estimates, where applicable. These will be used by MPO staff to estimate the air quality benefits of your proposal.

*** Reduction of vehicle trips**

Per Alta's proposal, a 61 station system will produce 330,000 trips. Hence, the per-station number of trips is 5410 per year. A recent Montreal survey just revealed that 23% of the bike trips replace car trips. Therefore the number of vehicle trips reduced by this proposed would be $5410 \times 0.23 \times 2 = 2,489$ per year.

*** Reduction of vehicle-miles traveled**

The average trip distance seen in comparable bike share systems is 2 miles. The 5410 trips will therefore produce 10,820 miles. A recent Montreal survey just revealed that 23% of the bike trips replace car trips. Hence, reduced VMT is $10,820 \times 0.23 \times 2 = 4,977$ per year.

*** Days of operation per year for the project**

.The system will be opened nine months of the year, or about 274 days per year.



Town of Brookline

Massachusetts

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Jeffrey R. Levine, AICP
Director

May 10, 2011

Dr. David Warren
President
The New England Institute of Art
10 Brookline Place West
Brookline, MA 02445

Re: College Participation in Bicycle Sharing Network

Dear President Warren:

As you may have heard, the Boston region is embarking on an exciting initiative in bicycle sharing called "Hubway". As described in the enclosed materials, a bicycle sharing system involves a network of stations at which members can "check out" a bicycle that can then be returned to any other station in the network. Similar systems have been successfully operated in Washington, DC; London, England; and many other world cities. In the past few weeks, local universities, including Harvard and Tufts, have expressed their interest in Hubway.

I am writing you with the hope that The New England Institute of Art will join the Town of Brookline as we introduce Hubway for an expected local launch in 2012. The Town of Brookline currently has grant funding for two stations, but we hope to expand our network by adding more stations and increasing Brookline's connectivity to Boston, Cambridge, and Somerville. Universities such as yours would be perfect locations for small stations. We have access to grant funding which would significantly lower the cost of sponsorship to as little as \$50,000 for a three-year contract, including all operations. I am happy to discuss other sponsorship opportunities with you should your campus want to participate in this program without sponsoring a station on-site.

Brookline is proud to be a member of this regional network and aims to engage local colleges in bicycle station sponsorship. Hubway will provide your students a very cost-

competitive way to access the entire Boston region. I am including program information in this letter so you can consider sponsoring a station on campus and providing your students a healthy, economical alternative to driving or taking public transit.

My office will be contacting you shortly to discuss this possibility. In the meantime, feel free to contact me personally for more information about the vendor agreement and to answer any other questions you may have.

Sincerely,

Jeff Levine, AICP
Director

Attachments:

- "Hub Set to Launch Bike Share Program", *Boston Globe*, 4/23/11
- "Harvard Backs Bike Share Program", *Harvard Gazette*, 4/21/11
- "Bike Sharing Gets Tufts Students Around, Off Campus", CBS Boston.com, 4/10/11

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Hub set to launch bike-share program

Menino to sign deal worth nearly \$6m today; 600 bikes, 61 stations to be ready by July

April 21, 2011 | By Eric Moskowitz, Globe Staff

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27

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As early as this summer, residents and visitors taking quick trips in Boston will be able to rent bicycles from dozens of sidewalk kiosks, under an agreement expected to be signed today that will create a bike-sharing network inspired by those in Paris and Washington.

Boston officials said the system, to be called Hubway, will open in July with 600 bicycles and 61 stations in the city, though they envision growing in a few years to as many as 5,000 bikes at more than 300 kiosks, from Brookline to Somerville.

At an afternoon ceremony with bicycling advocates, Mayor Thomas M. Menino is scheduled to sign a contract worth nearly \$6 million with a company called Alta Bicycle Share to build and operate Hubway for three years. Alta is also behind a program that debuted last year in the Washington area and now boasts 1,100 cherry-red bicycles at 114 stations.

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Boston's bike-share program, scheduled to debut this summer with 600... (Mark Gail/The Washington Post)

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No local tax dollars are being used to establish the bicycle rental system. Instead, the city is using grants and donations to cover the start-up costs, while corporate sponsorships and revenue from riders will cover annual operating expenses.

Local officials and planners believe Hubway will generate 100,000 trips in its first year, filling gaps not served by the MBTA and attracting casual bicyclists who until now have avoided biking in the city because of the cost and other challenges associated with owning, storing, and maintaining a bike in Boston.

Hubway will work something like Zipcar, the urban car-share system, but will look more like the Smarte Carte luggage kiosks at airports. Riders must first sign up for memberships — including a liability waiver and a pledge to wear a helmet — on kiosk touch screens, with memberships likely to range from about \$5 a day to \$85 a year.

Trips shorter than 30 minutes will be free, with incremental charges for longer rides. The city intends to make low-cost helmets available at nearby shops and through a partnership with the antipoverty agency Action for Boston Community Development.

Cambridge, Brookline, and Somerville are finalizing similar contracts to tie into the Hubway network, with stations in those communities expected to open in 2012 or earlier.



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“The vision here is that it’s a seamless system,” said Eric Bourassa, transportation manager for the Metropolitan Area Planning Council, the agency that provides planning assistance to Boston and 100 other Massachusetts communities. The council brought the neighbors together and coordinated the request for vendor proposals.

“I could pick up a bike in Cambridge and I could bike across the river and drop it off in Boston, and I wouldn’t tell the difference that I have a Cambridge bike vs. a Boston bike or anything like that,” Bourassa said.

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Today [Harvard News](#) ▶

Harvard backs bike share program

University to sponsor stations in Allston, Longwood

By **Colin Durrant**

Harvard Staff Writer

Thursday, April 21, 2011

[Harvard University](#) today (April 21) announced it will sponsor five bike share stations in Allston and Longwood as part of a newly launched regional Bike Share program, [Hubway](#). Harvard has also committed to sponsoring four bike share stations in the city of Cambridge when the bike share program expands regionally in Phase II of the initiative. The program was officially introduced this afternoon by Boston Mayor [Thomas M. Menino](#) and state officials.

“Over the past four years we have taken great strides toward making Boston a city that welcomes and encourages bicycling, but this innovative bike share system may be the most significant step yet,” said Menino. “We have worked tirelessly to build the infrastructure necessary to support such a system and we are confident that there is no better time to make Hubway a reality. I want to thank Harvard University for its tremendous support of this endeavor.”

Kris Locke of Harvard’s [CommuterChoice Program](#) says the University plans to sponsor four bike share stations in Allston and one in the Longwood area. (The exact locations are still to be determined.) Hubway is a joint initiative of the [Metropolitan Area Planning Council](#) (MAPC), the city of Boston, the [MBTA](#), and [MassDOT](#).

“Harvard has a longstanding commitment to sustainability and to using our campus as a living laboratory to support innovative solutions,” said Christine Heenan, vice president for public affairs and communications. “We are thrilled to partner with the cities of Boston and Cambridge on this initiative, and to work to reduce the environmental footprint of the University.”

“Ultimately, Bike Share is part of Harvard’s commitment to sustainability and reducing our environmental impact by expanding efficient transportation choices, promoting active healthy transportation options, and providing a link to public transit,” said Lisa Hogarty, vice president for campus services.

Harvard’s commitment to bicycling spreads throughout its 12 Schools and multiple campuses. There are covered bike parking locations on Francis Avenue and at the [Harvard Law School](#), [Harvard Graduate School of Design](#), and Longwood campuses. Bike racks throughout the campus provide an opportunity for cyclists to lock their bikes safely while at class or work. In 2009, Harvard collaborated with the city of Boston on the design and implementation of bike lanes on North Harvard Street and in 2010 the University collaborated with the city to stripe bike lanes and install a cycle track on Western Avenue. These efforts are coordinated through Campus Services’ CommuterChoice program, the [Office for Sustainability](#), the [University Planning Office](#), and other programs run individually by Harvard’s Schools and departments.

Recommend

37

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NEWS

Bike Sharing Gets Tufts Students Around, Off Campus

By Mark Pratt, Associated Press

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(credit: Charles River Wheelmen)

BOSTON (AP) – Tufts University senior Daniel Heller is a music enthusiast, but he found it a drag to spend nearly an hour by subway to get from his suburban Boston campus into the city to see shows at his favorite club.

Then he discovered he could get there in half the time — by bike.

That revelation has led Heller and his friends to start a bike sharing program for students at faculty at Tufts, join a growing number of colleges across the country that offers free wheels to help students and faculty get around.

The Tufts program has a slightly different spin: it's intended to help people get off campus, not just around it.

"It's way too easy to get stuck in the college bubble," Heller said.

He and about 10 friends received a \$50,000 grant from the Tufts Community Union Senate to buy a fleet of 30 bikes. The program launched this month and makes bikes available at no fee to any student, staffer or faculty member looking to get around without relying on a car or public transportation. Bikes are available at the library for up to eight hours and come with helmets, locks and lights.

Show your university ID, sign the liability waiver, and you're off.

"We're really excited with how it's been going," Heller said. An average of a dozen bikes a day were borrowed during the first rainy, dreary week of the program. He expects that to increase as the weather improves.

In fact, he thinks the program may eventually need more bikes.

"We surveyed 800 students and 75 percent of them said they would use this at least once a week," Heller said.

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About 100 U.S. colleges have some sort of bike sharing or rental program, according to the Association for the Advancement of Sustainability in Higher Education. Most are set up as environmentally friendly ways for students, staff and faculty to get around campus.

Campus bike share programs at some schools date to the 1970s, but there has been a surge in recent years, said Paul Rowland, executive director of the association. Several cities, such as Minneapolis, Denver and Washington, D.C, also have bike-sharing programs.

The goals are almost always the same — to reduce the use of cars and the associated greenhouse gas emissions and traffic congestion, and to promote physical fitness.

“What’s been a driver in this is we’ve seen more and more campuses putting into effect climate action plans, and this is one way to reduce traffic on campuses,” he said.

But there is no one-size-fits-all template for the programs. Some are run by students, some by sustainability, recreation or transportation offices. Some have just a handful of bikes, while some have dozens. Washington State University has a fleet of 72 bikes and Colorado University has 60. The University of Massachusetts-Lowell has five.

Some operate year-round, and some, especially in cooler climates, shut down during the harsh winter months.

The bike sharing program at UMass-Lowell is designed to give students an alternative way to get to and from three distinct areas of the school separated by city streets, said Peter Murray, director of campus recreation, which oversees the program.

Students tend to use the school’s five bikes to get from residential areas to the academic areas that are separated by city streets can be as far as a mile away.

“We have shuttle buses, but student response to the bike program has been great,” he said. “Usually our bikes are all out at the same time in the nice weather,” he said, adding plans are in the works to expand the program.

Jonathan Viera, a senior environmental studies and Spanish major from Pittsfield, Mass., revived the bike share program at Bowdoin College in Brunswick, Maine. The program started in 2006 but sputtered because of poor management and bike maintenance.

The school with about 1,800 students has 50 bikes that Viera said are used mostly to get around campus. Student-athletes tend to use them to get to the school’s athletic facilities, set slightly apart on the 215-acre campus, he said.

No matter what form the bike share programs take, they experience common problems, Rowland said. Like rental cars, people tend to take less care of borrowed bikes than they would if it was their personal property. Because many schools paint their bikes in bright distinctive colors, theft is rarely a problem, he said.

Maintaining and storing the bikes tend to be the biggest issues, he said.

Tufts has thought of that.

Part of the grant money was used to buy a complete set of bike maintenance tools that can even be used by students who wants to fix their personal bikes.

“We have a completely integrated system here,” Heller said.

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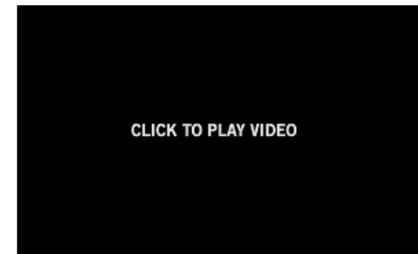
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