



## **APPENDIX C TO THE ELECTRIC SCOOTER PERMIT APPLICATION**

# **ELECTRIC SCOOTER PROGRAM FRAMEWORK UNDER THE MICROMOBILITY PROGRAM**

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## 1. Framework for Shared Electric Scooter

Shared Electric Scooters (“**Electric Scooters**”) are a new type of service that has provided safe, sustainable, and low-cost “last-kilometre” transportation to tens of millions of riders across North America. In doing so, they have reduced carbon emissions, provided congestion relief, and made streets safer by eliminating car trips from the road. The City of Calgary (**The City**) is planning to issue **Permit** through a competitive application process for the regulation of **Electric Scooters**, in 2021. The **Electric Scooters** will be run under the **Shared Micromobility Program of The City**. **The City** will allow **Permit Holders**, up to a set limit of **Electric Scooters**, to access the sidewalks, exclusive bicycle lanes, pathways and designated roadways as permitted by applicable bylaws through a **Permit** to operate within **The City**. While **The City** will provide the framework, the **Electric Scooters** will be fully funded and operated by the **Permit Holders**.

## 2. Components of Framework for Shared Electric Scooter

This Framework for **Shared Electric Scooter** is divided into following components.

**Pilot Overview;**

**Definition;**

**Shared Electric Scooter Permit Application Process;**

**Shared Electric Scooter Program Requirements;**

**Appendices:**

- A. Sample Permit with Conditions;**
- B. Indemnity and Release of Liability, Waiver of Claims and Assumption of Risk for all Customers;**
- C. Insurance Requirements;**
- D. Parking Reference Material;**
- E. Data Record Tables;**
- F. Corporate Signing Authority Affidavit and Witness Affidavit.**

The **Applicant** must review, understand and agree to each of these components as they all relate to the **Application** and operation of the **Program**. The **Appendices** attached to the **Framework** form part of this **Framework** document and contain obligations of the **Permit Holder**.



### 3. Pilot Overview

On July 16, 2018, a Notice of Motion was unanimously approved by Council to implement a two-year Dockless Bike Share Pilot, with the direction to provide clarity and regulations around new shared mobility technologies such as bicycles and scooters operating on public right of way.

The **Shared Electric Scooter Pilot** ties into **The City of Calgary's** Action Plan – City that Moves, A Prosperous City, A Healthy and Green City as well as **The City of Calgary's** Cycling Strategy.

The **Pilot** allowed **The City** to permit private industry with the appropriate approvals to provide **Electric Scooters** as a safe, reliable mode of travel option that is healthy and sustainable. It also allowed **The City** to assess if these **Electric Scooters** help achieve **The City's** stated mobility goals in the Calgary Transportation Plan.

Data from early adopter cities in North America have demonstrated a wide range of benefits, including:

1. Relieving congestion and reducing carbon emissions by replacing car trips;
2. Filling in the gap for the vital first/last kilometre by encouraging people to walk, cycle and take public transit more often;
3. Saving time on short trips;
4. Being inclusive for all demographics, but particularly among those for whom varied transportation options have remained out of reach; and
5. Improving people's physical health by being more physically active

The operation period for the **Pilot** was from July 2019 until October 31, 2020. Through public engagement, monitoring 3-1-1 calls to **The City**, studying overall usage data and reviewing **Customer** surveys, **The City** has now determined under what circumstances **Electric Scooters** will be permitted to continue operating in the public right-of-way after the **Pilot** ended.

**The City** is seeking **Applicants** who have previous experience designing, building, operating, maintaining, managing and marketing modern **Shared Electric Scooter** systems in other jurisdictions to apply to provide Shared Electric Scooter services under **The City's** micromobility program.

While this **Framework** outlines the requirements and **Permit** conditions, **The City** may at any time in its sole discretion, adjust any of the current requirements and conditions contained within this **Framework** or add new permit requirements or conditions based on feedback from the citizens of Calgary, safety concerns, changing needs and priorities, and to accommodate advancements in technology.



#### 4. Definitions

In the Framework defined terms have the following meanings:

**“Applicant”** means a person or corporation that makes a submission for a **Permit** to operate **Shared Electric Scooter** under **The City’s Program**.

**“Application”** means the competitive application process for a **Permit**, as described in the **Application** documents.

**“Bylaw”** means the bylaws passed by Council of the The City of Calgary , as may be amended or repealed and replaced from time to time.

**“Customer”** means a person or corporation that rents an **Electric Scooter** from a **Permit Holder** for any amount of time.

**“Electric Scooter”** means a vehicle consisting of a footboard mounted on two wheels and a long steering handle, propelled by resting one foot on the footboards and pushing the other against the ground and that is assisted by an electric motor.

**“Furniture Zone”** means the area for all street furniture, street lights, recycling and waste receptacles, bicycle racks, and acts as a buffer between the roadway and the pedestrian sidewalk. (*See Appendix D*).

**“Geo-fencing or Geo-fence”** means a virtual geographic boundary, defined by The Global Positioning System (GPS), radio-frequency identification (RFID), or other technology, that enables a **Permit Holder** to cause certain actions when an **Electric Scooter** in its fleet enters or leaves an area, including regulating speed or issuing notifications.

**“In-App”** means the **Permit Holders** piece of software for a **Customers** phone that will have to be downloaded in order to connect to the **Permit Holders Shared Electric Scooter** system.

**“Indemnified Parties”** means **The City** and **The City’s** elected officials, officers, agents, employees, and volunteers.

**“Legislation”** any status or proclamation or any delegated or subordinate legislation including regulations and bylaws, in force in the Province of Alberta, as may be amended or repealed and replaced from time to time.

**“Maximum Fleet Size”** means the total number of **Electric Scooters** a **Permit Holder** is permitted to have in operation, inclusive of any **Electric Scooters** out of operation for maintenance.

**“Mobility as a service”** (MaaS) is defined by the American Public Transportation Association (2019) “as the integration of a full range of mobility options in one single digital mobility platform offering, with public transportation as the backbone.”



**“Operating Season”** means **Electric Scooter** operations conducted from **March 16 to October 31** of a calendar year, as may be amended from time to time.

**“Permit”** means a permit issued to allow for a **Permit Holder** to conduct **Shared Electric Scooter** operations based on the required permissions under **The City Bylaws** including section 5(b)(5) of the Street Bylaw 20M88, section 29 of the Calgary Traffic Bylaw 26M96 and Section 30 of the Parks and Pathways Bylaw 11M2019.

**“Permit Holder”** means an **Applicant** who has been issued a **Permit** to conduct **Shared Electric Scooter** operations in the **Service Area**.

**“Permit Period”** is the time between the effective date of the **Permit** until the expiry date of the **Permit**.

**“Pilot”** means the **Shared Electric Scooter Pilot** conducted from July 2019 through October 31, 2020.

**“Program”** refers to the **The City’s** micromobility program under which the **Shared Electric Scooters** will operate.

**“Rebalancing”** means the redistribution of **Electric Scooters** to respond to **Customer** needs within the **Service Area** and to address locations that have too many or too few **Electric Scooters** parked.

**“Service Area”** means the geographic area that a **Permit Holder** designates where they will allow a **Customer** to start or end a **Trip**.

**“Shared Electric Scooters”** means a system of **Electric Scooters**, placed in the public right-of-way in a defined **Service Area**, that are made available for **Customers** to rent in short time increments.

**“The City”** or **“City”** means the municipal corporation of the City of Calgary or the area contained within the City boundaries, as the context requires.

**“Trip”** means the action of a **Customer** renting an **Electric Scooter** by unlocking (**“Trip start”**), travelling during that period (**“Trip time”**) and ending the rental in its final parking location (**“Trip end”**).

**“Winter Season”** means November 1, through to March 15 in a calendar year. **Permit Holders** are allowed to operate in the **Winter Season** if weather permits, and at the discretion of **The City**.

## **5. Shared Electric Scooter Permit Application Process**

### **5.1 General Information**

Each **Shared Electric Scooter Applicant** interested in being permitted to operate in **The City of Calgary** may make a submission to **The City** through the **Application** process, see the **Application** documents for full details.



The City may need to update or amend the requirements and Permit Conditions. If this occurs, The City will provide sufficient notice to the Applicant to review the changes and determine if they still wish to participate in the Program.

At the time of issuance, the maximum fleet size is 750 **Electric Scooters** per **Permit**. **Permit Holders** must deploy the minimum fleet size of 250 **Electric Scooters** on the selected launch date or at a date and time approved by **The City**.

Importantly, The City may, at any time, adjust the fleet size for any Permit Holder during the Program in order to ensure the success of the Program, at The City's sole discretion.

**Applicants** must review all Federal, Provincial and **City Legislation** relevant to participating in the **Program**. Nothing in this Framework, including the **Permit Requirements** and **Permit Conditions**, relieves an **Applicant** from conducting their own due diligence and reviewing all applicable **Legislation**. **The City** encourages the **Permit Holder** to seek legal advice before making an application to participate in the **Program**.

## 5.2 Term of the Permit

Term of the **Permit** will be five (5) years consisting of an initial probationary term of One (01) year followed by a 4 -year final term. Upon successful completion of the initial probationary term the **Permit** will be renewed for a further four (04) year term. At the end of the initial **Permit Period**, performance of the operators will be reviewed prior to renewal of the **Permit**.

## 5.3 General Application Requirements

The **Application Fee** is \$1000.00 per **Applicant**. The cost of a re-application is \$250.00 per **Applicant**. Re-applications may be made to increase the size of a **Permit Holder's** approved fleet. The **Application Fee** is due when an **Applicant** submits an application for a **Permit** or a re-application for an increase in fleet size. **Permit Holders** must be in good standing under their **Permit** requirements in order to be eligible for a re-application for an increase in fleet size, or for a renewal following the initial **Permit Period**.

An **Applicant** must read, understand and agree to all information and requirements contained within this **Framework**.

An **Applicant** is not guaranteed the issuance of a **Permit**. **The City** intends to issue **Permits** to the two highest ranked **Applicants** pursuant to a competitive **Application** process, and **The City** may refuse to issue a **Permit** as outlined in the **Application** documents:

Among other submission requirements, the **Applicant** must certify that all **Electric Scooters** provided meet the requirements identified in the **Electric Scooters Specifications** section.





## 5.4 Fee Schedule

A summary table of the fees is provided below.

Fee Type	Fee Amount	Fee Information
Application for <b>Permit</b>	\$1000 per application \$250 per re-application.	<ul style="list-style-type: none"> <li>Fees due at time of application</li> <li>Re-applications are for requests to increase fleet sizes</li> </ul>
Infrastructure fee per year	\$20 per device fee to build device infrastructure + working with the companies to incentivize better parking, based on approved fleet size	<ul style="list-style-type: none"> <li>Due before a <b>Permit</b> is issued or when fleet size increases; and annually on the anniversary of Permit issuance date</li> </ul>
Security deposit	\$25 per <b>Electric Scooter</b> to a maximum of \$15,000 per <b>Permit Holder</b>	<ul style="list-style-type: none"> <li>Due before a <b>Permit</b> is issued or when fleet size increases</li> </ul>
Per trip fee (No. of trips to be validated through MDS)	@ \$ 0.15 per trip	<ul style="list-style-type: none"> <li>Due at the end of each quarter</li> </ul>

### Per trip fee

A per trip fee will be charged by **The City** to each **Permit Holder**, to be paid at the end of each quarter . This fee will be used to recover any costs associated with actions **The City** may undertake to help run the **Program** and encourage safe use and parking.

Please note the collection of these fees does not release the **Permit Holder** from its educational requirements outlined throughout this Framework.

All **Permit Holders** will be charged a security deposit of \$25/**Electric Scooter** to a maximum of \$15,000 per **Permit Holder**. **The City** will require a security deposit top-up up to the maximum of \$15,000, if any **Permit Holder** drops below \$5,000 at any time during their **Permit**. **Permit Holder** must provide the top up to their security deposit within ten (10) Business Days Notice from **The City**.

Costs incurred by **The City** for property repair or for removing and storing **Electric Scooters** will be charged against this security deposit. This will also be used to recover costs if a **Permit Holder** fails to remove their



**Electric Scooters** from all public right of way, parks and **City** property when their **Permit** expires or is terminated. **The City** will deduct fees from the security deposit to recover its costs of improper parking of **Electric Scooters** in accordance with **section 6.4(i)** of this **Framework**. Where these fees are remitted to **The City** by the **Permit Holder**, **The City** will top up the **Permit Holder's** security deposit by the amount of the remitted fees within a reasonable time.

Costs to relocate or remove **Electric Scooters** will be charged based on the cost to **The City** plus 15% overhead. **For example:** When the City Fire Department retrieve an electric scooter from the river, the **Permit Holder** will be charged the cost to **The City** plus 15% overhead. This amount will be deducted from the security deposit.

**Permit Holders** who cease operations and choose not to continue in the **Program** may request in writing that any remaining security deposit be refunded upon the termination of their **Permit**.

### **Example Fee Calculation**

**Permit Holder A's** application has been approved for a **Permit** and has already paid the application fee of \$1000 for a fleet size of 750 **Electric Scooters**. **Permit** fees would be as follows:

- Infrastructure Fee - \$20 x 750 Electric Scooters = \$15,000
- Security Deposit - \$25 x 750 Electric Scooters = \$18,750 but only required to pay to a maximum of \$15,000
- Actual per trip fee: @\$0.15 per trip payable at the end of each quarter

**Permit Holder A** would be required to pay \$30,000.00 before the **Permit** is issued.

Later on, **Permit Holder A** would like to increase to the **Fleet Size** to 1000 **Electric Scooters**. Extra **Permit** fees would be as follows:

- Re-Application fee of \$250
- Infrastructure Fee - \$20 x 250 Electric Scooters = \$5,000
- Security Deposit - \$25 x 250 Electric Scooters = \$6,250, but only required to pay to a maximum of \$15,000

**Applicants, please note: As per Security Deposit Fees, Permit Holder A would not be required to pay any additional security deposit because they reached a maximum of \$15,000. However, this is assuming no costs had been deducted against the initial Security Deposit.**



## 6. Shared Electric Scooter Program Requirements

### 6.1 General Requirements

It is a condition of the **Permit** that the **Permit Holder** must obtain from the Province any exemptions necessary to allow a **Shared Electric Scooter** to operate on a highway, and comply at all times with the conditions of such exemption, for the duration of the **Permit**.

**Permit Holders** must ensure compliance with all applicable **Legislation** unless otherwise exempted and must ensure they inform **Customers** of all applicable **Legislation** relevant to operating in the **Program**. Nothing in this **Framework**, including the **Permit** Requirements and **Permit** Conditions, relieves a **Permit Holder** from conducting their own due diligence and reviewing all applicable legislation. **The City** encourages the **Permit Holder** to seek legal advice before commencing **Shared Electric Scooter** operations.

**Permit Holders** must acknowledge and clearly communicate to their **Customers**, that **Electric Scooters** are permitted to be operated only in areas approved in **The City's Bylaws**.

**Permit Holders** must acknowledge and clearly communicate to their **Customers**, that **Electric Scooters** are subject to the Criminal Code of Canada (offences relating to conveyances) As per 2018, c.21 (Bill C-46) **Customers** operating **Electric Scooters** while the **Customers** ability to operate it, is impaired to any degree by alcohol or a drug or a combination of alcohol and a drug, is a punishable offence to the full extent of Canadian law.

The **Permit Holders Electric Scooters** maximum assisted speed on flat level ground must be governed to twenty (20) kilometres per hour (km/h) or less.

**Permit Holders** must not rent their **Electric Scooters** to any **Customers** who are under the age of eighteen (18) years old.

**Permit Holders** must not display third party advertising, sponsorships, or sponsored content on **Electric Scooters** without obtaining the prior written approval from **The City**.

**Permit Holders** must agree to indemnify the **Indemnified Parties** for any loss or action arising out of their operations in the **Program** as set out in Appendix B.

**Permit Holders** must put into effect and continuously maintain commercial liability insurance throughout the entire term of the **Permit** that meets the requirements set out in Appendix C, as may be amended from time to time.



**Permit Holders** must provide three (3) free membership accounts to **The City** to assist in the review of the compliance of all requirements set out in the Framework for **Shared Electric Scooter -Program**.

**Permit Holders** must review and be compliant with the Personal Information Protection (PIPA) Act, S.A. 2003 c P-6.5, which governs private-sector organizations, throughout the entire length of the **Program**.

**Permit Holders** must require all **Customers**, as a term and condition of using any **Electric Scooter** supplied in the **Program**, to agree that they understand and will follow all **Legislation**, including **City Bylaws**, unless otherwise exempted, and agree and acknowledge that a failure to abide by any of these legal requirements can lead to rental service being discontinued and future service being refused by the **Permit Holder**.

**Permit Holders** must require all **Customers**, as a term and condition of using any **Electric Scooter** supplied in the **Program**, to sign a release of liability, waiver of Claims and assumption of risk against **The City** as set out in Appendix B.

**Permit Holders** must hold **The City** harmless for any damage that may occur to its **Electric Scooters**, including but not limited to, damage from matters of routine maintenance on the roadways, pathways, sidewalks and boulevard spaces.

Any changes to the **Program** or other notices will be communicated by **The City** to the **Permit Holder** via email at the address provided at the time of **Application**, unless the **Permit Holder** provides a subsequent email address for notification.

## **6.2 Compliance and Rights of Removal**

**Permit Holders** must respond in a satisfactory manner to pedestrian obstructions and safety concerns as soon as possible but no later than two (2) hours from when they become aware of an issue. A satisfactory response includes remedying the concern in a reasonable manner and timeframe.

**The City** will monitor citizen feedback, review on-going **Permit Holder** data requirements, and perform field audits as necessary to ensure **Permit Holders** remain in compliance of all **Permit** Conditions and **Program** Requirements.

**The City** may remove or re-park any **Electric Scooter** parked in violation of the **Permit** or other **City** Bylaws at any time.

If the **Permit Holder** fails to comply with any conditions of the **Permit**, **The City** may, in its sole discretion, modify the **Permit** conditions including reducing fleet sizes, adding additional **Permit** conditions, or **The City** may revoke the **Permit**. If the **Permit** is revoked for failure to comply with the conditions of the **Permit** or for any other reason, the **Permit Holder** must remove its entire fleet from all **City** streets, parks and pathways within 14 days of notice, unless otherwise directed by **The City**. Importantly, in the case of an emergency or immediate threat to public safety, **The City** may take any action it deems necessary to remove the emergency or threat immediately and without notice.



Where **The City** has removed the **Electric Scooters** for any reason, The **City** will deduct from the **Permit Holder** security deposit for any fees, resources, and staff time related to the removal.

### 6.3 Electric Scooter - Conditions

**Permit Holders** must ensure all **Electric Scooters** that are made available for the **Program**, meet the following conditions:

1. Any exemption permit requirements set forth by the Alberta government for Vehicle Equipment;
2. All **Electric Scooters** used in the **Program** must be owned and maintained by the **Permit Holder**;

### 6.4 Riding and Parking Requirements

**Permit Holders** are responsible for informing and educating **Customers** on how to ride and park an **Electric Scooter** properly within their **Service Area** and educate them on all requirements outlined in this permit.

**Permit Holders** must clearly communicate to their **Customers**, that **Electric Scooters** are permitted to be operated /ridden only on areas approved in **The City's Bylaws**. In the absence of an approved area the **Customer** must dismount and walk the **Electric Scooter**. Note that **The City's Bylaws** have changed since the **Pilot**.

The **Permit** does not authorize the parking and riding of **Electric Scooters** on property other than **City** owned property. It is expected that **Permit Holders** will seek and maintain agreements with third parties in order to access their property, such as university campuses, Stampede Park, the airport, malls and on all other private or non-**City** property.

**Permit Holders** must educate **Customers** to not ride or operate **Electric Scooters** in locations within or on:

- a. Areas not approved in **The City's Bylaws**.
- b. Calgary Transit vehicles;
- c. C-Train platforms, C-Train stations, Transit terminals, MAX stations, Transit ways and Bus zones;
- d. Buildings;
- e. Plus Fifteen (+15) skyway network; and
- f. Calgary Parking parkades;

**Permit Holders** must educate the **Customer** of the requirements that **Electric Scooters** are only allowed on C-Train vehicles during off-peak hours. At no time can a **Customer** ride on a C-Train platform or in a C-Train vehicle.



(a) No-Riding and No-Parking Zones

**Shared Scooters** are not permitted to be used in the 7<sup>th</sup> Avenue Transit Corridor as per subsections 14(14)(g) and (h) of the Transit Bylaw 4M81. This corridor also includes all the sidewalks along 7 Avenue Transit Corridor between 4 Street east and 11 Street west and areas immediately adjacent to station platforms for the train.

**Permit Holders** must **Geo-Fence** this area **In-app** and ensure **Customers** are informed on how to operate in this area. **The City** may create designated areas near each station for **Electric Scooters** to be parked.

Other no-riding and no-parking zones may be designated by **The City** from time to time and the **Permit Holders** must **Geo-fence** designated parking areas, no parking and no riding zones, or other locations, at the request of **The City**. **Permit Holders** will be responsible for marking these areas appropriately on their **In-App** software within 7 days of notice, and ensure **Customers** are informed on how to operate in these areas. No-riding and no-parking zones could be in place for long or short term periods.

The **Permit Holder** must use **Geo-fence** technology and have **In-App** ability to communicate by text or **In-App** alert, or decelerate and ultimately stop their **Electric Scooters** alerting the **Customer** that the **Electric Scooter** is being ridden or parked in a specific non-permitted area.

(b) General Parking

**Electric Scooters** belonging to the **Permit Holder** may be parked on **City** Sidewalks, in **City** Parks and adjacent pathways, subject to all Federal, Provincial and **City** Legislation and any further parking requirements set out below.

All parked **Electric Scooters** must remain in an upright position with both wheels in contact with the ground.

Any **Electric Scooter** that is parked in one location for more than five (5) consecutive days without moving, must be removed from that location by the **Permit Holder**. If the **Electric Scooter** remains in one location after five (5) days, it may be removed by **The City** without prior notice to the **Permit Holder**, and taken to a **City** storage area at full expense to the **Permit Holder**. Please refer to section 5.4 for charge back.

**Permit Holder** must review and understand the Public Realm Design section outlined in the Complete Streets Guide. The zones of the public realm are also shown in Appendix D of the Framework, Figure 1.1 and Figure 1.2.

The following zone definitions are required for the interpretation of parking requirements for sidewalks and streets. They are as follows:

1. Sidewalk zone means the area intended for pedestrian movement and requires at least a 2-metre space between the Frontage zone and Furniture zone to be clear of all obstacles, and parked **Electric Scooters** at all times;



2. **Furniture Zone** means the area of the sidewalk used for all street furniture, street lights, recycling and waste receptacles, bicycle racks, and acts as a buffer between the roadway and the sidewalk zone. The surface of this zone may be concrete, asphalt, gravel or grass covered;
3. Frontage zone means the area for outdoor seating and display, as well as signage. This zone can be either public or private property, but this **Permit** does not allow for **Electric Scooters** to be parked in this zone;
4. Edge zone means the interface area of the sidewalk between the Parking/Driving zones and the Furniture **Zones**. It is measured as 0.6 metres from the face of curb and must be clear of parked **Electric Scooters** at all times;
5. The parking zone is the area of the roadway for parking of vehicles; and
6. The driving zone is the area of the roadway for vehicle operations and movements.

(c) Sidewalk Parking

**Permit Holders** that do not require **Electric Scooters** to be locked to a fixed object must ensure that:

1. **Electric Scooters** are parked in a **Furniture Zone** and must not be parked in a way that obstructs or interferes in the Sidewalk zone or Edge zone at any time;
2. In the absence of a **Furniture Zone**, **Electric Scooters** must not be parked in a way that impedes pedestrians moving through the Sidewalk zone and Frontage zone to access any buildings. **Electric Scooters** must be parked next to the edge zone leaving at least 2.0 metres of sidewalk zone unobstructed for pedestrian movements. **Electric Scooters** must not be parked where these minimum distance requirements cannot be met.

**Permit holders** that require **Electric Scooters** to be locked to a fixed object must ensure that **Electric Scooters** are not locked to anything other than a **City** Bicycle rack or in a designated parking area. **Electric Scooters** must not be locked to:

1. Transit stop signs or shelters;
2. Benches;
3. Fire hydrants;
4. Ramp or staircase railings;
5. Traffic control signs;
6. Patios;
7. Utility infrastructure;
8. Street lights and power poles; and
9. Trees.

(d) Street Parking

Parking **Electric Scooters** on the street in the Parking Zone will be allowed in residential areas, wherever a vehicle may be legally parked. On streets where a Residential Parking Permit is required for vehicles, **Electric Scooters** may only be parked in the Parking Zone within 5 metres of an intersection. However, **Electric Scooters** may not be parked on a street within a Park Plus payment zone, unless it is a designated parking area for **Electric Scooters**.



**Electric Scooters** must not be parked in a way that impedes vehicular traffic from moving on the roadway or accessing driveways and must not be parked in the Driving zone at any time.

**Electric Scooters** must not be parked in locations within or on:

1. C-Train stations, Bus terminals, MAX stations, and Bus zones, except in designated parking areas;
2. Loading zones;
3. Accessible parking zones;
4. Wheelchair ramps, Bicycle ramps or curb ramps;
5. Bridges;
6. Center median islands;
7. Within 1.5 metres of an access to a garage or driveway;
8. Street furniture that requires pedestrian access (benches, pay parking station, bus shelters);  
or
9. Within shrub beds or within 0.5 metres of trees.

(e) Within City Park Spaces

**Electric Scooters** must not be parked on a pathway or within 1.0 metre of either side of a pathway, as shown in Appendix D in Figure 1.3.

**Electric Scooters** can be parked within the **Furniture Zone** along the Eau Claire and Riverwalk promenades, the shared use space along the south side of the Bow River from The Elbow River Traverse to 10 St SW, provided that they do not impede pedestrian access to furniture (benches, garbage cans, information signs, etc.). **Electric Scooters** must be parked in a way that leaves at least 2.0 metres of unobstructed space for pedestrian movements.

**Electric Scooters** must not be parked within shrub beds or parked within 0.5 metres of a tree.

**The City** may create designated parking areas in any Parks spaces where **Electric Scooter** parking causes concerns for **City** operations or the public.

(f) Designated Parking Areas

**The City** anticipates designating **Electric Scooter** parking areas in high pedestrian traffic locations such as business improvement areas, transportation hubs or in other public spaces. The purpose of these parking areas is to provide an orderly and intuitive location to place **Electric Scooter** and will not necessarily require racks to lock **Electric Scooters** physically.

**The City** will determine where designated parking areas will be required. **Permit Holders** will be able to suggest locations, but **The City** will provide final assignments and timelines for installation of these designated parking areas. **The City** will be responsible for the installation and maintenance of these designated parking areas. **Permit Holders** will be responsible for marking these areas appropriately on their **In-App** software. **The City** may cap the number of **Electric Scooters** allowed to be staged within each designated parking area.





(g) Temporary Parking Restrictions

**The City** may impose temporary **Electric Scooter** parking restrictions due to construction, parades, festivals, public gatherings or other situations affecting the normal operation of the right-of-way. Where **The City** has done so, a **Permit Holder** will be responsible for marking these areas appropriately on their **In-App** software within 7 days of notice and ensure **Customers** are informed on how to operate in these areas.

(h) Temporary Fleet Removal

Upon direction of **The City** due to a major weather event, emergency event, or other situations requiring immediate action, the **Permit Holder** must collect and secure all, or a portion of, the **Permit Holder's Electric Scooters** to a location outside of the public right-of-way or to a location that does not otherwise impede **The City's** access and response to the situation for the duration of the event.

**THE CITY MAY UPDATE, ADD, AND OR CHANGE ANY PARKING REQUIREMENTS IN RESPONSE TO ISSUES THAT COME TO LIGHT DURING THE OPERATION OF THE PROGRAM. ANY CHANGES WILL BE CIRCULATED TO PERMIT HOLDERS.**

(i) Improper Parking Fees

To reduce the number of **Electric Scooters** improperly parked by **Customers**, **The City** has the right to document **Electric Scooters** improper parking, and inform the **Permit Holder** of the same. It is the responsibility of the **Permit Holder** to communicate with the **Customer** regarding the improper parking. If the improper parking cannot be disproved by the **Permit Holder** by providing an end trip photo or other evidence to **The City** as required by the **Permit Holder** within fourteen (14) business days, a \$10 fee per instance of improper parking will be deducted by **The City** from the **Permit Holder's** security deposit. The **Permit Holder** may charge back the parking fee to the **Customer**. The **Permit Holder** is able to charge a reasonable surcharge (e.g. \$5) to recover their administrative costs, but must inform the **Customer** of the cost breakdown of the charge (e.g. **City** parking infraction fee: \$10, **Permit Holder** surcharge: \$5).

The **Permit Holder** will periodically review **Customer** end trip photo(s) or any other evidence that the **Permit Holder** may require and issue fees for improperly parked **Electric Scooters**. Improper parking fees collected by **Permit Holder** must be deposited with **The City**, along with a detailed accounting of the collection of the fees, on a quarterly basis. If **The City** has deducted improper parking fees from the security deposit from a **Permit Holder**, which fees are then paid to **The City** and accounted for, **The City** will top up the **Permit Holder** security deposit by the amount so paid, in a reasonable time following the payment and accounting of these amounts.

All information and accounting and other records related to parking fees administered, collected, and remitted by the **Permit Holder** must be maintained by the **Permit Holder** for a minimum of **02 years** following the expiration or revocation of the **Permit**, and must be made available to **The City** upon request. **The City** reserves the right to conduct an audit of the **Permit Holders** records in respect of this paragraph



(i), including any payments made by or to **The City**. This paragraph (i) will survive the expiration or revocation of the **Permit**.

## **6.5 Operations and Maintenance**

**Permit Holders** must operate 7 days a week during the **Operating Season**. **Permit Holders** must cease operations during the **Winter Season**.

**Permit Holders** must have staffed operations located within **The City** for the purpose of **Electric Scooter** maintenance, **Rebalancing**, collection, and retrieval.

**Permit Holders** must have a 24-hour **Customer** service phone number and email that is monitored 24 hours a day, 7 days a week during the **Operating Season**, so the public can report safety concerns, complaints, or ask questions.

**Permit Holders** are required to remedy any **Electric Scooter** parked in contrary to the **Permit** requirements or other **City Bylaws** and must be re-parked in a correct manner or removed by the **Permit Holder** within two (2) hours of receiving a “improper parking” notice from **The City** under paragraph 6.4(i) of this **Framework**.

**Permit Holders** must remove any inoperable **Electric Scooter** or any **Electric Scooter** that is not safe to operate as soon as possible. Once notified of an issue, the **Permit Holder** must remotely lock down the **Electric Scooter** as soon as possible, to ensure it cannot be used and remove within 48 hours failing which **The City** will remove and charge back as per section 5.4.

**Permit Holders** must provide **The City** with a direct contact for staff that are capable of **Rebalancing Electric Scooters**.

**Permit Holders** must rebalance any **Electric Scooters** within two (2) hours of receiving notice. If notice is brought to the attention of the **Permit Holder** between the hours of 10:00 pm – 6:00 am, **Electric Scooters** must be rebalanced no later than 8:00 am on the same morning they were notified.

**Note:** A **Rebalancing Electric Scooter** notice is not the same as an **Electric Scooter** improper parking notice or safety concern notice.

**Permit Holders** must acknowledge that allowing **Electric Scooter** to be parked outside increases exposure to snow, water and gravel that may be deposited on the spaces adjacent to or on streets, sidewalks, and pathways during **City** street maintenance activities. These materials can contain hydrocarbons and salt residues, which may result in premature wear of **Electric Scooters** components. **The City** is not responsible for any such wear to **Electric Scooters** or their components, or for the cost of any additional maintenance, repair or replacement that may be required.

**Permit Holders** must take steps to inspect, repair and maintain all **Electric Scooters** so as to ensure public safety.



## 6.6 Customer Experience, Education, and Encouragement

**Permit Holders** are responsible for informing its **Customers** on how to use its services, how to ride and park its **Electric Scooters** legally and in compliance with any requirements set out in this Framework and applicable **Legislation**.

**Permit Holders** must encourage **Customers** to wear a helmet **In-App** and on their company website.

**Permit Holders** must create and maintain a company website and/or a social media platform that clearly states the terms and conditions, including **Customer** instructions, privacy policies, and all rental fees and costs associated with **Electric Scooter** use.

**Permit Holders** must provide a discount rate program plan to **The City**. The plan must detail how the **Permit Holder** could provide services that are affordable, accessible and equally distributed for low-income residents of Calgary.

**Permit Holders** must forward periodic updates to **Customers** of any information required to be provided under this **Framework** by **The City**.

**Permit Holders** must provide targeted community outreach at their own cost to inform the citizens of Calgary about the **Shared Electric Scooter Program**, their **Electric Scooters**, systems, and policies. Target community outreach includes:

1. Participation or attendance at public meetings and events;
2. Participation or attendance at community-led events or gatherings;
3. Meeting with Business Improvement Areas (BIA's), community associations, business owners, and other groups in the **Service Area**; and
4. Hosting community events within the **Service Area**.

## 6.7 Data Sharing and Reporting

**Permit Holders** must comply with the following data sharing requirements:

1. **Permit Holders** must supply an **Electric Scooter** inventory list to **The City** complete with each unique identifier number and serial number before making any **Electric Scooter** available for rent;
2. **The City** requires access to historical **Trip** and fleet status changes, which must be stored by the **Permit Holder** and made accessible to **The City** at any time during the **Permit**, and for at least six months after the **Permit** ends. Unless otherwise stated, this data should comply with

the Mobility Data Specification (MDS) (<https://github.com/CityOfLosAngeles/mobility-data-specification>) outlined in the data tables in Appendix E – Item E.2 and E.3;

3. To ensure that **Electric Scooter** locations are known, even when not in use, all **Electric Scooters** must have a location tracking component that is affixed to itself. This excludes phone-based location services information (i.e. Bluetooth technology);
4. The **Permit Holder** must collect and make data available for improper parking occurrences reported and the responses to each of them. This will include improper parking reported by **The City**, general public, **Customers** and the **Permit Holder**;

The **Permit Holder** must generate a data record that describes each improper parking report, the location of the **Electric Scooter** if possible, the time it was reported, the time it was responded to and the action that was taken. This data should comply with the Mobility Data Specification (MDS) (<https://github.com/CityOfLosAngeles/mobility-data-specification>) outlined in the data tables in Appendix E – Item # E.4;

5. The **Permit Holder** must collect and make data available for all known incidents in which their **Electric Scooter** was involved in a collision, accident, injury or property damage and make this data available upon request. This data should comply with the Mobility Data Specification (MDS) (<https://github.com/CityOfLosAngeles/mobility-data-specification>) outlined in the data tables in Appendix E – Item #E.5;
6. All **Permit Holders** must generate a publicly available real-time data API(s) or endpoints online in the General Bikeshare Feed Specification (GBFS) (<https://github.com/NABSA/gbfs>) and Mobility Data Specification (MDS) format so that map and transportation based apps can easily incorporate this data into their platforms. The data must be available under an open data license. This data must expose 1. Trips, 2. Status changes, 3. Vehicles and 4. A real-time status about the system and **Electric Scooters** available for use and must be consistent with the most current GBFS . The **Permit Holder** must inform **The City** of the location of the feed on the internet and any changes that are made to the type of information being published;
7. The **Permit Holder** shall maintain compliance with the most current published version of MDS, including the addition of any new application programming interfaces (APIs) or fields not listed in these permit requirements, unless **The City** provides a written exception.
8. The **Permit Holder** will provide API access on an ongoing basis during the **Permit** so that **The City** can access and locally store all of the data shared under the conditions of this **Permit**;



9. The **Permit Holder** must make all data accessible to **The City** and to such third-party data aggregator, contractor or subcontractor as **The City** may require from time to time. All data shared with **The City** or any third-party contractor of **The City** shall be anonymized.
10. The **Permit Holder** will make data accessible for the purposes on academic and educational research and is encouraged to collaborate with academic institutions for the purpose of knowledge generation.
11. The **Permit Holder** must meet all the conditions for data, sharing and reporting for the **Permit** set out in Appendix E at all times during the **Permit**; and
12. Failure to comply with these conditions could result in the revocation of the **Permit**. All data sharing requirements outlined in this section 6.7 will survive the expiration or revocation of the **Permit**.

## 6.8 Survey

**Permit Holders** must conduct an opt-in **Customer** survey at least once **every 6 months**. A **Permit Holder** must conduct a survey on behalf of **The City** once in each calendar year. A set list of 5-10 survey questions to be asked of the **Customers** will be provided by **The City** to be included in the annual survey. The **Permit Holder** must include these questions and may include other questions, subject to approval of **The City**. Gender will be reported by male, female, and other. Age will be reported in these age groups: 17 and under, 18-24, 25-34, 35-44, 45-54, 55-64, 65 and over.

Survey results, showing the response and feedback, must be shared with **The City** in a .pdf, .xls or .csv format. Survey results must be provided to **The City** no later than 30 days after the survey periods have ended.

## 6.9 Data Privacy

**Permit Holders** must employ an electronic payment system that is compliant with the Payment Card Industry Data Security Standards (PCI DSS).

**Permit Holders** must provide and at all times comply with a privacy policy that safeguards **Customers'** personal, financial, and travel information and usage including, but not limited to, **Trip** origin and destination data, in accordance with applicable **Legislation**. **Permit Holders** agree to make its policies, procedures and practices regarding data security available to **The City**, upon request, and further agrees that **The City** reserves the right to hire a third party to perform a security audit at any time during the **Permit Term**, or at any time **The City** determines that an audit is warranted. This paragraph shall survive the expiration or revocation of the **Permit**.



**Permit Holders** must provide **Customers** with the opportunity to explicitly assent to any terms of service, or user agreements. Separately, **Customers** must have the ability to decline to share any data not required to enable the **Permit Holder** to process and complete the transaction. The **Customers** options with regard to these requirements must be clearly stated and easily accessed by the **Customer**.

**Permit Holders** must not claim any legal right in its terms of use, privacy policy, or elsewhere to institute retroactive changes to its privacy policy and must provide an opportunity for the **Customer** to explicitly assent prior to any changes to its data practices, including uses of data the **Permit Holder** collected under a prior policy.

#### **6.10 Program Success and Ridership**

The City of Calgary would like **Permit Holder** to succeed in the **Program** and expect to achieve at least 30% share of the total ridership in Calgary for the period under review for example in a calendar year or annually on the anniversary date of **Permit** issuance date. If the **Permit Holder** fails to achieve a minimum of 30% share of the total ridership in Calgary, then **The City** reserves the right to review **Permit Holder** performance and direct **Permit Holder** to take necessary steps to achieve the minimum target.

#### **6.11 Fleet size and Service area**

i. **The City** reserves the right to adjust the fleet size under each **Permit** to ensure satisfactory service level and may direct **Permit Holder** to provide services in areas that **The City** may deem necessary to maintain equitable access of micromobility services offered by the **Permit Holder**.

ii. The **Permit Holder** may request **The City** to consider increasing the fleet size, and **The City** reserves the right to either approve or decline the request at its own discretion. Increase in fleet size may be considered if the **Permit Holder** addresses parking and accessibility concerns caused by e-Scooters, and provides one or more of the following: bikes, e-bikes or other approved micromobility devices; provide service in unserved areas, fostering more equitable access and better transportation connectivity for Calgarians; and provide investment in the local economy by locating jobs or research & development services in Calgary. These could include offering to undertake technology-based research and development to further improve micromobility services and initiatives.



#### **6.12 Reporting and Reporting platform**

**Permit Holder** is required to provide access to a third-party platform for the purpose of monitoring and reporting real – time and operational data. **The City** would encourage **Permit Holders** to collaborate and use the same platform for the purpose of standardization.

**Permit Holder** will provide a copy to **The City** of any reporting and data provided to the Province of Alberta pursuant to the requirements of the exemption.

#### **6.13 New Facility Construction or Upgrade**

**The City** may request from time to time that the **Permit Holder** provide parking/charging facility at certain designated areas in **The City** for smooth operation of the **Program**. The **Permit Holder** will not unreasonably refuse such request from **The City**.

#### **6.14 Occupational Health and Safety**

**The City** is guided by the Occupational Health and Safety directives. The **Permit Holder** must have a Corporate Occupational Health and Safety plan.

#### **6.15 COVID Safety protocol**

**The City** is guided by the Health and Safety directives and recommendations issued by the appropriate Provincial authority. The **Permit Holder** will implement any such directives and recommendations at its own expense.

#### **6.16 Mobility as a Service (MaaS)**

To remain at the forefront of this emerging trend and coordinate with the many existing technologies used within Calgary Transit and other mobility operators within Calgary; Calgary Transit may engage **Permit Holders** in its development of a **MaaS** product, and **Permit Holders** will assist in advancing this work.

#### **6.17 Ancillary Revenue**

**Permit Holder** will seek prior approval from **The City** for any ancillary revenue stream that is being considered and will be associated with the micromobility **Program**. **Ancillary Revenue** is the revenue that may be derived from goods and services other than the rental rates collected by **Permit Holder** from **Customer**.



#### **6.18 Single Point of Contact (SPOC)**

**Permit Holder** must provide a single point of contact (SPOC) within their organization for the purpose of all communications and notices under this **Permit**. Any change to the SPOC must be communicated to **The City** as soon as possible and no later than 05 business days of a change occurring. The SPOC will handle all requests and inquiries from **The City**.

- 7. Appendix A: Sample Permit with Conditions**
- 8. Appendix B: Indemnity and Release of Liability and Others**
- 9. Appendix C: Insurance Requirements**
- 10. Appendix D: Parking Reference Material**
- 11. Appendix E: Data Tables**
- 12. Appendix F: Corporate Signing Authority Affidavit and Witness Affidavit**

[End of Document]



## Appendix A: Sample Permit with Conditions

### Shared Electric Scooter Permit

#### Authorization

**Permit Holder:** \_\_\_\_\_

**Permit Number:** \_\_\_\_\_

**Date of Issue:** \_\_\_\_\_

This **Permit** authorizes the **Permit Holder** to engage in **Shared Electric Scooter** activities in The City of Calgary pursuant to section 5(b)(5) and (c) of Calgary Street Bylaw 20M88, section 30 of the Calgary Parks and Pathways Bylaw 11M2019, and section 29 of the Calgary Traffic Bylaw 26M96.

\_\_\_\_\_  
Director, Roads

\_\_\_\_\_  
Director, Calgary Parks

\_\_\_\_\_  
Director, Calgary Transit

\_\_\_\_\_  
Traffic Engineer

The **Permit** is valid from MM/DD/YYYY to MM/DD/YYYY.

#### GENERAL PROHIBITIONS AND CONDITIONS:

The **City** may refuse any **Permit** application or **Permit** extension or re-application request, and may amend, vary or revoke the **Permit** at any time. The **Permit Holder** must comply with all **City Bylaws**, and **Provincial and Federal Laws**. Failure to comply with any conditions of the **Permit** may risk having the security deposit being deducted from, revocation of the **Permit**, and may lead to charges under the Street Bylaw, Traffic Bylaw or Parks and Pathways Bylaw.

Before accepting this **Permit**, the **Permit Holder** must read all the requirements set out in the Framework for **Shared Electric Scooter Program** and upon receipt of a **Permit** must agree to comply with all of the terms and conditions stated therein.

**The City** will notify the **Permit Holder** of any changes to the conditions of the **Permit** and the time period for which to comply.

The **Permit Holder** is encouraged to seek legal advice before signing and agreeing to comply with all conditions in this **Permit**.

#### **CONDITIONS OF PERMIT:**

1. The **Permit Holder** must comply with all requirements and conditions contained within the Application documents and the Framework for **Shared Electric Scooter** (the “Framework”), including all requirements set out in the Application Process and **Permit** Requirements sections of the Framework, including but not limited to the following:
  - a. the **Permit Holder** must have all **Customers** sign a RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISKS AGREEMENT against **The City**, as required in Appendix B of the Framework;
  - b. the **Permit Holder** must continue to agree to all terms and conditions agreed to as an **Applicant** for a **Permit** to participate in the **Program** including the RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISKS agreed to as part of the Application Submission, a copy of which is attached to this **Permit** as **Schedule “A”**;
  - c. the **Permit Holder** must submit all fees required under the Framework;
  - d. the **Permit Holder** must respond to all pedestrian obstructions or safety concerns as soon as possible, but not later than 2 hours from when the **Permit Holder** becomes aware of an issue;
  - e. the **Permit Holder** must comply with any changes to the **Program**, including the **Program** Requirements or **Permit** conditions within the period specified by **The City**;
  - f. the **Permit Holder** must comply with all riding and parking requirements specified in the Framework, in addition to any requirements contained in **City**, Provincial or Federal legislation;
  - g. the **Permit Holder** must comply with all operations and maintenance requirements as specified in the Framework; and
  - h. the **Permit Holder** must comply with all data sharing and reporting requirements as set out in the Framework. This obligation will survive the expiration or revocation of the **Permit**.

2. The **Permit Holder** must obtain insurance and agrees to indemnify **The City** as follows:

**Indemnity:**

The **Permit Holder** hereby agrees to indemnify, defend and hold harmless the **Indemnified Parties** from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, (collectively, "Claims"), by whomever made, sustained, incurred, brought or prosecuted, including bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the **Permit Holder**, its subcontractors or their respective directors, officers, agents, employees, partners, affiliates, volunteers or independent contractors in the course of performance of the **Permit Holder's** obligations under, or otherwise in connection with, the **Permit**. The **Permit Holder** further agrees to indemnify, defend and hold harmless the **Indemnified Parties** from any Claims to which the **Indemnified Parties** may be put or suffer by reason of any breach of the **Program** by any Act, Regulation, bylaw, or rule. The **Permit Holder** further agrees to indemnify and hold harmless the **Indemnified Parties** for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, by any person, entity or organization, including, without limitation the **Indemnified Parties**, claimed or resulting from such Claims. The obligations contained in this paragraph will survive the termination or expiry of the **Permit**.

**Insurance Requirements**

1. Throughout the term of this **Program**, the **Permit Holder** will, at its own cost and expense, with insurance companies satisfactory to **The City** and allowed by the laws of the Province of Alberta to provide insurance in Alberta, maintain the following insurance coverage:
  - (a) general liability insurance for bodily injury (including death) and property damage in an amount not less than TEN MILLION (\$10,000,000.00) DOLLARS CND per occurrence. A combination of Commercial General Liability, Umbrella Liability, and/or Excess Liability insurance policies may be used. This coverage must be equivalent to coverage afforded by the most recent version of the IBC 2100 policy, and must include:
    - i) **The City of Calgary** as an additional insured;
    - ii) a cross liability clause;
    - iii) blanket contractual liability coverage;
    - iv) a non-owned automobile liability clause;
    - v) products and completed operations coverage;
    - vi) the waiving of every right of subrogation by the insurance company or companies against **The City** arising out of or in any way connected with the performance of the **Program**; and

- vii) no participant's exclusionary clause.
- (b) property insurance on an "All Risks" basis for the full replacement cost of all property owned and/or operated by the **Permit Holder**;
- (c) An automobile third party liability insurance policy (Owner's form) for bodily injury (including death) and property damage in an amount of not less than TWO MILLION DOLLARS (\$2,000,000) CDN inclusive limit for any one occurrence insuring each and every automobile used in the performance of this **Program**;
- (d) the **Permit Holder** will maintain Cyber and privacy liability insurance covering actual or alleged acts, errors or omissions committed by the **Permit Holder** its agents, subcontractors, or employees in an amount not less than TWO MILLION DOLLARS (\$2,000,000) CDN inclusive limit for any one occurrence. The policy shall include coverage for cyber security risks (such as data breaches, unauthorized access/use, ID theft, privacy violations, degradations, and downtime), failure to protect confidential information from disclosure, personal injury, and infringement of intellectual property, including copyrights and trademarks, defense of any regulatory action involving a breach of privacy and notification costs, whether or not required by statute. **The City** shall be endorsed as an additional Insured, and the policy will include no provision that would prevent, preclude, or exclude a claim brought by **The City**; and
- 2. The **Permit Holder** will be responsible for all deductibles that may apply in any of the required insurance policies.
- 3. The **Permit Holder** covenants and agrees that **The City's** insurance requirements will not be construed to and will not, in any manner, limit or restrict the liability of the **Permit Holder**.
- 4. The insurance requirements set out above will be primary and **The City's** insurance will be non-contributory.
- 5. The **Permit Holder** agrees that **The City**, acting reasonably, may require the **Permit Holder** to carry new types, forms and amounts of insurance. **The City** may require these changes once a year during the term of the **Program**. The **Permit Holder** will make any changes to the insurance within THIRTY (30) DAYS of being notified.

## 1.1 Proof of Insurance

- 1. The **Permit Holder** will provide **The City** with proof of the insurance required by this **Program** in the form of valid certificates of insurance and that confirm the required coverage, before the execution of the **Program** by **The City**, and renewal replacements on or before the expiry of any such insurance. The **Permit Holder** will ensure that each of its subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the subcontractor would maintain and that the **Indemnified Parties** are named as additional insured with respect to any liability arising in the course of performance of the subcontractor's obligations under the subcontract.

### 3. Permit Fee Summary Calculation

Fee Type	Fee Amount	Fee Information	Units	Subtotal
Infrastructure fee	\$20 per device fee to build device infrastructure + working with the companies to incentivize better parking, based on approved fleet size	• Due before a Permit is issued or when fleet size increases; and annually on the anniversary of Permit issuance date	750	\$15000.00
Security deposit	\$25 per <b>Electric Scooter</b> to a maximum of \$15,000 per <b>Permit Holder</b>	• Due before a <b>Permit</b> is issued or when fleet size increases	750	\$15000.00
<b>Subtotal of Fees</b>				\$30,000.00
			GST	
			TOTAL	
Per trip fee (No. of trips to be validated through MDS)	@ \$ 0.15 per trip	• Due at the end of each quarter	As per MDS	To be calculated at the end of each quarter
			GST	
			TOTAL	

4. The **Permit Holder** may sign this **Permit** by handwritten signature or Electronic Signature (as set out below) and either will be considered sufficient to bind the **Permit Holder**;
5. By submitting this **Permit** with an Electronic Signature, the **Permit Holder** is deemed to have consented to the use and acceptance of such Electronic Signature and acknowledges that such Electronic Signature has the same force and effect as a handwritten signature; and
6. This **Permit** may be executed and scanned and delivered by electronic transmission and when so executed and delivered to **The City**, will be deemed an original.
7. **Upon signing and making payment in full, the Permit Holder is deemed to have read, understood and agreed to all requirements and conditions outlined in the Permit. A fully executed Corporate Signing Authority Affidavit and Witness Affidavit (see Appendix F of the Framework for a sample) must be attached with this signed copy of this Permit before the Permit will be issued.**

\_\_\_\_\_  
PRINT FULL LEGAL NAME OF THE COMPANY

\_\_\_\_\_  
Witness Signature

Per: \_\_\_\_\_  
(Corporate seal or Signature of Authorized Corporate Agent)

\_\_\_\_\_  
(Print name here)

\_\_\_\_\_  
(Print name here)

Per: \_\_\_\_\_  
(2<sup>nd</sup> Signature of Authorized Corporate Agent if required)

\_\_\_\_\_  
(Print name here)

**Schedule "A"**

**Copy of Document**

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISKS**

[Copy of Document is attached]

## **Appendix B: Indemnity and Release of Liability and Others**

### **Indemnity and Release of Liability, Waiver of Claims and Assumption of Risk for all Customers**

#### **1.1 Indemnity**

- (1) The **Permit Holder** hereby agrees to indemnify, defend and hold harmless the **Indemnified Parties** from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, (collectively, “Claims”), by whomever made, sustained, incurred, brought or prosecuted, including bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the **Permit Holder**, its subcontractors or their respective directors, officers, agents, employees, partners, affiliates, volunteers or independent contractors in the course of performance of the **Permit Holder’s** obligations under, or otherwise in connection with, the **Permit**. The **Permit Holder** further agrees to indemnify, defend and hold harmless the **Indemnified Parties** from any Claims to which the **Indemnified Parties** may be put or suffer by reason of any breach of the **Program** by any Act, Regulation, bylaw, or rule. The **Permit Holder** further agrees to indemnify and hold harmless the **Indemnified Parties** for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, by any person, entity or organization, including, without limitation the **Indemnified Parties**, claimed or resulting from such Claims. The obligations contained in this paragraph will survive the termination or expiry of the **Permit**.

#### **1.2 Release of Liability, Waiver of Claims and Assumption of Risk for all Customers**

1. The **Permit Holder** must require all **Customers**, as a term and condition of using any **Electric Scooter** in the **Program**, to release **The City** from all claims, actions, damages, liabilities, losses, costs and expenses whatsoever as may be suffered by any **Customer** arising from or related to the use of **Electric Scooters** within the City of Calgary, and provide **The City** with proof of acceptance of such terms and conditions by each **Customer** upon request. The obligations contained in this paragraph will survive the termination or expiry of the **Permit**.

**[End of Document]**



## Appendix C: Insurance Requirements

### 1.1 Insurance Requirements

1. Throughout the term of this **Program**, the **Permit Holder** will, at its own cost and expense, with insurance companies satisfactory to **The City** and allowed by the laws of the Province of Alberta to provide insurance in Alberta, maintain the following insurance coverage:

(a) general liability insurance for bodily injury (including death) and property damage in an amount not less than TEN MILLION (\$10,000,000.00) DOLLARS CDN per occurrence. A combination of Commercial General Liability, Umbrella Liability, and/or Excess Liability insurance policies may be used. This coverage must be equivalent to coverage afforded by the most recent version of the IBC 2100 policy, and must include:

- i) **The City of Calgary** as an additional insured;
- ii) a cross liability clause;
- iii) blanket contractual liability coverage;
- iv) a non-owned automobile liability clause;
- v) products and completed operations coverage;
- vi) the waiving of every right of subrogation by the insurance company or companies against **The City** arising out of or in any way connected with the performance of the **Program**; and
- vii) no participant's exclusionary clause.

(b) property insurance on an "All Risks" basis for the full replacement cost of all property owned and/or operated by the **Permit Holder**;

(c) An automobile third party liability insurance policy (Owner's form) for bodily injury (including death) and property damage in an amount of not less than TWO MILLION DOLLARS (\$2,000,000) CDN inclusive limit for any one occurrence insuring each and every automobile used in the performance of this **Program**;

(d) the **Permit Holder** will maintain Cyber and privacy liability insurance covering actual or alleged acts, errors or omissions committed by the **Permit Holder** its agents, subcontractors, or employees in an amount not less than TWO MILLION DOLLARS (\$2,000,000) CDN inclusive limit for any one occurrence. The policy shall include coverage for cyber security risks (such as data breaches, unauthorized access/use, ID theft, privacy violations, degradations, and downtime), failure to protect confidential information from disclosure, personal injury, and infringement of intellectual property, including copyrights and trademarks, defense of any

regulatory action involving a breach of privacy and notification costs, whether or not required by statute. **The City** shall be endorsed as an additional Insured, and the policy will include no provision that would prevent, preclude, or exclude a claim brought by **The City**; and

2. The **Permit Holder** will be responsible for all deductibles that may apply in any of the required insurance policies.
3. The **Permit Holder** covenants and agrees that **The City's** insurance requirements will not be construed to and will not, in any manner, limit or restrict the liability of the **Permit Holder**.
4. The insurance requirements set out above will be primary and **The City's** insurance will be non-contributory.
5. The **Permit Holder** agrees that **The City**, acting reasonably, may require the **Permit Holder** to carry new types, forms and amounts of insurance. **The City** may require these changes once a year during the term of the **Program**. The **Permit Holder** will make any changes to the insurance within THIRTY (30) DAYS of being notified.

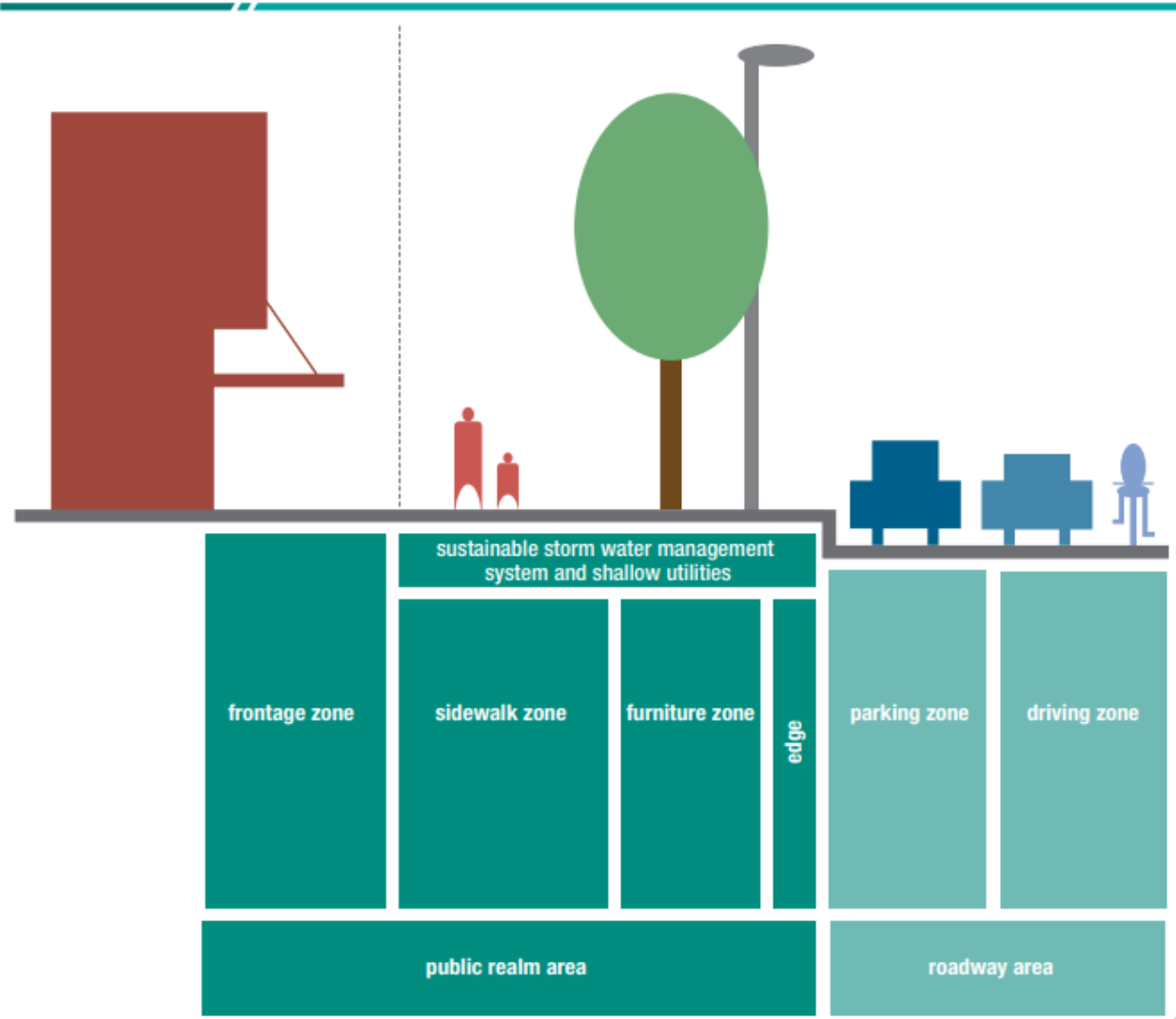
## **1.2 Proof of Insurance**

6. The **Permit Holder** will provide **The City** with proof of the insurance required by this **Program** in the form of valid certificates of insurance and that confirm the required coverage, before the execution of the **Program** by **The City**, and renewal replacements on or before the expiry of any such insurance. The **Permit Holder** will ensure that each of its subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the subcontractor would maintain and that the **Indemnified Parties** are named as additional insured with respect to any liability arising in the course of performance of the subcontractor's obligations under the subcontract.

**[End of Document]**

Appendix D: Parking Reference Material

Figure 1.1 Public Realm Components and Zones

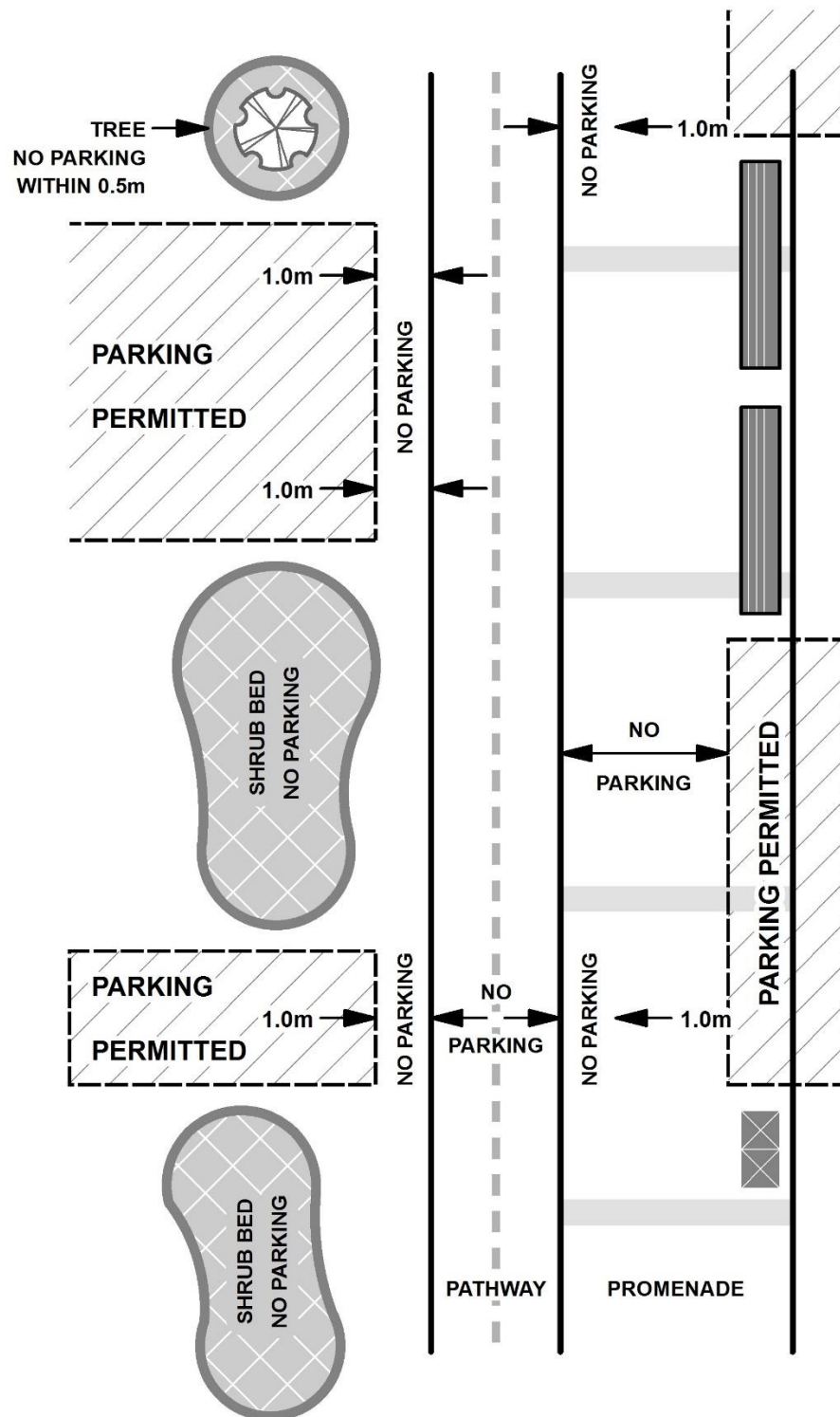


2014 Complete Streets Guide, The City of Calgary, 2014

Figure 1.2 Public Realm Components and Zones on 33 Avenue SW



**Figure 1.3 Parking Guidelines in park space**



**[End of Document]**

## Appendix E: Data Tables

Data tables listed below are based on the General Bikeshare Feed Specifications (GBFS) and the Mobility Data Specification (MDS). The MDS format has been modified to fit **The City's** mandatory requirements by removing unneeded fields in some cases. All vehicle registration and event data should comply with the MDS found here. Where discrepancies exist between the following data tables and MDS, the most recent GBFS or MDS standards will govern. In those cases, the **Permit Holder** is encouraged to inquire with the Project Manager of the **Shared Electric Scooter Program**.

It is noted that Data tables E.4 and E.5 are not a requirement of the MDS but are required for this **Program**. This must be submitted as a monthly summary of the data it collects in a calendar month, no later than the tenth day of the following month in either .pdf, .xls or .csv format

### Geographic Data

References to geographic datatypes (Point, MultiPolygon, etc.) imply coordinates encoded in the WGS 84 (EPSG:4326) standard GPS projection expressed as Decimal Degrees. Whenever an individual location coordinate measurement is presented, it must be represented as a GeoJSON Feature object with a corresponding timestamp property and Point geometry:

```
{
  "type": "Feature",
  "properties": {
    "timestamp": 1529968782421
  },
  "geometry": {
    "type": "Point",
    "coordinates": [
      -118.46710503101347,
      33.9909333514159
    ]
  }
}
```

## E.1 GBFS Data Table (*Realtime Data*)

The City requires that **Permit Holders** publish the following GBFS files:

gbfs.json	Auto-discovery file that links to all of the other files published by the system.
system_information.json	Describes the system including System operator, System location, year implemented, URLs, contact info, time zone.
free_bike_status.json	Describes Bicycles/ <b>Electric Scooters</b> that are available in non station-based systems

### Optional files

The following files are supported by GBFS but are not mandatory:

system_pricing_plans.json	Describes the system pricing
system_alerts.json	Describes current system alerts

## E.2 Fleet Status Table (*Status Changes*)

Field Name	Required	Type	Description	Allowed Values	Example
provider_name	Yes	String	Company name, assigned by <b>The City</b>	Depends on company	Company Name
device_id	Yes	String	A unique device ID in UUID format	Assigned by company, max 30 characters	
vehicle_id	Yes	String	Vehicle Identification Number visible on the vehicle	Assigned by company, max 30 characters	
vehicle_type	Yes	Enum	The type of device	Bicycle Scooter	Scooter
propulsion_type	Yes	Enum	The type of propulsion for the device	human electric_assist electric	Electric assist
event_type	Yes	Enum	See event table		
event_time	Yes	Integer	Timestamp of <b>Trip</b> start time, in UNIX millisecond epoch time	UNIX epoch millisecond time	1554159971
event_location	Yes	GeoJSON Point Feature	Location of the device when the change was made		
battery_pct	Yes, if electric	Float	Percent battery charge of device	0 to 1	0.21

### Event Table – Providers (Permit Holder)

event_type	Description	event_type_reason	Description
available	A device becomes available for user use	service_start	Device introduced into service and is available for users
		user_drop_off	User ends reservation
		rebalance_drop_off	Device moved for rebalancing
		maintenance_drop_off	Device introduced into service after being removed for maintenance
reserved	A user reserves a device (even if <b>Trip</b> has not started yet)	user_pick_up	user reserves device or has it on hold.
unavailable	A device is on the street but becomes unavailable for user use	maintenance	A device is no longer available due to equipment issues
		low_battery	A device is no longer available due to insufficient battery
removed	A device is removed from the street and unavailable for user use	service_end	Device removed from street because service has ended for it
		rebalance_pick_up	Device removed from street and will be placed at another location to rebalance service
		maintenance_pick_up	Device removed from street so it can be worked on



### E.3 Trip Data Table

Field Name	Required	Type	Description	Allowed Values	Example
provider_name	Yes	String	Company name, assigned by <b>The City</b>	Depends on company	Company Name
device_id	Yes	String	A unique device ID in UUID format	Assigned by company , max 30 characters	EB0001
vehicle_type	Yes	Enum	The type of device	bicycle scooter	scooter
propulsion_type	Yes	Enum	The type of propulsion of the device	Human electric_assist electric	electric_assist
trip_id	Yes	String	Unique identifier for the <b>Trip</b>	Assigned by company, max 30 characters	000000001
trip_distance	Yes	Integer	<b>Trip</b> distance, in metres	Metres	449
trip_duration	Yes	Integer	Time, in Seconds	Integers	301
route	Yes	GeoJSON Feature Collection	See Routes detail below		
accuracy	Yes	Integer	The approximate level of accuracy, in metres, of points within route	Metres	40
start_time	Yes	Integer	Timestamp of <b>Trip</b> start time, in UNIX millisecond epoch time	UNIX epoch millisecond time	1554159971
end_time	Yes	Integer	Timestamp of <b>Trip</b> start time, in UNIX millisecond epoch time	UNIX epoch millisecond time	1554159971
parking_verification_url	Optional	String	A URL to a photo (or other evidence) of proper vehicle parking	Url	
standard_cost	Optional	Integer	The cost, in cents, that it would cost to perform that trip in the standard operation of the System	Integers	140
actual_cost	Optional	Integer	The actual cost, in cents, paid by the customer of the mobility as a service provider	Integers	0

## Routes

To represent a route, provider APIs must create a GeoJSON Feature Collection, which includes every observed point in the route, even those which occur outside the service area.

Routes must include at least 2 points: the start point and end point. Routes must include all possible GPS samples collected by a Provider AND the accuracy rating for each point provided from the collecting tool (cellphone, smart lock, etc). Providers may round the latitude and longitude to the level of precision representing the maximum accuracy of the specific measurement. For example, a-GPS is accurate to 5 decimal places; differential GPS is generally accurate to 6 decimal places.

```
"route": {
  "type": "FeatureCollection",
  "features": [{
    "type": "Feature",
    "properties": {
      "timestamp": 1529968782421
    },
    "geometry": {
      "type": "Point",
      "coordinates": [
        -118.46710503101347,
        33.99093333514159
      ]
    }
  },
  {
    "type": "Feature",
    "properties": {
      "timestamp": 1531007628377
    },
    "geometry": {
      "type": "Point",
      "coordinates": [
        -118.464851975441,
        33.990366257735
      ]
    }
  }
]
}
```

## E.4 Parking Data Table

Field Name	Required	Type	Description	Allowed Values	Example
create_dt_utc	Yes	String	Time the company receives a parking report in Universal Coordinated Time (UTC)	yyyy-mm-dd hh:mm:ss AM or PM	2018-08-20 09:15:51 AM
latitude_x	No, if not provided must include location description	Number	Scooters latitude at time of record to at least four decimal places	00.0000	51.0453
longitude_y	No, if not provided must include location description	Number	Scooters latitude at time of record to at least four decimal places	-000.0000	-114.0573
location	No, if not provided must include lat/long	String	The reported location of the Scooter, if latitude and longitude are not available		Bow River West of 14 St
scooter_id	Optional	String	Unique identifier for the Scooter if reported or found	Assigned by company, max 30 characters	
reporter	Yes	String	Who initiated the parking report	C-Train Customer City Public	Public
report_type	Yes	String	The report allegations (multiple values permitted): <ul style="list-style-type: none"> <li>- Illegal parking: The Scooter is alleged to be illegally parked</li> <li>- Damaged: The Scooter is alleged to be damaged and in-operable</li> <li>- Abandoned: The Scooter is alleged to have been idle for 5 days or more</li> <li>- Irretrievable: Hazard or lack of legal access prevent the company from locating or removing the Scooter.</li> </ul>	Illegal Parking Damaged Abandoned Irretrievable	Damaged
response_time	Yes	String	Length of time the Permit Holder has to respond to the report: <ul style="list-style-type: none"> <li>- 2 hours</li> </ul>	2 Hours	Before 8am
response_notes	Yes	String	Description of companies response (multiple values permitted): <ul style="list-style-type: none"> <li>- Number of Scooters</li> <li>- Reparked: The Scooter was located, visually confirmed to be improperly parked or idle, and removed, reparked, or adjusted.</li> <li>- NoAction: The Scooter was located and visually confirmed to be properly parked. Company may leave Scooter or remove it.</li> <li>- Lost: The Company confirms that the Scooter is not at the reported</li> </ul>	One, Two, Three... Reparked NoAction Lost Irretrievable RiderMoved	One Reparked

			<p>location and the company is unable to locate the Scooter.</p> <ul style="list-style-type: none"><li>- Irretrievable: Hazard or lack of legal access prevent the company from locating or removing the Scooter.</li><li>- RiderMoved: A rider rents and moves the Scooter before the company responds to the report.</li></ul>		
--	--	--	--	--	--

### E.5 Incident Data Table

Field Name	Required	Type	Description	Allowed Values	Example
create_dt_utc	Yes	String	Time the company receives the incident report in Universal Coordinated Time (UTC)	yyyy-mm-dd hh:mm:ss AM or PM	2018-08-20 09:15:51 AM
latitude_x	No, if not provided must include location description	Number	Scooters latitude at time of record to at least four decimal places	00.0000	51.0453
longitude_y	No, if not provided must include location description	Number	Scooters latitude at time of record to at least four decimal places	-000.0000	-114.0573
location	No, if not provided must include lat/long	String	The reported location of the Scooter, if latitude and longitude are not available		Bow River West of 14 St
scooter_id	Optional	String	Unique identifier for the Scooter if known	Assigned by company, max 30 characters	
reporter	Yes	String	Who initiated the incident report	Company Customer City Public	Public
response_action	Yes	String	Description of companies response: <ul style="list-style-type: none"> <li>- Repaired: Scooter was located, visually confirmed to need maintenance, and repaired without being removed from deployment</li> <li>- Removed: Scooter was located, visually confirmed to need maintenance, and removed from deployment</li> <li>- NoAction: Scooter was located and confirmed not to need maintenance.</li> <li>- Lost: Scooter confirmed not to be at reported location and the company is unable to locate it.</li> <li>- Irretrievable: Hazard or lack of legal access prevent a company from locating or removing the Scooter.</li> </ul>	Repaired Removed NoAction Lost Irretrievable	Removed
injury	Yes	String	Whether any injuries are reported	Yes No	Yes
police_report	Yes	String	Whether a police report is filed	Yes No	No
notes	No	String	Description of the incident, including any additional information the company collected		

[End of Document]

**Appendix F- Corporate Signing Authority Affidavit and Witness Affidavit**

**AFFIDAVIT VERIFYING**  
**CORPORATE SIGNING AUTHORITY**

I, \_\_\_\_\_ of the \_\_\_\_\_ in the Province of  
(print name) (City)  
\_\_\_\_\_,  
(Province)

**MAKE OATH AND SAY:**

1. That I am an Officer or a Director of \_\_\_\_\_  
(company name)

named as the **Applicant** in the Application for a Permit to Participate in the **Shared Electric Scooter Program**.

2. That I am authorized by the corporation to execute the Application for a Permit to Participate in the **Shared Electric Scooter Program** without affixing a corporate seal.

**SWORN BEFORE ME** at the City of \_\_\_\_\_ )

, in the Province of \_\_\_\_\_, )

this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_. )

)

)

)

\_\_\_\_\_

Signature

Print Name: \_\_\_\_\_

Signature of Commissioner of Oaths in for the

Province of \_\_\_\_\_

Commission Expires: \_\_\_\_\_

Print Name of Commissioner: \_\_\_\_\_

## **WITNESS FORM**

I, \_\_\_\_\_, of the \_\_\_\_\_ in the \_\_\_\_\_  
(print witness name) (City) (Province)

### **MAKE OATH AND SAY:**

1. That I was personally present and did see \_\_\_\_\_ (Officer or Director) of \_\_\_\_\_, (name)  
(company name)

named in the within Affidavit Verifying Corporate Authority, who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.

2. That the same was executed at the City of \_\_\_\_\_, in the Province of \_\_\_\_\_, and that I am the subscribing witness thereto.
3. That I know the said \_\_\_\_\_ and he/she is in my belief of the full age of eighteen years.

**SWORN BEFORE ME** at the City of \_\_\_\_\_ )

\_\_\_\_\_, in the Province of \_\_\_\_\_, )

this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_. )

) \_\_\_\_\_

) Signature of Witness

)

)

Print

Witness

Name: \_\_\_\_\_

)

\_\_\_\_\_) )

Signature of Commissioner for Oaths in and

for the Province of \_\_\_\_\_

Commission Expires: \_\_\_\_\_

Print Name of Commissioner: \_\_\_\_\_

**[End of Document]**