

2023 Shared Electric Kick Scooter Program Pilot: Regulatory Framework

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Appendix A: Potential Service Area

1.0 Framework for Shared Electric Kick Scooter Program

The City of Saskatoon (**City**) is planning a two-year **Pilot** for the regulation of **Shared Electric Kick Scooters**, anticipated to begin in May of 2023, and ending in October of 2024. Two **Electric Kick Scooter** vendors will be chosen through a Request for Application process to receive an operating permit from the **City** for the duration of the **Pilot**. The **City** will provide the framework for the **Pilot**. The **Pilot** will be fully funded and operated by the **Permittees**.

Operation of **Shared Electric Kick Scooters** is permitted by the Province of Saskatchewan through *The Limited Speed Motor Vehicle Regulations* (“Regulations”) which enables a municipality to enact a bylaw governing operation within the boundaries of that municipality. A bylaw enacted in accordance with the Regulations is required before operation of **Shared Electric Kick Scooters** is permitted within municipal boundaries. It is anticipated that the required bylaw will be enacted in March of 2023.

2.0 Components of Framework for Shared Electric Kick Scooter Program

This framework for the **Pilot** is divided into the following components:

- Pilot;**
- Definitions;**
- Shared Electric Kick Scooter Application Process;**
- Shared Electric Kick Scooter Program Requirements;**
- Appendices:**
 - A. Potential Service Area**

3.0 Pilot

On November 21st, 2022, Saskatoon City Council resolved to implement a two-year **Pilot**, allowing up to 500 **Shared Electric Kick Scooters** to operate within the **City**.

The operation period for the **Pilot** is planned from May 15, 2023 until October 31, 2024, with the **Electric Kick Scooters** being removed from service from November 1, 2023 to April 14, 2024.

4.0 Definitions

In this framework, defined terms are bolded and capitalized and have the following meanings:

“Applicant” means a person or corporation that submits an application for a permit during the Request for Application process for the **Pilot**.

“Application” means the application for a permit submitted by an **Applicant** during the Request for Application process for the **Pilot** Program.

“Bylaw” means the bylaws passed by City Council for the City of Saskatoon, as may be amended or repealed and replaced from time to time.

“City” means the municipal corporation of the City of Saskatoon or the area contained within the City boundaries as the context requires.

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

“Electric Kick Scooter” means an electric kick scooter as defined in *The Limited Speed Motor Vehicle Regulations*.

“Furniture Zone” means the portion of a street: (i) between the portion of the street provided for the passage of pedestrians and the portion of the street provided for the passage and parking of vehicles; and (ii) that typically contains street furniture such as streetlights and bicycle racks.

“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 the **Permittee** to cause certain actions when an **Electric Kick Scooter** in its fleet enters or leaves an area, including regulating speed or issuing notifications.

“In-App” means the **Permittee’s** piece of software for a **Customer’s** phone that will have to be downloaded in order to connect to the **Permittee’s Shared Electric Kick Scooter** system.

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

“Legislation” means every statute, order, regulation, or other subordinate legislation made under it and bylaws related to the regulation of **Electric Kick Scooters**, in force in the Province of Saskatchewan, as may be amended or repealed and replaced from time to time.

“Maximum Fleet Size” means the total number of **Electric Kick Scooters** that **Permittees**, combined, are permitted to have in operation, excluding any **Electric Kick Scooters** out of operation for maintenance.

“Minimum Fleet Size” means the minimum number of **Electric Kick Scooters** that a **Permittee** must make available to **Customers** throughout an **Operating Season**.

“Operating Season” means **Electric Kick Scooter** operations anticipated to be conducted from April 15 to October 31 of a calendar year.

“Permittee” means the successful **Applicant** to whom the **City** issues a permit to participate in the **Pilot** as a result of the Request for Application process.

“Pilot” means the **Shared Electric Kick Scooter** Program anticipated to operate from May 15, 2023 to October 31, 2024.

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

“**Service Area**” means the geographic area that a **Permittee** will allow a **Customer** to start or end a **Trip**.

“**Shared Electric Kick Scooters**” means a system of **Electric Kick 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.

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

“**Winter Season**” means November 1 through to April 14, of each year of the **Pilot**.

5.0 Shared Electric Kick Scooter Application Process

5.1 General Information

Each **Applicant** interested in being permitted to operate in the **City** may submit an **Application** in accordance with the process and timing of the City’s **Application** process.

The **Maximum Fleet Size** is 500 **Electric Kick Scooters**. Initially, each **Permittee** will be offered a maximum fleet size of 250 **Electric Kick Scooters**. If a **Permittee** chooses to have less than their allocated 250 **Electric Kick Scooters**, the difference will be offered to the other **Permittee**. The **Permittee** must deploy their **Minimum Fleet Size** on April 15 of each **Operating Season** or another date approved by the **City**.

5.2 General Application Requirements

An **Applicant** is not guaranteed a permit at the end of the **Application** process. The **Application** process will result in the issuance of up to two permits for the duration of the **Pilot**.

5.3 Fee Schedule

A summary table of the fees is provided below.

Fee Type	Fee Amount	Fee Information
Shared Electric Kick Scooter Program Fee	\$4,000 per Operating Season	Operating Season one: <ul style="list-style-type: none">Due before the permit is issued. Operating Season two: <ul style="list-style-type: none">Due April 1, 2024 Fee intended for an Operating Season to begin on April 15. If begins at a later date, this fee will be prorated.
Engagement & Communications Fee	\$18,000 per Operating Season	Operating Season one: <ul style="list-style-type: none">Due before the permit is issued. Operating Season two: <ul style="list-style-type: none">Due April 1, 2024
Security Deposit	\$10,000 per Permittee	Operating Season one: <ul style="list-style-type: none">Due before the permit is issued. Operating Season two: <ul style="list-style-type: none">Due April 1, 2024 Unused funds will be returned to the Permittee at the end of the Operating Season .

There is no initial **Application** fee. **Operating Season** one fees must be collected before the permit is issued. **Operating Season** two fees due April 1, 2024.

The **Shared Electric Kick Scooter** Program Fee amount is intended for an **Operating Season** to begin on April 15. If an **Operating Season** begins at a later date, this fee will be prorated to reflect the actual launch date.

In addition to the Shared Electric Kick Scooter Program and Engagement & Communications Fees, each **Permittee** will be charged a security deposit of \$10,000. The **City** will require a security deposit top-up to the maximum of \$10,000, if any **Permittee's** security deposit drops below \$5,000 at any time during the term of their permit. **Permittees** must provide the top-up to their security deposit within ten (10) business days of receiving notice from the **City**.

Unused security deposit funds will be returned to the **Permittee** at the end of the **Operating Season**.

Costs incurred by the **City** for property repair or relocating, removing, and storing **Electric Kick Scooters** will be charged against the security deposit. The security deposit will also be used to recover costs if a

Permittee fails to remove their **Electric Kick Scooters** from all public right-of-way, parks and **City** property at the end of an **Operating Season**, when their permit expires or is otherwise terminated or when otherwise required to do so by the **City**.

Costs to relocate **Electric Kick Scooters** will be charged based on the **City** crew's hourly rate (approximate rate of \$100 per hour for two person crew and vehicle) plus 15% overhead.

In addition to the relocation costs identified above, costs to impound an **Electric Kick Scooter** will include an additional \$25 administrative fee and a fee of \$10 per day for daily storage.

Costs for the repair of property damage will be the actual costs incurred.

A **Permittee** who ceases operations and chooses not to continue in the **Pilot** may request, in writing, that any remaining security deposit be refunded.

If there are multiple **Permittees** in an **Operating Season**, the **Shared Electric Kick Scooter** Program Fee and Engagement & Communications Fee will be charged proportionately to reflect each **Permittee's** fleet size.

Example Fee Calculation

Permittee A is awarded a permit for a fleet size of 300 **Electric Kick Scooters**. Fees will be charged as follows:

- **Shared Electric Kick Scooter** Program Fee of \$4,000
- Engagement & Communications Fee of \$18,000
- Security Deposit of \$10,000

Permittee A would be required to pay \$32,000 before the permit is issued.

In the case of multiple **Permittees**, the **Shared Electric Kick Scooter** Program Fee and Engagement & Communications Fee will be charged as follows:

- Permittees Y and Z have been awarded permits to participate in the **Pilot**. Permittee Y has a fleet size of 300 and Permittee Z has a fleet size of 200.
- **Shared Electric Kick Scooter** Program Fee –
 - Permittee Y = $(300/500) \times \$4,000 = \underline{\$2,400}$
 - Permittee Z = $(200/500) \times \$4,000 = \underline{\$1,600}$
- Engagement & Communications Fee –
 - Permittee Y = $(300/500) \times \$18,000 = \underline{\$10,800}$
 - Permittee Z = $(200/500) \times \$18,000 = \underline{\$7,200}$

Permittee Y would be required to pay \$13,200 and **Permittee Z** would be required to pay \$8,800.

Permittee Y and **Permittee Z** would also be required to each pay the \$10,000 Security Deposit fee. All fees would be required before the **Operating Season one** permit is issued. **Operating Season two** fees due April 1, 2024.

5.4 General Requirements

A **Permittee** must at all times comply with the terms and conditions of their permit, including but not limited to:

A **Permittee** must ensure compliance with all applicable Legislation and the terms and conditions of their permit at all times, failing which the **Permittee** may be subject to: (a) amendment, suspension or revocation of their permit; (b) the offset of costs against their security deposit; and (c) prosecution by the **City**.

A **Permittee** must acknowledge and clearly communicate to their **Customers** that **Electric Kick Scooters** are permitted to be operated and parked only in accordance with all applicable Legislation, including the **City's Bylaws** and remove **Customers** from the **In-App** who mispark an **Electric Kick Scooter** more than one time.

A **Permittee** must acknowledge and clearly communicate to their **Customers** that **Electric Kick Scooters** are subject to the Criminal Code of Canada, 2018. C.21 (Bill C-46), including impaired driving offences.

A **Permittee's Electric Kick Scooters** must meet the definition of e-scooter as set out in the Regulations. The maximum assisted speed for the initial trip of any **Customer** and while in use on the Meewasin trail must be governed at 15 km/h.

A **Permittee** must not rent their **Electric Kick Scooters** to any **Customer** under the age of 16 years old.

A **Permittee** must agree to indemnify the **Indemnified Parties** for any loss or action arising out of the **Pilot**.

A **Permittee** must continuously maintain five (5) Million dollars of Commercial General Liability insurance and shall ensure that the **City** is named on any such policy as an additional insured throughout the term of the **Pilot**.

A **Permittee** must provide two (2) free membership accounts to the **City** for the purposes of auditing compliance with **Pilot** requirements.

A **Permittee** must require all **Customers**, in advance of using any **Electric Kick Scooter** supplied in the **Pilot**, to acknowledge and agree that : (1) they will follow all **Legislation**, including **City Bylaws**; and (2) a failure to abide by any of these legal requirements can lead to: (a) rental service being discontinued; (b) future service being refused by the **Permittee**; and (c) prosecution by the **City**.

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

A **Permittee** must supply a helmet with each **Electric Kick Scooter** for use by **Customers** in the **Pilot** and communicate to **Customers** their required use for all **Trips**.

A **Permittee** must require **Customers**, in advance of enabling an **Electric Kick Scooter** to take an evening **Trip**, to review the dangers of intoxicated riding and complete a cognitive test.

The **City** may suspend, revoke or amend permits to address safety concerns or changes in applicable legislation, or in response to the failure of the **Permittee** to comply with applicable requirements. Permits may also be reviewed and amended between **Operating Seasons**.

a) Technological Capabilities

A **Permittee** shall ensure that the **Electric Kick Scooters** and corresponding **In-App** applications offered for use in the **Pilot** deliver the following features:

- a. Intoxicated riding test before an **Electric Kick Scooter** is enabled to take a **Trip** in the evening. **Customers** cannot enable an **Electric Kick Scooter** to take a **Trip** in the evening without first reviewing the dangers of intoxicated riding and completing a cognitive test;
- b. Govern the speed of the **Electric Kick Scooter**;
- c. A quiz within the first three **Trips** and again every three months to ensure **Customers** know the rules for using **Shared Electric Kick Scooters**;
- d. Deliver a helmet selfie feature that provides a discount or incentive associated with wearing a helmet during a **Trip**. Image recognition technology should confirm that the **Customer** is wearing a helmet and issue a financial incentive within an hour of the **Trip** end;
- e. Group riding is disabled, allowing each account to unlock a maximum of one (1) **Electric Kick Scooter** at a time;
- f. Incentivize parking in a designated parking area;
- g. The ability to identify **Customers** who have misparked an **Electric Kick Scooter** and provide a warning message. The **Permittee** must remove riders from the **In-App** who mispark **Electric Kick Scooters** more than one time;
- h. In advance of a new account enabling a **Trip** on an **Electric Kick Scooter**, an ID verification is required to verify the rider's age;
- i. To help reduce sidewalk riding, employ sidewalk riding detection. This feature utilizes vibration sensors, cameras and/or location information to enable **Electric Kick Scooters** to detect when they are ridden on the sidewalk. Sidewalk riding detection needs to:
 - Apply to all the sidewalks within a **Service Area**;
 - Have a 75% confidence interval as to whether a user is riding on a sidewalk at any point in the **Trip**;
 - Based on this information, issue a real-time auditory warning and/or safely bring the **Electric Kick Scooter** to a stop and issue a warning at the end of the **Trip**.

The **Permittee** will additionally work with the **City** to explore a small noise constantly emitted through the **Electric Kick Scooter** when in use to alert pedestrians and the visually impaired.

5.5 Compliance and Rights of Removal

A **Permittee** must respond in a satisfactory manner to pedestrian or vehicular obstructions and safety concerns as soon as possible but no later than one (1) hour from when they become aware of an issue.

The **City** will monitor citizen feedback, review on-going **Permittee** data requirements, and perform field audits as necessary to ensure the **Permittee** remains in compliance with all permit conditions and **Pilot** requirements.

The **City** may remove or re-park any **Electric Kick Scooter** parked in violation of Legislation including **City Bylaws** or a permit at any time and at the cost of the **Permittee**. Where the **City** has removed or re-parked an **Electric Kick Scooter** due to improper parking or any violation of the permit's terms and conditions, the **City** will deduct from the **Permittee's** security deposit costs associated with any fees, resources, and staff time related to the removal or reparking.

The **City** may additionally, at its own expense, remove or re-park **Electric Kick Scooters** for any other purpose, including for the purpose of performing maintenance work.

If the **Permittee** fails to comply with any conditions of their permit, the **City** may, in its sole discretion, modify the permit conditions or suspend or revoke the permit. If the permit is revoked for failure to comply with the terms or conditions of the permit or for any other reason, the **Permittee** must immediately cease renting out the **Electric Kick Scooters** and remove its entire fleet from all **City** property within 14 days of receiving notice, unless otherwise directed by the **City**.

If the **Permittee** is no longer willing or able to provide **Shared Electric Kick Scooters** to **Customers** in the **City**, the **Permittee** is required to provide written notice to the **City**, at least 14 days before ceasing operations.

5.6 Electric Kick Scooter Specifications

A **Permittee** must ensure all **Electric Kick Scooters** that are made available for the **Pilot** meet the following conditions:

1. Any requirements set forth by the Saskatchewan government; and
2. All **Electric Kick Scooters** used in the **Pilot** must be owned and maintained by the **Permittees**.

All **Electric Kick Scooters** used in the **Pilot** must have the following features:

1. Kickstand;
2. Bell or horn;
3. Lights on the front and back that turn on automatically and stay on while in operation;
4. One or more motors that are not capable of propelling the **Electric Kick Scooter** at a speed that exceeds 24 km/h on a clean, paved and level surface and can be governed to further reduce speeds to 15 km/h;

5. Each **Electric Kick Scooter** must be easily identifiable to which company owns it and clearly display a highly visible unique identifier number to the **Customer**. Unique identifier must also be present in braille for the purposes of reporting infractions;
6. Active location tracking component capable of providing real-time location data of the **Electric Kick Scooter**, even when it is not in use;
7. Internal electric lock that can operate wirelessly by mobile phone application to lock the **Electric Kick Scooter** wheels when not in use, is inoperable or unsafe to use, and that does not require the **Electric Kick Scooter** to be locked to a stationary item;
8. **Electric Kick Scooter** can operate wirelessly by mobile phone application to decelerate and safely stop when being ridden or parked in a non-permitted area or manner;
9. A battery level indicator at least shown in the **Permittee's In-App** software, if not on the **Electric Kick Scooter** itself;
10. A helmet that meets applicable safety standards in Saskatchewan, affixed to the device;
11. Promotional stickers with "No sidewalk riding" and "Helmets mandatory" messaging, prominently displayed; and
12. Easily visible contact information for the **Permittee** including a toll-free phone number so **Customers** or other members of the public can report issues or make relocation requests.

5.7 Riding and Parking Requirements

A **Permittee** is responsible for informing and educating **Customers** on how to ride and park an **Electric Kick Scooter** properly within their **Service Area** and educate them on all requirements outlined in this framework as well as the requirements set out in the **City's Bylaws** and the Regulations.

A **Permittee** must clearly communicate to their **Customers** that **Electric Kick Scooters** are permitted to be operated/ridden/parked only in areas approved in the **City's Bylaws**. A **Permittee** must educate **Customers** not to ride or operate **Electric Kick Scooters** in locations not approved in the **City's Bylaws**. Outside of approved areas **Customers** must dismount and walk the **Electric Kick Scooter**.

The permit does not authorize the parking and riding of **Electric Kick Scooters** on property other than **City** owned property. The **Permittee** must seek and maintain agreements with third parties in order to access their property, such as university campuses, malls and on all other private or non-**City** property.

Electric Kick Scooters are only permitted to be operated:

- (a) on shared-use paths;
- (b) where a street has a speed limit of 50km/h or lower and does not have a cycle track or shared-use path, on the portion of the street that is meant for the passage of motor vehicles;
- (c) where a street has a speed limit of 50km/h or lower and has a cycle track or shared-use path, on the portion of the street that is a cycle track or shared-use path;
- (d) where a street has a speed limit of greater than 50km/h, on the portion of the street that is a cycle track or shared-use path;

- (e) in public parking lots; and
- (f) on private property, with the consent of the property owner.

a) No-Riding Zones and Areas Where Speed Must be Governed

As shown in Appendix A, **Electric Kick Scooters** are not permitted to be operated:

- (a) in Civic Square;
- (b) in skate parks and spray parks;
- (c) in **City** parkades;
- (d) on sidewalks or crosswalks;
- (e) in buildings; and
- (f) in bus zones, the bus mall (23rd Street from 3rd Avenue to 2nd Avenue), or on Saskatoon Transit Vehicles.

Electric Kick Scooters must slow down to 15 km/h when operating on the Meewasin Trail, as shown in Appendix A. A **Customer's** first **Trip** must similarly be capped at a speed of 15km/h.

b) General Parking

Electric Kick Scooters belonging to the **Permittee** must be parked in accordance with all **Legislation** as well as all **City Bylaws**.

Any **Electric Kick Scooter** that is legally parked but not moved for 48 hours, must be removed from that location by the **Permittee**. If the **Electric Kick Scooter** remains in the location after 48 hours, it may be removed by the **City** without prior notice to the **Permittee**, and taken to a **City** storage area at the expense of the **Permittee**. Please refer to section 5.3 for charge back.

Electric Kick Scooters may be parked:

- In an area designated for the parking of **Electric Kick Scooters** (see clause 5.7(c));
- Wherever a vehicle may be legally parked, other than:
 - any time restricted parking area that is not specifically designated for the parking of **Electric Kick Scooters**;
 - **City** parkades;
- In a furniture zone;
- Within 10 metres of an intersection where the **Electric Kick Scooter** is parked immediately adjacent to a time restricted parking area; and
- On private property, with the consent of the property owner.

Electric Kick Scooters must not be parked:

1. In bus terminals, bus stops or taxicab stands;
2. In loading zones;
3. In areas marked for persons with disabilities;
4. On bridges;

5. On center median islands;
6. On pathways;
7. Within shrub or flower beds;
8. Within 1 metre of anything requiring pedestrian or vehicular access, including: fire hydrants, benches, bus shelters, parking pay stations, crosswalks, pathways, pedestrian push buttons, and wheelchair, bicycle or curb ramps;
9. On private property without the consent of the property owner;
10. In such a way that they:
 - a. impede the movement of motor vehicles or pedestrians;
 - b. may cause damage or pose a hazard to pedestrians or property;
 - c. are not standing self-supported and upright on all wheels;
 - d. are in contact with, or may damage, a tree.

c) Designated Parking Areas

Designated parking areas for **Electric Kick Scooters** may be marked or identified in one of three ways:

1. **In-App** only
 - a. These areas are only marked **In-App**; the physical parking spot is not marked with markings.
2. Painted box in **Furniture Zone**
 - a. These areas are both marked **In-App** and physically marked in the **Furniture Zone**.
3. Painted box on-street
 - a. These areas are both marked **In-App** and physically marked on the street.

The **City** requires designated parking areas for **Electric Kick Scooters** in high pedestrian traffic locations such as Business Improvement Districts (BID) or in other public spaces. The purpose of these parking areas is to provide an orderly and intuitive location to place **Electric Kick Scooters**.

The **City** will not be identifying or providing designated parking areas. Successful **Applicants** will be required to submit to the **City**, a designated parking area plan, which must include the proposed locations and type of the designated parking areas, the number of **Electric Kick Scooters** that may be parked in each area, the timelines for the installation of these areas and how the designated parking areas are intended to be marked or identified. Designated parking areas may be located on public property with the consent of the **City** or on private property provided the successful **Applicant** makes appropriate arrangements with the private property owner. Successful **Applicants** must obtain the consent of all property owners of the proposed designated parking areas prior to the issuance of their permit. The **City** intends that designated parking areas in a **Service Area** will be shared by **Permittees** to ensure **Electric Kick Scooters** owned by either **Permittee** can park in all designated parking areas. Installation and maintenance of these areas will also be shared between the **Permittees**.

A successful **Applicant's** designated parking area plan will be subject to approval by the **City**. Once approved by the **City**, designated parking areas must be marked by the **Permittee** and at the

Permittee's expense. The **City** may cap the number of **Electric Kick Scooters** allowed to be staged within each designated parking area.

Designated Parking Area Fee Structure

1. **In-App** only
 - a. No fee
2. Painted box in **Furniture Zone**
 - a. \$100 per area per **Operating Season**
 - b. There is also the option of having this type of designated parking area on private property. The fee will then be determined by the **Permittees** and property owner.
3. Painted box on-street
 - a. Fee per stall per paid parking day = \$14.40.
 - b. Fee after 30 days per stall per paid parking day = \$12.96.
 - c. There is also the option of having this type of designated parking area on private property. The fee will then be determined by the **Permittees** and property owner.

d) Geo-Fencing

The **Permittee** must **Geo-fence** the no-riding zones, no-parking zones, and areas where speed must be governed **In-App** and ensure **Customers** are informed on how to operate in these areas.

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

e) Temporary Parking Restrictions

The **City** may impose temporary **Electric Kick 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 **Permittee** will be responsible for marking these areas appropriately on their **In-App** software within 7 days of receiving notice of the restrictions from the **City** and ensure **Customers** are informed on how to operate in these areas.

f) Temporary Fleet Removal

Upon direction of the **City** due to a major weather event, emergency event, or other situations requiring immediate action, a **Permittee** must collect and secure all, or a portion of, the **Permittee's Electric Kick 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 **Pilot**. **Permittees** will be provided notice of any changes.

5.8 Operations and Maintenance

A **Permittee** must operate 7 days a week during the **Operating Seasons**. A **Permittee** must cease operations during the **Winter Season**.

A **Permittee** must have staffed operations located within the **City** for the purpose of **Electric Kick Scooter** maintenance, **Rebalancing**, collection, and retrieval.

A **Permittee** 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.

A **Permittee** is required to remedy any **Electric Kick Scooter** parked in violation of the **Legislation**, including **City Bylaws**, or their permit and must be re-parked in a correct manner or be removed by the **Permittee** within one (1) hour of receiving a complaint of an improperly parked **Electric Kick Scooter**.

A **Permittee** must remotely lock down any **Electric Kick Scooter** that is inoperable or not safe to operate as soon as possible once notified of an issue to ensure it cannot be used and remove within 48 hours. Where the **Permittee** fails to remotely lock down or remove as required, the **City** may remove and charge back as per section 5.3.

A **Permittee** must provide the **City** with a direct contact for staff that are capable of **Rebalancing Electric Kick Scooters**.

A **Permittee** must rebalance any **Electric Kick Scooter** within one (1) hour of receiving notice. If notice is brought to the attention of the **Permittee** between the hours of 10:00 pm – 6:00 am, **Electric Kick Scooters** must be rebalanced no later than 8:00 am following the notification, unless the notice is an imminent safety concern, which must be dealt with immediately.

Permittee acknowledges and agrees that the **City** is not responsible for wear and tear of the **Electric Kick Scooters**, including any exposure to snow, water, gravel, hydrocarbons and salt residues resulting from environmental or extreme weather exposure, street maintenance activities or otherwise.

A **Permittee** must inspect, repair, and maintain all **Electric Kick Scooters** so as to ensure public safety.

5.9 Customer Experience, Education, and Encouragement

A **Permittee** is responsible for informing its **Customers** on how to use its services, how to ride and park its **Electric Kick Scooters** legally and in compliance with all requirements.

A **Permittee** must host an education campaign for helmet use, including safety promotion events and helmet giveaways.

A **Permittee** must create an **In-App** educational video for first time riders to promote desired rider behaviours.

A **Permittee** must provide a discount rate program plan to the **City**. The plan must detail how the **Permittee** will provide services that are affordable, accessible, and equally distributed for low-income residents of Saskatoon.

A **Permittee** must provide targeted community outreach to inform the citizens of Saskatoon about the **Pilot**, their **Electric Kick 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 Districts (BIDs), community associations, business owners, and other groups in the **Service Area**;
4. Hosting community events within the **Service Area**; and
5. Social media targeted advertising and promotion.

A **Permittee** must deliver in-person **Customer** training events during their **Operating Season**. These free events help provide a safe environment for new **Customers** to take their first ride with instructions about how to ride, receive a free helmet, receive a helmet fit check, learn to signal, and get comfortable riding on a **Shared Electric Kick Scooter**.

5.10 Data Sharing and Reporting

A **Permittee** must comply with the following data sharing requirements:

1. A **Permittee** must supply an **Electric Kick Scooter** inventory list to the **City** complete with each unique identifier number and serial numbers before making any **Electric Kick Scooter** available for rent;
2. **The City** requires access to historical **Trip** data and fleet status change, which must be stored by the **Permittee** and made accessible to the **City** at any time during the term of the permit, and for at least six months after the **Pilot** ends;
3. A **Permittee** 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 **Permittee**;
4. A **Permittee** must generate a data record that describes each improper parking report, the location of the **Electric Kick Scooter** if possible, the time it was reported, the time it was responded to and the action that was taken;
5. A **Permittee** must collect and make data available for all known incidents in which their **Electric Kick Scooter** was involved in a collision, accident, injury, or property damage and report this data as soon as possible to the **City**;
6. A **Permittee** must generate a publicly available real-time endpoint in compliance with the General Bikeshare Feed Specification (GBFS) (<https://github.com/NABSA/gbfs>) 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 without the use of an authentication key. This data must expose **Electric Kick Scooters** available for use and must be consistent with the most current adopted version of GBFS. A **Permittee** must list this endpoint in the systems.csv file in the GBFS repository located at <https://github.com/NABSA/gbfs>, 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. A **Permittee** must meet all the conditions for data sharing and reporting for the **Pilot** at all times during the term of the permit;

8. Results of surveys conducted pursuant to section 5.11, showing **Customer's** responses and feedback, must be shared with the **City** in a .pdf, .xls, or .csv format no later than 30 days after a survey period ends; and
9. Failure to comply with these conditions could result in the amendment of conditions, suspension or revocation of the permit.

5.11 Survey

A **Permittee** must conduct an opt-in **Customer** survey. Surveys must be conducted within one month of the end of each **Operating Season** and the results of the surveys reported to the **City** by December 31st of each calendar year. A set list of 5-10 survey questions to be asked of the **Customers** will be provided by the **City** for each survey. The **Permittee** must include these questions and may include other questions, subject to approval by 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.

5.12 Data Privacy

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

A **Permittee** must have a privacy policy that safeguards **Customers'** personal, financial, and travel information and usage including, but not limited to, **Trip** origin and destination data. A **Permittee** must make its policies, procedures and practices regarding data security available to the **City**, upon request, and agrees that the **City** reserves the right to hire a third party to perform a security audit at any time through the term of their permit or at any time the **City** determines that an audit is warranted.

A **Permittee** must provide **Customers** with the opportunity to explicitly assent to any terms of service, or user agreements.

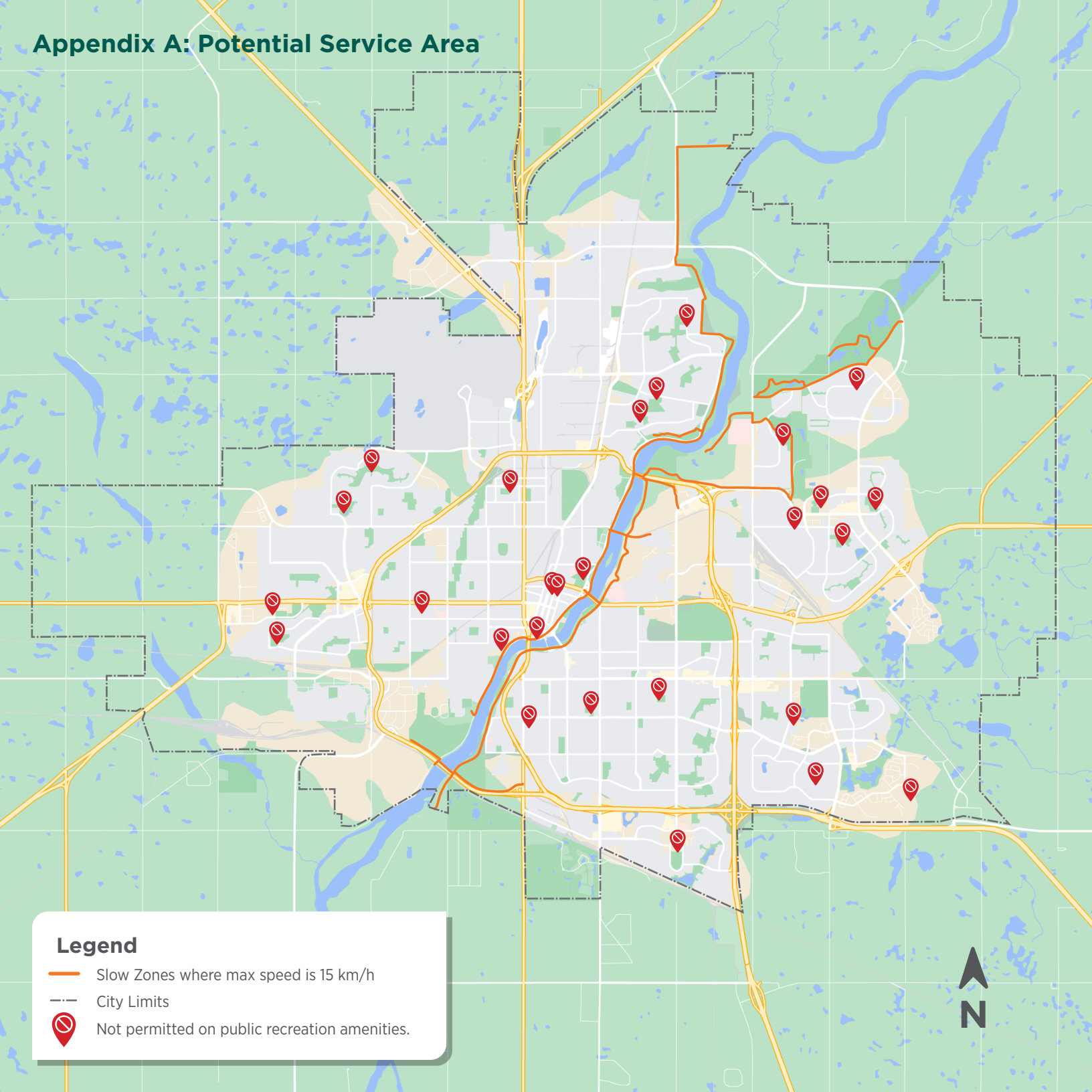
5.13 Fleet Size and Service Area

A **Permittee** may request the **City** consider increasing the fleet size during the term of the **Pilot**, and the **City** reserves the right to either approve or decline the request at its own discretion. Increase in fleet size may only be considered if the **Maximum Fleet Size** has not been reached and the **Permittee** adequately addresses parking and accessibility concerns caused by **Electric Kick Scooters** and provides one or more of the following: service in unserved areas, fostering more equitable access and better transportation connectivity for Saskatonians; or investment in the local economy by locating jobs or research and development services in Saskatoon.




5.15 Single Point of Contact

A **Permittee** must provide a single point of contact (SPOC) within their organization for the purpose of all communications and notices under the permit. Any change to the SPOC must be communicated to the **City** as soon as possible and no later than five (5) business days of a change occurring. The SPOC will handle all requests and inquiries from the **City**.

Appendix A: Potential Service Area



Legend

-  Slow Zones where max speed is 15 km/h
-  City Limits
-  Not permitted on public recreation amenities.

