



CITY OF NORTH VANCOUVER E-BIKE SHARE PERMIT GUIDELINES

PERMIT APPLICATION GUIDANCE AND REQUIREMENTS

VERSION 1.1*

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*PLEASE REVIEW PERMIT APPLICATION ADDENDUM FOR ADDITIONAL INFORMATION

city
of north
vancouver

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1. E-BIKE SHARE PERMIT GUIDELINES OVERVIEW

These Permit Guidelines intend to assist Operators in understanding the process for obtaining an E-Bike Share Permit (a “Permit”) from the City. **The Permit Guidelines outline the City’s preferred requirements relating to operations, parking and staging, data sharing, and compliance and liability for E-Bike Share Permits.** Operators should follow these Permit Guidelines when filling out the Permit application form and preparing the application materials. An E-Bike Share Permit may be issued to an applicant who demonstrates compliance with these requirements.

When a Permit is issued, the specific final requirements for that Permit will be appended as conditions to the Permit. **Failure to meet any of the Permit conditions to the satisfaction of the City could result in fines, suspension of the Permit, or cancellation of the Permit.** A sample of the Permit is available in the application form.

A. COMPONENTS OF THE PERMIT GUIDELINES

The E-Bike Share Permit Guidelines are divided into the following three sections:

SECTION 2 Definitions

SECTION 3 Application guidance for prospective Operators

SECTION 4 Operator requirements

In addition to the E-Bike Share Permit Guidelines, the City expects Operators to familiarize themselves with the contents of the E-Bike Share Policy and the Permit Application before applying.

B. IMPLEMENTATION OF THE E-BIKE SHARE PERMIT

The Policy and Permit Guidelines are in force on a pilot basis. The pilot period of the E-Bike Share program will last 24 months from the issuance of a Permit (the “Pilot Period”). Prior to the start of the Pilot Period, the City will accept applications for the E-Bike Share services. **The City will only issue one (1) permit.**

Prior to the end of the Pilot Period, the City will review and assess the performance and success of the program in delivering E-Bike Share services in the City. At that time, the City may cease or suspend the Policy and Permit or update them to extend the Pilot Period, expand the maximum number of Permits that can be issued to Operators, make the Policy and Permit Guidelines permanent, or make other updates or revisions to the program as necessary for the ongoing success of E-Bike Share in the City.



2. DEFINITIONS

“Broken E-Bike” means an E-Bike that is no longer reasonably safe to operate on public roadways, fails to meet standards of the E-Bike specifications as defined by the City’s Street and Traffic bylaw, or is unable to be unlocked by a Customer.

“City” means the municipal corporation of the City of North Vancouver. In the event that another municipality adopts equivalent E-Bike Share programs, the term City will also mean the municipal corporation of that municipality.

“Customer” means a person or corporation that rents an E-Bike from the Operator for any amount of time within the boundaries of the City.

“Data” means the information defined in the Data specifications section of the Permit supplied by the Operator to the City at regular time intervals.

“E-Bike” means a Motor Assisted Cycle as defined by the B.C. Motor Vehicle Act approved by the City for use in a Fleet.

“E-Bike Share” means a service and platform owned and managed by an Operator offering a Fleet of E-Bikes intended for rent by the public for transportation Trips on an on-demand basis, typically accessed through a Mobile App.

“Fleet” means all E-Bikes publicly available to rent by Customers and deployed by an Operator holding a valid Permit.

“Geo-fence” means a virtual boundary between two geographic areas or a virtual perimeter around a geographic area, the location and delineation of which shall be determined by the City for implementation by the Operator in the Mobile App.

“Helmet” means protective equipment which is required to be worn on the head when riding an E-Bike.

“Licence” means a business licence issued by the City to an Operator after approval of the Permit granting the Operator permission to operate an E-Bike Share business in the City for a specific length of time.

“Mobile App (or Application)” means the Operator’s software installed on a Customer’s phone to connect to the Operator’s E-Bike Share service.

“Operator” means a person or corporation that holds a valid Permit issued by the City and that owns, operates, and maintains an E-Bike Share service.

“North Shore” refers to the area located north of the Burrard Inlet that includes the area contained within the municipal boundaries of the City of North Vancouver, the District of North Vancouver and the District of West Vancouver.

“Permit” means the permit issued to an Operator by the City pursuant to the Street and Traffic Bylaw, No. 6234, granting permission to provide E-Bike Share services within the City. A sample of the Permit is available in the application form.

“Personal Information” means recorded information about an identifiable individual as defined by the B.C. Freedom of Information and Protection of Privacy Act (RSBC 1996, c. 165).

“Policy” means the E-Bike Share Policy that describes the goals and scope of the E-Bike Share program.

“Trip” means a trip on an E-Bike by a Customer, including renting the E-Bike by unlocking it (‘Trip start’), travelling for a period of time (‘Trip time’) and ending the rental by parking the E-Bike in its final parking location (‘Trip end’).

3. PERMIT APPLICATION GUIDANCE

A. PROCESS

The Permit authorizes the holder to operate E-Bike Share services in the City of North Vancouver. Applicants must complete the Permit application form and submit it to the City along with any additional documents required by the City. The City may request additional information from the Operator to make an evaluation. The City may shortlist applications and conduct interviews with finalists prior to issuing a Permit. Applicants may notify the City their intent to withdraw their application at any time prior to Permit issuance.

The application period begins on January 20, 2021 and ends on February 17, 2021 at 5:00 PM PST. The City may extend the application period if no completed applications are received by the deadline.

An application is considered fully completed when the following are submitted:

- (a) This application form (application cover page);
- (b) All required attachments as listed in the Guidelines;
- (c) E-bike sample for independent testing by the City.

Please note, **an applicant must arrange to provide an E-bike sample** for independent testing by the City when submitting the application materials. Application materials must be submitted in English, by email to bikeshare@cnv.org, in PDF format. There is a 30 MB limit on files submitted via email.

The applicant is not guaranteed the issuance of a Permit and the City may refuse, in its sole discretion, to issue a Permit for any reason, including and not limited to:

- (d) If the Operator has failed to comply with the laws of any other jurisdiction;
- (e) If the Operator is unable or unwilling to agree to any of the terms and conditions of the Policy or the Permit; and,
- (f) If the City for any other reason believes the Operator will be unable to provide safe, equitable or reliable E-Bike Share services.

An applicant who is approved for a Permit must submit the following additional materials and fees before the Permit will be issued:

- (a) **Proof of insurance** meeting the requirements set out in the Policy and in the Permit conditions;
- (b) The **fees** corresponding to the initial Fleet size as outlined in the Fee Schedule;
- (c) The **Security for Performance** as outlined in the Fee Schedule; and,
- (d) Application to the City of North Vancouver for a **Business Licence**, including the required fee.

The evaluation of applications will be based on the criteria set out in *Section 3C – Application Assessment*, which includes the readiness of a potential Operator to deploy its E-Bikes in the City, the Operator's ability to achieve the goals outlined in this Policy, and the quality of the application materials submitted.

As part of the Permit application form, the City requests consent from the potential Operator to share the application package materials with the District of North Vancouver and the District of West Vancouver for the purpose of reviewing the applications and providing feedback to the City. The E-Bike Share Permit is intended to allow Operators to provide E-Bike Share services across the North Shore as outlined below in *Section 3D – Program Expansion and North Shore Coordination*. As such, consulting with the District of North Vancouver and the District of West Vancouver is a key piece of enabling this partnership. Operators will also be asked to consent to sharing application package materials with TransLink to allow planning and coordination around transit services and facilities.

B. REQUIRED INFORMATION AND DOCUMENTS

The Operator must submit the following information and documents for the City to consider an application to be complete. See *Section 4 – E-Bike Share Requirements* for further details on program requirements.

- (a) **Completed Permit application form** (used as the application package cover page);
- (b) **Brief company history and management team background** emphasizing capabilities to manage an E-Bike Share system at a municipal scale, including at least two (2) past client references;
- (c) **Description and images of all E-Bike models that will be used in the Fleet** and evidence that E-Bike models meet or exceed safety standards in the B.C. Motor Vehicle Act, including:
 - i. Detailed description of the E-Bike's dimensions, features, breaking performance, and motor specifications;
 - ii. Detailed description of the E-Bike's locking mechanism;
 - iii. Detailed description of the Helmet wear plan for Customers to ensure compliance with provincial Helmet regulations as outlined in the B.C. Motor Vehicle Act;
 - iv. Detailed description of E-Bike maintenance standards;
 - v. Operator's proposed initial fleet size (minimum of 120 E-Bikes upon launch) and fleet expansion plans, including key performance indicators the Operator will use to inform when expansions may be considered;
- (d) **Operations and maintenance plan**, covering:
 - i. Operator's qualifications for operating an E-Bike Share service;
 - ii. Map of initial service area and any possible or planned service area expansions, including key performance indicators the Operator will use to inform when expansions may be considered;
 - iii. Description of staff team positions and responsibilities for E-Bike Share services and liaising with City staff;
 - iv. Description of E-Bike sanitization activities;
 - v. Description of enforcement activities to ensure Customer compliance with federal, provincial, and City regulations and operating conditions;
 - vi. Description of response protocols and estimated response times for addressing issues arising from Customer and City complaints;
 - vii. Description of digital tools and features to manage E-Bike permissions and Customer behaviour (e.g. geo-fencing capabilities, motor speed control, security controls)
 - viii. E-Bike recharging plan;
- (e) **Parking and relocation plan**, covering:
 - i. Proposed staging and parking locations;
 - ii. Physical description of parking areas and their features;
 - iii. Description of digital tools and features to manage E-Bike share parking locations;
 - iv. Proposed plan and timeline for implementing parking areas prior to service launch;
 - v. Operational parameters for rebalancing E-Bikes to adequately serve the service area;
 - vi. Description of key performance indicators the Operator will use to inform when and where additional parking areas may be considered;
- (f) **Customer education and safety plan**, covering:
 - i. Rules and conditions for Customers using E-Bikes;
 - ii. Customer education and outreach activities;
 - iii. Enforcement and accountability measures for Customers not in compliance with rules and conditions;
- (g) **Customer payments plan**, covering:
 - i. E-Bike Share rental costs and fare rates;
 - ii. Accepted payment methods;
 - iii. Alternatives for those without smartphones and those without a credit card, debit card, or bank account to access the E-Bike Share service;

B. REQUIRED INFORMATION AND DOCUMENTS (CONTINUED)

(h) Data collection and management plan, covering:

- i. Description of Data sharing process including how the Operator will share Data with the City;
- ii. Description of privacy protection measures for Customer Personal Information.

(i) Sustainability plan, covering:

- i. Estimates for E-Bike lifecycle emissions;
- ii. Description of operations emissions reporting plan; and,

(j) Equity plan, covering:

- i. Options for low-income individuals and those with alternate mobility needs; and,
- ii. How geographic equity will be practiced to serve all community members.

C. APPLICATION ASSESSMENT

The City will only consider complete applications from potential Operators that provide all the information required by these Permit guidelines by the end of the open call period. **A complete application includes the Permit application form, the documents listed above in section 3 B – Required Information and Documents, and an E-Bike sample for testing as described in section 3 D – E-Bike Testing.** As part of the application process, the City may develop a shortlist of finalists from the application pool after an initial round of review. The purpose of the shortlist is to conduct interviews with finalists to make a final determination prior to issuing a single (1) permit.

The City reserves the right not to consider an incomplete application, but may, in its discretion, advise applicants of any missing application materials and accept such materials during the open call period to rectify an incomplete application. **The City further reserves the right to reject any application.**

The Operator must demonstrate through its application that it can deliver on the goals and expectations established in the Policy and meet all of the requirements described in the Permit guidelines. The key criteria the City uses during the application assessment and evaluation are:

EVALUATION CRITERIA	WEIGHT
(a) Whether the Operator is a fit and proper organization for the purposes of providing E-Bike Share services in the City taking into account the experience of the Operator, financial capacity, local presence, reputation, and staffing levels;	15%
(b) The quality of the E-Bike(s) proposed for deployment, specifically demonstrated ability to respond to safety needs in North Shore conditions;	35%
(c) The quality of the information provided in the plans included in the application;	25%
(d) Demonstrated responsiveness to the needs of and benefits to the City community; and,	15%
(e) Quality of proposed value-add program features.	10%

D. E-BIKE TESTING

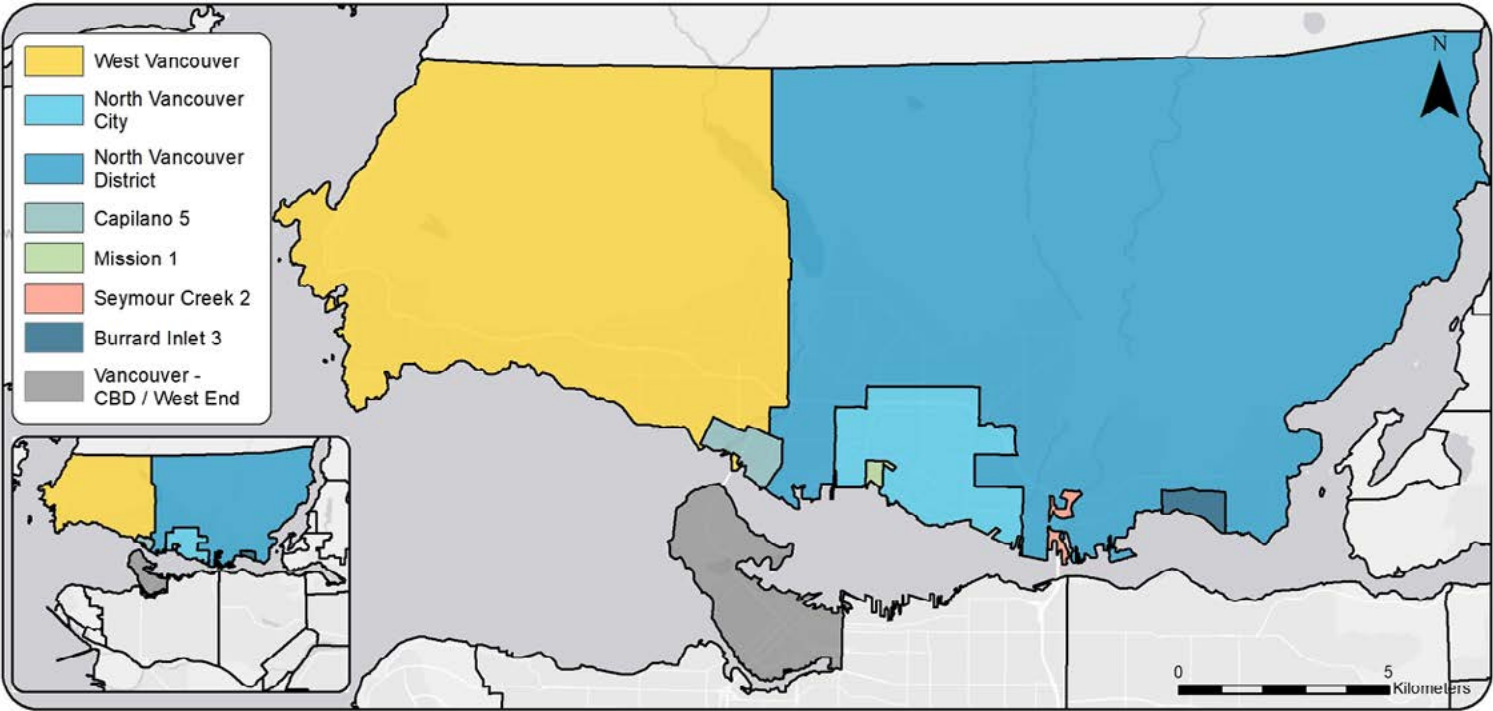
As part of the application package, the City expects potential Operators to demonstrate the E-Bike they propose to use on the North Shore. The demonstration, for the purpose of considering an application complete, consists of providing an E-Bike to the City for testing in North Shore conditions. **The potential Operator must provide a sample E-Bike prior to end of the application period for independent testing by the City.** The City reserves the right to deny a Permit to any Operator who fails to provide an E-Bike sample in a timely manner.

E. PROGRAM EXPANSION AND NORTH SHORE COORDINATION

The Permit Guidelines were developed jointly by staff at the City of North Vancouver, District of North Vancouver, and District of West Vancouver. The City is the first municipality to adopt the E-Bike Share framework, and there is the potential for expansion to these other municipalities on the North Shore. Should the other North Shore municipalities endorse an E-Bike Share framework, references to the City in these Permit Guidelines may be expanded to include the other participating municipalities. Should the program be expanded, it is anticipated that the City will be the central permit receiving authority acting on behalf of the participating municipalities.

Potential Operators should take into consideration the potential for E-Bike Share services and service area expansions to cover parts or all of the North Shore in the application materials they submit to the City. Staff from all three municipalities will participate in the review process.

NORTH SHORE JURISDICTIONAL BOUNDARIES



4. E-BIKE SHARE PROGRAM REQUIREMENTS

A. SAFETY

The Operator is responsible for the safe and secure deployment of E-Bikes in its service area, including all operations and staging activities related to the management of its E-Bike Share service. The Operator is responsible to ensure the safe use of its E-Bikes by Customers on public and private spaces where they are permitted for use, as defined by the City's Street & Traffic bylaw. **The Operator is the first point of contact for issues or complaints related to E-Bike Share operations.**

In addition, the City expects the Operator to meet the following safety requirements:

- (a) The Operator must comply with all applicable federal, provincial and municipal laws, bylaws, and regulations;
- (b) The Operator is responsible for conducting their own due diligence, including reviewing all relevant legislation;
- (c) The Operator must have visible language on each E-Bike, within the Mobile App, and on its website, that requires Customers to follow all relevant laws including Federal, Provincial, and municipal legislation and regulations;
- (d) The Operator is responsible for informing all Customers about all Helmet laws applicable based on E-Bike class and ensuring Customers comply with Helmet requirements;
- (e) The Operator must provide contact information on all E-Bikes and all other communications materials for Customers and members of the public to report a complaint or inquire about the service;
- (f) The Operator must immediately remotely lock down any E-Bike that is inoperable, unresponsive or not safe to operate once notified;
- (g) Once notified of an issue, the Operator should remove any Broken Device from the public right-of-way within 6 hours and remove the Broken Device from the Fleet or have the Broken Device repaired; and,
- (h) The Operator must provide ongoing inspection, maintenance, and cleaning of all E-Bikes.

B. SERVICE AVAILABILITY

The City expects a **minimum of 120 E-Bikes** to be publicly available in the initial Fleet upon launch; the Operator is encouraged to keep additional E-Bikes in reserve. The City expects the Operator to maintain the minimum Fleet size **from May through September inclusively**. The City's preference is to maintain E-Bike Share service availability throughout the year.

The City acknowledges that some forms of E-Bike Share may not be suitable for 24-hour per day use and therefore expects the Operator to establish regular business hours and display them appropriately on all E-Bikes and within the Mobile App.

In addition, the City expects the Operator to meet the following requirements:

- (a) The Operator must inform the City of any changes to the availability of its services at least 10 business days in advance;
- (b) The Operator's Mobile App must be available 24 hours per day for Customer sign up, support requests, and information;
- (c) The Operator must have operations support staff available during regular business hours at minimum, and should have support staff available 24 hours per day;

B. SERVICE AVAILABILITY (CONTINUED)

- (d) The Operator must provide its communications and Mobile App in English and French, and preferably provide other language options, including Farsi, Mandarin, and Cantonese;
- (e) The Operator should make different payment methods available to Customers in addition to those typically found in the Mobile App such as using a pre-loaded balance credit, over the phone, debit transaction, or others deemed feasible; and,
- (f) The Operator should provide at least 1 paid membership account to the City for enforcement purposes and describe the features of the membership to the City.

C. OPERATIONS AND PARKING

The Operator is responsible for informing Customers on how to operate and park E-Bikes properly and in approved locations. The Operator has the responsibility to ensure its operations and its Customers follow the rules of the road.

The City expects the Operator to establish, with approval by the City, designated parking and staging areas that are demarcated physically and virtually through the Mobile App. The City prefers compact parking and staging areas intended for a handful of E-Bikes, but will consider proposals for larger zones at the neighbourhood level in certain circumstances and depending on neighbourhood characteristics. Parking and staging locations and their dimensions must be approved by the City. The City will also allow for the use of lock-to solutions for parking and staging. Operators who use E-Bikes equipped with lock-to capability in their Fleet must provide the City with the means to unlock E-Bikes for no charge.

PARKING AND STAGING AREAS

Parking areas are subject to approval by the City and must, at minimum, meet the following physical parameters:

- (a) Parking areas must accommodate E-Bike(s) standing upright and be sized to accommodate the full size of the E-Bike(s);
- (b) No part of the E-Bike(s) can extend beyond the parking area;
- (c) Parking areas must be delineated with pavement markings showing the boundary of the parking area;
- (d) Pavement markings must be approved by the City and must be one of the following materials:
 - i. Paint;
 - ii. Pavement marking tape; or,
 - iii. Chloroplast seal;
- (e) Parking areas must be identified with a sign that states:
 - i. The name of the Operator and their contact information;
 - ii. The Operator's general rules and instructions on the use of the E-Bike Share service; and,
 - iii. The parking rules that apply to the parking area.



Example of a bike share parking area
Source: City of Bellevue

C. OPERATIONS AND PARKING (CONTINUED)

OPERATING AND PARKING REQUIREMENTS

In addition, the City requires the Operator to meet the following operating and parking requirements:

- (f) The Operator will contribute to all costs associated with establishment and installation of parking areas;
- (g) The Operator must Geo-fence its designated parking areas, no parking, slow zones, and no riding zones, and The Operator is responsible for ensuring Customers are informed on how to use E-Bikes in special zones;
- (h) The Operator must not allow Customers to end a Trip outside of designated parking areas;
- (i) The Operator must have the ability to communicate with Customers to notify them if an E-Bike is outside a parking area at the Trip end and that the Customer is not permitted to end the Trip outside parking areas;
- (j) Any parked E-Bike must remain within designated parking areas and must not obstruct the path of travel of other road users;
- (k) All E-Bikes and parking areas must be marked with the Operator's contact information to allow Customers and members of the public to report obstructive E-Bikes to the Operator;
- (l) All E-Bikes which are not parked properly must be re-parked to the satisfaction of the City Engineer;
- (m) The Operator must re-park E-Bikes not properly parked within 6 hours of a complaint and should strive to respond faster than the maximum timespan;
- (n) The City may remove or re-park any E-Bike parked in violation of the requirements specified or other municipal bylaws at any time and the costs to the City related to such actions will be charged against the Performance Deposit, as outlined in the Fee Schedule;
- (o) If a hazard or lack of legal access prevent an Operator from responding within the times required, the Operator must:
 - i. Remove the E-Bike at the next reasonable opportunity;
 - ii. Bear the removal costs, including reimbursement for any costs to the City; and,
 - iii. Report the location of the irretrievable E-Bike to the City if the Operator cannot safely and legally remove the E-Bike.

D. INSURANCE AND LIABILITY

LIABILITY

The Operator will be required to indemnify, defend and save harmless the City, its elected officials, employees and agents (the "Municipal Parties") from and against any and all liability, damages, losses, liens, charges, claims, demands, payments, suits, causes of action, proceedings, actions, recoveries and judgments, including without limitation all costs of defending or denying the same (including all legal, expert and consultant fees and disbursements) (collectively, "Claims") which arise out of or result from:

- (a) Any act or omission, negligent or otherwise, of the Operator, its Customers, invitees, employees, subcontractors or agents or others for whom it is responsible at law in connection with the Operator's operation of the E-Bike Share service;
- (b) Any breach by the Operator of the terms, conditions, obligations, requirements, representations and warranties of this Policy, the Permit, or of any bylaw, statute, rule, regulation or policy applicable to the operation of the E-Bike Share service; and,
- (c) Any damage to property or any personal injury, including death, resulting directly or indirectly from the Operator's use or occupation of land for the E-Bike Share service.

D. INSURANCE AND LIABILITY (CONTINUED)

In no event will the Municipal Parties be liable to the Operator or any of its Customers, invitees, employees, subcontractors or agents for any indirect, special, incidental, punitive or consequential damages (including lost profits or revenues) arising out of or in any way related directly or indirectly to the Permit or the operation of the E-Bike Share service.

The Operator releases the Municipal Parties from and against any and all Claims which the Operator may at any time have against the Municipal Parties in respect of the Permit and the rights granted under it and the operation of the E-Bike Share service, except to the extent the same has resulted from the sole negligence of the Municipal Parties.

REQUIRED INSURANCE

The Operator will at the Operator's expense maintain at all times during the Permit period the following insurance:

- (a) Commercial General Liability Insurance with limits not less \$10 million per occurrence, covering all operations of the Operator under the Permit including claims for bodily injury, death and property damage. Such insurance will include a non-owned automobile liability, products and completed operations liability and contractual liability of sufficient scope to include the liability assumed by the Operator under the Permit. Such insurance must:
 - i. Be endorsed to include the City and its administrators, successors, assigns, insurers, officials, officers, employees, servants and agents as additional insureds;
 - ii. Contain a cross liability clause;
 - iii. Be written by insurers licensed to do business in the Province of British Columbia;
 - iv. Contain a waiver of the insurer's rights of subrogation against the City;
 - v. Be primary (and non-contributory) to any insurance maintained by the City;
 - vi. Contain a 30-days written notice of cancellation of or material change to the policy provision;
- (b) Automobile Liability Insurance of not less than \$5 million dollars in any one accident, covering all licensed motor vehicles owned or leased by the Operator and used in connection with the Permit; and
- (c) Workers' Compensation Coverage in respect of all Operator's employees, workers and servants engaged in the operations under the Permit.

Certificates of insurance evidencing the specified insurance must be delivered to the City prior to the issuance of the Permit and subsequent renewals must be delivered to the City not later than 10 days following the expiry of the prior policy.

In the event of any notice of loss, damage, occurrence, accident, claim or suit (collectively "Claim"), the Operator will notify within five (5) business days the insurer and the City of such Claim. The Operator and or the Operator's insurer will assume the defense of any such Claim, including the City's defense. The Operator will be responsible for all costs of the City relating to the defense of the Claim, including the costs of an independent investigator, and ensure that the City is kept apprised of the status of the Claim.

The Operator may not transfer a Permit to any other entity. The Operator must notify within five (5) business days the City of any material changes to the Operator's corporate structure or ownership. Failure to do so will be cause for revocation of the Permit. For purposes of this paragraph, "transfer" will include the sale or other exchange of 50% or more of the ownership or control of the Operator to a third party.

E. DATA SHARING AND REPORTING

The Operator is required to meet the following Data sharing and reporting requirements:

- (a) The Operator must **share all Data** on North Shore operations with the City;
- (b) The Operator must **supply an E-Bike inventory list** to the City complete with each unique identifier number and serial numbers before making any E-Bikes available for rent;
- (c) The Operator must **comply with the Mobility Data Specification (MDS)** (<https://github.com/openmobilityfoundation/mobility-data-specification>) and provide raw information in a format acceptable to the Municipal or City Engineer on Fleet, Trip, location, parking, incident, and maintenance Data that must be secured with a token or authentication that is shared with the City;
- (d) The Operator must provide the City **monthly summary reports on key metrics** as required by the City Engineer;
- (e) The Operator must provide the City **access to a dashboard**, software interface, or Application Programming Interface (API) that shows anonymized real-time information on E-Bike locations and usage (e.g. number of trips on a given E-Bike in the previous 24 hours), condition status, and battery level;
- (f) The Operator must **ensure that E-Bike locations are known**, including when on a Trip, by incorporating a location tracking component into all E-Bikes (this excludes phone-based location services information e.g. Bluetooth technology);
- (g) Raw Data feeds supplied by the Operator must be **consumable by third-party software if the Operator does not maintain its own dashboard** for use by the City or if the City chooses to partner with a third-party partner;
- (h) The Operator and the City will **maintain all Data use rights for at least three (3) years** after the date when the Operator ceases operation in the City;
- (i) **Personal Information will not be shared** with the City or any other entity and the Operator must ensure the privacy and non-disclosure of the Personal Information of its Customers;
- (j) Raw Data consumed through the API by third-party software providers specified by the City must **not be publicly available without consent from the Operator**; and,
- (k) The Operator must **conduct surveys upon request by the City** and include questions from the City in surveys as requested.

I. USER PROTECTIONS

The Operator must ensure Customer Data privacy, including all financial and Personal Information. The Operator inform Customers about how their data will be collected, stored, used, and shared. Any Customer Data collected must not be shared with third parties without express consent from the Customer.

The Operator must provide a written justification to the Customer explaining why it needs access to each type of Customer file (e.g. contacts, camera, photos, location, interaction with other software or apps, etc.).

The Operator must provide Customers with clear, prominent information about what Data will be accessed (e.g. location services, camera, contacts, photos, etc.) and explain how and why Data will be used. Information must not be hidden in longer terms-of-service notifications.

If the Operator has the desire to access such features, the Operator must provide Customers with an opt-in option feature within the Mobile App, where they can agree to provide access to their contacts, camera, photos, files, and other private Data and third-party Data sharing.

F. ENFORCEMENT

In case of emergency or immediate threat to public safety, the City may take any action as deemed necessary to remove the emergency or threat.

If the Operator fails to comply with any of the requirements of the Policy or the conditions of the Permit, in addition to revocation of the Permit, the City may modify the Permit conditions including reducing Fleet sizes and/or adding additional Permit conditions. If the Permit is revoked for failure to comply with the requirements of the Policy or the conditions of the Permit or for any other reason, the Operator must remove its entire Fleet from all City streets, parks and pathways within 30 calendar days of notice, unless otherwise directed by the City. If this is not completed, the City will remove the Operator's Fleet from municipal property and deduct the costs of removal and/or storage from the remaining Security for Performance balance.

Any changes to the Permit will be communicated via email to the address provided at the time of application or other email address provided by the Operator subsequently for notification.

G. FEE SCHEDULE

FEE REASON	COST	FREQUENCY	NOTES
Permit Application	\$250	Once	Paid upon submitting a complete Permit application form.
E-Bike Share Permit	\$40 + GST per E-Bike deployed	Annual	The fee covers the total number of deployed E-Bikes. Operators may have additional E-Bikes in storage that are kept in reserve and therefore not part of the active fleet.
Security for Performance	\$10,000	Once	Non-recurring, refundable minus deductions. Paid to each participating municipality.

DEDUCTIONS

Fees deducted from Security for Performance

- (a) **E-Bike retrieval fee:** The City will deduct any costs incurred by the City (including staff time plus 15%) related to retrieving any E-Bike; and,
- (b) **E-Bike impoundment fee:** \$50 per E-Bike plus \$1 per day for storage. If the Operator fails to retrieve the E-Bike after 30 days, the City will recycle the E-Bike and charge any recycling costs incurred.

If fees exceed the value of the Security for Performance, the City reserves the right to charge fines and fees directly to the Operator, to require payment of an additional Security for Performance, or to pursue cancellation of the Permit.

Separately, fines for non-compliance with Permit conditions will be charged directly to the Operator. A schedule of all fines is available in the City's Bylaw Notice Enforcement Bylaw, No. 8675

ADDENDUM

E-BIKE SHARE PERMIT—APPLICATION PROCESS ADDENDUM

February 11, 2021

On February 8, 2021, the District of North Vancouver Council gave Three Readings to bylaw amendments that would enable its participation in the E-Bike Share pilot. The District of North Vancouver Council must still adopt the bylaws to become a full participant. Should adoption occur at the February 22, 2021 Council meeting, the District of North Vancouver will become a full participant in the E-Bike Share Pilot and will be in a position to jointly issue an E-Bike Share Permit with the City.

In light of this development, the City asks that potential applicants include information addressing the following points about both of the anticipated initial participating municipalities (City of North Vancouver and District of North Vancouver) in their application packages:

- The extent of the service area coverage on launch day (per Section 3B(d)(ii) of the Permit Guidelines);
- The locations of parking zones on launch day and potential expansion areas (per Section 3B(e)(i) of the Permit Guidelines);
- Criteria for choosing e-bike parking zones (per Section 3B(e)(vi) of the Permit Guidelines); and,
- Criteria for expanding/adding e-bike parking zones (per Section 3B(e)(vi) of the Permit Guidelines).

Given this request for clarifying information not explicitly specified in the E-Bike Share Permit Guidelines, the E-Bike Share Permit application process **deadline is extended to February 24, 2021 at 5:00 PM PST.**

