

LICENSE AGREEMENT

Dated the ____ day of _____, 2021.

BETWEEN:

THE CITY OF RED DEER
(the "City")

- and -

[First and Last Name]
(the "License Holder")

Background

- A. The City began a two-year pilot program in 2021 authorizing the operation of "E-Scooters" on municipal sidewalks and paved pathways for the purpose of evaluating the suitability of E-Scooters in the municipality.
- B. The License Holder wishes to participate in the pilot program and completed a business license application for the purpose of renting E-Scooters in Red Deer.
- C. Provided the License Holder complies with the applicable legislation, regulations, bylaws and the terms of this agreement, the City will allow the License Holder access to designated municipal sidewalks and paved trail pathways for the purpose of operating an E-Scooter rental business.

NOW THEREFORE, in consideration of the covenants, conditions and stipulations herein contained, **THE PARTIES HERETO AGREE AS FOLLOWS:**

Definitions

- I. In this Agreement, including the Background, the following words shall have the following meanings:
 - (a) **"Agreement"** means this license agreement together with the following attached schedules:
 - (i) Schedule "A" – Service Area
 - (ii) Schedule "B" – E-Scooter Pilot Program Rules
 - (iii) Schedule "C" – Insurance
 - (iv) Schedule "D" – Fees and Deposits
 - (v) Schedule "E" – Customer Liability Release Form
 - (b) **"Customer"** means a person or corporation that rents an E-Scooter from the License Holder for any amount of time;
 - (c) **"E-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;
 - (d) **"Furniture Zone"** means the area for all street furniture, street lights, recycling and waste receptacles, bicycle racks, parking meters, and acts as a buffer between the roadway and the pedestrian sidewalk (See Schedule "B" Appendix 1);

- (e) **“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 License Holder to cause certain actions when an E-Scooter in its fleet enters or leaves an area, including regulating speed or issuing notifications;
- (f) **“In-App”** means the License Holders piece of software for a Customer’s phone that will have to be downloaded in order to connect to the License Holder’s E-Scooter system;
- (g) **“Indemnified Parties”** means the City and the City’s elected officials, officers, agents, employees, and volunteers;
- (h) **“Operating Season”** means E-Scooter operations conducted from March 16 to October 31 of a calendar year;
- (i) **“License”** means a License issued to allow for a License Holder to conduct Shared E-Scooter operations on sidewalks and paved trails, based on the required permissions under Red Deer Bylaws including section 20 of the *Traffic Bylaw 3186/97* and section 5 of the *Parks and Public Facilities Bylaw 3255/2000*;
- (j) **“License Holder”** means [business name] who has been issued a License to conduct E-Scooter operations during the Pilot;
- (k) **“Pilot”** means the E-Scooter Pilot operating from July 2021 through October 31, 2023;
- (l) **“Rebalancing”** means the redistribution of E-Scooters to respond to Customer needs within the Service Area and to address locations that have too many or too few parked;
- (m) **“Service Area”** means the geographic area that the City designates where the License Holder may deploy E-Scooters and allow a Customer to start or end a Trip;
- (n) **“Shared E-Scooters”** means a system of E-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;
- (o) **“The City”** or **“City”** means the municipal corporation of the City of Red Deer or the area contained within the City boundaries as the context requires;
- (p) **“Trip”** means the action of a Customer renting an E-Scooter by unlocking (“Trip start”), travelling during that period (“Trip time”) and ending the rental in its final parking location (“Trip end”); and
- (q) **“Winter Season”** means November 1 through to March 15, of each year the Pilot is permitted to operate.

License

2. Subject to the City Manager’s authority to modify the areas where E-Scooters are permitted pursuant to the *Business License Bylaw 3609/2018*, the City grants to the License Holder a license to use and occupy the Service Area for the purpose of operating and parking E-Scooters, as shown in Schedule “A”.

3. The rights of the License Holder are only personal in nature and the License Holder does not have any legal or equitable estate in the Service Area under this Agreement.

Term

4. The term of this Agreement shall commence on [Date], 2021 and terminate on October 31, 2023 unless earlier terminated by the parties hereto in accordance with the provisions of this Agreement.

Fees

5. The License Holder shall pay to the City the fees and deposits outlined in Schedule “D”, corresponding to the number of E-Scooters the License Holder is authorized to deploy in Red Deer.

License Holder Obligations

6. The License Holder shall:
 - (a) observe and perform all those terms and provisions of this Agreement which are binding upon it and not to do, or permit to be done, anything contrary to any provision of this Agreement;
 - (b) comply with the E-Scooter Pilot Program Rules outlined in Schedule “B” and any changes to those rules the City may make during the term of this Agreement;
 - (c) maintain and keep the E-Scooters in good and safe repair; and
 - (d) be solely responsible to maintain insurance as outlined in Schedule “C”.

Restrictions on the License Holder’s Rights

7. The License Holder shall not use the Service Area for any purpose other than required for E-Scooter business operations and as authorized by this Agreement.
8. Participation in the Pilot shall be at the sole risk of the License Holder. The City shall not be liable for any loss or damage thereto howsoever occurring. The License Holder hereby agrees to indemnify, defend and hold harmless the City 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 License Holder, its subcontractors or their respective directors, officers, agents, employees, partners, affiliates, volunteers or independent contractors in the course of performance of the License Holder’s obligations under, or otherwise in connection with, this Agreement. The License Holder further agrees to indemnify, defend and hold harmless the City from any Claims to which the City may be put or suffer by reason of the License Holder’s breach of the terms and conditions of the Pilot or any act, regulation, bylaw, or rule. The License 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 License Holder, claimed or resulting from such Claims. The obligations contained in this paragraph will survive the termination or expiry of this Agreement.
9. The License Holder must require all Customers, as a term and condition of using any E-Scooter in the Pilot, 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 E-Scooters

within the City and provide the City with proof of acceptance of such terms and conditions by each Customer upon request.

10. At the City's sole discretion, the E-Scooter Pilot Program Rules outlined in Schedule "B" may be modified from time-to-time by notice as outlined in this Agreement, including, without limiting the foregoing, the parking obligations, fleet size, Service Area, data sharing and reporting requirements and maximum speed limits.

Liquidated Damages

11. If the City is obliged to remove or re-park an E-Scooter due to non-compliance with the requirements set out in Schedule B, non-compliance with this Agreement, because of termination of this Agreement or to address a safety concern, the City may charge the costs, based on the City's hourly crew rate plus 15% for overhead, against the License Holder or the License Holder's security deposit and require the deposit to be replenished according to the rates outlined in Schedule "D".

Termination

12. This Agreement may be terminated by either party upon thirty (30) days' notice to the other party without cause unless the parties agree to a lesser or longer termination period.
13. Within the time specified for termination in any notice of termination of the Agreement, the License Holder shall remove all E-Scooters from the Service Area, at the License Holder's sole expense.

Notices

14. Any notices or other communications required or permitted to be given pursuant to this Agreement will be in writing and will be either personally delivered, sent by regular mail, facsimile or sent by electronic mail to the other party at the following addresses:

THE CITY OF RED DEER

Box 5008
Red Deer, AB T4N 3T4
Telephone :
Fax:
Email:
Attention:

[LICENSE HOLDER FIRST AND LAST NAME]

[Address for service]
Telephone: _____
Fax: _____
Email: _____

15. If notices are sent by mail, they are presumed to be received on the seventh day after posting. If notices are delivered or sent by facsimile or electronic mail, they are presumed to be received on the next business day after they were delivered or sent by facsimile or electronic mail. Either party may change its address for service by notice to the other party.

Additional Terms and Conditions

16. Time shall be of the essence of the Agreement and this Agreement shall enure to the benefit of and be enforceable by the parties hereto, their heirs, executors, successors and assigns.
17. Nothing in this Agreement should be construed as creating a relationship of employer/employee, principal/agent, partners or joint venture. This Agreement does not signify the City's endorsement of the License Holder.

18. This Agreement, or any rights contained herein, shall not be assigned to another party without the written consent of the City. Such consent shall be at the City's sole discretion.
19. This Agreement may be amended in writing by mutual consent of both parties.
20. This Agreement is governed by the laws of Alberta.
21. Notwithstanding the termination or expiry of this Agreement, the License Holder acknowledges that information and records compiled or created under this Agreement which are in the custody of the License Holder are subject to the *Freedom of Information and Protection of Privacy Act*. If a request is received for any of these records, the License Holder shall forward the information and records, at the License Holder's expense, to the City within five calendar days of official notification by the City.
22. Should any term or portion of this Agreement be found to be invalid or unenforceable, the remainder shall continue to be valid and enforceable.
23. The City and the License Holder acknowledge that the headings in this Agreement have been inserted for convenience of reference only.
24. This Agreement constitutes the complete and exclusive agreement between the License Holder and the City concerning the subject matter of this Agreement; it supersedes and replaces any prior agreement between the parties.
25. This Agreement may be executed in separate counterparts and all executed counterparts together shall constitute one Agreement. A facsimile copy of an executed counterpart signature page will be as valid as an originally executed counterpart for purposes of signing this Agreement.

The parties to this Agreement have affixed their corporate seals signed by the hands of their proper officers.

In the absence of a corporate seal, the "**Affidavit Verifying Corporate Signing Authority**" and the "**Affidavit of Execution**" attached shall be completed in full.

THE CITY OF RED DEER

 PRINT NAME

 SIGNATURE (C/S)

 TITLE

**[LICENSE HOLDER'S FIRST AND
 LAST NAME]**

 SIGNATURE

 SIGNATURE

 WITNESS

 WITNESS

AFFIDAVIT OF EXECUTION

CANADA)
)
PROVINCE OF ALBERTA)
)
TO WIT)
)

I, _____ of the _____ of
_____, in the Province of Alberta,
MAKE OATH AND SAY:

1. I was personally present and did see [**License Holder's First and Last Name**], named in the annexed instrument, 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 Red Deer, in the Province of Alberta, and that I am the subscribing witness thereto.
3. That I know the said [**LICENSE HOLDER**] and [he] is, in my belief, of the full age of eighteen years.

SWORN/AFFIRMED before me at the City)
of Red Deer, in the Province of Alberta, this)
___ day of _____, 20___.)
)
)
)
_____)
A Commissioner for Oaths in)
and for Alberta)

(Signature of witness)

AFFIDAVIT OF EXECUTION

CANADA)
)
PROVINCE OF ALBERTA)
)
TO WIT)
)

I, _____ of the _____ of
_____, in the Province of Alberta,
MAKE OATH AND SAY:

1. I was personally present and did see [**Second License Holder**], named in the annexed instrument, 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 Red Deer, in the Province of Alberta, and that I am the subscribing witness thereto.
3. That I know the said [**License Holder**] and [she] is, in my belief, of the full age of eighteen years.

SWORN/AFFIRMED before me at the City)
of Red Deer, in the Province of Alberta, this)
___ day of _____, 20___.)
)
)
)
_____)
A Commissioner for Oaths in)
and for Alberta)

(Signature of witness)

Schedule "A"

Service Area – See Separate document E-SCOOTER PILOT PROJECT - MAPS

Schedule “B”
E-Scooter Pilot Program Rules

A. General Requirements

1. It is a condition of the License that the License Holder must obtain from the Province any exemptions necessary to allow E-Scooters to operate on a sidewalk or paved trail for the duration of the Pilot.
2. License Holders must ensure compliance with all Federal, Provincial and City legislation unless otherwise exempted and must ensure they inform Customers of all applicable Federal, Provincial and City legislation relevant to operating in the Pilot. Nothing in this Schedule, including the License Requirements and License conditions, relieves a License Holder from conducting their own due diligence and reviewing all applicable legislation. The City encourages the License Holder to seek legal advice before commencing Shared E-Scooter operations.
3. License Holders must acknowledge and clearly communicate to their Customers, that E-Scooters are Licensed to be operated only on The City’s sidewalks or paved trails. As per the *Traffic Bylaw 3186/97* including but not limited to sections 20, 22.1, 32.2 and 73.2 and *Parks and Public Facilities Bylaw 3255/2000*, including but not limited to section 5(e), E-Scooters cannot be operated on or in the roadway area, except on sidewalks and paved trails.
4. License Holders must acknowledge and clearly communicate to their Customers that E-Scooters are subject to the Criminal Code of Canada (offences relating to conveyances) as per [2018, c.21 \(Bill C-46\)](#). Customers operating E-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.
5. The License Holders E-Scooters maximum assisted speed on flat level ground must be governed to twenty (20) kilometres per hour (km/h) or less.
6. License Holders must make E-scooter rentals available to Customers that are sixteen (16) years old or older and must not rent E-Scooters to any Customers who are under the age of sixteen (16) years old.
7. License Holders must not display third party advertising, sponsorships, or sponsored content on E-Scooters without written approval from The City.
8. License Holders must agree to indemnify The City and its employees for any loss or action arising out of the Pilot.
9. License Holders must prove and continuously maintain commercial liability insurance throughout the entire term of the Pilot that meets the requirements set out in Schedule C.
10. License Holders must provide two (2) free membership accounts to The City to assist in the review of the compliance of all requirements set out in these E-Scooter Pilot Program Rules.
11. License 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 Pilot.
12. License Holders must require all Customers, as a term and condition of using any E-Scooter supplied

in the Pilot, to agree that they understand and will follow all Federal and Provincial legislation and 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 License Holder.

13. License Holders must require all Customers, as a term and condition of using any E-Scooter supplied in the Pilot, to consent to and complete a release of liability, waiver of claims and assumption of risk against The City as required by section 9 of this Agreement and as set out in Schedule "E".

14. License Holders must hold The City harmless for any damage that may occur to its E-Scooters from routine maintenance on the roadways, pathways, sidewalks and boulevard spaces.

15. Any changes to the Pilot will be communicated via email at the address provided at the time of Application unless the License Holder provides a subsequent email address for notification.

B. Compliance and Rights of Removal

1. License Holders must respond in a satisfactory manner to pedestrian obstructions and safety concerns as soon as possible but no later than three (3) hours from when they become aware of an issue. A satisfactory response includes remedying the concern in a reasonable manner and timeframe.

2. The City will monitor citizen feedback, review on-going License Holder data requirements, and perform field audits as necessary to ensure License Holders remain in compliance of all License conditions and Pilot requirements.

3. The City may remove or re-park any E-Scooter parked in violation of the License or other City Bylaws at any time, where the location is deemed to be a safety concern for other citizens or traffic. The City will deduct from the License Holders security deposit for any fees, resources, and staff time related to the removal of the E-Scooters.

4. If the License Holder fails to comply with any conditions of the License, in addition to revocation of the License, The City may modify the License conditions including reducing fleet sizes, adding additional License conditions or revoking the License. If the License is revoked for failure to comply with the conditions of the License or for any other reason, the License Holder must remove its entire fleet from all City streets, parks and pathways within 14 days of notice, unless otherwise directed by The City.

5. 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.

C. E-Scooter Specifications

1. License Holders must ensure all E-Scooters that are made available for the Pilot, meet the following conditions:

(a) any exemption requirements set forth by the Alberta Government for Vehicle Equipment;

(b) License Holders must display easily visible contact information including a toll-free phone number on each E-Scooter so that Customers or other members of the public can report issues or make relocation requests;

2. All E-Scooters used in the Pilot must have the following features:
 - (a) Kickstand;
 - (b) Bell or sound-making device;
 - (c) Lights on the front and back that turn on automatically and stay on while in operation;
 - (d) Governor that limits the speed of the E-Scooter to 20 km/h and can further reduce speeds to 5 km/hr in zones specified by the City Manager;
 - (e) Each E-Scooter must be easily identifiable to which company owns it and have a unique identifier number that is clearly displayed and visible to the Customer on the E-Scooter;
 - (f) Active location tracking component capable of providing real-time location data of the E-Scooter, even when it's not in use;
 - (g) Internal electric lock that can operate wirelessly by mobile phone application to lock the E-Scooter wheels when not in use;
 - (h) License number issued by The City to the License Holder; and
 - (i) E-Scooters must have a battery level indicator at least shown in the License Holders In-App software, if not on the E-Scooter itself.

D. Riding and Parking Requirements

1. License Holders are responsible for informing and educating Customers on how to ride and park an E-Scooter properly within their Service Area and educate them on all requirements outlined in this License.
2. License Holders must clearly communicate to their Customers, that E-Scooters are Licensed to be operated /ridden only on The City's sidewalks, or paved trails. E-Scooters cannot be operated on or in the roadway area, except in crosswalks. In the absence of a sidewalk, or paved trail, the Customer must dismount and walk the E-Scooter.
3. The License does not authorize the parking and riding of E-Scooters on property other than City owned property. It is expected that License Holders will seek and maintain agreements with third parties, such as Red Deer College campus, malls and on all other private property.
4. License Holders must educate Customers to not ride or operate E-Scooters in locations within or on:
 - (a) Roadway as per *Traffic Bylaw 3186/97 and Parks and Public Facilities Bylaw 3255/2000*;
 - (b) Red Deer Transit vehicles;
 - (c) City Hall Park;
 - (d) Inside transit terminals, parkades, and bus zones;
 - (e) Buildings; and
 - (f) Any other zone the City Manager designates.
5. License Holders must educate the Customer of the requirements that E-Scooters at no time can a Customer operate inside Sorensen Station or inside buses. E-Scooters will be permitted to operate at slower speeds at Kingston and Bower Hubs.

No-Riding and No-Parking Zones

6. License 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 E-Scooters to be parked.
7. Other no-riding and no-parking zones may be designated by The City and the License Holders must Geo-fence designated parking areas, no parking and no riding zones, or other locations at the request of The City. License 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. These zones could be for long or short term periods.
8. The License Holder must use Geo-fence technology and have In-App ability to communicate by text or In-App alert, and decelerate and ultimately stop their E-Scooters alerting the Customer that the E-Scooter is being ridden or parked in a specific non-Licensed area.

General Parking

9. E-Scooters belonging to the License Holders 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.
10. All parked E-Scooters must remain in an upright position with all wheels in contact with the ground.
11. Any E-Scooter that is parked in one location for more than two (2) consecutive days without moving must be removed from that location by the License Holders. If the E-Scooter remains in one location after two days, it may be removed by The City and taken to a City storage area at full expense to the License Holder.

Sidewalk Parking

12. License Holders must have E-Scooters that have an internal electric lock and does not require the E-Scooters to be locked to stationary items. Proper sidewalk parking would be:
 - (a) E-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;
 - (b) In the absence of a Furniture Zone, E-Scooters must not be parked in a way that impedes pedestrians moving through the Sidewalk zone to access any buildings. E-Scooters must be parked next to the **edge zone** leaving at least 2.0 metres of sidewalk zone unobstructed for pedestrian movements. E-Scooters must not be parked where these minimum distance requirements cannot be met; and
 - (c) Parked in the upright, standing position, with all wheels in contact with the ground.

Street Parking

13. E-Scooters must not be parked on the street.
14. E-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.

15. E-Scooters must not be parked in locations within or on:

- (a) Loading zones;
- (b) Accessible parking zones;
- (c) Wheelchair ramps, Bicycle ramps or curb ramps;
- (d) Bridges;
- (e) Center median islands;
- (f) Within 1.5 metres of an access to a garage or driveway;
- (g) Street furniture that requires pedestrian access (benches, pay parking station, bus shelters);
- (h) Within shrub beds or within 0.5 metres of trees; or
- (i) Within City Parking Spaces.

16. E-Scooters must not be parked on a pathway or within 1.0 metre of either side of a pathway.

17. The City may create designated parking areas where E-Scooter parking causes concerns for operations or the public.

Temporary Parking Restrictions

18. The City may impose temporary E-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 License 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.

Temporary Fleet Removal

19. Upon direction of The City due to a major weather event, emergency event, or other situations requiring immediate action, the License Holder must collect and secure all, or a portion of, the License Holder-owned or controlled E-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.

20. 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. Any changes will be circulated to license holders.

E. Operations and Maintenance

- 1. License Holders must operate 7 days a week during the Operating Season. License Holders must cease operations during the Winter Season.
- 2. License Holders must have staffed operations located within The City for the purpose of E-Scooter maintenance, Rebalancing, collection, and retrieval and provide The City with a direct contact for staff that are capable of Rebalancing E-Scooters.
- 3. License 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.

4. License Holders are required to remedy any E-Scooter parked in violation of the License or other City Bylaws and must be re-parked in a correct manner or removed by the License Holder within three (3) hours of receiving a parking in violation of the License” notice.
5. License Holders must remove any inoperable E-Scooter or any E-Scooter that is not safe to operate as soon as possible. Once notified of an issue, the License Holder must remotely lock down the E-Scooter as soon as possible, to ensure it cannot be used.
6. License Holders must rebalance any E-Scooters within three (3) hours of receiving notice. If notice is brought to the attention of the License Holder between the hours of 10:00 pm – 5:00 am, E-Scooters must be rebalanced no later than 8:00 am on the same morning they were notified, unless the notice is an imminent safety concern, which must be dealt with immediately.
7. License Holders must acknowledge that allowing E-Scooter to be parked outside increases exposure to snow, water and gravel that may be deposited on the spaces adjacent to streets, sidewalks, and pathways during City street maintenance activities. These materials can contain hydrocarbons and salt residues, which may result in premature wear of E-Scooters components.
8. License Holders must take steps to inspect, repair and maintain all E-Scooters so as to ensure public safety.

F. User Experience, Education, and Encouragement

1. License Holders are responsible for informing its Customers on how to use its services, how to ride and park its E-Scooters legally and in compliance with any requirements set out in this Framework.
2. License Holders must encourage Customers to wear a helmet In-App and on their company website.
3. License 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.
4. License Holders must forward periodic updates to users as per information prescribed by The City.
5. License Holders must provide targeted community outreach at their own cost to inform the citizens of Red Deer about the E-Scooter Pilot, their E-Scooters, systems, and policies. Targeted communication outreach may include:
 - (a) Participation or attendance at public meetings and events;
 - (b) Participation or attendance at community-led events or gatherings;
 - (c) Meeting with Business Improvement Areas (BIA’s), community associations, business owners, and other groups in the Service Area;
 - (d) Hosting community events within the Service Area; or
 - (e) Social media targeted advertising and promotion.

G. Data Sharing and Reporting

1. License Holders must comply with the following data sharing requirements:
 - (a) License Holders must supply an E-Scooter inventory list to The City complete with each unique

identifier number and serial numbers before making any E-Scooter available for rent;

- (b) The City requires access to historical Trip data and fleet status changes, which must be stored by the License Holder and made accessible to The City at any time during the License, and for at least six months after the Pilot ends.
- (c) To ensure that E-Scooter locations are known, even when not in use, all E-Scooters must have a location tracking component affixed. This excludes phone-based location services information (i.e. Bluetooth technology);
- (d) The License Holder must collect and make data available for parking issue occurrences reported and the responses to each of them. This will include parking infractions reported by The City, general public, Customers and the License Holder;
- (e) The License Holder must generate a data record that describes each parking report, the location of the E-Scooter if possible, the time it was reported, the time it was responded to and how the action required;
- (f) The License Holder must collect and make data available for all known incidents in which their E-Scooter was involved in a collision, accident, injury or property damage and make this data available upon request;
- (g) All License Holders must generate a publicly available real-time data feed online in a uniform format so that map and transportation based apps can easily incorporate this data into their platforms. This feed must include information about the system and E-Scooters available for use. The License 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;
- (h) The License Holder will provide Application Program Interface (API) access on an ongoing basis during the License so that The City can access and locally store all of the data shared under the conditions of this License and the License Holder must make all data accessible to The City or to a City-approved third-party data aggregator, through an application program interface (API);
- (i) The License Holder must meet all the conditions for data, sharing and reporting for the Pilot at all times during the License; and
- (j) Failure to comply with these conditions could result in the revocation of the License.

H. Survey

1. License Holders must conduct an opt-in member survey. If the License Holder is operational in all Operating Seasons from July 2021 to October 2023, they must conduct a survey in 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 License Holder must include these questions and may include other questions, subject for 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.
2. Survey results, showing the response and feedback a 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.

I. Data Privacy

1. License Holders must employ an electronic payment system that is compliant with the Payment Card Industry Data Security Standards (PCI DSS).
2. License Holders must provide a privacy policy that safeguards Customers' personal, financial, and travel information and usage including, but not limited to, Trip origin and destination data. License 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 through the License term, or at any time The City determines that an audit is warranted.
3. License 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 License 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.
4. License 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

Schedule B Appendix I: Parking Reference Material

Figure I.1 Public Realm Components and Zones

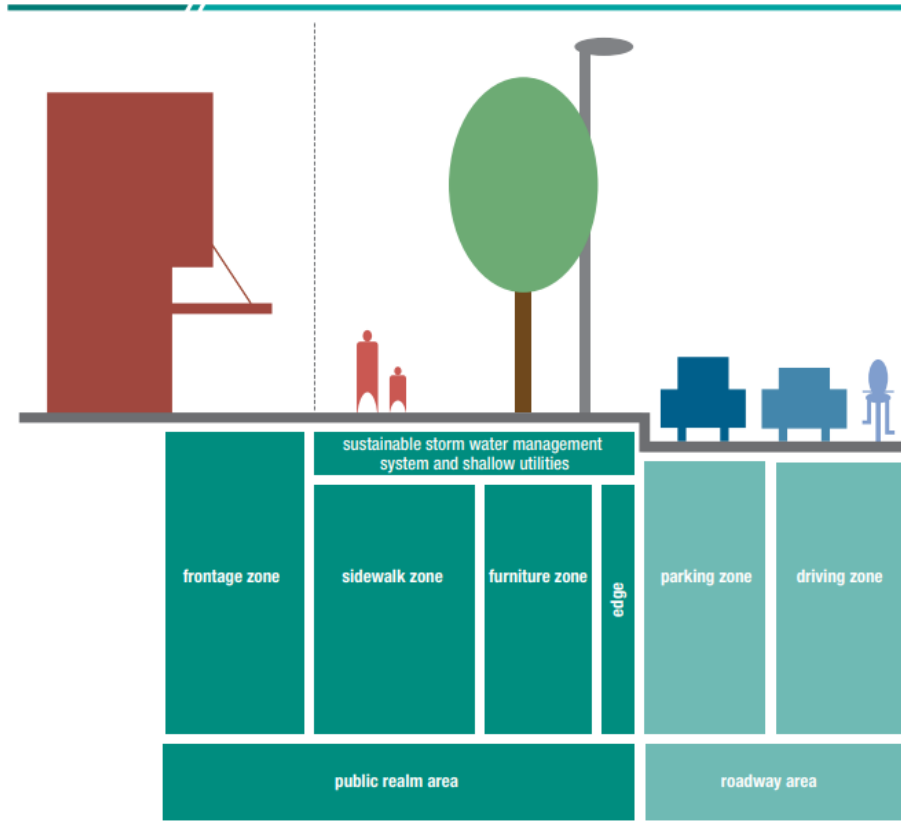
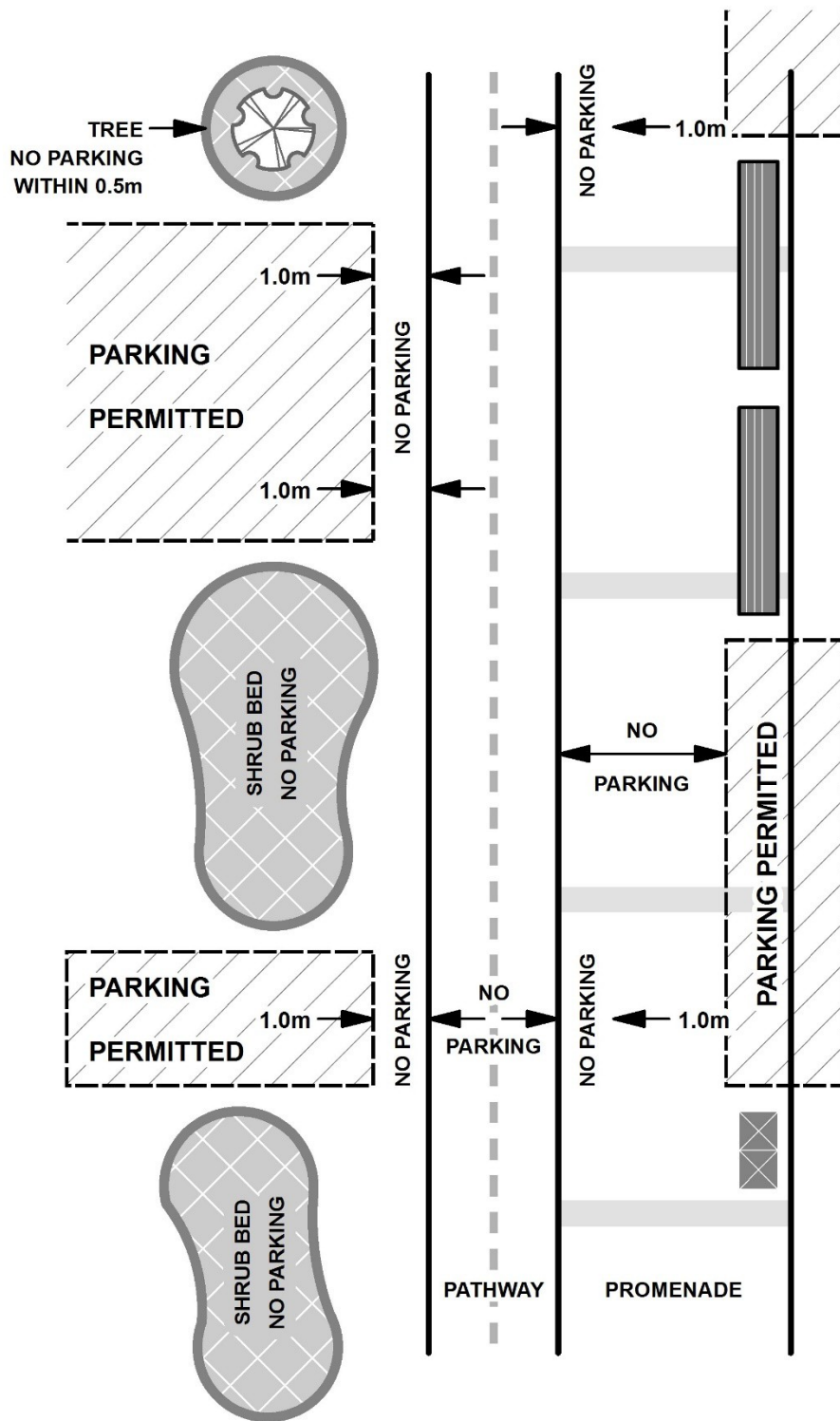


Figure 1.3 Parking Guidelines in park space



Schedule "C" Insurance Requirements

- I. The License Holder hereby agrees to put in effect and maintain insurance for the License Holder, at its own expense, in a form that is satisfactory to the City and with insurers allowed by the laws of the Province of Alberta to issue insurance policies in Alberta, the following insurance policies:
 - (a) a commercial general liability insurance policy for bodily injury (including death) and property damage in an amount of not less than TEN MILLION DOLLARS (\$10,000,000) CDN inclusive limit for any one occurrence and such policy must include:
 - the City of Red Deer as an additional insured;
 - a cross liability clause;
 - blanket contractual liability coverage;
 - a non-owned automobile liability clause;
 - products and completed operations coverage;
 - 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 Pilot; and
 - 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 License 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 Pilot;
 - (d) cyber and privacy liability insurance covering actual or alleged acts, errors or omissions committed by the License 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;
 - (e) proof of Workers Compensation coverage; and
 - (f) participant accident coverage satisfactory to the City;

all above noted insurance policies must include a provision for The City to be given thirty (30) days written notice prior to cancellation, and thirty (30) days prior notice of any material change requested by the License Holder of the insurance policies.

2. If the License Holder is unable to secure participant accident coverage satisfactory to the City, the City will have discretion to obtain suitable coverage, charge the cost back to the license holder and permit the License Holder to operate notwithstanding section I (f) of this Schedule.

3. The License Holder will be responsible for all deductibles that may apply in any of the required insurance policies.
4. The License 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 License Holder.
5. The insurance requirements set out above will be primary and The City's insurance will be non-contributory.
6. The License Holder will provide the City with proof of the insurance required by this Agreement in the form of valid certificates of insurance that reference this Pilot and the operation of E-Scooters and confirm the required coverage, before the execution of the Pilot by the City, and renewal replacements on or before the expiry of any such insurance. Upon the request of the City, a copy of each insurance policy will be made available to it. The License 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 City and 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.

**Schedule “D”
Fees and Deposits**

1. In addition to the business license fee payable at the time of application, the License Holder must provide an E-Scooter education and management fee and security deposit calculated pursuant to this schedule. A summary table of the fees and deposits is provided below.

Fee Type	Fee Amount	Fee Information
Business License Fee	\$600 per application per year (annual business licence)	Fees due at time of application
E-Scooter Education and Encouragement	\$15 per E-Scooter to a maximum of \$5,000	Due before a License is issued
Security Deposit	\$25 per E-Scooter, minimum of \$5,000 to a maximum of \$15,000 per License Holder	Due before a License is issued

2. An E-Scooter education and encouragement fee of \$15 per E-Scooter will be charged to each License Holder, to be paid at the time of License issuance. This fee will be used to recover any costs associated with actions the City may undertake to help run the Pilot and encourage safe use and parking. Please note the collection of these fees does not release the License Holder from its educational requirements outlined throughout this schedule.
3. All License Holders will be charged a security deposit of \$25/E-Scooter with a minimum of \$5,000 regardless of fleet sized to a maximum of \$15,000 per License Holder. The City will require a top-up if any License Holder drops below \$5,000 at any time during their License.
4. Costs incurred by the City for property repair or for removing and storing E-Scooters will be charged against this security deposit. This will also be used to recover costs if a License Holder fails to remove their E-Scooters from all public right of way, parks and City property when their License is terminated.
5. Costs to relocate or remove E-Scooters will be charged based on the City crew’s hourly rate plus 15% overhead.
6. The education and encouragement fee and security deposit are due at the time of License issuance.
7. License Holders who cease operations and choose not to continue in the Pilot may request in writing that any remaining security deposit be refunded.

Example Fee Calculation

License Holder A’s application has been approved for a License and has already paid the Business Licensing fee of \$600 for a fleet size of 300 E-Scooters. License deposits would be as follows:

- E-Scooter education and encouragement fee - \$15 x 300 E-Scooters = \$4,500
- Security Deposit - \$25 x 300 E-Scooters = \$7,500

License Holder A would be required to pay \$12,000 before the License is issued.

Later on, License Holder A would like to increase to their fleet Size to 500 E-Scooters. Extra License fees would be as follows:

- E-Scooter education and encouragement fee - $\$15 \times 200$ additional E-Scooters = \$3,000. However, the maximum educational and encouragement fee is \$5,000, so the Applicant would only pay \$500 for these additional 200 E-Scooters.
- Security Deposit - $\$25 \times 200$ additional E-Scooters = \$5,000

License Holder A would be required to pay an additional \$5,500 for the extra 200 E-Scooters added to their fleet.

Please note:

1. As per Security Deposit Fees, License Holder A would only be required to pay any additional security deposit until they reached the maximum of \$15,000. However, this is assuming no costs had been deducted against the initial Security Deposit.
2. As per Educational and encouragement Fees, License Holder A would only be required to pay any additional deposit until they reached the maximum of \$5,000.

BYLAW NO. 3609/2018

A Bylaw to licence and regulate businesses within the City of Red Deer.

THE MUNICIPAL COUNCIL OF THE CITY OF RED DEER IN THE PROVINCE OF ALBERTA, DULY ASSEMBLED, ENACTS AS FOLLOWS:

1. This Bylaw may be cited as the Business Licence Bylaw.
2. ¹In this Bylaw:
 - (a) **“Account Reactivation Fee”** means the fee charged to a business licence account when a Licensee requests that a business licence account be reactivated:
 - i. after the Licensee cancels the account because the Business is closed; or
 - ii. the Business Licensee account was closed because the Licensee failed to provide required documentation; or
 - iii. the annual fee for the business license was not paid;
 - (b) **“Administration Fee”** means the fee charged to an applicant when a business licence is cancelled pursuant to section 38(a) or (b);
 - (c) **“Auto Wrecker”, “Salvage Yard” and “Scrap Metal Dealers”** means a Business where scrap metal, material from demolished buildings or structures, recyclable material, scrapped or demolished motor vehicles, junk or salvage of any type is purchased, received, processed, stored or dismantled prior to being resold or disposed of;
 - (d) **“Business”** means:
 - i. a commercial, merchandising or industrial activity or undertaking;
 - ii. a profession, trade, occupation, calling or employment; or
 - iii. an activity providing goods or services,whether or not for profit and however organized or formed, including a co-operative or association of Persons;
 - (e) **“Business Licence Fee”** means the annual fee charged to a business licence account for a business licence;
 - (f) **“Cannabis”** means cannabis plant, fresh cannabis, dried cannabis, cannabis oil and cannabis plant seeds and any other substance defined as cannabis in the *Cannabis Act* (Canada) and its regulations, as amended

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from time to time and includes edible products that contain cannabis;

- (g) **“Cannabis Production Facility”** means any building in which an activity authorized by the *Cannabis Act* (Canada) or any successor or replacement legislation or regulation, is or may be conducted, including such activities as growing, producing, labelling, packaging, storing and transporting of cannabis;
- (h) **“Cannabis Retail Sales”** means a retail store that is licensed by the Province of Alberta where Cannabis and Cannabis Accessories are lawfully sold to individuals who attend at the Premises;
- (i) **“Carry On”, “Carrying On”, “Carried On” and “Carries On”** means to conduct, operate, perform, keep, hold, occupy, deal in or use, for a fee or exchange of benefits, whether as principal or agent;
- (j) **“Change Fee”** means the fee charged to a business licence account when a Licensee:
 - i. changes the physical address of the Business Premises;
 - ii. changes any names on a licence; or
 - iii. makes any other change that necessitates a physical change to the business licence provided to the Licensee;
- (k) **“City”** means the City of Red Deer;
- (l) **“Direct Seller”** means the activities of soliciting, negotiating or concluding in person, at any place other than the seller’s place of business, sales contracts, including direct sales contracts to which Part 3 of the *Consumer Protection Act* applies, for the provision of goods or services, where the buyer is a consumer, as per the *Designation Of Trades And Businesses Regulation*, Alberta Regulation 178/1999;
- (m) **“Drinking Establishment”** means a business the primary purpose of which is the sale of alcoholic beverages for consumption on the Premises in which the business is located and the secondary purposes of which may include entertainment, dancing, music, the preparation and sale of food for consumption on the Premises, take-out food services, the sale of alcoholic beverages for consumption away from the Premises. A Drinking Establishment includes any Premises in respect of which a “Class A” Liquor Licence has been issued by the Alberta Gaming and Liquor Commission and where the terms of the licence prohibit minors;
- (n) **“Electric Scooters (E-Scooters)”** means a vehicle that:
 - i. has been granted a permit to operate by the province of Alberta;

- ii. has steering handlebars;
 - iii. consists of a footboard mount on two or three wheels; and
 - iv. while capable of being propelled by muscular power, may be propelled by one or more electric motors;
- (o) **“Food Services”** means a Mobile Business Unit that has a secondary heat source (whether gas, propane, or electric) and is used to produce, cook, sell or distribute food;
- (p) **“Home Occupation”** means a Business Carried On by a Person, who is an occupant of a residential building, as a use secondary to the residential use of that building;
- (q) **“Late Night Club”** means a facility, the primary purpose of which is to host late night events where:
- i. no alcohol or alcoholic beverages are available on the Premises for consumption or sale;
 - ii. 20 or more patrons are assembled at any time between 3:00 a.m. and 6:00 a.m.;
 - iii. the events are held for the purpose of gain or profit;
 - iv. tickets are sold or an entrance or attendance fee is charged for patrons to attend; and
 - v. music, noise or sound of any kind or source, including but not limited to amplified recorded or computer generated music, amplified recorded or computer generated sounds, live music, sound or band music is performed or played;
- (r) **“Late Renewal Charge”** means the monthly fee charged to a business licence account when a Licensee fails to pay the annual business licence fee by the deadline set out on the renewal notice;
- (s) **“Licensee”** means the Person to whom a business licence has been granted;
- (t) **“Market”** means the Business of providing for rent, stalls, tables, spaces to merchants displaying for sale, offering for sale and selling goods to the public;
- (u) **“Mobile Business Unit”** means a motor vehicle, push cart or temporary structure or display, or stand from which a Business is Carried On for the purpose of offering for sale, products including food, which does not contain or include customer seating and is capable of being moved from location to location;
- (v) **“Mobile Supervised Consumption Services”** means a Business operated

within a Mobile Supervised Consumption Services Unit, pursuant to an exemption granted for medical purposes by the federal government, offering a supervised and controlled environment where a Person may consume a controlled substance that was obtained in a manner not authorized under the *Controlled Drugs and Substances Act*;

- (w) **“Mobile Supervised Consumption Services Unit”** means a vehicle designed or retrofitted to accommodate Mobile Supervised Consumption Services and having no more than two-booths and room for two people to recover post-consumption;
- (x) **“Not for Profit Organization”** means a:
 - i. society established under the *Societies Act*, R.S.A. 1980, c. S-18;
 - ii. registered charity established under the *Income Tax Act*; R.S.A. 1985, c.1;
 - iii. company incorporated under Part 9 of the *Companies Act*, R.S.A. 1980, c. C-20;
 - iv. company incorporated under the Canada Not-for-Profit Corporations Act, S.C. 2009, c. C-23; or
 - v. society, charity, or company established under successor or replacement legislation to any of the Acts referred to above;
- (y) **“Non Resident Business”** means a Business that Carries On operations in the City that is not a Resident Business;
- (z) **“Pawn”** means to give as a deposit anything in pledge or as security for the payment of a loan or debt;
- (aa) **“Pawnbroker”** means a Person who Carries On the Business of loaning or holding oneself out as ready to loan money on the security of the pawn of property but does not include a bank, trust company, credit union or other similar institution, and includes an agent or employee;
- (bb) **“Pawned Goods”** means any item that is pawned but does not include real property;
- (cc) **“Pawn Shop”** means a place of Business, which is not a residence, where a Person may Pawn Goods;
- (dd) **“Peace Officer”** means a Peace Officer as defined in the *Provincial Offences Procedure Act*, S.A. 1988, c P-21.5;
- (ee) **“Permanent Supervised Consumption Site”** means a Business operated within a standalone location, pursuant to an exemption granted for medical purposes by the federal government, offering a supervised and controlled

environment where a Person may consume a controlled substance that was obtained in a manner not authorized under the *Controlled Drugs and Substances Act*;

- (ff) **“Person”** includes an individual, sole proprietorship, corporation, partnership, joint venture, co-operative or society;
- (gg) **“Premises”** means land, buildings, or structures;
- (hh) **“Regulated Business”** means a Business that is identified in a Schedule to this bylaw, excluding Schedule “A” and Schedule “K”;
- (ii) **“Resident Business”** means a Business that Carries On operations in the City that either:
 - i. carries On a Business from Premises in the City which the Person owns or rents; or
 - ii. in the case of a Business Carried On by a corporation, the corporation has a registered office in the City; or
 - iii. in the case of a Business carried on by one or more individuals, at least one of the individuals involved in the operation of the Business, permanently resides in the City;
- (jj) **“Salvage Yard”** see Auto Wrecker;
- (kk) **“Scrap Metal Dealer”** see Auto Wrecker;
- (ll) **“Second Hand Dealer”** means the Business of acquiring second-hand property by trade, purchase or consignment, for the purpose of selling or offering for sale, but does not include auction sales, Auto Wrecker, Salvage Yard, Scrap Metal Dealer or recycling depots;
- (mm) **“Second Hand Goods”** means any item that is being transferred to a second or later end user but does not include real property;
- (nn) **“Short Term Licence”** means a licence that is valid for not more than four (4) consecutive months; and
- (oo) **“Trade Shows”** means an exposition where Businesses in a specific industry can gather to display, demonstrate or sell products or services to other participants or the general public, in a single event operated over the course of one day or one weekend.

¹produced or information included in it.

8. The City Manager may also include information in the directory in relation to a Person who ²Carries on Business in the City but is not required to hold a business licence under this bylaw:
 - (a) on the request of that Person; and
 - (b) on terms and conditions established by the City Manager, including payment of a fee for inclusion.

Requirement for a Business Licence

9. A Person that Carries On a Business in ³the City must hold a valid business licence authorizing the Person to Carry On that Business.
 - 9.1 ⁴A Person that Carries On a Business in the City from more than one location in the City must hold a separate, valid business licence authorizing the Person to Carry On that Business for each location. For the purposes of this bylaw, any advertising and signage for a Business, trade or occupation shall be deemed to be proof of the fact that Person is Carrying On such Business, trade or occupation at the location identified by the advertising or signage.
10. Section 9 applies whether a Person Carries On a Business as a principal or as an agent.
 - ⁵10.1 A business licence is required for the following:
 - (a) each location that a Business operates out of; and
 - (b) each separate Business operating out of a shared location where the Businesses are independent of each other.

Home Occupation

- 10.2 No business licence for a Home Occupation shall be granted until the applicant has first obtained the necessary development approval under the applicable land use regulations of the City and provided proof of that approval as part of the application for a business licence.

Exclusions from the Requirement for a Business Licence

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11. The following Persons may Carry On a Business in ¹the City without a business licence:
- (a) the Crown in right of Alberta;
 - (b) the Crown in right of Canada;
 - (c) The City; and
 - (d) a Person whose Business is expressly exempted from the requirement of a business licence by a statute of the Legislature of Alberta or Parliament of Canada.
12. No licence is required for:
- (a) a Business that rents a stall, table, or space in a Market and Carries On ²solely within Market hours;
 - (b) ³Mobile Business Units that are operating only as part of a special event approved by the City;
 - (c) a Business that is operating as a vendor at a Trade Show.
 - ⁴(d) a Not for Profit Organization that qualifies under the following:
 - i. has no employees; and
 - ii. operates from a residential location within the City.
 - ⁵(e) Residential offices in apartment complexes where the office is used solely to receive rental payments. The main office from which the rental Business operates requires a business licence.
- ⁶12.1 Businesses not required to obtain a business licence may apply to the City Manager to be included in the business directory.
13. The Person who organizes a Market or Trade Show is required to obtain a business licence.

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14. If only part of a Business is covered by an exemption under section 11 or 12, the Person who Carries On the Business must comply with this bylaw in respect of any part of the Business that is not exempted.
15. A Person who contracts with any of the Governments or Persons designated in section 11 will be subject to all the requirements of this bylaw.

Application for a Business Licence

16. Before the ¹issuance or renewal of a business licence, a Person must submit to the City Manager:
 - (a) ²an application;
 - (b) the applicable fee; and
 - (c) any additional information required by this bylaw or by the City Manager.
17. An applicant must be at least 18 years old or have an agent at least 18 years old sign/authorize ³the application on behalf of the applicant.
18. The application must be in the form required by the City Manager and information to be submitted with an application must include the following:
 - (a) the applicant's name;
 - (b) the legal name of the Business and any brand names/trade names/operating names under which the Business is to be conducted;
 - (c) the Business contact information, including phone number(s), email address(es), and mailing address;
 - (d) the operating ⁴address(es) of the Business;
 - (e) ⁵the proper name of the owner(s) of the Business, including names of directors and shareholders if the applicant is a corporate entity;
 - (f) the owner(s) contact information, including phone number(s), email address(es), and mailing address(es);
 - (g) a description of the nature of the Business that includes type of Business and the number of employees;

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City Manager

3. The City Manager is authorized to:
- (a) receive and consider applications for business licences, including the power to consult with, obtain information from and verify information with other employees or agents of the City, other governments, government agencies or Persons;
 - (b) issue business licences, impose conditions on business licences and refuse to issue business licences;
 - (c) revoke and suspend business licences;
 - (d) keep a record of all business licences issued and any particulars of those licences;
 - (e) maintain a register of business licences that is available to all departments of the City to access for the purpose of administering and enforcing this bylaw, any other bylaw of the City or an enactment of Alberta or Canada;
 - (f) undertake any inspections of lands or buildings and make any inquiries necessary to ensure compliance with this bylaw;
 - (g) be responsible for the administration and enforcement of this bylaw; and
 - (h) exercise any other power, responsibility or discretion provided under this bylaw.

Directory

4. ¹The City Manager may produce or authorize the production of a publicly accessible directory of Businesses Carrying on Business in the City.
5. ²The directory may contain any information provided, to the City, by an applicant or Licensee under this bylaw.
6. ³When an applicant or Licensee provides information under this bylaw, the Business information provided, including the address where the Business is Carried On, phone number and email, will be included in the directory. The address where a Home Occupation is Carried On will not be provided in the directory.
7. The City Manager may establish terms and conditions under which a directory is

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- (h) where a Person intends to engage in or operate a Business at a specific Premises within the City, the Person shall ensure all necessary approvals required by law have been obtained, and shall provide proof of a valid and existing ¹development permit for the Premises;
 - (i) the signature/authorization of the applicant or the applicant's agent;
 - (j) any other information that the City Manager may reasonably require for the purpose of the administration of this bylaw; and
 - (k) the business licence fee specified under Schedule A, unless that Business is exempt under section 11 or 12.
19. In addition to the information required in section 18, an applicant for a business licence for a Regulated Business must also provide the information and documents required by the Schedule applicable to that Business.
20. If there is any change to the information provided to the City Manager in the application for a business licence during the term of a business licence, the ²Licensee must advise the City Manager in writing of the change immediately.

Considering the Application

21. The City Manager must consider each complete application, as outlined in section 18.
22. Subject to section 23, the City Manager must grant a business licence to the applicant if the applicant meets the requirements of this bylaw.
23. The City Manager may refuse to issue a business licence or may impose conditions on a business licence if the City Manager:
- (a) has revoked or suspended a business licence of the applicant for the same or a similar Business within the past 12 months; or
 - (b) has reasonable grounds for believing that the applicant does not or will not comply with this bylaw, another bylaw of the City, or an enactment of Alberta or Canada in relation to the Carrying On of the Business; or
 - (c) has reasonable grounds for believing that issuing a business licence with respect to the proposed Business is not in the public interest.
24. The City Manager may consult, prior to issuing or renewing a business licence, with authorities and agencies, including but not limited to the Province of

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Alberta, the RCMP, and City departments, to determine whether they are in possession of information which, in the opinion of the City Manager, renders it inappropriate for a business licence to be issued to the Person.

25. At any relevant time, the City Manager may impose, in addition to the conditions referenced under section 23, conditions on a new or existing business licence in relation to the establishment or operation of the applicable Business.
26. The City Manager must specify on the business licence:
 - (a) the name of the ¹Licensee and each name under which the Business is to be conducted;
 - (b) a description of the type of Business for which the licence is issued;
 - (c) the Schedule, if any, applicable to the regulation of the Business;
 - (d) the location where the Business is to be conducted;
 - (e) any conditions on the business licence; and
 - (f) the expiry date of the business licence.

Business Licence Fee

27. If the fee for a business licence ²or any other fees or charges on the account are is not paid, the business licence is not valid.
28. Once the City Manager has issued a business licence, the business licence fee is not refundable.

Effect of and Limitations on a Business Licence

29. Subject to section 31, a business licence allows the Licensee to Carry On the Business described in the business licence, and a business licence for a Regulated Business allows the ³Licensee to Carry On the Regulated Business described in the business licence provided that the Licensee complies with the specific regulations for that Regulated Business.
30. A business licence remains the property of the City.
31. A business licence does not relieve the ⁴Licensee from the obligation to obtain any other permit, licence or other approval that may be required under another bylaw of the City or any other governmental authority.

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32. ¹A business licence does not confer any property right and a Licensee may not sell, transfer, assign, lease or otherwise dispose of or deal in a business licence.

Term of Business Licence

33. A business licence issued under this bylaw expires on December 31 of the year for which it was issued, unless:
- (a) it is revoked earlier under ²sections 39, 40, or 41 of this bylaw; or
 - (b) it was issued as a Short Term Licence.

Obligations of Business ³Licensee

- ⁴34. The Licensee must ensure that the Business Carried On under a business licence complies with:

- (a) this bylaw;
- (b) any conditions imposed on the business licence; and
- (c) the statutes and regulations of Alberta and Canada applicable to the Business.

35. ⁵The Licensee must:

- (a) post the business licence in a conspicuous place in the Premises where the Business under licence is Carried On or operated;
- (b) Carry On the Person of the licensee, or in or on the vehicle or ⁶Mobile Business Unit from which the Business is Carried On; and
- (c) produce the business licence to the City Manager or Peace Officer if requested to do so.

36. A ⁷Licensee must give access to the Premises specified in the business licence to the City Manager or a Peace Officer if requested to do so.

Cancellation of Business Licence by a ⁸Licensee

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37. A ¹Licensee may cancel a business licence by providing written notice to the City Manager.
- ²38. If a licence is cancelled under sections 37, 39, 40 or 41, the business licence fee is not refundable, unless the license is cancelled because:
- (a) the licence is second or duplicate of a licence already issued for which the business licence fee has been paid; or
 - (b) it is determined that the Business, for which the licence was issued, is not and does not intend to Carry On Business in the City at the time of the cancellation.

If the cancellation occurs pursuant to the Section 38(a) or (b) the Business Licence Fee, less an Administration Fee, will be refunded to the applicant.

Revocation or Suspension of Business Licence by City Manager

39. If the Business Carried On or operated under a business licence does not comply with:
- a. this bylaw;
 - b. any condition imposed on the licence; or
 - c. any other bylaw or enactment of Alberta or Canada applicable to the Business or the Premises where the Business is located,
- the City Manager may revoke the business licence or suspend the business licence for a period that the City Manager considers appropriate.
40. If an applicant for a business licence provides inaccurate or misleading information in an application for a business licence, the City Manager may revoke the business licence or suspend the business licence for a period that the City Manager considers appropriate.
41. The City Manager, upon the reasonable belief that the safety, health or welfare of the public may be at risk due to the issuance of the licence, may revoke the business licence or suspend the business licence for a period that the City Manager considers appropriate.
- ³41.1 A person may not appeal a refusal to issue a licence if the reason for the refusal is the failure to pay any fee, fine or to provide any required information under this bylaw.

¹ 3609/B-2021

² 3609/B-2021

³ 3609/B-2021

42. The City Manager must give written notice of the revocation or suspension, setting out in general terms the reason for the revocation or suspension and in the case of a suspension the period of the suspension.
43. The revocation or suspension of a business licence under ¹sections 39, 40 or 41 is effective:
 - (a) 24 hours after delivery if the written notice is delivered personally to the ²Licensee or the registered office of a corporate ³Licensee;
 - (b) 72 hours after posting if the written notice is posted in a conspicuous place at the Premises specified in the licence where the Business is to be conducted or operated; or
 - (c) seven days after the written notice is sent to the mailing address provided in the application for a business licence or the address subsequently provided in writing under section 18,whichever is earliest.
44. In the notice suspending or revoking a licence, the City Manager may increase the time before which a revocation or suspension is effective from that established under section 43.
45. If the City Manager increases the amount of time under section 43, the City Manager may impose conditions on the business licence that the City Manager considers reasonable to ensure the protection of the public and the integrity of the administration of this bylaw.
46. A ⁴Licensee must cease Carrying On a Business immediately once a suspension or revocation is effective.
47. The City Manager may act under section 39 in addition to or instead of prosecuting an offence under this Bylaw or the *Provincial Offences Procedure Act*, or both.

Appeals

48. If the City Manager:
 - a. refuses to issue a business licence;

¹ 3609/B-2021

² 3609/B-2021

³ 3609/B-2021

⁴ 3609/B-2021

- b. revokes or suspends a business licence;
- c. identifies a Business subject to a Schedule;
- d. imposes a condition on a business licence; or
- e. ¹Deleted

the applicant or ²Licensee may appeal the decision to the Red Deer Appeal and Review Board. Appeals are governed and processed in accordance with the provisions of the City of Red Deer *Appeal and Review Bylaw*, ³Bylaw No. 3487/2012.

- 49. On the filing of an appeal in accordance with section 48, the decision being appealed is stayed, pending the decision of the Board.
- 50. The Red Deer Appeal and Review Board may:
 - (a) uphold the decision of the City Manager;
 - (b) vary the decision of the City Manager or substitute its own decision; or
 - (c) overturn the decision of the City Manager.

Inspection of Lands and Buildings

- 51. If there are reasonable grounds for believing that a Person is Carrying On a Business without a business licence, or is in contravention of this bylaw, the City Manager or Peace Officer may inspect the Business Premises and surrounding lands, without prior notice.

Business Licence is not a Representation of Compliance with other Bylaws

- 52. A business licence issued under this bylaw is not a representation to the ⁴Licensee that the Business complies with the requirements of any other bylaw or enactment and the Licensee is responsible to ensure that the Licensee-complies with all applicable bylaws and enactments.

Enforcement

- 53. A Person is guilty of an offence if that Person:
 - a. Carries On a Business in ⁵the City without a business licence as required

¹ 3609/A-2019

² 3609/B-2021

³ 3609/B-2021

⁴ 3609/B-2021

⁵ 3609/B-2021

159.1 All fines and penalties must be paid in full before a licence will be released from suspension or a revocation.

Municipal Violation Tag

- 60. A Peace Officer may issue, with respect to an offence under this bylaw, a municipal violation tag specifying the fine amount (including any early payment fine amount), as may be established by this bylaw.
- 61. Where a municipal violation tag is issued, the fine amount indicated thereon may be paid as directed in lieu of prosecution.

Violation Ticket

- 62. A Peace Officer may issue, with respect to an offence under this bylaw, a violation ticket:
 - a. specifying the fine amount established by this bylaw; or
 - b. requiring an appearance in court without the option of making a voluntary payment.
- 63. Where a violation ticket specifies a fine amount, a voluntary payment equal to the specified fine amount may be made as directed.

Effective Date

- 64. *License Bylaw, No. 3159/96, Late Night Clubs Bylaw, No. 3275/2001 and Drinking Establishment Licensing Bylaw No. 3332/2004* are hereby repealed.
- 65. This bylaw shall come into force and take effect upon third reading.

READ A FIRST TIME IN OPEN COUNCIL this 20 day of August 2018.

READ A SECOND TIME IN OPEN COUNCIL this 4 day of September 2018.

READ A THIRD TIME IN OPEN COUNCIL this 4 day of September 2018.

AND SIGNED BY THE MAYOR AND CITY CLERK this 4 day of September 2018.

“Mayor Tara Veer”

MAYOR

“Frieda McDougall”

CITY CLERK

¹ 3609/B-2021

- under this bylaw, unless an ¹exemption under section 11 applies;
- b. Carries On a Business in ²the City in breach of a condition imposed on a business licence;
 - c. hinders or obstructs any Person in the exercise or performance of the Person's duties or powers pursuant to this bylaw; or
 - d. is in breach of any provision of this bylaw.
54. When a corporation commits an offence under this bylaw, every principal, director, manager, employee or agent of the corporation who authorized the act or omission that constitutes the offence or assented to or acquiesced or participated in the act or omission that constitutes the offence is guilty of the offence whether or not the corporation has been prosecuted for the offence.
55. The owner of real property, who is registered on title at the Land Titles Office, shall be responsible for any act of a permit holder or Person Carrying On Business on the Premises located on the property that constitutes an offence under this Bylaw, in the same manner and to the same extent as though the act were done by the owner.

Fines and Penalties

56. ³A Person who is guilty of an offence under this bylaw is liable to the specified penalty for that offence, as stated in the Specified Penalty Table under ⁴Schedule L.
57. ⁵A Person who breaches any of the provisions of this bylaw where the breach is of a continuing nature shall, in addition to the penalties set forth ⁶Schedule L, pay a penalty of not less than \$250 for each day that the breach continues.
58. ⁷A Person who has not submitted payment of their licence fee by December 31 of that year may be subject to a \$25.00 late fee that will form part of the total fee owing. The late fee may be charged every month until the account is paid in full.
59. When a penalty is not specified under this bylaw, a Person who is guilty of an offence is liable to a fine not exceeding \$10,000, and in default of payment of the fine, to imprisonment for up to six months.

¹ 3609/B-2021

² 3609/B-2021

³ 3609/A-2021

⁴ 3609/B-2021

⁵ 3609/A-2021

⁶ 3609/B-2021

⁷ 3609/B-2021

**¹Schedule “J”
Electric Scooters (E-Scooters)**

Application for a Licence

1. In addition to any other requirements of this bylaw, a Person wishing to obtain a licence for an Electric Scooter (E-Scooter) business must submit to the City Manager, in a form or with such supporting documentation acceptable to the City Manager:
 - (a) Evidence the Person obtained provincial approval to operate E-Scooters;
 - (b) Evidence the Person obtained commercial general liability insurance, property insurance and automobile third party liability insurance in respect of the E-Scooter business;
 - (c) A security deposit, calculated as \$25.00 for each E-Scooter the business will deploy in the city ²but not less than \$5000 or more than \$15,000;
 - (d) A fee of \$15.00 per E-Scooter the business will deploy in the city³, but not more than \$5000 in total, for the City to offset expenses arising from educating the public about E-Scooter operations and managing the E-Scooter program; and
 - (e) Such other documentation as the City Manager may require to verify the Person’s agreement to fulfill the obligations set out in this schedule.

2. The ⁴Licensee for an Electric Scooter Business must:
 - (a) Notify the City immediately in writing if provincial approval for the operation of e-scooters is not renewed or is withdrawn;
 - (b) Report to the City if an E-Scooter is involved in an accident, crime or acts of vandalism;
 - (c) Provide such other information the City Manager may require to effectively monitor and evaluate E-scooter presence in Red Deer;
 - (d) Pick up e-scooters abandoned in non-approved zones daily;
 - (e) Respond to complaints within three (3) hours;
 - (f) Remove E-scooters from the City between November 1 and March 15 each year;
 - (g) Disclose to the City the transmission frequency, geographic accuracy, and margin for error of the global positioning system (GPS) tracking capability each E-Scooter requires under section 3 of this Schedule; and
 - (h) ⁵Not rent an E-scooter to a rider less than sixteen (16) years of age.

3. If an E-Scooter business fails to comply with the requirements of section 2 of this schedule, the City Manager may immediately revoke the business license of that E-Scooter business.

¹ 3609/A-2021

² 3609/B-2021

³ 3609/B-2021

⁴ 3609/B-2021

⁵ 3609/A-2022

4. All E-Scooters must be equipped with the following:
 - (a) Hardware to enable tracking of E-Scooters via the global positioning system (GPS);
 - (b) A kickstand, bell and lights;
 - (c) A speed-limiting system restricting maximum speeds to twenty (20) kilometers per hour in any area of the city and fifteen (15) kilometers per hour in zones designated by the City Manager pursuant to section 5 of this schedule.”
 - (d) Visible individual markings or unit numbers,
 - (e) E-Scooters must be the dockless type for the pilot program; and
 - (f) An internal electronic lock operable wirelessly by mobile phone application.
5. With written notice provided not less than seven (7) days in advance, the City Manager may establish or alter prohibited and approved locations for the operation or parking of E-Scooters, or geographic zones where maximum speed limits must be reduced to fifteen (15) kilometers per hour.
6. The security deposit required under section 1 (c) of this schedule shall be forfeited to the City, in whole or in part:
 - (a) If the operation of an E-Scooter results in damage to public or third-party property or injury to the E-Scooter rider or any other Person; or
 - (b) If the City incurs costs to retrieve, relocate or store E-Scooters because of an E-Scooter business’s noncompliance with this or any other City bylaw.
7. Successful applicants will enter into a licensing agreement with the City of Red Deer.