

10. Item 3: Proposed Trial of Beam Scooters

PURPOSE OF THE REPORT | TE TAKE MO TE PURONGO

The purpose of this report is to inform the Council of the risks and benefits of micromobility, and to seek direction on entering into a Memorandum of Understanding (MOU) for a trial period for dockless e-scooters with Beam New Zealand.


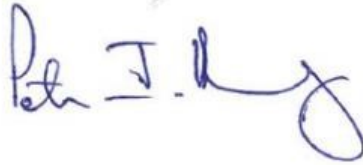
EXECUTIVE SUMMARY | WHAKARAPOPOTOTANGA MATUA

- Beam have approached Council to discuss the operation of a fleet of 400 dockless e-scooters in Queenstown. Officers have investigated different control mechanisms for a possible trial and have presented a recommended way forward in this paper.
- Officers also consider that in the absence of any control, Beam and others could operate on the roads and footpaths without authorisation (consent/approval) from Council, as private owners of these vehicles already can.
- Beam is not the only operator of such schemes but have approached Council, and officers consider a formal response should be made. Subject to the outcome of the paper at Council, an agreement with Beam will be pursued.

RECOMMENDATION | NGA TUTOHUNGA

That Council:

1. Note the contents of this report;
2. Authorise officers to enter into a Memorandum of Understanding (MOU) with Beam for the operation of e-scooters trial in Queenstown, Frankton and Wanaka.
3. Agree to officers providing public notification about the trial at least two weeks prior to its commencement.

	Prepared by:	Reviewed and Authorised by:
Name	Tony Pickard	Pete Hansby
Position	Transport Strategy Manager	GM, Property and Infrastructure
Signature		
Date	24 November 2022	29 November 2022

CONTEXT | HOROPAKI

1. Beam New Zealand (**Beam**) and the Queenstown Lakes District Council (QLDC) have been in discussions regarding the possibility of establishing a dockless e-scooter operation in Queenstown. Beam have provided a concept of operations (at **Attachment A**).
2. Micromobility is an emerging transport mode that covers e-scooters and other power assisted devices for individual transport. Micromobility is having a growing effect on transport mode choices globally for residents and tourists alike. E-scooters account for millions of journeys on a daily basis globally. They are used both recreationally, and as a genuine alternative to road-based motor vehicles.
3. QLDC (and its partners in transport collaboration, Way2Go) are exploring and encouraging alternative modes of travel, along with the associated need to change behaviour which currently favours the use of single occupancy vehicles (the private car). Greater emphasis is being put on Public Transport but also on active travel, generically covering walking and cycling. This also involves new and emerging transport choices such as e-scooters, and particularly mass schemes for shared resources. Dockless transport systems mean that devices do not even need to be owned individually which can represent a more accessible and affordable option for some journeys.
4. In New Zealand, operation of these low powered vehicles by individuals is allowed on roads and on footpaths, subject to complying with the rules of the road^[1]

[1] <https://gazette.govt.nz/notice/id/2018-au4674>

ANALYSIS AND ADVICE | TATARITANGA ME NGA TOHUTOHU

5. It is not yet known whether the infrastructure that exists in Queenstown is suitable for commercial e-scooter operation. The purpose of the trial proposed by this report is to test the suitability of Queenstown for a new emerging transport mode that could help to remove people from their cars and therefore ease congestion on our roads. It is known that when compared with other towns and cities that have shared e-scooter operations, the Queenstown town centre is very compact. With the improvements in design, e-scooters can operate on some light off-road terrain due to their suspension, braking system, wheel size and traction. The range of weather conditions may also be relevant to the success of e-scooter operations in Queenstown, as will the volume and ratio of tourists to residents.
6. It is anticipated that the scooters will operate mainly in and around Queenstown town centre. However, the intention is to allow their use to be trialled more broadly across the larger urban centres in pre-agreed zones. A large part of the value of the trial is to understand if this mode allows the replacement of private car trips. Fernhill and Frankton for example, are connected to the town through roads and paths and feedback from the trial would provide useful data on how this mode deals with range and gradients. The operator is also looking to trial the e-scooters in Wanaka.
7. Data will be collected from the operator and public feedback can also be sought.
8. The proposed approach is for Council to consider entering into an MOU with Beam for a trial period, in order to accurately gauge the impacts and benefits. A Draft MOU is included as **Attachment B**. This will be refined to include specific zones for operations and speed control.
9. It is suggested that other companies who wish to work collaboratively with QLDC follow the same path in discussions to identify benefits or gaps in their separate operational models.

Regulation

Resource consents:

10. Consent is required for individual operation where pick-up locations are unzoned, e.g., Council roads and footpaths.

11. Beam's plan is to operate on private land, and therefore does not require resource consent from Council as riders will only be able to pick up and park at dedicated parking zones located on private land (hotels, resorts, cafes etc).

Should future operators of hire scooters provide services where scooters can be picked up and parked within zoned locations, that would likely trigger the need for consents e.g., parts of our Special Zones (e.g. Remarkables Park, Frankton Flats), any zoned parks and reserves. Any depot or hub for centralised operations or repairs etc may be subject to District Plan rules depending on where it is located. The onus will be with Beam to obtain consents as required or to avoid operations in those zones.

12. It should also be noted that there are a number of privately owned roads (such as Remarkables Park and some roads in Five Mile) where Beam would need to obtain landowner permission.

Transport regulations

13. E-scooters are classified as low powered vehicles (by NZTA) and are limited to having wheel sizes no larger than 355mm and a power output of 300 watts or less. They require lights but may be ridden without helmets (although these are advised). They are permitted on roads and footpaths but not permitted in on-road cycleways.

Preferred approach

14. It is proposed that any agreement entered into with Beam contains a number of controls to ensure that public places are managed appropriately, to protect the public's health and safety, and to protect the public from nuisance. It is also proposed to include provision to charge Beam for the operation, if subsequently required. Subject to final wording, the draft MOU contains the following suggested controls:

- a. Riders will only be able to ride within specific areas, agreed to with Council and parked at dedicated parking zones located on private land (e.g., hotels, resorts, cafes etc).
- b. Term – trial period of 24 months from effective date of any agreement.
- c. No Ride Zones, and Speed Restricted Zones will be agreed with Council and will be in place to mitigate effects on high pedestrian areas.
- d. Vehicle speed will be agreed to with Council for the Speed Restricted Zones and managed using advanced GPS technology.
- e. Fees per scooter per annum, payable annually may be required, but may be waived for the duration of the trial period at Council's discretion.
- f. Limited to a maximum of 400 e-scooters across the district for the trial.
- g. Beam will not deploy more than five e-scooters in each deployment location.
- h. No ride late night precinct zone for community safety to be established and agreed to by Council.
- i. Operating hours are from 0600 to 2200 hours daily. Beam must give consideration and take appropriate action to ensure e-scooters will not be made available during weather conditions that could be detrimental to rider safety.
- j. All e-scooters must be removed from the Queenstown and Wanaka Central Business Districts (CBD) by 2300 hours daily.
- k. Beam must make all e-scooters inoperable between 2200 to 0600 hours daily.

l. If the e-scooters are not removed from the CBD's by 2300 hours, the Council may seize the e-scooter and a charge of \$100 will apply for its release.

m. Operation and parking key performance indicators (KPI's).

n. Safety and maintenance KPI's.

o. The Council is able to amend any terms, or terminate the MOU, at the Chief Executive of the Council's sole discretion.

p. Beam complaints handling process.

q. Beam's customer services team in operation 24 / 7.

r. Beam will be required to report to Council on the number of trips, trip patterns by time of day and day of week, trip origin and destination, incidents, accidents, and number of complaints.

Options

15. Option 1: Do nothing – allow the operation to be self-managed by Beam

Advantages:

- Council incur no costs in management and enforcement.

Disadvantages:

- Council is seen as staying at arm's length in a commercial activity that may affect the public
- A lack of management of other potential operators, or the same or similar devices, may be perceived as remiss and harder to establish if precedence is set.
- If the Council does not enter into a MOU for the use of e-scooters in the District, it will miss an opportunity to ensure that e-scooters can successfully operate in Queenstown in a manner that provides a benefit in terms of transport options and does not adversely impact on the community.
- Council would have no relationship with the operator, and therefore limited ability to collect data and influence the management regime.

16. Option 2: Authorise officers to enter into a Memorandum of Understanding with Beam for the operation of e-scooters in Queenstown

Advantages:

- Demonstration of co-operation in an emerging field of innovation.
- Acceptance of disruptive technology.
- Leadership and responsibility in the interests of the community.

Disadvantages:

- Potential association with any failure of the trial.
- Public perception of failing to protect community in the event of high profile safety issues.
- An MOU is not legally binding or enforceable.

17. Recommended Option [msocom 1](#)

This report recommends **Option 2** for addressing the matter because it represents a balanced approach to changing technology and transport innovation, whilst balancing the public concerns regarding safety and lack of infrastructure. A memorandum of understanding is also the recommended form of agreement (refer to Legal Considerations below).

CONSULTATION PROCESS | HATEPE MATAPAKI

18. This matter is of low significance, as determined by reference to the [Council's Significance and Engagement Policy](#) because the recommended approach will allow a trial to enhance Council's understanding of a new activity. This can be preceded by public information to allow for widespread understanding.

19. The persons who are affected by or interested in this matter are the public in general, including residents and visitors.

20. The Council will provide public notification at least two weeks prior to the trial.

MAORI CONSULTATION | IWI RUNANGA

21. The Council has not consulted with iwi on this matter.

RISK AND MITIGATIONS | NGA RARU TUPONO ME NGA WHAKAMAURUTANGA

22. This matter relates to the Strategic/Political/Reputation It is associated with RISK00037 Lack of Alignment – Key relationships within the [QLDC Risk Register](#). This risk has been assessed as having a moderate inherent risk rating.

23. The approval of the recommended option will support the Council by providing an opportunity to require the operator to implement additional controls for this risk. This shall be achieved by managing the risk proactively rather than allowing it to develop.

FINANCIAL IMPLICATIONS | NGA RITENGA A-PUTEA

24. Financial implications will be limited to any enforcement activities as the burden of management is with the operator.

COUNCIL EFFECTS AND VIEWS | NGA WHAKAAWEAWE ME NGA TIROHANGA A TE KAUNIHERA

25. The following Council policies, strategies and bylaws were considered:

- Vision Beyond 2050: Our district is a place of social, environmental and technological enterprise.
- Queenstown Town Centre Masterplan: A creative and innovative town centre.
- The QLDC Disability Policy: safety of mobility device users.
- Activities in Public Places Bylaw 2016.

26. The recommended option is consistent with the principles set out in the named policy/policies.

27. This matter is not included in the Ten Year Plan/Annual Plan but does fall under the scope of the Masterplans for Queenstown, Frankton and Wanaka.

LEGAL CONSIDERATIONS AND STATUTORY RESPONSIBILITIES | KA TURE WHAIWHAKAARO, ME KA TAKOHA KA WAETURE

28. An e-Scooter operation in Queenstown could be regulated through a permit under the Activities in Public Places Bylaw 2016 or a memorandum of understanding (MOU). However, the Bylaw does not specifically provide for an activity like the Beam proposal. The Bylaw is currently under review and e-scooter activities will be considered.

29. A memorandum of understanding is a non-binding agreement that communicates expectations between parties. This means that it is not legally enforceable and should a disagreement arise between the parties, there is no legal recourse available. Any disagreements are required to be resolved through the parties' relationship. In this case, it is appropriate to enter an MOU with Beam to record the terms that the parties have agreed should apply to the operation of e-Scooters in Queenstown. The restrictions agreed will help to ensure that the e-Scooters will operate safely and will fit seamlessly into the District.

30. Because the terms are recorded in an MOU, the Council will be relying on the relationship it has established with Beam to operate in good faith and abide by the terms of the MOU. Beam appear to be operating in good faith, and in Wellington, Palmerston North, Whanganui, Auckland, Whangarei and Taupo Beam have abided by the terms of its MOU. Beam also appear to be responsible operators and are responsive to any safety concerns. For example, during 2020 with Covid concerns, Beam added a durable high protective anti-viral spray after concerns about using shared helmets. Beam also have an ISO audited Safety and Risk Management Plan which guides their operations. This has mitigation measures in place to reduce any risks to users, pedestrians, vulnerable persons and other road users.

Overall

31. For the purpose of agreeing the terms of a trial period an MOU is the most appropriate form of agreement (a draft MOU is attached as **Attachment B**)

32. After the trial period, if the Council decides to create a longer term agreement with Beam, Council can then consider whether a different type of agreement or a permit under the Bylaw is more appropriate, or considering inclusion of e-scooters in the review of the Bylaw.

LOCAL GOVERNMENT ACT 2002 PURPOSE PROVISIONS | TE WHAKATURETURE 2002 O TE KAWANATAKA A-KAIKA

33. Section 10 of the Local Government Act 2002 states the purpose of local government is (a) to enable democratic local decision-making and action by, and on behalf of, communities; and (b) to promote the social, economic, environmental, and cultural well-being of communities in the present and for the future. It will help meet the current and future needs of the community by introducing new technology. As such, the recommendation in this report is appropriate and within the ambit of Section 10 of the Act.

34. The recommended option:

- Can be implemented through current funding under the Ten Year Plan and Annual Plan.
- Is consistent with the Council's plans and policies; and
- Would not alter significantly the intended level of service provision for any significant activity undertaken by or on behalf of the Council or transfer the ownership or control of a strategic asset to or from the Council.

ATTACHMENTS | NGA TAPIRIHANGA

Number	Title of Attachment
A.	Beam – Concept of operations for Queenstown
B.	Draft Memorandum of Understanding