

New York City Department of Transportation

Moped Share Permit Application Package

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Background

Under the New York State Vehicle and Traffic Law, mopeds are considered limited use motorcycles that must be registered with the New York State Department of Motor Vehicles. Shared moped services have recently emerged as a mode of transportation. In June 2021, Local Law 67 of 2021 was enacted prohibiting the operation of a moped share system in New York City without the prior written authorization of the New York City Department of Transportation (“DOT” or “Department”) and requiring providers of moped share services to adhere to rules promulgated by DOT regarding operations, safety, and data sharing and codified in section 4-19 of the Traffic Rules (34 RCNY 4-19).

Any entity that operates or seeks to operate a moped share system in New York City (an “Operator”) must first obtain a permit from DOT for the use of or operation on public highways by such moped share system (the “Permit”). This permit application and resulting permit, if approved, constitutes the required moped share system authorization by DOT. However, such permit shall expire, by operation of law, if DOT exercises its option, pursuant to subdivision h of section 19-176.3 of the Administrative Code, to establish a moped share system through a procurement and contracting process.

Definitions

Moped. The term “moped” means any limited use motorcycle as defined in section 121-b of the Vehicle and Traffic Law.

Moped share system. The term “moped share system or System” means a network of self-service and publicly available Class B or Class C limited use motorcycles that are registered in accordance with the New York State Vehicle and Traffic Law, and any related infrastructure, in which a trip begins and/or ends on any public highway in the City of New York. All mopeds in such a moped share system must be electric powered.

Permit Application Process

The following constitutes the moped share permit application process:

1. Operators seeking to obtain a permit must submit an application package to demonstrate their eligibility to operate a moped share system and the acceptability of their moped share system as proposed. To be considered, Operators must submit an application package in Word, PDF, and/or Excel digital format by email to: shared.mobility@dot.nyc.gov; or by mail to Bike Share & Shared Mobility c/o Cityscape & Franchises, New York City Department of Transportation, 55 Water Street, 9th Floor, New York, NY 10041; email submissions are strongly preferred.
2. Any Operator operating a moped share system in New York City prior to December 14, 2021, the effective date of the moped share rules which are codified in section 4-19 of the Traffic Rules (34 RCNY 4-19), must apply for a moped share system permit no later than by February 28, 2022, 5:00 PM EST.

Moped Share System Permit Application Package

The moped share system permit application package comprises of the following three (3) parts:

1. Moped Share Operator Profile;
2. Conditions of Moped Share Operation; and
3. Moped Share Service Plan.

Any application package that does not include all of the details and information requested for each of the three parts of the application package will be considered incomplete and will be declined.

Permit Term and Renewal Process

Each moped share system permit will be issued for a term of six (6) months and may be renewed upon submission of a renewal application by the Operator and approval by DOT. A renewal application will be issued by DOT prior to the elapsing of the initial six (6) month permit period or renewal period. Please note, DOT reserves the right to solely modify the renewal application package or any subsequent renewal application packages in any manner whatsoever.

Initial Permit Fee

Upon approval of a permit by DOT but prior to commencement of any operation of the System, an Operator must wire transfer, in accordance with instructions provided by DOT, the moped share system permit fee of \$1,050 for the initial six (6) month permit period.

Renewal Permit Fee

Upon approval of the renewal of a permit by DOT but prior to the commencement of the six (6) month renewal permit period, an Operator must wire transfer, in accordance with instructions provided by DOT, a moped share system permit renewal fee of \$4,100.

Permit Exclusions

1. DOT may decline to issue, suspend, revoke or reduce the System fleet of a permit to an Operator that:
 - i. Is in arrears to the City of New York for an amount totaling more than \$1,000;
 - ii. Does not fully complete or submits a deficient permit application package including, but not limited to, providing proof of insurance;
 - iii. Uses mopeds that are not owned or leased by the Operator or rents mopeds to customers utilizing an application that is not owned by, or leased for the exclusive use of, the Operator;
 - iv. Has a demonstrated unsafe record in the City of New York or any other city where it operates a moped share system, including but not limited to a record of inadequate user safety requirements or vehicle maintenance practices; or

- v. Does not strictly adhere to the permit or any previously issued permit(s).
2. If DOT declines to issue a permit, suspends, revokes, or reduces the System fleet of an issued permit, the Operator will be forwarded a notice by DOT. The Operator will have five (5) business days from receipt of the decline, suspension, revocation, or reduction notice to appeal the determination to the Commissioner. The Department will make a final determination on the appeal within thirty (30) days.
 3. In the event that the Department declines to issue a permit, suspends, revokes or reduces the System fleet of an issued permit, the Operator must disable and remove all of its mopeds within five (5) business days of the date of the notice or, if appealed, within twenty-four (24) hours from the receipt of the final determination.
 4. An Operator that fails to disable and remove mopeds as directed will be operating a moped share system without authorization from DOT and will incur penalties as described in the penalty schedule below.

Penalties

Operators are subject to the following penalty schedule:

| Section | Description | Penalty (\$) | Default (\$) |
|--|---|--------------|--------------|
| Admin. Code 19-176.3 | Operation of a moped share system without authorization from DOT | 25,000 | 25,000 |
| 34 RCNY 4-19(d)(6) | Failure to comply with a safety plan | 5,000 | 15,000 |
| 34 RCNY 4-19(d)(7) | Failure to comply with a vehicle maintenance and inspection plan | 5,000 | 15,000 |
| 34 RCNY 4-19(d)(8) | Failure or comply with a rider accountability and compliance plan | 5,000 | 15,000 |
| 34 RCNY 4-19(d)(9) | Failure to comply with a community outreach plan | 5,000 | 15,000 |
| 34 RCNY 4-19(d)(10) | Failure to comply with an equity plan | 5,000 | 15,000 |
| 34 RCNY 4-19(e)(3) | Failure to comply with the terms of a moped share system permit | 5,000 | 15,000 |
| Admin. Code 19-176.3; 34 RCNY 4-19 | Any other violation of Administrative Code 19-176.3 or section 4-19 of the associated rules | 500 | 1,000 |

Moped Share System Permit Application Package

Part 1: Moped Share Operator Profile

Legal name of the Operator:

Public-facing name of the moped share system:
(if different than Operator name)

Operator street address:

Operator phone number:

Operator website:

Name of moped share system mobile app:

Contact person name:

Contact person title:

Contact phone number:

Contact email address:

Name of signatory:

Title of signatory:

Moped Share System Permit Application Package

Part 2: Conditions of Moped Share Operation

I, the undersigned official representative of _____ (the “Operator”), hereby confirms that the aforementioned Operator of a moped share system meets the following permit requirements, established by the New York City Department of Transportation (“DOT”) described below, and will strictly adhere to such requirements throughout the length of the permit period or the Operator’s use of the permit (the “Permit”), whichever is shorter. The Operator shall:

1. Not be in arrears to the City of New York (the “City”) for an amount totaling more than one thousand dollars.
2. Provide adequate New York State automobile insurance coverage for moped users as part of its moped share vehicle rental fees.
3. Own or lease the entire fleet of mopeds within its System and shall be directly responsible for the maintenance and operation of such mopeds.
4. Owns or leases the application (the “App”) used to rent mopeds from its System such that customers can view and rent only mopeds directly from the Operator’s System from within the App.
5. Rents mopeds on a per trip basis.
6. Ensure that all mopeds in the System’s fleet are equipped with a helmet for the vehicle operator and an additional helmet for a passenger (if applicable).
7. At a minimum, transmit to DOT, or any third-party entity designated by DOT, the following datasets including but are not limited to:
 - i. Vehicle data: unique vehicle ID, license plate number, dates that vehicle is in operation in the fleet, vehicle make, vehicle model, vehicle year;
 - ii. Trip summary data: unique ID, user ID, vehicle ID, timestamp of trip start, timestamp of trip end, trip start latitude, trip start longitude, trip end latitude, trip end longitude, passenger (yes/no);
 - iii. Trip telematics data: trip ID, timestamp, latitude, longitude, speed, data source;
 - iv. Membership and user data: unique user ID, date account activated, date account ended, date in-person training was completed (if applicable), which version of in-app training user completed, date driver’s license was verified, and, if collected, year of birth, gender, driver’s license state, motorcycle endorsement;
 - v. Any and all crash and injury data, except as solely determined by DOT: unique ID, trip ID, crash date, crash time, injury involved, other vehicle involved, police report;
 - vi. Parking session summary data: unique parking session ID, vehicle ID, license plate number, latitude of parking session, longitude of parking session, timestamp of parking session start, timestamp of parking session end, parking violation code (if any);

- vii. Rebalancing actions data: pick up timestamp, drop off timestamp, pick up latitude, drop off latitude, pick up longitude, drop off longitude, reason for rebalancing
 - viii. Safety and training data: unique ID, user ID, training type, training start timestamp, training end timestamp, training complete;
 - ix. Vehicle maintenance and repair data: count of e-mopeds checked per day and month, count of e-mopeds repaired per day and month, count of e-moped parts repaired and replaced per day and month, a breakdown of individual repairs including – license plate, repair type (minor, major, annual overhaul), cause of repair needed (normal wear, crash, warranty failure, part replacement, vandalism), parts replaced or tuned;
 - x. Vehicle/battery recharging/swapping data: count of e-moped batteries recharged and replaced per day and month;
 - xi. Vehicle and battery vandalism/damage/theft data: unique vehicle ID, date of incident, longitude of incident, latitude of incident, description of incident (type and extent of vandalism, damage, or theft);
 - xii. User compliance data: helmet usage, proper parking, speed limit violations (i.e., instances wherein moped exceeds top speed for Class B or Class C limited use motorcycle, as appropriate);
 - xiii. Operator Enforcement Actions data: unique ID, vehicle ID, timestamps, enforcement reason, enforcement type, enforcement length;
 - xiv. Community reporting data: number of community reports received through Community Reporting Tool, phone, email, social media channels, and any other means of communication broken down by category (illegal parking, rider not wearing a helmet, rider disobeying traffic rules, etc.);
 - xv. Customer service data: number of calls and emails received, average time to answer a call, average duration of call, number of refunds and amount given per month;
 - xvi. Any other dataset requested by DOT within the period of time specified by DOT;
8. Transmit specified data to DOT in real time, through a live application programming interface (API) such as those described in the Mobility Data Specification v1.0.0 or later, or comparable platforms. Other data shall be required on a not less-frequently than weekly basis, with the exception of crash and safety incident data, which must be relayed within twenty-four (24) hours of when the Operator becomes aware of an incident.
 9. Provide a public-facing Generalized Bikeshare Feed Specification (GBFS) v.2.2.0 or later API endpoint.
 10. Provide an additional private GBFS endpoint for use by DOT, which does not rotate vehicle IDs, but rather employs static vehicle IDs consistent with data described above.
 11. Protect the data of users, including but not limited to not sharing or selling of personal data with third-parties.
 12. Prior to commencement of the System, wire transfer, in accordance with instructions provided by DOT, a moped share system permit fee of \$1,050 for the initial six (6) month period. If the moped share system permit is renewed, a permit holder must wire transfer, in accordance with

instructions provided by DOT, a moped share system permit renewal fee of \$4,100 prior to the commencement of the six (6) month renewal permit period.

13. If the Commissioner solely determines that an emergency threat to life or property exists, then the Commissioner may, with such notice promptly provided by the Department to the Operator as is practicable given the nature of the emergency, take such action or require the Operator to take such action as the Commissioner deems necessary to alleviate the emergency, including, but not limited to, removing, suspending all or any portion of the fleet and/or having repair and restoration work performed.
14. Within five business days of notification by DOT, wire transfer, in accordance with instructions provided by DOT, any required payment for the specified penalty schedule below.

| Section | Description | Penalty (\$) | Default (\$) |
|------------------------------------|---|---------------------|---------------------|
| Admin. Code 19-176.3 | Operation of a moped share system without authorization from DOT | 25,000 | 25,000 |
| 34 RCNY 4-19(d)(6) | Failure to comply with a safety plan | 5,000 | 15,000 |
| 34 RCNY 4-19(d)(7) | Failure to comply with a vehicle maintenance and inspection plan; | 5,000 | 15,000 |
| 34 RCNY 4-19(d)(8) | Failure or comply with a rider accountability and compliance plan | 5,000 | 15,000 |
| 34 RCNY 4-19(d)(9) | Failure to comply with a community outreach plan | 5,000 | 15,000 |
| 34 RCNY 4-19(d)(10) | Failure to comply with an equity plan | 5,000 | 15,000 |
| 34 RCNY 4-19(e)(3) | Failure to comply with the terms of a moped share system permit | 5,000 | 15,000 |
| Admin. Code 19-176.3; 34 RCNY 4-19 | Any other violation of Administrative Code 19-176.3 or section 4-19 of the associated rules | 500 | 1,000 |

15. Ensure the System operates;
 - i. Only during the hours of 5:00 am to 11:59 pm daily;
 - ii. Only within the geographical area(s) approved by DOT (the "System Area"), as shown in the attached Service Area Map;
 - iii. Only the number of mopeds approved by DOT for the System fleet; and
 - iv. In accordance with any other policies defined and available at a MDS Policy endpoint, maintained by DOT or a designated third party;
16. Ensure that the System must not operate in locations where mopeds are proscribed by law from being operated. Such locations include, but are not limited to, any bicycle lane or path, parks, bridges (including the Brooklyn Bridge, Manhattan Bridge, Williamsburg Bridge, and Ed Koch Queensboro Bridge) or any limited access highways where such usage is prohibited by DOT rule;
17. Require new users to complete a probationary period, whereby new users can only initiate trips between 7:00 am and 7:00 pm for their first 5 trips. This period may be waived if the user completes and passes an in-person safety and operating training class;
18. Conduct an annual user survey in a form prescribed by DOT;
19. Ensure that no binding arbitration clauses and/or waiver of class action rights relating to personal injury claims are included in customer terms of service, liability waiver, or any other user agreement;
20. The Operator shall pay wages to all of its employees that equal or exceed the minimum wage in effect as of the date of this Permit. All work performed pursuant to this Permit shall be conducted employees of the Operator or listed subcontractors that receive W2s and not independent "gig" workers or franchised owners or leasers of moped fleets.
21. The Operator shall use reasonable efforts, at its own cost and expense, to conduct outreach for employment purposes to residents of New York City for the opportunities to be created by the operation, management, administration, marketing and maintenance of the system. Such recruitment activities shall include provisions for the posting of employment and training opportunities at appropriate City agencies responsible for encouraging employment of New York City residents. The Operator shall ensure the promotion of equal employment opportunity for all qualified persons employed by, or seeking employment with, the Operator.
22. The Operator shall not refuse to hire, train, or employ, bar or discharge from employment or discriminate against any individual in compensation, hours of employment, or any other term, condition, or privilege of employment, including, but not limited to, any promotion, upgrading, demotion, downgrading, transfer, layoff, or termination, on the basis of race, creed, color, national origin, sex, age, handicap, marital status, affectional preference or sexual orientation, in accordance with applicable law. The Operator agrees to comply in all respects with all applicable federal, state and local employment discrimination laws and requirements during the Permit.
23. Within ten (10) Days from commencement of the Permit, the Operator shall provide a list of all subcontractors that directly provide services for the operation of the system. Any modifications to such subcontractor list shall be provided by the Operator to NYCDOT within five (5) Days of any modification.

24. To the fullest extent permitted by law;

- i. Indemnify, defend and hold the City and its officials and employees harmless against any and all claims, liens, demands, judgments, penalties, fines, liabilities, settlements, damages, costs and expenses of whatever kind or nature (including, without limitation, attorneys' fees and disbursements) arising out of or related to any of the operations under this Permit (regardless of whether or not the Operator itself had been negligent) and/or the Operator's failure to comply with the law or any of the requirements of this Permit. Insofar as the facts or law relating to any of the foregoing would preclude the City or its officials and employees from being completely indemnified by the Operator, the City and its officials and employees shall be partially indemnified by the Operator to the fullest extent permitted by law;
- ii. Defend, indemnify and hold the City harmless from any and all claims (even if the allegations of the lawsuit are without merit) or judgments for damages and from costs and expenses to which the City may be subject to or which it may suffer or incur allegedly arising out of or in connection with any infringement by the Operator of any copyright, trade secrets, trademark or patent rights or any other property or personal right of any third party by the Operator and/or its subcontractors in the performance of this Permit. The Operator shall defend, indemnify, and hold the City harmless regardless of whether or not the alleged infringement arises out of compliance with the operations under this Permit. Insofar as the facts or Law relating to any claim would preclude the City from being completely indemnified by the Operator, the City shall be partially indemnified by the Operator to the fullest extent permitted by Law;
- iii. Be obliged to defend, indemnify and hold the City and its officials and employees harmless shall not be (i) limited in any way by the Operator's obligations to obtain and maintain insurance under this Permit, nor (ii) adversely affected by any failure on the part of the City or its officers and employees to avail themselves of the benefits of such insurance;
- iv. Be solely responsible for the safety and protection of its employees, agents, servants, contractors, and subcontractors, and for the safety and protection of the employees, agents, or servants of its contractors or subcontractors;
- v. Be solely responsible for taking all reasonable precautions to protect the persons and property of the City or others from damage, loss or injury resulting from any and all operations under this Permit;
- vi. Be solely responsible for injuries to any and all persons, including death, and damage to any and all property arising out of or related to the operations under this Permit, whether or not due to the negligence of the Operator, including but not limited to injuries or damages resulting from the acts or omissions of any of its employees, agents, servants, contractors, subcontractors, or any other person;
- vii. Use the System Area in compliance with, and shall not cause or permit the System Area to be used in violation of, any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of the courts, permits or permit conditions, currently existing or as amended or adapted in the future which are or become applicable to the Operator or the System Area (collectively "Environmental Laws"). Except

as may be agreed by the City as part of this Permit, the Operator shall not cause or permit, or allow any of the Operator's personnel to cause or permit, any Hazardous Materials to be brought upon, store, used generated, treated or disposed of on the System Area. As used herein, "Hazardous Materials" means any chemical, substance or material which is now or becomes in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, its properties or effects;

viii. The above provisions shall survive the expiration or termination of this Permit;

25. Notify DOT within a twenty-four (24) hour period of all crashes involving the System;
26. Notify as soon as possible DOT of all crashes involving property damage and injuries and issues that could affect public safety, including but not limited to reports of criminal activity involving the System, and incidents involving responses from the Police and Fire Departments.
27. Provide DOT with a thirty (30) day notice of any discontinuance of operations and surrender the Permit.
28. Clearly display the permit holder's name or logo, and contact information, including customer service phone number and website, prominently on every moped in System. No other logo or any kind of advertisement or sponsorship is permitted.
29. Promptly notify DOT of any changes to the information provided in its submitted Permit Application Package.
30. Comply with all applicable laws, rules and regulations related to the operation of the System.
31. Agree that this Permit shall incorporate the entirety of the Permit Application Package including but not limited to; Part 1 Moped Share Operator Profile; Part 2 Conditions of Moped Share Operation; Part 3 Moped Share Service Plan and any attached documentation, as reviewed and approved by DOT.

Submitted and Agreed to the Permit on behalf of _____

Signature

Date

Printed name

Title

Reviewed and approved by DOT

Signature

Date

Printed name

Title

Issued Permit Number

Approved hours of operation as approved by DOT

Approved Geographical area(s) (the "System Area")

Approved number of mopeds for the System fleet

Moped Share System Permit Application Package

Part 3: Moped Share Service Plan

The Operator must attach and submit the following plans and must address each of the plan items as listed below. DOT may request modifications to the proposed plans as a condition of permit issuance.

Operating Plan that outlines, at a minimum, the moped share system's proposed:

1. Make, model, length, weight, and battery range of all mopeds intended for use in the moped share system;
2. Rendering of vehicle, including required information;
3. Fee structure;
4. Parking policies;
5. Initial requested fleet size;
6. Service area map;
7. User terms and conditions;
8. "Doing Business As" (DBA) certificate;
9. Certified copy of the Certificate of Incorporation and proof of registration with the New York State Department of State;
10. Proof that all mopeds intended for use in the System are registered with the New York State Department of Motor Vehicles and have a maximum speed of thirty miles per hour; and,
11. Proof of insurance, including insurance policy numbers, for all moped vehicles intended for use in permitted System fleet; (information for items 10 and 11 must be provided in format of attached spreadsheet Vehicle Data Template;

Safety Plan that outlines, at a minimum, the moped share system's proposed;

1. User safety and operating training, including:
 - i. Required in-app safety training, including a mock up or a link to a demo version
 - ii. In person training classes, including proposed locations, schedule, incentives (if any), and curricula
2. User helmet-usage compliance measures
3. Probationary period plan
4. Other safety features and related materials

Vehicle Maintenance and Inspection Plan that outlines, at a minimum;

1. Moped inspection protocols;
2. Preventative maintenance plan; and
3. Repair program.

Rider Accountability and Compliance Plan that includes, at a minimum;

1. A "Community Reporting Tool" that enables members of the public to report violations of traffic or parking rules by users of the moped share system through the system's mobile application,

website, and e-mail; a link to the Community Reporting Tool must be prominently displayed on the first page of the app and the company's webpage and must not require community members to sign in or create an account with the Operator or moped share system in order to submit a report;

2. A user sanctioning policy that does not include user monetary penalties for safety-related violations (the Operator may seek to recoup municipal parking fines from users but is ultimately responsible for any monies due to the City, and the Operator may use monetary penalties for violations of non-safety provisions of its user agreements); and
3. Driver's license validation measures.
4. Account-sharing prevention measures.

Community Outreach Plan for stakeholders that includes, at a minimum;

1. Outreach to stakeholders within the proposed moped share system service area;

Equity Plan that includes, at a minimum;

1. Measures to provide access to the moped share system to low- and moderate-income residents; and
2. Appropriate pricing structures.

Service Area Map

-  No parking zone for shared mopeds
-  Geographical areas approved by NYC DOT for parking by shared mopeds



Service Area Map



No parking zone for shared mopeds

