New York City Department of Transportation

Carshare Program Package

Background:

The Commissioner of the New York City Department of Transportation (NYC DOT) is authorized to issue rules regarding parking and traffic operations in the City pursuant to Section 2903(a) of the New York City Charter. The goals of the New York City carshare program are to expand access to carshare, including in neighborhoods underserved by carshare services and to low- and moderate-income New Yorkers.

Program Description:

The Carshare Program designates dedicated carshare parking spaces for use by eligible carshare organizations (CSO) at on-street locations and in municipal parking facilities citywide. Carshare provides on-demand access to a vehicle for short-term use, usually by the minute, hour, or day. Benefits of the Carshare Program align with NYC DOT's mission to provide for the safe, efficient, and environmentally responsible movement of people and goods in the City of New York by improving local air quality and reducing congestion, greenhouse gas emissions, and vehicle miles traveled. Carshare also provides lower household transportation costs and improved mobility options for New Yorkers because as a shared mobility option it has a lower overall cost than privately owning a vehicle.

On-Street Curbside:

The Carshare Program is open to both round trip and one-way carshare services. Interested CSOs must meet eligibility requirements to participate. CSOs seeking dedicated parking spaces must apply for permits for each new carshare site(s) and/or for each renewal of existing carshare site(s) on an annual basis. CSOs taking advantage of regular parking spaces do not need a site permit but must adhere to standard parking rules.

An on-street curbside site is defined as 40 ft. of continuous curb, the equivalent of two vehicular spaces. NYC DOT will allocate spaces based upon request. The application will be evaluated based upon equity fulfillment and meeting siting criteria. Final approval and permitting will incorporate community outreach. A CSO must pay an annual site permit fee of \$475 for new and existing sites.

Municipal Parking Facilities:

NYC DOT operates two types of facilities: parking fields, which are outdoor, unattended, metered lots and parking garages. Through the Carshare Program **10% or 10 of parking spaces** (whichever is less) will be made available in pre-selected NYC DOT municipal parking facilities. NYC DOT will assign spaces in pairs within each facility to eligible CSOs. Please see Attachment D *Carshare Fee per Space*, for number of available carshare parking spaces and current rate for each facility. CSOs must pay an annual fee per space based on existing rates at each municipal parking facility.

Registered CSOs will request new or renewed carshare parking spaces for each municipal parking

facility they wish to operate from. After the first year, spaces will be assigned on a first come-first serve basis, with renewals receiving priority.

If CSOs have an interest in stationing electric vehicles (EV) at NYC DOT parking garages that have level two EV chargers, please include this in your application along with a proposal for how you would use these reserved EV charger spaces, including any additional costs or incentives for customers.

For more details, including locations of Municipal Parking Field and Garages, operating hours, facilities descriptions, and carshare parking spaces in municipal parking facilities, please visit the NYC DOT Parking webpage.

On-Street Curbside Carshare Program

Curb Regulations:

On-street curbside carshare parking spaces will be regulated by curb signage, authorizing a CSO's vehicle assigned to that carshare parking space to park in that location. The regulatory sign will feature the logo of the CSO holding the permit for that space, along with "Others no Standing." Signage will be produced and installed by NYC DOT. CSO must provide logo to NYC DOT within 5 days of permit approval.

Equity Requirement

As a means of expanding access to carshare, NYC DOT requires all participating CSOs to allocate 20% of their total allotment of on-street curbside carshare parking spaces in Equity defined zones. Please see Attachment C *Carshare Program Equity Zones*, which are consistent with the New York City Streets Plan (NSP) Tier 1 Priority Investment Areas (PIA) that identifies, historically, underserved communities throughout the city.

These Equity Zones are subject to change annually and existing sites in Equity Zones will be grandfathered into the program, contributing to a CSO's 20% equity site requirement, if renewed.

Equity Plan

Eligible CSOs must provide NYC DOT with an Equity Plan that outlines measures to provide access to the Carshare Program for low-to-moderate income New York City residents, including appropriate pricing structures and partnerships with community organizations. Equity Plans must be submitted with a Community Outreach Plan as part of the Carshare Program Package.

Community Outreach Plan

Eligible CSOs must engage the community by creating a Community Outreach Plan to be submitted to NYC DOT along with an Equity Plan as part of the Carshare Program Package. The plan will guide the CSO's engagement in communities after the permits are issued. A CSO's plan must show how the CSO plans to achieve the following goals:

- 1. Increasing the diversity of carshare users;
- 2. Increasing the diversity of neighborhoods served by carshare; and

3. Increasing the affordability of the carshare services to low- and moderate-income New Yorkers.

In addition, the Equity Plan should indicate how the CSO plans to measure progress on advancing these three equity goals.

Accessibility

A carshare vehicle with professionally installed hand controls must be made available within 48 hours of any carshare member's request. A "hand control adapted carshare vehicle" is defined as a vehicle equipped with professionally installed hand controls allowing for the use of the vehicle by carshare members with mobility impairments. These hand controls must have the capability of being activated and deactivated for carshare members' needs and must not prevent the operation of the vehicle's foot pedals.

Community Board Outreach

CSOs will be responsible for providing and presenting informational material on preliminary approved sites to affected Community Boards, when requested. Informational materials may consist of photos, carshare statistics, relevant data for existing sites, locations of preliminary approved sites, etc. CSOs should share community support letters from neighboring businesses, current customers, and potential customers with Community Boards. NYC DOT will act as a liaison between CSOs and Community Boards. CSOs must consult with NYC DOT prior to Community Board Meetings.

Carshare Program Application Process

The following constitutes the Carshare Program application process:

- CSOs seeking to obtain permits for dedicated parking spaces must register as a qualified operator. Please see *Registration Requirements* below. **Registration process** will be open year-round. Once approved and one week before the 30 day application window opens, CSO will receive a link to the siting request platform to request existing and new sites.
- CSOs must complete the Carshare Program Package Parts 1, 2, 3, and 4 and provide an Equity Plan and Community Outreach Plan. Please see Carshare Program Package, Parts 1, 2, 3, and 4 below. There will be an annual thirty (30) day window for site requests and submission of the Carshare Program Package.
- 3. CSOs complete Community Board outreach including informational materials to affected Community Boards and organizations as requested.
- 4. CSOs assigned spaces in municipal parking facilities must coordinate with the NYC DOT Parking Division to pay existing parking permit fee(s) charged by each applicable municipal parking facility to receive facility access for its carshare vehicles. Municipal Parking fees must be paid on an annual basis within ten (10) days of permit approvals.

- 5. NYC DOT will issue CSOs on-street curbside carshare parking permits for all approved sites meeting siting criteria and outreach specifications. New CSOs must provide NYC DOT with company logo within 5 days of permit approval.
- 6. On-street markings and car deployment in spaces must be completed within thirty (30) days of permit approval.

On-street curbside site and municipal parking facility space requests will be requested through a spreadsheet form based upon availability. . CSOs will submit signed documents and Plans in Word, PDF, and/or Excel format by email to <u>carshareNYC@dot.nyc.gov</u>, or post mail to:

Carshare Program c/o Special Projects NYC Department of Transportation 55 Water Street, 6th Floor New York, NY 10041

Carshare Program Package Description

The Carshare Program Package consists of the following parts/steps:

Step One: Registration

Any CSO wishing to participate in the program must first register with the NYC DOT. This registration establishes the CSO as a qualified operator. To register, a CSO must provide the following information:

- a. Legal name of the CSO and its "Doing Business As" (DBA) certificate
- b. A certified copy of the Certificate of Incorporation and proof of registration with the New York State Department of State
- c. Company address, contact name, contact telephone number, and contact e-mail addNYCress
- d. Information about the CSO's New York City-specific operations, including the CSO's total carshare vehicle fleet size in New York City, the number and location of private garages and carshare parking sites from which it currently operates, and the number of equity carshare parking sites; and
- e. Information about the CSO's membership rates and/or associated costs, including any differences based on geography or time increments.

Register here to become a qualified CSO via the Carshare Program Registration Webform

Webform submissions are strongly preferred.

If online submission is not an option, please send a request to Carsharenyc@dot.nyc.gov.

Step Two: Complete and Sign Carshare Program Forms (Parts 1-4) found below

- 1. Carshare Program Consent (Part 1);
- 2. Carshare Program Permit Conditions (Part 2);

- 3. Data Sharing Consent (Part 3); and
- 4. Pavement Markings Terms and Conditions (Part 4)

CSOs will submit signed documents and plans in Word, PDF, and/or Spreadsheet format by email to <u>carshareNYC@dot.nyc.gov</u>, or post mail to:

Carshare Program c/o Special Projects NYC Department of Transportation 55 Water Street, 6th Floor New York, NY 10041

Email submissions are strongly preferred

Step Three: Complete Siting Request(s)

Siting Request Platform

All site requests, new and existing will be requested through an online siting request platform. . Once a CSO has been verified as registered with NYC DOT, on an annual basis, a CSO will be provided a link to a siting request platform. CSOs will identify which municipal parking facilities they prefer and how many parking spaces they wish to secure within each (with a minimum request of two spaces in any one facility) by sending an excel spreadsheet with their request / using an online form. CSOs will identity which on-street curbside spaces they request to operate from based upon siting criteria and provide usage data for existing spaces.

Webform submissions are strongly preferred.

If web submission is not an option, please send a request to CarshareNYC@dot.nyc.gov

Step Four: Submit Equity and Community Outreach Plans

Equity Plan

Eligible CSOs must provide NYC DOT with an Equity Plan that outlines measures to provide access to the Carshare Program and vehicles located in low-to-moderate income neighborhoods including appropriate pricing structures and partnerships with Community Organizations. The Equity Plans must be submitted with a Community Outreach Plan as part of the Carshare Program Application Package.

Community Outreach Plan

Eligible CSOs must engage the community by creating a Community Outreach Plan to be submitted to NYC DOT along with an Equity Plan as part of the Carshare Program Package. The plan will guide the CSO's engagement in communities. A CSO's plan must show how the CSO plans to achieve the following goals:

- 1. Increase the diversity of carshare users.
- 2. Increase the diversity of neighborhoods served by carshare; and
- 3. Increase the affordability of the carshare services to low- and moderate-income New Yorkers.

In addition, this equity plan must indicate how a CSO plans to measure progress on advancing these three equity goals.

CSOs will submit signed documents and Plans in Word, PDF, and/or Spreadsheet format by email to <u>carshareNYC@dot.nyc.gov</u>, or post mail to:

Carshare Program c/o Special Projects NYC Department of Transportation 55 Water Street, 6th Floor New York, NY 10041

Email submissions are strongly preferred

Step Five: Pay Permit Fees

For On-Street Curbside parking permits, each CSO must pay an annual \$475 permit fee per site to NYC DOT. This fee is per site for new permits and for renewal permits. Payments must be made within ten (10) days of permit approval. Payments should be mailed to:

Revenue and Accounts Receivable Attn: Robert Harriot Grants and Fiscal Management 55 Water Street, 8th Floor New York, NY 10041

For municipal parking facility permits, the CSO mustpay the specific facility's permit fee. This is not the \$475 fee associated with on-street curbside parking permits. A list of general municipal parking facility fees can be found <u>on the NYC DOT Parking website</u>. Payments must be made within ten (10) business days of site notification. Payments should be mailed to:

NYC DOT-Parking Operations Division Pre-Paid Parking 34-02 Queens Blvd., 1st Floor Long Island City, NY 11001

Step Six: Permit Issuance, Logos, and On-Street Markings

- 1. NYC DOT issues Permits
- 2. CSOs must provide NYC DOT with company logo within five (5) days of permit approval.
- 3. On-street markings and car deployment from permit-approved spaces must be completed within thirty (30) days of permit approval.

NYC DOT may deny a CSO's application if any of the conditions described in the Carshare Program Package are not met or the Program Package is incomplete. If denied, the applicant CSO has fifteen (15) days from receipt of the denial to appeal the determination.

Permit Term

New and existing sites must be requested on an annual basis through an online siting request platform open for one (1) month (30 calendar days) per year. New and existing permits will be issued by NYC DOT prior to the previous permit's expiration. Please note, NYC DOT reserves the right to modify the Carshare Program Package or any subsequent Carshare Program Package. NYC DOT may decline to issue or revoke a permit for failure to comply with permit conditions.

Siting Criteria

CSOs are responsible for requesting carshare sites through a siting request platform. Each site must adhere to the below siting criteria to be considered for preliminary approval.

- 1. Carshare parking spaces are sited in pairs at the corners of residential, unmetered blocks.
 - a. Spaces will both be sited on the same blockface in the first forty (40) feet before or after an intersection.
 - b. For reporting purposes, the space closest to the intersection will be labeled Space A, and the space furthest from the intersection will be Space B.
 - c. Spaces must be sited at non-metered, non-truck loading locations with Alternate Side Parking (ASP) and street cleaning no more than two (2) times per week.
 - d. Back in angle parking locations are not allowed
 - e. Spaces must be sited in a permanent parking lane (cannot convert to a moving lane)
 - f. Spaces can not block a driveway, hydrant, bus lane or bus stop
- 2. At least 20% of on-street curbside parking spaces must be in Equity Zone Areas, *See above for Equity Zones guidelines.*
- 3. Must maintain minimum distance of:
 - a. 1000 feet of an existing on-street carshare site ; 750 feet from a DCA private garage on same blockface. Specific written justification for any site within above footage of an existing site or private garages can be submitted by CSO and will be taken into consideration by NYC DOT
 - b. 250 feet of a police precinct, fire station, hospital, school, or large house of worship

Siting Request Platform

NYC DOT will provide registered CSOs with a link to the siting request platform to request individual sites . The CSO must submit the following information via email to Carsharenyc@dot.nyc.gov:

1. Legal name of the CSO

- 2. Company address, contact name, telephone number and e-mail address
- 3. Proof of vehicle registration in New York State for all carshare vehicles intended for use in a carshare parking space
- 4. Proof of automobile insurance for all carshare vehicles intended for use in a carshare parking space
- 5. Make, model, length, and combined city/highway miles per gallon (MPG) according to the U.S. Environmental Protection Agency's MPG ratings of vehicles intended for use in a carshare parking space

Next, the CSO must enter the below information into the platform. Information is required to be entered per 10 sites.

- 1. Carshare Company Name
- 2. Date
- 3. New Program Participant (Y/N)
- 4. Request (New Site Request\Renewal Site Request)
- 5. Site Location-On Street
 - a. On-Street
 - i. Place point on map
 - ii. between (In the direction of traffic for the side of the street where the site will be located)
 - 1. From St
 - 2. To St
 - b. Side of Street
 - c. Longitude (by selection)
 - d. Latitude (by selection)
- 6. Notes \ Other information

Web submissions are strongly preferred.

If web submission is not an option, please send a request to CarshareNYC@dot.nyc.gov

Data Sharing

As part of the Carshare Program, CSOs are required to provide NYC DOT with **monthly** data, within 10 business days of the end of the reporting month. This data will include maintenance and cleaning summaries as well as individual space summaries of utilization metrics and unique users that include:

1. Cleaning Summary

- a. DOT Site ID
- b. Cleaning Date
- c. Cleaning Time
- 2. Space Summary
 - a. DOT Site ID
 - b. DOT Space ID
 - c. Total hours rental was active
 - d. Total hours car was available for rental
 - e. Total hours car was out-of-service/
 - f. Number of reported space blockages
 - g. Total trips for the month
 - h. Total unique users for the month
 - i. Average trip length (to a tenth of a mile)
 - j. Average trip duration (to the minute)

NYC DOT reserves the right to request a full trip audit, with 15 days' notice to CSOs, to ensure accuracy and usage of space summary. This data will include the following:

- 1. Unique Trip ID
- 2. DOT Site ID
- 3. DOT Space ID
- 4. Vehicle ID
- 5. Start/End Date
- 6. Start/End timestamp
- 7. Mileage

All data should be submitted in excel format and emailed to <u>CarshareNYC@dot.nyc.gov</u>. A data template will be provided.

NYC DOT reserves the right to audit complete vehicle availability datasets within 24 hours' notice and in the future may require CSOs to report datasets of Space ID and Vehicle ID to NYC DOT in real time, through an application programming interface (API), to ensure vehicle availability.

There will be 30 days' notice to all CSOs of any new data reporting requirements.

On-Street Markings

CSOs will install on-street pavement markings at their dedicated carshare parking sites. CSOs are responsible for all aspects of on-street pavement marking maintenance, including installing, maintaining, and **removing** any on-street pavement markings related to the carshare parking site. CSO's must re-mark their sites annually. On-street pavement marking specifications are as follows:

NYC DOT Markings Specifications:

- 1. Four (4) inch solid white line
 - a. If there is no existing parking lane stripe, use the "L" and "T" shaped markings extending to seven (7) feet off curb.
 - b. If there is an existing parking lane stripe, use only lateral lines extending to meet the existing longitudinal parking lane stripe.
- 2. Message and letters must be two (2) feet in letter height using the SHSM standard alphabet displaying "CARSHARE PARKING ONLY." (<u>https://mutcd.fhwa.dot.gov/ser-shs_millennium.htm</u>)
 - a. On center at 3.5 feet off curb, even if the existing parking lane is wider.
 - b. May reduce "Carshare" to twenty (20) inches if overextending within seven feet of parking lane stripe.

Please see Attachment A: NYC DOT Markings Specifications in Part 4: Pavement Markings Terms and Conditions for markings reference.

There is a 30-day period for markings to be removed in the event of site relocation and/or nonrenewal. CSOs must submit a permit bond to the NYC DOT within 10 business days of permit issuance to cover costs and expenses that may be incurred by the City as a result of a CSO failing to remove on-street markings within the specified timeframe. Bonds will be valid through the permit term of one (1) year and the CSO's maintenance responsibilities extend through the length of the permit term for all carshare parking sites. Please see *Part 4: Pavement Markings Terms and Conditions Bond Example*

Permit Assignment: On-Street Curbside Sites

- 1. Permits will be issued to only registered CSOs based on each site meeting siting criteria, usage data, and community outreach t.
- 2. Twenty percent (20%) of all carshare parking spaces selected by each qualified CSO must be in Equity Zones.
- 3. On-street curbside spaces will be preliminary approved, except for renewed spaces, on a first-come, first-serve basis. If a CSO's preferred carshare parking space has been preliminary approved for another CSO, the NYC DOT will give preference to an alternative location requested, if applicable.
- 4. In reviewing site requests, NYC DOT will also consider:
 - a. Traffic and pedestrian flow;
 - b. Surrounding land uses and street furniture;
 - c. Results from CSO community outreach;
 - d. The number of existing carshare parking sites and private carshare parking locations in the surrounding area;

- e. Communication efforts with DCA private parking garages
- f. CSO's compliance with the permit terms and conditions at the site in the previous years, in case of a renewal permit; and
 - i. Utilization metrics (Trips/Usage, complaints, etc)
 - ii. Street Cleaning Compliance
 - iii. Complaints
- g. Ongoing and/or upcoming construction projects in the vicinity of the proposed location.

Permit Assignment: Municipal Parking Facilities

Eligible CSOs must submit their preferences for spaces within NYC DOT municipal parking facilities through the webform. CSOs will identify which municipal parking facilities they prefer and how many parking spaces they wish to secure within each (with a minimum request of two spaces in any one facility). The NYC DOT will allocate spaces to qualified CSOs within each facility, except for existing/renewed spaces, on a first-come, first-serve basis.

Carshare Program Package Part 1: Carshare Program Consent

I, the undersigned official representative of _________, hereby confirm that the aforementioned carshare organization (CSO), currently meets the following eligibility requirements established by the New York City Department of Transportation in order to participate in its Carshare Program, and will adhere to these eligibility requirements throughout the length of the CSO's participation in the Carshare Program. I confirm that the aforementioned carshare organization (CSO):

- 1. Is not in arrears to the City of New York for an amount totaling more than one thousand dollars;
- 2. Provides automobile insurance as part of its carshare vehicle rental price;
- 3. Allows its carshare vehicles to be rented on an hourly basis or in smaller time intervals, and at rates which vary by time and/or distance.

Signature

Date

Printed name

Title

Carshare Program Package Part 2: Carshare Program Permit Conditions

I, the undersigned official representative of ______, hereby agree to follow and adhere to the following conditions for the New York City Department of Transportation (NYC DOT) carshare parking permit(s) throughout the length of the permit term:

- 1. Indemnify the City of New York against legal liabilities associated with the use of the curb for carshare operations;
- 2. Provide a vehicle with professionally installed hand controls to any carshare member within 48 hours of the member's request;
- 3. Share and regularly report to NYC DOT data as specified in the Carshare Data Sharing Agreement;
- 4. Actively use on-street carshare parking spaces at all times to provide carshare services (with reasonable allowances permitted for carshare vehicle maintenance);
- 5. Actively use carshare parking spaces in municipal parking facilities at all times the facility is open for public use to provide carshare services (with reasonable allowances permitted for carshare vehicle maintenance);
- 6. Select at least 20% of allotted carshare parking spaces from available equity parking spaces;
- 7. Comply with all applicable parking regulations, including but not limited to, regulations relating to construction activities and street closures;
- 8. Timely pay parking fines and/or towing fees/fines associated with carshare vehicles;
- 9. Provide NYC DOT with a thirty (30) day notice if carshare permit holder decides to discontinue service at a carshare parking site;
- 10. Display the carshare permit holder's name prominently on each carshare vehicle using a carshare parking space;
- 11. Promptly notify NYC DOT of any changes to information provided in Registration.
- 12. Comply with all applicable laws, rules and regulations related to the operation of the Carshare Program; and
- 13. Clean the City's public streets and roads within on-street carshare parking spaces and fifteen feet on either side of the carshare parking space through the length of the permit(s). Maintenance responsibilities include:
 - Sweeping at least once per week or pursuant to the frequency of street sweeping on the block face on which the on-street carshare parking space is located, whichever is greater;
 - b. Removing ice or snow within twelve (12) hours after an ice or snow event so as to maintain a clear parallel pedestrian path on the sidewalk adjacent to the carshare parking space. If an occurrence of heavy snow or ice prevents the permit holder from meeting its maintenance timeframe, the permit holder must contact NYC DOT and provide a specific timeline for snow and ice removal;

- c. Maintaining carshare parking signs so that they are unobstructed and free of dirt, stickers, and graffiti; and
- d. Keeping records of the maintenance for carshare parking spaces, including date, time, and scope of maintenance.
- 14. Temporarily relocate the carshare vehicle from the carshare parking space, due to certain circumstances including but not limited to construction, street repaying, special events, public safety, emergency, or as deemed appropriate by NYC DOT.

Any additional maintenance responsibilities will be provided by the NYC DOT with a thirty (30) day notice to the permit holder.

Signature	Date	
Printed name		
 Title		

Carshare Program Package Part 3: Data Sharing Consent Form

I, the undersigned official representative of ________, hereby agree to follow and adhere to the New York City Department of Transportation (NYC DOT) data sharing conditions throughout the length of the permit term:

Send monthly reports to NYC DOT in excel format (template to be provided) to <u>CarshareNYC@dot.nyc.gov</u> or post mail to:

Carshare Program c/o Special Projects NYC Department of Transportation 55 Water Street, 6th Floor New York, NY 10041 Electronic submissions are strongly preferred.

Data submission(s) must include the following:

- a. Cleaning Summary
 - i. For each parking site, a spreadsheet with the following data:
 - 1. DOT Site ID
 - 2. Cleaning Date
 - 3. Cleaning Time
- b. Space Summary
 - i. For reach parking space, a spreadsheet with the following data:
 - 1. DOT Site ID
 - 2. DOT Space ID
 - 3. Total hours rental is active
 - 4. Total hours car was available for rental
 - 5. Total hours car was out-of-service
 - 6. Number of reported blockages
 - 7. Total trips per month
 - 8. Total unique users per month
 - 9. Average trip length (to a tenth of a mile)
 - 10. Average trip duration (to the minute)
- c. Trip Audits

- i. With fifteen (15) days' notice, submit a full trip audit as a spreadsheet with the following data:
 - 1. Unique Trip ID
 - 2. DOT Site ID
 - 3. DOT Space ID
 - 4. Vehicle ID
 - 5. Start/End Date
 - 6. Start/End timestamp
 - 7. Mileage

NYC DOT reserves the right to audit complete vehicle availability datasets within 24 hours' notice and in the future may require CSOs to report datasets of Space ID and Vehicle ID to NYC DOT in real time, through an application programming interface (API), to ensure vehicle availability.

There will be 30 days' notice to all CSOs of any new data reporting requirements.

Signature		Date	
Printed name			
 Title	-		

Carshare Program Package

Part 4: Pavement Markings Terms and Conditions

I, the undersigned official representative of ________, (the "CSO") hereby agree to follow and adhere to the New York City Department of Transportation (NYC DOT) conditions for carshare pavement marking(s) throughout the length of the permit term.

The CSO agrees to:

- 1. Install and maintain carshare parking pavement markings ("Markings") to the specifications described in Attachment A on an annual basis;
- 2. Remove all Markings upon termination of the permit or within thirty (30) days of written notice from NYC DOT or from CSO;
- 3. Indemnify the City of New York against legal liabilities associated with the use of the curb for carshare operations, including the installation and maintenance of Markings;
- 4. Install the Markings at approved number of carshare parking spaces. CSO will clean its spaces and relocate its vehicles to install the Markings;
- 5. Complete and submit Attachment B regarding its Markings vendor to DOT within five (5) days of receipt of permit; and
- 6. Submit a permit bond to the NYC DOT within ten (10) business days of permit issuance to cover costs and expenses incurred by the City as a result; of CSO failing to timely remove Markings.

Agreed to by:			
Name (print)		Title <mark>:</mark>	
Signature:			
Sworn to	before me thisday of		
 Notary Public/	 Commissioner of Deed		

Carshare Program Package

Part 5: Pavement Markings Terms and Conditions Bond Template (THIS IS A TEMPLATE, NOT A FORM, DEFER TO SURETY COMPANY)

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____

hereinafter referred to as the "Principal," and ______

hereinafter referred to as the "Surety" (or "Sureties") are held and firmly bound to THE CITY OF NEW YORK, acting by and through its Department of Transportation, hereinafter referred to as the "City," or to its successors and assigns, in the penal sum of Twenty-five Thousand (\$25,000.00) Dollars, lawful money of the United States of America, for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Dated this _____

THE CONDITION of the above obligation is such that if the above named Principal shall well and truly keep and in every respect comply with and conform to the conditions of the permit(s), including all applicable laws, rules, and regulations issued during the permit term of one (1) year from MM/DD/YYYY to MM/DD/YYYY while this Bond remains in force by the Commissioner of the Department of Transportation of the City of New York to the said Principal covering all locations in the Five Boroughs of New York City, including but not limited to the following:

Allowing him, her, it, or them to perform work on on-street marking maintenance, including installing, maintaining, and removing any on-street markings relating to the carshare parking site(s) within the location identified in the permit(s), all to be done pursuant to the rules and regulations of the Department of Transportation of the City of New York and to the satisfaction of and under the direction of the Commissioner of the Department of Transportation of the City of New York of and from all damage and costs to which it may be put by reason of injury to persons or property of another, resulting from the use of the streets as authorized by said permits, or resulting from failure to comply with the conditions upon which said permits were granted, and shall as aforesaid in all respects strictly comply with the terms and conditions of said permits and timely pay any fines, fees, or penalties imposed on the

Principal as a result of the failure to comply with terms and conditions of said permits or applicable laws, rules and regulations, then this obligation shall be null and void otherwise to remain in full force and effect and will indemnify and save harmless the City of New York of and from all damage and costs to which it may be put by reason of injury to persons or property of another, resulting from the use of the streets as authorized by said permits, or resulting from failure to comply with the conditions upon which said permits were granted, and shall as aforesaid in all respects strictly comply with the terms and conditions of said permits and timely pay any fines, fees, or penalties imposed on the Principal as a result of the failure to comply with terms and conditions of said permits or applicable laws, rules and regulations, then this obligation shall be null and void otherwise to remain in full force and effect.

The Surety, for value received hereby stipulates and agrees, as and when requested to do so by the City, up to the penal sum of this Bond, (1) to pay the City the costs the City incurred to complete the work specified herein to be performed under Principal's permits pursuant to their terms, conditions, and covenants (the "Permitted Work"), if the Principal, for any cause, has failed or neglected to fully perform and complete such Permitted Work, including all aspects of on-street marking maintenance, including installing, maintaining, and removing any on-street markings relating to the carshare parking site (2) fully complete the Permitted Work, and/or (3) to pay any fines, fees, or penalties imposed on the Principal as a result of its failure to comply with and conform to the conditions of all permits, including all laws, rules and regulations concerning the Permitted Work. If the City requests the Surety to complete the Permitted Work, the Surety (Sureties) further agrees to commence and diligently perform the Permitted Work specified in the permits and this Bond, including physical site work specified herein within thirty (30) business days after written notice thereof from the City and to complete all Work within such time as the City may reasonably fix. If the City elects to require the Surety to make payment under this Bond, for the costs the City incurred and/or for payment of fines, fees, or penalties, such payment must be made within a reasonable time period. The Surety and the City reserve all rights and defenses each may have against the other; provided, however, that the Surety expressly agrees that its reservation of rights, including challenging the City's determination that the Principal failed or neglected to fully perform and complete such Permitted Work, shall not provide a basis for nonperformance of any obligation provided herein.

It is agreed that this Bond becomes effective on the date set forth above and shall continue in force the entire permit term or until terminated as provided herein. The Surety's liability shall not be cumulative from year to year. Any claim made under this Bond shall be applied against the penal sum in effect during the time period of the Bond in which the permit covering the work that is the subject of the claim was issued. In addition, it is understood and agreed that this Bond includes the Principal's guarantee of the removal of on-street pavement markings in connection with any permit received during the time period that this Bond is in effect.

This Bond shall be terminated on a date specified in a written notice given by the Commissioner of Transportation of the City of New York to Surety and Principal or in a written notice of at least thirty (30) days given by the Surety to the Commissioner of Transportation of the City of New York at 55 Water Street, 9th Floor, New York, NY 10041 and the Principal by certified mail. Such cancellation shall not be effective for any permits issued or work performed thereunder prior to this Bond's effective date of cancellation.

be ner			se presents t	be signed by the		per officers, this	uuy oi
		_, 20	·				
							(LS)
Princip	al						
(Seal)	Ву:						
Surety							
(Seal)	By:						
Surety					_		
(Seal)	By:						
Surety							

If the Principal is a partnership, the Bond should be signed by each of the individuals who are partners.

If the Principal is a corporation, the Bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney-in-fact.

IN WITNESS WHEREOF, the Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, this _____day of

ACKNOWLEDGMENT OF PRINCIPAL—IF A CORPORATION

State of	County of	SS:
On thisday of	, 200before me personally appeared	
	to me known, who being by me duly sworn, did de	pose and say
that he/she resides at	t	
that he/she is the	of	
		<u>,</u> the
-	on; that one of the seals affixed to said instrument is suc by order of the directors of said corporation, and that he by like order.	•
	Notary Public or Commissioner of D	Deeds
ACKNOWLEDGMENT	OF PRINCIPAL—IF A PARTNERSHIP	
State of	County of	SS:
On this <u>day of</u>	, 200before me personally appeared	
	to me known and known to me to be a mer	mber of the firm of
		, the firm
	executed the foregoing instrument and he/she acknow same as and for the act and deed of said firm.	wledged to me that

Notary Public or Commissioner of Deeds

ACKNOWLEDGMENT OF PRINCIPAL—IF AN INDIVIDUAL

State of			_County of	SS:
On this	_day of	_, 200_	_before me personally appeared	
			to me known and known to me to be t	he person:
described in	and who executed t	he foreg	oing instrument and he/she acknowledged	to me that
he/she exec	uted the same for th	ne purpo	se therein mentioned.	

Notary Public or Commissioner of Deeds

- 1. Each executed Bond should be accompanied by:
 - a) appropriate acknowledgments of the respective parties; and
 - b) an appropriate duly certified copy of the Power of Attorney or other certificate of authority where the Bond is executed by agent, officer or other representative of the Principal and Surety; and
 - c) a duly certified extract from by-laws or resolutions of the Surety under which the Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and
 - d) a duly certified copy of the latest published financial statement of assets and liabilities of Surety.
- 2. Affix Acknowledgments and Justification of Sureties.

Attachment A: NYC DOT Markings Specifications:

- Four (4) inch solid white line
 - If there is no existing parking lane stripe, use the "L" and "T" shaped markings extending to seven (7) feet off curb.
 - If there is an existing parking lane stripe, use only lateral lines extending to meet the existing longitudinal parking lane stripe.
- Message and letters must be two (2) feet letter height using the SHSM standard alphabet. (<u>https://mutcd.fhwa.dot.gov/ser-shs_millennium.htm</u>)
 - On center at 3.5 feet off curb, even if the existing parking lane is wider.
 - May reduce "Carshare" to twenty (20) inches if overextending within seven (7) feet of parking lane stripe.



Attachment B: Vendor Information

Company: _____

Pavement marking vendor information and materials are as follows:

Vendor Na	ime:			
Address: _			 	
Phone:				
Fax:				

The vendor shall use the following paint and color codes:



Attachment C: NYC DOT Carshare Program Equity Zones

0	Neighborhood Tabulation Area (NTA) Bedford
1	Fordham South
2	
2	Rugby-Remsen Village Williamsbridge-Olinville
4	Brownsville
5	East New York (Pennsylvania Ave)
6	Parkchester
7	Erasmus
8	East Flatbush-Farragut
9	Morrisania-Melrose
10	Elmhurst
11	Longwood
12	Hunts Point
13	Melrose South-Mott Haven North
14	Ocean Hill
15	Soundview-Bruckner
16	East New York
17	Kingsbridge Heights
18	Norwood
19	Manhattanville
20	University Heights-Morris Heights
21	East Concourse-Concourse Village
22	North Corona
23	Sunset Park East
24	Marble Hill-Inwood
25	Washington Heights North
26	Mott Haven-Port Morris
27	Central Harlem North-Polo Grounds
28	Queensbridge-Ravenswood-Long Island City
29	Van Cortlandt Village
30	Sunset Park West
31	South Jamai ca
32	West Farms-Bronx River
33	Westchester-Unionport
34	East Harlem South
35	East Harlem North
36	Bushwick North
37	Central Harlem South
38	Prospect Lefferts Gardens-Wingate
39	Claremont-Bathgate
39 40	
	Mount Hope
41	Jamaica Richmond Uill
42	Richmond Hill
43	Seagate-Coney Island
44	Bedford Park-Fordham North
45	Belmont
46	Bronxdale
47	Corona
48	Eastchester-Edenwald-Baychester
49	East Tremont
50	Crotona Park East
51	Soundview-Castle Hill-Clason Point-Harding Pa
52	Flushing
53	Williamsburg
54	Hamilton Heights
55	Washington Heights South
56	Highbridge
57	West Concourse
58	Stuyvesant Heights
59	Bushwick South
60	Chinatown
61	Lower East Side

NYC DOT Carshare Program Equity Zones



Attachment D: Annual Carshare Fee Per Space Please refer to

	Facility Name	Facilit Y	Borough	CarsShare Available Spaces	Annual Proposed Fee Per Space
1	Avenue M	Field	Brooklyn	5	\$4,900.00
2	Bayside	Field	Queens	9	\$3,600.00
3	Bensonhurst #1	Field	Brooklyn	10	\$3,600.00
4	Bensonhurst #2	Field	Brooklyn	2	\$6,900.00
5	Brighton Beach	Field	Brooklyn	10	\$10,400.00
6	Broadway/31st St	Field	Queens	6	\$4,900.00
7	Canarsie	Field	Brooklyn	10	\$3,000.00
8	College Point	Field	Queens	3	\$5,700.00
9	Ditmars #1	Field	Queens	5	\$6,900.00
10	Ditmars #2	Field	Queens	7	\$4,900.00
11	Ferry Terminal	Field	Staten Island	10	\$3,600.00
12	Flushing #2	Field	Queens	9	\$11,500.00
13	Flushing #4	Field	Queens	9	\$3,000.00
14	Gowanus	Field	Brooklyn	10	\$5,700.00
15	Grant Avenue	Field	Brooklyn	10	\$3,600.00
16	Great Kills	Field	Staten Island	6	\$3,000.00
17	Meeker	Field	Brooklyn	10	\$4,200.00
18	New Dorp	Field	Staten Island	7	\$3,000.00
19	Queens Village	Field	Queens	5	\$3,600.00
20	Rockaway Park	Field	Queens	10	\$3,000.00
21	Rosedale East & West	Field	Queens	8	\$3,000.00
22	Sheepshead Bay #1	Field	Brooklyn	6	\$6,900.00
23	Sheepshead Bay #2	Field	Brooklyn	8	\$4,900.00
24	Steinway #1	Field	Queens	9	\$3,600.00
25	Steinway #2	Field	Queens	5	\$9,200.00
26	Sunnyside	Field	Queens	10	\$4,900.00
27	West Brighton	Field	Brooklyn	5	\$3,600.00
29	White Plains	Field	Bronx	9	\$4,900.00

*30	Jerome Ave/190th	Garag	Bronx	3	\$3,000.00	
	Street	е				
* Note: Location can only accommodate 3 spaces for use. Fee is monthly based on current permit						
rate at location						

* Note: Location can only accommodate three spaces for use. Fee is monthly based on current permit rate at location