

Attachment 1 – Car Share Parking Policy Submissions

Submission	Submission	Officer Recommendation
1 – Individual	I have no opinions on the car share policy other than a general desire to see more car share spaces, particularly around Beecroft station and Pennant Hills station.	Noted
2 – Individual	Car Share Parking Policy - I support this policy but: 1.I think that requirement (v) in the eligibility criteria for car share operators to provide booking durations of 1 hour or less is likely to be too onerous. A minimum 1 hour booking period is far more reasonable. 2. I think that the location of car share spaces should also give priority to locations that aren't well served by public transport.	Noted
3 – Individual	<p>I have reviewed Hornsby Shire Council's (HSC) draft car share plan and note that it does not address any community-based arrangement for car sharing.</p> <p>I currently share my car, on an informal basis, with 4 other residents of Dangar Island who are not family members.</p> <p>The draft guidelines fail to take into account any arrangements of this kind and ought to include community-based responses to the issue of car parking and use patterns.</p>	Noted – Individual informal car share arrangements to be addressed as part of the draft Car Parking Management Study
4 – Industry representative	See copy below	See below

Current Clause	Comment	Proposed Changes – Changed or inserted text in italics	Officer Recommendation
<p>EXPRESSION OF INTEREST FOR USE OF CAR SHARING BAYS</p> <p>Council may, at its discretion, elect to undertake an Expression of Interest (EOI) for the use of any or all car sharing spaces by one or more operators. The EOI will be open to any operator, including incumbents.</p>	<p>We are slightly unclear as to the intention of this policy as to whether it applies to</p> <p>a) The process with which Council may elect to undertake an EOI process to introduce new operators to the area to increase local competition, or</p> <p>b) To allow for Council to at any time reallocate existing spaces between operators.</p>	<p>Amend clause to include;</p> <p><i>Individual spaces may be subject to an EOI process if; an operator has violated their obligations as an operator, or are purposefully vacating the space.</i></p> <p><i>An Expression of Interest for multiple spaces will only be called in the case of significant violation of an operator's obligations under this policy, and subject to a 3-month notice period.</i></p>	Remove 'any or all'

	<p>If it is a) we believe that the clause should be amended to remove 'any or all'</p> <p>If the intention of the clause is b) then while we understand Councils need to retain control of the land utilised by carshare operators. this clause does introduce some level of uncertainty and business risk to operators.</p> <p>To mitigate this business risk; council could elaborate on the existing clause to provide specific triggers and procedures to assuage any concerns about potential loss of network.</p>		
<p>Eligibility Criteria of Car Share Operators</p> <p>ii) Guarantee that Car Share Membership would be open to everyone willing to pay membership fees.</p>	<p>While we can provide this guarantee, we believe that this clause is largely similar to clause iii) which also provides stronger language for ensuring open membership is made available.</p>	<p>There are also cases wherein members are provided with free membership which makes this clause somewhat unnecessary. Council could potentially strike this clause.</p>	<p>Delete clause</p>
<p>THE RENEWAL FEE</p>	<p>We believe this clause would be strengthened by a short dialogue on the purpose of the renewal fee, and what costs it is meant to cover. This would also offer council the opportunity to establish what this rate is within the carshare policy which ensures transparency for operators of any potential future costs.</p> <p>We believe the approach to renewal could be inverted to make renewal automatic unless operators are notified in advance of the need to review or remove particular spaces.</p>	<p>Introduce language in point 1 around the purpose of the Renewal fee, which can also be used to provide justification for the establishment of what the initial renewal fee will be set to. Additionally, change point 1 to read "<i>Renewal of spaces will broadly be automatically processed, with operators notified in advance of particular spaces which will need to be reviewed or removed</i>"</p>	<p>The proposed change is not a desirable approach. Annual or quarterly notices shall be issued by Council reminding operators of upcoming expiry of their lease.</p>

<p>In the case of change of control or ownership by one operator of another operator, Council may, revoke or reallocate any or all of the operators' spaces. For the purposes of this section an 'operator' is a car share company with on-street spaces allocated by Hornsby Shire Council.</p>	<p>This would provide both operators and carshare members increased assurance of continuity of service. Additionally, the clause regarding change of control requires some amendments to provide operators with increased certainty, and to retain the value of the operation.</p>	<p>Amend point 3 to reflect language adopted by the City of Sydney's carshare policy.</p> <ul style="list-style-type: none"> • In the case of change of control or ownership by one operator of another operator, Council may, <i>acting reasonably</i>, revoke or reallocate any or all of the operators' spaces. For the purposes of this section an 'operator' is a car share company with on-street spaces allocated by Hornsby Shire Council. 	<p>Noted</p>
<p>Renewal Car share parking spaces will be approved for a maximum of four (4) years and the agreement for exclusive use of these spaces will expire on 30 June of the fourth year of operation. Renewal Fees will be subject to annual CPI increase or published in the Fees and Charges.</p>	<p>We support Council's approach to the renewal fee however we believe that the rate of this fee be established in the carshare policy rather than as an instrument of the annual fees and charges. This would avoid potential future rate increases that could significantly reshape the cost of doing business for operators, which in turn reduces certainty in the provision of the service</p>	<p>Amend clause to read; "Car share parking spaces will be approved for a maximum of four (4) years and the agreement for exclusive use of these spaces will expire on 30 June of the fourth year of operation. Renewal Fees will be subject to annual CPI increase."</p>	<p>All Council fees & charges are required to be published in Council's Fees and Charges document.</p>

<p>OBLIGATIONS OF CAR SHARE OPERATORS</p> <p>i) Bear the initial cost associated with the installation of a car share facility which must include the supply and installation of two generic car share parking signs and line marking of the bay.</p>	<p>While we fully support Councils intention to ensure installation costs are borne by operators, we believe a varied approach may be practical in the Hornsby LGA.</p> <p>Specifically, we believe Council could amend this clause to offer operators the opportunity to delay line marking for a set period to ensure site suitability and viability prior to undertaking painting. As the largest cost of moving a space is the removal of line marking, allowing a delay in provision can assure both operators and council that a space is going to work long term prior to the full implementation. This is the approach taken in the City of Canada Bay.</p>	<p>Amend clause i) to add 1.a)</p> <p>i) Bear the initial cost associated with the installation of a car share facility which must include the supply and installation of two generic car share parking signs and line marking of the bay.</p> <p>a.) <i>Either Council, or operators, may at their discretion, undertake a 6-month delay in the installation of line marking to ensure long term viability of the approved space.</i></p>	<p>Expand clause to include: 'Council may at its discretion undertake a 6-month delay in the installation of line marking to ensure operators long term viability of the approved spaces'.</p>
<p>Council Obligations and Regulatory Framework</p> <p>Council will provide dedicated on-street spaces for authorised car share operators in accordance with the RMS TDT 2007/04 'Guidelines for the implementation of on-street car share parking'.</p>	<p>Amend to refer to the most recent RMS technical direction</p>	<p>Amend clause to read "Council will provide dedicated on-street spaces for authorised car share operators in accordance with the <i>RMS TTD 2018/001</i> 'Guidelines for the implementation of on-street car share parking'."</p>	<p>Update policy with amended clause</p>
<p>Additional Sections Out of Bay Procedure</p>	<p>We believe an additional section could be considered by council to outline a procedure which car share members should follow in situation where the dedicated bay is occupied by a third party and, thus members are unable to return the vehicle to the bay.</p> <p>This process would focus on reducing the administrative burden on members, as the more actions required by members during these already frustrating episodes, the less utility they may find in the service, and thus we may see less adoption of the service.</p> <p>Best practice is to allow carshare vehicles to park in time restricted locations (which at no time become no parking/clearway/loading zone</p>	<p>This is a reasonable suggestion that will be considered in the review/assessment of permit parking schemes for the Hornsby Shire Car Parking Management Study.</p>	

	<p>etc) either through the provision of a resident parking permit (as is done in Waverley Council), or by stating in the policy that vehicles with approved operator branding are exempt from the posted restrictions (as is done in the Inner West Council).</p> <p>Members must still then report the issue to the carshare operator, who can move the vehicle back to it's dedicated space when that space becomes available.</p>	
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