



## Testimony Regarding HB-6568, An Act Concerning Peer-to-Peer Car Sharing Programs

Kevin A. Dillon, A.A.E.  
Executive Director  
Connecticut Airport Authority

Joint Committee on Transportation  
March 8, 2021

Dear Senator Cassano, Representative Lemar, Senator Somers, Representative Carney, and distinguished members of the Transportation Committee,

My name is Kevin Dillon, and I am the Executive Director of the Connecticut Airport Authority (CAA). **I am submitting this testimony regarding HB-6568, An Act Concerning Peer-to-Peer Car Sharing Programs.**

The CAA thanks the committee for recognizing the importance of airport coordination on this matter. As you know, the CAA requires agreements from all entities doing business at the airport. The CAA spends millions of dollars each year on the facilities and services provided at the airport so we can attract the passengers that these businesses tap into for their customer base. The CAA requires, and federal case law supports, that any company or driver benefiting from the airport's infrastructure and passenger base should be required to register with the CAA and pay its fair share of airport operating and maintenance costs. Section 13 of this bill begins to address this matter by requiring that peer-to-peer car sharing programs enter into agreements with the CAA for operations at Bradley Airport.

The CAA would like to offer JFS language to strengthen this requirement further. While it is important that an agreement be reached, it is also important that it is an equitable agreement. The rental car companies operating at Bradley Airport are critical partners in the airport's success. As you know, these entities are funding the \$210 million ground transportation center that is currently under construction. This construction project is primarily funded through customer facility charges that are imposed on each rental car day generated at the airport, and it is imperative that an agreement with a peer-to-peer vehicle sharing program incorporate such provisions. We must ensure that this important project is not jeopardized by new entrants playing by different rules, so the CAA suggests clearly stating in the legislation that such agreement must be "reasonably similar" to those of motor vehicle rental companies. It would also be very helpful to strengthen the prohibition and penalties for peer-to-peer vehicle sharing programs and shared vehicle owners who attempt to operate at an airport without such agreement. The CAA believes that the attached JFS language would help clarify some of these finer points and create a more equitable landscape for similar providers at the airport.

In the interest of fairness, the CAA also asserts that, just as taxis, liveries, rental cars, and ride share vehicles must pay fees and enter into agreements with the CAA for the privilege of operating at Bradley International Airport, peer-to-peer car sharing programs should be required to follow the same procedures. The CAA respectfully requests that the committee adopt the attached JFS language for Sec. 13.

Please feel free to contact me at (860) 292-2054 if you have any questions or concerns.

Sincerely,

A handwritten signature in black ink that reads 'Kevin A. Dillon'.

Kevin A. Dillon, A.A.E.  
Executive Director  
Connecticut Airport Authority

## **CAA Proposed JFS Language to Sec. 13 of HB-6568:**

Sec. 13. (NEW) (a) A peer-to-peer car sharing program, shared vehicle owner, or motor vehicle rental company shall, upon request of an airport, including but not limited to any entity responsible for regulating commerce at such airport within this state, enter into an agreement, which agreement may be a concession agreement, prior to:

- (1) listing, publishing, or advertising Vehicle(s) or motor vehicles parked on airport property or at airport facilities;
- (2) facilitating the use of Vehicle(s) or motor vehicles to transport airport customers to or from airport property or airport facilities, regardless of whether that use is to be initiated or has a Start Time which occurs on or off of airport property or airport facilities; or
- (3) promoting or marketing Vehicle(s) or motor vehicles to transport airport customers to or from airport property or airport facilities, regardless of whether that transportation is to be initiated or has a Start Time which occurs on or off of airport property or airport facilities.

(b) The agreement described in subsection (a) shall set forth same or reasonably similar standards, regulations, procedures, fees, and access requirements applicable to a peer-to-peer vehicle sharing program, shared vehicle owner, and motor vehicle rental company.

(c) If a peer-to-peer vehicle sharing program, shared vehicle owner, or motor vehicle rental company (1) fails or refuses to enter into an agreement described in subsection (a) after request by an airport, or (2) performs, participates in, or undertakes any of the actions set forth in subsection (a)(1)-(3) before entering into an agreement described in subsection (a) after request by an airport, the affected airport may seek an injunction prohibiting operations at the airport and may also seek damages against a peer-to-peer vehicle sharing program, shared vehicle owner, or motor vehicle rental company.