

# City of Methuen

# METHUEN CENTER

# PARKING STUDY



January, 2019





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# INTRODUCTION

# INTRODUCTION

This report was prepared on behalf of the City of Methuen through a “Massachusetts Downtown Initiative Technical Assistance Program” competitive grant from the State Department of Housing and Community Development (DHCD).

The City staff of Methuen provided oversight and review of the parking management plan, final report, and final presentation. In addition, City businesses, residents, visitors, and employees provided insight and input into this study through a series of stakeholder meetings and a public open house held in October, 2018.

On behalf of DHCD and the City of Methuen, the study team would like to thank all stakeholders and public participants for their constructive inputs to this process.



# INTRODUCTION | BACKGROUND & UNDERSTANDING



## Why a Parking Study in Methuen Center?

The City of Methuen is located 30 miles northwest of downtown Boston, and borders Haverhill, North Andover, Andover, Lawrence, and Dracut, Massachusetts, as well as Pelham and Salem, New Hampshire. Methuen is a historical New England city with a population of about 47,000. Methuen is accessible via Interstates 93 and 495, as well as Route 28. MBTA service is not available in Methuen, however train stops on the Haverhill commuter rail line are available nearby in Haverhill, Bradford, Andover, and Lawrence.

Based upon the recommendations of a 2014 Urban Land Institute (ULI) Technical Assistance Panel, the City, in 2015, received a Planning Assistance Toward Housing (PATH) grant to develop a Smart Growth Overlay (40R) District and--along with a team of consultants--drafted design guidelines and overlay district zoning. Public input was solicited through many information sessions and public hearings. The lack of parking was consistently mentioned as a barrier to the redevelopment of the downtown.

After more than three years of effort, the City Council voted to adopt the Methuen Center Smart Growth Overlay District on November 20, 2017. Approximately 100,000 square feet of new commercial space and upwards of 350 new residential units will be created through new construction and the reuse/rehabilitation of existing buildings.

In addition to the Smart Growth Overlay District effort, the City was recently awarded a \$1,175,000 MassWorks Infrastructure Program Grant for transportation improvements at the Five Corners gateway intersection, revitalizing a critical intersection in the MCGOD. The Five Corners intersection will enhance public safety for those accessing future development and other roadway users by improving mobility for vehicles, pedestrians, and bicyclists. The proposed pedestrian improvements along Railroad Street will tie the Methuen Rail Trail to the Downtown street system.

In 2017, Methuen's Department of Economic & Community Development put together an Action Plan and Downtown Vision to develop and implement strategies to create a more vibrant, mixed-use Downtown. The Plan aims to use Methuen's historic buildings, lush greenery and recreational resources, municipal owned land, and low building costs to support the vision of a walkable, cultural, and lively Downtown.

The City is now seeking to capitalize on the momentum generated by the recent adoption of the Overlay District and Downtown Vision by focusing on the perceived and real parking issues in the downtown and by providing actual data and solutions. The City hopes to mitigate the fears of current business owners regarding the availability of parking spaces and to educate people on the location and use of existing parking supply.

# INTRODUCTION | PARKING STUDY GOALS



## What is the Methuen Center Parking Study trying to achieve?

Through the documentation of the existing parking supply and daily demand, this study will help the City reach an understanding of how to move forward with parking improvements to accommodate future growth. Specific goals for the study include:

- A parking assessment, including existing parking supply and daily demand
- A management plan that furthers the goals of the Smart Growth Overlay District
- Strategies for a system that supports increased downtown development
- Strategies to utilize existing parking resources more effectively
- Opportunities for improved parking information





# EXISTING CONDITIONS

## EXISTING CONDITIONS

This section documents existing parking conditions within the Methuen City Center. Data collection efforts in the Spring of 2018 identified existing parking assets, their regulation, how they are used today, and the Town's current parking management strategies.

## EXISTING CONDITIONS | STUDY AREA

To effectively measure parking usage across the City Center, a study area was identified that includes the area between Lowell Street, Lawrence Street, and Osgood Street, as well as portions of Railroad Street, Pelham Street, River Street, and Pleasant Street. This study area includes the City Fire Station and is adjacent to the Police Station.

The study area also encompasses various privately held lots that serve local business patrons, employees, and residents in the study area. Businesses rely heavily on surface parking lots for customer and employee parking, as on-street parking in the City Center is limited.



## EXISTING CONDITIONS | PARKING INVENTORY

Within the City Center study area, there are a total of 901 parking spaces. Of this inventory, 129 spaces are on-street parking and 772 spaces are off-street parking.

In order to gather the most accurate depiction of parking inventory, the team recorded regulations within the study area as how they might be viewed by a "visitor" or City Center "guest". Further details of the on-and off-street parking regulations within the study area are reflected in the tables to the right.



### ON-STREET

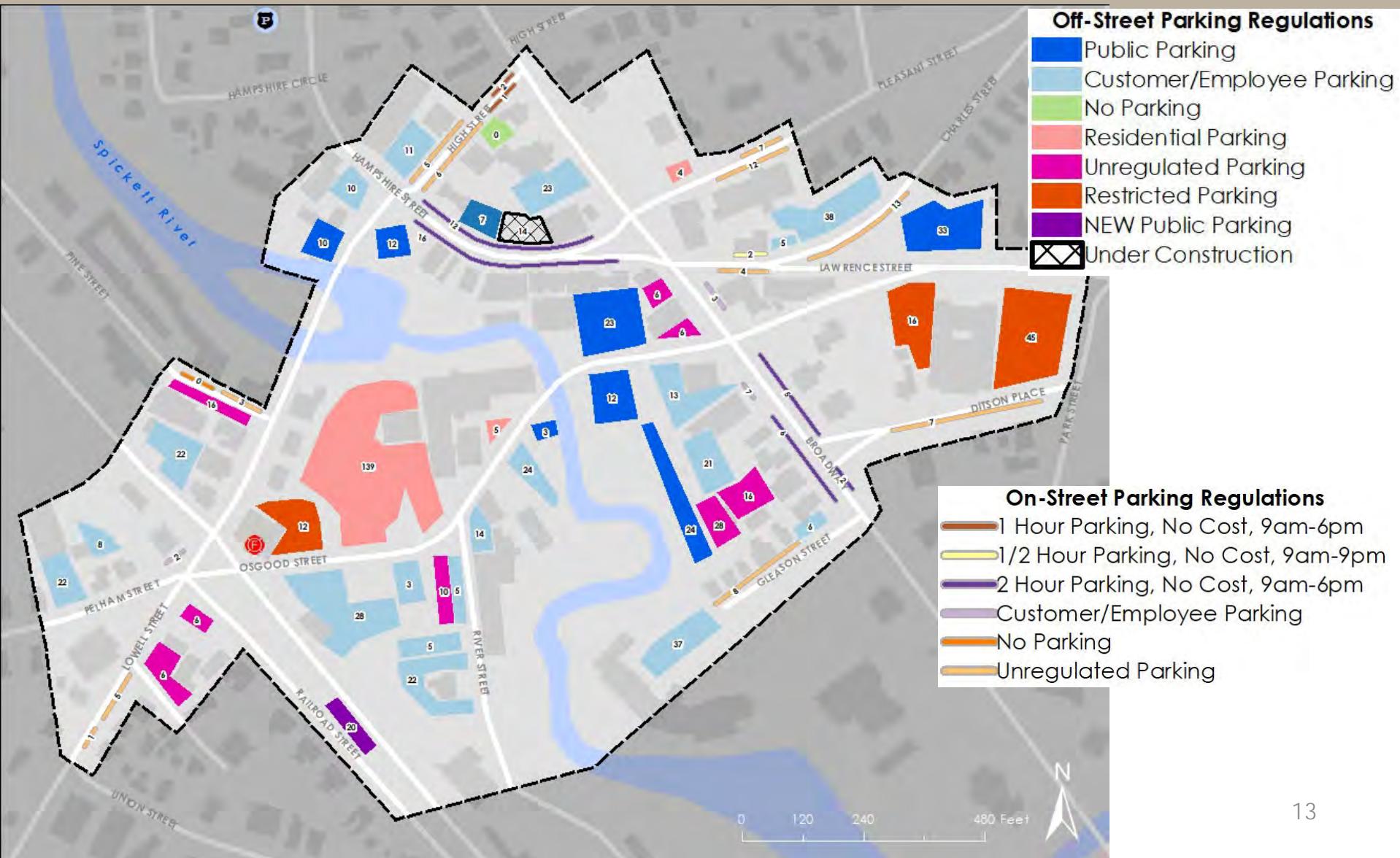
REGULATION	DEFINITION	PARKING SUPPLY	PERCENTAGE
Unregulated Parking	No regulation or signage	71	55%
2 Hour Parking, No Cost, 9am-6pm	"2 Hour Parking, 9am-6pm" signage	41	32%
Customer/Employee Parking	"Customer & employee parking only" signage	12	9%
1 Hour Parking, No Cost, 9am-6pm	"1 Hour Parking, 9am-6pm" signage	3	2%
1/2 Hour Parking, No Cost, 9am-9pm	"1/2 Hour Parking, 9am-9pm" signage	2	2%
Total		129	

### OFF-STREET

REGULATION	DEFINITION	PARKING SUPPLY	PERCENTAGE
Customer/Employee Parking	"Customer & employee parking only" signage	317	41%
Residential Parking	"Resident parking only" signage	148	19%
Public Parking	Parking open to the public, "Public Parking" signage	126	16%
Unregulated Parking	No regulation or signage	94	12%
Restricted Parking	"Restricted" or "Private parking only" signage	73	9%
Under Construction	Parking lot under construction during data collection	14	2%
Total		772	

Note that the inventory above does not include the new public Rail Trail parking located off Railroad Street

## EXISTING CONDITIONS | PARKING INVENTORY



# EXISTING CONDITIONS | PARKING UTILIZATION

## Parking Utilization Process

The study team conducted parking occupancy or "utilization" counts on a typical late spring weekday. Utilization counts were conducted over a 12 hour period on a Thursday and over nine hours on a Saturday in mid-June before school was out of session to understand parking demand associated with Methuen's peak activities, including dining- and commercial-generated demand from breakfast through the dinner hour. Specifically, the team conducted counts at the following intervals:

Thursday:

- 8am – 10am
- 10am – 2pm
- 4pm – 5pm

Saturday:

- 9am – 12pm
- 12pm – 6pm
- 6 pm – 7pm

Mapping the resulting parking utilization data helps to identify clear patterns of high and low usage, including

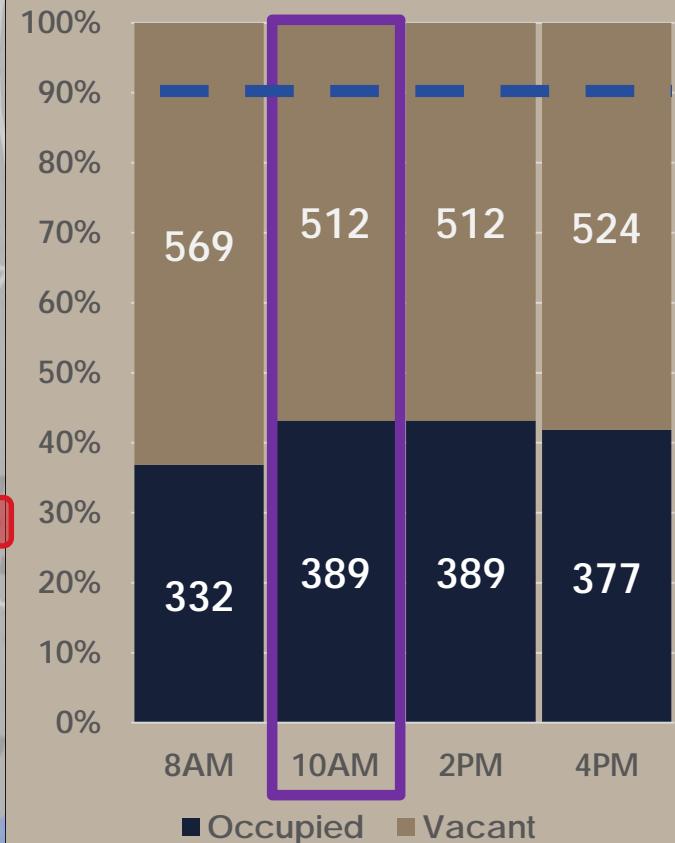
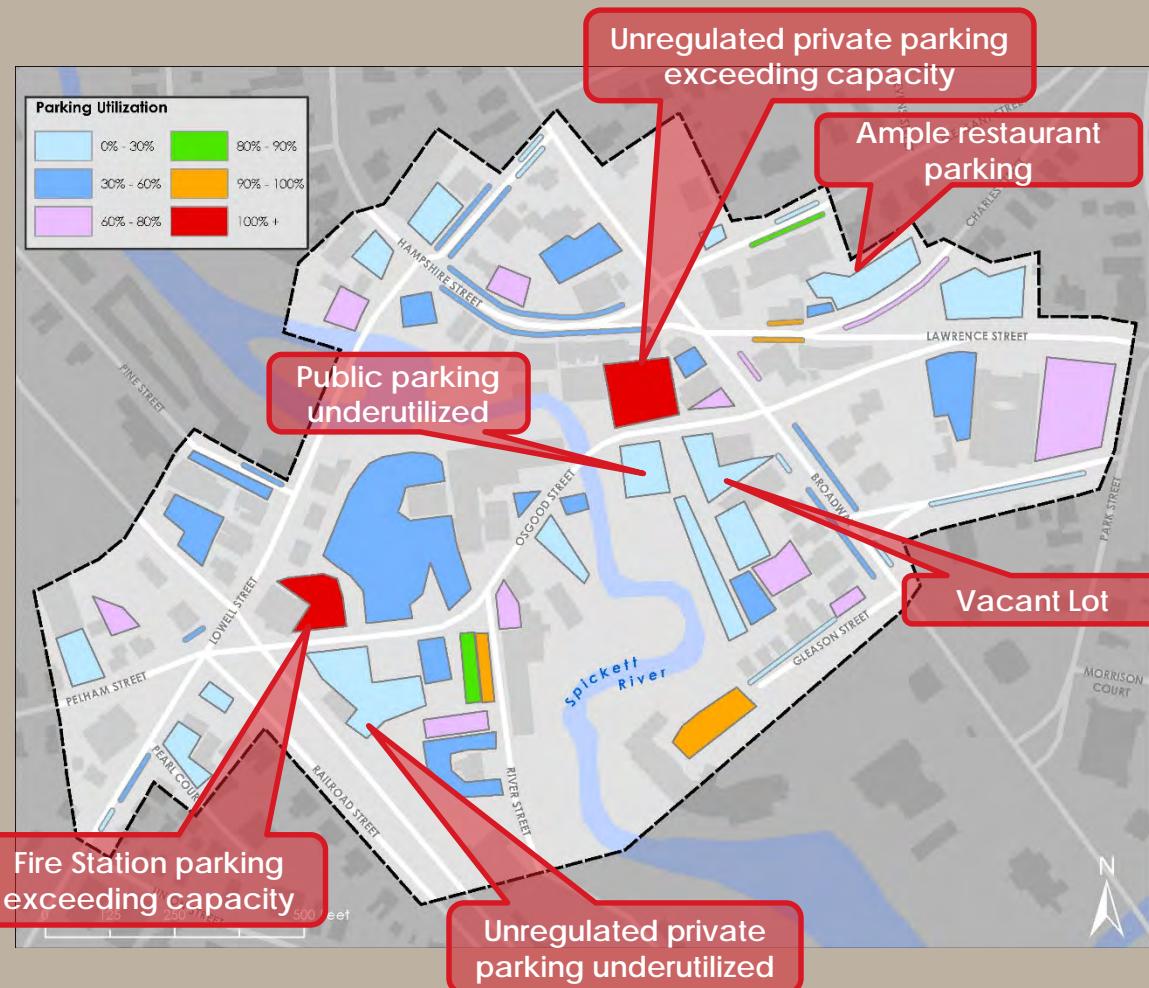
the impact of regulations, as well as the overall share of the parking supply that is actually utilized during times of peak demand. Land usage, regulations, topography, traffic, signage, and other factors can drastically impact how neighboring parking assets are utilized, leaving some locations significantly underutilized, while drivers circle around other locations in search of an available space.

To ensure efficient parking management operations, a certain level of vacancy and utilization is preferred, both on-and off-street. It is ideal to have at least one empty space on each block-face of street parking, to ensure easy customer access to businesses. This typically equates to about 1 out of 8 spaces free, or a target of 15-percent vacant per block face. Similarly a goal of at least 10-percent vacancy is considered ideal in off-street lots. If any facility has less availability, it is effectively at its functional capacity and drivers perceive a lack of availability. Facilities with significantly lower utilization have excess capacity, and are not being efficiently utilized.

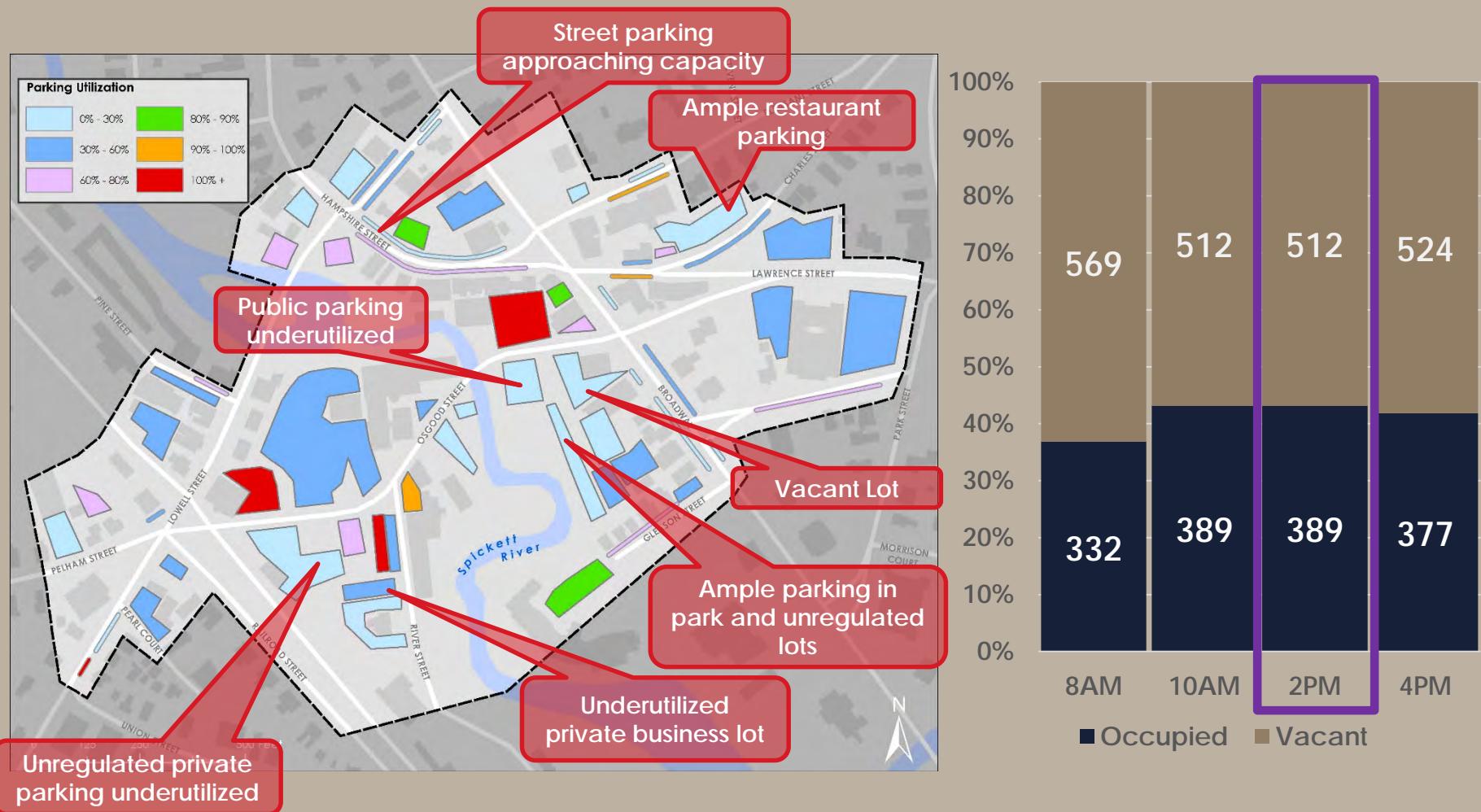
## Spatial Analysis of Parking Utilization: General Analysis

The utilization maps included in the report help to understand the overall occupancy and vacancy levels of all parking spaces within the City Center. Maps for all time periods can be found in the appendix.

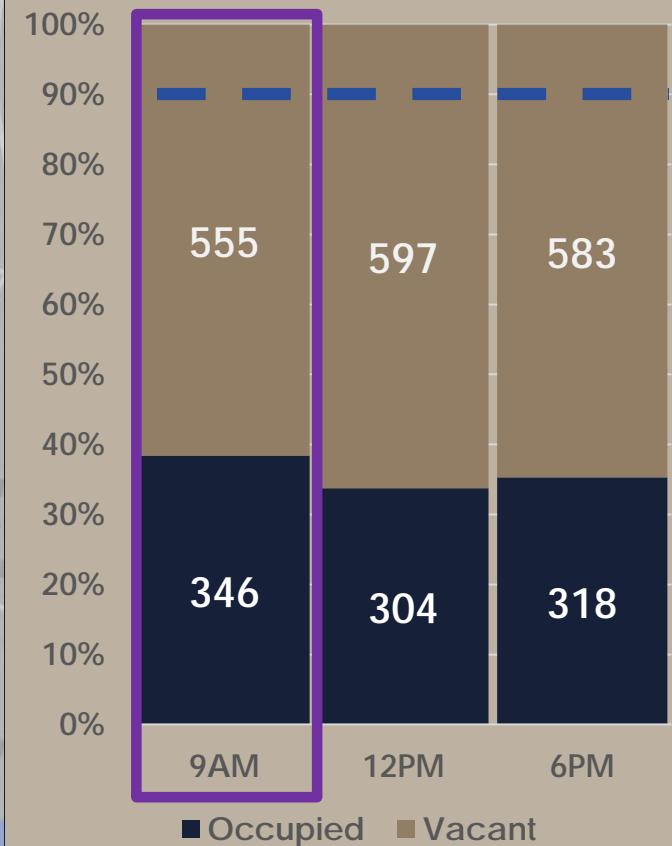
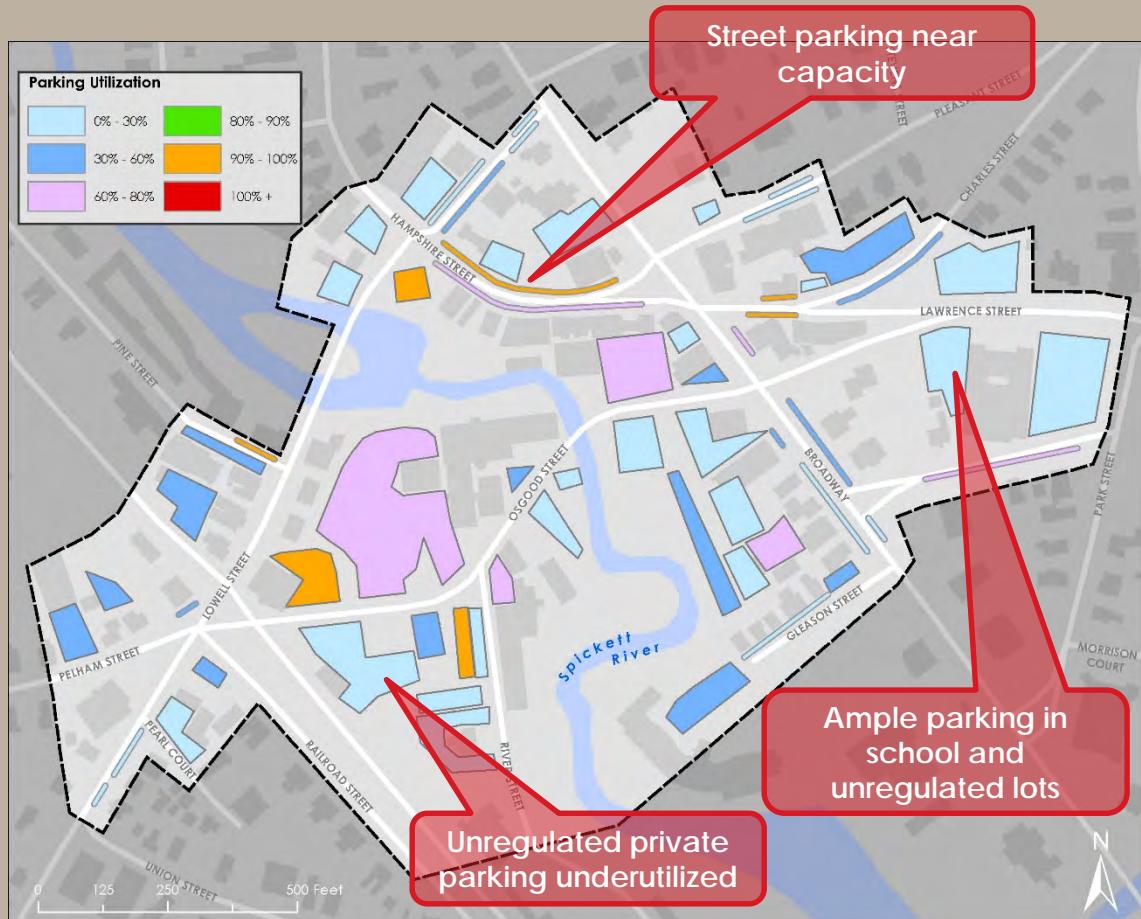
## EXISTING CONDITIONS | PARKING UTILIZATION – WEEKDAY 10:00 AM



## EXISTING CONDITIONS | PARKING UTILIZATION – WEEKDAY 2:00 PM

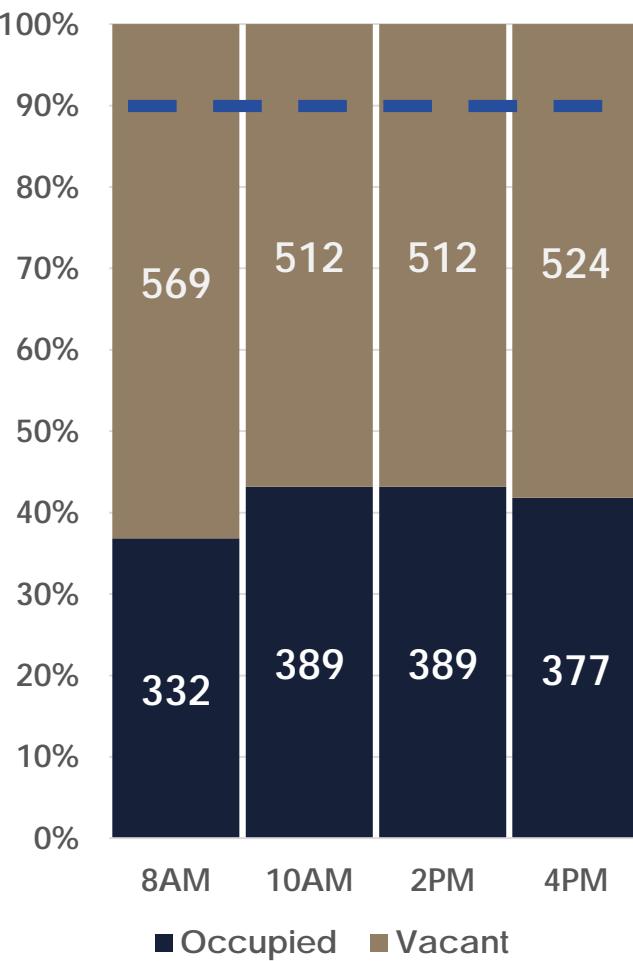


## EXISTING CONDITIONS | PARKING UTILIZATION – WEEKEND 9:00 AM



# PARKING UTILIZATION FINDINGS: WEEKDAY

ALL

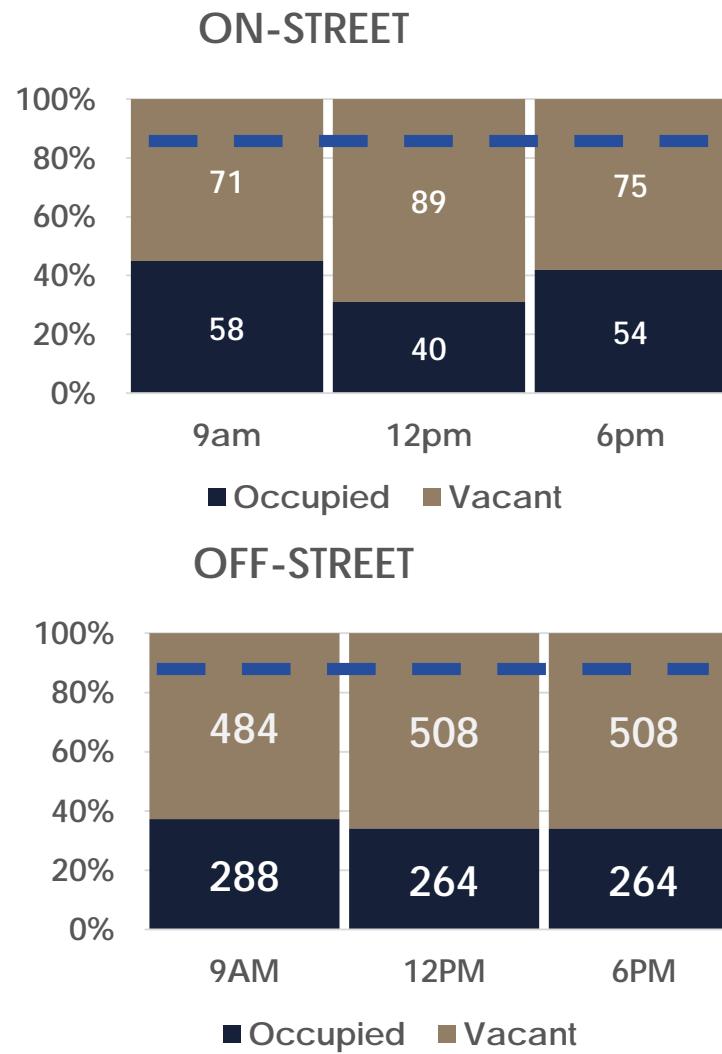
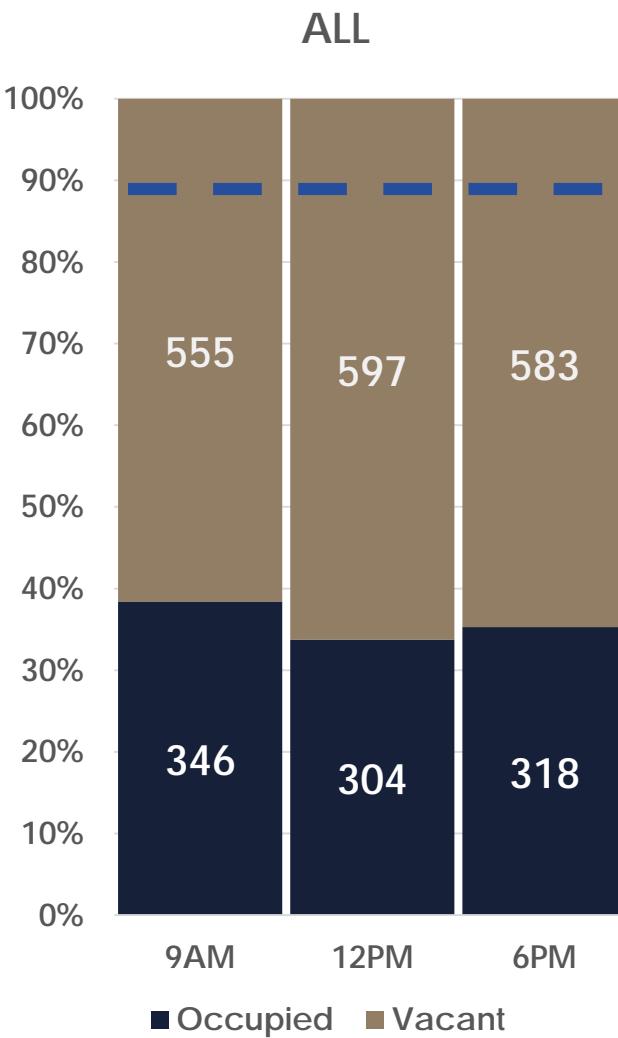


ON-STREET



- Overall, parking never used at more than 50%
- Peak overall utilization occurs at both 10:00am and 2:00pm
- On-street around 50% utilized during late afternoon
- Off-street 40% utilization during mid-morning
- At peak time (2:00pm), publicly available parking (time-limited on-street and publicly available off-street) is around 40% utilized

# PARKING UTILIZATION FINDINGS: WEEKEND



- Highest utilization levels seen at 9:00am
- On-street 45% utilization at 9:00am
- Off-street consistently around 35-40% utilization all day
- Majority of parking is underutilized throughout the day, even at peak evening hours
- At peak times (9:00am & 6:00pm), publicly available parking (time-limited on-street and publicly available off-street) is around 40% utilized

# PARKING INVENTORY & UTILIZATION FINDINGS

## KEY FINDINGS

The comprehensive review of parking inventory and utilization provided an important baseline understanding for the study. In addition, this data is excellent background information for the City as it considers changes such as new development or changes to roadway infrastructure.

Key findings from Methuen Center's parking inventory and utilization include observations around underutilized public off-street lots and parking congestion in core on-street locations.

- **Over 50%** of on-street parking has unclear parking regulations
- Almost **70%** of off-street parking is considered private
- On-street, **2-hr parking along Broadway 60-80% utilized** between 4-6pm on a typical weekday
- **Available, underutilized off-street supply** located at the Public lot off Charles St and the Lots between Osgood St & Gleason St
- Downtown core, **off-street lots north of Lawrence/Hampshire St underutilized after 4pm on weekdays**
- Prime, **on-street parking** close to restaurants are **nearing capacity at 6pm**
- **Abundant and very available off-street parking located close (roughly a 5 minute walk) to commercial area**



# PUBLIC PROCESS



## PUBLIC PROCESS

The public outreach process is an integral piece of the parking study, as it can help unlock another level of local understanding of how parking is used or not used and the reasons why. To complement data findings from parking inventory and utilization surveys, the study team facilitated a public open house in October 2018. These events provided valuable feedback, including first-hand perspectives on parking options and experiences, from those most directly familiar downtown parking.

### Public Open House, Oct 18, 2018

- Rank personal parking priorities
- Map comments on issues and opportunities

### Findings and Draft Recommendations, Dec 3, 2018

- Review utilization data
- Present draft parking improvement strategies



# PUBLIC PROCESS | OPEN HOUSE

## Why an Open House?

On October 11th, 2018, the public was invited to the Nevins Memorial Library in Methuen to participate in a hands-on “Open House” to give feedback and collect input on parking in Methuen. feedback and collect input on parking in Methuen. An open house gives the parking study team an opportunity to receive feedback on the inventory analysis and parking issues within Methuen Center.

## How did we receive parking feedback?

- Hosted an evening workshop open to the public
- Participants marked up aerial and parking inventory maps
- Recorded comments to the draft City Center parking inventory
- Solicited parking improvement input through “parking priorities” voting exercise



Is there enough parking in Methuen?

Any ideas on how to improve parking management?

Share your concerns and ideas!

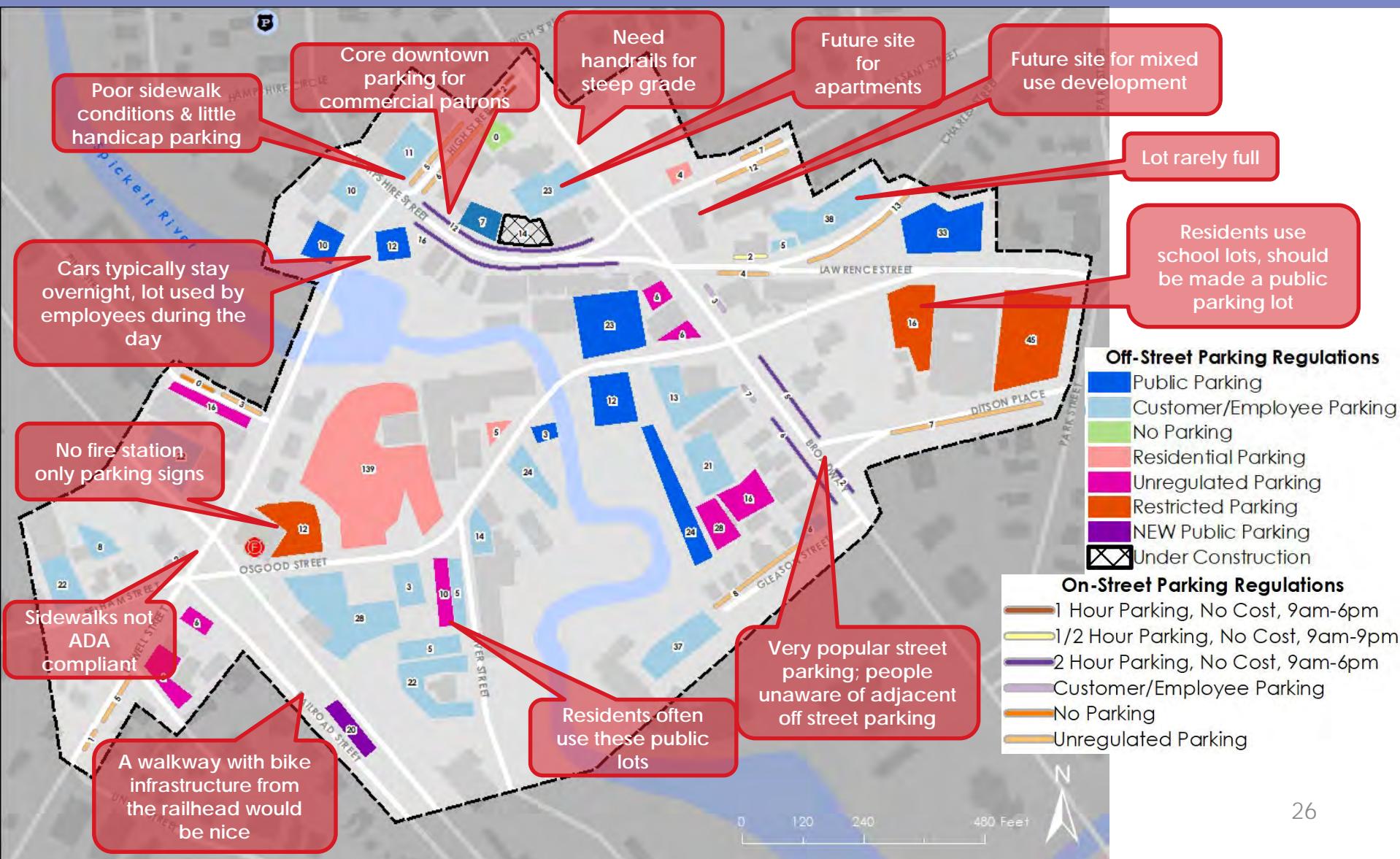


## JOIN US FOR AN OPEN HOUSE

Thursday, October 18  
4:00 pm - 7:00 pm (drop in anytime)  
Nevins Memorial Library, Garden Room  
305 Broadway

For more information, contact Kathleen Colwell at [KColwell@ci.methuen.ma.us](mailto:KColwell@ci.methuen.ma.us)

# PUBLIC PROCESS | OPEN HOUSE PARKING COMMENTS SUMMARY



# PUBLIC PROCESS | PARKING PRIORITY EXERCISE



## WHAT ARE YOUR TOP **PARKING PRIORITIES** IN METHUEN CENTER?



 Please place stickers in the parking spots to indicate your top parking priorities.

## KEY FINDINGS

Throughout the public outreach process, the study team received vital feedback that heavily influenced the parking recommendations and improvements.

Key themes and comments from the public generally revolved around safe walking conditions, wayfinding infrastructure and impact of future development on parking.

- Residents want **more activity** in Methuen Center
- The City Center **lacks ADA compliant infrastructure**, especially with the varying grade changes
- Key intersections are **dangerous to cross and have minimal pedestrian accommodations** (ex. Poor lighting and crosswalk markings)
- Methuen Center has **insufficient bicycle infrastructure**
- **Limited pedestrian infrastructure** in core City Center areas
- Both public and private **parking signage is confusing and unclear**
- Concern that **future development will overwhelm parking supply**



# ZONING REVIEW & LAND USE ANALYSIS

## ZONING REVIEW & LAND USE ANALYSIS

A parking system should support overall goals for downtown including both providing access and creating a vibrant environment. Understanding existing land use and parking demand patterns specific to Methuen's downtown provides valuable insights not only into how the parking system works today, but also how zoning requirements may impact future development.

The following land use and parking analysis first focuses on the ratio of land use and parking supply to expected demand in Methuen. The results of these analyses are then compared to the actual observed parking demand.

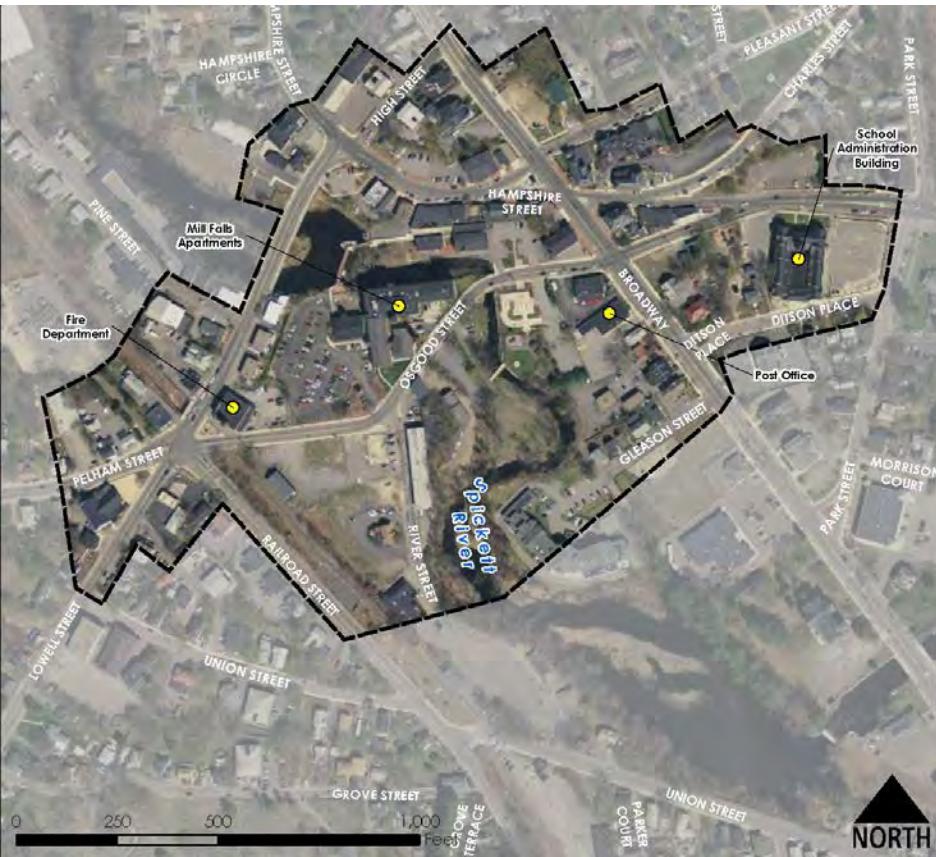
This information then informs a review of the parking elements of Methuen's zoning code to determine how well it matches up with what is actually happening in downtown.



[https://commons.wikimedia.org/wiki/File:MethuenMA\\_MethuenSquare.jpg](https://commons.wikimedia.org/wiki/File:MethuenMA_MethuenSquare.jpg)

# LAND USES IN METHUEN CENTER

Methuen Center's land uses reflect its character as a mixed use center, including residences, office uses, and a variety of retail. The map and table below provide a summary of estimated land uses in the "core" of the study area.



Use	Est. Size*
Apartments	320 units
Office	72,500 sq feet
Warehouse	49,000 sq feet
Retail	47,000 sq feet
Church	26,000 sq feet
Library/Function Hall	19,000 sq feet
Restaurant	6,000 sq feet
Medical Office	2,000 sq feet
Gas Station	4 pumps

The chart above reflects data drawn from MassGIS records for standardized assessor's parcels, data dated March 2015. Note that single family homes are not included in the analysis as the majority have their own driveway which was not included in the data collection.

Methuen Center land  
use analysis zone

# PARKING REQUIREMENTS IN METHUEN CENTER

The Institute of Transportation Engineers (ITE) publishes *Parking Generation*, widely considered the national standard for evaluating parking demand, although it is not perfectly applicable to downtown environments. The report collates data from parking studies nationwide completed by consultants, public agencies, and developers. Most of these studies consider single-use environments in more suburban contexts than downtown Methuen. However, ITE parking ratios provide a benchmark understanding of "real-life" parking demand.

Both zoning requirements and ITE standards provide parking ratios based on a unit of development, either per 1,000 square feet, per living unit, or per seat in a restaurant or theater. From a review of the most recent Zoning Bylaws, Methuen's parking requirements are very similar to the ITE standards for peak parking demand rates (see table to right). Although Methuen's parking requirements match the ITE standards, they may need to be adjusted to reflect future mixed-use development as the national standards are more appropriate for single-use contexts.

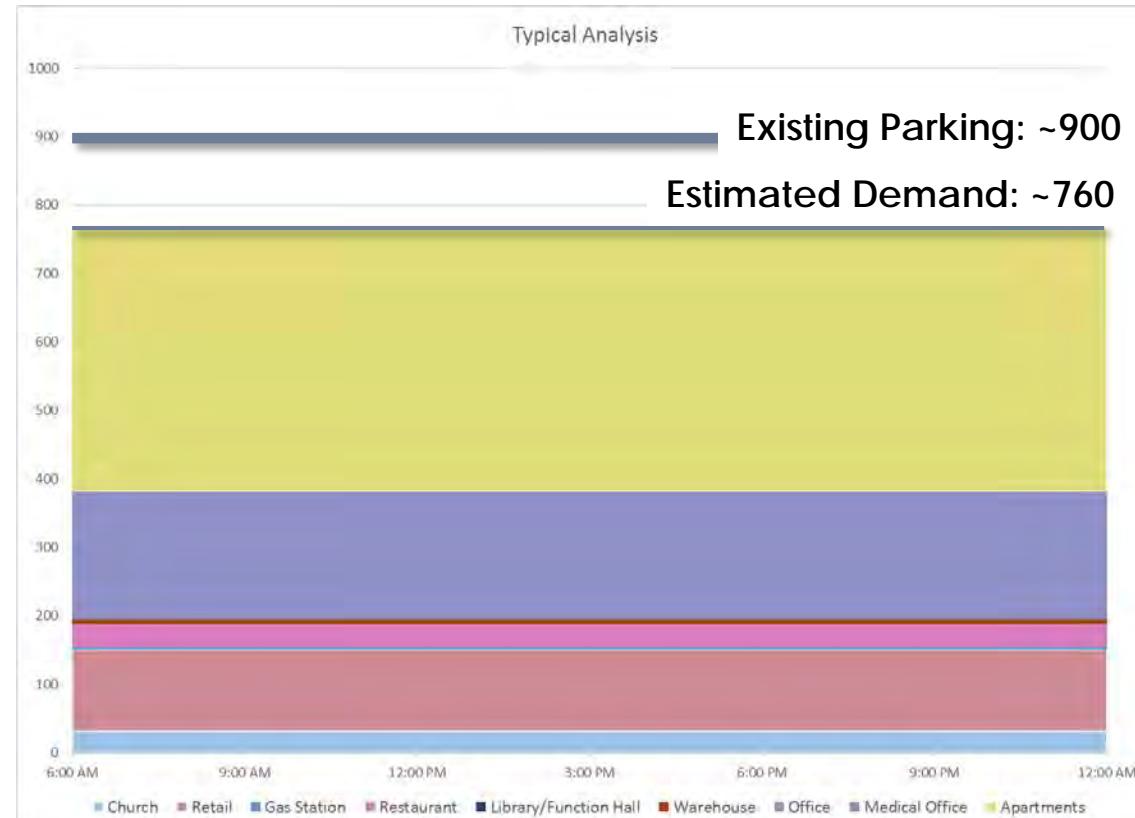
Use	Methuen Zoning Requirements (per 1,000 sf unless otherwise noted)	National Stds (per 1,000 sf unless otherwise noted)	Above/Below
Apartments	1.2 (unit)	1.2 (unit)	Equal
Retail	2 + .25 (per 4 employees on maximum shift)	2.55	Similar
Restaurant	1 (per 4 employees on maximum shift) + 0.125 (seat)	0.35 (seat)	Lower
Office	2 + .25 (per 4 employees on maximum shift)	2.47	Similar
Apartments	1.2 (unit)	1.2 (unit)	Equal

# EXPECTED PARKING DEMAND

To understand how parking demand in Methuen compares to standard parking generation rates, the team first estimated parking demand using these rates and compared it to existing parking in the study area. This analysis is based on the land uses estimated from the assessor's database, which fall into categories that ITE provides.

The chart to the right shows the results. Overall, as expected from the comparison between ITE rates and the Methuen zoning code, there is more parking in the study area than ITE would estimate is necessary.

Crucially, a typical analysis assumes that required parking must be available at all times of day, as shown on the X axis. However, this does not reflect how parking demand actually changes throughout the day, as the next few pages will describe.



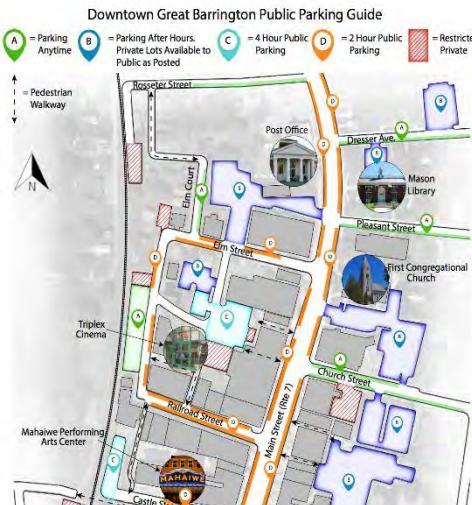
# REAL PARKING DEMAND

The Urban Land Institute (ULI) publishes the *Shared Parking Manual*, which provides analysts with a standard methodology to estimate real demand over time in a mixed use area like downtown Shelburne. This type of analysis is meant to more realistically reflect demand patterns that vary by use throughout the day. For example, demand at an office is low in the middle of the night, at its peak in the middle of the day, and drops off in the early evening. Conversely, a dinner restaurant may have little to no demand during the day and peak demand around the dinner hour. Modeling parking demand at these land uses applies a time-of-day percentage to the peak parking demand rates modeled earlier to create a more realistic and Methuen-specific model of demand throughout the day.

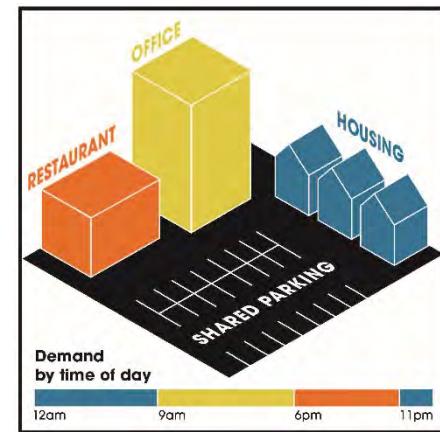
Using the ULI methodology, Stantec modeled estimated demand in Methuen Center, then compared it to the counts observed in the field. Field counts show that the model is a decent fit for approximating parking demand downtown.

The results of this exercise provide insight into today's parking demand as well as the potential for future development. The model provides a Methuen-specific parking generation ratio throughout the day, and future land uses will likely function similarly.

In addition, this analysis shows that the parking system in Methuen could support additional development, particularly if parking is shared. For example, in the "shoulders" of the demand curve in the morning and in the evening, there are ample spaces available. These spaces could support additional residential development, while people going to offices or other daytime uses can continue to use them during the day.

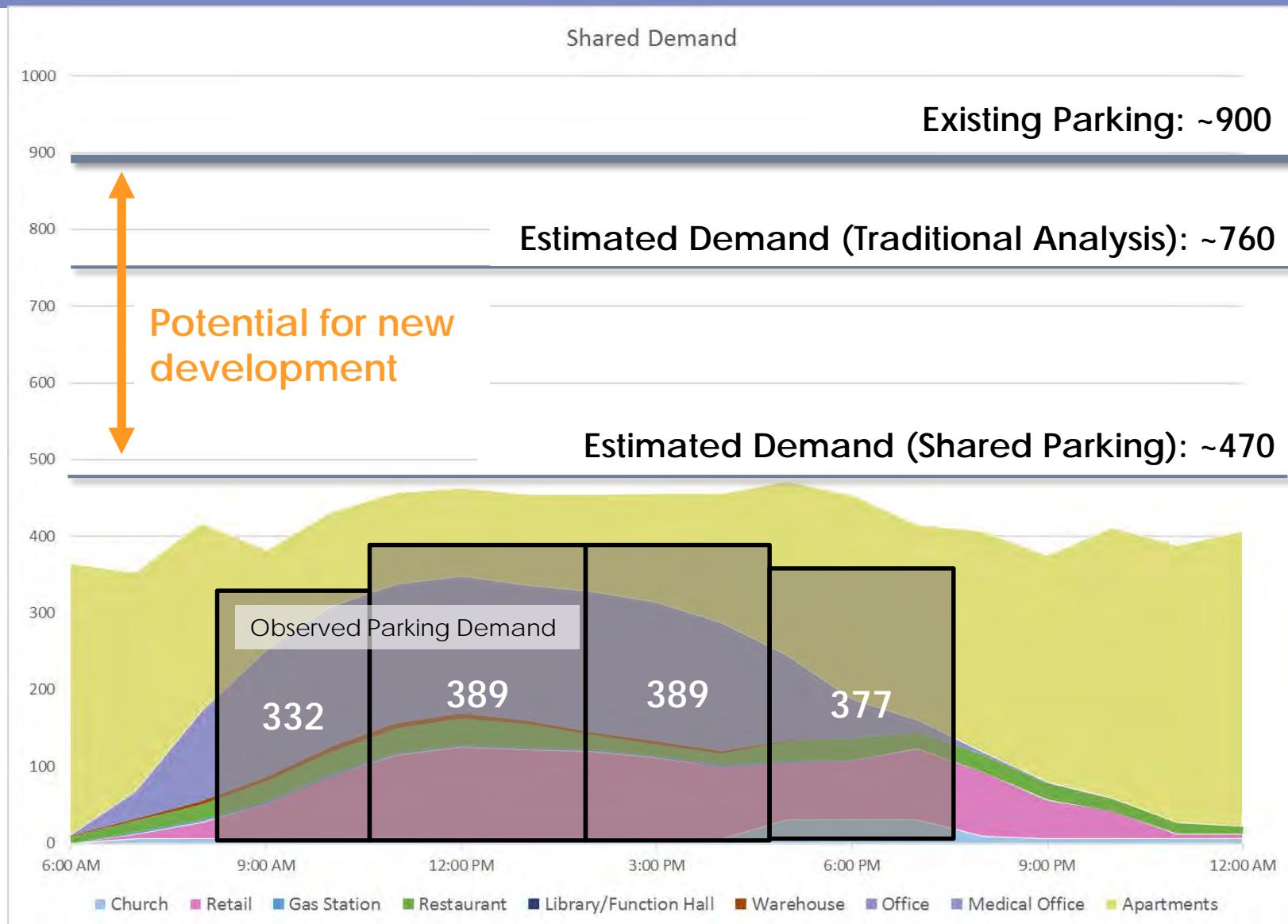


Great Barrington Public  
Parking Guide  
<https://www.mahaiwe.org/Parking%20Guide%20Local%20Map>



Shared parking allows parking spaces to serve different uses as demand peaks throughout the day

## REAL DEMAND VS UTILIZATION



## METHUEN ZONING CODE & PARKING REQUIREMENTS

With the land use analysis as background, the Stantec team reviewed Methuen's zoning requirements at a planning level. The following outlines highlights of the existing code:

- Most of the study area/Methuen Center is located within the **Central Business District (CBD) and Smart Growth Overlay District (SGOD)**, which allows for more flexible parking standards and requirements
  - The SGOD parking requirements tend to be equal or below national standards for urban areas and stand-alone development
  - Through a special permit, parking requirements in the CBD allow for a reduction of up to 50% for new development/building and use change
- The zoning code does not promote a "park-once" environment since **off-street parking can never be more than 200 ft away from the lot it is meant to serve**. This changes in the CBD, where parking facilities can be located 500 ft from the principal building/use. Best practice for downtown recommends 1,000 feet or greater
- **Shared and reduced parking is allowed** through certain special permits and evidence that a shared lot peak parking needs will be less than the aggregate parking need for each separate use
- Although multimodal bylaws are limited in the zoning code, the City has a baseline code exhibited in Sections XI - D 17. bvi and V-T 2 & 3 that help to:
  - **Ensure ped & bike circulation** in residential and recreational areas
  - **Promote electric vehicle charging stations** to be permitted in residential areas and multiple zoning districts
- There is **no mechanism** that requires a fee to off-set any waiver of parking requirements

# ZONING REVIEW & LAND USE ANALYSIS | KEY FINDINGS

## KEY FINDINGS

The land use analysis coupled with the zoning review revealed several important findings related to Methuen's current parking demand patterns and their relationship to the zoning code.

Overall, the code has a good baseline of parking requirement best practices through the multimodal requirements and established zoning districts.

- In Methuen Center, some parking is shared between uses, and there is an opportunity to use existing parking supply to meet other shared demand especially if located in the CBD or MCGOD.
- The City has the potential to increase and expand parking reductions across the City Center.
- Based off the shared parking analysis, the demand for parking in Methuen Center is lower than existing parking levels. Peak utilization occurs during "office-style" land use times (10AM-4PM), which are highest during the day. Therefore, available parking exists during the "shoulder" hours that can accommodate additional residential parking needs.
- Multimodal and pedestrian accommodation requirements should be enhanced to account for the increasing development and public concern.

# RECOMMENDATIONS



# RECOMMENDATIONS

Today's parking system in Methuen meets demand, and there is room to create a more flexible, customer-friendly, and coordinated system. The following is an overview of recommended strategies:

1. Enhance Wayfinding and Signage
2. Restructure On-Street Parking to Support Downtown Vision
3. Promote and Encourage Public Lots
4. Develop and Distribute Parking Information
5. Add and Enhance Walk and Bike Amenities
6. Encourage Shared Parking Agreements
7. Adjust Zoning to Support Downtown Context

## Project Goals:

- A parking assessment, including existing parking supply and daily demand
- A management plan that furthers the goals of the Smart Growth Overlay District
- Strategies for a system that supports increased downtown development
- Strategies to utilize existing parking resources more effectively
- Opportunities for improved parking information

# 1. Enhance Wayfinding and Signage

Many visitors to Methuen Center do not know where they are able to park or the location of cultural, historical, and environmental City assets. Creating signage with clear guidance for patrons unfamiliar with the area will help to create a visitor-friendly environment.

Wayfinding signage should highlight on and off-street parking options. The signage should clearly indicate where the public is allowed to park. Additionally, wayfinding signage should:

- Define clear parking rules
- Identify public parking, including free and long-term parking
- Identify major points of interest
- Guide people walking to destinations downtown – and importantly back to parking locations

The City of Methuen should use wayfinding and signage to:

- Intercept vehicle traffic
- Direct people to other locations downtown
- Provide estimated walk times
- Help customers return to their vehicles



Wayfinding sign,  
Springfield, MA

Source:  
<http://www.wamc.org/post/new-signs-promote-walkable-downtown>



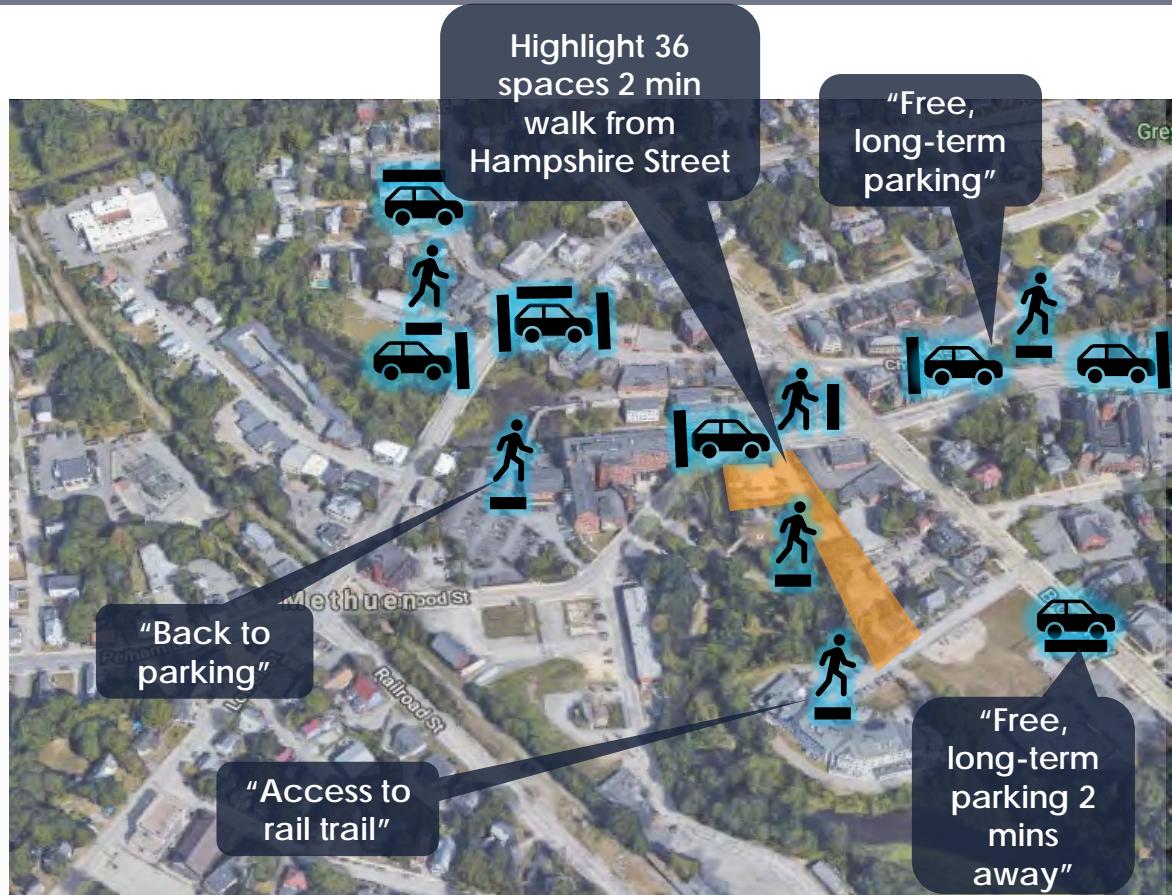
ULI TAP Methuen  
Wayfinding sign  
concept design

Source:  
<https://1mt62p4apr32kjtf1cn4gw-wpengine.netdna-ssl.com/wp-content/uploads/sites/12/2016/03/Methuen-TAP-Presentation-6-18-2015-FINAL.pdf>

# 1. Enhance Wayfinding and Signage

As stated in the ULI TAP report and presentation and 2016 Walkability Study, wayfinding signage is lacking in Methuen. Public and professional feedback collected in the studies highlighted the need for signage that advertises commercial areas, businesses, and environmental and historical attractions such as the rail trail. The public also voiced the need for walking routes and times, which is crucial considering the varying grades within Methuen Center.

The graphic to the right provides a high-level wayfinding and signage implementation strategy for Methuen Center.



= car-oriented signage  
= ped-oriented signage  
= signage face direction

## 2. Restructure On-Street Parking to Support Downtown Vision

To improve the parking system and foster a more vibrant City center, Methuen should consider the following:

- Overall, on-street regulations should aim for an availability goal of 10%, or about 1 in every 10 spaces available at all times on each block face. This not only ensures that parking is well-utilized without being completely full, but also helps ensure that those with specific needs such as ADA or loading can always find a spot near where they want to go
- Remove time limits on High Street, as those spaces are currently underutilized
- Consider stronger enforcement and regulation clarification along High Street
- Monitor and adjust parking utilization by using this study's inventory data as a baseline and reporting data to the public online
- Direct customers and employees to long term off-street parking to create availability in on-street spaces
- Formalize River Street parking and no-parking zones in the long term to create more parking opportunities for Rail Trail and Methuen Center visitors

### 2017 Downtown Vision Components:

- A complete, mixed-use downtown with fully utilized buildings and sites
- A downtown that retains its historic identity and restores the distinctive architecture of the past, while adding attractive new buildings and uses
- A downtown that is a civic destination
- A walkable downtown built around the river
- A district of Methuen that is easy to drive to, from and through with a well-organized parking spaces distributed throughout the area

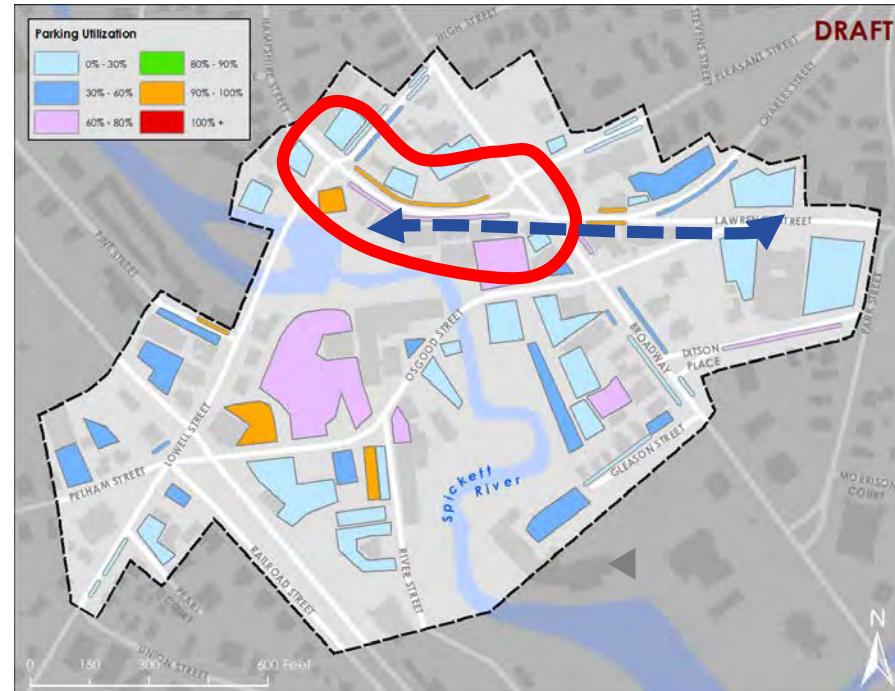
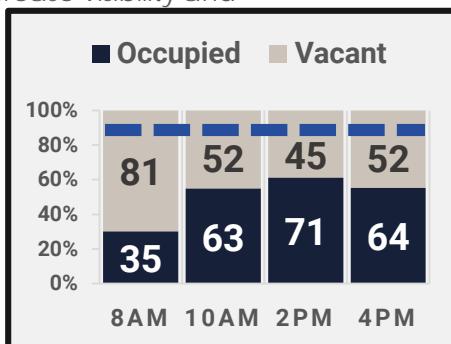
### 3. Promote and Encourage Public Lots

Based off the utilization data, certain lots in the study area have the potential to alleviate parking stress from on-street spaces and popular off-street lots. By implementing the strategies below, the City can change the negative perception of parking farther away from your destination and create a parking system that accommodates both short- and long-term parking needs.

- Consider a time limit at Osgood Street or Lowell/Lawrence lot (around 4 hours to discourage long-term parking)
- Allow overnight parking for residents (long-term)
- Create and encourage lots longer stays, such as for employees, slightly further away
- Prioritize parking lot maintenance in public lots
  - Invest in striping, maintenance, lighting, and landscaping
  - Upgrade parking signage to increase visibility and include a conventional "P" as well as conventional color scheme

Hampshire Street core on-street and off-street parking utilization is above 50% almost all day on a typical weekday

City of Methuen | Methuen Center Parking Study



2 minute walking distance from public lot to Methuen Center core

Public Parking sign, Ann Arbor, MI  
Source: <http://annarborchronicle.com/tag/parking-contract/index.html>



## 4. Develop and Distribute Parking Information

The City should take the following steps to help Methuen Center visitors easily and effortlessly park:

- Publish a public-friendly parking map on City website
  - Encourage local merchants/others to link to it
  - Give map to parking violators to promote parking best practices
- Promote re-design of 5-corners intersection
- Create a parking website to distribute parking updates, alerts, and resources

**TOWN OF BARNSTABLE**  
**Parking Management**

Planning and Development > Parking Management

**PARK HAPPY BARNSTABLE**

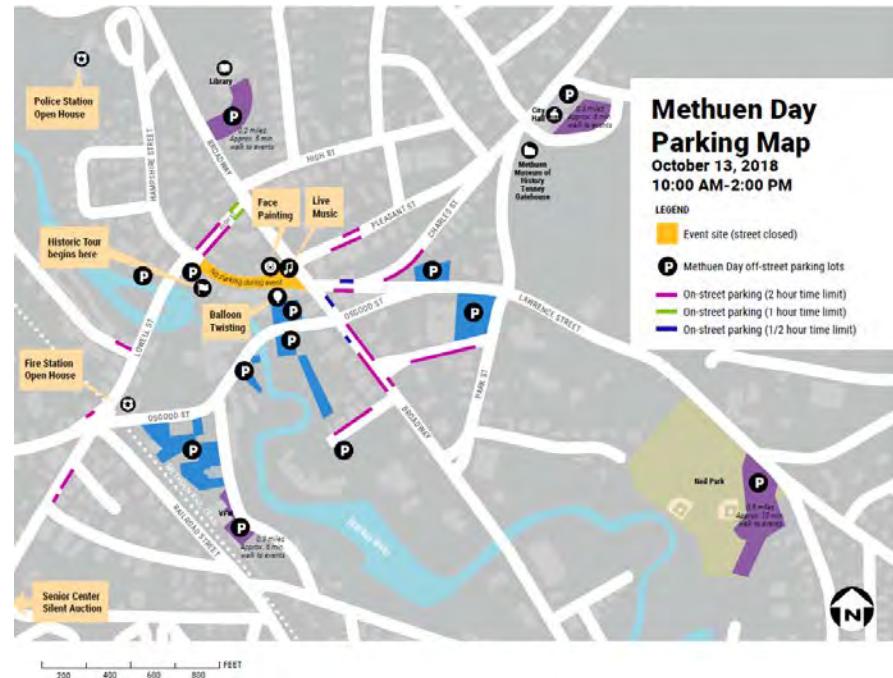
Welcome to the Barnstable Parking Division's webpage!

Parking within our community plays a significant role in various capacities. We strive to not only manage and implement objectives for on and off street public parking in the Town of Barnstable, but set an example of how parking can positively assist with economic prosperity through innovative technology, proactive solutions and exemplary customer service.

Please browse our informative pages or please feel free to email or call us if you have any questions, concerns or Parking Praise!

**Pay for parking with your smartphone**  
**mPay2+**

**Public Records**  
Ann Quirk  
Public Records Request



City of Barnstable parking management website containing pertinent parking information and resources for Barnstable visitors

Source:  
<http://townofbarnstable.us/parkingdivision/>

▲ Methuen Day parking map clearly delineates parking locations and regulations in a public-friendly format

## 5. Add and Enhance Walk and Bike Amenities

Today, Methuen Center lacks many of the infrastructural resources to safely accommodate pedestrian and multimodal traffic. By enhancing pedestrian and bicycle amenities, visitors will feel better connected to the parking facilities, businesses, and recreational areas in the Center. The following recommendations focus on improving the walking and biking environments in the City Center:

- Pursue designated bicycle infrastructure (lanes, neighborways)
- Use traffic calming to create "slow street" on Hampshire Street
  - Maintain two-way vehicle traffic
- Invest in benches at key intersections and destinations
- Improve accessibility accommodations (handrails, signage, improve curb cuts, grade changes between parking lots)
- Pursue recommendations from Methuen Walkability report:
  - Increase City greenery
  - Address graffiti / litter issues
  - Wayfinding efforts

*Traffic calming measures including designated, separated bike lanes and landscaping techniques*

Source: Carl Sundstrom,  
<http://pedbikeimages.org/details.php?picid=627>



## 6. Encourage Shared Parking Agreements

Formalizing shared parking agreements helps to open up private parking supply for public use during peak downtown hours. In Methuen Center, certain private lots have the potential to implement parking agreements to alleviate parking congestion and support new and current development. Agreements take multiple forms, including:

- Shared parking between two complimentary uses
- Using underutilized parking for a specific group, such as restaurant employees using bank parking at night
- City working with private property owners and residential developments to open underutilized parking to the general public (e.g. new mixed use development owner, School Administration Building)

The City should pursue shared parking to support current and additional land uses, including:

- Pursue and facilitate shared parking agreements between existing and/or new businesses.
- Consider a pilot project to open restricted parking for public use
- Keep sample shared parking agreements at City Hall (see appendix)
- To incentivize participation, the City can provide in-kind services, such as plowing, maintenance, and signage in exchange for property owners allowing the public to use their parking

### Elements of a typical Shared Parking Agreement:

- Dates of agreement
- Use of facilities (times, days)
- Maintenance
- Utilities / Taxes
- Signage
- Enforcement
- Cooperation / Communication
- Insurance
- Indemnification
- Termination
- Supplemental needs



Around 280 spaces are underutilized in Methuen Center at peak times

## 7. Adjust Zoning to Support Downtown Context

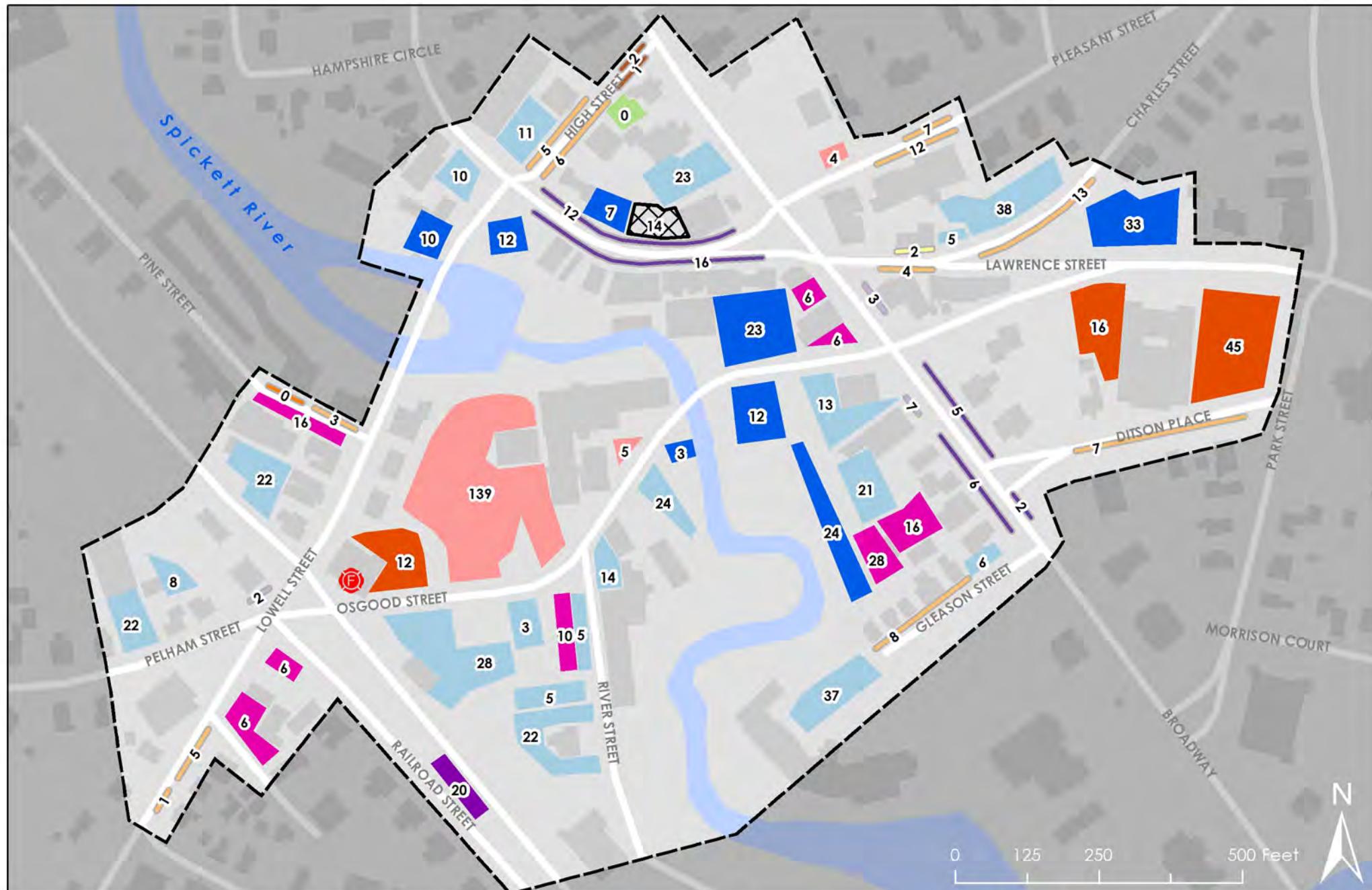
Locally- and nation-wide, municipalities are updating and modernizing their zoning codes to encourage flexible, downtown-friendly development. Most importantly, zoning codes should be set up so that parking supports downtown goals, instead of limiting beneficial changes. The City should consider the following:

- **Allow change-of-use / infill without additional parking (below a certain threshold).** This will help encourage an active streetscape and re-use of historic buildings.
- Establish/add to an **in-lieu of parking fund**, for any waived parking requirements, which the City can use to fund other transportation improvements such as walking or construction of additional shared, public parking.
  - Allow owners to **share existing parking** with new uses without incurring a fee
  - **Allow a lower fee** for those who request a lower number of parking spaces to be waived
- **Increase off-street parking distance requirements**, to promote a park-once environment and shared parking
- **Implement a permit system** for publicly owned lots to accommodate long-term residents overnight and on weekends
- **Discourage new driveways along street frontages** to preserve on-street spaces for City Center visitors
- Include **multimodal standards** for elements such as:
  - Bicycle parking
  - Curb cut consolidation & driveway treatments
  - Bus shelters
- To alleviate concerns related to parking to support additional development, require larger future developments to **share parking publicly** through a variety of mechanisms, including FAR bonuses, public maintenance agreements, and design requirements such as 24/7 publicly-accessible entries and/or signage. This is a cost-effective way for the City to encourage additions to the public supply.

# TECHNICAL APPENDICES



## APPENDIX A | Parking Inventory and Utilization Maps



## Methuen Town Center Parking Inventory

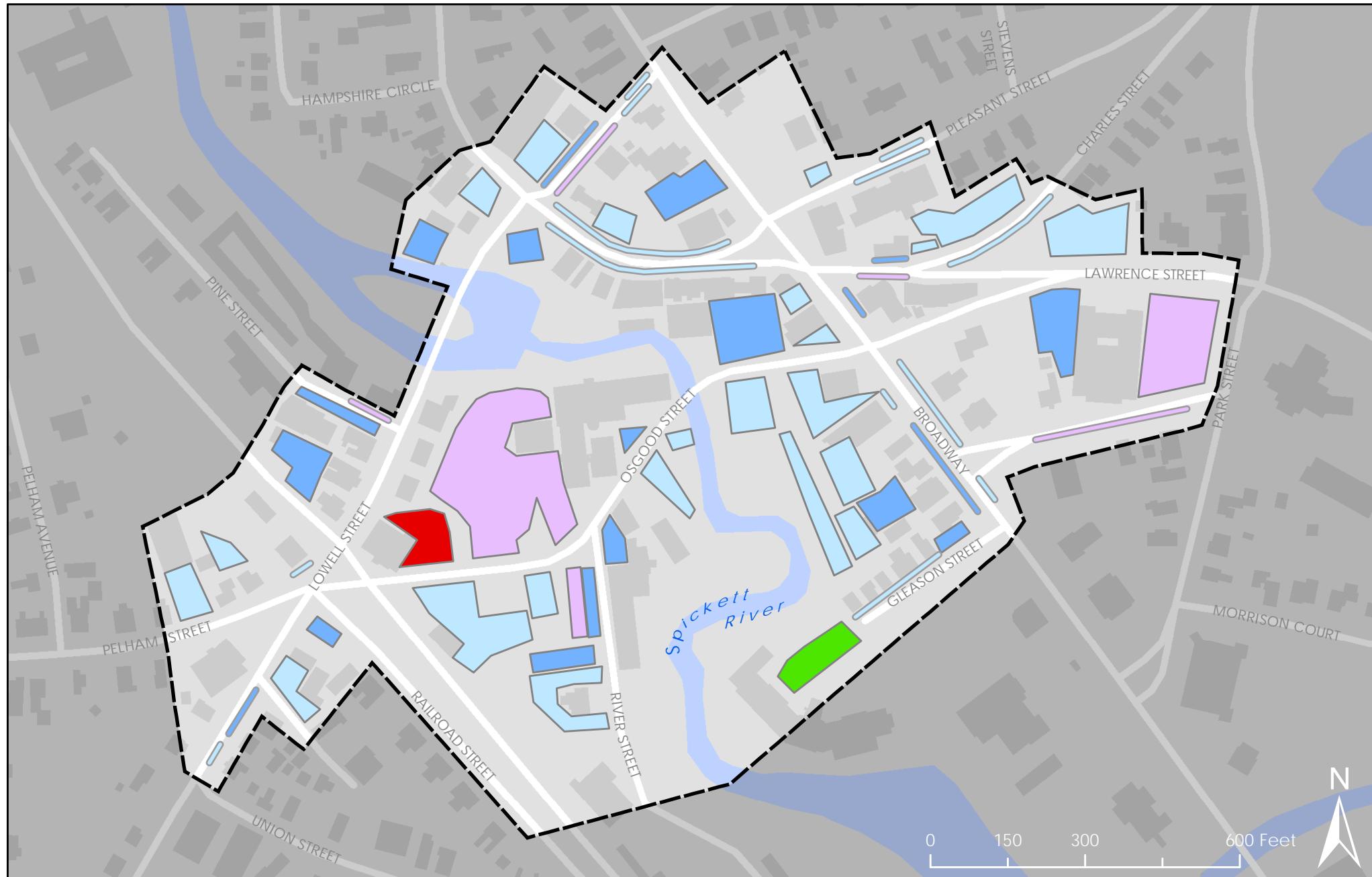
**Study Area**

### On-Street Parking Regulations

- 1 Hour Parking, No Cost, 9am-6pm
- 1/2 Hour Parking, No Cost, 9am-9pm
- 2 Hour Parking, No Cost, 9am-6pm
- Customer/Employee Parking
- No Parking
- Unregulated Parking

### Off-Street Parking Regulations

- Public Parking
- Customer/Employee Parking
- No Parking
- Residential Parking
- Under Construction



## Methuen Town Center Parking Utilization

Weekday Morning

Data Collected:

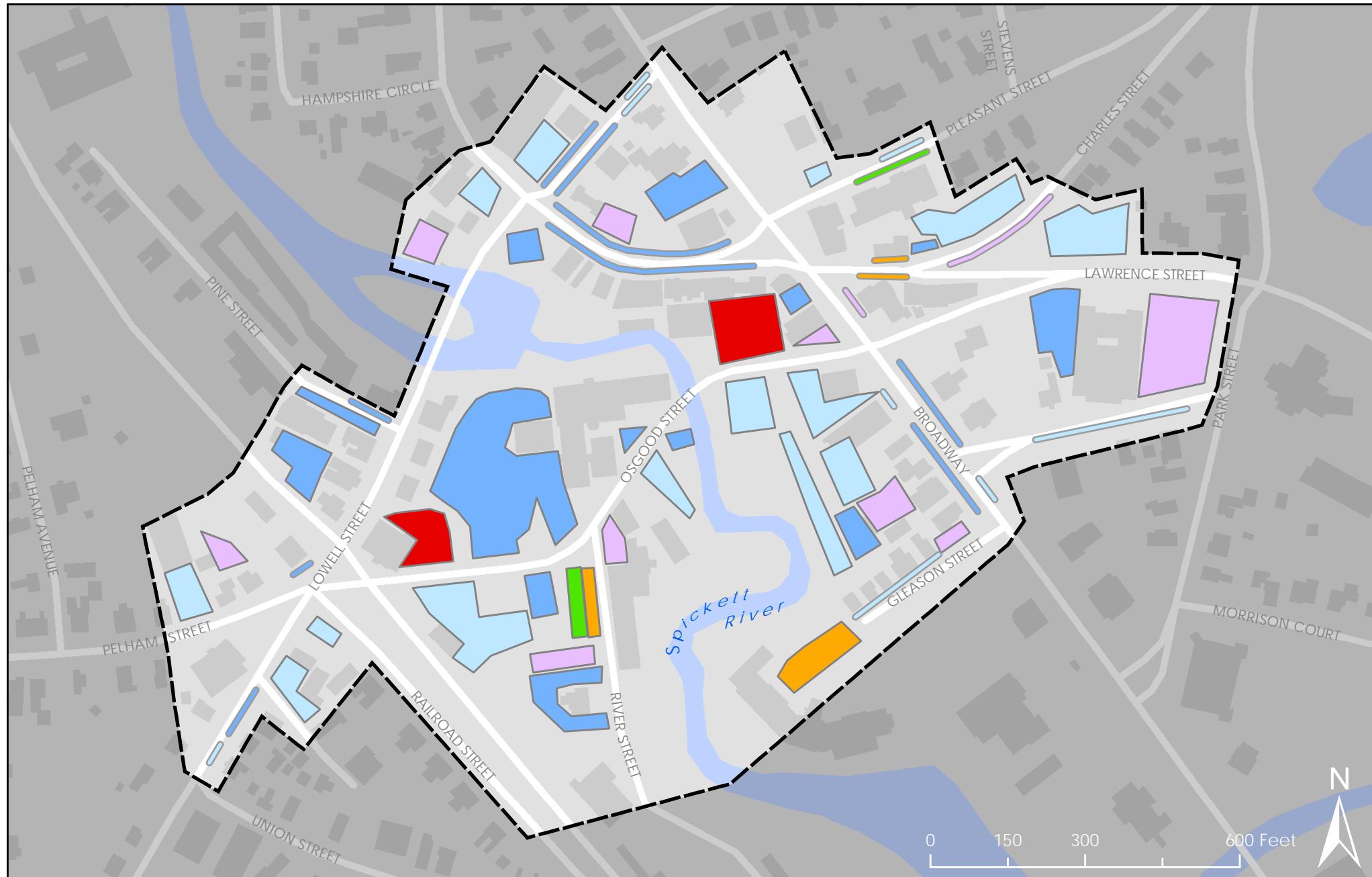
June, 2018

8:00 AM

**Study Area**

**Parking Utilization**

	0% - 30%		80% - 90%
	30% - 60%		90% - 100%
	60% - 80%		100% +



## Methuen Town Center Parking Utilization

Weekday Morning

Data Collected:

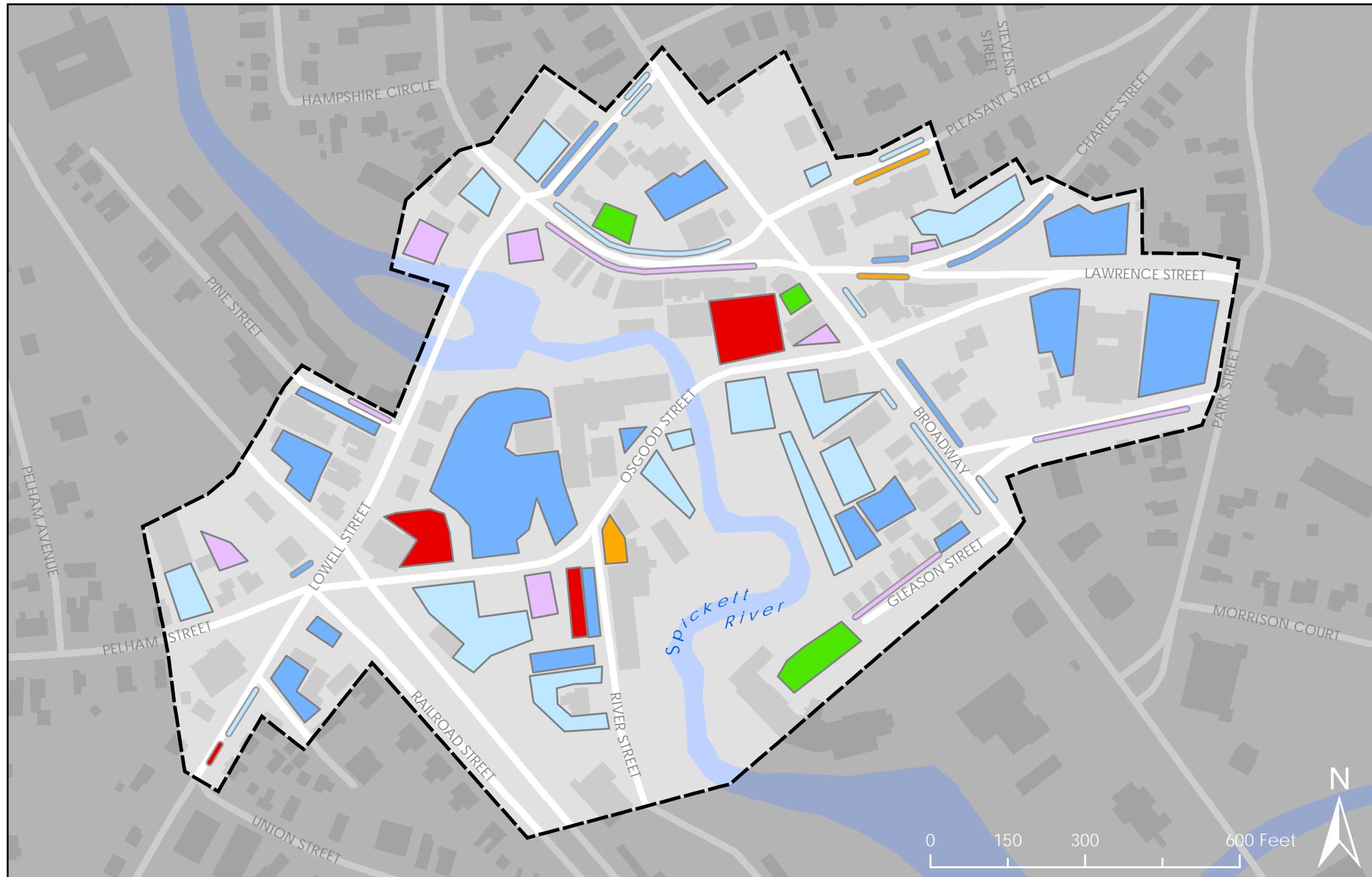
June, 2018

10:00 AM

**Study Area**

**Parking Utilization**

	0% - 30%		80% - 90%
	30% - 60%		90% - 100%
	60% - 80%		100% +



## Methuen Town Center Parking Utilization

Weekday Afternoon

Data Collected:

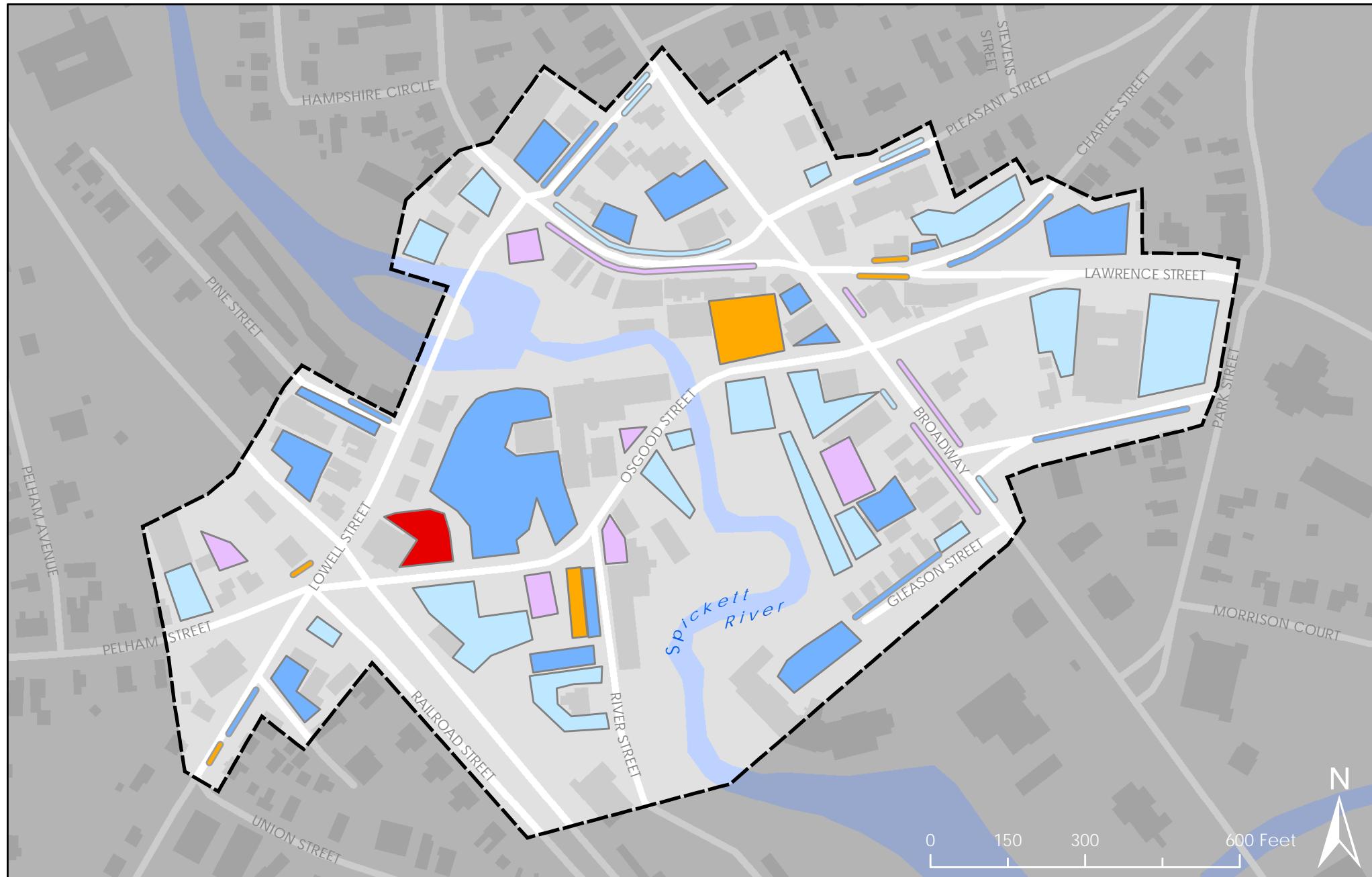
June, 2018

2:00 PM

□ Study Area

Parking Utilization

	0% - 30%		80% - 90%
	30% - 60%		90% - 100%
	60% - 80%		100% +



## Methuen Town Center Parking Utilization

Weekday Afternoon

Data Collected:

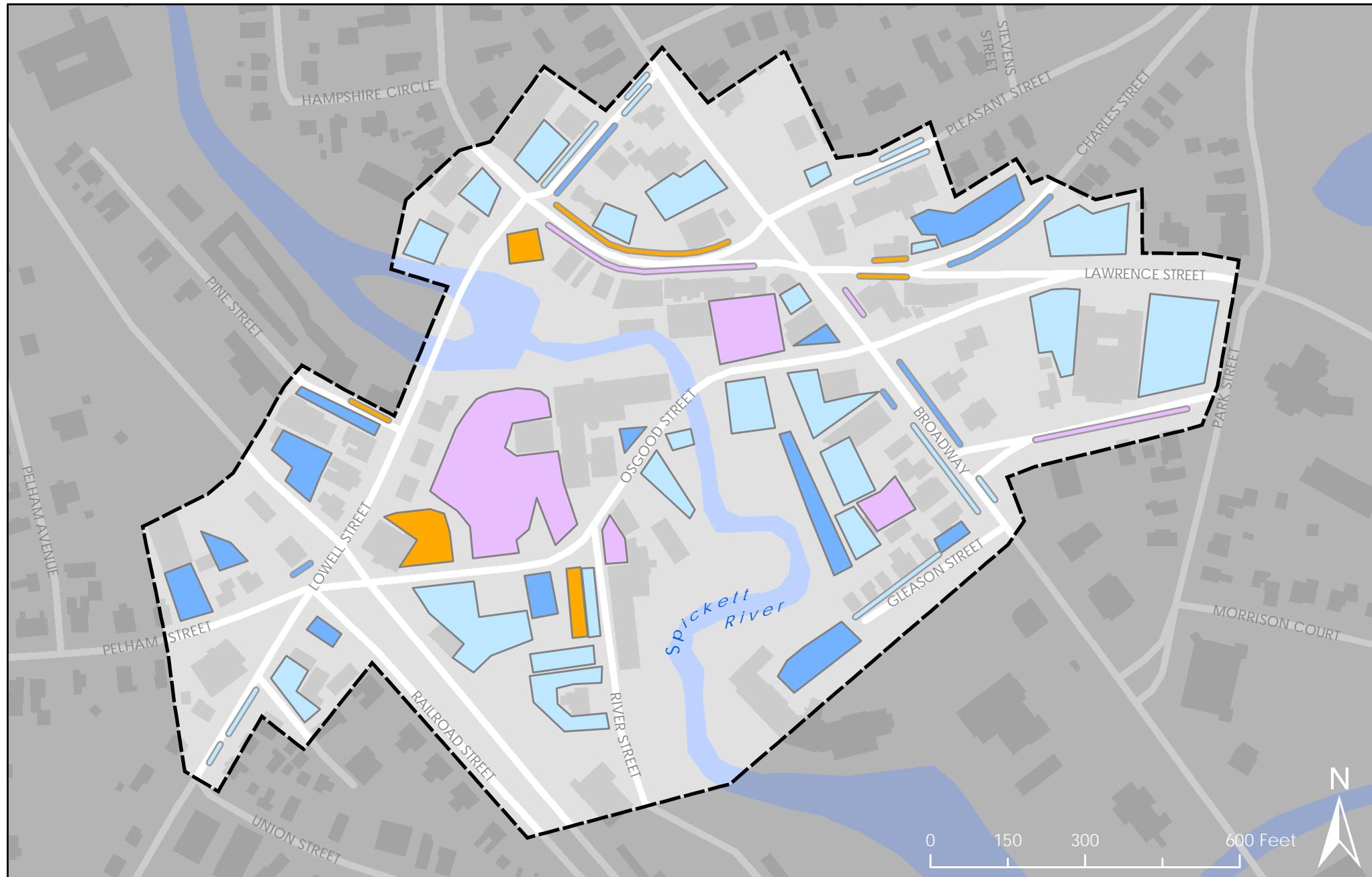
June, 2018

4:00 PM

□ Study Area

Parking Utilization

	0% - 30%		80% - 90%
	30% - 60%		90% - 100%
	60% - 80%		100% +



## Methuen Town Center Parking Utilization

Weekend Morning

Data Collected:

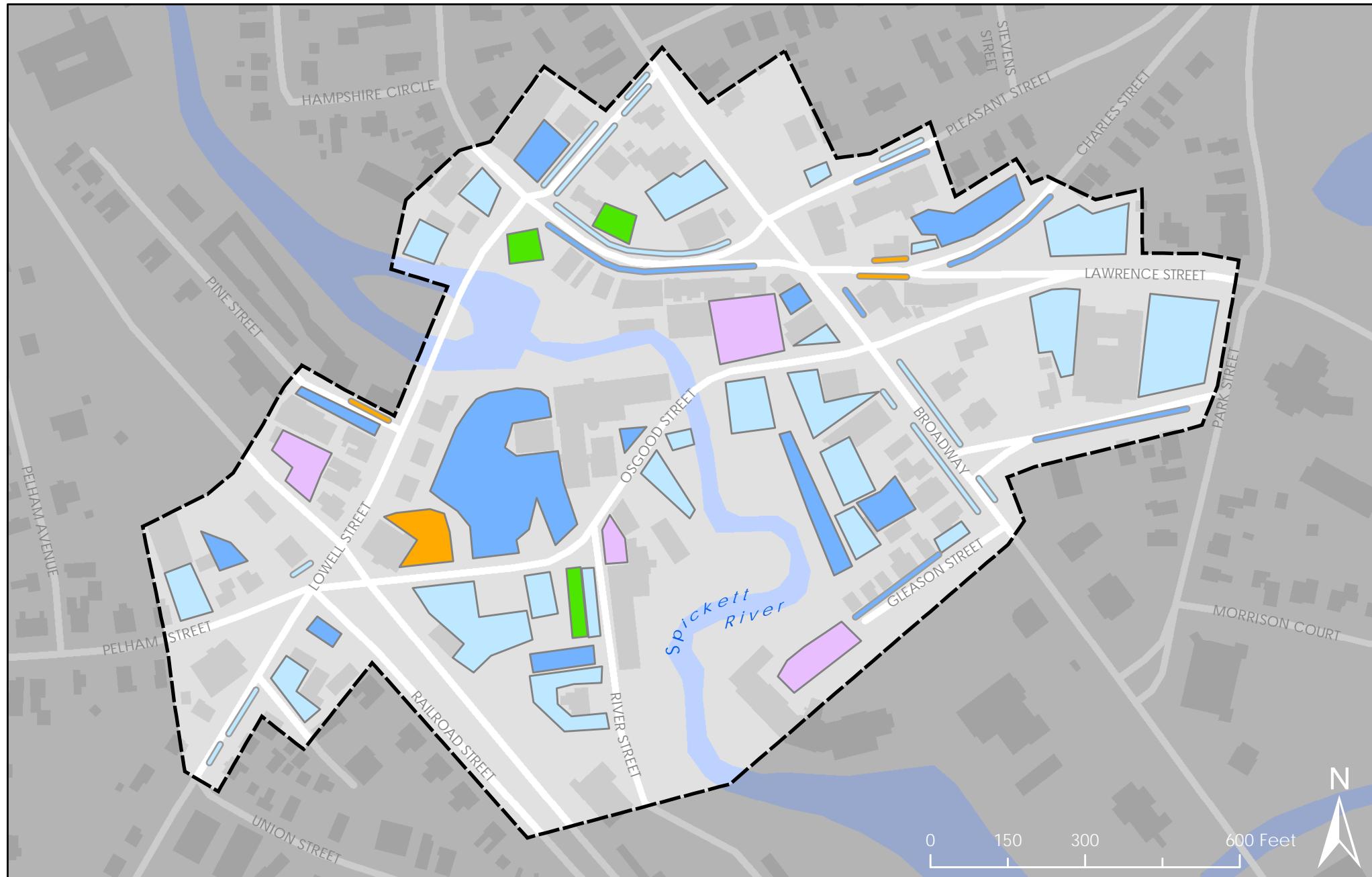
June, 2018

9:00 AM

**Study Area**

**Parking Utilization**

Light Blue	0% - 30%	Green	80% - 90%
Medium Blue	30% - 60%	Dark Orange	90% - 100%
Pink	60% - 80%	Red	100% +



## Methuen Town Center Parking Utilization

Weekend Afternoon

Data Collected:

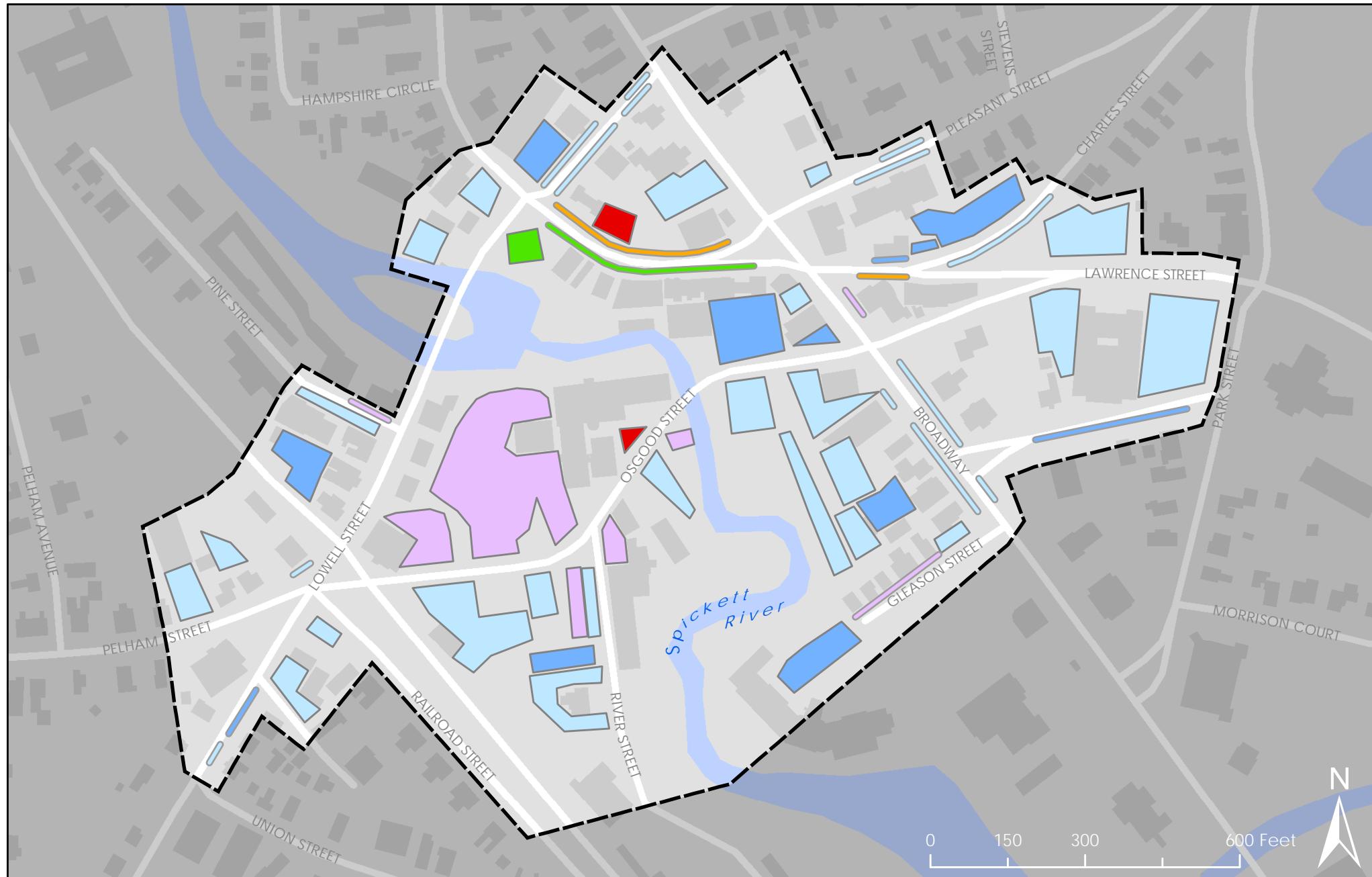
June, 2018

12:00 PM

□ Study Area

Parking Utilization

	0% - 30%		80% - 90%
	30% - 60%		90% - 100%
	60% - 80%		100% +



## Methuen Town Center Parking Utilization

Weekend Evening

Data Collected:

June, 2018

6:00 PM

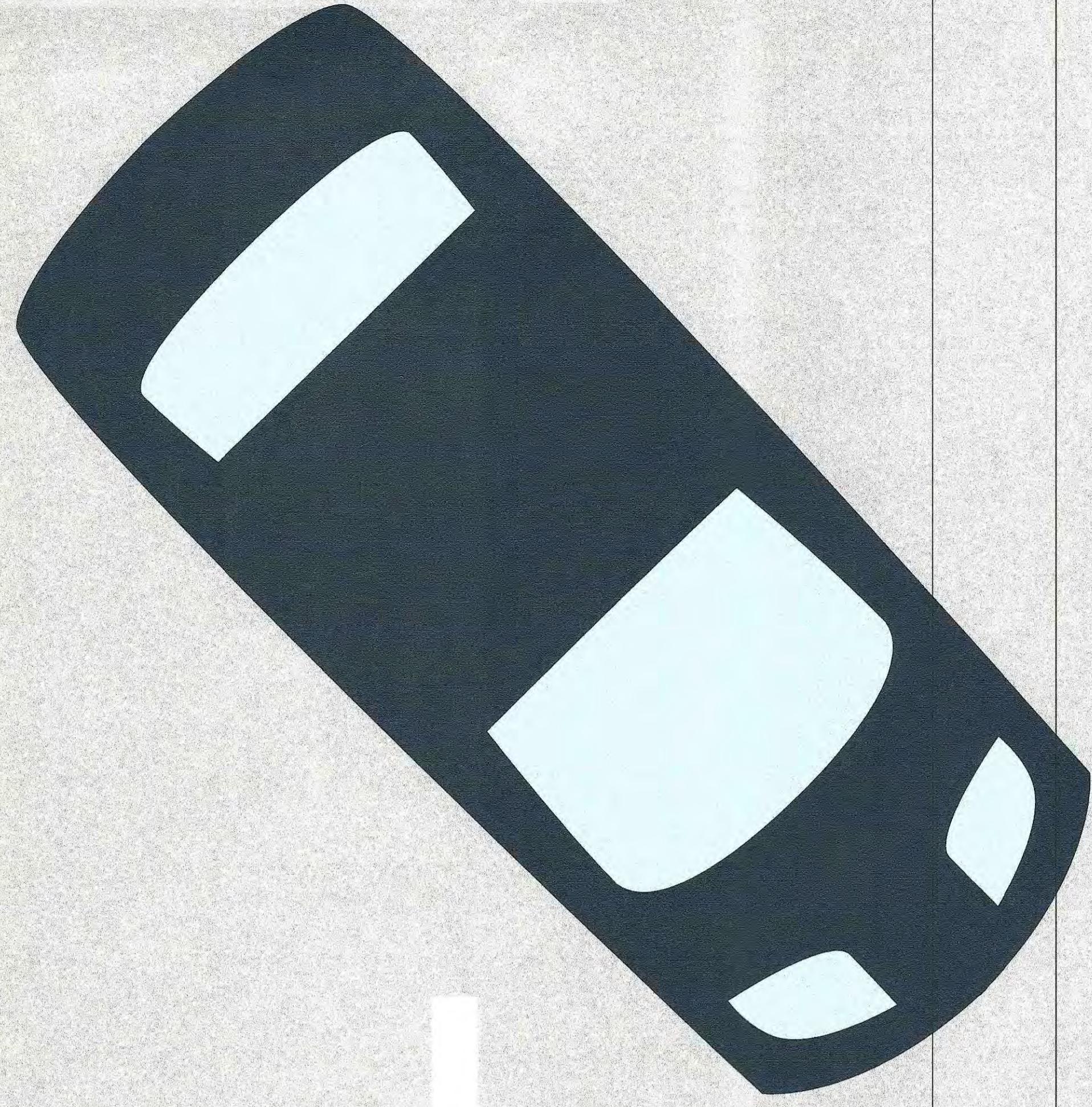
**Study Area**

**Parking Utilization**

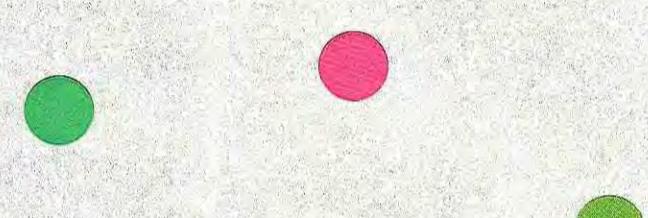
	0% - 30%		80% - 90%
	30% - 60%		90% - 100%
	60% - 80%		100% +

## APPENDIX B | Parking Priority Exercise

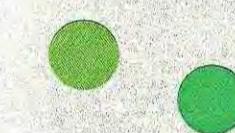
# WHAT ARE YOUR TOP PARKING PRIORITIES IN METHUEN CENTER?



I WOULDN'T MIND  
PARKING A LITTLE  
FARTHER AWAY  
IF IT WAS EASIER  
TO WALK TO MY  
DESTINATION



I WOULD LIKE  
CLEARER  
INFORMATION  
ON PARKING IN  
METHUEN CENTER



I WOULD LIKE IT  
TO BE EASIER/  
SAFER TO WALK  
IN METHUEN  
CENTER



I WOULD LIKE  
TO PARK ONCE  
AND WALK  
TO ALL OF MY  
DESTINATIONS

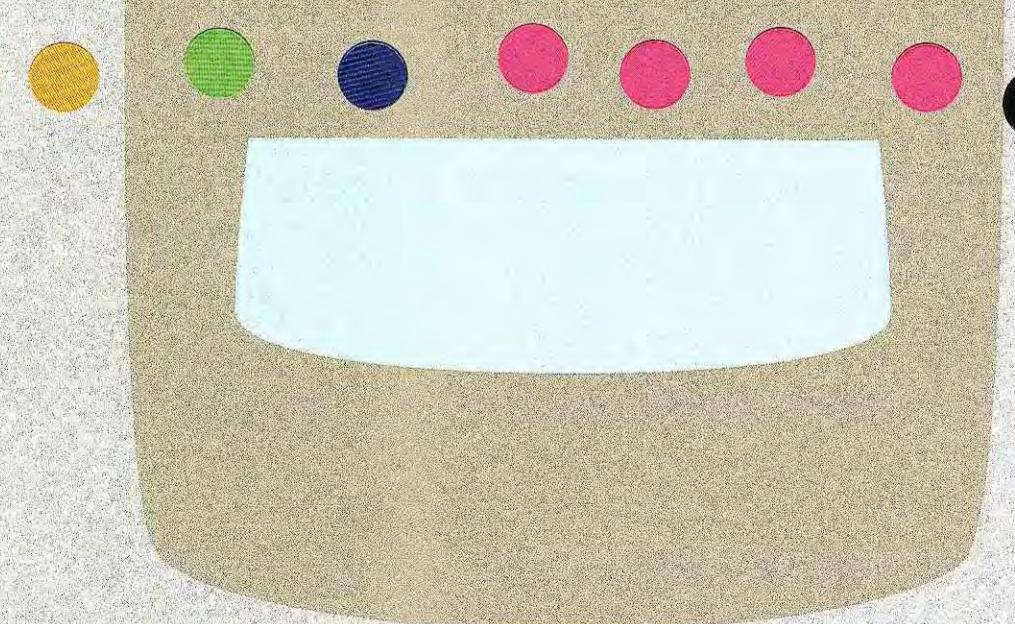


I WOULD LIKE  
DEDICATED  
EMPLOYEE  
PARKING

I WOULD LIKE TO  
SEE MORE ACTIVITY  
IN THE METHUEN  
CENTER



I VALUE METHUEN'S  
HISTORIC  
CHARACTER



WHAT ARE WE  
MISSING?  
WRITE YOUR IDEA  
HERE!

*Metus*  
Handicapped Parking  
Need extra

*Bike racks needed  
Walking up hills for handicapped  
handicaps???*



Please place stickers in the  
parking spots to indicate your  
top parking priorities.

## APPENDIX C | Public Outreach Maps

# Methuen Center Parking Study

## MAP METHUEN CENTER PARKING



### Methuen Parking Inventory

— Study Area

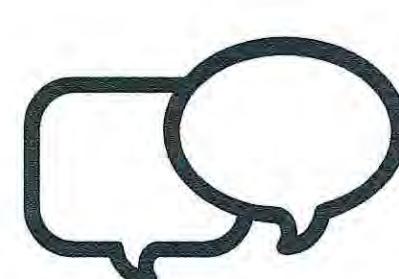
**DRAFT**



→ Walking → People don't want to!  
↳ used to be easier  
→ use PK to encourage more business down

→ City councilor went + invited all the business owners via flier.

Stantec



Please use a marker to note issues and opportunities connected with the parking system and areas for improvement.

Examples include issues with time limits, difficulty finding a space, walking, lighting challenges, poor signage.



TOWN OF METHUEN



METHUEN CENTER  
PARKING STUDY



# MAP / METHUEN CENTER PARKING

# Methuen Parking Inventory

\* update information day by day  $\Rightarrow$  how public info remains to determine

10/14  
Inventory  
/Street

# Inventory

— Study Area

## On-Street Regulations

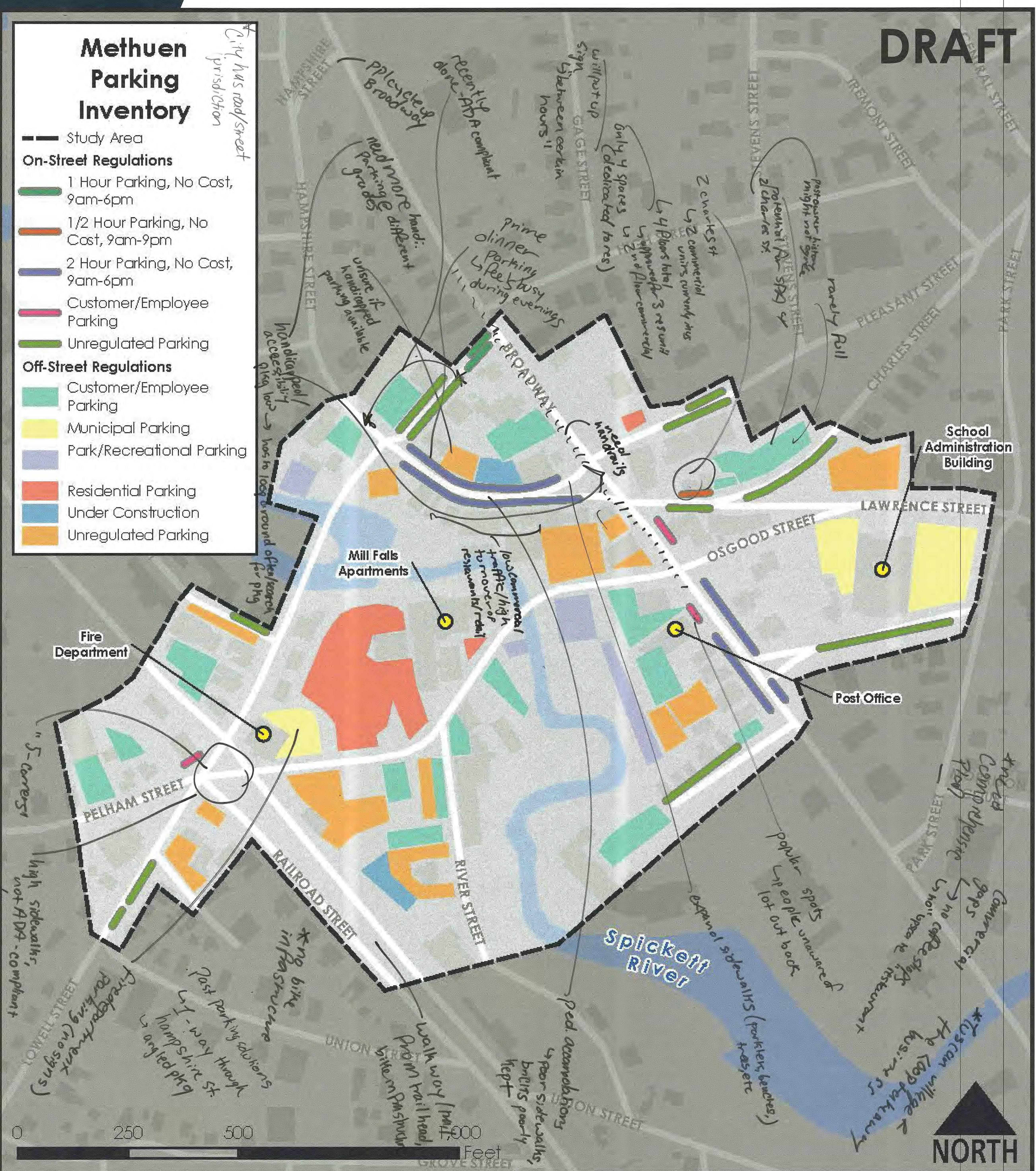
- 1 Hour Parking, No Cost, 9am-6pm
- 1/2 Hour Parking, No Cost, 9am-9pm
- 2 Hour Parking, No Cost, 9am-6pm
- Customer/Employee Parking
- Unregulated Parking

## Off-Street Regulations

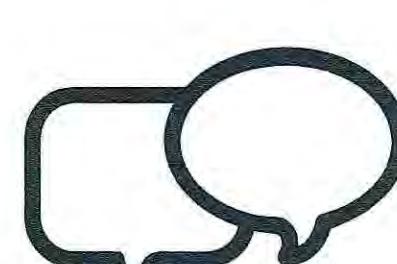
- Customer/Employee Parking
- Municipal Parking
- Park/Recreational Parking
- Residential Parking
- Under Construction
- Unregulated Parking

\* update methven day map  $\Rightarrow$  have public phy permissions for observations

# DRAFT



→ Future Parking  
for residential  
on 2nd & 3rd floor ???

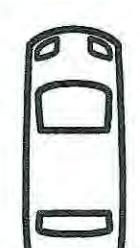


Please use a marker to note issues and opportunities connected with the parking system and areas for improvement.

Examples include issues with time limits, difficulty finding a space, walking, lighting challenges, poor signage.



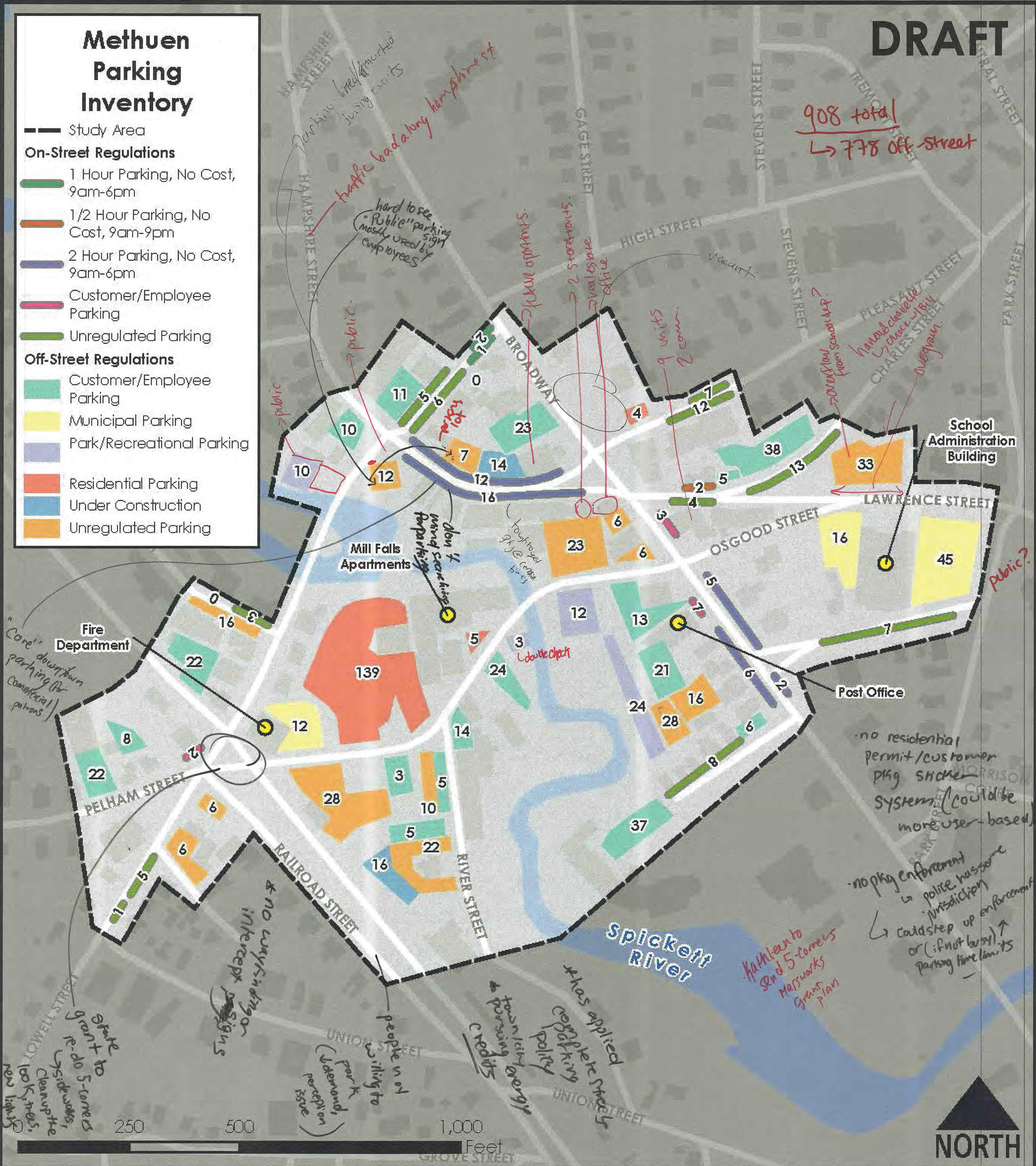
# TOWN OF METHUEN



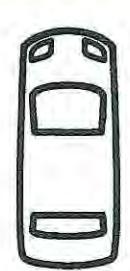
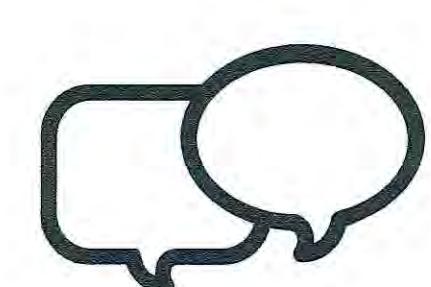
# METHUEN CENTER PARKING STUDY



## MAP METHUEN CENTER PARKING



TOWN OF METHUEN

METHUEN CENTER  
PARKING STUDY

Please use a marker to note issues and opportunities connected with the parking system and areas for improvement.

Examples include issues with time limits, difficulty finding a space, walking, lighting challenges, poor signage.

## APPENDIX D | Sample Shared Parking Agreements

## Sample Shared Parking Agreements

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## Model - Shared Use Agreement for Parking Facilities

This Shared Use Agreement for Parking Facilities, entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between \_\_\_\_\_, hereinafter called lessor and \_\_\_\_\_, hereinafter called lessee. In consideration of the covenants herein, lessor agrees to share with lessee certain parking facilities, as is situated in the City of \_\_\_\_\_, County of \_\_\_\_\_ and State of \_\_\_\_\_, hereinafter called the facilities, described as: [Include legal description of location and spaces to be shared here, and as shown on attachment 1.]

The facilities shall be shared commencing with the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and ending at 11:59 PM on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, for [insert negotiated compensation figures, as appropriate]. [The lessee agrees to pay at [insert payment address] to lessor by the \_\_\_\_\_ day of each month [or other payment arrangements].] Lessor hereby represents that it holds legal title to the facilities

### **The parties agree:**

#### **1. USE OF FACILITIES**

This section should describe the nature of the shared use (exclusive, joint sections, time(s) and day(s) of week of usage).

**-SAMPLE CLAUSE-***[Lessee shall have exclusive use of the facilities. The use shall only be between the hours of 5:30 PM Friday through 5:30 AM Monday and between the hours of 5:30 PM and 5:30 AM Monday through Thursday.]*

#### **2. MAINTENANCE**

This section should describe responsibility for aspects of maintenance of the facilities. This could include cleaning, striping, seal coating, asphalt repair and more.

**-SAMPLE CLAUSE-***[Lessor shall provide, as reasonably necessary asphalt repair work. Lessee and Lessor agree to share striping, seal coating and lot sweeping at a 50%/50% split based upon mutually accepted maintenance contracts with outside vendors. Lessor shall maintain lot and landscaping at or above the current condition, at no additional cost to the lessee.]*

#### **3. UTILITIES and TAXES**

This section should describe responsibility for utilities and taxes. This could include electrical, water, sewage, and more.

**-SAMPLE CLAUSE-***[Lessor shall pay all taxes and utilities associated with the facilities, including maintenance of existing facility lighting as directed by standard safety practices.]*

#### **4. SIGNAGE**

This section should describe signage allowances and restrictions.

**-SAMPLE CLAUSE-**

*[Lessee may provide signage, meeting with the written approval of lessor, designating usage allowances.]*

## 5. ENFORCEMENT

This section should describe any facility usage enforcement methods.

**-SAMPLE CLAUSE-***[Lessee may provide a surveillance officer(s) for parking safety and usage only for the period of its exclusive use. Lessee and lessor reserve the right to tow, at owners expense, vehicles improperly parked or abandoned. All towing shall be with the approval of the lessor.]*

## 6. COOPERATION

This section should describe communication relationship.

**-SAMPLE CLAUSE-***[Lessor and lessee agree to cooperate to the best of their abilities to mutually use the facilities without disrupting the other party. The parties agree to meet on occasion to work out any problems that may arise to the shared use.]*

## 7. INSURANCE

This section should describe insurance requirements for the facilities.

**-SAMPLE CLAUSE-***[At their own expense, lessor and lessee agree to maintain liability insurance for the facilities as is standard for their own business usage.]*

## 8. INDEMNIFICATION

This section should describe indemnification as applicable and negotiated. This is a very technical section and legal counsel should be consulted for appropriate language to each and every agreement.

**-NO SAMPLE CLAUSE PROVIDED-**

## 9. TERMINATION

This section should describe how to or if this agreement can be terminated and post termination responsibilities.

**-SAMPLE CLAUSE-***[If lessor transfers ownership, or if part of all of the facilities are condemned, or access to the facilities is changed or limited, lessee may, in its sole discretion terminate this agreement without further liability by giving Lessor not less than 60 days prior written notice. Upon termination of this agreement, Lessee agrees to remove all signage and repair damage due to excessive use or abuse. Lessor agrees to give lessee the right of first refusal on subsequent renewal of this agreement.]*

## 10. SUPPLEMENTAL COVENANTS

This section should contain any additional covenants, rights, responsibilities and/or agreements.

**-NO SAMPLE CLAUSE PROVIDED-**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date Set forth at the outset hereof.

[Signature and notarization as appropriate to a legal document and as appropriate to recording process negotiated between parties.]

## LICENSE AGREEMENT

This Agreement is executed as of \_\_\_\_\_, 2006 by and between **BOSTON EDISON COMPANY** a Massachusetts corporation and electric company having its principal place of business at 800 Boylston Street, Boston, Massachusetts 02199, hereinafter called the "Licensor", and the **TOWN OF LEXINGTON**, a Massachusetts municipal corporation, having a principal place of business at 1625 Massachusetts Avenue, Lexington, MA 02420, hereinafter called the "Licensee".

### RECITALS:

WHEREAS, Licensor is the owner of a certain parcel of real property (the "Property") with an address of 4 Grant Street in the Town of Lexington, Middlesex County, Massachusetts, by virtue of deeds and other instruments recorded in the Middlesex South District Registry of Deeds, including but not limited to Book 3749, Page 370, Book 3773, Page 318, Book 5184, Page 296, and Book 5198, Page 21.

WHEREAS, the Licensee has requested permission from the Licensor to make use of a portion of the Property, said portion located outside the Licensor's electrical substation, hereinafter referred to as the "Licensed Area", which Licensed Area is shown on a plan entitled "Conceptual Parking Plan, 4 Grant Street, Lexington" attached hereto as Exhibit A, for the specific purpose of constructing, maintaining and operating a public, municipal parking lot.

WHEREAS, Licensor is willing to permit the use of the Licensed Area by the Licensee for such purposes, but only upon the terms and conditions hereinafter set forth; and

NOW THEREFORE, for and in consideration of such permission and the payments to Licensor described herein, Licensor and Licensee hereby agree as follows:

1. Licensee, its agents, contractors, employees, and invitees, including members of the public, may enter upon and use the Licensed Area for the purpose of constructing, maintaining, operating and utilizing a municipal parking lot. No other activity on the Licensed Area (specifically including, but without limitation, (a) maintenance, servicing or repair of motor vehicles, or (b) storage of vehicles, other equipment, machinery, or parts) is permitted hereby (with the exception of initial construction activity to prepare the Licensed Area for said permitted use, said construction activity shall proceed as set forth in Section 6). In its sole discretion, Licensor reserves the right under this Section to require Licensee to relocate or remove from the Licensed Area any item Licensor deems reasonably necessary to protect its electric facilities and operations. Upon verbal or written notice by Licensor to Licensee, Licensee shall relocate or remove any such items from the Licensed Area as soon as possible, but in all events within 24 hours.
2. Licensee, its agents, contractors, employees and invitees, shall have the right of ingress and egress over, across and upon the Licensed Area as necessary for the uses permitted hereby.
3. This License shall commence upon the issuance of all approvals and permits from the Town of Lexington or any other entity required by law for the

construction and operation of the Licensed Area for the specific and limited purposes stated herein, and shall continue for three (3) years from the earlier of (a) the date construction is completed and the lot is ready for use, as established by notice given by Licensee to Lessor, or (b) eighteen (18) months after the date of execution hereof (herein the "Construction Completion Date"). After the expiration of the Initial Term, absent a notice of termination pursuant to Section 5 below, the term shall automatically renew for successive periods of one (1) year each. The Licensee shall give the Lessor written notification of its receipt of all the necessary permits and approvals. In the event the Licensee is unable to obtain all necessary approvals and permits required by law within 12 months of the execution of this Agreement, this Agreement shall become null and void, unless the parties agree to extend this period, without any recourse for the Licensee at law or in equity.

4. Licensee agrees, beginning on the Construction Completion Date of this License, to pay Lessor an annual rental equal to Nine Thousand Six Hundred Dollars (\$9,600.00) per year, payable to Licensee in monthly installments of Eight Hundred Dollars (\$800.00). After year three, and every year thereafter, the annual fee of this License shall be increased by three (3%) percent over the previous year's rent until the termination or expiration date of this License.
5. After the expiration of the Initial Term, Lessor and Licensee shall each have the right to terminate this License at any time, for any or no stated reason, by written notice to the other party. The effective date of such termination shall be one (1) year from the date of the notice of termination, regardless of any then effective renewal term. Notwithstanding any other provision of this License, the parties intend that this Agreement constitute a terminable license, and no interest in real property is created hereby. The Lessor does not hereby dedicate the Property or the Licensed Area to public use.
6. Prior to any installation, preparation, or construction by Licensee of the Licensed Area to accommodate said municipal parking lot, Licensee shall submit plans to Lessor for approval detailing all work to be performed at the Licensed Area. Such approval shall not be unreasonably withheld or delayed. Once approved by Lessor, any such plans will be incorporated as Exhibit B to this Agreement. Licensee agrees to follow any guidelines reasonably set forth by the Lessor, and Licensee shall coordinate any initial construction work in the Licensed Area with the Lessor. Licensee further agrees to reimburse Lessor for all costs associated with any construction activities (including but not limited to Lessor's supervision of said construction activities).
7. It is agreed that Licensee shall not erect or permit any structures or improvements upon, and that Licensee shall make or permit no uses of the Licensed Area, other than those improvements and uses expressly permitted in this License.
8. During the term of this Agreement, Licensee shall maintain the Licensed Area in good order and condition in all respects, free from snow, ice, trash and debris or other nuisance. Prior to the effective date of the termination of this Agreement, Licensee shall remove its personal property and, if necessary, restore the Licensed Area to the same condition as it was in (other than changes made by the

Licensor) prior to Licensee's use. All vehicles will be removed prior to termination.

9. By granting this License, Licensor does not represent or warrant that the Licensed Area is appropriate, safe or suitable for the proposed use, or that it may be used for the purposes specified herein under applicable zoning, environmental or other laws or regulations, nor does Licensor undertake to make the Licensed Area appropriate, safe or suitable for such use, or to obtain any permits, licenses or approvals of any governmental authority which may be required to permit such use. Licensee shall obtain any and all necessary governmental permits, licenses and approvals at its sole cost and expense prior to the commencement of any use of the Licensed Area and Licensor shall cooperate in any efforts by Licensee to obtain any such permits so long as there is no cost or expense for Licensor that is not paid by Licensee. Licensee shall notify Licensor of its intentions to obtain said permits, licenses and approvals and shall provide copies of the same once received.
10. In exercising its rights under this License, Licensee shall at all times and in all respects comply with all applicable laws, ordinances, rules and regulations of all governmental authorities having jurisdiction and shall comply with all licenses and permits or other approvals issued to it by a governmental authority.
11. Licensee hereby represents and warrants, and it is hereby made a condition of this License, that the use of the Licensed Area by Licensee shall not result in the release of any oil or hazardous materials (other than non-reportable quantities associated with typical leaks from automobiles and construction equipment in the ordinary course of operation), as those terms are defined in the Massachusetts Contingency Plan, 310 CMR 40.000, et seq. In the event of any breach of the foregoing warranty and condition by Licensee, Licensor shall, in addition to the right to terminate this License and seek damages, have the benefit of the indemnity provision set forth in Section 12, and injunctive relief.
12. Licensee acknowledges that the Licensed Area is situated in close proximity to an operating electrical substation, which carries inherent risks associated with high voltage operations. Accordingly, to the greatest extent permitted by law, the Licensee, for itself and its agents, contractors, employees, and invitees, hereby releases and shall indemnify, defend and save harmless the Licensor, its officers, agents and employees from and against all demands, claims, actions, damages, costs, expenses, losses or liability whatsoever in any manner resulting from or arising out of the actions of any person with respect to the Licensed Area or the use thereof, or in any manner resulting from or arising out of the use of the Licensed Area by any person, including, without limitation, any failure of any person to comply with any applicable laws or regulations, except to the extent that such liability results from the gross negligence or willful misconduct of the Licensor, its employees, agents or contractors. This provision shall survive the termination of this License.
13. Licensee shall procure and maintain at its expense, at all times during the term of this License Agreement, public liability insurance, including personal injury and property damage, in amounts of \$4,000,000 combined single limit, against all claims and demands of any injury to person or property which may occur or

be claimed to have occurred on the property of the Lessor as the result of the use of the Licensed Area by any person. Lessor shall be designated as an additional insured party in such policy. Licensee shall also maintain workers compensation insurance in statutory amounts as required by Massachusetts law. The Licensee shall, before entry upon the Licensed Area for the purposes herein set forth, furnish the Lessor (to the address listed in Section 15) with a valid certificate of such insurances reasonably satisfactory to it. Such policies shall specify that they are not cancelable except upon twenty (20) days' prior written notice to the Lessor.

14. Licensee agrees that in the event a public health, safety or security emergency should arise as determined at the sole discretion of the Lessor, the Lessor, its officers, agents and employees, shall have the right to enter upon the Licensed Area, and undertake whatever action may be necessary, in the Lessor's discretion, to alleviate the emergency, including but not limited to requiring the temporary suspension of Licensee's use and occupancy of the Licensed Area. If in connection therewith Lessor requires the removal of any vehicles, Lessor shall notify Licensee thereof and effect such removal in a safe and reasonable manner. In the event the vehicles need to be removed at any time the Lessor shall contact the Town DPW Department at 1-781-862-0500 to effectuate said removal.
15. Notices, statements and other communications to be given under the terms of this License shall be in writing and delivered by hand against receipt, or sent by first class mail and addressed as follows:

**If to Lessor:**

Boston Edison Company  
Real Estate Department  
One NSTAR Way, SE-210  
Westwood, MA 02090  
Attn: Real Estate Manager  
Fax: (781) 441-8909

**If to the Licensee:**

Town of Lexington  
Lexington Town Hall  
1625 Massachusetts Avenue  
Lexington, MA 02420  
Attn: Town Manager  
Fax: (781) 861-2921

16. This License is personal to the Licensee, and Licensee shall have no right to assign or transfer its rights and obligations hereunder, in whole or in part to any other person. This provision does not preclude use of the Licensed Area as contemplated hereby.

17. This License contains all the agreements of the parties with respect to the subject matter thereof and supersedes all prior agreements and dealings between them with respect to such subject matter.
18. Licensee acknowledges and agrees that the Lessor shall at all times have convenient and unimpeded access to its electrical substation or any other structures and equipment, which are now or may hereinafter be installed by Lessor within the Licensed Area.
19. Licensee acknowledges that the Lessor will not be providing, and is under no obligation to provide, any security or lighting for the Licensed Area.
20. In the event that the Lessor's Property or a material portion of the Property of which the Licensed Area are a part, shall be taken by any public authority or for any public use, or shall be destroyed or damaged by fire or casualty, or by action of any public authority, then this License shall terminate with respect to the taken, damaged or destroyed area, effective on the date when title vests in the condemning authority, or when the casualty occurs.
21. Irrespective of the form in which recovery may be had by law, all rights to damages or compensation for a taking or casualty for the Licensed Area shall belong to Lessor in all cases. Licensee hereby grants to Lessor all of Licensee's rights to such damages and covenants to deliver such further assignments or endorsements as Lessor may from time to time request.
22. In connection with Licensee's use and maintenance of the Licensed Area, the Licensee shall not endanger or damage the existing buried transmission lines, cad weld connections, grounding grid system or any other structures and equipment in the Licensed Area which are now or may hereafter be installed within the Licensed Area, all being the property of the Lessor. In the event that such damage should nevertheless occur resulting from an act, omission or negligence of Licensee, its agents, contractors and employees, the Licensee shall forthwith notify the Lessor, by calling the Lessor's System Dispatcher at the Lessor's Boston Service Center (telephone number 617-541-7833), so that immediate repairs may be made, and shall also promptly reimburse the Lessor upon request for all reasonable costs or expenses incurred by it in repairing or replacing any such damage to said structures and equipment or to any other property of the Lessor.
23. ADDITIONAL PROVISIONS:
  - a. Licensee shall post a sign on the Property restricting access to Lessor's existing parking area behind the electrical substation building. The sign shall read "No vehicles beyond this point, NSTAR vehicles only".
  - b. The Licensee shall perform snow plowing, ice and litter removal for the entire portion of the Property that is outside the substation fence and that includes the Licensed Area, including snow removal on the public sidewalks outside the substation and substation fencing.

c. Licensee agrees to deal with any and all comments, questions or complaints from any abutters and or the general public with regards to the Licensed Area and its permitted use as set forth herein.

IN WITNESS WHEREOF, the parties have executed this License Agreement as a sealed instrument by and through their respective duly authorized representatives, as of the day and year first above written.

LICENSOR:

**BOSTON EDISON COMPANY**

By: \_\_\_\_\_

Donald Anastasia  
Assistant Treasurer

LICENSEE:

**TOWN OF LEXINGTON**

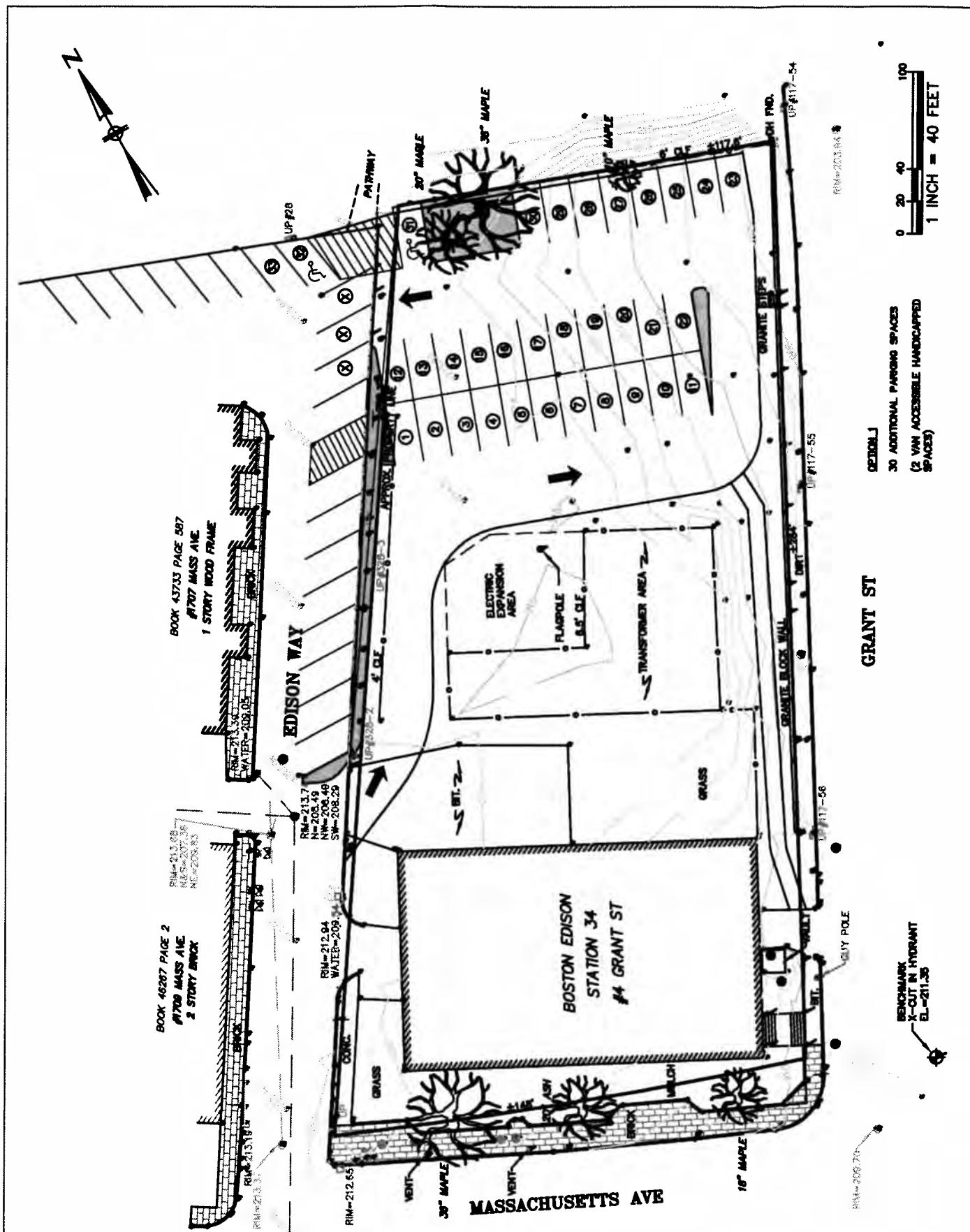
By: \_\_\_\_\_

Name: Carl F. Valente  
Title: Town Manager

## **Exhibit A**

# Conceptual Parking Plan

## 4 Grant Street, Lexington



## PARKING EASEMENT AND MAINTENANCE AGREEMENT

DRAFT

### Preamble and Recitals

This Agreement is entered into on \_\_\_\_\_ 2014 by and between Church of the Ascension, hereafter referred to as "Church," and Congregation Beth David, a California Non-Profit Religious Corporation, hereafter referred to as "Synagogue." Together, Church and Synagogue may be identified as the "Parties" herein.

A. Whereas, Church is the owner of certain real property situated in the City of Saratoga, Santa Clara County, California (hereafter referred to as "Parcel 1"), commonly known as 12033 Miller Rd., Saratoga, CA 95070, APN: \_\_\_\_\_ and more particularly described in Exhibit A, which is attached to this Agreement and hereby incorporated by reference.

B. Whereas, Synagogue is the owner of certain real property situated in City of Saratoga, Santa Clara County, California County, California (hereafter referred to as the "Parcel 2"), commonly known as 19700 Prospect Rd., Saratoga, CA 95070, APN: 386-35-071 and 386-35-070 and more particularly described in Exhibit B, which is attached to this Agreement and hereby incorporated by reference.

C. Whereas, since the early 1970s, Church and Synagogue have shared parking and maintenance costs for those portions of Parcel 1 and Parcel 2 that are identified as a parking lot, as described by the parking diagram attached hereto as Exhibit C, and incorporated herein by reference. This Agreement is intended to memorialize the long-standing agreement in writing.

NOW, THEREFORE, in consideration of the mutual benefits bestowed by this Agreement, the Parties acknowledge that the above recitals are true and correct, and hereby agree to:

### Grant of Easement

1. Church grants to Synagogue, and Synagogue grants to Church cross-easements, for parking on the terms and conditions set forth in this Agreement.

### Description of Easement

2. The easement granted in this Agreement is an easement for parking on the cross-hatched areas identified in the Parking Lot Diagram attached hereto as Exhibit C.

A. Synagogue grants to Church the right to park on Synagogue's parking lots at any time where Church's parking needs exceed the available spaces on Church's own lots, (for example, but not limited to: Christmas and Easter);

B. Church grants Synagogue the right to park on Church's parking lots at any time where Synagogue's parking needs exceed the available spaces on Synagogue's own lots, (for example, but not limited to the Jewish High Holy Days).

C. Church grants to Synagogue an easement for shared use of the middle section of the parking lot indicated on the cross-hatched areas set forth in Exhibit C, attached and incorporated herein as if fully set forth.

#### Maintenance of Easement

3. The Parties may establish and assign maintenance, insurance and other obligations to each other that may be mutually acceptable without an amendment of this Agreement.

#### Indemnity

4. Synagogue will indemnify and defend Church for any claims filed by a visitor to Synagogue who utilizes Church's parking areas and files a claim against Church. Church will indemnify and defend Synagogue for any claims filed by a visitor to Church who utilizes Synagogue's parking areas and files a claim against Synagogue.

#### Attorneys' Fees

5. If any legal action or proceeding arising out of or relating to this Agreement is brought by either party to this Agreement, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

#### Entire Agreement

6. This Agreement constitutes the entire agreement between Church and Synagogue relating to the above easement. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by Church and Synagogue.

#### Binding Effect

7. This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of Grantor and Grantee.

Executed on \_\_\_\_\_ [date].

**CHURCH OF THE ASCENSION**

By: \_\_\_\_\_, it's \_\_\_\_\_

**CONGREGATION BETH DAVID**

By: \_\_\_\_\_, it's President

Notary Acknowledgment

Attachments:

Exhibit A, Legal Description for Church  
Exhibit B, Legal Description for Synagogue  
Exhibit C, Parking Diagram

**EXHIBIT A**  
**Legal Description**  
**Church of the Ascension**

[to be supplied by the Church]

**Exhibit B**  
**Legal Description**  
**Congregation Beth David**

[to be supplied by Beth David]

**Exhibit C**  
**Parking Easement Diagram**

