

Town of Groveland ELM SQUARE PARKING STUDY



April, 2021





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The background image shows a park scene with a white gazebo featuring a dark roof and a small square tower on top. The gazebo is situated on a grassy area next to a paved road. Several bare trees are scattered throughout the scene, and a red fire hydrant is visible near the gazebo. In the distance, a green street sign is visible on a pole. The sky is blue with some light clouds.

I. INTRODUCTION

INTRODUCTION

The Town of Groveland received a grant from the Massachusetts Downtown Initiative Technical Assistance Program from the State Department of Housing and Community Development (DHCD) to prepare the Downtown Groveland/ Elm Square Parking Study. The Town staff of Groveland provided oversight and review of the **parking management plan, final report, and final presentation**. In addition, Town businesses, staff, and residents provided insight and input into this study through a series of stakeholder meetings and Elm Square Committee Meetings.

On behalf of DHCD and the Town of Groveland, the study team would like to thank all stakeholders and public participants for their constructive inputs.



INTRODUCTION | BACKGROUND & UNDERSTANDING

The Town of Groveland is located in Essex County, roughly 35 miles north of Boston. Groveland is situated between Interstates 495 and 95, and is bisected by State Routes 113 and 97. There is no local transit service in Groveland, however, the Merrimack Valley Regional Transit Authority (MVRTA) runs Route 18 - Riverside to the border of Haverhill directly across the Merrimack River, with the closest stop only 0.2 miles from Elm Square. Most of Groveland is residential and semi-rural, and contains vast open space and outdoor recreational areas.



Elm Square is the commercial and retail hub of Groveland, as it provides access to the Merrimack River, the Pines Recreation Area, Perry Park, the Post Office, and various retail locations. Elm Square also contains a large open space area along Elm Park that provides a space for Elm Square visitors to enjoy, particularly during Town events.

Residents, Town staff, and business owners in Groveland have promoted the beautification of Elm Square through various efforts. Concerns about parking prompted a local survey and an internal, high level analysis of existing parking in Elm Square. A key takeaway from the survey is that limited parking keeps visitors and residents from patronizing Elm Square. Respondents indicated that parking facilities are not comfortable and located far from the Elm Square core. Through this study, the Town has the opportunity to support the revitalization of Elm Square with innovative parking management policies.

◀ Retail with on-street and off-street parking at the intersection of Main Street and State Route 113

INTRODUCTION | BACKGROUND & STUDY GOALS

What are the goals of the Elm Square Parking Study?

The Elm Square Parking Study seeks to support ongoing planning efforts by addressing access in Downtown. Specific goals for the study include:

- Document **existing parking supply** and **daily demand**
- Improve parking system for **residents, employees, customers, and visitors**
- Identify and recommend **parking supply efficiencies/** opportunities to improve parking in areas of higher demand
- Develop **flexible parking standards** to support Elm Square development

Groveland Congregational Church on King Street





II. EXISTING CONDITIONS

EXISTING CONDITIONS

This section documents existing parking conditions within Elm Square. Data collection efforts in the Fall of 2019 identified existing parking assets, regulations and utilization levels, providing valuable data for assessing the Town's current parking management system.

Key Findings

- Most on-street parking and public off-street parking do not have regulations or signage
- Most off-street parking facilities in the core of Elm Square are private and for customer-use only or restricted
- The core of Elm Square does not experience high utilization during the week or weekend (parking is available during all peak periods)
- "Private" or "customer only" spaces in the core of Elm Square are busier during the midday, weekday hours
- Publicly-available parking is plentiful but not clear, contributing to perception of low availability

EXISTING CONDITIONS | STUDY AREA

To effectively measure parking usage in Downtown Groveland/ Elm Square, the Town worked with the consultant team to identify an area that generally includes Main Street west of Marjorie Street, extending southwest of the Route 113 bridge, to Pleasant Street, and south along Route 97 to the Gardener Street and School Street intersection.

The study area included both public and private off-street parking facilities and on-street parking that serve tourists, business patrons, employees, and residents.

Study area ►

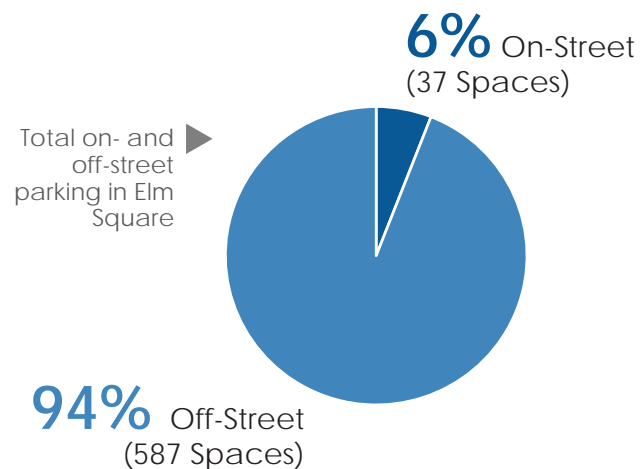


EXISTING CONDITIONS | PARKING INVENTORY

Overview

Within the study area, there is a total of 624 parking spaces. Of this inventory, 37 spaces are on-street and 587 spaces are off-street.

To better understand the parking system in Groveland (and Elm Square), the project team used a visitor's perspective to record regulations and inventory in the field. For example, an Elm Square visitor might not know that most off-street parking facilities in Elm Square are reserved for customers only. A breakdown of parking supply by regulation is reflected in the tables below and to the right. All public parking is highlighted in blue. The map on page 8 illustrates all regulations and inventory for on-and off-street parking facilities included in the study area.



ON-STREET

Regulation	Percent of Total On-Street Parking	Number of Parking Spaces
Unregulated*	100%	37

*Unregulated parking is categorized as having no regulation or signage

OFF-STREET

Regulation	Percent of Total Off-Street Parking	Number of Parking Spaces
Customer Only Parking	35%	132
Public	27%	187
Private	15%	39
Police & Fire Parking	8%	72
Resident Parking Only	8%	6
Public (Town Hall/Library Lot)	4%	86
Private (Church Lot)	4%	65
TOTAL		587

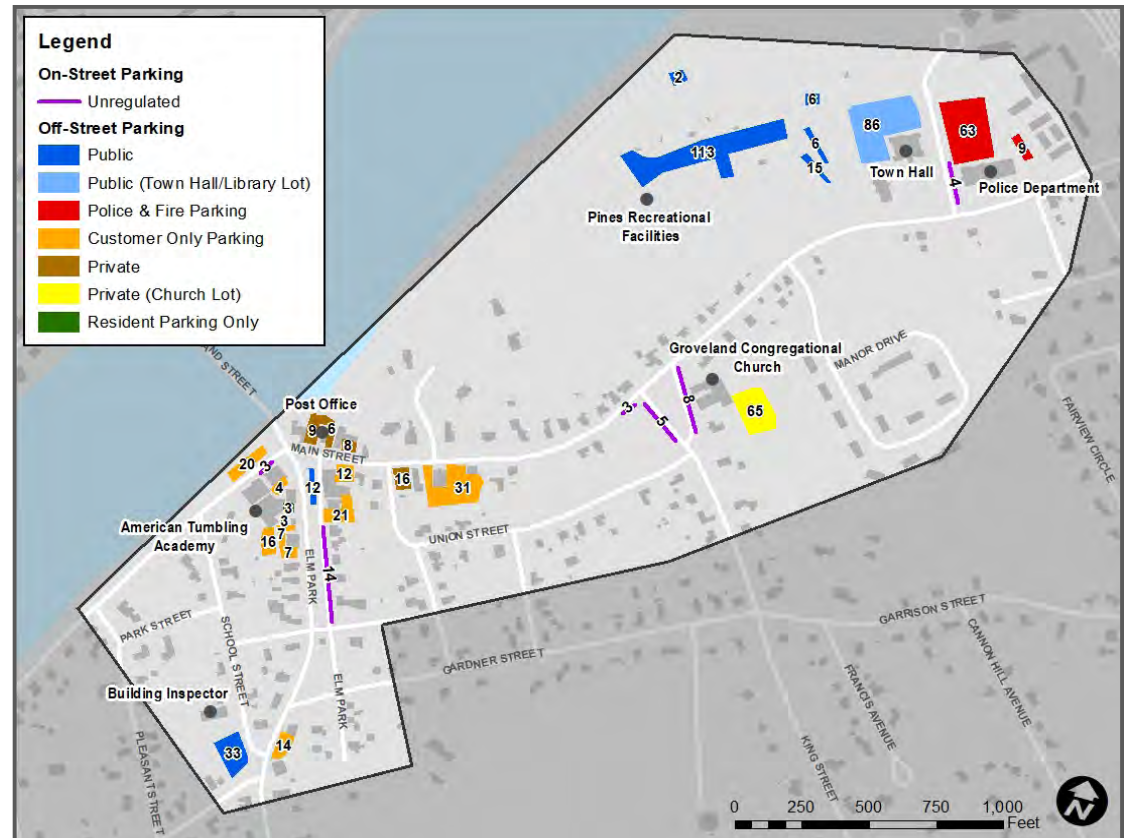
EXISTING CONDITIONS | PARKING INVENTORY

Private/Public Parking by Regulation vs Accessibility

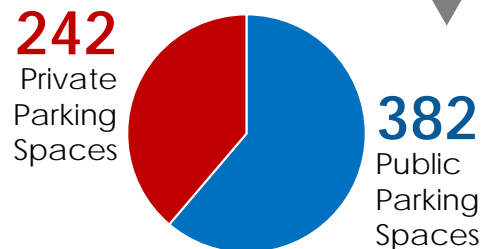
Regulation and signage play a crucial role in how parking facilities in a downtown are perceived by residents and downtown visitors. In Elm Square, there are only 382 designated public parking spaces, but 505 spaces are technically “publicly accessible” as visitors who park in these spaces usually visit other downtown destinations while parked in the same space.

Key terms:

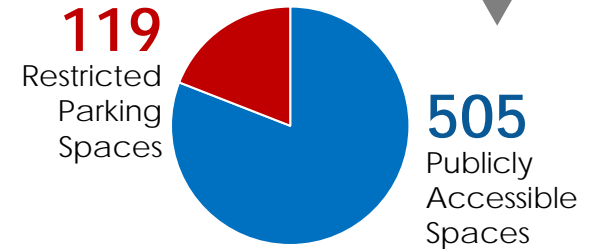
- **Publicly-Accessible Parking** includes on- and off-street parking facilities that are open to all users. Publicly-accessible parking spaces include all Town-owned parking facilities, as well as off-street facilities dedicated to visitors and business patrons who may use these spaces to frequent more than one destination in downtown.
- **Restricted Parking** refers to on- and off-street parking facilities that are inaccessible to the public. These parking facilities prohibit all public users, and typically contain signage that notes which user can directly access the parking spaces (e.g. “Employee Parking Only”)



Private and public parking by regulation



Private and public parking by accessibility



EXISTING CONDITIONS | PARKING UTILIZATION

Parking Utilization Process

Town staff collected parking occupancy data to capture a snapshot of parking patterns in the study area at regular intervals during a typical weekday and weekend. In the Fall of 2019, Town staff collected data on a busy fall weekday and weekend to capture typical peak demand in Elm Square. To gather this data, the team counted parked cars along each on-street segment and in every off-street facility in the study area, beginning at 8:00AM on a weekday in Fall 2019 and 9:00AM on a weekend in Fall 2019.

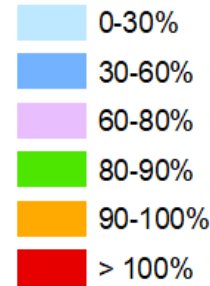
The resulting parking utilization data highlights patterns of high and low usage, including the impact of regulations. Land usage, regulations, topography, and signage all impact how Elm Square parking is used.

To ensure efficient parking management operations, a certain level of utilization is preferred, both on-and off-street. It is ideal to have at least one empty space on each block of street parking, to ensure easy customer access to businesses. This typically equates to about 1 out of 10 spaces free, or a target of 10% vacant per block. Similarly, a goal of at least 10% vacancy is considered ideal in off-street lots. Facilities that meet this target and show a utilization rate between 80-90% are therefore shown in green on the map. If any facility has less availability, it is effectively at its functional capacity and drivers perceive a lack of availability. Facilities with lower utilization have excess capacity and can accommodate additional parked cars.

Spatial Analysis of Parking Utilization: General Analysis

The utilization maps included in this report and in Appendix A describe the overall occupancy and availability of all parking spaces within Elm Square.

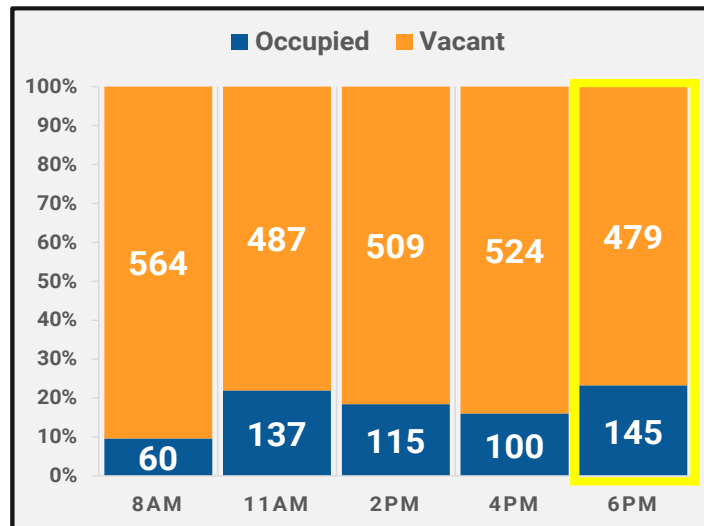
Parking Utilization Rates



Parking utilization rates are categorized in four groups, where 0-60% occupancy reflects low utilization, 60-80% is slightly busier, 80-90% is optimal, and 90%+ is at or over capacity.

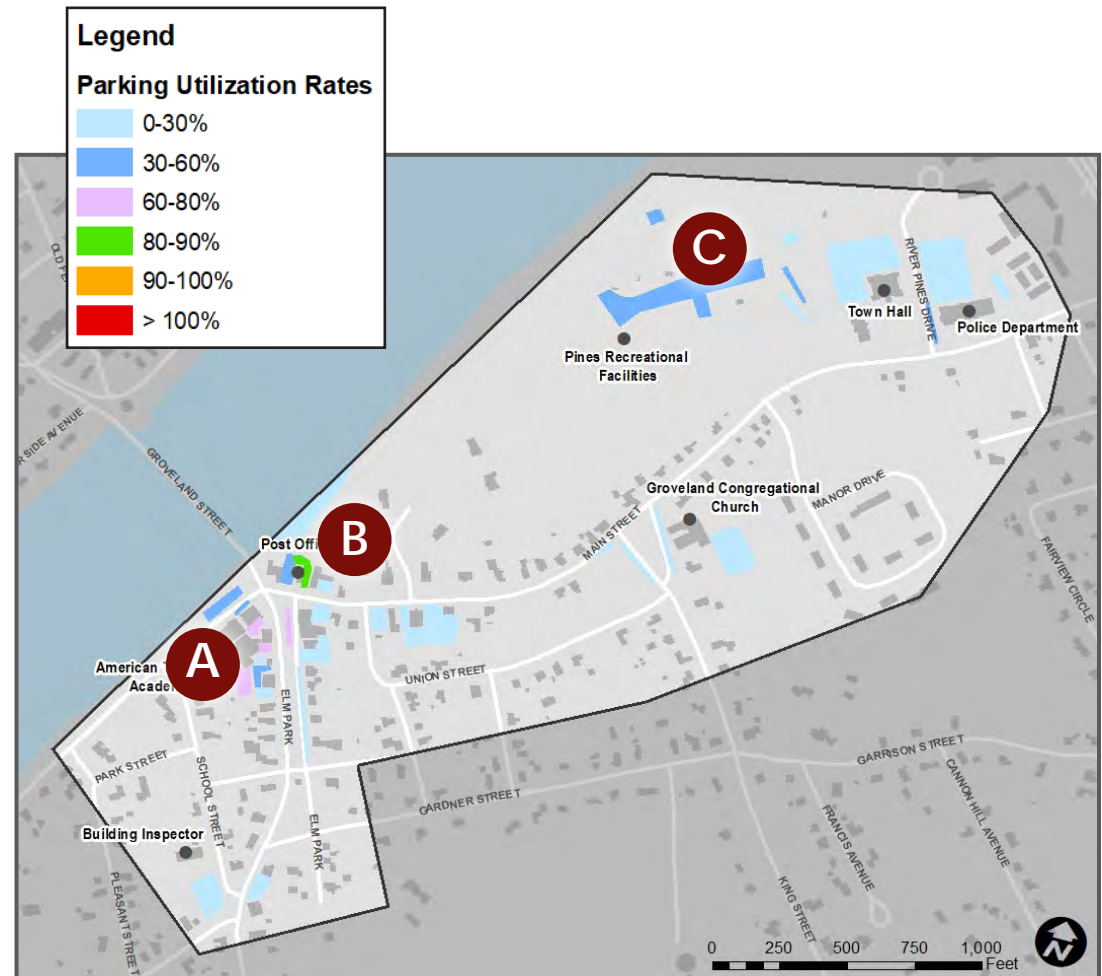
PARKING UTILIZATION | PEAK WEEKDAY - 6:00 PM

Overall Parking Utilization



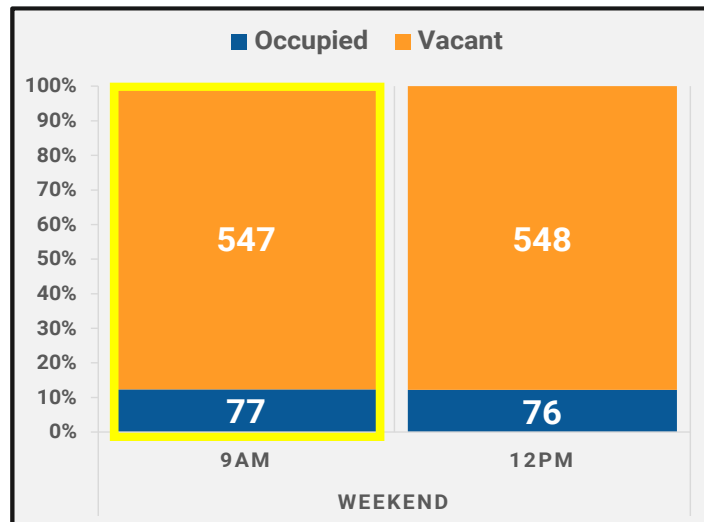
Observations

- A** Parking facilities west of Elm Park are busier but have capacity
- B** Private parking facilities close to the Post Office are well-utilized
- C** Pines Recreational field experiences moderate demand



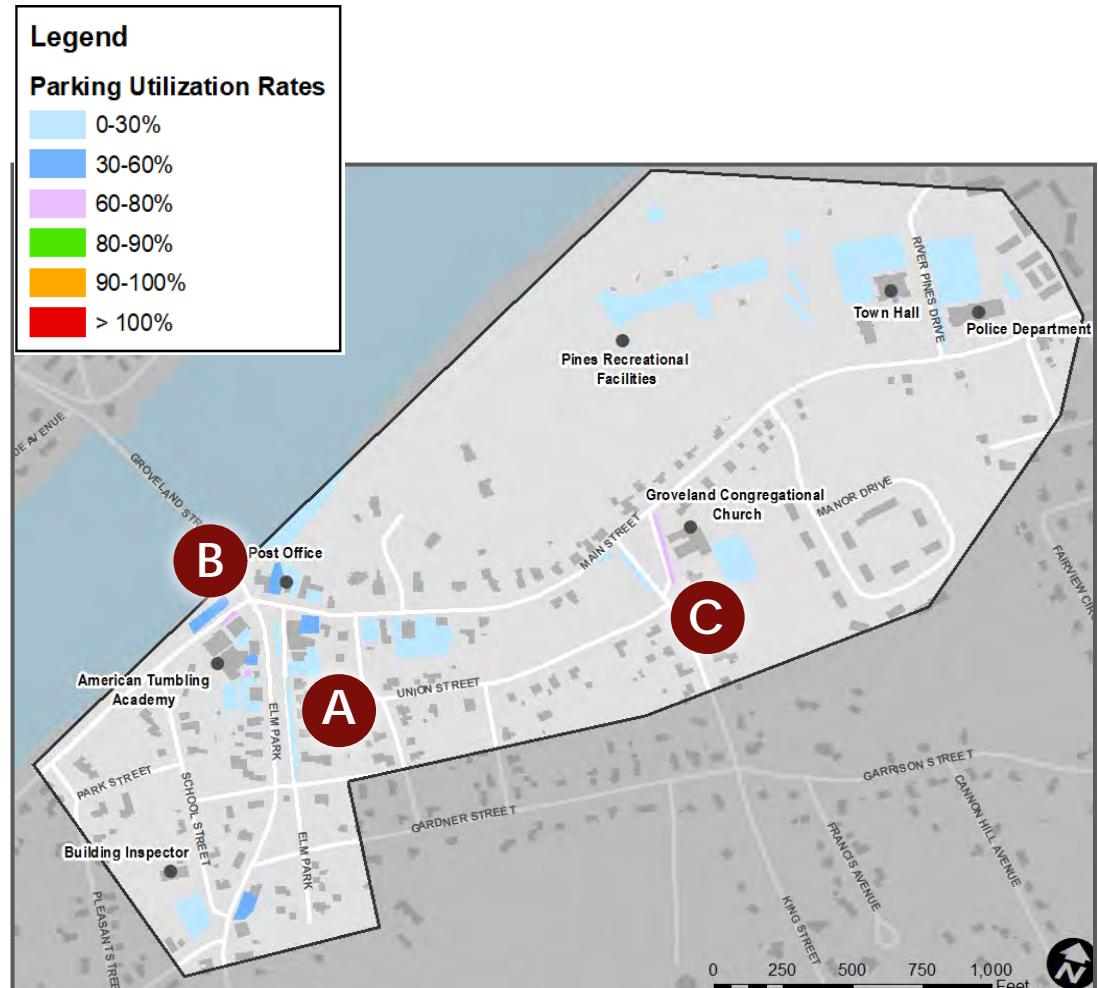
PARKING UTILIZATION | WEEKEND - SATURDAY, 9AM

Overall Parking Utilization



Observations

- A** Parking facilities in Elm Square are nearly vacant
- B** Private parking off-street lots off of South Main Street (by the river) is up to 60% utilized
- C** On-street parking adjacent to the church are busy (60-80% utilized)

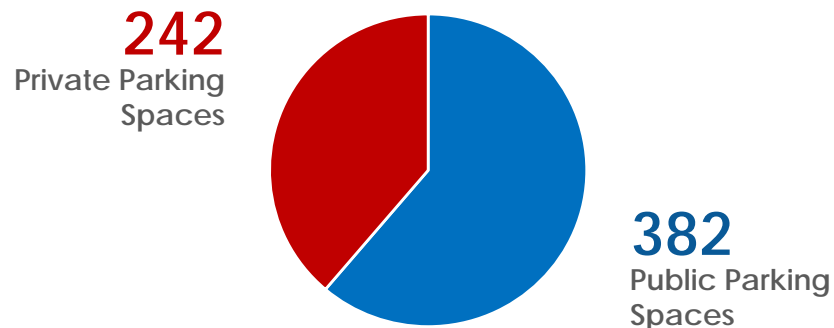


PARKING UTILIZATION | PUBLIC & PRIVATE PARKING DEMAND FINDINGS

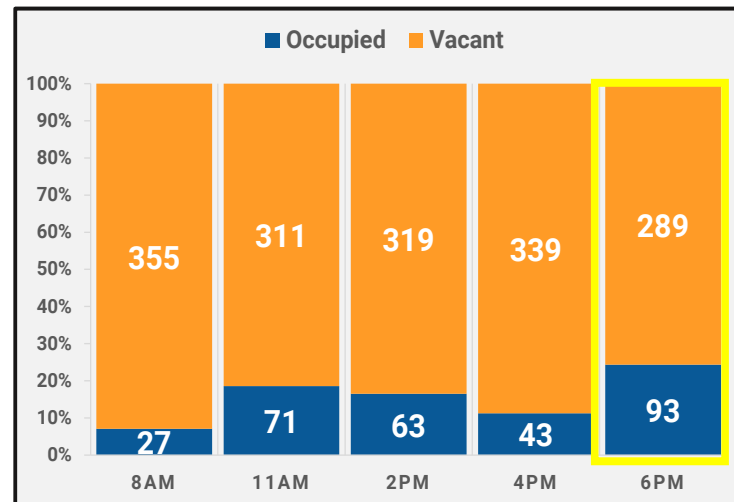
Key Findings:

- During the week, public parking is more utilized than private parking
- Private parking peaks during lunch hour

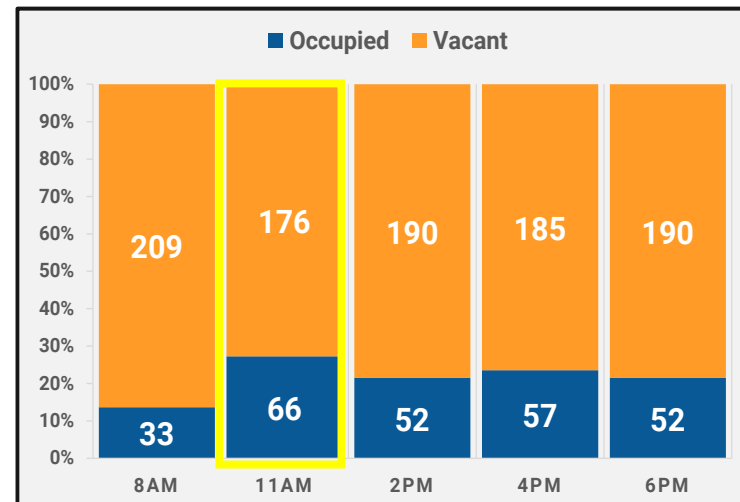
Total Public and Private Parking in Elm Square:
Although utilization is low in the entire Study Area, there is availability for visitors and residents to park in the 382 public parking spaces throughout Elm Square and the Study Area.



Weekday Public Parking (All)



Weekday Private Parking (All)

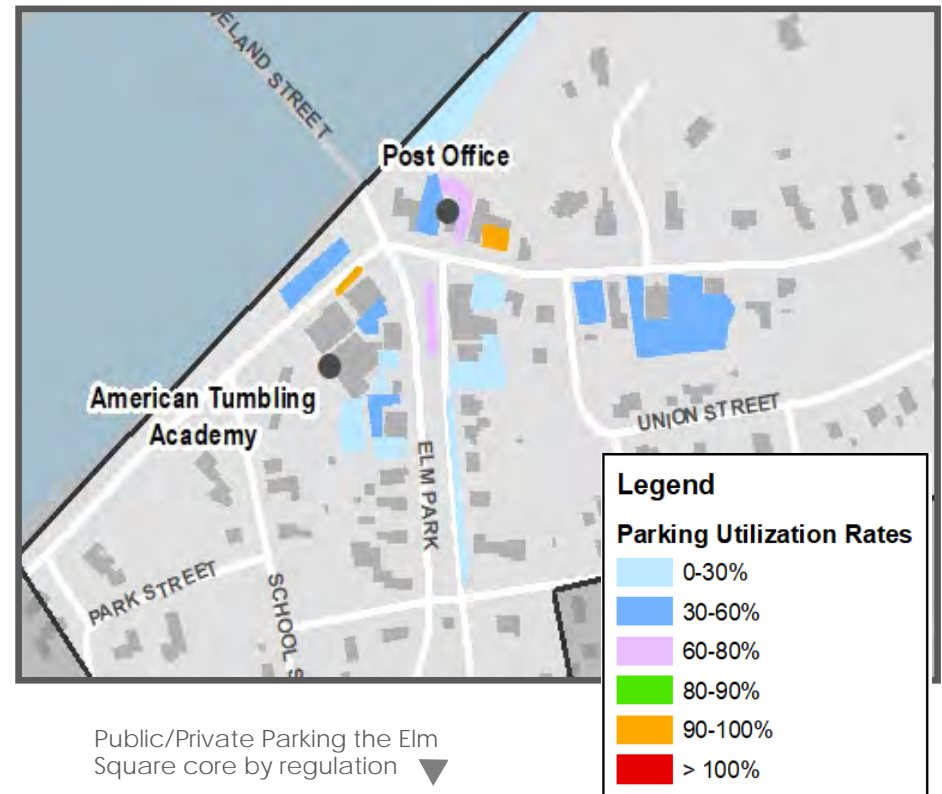
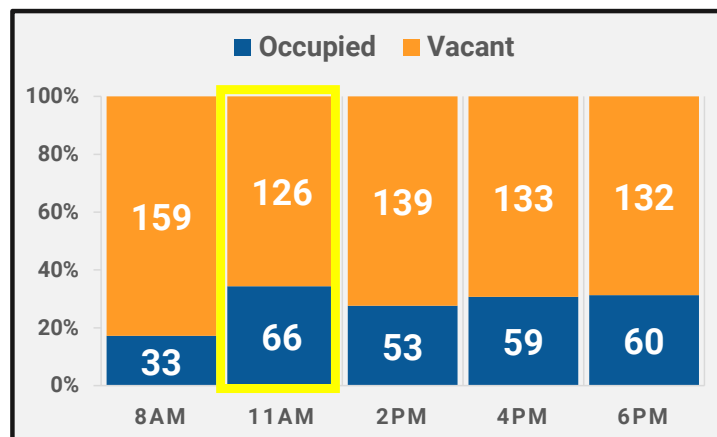


PARKING UTILIZATION | ELM SQUARE CORE WEEKDAY FINDINGS

Analyzing parking facilities in the Elm Square core, as reflected in the map to the right, provides a more accurate reflection of parking demand and use in the heart of Elm Square, as most parking facilities in the Study Area are located closer to Town Hall and recreational facilities. This core area includes popular uses and parking on Main Street and Elm Park.

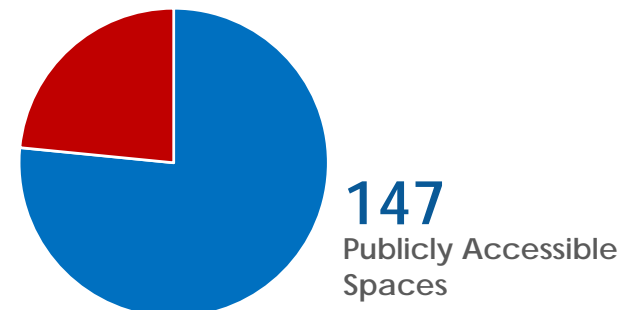
- Elm Square Core Total Parking Spaces = 192 spaces
- Peak weekday demand (11AM = 34%)
- 12 spaces on Elm Park pull-in spaces experience higher demand
- “Customer Only” parking facilities are busier during midday hours
- Elm Park public parking spaces are busy (60-80%)

All Public and Private Parking in the Elm Square core



Public/Private Parking the Elm Square core by regulation ▼

45
 Restricted
 Parking Spaces





III. PUBLIC PROCESS

PUBLIC PROCESS

The public outreach process provided the project team with a deeper understanding of how people currently use parking, the reasons why, and the ways that the parking system in Elm Square can be improved. Working with the Town, the study team facilitated targeted stakeholder workshops and worked with local business committees to understand parking issues and opportunities in Elm Square. These workshops included Town staff, Downtown business owners and members from the Elm Square Committee.

Key Findings

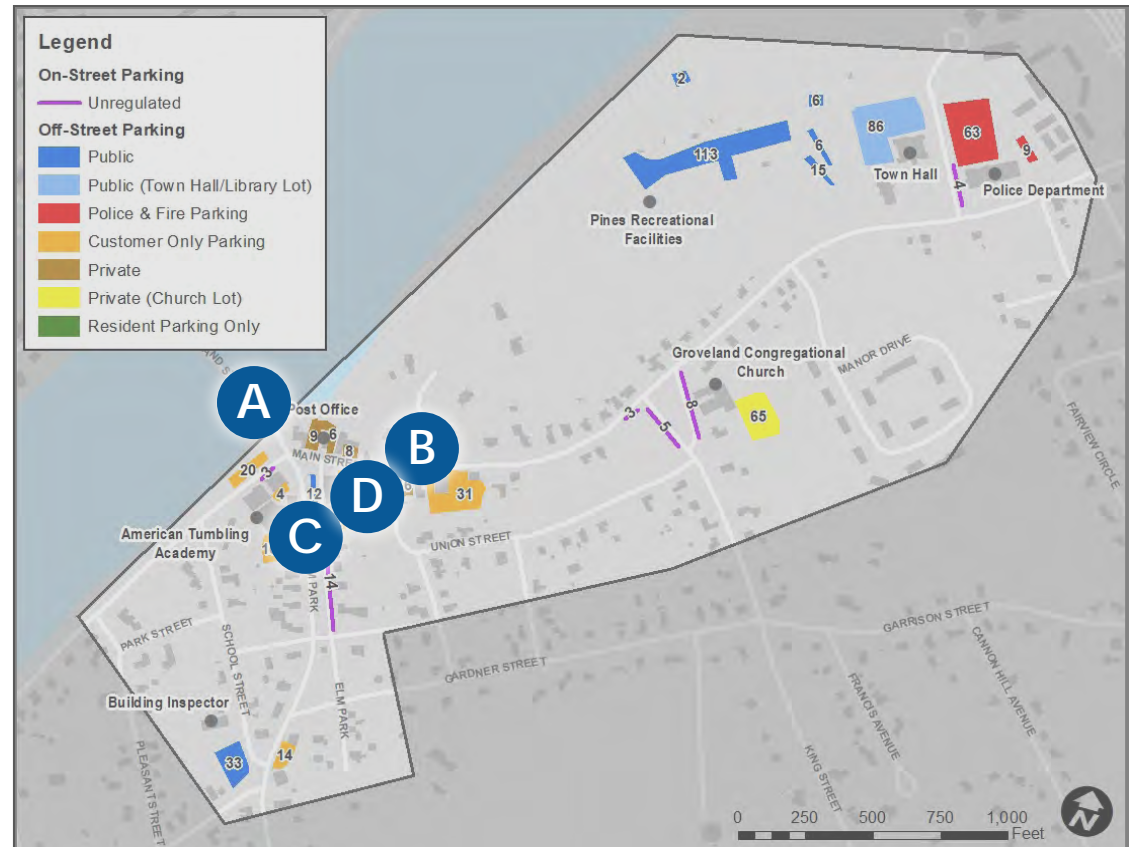
- Elm Square needs pedestrian-friendly **improvements to increase visitor traffic**
- Informal shared parking occurs in the core of Elm Square, but visitors are not encouraged
- Current parking facilities do not adequately connect patrons to storefronts
- Limited opportunities for re-use of **storefronts or in-fill development** due to the lack of dedicated parking

PUBLIC PROCESS | STAKEHOLDER ISSUES & OPPORTUNITIES

Stakeholders provided feedback on the parking system specific to key locations in Elm Square. The map to the right shows these highlights.

Observations

- A** Informal shared parking occurs frequently in Elm Square
- B** Elm Square needs to be more inviting for pedestrians, Elm Square visitors, and business patrons
- C** Elm Square does not have enough wayfinding signage (for parking, recreational facilities, and businesses)
- D** Parking facilities in Elm Square need to be better maintained



PUBLIC PROCESS | STAKEHOLDER WORKSHOPS

In the Summer, Fall, and Winter of 2020, the project team worked with the Town to conduct a series of meetings with the Elm Square Committee, and with Elm Square business and landowners. In these virtual workshops, key community stakeholders expressed their parking issues, concerns, and hopes for Elm Square. The project team had the opportunity to hear from key downtown stakeholders including the following:

- Town Planning Staff
- Elm Square Committee members
- Elm Square business owners
- Elm Square landowners

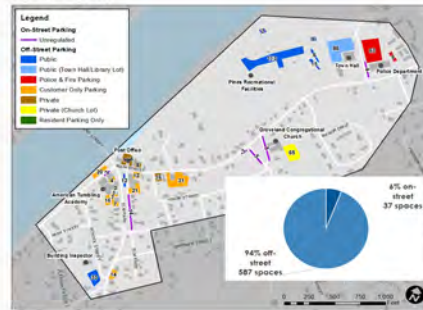
These events gave the parking study team an opportunity to receive feedback on the inventory analysis and parking issues within Downtown.

Another meeting took place on December 21, 2020, where the study team presented findings on utilization data and draft recommendations for feedback to the Board of Selectmen.

Elm Square - Study Area



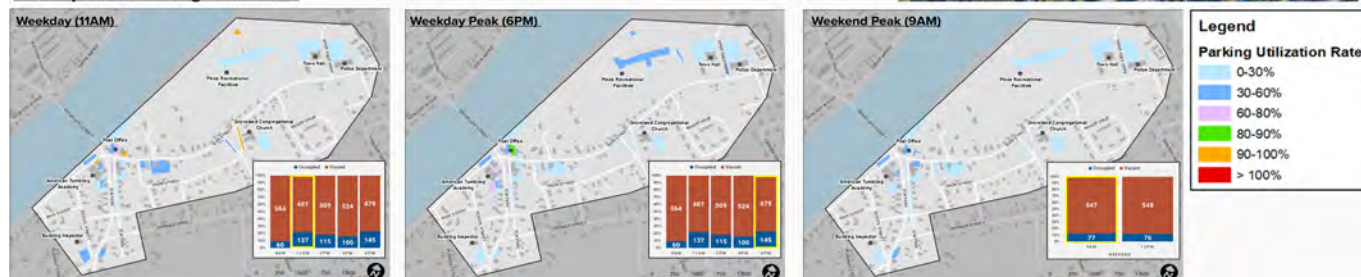
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Elm Square - Parking Issues & Opportunities



Elm Square - Parking Utilization



Due to the COVID-19 pandemic, the project team conducted stakeholder meetings virtually. The workshops consisted of an interactive session using the platform "Mural", which allowed participants to see maps, add comments, and provide feedback virtually.

A photograph of a street intersection. On the left is a three-story light-colored building with a sign that says "GROVELAND". A white car is parked in front of it. In the center, a road with double yellow lines leads to an intersection. A white car is driving through the intersection. On the right, there's a utility pole with a "PARK ANY TIME" sign and a double-headed arrow. A white house is partially visible on the far right. The sky is blue with some clouds. A blue rectangular overlay is at the bottom left, containing the text "IV. MULTIMODAL ANALYSIS".

IV. MULTIMODAL ANALYSIS

MULTIMODAL ANALYSIS

Connections for people walking are a key part of the parking system, as everyone who parks a car then must walk to their destination. In addition, the quality of infrastructure for people walking, biking, and taking transit is important to consider as part of overall access to Elm Square.

The following section provides a high-level overview of existing multimodal conditions in Elm Square. The project team analyzed the general connectivity and accessibility in the core of Elm Square, especially considering the safety and comfort of people walking to/from parking. The team also considered barriers to people walking and biking into Elm Square rather than driving.

MULTIMODAL ANALYSIS | MULTIMODAL CONDITIONS



MULTIMODAL CONDITIONS | KEY OBSERVATIONS



◀ Pedestrian routes between Elm Square businesses are not accessible, do not feel safe, and do not have curb ramps, marked crosswalks, and pedestrian signals.

There are no dedicated bicycle facilities in the core of Elm Square. ▶





V.

ZONING REVIEW AND PARKING DEMAND ANALYSIS

ZONING REVIEW AND PARKING DEMAND ANALYSIS

The following provides a high-level audit of existing land use and parking requirements. This section also includes the results of a modeling exercise that uses national parking standards to better understand the capacity of the existing parking supply to support current uses and potential future demand.

ZONING REVIEW | PARKING REQUIREMENTS IN GROVELAND

The Institute of Transportation Engineers (ITE) publishes the Parking Generation Manual that serves as a 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 Elm Square's relatively commercial environment.

Both zoning requirements and ITE standards provide parking ratios based on a unit of development, either per 1,000 square feet, per dwelling unit, or per seat in a restaurant or theater.

Groveland's parking requirements are generally higher than ITE standards for peak parking demand rates (see table to right). This indicates that Groveland's current zoning code may require developers to provide more parking than is necessary, particularly given that downtown is a mixed use, walkable environment and ITE's standards tend to be based on more suburban contexts. For example, one parking space in downtown Groveland may serve multiple uses.

Groveland Parking Requirements Compared to ITE

Use	Groveland Requirement (per 1,000 sf unless otherwise noted) ¹	National Stds (per 1,000 sf unless otherwise noted)	Above/Below
Apartments	1 for ≤1BR; 2 for 2BR+	1.2 (unit)	Below Above
Retail	4	2.55	Above
Restaurant	(1/4seats)	9.44	Below
General Office	3.33	2.47	Above
Medical Office	4.3	3.23	Above

All Groveland parking requirements were pulled from Article IX Clause 50-9.1 of the Zoning Code. Available online at ecode360.com, accessed March 2021.

Model code examples:

- **Somerville:** https://library.municode.com/ma/somerville/codes/zoning_ordinances
- **Newburyport:** https://library.municode.com/ma/newburyport/codes/code_of_ordinances?nodeId=APXAZOORNE
- **Northampton:** <https://ecode360.com/13265306>
- **Arlington:** <https://www.arlingtonma.gov/home/showpublisheddocument/43413/637533162693430000>

ZONING REVIEW | ZONING CODE REVIEW

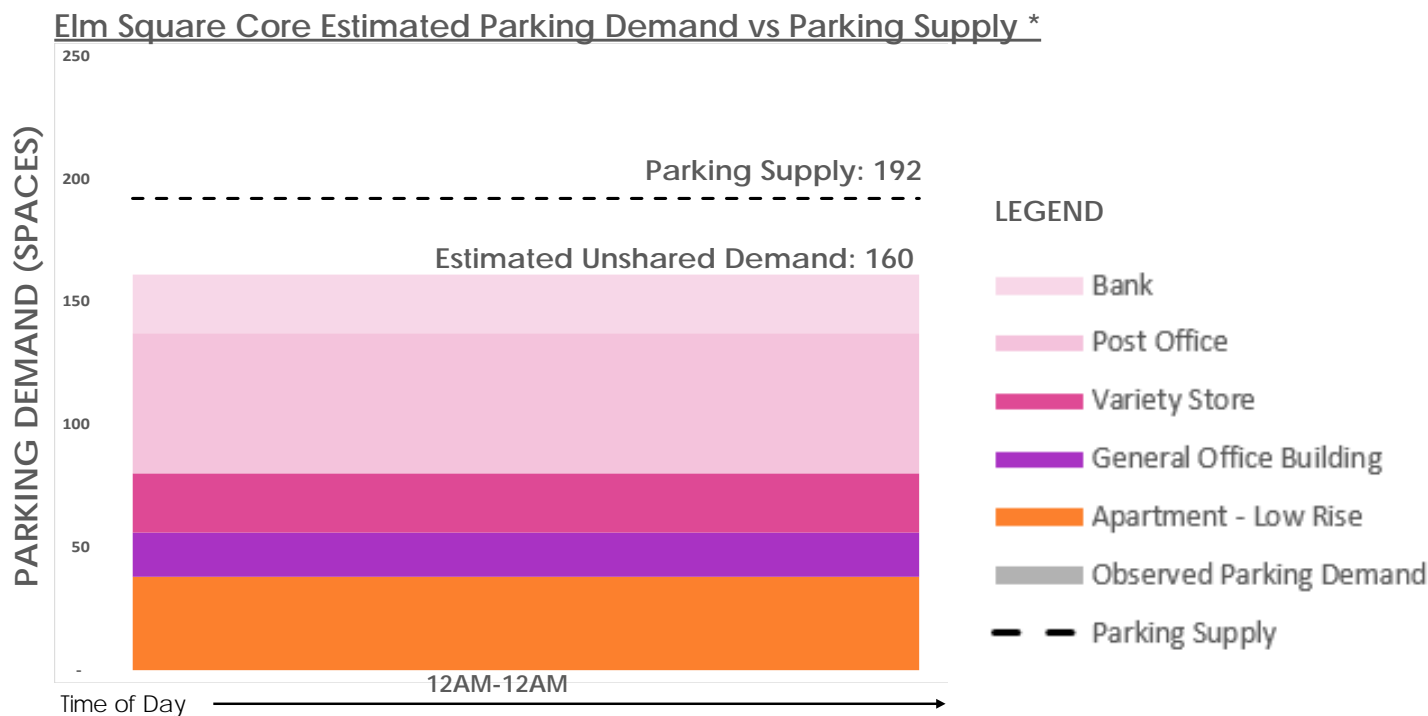
Parking standards in the zoning code have an impact on how land is used, and should allow for flexible downtown development that promotes walkability and vibrancy. The table below contains specific findings from this high-level review of Groveland's zoning codes. Overall, Groveland's zoning codes could be updated to better promote flexible development.

Code	Fosters Elm Square-friendly Development?	Impact on Elm Square Development
For business, commercial, and industrial uses, a minimum of one parking space per employee is required. The minimum number of non-employee parking spaces is two.	X	Limits redevelopment opportunities by requiring space be devoted to parking instead of an active use
Where a sidewalk abuts a parking area, there shall be a minimum of a three-foot grass strip. Low-impact development techniques such as bio-retention areas and infiltration shall be used where feasible.	✓	Requires developers to create parking environments that are safe for those walking on adjacent facilities.
Code does not require any multimodal accommodations, such as parking spaces for carshare, electric vehicles, or bicycles.	X	Does not require developers to build or provide bicycle or multimodal accommodations. In contrast, the code does require accommodations for cars.
There are regulations available for shared parking for mixed-use developments.	✓	Promotes shared parking agreements between uses to avoid providing excess parking.
Required parking facilities must be located on the same lot as the building or other use which they serve, except that by special permit from the ZBA (parking facilities may be located no more than 200ft from the building).	X	Limits shared parking opportunities and requires construction of more parking than necessary.

ZONING REVIEW | ESTIMATED UNSHARED DEMAND

A typical approach to estimating parking demand assumes that each land use in a downtown needs its own supply of parking, and thus simply adds together the amount of parking demand “required” for each use to estimate demand. The model below illustrates parking demand in the **Elm Square core (as seen on page 13)** during the weekday if each Downtown use had its own supply and occupied their entire supply throughout the entire day. Comparing this number to the actual supply in downtown shows that even with this conservative

approach, downtown parking supply exceeds demand. However, an analysis based on “real demand” more realistically reflects demand patterns that vary by use throughout the day. The Urban Land Institute (ULI) publishes the Shared Parking Manual, which provides analysts with a typical methodology to estimate real parking demand over time in a mixed use area like Elm Square. The project team used this manual to create a model if parking were to be shared across the Elm Square parking system.



**Parking Supply (192) and land uses in the parking demand models include those located in the Elm Square Core as shown on page 13*

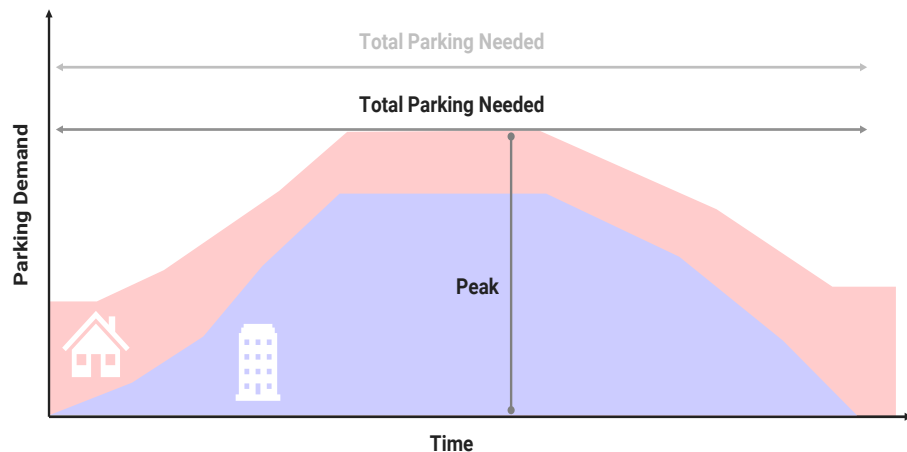
ZONING REVIEW | REAL PARKING DEMAND

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, which can be seen in the field counts collected during the weekday and weekend. 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 Groveland-specific model of demand throughout the day.

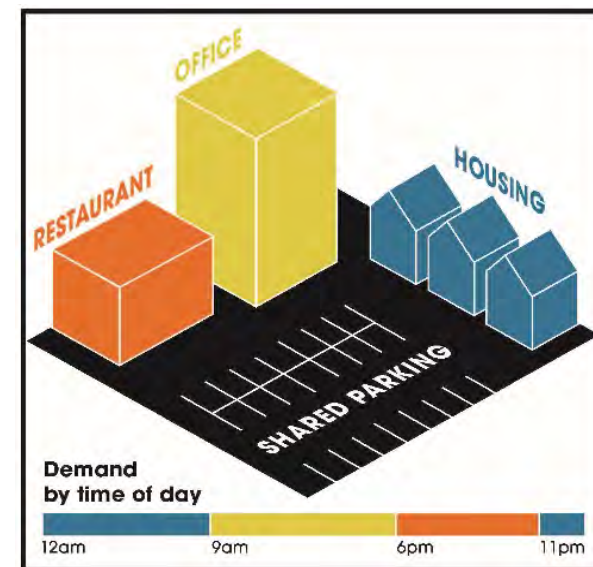
Using the ULI methodology together with parking demand rates from ITE, the project team modeled estimated demand in Elm Square, then compared it to the counts observed in the field.

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

Sample Office Parking Demand Over Time



▲ The curve above shows a more realistic parking demand profile for typical "office and residential uses". For office uses, parking demand increases during the day while employees are at work, and drops off in the "shoulder hours". On the other hand, parking demand is higher in the shoulder hours when residents are parked at their residence.

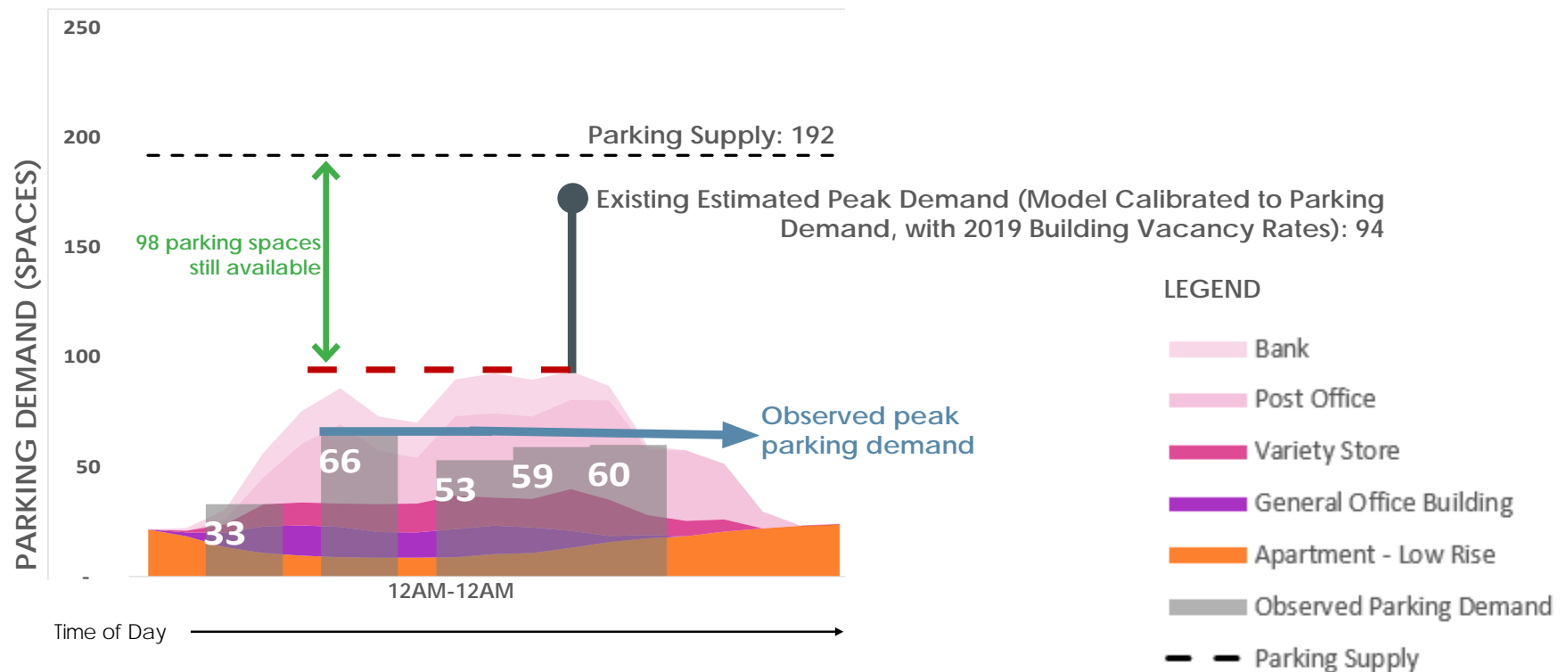


▲ Shared parking allows parking spaces to serve different uses as demand peaks throughout the day

ZONING REVIEW | ESTIMATED REAL DEMAND

The model below shows current parking demand calibrated to the study area's land uses, vacancy rates from the Market & Business Study conducted in 2019, and parking utilization. The model suggests that the Town can accommodate new development with the current parking supply, as there are still around 98 available spaces across the entire Elm Square parking

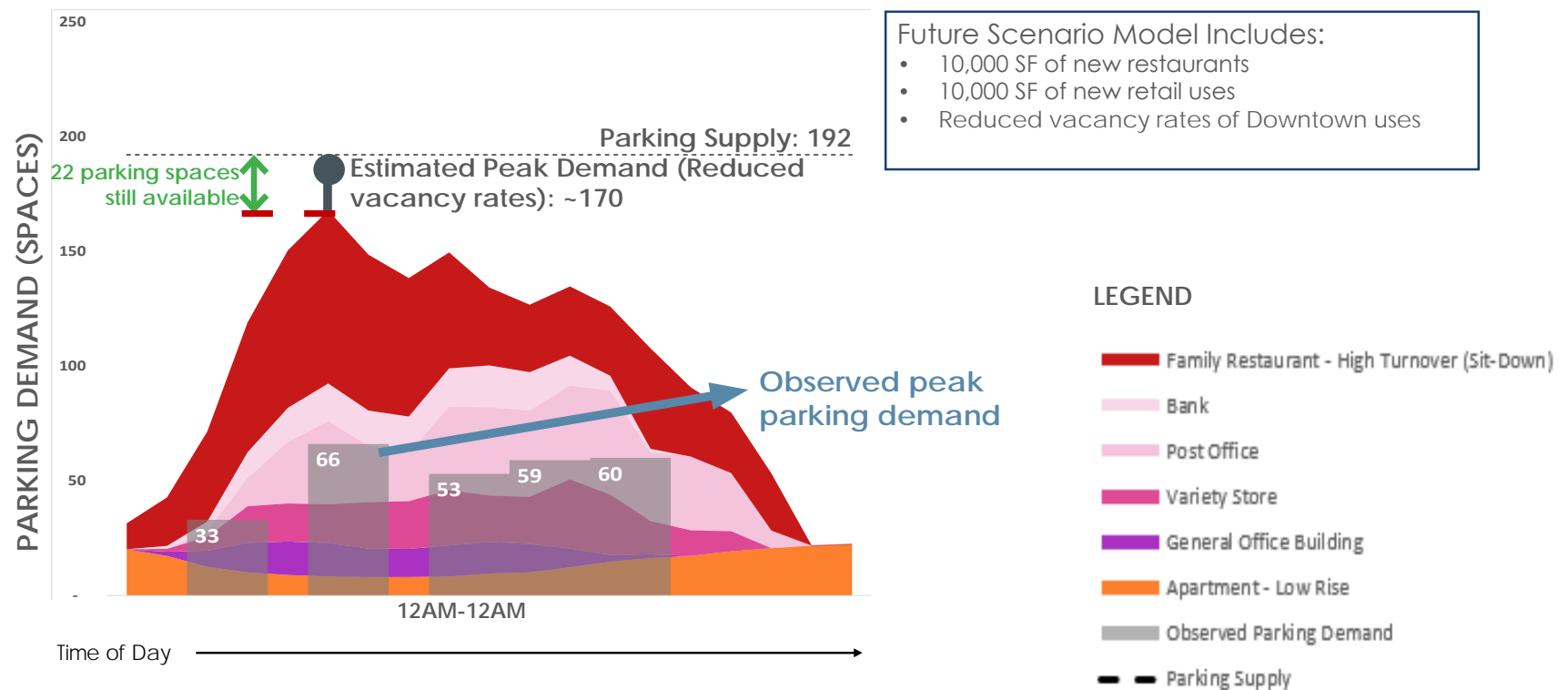
system. It is important to note that not all of this parking is in the exact right location or currently regulated appropriately to support additional development. However strategies that make use of some of this excess parking to support new development would save significant financial and land costs compared to building new parking.



PARKING DEMAND ANALYSIS | FUTURE SCENARIO 1

The model below shows future parking demand calibrated to full occupancy rates in Elm Square as well as new retail and residential development. The model suggests that the future parking system can accommodate new development with reduced vacancy in buildings, while still providing around 22 available spaces within the system. For example, in the “shoulders” of the demand curve

in the morning and in the evening, there are ample spaces available. The model also shows that under this development scenario, there would continue to be significant parking availability in the early morning and evening, suggesting that the area could support additional uses that peak at those times (such as residential or restaurant).





VI. RECOMMENDATIONS

RECOMMENDATIONS

Today's parking system in Elm Square adequately accommodates current demand, and there is **capacity to create a more flexible, accessible and user-friendly environment**. The following is an overview of recommended strategies to achieve that vision:

1. Designate publicly-available off-street parking with signage
2. Add on-street parking on key Elm Square corridors
3. Create a more walkable Elm Square
4. Create a shared parking program & encourage shared parking in Elm Square
5. **Reconfigure existing parking lots to expand shared supply**

These five strategies are explained in detail on the following pages.

Project Goals

- Document existing parking supply and daily demand
- Improve parking system for residents, employees, customers, and visitors
- Identify and recommend **parking supply efficiencies/** opportunities to improve parking in areas of higher demand
- **Develop flexible parking standards to support Elm Square Development**

1. DESIGNATE OFF-STREET PARKING WITH SIGNAGE AND WAYFINDING

What should the Town do?

In Elm Square, it is difficult to locate public parking and distinguish public lots from private facilities. As seen in the utilization data, public lots have the capacity to accommodate Elm Square's parking demand, however, they are not daylighted to visitors due to the lack of proper wayfinding and parking signage. Stakeholders noted the need for better, more integrated signage for visitors and residents. By enhancing public lots, the Town can make them more visible and appealing options for people looking to park in Elm Square. Investing in proper signage and installing them in these public lots can create a streamlined signage system and more pedestrian-friendly environment that safely connects parking facilities to Elm Square.

How would this work in Elm Square?

- Add wayfinding signage to off-street lots & key Elm Square "entrance" areas
- Use a unified brand of parking and gateway wayfinding signage to:
 - Intercept vehicle traffic on the hunt for parking and direct them to convenient parking locations
 - Direct people to other locations in Elm Square
 - Provide estimated walk times
 - Help customers return to their vehicles
- Help people on bikes find their way to/through Elm Square destinations
- Dispel perception that all off-street lots are public
- Signage will help people find parking that meets their needs and help them find their parked cars at the end of their trip
- Sign shared private lots as "Elm Square Parking"
- Create a wayfinding signage plan
 - Designate specific locations to place gateway and parking signs
- Add public lots to Google Maps
 - Give public lots official names
 - Add gateway signs to make them more visible to visitors

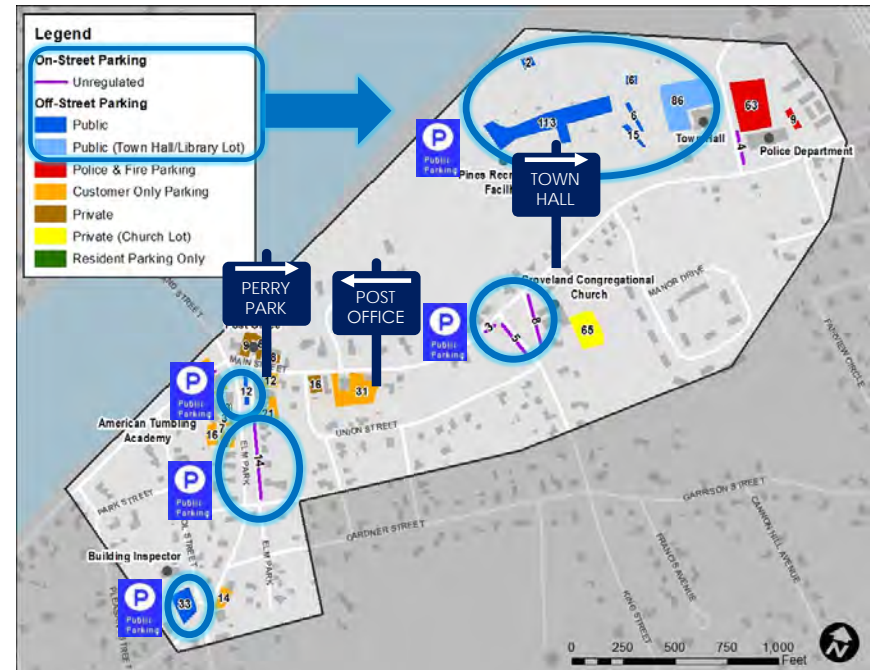


◀ Add public parking signage to public lots in Elm Square. Signage with official facility name and unified branding increases awareness of parking locations.

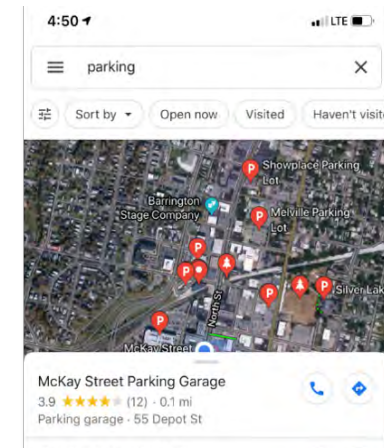
1. DESIGNATE OFF-STREET PARKING WITH SIGNAGE AND WAYFINDING



Branding increases visibility and highlights public lots. The Town should integrate their signage into one branding format, and add public parking facilities to existing and future signage.



Create a wayfinding signage plan that provides locations for both wayfinding and parking-related signage in Elm Square



A presence on Google Maps will help visitors easily locate parking upon arrival in Groveland.

2. ADD ON-STREET PARKING ON KEY ELM SQUARE CORRIDORS

What should the Town do?

On-street parking near Elm Square destinations would relieve pressure from the limited off-street public parking facilities, and would allow patrons to more easily access businesses and residences. These spaces can be used for more short-term uses, and free up spaces in off-street lots for longer-term uses. Currently, streets in the core of Elm Square prioritize vehicles, promote faster speeds, and are very wide. Implementing on-street parking on key streets can help to slow down traffic speeds and provide a natural buffer between vehicles, pedestrians, and bicyclists.

How would this work in Elm Square?

- Install on-street parking at:
 - Elm Park
 - South Main Street
 - Route 113/Main Street
- Encourage short-term parking at on-street spaces by providing signage stating “Short-term parking only”
- Encourage long-term parking in off-street parking facilities
 - Leave most convenient spaces for shorter trips, such as visitors and customers (particularly at the on-street spaces)
- Monitor parking demand over time to assess the impacts of implementing on-street parking
- Slow down traffic and encourage visitation to Elm Square destinations and attractions



▲ Add on-street, public parking on key streets in Elm Square including Elm Park and Main Street

2. ADD ON-STREET PARKING ON KEY ELM SQUARE CORRIDORS

Elm Park

Proposed Design: ~26 spaces existing + 14 proposed



Adding on-street parking can help calm traffic on key streets in Elm Square and provide short-term parking directly adjacent to businesses and storefronts.

South Main Street

Proposed Design: ~24 spaces existing + 4 proposed



Route 113/Main Street

Proposed Design: ~6 spaces existing + 6 proposed



3. CREATE A MORE WALK-, BIKE- AND TRANSIT-FRIENDLY ELM SQUARE

What should you do?

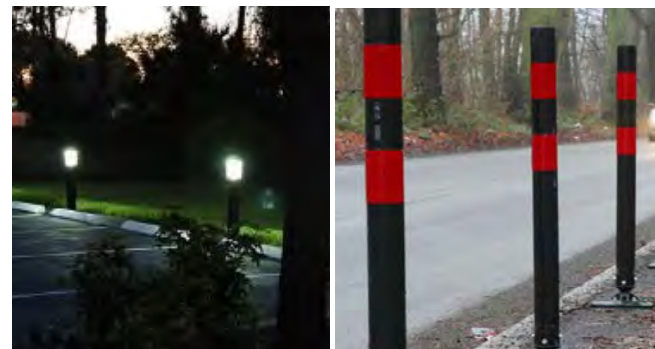
Improved walk, bike and transit amenities will help reduce demand for single-occupancy vehicle (SOV) trips, which in turn reduces pressure on limited parking resources. Elm Square has a walkable scale and connected sidewalk network, which should be promoted and enhanced wherever feasible as part of a comprehensive parking demand management strategy.

In addition, there are smaller-scale improvements that can help make it easier for people to park and walk a few blocks to their destination in Elm Square. By implementing small changes to the multimodal network, Elm Square can become more of a park-once environment, which can encourage visitors to visit various attractions by means other than driving.

How would this work in Elm Square?

- Improve safety conditions and accessibility for those who walk, bike, or roll
 - Add crosswalks
 - Add traffic calming elements to roadways
 - Add ADA accessibility elements (ADA ramps, detectable panels)
 - Implement barriers between vehicles and pedestrians such as landscape buffers or streetscape furniture

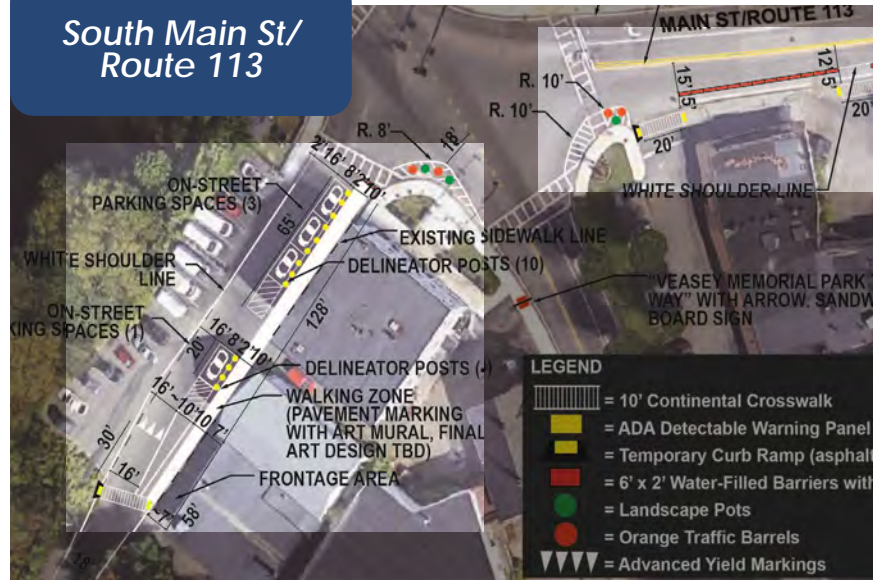
- Add lighting in off-street parking facilities and along sidewalks where necessary
- Engage the Pentucket Arts Foundation to implement murals
- Short-term accessibility and pedestrian-friendly improvements include:
 - Consider temporary bump-outs, protected with bollards
 - Restripe and widen crosswalks
- Prepare for bicycle facilities and accommodations
 - Improve markings on key streets in Elm Square
 - Install bike parking adjacent to Elm Park
 - Add bollards to create a shared-use path



◀ Lighting and traffic-calming infrastructure can make Elm Square feel more accessible and safe for those walking, biking, or rolling.

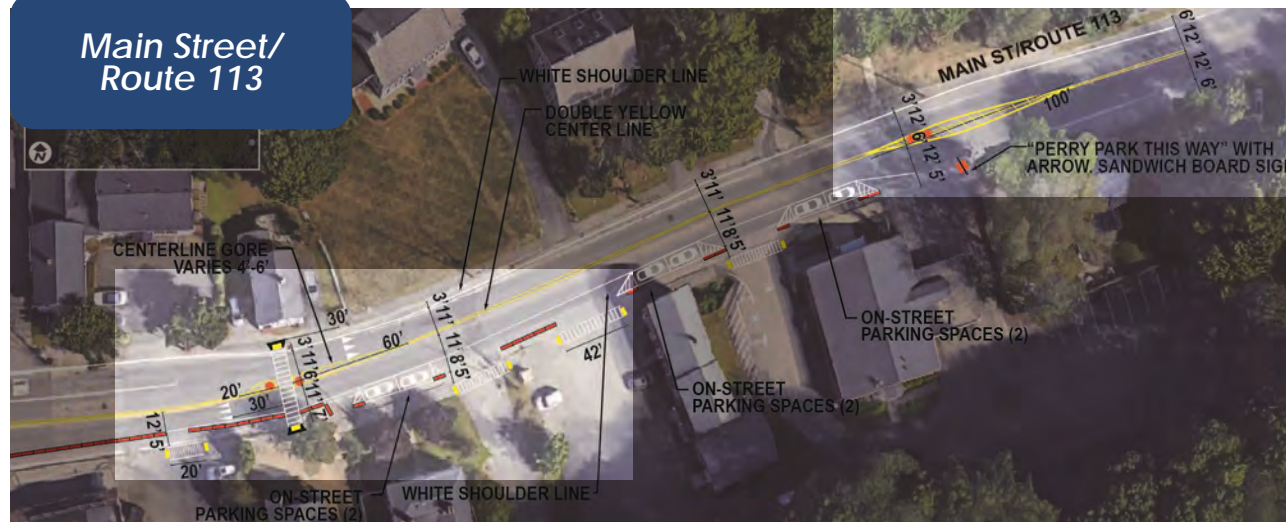
3. CREATE A MORE WALKABLE ELM SQUARE

South Main St/
Route 113



Improvements at key intersections along Main Street will increase walkability in Elm Square and improve connectivity between storefronts and attractions. Temporary bump-outs can be installed and painted to beautify Elm Square and provide temporary traffic calming efforts.

Main Street/
Route 113



4. CREATE A SHARED PARKING PROGRAM & ENCOURAGE SHARED PARKING IN ELM SQUARE

What should the Town do?

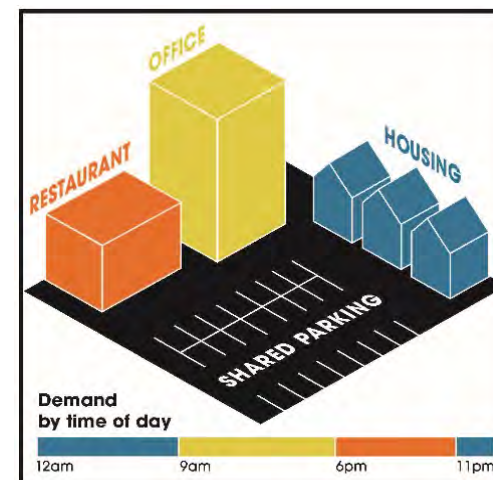
Creating and formalizing shared parking agreements opens up private parking supply to allow for additional public parking. In Elm Square, certain private lots such as the Post Office lot and bank parking have the potential to alleviate parking congestion in other locations as they experience low utilization levels during peak hours. These lots could also provide parking for future development to avoid building more supply. Shared parking agreements can take on a variety of forms, including:

- Shared parking between two complimentary uses and unlock “restricted” parking facilities
- Using underutilized parking for a specific group, such as restaurant employees using bank parking at night through an agreement between limited entities
- Town working with private property owners to open underutilized parking to the general public

How would this work in Elm Square?

- Identify underutilized parking lots that could be used for shared parking opportunities, based on the data included in this study
- The Town can take the lead (for example via the designated parking clerk) to facilitate shared parking agreements between existing and/or new businesses
- Provide public incentives for private lot owners to encourage sharing, such as snow clearance, general maintenance, and signage

- Consider a pilot project with an underutilized but restricted lot to open its parking for public use. This could start small, for example: in the hours after the associated business is closed, its parking is open to the general public.
- Keep sample shared parking agreements on file at Town Hall to streamline implementation (Appendix C) .t



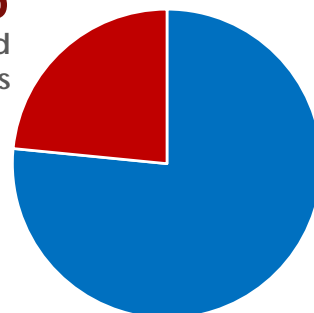
Shared parking can unlock parking facilities for multiple uses without adding costs or using more land.

4. CREATE A SHARED PARKING PROGRAM & ENCOURAGE SHARED PARKING IN ELM SQUARE



▲ The Town can give a business or property owner parking signage that contains information on when the public can use private parking facilities and where they are allowed to park.

45
Restricted
Parking Spaces



147
Publicly Accessible
Spaces

◀ Restricted vs publicly accessible parking spaces in Elm Sq core

Weekday Peak (11AM)



▲ During the weekday peak (11AM), certain private off-street lots are never over 60% utilized. If landowners entered into shared parking agreements with the Town, some of these spaces could be unlocked for the public and shared between different uses.

4. CREATE A SHARED PARKING PROGRAM & ENCOURAGE SHARED PARKING IN ELM SQUARE

Why should Business owners share their parking facility?

- Create “new” parking for business patrons during off-hours for adjacent, different uses.
- This happens already among regular users, however visitors are not aware of informal parking facilities

What are the benefits of sharing your facility?

- Town can offer in-kind services, to re-pave lots, add landscaping, provide lighting and signage, maintain the facility, and provide winter maintenance/plowing services

How can the Town help promote shared parking?

- Serve as a mediator between involved parties, ensuring land rights are protected and maintaining any grandfathered zoning privileges.
- Act as neutral arbiter / “middle man” to lessen landowner effort in arranging fair designation of spaces between private and public, establishing times and days of week for sharing, and ensuring fair protections and exit clauses.
- Provide technical assistance to find sample shared parking agreements, overcome liability concerns, and provide best practice approaches.

Case Studies from Nearby Municipalities

Marlborough, MA

- *Allows shared parking in all districts for uses with different peak periods (i.e., offices vs residential buildings), allowing reductions of up to 1/2 of the minimum parking required for the uses separately.*
- *Requires reduced parking demand documentation & notification of open space for each parking space not provided due to shared parking*

Stoneham, MA

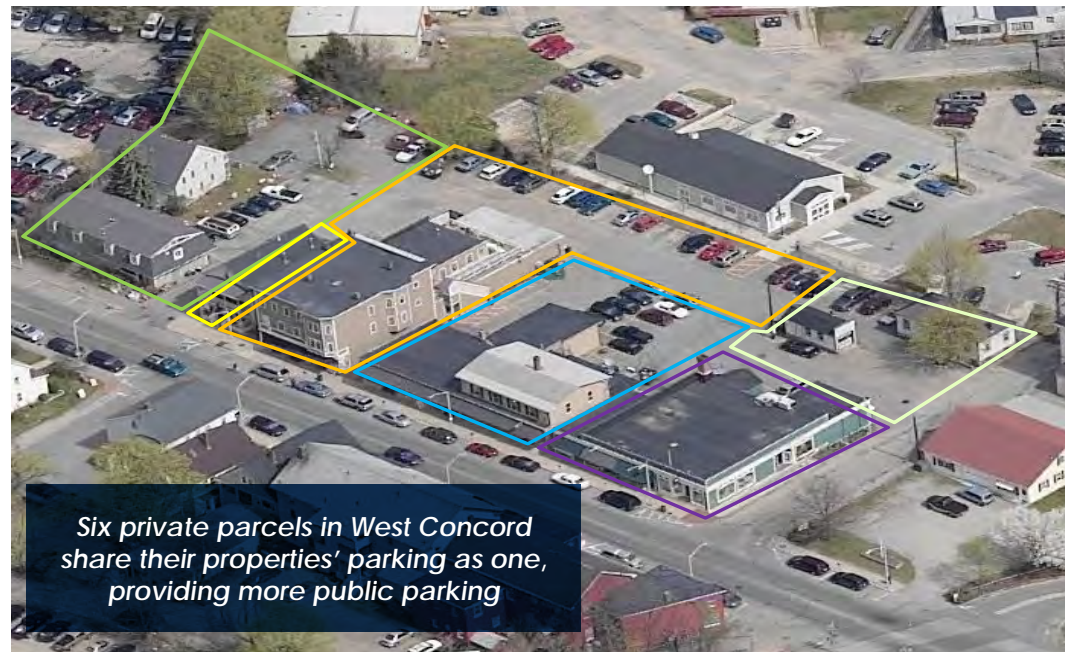
- *Can implement shared parking by special permit (upon Planning Board approval)*
- *Up to 50% of required spaces can be shared (with uses of different peak periods)*
- *Involved parties must sign a joint-use agreement*

4. CREATE A SHARED PARKING PROGRAM & ENCOURAGE SHARED PARKING IN ELM SQUARE

Case Studies from Nearby Municipalities

West Concord, MA

- *Allows shared parking between multiple uses, so long as the involved part provides the amount of parking in proportion with the use requiring the greatest # of spaces*
- *The Planning Board can approve a reduced in the number of parking spaces*
- *A written agreement must be signed between all involved parties*



4. CREATE A SHARED PARKING PROGRAM & ENCOURAGE SHARED PARKING IN ELM SQUARE

EXAMPLE:

301 & 291 Main Street

Existing Conditions
(~23 spaces)



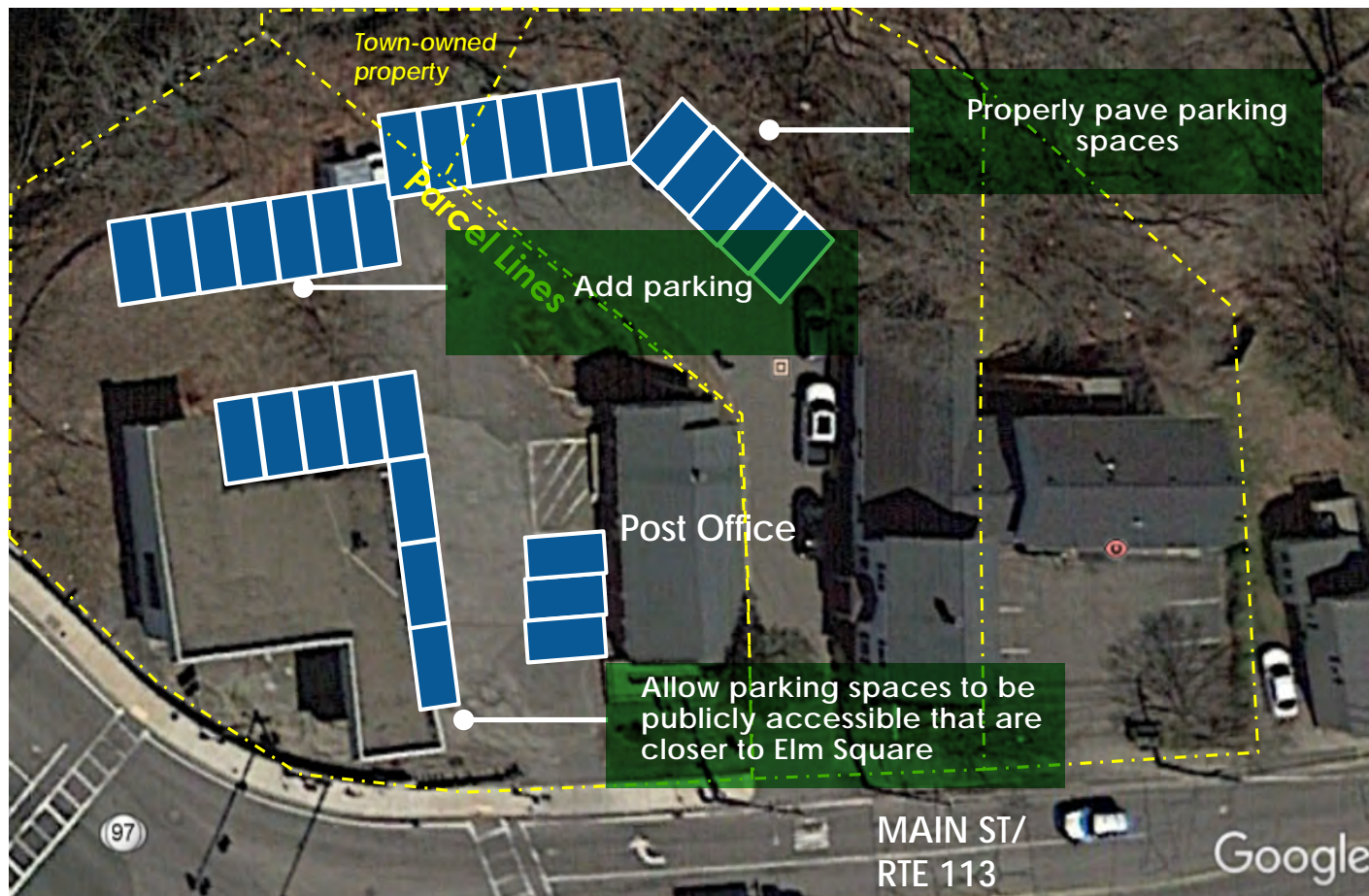
◀ Currently, existing private lots are not designed properly to maximize parking, do not have clear regulations about parking protocols, and do not connect well to Elm Square attractions and street.

4. CREATE A SHARED PARKING PROGRAM & ENCOURAGE SHARED PARKING IN ELM SQUARE

EXAMPLE:

301 & 291 Main Street

Proposed Design
(~33 spaces) + 10



By implementing shared parking agreements, private lots such as the lots at 301 and 291 Main Street can be designed to accommodate more parking spaces, be designed to improve the flow of the lot, and be better integrated into the Elm Square parking system.

5. RECONFIGURE EXISTING PARKING LOTS AND OPEN SPACES

What should you do?

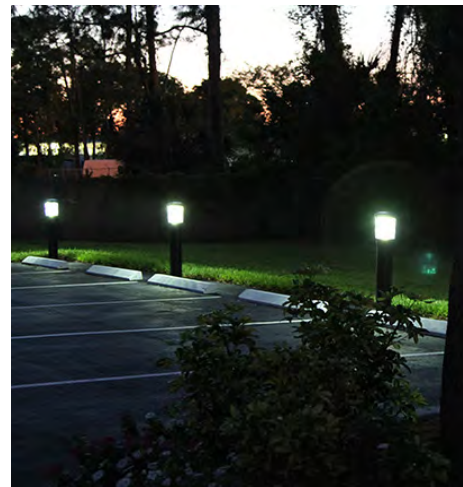
In Elm Square, visitors are unclear of where to park given the lack of regulations, signage, and proper infrastructure. By creating a formal shared parking agreement system, landowners can apply for agreements and use Town funding to improve their lots and make them more attractive. By entering into these agreements, the Town can also have access to use these facilities for public parking and for Town events and open space activities. Investing in upgrades to these lots can not only make parking facilities more attractive, but create a streamlined signage system and more pedestrian-friendly environment that safely connects parking facilities to Elm Square.

How would this work in Elm Square?

- Beautify parking facilities
- Create more parking spaces in current facilities
- Use shared parking agreements to open restricted parking lots
- Create attractive spaces for Farmers Markets, parks, and Elm Square events



◀ Redesigning and repaving off-street parking facilities can create a more streamlined parking system, which is easy for patrons and Elm Square visitors to understand as they visit businesses and storefronts in Elm Square. Shared parking agreements can help use Town money to beautify these facilities.



5. RECONFIGURE EXISTING PARKING LOTS AND OPEN SPACES





TECHNICAL APPENDICES

APPENDIX A | PARKING INVENTORY AND UTILIZATION MAPS

Legend


On-Street Parking

— Unregulated

Off-Street Parking

Public


Public (Town Hall/Library Lot)

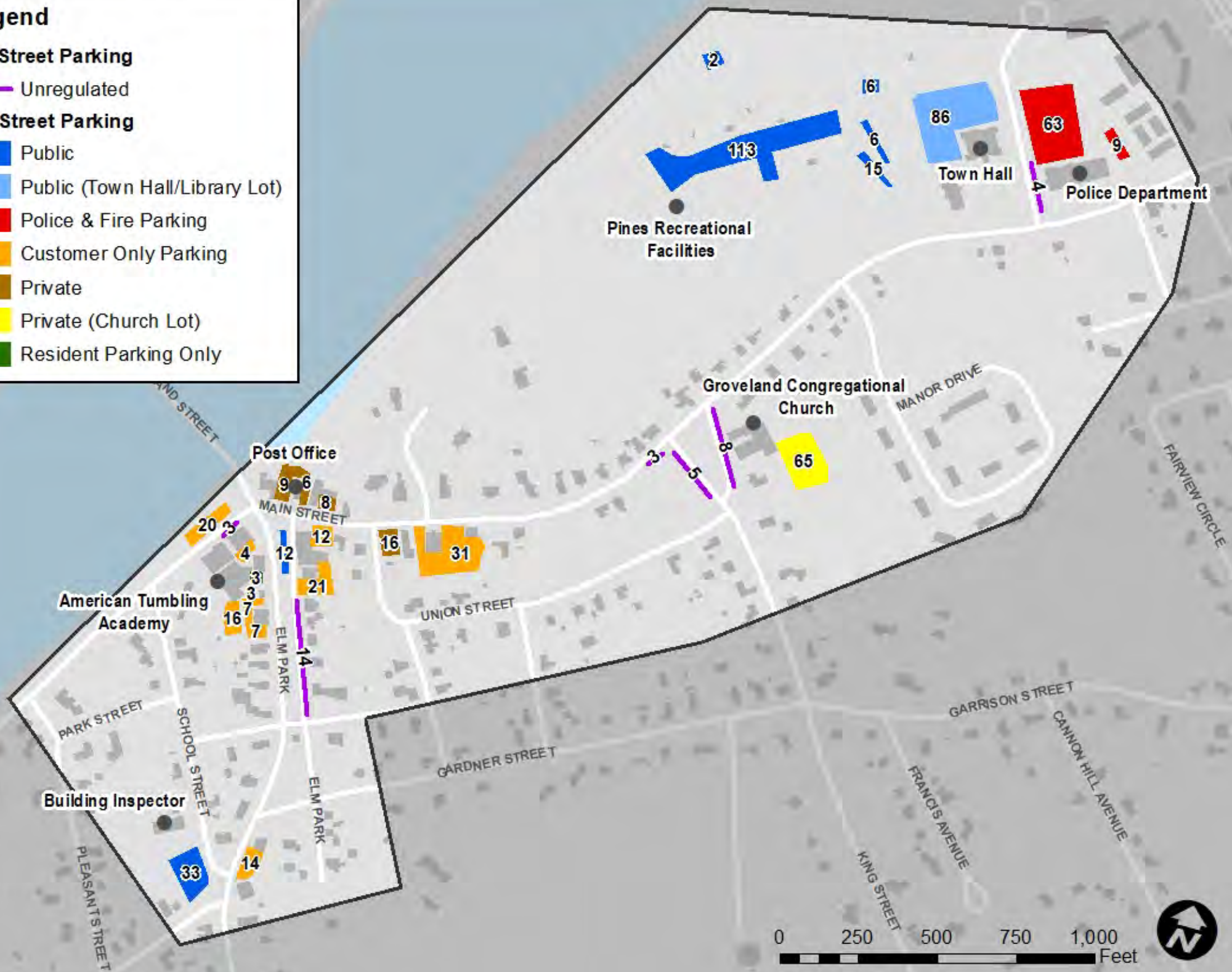
 Police & Fire Parking

 Customer Only Parking

Private

Private (Church Lot)

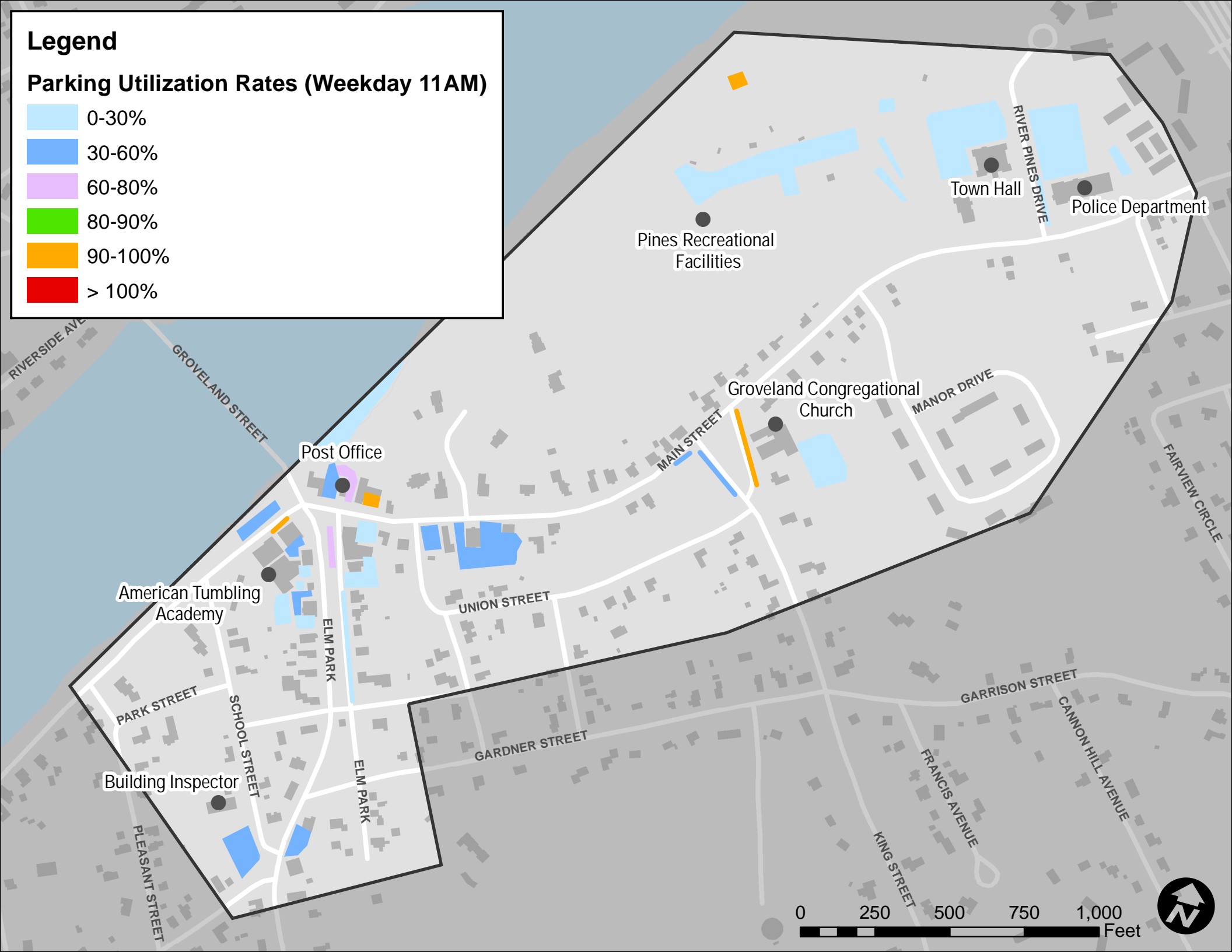
 Resident Parking Only



Legend

Parking Utilization Rates (Weekday 11AM)

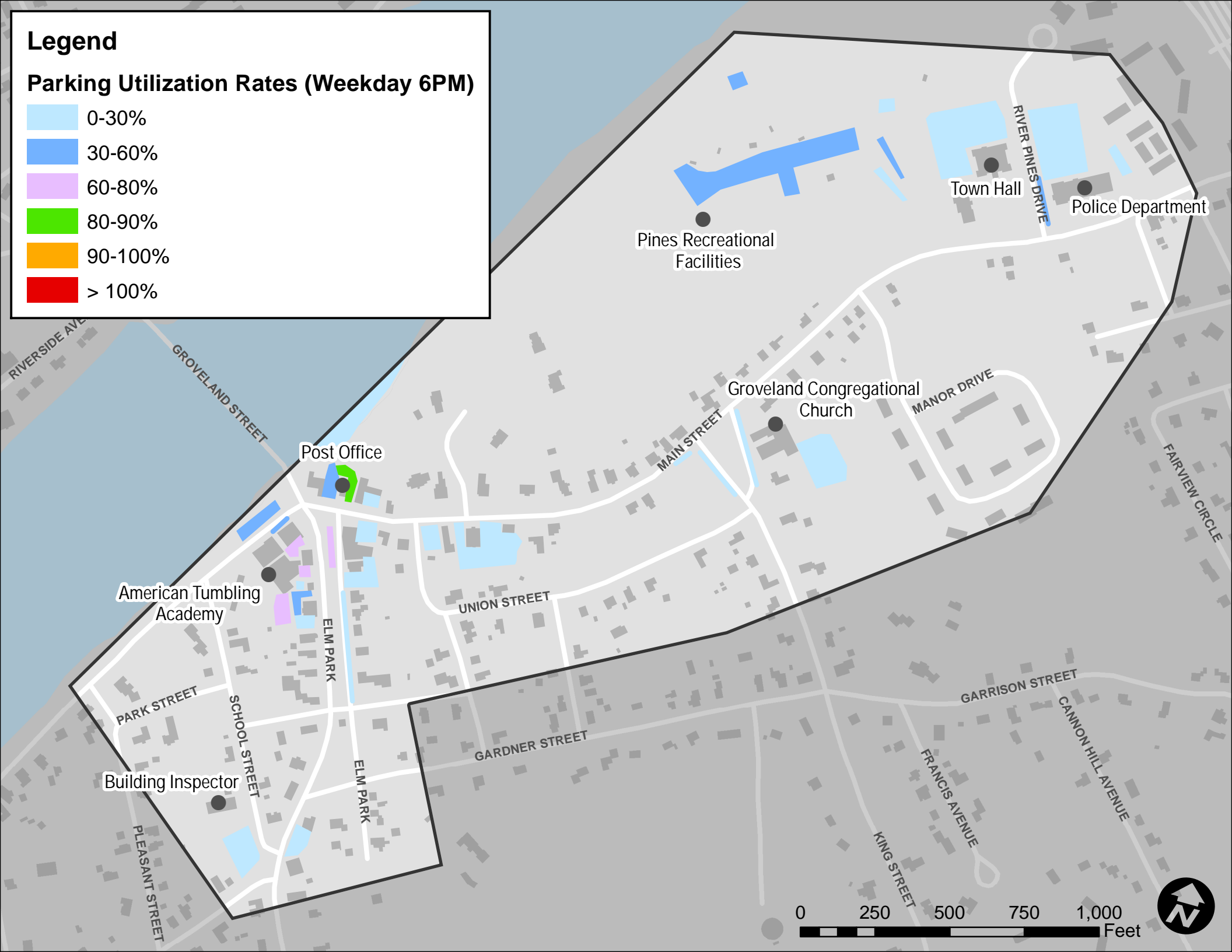
- 0-30%
- 30-60%
- 60-80%
- 80-90%
- 90-100%
- > 100%



Legend

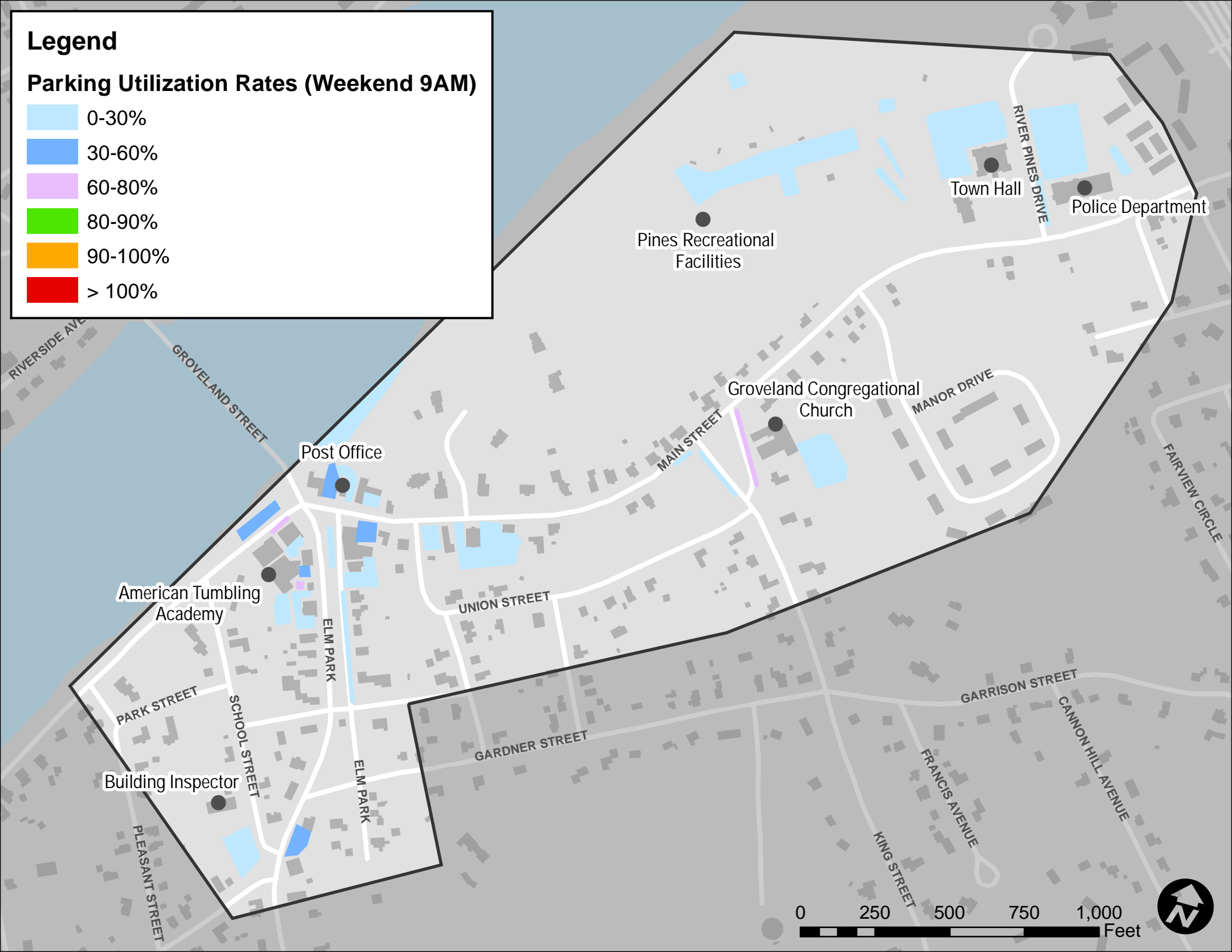
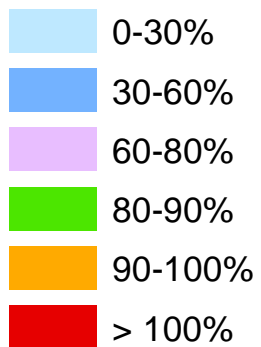
Parking Utilization Rates (Weekday 6PM)

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



Legend

Parking Utilization Rates (Weekend 9AM)



APPENDIX B | STAKEHOLDER MEETING PRESENTATIONS

ELM SQUARE PARKING PLAN

Elm Square Committee Meeting
July 2020



AGENDA



Overview of Scope
Draft Study Goals
Project Schedule
Study Area
Parking Inventory & Demand
Working Session
MassDOT Shared Streets Program:
Elm Sq Design



OVERVIEW OF PROJECT SCOPE

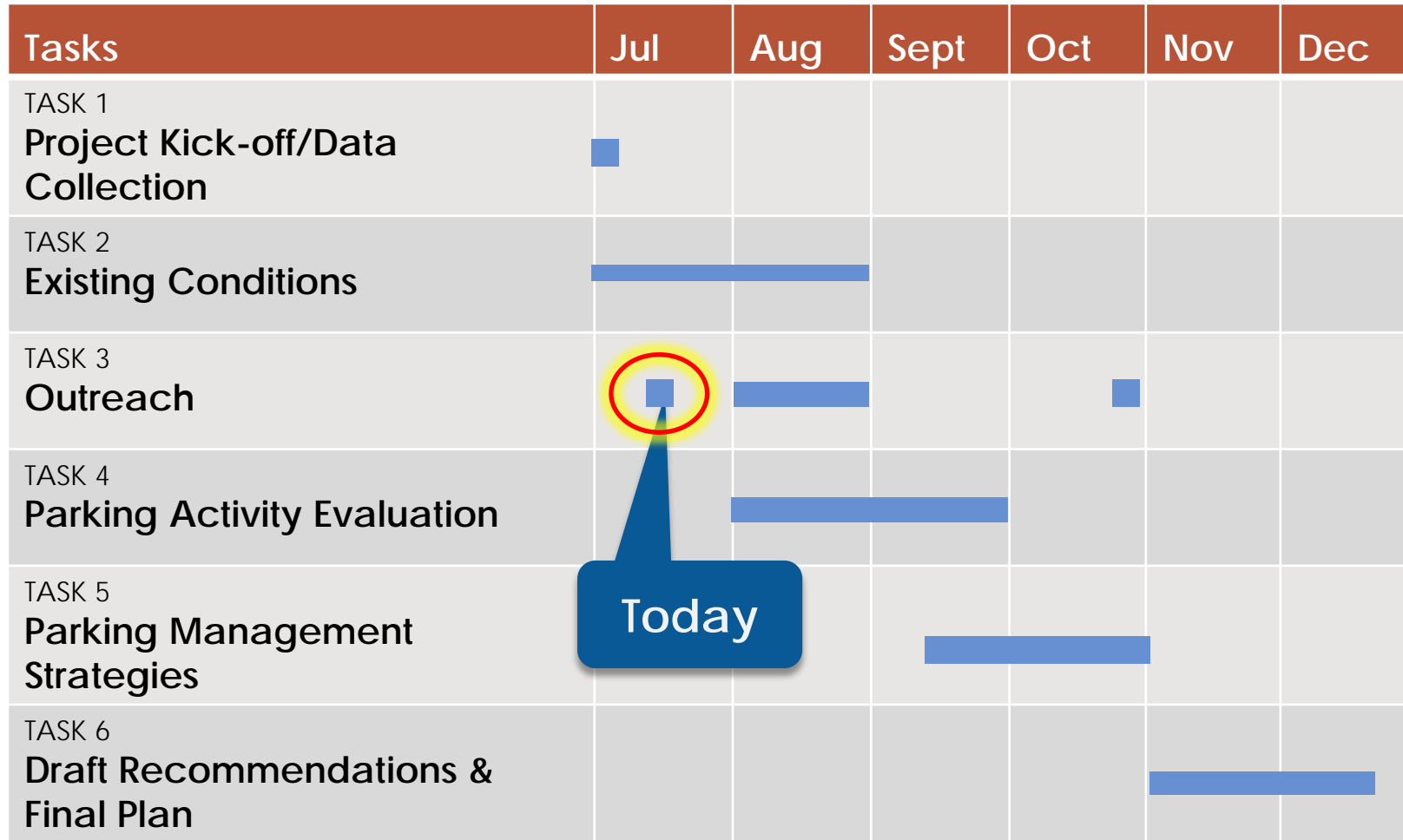
- Project Initiation
- Parking Existing Conditions
- Stakeholder & Public Outreach
- Parking Activity Evaluation & Zoning Analysis
- Parking Management Strategies
- Draft Recommendations & Final Plan

STUDY GOALS AND PROCESS

1. Document existing **parking supply** and **daily demand**
2. Improve **parking system** for residents, employees, customers, and visitors
3. Identify and recommend parking supply **efficiencies/opportunities** to improve parking in areas of higher demand
4. Develop flexible **parking standards** to support Elm Square development



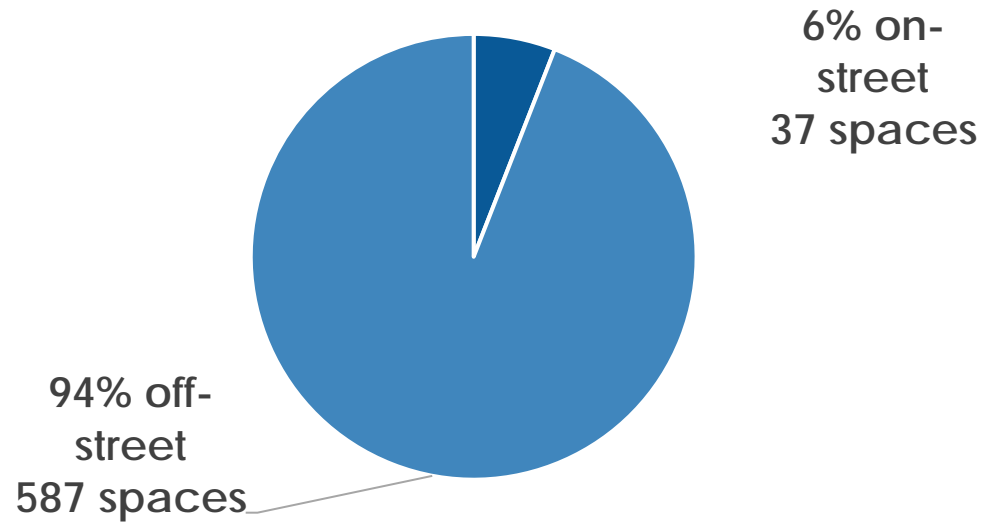
STUDY SCHEDULE



STUDY AREA



EXISTING PARKING SUPPLY

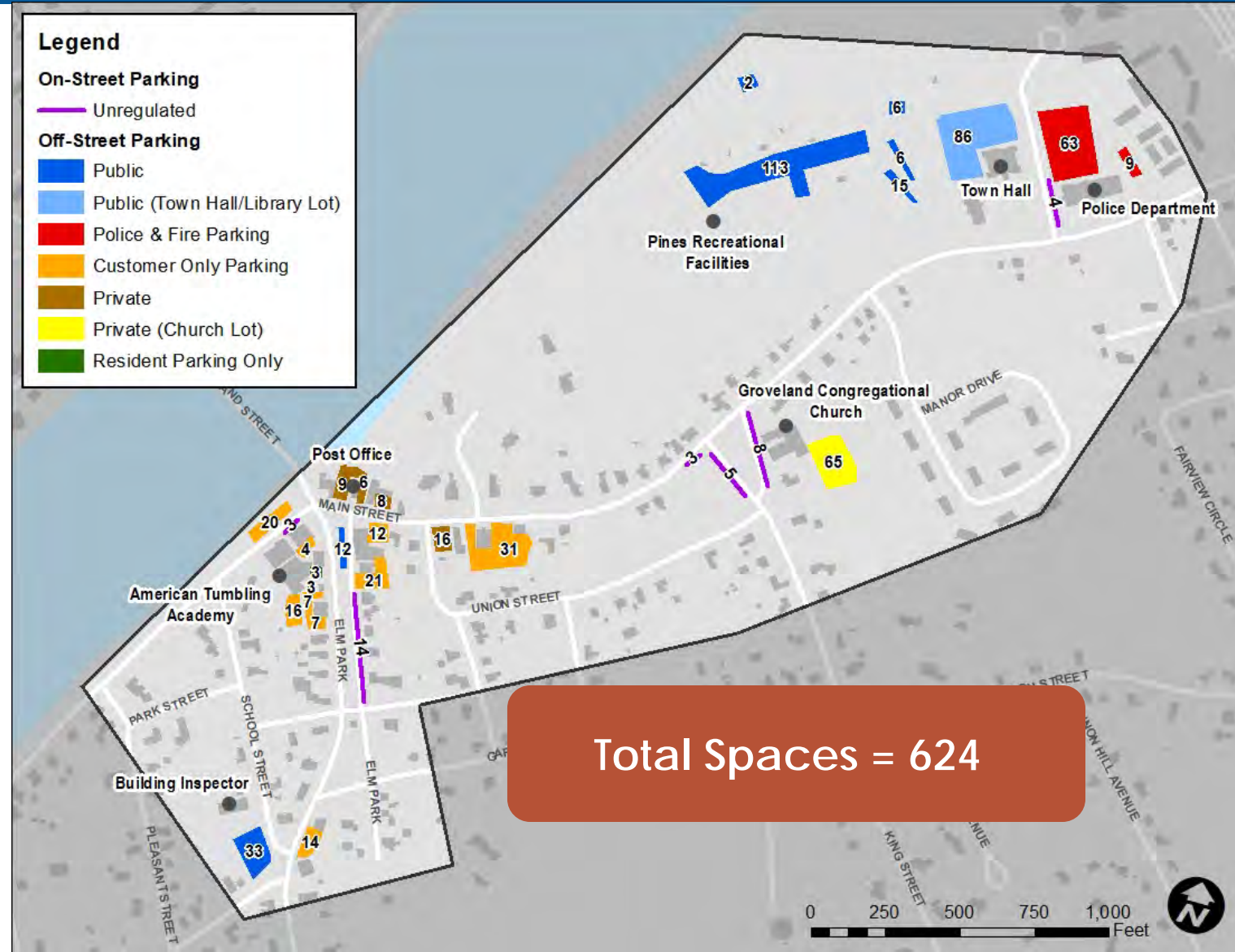


Public Parking
382 spaces

Publicly
Accessible
505 spaces

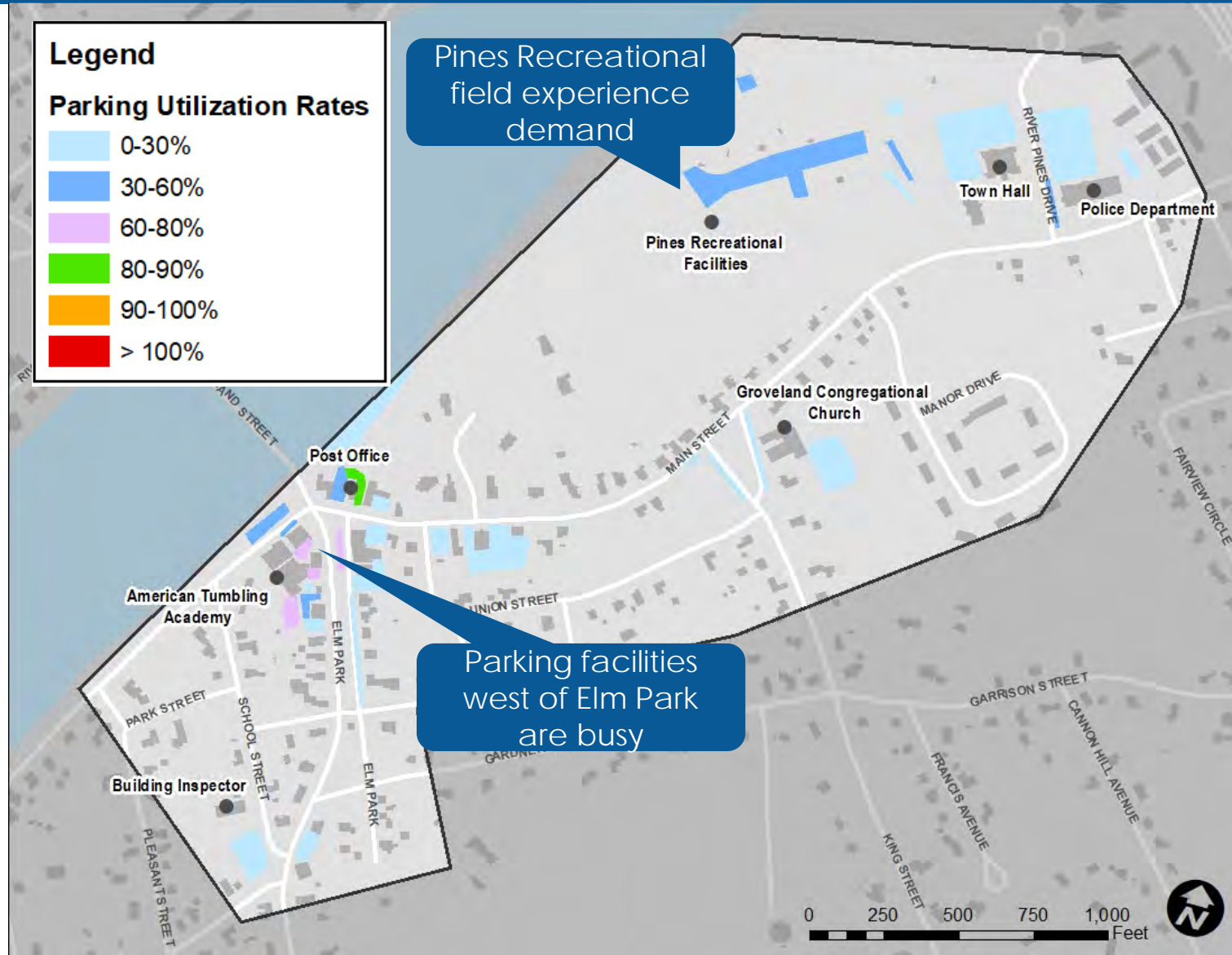
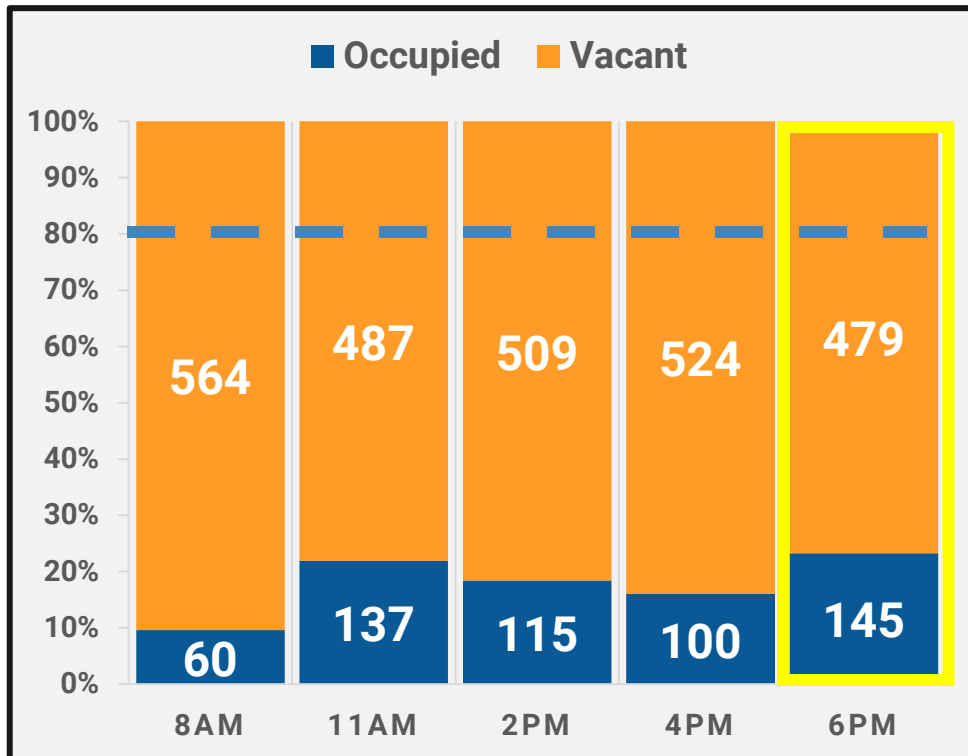
Private Parking
242 spaces

Restricted
119 spaces



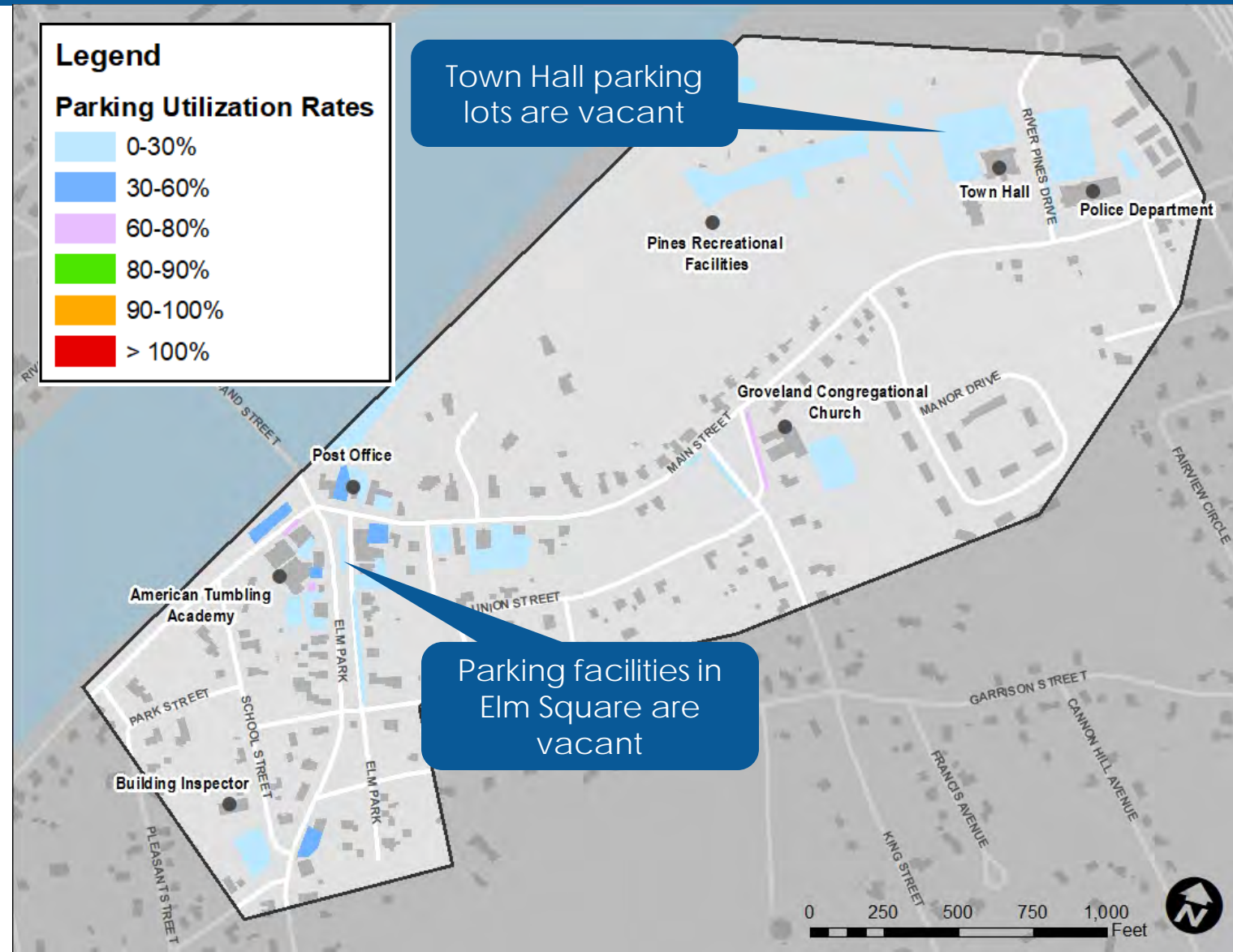
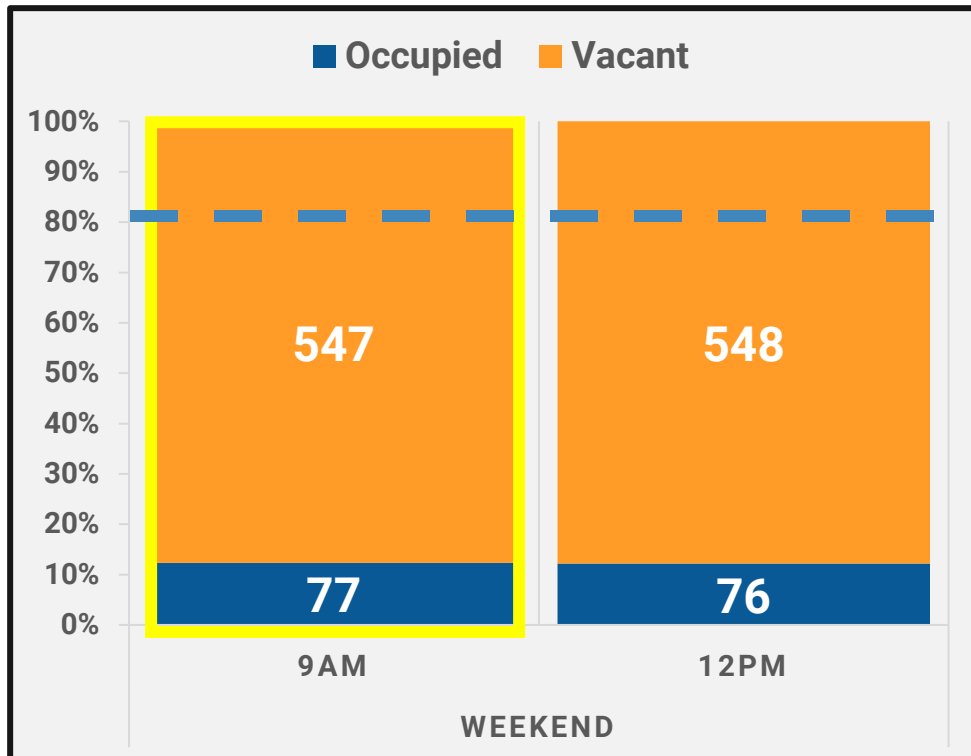
EXISTING PARKING DEMAND

- **Weekday peak utilization**
 - **6PM: 23%**
- **Demand is concentrated in Elm Square**



EXISTING PARKING DEMAND

- **Weekend peak utilization**
 - **Saturday, 9AM: 12%**
- **Elm Square experiences low parking demand**



PUBLIC VS PRIVATE PARKING DEMAND

- During the week, public parking is more utilized than private parking
- Private parking peaks during lunch hour

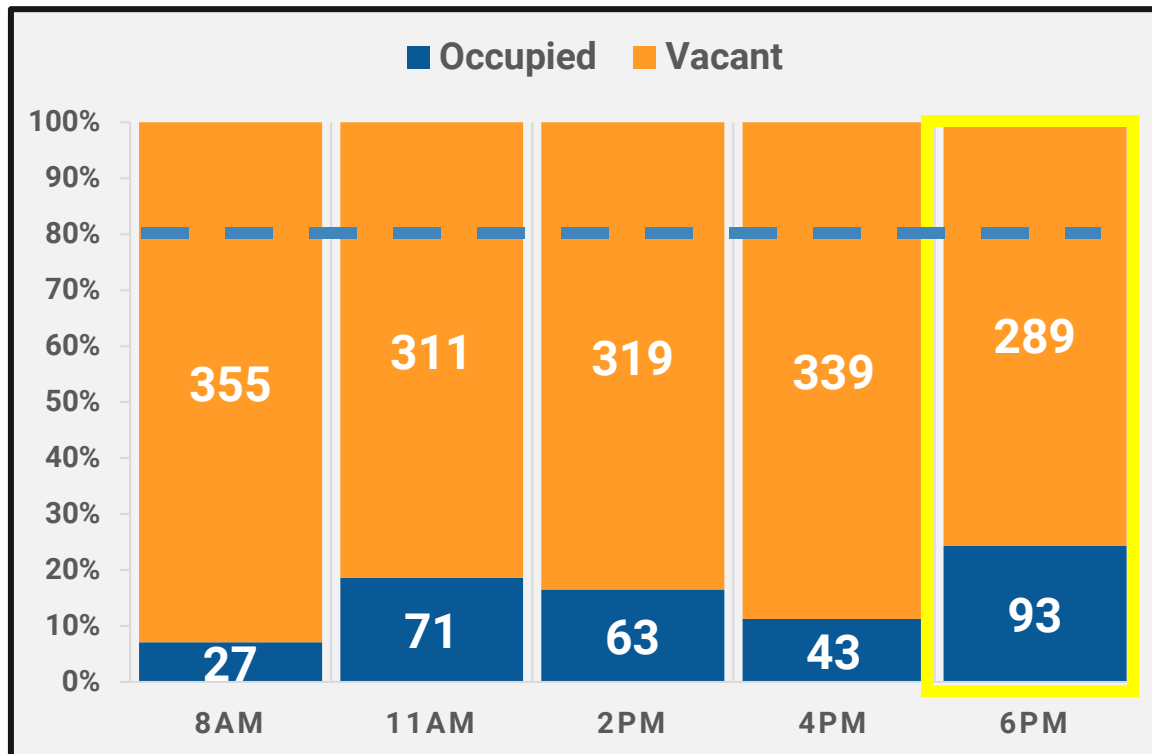
Public Parking

382 spaces

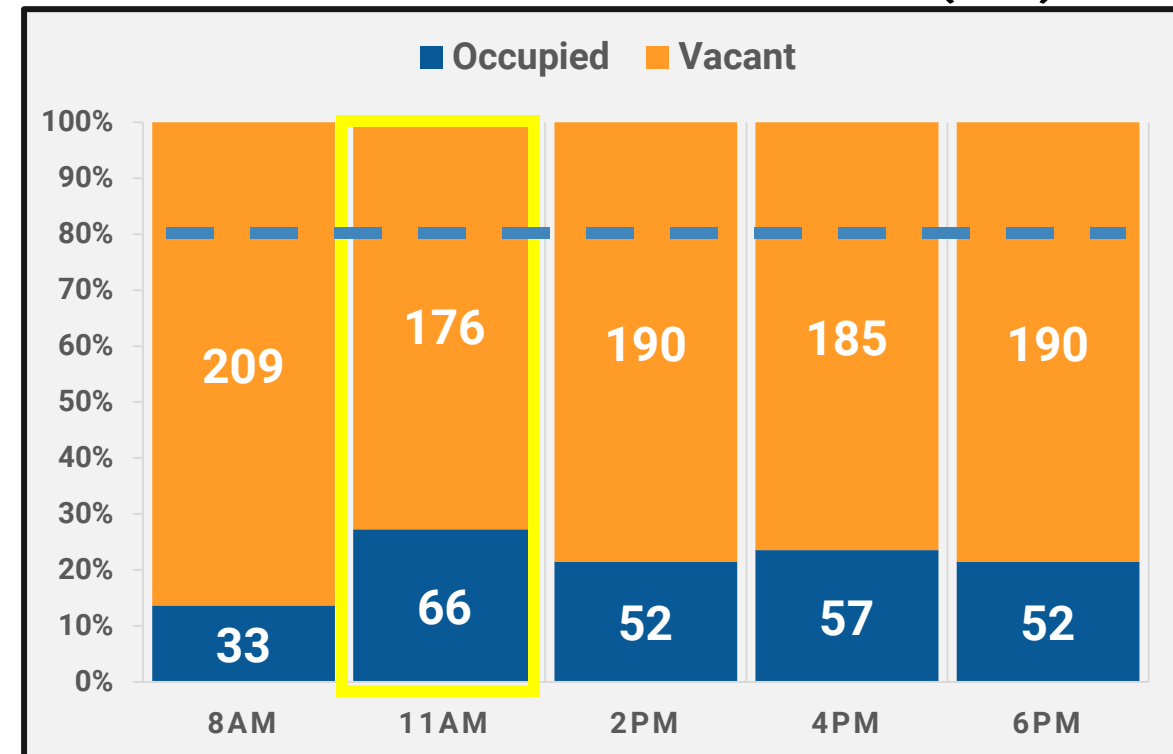
Private Parking

242 spaces

WEEKDAY PUBLIC PARKING (ALL)

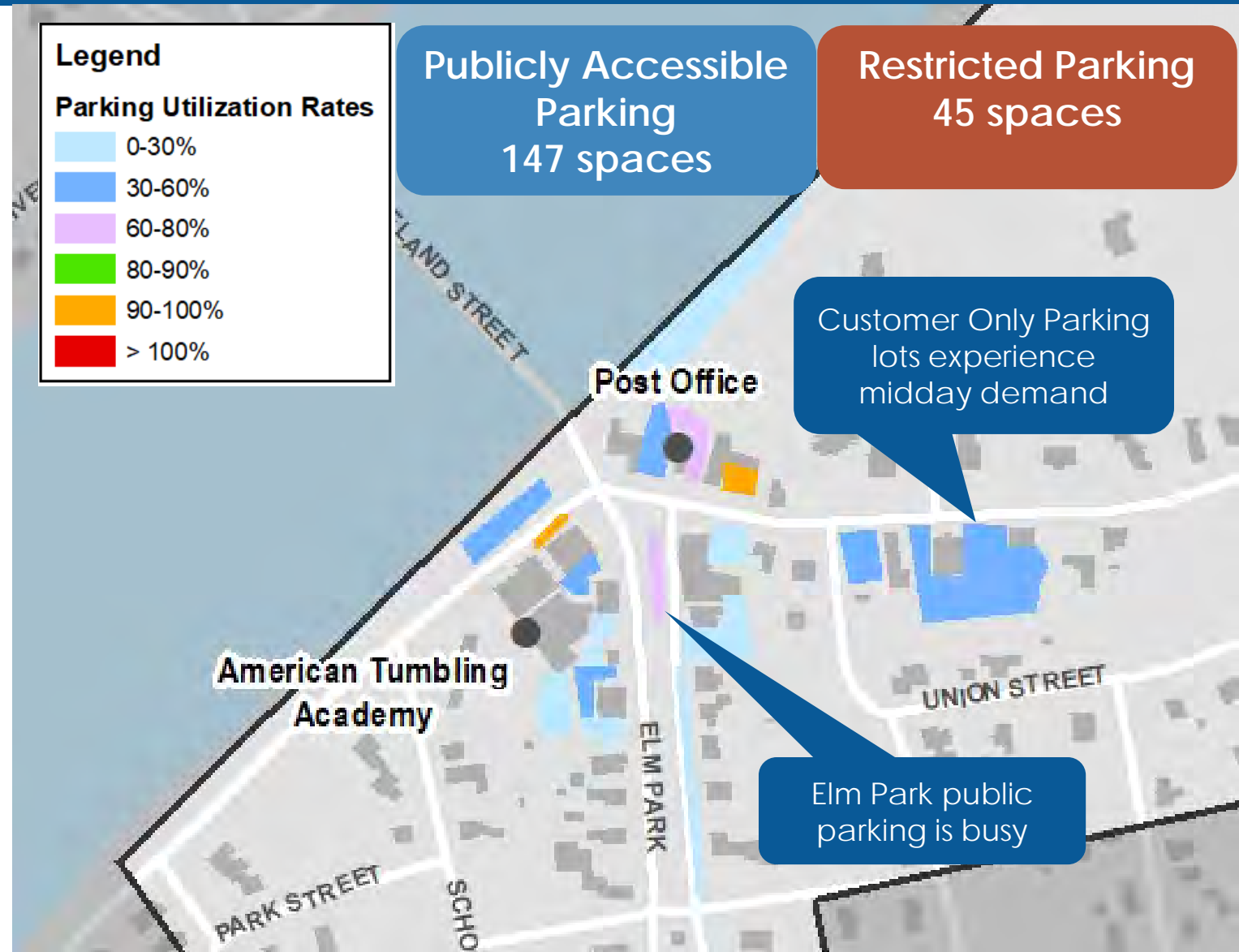
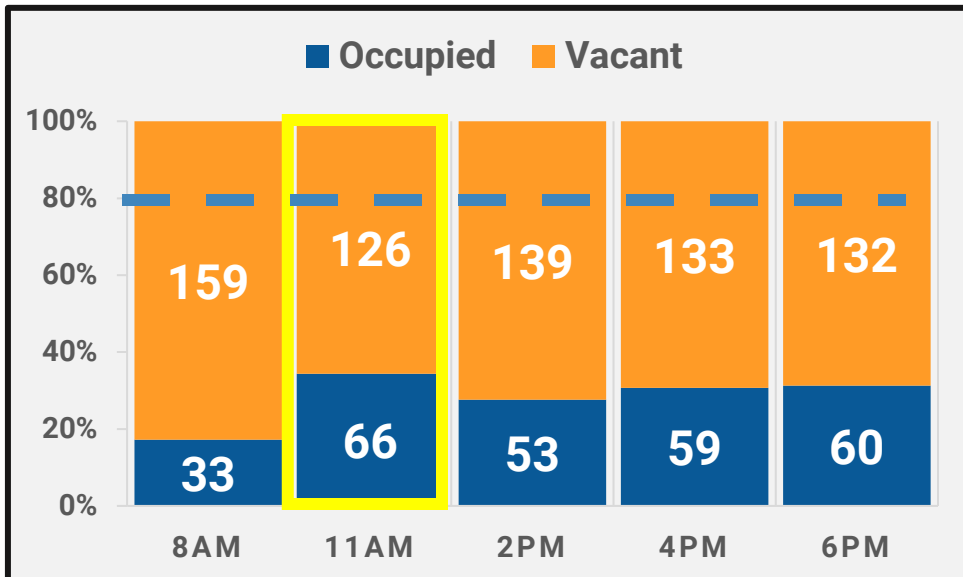


WEEKDAY PRIVATE PARKING (ALL)



PARKING DEMAND IN ELM SQUARE

- **Total = 192 spaces**
- **Peak weekday demand**
 - **11AM = 34%**
- **Parking lots west of Elm Park experience higher demand**



PARKING REQUIREMENTS IN GROVELAND

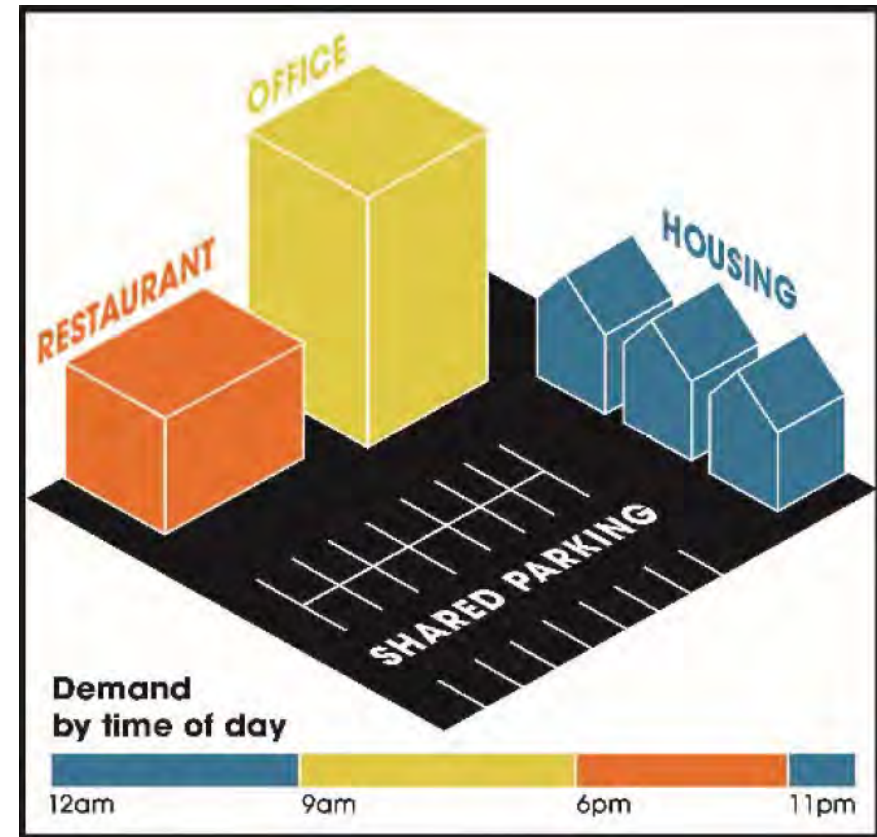
Groveland parking requirements exceed national standards for general suburban area

Use	Groveland Req (per 1,000 sf unless otherwise noted)	National Stds (per 1,000 sf unless otherwise noted)	Above/ Below
Apartments	1 (unit w/ 1 or fewer bedrooms) 2 (unit w/ 2 or more bedrooms)	1.2 (unit)	Below Above
Retail	4	2.55	Above
General Office	3.3	2.47	Above
Medical Office	4.3	3.23	Above

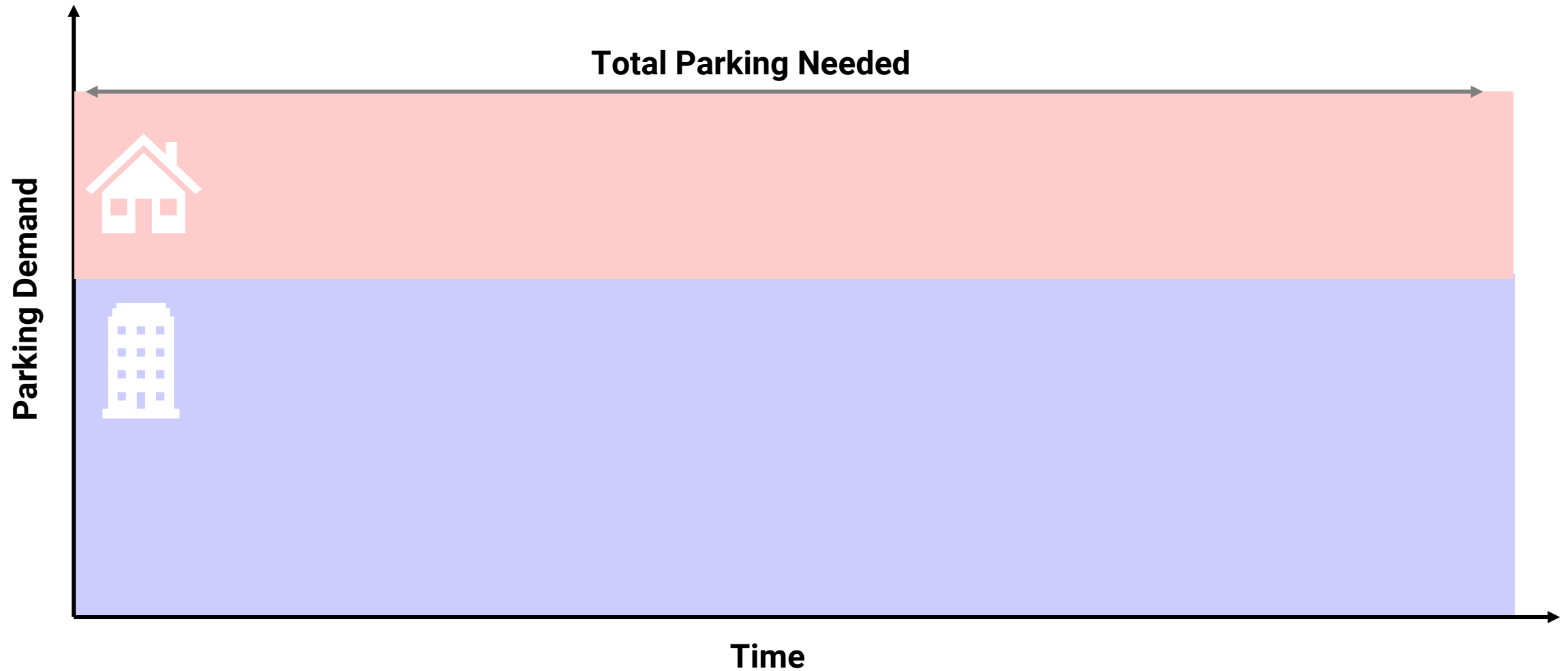
Source: Zoning By-Law (Approved on 7/2/2019)

PARKING DEMAND MODEL – PARKING ANALYSIS EXERCISE

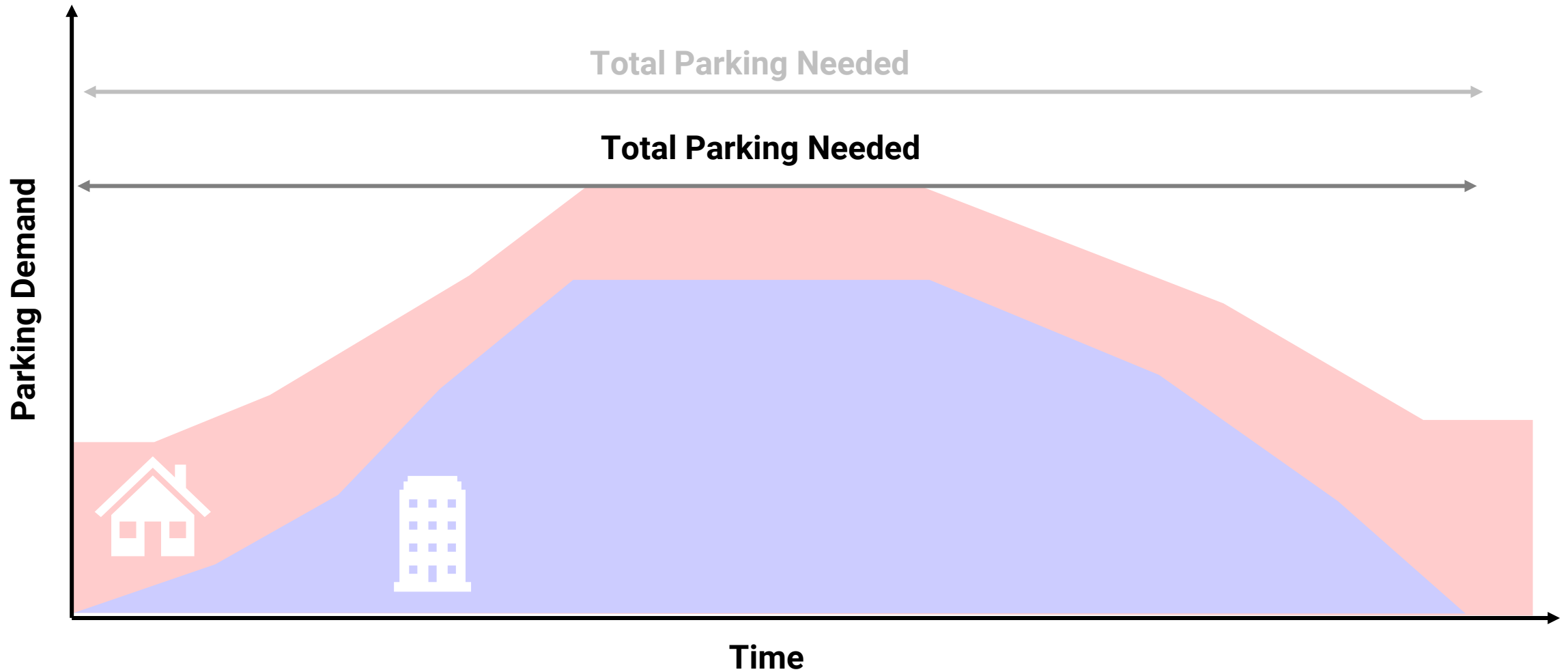
- Use **Institute for Transportation Engineers (ITE)** data and **ULI Shared Parking Model** to depict estimated parking demand
- Compare **existing parking supply** observed peak demand to “**real**” demand patterns based on Elm Sq land uses
- Understand how **parking can be shared & serve different uses** as demand peaks throughout the day
- Visualize how **current parking supply** can accommodate potential development



PARKING DEMAND MODEL – TYPICAL PARKING ANALYSIS



PARKING DEMAND MODEL – REALISTIC PARKING ANALYSIS



WHY ARE WE HERE?



To hear
from you!

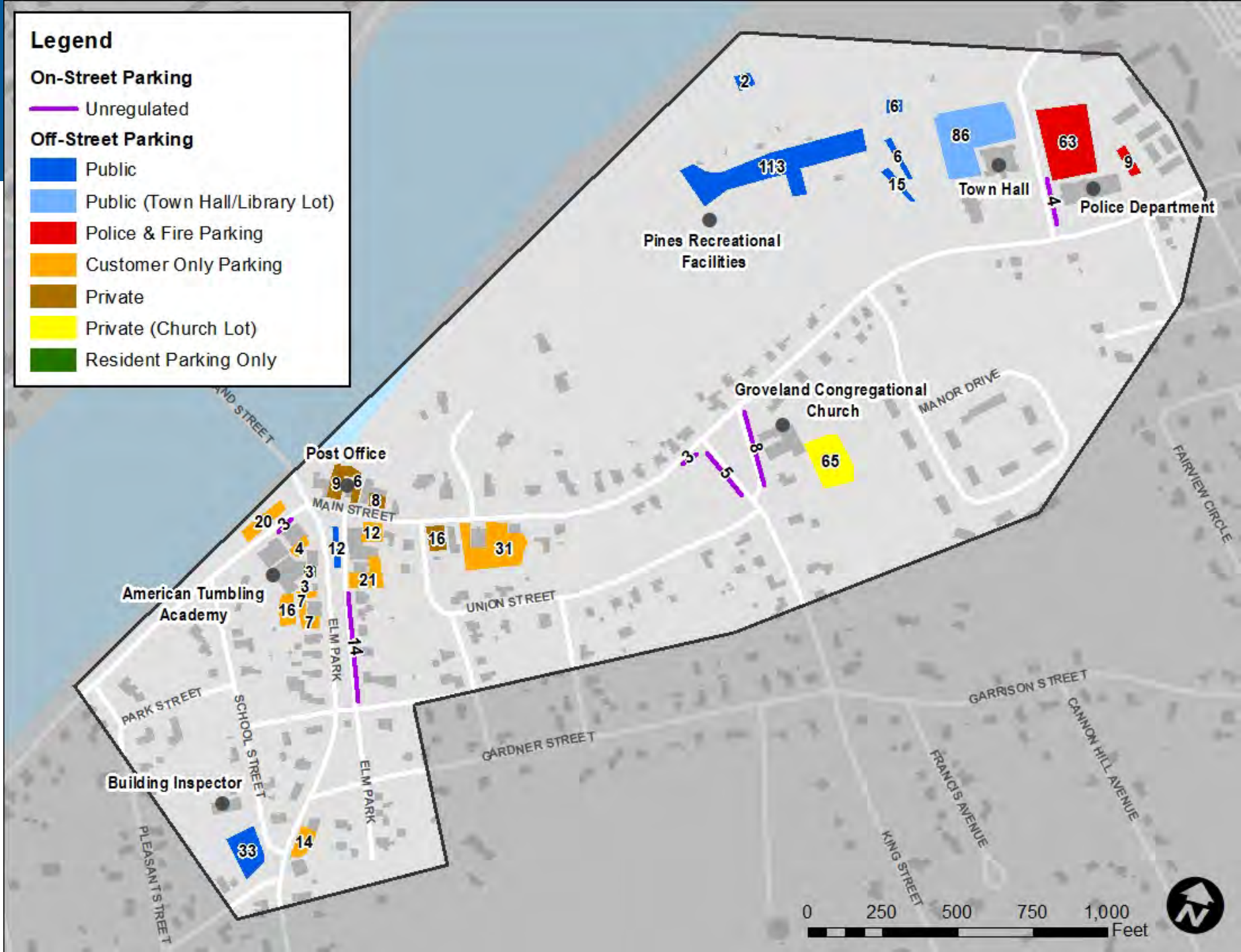


STUDY GOALS AND PROCESS

1. Document existing **parking supply** and **daily demand**
2. Improve **parking system** for residents, employees, customers, and visitors
3. Identify and recommend parking supply **efficiencies/opportunities** to improve parking in areas of higher demand
4. Develop flexible **parking standards** to support Elm Square development

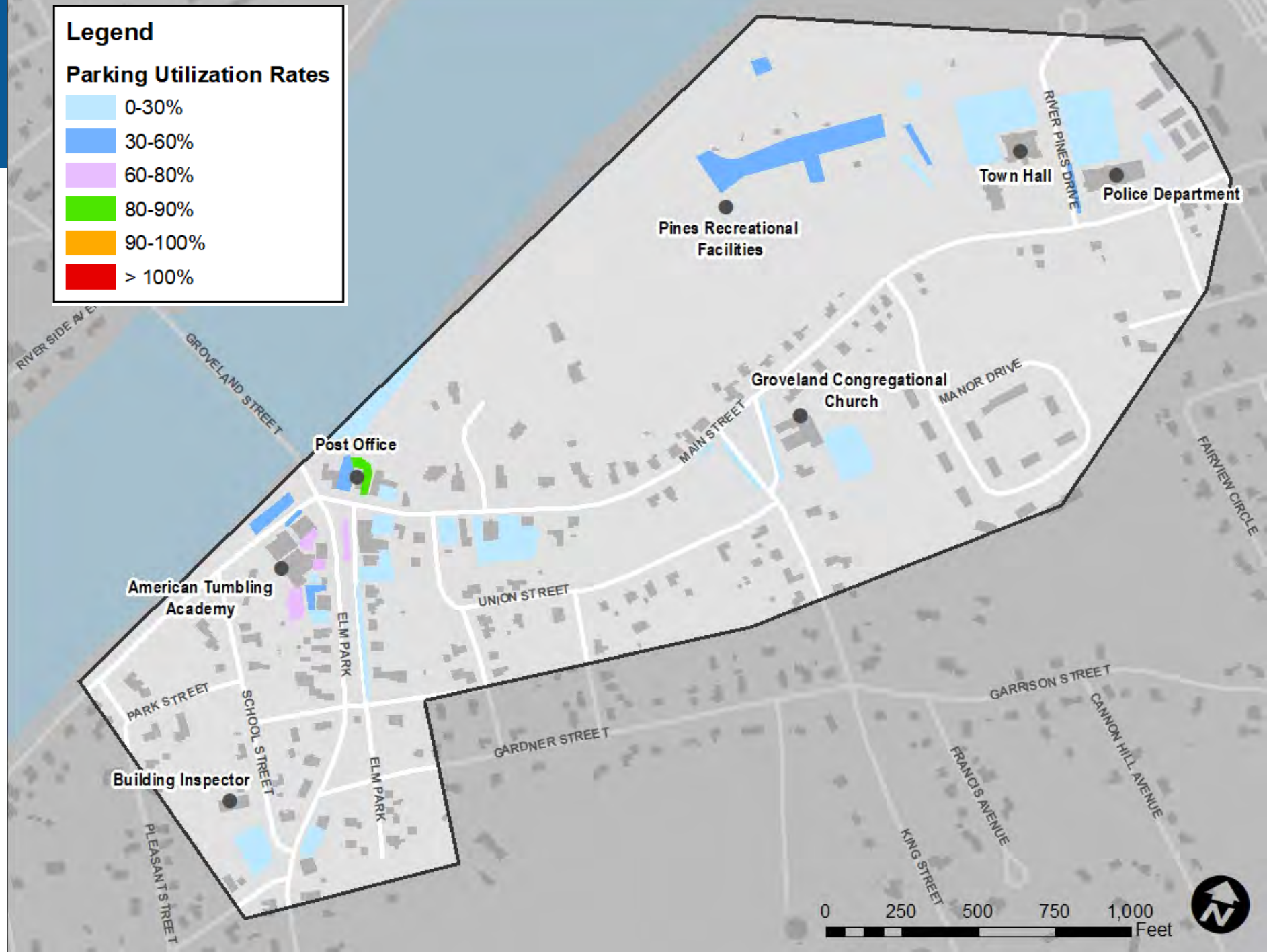
OTHER GOALS?

624 spaces

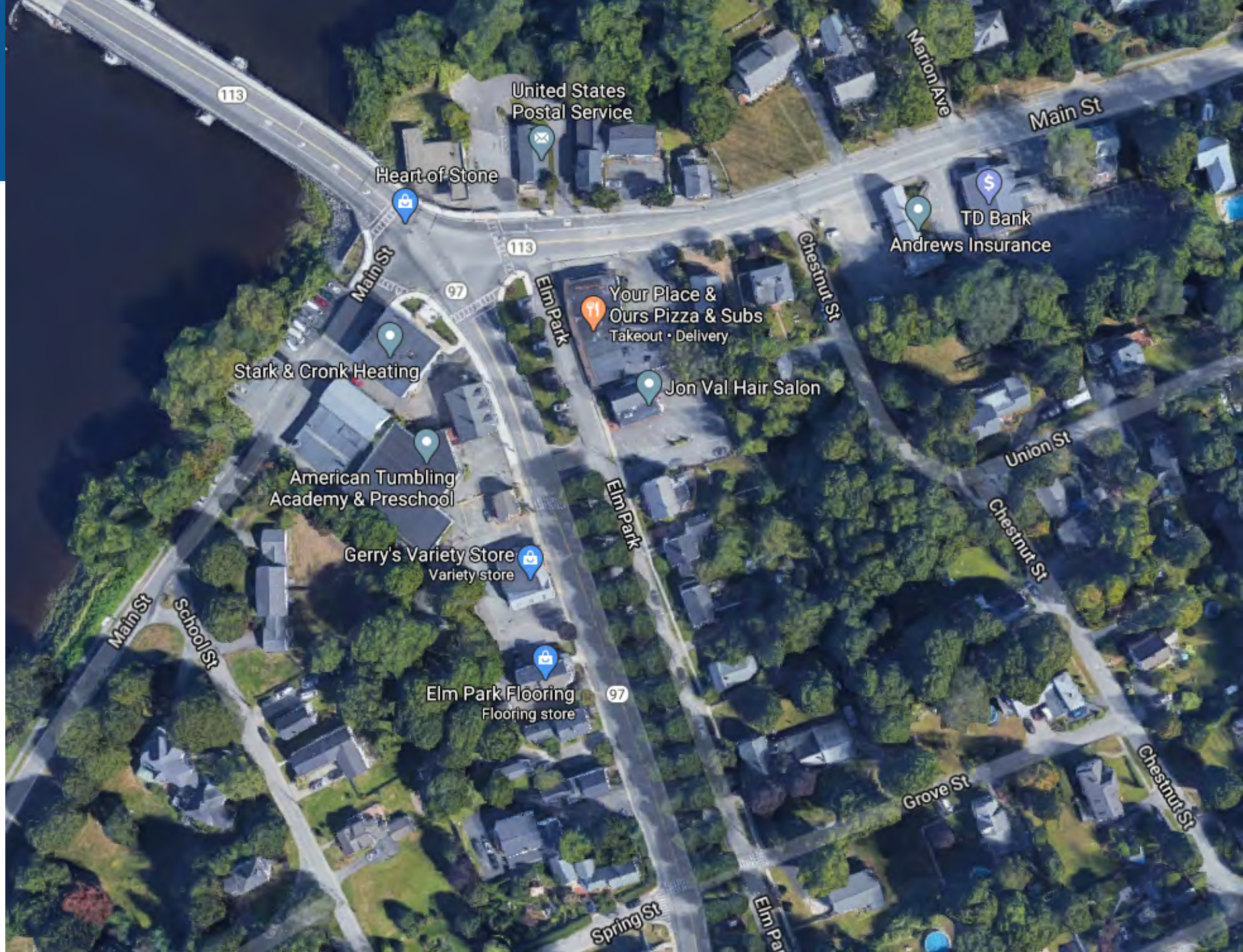


EXISTING PARKING DEMAND

Peak Weekday
(6PM) 23%



ELM SQUARE BUSINESSES



MASSDOT SHARED STREETS PROGRAM – ELM SQUARE

MassDOT Shared Streets Grant Program
Draft Concept Design - Downtown Groveland (Elm Square) Pilot
07-01-2020



THANK YOU!



ELM SQUARE PARKING PLAN

Board of Selectmen Meeting
December 2020



AGENDA



Study Goals & Process
Existing Conditions & Findings
Stakeholder Sessions
Draft Strategies





Study Goals & Process




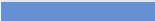


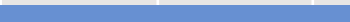
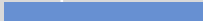


STUDY GOALS AND PROCESS

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4. Develop flexible **parking standards** to support Elm Square development



STUDY SCHEDULE

Tasks	Jul	Aug	Sept	Oct	Nov	Dec
TASK 1 Project Kick-off/Data Collection						
TASK 2 Existing Conditions						
TASK 3 Outreach						
TASK 4 Parking Activity Evaluation						
TASK 5 Parking Management Strategies						
TASK 6 Draft Recommendations & Final Plan						



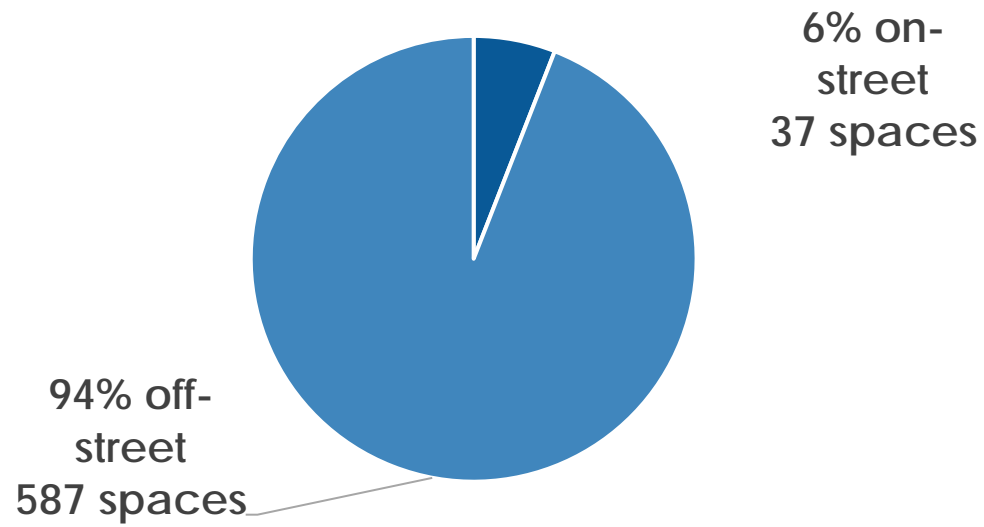
Existing Conditions & Findings



STUDY AREA



EXISTING PARKING SUPPLY

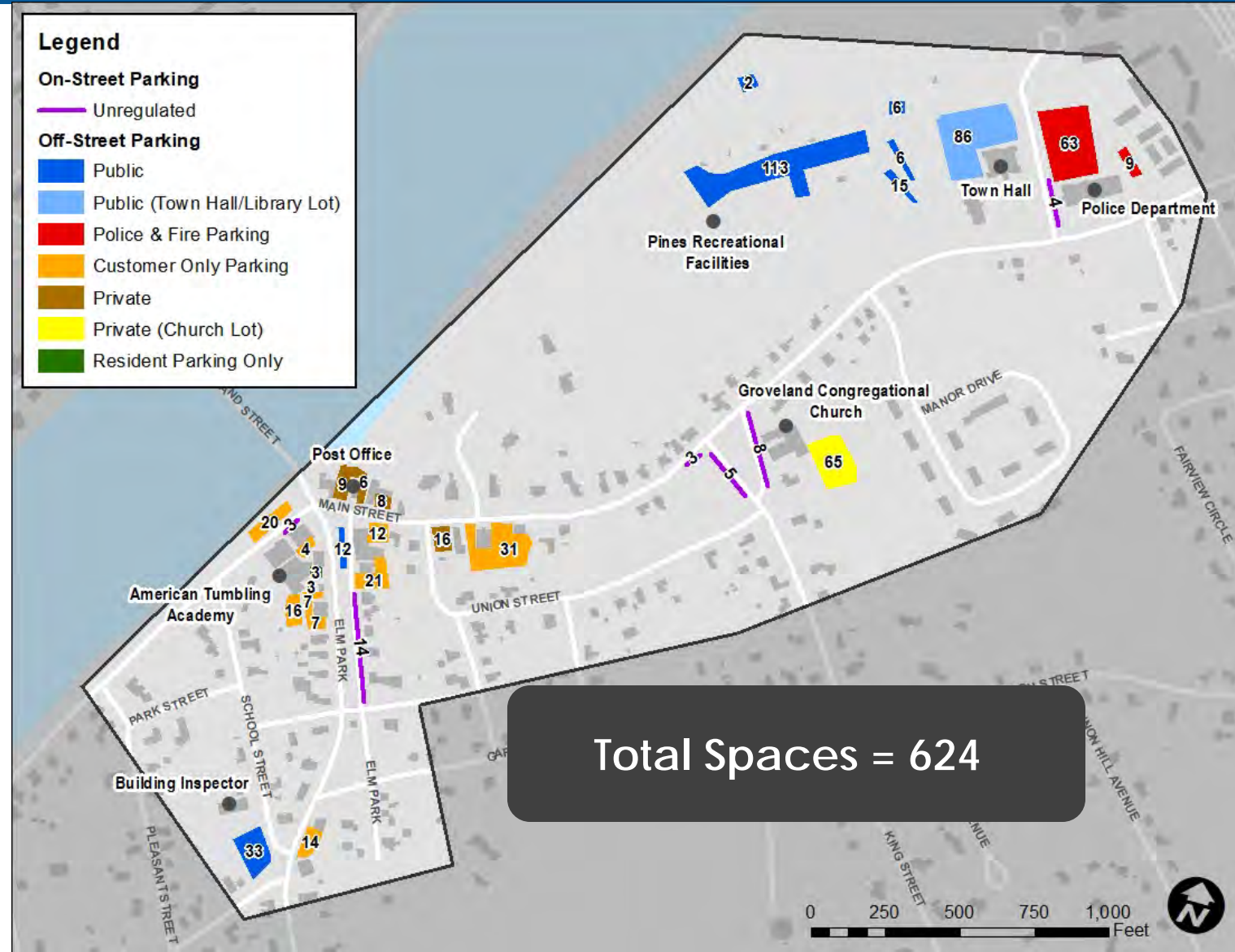


Public Parking
382 spaces

Publicly
Accessible
505 spaces

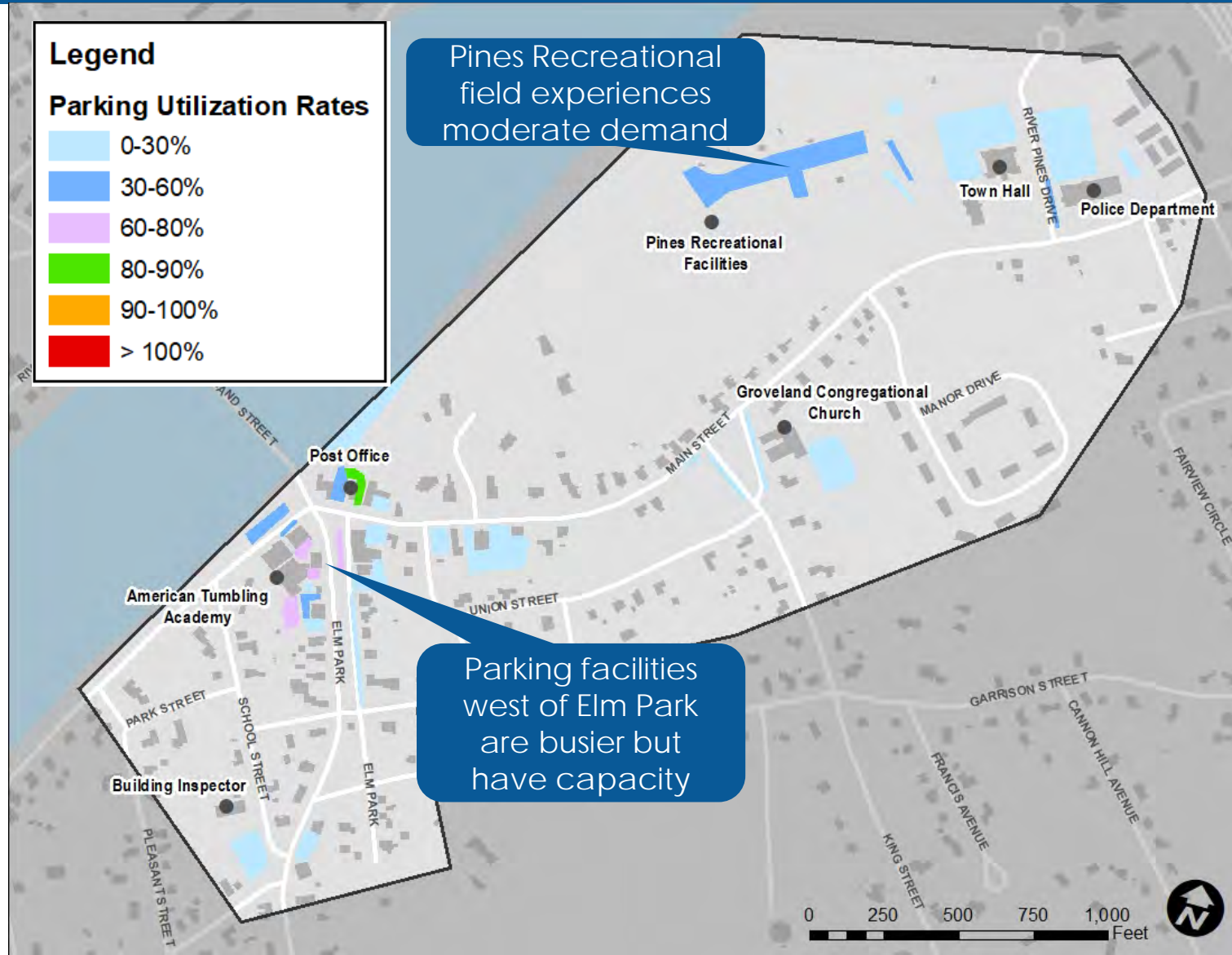
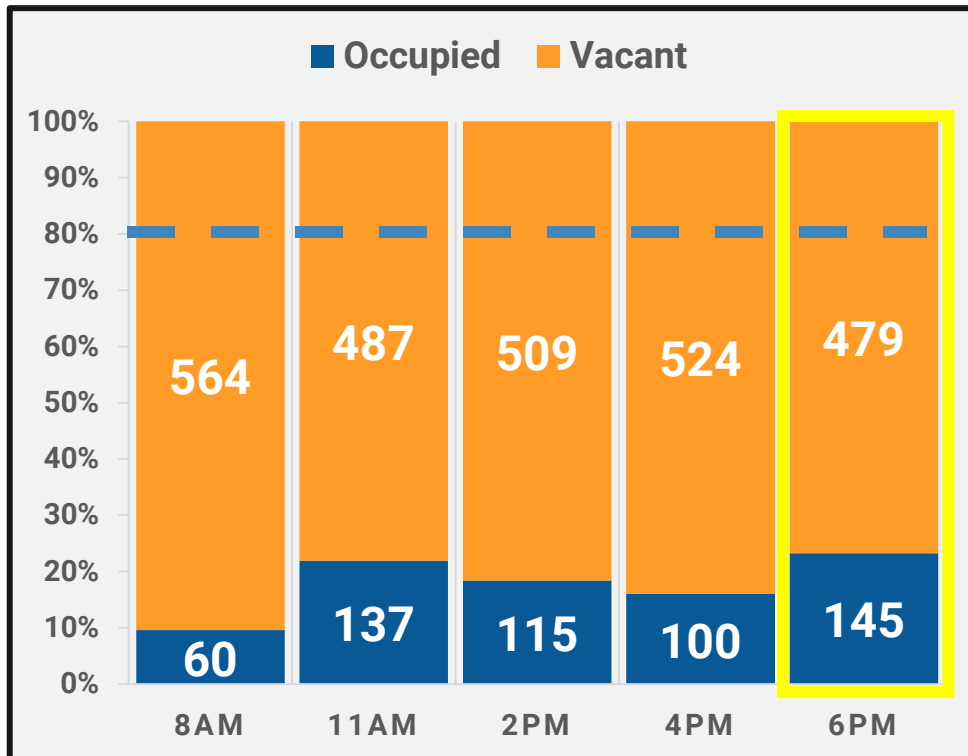
Private Parking
242 spaces

Restricted
119 spaces



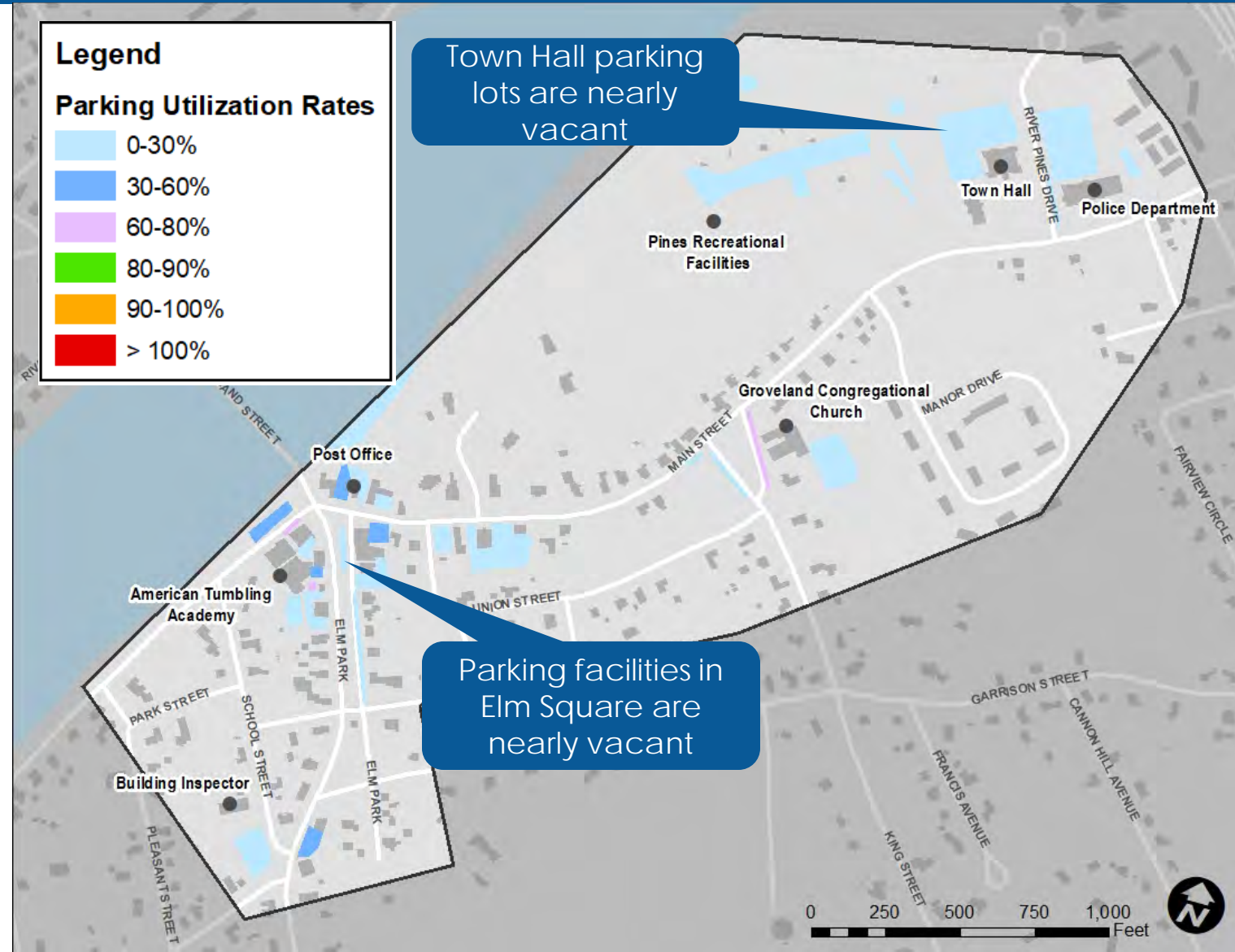
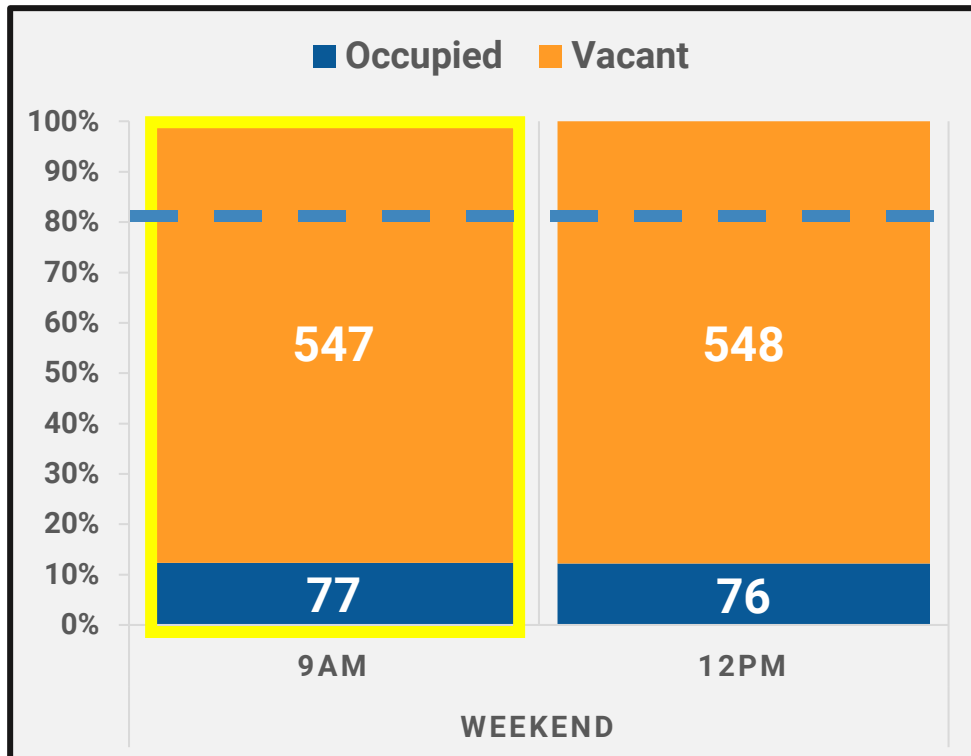
EXISTING PARKING DEMAND

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EXISTING PARKING DEMAND

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PUBLIC VS PRIVATE PARKING DEMAND

- During the week, public parking is more utilized than private parking
- Private parking peaks during lunch hour

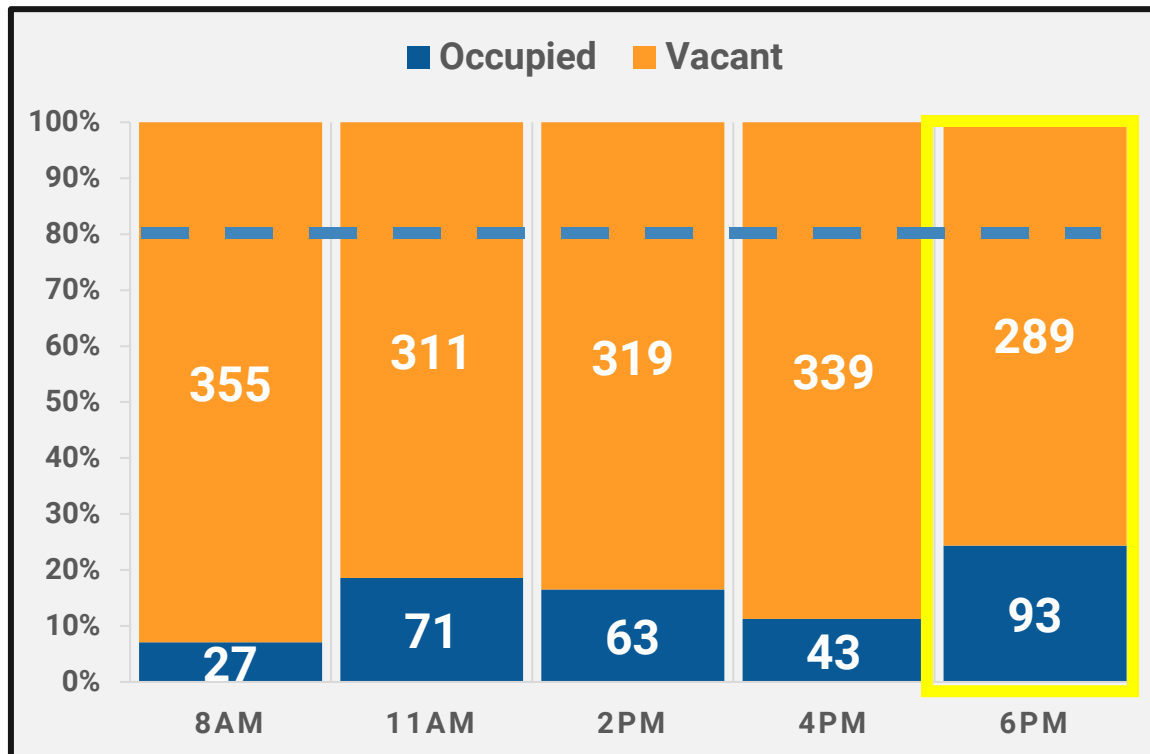
Public Parking

382 spaces

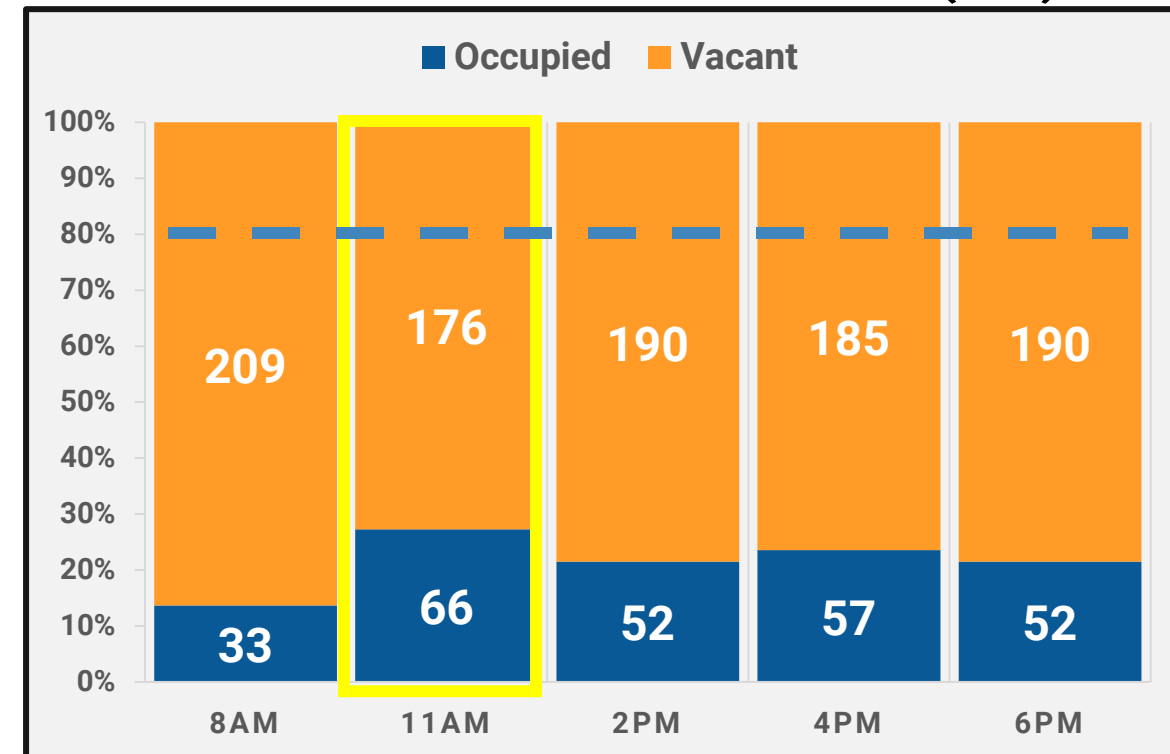
Private Parking

242 spaces

WEEKDAY PUBLIC PARKING (ALL)

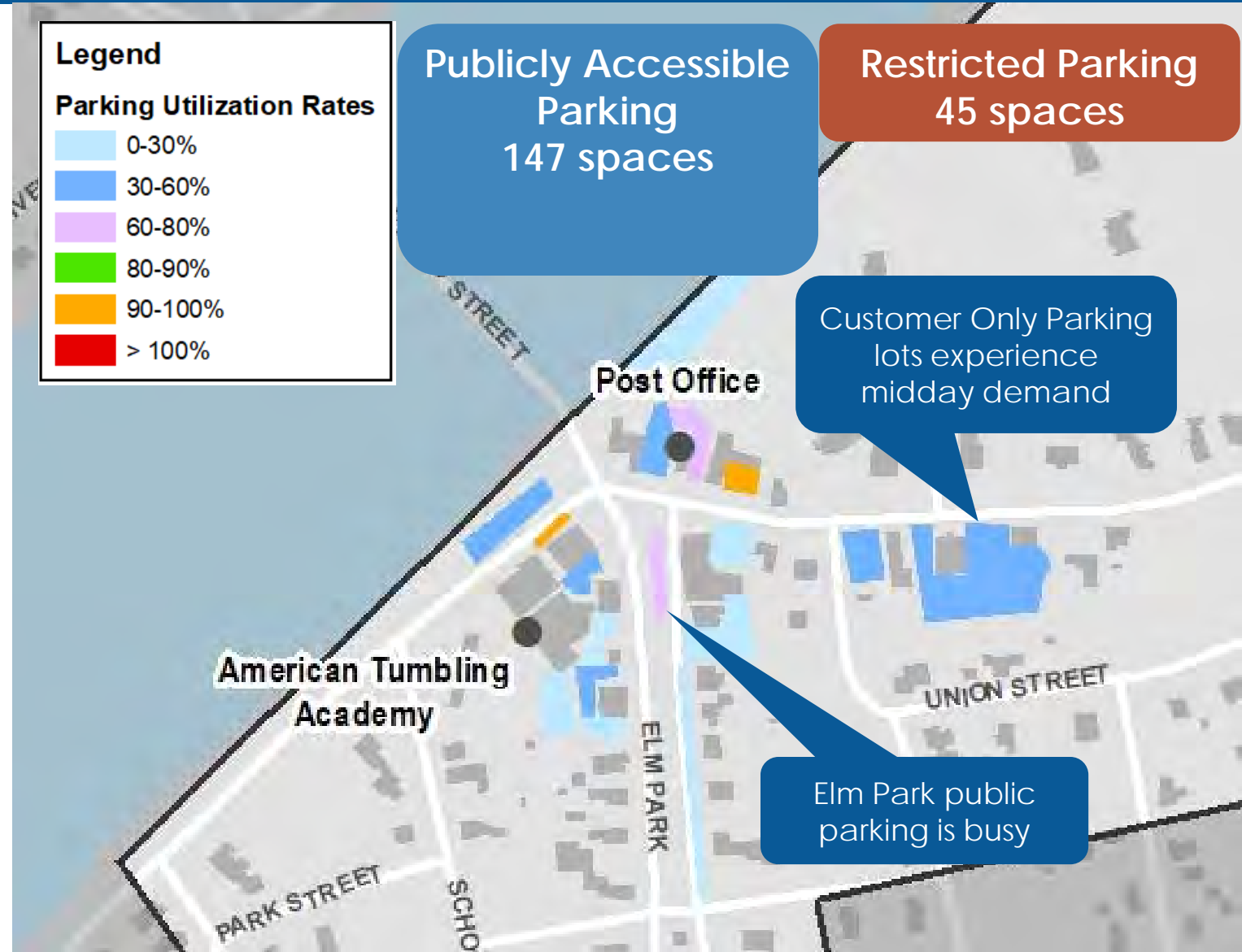
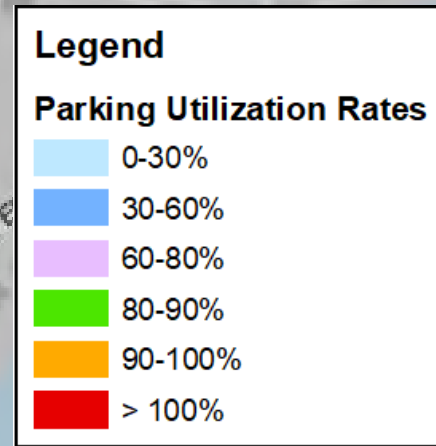
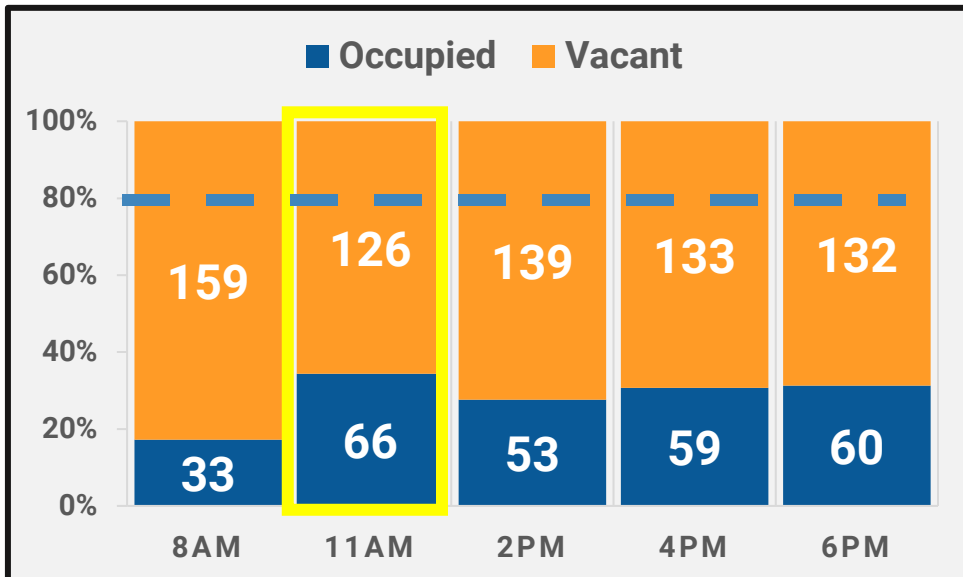


WEEKDAY PRIVATE PARKING (ALL)



PARKING DEMAND IN ELM SQUARE

- **Total = 192 spaces**
- **Peak weekday demand**
 - **11AM = 34%**
- **12 spaces on Elm Park experience higher demand**



MULTIMODAL CONDITIONS



Parking Inventory & Utilization Key Findings

1. Most on-street parking and public off-street parking do not have regulations or signage
2. Most off-street parking facilities in the core of Elm Square are private and for customer-use only or restricted
3. The core of Elm Square does not experience high utilization during the week or weekend (parking is available during all peak periods)
4. Publicly-available parking is plentiful but not clear, contributing to perception of low availability



Stakeholder Discussions



Stakeholder Discussions

- **Elm Square needs pedestrian-friendly improvements to increase visitor traffic**
- **Informal shared parking occurs in the core of Elm Square, but visitors are not encouraged**
- **Current parking facilities do not adequately connect patrons to storefronts**
- **Limited opportunities for re-use of storefronts or in-fill development due to the lack of dedicated parking**

Who did we meet with?

- **Elm Square Committee**
- **Town Staff**
- **Elm Square business & landowners**



Draft Strategies



Draft Strategies

1. Designate publicly-available off-street parking with signage
2. Add on-street parking on key Elm Square corridors
3. Create a more walkable Elm Square
4. Create a shared parking program & encourage shared parking in Elm Square
5. Reconfigure existing parking lots to expand shared supply

Study Goals

- Document existing parking supply and daily demand
- Improve parking system for residents, employees, customers, and visitors
- Identify and recommend parking supply efficiencies/opportunities to improve parking in areas of higher demand
- Develop flexible parking standards to support Elm Square development

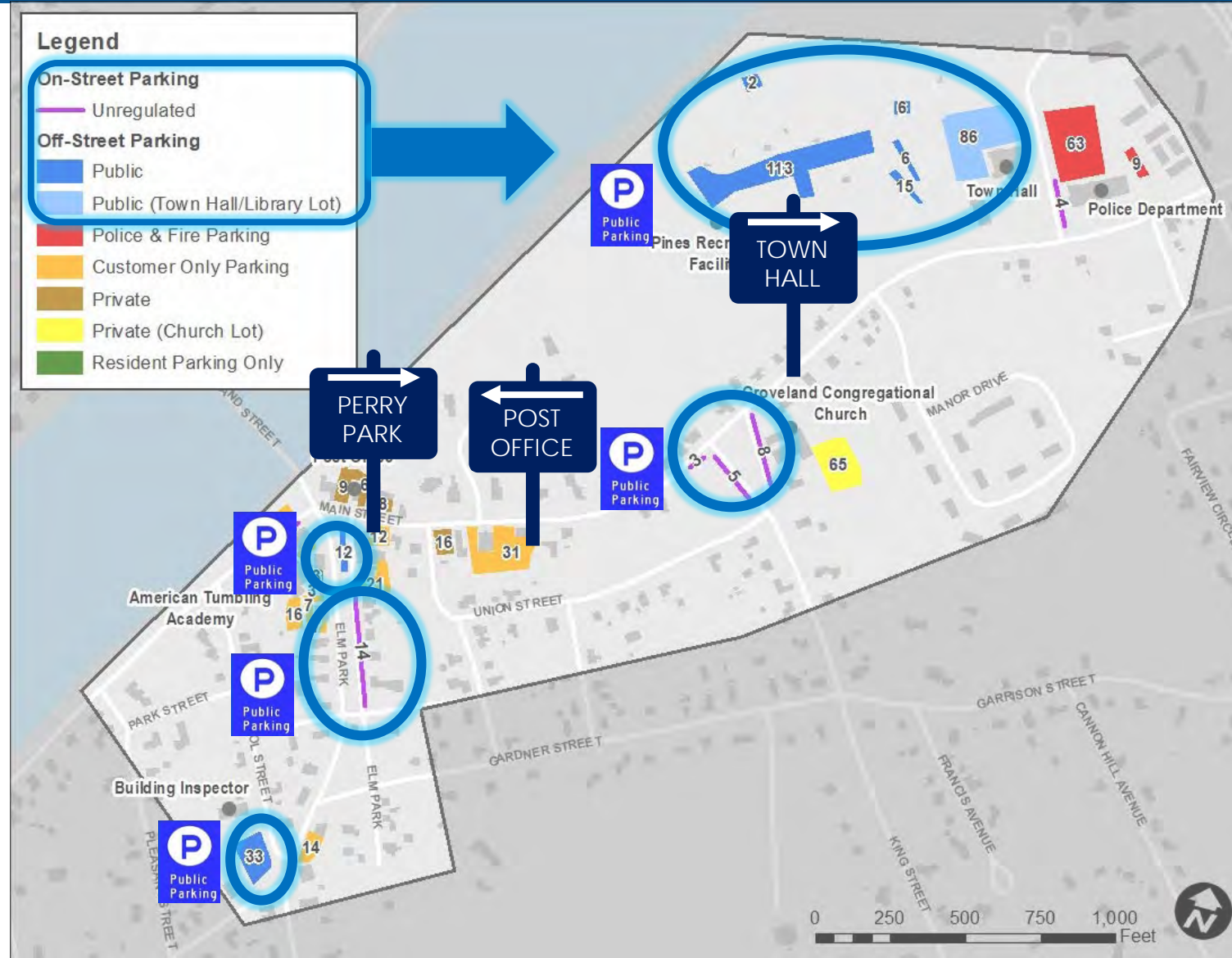
1. Designate off-street parking with signage and wayfinding

- Add wayfinding signage to off-street lots & key Elm Square “entrance” areas
- Use parking and gateway wayfinding signage to:
 - Intercept vehicle traffic
 - Direct people to other locations downtown
 - Provide estimated walk times
 - Help customers return to their vehicles
 - Help people on bikes find their way to/through Elm Square destinations
- Sign shared private lots as “Elm Square Parking”



1. Designate off-street parking with signage and wayfinding

- Create a wayfinding signage plan
 - Designate specific locations to place gateway & parking signs
 - Direct visitors to key destinations



2. Add on-street parking on key Elm Square corridors

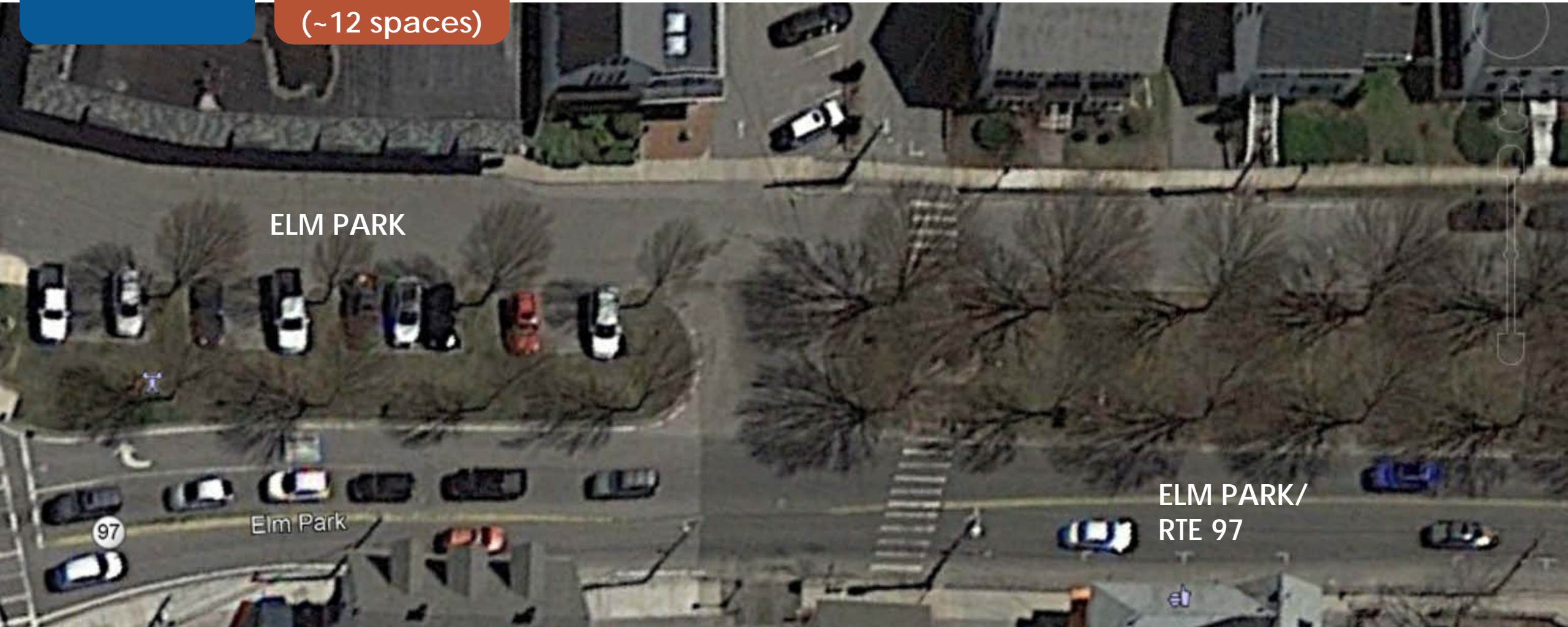
- Slow down traffic and encourage visitation
- Install on-street parking at:
 - Elm Park
 - South Main Street
 - Route 113



2. Add on-street parking on key Elm Square corridors

Elm Park

Existing
Conditions
(~12 spaces)



2. Add on-street parking on key Elm Square corridors

Elm Park

Proposed Design
(~26 spaces) +14



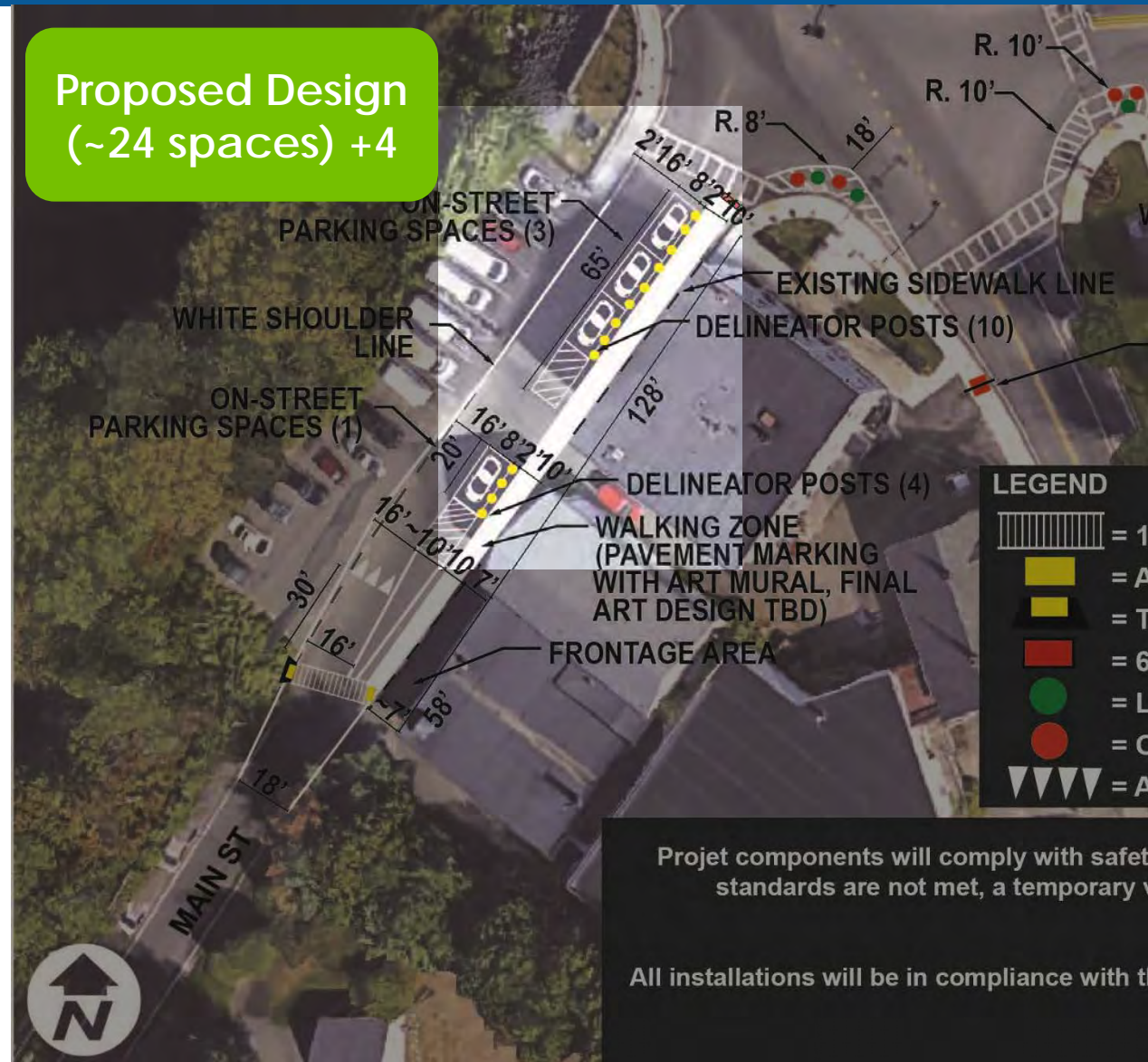
2. Add on-street parking on key Elm Square corridors

South Main Street

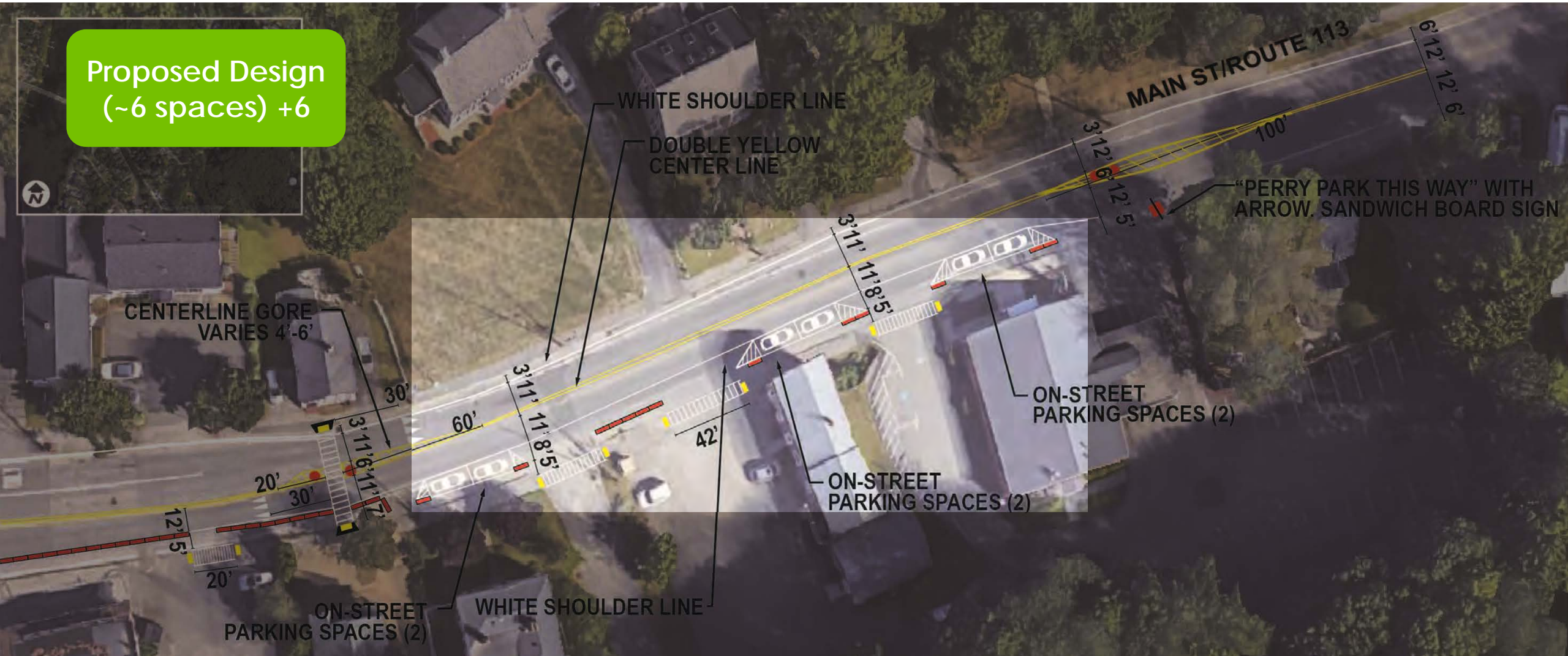
Existing Conditions
(~20 spaces)



Proposed Design
(~24 spaces) +4



2. Add on-street parking on key Elm Square corridors



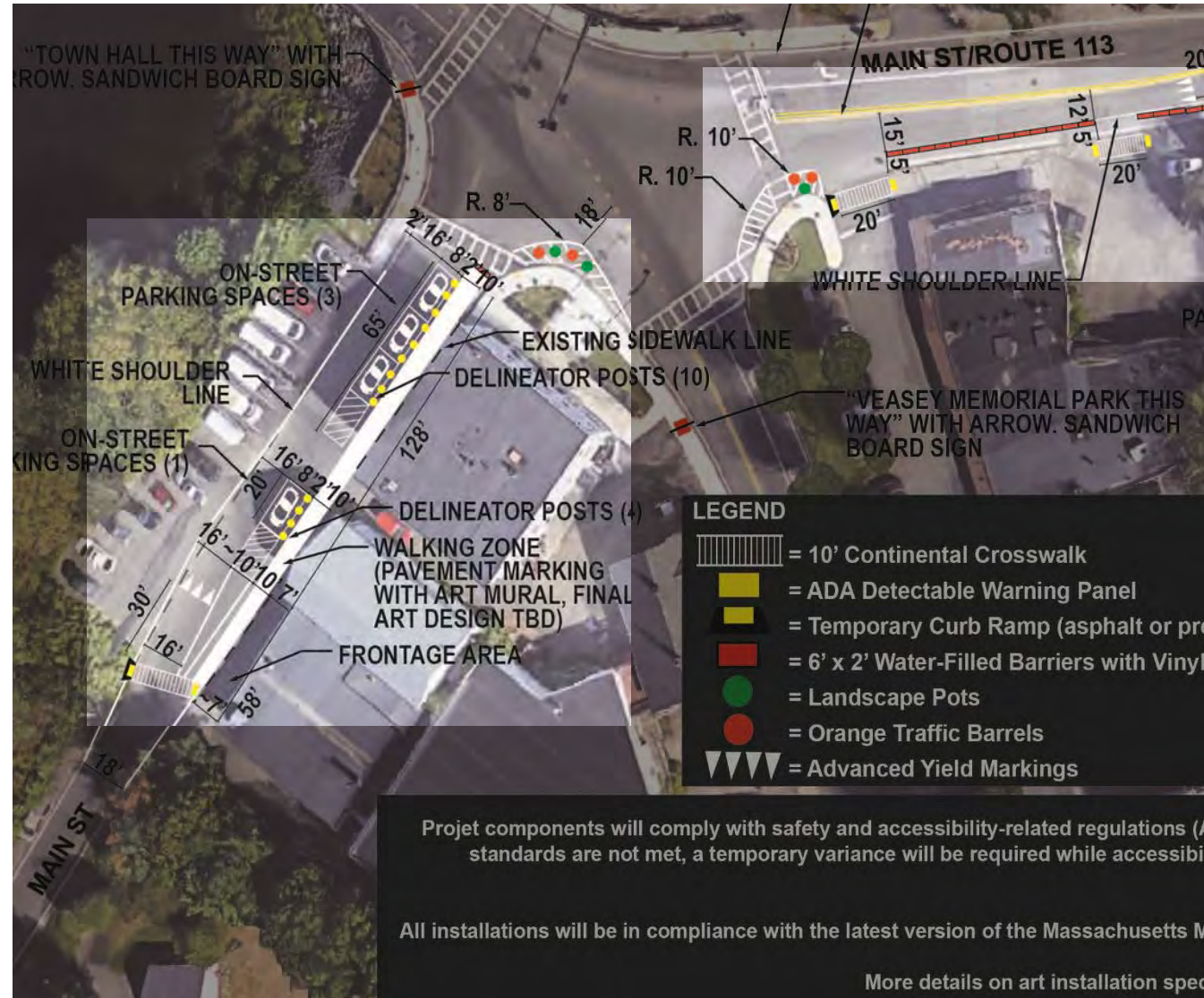
3. Create a more walkable Elm Square

- Improve **safety conditions and accessibility** for those who walk, bike, or roll
 - Add crosswalks
 - Add traffic calming elements to roadways
 - Add ADA accessibility elements (ADA ramps, detectable panels)
 - Implement barriers between vehicles and pedestrians
 - Add lighting in off-street parking facilities and along sidewalks where necessary
 - Engage the Pentucket Arts Foundation to implement murals



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 - Add traffic calming elements to roadways
 - Add ADA accessibility elements (ADA ramps, detectable panels)
 - Implement barriers between vehicles and pedestrians
 - Add lighting in off-street parking facilities and along sidewalks where necessary
 - Engage the Pentucket Arts Foundation to implement murals



3. Create a more walkable Elm Square



Traffic calming
- bump outs

Topsfield, MA (Fall 2020)

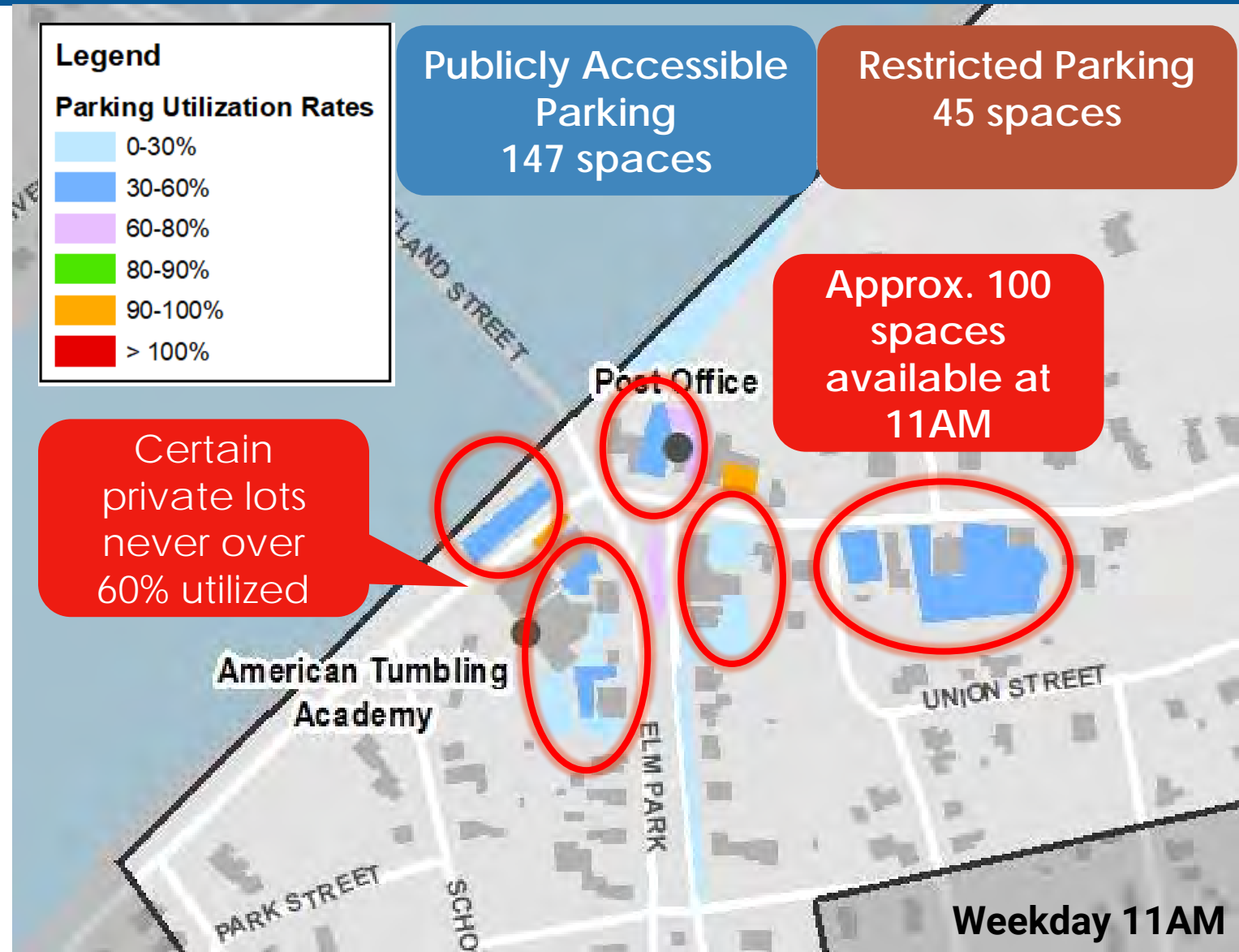


Pedestrian facilities
- outdoor dining
spaces

Topsfield, MA (Fall 2020)

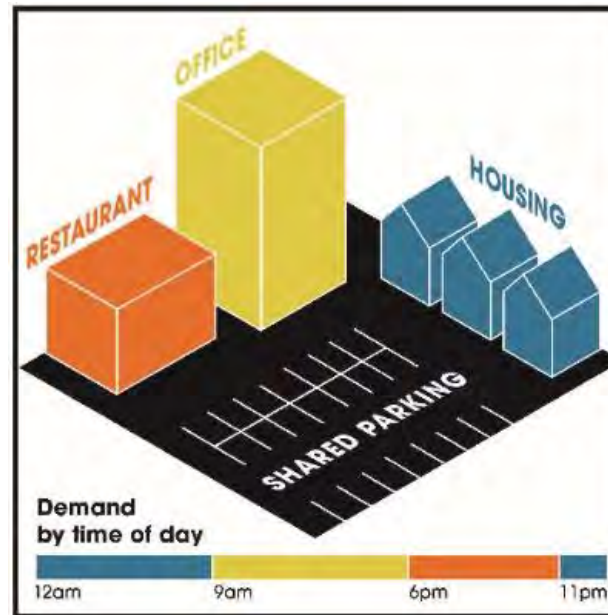
4. Create a shared parking program & encourage shared parking in Elm Square

- Unlock “restricted” parking facilities
- Proactively work with off-street lot owners
- Many forms of shared parking:
 - Complimentary uses
 - A specific group, i.e. employees
 - General public
 - Special events
 - Consolidate lots



4. Create a shared parking program & encourage shared parking in Elm Square

- Provide **public incentives for private lot owners** to encourage sharing, such as:
 - Snow clearance
 - Maintenance
 - Signage
- Keep sample agreements (if needed) on file at Town Hall & maintain list of available shared spaces in Elm Square



4. Create a shared parking program & encourage shared parking in Elm Square

Ex.: 301 & 291
Main Street

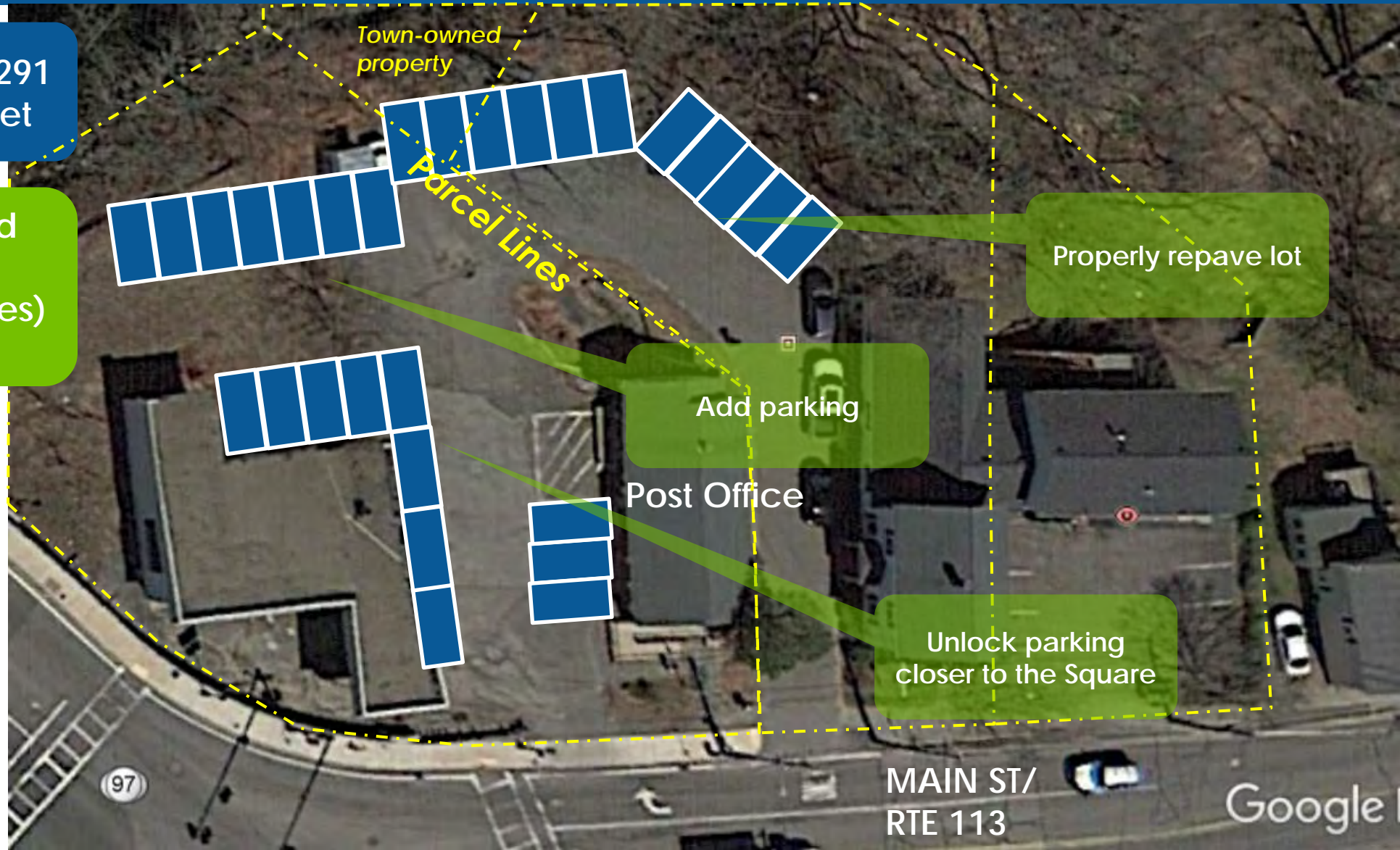
Existing
Conditions
(~23 spaces)



4. Create a shared parking program & encourage shared parking in Elm Square

Ex.: 301 & 291
Main Street

Proposed
Design
(~33 spaces)
+ 10



4. Create a shared parking program & encourage shared parking in Elm Square

Why should you share your parking facility?

- Create “new” parking for business patrons during off-hours for adjacent, different uses
- This happens already among regular users—but visitors don’t know it’s ok

How can the Town help promote shared parking?

- Use Town as a mediator between involved parties, ensuring land rights are protected and maintaining any grandfathered zoning privileges
- Act as neutral arbiter / “middle man” to lessen landowner effort in arranging fair designation of spaces between private and public, establishing times and days of week for sharing, and ensuring fair protections and exit clauses
- Use Town as a resource to find sample shared parking agreements, overcome liability concerns, and provide best practice approaches

What are the benefits of sharing your facility?

- Town can offer in-kind services, to re-pave lots, add landscaping, provide lighting and signage, maintain the facility, and provide winter maintenance/plowing services

4. Create a shared parking program & encourage shared parking in Elm Square



Local Shared Parking Examples

Marlborough, MA

- *Allows shared parking in all districts for uses with different peak periods (i.e., offices vs residential buildings), allowing reductions of up to 1/2 of the minimum parking required for the uses separately.*
- *Requires reduced parking demand documentation & notification of open space for each parking space not provided due to shared parking*

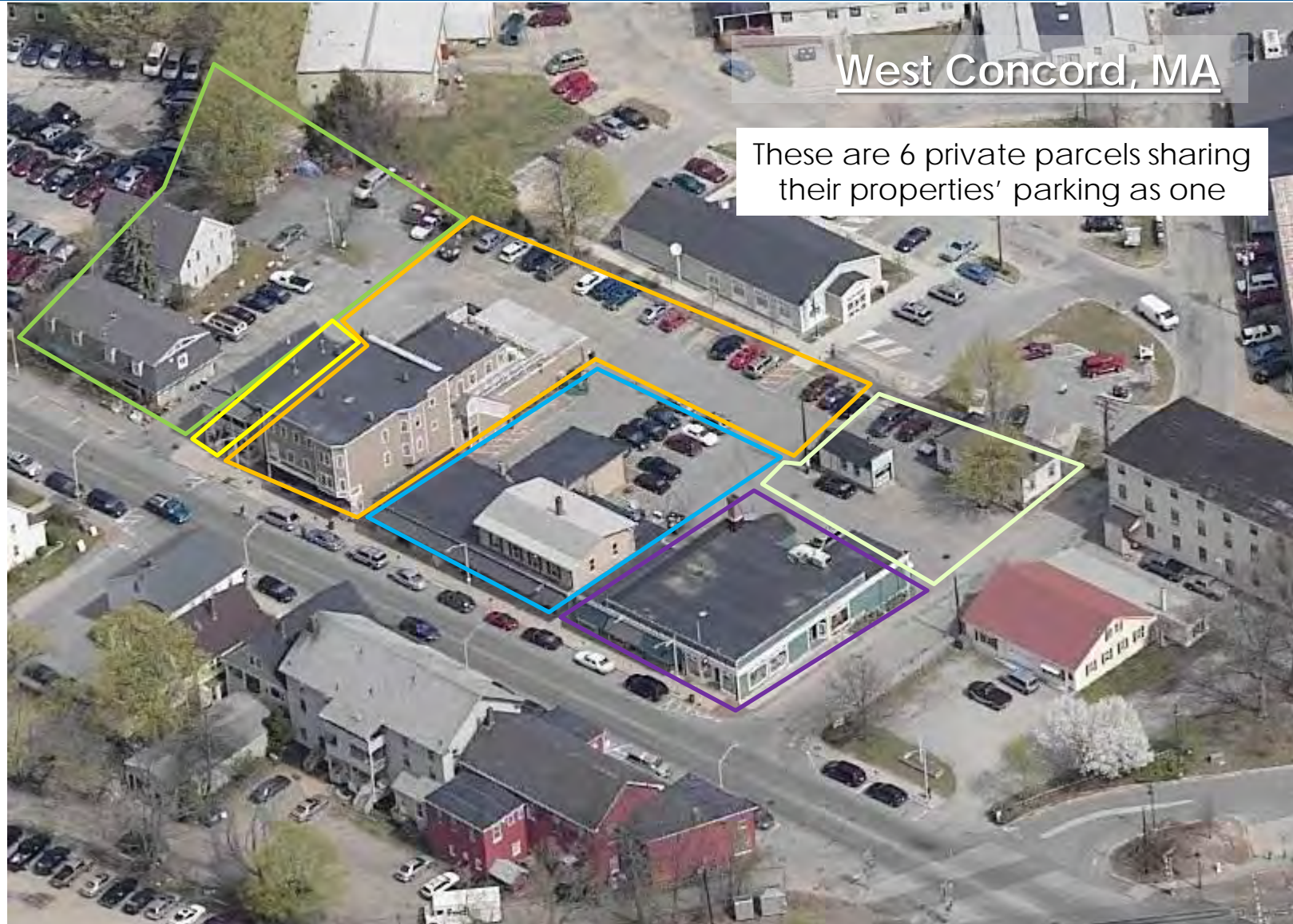
Stoneham, MA

- *Can implement shared parking by special permit (upon Planning Board approval)*
- *Up to 50% of required spaces can be shared (with uses of different peak periods)*
- *Involved parties must sign a joint-use agreement*

West Concord, MA

- *Allows shared parking between multiple uses, so long as the involved part provides the amount of parking in proportion with the use requiring the greatest # of spaces*
- *The Planning Board can approve a reduced in the number of parking spaces*
- *A written agreement must be signed between all involved parties*

4. Create a shared parking program & encourage shared parking in Elm Square



5. Reconfigure existing parking lots and open spaces

- Beautify parking facilities
- Create more parking spaces in current facilities
- Use shared parking agreements to open restricted parking lots
- Create attractive spaces for Farmers Markets, parks, and Elm Square events



5. Reconfigure existing parking lots and open spaces

Jon Val Hair
Salon

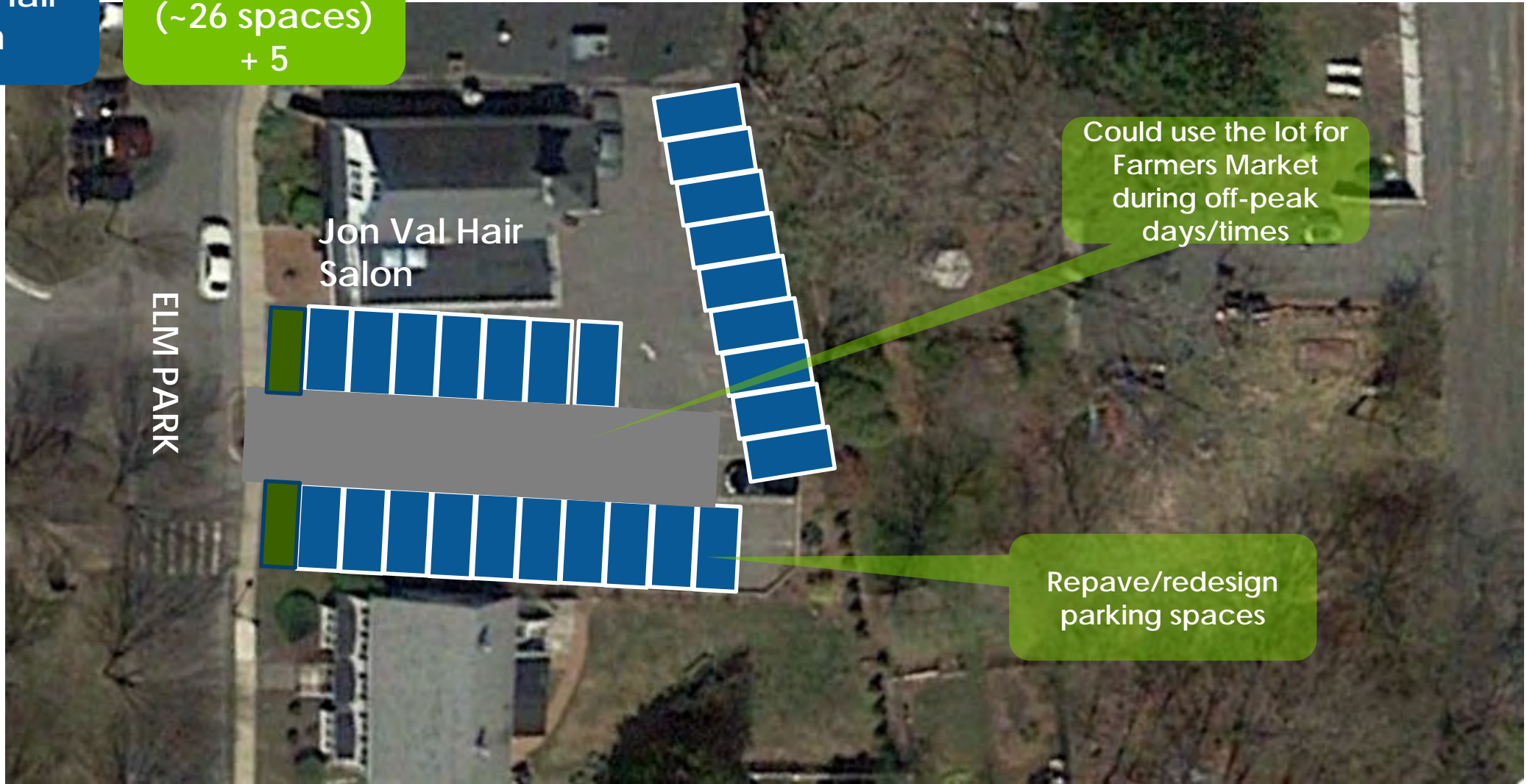
Existing
Conditions
(~21 spaces)



5. Reconfigure existing parking lots and open spaces

Jon Val Hair
Salon

Design 1
(~26 spaces)
+ 5



Could use the lot for
Farmers Market
during off-peak
days/times

Repave/redesign
parking spaces

Draft Strategies

1. Designate publicly-available off-street parking with signage
2. Add on-street parking on key Elm Square corridors
3. Create a more walkable Elm Square
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5. Reconfigure existing parking lots to expand shared supply

Study Goals

- Document existing parking supply and daily demand
- Improve parking system for residents, employees, customers, and visitors
- Identify and recommend parking supply efficiencies/opportunities to improve parking in areas of higher demand
- Develop flexible parking standards to support Elm Square development

THANK YOU!



APPENDIX C | SAMPLE SHARED PARKING AGREEMENTS

Sample Shared Parking Agreements

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 Licensors, 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 Licensors 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 Licensors 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, Licensors 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 Licensors do 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 Licensors for approval detailing all work to be performed at the Licensed Area. Such approval shall not be unreasonably withheld or delayed. Once approved by Licensors, any such plans will be incorporated as Exhibit B to this Agreement. Licensee agrees to follow any guidelines reasonably set forth by the Licensors, and Licensee shall coordinate any initial construction work in the Licensed Area with the Licensors. Licensee further agrees to reimburse Licensors for all costs associated with any construction activities (including but not limited to Licensors'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 Licensor as the result of the use of the Licensed Area by any person. Licensor 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 Licensor (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 Licensor.

14. Licensee agrees that in the event a public health, safety or security emergency should arise as determined at the sole discretion of the Licensor, the Licensor, its officers, agents and employees, shall have the right to enter upon the Licensed Area, and undertake whatever action may be necessary, in the Licensor'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 Licensor requires the removal of any vehicles, Licensor 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 Licensor 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 Licensor:

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 Licensor 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 Licensor within the Licensed Area.
19. Licensee acknowledges that the Licensor 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 Licensor'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 Licensor in all cases. Licensee hereby grants to Licensor all of Licensee's rights to such damages and covenants to deliver such further assignments or endorsements as Licensor 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 Licensor. 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 Licensor, by calling the Licensor's System Dispatcher at the Licensor's Boston Service Center (telephone number 617-541-7833), so that immediate repairs may be made, and shall also promptly reimburse the Licensor 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 Licensor.
23. **ADDITIONAL PROVISIONS:**
 - a. Licensee shall post a sign on the Property restricting access to Licensor'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

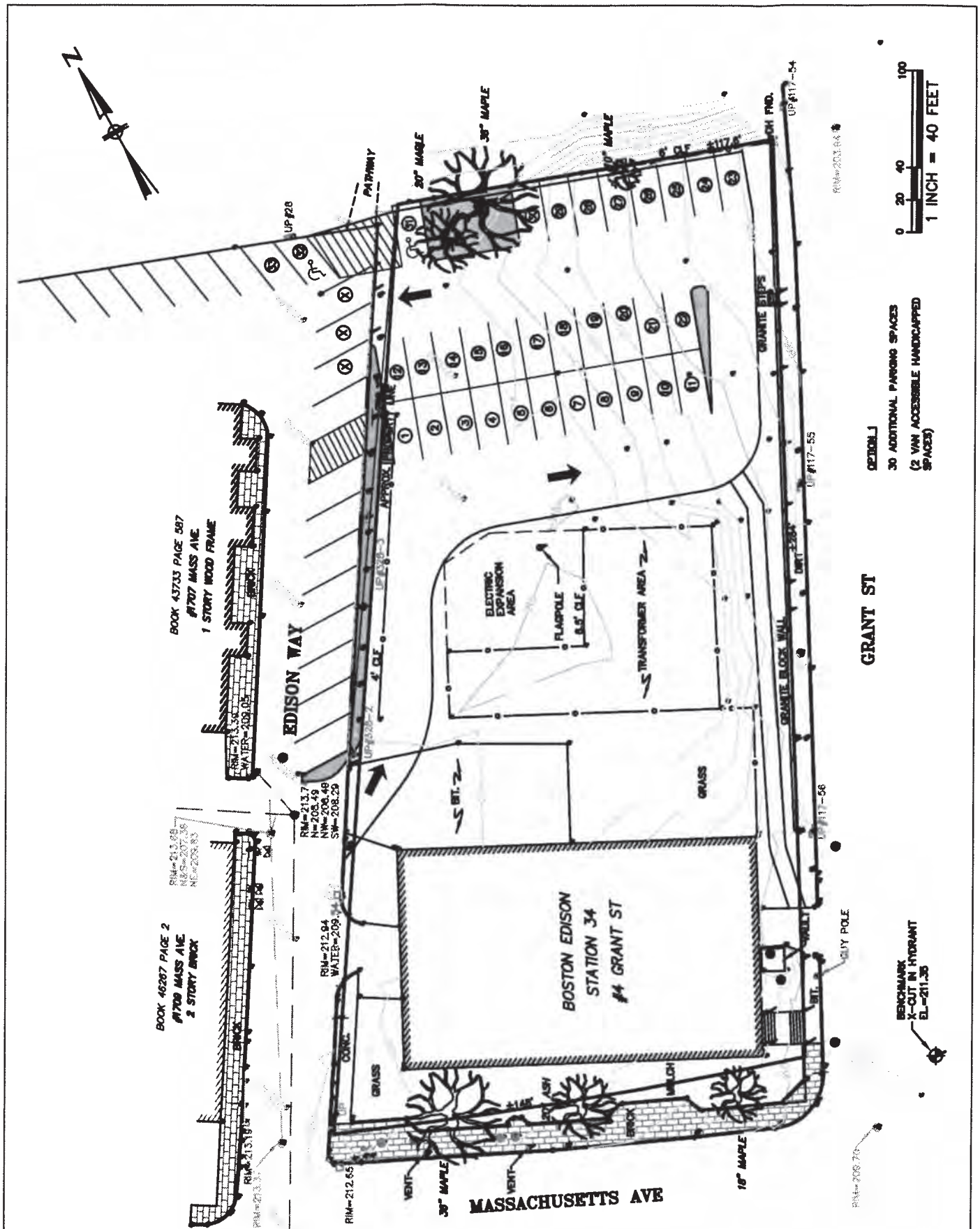
By: _____
Donald Anastasia
Assistant Treasurer

LICENSEE:

TOWN OF LEXINGTON

By: _____
Name: Carl F. Valente
Title: Town Manager

Conceptual Parking Plan 4 Grant Street, Lexington



DRAFT

PARKING EASEMENT AND MAINTENANCE AGREEMENT

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 (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

