

EXHIBIT A – Model Shared Parking Agreement between Private Parties

This Shared Use Agreement for Parking Facilities, entered into this ____ day of _____, _____, between (Primary Landlord), hereinafter called lessor and (Secondary User), 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 Lewiston, County of Androscoggin and State of Maine, hereinafter called the facilities, described as: (Facility Name) , a (Type of Facility) containing _____ spaces located at (Street Address).

The facilities shall be shared by the lessor and lessee according to the terms contained here commencing with the ____ day of _____, _____, and ending at 11:59 PM on the ____ day of _____, _____, for an agreed fee of _____ dollars per space per month OR other considerations as outlined in the agreement herein. The lessee agrees to submit any compensation due at (Landlord's Permanent Address) to lessor by the ____ day of each month unless otherwise dictated within this agreement. The lessor hereby represents that it holds legal title to the facilities

The parties agree:

1. USE OF FACILITIES

The lessor will make _____ spaces available for use to the lessee and the lessee's employees, residents, customers, visitors or other designated users for the hours of _____ to _____ between _____ and _____ .

- a. DESIGNATED AREA: The lessee agrees to restrict use of the subject facility to the area described as _____ at presented in Exhibit 1 (attached).
- b. APPROVED USE: The lessee agrees that the defined area for use only for the storage of functioning, privately-owned motor vehicles and will not be employed for any other use without the expressed written permission from the lessor.

2. MAINTENANCE

The lessee agrees to maintain and care for the property in a manner consistent with parking industry best practices.

- a. IMPROVEMENTS: In return for consideration of use, the lessee agrees to make the capital improvements to subject property as outlined in Exhibit 2 and having a total cost and/or value of _____ in exchange for the rights of use as presented.
- b. MAINTENANCE: The lessee agrees to adhere to the agreed schedule of daily, weekly, monthly, semi-annual and annual maintenance tasks as presented in Exhibit 3. The lessee will bear _____ % of total annual maintenance costs, with the balance to be paid for by the lessor.
- c. SNOW REMOVAL: The lessee agrees to clear the portion of the facility dedicated to its exclusive use within four (4) hours of the commencement of a snowfall in excess of 1” in average depth at its own cost. Plowed snow will be stored at _____.

3. UTILITIES and TAXES

The lessee agrees to reimburse the lessor for _____ % of all monthly utility costs and semi-annual property taxes, consistent with the portion of total area for the lessee’s use relative to the total square footage of the subject facility.

4. SIGNAGE

The lessee will, solely at their own expense, install signage in and around the subject facility that will:

- a. Define the boundaries of the designated parking area allotted for the lessee’s use;
- b. Present the parameters of use to parkers;
- c. Detail penalties for violation of the posted parameters;
- d. Identify the party responsible for enforcement of posted parameters.

5. ENFORCEMENT

The lessee will, solely at their own expense, undertake the following actions to ensure their parker’s compliance with posted usage parameters:

- a. Issue to each registered parker a sticker, hangtag, or other visual indicator that they are approved to park in the lessee's designated area.
- b. Assign personnel to periodically patrol the subject facility to ensure compliance with posted parameters and issue formal notices of violation.
- c. Retain the services of a bonded, insured towing company to remove violating vehicles from the property within twenty-four (24) hours of issue of a violation notice.

6. COOPERATION

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

Lessee shall carry and maintain at their sole cost, the following insurance coverages:

- a. Worker's Compensation insurance in compliance with the dictated standards for the State of Maine as appropriate.
- b. Garage liability insurance on an occurrence form basis with limits of not less than \$50,000 per occurrence with an annual aggregate limit of \$1,000,000 per location.
- c. Garage keeper's legal liability insurance (if applicable) insuring any and all automobiles that are parked at the premises for which a bailment otherwise is created, with limits of liability not less than \$50,000 per occurrence.
- d. Umbrella liability insurance, in excess following form, with an annual aggregate limit of not less than \$2,000,000.
- e. The liability policies affording the coverages described above shall be endorsed to cover Lessor and its employees, agents, directors and officers as additional insureds.
- f. All such insurance shall be with companies as shall be reasonably satisfactory to Lessor, and all such policies shall provide that they may not be cancelled or adversely altered without at least thirty (30) days' prior written notice to Lessor. Lessee shall deliver satisfactory certificates of insurance to Lessor and renewal

policies shall be obtained, and certificates delivered to Lessor, at least thirty (30) days prior to expiration.

- g. Lessor hereby waives all claims for recovery from Lessee and its employees, agents, directors and officers for personal injury and/or loss or damage to Lessor's property of the type covered by insurance actually carried by Lessor or which is commonly covered under an "all-risk" of direct physical loss insurance policy of the type customarily available in Lewiston, Maine, in either case irrespective of applicable deductibles.
- h. Lessee shall obtain Lessor's written permission to waive or modify any of the above insurance requirements. Lessee shall obtain and keep on file certificates of insurance showing that all of Lessee's subcontractors are so insured.

8. INDEMNIFICATION

Subject to the limitations set forth in this herein, each party each agrees to indemnify and save harmless each other party from and against any and all losses, liabilities, expenses (including, without limitation, reasonable fees and disbursements of counsel), claims, liens, damages or other obligations whatsoever (collectively, "Claims") that may actually and reasonably be payable by virtue of or which may actually and reasonably result from the inaccuracy of any of their respective representations or the breach of any of their respective warranties, covenants or agreements made in this Agreement or in any certificate, schedule or other instrument delivered pursuant to this Agreement; provided, however, that no claim for indemnity may be made hereunder if the facts giving rise to such Claim were in writing and known to the party seeking indemnification hereunder, such facts constituted a breach of the conditions to closing of the party seeking indemnification and the party seeking indemnification elected in any event to consummate the transactions contemplated by this Agreement. In addition, to the extent that applicable insurance coverage is available and paid to the party seeking indemnification hereunder with respect to the Claim for which indemnification is being sought, such amounts of insurance actually paid shall be deducted from the amount of the Claim for which indemnification may be sought hereunder and the indemnified party may recover only the amount of the loss actually suffered by the party to be indemnified. To

the extent that such insurance payment is received subsequent to payment by the indemnifying party hereunder, the indemnified party shall reimburse the indemnifying party, up to the amount previously paid by the indemnifying party, for the amount of such insurance payment.

9. TERMINATION

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.

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

_____	_____	_____
(Lessor)	(Lessee)	(City Official)
_____	_____	_____
(Organization)	(Organization)	(Title)
_____	_____	_____
(Date)	(Date)	(Date)

EXHIBIT B – Model Zoning Regulations for Parking

Parking Definitions:

Aisle: The driving portion of the parking area. The aisle provides access to each space.

Angled: Any parking space that is not parallel to the curb or aisle.

Bikeway: Any road, street, path, or way, which in some manner is specifically designated for bicycle travel, regardless of whether such facilities are designed for the exclusive use of bicycles or are to be shared with other transportation modes.

Big Box Retail: Single retail sales facility that has greater than 20,000 square feet of gross floor area and is contained in a single building.

BMPs (Best Management Practices): structural, vegetative, or managerial practices designed to treat, prevent, or reduce degradation of water quality due to stormwater runoff and snow-melt.

Downtown Zone: the major business district in a community or area of highest concentration of commercial activity and often including the local government center; often referred to as the ‘downtown’.

Free Standing Retail: Single retail sales facility of up to 20,000 square feet in size that is situated independently on a building lot and for which associated parking serves exclusively that facility

Gross Floor Area: The total floor area of a building.

Impervious Surface: A ground cover such as cement, asphalt, or packed clay or rock through which water cannot penetrate.

Indoor Recreation Facilities: Uses such as bowling alleys, billiard parlors, and skating rinks

Industrial Plant: Structure or complex of structures used for manufacturing, assembling, fabricating, warehousing, and related activities.

Mixed Use: A development that provides multiple compatible uses in close proximity to one another. And/or a land use pattern that seeks to increase concentrations of population and employment in well-defined areas with a mix of diverse and compatible land uses

Off-Street Parking: Parking spaces provided outside of the right-of-way of a street or highway.

On-Street Parking: Parking spaces provided within the right-of-way of a street or highway

Outdoor Recreation Facilities: Uses such as golf courses, amusement parks, miniature golf courses, and water slide parks.

Parking Area: That portion of a Lot set aside, marked, posted, or intended for parking, including total of circulation areas, loading and unloading areas, parking spaces and aisles, landscaped areas, bikeways, and walkways.

Parking Stall or Space: A space in which a single car is parked.

Parking Supply: The actual number of spaces provided and legally available at a land use.

Personal Services: Establishments primarily engaged in providing services involving the care of a person or a person's personal goods or apparel. It includes uses such as barber shops, beauty salons, shoe repair shops, and dry cleaners

Pervious Surface: Ground cover through which water can penetrate at a rate comparable to that of water through undisturbed soils.

Shared Parking: When parking spaces are shared among different structures or uses, or among mixed uses, and can include properties with different owners.

Shopping Center: An area that is comprised of three or more commercial establishments, the purpose of which is primarily retail sales, that has a combined gross floor area of 20,000 square feet or more, that is owned or managed as a unit.

Sight Distance: The distance visible to a driver from his/her position to other objects or vehicles, when at a point of turning or when stopping a vehicle.

Walkway: Any path or way, which in some manner is specifically designated exclusively for pedestrian travel.

Village Center Zone: The traditional center of the community, typically comprised of a cohesive core of residential, civic, religious, and commercial buildings, arranged along a main street and intersecting streets.

Section PG General Parking Requirements

Section PG.1 Number of Parking Spaces

Off-street parking shall be provided and maintained in connection with the use, substantial change in use, construction, conversion, or increase in intensity of use of buildings or structures, such spaces to be provided in the following amounts per 1000 square foot (sf) of Gross Floor Area (GFA):

Land Use	Maximum	Minimum
Bank	5	3
Big Box Retail	5	3
Drive-Thru Restaurant	12	2
Free Standing Retail	5	2
General Office Building	5	2
Industrial Plant	8	2
Medical Office Building	10	2
Nursing Home	4	1
Restaurants	12	6
Small Shopping Centers	6	3
Bed and Breakfast	1.2 space per guest room or suite	1 spaces per guest room or suite
Personal Services	3	2
Day Care Centers	1 space per 4 children at max. capacity	1 space per 8 children at max. capacity
Churches and Places of Worship	1 space per 3 seats in portion of the building used for services	1 space per 5 seats in the portion of the building used for services
Museums and Libraries	2	1
Social, Fraternal Clubs and Organizations	4	3
Elementary, Middle and High Schools	1 space per 3 seats in the auditorium	1 space per 5 seats in the auditorium
Hotels and Motels	1.2 space per guest room or suite	1 spaces per guest room or suite
Warehouse	1	1
Self Service Warehouse	1 space per 10 compartments	1 space per 20 compartments
Home Occupation	4 per dwelling unit plus 1.5 per non-resident employee	2 per dwelling unit plus 1 per non-resident employee
Multi-Family Residences	2.5 per dwelling unit	1 per dwelling unit
Commercial Kennel	3	1
Automotive Sales and/or Rental	3	1
Automotive Repair and/or Service	4	2
Gymnasiums, Physical Fitness Centers, Health Spas, Martial Arts Centers and Dance Studios	4	2
Indoor Recreation Facilities	5	5
Outdoor Recreation Facilities	As determined by the Commission based on a parking demand study	As determined by the Commission based on a parking demand study

For uses not listed in this section, the minimum and maximum number of parking spaces required shall be comparable to the closest other similar use as determined by the Commission.

Section PG.2 Handicapped Parking Space Requirements

All off-street parking areas shall include paved handicapped accessible parking spaces. Accessible parking spaces shall be at least 15 feet wide including 3 feet of cross hatch. Handicap accessible parking spaces and access aisles shall be level, not exceeding 2% slope in all directions. Handicap accessible parking spaces shall be provided in the following amounts relative to the total number of spaces provided in the parking area:

TOTAL PARKING SPACES IN LOT	REQUIRED ACCESSIBLE SPACES
1-25	1
26-50	2
51-75	3
76-100	4
101 –150	5
151-200	6
201-300	7
301-400	8
401-500	9
501-1000	2% of total
1001 and over	20 plus 1 for each 100 over 1000

Section PG.3 Waivers and Exceptions

Section PG.3.a Intent

It is the intent of these regulations that all structures and land uses be provided with a sufficient amount of off-street motor vehicle parking, while allowing for some flexibility of site design to accommodate the unique characteristics of individual properties. This section of the regulations is intended to set standards for conditions under which a waiver or exception from the general parking requirements may be allowed.

The Commission may require the submission of a parking demand analysis as part of any request for a waiver or exception from the general parking requirements.

Section PG.3.b Waivers

Except for buildings or parts of buildings used or occupied for residential use, all or part of the off-street parking requirements may be waived by the Commission where the proposed site planning, design, and construction includes the following:

1. Sufficient publicly owned parking spaces within 500 feet of the proposed development site.
2. Access to a regularly scheduled transit stop within 500 feet of the proposed development, with service available during commuting hours
3. Direct access from a bikeway to the proposed development
4. Provision of a regularly scheduled, municipally supported shuttle bus service from the development to an alternate safe, secure, and convenient parking facility

Section PG.3.c Parking Reduction Requests

In the case that an applicant believes that the required parking amounts are in excess of what is needed for the proposed use, the applicant may submit a request with justification to the Commission for a reduction in parking space requirements. The Commission will consider and act on this request concurrent with and as part of the full development application process.

Section PG.3.d Parking in the Central Business Zone or Village Center Zone

All requirements for number of off-street parking spaces as listed in Section PG.1 above shall be reduced by 25% where the use and associated required parking would be located within the Central Business Zone and/or Village Center Zone.

Section PG.3.e Parking for Mixed-Use Developments

In Mixed-Use developments, or developments where parking is affected by cooperative agreements between different land uses, for any proposed use, substantial change in use, construction, conversion, or increase in intensity of use of any buildings or structures, the applicant shall submit a parking demand analysis that demonstrates parking demand patterns. The parking demand analysis must be approved by the Commission and will serve as the basis for determination of required parking at the mixed-use site.

Section PG.3.f Parking In Excess of the Maximum

The Commission may approve parking lots with more spaces than the allowed maximum provided all of the spaces above the maximum number are composed of a pervious surface, and where adequate stormwater management is provided. The Commission may also approve parking lots with additional impervious parking spaces above the allowed maximum where the use of pervious spaces would not be environmentally sound and where an aggressive stormwater management plan is included with the application and implemented, employing, at a minimum, the stormwater management measures.

Section PG.3.g Parking Space Held on Reserve

For phased developments, the Commission may provide that up to 50 percent of the parking spaces required by this section will not be immediately constructed and may be kept in reserve. Such reserve parking areas must be kept planted and maintained rather than surfaced for parking until such time the additional parking space is necessary to serve completed phases of the associated development. No above ground improvements shall be placed or constructed upon such reserve parking area. The area designated as reserve parking must be clearly depicted on the phased development site plan and the terms and conditions of phasing of the parking area completion as determined by the Commission, must be clearly set forth in notations on the approved site plan.

Section PG.4 Parking Lot Design

Parking lots shall be designed to achieve the greatest efficiency of use of space practicable. In general, the preferred layout should have:

1. 90 degree parking
2. Parking provided around the periphery of the site with no parking located between the building and the street
3. Parking provided with one of the site layout options as shown in Figure 1 on Page ___ of these regulations.

PG.4.a Minimum Design Requirements

At a minimum, all parking lots shall:

1. Have a minimum stall size of 9' x 18'
2. Have rectangular parking stalls
3. Have aisle widths and parking angles in a minimum ratio as shown as follows:

Parking Angle	Minimum Aisle Width	Direction of Flow
45°	12'3"	One way
50°	12'9"	One way
55°	13'3"	One way
60°	14'3"	One way
65°	15'2"	One way
70°	16'	One way
75°	24'	Two way
90°	24'	Two Way

4. Have no greater than 5% slope
5. Have a number and location of access drives compatible with traffic circulation patterns both within the site and on the abutting street system
6. Provide sufficient stacking area (area where cars may need to wait in line to exit onto the street or to enter to circulate in the parking lot) for 2 vehicles at the inbound access drives to the site
7. No parking space shall be designed to allow a vehicle to protrude or overhang a sidewalk or any landscaped area.
8. Minimize potential conflict points between pedestrians, bicycles, and motor vehicles.

Required off-street parking facilities shall be maintained as long as the use or structure exists for which the facilities are designed to serve.

Section PS: Shared Parking

PS.1: Shared Parking

The Commission encourages parking lots for different structures or uses, or for mixed uses, to be shared in any zoning district. At the applicant’s request, shared parking may be provided, subject to the following provisions:

1. A reciprocal written agreement has been executed by all the parties concerned that assures the perpetual joint use of such common parking, a copy of which has been submitted to and is acceptable to the Commission. The Commission may forward such agreements to the town legal counsel for review.
2. The Commission may require the applicant to provide a parking study with all information deemed necessary to its decision-making on a shared parking arrangement. This information includes but is

not limited to a) the type and hours of operation and parking demand, for each use, b) a site plan displaying shared use spaces in the lot and walking distance to the uses sharing the lot, c) a description of the character of land use and parking patterns of adjacent land uses, and d) an estimate of anticipated turnover in parking space use over the course of 12 to 24 hours at the site.

3. Parking spaces to be shared must not be reserved for individuals or groups on a 24-hour basis.
4. Uses sharing the parking facility do not need to be contained on the same lot, but shall be a maximum of 500 feet from the closest parking space in the parking lot which is to be used and allow for safe, convenient walking for most parkers, including safe pedestrian crossings, signage, and adequate lighting. A waiver of the maximum allowable distance from the use to the parking may be approved by the Commission with written justification and supporting information provided by the applicant.
5. If the conditions for shared parking become null and void and the shared parking arrangement is discontinued, this will constitute a violation of zoning regulations for any use approved expressly with shared parking. The applicant must then provide written notification of the change to the Zoning Enforcement Official and, within 60 days of that notice, provide a remedy satisfactory to the Commission to provide adequate parking.

PS.2: Reduction in Parking Space Requirements for Shared Parking:

Where shared parking is provided among a mix of land uses, the Commission may allow the following, at the applicant's request:

1. Up to 30% of the parking spaces required for the predominant use on a site may be shared with other uses operating during the same time of day and days of the week. The predominant use is considered to be that which requires the most parking of those sharing the parking facilities.
2. Up to 75% of the parking spaces required for uses such as theaters, public auditoriums, bowling alleys, nightclubs, movie theaters, and similar predominantly evening uses may be shared with uses such as banks, offices, and similar predominantly daytime uses.
3. Up to 75% of the parking spaces required for uses such as churches and other uses exclusively in operation during the weekend may be shared with uses such as medical offices, banks, and other similar uses predominantly in operation on weekdays.