

JOINT-USE PARK-AND-RIDE LOTS

by

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(The opinions, findings, and conclusions expressed in this report are those of the author and not necessarily those of the sponsoring agencies.)

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ABSTRACT

Joint-use park-and-ride lots have proven successful in Virginia as well as other states. As expected, there are both positive and negative aspects of such lots; these are described in this report. In addition, information on incentives to lot owners, lease agreements, liability and insurance, and design is provided. Finally, the potential roles that the Virginia Department of Transportation may take in dealing with joint-use lots is discussed.

FINAL REPORT

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INTRODUCTION

A joint-use park-and-ride lot is defined as a parking lot built and used for a specific activity that is also used to accommodate commuter vehicles during the day. The lot itself is most often privately owned; for example, shopping centers, churches, professional sports arenas or stadiums, and movie theaters. Commuters may use the lot as a staging area for ridesharing activities, to park and ride mass transit, or both.

Formal lots are those for which there is some type of agreement between the owner of the lot and a ridesharing agency, transit agency, or local government. Typically, certain spaces are set aside for commuters, and proper signing is installed to identify that area. The sponsoring agency generally promotes the availability of the lot in its advertising. On the other hand, individual carpoolers and vanpoolers may simply agree to meet at a shopping center, church, etc. These lots are referred to as informal joint-use lots.

The Virginia Department of Transportation (VDOT) (specifically, the Public Transportation Division (PTD) thereof) is the state agency that promotes and funds public transportation and ridesharing (carpooling and vanpooling) within the Commonwealth of Virginia. As such, PTD is interested in the positive and negative aspects of joint-use park-and-ride lots and whether VDOT should promote and fund such lots.

PURPOSE, SCOPE, AND METHODOLOGY

The purpose of the project was to identify the positive and negative aspects of joint-use park-and-ride lots and determine whether VDOT should promote or fund such lots. The project was undertaken as a technology transfer effort and was limited primarily to synthesizing available information on joint-use park-and-ride lots. Information was obtained from a literature review, a short questionnaire, follow-up contact with local ridesharing agencies and transit operators, and discussion with an attorney in the Commonwealth's Office of the Attorney General. The project was further limited to formal joint-use park-and-ride lots.

LITERATURE REVIEW

A review of available literature uncovered much information about joint-use park-and-ride lots. The major topics of discussion were advantages and disadvantages, incentives to the owner, lease agreements, liability and insurance, and design. A summary of the findings from the literature for each of these topics follows. It is important to note that some of the findings were derived from dated literature; therefore, they may not be accurate. In addition to the references cited, literature proving beneficial to the review is listed in the Bibliography.

Advantages and Disadvantages

A commonly cited advantage is that joint utilization is the most effective use of existing parking supplies. Commuter parking demand usually complements the demand created by the primary use of the lot. That is, peak demand at shopping centers is typically in the evening and on weekends, obviously different from the needs of commuters. Likewise, peak demand for the primary use of lots at churches, movie theaters, and sports facilities occurs at different times.

Joint use is also cost-effective in that essentially no capital cost is required to implement a park-and-ride program either for transit or carpools and vanpools: the lot and access roadways already exist. The fact that there are minimum costs--if any--allows implementation of a park-and-ride program at locations where the demand is relatively low or uncertain. In the former case, the low demand would not warrant the cost of a lot exclusively for commuters. In the latter case, the joint use lot provides a means of testing the demand to determine if an exclusive commuter lot is justified. Further, the existence of the lot allows for a much quicker implementation of a park-and-ride program.

Other less cited--and debatable--advantages include the fact that the availability of shopping may encourage ridesharing and that the diversion of shopping to the center's off-peak time may allow a reduction in parking space requirements.

The most significant disadvantage of joint-use park-and-ride lots is that the sponsor of the ridesharing program typically has minimal or no control of the lot. Simply stated, the private owner's commitment is to the primary parking demands not to commuter parking demands. Accordingly, if conflicts arise between the needs of commuter parkers and the needs of primary parkers (shoppers for example) then the owner may reduce the available spaces or even prohibit commuter parking. Lease agreements may protect the sponsor to some extent; however, the owner has the final decision. Thus, the park-and-ride program may incur a major disruption. This problem might occur even if there are no conflicts if the ownership changes hands and the new owner simply has a different attitude to commuter parking. A final ramification of lack of control is that expansion space may not be made available (or may not exist) should commuter demand be greater than initially projected or should it experience rapid growth.

Another practical problem is that the park-and-ride operation must be incorporated into the existing layout and design of the lot. There may be difficulties in developing desirable access and circulation patterns. Also, the pavement may not have been designed for continual use by buses.

A final possible disadvantage is that commuters may perceive a joint-use lot as being temporary and thus be reluctant to change to ridesharing.

Incentives to Owners

Incentives that are applicable to all joint-use park-and-ride lots include the services that the ridesharing sponsor may provide through a formal or informal agreement with the owner. For example, lighting or security patrols may be provided at the lot; general maintenance activities such as repaving, striping, and snow removal may be provided; and other beneficial site-specific services, such as the installation of fencing, may be agreed upon at the outset of the ridesharing program.

Other incentives reported in the literature are applicable only to lots located at shopping centers. Owners often perceive that allowing commuter parking can adversely affect business by creating congestion in the lot and by taking up needed parking spaces during busy times of the year. Accordingly, incentives other than those mentioned earlier are needed. An important incentive is the free advertising received by the center. For example, the name of the center may be used in the promotional programs of the sponsoring ridesharing agency. In the case where transit service is provided to the lot, the particular route may be designated by the name of the center. Finally, the presence of parked commuter cars creates an impression of activity at the center, and this provides positive advertising.

Another incentive is the goodwill that is created in the community. The center's support of ridesharing can be credited with convenience to motorists, with a reduction in congestion and air pollution, and with a savings in energy.

The final and probably most important incentive is the increased sales derived directly from commuters. It is stated that commuters often shop where they are parked, and two studies, one by the Connecticut DOT (1) and one by JHK and Associates (2) have documented this.

The Connecticut DOT undertook surveys of five express bus services that originated at formal shopping center joint-use lots in 1983. The number of reserved commuter spaces ranged from 180 to 504, which was between 15 and 41 percent of the total spaces at the centers. Utilization of the commuter spaces was between 56 percent and 92 percent. Based on a questionnaire completed by users of the lots, it was estimated that approximately \$2.18 million was spent annually at all five shopping centers by commuters using the lots. The total expended annually per utilized space ranged from \$830 to \$1,703 at each of the five lots. The average expenditure per space was \$1,142. Approximately \$357 (or 31 percent) of the average expenditure per space was spent by people who were new shopping center patrons because of the availability of bus service and commuter parking. Finally, about 90 percent of the individuals who shopped

regularly at the centers prior to commuter services reported that shopping was now more convenient.

In the JHK study, commuters at three shopping center joint use lots in the Maryland suburbs of Washington, D.C., were surveyed in 1981. Two were formal lots and had designated spaces for 320 and 460 vehicles, which amounted to about 10 percent of the total number of spaces. An informal lot at the third center served about 200 parkers, amounting to about 20 percent of the center's parking capacity. Survey results indicated that between 25 percent and 45 percent of park-and-riders shopped at the shopping center on a typical day. Approximately 67 percent of this shopping activity was either diverted from other shopping locations or was newly induced. The estimated daily expenditure was \$5 per park-and-rider. If 260 annual workdays are assumed, then it can be estimated that a shopping center receives about \$1,300 annually per park-and-rider. This amount is very close to the average of \$1,142 per utilized space reported by Connecticut.

Figure 1 is a copy of a letter the California DOT uses to encourage private owners to consider joint utilization.

Lease Agreements

A lease is a contract which conveys a facility or real estate with specific rent and conditions regarding its use. Joint-use leases simply dedicate a portion of an existing parking facility to park-and-ride operations. The leases may be formal, in which case documents are signed, or informal, in which case there are no written documents. It is generally recommended that formal leases be developed in the case of joint-use facilities. The lease clarifies the responsibilities of each party and officially establishes the lot for a certain period of time. This has advantages both to the property owner, who receives certain services, and to the ridesharing sponsor, who receives an assurance that the lot will be available within certain time limits.

There are examples throughout the country of formal joint-use leases being executed by state and local governments and transit agencies. Several of these leases are reproduced in Appendix A. The terms and conditions of these examples vary considerably, which exemplifies the need to ensure that a proposed lease agreement conforms to local and state regulations. For example, several state transportation departments do not have the authority to enter into a formal agreement with a private party. Applicable local and state legal counsel should be involved in developing joint-use agreements.

Although no single model is applicable to all lease situations, the following are the primary elements that may be covered in leases for park-and-ride facilities (3). Nos. 2, 4, 5, 6, and 7 are essential to any agreement.

1. Purpose--What the lot is to be used for.
2. Premises--A separate attachment detailing the lot or area of the lot to be used for park-and-ride.
3. Access--If only a certain area is to be used for park-and-ride, access must be guaranteed for those spaces.

September 17, 1984



The State is seeking your permission to use a portion of your lot as a Park-and-Ride facility. We have recently received several inquiries from members of your local community seeking commuter parking.

CALTRANS has been involved in the development of cooperative agreement Park-and-Ride lots with the private sector since 1976. These are mutually beneficial to the State, the commuters, and the business community. The State and local communities benefit from the reduction in air pollution and energy usage. The commuter benefits from reduced operating expenses and more efficient usage of travel time. The business community benefits from increased shopping by the commuters and a positive image.

Park-and-Rides are parking lots where commuters meet, park their cars and share a ride to work. We have had great success using shopping centers as Park-and-Ride lots. Currently there are 1 shopping center lots in the program. The following are reasons for their success:

- Typically commuters arrive at the Park-and-Ride lot before 8:00 a.m. and return for their cars by 5:00 p.m. Therefore there is little commuter traffic in the lot during the day which might interfere with daily business.
- Positive public relations image for the business community and the State is enhanced.
- There is a great deal of community involvement in Ride-sharing.
- Park-and-Ride facilities do promote the conversation of energy resources and reduce pollution.
- The State supplies liability and property insurance covering commuter activities on your property.
- The cooperative agreement between a private party and the State has a 30 day reversal clause which allows a business to cancel the agreement at any time for any reason.
- The State clearly marks the section of the parking lot to be used as a Park-and-Ride to ensure that commuters park only in the designated area.
- The typical Park-and-Ride user is a working adult from the local community. Historically, we have few accidents, acts of vandalism or litter problems in the parking lots.

September 17, 1984

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Economic Rewards

- o 88% of the commuters are customers of the business in the facility where they park.
- o 36% of the commuters are new customers of the shopping facility.
- o approximately \$22 is the average weekly amount spent by each commuter.

Private Sector Park-and-Ride lots have economic benefits for everyone. The business community's personal commitment to the community-at-large will help support this program and provide the business community with the potential of additional patronage.

Enclosed for your inspection is a Cooperative Agreement, and a Park-and-Ride Facilities Map. The State has attempted to make the Cooperative Agreement with private parties relatively risk free by providing insurance and by including a 30-day termination clause. Private lot owners find Caltrans to be very responsive to problems or questions that might arise. Please feel free to call if you have additional questions about participating in the program.

Thank you for your time and attention on this matter.

Caltrans, District 7
Public Transportation and
Ridesharing Branch

OJ:cr

Encl:

Figure 1. Letter of solicitation for joint-use lot program participation
Source: Park-and-Ride Facilities--Guidelines for Planning and Design

4. Term--How long is the agreement for? What are the cancellation procedures? What is the status of any improvements made to the lot in case of cancellation?
5. Improvements--What type of improvements will be made to the lot? What is the notification procedure if the agency needs to go beyond the initial agreement? This could be a separate document detailing the improvements that will be effected. It could also be a part of the maintenance agreement.
6. Maintenance--Who will perform specific duties? Such sections generally ask the owner of the lot to notify the agency of any maintenance that needs to be performed. For added flexibility, specific detailed maintenance responsibilities should be listed in a separate agreement.
7. Liability Insurance--What types of insurance will be provided, if any. If none is to be furnished, it should be first ascertained that the agency is not legally responsible for liability claims, and this should be made clear in the agreement.
8. Use of Premises (non-discrimination)--Some agreements stipulate that the lot shall be open for use by anyone without discrimination by the lot owner. In some cases, this appears to be required by law when a government agency is involved.
9. Examination of Property--Agreement attesting to the fact that the agency has examined the property and found it in good condition or that it accepts the property in its existing condition.
10. Licensing--In cases where only a license is granted by the lot owner, it must be made clear that no legal title or leasehold interest is created in the property.
11. Governmental Charges--Finally, a clause should state that the agreement imposes no obligation on the sponsoring agency to pay the lot owners' taxes and the like.

Liability and Insurance

In recent years, the question of liability in the case of personal injury or property damage has been a key issue whenever any action is to be undertaken. Implementation of a joint-use park-and-ride lot is no exception. In this case two parties are involved--the property owner and the ridesharing sponsor, which is most often a public entity of some form. The property owner generally desires to absolve himself of liability for the commuter parking; the ridesharing sponsor must generally be prepared to take responsibility for the liability. The doctrine of sovereign immunity has been used in the past as a defense for public bodies against law suits regarding liability; however, the courts have taken away much of this immunity in recent years. Accordingly, the ridesharing sponsor must seriously consider the question of liability when implementing joint-use lots. Specific issues relating to liability at parking lots include security, maintenance, lighting, and traffic control devices. It is important that the degree of liability established by the laws and ordinances of the jurisdiction be researched and understood before implementing a joint-use lot through either formal or informal agreements. Insurance is often taken out as protection against liability. Many states and some localities are self-insured, and this may cover park-and-ride liability. The

state of Michigan requires the property owner to purchase insurance for joint-use lots and then reimburses them for the cost. The state of California purchases liability insurance covering installation, maintenance, and use of the lot for injury, death, and damage to protect property owners with whom lease agreements are made. The state of Connecticut insures joint-use lots through its State Insurance Purchasing Board. Legal counsel should be involved from the outset in the establishment of a park-and-ride project to address insurance requirements.

Design

Since most joint-use lots are established at existing parking lots, most basic design features have already been set. The following factors, however, should be considered (4).

Adequate Size

A parking lot must be selected that is large enough for the usage it is expected to receive and for a possible increase in its usage. The size of lot required will depend on the type of bus service to be provided at the lot. For example, an express bus from a remote lot (10-20 miles from the destination) would attract more riders and would therefore need to use a large shopping center or sports arena; whereas lots that are served by a local route and are nearer the destination (4-10 miles) usually generate fewer patrons and can utilize churches or neighborhood shopping centers.

Delineation

The part of the lot designated for park-and-ride use should be well marked to prevent interference with other traffic in the lot and to make it easier for the commuter to use. There should be bus logo, directional and informational signs, and painted parking stalls and crosswalks. The bus loading area should also be clearly marked for improved safety for pedestrians and increased mobility for buses.

Design

Another problem with joint-use parking lots is that they are not designed for transit vehicles. Alterations may be required at the entrances and exits of the lot to accommodate the wider turning radii, greater axle loads, and allowable grades for these vehicles. As with the exclusive park-and-ride lot, the loading area and roadways that will be used by the buses should be constructed with pavement capable of carrying heavy loads. A way to avoid altering the lot might be to provide a loading zone for buses directly off the street. This would allow the lot to be

used by park-and-ride automobiles without requiring buses to enter the lot.

Amenities

The need for amenities at a joint-use lot is not as great as for the more permanent facilities. The additional expenditures are usually not warranted as the facility is either an interim lot, or it serves too few people. Generally, the amenities for the joint-use lot should include a bus shelter with benches, an information board that indicates the schedules, trash receptacles, and newspaper vending machines. There is less need for additional security measures since the park-and-ride operation would most likely share a lot that is lighted and has some form of security already available.

JOINT-USE PARK-AND-RIDE LOTS IN VIRGINIA

A questionnaire (see Appendix B) was mailed to all ridesharing agencies and transit properties in the state. Based on the responses received as well as some telephone conversations, the following information on joint-use park-and-ride lots in Virginia was obtained.

Identification of Lots

The first part of the questionnaire requested that existing formal joint-use park-and-ride lots be identified. It is recognized that many informal lots (locations where individuals mutually agree to meet to pool) exist; however, the emphasis of the survey was on commuter lots for which agreements between the property owner and another agency exist.

There is only one location in the state where written agreements are executed. Fairfax County has formal agreements with at least two shopping centers, a movie theater, a church, and a bowling center. Copies of two of these agreements are contained in Appendix C. Verbal agreements exist between the county and several other shopping centers or department stores. All lots are utilized by a combination of commuters either boarding a bus or meeting other poolers.

Lots based on verbal agreements also exist in other areas of the state. Prince William County has such agreements with two shopping centers, a department store, and a church. A written agreement was not sanctioned by the county because of questions concerning liability. Other joint-use lots operating under verbal agreements exist in Virginia Beach and Chesterfield County. In one case in Virginia Beach, commuters were individually asked to sign and return a hold harmless agreement (see Appendix D). In Chesterfield County, the county allows commuter parking at a county park for transit users.

Several respondents in the above areas and in other areas noted the existence of bus service to various shopping centers. Bus stop signs had even been erected in some of the parking lots of the centers; however, no verbal or written agreements were known to exist.

Finally, there is a draft written agreement between the Tidewater Transportation District Commission and the Alcoholic Beverage Control Board of the Commonwealth of Virginia now being reviewed by legal staff. This agreement allows for 85 spaces at the ABC Board's district office in Chesapeake to be designated for use as a park-and-ride lot for carpoolers and vanpoolers.

Advantages

The following advantages of joint-use park-and-ride lots were cited by respondents.

1. To the ridesharing agency (or jurisdiction) there would be a cost savings over building a single-use commuter lot.
2. To the property owner:
 - o possible income from rent
 - o increased foot traffic for businesses.
3. To the commuter:
 - o proximity to major highway
 - o ease of access
 - o free parking
 - o availability of security.
4. Of a formal lot versus an informal lot:
 - o usage cannot arbitrarily be stopped by owner
 - o signing can be placed to promote the lot
 - o availability can be advertised
 - o spaces can be clearly marked to separate users and nonusers.

Disadvantages/Difficulties

The following disadvantages of or problems encountered with joint-use park-and-ride lots were cited by respondents:

- o liability and insurance issues
- o red tape involved with working out agreements
- o owners often from out of the area
- o difficulty in selling idea to owners
- o additional maintenance for ridesharing agency (or jurisdiction)
- o increased litter and vandalism

- o commuters and ridesharing agency at mercy of property owners (except where formal agreement offers some protection).

LEGALITY OF VDOT AGREEMENTS

In a telephone conversation with Mr. James F. Hayes of the Attorney General's Office (5), he said the VDOT is able to enter into an agreement with a private party. Further, should VDOT so choose, it can assume in a written agreement responsibility for liability insurance and maintenance at the lot. The Department is not able, however, to provide a hold harmless agreement; i.e., to hold the private property owner harmless from any claim of personal injury or property damage occurring at the lot. This is illegal for two reasons: (1) an agreement of this nature obligates state money to pay an unlimited judgment, and (2) it waives the state's sovereign immunity. Both of these are legislative prerogatives.

With regard to liability insurance, the Division of Risk Management of the Department of General Services can advise on the specific procedures necessary to obtain coverage at joint-use park-and-ride lots. Mr. Hayes indicated that coverage at joint-use lots could probably be added to the insurance now carried for state property, whether the state is self-insured or under a private policy. He likened it to the responsibility assumed at commuter lots built by VDOT, except that the lot is on private property. In other words, a separate policy for joint-use lots is probably not needed.

It should be noted that although Mr. Hayes supported the legality of VDOT agreements, he does not advocate VDOT entering into such agreements. In general, all parties to an agreement should benefit, and benefactors in the case of joint-use park-and-ride lots are typically the owner of the property, the ridesharing agency or transit property, and the commuter. VDOT does not receive direct benefits. Thus, he envisions such agreements as being undertaken at the local level, with VDOT serving in a facilitating role.

ROLE OF VDOT

As indicated earlier in the introduction to this report, VDOT currently supports public transportation and ridesharing activities within the state. Further, joint-use park-and-ride lots have proved successful in Virginia as and other states. Therefore, there is clearly justification for PTD assuming an active role in the promotion and funding of joint-use park-and-ride lots. The question is what that role should be, and the answer must be made by top management within VDOT. Two possible roles--one involving minimum participation and one maximum--are discussed in the remainder of this section.

Minimum Participation

At a minimum, PTD could distribute copies of this report to transit properties and ridesharing agencies throughout the state. This document would provide a tool for use by locals in establishing formal joint-use park-and-ride lots. An additional activity under minimum participation would be to provide funding to assist the locals in establishing the lots. This money could be provided for technical assistance to be used for promoting or arranging for the lots or capital assistance for such items as signs, benches, shelters, etc. at the lot.

Maximum Participation

PTD could undertake a statewide investigation of potential joint-use park-and-ride lots, approach the owners about using their lots, and execute agreements between VDOT and the owners. A full agreement would involve a commitment of state forces for maintenance at the lots, state monies for improvements at the lots, and, possibly, liability insurance. A thorough in-house investigation and approval of the ramifications would need to be pursued by PTD prior to making these commitments. An alternative would be to require the local agencies to conduct the investigation and approach the owners rather than PTD. State participation could also be reduced by utilizing a modified agreement rather than the full agreement mentioned previously; for example, VDOT might provide maintenance but no insurance, or vice-versa.

SUMMARY

When commuters park their vehicles at a shopping center, church, or movie theater and transfer to another vehicle (be it auto, van, or mass transit) to continue their work trip, the parking lot is referred to as a joint-use park-and-ride lot. If there is an agreement describing the lot's usage between the lot's owner and another agency, the lot is a formal joint-use lot. The major elements of a typical agreement include a description of the specific parking area, the improvements to be made (signs, benches, shelters, etc.), maintenance responsibilities, liability of the parties to the agreement, and terms of the agreement (length, cancellation procedures, etc.).

Joint-use park-and-ride lots have proved successful in Virginia and other states. Such usage is the most effective use of existing parking supplies since the secondary user (e.g., the commuter) complements the primary user (e.g., the shopper). Joint usage is also very cost-effective because single-use commuter lots do not need to be built. Such arrangements are beneficial to the owner of the lot as additional security, lighting, snow removal, repaving, and striping may be received. In the specific case of shopping center lots, the owner may receive free advertising, good will from the community, and increased sales derived directly from the commuters.

Joint-use lots obviously have disadvantages and related problems. The single most important disadvantage is that usage of the lot is ultimately controlled by the owner. Thus, if commuter parking increased congestion in the lot, increased vandalism and litter, or took up needed parking for shoppers (e.g., at Christmas), then the owner could terminate all arrangements and severely disrupt commuting with relatively little notice (if any).

Agreements mitigate this disadvantage to some degree; however, agreements themselves have problems. Most problems relate to the legality of the aforementioned elements. For example: Can an agency enter into an agreement with a private party? Can maintenance be provided on private property? Can liability be assumed on private property? These legal questions must be answered wherever joint-use agreements are being proposed.

The Virginia Office of the Attorney General has advised that it is legal for state agencies (in this case VDOT) to enter into an agreement with a private party. Further, VDOT can commit to maintenance and, within certain limits, responsibility for liability at joint-use lots. Likewise, local jurisdictions have these options as evidenced by agreements in Fairfax County. The question becomes, therefore, how much participation is desirable by VDOT or the local jurisdiction, and this is a decision to be made by top management.

For the VDOT, that decision could be to have a minor role and simply support joint-use lots through promotion and possibly funding, or at the other extreme, to take a major role as a party to actual agreements with private parking lot owners.

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APPENDIX A

Examples of Formal Joint-Use Agreements

AGREEMENT

THIS AGREEMENT, made as of the _____ day of _____ 19____, by and between the METROPOLITAN TRANSIT AREA, a public corporation and political subdivision of the State of Minnesota, acting by and through its governing body, the Metropolitan Transit Commission (hereinafter called "MTC") and the _____ a body corporate of the State of Minnesota (hereinafter called "Church").

WITNESSETH, that:

WHEREAS, the CHURCH desires to contribute to the reduction of transportation problems in the St. Paul and Minneapolis metropolitan area;

WHEREAS, the MTC wishes to establish locations within the metropolitan area at which passengers may park their automobiles and ride an MTC bus to the downtown areas of Minneapolis and St. Paul;

WHEREAS, the CHURCH owns and maintains a parking lot presently used primarily for parking by members of the CHURCH attending Sunday services;

NOW, THEREFORE, IT IS MUTUALLY AGREED, by and between the parties hereto, as follows:

1. Use of Parking Lot. The MTC may use the parking lot owned by the CHURCH located at, Minnesota, as a park-and-ride lot for the parking of at least 25 automobiles of MTC passengers.

2. Time of Usage. The parking lot may be used by the MTC on Monday through Friday. Saturdays, Sundays, Good Friday, Thanksgiving Day, Christmas Day, and other church holidays specified by the CHURCH shall be days MTC use of the parking lot is prohibited.

3. Maintenance. The CHURCH shall arrange for regular and/or timely snow plowing in accordance with the provisions and diagrams set forth in Exhibit A attached hereto. All abnormal maintenance or repair required by the extra usage resulting from this Agreement shall be provided by the MTC.

4. Signs. The MTC may, with the agreement of the CHURCH, erect a sign on or adjacent to the parking lot designating the area as a park-and-ride and specifying the days on which it may be used as such by MTC passengers.

5. Insurance. The MTC represents that it is a qualified self-insurer under the Minnesota Safety Responsibility Act.

6. Indemnity. The MTC agrees to indemnify and save harmless the CHURCH from and against all claims or demands of every nature on account of injury to or death of persons or damage to or loss of property caused by or resulting in any manner from any acts or omission of the MTC, its agents or employees, in the direct operation of the parking lot as a park-and-ride lot under this Agreement. The MTC shall also indemnify and hold harmless the CHURCH against risk of loss of all kinds through injury to the MTC's employees while in the course and scope of their employment under this Agreement.

7. Term and Termination. This agreement shall be in force for an indeterminate period of time, but may be terminated by either party hereto upon thirty (30) days written notice.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the persons thereunto duly authorized as of the day and year first written above.

METROPOLITAN TRANSIT COMMISSION

By

_____, Chief Administrator

CHURCH

By

Church Representative

PARK-AND-RIDE LOT AGREEMENT NO. _____

THIS AGREEMENT, DATED _____, IS BETWEEN THE CALIFORNIA STATE DEPARTMENT OF TRANSPORTATION, HEREINAFTER REFERRED TO AS "CALTRANS", AND _____, HEREINAFTER REFERRED TO AS "OWNER".

1. PURPOSE

The purpose of the Agreement is to provide a portion of Owner's premises as a staging area for persons interested in participating in carpools, vanpools, or other ridesharing vehicles.

2. PREMISES

Owner hereby licenses CALTRANS to use that portion of Owner's premises marked "Park-and-Ride" on attached map ("Exhibit A") and made an express part of this Agreement.

3. TERM

The term of this Agreement shall be from the beginning date of _____, however, terminate this Agreement by giving 30 days written notice to the other party of its intent to terminate.

4. USE OF THE PROPERTY

The specified "Park-and-Ride" staging area may be used as a parking lot by persons traveling in carpools or other ridesharing vehicles. CALTRANS will, at its own expense, place signs and painted stripes, with the Owner's advance approval, to designate the specified staging area. Upon termination of this Agreement, CALTRANS will remove the signs and obliterate the stripes.

5. ACCESS

CALTRANS may use the Owner's property surrounding the premise for vehicle and pedestrian access and circulation for persons in carpools.

6. MAINTENANCE

Owner will provide reasonable maintenance for the designated staging area and improvements thereon. Owner agrees to notify CALTRANS promptly of defects in parking areas, even though CALTRANS may make periodic inspection of the premises.

7. GOVERNMENTAL CHARGES

CALTRANS will have no obligation to pay any taxes, assessments, or governmental charges against the premises.

8. INSURANCE

CALTRANS will, at all times during the term of this agreement take out and keep in force at its own expense, (a) public liability insurance to protect CALTRANS and Owner, their officers, agents and employees against any liability to the public, incident to the use of, or resulting from, injury to, or death of, any person caused by or resulting from the installation, maintenance or use of said "Park-and-Ride" area in the amount of not less than \$1,000,000 to indemnify against the claim of one person and in the amount of not less than \$1,000,000 against the claims of more than one person resulting from any one occurrence; (b) property damage liability insurance to protect CALTRANS and Owner, their officers, agents and employees against any liability for damage to property, including property of Owner, caused by or resulting from the installation, maintenance, or use of said "Park-and-Ride" area in the amount of not less than \$1,000,000 for each occurrence.

9. STATE RESPONSIBILITY FOR PROPERTY DAMAGE TO ASSETS OF OWNER

CALTRANS assumes responsibility to correct any losses or damages to property of Owner caused (or resulting) from installation, maintenance, or use of Owner's property as a "Park-and-Ride" area to a limit of \$10,000 but not to exceed the amount to replace damaged property and materials with those of like kind and quality.

OWNER:
Approved _____

STATE:
Approved _____

Approval Recommended _____

by _____

Title _____

DEPUTY DISTRICT DIRECTOR
DEPARTMENT OF TRANSPORTATION
STATE OF CALIFORNIA

Property Address: _____

Number of Spaces: _____

Stalls _____

PARK AND RIDE FACILITY LEASE AGREEMENT
FOR PORTLAND, OREGON

This agreement, dated _____, between the Tri County Metropolitan Transportation District of Oregon, and _____ (Owner).

1. Purpose. The purpose of this Agreement is to provide Tri-Met with the use of part of Owner's premises as a park and ride and carpooling facility for the benefit of Tri-Met's patrons and persons in carpools.

2. Premises. Owner hereby licenses Tri-Met to use for park and ride and carpooling purposes that portion of Owner's premises marked "Park and Ride" in Exhibit "A" hereto (hereinafter called "Premises").

3. Term. The term of this Agreement shall be _____ years from date hereof. Either party, however, may terminate this Agreement after _____ months by giving _____ months notice to the other party of its intent to terminate.

4. Use of the Property. Tri-Met may use the Premises for a park and ride facility for Tri-Met and its patrons, and for a carpooling parking facility; vehicle access and parking for Tri-Met patrons and persons in carpools; marking of the Premises; and all similar and related uses. Tri-Met will be the owner of all improvements it places on the Premises, but will obtain the Owner's written approval before placing any improvements on the Premises.

5. Access. Tri-Met may use the Owner's property surrounding the Premises for vehicle and pedestrian access and circulation for Tri-Met and its patrons, excluding buses, and persons in carpools.

6. Marking of Premises and Publicity. Tri-Met may mark the Premises, and will install a sign indicating that the Premises are available for Tri-Met patrons and persons in carpools as a result of Owner's courtesy. Tri-Met will obtain Owner's written approval before placing any improvements on the Premises.

Page Two - AGREEMENT

7. Maintenance. Tri-Met will provide reasonable maintenance for the Premises and improvements thereon. Owner agrees to notify Tri-Met promptly of defects in parking areas which could give rise to third party injury or damage, even though Tri-Met may make periodic inspections of the Premises.

8. Governmental Charges. Tri-Met will have no obligation to pay any taxes, assessments, or governmental charges against the Premises.

9. Liability. Tri-Met will hold Owner harmless from all claims, damages, losses and expense arising out of Tri-Met's installation, maintenance and permissible use of the park and ride facility.

10. Termination. On termination of this Agreement, Tri-Met will surrender use of the Premises to Owner, will remove all signs and structures placed on the Premises by Tri-Met, and will repair any damage to the Premises caused by the removal.

OWNER

TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON

By _____

By _____
Director of Contract Administration

Title _____

Property Address _____

THIS PERMIT AGREEMENT, made this day of 19 , by and between Michigan, hereinafter referred to as the "GRANTOR", and the Michigan State Highway Commission, hereinafter referred to as the "COMMISSION", is for the purpose of granting to the COMMISSION a permit for the use of the hereinafter described property as a "Carpool Parking Lot";

WITNESSETH:

WHEREAS, the COMMISSION, acting through the Michigan Department of State Highways and Transportation, hereinafter referred to as the "DEPARTMENT", desires to establish a "Carpool Parking Lot" to be used by the general public for parking vehicles when commuting; and

WHEREAS, the land desired for the Carpool Parking Lot is described in Exhibit "A", attached hereto and made a part hereof;

NOW THEREFORE, it is hereby agreed by and between the parties hereto that:

1. The GRANTOR hereby assures the COMMISSION that it is the legal owner of the land described in Exhibit A and is empowered to grant the use of said property for a carpool parking lot.

2. The GRANTOR hereby grants permission to the COMMISSION for the Department to establish a Carpool Parking Lot located within the area described in Exhibit A, said area being hereinafter referred to as "PROPERTY".

3. The GRANTOR hereby grants permission for use of the property as a Carpool Parking Lot for a consideration of one dollar (\$1.00) to be paid by the COMMISSION.

4. The GRANTOR makes no representation that the zoning ordinance permits the use of the property for a Carpool Parking Lot.

5. The COMMISSION, for and in consideration of being granted permission to use the land described in Exhibit A hereof for the sole purpose of a carpool parking lot, hereby agrees to pay to the GRANTOR the sum of one dollar (\$1.00).

6. The COMMISSION shall comply with any statutes, ordinance, regulation or rule which may be applicable to the operation of the Carpool Parking Lot on the Property.

7. The COMMISSION will provide any supervision which it deems appropriate and may adopt such rules and regulations with respect to the use of the Property as the Department deems appropriate.

8. The COMMISSION shall provide any upkeep or maintenance necessary for the use of the property for a Carpool Parking Lot and shall keep the area in a reasonably neat and clean condition, disposing of any trash or abandoned property which may be disposed of or left on the property. The Department shall provide barriers which will restrict users to parking in the specified property and shall not permit users to park on the GRANTOR's adjoining property.

9. The COMMISSION will at its sole expense undertake and complete any improvements which may be necessary for the use of the property, it being understood and agreed that no buildings or structures of any kind are to be placed on, or allowed to be placed on the property, in addition, the topography of the land shall not be altered by the COMMISSION except as necessary to permit vehicle parking.

10. The COMMISSION may resurface the property at its own expense, and without any obligation on the part of the GRANTOR for reimbursement. The GRANTOR shall have no obligation to maintain or repair any portion of the subject premises.

11. The COMMISSION shall pay the GRANTOR's annual cost to ensure the GRANTOR against the risk of bodily injury liability and property damage liability arising out of the COMMISSION's use of the premises described in this agreement.

The basis for the annual cost, whether it be for purchased insurance, self-insurance, or a combination of both, shall be for insured limits of no more than:

- a. \$1,000,000 each occurrence for bodily injury liability and
\$1,000,000 each occurrence for property damage liability;
or
- b. \$1,000,000 each occurrence for combined bodily injury and
property damage liability.

The cost for the above described insurance, shall be paid by the COMMISSION to the GRANTOR upon receipt by the COMMISSION of a written quotation from an Insurance Company to provide said coverage.

In the case of self-insurance, the COMMISSION shall pay to the GRANTOR the cost of such self-insurance after proof of said cost is received by the COMMISSION.

Upon obtaining the above noted insurance, the GRANTOR shall furnish the COMMISSION with a copy of the policy or a certificate of said insurance.

IT IS HEREBY FURTHER AGREED THAT:

12. The COMMISSION shall comply with the Prohibition of Discrimination in State Contracts, set forth in Appendix A, attached hereto and made a part hereof.

13. The permit herein granted by the GRANTOR may be revoked and terminated by the GRANTOR at any time without prior notice.

14. This Permit Agreement shall be for an indefinite term. The COMMISSION may terminate this permit Agreement on written notice to the GRANTOR. On termination of this permit Agreement the Department shall on request of the GRANTOR erect such fences or construct such barricades as to prevent the further use of the property by any party as a Carpool Parking Lot.

15. Upon termination of this Permit Agreement, by either party hereto and if so requested by the GRANTOR, the COMMISSION will, to the extent reasonably possible, return the property to a condition similiar to that when the permit was granted.

16. This permit agreement shall become binding upon the parties hereto and of full force and effect upon being signed by the duly authorized representatives of the GRANTOR and the COMMISSION.

IN WITNESS WHEREOF the parties hereto have caused this permit agreement to be executed the day and year first above written.

TITLE:

MICHIGAN STATE HIGHWAY COMMISSION

BY:

TITLE:

SAMPLE PARK AND RIDE FACILITY LEASE AGREEMENT
FOR OHIO

IN THE MATTER OF THE ESTABLISHMENT
AND OPERATION OF A PARKING FACILITY
BY THE (AGENCY) ON PROPERTY OF
(OWNER) AT (LOCATION)

AGREEMENT NO. _____

THIS AGREEMENT made this _____ day of _____, 19 ____, by and between (Name of Agency) hereinafter referred to as "AGENCY" and (Company, Person, or other entity owning property) hereinafter referred to as the "OWNER".

WITNESSETH,

WHEREAS, the AGENCY has determined it to be in the public interest to establish a staging area in the vicinity of (describe general location) for persons interested in participating in Park-and-Ride transportation operations, and

WHEREAS, the parties hereto have found the premises of the OWNER to be suitable for the establishment and operation of a staging area to provide space for pickup and discharge of high occupancy vehicle passengers and for the parking of private vehicles of passengers participating in the Park-and-Ride program, and

WHEREAS, it is the desire of the parties hereto to carry out and accomplish the establishment, operation and maintenance of a Park-and-Ride staging area on property of the OWNER and to determine and agree upon the manner of doing the work and the responsibilities of each of the parties hereto.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter stipulated to be kept and performed, it is agreed between the parties hereto as follows

SECTION I.

The OWNER hereby agrees to make available to the AGENCY that portion of the OWNER'S property shown on the drawings attached hereto and marked as Attachment "A" for use by the AGENCY for construction, operation and maintenance of a Park-and-Ride facility, and such other of the OWNER'S property as may be necessary and mutually agreed upon by the parties hereto, as access to the said Park-and-Ride facility.

In exchange for this right to use, the AGENCY agrees to pay to the OWNER the sum of _____ on the date this agreement becomes effective, and the sum of _____ each (month) (year) thereafter until this agreement is terminated.

The AGENCY shall take out and keep in effect a policy of insurance in the name of the AGENCY and COMPANY, jointly, to protect both the AGENCY and COMPANY against loss or damage to property and injury to or death of persons, and against all claims, demands, suits, expenses and/or judgements arising because of, or resulting from, the construction, operation and maintenance of the Park-and-Ride facility. Such policy of insurance to provide single limit coverage of \$1,000,000 for bodily injury and property damage per vehicle per occurrence.

SECTION II.

The work to be done under the terms of this agreement and shown on the plans attached hereto and made a part of this agreement as Attachment "A", consists of the alteration of certain properties of the OWNER for operation and use by the AGENCY as a staging area for persons traveling in buses, carpools and other ride-sharing vehicles. Said staging area commonly referred to as the Park-and-Ride facility.

SECTION III.

Responsibility for the several necessary items of work shall be as follows:

- (a) The following work shall be done or caused to be done by the AGENCY at its own cost and expense, subject to the provisions of this agreement.
1. Furnish and erect signs designating the Park-and-Ride facility.
 2. Furnish and install pavement markings, parking stops, as necessary to enhance traffic operations.
 3. Erect fencing as shown on the plans to provide security for the facility.
 4. Furnish and install necessary lighting fixtures including furnishing power therefor.

SECTION IV.

The AGENCY shall provide reasonable maintenance for the Park-and-Ride facility including all improvements made by the AGENCY, and shall make periodic inspections to determine the extent of any defects which may require maintenance or repair.

The OWNER agrees to notify the AGENCY promptly of any defects in the Park-and-Ride facility which could give rise to third party injury or damages.

It is agreed between the parties hereto that the AGENCY may arrange with and obtain the services of local police agencies to enforce parking regulations within the Park-and-Ride facility, including the removal of improperly parked or abandoned vehicles.

SECTION V.

This agreement shall become effective upon execution by the parties hereto and shall remain in effect so long as the AGENCY continues to operate the Park-and-Ride facility in accordance with the terms herein set forth and shall be binding on the successors or assigns of either or both parties. Providing, however, that after the first anniversary of this agreement, either party hereto may terminate the agreement by notifying the other party in writing by certified mail, thirty (30) days in advance of the proposed date of termination.

Upon termination of this agreement, the AGENCY shall have an additional thirty (30) days in which to cease operations and restore the property to its original condition or as may be agreed to by the OWNER in writing.

IN WITNESS WHEREOF, the parties hereunto have caused this agreement to be executed in duplicate as of the day and year first above written.

(Name of Agency)

By:
(Title)

(Name of Owner)

By:
(Title)

Property Address

LICENSE AGREEMENT

(COMMUTER PARKING AREA)

THIS LICENSE, dated this day of 198 ,
 is between the Organization's Name , a type of
 corporation, having a principal place of business at address
and town , acting herein by Name of Person Signing,
 its Title of Person Signing , hereunto duly authorized, herein-
 after referred to as the Licensor, and the State of Connecticut, Depart-
 ment of Transportation, Arthur B. Powers, Commissioner acting herein by
Name and title of person signing for the State

duly authorized, hereinafter referred to as the Licensee.

WITNESSETH THAT:

WHEREAS, it has been determined by the Licensee that certain
 scheduled express motor carrier service is required for the future
 growth and development of the State of Connecticut, and

WHEREAS, the Licensor has agreed to permit the Licensee
 the use of a certain location for the establishment of a commuter
 parking area from which subsequently will be established scheduled
 express motor carrier service, and

WHEREAS, the Licensee, pursuant to Section 13b-36 of the
 General Statutes of Connecticut, as revised, is authorized to acquire
 this License.

NOW, THEREFORE, KNOW YE,

The Licensor hereby grants to the Licensee and the Licensee hereby accepts from the Licensor, a License to use, as a commuter parking area during the time that the scheduled express motor carrier service is in operation, the specific location hereinafter described, subject to all the hereinafter specified conditions and covenants.

(1) The Licensee is hereby permitted to use, including ingress thereto and egress therefrom utilizing the various drives, aisles and other areas designated by the Licensor as passways, the

Description of Parking Area

which is hereinafter referred to as the Commuter Parking Area.

(2) The Licensee's use of the Commuter Parking Area shall be nonexclusive.

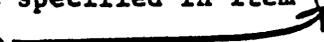
(3) The Licensee shall erect and/or install appurtenant express motor carrier service support facilities and signs around and within the Commuter Parking Area at no cost to the Licensor.

(4) The Licensee shall maintain, at its own cost and expense, liability insurance covering personal injuries and property damage occurring on the Commuter Parking Area during its use as herein provided, in the amount of One Million Dollars (\$1,000,000.00) Total Limit Liability Insurance.

(5) The Licensee shall provide the Licensor with a copy of the above insurance naming the Licensor as a named insured.

(6) The Licensee shall hold the Licensor harmless from any claim of personal injury or property damage occurring on the Commuter Parking Area during its use as herein provided.

(7) The Licensee shall provide for, at its own cost and expense, (a) any illumination which it may deem advisable on the Commuter Parking Area and (b) the removal of all ice and snow from the Commuter Parking Area during its use as specified in item () herein.

In this agreement item (18) 

(8) The Licensee shall provide adequate and suitable pavement markings to direct proper traffic flow to and from the Commuter Parking Area.

(9) The Licensee shall maintain the Commuter Parking Area in a clean condition and shall allow no waste to be committed thereon.

(10) Either party may cancel this License at any time for any reason whatsoever upon  written notice to the other party.

This is the cancellation clause, the blank space represents the number of days necessary to terminate this agreement 120 days is preferred

(11) The Licensor shall be responsible for the payment of any and all taxes levied or to be levied on the Commuter Parking Area.

(12) The Licensee has examined the Commuter Parking Area (including the various drives, aisles areas designated as passways) and accepts same in its present condition.

(13) The Licensee shall not be obligated to construct or reconstruct the Commuter Parking Area in any manner. However, upon expiration or termination of the License, the Licensee shall remove all express motor carrier service support facilities and signs erected or installed by the Licensee and shall repair any damage to the Commuter Parking Area caused as a direct result of the removal of said express motor carrier service support facilities and signs.

(14) No legal title or leasehold interest in the Commuter Parking Area shall be deemed or construed as having been created or vested in the Licensee by the grant of this License.

(15) The term of this License shall be for the years of agreement year period of time commencing date and ending date unless the same has been previously terminated as provided herein or modified by a written extension of this License.

(16) The Licensee shall incur no obligation under this License until the same has been approved by the Secretary, Office of Policy and Management and approved-as-to-form by the Attorney General.

State
processor
of agreeem
for
corrective

(17) The Licensee, in the performance of the conditions of this License, shall not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, sex, mental retardation, or physical disability including, but not limited to blindness, unless it is shown by the Licensee that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut, and further the Licensee agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the Licensee as relate to the provisions of Public Act No. 78-148 of the Connecticut General Assembly.

(18) The Licensee shall reimburse the Licensor for costs incurred by the Licensor for all ice and snow removal, maintenance and existing illumination within the commuter parking area, in an amount not to exceed total money in agreement for the duration of this License Agreement. Reimbursement shall be payable in arrears in quarterly installments of 1/4 yearly cost

upon proper billing by the Licensor on forms provided by the Licensee. No other payment in any amount or form shall be made by the Licensee to the Licensor for the duration of this Agreement. In the event the

Item (10) is invoked by either party, said payment shall be prorated on the basis of the time the License Agreement is in force.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year indicated.

LICENSOR

WITNESS:

Name
Names must be typed under signature

By _____ (Seal)

Name;
Title;

Corporate seal affixed over signature

Date _____

Name

LICENSEE

WITNESS

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
Arthur B. Powers, Commissioner

Name

By _____ (Seal)

Name

Date _____

APPROVED AS TO FORM:

APPROVED BY:

Attorney General
State of Connecticut

Secretary, Office of Policy
and Management
State of Connecticut

Date _____

Date _____

This is to certify that the Finance Advisory Committee approved this Agreement at a meeting held on:

For Finance Advisory Committee

Date: _____

APPENDIX B

Questionnaire Entitled "Survey of Experiences
with Formal Joint-Use Park-and-Ride Lots"

SURVEY OF EXPERIENCES WITH FORMAL
JOINT USE PARK-AND-RIDE LOTS

A joint use park-and-ride lot is defined as a parking lot built and used for a specific activity that is also used to accommodate commuter vehicles parking during the day. Typical examples can be found at shopping centers, churches, professional sports arenas or stadiums, and movie theaters. Commuters may use the lot as a staging area for ridesharing activities, to park and ride mass transit, or both.

Formal lots are those for which there is some type of agreement between the owner of the lot and a ridesharing agency, transit agency, or local government. Typically, spaces are designated for the service. On the other hand, individual carpoolers may simply meet at a shopping center, church, etc. These lots are often referred to as informal joint use lots. The scope of this project is limited to formal joint use park-and-ride lots.

The objectives of this survey are to (1) identify any formal joint use park-and-ride lots in Virginia in order to investigate their usage and operation, and (2) obtain your opinion on the operational characteristics of such lots. Please submit the completed survey by October 28, 1988 to:

E. D. Arnold, Jr.
Virginia Transportation Research Council
Box 3817 University Station
Charlottesville, VA 22903
(804)293-1931

II. OPERATIONAL CHARACTERISTICS

1. If there are no formal joint park-and-ride lots in your area, have you had past experience with such lots? Yes No
2. If no, please stop and submit survey as instructed. If yes, please continue.
3. What are the advantages of formal joint use park-and-ride lots?

4. What are the disadvantages of or problems with formal joint use park-and-ride lots?

APPENDIX C

Examples of Formal Joint-Use Agreements in Fairfax County

AGREEMENT

THIS AGREEMENT, made this day of , 1977 by and between FRANCONIA ASSOCIATES, party of the first part, and the BOARD OF SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA (hereinafter referred to as the COUNTY), party of the second part;

WHEREAS, FRANCONIA ASSOCIATES is the developer of Springfield Mall located at Springfield (Tax Map 90-2 ((13)), Virginia; and

WHEREAS, FRANCONIA ASSOCIATES, Korvettes, Montgomery Ward, and J.C. Penney have agreed, as a public service, as evidenced by the attached copies of letters from the Department Stores, to permit, for the time being, one such portion of Springfield Mall to be used as a bus stop and commuter parking lot by Fairfax County residents, and FRANCONIA ASSOCIATES is authorized to enter into this agreement concerning such permitted use;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

That for and in consideration of the sum of one dollar (\$1 .00), cash in hand paid, the receipt of which is hereby acknowledged by the party of the first part, all parties hereto agree as follows:

1. FRANCONIA ASSOCIATES has designated approximately four hundred (400) parking spaces for commuter parking. Said parking places are to be marked and/or signed by the COUNTY to distinguish them from required parking places for the stores in Springfield Mall. The area in which fringe parking will be permitted is marked in red on the attached sketch of Springfield Mall. The point of embarkation and debarkation will be near the intersection of Frontier Drive and Spring Mall Road.

2. FRANCONIA ASSOCIATES will maintain the parking lot in order to keep it reasonably accessible and usable. Should it be determined that the parking lot requires, as a result of this use, repairs, cleaning, and/or maintaining beyond the normal requirements, FRANCONIA ASSOCIATES shall, after due notice, undertake such action at the COUNTY'S expense.

(2)

3. The COUNTY agrees to furnish and erect signs and to provide the required control to prevent an overflow of parking into areas not designated for commuter parking. Should the required control not be provided by the COUNTY, FRANCONIA ASSOCIATES shall, after due notice, proceed to provide the required control at the COUNTY'S expense.

4. The COUNTY agrees to hold harmless the owners of Springfield Mall from any and all claims, suits or actions brought on account of any injury or damage sustained by any person or the property of any person on account of the operation of any law, ordinance, regulation or decree, or on account of the neglect, act or omission of the County of Fairfax, its employees or agents.

5. The parties agree that this Agreement shall be effective October 3, 1977, and shall continue in force until terminated upon six months notice in writing by either party to the other.

WITNESS the following signatures and seals:

BOARD OF SUPERVISORS OF FAIRFAX COUNTY,
VIRGINIA

ACCEPTED ON BEHALF OF THE BOARD OF
SUPERVISORS OF FAIRFAX COUNTY, VIRGINIA

By: _____
Leonard L. Whorton, County Executive

ATTEST:

FRANCONIA ASSOCIATES

By: _____

ATTEST:

AGREEMENT

THIS AGREEMENT, made this 28th day of February , 1983 by and between SPRINGFIELD PLAZA SECTION II LIMITED PARTNERSHIP, A Virginia Limited Partnership, (hereinafter referred to as SPRINGFIELD), party of the first part, and the BOARD OF SUPERVISORS OF FAIRFAX COUNTY, (hereinafter referred to as the COUNTY), party of the second part.

WHEREAS, SPRINGFIELD is the owner of a parking lot located at Springfield Plaza in Springfield (Tax Map 80-3 ((6)) - 10), Virginia; and

WHEREAS, SPRINGFIELD has agreed, as a community service, to permit a commuter park-and-ride lot to be established at Springfield Plaza, and SPRINGFIELD is authorized to enter into this Agreement concerning such permitted use;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: All parties hereto agree as follows:

1. SPRINGFIELD has designated eighty-four (84) parking spaces at this time, in the Springfield Plaza parking lot, in an area illustrated on Map I, for use as a park-and-ride lot for commuters who will carpool, vanpool, or ride Metrobus. Expansion of the size of the commuter parking area beyond the 84 initial spaces is at the sole discretion of SPRINGFIELD.
2. SPRINGFIELD will be responsible for all maintenance of the commuter park-and-ride lot, including snow removal, except for maintenance of signs as provided in Paragraph 4. The COUNTY will not be responsible for any property damage to the park-and-ride lot, including damage to the pavement from normal wear and tear.
3. SPRINGFIELD will enforce all parking regulations, such as the area where and time when parking is permitted. Initially, parking by commuters will be permitted between the hours of 5:00 a.m. and 8:00 p.m., Monday through Friday.

4. The COUNTY will obtain, install, and maintain informational signs regarding parking regulations. These signs will delineate the area of the park-and-ride lot and indicate the hours when parking is permitted. There will be three (3) parking spaces signed for use by handicapped motorists. The types of signs and their approximate locations are shown on Map 1 and Illustrations I, II, and III. SPRINGFIELD will approve the specifications of signs to be installed at Springfield Plaza. All signs will conform to provisions in the Fairfax County Zoning Ordinance.
5. The COUNTY is permitted to include the Springfield Plaza park-and-ride lot in promotional literature of commuter parking lots located in Fairfax County.
6. The parties agree that this Agreement shall be effective March 1, 1983 and shall continue in force until September 1, 1983. Any of the two (2) parties can terminate its participation in the Agreement by giving one (1) month's notice in writing to the other party. If both parties are satisfied with the existing Agreement, it will automatically renew without modification for an additional six (6) month period.

WITNESS the following signatures and seals:

BOARD OF SUPERVISORS OF FAIRFAX
COUNTY, VIRGINIA

ACCEPTED ON BEHALF OF THE BOARD
OF SUPERVISORS OF FAIRFAX,
VIRGINIA

By: 
J. Hamilton Lambert
County Executive

ATTEST:



- 3 -

SPRINGFIELD PLAZA SECTION II
LIMITED PARTNERSHIP

By: 
Albert J. Dwoskin
General Partner

ATTEST:

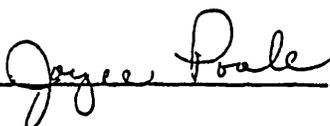
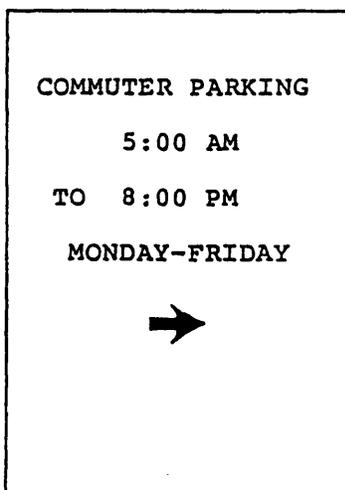
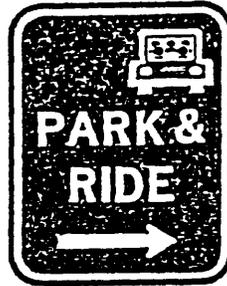


ILLUSTRATION I

Sign Type 1



Sign Type 2



D4-2
36" x 48"

ILLUSTRATION III

Sign Type 3



R7-8
12" x 18"
2B-24

APPENDIX D

Example of a Hold Harmless Agreement

HOLD HARMLESS AGREEMENT

I, _____, THE UNDERSIGNED
REALIZE THAT I AM PARKING AT THE LYNNHAVEN MALL PARK-AND-
RIDE LOT AT MY OWN RISK. I, THEREFORE, HOLD THE MALL/TENANTS
HARMLESS FROM ANY DAMAGES THAT MAY BE INCURRED TO MY PERSONAL
VEHICLE.

Signature

Date

