Town of Shrewsbury

# TOWN CENTER PARKING MANAGEMENT PLAN

December, 2018

BICYCLE STOP
ON LINE FOR
GREEN
MAIN ST
EMPIRE

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# INTRODUCTION

# INTRODUCTION

This report was prepared for the Town of Shrewsbury through a "Massachusetts Downtown Initiative Technical Assistance Program" competitive grant from the State Department of Housing and Community Development (DHCD).

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

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

**Why A Parking Management Plan in Shrewsbury?**

The Town of Shrewsbury, with a population of approximately 36,000, is bordered on the west by the City of Worcester, and is accessible via State Routes 9, 140, and U.S. Route 20, with easy access to I-290. The nearest commuter rail stops are located in the neighboring communities of Worcester, Grafton and Westborough, which are about a 5-10 minute drive from the Town Center. The Worcester Regional Transit Authority (WRTA) provides bus service through Shrewsbury center. The town consists of many single family homes, elementary and secondary campuses, retail, a few office parks, industrial sites, and some mixed-use development.

Recently, the Town has focused efforts on revitalizing its historic downtown center to encourage economic growth and improve multi-modal movement and access. This includes the 2016 Master Plan Update, the 2018 Zoning Bylaws Update and establishing a Committee for the reuse of the Beal Building. In each of these initiatives, the Town has recognized the need to enhance the business environment and move away from a car-centric mindset within the town center.

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

- **Improving the parking system for residents, employees, customers, and visitors;**
- **Identifying and recommending parking supply efficiencies and opportunities to open up and/or add parking in areas of higher demand;**
- **Developing flexible parking standards to support downtown development;**
- **Strengthening coordination between local businesses.**

NO PARKING ANY TIME
DO NOT ENTER
EXCEPT BUSES
8:30 - 9:15 AM
3:15 - 4:15 PM

# EXISTING CONDITIONS

# EXISTING CONDITIONS

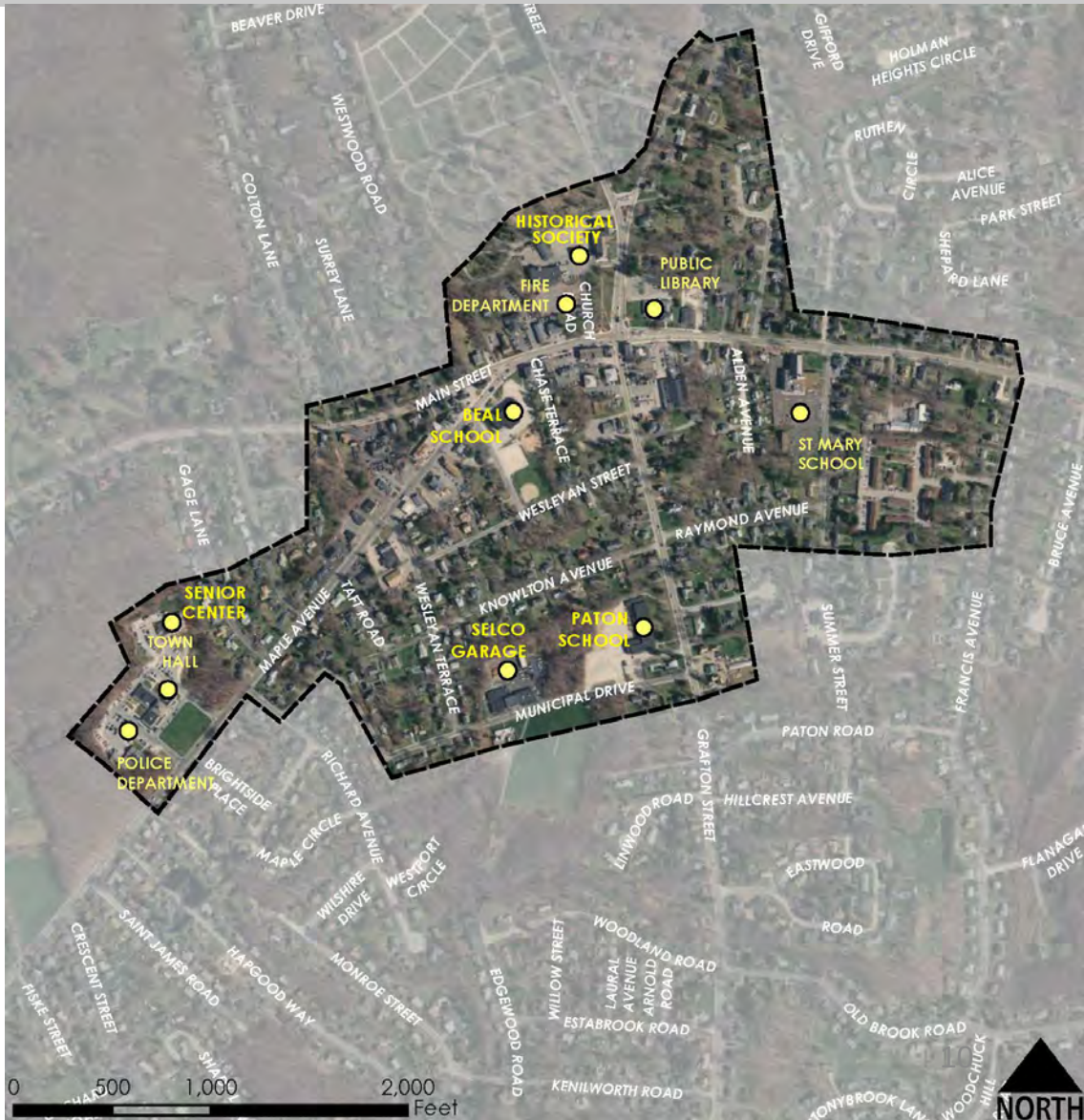
This section documents existing parking conditions within the Shrewsbury Town Center. Data collection efforts in the Summer of 2018 identified existing parking assets, parking regulations, parking demand patterns, and the Town's current parking management strategies.

# EXISTING CONDITIONS | STUDY AREA

To effectively measure parking usage across the Town Center, the Town and study team identified a study area that includes Main Street from Gage Lane to Francis Avenue, Grafton Street from Paton Road to the end of Prospect Park along Boylston Street and Prospect Street, and Maple Avenue to Town Hall. The defined study area includes parking at the municipal offices and buildings along Maple Avenue, and local public, commercial, and residential attractions in and around the Town Center.

A smaller study area designated the "Town Center core" was analyzed to better understand parking conditions in the heart of the Town Center. As seen on page 13, the Town Center core includes Maple Avenue from Taft Road to Main Street, Main Street from Colton Lane to Summer Street, and Boylston Street from Grafton Street to Wesleyan Street.

The study area includes all parking, both public and private. This includes surface parking lots for customer and employee parking, as well as on-street parking, with the exception of small residential driveways under five spaces.

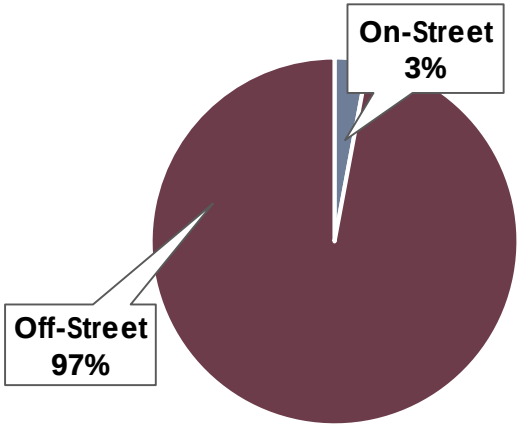


# EXISTING CONDITIONS | PARKING INVENTORY

Within the Town Center study area, there are a total of 2,041 parking spaces. Of this inventory, 60 spaces are on-street parking and 1,981 spaces are off-street parking.

The Town Center core represents a total of 1,443 spaces, which is roughly 71% of the parking in the entire study area.

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



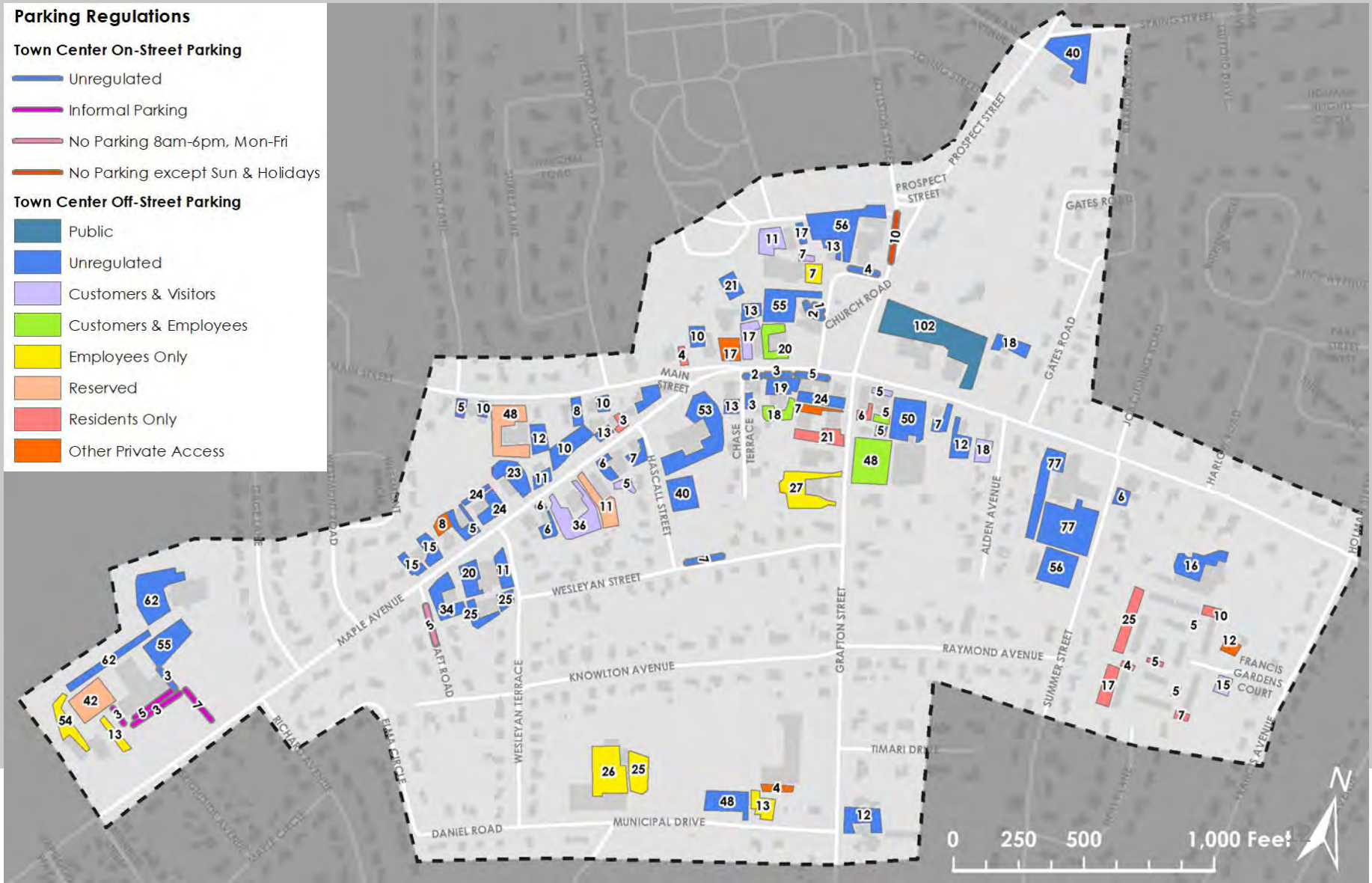

## ON-STREET

| REGULATION | DEFINITION | PARKING SUPPLY | PERCENTAGE |
|---|---|---|---|
| Unregulated | No regulation or signage | 27 | 45% |
| Informal Parking | No regulation or signage, informal parking on street | 18 | 30% |
| No parking except Sun & holidays | Regulated on-street parking | 10 | 17% |
| No parking 8am-6pm, Mon-Fri | Regulated on-street parking | 5 | 8% |
| Total | | **60** | |

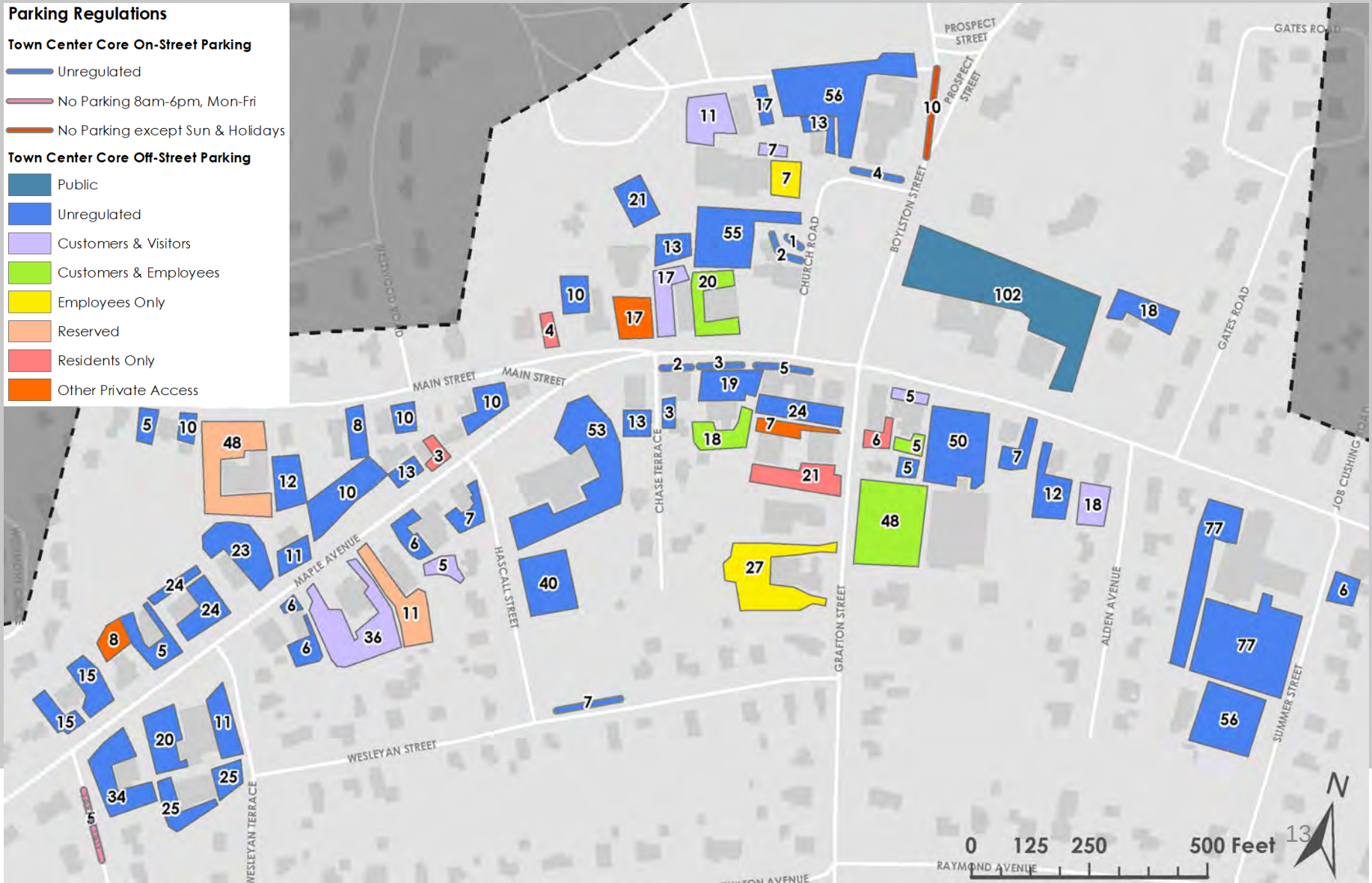
## OFF-STREET

| REGULATION | DEFINITION | PARKING SUPPLY | PERCENTAGE |
|---|---|---|---|
| Unregulated | No regulation or signage | 1,260 | 63% |
| Employees | "Employee parking only" signage | 165 | 8% |
| Customers & Visitors | "Customer & Visitor parking only" signage | 114 | 6% |
| Residents | "Resident parking only" signage | 112 | 6% |
| Public | Parking open to the public (Library lot) | 102 | 5% |
| Reserved | "Reserved parking" signage | 101 | 5% |
| Customers & Employees | "Customer & employee parking only" signage | 91 | 5% |
| Other Private Access | "Private parking" signage | 36 | 2% |
| Total | | **1,981** | |

# PARKING INVENTORY



# PARKING INVENTORY: TOWN CENTER CORE



**Parking Utilization Process**

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

Tuesday:

- 7am – 12 pm
- 12pm – 4pm
- 6pm – 7pm

Saturday:

- 10am – 12pm
- 12 pm – 6pm
- 6 pm – 7 pm

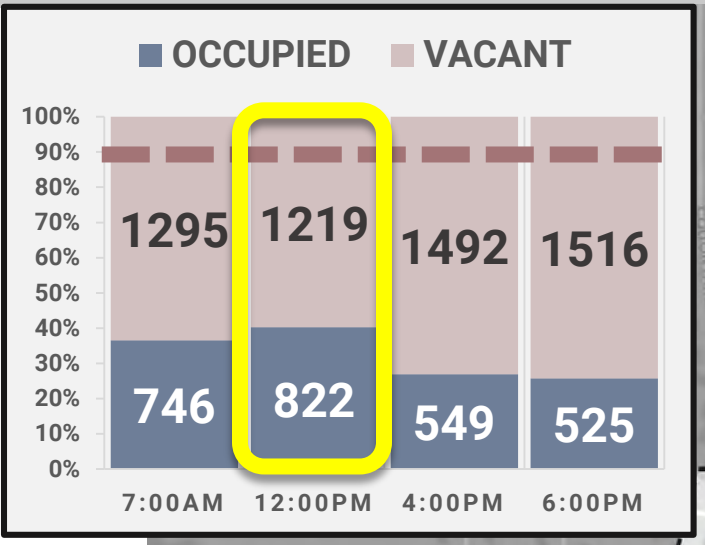
Mapping the resulting parking utilization data helps to identify clear patterns of high and low usage, including the impact of regulations, as well as the overall share of the parking supply that is actually utilized during times of peak demand. Land usage, regulations, topography, traffic, signage,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

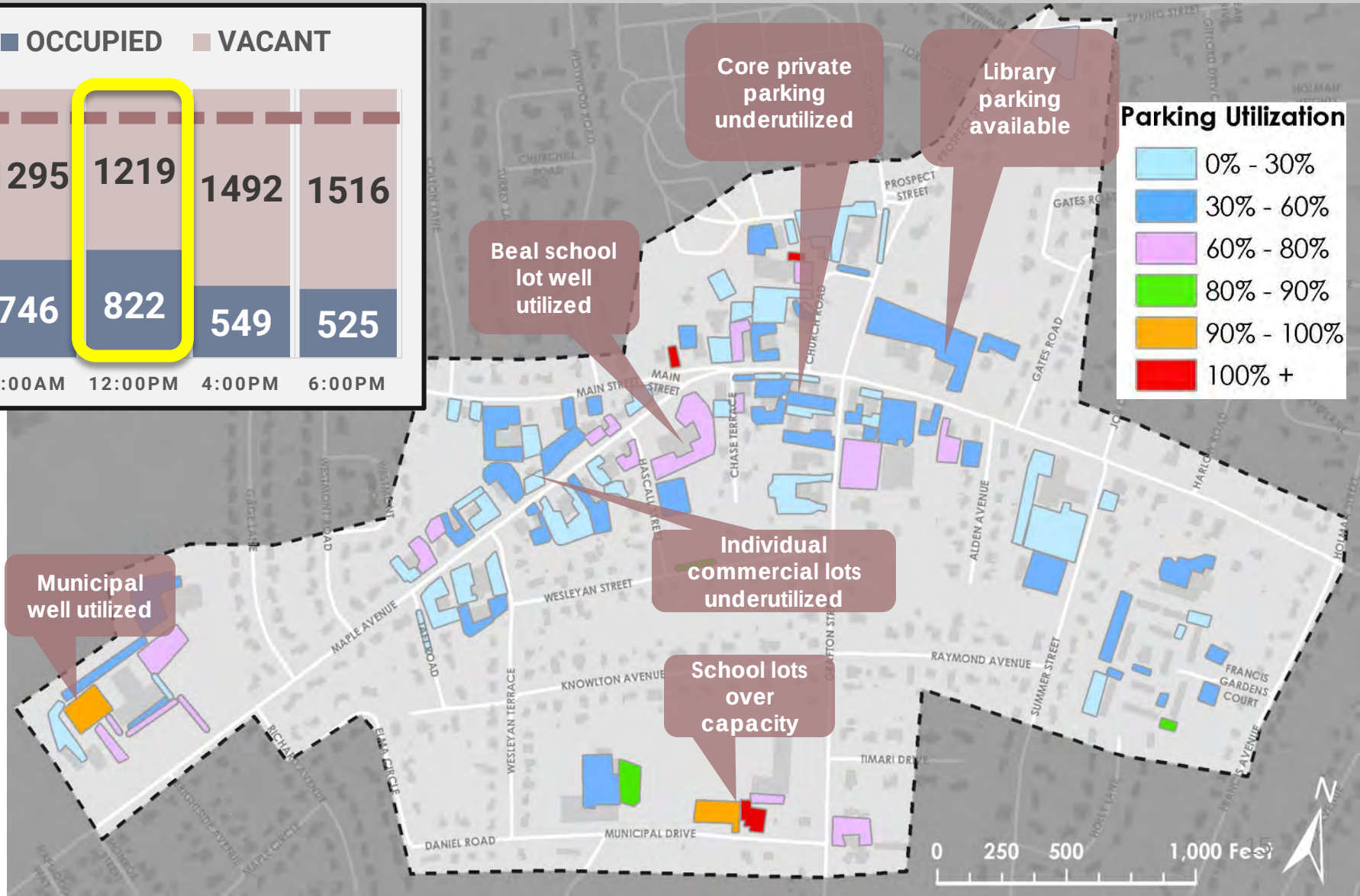
To ensure efficient parking management operations, a certain level of vacancy and utilization is preferred, both on-and off-street. It is ideal to have at least one empty space on each block-face of street parking, to ensure easy customer access to businesses. This typically equates to about 1 out of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

**Spatial Analysis of Parking Utilization: General Analysis**

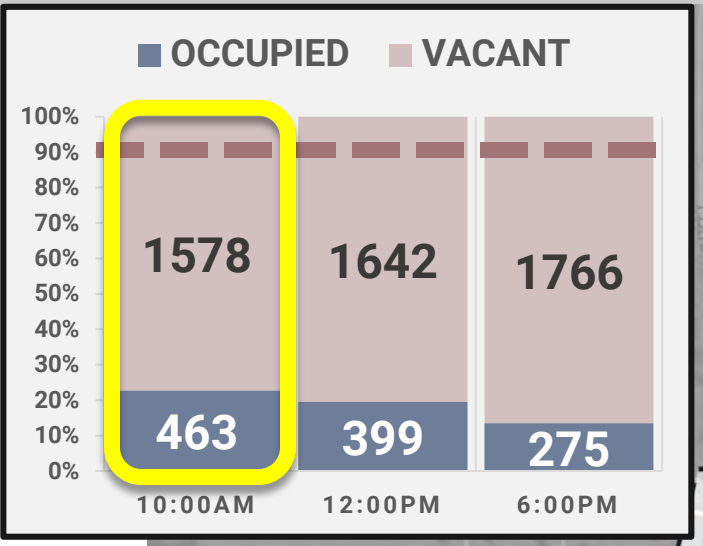
The utilization maps included in the report help to understand the overall occupancy and vacancy levels of all parking spaces within the Town Center. Maps for all time periods can be found in the appendix.

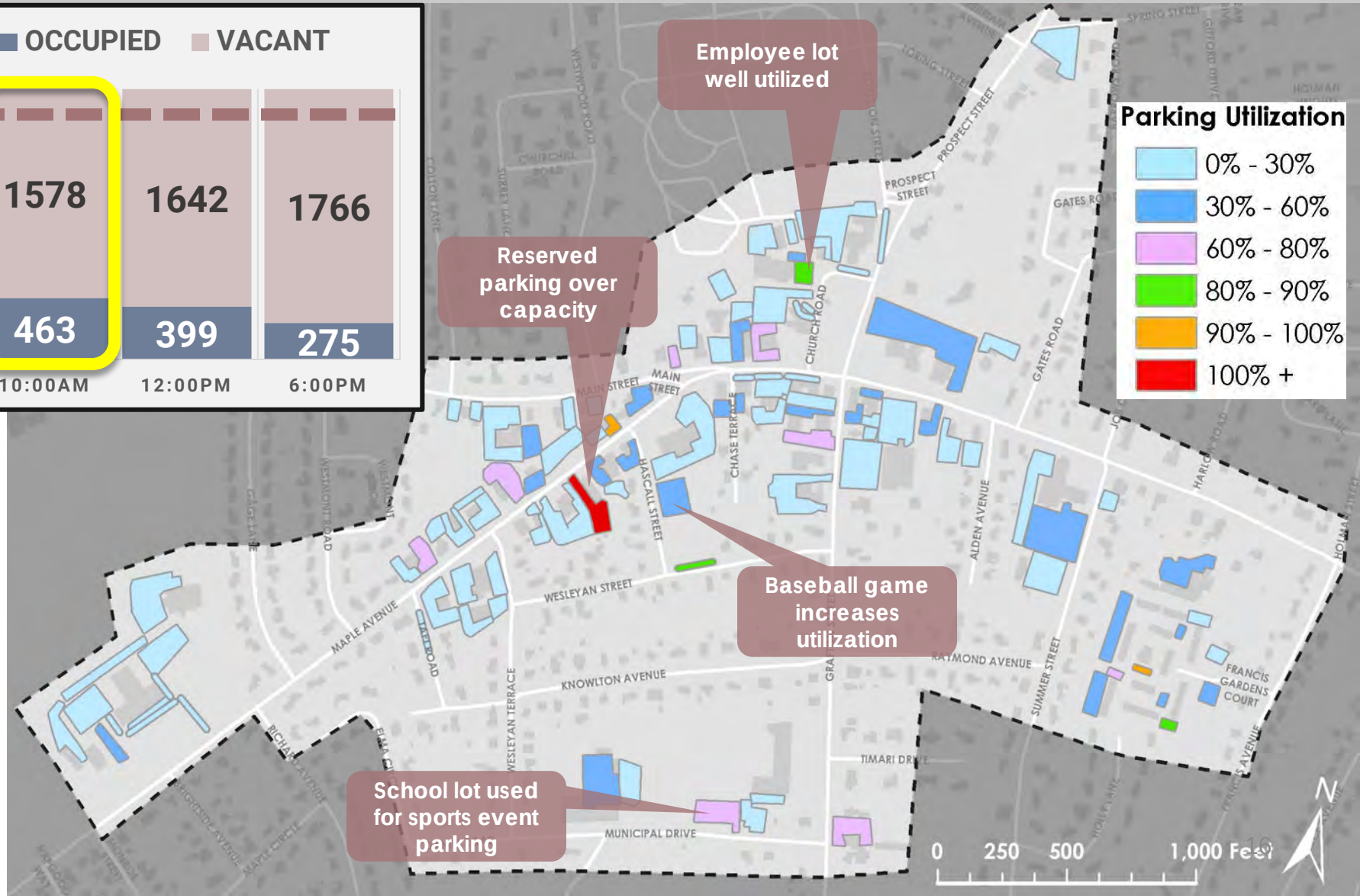
# EXISTING CONDITIONS | PARKING UTILIZATION WEEKDAY PEAK



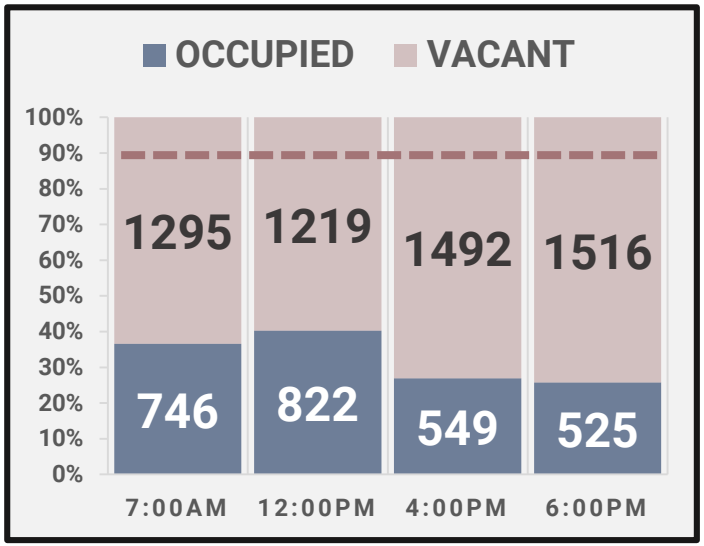
# EXISTING CONDITIONS | PARKING UTILIZATION WEEKEND PEAK



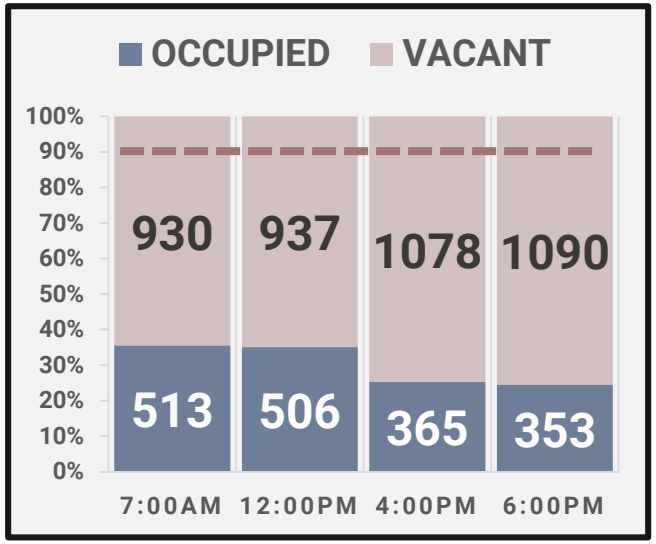



# EXISTING CONDITIONS | PARKING UTILIZATION WEEKDAY FINDINGS

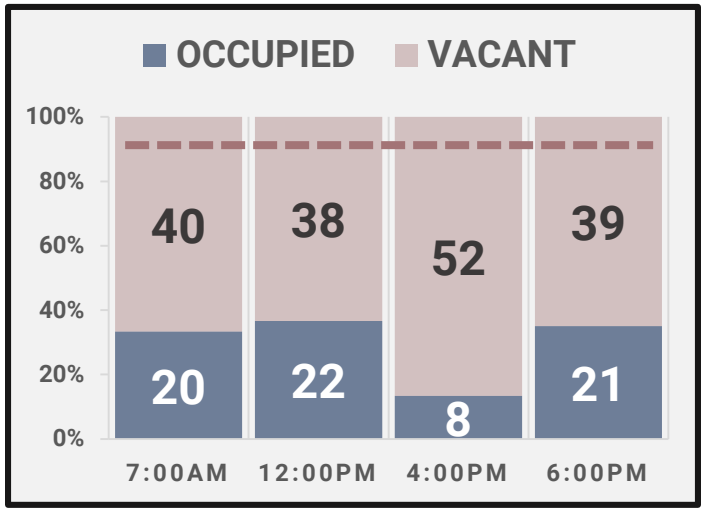
## ALL



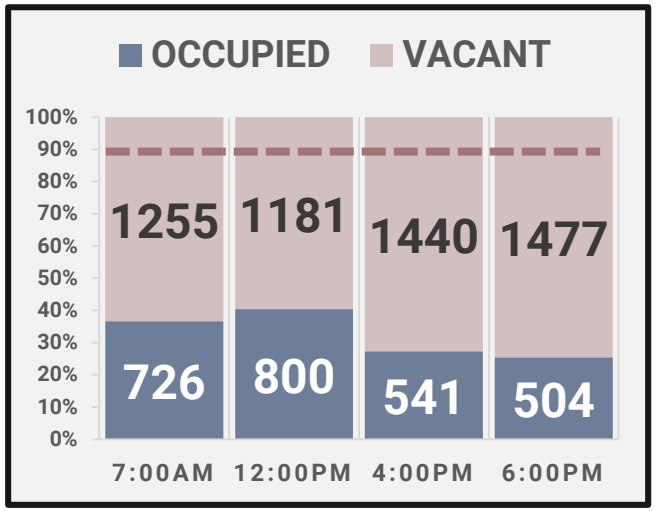

## TOWN CENTER CORE




## ON-STREET




## OFF-STREET

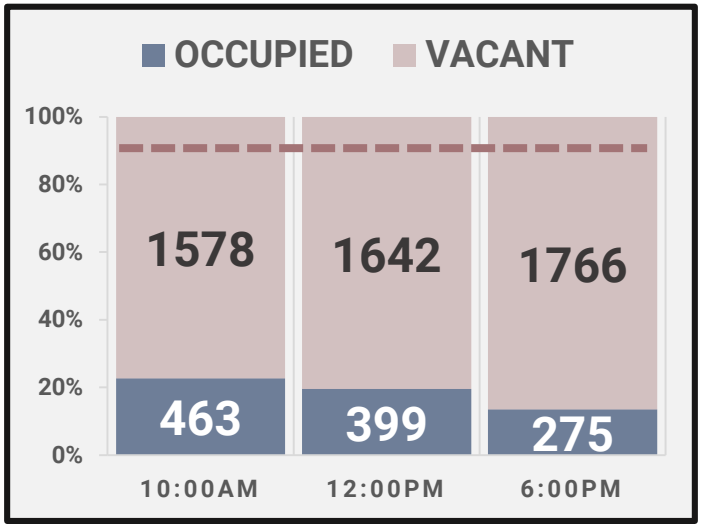



The charts to the left show the utilization levels of specific types of parking. Key findings include:

- Overall, parking utilization never exceeds 40%
- Parking utilization during the week peaks around 12pm
- On-street parking is especially underutilized during peak commuting time
- Parking utilization in the Downtown Core is nearly 40% during early morning and lunch hours

# EXISTING CONDITIONS | PARKING UTILIZATION WEEKEND FINDINGS

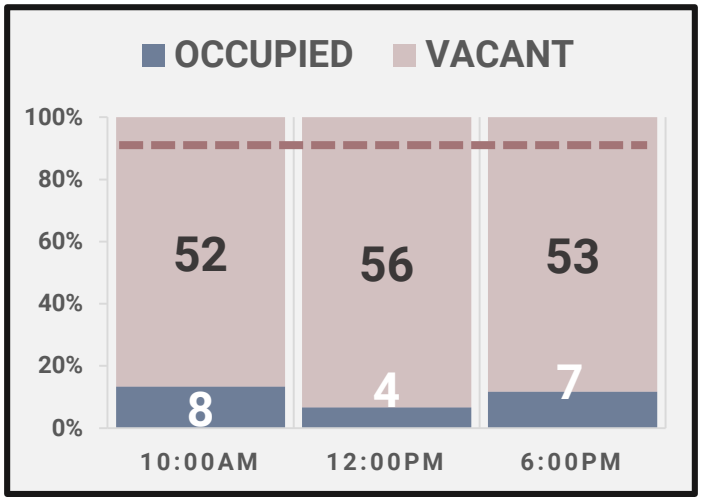
## ALL



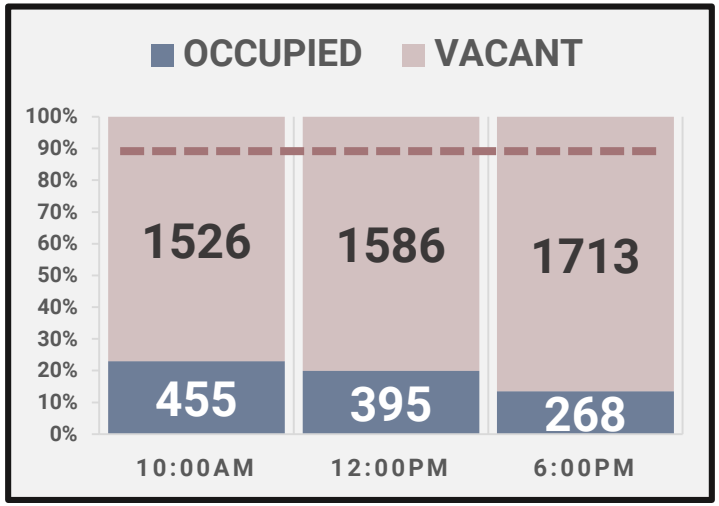

On a weekend, overall utilization levels are lower. Key findings from this analysis include:

- Highest utilization levels seen at 10am
- However, all parking is heavily underutilized throughout the day, even at peak evening hours
- On-and off-street utilization increases to 60-100% in Downtown Core (along Main Street between Chase Terrace and Grafton Street) during dinner hours (6:00pm)

## ON-STREET




## OFF-STREET



# PARKING INVENTORY & UTILIZATION | KEY FINDINGS

## KEY FINDINGS

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

Key findings from the Town Center parking inventory and utilization include observations around underutilized surface lots and informal shared parking spaces.

- The majority of parking (70%) is unregulated, with **minimal public parking**
- Overall, parking demand levels are lower than what existing parking facilities can accommodate, leaving **some parking significantly underutilized**
- Utilization **increases in the restaurant zone** in evenings and on weekends
- **Informal parking spaces** along Town Hall driveway utilized throughout day
- Peak events like **sports practices and games** increase utilization near recreation facilities
- **Library lot utilization** increases on weekday mornings (80-90%) and evenings (60-80%)
- **Many parking facilities are never utilized more than 50%,** including several larger surface parking lots near downtown core

# PUBLIC PROCESS

# PUBLIC PROCESS

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

## Stakeholder Meetings, June 27th, 2018

- Interact with key stakeholders (local merchants, business owners, town)

## Public Open House, June 27th, 2018

- Vote on parking priorities
- Map comments on issues and opportunities

## Draft Recommendations and Findings, October 3rd, 2018

- Review utilization data
- Present and discuss draft parking improvement strategies

WHAT ARE YOUR TOP
PARKING
PRIORITIES
IN SHREWSBURY?
MAP TOWN CENTER PARKING
Shrewsbury
MAP TOWN CENTER PARKING
TOWN CENTER PARKING
MANAGEMENT PLAN

# PUBLIC PROCESS | STAKEHOLDER MEETINGS

**Who attended?**

On June 27th, 2018, key community stakeholders were invited to participate in stakeholder meetings to address and discuss parking issues and concerns.

**Why stakeholder meetings?**

Stakeholder meetings are an integral part of the parking study as they allow individual, confidential, pertinent conversations with key stakeholders identified by the Town to understand the perception of parking for various groups.

## Who did we talk to?

Stakeholders involved in our meetings included the following:

- Business and property owners
  - Thrive Real Estate
  - Vanguard Executive Services
- First Congregational and Mt Olivet Lutheran churches
- Beal School representatives
- Beal Reuse Committee
- Historic District Commission
- Town Center Association
- Town Department officials
  - Police, Fire, Engineering, Planning, Buildings, Parks and Recreation, and Library departments
  - Assistant Town Manager
- MassDOT representatives

# PUBLIC PROCESS | OPEN HOUSE

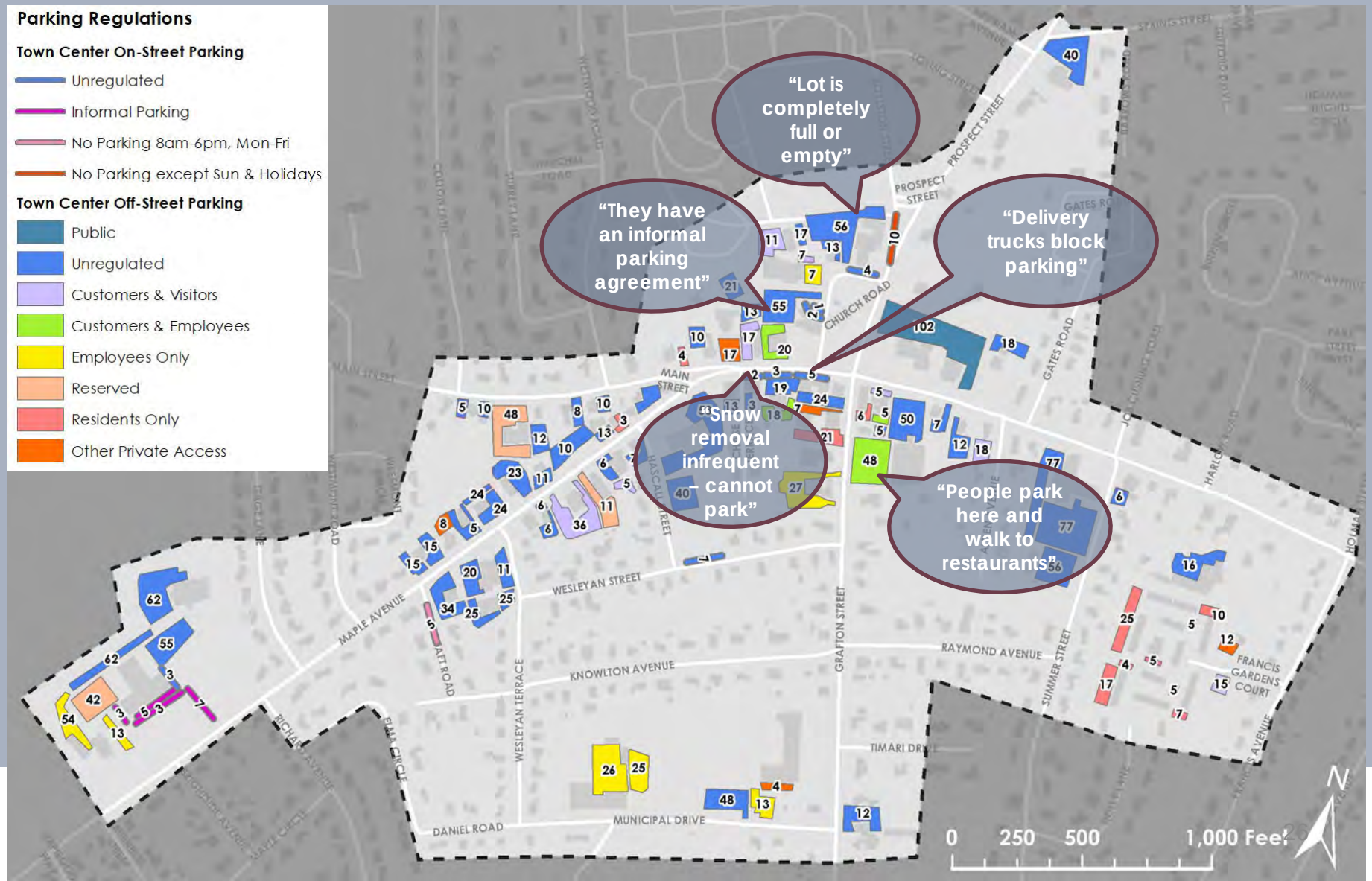
**Why an Open House?**

On June 27th, 2018, the public was invited to the Shrewsbury Public Library to participate in a hands-on "Open House" to give feedback and collect input on parking in Shrewsbury. An open house gives the parking study team an opportunity to receive feedback on the inventory analysis and parking issues within the Town Center.

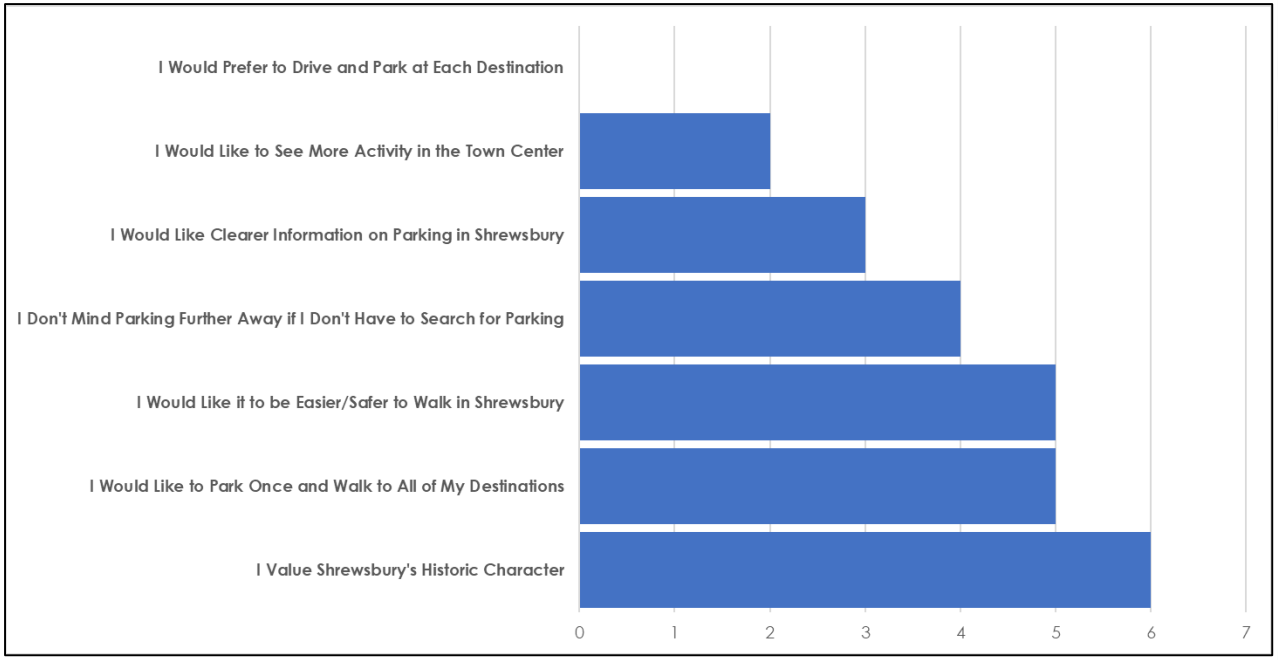
**How did we receive parking feedback?**

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

# PUBLIC PROCESS | OPEN HOUSE PARKING COMMENTS SUMMARY



## WHAT ARE YOUR PARKING PRIORITIES?



## KEY FINDINGS

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

Key themes and comments from the public generally revolved around parking access, signage, intersection issues, pedestrian safety, and economic growth.

- Visitors to the town center use many lots for informal restaurant parking
- The public library lot receives spillover from business and restaurant patrons
- Limited on-street parking is blocked off during loading hours
- Snow removal is not properly monitored
- Parking lots need more signage
- Varied road ownership has prevented intersection and roadway improvements
- The downtown is lacking crosswalks
- There is limited lighting and designated walkways in many lots
- There is heavy, fast traffic in areas with minimal pedestrian accommodations
- Parking is perceived as an impediment to economic growth in the town because the town center is not parking friendly

MUST
TURN RIGHT
774-239-6903
Dog and Cat Grooming
Coca-Cola
GREEN
MAIN

# ZONING REVIEW & LAND USE ANALYSIS

# ZONING REVIEW & LAND USE ANALYSIS

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

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

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

# LAND USES IN SHREWSBURY

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

| Use | Est. Size* |
|---|---|
| Apartments | 65 |
| Church | 92,000 sq feet |
| Gas Station | 14 pumps |
| Medical Office | 20,500 sq feet |
| Office | 118,000 sq feet |
| Restaurant | 7,000 sq feet |
| Retail | 53,000 sq feet |

*The chart above reflects data drawn from MassGIS records for standardized assessor's parcels, data dated January 2018. Note that single family homes are not included in the analysis as the majority have their own driveway which was not included in the data collection.*

*Downtown core land use analysis zone*

# PARKING REQUIREMENTS IN SHREWSBURY STUDY AREA

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

Both zoning requirements and ITE standards provide parking ratios based on a unit of development, either per 1,000 square feet, per living unit, or per seat in a restaurant or theater. From a review of the most recent Zoning Bylaws, Shrewsbury's parking requirements are generally higher than ITE standards for peak parking demand rates (see table to right). This indicates that Shrewsbury's current zoning code may require developers to provide more parking than is necessary, particularly in Shrewsbury's walkable downtown.

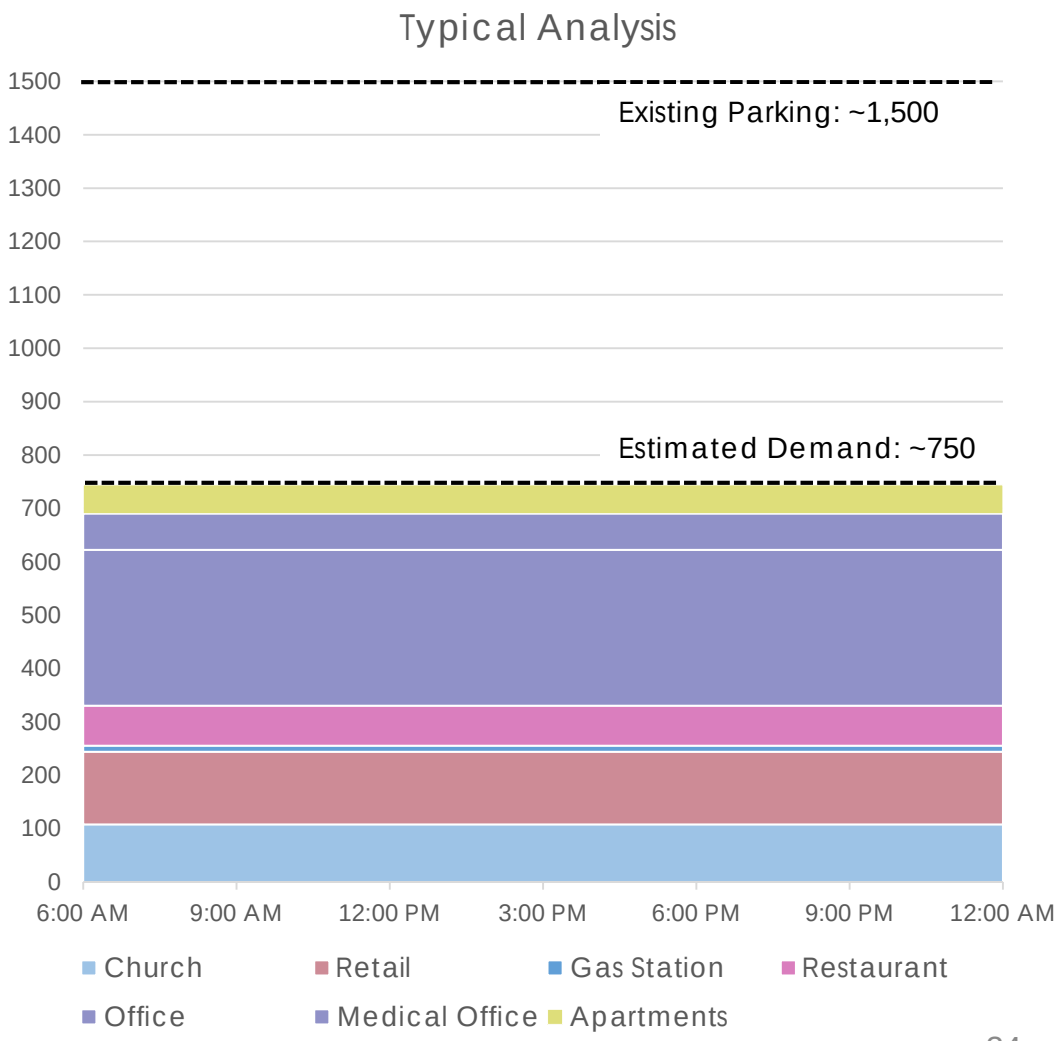
| Use | Shrewsbury Zoning Requirements (per 1,000 sf unless otherwise noted) | National Stds (per 1,000 sf unless otherwise noted) | Above/ Below |
|---|---|---|---|
| Apartments | 1.5 (unit) | 1.2 (unit) | Above |
| Medical Office | 5 | 3.2 | Above |
| Retail | 4 - 4.2 | 2.55 | Above |
| Restaurant | 0.63 (seat) | 0.35 (seat) | Above |
| Office | 2.5 + visitor spaces | 2.47 | Similar |

# EXPECTED PARKING DEMAND

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

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

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



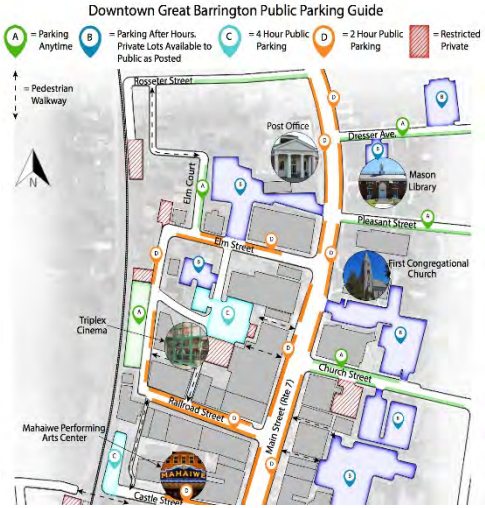
# REAL PARKING DEMAND

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

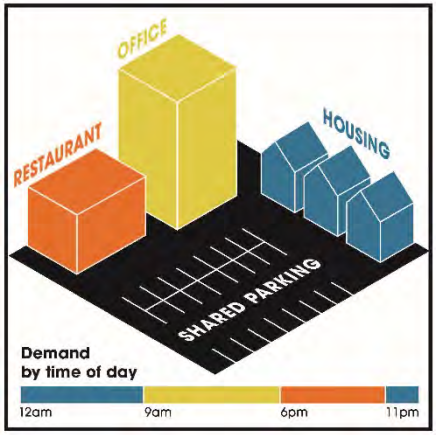
Using the ULI methodology, Stantec modeled estimated demand in downtown Shrewsbury, then compared it to the counts observed in the field. Field counts show that the model is a decent fit for approximating parking demand downtown.

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

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

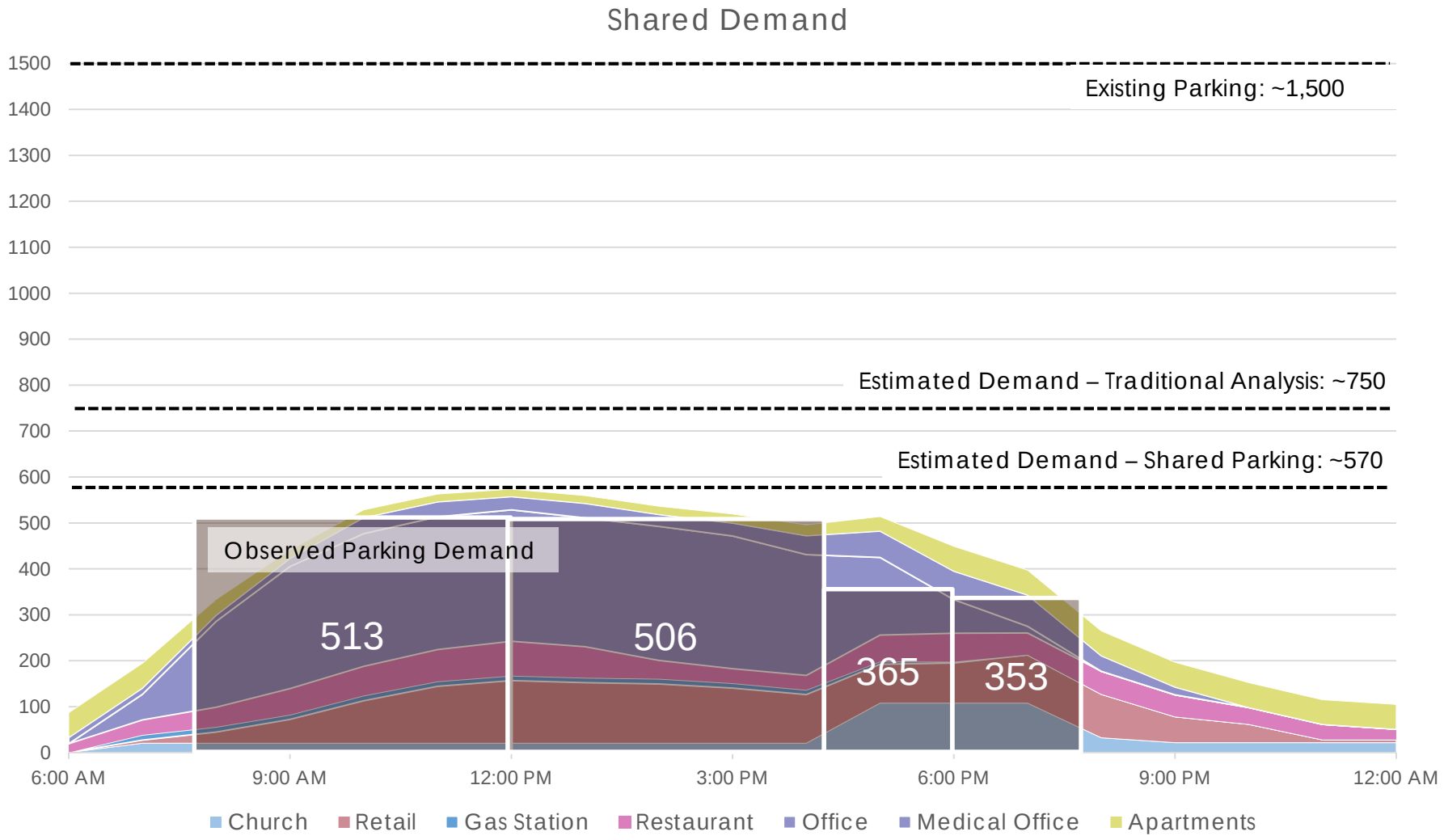



*Great Barrington Public Parking Guide*
*"https://www.mahaiwe.org/Parking%20Guide%20%26%20Local%20Map"*




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

# REAL DEMAND VS UTILIZATION



# SHREWSBURY ZONING PARKING REQUIREMENTS (Section VII D)

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

- Shrewsbury's parking requirements are above national standards, despite **lower observed demand**
- **No reductions are available as-of-right**, including for developments that plan to share parking either internally or with another establishment. This may encourage an oversupply of parking in the downtown.
- **Planning board may authorize** a decrease in required parking of up to 25% - with a contingency to require their construction within a year. For dwelling units, parking must be on the side, under, or at rear of building, which encourages an active street front.
- Spaces **must be on the same lot** as the use or on contiguous lots for multiple uses. This limits the ability to share parking by using existing or future underutilized parking to accommodate demand.
  - Planning board may authorize parking within 200 ft "off-site." This is much less than the average person may be willing to walk to access parking. A typical industry rule of thumb is to consider parking within a five-minute walk to meet demand. In Shrewsbury, the radius may be slightly smaller, but likely greater than 200 ft.
- There are **no requirements that new developments provide accommodations for other modes** such as transit, walking, or biking. This effectively requires that developers subsidize driving over other modes. However, in the Lakeway Overlay District (on Route 9) there are some multimodal accommodations required, including:
  - Visible bicycle parking
  - No parking lots in front
  - In-lieu fees
  - Potential for parking reductions

## KEY FINDINGS

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

Overall, the code does not match demand in the study area, and does not allow potential developers a lot of flexibility to adjust parking to fit into the downtown context. Other findings address Shrewsbury's high parking requirements and the Town Center's low parking demand.

- In the Shrewsbury town center, some parking is shared between uses, and there is an opportunity to use existing parking supply to meet other shared demand
- The demand for parking is lower than the average suburban, single-use area. Peak utilization of the parking supply in the town center occurs around lunchtime, and the demand is mostly driven by "office-style" land uses that peak during the day. Overall, ample parking capacity exists and could support additional land uses.
- Zoning requirements in Shrewsbury are high for a walkable downtown area, and these requirements may limit development.
- Limited mechanisms exist for flexing parking requirements.

# RECOMMENDATIONS

# RECOMMENDATIONS

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

1. Formalize shared parking agreements
2. Create a "park once" environment
3. Increase wayfinding and signage
4. Plan for Special Events
5. Adjust zoning to encourage flexible development
6. Pursue consolidation of parking supply

**Project Goals:**

- Document existing parking supply and daily demand
- Improve parking system for residents, employees, customers, and visitors
- Identify and recommend parking supply efficiencies/opportunities to open up/add parking in areas of higher demand
- Develop flexible parking standards to support downtown development
- Develop coordination between local businesses

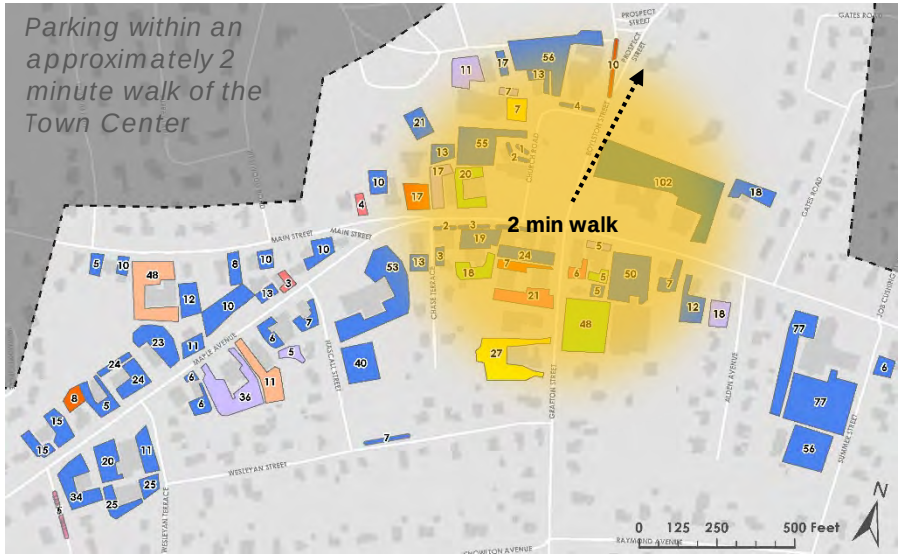
# 1. Formalize Shared Parking Agreements

Shrewsbury has approximately 650 parking spaces within a 2 minute walk of the town center, which at peak are 40% utilized, leaving approximately 400 spaces unused. Shared parking agreements can help use this underutilized resource. Agreements take multiple forms, including:

- Shared parking between two complimentary uses
- Using underutilized parking for a specific group, such as restaurant employees using bank parking at night
- Town working with private property owners to open underutilized parking to the general public

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

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




**Elements of a typical Shared Parking Agreement:**

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

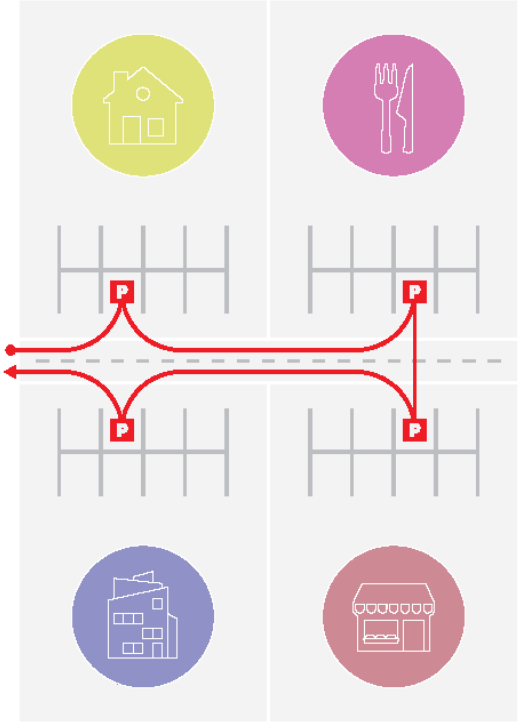
*Thrive Real Estate already shares its parking with Dunkin' Donuts customers.*

# 2. Create a Park Once Environment

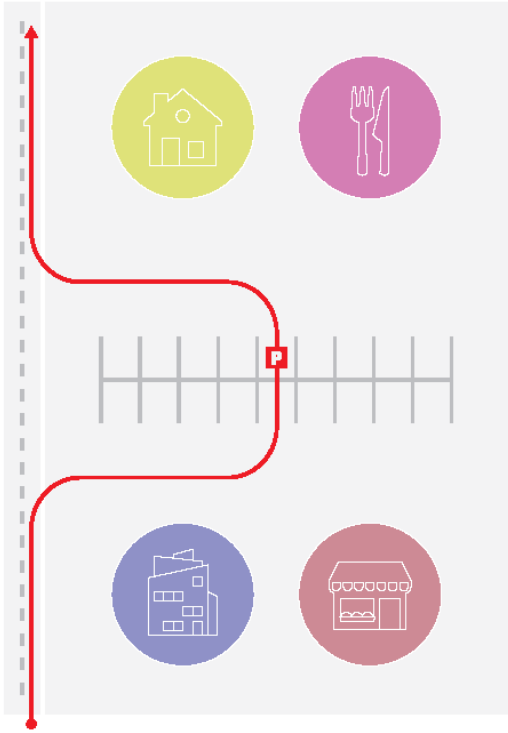
As the diagrams to the right show, a "park once" environment allows people to travel between destinations without needing an additional parking spot, for example parking to go to the library and then walking to meet a friend at a local restaurant. This type of environment has many benefits for a mixed-use downtown like Shrewsbury, including:

- Allowing one parking space to serve multiple uses
- Supporting a shared parking environment
- Increasing foot traffic on streets, which in turn helps downtown feel more active

The following recommendations are focused on the multimodal environment, particularly in encouraging people to walk in downtown Shrewsbury.



*An area where each use has its own parking supply implies that people should drive from use to use.*



*A park once environment encourages people to park in one location and walk (or bike, or take transit) to their other destinations*

# 2. Create a Park Once Environment

Shrewsbury's dense downtown has good sidewalk coverage and small block sizes, which create an environment in which it is easy for people to choose to walk. However, issues such as curb cuts, limited crosswalks, lengthy signal timing, and the intersection of Main Street and Route 140 are currently limiting the walking environment. The following recommendations focus on improvements to the walking environment:

- Curb cuts interrupt the sidewalk with conflicts between pedestrians and vehicles, and should instead prioritize people walking. The following recommendations range from short-term to long-term in how the Town might address this issue:
  - Use paint to delineate where sidewalk is across driveways
  - Use bollards, planters, etc. to slow drivers coming out of driveways
  - Raise sidewalks across driveways, use high-visibility materials, etc.
  - Close curb cuts, consolidate parking lots
- Future considerations: curb cuts
  - Allow only 1 curb cut per parcel
  - Set minimum driveway spacing standards to avoid closely spaced cuts and allow cross-parcel access to provide access in lieu of a driveway (no formal abutter agreement required)
- Pursue additional crosswalks. Ideal spacing is approximately every 300 ft.
- Pursue a signage and wayfinding program (see recommendation #3)
- Use physical traffic calming to prevent cut-throughs at Library Lot, such as movable planters, bollards, speed tables etc.

Short term

Longer term

*Raised crosswalk across curb cut.*
Source: pedbikeimages.org - Dan Burden (2006)

*Winthrop Park Planter Boxes in Harvard Square serve as traffic calming/limiting, but can easily be rolled away as necessary.*
Source: http://www.harvardsquare.com/articles/white-lights-bright-lights-evergreen-swags-classic-red-velvet-bows

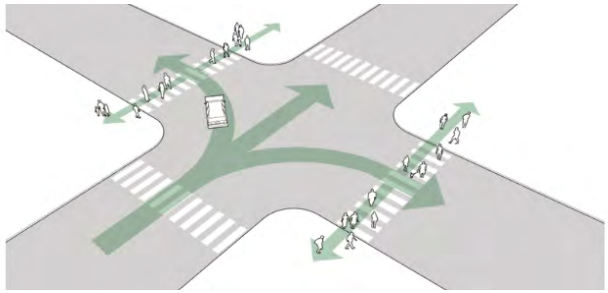
# 2. Create a Park Once Environment

The intersection of Main Street and Route 140 is challenging in that it is a key intersection for Shrewsbury while carrying regional traffic. The changes proposed below are intended to meet the goals of the parking study and are proposed at a planning level. Further analysis may be necessary. Overall, these changes will create an intersection that prioritizes people walking while allowing for comparable vehicle improvement:

- Decrease signal times between phases (see diagram below)
- Consider concurrent pedestrian phase
- Pursue pedestrian "bulb outs" to create a more compact intersection
- Consider implementing Lead Pedestrian Intervals (LPI)
- Consider using additional on-street parking as traffic calming

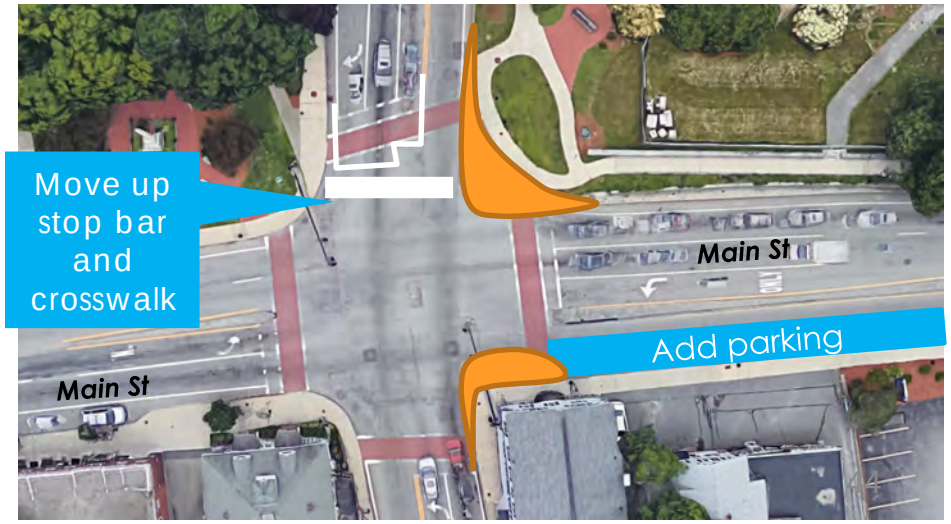
*Longest ped delay: 60 seconds*

*Longest ped delay: 20 seconds*



*Leading Pedestrian Intervals (LPI) coupled with concurrent signals give pedestrians a few extra seconds to get to a visible place in a crosswalk before allowing traffic to flow in the same direction, thus increasing drivers' ability to see people walking.*
Source: NACTO

*Concept idea for a more compact intersection at Main Street / 140*



# 3. Wayfinding and Signage

Many visitors to the Shrewsbury town center do not know where they are able to park. Creating signage with clear guidance for patrons unfamiliar with the area will help to create a visitor-friendly environment.

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

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

The Town of Shrewsbury should use wayfinding and signage to:

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

*Wayfinding sign, Springfield, MA*
*Source: http://www.wamc.org/post/new-signs-promote-walkable-downtown*

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

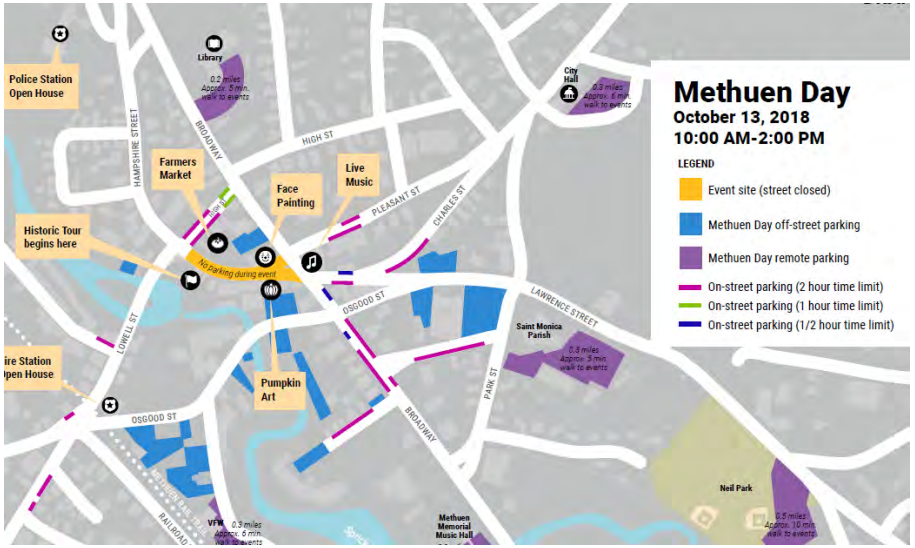
# 4. Plan for Special Events

Shrewsbury's town center hosts several events throughout the year in which the parking system must flex to host more people than usual. Ultimately, the town may want to create a dedicated Event Management Plan, and there are several short-term steps that the Town can take to plan for these unique days:

- Use parking data to plan for events. The utilization counts included in this study provide some insight as to where and when parking is underutilized, and the Town can use that information to communicate with private property owners about potentially using their parking to support special events.
- Create a customer-friendly map. The data from this study is formatted such that it can easily be converted into a user-friendly map that helps visitors find appropriate parking.
- Make and keep portable signage at Town
  - For example signage that says "Parking →" (with an arrow directing traffic) and "Lot Full"
  - Signage should be available to event hosts as necessary

Events in Shrewsbury:

- Spirit of Shrewsbury
- St Mary festival
- Library festival
- Historical society events
- Memorial Day
- Veteran's Day




*In Methuen, the Town created a customer-friendly map of available parking for a special event*

# 5. Adjust Zoning to Encourage Flexible Development

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

- **Allow shared parking to meet requirements.** This can be by special permit with the Planning Board, via agreement that goes on file at the Town, or by using a calculation outlined in the zoning code or on file at the Town.
- **Limit parking required for small, infill developments**. This will help encourage an active streetscape and re-use of historic buildings. To do this, the code can:
  - Establish/add to an **in-lieu fund**, which the Town can use to fund other transportation improvements such as walking or construction of additional shared, public parking.
  - Allow owners to **share existing parking** with new uses.
  - **Don't require parking below a certain size**, as demand can likely be met in publicly available parking.
- **Reconsider parking minimums**, which are currently above national standards.
- Include **multimodal standards** for elements such as:
  - Bicycle parking
  - Curb cut consolidation & driveway treatments
  - Bus shelters

# 6. Expand Public Parking Supply

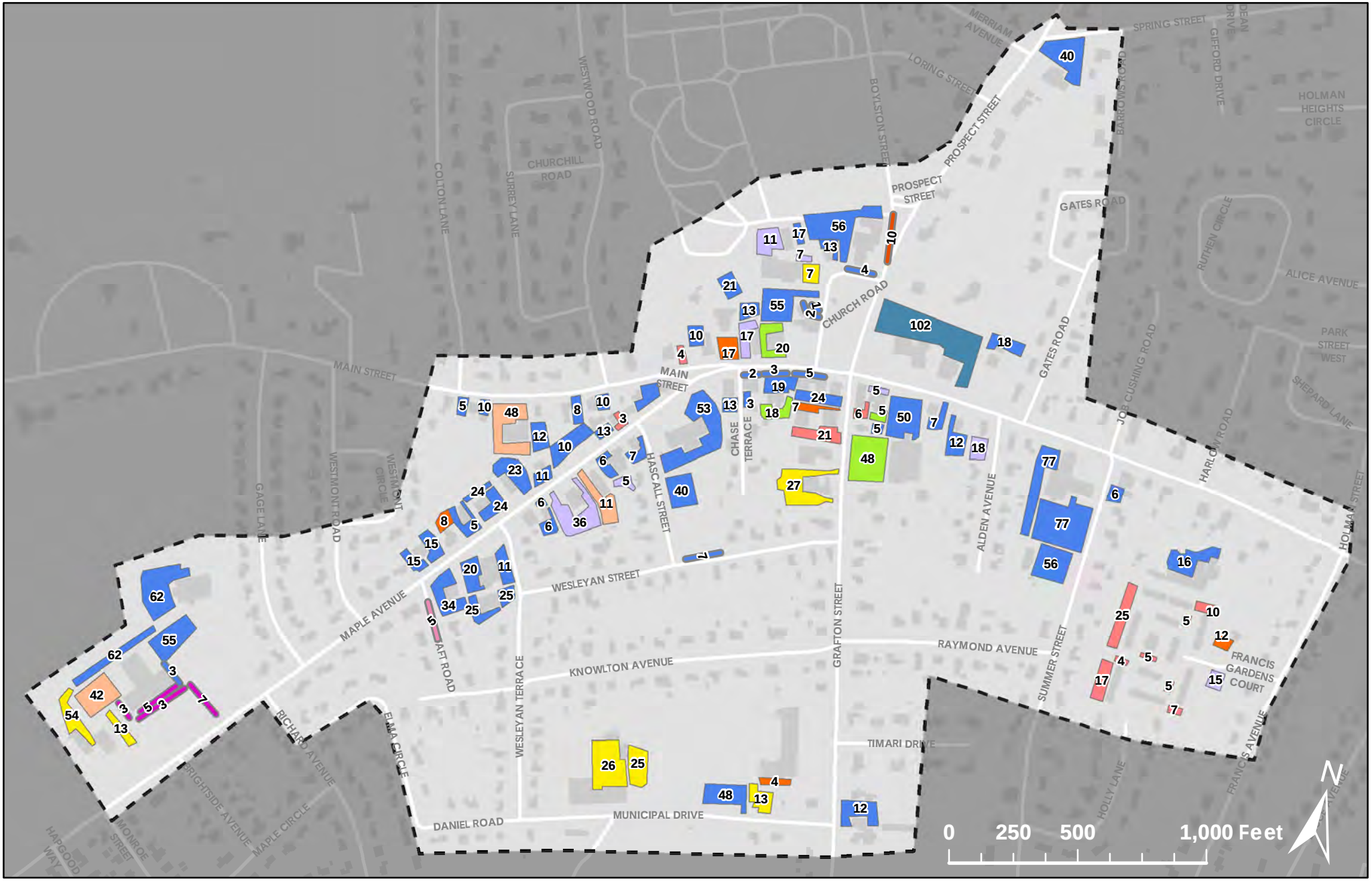
Successfully accommodating future development in downtown Shrewsbury will necessitate the provision of additional public parking. The most cost-effective way to do this is to work with private property owners is to open up underutilized parking lots for public use. Longer term, strategic opportunities such as the Beal School site may have ability to absorb additional parking demand that can serve both new uses at the Beal site and potential demand from neighboring businesses and destinations.

Any public parking should:

- **Maintain public access.** To create the most efficient parking possible, no spaces should be reserved or dedicated.
- **Brand parking and associated signage to support a stronger district identity**. For example, the public parking supply could be clearly signed as "Maple Avenue Commercial District Parking."
- **Enhance walking connections between parking and destinations.** Particularly for new public parking, it is important to remember that everyone is a pedestrian after they park. Safe, comfortable, well-lit, and clear connections to and from any centralized parking facility will contribute to the "park once" environment (Recommendation #2) and create a useable system. For the Beal School lot, for example, it will be important to consider walking connections such as:
  - Chase Terrace
  - Along Main Street and Maple Avenue
  - Hascall St
- **Long-term** – The Town should explore options with developers to flex private residential parking supply for some public access, particularly when peak demand times are complementary.

# TECHNICAL APPENDICES

# APPENDIX A | Parking Inventory and Utilization Maps




# Shrewsbury Town Center Parking Inventory

Study Area

**Parking Regulations**

**Town Center On-Street Parking**

- Unregulated
- Informal Parking
- No Parking 8am-6pm, Mon-Fri
- No Parking except Sun & Holidays

**Town Center Off-Street Parking**

- Public
- Unregulated
- Customers & Visitors
- Customers & Employees
- Employees Only
- Reserved
- Residents Only
- Other Private Access

# Shrewsbury Town Center Parking Inventory

Town Center Core

Study Area

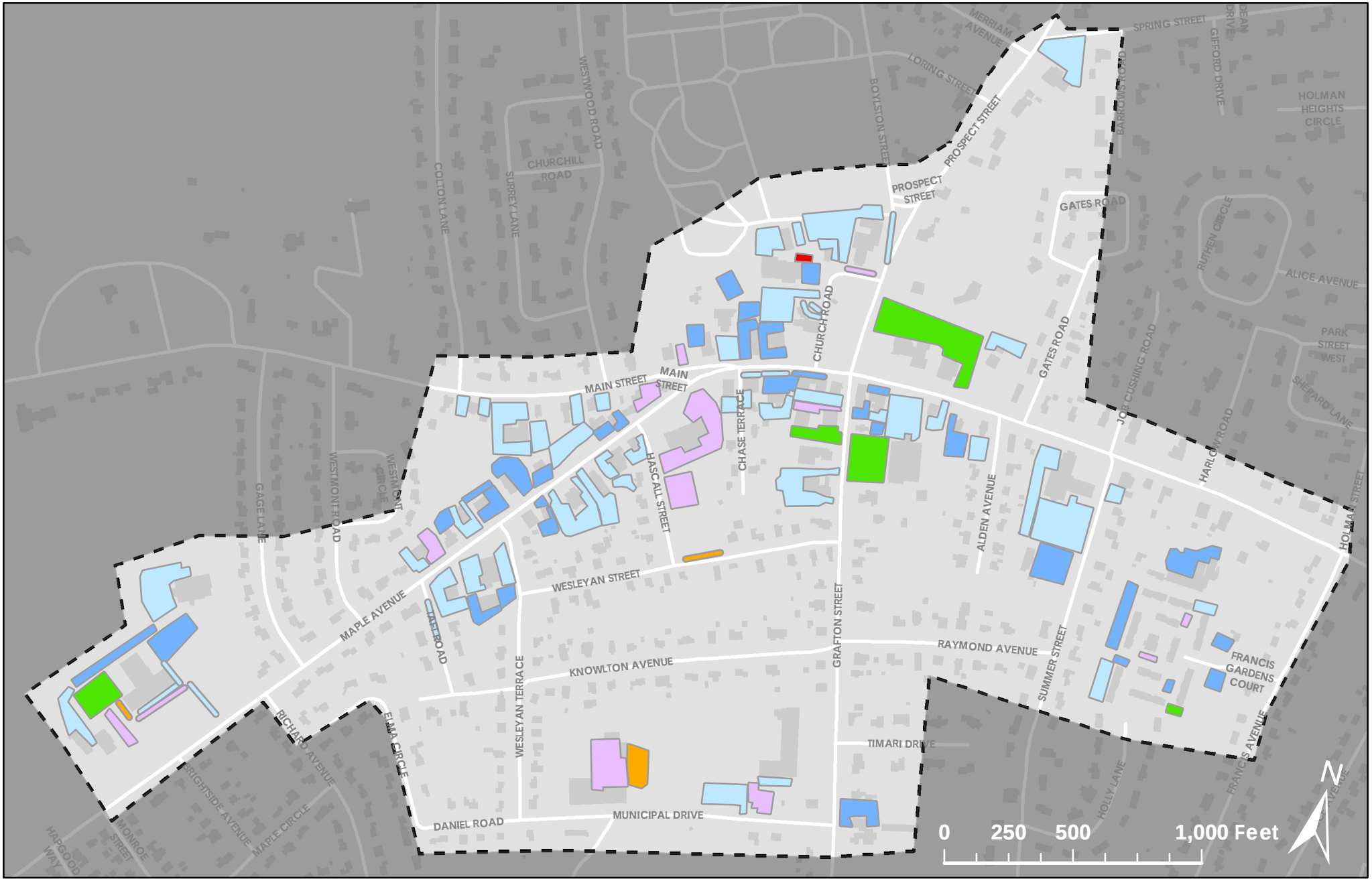
**Parking Regulations**

**Town Center Core On-Street Parking**

- Unregulated
- No Parking 8am-6pm, Mon-Fri
- No Parking except Sun & Holidays

**Town Center Core Off-Street Parking**

- Public
- Unregulated
- Customers & Visitors
- Customers & Employees
- Employees Only
- Reserved
- Residents Only
- Other Private Access




# Shrewsbury Town Center Parking Utilization

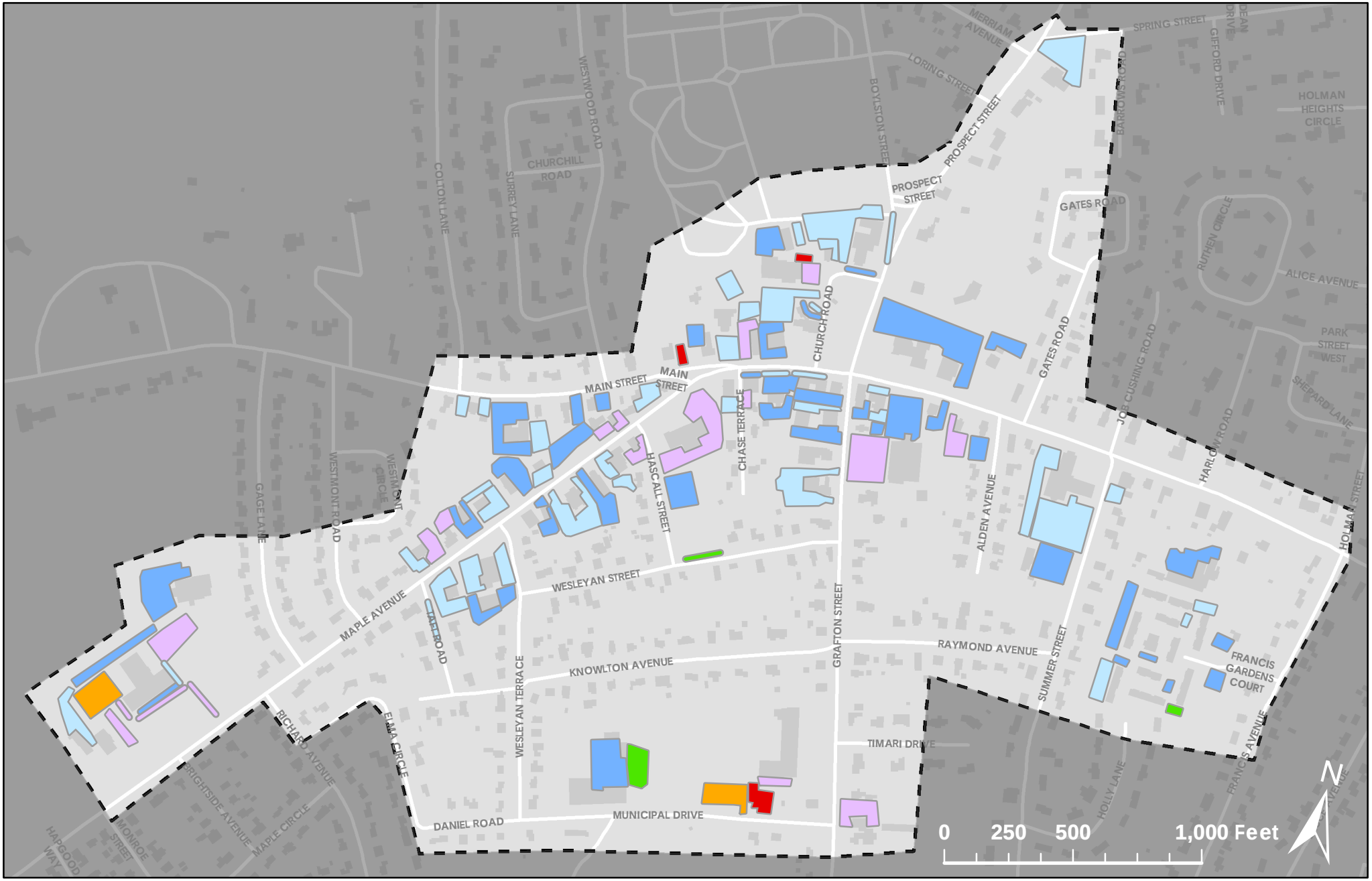
Study Area

**Parking Utilization**

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

## Weekday Morning

Data Collected:
June 12, 2018
7:00 am




# Shrewsbury Town Center Parking Utilization

Study Area

**Parking Utilization**

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

## Weekday Morning

Data Collected:
June 12, 2018
12:00 pm

# Shrewsbury Town Center Parking Utilization

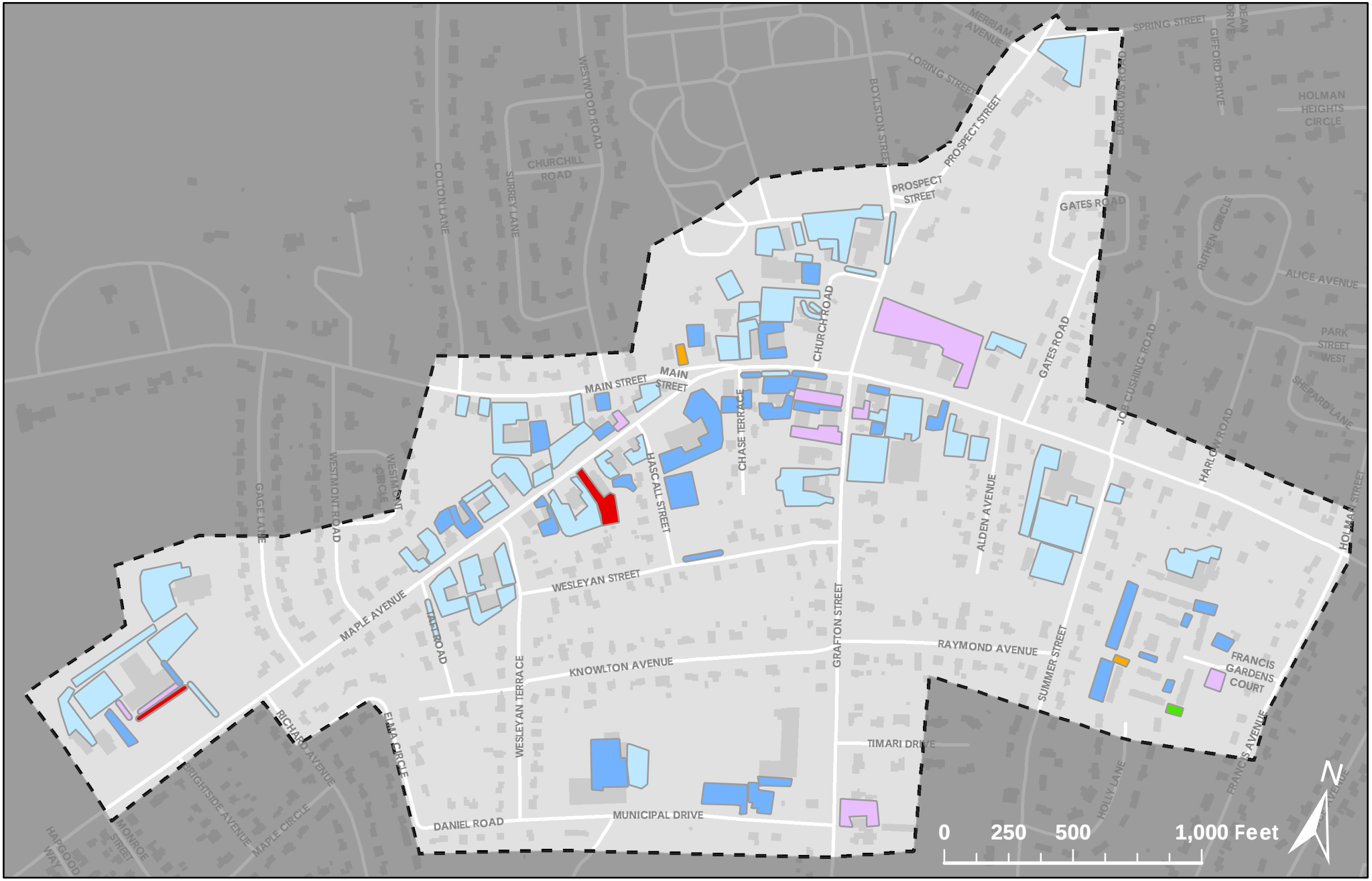
Study Area

**Parking Utilization**

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

## Weekday Afternoon

Data Collected:
June 12, 2018
4:00 pm




# Shrewsbury Town Center Parking Utilization

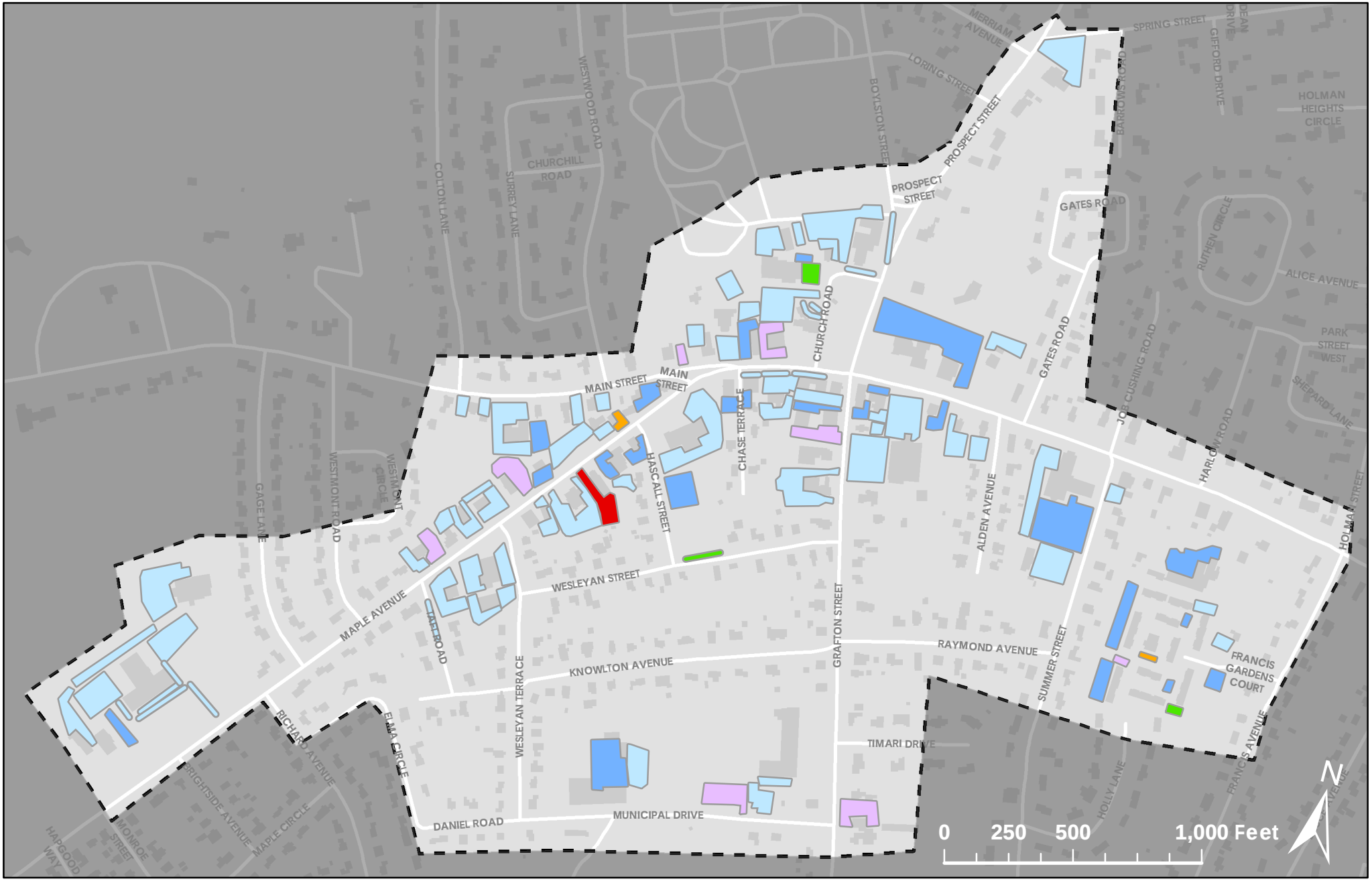
Study Area

**Parking Utilization**

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

## Weekday Evening

Data Collected:
June 12, 2018
6:00 pm




# Shrewsbury Town Center Parking Utilization

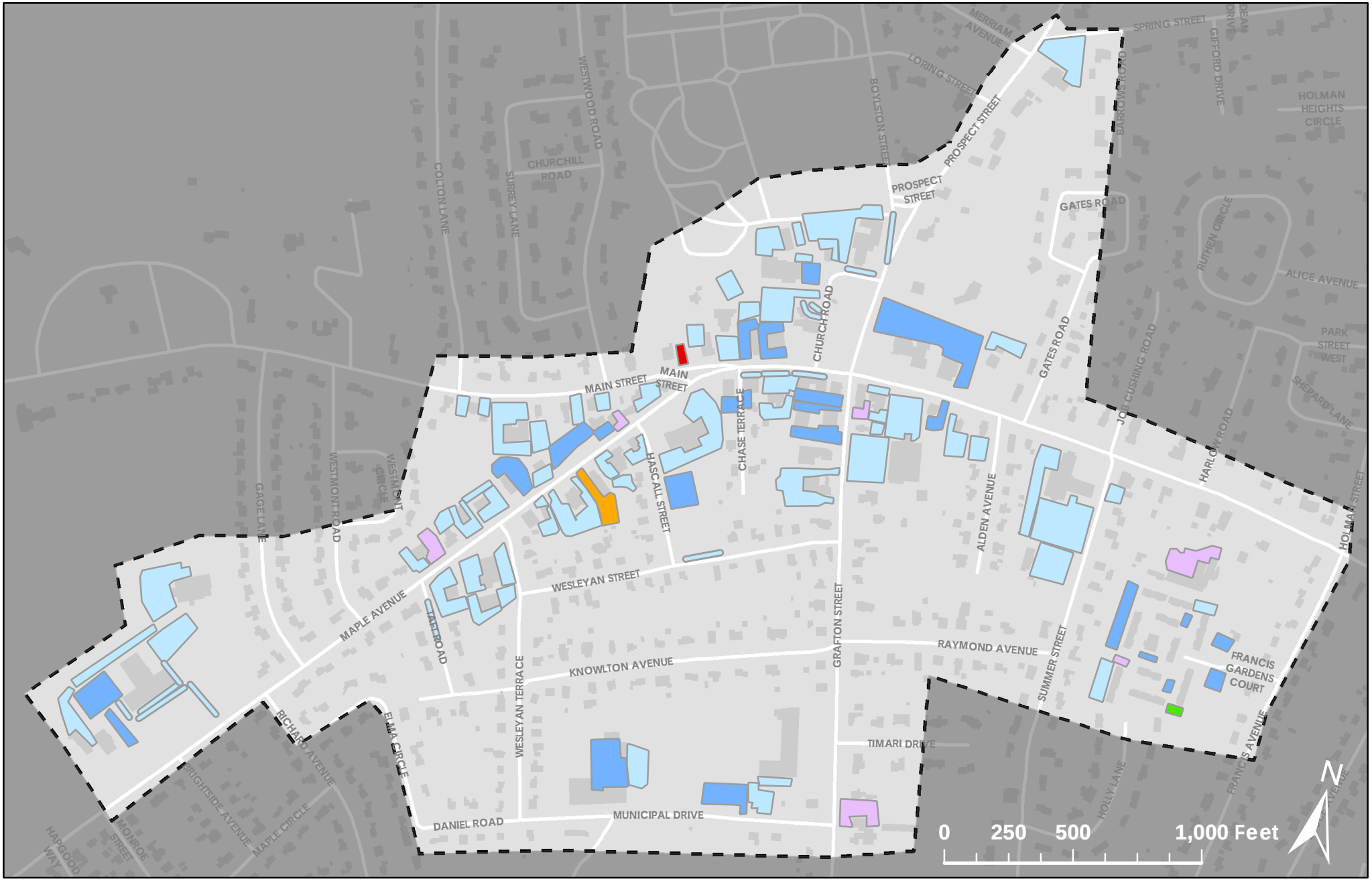
Study Area

**Parking Utilization**

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

## Weekend Morning

Data Collected:
June 16, 2018
10:00 am




# Shrewsbury Town Center Parking Utilization

Study Area

**Parking Utilization**

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

## Weekend Morning

Data Collected:
June 16, 2018
12:00 pm

# Shrewsbury Town Center Parking Utilization

Study Area

## Weekend Evening

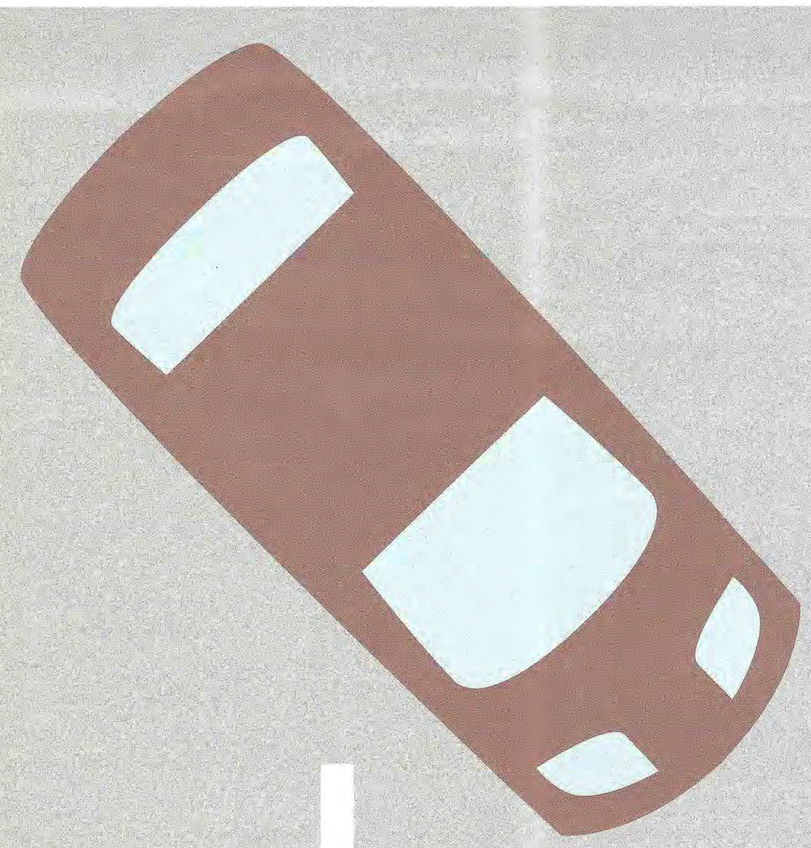
Data Collected:
June 16, 2018
6:00 pm

**Parking Utilization**

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

# APPENDIX B | Parking Priority Exercise

# WHAT ARE YOUR TOP PARKING PRIORITIES IN SHREWSBURY?



I VALUE SHREWSBURY'S HISTORIC CHARACTER

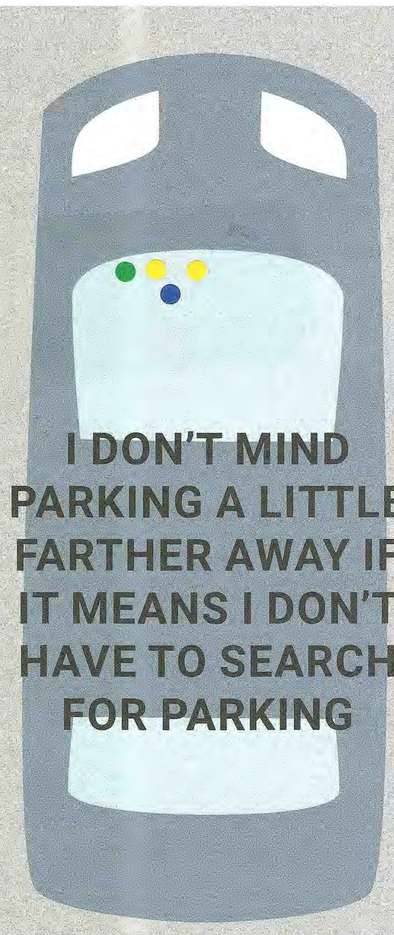
I WOULD LIKE CLEARER INFORMATION ON PARKING IN SHREWSBURY

I WOULD LIKE IT TO BE EASIER/SAFER TO WALK IN SHREWSBURY

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

I WOULD PREFER TO DRIVE AND PARK AT EACH DESTINATION

I WOULD LIKE TO SEE MORE ACTIVITY IN THE TOWN CENTER



I DON'T MIND PARKING A LITTLE FARTHER AWAY IF IT MEANS I DON'T HAVE TO SEARCH FOR PARKING

WHAT ARE WE MISSING?

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

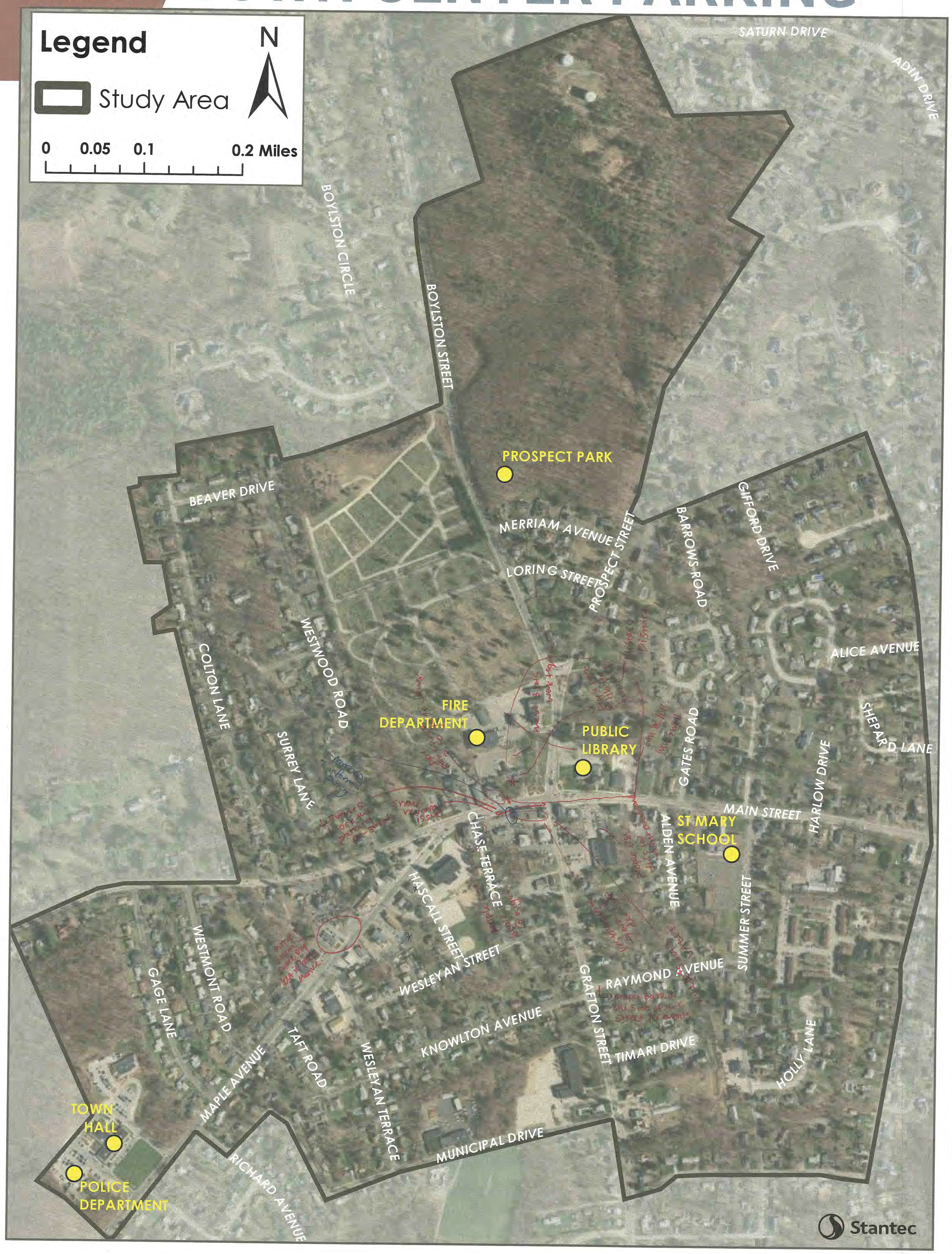
TOWN OF SHREWSBURY
TOWN CENTER PARKING MANAGEMENT PLAN

ENTERING SHREWSBURY INC 1727

# APPENDIX C | Public Outreach Maps

Shrewsbury

# MAP TOWN CENTER PARKING




- ZBA waiving parking is an issue.

TOWN OF SHREWSBURY

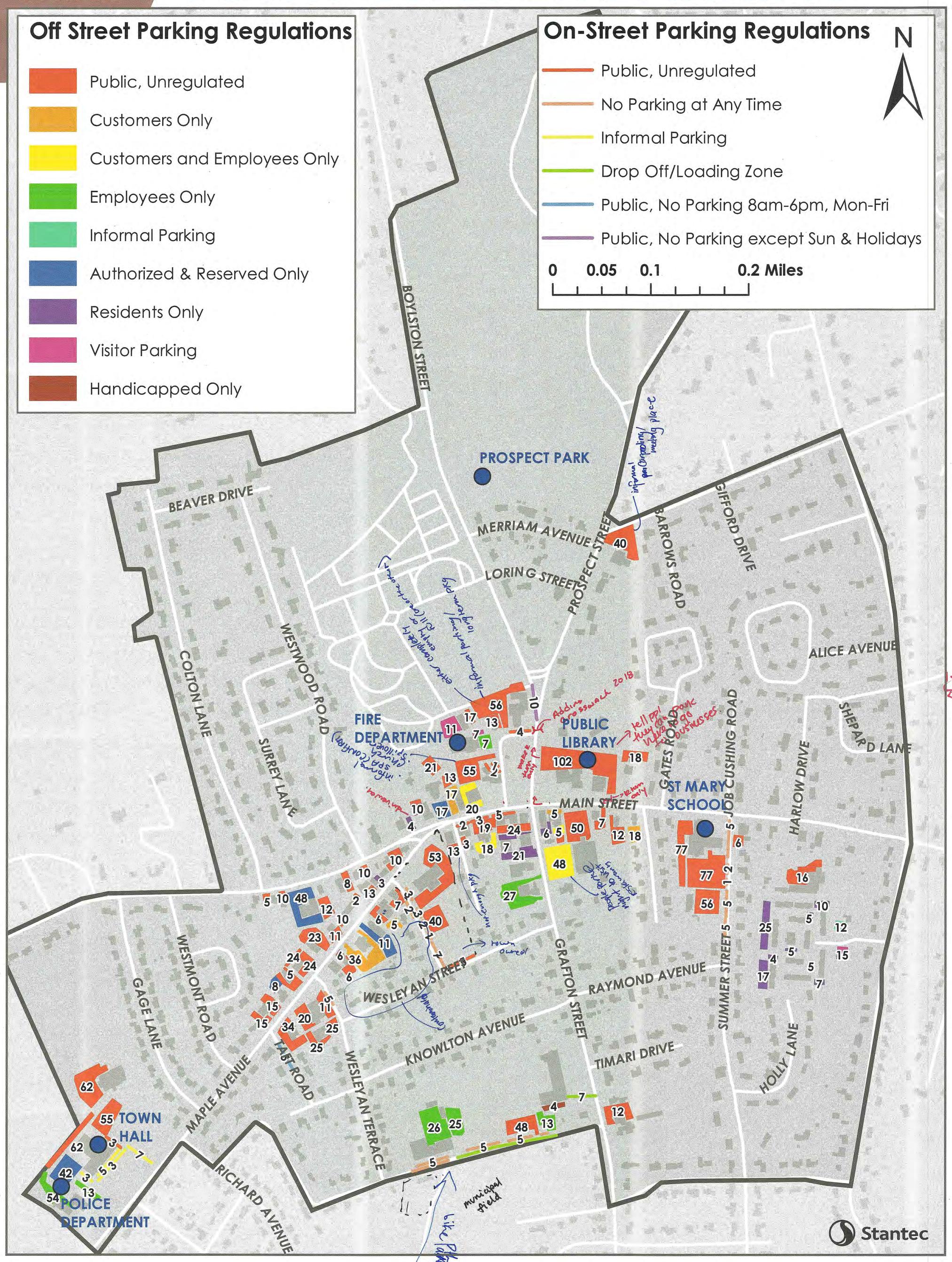
TOWN CENTER PARKING MANAGEMENT PLAN

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

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

Shrewsbury

# MAP TOWN CENTER PARKING




TOWN OF SHREWSBURY

TOWN CENTER PARKING MANAGEMENT PLAN

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

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

# APPENDIX D | Stakeholder Meeting Presentation

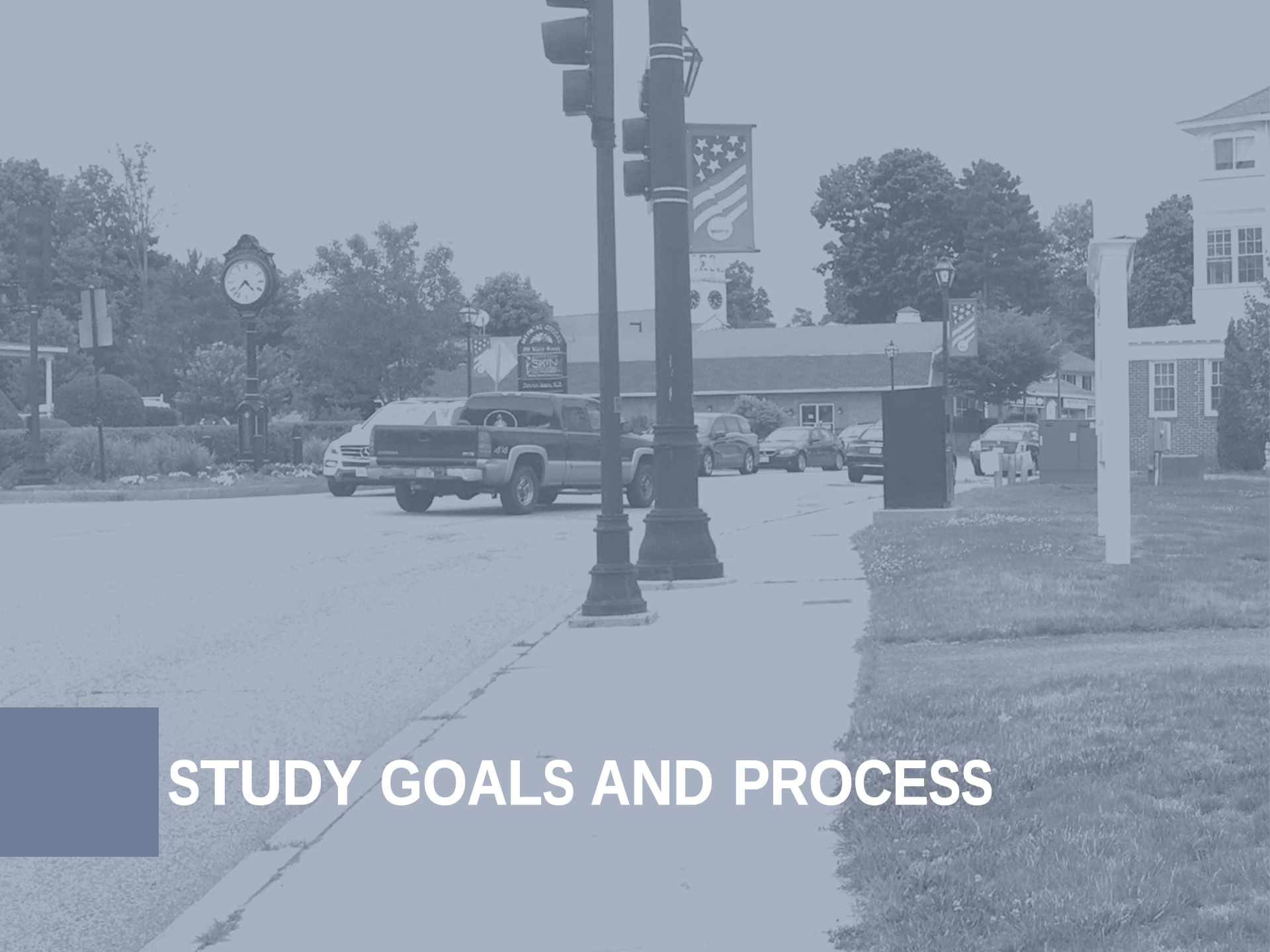
DRAFT

# Town of Shrewsbury: TOWN CENTER PARKING MANAGEMENT PLAN

# FINAL PRESENTATION

October 3, 2018

Stantec



# STUDY GOALS AND PROCESS

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- Document existing parking supply and daily demand
- Improve parking system for residents, employees, customers, and visitors
- Identify and recommend parking supply efficiencies/opportunities to open up/add parking in areas of higher demand
- Develop flexible parking standards to support downtown development
- Develop coordination between local businesses

# STUDY GOALS AND PROCESS

**Parking Inventory**

**Parking Utilization**

**Public Outreach**

**Draft Strategies**

**Final Report & Presentation**

Spring 2018 — Summer 2018 — Fall 2018

# PARKING INVENTORY AND UTILIZATION

# PARKING INVENTORY

**Total Parking Spaces**

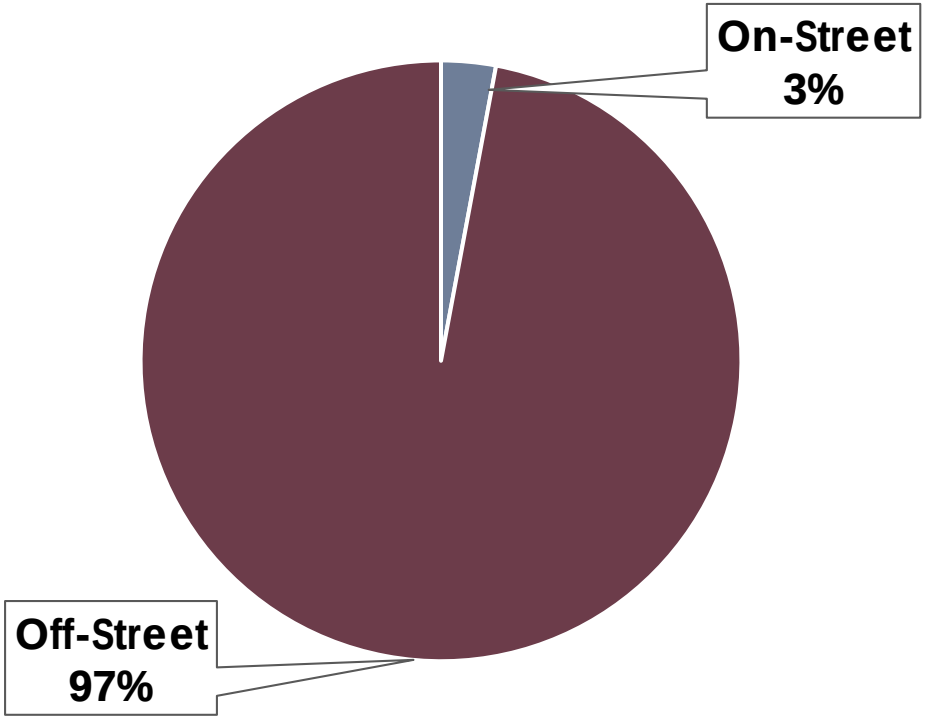
- 2,041 Spaces

**On-Street Parking Spaces**

- 60 Spaces

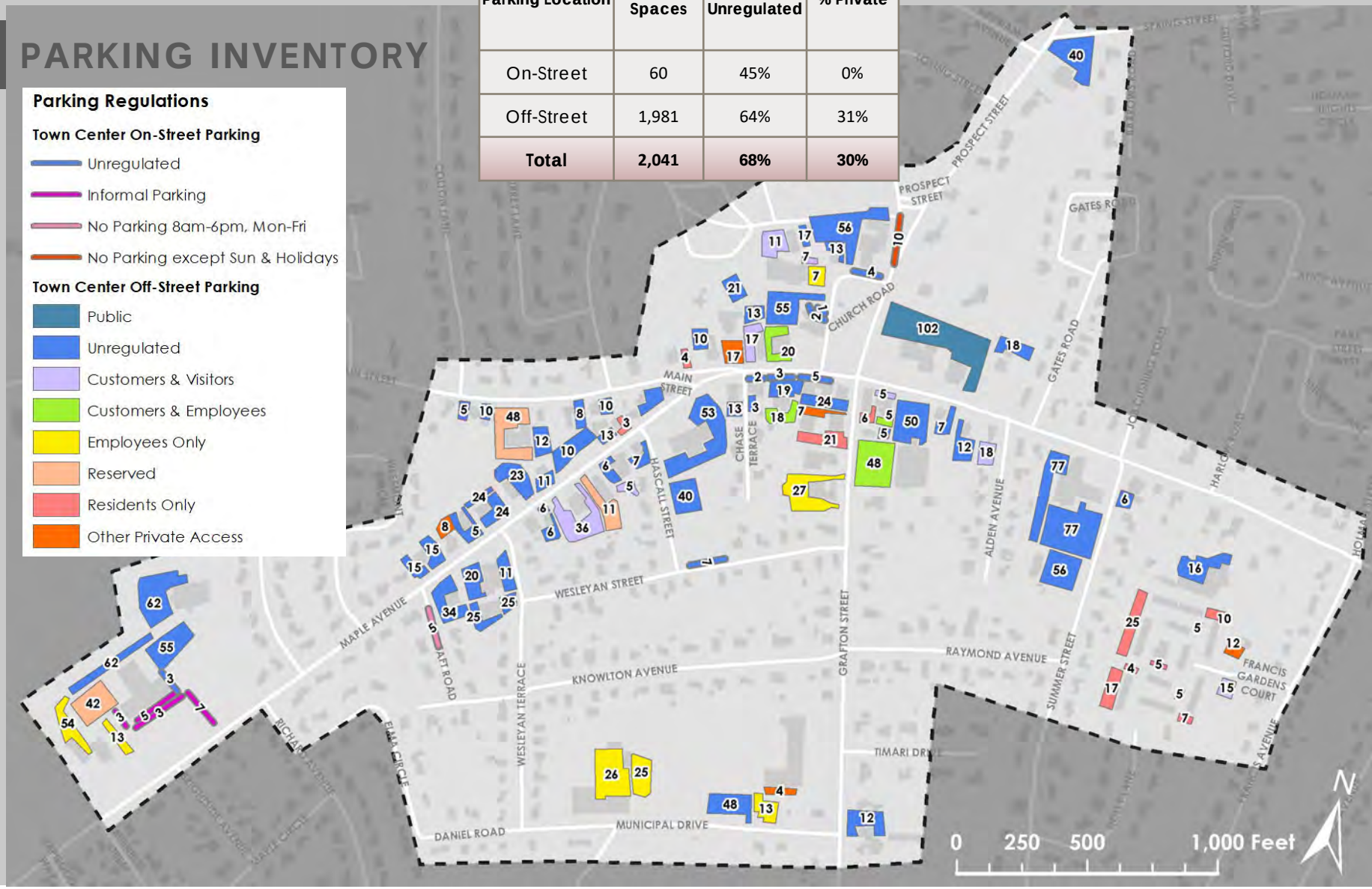
**Off-Street Parking Spaces**

- 1,981 Spaces



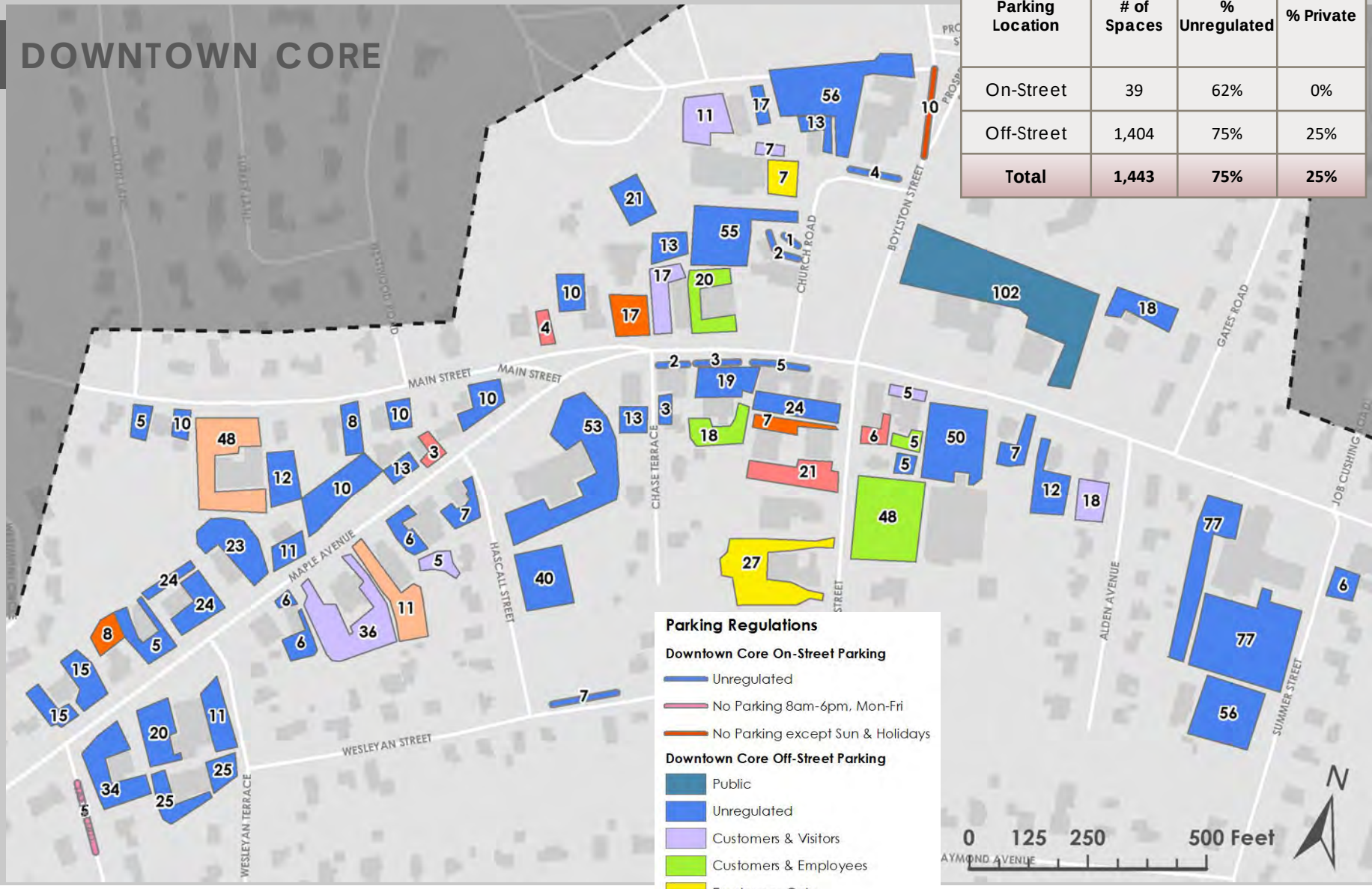
# PARKING INVENTORY

| Parking Location | # of Spaces | % Unregulated | % Private |
|---|---|---|---|
| On-Street | 60 | 45% | 0% |
| Off-Street | 1,981 | 64% | 31% |
| **Total** | **2,041** | **68%** | **30%** |



# DOWNTOWN CORE

| Parking Location | # of Spaces | % Unregulated | % Private |
|---|---|---|---|
| On-Street | 39 | 62% | 0% |
| Off-Street | 1,404 | 75% | 25% |
| **Total** | **1,443** | **75%** | **25%** |



# PARKING INVENTORY & REGULATIONS

## TOTAL COUNT

**DOWNTOWN: 1, 443**
**ENTIRE STUDY AREA: 2,041**

## ON-STREET

| REGULATION | DEFINITION | PARKING SUPPLY | PERCENTAGE |
|---|---|---|---|
| Unregulated | No regulation or signage | 27 | 45% |
| Informal Parking | No regulation or signage, informal parking on street | 18 | 30% |
| No parking except Sun & holidays | Regulated on-street parking | 10 | 17% |
| No parking 8am-6pm, Mon-Fri | Regulated on-street parking | 5 | 8% |
| Total | | 60 | |

## OFF-STREET

| REGULATION | DEFINITION | PARKING SUPPLY | PERCENTAGE |
|---|---|---|---|
| Unregulated | No regulation or signage | 1,260 | 63% |
| Employees | "Employee parking only" signage | 165 | 8% |
| Customers & Visitors | "Customer & Visitor parking only" signage | 114 | 6% |
| Residents | "Resident parking only" signage | 112 | 6% |
| Public | Parking open to the public | 102 | 5% |
| Reserved | "Reserved parking" signage | 101 | 5% |
| Customers & Employees | "Customer & employee parking only" signage | 91 | 5% |
| Other Private Access | "Private parking" signage | 36 | 2% |
| Total | | 1,981 | |

# PARKING UTILIZATION

**WHEN?**

- **Typical Weekday (Tuesday, June 12, 2018)**
  - 7AM
  - 12PM
  - 4PM
  - 6PM
- **Typical Weekend (Saturday, June 16, 2018)**
  - 10AM
  - 12PM
  - 6PM

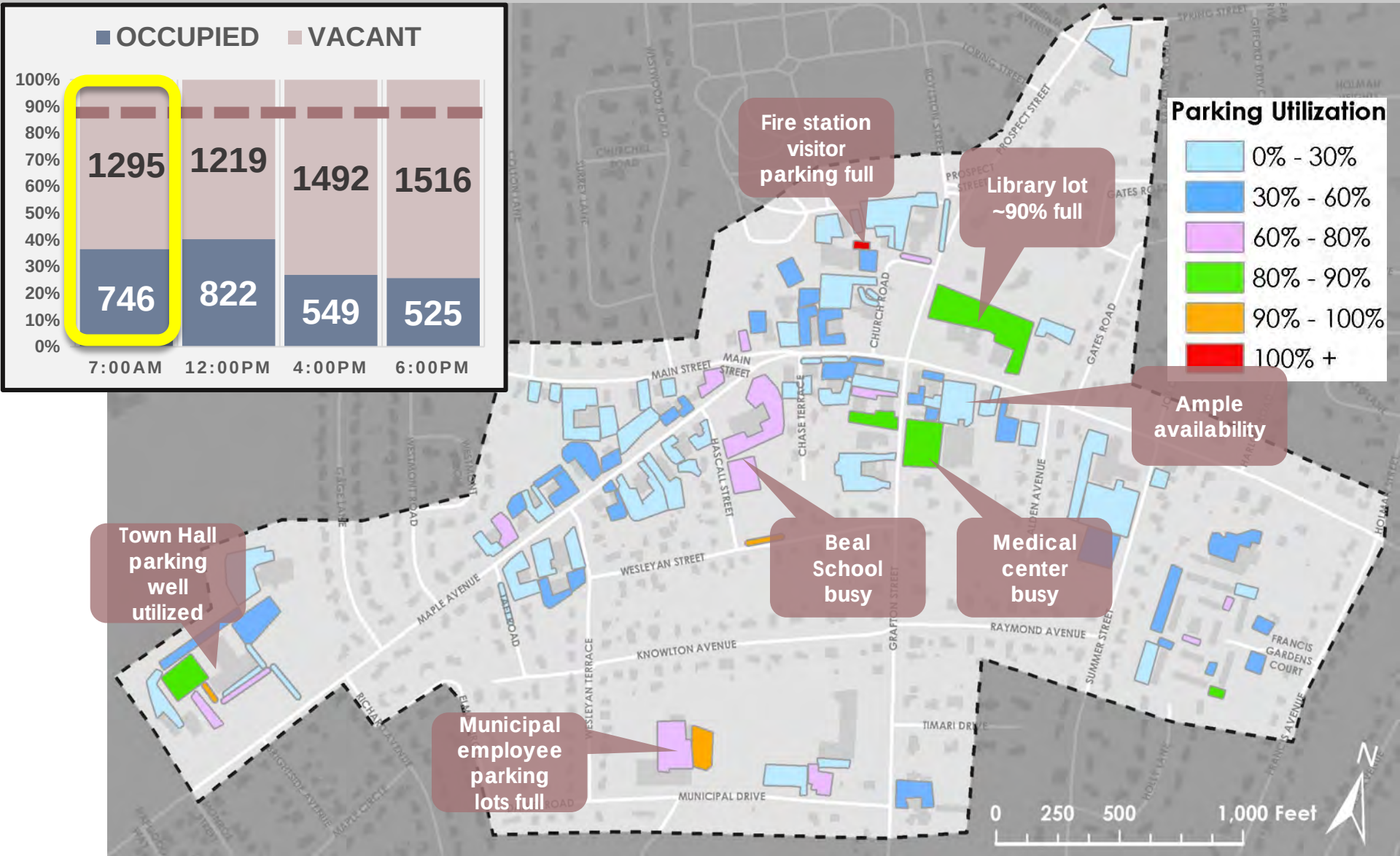
**WHERE?**

- Town Center
- Public, private, on-and off-street parking spaces and lots

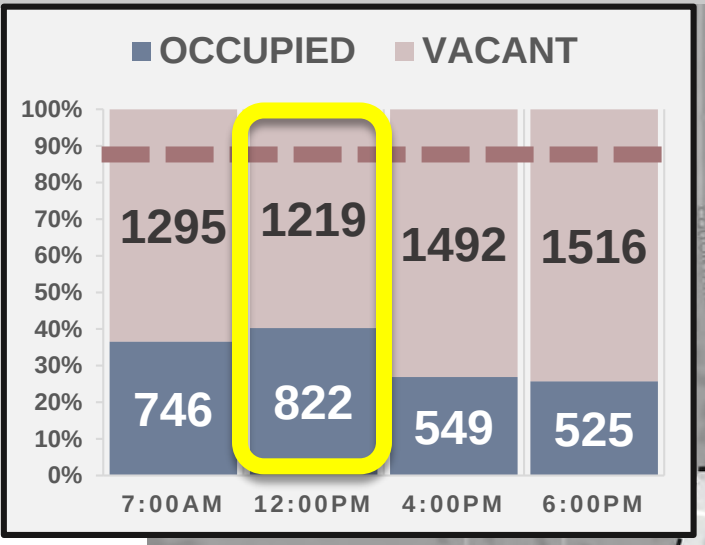
**WHY?**

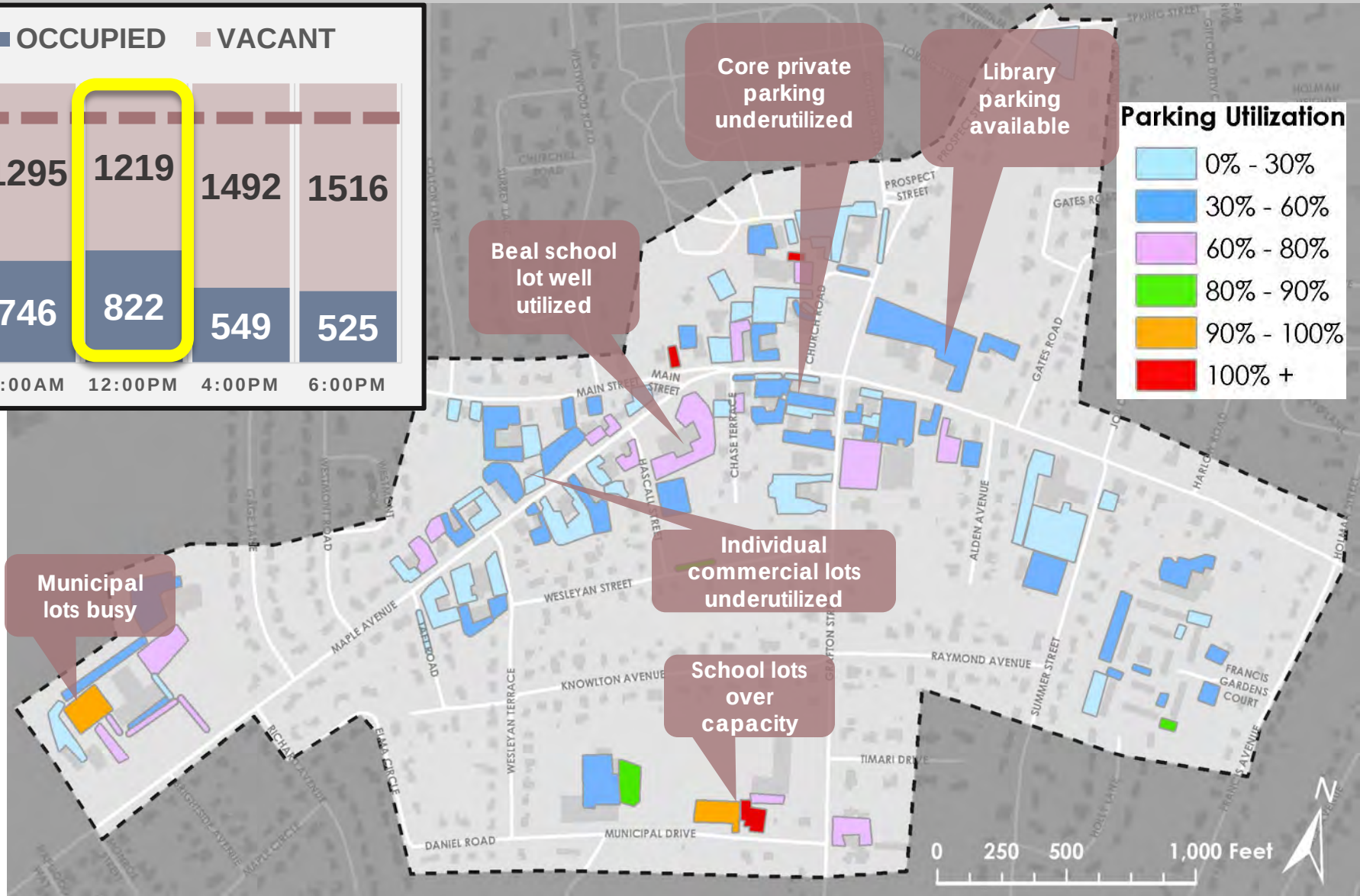
- Understand parking demand levels
- Assess parking occupancy during Shrewsbury peak activities

# PARKING UTILIZATION: WEEKDAY, 7AM

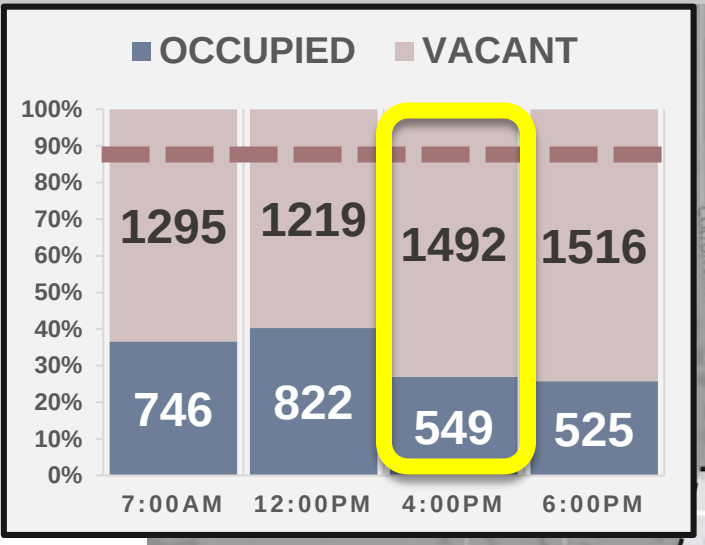


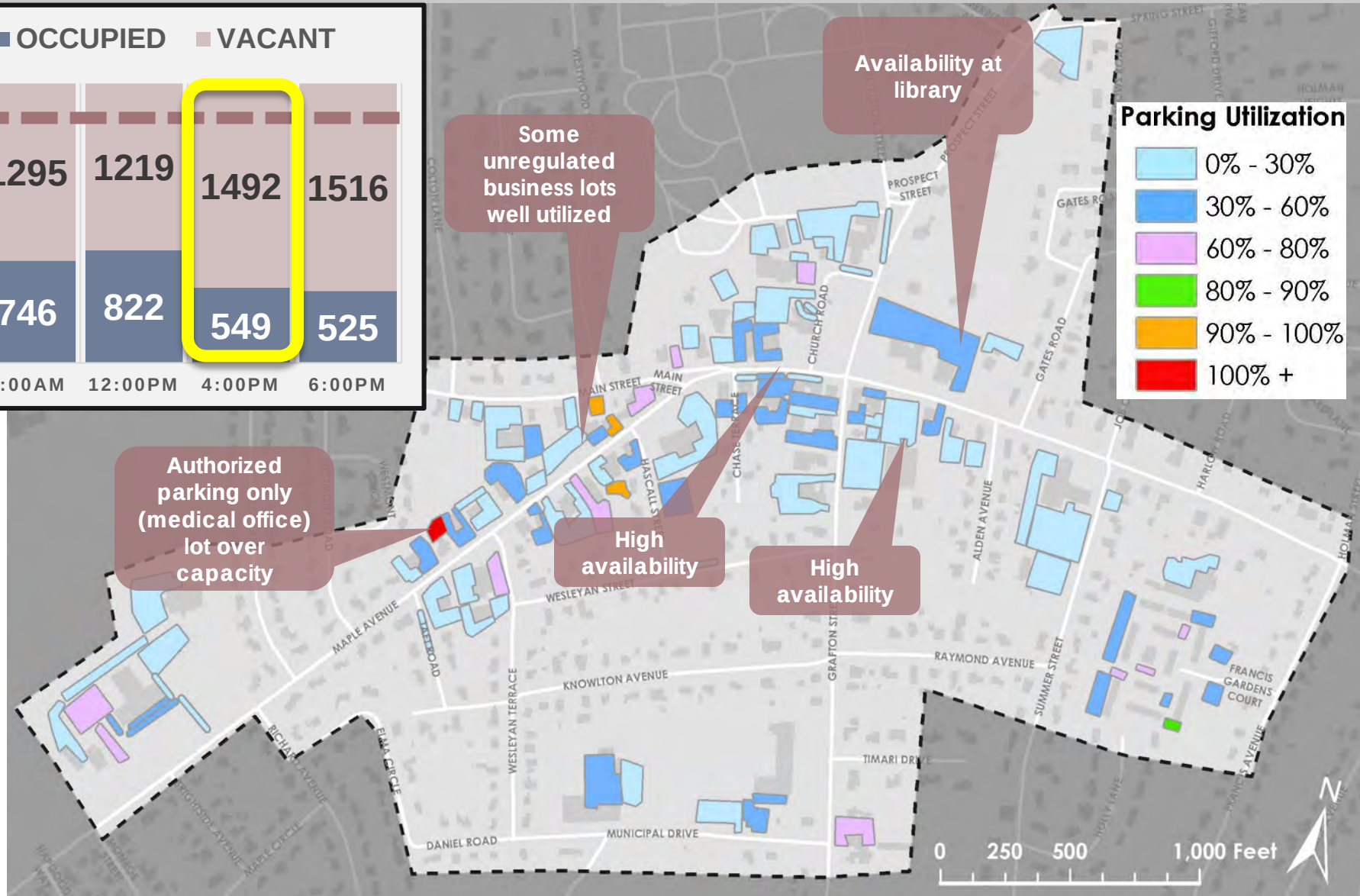
# PARKING UTILIZATION: WEEKDAY, 12PM



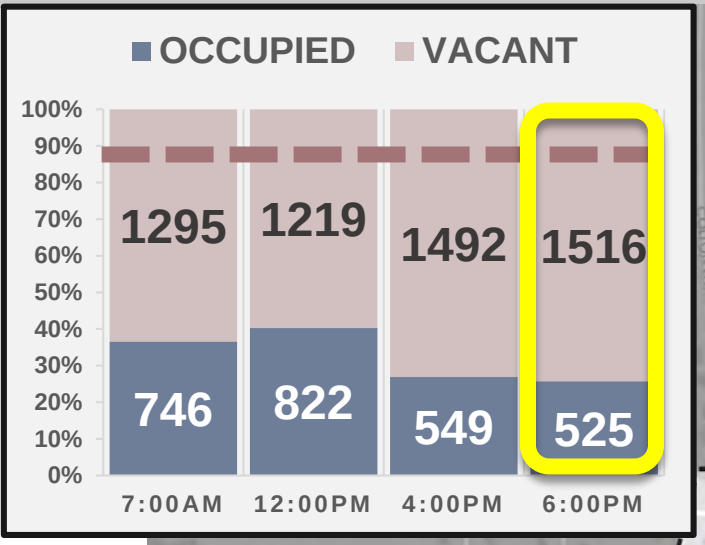



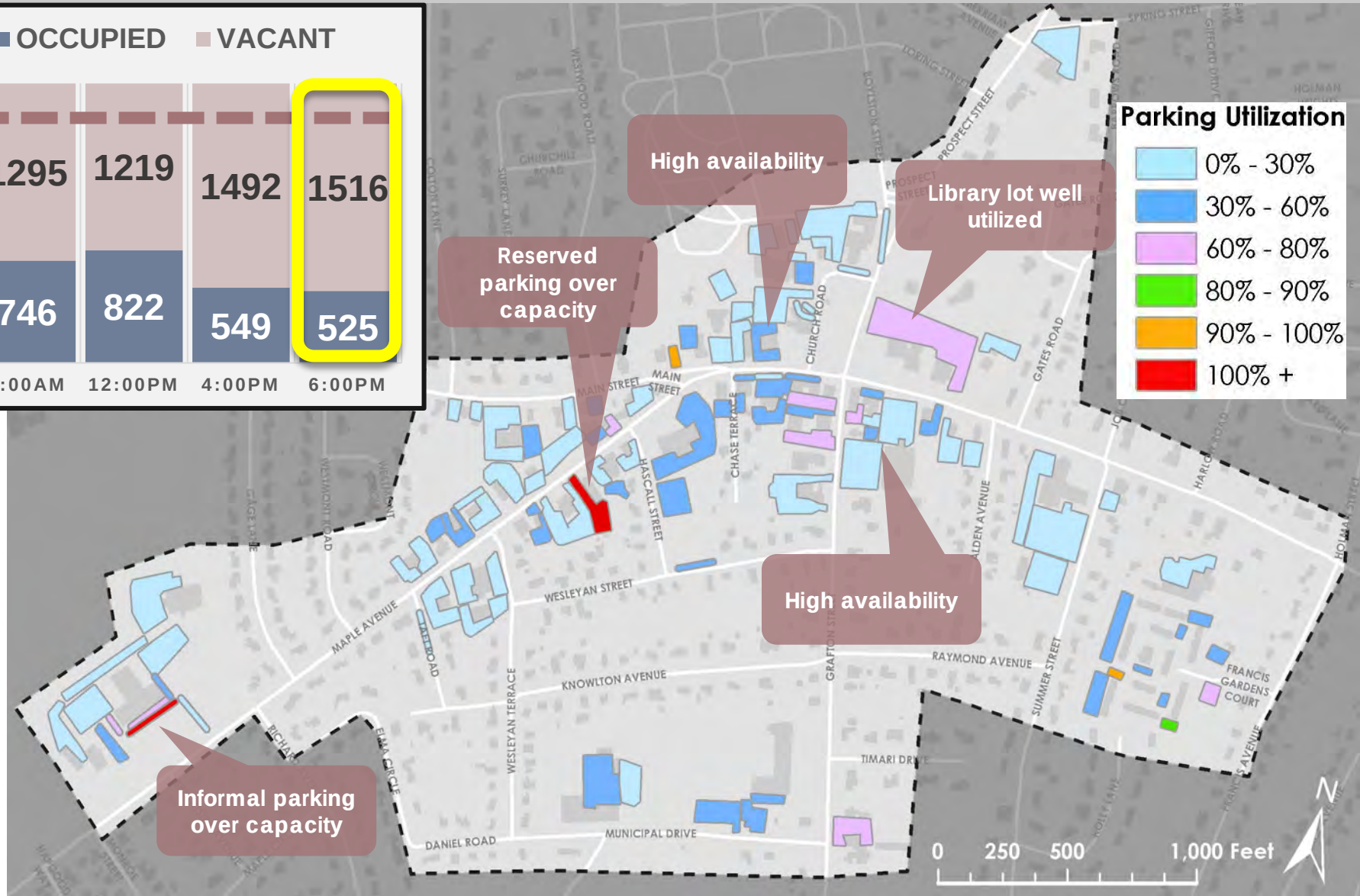
# PARKING UTILIZATION: WEEKDAY, 4PM



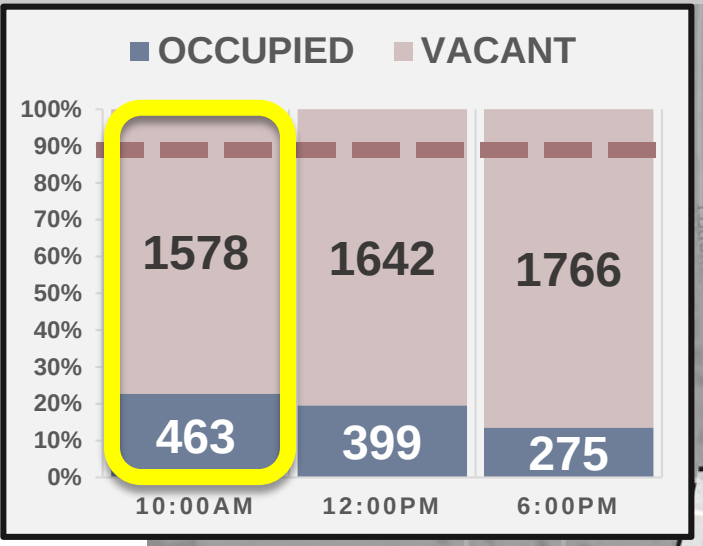



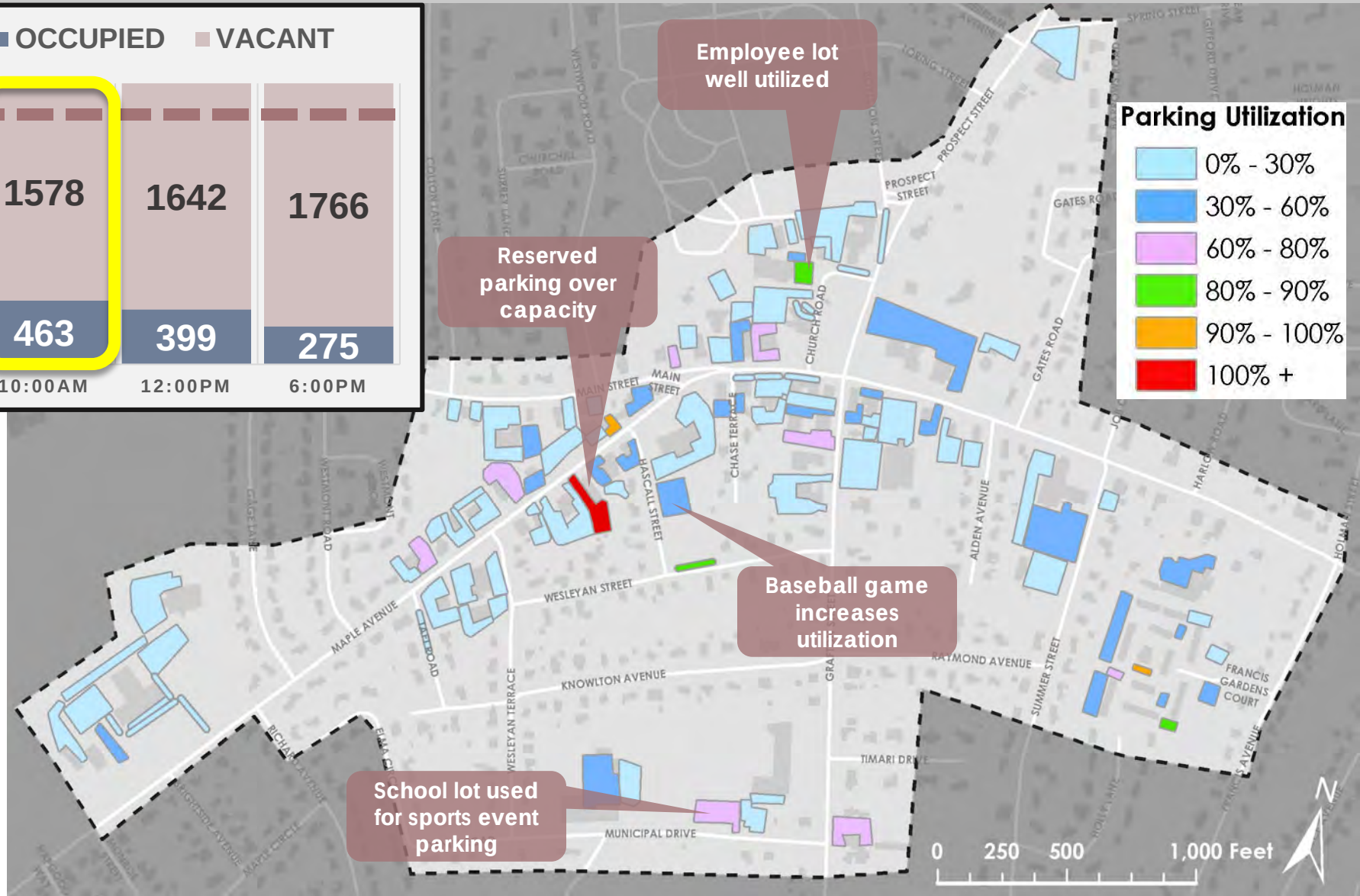
# PARKING UTILIZATION: WEEKDAY, 6PM



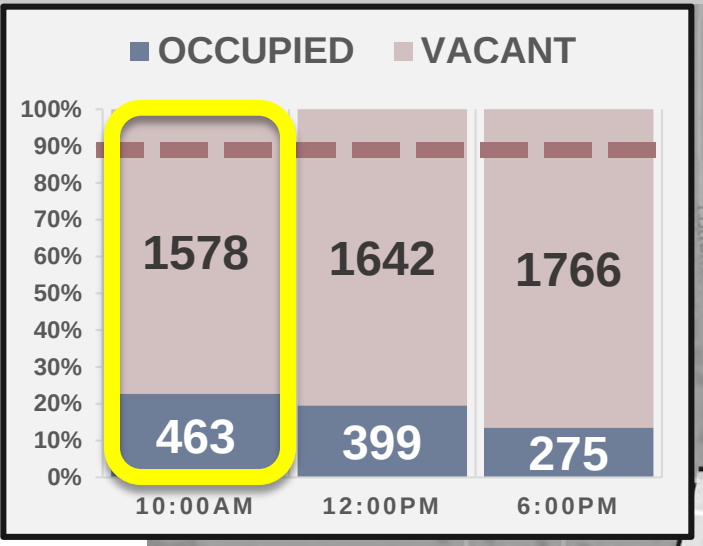



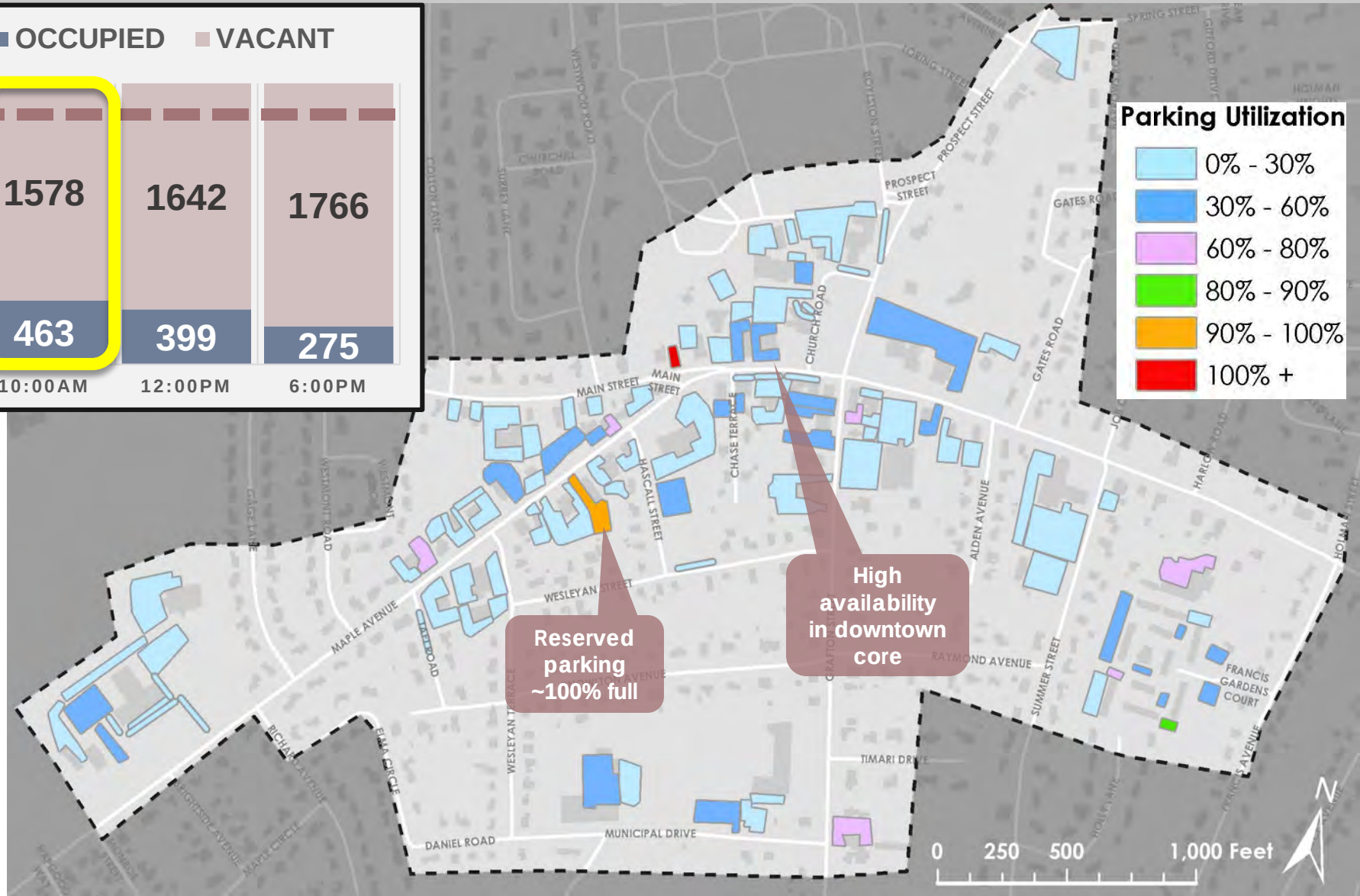
# PARKING UTILIZATION: WEEKEND,10AM



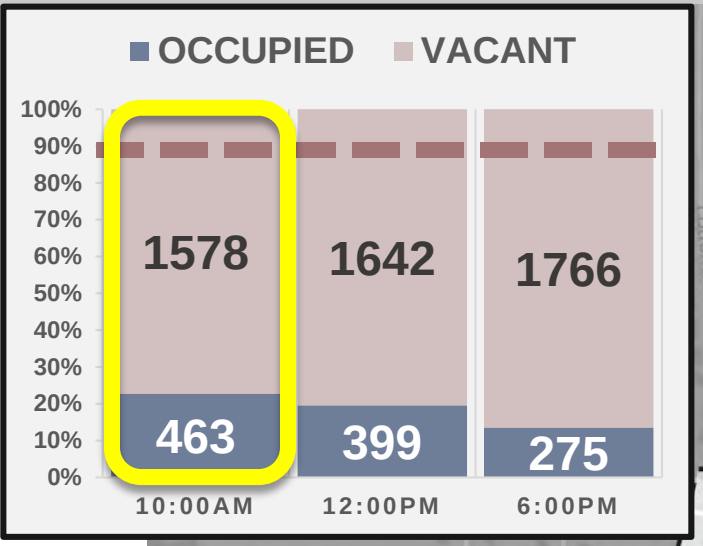



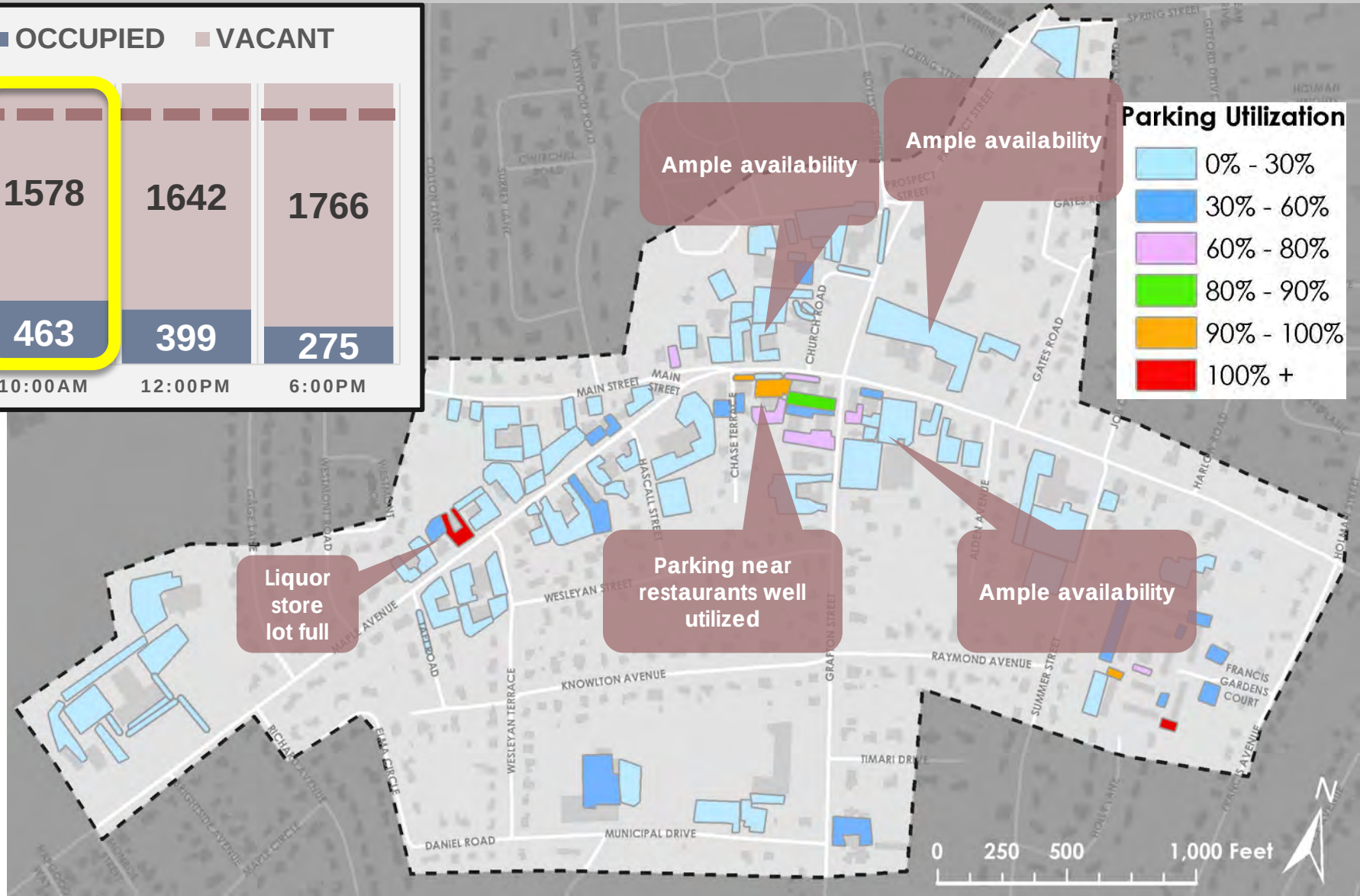
# PARKING UTILIZATION: WEEKEND,12PM



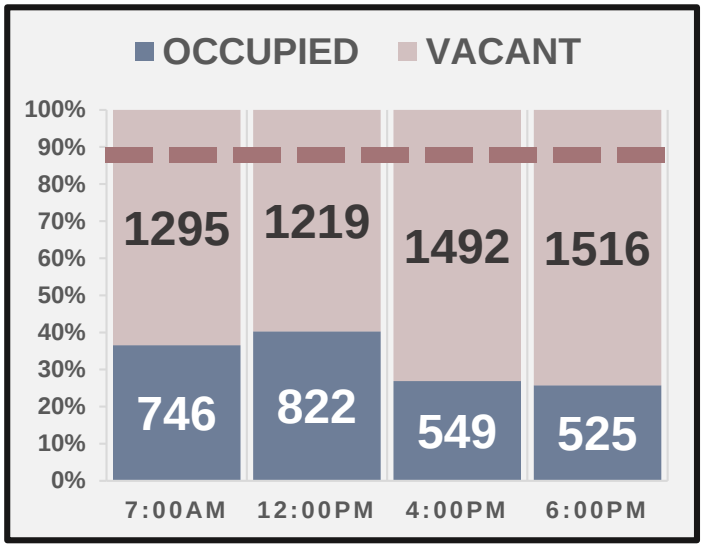
# PARKING UTILIZATION: WEEKEND, 6PM



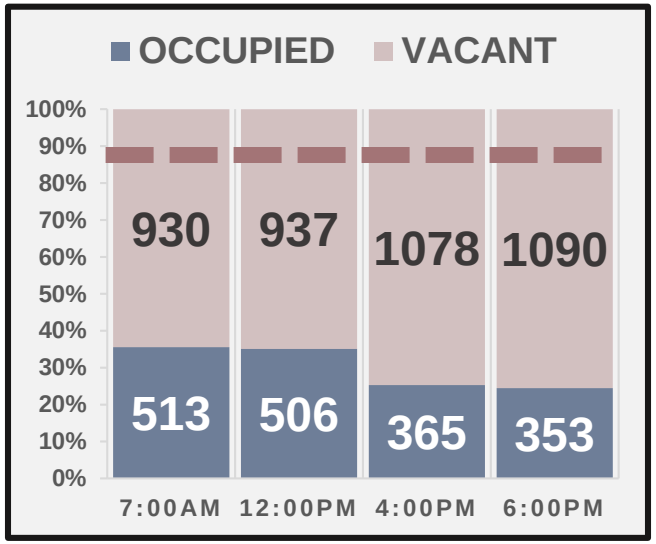



# PARKING UTILIZATION FINDINGS: WEEKDAY

## ALL

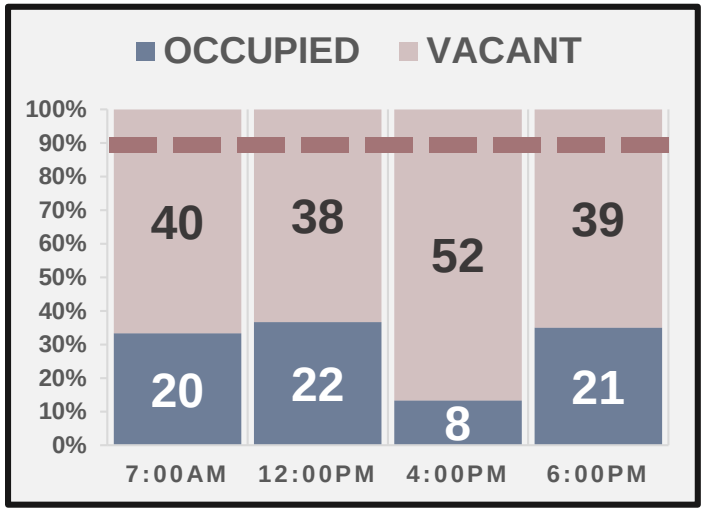



## TOWN CENTER CORE

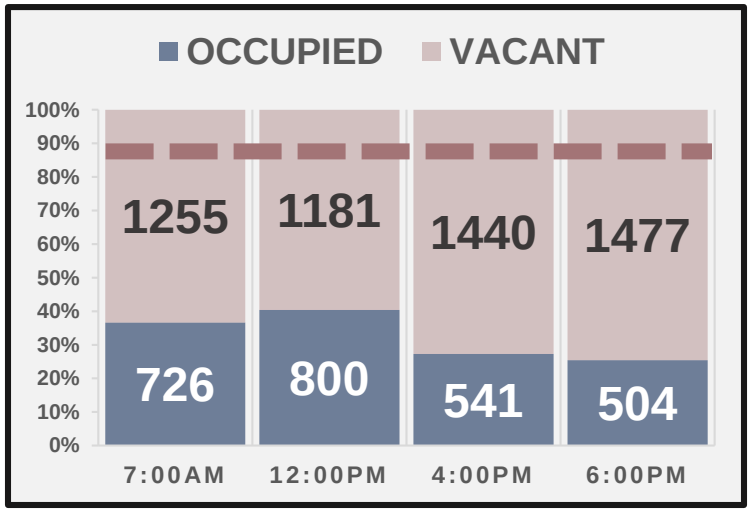



- Overall, parking never used at more than 50%
- Peak occurs at 12:00 pm
- On-street especially underutilized during 4pm/peak commute time
- Downtown Core parking is almost 40% utilized during early morning and lunch hours

## ON-STREET

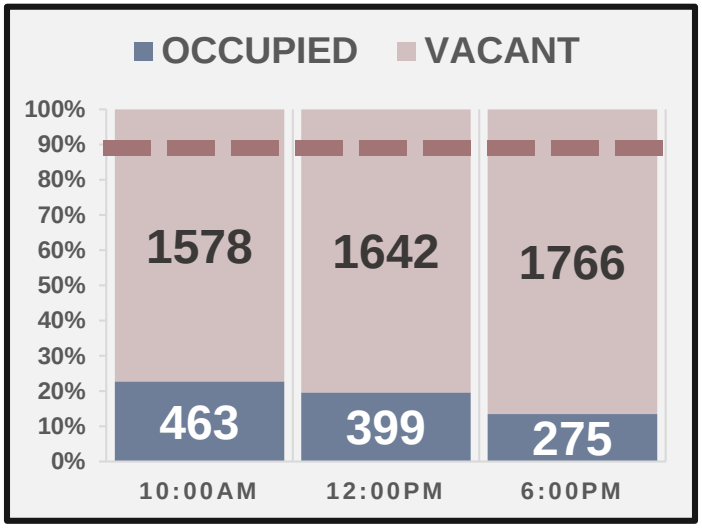



## OFF-STREET



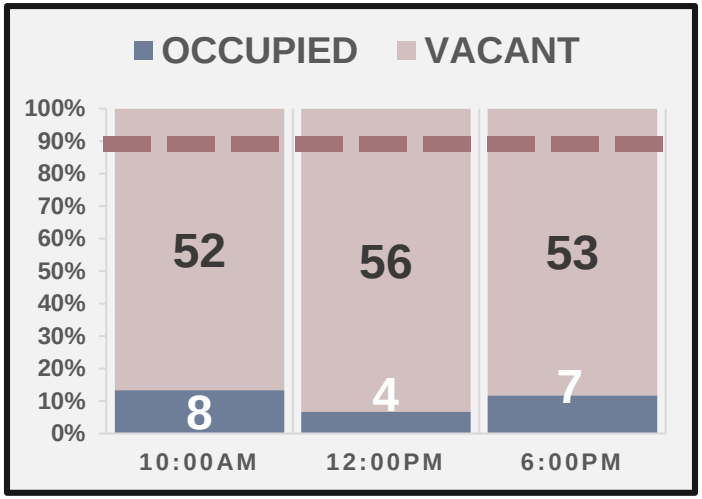
# PARKING UTILIZATION FINDINGS: WEEKEND

## ALL

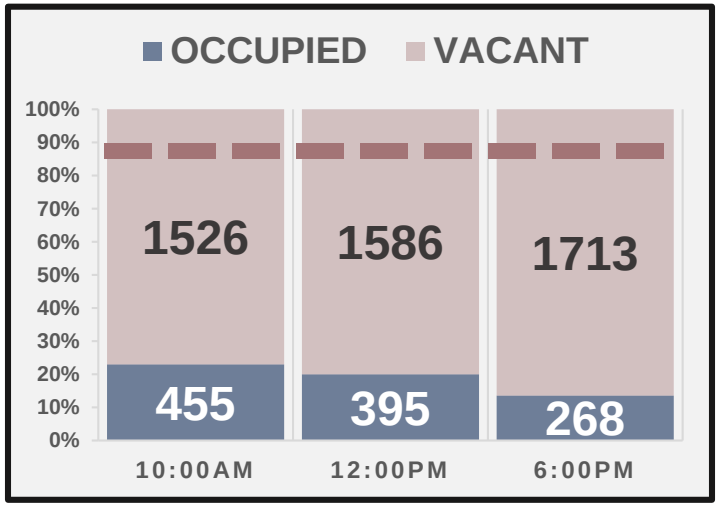



- Highest utilization levels seen at 10am
- However, all parking is heavily underutilized throughout the day, even at peak evening hours
- On-and off-street utilization increases to 60-100% in Downtown Core (along Main Street between Chase Terrace and Grafton Street) during dinner hours (6:00pm)

## ON-STREET




## OFF-STREET

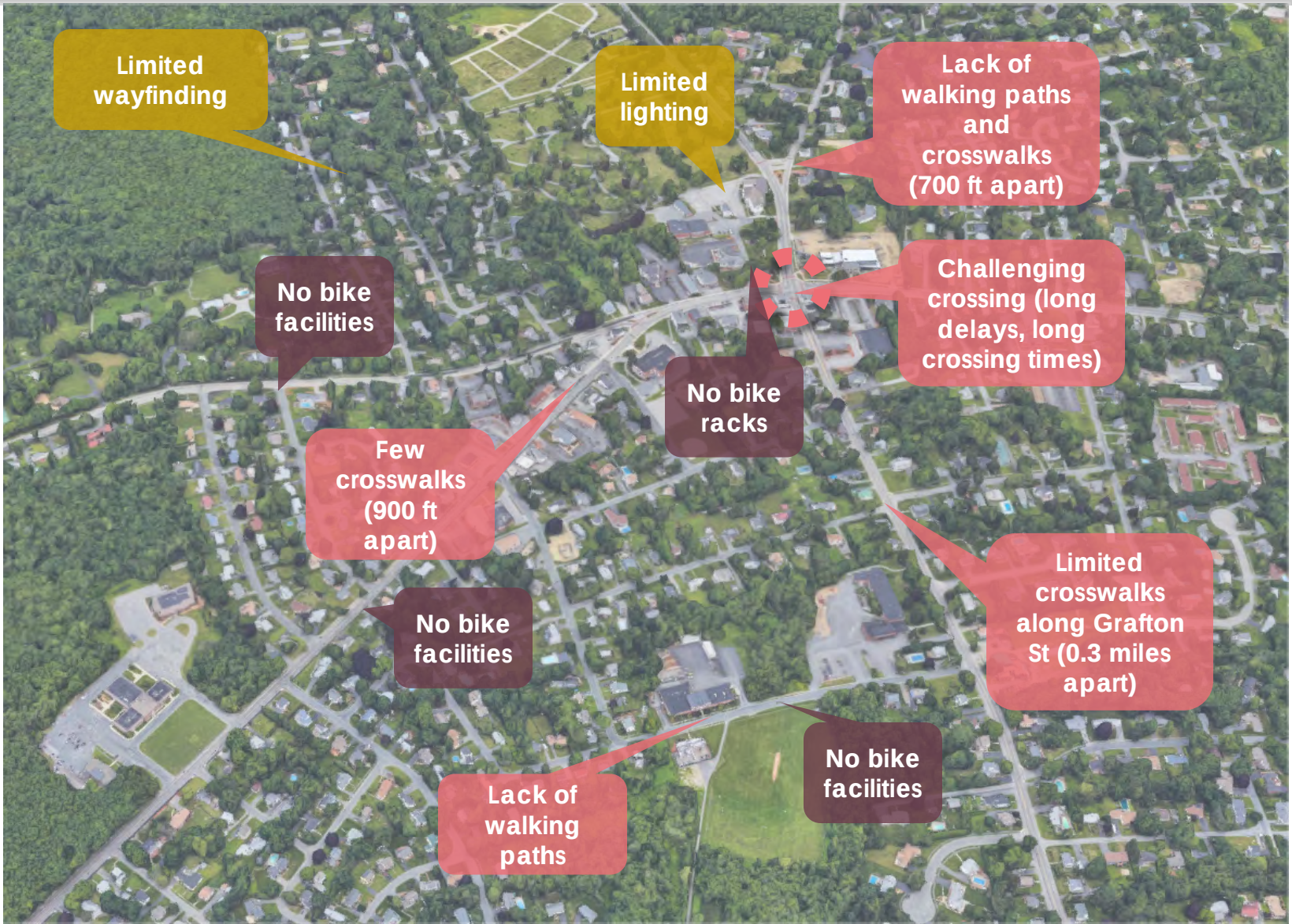


# PARKING INVENTORY & UTILIZATION FINDINGS

- Majority of parking (70%) is unregulated and underutilized
- Utilization increases in restaurant zone in evening on weekend
- Informal parking spaces along Town Hall utilized throughout day
- Peak events like sporting events increase utilization in recreation zones
- Library lot utilization increases on weekday mornings (80-90%) and evenings (60-80%)
- Many parking facilities never utilized more than 50%, including several larger surface parking lots near downtown core

# MULTIMODAL CONDITIONS

# MULTIMODAL CONDITIONS



# PUBLIC OUTREACH

# PUBLIC OUTREACH PROCESS

## Stakeholder Meetings, June 27th, 2018

- Interact with key stakeholders (local merchants, business owners, town)

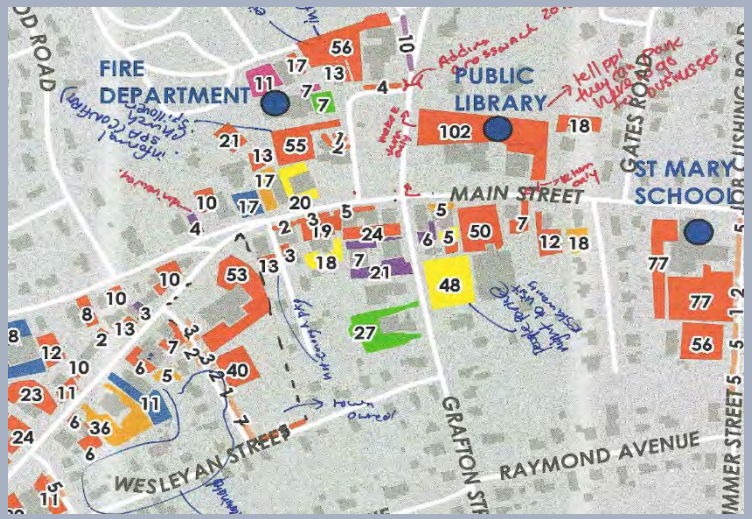
## Public Open House, June 27th, 2018

- Vote on parking priorities
- Map comments on issues and opportunities

## Draft Recommendations

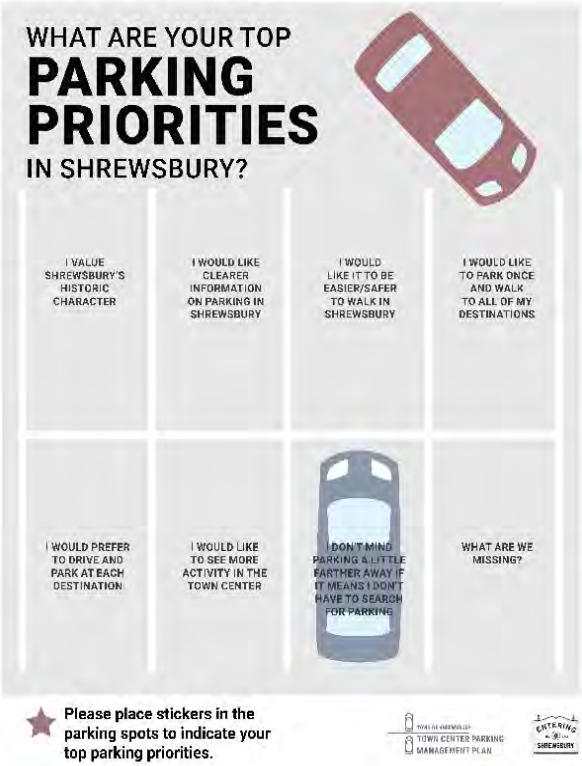
- Review utilization data
- Present draft parking improvement strategies

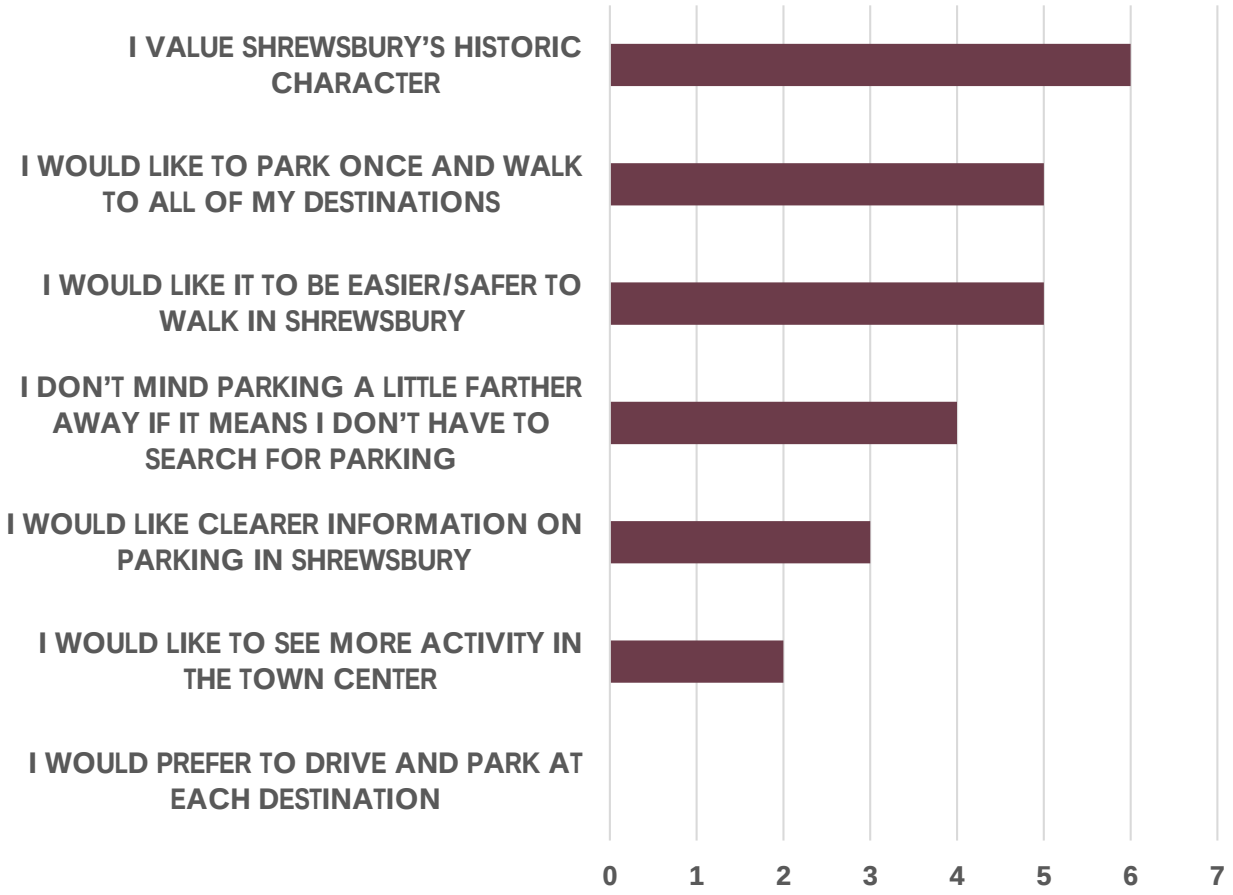
# PUBLIC OUTREACH PROCESS



# PUBLIC PARKING COMMENTS SUMMARY

## WHAT ARE YOUR PARKING PRIORITIES?



# PUBLIC PROCESS | SUMMARY OF PUBLIC COMMENTS

**INFORMAL PARKING LOTS**

- Town Center visitors use many lots for informal restaurant parking (On- and off-street)

**PUBLIC LIBARAY PARKING LOT**

- Receives spillover from business & restaurant patrons

**SHARED PARKING AGREEMENTS**

- Informal shared parking agreements between lot owners (especially during Town events with peak pedestrian & vehicular activity)

**PARKING ACCESS**

- Limited on-street parking is blocked during loading hours
- Snow removal not properly monitored

**SIGNAGE**

- Need more signage in parking lots
- Must move towards more progressive parking approaches (prioritizing wayfinding and multimodal improvements)

**INTERSECTION ISSUES**

- Varied road ownership prevents intersection & roadway improvements
- Constricted by state roadway laws
- Lack of crosswalks

**PEDESTRIAN SAFETY**

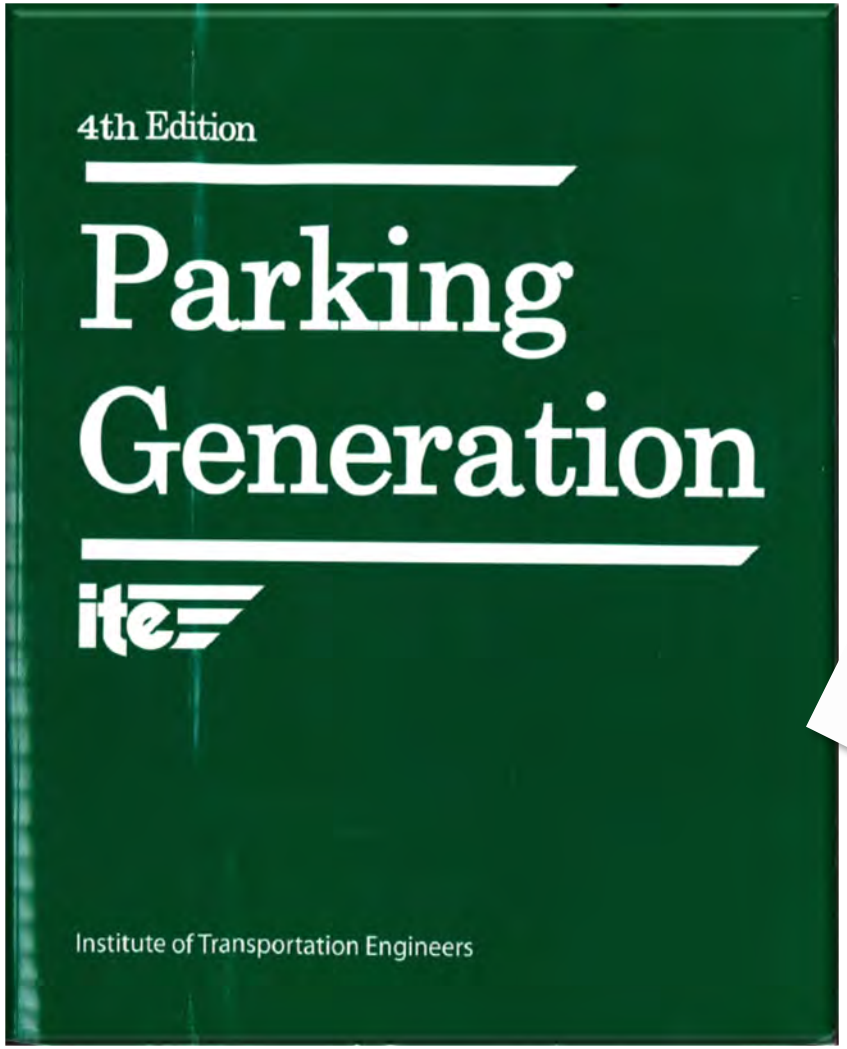
- Limited lighting and designated walkways in various lots
- Heavy, fast traffic in areas with weak pedestrian accommodations
- Poor curb cuts negatively affect walking conditions
- Various “abandoned cars” in parking lots

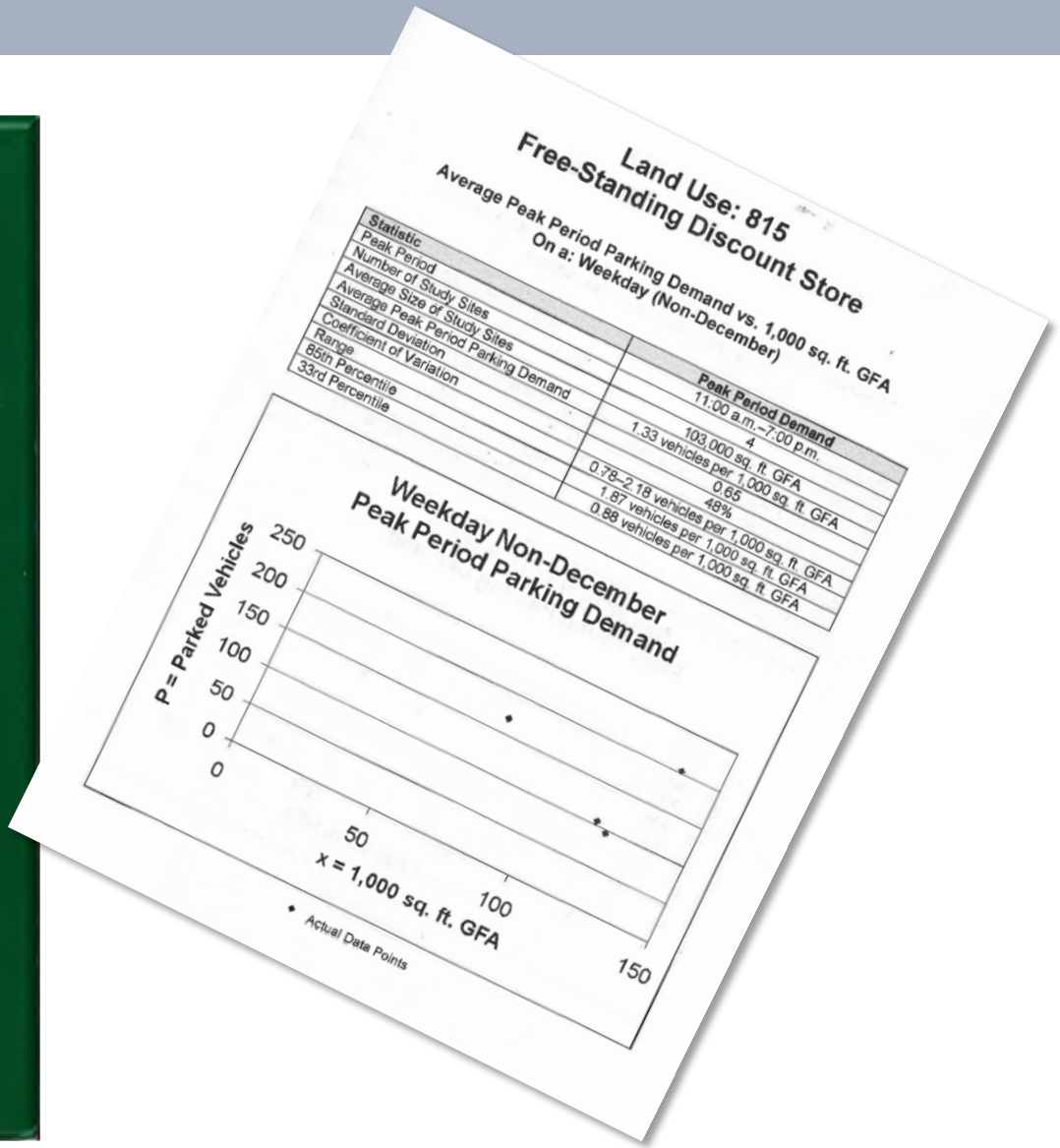
**ECONOMIC GROWTH**

- Parking is an impediment to growth
- Change parking zoning bylaws
- Need to make the Town Center “more friendly”

# ZONING REVIEW

# UNDERSTANDING ZONING STANDARDS



## Land Use: 815
## Free-Standing Discount Store

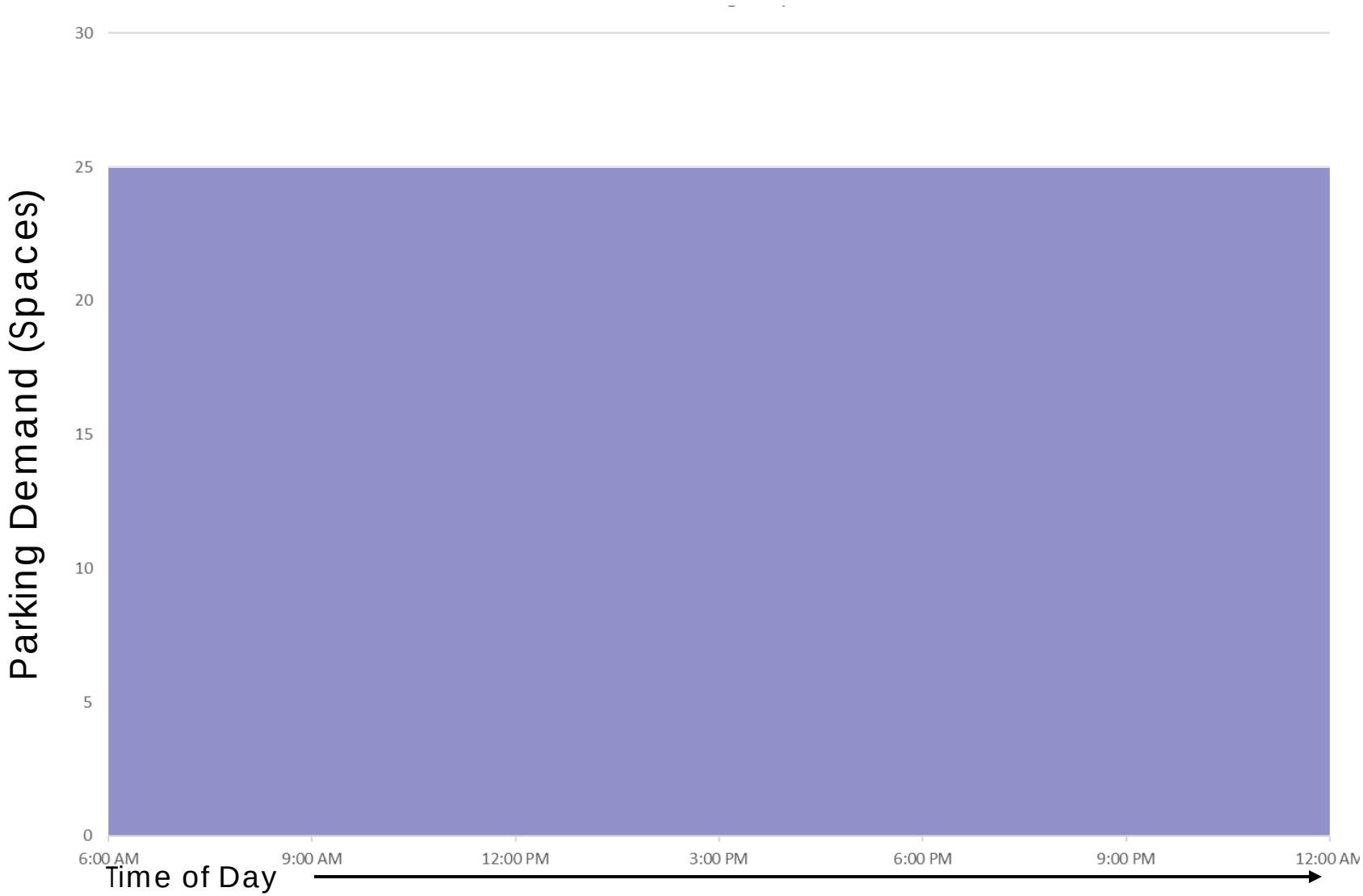
Average Peak Period Parking Demand vs. 1,000 sq. ft. GFA
On a: Weekday (Non-December)

| Statistic | Peak Period Demand |
|---|---|
| Peak Period | 11:00 a.m.–7:00 p.m. |
| Number of Study Sites | 4 |
| Average Size of Study Sites | 103,000 sq. ft. GFA |
| Average Peak Period Parking Demand | 1.33 vehicles per 1,000 sq. ft. GFA |
| Standard Deviation | 0.65 |
| Coefficient of Variation | 48% |
| Range | 0.78–2.18 vehicles per 1,000 sq. ft. GFA |
| 85th Percentile | 1.87 vehicles per 1,000 sq. ft. GFA |
| 33rd Percentile | 0.88 vehicles per 1,000 sq. ft. GFA |

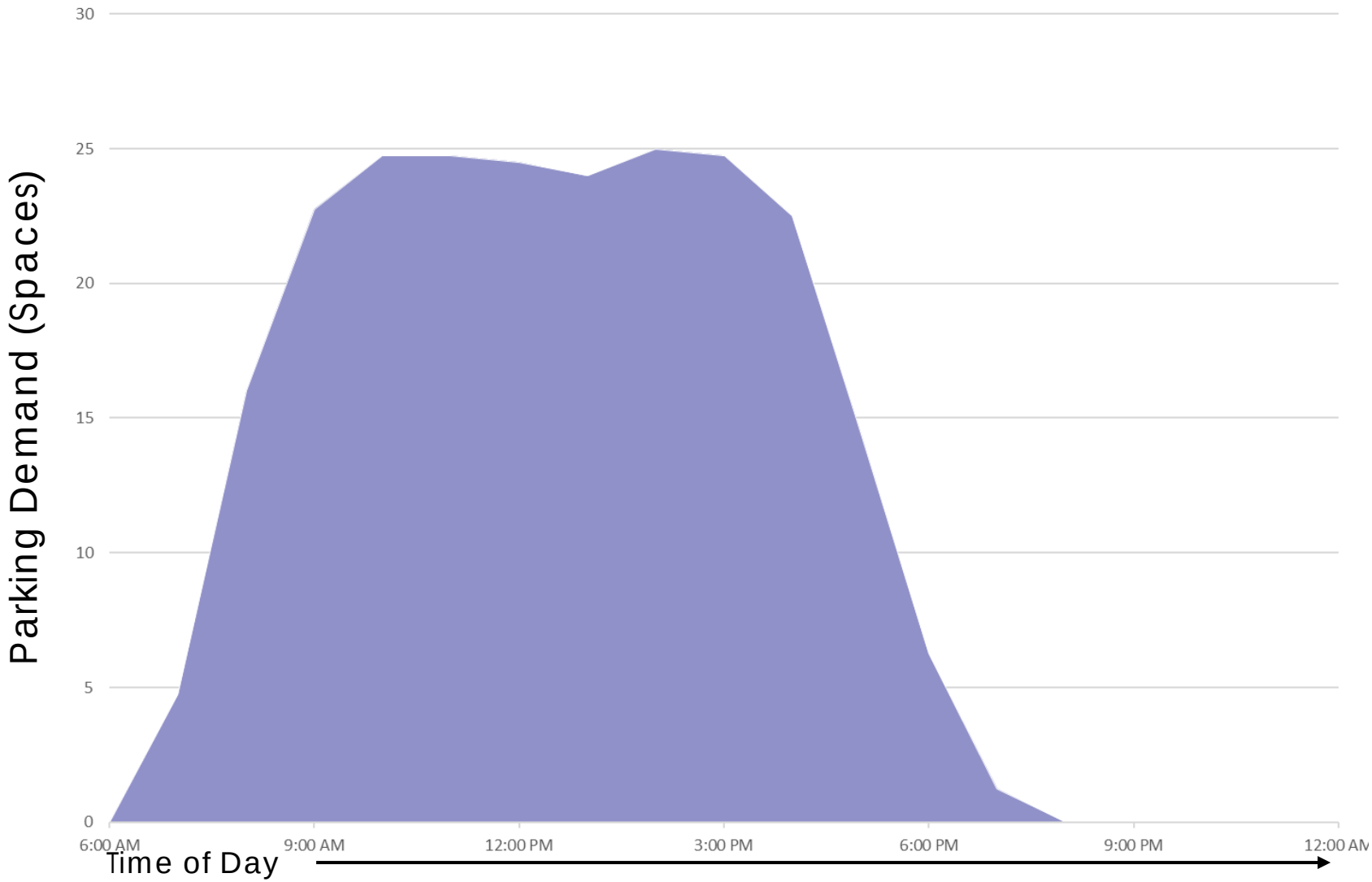
# PARKING REQUIREMENTS IN SHREWSBURY ARE HIGH

| Use | Shrewsbury Req (per 1,000 sf unless otherwise noted) | National Stds (per 1,000 sf unless otherwise noted) | Above/Below |
|---|---|---|---|
| Apartments | 1.5 (unit) | 1.2 (unit) | Above |
| Medical Office | 5 | 3.2 | Above |
| Retail | 4 - 4.2 | 2.55 | Above |
| Restaurant | 0.63 (seat) | 0.35 (seat) | Above |
| Office | 2.5 + visitor spaces | 2.47 | Similar |

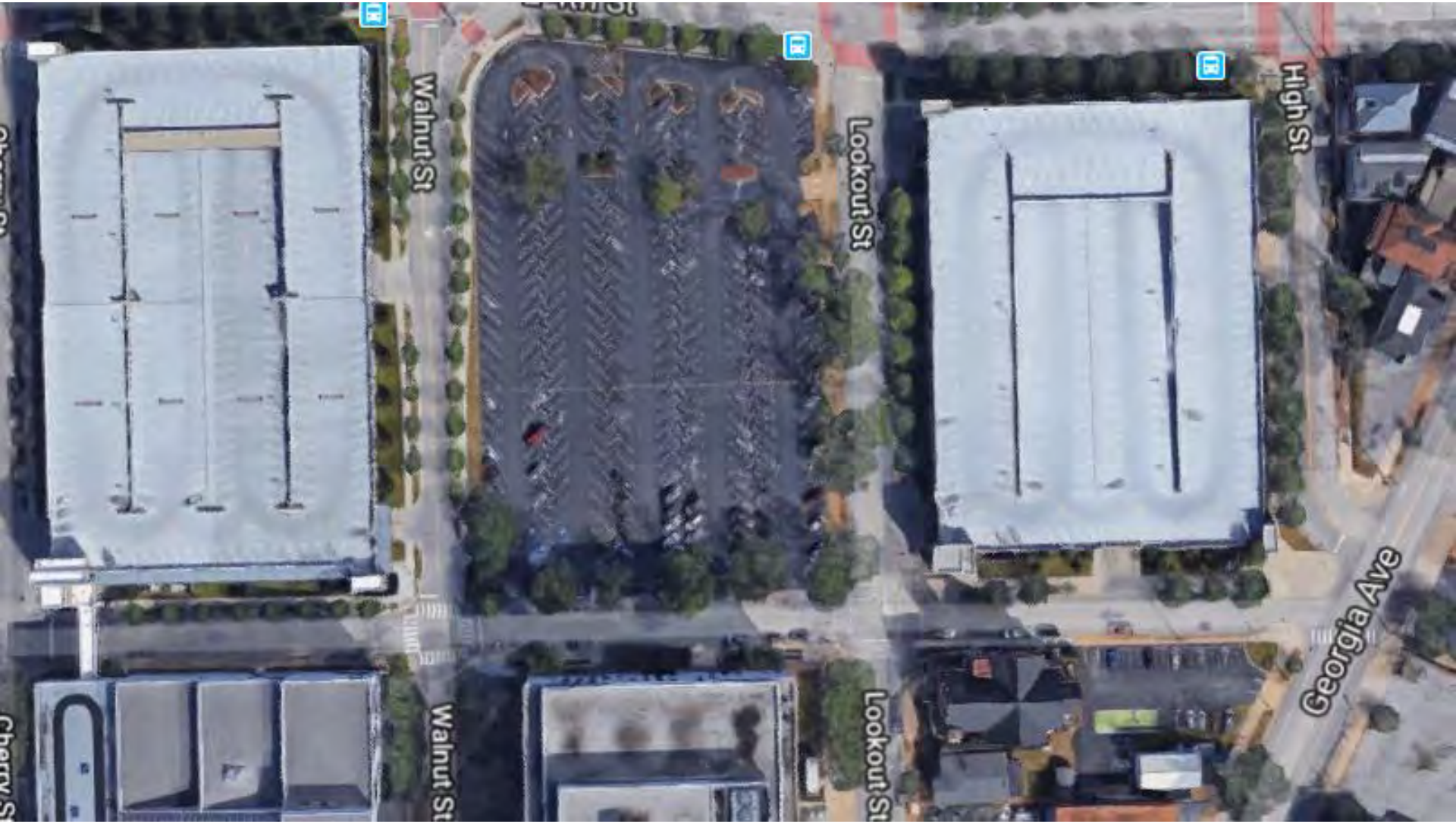
# TYPICAL PARKING DEMAND ANALYSIS: OFFICE USE



# REAL DEMAND PROFILE: OFFICE USE



# REALITY: 6:00 PM AT THE OFFICE



# TYPICAL PARKING DEMAND ANALYSIS : MULTIPLE USES

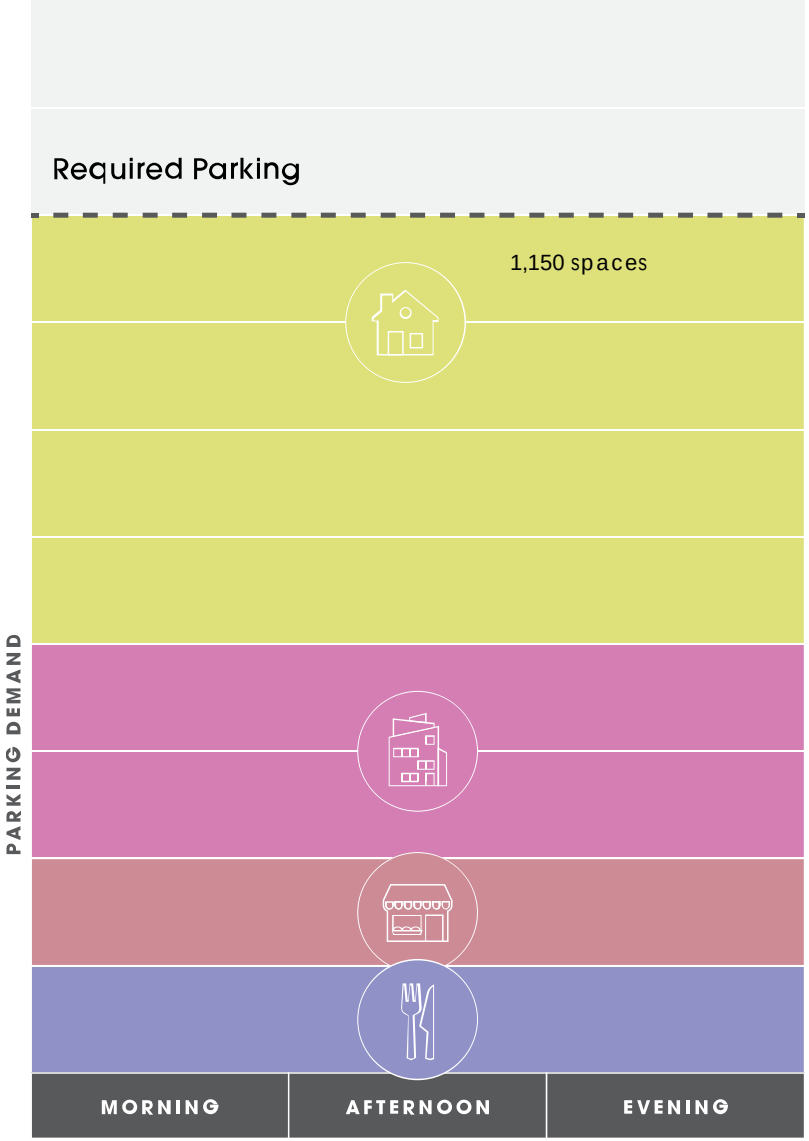
60,000 sf retail

+

10,000 sf office

+

700 residential units



# REALITY: STAGGERED DEMAND PEAKS / SHARED PARKING

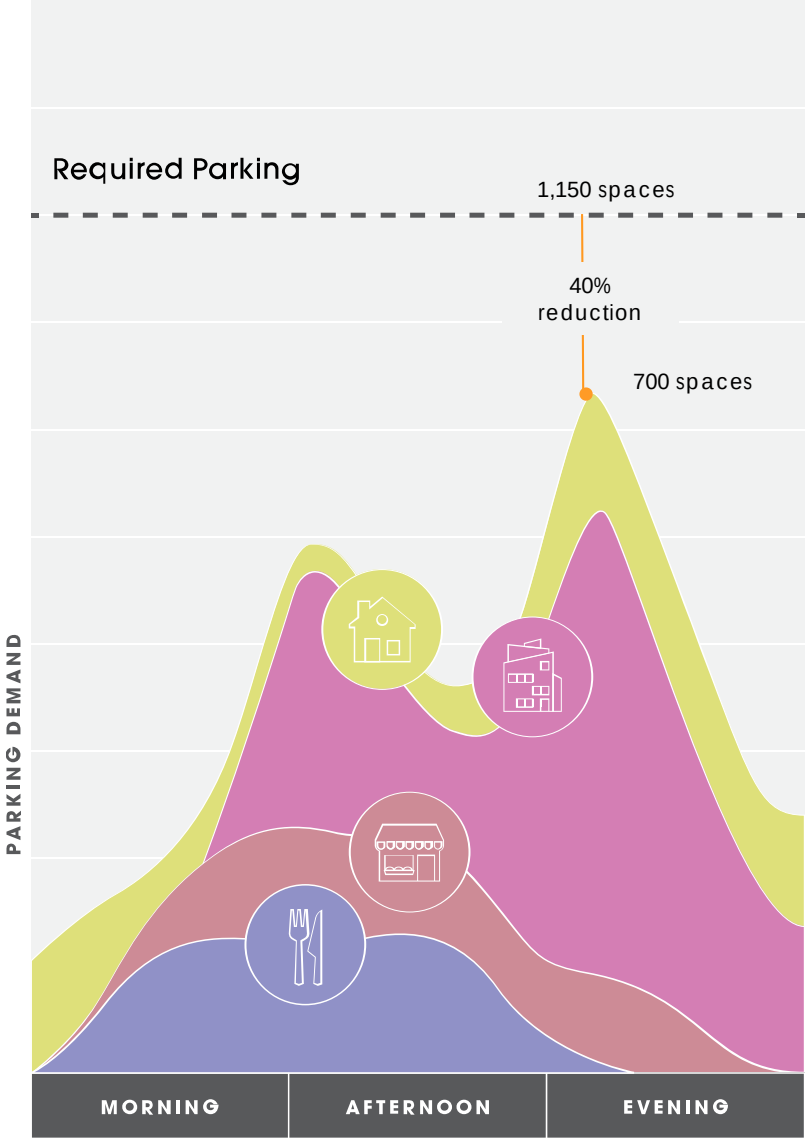
60,000 sf retail

+

10,000 sf office

+

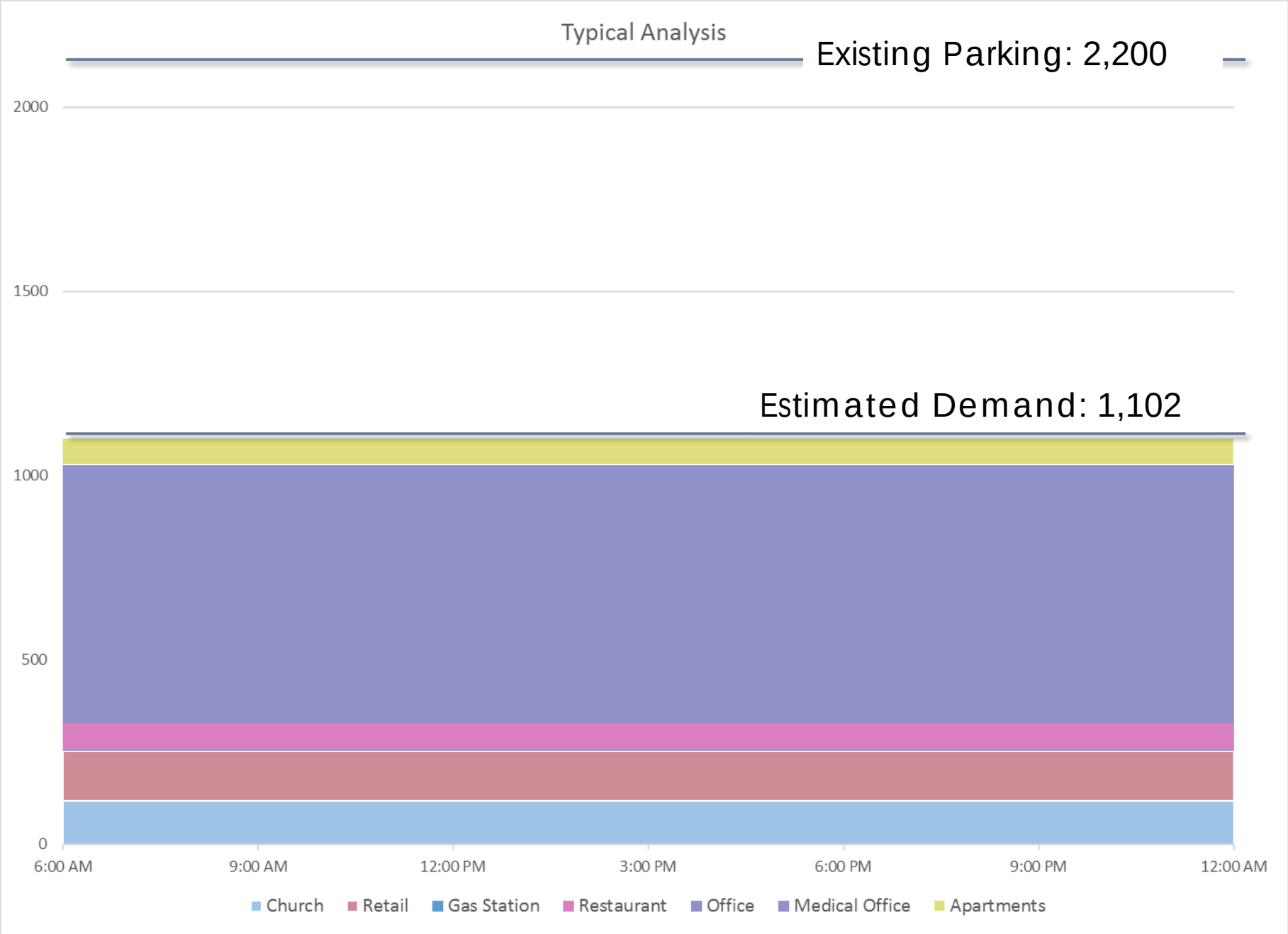
700 residential units

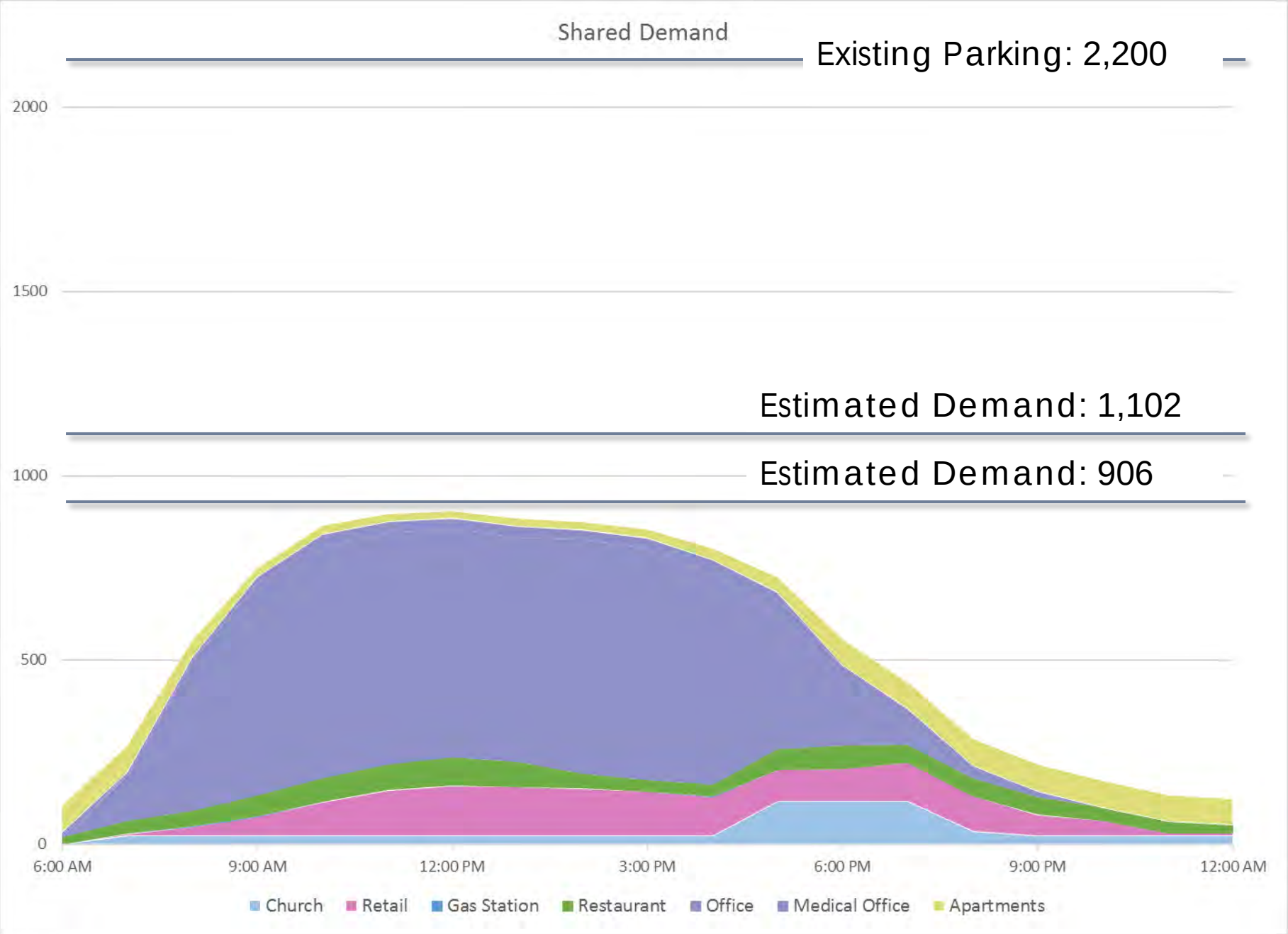


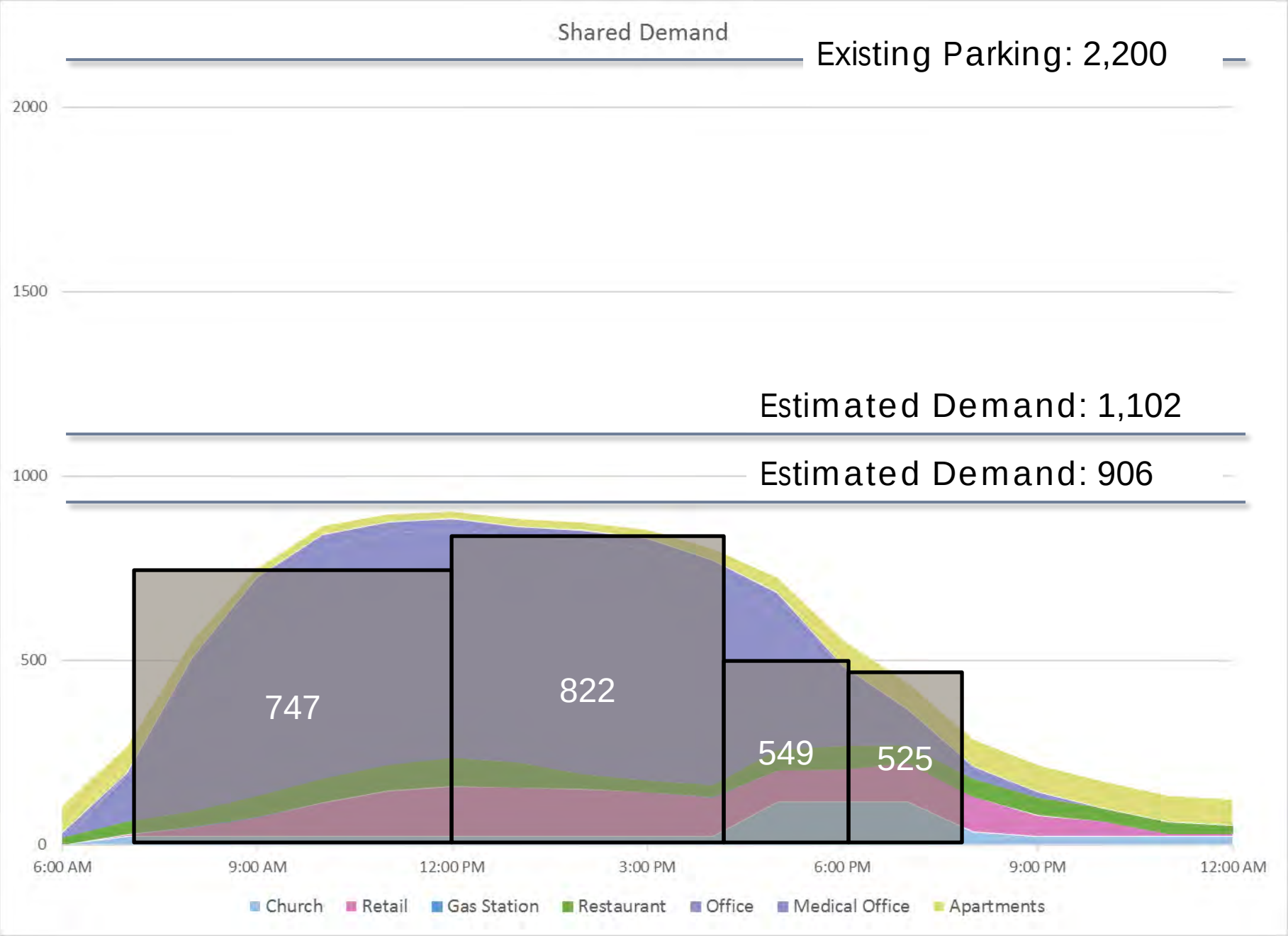
# LAND USES IN SHREWSBURY STUDY AREA

| Use | Est. Size* |
|---|---|
| Apartments | 60 |
| Church | 100,000 sq feet |
| Gas Station | 14 pumps |
| Medical Office | 20,500 sq feet |
| Office | 320,500 sq feet |
| Restaurant | 7,000 sq feet |
| Retail | 66,700 sq feet |

**model assumes 20% vacancy rate for office and retail*


Typical Analysis
Existing Parking: 2,200
Estimated Demand: 1,102
2000
1500
1000
500
0
6:00 AM
9:00 AM
12:00 PM
3:00 PM
6:00 PM
9:00 PM
12:00 AM
Church
Retail
Gas Station
Restaurant
Office
Medical Office
Apartments


Shared Demand
Existing Parking: 2,200
2000
1500
Estimated Demand: 1,102
1000
Estimated Demand: 906
500
0
6:00 AM
9:00 AM
12:00 PM
3:00 PM
6:00 PM
9:00 PM
12:00 AM
Church
Retail
Gas Station
Restaurant
Office
Medical Office
Apartments


Shared Demand
Existing Parking: 2,200
2000
1500
Estimated Demand: 1,102
1000
Estimated Demand: 906
500
0
747
822
549
525
6:00 AM
9:00 AM
12:00 PM
3:00 PM
6:00 PM
9:00 PM
12:00 AM
Church
Retail
Gas Station
Restaurant
Office
Medical Office
Apartments

# SHREWSBURY ZONING CODE REVIEW (section VII D)

- Shrewsbury's parking requirements are above national standards, despite lower observed demand
- No reductions are available as-of-right, including shared parking
- Planning board may authorize a decrease of up to 25% - with a contingency to require their construction within a year
- For dwelling units, parking must be on side, under, or at rear of building
- Spaces must be on the same lot as the use or on contiguous lots for multiple uses
  - Planning board may authorize parking within 200 ft "off-site"

# SHREWSBURY ZONING CODE REVIEW (section VII D)

- Lakeway Overlay District (on Route 9) has some more multimodal requirements:
  - Visible bicycle parking
  - No parking lots in front
  - In-lieu fees
  - Potential for parking reductions

# KEY FINDINGS: LAND USE ANALYSIS

- Parking is shared between uses
- Parking demand is lower than suburban, single-use areas
- Peak utilization occurs at lunchtime
- Demand mostly driven by “office”-style uses
- Ample parking capacity exists and could support additional uses

- Zoning requirements are high for a walkable downtown
  - Requirements may limit development
- Limited mechanisms exist for flexing parking requirements

# RECOMMENDATIONS

# Study Goals

- Document existing parking supply and daily demand
- Improve parking system for residents, employees, customers, and visitors
- Identify and recommend parking supply efficiencies/opportunities to open up/add parking in areas of higher demand
- Develop flexible parking standards to support downtown development
- Develop coordination between local businesses

# RECOMMENDATIONS

1. Formalize Shared Parking Agreements
   1. Create shared parking pilot program with businesses & organizations
   2. Keep necessary materials on file
   3. Use traffic calming measures to prevent cut-through traffic in public library lot
2. Create a “Park Once” Environment
   1. Prioritize pedestrian accommodation improvements along key streets
   2. Improve the Maple Ave and Main St intersection by:
   3. Create a crosswalk on Maple Ave at Town Hall
3. Wayfinding & Signage
   1. Integrate parking locations with key Town Center destinations
   2. Improve off-street parking signage to avoid parking regulation
   3. Add on-street parking signage
4. Event Management Plan
5. Adjust Zoning to Encourage Flexible Development
6. Pursue Consolidation of Parking Supply

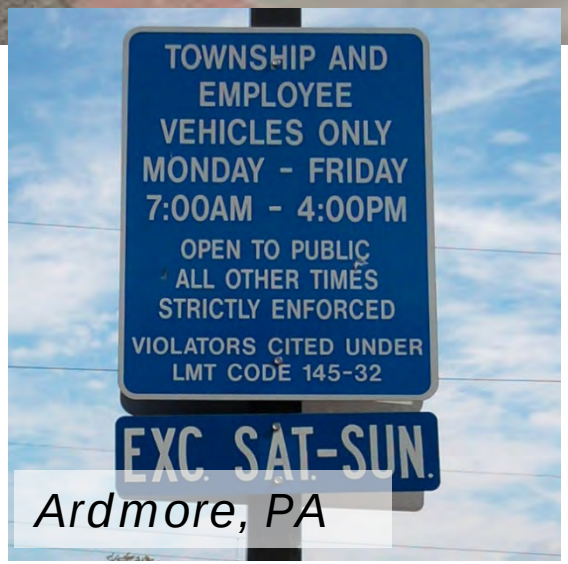
# 1. Formalize Shared Parking Agreements

- 10 minute pedestrian access to approximately 700 spaces

# 1. Formalize Shared Parking Agreements

- Pro-actively pursue shared parking agreements
  - Open to public
  - Open to public at certain times
  - Facilitate agreements between existing/new businesses
- Pilot
  - Church
  - United Bank
  - UMass Memorial

*Lynn, MA*



*Ardmore, PA*

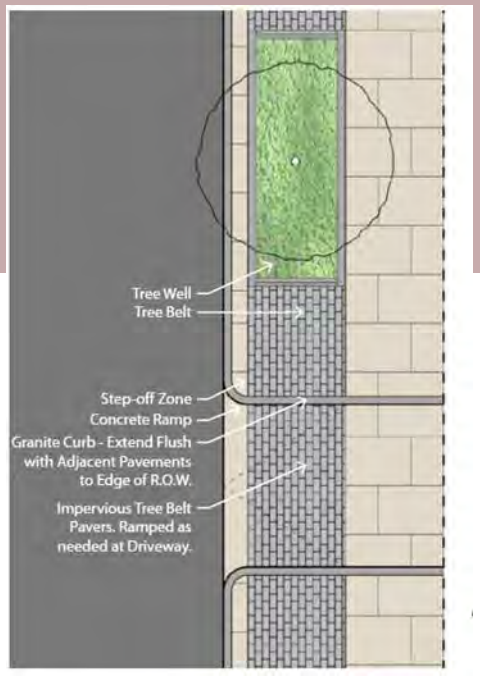
## 1. Formalize Shared Parking Agreements

- Keep shared parking agreements on file at Town

**Elements of Shared Parking Agreement:**

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

# 2. Create a “park once” environment




Short term

Longer term

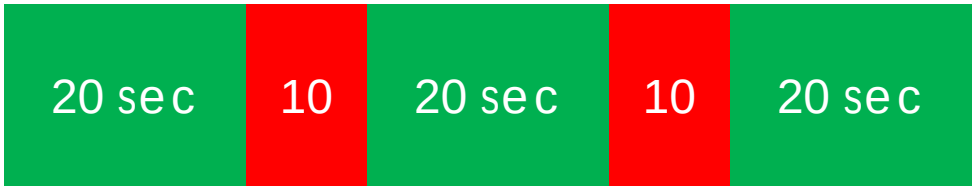
- Tackle curb cuts:
  - Use paint to delineate where sidewalk is across driveways
  - Use bollards, planters, etc. to slow drivers coming out of driveways
  - Require new garages etc. to use pedestrian warning signs/beacons
  - Raise crosswalks across driveways, use high-visibility materials, etc.
  - Close curb cuts, consolidate parking lots
- Future considerations: curb cuts
  - Allow 1 curb cut per parcel
  - Set minimum driveway spacing standards and allow cross-parcel access to provide access in lieu of a driveway
- Pursue additional crosswalks

# 2. Create a “park once” environment

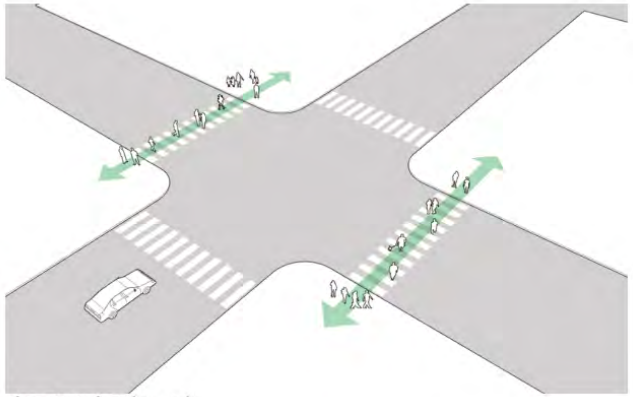
- Main/140 Intersection
  - Decrease signal times
  - Consider concurrent ped phase
  - Consider LPI

**Example: Shorter Signal Cycle Length Reduces Walk Delays**

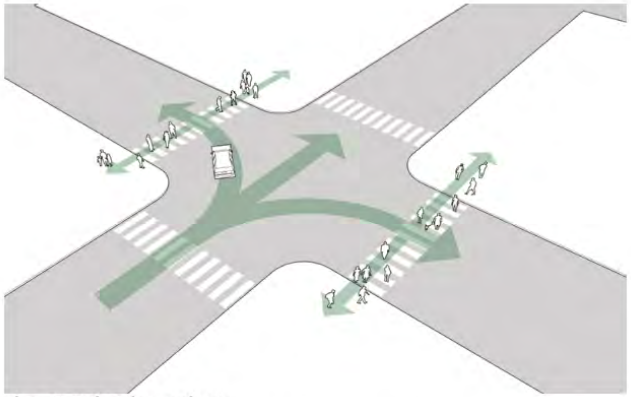
Longest ped delay: 60 seconds




Longest ped delay: 20 seconds



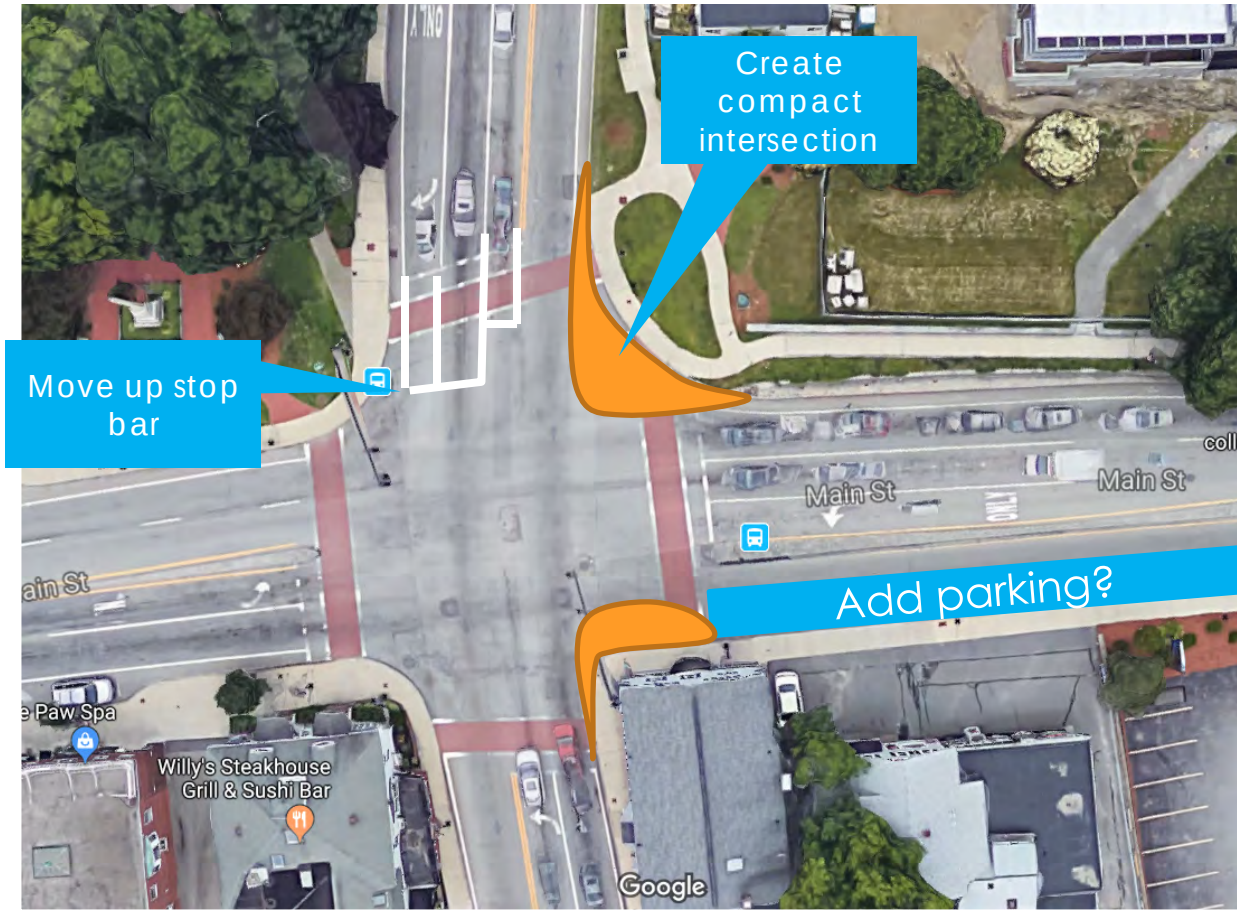
**Phase 1: Pedestrians only**
Pedestrians are given a minimum 3–7 second head start entering the intersection.



**Phase 2: Pedestrians and cars**
Through and turning traffic are given the green light. Turning traffic yields to pedestrians already in the crosswalk.

# 2. Create a “park once” environment

- Main/140 Intersection
  - Create compact intersection
  - Consider using parking as traffic calming
  - Move bus stops far-side or potentially one block away
- Use traffic calming to prevent cut-throughs at Library Lot
  - Planters, bollards, speed tables etc.

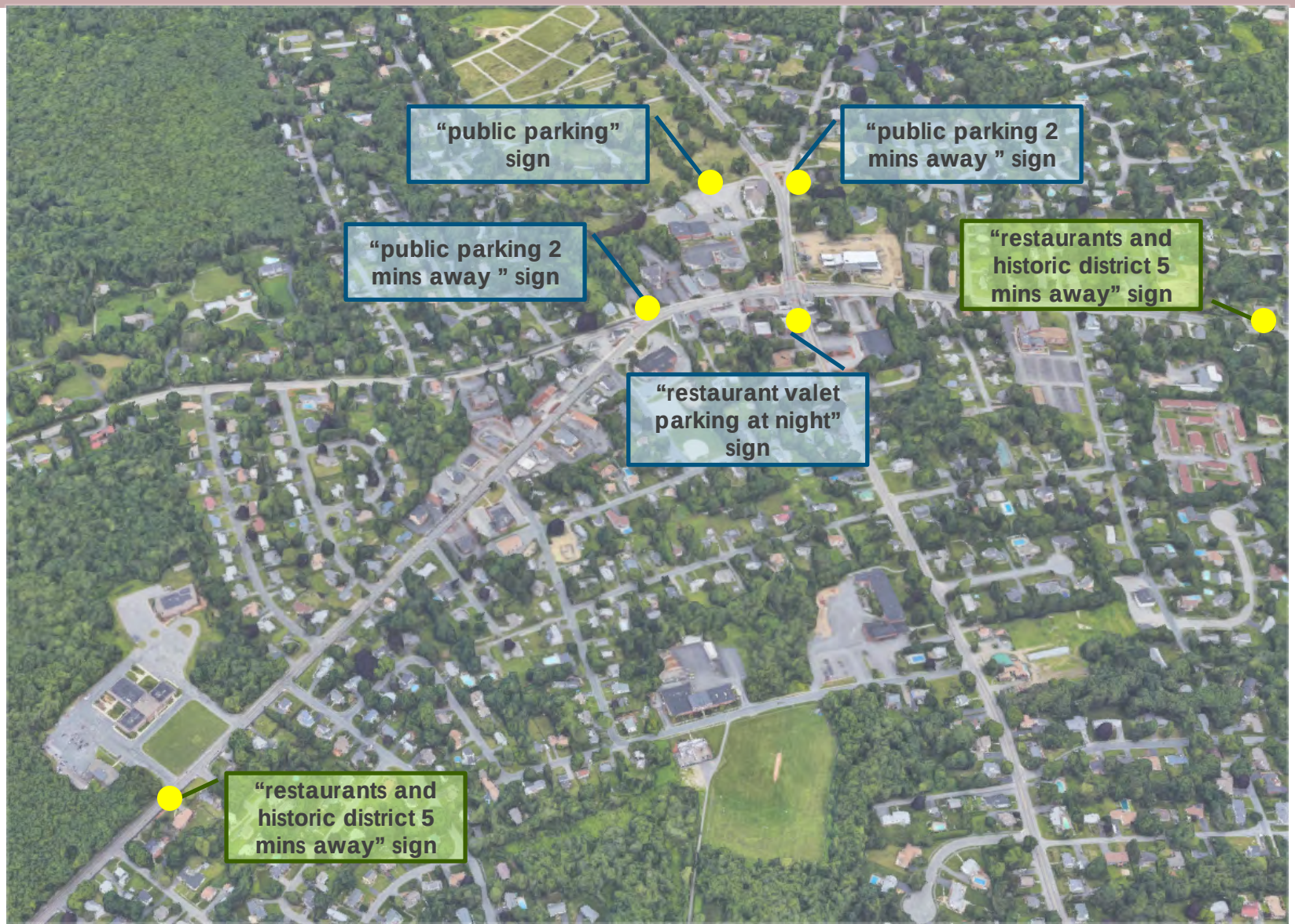


# 2. Create a “park once” environment

# 3. Wayfinding and Signage

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

# 3. Wayfinding and Signage

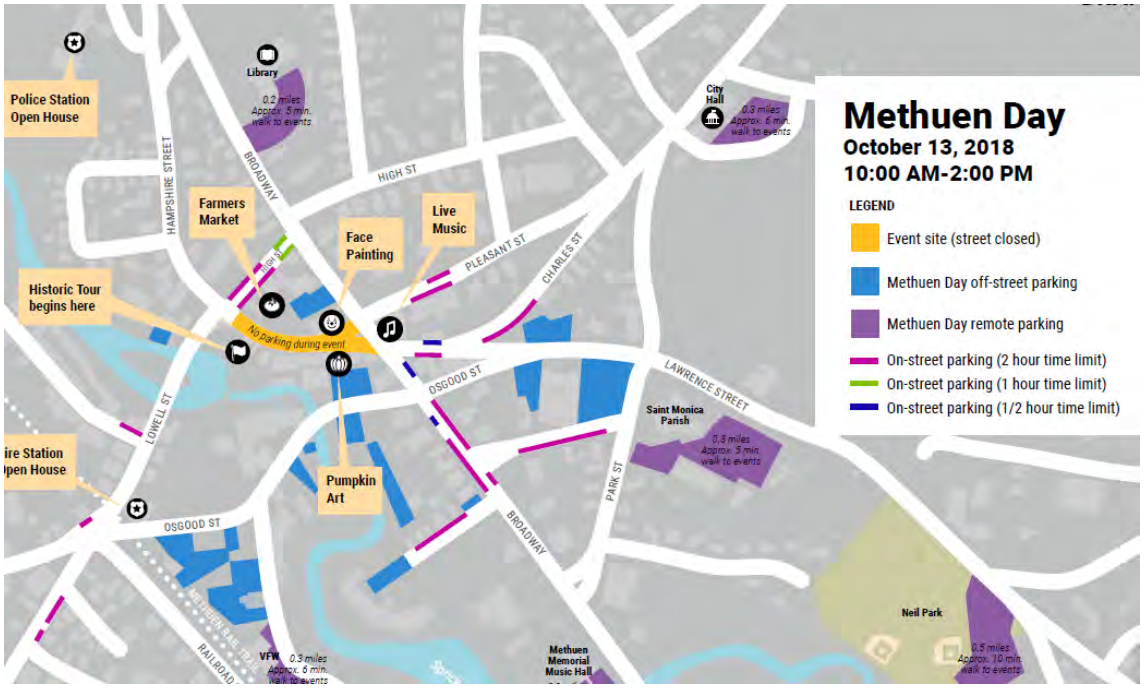


# 3. Wayfinding and Signage

- Formalize signage on shared parking lots

# 4. Event Management Plan

- Use parking data to plan for events
  - One-time shared parking agreements
- Create a customer-friendly map
- Make and keep portable signage at Town
  - "Parking →" and "Lot Full"



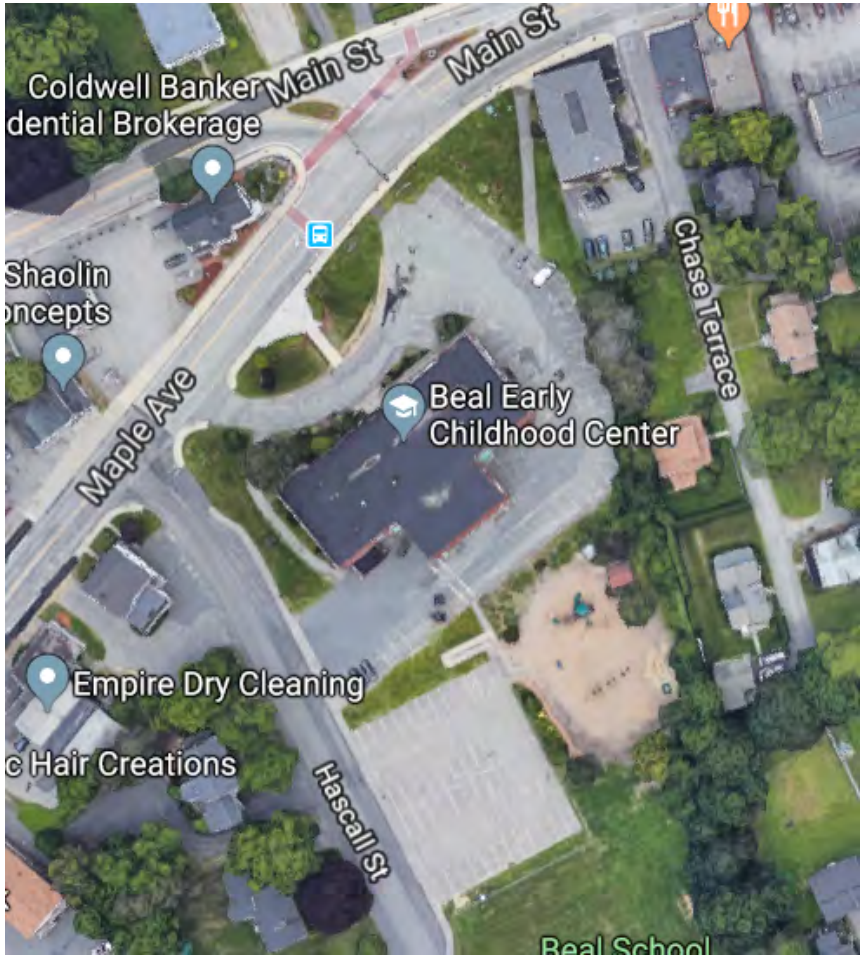

Events in Shrewsbury:
- Spirit of Shrewsbury
- St Mary festival
- Library festival
- Historical society events
- Memorial Day

# 5. Adjust Zoning to Encourage Flexible Development

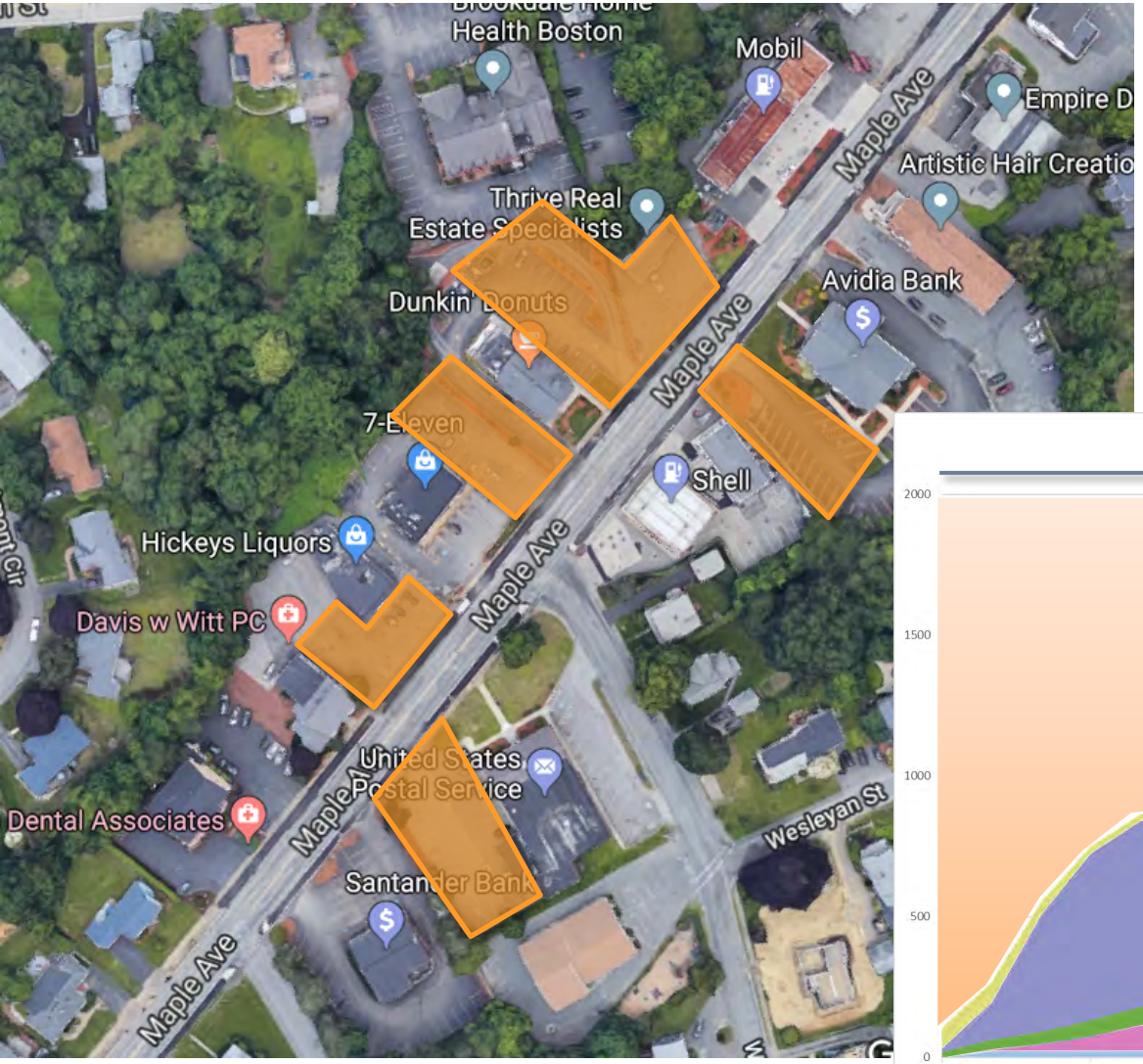
- Implement policies that allow flexibility in downtown area
- Allow shared parking
  - By special permit (?) or by agreement
- Limit parking required for small, infill developments
  - Establish/add to in-lieu fund
  - Allow owners to share existing parking
  - Don't require parking below a certain size
- Reconsider parking minimums
- Include multimodal standards
  - Bicycle parking
  - Curb cut consolidation & driveway treatments

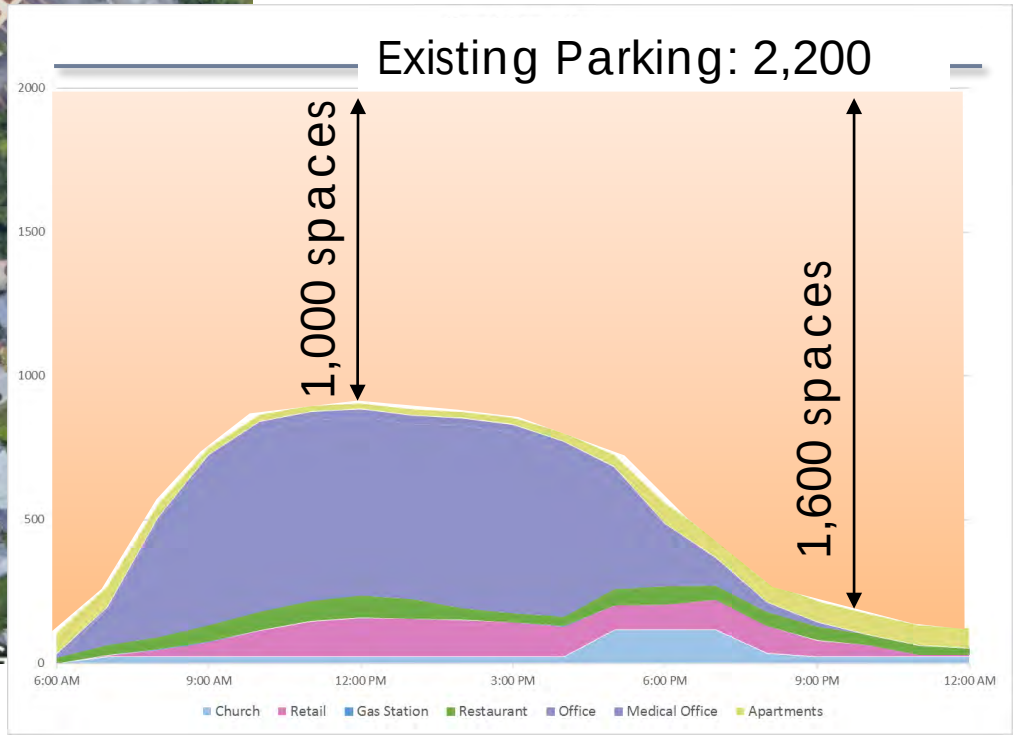
# 6. Pursue Consolidated Parking Supply

- Use as public parking to encourage infill development elsewhere
  - Existing underutilized lots
  - Maintain public access
  - "Maple Avenue Commercial District Parking" etc.
  - Carefully consider pedestrian connections
    - Chase Terrace
    - Along Main/Maple Strs
    - Hascall St crossing
- Long-term – mixed-use development w/public parking supply (potential for Public-Private Partnership)



# 6. Pursue Consolidated Parking Supply



# THANK YOU!

October 3, 2018

# APPENDIX E | Sample Shared Parking Agreements

# Sample Shared Parking Agreements

**Model - Shared Use Agreement for Parking Facilities**

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

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

**The parties agree:**

1. USE OF FACILITIES
This section should describe the nature of the shared use (exclusive, joint sections, time(s) and day(s) of week of usage.
***-SAMPLE CLAUSE-****[Lessee shall have exclusive use of the facilities. The use shall only be between the hours of 5:30 PM Friday through 5:30 AM Monday and between the hours of 5:30 PM and 5:30 AM Monday through Thursday.]*

2. MAINTENANCE
This section should describe responsibility for aspects of maintenance of the facilities. This could include cleaning, striping, seal coating, asphalt repair and more.
***-SAMPLE CLAUSE-****[Lessor shall provide, as reasonably necessary asphalt repair work. Lessee and Lessor agree to share striping, seal coating and lot sweeping at a 50%/50% split based upon mutually accepted maintenance contracts with outside vendors. Lessor shall maintain lot and landscaping at or above the current condition, at no additional cost to the lessee.]*

3. UTILITIES and TAXES
This section should describe responsibility for utilities and taxes. This could include electrical, water, sewage, and more.
***-SAMPLE CLAUSE-****[Lessor shall pay all taxes and utilities associated with the facilities, including maintenance of existing facility lighting as directed by standard safety practices.]*

4. SIGNAGE
This section should describe signage allowances and restrictions.
***-SAMPLE CLAUSE-***
*[Lessee may provide signage, meeting with the written approval of lessor, designating usage allowances.]*

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

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

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

8. INDEMNIFICATION
This section should describe indemnification as applicable and negotiated. This is a very technical section and legal counsel should be consulted for appropriate language to each and every agreement.
***-NO SAMPLE CLAUSE PROVIDED-***

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

10. SUPPLEMENTAL COVENANTS
This section should contain any additional covenants, rights, responsibilities and/or agreements.
***-NO SAMPLE CLAUSE PROVIDED-***

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

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

# LICENSE AGREEMENT

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

## RECITALS:

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

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

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

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

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

2. Licensee, its agents, contractors, employees and invitees, shall have the right of ingress and egress over, across and upon the Licensed Area as necessary for the uses permitted hereby.

3. This License shall commence upon the issuance of all approvals and permits from the Town of Lexington or any other entity required by law for the

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

4. Licensee agrees, beginning on the Construction Completion Date of this License, to pay Licensor an annual rental equal to Nine Thousand Six Hundred Dollars ($9,600.00) per year, payable to Licensee in monthly installments of Eight Hundred Dollars ($800.00). After year three, and every year thereafter, the annual fee of this License shall be increased by three (3%) percent over the previous year's rent until the termination or expiration date of this License.

5. After the expiration of the Initial Term, Licensor and Licensee shall each have the right to terminate this License at any time, for any or no stated reason, by written notice to the other party. The effective date of such termination shall be one (1) year from the date of the notice of termination, regardless of any then effective renewal term. Notwithstanding any other provision of this License, the parties intend that this Agreement constitute a terminable license, and no interest in real property is created hereby. The Licensor does not hereby dedicate the Property or the Licensed Area to public use.

6. Prior to any installation, preparation, or construction by Licensee of the Licensed Area to accommodate said municipal parking lot, Licensee shall submit plans to Licensor for approval detailing all work to be performed at the Licensed Area. Such approval shall not be unreasonably withheld or delayed. Once approved by Licensor, any such plans will be incorporated as Exhibit B to this Agreement. Licensee agrees to follow any guidelines reasonably set forth by the Licensor, and Licensee shall coordinate any initial construction work in the Licensed Area with the Licensor. Licensee further agrees to reimburse Licensor for all costs associated with any construction activities (including but not limited to Licensor's supervision of said construction activities).

7. It is agreed that Licensee shall not erect or permit any structures or improvements upon, and that Licensee shall make or permit no uses of the Licensed Area, other than those improvements and uses expressly permitted in this License.

8. During the term of this Agreement, Licensee shall maintain the Licensed Area in good order and condition in all respects, free from snow, ice, trash and debris or other nuisance. Prior to the effective date of the termination of this Agreement, Licensee shall remove its personal property and, if necessary, restore the Licensed Area to the same condition as it was in (other than changes made by the

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

9. By granting this License, Licensor does not represent or warrant that the Licensed Area is appropriate, safe or suitable for the proposed use, or that it may be used for the purposes specified herein under applicable zoning, environmental or other laws or regulations, nor does Licensor undertake to make the Licensed Area appropriate, safe or suitable for such use, or to obtain any permits, licenses or approvals of any governmental authority which may be required to permit such use. Licensee shall obtain any and all necessary governmental permits, licenses and approvals at its sole cost and expense prior to the commencement of any use of the Licensed Area and Licensor shall cooperate in any efforts by Licensee to obtain any such permits so long as there is no cost or expense for Licensor that is not paid by Licensee. Licensee shall notify Licensor of its intentions to obtain said permits, licenses and approvals and shall provide copies of the same once received.

10. In exercising its rights under this License, Licensee shall at all times and in all respects comply with all applicable laws, ordinances, rules and regulations of all governmental authorities having jurisdiction and shall comply with all licenses and permits or other approvals issued to it by a governmental authority.

11. Licensee hereby represents and warrants, and it is hereby made a condition of this License, that the use of the Licensed Area by Licensee shall not result in the release of any oil or hazardous materials (other than non-reportable quantities associated with typical leaks from automobiles and construction equipment in the ordinary course of operation), as those terms are defined in the Massachusetts Contingency Plan, 310 CMR 40.000, et seq. In the event of any breach of the foregoing warranty and condition by Licensee, Licensor shall, in addition to the right to terminate this License and seek damages, have the benefit of the indemnity provision set forth in Section 12, and injunctive relief.

12. Licensee acknowledges that the Licensed Area is situated in close proximity to an operating electrical substation, which carries inherent risks associated with high voltage operations. Accordingly, to the greatest extent permitted by law, the Licensee, for itself and its agents, contractors, employees, and invitees, hereby releases and shall indemnify, defend and save harmless the Licensor, its officers, agents and employees from and against all demands, claims, actions, damages, costs, expenses, losses or liability whatsoever in any manner resulting from or arising out of the actions of any person with respect to the Licensed Area or the use thereof, or in any manner resulting from or arising out of the use of the Licensed Area by any person, including, without limitation, any failure of any person to comply with any applicable laws or regulations, except to the extent that such liability results from the gross negligence or willful misconduct of the Licensor, its employees, agents or contractors. This provision shall survive the termination of this License.

13. Licensee shall procure and maintain at its expense, at all times during the term of this License Agreement, public liability insurance, including personal injury and property damage, in amounts of $4,000,000 combined single limit, against all claims and demands of any injury to person or property which may occur or

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

14. Licensee agrees that in the event a public health, safety or security emergency should arise as determined at the sole discretion of the Licensor, the Licensor, its officers, agents and employees, shall have the right to enter upon the Licensed Area, and undertake whatever action may be necessary, in the Licensor's discretion, to alleviate the emergency, including but not limited to requiring the temporary suspension of Licensee's use and occupancy of the Licensed Area. If in connection therewith Licensor requires the removal of any vehicles, Licensor shall notify Licensee thereof and effect such removal in a safe and reasonable manner. In the event the vehicles need to be removed at any time the Licensor shall contact the Town DPW Department at 1-781-862-0500 to effectuate said removal.

15. Notices, statements and other communications to be given under the terms of this License shall be in writing and delivered by hand against receipt, or sent by first class mail and addressed as follows:

**If to Licensor:**

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

**If to the Licensee:**

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

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

17. This License contains all the agreements of the parties with respect to the subject matter thereof and supersedes all prior agreements and dealings between them with respect to such subject matter.

18. Licensee acknowledges and agrees that the Licensor shall at all times have convenient and unimpeded access to its electrical substation or any other structures and equipment, which are now or may hereinafter be installed by Licensor within the Licensed Area.

19. Licensee acknowledges that the Licensor will not be providing, and is under no obligation to provide, any security or lighting for the Licensed Area.

20. In the event that the Licensor's Property or a material portion of the Property of which the Licensed Area are a part, shall be taken by any public authority or for any public use, or shall be destroyed or damaged by fire or casualty, or by action of any public authority, then this License shall terminate with respect to the taken, damaged or destroyed area, effective on the date when title vests in the condemning authority, or when the casualty occurs.

21 Irrespective of the form in which recovery may be had by law, all rights to damages or compensation for a taking or casualty for the Licensed Area shall belong to Licensor in all cases. Licensee hereby grants to Licensor all of Licensee's rights to such damages and covenants to deliver such further assignments or endorsements as Licensor may from time to time request.

22. In connection with Licensee's use and maintenance of the Licensed Area, the Licensee shall not endanger or damage the existing buried transmission lines, cad weld connections, grounding grid system or any other structures and equipment in the Licensed Area which are now or may hereafter be installed within the Licensed Area, all being the property of the Licensor. In the event that such damage should nevertheless occur resulting from an act, omission or negligence of Licensee, its agents, contractors and employees, the Licensee shall forthwith notify the Licensor, by calling the Licensor's System Dispatcher at the Licensor's Boston Service Center (telephone number 617-541-7833), so that immediate repairs may be made, and shall also promptly reimburse the Licensor upon request for all reasonable costs or expenses incurred by it in repairing or replacing any such damage to said structures and equipment or to any other property of the Licensor.

23. ADDITIONAL PROVISIONS:

a. Licensee shall post a sign on the Property restricting access to Licensor's existing parking area behind the electrical substation building. The sign shall read "No vehicles beyond this point, NSTAR vehicles only".

b. The Licensee shall perform snow plowing, ice and litter removal for the entire portion of the Property that is outside the substation fence and that includes the Licensed Area, including snow removal on the public sidewalks outside the substation and substation fencing.

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

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

LICENSOR:

**BOSTON EDISON COMPANY**

By: _____
Donald Anastasia
Assistant Treasurer

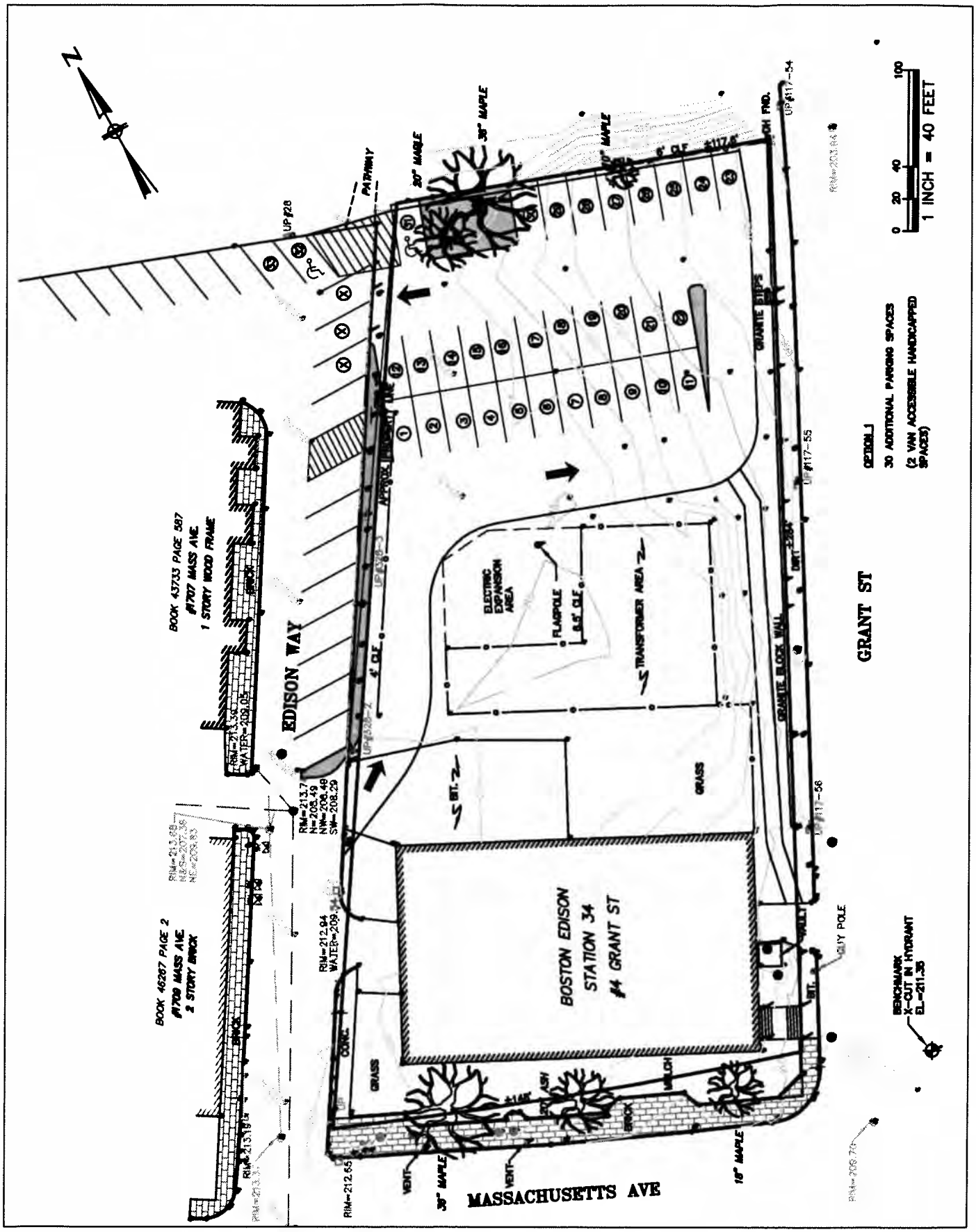
LICENSEE:

**TOWN OF LEXINGTON**

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

**Exhibit A**

Conceptual Parking Plan
4 Grant Street, Lexington



DRAFT

# PARKING EASEMENT AND MAINTENANCE AGREEMENT

## Preamble and Recitals

This Agreement is entered into on _____2014 by and between Church of the Ascension, hereafter referred to as "Church," and Congregation Beth David, a California Non-Profit Religious Corporation , hereafter referred to as "Synagogue." Together, Church and Synagogue may be identified as the "Parties" herein.

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

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

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

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

### Grant of Easement

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

### Description of Easement

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

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

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

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

Maintenance of Easement

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

Indemnity

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

Attorneys' Fees

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

Entire Agreement

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

Binding Effect

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

Executed on _____[date].

**CHURCH OF THE ASCENSION**

_____

By: _____, it's _____

**CONGREGATION BETH DAVID**

_____
By:_____, it's President

Notary Acknowledgment

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

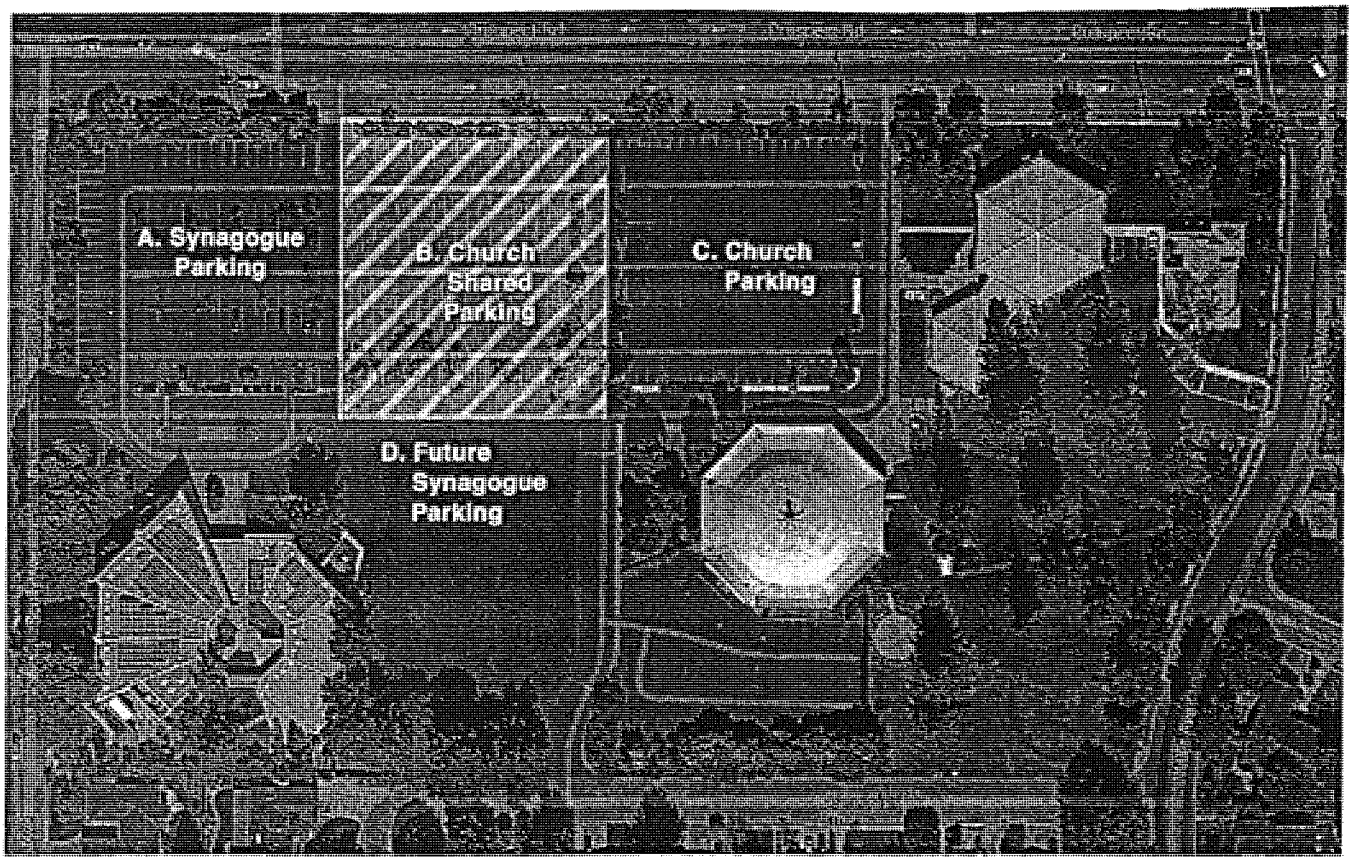
**EXHIBIT A**
**Legal Description**
**Church of the Ascension**

[to be supplied by the Church]

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

[to be supplied by Beth David]

# Exhibit C
# Parking Easement Diagram

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