

# West End Streetscape Planning Study Chicopee, MA

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Planning Study for  
City of Chicopee  
MassDevelopment

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# Overview and Goals

The overall aim of the West End Streetscape Study is to find ways to aid in the transformation of the West End into a neighborhood that is lively and welcoming to all, activated by a mix of businesses, restaurants, and residences.

Such a transformation will reinvigorate Chicopee as an increasing number of people seek mixed-use lively communities that are welcoming to all ages. The 2012 Chicopee West End Brownfields Area-wide Plan, completed for the Pioneer Valley Planning Commission and the City of Chicopee, provided a comprehensive strategy for making the West End a thriving neighborhood by mitigating brownfield sites and rebranding the area as a live-work-play community. This planning study builds off the 2012 study and develops more detailed streetscape and public realm recommendations around three key areas of the West End: the downtown core, the Cabot-Center Streets intersection, and Hampden-Center Streets intersection.



147' tower of the Chicopee City Hall.



Chicopee's West End has the scale, urban form, and location to become a vibrant community—and the transformation has begun, as evidenced by new businesses and residences downtown and the successful fall 2015 Block Party—but several other steps are needed to advance Chicopee's revitalization.

**Targeted Investments:**

The City is significantly investing in its infrastructure through an ambitious sewer project, currently underway, and it has the opportunity to build off this project to improve the public realm and streetscape throughout the sewer separation project area. Through targeted investments in select areas studied herein, the City can significantly improve vehicular and pedestrian circulation, the public realm, and the visual perception and experience of Chicopee.

**Designing the West End's streets and sidewalks to support local businesses and residents:**

The existing one-way street system (for Cabot, Center, Exchange and part of Front Street) creates navigational frustrations and forces circuitous routing, both in vehicles and on foot. The one-way system routes drivers around downtown rather than concentrating movement through the core. This does not benefit the businesses downtown but rather privileges the needs of pass-through vehicles. Wide streets and poorly located crosswalks pose risks for people walking. The width of the streets, which likely have excess capacity, and the uneven quality of the sidewalks and public realm are unwelcoming to pedestrians and run counter to the walkable community envisioned by the West End Brownfields Area-wide Plan (2012) and this study. Converting one-way streets to two-way streets, along with associated public realm improvements, can increase visibility to downtown businesses, improve pedestrian and vehicular safety, and ease navigation through the West End for all.

**Program:**

Public realm and streetscape improvements, which are the focus of this study, are only part of the strategy for Chicopee's revitalization; program, which is discussed partly in the 2012 study, is another crucial element. Program can have two meanings: 1) the range of uses, from restaurants to coffee shops to neighborhood retail to residences, and 2) seasonal, short-term, or long-term events or activities, such as the recent Block Party. Careful planning and consideration of both are paramount, and this is already underway by the

City, the Chamber of Commerce, local business owners, and others. Drawing more businesses and residents downtown will help generate the street activity desired for a lively community. This study proposes creating additional public realm space that could be used for informal gatherings or programmed events such as the 2015 Block Party, organized by the City. Strong leaderships or partnerships with local businesses and property owners will be critical to continued programming and drawing more residents and businesses.

**Stewardship:**

Even the best-laid plans fall to the wayside if there is not concerted efforts and a strong enough vision to see it through. Leadership is critical to ensuring that a vision comes to fruition, from developing a funding plan to overseeing design details and guiding a revitalization plan through the inevitable changes that will come with ups-and-downs in the economy, changes in leadership, and new priorities or opportunities. If some or all of the streetscape and public realm recommendations from this study are implemented, ongoing maintenance and programming are necessary to fulfill the long-term vision for a vibrant, live-work-play community. This might require public-private partnerships or other entities or organizations to take on a greater role in the civic life of Chicopee.

**Engagement with stakeholders and local leaders:**

During this study, City staff, MassDevelopment staff, and the design team met with local stakeholders, including various city departments, local elected officials, the Chamber of Commerce, and property and business owners in the area. These discussions led to the refinement and advancement of the recommendations. Overall, there was significant enthusiasm for revitalizing downtown and implementing changes, whether through short-term approaches or through additional investment with the sewer project. Continued engagement with these stakeholders and the public is critical.

The recommendations contained herein will contribute to making Downtown Chicopee a prominent active urban anchor by creating a sense of place and improving the quality of the public realm, vehicular movement, access to parking, and amenities.

# Study Area Overview

The Study Area is located in the southwestern corner of the city with Chicopee River to its north, Interstate 391 to its southwest, and Center Street to its southeast. The City of Chicopee was established in 1890. It housed various industries including cotton and textile mills, leather product industries, and arms manufacturing. Today Chicopee is a post-industrial city with a smattering of restaurants, businesses, and financial institutions downtown. The retrofitting of abandoned industrial buildings, namely Lyman Mills and Cabotville, for residential and mixed-use development is underway, but these developments have yet to have a visible impact beyond their immediate surroundings. The generous and architecturally distinctive retail streetscape remains substantially intact, but many of the storefronts

are vacant. In recent years, downtown businesses have begun to play an important role in shaping the area, and their relationship to the surrounding area needs to be carefully considered. These changes are increasing the residential and business population within the Study Area, bringing the potential of creating a more urban neighborhood where people live, work, and play.

## Architectural Character and Urban Form

The downtown core has the “bones” of a classic New England downtown, with low-rise buildings maintaining the street edge, generous sidewalks, open space, trees, and the riverfront. The historic mill buildings of Cabotville Industrial Park and Ames Manufacturing Company form a robust backdrop for Downtown Chicopee. City Hall, with its 147-foot-tall tower, and the bell towers of the churches on Springfield Street anchor the skyline. This unique and strong architectural character adds to the quality of urban experience and forms a distinct identity for Downtown Chicopee.

## Public Realm

The Study Area has a rich array of open spaces, from parks to the riverfront, to generous sidewalks and right-of-ways. Lucy Wisniewski Park, Bullens Park, and the triangular plot of land in front of the City Hall are the major open spaces within the Study Area. The Chicopee Riverwalk and bikeway is proposed to run along Front Street, and there is a proposal to connect it to the larger regional Connecticut Riverwalk. Within the Study Area, there is an opportunity to connect these open spaces with a bike and pedestrian connection and to create more clear gateways to the riverwalk and bikeway.



The Ames Manufacturing building is being converted into residential condos.





Munich Haus on Center Street



Williamson's Clothier and Chicopee Savings Bank on Exchange Street



City Hall from Grape Street



City Hall from Center-Springfield and Exchange Street intersection



Chicopee Downtown Block Party, September 2015.



Chicopee Riverwalk and Bikeway Phase 01, between City Hall and Grape Street





Map showing major streets, public transit, existing parks and existing traffic flow directions within the Study Area.



### Transportation and Parking

The Study Area is connected to the city and region via the Davitt Memorial Bridge, Front Street, Springfield Street, and Center Street. The Study Area is also connected to Interstate 391 from the north at Exit 3 via Granby Road and from the south at Exit 2 via Center Street, which connects to Interstate 91. Major corridors in the Study Area are Front and Exchange Streets, connecting east-west, and Cabot and Center Streets connecting north-south. Most of the primary downtown streets are one-way, creating a large loop around the downtown core. The one-way pattern was designed to increase vehicle throughput prior to I-391.

The Study Area is served by transit provided by the Pioneer Valley Transit Authority's Route 21, Holyoke/Springfield via Chicopee, and Route 1, Chicopee Center - Chicopee Big Y/ Summer-Allen, with stops on Center and Cabot Streets. The area is also served by an off-street path--the Chicopee Center Canal Walk--just north of Front Street.

A 2009 Chicopee Parking Study Report indicates that parking supply is sufficient to satisfy parking demand. At the busiest time of day, parking in the Study Area is 47% full. However, common perception indicates an

insufficient supply of available parking. The 2009 Report identified 130 public, off-street parking spaces and 679 spaces in private parking lots, plus on-street parking. Since 2009 there has been an addition in the number of public off-street parking spaces, namely at Market Square and 296 Front Street. Still, with a majority of the downtown parking supply privately owned, this presents both issues and opportunities for more active parking management.

### Recent Planning Studies

The 2012 Chicopee West End Brownfields Area-wide Plan was a key recent planning initiative that guided this effort. The team also reviewed the following plans and documents:

- Chicopee Center Parking Study, 2009
- Downtown Revitalization Plan, 2009
- RiverMills Vision Plan, 2011
- Economic Development Opportunities and Recommended Strategies for Chicopee, Massachusetts, 2007
- Connections: Chicopee's Open Space & Recreation Plan, 2015
- Connecticut River Walk and Bikeway Plan

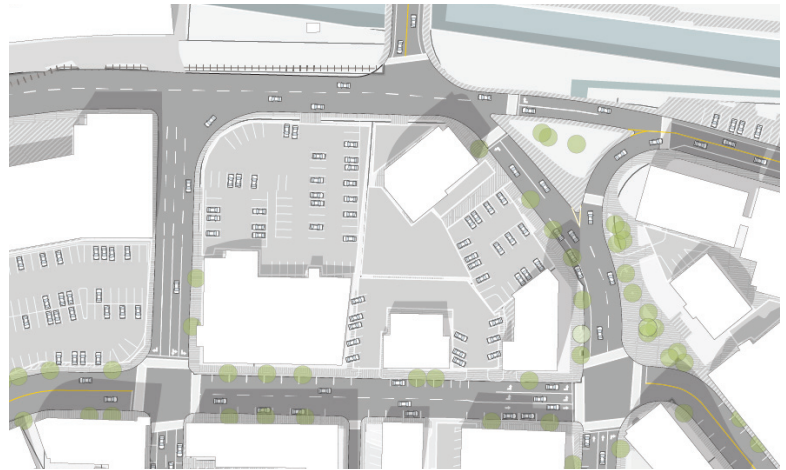


Retail along Cabot Street

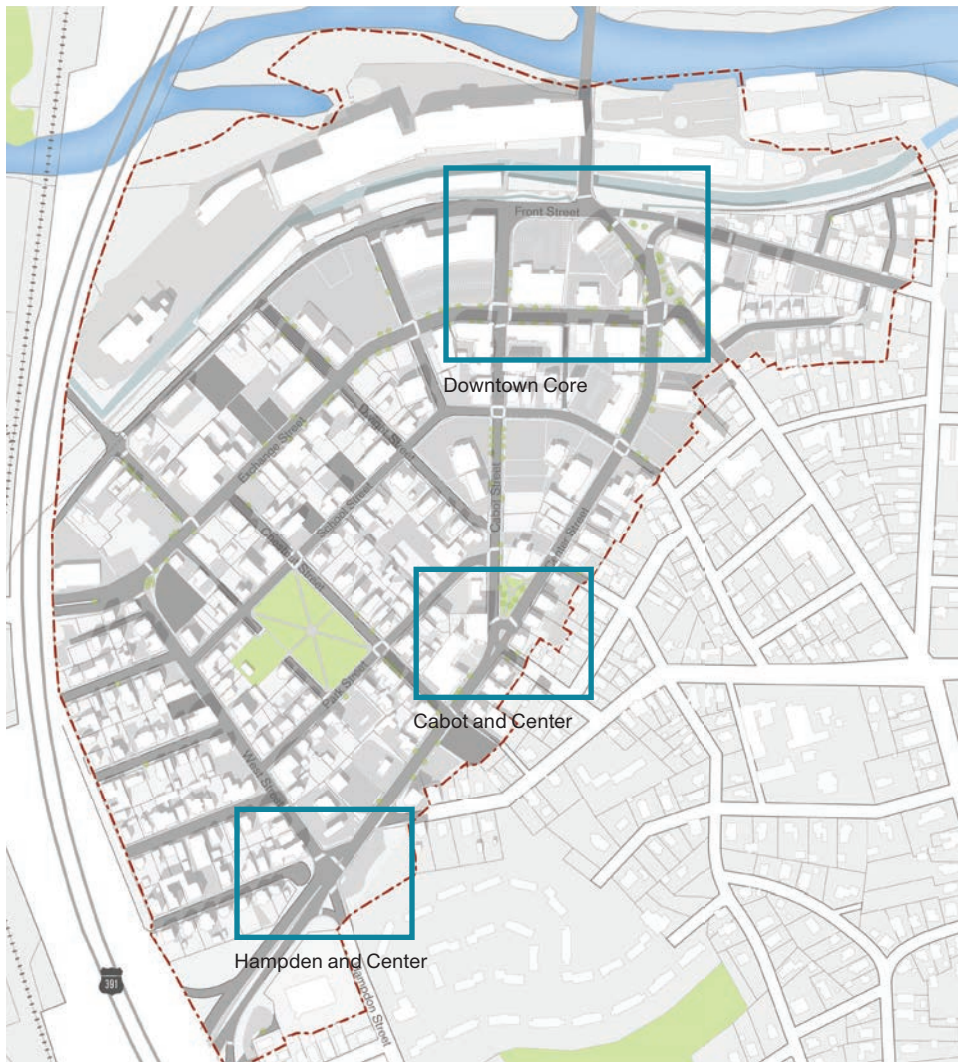
## Focus Areas

An analysis of the existing public realm and circulation patterns, as well as the 2012 Brownfields Area-wide Plan, led to three major focus areas, namely:

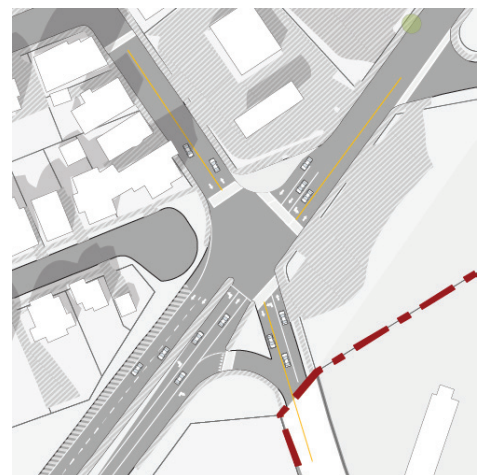
- The Downtown Core
- Cabot and Center Street Intersection
- Hampden and Center Street Intersection



Downtown Core



Cabot and Center



Hampden and Center



### Downtown Core

Davitt Memorial Bridge forms the gateway to Chicopee's downtown. Currently the one-way traffic pattern along Center, Cabot, and Exchange Streets restricts the options for vehicles to navigate freely, in turn vehicle speeds increase, reducing visibility of businesses and walkability in the downtown. The lack of clearly marked crosswalks, especially across Cabot Street at Front Street leading to the Chicopee Center bus stop, further contributes to the lack of pedestrian safety. The existing travel lanes are wider than the standard requirements which pose an opportunity to add dedicated bike lanes and have a cohesive bike network within the Study Area. The triangular open space in front of the City Hall, in spite of being a generously sized open space, functions as a traffic island surrounded by fast-moving traffic with very limited pedestrian access. The downtown blocks have a mostly consistent street edge and well-designed generous sidewalks. With an appropriate crosswalk location and tight intersections, Chicopee has the potential to have a walkable downtown.

### Center and Cabot

The existing Center and Cabot intersection is a Y-intersection accommodating the one-way traffic moving northbound on Center Street and southbound on Cabot Street. This Y-intersection gives pedestrians and drivers poor sightlines and visibility, creating unnecessary risks. Bullens Park, located where Center and Cabot meet, can be difficult to reach as a pedestrian.

### Center and Hampden

Center and Hampden is the gateway intersection leading into Downtown Chicopee from Exit 2 of Interstate 391. The intersection is located between the Bowe Elementary School to the residential neighborhoods on the west of the Study Area, but due to the current crosswalk orientations and lengths in addition to lack of pedestrian safety it forms an obstruction to seamless pedestrian movement. Thus there is a need to extend the walkable street typology up to this intersection.



Downtown Core



Cabot and Center



Hampden and Center

# Vision for the Study Area

## Overall Vision

The West End should be an urban anchor for the Pioneer Valley, with a strong sense of place, high-quality public realm, active retail and restaurants, and easy access from neighboring communities.

Currently the street circulation pattern of the downtown core of Chicopee encourages pass-through traffic. The “postcard” view of Chicopee, from the Front-Center intersection towards Springfield Street, with the City Hall tower and church spires in the background, is not experienced in a moving vehicle because of the one-way street pattern. **By undoing this one-way pattern, increasing the public realm in select areas, and improving parking access through shared parking scenarios and better wayfinding, residents, visitors, and workers can more easily reach downtown, park, and walk to a variety of destinations. This, in turn, will support local businesses, and contribute to the revitalization of Downtown Chicopee.**

## Streets & Placemaking to Support Downtown

Streets and the public realm are the lifeblood of our communities and the foundation of our urban economies. Streets make up more than 80 percent of all public space in cities and have the potential to foster business activity, serve as a front yard for residents, and provide for useful means of transportation, whether on foot, by bicycle, car, or transit. The vitality of urban life demands a design approach sensitive to the multifaceted role streets play in our cities.

Streets must accommodate an ever-expanding set of needs. They must be safe, sustainable, resilient, multi-modal, and economically beneficial, all while accommodating traffic. Citizens are demanding that their streets serve not only as corridors for the conveyance of people, goods, and services, but also as parks and public spaces. In response to these demands, cities around the country are developing an innovative body of practice and expertise to design for and around the special characteristics of the urban environment.

Economic development is integrally tied to this transformation, since well-designed and active streets support city businesses. And paramount to this trend toward a more sustainable urban environment is the safety of people, old and young, on our city streets.



## Why and How to make One-way to Two-way Conversions

Today, the West End of Chicopee is defined by a one-way street system of southbound traffic on Cabot Street and northbound traffic on Center Street, forming a long one-way pair. Connecting east-west streets include some key one-way streets, such as Exchange Street and Front Street, and several two-way streets. This system poses navigational frustrations and forces a circuitous routing for users. Today's primary one-way system causes additional queuing at intersections, creates a need for additional turn lanes, blocks visibility to downtown businesses, and poses safety challenges for people walking. To better support downtown Chicopee, a two-way system supports the many users of the downtown:

- » **Drivers:** While preserving lane capacity, a two-way system would provide a choice of route for drivers. Dispersing traffic avoids the concentrated pinch points that exist today at the Davitt Memorial Bridge and where Center and Cabot meet. Meanwhile, motorists would have a more direct route to downtown destinations, eliminating longer looping routes.
- » **People on foot:** Drivers in a one-way system are trained to only look for oncoming vehicular traffic and not to look in the opposite direction for people walking. In a two-way system, drivers would naturally look both ways at intersections, becoming more aware of pedestrians. In addition, vehicles moving one-way creates a “highway-like” atmosphere for those on foot, whereas a two-way system helps to support a downtown-feel.
- » **People on bikes:** Drivers typically drive more slowly on two-way streets due to opposing traffic. For cyclists, this type of environment supports biking, regardless of whether or not there is dedicated biking infrastructure.
- » **Downtown merchants:** A two-way network doubles visibility, as drivers pass by (or stop) at destinations on both legs of their trip. Access to parking and destinations is more direct, reducing confusion for infrequent visitors. A two-way system supports a “park-once” environment, as people are more likely to cross streets on foot.

### How it works and why it is safer

The conversion of a one-way pair to two-way streets does not impact the volume of traffic that can flow through a network. Instead, the same traffic is dispersed on lanes on multiple routes (as shown in Figure A).

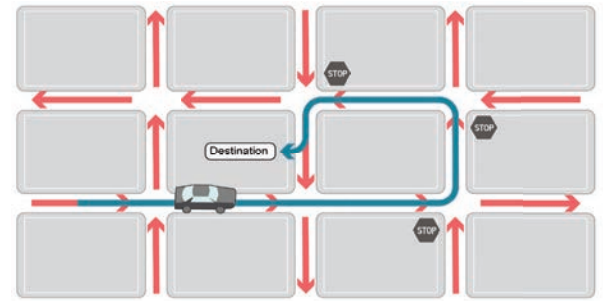


Figure A - one-way navigation

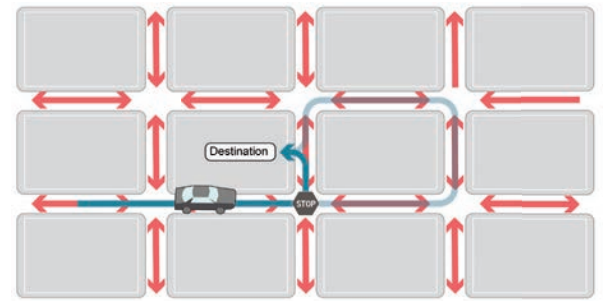


Figure B - two-way navigation

This traffic may flow at slightly slower speeds as drivers tend to slow down due to the friction that oncoming traffic can create. It may take a few more seconds for a vehicle to travel the length of a given street, but the safety for pedestrians and other users increases drastically with the decreased speeds and traffic calming.

In summary, the benefits of converting to a two-way system include:

- » While preserving the same amount of through vehicle capacity, the system would provide alternate circulation routes for travelers;
- » Dispersing traffic on multiple routes avoids the single concentrated pinch points that exist today;
- » Motorists would have a more direct route to their destinations, eliminating unnecessary vehicular circulation (Figure B). Simple two-lane roads which will operate at slower speeds, making Chicopee much safer for pedestrians;
- » For developers, any street can become a front door for auto and walk-up access, rather than highway-oriented parcels of limited utility; and
- » A safer and more complete two-way system can actually accommodate as much or more person movement than the current network by promoting increased walking and biking.

## Near-term Placemaking Strategies

The design team recommends a short-term strategy, sometimes termed “tactical urbanism,” as the first step towards public realm improvements. Through the use of paint and simple materials such as planters, the City can introduce the concepts and test the circulation and placemaking strategies. This enables 1) Chicopee’s residents and visitors to learn about the planned improvements and

get used to the new patterns and 2) the City to fine-tune the design by testing it through these non-permanent installations. Such a short-term strategy also creates an opportunity for a citywide or neighborhood-wide art initiative, giving the neighborhood a sense of identity. It could be tied to seasonal events, local merchants or business groups, neighborhood associations, or citywide events like the recent Block Party.



During the fall 2015 Chicopee Downtown Block Party, residents and visitors created street art with chalk. Such local capacity and enthusiasm can be built upon to develop and implement the recommended short-term paint strategies.





**E 6th and Waller St, Austin, Texas**

Polka dot painted bulb-outs at the intersection narrow the roadway and create safer shorter crossings for the people.



**Boulder, Colorado**

“Paint the Pavement” is a program in the City of Boulder that permits painting murals on public streets to transform roadways into a neighborhood asset.



**Northampton, Massachusetts**

A painted crosswalk in Northampton’s downtown introduces bright colors to the streetscape. It meets federal safety standards.

# Downtown Core

The Downtown Core focus area looks at the gateway intersection at the bridge, traffic movement along Cabot, Center, and Exchange Streets, the Front-Center intersection, and the Center-Exchange-Springfield intersection. This area has a concentration of retail, commercial, and restaurants. Thus the recommendations focus on creating a well-connected and safe pedestrian environment and slowing vehicular traffic.



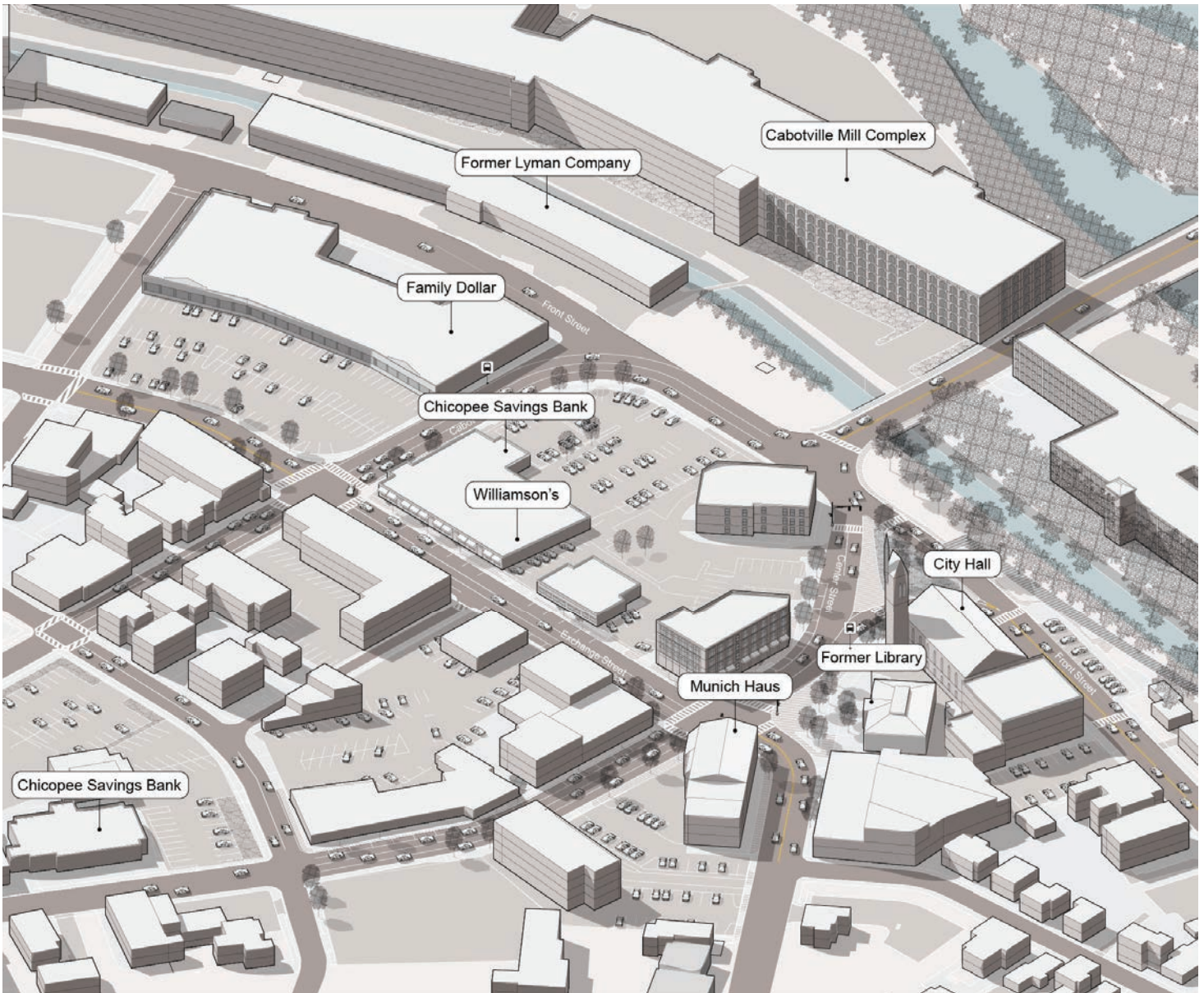
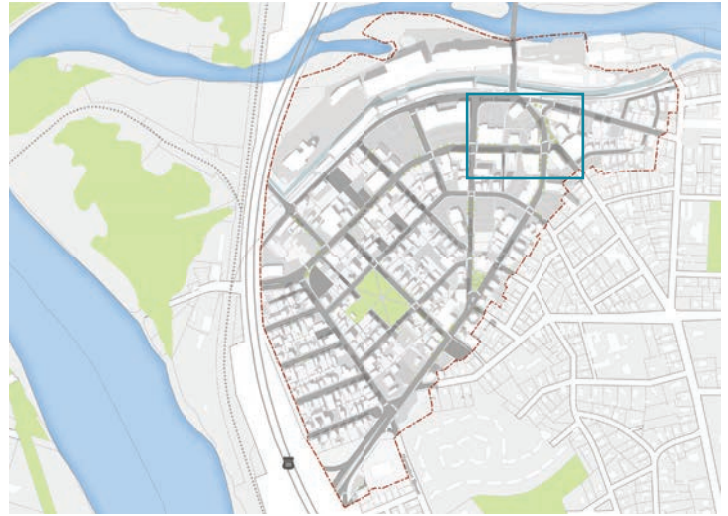
Center Street looking down towards Center / Exchange / Springfield Streets.



View from the Davitt Memorial Bridge, with the mill buildings framing the entrance to Downtown Chicopee.



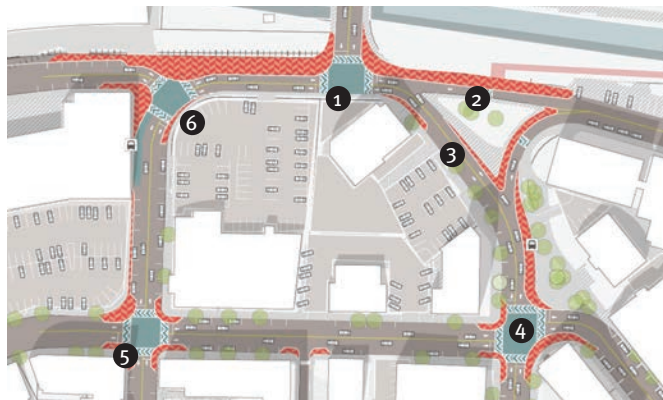
The primary recommendation is to convert all one-way streets—Cabot, Center, and Exchange—to two-way streets. In addition to slowing down traffic, this strategy gives the incoming traffic from the bridge a choice to turn onto Center Street and appreciate the vista of Downtown Chicopee.





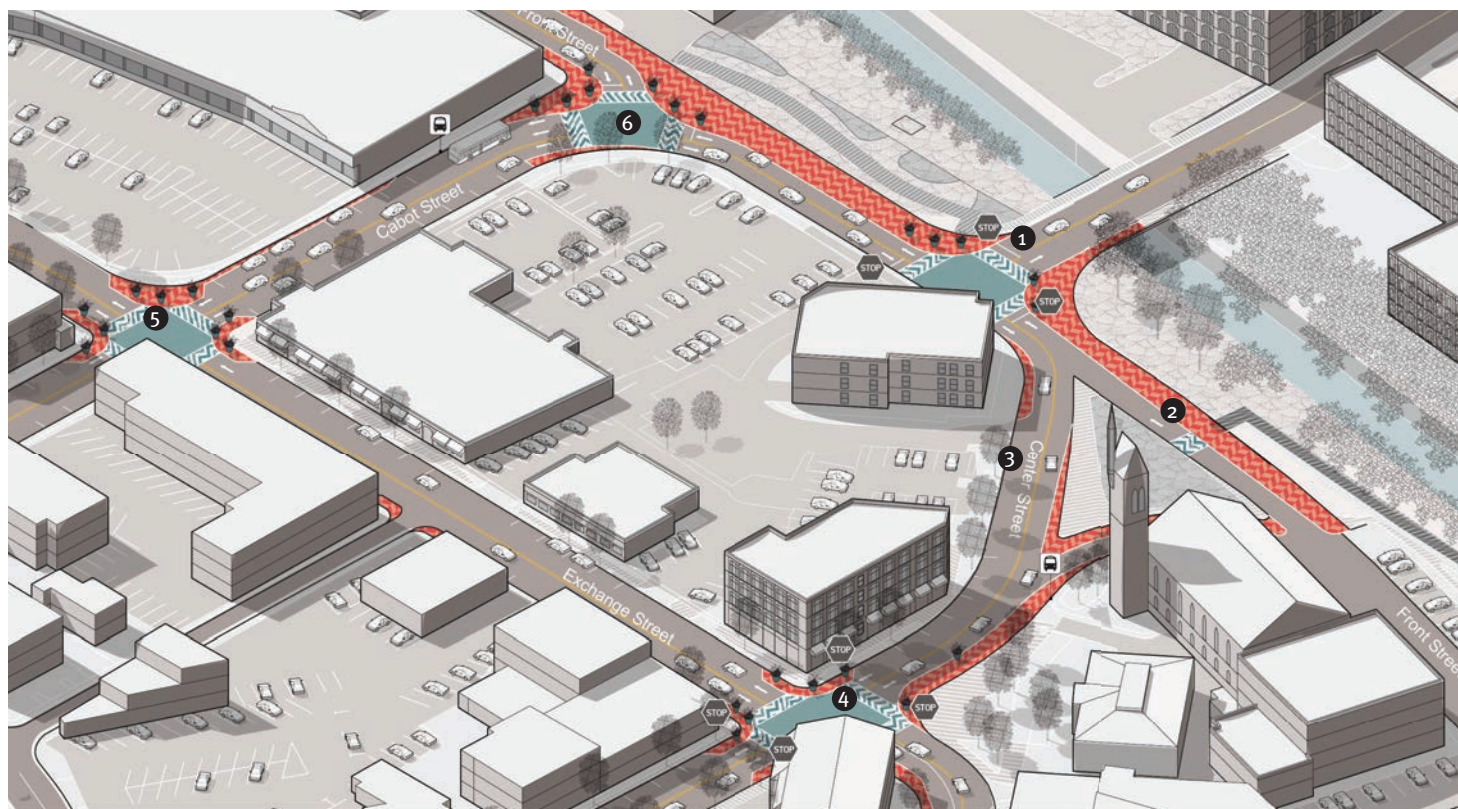
## Downtown Core Short-term Paint Option 1

As with all the recommended options for the Downtown Core, this proposal focuses on the conversion of all existing one-way streets to two-way streets and creating clean and short crosswalks. This option narrows lane widths to slow down vehicular movement and gives equal importance to both Center and Cabot Streets at the bridge intersection on Front Street.



- 1 A T-intersection at the bridge with two-way traffic on both Center and Cabot Streets, with painted curb extensions and crosswalks claiming the surplus travel-lane widths. This alignment of the intersection gives equal priority to the movement on Center and Cabot Streets.
- 2 Single westbound lane on Front Street.
- 3 Center Street with two-way traffic along with on-street parking and a right-turn lane to go eastbound traffic on

- 4 Springfield-Exchange-Center Street intersection with four-way stop sign and two-way traffic on both Center and Exchange Streets.
- 5 Exchange-Cabot intersection with two-way traffic on both Cabot and Exchange Streets.
- 6 Front-Cabot intersection with painted curb extensions and crosswalks and a bus pullover lane for the existing bus stop on Cabot Street.

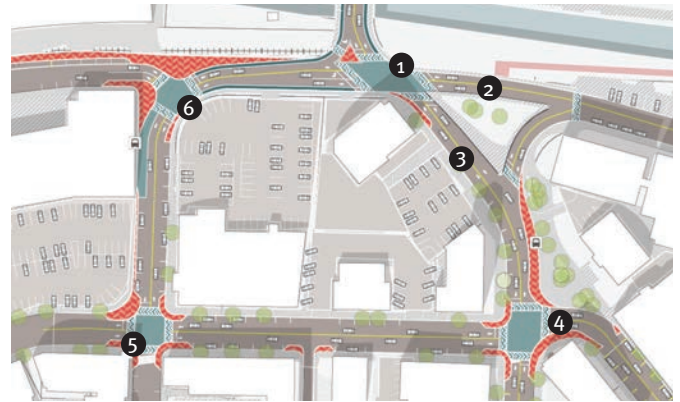


View of short-term paint option 1.



## Downtown Core Short-term Paint Option 2

Similar to Option 1, Option 2 recommends the two-way conversion. In addition, this option proposes an angled or oblique four-way intersection at Front-Center-Davitt Memorial Bridge that emphasizes Center Street as a primary main street.



- 1 An oblique four-way intersection with stop signs at Front-Center-Davitt Memorial Bridge. A right-turn lane from the bridge for traffic westbound on Front Street and a painted triangular pedestrian refuge.
- 2 Two-way traffic on Front Street.
- 3 Center Street with two-way traffic along with on-street parking.
- 4 Springfield-Exchange-Center intersection with four-way stop sign; two-way traffic on both Center and
- 5 Exchange-Cabot intersection with two-way traffic on both Cabot and Exchange Streets.
- 6 Front and Cabot intersection with painted curb extensions and crosswalks; a bus pullover lane for the existing bus stop on Cabot Street

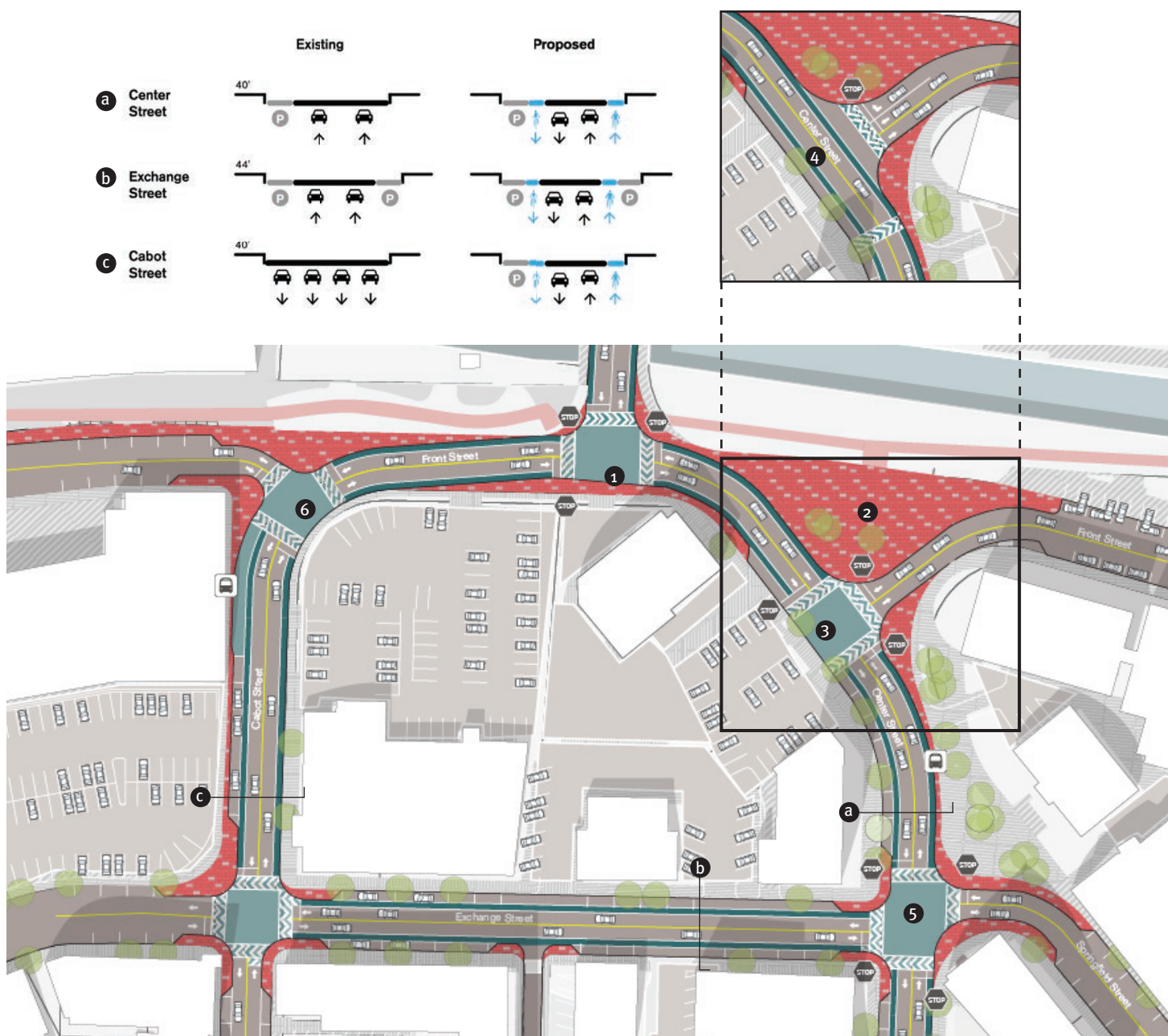


View of short-term paint option 2

# Downtown Core Long-term Recommendation

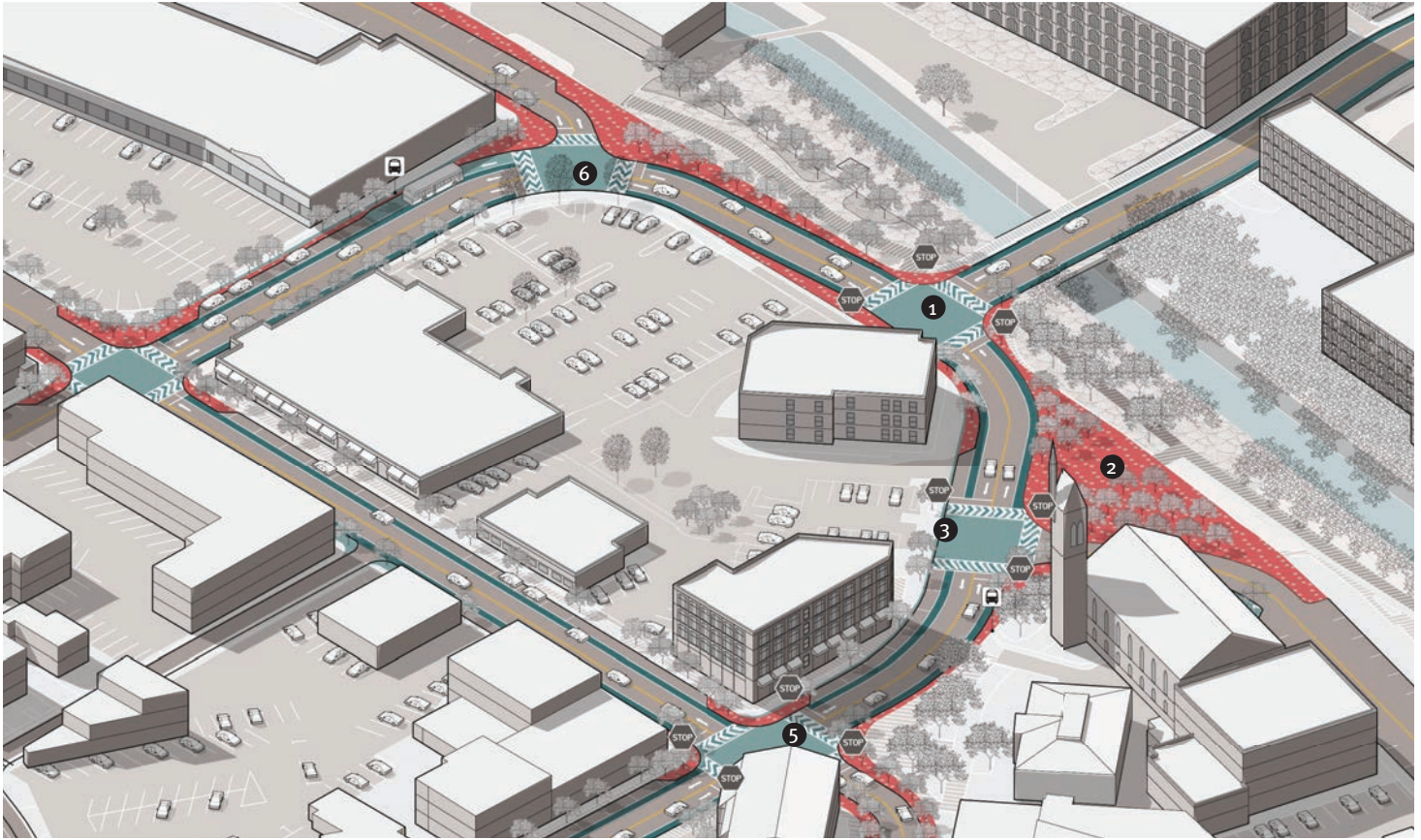
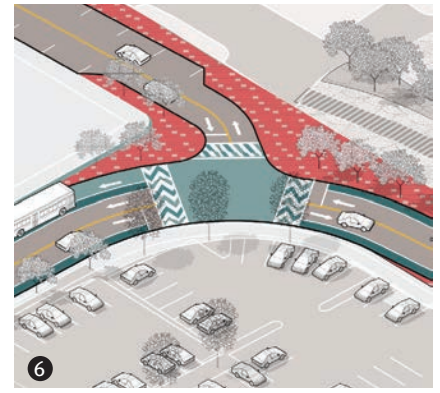
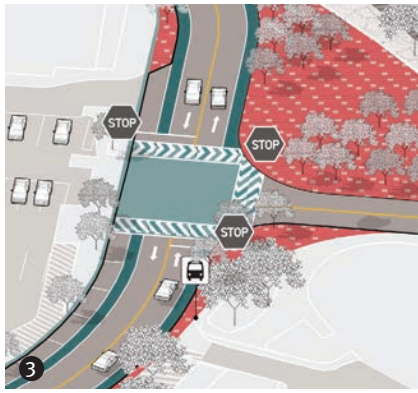
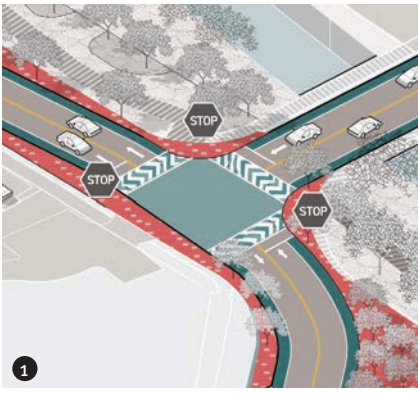
The upcoming sewer separation project creates a unique, once-in-a-generation opportunity to make Chicopee’s downtown a pedestrian-friendly urban center by leveraging the ongoing work. These recommendations propose a permanent reconfiguration of the triangle in front of City Hall to form a continuous open

space connecting with the Chicopee Riverwalk and Bikeway along Front Street. It creates two clean T-intersections--one at the bridge and the other at Front and Center--both controlled by stop signs, which facilitate a continuous flow of traffic.



Plan of long-term curb realignment option for downtown.



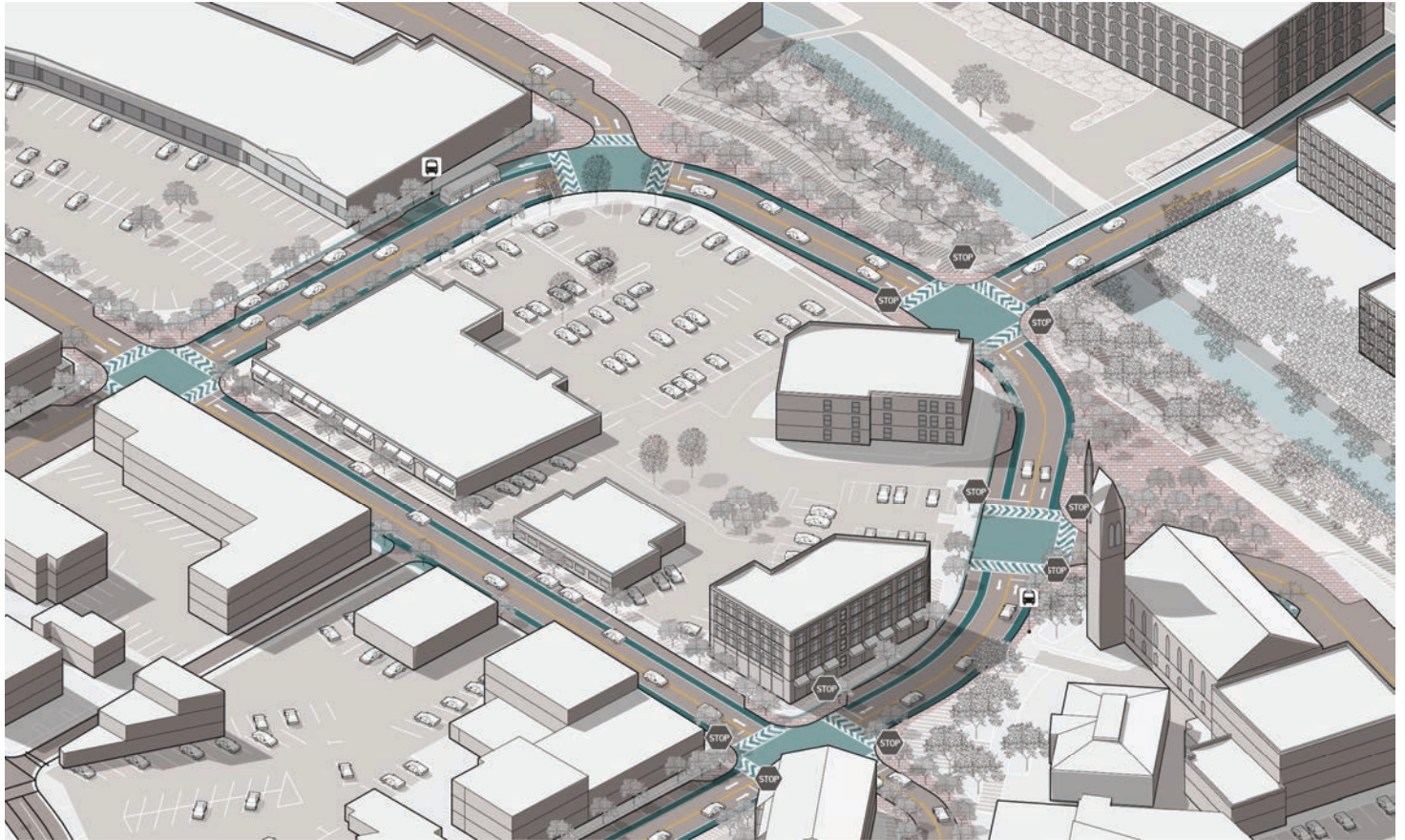


View of long-term curb realignment option for downtown.

- 1 T-intersection with three-way stop signs at Center-Front-Davitt Memorial Bridge with marked crosswalks and 5' shoulders as bike lanes.
- 2 This alignment creates a continuous plaza space with easy pedestrian access on the north side, as opposed to the existing triangular park surrounded by streets on all sides. This plaza forms a foreground to City Hall and also a direct connection with the Chicopee Riverwalk and Bikeway forming a part of the larger open space network. This space could be potentially used for larger outdoor events and gatherings.
- 3 Realignment of Front Street to form a T-intersection at Front-Center Streets. This intersection also generates

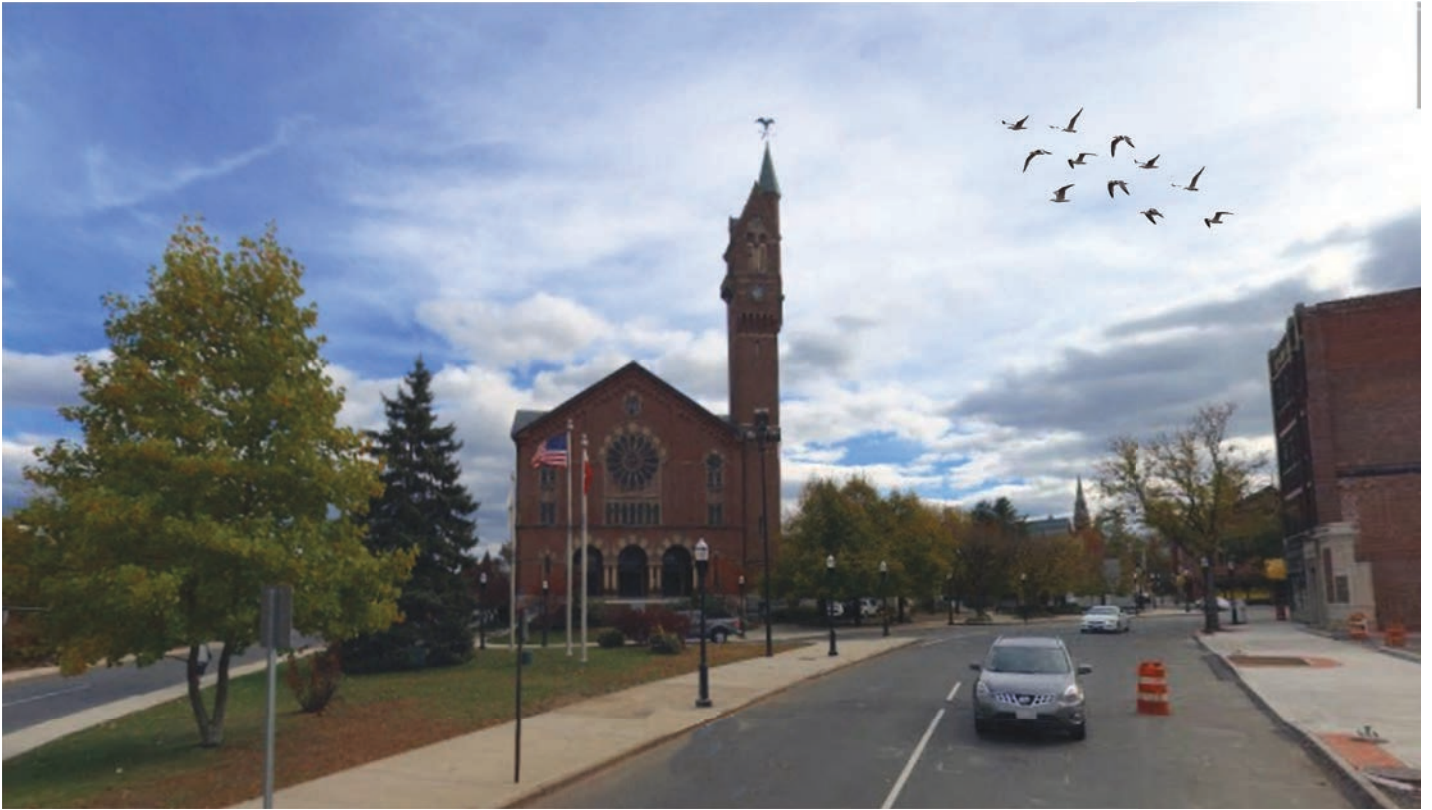
- an opportunity for a potential development parcel on Center Street.
- 4 This option explores a continuous movement along Center Street and a single crosswalk further south beyond the intersection. This alignment requires only one stop sign at Front Street along with a right-turn lane.
- 5 Springfield-Exchange-Center intersection with curb extensions and four-way stop sign accommodating two-way traffic on both Center and Exchange Streets.
- 6 Front-Cabot intersection with painted curb extensions and crosswalks; a bus pullover lane for the existing bus stop on Cabot Street.





View of long-term curb realignment option for downtown.





Existing view of Center Street looking south towards the City Hall.



View of Center Street looking south towards the City Hall, long-term recommended option.

# Cabot and Center

Cabot Street meets Center Street in a Y-intersection. The intention of the following recommendations is to accommodate two-way traffic on both Center and Cabot Streets, and create an interstitial open space with easy pedestrian and bicycle accessibility.



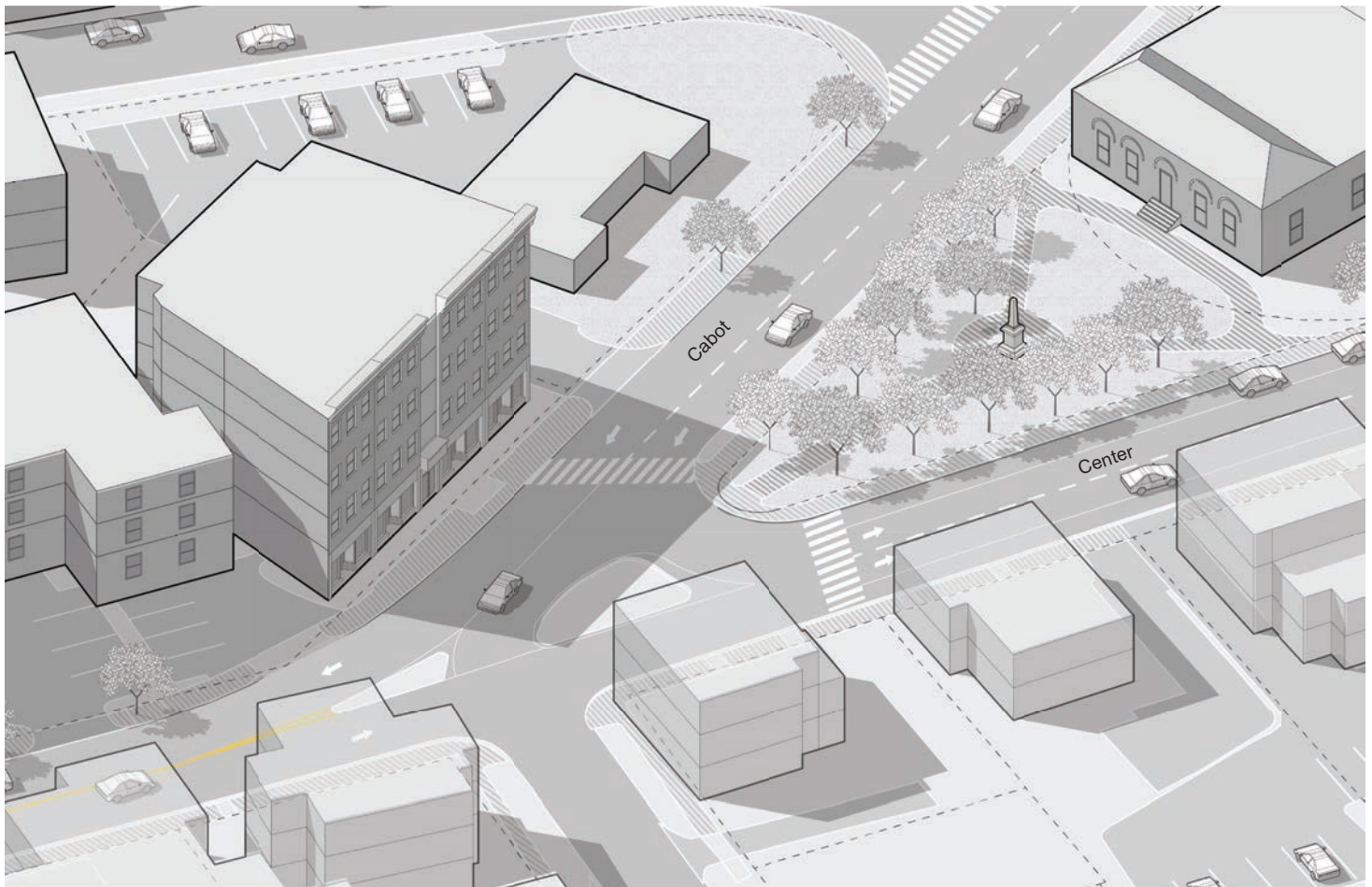
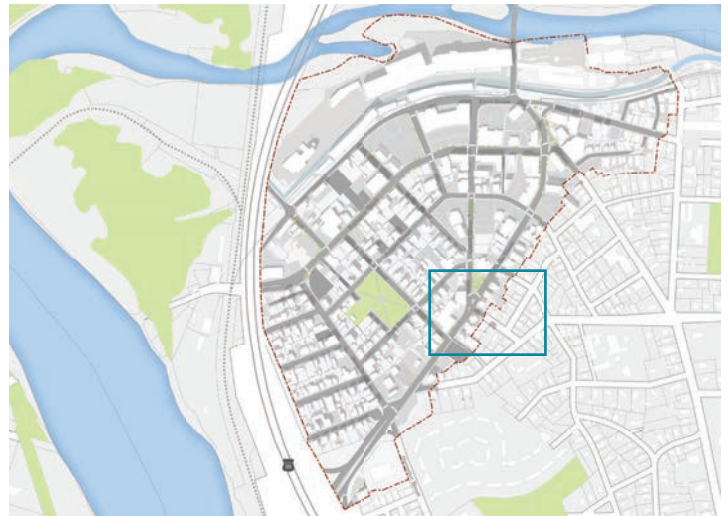
Looking at Bullens Park from Cabot Street.



Cabot and Center Street intersection.



The Y-intersection encourages high speeds and creates safety risks for people walking and driving alike. The proposal recommends realigning the intersection, sidewalks, and the edge of Bullens Park to create a regular T-intersection, which is safer for all. The short-term options do not intervene in the park, but the long-term recommendation does.

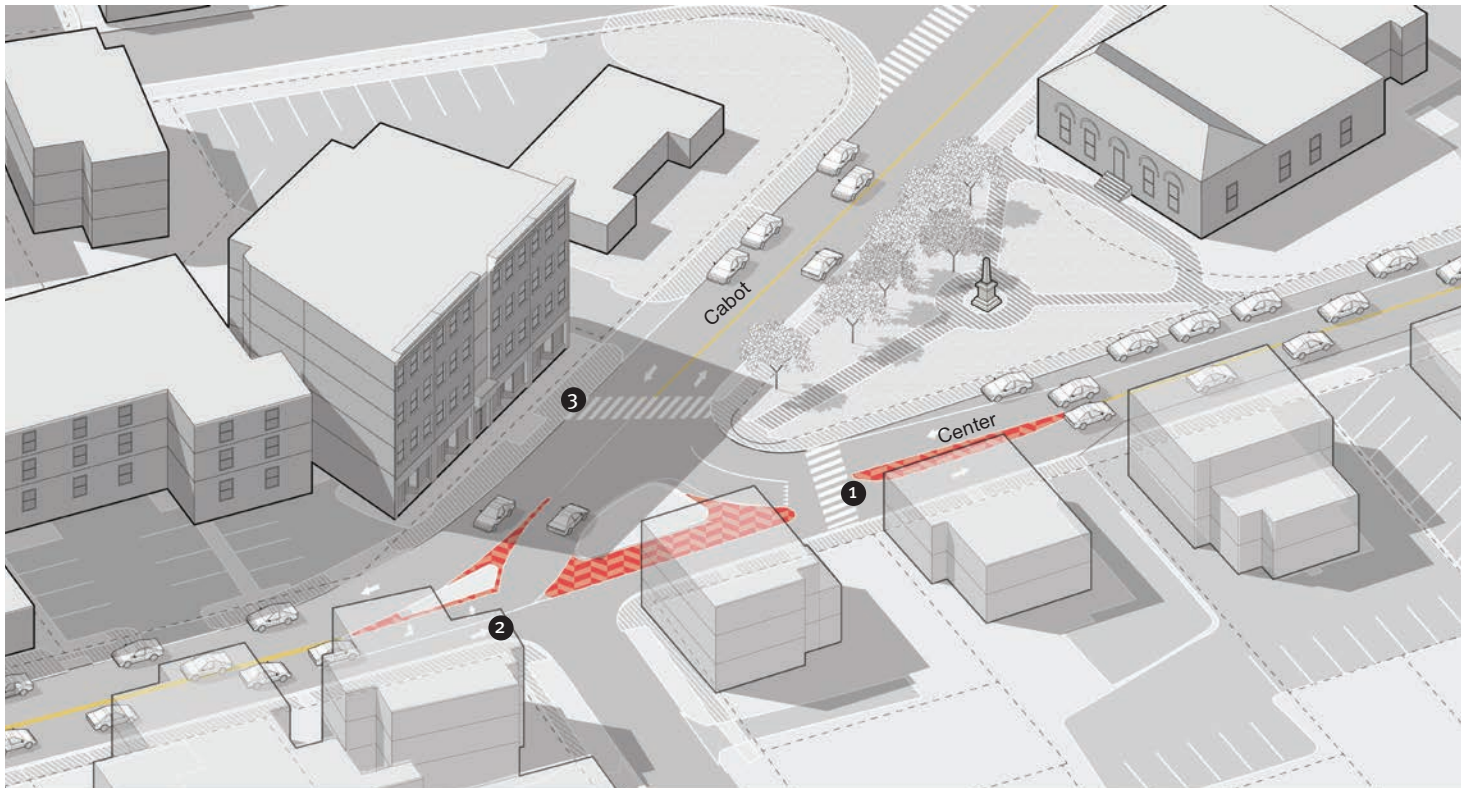


Existing Cabot and Center Street intersection.

## Center and Cabot Short-term Paint Option 1

This option introduces two-way traffic on Center and Cabot Streets by using only paint to redirect vehicular movement. There are no permanent changes to curbs.

- ❶ Crosswalk across Center Street at Bullens Park.
- ❷ Left-turn lane at Center towards Cabot Street.
- ❸ Crosswalk across Cabot Street to Bullens Park.



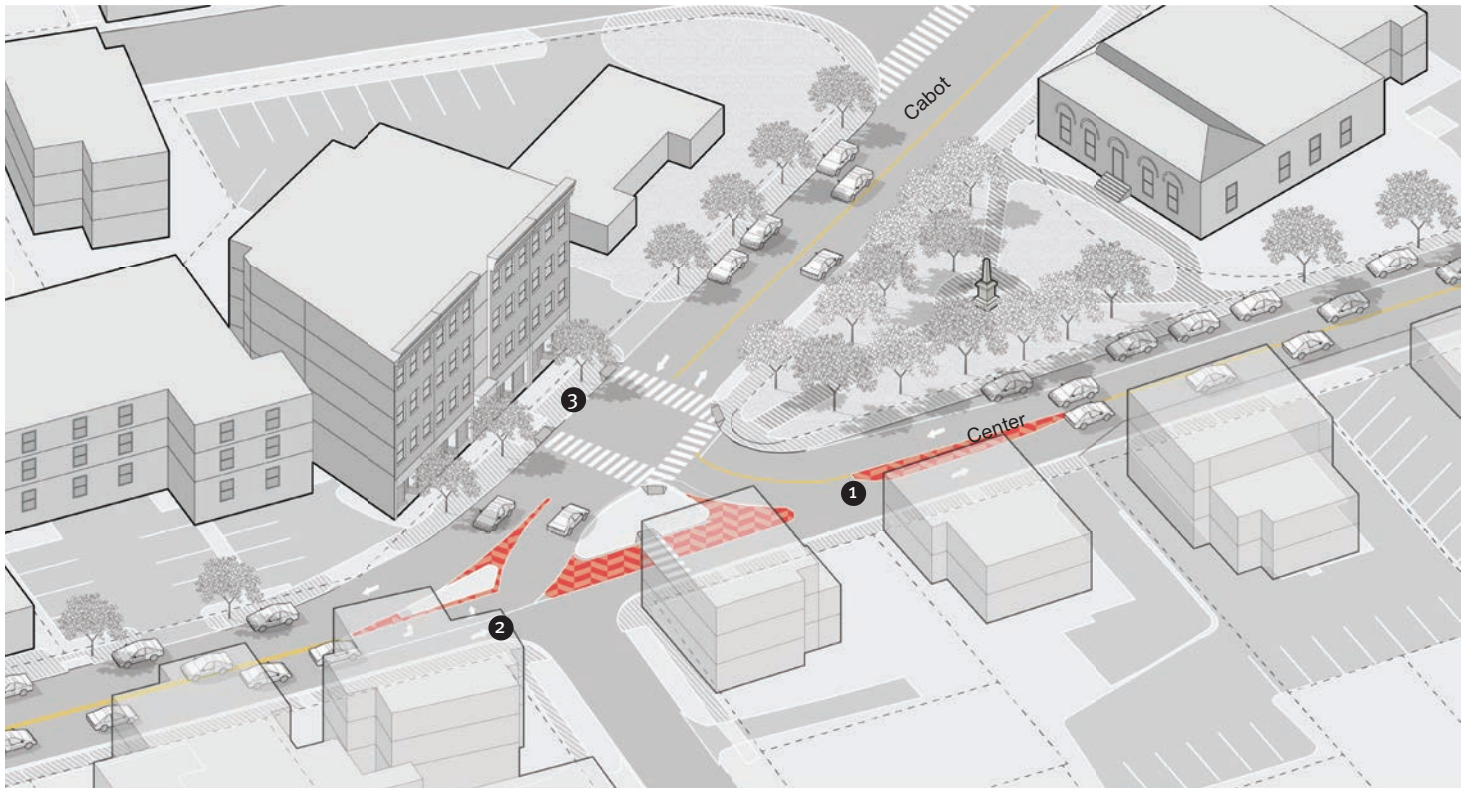
Short-term paint option for Center and Cabot.



## Center and Cabot Short-term Paint Option 2

Using two strategies of introducing additional curb ramps along with paint, this option rationalizes the pedestrian movement across Center and Cabot Streets.

- ❶ Crosswalk across Center Street at Bullens Park.
- ❷ Left-turn lane at Center towards Cabot Street.
- ❸ Crosswalk across Cabot Street to Bullens Park.



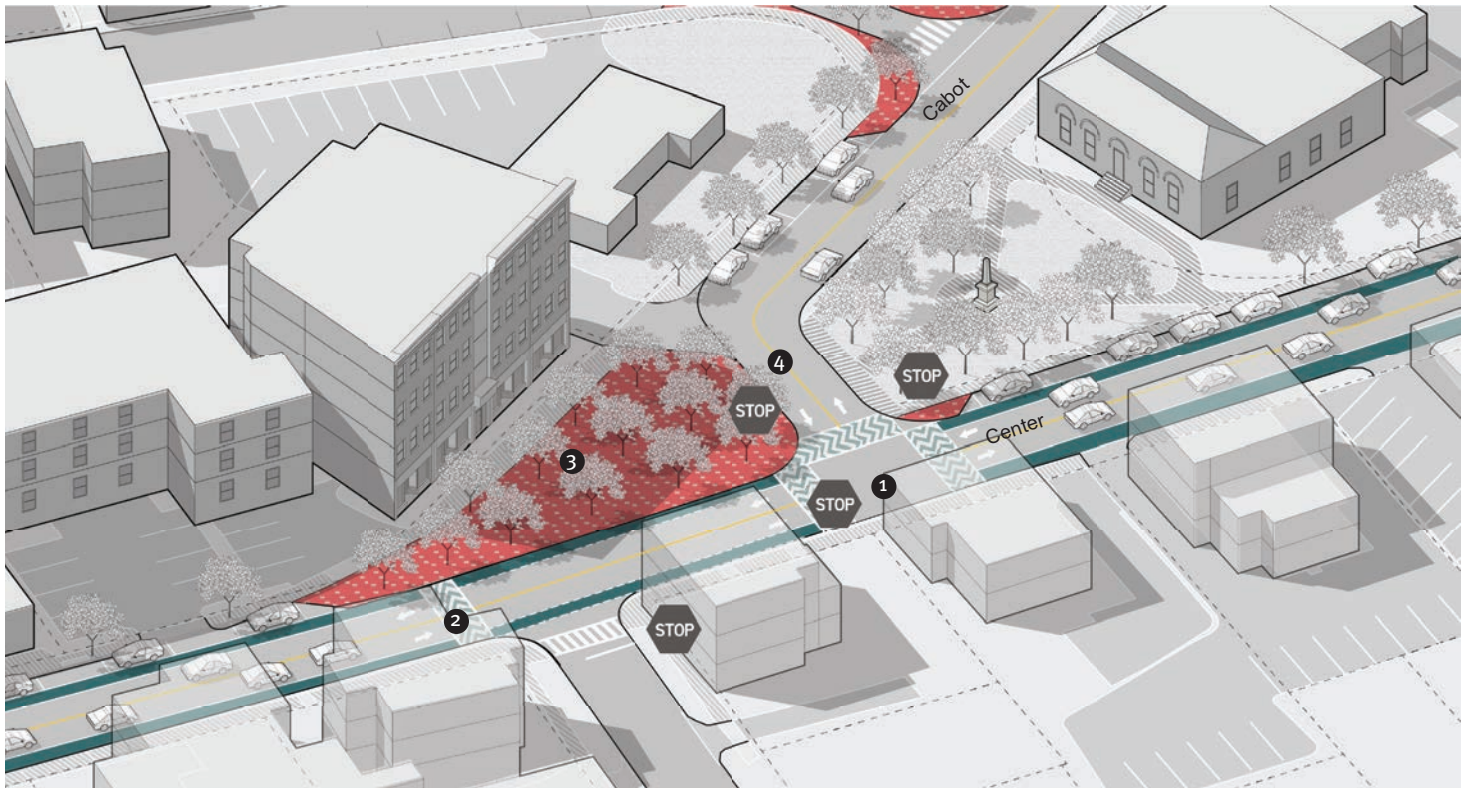
Short-term paint option for Center and Cabot.



## Center and Cabot Long-term Recommendation

The proposed realignment of curbs results into a T-intersection at Center and Cabot Streets without conflicting with the traffic from Union Street. Though this proposal intervenes in the existing Bullens Park, it preserves all existing trees and in turn creates a more robust and easily accessible plaza space.

- ❶ T-intersection at Center and Cabot Streets with three-way stop signs and crosswalks connecting Bullens Park with the proposed plaza space.
- ❷ Center Street with two 11' travel lanes and 5' bike lanes on both sides with on-street parking on the west side.
- ❸ The new plaza provides space to plant more trees and have outdoor seating, lighting, trash receptacles, and other such streetscape elements.
- ❹ Cabot Street with two travel lanes with “sharrows” in both directions and on-street parking on the west side.



Long-term option for Center and Cabot Street intersection.





Existing view of Center and Cabot intersection from Center Street looking north.



Long-term curb realignment and view of the Bullens Park plaza from Center Street looking north

# Center and Hampden

This intersection is the gateway from Interstate 391 into Downtown Chicopee. The proposal aims to transform Center Street into a more walkable street with increased pedestrian safety.

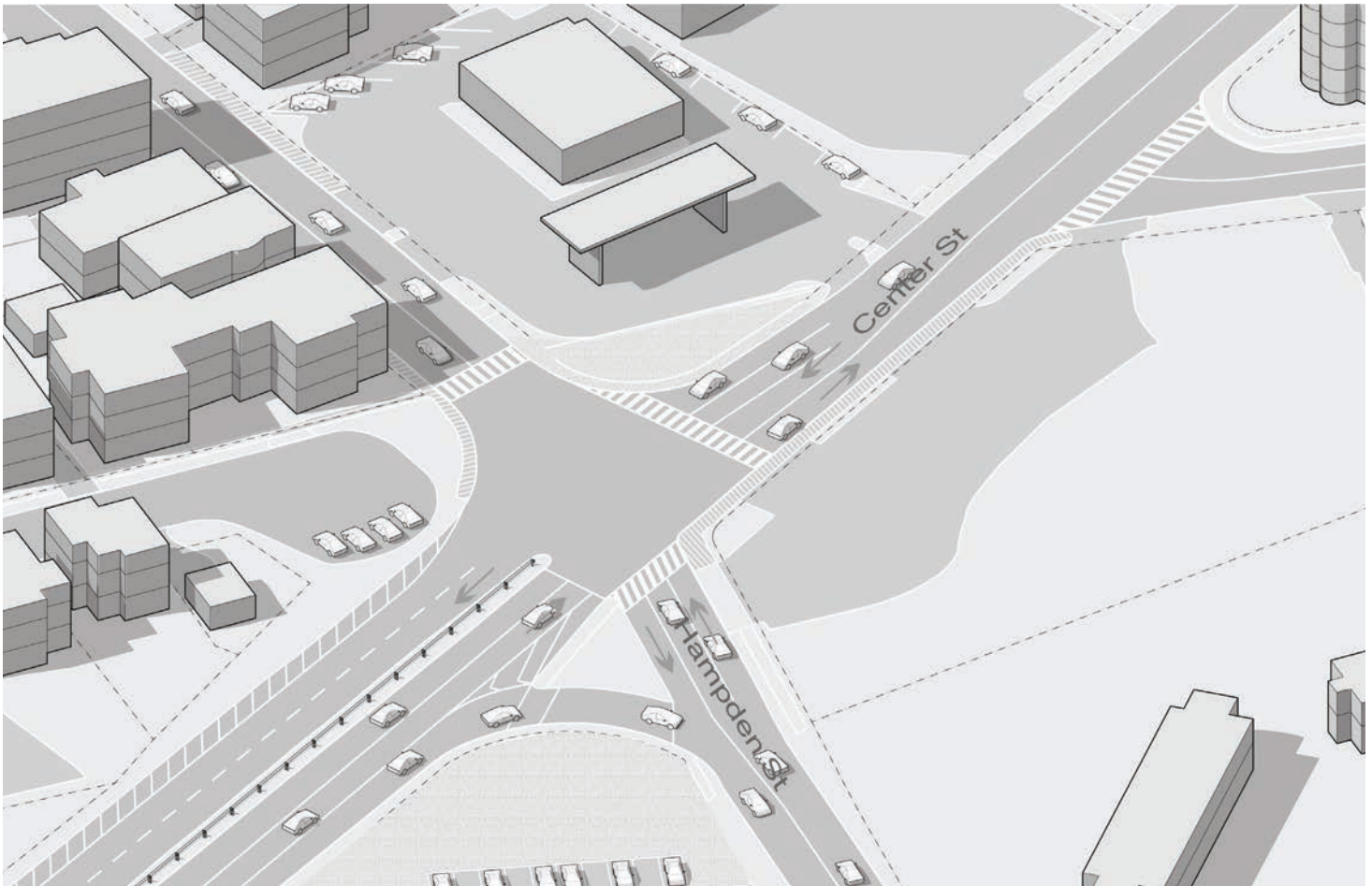
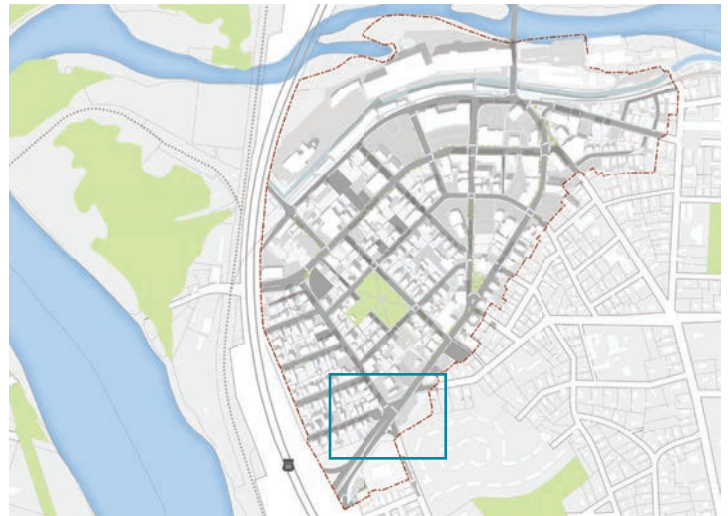


Center and Hampden Street intersection from southern side of Center Street.



Center and Hampden Street intersection.



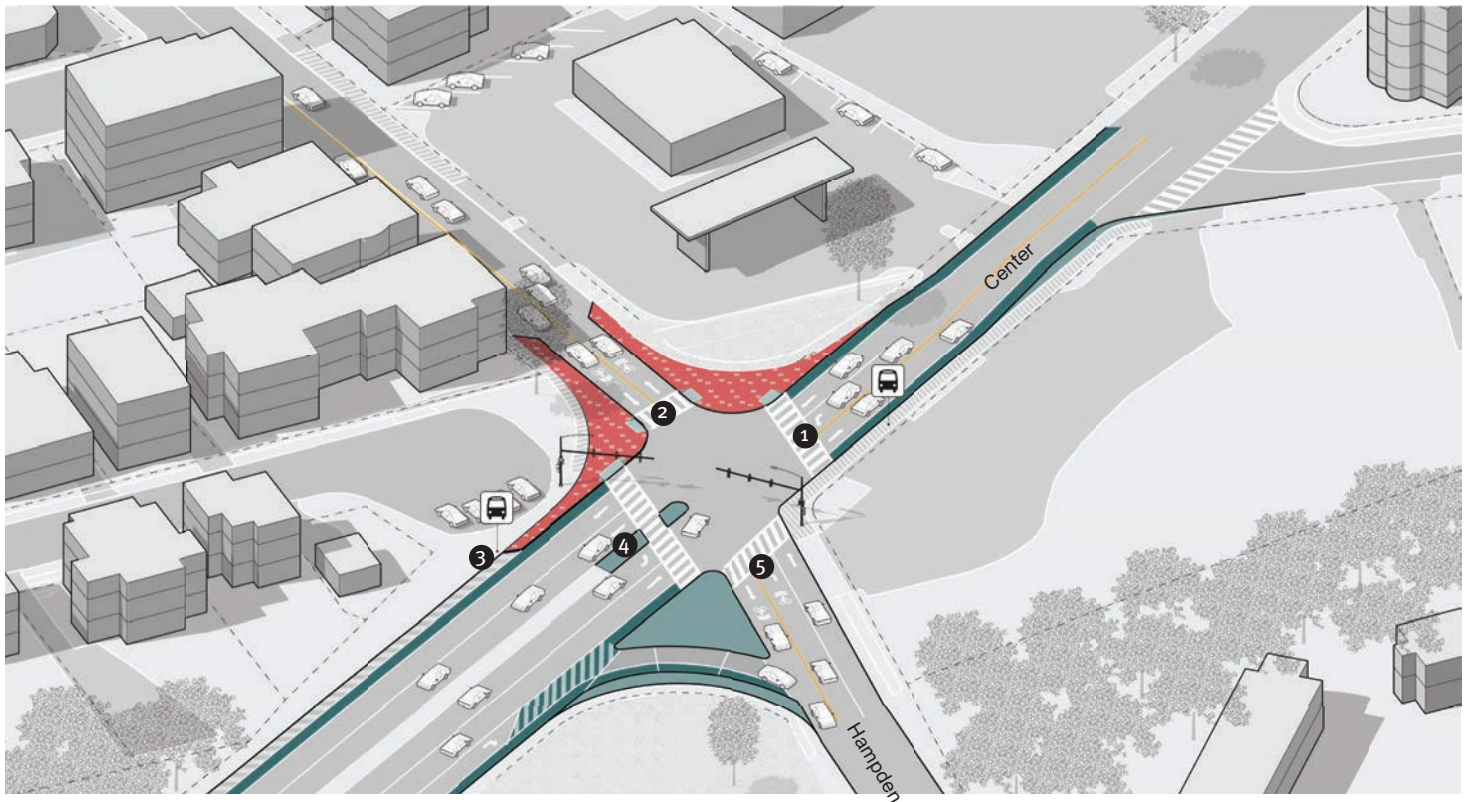
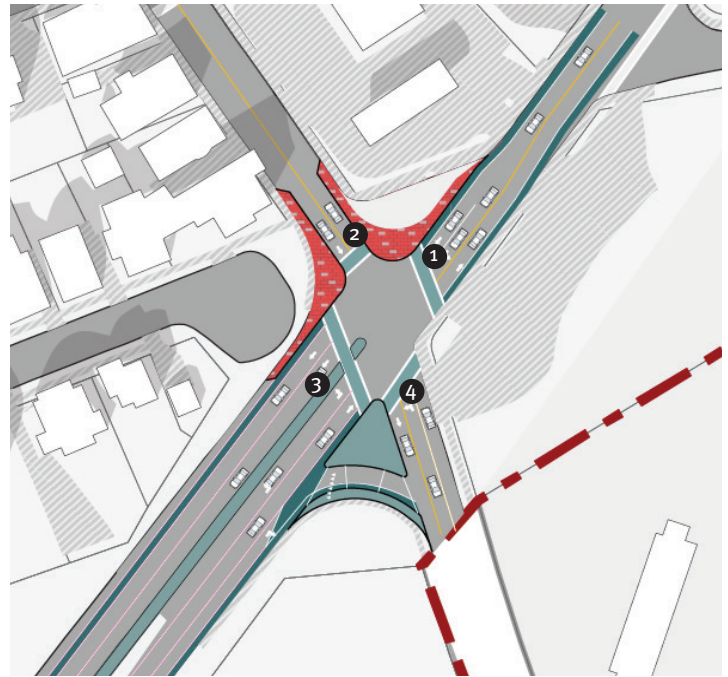


Existing Center and Hampden street intersection.

# Center and Hampden Long Term Recommendation

This intersection connects the residential neighborhood on the west to Patrick E. Bowe School further up Hampden Street. The proposal creates a safe pedestrian link and transforms Center Street into an urban walkable street.

- ❶ North of Center Street has two travel lanes and one eastbound left-turn lane with 5' bike lanes on both sides.
- ❷ Narrowing the travel lanes to 11' each gives space for curb extensions and a crosswalk across Center Street on the south side.
- ❸ The cross section for south of Center Street includes two southbound lanes, one northbound lane, and an eastbound left turn lane along with 5' bike lanes and a median. The design also recommends removal of the existing rail on the median to reduce the highway like feel of the intersection.
- ❹ West side of Hampden Street maintains two travel lanes and a turn lane.



Long-term option for Center and Hampden Streets.



# District-wide Long Term Strategies

Combining the long-term strategies for the three focus areas creates a continuous two-way traffic network, a cohesive bike network, and a series of robust open spaces. Furthermore, it

creates a downtown-centered walkable urban environment with strong links for people walking at key intersections.



Map showing the long term recommendations for all three focus areas.

# Parking Optimization and Shared Parking

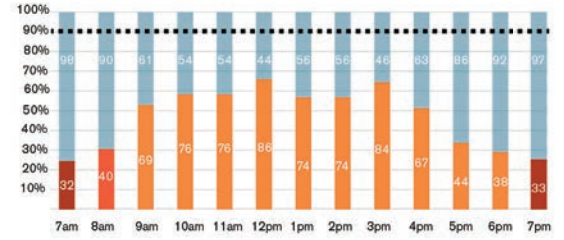
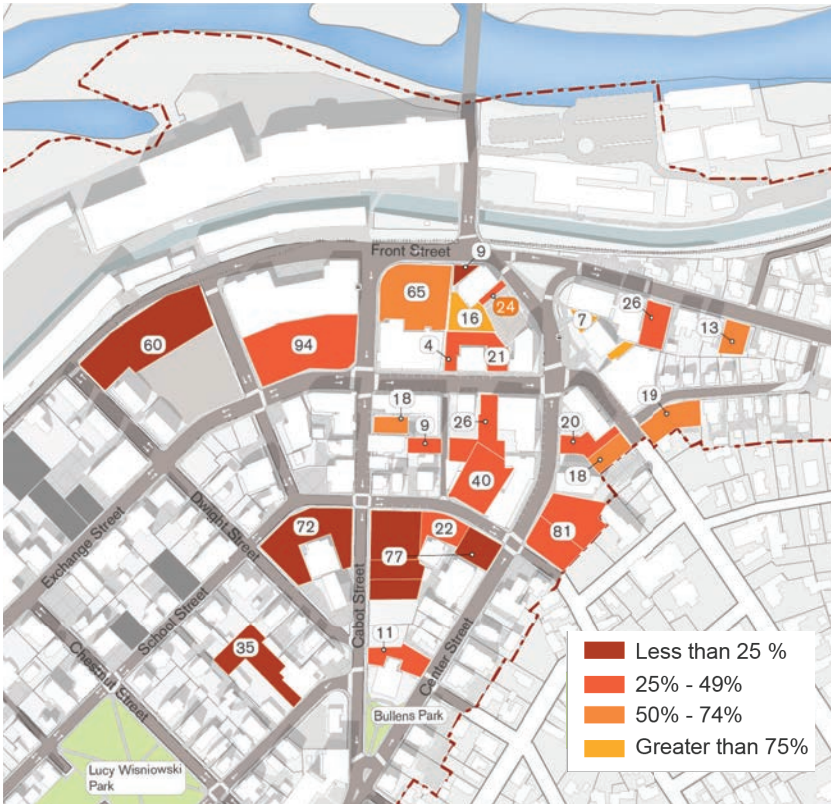
A 2009 Chicopee Parking Study indicates that parking supply is sufficient to satisfy parking demand.

Overall, at the busiest time of day, parking in the Study Area is 47% full. However, common perception indicates an insufficient supply of available parking. The 2009 Report identified 130 public, off-street parking spaces and 679 spaces in private parking lots. With a majority of the downtown parking supply privately owned, this presents both issues and opportunities for more active parking management.

Parking is a key element to support downtown Chicopee. Visible, convenient, and safe parking is needed for employers and employees, customers, residents, and others. Although the Study Area has “enough” parking, the current system could be managed more efficiently to meet existing (and future) needs by:

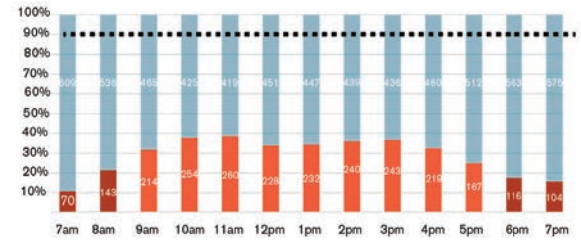
- Better utilizing parking in the “core” for multiple purposes through shared parking management
- Connecting parking lots behind buildings with attractive cut-through alleyway short-cuts
- Introducing visible directional signage and parking lot identification signage
- Clearly designating on-street parking





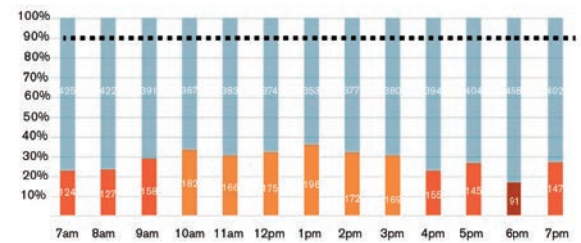
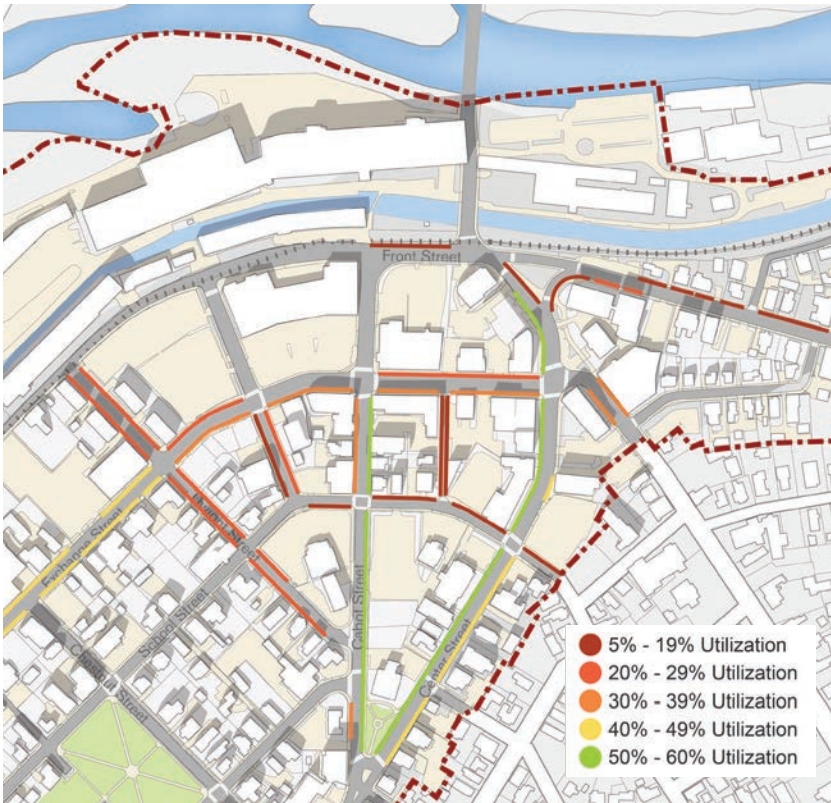
Public off-street parking utilization for the total 130 parking spaces showing at the busiest time of day (12pm), public off-street parking is 66% full (44 spaces are empty).

Source - Chicopee Center Parking Study- 2009



Private off-street parking is busiest at 11am at 38% full.

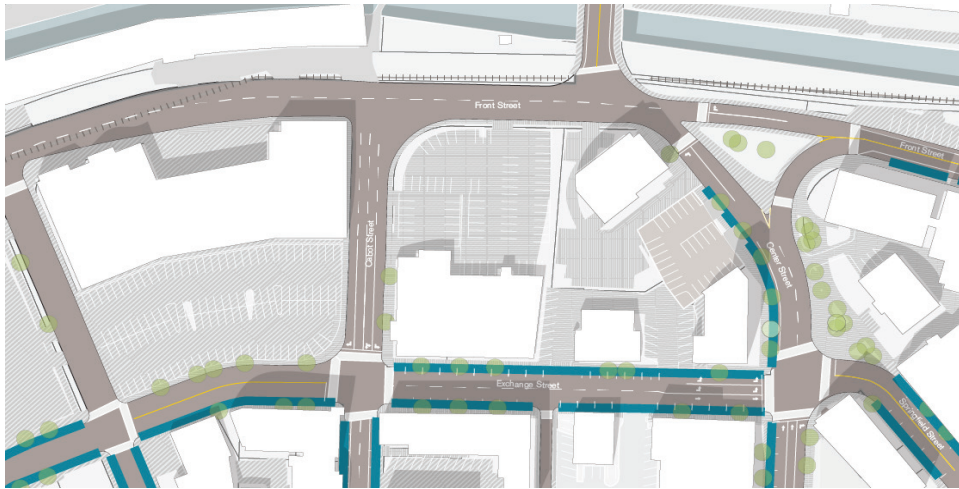
Source - Chicopee Center Parking Study- 2009



On-street parking utilization for the total 549 parking spaces shows that although some blocks are busier than others, overall, on-street parking is 36% at the busiest time of day, leaving more than 350 parking spaces unused.

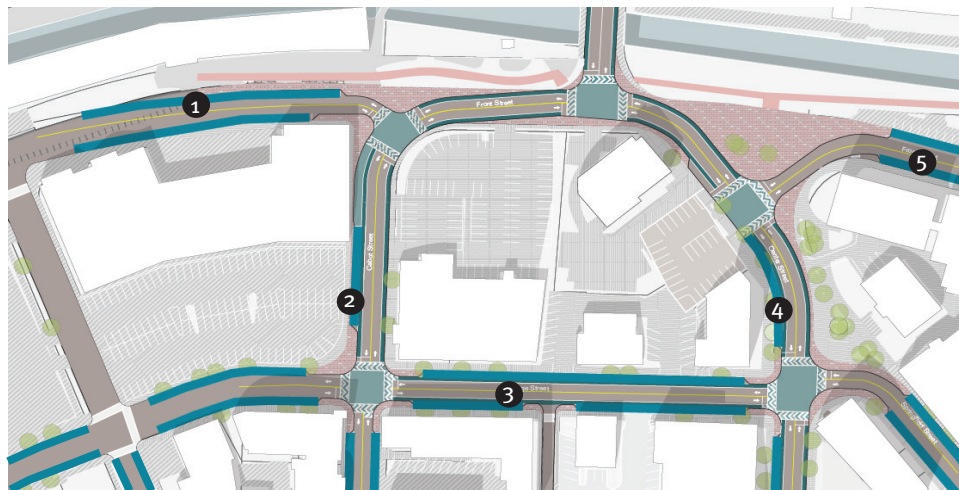
Source - Chicopee Center Parking Study- 2009

## Efficient On-street Parking



Existing on-street parking map.

Wide streets can be reconfigured to allow up to 22 additional parking spaces within the existing right-of-way in the downtown core area as represented in the adjacent map.



Proposed long-term on-street parking additions.

- ① Add on-street parking on both sides of Front Street west of Cabot Street. (+24 spaces)
- ② Add on-street parking on Cabot Street between Front and Exchange south of the bus stop; retain the on-street parking south of Exchange Street. (+4 spaces)
- ③ Continue on-street parking on Exchange Street west of Cabot Street.
- ④ Retain on-street parking on the west side of Center Street.
- ⑤ Change the head-in perpendicular parking on Front Street to be parallel on both sides. (-6 spaces)

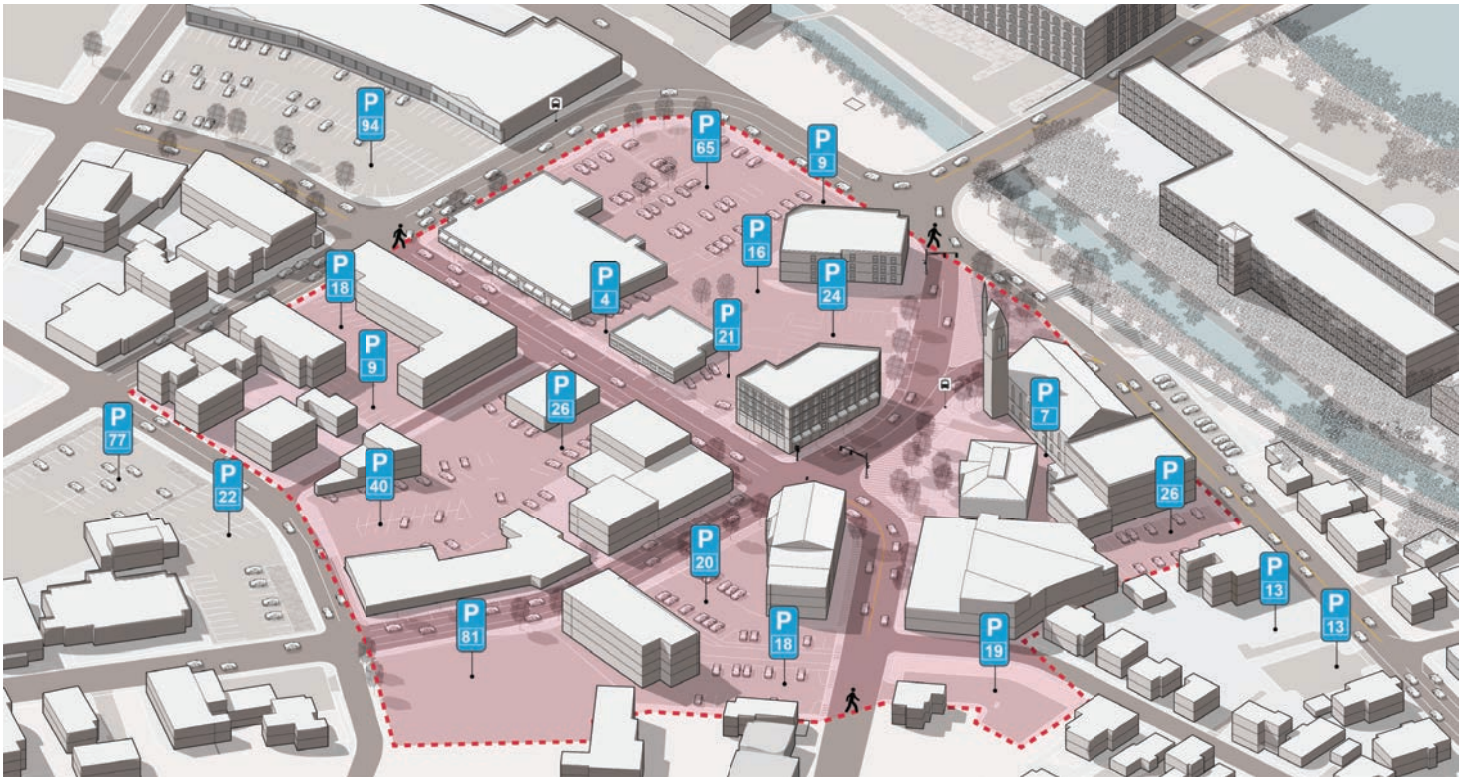


## Shared Parking Management

The actual demand for parking varies by use throughout the day: office space generates parking demand during traditional business hours; parking for residential housing is often highest overnight as many residents use their cars during the day; and the parking demand generated by restaurants is highest during meal times. If parking is shared by multiple uses, the aggregated parking demand by time of day is lower than if parking is divided between individual uses.

A shared parking program in Downtown Chicopee is of benefit to the existing businesses as well as key to attracting new businesses. The City can play an active role in brokering agreements, as well as permitting private entities to work together to share parking. This practice has several benefits:

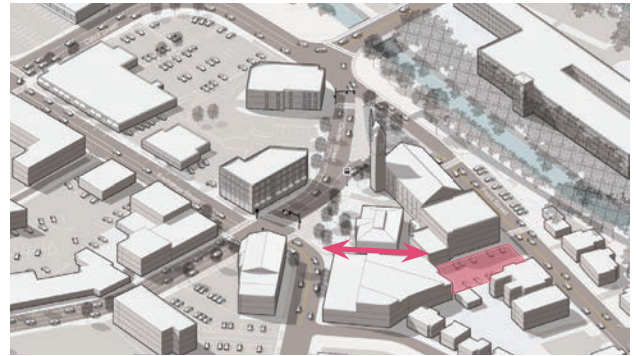
- » Valuable Downtown Chicopee real estate can be used for more active uses than parking
- » Developments do not need to provide as much dedicated parking, increasing affordability
- » Parking can be located closer to more destinations
- » Centralized facilities are easier for customers to navigate
- » Reduced traffic congestion from minimizing the number of parkers hunting for the space - or shuffling their car
- » Reduced need to build additional public parking lots in support of future downtown developments.



Available parking lots within 5 min walking distance in Downtown Chicopee.

# Placemaking and Wayfinding Pilot Site 1

The alleyway on Springfield Street adjacent to the former Chicopee Public Library building presents a pedestrian link to the public parking lot on Front Street. Attractive, convenient, and direct connections can help “open up” more parking. Simple signage, paint, and landscaping can transform this and similar alleyways into great spaces plus pedestrian linkages.



Location of alleyway in Downtown Chicopee.



Existing conditions of entrance to the alleyway.

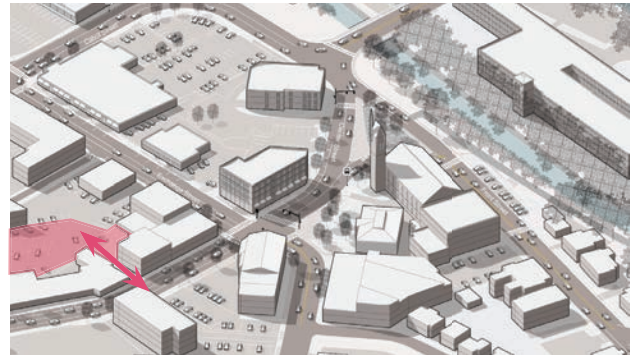


Proposed alleyway with wayfinding signage and landscape.



# Placemaking and Wayfinding Pilot Site 2

With appropriate signage and well-designed lighting, paving patterns and seating, the alleyway adjacent to the Chicopee Department of Veterans' Services on Center Street can be a pedestrian link to the parking lots on the other side.



Location of alleyway in downtown Chicopee.

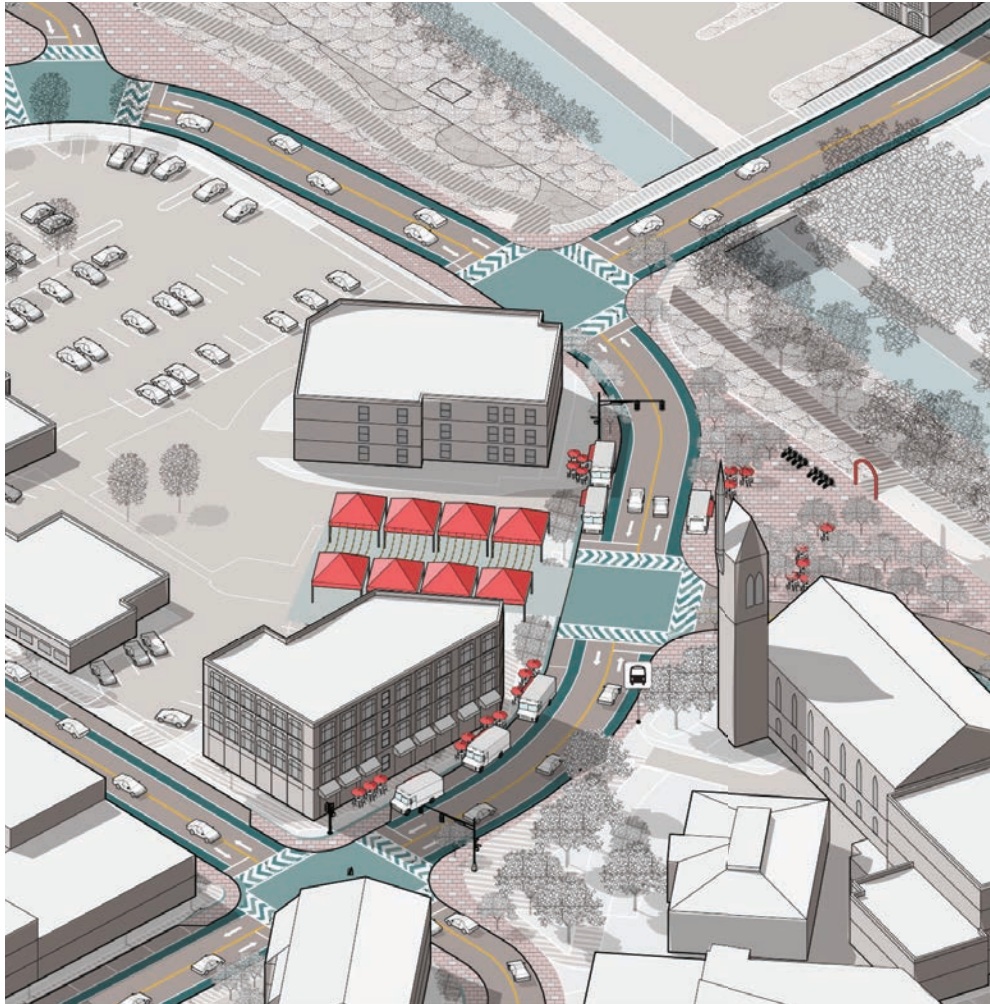


Existing conditions of entrance to the alleyway.



Proposed alleyway with parking signage, interesting paving patterns and lighting.

# Placemaking Opportunities



The City Hall Plaza along with the surrounding improved streetscape forms a major open space for hosting public events, farmers markets, and food trucks.

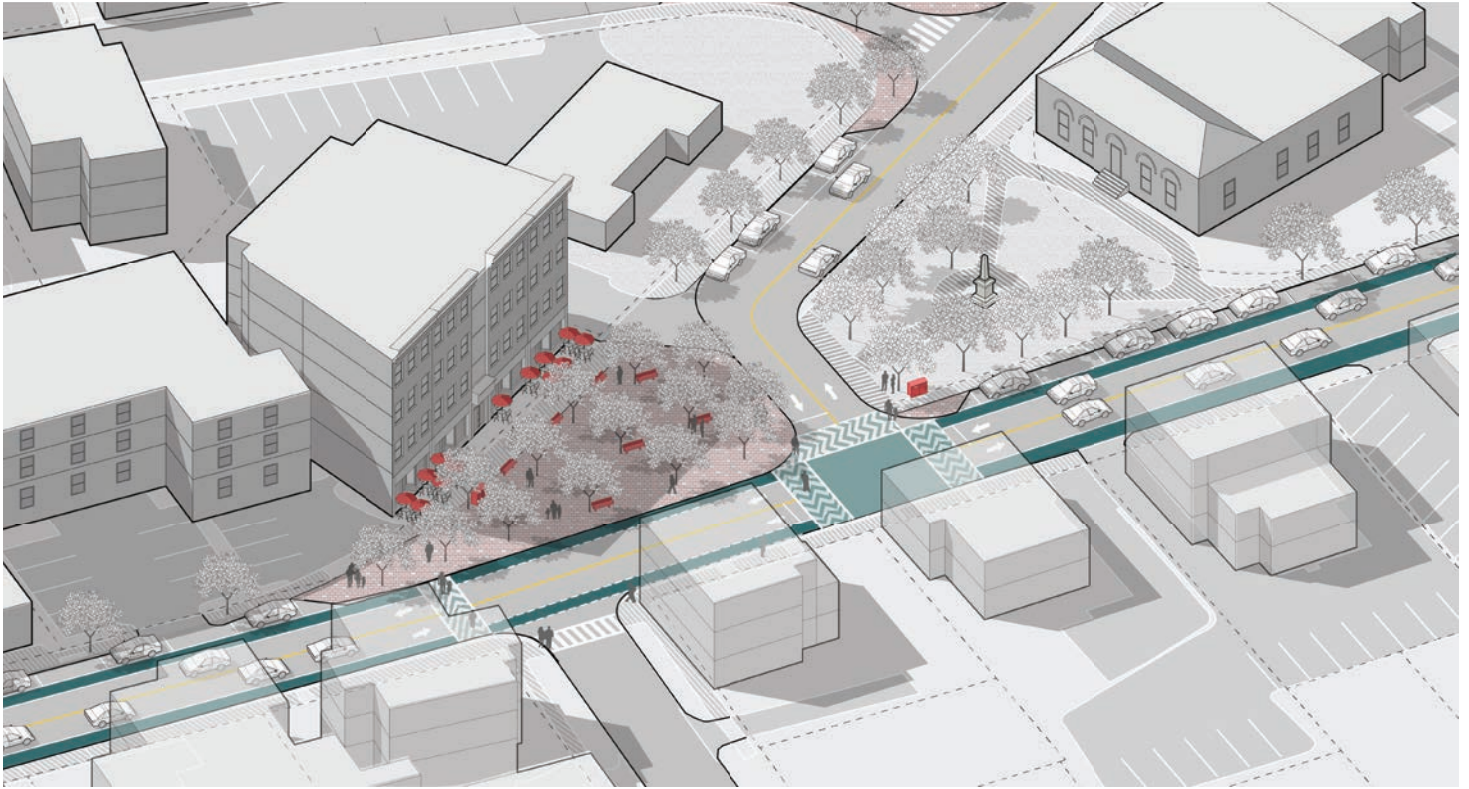
The realignment of curbs in the West End creates an opportunity to carve out a hierarchy of open spaces. This helps build a network of open spaces within the neighborhood, which can become part of a larger open space and connectivity system. The hierarchy helps support multiple outdoor activities. This will elevate the quality of the public realm and contribute to the lives of residents, workers, property owners, and visitors.

## City Hall Plaza

The proposed City Hall Plaza forms a continuous open space connecting to the

waterfront. It directly connects with the Chicopee Riverwalk and Bikeway and extends to the bridge providing a link to the other side of the riverwalk. The proposed plaza forms an easily accessible and cohesive open space, and it also forms a perfect location for hosting events, food trucks, block parties, and farmers markets. Integrating the plaza with the parking lot in front, on Center Street, creates a large enough open space for accommodating multiple activities as a part of any event. The plaza is also located within easy walking distance from significant parking assets.





Bullens Park and the new plaza, which can accommodate landscape, seating, and spillover cafe seating.

### **Bullens Park and Plaza**

This proposed plaza at the intersection of Center Street and Cabot Street is the result of realigning the curbs to form two distinct T-intersections. The new alignment takes over the tip of the existing triangular Bullens Park, preserving the existing larger trees, and in turn carves out a plaza space across the street that could be a combination of hardscape, soft plantings, and outdoor seating.

# Implementation

## Timing and Coordination

Each of the recommended projects within this study, from the short-term “tactical urbanism”-like projects to the long-term curb realignments and new public spaces, have the overall goal of creating a lively, walkable environment in Chicopee’s West End. They are predicated on undoing street patterns set in place during the urban renewal era, and turning the West End into a place welcoming for all people to live, work, shop, and eat. The recommended projects can be achieved through a combination of the short-term and long-term strategies described within this study.

Perhaps the most critical challenge is coordinating these efforts over the years to come, keeping the goals and vision in mind. Over the next decade or so, as the City undertakes significant investment in its infrastructure through the ambitious sewer separation project, the opportunity exists to “piggyback” on the sewer project to improve the public realm and streetscape. Through targeted investments, the City can significantly improve vehicular and pedestrian circulation, the public realm, and the visual perception and experience of Chicopee. This is a rare opportunity for a city to coordinate projects and realize city-changing improvements; strong leadership and vision are necessary to see this to fruition.

Key next steps are to:

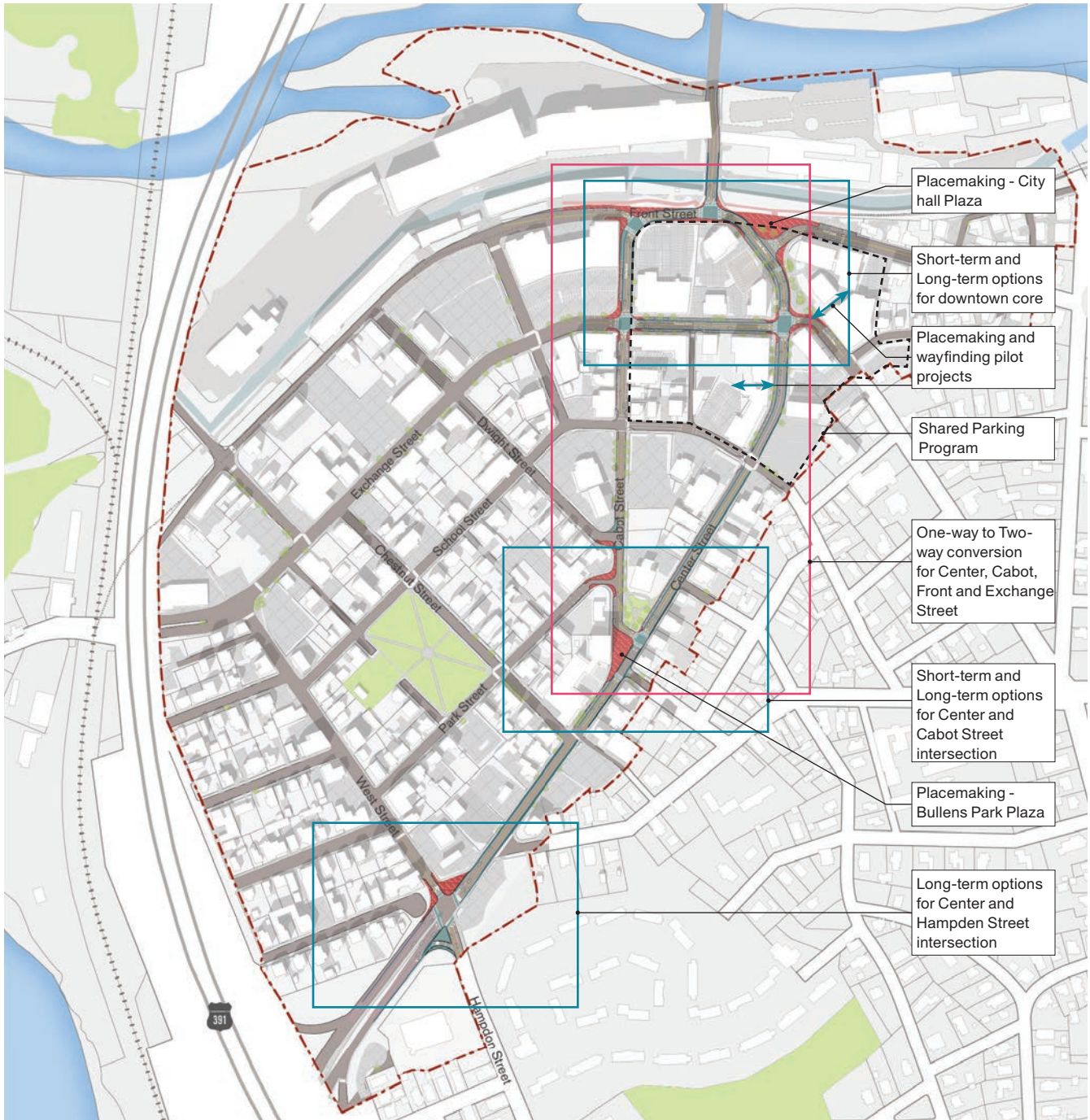
- Conduct a traffic study about the proposed design recommendations
- Fund the design of the proposed recommendations, following the traffic study—this may include some short-term approaches and long-term design changes
- Implement any short-term traffic pattern or streetscape changes to “test” the proposed designs and demonstrate that Downtown Chicopee is changing
- Identify funding sources, such as MassWorks grant
- Sync streetscape design and construction timeline with the sewer project
- Coordinate with Lyman Mills developer; reach out to Cabotville owner
- Coordinate downtown improvements with the extension of the Canal Walk on Front St.
- Continue to fund and organize activities like the block party to keep the public focus on downtown;
- Work with the Chamber and local businesses and property owners

Through strong local, regional, and state partnerships, and careful coordination with the sewer project, the City can achieve much of this vision in the near future.



View from Front street looking east towards Davitt Bridge, Front and Center intersection.

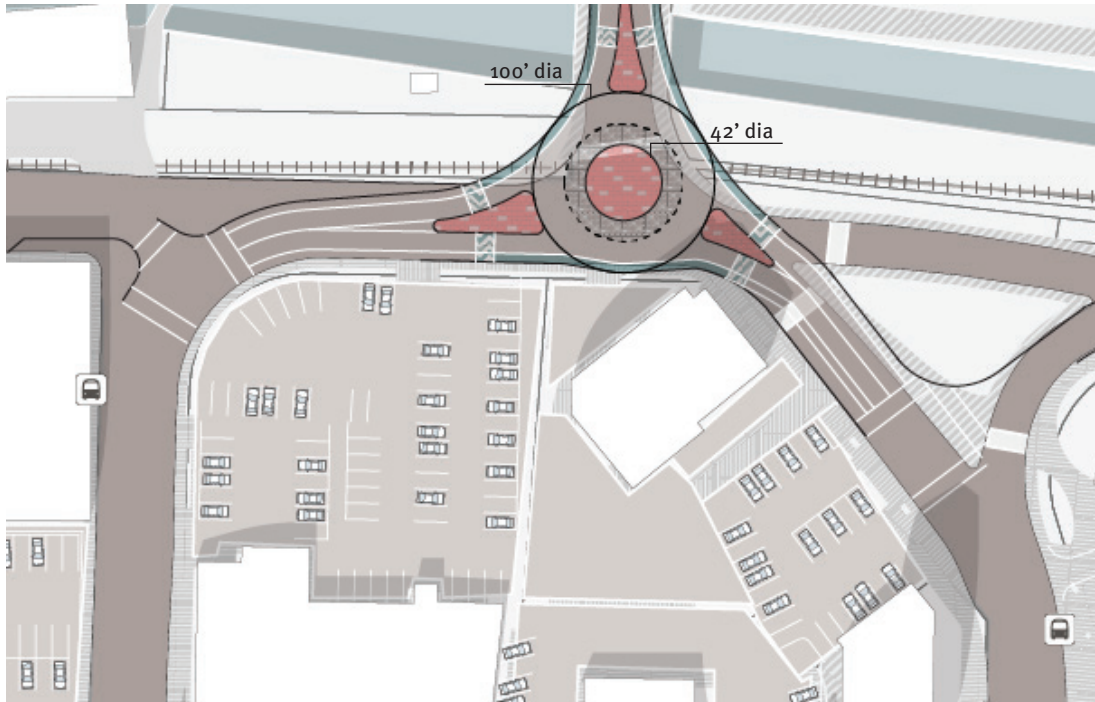




Map showing recommendations and projects within the Study Area.

# Appendix

## Downtown Roundabout Option



Roundabout option tested at the Davitt Memorial Bridge, Front and Center Street Intersection

Throughout the project, the team tested many concepts at various intersections for their feasibility. These concepts as well as initial traffic feasibility were shared with city staff and stakeholders. Roundabouts - small, unsignalized, circular intersections, where traffic flows continuously in one direction - were a popular strategy with stakeholders. The team further evaluated the feasibility of a single-lane roundabout at multiple locations in the Study Area. Conceptual review indicates that the geometry needed per MassDOT guidelines is not a practical option within the public right-of-way and does not offer the same downtown benefits as the preferred scenarios.

In summary, the team:

- » Evaluated roundabouts at Front and Center Streets (at foot of Davitt Memorial Bridge) and Center and Cabot Streets
- » Reviewed MassDOT geometries for arterial and collector roundabouts at both intersections
- » Arterial roundabouts do not fit; collector roundabouts are too tight to be a practical option
- » Roundabouts in these locations consume large footprints, do not directly support the goals set out for downtown, limit the value of adjacent parcels, and reduce the potential to create more public/civic space



# Wayfinding and Signage Precedents

## Wayfinding Signage

Clear and consistent wayfinding systems enable travelers to navigate the business district independent of mobile devices or physical maps. Visitors, in particular, benefit from wayfinding systems. The information they provide increases visitor level of comfort and confidence in visiting and traveling around a new city. *Consistency in design standards and use is critical for wayfinding clarity.*

## Before Arrival

Vehicle-oriented wayfinding is used on key corridors of entry into business districts to guide motorists from surrounding highways or other access points. This combined with signage in downtown to leads the driver to his/her destination. Parking wayfinding accompanies destination wayfinding to seamlessly guide motorists to the public parking facility nearest to their final destination.

## At Arrival

The most basic form of wayfinding is the street sign. Often forgotten, street signs are essential for locals and visitors to get around the city efficiently. Missing, blocked, or unreadable signs are a source of frustration for travelers. In addition, identification signage at parking lot entries is key for visitors.

## During Your Stay

Pedestrian-oriented wayfinding is generally concentrated within the commercial areas of a business district. This type of signage leads to the various commercial districts and key landmarks, cultural assets and other destinations within them. On-street maps give pedestrians an opportunity to orient themselves and discover other destinations within the business district. Pedestrian-scale

wayfinding may direct parkers back to their cars after a visit.

Signs should be clear and concise with limited text in order to be quickly read, comprehended, and reacted to. Signs should be designed for use by the intended audience. Vehicle-oriented signs shall have larger letters while pedestrian-oriented signs may use a smaller font size.

Pedestrian-oriented signs should be mounted at pedestrian eye level while vehicle-oriented signs should be mounted higher. Vehicle signs should be reflective to increase legibility at night while pedestrian-oriented signs may be otherwise illuminated.

Signage should be accurate and kept up to date. Inaccurate or outdated signs serve as a detriment to downtown navigation. Signs intended only for pedestrians, should be inconspicuous to motorists in order to avoid confusion. Pedestrian signs may indicate a route available for motorists due to one-way street operations or other factors.



# Shared Parking Precedents and Best Practices

## What is shared parking? What types of shared parking agreements exist?

Shared parking makes parking spaces accessible rather than reserved for a particular group. These opportunities typically occur between a public and private entity, or multiple private entities. However, shared parking can get complicated, as there are multiple types of arrangements:

- » Private leases to public entity
- » Public leases to private entity
- » Private leases to private entity
- » Public allows other public entity
- » Private sells to public entity
- » Public sells to private entity
- » Public requires private entity
- » Public incentivizes private entity
- » Private funds public entity
- » Joint development entity
- » Others

The most common shared public-private parking agreements allow owners of private parking lots, which often serve customers within a specific timeframe, to open their parking lots to the public during other times. This can benefit the community, as it provides additional parking without the city having to construct it. It can also benefit the private lot owner, because if parking charges are collected, the owner can collect some or all of the revenue.

Property owners use a variety of arrangements:

- » facilities made available to the public at all times
- » facilities usually made available to the public at all times, but enough capacity is reserved to ensure space for monthly permit holders
- » spaces rented to the public only when the businesses in the

building are closed (reserving the facilities for employees and customers)

- » spaces rented to the public only on a long-term basis (e.g. month-to-month), in order to minimize security concerns about access to locked garages.

There are many considerations before entering into the simplest of shared parking agreements. Considerations range from the content included (or not included) in agreements, to short and long term considerations of entering into an agreement. Most common terms included in a shared parking agreement include:

- » Term and Extension
- » Use of Facilities (location, times, users, etc.)
- » Maintenance (responsible parties, categories, cost share)
- » Operations (responsible parties, revenue allocation, customer service, etc.)
- » Utilities and Taxes (responsible parties, cost share)
- » Signage
- » Enforcement/Security (type, responsible parties, etc.)
- » Cooperation/Communication
- » Improvements (rights, cost share, duration, etc.)
- » Insurance
- » Indemnification (during times of control; parties, litigation cost share)
- » Termination/Cancellation

Sample shared parking agreements are included in this Appendix.





## 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.]

Please return to: Administrative Staff, Cary Planning Department, P.O. Box 2008, Cary, NC 27512-8005

**STATE OF NORTH CAROLINA  
COUNTY OF WAKE**

**SAMPLE  
Shared Parking Agreement**

This Shared Parking Agreement ('Agreement') entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_ by and between \_\_\_\_\_, whose address is \_\_\_\_\_, and Parcel Identification Number (PIN) is \_\_\_\_\_ ('Lessor') and \_\_\_\_\_, whose address is \_\_\_\_\_, and Parcel Identification Number (PIN) is \_\_\_\_\_ ('Lessee').

1. To relieve traffic congestion in the streets, to minimize any detrimental effects of off-street parking areas on adjacent properties, and to ensure the proper and uniform development of parking areas throughout the Town, the Town of Cary Land Development Ordinance ('LDO') establishes minimum number of off-street parking and loading spaces necessary for the various land uses in the Town of Cary; and
2. Lessee owns property at \_\_\_\_\_, Cary, N.C. ('Lessee Property') which property does not have the number of off-street parking spaces required under the LDO for the use to which Lessee Property is put; and
3. Lessor owns property at \_\_\_\_\_, Cary, N.C. ('Lessor Property') which is zoned with the same or more intensive zoning classification than Lessee Property and which is put to a use with different operating hours or different peak business periods than the use on Lessee Property; and
4. Lessee desires to use some of the off-street parking spaces on Lessor Property to satisfy Lessee Property off-street parking requirements, such shared parking being permitted by the Town of Cary LDO, Section 7.8.3; and
5. Town LDO requires that such shared use of parking spaces be done by written agreement.

NOW THEREFORE, in consideration of the premises and the information stated above, the parties agree as follows:



1. SHARED USE OF OFF STREET PARKING FACILITIES

Per Section 7.8.2, Town of Cary Land Development Ordinance (Off-Street Parking Space Requirements), Lessor is required \_\_\_\_\_ off-street parking spaces and has \_\_\_\_\_ existing off-street parking spaces, which results in an excess of \_\_\_\_\_ off-street parking spaces. Lessee is required \_\_\_\_\_ off-street parking spaces and has \_\_\_\_\_ existing off-street parking spaces.

Lessor hereby agrees to share with Lessee a maximum of \_\_\_\_\_ off-street parking spaces associated with Lessor's Property, which is described in more detail on Attachment 1, attached hereto and incorporated herein by reference ('Shared Spaces').

Lessee's interest in such parking spaces is non-exclusive. The Lessee's shared use of parking shall be subject to the following:

*[describe the time, days etc of the use and the nature of the shared use, limits on time vehicles may be parked, etc.]*

2. TERM

This Agreement shall be effective upon execution by both parties and shall be accepted by the Planning Director and shall not be amended and/or terminated without written consent of both parties and the Cary Planning Director, or his/her designee.

3. SIGNAGE

Directional signage in accordance with Chapter 9, Town of Cary Land Development Ordinance and the written approval of Lessor may be added to direct the public to the shared parking spaces.

4. COOPERATION

The parties agree to cooperate and work together in good faith to effectuate the purpose of this Agreement.

5. SUPPLEMENTAL COVENANTS

No private agreement shall be entered into that overrides this agreement.

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

\_\_\_\_\_  
(Lessor)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Lessee)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Planning Director)

\_\_\_\_\_  
(Date)

\_\_\_\_\_ COUNTY, NORTH CAROLINA

**SWORN TO AND SUBSCRIBED** before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

(Official Seal)

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_ COUNTY, NORTH CAROLINA

**SWORN TO AND SUBSCRIBED** before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

(Official Seal)

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
My Commission Expires





**THE CITY OF SAN DIEGO**

RECORDING REQUESTED BY:  
**THE CITY OF SAN DIEGO**  
AND WHEN RECORDED MAIL TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(THIS SPACE IS FOR RECORDER'S USE ONLY)

**SHARED PARKING AGREEMENT**

This SHARED PARKING AGREEMENT ("Agreement") is entered into and effective \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, \_\_\_\_\_ and the City of San Diego.

**RECITALS**

WHEREAS, pursuant to sections 142.0535 and 142.0545 of the Land Development Code, the City of San Diego specifies criteria which must be met in order to utilize off-site shared parking agreements to satisfy on-site parking requirements.

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the parties as herein expressed, \_\_\_\_\_, \_\_\_\_\_ and the City of San Diego agree as follows:

1. \_\_\_\_\_ the owner of the property located at \_\_\_\_\_, agrees to provide \_\_\_\_\_ the owner of the property located at \_\_\_\_\_ with the right to the use of (\_\_\_\_) parking spaces \_\_\_\_\_ from \_\_\_\_\_ as shown on Exhibit A to this Agreement on property located at \_\_\_\_\_.

1.1 Applicant: \_\_\_\_\_ Co-Applicant: \_\_\_\_\_  
Assessor Parcel No: \_\_\_\_\_ Assessor Parcel No: \_\_\_\_\_  
Legal Description: \_\_\_\_\_ Legal Description: \_\_\_\_\_  
\_\_\_\_\_

- 2. The parking spaces referred to in this Agreement have been determined to conform to current City of San Diego standards for parking spaces, and the parties agree to maintain the parking spaces to meet those standards.
- 3. The Parties understand and agree that if for any reason the off-site parking spaces are no longer available for use by \_\_\_\_\_, \_\_\_\_\_ will be in violation of the City of San Diego Land Development Code requirements. If the off-site parking spaces are no longer available, Applicant will be required to reduce or cease operation and use of the property at Applicant's address to an intensity approved by the City in order to bring the property into conformance with the Land Development Code requirements for required change for required parking. Applicant agrees to waive any right to contest enforcement of the City's Land Development Code in this manner should this circumstance arise.

Although the Applicant may have recourse against the Party supplying off-site parking spaces for breach of this Agreement, in no circumstance shall the City be obligated by this agreement to remedy such breach. The Parties acknowledge that the sole recourse for the City if this Agreement is breached is against the Applicant in a manner as specified in this paragraph, and the City may invoke any remedy provided for in the Land Development Code to enforce such violation against the Applicant.

**Continued on Page 2**

- 4. The provisions and conditions of this Agreement shall run with the land for those properties referenced in paragraph 1 of this document and be enforceable against successors in interest and assigns of the signing parties.
- 5. Title to and the right to use the lots upon which the parking is to be provided will be subservient to the title to the property where the primary use it serves is situated.
- 6. The property or portion thereof on which the parking spaces are located will not be made subject to any other covenant or contract for use which interferes with the parking use, without prior written consent of the City.
- 7. This Agreement is in perpetuity and can only be terminated if replacement parking has been approved by the City's Director of the Development Services Department and written notice of termination of this agreement has been provided to the other party at least sixty (60) days prior to the termination date.
- 8. This Agreement shall be kept on file in the Development Services Department of the City of San Diego in Project Tracking System (PTS) Project Number: \_\_\_\_\_ and shall be recorded on the titles of those properties referenced in paragraph 1 of this document.

In Witness whereof, the undersigned have executed this Agreement.

\_\_\_\_\_  
Applicant

Date: \_\_\_\_\_

\_\_\_\_\_  
Deputy Director

Business and Process Management, Development Services

\_\_\_\_\_  
Party/Parties Supplying Spaces

Date: \_\_\_\_\_

Date: \_\_\_\_\_

NOTE: ALL SIGNATURES MUST INCLUDE NOTARY ACKNOWLEDGMENTS PER CIVIL CODE SEC. 1180 ET.SEQ.

Reset Button Page 2



## 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