#### TOWN OF NORTHBRIDGE BOARD OF SELECTMEN'S MEETING NORTHBRIDGE TOWN HALL 7 MAIN STREET - WHITINSVILLE, MA 01588 June 7, 2021 at 7:00 PM

#### PLEDGE OF ALLEGIANCE

#### **REORGANIZATION OF THE BOARD OF SELECTMEN:**

1) Town Manager asks for Nominations for Chairman

2) Chairman asks for Nominations for Vice-Chairman

3) Chairman asks for Nominations for Clerk

- I. APPROVAL OF MINUTES
- II. PUBLIC HEARING
- III. APPOINTMENTS/By the Board of Selectmen

#### IV. CITIZENS' COMMENTS/INPUT

#### V. DECISIONS:

A. Bond Anticipation Note -1) Department of Public Works Facility in the amount of \$1,750,000 2) Lasell Field Turf Project in the amount of \$1,775,000/Vote to sign/**Present**: Neil Vaidya, Town Accountant and Julie Harris, Treasurer/Collector

**B.** Whitin Community Center/Request to hang a banner across Church Street from August 8, 2021 to August 22, 2021 to advertise their Cars in the Park event to be held on Saturday, August 21, 2021

**C.** Blackstone Valley Regional Recycling Center/Vote to renew the Intermunicipal Agreement for Recycling Services and the License Agreement between the Town of Northbridge and the Blackstone Valley Regional Recycling Center for the period of July 1, 2021 to June 30, 2022

#### VI. DISCUSSIONS:

D. Shining Rock - Jersey Barrier replacement/Present: Ken Marino, Resident

E. Rockdale TIP Project Update/Present: James Shuris, DPW Director and HSH Design Team

#### VII. TOWN MANAGER'S REPORT

#### VIII. SELECTMEN'S CONCERNS

#### IX. ITEMS FOR FUTURE AGENDA

#### X. CORRESPONDENCE

#### XI. EXECUTIVE SESSION

Town Clerk: 2 Hard copies	
Web: Post time-stamped copy	

# A.

Town of Northbridge, Massachusetts Form of Board of Selectmen's Vote

VOTED: To award the sale of \$3,525,000 Bond Anticipation Notes dated June 25, 2021 payable June 24, 2022 to Oppenheimer & Co. at a rate of 1.00%



Fitness. Family. Community.



May 20, 2021

Mr. Adam Gaudette Town Manager 7 Main Street Whitinsville, MA 01588

Re: Request To The Board Of Selectman To Hang A Banner Across Church Street

Dear Adam,

Cars In The Park is one of the largest events we host at the Whitin Community Center and it brings a fun and engaging community event to the Blackstone Valley for all ages and backgrounds to enjoy while showcasing one of the uses of our beautiful park. This year will mark our 7th Annual car, truck and motorcycle show to take place on August 21, 2021 from 10:00am-4:00pm held in our 7.5 acre Whitin Park, with Best In Show, 25 Trophies, Door Prizes, 50/50 & Raffles, Show Dash Plaques (for the first 50 pre-registered vehicles), Event Vendors, Food Trucks, Kids Activities, Music, Entertainment & more!

Money raised from this fundraising event will go directly to supporting the Whitin Community Center, a non-profit 501(c)(3) organization, that is committed to the health and well-being of individuals and families and to building a strong community in the Blackstone Valley.



We are respectfully requesting permission to hang a banner for this event across Church Street. The banner would be 25' x 3' and the wording on the banner would be "Annual W.C.C.'s "CARS In The PARK" Aug 21 Food\*Fun". We would like to hang the banner from August 9 - 4 August 23 if at all possible.

aa

We cannot do this event successfully without the care and support from our community. Please feel free to contact Sarah Lawson with any questions and/or concerns you may have regarding Cars In The Park at <u>Sarah.Lawson@OurGym.org</u> or 508.234.8184. On behalf of all of us here at the WCC, we would like to express out heartfelt appreciation for your consideration.

Sincerely. hu than Elte

Heather Elster Executive Director

Fitness. Family. Community.

Annual





DONATION AS OF 7.21

CARS IN THE PARK IS AN EVENT OF THE WHITIN COMMUNITY CENTER. A 501(C)(3) NON-PROFIT ORGANIZATION.





# ПUGUST 215T 10:00AM - 4:00PM

FOOD TRUCKS • ENTERTAINMENT • VENDORS 25 TROPHIES • KIDS ACTIVITIES • RAFFLES

60 MAIN ST. WHITINSVILLE, MA 01588 | 508.234.8184 WWW.WHITINCOMMUNITYCENTER.COM





# C.1.

#### AGREEMENT FOR RECYCLING SERVICES BETWEEN <u>THE TOWN OF NORTHBRIDGE</u> <u>and</u> <u>THE BLACKSTONE VALLEY REGIONAL RECYCLING CENTER</u>

This AGREEMENT is made as of the <u>7th</u> day of <u>June</u>, 2021 by and between the TOWN OF NORTHBRIDGE, acting by and through its Board of Selectmen (hereinafter referred to as "Northbridge"), with an address of 7 Main Street, Whitinsville, Massachusetts 01588, and the BLACKSTONE VALLEY REGIONAL RECYCLING CENTER, acting by and through the Board of Selectmen of the Town of Blackstone (hereinafter referred to as "Blackstone"), with an address of 15 St. Paul Street, Blackstone, Massachusetts 01504.

WHEREAS, Blackstone was established as, a regional solid waste recycling program, and has been authorized to enter into agreements with other cities, towns and districts for said purpose in accordance with section 8H of Chapter 40 of the General Laws by vote of the Town of Blackstone at the May 2007 Annual Town Meeting; and

WHEREAS, Blackstone and Northbridge are desirous of entering into an agreement under which Blackstone performs solid waste recycling services for Northbridge; and

WHEREAS, Chapter 40, Sections 4A and 8H of the General Laws of the Commonwealth of Massachusetts enable the parties to enter into such an agreement; and

WHEREAS, the entry into such an agreement by Northbridge has been authorized by vote of the Town at the 2020 Annual Town Meeting pursuant to G.L. c. 40, §4A;

NOW THEREFORE, the parties hereby agree and covenant as follows:

1. Term of Agreement

This Agreement shall be for an initial term of one year commencing on July 1, 2021 and terminating June 30, 2022. The term hereof may be extended for additional one-year periods by affirmative vote, within the then-current term of the Town Meeting.

#### 2. <u>Scope of Services/ Indemnification</u>

Blackstone shall provide collection, transportation, and marketing services for recyclables collected by Northbridge or delivered by residents and designated businesses within the Town of Northbridge. Northbridge shall pay Blackstone seven thousand five hundred dollars (\$7,500.00) annually for this service. In conducting this service, Blackstone shall fully comply with all applicable federal, state, and local laws, bylaws, regulations, and orders of governmental authorities

having jurisdiction, including the Massachusetts Department of Environmental Protection and the Northbridge Board of Health. To the extent permitted by law, Blackstone shall indemnify and hold harmless Northbridge for any and all damages and claims, or liability arising out of any violation on the part of Blackstone of the above referenced laws, bylaws, regulations, and orders.

Pursuant to the terms of the License Agreement referenced in paragraph 3 of this Agreement, Northbridge shall provide snow removal and general maintenance services for the Blackstone Valley Regional Recycling Center facility (hereinafter the "Facility"). In so doing, Northbridge shall fully comply with all applicable federal, state, and local laws, bylaws, regulations, orders of governmental authorities having jurisdiction, and all rules and regulations established by the Facility. To the extent permitted by law, Northbridge shall indemnify and hold harmless Blackstone for any and all damages, claims and/or liability arising out of its failure to provide proper snow removal and/or maintenance, and any violation on the part of Northbridge of the above referenced laws, bylaws, regulations, orders and rules.

#### 3. License Agreement

For the purpose of implementing this Agreement, Northbridge and Blackstone shall enter into a separate License Agreement for use by Blackstone of certain property in the Town of Northbridge owned by Northbridge as a recyclables collection center (the "Collection Center"). A copy of that License Agreement is attached hereto as Exhibit A.

#### 4. Administration

Northbridge may, at its discretion, designate the Northbridge Board of Health, or its designated agent, to monitor, audit, and administer the provisions of this Agreement, in whole or in part, on behalf of Northbridge.

#### 5. <u>Books and Records</u>

Blackstone shall keep records of recyclable wastes collected at the Facility and other locations within the Town of Northbridge pursuant to this Agreement and Northbridge shall have the right to inspect the same. Blackstone shall report, on at least a quarterly basis, the gross tonnages received from Northbridge and Town of Northbridge residents and designated businesses according to type of material.

#### 6. <u>Employees</u>

Blackstone shall use its best efforts to ensure that all vehicle operators employed by it possess and carry valid and applicable commercial driver's license issued by the Commonwealth of Massachusetts, as may be required by applicable law.

#### 7. Equipment

Blackstone shall use its best efforts to maintain all equipment to be used hereunder, including collection vehicles, if any, in good and safe condition and repair throughout the term of this Agreement. Blackstone shall use its best efforts to see that all equipment and vehicles used are at all times clean, in good repair, and kept in a sanitary condition.

#### 8. <u>Insurance</u>

Blackstone shall provide insurance for its employees, agents, equipment and operations, including workers' compensation, commercial general liability and motor vehicle liability in amounts acceptable to Northbridge. Aggregate liability coverage, including umbrella coverage, shall not be less than \$1,000,000. To the extent requested by Northbridge, the commercial general liability and motor vehicle liability policies shall name Northbridge as an additional insured. All policies shall be so written that Northbridge will be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. Blackstone shall provide Northbridge with a certificate(s) of insurance evidencing: the coverage and limits of liability specified above, that Northbridge is an additional insured, and expiration date. Certificates shall be filed with Northbridge before operations under this Agreement begin.

Northbridge shall provide insurance coverage for the premises as specified in the attached License Agreement.

#### 9. <u>Permits, Licenses, and Certificates</u>

Blackstone shall obtain all required permits, licenses, certificates and inspections both permanent and temporary required for the operation of the Collection Center and its services and activities under this Agreement.

#### 10. Monitoring of Work

Blackstone shall use best efforts to faithfully prosecute the services described herein, shall keep the same under its management and control, and shall not assign or sublet the services or any part thereof without the previous written consent of Northbridge. Blackstone shall be responsible for the acts and omissions of its subcontractors and agents, if any, and all persons directly or indirectly employed by Blackstone in connection with the performance of services under this Agreement.

#### 11. Property

Any damage done to public property by Blackstone's personnel during performance of this Agreement shall be promptly repaired or replaced at Blackstone's expense.

Any damage done to property of Blackstone and the Facility by Northbridge personnel during the maintenance and/or snow removal activities at the Facility shall be promptly repaired or replaced at Northbridge's expense.

#### 12. Collection Procedures

Blackstone shall operate the Facility and perform all its activities in the Town of Northbridge in a safe and clean manner. Blackstone shall regularly sweep and hose down the Facility surfaces and waste receptacles, as needed. No scavenging shall be permitted. Blackstone will be responsible for all litter and/or recyclables that are blown out of collection receptacles.

- (a) No truck or collection or transport vehicle shall be emptied or partially emptied or load transferred in any street or any place in the Town of Northbridge.
- (b) Blackstone shall comply with all State and Federal Laws and regulations, Board of Health regulations, and Northbridge bylaws and regulations relating to the collection and transportation of recyclables.
- (c) Blackstone shall make available a telephone number where complaints may be filed by Northbridge and its residents during days and hours to be agreed upon by the parties. If Northbridge notifies Blackstone of a complaint or violation of the agreement it shall be Blackstone's duty to take whatever steps may be necessary to remedy the cause of such complaint or violation.
- (d) Blackstone shall establish, and may from time to time revise, a schedule of recyclables that shall be accepted at the Collection Center. Any revision of the schedule shall be subject to approval by Northbridge, which approval shall not unreasonably be withheld. At a minimum, however, the schedule shall include the following items: newspaper, mixed paper, Kraft bags, junk mail, cardboard, green, brown and clear glass containers, bottles and jars, #1 plastic containers, #2 plastic containers, aluminum and steel cans, and metal food containers.
- (e) Blackstone shall provide the necessary equipment, labor, and management for the operation of the Collection Center.
- (f) Northbridge will arrange for all of its recyclable material to be delivered to the Facility. Northbridge agrees to comply with the terms and conditions

established by Blackstone for delivery, receipt and disposition of such recyclable materials;

- (g) The materials delivered to the Facility will be sorted, weighed, or otherwise accounted for at the Facility for sale or disposition by Blackstone;
- (h) Blackstone reserves, in its sole discretion, the right to reject unsuitable materials delivered to the Facility or to limit quantities of materials delivered, in which case Northbridge shall be responsible for removing such rejected material from the Facility;
- Blackstone will, in its sole discretion, sell recyclable products delivered to the Facility, using sound business practices to determine the most advantageous price obtainable for the materials under then prevailing market conditions;
- (j) Blackstone agrees to provide information or assistance with respect to recycling matters and events as may be requested by Northbridge. Such matters may include, but are not limited to, hazardous materials collection events, community clean-up activities and other activities intended to create a more favorable environment for the community.
- (k) Northbridge shall be entitled to designate a representative of its choice to the Blackstone Valley Regional Recycling Center Advisory Committee.

#### 13. Inspection and Reports

Northbridge shall have the right, upon reasonable notice, to inspect Blackstone's equipment at, in or about the Facility. Whenever reasonably requested, Blackstone shall promptly furnish to Northbridge a written report of its operations under this Agreement in such detail and with such information as Northbridge may require.

#### 14. Governing Law

This Agreement and its validity and the construction, interpretation and enforcement, and the rights of the parties hereunder, shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

15. <u>Waiver</u>

Failure of any party hereto to exercise any right hereunder shall not be deemed a waiver of such party's right and shall not affect the right of such party to exercise at some future time said right or rights or any other right it may have hereunder.

#### 16. <u>Severability</u>

Each provision of this Agreement shall be severable from every other provision hereof for the purpose of determining the legal enforceability of any specific provision. In the event that any provision of this Agreement is declared invalid for any reason by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

#### 17. Entire Agreement

This Agreement, including all documents included herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or verbal, excluding the license agreement executed by the parties and referenced in paragraph 3 herein. This Agreement shall not be modified or amended except by a written document executed by the parties hereto.

#### 18. Assignment

No member shall have the right to assign or otherwise transfer its rights or obligations as a member under this agreement.

#### 19. <u>Amendment</u>

The provisions, terms and conditions of this Agreement may be modified only by written amendments to this Agreement approved by all members by vote of their respective Town Meeting.

#### 20. <u>Termination</u>

Blackstone may terminate this Agreement for any reason after notification to the Northbridge on or before March 1 of the year preceding the start of the next succeeding municipal fiscal year under the term hereof (July 1). Upon such notice, this Agreement shall expire as of the ensuing June 30<sup>th</sup>.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

#### TOWN OF NORTHBRIDGE

\_\_\_\_\_

BY TOWN OF NORTHBRIDGE BOARD OF SELECTMEN

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**BLACKSTONE VALLEY REGIONAL RECYCLING CENTER,** BY TOWN OF BLACKSTONE BOARD OF SELECTMEN

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7

#### LICENSE AGREEMENT

This LICENSE AGREEMENT (hereinafter "License") is made as of the <u>7<sup>th</sup> day of</u> <u>June, 2021</u> by and between the TOWN OF NORTHBRIDGE, acting by and through its Board of Selectmen (hereinafter referred to as the "LICENSOR"), with an address of 7 Main Street, Whitinsville, Massachusetts 01588, and BLACKSTONE VALLEY REGIONAL RECYCLING CENTER, acting by and through the Board of Selectmen of the Town of Blackstone (hereinafter referred to as the "LICENSEE"), with an address of 15 St. Paul Street, Blackstone, Massachusetts 01504.

The LICENSOR is the owner of record of a certain parcel of land located in the Town of Northbridge known as <u>193</u> Main Street, shown on Northbridge Assessors' Map <u>2</u> as parcel <u>44</u> and described in a deed recorded at Book <u>6252</u>, Page <u>31</u> in the Worcester District Registry of Deeds (hereinafter "Premises").

The LICENSOR hereby grants to the LICENSEE a right of entry and license to use that portion of the Premises shown on the sketch plan attached hereto as Exhibit A, being the area located to the rear of the Northbridge Fire Station, subject to the following terms and conditions:

#### 1. USE, PURPOSE, TERM

Entry and use are limited to the area shown on Exhibit A (the "License Area"), a copy of which is on file with the Town Clerk of Northbridge.

Entry and use are specifically granted to the LICENSEE, its contractors, agents, representatives, employees, invitees, and licensees for the purpose of maintaining and operating a regional solid waste recycling collection center in connection with LICENSEE'S operation of a regional solid waste recycling program in accordance with the provisions of G.L. c. 40, §8H and any other enabling authority. This license is entered into pursuant to that certain intermunicipal agreement between the Town of Northbridge and the Town of Blackstone, dated <u>June</u>, 2008, for the operation of a regional recycling program, a copy of which is on file with the Town Clerk of Northbridge.

The term of this License ("Term") shall be one year to commence on July 1, 2021 and shall continue until June 30, 2022.

#### 2. CONDITION OF PREMISES

The LICENSEE shall take the License Area "as is," in the condition in which it is at the start of the Term. The LICENSOR shall have no obligation to prepare or construct facilities on the License Area for the LICENSEE'S use thereof.

#### **3. CONSIDERATION**

The consideration for this License shall be a fee of one dollar (\$1.00), payable on the first day of July throughout the Term.

#### 4. INSURANCE

The LICENSEE shall maintain public liability insurance, including coverage for bodily injury, wrongful death and property damage, including fire and extended coverage, in an amount acceptable to the LICENSOR, during the Term and any extension thereof.

#### 5. MAINTENANCE OF LICENSE AREA

The LICENSOR shall provide snow removal and such other general maintenance for the License Area as it deems necessary for the operation of LICENSEE'S collection center. The LICENSOR shall not be under any obligation to provide a specific form or level of maintenance service.

#### 6. ALTERATIONS

The LICENSEE shall not make any alterations to the License Area without the written consent of the LICENSOR, which shall not be unreasonably withheld.

#### 7. LICENSEE'S CONDUCT, NON-INTEFERENCE

In the exercise of the rights hereby granted, the LICENSEE shall at all times conduct itself so as not to unreasonably interfere with the operations of the LICENSOR, and shall observe and obey all applicable laws and regulations, including the bylaws and regulations of LICENSOR. The LICENSEE acknowledges that the License Area is located adjacent to a municipal fire station. The LICENSEE shall not place within the License Area any container, storage bin or equipment so as to impede access to or egress from the fire station. The LICENSEE shall not handle or process any material or substance in such a manner as to create a risk of fire or explosion in or adjacent to the License Area or the fire station.

#### 8. DAMAGE OR THEFT OF PERSONAL PROPERTY

LICENSEE agrees that all personal property brought onto the License Area shall be at the risk of LICENSEE only, and that the LICENSOR shall not be liable for the loss thereof or any damage thereto.

#### 9. TERMINATION AND REVOCATION

Upon the termination of the License, the LICENSEE shall cease all use and occupancy of the License Area, and shall remove therefrom all its equipment, supplies and material. The LICENSEE shall restore the License Area as near as possible to its original condition at the commencement of the License Term, normal wear and tear, loss by fire or other casualty not caused by LICENSEE, LICENSEE'S employees, agents, contractors or invitees, and condemnation excepted.

This License shall be revocable by the LICENSOR upon written notice of revocation given no later than the April 1 prior to the next succeeding July 1 anniversary date of the Term. Upon such notice, the License shall expire as of the next succeeding June 30. The LICENSOR shall also have the right to revoke this License, upon thirty (30) days written notice, a) for LICENSEE'S violation of any of the terms and conditions hereof, or b) in the event that the said intermunicipal agreement is terminated.

In the event that this License is revoked, the LICENSEE shall, at its own expense, remove all of its equipment, supplies and material from the License Area and restore the License Area as near as possible to its original condition at the commencement of the License Term.

#### **10. MODIFICATIONS and AMENDMENTS**

Any modifications or amendments to this License shall be in writing and duly executed by both parties hereto in order to be effective.

#### 11. NOTICE

For purposes of this License, the parties shall be deemed duly notified in accordance with the terms and provisions hereof if written notices are mailed to the following addresses:

Licensor:	Board of Selectmen Town Hall 7 Main Street Whitinsville, MA 01588
Licensee:	Board of Selectmen Municipal Center 15 St. Paul Street Blackstone, MA 01504

These addresses are subject to change, and the parties hereto agree to inform each other of such changes as soon as practicable.

#### 12. NO ESTATE CREATED

This License shall not be construed as creating or vesting in the LICENSEE any estate in the License Area, but only the limited right of possession and use as hereinabove stated.

#### **13. FORCE MAJEURE**

Each party shall be excused from performing an obligation or undertaking provided for in this License, other than the obligation of the LICENSEE to pay the consideration due hereunder, so long as such performance or undertaking is prevented or delayed by a strike, lockout, labor dispute, civil commotion, act of God, or other cause beyond such party's reasonable control.

#### 14. EXHIBITS and ATTACHMENTS

Any and all exhibits and attachments referenced herein or attached hereto are duly incorporated within this License.

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed as a sealed instrument and signed in duplicate by their duly authorized representatives, on the date first indicated above.

TOWN OF NORTHBRIDGE By its Board of Selectmen BLACKSTONE VALLEY REGIONAL RECYCLING CENTER By Town of Blackstone Board of Selectmen

#### Melissa Ciaramitaro

D.

From:	Sharon Susienka
Sent:	Monday, May 24, 2021 11:55 AM
То:	Ken Marino
Cc:	Melissa Ciaramitaro; Thomas J. Melia
Subject:	RE: Shining Rock Jersey Barriers
Importance:	High

Hi Ken,

Your request has been scheduled to go before the Select Board on June 7<sup>th</sup>. I believe this will be our first "live" meeting since last year. The meeting starts promptly at 7PM and takes place in the Selectmen's Meeting Room in Town Hall on Level 1.

Should anything change, we will let you know.

Thank you.

Sharon L. Susienka Exec. Asst. to the Town Manager Town of Northbridge Phone: 508-234-2095 Fax: 508-234-7640



From: Ken Marino <ken\_marino@charter.net>
Sent: Thursday, May 20, 2021 1:22 PM
To: Sharon Susienka <ssusienka@northbridgemass.org>
Subject: Shining Rock Jersey Barriers

Sharon, Tom Melia asked me to contact you about getting on the June 7 agenda to discuss replacing the jersey barriers in front of the parking lot to Shining Rock with something more suitable for such an upscale neighborhood. I have attached photos of the barriers and the neighboring houses. Please let me know if you need anything else from me. If I can be put on the agenda, I'd appreciate the time and location details.

Sent from my Galaxy

#### Melissa Ciaramitaro

From:	Adam Gaudette
Sent:	Monday, June 07, 2021 11:03 AM
То:	Melissa Ciaramitaro
Cc:	Jamie Luchini; Jim Shuris
Subject:	FW: Shining Rock Jersey Barriers

Melissa, can you add this to the BoS packets update for tonight as well? Thx

-----Original Message-----From: Barbara McNamee <barbaracasmc@gmail.com> Sent: Monday, June 07, 2021 6:59 AM To: Adam Gaudette <agaudette@northbridgemass.org> Cc: Gary Bechtholdt <gbechtholdt@northbridgemass.org>; David Pickart <dpickart@northbridgemass.org> Subject: Shining Rock Jersey Barriers

Hello Adam,

I noticed that the BOS agenda includes a discussion of the Jersey barriers at the Shining Rock parking lot. I was hoping to attend the meeting to learn what the concern is but I recently had foot surgery and by the end of the day my foot is too uncomfortable to go out. Unfortunately no one else from the Conservation Commission is able to attend. The Commission has been preparing to request that the barriers be removed so that hikers can access the area without parking on the street. Over the past year a young man from Clark University has been heading up a volunteer effort to clean up the area. They have hauled out trash from the bottom of the cliff, cleaned off graffiti, and cleaned up the trails. The trails have become quite popular over then past year and it is unfortunate that people have to park along the street. I drive by almost every day and frequently see several cars there.

I hope this information can inform the discussion. We look forward to attending a future meeting.

Barbara McNamee Conservation Commission Chair

Sent from my iPad

#### Melissa Ciaramitaro

From:	Adam Gaudette
Sent:	Monday, June 07, 2021 11:27 AM
То:	Melissa Ciaramitaro
Subject:	FW: Shining Rock Jersey Barriers

Can we add this one too?

From: David Pickart <dpickart@northbridgemass.org>
Sent: Monday, June 07, 2021 11:21 AM
To: Adam Gaudette <agaudette@northbridgemass.org>; barbaracasmc@gmail.com
Cc: Gary Bechtholdt <gbechtholdt@northbridgemass.org>
Subject: Re: Shining Rock Jersey Barriers

#### Adam,

I strongly echo the sentiments that Barbara stated. The parking area on Shining Rock Drive was blocked off shortly after I started here. I understand it was constructed as part of Planning Board's approval of the overall development. The original trail from School Street is more difficult and also lacks any formalized parking (you might be able to park one or two cars). The trail from Shining Rock Drive is easier and thereby can be utilized by more residents. It also offers better parking. As Barbara mentioned, we have a group of volunteers doing improvements to the area (including removing graffiti). The goal of this effort is to make the area more accessible and enjoyable to residents. Currently people are parking on Shining Rock Drive itself which is very unsafe.

I am not sure why the jersey barriers were installed. I heard that a resident complained about people hanging out after hours. I believe better scouting by police and/or putting a gate (which could be locked after hours) would take care of these concerns.

Shining Rock is one of the jewels of Northbridge. It is a shame that safer and more efficient access isn't available, especially after a developer constructed a parking area.

If you believe it would be helpful, I am happy to attend tonight's meeting.

Regards, Dave

David Pickart, Conservation Agent Town of Northbridge Aldrich School Town Hall Annex 14 Hill Street, Whitinsville, MA 01588 (508) 234-0817 <u>dpickart@northbridgemass.org</u>

### Intersection Improvements At Route 122 & Sutton St.

Project No. 609441 Northbridge Rockdale Village

Presented by

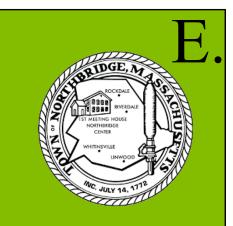
Steven J. Tyler, P.E.Howard Stein HudsonJocelyn Dewire,Howard Stein HudsonSpencer Donnalley, P.E.Howard Stein HudsonAndrew FabisewskiHoward Stein Hudson

Presented to

Town of Northbridge

**Board of Selectmen (BOS)** 

June 7, 2021



# HOWARD STEIN HUDSON

### Northbridge Intersection Improvements at Rte 122 (Providence Rd) and Sutton St







### MassDOT GeoDOT – ArcGIS HSIP Web Map Engineers + Planners 2007-2016 HSIP Pedestrian Cluster 2007-2016 HSIP Bicycle Cluster HSIP Cluster 2014-2016 Top 200 Intersection Cluster 2014-2016 1:4,514 0.03 0.06 0.11 mi 0 0.04 0.09 0.18 km 0 Project Locus - MassDOT Project No. 609441 Intersection Improvements at Route 122 (Providence Rd) / School St / Sutton St / Upton St Northbridge, MA Northbridge SCSUTTON S Not to scale. **HOWARD STEIN HUDSON**

### **Regional Significance**

- Convergence of two regionally significant urban minor arterials
  - Providence Road (Route 122) serves approximately 8,000 VPD
  - Sutton Street serves approximately 7,400 VPD
- Providence Road (Route 122) connects north to Grafton/Worcester and south to Uxbridge/RI
- Sutton Street provides east/west connections to/from Route 146
- Frequented through community connections to I-495 and Route 140
- HSIP Regional Top 5% Crash Area
- Located within the Rockdale Village downtown commercial center
  - Significant pedestrian traffic-multiple bus stops (WRTA and local school stops) and local businesses (community center, church, senior living facility and local businesses)
- MassDOT High Potential for Everyday Biking Corridor





### **TIP Funding Status**

Engineers + Planners



#### STIP: 2022 - 2026 (D) Total MassDOT Funding Non-Federal Programmed Federal Funds Other Information MPO Municipality MassDOT Project Description District Program Project ID Funds Source Funds Federal Fiscal Year 2026 Construction, Total Project Cost \$207,930 = \$1,039,650, PM Score = 9, UPTON- CULVERT REPLACEMENT, MILFORD STREET (ROUTE 140) Roadway Improvements 608456 Central Mass Upton 3 STBG \$1,039,650 \$831,720 OVER UNNAMED TRIBUTARY TO CENTER BROOK Design Status = Pre 25%, YOE = 16% Construction, HSIP + STBG Total \$438,319 Project Cost = \$6,383,190, PM WORCESTER- INTERSECTION IMPROVEMENTS AND RESURFACING 608990 HSIP Central Mass 3 \$4,383,190 \$3,944,871 **Roadway Reconstruction** Worcester ON CHANDLER STREET, FROM MAIN STREET TO PARK AVENUE Score = 17, Design Status = Approved, YOE = 16% Construction, HSIP + STBG Total WORCESTER- INTERSECTION IMPROVEMENTS AND RESURFACING Project Cost = \$6,383,190, PM **Roadway Reconstruction** 608990 Central Mass Worcester 3 STBG \$2,000,000 \$1,600,000 \$400,000 ON CHANDLER STREET, FROM MAIN STREET TO PARK AVENUE Score = 17, Design Status = Approved, YOE = 16% Construction, Total Project Cost NORTHBRIDGE- INTERSECTION IMPROVEMENTS AT ROUTE 122 Intersection = \$3,201,600, PM Score = 16, 609441 Central Mass Northbridge (PROVIDENCE ROAD), SCHOOL STREET, SUTTON STREET, AND 3 HSIP \$3,201,600 \$2,881,440 \$320,160 Design Status = Approved, YOE Improvements UPTON STREET 16% Construction, Total Project Cost STURBRIDGE- ROUNDABOUT CONSTRUCTION AT THE = \$6,964,756, PM Score = 14, \$1,392,951 Design Status = Approved, YOE = **Roadway Reconstruction** 611933 Central Mass Sturbridge 3 STBG \$6,964,756 \$5,571,805 INTERSECTION OF ROUTE 20 AND ROUTE 131 16% \$80,000 Set Aside for LRTP Micro-S12138 CMMPO LRTP Micro-Projects Program TAP \$400,000 \$320,000 Transit Grant Program Central Mass Projects Program HSIP Programmed \$7,584,790 \$6,826,311 \$758,479 STBG Programmed \$10,004,406 \$8,003,525 \$2,000,881 TAP Programmed \$400,000 \$320,000 \$80,000 Total Programmed for Central Mass Region Projects\* \$17,989,196 \$15,149,836 \$2,839,360 Program Target for Central Mass Region Projects \$21,248,678 \$16,998,942 \$4,249,736 Target Funds Available for Central Mass Region Projects \$3,259,482 \$1,849,106 \$1,410,376 Section 2B / State Prioritized Modernization Projects \$1.360.00 Construction, Total Project Cost CHARLTON- OXFORD- RECONSTRUCTION ON ROUTE 20, FROM = \$71,344,050, Project is AC'd **Roadway Reconstruction** 602659 Central Mass Multiple RICHARDSON'S CORNER EASTERLY TO ROUTE 12, INCLUDES REHAB 3 NHPP \$6,800,000 \$5,440,000 \$1,360,000 between 2022 and 2026, PM OF C-06-023 & REPLACEMENT OF O-06-002 Score = 22, Design Status = 25%

**Central Mass Region Program** 

Central Mass Region Total Program Summary \$261,002,944 \$212,137,546 \$48,865,398



\*Only includes funds counting against obligation authority Reported Date:



**HOWARD STEIN HUDSON** 

### **Existing Conditions**

Providence Road (southbound before intersection)



Sutton Street (westbound)

- Inadequate sight distances from side streets
- Sharp turning radii to/from School Street
- Undefined vehicle paths through the intersection





### **Existing Conditions**

Providence Road (northbound) and School Street-before intersection

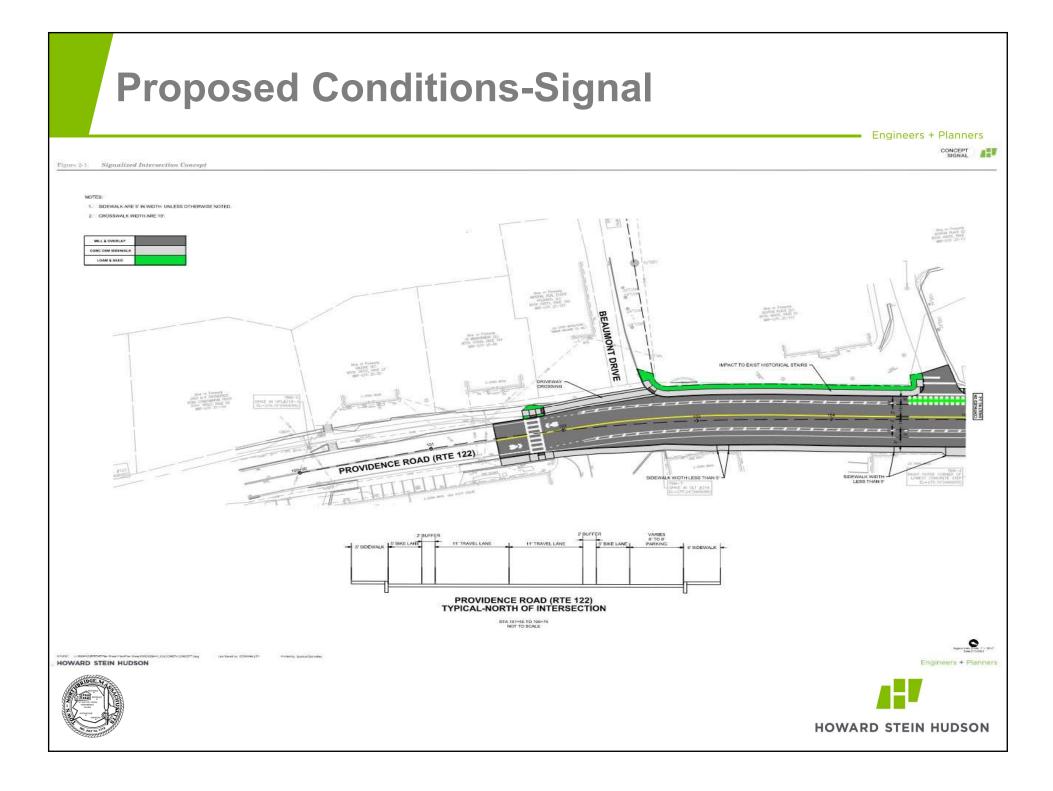


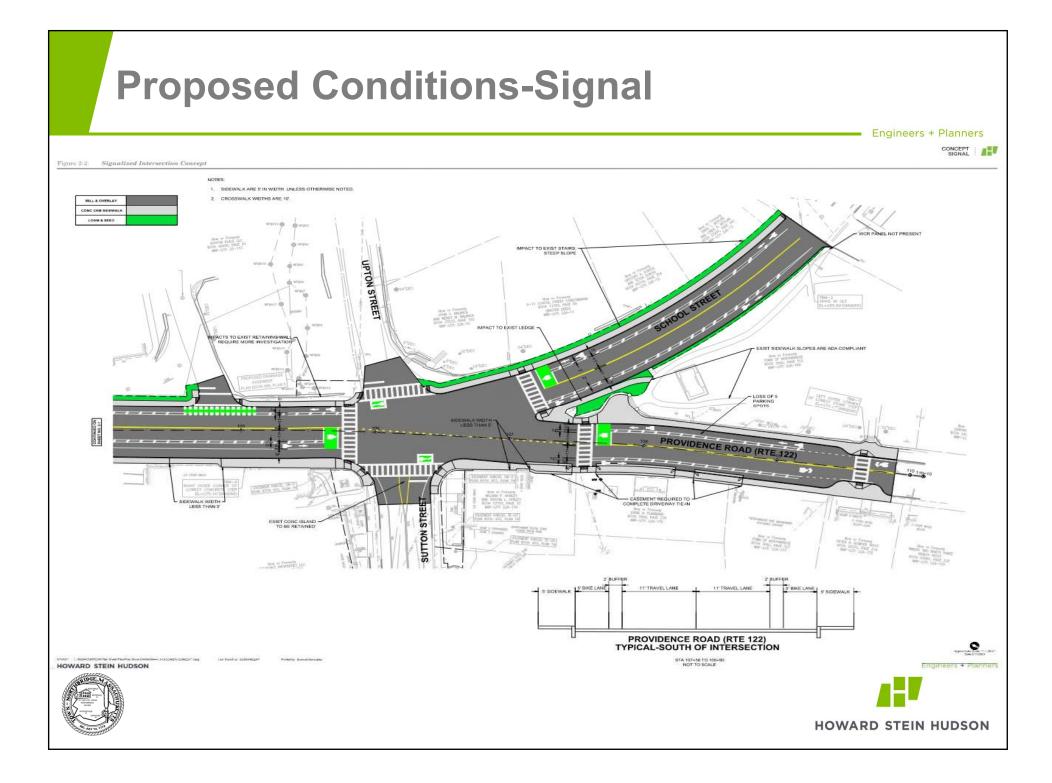
Providence Road (northbound) after intersection

- Inadequate sight distances from side streets
- Sharp turning radii to/from School Street
- Undefined vehicle paths through the intersection









### **Proposed Signal Pros**

- Avoids critical impacts to wetlands, retaining wall, and historical features (bell monument)
- Provides 11 ft travel lanes, 5 ft bike lanes, 2 ft buffer and 5 ft sidewalk with minimal impacts (relocation of inlets and stone stairs)
- Provides 8 ft parking lane on Sutton Street (approx. 260 ft)
- Tightens up intersection legs to improve intersection operations and safety





### **Proposed Signal Cons**

- Loss of five parking spots on Providence Road NB approach
  - Could be offset with additional marked parking on bridge on Sutton Street
- Easements required in some areas to provide full width of sidewalk
- Restriction of turning movements onto and off School Street.
  - Restrict left turn from School Street onto Providence Road south and right turn from Providence Road onto School Street
- Proposed School Street layout has multiple critical impacts that will need further investigation





## **Proposed Signal Additional Investigation**

- Investigation required at stone retaining wall near wetlands
  - Possible solutions-match existing grade as much as possible to ensure fill is minimal or provide handrail on back of sidewalk
- Small sections of sidewalk are less than 5 ft in width; could require minor layout adjustments
- Removal of 8 ft parking lane could reduce impacts to some property
- Removal of one bike lane and/or sidewalk to reduce critical impacts on School Street including:
  - Impacts to ledge in park
  - Impacts to multiple stone step entrances to residential homes
  - Existing steep slope requires large cut
  - Outside of State Highway Layout boundary in some areas





### **Existing Conditions-Sutton Street**

Engineers + Planners



Sutton Street (eastbound)



Sutton Street (westbound)





## Proposed Condition-Sutton Street Alternative

Figure 2-A. Signalized Intersection Concept-Design Alternatives

Engineers + Planners

STREET STREET SUTTON STREET DESIGN ALTERNATIVE SCHOOL STREET EXISTING CONDITIONS NOTES 1. SIDEWALKS ARE 5' IN WIDTH UNLESS OTHERWISE NOTED. 2. CROSSWALK WIDTHS ARE 10'. HILL & OVERLAY CONC CEM SIDEWAL LOAN & SEED HOWARD STEIN HUDSON



## **Sutton Street Alternative Pros and Cons**

Engineers + Planners

### Pros:

 Significant traffic operational improvements with 2 lane Sutton Street alternative

### Cons:

- Loss of seven parking spots on east side of Sutton Street
  - Could be offset with new parking on Sutton Street Bridge
- Stop location of left turn/through lane would be offset approximately 10 ft behind right turn stop to accommodate truck turns

### Additional Investigation:

Turning movements would require more precise investigation

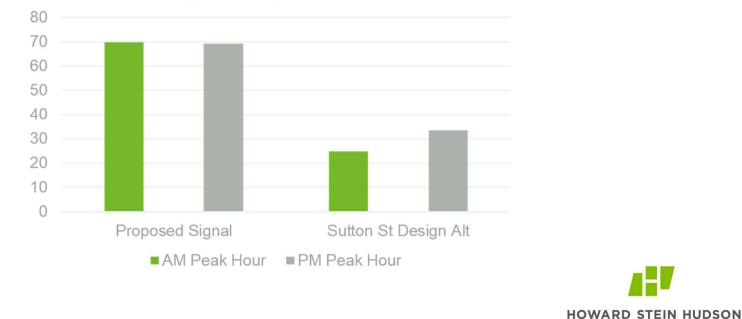




### **Traffic Operations**

Engineers + Planners

- Existing Condition has Level of Service (LOS) F along Sutton Street and long queues
- Proposed Signal increases delay for Route 122 motorists but improves delay and safety for side streets
- Proposed signal Sutton Street approach operates at LOS E/F
- 2 lane design alternative Sutton Street approach operates at LOS C



### Average Delay For Vehicles

### **Project Status and Next Steps**

- Survey base plans completed November 2020
- Field review completed December 2020
- Design concept alternatives (signalized and roundabout) developed for evaluation February 2021
- Alternatives Analysis Tech Memo completed April 2021
- Current step: Public Meeting with Northbridge Board of Selectmen to review alternatives and identify community preferred concept, June 2021
- Next steps: Present the preferred concept to MassDOT District 3 for input prior to 25% submission
- 25% Submission tentatively scheduled for September 2021





### Town Manager's Report for the Period of May 24, 2021 – June 4, 2021

#### 1. Key Meetings Attended:

- Monday, May 24, 2021 Attended the Board of Selectmen's Meeting via Zoom.
- <u>Tuesday, May 25, 2021</u> Attended an MMA Fiscal Policy Committee Meeting.
- <u>Tuesday, May 25, 2021</u> Attended the BPCC Meeting via Zoom.
- <u>Wednesday, May 26, 2021</u> Met with outgoing Police Chief, Walter Warchol.
- <u>Wednesday, May 26, 2021</u> Met with area Town Managers for a monthly meeting via Zoom.
- <u>Thursday, May 27, 2021</u> Zoom call with MIIA regarding General Insurance renewal rates.
- <u>Monday, May 31, 2021</u> Memorial Day Town Offices Closed.
- <u>Tuesday, June 1, 2021</u> Met with Selectman Melia.
- <u>Wednesday</u>, June 2, 2021 Held Police Union Negotiations.
- <u>Wednesday, June 2, 2021</u> Met with George Simmons, new NPS Facilities Director.
- <u>Wednesday, June 2, 2021</u> Met with Chief White.
- <u>Thursday, June 3, 2021</u> Attended the MMMA Spring Conference via Zoom.
- <u>Thursday, June 3, 2021</u> Conference Call with retired Burlington Town Manager John Petrin regarding Civil Service revocation.
- <u>Thursday, June 3, 2021</u> Conference call with HSH Design Team and DPW staff to prepare for June 7<sup>th</sup> BoS Meeting and the Rockdale TIP discussion.
- Friday, June 4, 2021 Personal Day.
- 2. <u>Balmer School Building Project</u>: Project construction by Fontaine Brothers continues with precautionary measures in place per State construction guidelines for construction projects moving forward during the pandemic. The Town Manager is working with the OPM to secure temporary fence construction access from abutters (5 of the 6 have been obtained). The OPM is working on punch lists as the project will approach substantial completion over the next couple months. The project timeline is on target for opening this Fall.
- 3. <u>Lasell Field Turf Project</u>: The project is essentially complete except for several punch-list items that we are working to get scheduled (loam and seed).
- 4. <u>Fire Station Project</u>: The BPCC has selected CHA as the OPM and TGAS as the architect for the project and the Tow Manager has issued the Notice to Proceed. The design team has begun meeting with the Town and prepping for the baseline data for the design which includes the field survey and soil testing. The BPCC met with the design team last week on May 25<sup>th</sup> to pay invoices and hear a project update. The slide presentation was forwarded to the BOS for review.
- 5. <u>Other</u>: Ongoing Negotiations with Police and Fire Collective Bargaining Units as well as General Insurance premium negotiations for FY2022.