



# Town of West Newbury

381 Main Street

West Newbury, Massachusetts 01985

Angus Jennings, Town Manager

978-363-1100, Ext. 111 Fax 978-363-1826

[townmanager@wnewbury.org](mailto:townmanager@wnewbury.org)

TO: Select Board  
FROM: Angus Jennings, Town Manager  
DATE: August 26, 2021  
RE: Middle Street Bridge

---

My office has continued to correspond with Newburyport personnel and the Mayor's office. I spoke with the Mayor at some length earlier this week, and offer the following brief summary:

- We are in agreement regarding the current objective, as discussed at recent Board meetings, to proceed with project design and permitting, with the intent to arrive at a "shovel ready" project that may be eligible for additional non-local funding sources;
- We mutually recognize that there is a sizable gap between available funds and anticipated construction costs, meaning that it would not make sense to proceed with construction bidding in the short- or medium-term. In the absence of additional funds – whether additional non-local funds, additional local funds, or some combination – there are not enough funds available to award a construction contract;
- We are in agreement with the objective of updating the MOU to reflect these changed realities. (As you know, the initial BSC Group cost estimate is a referenced document appended to the MOU, so when the cost estimates increased by \$1M from what is appended to the MOU, this represented a material change in the basis of that agreement).

The Mayor's office will be the City's primary representative in discussion of potential updates to the MOU, with the City Council's later approval needed for any appropriation (since the MOU would be and always was subject to appropriation). Based on Newburyport's budgeting and capital planning processes, increased amounts (from the roughly \$600k Newburyport share that had been anticipated and that is included in the City's Capital Improvement Program – although not yet funded) would require amendments to the City's CIP, as well as appropriations (through their customary capital and budget processes, respectively).

It can be expected that discussions of a revised MOU would include negotiation of various terms. But we have a shared objective of advancing these discussions, toward a hoped-for agreement. Among other benefits, this will ensure that both our and Newburyport's reporting to our grant funding agencies is consistent and reflective of complete information. Understanding that the Mayor's term will end during FY22, this will have the additional benefit of establishing a continued basis for cooperation through the change in the City's Chief Elected Official.

Now that West Newbury shares the same general counsel as Newburyport, as you know from our recent/ongoing work with Merrimac, it would require the Select Board to vote to authorize KP Law to jointly represent the municipalities in that process. I will invite KP to draw up a form of motion for the Board's consideration, but in the meantime wanted to provide this update to ensure that we proceed per the Board's direction.