



# Town of West Newbury

381 Main Street

West Newbury, Massachusetts 01985

Angus Jennings, Town Manager

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January 28, 2024

City Council

ATTN: Edward C. Cameron Jr., City Council President

City of Newburyport

## RE: Proposed Intermunicipal Agreement, Middle Street/Plummer Spring Bridge

To the Honorable City Council:

As you know, over these past six years, our communities have worked together toward solving our shared problem of the closure (in summer 2018) of the Middle Street / Plummer Spring Bridge, following its structural failure. Highlights of our collaboration to date include:

- 2018: Newburyport secured MDOT Small Bridge grant, providing \$500,000 of State funding. The City expended \$251,300 from the grant, which allowed engagement of the design engineer (BSC Group) and significant progress on survey/engineering/permitting. Roughly half of the grant funds (\$248,700) **remain available for project construction**.<sup>1</sup>
- 2019: West Newbury secured MassWorks grant for \$1,000,000. The Town expended \$292,285 from the grant prior to the expiration of unspent funds on 6/30/23. During this time, the project successfully completed its design and permitting processes.
- 2020: Intermunicipal Agreement executed (2020), upon endorsement by Newburyport Mayor and Council,<sup>2</sup> and upon authorization of the West Newbury Select Board.<sup>3</sup> IMA provided, generally, for 50/50 cost share for net (not grant-funded) project costs (based on the then-current cost estimates, which were appended to the IMA).
- 2021: West Newbury Town Meeting (in May) appropriated \$600,000 toward the project.

The IMA expired in September, 2021. Due in part to an updated (spring 2021) construction cost estimate that significantly exceeded the initial cost estimate, both communities understood that the increased costs would require new commitments of local, State and/or Federal funding.

Since that time, there have been a number of important milestones:

- The project has secured all required permits. Bid docs are prepared. **The project is “shovel ready,”** once the funding gap for construction costs can be filled.
- The Town (in fall 2023) secured an additional \$1.5M in State grant funds.<sup>4</sup>

<sup>1</sup> Of the \$500,000 MDOT grant, \$248,700 was made available only for construction. That funding remains available, and the original grant expiration date has been extended by MDOT upon Newburyport's prior extension requests. These construction funds will expire on 6/30/24 unless further extended by MDOT.

<sup>2</sup> By 11-0 vote of Newburyport City Council, August 31, 2020.

<sup>3</sup> By 3-0 vote of West Newbury Select Board, June 8, 2020.

<sup>4</sup> \$1,000,000 MassWorks grant awarded 9/21/23. \$500,000 MDOT Small Bridge grant awarded 11/7/23.

- The estimated project costs have also increased, with a detailed cost estimate prepared by the design engineer in May, 2023, and updated earlier this month to increase recommended contingency to reflect other recent publicly-bid bridge project costs.

The reflect these milestones, and to ensure that we lock in the existing \$1.8M in available, unspent State funding toward this project (in addition to the nearly \$550k in State grant funding already expended to get the project this far), **the time is right to resume work toward a new IMA**. In fact, for reasons outlined, an IMA will be necessary to bring this project to completion.

My office has worked with our Select Board and Town Counsel to prepare proposed amendments to the prior IMA that was previously in effect between the communities, intended to reflect the current circumstances, and to secure those intermunicipal agreements that will be legally required for the project (once fully funded) to move forward. Our draft is in a late stage of review, and will be sent for your and Mayor Reardon's consideration in the near term.

The major ingredients of the Town's proposal will include:

- That the Select Board and the City Council each formally authorize the work to take place within these public rights-of-way, in a form accepted by Bond Counsel;
- Clarification of each municipality's role with regard to project procurement, contracting, contract management, inspections, grants management, and record-keeping;
- Commit each municipality to continued efforts to secure non-local grant funding, including agreement that the City seeks extension of its remaining 2018 MDOT Small Bridge funds, and that it applies for a new MDOT Small Bridge grant in 2024;<sup>5</sup>
- Apportion net (non-grant-funded) project costs 50/50 between the communities,<sup>6</sup> with default provisions in the event of non-payment; and
- If necessary or advisable for either community's financing of the project, a 2/3 majority vote of the legislative body of the borrowing community to authorize debt for its share of project costs (or, alternatively, for the Council to grant the Town rights to issue debt for the portion of the project located in Newburyport, in a form accepted by Bond Counsel).<sup>7</sup>

Our discussions with Bond Counsel (Locke Lord) and our Financial Advisor (Hilltop Securities) suggest options to borrow, if doing so proves necessary or beneficial: the Town and City could each issue debt for its share of the project costs; or, subject the City providing it rights to do so, and Select Board approval and Town Meeting authorization, the Town could issue debt for full project costs, with an IMA providing for City reimbursement of its share of debt service over the

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<sup>5</sup> In a January 2024 meeting with MDOT, regarding the Town's Small Bridge grant, MDOT officials expressed willingness to consider a new Small Bridge grant application from the City. The max grant award is \$500,000, and MDOT has previously confirmed that the project is eligible for a separate Small Bridge grant **each fiscal year**.

<sup>6</sup> Subject to appropriation by City Council (in Newburyport) and Town Meeting (in West Newbury). Basis for 50/50 split based generally on: 1) land survey documenting municipal boundary at bridge midpoint; 2) consistent with prior IMA; 3) to align each communities' interest with regard to securing add'l non-local funding; 4) language in Mayor Reardon's project narrative for the Plummer Spring Bridge Replacement that "Both communities will share the balance of the bridge cost" (Newburyport FY2024-2028 Capital Improvement Program, proposed by Mayor Sean R. Reardon, May 8, 2023, pg. 45); and 5) basic fairness.

<sup>7</sup> Locke Lord has advised that such an approach would be permissible, if agreed by both communities.

term of the IMA (which may be up to 25 years), provided that the term of the IMA exceeds the term of the debt.

While purely hypothetical, we (with Hilltop Securities) have drawn up borrowing scenarios to illustrate estimated annual debt service if the current estimated funding gap (\$2.1M) were to be financed, as well as if the City successfully obtained a new \$500k MDOT Small Bridge grant to reduce the estimated funding gap to \$1.6M.

If financed over a 20-year term, annual debt service for \$2.1M is estimated to be about \$153,000 per year. Annual debt service for \$1.6M is estimated to be about \$118,000 per year. Keeping in mind that the current estimated funding gap reflects West Newbury's direct appropriation of \$600,000, with no direct appropriation (yet) by the City – which will need to be taken into account in determining an appropriate inter-municipal cost share – it appears that project financing could be apportioned in a manner that each of our communities could bear.

### **Next Steps**

In the next week or two, we expect to send to the Council and Mayor a proposed IMA for your consideration. Although we have not discussed terms in detail, Mayor Reardon and I have met on multiple occasions specifically to discuss the bridge, and on those occasions (which, admittedly, were some time ago), the Mayor expressed clear willingness to work toward a new IMA (while understanding clearly that its execution would require Council approval).

In order to take advantage of the \$1.5M in State grant funding awarded to West Newbury, to retain (upon MDOT approval of grant extension) the roughly \$250k in State grant funding awarded to Newburyport, to optimize Town efforts to secure Town Meeting approval (on April 29<sup>th</sup>) to extend the sunset date of the \$600k in local funds approved in May 2021, and to best position the project to secure additional State, Federal and/or local funding as needed to allow for project procurement and contract award, it will be necessary to execute an IMA this spring.

When it meets on February 6<sup>th</sup> to close the spring Town Meeting warrants, our Select Board will be asked to include articles regarding the Middle Street Bridge. In order to ensure that our proposals to our legislative body (Town Meeting) are in coordination and alignment with the City Council's considerations of its policy, budgeting and capital budgeting processes, it will be necessary to work together closely in the coming weeks and months.

I respectfully request that the Council either designate or authorize a member or members of your body to participate in an effort, with my office (on behalf of, and in consultation with, the Select Board), Mayor Reardon's office, our respective staff, and our respective legal and bond counsels, to refine the IMA as needed to get it in a form suitable for consideration by the full Council and Select Board. Achieving this **by the end of April** will optimize our chances of securing the Town Meeting vote(s) we'll need to fund our commitments to the project.

We in West Newbury recognize that the bridge project may not rank as highly on the City's list of capital improvement priorities as it does for West Newbury, but we also see a shared public interest in bringing this project to completion at this time. This will maximize available (and

prospective new) non-local funds, honor each municipality's prior commitments to MDOT and MassWorks in accepting and expending grant funds; and meet each municipality's obligation to maintain the functionality and the safety of its public infrastructure.

We do appreciate and thank you for your anticipated attention to this matter. On behalf of West Newbury's Select Board and residents, I look forward to continuing to work together.

Sincerely,



Angus Jennings  
Town Manager

Attachments:

- Middle Street Bridge, Funding Summary, WORKING DRAFT, 1/28/24
- Estimated debt service tables, \$2.1M and \$1.6M, January 2024
- Expired IMA dated Sept., 2021: "Agreement By and Between The City of Newburyport and the Town of West Newbury Regarding Allocation of Costs for Evaluation, Design and Repair of The Plummer Spring Road/Middle Street Bridge"

cc: *West Newbury Select Board, Finance Committee*  
*The Honorable Mayor Sean Reardon; Chief of Staff Andrew Levine*  
*Wayne Amaral, DPS Director; Jon-Eric White, City Engineer*  
*MassDOT: Paul Stedman, District 4 Highway Director; Jonathan Lee, District 4 Bridge Engineer; Cassandra Gascon, Community Grants Program Administrator*  
*Eddie Bates & Kristen Pennucci, MassDOT Small Bridge grant program*

**Middle Street Bridge, Funding Summary, WORKING DRAFT, 1/28/24**

| <b>Project Costs</b>   |                       | <b>Notes</b>   |
|--|-----------------------|--|
| Construction costs   | \$ 3,315,000          | Source: BSC Group, 5/5/23;<br>UPDATED 12/18/23   |
| Design/Permitting  | \$ 550,000            |  |
| Construction contingency (25%)                                   | \$ 828,750            |  |
| Resident Engineer  | \$ 200,000            |  |
| Construction Engineering Services                                | \$ 100,000            |  |
| <b>TOTAL project costs (est.)</b>                                | <b>\$ 4,993,750</b>   |  |
| <b>Available Funds (grants)</b>                                  |                       |  |
| MassDOT Small Bridge grant, 2018, design funds (expended)        | \$ 251,300            | Awarded to Newburyport;<br>construction funds due to expire 6/30/2024, if not further extended by MDOT   |
| MassDOT Small Bridge grant, 2018, construction funds (remaining) | \$ 248,700            |  |
| MassWorks grant (2019, \$1M grant, partially expended)           | \$ 292,285            | Grant has now expired  |
| MassWorks (2023)   | \$ 1,000,000          | Awarded to West Newbury  |
| MassDOT Small Bridge grant (2023)                                | \$ 500,000            | Awarded to West Newbury  |
| <b>Sub-Total: grant funding sources</b>                          | <b>\$ 2,292,285</b>   |  |
| <b>Available Funds (local appropriations)</b>                    |                       |  |
| Town Meeting appropriation                                       | \$ 600,000            | Approved May 2021; sunset date 6/30/2024, if not further extended by Town Meeting  |
| Newburyport (requiring City Council approval)                    | \$ -                  | \$700,000 included in Mayor Reardon's FY24 Capital Program (CIP #HW04); however, funding source identified as "State/Federal grant" (not local appropriation). |
| <b>Sub-Total: local funding sources</b>                          | <b>\$ 600,000</b>     |  |
| <b>Est. Shortfall</b>  | <b>\$ (2,101,465)</b> | Based on <u>existing</u> appropriations and grants   |
| <b>Potential Funds</b>   |                       |  |
| MassDOT Small Bridge grant, 2024                                 | \$ 500,000            | MDOT has stated willingness to consider a new grant application from Newburyport, off cycle  |
| Federal Bridge Formula Program funds                             | ?                     | Work ongoing to determine project eligibility (or not)   |
|  | \$ 500,000            |  |
| <b>Summary</b>   |                       |  |
| <b>Modified Est. Shortfall</b>                                   | <b>\$ 1,601,465</b>   | Assumes 2024 MDOT Small Bridge grant award to Newburyport  |
| Source: Angus Jennings, Town Manager                             |                       |  |

**Town of West Newbury, Massachusetts**  
 \$2,100,000 General Middle St. Bridge Bonds; Dated July 15, 2024  
 20yrs - Level Debt Service  
 Interest Estimated, Subject to Change

**Debt Service Schedule**

| Date         | Principal             | Coupon   | Interest            | Total P+I             | Fiscal Total | Est.<br>50/50<br>Share |
|--------------|-----------------------|----------|---------------------|-----------------------|--------------|------------------------|
| 07/15/2024   | -                     | -        | -                   | -                     | -            | -                      |
| 01/15/2025   | -                     | -        | 42,000.00           | 42,000.00             | -            | -                      |
| 06/30/2025   | -                     | -        | -                   | -                     | 42,000.00    | 21,000.00              |
| 07/15/2025   | 70,000.00             | 4.000%   | 42,000.00           | 112,000.00            | -            | -                      |
| 01/15/2026   | -                     | -        | 40,600.00           | 40,600.00             | -            | -                      |
| 06/30/2026   | -                     | -        | -                   | -                     | 152,600.00   | 76,300.00              |
| 07/15/2026   | 75,000.00             | 4.000%   | 40,600.00           | 115,600.00            | -            | -                      |
| 01/15/2027   | -                     | -        | 39,100.00           | 39,100.00             | -            | -                      |
| 06/30/2027   | -                     | -        | -                   | -                     | 154,700.00   | 77,350.00              |
| 07/15/2027   | 75,000.00             | 4.000%   | 39,100.00           | 114,100.00            | -            | -                      |
| 01/15/2028   | -                     | -        | 37,600.00           | 37,600.00             | -            | -                      |
| 06/30/2028   | -                     | -        | -                   | -                     | 151,700.00   | 75,850.00              |
| 07/15/2028   | 80,000.00             | 4.000%   | 37,600.00           | 117,600.00            | -            | -                      |
| 01/15/2029   | -                     | -        | 36,000.00           | 36,000.00             | -            | -                      |
| 06/30/2029   | -                     | -        | -                   | -                     | 153,600.00   | 76,800.00              |
| 07/15/2029   | 80,000.00             | 4.000%   | 36,000.00           | 116,000.00            | -            | -                      |
| 01/15/2030   | -                     | -        | 34,400.00           | 34,400.00             | -            | -                      |
| 06/30/2030   | -                     | -        | -                   | -                     | 150,400.00   | 75,200.00              |
| 07/15/2030   | 85,000.00             | 4.000%   | 34,400.00           | 119,400.00            | -            | -                      |
| 01/15/2031   | -                     | -        | 32,700.00           | 32,700.00             | -            | -                      |
| 06/30/2031   | -                     | -        | -                   | -                     | 152,100.00   | 76,050.00              |
| 07/15/2031   | 90,000.00             | 4.000%   | 32,700.00           | 122,700.00            | -            | -                      |
| 01/15/2032   | -                     | -        | 30,900.00           | 30,900.00             | -            | -                      |
| 06/30/2032   | -                     | -        | -                   | -                     | 153,600.00   | 76,800.00              |
| 07/15/2032   | 90,000.00             | 4.000%   | 30,900.00           | 120,900.00            | -            | -                      |
| 01/15/2033   | -                     | -        | 29,100.00           | 29,100.00             | -            | -                      |
| 06/30/2033   | -                     | -        | -                   | -                     | 150,000.00   | 75,000.00              |
| 07/15/2033   | 95,000.00             | 4.000%   | 29,100.00           | 124,100.00            | -            | -                      |
| 01/15/2034   | -                     | -        | 27,200.00           | 27,200.00             | -            | -                      |
| 06/30/2034   | -                     | -        | -                   | -                     | 151,300.00   | 75,650.00              |
| 07/15/2034   | 100,000.00            | 4.000%   | 27,200.00           | 127,200.00            | -            | -                      |
| 01/15/2035   | -                     | -        | 25,200.00           | 25,200.00             | -            | -                      |
| 06/30/2035   | -                     | -        | -                   | -                     | 152,400.00   | 76,200.00              |
| 07/15/2035   | 105,000.00            | 4.000%   | 25,200.00           | 130,200.00            | -            | -                      |
| 01/15/2036   | -                     | -        | 23,100.00           | 23,100.00             | -            | -                      |
| 06/30/2036   | -                     | -        | -                   | -                     | 153,300.00   | 76,650.00              |
| 07/15/2036   | 110,000.00            | 4.000%   | 23,100.00           | 133,100.00            | -            | -                      |
| 01/15/2037   | -                     | -        | 20,900.00           | 20,900.00             | -            | -                      |
| 06/30/2037   | -                     | -        | -                   | -                     | 154,000.00   | 77,000.00              |
| 07/15/2037   | 115,000.00            | 4.000%   | 20,900.00           | 135,900.00            | -            | -                      |
| 01/15/2038   | -                     | -        | 18,600.00           | 18,600.00             | -            | -                      |
| 06/30/2038   | -                     | -        | -                   | -                     | 154,500.00   | 77,250.00              |
| 07/15/2038   | 120,000.00            | 4.000%   | 18,600.00           | 138,600.00            | -            | -                      |
| 01/15/2039   | -                     | -        | 16,200.00           | 16,200.00             | -            | -                      |
| 06/30/2039   | -                     | -        | -                   | -                     | 154,800.00   | 77,400.00              |
| 07/15/2039   | 120,000.00            | 4.000%   | 16,200.00           | 136,200.00            | -            | -                      |
| 01/15/2040   | -                     | -        | 13,800.00           | 13,800.00             | -            | -                      |
| 06/30/2040   | -                     | -        | -                   | -                     | 150,000.00   | 75,000.00              |
| 07/15/2040   | 125,000.00            | 4.000%   | 13,800.00           | 138,800.00            | -            | -                      |
| 01/15/2041   | -                     | -        | 11,300.00           | 11,300.00             | -            | -                      |
| 06/30/2041   | -                     | -        | -                   | -                     | 150,100.00   | 75,050.00              |
| 07/15/2041   | 130,000.00            | 4.000%   | 11,300.00           | 141,300.00            | -            | -                      |
| 01/15/2042   | -                     | -        | 8,700.00            | 8,700.00              | -            | -                      |
| 06/30/2042   | -                     | -        | -                   | -                     | 150,000.00   | 75,000.00              |
| 07/15/2042   | 140,000.00            | 4.000%   | 8,700.00            | 148,700.00            | -            | -                      |
| 01/15/2043   | -                     | -        | 5,900.00            | 5,900.00              | -            | -                      |
| 06/30/2043   | -                     | -        | -                   | -                     | 154,600.00   | 77,300.00              |
| 07/15/2043   | 145,000.00            | 4.000%   | 5,900.00            | 150,900.00            | -            | -                      |
| 01/15/2044   | -                     | -        | 3,000.00            | 3,000.00              | -            | -                      |
| 06/30/2044   | -                     | -        | -                   | -                     | 153,900.00   | 76,950.00              |
| 07/15/2044   | 150,000.00            | 4.000%   | 3,000.00            | 153,000.00            | -            | -                      |
| 06/30/2045   | -                     | -        | -                   | -                     | 153,000.00   | 76,500.00              |
| <b>Total</b> | <b>\$2,100,000.00</b> | <b>-</b> | <b>\$992,600.00</b> | <b>\$3,092,600.00</b> | <b>-</b>     | <b>\$1,546,300.00</b>  |

**Town of West Newbury, Massachusetts**  
**\$1,600,000 General Middle St. Bridge Bonds; Dated July 15, 2024**  
**20yrs - Level Debt Service**  
**Interest Estimated, Subject to Change**

**Debt Service Schedule**

| Date         | Principal             | Coupon   | Interest            | Total P+I             | Fiscal Total | Est.<br>50/50<br>Share |
|--------------|-----------------------|----------|---------------------|-----------------------|--------------|------------------------|
| 07/15/2024   | -                     | -        | -                   | -                     | -            | -                      |
| 01/15/2025   | -                     | -        | 32,000.00           | 32,000.00             | -            | -                      |
| 06/30/2025   | -                     | -        | -                   | -                     | 32,000.00    | 16,000.00              |
| 07/15/2025   | 55,000.00             | 4.000%   | 32,000.00           | 87,000.00             | -            | -                      |
| 01/15/2026   | -                     | -        | 30,900.00           | 30,900.00             | -            | -                      |
| 06/30/2026   | -                     | -        | -                   | -                     | 117,900.00   | 58,950.00              |
| 07/15/2026   | 55,000.00             | 4.000%   | 30,900.00           | 85,900.00             | -            | -                      |
| 01/15/2027   | -                     | -        | 29,800.00           | 29,800.00             | -            | -                      |
| 06/30/2027   | -                     | -        | -                   | -                     | 115,700.00   | 57,850.00              |
| 07/15/2027   | 55,000.00             | 4.000%   | 29,800.00           | 84,800.00             | -            | -                      |
| 01/15/2028   | -                     | -        | 28,700.00           | 28,700.00             | -            | -                      |
| 06/30/2028   | -                     | -        | -                   | -                     | 113,500.00   | 56,750.00              |
| 07/15/2028   | 60,000.00             | 4.000%   | 28,700.00           | 88,700.00             | -            | -                      |
| 01/15/2029   | -                     | -        | 27,500.00           | 27,500.00             | -            | -                      |
| 06/30/2029   | -                     | -        | -                   | -                     | 116,200.00   | 58,100.00              |
| 07/15/2029   | 60,000.00             | 4.000%   | 27,500.00           | 87,500.00             | -            | -                      |
| 01/15/2030   | -                     | -        | 26,300.00           | 26,300.00             | -            | -                      |
| 06/30/2030   | -                     | -        | -                   | -                     | 113,800.00   | 56,900.00              |
| 07/15/2030   | 65,000.00             | 4.000%   | 26,300.00           | 91,300.00             | -            | -                      |
| 01/15/2031   | -                     | -        | 25,000.00           | 25,000.00             | -            | -                      |
| 06/30/2031   | -                     | -        | -                   | -                     | 116,300.00   | 58,150.00              |
| 07/15/2031   | 70,000.00             | 4.000%   | 25,000.00           | 95,000.00             | -            | -                      |
| 01/15/2032   | -                     | -        | 23,600.00           | 23,600.00             | -            | -                      |
| 06/30/2032   | -                     | -        | -                   | -                     | 118,600.00   | 59,300.00              |
| 07/15/2032   | 70,000.00             | 4.000%   | 23,600.00           | 93,600.00             | -            | -                      |
| 01/15/2033   | -                     | -        | 22,200.00           | 22,200.00             | -            | -                      |
| 06/30/2033   | -                     | -        | -                   | -                     | 115,800.00   | 57,900.00              |
| 07/15/2033   | 75,000.00             | 4.000%   | 22,200.00           | 97,200.00             | -            | -                      |
| 01/15/2034   | -                     | -        | 20,700.00           | 20,700.00             | -            | -                      |
| 06/30/2034   | -                     | -        | -                   | -                     | 117,900.00   | 58,950.00              |
| 07/15/2034   | 75,000.00             | 4.000%   | 20,700.00           | 95,700.00             | -            | -                      |
| 01/15/2035   | -                     | -        | 19,200.00           | 19,200.00             | -            | -                      |
| 06/30/2035   | -                     | -        | -                   | -                     | 114,900.00   | 57,450.00              |
| 07/15/2035   | 80,000.00             | 4.000%   | 19,200.00           | 99,200.00             | -            | -                      |
| 01/15/2036   | -                     | -        | 17,600.00           | 17,600.00             | -            | -                      |
| 06/30/2036   | -                     | -        | -                   | -                     | 116,800.00   | 58,400.00              |
| 07/15/2036   | 85,000.00             | 4.000%   | 17,600.00           | 102,600.00            | -            | -                      |
| 01/15/2037   | -                     | -        | 15,900.00           | 15,900.00             | -            | -                      |
| 06/30/2037   | -                     | -        | -                   | -                     | 118,500.00   | 59,250.00              |
| 07/15/2037   | 85,000.00             | 4.000%   | 15,900.00           | 100,900.00            | -            | -                      |
| 01/15/2038   | -                     | -        | 14,200.00           | 14,200.00             | -            | -                      |
| 06/30/2038   | -                     | -        | -                   | -                     | 115,100.00   | 57,550.00              |
| 07/15/2038   | 90,000.00             | 4.000%   | 14,200.00           | 104,200.00            | -            | -                      |
| 01/15/2039   | -                     | -        | 12,400.00           | 12,400.00             | -            | -                      |
| 06/30/2039   | -                     | -        | -                   | -                     | 116,600.00   | 58,300.00              |
| 07/15/2039   | 95,000.00             | 4.000%   | 12,400.00           | 107,400.00            | -            | -                      |
| 01/15/2040   | -                     | -        | 10,500.00           | 10,500.00             | -            | -                      |
| 06/30/2040   | -                     | -        | -                   | -                     | 117,900.00   | 58,950.00              |
| 07/15/2040   | 95,000.00             | 4.000%   | 10,500.00           | 105,500.00            | -            | -                      |
| 01/15/2041   | -                     | -        | 8,600.00            | 8,600.00              | -            | -                      |
| 06/30/2041   | -                     | -        | -                   | -                     | 114,100.00   | 57,050.00              |
| 07/15/2041   | 100,000.00            | 4.000%   | 8,600.00            | 108,600.00            | -            | -                      |
| 01/15/2042   | -                     | -        | 6,600.00            | 6,600.00              | -            | -                      |
| 06/30/2042   | -                     | -        | -                   | -                     | 115,200.00   | 57,600.00              |
| 07/15/2042   | 105,000.00            | 4.000%   | 6,600.00            | 111,600.00            | -            | -                      |
| 01/15/2043   | -                     | -        | 4,500.00            | 4,500.00              | -            | -                      |
| 06/30/2043   | -                     | -        | -                   | -                     | 116,100.00   | 58,050.00              |
| 07/15/2043   | 110,000.00            | 4.000%   | 4,500.00            | 114,500.00            | -            | -                      |
| 01/15/2044   | -                     | -        | 2,300.00            | 2,300.00              | -            | -                      |
| 06/30/2044   | -                     | -        | -                   | -                     | 116,800.00   | 58,400.00              |
| 07/15/2044   | 115,000.00            | 4.000%   | 2,300.00            | 117,300.00            | -            | -                      |
| 06/30/2045   | -                     | -        | -                   | -                     | 117,300.00   | 58,650.00              |
| <b>Total</b> | <b>\$1,600,000.00</b> | <b>-</b> | <b>\$757,000.00</b> | <b>\$2,357,000.00</b> | <b>-</b>     | <b>\$1,178,500.00</b>  |

## CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

**Agreement By and Between  
The City of Newburyport and the Town of West Newbury  
Regarding Allocation of Costs for Evaluation, Design and Repair of  
The Plummer Spring Road/Middle Street Bridge**

This Agreement is made as of this 17th day of September, 2020, by and between the City of Newburyport, a Massachusetts municipal corporation with its main office at City Hall, 60 Pleasant Street, Newburyport, MA 01950 (hereinafter referred to as "Newburyport") and the Town of West Newbury, a Massachusetts municipal corporation with its main office at the 1910 Office Building, 381 Main Street, West Newbury, MA 01985 (hereinafter referred to as "West Newbury").

**RECITALS**

**Whereas**, Newburyport and West Newbury in accordance with M.G.L. c. 40 §4A are authorized to enter into an agreement with another governmental unit to perform jointly or for that unit's services, activities or undertakings which any of the contracting units is authorized by law to perform; and

**Whereas**, Newburyport and West Newbury desire to enter into an Agreement to share the costs to evaluate the condition of the Plummer Spring Road/Middle Street Bridge over the Artichoke Reservoir (the "Bridge") situated on the border between Newburyport and West Newbury, and to share the costs of designing, bidding and making necessary repairs to the Bridge (the "Bridge Project"); and

**Whereas**, Newburyport and West Newbury both desire to work cooperatively in order to complete the repairs to the Bridge in the most expeditious fashion; and

**Whereas**, Newburyport has been authorized to enter into this agreement by vote of its City Council and approval of its Mayor; and

**Whereas**, West Newbury has been authorized to enter into this agreement by vote of its Board of Selectmen.



**Now, therefore,** in consideration of the mutual promises contained herein, Newburyport and West Newbury agree to the following terms, conditions and provisions.

1. **Effective Date and Term; Renewal:** This Agreement shall become effective when fully executed by Newburyport and West Newbury on the day first above written and shall continue, if renewed in accordance with the provisions hereinafter contained, until the completion of the Bridge Project.

The initial term of this Agreement shall be one year from the date first written above. The parties shall review the status of the Bridge Project on an annual basis and may renew this Agreement with such amendments as are mutually agreed upon; provided, however, that in no event shall the term of this Agreement, including any renewal thereof, exceed twenty-five (25) years. Any renewal shall be executed by the Mayor of Newburyport on behalf of the City of Newburyport and the Town Manager of the Town of West Newbury on behalf of the Town of West Newbury.

2. **Cost Sharing; Estimated Project Cost:** Newburyport and West Newbury mutually agree that they shall share equal responsibility for all aspects of the Bridge Project, including but not limited to, the costs of evaluation, project design, permitting, bidding, scheduling, oversight, construction, and contractor payment, to the extent that work is not undertaken by employees of Newburyport or West Newbury (all of whose costs and expenses shall be paid by their respective employer). To that end, Newburyport and West Newbury shall obtain the authorization of the other prior to incurring any such costs. Cost sharing shall pertain solely to work directly related to the Bridge Project, and shall be subject to appropriation.

The estimated Bridge project cost is contained in Appendix A attached to this Agreement. Funding, including any additional funding sources as described herein, shall be provided to address the costs as listed in Appendix A. Should additional funds for the Bridge Project in excess of this estimated cost be required, such additional costs shall be expressly subject to appropriation by both parties. Periodic financial statements shall be issued to both parties with respect to expenditures undertaken for the Bridge Project.

Notwithstanding anything set forth above, each party reserves the right to petition for an apportionment of the costs associated with the Bridge Project in accordance with the provisions of M.G.L. Ch. 84 §2.

3. **Cooperation:** Newburyport and West Newbury agree to work together to complete the Bridge Project design, bidding and repair as expeditiously as possible. Newburyport and West Newbury agree to use diligent efforts to obtain without undue delay, any required local, state or federal permit, clearances, approvals, and/or waivers for the Bridge Project. Newburyport and West Newbury acknowledge that each party has received grant funding for the completion of the Bridge Project, Newburyport having received a MassDOT grant and West Newbury having received a MassWorks grant, the terms and requirements of such grants being incorporated herein by reference. In the interest of complying with such grant requirements, the Bridge project must be completed by June 30, 2023.

4. **Liability:** Each party hereto shall be liable and responsible for the negligent or intentional acts of its employees, agents and contractors with respect to the Bridge Project, and shall hold each other harmless from any claims arising therefrom, to the extent permitted by law.

5. **Additional Funding Sources:** Newburyport and West Newbury agree to use their best efforts to secure such grants, reimbursements or other sources of funding for the Bridge Project. All such additional funding sources for the Bridge Project, whether received prior to or after the date of this Agreement shall reduce each party's obligations for costs by one half of the amount secured. The parties agree to comply with all terms and conditions set forth in such grants, reimbursements or other sources of funding.

6. **Notice and Change of Circumstances:** Each party shall promptly notify the other of any legal impediment, change of circumstances, including but not limited to changes in funding availability, insurance requirements, city or town approvals, or any condition or event which may adversely affect each party's ability to carry out any of its obligation, under this Agreement. Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted by this Agreement to be made, given, furnished or filed with one party by another party shall be in writing and shall be delivered by hand or by certified mail, return receipt requested, or by overnight delivery service, in an envelope addressed to:

NEWBURYPORT:

Office of the Mayor  
Newburyport City Hall  
60 Pleasant Street  
Newburyport, MA 01950

WEST NEWBURY:

Town Manager  
1910 Office Building  
381 Main Street  
West Newbury, MA 01985

7. **Governing Law:** This Agreement is to be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

8. **Severability:** If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulations.

9. **Modification and Amendment:** This Agreement may be modified or amended only by written mutual agreement of the Parties.

10. **Designation of Project Coordinator:** Newburyport and West Newbury shall each designate an employee to act as the Project Coordinator who will be the point of contact for all aspects of the Bridge Project for that party. Each Project Coordinator shall be copied on all correspondence or other communication with any third party involved in the Bridge Project. In the event of the temporary absence or unavailability of a Project

Coordinator, the Parties may designate a temporary Project Coordinator for the duration of such absence or unavailability.

11. **Oversight:** Newburyport and West Newbury agree that their respective employees, agents and officials shall have access to the Bridge during the pendency of this Agreement. Newburyport and West Newbury agree to promptly notify the other in the event that such party considers any work connected with the Bridge Project to be not in compliance with this Agreement, the Bridge Project contract issued pursuant to the joint Invitation for Bids (“IFB”), or applicable federal, state or local laws and applicable regulations.


12. **Joint Invitation for Bids (“IFB”):** Newburyport and West Newbury shall prepare and advertise for a joint IFB for the construction of the Bridge Project and shall jointly open and evaluate bids and award a contract to the selected eligible and responsible bidder.

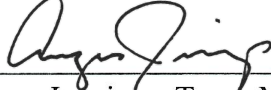
13. **Entire Agreement:** This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day and year first above written.

**City of Newburyport**

**Town of West Newbury**

  
\_\_\_\_\_  
Mayor  
Duly authorized  
By 11-0 vote of the  
Newburyport City Council  
AUGUST 31, 2020

  
\_\_\_\_\_  
Angus Jennings, Town Manager  
Duly authorized  
By unanimous 3-0 vote of the  
West Newbury Board of Selectmen  
June 8, 2020

July 6, 2020

Jon-Eric White, PE  
City Engineer  
Department of Public Services  
16C Perry Way  
Newburyport, MA 01950

RE: MOU - Preliminary Cost Estimate

Dear Jon-Eric

Below is the preliminary cost estimate based on the 30% design status of the Plummer Spring Road/Middle Street Bridge Replacement. The estimate is for the bridge type selected at the September 23<sup>rd</sup>, 2019 public hearing.

- 45'-0" span spread box beam
- 24'-0" roadway width with one 5'-6" sidewalk
- and S3-TL4 bridge rail
- Overall width 32'-6"
- Integral abutment on piles
- Preliminary Cost Estimate = \$2.6 M

The preliminary cost estimate does not include a contingency. For budgeting purposes, the two communities may find it prudent to include a contingency. At this preliminary design stage MassDOT usually includes a 20% contingency for bridge projects of similar magnitude.

Sincerely,

BSC Group, Inc.



Micah Morrison, PE, SE  
Manager of Structural Engineering

cc: Peter Reed

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Engineers  
Environmental  
Scientists  
Custom Software  
Developers  
Landscape  
Architects  
Planners  
Surveyors