

FIRST AMENDMENT TO THE
MEMORANDUM OF AGREEMENT
BY AND BETWEEN THE
MASSACHUSETTS WATER RESOURCES AUTHORITY
AND
THE TOWN OF WINTHROP

This First Amendment to the Memorandum of Agreement is entered into by and between the Massachusetts Water Resources Authority, a body politic and corporate, a public instrumentality and an independent public authority created by chapter 372 of the Massachusetts Acts of 1984, as amended, having a principal place of business at Deer Island, 33 Tafts Avenue, Boston, Massachusetts 02128 (“MWRA”) and the Town of Winthrop, a duly constituted municipality of the Commonwealth, with offices at One Metcalf Square, Winthrop, MA 02152 (“Town”) (collectively, MWRA and the Town are referred to as the “Parties”).

WHEREAS, in July 2015, the Parties entered into a Memorandum of Agreement (“MOA”) with respect to special police and fire services to be rendered by the Town hereunder arising out of a variety of impacts upon the Town, its residents, its infrastructure and its resources, all of which impacts grow out of the continued operation of MWRA’s facilities and activities at the Deer Island Wastewater Treatment Plant, such services to be provided by the Town in exchange for a schedule of payments from MWRA to the Town for a period of ten (10) fiscal years commencing on July 1, 2015, and ending on June 30, 2025;

WHEREAS, the Parties now wish to amend the MOA in order to extend the term therein by an additional ten (10) fiscal years beginning on July 1, 2025, and ending on June 30, 2035; and

WHEREAS, on December 11, 2024, the MWRA Board of Directors authorized the MWRA Executive Director to execute this First Amendment to the MOA.

NOW THEREFORE, the Parties agree to amend the MOA as follows:

- A. The above recitals are hereby incorporated by reference in the MOA.
- B. The first paragraph of the MOA is deleted and replaced with the following new paragraph:
 1. Term. The term of this MOA shall commence on July 1, 2015, and shall continue in effect for twenty fiscal years and shall expire, if not amended, on June 30, 2035.
- C. The fifth paragraph of the MOA is deleted and replaced with the following new paragraph:
 5. Schedule of Payments/ Escalation. Subject to all the provisions of this paragraph, including provisions governing annual escalation, MWRA shall make an annual payment to the Town for each fiscal year, which shall be due on or before July 31 of each fiscal year. The Parties acknowledge that MWRA has previously made timely payments in full to the Town for fiscal years 2017-2025 totaling \$8,293,389. The amount paid by MWRA for FY2025 (*i.e.*, \$911,781) shall be adjusted for inflation in

each of the next ten subsequent fiscal years (FY2026, FY2027, FY2028, FY2029, FY2030, FY2031, FY2032, FY2033, FY2034, and FY2035) by a factor, which is the lesser of: (i) the actual inflation factor change from the prior year as published by the Bureau of Labor Statistics "CPI-U Boston All Items" or (ii) 2.50%. The projected payment amounts shown under the column "Maximum Payment" shall equal the payment due to the Town in any given fiscal year only if the maximum inflation factor has been used as the inflation factor in each of the fiscal years from FY2026 - FY2035. Otherwise, the calculation of the actual payment due shall depend upon whether the inflation factor to be applied to the prior fiscal year's payment is the actual published CPI percentage or 2.50% as shown in the chart below.

Fiscal Year	Maximum Payment	Max. Inflation Factor
2026	\$934,576	2.50%
2027	\$957,940	2.50%
2028	\$981,889	2.50%
2029	\$1,006,436	2.50%
2030	\$1,031,597	2.50%
2031	\$1,057,387	2.50%
2032	\$1,083,822	2.50%
2033	\$1,110,918	2.50%
2034	\$1,138,691	2.50%
2035	\$1,167,158	2.50%

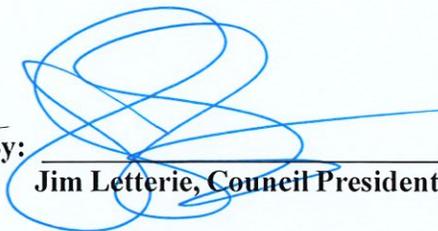
D. All of the other terms of the MOA are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Parties, intending to be bound hereby, have caused this first amendment to the MOA to be executed by their duly authorized representatives.

Massachusetts Water Resources Authority

Town of Winthrop

By: 
 Frederick A. Laskey, Executive Director

By: 
 Jim Letterie, Council President

Dated: 2/5/25

Dated: 1-23-25