

*Town of Weymouth
Massachusetts*

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SUMMARY OF THE UNION POINT TEMPORARY WATER PLAN

1. Increases previous permitted water capacity from 245,000 gallons per day to 600,000 gallons per day, which has been in place since March 2008.
2. Actual water usage has been substantially less than the permitted 245,000 gallons per day. Residents of Union Point used during the last reported month 56,000 gallons per day, an amount which decreases in winter months. This discrepancy represents the difference between permitted water capacity in actual water usage.
3. For the first time in any water agreement, this agreement bars the use of Weymouth water in Abington or Rockland.
4. Several safeguards to further protect the Town have been added to the earlier version of the agreement. For example,
 - a. The revised agreement bars LStar from deriving the benefits of this agreement if it were to sell its entire interest in Union Point, unless the Town approves.
 - b. If LStar were to leave, the MWRA entrance fees, which would be payable over the long-term, would immediately become due.
 - c. The Mayor would have the authority to stop providing water during this agreement for any reason, such as an inordinately heavy user of water, or if LStar's permanent water supply solution does not meet appropriate timeline benchmarks, among other reasons.
5. In part of the consideration of the \$950,000 in water fees and \$670,000 in sewer mitigation fees owed the Town, LStar agrees to commit in exchange at least \$50 million in improvements to the Weymouth water and sewer system—\$20,000,000 in water system improvements and \$30,000,000 in Weymouth sewer system improvements.
6. The Town had previously waived—the Arbor Hill development—water and sewer mitigation fees for developers who make improvements to the town's system outside of what is required for that particular developer's scheme.
7. LStar commits to a permanent water solution within one year; construction to start within two years after that; and the permanent water solution within two years after that.
8. A permanent water solution—funded by LStar—will provide Weymouth with water well beyond the needs of just Union Point, but the rest of the town. This agreement moves us to a permanent water solution for Union Point and will provide additional overall capacity for Weymouth alleviating pressure and demand upon existing Weymouth resources such as Great Pond, South Cove, and Whitman's Pond.
9. Current estimates indicate that at full build out, Union Point will increase municipal revenue for Weymouth by more than Fifty-Million Dollars (\$50,000,000) annually. This temporary water agreement marks another step forward towards the Town realizing that full tax revenue potential.