

April 5, 2019

Pat McLaughlin,

In reading George's MOA, there are some points that seem to be left hanging and as a result I am not sure of the MOA's intent and its consequence especially for our south end of the lake. In that I am not a "principal" to the document, I thought that I would share these points with you for your consideration as you and the Town proceed.

1. The character of the document has dramatically changed from what has been discussed up to the issuance the document. Discussions up to this point was in reference to a Memo of **Understanding** which in essence is agreeing to major principles. As issued, we are now addressing a Memo of **Agreement**. This word change entirely changes the document concept. With the word "Agreement" we now have a legal document which is legally binding to any signatory party. This in turn means a signatory must agree and comply to any and all parts. Conversely, this also means that a signatory party has no rights to legally challenge any point or any other signatory party if one's party determines a damage has occurred to the party's voters. Wouldn't this "give-up" be of some significance? Could not a signatory party be put in a situation that is not in the best interest of the voters and now have no recourse to resolve the issue? Could signing put the signatory in a position to send/spend tax payers' money that is non funded or not in the best interests of the voters?
2. There are a number of ambiguous statements and/or phrases in the document. It is one thing have such in a Memo of Understand and hence can be worked out; but in a Memo of Agreement it is the controlling party that deems, without discussion with the signatories, the interpretation or clarification. For instance: who and what criteria determines the governing science; how is the "third party" determined; just to name two. With a Memo of Agreement, the signatories very possibly could be left without a voice.
3. George has mandated that all parties sign the Memo of Agreement by the 17th (I think). Does this effort allow sufficient time to have those that you deem necessary, e.g., fellow council people, constituents, legal with the ability to exercise their review? If the document is signed by the 17th, this seems to imply it is the only guidance moving forward. If the DEC issues permits not in accordance with this document, does that mean the DEC approved area(s) may not be treated if such is counter to the Agreement. There have been some emails back and forth with George on this where George in essence says "don't worry". Is this sufficient in the light of a number of groups that are so hostile to herbicide application——I don't know.
4. And lastly: the funding picture is left in the dark. Who funds what? Could funding be imposed on a signatory party even if the signatory party deems it is not in the best interest of their voters.

Just some thoughts for you.

Anthony Hopfinger