

MEMORANDUM OF AGREEMENT

Chautauqua Lake Weed Management Consensus Strategy

This Agreement is made as of May 1, 2019, by and between the following parties:

COUNTY: COUNTY OF CHAUTAUQUA, NEW YORK
A Municipal Corporation
Gerace Office Building
Mayville, New York 14757-1007
hereinafter called "County,"

-and-

PARTICIPANTS:

hereinafter called "Participants."

WITNESSETH:

WHEREAS, Chautauqua Lake is an invaluable asset for Chautauqua County that enhances the environment and quality of life of its residents, provides recreational and tourism opportunities, and spurs economic development, and

WHEREAS, the health and usability of Chautauqua Lake has been threatened by numerous factors including, but not limited to, proliferation of non-native aquatic plant species, nuisance levels of native vegetation, and Harmful Algal Blooms (hereinafter referred to as "HABs"), and

WHEREAS, the County desires to bring the Participants together to agree upon a Chautauqua Lake Weed Management Consensus Strategy, and

WHEREAS, pursuant to Resolution 301-18, the County retained the services of Ecology & Environment, Inc. (hereinafter referred to as "E&E") for the preparation of a Chautauqua Lake Weed Management Consensus Strategy, and

WHEREAS, the County Executive met with the Chautauqua Lake & Watershed Management Alliance (Alliance) Board to discuss the objective and process that would be employed to develop the

Chautauqua Lake Weed Management Consensus Strategy, and

WHEREAS, E&E met with representatives from the following Participants between January 25, 2019 and February 13, 2019 to solicit input pertaining to weed management in Chautauqua Lake, and memorialized in writing the Participants' positions on these issues: Town of Chautauqua, Chautauqua Watershed Conservancy, Chautauqua Institution, Town of Busti, Town of North Harmony, Town of Ellery, Chautauqua Lake Partnership, Chautauqua Lake Fishing Association, Village of Celoron, Town of Ellicott, Village of Lakewood, Chautauqua Lake Association, and Chautauqua Fishing Alliance, and

WHEREAS, E&E, based on the input received by the Participants and their review of additional materials provided to them by the County and the Participants regarding Chautauqua Lake, developed the issues pertaining to weed management into Weed Management Consensus "tenets" governing future weed management practices in Chautauqua Lake, and

WHEREAS, both the County and E&E met with the New York State Department of Environmental Conservation (NYSDEC) to discuss the purpose and goals of a Chautauqua Lake Weed Management Consensus Strategy before the process began, and later after the tenets had been drafted, and

WHEREAS, E&E worked with the County to finalize the Weed Management Consensus tenets, and the Participants now desire to formally enter into the terms of this Agreement,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Weed Management Consensus Tenets. The County and the Participants named above, by signing this Agreement, commit to work collaboratively to achieve the Weed Management Consensus tenets set forth below:

a. Centralized Lake Authority. The County, the Alliance, and the supervisors of the five towns and the mayors of the

four villages that border Chautauqua Lake, will work collaboratively to create a central authority that will define responsibilities, funding priorities, and an organizational structure for the creation and implementation of a Comprehensive Lake Management Strategy (CLMS), which will be developed and updated annually.

- b. Transparency. For any aquatic plant management techniques used, there will be transparency and monitoring conducted by an independent, qualified, third party entity.
- c. Science-based Decisions. Weed management decisions will be based on science, and will be carried out in a responsible manner in accordance with the Chautauqua Lake Macrophyte Management Strategy (MMS) as a guidance tool, which will be updated annually with oversight from the Alliance. The CLMS will address pre-management action sampling, monitoring and sampling during a given action, and post-action monitoring and sampling to inform the implementation of future management decisions.
- d. Algae. Algae monitoring and management decisions will be considered in the development of the CLMS because a primary lake management concern is algae, both cyanobacteria and green.
- e. Protection of Fish Habitat. Aquatic plant management methods will mitigate, to the extent possible, negative impacts to fish and fish habitat.
- f. Integration of Management Methods. The CLMS will offer and describe a coordinated approach, including, but not limited to, using herbicides and harvesting in accordance with the MMS as a guidance tool.
- g. Use of Herbicides as a Management Tool. The Participants will not support the widespread use of herbicides, and will therefore advocate for the restriction of herbicide use to

25% or less of the littoral zone South of Long Point only (approximately 567 acres).

h. Nutrient Management through Aquatic Plant Management.

Aquatic plant management techniques will focus on reducing plant biomass and available phosphorus, which feed harmful algal blooms, while maintaining the lake in a "macrophyte dominant" state.

i. Pilot Study/Environmental Review to Determine Impacts of Aquatic Plant Management Methods. A pilot project will be developed and undertaken with oversight provided by the Alliance, the results of which will be evaluated by a third party entity. The Alliance will develop a scope of work and an assignment of responsibilities, while an independent third party entity will evaluate efficacy and costs for multiple management techniques. The monitoring program will test for direct and incidental impacts, as well as the efficacy of both mechanical and chemical treatment techniques employed.

j. Plant Surveys Will be Used to Inform Treatments. All aquatic plant management activities including, but not limited to, plant surveys, will be planned, evaluated, and monitored by an independent third party entity, and will be evaluated and updated annually so as to inform and keep the MMS current.

k. Monitoring Treatments. All aquatic plant management activities including, but not limited to, monitoring treatments, will be planned, evaluated, and monitored by a third party entity, and will be evaluated and updated annually so as to inform and keep the MMS current.

l. Curly Leaf Pondweed Management. Treatment of Curly Leaf Pondweed will occur early in the growing season.

m. Effectiveness of Treatment Methods. With proper funding,

more skimmers will be employed to collect aquatic plant fragments to help reduce their spread within Chautauqua Lake, and to reduce the volume of plant fragments washing up on shorelines. The CLMS will include an approach aimed at gaining an understanding of the impacts that recreational boaters have on the spread of aquatic plant fragments, and devising strategies for addressing this issue.

- n. Invasive vs. Naturalized Status of Eurasian Watermilfoil and Curly Leaf Pondweed. The CLMS will have, as a primary goal, reduction in the densities and abundance of "nuisance level" aquatic weeds in specific zones or areas where aquatic weeds are most in conflict with public uses (e.g., adjacent to hotels, marinas, and swimming beaches), regardless of whether they are considered to be invasive or otherwise.
- o. Use of Herbicides and Internal Loading of Phosphorus. Aquatic plant management techniques will, in part, be selected based on reducing plant biomass and available phosphorus, which feed harmful algal blooms, while maintaining Chautauqua Lake in a "macrophyte dominant" state.
- p. Herbicides Selected for Use. Herbicides will be evaluated by a third party entity to determine effectiveness and impacts to non-target organisms.
- q. Timing of Herbicide Treatments. Herbicides will be applied so as to be least impactful to spawning fish, including timing and location.
- r. Litigation. By signing this Agreement, the Participants agree not to pursue litigation against the County or any other Participant who is not in violation of the Agreement's tenets.

- s. Weed Fragmentation Management. A Weed Fragmentation and Clean-Up Policy will be part of the overall Comprehensive Lake Management Strategy to address Fragments caused by harvesters, boat propellers, and from natural processes.
- t. Annual Assessments and Subsequent Treatment Recommendations. Annual assessments through an established monitoring and reporting program will provide substantiation for subsequent treatment recommendations.
- u. Cost of Treatments. Detailed cost estimates will be developed for all potential weed management techniques. In order to grow the role of the Chautauqua Lake municipalities in the management of internal and external loading of nutrients, a cost/funding structure will be established and approaches developed to support communities with limited resources to contribute to management activities.
- v. Global Positioning System (GPS). Global Positioning System(GPS) technology will be employed, where funding is available, to assist in tracking all weed management activities.
- w. Drinking Water Safety. The County will partner with the entities that draw drinking water from Chautauqua Lake to perform a feasibility study aimed at providing alternative municipal water supply connections as an emergency backup, and eventually as a primary source of drinking water.

2. Term. This Agreement shall commence as of May 1, 2019 and shall terminate April 30, 2021. This Agreement shall be re-evaluated annually for renewal purposes. A public comment period will be incorporated into each re-evaluation of this Agreement.

3. Funding by County. By entering into this Agreement, the Participants understand that should a Participant be found in violation of any of the aforementioned tenets and/or in non-

compliance with the CLMS, the Participant may forfeit funding awarded to the Participant by the County or any of its financial benefactors or their agents, and may be ineligible for any future funding awarded by the County for Chautauqua Lake.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

COUNTY OF CHAUTAUQUA

BY _____ DATE _____
George M. Borrello, County Executive

STATE OF NEW YORK)
COUNTY OF CHAUTAUQUA) ss:

On the _____ day of _____, in the year 2019 before me, the undersigned, personally appeared GEORGE M. BORRELLO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

IN WITNESS WHEREOF, the parties have executed this Agree-

ment as of the date first set forth above.

NAME OF PARTICIPANT

BY _____ DATE _____
Name of Signatory, Title

STATE OF NEW YORK)
COUNTY OF CHAUTAUQUA) ss:

On the _____ day of _____, in the year 2019, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

SAMPLE