
From: "P. Gregory Conlon" [REDACTED]
Date: October 24, 2020 at 1:20:19 PM PDT
To: George Rodericks <grodericks@ci.atherton.ca.us>
Cc: Robert Ovadia <rovadia@ci.atherton.ca.us>
Subject: Suggested Comments and Changes to MOU and its Attachments

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George. Having reviewed the latest version of the MOU and its Attachments following are my comments and suggestions.

1. Page 2—At the top of this page is the statement, “There is a strong possibility that Caltrain may cease operations if the measure does not pass and additional revenue is not provided.” This measure will probably not be certified by the County for several days after the November 3rd Election date. I suggest that if Caltrain itself says “it is a strong possibility” it may cease operations that it would be in the Town’s best interest to wait until the vote is certified by the County before the Town sign’s the document or put in strong language that the agreement is “null and void” if Caltrain decides to cease operations.
2. Page 2—Under the paragraph **“ANALYSIS”** it states that JPB shall be responsible for seeking funding to perform the action in Exhibit D which are estimated to cost over \$6.0 million. The word “seeking” begs the question what happens if they seek but do not find the funding. I suggest stronger wording to have the Transportation Authority agree to

- such funding or the JPB.
3. Page 3—Under the paragraph **“FISCAL IMPACT”** it is not clear who the town will receive funding for the Station Improvements. I suggest it be made clear who is funding and make the commitment stronger, whoever it is.
 4. Page 5—Paragraph P—Again the language is unclear how firm the commitment is that the JPB “intends to” seek approval from the TA for 50% funding. What happens if they do not approve it?
 5. Page 6—Paragraph 3. RESPONSIBILITIES. Again, there is soft language that the JPB shall be responsible for seeking funding. Question again, what happening if they are unsuccessful?
 6. Page 7—Paragraph 4. A. The joint commitment by both parties to complete as “quickly as possible” is then mentioned in the next sub-paragraph where on Exhibit D it spells out specific dates for each subproject or action with specific Estimate Dates. Do the Estimate Completion Dates have any force under the agreement? I suggest these dates be firmed up as a “drop dead dates” with penalties if not completed at the specific dates.
 7. Page 10—I did not notice that the fencing being installed stops at Maple Ave. I suggest from a safety standpoint that non-decorative fencing be installed from Maple Ave. to Watkins Ave. I believe there has been one suicide occurring under the bushes that could have been avoided or less tempted the suicide if fences were installed from Maple Ave to Watkins.
 8. Page 12—As discussed in paragraph 2 above the dates on Exhibit D are Estimated Dates instead of firm dates with penalties if not completed. I suggest that some sort of penalties be attached to non-compliance to the Completion Dates, not Estimated Dates.

I would appreciate your sending a copy of the email to the five Council Members for their benefit.

Thanks.

Greg Conlon,

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