To: Helmlinger, Andrew[Helmlinger.Andrew@epa.gov]
Cc: Doherty, Nathalie (nathalie.doherty@sol.doi.gov)[nathalie.doherty@sol.doi.gov]
From: Micheline N. Fairbank
Sent: Fri 7/29/2016 11:22:48 PM
Subject: RE: Comments on 3 partey MOU
Anaconda Agency MOU 07-29-16.docx

Andrew,

I only spotted one potential (and very minor) change that you may have wished for. Otherwise, you captured all my prior comments and suggested revisions.

Micheline

From: Helmlinger, Andrew [mailto:Helmlinger.Andrew@epa.gov]
Sent: Friday, July 29, 2016 3:35 PM
To: Micheline N. Fairbank; Doherty, Nathalie
Subject: Re: Comments on 3 partey MOU

Here is a revised draft. My computer is acting up a bit, so please review to ensure this draft includes the changes you anticipated.

From: Micheline N. Fairbank <MFairbank@ag.nv.gov>
Sent: Friday, July 29, 2016 2:46:24 PM
To: Helmlinger, Andrew; Doherty, Nathalie
Subject: RE: Comments on 3 partey MOU

Andrew and Nathalie,

I'm fine with your comments below. I have attached the redline with my comments omitted. I can go either way with respect to the "the" insertions. I do it, as a matter of formality, but I am not married to one position vs. the other.

Otherwise, I too believe we are very close. One you have formalized the final draft of the agreement, I can seek final approval from my client.

Micheline

From: Helmlinger, Andrew [mailto:Helmlinger.Andrew@epa.gov]
Sent: Friday, July 29, 2016 2:19 PM
To: Doherty, Nathalie; Micheline N. Fairbank
Subject: Comments on 3 partey MOU

Micheline,

Below are comments from Nathalie and me on your mark up draft 3 party MOU. Please let us know if you have comments or questions about these. I believe that we're close to having a final draft. If you can send me a Word version of your comments, I can work that into a revised draft.

-Generally, the federal agencies do not, as a matter of style and preference, include an article in front of their names. We would remove the "the" insertions, but if that is NDEP's preference, we can keep the article for it.

-I.H - We would not itemize the respective enforcement agreements. I do not see how it adds to the document, but if included, the document becomes more stale with any successive enforcement document.

II.F - the additional of ", but not less than quarterly" is acceptable. Practically, I understand that the project managers speak more frequently because that is current necessity. Quarterly gives them appropriate flexibility if necessities change.

II.G.iii okay.

II.G.viii okay.

II.I BLM recommends, and I support, removing the final "attorney" from the last sentence.

IV.A Okay, if not implicit in other reservations.

IV.E I do not think this needs more specificity, and see it as a compliment to other reservations. It's use is to be clear that the agencies are not bound at the hip for all purposes based on the MOU, and for example, NDEP may care to enter into an agreement with City of Yerington. Because the provision is reasonably implicit in other reservations, a fallback may be to simply remove the paragraph. But because it is in other similar agreements, my preference is to include it rather than peril a suggestion that any different meaning is intended among similar documents.

IV.H & I Okay.