

MEMORANDUM OF UNDERSTANDING
between
THE U.S. ENVIRONMENTAL PROTECTION AGENCY,
THE NEW MEXICO ENVIRONMENT DEPARTMENT,
and
THE NAVAJO NATION ENVIRONMENTAL PROTECTION AGENCY
Regarding the
NAVAJO-GALLUP WATER SUPPLY PROJECT

I. PURPOSES AND SCOPE

This Memorandum of Understanding (“MOU”) describes the roles and responsibilities under existing law of the three agencies with regulatory oversight for different Components of the Navajo-Gallup Water Supply Project (“NGWSP” or “Project”) – the United States Environmental Protection Agency (“EPA”), the New Mexico Environment Department (“NMED”), and the Navajo Nation Environmental Protection Agency (“NNEPA”) (collectively, the “Parties”) – and provides for coordination of the Parties’ respective oversight obligations under that law. The Navajo Nation intends to obtain regulatory authority over all or additional Components of the NGWSP, at which time this MOU will be terminated or modified accordingly. In the meantime, this MOU is intended to foster consistent and ongoing communication between the Parties regarding their current regulatory oversight roles and provides for enhanced participation by each Party in such regulation, when appropriate and otherwise consistent with existing laws and regulations.

The Project is designed to provide a long-term sustainable water supply to meet the future population needs of approximately 250,000 people by the year 2040 through the annual delivery of 37,764 acre-feet of water from the San Juan Basin. EPA and NMED acknowledge that the Project is a result of the Navajo Nation’s settlement of San Juan water rights and will largely benefit members of the Navajo Nation. The Parties understand and agree that this MOU does not alter any existing obligations, that each Party continues to exercise its respective jurisdictional authorities as established by law, and that the cooperation extended to another Party does not transfer or in any way affect or modify any jurisdictional rules or responsibilities. The Parties to this MOU respect each other’s sovereignty, and nothing in this MOU shall be construed to relinquish the sovereignty of any of the Parties.

II. BACKGROUND

The NGWSP is a major infrastructure project that, once constructed, will convey a reliable municipal and industrial water supply from the San Juan River to the eastern portion of the Navajo Nation, the community of Lybrook, the southwestern portion of the Jicarilla Apache Nation, and the City of Gallup, New Mexico via approximately 300 miles of pipeline, approximately 20 pumping plants, and two water treatment plants. See Attachment A (depicting a map of the NGWSP).

These three geographic areas, which include the Project’s 43 Navajo Nation chapters, the City of Gallup, and the Teepee Junction area of the Jicarilla Apache Nation, currently rely on

steadily depleting groundwater of poor quality that is inadequate to meet current and future demands. *See* 74 Fed Reg. 31973, 31974 (July 6, 2009). Many areas to be served in the Navajo Nation rely on hauling water to meet their daily needs. The City of Gallup's groundwater levels have dropped significantly over the past 10 years. The Jicarilla Apache people are unable to live and work on the reservation outside the Town of Dulce because of the lack of drinking water.

The Omnibus Public Land Management Act of 2009, Public Law 111-11, 123 Stat. 991 (the "Act"), signed by President Obama on March 30, 2009, authorized construction of the NGWSP as a major aspect of the Navajo Nation San Juan River Basin Water Rights Settlement. *See id.*, Title X, Subtitle B, Part III (Navajo-Gallup Water Supply Project), 123 Stat. at 1379-81. The Act requires that all Project features be completed no later than December 31, 2024, unless the deadline is extended by mutual agreement between the Navajo Nation, the United States, and the State of New Mexico under Section 10701(e)(1)(B) of the Act. The Act authorizes the Secretary of the Interior, acting through the Commissioner of the Bureau of Reclamation ("BOR"), to:

1. Construct, operate, and maintain the Project;
2. Allocate the capacity of the Project among the Navajo Nation, Jicarilla Apache Nation, and the City of Gallup;
3. Enter into Project repayment contracts with the City of Gallup and the Jicarilla Apache Nation;
4. Acquire any land or interest in land that is necessary to construct, operate, and maintain the Project facilities; and
5. Enter into agreements with the City of Gallup and the Navajo Nation conveying title to Project facilities or sections of Project facilities (including any appropriate interests in land).¹

The NGWSP is composed of two separate transmission mains, the Cutter Lateral and the San Juan Lateral. Each will have a treatment plant capable of producing consistently compliant and safe water as required by the Safe Drinking Water Act ("SDWA"), 42 U.S.C. 300f *et seq.*, which will be accessible at various Turnouts.² Due to the length of the pipelines and resulting long retention times of water in the pipelines, BOR, as well as the Parties, anticipate that byproducts of chlorination are likely to be formed within the Project and also within the Consecutive Distribution System. Therefore, treatment, monitoring, and compliance are expected to be required at different places within the NGWSP, as provided in the accompanying White Paper, "Navajo-Gallup Water Supply Project (NGWSP) Proposed Regulatory Compliance Scenarios, White Paper" March 6, 2020. *See* Attachment B.

¹ See Act §§ 10601 and 10602(c) & (f)(1) of Part III – Navajo Gallup Water Supply Project.

² Capitalized terms are defined in Section V of this MOU or in the White Paper.

The NGWSP will be providing surface water to existing Public Water Systems (“PWSs”) that currently use groundwater as their source. Water from the existing groundwater wells serving these PWSs may be blended with NGWSP water. If blending occurs, the PWSs receiving water from the NGWSP will be classified as surface water systems, which will require PWSs to provide additional treatment and may require the drinking water operators for those systems to obtain higher certification levels. The blending of sources can result in water quality changes, among them water corrosivity, which would need to be evaluated at each blended-source Public Water System to ensure compliance with the Lead and Copper Rule, 40 C.F.R. Part 141, Subpart I.

III. APPLICABLE REGULATORY REQUIREMENTS

The SDWA, Title XIV of the Public Health Service Act, is the major federal environmental law targeted at protecting public water supplies from harmful contaminants. Congress initially enacted the SDWA in 1974 and substantially amended it in 1986 and 1996. The drinking water provisions of the SDWA are administered through an EPA program that establishes minimum standards and treatment requirements for PWSs in order to protect public health. *See* SDWA § 1412, 42 U.S.C. § 300g-1. These standards and requirements are known as the National Primary Drinking Water Regulations (“NPDWRs”) and are codified at 40 C.F.R. Part 141. The SDWA provides that states, as well as tribes that are approved for treatment in a similar manner as a state (“TAS”) for this purpose, may be approved to have primary implementation and enforcement authority (“Primacy”) for the drinking water systems within their jurisdictions. *See* SDWA §§ 1413, 1451, 42 U.S.C. §§ 300g-2, 300j-11, and 40 C.F.R. §§142.10, 142.72. The Public Water System Supervision (“PWSS”) Program is the basic program for regulating the nation’s PWSs, and 49 states and the Navajo Nation have assumed Primacy for this program.

EPA also has promulgated National Secondary Drinking Water Regulations, codified in 40 C.F.R. Part 143, pertaining to contaminants that affect “aesthetic qualities relating to the public acceptance of drinking water.” 40 C.F.R. § 143.1. Unlike the NPDWRs, the National Secondary Drinking Water Regulations are not enforceable but are intended as guidelines. *Id.*

IV. THE PARTIES

EPA is an executive agency of the United States that is in charge of implementing the provisions of the SDWA, including approving states and eligible tribes for Primacy. EPA is divided into 10 Regions nationwide. EPA Region 9 is charged with overseeing implementation of the provisions of the SDWA in the Pacific Southwest, which includes Arizona, California, Hawaii, Nevada, the Pacific Islands, and 148 Tribal Nations, including the Navajo Nation.³ EPA

³ The Navajo Nation extends into three states that are covered by three different EPA Regions (Regions 6, 8, and 9). Pursuant to a Memorandum of Agreement between the Navajo Nation and EPA Regions 6, 8, and 9, however, EPA Region 9 is the Region responsible for all environmental matters throughout the Navajo Nation. Memorandum from Daniel W. McGovern, Regional Administrator to Division Directors, Regional Indian Workgroup Members, “Memorandum of Agreement between the Navajo Nation and EPA Regions 6, 8, and 9,” November 15, 1991.

Region 6 is charged with overseeing implementation of the SDWA in the states of Arkansas, Louisiana, New Mexico, Oklahoma, and Texas, and in 66 Tribal Nations, including the Jicarilla Apache Nation. EPA Regions 6 and 9 will coordinate independently to ensure that the understandings in this MOU are implemented.

NMED is an executive agency of the State of New Mexico. NMSA 1978, § 9-7A-1. NMED applied for Primacy for the PWSS Program through an application to the EPA dated January 6, 1978. EPA approved NMED for Primacy through public notice in the Federal Register on March 2, 1978. 43 Fed. Reg. 8590 (March 2, 1978). This authorization gives NMED the responsibility to enforce the state drinking water regulations consistent with the NPDWRs, subject to EPA oversight and enforcement, in areas under state jurisdiction.

NNEPA is an executive agency of the Navajo Nation. Effective December 6, 2000, EPA approved the Navajo Nation for TAS and Primacy for the PWSS Program. 65 Fed. Reg. 66541 (November 6, 2000).⁴ NNEPA implements the PWSS Program pursuant to its authority under the Navajo Nation Safe Drinking Water Act (“NNSDWA”), 22 N.N.C. §§ 2501-2586, and has promulgated Navajo Nation Primary Drinking Water Regulations (“NNPDWRs”). In addition, Part 1800 of the NNEPA drinking water regulations contains the Navajo Nation Secondary Drinking Water Regulations (“NNSDWRs”), which, like their federal counterpart, are goals and are not enforceable, except that public notice is required for exceedances of the NNSDWR for fluoride. NNEPA implements the PWSS Program on an area-wide basis for PWSs located on tribal trust land within the exterior boundaries of the formal Navajo Nation Reservation, including the satellite reservations, and on a PWS-specific basis for PWSs on private fee land within the formal Reservation and on tribal trust and allotted land outside formal Reservation boundaries.

V. DEFINITIONS

For the purposes of this MOU, the following definitions and the definitions in the White Paper shall apply. Some of the definitions in the White Paper also are repeated below for ease of reference:

Component of the NGWSP – “Component of the NGWSP” shall mean any part of the NGWSP, including, but not limited to, the intake structures for the raw water, transmission mains, water treatment facilities, pumping plants, storage facilities, Turnouts, and all related appurtenances. It does not include any portion of the Consecutive Distribution System.

Consecutive Distribution System – Consecutive Distribution System means the piping and facilities downstream of all Consecutive Distribution System Entry Points that are constructed for the sole purpose of conveying Finished Water to service connections. This term excludes facilities associated with the Turnouts (such as connection pipelines, backflow prevention devices, master meters, or valves) that are constructed, installed, or modified for the purposes of

⁴ On July 2, 2018, EPA approved an additional Navajo Nation Primacy application for certain PWSs that were not covered by the 2000 Primacy approval. 83 Fed. Reg. 24990 (May 31, 2018).

moving, metering, or protecting Finished Water from the Delivery Points from the NGWSP (DPs) or a delivery point from a consecutive system to the CEPs.

Consecutive Distribution System Entry Point (CEP) - CEP means the point where Finished Water enters the Consecutive Distribution System. CEPs may include points where chlorinated well water, finished surface water, or water purchased from another supplier enters the Consecutive Distribution System. The CEPs for this Project will occur at a location after each DP. However, because no additional sources of Project Water will enter the Laterals after the water has left the water treatment plant, and because all water systems connected to the Laterals are classified as consecutive water systems, some CEP sampling required by the SDWA and the NPDWRs will take place prior to the CEP, at the Lateral System Entry Point to Distribution. This type of sampling is allowed by 40 C.F.R. § 141.29. The Disinfection Concentration, as defined in Table 1, will be measured at the Lateral System Entry Point to Distribution.

Design Review Components – “Design Review Components” shall mean all Components of the NGWSP that are subject to all applicable regulations in Part XV of the NNPDR or 20.7.10.201 NMAC.

Lateral System (Lateral) – “Lateral” means either of the two transmission mains and multiple Lateral Turnout Pipes that comprise the NGWSP, that is, the San Juan Lateral and the Cutter Lateral. The Laterals move water from their respective water treatment plants to the Turnouts where water is delivered to consecutive connections (Delivery Points from the NGWSP System) of the Project. Although the Laterals do not provide water directly to end consumers, they are Wholesale Systems because the Laterals convey Finished Water to the Consecutive Distribution Systems.

Lateral Turnout Pipe – “Lateral Turnout Pipe” means the pipe running from the Turnout to the Delivery Point from the NGWSP and may consist of the piping, valves, meters, and backflow prevention constructed as part of the Project. It does not include the CEPs or Consecutive Distribution Systems of individual consecutive PWSs.

Navajo Gallup Water Supply Project (NGWSP or Project) – “NGWSP” or “Project” shall mean the water supply project which begins at the intake structures for the Raw Water for each Lateral and ends at the Delivery Points from the NGWSP. The Project includes, but is not limited to, Raw Water intake structures, Lateral transmission mains, water treatment facilities, pumping plants, storage facilities, Turnouts, DPs, and all related appurtenances. The term includes the operator of the Project when the context so requires.

Turnout - Turnout means the point of connection on a Lateral for conveying Project Water to the Lateral Turnout Pipe.

VI. REGULATORY RESPONSIBILITY

This Section describes the roles and responsibilities of the Parties for implementation of the PWSS Program as it relates to the NGWSP and memorializes the understandings amongst the Parties as to how they will cooperate and coordinate with respect to that Project. The Parties

agree that jurisdiction over each regulated Component of the NGWSP and each regulated CEP is first determined by the land ownership and location of that Component of the NGWSP at the point of regulation, and then, if applicable, by the SDWA Primacy status of the Parties for the Component of the NGWSP at issue. Each Party will be the lead agency for all Components of the NGWSP that lie within its regulatory jurisdiction and for which it has Primacy (when applicable). Existing PWSs that will receive water from the NGWSP will remain regulated by the regulatory agency with current jurisdiction unless and until that jurisdiction changes. See Attachment C for a list of PWSs that will receive water from the NGWSP. If the drinking water regulations applicable to a treatment plant (described below) differ from those applicable at a CEP, the Party(ies) with jurisdiction over the regulated Component of the NGWSP or regulated CEP will specify which standards apply at those locations, in coordination with the other Parties to this MOU.

With regard to the proposed **Cutter Lateral**, BOR is planning to construct **the Cutter Lateral Water Treatment Plant** on Bureau of Land Management land that is located in New Mexico outside the boundary of the formal Navajo Nation Reservation. The Parties recognize that the Cutter Lateral Treatment Plant is therefore subject to NMED's application requirements and Public Water System Supervision Program. Similarly, NMED is the regulating entity for all Cutter Lateral Components of the NGWSP on federal and state land in the State of New Mexico, but Region 9 and/or NNEPA are the regulating entities for Cutter Lateral Components of the NGWSP on Navajo Nation trust or allotted lands.

With regard to the proposed **San Juan Lateral**, BOR is planning to construct **the San Juan Lateral Water Treatment Plant** on Navajo Nation trust land that is located within the boundaries of the formal Navajo Nation Reservation. The Parties recognize that the San Juan Lateral Treatment Plant is therefore subject to NNEPA's application requirements and Public Water Systems Supervision Program. Similarly, NNEPA is the regulating entity for all San Juan Lateral Components of the NGWSP within the formal Navajo Nation Reservation, but NMED is the regulating entity for San Juan Lateral Components of the NGWSP on federal, state, and privately-owned land outside the formal Navajo Nation Reservation in the State of New Mexico.

With regard to the **Tohlokai Pumping Plant** on the **San Juan Lateral**, BOR constructed it on Navajo Nation fee land located in New Mexico outside the boundary of the formal Navajo Nation Reservation. The Parties recognize that the Tohlokai Pumping Plant is therefore subject to NMED's application requirements and Public Water System Supervision Program. However, the Navajo Nation currently is preparing a fee-to-trust application for this land, and if the land is taken into trust for the Navajo Nation then the Parties agree that either NNEPA or EPA, as the case may be, will be the regulating entity for the plant.

In addition, the **Tohlokai Pumping Plant** currently is intended to serve both the Navajo Nation PWSs northwest of the City of Gallup and the Gallup Regional System and Reach 14. If that remains the situation when the San Juan Lateral comes on-line, BOR will ensure in the applicable operation and maintenance contracts that both NTUA and the City of Gallup have access to the Tohlokai Pumping Plant. However, BOR's current plan is for the Tohlokai Pumping Plant to serve the Navajo Nation PWSs and to construct a separate pumping plant downstream of the Tohlokai Pumping Plant that will serve the Gallup Regional System and Reach 14. If a

separate pumping plant is constructed, shared access to the Tohlokai Pumping Plant will not be needed.

Based upon their collective regulatory oversight of various aspects of the NGWSP, the Parties intend to cooperate and coordinate in the following manner:

a. Design Review

The NPDWRs do not include federal design review and approval requirements for PWSs; however, both NMED and NNEPA have such design review requirements within their Primacy programs. NMED and NNEPA therefore will be responsible for the design and construction review for each Design Review Component of the NGWSP within their respective jurisdictions. The Party with design review authority will electronically share with the other Parties the review results of all plans submitted to it by the applicant. Should a non-regulating Party seek different approval requirements than the regulating Party or have comments on the design plans, it is up to the non-regulating Party to raise the issue at the next Biweekly Design Conference Call hosted by the BOR for resolution. The Party with design review authority will notify the applicant of the regulatory issues raised by the non-regulating Party, any sanitary discrepancies, and recommendations and best practices as agreed upon by the Parties and BOR during or following the Biweekly Design Conference Call. The Regulating Party will share a draft response with the Parties before sending a final response to the Parties for a fourteen (14)-day review. In the event that BOR does not host the Biweekly Design Conference Calls, the non-regulating Party that seeks different approval requirements than the regulating Party or has comments on the design plans must schedule a call with the Parties to discuss the issues.

b. Construction Permits

NNEPA includes construction permit requirements in Part XVI of the NNPDR. Part XVI requires that an application for a permit to construct be submitted to NNEPA prior to any construction, expansion or modification taking place. *Id.* § 1603(A). The application must include, among other things, detailed plans, material and construction specifications, an engineering report, a wellhead/watershed protection area inventory, and a construction schedule. *Id.* § 1603(B). Application requirements and submittal procedures can be found on the NNEPA PWS website, <http://www.navajopublicwater.org>. *See, e.g.,* <http://www.navajopublicwater.org/Approval2Construct.pdf> for the application form and http://www.navajopublicwater.org/ConstructionPermit_FeeSchedule_Rev.pdf for the fee schedule. The permit is valid for three (3) years, *id.* § 1604. In addition, newly constructed facilities may not be placed into operation until a written approval of construction is issued, *id.* § 1610.

BOR has recognized that it needs to comply with the NNEPA construction permit requirements in NNPDR Part XVI, and the Parties have requested BOR to continue to do so. In addition, BOR must comply with NMED's drinking water system project application requirements. NMED does not issue nor require construction permits; however, the applicant is responsible for obtaining approval from NMED for the design or modification and construction of water supply systems and treatment works to ensure that construction bid documents conform

to applicable laws, regulations and engineering requirements and practices. Application requirements and application submittal procedures can be found at https://www.env.nm.gov/drinking_water/water-system-projects/. NMED relies upon the Recommended Standards for Water Facilities: Policies for the Design, Review and Approval of Plans and Specifications for water Supply System and Treatment Works available at: <https://www.env.nm.gov/wpcontent/uploads/2017/08/RecommendedStandardsforWaterFacilities.pdf>.

NMED does have several regulations that can affect a project's construction: 1) 20.7.10.201.R NMAC requires the applicant to notify the Department in writing of any deviations from approved plans and specifications that affect the design capacity, operating units, the functioning of water treatment processes, or the quality of water to be delivered, and if deemed appropriate the Department may require the submittal of revised plans and specifications prior to commencing construction; 2) 20.7.10.201.Q NMAC requires an applicant to submit a new application if construction is not started within one year of receiving approval; 3) 20.7.10.201.T NMAC requires the applicant to notify the Department when a project or well-defined phase of a project is at or near completion; and 4) 20.7.10.201.U NMAC requires the applicant to submit record drawings and certification of project completion within one hundred-twenty (120) days after project completion (<https://www.env.nm.gov/dwb/watersystemmodificationdesignconstruction.htm>).

c. Sanitary Surveys

Each Party will conduct sanitary surveys and issue notices of significant deficiency for Components of the NGWSP within its jurisdiction and subject to its sanitary survey requirements. Each Party shall provide to the other Parties, upon request and consistent with Section VIII of this MOU, the sanitary survey reports and any significant deficiency letters that it issues or may refer the Parties to a website or other electronic database containing such information.

d. Review of Reports and Monitoring Data

To the extent that a Party receives and reviews compliance reports and monitoring data for Components of the NGWSP within its jurisdiction and subject to its authority, that Party shall provide to the other Parties, upon request and consistent with Section VIII of this MOU, such reports and monitoring data, or may refer the Parties to a website or other electronic database containing such information.

e. Compliance Inspections

Each Party will conduct compliance inspections or site visits for Components of the NGWSP within its jurisdiction and subject to its authorities, and may invite other Parties to attend upon request and in the Primacy agency's discretion. Each Party shall provide to the other Parties, upon request and consistent with Section VIII of this MOU, results of such compliance inspections, or may refer the Parties to a website or other electronic database containing such information.

f. Notification to Consecutive Systems

As required under 40 C.F.R. § 141.90, any water system proposing a long-term change in water treatment shall submit written documentation to the Primacy agency describing the change. Similarly, under 40 C.F.R. § 141.708, a system that plans to make a significant change to its disinfection practice must notify the Primacy agency. When the Primacy agency, who is a Party, receives documentation of long-term changes in water treatments from water systems or notifications of significant changes to disinfection practices, the Primacy agency shall notify the other Primacy agencies in this MOU that oversee the consecutive systems, consistent with Section VIII of this MOU.

g. Enforcement

Each Party will conduct enforcement regarding the Components of the NGWSP within its jurisdiction and subject to its authorities.

VII. STATUTORY AND REGULATORY AUTHORITIES

Nothing in this MOU is intended to alter, limit, or expand the Parties' statutory and regulatory authorities.

VIII. SHARING OF INFORMATION

Consistent with limitations on sharing confidential business information, the Parties agree to share amongst each other public records related to the regulatory oversight of any Component of the NGWSP, including but not limited to the information identified for sharing in this MOU. For the purposes of this MOU, "public records" means any record that is either created or maintained by the Parties that is available to the public and is not otherwise protected by any privileges or exempt from disclosure by any laws. The Parties agree to share such public records as expeditiously as possible, with a goal of sharing them no later than thirty (30) days from the date of receipt of such records or creation of such reports or from the date that one or more of the other Parties request copies of them. In Section XIV below, each Party has designated an employee as the point of contact to facilitate sharing of information. If a Party's point of contact changes at any time during the duration of this MOU, then the Party will immediately notify the other Parties in writing of the change.

IX. CONFIDENTIAL BUSINESS INFORMATION

Each Party recognizes that any information provided to it or any of the other Parties that is claimed to be confidential business information will be handled by the receiving Parties in the following manner: (1) if the Party is EPA, in accordance with § 1445(d) of the SDWA (42 U.S.C. § 300j-4(d)) and 40 C.F.R. Part 2, subpart B, including 40 C.F.R. § 2.304; (2) if the Party is NMED, in accordance with the Inspection of Public Records Act, NMSA 1978, §§ 14-2-1 to 12; the Public Records Act, NMSA 1978, §§ 14-3-1 to 25; and NMED Policy 01-06 or (3) if the Party is NNEPA, in accordance with the Navajo Nation Privacy Act, 2 N.N.C. § 81 *et seq.*, including 2 N.N.C § 85(A)(19). The Parties understand that, based upon these laws, there may be

restrictions on sharing information claimed to be confidential business information amongst the Parties.

X. FINANCIAL PROVISION

As required by the Antideficiency Act, 31 U.S.C. §§ 1341 and 1342, all commitments made by EPA in this MOU are subject to the availability of appropriated funds and budget priorities. Nothing in this MOU, in and of itself, obligates the Parties to expend appropriations or to enter into any contract, assistance agreement, or interagency agreement, or incur other financial obligations. Any transaction involving transfers of funds between the Parties will be handled consistent with applicable laws, regulations, and procedures under separate written agreements.

XI. NO PRIVATE RIGHT OF ACTION

This MOU is not legally enforceable and shall not be construed to create any legal obligation on the part of any of the Parties. This MOU shall not be construed as providing a private right or cause of action for or by any person or entity, including the Parties.

XII. DURATION AND TERMINATION

Subject to the provision in Section I regarding the Navajo Nation's intent to obtain regulatory authority over all or additional Components of the NGWSP, this MOU shall remain in effect for a period of ten (10) years and may be renewed with the mutual written consent of the Parties. A Party may terminate its participation in this MOU at any time by providing written notice to the other Parties, at least thirty (30) days in advance of the desired termination date. Such termination does not, however, relieve any Party of the responsibilities otherwise prescribed by law or regulation. Termination by one Party does not require the termination of this MOU by the other Parties, and the remaining Parties may modify this MOU to address the situation as they deem appropriate.

XIII. MODIFICATION

Subject to the provision in Section I regarding the Navajo Nation's intent to obtain regulatory authority over all or additional Components of the NGWSP, this MOU may be extended or modified at any time with the mutual written consent of the Parties. Nothing prohibits the Parties' points of contact designated in Section XIV of this MOU from communicating in writing and making changes to the attachments as they may mutually agree upon through the years.

XIV. NOTICES

Communications regarding this MOU shall be sent in writing or by email to the following individuals:

For EPA:

Adam Ramos
U.S. EPA, Region 9
Drinking Water Section (WTR-4-1)
75 Hawthorne Street
San Francisco, CA 94105

Ramos.Adam@epa.gov
and

Miguel Moreno
U.S. EPA, Region 6
Safe Drinking Water Branch (6WD-DD)
1201 Elm Street
Dallas, TX 75270
Moreno.Miguel@epa.gov

For NMED:

Joe Martinez
New Mexico Environment Department
Drinking Water Bureau Chief
P.O. Box 5469
Santa Fe, NM 87502-5469
Joe.Martinez@state.nm.us

For NNEPA:

Yolanda Barney
Environmental Program Manager
Public Water Systems Supervision Program
Surface and Ground Water Protection Department
Navajo Nation Environmental Protection Agency
P.O Box 339
Window Rock, AZ 86515
ybarney@navajopublicwater.org


XV. EXECUTION

This MOU may be signed in counterparts and shall take effect upon the date of signature by the last Party to sign the MOU.

MEMORANDUM OF UNDERSTANDING between THE U.S. ENVIRONMENTAL
PROTECTION AGENCY, THE NEW MEXICO ENVIRONMENT DEPARTMENT, and
THE NAVAJO NATION ENVIRONMENTAL PROTECTION AGENCY Regarding the
NAVAJO-GALLUP WATER SUPPLY PROJECT

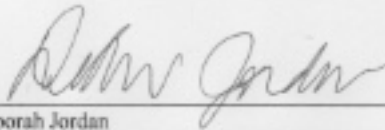


Jonathan Nez
President, Navajo Nation



Date

MEMORANDUM OF UNDERSTANDING between THE U.S. ENVIRONMENTAL
PROTECTION AGENCY, THE NEW MEXICO ENVIRONMENT DEPARTMENT, and
THE NAVAJO NATION ENVIRONMENTAL PROTECTION AGENCY Regarding the
NAVAJO-GALLUP WATER SUPPLY PROJECT

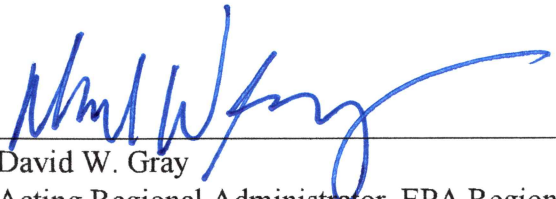


Deborah Jordan
Acting Regional Administrator, EPA Region 9

March 22, 2021

Date

MEMORANDUM OF UNDERSTANDING between THE U.S. ENVIRONMENTAL PROTECTION AGENCY, THE NEW MEXICO ENVIRONMENT DEPARTMENT, and THE NAVAJO NATION ENVIRONMENTAL PROTECTION AGENCY Regarding the NAVAJO-GALLUP WATER SUPPLY PROJECT



David W. Gray
Acting Regional Administrator, EPA Region 6

4/5/21

Date

MEMORANDUM OF UNDERSTANDING between THE U.S. ENVIRONMENTAL PROTECTION AGENCY, THE NEW MEXICO ENVIRONMENT DEPARTMENT, and THE NAVAJO NATION ENVIRONMENTAL PROTECTION AGENCY Regarding the NAVAJO-GALLUP WATER SUPPLY PROJECT

 Digitally signed by James Kenney
Date: 2021.03.19 15:06:12 -06'00'

James C. Kenney
Cabinet Secretary, New Mexico Environment Department

Date