

**Memorandum of Understanding Between  
The State Review of Oil and Natural Gas Environmental Regulations and  
The U.S. Environmental Protection Agency**

*Section 1: Purpose and Scope*

This document is a memorandum of understanding (MOU) between State Review of Oil and Natural Gas Environmental Regulations (STRONGER) and the United States Environmental Protection Agency (EPA).

In recognition of shared missions and responsibilities, the parties enter into this MOU with the purpose of facilitating greater collaboration and to achieve greater success in the effort to protect human health and the environment.

In the spirit of cooperative federalism, the parties recognize that success in protecting human health and the environment outcome cannot be fully realized by any single entity operating alone. Rather, the balance is achieved when states, in conjunction with affected communities, work together with the EPA to build partnerships rooted in trust and respect.

**Whereas** STRONGER is a 501(C)(3) nonprofit, multi-stakeholder, educational organization whose mission is to enhance protection of human health and the environment by providing services for the continuous improvement of state oil and natural gas environmental regulatory programs, and

**Whereas** the EPA is a U.S. federal agency with the responsibility of protecting human health and the environment, and

**Whereas** the EPA spearheaded the effort to reinvigorate the state review process in conjunction with stakeholders resulting in the creation of STRONGER in 1999 to ensure effective state oil and natural gas regulatory programs, and

Now, therefore, in the spirit of cooperative federalism and shared missions, STRONGER and the EPA enter in to this MOU.

*Section 2: Authorities and Limitations*

1. The EPA enters into this MOU pursuant to section 104 of the Clean Water Act (CWA), section 300j-1 of the Safe Drinking Water Act, section 103 of the Clean Air Act (CAA), section 8001 of the Solid Waste Disposal Act, and section 102(2)G of the National Environmental Policy Act (NEPA).
2. Nothing in this MOU alters the responsibilities or statutory authorities, policies, guidance of the EPA or the responsibilities of STRONGER.

3. This MOU does not restrict any future agreements between the EPA and STRONGER.
4. This MOU does not, in and of itself, obligate either party to expend funds. All commitments made by EPA are subject to the availability of appropriated funds. Any endeavor involving reimbursement, contribution, or financial assistance between the EPA and STRONGER will be handled according to applicable laws, regulations, and procedures; including policies relating to competition for contracts and assistance agreements, and subject to separate agreements. Neither party will submit a claim for compensation to the other party for activities carried out under this MOU.
5. This MOU is not legally binding on either party and does not create any rights or benefits, substantive or procedural, enforceable at law or in equity by any person against any party to the MOU.
6. Under Federal ethics rules, the EPA may not endorse products or services provided by private entities. Nothing in this MOU constitutes an endorsement by either party of the products, services, and/or fundraising activities of the other.

### *Section 3: Objectives and Responsibilities*

The objectives of this MOU are to:

1. Affirm EPA's commitment to meaningful participation in STRONGER's efforts to develop guidelines for state oil and natural gas environmental regulatory programs, conduct reviews of such programs and publish reports of those reviews.
2. Improve communication, coordination and collaboration between EPA and STRONGER on responsible oil and natural gas exploration and development activities.

The parties commit to the following responsibilities:

1. With the approval of the EPA's Office of General Counsel, two EPA officials (one from the Office of Air and Radiation and one from the Office of Land and Emergency Management) will continue to serve as *ex officio*, non-voting liaisons to the STRONGER Board of Directors. The EPA officials will always represent the interests of the EPA.
2. STRONGER will continue to develop and improve its guidelines for the evaluation of state oil and natural gas environmental regulatory programs as resources allow. STRONGER will provide the EPA with an update when the guidelines change.

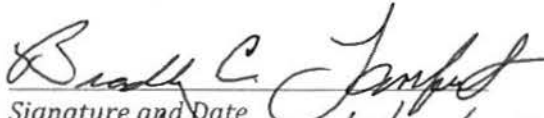
3. STRONGER will continue to review state oil and natural gas environmental regulatory programs as resources allow. STRONGER will provide the EPA with state review reports.
4. Identify and implement projects and activities that are in the mutual interest of both STRONGER and the EPA, consistent with EPA's authority and within EPA's legal and ethical constraints.
5. Participate in quarterly or periodic conference calls with the EPA's Office of Congressional and Intergovernmental Relations to identify opportunities to collaborate on oil and natural gas stakeholder activities relevant to the scope and purpose of this MOU.

Section 4: Signatures


This MOU is to take effect upon the signature of all the parties listed below and remain in effect for a period of three years, or until modified by mutual written consent. Prior to the end of three years, STRONGER and the EPA agree to discuss an extension of this MOU for mutual benefit. Either party may terminate its participation in this MOU by providing written notice to the other party at least ninety days prior to the desired termination date.


For the State Review of Oil and Natural Gas  
Environmental Regulations:

For the U.S. Environmental Protection  
Agency:

  11-29-18  
Signature and Date      Signature and Date  
Bradley C. Lambert      Andrew R. Wheeler  
Chairman      Acting Administrator

 11/28/18  
Signature and Date  
Gary E. Slagel  
Vice Chairman

 11-28-18  
Signature and Date  
Jon W. Goldstein  
Treasurer

 11-28-18  
Signature and Date  
Ryan M. Steadley  
Executive Director