



**DECENTRALIZED WASTEWATER MANAGEMENT
MEMORANDUM OF UNDERSTANDING BETWEEN THE U. S. ENVIRONMENTAL
PROTECTION AGENCY AND PARTNER ORGANIZATIONS**

- National Association of Towns and Townships (NATaT)**
- National Association of Wastewater Technicians (NAWT)**
- National Environmental Health Association (NEHA)**
- National Environmental Services Center (NESC)**
- National Onsite Wastewater Recycling Association, Inc. (NOWRA)**
- Rural Community Assistance Partnership (RCAP)**
- Water Environment Federation (WEF)**
- Association of Clean Water Administrators (ACWA)**
- Ground Water Protection Council (GWPC)**
- State Onsite Regulators Alliance (SORA)**
- Water Environment Research Foundation (WERF)**
- Association of State Drinking Water Administrators (ASDWA)**
- Association of State and Territorial Health Organizations (ASTHO)**
- Center for Disease Control and Prevention (CDC)/Agency for
Toxic Substances and Disease Registry (ATSDR)**
- NSF International**
- International Association of Plumbing and Mechanical Officials (IAPMO)**
- National Rural Water Association (NRWA)**
- National Association of Home Builders (NAHB)**

Background: In 1996, EPA published a “*Response to Congress on the Use of Decentralized Wastewater Treatments Systems.*” EPA concluded that decentralized (septic) systems are an integral component of our nation’s wastewater infrastructure and can protect public health and water quality if they are properly planned, sited, designed, installed and maintained.

More than 20 percent of U.S. households and 22 percent of new housing units are served by individual decentralized systems, according to the 2007 US Census Bureau's *American Housing Survey*. Approximately four billion gallons of wastewater are treated and discharged daily by these systems. More than half of the existing decentralized systems are more than 30 years old, and states indicate that between 10 percent and 20 percent, are malfunctioning at any given time. According to AHS.

This MOU reaffirms commitments made under previous MOUs signed in 2005, 2008 and 2011. EPA entered into these MOUs pursuant to Sections 104(a) and (b) of the Clean Water Act (33 U.S.C. 1254(a) and (b)) and Section 1442(a) of the Safe Drinking Water Act (33 U.S.C. 300j-1).

Purpose: The purpose of this MOU is to build on the successes of prior MOUs by working collaboratively to improve the overall performance and management of decentralized systems. Three new signatories, the International Association of Plumbing and Mechanical Officials (IAPMO), the National Rural Water Association (NRWA), and the National Association of Homebuilders bring to the MOU Partnership nationally recognized expertise in standard setting, water and wastewater supply, and infrastructure in rural communities.

Objectives: The objectives of this MOU renewal are to:

- Strengthen external partnerships.
- Improve decentralized wastewater treatment system performance through improved practitioner competency, management practices, research and technology transfer.
- Improve accountability, control, and oversight through enhanced state, tribal and local program implementation.
- Improve local decision making through improved public awareness, education programs, and information materials.
- Support the principles outlined in the *Voluntary Management Guidelines and Management Handbook for Decentralized Systems* developed by EPA's Office of Wastewater Management.

EPA and the Signatory Organizations intend to accomplish these objectives by working collaboratively to: Develop effective mechanisms for information exchange on program activities, regulations, and plans for engaging members in decentralized system activities.

Continue collaborative efforts to develop training, credentialing, and certification programs designed to improve consistency and competency among practitioners.

Develop a public awareness effort to promote improved system performance and management.

Develop materials for organizations interested in considering, planning or implementing decentralized systems for community wastewater treatment needs.

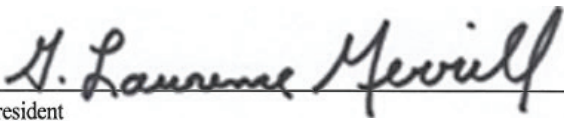
The activities of EPA and the Signatory Organizations, as well as the Steering Committee activities are explained in Appendix A. Any actions that EPA or the Signatory Organizations take in response to Steering Committee recommendations, including those in the work plan, must be based on independent legal authority and consistent with the limits described below.

Duration of Agreement: This Memorandum of Understanding is to take effect upon signing by the parties and remain in effect for a period of three years. This MOU may be extended or modified at any time, per the mutual written consent of the Signatory Organizations. Additionally, a Signatory Organization may terminate its participation in the MOU at any time by providing written notice to EPA and the other Signatory Organizations at least 30 days in advance of the desired termination date. The obligations the parties agree to in limits 5 and 6 below will continue after other provisions of this MOU have been terminated.

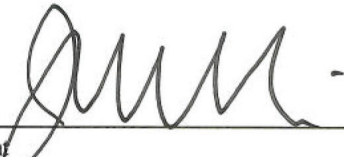
Limits:

1. This MOU is a voluntary agreement that expresses the good-faith intentions of the parties, is not intended to be legally binding, does not create any contractual obligations, and is not enforceable by any party.
2. All commitments made by EPA and CDC in this MOU are subject to the availability of appropriated funds. Nothing in this MOU, in and of itself, obligates EPA, CDC or the other Signatory Organizations to expend appropriations or to enter into any contract, assistance agreement, interagency agreement, or to incur other financial obligations that would be inconsistent with federal agency budget priorities, or to commit state agencies to any expenditure, obligation, or course of action that is beyond the authority of any state employees that may be MOU members. The Signatories agree not to submit a claim for compensation for services rendered to EPA or CDC in connection with any activities it carries out in furtherance of this MOU. Any transaction involving reimbursement, or contribution or transfer of funds between the parties to this MOU will be handled separately, in accordance with applicable laws, regulations, and procedures under separate written agreements.
3. Under Federal ethics rules, the federal government may not, with limited exceptions, endorse products or services provided by any non-federal entities. Nothing in this MOU constitutes an endorsement of any party by the other parties, including any products or services, or any fundraising activity or promotion. The Signatory Organizations agree not to make statements to the public at workshops and meetings, in promotional literature, on their web sites or through any other media that imply that EPA or CDC or any of their employees endorses the non-Federal Signatory Organizations or any of their services or products. In addition, the Signatory Organizations agree not to make statements that imply that EPA or CDC supports their efforts to raise public or private funds. Any statements or promotional materials prepared by Signatory Organizations that describe this MOU must be approved in advance by EPA.
4. This MOU does not create any right or benefit, substantive or procedural, enforceable by law or equity by persons who are not party to this agreement, against EPA or the Signatory Organizations, their officers or employees, or any other person. This MOU does not direct or apply to any person outside of EPA or the Signatory Organizations.
5. This MOU does not supercede, alter, supplement, vary or otherwise change financial assistance agreements entered into by EPA with any of the Signatory Organizations, including the states. It does not relieve any of the non-Federal Signatory Organizations or states of obligations or duties contained in law, regulations, or financial assistance agreements.
6. The parties agree that any copyrightable subject matter, including but not limited to journal articles, training, educational material or software, created jointly by the parties from the activities conducted under the MOU may be copyrighted by any Signatory Organization. The Signatory Organizations hereby grant to the government a royalty-free, nonexclusive, irrevocable right to reproduce, distribute, make derivative works, and publish and perform the work(s) publicly, or to authorize others to do so on its behalf.
7. The parties agree that any patented invention created by any Signatory Organization pursuant to the terms of this MOU will be jointly owned by the parties regardless of inventorship, unless an alternative agreement indicates otherwise.

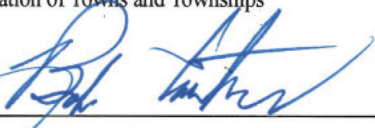
Acceptance: The undersigned agree, on this 19th day of November, 2014, to the program described in this Memorandum of Understanding.



President
National Association of Towns and Townships




President
National Association of Wastewater Technicians



President-Elect
National Environmental Health Association




Executive Director
National Environmental Services Center



President
National Onsite Wastewater Recycling Association



Executive Director
Rural Community Assistance Partnership



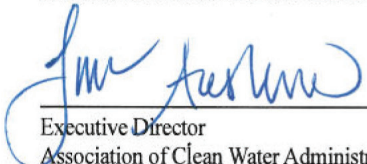
Chief Technical Officer
Water Environment Federation



Executive Director
Association of State and Territorial Health Officials




Executive Director
Ground Water Protection Council



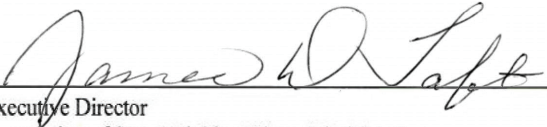
Executive Director
Association of Clean Water Administrators




Interim Executive Director
Water Environment Research Foundation



Director
National Environmental Services Center (on behalf of State Onsite Regulators Alliance)



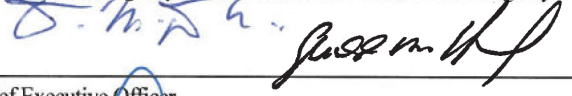
Executive Director
Association of State Drinking Water Administrators



Acting Director
National Center for Environmental Health/Centers for Disease Control and Prevention/ Agency for Toxic Substances and Disease Registry



General Manager
NSF International



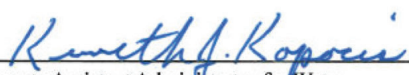
Chief Executive Officer
National Association of Home Builders



Deputy Chief Executive Officer
National Rural Water Association



Vice President for Government Affairs
International Association of Plumbing and Mechanical Officials



Deputy Assistant Administrator for Water
U.S. Environmental Protection Agency

Appendix A

MOU Partnership Activities

EPA and the Signatory Organizations' Activities: Consistent with the limits described in the MOU, EPA and the Signatory Organizations intend to:

- Provide information to their staff about this MOU as permitted by their employers and encourage them to become knowledgeable about decentralized wastewater systems.
- Place an announcement on their organization's website to inform their members and visitors that they have joined the MOU Partnership.
- Establish web links on their organization's website to the other MOU partners' websites.
- Publish article(s) in their organization's print and electronic newsletters. Promote MOU partner activities at their organization's conferences.
- Invite partners to speak, participate, and/or exhibit at their organization's conferences.

Steering Committee Activities: A Steering Committee composed of at least one representative from EPA and each of the Signatory Organizations will be convened to provide leadership and direction for the MOU. The Steering Committee is not a legal entity with powers to enter into contracts, incur liabilities, own or create intellectual property, or otherwise make legally binding commitments on behalf of EPA or other Signatory Organizations. Steering Committee activities may include, but are not limited to, the following actions:

- Developing a work plan that integrates the activities of EPA and the Signatory Organizations. Each year, the work plan will be updated to reflect tasks that the Steering Committee recommends that EPA and the Signatory Organizations take.
- Developing annual reports to track and evaluate progress. The Steering Committee will distribute meeting summaries and reports to their respective organizations. The Signatory Organizations intend to advertise the results of activities conducted under this MOU to members of the organizations, consistent with the limits described in the MOU.
- The Steering Committee will hold annual meetings and communicate regularly via scheduled phone or web-based conferencing.