



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

- Association of Clean Water Administrators (ACWA)
- Association of State and Territorial Health Officials (ASTHO)
- Association of State Drinking Water Administrators (ASDWA)
- Centers for Disease Control and Prevention (CDC)/National Center for Environmental Health (NCEH)/Agency for Toxic Substances and Disease Registry (ATSDR)
- Environmental Council of the States (ECOS)
- Ground Water Protection Council (GWPC)
- International Association of Plumbing and Mechanical Officials (IAPMO)
- 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)
- National Rural Water Association (NRWA)
- NSF International
- Rural Community Assistance Partnership (RCAP)
- State Onsite Regulators Association (SORA)
- Water Environment & Reuse Foundation (WE&RF)
- Water Environment Federation (WEF)

**Background:** Across the U.S., decentralized (septic or onsite) technology provides communities and homeowners with a safe, affordable wastewater treatment option. This is

particularly true in small, rural areas where connecting to centralized treatment is often too expensive or may not be available. Approximately 20 percent of all U.S. households (or 1 in 5 homes) and 16 percent of new housing units are served by individual decentralized systems, according to the 2015 US Census Bureau's *American Housing Survey (AHS)*.

In most cases, when decentralized systems are properly installed and maintained, they are a reliable means to help preserve valuable water resources, protect public health and support economic health and vitality in a community. However, approximately half of the existing decentralized systems are more than 30 years old, according to the AHS. Based on state data, it is estimated that a substantial percentage of decentralized systems are malfunctioning at any given time, posing a significant challenge to our nation's water resources and public health.

Through EPA's "*Response to Congress on the Use of Decentralized Wastewater Treatment Systems*" in 1997, EPA concluded that decentralized 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. This MOU was created in 2005 to improve the overall performance and management of decentralized systems through facilitated collaboration between EPA Headquarters, EPA Regions, state and local governments, and national organizations representing practitioners in this industry. These MOU partners have effectively worked together to facilitate information exchange on system technology, collaborate to support training efforts, promote public awareness on septic system care and maintenance, and produce materials on decentralized systems.

This MOU reaffirms commitments made under previous MOUs signed in 2005, 2008, 2011, and 2014. 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 (42 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, continue collaborative efforts on training and certification, promote public awareness and support education on the management of decentralized systems.

One new signatory, the Environmental Council of the States (ECOS), brings a critical leadership element to the MOU Partnership in facilitating quality relationships between Federal and State agencies to improve public health, and the environment.

**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.
- Support homeowners in small or rural communities in meeting their infrastructure and development needs by providing outreach and education materials on decentralized technology.
- Improve homeowners understanding of the role decentralized systems play in protecting local water quality and public health.

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.
- Continue 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 and core priorities of EPA and the Signatory Organizations for this MOU period are explained in Appendix A.

**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.

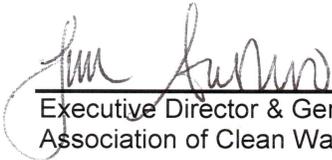
### **Limits:**

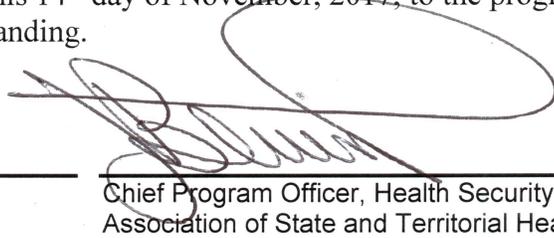
1. This MOU is a voluntary agreement that expresses the good-faith intentions of the parties, is not intended to be legally binding, does not create any contractual obligations, and is not enforceable by any party.
2. All commitments made by EPA and CDC in this MOU are subject to the availability of 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, federal employees may not, with limited exceptions, endorse or promote products or services offered by or 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 apply to any person outside of EPA or the Signatory Organizations.
5. This MOU does not supersede, 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 14<sup>th</sup> day of November, 2017, to the program described in this Memorandum of Understanding.

  
Executive Director & General Counsel  
Association of Clean Water Administrators

  
Chief Program Officer, Health Security  
Association of State and Territorial Health Officials

  
Executive Director  
Association of State Drinking Water Administrators

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

  
Executive Director & General Counsel  
Environmental Council of the States

  
Executive Director  
Ground Water Protection Council

  
Senior Vice President of Government Relations  
International Association of Plumbing and  
Mechanical Officials

  
Federal Director  
National Association of Towns and Townships

  
President  
National Association of Wastewater Technicians

  
Executive Director  
National Environmental Health Association

  
Director  
National Environmental Services Center

  
President  
National Onsite Wastewater Recycling Association

  
Deputy Chief Executive Officer  
National Rural Water Association

  
Business Unit Manager  
NSF International

  
Executive Director  
Rural Community Assistance Partnership

  
President  
State Onsite Regulators Association



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Chief Executive Officer  
Water Environment & Reuse Foundation



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Executive Director  
Water Environment Federation



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Acting Assistant Administrator for Office of Water  
U.S. Environmental Protection Agency

## Appendix A

### MOU Partnership Activities and Core Priority Areas

#### EPA and the Signatory Organizations' Activities

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

- Participate in MOU partner conference calls (at least one representative from each Signatory Organization), and meetings as scheduled.
- Promote core partnership activities related to decentralized systems, such as EPA's SepticSmart Week and quarterly MOU-sponsored webinars on their websites.
- Promote the partnership through the appropriate communication channels and inform members that they have joined the MOU partnership (for new partners), or that they have re-signed the MOU renewal agreement (for existing partners).
- Establish web links on their organization's website to the other MOU partners' websites.
- Provide information to their staff about this MOU as permitted by their employers and encourage them to become knowledgeable about decentralized wastewater systems.
- Encourage involvement in MOU partner activities at their organization's conferences through advertisement on newsletters, website, etc., related to partnership activities.
- As appropriate, invite MOU partners to speak, participate, and/or exhibit at their organization's conferences, and encourage a MOU partner spotlight during regularly scheduled partner conference calls.

#### Core Priorities of this MOU Partnership

EPA and the Signatory Organizations have identified the following core priorities that they intend to emphasize during the 2017 – 2020 MOU period:

- **Ensure decentralized systems are maintained and functioning properly in order to protect water quality and public health**
  - Utilize SepticSmart Week and the Decentralized MOU Partnership to encourage homeowner education and outreach on the proper care and maintenance of septic systems.
- **Obtain accurate, updated statistics on decentralized wastewater treatment system usage in the US**
  - Identify opportunities to collect national decentralized systems data through shared data collection efforts, state and national surveys, and/or seeking changes to the US Census.
- **Expand on opportunities to emphasize the utility of decentralized wastewater treatment systems**
  - Highlight new, innovative advanced wastewater treatment technologies such as water reuse (non-potable), nutrient reduction, or water efficiency. Publish guidance/technical documents that showcase uses of this technology, best management practices and/or relevant case examples.

- **Leverage existing funding mechanisms for decentralized wastewater treatment systems**
  - Identify and share financing opportunities for underserved communities and homeowners, and provide guidance on supporting topics, such as RMEs. Utilize existing platforms, such as the WIRFC Clearinghouse to promote and advertise financing mechanisms at a variety of consumer levels.
  
- **Emphasize decentralized wastewater treatment education**
  - Encourage a stronger decentralized wastewater curriculum in undergraduate and graduate programs to help train a future workforce. Convene academics and industry experts to discuss challenges and barriers in supporting this effort.
  
- **Promote job growth and professionalism in the decentralized wastewater industry**
  - Foster job creation in the decentralized wastewater sector by providing increased and advanced training/education for septic system professionals, technicians, pumpers, installers, etc., at national, state, and local levels.