



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

- Association of Clean Water Administrators (ACWA)
- Association of State Drinking Water Administrators (ASDWA)
- Association of State and Territorial Health Officials (ASTHO)
- Centers for Disease Control and Prevention (CDC)/National Center for Environmental Health (NCEH)/Agency for Toxic Substances and Disease Registry (ATSDR)
- DigDeep
- Environmental Council of the States (ECOS)
- Ground Water Protection Council (GWPC)
- International Association of Plumbing and Mechanical Officials (IAPMO)
- Indian Health Service (IHS)
- 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)
- US Water Alliance
- The Water Research Foundation (WRF)
- Water Environment Federation (WEF)

Background: Across the U.S., decentralized (septic or onsite) technology can provide communities and homeowners with a safe, affordable wastewater treatment option. This is particularly true in small, suburban, and rural areas where connecting to centralized treatment is often too expensive or may not be available. Decentralized wastewater systems are used throughout the country for both existing and new homes as well as commercial or large residential settings. Approximately 20 percent of all U.S. households (or 1 in 5 homes) are served by individual decentralized systems, according to the 2015 U.S. Census Bureau’s American Housing Survey (AHS). In addition, EPA estimated (1999) there are over 350,000 large-capacity septic systems (LCSS) used in commercial developments or residential settings (20 or more people) without centralized treatment options. A recent study indicates approximately one-third of new single-family homes built from 2015 to 2018 utilize decentralized systems (2020 Onsite Wastewater Installation Assessment, National Environmental Services Center).

EPA’s “Response to Congress on the Use of Decentralized Wastewater Treatment Systems” (1997) 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. In 2005, EPA sought to create a Memorandum of Understanding (MOU) 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, 2014 and 2017. 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.

The new signatories of this MOU include: DigDeep, Indian Health Service (IHS), and US Water Alliance.

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 2003 “Voluntary Management Guidelines” and 2005 “Management Handbook for Decentralized Systems” developed by EPA’s Office of Wastewater Management.
- Support homeowners in small suburban 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.
- Improve equitable access to decentralized wastewater management options among low-income households, communities of color, tribal communities, and other groups in underserved areas.

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.

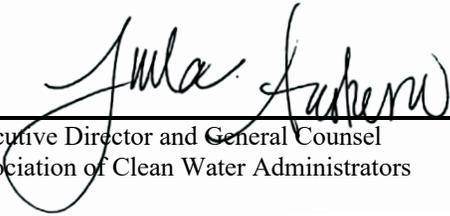
Limits:

1. This MOU is a voluntary agreement that expresses the good-faith intentions of the parties, and, with the exception of the provisions addressing intellectual property, 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, CDC or IHS in this MOU are subject to the availability of appropriated funds. Nothing in this MOU, in and of itself, obligates EPA, CDC, or IHS, 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 their budget priorities. The Signatory Organizations agree not to submit a claim for compensation for services rendered to EPA, CDC or IHS in connection with any activities it carries out in furtherance of this MOU.

This MOU does not exempt the Signatory Organizations from Federal Signatory Organizations' policies governing competition for assistance agreements. 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.

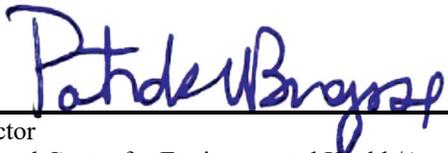
3. Under Federal ethics rules, federal employees may not, with limited exceptions, endorse or promote products or services offered by or provided by any non-Federal entities. Nothing in this MOU constitutes an endorsement of any party by the other parties, including any products or services, or any fundraising activity or promotion. The non-Federal 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, CDC or IHS or any of their employees endorses the non-Federal Signatory Organizations or any of their services or products. In addition, the non-Federal Signatory Organizations agree not to make statements that imply that EPA, CDC or IHS supports their efforts to raise public or private funds. Any statements or promotional materials prepared by the non-Federal 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 non-Federal Signatory Organization. The non-Federal Signatory Organizations hereby grant to the United States 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 23rd day of September 2020, to the program described in this Memorandum of Understanding.


Executive Director and General Counsel
Association of Clean Water Administrators


Executive Director
Association of State Drinking Water Administrators

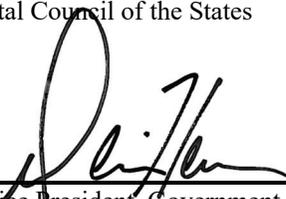

Chief Program Officer, Health Security
Association of State and Territorial Health Officials

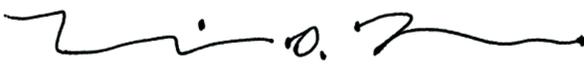

Director
National Center for Environmental Health/Agency for
Toxic Substances and Disease Registry
Centers for Disease Control and Prevention


Chief Executive Officer and Founder
DigDeep


Executive Director
Environmental Council of the States


Executive Director
Ground Water Protection Council

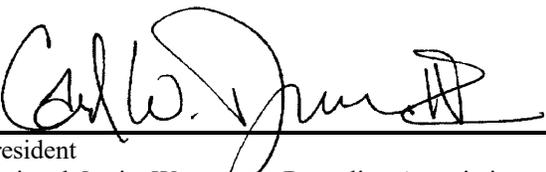

Executive Vice President, Government Relations
International Association of Plumbing and Mechanical
Officials


Assistant Surgeon General, U.S. Public Health Service
Director
Indian Health Service


President
National Association of Wastewater Technicians


Executive Director
National Environmental Health Association


Program Manager
National Environmental Services Center


President
National Onsite Wastewater Recycling Association


Chief Executive Officer
National Rural Water Association



Business Unit Manager
NSF International



Chief Executive Officer
Rural Community Assistance Partnership



President
State Onsite Regulators Association



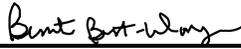
Chief Executive Officer
US Water Alliance



Chief Technical Officer
Water Environment Federation



Chief Executive Officer
The Water Research Foundation



Deputy Assistant Administrator
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 through appropriate communication vehicles.
- 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, as appropriate.
- 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 2020 – 2023 MOU period:

- **Increase outreach and public education to ensure decentralized wastewater and septic systems are properly maintained to protect water quality and human health**
 - Utilize the SepticSmart Program and SepticSmart Week to leverage outreach and public education on decentralized wastewater and septic systems
- **Identify and utilize current information and data on the use and performance of decentralized wastewater and septic systems in the US**
 - Provide accurate, up-to-date information and statistics on decentralized wastewater systems use and performance for decision-makers and communities
- **Promote the benefits of advanced decentralized treatment technologies within the wastewater industry and to the public**
 - Develop products that inform and promote advanced decentralized wastewater technology for communities and homeowners
- **Share information on funding sources and pursue innovative public and private financing options to help communities and homeowners replace, upgrade, or maintain decentralized wastewater systems**

- Local, state and federal governments have tools and resources to provide homeowners with existing funding mechanisms for decentralized and septic system repair and replacement
- **Expand mechanisms to address workforce, education, training, and research needs related to the decentralized wastewater industry to improve future sustainability**
 - Identify opportunities to recruit or train decentralized workforce and pursue priority decentralized research needs