



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

- Consortium of Institutes for Decentralized Wastewater Treatment (CIDWT)
- National Association of Towns and Townships (NATaT)
- National Association of Wastewater Transporters, Inc. (NAWT)
- National Environmental Health Association (NEHA)
- National Environmental Services Center (NESC)
- National Onsite Wastewater Recycling Association, Inc. (NOWRA)
- Rural Community Assistance Partnership, Inc. (RCAP)
- Water Environment Federation (WEF)
- Association of State and Interstate Water Pollution Control Administrators (ASIWPCA)
- 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)

**Introduction:** Communities across the U.S., large and small, rural and urban, face significant water quality and public health problems from onsite/decentralized wastewater systems (commonly called septic systems). One of the greatest challenges that small and rural communities face is the improper operation and maintenance of septic systems, leading to system malfunctions.

In 1996, EPA published a “*Response to Congress on the Use of Decentralized Wastewater Treatments Systems.*” EPA concluded that these systems can provide protection of the environment and public health at lower costs and are suitable for differing site conditions and ecologically sensitive areas. Several major impediments were observed for improving the system’s acceptance, such as lack of awareness and public misperception of decentralized systems.

More than 20 percent of U.S. households and 22 percent of new housing development are served by individual septic systems, according to the 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 systems are more than 30 years old, and states indicate that at least 10 percent and up to 25 percent, are not working at any given time. Population is

increasing and shifting geographically in areas that are least prepared to meet the demand. Protecting and preserving the nation's water infrastructure is critical to our economic future and human health. Decentralized wastewater systems can be protective of public health and water quality if they are properly planned, sited, designed, installed and maintained.

EPA issued a Program Strategy for the Decentralized Wastewater Program on January 12, 2005 for improving the performance of decentralized wastewater treatment systems. This strategy identifies EPA's vision, mission and actions to improve the performance of decentralized wastewater treatment systems. One of the components of the Program Strategy is a Memorandum of Understanding (MOU) between EPA and organizations involved in managing decentralized wastewater systems. The MOU is intended to upgrade the professionalism within the industry and facilitate collaboration between EPA Headquarters, EPA Regions, state and local governments, and national organizations representing practitioners in this area, leading towards efforts to improve system performance.

In 2005, the first eight organizations listed above entered into a "Memorandum of Understanding (MOU) Regarding Cooperation in Decentralized Wastewater Management" to formalize the ongoing cooperative relationship to effectively address issues pertaining to decentralized wastewater treatment systems. The 2005 MOU facilitated the signatory organizations' efforts to strengthen the relationship between the organizations and initiate collaborative efforts aimed at improving the credibility and professionalism within the industry. The duration of that MOU was three years.

**Purpose:** The purpose of this MOU is to continue the efforts begun under the 2005 MOU and to include additional organizations and expand upon the goals of the cooperative relationship between the Signatory Organizations by including a focus on state decentralized management programs and research components.

**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.

**Collaborative Activities:** EPA and the Signatory Organizations intend to collaborate on activities that may include, but are not limited to, the following tasks:

- Developing effective mechanisms for information exchange among signatories on program activities, regulations, and plans for engaging members in decentralized system activities.
- Continuing collaborative efforts to develop training, credentialing, and certification programs designed to improve consistency and competency among practitioners.

- Developing a public awareness effort to promote improved system performance and management.
- Developing materials for organizations interested in considering, planning or implementing decentralized systems for community wastewater treatment needs.

**EPA and the Signatory Organizations' Activities:** 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 organizations' website to inform their members and visitors of their joining the MOU.
- Establish web links of the other MOU partners on their organizations' website
- Publish article(s) in their organizations' print and electronic newsletters and the like.
- Promote MOU partner activities at their organizations' conferences.
- Invite partners to speak, participate, and/or exhibit at their organizations' 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 does not have the authority to make 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 new 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. Results of activities conducted under this MOU will be advertised to members of the organizations.
- The Steering Committee will hold annual meetings and communicate regularly via phone or web-based conferencing.

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.

**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 notice to EPA and the other Signatory Organizations.

**Limits:**

1. As required by the Antideficiency Act, 31 U.S.C. 1341 and 1342, any commitments made by EPA in this MOU are subject to the availability of appropriated funds. Nothing in this MOU, in and of itself, obligates EPA or the 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 EPA 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 in connection with any activities it carries out in furtherance of this MOU. Any transaction involving reimbursement or contribution of funds between the parties to this MOU will be handled separately, in accordance with applicable laws, regulations, and procedures under separate written agreements.

2. Under Federal ethics rules, EPA may not endorse products or services provided by private entities. Nothing in this MOU constitutes an endorsement of the purchase or sale of products and services provided by the Signatory Organizations or any of their consultants, contractors or service providers. The Signatory Organizations agree not to make statements to the public at workshops and meetings, promotional literature, on their web site or through any other media that imply that EPA endorses or any of their services or products. In addition, the Signatory Organizations agree not to make statements that imply that EPA 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.
3. 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.
4. 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.
5. 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.
6. 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 19<sup>th</sup> day of November, 2008, to the program described in this Memorandum of Understanding.

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Executive Director  
National Association of Towns and Townships

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President  
National Association of Wastewater Transporters

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Date

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Date

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President-Elect  
National Environmental Health Association

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Director  
National Environmental Services Center

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President  
National Onsite Wastewater Recycling Association

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Executive Director  
Rural Community Assistance Partnership

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Date

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Executive Director  
Water Environment Federation

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Board Designee  
Consortium of Institutes for Decentralized  
Wastewater Treatment

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Date

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Date

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Vice President  
Ground Water Protection Council

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Executive Director  
Association of State and Interstate  
Water Pollution Control Administrators

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Date

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Date

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Executive Director  
Water Environment Research Foundation

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

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Date

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Date

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Ben Grumbles, Assistant Administrator for Water

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Date