

Certification Guide for Wastewater Treatment Systems and Components



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High Standards • Integrity • Technical Expertise



ANSI Accredited Program
PRODUCT CERTIFICATION
NSF/ANSI Standards 40/46/245
#0833

Disclaimer

North American Testing, LLC (NAT) in performing its operations in accordance with its objectives, does not assume to discharge any responsibility of the supplier applying for certification (herein after referred to as the Company) or any other party. The opinions and findings of NAT represent its professional judgment. NAT shall not be responsible to anyone for the use of or reliance upon these procedures and policies by anyone. NAT shall not incur any obligation of liability for damages arising out of or in connection with the use, interpretation of, or reliance upon these procedures and policies.

Introduction

The NAT Wastewater Certification Program is designed to cover the certification of components intended to be used to create a complete, functional wastewater treatment system. A product that has been certified according to NAT's Wastewater Certification Program shall bear the registered NAT Mark as evidence of the product's conformity with the applicable Standard. As part of the authorization to use the Certification Mark, the Company agrees to abide by the policies and procedures specified herein.

While the specific Standards outline the requirements for the products being certified, policies and procedures are necessary to outline the requirements for achieving and maintaining certification. These policies and procedures include, among other things, provisions relating to audits, testing, records, complaints, corrective action/enforcement, appeals, product marking, surveillance, listing formats and material review processes. The policies and procedures must be considered in their entirety and shall be applied within the context of the applicable Standard referenced in the contract between the Company and NAT. NAT offers certification of products to any Company subject to the requirements of the specific Standard and the policies and procedures contained within this and other referenced documents.

1. How does a Company achieve and maintain certification?

a. Eligibility for Certification

Any Company that manufactures products covered by a Standard for which NAT offers certification is eligible to have its products certified.

b. Application for Certification

To be considered for certification, a Company must submit the appropriate application to NAT. The application form can be downloaded from our website, www.northamericantesting.org.

c. Contract for Certification

The Company shall execute the standard contract provided by NAT prior to initiating the certification process.

d. Granting Certification

Product certification shall be granted to the Company when the product submitted for certification meets the requirements specified in the applicable certification scheme.

e. Notification of Certification

NAT shall advise the Company in writing once it achieves Certification and the Company's Certification shall be officially listed on the NAT website. NAT shall issue to the Company a Product Testing and Evaluation Certification Report, a Certificate of Conformity and a License of Authority to Use the Certification Mark.

f. Maintaining Certification

The Company agrees that the certified product supplied by them will comply with the stated requirements of the applicable certification scheme and general and specific rules outlined in the Certification Guide and Licensing Agreement. The Company agrees that NAT will have unobstructed access without prior written notification to the premises of the facility for which the license is granted for surveillance purposes. The Company agrees that the certified products will be produced to the same specifications as the certified sample. The certification remains in effect until withdrawn for just reasons by either party.

g. **Determination of Suspension vs. Withdraw**

The Project Manager shall determine, based on the severity of the non-compliance, whether the certification shall be suspended or withdrawn. A suspension will result in a letter to the Company notifying the Company of the non-compliance. If corrective action is taken and documented by the Company within 30 days, no further action will be taken. If corrective action is not taken by the Company within 30 days, certification will be withdrawn and the Company must comply with the policy outlined in sections 11 and 12 to effect reinstatement of product certification.

h. **Suspending Certification**

NAT may suspend certification for noncompliance until corrective actions are completed by the Company (see Section 11).

i. **Withdrawing Certification**

Certification may be withdrawn for a variety of reasons as outlined in Section 11. Certification may be reinstated as outlined in Section 12.

j. **Extending or Reducing the Scope of Certification**

If the scope of an applicable Standard is revised, NAT shall determine the requirements, if any, for affected Companies to maintain compliance with the Standard. NAT shall notify the Companies in writing as to the necessary requirements to maintain certification as well as a timetable for the Company to meet compliance with the necessary requirements.

k. **Reevaluation**

NAT may require reevaluation of a certified product for a variety of reasons. Some possible reasons, not to be considered all-inclusive, are:

- i. Changes significantly affecting the product's design or specification;
- ii. Changes in the Standard(s) to which the product is certified;
- iii. Changes in the ownership, structure or management of the Company; or
- iv. Any other information indicating the product may no longer comply.

The steps in Sections 11 and 12 shall be followed as applicable.

2. What are the fees associated with the certification process?

The Company is responsible for various fees associated with the certification process. A fee schedule is available upon request.

a. **Certification Fee**

The Company shall submit full payment of the initial certification fee prior to granting of the official certification.

b. **Annual Compliance Fee**

The Company shall be responsible on an annual basis for fees for continued conformance and certification. The Company shall be invoiced for annual services in December and the invoice shall be dated January 1, payable 30 days net.

c. **Reinstatement Fee**

If a Company's certified product is decertified for noncompliance, the Company shall pay a reinstatement fee after satisfactory corrective action is completed by the Company and NAT has verified the product is once again in compliance with the applicable Standard.

d. **Additional Fees**

The Company shall be responsible for any additional fees and costs incurred by NAT to monitor the Company's compliance with the certification program.

3. What audits and inspections are required to achieve and maintain certification?

a. **Initial Site Inspection**

An initial inspection of each manufacturing site must be successfully completed prior to certification.

b. **Annual Audit (Surveillance)**

At least one unannounced manufacturing site audit shall be conducted annually to ensure continuing compliance.

c. **Company Access**

The Company shall cooperate with NAT and provide access to its facilities for conducting audits whether announced or unannounced. NAT personnel shall be given the assistance necessary to complete their duties. They shall be given full access to all records necessary to complete their required duties. While in a Company's facility, NAT representatives shall comply with all applicable health and safety rules and be accompanied by a Company representative.

d. **Audit Report**

NAT shall provide a written Audit Report to the Company within three business days of the audit.

e. **Authorized Representatives Surveillance**

If a Company distributes its products through authorized representatives, the Company shall audit a minimum of 10% of the authorized representatives annually. The Company shall provide written reports of the audits to NAT on forms provided by NAT (QF13.1.1.) Each authorized representative shall maintain a copy of the NAT Certification Guide and the appropriate Standard.

The Company shall disclose to NAT contact information for each authorized representative distributing, installing or servicing a certified product. The Company is responsible for ensuring that each authorized representative complies with all NAT requirements. The Company shall notify NAT within thirty days of any authorized representative who is no longer selling, installing or servicing a certified product, and shall supply NAT with the contact information of the new entity providing the maintenance and service required by NAT policies.

f. **Reevaluation of Certified Products**

At the end of seven years after a Company's product achieves certification, NAT will evaluate any changes that may have taken place involving the certified product and make a determination of the level of testing that must be completed for continuing compliance and to demonstrate continued product effectiveness as previously tested and certified. If NAT notifies the Company of a need for retesting, the Company shall supply the product to NAT within six months of the notification.

g. **Revisions to Standards**

If there is a revision to an applicable Standard utilized in the certification scheme, all certified products shall be verified as complying with the Standard's revisions. NAT shall issue an effective date of implementation.

4. What records are required in the certification scheme?

a. **Documentation Report**

The Company shall submit to NAT sufficient information to document that a product eligible for certification fully conforms to all applicable requirements for certification. Upon review by NAT, if the Documentation Report is deemed acceptable, it shall be registered by NAT. A registered copy shall be maintained by NAT and by the Company at each manufacturing location to be used by NAT during audits. If a product has a registered Documentation Report, periodic testing may not be required by NAT for continuing certification of that particular certified product.

b. **Company Product Records**

The Company shall maintain at the manufacturing facility three prior years of purchase records, at a minimum, applicable to the materials and components used in the manufacture of the certified product. The same shall apply for records of production, shipment and inventory of the certified product. Upon request, the Company shall provide NAT full access to such records.

c. **Records of Complaints**

The Company shall make available to NAT a record of any complaints received regarding a certified product since the previous facility audit. The records shall include:

- i. The nature of the complaint;
- ii. The model # of the certified product in question;
- iii. Confirmation of remedial action; and
- iv. Status of the complaint.

d. **Installation and Service Records**

The Company and/or their authorized representative shall maintain at the appropriate location records of installation and service of certified products. These records shall be made available to NAT upon request and shall include:

- i. The date and location of the installation;
- ii. The date(s) and record(s) of service and maintenance; and
- iii. Contact information of the service provider.

5. What are the procedures involved with product testing?

a. **Test Scheme**

The product to be certified is tested for conformance to the protocol outlined in the applicable Standard.

b. **Product Design Information**

The Company shall provide to NAT product design and engineering information. This information shall be sufficient to document the product for evaluation, testing and certification.

c. **Testing Facility**

The Company shall pay for the transportation to, and for the installation of, its product at the testing facility. Access to the testing facility shall be arranged with a minimum of 48 hours notification to the NAT Program Manager.

d. **Individual Testing Site**

The Company installing their product at the testing facility may cover their product with a ventilated shelter that conforms to NAT's requirements for appearance as well as any local zoning codes that may apply.

e. **Test Report**

Upon satisfactory completion of evaluation and testing, NAT shall provide the Company with a complete test report titled "Product Testing and Evaluation Certification Report." The report shall detail the results of the certification evaluation and testing as well as a complete description of the product.

f. **Certification of Additional Models**

Additional models of the certified product may be authorized for certification without testing if a Company documents to the satisfaction of NAT that the testing of the certified model verifies the additional models will comply with all NAT requirements.

g. **Documentation Report**

NAT and the Company shall review and finalize the Documentation Report (see Section 4a) within 90 days of completion of product certification. Any accepted changes shall be added to the registered Documentation Report.

6. Confidentiality

NAT shall keep confidential any and all information supplied to it by the Company as well as any and all information gained during site inspections and surveillance audits.

7. Official Listing

The NAT official listing shall include:

- a. The Company name and address;
- b. Manufacturing location;
- c. Product description;
- d. Model designation;
- e. Class rating; and
- f. Listing of each state/province/country in which the listed Company has an authorized representative.

8. Obligations for Product Marking, Performance and Service

a. Marking Certified Products

Certified products shall bear the NAT Mark. Only products that are in full compliance with all applicable NAT requirements and have been certified by NAT shall bear the Mark. The Company shall place the Mark only on those products with a model designation shown in the Official Listing. If a Company is found to have placed the Mark on non-certified products, NAT may withdraw certification for all of a Company's products. If a Company is found using the Mark in a misleading manner, NAT may withdraw certification for all of a Company's products.

b. Literature Required by Standard

Prior to final certification, the Company must have product labels and documents that fully comply with applicable NAT requirements including:

- i. Control panel and system data plates;
- ii. Service Label;
- iii. Owner's Manual;
- iv. Operation and Maintenance Manual;
- v. Installation Manual;
- vi. Troubleshooting/Repair Guide; and
- vii. Any other literature as required by the applicable standard.

c. Guidelines for Use of the Mark

The Company must comply with the following when using the Mark:

- i. The Company shall code literature and packaging to indicate version;
- ii. The Company shall not imply that any non-certified products are certified;
- iii. The Company shall not imply that a product is certified for a use for which it is not certified.

d. Limited Warranty

The Company shall warrant their certified products to be free of defects in materials and workmanship for a minimum of two years from the installation date. The Company shall fulfill the terms of the warranty by repairing or exchanging any components that are deemed by the manufacturer to be defective.

e. Service Obligations

The Company must furnish an initial two-year Service Policy to the owner, and the Service Policy shall be included in the original purchase price. The initial Service Policy shall require four service visits (where applicable) scheduled at six month intervals over the two-year period during which all components shall be inspected and serviced as required. The initial Service Policy shall make provisions for the following:

- i. Written notification to the owner about improper system operation including an estimated date for correction;
- ii. An inspection of the effluent quality for odor, color, turbidity and scum overflow;
- iii. Purchase by the owner of an optional extended Service Policy;
- iv. Emergency service availability within 48 hours of notification by the owner; and
- v. A stock of replacement parts to be utilized in the event a defective component cannot be repaired in the field.

9. Complaints Related to Certified Products

Complaints of any nature related to certified products and received in any means shall be investigated by NAT. NAT shall acknowledge receipt of the complaint and inform the subject of the complaint if deemed applicable. NAT shall take appropriate action and confirm to the complainant that the allegation has, or has not, been verified as correct. NAT has a formal procedure to address complaints. When complaints are received by the Company, the Company shall:

- a. Acknowledge the complaint to the complainant;
- b. Investigate the complaint and take appropriate subsequent action to correct any deficiencies that may affect compliance with certification requirements;
- c. Document the action taken and retain the documentation for review by the NAT Certification Compliance Field Inspector during the next Surveillance Audit.

10. Surveillance

NAT conducts annual Surveillance Audits of the Company to ensure certified products remain in compliance with certification requirements. The Certification Compliance Field Inspector utilizes the Plant Audit Form (QF4.6.1) to conduct the audit and verify the Company continues to comply with the items listed in the Report. If the Company is found to be in compliance, a copy of the Report is provided to the Company and no further action is taken. If the Company is found to be out of compliance, appropriate action is taken as outlined in Section 11. In the event a Company certifies a product but is not yet in production of system components when surveillance is due, NAT shall postpone surveillance until such time system components are available for inspection. In this situation, NAT shall require a letter from the Company stating when production shall commence. The Company is responsible for Surveillance Audits of their Authorized Representatives as outlined in Section 3e.

11. Noncompliance and Corrective Action

A certified product may be deemed in noncompliance for a variety of reasons. NAT shall advise a Company in writing of any item of noncompliance. The Company shall promptly effect correction of all items of noncompliance. Within thirty days of receipt of the written notice, the Company shall submit to NAT a root cause analysis, the corrective action and a plan to prevent recurrence of the noncompliance. NAT uses various means of enforcement action to address issues of noncompliance as outlined below. A Company has the right to appeal these actions as outlined in Section 13.

a. Initial Certification

If during initial certification a Company's product is found to be noncompliant, the Company must submit its investigation into the cause of the noncompliance and its decision regarding the resolution of the test. If NAT accepts the cause of the noncompliance, the Company may pursue further testing under the same conditions or request the product be retested.

b. Nonconforming Surveillance of Certified Products

If a certified product is found to be in noncompliance, NAT shall notify the Company in writing of the noncompliance. The Company shall promptly ensure that any continuing production and finished inventory is in compliance, and if it is not, suspend distribution of those products. The Company shall determine the cause of the noncompliance and issue to NAT a written proposed corrective action addressing the noncompliance. NAT shall retest the product, if they deem it to be necessary, to verify success of the corrective action. The Company shall be responsible for any costs to verify compliance. If after retesting the product is still found to be noncompliant, NAT shall withdraw certification.

c. Changes to a Certified Product

Upon determination by NAT of unauthorized changes by a Company to a certified product related to NAT requirements, the Company shall hold the changed product in inventory until authorized in writing by NAT to release the product for sale. Based on the ramifications of the change on product

performance, NAT shall take appropriate enforcement action up to and including withdrawal of certification and product recall.

d. **Bribes Offered to NAT**

Any attempt by a Company to offer inducement or bribes to NAT shall result in immediate withdrawal of certification and filing of criminal charges.

e. **Other Reasons for Certification Suspension or Withdrawal**

Other possible reasons for suspension withdrawal of certification may include:

- i. The Company's wish to withdraw certification;
- ii. NAT determines the product is hazardous;
- iii. Non-payment by the Company of fees to NAT;
- iv. Violations of an existing Standard or failure to conform with new requirements as a result of revisions to an existing Standard.

f. **Procedures for Enforcement Actions – Administrative Hearing**

If a Company's products are found to be in noncompliance, the Company may be ordered to appear at an Administrative Hearing. The noncompliance shall be discussed and conditions for continued certification shall be specified by NAT. If the Company does not attend the Hearing or does not agree with the conditions for continued certification, certification may be withdrawn.

g. **Procedures for Enforcement Actions – Recall of Products**

The Company shall provide NAT full and prompt access to its production and shipping records to determine locations of affected products. The Company shall draft a voluntary recall notice and transmit the notice to each known recipient of the affected product. The Company shall provide evidence that the recall notice was received by all intended recipients. The Company shall provide verification of the quantities of product received from each customer and the dates returned. The Company shall hold the product for verification by NAT. If the recall cannot be completed, NAT may issue a public notice of the recall.

h. **Procedures for Enforcement Actions – Public Notice**

NAT may issue a public notice for noncompliance with any NAT requirement. The Company shall cooperate in good faith with NAT to determine who should receive the public notice. The means of notification and extent of distribution of the public notice shall be based on the seriousness of the noncompliance and risk to public safety.

i. **Procedures for Enforcement Actions – Certification Withdrawal**

NAT may withdraw certification at any time for a Company's failure to comply with NAT requirements. NAT shall inform the Company in writing of certification withdrawal. Upon receipt of notification, the Company shall immediately stop applying the Mark to the product. Upon withdrawal of certification, NAT may require the Company to isolate, dispose of, modify or destroy the product to ensure it is not sold as a certified product. The disposal, modification or destruction shall be completed within twenty days of notification to the Company by NAT and shall be verified by NAT. The Company may, at its expense, be required to surrender to NAT any and all Marks, marking devices and marked product within twenty days of notification by NAT to the Company of the action. The Company shall acknowledge in writing to NAT that it is no longer authorized to use the NAT Mark. NAT may make public the withdrawal of certification, and the Company may be required to inform its authorized representatives of the certification withdrawal.

12. Reinstatement

If certification is withdrawn by NAT for any reason, products may not be recertified until NAT verifies that all areas of noncompliance have been satisfactorily corrected. The procedure required to recertify the product shall be determined by NAT and shall be done at the expense of the Company. Upon satisfactory corrective action of the noncompliance, NAT shall inform the Company in writing that the affected product is certified.

13. Appeals

a. **Administrative Review**

Any party affected by a decision or action of NAT related to certification, may request an administrative review. The request shall be in writing to the Chairman of the Board of Directors and must state the reason for requesting the review. The request shall be acknowledged within fifteen calendar days of receipt and the acknowledgment shall name the NAT Board member assigned to conduct the review. If the party requesting the review is different from the Company affected by the request, NAT shall inform the Company of the request. Within thirty days of the written request for the Administrative Review, NAT shall inform the party and/or the Company in writing of the results of the review.

b. **Formal Appeal by a Panel**

The appellant may request a formal appeal by a panel if it is not satisfied with the decision of the Administrative Hearing. If the formal appeal impacts a Company that has not submitted the request for a formal appeal, NAT shall request the Company be involved in the appeal process.

- i. The request for formal appeal shall:
 - Be in writing to the Chairman of the Board of Directors;
 - Be received at NAT within thirty calendar days of receipt of written notice of the Chairman's decision of the Administrative Hearing; and
 - Indicate why the Administrative Hearing decision is being disputed.
- ii. Along with the request, the appellant shall pay \$6,000.00 U.S. to NAT. NAT shall pay each panel member \$1,000.00 U.S. and pay for their expenses to attend the meeting. If the decision of the panel is for the appellant, NAT shall reimburse this payment to the appellant.
- iii. NAT shall acknowledge the request for the formal appeal within ten calendar days of receipt of the request.
- iv. The formal appeal shall be heard by a three-member appeals panel appointed by the Chairman from a list of candidates acceptable to all parties. The Chairman shall, within ten calendar days, submit a list of five candidates to serve on the panel to each party. The parties shall, within ten calendar days of receiving the list of candidates, cross off any names they object to and return the list to the Chairman. The Chairman shall appoint the panel members from the list of names not crossed off by the parties.
- v. The appellant shall agree in writing to hold harmless, defend and indemnify each member of the appeals panel for matters arising out of the appeals process.
- vi. Each party shall submit its position in writing. Written submittals are limited to a maximum of ten pages in length and shall be submitted within fifteen calendar days of receipt of the acknowledgment.
- vii. The Chairman shall distribute copies of the written submittals to all parties and panel members within seven calendar days of receipt of all submittals. The Chairman shall set a meeting date to be within thirty days of distribution of the written submittals to all parties and panel members.
- viii. The Chairman shall assign a person to provide administrative support to the appeals panel and shall attend the meeting for the purpose of ensuring proper conduct of the meeting.
- ix. If panelists cannot reach consensus, the majority shall be reported. The appeals panel shall issue a written recommendation to the Chairman within fifteen days of the meeting.
- x. The panel's decision shall be transmitted to all parties within thirty days of the meeting. Additional appeals can be pursued through the accreditation body.