

WaterSmart Program Customer Agreement

Stream 3: Sporting Ground Audits, Upgrades and Retrofits

Parties

Water Corporation: Westernport Water

ABN: 63 759 106 755

Customer:

ABN or ACN:

Parts of this Agreement

This agreement is made up of the following parts, which must be read together to make up the whole Agreement:

1. Terms and Conditions
2. Schedule 1 – Customer and Site Eligibility
3. Schedule 2 – Customer Details and Sites
4. Schedule 3 – Project Reporting Template

EXECUTED for and on behalf of Westernport Water ABN 63 759 106 755, represented by:

Name of authorised representative:

Position of authorised representative:

Signature:

Date:

EXECUTED for and on behalf of

ABN or ACN by the following authorised delegate. As authorised signatory of the stated Customer, I have read and understood, and agree to be bound by, the terms and conditions contained in this agreement.

Customer to complete this section with names and position details of the Person Authorised to enter into Agreement on behalf of the Customer.

Name of authorised signatory:

Position of authorised signatory:

Signature:

Date:

Name of witness:

Position of witness:

Signature:

Date:

If you require assistance please contact Maja Wolnik, Communications and Engagement Program Officer on 0418 738 936 or mwolnik@westernportwater.com.au.



Please read all information and declarations carefully before you complete and submit this form:

Email completed PDF form to: communications@westernportwater.com.au or mwolnik@westernportwater.com.au

Mail your printed form to: 2 Boys Home Road, Newhaven 3925, Victoria, Australia

1. Terms and Conditions

1. Background

- 1.1 The Victorian Government's WaterSmart program is supporting Victorian urban water corporations' non-residential customers to improve on-site water efficiency.
- 1.2 The Customer and Westernport Water share the objective to improve water efficiency across the region.
- 1.3 The Customer and Westernport Water acknowledge their partnering approach to working together in good faith to achieve the objectives of this Agreement.

2. Customer and Site Eligibility

- 2.1 The Customer and site to be assisted must meet eligibility criteria in **Schedule 1** including submission of any documents required to meet the criteria.

3. Eligible Activities

- 3.1 For each eligible site that meets the criteria in **Schedule 1** and detailed in **Schedule 2**, Westernport Water will fund/provide up to a maximum total of \$14,000, for the following activities:
 - one (1) water use audit¹, and/or
 - water efficiency upgrades and retrofits identified in the water use audit

4. Water Use Audits

- 4.1 The water use audit must/will be undertaken by an appropriately qualified contractor, as determined/ approved by Westernport Water.
- 4.2 The water use audit must include the outdoor sporting ground and can include indoor facilities and outdoor areas within the site boundary (e.g., spectator and club buildings).
- 4.3 The water use audit report must include as a minimum:
 - Inventory of all water using points, location/zone and flow rate
 - Baseline water usage
 - Review of existing irrigation, watering, maintenance and use practices
 - Identification of opportunities to reduce or substitute potable water demand, including opportunities to connect to and/or increase efficiency or use of, non-potable water sources (for example recycled (e.g., treated wastewater) and rainwater/stormwater).
 - For sites using potable water for irrigation, the audit and recommendations should also consider turf, soil, efficient irrigation and design practices.
 - Estimated annual water savings (and where possible, energy savings), for each opportunity.

5. Water Efficiency Upgrades and Retrofits

- 5.1 Water efficiency upgrades and retrofits will only be funded where they have been identified as a water saving action in an eligible water use audit report undertaken of the site.
- 5.2 The Customer must submit a copy of the water use audit report to Westernport Water and identify the upgrades they wish to apply for.

¹ Feasibility studies, assessments and other reports not specifically titled 'water use audit' are accepted, as long as they meet the requirements listed under the section Water Use Audits.

5.3 An eligible water use audit report is:

- A water use audit report completed under WaterSmart, or
- An existing water use audit report of the site that:
 - o Was completed for the Customer in the last 12 months, or
 - o if completed over 12 months ago, the Customer must confirm in writing to Westernport Water that the audit findings are still valid, and
 - o A copy of the water audit (or water component only, if part of a larger audit), must be submitted to Westernport Water, and
 - o Was completed by an appropriately qualified contractor, individual, and
 - o Covers the same minimum requirements listed in (9) of these Terms and Conditions.

5.4 Feasibility studies, assessments or other reports not specifically titled 'water use audit report' are eligible, as long as they meet the requirements listed under the section Water use audits.

5.5 Only the upgrades and retrofits (or part thereof) listed under the Details section will be funded under this Agreement.

5.6 Upgrades and retrofits must improve the water efficiency of the site, and may be funded include (but not limited to):

- Installation of new or upgraded irrigation system or system components (i.e., irrigation technology, sensors).
- Upgrade of turf or playing surface.
- Tank installation or maintenance.
- Works on-site that improve access or connection to non-potable water sources
- Data logger / digital meter / sub-meter installation.
- Replacement of existing WELS 3-star (or lower) taps and showerheads to WELS 5-star. If the plumbing contractor confirms that a WELS 5-star product cannot be practicably or safely installed, a WELS 4-star is acceptable.
- Replacement of existing WELS 3-star (or lower) toilets to WELS 4-star or higher.

5.7 Any costs over the maximum amount of \$14,000 per site, must be met by the Customer.

5.8 All retrofits and upgrades funded under this Agreement must occur after the date the last party signs this Agreement. There will be no retrospective funding for works completed or commenced before that date.

5.9 All on-site works for all retrofits and upgrades funded under this Agreement must be completed and invoiced by no later than 30 September 2025.

6. Funding Inclusions

6.1 Westernport Water will fund::

- one (1) water use audit, **and/or**
- water efficiency upgrades and retrofits identified in the water use audit to the value of \$ [REDACTED] at the site(s) specified and approved at **Schedule 2**.

7. Funding Exclusions

7.1 Water use audit, upgrades, retrofits or works outside of the site boundary.

7.2 Funding over and above the maximum per site cap, or retrospective funding for activities completed prior to execution of this Agreement.

7.3 Like for like replacements or upgrades that do not improve the water efficiency of the site. For example, replacement of the same WELS-rated products, replacement of the same turf or irrigation system.

- 7.4 Audit services that are not related to water use (i.e., energy audit).
- 7.5 On-going operational costs, maintenance or repair of any upgrades or retrofits funded under this Agreement.

8. Customer Obligations

It is a condition of WaterSmart funding that you must:

- 8.1 Provide all required documentation to allow Westernport Water to assess your eligibility and works completion.
- 8.2 Acknowledge and agree data collected as part of the water efficiency audit may be made available to Westernport Water, and the Victorian Government for the purposes of delivering the services, analysis and reporting (de-identified).
- 8.3 Agree that Westernport Water or representative from the Victorian Government may contact you to participate in surveys, case studies, interviews or naming in the media for program promotions or analysis (subject to additional agreement).

9. Customer Reporting

- 9.1 The Customer must submit an end of project report and any relevant invoice/s, works completion and/or completed audit report.
- 9.2 The Customer must submit two (2) post audit reports to Westernport Water, at 6 and 12 months after completion of works
- 9.3 The reports are to be submitted using the template at Schedule 3.
- 9.4 The completed reporting template must be emailed to mwolnik@westernportwater.com.au or communications@westernportwater.com.au by the due dates below:

End of Project Report

Post-audit Project Report - 6 months after end of project

Post-audit Project Report - 12 months after end of project

2. Schedule 1 - Customer and Site Eligibility

To be eligible for WaterSmart funding, each site must meet the following criteria.

| | |
|--------------|--|
| Customer | |
| Site Name | |
| Site Address | |

Criteria A: Customer Eligibility (must be 'Yes' for all)

| | | |
|----|--|---|
| 1 | A Local Government Authority (council, shire), Committee of Management or education institution with a Joint Use Agreement in place for the Site at Criteria B | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 1a | If a Joint Use Agreement is in place, a copy has been provided to Westernport Water | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 2 | Is responsible for payment of the water bill/s at the Site | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3 | Is the owner, tenant or manager of the Site(s) at Criteria B | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3a | If Customer is not the owner, a copy of the owner/landlord's written consent for WaterSmart activities to be undertaken on site has been provided to Westernport Water. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 4 | Understands and agrees to their obligations under 8 of the terms and conditions (including reporting requirements and potential requests to assist with program promotion) | <input type="checkbox"/> Yes <input type="checkbox"/> No |

Criteria B: Site Eligibility (must be 'Yes' for all)

| | | |
|---|--|---|
| 1 | Is connected to the Westernport Water reticulated water supply, and the majority of water used at the Site is potable water | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 2 | Is an outdoor sporting ground that is maintained and used for active, organised sports | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3 | Is available for public and community use | <input type="checkbox"/> Yes <input type="checkbox"/> No |

Criteria C: Site - Priority Community Asset (must answer 'Yes' to at least one)

| | | |
|---|---|---|
| 1 | Site is identified as a priority or key community asset under the Westernport Water Drought Preparedness Plan or Integrated Water Management framework. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 2 | Site is unable to be watered, or where limits on watering would result in use limits or closure, during any stage of water restriction under the Westernport Water Water Restriction By-law. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3 | Site is identified as a priority or key community asset under other existing, community based and public-facing prioritisation framework or plan of Westernport Water, Local Government Authority or Victorian Government; and <ul style="list-style-type: none"> One outcome of the framework or plan must be related to water use efficiency, drought preparedness/response, or water security; and The community has been engaged in developing the framework or plan. Examples of existing frameworks and plans include council/shire open space strategies and sporting facilities master plans. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 4 | Site uses a high volume or percentage of potable water use onsite. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 5 | Site is a high-use sporting ground (i.e., number of hours used for training and competition). | <input type="checkbox"/> Yes <input type="checkbox"/> No |

3. Schedule 2 - Customer Details and Eligible Activities

Customer - Primary Contact Details

Customer:

Name: Position:

Email: Phone Number:

Site Details

| | |
|----------------------------------|----------------------|
| Site Name | <input type="text"/> |
| Site Address | <input type="text"/> |
| Sporting Ground Type* | <input type="text"/> |
| Site Population (FTE Equivalent) | <input type="text"/> |
| Water Meter Number(s) | <input type="text"/> |
| Water Meter Location | <input type="text"/> |
| Name of Site Contact | <input type="text"/> |
| Email Address | <input type="text"/> |

*Sports field, sports court, bowling green, public golf course, outdoor swimming pool, multi-use sporting ground, or if other please specify.

Previous WaterSmart Funding (all amounts listed below are GST inclusive)

| | | |
|---|--|--------------------------------------|
| Has the site previously received WaterSmart funding? | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| If yes, which streams have already been funded? | <input type="checkbox"/> Stream 1 | Amount Funded\$ <input type="text"/> |
| | <input type="checkbox"/> Stream 2 | Amount Funded\$ <input type="text"/> |
| Remaining cap available for Stream 3 = \$14,000 – (Stream 1 + Stream 2 funds received) | \$ | <input type="text"/> |

Water Use Audit - Eligibility Check and Approved Activities

| | | |
|---|---|---|
| 1 | Water corporation is satisfied the water use audit will be undertaken by an appropriately qualified individual or contractor. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | Approved funding (GST inclusive) <i>please ensure cost is within per site cap before approving</i> | \$ <input type="text"/> |
| | Audit completion date <i>(latest date is program end date, currently 30 Sept 25)</i> | \$ <input type="text"/> |

Upgrade and Retrofit - Eligibility Check and Approved Activities

| | | |
|----------|---|---|
| 1 | <p>A water use audit of the site has been provided to Westernport Water, that meets the following (where practicable):</p> <ul style="list-style-type: none"> a. Has been undertaken by an appropriately qualified individual or contractor, AND b. Includes inventory or water using points, baseline water usage and review of existing watering, maintenance and use practices, AND c. Includes identification of opportunities to reduce or substitute potable water demand, AND d. Includes list of recommended water saving opportunities and estimated annual water savings for each. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 2 | <p>A water use audit was:</p> <ul style="list-style-type: none"> a. completed and funded under WaterSmart Stream 2, OR b. completed independently of WaterSmart within the last 12 months, OR c. completed more than 12 months ago and Customer has confirmed in writing that water audit results are still valid. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3 | <p>Upgrades/retrofits to be funded under WaterSmart are:</p> <ul style="list-style-type: none"> a. identified and recommended as actions in the site's water use audit AND b. expected to reduce or substitute the site's potable water use | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 4 | List of approved upgrades and retrofits to be funded: | |
| | 1. | |
| | 2. | |
| | 3. | |
| | 4. | |
| | 5. | |
| 5 | <p>Works completion date <i>(latest date is program end date, currently 30 Sept 25)</i></p> | |
| 6 | <p>Approved funding (GST inclusive) <i>please ensure cost is within per site cap before approving</i></p> | \$ |
| 6 | <p>Estimated water savings (as per water use audit) of the upgrades and/or retrofits to be funded (kilolitres per year)</p> | kL/yr |

5. Schedule 3 - Post-audit Project Report

Please fill out a separate Project Report at project completion, and at 6 and 12 month intervals, using the supplied form.

If you require assistance please contact Maja Wolnik, Communications and Engagement Program Officer on 0418 738 936 or mwolnik@westernportwater.com.au.



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