



ST. CHARLES  
SINCE 1834

## AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommend approval of USEPA WaterSense Partnership Program
Presenter:	John Lamb

*Please check appropriate box:*

	Government Operations	X	Government Services 01.23.12
	Planning & Development		City Council
	Public Hearing		

Estimated Cost:	NA	Budgeted:	YES		NO	
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If NO, please explain how item will be funded:

**Executive Summary:**

WaterSense is a USEPA program establishing partnerships with interested stakeholders, such as manufacturers, retailers, water utilities and municipalities. It is designed to protect the future of the nation's water supply by promoting and enhancing water efficient products and programs. USEPA provides information on and endorses water efficient products and practices. It then provides list of manufacturers and retailers that have been endorsed by the WaterSense program. They also have informational flyers and educational for use by partners.

There is no cost to the City for this program.

The role of the City in the partnership includes the following:

1. Provide and promote the WaterSense lists either on our website or a link to the USEPA list.
2. Conduct public outreach and education programs on water efficient devices and practices.
3. Provide rebates, financial incentives for purchase of water efficient products such as toilets, shower heads.
4. Implement and promote water conservation practices, such as our allowed times for watering.
5. Allow the USEPA to list the City as a partner on their website and program materials.
6. City staff provides information to USEPA on its activities on an annual basis.

This partnership program would be highlighted on the Green Page of the City website. As a partner we are permitted to use the WaterSense logo and label on the website and elsewhere. This program is a benefit both to the City and its residents. The City is promoting green practices through the program. Also residents are provided information on products that can save them money and earn possible rebates.

**Attachments:** *(please list)*

USEPA WaterSense Partnership Agreement

**Recommendation / Suggested Action** *(briefly explain):*

Staff recommends approval of resolution authorizing the Mayor and City Clerk to execute approval of the USEPA WaterSense Partnership Agreement.

*For office use only:*

*Agenda Item Number: 4.j*

**City of St. Charles, Illinois**  
**Resolution No. \_\_\_\_\_**

**A Resolution Approving the Execution of a Partnership Agreement with  
USEPA WaterSense Partnership to Promote Water Conservation and  
Efficiency Practices**

**Presented & Passed by the  
City Council on**

BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the Mayor and City Clerk be and the same are hereby authorized to execute a Partnership Agreement with USEPA WaterSense Partnership to promote water conservation and efficiency practices at no cost to the City of St. Charles.

PRESENTED to the City Council of the City of St. Charles, Illinois, this    day of

PASSED by the City Council of the City of St. Charles, Illinois, this    day of

APPROVED by the Mayor of the City of St. Charles, Illinois, this    day of

\_\_\_\_\_  
Donald P. DeWitte, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:



## Partnership Agreement: Promotional Partners

### Section I: EPA WaterSense® Program Goals

The EPA WaterSense program aims to use water resources more efficiently to preserve them for future generations and to reduce water and wastewater infrastructure costs by reducing unnecessary water consumption. Through WaterSense, EPA provides reliable information on high-performing, water-efficient products and practices, raises awareness about the importance of water efficiency, ensures water-efficient product performance, helps consumers identify products and services that use less water, promotes innovation in product development, and supports state and local water-efficiency efforts.

### Section II: Partnership Pledge

As an EPA WaterSense promotional partner, \_\_\_\_\_ (name of organization), shares EPA's goals as outlined above and is proud to commit to the following activities to further these goals:

1. Educate consumers, residents, businesses, and institutions on the value of water efficiency, the importance of saving water, and the meaning of the WaterSense label. Where feasible, undertake activities and events to achieve mutual WaterSense goals.
2. As appropriate, encourage eligible constituents, members, or affiliates to participate as partners in the EPA WaterSense program.
3. **For utilities and governments:** On an annual basis, provide data to EPA on promotional activities, incentive programs, and water use to assist in determining the impact of the program in promoting labeled products.
4. **For applicable trade associations:** Provide aggregate data to EPA on market share of WaterSense labeled products and programs in relevant industry. Compile data submitted by members who are also WaterSense partners into a summary report to assist EPA in evaluating market trends and the success of the WaterSense program, without disclosing any proprietary information from members.
5. Feature the WaterSense promotional label and partner logo on Web site and in other promotional materials.
6. Adhere to WaterSense program mark guidelines and ensure that authorized representatives, such as advertising agencies, distributors, and subcontractors, also comply. Help EPA maintain program integrity by alerting EPA to possible misuse(s) of the WaterSense program marks.
7. Grant the EPA WaterSense program permission to include partner's name on a list of participating partners on the WaterSense Web site, program materials, and announcements. Partners understand that from time to time, EPA will be interested in profiling partner accomplishments in case studies and articles. If selected for such promotion, partners will have the opportunity to provide input and review the final print or Web document before EPA releases it to the public. Further, the partner understands that EPA might refer media contacts interested in publicizing water efficiency to partners for information about products and accomplishments.

### Section III: EPA WaterSense Program's Commitments to Partners

1. Develop national specifications for water-efficient products and programs through an open, public process.
2. Increase awareness of the WaterSense brand by distributing key messages on the benefits of labeled products and programs, and the importance of water efficiency.
3. Provide current EPA WaterSense program news, information, and reference documents (via the program Web site, WaterSense Helpline, e-mail, or other means), including a listing of labeled products and programs on the Web site.
4. Provide WaterSense partners with public recognition for their involvement in the program and role in protecting the environment through online listing of partners, special awards, publications, and other efforts.
5. Respond swiftly to partner requests for information or clarification on EPA WaterSense program policies.
6. Provide materials, templates, and program marks for promotional use, consistent with the WaterSense program guidelines.
7. Review pre-press promotional items, draft Web sites, packaging, or other materials that use the WaterSense marks upon request.

## Section IV: General Terms and Disclaimers

1. The partner will not construe, claim, or imply that its participation in the EPA WaterSense program constitutes federal government (EPA) approval, acceptance, or endorsement of anything other than the partner's commitment to the program.
2. Nothing in this agreement, in and of itself, obligates the EPA to expend appropriations or to enter into any contract, assistance agreement, interagency agreement, or incur other financial obligations that would be inconsistent with Agency budget priorities. The partner agrees not to submit a claim for compensation for services rendered to EPA or any Federal Agency in connection with any activities it carries out in furtherance of this agreement.
3. The partner and the EPA WaterSense program will assume good faith as a general principle for resolving conflict and will seek to resolve all matters informally, so as to preserve maximum public confidence in the program.
4. Failure to comply with any of the terms of this partnership agreement can result in its termination and cessation of access to the benefits of the program, including use of the program marks.
5. The EPA WaterSense program will actively pursue resolution of noncompliance related to the use of the program marks.
6. Both parties concur that this agreement is wholly voluntary and may be terminated by either party at any time, and for any reason, with no penalty. Termination will begin effective immediately upon written notice to or from the EPA WaterSense program. Upon termination of this agreement, partners agree to remove program marks in a timely manner, consistent with the WaterSense program mark guidelines.

*To be completed by partner*

**Authorized Partner Representative**<sup>1</sup> (printed name): \_\_\_\_\_

Title: \_\_\_\_\_ E-mail: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Organization Name: \_\_\_\_\_ Number of employees: \_\_\_\_\_

Organization Type (choose one):  Nongovernmental Organization  Utility  Local Government

State Government  Trade Association  Home Builders Association

Industry/SIC/NAICS code: \_\_\_\_\_ Residential customers<sup>2</sup>: \_\_\_\_\_

Primary Contact: Dr./Mr./Mrs./Ms. \_\_\_\_\_ Suffix: \_\_\_\_\_

Title: \_\_\_\_\_ Dept.: \_\_\_\_\_ E-mail: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/ZIP: \_\_\_\_\_

Water District, if applicable: \_\_\_\_\_ Web site: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Alternate Telephone: \_\_\_\_\_

How did you find out about this program?  Web site  Referral, Name: \_\_\_\_\_

Periodical \_\_\_\_\_  Workshop, Sponsor: \_\_\_\_\_

Mailing \_\_\_\_\_  Other: \_\_\_\_\_

EPA Region \_\_\_\_\_

*To be completed by EPA*

**Authorized EPA Representative** (printed name): Sheila E. Frace

Title: Director, Municipal Support Division E-mail: watersense@epa.gov

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

<sup>1</sup> The authorized partner representative should be a person in the organization with signing authority (e.g., vice president).

<sup>2</sup> Please indicate the total residential population served rather than the number of hookups.