

Terms & Conditions

(v 2.3 2/21/15)

You or your refers to the individual(s) who is the property owner or plan holder. We, us or RWA refers to The Regional Water Authority Located at 90 Sargent Dr, New Haven, CT "Contract Year" refers to 12 consecutive months starting at the time your plan became effective.

Plan Scope: The PipeSafeSM Emergency Protection Sewer Repair plan protects parts, material, and labor (up to \$5,000 per contract year) required to perform the repair, replacement or unblocking of the underground sewer line owned and maintained by you according to your local Sewer Authority sewer ordinance, from your building's foundation (typically the point at which your "sewer clean out" is located) to the point owned and maintained by your local Sewer Authority. Unblocking's under the PipeSafeSM plan are limited to one per year. The determination of whether and with what to repair or replace any protected parts is at the discretion of the Regional Water Authority (the "RWA") or its agent.

Protection Limitations: The Plan does not include more than one unblocking per year, and total PipeSafeSM plan protection is limited to \$5,000 per Contract Year. The Plan does not include the repair of any sewer/drain blockages inside your foundation or basement wall (typically the point at which your "sewer clean out" is located). If you do not have a main sewer clean out at your basement wall, you will be responsible for the cost of installing a clean out on your sewer line if it is necessary for the RWA to do so in order to complete a repair. No blockages or breaks inside your structure are protected under the PipeSafeSM plan. House traps are not protected under the PipeSafeSM plan and must be removed at the homeowner's expense. Additional buildings that are connected to the primary sewer line are not protected. This PipeSafeSM plan protects only the repair, replacement or unblocking of your sewer line and does not provide protection for any of the following: (a) any clean-up or environmental services related to a flooded premise for any type of water or raw sewage back up, spill, fumes or mold; (b) any type of sewer odors emitting from the sewer system that seep into the drainage or venting system of a building; (c) any sewer backups into the building caused by heavy rains or a main sewer system failure; (d) sewer lines that run under a body of water, such as a lake, river, pond, stream, etc.; (e) portions of a sewer line underneath concrete slabs, floors, patios, steps, porches, decks, stone walls, fences, and other structures as determined by RWA; (f) repairs to and/or replacement of any equipment, including but not limited to sewer lines, damaged directly or indirectly as a result of you or any other party working or excavating on your property or in the vicinity of such sewer lines; (g) replacement of sod or decorative landscaping material (including trees) that must be removed in order to repair a sewer line or perform other work. If such material must be removed to perform such work, the exposed area will be top soiled and covered with grass seed. The RWA is not responsible for removing or replacing any trees, ornamental shrubs or bushes that are damaged by a leaking sewer line or the repair thereof; (h) any work required as a result of conditions beyond the RWA's control such as damage from unauthorized repair or replacement performed by a third party, negligence, misuse, improper installation, sags, bellies, pitch issues acts of God, damages caused by earthquakes, aftershocks, hurricanes, tropical storms, tornadoes, riots, vandalism, landslides, volcanoes, drought, flooding, war, nuclear perils, sinkholes, or changes in law or local ordinance. Although the RWA will fill in any excavations that we undertake, seed any disturbed lawn areas, and leave the site in a neat and presentable condition, the PipeSafeSM plan does not include replacement of sod or decorative landscaping material (including trees) that must be removed in order to repair a sewer line or perform other work. If sod or decorative landscaping material must be removed to perform such work, the exposed area will be covered with grass seed. The RWA or its agents are not responsible for the removal of trees, fences, stone walls, patios, decks, porches or any other structures. In the event the underground sewer line is under any structure it is the homeowner's responsibility to remove such obstructions before the repairs can take place.

Your Responsibility: In the event of a sewer line blockage, leak or backup, you are responsible for notifying the RWA at 203-562-4020 as soon as is practical. The RWA or its agents will not reimburse for services not initiated by the RWA or its agents. If the sewer blockage, leak or back-up on your property causes a slippery, hazardous, or health condition on your property, any other property, or any public street, you remain solely responsible for securing the area and/or making such area safe. THE RWA WILL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY SUCH A SLIPPERY, HAZARDOUS, ENVIRONMENTAL OR HEALTH CONDITIONS.

Eligibility: The PipeSafeSM Emergency Protection Sewer Repair Plan is available only to structures located in the Regional Water Authority service territory with a sewer line diameter of 6 inches or less. In order to be eligible for protection, such sewer lines must conform to all applicable ordinances and regulations, including equal sized clean out and piping. All protected parts must be in good operating condition on the date the PipeSafeSM plan protection begins. Any sewer back-up(s), collapse(s), or blockage(s) that exist prior to Plan enrollment will not be protected. The RWA reserves the right to make an on-site inspection of your sewer line before accepting any responsibility under the PipeSafeSM plan. You must own the property traversed by the sewer line, or must show proof of a valid right of access that permits access for the repair and/or replacement of the sewer line if it crosses an intervening property (whether common or private). Sewer lines that cross intervening properties without a valid right of access are not protected under the PipeSafeSM plan. You will be responsible for any costs associated with bringing your sewer line into compliance with such ordinances or regulations. The sewer lines must be gravity fed (no force mains) connected to a municipally owned and maintained sewer main and not a private sewer main. The RWA reserves the right to deny PipeSafeSM plan protection for any reason. The PipeSafeSM plan is not available to mobile homes or properties with a septic system. If you live in a development community, condominium, co-op or association your exterior sewer line may not be an individual homeowners responsibility so please check with your association before accepting this coverage. Property owners should check their insurance policy to determine whether it covers repairs of their sewer line equipment. PipeSafeSM plan membership protects only one sewer line per premise. Separate PipeSafeSM plan coverage is required for each additional sewer line at a premise.

Initiating Protection: If you request your PipeSafeSM Emergency Protection Sewer Repair plan to begin as soon as possible, your protection will begin on the 30th day after your request has been entered into our billing system. If you request your

PipeSafeSM plan to begin on your next water bill date and that bill date is at least 30 days from the time your request is entered into our billing system, your protection will begin on your requested bill date; if your next bill date is less than 30 days from the time your request is entered into our billing system, your PipeSafeSM plan will begin on the 30th day after your request is entered into our billing system. The RWA reserves the right to make an on-site inspection of your sewer line before accepting any responsibility under the PipeSafeSM plan.

Response Time: Except as noted below, the RWA or its agent will attempt to respond to requests for service 24 hours a day / 7 days a week. In most cases, the RWA or its agent will dispatch repair crews within 24 hours. In cases where an outside excavation needs to occur, the RWA will attempt to provide services within 72 hours, but you acknowledge that these services require the coordination of municipal permitting and utility mark-out requirements, which are beyond the direct control of the RWA. All work under the PipeSafeSM plan must be performed by the RWA or its agent. The RWA will not pay for work otherwise protected under the PipeSafeSM plan if such work is performed by a contractor hired by you or anyone other than the RWA.

Damages: THE RWA WILL NOT BE HELD LIABLE FOR ANY DAMAGE CAUSED TO YOUR PERSON OR PROPERTY UNLESS SUCH DAMAGE IS DIRECTLY AND SOLELY CAUSED BY THE NEGLIGENCE OF THE RWA OR ITS AGENTS. IN NO EVENT WILL THE RWA BE RESPONSIBLE FOR ANY CONSEQUENTIAL DAMAGES INCURRED BY YOU AS THE RESULT OF THIS AGREEMENT OR THE RWA'S PERFORMANCE OF IT, INCLUDING BUT NOT LIMITED TO INABILITY TO OCCUPY THE PREMISES, WATER DAMAGE OR SEWER SPILLS EITHER INSIDE OR OUTSIDE THE PREMISES. NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT SHALL THE RWA BE LIABLE TO YOU FOR AN AMOUNT GREATER THAN THE FEES PAID BY YOU TO RWA FOR THE PipeSafeSM EMERGENCY PROTECTION SEWER REPAIR PLAN DURING THE PRIOR TWELVE MONTHS. THIS LIMITATION ON LIABILITY AND DAMAGES SHALL APPLY WHETHER YOUR CLAIMS ARE BASED IN CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY OR OTHERWISE.

Delinquent Accounts with RWA: If when you initially subscribed to the PipeSafeSM Emergency Protection Sewer Repair plan and your RWA account has a total delinquent balance greater than \$100.00, you are not eligible for PipeSafeSM unless you receive RWA's written approval for you to subscribe to PipeSafeSM despite your delinquency. If upon contacting the RWA for a repair or replacement, and your account has a delinquent balance of more than \$100.00, the RWA will not repair or replace your water line until your bill is paid in full.

Termination of Plan by RWA: The RWA reserves the right to terminate a PipeSafeSM plan if any service person responding to a service call at your premise determines that one or more of the following conditions exists; (a) the sewer line does not conform to all applicable regulations, (b) the sewer line otherwise does not qualify under the PipeSafeSM plan; or (c) there are unsafe working conditions that you refuse to remedy. Failure to provide, or otherwise permit the servicing or replacement of any parts necessary to maintain the parts protected under the PipeSafeSM plan in good condition, will automatically terminate the PipeSafeSM plan. If a PipeSafeSM plan is revoked for any of the above reasons, the RWA will refund a pro-rated unused credit to your bill. The PipeSafeSM plan will also be cancelled for non-payment of the annual fee. PipeSafeSM plans are not transferable to new owners or third parties. The RWA also reserves the right to discontinue any PipeSafeSM plan at the end of their existing terms or otherwise at the complete discretion of the RWA.

Dispute Resolution: You agree to submit all disputes arising under this service plan to arbitration. You agree that arbitration shall be the exclusive remedy available to you under this service plan. Any arbitration arising under this service plan shall be held in New Haven, Connecticut in accordance with the rules of the American Arbitration Association. Judgment may be entered on the arbitrator's determination (which judgment shall be conclusive on you and the RWA) in any court having jurisdiction. You consent to the jurisdiction of the Connecticut courts for this purpose. Each party shall be responsible for its own attorney's fees, but the parties shall equally divide the cost of the arbitration.

Automatic Renewal of Service: Right to Refuse Service. We will automatically renew your PipeSafeSM Emergency Protection Sewer Repair plan at the end of its term at the then-current renewal price as shown on your water bill. The RWA in its sole discretion may decline to enter into, or renew, any PipeSafeSM service agreement, including without limitation, service agreements with customers whose PipeSafeSM service plans have been cancelled by the RWA.

Cancellation of PipeSafeSM Plan by You: You may cancel this PipeSafeSM plan at any time for any reason by notifying the RWA in writing at 90 Sargent Drive, New Haven, CT 06511, or by calling (203) 562-4020, but you are responsible for outstanding past fees you incurred while you had the PipeSafeSM Emergency Protection Sewer Repair plan. Upon cancellation, we will apply a pro-rated unused credit to your bill.

Cancellation by RWA: Non-Transferability. The RWA reserves the right to terminate your PipeSafeSM Emergency Protection Sewer Repair plan immediately if (1) you do not pay your PipeSafeSM fees within 60 days of receiving your bill or (2) after we have made 3 sewer line repairs on a sewer line in any 12-month period. In addition, the RWA reserves the right to discontinue your PipeSafeSM plan at the end of its existing term. Your PipeSafeSM plan may not be transferred to a new owner or third party.

* PipeSafeSM Emergency Protection Sewer Line Repair is not available to homeowners with septic systems.

** Terms Effective as of February 21, 2015