

# Terms & Conditions

(v 1.4 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 Drive, New Haven, CT. "Contract Year" refers to 12 consecutive months starting at the time your plan became effective.

**Plan Scope:** The PipeSafe<sup>SM</sup> plan provides for the repair or replacement (up to \$5,000 per Contract Year) of your leaking underground water service pipe that is 1 ½ inch diameter or smaller and that runs between the curb stop and the water meter when the water meter is inside the dwelling structure, or the curb stop and the foundation wall in the case of meter vaults. At the time of repair the service plan also protects the curb valve, curb box, curb box cover, meter vault box, meter vault covers, meter vault frost covers, the valve immediately before the water meter for standard in-residence meters, and valves immediately before and after the meter for meter vault meters. The pipe, when repaired or replaced, will be the same size as existing pipe with the exception of 1 ½ inch & 1 ¼ inch diameter galvanized iron pipe, which will be replaced with 1-inch diameter pipe. Pipe found to be less than 1-inch diameter will be repaired or replaced with 1-inch diameter. The decision of whether to repair or replace rests exclusively with the RWA. The RWA will fill in any excavations that we undertake and leave the site in a neat and presentable condition. Any asphalt, concrete or lawn area disturbed or removed during the excavation will be restored as soon as is practical.

**General Specifications:** If you are protected by the PipeSafe<sup>SM</sup> plan, the RWA, or its agents, will connect to your existing internal plumbing up to the meter valve just inside the dwelling structure's foundation or up to the foundation wall in the case of meter vaults. The meter assembly will be brought up to current RWA rules and regulations. All materials, meter yoke, cellar wall valve, curb valve, fittings, hole cutting and patching materials are included in this plan. Replacements will include type "K" copper tubing and all work from the curb stop to the water meter. The RWA reserves the right to conduct any and all of this work with its own crews or sublet any and all of the work, as it deems appropriate. During the time this agreement is in effect, we own the cellar wall valve. In the event the cellar wall valve is inoperable, you are responsible to notify the RWA as soon as is practical. The decision whether to repair or replace the cellar wall valve rests solely with the RWA or its agent. We guarantee that the work done on the waterline and its components (including materials) under this protection plan to be free from defects or flaws for 60 days after installation or repair. The RWA will determine when the work is scheduled. Except in the event of circumstances beyond our control, such as below-freezing temperatures, we guarantee to restore temporary water service within 24 hours of your notifying us that a pipe is leaking and that the leak is causing you to have low or no water flow. A permanent water line replacement and/or property restoration will take longer. If circumstances beyond our control prevent us from restoring temporary water service within 24 hours, we will provide potable drinking water supplies within 24 hours and subsequently replace your water service line as soon as possible. If we do not restore temporary water service or provide potable drinking water supplies within 24 hours, we will credit all PipeSafe<sup>SM</sup> fees you paid within the last 12 calendar months to your water bill.

**Protection Limitations:** Repairs or replacements of your underground service line as well as all property restorations needed due to excavations will be limited to \$5,000.00 per contract year. Your PipeSafe<sup>SM</sup> Emergency Protection Water Repair plan is also limited to 3 repairs in a consecutive 12-month period, and we may cancel your protection following a third repair in a 12-month period. We will not repair or replace water lines with pre-existing leaks or breaks, water lines that have been identified as pre-existing poor pipes, frozen water lines, pre-existing broken curb valves, missing or broken curb boxes and covers, missing or broken meter vaults, covers and frost covers, or pre-existing broken or leaking cellar wall valves. PipeSafe<sup>SM</sup> protects only one service connection and/or service line. You must own the property traversed by the water line, or must show proof of a valid right of access that permits access for the repair and/or replacement of the water line if it crosses an intervening property (whether common or private). Water lines that cross intervening properties without a valid right of access are not protected under the plan. A separate plan is required for each additional service connection. Additional buildings that are connected to the primary water service are not protected. PipeSafe<sup>SM</sup> does not protect seasonal accounts, or accounts with pipes above finished grade, or pipes installed less than 4 1/2 feet below finished grade or deeper than 6 feet below finished grade. Any misrepresentation of size parameters, existing leaks, conditions that mislead or misrepresent true existing piping conditions will void your protection plan. If you live in a development community, condominium, co-op or association your exterior water line may not be an individual homeowners responsibility so please check with your association before accepting this coverage.

**Your Responsibility:** In the event of a water leak or pipe failure it is your responsibility to notify the RWA at (203) 562-4020 as soon as is practical for service shutoff or leak detection when pipe failure occurs. The RWA or its agents will not reimburse for services not initiated by the RWA or by a third party. If the water leak 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:** Your PipeSafe<sup>SM</sup> Emergency Protection Water Repair plan does not provide for new service installation, relocation or alteration of water service pipe, increase/decrease in pipe size diameter, disconnection or abandonment from curb stop or main, booster pumps, water meters, pressure reducing valves, backflow preventers, irrigation pipes or other such underground devices, lowering or raising curb boxes. We do not provide for damages to tampered meters, consumption charges resulting from leaks or any tampering, damages due to freezing, or other meter damages, or water damage to structures or furnishings or landscaping. We will not repair or replace water lines that are not leaking but are delivering low pressure or water flow to your home, water lines that run under concrete floors or patios or under a body of water such as a lake, river, pond, ocean, etc., or water lines that are not installed according to the RWA's rules and regulations for water service. We do not provide protection from conditions beyond the RWA's control such as damage from unauthorized repair or replacement performed by a third party, negligence, misuse, improper installation, acts of nature, damage caused by earthquakes, aftershocks, hurricanes, tornadoes, riots, vandalism, landslides, volcanoes, drought, flooding, war, nuclear perils, sinkhole, damages caused by enforcement of law or ordinance regulating construction, repair, demolition or zoning. 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 service plan does not include replacement of sod or decorative landscaping material (including trees) that must be removed in order to repair a service 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 as determined by RWA. In the event the underground service line is under any structure it is the homeowner's responsibility to remove such obstructions before the repairs can take place.

**Initiating Protection:** If you request your PipeSafe<sup>SM</sup> Emergency Protection Water 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 PipeSafe<sup>SM</sup> 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 PipeSafe<sup>SM</sup> 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 water line before accepting any responsibility under the PipeSafe<sup>SM</sup> 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 PipeSafe<sup>SM</sup> plan must be performed by the RWA or its agent. The RWA will not pay for work otherwise protected under the 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 EITHER INSIDE OR OUTSIDE THE PREMISES, OR DAMAGE TO YOUR INTERIOR PIPING THAT MAY RESULT FROM INCREASED WATER VOLUME. 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 PipeSafe<sup>SM</sup> EMERGENCY PROTECTION WATER 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 PipeSafe<sup>SM</sup> Emergency Protection Water Repair plan and your RWA account has a total delinquent balance greater than \$100.00, you are not eligible for PipeSafe<sup>SM</sup> unless you receive RWA's written approval for you to subscribe to PipeSafe<sup>SM</sup> 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 PipeSafe<sup>SM</sup> 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 water line does not conform to all applicable regulations, (b) the water line otherwise does not qualify under the PipeSafe<sup>SM</sup> 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 Plan in good condition, will automatically terminate the PipeSafe<sup>SM</sup> plan. If a PipeSafe<sup>SM</sup> plan is revoked for any of the above reasons, the RWA will refund a pro-rated unused credit to your bill. The PipeSafe<sup>SM</sup> plan will also be cancelled for non-payment of the annual fee. PipeSafe<sup>SM</sup> plans are not transferable to new owners or third parties. The RWA also reserves the right to discontinue any PipeSafe<sup>SM</sup> 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 PipeSafe<sup>SM</sup> Emergency Protection Water Repair plan at the end of your contract 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 PipeSafe<sup>SM</sup> plan agreement, including without limitation, service agreements with customers whose PipeSafe<sup>SM</sup> plans have been cancelled by the RWA. **Cancellation of PipeSafe<sup>SM</sup> plan by You:** You may cancel this PipeSafe<sup>SM</sup> 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 PipeSafe<sup>SM</sup> Emergency Protection Water 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 PipeSafe<sup>SM</sup> Emergency Protection Water Repair plan immediately if (1) you do not pay your PipeSafe<sup>SM</sup> fees within 60 days of receiving your bill or (2) after we have made 3 waterline repairs on a water line in any 12-month period. In addition, the RWA reserves the right to discontinue your PipeSafe<sup>SM</sup> plan at the end of its existing term.

Your PipeSafe<sup>SM</sup> plan may not be transferred to a new owner or third party.

\*\*Terms Effective as of February 21, 2015