

Terms and Conditions

“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 or its agents. “Contract Year” refers to 12 consecutive months starting at the time your plan became effective

WellSafe Water Test Plan Scope: The WellSafe Water Test plan entitles you to one annual water quality test. The test associated with this plan is a basic water potability test, including: total coliform bacteria presence / absence, color, turbidity, pH and odor.

WellSafe Maintenance Plan Scope: The WellSafe Maintenance plan entitles you to one annual system inspection and tune-up. This maintenance includes: a flow test to determine system output, along with a check of the water level before and during pumping (if possible), pump motor performance (check amp load, grounding, and line voltage), pressure tank and pressure switch contact and a visual inspection of well equipment to assure that it is sanitary and meets local code requirements. RWA will arrange to have a qualified technician perform the above scope.

WellSafe Maintenance Plus Plan Scope: The WellSafe Maintenance Plus plan entitles you to one annual system inspection and tune-up and an annual water quality test. The maintenance includes: a flow test to determine system output, along with a check of the water level before and during pumping (if possible), pump motor performance (check amp load, grounding, and line voltage), pressure tank and pressure switch contact and a visual inspection of well equipment to assure that it is sanitary and meets local code requirements. RWA will arrange to have a qualified technician perform the maintenance. The water test associated with this plan is a basic water potability test, including: total coliform bacteria presence / absence, color, turbidity, pH and odor.

Well Safe Repair Plan Scope: The WellSafe Emergency Protection Well Repair plan protects parts, material, and labor (up to \$5,000 per contract year) required to perform the repair of one standard residential well configuration owned and maintained by you according to your local ordinance. The five general elements of the well configuration include: pressure tank, controls, the well pump, the well and lateral line. The determination of whether and how to repair or replace any protected parts is at the discretion of the RWA. Additional services requested and performed which are not covered by this Agreement shall be billed to you.

WellSafe Complete Plan Scope: The WellSafe Emergency Protection Complete plan protects parts, material, and labor (up to \$5,000 per contract year) required to perform the repair of one standard residential well configuration owned and maintained by you according to your local ordinance. The five general elements of the well configuration include: pressure tank, controls, the well pump, the well and lateral line. The determination of whether and with what to repair or replace any protected parts is at the discretion of the RWA. Additional services requested and performed which are not covered by this Agreement shall be billed to you. In addition, the Total plan entitles you to one annual system inspection and tune-up and an annual water quality test. The maintenance includes: a flow test to determine system output, along with a check of the water level before and during pumping (if possible), pump motor performance (check amp load, grounding, and line voltage), pressure tank and pressure switch contact and a visual inspection of well equipment to assure that it is sanitary and meets local code requirements. RWA will arrange to have a qualified technician perform the maintenance. The water test associated with this plan is a basic water potability test, including: total coliform bacteria presence /

absence, color, turbidity, pH and odor.

Protection Limitations: The Total WellSafe plan protection is limited to \$5,000 per Contract Year. This WellSafe plan protects only the repair, replacement of your Well configuration and does not provide protection for any of the following: (a) well casings, re-drilling of wells, well pump and all well pump components for geothermal and/or water source heat pumps; (b) interior blockages or breaks within your structure; (c) any additional buildings that are connected to the primary supply line are not protected or any laterals that run under or through a body of water such as a lake, river, pond, ocean, etc.; (d) any clean-up or environmental services related to a flooded premise for any type of water back up, spill, fumes or mold; (e) repairs to and/or replacement of any equipment, including, but not limited to, damaged directly or indirectly as a result of you or any other party working or excavating on your property; (f) replacement of sod or decorative landscaping material (including trees) that must be removed in order to repair a lateral line or perform other work however, if such material must be removed to perform the work, the exposed area will be top soiled and covered with grass seed; (g) 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 by entities other than RWA, acts of God (for example: damages caused by earthquakes, hurricanes, tropical storms, or tornadoes), riots, vandalism, war, nuclear perils, sinkholes, or changes in law or local ordinance and regulations. The RWA is not responsible for the removal of trees, fences, stone walls, patios, decks, porches or any other structures. In the event the underground lateral line is under any structure it is your responsibility to remove such obstructions before the repairs can take place.

Your Responsibility: In the event of a Well System repair, annual maintenance, or water quality test, or system failure or leak you are responsible for notifying the RWA at 203-562-4020 as soon as is practical. All work under the WellSafe plan must be performed by the RWA or its agent. The RWA will not reimburse you for work otherwise protected under the WellSafe plan if such work is performed by a contractor or third party hired by you or anyone other than the RWA. If the Well System issue causes a slippery, hazardous, environmental 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, AND ENVIRONMENTAL OR HEALTH CONDITIONS.

Eligibility: The WellSafe Emergency Protection Plans are available only to single family residential structures. The WellSafe plan membership protects only one Well System Configuration per premise. Separate WellSafe plan coverage is required for each additional Well System at a premise. In order to be eligible for protection, the Well System configuration must conform to all applicable ordinances and regulations. All protected parts must be in good operating condition on the date the WellSafe plan protection begins. Any issues that exist prior to Plan enrollment will not be protected. The RWA reserves the right to make an on-site inspection of your Well System before accepting any responsibility under the WellSafe plan. You must own the property traversed by the Well System, or must show proof of a valid right of access that permits access for the repair and/or replacement of the Well System. You will be responsible for any costs associated with bringing your Well System into compliance with applicable ordinances or regulations. The RWA reserves the right to deny WellSafe plan protection for any reason. Property owners should check their insurance policy to determine whether it covers repairs of their Well System

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equipment.

Initiating Protection: you're your protection under a WellSafe Emergency Repair plan will begin on the payment of the first monthly installment plan.

Response Time: Except as noted below, the RWA will attempt to respond to requests for service 24 hours a day / 7 days a week. In most cases, the RWA will dispatch repair crews within 24 hours. In cases where an excavation needs to occur, the RWA will attempt to provide services within 72 hours, but these services require the coordination of municipal permitting and utility mark-out requirements which are beyond the direct control of 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. 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 WELLSAFE 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.

Termination and Cancellation of Plan by RWA: The RWA reserves the right to terminate a WellSafe plan if the RWA determines that one or more of the following conditions exists; (a) the Well System does not conform to all applicable ordinances or regulations, (b) the Well System otherwise does not qualify under the WellSafe 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 WellSafe plan in good condition, will automatically terminate the WellSafe plan. If a WellSafe plan is revoked for any of the above reasons, the RWA will refund a pro-rated unused credit to your bill. The RWA reserves the right to terminate your WellSafe plan immediately if you do not pay your WellSafe fees within 60 days of receiving your bill. . WellSafe plans are not transferable to new owners of the property or to third parties. The RWA also reserves the right to discontinue any WellSafe plan at the end of its existing term or otherwise at the 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: RWA will automatically renew your WellSafe plan at the end of its term at the then-current renewal price. The RWA in its sole discretion may decline to enter into, or renew, any

WellSafe service agreement, including without limitation, service agreements with customers whose WellSafe service plans have been cancelled by the RWA.

Cancellation of WellSafe Plan by You: You may cancel a WellSafe 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 WellSafe plan. Upon cancellation, we will apply a pro-rated unused credit to your bill.

**Terms Effective as of October 1, 2021.