

Terms & Conditions (v 2.0 5/19/2017)

“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 or its agents.

“Contract Year” refers to 12 consecutive months starting at the time your plan becomes effective.

Plan Scope: The PipeSafeSM Emergency Protection Septic Repair Plan (the “PipeSafeSM Septic Plan”) protects parts, material, and labor (up to \$5,000 per Contract Year) required to perform the repair, replacement or unblocking of the underground septic 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 “septic clean out” is located) to the point at which the inlet pipe enters the septic tank or cesspool. Protection does not include the septic/cesspool system itself. The determination of whether and how to repair or replace any protected parts is at the discretion of the RWA.

Protection Limitations: The Plan does not include more than one unblocking per Contract Year, and total PipeSafeSM Septic Plan protection is limited to \$5,000 per Contract Year. The PipeSafeSM Septic Plan does not include the repair of any septic/drain blockages inside your foundation or basement wall (typically the point at which your “septic clean out” is located). If you do not have a main septic clean out at your basement wall, you will be responsible for the cost of installing a clean out on your septic line if a clean out is necessary for the RWA to complete a repair. This PipeSafeSM Septic Plan protects only the repair, replacement or unblocking of your septic 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 septic odors emitting from the septic system that seep into the drainage or venting system of a building; (c) any septic backups into the building caused by heavy rains or a main septic system failure; (d) septic lines that run under a body of water, such as a lake, river, pond, stream, etc.; (e) portions of a septic 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 septic 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 septic lines; (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, sags, bellies, pitch issues, frozen pipes, acts of nature, 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; (h) blockages or breaks inside your structure; (i) house traps; (j) additional buildings that are connected to the primary septic line; and (k) replacement of sod or decorative landscaping material (including trees) that must be removed in order to repair a septic line or perform other work. If sod must be removed to perform 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 septic line or the repair thereof. The RWA is not responsible for the removal of trees, fences, stone walls, patios, decks, sidewalks, porches or any other structures or obstructions. In the event the underground septic line is under any structure it is the homeowner’s responsibility to remove such obstructions before the repairs can take place.

Exclusions: The PipeSafeSM Plan does not cover locating, pumping or damaged septic tanks/ cesspools; thawing of frozen septic lines; cost to upgrade any part of the system or equipment in order to comply with local and state regulations, ordinances or other laws; any part of a leaching field or distribution boxes; any sedimentary build up from over saturation due to system failure; chemical treatment of septic tank/cesspool and/or septic lines; broken lids, covers or risers;

Your Responsibility: In the event of a septic 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 you for services not initiated by the RWA. If the septic 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: Septic Plan is available only for structures located in the RWA service territory with a septic line diameter of 6 inches or less. In order to be eligible for protection, septic lines must conform to all applicable ordinances and regulations, including equal sized clean out and piping. You will be responsible for any costs associated with bringing your septic line into compliance with such ordinances or regulations. All protected parts must be in good operating condition on the date the PipeSafeSM Septic Plan protection begins. You must have had the septic tank pumped within the last 5 years. Any septic backups, collapses, or blockages that exist prior to PipeSafeSM Plan enrollment will not be covered. The RWA reserves the right to make an on-site inspection of your septic line before accepting any responsibility under the PipeSafeSM Septic Plan. You must own the property traversed by the septic line, or must show proof of a valid right of access that permits access for the repair and/or replacement of the septic line if it crosses an intervening property (whether common or private). Septic lines that cross properties without a valid right of access are not protected under the PipeSafeSM Septic Plan. The septic lines must be gravity fed (no force mains) connected to a septic tank owned by you and not shared with multiple dwellings. The RWA reserves the right to deny the PipeSafeSM Septic Plan protection for any reason. The PipeSafeSM Septic Plan is not available to mobile homes or properties with a communal septic system. If you live in a development community, condominium, co-op or association your exterior septic line may not be an individual homeowner’s 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 septic line equipment. PipeSafeSM Septic Plan membership protects only one septic line per premise. Separate PipeSafeSM Septic Plan coverage is required for each additional septic line at a premise. **Initiating Protection:** If you request your PipeSafeSM Septic Plan to begin as soon as possible, your protection will begin on the 30th day after your request has been accepted and entered into our billing system. If you request your PipeSafeSM Septic Plan to begin on your next water bill date and that bill date is at least 30 days from the time your request is accepted and 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 Septic Plan will begin on the 30th day after your request is accepted and entered into our billing system.

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 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 subject to coordination of municipal permitting and utility mark-out requirements, which are beyond the direct control of the RWA. All work under the PipeSafeSM Septic Plan must be performed by the RWA. The RWA will not pay for work otherwise covered under the PipeSafeSM Septic 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 SEPTIC 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 OF DAMAGES GREATER THAN THE FEES PAID BY YOU TO RWA FOR THE PipeSafeSM SEPTIC 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 your RWA account has a total delinquent balance greater than \$100.00, you are not eligible for PipeSafeSM Septic Plan unless you receive RWA’s written approval to subscribe to PipeSafeSM Septic Plan despite your delinquency. If your account has a delinquent balance of more than \$100.00, the RWA will not repair or replace your septic line until your bill is paid in full.

Dispute Resolution: You agree to submit all disputes arising under your PipeSafeSM Septic Plan to arbitration. You agree that arbitration shall be the exclusive remedy available to you under this Plan. Any arbitration arising under this 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: We will automatically renew your PipeSafeSM Septic 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 Septic Plan service agreement, including without limitation, service agreements with customers whose PipeSafeSM Plans have been cancelled by the RWA.

Cancellation of PipeSafeSM Plan by You: You may cancel this PipeSafeSM Septic 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 Septic Plan. Upon cancellation, we will apply any pro-rated unused credit to your bill.

Termination by RWA, Non-Transferability: 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 septic line does not conform to all applicable regulations, (b) the septic 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 Septic Plan in good condition, will automatically terminate the PipeSafeSM Septic Plan. If a PipeSafeSM Septic Plan is revoked for any of the above reasons, the RWA will refund any pro-rated unused credit to your bill. The RWA reserves the right to terminate your PipeSafeSM Plan immediately if (1) you do not pay your PipeSafeSM Septic Plan fees within 60 days of receiving your bill or (2) after we have made three (3) repairs on a septic line in any 12-month period. In addition, the RWA reserves the right to discontinue your PipeSafeSM Septic Plan at the end of its existing term for any reason whatsoever. Your PipeSafeSM Septic Plan may not be transferred to a new owner or third party.

**Terms Effective as of 5/1/2017.