

# 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 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 subcontract 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 rest 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 exist: (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

# Terms and Conditions

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**Plan Scope:** The PipeSafe<sup>SM</sup> 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 PipeSafe<sup>SM</sup> 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 PipeSafe<sup>SM</sup> 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 PipeSafe<sup>SM</sup> plan. House traps are not protected under the PipeSafe<sup>SM</sup> plan and must be removed at the homeowner's expense. Additional buildings that are connected to the primary sewer line are not protected. This PipeSafe<sup>SM</sup> 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 PipeSafe<sup>SM</sup> 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 PipeSafe<sup>SM</sup> 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 PipeSafe<sup>SM</sup> 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 PipeSafe<sup>SM</sup> 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 PipeSafe<sup>SM</sup> 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 PipeSafe<sup>SM</sup> plan protection for any reason. The PipeSafe<sup>SM</sup> 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. PipeSafe<sup>SM</sup> plan membership protects only one sewer line per premise. Separate PipeSafe<sup>SM</sup> plan coverage is required for each additional sewer line at a premise.

**Initiating Protection:** If you request your PipeSafe<sup>SM</sup> 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 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 sewer 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 PipeSafe<sup>SM</sup> 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 PipeSafe<sup>SM</sup> 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 PipeSafe<sup>SM</sup> Emergency Protection Sewer 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 sewer 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 sewer line does not conform to all applicable regulations, (b) the sewer 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 PipeSafe<sup>SM</sup> 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. 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 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 PipeSafe<sup>SM</sup> service agreement, including without limitation, service agreements with customers whose PipeSafe<sup>SM</sup> service 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 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 PipeSafe<sup>SM</sup> Emergency Protection Sewer 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 sewer line repairs on a sewer 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.

\*PipeSafe<sup>SM</sup> Emergency Protection Sewer Line Repair is not available to homeowners with septic systems.  
\*\*Terms Effective as of February 21, 2015

# 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 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 PipeSafe<sup>SM</sup> Emergency Protection Septic Repair Plan (the "PipeSafe<sup>SM</sup> 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 PipeSafe<sup>SM</sup> Septic Plan protection is limited to \$5,000 per Contract Year. The PipeSafe<sup>SM</sup> 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 PipeSafe<sup>SM</sup> 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 there of. 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 PipeSafe<sup>SM</sup>:** 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 PipeSafe<sup>SM</sup> Septic Plan protection begins. You must have had the septic tank pumped within the last 5 years. Any septic back-ups, collapses, or blockages that exist prior to PipeSafe<sup>SM</sup> 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 PipeSafe<sup>SM</sup> 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 PipeSafe<sup>SM</sup> 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 PipeSafe<sup>SM</sup> Septic Plan protection for any reason. The PipeSafe<sup>SM</sup> 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. PipeSafe<sup>SM</sup> Septic Plan membership protects only one septic line per premise. Separate PipeSafe<sup>SM</sup> Septic Plan coverage is required for each additional septic line at a premise. Initiating Protection: If you request your PipeSafe<sup>SM</sup> 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 PipeSafe<sup>SM</sup> 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 PipeSafe<sup>SM</sup> 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 PipeSafe<sup>SM</sup> Septic Plan must be performed by the RWA. The RWA will not pay for work otherwise covered under the PipeSafe<sup>SM</sup> 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 PipeSafe<sup>SM</sup> 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 PipeSafe<sup>SM</sup> Septic Plan unless you receive RWA's written approval to subscribe to PipeSafe<sup>SM</sup> 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 PipeSafe<sup>SM</sup> 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 PipeSafe<sup>SM</sup> 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 PipeSafe<sup>SM</sup> Septic Plan service agreement, including without limitation, service agreements with customers who's 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> 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 PipeSafe<sup>SM</sup> 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 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 septic line does not conform to all applicable regulations, (b) the septic 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 PipeSafe<sup>SM</sup> Septic Plan in good condition, will automatically terminate the PipeSafe<sup>SM</sup> Septic Plan. If a PipeSafe<sup>SM</sup> 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 PipeSafe<sup>SM</sup> Plan immediately if (1) you do not pay your PipeSafe<sup>SM</sup> 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 PipeSafe<sup>SM</sup> Septic Plan at the end of its existing term for any reason whatsoever. Your PipeSafe<sup>SM</sup> Septic Plan may not be transferred to a new owner or third party.

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



# 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 Drive, New Haven, CT. “Contract Year” refers to 12 consecutive months starting on the date your plan became effective.

**Plan Scope:** The PipeSafe<sup>SM</sup> Home Plumbing Repair plan provides for the repair or replacement (up to \$2,000.00 per Contract Year) of your leaking internal water lines, broken or leaking internal valves, and clogged or broken drain pipes inside your single family dwelling. The pipe or valves when repaired or replaced, will be the same size as the existing pipe or valve. The decision of whether to repair or replace rests exclusively with the RWA. The plan is for single family dwellings only.

**General Specifications:** If you are protected by the PipeSafe<sup>SM</sup> plan, the RWA, or its agents, will repair or replace water and waste water lines, including valves from the point of supply up to and including the shut off valve before each fixture supply line or drain line attached to each fixture. The RWA reserves the right to conduct any and all work with its own crews or sublet any and all of the work, as it deems appropriate. We guarantee that the work done on the water or waste lines 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.

**Protection Limitations:** Repairs or replacements of your internal water or waste water lines and valves will be limited to \$2,000.00 per Contract Year. If the repair estimate exceeds the available coverage you will be required to pay the difference. Your PipeSafe<sup>SM</sup> plan is also limited to 3 repairs in a consecutive 12-month period, and we may cancel your protection following a third repair in any 12-month period. We will not repair or replace any fixtures or appliances such as faucets, filters, toilet components, kitchen appliances, showers, tubs, sinks, pumps, water heaters, supply lines from the valve to the fixture, asbestos wrapped pipes, etc. We will not repair or replace any leaks or breaks from frozen pipes nor will we thaw any frozen pipes. **Existing sewer house traps are not covered for repair or replacement.** We will not repair or replace water or waste water lines with pre-existing leaks or breaks, water or waste water lines that have been identified as pre-existing poor pipes, or pre-existing broken or leaking cellar wall valves. The PipeSafe<sup>SM</sup> plan protects only one service connection and/or service line. If the water service has a metered manifold and is split to feed another unit or floor, a separate plan is required for each additional service connection. Additional buildings that are connected to the primary water service are not protected. The PipeSafe<sup>SM</sup> plan does not protect multi-family dwellings, apartment buildings, condominiums, mobile homes, commercial/industrial, seasonal accounts, or accounts with pipes above finished grade. Any misrepresentation of size parameters, existing leaks, conditions that mislead or misrepresent true existing piping conditions, will void your protection plan.

**Your Responsibility:** In the event of a water leak, valve failure, or waste line clog it is your responsibility to notify the RWA at (203) 562-4020 as soon as is practical for service. The RWA or its agents will not reimburse for services not initiated by the RWA or by its agents. If the water leak or waste water clog 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> plan does not provide for new service installation, relocation, or alteration of water pipes or valves, increase/decrease in pipe size diameter, booster pumps, water meters, pressure reducing valves, backflow preventers, irrigation pipes, or other such underground devices. 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 any personal belongings. The RWA is not responsible for any clean-up or environmental services related to a flooded premise or for any type of water or raw sewage back up, spill, fumes, or mold or any type of sewer odors emitting from the sewer system that seep into the drainage or venting system of a home or building. We will not repair or replace (a) water lines that are not leaking but are delivering low pressure or low water flow to your home, (b) water or waste lines that run under concrete floors, patios, or under a body of water such as a lake, river, pond, ocean, etc., or (c) water lines that are not installed according to the RWA's rules and regulations for water services. 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. The RWA is not responsible to bring your piping up to local code. The RWA is not responsible to repair any walls, floors, cabinets, or any other structures related to the repair. If the RWA or its agents need to open or disassemble a wall, floor, or any other structure you are responsible for the repair or replacement of any such item. The RWA or its agents will not remove cabinets or countertops. These types of repairs may be covered under your homeowners insurance and you should check with your provider.

**Initiating Protection:** If you request the PipeSafe<sup>SM</sup> plan, the RWA or its agents will schedule an inspection of your home plumbing system. This will include the water and waste lines from the point of entry to the valve before each fixture. If approved, your protection will begin when the RWA notifies you of the approval and your information is entered into our billing system. The RWA reserves the right to make an on-site inspection of your water or waste line before accepting any responsibility under the PipeSafe<sup>SM</sup> plan.

**Response Time:** Except as noted below, the RWA or its agents will attempt to respond to requests for service 24 hours a day/7 days a week. In most cases, the RWA or its agents will dispatch repair crews within 24 hours. All work under the PipeSafe<sup>SM</sup> plan must be performed by the RWA or its agents. 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 THE RWA FOR THE PipeSafe<sup>SM</sup> 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 the RWA:** When you initially subscribe to the PipeSafe<sup>SM</sup> plan and your RWA account has a total delinquent balance greater than \$100.00, you will not be eligible for the PipeSafe<sup>SM</sup> plan unless you receive the RWA's written approval for you to subscribe to the PipeSafe<sup>SM</sup> plan despite your delinquency. Upon contacting the RWA for a repair or replacement, if 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 the 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/waste line does not conform to all applicable regulations, (b) the water/waste 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. The 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:** We will automatically renew your PipeSafe<sup>SM</sup> 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> plan. Upon cancellation, we will apply a pro-rated unused credit to your bill.

**Cancellation by the RWA:** The RWA reserves the right to terminate your PipeSafe<sup>SM</sup> plan immediately if (a) you do not pay your PipeSafe<sup>SM</sup> plan fees within 60 days of receiving your bill or (b) after we have made 3 water/waste line repairs 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.