

**WATER SERVICE LINE PROTECTION PROGRAM
TERMS AND CONDITIONS
JANUARY 1, 2019**

1. What Is This Agreement?

These Term and Conditions become part of the Agreement (“Agreement”) between Pascoag Utility District (“PASCOAG”) and the person (“You” or “Your”) named in the confirmation letter (“Confirmation Letter”) that came with this Agreement. It requires PASCOAG to provide coverage for certain repairs to the property named in the Confirmation Letter. The Water Service Line Protection Program Terms and Conditions, together with the Confirmation Letter, make-up the entire Agreement between the parties.

2. When Does Your Protection Start?

PASCOAG will pay for covered repairs on or after the effective date stated in the Confirmation Letter, and such effective date will be dated one day subsequent to the day the Customer signs the Confirmation Letter (“Effective Date”).

3. When Does Your Protection Stop?

The initial term of the Agreement is one year (365 days) from the Effective Date. **This Agreement will automatically renew each year for an additional one year term unless You or PASCOAG have cancelled this Agreement by providing at least 30-days’ notice prior to the end of the initial term or renewal terms.**

4. Which Homes Are Protected?

PASCOAG will pay for repairs under this Agreement if:

- A. Your Home is occupied; and**
- B. Your Home is used for residential purposes only; and**
- C. You are not 30 days or more past due on any amount owed to PASCOAG.**

5. What Lines or Systems Are Protected?

Your Water Service Line is the water service line from the point where it connects to PASCOAG’s system at the curb-stop shut-off, to the water meter or main shut-off valve inside Your Home, whichever is closer to the foundation wall. It does not include Your water main tap, water meter, water meter pit or water meter vault.

6. What Repairs Are Covered?

Subject to the terms and conditions of this Agreement, PASCOAG will repair a leaking or broken Water Service Line if it: (1) occurred on or after the Effective Date and no notice of termination by You has been issued; and (2) resulted from normal wear and usage, and not due to negligence or third party or homeowner/tenant damage.

7. What Repairs Are Not Covered?

PASCOAG will not pay for any of the following:

- **Repairing damage to your Water Service Line caused by You, Your tenants, or any third parties.**
- **Repairing damage to your Water Service Line in any home that is unoccupied due to renovation, remediation or construction.**
- **Repairing damage to your Water Service Line caused by natural acts or disasters, such as earthquakes, floods, landslides, or sinkholes.**
- **Repairing damage to your Water Service Line caused by improper design or installation of Your Water Service Line.**
- **Repairing any clog or blockage of Your Water Service Line.**
- **Repairing the main shut-off valve in your home.**
- **Repairing any interior pipes beyond the main shut-off valve or meter, whichever is closer to the foundation wall inside Your Home.**
- **Repairing any connections and/or extensions to the Water Service Line, such as Water Service Lines to fire suppression systems, sprinklers, irrigation systems, pressure-reducing valves or back-flow preventers.**
- **Repairing any openings made in walls, ceilings or surfaces inside Your Home for PASCOAG to access Your Water Service Line.**
- **Repairing any third party's Water Service Line that is attached to Your Water Service Line.**
- **Restoring any gardens, shrubs, trees or structures.**
- **Costs associated with opening and closing any portion of Your Home's foundation or slab to access Your Water Service Line.**
- **Updating any non-leaking portion of Your Water Service Line.**
- **Removing any items necessary to access Your Water Service Line, such as debris, trash, rocks, cars or temporary structures.**
- **Remediating or cleaning any hazardous substance or pollutant, such as mold or asbestos.**
- **Thawing any frozen section of Your Water Service Line.**
- **Repairing, replacing or cleaning any portion of Your Home or its contents that are damaged by leaks or breaks to Your Water Service Line.**
- **Paying any extraneous costs caused by a leak or break in Your Water Service Line, such as relocation costs, storage costs or temporary housing costs, lost time at work, lost use of Your Home or its contents or any damages due to any special circumstances or conditions.**

8. What Is Your Protection Limit?

PASCOAG will pay up to \$3,000 per occurrence to repair Your Water Service Line and refill, rake and reseed any areas outside Your Home that PASCOAG excavated in order to access Your Water Service Line. If a necessary permit for the repair requires a public sidewalk or public road to be cut, excavated and repaired in order to access your Water Service Line, PASCOAG will pay up to \$2,000 per occurrence for such repair to the same section of public sidewalk or public road. The protection limits for Water Service Line repairs and road repairs are separate and distinct.

9. Can You Exceed Your Protection Limit?

If repair costs will exceed the applicable protection limit, You will be provided an estimate before the work is performed. You will be responsible for any actual costs in excess of your protection limit should you authorize PASCOAG to proceed with the repair.

10. How Can You Get Service?

If there is a leak or break to Your Water Service Line, You must contact PASCOAG at 401-568-6222 for an evaluation and scheduling of the repair.

11. Can You Hire Your Own Contractor?

Yes, but PASCOAG will not pay any costs incurred, or fix any repairs made by You or any contractor You hire.

13. Cooperation With PASCOAG?

You must cooperate with PASCOAG by: (a) providing additional information about the requested repair that PASCOAG may need; (b) providing permission to PASCOAG to access your property; and (c) disconnecting any cold-water electrical grounds before repairs are made to Your Water Service Line.

14. Is There A Service Fee?

There is no service fee applicable for repairs to Your Water Service Line.

15. Is There An Annual Fee?

You must pay PASCOAG a program fee ("Program Fee"), billed monthly, for the term of this Agreement. The Program Fee is stated in Your Confirmation Letter. PASCOAG may change the Program Fee as set forth below.

16. How Are Your Payments Made?

PASCOAG will collect Your Program Fee on each monthly water bill.

17. When Will PASCOAG Collect Taxes?

You must pay all applicable state and local taxes, if any, when You pay Your Program Fee payments.

18. Is This The Whole Agreement?

This Terms and Conditions, and Your Confirmation Letter are the entire agreement between You and PASCOAG for this program.

19. Can This Agreement Be Changed?

PASCOAG may change or make additions to the terms and conditions of this Agreement. PASCOAG will give You written notice of changes in a manner consistent with applicable law, including on Your bill, with Your bill, by mail or by email. If You do not like the changes, You may cancel this Agreement by providing 30 days' notice specifying the cancellation is due to the changes outlined in the notice provided of changes by PASCOAG.

20. How Will Disputes Be Resolved?

A. Arbitration. Any Dispute between You and PASCOAG shall be resolved by binding arbitration. In arbitration, there is no judge or jury and there is less discovery and appellate review than in court.

B. Right to Sue in Small Claims Court. Notwithstanding anything in this arbitration provision to the contrary, either You or PASCOAG may bring an individual action in small claims court if the amount claimed is within the jurisdiction of that court.