

## KEY TERMS AND CONDITIONS

### A. THIS PLAN

Includes all parts, material and labor required to repair or replace leaking water service lines up to 2 ½". For customers who have outside meter pits, coverage includes the repair or replacement of leaking or non-functioning meter pit valves. The Town of Southington Water Works Department (SWWD) or its agent will determine whether to repair or replace any covered parts. Repair or replacement includes excavation, as required, in the area of repair or replacement. Also includes the cost of water service shut off/turn on by SWWD and the restoration of paving and soil (including filling, loaming and seeding) in areas disturbed by excavation of up to \$10,000.00 annually and per incident. Customers are responsible for notifying the SWWD at (860) 628-5593 to report a services leak. Employees are on-call 24 hours a day. Please be advised that if there is a service leak on a customer's property which causes a slippery or hazardous condition as determined by the SWWD or one of its agents, on the customer's property, any other property or any public street, the customer is solely responsible for making such premises safe and the SWWD shall not be liable for any damage caused by such slippery or hazardous conditions. The SWWD or its agents will promptly respond to requests for service and in most cases, the SWWD will dispatch repair crews within twenty-four (24) hours of receiving a call for service. However, customers should be advised that response times will vary based on several factors, including but not limited to weather conditions, workload, and staffing levels. As discussed in this Section A, the SWWD reserves the right to delay service to a customer's property if the SWWD determines that there are unsafe working conditions on the property and the SWWD will only provide services when the customer eliminates the unsafe working conditions.

### B. EXCLUSIONS: What is NOT Included:

The plan does not include repairs or any work specifically and solely for the purpose of increasing water pressure or flow to the premises and any repair or replacement work not specifically identified as covered in Section A above. Items such as pressure reducing valves, booster pumps, stop and waste valves, lawn and/or fire sprinkler systems are not included in the plan. The plan does not include: repair of any leaks inside the premises, such as the customer's shut off (cellar) valve; pre-existing damages; new service installations; relocation or alternation of existing water service lines; and repairs and/or replacement of parts damaged directly or indirectly as a result of a customer or any other party working or excavation on the customer's property or in the vicinity of the water service line or its associated parts. The plan does not include the repair or replacement related to improperly installed pipes and appurtenances and any damage caused by the freezing or thawing of service lines. The plan does not include the repair or replacement of water lines that are in a wetlands area or that run under a body of water such as a lake, river, stream, pond or ocean. The plan also does not include the repair or replacement of service lines in which a portion or portions of the service line run underneath concrete floors or patios. The plan does not cover damages caused by a "force major" such as an earthquake, hurricane, volcanic eruption, flooding, main break, landslide, natural disaster, civil disobedience, riot or war.

### C. PLAN ELIGIBILITY

You must own or have a written legal responsibility and authority to provide repairs for the water service line (and associated parts) to a commercial structure served by SWWD. You must own the property traversed by the water service line or you must show proof of a valid Right of Access that permits access for the repair and/or replacement of the water service line if it crosses any intervening property. Service line can be no greater than 2 ½" in diameter, must confirm to the design standards of SWWD Rules and Regulations and cannot be installed under concrete slabs, decks, patios, pools or other structures that would prevent reasonable access for repair purposes. SWWD reserves the right to deny plan coverage for any reason. Separate plan coverage is required for each additional service connection and/or service line at a premise. Plans are not transferable.

### D. ENROLLMENT

Charges will be added to your quarterly water bill. Your plan begins within 30 days of our receipt of your authorization to enroll in the plan. Any partial payments towards your water bill will be applied first to the line protection plan. SWWD reserves the right to make an on-site inspection of your service line and associated parts to ensure they are in proper operating condition before accepting any responsibility under the plan.

### E. CANCELLATION/TERMINATION

After the initial one year commitment, you may cancel this plan at any time by notifying SWWD in writing at 605 West Queen Street, P. O. Box 111, Southington, CT 06489 or fax at 860-621-0491. Customers are not eligible for any refund upon cancellation. Cancellation becomes effective at the end of the billing cycle. The plan will automatically cancel at the end of the billing cycle upon transfer or sale of the property. SWWD may also terminate this plan for non-payment of the fee and reserves the right to terminate the plan if SWWD determines that:

1. The service line or it associated parts to do not conform to the standards listed in the Rules and Regulations of SWWD.
2. There are unsafe working conditions at the site that the property owner or person responsible for the service line refuses to correct.
3. The property owner or person responsible for service line does not allow or permit the servicing or replacement of any parts necessary to maintain the parts covered.

SWWD also reserves the right to discontinue the plan or any other plans at the end of their existing terms or otherwise at the complete discretion of the SWWD.

### F. LIMITATIONS:

SWWD will not be held liable for any incidental or consequential damages, including water damage caused by leaks. SWWD will also not be held liable for any damages caused to you or your property unless such damage is the direct result of negligence of SWWD or its agents. All work in relation to the plan must be performed by the SWWD, an agent of the SWWD or a contractor authorized by the SWWD to provide repair or replacement work. The plan will not pay for any labor, parts, or costs for repair or replacement of any covered items performed by any unauthorized parties or any water damage caused by leaks. All repair work completed under this plan is guaranteed for a period of one (1) year for failures or defects in material or workmanship.

### G. RENEWALS

Charges will be added to your quarterly water bill in the amount of one fourth (1/4) of the annual fee for the plan. After the first year the plan will renew automatically. Information and prices contained in this brochure are accurate as of 6/30/12. SWWD reserves the right to change the items covered and/or the price of the repair plan without prior notice.

### H. REFERRALS

For each new, qualified Commercial Line Protection customer who indicates that they were referred by an existing commercial customer, the existing customer will receive a one time \$20 credit on their next quarterly bill. This applies only to new Commercial Service Line Protection customers with service lines up to 2 ½ inches. The account of the referring customer must be current and active. The credit will be applied when the new customer's account becomes active (30 days after receipt of application).

# COMMERCIAL SERVICE LINE PROTECTION PLAN



*The Southington Water Department  
Offers a Service Line Protection Plan  
to qualified Commercial Customers  
with Service Lines up to 2 1/2 inches.*

605 West Queen Street  
P.O. Box 111  
Southington, CT 06489-0111  
(860) 628-5593 • Fax (860) 621-0491  
[www.southington.org](http://www.southington.org)

# SIGN UP AND BE PROTECTED

Commercial property owners are responsible for maintaining their water service pipe from the curb valve to their building. Most property insurance policies do not cover repairs to these pipes. The Southington Water Department Commercial Service Line Protection Plan will protect you from unexpected repair bills for only pennies a day.

- ❖ The cost is \$85 annually, billed in four installments of \$21.25 on your quarterly water bill.
- ❖ The Commercial Service Line Protection Plan is available for commercial properties served by a single service line of 2 1/2" or smaller that are not located on private mains.
- ❖ The Plan covers up to \$10,000 of expenses annually and per incident.
- ❖ Plan includes operation of the curb valve, if needed, for other plumbing repairs.

- ❖ Expenses covered include leak detection, line replacement, landscaping, and restoration of asphalt and concrete up to the policy limit.
- ❖ Repairs are performed by Southington Water Department employees and their approved licensed and insured contractors.
- ❖ Problems can be reported 24 hours a day to the Southington Water Department.
- ❖ Initial term of the plan is one year. After that the plan can be cancelled at any time with written notice.
- ❖ Refer a new commercial customer and receive a one time \$20.00 credit on your commercial account.

## ***Southington Water Department Commercial Service Line Protection Application***

\_\_\_\_\_  
Name

\_\_\_\_\_  
Account

\_\_\_\_\_  
Billing Address

\_\_\_\_\_  
Service Address

\_\_\_\_\_  
Daytime Phone

Please sign me up for the Southington Water Department Commercial Service Line Protection Plan. I have read & agreed to the terms and conditions of the Southington Water Department Commercial Line Protection Plan. I am the owner or have written legal responsibility and authorization to provide repairs for the water service line (and associated parts) to the commercial property at:

\_\_\_\_\_

I understand there is a one year initial commitment. The quarterly charge will be billed on my water bill. I acknowledge that the maximum benefit of the plan is \$10,000. Customers are not eligible for refund upon cancellation.

Print Name: \_\_\_\_\_

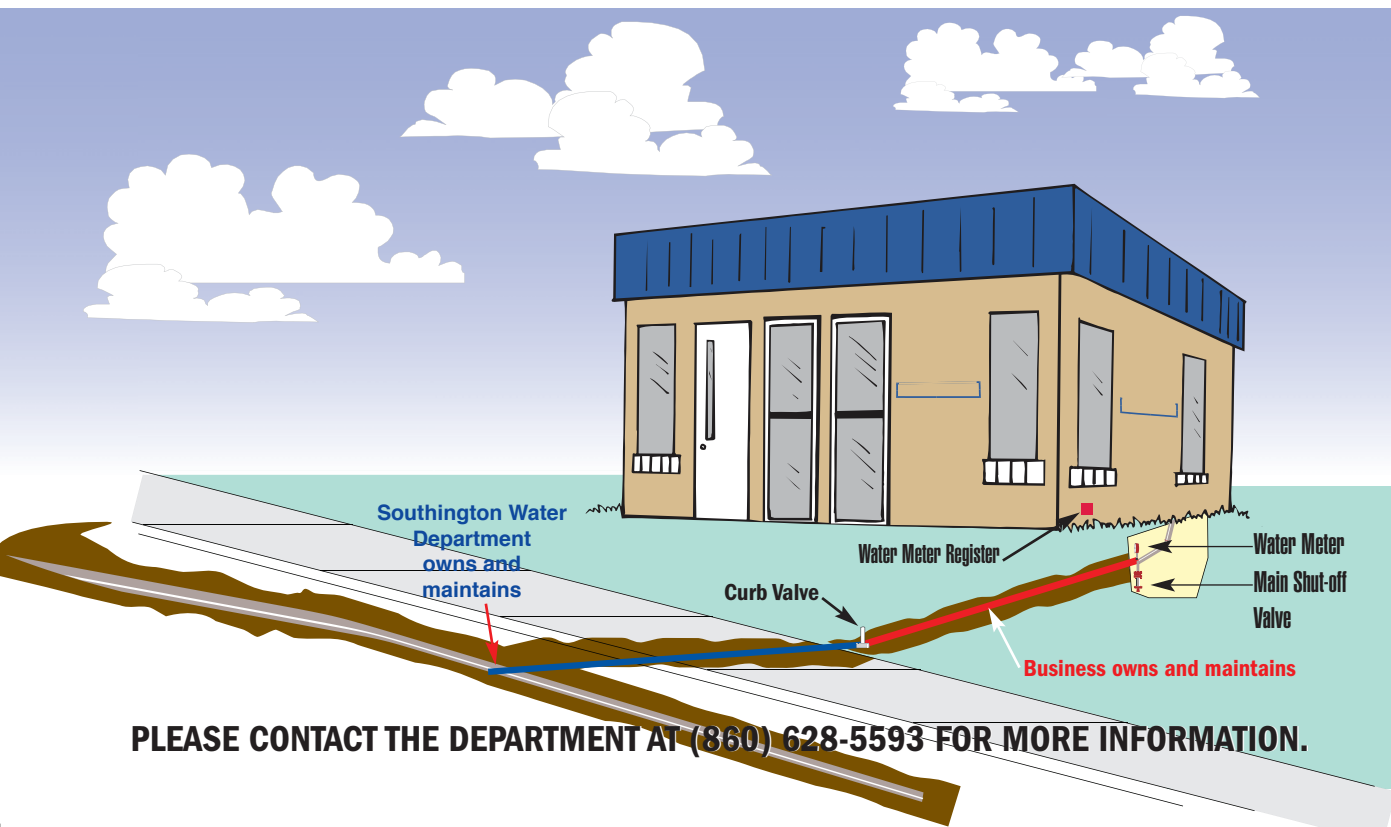
Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Referred by: \_\_\_\_\_ (Name)  
\_\_\_\_\_ (Address)

30 Days Start \_\_\_\_\_ Initial \_\_\_\_\_

**Please fill out and mail back to  
Southington Water Department  
in the enclosed envelope.**



**PLEASE CONTACT THE DEPARTMENT AT (860) 628-5593 FOR MORE INFORMATION.**