

TOWN OF HARWICH WATER DEPARTMENT
SERVICE TIGHT INSURANCE POLICY TERMS OF AGREEMENT **Revised: October 30th, 2015**

ELIGIBILITY OF COVERAGE: The owner must own or have a written legal responsibility and authority to provide maintenance for the water service line (and associated parts) to the residential dwelling. The water service line must conform to the design standards of the Harwich Water Rules & Regulations. Harwich Water reserves the right to deny plan coverage for any reason. The Service Tight plan coverage is required for each meter and additional service connection and/or service line at the premises. Condominiums, apartments, multi-unit properties and service lines after meter pits are not eligible under this plan. Enrollment begins ninety (90) days after application is received and will be prorated to the closest to the billing period. When the customer chooses to sign up for this service, it is the customer's responsibility to become familiar with the Service Tight Plan guidelines. All enrollees must agree to and meet all conditions set forth in the Service Tight Program. Coverage is not transferable.

COVERAGE: The plan covers all parts, materials, customer shut off (cellar) valve and labor to repair, or replace, water service lines 2" inches and under from the curb stop to the water meter in the event of an emergency. For those customers who have outside meter pits, coverage includes the meter pit, meter pit cover and meter pit valves. The Harwich Water Department (here after referred to as "Harwich Water") at its sole discretion, shall make the determination between repairing or replacing any covered part found to be damaged or defective. Any covered parts replaced under the plan will become the sole property of Harwich Water. Coverage includes excavation, as required, in the area of repair or replacement, and also includes the cost of water service shut off/ turn on by Harwich Water and repaving of paved area and restoration (including filling, loaming and seeding) of non-paved area disturbed by excavation.

EXCLUSIONS: The Service Tight plan does not include any parts not specifically identified as covered. Items such as pressure reducing valves, booster pumps, lawn and/or fire sprinkler systems, etc. are not included in the coverage. The Service Tight plan does not cover the water meter nor repairs of any leaks beyond the meter. Service Tight does not cover pre-existing damages, new service installations, relocating or alteration of existing water service lines, repairs and/or replacement of parts damaged directly or indirectly as a result of the owner or any other party working, or excavating, on the property or in the vicinity of the water service line or its associated parts. Service Tight does not cover damages caused by earthquakes, hurricanes, volcanic eruption, flooding, landslide, natural disaster, civil disobedience, riot, or war. Service Tight does not cover improperly installed pipes and appurtenances, nor does it cover restricted flows (as opposed to cessation of flows), unless such restricted flows (a) are primarily caused by conditions in covered parts, and (b) Harwich Water determines that such restricted flows fall below the minimum pressure and flow standards by the Massachusetts Department of Environmental Protection or the Massachusetts Utilities Commission.

RESTORATION EXCLUSIONS: Restoration excludes replacement of cobblestone, shell, stone, ornamentation, plantings, shrubs or trees placed in areas requiring restoration, nor is Harwich Water responsible for the cost of replacing said exclusions.

LIMITATIONS: Harwich Water will not be held liable for any incidental or consequential damage, include water damage caused by leaks. Harwich Water 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 the Harwich Water or its agents. All work in relation to this protection plan must be performed by Harwich Water. This protection plan will not pay for any labor or parts, costs for repair, or replacement of any covered items performed by any unauthorized parties or any water damage caused by leaks.

IRRIGATION LINES: Harwich Water Department will not be responsible for any underground irrigation lines on site.

ELECTRICAL SAFETY: New and replacement water service and repairs are installed using PE (polyethylene) pipe. This material is non-conductive. Many older homes have their electrical service grounded to the iron service pipe. When a repair is made, or replacement service is installed, the electrical ground is interrupted. Water customers are requested to have a licensed electrician install a new electrical ground before work is done to the water service so as to protect the electric service, heating system, and any appliances which may be in the dwelling. Harwich Water Department cannot accept responsibility for any damages which might occur if this provision is not adhered to.

CANCELLATION AND TERMINATION: The customer may cancel the Service Tight Protection Plan at any time by notifying Harwich Water Department at 196 Chatham Road, Harwich, MA 02645 in writing. If the customer chooses to cancel the plan prior to the initial waiting period, they may do so in writing. If cancellation is requested after the billing period, no refund will be given. Delinquent accounts over ninety (90) days will be automatically unenrolled and will not be eligible for re-enrollment until all account charges have been paid in full. Harwich Water reserves the right to terminate the Service Plan if Harwich Water determines that: 1. the service line or its associated parts do not conform to the standards listed in Harwich Water Rules and Regulations. 2. There are unsafe working conditions at the site that the property owner refuses to correct. 3. The property owner does not allow or permit the servicing or replacement of any parts necessary to maintain the parts covered