

14. Is There A Service Fee? There is no service fee for repairs to Your Water Line.

15. How Are Your Payments Made? During the Agreement's initial term, York Water will collect Your Program Fee in the manner You chose when You enrolled:

- **Check, Debit, or Automatic Payment.** You may pay by check or a direct debit from Your bank account. All direct debit payments are governed by the "Terms of Authorization" given to You. Check or direct debit payment is due in full on the first day of the term unless at the time of enrollment You agreed to a multipayment arrangement. A multipayment arrangement will automatically renew until you tell us to discontinue the service.
- **Credit Card.** May be available in the future.
- **Failure to pay under this program will not affect water or wastewater service.**

16. When Can You Get A Refund? You can receive a full refund of any Program Fees paid by You during the current term, if You: (a) cancel before the Effective Date; or (b) cancel after the Effective Date and can prove You were never eligible for and never received protection. You will receive a partial refund of any Program Fees paid by You, less the cost of any repair services performed and any money You owe York Water, if: (a) You cancel after the Effective Date and are or were eligible for protection; or (b) York Water cancels this Agreement for any reason. York Water may issue refunds to You in the same way You made Your last Program Fee payment. Partial refunds will be prorated based on the number of days left in the current term.

17. Can This Agreement Be Severed? If a court or agency of competent jurisdiction finds any provision of this Agreement to be unenforceable, the remaining provisions will remain in full force and effect.

18. Can This Agreement Be Changed? You may not change the terms and conditions of this Agreement. York Water may change the terms and conditions of this Agreement. If You did not request a change, York Water 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. If you do not cancel this Agreement, the change will become effective 30 days after York Water sends You notice. The current terms and conditions can be viewed on York Water's website at www.yorkwater.com/servicelineplan.

19. Can This Agreement Be Cancelled? You may cancel this Agreement at any time by calling York Water at 717-845-3601 or by mailing York Water at 130 E. Market St., York, PA 17401. Or emailing to customer.service@yorkwater.com. Your cancellation is effective when received. York Water may cancel this Agreement: (1) upon 30 days' written notice to You for any reason; or (2) without notice to You if You are ineligible for protection, are 30 days or more past due on any amount owed to York Water or its independent contractors, or misrepresented any material facts when You entered into or requested service under this Agreement. York Water's notice of cancellation is effective when sent.

20. Can This Agreement Be Transferred? You may not transfer

this Agreement to another home or another person. York Water may assign this Agreement to a third party.

21. What Warranties Does York Water Make? York Water warrants that, for one year from the date of the repair, covered repairs made by its independent contractors will comply with applicable plumbing codes and manufacturer's specifications and be free from defects in material and workmanship. The exclusive remedy for this warranty is that York Water's independent contractors will, at York Water's option, fix or replace the repair or material. York Water makes no other express warranties in this Agreement. To the extent permitted by applicable law, York Water disclaims any implied or statutory warranties other than the implied warranty of good faith and fair dealing. To the extent permitted by applicable law, the duration of any implied or statutory warranty is limited to the duration of this express warranty. These limitations and disclaimers shall survive the cancellation of this Agreement. This limited warranty gives you specific legal rights. You may have other rights.

22. What Liability Does York Water Have? To the extent permitted by applicable law, You agree that York Water, its successors, its affiliates, its independent contractors, and its officers, directors, employees, affiliates, agents and contractors shall not be liable to You or any third party for: (1) any actual losses or direct damages in excess of the lowest applicable per occurrence protection limit set forth above; or (2) any amount of any form of indirect, special, punitive, incidental or consequential losses or damages, including those caused by any fault, failure, delay or defect in providing services under this Agreement. These limitations and waivers apply to all claims and theories of liability and shall survive cancellation of this Agreement.

23. How Can You Contact York Water? York Water's goal is to give You the best possible customer service. If You have any questions or complaints, please call York Water at 717-845-3601, mail York Water at 130 E. Market St., York, PA 17401, email customer.service@yorkwater.com, or visit York Water's website at www.yorkwater.com. Telephone calls may be recorded and/or monitored.

24. Will Your Information Remain Private? To the extent permitted by applicable law, York Water may obtain Your name, address, telephone number and any other pertinent information. York Water may share it with others in order to provide services under this Agreement. York Water will not share it with others in order to market other products or services.

25. What Law Governs This Agreement? The laws of the state of Pennsylvania shall govern this Agreement and any dispute between You and York Water.

26. Is This The Whole Agreement? This Agreement, the Confirmation Letter and the enrollment forms You submitted are the entire agreement between You and York Water. They supersede and replace any prior agreements and understandings between You and York Water concerning their subject matter.

27. Are These Headings Part Of This Agreement? Headings are not part of the Agreement and are for convenience only.

- End of Terms and Conditions -



WATER SERVICE LINE PROTECTION PLAN TERMS AND CONDITIONS

1. What Is This Agreement? If you choose to agree with these Terms and Conditions, submit the attached application, and receive a confirmation letter from York Water, then this is an Agreement ("Agreement") between The York Water Company ("York Water") and the person named in the confirmation letter ("Confirmation Letter") that came with this Agreement ("You" or "Your"). It requires York Water to pay for certain repairs to the property named in the Confirmation Letter ("Your Home") in exchange for an annual fee. It is not an insurance contract. Please read and retain these Terms and Conditions.

2. When Does Your Protection Start? York Water will pay for covered repairs on or after the effective date stated in the Confirmation Letter ("Effective Date"). If You do not cancel this Agreement before the Effective Date, You will have accepted its terms and conditions.

3. When Does Your Protection Stop? York Water will not pay for any repairs if You or York Water have cancelled this Agreement. The initial term of the Agreement is one year (365 days) from the Effective Date. If you pay by automatic payment or credit card (if available), and select automatic renewal, the Agreement will automatically renew each year for additional one year terms if at the time of renewal You are not 30 days or more past due on any amount owed to York Water or its independent contractors. If you pay by check or direct debit, York Water will send You a notice requesting that You renew the Agreement for an additional one year term.

4. What Is Protected? York Water will only pay for repairs under this Agreement if:

- You own Your single family, residential Home; and
- Your Home is occupied by You or Your tenant under a valid written lease at least ten months of the year; and
- Your Home is used for residential purposes only; and
- You are responsible for maintaining Your Home's Water Line; and
- You are not 30 days or more past due on any amount owed to York Water or its independent contractors; and
- Your current water line is in compliance with York Water's service line standards; and
- If at any time You are not eligible for protection, York Water will not pay for any repairs under this Agreement.

5. What Water Lines Are Protected? Your Water Service Line is Your single lateral water service line from York's shut-off valve at the curb line to the water meter or main shutoff valve inside Your Home [not to exceed a maximum distance of one (1) foot beyond the point of entry], or water meter pit. It does **not** include Your water meter or water meter pit.

6. What Repairs Are Covered? Subject to the terms and conditions of this Agreement, York Water will pay to repair leaks or breaks to Your Water Service Line if they: (1) occurred on or after the Effective Date; and (2) resulted from normal wear and usage. If York Water's independent contractor must excavate any areas outside Your Home in order to access Your Water Service Line, they will refill, rake and reseed the area once per occurrence. No other site restoration will be performed.

7. What Repairs Are Not Covered? York Water will not pay for the following:

- Repairing anything that occurred before the Effective Date.
- Repairing anything not resulting from normal wear and usage.
- Repairing anything caused by You or any third parties.
- Repairing anything in any home that is unoccupied due to renovation, remediation, or construction.
- Repairing anything caused by natural acts/disasters, such as earthquake, flood, landslides, sinkholes or any insurable cause.
- Repairing anything caused by defective materials, such as material that has been the subject of a recall or class action litigation.
- Repairing any clog or blockage of Your Water Line not caused by York Water.
- Repairing any main shutoff valves that are not leaking.
- Repairing any interior pipes beyond the main shutoff valve inside Your Home or water meter pit.
- Repairing any connections and/or extensions to the Water Line, such as water lines to sprinklers, irrigation systems, etc.
- Repairing anything required by any local, state, or federal agency inspection, unless otherwise covered by this Agreement.
- Repairing openings made in walls, ceilings, or surfaces inside Your Home for York Water's independent contractor to access Your Water Line.
- Repairing any section of Your Water Line that You share with a third party.
- Repairing any third party's water line that is attached to Your Water Line.
- Restoring any gardens, shrubs, trees or structures.
- Restoring any sidewalks, driveways, roads or other paved surfaces that are not required by plumbing permit to be repaired.
- Moving any water meter at the time of repair, unless required by code.
- Moving any non-leaking section of Your Water Line.
- Updating Your Water Line to meet code, law, or ordinance requirements.
- Removing any items necessary to access Your Water Line.
- Remediating or cleaning any hazardous substance or pollutant, such as mold or asbestos.
- Thawing any frozen section of Your Water Line.
- Repairing any section of Your Water Line located under Your Home's foundation or slab.
- Repairing, replacing, or cleaning any portion of Your Home or its contents that are damaged by leaks or breaks to Your Water Line.
- Paying any costs caused by a leak or break in Your Water Line, such as lost water costs, relocation costs, storage costs, or temporary housing costs, etc.
- Paying any damages caused by a leak or break in Your Water Line, such as lost time, lost use of Your Home or its contents, or any damages due to any special circumstances or conditions.

8. What Is Your Protection Limit? York Water will pay up to \$3,000 per occurrence per year to repair Your Water Line and refill, rake, and reseed any areas outside Your Home that York Water's independent contractor excavated in order to access Your Water Line. The \$3,000 limit includes any cutting, excavating, and repairing of curbs, sidewalks, or roads in order to access your Water Line on Your side of the curb line/shut off valve. If the repair work is located on York Water's side of the curb line/shut off valve, then York Water will pay all reasonable costs to cut, excavate and repair the section of public sidewalk or public road on York Water's side of the curb line/shut off and this will not be counted towards Your \$3,000 limit.

9. Can You Exceed Your Protection Limit? If repair costs will exceed the applicable protection limit, You will be notified and asked for your input before work is performed. York Water or the Independent Contractor will send You an invoice to collect any excess costs after the work is performed. You must pay York Water or the Independent Contractor any excess costs within 30 days of the date of the invoice.

10. How Can You Get Service? If there is a leak or break to Your Water Line, You must contact York Water first. You may contact York Water at 717-845-3601. If York Water determines that the leak or break is located on a water line covered by this agreement, York Water will contact an approved independent contractor and provide the contractor with your contact information. Then, if the break or leak is an emergency, the contractor will have 24 hours to contact You to schedule an appointment. In most cases the contractor will then have up to 24 additional hours to arrive at your home and begin repairs. If the break or leak is not an emergency, then the contractor will contact you by the end of the next business day to schedule an appointment. In most cases the contractor will then have up to 5 additional business days to arrive at your home and begin repairs. A leak or break is considered an emergency if it has: (a) caused York Water to shut off the water to Your Home; (b) damaged Your Home or its contents; (c) been declared unsafe by the responsible governmental entity; or (d) caused an immediate risk to anyone in Your Home. York Water's independent contractor will obtain any necessary permits before work begins.

11. Must You Cooperate With York Water? You must cooperate with York Water and its independent contractors, for example by: (a) providing reasonable access to York Water and its independent contractors to your Water Line for inspections, repairs, or restoration; (b) providing additional information or documentation that York Water may need; (c) obtaining permission for York Water's independent contractor to access property You do not own; and (d) disconnecting any coldwater electrical grounds before repairs are made to Your Water Line.

12. Can You Hire Your Own Contractor? York Water will not pay any costs incurred, or fix any repairs made, by You or any contractor You hire.

13. Is There An Annual Fee? You must pay York Water an annual program fee ("Program Fee") for each term of this Agreement. The Program Fee may be stated on Your Confirmation Letter or enrollment forms. York Water may change the Program Fee as described below, for example if York Water modifies the fees, limits, or payment methods.



THE YORK WATER COMPANY WATER SERVICE LINE PROTECTION PLAN

Benefits of the program:

This voluntary program is only available to residential water customers of The York Water Company and provides the following benefits:

- ✓ Repair/replace leaking or broken water service lines
- ✓ Repair/replace driveways, sidewalks, or lawn areas that are disturbed during covered repairs
- ✓ Costs covered per year: up to \$3,000
- ✓ 12 month guarantee on all work performed
- ✓ No deductibles
- ✓ No special numbers to call, just call into our office or 24-hour emergency number
- ✓ We partner with local plumbers who live in our area and can respond quickly to your needs

Monthly Fee: \$5.00/month, or pay for the full year, upfront, and only pay \$55 (a \$5 savings!)

Please read the "Program Terms & Conditions" for full details.

4/6/16

This Program is not regulated by the Pennsylvania Public Utility Commission.