



## Berkeley Township MUNICIPAL UTILITIES AUTHORITY

42 Station Road  
Bayville, NJ 08721  
(732) 237-0100  
Fax (732) 237-0638

RE: Exterior Water Service Line Agreement

Dear Water Service Customer:

The BTMUA has implemented a service for its residential customers to offer an **OPTIONAL** low cost program to repair the exterior water service line for your home.

If you select this service it will insulate you from having to expend considerable sums of money to repair or replace your exterior water service line in the event of a leak or rupture of that line.

Enclosed is an Exterior Water Service Line Agreement which explains this service in detail including what services are covered and what is excluded from this service.

As set forth in the enclosed agreement, which if executed by you will initiate coverage, the initial cost shall be \$3.75 per month and will be billed with your quarterly water bill as a separate noted item.

If you wish to take advantage of this **OPTIONAL** coverage, please execute the enclosed Exterior Water Service Line Agreement, and return to the BTMUA either by mail/fax as referenced above, email to [Administration@Berkeleymua.org](mailto:Administration@Berkeleymua.org) or deposit the completed form into the payment drop box located outside our office. The BTMUA will mail you a fully executed copy for your records.

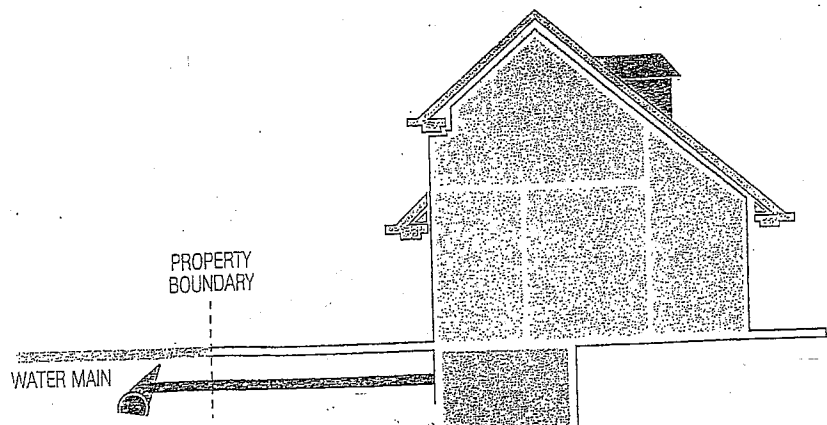
### **NO FURTHER ACTION IS REQUIRED IF YOU DO NOT WISH TO OPT INTO THIS PROGRAM.**

Feel free to contact the Authority at the above number if you have any questions.

The property owner is responsible for the water service line on your property. Therefore, the property owner is required to arrange and pay for any necessary repairs if the water service line breaks. This drawing illustrates the property owner's responsibility

Estimate to replace a water  
service line (26 to 100ft)  
\$2,832

**Plan Members: NO CHARGE**



Basic homeowners' insurance typically only covers things like property damage to your home, but not damage due to normal wear and tear to your water lines. This plan will provide you coverage in the event of a breakdown of the water service line on your property.

\*National average repair costs as of January 2023.

## EXTERIOR WATER SERVICE LINE AGREEMENT

### YOUR ENCLOSED DECLARATION PAGE IS AN INTEGRAL PART OF YOUR SERVICE AGREEMENT AND ALONG WITH THESE TERMS AND CONDITIONS CONSTITUTE YOUR ENTIRE AGREEMENT

This Agreement is entered into between the **Berkeley Township Municipal Utilities Authority** (hereinafter "BTMUA") and you as a homeowner that is serviced by the BTMUA.

**Covered Services:** The BTMUA will arrange and pay for the repair or replacement of your exterior water service line due to normal wear and tear (includes tree root damage) of a leaking or blocked exterior water service line that provides service to your residence.

Your exterior water service line is the line that supplies water to your residence from the BTMUA curb box to the outer wall of your foundation.

The BTMUA shall in its sole discretion decide how to best repair the damaged line including the selection of materials to be utilized and the routing of the replacement / repaired water service.

**Restoring Disturbed Area:** Due to the very low cost of this service, restoration to the area disturbed by the repair that is on your property and outside your residence is limited to filling and raking level to the surrounding yard. Seeding and replacement of plants, shrubbery, etc., shall be the responsibility of the resident. In the event that the water line is located under a surface other than dirt, removal and replacement of concrete, patio blocks, gravel, asphalt or any other hard surface material will be the responsibility of the homeowner.

**Benefit Limit:** The maximum benefit is limited to the cost of the excavation, repair and refilling of the affected area.

**What's Not Covered:** The BTMUA will not be responsible for any of the following:

1. Damages, losses and expenses, whether from negligence or otherwise, caused by: (a) You or any person or entity other than the BTMUA or (b) unusual circumstances, including a natural disaster, or an act of God;
2. Consequential, incidental, or punitive damages arising from conducting repair work, any correction, upgrade or move of your existing exterior water service line, not directly related to the covered repair, in order to meet any code, law, regulation or ordinance;
3. Repairs to any section of your exterior water service line that you share with any third party or is covered by a homeowner's condominium or like association;
4. Repairs to any line that branches off the main line, for example lines for sprinklers, pools, hot tubs, radiant floor heating and/or other outdoor systems;

**Eligibility:** A single structure owned by you, used and zoned for residential occupancy. There is an initial 30-day waiting period before you can make a service call, providing 11 months of coverage the first year.

**Length of Service Agreement:** Your service agreement begins on the start date listed on your declaration page and will continue for the period for which you have paid provided neither you nor the BTMUA cancel.

**Repair Calls:** You must call the BTMUA to advise that you feel you have a problem with your water service line and a service representative will assist in the diagnosis of your repair. The BTMUA or its representatives must have safe and clear access to and safe working conditions at and around the work area. There is no service call fee.

**Covered Repairs:** Whether your exterior water service line is to be repaired or replaced is entirely within the discretion of the BTMUA. Covered repairs are guaranteed against defects in materials and workmanship for the length of the contract.

**Method Payment and Renewal:** The method of payment will be through a quarterly bill, separate from your water bill and will reflect the charge for the further term of three (3) months. You will be automatically billed for each quarter until you advise otherwise. We reserve the right to not offer this service agreement upon renewal.

**Cost:** If you choose to utilize this service, the cost shall be \$3.75 per month which shall be charged on a quarterly basis. The BTMUA reserves the right to either increase or decrease the monthly charge on notice to you which will be provided at least thirty (30) days before any change in cost shall be implemented. The customer may opt to pre-pay or authorize automatic withdrawal.

**Cancellation:** You may cancel this service agreement at any time by providing a written request to the BTMUA. Upon receipt of your written request to terminate, the BTMUA will terminate the plan at the end of the current quarter. The BTMUA may cancel for any reason on sixty (60) days written notice to you or as a result of non-payment or for any other reason. No pro-rata refund will be provided if you cancel this coverage.

**Key Terms:**

**“Declaration Page”** - The enclosed document that forms a part of this service agreement, listing important information regarding you, your property and other vital information.

**“Price”** - The amount you agree to pay for this service agreement, as listed on your declaration page.

**“Service Agreement”** – The documents that constitute all of your rights and responsibilities as a service agreement holder which consist of these terms and conditions and your declaration page.

**“Service Call”** – A visit to your property by one of the BTMUA’s employees or an authorized representative where work is performed to diagnose and complete a single covered repair or where it is determined the repair is not covered.

**“You” or “Your”** – The purchaser of this service agreement who is the service agreement holder listed on the declaration page.

**Assignment / Amendment:** We reserve the right to change this service agreement (including the price or to charge an additional fee) and to delegate any of our obligations at our sole discretion. If you do not like the changes, you may cancel this service agreement.

**Transfer:** This service agreement is not transferable by you.

**Our Liability:** To the extent permitted by applicable law, (1) You agree that the BTMUA and all of its subcontractors shall not be liable to you or anyone else for: (a) any actual losses or direct damages that are outside the scope of the repair that is undertaken; or (b) 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 service agreement, and (2) these limitations and waivers shall apply to all claims and all liabilities and shall survive the cancellation or expiration of this service agreement.

*Execute and return this agreement to the BTMUA if you wish to participate in this **OPTIONAL** program.*

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

Homeowner Printed Name: \_\_\_\_\_

A/C #: \_\_\_\_\_ Cell #: \_\_\_\_\_

Email Address: \_\_\_\_\_

Email the quarterly bill to the email address provided: (circle choice): YES / NO

Service Property Address: \_\_\_\_\_

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

(mark “same” if billing address is same as service address)

BTMUA Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_

Return your executed agreement to the BTMUA either by mail to 42 Station Road, Bayville, NJ 08721, fax to 732-237-0638, email to [Administration@Berkeleymua.org](mailto:Administration@Berkeleymua.org) or deposit the completed form into the payment drop box located outside our office. The BTMUA will mail you a fully executed copy for your records.