

SERVICE ASSURED®

WATER SERVICE REPAIR AND UNDERGROUND ELECTRIC SERVICE REPAIR COVERAGE

Terms & Conditions Agreement



Please sign this agreement and return to RPU to enroll for coverage.

Rochester Public Utilities (RPU) will provide **SERVICE ASSURED® WATER SERVICE REPAIR COVERAGE** (Coverage) and **SERVICE ASSURED® UNDERGROUND ELECTRIC SERVICE REPAIR COVERAGE** (Coverage) to the customer (you) under the following terms:

AVAILABILITY

WATER: Coverage is available to RPU residential water customers living in single-family homes, single-owner duplexes, and some townhome associations, individual twinhomes, and triplexes where each has its own service line.

ELECTRIC: Coverage is available to RPU residential electric customers living in single-family homes, single-owner duplexes, and some townhome associations, individual twinhomes, and triplexes that have underground electric service installed or updated after January 1, 1981.

For both services, availability excludes mobile homes, apartments, and condominiums. Coverage may not be applicable to all single-family homes and single-owner duplexes. In rare instances of atypical service configurations, Coverage is not available. Pre-existing conditions (e.g. leaks, improper installation, etc.) render you ineligible for Coverage. You may repair the condition, at your cost, and then become eligible.

COVERAGE

Call RPU for any claims or repairs. RPU will call a contractor if needed!

WATER: A diagram of the typical residential water service is shown on the back. In the absence of Coverage, you are responsible for all service line repairs from the **1 Corporation Stop** to the **4 Angle Stop**. RPU owns the **5 Meter** and the **6 Meter Tails**, so they are and will continue to be repaired by RPU at no cost to you. You own the **7 Full Flow Gate Valve** and are responsible for repair costs to it. With Coverage, RPU will make all repairs from the **1 Corporation Stop** to the **6 Meter Tails**, and will perform landscaping restoration work up to your property line (this includes the street, public sidewalk, curb, boulevard, and the driveway approach). You are responsible for the landscaping restoration work from your property line to your home. RPU's landscaping restoration work on your property is limited to backfilling the trench. Driveways and private sidewalks are not covered. RPU is not responsible for incidental or consequential damage resulting from a service line break. Check with your homeowner's insurance for this type of coverage.

ELECTRIC: A diagram of the typical residential electric service is shown on the back. In the absence of Coverage, you are responsible for all repair costs resulting from service line failures. With Coverage, RPU will make all repairs between the **1 Transformer or the Secondary Pedestal** to the **4 Electric Meter Socket** as identified. In all events, the customer retains responsibility for failures of the conductors between the meter socket and the main panel inside the home (problems associated with the meter socket are not covered). RPU is responsible for the landscaping restoration work up to your property line (this includes the street, public sidewalk, curb, boulevard, and the drive-

way approach). You are responsible for the landscaping restoration work from your property line to your home. RPU's landscaping restoration work on your property is limited to backfilling the trench. Driveways and private sidewalks are not covered. RPU is not responsible for incidental or consequential damage resulting from a service line break. Check with your homeowner's insurance for this type of coverage.

MONTHLY FEE

A monthly fee of \$2.99 plus sales tax is included on your bill and collected with your other utility charges, due and payable upon presentation. Failure to pay by the due date may be cause for RPU to drop you from the program. RPU reserves the right to modify this price and any such modification will be indicated on your utility bill.

TERMS

This Agreement is effective on the date it is received by RPU and covers all repair costs of service line failures (and/or freeze-ups in the case of water service lines) occurring after this date. It does not cover homeowner, landlord, or renter negligence or malicious intent to damage the service. This Agreement is subject to all terms contained herein and will continue month-to-month until either you or RPU cancels this Agreement by notifying the other party in writing. There is no cancellation charge. Cancellation of this Agreement shall be without prejudice to the rights or remedies of either you or RPU under this Agreement.

RPU'S RIGHT OF INSPECTION

RPU reserves the right to inspect your water service should you inform RPU that a problem or damage has occurred. Your premises shall be made available to RPU for such an inspection.

CUSTOMER'S RESPONSIBILITIES

You shall cooperate with RPU and provide all information requested.

DEFAULT

RPU may cancel this Agreement immediately if you violate any provision of this Agreement. RPU is entitled to recover its costs and expenses, including reasonable attorney's fees, if legal action is necessary. RPU reserves the right to refuse Coverage to any customer for any non-discriminatory reason.

MISCELLANEOUS

The laws of the State of Minnesota shall govern this Agreement. This Agreement is the final expression and a complete and exclusive statement of the terms of the Agreement, superseding all prior Agreements and understandings, whether written or oral. No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right. If any provision of this Agreement is invalid, such provision shall be omitted, but the remaining provisions of this Agreement shall be given full force and effect.

DISCLAIMERS

This program does NOT cover service replacements within the street right-of-way done in conjunction with street repair/replacement projects.

Customer Name: _____

Daytime Phone: (_____) _____ ☐ Work ☐ Mobile ☐ Home

Service Address: _____ RPU Contract Account Number: _____

Customer Signature: _____ Date: _____

RPU Representative: _____ Date: _____

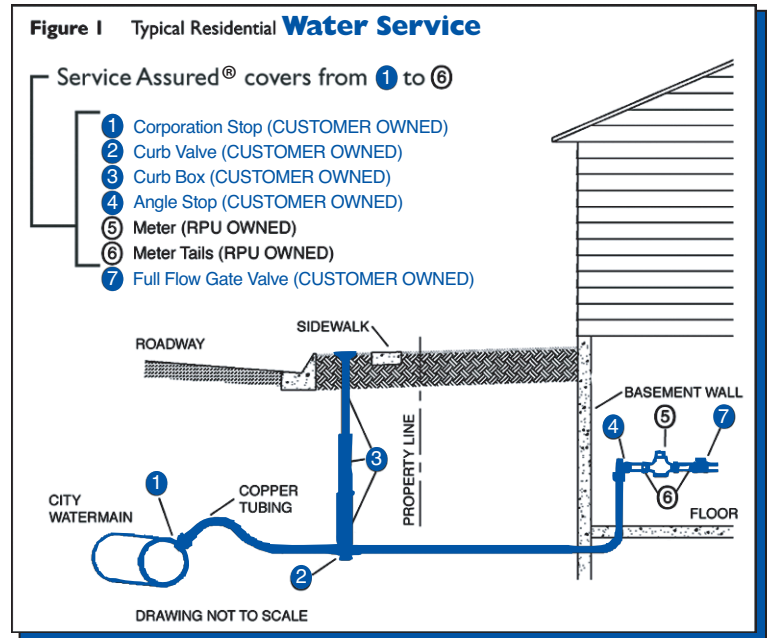
TYPICAL RESIDENTIAL WATER SERVICE

IN THE ABSENCE OF COVERAGE:

You are responsible for all service line repairs from the **1 Corporation Stop** to the **4 Angle Stop**. RPU owns the **5 Meter** and the **6 Meter Tails**, so they are and will continue to be repaired by RPU at no cost to you. You own the **7 Full Flow Gate Valve** and are responsible for repair costs to it.

WITH COVERAGE:

RPU will make all repairs from the **1 Corporation Stop** to the **6 Meter Tails**, and will perform landscaping restoration work up to your property line (this includes the street, public sidewalk, curb, boulevard, and the driveway approach). You are responsible for the landscaping restoration work from your property line to your home. RPU's landscaping restoration work on your property is limited to backfilling the trench. Driveways and private sidewalks are not covered. RPU is not responsible for incidental or consequential damage resulting from a service line break. Check with your homeowner's insurance for this type of coverage.



TYPICAL RESIDENTIAL UNDERGROUND ELECTRIC SERVICE

IN THE ABSENCE OF COVERAGE:

You are responsible for all repair costs resulting from service line failures.

WITH COVERAGE:

RPU will make all repairs between the **1 Transformer or the Secondary Pedestal** to the **4 Electric Meter Socket** as identified. In all events, the customer retains responsibility for failures of the conductors between the meter socket and the main panel inside the home (problems associated with the meter socket are not covered). RPU is responsible for the landscaping restoration work up to your property line (this includes the street, public sidewalk, curb, boulevard, and the driveway approach). You are responsible for the landscaping restoration work from your property line to your home. RPU's landscaping restoration work on your property is limited to backfilling the trench. Driveways and private sidewalks are not covered. RPU is not responsible for incidental or consequential damage resulting from a service line break. Check with your homeowner's insurance for this type of coverage.

