



SERVICE ASSURED®

UNDERGROUND UTILITY REPAIR COVERAGE

Terms & Conditions Agreement



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

RPU • 4000 East River Road NE • Rochester, MN 55906-2813 • 507-280-1500 • www.rpu.org

ROCHESTER PUBLIC UTILITIES (RPU) will provide **SERVICE ASSURED® WATER SERVICE REPAIR** and/or **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.

[Excludes individual townhomes, 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

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 **5 Angle Stop**. RPU owns the **6 Meter** and the **7 Meter Tail**, so they are and will continue to be repaired by RPU at no cost to you. You own the **8 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 **7 Meter Tail**, 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 all restoration work including landscaping from your property line to your home. RPU's 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 underground 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 driveway approach). You are responsible for all restoration work including landscaping from your property line to your home. RPU's 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 **\$1.99 for WATER SERVICE REPAIR**, **\$1.99 for UNDERGROUND ELECTRIC SERVICE REPAIR**, or **\$2.99 for BOTH SERVICES**, 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 these prices 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 of water service lines) after this date. If your water service line freezes, this Agreement will cover the cost of ONE THAW per winter season (see *CUSTOMER RESPONSIBILITIES*). It does not cover homeowner, landlord, or renter negligence or malicious intent to damage the service. This Agreement is subject to the terms contained herein and will continue month-to-month until either you or RPU cancels this Agreement by notifying the other party. Notice of cancellation must occur at least 30 days prior to the end of the last month of Coverage. 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. Customers who cancel this coverage will be required to wait one year before re-enrolling.

RPU'S RIGHT OF INSPECTION

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

CUSTOMER RESPONSIBILITIES

YOU MUST CALL RPU FOR ANY CLAIMS OR REPAIRS. RPU WILL CALL A CONTRACTOR, IF NEEDED. You shall cooperate with RPU and provide all information requested. If a claim is submitted and your account is past due, your balance must be paid in full before the claim can be processed. During the winter freeze season, it is your responsibility to follow RPU's directive to prevent water service line freeze-ups.

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. RPU reserves the right to make changes to this Coverage at any time. Check our website for the most recent Terms & Conditions Agreement. During periods of catastrophic or numerous failures, claims and repairs will be processed as soon as resources are available.

CUSTOMER INFORMATION (please print)

Please enroll me in the following Service Assured® Repair Coverage(s):

(A pre-inspection of your water and/or electric service may be required before enrollment can be completed.)

RPU Account Number: _____

WATER SERVICE UNDERGROUND ELECTRIC SERVICE BOTH SERVICES

Last Name (As It Appears On Your Account): _____

First Name (As It Appears On Your Account): _____

Service Address: _____

Mailing Address (If Different Than The Service Address) _____

City: _____ State: _____ Zip: _____

Contact Phone Number: _____ Phone Type: Home Cell Other: _____

Email Address: _____

Customer Signature: _____ Date: _____

(By typing my first and last names into the signature box above, I certify that I am signing this contract.)

TYPICAL RESIDENTIAL WATER SERVICE

IN THE ABSENCE OF COVERAGE:

You are responsible for all service line repairs from the **1 Corporation Stop** to the **5 Angle Stop**. RPU owns the **6 Meter** and **7 Meter Tail**, so they are and will continue to be repaired by RPU at no cost to you. You own the **8 Full Flow Gate Valve** and are responsible for repair costs to it.

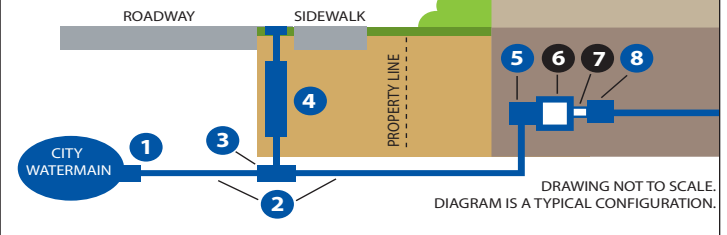
WITH COVERAGE:

RPU will make all repairs from the **1 Corporation Stop** to the **7 Meter Tail**, 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 all restoration work including landscaping from your property line to your home. RPU's 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.

FIGURE 1 Water Service

SERVICE ASSURED® covers from 1 to 7

- 1 Corporation Stop (CUSTOMER OWNED)**
- 2 Service Line (CUSTOMER OWNED)**
- 3 Curb Valve (CUSTOMER OWNED)**
- 4 Curb Box (CUSTOMER OWNED)**
- 5 Angle Stop (CUSTOMER OWNED)**
- 6 Meter (RPU OWNED)**
- 7 Meter Tail (RPU OWNED)**
- 8 Full Flow Gate Valve (CUSTOMER OWNED)**



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 all restoration work including landscaping from your property line to your home. RPU's 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.

FIGURE 2 Underground Electric Service

SERVICE ASSURED® covers from 1 to 4

- 1 Transformer or Secondary Pedestal (RPU OWNED)**
- 2 Service Line (CUSTOMER OWNED)**
- 3 Meter (RPU OWNED)**
- 4 Meter Socket (CUSTOMER OWNED)**

