



SERVICE ASSURED® WATER SERVICE REPAIR COVERAGE

Terms & Conditions



ROCHESTER PUBLIC UTILITIES (RPU) will provide SERVICE ASSURED® WATER SERVICE REPAIR COVERAGE (Coverage) to the CUSTOMER (you) under the following terms:

AVAILABILITY

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.

(Some exclusions where Coverage is not available include mobile homes, apartments, condominiums, and atypical service configurations. Individual townhomes are not eligible for Coverage due to common property that is owned by the association. Contact us to see if your association is eligible for Coverage. Pre-existing conditions (e.g. leaks, improper installation, atypical service configurations, etc.) render you ineligible for Coverage until the condition(s) are repaired, at your cost.)

COVERAGE

A diagram of the typical residential water service is shown on the back. If you choose to opt out 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.

COSTS

A fee of \$1.99 will appear as a separate line item on your monthly RPU bill and will be collected with your other utility charges. If you choose to enroll in Service Assured® Underground Electric Repair Coverage, your cost will be \$3.00 for both. Pricing subject to change; see RPU's Rate Schedule for current costs. Failure to pay by the due date may be cause for RPU to remove you from the program, and therefore any repair costs will be your responsibility. RPU reserves the right to modify these prices and any such modification will be indicated on your utility bill. There is no deductible with this Coverage. For rental properties, Coverage is billed to and paid for by the owner, not the tenant.

TERMS

This Coverage includes repair costs of service line failures (and/or freeze-ups of water service lines). If your water service line freezes, this Coverage 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 Coverage is subject to the Terms & Conditions contained herein and will continue until either you opt out or RPU removes you from the program for non-payment. (Visit our website at www.rpu.org to download an opt-out form.) There is no opt-out charge. Cancellation of this Coverage shall be without prejudice to the rights or remedies of either you or RPU under this Coverage. If you choose to opt-out of Coverage, you will not be allowed to re-enroll for 12 months from your opt-out date. After 12 months, if you want to re-enroll, a pre-approval inspection performed by RPU is required. Pre-existing conditions found in this inspection (e.g. leaks, improper installation, atypical service configurations, etc.) render you ineligible for re-enrollment until the condition(s) are repaired, at your cost.

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 REPAIRS. RPU WILL CALL A CONTRACTOR, IF NEEDED. You shall cooperate with RPU and provide all information requested. If a repair request is submitted and your account is past due, your balance must be paid in full before the request 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 Coverage immediately if you violate any provision of these Terms & Conditions. 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 Coverage. This Coverage is the final expression and a complete and exclusive statement of the terms of the Coverage, superseding all prior Coverages and understandings, whether written or oral. No delay or omission by either party in exercising any right under this Coverage shall operate as a waiver of that or any other right. If any provision of this Coverage is invalid, such provision shall be omitted, but the remaining provisions of this Coverage 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. During periods of catastrophic or numerous failures, repairs will be processed as soon as resources are available.

TYPICAL RESIDENTIAL WATER SERVICE

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.

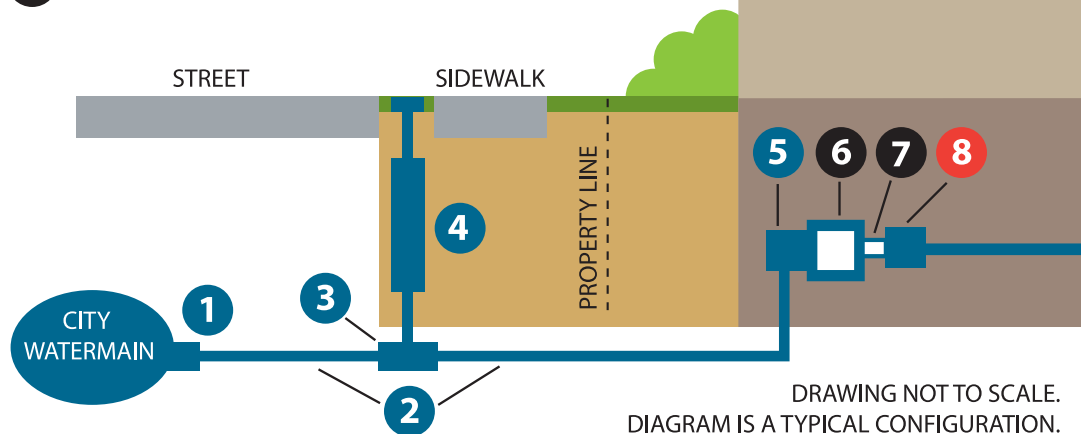
IF YOU CHOOSE TO OPT OUT OF COVERAGE:

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.

To opt out, visit our website at www.rpu.org.

SERVICE ASSURED® WATER SERVICE REPAIR COVERAGE 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. Not covered by Service Assured® Water.)