



River Ridge Association, Inc. Sewer Service Agreement

The undersigned (the "Member") agrees to purchase sanitary sewer service from River Ridge Association, Inc. (the "Association") at Lot# _____ with Physical Address _____ upon the following terms and conditions:

1. **Service:** The Association agrees to use reasonable diligence to provide sanitary sewer service to a point of delivery designated at Member's Lot service location (Property Line). The sanitary sewer service hence forth called a (sewer lateral) contracted for herein is to be provided and taken in accordance with this Agreement and the River Ridge Sanitary Sewer Policy. The lateral, if connected in the street, common property, right of way, or any other property belonging to the Association shall be connected by River Ridge. Members installing their own lateral not on any River Ridge or common properties shall be required to get a River Ridge permit and all work is to be installed and inspected according to River Ridge Maintenance. The sanitary sewer service contracted for herein is to be provided and taken in accordance with this Agreement and the Association's Rules, By-laws and Protective Covenants and Agreements.
2. **Payment:** Member agrees to purchase and pay for sanitary sewer service in accordance with the Association's rules, regulations, and this Agreement. Periodically, Association will render to Member an invoice for the balance owed which will include a statement of services rendered (on bimonthly statement). The Member agrees to pay the total amount shown on such statement within fifteen (15) days from its date. A payment plan may be set up by completing the Utility Service Payment Plan (Form A-019) at the Association Office. All payments shall be made to the Association by mail, phone call or hand-delivered at its office at 24 Otter Drive, PO Box40, Bracey, VA 23919.
3. **Term:** This Sewer Service Agreement shall continue in force for the entire term and period from the date the service is made available by the Association to the Member until cancelled on written notice given by the Member or terminated by the Association.
4. **Breach:** Upon failure to make payment or perform any obligation under this Agreement, the Association shall have the right to discontinue service as well as to impose such remedies as may be provided by law, including enforcing the remedies for past due assessments that are set forth in that certain Assessment Collections Policies and Procedures resolution adopted by the Board of Directors on May 6, 2023 as amended. . The Association's liability is limited as provided in this Agreement.
5. **Access to Members Property:** Member allows Association full access to Member's property in order to perform under this Agreement. The Member shall not install a lock or any other device that impedes access to the Lot. River Ridge must always have clear access to the clean out at the property line for inspection of the sanitary sewer. If a gate now or at any time is installed on the property impeding access to the Association's owned equipment, the Association reserves the right to install their own lock on the chain for access and/or if required remove any lock, gate or structure that impedes access to, or maintenance of, Association owned sanitary sewer service equipment of any kind at the expense of the Member.
6. **Member's Installation:** Member warrants that his or her installation (including all piping, fittings, and other related plumbing materials of any kind) shall be constructed, installed and maintained in accordance with the applicable and latest editions of the current building codes as used by Mecklenburg County and River Ridge Maintenance department.
7. **Association Owned and Maintained Equipment and Facilities:** Equipment and facilities owned and maintained by the Association include but are not limited to the following:
 - A. Gravity and force main sanitary lines in roadways, easements, common property and right of ways.
 - B. Bath houses, pumping stations, and sewage treatment plant.

Notice:

Removal of, tampering with or breaking of any sanitary sewer equipment such as a clean out at the property line, bath house fixtures or Association underground piping for any reason, by anyone on the Member's Lot may result in the Association disconnecting Member's sanitary service both immediate and without notice.

- 8. **Member Owned and Maintained Equipment:** Equipment owned and maintained by the Member shall include but may not be limited to the following:
 - A. Piping, fittings, and cleanouts from the property line cleanout up to the camper.
- 8. **Disconnection of Sewer Service by the Association:** Service may be disconnected after written notice has been given and reasonable time to comply has been allowed for noncompliance with the Rules of the Association, The Bylaws of the Association, the Service Agreement with the Association, or any applicable Federal, State or other local laws, regulations or codes, including, but not limited to, nonpayment and refusal of access to the Association's clean out at the property line.

The Association may disconnect service both immediate and **without notice** for the following reasons:

- A. Introduction of foreign materials into the sewer system not designed to be in it (i.e. paint, gas, varnish, and oils. This is not an all-inclusive list).
 - B. Discovery of sanitary connection determined by the Association to be an illegal connection.
 - C. For repairs, emergency operations, unavoidable blockages in the main lines, pumping station repairs, or interruptions in the Association's collection source.
- 9. **Waiver of default:** Any delay or omission on the part of the Association, to exercise its right to discontinue service, or the acceptance of a part of any amount due, shall not be deemed a waiver by the Association of such right if a Member continue to be or again become non-compliant with the Service Agreement.
 - 10. **Miss Utility of Virginia:** Virginia Law requires you to call Miss Utility of Virginia at 811 72 hours in advance before you excavate. All underground utility companies must respond and mark their utilities within the 72-hour time frame. River Ridge is a member of Miss Utility and will mark their utilities as required.
 - 11. **Negligence:** If you as a property owner or your agent or contractor are negligent as determined by the Association's Board of Directors in your excavation and cause River Ridge Maintenance to be called to your property for damages to River Ridge property, you will be invoiced for all labor and material to correct the damage. There will be no exceptions.
 - 12. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties and supersedes all prior arrangements between Member and Association for the service herein described. Member agrees and acknowledges that the Association, its agents, and employees, have made no representation, promises, or any inducements, written or verbal, which are not contained herein. In the event that either party initiates legal action to interpret or enforce this Agreement, such action shall be filed in Mecklenburg County, Virginia with the prevailing party entitled to recover their reasonable costs and attorney's fees.

My signature below as a Member is acknowledgment that I have read; I understand and agree to abide by all provisions of this Agreement.

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| Signed: Member | Print: Member | Date |
|-------------------------|------------------------|------|

911 Address/Lot number: _____

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|--|-------|------|
| Signed: River Ridge Association | Title | Date |
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THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE COMMONWEALTH OF VIRGINIA.