



River Ridge Association, Inc. Electric Service Agreement

The undersigned (the "Member") agrees to purchase electric 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 electric utility service to a point of delivery designated at Member's Lot service location (power Pedestal). The electric service contracted for herein is to be provided and taken in accordance with this Agreement and the Association's Rules, Bylaws and Protective Covenants and Agreements. Electrical Service to any one Member's lot shall be no larger than the designed demand load, and/or shall not exceed a maximum of 50 amperes at 120/240 volt, 1 phase, 3 wire service.
2. **Payment:** Member agrees to purchase and pay for electric 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. 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 Box 40, Bracey, VA 23919.
3. **Term:** This Electric 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 device that impedes access to the Lot on any Association owned equipment, for any purpose. 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 electric service equipment of any kind at the expense of the Member.
6. **Member's Installation:** Member warrants that his or her installation (including all conductors, switches, disconnects, over-current devices, equipment, wiring and protective devices of any kind) is or shall be constructed, installed and maintained in accordance with the applicable and latest editions of the National Electric Code (NEC), National Electric Safety Codes and shall comply with all applicable federal, state, county and local codes, laws, regulations and ordinances. Member shall understand and acknowledge that electrical power conducted through the Association's facilities and equipment may be dangerous and agrees that Member shall not permit any person, for any reason, on Member's Lot to contact, come in

close proximity to, or in any way enter or tamper with Association's facilities and equipment including Power Pedestal and metering devices. There is no exception to this provision of the Agreement.

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. Electrical Secondary Distribution System Components in their entirety as described below.
 - B. Underground wiring, cables, and conduits from power company transformer to Association's Main Distribution Panel boards.
 - C. Main Distribution Boards and Circuit Breakers.
 - D. Underground secondary wiring, cables, and conduits from Main Distribution Panel Boards to Power Pedestals located on easement on Member's Lot and/or common area property.
 - E. Power Pedestals and metering devices located on easement on Member's Lot and/or common area property.
 - F. Equipment seals, pad lock seals and or locks or seals of any kind installed on metering devices, equipment, power pedestals and service equipment.

Notice: Removal of, tampering with or breaking of any equipment seal, for any reason, by anyone on the Member's Lot and/or tampering or entering Association's equipment may result in the Association disconnecting Member's Electric 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. Wiring and all equipment connected downstream of the load side of the over-current device provided by the Association on the power pedestals and/or the point of connection located at the exterior of the power pedestal designated for the Member's use and provided by the Association.
 - B. All wiring, equipment and protective devices not considered part of Associations property and/or located on Member's Lot and which serves Member's Lot exclusively downstream of the load side connection described above.

NOTE: Power cord from RVs to the power pedestal must be **one continuous cord - NO extension cords.** The 120 GFI receptacle in the power pedestal shall remain energized for **temporary purposes only** (weed eaters, leaf blowers, battery charges, etc.).

Notice:

Member shall not permit any person, for any reason, to enter, remove covers, to tamper with, to contact or deface, to come in close proximity to, to disturb or to impede access to **Power Pedestals** and metering devices. Doing so may result in the immediate disconnection of Member's electrical service **without notice** by the Association.

9. **Disconnection of Electrical 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 meters, power pedestals or any other common area facilities on the Lot.

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

- A. Discovery of meter or load management equipment tampering or diversion of current.
- B. Use of power for unlawful or fraudulent use.
- C. By order of public or local authority having jurisdiction.
- D. Discovery of an electrical condition determined by the Association, and/or the local authority having jurisdiction, to be potentially dangerous and eminently hazardous to life or property of the Association, Members of the Association, or the public.

- E. For repairs, emergency operations, unavoidable shortages, or interruptions in the Association's supply source.
 - F. Introduction of foreign electricity on the Lot without prior written consent.
 - G. For breaking, tampering with, or removal of meter, pedestal or equipment seals and/or entering and/or removing covers or face plates from said common area equipment for any reason.
10. **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 continues to be or again becomes non-compliant with the Service Agreement.
11. **Meter/Equipment Tampering, Current Diversion or Unauthorized Reconnection:** The Association may pursue any criminal or civil complaint procedure available under the law and may prosecute to the full extent of the law for said complaint or infraction.

Before reconnection of any service disconnected for meter or equipment tampering, current diversion, or unauthorized reconnection of service, the Member shall comply with the following conditions:

- A. Pay for all damage to Association equipment resulting from the tampering and/or damage of such equipment.
- B. Pay an amount estimated to be sufficient to cover service used or service received.
- C. Pay the Reconnection Service Charge, if applicable.
- D. Pay any required deposits, fines and/or penalties imposed by the Association.
- E. Make any and all changes in wiring or equipment which, in the opinion of the Association, may be necessary for the protection of the Association.
- F. The conditions causing the disconnection are corrected.
- G. The Member has agreed to comply with reasonable requirements to protect the Association against further infractions.
- H. When the service has been disconnected for non-payment of a bill, meter/equipment tampering, unauthorized or illegal use of power, the Association will have the right to refuse service to the same Member or to any other applicant who is a member of the Member's household until the infraction is corrected, credit is corrected, credit is reestablished by the Member and all applicable accounts have been paid.

The following acts shall be considered as Meter/Equipment Tampering, Current Diversion or Unauthorized Reconnection of Service:

- A. Breaking or tampering with equipment seals on metering and/or distribution equipment.
- B. Entering or removing covers, face plates or devices on metering and/or distribution equipment.
- C. Bypassing meter.
- D. Bypassing neutral.
- E. Inter-changing incoming and outgoing leads, pushing the glass of the meter to arrest movement of the rotating mechanism.
- F. Inter-changing phase and neutral and providing a local earth to act as neutral.
- G. Inserting film, magnets, or similar materials to stop rotation of meters.
- H. Drilling holes on the meter and inserting an object to arrest movement of the disc.
- I. Breaking seals and tampering with the recording mechanism, resetting the reading, etc.
- J. Causing damage to the recording system by subjecting the meter to mechanical shock.
- K. Tapping off from the service main before the meter.
- L. Tilting of meters.
- M. Installing meter improperly or reversing meter to run and read backwards.
- N. Reversing connections.
- O. Breaking of CT lead wires.
- P. Tapping off from the incoming lead wires.
- Q. Damaging the pressure coil by short circuiting.

