

Mahogany Run Condominium Association Generator Guidelines

The guidelines below do not apply to portable generators except for the proper storage of fuel. Before you decide to purchase and install a generator for your unit, you are encouraged to involve the other residents in your building and try to share the cost of a generator of sufficient capacity to cover the entire building. This will reduce the number of generators on the property, thereby reducing the noise associated with such units. MRCA reserves the right to limit the size of the generator installed. If a 3-unit building is going to share the expense and utilize the generator, a 30 KW would be sufficient. For a two-unit building sharing, a 20 KW would be ample, and a single unit could definitely survive on a 10 KW generator. The key point is to remember **GENERATORS ARE FOR EMERGENCY PURPOSES ONLY! Hours of operation: 6:00AM to 10:00PM, 7 days a week.**

The following guidelines will prevent the illegal installation of generators, protect the environment and benefit the community as a whole. All expenses related to the generator installation must and will be borne by the owner.

- Property Manager and Chief of Maintenance must approve the location where the unit is to be installed and submit the application to the Architectural Committee for final approval. Not all buildings will be able to accommodate a large generator due to the limitations of the building design.
- The generator should be located under the building, if possible, but in a location not directly beneath the sleeping areas of the lower unit.
- The generator and fuel tank should be installed on a foundation of sufficient mass to allow for proper structural stability and dynamic isolation. The use of good quality vibration isolators is strongly recommended.
- Excavating for the foundation must not damage the existing building's footings.
- The generator must be installed on a pad with a trough in order to catch any type of fluids that may leak out.
- With the exception of the fuel tank connected to the generator, no storage of fuel or oil will be permitted underneath the building unless it is stored in an enclosure approved by the Property Manager. The fuel tank **MUST BE DOUBLE-WALLED STAINLESS STEEL, or the tank must be placed inside of a suitable containment with at least 25% greater fuel holding capacity than the fuel tank itself.**
- Generator cannot impede access to equipment located underneath the building, such as water pump, water meter, meter base, gas cylinders, etc.

- Generator **MUST** be equipped with a silencing muffler and a sound attenuating enclosure. The muffler should be of hospital grade in order not to create a nuisance for other inhabitants in adjacent units. The exhaust has to be vented properly in order not to create a health hazard (odor and CO poisoning). The Architectural Committee has determined that the exhaust **MUST** be routed above the roofline three feet in a case by case basis as to which direction the exhaust should go.
- A licensed electrician should perform the electrical work. The Generator must be properly grounded.
- Any item displaced to facilitate the installation of the generator must be returned to its original location unless permission to do otherwise is given by the Chief of Maintenance or the Property Manager.
- Owner(s) of generator will have to comply with all local and federal laws pertaining to the operation of generator, including the Clean Air Act.
- MRCA will not be responsible for the collection of and disposition of any used oil or fuel. Nor will MRCA be responsible for any fuel spillage or other environmental problems caused by the generator. This includes clean-up and corrective action. MRCA is not responsible for the removal of the generator. The owner, and subsequent owners are entirely responsible for the maintenance, removal, etc. and any environmental issues caused by the generator.
- During the installation process, installer must keep in touch with the Chief of Maintenance and review progress with him.
- Installation must comply with all appropriate NEC, IBC and other current and applicable codes as well as WAPA regulations.
- For the consideration of your neighbors' hours of operation are: 6:00 AM to 10:00 PM.
- Any damage caused to MRCA's property such as the water pump due to an overload of the generator, will be the responsibility of the owner.
- MRCA reserves the right to prohibit the direct hook-up of an automatic transfer switch to the electric meter due to WAPA's unpredictability of service (i.e. during the middle of the night when the power goes off for 30 minutes or an hour, do not want to expose neighbors to the noise of the generator). **GENERATORS ARE FOR EMERGENCY PURPOSES ONLY.** You must have remote transfer switch/kill switch in your unit or a timer on your generator in order for an automatic transfer switch to be approved.
- Approval will also require that the attached agreement is signed by the owner.

GENERATOR INSTALLATION AGREEMENT (cont.)

This Generator Installation Agreement is made by and between Mahogany Run Condominium Association, Inc. (MRCA) and _____, (Print Name), owner(s) of Mahogany Run Condominium Building/Unit No. _____.

PLEASE READ THIS AGREEMENT CAREFULLY. IT HAS IMPORTANT LEGAL CONSEQUENCES FOR YOU.

MRCA and Owner, intending to be legally bound, agree as follows:

- 1) Owner wishes to install a stand-by generator to provide electric power to if WAPA is unable to provide service. MRCA wishes to grant permission for the installation and operation of the generator under the following terms and conditions.
- 2) The purpose of this Agreement is to place sole and complete responsibility for the ownership, installation, use, maintenance, operation, replacement, and removal of the generator upon Owner. The responsibility placed upon Owner by this Agreement is intended to be broad and to include all matters directly or indirectly related to the generator in any way.
- 3) By signing this Agreement, Owner agrees to be liable to MRCA, other owners, employees, and all other persons or entities who suffer personal injury or property damage related in any way to the ownership, installation, use, maintenance, operation, replacement, and removal of the generator.
- 4) By signing this Agreement, Owner agrees to defend, indemnify, and hold harmless MRCA, its employees, managers, directors, officers, and agents from any and all claims, lawsuits, and demands (including personal injury and property damage) arising from or related in any way to the ownership, installation, use, maintenance, operation, replacement, and removal of the generator.
- 5) Owner agrees that if, in the independent judgment of MRCA and its managers and staff, Owner fails to properly operate and safely maintain the generator that MRCA may take any and all actions necessary to protect persons and property from the Owner's failure. Such action may include, without limitation, repair or removal of the generator and its supporting equipment. In the event of such action by MRCA, Owner agrees to reimburse MRCA for the reasonable costs of such action by MRCA.

GENERATOR INSTALLATION AGREEMENT (cont.)

6) Owner agrees that if, in the independent judgment of MRCA and its managers and staff, Owner abandons the generator MRCA may remove the generator and dispose of it as MRCA sees fit. For purposes of this Agreement, "abandon" means failure to maintain the generator in fully operational state for a period exceeding six (6) months **or** failure to respond within forty-five (45) days to a written demand to repair, replace, or remove the generator.

7) This Agreement shall bind Owner's heirs, successors, and assigns. Owner specifically agrees and promises to notify his/her heirs, successors, and assigns of their obligations under this Agreement. Owner understands and agrees that no "clearance letter" will be issued by MRCA prior to conveyance of the Unit unless the buyer or transferee acknowledges in writing that he/she has been advised of his/her obligations under this Agreement.

8) Owner understands and agrees that MRCA will grant permission for installation and operation of the generator only if Owner has fully complied with all of the prerequisites and requisites established by MRCA and its management and staff.

9) Owner shall be responsible, without limitation, for all the costs and expenses of purchase, installation, use, maintenance, operation, replacement, and removal of the generator.

10) Owner agrees to promptly comply with all local and federal laws and regulations applicable to the installation, use, maintenance, operation, replacement, and removal of the generator.

11) Owner acknowledges that he/she must give special attention to potential hazards posed by fuel discharge, fire, and electrical connections associated with the generator.

12) Owner has secured agreement in writing by the neighbors to allow the installation of the generator.

(Owner Signature) **(Date)**

(Unit #) **(Generator Model, Make and Size)**

GENERATOR INSTALLATION AGREEMENT (cont.)

* I, _____ Owner of the above-mentioned property request Authorization for installation of _____ (Generator) at the above-mentioned unit number.

* The work will be performed by _____ who is a licensed & insured, contractor name /company name.

(Please attach certificates)

MANAGEMENT/ ASSOCIATION INFORMATION

Property name: Mahogany Run Condo Association

Reviewed by: _____

Required documents presented Yes No

Approved: _____

Not Approved: _____

*Signature: _____

* Date: _____

*Title: _____