

## **Pineapple Village Condominium Association Generator Guidelines**

The guidelines below do not apply to portable generators, provided they are not hooked into the Unit or any portion thereof, except for the proper storage of fuel. PVCA reserves the right to limit the size of the generator installed. Only one generator per Unit, or any portion thereof, is allowed. The key point is to remember **GENERATORS ARE FOR EMERGENCY PURPOSES ONLY! Hours of operation: 6:00 AM to 10:00 PM, 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.

- The Board of Directors and/or its Designee must approve the location where the generator is to be installed.
- 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 and the gas tank for the kitchen of the Unit, no storage of fuel or oil will be permitted on the Pineapple Village property. 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.**
- The 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 Board has determined that the exhaust **MUST** be routed three feet above the roofline 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.
- Owner(s) of the generator will have to comply with all local and federal laws pertaining to the operation of the generator, including the Clean Air Act.
- PVCA will not be responsible for the collection of and disposition of any used oil or fuel. Nor will PVCA be responsible for any fuel spillage or other environmental problems caused by the generator. This includes clean-up and corrective action. PVCA 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, the installer must keep in touch with the Board or its Designee and review progress with them. Installation must comply with all appropriate NEC, IBC and other current and applicable codes as well as WAPA regulations.

## Generator Guidelines

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- For the consideration of your neighbors, hours of operation are: 6:00 AM to 10:00 PM.
- Any damage caused to PVCA's property, due to an overload of the generator, will be the responsibility of the owner.
- PVCA 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, you 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. In the event an owner installs a generator without having first signed the attached Agreement, then the owner will be fined \$1,000.

## GENERATOR INSTALLATION AGREEMENT

This Generator Installation Agreement is made by and between Pineapple Village Condominium Association (PVCA) and

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(Print Name)

Owner(s) of the Unit known as Apartment No. \_\_\_\_\_, located in Building \_\_\_\_\_ (a/k/a 3\_\_\_\_\_/3\_\_\_\_\_/3\_\_\_\_\_/3\_\_\_\_\_) (hereinafter called the "Unit"), in the buildings known as Pineapple Village Condominiums at the property known as Parcel No. 49-1 Estate Frydendal, No. 4 East End Quarter, St. Thomas, Virgin Islands (Unit)

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

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

- 1) Owner wishes to install a stand-by generator to provide electric power to the Unit if WAPA is unable to provide service. PVCA 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, including tenants and guests. This applies to existing generators and future generators.
- 3) By signing this Agreement, Owner agrees to be liable to PVCA, 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 PVCA, 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 PVCA and its managers and staff, Owner fails to properly operate and safely maintain the generator that PVCA 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 PVCA, Owner agrees to reimburse PVCA for the reasonable costs of such action by PVCA.

6) Owner agrees that if, in the independent judgment of PVCA and its managers and staff, Owner abandons the generator PVCA may remove the generator and dispose of it as PVCA sees fit. For purposes of this Agreement, "abandon" means failure to maintain the generator

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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 PVCA prior to conveyance of the Building 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 PVCA 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 PVCA and its management and staff. Owner acknowledges that he/she shall be responsible for a deposit of \$200 to PVCA, which shall remain with PVCA as long as the generator is at the Owner's Unit. The \$200 deposit shall be refunded only upon the Board or its Designee's approval of the complete removal of the generator.

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. The Owner shall provide a key to PVCA to access the generator at any time for a compliance inspection.

12) If Owner needs a variance from this Agreement, an application should be made to the Board or its Designee for consideration, which may or may not be granted.

13) The Owner acknowledges that he/she shall be responsible for a fine of \$100 for each violation of non-compliance to this Agreement by Owner, guest or tenant.

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(Owner Signature)

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(Date)

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(Unit)

(Generator Model, Make and Size)

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(PVCA Representative)

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(Date)