

Agreement for Power Provisioning and Related Services

This agreement between the County of Louisa (“the County”) and the Town of Louisa (“the Town”) (collectively, “the Parties”) sets forth an arrangement for placing a power line from a County building to a proximal location in the Town at which an ornamental clock will be placed.

WHEREAS, the County owns property at 102 West Main Street in the Town, and the Town desires to place an ornamental clock on the sidewalk adjacent to this location; and

WHEREAS, the clock requires electrical power, which is available at the aforementioned address from the County, and which is proposed for these purposes; and

WHEREAS, the Town, at its own expense, proposes to install the clock and connect it to the County’s power available at this address and to reimburse the County for ongoing electrical costs.

NOW, THEREFORE, in consideration of the covenants and arrangements set forth in this Agreement, the Parties agree to the following:

1. Power provisioning. The County will make available a connection to suitable electrical requirements, as agreed to by the Town’s representative and the County’s Director of General Services, on the eastern exterior wall of County’s facility at the aforementioned address.

2. Space on Building. The clock requires support equipment on the eastern exterior wall of the County’s facility at the aforementioned address. The Town will, at its own expense, install its equipment in this location in a space not to exceed 20”H x 20” W x 10” D after approval by the County’s Director of General Services.

3. Location of underground conduit. The Town will, in advance of installation, flag the proposed location of its underground conduit for power and communications equipment between the equipment in Section 2 and the location of the clock itself. After approval by the County, the Town will install conduit at its own expense and shall restore any disturbed County property to its pre-disturbance state.

4. Electrical power billing.

- a. When the clock has been properly installed and connected, the County will meter usage for a period of 90 days. The average daily usage multiplied by the number of days in the year will be billed to the Town annually at the County’s billed rate for electrical service.
- b. The County may periodically re-meter usage.
- c. The billing rate utilized to calculate the Town’s bill is based on the County’s electrical power rate. Therefore, it is subject to change.
- d. The Town must reimburse the County within thirty (30) days of receipt of the bill from the County. If the Town fails to reimburse the County for these costs within thirty (30) days, the County shall, after providing an additional thirty (30) days’

notice, disconnect the associated electrical service and remove and discard any support equipment from the premises.

5. **Clock sounds.** The Town acknowledges that the clock has the capability to emit noises commonly associated with timekeeping devices, and that the clock is located in close proximity to judicial facilities. The Town agrees to adjust associated sound volumes, timing, tones, etc., as directed by the County to ensure no disruption to judicial functions.
6. **Maintenance and Safety.** The Town shall be solely responsible for all maintenance, repair, replacement, and operation of the clock and all associated equipment installed on County property. The Town shall ensure that all equipment remains in safe operating condition and in compliance with applicable codes throughout the term of this Agreement. The Town shall promptly repair or replace any damaged or malfunctioning equipment.
7. **County Access Rights.** The County reserves the right to access, inspect, or temporarily disconnect Town equipment at any time for safety, emergency, or maintenance purposes. The County may remove Town equipment immediately without notice if it poses an imminent safety hazard. The County will provide reasonable notice when practicable, except in emergency situations.
8. **Property Restoration.** Upon installation, modification, or removal of any Town equipment, the Town shall restore all disturbed County property to its original condition or better, as approved by the County's General Services Director. Such restoration shall include, but not be limited to, pavement, landscaping, painting, and any other affected surfaces or improvements.
9. **Default and Remedies.** In addition to the remedies set forth in Section 4(d), if either party materially breaches this Agreement, the non-breaching party may terminate this Agreement by providing thirty (30) days written notice specifying the breach, provided the breaching party fails to cure such breach within the notice period.
10. **Force Majeure.** Neither party shall be liable for delays or failures in performance resulting from acts beyond the reasonable control of such party, including but not limited to acts of God, natural disasters, war, terrorism, labor disputes, or governmental actions.
11. **Termination.** With 60 days' notice, the County or Town may terminate this agreement at any time and for any reason. Should this agreement be terminated, the Town is responsible for the removal of any equipment on County property, and also responsible for any costs associated with provisioning alternative power and support equipment locations.
12. **Governing Law.** This Agreement shall be governed by the laws of the Commonwealth of Virginia. The Parties agree that venue shall be proper in the Circuit Court of Louisa County, Virginia.
13. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and may only be modified in writing signed by both parties.

14. **Assignment.** Neither party may assign this Agreement without the prior written consent of the other.

15. **Severability:** If any provision of this Agreement is held to be unenforceable or invalid, the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

TOWN OF LOUISA, VIRGINIA

NAME

DATE

TITLE

COUNTY OF LOUISA, VIRGINIA

By: _____

Christian Goodwin
County Administrator

Date: _____

APPROVED AS TO FORM:

Patricia Smith
County Attorney

Date: _____