

Berkeley Springs Water Works
Policy on Outside Parties Attaching Equipment to and Around Water Towers
May 2019

This policy should be followed when responding to requests from outside parties to attach their privately owned equipment for their own private use to Berkeley Springs Water Works' (BSWW) water towers and/or to place equipment at the base of any water tower or within the fenced area immediately surrounding a water tower. Outside parties should submit any such requests in writing to the BSWW. Outside parties must agree to the following terms and conditions through a written agreement between the BSWW and that party.

- The BSWW shall not provide any outside party exclusive rights to attach equipment to any BSWW water tower or to place equipment at the base of any water tower, the fenced area surrounding a water tower, or the outer facing part of any BSWW fencing.
- Any written agreements entered into with outside parties to attach equipment to a BSWW water tower for private use or to place equipment at the base of any water tower, the fenced area surrounding a water tower, or the outer facing part of any BSWW fencing should be limited to a period of two years, after which time the agreements must be renegotiated with each newly elected Town Council.
- The requesting outside party shall provide the BSWW with proof of insurance covering its equipment and its employees and contractors assigned to install and maintain equipment attached to any BSWW tower, placed at the base of any tower, the fenced area surrounding a water tower, or the outer facing part of any BSWW fencing. The agreement with the outside party shall contain a clause holding the BSWW harmless for any damage to the outside party's equipment, while attached to a BSWW water tower, placed at the base of the tower, in the fenced area surrounding the water tower, or the outer facing part of any BSWW fencing. BSWW also shall be held harmless for any injuries incurred by the outside party's employees or contractor while attaching equipment to the tower, the base of a tower, anywhere in the fenced area surrounding the tower, or on the outer facing part of any BSWW fencing while maintaining or repairing said equipment.
- The written agreement should reserve the right of BSWW to terminate the agreement at any time with 120 days' written notice, unless some legal obligation requires BSWW to terminate the agreement with less notice.
- The outside party must agree to pay all legal fees associated with the placement of equipment on any BSWW water tower, to place equipment at the base of any water tower, within the fenced area surrounding a water tower, or to the outer facing part of any BSWW fencing. Such fees must be paid by the outside party in full prior to the placement of any equipment.

- Right of ways to and around BSWW water towers are maintained by the BSWW. It is the outside party's responsibility to get its own right of ways approved and to be able to show proof of this to the BSWW.
- The outside party must use only certified climbers when attaching and maintaining equipment to any BSWW water tower. The outside party must provide proof of this certification to the BSWW prior to any climbing on a BSWW water tower.
- Outside parties placing equipment on a BSWW water tower, at the base of a tower, in the fenced area surrounding a tower, or to the outer facing part of any BSWW fencing must pay to the BSWW by the 1st day of each month \$100 cash. An alternative pay schedule can be entered into allowing payments to be made on no more than a bi-monthly or quarterly basis as agreed to by BSWW and the outside party. The monthly charge will cover the cost of electricity used by the outside party's equipment and the cost of BSWW staff being present when the outside party's staff or contractor needs to access the tower or the fenced area surrounding the tower on a 24 hour a day, 7 day a week basis. This may mean an initial installation/setup charge that's higher and then a regular smaller monthly charge. This amount can be renegotiated every 2 years when the agreement comes up for renewal.
- The BSWW must retain full and final approval on what equipment is permitted to be placed on a BSWW water tower, at the base of the tower, in the fenced area surrounding a tower, or attached to the outer facing part of any BSWW fencing.
- An outside party's equipment can be attached to a BSWW water tower only by clamps, magnets, or other method of non-permanent attachment. If equipment is attached to a catwalk on a BSWW water tower, it must be attached in a manner that ensures the catwalk is accessible and free of any obstructions.
- A BSWW employee must be present anytime an outside party's employee or contractor requires access to a BSWW water tower, including equipment at the base of the water tower, or in the fenced area surrounding the tower.
- The BSWW shall retain full responsibility for all maintenance, upkeep, and control of access to the BSWW water towers.
- The BSWW shall confirm that any entity requesting use of the BSWW water tower are current on all fees owed to the BSWW and the Town of Bath and are in good standing regarding any other agreements entered into between BSWW and/or the Town of Bath and the requesting entity.

- The outside party must obtain a surety bond for an amount deemed appropriate by BSWW for each water tower that equipment is placed upon to cover BSWW's costs of removing and disposing of the outside party's equipment should they renege on their contractual agreement with BSWW and fail to remove their equipment from or around a tower in a timely manner consistent with the contract entered into between the parties.