

BRIGGSVILLE WATER DISTRICT



111 River Road Box BWD

Clarksburg, Massachusetts 01247

By-laws of The Briggsville Water District

June 30, 2026

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NAME

As established in its Charter, the name of this body corporate and public and a political subdivision of the state of Massachusetts shall be *Briggsville Water District*.

STATEMENT OF PURPOSE

The Briggsville Water District was established for the purpose of providing adequate water supply to the residents of the District. The water supplied is via the *Red Mills Spring*.

PURPOSE OF BY-LAWS

Briggsville Water District by-laws are created and adopted by the Board of Directors for the day-to-day regulation of its affairs and the conduct of its business and are publicly provided for the purpose of communicating to its customers the set of rules, regulation, and procedures the Board employs in performance of its functions and duties.

It is the intent of the BWD Board of Directors to provide, through the establishment and application of these by-laws, uniform and equitable rules for operation and response to customer needs. However, there are occasions when the by-laws are deemed to be incomplete or the existing language requires modification to improve clarity of intent; thereby requiring periodic amendments. The most recently dated by-laws are those which are currently in use.

No agent or employee of the Briggsville Water District shall have the right or authority to bind it to any promise, agreement or representation contrary to the letter or intent of these by-laws.

APPLICATIONS FOR SERVICE

1. The BWD will not discriminate against any consumer or applicant for water service because of race, color, religion, sex, sexual orientation, gender identity or expression, disability (including physical or mental handicap provided that the applicant or consumer possesses the capacity to enter into legal contract for services), age, national origin, country of ancestral origin or marital status. This non-discriminatory policy will apply to all services provided or applied for, and for all assessments, taxes or fees that the BWD might charge.
2. No agreement or service shall be granted by the BWD to any applicant until all arrears and charges due by the applicant at any premises, now or heretofore occupied by it, shall have been paid in full.
 - a. In the case of new construction, the house will not be connected until a rough plumbing inspection certificate is presented.
3. A copy of the by-laws will be available on the BWD website, and a signature page signifying acknowledgement of the by-laws will be signed by the applicant and returned with the application.
4. Applications for new service connections shall be made in writing to the BWD. The Board will review and accept all applications subject to the availability of an existing, adequate main in a street or right-of-way abutting the premises to be served. Applications which require the extension or upgrading of a water main for service to be provided will be presented to the Board for review and approval. These by-laws in no way obligate the BWD to extend or upgrade its mains in order to provide service to premises under consideration. New service applicant(s) will be responsible for full cost of extending or upgrading mains if required for service provision and approved by the Board.
5. Applications for transfer of service to a new owner or for reinstatement of service shall be made in writing to the BWD. The Board will review and accept all applications for transfer or reinstatement of service.
6. Upon approval of a new application, transfer or request for reinstatement of service, the Board will prepare an estimate and projected start date for the customer.
7. Upon the customer's acceptance of the BWD estimate of installation cost, payments will be made in two installments: fifty percent (50%) upon acceptance of BWD estimate, fifty percent (50%) within 30 days of completion. The customer must also pay a pro-rated service fee for the current service period prior to service connection.
8. When a prospective customer has made application for a new service or has applied for the transfer/reinstatement of an existing service, that service shall comply with the Plumbing Code requirements as set forth by the laws of the State of Massachusetts and BWD standards. The BWD shall not be liable, in any circumstances, for any accidental breaks or leakage arising in any way in connection with the supply of water, or failure to supply same, or the freezing of water pipes or fixtures of the customer.

SERVICE CONNECTIONS

The BWD shall furnish, install, own and maintain all new service connections. The BWD shall furnish and install the following equipment: corporation stop, curb stop, curb box and service pipe to the property line. All pipes shall have a minimum cover to be determined by the BWD Operations Manager and/or Project Engineer. The size pipe will be determined by the BWD Operations Manager and/or Project Engineer.

1. The applicant for service will be assessed a flat fee to cover costs of excavation, backfill, and the removal and replacement of paving, walks, curbs, and similar items, including the hiring of traffic control personnel (if deemed necessary by BWD) and obtaining the street opening permit fees incurred in respect to new services.
2. The BWD shall bear all costs up to the curb stop for replacement of services. This service connection shall be maintained by the BWD and may be upgraded or changed at any time. The BWD shall only bear cost up to the curb stop and not on private property.
3. The control of the water supply to the customer shall be by means of a separate curb stop.
4. The service pipe from the property line to the premises shall be installed at the expense of the customer. For this installation, the customer shall employ a competent plumber or contractor (satisfactory to the BWD) to do the work. The plumber or approved installer shall be responsible to supply records and an "as built" drawing of what was installed to the BWD Operations Manager and/or BWD Project Engineer.
 - a. All new services, materials and methods of construction shall be approved by the BWD Operations Manager and/or Project Engineer. If the service has not been installed in accordance with the BWD's requirements, water service will not be turned on until defects have been remedied. The customer shall maintain the service pipes between the property line and the premises, as well as all piping and fixtures on or in the premises of the customer. A plumbing inspection shall be performed by the Town of Clarksburg and a Certificate of Occupancy must be presented prior to the service being connected.
 - b. Every service must be provided with a workable curb stop located outside the building near the service main, easily accessible and protected from freezing. All piping shall be so arranged as to permit approved drainage whenever necessary.
 - c. The customer shall make all repairs as may be necessary, from time to time, to prevent leaks and damages. The contractor or customer shall give a record of all changes to the BWD Operations Manager.
 - d. All customers having direct pressure hot water tanks must place proper vacuum and relief valves in the pipe system to prevent any damage to such tanks in the event of lack of pressure in the street mains due to shut downs or other reasons. The BWD will not supply water to premises where hot water tanks or other appliances are subjected to direct pressure except at the risk of the owner and occupants. Any such damage resulting from failure to comply with this rule must be borne exclusively by the customer.
5. All service pipes shall be laid as required by law and code.
6. On all future installations or reinstallations of service lines, only one premise will be supplied through one service pipe.

7. Where more than one premise is now supplied through one service pipe, and under the control of one curb stop, any violation of the rules of the BWD by either or any of the customers so supplied, shall be deemed a violation by all. The BWD may take such action as could be taken against a single customer. Use of water is confined to the premises named in the service application. No customer shall supply any person not entitled to the use of water, nor shall the customer use it for any purpose not mentioned in his application. No person not entitled to the use of water shall obtain it from any hydrant, fountain, or other fixture of the BWD without previous consent of the BWD. Violators of this section may incur a fine.

8. The BWD shall in no event be responsible for maintenance of, or for damage done by water escaping from the service pipe or any other pipe and fixtures on the outlet side of a curb stop. The customer shall at all times comply with state and municipal regulations in reference thereto and shall make any change thereon required on account of change of grade, relocation of mains or otherwise. All outside faucets shall be equipped with pressure vacuum breakers, to help prevent possible backflow contamination.

CROSS-CONNECTION CONTROL PLAN

1. Authority - This plan derives its authority from the Federal Safe Drinking Water Act which requires that the water purveyor has the primary responsibility for preventing water from unapproved sources, or any other substances, from entering the public potable water system.

2. Policy - It is the responsibility of the BWD to provide safe potable water. In an effort to maintain the integrity of the system, the BWD shall implement a Cross-Connection Control Program by adopting rules and procedures to control cross-connections using a containment strategy to protect the public water supply from the possibility of contamination by backflow from sources outside the supply system.

3. Responsibilities - The BWD has the responsibility to protect the public health, and if a serious threat to the system exists, water service will be terminated immediately. A serious threat, in this context, means an identified actual or potential threat of contamination to the BWD's distribution system which, in the opinion of BWD, would endanger public health. The BWD shall have a person available who is a certified backflow prevention device surveyor. The BWD will also maintain a list of private contractors who are certified backflow device testers.

a. New or Transferred Residential Installations: The BWD requires a minimum of a dual check valve to be installed (at customer's expense) in all new residential construction.

b. Commercial Installations: The BWD requires all commercial customers to install a backflow device. In order to maintain the proper level of safety for the system, the BWD will conduct an on-site evaluation and/or inspection of plans in order to make the proper determination of the type of backflow preventer required.

c. Pre-Existing Connections: For all existing connections, at its option the BWD may perform surveys and follow-up inspections. For any connection not meeting the minimum standard, a letter will be sent informing the owner of the corrective action needed and the timeframe in which the corrective action must be completed.

Re-inspections will be done to ensure compliance with the corrective action required. If an owner hasn't completed the corrective action required, the BWD will inform the owner by letter that they have an additional fifteen (15) days to comply and that failure to comply upon the second re-inspection will result in immediate water shut-off.

The BWD may extend the grace period but only if the owner informs the BWD of any extenuating circumstances that would prevent compliance before the end of the fifteen (15) day extension; at which time, the BWD may extend the grace period up to an additional fifteen (15) days.

The property owner shall be responsible for the elimination or protection of all cross-connections on his property; fixture outlet protection devices should be used for that purpose.

- a. The owner (after notification from the BWD) will install, maintain, and have all backflow preventers on the property inspected by a qualified inspector.
- b. The owner shall not modify or bypass any backflow preventer.
- c. The owner shall install ONLY those backflow preventers approved by the BWD, and the backflow preventer must be installed in a location approved by the BWD.
- d. Any owner having a private well will be inspected and a determination made as to the need for the installation of a Reduced Pressure Principle Backflow Preventer (RPZ) to protect the system. The location of this device will be determined by the system manager.
- e. The owner should be aware that the installation of a backflow device may result in a potential closed plumbing system within the residence. Provisions may have to be made by the owner to provide for thermal expansion within the closed system.

4. BWD CCP Administration - The BWD will implement a Cross-Connection Control Program that includes the keeping of records which meet the requirements of the Massachusetts Department of Health rules

5. This will be done by August 1, 2025.

- a. The BWD must protect the public water supply and requires containment at all service connections through the use of approved air gaps and/or backflow preventers.
- b. All property owners shall allow inspection for possible cross-connections and shall follow the requirements set by the BWD.
- c. The BWD will plan and implement a program that determines a suitable timeframe for the inspection and/or testing of all backflow preventers by a certified backflow inspector/tester.

6. BWD CCP Records – BWD will develop and maintain the following records:

a. Master file of all service connections showing approved air gap or backflow preventers. This file will include:

1. Connection location
2. Description of device
3. Installation Date
4. History of inspections
5. Tests and test results
6. Repairs
7. Name of Inspector

b. Program summary reports. This report will include:

1. Number of airgap and/or backflow device connections completed each year
2. Number of inspections completed each year

c. Backflow incident report.

7. Enforcement Policy – The BWD will be responsible for protecting the water distribution system from contamination due to backflow or back-siphonage of contaminants or pollution through the water service connection. To protect the system, the BWD's Operations Manager (or designated agent) will give written notice to each customer to install an approved backflow device at each service connection. The expense of this device and its installation will be borne by the customer.

The customer shall install an approved device within forty five (45) days for a low level hazard, and ten (10) days for a moderate or high level hazard unless an extension is granted by the BWD.

Service shall be immediately terminated if access is refused to any location for inspection of the service connection or if an immediate hazard exists or is imminent.

8. Quality Assurance and Control – Cross-connection control surveys will be completed by persons under the direction of, or having a current certification from, a recognized certification program accepted by the BWD. A copy of this certification will be kept on file by the BWD.

Testing of backflow preventers will be done by persons under the direction of, or having a current certification from, a recognized certification program accepted by the BWD. A copy of this certification will be kept on file by the BWD.

All backflow devices will have NSF-61 certification and be approved by the American Society of Sanitary Engineers (ASSE) and/or other agencies approved by BWD

9. Templates – The BWD will adopt standardized survey forms, reports, permits, and notifications used for this program.

10. Public Education – The BWD will adopt a public education program to educate the customer, providing information about backflow and how it occurs, cross-connections and what they are (their danger to the water supply and how to prevent them), and how to protect the water system past the service connection. Customers will also be educated about backflow devices and how installation of such a device may result in a closed-loop system. Closed-loop systems would need the installation of thermal expansion devices and/or pressure relief valves.

11. Response – The BWD will develop an emergency response plan for procedures on dealing with cross-connection contamination situations. This plan would include procedures for:

- a. Elimination of cross-connection;
- b. Identification of the contaminant;
- c. Isolation and elimination of the contaminant from the system; and
- d. Public Safety Notification to customers (and public health officials) as to proper use of the water during the event.

PAYMENT FOR SERVICE

1. Water Service Rates and other charges will be set by the Board annually but may be changed at any time by the Board if necessary.
2. Billing for balance due on new service connections and/or customer repairs will be sent within 10 days after the completion of related work. Final payment is due 30 days after the billing date. On or about July 1st of each year, billing for regular water service will be sent to all Briggsville Water District customers.
3. Invoicing is assessed by address. If one home has two apartments, two invoices will be billed, etc. regardless if property is occupied 100% during the year. If owner wishes to have water shut off, and there is a single shut off available for that property, they can pay associated fees to turn off the water. If no shutoff is available, the owner has the option to have a shutoff valve installed at their own cost.
4. Payment is due 30 days after the billing date. **Payment must be remitted by check or money order via mail** to the BWD via Clarksburg Town Hall. There shall be a thirty (30) day grace period following the due date. Payments received after the grace period will be charged a late fee in accordance with the BWD "List of Rates & Charges". If for any reason, an individual is unable or unwilling to pay his water bill, he must notify the BWD Board, in writing, within 30 days of original billing.
5. If payment is not received within 45 days of the original billing and the customer has failed to notify the Water District of extenuating circumstances, a non-payment notice will be sent. The notice will show open invoices, penalties and late fees for each customer connection.
6. If payment is not received within 90 days, steps may be taken to put a lien on the property.
7. Any issue related to billed amount should first be addressed to the BWD Board.. The BWD will verify that the correct billing was sent, that the information on the bill is accurate and report that information to both the customer and the BWD Treasurer.
8. Issues related to the inability to pay should be addressed to the BWD Board has the following options:
 - a.) If appropriate, schedule a special BWD hearing to affirm the existence of a hardship situation. If it is determined that a hardship exists, the BWD Board must identify any special considerations deemed appropriate to the near term. It is the customer's responsibility to identify a long term solution.
 - b.) Approve any payment plan that, in his/her judgment, is acceptable and will keep the customer current on a yearly basis.
9. No disputed portion of a bill that relates to the proper application of approved "List of Rates & Charges" or the BWD's compliance with the by-laws, shall be considered "due" during the processing of any complaint, investigation, hearing or appeal.
10. Any checks returned from the bank for any reason are the responsibility of the customer. Any customer that has a check returned by the bank will be charged a returned check fee of \$25. Any customer that has had two checks returned by the bank will be required to make all future payments by: Certified Check, Bank Check, or Money Order. A copy of this policy will be provided to the customer with notification that a check has been returned by the bank. These expenses and fees will be paid by the customer within seven (7) days of notification thereof.

11. Whenever the customer desires to have water service discontinued, the customer must notify the BWD in writing. Until the BWD receives such notice, the customer shall be responsible for the payment for all service rendered by the BWD. Customers will be pro-rated or credited, as appropriate, for mid-billing start or termination of service.

12. The presentation or non-presentation of a bill is not a waiver of any of the above rules.

13. It is the responsibility of the customer to furnish up-to-date contact information. Failure to maintain this information could result in billing errors. The customer will be liable for any late penalties as a result of improper contact information.

WATER CONSERVATION

1. When implemented, the BWD Water Shortage Regulations shall remain in effect until further notice. As described below, each Stage is progressively restricted and implemented to help ensure adequate water reserves for the District.

Notification to customers of the implementation of all stages of restriction will be posted at Clarksburg Town Hall..

BWD shall have the right to reserve a sufficient supply of water at all times in its storage resources to provide for emergencies, and may restrict or regulate the quantity of water used by its customers in case of scarcity or whenever the public welfare may require it.

2. The following Stages and conservation measures shall be implemented using the criteria in part 6 of this section. In a water emergency, such as an equipment failure or a pipe break, the Operations Manager shall have the authority to impose water use restrictions at any level.

a. Stage I - Public Awareness: This Stage shall be implemented by the Board periodically as an educational tool to remind customers of the limited water resource and methods to conserve water.

b. Stage 2 – Conservation: This Stage restricts the watering of lawns, landscaping, shrubs, trees, flower gardens, use of power washers, and washing of vehicles/boats to Tuesday through Thursday only. All hoses must be equipped with an automatic shut-off device. Vegetable gardens may be watered any day of the week, and sprinklers may be used ONLY IF ATTENDED. Watering hours are early morning (before 9 a. m.) or late evening (after 8 p. m.) only. The use of an ELECTRONIC or MECHANICAL TIMER is PROHIBITED. Filling of ponds, pools, hot tubs, etc. is restricted.

c. Stage 3 – Conservation: Watering of lawns, landscaping, shrubs, trees, and gardens, use of power washers and washing of vehicles/boats is prohibited. A special permit may be issued by the BWD to allow for watering of newly planted lawns and shrubs or trees for a limited time. Vegetable gardens may be watered Tuesday through Thursday only. Watering hours are early morning (before 9 a. m.) or late evening (after 8 p.m.) only. A limited number of special permits may be issued for weekend vegetable garden watering on a case by case basis by the BWD Operations Manager or the Board. Watering hours are early morning (before 9 a. m.) or late evening (after 8 p. m.) only. Permitted watering shall be by hand-held hose or container only. All hoses must be equipped with an automatic shut-off device. The use of subsurface, soaker hose or sprinkler is PROHIBITED. The use of an ELECTRONIC or MECHANICAL TIMER is PROHIBITED. Filling of ponds, pools, hot tubs and similar equipment shall not be permitted under any circumstances.

d. Stage 4 - Severe Conservation: Watering of lawns, landscaping, shrubs or trees, gardens (including vegetable gardens) and washing of vehicles/boats prohibited. Filling of ponds, pools, hot tubs and similar equipment shall not be permitted under any circumstances.

3. Fines for failure to comply with conservation restrictions shall be set annually.

a. First Offense: Verbal warning, followed by a written reminder.

- b. Second Offense: Fine imposed (see list of rates and charges).
- c. Third Offense: Fine imposed (see list of rates and charges) and outside taps locked. The customer shall pay for the cost of locks. The locks will be removed after 30 days or after Stage 2 restrictions are lifted, whichever is later.
- d. Fourth Offense: Fine imposed (see list of rates and charges)

4. Fines for Filling of Pools, Ponds, Hot tubs, etc.

- a. Stage 2 noncompliance: Fine imposed (see list of rates and charges), plus \$1.00 per gallon.
- b. Stage 3 noncompliance: Fine imposed (see list of rates and charges), plus \$1.00 per gallon
- c. Stage 4 noncompliance: Fine imposed (see list of rates and charges) plus \$1.00 per gallon

The following table describes the drought indicators that are used to determine the conservation levels. The indicators are for seasonally adjusted norms. Either indicator meeting the criteria could be enough to trigger a conservation stage if other factors indicate a dry period ahead. These factors would include stream flow, foliage cover, pumping records and seasonal forecasts. Anticipated population increase (e.g., holiday weekend) combined with trending indicators may also trigger a conservation stage.

LIST OF RATES, FEES & FINES

- Water service rates are set annually by the Board as part of the Budget adoption process and billed annually (July 1)
- Late payment fee: \$25.00 per invoice after 30 days.
- Return Check Fee: \$25.00
- Scheduled shut-off/reactivation for working on line or near line: No Charge
- New service connection fee: \$2,000.00
- Shutoff fee – (to be determined if digging is involved)
- Use of water without permission penalty: \$100
- Water conservation fines:
 - ◆ Failure to comply with Stage 2 or 3 restrictions:
 - First Offense: Written warning
 - Second Offense: \$50.00 fine
 - Third Offense: \$150.00 fine
 - Fourth Offense: \$250.00 fine
 - ◆ Failure to comply with stage 4 restrictions: \$500.00
 - ◆ Fines for Filling of Pools, Ponds, Hot tubs, etc. (to be assessed in addition to fines for non-compliance listed above): \$250.00

NON-DISCRIMINATION

The BWD will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or expression, disability, age, national origin or country of ancestral origin. The BWD will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity or expression, disability, age, national origin or country of ancestral origin. Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship; and, all other terms, benefits and conditions of employment. The BWD will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or expression, disability, age, national origin or country of ancestral origin.

BOARD MEETINGS & OFFICERS

1. Meeting will be held in accordance with the MA Open Meetings Law.
2. An annual members meeting will be held in the month of June or July.
3. Board member positions will be held for a minimum of three years. At the annual meeting of the third year a vote will be taken for new officers. (President, Vice President, Secretary)
4. If there is an emergency vacancy, the remaining officers may vote to elect a new member.
5. **Emergency Meetings:** The Board may call an Emergency meeting provided that there is a minimum of 48 hours notice and it is in compliance with the MA Open Meetings Law. To vo

PROCEDURE FOR HIRING CONTRACTORS

1. Any work in excess of ten thousand dollars (\$10,000.00), or as required for acceptance of funding, will be put out for competitive bid. All bids will be reviewed by the Board (or committee assigned by the Board), and the top three (3) candidates (as determined by the Board or Committee) may be asked, at the Board's discretion, to make a presentation to the Board for informational purposes. A vote to determine the winning bid will only take place after a discussion period and review of all bids.
2. Work that is more than five thousand dollars (\$5,000.00) but less than ten thousand dollars (\$10,000.00) will be put out to bid as an advertised Request for Proposal for the work to be done. Submitters of the top three (3) proposals (as determined by the Board or Committee) may be asked, at the Board's discretion, to make a presentation to the Board for informational purposes. A vote to determine the best proposal will only take place after a discussion period and review of all proposals.
3. Work that is more than one thousand dollars (\$1,000.00) but less than five thousand dollars (\$5,000.00) will be awarded by the Operations Manager in the course of normal business, but will require a minimum of three written quotes. Although three quotes shall be considered the minimum, the Operations Manager may in some instances ask the Board to declare the existence of fewer quotes to be considered adequate if there is a lack of quotes available. Consultation with outside sources (other water districts, water associations, etc.) would aid in this process. This determination shall be recorded by the Clerk.
4. Work that is less than one thousand dollars (\$1,000.00) will be awarded by the Operations Manager in the course of normal business. Although multiple written quotes shall not be required, every effort should be made to obtain the most competitive price.
5. Two Exceptions to the Bid, Request for Proposal, and Quote procedures would be the following:
 - (a) In the case of an emergency where work or repairs would be needed to prevent damage or stop further damage.
 - (b) In the case where there is a Master Government Purchasing Agreement in place. The BWD shall have the option to make purchases under such a Master Government Purchasing Agreement.
6. When the Board determines that the District needs the services of a professional architect or engineer, the Board shall follow the Qualifications Based Selection process for the procurement of architectural or engineering services as detailed in the *Qualifications Based Selection Owners Manual* of the American Council of Engineering Companies of Massachusetts.

PROCEDURE FOR PURCHASING

1. Any purchase in excess of five thousand dollars (\$5,000.00), or as required for acceptance of funding, will be put out to bid. Competitive bids shall be obtained from a sufficient number of suppliers to be considered representative of the industry cited. Although three bids shall be considered the minimum, the Board may in some instances declare the existence of fewer bids to be considered to provide adequate price competition. Consultation with outside sources (other water districts, water associations etc.) would aid in this process. This determination shall be made in writing and placed in the bid file. All bids will be reviewed by the Board (or committee assigned by the Board), and a vote to determine the best supplier will only take place after a discussion period and review of all pertinent information.
2. Purchases that are more than one thousand dollars (\$1,000.00) but less than five thousand dollars (\$5,000.00) will be awarded by the Board in the course of normal business, but will require a minimum of three written quotes. Although three quotes shall be considered the minimum, the Board may in some instances declare the existence of fewer quotes to be considered adequate if there is a lack of quotes available. Consultation with outside sources (other water districts, water associations etc.) would aid in this process. This determination shall be recorded by the Secretary and placed in the purchasing file.
3. Purchases that are more than five hundred dollars (\$500.00) but less than one thousand dollars (\$1,000.00) will be approved by the Board in the course of normal business. Although multiple, written quotes shall not be required every effort should be made to obtain at least 3 verbal quotes or electronic price listings. This research and approval shall be documented in the purchasing file.
4. Purchases that are less than five hundred dollars (\$500.00) will be approved by the Operations Manager in the course of normal business. Although documentation of multiple quotes shall not be required every effort should be made to obtain the most competitive price.
5. Two Exceptions to the Bid, Request for Proposal, and Quote procedures would be the following:
 - (a) In the case of an emergency where immediate purchase would be needed to prevent damage or stop further damage.
 - (b) In the case where there is a Master Government Purchasing Agreement in place. The BWD shall have the option to make purchases under such a Master Government purchasing Agreement.

AMENDMENTS

These by-laws may be altered, amended or repealed, or new by-laws may be adopted, at any meeting of the Board by the affirmative vote of a majority of the members of the Board present and voting at such meeting; provided, however, that notice of such alteration, amendment, or repeal of the by-laws or adoption of new by-laws shall be contained in the notice of such meeting in full compliance with the MA Open Meetings Law.

CONSTRUCTION

The title of the Articles and Sections thereof of these by-laws are for convenience of reference only and will not be considered in the interpretation or construction of any of the provisions thereof. Words in the singular or plural number, or in the masculine, feminine, or neuter gender shall each be deemed to include the other. By way of illustration (and not by way of limitation) words such as "he", "his" or the like are used for convenience only, and shall be construed to include the feminine such as "she", "her" and the like where the context shall so require.

INDEMNIFICATION

The BWD shall to the fullest extent permitted by law as the same may be amended and supplemented, indemnify any and all persons whom it shall have the power to indemnify under the laws of Massachusetts from and against any and all of the expenses, liabilities or other matters referred to or covered by the laws of Massachusetts and the indemnification provided for herein shall not be deemed exclusive of any other rights to which any other person may be entitled under any bylaw, rule, regulation, statute, resolution of the Board or other agreement as permitted by Massachusetts laws as to action in any capacity in which he or she served at the request of the BWD. The personal liability of the members of the Board is eliminated to the fullest extent permitted by the laws of Massachusetts, as the same may be amended or supplemented.

SEVERABILITY

In the event that any section or subsection of these by-laws is held unlawful, then all other provisions shall remain in full force and effect unless it shall be inconsistent with the overall purpose of a section.

DEFINITIONS

1. Air break: A physical termination and break in the connection and continuity to any piping, meter or aperture.
2. Backflow drainage: A reversal of flow in the drainage system.
3. Backflow preventer: A device or means to prevent backflow.
4. Board: The Board of the Briggsville Water District.
5. Corporation stop: A device installed on the main line which allows connection to a service pipe.
6. Cross-connection: Any physical connection or arrangement between two otherwise separate physical systems, one of which contains potable water and the other either water of unknown or questionable safety or steam, gas, or chemical whereby there may be a flow from one system to the other, the direction of flow depending on the pressure differential between the two systems.
7. Cross Contamination: The flow of water or other liquids, mixtures or substances into the distribution pipes of a potable water supply from any source other than its intended source.
8. Curb box: A box installed at the end of the BWD service pipe where the customer pipe begins.
9. Curb stop: A valve installed in a water service line that connects BWD service to customer's service and is operable from ground surface. A curb stop is used for stopping flow of water through customer service line and is installed at property line.
10. Customer: Any person, firm, corporation, government, or governmental division supplied by the Briggsville Water District.
11. Main or main pipe: The distribution pipe from which service connections are made to supply water to customers.
12. BWD: The Briggsville Water District.
13. Public water system: The water system operated by the Briggsville Water District.
14. Premises: as used herein shall be restricted to the following:
 - a. A building or combination of buildings owned or leased by one customer and occupied as one residence by one family or one place of business.
 - b. A building or combination of buildings owned by one customer or corporation having a number of apartments, which are rented, leased, or used by more than one family. Each unit is subject to the minimum yearly fee, in addition to the water usage rates.
 - c. Any use other than those described above must be approved by the BWD Board prior to acceptance of an application for service.
15. Private Fire Service: A system used for fire protection that is not part of the BWD system, including, but not limited to, sprinkler systems and private fire hydrants.
16. Service pipe or service connection: The pipe running from the main pipe to the property line of the customer.
17. Seasonal use: Any intermittent use, season after season, at the same premises.
18. Vacuum breaker: A type of backflow preventer installed on openings subject to normal atmospheric pressure.

EFFECTIVE DATE

These by-laws shall be effective upon their adoption by the Board.

CERTIFICATION

The undersigned, being the Briggsville Water District Board, hereby certifies that the foregoing copy of the by-laws is true and complete and that the by-laws were duly adopted by the Board.