



**By-laws of  
The Prudence Island Water District**

(Adopted September 18, 2016; amended February 16, 2019, May 18, 2019)

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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 Rhode Island shall be *PRUDENCE ISLAND WATER DISTRICT* (for convenience of reference, District).

## **STATEMENT OF PURPOSE**

The Prudence Island Water District was established by the RI Legislature for the purpose of providing adequate water supply to the residents of the District and to others who may contract with the District for water supply.

The District encompasses the area on Prudence Island in the town of Portsmouth with boundaries as follows: the eastern boundary of the District is Narragansett Bay; the southern boundary of the District is the Narragansett Bay National Estuarine Research Reserve (NBNERR) northern property boundary; the western boundary of the District from south to north is the western property lines of properties abutting Alden Road, to the Army Camp Road, to the western property lines of properties abutting Sunset Hill Avenue, to the Rhode Island Department of Environmental Management (DEM) eastern property boundary, to the outflow of Nag Creek, and the northern boundary is Narragansett Bay.

Any portion of the town of Portsmouth located on Prudence Island may join the District pursuant to a request to the District or an agreement with the District which request or agreement is accepted by the District.

## **PURPOSE OF BY-LAWS**

Prudence Island 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, regulations and procedures the Board employs in performance of its functions and duties.

It is the intent of the PIWD 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 Prudence Island 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 PIWD 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 PIWD might charge.
2. No agreement or service shall be granted by the PIWD 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, a temporary service may be provided (i.e., a yard hydrant) on request, but the house will not be connected until a rough plumbing inspection certificate is presented.
3. A copy of the by-laws and a schedule of charges will be available on the PIWD website, and a signature page signifying acknowledgement of the by-laws and schedule of charges will be signed by the applicant and returned with the application.
4. Applications for new service connections shall be made in writing to the PIWD on a provided Application Form. The Operations Manager 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 PIWD 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 PIWD on a provided Application Form. The Operations Manager 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 Operations Manager will prepare an estimate and projected start date for the customer.
7. Upon the customer's acceptance of the PIWD estimate of installation cost, payments will be made in two installments: fifty percent (50%) upon acceptance of PIWD 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 Rhode Island and PIWD standards. The PIWD 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

1. The PIWD shall furnish, install, own and maintain all new service connections. The PIWD 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 PIWD Operations Manager and/or Project Engineer. The size pipe will be determined by the PIWD Operations Manager and/or Project Engineer.
2. 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 PIWD) and obtaining the street opening permit fees incurred in respect to new services.
3. The PIWD shall bear all costs up to the curb stop for replacement of services. This service connection shall be maintained by the PIWD and may be upgraded or changed at any time. The PIWD shall only bear cost up to the curb stop and not on private property.
4. The control of the water supply to the customer shall be by means of a separate curb stop.
5. 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 PIWD) 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 PIWD Operations Manager and/or PIWD Project Engineer.
  - a. All new services, materials and methods of construction shall be approved by the PIWD Operations Manager and/or Project Engineer. If the service has not been installed in accordance with the PIWD'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 Portsmouth 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 PIWD 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 PIWD 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.
6. All service pipes shall be laid as required by law and code.
7. On all future installations or reinstallations of service lines, only one premise will be supplied through one service pipe.
8. 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 PIWD by either or any of the customers so supplied, shall be deemed a violation by all. The PIWD may take such action as could be taken against a single customer.

9. 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 PIWD without previous consent of the PIWD. Violators of this section may incur a fine.

10. The PIWD 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. This intent is further clarified in the Rhode Island General Law Section 46-13-22 (Cross-Connection Control) and the Rhode Island Health Department Rules and Regulations Pertaining to Drinking Water (216-RICR-50-05-1), Section 1.9.4 (Cross-Connection Control).

2. Policy - It is the responsibility of the PIWD to provide safe potable water. In an effort to maintain the integrity of the system, the PIWD 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 PIWD 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 PIWD's distribution system which, in the opinion of PIWD, would endanger public health. The PIWD shall have a person available who is a certified backflow prevention device surveyor. The PIWD will also maintain a list of private contractors who are certified backflow device testers.

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

b. Commercial Installations: The PIWD requires all commercial customers to install a backflow device. In order to maintain the proper level of safety for the system, the PIWD 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 PIWD 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 PIWD 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 PIWD may extend the grace period but only if the owner informs the PIWD of any extenuating circumstances that would prevent compliance before the end of the fifteen (15) day extension; at which time, the PIWD 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 PIWD) 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 PIWD, and the backflow preventer must be installed in a location approved by the PIWD.
- 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. PIWD CCP Administration - The PIWD will implement a Cross-Connection Control Program that includes the keeping of records which meet the requirements of the Rhode Island Department of Health rules and regulations pertaining to Drinking Water, Section 9. 4 (Cross-Connection Control).

- a. This will be done by August 1, 2020.
- b. The PIWD must protect the public water supply and requires containment at all service connections through the use of approved air gaps and/or backflow preventers.
- c. All property owners shall allow inspection for possible cross-connections and shall follow the requirements set by the PIWD.
- d. The PIWD 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.

5. PIWD CCP Records – PIWD 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.

6. Enforcement Policy – The PIWD 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 PIWD’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 PIWD.

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.

7. 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 RIDOH and the PIWD. A copy of this certification will be kept on file by the PIWD.

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 RIDOH and the PIWD. A copy of this certification will be kept on file by the PIWD.

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 RIDOH and PIWD

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

9. Public Education – The PIWD 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.

10. Response – The PIWD 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.
3. On or about January 1<sup>st</sup> and July 1<sup>st</sup> of each year, billing for regular water service will be sent to all Prudence Island Water District customers. Payment is due 30 days after the billing date. **Payment must be remitted by check or money order via mail** to P.O. Box 93, Prudence Island, RI 02872. There shall be a fifteen (15) day grace period following the due date. Payments received after the grace period will be charged a late fee in accordance with the PIWD “List of Rates & Charges”. If for any reason, an individual is unable or unwilling to pay his water bill, he must notify the PIWD Office Manager, in writing, within 30 days of original billing.
4. 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.
5. If payment is not received within 90 days of the original billing, the customer will receive a shut-off notice via registered letter. The “Shut Off” notice will take effect 30 days after day of issue. The letter will also show open invoices, penalties and related late fees. In addition, the customer’s property will simultaneously be “Posted” with notice of the impending water service “Shut-Off” and the customer will be charged a \$25 notice posting fee.
6. If payment is not received within 120 days of the original billing and the customer has failed to notify the District of extenuating circumstances within the specified timeframe, all District connections providing water service to the customer’s property will be shut-off. A letter will be sent to the customer providing notification that “Water Service” has been shut-off and indicating there is a fee for shutting the water off, as well as an additional fee for turning the water back on after payment is received. In addition, a lien and/or tax sale may be placed against the property. The letter will also indicate that unless the customer elects, via written request, to officially terminate water service, his bill will continue to increase (see paragraph 13 below).
7. Any issue related to billed amount should first be addressed to the PIWD Office Manager. The Office Manager 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 PIWD Treasurer.
8. Issues related to the inability to pay should be addressed to the Office Manager. The Office Manager has the following options:
  - a.) If appropriate, schedule a special PIWD hearing to affirm the existence of a hardship situation. If it is determined that a hardship exists, the PIWD Board of Directors 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 PIWD’s compliance with the by-laws, shall be considered “due” during the processing of any complaint, investigation, hearing or appeal.

10. In the event of a disagreement with the Office Manager's findings, the customer has the right to a hearing before the PIWD Board of Directors. Any timely request for a hearing shall be placed on the PIWD agenda within the next sixty (60) days. The Board may continue the hearing if further information is being sought, or may be continued by the customer one time for good cause shown. Service may not be terminated before a PIWD Board of Directors hearing decision, but penalties shall continue to accrue. Unless abated at hearing, the full amount, including penalties and fees, is due and payable within fifteen (15) days of the Board's decision. The date of the Board decision shall be the date of the Board vote unless another date is specified.

11. 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.

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

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

14. 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.

## TERMINATION OF SERVICE

1. Application shall be made in writing no less than seven (7) days prior to desired termination of service. No person shall make an application to turn off service from any property which will be in use or occupied by any person after the desired shut-off date. The Town of Portsmouth Building Inspector will be notified of any termination of service.
2. Service may be discontinued or suspended by the PIWD for any one of the following reasons:
  - a. Use of water for purposes other than described in the application.
  - b. Misrepresentation in application.
  - c. Willful waste of water. This would include, but not be limited to:
    - i. Watering of property during drought or water shortage where use restrictions have been implemented.
    - ii. Filling of ponds, swimming pools, hot tubs, etc., during drought or water shortage where use restrictions have been implemented.
  - d. Breakage of pipes due to inadequate protection.
    - i. In the case of frozen pipes: in addition to suspending service, a fine will be imposed. All such fines shall be determined by the Board annually.
    - ii. In the case of excessive breakage (more than three) for the same service connection within a three (3) year period: in addition to suspending service, a fine will be imposed. All such fines shall be determined by the Board annually. The customer will be also be required to replace the existing service connection and/or permanently abate the cause of the failures within a timeframe set by the Operations Manager. These permanent repairs must be approved by the Operations Manager. If the customer feels the timeframe for replacement is unreasonable or there is a financial hardship, the customer may ask for a hearing before the Board. This written request must be made to the Board within thirty (30) days of the notification for service repairs by the Operations Manager. The PIWD Board will hear the request at the next scheduled meeting, which is still in compliance to add the item to the required public notice. Service will be restored after a temporary repair is completed. If permanent repairs aren't made within the timeframe set by the District, a shut-off notice will be sent and water service terminated after 10 days.
  - e. Molesting PIWD property or seals on appliances.
  - f. Abandonment.
  - g. Nonpayment of bills when due.
  - h. Cross connecting the PIWD service pipe with any other supply source, such as wells.
  - i. Non-compliance with the PIWD's Cross-Connection Control Plan.
  - j. Refusal of reasonable access to property.
3. The PIWD may terminate service to a household in which all residents are sixty-five (65) years of age or older only after the PIWD first notifies the Town of Portsmouth Board of Health.
4. When water has been turned off from any premises for any of the above reasons or for any other violation of the PIWD's rules, charges will be made for disconnecting and restoration of service and will be paid in advance

by the party requesting restoration of service. The Town of Portsmouth Building Inspector will be notified of the termination of service.

5. When water has been turned off at the customer's request for seasonal purposes, charges will be assessed for disconnecting and restoring service.

6. In case of abandonment of a customer's premise, the customer must notify the PIWD in writing of such vacancy; upon his/her failure to notify the PIWD in writing, he/she will become responsible for any damage to the property of the PIWD and/or the property of the customer arising from such failure.

7. In the event that the PIWD intends to terminate service for non-payment, it shall give thirty (30) days prior written notice and an opportunity for the customer to request to be heard before the Board. The Board or its designee(s) shall review the situation to determine whether any error has been made or whether a reasonable time for payment should be granted.

8. The PIWD shall have the right to cut off the water supply to make repairs, changes or connections to its mains and other equipment. It shall use reasonable effort to notify the customer in advance of such discontinuance of service, but it shall not be liable for any damage or inconvenience suffered by the customer because of such discontinuance of service, or because of failure to notify the customer in advance of its intention to discontinue service.

9. The PIWD shall not be liable for any damage or inconvenience suffered by the customer as a result of interruption of service, quantity of supply, inadequate or changing pressure, quality of water, or any cause beyond its control.

## **RESTORATION OF SERVICE**

If service has been terminated for non-payment or any other violation of PIWD rules and regulations, the customer will be offered three options and respective fees for scheduling an appointment to have water service restored:

- a. Next Business Day (during normal working hours Monday to Friday) -- \$70
- b. Next Day (during prescheduled working hours on Sat., Sun. or Holiday) -- \$82
- c. Same Day or Off-hours (within 3 hours of request) -- \$156

**An adult must be present when water service is turned back on.** If a service technician is dispatched to turn water service on and no adult is home, the customer will be charged the applicable service fee listed above and will be required to reschedule an appointment for restoration of service. Service restoration fee will be invoiced and is due within seven (7) days of invoice date.

# WATER CONSERVATION

1. When implemented, the PIWD 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 island.

Notification to customers of the implementation of all stages of restriction will be posted in at least two public places within the geographic boundaries of the PIWD.

Notification to customers of the implementation of Stage 3 or 4 will be posted and published in the *Portsmouth Times* (at the next available publishing date).

Use by Department of Public Works or non-emergency (e.g., training) use by Prudence Island Volunteer Fire Department during Stages 2-4 must be approved in advance by the Moderator or their designee.

PIWD 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 6 p. m.) only. The use of an ELECTRONIC or MECHANICAL TIMER is PROHIBITED. Filling of ponds, pools, hot tubs, etc. (less than 300 gallons) is restricted to early morning (before 9 a. m.) or late evening (after 7 p. m.) by permit issued by the PIWD only. Ponds, pools, hot tubs, etc. that are greater than 300 gallons will require tanker truck filling.

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 PIWD 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 6 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 PIWD Operations Manager or the Board. Watering hours are early morning (before 9 a. m.) or late evening (after 6 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) and water shut-off. The customer's water shall be turned on only after a hearing before the Board or in the event that Stage 2 restrictions are lifted.

4. Stage 4 noncompliance: Fine imposed (see list of rates and charges) and water shut-off. The customer's water shall be turned on only after a hearing or after Stage 2 restrictions are lifted.

5. 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 and water shut-off. Water to be turned on only after a hearing before the Board or after Stage 3 restrictions are lifted.

c. Stage 4 noncompliance: Fine imposed (see list of rates and charges) plus \$1.00 per gallon and water shut-off. Water to be turned on only after a hearing before the Board or Stage 2 restrictions are lifted.

6. Criteria for determining the conservation levels

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.

<b>Conservation Stage</b>	<b>Precipitation Level</b>	<b>Well Levels at Pier Rd &amp; Broadway</b>
Stage 2	3 month avg. < 75%	2 month > 10% below avg
Stage 3	3 month avg. < 75%	2 month > 15% below avg
		3 month > 10% below avg
Stage 4	3 month avg. < 75%	2 month > 15% below avg
		1 month > 20% below avg

## LIST OF RATES, FEES & FINES

- Water service rates are set annually by the Board as part of the Budget adoption process and billed semiannually (January 1<sup>st</sup> and July 1<sup>st</sup>).
- Late payment fee: \$25.00 per connection after 45 days and an additional \$25 per connection after 90 days.
- Return Check Fee: \$25.00
- Shut-off for non-payment (must be paid even if overdue balance is paid on arrival of service technician to avoid shut-off): \$55.00
- Unscheduled winter shut-off: \$55.00
- Water Service Restoration Fee Options:
  - ◆ Next Business Day (during normal working hours Monday to Friday): \$70.00
  - ◆ Next Day (during prescheduled working hours on Saturday, Sunday or Holiday): \$82.00
  - ◆ Same Day or Off-hours (within 3 hours of request): \$156.00
- Scheduled summer/winter shut-off/reactivation: \$100.00
- Scheduled shut-off/reactivation for working on line or near line: No Charge
- New service connection fee: \$2,000.00
- Use of water without permission penalty: \$100
- Water Dumping penalty: \$100.00
- 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: \$250.00
  - ◆ Fines for Filling of Pools, Ponds, Hot tubs, etc. (to be assessed in addition to fines for non-compliance listed above):
    - Stage 2 noncompliance: \$100.00 fine, plus \$1.00 per gallon
    - Stage 3 noncompliance: \$250.00 fine, plus \$1.00 per gallon
    - Stage 4 noncompliance: \$500.00 fine, plus \$1.00 per gallon

## **NON-DISCRIMINATION**

The PIWD 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 PIWD 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 PIWD 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. **Board meetings:** At the first meeting of the Board of Directors held after a District election day, the Board will select two members to be the designate Pro Tempore for the positions of Moderator and Clerk. In the absence of the Moderator and Moderator Pro Tempore, the Clerk or Clerk Pro Tempore will assign a member to be the Moderator Pro Tempore. In the absence of the Clerk and the Clerk Pro Tempore, the Moderator or Moderator Pro Tempore will assign a member to be the Clerk Pro Tempore.
2. **Moderator:** The Moderator shall preside over the Meeting, decide all questions of order and procedure according to Roberts Rules and RI Open Meetings Law, and announce the results of all votes. In the absence of the Treasurer, the Moderator may sign and/or countersign checks as required.
3. **Moderator Pro Tempore:** In case of the absence of the Moderator from any elective meeting of the district, the Moderator Pro Tempore will act as presiding officer.
4. **Clerk:** The Clerk shall find a suitable place within the district for the holding of meetings, and will give notice of meetings. The Clerk shall keep full, fair and accurate records for all meetings and correspondence of the PIWD. He/she shall carefully keep and preserve all records entrusted to his/her care.
5. **Clerk Pro Tempore:** In case of the absence of the Clerk from any elective meeting of the PIWD, the Clerk Pro Tempore shall perform all the duties pertaining to that position.
6. **Treasurer:** The Treasurer and/or designee shall oversee receipt and collection of all monies from taxes, rates, and fees, and from the sale of bonds and other sources of revenue, and ensure that within seven (7) days said monies shall be deposited in a bank designated by the Board in the name of and to the credit of the PIWD. Whenever there is a surplus of district funds not needed for the payment of the PIWD expenses during the current year, the Treasurer, with the consent and approval of the Board, and subject to the provision of any resolution securing bonds of the PIWD, may invest the said surplus funds in some safe and productive securities where the said funds shall be available for use whenever called for by a vote of the Board. The Treasurer and/or others designated by the Board may sign all checks, debit cards and credit cards. Users and limits on debit cards and credit cards will be set by the Board. The Board shall approve the signing of all checks (except payroll and payroll-related expenses) by passing a motion authorizing the payment of all just and due bills at each of its monthly meetings (the motion will include a detailed list of all payments being approved). The Treasurer shall sign all notes and bonds issued by the PIWD and shall cause the seal for the PIWD to be affixed thereto. The Treasurer shall close the corporation's books on the 30th of September of each year and make annually to the Board a written report of the condition of the PIWD treasury and the several sums received and paid by the District during the previous year, and showing in detail the persons to whom and for what purposes the payments were made.
7. **Assistant Treasurer:** In the absence of the Treasurer, the Clerk may perform such duties as are incumbent upon the Treasurer, or as the Board sees fit it may appoint an Assistant Treasurer and such Assistant Treasurer shall have such powers and perform such duties as are incumbent upon the Treasurer as the Board may delegate to him/her.
8. **Assessor of Taxes:** The Assessor of Taxes shall levy and assess taxes at such rate as the Board shall determine, on all rateable real estate and tangible personal property of the PIWD. The Assessor of Taxes also shall be a member of the Board of canvassers, as provided for in the Charter of the PIWD, and canvass the voting of the district on the third Saturday of May in every election year and shall make out a correct alphabetic list of the electors of the district, and shall certify the correctness of the list and file it with the Clerk.
9. **Collector of Taxes:** The Collector of Taxes shall collect and pay the Treasurer, in accordance with these by-laws, all taxes, rates and fees levied and assessed and the interest collected on same, and shall report annually to the Board the amounts collected and uncollected and unpaid interest together with the names of all persons

against whom or against whose property a tax has been levied and remains unpaid. The Collector of Taxes also shall be a member of the board of canvassers, as provided by the Charter of the PIWD, and shall, together with the Assessor of Taxes, canvass the voting of the district on the third Saturday of May in every election year and shall make out a correct alphabetic list of the electors of the district, and shall certify the correctness of the list and file it with the Clerk.

10. **Assistant Collector of Taxes:** The Board may appoint an Assistant Collector of Taxes, and such Assistant Collector of Taxes shall have such powers and perform such duties as are incumbent upon the Collector of Taxes as the Board may delegate to him.

11. **Bonding:** All Board members, Treasurer, Collector and Assessor will be bonded. The amount of bond for each such individual is to be determined and approved by the Board, and the bond premium shall be paid by the PIWD.

12. **Vacancies:** Any vacancy that may occur shall be filled, by appointment, by the remaining members of the Board until the next biennial election at which time a successor shall be elected for the unexpired term, but the Board may continue to act despite a vacancy or vacancies on the Board.

13. **Committees:** The Board may, at any meeting, appoint such committees as the Board may deem necessary.

14. **Compensation:**

a. Compensation of Agents, Employees and Committees. The Board may, at any meeting, fix the compensation of all agents, employees and committees of the PIWD.

b. Compensation of Officers. The Board may, at any regularly called meeting, fix the compensation of Board members, provided, however, that any compensation (or increase thereof) for any Board position shall require at least seven (7) qualified electors present and a majority vote of these electors present at said meeting.

15. **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 RI Open Meetings Law.

## 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 PIWD 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 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 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 Operations Manager 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 PIWD 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 RI 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.

## **CONFLICT OF INTEREST**

Any duality of interest or possible conflict of interest on the part of any director, committee member, officer, employee, or agent of the District shall be disclosed to the Board and made a matter of record when the interest becomes a matter of Board action, such disclosure shall be reflected in the record of the proceedings of the Board.

In all cases where a director, committee member, officer, employee, or agent of the District may have a conflict of interest because he or she or a member of his or her immediate family (sibling, spouse, or child):

- (i) has an interest in any contract or transaction with the District, either directly or indirectly, through an interest in or employment by any legal entity which has an interest in such contract or transaction, or
- (ii) engages in private practice or consulting businesses outside of the District that serves a clientele that is the same or similar to that of the District or is paid by or receives funding from sources that fund or are solicited by the District, or
- (iii) otherwise has an interest that is contrary to the District, then such director, committee member, officer, employee, or agent shall disclose such conflict of interest and refrain from taking any action to authorize, approve, or ratify such transaction or contract; provided, however, that the ownership of a non-controlling minority interest in a publicly held entity shall not be deemed to be an interest requiring such disclosure.

Any required disclosure shall be made, in the case of an employee or agent, director, committee member, or officer, to the Moderator prior to any action on such contract or transaction being taken. Such disclosure shall include any relevant and material facts known to such person about the contract or the transaction which might reasonably be construed to be adverse to the District's interests.

An affected director, committee member, or officer shall disclose a potential conflict of interest to the other members of the Board before any action is taken on such a transaction and such disclosure shall be recorded in the Board minutes of the meeting at which it is made. The Moderator shall also notify the Board of the taking of any such action following disclosure of the potential conflict of interest.

Such a person may be counted in determining the existence of a quorum at any meeting where the contract or transaction is under discussion or is being voted upon, but shall not participate in the discussions with respect thereto nor vote or use personal influence on the matter. The minutes of the meeting shall reflect the disclosure made, the vote thereon, and the recusal from discussion and voting on the matter.

Nothing contained herein shall preclude the District from entering into such transaction or contract; provided such disclosure is made and the director, committee member, officer, employee, or agent of the District involved recuses from voting or any action taken to authorize, approve, or ratify such transaction or contract.

Any transaction which involves the District and any of its directors, committee members, officers, employees, or agents, or their businesses or immediate families, shall have terms which are at least as fair and reasonable to the District as those which would otherwise be available to the District if it were dealing with an unrelated party. Should any single project/contract require the expenditure of more than \$5,000.00 by the District, either through one transaction or a series of transactions then, if possible, three (3) bids for said project shall be obtained, at least two (2) of which shall be from disinterested individuals or organizations.

Directors, committee members, officers, employees, or agents planning to engage in private practice or in consultation outside the District that serves a clientele that is the same or similar to that of the District or is paid by or receives funding from sources that fund or are solicited by the District must meet with the Moderator prior to making such commitments. The Moderator and the employee or agent will come to agreement specifying the terms and conditions of the outside commitment such that it does not present a conflict with the best interests of the District and that it will not cause the quantity or quality of service to the District or its clients to suffer. The final terms and conditions rest with the Moderator who shall report any such arrangements to the Board.

The Board, after receiving information about a possible conflict of interest, shall take such action as is necessary to assure that the transaction is completed in the best interest of the District without the substantive involvement of the person who has the possible conflict of interest.

Violations of this policy shall be reported to the Moderator and Board for appropriate action.

This policy statement shall be made available to each director, committee member, officer, employee, and agent of the District. Such persons will be asked to sign an acknowledgment concerning reporting of potential conflicts of interest. In addition, all directors, committee members, officers, members of the senior management team, and such other employees as the Moderator may deem appropriate shall complete a questionnaire on an annual basis.

Reports shall be maintained by the Clerk on behalf of the Board with copies being placed in personnel files as appropriate.

## **INDEMNIFICATION**

The PIWD 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 Rhode Island from and against any and all of the expenses, liabilities or other matters referred to or covered by the laws of Rhode Island 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 Rhode Island laws as to action in any capacity in which he or she served at the request of

the PIWD. The personal liability of the members of the Board is eliminated to the fullest extent permitted by the laws of Rhode Island, 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 Prudence Island 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 PIWD service pipe where the customer pipe begins.
9. Curb stop: A valve installed in a water service line that connects PIWD 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 Prudence Island Water District.
11. Main or main pipe: The distribution pipe from which service connections are made to supply water to customers.
12. PIWD: The Prudence Island Water District.
13. Public water system: The water system operated by the Prudence Island 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 PIWD 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 PIWD 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 BY CLERK**

The undersigned, being the Clerk of Prudence Island Water District, 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.

By

A handwritten signature in blue ink, appearing to read 'CB', is written over a horizontal line.

Christopher Brown  
Clerk