

**WATER & SEWER SERVICE LINE LEAK POLICY**

Pursuant to the authority vested in the Town Council of Portugal Cove- St. Philip's, the following policy was adopted on the June 17<sup>th</sup>, 2025.

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**1.0 TITLE**

- 1.1 This document shall be known and cited as the Water & Sewer Service Line Leak Policy.

**2.0 INTERPRETATIONS**

- 2.1 *“Act”* shall mean the Towns and Local Service Districts Act.
- 2.2 *“Town”* shall mean the Town of Portugal Cove-St. Philip's as defined by Order of Council dated February 1<sup>st</sup>, 1992.
- 2.3 *“Council”* shall mean the duly elected Town Council of Portugal Cove-St. Philip's.
- 2.4 *“System”* shall mean the public water supply and sewage system operated and maintained by the Town of Portugal Cove-St. Philip's as the owner and operator of the treatment plant, equipment for procurement, transmission, or delivery of water to the public, and for the collection, conveyance, and disposal of sewage.
- 2.5 *“Property Owner”* shall mean any legal owner (person, firm, or corporation) of real property which contracts to be supplied with water and/or sewage disposal by the system.
- 2.6 *“Domestic Service”* shall mean the type of service supplied to the owner, occupant or tenant of a space or area occupied for the distinct purpose of a dwelling house, rooming house, apartment, other residence, or commercial establishment.
- 2.7 *“Service Stub”* shall mean a service pipe connected to the system and extending to the property line of the Property Owner.
- 2.8 *“Municipal Master Specification”* shall mean the Municipal Water, Sewer and Roads Master Construction Specifications, most recent edition.

### **3.0 GENERAL**

- 3.1 This policy shall apply only in the area or areas of the Town in which water and/or sewage service is provided by Council. Section 130 of the Act empowers the Town to impose a water and sewage tax upon the owners of all real property that is either connected to the system or is capable of being serviced by the system. This mandatory provision applies to all real property including all vacant land that is capable of being serviced.
- 3.2 Council shall not be responsible for any loss or damage from flooding by water occasioned by rains storms, thaws, breakage, or blockage of any water main or sewer, or from any cause over which Council has no control.
- 3.3 No work related to water and/or sewage system repair(s) shall commence prior to submission of an application (which must be signed by the Property Owner/contractor) and supplementary documents to the Town for consideration, and issuance of a Permit.

### **4.0 PROCESS**

- 4.1 The Town is to be notified immediately in all cases of suspected water & sewer service line leaks.
- 4.2 The Town's Water & Sewer staff will perform testing to determine if leak is present in the domestic and/or service system. If conclusive for water line break, the Town will attempt to locate the break. Sewer line break will need to be confirmed by Plumber, at no cost to the Town.
- 4.3 If the break is discovered to be located on the service stub portion of the system, the Town will perform repairs at its own expense. This portion of the system is exclusive to the service main located within the right of way, to the curb stop located near the domestic property boundary.
- 4.4 If the break is discovered to be on the domestic portion of the system, located from the curb stop to the structure/vacant lot, the property owner will be responsible for repair of the break in the system.
- 4.5 If located on the domestic side, the contractor hired to perform repair must apply for a permit before commencing any work on the domestic system. This is to allow proper inspection by Town staff on infrastructure.
- 4.6 If the property owner is unable to perform work due to financial or other reasons within a timeline of 5 business days from discovery and determination of location, the Town must be contacted to advise of inability to perform repair to system. The Town will then

contract the work to be completed, and the property owner will be responsible for repayment of costs associated with this repair, to the Town on an agreed upon monthly payment or other agreed upon schedule. Failure to do so may result in a lien being placed on the property.

- 4.7 Work must be performed in accordance with the Towns Water & Sewer By-Law, as well as the Municipal Master Specification of the current date. This includes appropriate inspections of installation. Failure to comply with the Towns W&S By-Laws, and the Municipal Master Specification may result in financial penalty or loss of service until such time as compliance is reached.

## **5.0 PENALTIES**

- 5.1 Any person(s) found to be in contravention of the above Policy shall also be deemed in contravention of the Towns Water and Sewer By-Law and shall adhere to sections 6, 7 & 8 of that By-Law.

## **6.0 REPEALS**

- 6.1 None.

## **7.0 AMENDMENTS**

- 7.1 June 17th, 2025, Motion # 2025-222.

## **8.0 INITIAL EFFECTIVE DATE / RESOLUTION**

- 8.1 Resolution # 2023-101  
8.2 Effective Date: 18 day of April 2023.



**Carol McDonald, Mayor**



**Claudine Murray, Town Clerk**