
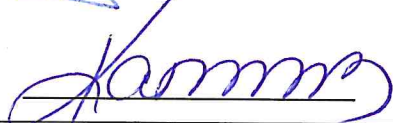




Policy Number UT_02-19	Frozen Water Service Line Policy
Date Oct 1, 2019	Resolution Number 199-19
References Employees	Mayor  CAO 

POLICY: This policy is to prevent and manage interruptions to the supply of municipal water caused by the freezing of water service between private property and the water distribution system.

PURPOSE: Riverdale Municipality recognizes that during prolonged periods of cold winter weather, some underground infrastructure is susceptible to freezing. The purpose of this policy is to:

- Implement proactive measures to prevent the freezing of water services
- To provide timely and effective communications to residents and businesses to advise of the potential for the freezing of water service and actions to mitigate;
- To provide customers whose water service has frozen with timely access to continuous, reliable, safe potable water; and,
- To clarify the policies and procedures regarding water fees reimbursements associates with frozen water lines.

DEFINITIONS:

Municipality: *Shall mean Riverdale Municipality*

Owner: *Shall mean the owner of the property being serviced by the water service line.*

Water Service Line: *Shall mean the service line from the curb stop shut-off valve to the point entering the building being serviced.*



1. GENERAL INFORMATION ABOUT FROZEN WATER SERVICE LINES

Warmer weather after a long period of cold temperature is not necessarily a good thing - a warm/cold cycle can cause the frost to be driven down further, causing pipes to freeze.

If there is an unusual burst of rust from a faucet, it could mean that pipes are at risk of freezing, it is recommended that the line be flushed until the water runs clear and to then leave a steady trickle (the width of a pencil) from the tap to prevent freezing **OR** contact Public Works to have your bypass line turned on. Bypasses are locked and set by public works and are not metred through your house line.

If a property is left empty for any extended period of time (over 24 hours), the lack of water flow may cause the service line to freeze. Ensure that a responsible individual is monitoring the property and provides sufficient water flow on a daily basis to ensure that lines do not freeze.

Low usage of water can also cause service lines to freeze. It is difficult to determine how much water needs to be used to mitigate the risk of freezing as this depends on the geology surrounding the water lines (are they well insulated) and the depth of the line. If the water flow seems to be restricted, it is recommended that a tap be left open allowing a steady trickle of water to flow (the width of a pencil).

2. PROPERTY OWNER RESPONSIBILITIES:

The owner of any commercial, industrial, institutional or residential building shall:

- Keep in good repair and be responsible for the maintenance and repair of the water service line between the building and the street line (property line);
- Maintain adequate heat to premise plumbing to prevent service line freezing;
- Promptly report any actual or suspected frozen service issues to the municipality;
- Permit safe access to their property by municipal staff should service be requested to address frozen service issues;
- Property owner **MUST** ensure a safe and sanitary access to the service line. Municipal staff have the right to refuse work in unsafe conditions.
- Follow instructions and communications provided by the municipality to prevent freeze up or the reoccurrence of freeze up; and,
- If requested, provide continuous running of water to ensure that they have plumbing and drains to accommodate continuous, unattended running of water.
- Owner must ensure adequate clearance around the metre to allow for service
- Access to the metre and line must be provided to Riverdale Public Works staff, including by unaffected neighboring properties that are used to thaw affected



properties.

- Ensure that a responsible adult is checking the property if the residence is left unoccupied.

3. MUNICIPALITY RESPONSIBILITIES:

It is the Municipality's responsibility to do all that is reasonably possible to thaw underground services lines located on Municipal property. For water services, all lines between the water main and the curb stop shut-off valve, including the curb stop shut-off valve, are considered Municipal property and all lines inside the curb stop shut-off valve are considered private property. The Municipality shall:

- Maintain an on-going record of properties whose lines freeze;
- Provide notification to properties which have previously experienced frozen water services to start running a cold water tap or have the bypass turned on to prevent freezing of water service lines;
- Provide notification to the remainder of the municipality if freezing is noted outside of areas which have previously experienced frozen water service lines, to start running a cold water tap to prevent freezing of water service lines;
- Within twenty-four (24) hours of receipt of notification of water freeze up the municipality will visit the property and/or contact the customer.
- For notifications of freeze up received beyond normal working hours, including weekends and holidays, the caller is to be advised that municipal staff will visit the property during the hours of 8:00am and 8:00pm or within twelve (12) hours of receipt of call.
- After-Hours Calls: Service calls will conclude for the evening at 8:00pm, and resume the following day at 8:00am.
- Municipal staff will make recommendations to the property owner and document these on a site-specific basis. Such recommendations could include that the customer contact a plumber to thaw the line.
- If the freeze up is a result of conditions or circumstances on private property, such as extended absence from the property or very low water consumption, the cost to thaw the line will be borne by the customer.
- If it is determined that municipal piping contributed to the freeze up the municipality will be responsible for the costs to thaw the frozen water service.

- In the event that the water service lines cannot be thawed using mechanical equipment, the municipality will attempt to make arrangements to install a temporary line from a neighbouring property or hydrant.
- Properties that have been thawed once and refreeze will be revisited after all other properties have been thawed. If it is determined that the customer did not follow instructions to leave their water running to prevent frozen pipes, the property owner may be charged associated costs for thawing the water service a second time.
- The municipality reserves the right to not install a temporary service if providing the service is not technically feasible.
- Municipal staff will make every effort to keep any water backing up from the thawing process to a minimum and make every effort to clean residue left from the thawing process. Final cleaning will be the responsibility of the property owner.

4. WATER SERVICE BILLING ADJUSTMENTS

The following procedures will be applied to customers affected by frozen service:

- Customers that have been instructed to run water to prevent freeze up based upon a predetermined list of property (the potential freeze up list) that have shallow water service and potential water freeze up on municipal property will have their water/sewer billings adjusted based on average historical consumption from the previous year's billing period.
- Where it has been determined the freeze up is a result of frozen municipal piping, customers requested to run water will have their water/sewer billings adjusted based on the average historical consumption for the previous year's billing period.
- The maintenance fee for water/sewer billings will apply to all properties, regardless of whether they receive a temporary alternative supply of water or not.
- Customers who choose to run water either on their own initiative or as a result of a municipal notice "RECOMMENDING that property owners consider running water continuously to prevent potential freeze up" will not be provided with any water/sewer billing adjustments.
- Customers who have supplied water through a temporary service line to a neighbour property will have their water/sewer billings adjusted based on the average historical consumption for the previous year's billing period.
- Customers being supplied with water through a temporary service line from a neighbouring property will have their water/sewer billings adjusted based on the average historical consumption for the previous year's billing period.



5. MUNICIPALITY WILL NOT BE RESPONSIBLE FOR:

- Providing municipal staff or contractors to thaw the frozen water lines.
- Payment of home-based energy costs for customers instructed to, or voluntarily, apply heat to exposed plumbing to solve or prevent service line freezing.
- Any damages caused to service lines or interior plumbing lines due to the line freezing.
- Any damages caused to the interior of the building during the process of thawing the lines.



APPENDIX "A"

Fee Schedule

Initial Call for frozen water line (bypass turned on where applicable, instruction for prevention provided)	\$0.00
Second Call out for frozen water line (bypass on)	\$0.00
Second Call out for frozen water line (bypass turned off by property owner/ prevention instruction not followed)	\$150.00 /hr min \$100/hr thereafter
Third & Subsequent Call out for frozen water line Service will be provided when all other calls are complete	\$250.00/hr min \$100/h thereafter



APPENDIX "B"

WAIVER

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT
(Frozen Water Lines)

I, _____ ("Owner), am the owner of the residence located at
_____ (Property Address), Rivers, Manitoba (the "Property").

As a result of cold weather conditions, the water lines (the "Lines") located on the Property have frozen. I have requested the Utilities Department of Riverdale Municipality (the "Municipality") for help in thawing the Lines. I understand that the repair or thawing of the Lines is NOT the responsibility or obligation of the Riverdale Municipality (the "Municipality").

I have, however, requested help from the Municipality to thaw the Lines. THE PURPOSE OF THIS WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT IS TO ASSURE THE MUNICIPALITY THAT IT WILL NOT BE HELD RESPONSIBLE FOR ANY DAMAGE, DIRECT OR INDIRECT, THAT I, THE PROPERTY OR ITS CONTENTS MAY INCUR, NOW OR IN THE FUTURE AS A RESULT OF THE WORK THE MUNICIPALITY PERFORMS ON THE PROPERTY IN THE COURSE OF ATTEMPTING TO THAW THE LINES.

I ACKNOWLEDGE that the process or procedure to be used by the Municipality to attempt to thaw the lines, which may include the use of _____ (*name of equipment used*), involves risk of damage to the Property, and that the Municipality does not assure me or make any representations to me that damage will not occur to the Property or its contents as a result of the process or procedure used to attempt to thaw the lines. The risks involved in the process or procedures that the Municipality may use to attempt to thaw the lines include, but are not limited to, fire losses and claims for damage of any kind to buildings, appliances, electronics, etc.

I hereby represent that I am willing to accept all such risks, and to protect the Municipality from such claims that may be made by me or others.



I FURTHER ACKNOWLEDGE that the Municipality will not assist in the thawing of the Lines unless this WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT is signed by me and delivered to the Municipality prior to the Municipality performing any such work on the Property.

IN CONSIDERATION for help from the Municipality to thaw the lines on the Property, I agree as follows:

I HEREBY RELEASE the Municipality, it's employees, officials and agents from any and all claims for damages that I or the Property or its contents may sustain or incur now or in the future as a direct or indirect result of the Municipality's attempt to thaw the lines, and I hereby waive any right of claim I may have, now or in the future, against the Municipality, its employees, officials and agents as a result of any such damage that may result from that attempt.

I AGREE that neither I nor any other owner of the Property or its contents will make a claim, sue, or otherwise assert rights against the Municipality, its employees, officials or agents for damages claimed to have resulted from the Municipality's attempt to thaw the lines.

I AGREE TO DEFEND AND HOLD HARMLESS the Municipality, its employees, officials and agents from all claims, suits, judgments, damages, losses and expenses, including reasonable legal fees and costs arising in whole or in part from the work performed by the Municipality in its attempt to thaw the lines. This waiver of liability does not waive liability for any injuries that I obtain as the result of willful, wanton or intentional misconduct by the Municipality or any person acting on behalf of the Municipality.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A LEGALLY BINDING RELEASE OF LIABILITY AND HOLD HARMLESS AND I SIGN IT OF MY OWN FREE WILL. I HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

SIGNATURE OF OWNER: _____

Date of Signature: _____



Policy Statement

1. The Municipality will provide a service of thawing frozen service laterals to owner occupied residences, owner-occupied residential condominiums and owner-occupied co-operative housing. Except as outlined elsewhere in this Policy for Municipality-owned rental or non-profit housing, the Municipality will not provide a thawing service for any other class of property.
2. The Municipality will thaw external water service lines only, not frozen plumbing inside the residence.
3. The Municipality will respond to calls in order of complaints received.
4. Calls received during regular working hours shall be responded to as resources permit. Calls received after regular working hours will be responded to within twelve hours of receipt of the call, or as soon as possible after twelve hours of receipt of the call in the event that other emergencies tie up resources and make it impossible to deal with the thawing request.
5. If a crew is already out on overtime basis when a request to thaw a service line is received, the crew will respond prior to going home, unless it is likely that the work will keep the crew out past midnight.
6. There will be no charge to the resident if the property can be thawed without digging, and if it is the first occurrence of the season for the property. A charge of a fee as set by Council, payable in advance, will be made for subsequent thawing services within a single season.
7. Provincially-owned rental or non-profit housing units will be afforded the same thawing service as 'owner occupied residences', except that the Department of Building and Property Management will be charged for the full cost of the service. The Department of Building and Property Management are free to employ the services of an outside contractor, if they view the wait is too long for their tenants.
8. The Municipality will use hot water or steam in its thawing operations. The use of electric pipe thawing machines or welding machines is strictly prohibited, and persons using same will be held liable for any damage caused
9. The Municipality reserves the right to deviate from this policy at any time if deemed to be in the best interests of the Municipality and its residents based on safety, political and economic considerations. Any deviation and the reason for the deviation shall be documented in writing.