

Attachment F
Policy Concerning Existing Facility Removal and Replacement
for
Sanitary Sewer Cleaning & Televising & Rehabilitation
in
Fort Bend County Municipal Utility District No. 142
Board Approved: September 14, 2023

Fort Bend County Municipal Utility District No. 142 (“FBCMUD 142”) is proceeding with a sanitary sewer cleaning and televising project to gauge the conditions of the aging sanitary sewer collection system infrastructure. In order for FBCMUD 142’s contractor to televise the sanitary sewer collection system, it will require access within the public easements located generally in the front yard along the street and/or in the back yard along the property line. Below is FBCMUD 142’s Policy on the removal and replacement of those existing facilities located within the utility easements. FBCMUD 142 is not legally required to replace any existing facilities located within the utility easements.

Fences: If a fence exists within an area where FBCMUD 142’s contractor needs to make a point repair, FBCMUD 142’s contractor will notify the resident in advance to allow the resident to secure all pets. FBCMUD 142’s contractor will remove and replace (where economically reasonable) those sections of fence necessary to make the repair. FBCMUD 142’s contractor will reuse pieces of the existing fence, where possible. If FBCMUD 142’s contractor finds the fence in such poor condition that the entire fence needs to be replaced, the contractor will only be responsible for removal and replacement of the portion of fencing where the point repair is to occur and the resident will be notified. If the contractor needs to leave the fence down for an extended period of time, temporary fencing will be installed. FBCMUD 142’s contractor may need to remove the gate on the resident’s fence to allow equipment and materials to be delivered to the location of the point repair. If the resident’s gate needs to be removed, FBCMUD 142’s contractor will replace, to the extent reasonably possible, the gate to existing condition and provide temporary fencing during construction.

Pets: Residents are responsible for securing or making arrangements for all pets in backyards. FBCMUD 142’s contractor will hang door hangers 48-72 hours in advance of needing access or performing work in a resident’s yard.

Grass: Grass that is disturbed during construction will be replaced with the same type of grass and to preconstruction condition by FBCMUD 142’s contractor. It will be the resident’s responsibility to water and promote healthy growing conditions. The contractor will not replace grass until two (2) weeks after the repair to the sanitary sewer pipe has been completed to allow for settlement.

Plants: If a plant exists within an area where FBCMUD 142’s contractor needs to make a point repair, the plant will be removed. FBCMUD 142 will not provide the resident with a replacement plant.

Gardens: If a garden exists within an area where FBCMUD 142’s contractor needs to make a point repair, the garden will be removed. FBCMUD 142 will not provide the resident with a replacement garden.

Shrubs: If a shrub exists within an area where FBCMUD 142's contractor needs to make a point repair, it will be the resident's responsibility to remove the shrub. The resident will be notified whether a shrub is in conflict and the resident will have two (2) weeks to remove the shrub. If the shrub is not removed within two (2) weeks, FBCMUD 142's contractor will remove the shrub and the resident will be responsible for all costs incurred by FBCMUD 142 for the removal of the shrub.

Trees: If a tree exists within an area where FBCMUD 142's contractor needs to make a point repair, it will be the resident's responsibility to remove the tree. The resident will be notified whether a tree is in conflict and the resident will have two (2) weeks to remove the tree. If the tree is not removed within two (2) weeks, FBCMUD 142's contractor will remove the tree and the resident will be responsible for all costs incurred by FBCMUD 142 for the removal of the tree.

Sprinklers: If a sprinkler system exists within an area where FBCMUD 142's contractor needs to make a point repair, FBCMUD 142's contractor will have a licensed irrigator remove and replace the sprinkler system in the area of work, to preconstruction conditions.

Decks: If a deck exists within an area where FBCMUD 142's contractor needs to make a point repair, it will be the resident's responsibility to remove the deck. This policy is for all types of decks including but not limited to decks constructed of wood, concrete, and brick. The resident will be notified whether a deck is in conflict and will have two (2) weeks to remove the deck. If the deck is not removed within two (2) weeks, FBCMUD 142's contractor will remove the deck and the resident will be responsible for all costs incurred by FBCMUD 142 for the removal of the deck.

Storage Sheds: If a storage shed exists within an area where FBCMUD 142's contractor needs to make a point repair, it will be the resident's responsibility to relocate the shed. The resident will be notified whether a shed is in conflict and the resident will have two (2) weeks to relocate the shed. If the shed is not removed within two (2) weeks, FBCMUD 142's contractor will relocate the shed and its contents and the resident will be responsible for all costs incurred by FBCMUD 142 for the relocation of the shed. If the shed or the shed's contents are damaged in the relocation by FBCMUD 142's contractor, FBCMUD 142 will not be responsible for the repair of the shed or any of its contents.

Sidewalks: If a sidewalk exists within an area where FBCMUD 142's contractor needs to make a point repair, FBCMUD 142's contractor will remove and replace the sidewalk to the nearest joint, to preconstruction condition.

Driveways: If a driveway exists within an area where FBCMUD 142's contractor needs to make a point repair, FBCMUD 142's contractor will remove and replace the driveway to the nearest joint, to preconstruction condition.

Ponds: If a pond exists within an area where FBCMUD 142's contractor needs to make a point repair, it will be the resident's responsibility to remove the pond. The resident will be notified whether a pond is in conflict and will have two (2) weeks to remove the pond. If the pond is not removed within two (2) weeks, FBCMUD 142's contractor will remove the pond and the resident will be responsible for all costs incurred by FBCMUD 142 for the removal of the pond.

Pools: If a pool exists within an area where FBCMUD 142's contractor needs to make a point repair, FBCMUD 142 will use commercially reasonable efforts to not damage the pool. If FBCMUD 142's contractor cannot make the point repair without damaging the pool, it will be the resident's responsibility to remove the area of the pool that is within the utility easement. The resident will be notified whether a pool is in conflict and the resident will have two (2) weeks to remove the conflicting area of the pool. If the pool is not removed within two (2) weeks, FBCMUD 142's contractor will remove the conflicting area of the pool and the resident will be responsible for all costs incurred by FBCMUD 142 for the removal of the conflicting area of the pool. FBCMUD 142 shall not be responsible for the repair of any portion of the pool which is damaged as a result of the point repair and where a portion of the pool is located within the utility easement.

Improper Tie-Ins: If FBCMUD 142 identifies improper tie-ins including but not limited to roof drains or yard drains tied into the FBCMUD 142's sanitary sewer system, the contractor will remove the improper tie-in and the resident will be responsible for all costs incurred by FBCMUD 142 for the removal. The resident will also be responsible for properly connecting any such drains to the public storm sewer system upon receiving approvals from Fort Bend County.

Alternate Construction Methods: If FBCMUD 142 decides to use a different construction method than the proposed method due to either an uncooperative resident/customer or inability to relocate an obstruction, the resident/customer will be responsible for the additional costs incurred by FBCMUD 142 for the alternate construction method.

All Other Obstructions Not Mentioned Above: If FBCMUD 142 identifies any other obstructions not mentioned above, FBCMUD 142's contractor will make every reasonable attempt to relocate the obstruction in order to perform the repair. FBCMUD 142's contractor will not be responsible for relocating the obstruction back to its original condition.

Statement of Purpose: This Policy presents the general guidelines set forth by the Board of Directors of FBCMUD 142 for the conduct concerning existing facility removal and replacement for sanitary sewer cleaning and televising and rehabilitation work performed by and in FBCMUD 142. Notwithstanding anything in this Policy to the contrary, the Board of Directors of FBCMUD 142 reserves the right to, in accordance with the laws of the State of Texas governing FBCMUD 142: (i) amend, revise, or restate this policy at any time, and (ii) review and address any matter related to this Policy on a case-by-case basis, including taking specific actions which may be deemed to be advisable by the Board of Directors even if such specific actions are contrary to the general guidelines set forth in this Policy.