

**Policy Concerning Existing Facility Removal and Replacement
for
Sanitary Sewer Rehabilitation
in
Kleinwood Municipal Utility District
April 23, 2020**

Kleinwood Municipal Utility District ("Kleinwood") is proceeding with a sanitary sewer rehabilitation project to rehabilitate the aging sanitary sewer collection system infrastructure. In order for Kleinwood's contractor to make some repairs, it will require excavation 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 Kleinwood's Policy on the removal and replacement of those existing facilities located within the utility easements. Kleinwood is not legally required to replace any existing facilities located within the utility easements.

VariANCES: If the property owner or resident requests variances to this policy, it is up to the owner to contact the district engineer (Jones|Carter) by email or letter. If there are any additional costs associated with the owner's request, the responsibility of these costs will be discussed on an as-needed basis.

FENCES: If a fence exists within an area where Kleinwood's contractor needs to make a point repair, Kleinwood's contractor will notify the resident in advance to allow the resident to secure all pets. If an invisible or underground fence exists on the property, the owner of the property will notify Kleinwood's engineer and the necessary arrangements will be made. Kleinwood's contractor will remove and replace (where economically reasonable) those sections of fence necessary to make the repair. Kleinwood's contractor will reuse pieces of the existing fence, where possible. If Kleinwood'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 at the end of each day. Kleinwood'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, Kleinwood's contractor will replace, to the extent reasonably possible, the gate to existing condition and provide temporary fencing during construction. The temporary fencing will be installed on the same day as the removal of the original fence. The permanent replacement will occur within a reasonable period of time once the property is no longer needed for repairs.

PETS: Residents are responsible for securing or making arrangements for all pets in backyards. Kleinwood'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 substantially to preconstruction conditions by Kleinwood's contractor. It will be the resident's responsibility to water and promote healthy growing conditions. The contractor will not replace grass until a reasonable period of time after the repair to the sanitary sewer pipe has been completed to allow for settlement.

Plants: If and part of a plant exists within an easement or street area where a Kleinwood contractor needs to do work or get access, and if it interferes with the work or access, Kleinwood will cause notice to be given to the resident or owner a reasonable time before the work or access is scheduled. The owner or resident may have the plant moved, pruned, adjusted or removed to eliminate the interference, at the owner or resident's expense, but that must be done in time to avoid delaying the work or access. Otherwise, the Kleinwood contractor will: (1) move, prune, or adjust it, if it is feasible to do so without significant cost or delay, or (2) remove it, in which case the owner must reimburse Kleinwood for the cost, if any (see note below). If it is removed, the owner may decide whether to have the contractor replace it with the standard sod, or not. Any other replacement is the responsibility of the owner, at its expense. (Note: Kleinwood pays the contractor for required removals – they are included in the contract process—so the owner is responsible for reimbursing Kleinwood for the cost of removal, as determined by the Engineer.)

Gardens (including flower beds): If any part of a garden exists within an easement or street area where a Kleinwood contractor needs to do work or get access, and if it interferes with the work or access, the owner or resident may have the garden modified or removed to eliminate the interference, at the owner or resident's expense, but that must be done in time to avoid delaying the work or access. Otherwise, the Kleinwood contractor will: (1) modify it, if it is feasible to do so without significant cost or delay, or (2) remove it, in which case the owner must reimburse Kleinwood for the cost (see note below). If it is removed, the owner may decide whether to have the contractor replace it with standard sod, or not. Any other replacement is the responsibility of the owner, at its expense. (Note: Kleinwood pays the contractor for required removals—they are included in the contract prices--so the owner is responsible for reimbursing Kleinwood for the cost of removal, as determined by the Engineer.)

Shrubs: If any part of a shrub exists within an easement or street area where a Kleinwood contractor needs to do work or get access, and if it interferes with the work or access, Kleinwood will cause notice to be given to the resident or owner a reasonable time before the work or access is scheduled. The owner or resident may have the shrub moved, pruned, adjusted or removed to eliminate the interference, at the owner or resident's expense, but that must be done in time to avoid delaying the work or access. Otherwise, the Kleinwood contractor will: (1) move, prune or adjust it, if it is feasible to do so without significant cost or delay, or (2) remove it, in which case the owner must reimburse Kleinwood for the cost, if any (see note below). If it is removed, the owner may decide whether to have the contractor replace it with standard sod, or not. Any other replacement is the responsibility of the owner, at its expense. (Note: Kleinwood pays the contractor for required removals—they are included in the contract prices--so the owner is responsible for reimbursing Kleinwood for the cost of removal, as determined by the Engineer.)

Trees: If any part of a tree exists within an easement or street area where a Kleinwood contractor needs to do work or get access, and if it interferes with the work or access, Kleinwood will cause notice to be given to the resident or owner a reasonable time before the work or access is scheduled. The owner or resident may have the tree moved, pruned, adjusted or removed to eliminate the interference, at the owner or resident's expense, but that must be done in time to avoid delaying the work or access. Otherwise, the Kleinwood contractor will: (1) move, prune or adjust it, if it is feasible to do so without significant cost or delay, or (2) remove it, in which case the owner must reimburse Kleinwood for the cost, if any (see note below). If it is removed, the owner may decide whether to have the contractor replace it with standard sod, or not. Any other replacement is the responsibility of the owner, at its expense. (Note: Kleinwood pays the contractor for required removals—they are included in the contract prices--so the owner is responsible for reimbursing Kleinwood for the cost of removal, as determined by the Engineer.)

Sprinklers: If a sprinkler system exists within an easement or street area where Kleinwood's contractor needs to do work or get access, and it interferes with the work or access, Kleinwood's contractor will have a licensed irrigator adjust or remove and replace the sprinkler system in the area of work, substantially to preconstruction conditions.

Decks, Patios, Etc.: If any part of a deck or patio exists within an easement or street area where a Kleinwood contractor needs to do work or get access, and if it interferes with the work or access, Kleinwood will cause notice to be given to the resident or owner a reasonable time before the work or access is scheduled. The owner or resident may have the deck or patio modified or removed to eliminate the interference, at the owner or resident's expense, but that must be done in time to avoid delaying the work or access. Otherwise, the Kleinwood contractor will: (1) modify it, if it is feasible to do so without significant cost or delay, or (2) remove it, in which case the owner must reimburse Kleinwood for the cost, if any (see note below). If it is removed, the owner may decide whether to have the contractor replace it with standard sod, or not. Any other replacement is the responsibility of the owner, at its expense. (Note: Kleinwood pays the contractor for required removals—they are included in the contract prices--so the owner is responsible for reimbursing Kleinwood for the cost of removal, as determined by the Engineer.) This policy is for all types of decks and patios including but not limited to decks and patios constructed of wood, concrete, or brick.

Storage Sheds, Doll Houses, Etc.: If a storage shed, doll house or similar structure exists within an easement or street area where a Kleinwood contractor needs to do work or get access, and if it interferes with the work or access, Kleinwood will cause notice to be given to the resident or owner a reasonable time before the work or access is scheduled. The owner or resident may have the structure moved, modified or removed to eliminate the interference, at the owner or resident's expense, but that must be done in time to avoid delaying the work or access. Otherwise, the Kleinwood contractor will: (1) move or modify it, if it is feasible to do so without significant cost or delay, or (2) remove it (including any contents), in which case the owner must reimburse Kleinwood for the cost, if any (see note below). If it is removed, the owner may decide whether to have the contractor replace it with standard sod, or not. Any other replacement is the responsibility of the owner, at its expense. (Note: Kleinwood pays the contractor for required removals—they are included in the contract prices--so the owner is responsible for reimbursing Kleinwood for the cost of removal, as determined by the Engineer.)

Sidewalks: If a sidewalk exists within an easement or street area where Kleinwood's contractor needs to do work or get access, and if it interferes with the work or access, Kleinwood's contractor will remove and replace the sidewalk to the nearest joint, substantially to preconstruction conditions, but using standard concrete in lieu of any other material.

Driveways: If a driveway exists within an easement or street area where Kleinwood's contractor needs to do work or get access, and if it interferes with the work or access, Kleinwood's contractor will remove and replace the driveway to the nearest joint, substantially to preconstruction conditions, but using standard concrete in lieu of any other material. If the owner wishes to have the driveway replaced with concrete that has pebble finish or coloring, the owner may request that Kleinwood have the contractor do so, by notifying the Engineer a reasonable time before the replacement is made. The request must be accompanied by payment for the incremental cost to be incurred by Kleinwood, as determined by the Engineer. Neither Kleinwood nor its contract can guarantee that new material will match existing material exactly.

Ponds: If any part of a pond exists within an easement or street area where a Kleinwood contractor needs to do work or get access, and if it interferes with the work or access, Kleinwood will cause notice to be given to the resident or owner a reasonable time before the work or access is scheduled. The owner or resident may have the pond modified or removed to eliminate the interference, at the owner or resident's expense, but that must be done in time to avoid delaying the work or access. Otherwise, the Kleinwood contractor will: (1) modify it, if it is feasible to do so without significant cost or delay, or (2) remove it, in which case the owner must reimburse Kleinwood for the cost, if any (see note below). If it is removed, the owner may decide whether to have the contractor replace it with standard sod, or not. Any other replacement is the responsibility of the owner, at its expense. (Note: Kleinwood pays the contractor for required removals—they are included in the contract prices--so the owner is responsible for reimbursing Kleinwood for the cost of removal, as determined by the Engineer.)

Pools (including fixed spas): If any part of a pool exists within an easement or street area where a Kleinwood contractor needs to do work or get access, and if it interferes with the work or access—such that damage to the pool cannot be avoided by commercially-reasonable efforts-- Kleinwood will cause notice to be given to the resident or owner a reasonable time before the work or access is scheduled. The owner or resident may have the pool modified or removed to eliminate the interference, at the owner or resident's expense, but that must be done in time to avoid delaying the work or access. Otherwise, the Kleinwood contractor will: (1) modify the pool, if it is feasible to do so without significant cost or delay, or (2) remove it, in which case the owner must reimburse Kleinwood for the cost (see note below). If it is removed, the owner may decide whether to have the contractor replace it with standard sod, or not. Any other replacement is the responsibility of the owner, at its expense. (Note: Kleinwood pays the contractor for required removals—they are included in the contract prices--so the owner is responsible for reimbursing Kleinwood for the cost of removal, as determined by the Engineer.)

Improper Tie-Ins: If Kleinwood identifies improper tie-ins including but not limited to roof drains or yard drains tied into the District's sanitary sewer system, the contractor will remove the improper tie-in at the owner's expense. (Note: Kleinwood pays the contractor for required removals—they are included in the contract prices--so the owner is responsible for reimbursing Kleinwood for the cost of removal, as determined by the Engineer.)

All Other Obstructions Not Mentioned Above: If any other obstruction exists within an easement or street area where a Kleinwood contractor needs to do work or get access, and if it interferes with the work or access—such that it cannot reasonably be avoided or worked around-- Kleinwood will cause notice to be given to the resident or owner a reasonable time before the work or access is scheduled. The owner or resident may have the obstruction modified or removed to eliminate the interference, at the owner or resident's expense, but that must be done in time to avoid delaying the work or access. Otherwise, the Kleinwood contractor will: (1) modify the obstruction, if it is feasible to do so without significant cost or delay, or (2) remove it, in which case the owner must reimburse Kleinwood for the cost (see note below). If it is removed, the owner may decide whether to have the contractor replace it with standard sod, or not. Any other replacement is the responsibility of the owner, at its expense. (Note: Kleinwood pays the contractor for required removals—they are included in the contract prices--so the owner is responsible for reimbursing Kleinwood for the cost of removal, as determined by the Engineer.)

EFFECT OF POLICY; ADMINISTRATIVE REMEDIES; ETC. Nothing in this POLICY should be considered a final order or decision by the District, but instead, an affected property owner may request: (1) an interpretation of anything in this POLICY, (2) approval of an alternative construction design or method, (3) a variance from this POLICY, and (4) an amendment of this POLICY. Each request must be submitted to the Engineer (Jeffrey Bishop, P.E.) by email to jbishop@jonescarter.com or by letter addressed to Jeffrey Bishop, P.E., Jones & Carter, Inc., 1575 Sawdust Road, Suite 400, The Woodlands, Texas 77380-4241.

The Engineer is authorized to approve a request, approve it with conditions or deny it. Exceptions: The Engineer is not authorized to approve a request that would significantly increase cost to the District or significantly change a contractor's work on a project, and is not authorized to approve an amendment to the POLICY; instead, the Engineer must refer those requests to the Board of the District. If the Engineer does not act on a request within 21 days following the day it is received, the lack of action is considered denial.

An affected property owner may appeal any denial (and any approval with conditions) to the Board of the District by notifying the Engineer by email or letter, as provided above. If a hearing on a referral or appeal is requested, the Board must provide it, including an opportunity to appear in person or by representative and to present documents, photographs and other evidence. The Board must act on each referred request and appeal within a reasonable time, by approving it, approving it with conditions or denying it. The Board may modify any action taken by the Engineer on a request.

The action on each request must be fair, feasible and reasonable, taking into account: (1) when and how the existing facilities or conditions began, and who caused them; (2) property rights, including easement rights; (3) costs and alternative approaches; (4) age, condition and value of the existing facilities and other properties; (5) any special conditions or hardships; and (6) customary and equitable reconciliations of burdens and benefits relating to uses of utility and street areas. If action on a request would significantly change a contractor's scope of work or cost, the action is not effective until an appropriate change order is issued to cover the changes. The Engineer or Board may grant a request with conditions designed to reduce disruption, delay, costs, etc. Conditions may require that an affected owner, purchaser or occupant of the property bear all or part of any increase in costs incurred by the District, including any change order costs.

In addition to the administrative remedies mentioned above, any person aggrieved by this POLICY or any action taken (or not taken) under this POLICY may: (1) respond directly to the Engineer or Board, or both; (2) appear before the Board during a meeting, and (3) apply to the Texas Commission on Environmental Quality for orders and other relief, as may be allowed by the Texas Water Code.

Neither this POLICY nor any action taken (or not taken) under this POLICY excuses any violations or failures to comply with applicable laws, ordinances, rules or regulations. Violation or failure to comply with District rules or regulations shall be grounds for suspending or withholding approvals, connections and water/sewer service and disconnection of any connections made without proper authorization or otherwise in violation or non-compliance with District rules and regulations. Other remedies and sanctions may also apply.