

CenterPoint Energy Houston Electric, LLC
Applicable: Entire Service Area

CNP 8038

6.3 AGREEMENTS AND FORMS

6.3.1 FACILITIES EXTENSION AGREEMENT

This Facilities Extension Agreement is entered into by and between Fort Bend County, herein called "Retail Customer" and CenterPoint Energy Houston Electric, LLC, herein called "Company" (hereinafter referred to as Agreement) for the construction, extension, installation, modification, repair, upgrade, conversion, relocation, de-energization or removal of Company's Delivery System, including temporary facilities (hereinafter referred to as facilities extension or extension), as described herein.

This Agreement covers the facilities extension to Retail Customer location at 18050 Westheimer Pkwy

The Company agrees to accept payment of \$ 10,255 Dollars to be paid by the Retail Customer, as a Non-Refundable Construction Payment in connection with the Retail Customer request to extend Company facilities to the above described location as follows: The installation of power poles to desired location and easements. See sketch.

In consideration of said Non-Refundable Payment, to be paid to Company by Retail Customer prior to commencement of construction, Company agrees to install and operate lines and equipment necessary to distribute electric service to the identified location under the following General Conditions:

- Company shall at all times have title to and complete ownership and control over facilities installed by Company.
- Retail Customer must make satisfactory payment arrangements (if payment is required to extend Company facilities) and sign and return this Agreement before Company can proceed with the requested extension.
- Extension of service facilities is contingent on acquisition of all necessary easements and rights of way

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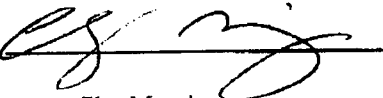
CNP 8038

Nothing herein contained within this Agreement shall be construed as a waiver or relinquishment by Company of any right that it has or may hereafter have to discontinue service for or on account of default in the payment of any bill owing or to become owing thereafter for any other reason or cause stated in Company's Tariff.

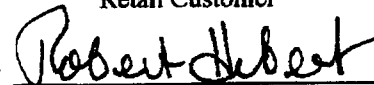
This Agreement shall not be binding upon Company unless and until it is signed by an authorized representative of the Company.

CenterPoint Energy Houston Electric, LLC

By

Clay Monzingo
(name printed or typed)Title Service ConsultantDate 10-07-2010Fort Bend CountyRetail Customer

By

Robert Hebert

(name printed or typed)

Title County JudgeDate 11-22-2010



SERVICE OUTLET LOCATION AND DATA STATEMENT FOR ELECTRIC SERVICE

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CUSTOMER Fort Bend County	DAY PHONE
SERVICE ADDRESS 18050 Westheimer Pkwy	EVENING PHONE
MAILING ADDRESS	PAGER
ELECTRICIAN	CELL PHONE

Dear Customer,

CenterPoint Energy Houston Electric, LLC is grateful to meet with you on, 10/08/2010 to discuss the requirements needed to provide you electric service. DATE

<ul style="list-style-type: none">CenterPoint Energy Construction Required? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NOThe following steps must be complete prior to construction:<ul style="list-style-type: none"><input checked="" type="checkbox"/> Pay any up-front contributions for non-standard service \$ <u>8,855.00</u><input checked="" type="checkbox"/> Clear trees along extension route<input checked="" type="checkbox"/> Easement charges \$ <u>1,400.00</u><input type="checkbox"/> Easement execution	To begin the process we request that you provide the following information: <ul style="list-style-type: none"><input type="checkbox"/> Site Plan and Elevation Plan: Hard Copies<input type="checkbox"/> Site Plan: Electronic Copy with XY Coordinates<input type="checkbox"/> One Line Diagram<input type="checkbox"/> Load Analysis<input type="checkbox"/> Easements Required-Recorded Warranty Deed Required<input type="checkbox"/> Specifications on Modular Metering Enclosure.
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The following steps must be completed prior to meter installation:

YES	NO
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>

CenterPoint Energy Houston Electric, LLC's target completion date to provide your construction requirements, per the working sketch, is a mutually agreed upon negotiated date by CenterPoint Energy and customer. *Please be aware our ability to meet the target completion date may be affected by weather, availability of construction crews and materials, ability to secure easements, and timely completion of your requirements (see above).*

We appreciate the opportunity to do business with you and look forward to the successful completion of this project. Your signature below insures that both parties understand the requirements toward completion that will allow you electrical service. Thanks for your cooperation in this matter.

Sincerely,

Service Consultant

SERVICE CONSULTANT Clay Monzingo	PHONE NUMBER (281) 391-5150
ADDRESS PO Box 7, Katy, TX 77492	
E-MAIL ADDRESS clay.monzingo@centerpointenergy.com	
CUSTOMER'S SIGNATURE 	
CUSTOMER'S PRINTED NAME Robert E. Hebert	DATE 2/7/2011

County Judge

YES	NO
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>

APPLICABLE FORMS

- ☐ Power Quality
- ☐ Primary Meter
- ☐ Motor Start
- ☐ Emergency Generation
- ☐ Distributed Generation
- ☐ Major UG Checklist



GENERAL SERVICE		SERVICE TYPE
<input type="checkbox"/> 1Ø 3W 120/208 <input type="checkbox"/> 1Ø 3W 120/240 <input type="checkbox"/> 3Ø 4W Δ 240V <input type="checkbox"/> 3Ø 4W Y 120/208V <input checked="" type="checkbox"/> 3Ø 4W Y 277/480V* <input type="checkbox"/> 3Ø 3W Δ 480V* <input type="checkbox"/> Primary Metering Job <input type="checkbox"/> Major UG Job <input type="checkbox"/> Other: (Explain) _____		FT ² _____ <input type="checkbox"/> All Electric <input type="checkbox"/> Gas & Electric Size Wire Pulled _____ Cust's Load 1 Ø _____ + 3Ø 166 = 166 Total KVA Fault Current: Initial 15,900 Ultimate 85,900 Amperes RMS Symmetrical at 277/480 Volts
CT CAN TYPE	CONDUITS ON POLE	For Information Regarding: CenterPoint Energy service standards visit www.centerpointenergy.com/electricservicestandards or For Gas service call (713) 659-2111
<input checked="" type="checkbox"/> 320 Amp (self contained) <input type="checkbox"/> 30 X 42 <input type="checkbox"/> Bus Head Outdoor <input type="checkbox"/> Bus Head with CT Can <input type="checkbox"/> Stainless Steel Rack <input type="checkbox"/> Primary Job	Size of Conduit <u>Max: 3-4"</u> No. of Conduits <u>or 4-3".</u>	

COMMENTS OR NOTES

Meter to be accessible at all times.

Customer to adhere to all CNP/NESC standards and any other applicable requirements.

CNP to hang 277/480V transformer bank. Customer to conduit up CNP pole.

ILLUSTRATION

See attached sketch.

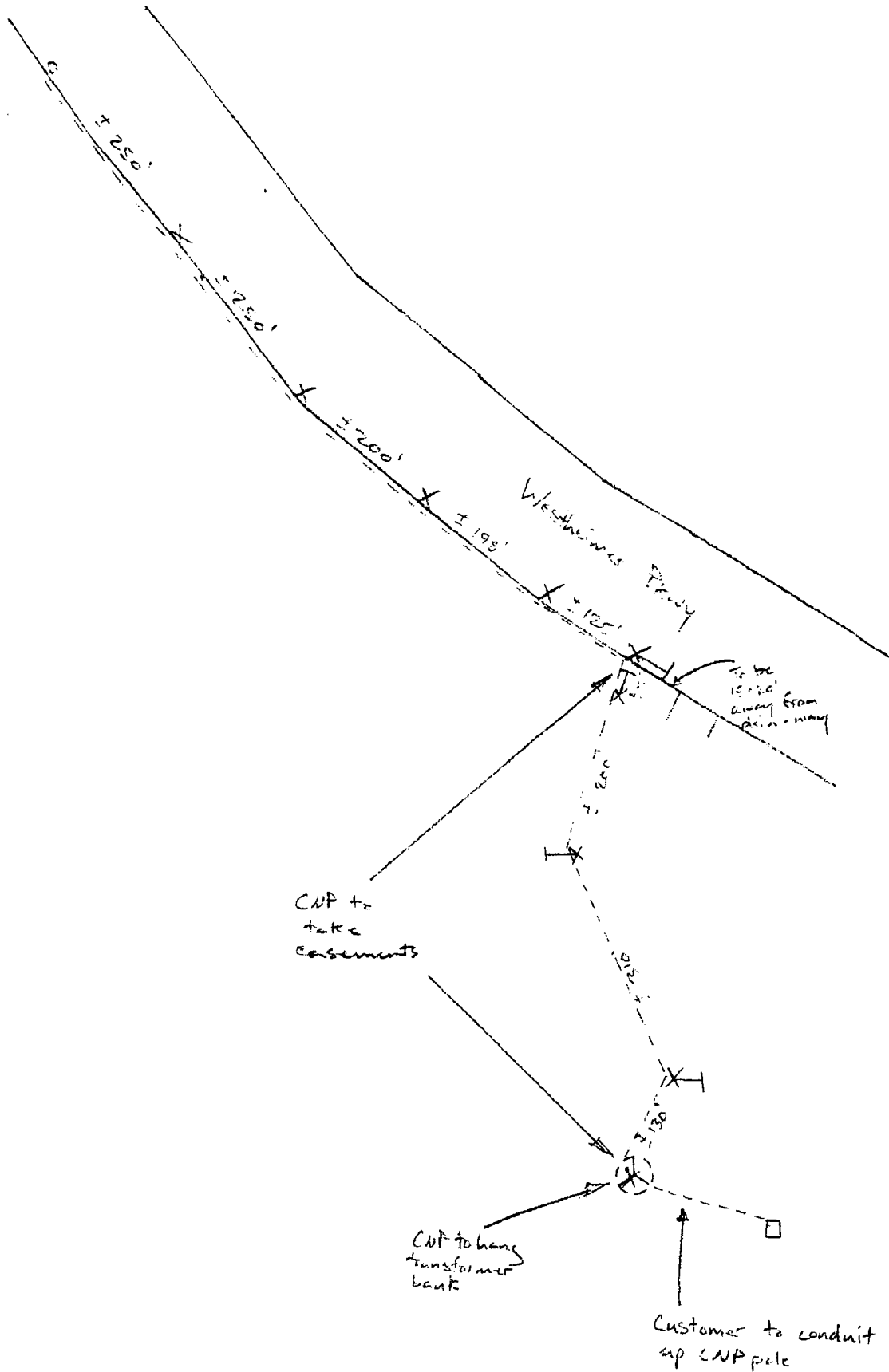
LEGEND

X Proposed Pole

O Existing Pole

☐ Meter Pole

---- Proposed Wire



**TEXAS LAW AN ACT
TEXAS HEALTH AND SAFETY CODE TITLE 9**

CHAPTER 752 - Safety of persons engaged in activities in proximity of high voltage electric lines; restrictions

SECTION 001. DEFINITIONS

- (1) "High voltage" means more than 800 volts measured between conductors or between a conductor and the ground.
- (2) "Overhead line" means a bare or insulated electric conductor installed above ground but does not include a conductor that is de-energized and grounded or that is enclosed in a rigid metallic conduit.

SECTION 002. EXEMPTION FOR CERTAIN EMPLOYEES AND ACTIVITIES

(A) This chapter does not apply to the construction, reconstruction, operation, or maintenance by an authorized person of overhead electrical or communication circuits or conductors and their supporting structures and associated equipment that are part of a rail transportation system, an electrical generating, transmission, or distribution system or a communication system.

(B) In this section, "authorized person" means:

- (1) an employee of a light and power company, an electric cooperative, or a municipality working on his employer's electrical system;
- (2) an employee of a transportation system working on the system's electrical circuits;
- (3) an employee of a communication utility;
- (4) an employee of a state, county, or municipal agency that has authorized circuit construction on the poles or structures that belong to an electric power company, an electric cooperative, a municipal or transportation system, or a communication system;
- (5) an employee of an industrial plant who works on the plant's electrical system; or
- (6) an employee of an electrical or communications contractor who is working under the contractor's supervision.

SECTION 003. TEMPORARY CLEARANCE OF LINES

(A) A person, firm, corporation, or association responsible for temporary work or a temporary activity or function closer to a high voltage overhead line than the distances prescribed by this chapter must notify the operator of the line at least 48 hours before the work begins.

(B) A person, firm, corporation, or association may not begin the work, activity, or function under this section until the person, firm, corporation, or association responsible for the work, activity, or function and the owner or operator, or both, of the high voltage overhead line have negotiated a satisfactory mutual arrangement to provide temporary de-energization and grounding, temporary relocation or raising of the line, or temporary mechanical barriers to separate and prevent contact between the line and the material or equipment or the person performing the work, activity or function.

(C) The person, firm, corporation, or association responsible for the work, activity, or function shall pay the operator of the high voltage overhead line the actual expense incurred by the operator in providing the clearance prescribed in the agreement. The operator may require payment in advance and is not required to provide the clearance until the person, firm, corporation, or association responsible for the work, activity, or function makes the payment.

(D) If the actual expense of providing the clearance is less than the amount paid, the operator of the high voltage overhead line shall refund the surplus amount.

SECTION 004. RESTRICTION ON ALL ACTIVITIES NEAR LINES

(A) Unless a person, firm, corporation, or association effectively guards against danger by contact with the line as prescribed by Section 752.003, the person, firm, corporation, or association, either individually or through an agent or employee, may not perform a function or activity on land, a building, a highway, or other premises if at any time it is possible that the person performing the function or activity may:

- (1) move or be placed within six feet of a high voltage overhead line while performing the function or activity; or
- (2) bring any part of a tool, equipment, machine, or material within six feet of a high voltage overhead line while performing the function or activity.
- (B) A person, firm, corporation, or association may not require an employee to perform a function or activity prohibited by Subsection (A).

SECTION 005. RESTRICTION ON OPERATION OF MACHINERY AND PLACEMENT OF STRUCTURES NEAR LINES

Unless a person, firm, corporation, or association effectively guards against danger by contact with the line as prescribed by Section 752.003, the person, firm, corporation, or association, either individually or through an agent or employee, may not:

- (1) erect, install, transport, or store all or any part of a house, building, or other structure within six feet of a high voltage overhead line;
- (2) install, operate, transport, handle, or store all or any part of a tool, machine, or equipment within six feet of a high voltage overhead line; or
- (3) transport, handle, or store all or any part of supplies or materials within six feet of a high voltage overhead line.

SECTION 006. RESTRICTION ON OPERATION OF CERTAIN MACHINERY OR EQUIPMENT

(A) A person, firm, corporation, or association, individually, through an agent or employee, or as an agent or employee, may not operate a crane, derrick, power shovel, drilling rig, hayloader, haystacker, mechanical cotton picker, pile driver, hoisting equipment, or similar apparatus any part of which is capable of vertical, lateral, or swinging motion unless:

- (1) a warning sign is posted and maintained as prescribed by Subsections (B) and (C);
- (2) an insulated cage-type guard or protective device is installed about the boom or arm of the equipment, except a backhoe or dipper; and
- (3) each lifting line, if the equipment includes a lifting hook device, is equipped with an insulator link on the lift hook connection.

(B) The warning sign required by Subsection (A) (1) must be a weather-resistant sign of not less than five inches by seven inches with a yellow background and black lettering that reads:

"WARNING - UNLAWFUL TO OPERATE THIS EQUIPMENT WITHIN TEN FEET OF HIGH VOLTAGE LINES."

(C) The warning sign must be legible at 12 feet and placed:

- (1) within the equipment so that it is readily visible to the equipment operator while at the equipment controls; and
- (2) on the outside of the equipment in the number and location necessary to make it readily visible to a mechanic or other person engaged in the work.

(D) Notwithstanding the distance limitations prescribed by Sections 752.004 and 752.005, unless a person, firm, corporation, or association effectively guards against danger by contact with the line as prescribed by Section 752.003, the person, firm, corporation, or association may not operate all or any part of a machine or equipment described by this section within 10 feet of a high voltage overhead line.

SECTION 007. CRIMINAL PENALTY

(A) A person, firm, corporation, or association or an agent or employee of a person, firm, corporation, or association commits an offense if the person, firm, corporation, association, agent, or employee violates this chapter.

(B) An offense under this section is punishable by a fine of not less than \$100 or more than \$1,000, confinement in jail for not more than one year, or both.

SECTION 008. LIABILITY FOR DAMAGES

If a violation of this chapter results in physical or electrical contact with a high voltage overhead line, the person, firm, corporation, or association that committed the violation is liable to the owner or operator of the line for all damages to the facilities and for all liability that the owner or operator incurs as a result of the contact.

Acts 1989, 71st Leg., ch. 678, § 1, eff. Sept. 1, 1989

Prior Laws:

Acts 1971, 62nd Leg., p. 76, ch. 41.

Vernon's Ann. Civ. St. art. 1436c, § 7(B).

This is only a part of the entire act. The complete act is available for review.