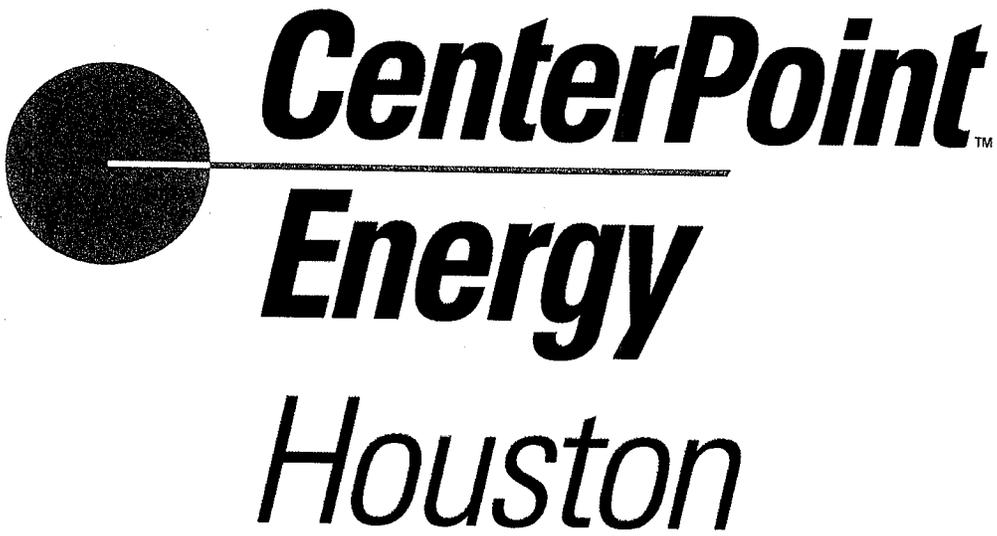


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**POLE ATTACHMENT AGREEMENT**

**CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC**

**and**

**THE CITY OF HOUSTON, TEXAS**

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## POLE ATTACHMENT AGREEMENT

THIS POLE ATTACHMENT AGREEMENT (this “**Agreement**”) is made and entered into by and between CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC, a Texas limited liability company, (“**CenterPoint**”) and THE CITY OF HOUSTON, TEXAS, a municipal corporation (the “**City**”). CenterPoint and the City are referred to collectively as the “**Parties**” and individually as a “**Party**.” The Agreement is effective as of the date of countersignature by the Controller for the City of Houston, Texas (“**Effective Date**”).

### RECITALS

WHEREAS, CenterPoint is in the business of providing electrical service within its service area, and, for that purpose, installs and maintains street light and electric distribution poles; and

WHEREAS, the City desires to use street light standards and street lights on electric distribution poles owned now or in the future by CenterPoint (the “**Poles**”) to attach certain City-owned and CenterPoint-approved communications equipment for the provision of public safety, public service, or public access (“**Equipment**”); and

WHEREAS, City desires to attach the Equipment to the Poles and there are and will be instances in which CenterPoint will permit the City to attach such Equipment to the Poles; and

WHEREAS, CenterPoint has established procedures for the City to follow in attaching such Equipment to the Poles, said procedures being set forth in the CenterPoint Street Light Pole Attachment Guidelines and Procedures (the “**Guidelines**”) attached hereto as **Exhibit A**; and

WHEREAS, because it is impractical to execute a separate agreement in each instance in which the City desires to attach such Equipment to a Pole, the Parties intend that this Agreement shall be the all-inclusive master agreement regarding such attachments for the duration of this Agreement; and

WHEREAS, the Parties desire by this Agreement to set forth their understanding about such matters.

NOW THEREFORE, CenterPoint and the City, for and in consideration of the mutual promises contained herein, agree as follows.

### AGREEMENT

1. **TERM.** The term of this Agreement (the “**Term**”) shall be for five (5) years, commencing as of the Effective Date. Subject to the other provisions of this Agreement and acting through its Information Technology Department Director (the “**Director**”), the City may renew the Term of this Agreement for up to three (3) additional five (5) year terms by delivering notice thereof to CenterPoint no later than six (6) months prior to the expiration of the then-current Term.
2. **FEES AND CHARGES**

- a. Fee. The City agrees to pay annually, on January 1st in advance, to CenterPoint an attachment fee of Eighty-seven and No/100 Dollars (\$87.00) per Attachment or as otherwise agreed to in writing by the Parties (the "**Attachment Fee**"), increased annually by the CPI-U or 3%, whichever is greater. For purposes of adjusting the Attachment Fee each January, the "**CPI-U**" is the 12-month (October-October) percentage change in the "All Items Consumer Price Index for All Urban Consumers for the U.S. City Average, 1982-84 = 100" as published by the U.S. Department of Labor's Bureau of Labor Statistics in the prior November. Such fee shall be determined by CenterPoint, and notice of such fee shall be given to the City, at least sixty (60) days before January 1st of each year.
- b. New Attachments. For any Attachment made after January 1st of any year, the Attachment Fee shall be pro-rated according to the number of months remaining in the calendar year, including the month of installation of such Attachment, and shall be paid by the City upon receipt of invoice from CenterPoint.
- c. Removed Attachments. CenterPoint shall make no refund of any amount paid by the City for an Attachment that has been removed, nor shall the City be obligated for future Attachment Fees for any such removed equipment.
- d. Attachment Fee Increase / Rates Increased. The Parties agree that if the Public Utility Commission of Texas (the "**Commission**") determines that the services provided under this Agreement are to be offered pursuant to a Commission-approved tariff other than the tariff specified under this Agreement, then the terms and conditions of such service, including the rate charged for such service, shall be those required by the Commission-approved tariff, notwithstanding any other terms and conditions in the Agreement between the Parties. The Parties further agree that if the Commission concludes that CenterPoint's rates should be set using a rate for this service other than the rate agreed to herein, then such service shall be provided at the rate used by the Commission in setting CenterPoint's rates, or any other rate mutually agreed to by the Parties. An Attachment Fee increase shall become effective on the first day of the second full month following the date of the event causing the change. Such increase shall be paid by the City upon receipt of invoice from CenterPoint.
- e. Payment of Attachment Fees. Any payment of an Attachment Fee not received by the thirty-first (31st) day after the invoice therefor is received by the City (the "**Due Date**") is subject to a late payment charge pursuant to TEX. GOV'T CODE § 2251.025 (Interest on Overdue Payment).

An invoiced Attachment Fee shall be considered delinquent if not received at CenterPoint's company location designated on the invoice by the Due Date. The postmark, if any, on the envelope of the invoice, or the issuance date of the invoice, if there is no postmark on the envelope, shall establish the date of issuance. If the Due Date falls on a Saturday, Sunday or a legal holiday in Houston, Texas, the Due Date for payment purposes shall be the next day following the Due Date which is not a Saturday, Sunday or a legal holiday in

Houston, Texas. Without prejudice to its rights to collect fees, late charges and interest as provided in this Section 2, CenterPoint may, in the event of the City's failure or refusal to pay any of such amounts, invoke the Removal Rights described herein.

Where the City pays an Attachment Fee and interest for late payment, as provided above, but disputes some or all of the charge, and where the dispute is finally resolved in favor of the City (so that all rights of appeal are exhausted or expired), the difference in the amount paid and the amount ultimately determined to have been due will be refunded by CenterPoint to the City with interest, which will be calculated using the applicable interest rate for federal tax refunds and additional tax payments as determined by the Internal Revenue Service for the period in question, as it may have been adjusted from time to time (the "**Interest Rate**").

- f. Payment of Other Fees. All fees required under this Agreement other than Attachment Fees shall be invoiced by CenterPoint or its designee at the time of occurrence of the service or charge to which such fee relates, and such invoices shall be payable upon receipt. Any undisputed payment of a fee other than an Attachment Fee not received by the thirtieth (30th) day after the invoice therefor is mailed or otherwise transmitted to the City is subject to a late payment charge of one percent (1.0%) of the invoiced amount per month or fraction thereof during which such amount remains unpaid. If a dispute over a fee or charge other than an Attachment Fee is resolved in favor of CenterPoint, the City shall pay to CenterPoint the invoiced amount, if such amount was withheld, and one percent (1.0%) of the invoiced amount per month or fraction thereof during which such amount remains unpaid.

An invoiced amount shall be considered delinquent if not received at CenterPoint's company location designated on the invoice by the Due Date. The postmark, if any, on the envelope of the invoice, or the issuance date of the invoice, if there is no postmark on the envelope, shall establish the date of issuance. If the Due Date falls on a Saturday, Sunday or a legal holiday in Houston, Texas, the Due Date for payment purposes shall be the next day following the Due Date which is not a Saturday, Sunday or a legal holiday in Houston, Texas. Without prejudice to its rights to collect fees, late charges and interest as provided in this Section 2, CenterPoint may, in the event of the City's failure or refusal to pay any of such amounts, invoke the Removal Rights described herein.

- g. Security Deposit. Before the City installs an Attachment under this Agreement, the City shall procure and provide CenterPoint with a prepaid security deposit in the form of a performance bond naming CenterPoint as obligee, or such other security as may be acceptable to CenterPoint, in the amount of two hundred fifty thousand and No/100 Dollars (\$250,000). This security deposit guarantees and assures the faithful performance of the City's obligations under this Agreement.

CenterPoint shall have the right to draw against the performance bond required by this subsection in the event of a default by the City or in the event that the City fails to meet and fully perform any of its obligations under this Agreement. Within thirty (30) days of receipt of written notice from CenterPoint, the City shall renew or replace such sums of money as shall bring the security deposit or alternative form of security current to the full amount stipulated herein. If a cash deposit is made, the unused portion shall be refundable upon termination of the Agreement.

- h. Limitation of Appropriation. The City's duty to pay money to CenterPoint under this Agreement is limited in its entirety by the provisions of this subsection (h).

In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of \$348,600.00 to pay money due under this Agreement (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds (a "Supplemental Allocation") for this Agreement, but they are not obligated to do so. Therefore, the Parties have agreed to the following procedures and remedies:

The City makes a Supplemental Allocation by issuing to CenterPoint a service release order, or similar form approved by the City Controller, containing the language set out below. When necessary, the Supplemental Allocation shall be approved by motion or ordinance of City Council.

"NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS"

"By the signature below, the City Controller certifies that, upon the request of the responsible director, the supplemental sum set out below has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This supplemental allocation has been charged to such appropriation: \$\_\_\_\_\_."

The Original Allocation plus all Supplemental Allocations are the "Allocated Funds." The City shall never be obligated to pay any money under this Agreement in excess of the Allocated Funds. CenterPoint must assure itself that sufficient allocations have been made to pay for services it provides. CenterPoint shall monitor expenditures made under this Agreement and shall provide written notice to the Director when unpaid expenditures (including those incurred but not yet invoiced) equal or exceed eighty percent (80%) of the currently allocated funds. Upon providing such notice, CenterPoint may suspend performance under this Agreement until the Director provides written notice to CenterPoint of a Supplemental Allocation. If Allocated Funds are exhausted, CenterPoint's only remedy is suspension or termination of its performance under this Agreement and

it has no other remedy for such failure to allocate funds in law or in equity against the City and no right to damages of any kind.

### 3. ATTACHMENTS

- a. Definition. An “Attachment” includes any CenterPoint-approved Equipment used by the City to provide public safety, public service, or public access under this Agreement. Alternatively, if the context so requires, an “Attachment” may mean the act by which an Attachment is attached to a Pole for any purpose permitted by this Agreement.
- b. Guidelines. The City agrees to follow the Guidelines for mounting Attachments to the Poles.
- c. Limitations. Attachments will be limited to one per Pole and will be allowed only on the shafts of Poles or the arms of the luminaires in accordance with approved CenterPoint attachment specification drawings (detailed within the Guidelines). Attachments to ornamental or decorative Poles or to Poles with dual lighting standards will not be allowed and CenterPoint reserves the right to terminate this Agreement as to Poles that are converted to special installations upon thirty (30) days’ notice to the City. The locations of the Attachments on the Poles shall comply with National Electrical Safety Code (“NESC”) requirements and will be subject to engineering and safety analysis by CenterPoint. CenterPoint shall have the right to refuse or remove, in its sole discretion, any Attachment that may adversely affect the structural or operational integrity of the Pole. CenterPoint shall, without any liability to City, collaborate with the City to identify suitable locations for Attachments which the City considers critical equipment.
- d. Grant of Permission. Pursuant to Section 4(b), CenterPoint shall notify the City in writing whether CenterPoint will permit the use by the City of the Pole or Poles sought to be used and any conditions imposed on the installation or use of Attachments. CenterPoint shall have the sole right to determine the availability of space on or in any such Pole for use by the City and shall be under no obligation to grant permission for its use by the City, provided that such permission shall not be unreasonably withheld or delayed. If such permission is granted, the City shall have the right to use such Pole in accordance with the terms of this Agreement and any other terms as may be agreed upon by the Parties at such time. The City shall not attach nor have attached any item to any Pole without the written approval of CenterPoint as provided in this Agreement.
- e. Non-Exclusive and Limited Use; No Property Interest. The right granted to the City hereunder is a non-exclusive right to use the Poles. Nothing herein shall be construed as affecting the rights or privileges previously conferred by CenterPoint or by law to others not party to this Agreement. Except as otherwise specifically provided, nothing herein shall be construed to give the City the right to grant any right under this Agreement to any other person without the written consent of CenterPoint, and CenterPoint alone shall have the right to grant and extend such

rights and privileges. The right herein granted shall at all times be subject to such previously conferred rights or privileges. The Parties agree that CenterPoint, in granting permission hereunder to the City, in no way purports to grant to the City an interest in any property, but only grants the City the right, subject to the provisions of this Agreement, to attach to CenterPoint Poles. The City shall in all cases be entirely responsible for obtaining consent, where necessary, from the applicable fee owner.

- f. Unauthorized Attachments. The City agrees not to make any unauthorized or non-compliant Attachments to Poles; provided, however, if an Attachment is made without permission, such Attachment shall be subject to the terms and conditions of this Agreement. In the event the City does make Attachments to Poles without prior permission, CenterPoint shall have the right to impose, and the City hereby agrees to pay, upon written notice from CenterPoint, a charge equal to one hundred twenty-five and No/100 Dollars (\$125) per unauthorized Attachment plus a charge equal to the annual Attachment Fee times the number of years since the most recent inventory, or five years, whichever is less, plus interest at the Interest Rate. CenterPoint will allow an opportunity to cure for mistakes without penalty within thirty (30) days of installation for up to five (5) instances in any given year. Flagrant violations are defined as un-authorized attachments exceeding twenty (20) instances per year during the two (2) years after this Agreement is executed, or six (6) instances thereafter, and will have an additional penalty. In the case of flagrant violations, an additional penalty of twenty percent (20%), plus interest at the Interest Rate, of the total annual amount owed associated with the locations in question will be assessed. Payment shall be due and payable pursuant to Section 2.
- g. Removal of Unauthorized Attachments. In addition to seeking payment as provided herein, CenterPoint may, at its sole discretion, upon thirty (30) days' written notice, require the City to remove unauthorized Attachments or Attachments for which the City has failed to pay Attachment Fees and other undisputed charges. SHOULD THE CITY FAIL TO REMOVE ITS ATTACHMENTS WITHIN THIRTY (30) DAYS AFTER RECEIPT OF SAID NOTICE, CENTERPOINT OR CENTERPOINT'S CONTRACTOR MAY REMOVE AND DISPOSE OF THEM AT THE CITY'S EXPENSE WITHOUT ANY LIABILITY WHATEVER FOR SUCH REMOVAL AND/OR DISPOSAL OR THE MANNER OF EFFECTING SUCH REMOVAL AND/OR DISPOSAL, FOR WHICH EXPENSE CENTERPOINT MAY INVOICE THE CITY AND BE PAID AS PROVIDED IN SECTION 2. Such removal demand and rights to remove Attachments are referred to herein as "**Removal Rights.**"

IN THE EVENT THAT CENTERPOINT REASONABLY SHALL TAKE ANY OR ALL ACTIONS DESCRIBED ABOVE, CENTERPOINT SHALL INCUR NO LIABILITY TO THE CITY. THE REMEDIES PROVIDED HEREIN ARE CUMULATIVE AND IN ADDITION TO ANY OTHER REMEDIES AVAILABLE TO CENTERPOINT UNDER THIS AGREEMENT OR OTHERWISE.

- h. Denial or Removal of Attachment. CenterPoint may deny access with regard to one or more of its Poles or remove Attachments from any Poles for reasons that

the Attachment causes or will cause material interference with the provision of electricity and operations, which include but are not limited to safety, reliability, engineering reasons, replacement of a qualified street light pole with a decorative street light pole or insufficient capacity. Without limiting the foregoing, the Parties specifically acknowledge that CenterPoint may deny access with regard to one or more of its Poles and may remove or require the removal of Attachments from any Poles if CenterPoint determines that an Attachment would interfere in any way with the installation, maintenance or operation of CenterPoint's advanced metering system ("AMS") or other related "intelligent grid" initiatives. This subsection is not intended to and shall not expand or reduce the rights or obligations of the Parties under any separately negotiated agreement related to the management of interference on the Parties' communications networks.

- i. Landowner's Consent. To the extent that CenterPoint's rights to use and access a Pole emanate from an easement or from a license grant that CenterPoint determines does not permit the use of the Pole by the City as provided in this Agreement, CenterPoint shall so advise the City and shall provide the City with copies of the easement or other property document establishing CenterPoint's rights at any such Pole. Notwithstanding any other term or provision hereof, the City shall have the sole responsibility for negotiating and acquiring property rights necessary to permit the installation, maintenance, removal and operation of the Attachments on any such Poles, along with any associated costs. CenterPoint will not approve the use of a Pole by the City unless and until the documentation necessary to demonstrate the successful acquisition of such rights has been acquired. Should the City determine that it wishes to pursue the use of such a Pole, CenterPoint may, but is not obligated to, provide written notice to the City authorizing the City to commence negotiations with the applicable fee owner or licensor in order to secure the necessary rights for the City to use the Pole. In performing any installation, alteration or repair of the Attachments under this Agreement, the City and/or its contractors shall comply with the terms and conditions of any easement or license grant applicable to the Pole on which such work is being performed and shall conform to the insurance requirements, if any, of the applicable fee owner.

#### 4. CONSTRUCTION AND MAINTENANCE REQUIREMENTS AND SPECIFICATIONS

- a. Make Ready. If CenterPoint determines, at its sole discretion, that a modification or "make-ready" is needed before one or more of the Poles can be used by the City, then the City shall pay CenterPoint in advance the estimated cost of such modifications. Prior to commencement of any work, CenterPoint shall provide the City with a written scope of work, estimate of the commencement and completion dates for the make-ready work and an estimate of the costs for the make-ready work to be performed by CenterPoint on the structure(s). If the City does not accept the scope of work and estimate within thirty (30) days after receipt, CenterPoint may at anytime thereafter deem the City's application for that

distribution pole withdrawn. CenterPoint shall have the option of billing the City for the actual costs for the work performed by CenterPoint.

- b. Authorization of Work. The City's work must be authorized in writing prior to an Attachment, and undertaken only by a qualified contractor approved by CenterPoint. CenterPoint will approve or deny authorization to proceed within twenty (20) business days of receipt of a request in satisfactory form; *provided, however,* that if City submits requests in large volumes or for attachments to Poles not located in the public rights-of-way, CenterPoint shall approve or deny authorization to proceed on a rolling basis and within a commercially reasonable time. EXCEPT AS PROVIDED IN SECTION 5(a), AND NOTWITHSTANDING ANY OTHER LANGUAGE TO THE CONTRARY HEREIN, ALL WORK ON CENTERPOINT POLES OR OTHER FACILITIES UNDER THIS AGREEMENT SHALL BE PERFORMED BY CENTERPOINT-APPROVED CONTRACTORS FOR THE CITY AND NOT BY THE CITY ITSELF; AND ANY REFERENCES HEREIN TO THE CITY ATTACHING EQUIPMENT TO POLES OR OTHERWISE WORKING ON CENTERPOINT'S FACILITIES SHALL BE CONSTRUED TO REFER TO CITY'S CONTRACTORS PERFORMING SUCH WORK. CenterPoint reserves the right, at any time, to prohibit one or more of the City's contractors from working on CenterPoint facilities if CenterPoint concludes, in its sole discretion, that such contractor(s) are not qualified. City shall provide evidence satisfactory to CenterPoint that City's contractors have provided all indemnities required by this Agreement.
- c. Use of Facilities. All Attachments shall be constructed, installed and operated in accordance with generally applicable engineering requirements, and the specifications in the Guidelines and this Agreement so as not to interfere with CenterPoint's present or future use of any Pole. CenterPoint installs capacity only to the extent it is currently needed or foreseen to be needed in the future. Accordingly, all available space is subject to CenterPoint's bona fide plan for future use, as further detailed in the Guidelines. At all times, the City shall maintain, operate and construct all Attachments in such manner as to insure that CenterPoint has full and free access to all of its facilities. The City shall not alter any CenterPoint property except as specifically authorized.
- d. Compliance with Law. All work shall be performed in accordance with the applicable NESC standards, including amendments thereto adopted at any time by any jurisdiction in which such work occurs. The City shall take all necessary precautions, by the installation of protective equipment or other means, to protect all persons and property of all kinds against injury or damage caused by or occurring by reason of the construction, installation or existence of Attachments. The City shall follow best practices in the operation, maintenance, and inspection of its Attachments, and shall make all regular and special inspections as necessary to ensure compliance with this Section 4(d).
- e. Environmental Issues. The City shall comply with all applicable federal, state and local laws, rules and regulations with respect to environmental practices undertaken pursuant to its performance of this Agreement.

- f. Reports. The City shall make immediate report to CenterPoint of (i) any damage caused to property of CenterPoint or others in the course of installing or maintaining City's Attachments and (ii) any failure by the City to meet the requirements set forth herein for assuring the safety of persons and property or to comply with laws and regulations of public authorities and standard-setting bodies.
- g. Monitoring. CenterPoint may monitor the City's construction and installation of Attachments.
- h. Operations and Maintenance of Communications Equipment. The City must submit the names of qualified contractors used for operations and maintenance of the Attachments to CenterPoint for approval. The City and/or its contractors must submit their operations and maintenance practices and procedures for approval by CenterPoint as it pertains to work performed on CenterPoint facilities. City's Contractors must comply with any and all provisions of this Agreement to the same extent such provisions would apply to City. CenterPoint's approval of City's contractors shall in no way relieve City of liability for any claims resulting from such contractors' actions.
- i. Substandard Installation. If CenterPoint, in its reasonable judgment, finds substandard construction or installation performed by the City, the City, at its own expense, shall make necessary repairs or adjustments as demanded by CenterPoint within fifteen (15) days after such demand. If the City fails to make such adjustments within fifteen (15) days, CenterPoint, at its option and without waiving any other rights, may make such repairs or adjustments, and the City shall pay CenterPoint for the cost thereof at CenterPoint's or CenterPoint's approved contractor's prevailing wage rate plus associated expenses and applicable overhead. In all event, CenterPoint shall retain the Removal Rights described in Section 3 with respect to all Attachments affected by such substandard construction or installation.
- j. Interference or Hazard. Whenever CenterPoint notifies the City in writing or orally with written confirmation that, in CenterPoint's reasonable judgment, the Attachments or the condition of Attachments of the City on any Pole (i) interfere with the use of such Pole or the operation of CenterPoint facilities or equipment; (ii) constitute a hazard to the service rendered by CenterPoint or any other persons authorized by CenterPoint to use such Pole; (iii) cause a danger to employees of CenterPoint or other persons; or (iv) fail to comply with the Guidelines, this Agreement, applicable law, codes or regulations, the City shall, within ten (10) days, remove, rearrange, repair or change its Attachments as needed or as directed by CenterPoint. In the case of any immediate hazard or danger, the City shall begin such work within twenty four (24) hours from receipt of such notice, and shall expeditiously finish such work. IN CASE OF A HAZARDOUS CONDITION OR OTHER EMERGENCY WHICH IN CENTERPOINT'S JUDGMENT REQUIRES CENTERPOINT IMMEDIATELY TO REMOVE OR RELOCATE THE CITY'S ATTACHMENTS, CENTERPOINT RESERVES THE RIGHT, WITHOUT PRIOR NOTICE AND WITH NO

LIABILITY THEREFOR, TO REMOVE OR RELOCATE SUCH ATTACHMENTS AS REQUIRED; PROVIDED THAT CENTERPOINT SHALL PROVIDE THE CITY WITH NOTICE (WHICH MAY BE BY TELEPHONE OR EMAIL) OF ANY SUCH ACTION AS SOON AS REASONABLY POSSIBLE THEREAFTER.

- k. Reserved Rights; Maintenance and Operation of Street Lights. CenterPoint reserves to itself, its successors, affiliates and assigns, the right to maintain Poles and other CenterPoint property and to operate its business and maintain its property in such a manner as will, in its own judgment, best enable it to fulfill its own service requirements. CENTERPOINT SHALL NOT BE LIABLE TO THE CITY FOR ANY INTERFERENCE WITH THE OPERATION OF THE CITY'S FACILITIES ARISING IN ANY MANNER OUT OF CENTERPOINT'S OPERATIONS AND/OR MAINTENANCE OF ITS SYSTEM OR THE USE OF POLES OR OTHER PROPERTY HEREUNDER.
- l. Removal, Relocation of Pole; New Pole. Upon fifteen (15) days' prior written notice delivered to the City (except in emergency or dangerous situations, in which event CenterPoint shall give only as much prior notice as it shall deem reasonable under the circumstances), CenterPoint shall have the right to replace, relocate, remove or abandon any Pole and to cause the alteration, relocation or removal of any Attachment, consistent with normal operating, maintenance and development procedures and prudent utility practices. CenterPoint shall use its reasonable efforts to provide an alternate location on Poles for any of the Attachments required to be relocated or removed. CenterPoint, or the requestor, will bear all costs and expenses of any relocation of the Pole not attributable to or caused by the City or the Attachments, and the City will bear all costs and expenses of any relocation and removal of the Attachments and all costs and expenses attributable to or caused by the City or its Attachments. If, upon notice from CenterPoint, the City does not remove or relocate its facilities, CenterPoint may invoke Removal Rights. The terms of this Agreement and the Guidelines shall govern all installation, removal and replacement of facilities described in this subparagraph. This subsection is not intended to and shall not expand or reduce the rights or obligations of the Parties under any separately negotiated agreement related to the management of interference on the Parties' communications networks.
- m. Abandonment of Poles. The City may at any time abandon the use of a Pole hereunder by removing therefrom all of its Attachments and by giving written notice thereof to CenterPoint. The City shall bear all costs of removal, including any CenterPoint costs incurred as a direct result of such removal.
- n. Workers' Compensation. The City and its contractors and subcontractors and all their respective employees, workmen, servants or agents, in the course of their operations, shall comply with all requirements of the Worker's Compensation laws of the State of Texas as applicable to each.
- o. Mechanic's & Materialmen's Liens. If any mechanics' or materialmen's lien are filed against a Pole site, for work claimed to have been done for the City or

materials claimed to have been furnished to the Pole site through contracts with the City, the City shall obtain a release, shall provide a bond for, or shall discharge any such lien within thirty (30) days thereafter, at the City's sole cost and expense. If the City shall fail to obtain a release or discharge of any such mechanics' or materialmen's lien, CenterPoint may, at its option, discharge the same, and an amount equal to the cost thereof shall become payable to CenterPoint from the City. Any such discharge by CenterPoint shall not be deemed to waive or release the failure of the City to obtain a release or discharge of such lien.

## 5. INSURANCE

- a. Coverage to be Maintained. During the term of this Agreement, the City shall cause its contractor(s) to procure and to maintain in full force and effect, at the contractor's sole expense, insurance of the following types and amounts, written by insurance companies satisfactory to CenterPoint Energy, Inc. ("**CenterPoint Energy**"), having an A.M. Best's Rating of not less than "A- VII" and authorized to do business in the State of Texas.

Notwithstanding Section 4(b), if the City demonstrates to the satisfaction of CenterPoint, in CenterPoint's sole discretion, that the City has obtained insurance coverage that is, in all respects, equal to or greater than the insurance coverage required by this Section 5 to be maintained by the City's contractors, then upon the receipt of written confirmation and approval from CenterPoint, the City may perform work on CenterPoint's facilities in accordance with and pursuant to this Agreement; *provided, however*, that the City must perform such work using City employees who are fully covered by such insurance; *and further provided*, that should the City at any time fail to maintain such insurance, CenterPoint shall have the unfettered right to provide written notice to the City and require that, all work performed following receipt of such notice must again be performed exclusively by contractors and not by City employees.

- b. Workers' Compensation. Each contractor shall carry statutory workers' compensation insurance covering the contractor's employees in compliance with all requirements of the workers' compensation laws of the State of Texas. In addition, each contractor shall carry insurance in compliance with the U.S. Longshoreman's and Harbor Worker's Act, Outer Continental Shelf Act and covering Jones Act liability, if the contractor's performance under this Agreement involves marine exposures.
- c. Employer's Liability. In addition, the City's contractor shall carry employer's liability insurance covering the contractor's operations under this Agreement and involving CenterPoint's Poles in an amount not less than the following.

Each Accident	\$1,000,000
Each Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000

- d. General Liability. Each contractor shall carry general liability insurance on a form no less broad than the coverage provided by a “Commercial General Liability Insurance” form (dated 2004 or thereafter) promulgated by the Insurance Services Office, and containing language affording coverage for contractual liability, the products and completed operations hazards, broad form property damage liability, and the explosion, collapse and underground hazards, as respects all operations and work hereunder, for all liability arising out of injury to or death of one or more persons, and injury to or destruction of property, in any one occurrence, in amounts not less than the following.

General Aggregate	\$ 2,000,000
Products Comp/Ops Aggregate	\$ 1,000,000
Personal & Advertising Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000

- e. Automobile Liability. Each contractor shall carry commercial automobile liability insurance on a form no less broad than the coverage provided by a Business Automobile Liability Insurance form (dated 2004 or thereafter) promulgated by the Insurance Services Office, on all owned or hired autos, as well as non-owned autos, in an amount not less than \$1,000,000 (combined single limit), for all liability arising out of injury to or death of one or more persons, and injury to or destruction of property, in any one occurrence.
- f. Excess Liability. Each contractor shall carry excess liability insurance that follows the form of the underlying primary liability insurance required by Sections 5(c), 5(d), and 5(e), in an amount not less than \$4,000,000 per occurrence and \$4,000,000 in the aggregate.
- g. Deductibles. Any and all deductibles, or self-insured retentions, of all insurance policies required hereunder shall be assumed by, for the account of, and at the contractor’s sole risk and expense, and shall not be billed to or payable by CenterPoint Energy, or its direct and indirect subsidiaries and affiliates, including limited liability companies.
- h. Additional Insureds. The insurance required by Sections 5(d) and 5(e) shall include CenterPoint Energy, including its direct and indirect subsidiaries and affiliates, including limited liability companies, as additional insureds with respect to all operations performed under this Agreement and involving CenterPoint’s Poles, as to the full limits of liability purchased by the contractor (including limits greater than the minimum limits required herein), and shall include language providing:
- i that such insurance applies separately to each insured against whom claim is made or suit is brought; and coverage to CenterPoint Energy, including its direct and indirect subsidiaries and affiliates, including limited liability companies, no less broad than one or the other of the following alternatives: (a) the coverage afforded to the named insured under the

policy with respect to the work or services to be performed hereunder; or (b) the coverage afforded by the combination of Insurance Services Office Endorsements' CG 20 33 07 04 (entitled "Additional Insured – Owners, Lessees or Contractors – Automatic Status When Required in Construction Agreement with You) and CG 20 37 07 04 (entitled "Additional Insured – Owners, Lessees or Contractors – Completed Operations"); and,

- ii that such insurance shall respond as primary insurance and shall not require contribution from any other insurance that may be maintained by CenterPoint Energy, or its direct and indirect subsidiaries and affiliates, including limited liability companies.
- i. Waiver of Subrogation. The insurance required by Sections 5(b), 5(d), 5(e) and 5(f) shall include full waivers of subrogation in favor of CenterPoint Energy, including its direct and indirect subsidiaries and affiliates, including limited liability companies, unless waiver of subrogation is prohibited by the law governing such insurance.
- j. Certificates of Insurance. Each contractor shall furnish CenterPoint Energy with certificates of insurance signed by the contractor's insurance agent, showing the contractor's procurement of the insurance required hereunder. Each such certificate shall accurately reflect insurance in place, shall be in a form satisfactory to CenterPoint Energy, and shall contain language:
  - i expressly and specifically referring to this contract, "Contract Number. P.O. Number or unique reference \_\_\_\_\_"; (the agreement to which this is attached);
  - ii providing that thirty (30) days written notice (except ten (10) days written notice in the case of nonpayment of premium) shall be given to CenterPoint Energy prior to cancellation of or material change in the coverage (and, the word "endeavor" or similar term used in the standard Accord form shall be stricken);
  - iii confirming that CenterPoint Energy, including direct and indirect subsidiaries and affiliates, including limited liability companies, are additional insureds, as required by Section 5(h);
  - iv confirming waiver of subrogation in favor of CenterPoint Energy, including its direct and indirect subsidiaries and affiliates, including limited liability companies, as required by Section 5(i); and,
  - v attaching the endorsement(s) by which CenterPoint Energy, including its direct and indirect subsidiaries and affiliates, including limited liability companies is made an additional insured, has a waiver of subrogation, and coverage is primary and non-contributing.

- k. Claims-Made Insurance. If the insurance required under this section is procured on a form affording “claims-made” coverage, then (i) all limits stated above as “per occurrence” shall be understood to mean “per claim” or “per occurrence,” as is consistent with the terms of the “claims-made” policy; and, (ii) such claims-made insurance shall not provide for a retroactive date later than the commencement of the contractor’s performance under this Agreement. All insurance as required by this section shall be primary to any other insurance coverage purchased and shall be issued by an insurer authorized to do business in the State of Texas having an A. M. Best’s Rating of not less than “A- VII.”
- l. Reinstatement of Impaired Limits. In the event that the required aggregate limits of liability of any insurance required by this section are reduced or impaired by 50% or more, the contractor shall give CenterPoint Energy notice of the impairment and promptly cause such impaired limits to be reinstated to the required limits.
- m. Subcontractors’ Insurance. Each contractor shall cause its subcontractors, including all persons hired by the contractor who are not employees of the contractor, who perform any part of the work hereunder, to procure and to maintain in full force and effect insurance of the types and amounts, and meeting the requirements described in Sections 5(b), 5(d), 5(e) and 5(f). In addition, subcontractors shall comply with Sections 5(h), 5(i) and 5(j).
- n. Term of Required Insurance. All terms of these insurance requirements shall survive termination of this Agreement and shall continue until thirty (30) days past the final completion of all work or services performed under this Agreement, including the performance of any warranty work. In addition, each contractor shall maintain in full force and effect completed operations coverage under the insurance policies required by general liability and excess liability, and any “claims-made” coverage under Section 5(k), for a minimum of two (2) years after final completion of all work or services to be provided hereunder. Each contractor shall purchase an extended reporting period, or “tail coverage,” if necessary to comply with the latter requirement.
- o. No Waiver by CenterPoint. A contractor’s failure to provide insurance as required hereunder, or failure to supply certificates of insurance that comply with Section 5(j) or the failure of CenterPoint to require evidence of insurance or to notify the contractor of any breach by the contractor of the requirements of these provisions or deficiencies in the insurance obtained, shall not constitute a waiver by CenterPoint of any of the these insurance requirements, or a waiver of any other terms and conditions of this contract, including the contractor’s and the City’s obligations to defend, indemnify, and hold harmless CenterPoint as required herein.
- p. Policy Requirements. The foregoing insurance requirements are minimum requirements intended to benefit CenterPoint, shall not be interpreted to limit a contractor’s or the City’s liability to CenterPoint in any manner whatsoever; and,

are separate from and independent of the contractor's and the City's other obligations under this Agreement, including the obligations to defend, indemnify and hold harmless CenterPoint.

6. INDEMNITY / FORCE MAJEURE

a. Limitation of Obligations. The City recognizes that CenterPoint's primary business is that of a public utility that transmits and distributes electricity and gas to its customers within its service area and that CenterPoint's primary business takes priority over all grants to the City within this Agreement and services provided by CenterPoint to the City under this Agreement. The City further agrees that a material inducement for CenterPoint to enter into this Agreement with the City is the ability of CenterPoint to limit its liability as a result of this Agreement to the City and third parties concerning all potential causes of action that may arise as a result of this Agreement and that but for this ability CenterPoint would not agree to enter into this Agreement. CenterPoint's sole responsibility to the City, its customers and any third parties under this Agreement is to:

- (1) honor the grant of rights to the City as to each individual Pole and Attachment in accordance with the provisions of this Agreement;
- (2) perform work and to provide repair services on its transmission and distribution system and other facilities in accordance with the provisions of this Agreement; and
- (3) maintain its Poles in accordance with the provisions of this Agreement.

b. City's Indemnity. TO THE FULLEST EXTENT PERMITTED BY THE TEXAS TORT CLAIM ACT AND THE TEXAS CONSTITUTION, THE CITY AGREES TO INDEMNIFY AND HOLD CENTERPOINT, CENTERPOINT'S EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, AGENTS, DIRECTORS, OFFICERS, SHAREHOLDERS, AFFILIATES, AND SUBSIDIARIES, SUCCESSORS AND ASSIGNS, AND THEIR RESPECTIVE EMPLOYEES, AGENTS, DIRECTORS, AND OFFICERS HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, LOSSES, CLAIMS, DEMANDS, JUDGMENTS, COSTS, AND EXPENSES (INCLUDING THE REASONABLE COST OF DEFENSE THEREOF AND REASONABLE ATTORNEYS' FEES ACTUALLY INCURRED) WHETHER IN CONTRACT, STRICT LIABILITY OR TORT, WHICH ARISE IN FAVOR OF THE CITY OR ANY THIRD PARTY (INCLUDING, WITHOUT LIMITATION, CLAIMS, DEMANDS OR JUDGMENTS ASSERTED BY OR IN FAVOR OF THE CITY'S CUSTOMERS, EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS OF ANY TIER), ON ACCOUNT OF BODILY INJURIES, DEATH, DAMAGE TO PROPERTY, TRESPASS OR OTHER CAUSE OF ACTION IN ANY WAY OCCURRING, INCIDENT TO, OR ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR, MODIFICATION, REMOVAL OR PRESENCE OF ATTACHMENTS ON CENTERPOINT'S POLES OR STREET LIGHT POLE SITES, WHETHER PERFORMED BY CITY OR CITY'S CONTRACTORS OR SUBCONTRACTORS, THE GRANT OF RIGHTS TO THE CITY FROM

CENTERPOINT HEREUNDER, AND THE SERVICES PERFORMED BY CENTERPOINT FOR THE CITY UNDER THIS AGREEMENT, ALL REGARDLESS OF THE NEGLIGENCE OR FAULT OF CENTERPOINT, ITS EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, AGENTS, DIRECTORS, OFFICERS, AFFILIATES, SHAREHOLDERS, SUBSIDIARIES, SUCCESSORS AND ASSIGNS, AND EVEN AS A RESULT OF THE JOINT, CONTRIBUTORY, COMPARATIVE OR CONCURRENT NEGLIGENCE OR FAULT OF CENTERPOINT, ITS EMPLOYEES, SUBCONTRACTORS, AGENTS, DIRECTORS, OFFICERS, AFFILIATES, SHAREHOLDERS, SUBSIDIARIES, SUCCESSORS AND ASSIGNS. NOTWITHSTANDING THE FOREGOING INDEMNITY, THE PARTIES AGREE THAT THE CITY SHALL HAVE NO LIABILITY TO CENTERPOINT TO THE EXTENT THAT CENTERPOINT EXPERIENCES DAMAGE TO OR LOSS OF CENTERPOINT'S POLES AS A RESULT OF THE FOLLOWING ACTS OF GOD: NAMED TROPICAL DISTURBANCE, HURRICANE, TORNADO, FLOOD, OR EARTHQUAKE. NOTWITHSTANDING THE FOREGOING INDEMNITY, THE PARTIES ALSO AGREE THAT THE CITY SHALL HAVE NO LIABILITY TO CENTERPOINT TO THE EXTENT THAT ANY SUCH LIABILITIES, DAMAGES, LOSSES, CLAIMS, DEMANDS, JUDGMENTS, COSTS, AND EXPENSES (OTHER THAN CLAIMS ASSERTED BY OR THROUGH THE CITY'S CUSTOMERS) ARE THE RESULT OF CENTERPOINT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THE PARTIES ALSO AGREE THAT THE CITY'S OBLIGATIONS TO INDEMNIFY CENTERPOINT FOR CENTERPOINT'S CONTRACTORS OR SUBCONTRACTORS PERFORMING WORK ON BEHALF OF CENTERPOINT UNDER THIS AGREEMENT SHALL BE SECONDARY TO THE INDEMNITIES PROVIDED CENTERPOINT (AS WELL AS THE CITY) BY THOSE CONTRACTORS OR SUBCONTRACTORS. THE CITY AGREES TO REQUIRE ITS CONTRACTORS AND SUBCONTRACTORS TO INDEMNIFY CENTERPOINT TO THE FULLEST EXTENT PERMITTED BY LAW CONSISTENT WITH THE FOREGOING INDEMNITY REGARDLESS OF THE NEGLIGENCE OR FAULT OF CENTERPOINT, ITS EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, AGENTS, DIRECTORS, OFFICERS, AFFILIATES, SHAREHOLDERS, SUBSIDIARIES, SUCCESSORS AND ASSIGNS, AND EVEN AS A RESULT OF THE SOLE, JOINT, CONTRIBUTORY, COMPARATIVE OR CONCURRENT NEGLIGENCE OR FAULT OF CENTERPOINT, ITS EMPLOYEES, SUBCONTRACTORS, AGENTS, DIRECTORS, OFFICERS, AFFILIATES, SHAREHOLDERS, SUBSIDIARIES, SUCCESSORS AND ASSIGNS.

- c. Environmental Indemnity. WITH RESPECT TO ENVIRONMENTAL CONDITIONS, THE CITY AGREES, TO THE FULLEST EXTENT PERMITTED BY THE TEXAS TORT CLAIM ACT AND THE TEXAS CONSTITUTION, TO INDEMNIFY AND HOLD CENTERPOINT, CENTERPOINT'S EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, AGENTS, DIRECTORS, OFFICERS, SHAREHOLDERS, AFFILIATES, AND SUBSIDIARIES, SUCCESSORS AND ASSIGNS, AND THEIR RESPECTIVE EMPLOYEES, AGENTS, DIRECTORS, AND OFFICERS ("**INDEMNIFIED PARTIES**") HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, LOSSES, CLAIMS, DEMANDS, JUDGMENTS, COSTS, AND EXPENSES (INCLUDING THE REASONABLE COST OF DEFENSE THEREOF AND REASONABLE ATTORNEYS' FEES ACTUALLY INCURRED) WHETHER IN CONTRACT, STRICT LIABILITY OR TORT, TO THE EXTENT, BUT ONLY TO THE EXTENT, THE SAME ARISE FROM OR RELATE TO ENVIRONMENTAL CONDITIONS CAUSED BY THE USE, INSTALLATION, OPERATION, MAINTENANCE, REPAIR, MODIFICATION, PRESENCE OR REMOVAL OF ATTACHMENTS ON CENTERPOINT'S POLES BY THE CITY, ITS EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, AGENTS,

AFFILIATES, SUBSIDIARIES, SUCCESSORS OR ASSIGNS. THE CITY'S INDEMNIFICATION OBLIGATIONS HEREUNDER SHALL NOT BE EXPANDED OR REDUCED AS A RESULT OF THE NEGLIGENCE OF AN INDEMNIFIED PARTY, WHETHER JOINT, CONTRIBUTORY, COMPARATIVE OR CONCURRENT NEGLIGENCE. THE CITY AGREES TO REQUIRE ITS CONTRACTORS AND SUBCONTRACTORS TO INDEMNIFY CENTERPOINT TO THE FULLEST EXTENT PERMITTED BY LAW CONSISTENT WITH THE FOREGOING INDEMNITY REGARDLESS OF THE NEGLIGENCE OR FAULT OF CENTERPOINT, ITS EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, AGENTS, DIRECTORS, OFFICERS, AFFILIATES, SHAREHOLDERS, SUBSIDIARIES, SUCCESSORS AND ASSIGNS, AND EVEN AS A RESULT OF THE SOLE, JOINT, CONTRIBUTORY, COMPARATIVE OR CONCURRENT NEGLIGENCE OR FAULT OF CENTERPOINT, ITS EMPLOYEES, SUBCONTRACTORS, AGENTS, DIRECTORS, OFFICERS, AFFILIATES, SHAREHOLDERS, SUBSIDIARIES, SUCCESSORS AND ASSIGNS.

- d. Consequential Damages. IN NO EVENT SHALL CENTERPOINT BE LIABLE TO THE CITY HEREUNDER, OR ANY THIRD PARTY CLAIMING BY OR THROUGH THE CITY, FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES OR LOSS OF PROFITS INCURRED OR ALLEGED TO HAVE BEEN INCURRED BY ANYONE.
- e. Contractor/Subcontractor. Any contractors or subcontractors performing work under this Agreement for CenterPoint shall be required to indemnify the City to the full extent of such subcontractor's indemnity of CenterPoint, and such indemnity shall also conform to the greatest extent possible to the requirements of this Section 6, (a) through (c) and serve to protect the City, as well as CenterPoint.
- f. Force Majeure. Timely performance by both parties is essential to this Agreement. However, neither party is liable for reasonable delays in performing its obligations under this Agreement to the extent the delay is caused by Force Majeure. The event of Force Majeure may permit a reasonable delay in performance but does not excuse a party's obligations to complete performance under this Agreement. "**Force Majeure**" means: fires; interruption of utility services; epidemics in the City; floods, hurricanes, tornadoes, ice storms and other natural disasters; and explosions, war, terrorist acts, riots, court orders, and the acts of superior governmental or military authority; and which the affected party is unable to prevent by the exercise of reasonable diligence. The term does not include any changes in general economic conditions (such as inflation, interest rates, economic downturn or other factors of general application) or an event that merely makes performance more difficult, expensive or impractical. This relief is not applicable unless (i) the affected party uses due diligence to remove the effects of the Force Majeure as quickly as possible and to continue performance notwithstanding the Force Majeure; and (ii) provides the other party with prompt written notice of the cause and its anticipated effect.

## 7. CLARIFICATION OF TERMINATION RIGHTS

- a. Termination by CenterPoint. CenterPoint may terminate this Agreement without liability to the City (i) at such time as CenterPoint's performance hereunder would

be illegal under applicable law or regulation or under any order or ruling issued by the Commission, or any other federal, state or local agency having regulatory jurisdiction over CenterPoint and the same cannot be cured by CenterPoint without unreasonable expense or without materially and substantially altering the terms and conditions of this Agreement; (ii) upon the expiration of sixty (60) days advance written notice (or such shorter period as CenterPoint shall deem reasonably necessary under the circumstances) if, in the reasonable opinion of CenterPoint's legal counsel, termination is required (A) to preserve CenterPoint's rights under any franchise, right of way, permit, easement or other similar right which is material and substantial to CenterPoint's business or operations, or (B) to avoid any forfeiture by CenterPoint or any of its affiliates, of their status as a company exempt from registration under the Public Utility Holding Company Act of 2005, as amended, or any rules or regulations promulgated thereunder; or (iii) if the City fails to comply with any of the provisions of this Agreement or defaults in any of its obligations under this Agreement and fails to correct such default or noncompliance within thirty (30) days after notice from CenterPoint. CenterPoint's right to terminate City's rights pursuant to clauses (i) and (ii) above is limited to those of City's rights and only those of City's rights (including the right to attach to specific Poles) whose termination is necessary to correct the circumstance giving rise to CenterPoint's right to terminate. In the event of such termination, the Parties shall pay and perform obligations which have arisen prior to the effective date of termination, but shall not be obligated to pay and perform obligations, which arise after the effective date of termination. No refund of any fee paid or due hereunder will be made or waived on account of termination.

- b. Termination as a Result of Force Majeure. CenterPoint has the right to terminate this Agreement in whole or in part if force majeure events occur which make it impossible or impractical to restore or rebuild its entire system, or a part thereof. In the event that only a part of the CenterPoint system is not restored or rebuilt, CenterPoint may terminate the Agreement only as to the part of the system which is not restored or rebuilt.
- c. Termination by City. The City may terminate this Agreement at any time upon written notice to CenterPoint. In the event of such termination, (i) the City shall forthwith and at its own expense remove all of its Attachments from the Poles of CenterPoint, in consultation with CenterPoint and subject to the reasonable direction of CenterPoint; (ii) in the event that the City shall fail to remove any of its Attachments within seventy-five (75) days of the date of its notice of termination, such Attachments shall become unauthorized Attachments within the meaning of Section 3 and CenterPoint shall be entitled to exercise its Removal Rights (among other rights) as described in said section; (iii) the City shall be responsible for all damage to property of CenterPoint and other companies incurred or occurring as a result of such removal; (iv) no fee or charge paid by or due from the City to CenterPoint shall be refunded or waived by reason of such termination; and (v) NO OBLIGATION OR LIABILITY ASSUMED BY THE CITY UNDER THIS AGREEMENT SHALL BE WAIVED OR TERMINATED BY REASON OF TERMINATION OF THIS AGREEMENT.

- d. Suspension by Either Party. Either the City or CenterPoint may suspend its obligations in whole or in part under the Agreement should a force majeure event occur which makes it impossible to use all or a part of its system on a temporary basis. The Party desiring to suspend its obligations shall give written notice to the other Party as soon as practical, under the circumstances. The suspension of one Party's obligations under the Agreement shall relieve the other Party of its corresponding duties to perform, except for the City's obligation to comply with the Guidelines. The Party suspending all or some of its obligations hereunder must continue its obligations hereunder as soon as possible following the cessation of such force majeure event.
- e. Termination of Specific Poles. CenterPoint has the right to terminate this Agreement with respect to specific Poles with sixty (60) days prior written notice should a Termination Event(s) occur which materially and adversely affects CenterPoint's primary business of transmitting or distributing electricity (or any part thereof), or if the City fails to comply with the provisions of this Agreement. "**Termination Event(s)**" include but are not limited to: fire; flood; strike or other material labor difficulty; an accident destroying a number of structures on the wireless network; loss of easements; Pole removal or relocation; any action of any regulatory authority to halt the use of any or all structures used for the wireless network; or City's failure to comply with the Guidelines.
- f. Termination as a Result of Force Majeure. CenterPoint has the right to terminate this Agreement in whole or in part if force majeure events occur which make it impossible or impractical to restore or rebuild its entire system, or a part thereof. In the event that only a part of the CenterPoint system is not restored or rebuilt, CenterPoint may terminate the Agreement only as to the part of the system which is not restored or rebuilt.
- g. City Plan for Removal. In the event CenterPoint terminates any part of this Agreement, the City shall submit to CenterPoint within sixty (60) days after receipt of notice of termination a plan for removal within one hundred eighty (180) days of the City's affected Attachments from the affected structures. The City shall continue to be responsible for Attachment Fees associated with each Attachment until its removal.

## 8. NEGOTIATION AND MEDIATION

- a. Dispute Resolution. Except under circumstances requiring immediate injunctive relief, any dispute, controversy or claim arising out of or relating to the Agreement, the Parties' performance under it, or its breach (a "**Dispute**") shall be dealt with in accordance with the negotiation procedure set forth in this Section before resorting to litigation.
- b. Negotiation. If any Dispute is not resolved promptly in the ordinary course of business, the Parties shall attempt to resolve such Dispute by face-to-face negotiations with each other as provided herein before resorting to mediation,

arbitration or litigation. These face-to-face negotiations shall be initiated within five (5) business days (or such other period as the Parties shall otherwise agree) after notice (the “**Negotiation Notice**”) from one Party to the other and shall be conducted by a management representative of each Party with authority to settle the Dispute. Either Party may elect, upon two (2) business days written notice to the other, to bring its legal counsel to such negotiations. Nothing said or disclosed, nor any document produced, in the course of such negotiations which is not otherwise independently discoverable shall be offered or received as evidence or used for impeachment or for any other purpose in any future arbitration or litigation.

## 9. PROPRIETARY OR CONFIDENTIAL INFORMATION

- a. Nondisclosure of Proprietary Information. For purposes of this Agreement, “proprietary information” or “confidential information” disclosed by either Party to the other shall mean this Agreement, any document or material clearly identified in writing as being confidential or proprietary, and any business plan, marketing and sales information, customer information or records, third party data, software, engineering material (drawings, specifications, hardware, software, etc.), operating reports, financial information, information concerning litigation involving CenterPoint, and audit and security information. Any such information shall be safeguarded and protected by a Party with no less care than the Party exercises in safeguarding and protecting its own proprietary and confidential information. A Party’s obligation to safeguard and not disclose proprietary or confidential information of the other Party shall not apply to information that is generally available to the public, lawfully in the receiving Party’s possession prior to receipt hereunder, or lawfully obtained from third companies. If required by order of a governmental or judicial body, a Party may release to such body the proprietary and confidential information required by such order; provided further, however, prior to such release the Party shall promptly notify the other Party of the order and allow the other Party to contest any release of the proprietary or confidential information; and provided, further, the Party shall use all reasonable efforts to prevent such proprietary or confidential information from becoming disclosed to the public, including but not limited to seeking protection of such information or documents from the governmental or judicial body and limiting the disclosure of same to relevant portions of documents or information. In such cases, a Party shall exercise prudent judgment and common sense to protect proprietary and confidential information from unauthorized access, use or disclosure, and shall employ the following security practices: destroying, deleting from memory, and/or rendering unreadable documents that are no longer needed, limiting access to and dissemination of proprietary or confidential information to individuals who need to know the information for business purposes, safeguarding proprietary or confidential information by taking precautions such as locking the information up or not leaving the information unattended, and properly marking or identifying proprietary or confidential information that is likely to be distributed or transferred to or shared with other parties in the ordinary course of business.

- b. Agreement Confidential. The terms and provisions of this Agreement shall be considered confidential and proprietary and shall not be disclosed to anyone other than a Party to this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, the Parties recognize (a) that CenterPoint is a regulated electric utility, and, as such is called upon to disclose information relative to its business to the Commission and other administrative and judicial bodies with jurisdiction over CenterPoint and (b) that the City is a governmental entity subject to the Public Information Act and other open records requirements. Therefore, in the event that either Party is required by law, or by operation of rule or regulation to disclose any portion of this Agreement to one other than a Party to this Agreement, such Party shall give immediate notice to the other in order that the other Party may intervene in any such governmental or judicial proceeding to contest such disclosure, and if unsuccessful in that endeavor, to attempt to secure a protective order relative to the contents of this Agreement. The Parties further recognize that CenterPoint, as the owner of the Poles to which the City intends to affix its Attachments, is required to and will allow other parties to attach to its Poles, and that information concerning the City's Attachments will be shared with other attaching parties at CenterPoint's reasonable discretion.
- c. Request for Attorney General Opinion. To the extent the City receives a request for materials or information deemed confidential or proprietary pursuant to this Agreement ("**Protected Materials**"), the City agrees to notify CenterPoint of the request in writing by facsimile transmission and electronic mail. Upon notification of a request for disclosure of Protected Materials, CenterPoint shall timely provide to the City a written statement indicating: (a) any exemptions to the Public Information Act claimed to apply to the alleged Protected Materials; (b) the reasons supporting CenterPoint's claim that the responsive information is exempt from public disclosure under the Public Information Act and subject to treatment as Protected Materials; and (c) that counsel for CenterPoint has reviewed the Protected Materials sufficiently to state in good faith that the information is exempt from public disclosure under the Public Information Act and merits the Protected Materials designation. The City agrees to request an Attorney General's Opinion before disclosing any of the Protected Materials and will furnish CenterPoint with copies of Attorney General opinion requests it makes pertaining to the Protected Materials.

## 10. GENERAL

- a. Electricity to the City's Equipment. The City shall be responsible for arranging for the furnishing of distribution of electrical service and other electrical connections for the City's Attachments at Poles where no electricity distribution exists as of the date the City seeks (or should have sought) authorization for such Attachment. The cost of all such electrical connections beyond the boundaries of a Pole site shall be the City's additional expense outside the terms of this Agreement. The City must contract with a retail electric provider for the provision of electric power to the Attachments. The provision of electric power shall be subject to the provider's tariff for electric service.

- b. Back-up Generators. CenterPoint will not furnish back-up electricity generators for any reason during a street light outage.
- c. Radio Frequency Interference. It is expressly understood and agreed that the operation of the Attachments shall not interfere with the radio communications systems, AMS, and other equipment of CenterPoint whether existing prior to or installed after the date of this Agreement. Further, the City agrees not to interfere with the radio communications systems or other equipment of other communications companies or tenants installed on a structure prior to the installation of Attachments by City, or of any third party (*i.e.*, emergency service provider). The City agrees to mitigate with the pre-existing tenant, either by modifying or removing equipment, any complaints arising from radio frequency interference. CenterPoint shall not be responsible for any interference caused by other entities, except that CenterPoint shall require entities which attach to its facilities subsequent to the installation of Attachments by the City not to interfere with the Attachments of the City. This subsection is not intended to and shall not expand or reduce the rights or obligations of the Parties under any separately negotiated agreement related to the management of interference on the Parties' communications networks.
- d. Recognition of CenterPoint Primary Business. The City recognizes that CenterPoint's primary business is that of a public utility that transmits and distributes electricity to its customers and this business takes priority over all grants within this Agreement to the City. Given that the street light system is not designed to be used as part of a critical communications system, restoration of service to the street lights will be among CenterPoint's lowest priorities.
- e. Exclusive Access. CenterPoint will not grant exclusive or priority access to any one or more Poles and will not require existing Attachments by other providers be removed. The Guidelines include a process that governs access authorizations.
- f. Monthly Reports by City. The City will provide to CenterPoint by the fifteenth (15th) day of each month a listing of all Attachments installed on CenterPoint's Poles as of the end of the prior month. The monthly listing shall include a description of the Attachment and the Pole number, address, ESI ID or other identifier acceptable to CenterPoint.
- g. Periodic Attachment Audits. Periodic attachment audits (defined by CenterPoint) shall be made upon all Poles in order to ensure accuracy of the number of Attachments on Poles, and to confirm that safety and installation violations do not exist. This audit will be initiated upon request by either party but at a minimum of once every five (5) years upon ninety (90) day notice to either Party. The City and CenterPoint will share the costs equally. However, where CenterPoint finds that five percent (5%) or more of the Attachments violate the terms of the Agreement then the City will pay the entire cost of the audit.

- h. Accounting Standards. In computing or estimating expenses, costs, or other charges to be paid or reimbursed by the City under this Agreement, CenterPoint shall use the accounting principles, practices, and records commonly employed in its business and as permitted or required by Federal and state law.
- i. Notices. Any notice to be given by either Party to this Agreement shall be given in writing and may be effected by personal delivery, facsimile transmission or sent by certified, United States Mail, postage prepaid, addressed as follows:

If to CenterPoint:  
CenterPoint Energy Houston Electric, LLC  
4500 South Shaver  
South Houston Complex  
Houston, Texas 77034  
Attn: Christopher W. Oliver  
Facsimile: 713-945-3773

(with a duplicate copy to:)

Baker Botts L.L.P.  
910 Louisiana Street  
Houston, Texas 77002  
Attn: Jim Barkley  
Facsimile: 713-229-2773

If to the City of Houston:  
Information Technology Department  
City of Houston  
611 Walker, 8th Floor  
Houston, Texas 77002  
Attn: Director  
Facsimile: 832-395-9407

(with a duplicate copy to:)

Office of the City Attorney  
City of Houston Legal Department  
City Hall Annex  
900 Bagby, 4th Floor  
Houston, Texas 77002  
Attn: City Attorney  
Facsimile: 832-393-6259

Any notice sent in compliance with the requirements of this Section shall be deemed received on the earlier to occur of (i) the date such notice is received by the Party to whom such notice is addressed or (ii) the second (2nd) business day

after such notice is deposited in the United States Post Office or another official repository of the United States Mail.

- j. Assignment by the City. The City may not assign this Agreement to any entity without prior written notification and consent of CenterPoint. Upon assignment, the City shall be relieved of all future performance, liabilities, and obligations under this Agreement arising after the date of such assignment. This Agreement shall be binding upon and inure to the benefit of the City, its successors and permitted assigns.
- k. Relationship of Parties and Independent Contractor Status. Neither CenterPoint nor the City shall be deemed to be a partner, agent or joint venturer with or of the other by reason of this Agreement or the consummation of the transactions contemplated hereby. CenterPoint and the City shall perform their duties under this Agreement as independent contractors and at their own risk. Neither CenterPoint nor the City shall at any time hold itself out as being a partner, co-venturer or agent of the other.
- l. Publicity. Each Party shall obtain the written consent of the other Party before (i) making any announcement or releasing any information concerning this Agreement or any part thereof to any member of the public, the press or any third party or (ii) publishing any photographs or drawings identifying the property or the name, logo, customers or customers' property of the other Party.
- m. Counterparts. This Agreement may be simultaneously executed in several counterparts. All such counterparts, executed and delivered, shall constitute one instrument.
- n. Severability. Should any part of this Agreement be deemed invalid, illegal or unenforceable, such part shall be removed from this Agreement and the Agreement shall otherwise remain in full force and effect and shall be applied by the Parties in such manner as most nearly accomplishes the expressed purposes of the Parties in executing this Agreement.
- o. Governing Law; Venue. This Agreement shall be deemed to be a contract under the laws of the State of Texas. This Agreement and the rights and obligations of the Parties hereunder shall for all purposes be governed by, and shall be construed in accordance with, the laws of Texas, without regard to principles of conflicts of law. Subject to the requirements of Section 10(j) of this Agreement, the Parties hereby submit to the jurisdiction of all federal and state courts of Harris County, Texas, and hereby agree that any such court with subject matter jurisdiction shall be the exclusive forum for the determination of any dispute arising hereunder.
- p. Amendments. This Agreement may not be modified, amended or discharged, and no provision hereof may be waived, except by an instrument in writing and duly executed by an authorized signatory for the Party against whom enforcement of the amendment, modification, discharge or waiver is sought.

- q. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and it supersedes all prior oral or written agreements, commitments or understandings with respect to the subject matter hereof.

IN WITNESS WHEREOF, the undersigned have executed this Settlement Agreement on the date next to their signatures.

THE CITY OF HOUSTON, TEXAS

Bill White      Amayda M. M. M. M.

Mayor

Dated: 12-9, 2009

SEAL/ATTEST

Cynthia Russell

City Secretary

APPROVED:

Ronald Lewis

Director of Information Technology Department

APPROVED AS TO FORM:

M.T. Burtan

Assistant City Attorney

COUNTERSIGNED:

Garnice D. Parker

City Controller Leann Polt

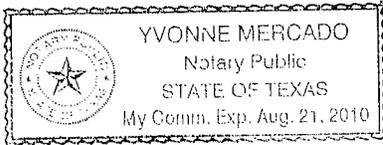
Date Countersigned: 12-15-09

CenterPoint Energy Houston Electric, LLC

By: [Signature]  
Its: Sr. V.P. Electric Operations

THE STATE OF Texas §  
COUNTY OF Harris §  
§

Before me, the undersigned authority, on Dec. 1, 2009, personally appeared Slava Prochazka the duly authorized representative and Sr. V.P. of CenterPoint Energy Houston Electric, LLC, who acknowledged that he executed this Agreement for the purposes and consideration stated herein.



[Signature]  
NOTARY PUBLIC IN AND FOR  
THE STATE OF Texas

**EXHIBIT A**

**STREET LIGHT POLE ATTACHMENT  
GUIDELINES AND PROCEDURES**



Street Light Pole Attachment  
Guidelines and Procedures

November 30, 2009

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2.9 Exhibit I Pole Attachment General Safety Information

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Unmetered Service

2.11 Exhibit K CenterPoint Energy Contact List

**CAPITALIZED TERMS NOT OTHERWISE DEFINED HEREIN SHALL HAVE THE MEANING PROVIDED IN THE POLE ATTACHMENT AGREEMENT TO WHICH THIS EXHIBIT A IS ATTACHED.**

1.1

Attachment Review / Approval and Granting of License

The submittal of the Street Light Attachment License Request Form (*Exhibit A*) and the Street Light Attachment Removal Form (*Exhibit B*) shall be the exclusive procedure to be used by the City of Houston (City) in obtaining authorization from CenterPoint Energy Houston Electric, LLC (CenterPoint or Company) to attach or remove CenterPoint-approved Equipment used by the City to provide public safety, public service, or public access under the Agreement (Attachments) to / from CenterPoint street light standards and street lights on electric distribution poles. These forms will be used to adjust the inventory of Attachments from which attachment fee billing shall be generated. All Street Light Attachment License Request Forms and all Street Light Attachment Removal Forms must be submitted to:

[dpl@centerpointenergy.com](mailto:dpl@centerpointenergy.com)

Upon initial review and preliminary acceptance by CenterPoint of each Attachment installation request, CenterPoint will provide City with an electric service identifier (ESI ID) for each acceptable location. The City will then initiate a request for electric service through the City's chosen electric service retail provider.

The City will be responsible for securing electricity to each Attachment site and establishing an electric service account with the City's chosen electric service retail provider.

Each Attachment will require its own individual electric service identifier (ESI ID) and each Attachment will be billed to the City's chosen electric service retail provider for electric service in accordance with the then current CenterPoint approved tariff. The applicable tariff for City Wi<sup>2</sup> / Repeater installations is 6.1.1.1.2 - Secondary Service Less than or Equal to 10 KVA – Unmetered Service (*Exhibit J*).

In accordance with established Retail Market Guides and Texas Standard Electronic Transaction Guides, once the City has established its account with a retail provider and the retail provider submitted Move-In Request (MVI) has been received by CenterPoint, the Attachment will be approved, the Attachment License will be issued and the electric service billing will be initiated.

The above-described Attachment review and acceptance and approval process is outlined in *Exhibit C*.

1.2

Licensing of Attachment

Before making any Attachment to any CenterPoint Poles, City shall make application to CenterPoint for a license in the form of Exhibit A, attached hereto. City shall make no Attachment prior to receipt from CenterPoint of an approved license (*Exhibit E*). City shall ensure that each Attachment is made in

accordance with the terms of the Agreement as well as the specific provisions, if any, contained in the license. City shall install each approved Attachment within three (3) months of CenterPoint's approval.

### 1.3

#### Installation Standard

City's Attachments shall be installed and maintained in accordance with the Agreement, NESC and CenterPoint requirements (*Exhibit F*) as amended from time to time. CenterPoint has reviewed and approved for installation on CenterPoint Poles two (2) device types (BreezeMax Wi<sup>2</sup> and Itron Fixed Network 2.0 Repeater). The City's standard which shall be representative of the City's attachment to CenterPoint's Poles are shown in Exhibit G and Exhibit H. Prior to construction, CenterPoint must review and approve any changes to such device types during the term of the Agreement.

City is required to only use contractors which have been approved by CenterPoint. City contractors must meet NESC requirements for installation, maintenance and removal of City Attachments. City contractor review by CenterPoint will be conducted by CenterPoint's Safety Department.

City contractor review and authorization submissions are to be directed to:

Levi Davenport  
CenterPoint Energy – Safety Dept.  
4500 S. Shaver St., Bldg. D  
Houston, TX 77035

CenterPoint shall have the right, but not the obligation, to conduct a pre-attachment field inspection and pole loading analysis of all proposed Attachment locations described in the Attachment license application. CenterPoint inspections shall not excuse City's non-compliance with this Agreement and applicable federal, state and local law.

Post-attachment inspections shall periodically be conducted by CenterPoint in accordance with the Agreement. These inspections shall not excuse City's non-compliance with NESC or Company construction standards, applicable federal, state and or local law.

### 1.4

#### Maintenance of Attachments

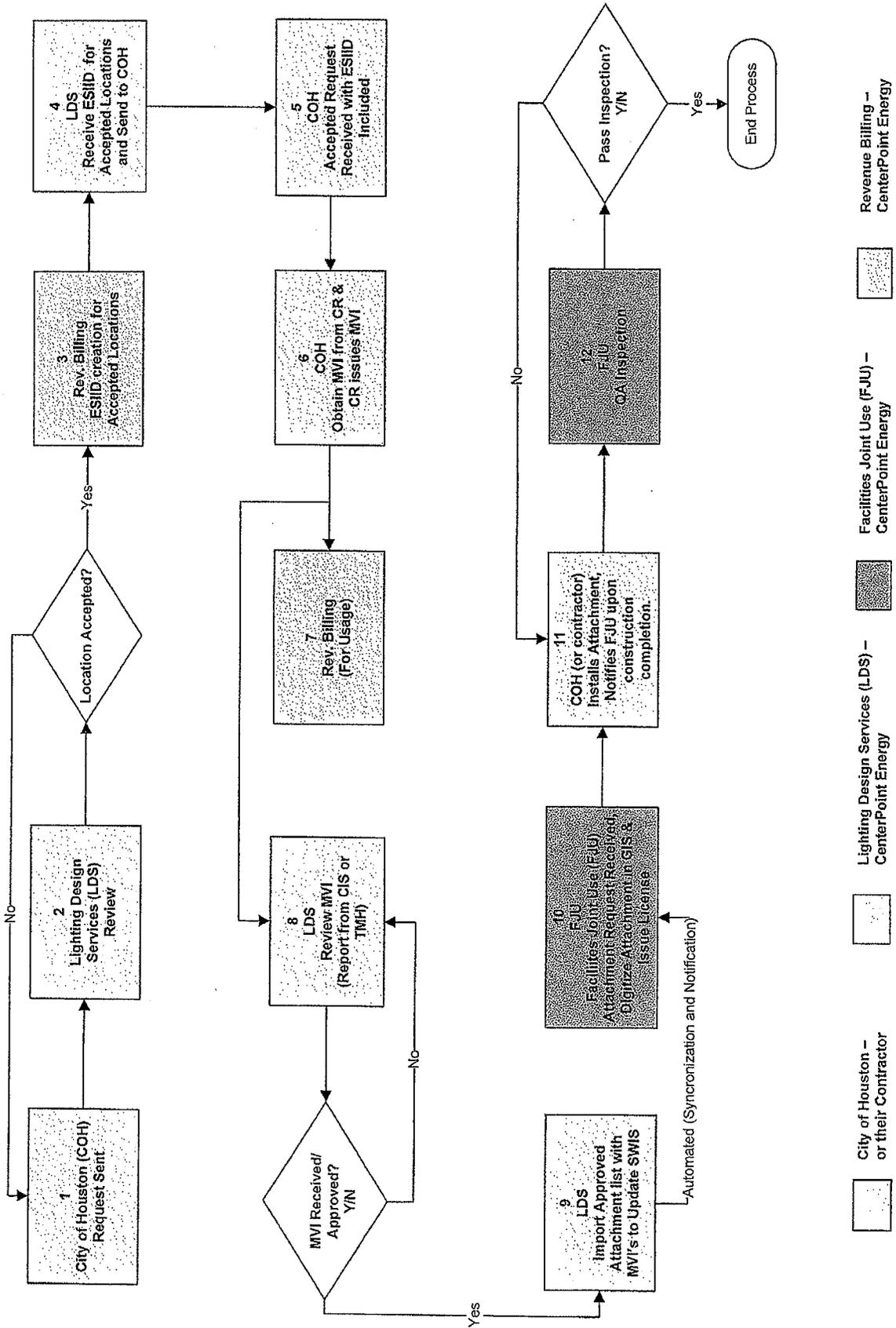
City shall, at its own expense, make and maintain Attachments to CenterPoint's Poles in a safe and workmanlike manner in accordance with the Agreement, industry standards and all applicable federal, state and local codes and laws, including NESC. Violations of applicable federal, state and local codes, CenterPoint or NESC requirements, which are discovered by CenterPoint, shall within thirty (30) days or a mutually agreed upon time be corrected in accordance within the terms of the Agreement. Failure by City to maintain its Attachments or to correct any violations of applicable federal, state or local codes or laws may result in termination of the Agreement.

All Attachments will be owned, operated and maintained by City. In the event of a knockdown of a CenterPoint Pole containing City's Equipment, CenterPoint may remove or relocate City's Attachments and may store the Attachments at CenterPoint's or its contractor's facilities for a period of up to thirty (30) days.





# City of Houston WiFi & AMR Attachments on CenterPoint Energy - Street Light Facilities



- City of Houston – or their Contractor
- Lighting Design Services (LDS) – CenterPoint Energy
- Facilities Joint Use (FJU) – CenterPoint Energy
- Revenue Billing – CenterPoint Energy

## Criteria of Suitable Street Light Standards for Wi-Fi and Repeater Attachments

1. Installation shall be in accordance with CenterPoint-approved Attachment specification drawings.
2. Installation shall be limited to 120 / 240 volt cobra style street light standards only.
3. Street light standards with single arm attachment only.
4. Wi-Fi / Repeater devices cannot be installed on the following standards:
  - a. Standards served by overhead wiring
  - b. Standards which are "relayed"
  - c. Decorative street light standards
  - d. Standards served by 480 volt service
  - e. Standards with existing additional equipment installed
5. Wi-Fi equipment, exclusive of Repeater, shall not be installed on street light arm.
6. Wi-Fi equipment shall not be installed on street light standards with signs of questionable structural integrity. The following are indications that the standard is not suitable for additional loading:
  - a. Rust penetrating into or through the base metal, welds, base plate, anchor bolts or anchor nuts.
  - b. Dented or broken surfaces or welds indicating vehicles or other objects have impacted or damaged the standard
  - c. Leaning, bowed or bent standards
7. Only equipment and arrangements that have been reviewed and approved by CenterPoint will be allowed to be installed
8. Except as provided in the Agreement, only contractors reviewed and approved by CenterPoint will be permitted to be used for operations and maintenance of attachments.

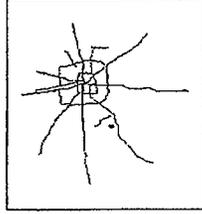
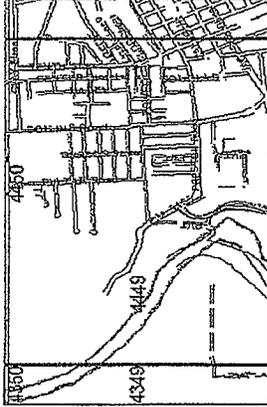
# CENTERPOINT ENERGY POLE ATTACHMENT GUIDELINES AND PROCEDURES

## CenterPoint Energy SITE LICENSE

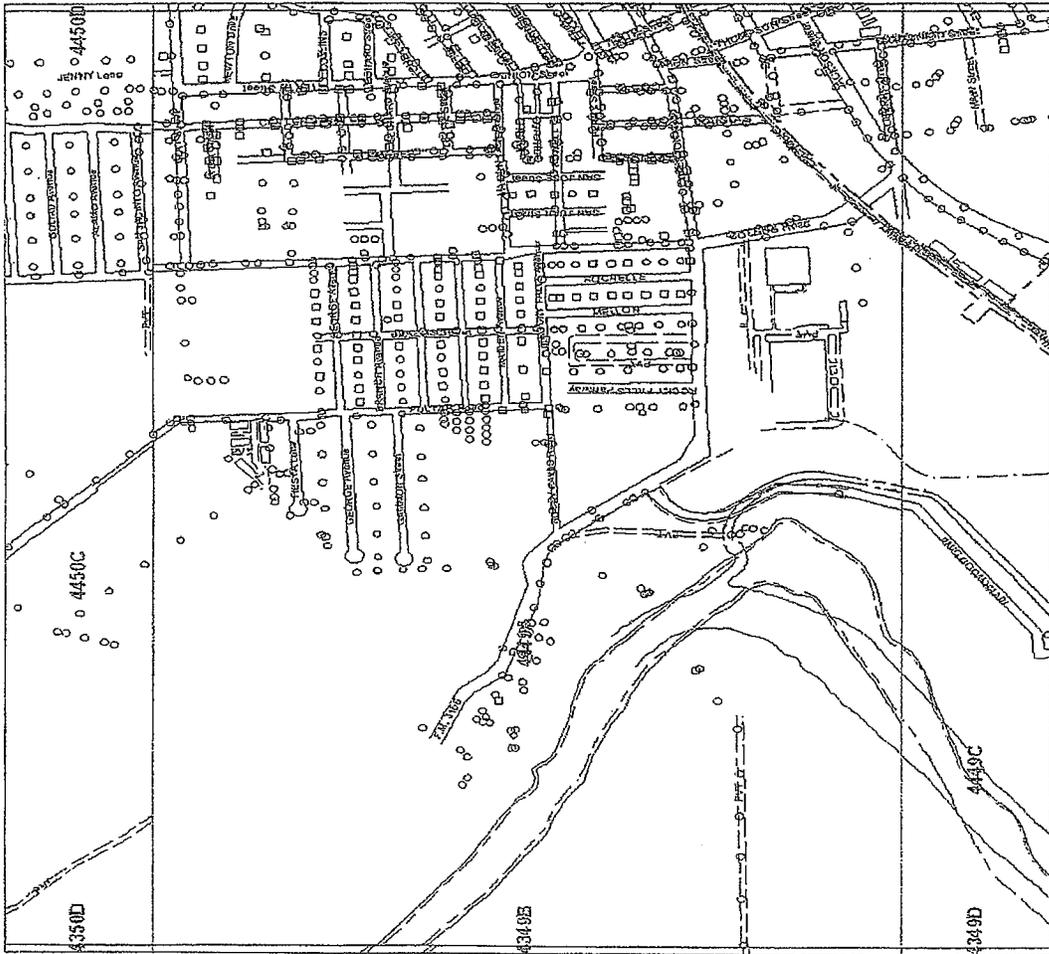
LICENSEE: 44500  
 POLE ATTACHMENT AGREEMENT DATE:  
 LICENSE NO.:  
 EFFECTIVE DATE:  
 LICENSED CONTACTS:  
 DATE PLOTTED:  
 REPLACES LICENSE:  
 DATED:

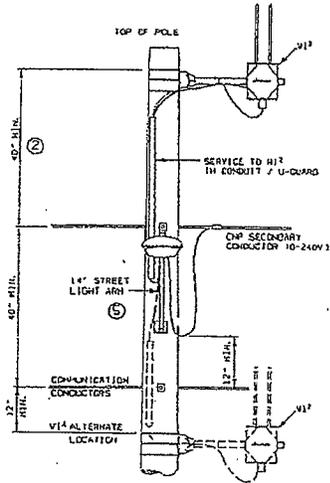
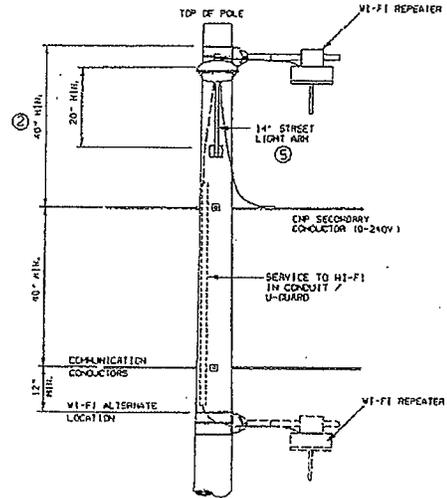
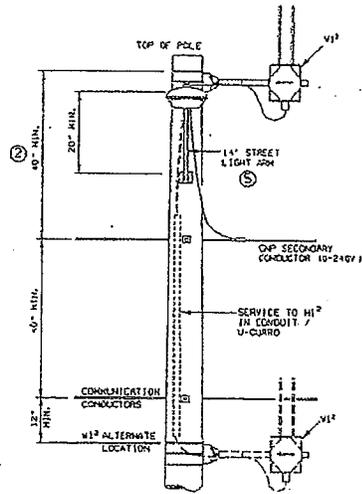
This license authorizes licensee's pole attachments on CNP's poles (shown at left and referenced above) in accordance with the above-referenced Pole Attachment Agreement, (its terms and conditions of which are incorporated by reference herein).  
 Licensee agrees that its installations will comply with all requirements of the National Electrical Safety Code (NESC), CNP's Pole Attachment Guidelines and Procedures, and all other applicable standards and requirements.  
 Licensee Authorization By: *[Signature]*  
 Victor C. Westbrook

LEGEND:  
 ○ CNP Owned Pole  
 □ Foreign Owned Pole, CNP Contacting  
 \* CNP Poles Contacted By Licensee This License



1 inch equals 800 feet  
 1 inch equals 0.11 miles





- ① REPEATER SHALL NOT BE MOUNTED ON STREET LIGHTS INSTALLED IN THE 40' MINIMUM COMMUNICATION SAFETY ZONE PER NESC 235C4 & 238E OR THE SUPPLY ZONE PER NESC 235I.
- ② IF SPACE ABOVE STREET LIGHT OR SECONDARY CONDUCTOR WILL NOT PERMIT PROPER INSTALLATION OF HI²/ REPEATER EQUIPMENT AS SHOWN, INSTALL THE UNIT AT THE ALTERNATE LOCATION BELOW THE COMMUNICATION SPACE AS SHOWN.
- ③ ALL LOCATIONS MUST BE APPROVED BY CNP PRIOR TO INSTALLATION.
- ④ MAINTAIN PROPER CLEARANCE IN ACCORDANCE WITH THE NESC REQUIREMENT.
- ⑤ INSTALLATION SHALL BE LIMITED TO POLES WITH 120/240V SECONDARY. ANY POLE WITH 480V SERVICE CANNOT BE USED.
- ⑥ THE P.E.R. ON EXISTING STREET LIGHTS CAN BE USED TO POWER THE HI²/ REPEATER EQUIPMENT. ALL CORDS RUNNING ALONG THE STREET LIGHT ARM SHALL BE SECURELY FASTENED USING TIE WRAPS EVERY 2 FEET.
- ⑦ ONLY ONE HI²/ REPEATER INSTALLATION IS ALLOWED PER POLE.
- ⑧ THE HI²/ REPEATER ANTENNA SHOULD BE INSTALLED PERPENDICULAR TO COMMUNICATION OR CNP SUPPLY CONDUCTOR.
- ⑨ ONLY QUALIFIED PERSONNEL WILL BE ALLOWED TO INSTALL THE CONDUCTOR THRU THE COMMUNICATION SAFETY ZONE AND MAKE FINAL CONNECTION TO THE STREET LIGHT HEAD.
- ⑩ THE ANTENNA SHALL NOT BE MOUNTED ON THE SAME FACE OF THE POLE WHERE COMMUNICATION OR CNP SUPPLY CONDUCTOR IS INSTALLED.

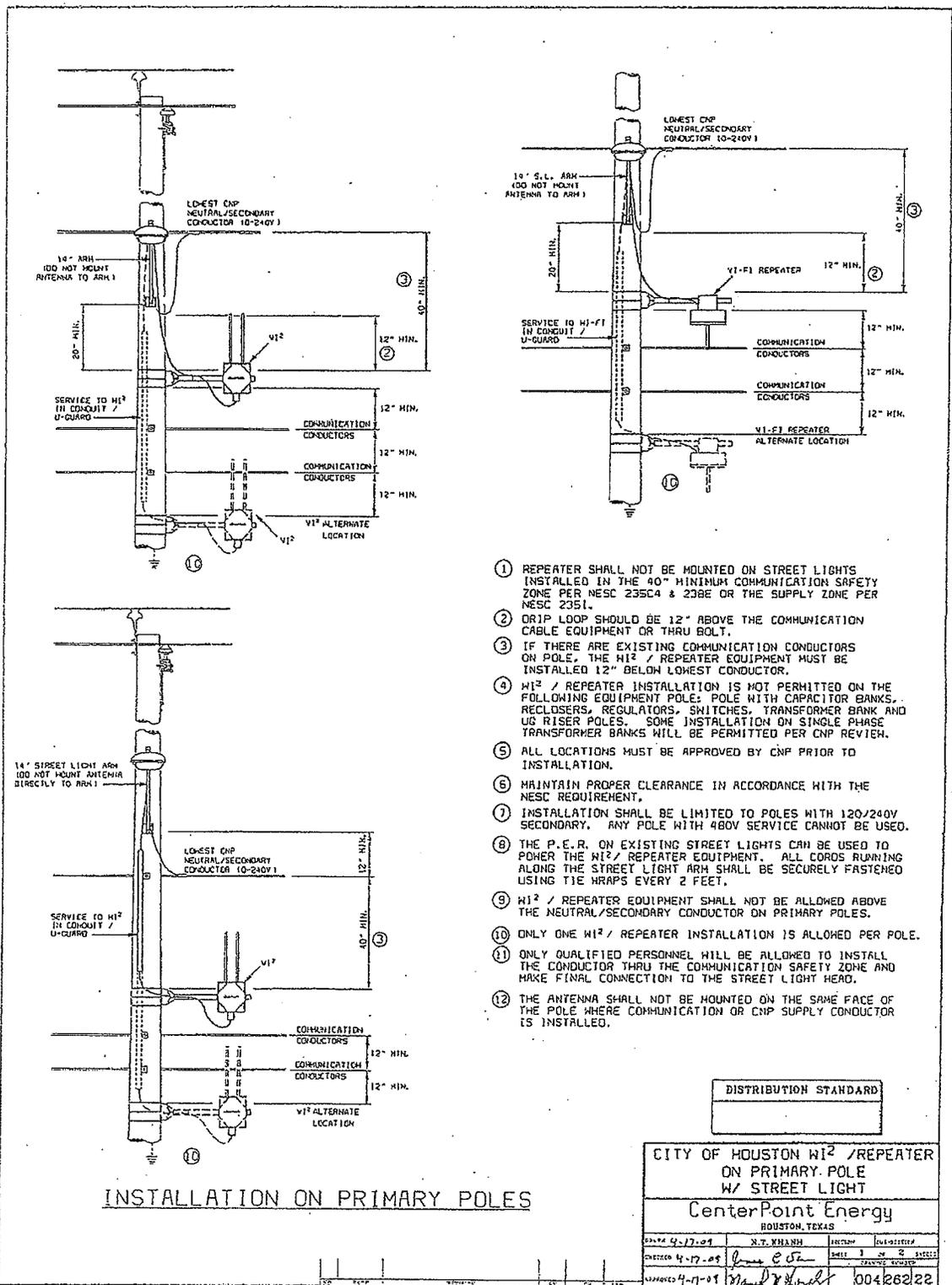
INSTALLATION ON SECONDARY POLES

DISTRIBUTION STANDARD

CITY OF HOUSTON HI² / REPEATER ON SECONDARY POLE W/ STREET LIGHT

CenterPoint Energy

HOUSTON, TEXAS			
DESIGN 4-17-04	H.T. KHANH	ISSUES	REVISIONS
DESIGN 4-17-04	John C. De	SHEET 2 OF 2 SHEETS	3/15/04 SHEET
ISSUED 4-17-04	Manuel M. Hoyle	00428222	

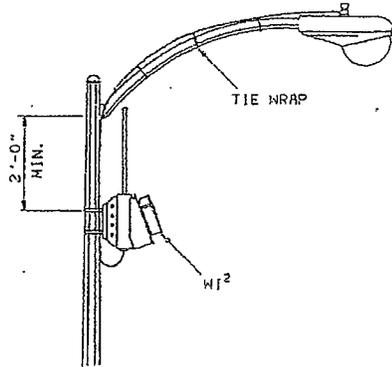


- ① REPEATER SHALL NOT BE MOUNTED ON STREET LIGHTS (INSTALLED IN THE 40" MINIMUM COMMUNICATION SAFETY ZONE PER NESC 235C4 & 238E OR THE SUPPLY ZONE PER NESC 235L).
- ② DRIP LOOP SHOULD BE 12" ABOVE THE COMMUNICATION CABLE EQUIPMENT OR THRU BOLT.
- ③ IF THERE ARE EXISTING COMMUNICATION CONDUCTORS ON POLE, THE W12 / REPEATER EQUIPMENT MUST BE INSTALLED 12" BELOW LOWEST CONDUCTOR.
- ④ W12 / REPEATER INSTALLATION IS NOT PERMITTED ON THE FOLLOWING EQUIPMENT POLE: POLE WITH CAPACITOR BANKS, REclosERS, REGULATORS, SWITCHES, TRANSFORMER BANK AND UG RISER POLES. SOME INSTALLATION ON SINGLE PHASE TRANSFORMER BANKS WILL BE PERMITTED PER CNP REVIEW.
- ⑤ ALL LOCATIONS MUST BE APPROVED BY CNP PRIOR TO INSTALLATION.
- ⑥ MAINTAIN PROPER CLEARANCE IN ACCORDANCE WITH THE NESC REQUIREMENT.
- ⑦ INSTALLATION SHALL BE LIMITED TO POLES WITH 120/240V SECONDARY. ANY POLE WITH 480V SERVICE CANNOT BE USED.
- ⑧ THE P.E.R. ON EXISTING STREET LIGHTS CAN BE USED TO POWER THE W12 / REPEATER EQUIPMENT. ALL CORDS RUNNING ALONG THE STREET LIGHT ARM SHALL BE SECURELY FASTENED USING TIE WRAPS EVERY 2 FEET.
- ⑨ W12 / REPEATER EQUIPMENT SHALL NOT BE ALLOWED ABOVE THE NEUTRAL/SECONDARY CONDUCTOR ON PRIMARY POLES.
- ⑩ ONLY ONE W12 / REPEATER INSTALLATION IS ALLOWED PER POLE.
- ⑪ ONLY QUALIFIED PERSONNEL WILL BE ALLOWED TO INSTALL THE CONDUCTOR THRU THE COMMUNICATION SAFETY ZONE AND MAKE FINAL CONNECTION TO THE STREET LIGHT HEAD.
- ⑫ THE ANTENNA SHALL NOT BE MOUNTED ON THE SAME FACE OF THE POLE WHERE COMMUNICATION OR CNP SUPPLY CONDUCTOR IS INSTALLED.

DISTRIBUTION STANDARD

INSTALLATION ON PRIMARY POLES

CITY OF HOUSTON W12 / REPEATER ON PRIMARY POLE W/ STREET LIGHT			
CenterPoint Energy HOUSTON, TEXAS			
DATE 4-17-09	N.T. KHANH	INCHES	UNASSIGNED
CHECKED 4-17-09	James C. De...	SHEET 1	OF 2 SHEETS
APPROVED 4-17-09	Manuel D. Lopez	DRAWING NUMBER 00426222	



NOTES ON STREETLIGHT STANDARDS:

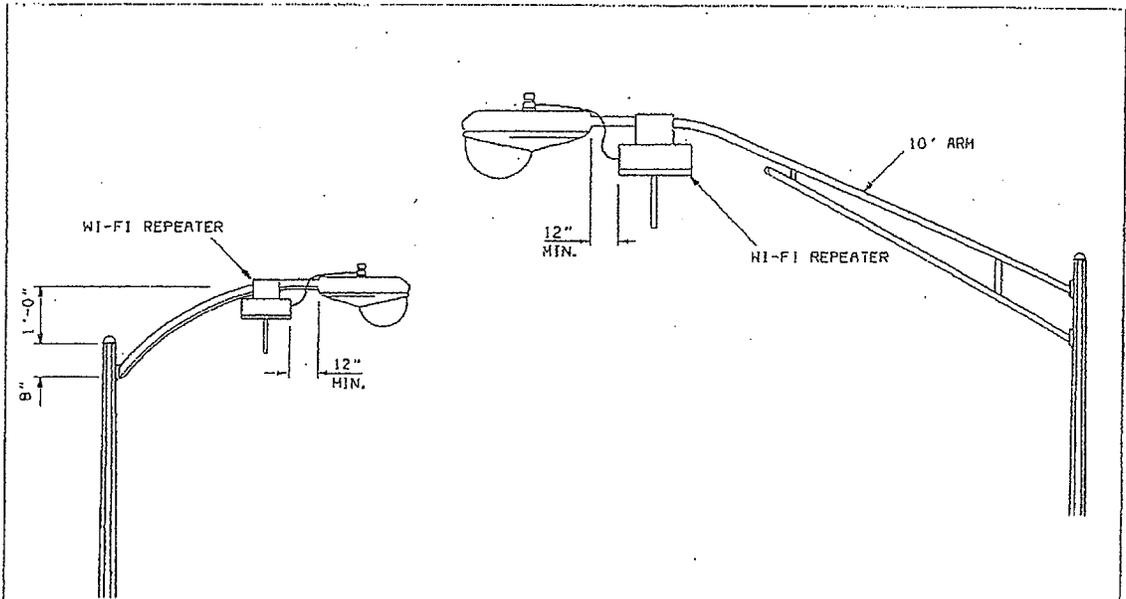
1. INSTALLATION SHALL BE LIMITED TO 120/240 VOLT COBRA STYLE STREETLIGHT ONLY.
2. WI<sup>2</sup> CANNOT BE INSTALLED IN THE FOLLOWING STANDARDS:
  - \* STANDARDS SERVED BY OVERHEAD WIRING
  - \* DECORATIVE STREETLIGHT STANDARDS
  - \* STANDARDS WITH EXISTING WI<sup>2</sup> OR OTHER ADDITIONAL EQUIPMENT INSTALLED.
3. WI<sup>2</sup> SHALL NOT BE INSTALLED ON STREETLIGHT STANDARDS WITH SIGN OF QUESTIONABLE STRUCTURAL INTEGRITY. THE FOLLOWING ARE INDICATIONS THAT THE STANDARD IS NOT SUITABLE FOR ADDITIONAL LOADING:
  - \* RUST PENETRATING INTO OR THROUGH THE BASE METAL, WELDS, BASE PLATE, ANCHOR BOLTS OR ANCHOR NUTS
  - \* DENTED OR BROKEN SURFACES OR WELDS INDICATING VEHICLES OR OTHER OBJECTS HAVE IMPACTED DAMAGED THE STANDARD
  - \* LEANING, BOWED OR BENT STANDARD.
4. ALL CABLES MUST BE SECURELY ATTACHED TO THE STREETLIGHT ARM WITH TIE WRAPS EVERY TWO FEET.
5. DRILLING OF POLE WILL NOT BE PERMITTED.
6. BANDS FOR BRACKET INSTALLATION MUST BE INSTALLED A MINIMUM OF 6" AWAY FROM THE ARM'S SIMPLEX FITTING.
7. ALL LOCATIONS MUST BE APPROVED BY CNP PRIOR TO INSTALLATION.

DISTRIBUTION STANDARD

CITY OF HOUSTON WI<sup>2</sup>  
ON STEEL STREETLIGHT STANDARD

CenterPoint Energy  
HOUSTON, TEXAS

DATE 9-17-07	N.T. KHANH	DESIGN
CHECKED 4-19-09	<i>[Signature]</i>	DATE 1 OF 1 SHEET
APPROVED 4-17-09	<i>[Signature]</i>	REVISED 2/23/09
		1004262/23



NOTES ON STREETLIGHT STANDARDS:

1. INSTALLATION SHALL BE LIMITED TO 120/240 VOLT COBRA STYLE STREETLIGHT ONLY.
2. STREETLIGHT STANDARDS WITH SINGLE ARM ATTACHMENTS ONLY.
3. WI-FI CANNOT BE INSTALLED IN THE FOLLOWING STANDARDS:
  - \* STANDARDS SERVED BY OVERHEAD WIRING
  - \* DECORATIVE STREETLIGHT STANDARDS
  - \* STANDARDS WITH EXISTING WI-FI OR OTHER ADDITIONAL EQUIPMENT INSTALLED.
4. REPEATER SHALL NOT BE INSTALLED ON STREETLIGHT STANDARDS WITH SIGN OF QUESTIONABLE STRUCTURAL INTEGRITY. THE FOLLOWING ARE INDICATIONS THAT THE STANDARD IS NOT SUITABLE FOR ADDITIONAL LOADING:
  - \* RUST PENETRATING INTO OR THROUGH THE BASE METAL, WELDS, BASE PLATE, ANCHOR BOLTS OR ANCHOR NUTS
  - \* DENTED OR BROKEN SURFACES OR WELDS INDICATING VEHICLES OR OTHER OBJECTS HAVE IMPACTED DAMAGED THE STANDARD
  - \* LEANING, BOWED, OR BENT STANDARD.
5. ONLY ONE REPEATER INSTALLATION PER STANDARD WILL BE ALLOWED. MAXIMUM WEIGHT TO BE MOUNTED TO ARM IS 25 LBS.
6. REPEATER SHALL BE MOUNTED AT LEAST 12" FROM LUMINAIRES HEAD.
7. ALL CABLES MUST BE SECURELY ATTACHED TO THE STREETLIGHT ARM WITH TIE WRAPS EVERY TWO FEET.
8. ALL LOCATIONS MUST BE APPROVED BY CNP PRIOR TO INSTALLATION.

DISTRIBUTION STANDARD

CITY OF HOUSTON REPEATER  
ON STEEL STREETLIGHT STANDARD

CenterPoint Energy  
HOUSTON, TEXAS

DESIGN 4-17-09	N.T. KHANH	ENGINEER
CHECKED 4-17-09	James C. [Signature]	SEAL
APPROVED 4-17-09	Manu [Signature]	1004282/21



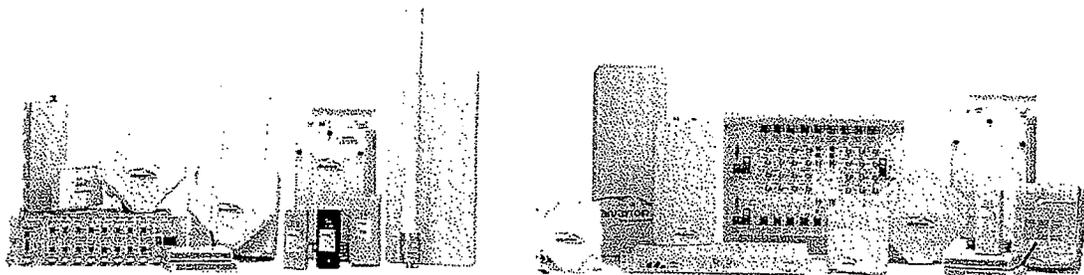
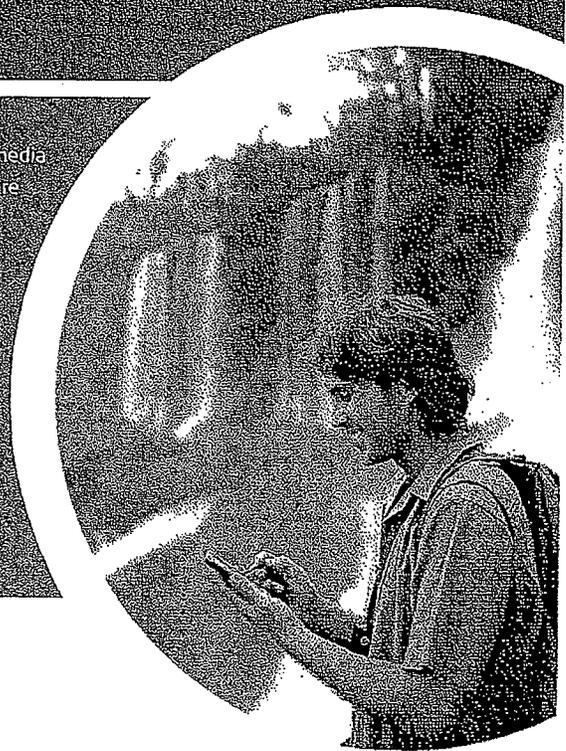
# BreezeMAX™ Wi<sup>2</sup> & BreezeACCESS® Wi<sup>2</sup>

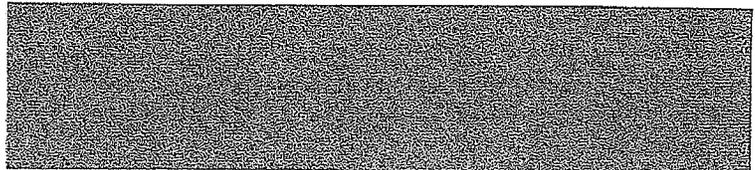
Personal Broadband Solution

Today's lifestyles mean an ever-growing thirst to receive data, voice and multimedia services anytime, anywhere. And to meet this demand, operators of all types are building advanced broadband networks using various technologies—from Wi-Fi and WiMAX—to provide Personal Broadband Services.

But regardless of the specific technology chosen, the ideal infrastructure must be robust and sufficiently flexible to deliver Personal Broadband Services today while giving the ability to transition to future technologies. The goal is to offer end users improved productivity, lifestyles, and convenience over a sustained period.

For deploying a Personal Broadband network today, Alvarion's combination of the best of Wi-Fi access with the robust and quality-of-service of WiMAX is the perfect solution.





Personal Broadband services, or the convenience of having all your communication services delivered to you on a handheld device anytime, anywhere, is the ultimate in method to increase user productivity and convenience. Personal Broadband can best be provided today by a combination of Wi-Fi for access and WiMAX for backhaul.

Alvarion's WiMAX / Wi-Fi hybrid system does just that in being a powerful, yet cost-effective converged network that unites Wi-Fi hotspots with WiMAX backhaul to provide Personal Broadband services. As a converged system, it also gives operators the ability to migrate to a fully Mobile WiMAX network with managed services for Personal Broadband users.

Operating in both licensed and licensed-exempt frequencies, the BreezeMAX Wi<sup>2</sup> and BreezeACCESS Wi<sup>2</sup> leverage the availability of Wi-Fi technology – along with the power and robustness of WiMAX quality-of-service (QoS) – to answer critical public and private sector needs. Applications include traffic management, video surveillance, public Internet access, homeland security, and nomadic services.

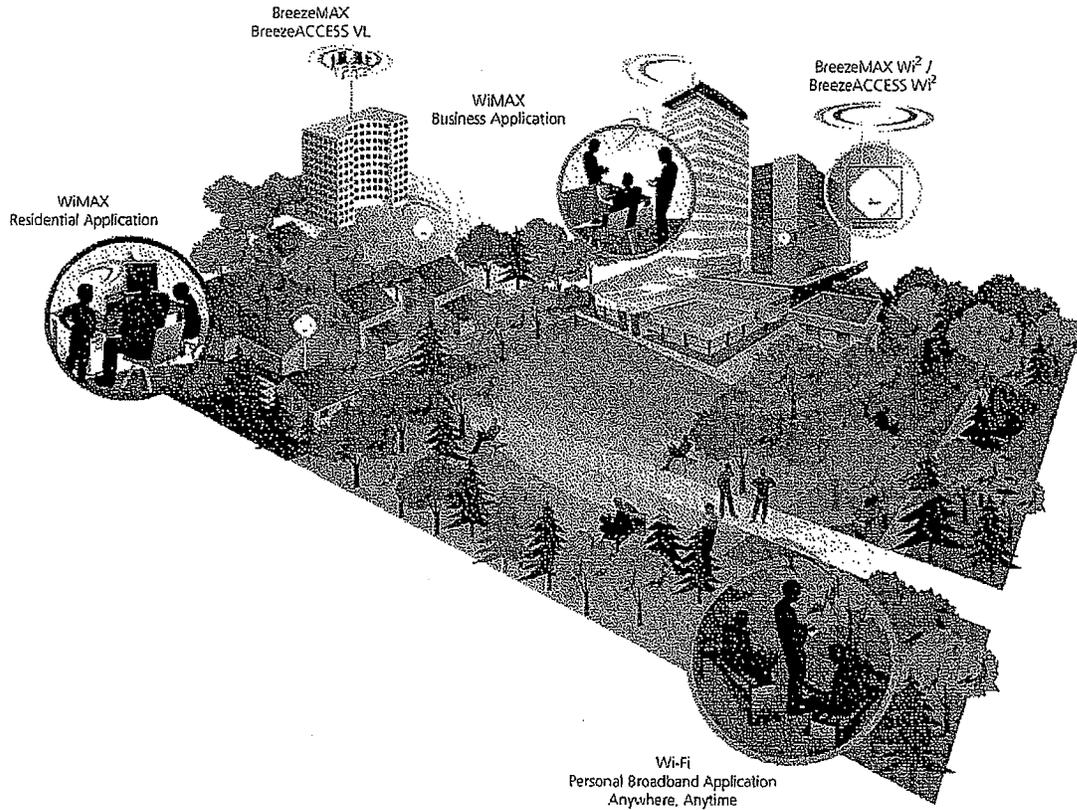
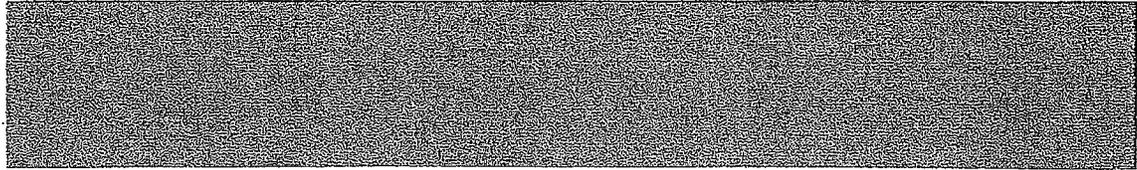
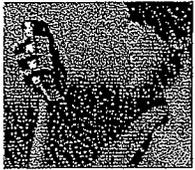
## All Outdoor Combined WiMAX / Wi-Fi solution

The system combines a fully ruggedized, outdoor Wi-Fi access point with a WiMAX CPE for backhaul. With its advanced software, BreezeMAX Wi<sup>2</sup> and BreezeACCESS Wi<sup>2</sup> can be deployed almost anywhere to provide broadband access to standard Wi-Fi (IEEE 802.11 b/g) end user devices.

Used in conjunction with Alvarion's market-leading BreezeMAX or BreezeACCESS VL base stations, it can be used to expand the existing capabilities of WiMAX at 2.X, 3.X and 5.X GHz. Using BreezeMAX Wi<sup>2</sup> and BreezeACCESS Wi<sup>2</sup>, a WiMAX or pre-WiMAX network can be used to provide Personal Broadband services to high-end business as well as residential users equipped with Wi-Fi enabled devices such as laptops, PDAs, smart phones, and portable gaming devices.



BreezeMAX Wi<sup>2</sup> and BreezeACCESS Wi<sup>2</sup> are self-contained, robust all-outdoor systems that require only a single connection to either AC or DC power. With its easy installation and operation, high performance, and rich security and QoS features, BreezeMAX Wi<sup>2</sup> and BreezeACCESS Wi<sup>2</sup> are ideal solutions for operators, municipalities and communities looking to build metropolitan broadband networks or to integrate Wi-Fi hot zone capabilities into their existing WiMAX and pre-WiMAX networks. The result is Personal Broadband services ranging from public Internet access to public safety and Intranet applications.



## Economic Advantages

- Converged network serving mobile Wi-Fi users using WiMAX/pre-WiMAX networks yielding significant installation and operations savings
- Rich set of secure differentiated service levels enabling Intranet, public access, and homeland security applications over one network
- Migration path to a 802.16e Mobile WiMAX network
- Low maintenance costs using comprehensive AlvariSTAR network management system with high service availability and optional OSS for user management

## Technical Advantages

- Future-ready modularity and flexibility to integrate new technologies such as 802.16e and MIMO
- Supports WiMAX/pre-WiMAX operation in 2.X, 3.X and 5.X GHz
- Rich features including end-to-end QoS, virtual AP, VLAN and VLAN mapping, and 802.11i and 802.1x security
- Comprehensive full solution combining BreezeACCESS VL or BreezeMAX for backhauling with a robust high power and feature rich Wi-Fi 802.11 b/g access point

## Headquarters

International Corporate Headquarters  
Tel: +972.3.645.6262  
Email: corporate-sales@alvarion.com

North America Headquarters  
Tel: +1.650.314.2500  
Email: n.america-sales@alvarion.com

## Sales Contacts

Australia  
Email: australia-sales@alvarion.com

Brazil  
Email: brazil-sales@alvarion.com

Canada  
Email: canada-sales@alvarion.com

China  
Email: china-sales@alvarion.com

Czech Republic  
Email: czech-sales@alvarion.com

France  
Email: france-sales@alvarion.com

Germany  
Email: germany-sales@alvarion.com

Hong Kong  
Email: hongkong-sales@alvarion.com

Italy  
Email: italy-sales@alvarion.com

Ireland  
Email: uk-sales@alvarion.com

Japan  
Email: japan-sales@alvarion.com

Latin America  
Email: lasales@alvarion.com

Mexico  
Email: mexico-sales@alvarion.com

Nigeria  
Email: nigeria-sales@alvarion.com

Philippines  
Email: far.east-sales@alvarion.com

Poland  
Email: poland-sales@alvarion.com

Romania  
Email: romania-sales@alvarion.com

Russia  
Email: info@alvarion.ru

Singapore  
Email: far.east-sales@alvarion.com

South Africa  
Email: africa-sales@alvarion.com

Spain  
Email: spain-sales@alvarion.com

U.K.  
Email: uk-sales@alvarion.com

Uruguay  
Email: uruguay-sales@alvarion.com

For the latest contact information in your area, please visit:

[www.alvarion.com/company/locations](http://www.alvarion.com/company/locations)



[www.alvarion.com](http://www.alvarion.com)

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## Specifications

### Wi-Fi Access Point Specifications

**Data Rates**  
802.11g: 6, 9, 11, 12, 18, 24, 36, 48, 54 Mbps per channel  
802.11b: 1, 2, 5.5, 11 Mbps per channel

**Maximum Channels**  
FCC/AC: 1-11  
ETSI: 1-13  
Japan: 1-14

**Maximum Clients**  
128 for the radio interface set to access point mode

**Modulation Types**  
802.11g: CCK, BPSK, QPSK, OFDM  
802.11b: CCK, BPSK, QPSK

**Operating Frequency**  
802.11b/g:  
2.4 ~ 2.4835 GHz (US, Canada, ETSI)  
2.4 ~ 2.497 GHz (Japan)

**Network Management**  
Web-management, Telnet, SNMP

### Wi-Fi Access Point Specifications

802.11g	6 Mbps	9 Mbps	12 Mbps	18 Mbps	24 Mbps	36 Mbps	48 Mbps	54 Mbps
TX power (dbm)	20	20	20	20	20	19	19	18
RX sensitivity (dbm)	-91	-90	-89	-88	-84	-80	-75	-73

802.11b	1 Mbps	2 Mbps	5.5 Mbps	11 Mbps
TX power (dbm)	20	20	20	20
RX sensitivity (dbm)	-96	-93	-93	-90

### SW Features

**Layer 2 Features**  
Bridge mode  
VLAN (Guest, Default, Dynamic RADIUS-based)  
Spanning Tree (802.1D and 802.1W)

**Security Features**  
WEP, AES  
WPA/TKIP over 802.1x & PSK  
802.11i/WPA2  
802.1x supplicant mode  
Rogue AP Prevention via 802.1x  
Static Port Security (MAC-based) (Mac 1024)

**Close System - Hiding SSID from Beacon**  
RADIUS authentication  
Access Control List (Mac SA, DA, Ether Type)  
Multiple SSID (BSSID, Virtual AP's) - 4 per Wireless Interface

**QoS**  
WRR (Weighted Round Robin)  
Strict Priority scheduling  
802.11e (WMM baseline)

**Hotspot**  
Prevent Communication between

**Wireless Clients**  
RADIUS Accounting (AAA)  
Background Scan & Rouge AP detection  
802.11f - IAPP Roaming (draft 2.2)  
802.11d Broadcast Country Code

**Management**  
SNMP (v1, v2c, v3)  
Web access + HTTPS and SSL (Secured Web)  
Telnet + SSH V1.5 & V2 (Secured Telnet session)  
SNTP

### Physical Dimensions

**Physical Size**  
32.9 x 27.8 x 21.1 cm (13.0 x 11.0 x 8.3 in) H x W x D

**Weight**  
7.0 kg (49.37 lbs)

**Temperature**  
Operating: -40 to 60°C (-40 to 140°F)  
Storage: -55 to 80°C (-67 to 176°F)

**Humidity**  
5% to 95% (non-condensing)

**EMC Compliance (Class B)**  
FCC Class B (US)  
RTTED 1999/5/EC  
DGT (Taiwan)

\*For backhaul specifications, please see BreezeMAX or BreezeACCESS VL documentation as appropriate  
\*For further information, please contact your local Alvarion sales representative



Knowledge to Shape Your Future

# Fixed Network 2.0 Repeater

The Itron Fixed Network 2.0 Repeater is a network component that continuously forwards meter data from nearby endpoints to the Fixed Network 2.0 Cell Control Unit (CCU). The CCU, in turn, communicates the information to the Fixed Network application software.

Repeaters communicate with endpoints and the CCU in the 900 MHz radio band. All the endpoints are in an auto-discovery mode for repeaters. All repeaters are in a similar auto-discovery mode for the CCUs.

Automatic functions performed by the Fixed Network 2.0 Repeater include:

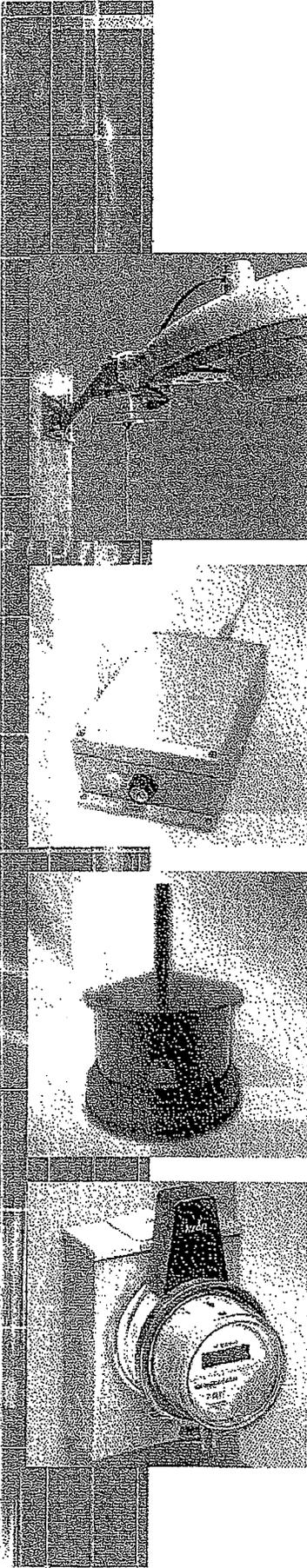
- > Auto-discovery of the endpoints under its footprint
- > Forwards positive outage (PON) and restoration notices, enabling accurate and timely outage detection
- > Multi-channel frequency hopping
  - > Scans for meter transmissions
  - > Decodes and validates packets
  - > Filters packets – reduces transmissions of recent and frequently heard meters
  - > Retransmits packets on a new channel away from endpoint channels
- > Sends status message to CCU for network troubleshooting

Repeaters provide the following benefits in a Fixed Network 2.0 deployment:

- > Expand network coverage into hard-to-read areas, due to topography or other signal disturbances
- > Help provide a very cost-effective fixed network solution
- > Add flexibility for network layout
- > Increases read redundancy

The Fixed Network 2.0 Repeater comes in four models:

- > Pole-Mount Repeater
- > Wall-Mount Repeater
- > Decorative-Mount Repeater
- > Sleeve-Mount Repeater (not available with PON)



### Functional

- > Power source: single-phase 120-240V AC auto-ranging
- > Power consumption: 1.5W, 1kWh a month
- > Operating and storage temperatures: -40°C to +85°C (-40°F to +185°F)
- > Operating humidity: 5 to 95% non-condensing relative humidity
- > Product identification: numeric and bar-coded repeater module serial number
- > FCC compliance: Part 15 certified
- > ANSI compliance: C12.1 standards

### Operational

- > Receive/Transmit frequency range: 908-924 MHz
- > Data integrity: verified in every data message

### Physical Dimensions

#### Sleeve-Mount Repeater

- > Meter sleeve mount: J4S, J5S
- > Height: 11.0" (27.94 cm)
- > Width: 6.875" (17.46 cm)
- > Depth: 4.25" (10.8 cm)
- > Weight: 2.2 lbs.

#### Wall-Mount Repeater

- > Height: 5.5" (14.0 cm)
- > Width: 9.5" (24 cm)
- > Depth: 2.75" (7.1 cm) without antenna
- > Weight: 4.0 lbs.

#### Decorative-Mount Repeater

- > Diameter: 6" (15.24 cm)
- > Height: 7.5" (19.0 cm)
- > Weight: 1.8 lbs.

#### Pole-Mount Repeater

- > Height: 5.5" (14.0 cm)
- > Width: 9.5" (24 cm)
- > Depth: 2.75" (7.1 cm) without antenna
- > Weight: 4.0 lbs.

### Itron Inc.

Itron is a leading technology provider and critical source of knowledge to the global energy and water industries. Nearly 3,000 utilities worldwide rely on Itron technology to deliver the knowledge they require to optimize the delivery and use of energy and water. Itron delivers value to its clients by providing industry-leading solutions for electricity metering; meter data collection; energy information management; demand response; load forecasting, analysis and consulting services; distribution system design and optimization; web-based workforce automation; and enterprise and residential energy management.

To know more, start here: [www.itron.com](http://www.itron.com)



#### Corporate Headquarters

2111 North Molter Road  
Liberty Lake, Washington 99019  
U.S.A.  
Phone: 1.800.635.5461  
Fax: 1.509.891.3355  
[www.itron.com](http://www.itron.com)

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Publication 100438SP-02  
1/07

**CENTERPOINT ENERGY  
POLE ATTACHMENT GUIDELINES AND PROCEDURES**

This section addresses general pole safety information, including descriptions of the various chemical wood pole preservatives, pole warning markers, pole climbing precautions and construction safety practices.



**Public  
Safety**

# CENTERPOINT ENERGY POLE ATTACHMENT GUIDELINES AND PROCEDURES

## GENERAL CONSTRUCTION SAFETY

Attaching companies are reminded that CNP's distribution poles are part of an overhead electrical distribution system. The power lines attached to these poles should be presumed energized, and all persons, including attaching companies' employees and contractors, must exercise caution and take all reasonable precautions when working on or near electric utility poles and/or near high-voltage lines.

CNP's employees and contractors are specially trained to perform their jobs safely by applying basic safety principles, especially around high voltage lines. Likewise, CNP strongly urges attaching companies to stress to their employees and contractors the importance of electrical safety.

## SAFETY REGULATIONS AND REQUIREMENTS

Certain Federal regulations and Texas statutes directly address construction activity in the vicinity of overhead electric lines, and violators are subject to criminal penalties and civil liabilities. These laws apply to employers, contractors, owners and any other parties or persons responsible for or engaged in construction activities. Two such statutes are briefly discussed below.

**TEXAS LAW** - As per *Chapter 752* of the Texas Health & Safety Code, construction activity is prohibited if such work creates the possibility that anything – including a worker, tool, piece of machinery, etc. – may come within *six (6)* feet of an energized overhead high voltage power line.

**FEDERAL LAW** - As per OSHA (Occupational Safety & Health Administration) requirements contained in the Code of Federal Regulations (Title 29, Part 1910.180, 1910.333, 1926.416, 1926.417 and 1926.550), cranes and other similar pieces of equipment capable of movement during operation must maintain a minimum distance of *ten (10)* feet from high voltage electric lines.

## SAFETY BROCHURES AND INFORMATION

Examples of several CNP safety pamphlets, including Construction Safety and the Law, which provides valuable information about working around power lines, are shown on pages 7 of 10, 8 of 10 and 9 of 10 in this section. Actual copies of these pamphlets and other safety information are available through CNP's Public Safety Department.

The primary responsibility of CNP's Public Safety Department is to promote electric safety awareness to the public through seminars and demonstrations. For more specific safety information or to arrange for free safety demonstrations, attaching companies are encouraged to contact CNP's Public Safety Department at 713-945-6707.

## NOTICE OF PROPOSED CONSTRUCTION FOR COMMUNICATIONS CABLE ATTACHMENTS

Should it be necessary for an attaching company to conduct construction activity near overhead power lines, the attaching company should contact CNP at 713-207-2222 prior to beginning any work. Arrangements can be made for the involved lines to be de-energized and/or moved for the duration of the work.

## NOTICE OF REPAIR, MAINTENANCE, OR MODIFICATION OF ANTENNA ATTACHMENTS

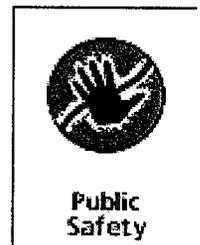
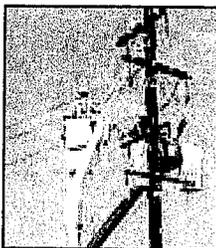
Prior to performing any planned or emergency repair, maintenance or modification to an existing antenna attachment, attaching company must obtain authorization from CNP to work within the electrical supply space.

## EMERGENCY SITUATIONS

In the event of contact by construction equipment with overhead or underground electric lines, call 713-207-8000 or 713-207-1398 and provide information as to the location of the incident and whether the situation is life threatening.

## VEGETATION TRIMMING

Attaching company shall be responsible for any vegetation trimming necessary on or around its physical attachments in compliance with applicable law.



# CENTERPOINT ENERGY

## POLE ATTACHMENT GUIDELINES AND PROCEDURES

### CHEMICAL WOOD POLE PRESERVATIVES

As a part of its ongoing pole maintenance, CNP employs a groundline treating program whereby its wooden distribution poles are systematically inspected to identify poles requiring preservative treatments, structural reinforcement or replacement.

All of CNP's wooden distribution poles are treated with some form of chemical wood preservative. Some of CNP's poles are treated with a chemical called pentachlorophenol, but the more common treatment is with either CCA (chromated copper arsenate) or creosote. These chemicals protect poles against insect damage and rotting, thereby increasing the serviceable life of the poles.

Because of the presence of these preservative chemicals, persons should wear protective clothing and gloves when climbing CNP's poles. Even accidental contact with chemically treated poles can cause skin irritation and related problems. Should bare skin come into contact with a treated pole surface, the exposed skin area should be thoroughly washed with soap and water. Similarly, a pole splinter piercing the skin should not be allowed to dissolve. The splinter should be promptly removed and the wound washed and thoroughly disinfected.

### POLE WARNING MARKERS

As a part of its groundline treating program, CNP identifies poles which are safe for climbing and poles which should not be climbed. Several types of metal tags and flags are used to identify the condition of CNP's poles. These tags also designate poles which have been inspected and/or subjected to a chemical treatment process. Some samples of the various tags and flags are shown on pages 4 of 10, 5 of 10, 6 of 10 and 7 of 10 in this section.

Poles marked with *round* or *oval* metal tags may be climbed. *Oval* tags designate poles which have been inspected and are deemed safe for climbing without any preservative treatment. *Round* tags designate poles which have been inspected, subjected to some form of chemical preservative treatment and are deemed safe for climbing.

Certain poles have been identified and tagged as poles that should **not** be climbed under any circumstances. These poles are often scheduled for reinforcement or replacement and are identified by *two* types of tags. Poles displaying one or more *rectangular* metal tags are scheduled for reinforcement or replacement and should not be climbed. Some poles are marked with *colored* flags (usually red, yellow or orange). A pole bearing **any** color flag should not be climbed.

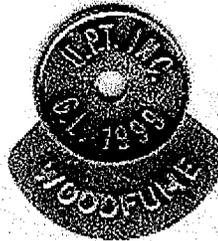
**NOTE:** *In all situations, it is still the responsibility of any persons having reason to climb CNP's poles in performance of their job to first satisfy themselves as to the structural integrity of poles prior to climbing.*

**CENTERPOINT ENERGY  
POLE ATTACHMENT GUIDELINES AND PROCEDURES**

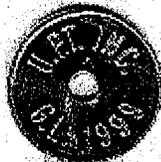
**ASPLUNDH POLE TAG LEGEND**



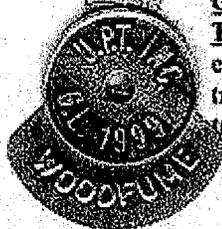
**Groundline Treatment Tag** - A round tag applied to each treated pole, indicating the current year. An excavated and externally treated pole.



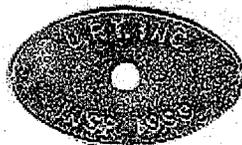
**Groundline Treatment Tag & WoodFume Tag**. Pole was externally treated. Pole was also fumed due to internal decay or entire circumference could not be excavated due to obstructions.



**Groundline Treatment Tag & Internal Treatment Tag**. Pole was externally treated. Pole was also internally treated due to voids.

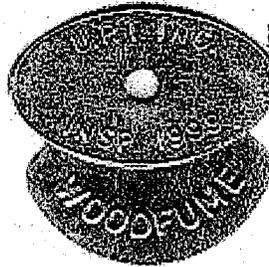


**Groundline Treatment, Internal Treatment, & WoodFume Tags**. Pole was externally treated. Pole was also internally treated. Fuming is used as a cap to the internal treatment.

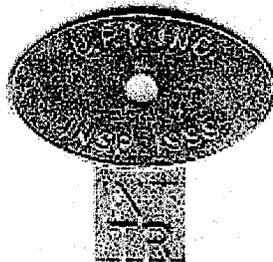


**Sound & Bore Tag**. Pole could not be excavated due to roots, pavement, etc. Also used for Pullback inspections on South Western Bell Poles.

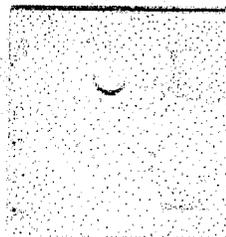
**CENTERPOINT ENERGY  
POLE ATTACHMENT GUIDELINES AND PROCEDURES**



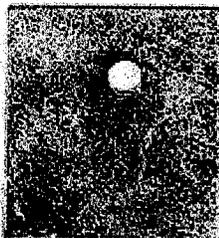
**Sound & Bore Tag & WoodFume Tag.** Pole could not be excavated. Treated internally with Fumigant.



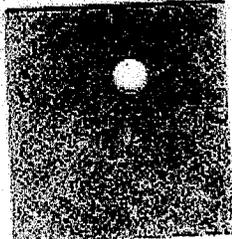
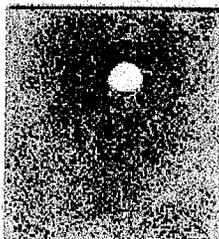
**Sound & Bore Tag & Internal Treatment Tag.** Pole could not be excavated. Treated internally.



**Reinforcable Reject Tag.** A pole that has fallen below safety standards based on decay below groundline but has sound wood above groundline and can be braced with a steel truss or some other means to remain in service.



**Reject Tag.** A pole that has fallen below safety standards.

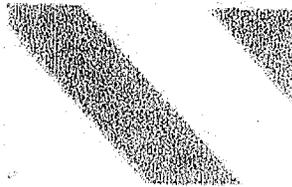


**Priority Tags.** Poles which require immediate replacement from the standpoint of timber strength alone, regardless of guying, etc. Tags can be side-by-side or 1 above the other.

## CENTERPOINT FLAGGING LEGEND



**PRIORITY  
REPLACEMENT POLE**



**NORMAL  
REPLACEMENT POLE**

**BRACEABLE POLE**

# CENTERPOINT ENERGY POLE ATTACHMENT GUIDELINES AND PROCEDURES

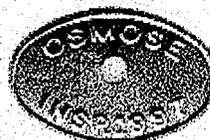


OSMOSE WOOD PRESERVING, INC.  
980 ELLICOTT STREET • BUFFALO, NY 14209-3498  
(716) 882-5905 • FAX (716) 882-5159

These tags represent poles which have been inspected and passed. A "TREATED" pole has been excavated and externally treated with OsmoPlastic<sup>®</sup>, an EPA-registered preservative, to extend its serviceable life. An "INSPECTED" pole has been sounded and bored without excavation and has not been groundline treated.

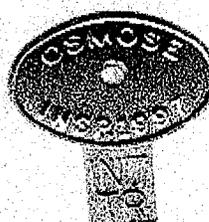
**TREATED**

**INSPECTED**



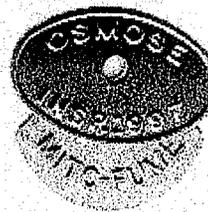
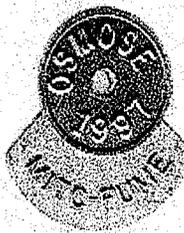
An "INTERNAL TREAT" Pole has an internal decay pocket, hollow heart, or insect galleries, but still has enough strength to remain in service. An EPA-approved liquid preservative, Hollow Heart<sup>®</sup>, has been applied under approximately 40 pounds of pressure. This tag is suspended below one of the above inspection tags.

**INTERNAL  
TREAT**



The "FUMIGANT TREAT" pole has been inspected and treated. It has been treated with MITC, an EPA-approved fumigant, according to label directions. This tag is suspended below one of the above inspection tags.

**FUMIGANT  
TREAT**



A pole so marked is a "REJECT". It should be replaced (white tag) or reinforced (yellow tag). Reinforceable poles may be treated with OsmoPlastic<sup>®</sup> to help retain what sound wood does remain.

**REJECTED**

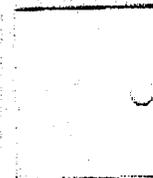
**DO NOT CLIMB!**



This is a hazardous pole and requires immediate attention. It should be replaced (white tags) or reinforced (yellow tags).

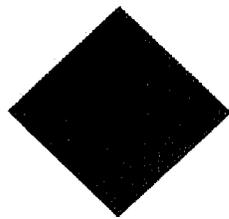
**PRIORITY  
POLE**

**DO NOT CLIMB!**

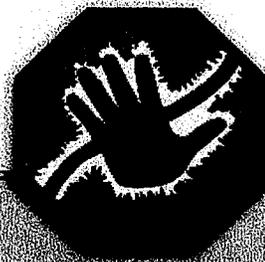


CONSERVING FOREST RESOURCES

**CENTERPOINT ENERGY  
POLE ATTACHMENT GUIDELINES AND PROCEDURES**



**Watch out for power lines...  
electrical contact can kill.**



**SAFETY  
ON THE JOB**

**Electrical Safety Guidelines  
for General Contractors**

**CenterPoint Energy**

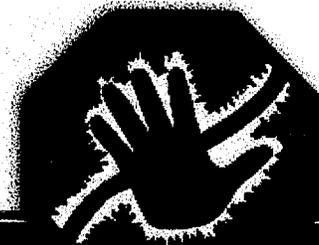


09/02

**CENTERPOINT ENERGY  
POLE ATTACHMENT GUIDELINES AND PROCEDURES**



**Watch out for power lines...  
electrical contact can kill.**



**SAFETY  
ON THE JOB**

Guidelines for Utility and  
Communication Workers

CenterPoint Energy



09/02



## **Construction Safety and the Law**

*The Facts About Working Safely  
Around Power Lines*

**CenterPoint Energy**

(Exhibit J)

CenterPoint Energy Houston Electric, LLC  
Applicable: Entire Service Area

CNP 8016

6.1.1.1.2 SECONDARY SERVICE LESS THAN OR EQUAL TO 10 KVA

AVAILABILITY

This schedule is applicable to Delivery Service for non-residential purposes at secondary voltage with demand less than or equal to 10 kVA when such Delivery Service is to one Point of Delivery and measured through one Meter and is not for shared or resale purposes.

TYPE OF SERVICE

Delivery Service will be single-phase, 60 hertz, at a standard secondary voltage. Delivery Service will be metered using Company's standard watt-hour Meter provided for this type of Delivery Service. Any other metering option(s) will be provided at an additional charge and/or will be provided by a Meter Owner other than the Company pursuant to Applicable Legal Authorities. Where Delivery Service of the type desired is not available at the Point of Delivery, additional charges and special contract arrangements may be required prior to Delivery Service being furnished, pursuant to Section 6.1.2.2, Construction Services, in this Tariff.

MONTHLY RATE

I. Transmission and Distribution Charges:

Customer Charge	\$2.05	per Retail Customer per Month
Metering Charge	\$1.74	per Retail Customer per Month
Transmission System Charge	\$.003945	per kWh
Distribution System Charge	\$.016845	per kWh

II. System Benefit Fund Charge: See Rider SBF

III. Transition Charge: See Schedules TC, TC2, and TC3

IV. Nuclear Decommissioning Charge: See Rider NDC

V. Transmission Cost Recovery Factor: See Rider TCRF

VI. Excess Mitigation Credit: Not Applicable

VII. State Colleges and Universities Discount: See Rider SCUD

CenterPoint Energy Houston Electric, LLC  
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- |       |   |                     |
|-------|---|---------------------|
| VIII. | Competition Transition Charge:  | See Rider CTC       |
| IX.   | Competitive Metering Credit:  | See Rider CMC       |
| X.    | Other Charges or Credits:   |                     |
|       | A. Municipal Account Franchise Credit (see application and explanation below) | \$(.002190) Per kWh |
|       | B. Rate Case Expenses Surcharge   | See Rider RCE       |
|       | C. Rider UCOS Retail Credit   | See Rider RURC      |
|       | D. Advanced Metering System Surcharge   | See Rider AMS       |

**COMPANY SPECIFIC APPLICATIONS**

Secondary Service Less Than or Equal to 10 kVA. This rate schedule is applicable only to Retail Customers whose current month's peak demand is 10 kVA or less and whose peak demand has not exceeded 10 kVA in any of the previous eleven months. If monthly peak demand is greater than 10 kVA, Retail Customer will be placed on the *Secondary Service Greater Than 10 kVA* Rate Schedule for a period of not less than twelve months. If this Rate Schedule is taken for Delivery Service for Electric Power and Energy supplied by Retail Customer's REP for standby or other intermittent purpose, Company may, at its sole discretion, require the Retail Customer to make additional contractual arrangements and/or require additional metering.

Service Voltages. Company's standard service voltages are described in 6.2.2, Standard Voltages and the Company's Service Standards.

Municipal Account Franchise Credit. A credit equal to the amount of franchise fees included in the Transmission and Distribution Charges will be applied to municipal accounts receiving service within the incorporated limits of such municipality which imposes a municipal franchise fee upon the Company based on the kWh delivered within that municipality and who have signed an appropriate Franchise Agreement.

Un-metered Service. Un-metered service is available for non-residential electric connection service at the discretion of the Company, Competitive Retailer, and Retail Customer, in limited situations when metering equipment is impractical or disproportionately expensive, and when the Retail Customer's electric load can be reasonably estimated or predicted from the nameplate or engineering studies of the installed equipment. Special protective devices may be required to be installed and/or paid for by customer. The "Metering Charge" contained in the monthly rate is not applicable to un-metered service.

Chapter 6: Company Specific Items

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**NOTICE**

This Rate Schedule is subject to the Company's Tariff and Applicable Legal Authorities.

(Exhibit K)

## CenterPoint Energy Contact List

### Street Lighting Design & Maintenance

Chris Oliver - Manager  
[christopher.oliver@centerpointenergy.com](mailto:christopher.oliver@centerpointenergy.com)

Josie Carrillo – Assoc. Service Consultant  
[josie.carrillo@centerpointenergy.com](mailto:josie.carrillo@centerpointenergy.com)

Paul Elsner – Sr. Service Consultant  
[paul.elsner@centerpointenergy.com](mailto:paul.elsner@centerpointenergy.com)

### Facilities Joint Use

Victor Westbrook – Sr. Joint Use Agent  
[victor.westbrook@centerpointenergy.com](mailto:victor.westbrook@centerpointenergy.com)

John Lengyel - Supervisor  
[john.lengyel@centerpointenergy.com](mailto:john.lengyel@centerpointenergy.com)

### Safety Operations

John (J.J.) James – Manager  
[john.james@centerpointenergy.com](mailto:john.james@centerpointenergy.com)

Levi Davenport – Staff Safety Representative  
[levi.davenport@centerpointenergy.com](mailto:levi.davenport@centerpointenergy.com)