

The Electrical Substation Mitigation Improvements (ESMI) Committee of the City of Seabrook met for Meeting No. 4 on Monday, February 20, 2023 at 6:00 p.m. at the Public Works Training Facility, 1100 Red Bluff Road, Seabrook, Texas, to discuss, consider and if appropriate, take action on the items listed below.

THOSE PRESENT WERE:

|                   |                     |
|-------------------|---------------------|
| JACKIE RASCO      | COUNCIL PLACE NO. 1 |
| BUDDY HAMMANN     | MAYOR PRO TEM       |
|                   | COUNCIL PLACE NO. 5 |
| JOE MACHOL        | COUNCIL PLACE NO. 6 |
| ADAM SHANNAHAN    | CHAIR               |
| ANGELA BARRON     | VICE CHAIR          |
| JOSE BARRON –Abs. | MEMBER              |
| SANDY HARRISON    | MEMBER              |
| ROBERT PASKEY     | MEMBER              |
| GAYLE COOK        | CITY MANAGER        |
| SEAN LANDIS       | DEPUTY CITY MANAGER |
| ROBIN LENIO       | CITY SECRETARY      |

Adam Shannahan, Board Chair, called the meeting to order at 6:04 p.m.

**1. PUBLIC COMMENTS - NONE**

**2. NEW BUSINESS**

**2.1** Consider and take all appropriate action on the minutes of the February 8, 2023 ESMI Committee Meeting No. 3 *Robin Lenio, City Secretary*

*Motion was made by Councilmember Machol and seconded by Mayor Pro Tem Hammann to approve the minutes of the February 8, 2023 ESMI Committee Meeting No. 3.*

**MOTION APPROVED BY UNANIMOUS CONSENT**

**2.2** Discussion on list of questions and concerns to be submitted to CenterPoint Energy for answers regarding mitigation efforts for the proposed electrical substation in the Red Oak Acres Subdivision. *ESMI Committee*

After much discussion, committee members drafted the list of questions shown in Attachment A.

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2.3 Discuss and take all appropriate action to establish an agenda for the next meeting and all future meetings. *Robin Lenio, City Secretary*

The Committee, by unanimous consent, determined that Chair Shannahan would finalize the formatting of the list of questions and send them to the City Manager for submission to CenterPoint. The next committee meeting will take place in about 6-8 weeks, after CenterPoint has had time to gather the answers and/or the subject matter experts to respond in person at the next ESMI Committee Meeting.

Upon motion duly made and seconded, Chair Shannahan adjourned the meeting at 7:58pm.

Approved this 1st day of March, 2023.

*Adam Shannahan*

Adam Shannahan  
Chair

*Robin Lenio*

Robin Lenio, TRMC  
City Secretary



# ATTACHMENT A

1. How can the City and residents obtain a copy of a report of all locations considered for this project, and why those other sites were rejected in favor of the Red Oak Acres site?
2. Why was a land swap, or purchase, agreement unable to be reached with Harris County, especially considering Harris County's willingness to coordinate such a move?
3. There is a substation along Hwy 146, southbound feeder, just north of the Geon plant. Does CenterPoint own this site? If so, why can it not be expanded to service the power requirements in the area?
4. What percentage of power distributed from this proposed substation will be used to service the following, but not limited to, areas: Seabrook, Kemah, Pasadena, La Porte, Deer Park, Shoreacres, Port Houston, unincorporated areas of Galveston County, etc?
5. Why does CenterPoint not have to provide a CCN?
6. How can residents obtain from CenterPoint a list of substations that were built within an existing, developed neighborhood in the greater Houston/Galveston area?
7. How can the City and residents obtain an ongoing maintenance schedule relating to the barrier wall?
8. Will the wall be constructed along the shared property line with 2521 Loganberry Circle?
9. What options are available to recess the wall back from the city drainage right-of-way to leave room for planting trees and vegetation along the wall's outside?
10. How can the residents be involved with the selection of vegetation to be replanted once the wall and substation are constructed?
11. What can the homeowners expect as an agreement between the City and CenterPoint to bind all mitigation elements and any ongoing maintenance?
12. The submitted drainage plan appears to show 90% of trees being removed with the addition of the detention pond. Can a tree overlay of the survey give a clear answer on the number of salvaged and surveyed trees?
13. Can CenterPoint confirm the depth of the detention pond of 12.5' at the deepest point? What is the overall static water depth?
14. How can CenterPoint confirm that subsequent flooding risk from this proposed construction was evaluated during drainage surveys and modeling?
15. Will CenterPoint acknowledge responsibility for potential flooding caused by construction of this substation?
16. How can residents obtain a copy of the drainage, flood control and project construction plans?
17. Why was the decision made to move the pond farther north when it appears that just as many trees will need to be cut to dig the pond at the north end vs. immediately adjacent to the substation?
18. What is CenterPoint's public process to report and respond to terroristic threats (phone number, text, email) and guaranteed response time?
19. How is the communication link that monitors the substation parameters kept safe from malicious interruption?
20. What type of fire suppression systems are installed at this site? What is the worst case scenario of a fire at this site? What is the expected response time by CenterPoint emergency services in the event of a fire?
21. How can residents obtain a copy of the soil and environmental impact studies undertaken to date, and any future studies on the due diligence for this site?

22. Will CenterPoint agree in writing with the City and homeowners that a luminary study before and after construction will be done and shared with the City and homeowners?
23. Will CenterPoint confirm the site plan elevations for ground elevation and where the internal luminaries will rest in relation to over/under the wall elevation?
24. How will CenterPoint produce the documentation showing that 0% property devaluation occurred after construction of a substation in other noted subdivision/residential areas? What specific studies is CenterPoint referencing?
25. If provided with validating documentation, how does CenterPoint plan to compensate nearby property owners for loss in property value?
26. Will CenterPoint provide a rendering of the elevation of the substation at ground elevation to give homeowners a true site visualization of what they will see from their front yards as to equipment extending above the barrier wall line and in distance of direct view?
27. What is the elevation of the substation pad site?
28. What is the finished ground elevation of the substation measured above mean sea level?
29. Will CenterPoint commit to ongoing work with Geon for noise studies before and after the construction? If after tree removal and wall construction the city's decibel limits or other safe noise levels are exceeded, will CenterPoint commit to ongoing mitigation efforts and financial commitment with Geon for noise pollution reduction?
30. Will CenterPoint produce the decibel readings at other substation sites in similar locations to the Seabrook site from a home for homeowners to understand new potential levels that could be produced with this type of equipment?
31. How can residents obtain a copy of the initial and ongoing updated construction timeline with specific phases for the residents to understand the process and expectations?
32. Will CenterPoint commit to the barrier wall being constructed around the perimeter prior to any other phase starting?
33. What is the rationale for the current submitted layout plans and equipment location for this project?
34. Will CenterPoint provide the City and residents a copy of the deed to the lots owned by CenterPoint, showing ownership back to 1960?
35. Will CenterPoint enter into a binding agreement with the City stating no future construction or add-ons will take place at this site?
36. Will CenterPoint acknowledge and guarantee that a binding agreement will be approved by and between CenterPoint and the City for all mitigation, future potential mitigation, and maintenance and security measures? This agreement would guarantee the City's and CenterPoint's responsibilities in each area.