
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of
the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): December 10, 2009

CENTERPOINT ENERGY, INC.

(Exact name of registrant as specified in its charter)

Texas
(State or other jurisdiction
of incorporation)

1-31447
(Commission File Number)

74-0694415
(IRS Employer
Identification No.)

1111 Louisiana
Houston, Texas
(Address of principal executive offices)

77002
(Zip Code)

Registrant's telephone number, including area code: **(713) 207-1111**

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On December 10, 2009, CenterPoint Energy, Inc. (the “Company”) amended the CenterPoint Energy, Inc. Short Term Incentive Plan (the “Plan”) to comply with an Internal Revenue Service ruling related to Section 162(m) of the Internal Revenue Code.

The amendment provides that, for all awards granted after 2009, a “retirement eligible” participant in the Plan (age 55 or greater with five years of service) who retires during the year will receive a payment of the award under the Plan, if any, with respect to that year based on (a) the Compensation Committee’s determination of actual achievement of the performance goals with respect to the participant’s award and (b) the participant’s eligible compensation earned during such year prior to his retirement date. To receive this payment, the participant must have been employed by the Company at least 90 calendar days during such year prior to his retirement.

Prior to this amendment, a retirement eligible participant would have received an award under the Plan at the target level for the participant at the time of retirement based on eligible compensation earned during such year prior to retirement, regardless of the actual achievement of the performance goals for that year.

The foregoing description of the amendment does not purport to be complete and is qualified in its entirety by reference to such amendment, which is attached hereto as Exhibit 10.1 and incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

10.1 Second Amendment to CenterPoint Energy, Inc. Short Term Incentive Plan, as amended and restated effective January 1, 2003.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

CENTERPOINT ENERGY, INC.

Date: December 16, 2009

By: /s/ Walter L. Fitzgerald

Walter L. Fitzgerald
*Senior Vice President and
Chief Accounting Officer*

EXHIBIT INDEX

EXHIBIT NUMBER	EXHIBIT DESCRIPTION
10.1	Second Amendment to CenterPoint Energy, Inc. Short Term Incentive Plan, as amended and restated effective January 1, 2003

CENTERPOINT ENERGY, INC.
SHORT TERM INCENTIVE PLAN
(As Amended and Restated Effective January 1, 2003)

Second Amendment

WHEREAS, CenterPoint Energy, Inc., a Texas corporation (the "Company"), having reserved the right under Section 13 of the CenterPoint Energy, Inc. Short Term Incentive Plan, as amended and restated effective January 1, 2003, as amended thereafter (the "Plan"), to amend the Plan, does hereby amend the Plan, effective as of the dates specified herein, as follows:

1. Effective as of January 1, 2009, the definition of "Retirement Plan" in Section 2 of the Plan is hereby amended to read as follows:

"Retirement Plan: CenterPoint Energy Retirement Plan, as amended and restated effective January 1, 2009, and as thereafter amended."

2. Effective as of January 1, 2010, the definition of Section 2 of the Plan is hereby amended to add a new definition of "Retirement Date" as follows:

"Retirement Date: A Participant's date of termination of employment with his Employer (and all other Employers and affiliates of the Company) that is on or after the date on which he has (i) attained age 55 and (ii) completed five years of 'Vesting Service' (as defined in the Retirement Plan)."

3. Effective as of January 1, 2010, Section 4(1) of the Plan is hereby amended to read as follows:

"(1) Retirement, Death or Disability:

(i) *Retirement:* If, during the Plan Year, a Participant (A) was employed by an Employer for at least 90 calendar days and (B) terminates on his Retirement Date, then the Participant shall nonetheless receive a payment of the Award (if any) based on the Committee's determination of actual achievement of the Performance Goals with respect to the Participant's Award and his Compensation earned during such Plan Year prior to the Participant's Retirement Date. Payments under this clause (i) shall be made as provided in Section 8(b).

(ii) *Death or Disability*: If, during the Plan Year, a Participant dies or terminates employment under circumstances establishing eligibility for disability benefits under the Company's long-term disability plan, then the Participant shall nonetheless receive payment of the Award the Participant would have received had the goals with respect to the Participant's Award been met at the target level based on his Compensation earned prior to the Participant's death or disability. Payments under this clause (ii) shall be made as soon as practicable following the date of the Participant's death or disability, but no later than 30 days after the date of the Participant's retirement, death or disability."

IN WITNESS WHEREOF, CenterPoint Energy, Inc. has caused these presents to be executed by its duly authorized officer in a number of copies, all of which shall constitute one and the same instrument, which may be sufficiently evidenced by any executed copy hereof, on this 14th day of December 2009, but effective as specified above.

CENTERPOINT ENERGY, INC.

By /s/ David M. McClanahan
David M. McClanahan
President and Chief Executive Officer

ATTEST:

/s/ Richard Dauphin
Richard Dauphin,
Assistant Corporate Secretary