

LED STREET LIGHT INSTALLATION AGREEMENT

This LED Street Light Installation Agreement is entered into by and between CenterPoint Energy Houston Electric, LLC (“CenterPoint” or the “Company”) and the City of La Marque (“Customer”) (collectively, the “Signatories”).

1. CenterPoint will procure and install LED luminaires and new photoelectric relays for all street lights within the City for which replacements satisfactory to the Customer and CenterPoint are commercially available (hereinafter the “Project”). A current list of satisfactory and commercially available LED luminaire replacements for existing mercury vapor, high pressure sodium, and metal halide street lights is set forth in section 6.1.1.1.6 of CenterPoint’s Tariff for Retail Delivery Service (the “Tariff”).
2. The Project shall commence within twelve months of the effective date of this agreement and shall be complete no later than one year after commencement. The Company reserves the right to change that completion date depending on the demand for LED luminaires by other retail customers to ensure an efficient and non-discriminatory deployment of LED luminaires throughout the Company’s service territory. After commencement of the Project, all new streetlights installations within the City will consist of LED luminaires satisfactory to the Customer and CenterPoint that are commercially available, unless otherwise agreed to in writing by CenterPoint and the Customer.
3. The Customer acknowledges that the Company’s ability to commence and complete the Project on the timeline set forth in paragraph 2 above is dependent upon factors such as workforce availability and vendor production constraints which could affect the commencement and completion dates. The Company will notify the Customer upon the occurrence of any event that will affect the commencement and completion dates.
4. The Customer acknowledges that CenterPoint may request recovery of the capital (including a reasonable return) and expenses associated with the Project through either a distribution capital recovery factor application under Public Utility Commission of Texas Substantive Rule 25.243 or other rate proceeding. The Customer agrees that the Project is prudent, reasonable and necessary and acknowledges that CenterPoint may request recovery by CenterPoint of all used and useful capital (including a reasonable return) and the reasonable and necessary expenses associated with the Project.
5. During the Project period, CenterPoint will work in good faith with vendors to identify satisfactory LED replacement luminaires for those street light luminaires within the City that are not currently part of the Project. As the Company and the Customer agree on additional LED replacement luminaires, the Company will seek regulatory approval of rates for those street lights not currently part of the Project, if different than the rates described in the Company’s Tariff, and following regulatory approval, if needed, will add those street lights to the Project.
6. The Signatories agree that this agreement may be executed in multiple counterparts.
7. This agreement is effective on the date it is signed by all parties.

CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC

By: _____
Name: _____
Title: _____
Date: _____

CITY OF LA MARQUE

By: _____
Name: _____
Title: _____
Date: _____