

EXHIBIT

"A"

WATER TREATMENT AND TRANSMISSION AGREEMENT BETWEEN CITY OF ROUND ROCK AND CITY OF GEORGETOWN

This WATER TREATMENT AND DISTRIBUTION AGREEMENT (this "**Agreement**") is made and entered into by and between the CITY OF ROUND ROCK, a home rule municipality ("**Round Rock**") and the CITY OF GEORGETOWN, a home rule municipality ("**Georgetown**").

RECITALS

WHEREAS, Round Rock and Georgetown are parties to that certain "Interlocal Agreement for Emergency Water Service" dated September 27, 2007, pursuant to which Round Rock previously constructed and Georgetown reimbursed Round Rock for certain water line and metering improvements for the purposes of establishing an emergency interconnect between the potable water supplies of each city located east of IH 35 on Rabbit Hill (the "Interconnect"), and

WHEREAS, Georgetown has contractual water rights from the Brazos River Authority (BRA) to withdraw up to 45,707 acre-feet per year of raw water from the BRA System (defined herein), and

WHEREAS, Round Rock owns and operates a water treatment plant (the "Round Rock WTP") located near and just west of the intersection of IH 35 and Westinghouse Road, and

WHEREAS, Round Rock has treatment capacity in the Round Rock WTP in excess of that needed to provide continuous and adequate service to its customers and therefore can treat up to six (6.0) million gallons per day ("mgd") of Georgetown's available raw water supply and then transport such water to Georgetown for use within the Georgetown Water Service Area (defined herein), and

WHEREAS, Georgetown desires to receive and Round Rock is willing to treat and deliver such water to Georgetown.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Round Rock and Georgetown agree as follows:

ARTICLE I DEFINITIONS

Section 1.01 Definitions of Terms. In addition to the terms otherwise defined in the above recitals or the provisions of this Agreement, the terms used in this Agreement will have the meanings set forth below.

“*Agreement*” means this Water Treatment and Transmission Agreement.

“*AWWA*” means the American Water Works Association.

“*BRA*” means the Brazos River Authority.

“*BRA System*” means BRA’s facilities and properties used to make water available for diversion and use from the Brazos River including, but not limited to, Lake Georgetown, Lake Belton, and Lake Stillhouse Hollow.

“*BRA System Agreements*” means, collectively the System Water Availability Agreements entered into by Georgetown and BRA pursuant to which Georgetown is entitled to divert water from the BRA River Basin.

“*Control Meter*” means the new water meter to be constructed by Georgetown as a means of controlling the Control Valve and a secondary point for measuring the amount of water delivered to Georgetown under this Agreement.

“*Control Valve*” means the new valve to be constructed by Georgetown as primary point for controlling the Daily Water Supply.

“*Daily Water Supply*” means the quantity of water Round Rock agrees to treat, transport and deliver to Georgetown under the terms of this Agreement. The Daily Water Supply shall be limited to a maximum of six (6.0) million gallons per day (mgd).

“*Delivery Point*” means the Interconnect located east of IH 35 on Rabbit Hill Road where Round Rock will deliver the Daily Water Supply to Georgetown under this Agreement, the approximate location of which is depicted on **Exhibit A**.

“*Delivery Point Meter*” means the meter located at the Delivery Point that measures the amount of treated water delivered to Georgetown by Round Rock under this Agreement.

“*Emergency*” means a sudden unexpected happening; an unforeseen occurrence or condition; exigency; pressing necessity; or a relatively permanent condition or insufficiency of service or of facilities resulting from causes outside of the reasonable control of either party. The term includes Force Majeure and acts of third parties that cause the Round Rock System to be unable to provide the services agreed to be provided herein.

“*Force Majeure*” means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of any governmental entity other than Georgetown or any civil or military authority, acts, orders or delays of any regulatory authorities with jurisdiction

over the parties, insurrections, riots, acts of terrorism, epidemics, landslides, lightning, earthquakes, fires, hurricanes, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or any other conditions which are not within the control of a party.

“*Interconnect*” means the point of interconnection of the Round Rock System and the Georgetown System which is located east of IH 35 on Rabbit Hill Road in the approximate location shown on **Exhibit A**.

“*Round Rock System*” means the Delivery Point Meter and all facilities owned and operated by Round Rock, together with all extensions, expansions, improvements, enlargements, betterments and replacements, used to provide water to Round Rock's customers. The Round Rock System does not include any improvements on Georgetown's side of the Delivery Point Meter or any facilities used by Round Rock solely to provide retail potable water service, such as costs of retail distribution lines and related valves, pressure reducing devices, pressure boosting facilities and improvements; retail meters and taps and individual retail customer service lines.

“*Round Rock WTP*” means Round Rock's water treatment plant located near and just west of the intersection of IH 35 and Westinghouse Road.

“*Georgetown Service Area*” means the retail water service territory of Georgetown described in Certificate of Convenience and Necessity (CCN) No. 12369, as said CCN may be amended from time to time, plus any other area where Georgetown provides retail or wholesale water services.

“*Georgetown System*” means the Control Valve, Control Meter and all facilities owned and operated by Georgetown, including water transmission, distribution and delivery systems that provide service to Georgetown's customers, together with all extensions, expansions, improvements, enlargements, betterments and replacements to provide water to Georgetown's customers. The Georgetown System does not include the Delivery Point Meter or any facilities or improvements on Round Rock's side of the Delivery Point.

“*TCEQ*” means the Texas Commission on Environmental Quality or its successor agency.

“*Water Services*” means the treatment and transmission of water by Round Rock to the Delivery Point in a quantity not to exceed the Daily Water Supply.

Section 1.02 Captions. The captions appearing at the first of each numbered section or paragraph in this Agreement are inserted and included solely for convenience and shall never be considered or given any effect in construing this Agreement.

ARTICLE II PROVISION OF WATER TREATMENT AND TRANSPORTATION SERVICES

Section 2.01 Water Services. Round Rock agrees to provide Water Services to Georgetown in accordance with the provisions of this Agreement, all as hereafter specified.

Section 2.02 Sources of Raw Water.

- (a) The source of water for the Daily Water Supply is Georgetown's BRA System Agreements, therefore water delivered under this Agreement shall be reconciled against Georgetown's BRA System Agreements, rather than Round Rock's raw water agreements, as more specifically described in Section 6.02 of this Agreement.
- (b) In the event that the amount of water supplied by BRA under Georgetown's BRA System Agreements is reduced, the Daily Water Supply shall be reduced on a pro rata basis.
- (c) Round Rock, as a result of this Agreement or otherwise, shall never have or claim, any interest in Georgetown's BRA System Agreements, or any other raw or potable water supply owned or controlled by Georgetown, regardless of the source of the water.

Section 2.03 Title to and Responsibility for Water; Delivery Point(s).

- (a) Title to the water diverted, treated and transported to Georgetown by Round Rock under this Agreement shall remain with Georgetown at all times.
- (b) Round Rock shall be solely responsible for treating and conveying water to Georgetown from its source to the Delivery Point.

Section 2.04 Quantity and Pressure. Except as otherwise provided herein, Round Rock agrees to deliver the Daily Water Supply to Georgetown at a maximum rate of six (6.0) mgd at a delivery pressure of thirty-five (35) pounds per square inch (psi) as measured at the Delivery Point.

Section 2.05 Control and Curtailment of Water Services.

- (a) In the event that Round Rock provides notice to Georgetown that treated water production at the Round Rock WTP over a 24-hour period has exceeded, or is reasonably anticipated to exceed forty-seven (47) mgd, Georgetown shall adjust the Control Valve such that the total Round Rock WTP production (the sum of water passing through the Control Valve and the anticipated Round Rock customer demand) will be less than forty-seven (47) mgd for the subsequent 24-hour period.
- (b) If Round Rock notifies Georgetown that the Round Rock WTP production has continuously exceeded forty-seven (47) mgd for a three (3) consecutive day period, Georgetown shall curtail its take of water by setting the Control Valve to allow no more than three (3.0) mgd to be delivered to Georgetown until such time as the flow measured at the Control Meter is less than or equal to forty-four (44) mgd for a three (3) consecutive day period, after which time Georgetown may resume taking up to six (6.0) mgd of treated water with adjustment of the Control Valve made in accordance with paragraph 2.05(a).
- (c) In the event that Round Rock enters its Drought Contingency Plan for reasons other than resource availability (*e.g.*, due to major system inoperability), and Round Rock's ability to provide the Water Services to Georgetown is impaired, Georgetown will limit its take

of water to a level that is agreed upon by both Parties using the Control Valve until the reason for entry into its Drought Contingency Plan has been resolved.

Section 2.06 Quality of Water Delivered to Georgetown. The water delivered by Round Rock to the Delivery Point shall be potable water of a quality conforming to the requirements of any applicable federal or state laws, rules, regulations or orders, including requirements of the TCEQ applicable to water provided for human consumption and other domestic use. Each party agrees to provide to the other party, in a timely manner, any information or data regarding this Agreement or the quality of treated water provided through this Agreement as required for reporting to the TCEQ or other state and federal regulatory agencies.

Section 2.07 Maintenance and Operation; Future Construction. Round Rock shall be responsible for operating, maintaining, repairing, replacing, extending, improving and enlarging the Round Rock System, including the Delivery Point Meter, in good working condition and shall promptly repair any leaks or breaks in the Round Rock System such that Water Services to Georgetown will not be impaired. Georgetown shall be responsible for operating, maintaining, repairing, replacing, extending, improving and enlarging the Georgetown System in good working condition and shall promptly repair any leaks or breaks in the Georgetown System to minimize water waste.

Section 2.08 Rights and Responsibilities in Event of Leaks or Breaks. Georgetown shall be responsible for paying for all water delivered to it under this Agreement at the Delivery Point even if such water passed through the Delivery Point as a result of leaks or breaks in the Georgetown System.

Section 2.09 Commencement of Water Services. Round Rock will commence the provision of Water Services to Georgetown within thirty (30) days after receipt by Round Rock of notice from Georgetown stating that Georgetown has constructed the Control Valve and Control Meter.

Section 2.10 Water Services Not Transferable. Round Rock's commitment to provide Water Services is solely to Georgetown. Georgetown may not assign or transfer in whole or in part its right to receive Water Services without Round Rock's prior written approval.

Section 2.11 Cooperation During Maintenance or Emergency. Georgetown will reasonably cooperate with Round Rock during periods of Emergency or required maintenance. If necessary, upon prior notice, Georgetown will operate and maintain the Georgetown System at its expense in a manner reasonably necessary for the safe and efficient completion of repairs or the replacement of facilities, the restoration of service, and the protection of the public health, safety, and welfare.

ARTICLE III METERING PROVISIONS

Section 3.01 Meter Accuracy. The Delivery Point Meter shall meet accuracy standards required by the AWWA with calibration maintained as described in Section 3.02.

Section 3.02 Meter Calibration.

- (a) The Delivery Point Meter shall be calibrated each calendar year by Round Rock at Round Rock's sole cost and expense. Round Rock shall provide at least two (2) days prior notice of each such calibration to Georgetown, a representative of Georgetown may be present to observe each calibration and any adjustments, and a report of each test and calibration shall be provided to Georgetown.
- (b) In the event any question arises at any time as to the accuracy of the Delivery Point Meter, but not more than a frequency of once per consecutive 12-month period without mutual consent of both parties, then the Delivery Point Meter shall be tested by Round Rock promptly upon demand of Georgetown. Readings within three percent (3%) of accuracy, plus or minus, shall be considered correct. The expense of such test shall be borne by Georgetown if the meter is found to be correct and by Round Rock if it is found to be incorrect.
- (c) If, as a result of any test, the Delivery Point Meter is found to be registering inaccurately, the readings of the Delivery Point Meter shall be corrected at the rate of inaccuracy for any period which is definitely known or agreed upon. If no such period is known or agreed upon, the readings of the Delivery Point Meter shall be corrected at the rate of inaccuracy for the shorter of:
 - (1) a period extending back either 60 days from the date of demand for the test or, if no demand for the test was made, 60 days from the date of the test; or
 - (2) a period extending back one-half of the time elapsed since the last previous test.
- (d) Following each test of the Delivery Point Meter, the records of the Delivery Point Meter readings, and all payments made on the basis of such readings for the applicable period, shall be adjusted accordingly.

Section 3.03 Meter Readings.

- (a) Round Rock shall read the Delivery Point Meter on a regular monthly basis and provide the results to Georgetown simultaneously with delivery of the monthly statement described in Section 5.01 of this Agreement. Unless disputed by Georgetown and accompanied by the documentation required by Section 5.04 of this Agreement, readings from the Delivery Point Meter shall be used to determine the Water Services Rate.
- (b) Georgetown shall read the Control Meter on a regular daily basis and provide the results to Round Rock on a monthly basis at the same time it provides the required reports to BRA under Georgetown's BRA System Agreements. During the months of July, August, and September, if requested by Round Rock, Georgetown agrees to provide the daily meter readings to Round Rock.

Section 3.04 Remedy for Overuse. If Round Rock notifies Georgetown that readings of the Delivery Point Meter indicate that the maximum Daily Water Supply is being exceeded, and if

such reading is corroborated by Georgetown based on readings of the Control Meter, then Georgetown shall adjust the Control Valve so that the Daily Water Supply is not exceeded.

ARTICLE IV WATER SERVICES RATE

Section 4.01 Water Services Rate. Georgetown agrees to pay Round Rock monthly for the Water Services provided to Georgetown under this Agreement at a price equal to the Monthly Base Rate (defined below) plus the product of multiplying the Volumetric Rate (defined below) times the quantity of water delivered to the Delivery Point for the preceding monthly period (collectively, the “Water Services Rate”). No other rates, fees or charges shall be owed by Georgetown to Round Rock for the Water Services. During the term of this Agreement, the Monthly Base Rate and the Volumetric Rate are as follows:

Monthly Base Rate:	\$3,136.00 per month
Volumetric Rate:	\$2.16 per thousand gallons

ARTICLE V BILLING METHODOLOGY; REPORTS AND OTHER RELATED MATTERS

Section 5.01 Monthly Statement. For each monthly billing period after commencement of Water Services, Round Rock will provide to Georgetown a bill providing a detailed statement of the quantity of water delivered to the Delivery Point as measured at the Delivery Point Meter during the previous monthly billing period. Georgetown will pay Round Rock for each bill on or before thirty (30) days from the date of receipt of the invoice (the “Due Date”), provided that Georgetown may dispute a bill as provided in Section 2251.042 of the Texas Government Code and payment of a bill in full shall not constitute waiver of Georgetown’s right to dispute a bill. Payments shall be mailed to the address indicated on the invoice, or can be hand-delivered to Round Rock's utility offices at 221 E. Main Street, Round Rock, Williamson County, Texas. If payments will be made by bank-wire, Georgetown shall verify wiring instructions. Payment must be received at Round Rock's utility offices or bank by the Due Date in order not to be considered past due or late. In the event Georgetown fails to make payment of a bill within said thirty (30) day period, Georgetown shall pay in addition Round Rock’s then-current late payment charges on the unpaid balance of the invoice.

Section 5.02 Monthly Billing Calculations. Round Rock will compute the Water Services Rate for Water Services on the basis of the Delivery Point Meter reading and will bill Georgetown such sum on a monthly basis.

Section 5.03 Effect of Nonpayment. With respect to monthly billings, if Round Rock has not received payment from Georgetown by the Due Date, the bill will be considered delinquent. In such event, Round Rock will notify Georgetown of such delinquency in writing, and if Georgetown fails to make payment of the delinquent billing within thirty (30) calendar days from the date of transmittal of such written notice of delinquency from Round Rock, then Round Rock may reduce or suspend the level of Water Services to Georgetown until payment in full is made.

Section 5.04. Disputed Amounts. If Georgetown at any time disputes the amount of any bill, it shall nevertheless make the disputed payment but shall have the right to seek a determination as to whether the amounts charged by Round Rock are in accordance with this Agreement. If it is subsequently determined by agreement or judicial or administrative determination that the disputed amount paid by Georgetown should have been less or more, Round Rock shall promptly revise the amount of the bill such that Georgetown or Round Rock shall recover the amount due. Disputed bills shall first attempt to be resolved by agreement or mediation prior to filing a petition with a court or administrative agency having jurisdiction.

ARTICLE VI OWNERSHIP AND ALLOCATION OF WATER

Section 6.01 Ownership of Water. Regardless of anything contained herein to the contrary, title to the water diverted by Round Rock on behalf of Georgetown under Georgetown's BRA System Agreements, shall remain in with Georgetown. Round Rock shall have no ownership interest whatsoever in such water.

Section 6.02 Allocation of Water for BRA Reporting Purposes. The Parties acknowledge that Georgetown is required to remit monthly reports to BRA showing the amount of water diverted under Georgetown's BRA System Agreements each day for the preceding month, and that all water diverted from Lake Georgetown by Round Rock on behalf of Georgetown for the Water Services will be allocated in the BRA reports to Georgetown and not to Round Rock. The Parties further agree that approximately ten percent (10%) of water diverted from Lake Georgetown will be lost in the transportation and treatment process in the Round Rock System; therefore, the Parties agree that the amount of water reported to BRA by Georgetown representing the daily diversion of water on behalf of Georgetown under this Agreement will be 1.11 times the total number of gallons measured by Georgetown at the Control Meter (the "Georgetown BRA Diversion Report Amounts"), and the amount of water reported to BRA by Round Rock representing the daily diversion of water on behalf of Round Rock will be reduced by the Georgetown Diversion Report Amounts. On a monthly basis, Georgetown agrees to provide Round Rock with copies of its Georgetown BRA Diversion Amounts report to facilitate Round Rock's BRA reporting requirements.

ARTICLE VII REGULATORY COMPLIANCE

Section 7.01 Agreement Subject to Applicable Law. This Agreement will be subject to all valid rules, regulations, and applicable laws of the United States of America, the State of Texas and/or any other governmental body or agency having lawful jurisdiction or any authorized representative or agency of any of them.

Section 7.02 Cooperation to Assure Regulatory Compliance. Since the parties must comply with all federal, state, and local requirements to obtain permits, grants, and assistance for system construction, studies, etc., each party will cooperate in good faith with the other party at all times to assure compliance with any such governmental requirements where noncompliance or non-

cooperation may subject the parties to penalties, loss of grants or other funds, or other adverse regulatory action in the performance of this Agreement.

ARTICLE VIII TERM, TERMINATION, DEFAULT, REMEDIES

Section 8.01 Term and Termination. This Agreement shall become effective upon the Effective Date and shall extend until 11:59 PM on the date that is five (5) years after the Effective Date, unless terminated earlier as provided herein, or extended by mutual agreement of the Parties.

Section 8.02 Default.

- (a) In the event Round Rock shall default in the performance of any material obligation to be performed by Round Rock under this Agreement, then Georgetown shall give Round Rock at least 30 days' written notice of such default and the opportunity to cure same. Thereafter, in the event such default remains uncured, Round Rock shall agree that Georgetown shall also have the right to pursue any remedy available at law or in equity, including but not limited to termination of this Agreement.
- (b) In the event Georgetown shall default in the performance of any material obligation to be performed by Georgetown under this Agreement, other than the payment of money, then Round Rock shall give Georgetown at least 30 days' written notice of such default and the opportunity to cure same. Thereafter, in the event such default remains uncured, Round Rock shall have the right to pursue any remedy available at law or in equity, including but not limited to termination of this Agreement.
- (c) If either Party institutes legal proceedings to seek adjudication of an alleged default under this Agreement, the prevailing Party shall be entitled to recover reasonable and necessary attorneys' fees from the non-prevailing Party.

ARTICLE IX GENERAL PROVISIONS

Section 9.01 Assignability. Assignment of this Agreement by either party is prohibited without the prior written consent of the other party.

Section 9.02 Amendment. This Agreement may be amended or modified only by written agreement duly authorized by the respective governing bodies of Round Rock and Georgetown and executed by duly authorized representatives of each.

Section 9.03 Necessary Documents and Actions. Each party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.

Section 9.04 Entire Agreement. This Agreement constitutes the entire agreement of the parties and this Agreement supersedes any prior or contemporaneous oral or written understandings or representations of the parties regarding Water Services by Round Rock to Georgetown.

Section 9.05 Applicable Law. This Agreement will be construed under and in accordance with the laws of the State of Texas.

Section 9.06 Venue. All obligations of the parties created in this Agreement are performable in Williamson County, Texas, and venue for any action arising under this Agreement will be in Williamson County, Texas.

Section 9.07 No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer upon any person or entity, other than to the parties, any rights, benefits, or remedies under or by reason of this Agreement.

Section 9.08 Duplicate Originals. This Agreement may be executed in duplicate originals each of equal dignity.

Section 9.09 Notices. Any notice required under this Agreement may be given to the respective parties by deposit in regular first-class mail, with proof of mailing date, or by hand-delivery to the address of the other Party shown below:

City of Georgetown:

City of Georgetown
Attn: City Manager
113 E, 8th Street
Georgetown, Texas 78626

City of Round Rock:

City of Round Rock
Attn: City Manager
221 E. Main St.
Round Rock, Texas 78664

Notices shall be deemed received on the date of hand delivery or within three days of deposit in first-class mail, with proof of mailing date.

Section 9.10 Severability. Should it be determined that any provisions of this Agreement is invalid or unenforceable under present or future laws, that provision shall be fully severable; this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Texas law shall govern the validity and interpretation of this Agreement.

Section 9.11 Records. Georgetown and Round Rock each agree to preserve, for a period of at least two years after this Agreement is terminated or fully performed, all books, records, test data, meter reading results, charts and other records and documents pertaining to this Agreement. Georgetown and Round Rock shall each have the right, respectively, during reasonable business hours to inspect such records and documents.

Section 9.12 State Approval; Compliance with TCEQ Rules. Anything herein to the contrary notwithstanding, it is the intention of the parties that this Agreement shall fully comply with the requirements of the TCEQ. The parties each agree to provide any information which may be requested by the other party in order to respond to any inquiries or reports required by the TCEQ. If, at any time, it is determined that this Agreement does not comply with all applicable TCEQ requirements, the parties agree to amend this Agreement in order to effect such compliance.

Section 9.13 Force Majeure. If either party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement, other than an obligation to pay or provide money, then such obligations of that party to the extent affected by such Force Majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. Such cause, as far as possible, shall be remedied with all reasonable diligence. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the affected party, and that the above requirements that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demand of the opposing party or parties when such settlement is unfavorable to it in the judgment of the affected party.

Section 9.14 Authority of Parties Executing Agreement, Validity. By their execution, each of the individuals executing this Agreement on behalf of a party represents and warrants to the other party that he or she has the authority to execute the document in the capacity shown on this document. Each of the parties further represent and warrant that this Agreement constitutes a valid and binding contract, enforceable against it in accordance with its terms.

Section 9.15 Exhibits. The following exhibits are attached to and incorporated into this Agreement for all purposes:

Exhibit A- Map Showing Delivery Point

Section 9.16 Effective Date. This Agreement will be effective from and after the latest date accompanying the signature lines below.

SIGNATURES ON FOLLOWING PAGES

CITY OF ROUND ROCK, TEXAS

By: _____
Alan McGraw, Mayor

Date: _____

ATTEST:

By: _____
Sara White, City Clerk

APPROVED AS TO FORM:

By: _____
Stephan L. Sheets, City Attorney

CITY OF GEORGETOWN, TEXAS

By: _____
Dale Ross, Mayor

Date: _____

**ATTEST:
GEORGETOWN**

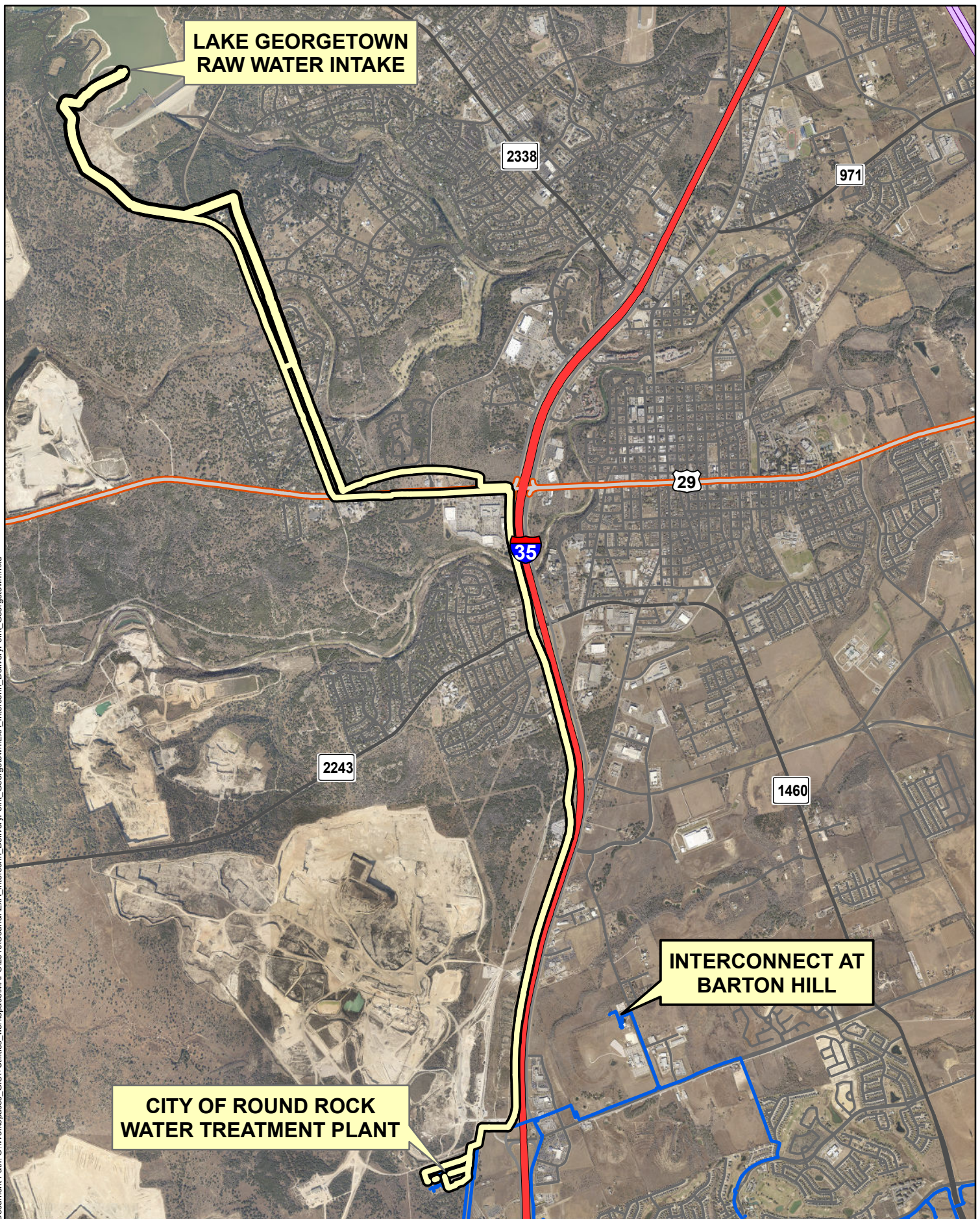
Shelley Nowling, City Secretary

APPROVED AS TO FORM:

Charlie McNabb, City Attorney

Exhibit “A”
Delivery Point and Interconnect
(see attached)

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Date: 5/10/2016



**EXHIBIT A - INTERCONNECT
AND DELIVERY POINT WITH
CITY OF GEORGETOWN**