

**AGREEMENT**

*(Amendment to Revised Regional Water Supply Agreement  
Adding Virgin as a Municipal Customer)*

This Agreement is made and entered into effective March 4, 2024, by and between the Washington County Water Conservancy District (the “District”), and Virgin Town, (“Virgin” or “Town”).

**RECITALS**

WHEREAS, Virgin executed a Water Supply Agreement (WSA) on or about June 24, 1997, for potable water to be purchased from the District; and

WHEREAS, the District is now offering water for sale to municipalities under the Regional Water Supply Agreement, originally dated April 23, 2006, and revised January 1, 2019 (“RWSA”), and Virgin desires to enter into the RWSA;

WHEREAS, Virgin desires to join the RWSA and become a municipal customer pursuant to the terms thereof;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

**TERMS**

**1. RWSA Joinder.** Upon Virgin’s performance of the terms of this Agreement and the applicable terms of the RWSA, the District shall allow Virgin to execute the RWSA and become a “Municipal Customer” thereunder.

**2. WSA Termination.** The WSA is terminated upon Virgin executing the RWSA.

**3. Wastewater Treatment.** By September 30, 2024, Virgin shall become and remain a member of Ash Creek Special Service District (“ACSSD”) and comply with any requirements imposed by ACSSD. Virgin must complete the process for becoming a member of ACSSD by this deadline.

**4. Adoption of Water Efficiency Standards.** By September 30, 2024, Virgin shall adopt and adhere to the District's Water Efficiency Standards. This obligation extends to future amendments to the Water Efficiency Standards, as adopted by the District.

**4.5. Reconciliation under WSA.** By September 30, 2024, Virgin shall perform a reconciliation of amounts paid under the WSA to the District's satisfaction and pay the District any outstanding balances due under the WSA. The reconciliation shall include but not be limited to identification of:

- a. Each lot in a final platted subdivision within the Town that was approved after June 24, 1997;
- b. The date of final plat approval for the subdivision;
- c. Records indicating whether the Water Connection Fee and the monthly Water Availability Assessment due under the WSA have been paid to the District for each lot, and
- d. Any other records related to the payment of the Water Connection Fee and the Water Availability Assessment.

**5.6. Baseline Number of Equivalent Residential Connections.** The baseline number of equivalent residential connections in Virgin that will not be required to pay Impact Fees under the RWSA ~~will consist of~~:

- a. The active equivalent residential connections in Virgin on ~~September 30~~the effective date of this Agreement, 2024, and
- b. The pending residential connections corresponding to residential lots in approved residential subdivision plats within the Town for which payment of the Water Connection Fee and the Water Availability Assessment required to be paid to the

District under the WSA is current on September 30, 2024, which connections will be listed in an addendum to this Amendment Agreement.

**7. Impact Fee Payment.** Immediately upon the effective date of this Agreement, Virgin shall require that Impact Fees be paid to the District pursuant to the terms of the RWSA. In the event that Virgin does not become a Municipal Customer pursuant to the terms of this Agreement by September 30, 2024, the District shall refund any Impact Fees paid, and Virgin, pursuant to the WSA, shall pay the District the Water Connection Fee and Water Availability Fee for each connection that paid Impact Fees between the effective date of this Agreement and September 30, 2024.

**~~6.8.~~ Additional Instruments.** Virgin agrees to do such further acts, take such action, and to execute and deliver to the District or other entities such additional applications, agreements, certificates, documents, or instruments reasonably required, advisable or necessary to effect the purposes of this Agreement, including but not limited to delivery of reuse water to Virgin.

**~~6.9.~~ Representations.** Each party represents and warrants that the applicable provisions of Section 6.2.2 (Conditions Precedent) of the RWSA have been or will be fulfilled upon execution of the RWSA by Virgin.

*(Signature Page to Follow)*

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DATED EFFECTIVE that date first set forth above.

**WASHINGTON COUNTY WATER  
CONSERVANCY DISTRICT:**

Approved as to form:

\_\_\_\_\_  
ZACHARY RENSTROM, General Manager

\_\_\_\_\_  
JODI RICHINS, Attorney for WCWCD

**VIRGIN TOWN**

Attest:

\_\_\_\_\_  
JEAN KRAUS, Mayor

\_\_\_\_\_  
KRYSTAL PERCIVAL, Virgin Town Clerk

Approved as to form:

\_\_\_\_\_  
HEATH SNOW, Virgin Town Attorney

