

AMENDMENT NO. 1

dated as of April 6, 2026

between

**UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY**

and

CITY OF SANDY, CLACKAMAS COUNTY, OREGON

in connection with the

**WIFIA Loan Agreement dated as of August 9, 2024, between the
United States Environmental Protection Agency, acting by and
through the Administrator of the Environmental Protection Agency
and City of Sandy, Clackamas County, Oregon for the Sandy Clean
Waters Program Project
(WIFIA ID – 20126OR)**

AMENDMENT NO. 1

THIS AMENDMENT NO. 1 (this “**Amendment**”), dated as of April 6, 2026, is by and between **City of Sandy, Clackamas County, Oregon**, a municipal corporation duly organized and validly existing under and by virtue of its Organizational Documents and the laws of the State of Oregon (the “**State**”), with an address at 39250 Pioneer Blvd., Sandy, Oregon 97055 (the “**City**”) and the **UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**, an agency of the United States of America, acting by and through the Administrator of the Environmental Protection Agency (the “**Administrator**”), with an address at 1200 Pennsylvania Avenue NW, Washington, DC 20460 (the “**WIFIA Lender**”).

RECITALS:

WHEREAS, pursuant to the Water Infrastructure Finance and Innovation Act (“**WIFIA**”), § 5021 *et seq.* of Public Law 113-121 (as amended, and as may be further amended from time to time, the “**Act**”), which is codified as 33 U.S.C. §§ 3901-3915, the WIFIA Lender is authorized to enter into agreements to provide financial assistance with one or more eligible entities to make secured loans with appropriate security features to finance a portion of the eligible costs of projects eligible for assistance;

WHEREAS, the City and the WIFIA Lender entered into that certain WIFIA Loan Agreement (WIFIA ID – 20126OR), dated as of August 9, 2024, for the Sandy Clean Waters Program Project (the “**WIFIA Loan Agreement**”), for the provision of a WIFIA Loan (as defined in the WIFIA Loan Agreement) in a principal amount not to exceed Twenty Four Million Seven Hundred Thirty Eight Thousand Six Hundred Forty Dollars (\$24,738,640) to be used to pay a portion of the Eligible Project Costs (as defined in the WIFIA Loan Agreement) related to the Project (as defined in the WIFIA Loan Agreement);

WHEREAS, the City submitted a request to the WIFIA Lender to revise a component of the Project set forth in the WIFIA Loan Agreement, and the parties hereto have agreed to make certain amendments to the WIFIA Loan Agreement as set forth below; and

WHEREAS, the WIFIA Lender has entered into this Amendment in reliance upon, among other things, the information and representations of the City set forth in this Amendment and the supporting information provided by the City.

NOW THEREFORE, the parties to this Amendment hereby agree as follows:

Section 1. Definitions.

Except as otherwise expressly provided herein or unless the context otherwise requires, capitalized terms not otherwise defined herein shall have the meanings specified in the WIFIA Loan Agreement.

Section 2. Amendments.

Each of the parties hereto hereby agrees to amend the WIFIA Loan Agreement, as follows (underlining indicates additions and ~~strike through~~ indicates deletions):

- (a) Schedule I, Part A, Item 15 “Project” is hereby amended to read as follows:

The project is a portion of the Sandy Clean Waters Program, which consists of (a) planning and design and ~~planning for a new outfall to the Sandy River of a long-term solution for treatment and disposal of sewage conveyed through the Borrower’s wastewater collection system,~~ (b) ~~design,~~ planning, design and construction of facility upgrades to the Borrower’s existing wastewater treatment plant, and (c) ~~design,~~ planning, design and construction of collection system improvements, located at the Project Location, as described in further detail in Part D of Schedule II (Project Details).

- (b) Schedule II, Part A, “Project Budget;” Part B, “Construction Schedule;” and Part D, “Project Description” are hereby deleted in their entirety and replaced with the Schedule II, Parts A, B, and D set forth in Annex A hereto. Schedule II, Part C, “Existing Construction Contracts” is unchanged.

Section 3. Representations and Warranties.

The City represents and warrants that (a) the execution and delivery of this Amendment has been duly authorized; (b) this Amendment constitutes its legal, valid and binding obligation, enforceable in accordance with its terms; (c) the execution, delivery and performance of this Amendment does not conflict with any provision of its Organizational Documents or applicable law; (d) the information it has provided to the WIFIA Lender in connection with this Amendment is true and correct in all material respects and does not omit any information related to the matters contemplated in this Amendment, the omission of which makes such information materially misleading in any respect; and (e) as of the date hereof, there is no Default or Event of Default, or any event that, with the giving of notice and/or the passage of time, would constitute a Default or Event of Default, that has occurred and is continuing.

Section 4. Miscellaneous.

- (a) Each of the parties hereto agree that:

(i) any reference in any of the WIFIA Loan Documents, or in any agreement, document or instrument contemplated thereby, to the WIFIA Loan Agreement shall be deemed to be a reference to the WIFIA Loan Agreement as amended by this Amendment;

(ii) the terms and conditions of the WIFIA Loan Agreement shall continue in full force and effect unchanged, except as expressly amended by this Amendment;

(iii) except as expressly provided in this Amendment, no provision of this Amendment shall be deemed (A) to be a consent, waiver, supplement to or modification of the term or any condition of the WIFIA Loan Agreement, any other WIFIA Loan Document or any of the instruments referred to therein, or (B) to prejudice any rights or remedies which the WIFIA Lender may have now or in the future under or in connection with the WIFIA Loan Agreement as amended by this Amendment, or any other WIFIA Loan Document; and

(iv) this Amendment shall be a WIFIA Loan Document.

(b) The provisions of Sections 18 (*Disclaimer of Warranty*) through (and including) Section 37 (*Integration*) of the WIFIA Loan Agreement are incorporated herein and shall apply herein, *mutatis mutandis*, as if set out in this Amendment in full (and as if each reference therein to “this Agreement” were, or included (as applicable), a reference to this Amendment.

(c) This Amendment shall be effective as of the date set forth on the first page of this Amendment.

[Signature pages follow on next page]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

**CITY OF SANDY,
CLACKAMAS COUNTY, OREGON**
by its authorized representative

By: _____
Name: Tyler Deems
Title: City Manager

**UNITED STATES ENVIRONMENTAL
PROTECTION AGENCY**, acting by and
through the Administrator of the
Environmental Protection Agency

By: _____
Name: Jorianne Jernberg
Title: Director, WIFIA Program
Director, WIFIA Management Division

ANNEX A

SCHEDULE II

PROJECT DETAILS

PART A. Project Budget.

SOURCES OF FUNDS	AMOUNT (\$ USD)	PERCENTAGE (%)
WIFIA Loan	\$24,738,640	76%
SRF	\$7,381,088	23%
Sewer General Fund	\$300,000	1%
Total Sources of Funds	\$32,419,728	100%
USES OF FUNDS	AMOUNT (\$ USD)	PERCENTAGE (%)
Construction	\$10,973,196	33.85%
Design & Planning	\$18,948,532	58.45%
Program Management	\$1,910,000	5.89%
Contingency	\$288,000	0.89%
Financing Costs	\$300,000	0.93%
Total Uses of Funds	\$32,419,728	100%
Total Eligible Project Costs	\$32,419,728	100%
Total Project Costs	\$32,419,728	100%

PART B. Construction Schedule.

Projected Substantial Completion Date: June 30, 2028

Project Element	Design Completion	Construction START	CONSTRUCTION END
Sandy Long-Term Wastewater Discharge (planning/design only)	6/30/2028	N/A	N/A
Existing Wastewater Treatment (WWT) Facility Upgrades	12/18/2026	12/21/2026	6/30/2028
Collection System Improvements	3/2020	4/2021	6/30/2028

PART D. Project Description.

The project is a portion of the Sandy Clean Waters Program, which consists of (a) planning and design of a long-term solution for treatment and disposal of sewage conveyed through the Borrower's wastewater collection system, (b) planning, design and construction of facility upgrades to the Borrower's existing wastewater treatment plant, and (c) planning, design and construction of collection system improvements, located at the Project Location, as described in further detail below.

1. Sandy Long-Term Wastewater Discharge (planning/design only) - Planning and design activities for a long-term solution to treat and dispose of sewage conveyed through the Borrower's wastewater collection system, which may include permitting, surveys and mapping, environmental investigations and reviews, and pre-design and design services. Deliverable for substantial completion - 90% design and estimate.
2. Existing Wastewater Treatment (WWT) Facility Upgrades - Planning, design, and construction of facility upgrades to existing WWT plant to improve disinfection, which may include replacement of UV disinfection systems and providing for disinfection redundancy.
3. Collection System Improvements – Planning, design and construction of collection system improvements to include rehab of Basins 2 and 8 and activities to address Category 4 and 5 structural defects to further reduce infiltration and inflow to the system.