ORIGINAL

RESOLUTION NO.: R-2026-061

AUTHORIZING AND APPROVING THE ACCEPTANCE OF CERTAIN LOAN ASSISTANCE MONIES FROM THE SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY; AUTHORIZING THE CITY MANAGER TO EXECUTE THAT CERTAIN LOAN ASSISTANCE AGREEMENT BETWEEN THE CITY OF COLUMBIA AND THE SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY; AND OTHER MATTERS RELATING THERETO, FOR THE PROJECT NAMED "EVALUATION OF ADVANCED TECHNOLOGIES FOR PFAS REMOVAL."

WHEREAS, the City of Columbia (the "Project Sponsor") is a municipal corporation duly created and existing under the laws of the State of South Carolina;

WHEREAS, the Project Sponsor is authorized and empowered by the provisions of Title 48, Chapter 5 of the Code of Laws of South Carolina, 1976, as amended, to receive financial assistance from the South Carolina Water Quality Revolving Fund Authority (the "Authority");

WHEREAS, on November 15, 2021, the President signed Public Law No. 117-58, the Infrastructure Investment and Jobs Act (the "IIJA") also known as the Bipartisan Infrastructure Law, which provided appropriations to address emerging contaminants in drinking water with a focus on perfluoroalkyl and polyfluoroalkyl substances through the emerging contaminant capitalization grants under section 1452(t) of the Federal Act and under which this project is committed;

WHEREAS, funds provided under this section of the IIJA requires the Fund to provide 100 percent additional subsidization (assistance which will not accrue interest and the principal of which will be forgiven) for drinking water projects that address emerging contaminants;

WHEREAS, the funds appropriated under the IIJA are deposited into the South Carolina Drinking Water Revolving Loan Fund (the "Fund");

WHEREAS, the Project Sponsor previously applied to the South Carolina Department of Environmental Services ("DES") for certain loan assistance monies to be made available to the Project Sponsor by the Authority in the form of a subsidization;

WHEREAS, the Project Sponsor was selected by DES to receive the Loan Assistance contingent upon compliance by the Project Sponsor with all terms, conditions and requirements set forth in the Loan Assistance Agreement, the form of which is attached hereto as Exhibit A (the "Loan Assistance Agreement"); and

WHEREAS, based on approvals issued by DES, the proceeds of the Loan Assistance are to be used by the Project Sponsor for the Evaluation of Advanced Technologies for PFAS Removal (the "Project").

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City of Columbia Council (the "Council"), in a meeting duly assembled this 1st day of September, 2026:

Section 1. Acceptance of the Loan Assistance; Acknowledgment of Terms of Loan Assistance Agreement.

The Loan Assistance, under the terms, conditions and requirements set forth in the Loan Assistance Agreement, is hereby accepted. The Project Sponsor acknowledges that the receipt of proceeds of the Loan Assistance pursuant to the Loan Assistance Agreement requires the Project Sponsor to comply with

all of the terms of the Loan Assistance Agreement, including requiring strict compliance with all state and federal mandates set forth therein by any contractors performing work on the Project who are subject to those mandates. The Project Sponsor further acknowledges that the forgiveness of the principal amount of the Loan Assistance by the Authority is conditional upon the Project Sponsor's complete and satisfactory compliance with the terms of the Loan Assistance Agreement, and that any failure to comply strictly with such terms could result in a requirement that the Project Sponsor repay to the Authority all or a portion of the Loan Assistance. The Project Sponsor has fully reviewed each and every term of the Loan Assistance Agreement.

Section 2. Approvals, Appropriations and Expenditures.

The Project Sponsor certifies that it has taken, or will take, all actions necessary under South Carolina law to approve, appropriate and expend the proceeds of the Loan Assistance.

Section 3. Authorization of the Loan Assistance Agreement.

The Loan Assistance Agreement is hereby approved, and the execution and delivery of the Loan Assistance Agreement on behalf of the Project Sponsor is hereby authorized and directed. The Loan Assistance Agreement shall be executed on behalf of the Project Sponsor by the City Manager and shall be attested to by the City Clerk.

Section 4. Miscellaneous.

This Resolution shall be a contract between the Project Sponsor and the Authority and shall be enforceable as such against the Project Sponsor.

ADOPTED, this 1st day of September 2026.

Requested by:

Clint Shealy, Assistant City Manager

Approved by:

Teresa B. Wilson
City Manager

Mayor

Approved as to form:

City Attorney

ATTEST:

Erika D. Hammond
City Clerk

Introduced: 09/01/2026
Final Reading: 09/01/2026

LOAN ASSISTANCE AGREEMENT

between

SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY

and

CITY OF COLUMBIA

Dated

September ___, 2026

relating to

Evaluation of Advanced Technologies for PFAS Removal

South Carolina Drinking Water Revolving Loan Fund
FY 2024 and FY 2025 Emerging Contaminants Capitalization Grant
Loan Assistance Number: CF3-25-4010001-01

No. ___ of Two Executed Original Counterparts

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LOAN ASSISTANCE AGREEMENT

THIS LOAN ASSISTANCE AGREEMENT is entered into as of the ___ day of September, 2026, (the ***"Effective Date"***) between the SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY, a public instrumentality of the State of South Carolina (the ***"Authority"***), and the CITY OF COLUMBIA, a municipal corporation of the State of South Carolina (the ***"Project Sponsor"***).

WITNESSETH:

WHEREAS, the Authority is authorized by Title 48, Chapter 5, Code of Laws of South Carolina, 1976, as amended (the ***"Act"***) to administer the South Carolina Drinking Water Revolving Loan Fund (the ***"Fund"***) for the purpose of assisting Project Sponsors (as defined in the Act) in the construction of, among other things, public drinking water supply, storage, treatment and distribution facilities as defined in the Federal Safe Drinking Act, Title 42, United States Code, Section 300f et seq., as amended (the "***Federal Act***"); and

WHEREAS, the South Carolina Department of Environmental Services (the ***"Department"***) is authorized by the Act to, among other things, develop a priority system and prepare an annual plan to ensure compliance with the Federal Safe Drinking Water Act; and

WHEREAS, on November 15, 2021, the President signed Public Law No. 117-58, the Infrastructure Investment and Jobs Act (the "***IIJA***") also known as the Bipartisan Infrastructure Law, which provided supplemental appropriations for the Fund for drinking water infrastructure facilities; and

WHEREAS, a portion of the funding provided under the IIJA shall be used to address emerging contaminants in drinking water with a focus on perfluoroalkyl and polyfluoroalkyl substances through emerging contaminant capitalization grants under section 1452(t) of the Federal Act and under which this project is committed; and

WHEREAS, the Act, as amended on May 28, 2010, authorizes the Authority to use amounts in the Fund to fully implement all requirements of the IIJA for the Fund; and

WHEREAS, the Authority is authorized by the Act to enter into agreements with Project Sponsors in order to finance Projects (as defined in the Act) and the Department is authorized to select projects to receive additional subsidization in the form of Loan Assistance, herein defined; and

WHEREAS, the Project Sponsor proposes to perform an evaluation of advanced technologies for PFAS removal as described in Appendix "A" hereto (the ***"Project"***), which Project will be part of the Project Sponsor's waterworks and sewer system (the ***"System"***); and

WHEREAS, pursuant to the IIJA funding provision for emerging contaminants, the Department has selected this Project to receive additional subsidization in the form of Loan Assistance, herein defined;

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

LOAN ASSISTANCE PROVISIONS

The Authority agrees to provide Loan Assistance, as defined below, to the Project Sponsor solely from appropriations granted to the state from the emerging contaminates capitalization grant, subject to the terms and conditions of this Loan Assistance Agreement, applicable laws, regulations and all Federal and State requirements now and hereafter in effect governing the use of this Loan Assistance.

1. Loan Assistance Defined. Subject to the terms and conditions of this Agreement, the Authority agrees to make, and the Project Sponsor agrees to accept, the loan assistance herein provided for (the ***"Loan Assistance"***), such term being defined as a loan which will not accrue interest and the principal of which is hereby forgiven in its entirety. The amount of the Loan Assistance is set forth in Appendix "B" hereto.

2. Purpose Limited to Project. The Project Sponsor shall use the Loan Assistance only to pay the actual eligible costs of the Project. The Project scope is described in Appendix "A" and more specifically as approved in the Project files of the Department. The Project Sponsor shall make no modifications to the Project scope without the written consent of the Department, such consent to be made part of this Agreement. Except to the extent otherwise approved in writing by the Department and made part of this Agreement, only the costs shown in the Project budget set forth in Appendix "A" shall be allowed and only in the amounts provided for each category. Loan Assistance may not be used to pay for labor performed by employees of the Project Sponsor.

3. Disbursements

   (a) Requests for disbursement shall be made by the Project Sponsor to the Department on forms of the Department, and shall be accompanied by such invoices and other proofs of incurred costs as the Department may reasonably require. The Project Sponsor shall comply with all requirements of the SRF Disbursement Package in submitting draw requests to the Department.

   (b) The Authority shall make disbursements to the Project Sponsor under this Agreement only after receiving each Department approved draw request. The Authority shall incur no liability to the Project Sponsor in the event that the Department does not approve a draw request submitted by the Project Sponsor.

   (c) The Authority will exert its best efforts to disburse funds within seven (7) days of receiving such approved draw request, but no assurance is given by the Authority that such schedule will be met and the Authority shall incur no liability to the Project Sponsor for a delay.

   (d) The Project Sponsor shall receive and promptly disburse the funds to be provided hereunder as trust funds for the purpose of paying the eligible costs of the Project and for no other purpose.

4. Budget Changes. Any change to the budget categories, the amounts therein, or increases/decreases to the total budget for the Project shown in Appendix "A" hereto, or to the Loan Assistance Amount shown in Appendix "B" hereto, shall require written approval by the Department and such approval shall be provided to the Project Sponsor and the Authority and shall be attached hereto and become a part of this Agreement without the requirement of further amendment.

5. Federal and State Requirements. The Project Sponsor hereby agrees to comply with the following requirements.

   (a) Civil Rights and Labor Standards and Requirements and use of Disadvantaged Business Enterprises (DBE) firms and Debarment or Suspension Prevention. (Executive Order 12549)

(i) Positive efforts shall be made by the Project Sponsor and its consultants to utilize DBE firms as sources of supplies, services and construction. Such efforts should allow these sources the maximum feasible opportunity to compete for contracts and subcontracts to be performed utilizing Loan funds. Documentation of efforts made to utilize DBE firms shall be maintained by the Project Sponsor and its consulting firms and construction contractors and approved by the Department.

(ii) The Project Sponsor shall not be presently debarred for noncompliance with Federal Law and shall not award contracts to any firm that is presently debarred for noncompliance with Federal Law where the contract amount equals or exceeds the federal small purchase procurement threshold.

(iii) The Project Sponsor shall require all prime construction contractors to certify that subcontracts have not and will not be awarded to any firm that is presently debarred for noncompliance with Federal Law, where the subcontract amount is expected to equal or exceed the Federal small purchase procurement threshold.

(iv) The Project Sponsor shall require all contractors on the Project to comply with the Department of Labor's Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-956) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54).

(v) The Project Sponsor shall comply with the federal laws that prohibit discrimination in the provision of services or benefits, on the basis of race, color, national origin, sex, handicap or age, in programs or activities receiving federal financial assistance. These laws include Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and The Age Discrimination Act of 1975 (42 U.S.C. § 6102).

6. Procurement Requirements. The Project Sponsor shall comply with all procurement requirements of law.

7. Inspection and Completion.

(a) The Project Sponsor shall cause the Scope of Work identified in Appendix "A" to be completed and shall require satisfactorily completion of all work within the time stated in the executed engineering contract. Extension of any contract completion date requires the Department's approval. Any costs incurred as a result of a time extension which has not received approval by the Department shall not be eligible for Loan Assistance participation.

(d) The Project Sponsor shall pay all costs to complete the Project not covered by the Loan Assistance.

8. Viability. The Project Sponsor shall, to the satisfaction of the Department, have developed and implemented appropriate managerial and financial capacity mechanisms to ensure compliance with state and federal regulatory requirements (e.g., Safe Drinking Water Act, Clean Water Act).

9. Reporting and Information. The Project Sponsor agrees to complete and submit all information and reports, in such form and according to such schedule, as may be required by the Department or the Authority.

10. Maintenance of Records. All pertinent Project records including, but not limited to, financial records, supporting documents, and technical records for the Project shall be retained for a minimum of three years after the date of the final disbursement under this Agreement. However, if any litigation, claim, or investigative audit is started before the expiration of the three year period, then all such records must be retained for three years after the litigation, claim, or audit is resolved.

11. Accounting and Auditing.

(a) The Project Sponsor shall account for the Project according to Generally Accepted Governmental Accounting Principles (GAAP).

(b) Within six months of the end of each fiscal year of the Project Sponsor in which any funds are received under this Agreement, the Project Sponsor shall submit to the Authority an annual financial statement audit prepared by an independent certified public accountant. The conduct of the audit and the audit shall be in accordance with Generally Accepted Auditing Standards as defined in the Government Auditing Standards, Comptroller General of the United States, July 17, 2018 and revisions, updates, or successors thereto. A Single Audit, as required by OMB under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200, Subpart F, may be necessary for each year federal funds are disbursed to the Project Sponsor under CFDA Number 66.468. If the Project Sponsor conducts a Single Audit when federal money disbursed from the Fund is less than the threshold required for such audit, the Project Sponsor shall submit to the Authority, within thirty (30) days of its completion, any findings and recommendations pertaining to money from the Fund contained in such Single Audit. Any Single Audit conducted by the Project Sponsor shall also be submitted to the Federal Audit Clearinghouse within thirty (30) days of its completion.

12. Release of Responsibility. The Project Sponsor shall undertake the Project on its own responsibility and shall release and hold harmless the Authority, the Department, the State and their officers, members and employees from any claim arising in connection with the design, construction or operation of the Project including any matter due solely to the negligence of any of these parties.

13. Access and Inspection. The Project Sponsor shall provide access to the Project work whenever it is in preparation or after completion and provide proper facilities for access and inspection. The Project Sponsor shall allow the United States Environmental Protection Agency, the Inspector General of the United States, the Department and the Authority, or any authorized representative, to have access to any books, documents, plans, reports, papers, and other records pertinent to the Project. The Project Sponsor shall cause its engineers, contractors, auditors and employees to cooperate during such inspections and make available all materials relevant to the review, examination or audit of the Project and compliance with this Agreement.

14. Other Agreements. The Project Sponsor shall comply with all terms and conditions of any engineering agreements affecting the Project and its operation.

15. Compliance with Governmental Authority. The Project Sponsor shall comply with all environmental laws, rules and other provisions of legal force and effect and all such other provisions which govern the Project.

16. Review and Inspection of Work. Any audit or review of the study and any inspection of the work shall be for the convenience of the Department only in order to determine that they are within the approved scope of the Project. No such review and inspection, approvals and disapprovals shall be an undertaking by the Department of responsibility for design or evaluation.

17. Sanctions. If the Project Sponsor does not comply with the provisions of the Agreement, the Authority, upon receipt of written instructions by the Department, may take any or all of the following actions: (a) require repayment of all or a portion of any Loan Assistance provided; (b) require the Project Sponsor to take corrective actions to comply with this Agreement; (c) cancel, terminate, or suspend, in whole or in part, the Loan Assistance provided through this Agreement; or (d) terminate the entire Agreement.

18. Severability. If any provision of the Agreement is found to be illegal, invalid, or unenforceable in any respect, the legality, validity, and enforceability of the other provisions of this Agreement shall not in any way be affected or impaired.

19. Complete Agreement. This Agreement contains Appendices "A", "B", "C", and all subsequent written approvals of the Department that alter any information contained in any of the Appendices hereto.

20. South Carolina Contract. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

21. Notices. All notices hereunder shall be in writing and shall be addressed as follows:

If to the Project Sponsor:

City of Columbia
Post Office Box 147
Columbia, South Carolina 29217

Attention: City Manager

If to the Authority:

South Carolina Water Quality Revolving Fund Authority
c/o Office of Local Government - SRF
South Carolina Rural Infrastructure Authority
1201 Main Street
Suite 1600
Columbia, South Carolina 29201

Attention: Ronneshia Green

22. Counterparts. This Agreement is executed in two counterparts, which are separately numbered, but each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.

23. Term of Agreement. The Term of this Agreement begins on the Effective Date and will expire upon the satisfaction of the requirements of Paragraph 11 herein.

IN WITNESS WHEREOF, the Project Sponsor and the Authority have caused these presents to be signed, sealed and delivered all as of the date hereof.

CITY OF COLUMBIA

(SEAL)

By: Teresa B. Wilson

Name: Teresa B. Wilson

Title: City Manager

APPROVED AS TO FORM

Legal Department City of Columbia, SC

08/13/2026

Attest:

By: Erika D. Hammond

Its: City Clerk

SOUTH CAROLINA WATER QUALITY REVOLVING FUND AUTHORITY

By: _____

Bonnie Ammons, Director,
Office of Local Government,
South Carolina Rural Infrastructure Authority

SCOPE OF WORK

Project Sponsor: City of Columbia

Project Name: Evaluation of Advanced Technologies for PFAS Removal

Loan Assistance Number: CF3-25-4010001-01

This project involves pilot-scale testing for reverse osmosis and granular activated carbon treatment technologies at the Lake Murray Water Treatment Plant and Canal Water Treatment Plant.

PROJECT BUDGET

Project Sponsor: City of Columbia

Project Name: Evaluation of Advanced Technologies for PFAS Removal

Loan Assistance Number: CF3-25-4010001-01

ITEM	LOAN ASSISTANCE FUNDS	PROJECT SPONSOR	TOTAL ELIGIBLE COST
Planning and Design Engineering	$ 2,000,000	$ 233,849	$ 2,233,849
	89.53%	10.47%	

NOTE: Loan assistance funds will be disbursed in the above referenced percentage to total eligible planning and design engineering costs.

LOAN ASSISTANCE

Project Sponsor: City of Columbia

Project Name: Evaluation of Advanced Technologies for PFAS Removal

Loan Assistance Number: CF3-25-4010001-01

Loan Assistance Amount: $ 2,000,000

Loan Amount:	$ 2,000,000
Less Principal Forgiveness:	$ 2,000,000
Net Amount for Repayment:	$ 0

SPECIAL CONDITIONS

Project Sponsor: City of Columbia

Project Name: Evaluation of Advanced Technologies for PFAS Removal

Loan Assistance Number: CF3-25-4010001-01

None.