

City Hall  
80 Broad Street  
March 10, 2020  
4:30 p.m.

**COMMITTEE ON WAYS AND MEANS**

1. Invocation – Councilwoman Jackson
2. Approval of Minutes:  
  
February 25, 2020
3. Bids and Purchases
4. Budget Finance and Revenue Collections: Approval of the 2020 Master Lease Purchase Financing Agreement in the amount of \$9,523,702 with TD Equipment Finance, 40 Calhoun St., Charleston, SC; Solicitation # 20-B001C. 2020 Lease Purchase funds will be used. (Ordinance)
5. Budget Finance and Revenue Collections: Approval of renewal of Workers Compensation Excess Insurance with Safety National in the amount of \$417,015. The 2020 policy renewal rate is flat but the premium is increasing due to the increased payroll (over 2 years). This policy runs April 1, 2020 to April 1, 2022. Safety National is offering a two year rate lock. Total cost for 2 years is \$834,030.
6. Mayor's Office for Children Youth and Families: Approval to accept the AmeriCorps VISTA Grant Award of 27 AmeriCorps VISTA members to be allocated to City Projects and to non-profits and organizations in the community. There is no fiscal impact for the City. Per the Memorandum of Agreement with Corporation for National and Community Service, the City will provide \$61,555 in Cost Share Payments that will be covered by site payments received from organizations receiving VISTA placements.
7. Mayor's Office for Children Youth and Families: Approval to submit a grant request to the Walmart Foundation for \$2,500 to fund a series of workshops aimed at informing seniors and their families on issues and topics affecting seniors-including avoiding frauds and scams, brain health, and general health and wellness. There is no fiscal impact to the City. This is an after-the-fact request.
8. Police Department: Approval to submit the 2020 SCDPS JAG Application to fund the acquisition of one handheld analyzer for narcotic and pharmaceutical drug identification. The application for this grant is due 03/13/2020. This application requests \$29,500 and requires a 10% cash match.
9. Police Department: Approval of a Fourth Amendment in the amount of \$20,000 renewing the Agreement between Charleston Dorchester Mental Health Center ("CDMHC") and Charleston Police Department ("CPD") wherein CDMHC provides CPD with a full time mental health

professional who provides services to children and families in domestic violence cases.

10. Parks-Capital Projects: Approval of CFD Savannah Highway Fire Station #11 Change Order #13 with NBM Construction Company, Inc. in the amount of \$0.00 which modifies the contract by: adding 5 weather days for a new substantial completion date of 12/26/2019, if NBM achieves substantial completion by June 5, 2020, all liquidated damages are waived, however, if this date is not achieved the City is entitled to recover all liquidated damages, the City reserves the right to issue joint checks to contractor and subs/vendors/supplies or design professionals. Approval of Change Order #13 will increase the Construction Contract by \$0.00. The funding sources for this project are the Installment Purchase Revenue Bond (\$7,989,524), Proceeds from Sale of Real Estate (\$1,135,607.64), Surplus Sales (\$1,130.02), and Hospitality Funds (\$380,000).
11. Stormwater Management: Approval of Cooper River Bridge Drainage Basin Study Work Authorization #6 with AECOM in the amount of \$432,136 for the Cooper Street/Jackson Street Watershed hydrologic and hydraulic model development and system improvement analysis. Approval of Work Authorization #6 will obligate \$432,136 of the \$750,000 set aside in the Cooper River Bridge TIF for Cooper River Drainage Basin Study.
12. Stormwater Management: Approval of Lord Calvert Drive Drainage Improvements Change Order #1 with Gulf Stream Construction for \$35,013.36 for additional catch basins due to unanticipated sewer service conflicts. Approval of this Change Order will also approve a project budget amendment increasing funding for the project from \$217,508.46 to \$237,430.30 with the additional \$19,921.84 coming from the Stormwater Fund. This change order will increase the substantial completion date by 120 days. Approval of Change Order #1 will increase the Construction Contract by \$35,013.36 (from \$197,734.96 to \$232,748.32). Approval of the amended project budget will also approve a budget transfer of \$19,921.84 from Small Project line-item (193010-52240) in the Stormwater Fund. Funding sources for this project are: Drainage Fund (\$217,508.46) and the Stormwater Fund (\$19,921.84).
13. Budget Finance and Revenue Collections: An ordinance providing for the issuance and sale of waterworks and sewer system refunding and capital improvement revenue bonds of the City of Charleston in one or more series in the aggregate principal amount of not exceeding \$220,000,000 and other matters relating thereto.
14. **The Committee on Real Estate: (Meeting was held on Monday, March 9, 2020 at 5:00 p.m., City Hall, First Floor Conference Room, 80 Broad Street)**
  - a. Request authorization for the Mayor to execute an easement agreement, together with the appropriate easement drawing, under which the City will grant an easement for the installation of a pad-mounted transformer to Dominion Energy South Carolina, Inc. related to the construction of the Charleston Police Department forensics building. (TMS: 356-00-00-034; Bees Ferry Road and Foxhall Road) The property owner is the City of Charleston.
  - b. Request authorization for the Mayor to execute an easement agreement, together with the appropriate easement drawing, under which the City will grant an easement to Dominion

Energy South Carolina, Inc. to facilitate utility plans relating to 999 Morrison Drive. (TMS: 461-13-01-057; 999 Morrison Drive) The property owner is the City of Charleston.

c. Authorize the Mayor to execute the Agreement of Purchase and Sale between the City of Charleston and Carol Jeane Lotz conveying the property located at 4 Grants Court for the purchase price of \$222,642. This property is being sold subject to the City of Charleston Single Family Affordable Restrictive Covenants with an affordability period of 90 years. (TMS: 460-07-02-222) (Ordinance)

d. Consider the following annexations:

(i) Properties on Maybank Highway (TMS# 313-00-00-034; 313-00-00-035) 3.5 acres, Johns Island (District 5). The property is owned by William Stephen Harris.

(ii) Property on Maybank Highway (TMS #313-00-00-306) 2.05 acres, Johns Island (District 5). The property is owned by LMC, LLC.

In accordance with the Americans with Disabilities Act, people who need alternative formats, ASL (American Sign Language) Interpretation or other accommodation please contact Janet Schumacher at (843) 577-1389 or email to [schumacherj@charleston-sc.gov](mailto:schumacherj@charleston-sc.gov) three business days prior to the meeting.

**COMMITTEE / COUNCIL AGENDA**

**TO:** John J. Tecklenburg, Mayor  
**FROM:** Chief Daniel Curia **DEPT.** Fire Department  
**SUBJECT:** AEROCLAVE ROOM DECONTAMINATION SYSTEM AND ACCESSORIES  
**REQUEST:** Approval to purchase three (3) AeroClave Room Decontamination Systems and accessories from AeroClave, LLC, 4007 Forsyth Rd., Winter Park, FL 32792. GSA Contract #470SWA18D005A

**COMMITTEE OF COUNCIL:** Ways & Means **DATE:** March 10, 2020

**COORDINATION:** This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
Fire Department	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Daniel Curia</i>	<input type="checkbox"/>
Procurement Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Daniel Curia</i>	<input type="checkbox"/>

**FUNDING:** Was funding previously approved? Yes  No  N/A

If yes, provide the following: Dept./Div.: 280022 Account #: 58015  
Balance in Account \_\_\_\_\_ Amount needed for this item \$47,228.61

**Does this document need to be recorded at the RMC's Office?** Yes  No

**NEED:** Identify any critical time constraint(s).

**CFO's Signature:** *Amy Wharton*

**FISCAL IMPACT:** 2019 Healthcare Preparedness Program (HPP) DHEC grant.

**Mayor's Signature:** *John J. Tecklenburg*  
**John J. Tecklenburg, Mayor**

**ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.**

## Destroys Pathogens

AeroClave's family of products represent the latest in decontamination technology. All our products use the proprietary AeroClave Process, utilizing an EPA-approved hospital disinfectant, to decontaminate rooms, vehicles, and equipment as an adjunct to gross decontamination.



Proven effective against MRSA, HIV-1, Hepatitis B, Hepatitis C, Ebola, MERS, CRE, E. coli, Norovirus, H1N1, Legionella pneumophila, Salmonella, Listeria, mold, mildew and more



**AeroClave, LLC**  
 4007 Forsyth Road  
 Winter Park  
 Florida  
 United States 32792

**Quote**

Valid TJI: 12/31/2020

Quote Number: 149163300008073167

**BILL TO:**

1451 King ST EXT  
 Charleston  
 South Carolina  
 USA  
 29405

**SHIP TO:**

1451 King ST EXT  
 Charleston  
 South Carolina  
 USA  
 29405

Account Name: Charleston Fire Department (SC)  
 Contact Name: Jason Krusen

Quote Stage:

Line No.	Product Description	Qty	List Price	Discount	Total
1.	RDS3110 - GSA AeroClave Room Decontamination System, Model 3110. GSA Contract# 47QSWA18D005A	3	\$12,694.00	\$0.00	\$38,082.00
2.	APA25 - GSA AeroClave Portable Applicator, Hand Sprayer, 25' GSA Contract# 47QSWA18D005A	3	\$1,133.00	\$0.00	\$3,399.00
3.	VOXU12 - GSA Vital Oxide disinfectant solution, 1 Case, Four 1 Gal. Bottles ea. GSA Contract# 47QSWA18D005A	9	\$122.00	\$0.00	\$1,098.00
4.	RDS3110 - shipping Shipping and Handling	3	\$175.00	\$0.00	\$525.00
5.	APA25 - shipping Shipping and Handling	3	\$15.00	\$0.00	\$45.00
6.	VOXU12 - shipping Shipping and Handling	9	\$20.00	\$0.00	\$180.00
				Sub Total	\$43,329.00
				Tax	\$0.00
				Adjustment	\$0.00
				Grand Total	\$43,329.00

**Terms and Conditions**

\*\*\*ALL PRICES ARE LISTED IN USD (\$)\*\*\*

The information contained in this quote is applicable for 30 days

On-site training is available for \$2,000/day.

Vital Oxide Disinfectant pricing is as follows (1 case = four 1 gallon bottles):

- 1-11 cases - \$140.00 per case + \$20.00 shipping per case
- 12-35 cases - \$132.00 per case + free shipping (can be delivered all at once for free or quarterly for a one-time \$100 warehousing fee)
- 36 case pallet - \$120.00 per case + free shipping (can be delivered all at once for free or quarterly for a one-time \$100 warehousing fee)

Hardware and Vital Oxide quantity discounts available

With each purchase, AeroClave will provide 12 months free parts and labor warranty. For customers within a 30-mile radius, this will be performed on-site. For customers outside a 30-mile radius, AeroClave will provide a loaner unit while the unit is under repair. If unit problem is determined to

be a manufacturing or workmanship defect, AeroClave will pay for the shipping both ways. If problem is determined to be caused by operator error or abuse, freight cost will be the responsibility of the owner.

Should you have any questions regarding this quote, please contact Michael Quinoy (mqinoy@aeroclave.com). We look forward to working with you.

Thanks for your business!

AeroClave LLC

**COMMITTEE / COUNCIL AGENDA**

**TO:** John J. Tecklenburg, Mayor  
**FROM:** Jason Kronsberg DEPT. Parks Department  
**SUBJECT:** EMERGENCY MLK POOL FILTER TANK INTERIOR LINER REPLACEMENT  
**REQUEST:** Approval to purchase/replace the filter tank interior liner for MLK Pool  
From Duffield Aquatics, Inc., 113 Metro Drive, Anderson, SC 29625.

**COMMITTEE OF COUNCIL:** Ways & Means **DATE:** March 10, 2020

**COORDINATION:** This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Parks Department	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Jason Kronsberg</i>	<input type="checkbox"/>
Procurement Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>John J. Tecklenburg</i>	<input type="checkbox"/>

**FUNDING:** Was funding previously approved? Yes  No  N/A

If yes, provide the following: Dept./Div.: 170100 Account #: 52410

Balance in Account 884,206.72 Amount needed for this item \$80,000.00

**Does this document need to be recorded at the RMC's Office?** Yes  No

**NEED:** Identify any critical time constraint(s).

**CFO's Signature:** *Matt Gill, Dep CFO for Amy Whelan, CFO*

**FISCAL IMPACT:**

**Mayor's Signature:** *John J. Tecklenburg*  
John J. Tecklenburg, Mayor

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*City of Charleston*  
*South Carolina*

**EMERGENCY PURCHASE JUSTIFICATION FORM**

Department: Parks

Product: Filter Tank & UV System

Vendor: Duffield Aquatics, Inc.

Date: February 4, 2020

1. Describe in detail the Emergency and impact to City operations.

After demolition of the MLK mechanical piping we discovered that the filter tank interior liner was bubbling and needed to be replaced. The tank cannot be re-lined it has to be replaced. We have found 1 tank currently in stock that will work with our design requirements. The pool is closed for construction with a May 1st date to reopen to the public. If this tank and UV system are not purchased then the lead time on the equipment will be 14 weeks for the tank and 8 weeks for the UV system which will be past the scheduled reopening of the pool.

We checked with the following manufacturers Neptune Benson, MerMade, WaterCo. Stark, Equavoa, Aquionics, Endless Summer ETS, ProMinent and PurAqua.

2. Describe in detail the item affected and what corrective action needed.

The filter tank has to be replaced and there is 1 in stock. If not purchased there is a 14 week lead time on another tank. This will put us past the scheduled grand reopening of the pool. There is also only 1 UV system in stock in which we need to purchase to be installed prior to reopening the pool. If not purchased there is an 8 week lead time on another UV filter. The pool cannot operate without these components in place.

3. What is the estimated cost and time to effect repair/replacement.

\$78,363.63 plus Shipping. Estimated total cost - \$80,000

Requester Signature

Title

DEPT. DIR.

**QUOTE****Duffield Aquatics, Inc.****QUOTE #:**

DUFQ39375

**DATE:**

Jan 30, 2020

**Duffield Aquatics, Inc.**113 Metro Drive , ,  
Anderson, SC 29625

Phone: 888-669-7551

Fax: 964-841-8132

~~Prepared For:~~Wes Chappell  
Charleston, City of  
PO Box 853  
Charleston, SC 29403-3108  
US~~Prepared By:~~

Neil Sweeny

P.O. Number	Payment Terms	Valid Through
	Net 30	Mar 30, 2020

Freight is not included in estimate

Qty	Description	Manufacturer	Part Number	Unit Price	Ext Price
1	SINGLE TANK FILTRATION SYSTEM W/ ELEC. ACTUATORS			\$33,557.27	\$33,557.27
	MICRON DEEP MD6500R COMMERCIAL 79" X 148" - 8" FL 70.25 SF	WATERCO	222906500RNA		
	DUAL GAUGE MANIFOLD	WATERCO	W22345NA		
	AUTO AIR RELIEF VALVE	WATERCO	620227-KIT		
	SINGLE FILTER 4-VALVE, 8" MANIFOLD W/ 8" ELECTRIC ACTUATORS	WATERCO	M4VFH8X8-EA1		
	(2) 8" STAINLESS STEEL MANIFOLD SUPPORT KIT	WATERCO	920010 188		
1	Aquionics 3rd Party Validated Medium pressure lamp technology, 8", 230V, 3L, 32A+ breaker size, 4 lamps, 2.2 kw, 1735 gpm - NSF 50 2012/UA EPA ( 3-log/40mj dose), 1286gpm - calculated UV Dose 60 mj, Includes Greenwich power switching system - variable lamp power from 30% to 100%, automatic wiping system, UV monitor, stainless steel strainer, temperature sensor, UV chamber & control/power cabinet, 16 ft. cables from UV chamber to control panel *UV Swim 1 100+ - 25 ft. cable length, shipping & handling	Aquionics	UV Swim 1 1000+	\$38,335.97	\$38,335.97

Qty	Description	Manufacturer	Part Number	Unit Price	Ext. Price
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Freight charges can be provided upon request at time of shipment.

<b>SubTotal</b>	<b>\$71,893.24</b>
<b>Tax</b>	<b>\$0.00</b>
<b>Shipping</b>	<b>\$0.00</b>
<b>TOTAL</b>	<b>\$71,893.24</b>

*Tax @ 9%*

*Total = \$78,363.63*

### COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor  
 FROM: Jason Kronsberg/Wes Chappell DEPT. Parks Department  
 SUBJECT: POLICE DEPARTMENT TRAINING ROOM RENOVATIONS  
 REQUEST: Approval to process a change order to increase the contract from \$161,192.00 to \$162,908.48 for additional materials and labor with Satchel Construction. Solicitation #19-B057R

COMMITTEE OF COUNCIL: Ways & Means DATE: March 10, 2020

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
<u>Parks Department</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Jason Kronsberg</u>	<input type="checkbox"/>
<u>Procurement Director</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Wes Chappell</u>	<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes  No  N/A

If yes, provide the following: Dept./Div.: 190100 ✓ Account #: 52410 ✓

Balance in Account 884,206.72 Amount needed for this item \$1,716.48

Does this document need to be recorded at the RMC's Office? Yes  No

NEED: Identify any critical time constraint(s).

CFO's Signature: Matthew L. Depina, Dep CFO for Army Whitman, CFO

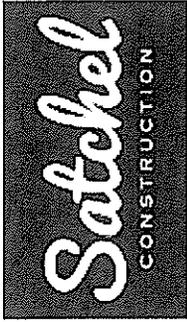
FISCAL IMPACT:

Mayor's Signature: John J. Tecklenburg  
 John J. Tecklenburg, Mayor

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# CHANGE ORDER



SACHEL CONSTRUCTION, LLC  
 2133 Dorchester Rd  
 N Charleston SC 29405

(843) 654-9250 Office

[www.satchelconstruction.com](http://www.satchelconstruction.com)

**Date:** 2.18.2020  
**Project:** Drywall  
**Location:** CPD - Training Room Ren.  
**To:** City of Charleston  
**From:** Jordan Fuller

All work to be completed per plans : n/a  
 Click on link for drawings : n/a

**Change Order #:** 1  
**Start Date:** TBD  
**Completion Date:** TBD

Div. # Scope of Work:

Provide labor, materials and all necessary general requirements to laminate the entire "plan south" wall from floor to ceiling with new 5/8" gypsum board; provide new level four finish

SUMMARY OF WORK	Labor Quantity	Labor Unit	Labor Cost	Labor Total	Material Quantity	Material Unit	Material Waste	Extended Quantity	Material Cost	Material Total	Total
<b>1.0 - GENERAL REQUIREMENTS</b>				<b>436.00</b>						<b>0.00</b>	<b>436.00</b>
Superintendence	8.00	HR	37.75	296.00	0.00	LS	1.10	0.00	0.00	0.00	286.00
Dumpsters	00	EA	50.00	00	0.00	EA	1.10	0.00	0.00	0.00	150.00

SUMMARY OF WORK	Labor Quantity	Labor Unit	Labor Cost	Labor Total	Material Quantity	Material Unit	Material Waste	Extended Quantity	Material Cost	Material Total	Total
2.0 - SITE WORK				0.00						0.00	0.00
3.0 - CONCRETE				0.00						0.00	0.00
4.0 - MASONRY				0.00						0.00	0.00
5.0 - STEEL				0.00						0.00	0.00
6.0 - CARPENTRY				0.00						0.00	0.00
7.0 - THERMAL & MOISTURE PROTECTION				0.00						0.00	0.00
8.0 - DOORS, WINDOWS, & GLASS				0.00						0.00	0.00
9.0 - FINISHES				1045.00						0.00	1045.00
Drywall Subcontractor	19.00	LS	55.00	045.00	0.00	LS	1.10	0.00	0.00	0.00	1045.00
10.0 - SPECIALTIES				0.00						0.00	0.00
11.0 - EQUIPMENT				0.00						0.00	0.00
12.0 - FURNISHINGS				0.00						0.00	0.00
13.0 - SPECIAL CONSTRUCTION				0.00						0.00	0.00
14.0 - CONVEYING SYSTEMS				0.00						0.00	0.00
15.0 - MECHANICAL				0.00						0.00	0.00
16.0 - ELECTRICAL				0.00						0.00	0.00
FINANCIALS										235.48	235.48
Business License & Permit							148	LS	0.014	20.73	20.73
Builders Risk							148	LS	0.005	7.4	7.41
Bonding							148	LS	0.04	59.24	59.24
Overhead							148	LS	0.05	74.05	74.05
Profit							148	LS	0.05	74.05	74.05
										\$	1,716.48

All of the above work to be completed in a substantial and workmanlike manner.

**For the sum of: \$1,716.48**

Payments to be made as follows:

Satchel Construction, LLC.

- This Change Order is a continuation of the Prime Contract and will abide by all existing contract documents, including payment terms and billing methods.
- Any alteration or deviation from the plans and specifications will be executed only upon written orders for same and will be added to or deducted from the sum quoted in this contract. All additional agreements must be in writing.
- The Contractor agrees to carry Workman's Compensation and General Liability Insurance and to pay all taxes on material and labor furnished under this contract as required by Federal laws and the laws of the State in which this work is performed.
- Payments due and unpaid under this proposal shall bear 1.5% monthly interest from the payment due date

Respectfully Submitted,



Jordan Fuller  
 Owner  
 Satchel Construction, LLC.

Due to market changes for material and labor this quote is effective for 30 days from the date above.

ACCEPTANCE

You are hereby authorized to furnish all material, equipment and labor required to complete the work described in the above proposal, for which the undersigned agrees to pay the amount stated in said proposal and according to the terms thereof.

Authorized Signature/s: \_\_\_\_\_ Date: \_\_\_\_\_

3 d.)

# COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Chief Luther Reynolds DEPT. Police Department

SUBJECT: 2020 FORD F350 HIGH ROOF TRANSIT VAN, EXT. LENGTH, 1 TON

REQUEST: Approval to purchase a 2020 Ford F350 High Roof Transit Van, Ext. Length, 1 Ton from Vic Bailey Ford, 501 E. Daniel Morgan Ave., Spartanburg, SC 29304. SC Contract #4400022518

COMMITTEE OF COUNCIL: Ways & Means DATE: March 10, 2020

**COORDINATION:** This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
Police Department	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Luther Reynolds</u>	<input type="checkbox"/>
Procurement Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Greg Cooper</u>	<input type="checkbox"/>

**FUNDING:** Was funding previously approved? Yes  No  N/A

If yes, provide the following: Dept./Div.: 062020 Account #: 58010

Balance in Account \* Amount needed for this item \$90,809.00

*emi*

**Does this document need to be recorded at the RMC's Office?** Yes  No

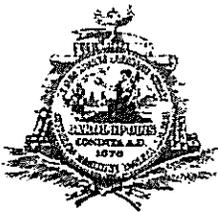
**NEED:** Identify any critical time constraint(s).

CFO's Signature: *Matthew A. Dep CFO for Amy White, CFO*

**FISCAL IMPACT:** 2020 Lease Purchase Funds

Mayor's Signature: *John J. Tecklenburg*  
John J. Tecklenburg, Mayor

**ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.**



*City of Charleston*  
South Carolina

## PURCHASE REQUEST FORM

**Requestor:** Scott Newsome **Date:** 2/12/20 **Ship To Location:** Charleston PD

**Department:** Police **Division:** Fleet

**SUGGESTED SUPPLIER:** Vic Bailey Ford **Approval:** \_\_\_\_\_

Company Name	Address	Phone Number	Contact Name
Vic Bailey Ford State Contract # 4400022518	501 E Daniel Morgan Ave Spartanburg, SC 29304	800-922-1365	David Vetter

### PURCHASE REQUESTS:

Item#	Quantity	Unit	Part Number	Description	Unit Price	Ext. Price
1	1	EA		2020 Ford 350 high-roof Transit Van, Ext.Length 148" WB, 1 Ton, 3.5L EcoBoost Engine, Hinged Rear Cargo Doors, Heavy Duty Vinyl Floor, Rear and Side Glass Delete	\$30,724.00	\$30,724.00
2	1	EA		Extended length, Pass side sliding door W3X	\$3,721.00	\$3,721.00
3	1	EA		3.5L Eco-Boost Engine 99G	\$1,888.00	\$1,888.00
4	1	EA		Limited Slip Axle X##	\$329.00	\$329.00
5	1	EA		HD Alternator 63C	\$264.00	\$264.00
6	1	EA		Dual HD Batteries 63E	\$300.00	\$300.00
7	1	EA		Long Arm Mirrors w/Turn Signals 544	\$224.00	\$224.00
8	1	EA		Trailer Tow Package 53B	\$492.00	\$492.00
9	1	EA		Front and Rear AC and Heat 57G	\$1,200.00	\$1,200.00
10	1	EA		No Side or Rear Glass	(\$200.00)	(\$200.00)
11	1	EA		AM/FM w/USB and SYNC Hands Free Cell Capability 58X	\$775.00	\$775.00
12	1	EA		Mullinax Ford PDI	\$145.00	\$145.00
13	1	EA		Delivery to Charleston Police Department from Florida	\$800.00	\$800.00
14	1	EA		Vendor Coordination Fee	\$1,000.00	\$1,000.00
15	1	EA		Steel Wheels with Full Silver Wheel Covers	\$36.00	\$36.00
16	1	EA		EVI Inc EOD Package Upfit	\$48,611.00	\$48,611.00
17						
18				Exterior Color-White, Interior Color- Dark Gray		
19						
20						
21						
22						
23						
24						
25						
26						
27						
28						
					State Tax	\$500.00
					Total	\$90,809.00

2-12-20

Scott G. Newsome/ Director, Fleet

Requisitioner/Title

Authorized Approval/Title

Appropriation Approval

## Van 11: Gasoline, Full Size 3500/350 Cargo Van, 2 Passenger, High Roof

Contract Number:	4400022518	Contractor:	Vic Bailey Ford
Initial Contract Term:	11/1/2019 - 10/31/2020	Address:	501 E Daniel Morgan Ave. Spartanburg, SC. 29304
Contract Rollover Dates:	TBD - TBD	Vendor #:	7000079092
Order Cutoff Date:	TBD	Contact:	David Vetter
Model:	Ford Transit 350 Van XL/ W9C	Email:	<a href="mailto:dvetter@vicbailevauto.com">dvetter@vicbailevauto.com</a>
Commodity Code:	07192	Telephone:	864-585-3600 ext. 267
Delivery Days ARO:	90	Fax:	864-594-6802

**BASE PRICE                    \$30,724.00**

\*Click on the link above for an itemized listing of items included in the base price.

### **Optional Additions**

Auxiliary Power Connection	\$160.00
Aux. Power Outlet	Standard
Blue tooth/ hands free calling	Standard
Body Glass- All Sides	\$158.00
Cargo Bay Paneling	\$242.00
Cargo / Cab Divider	\$497.00
Extended Body Length	\$2,047.00
Privacy Glass (state std. spec.)	\$676.00

### **Optional Deductions**

Body Glass-None	\$210.00
Body Glass- Rear Only	\$150.00
Amount of Base Price Allocated to Delivery to SFM	\$20.00

### **Delivery Information**

Distance from Dealership to SFM Delivery Point (In Miles)	10
Price Per Mile Contractor May Charge	\$2.00

Return to Index

VIC BAILEY FORD

David Vetter 864.585.3600 or 800.922.1365

**2020 FORD TRANSIT 350 - MEDIUM ROOF - 148" WHEELBASE**

Van-11: Van, Cargo, Full Size, High Roof, 1 Ton

Contract #: 4400022518

**Standard Equipment Included:**

- 3.7L Gas Engine                      Power Steering
- Automatic Transmission              Power Brakes
- A/C                                      Cruise Control
- AM/ FM Radio                          Passenger Sliding Side Cargo Door
- 148" Wheel Base                      Heavy Duty Vinyl Floor
- Hinged Rear Cargo Doors

**NOTES CONCERNING AVAILABLE CONFIGURATIONS:**

The Transit Van is available in three roof heights, two wheel bases and an extended length configuration. Please see the summary below for a description of the available configurations.

**ROOF HEIGHTS**

- Low Roof (LR): Vehicle Height - 83.6" Interior Cargo Height - 56.9"
- Medium Roof (MR): Vehicle Height - 100.8" Interior Cargo Height - 72.0"
- High Roof (HR): Vehicle Height - 110.1" Interior Cargo Height - 81.5"

**WHEEL BASES**

- 130" Wheel Base (WB): Cargo Length Behind First Row Seats - 126.0"
- 148" Wheel Base (WB): Cargo Length Behind First Row Seats - 143.7"
- 148" Wheel Base (WB) Extended Length (EL): Cargo Length Behind First Row Seats - 172.2"

**SIDE CARGO DOOR CONFIGURATIONS**

The Transit Van is also available in three side door configurations:

- 60/40 Hinged Passenger Side Cargo Doors w/ Hinged Rear Cargo Doors
- Sliding Passenger Side Cargo Door w/ Hinged Rear Cargo Doors
- Dual Sliding Side Cargo Doors w/ Hinged Rear Cargo Doors

**SC STATE CONTRACT PRICE:**

**\$30,724.00**

W3X	Transit 350 - HR - 148" WB EL w/ Passenger Sliding Side Cargo Door	\$3,721.00	✓
99G	3.5L V-6 EcoBoost Engine	\$1,888.00	✓
X##	Limited Slip Rear Axle	\$329.00	✓
63E	Dual Heavy Duty Batteries	\$300.00	✓
544	Mirrors - Long Arm - Power Heated w/ Turn Signals	\$224.00	✓
	No Side or Rear Door Glass	-200.00	(deduct)
57G	Front and Rear A/C and Heater (Requires Reverse Sensing on Low roof Models)	\$1,200.00	✓
53B	Trailer Tow Package - Hitch and Wiring Included	\$492.00	✓
58X	AM/FM w/ USB and SYNC - Hands Free Cell Phone Capability (Requires Cruise Control)	\$775.00	✓
64H	Steel Wheels w/ Full Silver Wheel Covers	\$36.00	
63C	Heavy Duty Alternator	\$264.00	✓
90A	Power Equipment Group	Included	
61C	Rear View Camera	Included	
	Emergency Vehicle Inc Package per Quote# CPD-EOD-0001	\$48,611.00	✓
	Mullinax Ford PDI	\$145.00	✓
	Vendor Coordination Fee	\$1,000.00	✓
	Delivery to Charleston Police Department	\$800.00	✓
	IMF	\$500.00	✓

**SC STATE CONTRACT PRICE:**

**\$90,809.00**

QUOTATION

Emergency Vehicles, Inc.

Charleston Police Department  
 Sgt. Brian Salkeld  
 180 Lockwood Blvd.  
 Charleston, SC 29401  
 (843) 720-3916 / 3917  
 Salkeldb@charleston-sc.gov

Quote No: CPD-EOD-0001  
 01/29/2020

PART NO	QTY	DESCRIPTION
	1	== CPD - EOD CONVERSION ==
BB-00-01LP	1	FRONT SLIDING DIVIDING CURTAIN - FORD TRANSIT VAN
DB-55-1000	5	TURTLE TILE COVERING FOR COMPARTMENT FLOORS Color: -- Black
DB-55-1100	4	TURTLE TILE COVERING FOR COMPARTMENT SHELVES Color: -- Black
DB-55-1101	4	-- REGULAR   UP TO 25" DEEP
GA-CV-3500	1	INTERIOR PACKAGE; FORD TRANSIT VAN
GB-00-005B	1	-- VAN BODY INSULATION
GB-10-005B	1	-- VAN BODY INTERIOR SUB-FLOOR
GB-10-026F	1	-- LONSEAL VINYL FINISH FLOOR - COIN DESIGN Location: -- Interior of van
GB-12-0250	1	-- VAN BODY SUB-WALLS - 1/4"
GB-12-025A	1	-- VAN BODY FINISH WALLS - FIBERGLASS REINFORCED PLASTIC (LINEN FINISH) Color: -- Gray
GB-16-0250	1	-- VAN BODY SUB-CEILING
GB-16-025A	1	-- VAN BODY FINISH CEILING - ALUMINUM COMPOSITE FINISH Color: -- Off-white
GB-15-00LP	1	EXPANDED METAL PROTECTION COVER OVER REAR A/C UNIT + (3) WALL MOUNTED VENTS
HB-03-0205	2	HEAVY DUTY INTERIOR CABINET SHELF TRACKS Location: -- (1) set in each streetside cabinet
HB-03-0305	4	3/16" (.188") ADJUSTABLE SHELVES FOR INTERIOR CABINET(S) Location: -- (1) in rear streetside interior cabinet -- (3) in forward streetside interior cabinet
HB-07-002M	3	OVERHEAD STORAGE CABINET(S) - ALUMINUM   UP TO 48" WIDE Location: -- (3) streetside - over work bench

PART NO	QTY	DESCRIPTION
HB-12-002M	1	MEDIUM STORAGE CABINET(S) - ALUMINUM Location: -- (1) streetside interior of van
HB-12-003L	1	LARGE STORAGE CABINET(S) - ALUMINUM Location: -- (1) front streetside interior of van
HB-32-001S	3	FILE DRAWER(S) - ALUMINUM Location: -- (3) under streetside workbench
HC-04-001S	3	HINGED SOLID LOCKING DOOR(S) FOR CABINETS/CLOSETS - SM Location: -- For cabinet under streetside work bench -- (1) to be drop down access door - under storage cabinet by rear wheels
HC-07-002M	1	ROLL-UP LOCKING DOOR(S) FOR CABINETS/CLOSETS - MED Location: -- (1) for streetside interior cabinet Door Finish: -- Anodized
HC-09-002M	3	PORCELAIN MAGNETIC DRY/ERASE LOCKING DOOR FOR CABINETS/CLOSETS - MED Location: -- (1) for each streetside overhead cabinet - over work bench
HC-30-0100	9	SOUTHCO #M1-41-8 STAINLESS STEEL "D" DOOR LATCHES
HG-03-SP01	1	LARGE WORK BENCH Location: -- Streetside and to be a workbench
HG-04-005B	1	MEDIUM WORK STATION(S)   UP TO 48" WIDE Location: -- Streetside interior of van
HG-17-0500	20	CORIAN COUNTER TOP UPGRADE - SQ FT
IA-05-0S00	1	12 VOLT ELECTRICAL SYSTEM
IA-06-3000	1	SWITCH CONSOLE - MODULE
IA-10-0500	1	SWITCH LABEL PACKAGE
IA-12-0680	4	TECNIQ #E20-WC00-1 ORION 6" SURFACE MOUNT WHITE LED INTERIOR LIGHT(S) Location: -- Overhead - down the Center of the van
IA-12-1522	2	TECNIQ #E35-WB0S-1 LINEAR LED SURFACE MOUNT UNDER CABINET STRIP LT(S) W/ SWITCH Location: -- Under the streetside overhead cabinets
IF-00-0400	1	COAXIAL WIRING FOR ANTENNA WITH MOUNTING BASE Location: -- Van roof and front lower area in cab
IF-00-3000	1	WIRING ACCESS COVE PACKAGE

PART NO	QTY	DESCRIPTION
IF-00-5600	1	WIRING FOR FUTURE RADIO(S) -- Includes 12V circuit 20 amp breaker, #12 battery switched red wire and a battery direct ground lug
IJ-01-0000	1	INSTALLATION OF CUSTOMER'S RADIO(S)
JC-00-0011	1	12 VOLT #091-85-12 LOW VOLTAGE ALARM & LIGHT (NFPA) Location: -- Rear switch console
JC-20-0200	1	ELECTRONIC THROTTLE DEVICE Note: -- To be sealed switch with blue indicator light
JC-90-1210	1	KUSSMAUL #091-215-12 1000 PLC ON-BOARD BATTERY CHARGER -- Indicator mounted on lower section of driver's seat (on the interior)
LB-25-2010	1	-- KUSSMAUL #091-55-15-120 15A SUPER L/L INLET W/AUTO-EJECT YELLOW Location: -- Under rear of vehicle
JC-90-5050	1	12 VDC BATTERY/CHARGING SYSTEM - SINGLE
KB-00-0100	1	XANTREX #806-1802 PROSINE 1800 WATT INVERTER W/TRANSFER RELAY -- To include #808-1800 remote interface kit
LB-16-1500	1	HOUSEHOLD 15 AMP INTERIOR RECEPTACLE(S) - DUPLEX
LB-16-1515	1	HOUSEHOLD 120V/15 AMP QUAD INTERIOR RECEPTACLE(S) Note: -- To be wired directly to inverter
LB-50-02LP	1	110V POWER STRIP - 48" LONG WITH (10) 15A PLUG-INS
RF-05-0120	1	WHELEN #295HFSC9 FULL FUNCTION SIREN SYSTEM
RF-90-0020	1	WHELEN #SA315P 100 WATT SIREN SPEAKER Mounting bracket #: -- Ford Transit / Universal
TA-02-0400	1	WHELEN #SSFPOS HEADLIGHT FLASHER
TA-08-0200	1	VANNER #9860GCPE ELECTRONIC LED FLASHER UNIT
TB-10-1020	2	WHELEN AVENGER II #AVC21BB SUPER LED DASH LIGHT   BLUE
TC-10-0025	8	WHELEN #TLIB ION T-SERIES SURFACE MOUNT SUPER-LED WARNING LIGHT(S) - BLUE
WA-90-0050	1	BODY MANUFACTURER'S MANUAL(S)
WA-95-0050	1	WIRING MANUAL(S)
WB-05-15LP	1	ENGRAVED FLUID CAPACITY AND TYPE PLATE
WB-05-16LP	1	OVERALL HEIGHT/LENGTH/GVWR PLATE
ZA-00-0200	1	CHASSIS HANDLING   CUSTOMER FURNISHED
ZC-00-0002	1	ADMINISTRATIVE
ZC-05-001A	1	-- 12-MONTH / 12,000 MILE CONVERSION/UPFIT WARRANTY
ZC-05-005A	1	-- 10-YEAR / 100,000 MILE LIMITED ELECTRICAL WARRANTY
ZD-00-000A	1	-- FACTORY LIAISON   PROJECT COORDINATOR
ZD-00-000B	1	-- ENGINEERING/PRE-CONSTRUCTION REVIEW
ZD-00-000C	1	-- IN-HOUSE PRE-DELIVERY   DETAILING   INSPECTION

Price \$48,611.00 FOB Lake Park, FL

3e.)

# COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Chief Luther Reynolds DEPT. Police Department

SUBJECT: LIGHT AND SPEAKER EQUIPMENT FOR 2020 FORD EXPLORER SUV MARKED

REQUEST: Approval to purchase light and speaker equipment for 2020 Ford Explorer SUV Marked from Campbell-Brown, Inc. 1131 White Horse Rd., Greenville, SC 29604. SC Contract #4400012370

COMMITTEE OF COUNCIL: Ways & Means DATE: March 10, 2020

**COORDINATION:** This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
Police Department	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Luther Reynolds</u>	<input type="checkbox"/>
Procurement Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Greg Cooper</u>	<input type="checkbox"/>

**FUNDING:** Was funding previously approved? Yes  No  N/A

If yes, provide the following: Dept./Div.: 200000 Account #: 52023

Balance in Account 250,329.92 Amount needed for this item \$91,778.44

**Does this document need to be recorded at the RMC's Office?** Yes  No

**NEED:** Identify any critical time constraint(s).

CFO's Signature: Matt [Signature], Dep CFO for Army [Signature], CFO

**FISCAL IMPACT:**

Mayor's Signature: [Signature]  
John J. Tecklenburg, Mayor

**ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.**

# Campbell-Brown, Inc.

3814 North Graham Street/28206  
 REMIT TO: PO Box 26685  
 Charlotte, NC 28221  
 Phone (704) 377-2551  
 NC WATS (800) 849-5050

1131 White Horse Road  
 PO Box 8498 Sta. A  
 Greenville, SC 29604  
 Phone (864) 277-4372  
 SC WATS (800) 849-2426

QUOTE

QUOTE ORG

Page 1

Quote Date	Expires	Authorization	Salesperson	Customer #	Terms
1/24/20			RICKY HAYES	208056	NET 30 DAYS
Quote #	P.O. Number	Quoted By	Ship Via	Prod/Col	Shipped From
02/051674			DELIVER		GREENVILLE STORE

Sold To **David Grudzien/RACHEL H.**  
**CITY OF CHARLESTON**  
**ATTN: ACCOUNTS PAYABLE**  
**PO BOX 304**  
**CHARLESTON, SC 29402**  
**843-724-7361**

Ship To **CITY OF CHARLESTON**  
**POLICE RADIO SHOP**  
**1950 MILFORD ST.**  
**NORTH CHARLESTON, SC 29405**

Quantity	Stock #	Description	Unit Price	UM	Extended Price
		SC STATE CONTRACT #4400012370 2020 FORD EXPLORER SUV "MARKED"			
30	ENFLBS1248-CUSTOM	SOU nFORCE LED BAR 48" CUSTOM WITH FORD SUV HOOK KIT	1296.0000	EA	38,880.00
30	ETTFUT-16	SOU-SOLID STATE, PLUG IN TAILLIGHT REAR FLASHER	58.8000	EA	1,764.00
30	ETSA481CSP	SOU 100Watt Push Button CONSOLE MOUNT SIREN	289.5200	EA	8,685.60
30	ETSSVBK01	SOU-100N&J SPEAKER BRKT 2020 FRD	40.8000	EA	1,224.00
30	ETSS100N	SOU-100 WATT SPEAKER- QUOTE 3015 SPEAKER AND BRACKET	130.5000	EA	3,915.00
60	ELUC3H010B	SOU-Universal UnderCover Screw-In	67.8300	EA	4,069.80
60	PLUCTCL1	SOU-SOU-TWIST IN 2 COLLAR KIT HIDE AWAY LIGHT IN HEADLIGHT ASSY	2.5500	EA	153.00
60	ENT2B3B	SOU INTERSECTOR LED BLUE	116.0900	EA	6,965.40
30	PNT1CRV05	SOU WEDGE INTERCEPT.SUV - EXPLORER SIDE MIRROR LIGHT & WEDGE KIT	6.1200	EA	183.60
60	EMPS2STS2B	SOU-mpower 4" Fascia Light w/ Stu	85.1700	EA	5,110.20
30	PMP2BRK2LPV	SOU-MPOWER 4" LICENSE PLATE VERT. LICENSE PLATE LIGTH & BRACKET	20.4000	EA	612.00
60	ENFSRS3B	SOU-SOU-nFORCE Single Recess Moun REAR HATCH DOOR LIGHT	101.4900	EA	6,089.40
60	ENFSGS3B	SINGLE DECK/DASH 12 LED BLUE CARGO SIDE WINDOW LIGHTS	109.1400	EA	6,548.40
		REF QE037007			
				SubTotal	84,200.40
				Freight	
				Sales Tax	7,578.04
				<b>Quote Total</b>	<b>91,778.44</b>

ALL WARRANTIES ARE LIMITED TO THE WARRANTY GIVEN BY THE MANUFACTURER. AND IN NO EVENT DOES CAMPBELL-BROWN, INC. WARRANT ANY PRODUCT IT SELLS BEYOND THE STATED WARRANTY OF THE PRODUCT MANUFACTURER.  
 ALL QUOTES ARE VALID FOR 60 DAYS FROM THE DATE ISSUED.

**COMMITTEE / COUNCIL AGENDA**

**TO:** John J. Tecklenburg, Mayor  
**FROM:** Chief Luther Reynolds DEPT. Police Department  
**SUBJECT:** 2020 DODGE DURANGO PPV VEHICLES  
**REQUEST:** Approval to purchase two (2) 2020 Dodge Durango PPV vehicles  
From Santee Automotive, LLC 2601 Paxville Hwy., Manning, SC  
29102. SC Contract #4400019828

**COMMITTEE OF COUNCIL:** Ways & Means **DATE:** March 10, 2020

**COORDINATION:** This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
Police Department	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Luther Reynolds</i>	<input type="checkbox"/>
Procurement Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Greg Cooper</i>	<input type="checkbox"/>

**FUNDING:** Was funding previously approved? Yes  No  N/A

If yes, provide the following: Dept./Div.: 240021 & 240023 Account #: 58010

Balance in Account \_\_\_\_\_ Amount needed for this item \$58,932.00

**Does this document need to be recorded at the RMC's Office?** Yes  No

**NEED:** Identify any critical time constraint(s).

**CFO's Signature:** *Matt [unclear], Dep CFO for Army [unclear], CFO*

**FISCAL IMPACT:** These vehicles are Highway Safety grant purchases. One vehicle is the DUI Enforcement Grant, #M4HVE-2020-HS-37-20 and the other is the Speed Enforcement Grant, #PT-2020-HS-15-20.

**Mayor's Signature:** *John J. Tecklenburg*  
John J. Tecklenburg, Mayor

**ORIGINATING OFFICE PLEASE NOTE:** A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.



City of Charleston
South Carolina

PURCHASE REQUEST FORM

Requestor: Scott Newsome Date: 2/13/20 Ship To Location: Charleston PD
Department: Police Division: Fleet

SUGGESTED SUPPLIER: Santee Automotive LLC

Approval:

Table with 4 columns: Company Name, Address, Phone Number, Contact Name. Row 1: Santee Automotive LLC, 2601 Paxville Highway, Manning SC, 29102, 803-386-9651, Scott Watford

PURCHASE REQUESTS:

Main table with columns: Item#, Quantity, Unit, Part Number, Description, Unit Price, Ext. Price. Contains 28 rows of purchase request details.

Summary table with 2 columns: State Tax (\$1,000.00), Total (\$58,932.00)

Scott G. Newsome/ Director, Fleet

Handwritten signature: Anthony Peromallo / CHIEF

## LE-7: Law Enforcement Utility - Intermediate, Four-Door, All-Wheel Drive

Please be aware that the Dodge Durango below while Pursuit Rated has an ALL CLOTH INTERIOR including carpet flooring. No other upholstery options are currently available.

<u>Contract Number:</u>	4400019828	<u>Contractor:</u>	Santee Automotive LLC
<u>Initial Contract Term:</u>	11/1/2018 - 10/31/2019	<u>Address:</u>	PO Box 5391 West Columbia, SC 29171
<u>Contract Rollover Dates:</u>	11/1/2019 10/31/2020	<u>Vendor #:</u>	7000214142
<u>Order Cut Off Date:</u>	TBD	<u>Contact:</u>	Scott Watford
<u>Model:</u>	Dodge Durango PPV - WDEE75	<u>Email:</u>	info@santeefleet.com
<u>Commodity Code:</u>	07105	<u>Telephone:</u>	803-386-9651
<u>Delivery Days ARO:</u>	120	<u>Fax:</u>	803-678-4297

**BASE PRICE            \$28,267.00**

\*Click on the link above for an itemized listing of items included in the base price.

### **Optional Additions**

Engine Upgrade <i>* Upgrades to 5.7L V8</i>	\$2,726.00
Driver-side Mounted Spotlight	\$394.00
Wiring Harness with Firewall Pass Through for Equipment Installation	\$207.00
Anti-Theft Device (i.e. TREMCO or Computer Controlled Shift from Park Prevention)	\$162.00
Bluetooth/Hands Free Calling	Factory Standard

### **Optional Deductions**

Header-Mounted Switch Controlled High Intensity Map Light	Factory Standard
Delivery Fee (Per Vehicle)	\$15.00

### **Delivery Information**

Delivery Distance Included in Delivery Fee	10 Miles
Price Per Mile Contractor May Charge Beyond the Delivery Distance	\$1.50

[Return to Index](#)



# QUOTE

**Santee Automotive LLC**  
 2601 Paxville Highway  
 Manning, South Carolina 29102  
 United States

Phone: 1-888-853-5338  
 Fax: 1-888-853-5338  
 info@santeefleet.com

**BILL TO**  
**Charleston Police Department**  
 Scott Newsome

newsomes@charleston-sc.gov

**Estimate Number:** 18376

**Estimate Date:** February 4, 2020

**Expires On:** April 30, 2020

**Grand Total (USD):** \$29,072.00

Items	Quantity	Price	Amount
<b>Dodge Durango Pursuit</b> State Contract: 4400019828 Dodge Durango Pursuit AWD 3.6L V6 Engine 8 Speed Auto Transmission 220 AMP Alternator Red/White Dome Lamp Privacy Glass Floor Mats ParkView Rear Backup Camera U Connect Bluetooth Cloth/Carpet Interior  Available Exterior Colors: Black	1	\$28,267.00	\$28,267.00
<b>2020 Dodge Durango Molded Floor Liners</b> Front and Rear Liners Included	1	\$185.00	\$185.00
<b>Vehicle Delivery</b>	1	\$120.00	\$120.00
<b>Vehicle Sales Tax</b> South Carolina Vehicle Sales Tax/Infrastructure Maintenance Fee	1	\$500.00	\$500.00
<b>Total:</b>			\$29,072.00
<b>Grand Total (USD):</b>			\$29,072.00

# COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Tom O'Brien / Ben Dellucci DEPT. Public Service / Fleet

SUBJECT: VERMEER BC1500 15" BRUSH CHIPPER WITH WINCH

REQUEST: Approval to purchase a Veremeer BC1500 15" Brush Chipper with Winch  
From Vermeer Mid Atlantic, 1064 Dropoff Dr., Summerville, SC 29483  
Sourcewell Contract #062117-VRM

COMMITTEE OF COUNCIL: Ways & Means DATE: March 10, 2020

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
Public Service/Fleet	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>B. J. [Signature]</i>	<input type="checkbox"/>
Procurement Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i>	<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes  No  N/A

If yes, provide the following: Dept./Div.: 062020 Account #: 58015

Balance in Account \* Amount needed for this item \$75,688.51 *all*

Does this document need to be recorded at the RMC's Office? Yes  No

NEED: Identify any critical time constraint(s).

CFO's Signature: *[Signature]*, *Dep CFO for Army Water, CF*

FISCAL IMPACT: 2020 lease Purchase Funds

Mayor's Signature: *[Signature]*  
 John J. Tecklenburg, Mayor

**ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.**





QUOTE   
 SALES ORDER   
 DELIVERY RECEIPT   
 SALES INVOICE

NO:	
DATE:	01-23-20
PURCHASE ORDER:	

SOLD TO:	Charleston Dept. of Parks, City of			
ADDRESS:	2150 Milford Street			
CITY:	Charleston	STATE:	SC	ZIP: 29405
CUSTOMER CONTACT:	Ben Dellucci			

SHIP TO:	Charleston Dept. of Parks, City of			
ADDRESS:	2150 Milford Street			
CITY:	Charleston	STATE:	SC	ZIP: 29405
TERMS:				

Terms are due upon receipt unless otherwise specified

Phone: 843-724-7391	Fax: 843-965-4000	Mobile: 843-870-7060	Other#:
---------------------	-------------------	----------------------	---------

SALESPERSON(S)	SHIP VIA	DATE REQUIRED	UNIT #	NOTE
Reggie Hill				BC1500 W-Winch

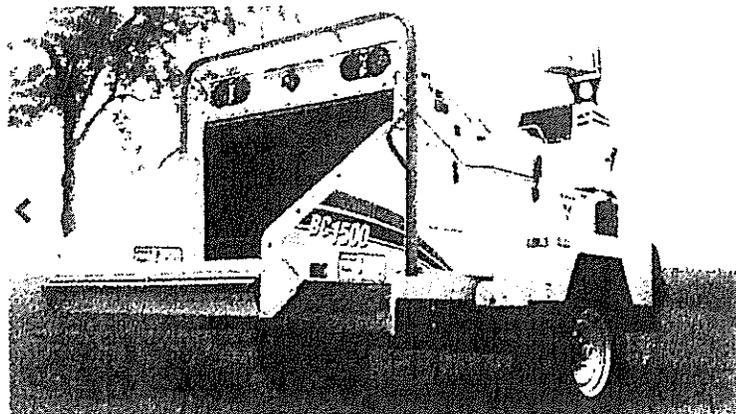
QTY	STOCK NUMBER / MODEL/ SERIAL #/ DESCRIPTION (LIST ANY AND ALL ATTACHMENTS)	PRICE	TOTAL
1	<b>Vermeer BC1500 - 15" Brush Chipper W-Winch :</b> - 130 HP Cummins Diesel Tier 4F turbocharged Diesel Engine, DEF Fluid Regen System, High Temp. / Low Oil Pressure Shutdown, Air Pre-cleaner, "Smart Feed", Pusher Cooling Fan, Open Core Radiator, Self- Adjusting Spring Loaded "Auto-Clutch", 22.5 Dia. x 22" Drum with 2 grade A8 steel Dual edge knives, Oversized Dodge Cutter Shaft bearings, Fold-Down Rear Feed Table, <b>Live Hydraulic</b> , 0-122 FPM Variable Speed Hydraulic Infeed Systems, <b>Dual-Vertical Infeed Rollers</b> , 270 Degree Rotating Discharge Chute, 7000 Lbs. Torflex Axle, ST285/75 R16 E Tires, Electric Brakes w/Brake Away Kit, Rubber Isolated engine and cutter housing. Telescoping Tongue, Lockable Tool Box & Tank Access, Lights, Safety Chains, Adjustable Pintle Hitch, Jack Stand, Operations, Maintenance, & Parts Manuals. <b>2 Extra Knife Sets Included at N/C</b> <u>Options Included In Price:</u> Hydraulic Winch Hydraulic Chip Chute (Rotation and Chute Deflector) <u>Custom Options:</u> Strobe Light Kit: Cone Storage W/Cones: Wheel Chocks and Holders: Fire Extinguisher Mounted:	\$66,024.	\$66,024.00
	<b>Sourcewell Federal Contract #062117-VRM</b>  <b>Dealer Freight And Prep:</b>		\$1,650.00
	<b>SUBTOTAL</b>		<b>\$69,439.00</b>
	<b>9% TAX</b>		<b>\$6,249.51</b>
	<b>TOTAL DUE</b>		<b>\$75,688.51</b>
	<b>DEPOSIT</b>		
			<b>\$75,688.51</b>

Accepted By: \_\_\_\_\_

Printed on 01/23/20 11:00 AM



## 2020 Vermeer BC1500



[https://www.vermeer.com/images/1/8446/lowres/BC1500XL\\_T4F\\_profile\\_fr](https://www.vermeer.com/images/1/8446/lowres/BC1500XL_T4F_profile_fr)



When no two jobsites are alike and there are unrelenting elements to contend with, arborists need a brush chipper that doesn't just show up, but works. The Vermeer BC1500 brush chipper uses a precision-balanced 22.5" (57.2 cm) drum with two 5" x 8" (12.7 cm x 20.3 cm) A8 double-sided knives to chip through material up to 15" (38.1 cm). Powered by a Tier 4 final Cummins diesel engine and a PSI 5.7L gas engine, the BC1500 can handle the toughest of material with ease.

[Request a Quote](#)

[Compare Model](#)

<https://vermeeralroads.com/showrooms/compare/5e18bf7d494db7358e4508f2/>

[View OEM Brochure](#)

[https://www.vermeer.com/documents/1/2359/VERSPEC00000569\\_BC1500\\_Spec\\_Sheet\\_2018\\_Ashlee-min.pdf](https://www.vermeer.com/documents/1/2359/VERSPEC00000569_BC1500_Spec_Sheet_2018_Ashlee-min.pdf)

Information   Specifications   Features & Options

### General

Manufacturer	Vermeer
Model	BC1500
Year	2020
Price	<a href="#">Request a Quote</a>
Category	Chippers / Shredders
Subcategory	Brush Chippers

[Privacy Policy \(privacy\)](#)

**COMMITTEE / COUNCIL AGENDA**

TO: John J. Tecklenburg, Mayor  
FROM: Tom O'Brien / Ben Dellucci DEPT. Public Service / Fleet  
SUBJECT: VERMEER BC1800XL BRUSH CHIPPER WITH WINCH  
REQUEST: Approval to purchase a Vermeer BC1800xl Brush Chipper with Winch  
From Vermeer Mid Atlantic, 1064 Dropoff Dr., Summerville, SC 29483  
Sourcewell Contract #062117-VRM

COMMITTEE OF COUNCIL: Ways & Means DATE: March 10, 2020

**COORDINATION:** This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
Public Service/Fleet	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>B. Dellucci</i>	<input type="checkbox"/>
Procurement Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Tom O'Brien</i>	<input type="checkbox"/>

**FUNDING:** Was funding previously approved? Yes  No  N/A

If yes, provide the following: Dept./Div.: 062020 Account #: 58015

Balance in Account \* Amount needed for this item \$93,091.45 *all*

**Does this document need to be recorded at the RMC's Office?** Yes  No

**NEED:** Identify any critical time constraint(s).

CFO's Signature: *Mattell, Dep CFO for Amy White, CFO*

**FISCAL IMPACT:** 2020 Lease Purchase Funds

Mayor's Signature: *John J. Tecklenburg*  
John J. Tecklenburg, Mayor

**ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.**





QUOTE  X  
 SALES ORDER   
 DELIVERY RECEIPT   
 SALES INVOICE

NO:	
DATE:	01-23-20
PURCHASE ORDER:	

SOLD TO:	Charleston Dept. of Parks, City of			
ADDRESS:	2150 Milford Street			
CITY:	Charleston	STATE:	SC	ZIP: 29405
CUSTOMER CONTACT:	Ben Dellucci			

SHIP TO:	Charleston Dept. of Parks, City of			
ADDRESS:	2150 Milford Street			
CITY:	Charleston	STATE:	SC	ZIP: 29405
TERMS:				

Terms are due upon receipt unless otherwise specified

Phone: 843-724-7391	Fax: 843-965-4000	Mobile: 843-870-7060	Other#:
---------------------	-------------------	----------------------	---------

SALESPERSON(S)	SHIP VIA	DATE REQUIRED	UNIT #	NOTE
Reggie Hill				BC1800XL 173HP W-Winch

QTY	STOCK NUMBER / MODEL/ SERIAL #/ DESCRIPTION (LIST ANY AND ALL ATTACHMENTS)	PRICE	TOTAL
1	<b>BC1800XL Brush Chipper W-Winch (19" capacity drum style) w/ 173 hp John Deere 4045</b> Tier 4 Final turbocharged diesel engine, high coolant temperature and low oil pressure automatic shutdown, DEF tank, springloaded clutch, live hydraulics, variable speed dual vertical feed rollers, selectable <b>SmartFeed</b> , pintle hitch, lockable battery box, lockable control panel, lockable engine doors, lockable toolbox, infeed curtain, dual-edged knives, selected <b>ECO Idle</b> , Right side winch option, heavy duty manual jack, 10,000 lb. axle w/ torsion suspension and electric brakes, fixed tongue, 235/75R 17.5 radial tires w/ winch option, LED lights, 6-way round trailer plug. right side controls includes, clutch handle and deluxe instrument panel (includes tachometer w/ LCD screen that can display hours, oil pressure, water temperature and engine error codes) located on right side of machine, manually operated discharge/chip chute rotation and deflector. <b>Tree Commander Remote Control Standard Sourcewell Federal Contract #062117-VRM</b>  <u>Options Included in Price:</u> Hydraulic Rotating Chip Chute (Rotation and Deflector W/Man. Chute Height Hydraulic Winch)  <u>Custom Options:</u> Strobe Light Kit: Cone Storage W/Cones: Wheel Chocks and Holders: Fire Extinguisher Mounted:  Freight and Prep:	\$81,740.	\$81,740.00
		\$960.	\$960.00
		\$230.	\$230.00
		\$350.	\$350.00
		\$225.	\$225.00
		\$1,900.	\$1,900.00
	SUBTOTAL		\$85,405.00
	9% TAX		\$7,686.45
	TOTAL DUE		\$93,091.45
	DEPOSIT		
			\$93,091.45

Accepted By: \_\_\_\_\_

Vermeer Corp. 2019-2020 Price List



## 2020 Vermeer BC1800XL Tier 4 Final



([https://www.vermeer.com/images/1/8264/floating/BC1800XL\\_T4F\\_SIDE\\_F\\_LR.jpg](https://www.vermeer.com/images/1/8264/floating/BC1800XL_T4F_SIDE_F_LR.jpg))



Speed and large capacity equals high productivity. When the jobsite calls for large diameter chipping, look to the Vermeer BC1800XL brush chipper. Built with strength for demanding conditions, the BC1800XL possesses the power and features needed for land-clearing and tree care operations. The BC1800XL is now available with a John Deere Tier 4 Final engine with 173 hp (129 kW). Other standard features include the patented SmartFeed control system, Ecolife™ engine control system, Tree Commander™ remote control and Bottom Feed Stop Bar for increased operator safety.

[Request a Quote](#)

[Compare Model](#)

(<https://vermeerallroads.com/showrooms/compare/5e18bf8a5a4062536c0901f9>;

[View GEM Brochure](#)

(<https://www.vermeer.com/documents/1/2199/BC1800XL.pdf>)

Information   Specifications   Features & Options

### General

Manufacturer	Vermeer
Model	BC1800XL Tier 4 Final
Year	2020
Price	<a href="#">Request a Quote</a>
Category	Chippers / Shredders
Subcategory	Brush Chippers

[Privacy Policy \(privacy\)](#)



# COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Tom O'Brien / Ben Dellucci DEPT. Public Service / Fleet

SUBJECT: 2021 HV507 SFA CHASSIS WITH 18' SCOW TRUCK BODY

REQUEST: Approval to purchase a 2021 HV507 SFA Chassis with 18' Scow Truck Body  
From Carolina International Truck, Inc., 1619 Bluff Rd., Columbia, SC  
29201. SC Contract #4400019808

COMMITTEE OF COUNCIL: Ways & Means DATE: March 10, 2020

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
Public Service/Fleet	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i>	<input type="checkbox"/>
Procurement Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i>	<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes  No  N/A

If yes, provide the following: Dept./Div.: 062020 Account #: 58015

Balance in Account \* Amount needed for this item \$92,948.56 *gmu*

Does this document need to be recorded at the RMC's Office? Yes  No

NEED: Identify any critical time constraint(s).

CFO's Signature: *[Signature]*, Dep CFO for Army White, CF

FISCAL IMPACT: 2020 Lease Purchase Funds

Mayor's Signature: *[Signature]*  
 John J. Tecklenburg, Mayor

**ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.**





# **HV507 SFA**

Sales Proposal For:

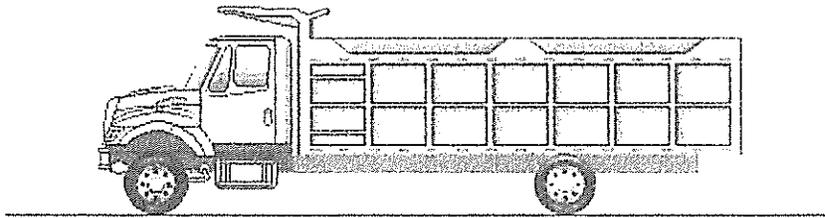
**City of Charleston-Fleet Operations**

Presented By:

**CAROLINA INTERNATIONAL TRUCKS, INC**

Prepared For:  
City of Charleston-Fleet Operations  
Ben Dellucci  
2150 Milford St.  
Charleston, SC 29405-9418  
(843)724 - 7391

Presented By:  
CAROLINA INTERNATIONAL TRUCKS, INC  
Edmond Jones  
1619 BLUFF RD  
COLUMBIA SC 29201 -  
(803)799-4923



Model Profile  
2021 HV507 SFA (HV507)

<b>AXLE CONFIG:</b>	4X2
<b>APPLICATION:</b>	Construction Dump
<b>MISSION:</b>	Requested GVWR: 33000. Calc. GVWR: 32000 Calc. Start / Grade Ability: 44.55% / 2.16% @ 55 MPH Calc. Geared Speed: 82.2 MPH
<b>DIMENSION:</b>	Wheelbase: 224.00, CA: 149.00, Axle to Frame: 73.00
<b>ENGINE, DIESEL:</b>	{Cummins B6.7 300} EPA 2017, 300HP @ 2600 RPM, 660 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 300 Peak HP (Max)
<b>TRANSMISSION, AUTOMATIC:</b>	{Allison 3500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor. with 80,000-lb GVW and GCW Max, On/Off Highway
<b>CLUTCH:</b>	Omit Item (Clutch & Control)
<b>AXLE, FRONT NON-DRIVING:</b>	{Meritor MFS-12-143A} Wide Track, I-Beam Type, 12,000-lb Capacity
<b>AXLE, REAR, SINGLE:</b>	{Meritor MS-21-14X-4DCR} Single Reduction, 21,000-lb Capacity. Driver Controlled Locking Differential, R Wheel Ends Gear Ratio: 5.86
<b>CAB:</b>	Conventional, Day Cab
<b>TIRE, FRONT:</b>	(2) 11R22.5 Load Range G ECOPLUS HS3 (CONTINENTAL), 495 rev/mile, 75 MPH, All-Position
<b>TIRE, REAR:</b>	(4) 11R22.5 Load Range G HSR2 (CONTINENTAL), 498 rev/mile, 75 MPH, All-Position
<b>SUSPENSION, REAR, SINGLE:</b>	20,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
<b>PAINT:</b>	Cab schematic 100WK Location 1: 9219, Winter White (Std) Chassis schematic N/A

<u>Code</u>	<u>Description</u>
HV50700	Base Chassis, Model HV507 SFA with 224.00 Wheelbase, 149.00 CA, and 73.00 Axle to Frame.
1570	TOW HOOK, FRONT (2) Frame Mounted
1ANA	AXLE CONFIGURATION {Navistar} 4x2
1CBU	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL
1MBP	BUMPER, FRONT Swept Back 15-Degrees, Steel, for use with Front Frame Extensions, Heavy Duty
1WDR	FRAME EXTENSION, FRONT Bolt On Type: 20" In Front of Grille, without Crossmember
1WEW	WHEELBASE RANGE 197" (500cm) Through and Including 264" (670cm)
2ARW	AXLE, FRONT NON-DRIVING {Meritor MFS-12-143A} Wide Track, I-Beam Type, 12,000-lb Capacity
3ADC	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 12,000-lb Capacity, with Shock Absorbers
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
4619	TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck
4732	DRAIN VALVE {Berg} with Pull Chain, for Air Tank
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel)
4EBT	AIR DRYER {Bendix AD-IP} with Heater
4EXP	BRAKE CHAMBERS, FRONT AXLE {Bendix} 20 SqIn
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Spring Brake
4JCJ	BRAKES, FRONT, AIR CAM S-Cam; 16.5" x 5.0"; Includes 20 Sq. In. Long Stroke Brake Chambers
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab
4VKH	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Right Rail, Under Cab
4WDM	DUST SHIELDS, REAR BRAKE for Air Brakes
5708	STEERING COLUMN Tilting
5CAW	STEERING WHEEL 4-Spoke; 18" Dia.. Black
5PSA	STEERING GEAR {Sheppard M100} Power
6DGA	DRIVELINE SYSTEM {Dana Spicer} SPL100. for 4x2/6x2
7BKY	EXHAUST SYSTEM Single, Horizontal Aftertreatment Device, Frame Mounted Under Right Rail Back of Cab, Includes Single Short Horizontal Tail Pipe
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment
8518	CIGAR LIGHTER Includes Ash Cup
8541	HORN, ELECTRIC (2) Disc Style
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount, with Remote Sense

<u>Code</u>	<u>Description</u>
8HAE	BODY BUILDER WIRING Rear of Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/ Accessory Power/Ground and Sealed Connector for Stop/Turn
8HAH	ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Combined Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake Accommodation Package with Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud
8RML	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input, MP3, Apple Device Play & Control
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors
8THB	BACK-UP ALARM Electric, 102 dBA
8THJ	AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications
8TKK	TRAILER AUXILIARY FEED CIRCUIT for Electric Trailer Brake Accommodation/Air Trailer ABS; with 30 Amp Fuse and Relay, Controlled by Ignition Switch
8TTR	BATTERY BOX Steel, with Plastic Cover, 30" Wide, 2-4 Battery Capacity, Mounted Right Side Under Cab
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges
9HBM	GRILLE Stationary, Chrome
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines
12EKA	ENGINE, DIESEL {Cummins B6.7 300} EPA 2017, 300HP @ 2600 RPM, 660 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 300 Peak HP (Max)
12EMZ	VENDOR WARRANTY, ENGINE {Cummins} B6.7 Engine, 3-Year Unlimited Miles Standard Warranty
12THT	FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed with Residual Torque Device for Disengaged Fan Speed
12UWZ	RADIATOR Cross Flow, Series System; 1228 SqIn Aluminum Radiator Core with Internal Water to Oil Transmission Cooler and 1167 In Charge Air Cooler
12VAL	AIR CLEANER Dual Element, with Integral Snow Valve and In-Cab Control
12VHH	FEDERAL EMISSIONS {Cummins B6.7} EPA, OBD and GHG Certified for Calendar Year 2020
12VXU	THROTTLE, HAND CONTROL Engine Speed Control for PTO; Electronic, Stationary Pre-Set, Two Speed Settings; Mounted on Steering Wheel

<u>Code</u>	<u>Description</u>
12WZJ	EMISSION COMPLIANCE Low NOx Idle Engine, Complies with California Clean Air Regulations; Includes "Certified Clean Idle" Decal located on Driver Door
12XAT	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; with Ignition Switch Control for Cummins ISB/B6.7 or ISL/L9 Engines
13AVL	TRANSMISSION, AUTOMATIC {Allison 3500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
13WDC	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, 4 Speed S3 Secondary Shift Schedule for 5 or 6 Speed
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released
13XAL	PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission
14ANY	AXLE, REAR, SINGLE {Meritor MS-21-14X-4DCR} Single Reduction, 21,000-lb Capacity, Driver Controlled Locking Differential, R Wheel Ends . Gear Ratio: 5.86
14VAG	SUSPENSION, REAR, SINGLE 20,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
15LMS	FUEL/WATER SEPARATOR 12 VDC Electric Heater. Includes Pre-Heater, Includes Water-in-Fuel Sensor. Cummins Supplied on Engine
15SRE	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 50 US Gal (189L), Mounted Left Side, Under Cab
15WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab
16030	CAB Conventional, Day Cab
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16GDC	GAUGE CLUSTER Base Level; English with English Speedometer and Tachometer, for Air Brake Chassis, includes Engine Coolant Temperature, Primary and Secondary Air Pressure, Fuel and DEF Gauges, Oil Pressure Gauge, Includes 3 Inch Monochromatic Text Display
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust
16SDC	GRAB HANDLE, EXTERIOR (2) Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left and Right Side at B-Pillar
16SMH	SEAT, TWO-MAN PASSENGER {National} Fixed Back, Integrated Headrest in Both Occupant Positions, Vinyl, with Under Seat Storage Compartment
16SNR	MIRRORS (2) C-Loop, Power Adjust, Heated, LED Clearance Lights, Bright Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width
16VKB	CAB INTERIOR TRIM Classic, for Day Cab
16WLM	HOURMETER, PTO for Customer Provided PTO; with Indicator Light and Hourmeter in Gauge Cluster Includes Return Wire for PTO Feedback Switch

<u>Code</u>	<u>Description</u>
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood
16WSK	CAB REAR SUSPENSION Air Bag Type
16XCK	WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors
16XJN	INSTRUMENT PANEL Flat Panel
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab
27DTH	WHEELS, FRONT {Maxion 10049} DISC; 22.5x8.25 Rims, Painted Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .490" Thick Increased Capacity Disc and Steel Hubs
28DTH	WHEELS, REAR {Maxion 10049} DUAL DISC; 22.5x8.25 Rims, Painted Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .490" Thick Increased Capacity Disc and Steel Hubs
29PAR	PAINT IDENTITY, FRONT WHEELS Disc Front Wheels; with Vendor Applied White Powder Coat Paint
29PAS	PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; with Vendor Applied White Powder Coat Paint
60AKG	BDY INTG, PTO ACCOMMODATION for (3) Latched Rocker Switches, (1) PTO Switch, (2) Generic Switches to Control (3) 30 amp relays, with Programmable Interlocks, for Body Builder Hook up in the Engine Compartment Left Side, Recommended for Automatic Transmissions
7372135415	(4) TIRE, REAR 11R22.5 Load Range G HSR2 (CONTINENTAL), 498 rev/mile, 75 MPH, All-Position
7372135429	(2) TIRE, FRONT 11R22.5 Load Range G ECOPLUS HS3 (CONTINENTAL), 495 rev/mile, 75 MPH, All-Position
	Services Section:
40128	WARRANTY Standard for HV507 HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A
40SYS	SRV CONTRACT, EXT CMS ENG/AFTR {Cummins} To 60-Month/150,000 Miles (240,000 km), Extended Cummins B6.7 Engine Coverage, Protection Plan 1 and Aftertreatment, (Truck Application Only)
1	W&W BODY COMPANY - 18' SCOW BODY
	MATS
	DOC FEE
	STATE CONTRACT FEE

<u>Description</u>	<u>(US DOLLAR)</u>	<u>Price</u>
Net Sales Price:		\$92,948.56
Memo Item(s):		
Total Taxes:	\$500.00	
Note: Memo item(s) shown here are included in the above Net Sales Price.		

Please note this Quote is Turn-Key and includes the following -

- BODY QUOTE FROM W&W BODY QUOTE FOR 18' SCOW BODY
- PRE-DELIVERY INSPECTION AND PROGHRAMMING
- DOT INSPECTION
- SAFETY EQUIPMEMNT INSTALLED
- DELIVERY

THIS QUOTE BASED ON SOUTH CAROLINA STATE CONTRACT #4400019808

Approved by Seller:

Accepted by Purchaser:

\_\_\_\_\_  
Official Title and Date

\_\_\_\_\_  
Firm or Business Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature and Date

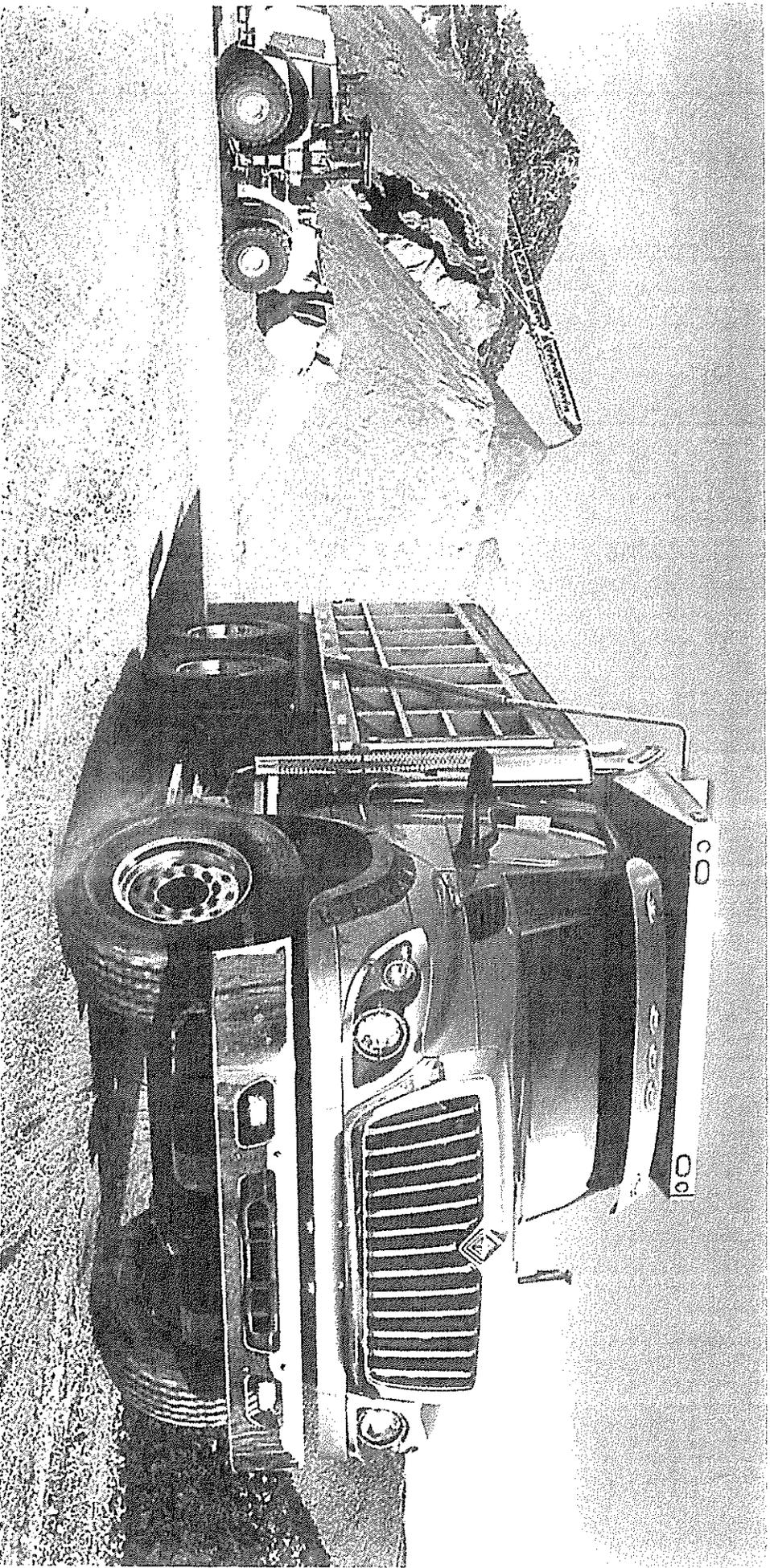
CAROLINA INTERNATIONAL TRUCKS, INC  
1619 BLUFF RD  
COLUMBIA SC 29201 -  
(803)799-4923

This proposal is not binding upon the seller without  
Seller's Authorized Signature

\_\_\_\_\_  
Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.



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3j.)

# COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor  
 FROM: Tom O'Brien / Ben Dellucci DEPT. Public Service / Fleet  
 SUBJECT: 2021 HV507 SFA CHASSIS WITH 18' SCOW BODY AND SNOW PLOW  
 REQUEST: Approval to purchase a 2021 HV507 SFA Chassis with 18' Scow Body and Snow Plow from Carolina International Truck, Inc., 1619 Bluff Rd., Columbia, SC 29201. SC Contract #4400019808

COMMITTEE OF COUNCIL: Ways & Means DATE: March 10, 2020

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
Public Service/Fleet	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Ben Dellucci</i>	<input type="checkbox"/>
Procurement Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Tom O'Brien</i>	<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes  No  N/A

If yes, provide the following: Dept./Div.: 062020 Account #: 58015

Balance in Account \* Amount needed for this item \$210,457.12. *all*

Does this document need to be recorded at the RMC's Office? Yes  No

NEED: Identify any critical time constraint(s).

CFO's Signature: *Matthew R. Dep. CFO for Amy White, CF*

FISCAL IMPACT: 2020 Lease Purchase Funds

Mayor's Signature: *John J. Tecklenburg*  
 John J. Tecklenburg, Mayor

**ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.**





# **HV507 SFA**

Sales Proposal For:

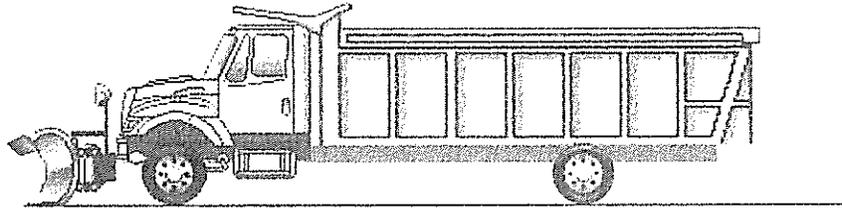
**City of Charleston-Fleet Operations**

Presented By:

**CAROLINA INTERNATIONAL TRUCKS, INC**

**Prepared For:**  
City of Charleston-Fleet Operations  
Ben Dellucci  
2150 Milford St.  
Charleston, SC 29405-9418  
(843)724 - 7391

**Presented By:**  
CAROLINA INTERNATIONAL TRUCKS, INC  
Edmond Jones  
1619 BLUFF RD  
COLUMBIA SC 29201 -  
(803)799-4923



Model Profile  
2021 HV507 SFA (HV507)

<b>AXLE CONFIG:</b>	4X2
<b>APPLICATION:</b>	Front Plow No Spreader
<b>MISSION:</b>	Requested GVWR: 33000. Calc. GVWR: 32000 Calc. Start / Grade Ability: 44.55% / 2.16% @ 55 MPH Calc. Geared Speed: 82.2 MPH
<b>DIMENSION:</b>	Wheelbase: 224.00, CA: 149.00, Axle to Frame: 73.00
<b>ENGINE, DIESEL:</b>	{Cummins B6.7 300} EPA 2017, 300HP @ 2600 RPM, 660 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 300 Peak HP (Max)
<b>TRANSMISSION, AUTOMATIC:</b>	{Allison 3500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
<b>CLUTCH:</b>	Omit Item (Clutch & Control)
<b>AXLE, FRONT NON-DRIVING:</b>	{Meritor MFS-12-143A} Wide Track, I-Beam Type, 12,000-lb Capacity
<b>AXLE, REAR, SINGLE:</b>	{Meritor MS-21-14X-4DCR} Single Reduction, 21,000-lb Capacity, Driver Controlled Locking Differential, R Wheel Ends Gear Ratio: 5.86
<b>CAB:</b>	Conventional, Day Cab
<b>TIRE, FRONT:</b>	(2) 11R22.5 Load Range G ECOPLUS HS3 (CONTINENTAL), 495 rev/mile, 75 MPH, All-Position
<b>TIRE, REAR:</b>	(4) 11R22.5 Load Range G HSR2 (CONTINENTAL), 498 rev/mile, 75 MPH, All-Position
<b>SUSPENSION, REAR, SINGLE:</b>	20,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
<b>PAINT:</b>	Cab schematic 100WK Location 1: 9219, Winter White (Std) Chassis schematic N/A

<u>Code</u>	<u>Description</u>
HV50700	Base Chassis, Model HV507 SFA with 224.00 Wheelbase, 149.00 CA, and 73.00 Axle to Frame.
4WDM	DUST SHIELDS, REAR BRAKE for Air Brakes
13AVL	TRANSMISSION, AUTOMATIC {Allison 3500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
13WDC	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, 4 Speed S3 Secondary Shift Schedule for 5 or 6 Speed
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints
13WJC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released
1570	TOW HOOK, FRONT (2) Frame Mounted
1ANA	AXLE CONFIGURATION {Navistar} 4x2
1CBU	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10 125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL
1MBP	BUMPER, FRONT Swept Back 15-Degrees, Steel, for use with Front Frame Extensions, Heavy Duty
1WDR	FRAME EXTENSION, FRONT Bolt On Type; 20" In Front of Grille, without Crossmember
1WEW	WHEELBASE RANGE 197" (500cm) Through and Including 264" (670cm)
2ARW	AXLE, FRONT NON-DRIVING {Meritor MFS-12-143A} Wide Track, I-Beam Type, 12,000-lb Capacity
3ADC	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 12,000-lb Capacity, with Shock Absorbers
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
4619	TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck
4732	DRAIN VALVE {Berg} with Pull Chain, for Air Tank
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel)
4EBT	AIR DRYER {Bendix AD-IP} with Heater
4EXP	BRAKE CHAMBERS, FRONT AXLE {Bendix} 20 Sqin
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Spring Brake
4JCJ	BRAKES, FRONT, AIR CAM S-Cam; 16.5" x 5.0"; Includes 20 Sq. In. Long Stroke Brake Chambers
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16 5" x 7.0"; Includes 30/30 Sq.in. Long Stroke Brake Chamber and Spring Actuated Parking Brake
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab
4VKH	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Right Rail, Under Cab
5708	STEERING COLUMN Tilting
5CAW	STEERING WHEEL 4-Spoke, 18" Dia., Black

<u>Code</u>	<u>Description</u>
5PSA	STEERING GEAR {Sheppard M100} Power
6DGA	DRIVELINE SYSTEM {Dana Spicer} SPL100, for 4x2/6x2
7BKY	EXHAUST SYSTEM Single, Horizontal Aftertreatment Device, Frame Mounted Under Right Rail Back of Cab, Includes Single Short Horizontal Tail Pipe
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment
8518	CIGAR LIGHTER Includes Ash Cup
8541	HORN, ELECTRIC (2) Disc Style
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount, with Remote Sense
8HAE	BODY BUILDER WIRING Rear of Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/ Accessory Power/Ground and Sealed Connector for Stop/Turn
8HAH	ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Combined Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake Accommodation Package with Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud
8RML	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input, MP3, Apple Device Play & Control
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors
8THB	BACK-UP ALARM Electric, 102 dBA
8THJ	AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications
8TKK	TRAILER AUXILIARY FEED CIRCUIT for Electric Trailer Brake Accommodation/Air Trailer ABS; with 30 Amp Fuse and Relay, Controlled by Ignition Switch
8TTR	BATTERY BOX Steel, with Plastic Cover, 30" Wide, 2-4 Battery Capacity, Mounted Right Side Under Cab
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges
9HBM	GRILLE Stationary, Chrome
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines
12EKA	ENGINE, DIESEL {Cummins B6.7 300} EPA 2017, 300HP @ 2600 RPM, 660 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 300 Peak HP (Max)

<u>Code</u>	<u>Description</u>
12EMZ	VENDOR WARRANTY, ENGINE {Cummins} B6.7 Engine, 3-Year Unlimited Miles Standard Warranty
12THT	FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed with Residual Torque Device for Disengaged Fan Speed
12UWZ	RADIATOR Cross Flow, Series System; 1228 SqIn Aluminum Radiator Core with Internal Water to Oil Transmission Cooler and 1167 In Charge Air Cooler
12VAL	AIR CLEANER Dual Element, with Integral Snow Valve and In-Cab Control
12VHH	FEDERAL EMISSIONS {Cummins B6.7} EPA, OBD and GHG Certified for Calendar Year 2020
12VXU	THROTTLE, HAND CONTROL Engine Speed Control for PTO; Electronic, Stationary Pre-Set, Two Speed Settings; Mounted on Steering Wheel
12WZJ	EMISSION COMPLIANCE Low NOx Idle Engine, Complies with California Clean Air Regulations; Includes "Certified Clean Idle" Decal located on Driver Door
12XAT	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; with Ignition Switch Control for Cummins ISB/B6.7 or ISL/L9 Engines
13XAL	PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission
14ANY	AXLE, REAR, SINGLE {Meritor MS-21-14X-4DCR} Single Reduction, 21,000-lb Capacity, Driver Controlled Locking Differential, R Wheel Ends Gear Ratio: 5.86
14VAG	SUSPENSION, REAR, SINGLE 20,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxilliary Rubber Springs
15LMS	FUEL/WATER SEPARATOR 12 VDC Electric Heater, Includes Pre-Heater, Includes Water-in-Fuel Sensor, Cummins Supplied on Engine
15SRE	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 50 US Gal (189L), Mounted Left Side, Under Cab
15WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab
16030	CAB Conventional, Day Cab
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16GDC	GAUGE CLUSTER Base Level; English with English Speedometer and Tachometer, for Air Brake Chassis, Includes Engine Coolant Temperature, Primary and Secondary Air Pressure, Fuel and DEF Gauges, Oil Pressure Gauge, Includes 3 Inch Monochromatic Text Display
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust
16SDC	GRAB HANDLE, EXTERIOR (2) Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left and Right Side at B-Pillar
16SMH	SEAT, TWO-MAN PASSENGER {National} Fixed Back, Integrated Headrest in Both Occupant Positions, Vinyl, with Under Seat Storage Compartment
16SNR	MIRRORS (2) C-Loop, Power Adjust, Heated, LED Clearance Lights, Bright Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width
16VKB	CAB INTERIOR TRIM Classic, for Day Cab
16WLM	HOURMETER, PTO for Customer Provided PTO; with Indicator Light and Hourmeter in Gauge Cluster Includes Return Wire for PTO Feedback Switch
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood

<u>Code</u>	<u>Description</u>
16WSK	CAB REAR SUSPENSION Air Bag Type
16XCK	WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors
16XJN	INSTRUMENT PANEL Flat Panel
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab
27DTH	WHEELS, FRONT {Maxion 10049} DISC; 22.5x8.25 Rims, Painted Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .490" Thick Increased Capacity Disc and Steel Hubs
28DTH	WHEELS, REAR {Maxion 10049} DUAL DISC; 22.5x8.25 Rims, Painted Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .490" Thick Increased Capacity Disc and Steel Hubs
29PAR	PAINT IDENTITY, FRONT WHEELS Disc Front Wheels; with Vendor Applied White Powder Coat Paint
29PAS	PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; with Vendor Applied White Powder Coat Paint
60AKG	BDY INTG, PTO ACCOMMODATION for (3) Latched Rocker Switches, (1) PTO Switch, (2) Generic Switches to Control (3) 30 amp relays, with Programmable Interlocks, for Body Builder Hook up in the Engine Compartment Left Side, Recommended for Automatic Transmissions
7372135415	(4) TIRE, REAR 11R22.5 Load Range G HSR2 (CONTINENTAL), 498 rev/mile, 75 MPH, All-Position
7372135429	(2) TIRE, FRONT 11R22.5 Load Range G ECOPLUS HS3 (CONTINENTAL), 495 rev/mile, 75 MPH, All-Position
	<b>Services Section:</b>
40128	WARRANTY Standard for HV507. HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A
40SYS	SRV CONTRACT, EXT CMS ENG/AFTR {Cummins} To 60-Month/150,000 Miles (240,000 km), Extended Cummins B6.7 Engine Coverage, Protection Plan 1 and Aftertreatment, (Truck Application Only)
1	W&W BODY COMPANY - 18' SCOW BODY WITH SNOW PLOW (SEE QUOTE)
	MATS
	DOC FEE
	STATE CONTRACT FEE

<u>Description</u>	<u>(US DOLLAR)</u>	<u>Price</u>
Net Sales Price:		\$105,228.56
Memo Item(s):		
Total Taxes:	\$500.00	
Note: Memo item(s) shown here are included in the above Net Sales Price.		

Please note this Quote is Turn-Key and includes the following -

- BODY QUOTE FROM W&W BODY FOR 18' SCOW BODY WITH SNOW PLOW
- PRE-DELIVERY INSPECTION AND PROGRAMMING
- DOT INSPECTION
- SAFETY EQUIPMENT INSTALLED
- DELIVERY

THIS QUOTE BASED ON SOUTH CAROLINA STATE CONTRACT #4400019808

Approved by Seller:

Accepted by Purchaser:

\_\_\_\_\_  
Official Title and Date

\_\_\_\_\_  
Firm or Business Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature and Date

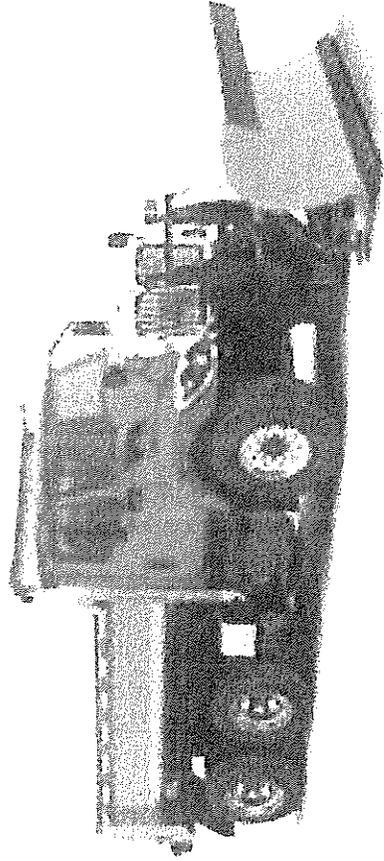
CAROLINA INTERNATIONAL TRUCKS, INC  
1619 BLUFF RD  
COLUMBIA SC 29201 -  
(803)799-4923

This proposal is not binding upon the seller without Seller's Authorized Signature

\_\_\_\_\_  
Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.



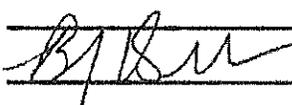
3k.)

# COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor  
 FROM: Tom O'Brien / Ben Dellucci DEPT. Public Service / Fleet  
 SUBJECT: 2021 HV507 SFA CHASSIS WITH 5-YARD DUMP TRUCK BODY  
 REQUEST: Approval to purchase two (2) 2021 HV507 SFA Chassis with 5-Yard Dump Truck Body from Carolina International Truck, Inc., 1619 Bluff Rd., Columbia, SC 29201 SC Contract #4400019808

COMMITTEE OF COUNCIL: Ways & Means DATE: March 10, 2020

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Public Service/Fleet	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Procurement Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes  No  N/A

If yes, provide the following: Dept./Div.: 062020 Account #: 58010

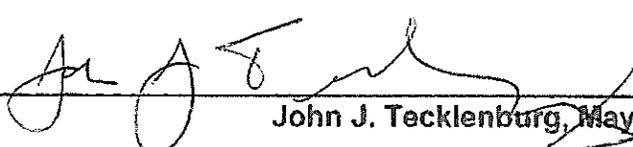
Balance in Account \* Amount needed for this item \$184,299.44 *etc*

Does this document need to be recorded at the RMC's Office? Yes  No

NEED: Identify any critical time constraint(s).

CFO's Signature:  Dep CFO for Amy White, CFO

FISCAL IMPACT: 2020 Lease Purchase Funds

Mayor's Signature:   
 John J. Tecklenburg, Mayor

**ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.**





# **HV507 SFA**

Sales Proposal For:

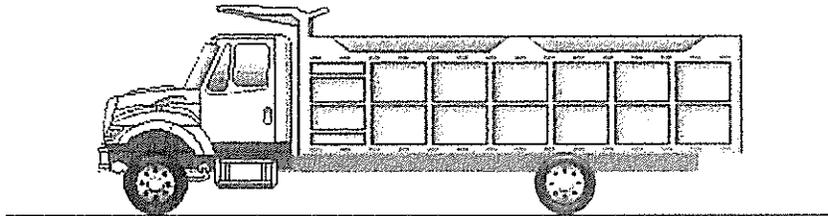
**City of Charleston-Fleet Operations**

Presented By:

**CAROLINA INTERNATIONAL TRUCKS, INC**

**Prepared For:**  
City of Charleston-Fleet Operations  
Ben Dellucci  
2150 Milford St.  
Charleston, SC 29405-9418  
(843)724 - 7391

**Presented By:**  
CAROLINA INTERNATIONAL TRUCKS, INC  
Edmond Jones  
1619 BLUFF RD  
COLUMBIA SC 29201 -  
(803)799-4923



**Model Profile**  
**2021 HV507 SFA (HV507)**

<b>AXLE CONFIG:</b>	4X2
<b>APPLICATION:</b>	Light Aggregate
<b>MISSION:</b>	Requested GVWR: 25500. Calc. GVWR: 25999 Calc. Start / Grade Ability: 52.16% / 2.73% @ 55 MPH Calc. Geared Speed: 86.5 MPH
<b>DIMENSION:</b>	Wheelbase: 224.00, CA: 149.00, Axle to Frame: 73.00
<b>ENGINE, DIESEL:</b>	{Cummins B6.7 300} EPA 2017, 300HP @ 2600 RPM, 660 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 300 Peak HP (Max)
<b>TRANSMISSION, AUTOMATIC:</b>	{Allison 3500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
<b>CLUTCH:</b>	Omit Item (Clutch & Control)
<b>AXLE, FRONT NON-DRIVING:</b>	{Dana Spicer E-1002W} Wide Track, I-Beam Type, 10,000-lb Capacity
<b>AXLE, REAR, SINGLE:</b>	{Dana Spicer 19060D} Single Reduction, 19,000-lb Capacity, Driver Controlled Locking Differential, 190 Wheel Ends Gear Ratio: 5.57
<b>CAB:</b>	Conventional, Day Cab
<b>TIRE, FRONT:</b>	(2) 11R22.5 Load Range G ECOPLUS HS3 (CONTINENTAL), 495 rev/mile, 75 MPH, All-Position
<b>TIRE, REAR:</b>	(4) 11R22.5 Load Range G HSR2 (CONTINENTAL), 498 rev/mile, 75 MPH, All-Position
<b>SUSPENSION, REAR, SINGLE:</b>	20,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
<b>PAINT:</b>	Cab schematic 100WK Location 1: 9219, Winter White (Std) Chassis schematic N/A

<u>Code</u>	<u>Description</u>
HV50700	Base Chassis, Model HV507 SFA with 224.00 Wheelbase, 149.00 CA, and 73.00 Axle to Frame.
2AGG	AXLE, FRONT NON-DRIVING {Dana Spicer E-1002W} Wide Track, I-Beam Type, 10,000-lb Capacity
3ADB	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 10,000-lb Capacity, with Shock Absorbers
10WGD	SPECIAL RATING, GVWR Limited to 25,999-lb GVWR
14AHP	AXLE, REAR, SINGLE {Dana Spicer 19060D} Single Reduction, 19,000-lb Capacity, Driver Controlled Locking Differential, 190 Wheel Ends . Gear Ratio: 5.57
1570	TOW HOOK, FRONT (2) Frame Mounted
1ANA	AXLE CONFIGURATION {Navistar} 4x2
1CBU	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL
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4732	DRAIN VALVE {Berg} with Pull Chain, for Air Tank
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4JCJ	BRAKES, FRONT, AIR CAM S-Cam; 16.5" x 5.0"; Includes 20 Sq. In. Long Stroke Brake Chambers
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4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab
4VKH	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Right Rail, Under Cab
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5708	STEERING COLUMN Tilting
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black
5PSA	STEERING GEAR {Sheppard M100} Power
6DGA	DRIVELINE SYSTEM {Dana Spicer} SPL100, for 4x2/6x2
7BKY	EXHAUST SYSTEM Single, Horizontal Aftertreatment Device, Frame Mounted Under Right Rail Back of Cab, Includes Single Short Horizontal Tail Pipe
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment
8518	CIGAR LIGHTER Includes Ash Cup
8541	HORN, ELECTRIC (2) Disc Style

<u>Code</u>	<u>Description</u>
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount, with Remote Sense
8HAE	BODY BUILDER WIRING Rear of Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/ Accessory Power/Ground and Sealed Connector for Stop/Turn
8HAH	ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Combined Trailer Stop, Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake Accommodation Package with Cab Connections for Mounting Customer Installed Electric Brake Unit, Less Trailer Socket
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud
8RML	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input, MP3, Apple Device Play & Control
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors
8THB	BACK-UP ALARM Electric, 102 dBA
8THJ	AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications
8TKK	TRAILER AUXILIARY FEED CIRCUIT for Electric Trailer Brake Accommodation/Air Trailer ABS; with 30 Amp Fuse and Relay, Controlled by Ignition Switch
8TTR	BATTERY BOX Steel, with Plastic Cover, 30" Wide, 2-4 Battery Capacity, Mounted Right Side Under Cab
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection
8WWW	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges
9HBM	GRILLE Stationary, Chrome
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines
12EKA	ENGINE, DIESEL {Cummins B6.7 300} EPA 2017, 300HP @ 2600 RPM, 660 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 300 Peak HP (Max)
12EMZ	VENDOR WARRANTY, ENGINE {Cummins} B6.7 Engine, 3-Year Unlimited Miles Standard Warranty
12THT	FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed with Residual Torque Device for Disengaged Fan Speed
12UWZ	RADIATOR Cross Flow, Series System; 1228 SqIn Aluminum Radiator Core with Internal Water to Oil Transmission Cooler and 1167 In Charge Air Cooler
12VAL	AIR CLEANER Dual Element, with Integral Snow Valve and In-Cab Control
12VHH	FEDERAL EMISSIONS {Cummins B6.7} EPA, OBD and GHG Certified for Calendar Year 2020

<u>Code</u>	<u>Description</u>
12VXU	THROTTLE, HAND CONTROL Engine Speed Control for PTO; Electronic, Stationary Pre-Set, Two Speed Settings; Mounted on Steering Wheel
12WZJ	EMISSION COMPLIANCE Low NOx Idle Engine, Complies with California Clean Air Regulations; Includes "Certified Clean Idle" Decal located on Driver Door
12XAT	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; with Ignition Switch Control for Cummins ISB/B6.7 or ISL/L9 Engines
13AVL	TRANSMISSION, AUTOMATIC {Allison 3500 RDS} 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
13WDC	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, 4 Speed S3 Secondary Shift Schedule for 5 or 6 Speed
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); General Purpose Trucks, Construction
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released
13XAL	PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission
14VAG	SUSPENSION, REAR, SINGLE 20,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
15LMS	FUEL/WATER SEPARATOR 12 VDC Electric Heater, Includes Pre-Heater, Includes Water-in-Fuel Sensor, Cummins Supplied on Engine
15SRE	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 50 US Gal (189L), Mounted Left Side, Under Cab
15WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab
16030	CAB Conventional, Day Cab
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16GDC	GAUGE CLUSTER Base Level; English with English Speedometer and Tachometer, for Air Brake Chassis. Includes Engine Coolant Temperature, Primary and Secondary Air Pressure. Fuel and DEF Gauges, Oil Pressure Gauge, Includes 3 Inch Monochromatic Text Display
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16JNT	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator. 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust
16SDC	GRAB HANDLE, EXTERIOR (2) Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left and Right Side at B-Pillar
16SMH	SEAT, TWO-MAN PASSENGER {National} Fixed Back, Integrated Headrest in Both Occupant Positions, Vinyl, with Under Seat Storage Compartment
16SNR	MIRRORS (2) C-Loop, Power Adjust, Heated, LED Clearance Lights, Bright Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width
16VKB	CAB INTERIOR TRIM Classic, for Day Cab
16WLM	HOURMETER, PTO for Customer Provided PTO; with Indicator Light and Hourmeter in Gauge Cluster Includes Return Wire for PTO Feedback Switch

<u>Code</u>	<u>Description</u>
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood
16WSK	CAB REAR SUSPENSION Air Bag Type
16XCK	WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors
16XJN	INSTRUMENT PANEL Flat Panel
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab
27DTH	WHEELS, FRONT {Maxion 10049} DISC; 22.5x8.25 Rims, Painted Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .490" Thick Increased Capacity Disc and Steel Hubs
28DTH	WHEELS, REAR {Maxion 10049} DUAL DISC; 22.5x8.25 Rims, Painted Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .490" Thick Increased Capacity Disc and Steel Hubs
29PAR	PAINT IDENTITY, FRONT WHEELS Disc Front Wheels; with Vendor Applied White Powder Coat Paint
29PAS	PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; with Vendor Applied White Powder Coat Paint
60AKG	BDY INTG, PTO ACCOMMODATION for (3) Latched Rocker Switches, (1) PTO Switch, (2) Generic Switches to Control (3) 30 amp relays, with Programmable Interlocks, for Body Builder Hook up in the Engine Compartment Left Side, Recommended for Automatic Transmissions
7372135415	(4) TIRE, REAR 11R22.5 Load Range G HSR2 (CONTINENTAL), 498 rev/mile, 75 MPH, All-Position
7372135429	(2) TIRE, FRONT 11R22.5 Load Range G ECOPLUS HS3 (CONTINENTAL), 495 rev/mile, 75 MPH, All-Position
	<b>Services Section:</b>
40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A
40SYS	SRV CONTRACT, EXT CMS ENG/AFTR {Cummins} To 60-Month/150,000 Miles (240,000 km), Extended Cummins B6.7 Engine Coverage, Protection Plan 1 and Aftertreatment, (Truck Application Only)
1	W&W BODY COMPANY - 5 TO 7 YD. GODWIN DUMP
	MATS
	DOC FEE
	STATE CONTRACT FEE

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Net Sales Price:		\$92,149.72
Memo Item(s):		
Total Taxes:	\$500.00	
Note: Memo item(s) shown here are included in the above Net Sales Price.		

Please note this quote is Turn-Key and includes the following -

BODY QUOTE FROM W&W BODY COMPANY FOR 5-7 YD. GODWIN DUMP BODY  
PRE-DELIVERY INSPECTION AMND PROGRAMMING  
DOT INSPECTION  
SAFETY EQUIPMENT INSTALLED  
DELIVERY

THIOS QUOTE BASED ON SOUTH CAROLINA STATE CONTRACT #4400019808

Approved by Seller:

Accepted by Purchaser:

\_\_\_\_\_  
Official Title and Date

\_\_\_\_\_  
Firm or Business Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature and Date

CAROLINA INTERNATIONAL TRUCKS, INC  
1619 BLUFF RD  
COLUMBIA SC 29201 -  
(803)799-4923

This proposal is not binding upon the seller without  
Seller's Authorized Signature

\_\_\_\_\_  
Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

HV507

MUNICIPAL PLOW  
CONSTRUCTION DUMP  
BRIDGE FORMULA  
APPLICATION'S  
4X4 FIRE & EMERGENCY



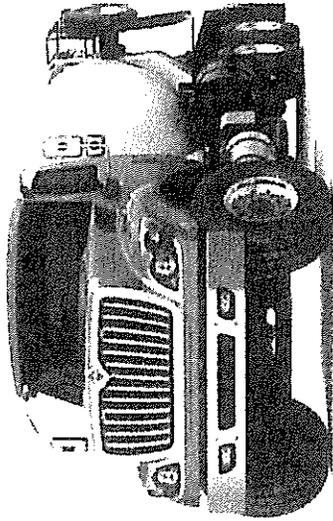
The new HV507 from International has the uptime, productivity and safety needed to deliver on the most demanding jobs. Its standard wide-track front axle provides excellent maneuverability and its compact 107" BBC and set-forward axle configuration is ideal for weight-sensitive bridge formula applications. The HV507 features a new, roomier interior with a powerful new HVAC system and new controls that help keep drivers comfortable and productive over long hours on the job. The advanced and dependable Diamond Logic<sup>®</sup> Electrical System offers custom, user-programmable interlocks to enhance operator safety. Whether you're restoring power following a major storm, clearing the way after a heavy snowfall or performing other key roadwork, the HV507 is a hard-working addition to your fleet.





### NEW! 2017 4x4, 4x2, 6x4, 6x6

- ▶ Heavy duty, double-sided galvanized steel cab for long-term durability
- ▶ New door, side glass and mirror designs improve lateral visibility and workplace safety
- ▶ All-new dashboard designed for the driver with more space for additional rocker switches
- ▶ Available premium gauge cluster designed with driver input is customizable with virtual gauges
- ▶ Best-in-class Diamond Logic™ electrical system for all applications
- ▶ Easy-access column-mounted shifter integrated with engine braking helps keep hands on the wheel
- ▶ New industry-standard J1939 electrical system architecture and improved harnessing to maximize uptime
- ▶ All-new HVAC system, designed for reliability, now includes a high-performance MAX defrost feature
- ▶ .5" thick super single frame rail rated up to 3.35M RBM



## 107" BBC SET-FORWARD FRONT AXLE

### GVW

- ▶ 53,000 lbs. (4x2)
- ▶ 50,000 lbs (4x4)
- ▶ 68,000 lbs (6x4)
- ▶ 66,000 lbs (6x6)

### Models/BBC/BA

- ▶ 107"BBC / 32.4" BA

### Wheelbase Options

- ▶ 144 311"

### Axle Configurations

- ▶ 4x2
- ▶ 4x4
- ▶ 6x4
- ▶ 6x6

### Rear Axle

- ▶ SINGLE REAR AXLE (4x2)

- ▶ TANDEM REAR AXLE (6x4)

### Front Axle

- ▶ 11.25" x 5" thick super single rail
- ▶ Parabolic Taperleaf 8,000 - 22,000 lbs
- ▶ Spring Multileaf 14,000 - 20,000 lbs
- ▶ Heat Treated Alloy Steel 120,000 PSI

### Frames

- ▶ Heat Treated Alloy Steel 120,000 PSI
- ▶ 11.25" x 5" thick super single rail

### Front Suspension

- ▶ Spring Multileaf 14,000 - 20,000 lbs
- ▶ Parabolic Taperleaf 8,000 - 22,000 lbs

### Rear Suspension

- ▶ Chalmers, 23,000 - 46,000 lbs
- ▶ Hendrickson

### Electrical System

- ▶ ALTERNATORS
  - ▶ 27.5" 60 206 AMP
  - ▶ 27.5" 60 216 AMP
  - ▶ 27.5" 60 240 AMP
- ▶ BATTERY SYSTEMS
  - ▶ 27.5" 60 400 66.4 A
  - ▶ 27.5" 60 400 66.4 A
  - ▶ 27.5" 60 400 66.4 A

### Exhaust System

- ▶ Single canister after-treatment device
- ▶ Frame Mounted Right Side, Back of Cab
- ▶ Short Horizontal Tailpipe

### Brakes

- ▶ Air Drum Brakes with ABS, Optional Traction Control, Optional Electronic Stability Program with Traction Control
- ▶ Air Disc Brakes

### Power Steering

- ▶ Single Power
- ▶ Dual Power on Front Axle 16,000 lbs and Above

### Engines

- ▶ Cummins™ B6.7 Up to 360\*\* hp, 800 lb.-ft. of torque
- ▶ Cummins™ L9 Up to 450\*\* hp, 1250 lb.-ft. of torque

### Transmissions

- ▶ Eaton Fuller 6-, 10-, 13-Speed Manual
- ▶ Eaton UltraShift™ 10-Speed Automated Manual
- ▶ Eaton Fuller Advantage™ Series: 10-speed Automated Manual
- ▶ Allison 2000, 3000 Series (HS, EVS, RDS) Automatic

### Fuel Tanks

- ▶ 40 - 120 Gallons, Single or Dual, Non-Polished or Polished Aluminum, Mounted Right or Left Side Under Cab

### Tires

- ▶ Continental, Michelin, Goodyear, Bridgestone

- \* Application Restriction
- \*\* Higher ratings limited to fire and rescue applications

Note: The information and conclusions contained herein are believed to be correct at time of publication, but do not necessarily apply to similar vehicles with different specifications or with production dates after the production of this publication. Vehicles with different specifications or later dates of production may yield different results. Vehicle specifications are subject to change without notice. TAD17026 9/2017

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**COMMITTEE / COUNCIL AGENDA**

TO: John J. Tecklenburg, Mayor

FROM: Tom O'Brien/Ben Dellucci DEPT. Public Service/Fleet

SUBJECT: 2020 DODGE RAM 1500 SHORT BED TRUCKS

REQUEST: Approval to purchase three (3) each 2020 Dodge Ram 1500 Short Bed Trucks from Butler Chrysler Jeep Dodge, 188 Robert Small Parkway, Beaufort, SC 29906. Solicitation #4400022486

COMMITTEE OF COUNCIL: Ways & Means DATE: March 10, 2020

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Public Service/Fleet	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i>	<input type="checkbox"/>
Procurement Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i>	<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes  No  N/A

If yes, provide the following: Dept./Div.: 062020 Account #: 58010 (\$41,350)  
193010 \$8010 (20,675) 0  
Balance in Account \* Amount needed for this item \$62,025.00 *all*

Does this document need to be recorded at the RMC's Office? Yes  No

NEED: Identify any critical time constraint(s).

CFO's Signature: *[Signature]*, Dep CFO for Amy White, CFO

FISCAL IMPACT: 2020 Lease Purchase Funds (\$41,350); 2020 Stormwater Utility Fee Budget (20,675)

Mayor's Signature: *[Signature]*  
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.



## PU-3: Gasoline, 1/2 Ton, Reg. Cab ONLY, Long Bed, 4x2 w/4x4 Option

<u>Contract Number:</u>	4400022486	<u>Contractor:</u>	Butler Chrysler Jeep Dodge
<u>Initial Contract Term:</u>	11/1/2019 - 10/31/2020	<u>Address:</u>	188 Robert Smalls Parkway Beaufort, SC 29906
<u>Contract Rollover Dates:</u>	TBD - TBD	<u>Vendor #:</u>	7000002437
<u>Order Cutoff Date:</u>	TBD	<u>Contact:</u>	Tina Neill
<u>Model:</u>	Ram 1500 DS1L62	<u>Email:</u>	<a href="mailto:tina.neill@butlercdj.com">tina.neill@butlercdj.com</a>
<u>Commodity Code:</u>	07202	<u>Telephone:</u>	843-522-9696 Ext 123
<u>Delivery Days ARO:</u>	90-120	<u>Fax:</u>	843-522-3629

**BASE PRICE      \$19,998.00**

\*Click on the link above for an itemized listing of items included in the base price.

### **Optional Additions**

4x4 Package (State Standard Spec)	\$3,450.00
Auxiliary Power Connection (Standard State Spec)	\$125.00
Auxiliary Power Outlet	Standard
Bedliner - Spray-in	Standard
Bluetooth/Hands Free Calling	\$177.00
Option to V8 Engine	\$1,770.00
Securable, Folding Bedcover (Hard Surface)	\$675.00

### **Optional Deductions**

Vehicle Delivery Fee	\$15.00
From Long to Short Bed	Standard
Power Locks & Windows to Manual <small>Removes ALL Power Features</small>	\$645.00

### **Delivery Information**

Distance from Dealership to SFM Delivery Point	130
Delivery price per mile in excess of the miles above	\$0.54

[Return to Ir. Lux](#)

COMMITTEE / COUNCIL AGENDA

4.)

TO: John J. Tecklenburg, Mayor  
FROM: Amy Wharton DEPT. BFRC  
SUBJECT: 2020 MASTER LEASE PURCHASE FINANCE AGREEMENT  
REQUEST: Approval of the 2020 Master Lease Purchase Financing Agreement  
With TD Equipment Finance, 40 Calhoun St., Charleston, SC.  
Solicitation Number 20-B001C

COMMITTEE OF COUNCIL: Ways & Means DATE: March 10, 2020

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
<u>BFRC</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Matthew J. [Signature]</i>	<input type="checkbox"/>
<u>Procurement Director</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Larry [Signature]</i>	<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes  No  N/A

If yes, provide the following: Dept./Div.: 062020 Account #: \*

Balance in Account N/A Amount needed for this item \$9,523,702.00 *ENC*

Does this document need to be recorded at the RMC's Office? Yes  No

NEED:

CFO's Signature: *Matthew J. [Signature]*, Deputy CFO for Amy Wharton, CFO

FISCAL IMPACT:  
2020 Lease Purchase Funds

Mayor's Signature: *[Signature]*  
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

# SCORE SHEET

Procurement of: 2020 Lease Purchase  
(Solicitation #: 20-B001C) February 5, 2020

FIRM:	3 Year APR Rate	4 Year APR Rate	Total Interest Expense
PNC Equipment Finance, LLC	No Bid	No Bid	
Bank Funding, LLC	1.76	1.76	
US Bancorp	1.744	1.768	
BB&T	1.83	1.85	
Bank of America Merrill Lynch	1.5595	1.5644	
TD Equipment Finance	1.46	1.48	
JP Morgan Chase Bank	1.61	1.63	

Buyer: *Long*

Witness: *Michelle Singleton*

2020 Lease Purchase		
DEPARTMENT	DESCRIPTION	AMOUNT
<b>ENVIRONMENTAL SERV</b>	2 Automated Side Loaders	
	3 Scows	
	1 Sweeper	
	<b>Total</b>	<b>1,130,500</b>
<b>FIRE</b>	1 Pumper Engine	
	1 Aerial Engine	
	1 High Water Vehicle	
	2 Specialty Units	
	4 SUVs	
	<b>Total</b>	<b>3,435,820</b>
<b>FLEET</b>	4 Trucks	
	1 Chipper	
	1 Bucket Truck	
	1 Non CDL Bus	
	<b>Total</b>	<b>494,882</b>
<b>New Vehicles</b>	8 Trucks	
	2 Vans	
	1 Sedan	
	1 SUV	
	1 Chipper	
	1 Knuckleboom	
	<b>Total</b>	<b>624,000</b>
<b>IT</b>	PC, Lapto and Tablet Replacement	
	Mobile Data Terminals (MDTs) for Fire and Police	
	Data Center Core Storage & Backup Systems	
	<b>Total</b>	<b>1,788,000</b>
<b>POLICE</b>	30 Patrol Vehicles	
	10 Unmarked Police Vehicles	
	4 SUVs	
	1 Heavy Duty Truck	
	1 Transit Van	
	2 Motorcycles	
	<b>Total</b>	<b>1,600,000</b>
<b>STORMWATER</b>	1 Jet Vactor	
	2 Dumptrucks	
	<b>Total</b>	<b>450,500</b>

Total 3-yr Lease Purchase	1,600,000
Total 4-yr Lease Purchase	7,923,702
<b>Total 3&amp;4 year</b>	<b>9,523,702</b>



ORDINANCE NO. 2020-\_\_

AN ORDINANCE TO AUTHORIZE THE EXECUTION AND DELIVERY OF LEASE/PURCHASE AND SECURITY AGREEMENTS WITH TD EQUIPMENT FINANCE, INC. IN ORDER TO PROVIDE FOR THE ACQUISITION OF VARIOUS VEHICLES, INFORMATION TECHNOLOGY AND OTHER EQUIPMENT AND ACCESSORIES; TO PROVIDE THE TERMS AND CONDITIONS OF SUCH LEASE/PURCHASE AND SECURITY AGREEMENTS; TO PROVIDE FOR THE GRANTING OF A SECURITY INTEREST TO SECURE ALL OBLIGATIONS OF LESSEE UNDER THE LEASE/PURCHASE AND SECURITY AGREEMENTS; TO AUTHORIZE THE EXECUTION AND DELIVERY OF ALL DOCUMENTS NECESSARY OR APPROPRIATE TO THE CONSUMMATION OF SUCH LEASE/PURCHASE AND SECURITY AGREEMENTS; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

**WHEREAS**, the City of Charleston, South Carolina, a public body corporate and politic and a political subdivision organized and existing under the laws of the State of South Carolina (the "**City**"), proposes to finance the acquisition of various vehicles, information technology and other equipment and accessories (the "**Equipment**") in the principal amount not to exceed \$9,523,702; and

**WHEREAS**, Title 5 of the Code of Laws of South Carolina 1976, as amended, grants to cities the power to lease personal property; and

**WHEREAS**, the acquisition of the Equipment serves a valid corporate and public purpose of the City and is appropriate and necessary to the functions and operation of the City; and

**WHEREAS**, a true and very real need exists for the acquisition of the Equipment; and

**WHEREAS**, all necessary steps, including any legal bidding requirements, under applicable law to arrange for the acquisition of the Equipment have been taken; and

**WHEREAS**, the City received written proposals from certain parties for the acquisition of the Equipment and the financing of the Equipment pursuant to a lease arrangement; and

**WHEREAS**, after canvassing the bids, the City Council of City of Charleston (the "**Council**"), the governing body of the City, has determined, and hereby determines, that it is in the City's best interest to accept the proposal of TD Equipment Finance, Inc. (the "**Lessor**") on the terms and conditions described herein and in the Lessor's bid and, specifically, to accept the Lessor's offer to finance the acquisition of a portion of the Equipment for a term of four years with interest payable, subject to the terms of the Lessor's bid, at the fixed rate of 1.48% per annum and to finance the acquisition of a portion of the Equipment for a term of three years with interest payable, subject to the terms of the Lessor's bid, at the fixed rate of 1.46% per annum; and

**WHEREAS**, the City may pay certain capital expenditures in connection with the Equipment prior to its receipt of proceeds of the financing ("**Lease Purchase Proceeds**") for such expenditures and such expenditures are not expected to exceed the principal amount of the borrowing; and

**WHEREAS**, the U.S. Treasury Department regulations do not allow the proceeds of a tax-exempt borrowing to be spent on working capital and the City hereby declares its official intent to be reimbursed for any capital expenditures for Equipment from the Lease Purchase Proceeds; and

**WHEREAS**, the City intends to lease the Equipment from the Lessor pursuant to the terms of Lease/Purchase and Security Agreements (collectively, the "**Lease**") between the Lessor and the City; and

**WHEREAS**, under the terms of the Lease, the City shall convey a security interest in the Equipment acquired under the Lease to the Lessor.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL** in meeting duly assembled:

1. It is hereby declared that the recitals set forth in the preambles to this Ordinance are in all respects true and correct.

2. The Council hereby authorizes, ratifies, confirms and approves all actions heretofore taken in canvassing the bids with respect to this transaction.

3. The proposal of the Lessor communicated on or about February 5, 2020, the terms and conditions of which are described herein and in the documents authorized hereby, with such changes as have been agreed to, is hereby approved and accepted, and Council specifically accepts the Lessor's offer to finance the acquisition of a portion of the Equipment for a term of four years with interest payable, subject to the terms of the Lessor's bid, at the rate of 1.48% per annum and to finance the acquisition of a portion of the Equipment for a term of three years with interest payable, subject to the terms of the Lessor's bid, at the rate of 1.46% per annum.

4. The lease of the Equipment by the City from the Lessor pursuant to the terms, including the principal amount and the interest rate, as follows is hereby approved. The Lease shall be in the principal amount not to exceed \$9,523,702.

5. The Mayor of the City, the Chief Financial Officer of the City, the Clerk of City Council and all other appropriate officials of the City (the "**Authorized Officials**") are hereby severally authorized and directed to execute and deliver the Lease on behalf of the City in such form as the Authorized Official approves, with the advice of counsel, such execution by the Authorized Official being conclusive evidence of its approval; and the Clerk of City Council is hereby authorized and directed to affix the corporate seal of the City to the Lease and to attest the same.

6. The conveyance by the City to the Lessor or its assigns of a security interest in the Equipment acquired pursuant to the Lease is hereby approved.

7. The terms of the Lease are in the best interests of the City for the acquisition of the Equipment and the consummation of all transactions contemplated by the Lease is hereby approved.

8. The Authorized Officials of the City are hereby severally authorized to execute, deliver, witness and receive any other agreements and documents as may be required by the City or the Lessor in order to carry out, give effect to, and consummate the transactions contemplated by the Lease, including the conveyance by the City to the Lessor or its assigns of a security interest in the Equipment.

9. The City's obligations under the Lease shall be subject to annual appropriation or renewal by the City as set forth in the Lease and the City's obligations under the Lease shall not constitute general obligations of the City or indebtedness under the Constitution or laws of the State of South Carolina.

10. This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.

11. This Ordinance shall become effective immediately upon third reading by the Council.

12. The provisions of this Ordinance are hereby declared to be severable and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, that declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

13. All orders, resolutions, and parts thereof in conflict herewith are, to the extent of the conflict, hereby repealed.

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John J. Tecklenburg, Mayor, City of Charleston

ATTEST:

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Vanessa Turner-Maybank, Clerk of City Council

1<sup>st</sup> reading: March 10, 2020  
2<sup>nd</sup> and 3<sup>rd</sup> reading: March 24, 2020

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

CERTIFICATE OF CLERK TO CITY COUNCIL

I, the undersigned Clerk to City Council of the City of Charleston, South Carolina, do hereby certify:

That the foregoing Ordinance to which this certificate is annexed, constitutes a true, correct and verbatim copy of Ordinance No. 2020-\_\_\_ of the City Council of City of Charleston, South Carolina, which was given first reading on March 10, 2020, and second and third reading and adopted at a meeting of the City Council of City of Charleston, South Carolina, on March 24, 2020, the original of which is entered in the permanent records of Minutes of Meetings of said City Council and the ordinances adopted by said City Council in my custody as Clerk to City Council.

That the meetings at which actions were taken on the foregoing ordinance were duly called, that a majority of the members of the City Council were present at such meetings and remained throughout the proceedings incident to the adoption of said ordinance; and that said ordinance has not been amended or repealed.

IN WITNESS WHEREOF, I have hereunto set my hand this 24<sup>th</sup> day of March, 2020.

\_\_\_\_\_  
Clerk to City Council, City of Charleston

Date: February 28, 2020

City of South Carolina, SC  
Attn: Joanne Suczynski  
116 Meeting Street  
Charleston, SC 29401

Dear Ms. Suczynski:

Enclosed please find the following documents with regard to your lease transaction with TD Equipment Finance, Inc.:

Lease Purchase Agreement – Lease #40159951 *3 yr.*  
Exhibit(s)  
Insurance Requirements – under Exhibit C  
Opinion of Lessee's Counsel – Sample language under Exhibit H  
Appropriation Certificate – Exhibit I  
Arbitrage and Tax Certificate – For the combined project amount  
Tax Form 8038-G - Please complete / sign  
SC Title Application – Please sign under owner (SECTION L) for auditing purposes only  
Escrow Agreement, Rider No. 1, Investment Disclosure Form  
Fiduciary Agreement (Regulatory Disclosure) please sign page 10  
Payment Proceeds Authorization

**\*\*Please remit copy of the City Council Minutes approving the lease transaction with TDEF\*\***

**The original signed documents should be returned within 5-days of receipt to the address below.**

Documents can be returned to:  
TD Equipment Finance, Inc.  
Attn: Loriann Laquitara, AIM: NJ5-001-151  
2059 Springdale Road  
Cherry Hill, NJ 08003

If you have any questions, please call me at 856-685-5259 or email at [loriann.laquitara@td.com](mailto:loriann.laquitara@td.com).

Thank you for choosing TD Equipment Finance, Inc. for your equipment financing needs.

Sincerely,

*Loriann Laquitara*

Loriann Laquitara  
Senior Operations Officer I  
Enclosures

TD EQUIPMENT FINANCE, INC.  
2059 Springdale Road  
Cherry Hill, New Jersey 08003

**LEASE PURCHASE AGREEMENT**

**LESSEE: City of Charleston, South Carolina**

**AGREEMENT #: 40159951**

**DATED: April 1, 2020**

This Lease Purchase Agreement (this "Lease Agreement"), dated April 1, 2020 is a binding contract between TD Equipment Finance, Inc., its successors and assigns ("Lessor") and the City of Charleston, South Carolina (the "Lessee").

**1. Agreement:** In executing this Lease Agreement, Lessee agrees to rent the equipment described in Exhibit A (as the same may have been released from time to time pursuant to the second sentence of Section 4 hereof, the "Equipment"). Exhibit B sets forth the terms of this Lease Agreement, including the commencement date (the "Dated Date"), which is the date when the term begins and Lessee's obligation to pay rent accrues. Rental payments as set forth in Exhibit B (the "Rental Payments") consist of both principal and interest components, must be paid to Lessor as instructed, and must be paid exclusively from legally available funds budgeted and appropriated by the Lessee for such purpose. The obligation of the Lessee to make Rental Payments does not constitute a pledge of the Lessee's general tax revenues. Exhibit B sets forth the amortization of the Equipment. A portion of each Rental Payment represents interest and the balance of each Rental Payment represents principal, as shown on Exhibit B. To maintain the interest rate set forth in Exhibit B attached hereto, Lessee must comply with the tax covenants as set forth in Section 7 below and file informational federal tax Form 8038-G in a timely manner. If not, each Rental Payment will be increased to the Taxable Rate (as defined herein) to compensate for the loss of the tax exemption status which was assumed in the initial interest rate. The Form 8038-G is an informational return only and will not require Lessee to pay a tax. Lessee agrees to accept the Equipment when delivered, installed and operating to manufacturer's specifications and to execute the Acceptance Certificate, attached hereto as Exhibit E (the "Acceptance Certificate") supplied by Lessor as evidence thereof. Lessee agrees to hold Lessor harmless from damages, if for any reason, the Equipment Vendor (as defined herein) fails to deliver, or delays in the delivery of, the Equipment so ordered or if the Equipment is unsatisfactory for any reason whatsoever. Lessee agrees that any delay in the delivery of the Equipment shall not affect the validity of this Lease Agreement or the obligation to make Rental Payments hereunder. Lessee's execution of the Acceptance Certificate shall conclusively establish that the Equipment covered thereby is acceptable to Lessee for all purposes of this Lease Agreement. If Lessee fails or refuses to sign the Acceptance Certificate within a reasonable time, not to exceed five (5) business days, after the Equipment has been delivered, installed and is operating to manufacturer's specifications, Lessor shall have the option of treating this Lease Agreement as cancelled by Lessee and Lessee shall automatically assume all of Lessor's rights and obligations as purchaser of the Equipment.

**2. The Obligation to Make Payments:** Rental Payments shall be due and payable as set forth in Exhibit B hereto. Whenever any payment to be made hereunder shall be stated to be due on a day which is not a business day, such payment may be made on the next succeeding business day, with the same effect as if paid on the stated due date. The obligation of Lessee to pay Rental Payments hereunder is a current expense of Lessee and not a debt. This obligation shall not be or constitute a general obligation or indebtedness of Lessee or be a "debt" for debt limitation purposes within the meaning of the laws of the State of South Carolina (the "State") but shall be a special, limited obligation of Lessee payable from the Lessee's general account including, among other sources, legally available funds annually budgeted and appropriated for such purpose during the then current fiscal period ("Appropriation Period") provided herein. All payments made by or on behalf of Lessee hereunder shall be nonrefundable. Except in the Event of Nonappropriation (hereinafter defined) as set forth in this paragraph,

Lessee's obligation to pay such Rental Payments shall be absolute and unconditional and is not subject to any abatement, set-off, defense or counter-claim for any reason whatsoever. Lessee hereby represents and warrants that it has funds available to pay the Rental Payments set forth on Exhibit B through the end of the current fiscal year ("First Appropriation Period"). Notwithstanding the foregoing, the obligation of Lessee to make payments hereunder is subject to the annual appropriation by Lessee in each successive Appropriation Period of funds sufficient to make the required Rental Payments hereunder for such Appropriation Period. Hence, after the First Appropriation Period, if Lessee has not appropriated sufficient funds to pay Lessor the Rental Payments and other payments ("Other Payments") due hereunder, including, but not limited to, payments under Section 7 hereof upon an Event of Taxability (as defined in such Section 7), due for the then current Appropriation Period an Event of Nonappropriation (an "Event of Nonappropriation") shall be deemed to have occurred. Lessee shall promptly deliver notice thereof to Lessor and shall endeavor to give such notice as soon as a decision of non-appropriation is made. Such notice shall state that the termination of this Lease Agreement was caused by the failure of the Lessee to appropriate moneys to make Rental Payments and Other Payments due hereunder and that Lessee shall promptly, upon the effective date of such termination, return the Equipment at the expense of the Lessee, and as instructed by Lessor, as hereinafter provided. If an Event of Nonappropriation has occurred, this Lease Agreement shall terminate, in whole, but not in part, as to all Equipment, effective upon the last day of the fiscal year for which funds were appropriated. Upon termination of this Lease Agreement as provided in this Section, Lessee shall not be responsible for the payment of any additional Rental Payments and Other Payments coming due in succeeding fiscal years. Lessee shall then, at Lessee's expense, promptly return the Equipment to Lessor to such location as shall be specified by Lessor. Lessor may then sell or re-lease the Equipment with or without advertisement, at public or private sale or leasing, without notice to Lessee, free of any of Lessee's interest, without any duty to account to Lessee for Lessor's actions or inaction or for any sale or re-lease proceeds. Any net proceeds of any sale or re-lease of the Equipment upon the occurrence of an Event of Non-Appropriation or as may otherwise be provided under this Lease Agreement shall be applied in the following order of priority: first, to pay all of Lessor's costs, charges and expenses incurred in taking, holding, repairing, selling, leasing or otherwise disposing of the Equipment; then second, to the extent not previously paid by the Lessee, to pay Lessor all Rental Payments due under this Lease Agreement through the termination date; then third, to pay the purchase option amount applicable as of the date of the then current Appropriation Period, as shown in the balance column on the debt service table set forth in Exhibit B; then fourth, to pay any remainder to Lessee.

The Lessee reasonably believes that funds can be obtained sufficient to make all Rental Payments during the lease term and hereby covenants that it will do all things lawfully within its power to obtain, maintain and properly request and pursue funds from which the Rental Payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using its bona fide best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. It is the Lessee's intent to make Rental Payments for the full lease term if funds are legally available therefor and in that regard the Lessee represents that the use of the Equipment is essential to its proper, efficient and economic operation.

THE LESSOR AND THE LESSEE AGREE THAT NOTHING CONTAINED IN THIS LEASE AGREEMENT IS INTENDED TO CREATE, OR DOES CREATE, INDEBTEDNESS OF THE LESSEE WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL OR STATUTORY LIMITATION OR RESTRICTION. NO PROVISION OF THIS LEASE AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE LESSEE'S FAITH AND CREDIT WITHIN THE MEANING OF ANY CONSTITUTIONAL DEBT LIMITATION. NO PROVISION OF THIS LEASE AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS AN IMPROPER DELEGATION OF GOVERNMENTAL POWERS OR AS A DONATION OR A LENDING OF THE LESSEE'S CREDIT WITHIN THE MEANING OF THE STATE CONSTITUTION. NO PROVISION OF THIS LEASE AGREEMENT SHALL BE CONSTRUED TO PLEDGE OR TO CREATE A LIEN ON ANY CLASS OR SOURCE OF THE LESSEE'S MONEYS, NOR SHALL ANY PROVISION OF THIS LEASE AGREEMENT RESTRICT THE FUTURE ISSUANCE OF ANY OF THE LESSEE'S BONDS OR OBLIGATIONS PAYABLE FROM ANY CLASS OR SOURCE OF THE LESSEE'S MONEYS (EXCEPT TO THE EXTENT THIS LEASE AGREEMENT RESTRICTS THE INCURRENCE OF ADDITIONAL OBLIGATIONS SECURED BY THE EQUIPMENT).

**3. The Equipment:** Lessee agrees and acknowledges that (i) Lessee has selected the Equipment to be acquired by Lessor and rented to Lessee, (ii) the Equipment is, and during the period of this Lease Agreement shall remain, personal property to the Lessee, (iii) the Equipment will have a useful life in Lessee's hands that is substantially in excess of the initial term of this Lease Agreement, and (iv) Lessee does not intend, without the Lessor's prior written consent, to sell, or otherwise dispose of, the Equipment during the term of this Lease Agreement. Lessee may contact the seller of the Equipment directly, as Lessor's agent, to effect the acquisition of the Equipment. When Lessee accepts the Equipment, Lessee must deliver to Lessor an Acceptance Certificate. **\$1,600,000.00** shall be deposited in a fund held pursuant to an escrow agreement to be entered into among Lessor, Lessee, and TD Bank, N.A., as escrow agent ("the Purchase Fund"). The Lessee shall submit an invoice for the Equipment to Lessor and upon Lessor's approval of such invoice, Lessor shall cause the acquisition of the Equipment to be funded directly to the Equipment Vendor (as defined herein) out of moneys in the Purchase Fund. Alternatively, the Lessee shall submit to the Lessor an invoice for the Equipment and a check evidencing payment to the Equipment Vendor by the Lessee for such Equipment and upon Lessor's approval of such invoice and such evidence of payment, Lessor shall cause the Lessee to be reimbursed for the acquisition of the Equipment out of moneys in the Escrow Fund. However, upon acquisition of the Equipment, Lessee must execute and deliver to Lessor, an Acceptance Certificate, according to the provisions set forth in Section 1. Lessee may assert claims and rights that Lessor may have against any manufacturer of the Equipment as well as the agents or dealers of the manufacturer of any portion of the Equipment (the "Equipment Vendor").

**4. Title to the Equipment:** During the term of this Lease Agreement, legal title to all Equipment and any and all repairs, replacements, substitutions and modifications thereto for federal income tax and accounting purposes, for purposes of Section 7 hereof, and for all other purposes shall be in the name of Lessee. By paying the final rental payment due hereunder, provided Lessee is not in default hereunder, Lessee shall be deemed to have exercised Lessee's option to maintain ownership of the Equipment after the term of this Lease Agreement, and upon such payment, Lessor shall be obligated to take any actions necessary to evidence the termination of any obligations of Lessee to Lessor hereunder. Following an Event of Default or an Event of Nonappropriation or upon other termination of this Lease Agreement for any reason other than Lessee's rights under Section 5, title to the Equipment will immediately vest in Lessor and Lessee will surrender possession of the Equipment to Lessor. Lessee will promptly execute, or otherwise authenticate, and deliver to Lessor such further documents, instruments, assurances and other records, and take such further action as Lessor from time to time may reasonably request in order to carry out the intent and purpose of this Lease Agreement and to establish and protect the rights and remedies created or intended to be created in favor of Lessor under such documents.

**5. Refinance/Option to Purchase:** Provided Lessee is not in default hereunder, Lessee, at its sole discretion, may prepay the obligation in whole or in part at any time without penalty, upon written notice prior to the proposed day of prepayment. Lessee shall be entitled and shall have exercised its option to retain title to the Equipment: (a) upon payment in full of all Rental Payments in accordance with Exhibit B hereof and all other amounts due hereunder.

When Lessee exercises its rights hereunder to retain title to the Equipment and Lessor shall have received all amounts due under this Lease Agreement, then this Lease Agreement shall terminate, and Lessee shall be deemed to have accepted such Equipment AS IS, WHERE IS, WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE, except that the Equipment shall not be subject to further obligations of Lessee created by or arising through this Lease Agreement.

**6. Responsibilities for Repair and Maintenance:** Lessee agrees to maintain the Equipment in good condition and make all necessary repairs and replacements at Lessee's expense. Lessee agrees to maintain a maintenance log for the Equipment and permit Lessor to inspect the Equipment and the maintenance log(s). Lessee must have the Equipment serviced and repaired at Lessee's expense when servicing or repair is required within intervals not exceeding 125% of those recommended in the Equipment's owner's manual(s).

**7. Tax Covenants:** Lessee will not make or direct any use of the proceeds of the obligation provided herein or any other funds which will cause such obligation to be an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended and the treasury regulations promulgated thereunder (the "Code"), to be "federally guaranteed" within the meaning of Section 149 of the Code or to be a "private activity bond" within the meaning of Section 141(a) of the Code. To that end, so long as any Rental Payments are unpaid, Lessee, with respect to such proceeds and such other funds, will comply with all requirements of such Code sections and all regulations of the United States Department of the Treasury issued thereunder to the extent that such requirements are, at the time, applicable and in effect. Furthermore, to the extent applicable pursuant to Section 148(f) of the Code, Lessee covenants to complete or cause to be completed all reporting requirements and rebate all positive arbitrage to the United States of America. Lessee covenants that the Equipment will be used only for the purpose of performing one or more of Lessee's governmental or proprietary functions, and that the Equipment will not be used in a trade or business of any person or entity other than Lessee on a basis different from the general public. Lessee will not use or permit the use of the Equipment by any person for a "private business use" within the meaning of Section 141(b) of the Code in such matter or to such extent as would result in the inclusion of interest received hereunder in gross income for federal income tax purposes under Section 103 of the Code.

Lessee agrees to perform all acts and things legally required or desirable in order to assure that the interest component of the Rental Payments will not be includable in the gross income of Lessor or its assigns for federal income tax purposes.

If the interest component of the Rental Payments becomes includible in the gross income for federal income tax purposes of the recipient of such Rental Payments due to action, or failure to take action, on the part of Lessee (an "Event of Taxability"), the interest rate on the lease payments shall increase to the prime rate as published on the first day of the month in the Wall Street Journal plus two percent (2%) (the "Taxable Rate") from the date of the occurrence of the Event of Taxability. To the extent permitted by South Carolina law, and to the extent appropriation is made therefor in the applicable Appropriation Period, Lessee agrees to pay Lessor for all interest, penalties, fines, additions to taxes, levied or assessed on this Lease Agreement or Lessor as a result of the Event of Taxability.

**8. Risk of Loss:** Lessee agrees to bear all risk of loss, damage, destruction or theft of the Equipment and costs and expenses related to any injury, claims, fees, fines, penalties and expenses of every kind that relate to the use, operation, ownership, condition or maintenance of the Equipment. Lessee must maintain insurance of the types and in the amounts not less than that set forth on Exhibit C, directing Lessee's insurance company to give Lessor a certificate showing Lessor as lender loss payee. If Lessee does not maintain the required insurance, Lessor may obtain it and charge Lessee for it. Upon demand therefor from Lessor, Lessee agrees to immediately reimburse Lessor for all such costs and expenses of Lessor for obtaining said insurance. Lessee must give Lessor prompt notice of (1) the loss, theft or destruction of any part of the Equipment, (2) any damage to the Equipment exceeding \$500, or (3) any claim arising out of the ownership, maintenance, storage or use of the Equipment. The parties will cooperate in deciding if insurance proceeds will be applied to the repair of the Equipment or to its purchase price. If Lessor receives insurance proceeds exceeding the amount of the purchase price shown on Exhibit B, plus the interest due thereon, or the amount required to complete agreed upon repairs to the Equipment, Lessor agrees to forward the excess proceeds to Lessee.

**9. Indemnification.** Neither party hereto agrees to provide any indemnification under this Lease Agreement, and each party will be responsible for their own fees and expenses, except as expressly set forth to the contrary herein.

**10. No Warranty:** LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES CONCERNING THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE. THIS

SECTION IN NO EVENT IS INTENDED TO AFFECT THE WARRANTIES OR REPRESENTATIONS CONTAINED IN ANY CONTRACT ENTERED INTO FOR THE ACQUISITION OF THE EQUIPMENT.

**11. Termination:** This Lease Agreement will terminate: (1) upon payment of all amounts due hereunder by Lessee to Lessor for the term of this Lease Agreement, (2) if there shall occur an Event of Nonappropriation, at the time set forth in Section 2, provided that Lessee has returned the Equipment and paid all amounts including interest thereon due and unpaid deriving from the Appropriation Period then in effect for which the Lessee has appropriated adequate funds, (3) upon Lessee's purchase or refinance of the Equipment under Section 5 and Lessee's payment of all amounts due including interest due hereunder, (4) at Lessor's option if Lessee defaults as described in Section 12, or (5) if all or any portion of the Equipment has been lost, stolen or damaged beyond repair, upon Lessor's receipt of insurance proceeds covering the purchase price of the lost, stolen or damaged Equipment and the remittance of any excess proceeds as indicated in Section 8 above. When this Lease Agreement terminates, if Lessee has not paid to Lessor all amounts due hereunder, Lessee must, at Lessee's expense, return the Equipment to Lessor at the address specified by Lessor, in as good condition as when Lessee received it, ordinary wear excepted. Lessee must remove all signs and markings and make all repairs (other than for ordinary wear) requested by Lessor. If Lessee does not, Lessor may do so and charge Lessee for it. Lessor may sell or re-lease the Equipment with or without advertisement, at public or private sale or leasing, without notice to Lessee, free of any of Lessee's interest, without any duty to account to Lessee for Lessor's actions or inaction or for any sale or re-lease proceeds. Any net proceeds of any sale or re-lease of the Equipment upon the occurrence of an Event of Non-Appropriation or as may otherwise be provided under this Lease Agreement shall be applied as provided in the last sentence of the first paragraph of Section 2 above.

**12. Default:** The following constitute "Events of Default" under this Lease Agreement: (a) failure by Lessee, other than due to an Event of Non-Appropriation, to pay any Rental Payment or other payment required to be paid hereunder, including any late charges, within three days of when such amounts are due; or (b) failure by Lessee to maintain insurance on the Equipment in accordance with Section 8; or (c) failure by Lessee to observe and perform any other covenant, condition or agreement on its part to be observed or performed for a period of fifteen (15) days after written notice is given to Lessee by Lessor, specifying such failure and requesting that it be remedied; provided, however, that if the failure stated in such notice is capable of being cured but cannot be corrected within such fifteen (15) day period, Lessor will not unreasonably withhold its consent to an extension of such time for so long as Lessor shall deem reasonable if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected; or (d) initiation by Lessee of a proceeding under any federal or state bankruptcy or insolvency law seeking relief under such laws concerning its indebtedness; or (e) the determination by Lessor that any representation or warranty made by Lessee in this Lease Agreement was untrue in any material respect upon the execution hereof; or (f) (i) Lessee's long term credit or bond rating is lowered by either Moody's Investors Service or Standard & Poor's Rating Services (each a "Rating Agency") greater than two levels (including numeric or other modifiers) from its rating as of the date of this Agreement, respectively, or (ii) Lessee's credit or bond rating is withdrawn by any Rating Agency. If any such Event of Default occurs, Lessor, by written notice to Lessee, may declare this Lease Agreement in default and demand that Lessee pay all unpaid Rental Payments payable by Lessee pursuant to this Lease Agreement and other amounts payable by Lessee due hereunder to the end of the then current Appropriation Period. The Equipment must then be returned to Lessor (as directed and at the address specified by Lessor) at Lessee's expense, and the Equipment and all Lessee's rights therein shall be deemed surrendered to Lessor. Upon declaration of an Event of Default, Lessor may repossess the Equipment with or without process of law, and for the purposes may enter upon any of Lessee's premises or other's premises, wherever the Equipment may be found, without liability therefor. Lessor may recover from Lessee any unpaid amounts due or to become due for the remainder of the then current Appropriation Period, together with all expenses, including attorney's fees and legal expenses (to the extent permitted by law) incurred by Lessor to enforce its rights hereunder. The repossession and sale of the equipment shall be Lessor's sole and exclusive remedy against Lessee or the equipment for any breach hereof but for (1) any loss suffered by Lessor by reason of Lessee having negligently failed to maintain the equipment in good condition and make all necessary repairs and replacements at Lessee's expense as provided herein and (2) Lessor's right to seek collection of rent for the then current Appropriation Period. Lessor may sell or release the Equipment with or without advertisement, at public or private sale or leasing, without notice to Lessee, free of any of Lessee's

interest, without any duty to account to Lessee for Lessor's actions or inaction or for any sale or re-lease proceeds. Any net proceeds of any sale or re-lease of the Equipment upon the occurrence of an Event of Non-Appropriation or as may otherwise be provided under this Lease Agreement shall be applied as provided in the last sentence of the first paragraph of Section 2 above. If Lessor is unable to repossess any Equipment after a default, the Equipment shall be deemed to have suffered a total loss compensable under Section 8. Subject to the next sentence, Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under this Lease Agreement. Any deficiency judgment requiring the payment of money entered against the Lessee in favor of the Lessor or any other person under this Lease Agreement shall be subject to appropriation of such monies by the governing body of Lessee.

**13. Liens:** This Equipment must be kept free of all liens and encumbrances at all times.

**14. Limitation on Assignment:** The Lessee may not assign or sublease this Lease Agreement or any interest in it or the Equipment without Lessor's prior written consent and a written opinion of nationally recognized bond counsel to the effect that any such assignment or sublease of this Lease Agreement or any interest in it or the Equipment will not adversely effect the exclusion of the interest component of the Rental Payments from gross income for federal income tax purposes. In no event may Lessee assign or sublet this Lease Agreement or any interest in it or the Equipment to a non-governmental entity. Lessor may assign or sell its interest under this Lease Agreement, in whole or in part, without Lessee's consent, but the assignment will not be effective until Lessee has received notice disclosing the name and address of assignee and information sufficient to enable Lessee to meet the requirements of Section 149(a) of the Code. Lessee shall be provided with written notice of Lessor's assignment; provided, however, Lessee shall continue to submit Rental Payments to Lessor until it receives such notice. During the term of this Lease Agreement, Lessee shall keep a complete and accurate register of all such assignments in form necessary to comply with Section 149(a) of the Code.

**15. Late Charges:** If Lessee does not pay Rental Payments due under this Lease Agreement on their due date, Lessee owes a late fee or 15% per annum or the highest rate allowable under law, whichever is more, running from 30 days after the due date until the Rental Payment is made; provided that, in no case shall amounts be charged hereunder if such amounts are treated as interest and the rate of such interest exceeds the maximum amount allowable by law.

**16. Exhibits:** Exhibits A through I attached hereto are part of this Lease Agreement, incorporated herein by reference, and must be executed by Lessee, where applicable.

**17. Other Terms:** This Lease Agreement constitutes the entire agreement between the parties as to the subject matter it covers and may not be changed except by a written agreement signed by Lessee and Lessor. If any part of this Lease Agreement is or becomes invalid, illegal or unenforceable, such invalidity, illegality or unenforceability will not affect the other or remaining provisions hereof. This Lease Agreement and all rights and actions arising under it shall be governed by the laws of the State of South Carolina. No waiver, consent, modification or change of terms of this Lease Agreement shall bind either party unless received in writing signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. This Lease Agreement may be executed in several counterparts. All notices must be addressed to the parties at their addresses shown on Exhibit B, or at another address specified by either party in writing and shall be deemed given when delivered or mailed by registered mail, postage prepaid. To the extent applicable, Lessee hereby waives any and all rights and remedies granted Lessee by Sections 36-28-508 through 36-28-522, Code of Laws of South Carolina, 1976, including, by way of example only and not as a limitation, the right to repudiate this Lease Agreement and reject the Equipment; the right to cancel this Lease Agreement; the right to revoke acceptance of the Equipment; the right to grant a security interest in the Equipment in Lessee's possession and control for any reason; the right to recover damages thereunder for any breach of warranty or for any other reason deduct all or any part of the claimed damages resulting from Lessor's default, if any, under this Lease Agreement; the right to accept partial delivery of the Equipment; the right to recover any general, special, incidental or consequential damages, for any reason whatsoever; and the right to specific performance, replevin, detinue, sequestration, claim and delivery and the like for the Equipment. The

waivers contained herein shall not constitute a waiver by Lessee of any of its rights or remedies against the Equipment Vendor and/or manufacturer of the Equipment. The Lessor acknowledges that under the present laws of the State of South Carolina, governmental transfers of a security interest are exempt from the South Carolina Uniform Commercial Code.

**18. Lessee Representations and Warranties:** Lessee hereby represents, warrants and covenants to Lessor the following with respect to this Lease Agreement: (a) Lessee is a political subdivision duly organized and validly existing under the laws of the State of South Carolina, with adequate power and capacity to enter into this Lease Agreement and each exhibit has been duly authorized by all necessary action on the part of the Lessee, all documents related to the purchase of the Equipment and any other documents required to be delivered in connection with this Lease Agreement or the Equipment (hereinafter "Documents"); (b) the Documents have been duly authorized, executed and delivered by Lessee and, assuming the Documents have been authorized, executed and delivered by the Lessor, constitute valid, legal and binding agreements, enforceable in accordance with their respective terms, except to the extent that the enforcement of remedies therein provided may be limited under applicable bankruptcy and insolvency laws; (c) no approval, consent or withholding of objections is required from any federal, state or local governmental authority or instrumentality with respect to the entry into or performance by Lessee of the Documents, except such as have already been obtained; (d) the entry into and performance by Lessee of its obligations under the Documents will not (i) violate any judgment, order, law or regulation applicable to Lessee or (ii) result in any breach of, constitute a default under or result in the creation of any lien, charge, security interest or other encumbrance upon any item of the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument (other than this Lease Agreement or any purchase money security interest retained by any supplier) to which Lessee is a party; (e) Lessee agrees that it (i) will do or cause to be done all things necessary to preserve and keep this Lease Agreement in full force and effect, (ii) has complied with all bidding requirements where necessary and by due notification presented this Lease Agreement and Exhibits for approval and adoption as a valid obligation on its part, and (iii) has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal year; (f) there are no suits or proceedings pending or threatened in court or before any regulatory commission, board or other administrative governmental agency against or affecting Lessee, which will have a material adverse effect on the ability of Lessee to fulfill its obligations under this Lease Agreement; and (g) Lessee has complied with all statutes, laws, regulations and procedures in entering into this Lease Agreement and the matters contemplated hereby.

**19. Lessor Representations and Warranties:** Lessor represents covenants and warrants as following:

- a) Lessor is a corporation duly organized, existing and in good standing under the laws of the State of Maine and is authorized to do business in the State of South Carolina; has full and complete power to enter into this Lease Agreement, to enter into and to carry out the transactions contemplated by it hereby and thereby and to carry out its obligations under this Lease Agreement, is possessed of full power to own and to hold real and personal property and to lease the same, and has duly authorized the execution and the delivery of this Lease Agreement, and all other agreements, certificates and documents contemplated hereby and thereby.
- b) Neither the execution and the delivery of this Lease Agreement, nor the fulfillment of or the compliance with the terms and the conditions thereof, nor the consummation of the transactions contemplated hereby and thereby conflicts with or results in a breach of the terms, the conditions or the provisions of any restriction, any agreement or any instrument to which Lessor is now a party or by which Lessor or its property is bound, constitutes a default under any of the foregoing that results in the creation or the imposition of any lien, charge or encumbrance whatsoever upon any of the property or the assets of Lessor or upon the Equipment.
- c) This Lease Agreement has been duly authorized, executed and delivered by Lessor and constitutes a valid, legal and binding agreement, enforceable in accordance with its terms, except to the extent that the enforcement of remedies therein provided may be limited under applicable bankruptcy and insolvency laws.

**20. Financing:** In consideration for and upon the execution of this Lease Agreement, Lessor hereby agrees to pay to the Lessee the amount of \$1,600,000.00 which will be deposited in a separate project account which will be maintained by the Lessee (subject to the provisions of Section 3 hereof) for the purchase of the Equipment and related costs.

**21. Financial Reporting.** At the request of Lessor, (a) annual audited financial statements shall be provided to the Lessor within 270 days following the end of each fiscal year, beginning with such financial statements to be provided to the Lessor on or before September 30, 20\_\_ for the Lessee's fiscal year ending December 31, 20\_\_; and (b) a copy of the Lessee's final and approved budget for each fiscal year will be provided to Lessor within 30 days following the date on which such budget is approved.

**22. Conditions of Closing:** Prior to payment to Lessee as stated in Section 20, Lessor shall receive the following:

- a) this Lease Agreement executed by Lessee and Lessor;
- b) an executed Exhibit B to this Lease Agreement;
- c) an executed Insurance Coverage Requirements Certificate, a form of which is attached hereto as Exhibit C;
- d) a duly adopted Supplement to Lease Purchase Agreement as set forth in Exhibit D hereof;
- e) a form of Acceptance Certificate, a form of which is attached hereto as Exhibit E;
- f) a duly adopted resolution or ordinance of Lessee, in form and substance acceptable to Lessor and including those matters set forth in Exhibit F hereof;
- g) an executed Certificate of Lessee, a form of which is attached hereto as Exhibit G;
- h) an opinion of counsel to Lessee, substantially in the form of the opinion set forth in Exhibit H;
- i) an executed Certificate of Appropriation, a form of which is attached hereto as Exhibit I;
- j) an executed Certificate of Incumbency of Lessee;
- k) for any Equipment that are motor vehicles, properly completed certificates of title for such vehicles;
- l) an opinion of Haynsworth Sinkler Boyd, P.A., as special counsel to the Lessee, covering certain matters as to the Lessee, Lease Agreement, and escrow agreement as the Lessor may reasonably request;
- m) an executed Federal Tax Certificate;
- n) an executed Form 8038-G;
- o) an executed escrow agreement, if required under the provisions of Section 3 hereof; and
- p) any and all opinions, certificates, instruments, financing statements or other documents as Lessor may request to evidence compliance with the agreements to be performed and all conditions to be satisfied under this Lease Agreement.

April 1, 2020

IN WITNESS WHEREOF, the undersigned parties have executed this Lease Purchase Agreement as of the date first set forth above.

**LESSOR: TD EQUIPMENT FINANCE, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LESSEE: CITY OF CHARLESTON, SOUTH CAROLINA**

By: \_\_\_\_\_  
Name: Amy K. Wharton  
Title: Chief Financial Officer

[Signature page to Lease Purchase Agreement]

**EXHIBIT A  
LEASE # 40159951  
EQUIPMENT LIST**

- Various Police Vehicles and Associated Collateral

Total: \$1,600,000.00

- All proceeds will be funding into the Purchase Fund and detailed collateral descriptions will be required to be included with every escrow requisition prior to each vendor payment disbursement

LESSEE'S INITIALS: \_\_\_\_\_

**EXHIBIT B**

**TERMS**

1. The Equipment which is the subject of the Lease Purchase Agreement is more fully described in Exhibit "A" to the Lease Purchase Agreement.
2. Fixed Interest Rate: 1.460% calculated on a 30-day/360-year basis
3. Principal Amount: \$ 1,600,000.00
4. Dated: April 1, 2020
5. Debt Service Schedule:

	Date	Rental Payment	Interest	Principal	Balance
	4/1/2020				\$1,600,000.00
1	10/1/2020	\$ 273,521.30	\$ 11,680.00	\$ 261,841.30	\$1,338,158.70
2	4/1/2021	\$ 273,521.30	\$ 9,768.56	\$ 263,752.74	\$1,074,405.96
3	10/1/2021	\$ 273,521.30	\$ 7,843.16	\$ 265,678.14	\$ 808,727.82
4	4/1/2022	\$ 273,521.30	\$ 5,903.71	\$ 267,617.59	\$ 541,110.23
5	10/1/2022	\$ 273,521.30	\$ 3,950.10	\$ 269,571.20	\$ 271,539.03
6	4/1/2023	\$ 273,521.30	\$ 1,982.27	\$ 271,539.03	\$ -
Grand Totals		\$1,641,127.80	\$ 41,127.80	\$1,600,000.00	

6. **The Equipment will be located at:** Various locations throughout the City, with the specific location (or if moveable equipment) principal garaged location for each item of Equipment being set forth on the Acceptance Certificate for each such item of Equipment.
7. **Address of Lessee, for notification purposes, is:** 116 Meeting Street, Charleston, SC 29401
8. **Address of TD for notification purposes, is:**

TD Equipment Finance, Inc.  
2059 Springdale Road  
Cherry Hill, New Jersey 08003

**Acknowledged and Accepted:**  
**LESSEE: CITY OF CHARLESTON, SOUTH CAROLINA**

By: \_\_\_\_\_  
Name: Amy K. Wharton  
Title: Chief Financial Officer

**EXHIBIT C**

**INSURANCE COVERAGE REQUIREMENTS CERTIFICATE**

1. In accordance with Section 8 of the Lease Purchase Agreement, we have instructed the insurance agent named below (please fill in name, address, contact person, telephone and facsimile numbers).

\_\_\_\_\_  
South Carolina State Fiscal Accountability Authority, Insurance Reserve Fund, P. O. Box 11066, Columbia, SC  
29201

to issue:

- a. All Risk Physical Damage Insurance on the leased Equipment (as defined in the Lease Agreement) evidenced by a certificate of Insurance and Long Form Lender Loss Payable Clause Naming Lessor "and/or its assigns" as Lender Loss Payee.
- b. Public Coverage Required:  
\$600,000 aggregate liability per occurrence

OR

2. Proof of insurance coverage as provided in Section 1 or 2 of this Exhibit C will be provided to TD Equipment Finance, Inc. at the time that the Equipment or Unit thereof is accepted by us.

Certified this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**LESSEE: CITY OF CHARLESTON, SOUTH CAROLINA**

By: \_\_\_\_\_  
Name: Amy K. Wharton  
Title: Chief Financial Officer

EXHIBIT D

SUPPLEMENT TO LEASE PURCHASE AGREEMENT

Lease Purchase Agreement #: 40159951

Attached to and forming a part of a Lease Purchase Agreement dated April 1, 2020 (the "Lease Agreement") by and between the City of Charleston, South Carolina (the "Lessee") and TD Equipment Finance, Inc. (the "Lessor"):

Notwithstanding any language in the Lease Agreement to the contrary, it is agreed that title to the vehicle(s) will be in the name of the Lessee.

Please note, within sixty (60) days from the date on which each unit of Equipment consisting of titled vehicles is delivered and accepted (as evidenced by the date of each executed Acceptance Certificate), such vehicles must be titled listing TD Equipment Finance, Inc. as 1<sup>st</sup> Lienholder.

Failure to comply will be an event of default under the Lease Agreement between the parties. Please send us a copy of the title application and Lienholder paperwork as soon as it is available.

All other terms and conditions of the Lease Agreement remain unchanged and in full force and effect and are hereby ratified.

LESSEE:  
CITY OF CHARLESTON, SOUTH CAROLINA

LESSOR:  
TD EQUIPMENT FINANCE, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Amy K. Wharton

Name: \_\_\_\_\_

Title: Chief Financial Officer

Title: \_\_\_\_\_

\*\*\*PLEASE NOTE\*\*\*

*IF THE NOTICES OF LIEN/TITLES ARE NOT RECEIVED WITHIN THE ALLOTTED 60 DAY TIMEFRAME AND AFTER THE EXPIRATION OF ALL APPLICABLE GRACE AND CURE PERIODS FOLLOWING NOTICE FROM LESSOR TO LESSEE AS REQUIRED UNDER SECTION 12 OF THE LEASE, TD EQUIPMENT FINANCE, INC. WILL RECORD THE LIEN ON YOUR BEHALF AT YOUR COST AND EXPENSE AND ASSESS A REASONABLE ADMINISTRATIVE FEE FOR PERFORMING SUCH SERVICE ON YOUR BEHALF.*

EXHIBIT E

FORM OF ACCEPTANCE CERTIFICATE

The undersigned, Chief Financial Officer for the City of Charleston, South Carolina, as Lessee, under the Lease Purchase Agreement (the "Lease Agreement") numbered Lease #40159951 , with TD EQUIPMENT FINANCE, INC., Lessor, acknowledges receipt in good condition of \_\_\_\_\_ and related equipment described in Exhibit "A" attached to the Lease Agreement, a copy of which is attached hereto.

<u>Payee</u>	<u>Amount</u>	<u>Invoice No.</u>	<u>Equipment</u>
--------------	---------------	--------------------	------------------

(Please see attached)

The undersigned officer of Lessee hereby reaffirms in all respects the provisions relating to arbitrage contained in the Lease Agreement, and represents that, to the best of his or her knowledge, information and belief, the expectations therein expressed were reasonable as of the date on which they were made, and are reasonable as of this date, and that there were, and are as of this date, no facts, estimates or circumstances other than those expressed therein that would materially affect the expectations expressed therein.

Certified this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

LESSEE: CITY OF CHARLESTON, SOUTH CAROLINA

By: \_\_\_\_\_  
Name: Amy K. Wharton  
Title: Chief Financial Officer

EXHIBIT F

MATTERS TO BE INCLUDED IN RESOLUTION/ORDINANCE OF GOVERNING BODY

Name: City of Charleston, South Carolina

Date: \_\_\_\_\_, 20\_\_\_\_

At a duly called meeting of the governing body of Lessee (as defined in the Lease Purchase Agreement) held on \_\_\_\_\_ the following resolution/ordinance was introduced and adopted.

WHEREAS the governing body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment described in the Lease Purchase Agreement presented at this meeting, and

WHEREAS, the governing body of Lessee has taken the necessary steps, including any legal bidding requirements, under applicable law to arrange for the acquisition of such Equipment.

BE IT RESOLVED, by the governing body of Lessee that the terms of said Lease Purchase Agreement are in the best interests of Lessee for the acquisition of such Equipment, and the governing body of Lessee designates and confirms the following persons to execute and deliver, and to witness (or attest), respectively, the Lease Purchase Agreement and any related documents necessary to the consummation of the transactions contemplated by the Lease Purchase Agreement.

By: \_\_\_\_\_ Title \_\_\_\_\_

By: \_\_\_\_\_ Title \_\_\_\_\_

The undersigned further certifies that the above ordinance has not been repealed or amended and remains in full force and effect and further certifies that the above and foregoing Lease Purchase Agreement is the same as presented at said meeting of the governing body of Lessee.

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

[SEE RESOLUTION/ORDINANCE]

**EXHIBIT G**

**CERTIFICATE OF LESSEE**

The undersigned, Amy K. Wharton, duly authorized representative of the named Lessee under that certain Lease Purchase Agreement dated April 1, 2020 with TD EQUIPMENT FINANCE, INC., as Lessor (the "Lease Agreement") hereby certifies as follows and in accordance with the requirements of the Lease Agreement. Capitalized terms used herein have the same meaning as in the Lease Agreement:

**A. INCUMBENCY OF OFFICERS AND SIGNATURES:**

I hold the position noted under my signature, and I have all the authority necessary to execute and deliver this Certificate. The following officers of Lessee are duly elected or appointed, and their signatures are true and correct, and where required, have been filed with the appropriate officials of the State:

\_\_\_\_\_  
Signature:  
Name: Amy K. Wharton  
Title: Chief Financial Officer

\_\_\_\_\_  
Signature  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**B. ESSENTIAL USE:**

1. The Equipment will be used by the Lessee for the specific purpose of: To provide new vehicles and related equipment to the Police Department.

2. The Equipment is essential for the functioning of Lessee and is immediately needed by Lessee. Such need is neither temporary nor expected to diminish during the term of the Lease Agreement. The Equipment is expected to be used by Lessee for a period in excess of the term of the Lease Agreement.

3. Funds are expected to come from the General Fund of Lessee.

4. The investments designated in Section 3.02 of the Escrow Agreement dated April 1, 2020 (the "Escrow Agreement") among the Lessor, the Lessee, and TD Bank, N.A., as escrow agent, in the Purchase Fund (as such term is defined in the Escrow Agreement) are legal and permitted investments for the Lessee under South Carolina law.

This certificate is based upon facts, circumstances, estimates and expectations of Lessee as of the date on which the Lease Agreement was executed, and to the best of my knowledge and belief, as of this date, such facts, circumstances and estimates are true and correct and such expectations are reasonable.

IN WITNESS WHEREOF, I have executed and delivered this certificate as of the 1<sup>st</sup> day of April 2020

CITY OF CHARLESTON, SOUTH CAROLINA

By: \_\_\_\_\_

Name: Amy K. Wharton  
Title: Chief Financial Officer

ATTEST TO THE INCUMBENCY OF OFFICERS  
AND SIGNATURES IN SECTION A OF THIS  
CERTIFICATE OF LESSEE:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature Page – Exhibit G to Lease Purchase Agreement – Certificate of Lessee]

**EXHIBIT H  
SAMPLE LANGUAGE  
FORM OF OPINION OF LESSEE'S COUNSEL**

1. The City of Charleston, South Carolina ("Lessee") is a political subdivision duly organized and validly existing under the Constitution and laws of the State of South Carolina, with full power and authority to enter into the Lease Purchase Agreement dated April 1, 2020, between the Lessee and TD Equipment Finance, Inc. ("Lessor") (the "Lease Agreement"), the Escrow Agreement dated April 1, 2020 (the "Escrow Agreement") by and among the Lessor, the Lessee, and TD Bank, N.A. (the "Escrow Agent") and all documents related to the purchase of the Equipment and any other documents required to be delivered in connection with the Lease Agreement, the Escrow Agreement or the Equipment (hereinafter the "Documents").

2. The execution, delivery and performance by Lessee of the Lease Agreement and each Exhibit have been authorized by all necessary action on the part of the Lessee.

3. The Documents, including without limitation, the Lease Agreement and the Escrow Agreement have been duly authorized and executed and constitute legal, valid and binding obligations of Lessee, enforceable in accordance with the respective terms thereof, except as enforcement may be affected by any applicable bankruptcy, insolvency, debt adjustment, moratorium, reorganization or other similar laws or legal or equitable principles relating to the enforcement of creditors rights; and provided further, we do not express any opinion as to the legality, validity, or binding effect upon the Lessee of any provision of the Documents which requires the Lessee to indemnify the Lessor or any other party in any way.

4. The transactions contemplated by and under the Lease Agreement and the Escrow Agreement are in compliance with all local, state and federal law.

5. The investments designated in Section 3.02 of the Escrow Agreement in the Escrow Fund (as such term is defined in the Escrow Agreement) are legal and permitted investments for the Lessee under South Carolina law.

6. No approval, consent or withholding of objections is required from any federal, state or local governmental authority or instrumentality with respect to the entry into or performance by Lessee of its obligations under the Documents, except such as have already been obtained.

7. The Equipment is personal property and, when subject to use by the Lessee, will not be or become fixtures under the laws of the State of South Carolina.

8. The Lessor acknowledges that under the present laws of the State of South Carolina, governmental transfer of a security interest are exempt from the Code of Laws of South Carolina, 1976 (the "South Carolina Code") and that the security interest may not be perfected as such term is used in the South Carolina Code.

9. All required public bidding procedures, if any, regarding the award of the Lease Agreement have been followed by the Lessee.

10. To our knowledge, the entry into and performance by Lessee of its obligations under the Documents will not (i) violate any judgment, order, law or regulation applicable to Lessee or (ii) result in any breach of, constitute a default under or result in the creation of any lien, charge, security interest or other encumbrance upon any item of the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument (other than the Lease Agreement or any purchase money security interest retained by any supplier) to which Lessee is a party.

11. To our knowledge, there are no suits or proceedings pending or threatened in court or before any regulatory commission, board or other administrative governmental agency against or affecting Lessee, which will have a material adverse effect on the ability of Lessee to fulfill its obligations under the Lease Agreement or the Escrow Agreement.

This opinion is rendered to and may be relied upon solely by the addressees hereof and may not be relied upon by any other persons, firms or corporations.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to my attention, or any changes in law that may hereafter occur.

These opinions have been rendered to the best of my knowledge, information and belief. I understand these opinions will be relied upon by Lessor's attorney in its evaluation of issues with respect to the Lease Agreement, the Escrow Agreement and federal income tax laws of the United States of America.

**EXHIBIT I**

**CERTIFICATE OF APPROPRIATION**

I, Amy K. Wharton, Chief Financial Officer of the City of Charleston, South Carolina (the "Lessee"), hereby certify that all lease payments due by the Lessee under that certain Lease Purchase Agreement dated April 1, 2020 between the Lessee and TD Equipment Finance, Inc., as lessor, for the fiscal year ending December 31, 20\_\_ are within the Lessee's budget for the fiscal year ending December 31, 20\_\_.

IN WITNESS WHEREOF, I have set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**LESSEE: CITY OF CHARLESTON, SOUTH CAROLINA**

By: \_\_\_\_\_  
Name: Amy K. Wharton  
Title: Chief Financial Officer

## ARBITRAGE AND TAX CERTIFICATE

I, Amy K. Wharton, Chief Financial Officer for City of Charleston, South Carolina (the "Issuer"), a political subdivision of the State of South Carolina, HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF as follows:

### 1. GENERAL

1.1. The Obligations. I, with others, am charged with the responsibility of issuing \$9,523,702.00 aggregate principal amount of the Lease Purchase Agreement #40159950 and Lease Purchase Agreement #40159951 each dated April 1, 2020 (the "Leases" or the "Obligations") between the Issuer, as lessee, and TD Equipment Finance, Inc., as lessor (the "Lessor"). The Obligations represent the interest of the owner thereof in the Leases, including the right to receive basic rent, consisting of a principal portion and an interest portion calculated at the rates borne by the Obligations (1.46% and 1.48%) representing such right to receive basic rent payments, and in certain other rights under the Leases. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Leases.

1.2. Amount Deemed Received. The Issuer is deemed to have received \$9,523,702.00 from the sale of the Obligations, consisting of the par amount of the Obligations (in the amount of \$9,523,702.00). There is no accrued interest on the Obligations.

1.3. Authorization for the Obligations. The Obligations are authorized, issued and sold pursuant to the provisions of an ordinance adopted by the Issuer on April 1, 2020 ("Ordinance Date").

1.4. Proceeds of the Obligations. The proceeds of the Obligations will consist of:

- (a) sale proceeds; and
- (b) investment proceeds.

1.5. Regulations. References to Regulations mean the Treasury Regulations promulgated under Section 103, and Sections 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code").

1.6. Defined Terms. The following terms have the meanings ascribed to them in the Regulations (and the Code, where indicated) unless the context hereof clearly requires otherwise:

- (a) available amount, §1.148-1(b);
- (b) bona fide debt service fund, §1.148-1(b);
- (c) bond year, §1.148-1(b);
- (d) capital expenditure, §1.150-1(b);
- (e) commingled fund, §1.148-1(b);
- (f) computation date, §1.148-3(e);
- (g) fair market value, §1.148-1(b);
- (h) gross proceeds, §1.148-1(b);
- (i) guaranteed investment contract, §1.148-1(b);
- (j) investment, §1.148-1(b);
- (k) investment proceeds, §1.148-1(b);
- (l) investment property, Code §148(b)(2);
- (m) investment-type property, §1.148-1(b);
- (n) issue, §1.150-1(c);

- (o) issue price, §1.148-1(b);
- (p) multipurpose issue, §1.148-1(b);
- (q) net sale proceeds, §1.148-1(b);
- (r) nonpurpose investment, §1.148-1(b);
- (s) nonpurpose receipts, §1.148-2;
- (t) proceeds, §1.148-1(b);
- (u) rebatable arbitrage, §1.148-3;
- (v) related party, §1.150-1(b);
- (w) replacement proceeds, §1.148-1(c);
- (x) required rebate, §1.148-3;
- (y) sale proceeds, §1.148-1(b);
- (z) sinking fund, §1.148-1(c)(2);
- (aa) transferred proceeds, §1.148-1(b);
- (bb) value, §1.148-1(b);
- (cc) working capital, §1.150-1(b);
- (dd) yield, §1.148-1(b).

## 2. PURPOSE OF ISSUE.

2.1. Purposes of the Obligations. The Obligations are being issued to finance the acquisition of various vehicles, information technology and other equipment and accessories, which may include, without limitation, various closing costs, financing costs and any additional incidental costs (the "Projects").

2.2. Investments to be Yield Restricted. Unless expressly permitted herein, no portion of the proceeds of the Obligations will be used to finance "investment property" or "investment-type property" with a yield in excess of the yield on the Obligations.

2.3. No Over issuance. The proceeds from the Obligations do not exceed the amount which is required for the purposes described in Section 2.1 above. The Issuer reasonably expects that the universal cap, as defined in Regulations Section 1.148-6(b) (2), will not reduce the amount of gross proceeds allocable to the Obligations during the term of the Obligations.

2.4. No Reimbursement. Except for preliminary expenditures not exceeding twenty percent (20%) of the issue price of the Obligations (as defined in Section 1.150-2(f) of the Regulations, such as architectural, engineering, surveying, soil testing, reimbursement bond issuance, and similar costs that are incurred prior to commencement of acquisition, construction, or rehabilitation of a project, other than land acquisition, site preparation, and similar costs incident to commencement of construction), none of the proceeds of the Obligations will be used to reimburse the Issuer for an expenditure paid 60 days prior to the earlier of the Ordinance Date, or the date hereof.

2.5. No Refunding. No portion of the proceeds of the Obligations will be used to pay debt service on any other indebtedness of the Issuer.

2.6. No Hedge Bonds. (a) Not more than fifty percent (50%) of the proceeds of the Obligations are to be invested in nonpurpose investments having a substantially guaranteed yield for four (4) years or more within the meaning of Section 149(g)(3)(A) of the Code and at least eighty five percent (85%) of the spendable proceeds of the Obligations will be used to carry out the governmental purposes of the issue within the three-year (3) period beginning on the date hereof.

(b) The Obligations do not constitute "hedge bonds" within the meaning of Section 149(g) of the Code.

2.7. No Replacement Proceeds. (a) Other than the proceeds of the Obligations, the Issuer has on hand no funds which (i) could legally and practically be used for the governmental purposes for which the Obligations are being issued which are not pledged, budgeted, earmarked or otherwise necessary to be used for other purposes, or (ii) would be used for the governmental purposes of the Obligations if the proceeds of the Obligations were not used or to be used for such purposes.

(b) The Issuer does not reasonably expect that (i) the term of the Obligations (which have an aggregate weighted average maturity of approximately \_\_\_\_\_ years) will be longer than reasonably necessary for the governmental purposes of the Obligations, or (ii) there will be available amounts during the period that the Obligations remain outstanding longer than necessary.

(c) No portion of proceeds of the Obligations will be used (i) directly or indirectly to replace funds of the Issuer or other agency, department, or division of the Issuer, that could be used for the Projects, or (ii) to replace any proceeds of any prior issuance of obligations by the Issuer or other agency, department, or division of the Issuer.

2.8. No Private Business Use of Financed Projects. (a) Not more than ten percent (10%) of the Proceeds of the Obligations will be used, directly or indirectly, in whole or in part, in any activity carried on by any person other than a state or local governmental unit. A use of the Proceeds includes (i) ownership of the Projects financed or refinanced with the proceeds of the Obligations, (ii) actual or beneficial use of the Projects pursuant to a Lease or a management incentive payment or output contract, or (iii) any other similar arrangement, agreement or understanding, whether written or oral. The payment of the principal of or the interest on more than ten percent (10%) of the Obligations will not be, directly or indirectly: (i) secured by any interest in (A) property used or to be used in any activity carried on by any person other than a state or local governmental unit, or (B) payments in respect of such property; or (ii) derived from payments (whether or not by or to the Issuer), in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit. For purposes of this paragraph (a), persons (other than a state or local governmental unit) using such Proceeds on the same basis as the general public shall not be taken into account.

(b) None of the proceeds of the Obligations will be used, directly or indirectly, to make or finance loans to persons other than a state or local governmental unit.

(c) No proceeds of the Obligations are being used to make grants to any person.

3. SOURCE AND DISTRIBUTION OF FUNDS.

3.1. Proceeds of the Obligations. The proceeds derived from the sale of the Obligations, in the amount of \$9,523,702.00 (comprised of the par amount of the Obligations in the amount of \$ 9,523,702.00) constitute the "Proceeds" of the Obligations for purposes of this Certificate. There is no accrued interest on the Obligations.

3.2. Application of Proceeds. The Proceeds of the Obligations will be applied as follows:

Deposit in Project Account And Used for the Projects	\$9,523,702.00
Issuance Costs Paid at Closing	\$0.00
TOTAL:	\$9,523,702.00

3.3. Temporary Period for Proceeds Applied to Capital Projects. Proceeds of the Obligations in the amount of \$9,523,702.00 will be deposited in interest bearing escrow accounts held by TD Bank, N.A. and will be applied to pay the costs of the Projects, as described in Section 2.1 above. The Issuer will use such funds only for capital expenditures in connection with the Projects. Such proceeds will not be used to repay, at maturity or

otherwise, any indebtedness of the Issuer. The proceeds will be used to pay all or a portion of the costs of the Projects within eighteen (18) months from the date hereof. As to such amounts, the Issuer certifies that:

(a) It reasonably expects that at least eighty five percent (85%) of such net sale proceeds of the Obligations will be expended within three (3) years after the date hereof; and

(b) It reasonably expects to incur within six (6) months from the date of issue hereof a substantial binding obligation (not subject to contingencies within the Issuer's or a related party's control) to a third party to expend at least five percent (5%) of such net sale proceeds of the Obligations on the capital Projects; and

(c) It reasonably expects the completion of the Projects, and the allocation of such net sale proceeds of the Obligations to expenditures, to proceed with due diligence.

The proceeds of the Obligations deposited into the Escrow Accounts may be invested without regard to yield restriction for a three-year (3) temporary period in accordance with Regulations Section 1.148-2(e)(2). Any proceeds held beyond the end of such three-year (3) period may not be invested at a yield in excess of the yield on the Obligations.

3.4. Temporary Period for Accrued Interest. There is no accrued interest on the Obligations.

3.5. Temporary Period for Bona Fide Debt Service Fund. Any fund used or established to make debt service payments on the Obligations will be used primarily to achieve a proper matching of revenues with principal and interest payments within each bond year, and will be depleted at least once each bond year, except for a reasonable carry over amount not to exceed (i) the earnings on the fund in the immediately preceding bond year, or (ii) one-twelfth (1/12) of the debt service payments on the Obligations for the immediately preceding bond year. Monies deposited into such funds may be invested without regard to yield for a period not to exceed thirteen (13) months in accordance with Regulation Section 1.148-2(e)(5).

3.6. Temporary Period for Sinking Fund Proceeds. Amounts treated as proceeds of the Obligations because they are accumulated in any sinking fund for the Obligations may be invested without regard to yield restriction for a period of thirty (30) days beginning on the date of accumulation, and thereafter shall be invested at a yield not in excess of the yield on the Obligations in accordance with Regulation Section 1.148-2(e) (5).

3.7. No Other Funds or Accounts to Pay Debt Service. There are no funds or accounts which are reasonably expected to be used to pay debt service on the Obligations or which are pledged to the Obligations, and for which there is reasonable assurance that amounts on deposit therein will be available to pay debt service on the Obligations if the Issuer encounters financial difficulty.

3.8. Rebate Requirement - Obligations. The Issuer covenants that any and all investment proceeds earned on the gross proceeds (as defined in the Regulations) in excess of the yield on the Obligations will be held and set aside for rebate to the federal government if required by the Regulations. Such amount shall be calculated in the manner and paid at the times required by the Regulations.

#### 4. TERMS OF THE OBLIGATIONS AND CALCULATION OF YIELD.

4.1. Terms of the Obligations. The dated date, maturity date, and rate of interest of the Obligations are as shown in Section 1.1 hereof. When used in this Certificate, the term "yield" refers to the yield computed by the present worth method using a three hundred sixty-day (360) year and semiannual compounding, and means that discount rate which, when used in computing the present worth of all payments of principal and interest to be paid on the Obligations, produces an amount equal to the purchase price thereof.

4.2. Purchase Price of the Obligations. The Purchase Price of the Obligations is an amount equal to the par amount thereof. The interest rate has been determined by the parties as a result of competitive bidding. The Leases are not being reoffered.

4.3. Bond Insurance. There is no bond insurance policy for the Obligations.

4.4. Purchase Price for Bond Yield Purposes. The purchase price for the Obligations for purposes of computing arbitrage yield is \$9,523,702.00 consisting of the par amount of the Obligations (in the amount of \$9,523,702.00).

4.5. Bond Yield. The yield on the Obligations, as computed in accordance with the method described in Section 4.1 above, using as a purchase price the price which is specified in Section 4.4 above, is \_\_\_\_%.

5. REBATE.

5.1. Calculation of Investment Income. The Issuer has provided for the calculation of its investment income from the investment of the proceeds of the Obligations.

5.2. Selection of Bond Year. The Issuer hereby selects as the last day of its first bond year the one-year period (or shorter period from the date of issue of the Obligations) that ends at the close of business on December 31, 20\_\_.

5.3. Rebate Covenant. The Issuer has agreed, to the extent required by Section 148(f) of the Code, to calculate and pay or cause to be calculated and paid to the United States Treasury, in the manner and at the times prescribed in the Regulations, an amount equal to the sum of (a) the excess of (i) the future value of all "nonpurpose receipts" in which the gross proceeds of the Obligations are invested over (ii) the future value of all "nonpurpose payments" with respect to the Obligations, plus, (b) any income attributable to the excess described in (a) above. The first required computation date of rebatable arbitrage in respect of the Obligations is April \_\_, 20\_\_ or, if earlier, the redemption or prepayment date of the Obligations.

5.4. Retention of Records. The Issuer agrees to keep and retain until six (6) years after the retirement of all of the Obligations, adequate records with respect to the investment of (i) all proceeds of the Obligations received upon the sale thereof, the earnings thereon and all reinvestments thereof, (ii) amounts to be used, or pledged, to pay, directly or indirectly, debt service on the Obligations, (iii) any other gross proceeds, and (iv) amounts in any rebate fund. Such records shall include: (i) purchase price; (ii) purchase date; (iii) type of investment; (iv) accrued interest paid; (v) interest rate (if applicable); (vi) principal amount; (vii) maturity date; (viii) interest payment date (if applicable); (ix) date of liquidation; and (x) receipts upon liquidation. If any investment becomes gross proceeds of the Obligations or is otherwise pledged to pay debt service on the Obligations on a date other than the date such investment is purchased, the Issuer's records shall include the market value of such investment on the date it is pledged to pay debt service on the Obligations or otherwise becomes gross proceeds. If any investment is retained after the date the last Obligation is retired, the Issuer's records shall include the market value of such investment on the date the last Bond is retired. Amounts will be segregated wherever held in order to permit the Issuer to maintain these records.

5.5. Continuous Investment of Funds. Except as provided in the next sentence, all amounts that constitute gross proceeds of the Obligations and all amounts in any rebate fund shall be invested at all times to the extent practicable, and no amounts may be held as cash or be invested in zero (0) yield investments other than obligations of the United States purchased directly from the United States. In the event moneys cannot be invested due to the denomination, price or availability of investments, the Issuer may invest all such amounts in a deposit account of a bank with a yield not less than that paid to the general public or hold such moneys uninvested to the extent necessary.

5.6. Certificate of Deposit and Investment Contract Terms. The Issuer shall invest or direct the investment of gross proceeds and any amounts in any rebate fund in accordance with the following provisions:

(a) An investment in a certificate of deposit of a bank or savings and loan association that has a fixed interest rate, a fixed principal payment schedule and a substantial penalty for early withdrawal shall be made only if the yield on the certificate of deposit is not less than (i) the yield on reasonably comparable direct obligations of the United States and (ii) the highest yield that is published or posted by the provider to be currently available from the provider on comparable certificates of deposit offered to the public.

(b) An investment in a guaranteed investment contract and any investments purchased for a yield restricted defeasance escrow shall meet the following requirements:

(1) The Issuer must make a bona fide solicitation for the purchase of the investment. A bona fide solicitation is a solicitation that satisfies all of the following requirements: (i) The bid specifications are in writing and are timely forwarded to potential providers; (ii) The bid specifications include all material terms of the bid (a term is material if it may directly or indirectly affect the yield or the cost of the investment); (iii) The bid specifications include a statement notifying potential providers that submission of a bid is a representation that the potential provider did not consult with any other potential provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the issuer or any other person (whether or not in connection with the bond issue), and that the bid is not being submitted solely as a courtesy to the Issuer or any other person for purposes of satisfying the requirements of these rules; (iv) The terms of the bid specifications are commercially reasonable (a term is commercially reasonable if there is a legitimate business purpose for the term other than to increase the purchase price or reduce the yield of the investment - for example, for solicitations of investments for a yield restricted defeasance escrow, the hold firm period must be no longer than the issuer reasonably requires); (v) For purchases of guaranteed investment contracts only, the terms of the solicitation take into account the Issuer's reasonably expected deposit and drawdown schedule for the amounts to be invested; (vi) All potential providers have an equal opportunity to bid (for example, no potential provider is given the opportunity to review other bids (i.e., a last look) before providing a bid); and (vii) At least three (3) reasonably competitive providers are solicited for bids (a reasonably competitive provider is a provider that has an established industry reputation as a competitive provider of the type of investments being purchased).

(2) The bids received by the Issuer meet all of the following requirements: (i) The Issuer receives at least three (3) bids from providers that the Issuer solicited under a bona fide solicitation meeting the requirements of paragraph (1) above and that do not have a material financial interest in the issue; (ii) At least one (1) of the three (3) bids described in paragraph (2)(i) above is from a reasonably competitive provider; and (iii) If the Issuer uses an agent to conduct the bidding process, the agent did not bid to provide the investment.

(3) The winning bid must meet the following requirements: (i) Guaranteed investment contracts - if the investment is a guaranteed investment contract, the winning bid is the highest yielding bona fide bid (determined net of any broker's fees); and (ii) Other investments - if the investment is not a guaranteed investment contract, the following requirements are met; (A) The winning bid is the lowest cost bona fide bid (including any broker's fees); (B) The lowest cost bona fide bid (including any broker's fees) is not greater than the cost of the most efficient portfolio comprised exclusively of State and Local Government Series Securities from the United States Department of the Treasury, Bureau of Public Debt; (C) If State and Local Government Series Securities from the United States Department of the Treasury, Bureau of Public Debt are not available for purchase on the day that bids are required to be submitted pursuant to terms of the bid specifications because sales of those securities have been suspended, the cost comparison of paragraph (B) is not required.

(4) The provider of the investments or the obligor on the guaranteed investment contract must certify the administrative costs that it pays (or expects to pay, if any) to third parties in connection with supplying the investment.

(5) The Issuer retains the following records with the documents related to the obligations until three years after the last outstanding of the Leases is redeemed: (i) For purchases of guaranteed investment contracts, a copy of the contract, and for purchases of investments other than guaranteed investment contracts, the purchase agreement or confirmation; (ii) The receipt or other record of the amount actually paid by the issuer for the investments, including a record of any administrative costs paid by the issuer, and the certification under paragraph (4) above; (iii) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results; (iv) The bid solicitation form and, if the terms of the purchase agreement or the guaranteed investment contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation; and (v) For purchases of investments other than guaranteed investment contracts, the cost of the most efficient portfolio of State and Local Government Series Securities, determined at the time that the bids were required to be submitted pursuant to the terms of the bid specifications.

(c) Moneys to be rebated to the United States shall be invested in investments maturing on or prior to the anticipated rebate date. All investments of gross proceeds and amounts in any rebate fund shall be bought and sold at market prices, and no transaction shall be entered into that reduces the amount to be rebated to the United States because such transaction results in a smaller profit or larger loss than would have resulted if the transaction had been at arm's length and had the rebate requirement not been relevant to either party.

## 6. MISCELLANEOUS.

6.1. Single Issue. There are no other issues of governmental obligations of the Issuer: (a) sold within fifteen (15) days of the date of the sale of the Obligations; (b) sold pursuant to a common plan of financing with the Obligations; and (c) to be paid out of substantially the same source of funds, determined without regard to guarantees from unrelated parties.

6.2. No Federal Guarantee. Except for the investments of the type described in the last sentence of this Section 6.2, no portion of the payment of principal or interest on the Obligations or any credit enhancement or liquidity device relating to the foregoing is or will be guaranteed, directly or indirectly (in whole or in part), by the United States (or any agency or instrumentality thereof). No portion of the Obligations has been or will be used to make loans the payment of principal or interest with respect to which is or will be guaranteed (in whole or in part) by the United States (or any agency or instrumentality thereof) or invested (directly or indirectly) in federally insured deposits or accounts. The foregoing provisions shall not apply to (a) proceeds of the Obligations invested for an initial temporary period, as described in Section 148(c) of the Code, until such proceeds are needed for the purpose for which said obligations were issued, (b) investments in a bona fide debt service fund, as described in Regulation Section 1.148-1(b), (c) investments in a reserve fund that meets the requirements of Section 148(d) of the Code, (d) investments in obligations issued by the United States Treasury, or (e) any other investments permitted under regulations issued by the Internal Revenue Service.

6.3. No Transactions to Reduce Investment Yield. The Issuer has not entered into and will not enter into any transaction to reduce the yield on the investment of the proceeds of the Obligations in such a manner that the amount to be rebated to the Federal government is less than it would have been had the transaction been at arm's length and had the yield on the issue not been relevant to either party.

6.4. Expectations are Reasonable. The statements as to the expectations of the Issuer made herein are reasonable as of the date of this certificate, and there are no facts, estimates or circumstances that would materially change the expectations expressed in this certificate.

6.5. No Notification of Listing by the IRS. The Issuer has not been notified of any listing or proposed listing of it by the Internal Revenue Service as an issuer whose Arbitrage and Tax Certificate may not be relied upon.

6.6. Information Reporting. The Issuer has prepared/reviewed, approved and executed the Internal Revenue Service Form 8038-G to be filed in connection with the issuance of the Obligations, a copy of which is attached hereto as Exhibit A, and all of the information contained therein is, to the best of the Issuer's knowledge, true and complete.

6.7. No Expected Disposition of Facilities. No portion of the facilities or other property financed by the Obligations is expected to be sold or otherwise disposed of prior to the last maturity of the Obligations.

6.8. Alteration of Restrictions and Covenants. The yield restrictions and any other restriction or covenant contained herein may be altered or ignored if the Issuer receives an opinion of Bond Counsel or any other nationally recognized bond counsel to the effect that such alteration or nonobservance will not adversely affect the tax exemption of interest on the Obligations to which it is otherwise entitled.

6.9. Changes in Facts or Expectations. The Issuer acknowledges that any changes in facts or expectations from those set forth herein may result in different yield restrictions or rebate requirements from those set forth herein and that Bond Counsel or other nationally recognized bond counsel should be contacted if such changes do occur.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND TO THIS ARBITRAGE AND TAX CERTIFICATE AS OF THE 1st DAY OF APRIL 2020.

CITY OF CHARLESTON, SOUTH CAROLINA

By: \_\_\_\_\_  
Name: Amy K. Wharton  
Title: Chief Financial Officer

**EXHIBIT A**  
**FORM 8038-G**

**Information Return for Tax-Exempt Governmental Bonds**

(Rev. September 2018)

► Under Internal Revenue Code section 149(e)

► See separate instructions.

OMB No. 1545-0720

Department of the Treasury  
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.  
► Go to [www.irs.gov/F8038G](http://www.irs.gov/F8038G) for instructions and the latest information.

<b>Part I Reporting Authority</b>		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name		2 Issuer's employer identification number (EIN)	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)	
6 City, town, or post office, state, and ZIP code		7 Date of issue	
8 Name of issue		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a	

**Part II Type of Issue (enter the issue price).** See the instructions and attach schedule.

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ►	18		
19a If bonds are TANs or RANs, check only box 19a		<input type="checkbox"/>	
b If bonds are BANs, check only box 19b		<input type="checkbox"/>	
20 If bonds are in the form of a lease or installment sale, check box		<input type="checkbox"/>	

**Part III Description of Bonds.** Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$	\$	years	%

**Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)**

22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23		
24 Proceeds used for bond issuance costs (including underwriters' discount)	24		
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27		
28 Proceeds used to refund prior taxable bonds. Complete Part V	28		
29 Total (add lines 24 through 28)	29		
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30		

**Part V Description of Refunded Bonds.** Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	

**Part VI Miscellaneous**

<p><b>35</b> Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . .</p> <p><b>36a</b> Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions . . . . .</p> <p style="margin-left: 20px;"><b>b</b> Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____</p> <p style="margin-left: 20px;"><b>c</b> Enter the name of the GIC provider ▶ _____</p> <p><b>37</b> Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . .</p> <p><b>38a</b> If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ <input type="checkbox"/> and enter the following information:</p> <p style="margin-left: 20px;"><b>b</b> Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____</p> <p style="margin-left: 20px;"><b>c</b> Enter the EIN of the issuer of the master pool bond ▶ _____</p> <p style="margin-left: 20px;"><b>d</b> Enter the name of the issuer of the master pool bond ▶ _____</p> <p><b>39</b> If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . . ▶ <input type="checkbox"/></p> <p><b>40</b> If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . . ▶ <input type="checkbox"/></p> <p><b>41a</b> If the issuer has identified a hedge, check here ▶ <input type="checkbox"/> and enter the following information:</p> <p style="margin-left: 20px;"><b>b</b> Name of hedge provider ▶ _____</p> <p style="margin-left: 20px;"><b>c</b> Type of hedge ▶ _____</p> <p style="margin-left: 20px;"><b>d</b> Term of hedge ▶ _____</p> <p><b>42</b> If the issuer has superintegrated the hedge, check box . . . . . ▶ <input type="checkbox"/></p> <p><b>43</b> If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . . ▶ <input type="checkbox"/></p> <p><b>44</b> If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . . ▶ <input type="checkbox"/></p> <p><b>45a</b> If some portion of the proceeds was used to reimburse expenditures, check here ▶ <input type="checkbox"/> and enter the amount of reimbursement . . . . . ▶ _____</p> <p style="margin-left: 20px;"><b>b</b> Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____</p>	<p><b>35</b></p> <p><b>36a</b></p> <p><b>37</b></p>	
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<b>Signature and Consent</b>	<p>Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.</p>				
	Signature of issuer's authorized representative	Date	Type or print name and title		
<b>Paid Preparer Use Only</b>	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Firm's name ▶	Firm's EIN ▶			
	Firm's address ▶	Phone no.			



# South Carolina Department of Motor Vehicles

## Application for Certificate of Title and Registration for Motor Vehicle or Manufactured Home/Mobile Home

Form 400  
(Rev. 4/10)

No strikeovers, erasures, or correction fluid is acceptable on this form. For more information, visit our website at [www.scdmvonline.com](http://www.scdmvonline.com) or call our Customer Call Center at (803) 896-5000.

**SECTION A**  EXPEDITE (additional \$20.00 fee) Check here to expedite this title.

Check the box next to the type of transaction you need. Please enclose the required documents and fees with your completed and signed application. For expedited services (within 3 business days) include an additional \$20.00 fee. Make checks payable to: SC DMV. DO NOT SEND CASH.

<input type="checkbox"/> <b>NEW TITLE &amp; REGISTRATION</b> 1) Manufacturer Certificate of Origin (MCO) or Title. 2) Paid Property Tax Receipt 3) \$15.00 title fee and 4) Regular registration fee. 5) Sales Tax (5% of selling price or \$300.00 max.) 6) Insurance Information	<input type="checkbox"/> <b>TITLE AND PLATE TRANSFER</b> 1) Manufacturer Certificate of Origin (MCO) or Title. 2) List Previous Tag # _____ 3) Previous registration in owner's name. 4) \$15.00 title 5) \$10.00 transfer fee 6) Sales Tax (5% of selling price or \$300.00 max.) 7) Insurance Information	<input type="checkbox"/> <b>TITLE FOR MOBILE OR MANUFACTURED HOME</b> 1) Manufacturer Certificate of Origin (MCO) or Title. 2) Consumer Insulation Report required for \$300.00 sales tax cap, if mobile home is energy efficient. 3) \$15.00 title fee	<input checked="" type="checkbox"/> <b>TITLE ONLY</b> 1) Manufacturer Certificate of Origin (MCO) or Title. 2) \$15.00 title fee 3) Sales Tax (5% of selling price or \$300.00 max.)  <input type="checkbox"/> <b>DUPLICATE TITLE</b> 1) <input type="checkbox"/> Lost <input type="checkbox"/> Stolen or <input type="checkbox"/> Destroyed Title 2) \$15.00 title fee.	<input type="checkbox"/> <b>LEASED VEHICLE</b> 1) Do not complete Section D. Complete Section E and all other applicable sections.  <b>MAIL YOUR APPLICATION TO:</b> SC DMV P.O. Box 1498 - 10311 Wilson Blvd. Blythewood, SC 29016 - 0024
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**SECTION B - VEHICLE INFORMATION** Please print or type in black ink only.

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR MAKE	BODY STYLE	MODEL	EMPTY WEIGHT	GVW
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**SECTION C - ODOMETER MILEAGE** (Miles not kilometers)

FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.

I STATE THAT THE ODOMETER NOW READS \_\_\_\_\_ (NO TENTHS) AND TO THE BEST OF MY KNOWLEDGE THAT IT REFLECTS THE ACTUAL MILEAGE OF THE VEHICLE DESCRIBED ABOVE UNLESS ONE OF THE FOLLOWING STATEMENTS IS CHECKED:



DO NOT CHECK ONE OF THE FOLLOWING UNLESS IT APPLIES.

- EXEMPT
- I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING REFLECTS THE AMOUNT OF MILEAGE IN EXCESS OF ITS MECHANICAL LIMITS.
- I CERTIFY THAT THE ODOMETER READING IS NOT THE ACTUAL MILEAGE. WARNING ODOMETER DISCREPANCY.

**SECTION D - OWNER INFORMATION** Your complete legal name must be used on all title and registration documents.

NEW PRIMARY OWNER COMPLETE LEGAL NAME (LAST, FIRST, MIDDLE)		SC CUSTOMER NO., DRIVER LICENSE NO., SOC. SEC., OR FEIN		DATE OF BIRTH		
NEW CO-OWNER COMPLETE LEGAL NAME (LAST, FIRST, MIDDLE)		SHARED OWNERSHIP <input type="checkbox"/> AND <input type="checkbox"/> OR	SC CUSTOMER NO., DRIVER LICENSE NO., SOC. SEC., OR FEIN		DATE OF BIRTH	
PRIMARY OWNER'S RESIDENCE STREET ADDRESS (APT. NO. IF APPLICABLE)			CITY	STATE	ZIP CODE	COUNTY
MAILING ADDRESS (IF DIFFERENT FROM ABOVE)			CITY	STATE	ZIP CODE	COUNTY
ADDRESS WHERE VEHICLE IS HOUSED (IF DIFFERENT FROM ABOVE)			CITY	STATE SC	ZIP CODE	COUNTY
DAYTIME TELEPHONE NUMBER	TEMPORARY ADDRESS (IF APPLICABLE)		EXPIRATION OF TEMPORARY ADDRESS			

**SECTION E - LEASING INFORMATION** Complete only for a leased vehicle.

LEASING COMPANY NAME		PHONE NO.	CONTACT PERSON	CUSTOMER NO.		
ADDRESS			CITY	STATE	ZIP CODE	
NAME OF LESSEE (PERSON LEASING VEHICLE)			DRIVER LICENSE NO., SOC. SEC. NO., OR FEIN		DATE OF BIRTH	
LESSEE'S SC RESIDENCE STREET ADDRESS (APT. NO. IF APPLICABLE)			CITY	STATE SC	ZIP CODE	COUNTY
LESSEE'S MAILING ADDRESS (IF DIFFERENT FROM ABOVE)			CITY	STATE	ZIP CODE	COUNTY
ADDRESS WHERE VEHICLE IS HOUSED (IF DIFFERENT FROM ABOVE)			CITY	STATE SC	ZIP CODE	COUNTY

**SECTION F - LIEN INFORMATION** If you are a lienholder, are you a SC ELT participant?  YES  NO

CUSTOMER NO., OR FEIN	LIENHOLDER NAME (FIRST LIEN) Write "None" if vehicle is paid in full. TD EQUIPMENT FINANCE, INC.	DATE OF LIEN	CONTACT PERSON	TELEPHONE NUMBER		
MAILING ADDRESS 2059 SPRINGDALE ROAD		CITY CHERRY HILL	STATE NJ	ZIP CODE 08003		
CUSTOMER NO., OR FEIN	LIENHOLDER NAME (SECOND LIEN)	DATE OF LIEN	CONTACT PERSON	TELEPHONE NUMBER		
MAILING ADDRESS		CITY	STATE	ZIP CODE		

< This section intentionally left blank >

**SECTION G - SALES TAX EXEMPTION** Complete this section if you are entitled to a sales tax exemption and sign in the space provided verifying the exemption.

VEHICLE PURCHASED FROM INDIVIDUALS AND TITLED IN SOUTH CAROLINA ARE SUBJECT TO SALES TAX UNLESS EXEMPT. THE TAX IS 5% OF THE SALES PRICE UP TO A MAXIMUM OF \$300.00. (MOBILE HOMES ARE CALCULATED DIFFERENTLY.)

THE VEHICLE WAS TRANSFERRED FROM:
  MY PARENT
  MY SPOUSE
  MY CHILD
  MY BROTHER/SISTER
  MY GRANDPARENT
  MY GRANDCHILD

THE VEHICLE WAS TRANSFERRED TO ME AS:
  LEGAL HEIR
  BENEFICIARY
  DISTRIBUTE

I AM NON-RESIDENT MILITARY PERSONNEL
  THE VEHICLE WAS A BONA FIDE GIFT
 SIGNATURE \_\_\_\_\_

**SECTION H - ADDITIONAL INFORMATION**

DATE OF PURCHASE	DATE FIRST OPERATED IN S.C.	ENERGY EFFICIENT MANUFACTURED/MOBILE HOME? <input type="checkbox"/> YES <input type="checkbox"/> NO
NEW OR USED?	PRIOR TITLE NUMBER	PRIOR TITLE STATE
THE VEHICLE DESCRIBED ON THIS APPLICATION IS: <input type="checkbox"/> REBUILDABLE <input type="checkbox"/> NON-REBUILDABLE		
THE VEHICLE SUSTAINED THE FOLLOWING DAMAGE: <input type="checkbox"/> COLLISION <input type="checkbox"/> FIRE <input type="checkbox"/> WATER <input type="checkbox"/> STOLEN (RECOVERED) <input type="checkbox"/> STOLEN (UNRECOVERED)		
AGENCY REFERENCE NUMBER	Calculate the Salvage Percentage: Predamaged Value _____	
SALVAGE% _____	Estimate for Repairs _____	
	Percentage _____	

**SECTION I - SELLER INFORMATION** Applicant should initial verifying the sales price of the vehicle.

SELLER OR DEALER NAME	SC DEALER/WHOLESALE NUMBER	SC SALES TAX NUMBER	SALES PRICE	CUSTOMER INITIALS
ADDRESS	CITY	STATE	ZIP CODE	

**SECTION J - INSURANCE CERTIFICATION**

A VEHICLE MUST BE INSURED WITH LIABILITY INSURANCE COVERAGE WHEN IT IS REGISTERED AND IT MUST REMAIN INSURED WHILE REGISTERED, WHETHER OR NOT IT IS OPERATED, OR THE UNINSURED MOTORIST FEE MUST BE PAID. PENALTIES ARE SEVERE FOR VIOLATION OF THIS REQUIREMENT.

UNDER PENALTIES OF PERJURY, I (WE) DECLARE THAT THIS VEHICLE IS INSURED BY A LIABILITY INSURANCE POLICY ISSUED THROUGH AN INSURANCE COMPANY LICENSED TO DO BUSINESS IN SOUTH CAROLINA AND IT WILL REMAIN INSURED THROUGHOUT THE REGISTRATION PERIOD.

NAME OF INSURANCE COMPANY \_\_\_\_\_

**SECTION K - DONATE LIFE SC**

YES, I WISH TO DONATE \$5.00, MORE OR LESS, TO DONATE LIFE SC. AMOUNT OF DONATION: \$ \_\_\_\_\_ .00

**SECTION L - SIGNATURE OF OWNER**

UNDER PENALTIES OF PERJURY, I DECLARE THAT I AM THE OWNER OF THIS VEHICLE AND REQUEST THAT A SOUTH CAROLINA CERTIFICATE OF TITLE AND/OR REGISTRATION BE ISSUED. I FURTHER CERTIFY THAT THE INFORMATION ON THIS APPLICATION IS CORRECT TO THE BEST OF MY KNOWLEDGE. THE VEHICLE IS SUBJECT TO THE LIENS NAMED AND NO OTHERS. ALSO, IF REGISTERING A COMMERCIAL VEHICLE OVER 10,000 lbs., I CERTIFY THAT I AM FAMILIAR WITH THE FEDERAL MOTOR CARRIER SAFETY REGULATIONS AND/OR FEDERAL HAZARDOUS MATERIALS REGULATIONS.

SIGNATURE OF OWNER (S) - MUST BE SIGNED IN INK BY OWNER OR AUTHORIZED AGENT (ATTACH POWER OF ATTORNEY IF APPLICABLE) \_\_\_\_\_ DATE \_\_\_\_\_

**DISCLOSURE STATEMENT**

56-3-240 (SOUTH CAROLINA CODE OF LAWS) - THE DEPARTMENT SHALL OBTAIN THE FEDERAL EMPLOYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER WHEN A VEHICLE IS REGISTERED WITH A GROSS VEHICLE WEIGHT OF MORE THAN 26,000 POUNDS OR A BUS COMMON CARRIER. THE DRIVER PRIVACY PROTECTION ACT OF 1994 (DPPA), 18 USC SECTION 2721-2725 RESTRICT THE DISCLOSURE OF PERSONAL INFORMATION CONTAINED IN OUR RECORDS.

**PENALTY FEES**

FAILURE TO REGISTER WITHIN 45 DAYS OF THE DATE OF PURCHASE OR THE DATE OF OPERATION IN SOUTH CAROLINA WILL RESULT IN PENALTY FEES IN ADDITION TO REGULAR TITLE AND/OR REGISTRATION FEES. THE LATE PENALTY FEE SCHEDULE IS AS FOLLOWS:

46 - 60 DAYS LATE - \$10.00	61 - 75 DAYS LATE - \$25.00	76 - 135 DAYS LATE - \$50.00	OVER 135 DAYS LATE - \$75.00
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**THIS SECTION FOR DMV USE ONLY**

CHECK APPROPRIATE BOX:  BRAND  NO BRAND

RATED BY	TRANSACTION FEES	
OFFICE/OFFICE NUMBER	EXPEDITED FEE	WEIGHT INCREASE
PLATE NUMBER	LICENSE FEE	TRANSFER
EXPIRATION DATE	UNINSURED FEE	TITLE
PLATE CLASS	USE OR SALES TAX	DONATE LIFE SC
SUSPENSE REASON	PENALTY	TOTAL



# South Carolina Department of Motor Vehicles

## Instructions for Completing the Application for Title (Form 400)

IS-400  
(Rev. 9/11)

### General Instructions

1. Use blue or black ink when completing this form.
2. No strikeovers, erasures or correction fluid is acceptable on this form.

### Section A

Check the appropriate box for the type transaction you are applying:

3. **New Title & registration** – If you wish to register the vehicle and receive a license plate, check  here.
4. **Title and Plate Transfer** – If you are transferring an existing plate already in your name, check  here. If the transfer plate is within three months of expiring, the plate should be renewed before transferring.
5. **Title for Mobile or Manufactured Home** – If you are titling a mobile or manufactured home, check  here.
6. **Title Only** – If you are applying for a title only (no registration or plates), check  here.
7. **Duplicate Title** – If you wish to receive a duplicate title of a vehicle or mobile home that is already titled, check  here.
8. **Leased Vehicle** – If the vehicle you are titling is leased, check  here. Do not complete section D if the vehicle is leased. Note that one of the above options (1-6) should also be selected.
9. **Expedite Title** – If you wish to have the title processed within 3 days, or the same day in a field office or headquarters, check  here. An additional \$20 fee will apply. Note that one of the above options (1-6) should be checked and option 7 if this is for a leased vehicle.

### Section B – Vehicle Information

You must complete all fields from the supporting documents, including the VIN, Make, Year Make, Body Style, Model, and Empty Weight. The GVW (Gross Vehicle Weight) box must be completed, if applicable. The Gross Vehicle Weight is the combined empty weight of the vehicle and the weight of the load and/or what is being pulled. Passenger only vehicles (other than trucks) do not require a GVW. If the vehicle is designed to carry property, the GVW is required. See the GVW rate chart below to determine the GVW fees for your vehicle. These fees are paid in addition to required registration fees.

Gross Vehicle Weight	Annual	Biennial	Gross Vehicle Weight	Annual	Biennial
0001 lbs. – 4000 lbs.	\$15.00	\$30.00	8001 lbs. - 9000 lbs.	\$45.00	\$90.00
4001 lbs. - 5000 lbs.	\$20.00	\$40.00	9001 lbs. - 10000 lbs.	\$50.00	\$100.00
5001 lbs. - 6000 lbs.	\$30.00	\$60.00	10001 lbs. - 11000 lbs.	\$55.00	\$110.00
6001 lbs. - 7000 lbs.	\$35.00	\$70.00	11001 lbs. - 12000 lbs.	\$60.00	\$120.00
7001 lbs. - 8000 lbs.	\$40.00	\$80.00			

### Section C – Odometer Mileage

In the odometer mileage field, enter the current mileage at the time of titling and/or registration. The mileage must be the current mileage and not the mileage listed at the time of sale. Mileage is required unless the vehicle is over 10 years old. If the vehicle is over 10 years old, the title may be marked "Exempt". Do not check one of the mileage options – Exempt, Excess of Mechanical Limits or Not Actual Mileage – unless it applies.

1. **Actual Mileage** – the odometer reflects the actual mileage on the vehicle.
2. **Excess of Mechanical Limits** – This phrase means that the odometer has reached its maximum number and has now restarted counting the mileage from zero. For example, if the odometer only contains 5 digits, then the mechanical limit would be 99,999, after which the odometer would begin counting at 00,000 (the odometer has "rolled over").
3. **Not actual Mileage** – the odometer is broken or has been replaced, or the current owner is unsure of the true mileage.

### Section D – Owner Information – If the vehicle is leased, this section should not be completed with lessee information.

1. **New Primary Owner Complete Legal Name (Last, First, Middle)** – Enter the last name, first name, and middle name of the new primary owner. The person with the most vested interest in the vehicle or mobile home is the primary owner. All correspondence, including tax notices will be sent to the primary owner.
2. **SC Customer No., SC Driver License No., Soc. Sec. or FEIN** – Enter the customer number or driver's license number issued by the South Carolina Department of Motor Vehicles for the primary owner. Do not enter an Out of State driver's license number. If the primary owner has not obtained a South Carolina customer number or driver's license number, enter the primary owner's social security number. If the primary owner is a business or company, enter the social security number or FEIN (FEDERAL EMPLOYEE IDENTIFICATION NUMBER) for the business or company.
3. **Date of Birth** – If the primary owner is an individual, enter the date of birth of the primary owner. If the primary owner is a business or company, leave this space blank.

4. **New Co-Owner Complete Legal Name (Last, First, Middle)** – If ownership of the vehicle or mobile home is shared by two persons, enter the last name, first name and middle name of the new co-owner of the vehicle or mobile home. Note: If the existing primary owner of a vehicle is adding a co-owner to an existing South Carolina title, property taxes will have to be paid in both names to obtain a new plate and registration; or the primary owner or co-owner may transfer a plate that is currently in both names to this vehicle (a \$10.00 transfer fee will apply even if the plate is currently on the vehicle). Additional co-owners are to be listed on a separate Form 400 with Sections B, D, and L completed. The primary owner is required to sign all additional Forms 400 regardless of the relationship.
5. **Shared Ownership** – If “AND” is chosen, then the listed owners will hold title to the vehicle together. For example, if the vehicle title states “John Smith AND Jane Smith,” then the signatures of both will be required for future title transactions. Also, if the vehicle title states “John Smith AND Jane Smith,” and if John Smith dies, then the vehicle title can only be transferred or re-titled by way of the Probate Court. If “OR” is chosen, this type of ownership is called a joint tenancy with right of survivorship. For example, if the vehicle title states “John Smith OR Jane Smith,” they are owners as joint tenants with rights of survivorship. If John Smith dies, then Jane Smith becomes the owner upon John Smith’s death. When John Smith dies, Jane Smith will need the title for DMV to transfer the title into Jane Smith’s name. DMV will then issue a new title solely in Jane Smith’s name. **NOTE:** If there is a lien on the title, then the lien must be satisfied prior to the transfer.
6. **SC Customer No., SC Driver License No., Soc. Sec. or FEIN** – Enter the customer number or driver’s license number issued by the South Carolina Department of Motor Vehicles for the co-owner. Do not enter an Out of State driver’s license number. If the co-owner has not obtained a South Carolina customer number or driver’s license number, enter the co-owner’s social security number. If the co-owner is a business or company, enter the social security number or FEIN (FEDERAL EMPLOYEE IDENTIFICATION NUMBER) for the business or company.
7. **Date of Birth** – If the co-owner is an individual, enter the date of birth of the co-owner. If the co-owner is a business or company, leave this space blank.
8. **Primary Owner’s Resident Street Address (Apt. No. if applicable)** – Enter the complete residential street address for the primary owner. A post office box address is not acceptable in this space. If the address is in an apartment complex, include the apartment number. If the primary owner receives mail at an address other than the residential street address, that address should be entered in the mailing address section. This is the address that the title and/or registration and all other SCDMV correspondence or credentials will be mailed to if a mailing address or temporary address is not entered,
9. **City** – Enter the city for the primary owner’s residential street address.
10. **State** – Enter the state for the primary owner’s residential address.
11. **Zip Code** – Enter the zip code for the primary owner’s residential street address.
12. **County** – Enter the South Carolina county number or name for the primary owner’s residential street address, if the residential address is in South Carolina.
13. **Mailing Address (If Different from Above)** – If the primary owner receives mail at an address other than the residential street address, that address should be entered in this space. Unlike the residential street address, this address may be out of state. If the address is in an apartment complex, include the apartment number. This is the address that the title and/or registration and all other SCDMV correspondence and credentials will be mailed to unless left blank or a temporary address is indicated. SCDMV correspondence and credentials will be sent here unless changed or removed by the primary owner.
14. **City** – Enter the city for the primary owner’s mailing address.
15. **State** – Enter the state for the primary owner’s mailing address.
16. **Zip Code** – Enter the zip code for the primary owner’s mailing address.
17. **County** – If the mailing address is in South Carolina, enter the South Carolina county number or name for the mailing address.
18. **Address where vehicle is housed (If Different from above)** – If the vehicle or mobile home is kept in a location in South Carolina other than the residential address of the primary owner, indicate that address here. If the address is in an apartment complex, include the apartment number.
19. **City** – Enter the city of the vehicle or mobile home’s housed address.
20. **State** – The state is marked “SC” because the housed address for the vehicle must be a South Carolina address.
21. **Zip Code** – Enter the zip code of the vehicle or mobile home’s housed address.
22. **County** – Enter the South Carolina county number or name for the vehicle or mobile home’s housed address.
23. **Daytime Telephone Number** – Enter the daytime telephone number of the primary owner here.
24. **Temporary Address (If applicable)** – If the primary owner will be receiving mail at a temporary address for a specified period of time, enter the address, city, state and zip code of the temporary address. If the address is in an apartment complex, include the apartment number. The title and/or registration and all other SCDMV correspondence and credentials will be mailed to this address until the expiration date listed for this address.
25. **Expiration Date of Temporary Address** – Enter the date that the primary owner will no longer be receiving mail at the temporary address. After the date indicated, all SCDMV correspondence and credentials will be mailed to the residential street address or the mailing address, if indicated.

## Section E – Leasing Information (Complete only if the vehicle is leased)

1. **LEASING COMPANY NAME** - enter the name of the leasing company for the vehicle.
2. **PHONE NO** - enter the phone number of the leasing company for the vehicle.
3. **CONTACT PERSON** - enter the name of the person we should contact at the leasing company if there are any questions about the transaction.
4. **CUSTOMER NUMBER** – If known, enter the DMV issued customer number for the company that is leasing this vehicle.
5. **ADDRESS, CITY, STATE and ZIP CODE** - enter the address of the leasing company for the vehicle.
6. **NAME OF LESSEE** - enter the name of the person or company leasing the vehicle.
7. **DRIVER LICENSE NO., SOC. SEC. NO., OR FEIN** – enter one of the following numbers in this field: the driver’s license number or social security number of the individual or company leasing the vehicle, or the Federal Employment Identification Number (FEIN) of the company leasing the vehicle.
8. **DATE of BIRTH** - enter the date of birth of the individual leasing the vehicle.
9. **LESSEE’S SC RESIDENCE STREET ADDRESS, CITY, and ZIP CODE** - enter the complete South Carolina street address of the individual or company leasing the vehicle. If the address is in an apartment complex, include the apartment number.
10. **COUNTY** - enter the South Carolina county code or the name of the county in which the lessee resides.
11. **LESSEE’S MAILING ADDRESS, CITY, STATE, ZIP CODE, and COUNTY** – enter the lessee’s complete mailing address if it is different than the lessee’s SC residence address. If the address is in an apartment complex, include the apartment number.
12. **ADDRESS WHERE VEHICLE IS HOUSED, CITY, ZIP CODE, and COUNTY** – enter the address where the vehicle is being kept if it is different than the lessee’s SC residential street address. If the address is in an apartment complex, include the apartment number.

## Section F – Lien Information (Complete only if there is an outstanding lien on the vehicle)

The lien information on the Form 400 must agree with the supporting documents.

1. Check one of the boxes (YES or NO) to indicate whether or not the lien holder is set up with South Carolina Department of Motor Vehicles for electronic lien transfers (ELT).
2. **CUSTOMER NO., OR FEIN** – If known, enter one of the following numbers in this field: the DMV issued customer number for the lien holder or the company’s Federal Employment Identification Number (FEIN). NOTE: If the lien holder is an ELT customer, the DMV customer number is required in this field.
3. **LIENHOLDER NAME** - enter the complete name of the lien holder. If transferring an out of state title, use the name as it appears on the out of state title.
4. **DATE OF LIEN** - enter the date the loan was obtained.
5. **CONTACT PERSON** - enter the complete name of the individual handling the loan in case DMV needs to contact them.
6. **TELEPHONE NUMBER** - enter the contact person’s telephone number, including area code.
7. **MAILING ADDRESS, CITY, STATE, and ZIP CODE** - enter the complete mailing address of the lien holder. Use the home office address which may be different than the address they are sending their payments. If transferring a vehicle from another state, use the address as it appears on the out of state title.
8. If there is more than one lien on the vehicle or mobile home, the second lien holder’s information would be entered in this section. Please see #2 through 7 above for an explanation of these fields.

## Section G – Sales Tax Exemption

Complete this section only if you are entitled to a sales tax exemption. This exemption applies to the owner applying for the title. The customer should only complete and sign this section if entitled to a sales tax exemption. Please note primary owners 85 years or older may qualify for reduced sales taxes. If you qualify for a sales tax exemption, you should sign in the space provided and check one of the boxes as described in items 1-4, below.

1. **The vehicle was transferred from—**Check () the appropriate box of the individual who transferred the vehicle to you. Indicate my parent, my spouse, my child, my brother/sister, my grandparent, or my grandchild.
2. **The vehicle was transferred to me as –** Check () the appropriate box if the vehicle was transferred to you as a legal heir or beneficiary. If the transfer is made by court Order, a certified copy of the Affidavit of Collection of Personal Property for Small

Estate Proceeding or similar Probate Court Order listing the person or persons who receive the vehicle is required. If the transfer is made by the duly appointed Personal Representative, then the original Certificate of Appointment from the Probate Court is required to complete the transfer. **Note:** A Death Certificate cannot be accepted in lieu of these documents, and Form 4036 "Affidavit of Inheritance of Vehicle" is no longer accepted after July 1, 2011.

3. **The vehicle was transferred to me as** – Check () the appropriate box if the vehicle was transferred to you as a legal heir, beneficiary, or distributee. You must consult with your county's probate court officials and submit probate documents that support the transfer of the vehicle in your name.
4. **I am non-resident military personnel** – Check () if you are non-resident military personnel. You should provide a copy of your Leave and Earnings Statement (LES). The nonresident military exemption for sales, casual excise and use tax only applies to passenger motor vehicles (cars, passenger vans & sports utility vehicles) and motorcycles, not trucks or cargo vans.
5. **The vehicle was a bonafide gift** - Check () this box if the vehicle or mobile home was given to you as a gift.

## Section H – Additional Information

1. **Date of Purchase** – Enter the date the vehicle was purchased by the applicant.
2. **Date First Operated in South Carolina** – Enter the date the vehicle was first operated in South Carolina by the applicant. If the applicant is moving from out of state, enter the date the vehicle was moved to the state of South Carolina.
3. **Energy Efficient Manufactured/Mobile Home?** – If you are applying for a title for a mobile home or manufactured home designated by the United States Environmental Protection Agency and the United States Department of Energy as meeting or exceeding each agency's energy saving efficiency requirements check "Yes". If the manufactured or mobile home does not meet these requirements, check "No".
4. **New or Used?** – If this title is for a vehicle or mobile home that has its original owner, enter "New". If the vehicle has been previously owned, enter "Used".
5. **Prior Title Number** – If vehicle or mobile home has been previously titled, indicate the title number from the previous title. This will be the title document submitted to obtain the new South Carolina title.
6. **Prior Title State** – If the vehicle or mobile home has been previously titled, indicate the state that previously titled the vehicle. This will be the state that issued the title that is being submitted to obtain the new South Carolina title.
7. **The Vehicle described on this application is** – If this title application is for a vehicle that has sustained damages due to a vehicular or other accident, check if the vehicle is "rebuildable" or "non-rebuildable". This item is used only by insurance companies settling claims on salvage vehicles.
8. **The Vehicle Sustained the Following Damage** – If this title application is for a vehicle that has sustained damages due to a vehicular or other accident, indicate if the vehicle was involved in a collision, and if there has been fire damage and/or if there has been water damage. This item is used only by insurance companies settling claims on salvage vehicles.
9. **Agency Reference Number** – This item is optional for government agencies to indicate additional vehicle or owner information that will printed on the title. This item is often used to indicate the fleet number of a vehicle for a company or governmental agency.
10. **Calculate The Salvage percentage and Salvage %** – Calculate the salvage percentage by indicating the value of the vehicle before the damages were incurred and the estimated cost of repairs. Divide the estimated cost of repairs by the pre-damaged value to obtain the Salvage %. For example, if the value of the vehicle before damages was \$20,000 and repairs are estimated at \$15,000, the salvage percentage is 75% (\$15,000/\$20,000). SCDMV Form TR3 is required if the salvage percentage is less than 75% or the vehicle's pre-damaged value is less than \$2000. This item is used only by insurance companies settling claims on salvage vehicles.

## Section I – Seller Information

The section is not required for duplicate titles, corrections, or vehicles transferred from out of state without a sale.

1. **Seller or Dealer Name** – enter the seller's or dealer's name.
2. **SC Dealer/Wholesaler Number** – if the vehicle was purchased from a dealer, enter the dealer or wholesaler number.
3. **SC Sales Tax Number** – If the vehicle was not purchased from a dealer, leave this field blank; otherwise, enter the dealer or wholesaler's sales tax number.
4. **Sales Price** –the sales price of the vehicle. **You should initial to verify the sales price if the sales price is entered here.**
5. **Address** – enter the complete address of the seller or dealer.
6. **City** –enter the city of the seller or dealer.
7. **State** –enter the state of the seller or dealer.
8. **Zip Code** –enter the zip code of the seller or dealer.

## **Section J – Insurance Certification**

This section is required if a vehicle registration is requested. Enter the name of the liability insurance company; not the insurance agency's name.

## **Section K – Donate Life SC**

Indicate whether you would like to make a donation to Donate Life SC. If you would like to make a donation, indicate the amount to contribute on the blank line. For more information on Donate Life SC, visit [www.donatelifesc.org](http://www.donatelifesc.org).

## **Section L – Signature of Owner**

After verifying that all information is accurate and correct, the owner(s) must sign. If *Shared Ownership* is marked with "And" (Section D, #5), both owners must sign the application. If someone other than the owner signs the application, the application must be accompanied by an official POA (Power of Attorney). If you are registering a commercial vehicle over 10,000 lbs., you are also certifying that you are familiar with the Federal Motor Carrier Safety Regulations and/or Federal Hazardous Materials Regulations. If the vehicle registered is not a commercial vehicle over 10,000 lbs., this statement is not applicable to this application. If more than two owners, the primary owner is required to sign all additional Forms 400 regardless of relationship (See Section D, #5 *Shared Ownership*).

## ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("Escrow Agreement") is made and entered into as of April 1, 2020 by and among TD Bank, N.A., a national banking association organized and existing under the laws of the United States of America (the "Escrow Agent"), TD Equipment Finance, Inc., a Maine Corporation, as lessor ("Lessor") and the City of Charleston, South Carolina, an entity existing under the laws of the State of South Carolina, as lessee ("Lessee").

In the joint and mutual exercise of their powers, and in consideration of the mutual covenants herein contained, the parties hereto recite and agree as follows:

### ARTICLE 1: RECITALS.

**Section 1.01.** Lessor and Lessee have entered into a Lease Purchase Agreement, dated April 1, 2020, and Rider No. 1 to Lease Agreement, together with all riders thereto, dated as of April 1, 2020 (together, the "Lease"), duplicate originals of which have been furnished to the Escrow Agent, whereby Lessee shall lease from Lessor certain personal property described in Exhibit A to the Lease (the "Equipment") in the manner and on the terms set forth in the Lease. This Escrow Agreement is not intended to alter or change the rights and obligations of Lessor, and Lessee under the Lease, but is entirely supplemental thereto.

**Section 1.02.** The terms capitalized in this Escrow Agreement but not defined herein shall have the meanings given to them in the Lease.

**Section 1.03.** Under the Lease, within 10 days after the execution of the Lease and this Escrow Agreement and the delivery to Lessor by Lessee of all documents required to be delivered upon execution of the Lease, Lessor is required to deposit or cause to be deposited with the Escrow Agent the sum of \$1,600,000.00, which is required to be credited to the Purchase Fund established in Article 2 hereof and used to pay the Contract Price of the items of Equipment, and, to the extent not needed for this purpose, to pay or prepay unpaid Lease Payments due or coming due under the Lease together with any other Lease obligations due under the Lease; all as hereinafter provided.

**Section 1.04.** Under the Lease, Lessee has caused or will cause each item of Equipment to be ordered from the Vendor therefor. The Contract Price will be either reimbursed to Lessee (pursuant to the restrictions contained in Section 2.02 herein), or paid to the Vendors supplying the Equipment, and such Contract Price shall be paid solely from the amount deposited with the Escrow Agent as described in Section 1.03 hereof, in accordance with this Escrow Agreement.

**Section 1.05.** Lessor and Lessee agree to employ the Escrow Agent to receive, hold and disburse the moneys to be deposited with the Escrow Agent by Lessor as described in Section 1.03, all as hereinafter provided; however, the Escrow Agent shall not be obligated to assume or perform any obligation of Lessee or Lessor or any Vendor with respect thereto or under the Lease by reason of anything contained in this Escrow Agreement.

**Section 1.06.** Each of the parties has authority to enter into this Escrow Agreement and has taken all actions necessary to authorize the execution hereof by the officers whose signatures are affixed hereto.

### ARTICLE 2: PURCHASE FUND.

**Section 2.01.** The Escrow Agent shall establish a special escrow fund designated as the City of Charleston Lease #40159951 ("Purchase Fund"), shall keep such Purchase Fund separate and apart from all other funds and moneys held by it and shall administer such Purchase Fund as provided in this Escrow Agreement.

**Section 2.02.** All moneys deposited with the Escrow Agent by Lessor pursuant to Section 1.03 of the Escrow Agreement shall be credited to the Purchase Fund. The Escrow Agent shall use the moneys in the Purchase Fund to pay the Contract Price of each item of Equipment subject to the Lease, upon receipt with respect thereto of a

Payment Request Form attached hereto as Exhibit A, executed by Lessor and Lessee, fully completed and with all supporting documents described therein attached thereto. Upon receipt of a Payment Request Form with respect to any item of Equipment, an amount equal to the Contract Price as shown therein shall be paid directly to the person or entity entitled to payment as specified therein. It is specifically provided that any such payments from the Purchase Fund may be made as reimbursements to the Lessee for payments of the Contract Price that Lessee previously made directly to Vendors ("Reimbursement Payments"). Any Reimbursement Payments made hereunder shall be subject to the following requirements: (1) in addition to the Payment Request Form, Acceptance Certificate and other supporting documents referenced above, Lessee shall provide to Lessor and Escrow Agent invoice and bills of sale with respect to the Equipment subject to the Reimbursement Payment, (2) reasonable evidence and proof of payment that such Reimbursement Payments were made to each applicable Vendor, and (3) evidence that such Reimbursement Payments were made not more than 60 days prior to earlier of: (x) the date of the Escrow Agreement, (y) the date of the Ordinance passed by the Lessee approving the Lease and this Escrow Agreement, or (z) the date on which Lessee declared its official intent to reimburse such Reimbursement Payments as required by the Internal Revenue Code of 1986, as from time to time amended

**Section 2.03.** Lessee shall furnish to Escrow Agent and Lessor as soon as available, a copy of the invoices, bills of sale and/or purchase orders for all Equipment subject to the Lease which Lessee has ordered and will seek a Reimbursement Payment or will order pursuant to the Lease showing the Contract Price and the estimated delivery date. On April 1, 2022 (as such date may be amended from time to time pursuant to Section 7.08 hereof, the "Escrow Date") the Escrow Agent shall pay to Lessor an amount equal to the entire remaining balance on deposit in the Purchase Fund including interest earnings contained therein, if any, less the amount equal to the Contract Price of all items of Equipment for which Escrow Agent has received a fully and properly completed Payment Request Form and which has not been paid. The amount paid to Lessor, pursuant to this Section, shall be applied to the Lease Payments and any other amounts due under the Lease, all as determined by Lessor. Upon payment as described in the preceding sentence, Lessor shall prepare a revised amortization schedule (which, absent manifest error, shall be effective without the consent of Lessee) reflecting such payment.

**Section 2.04.** Upon receipt of written notice from Lessor that an Event of Default has occurred and is continuing, the Escrow Agent shall transfer all other moneys held in the Purchase Fund to Lessor.

**Section 2.05.** The Escrow Agent shall only be responsible for the safekeeping and investment of the moneys held in the Purchase Fund, and the disbursement thereof in accordance with this Article, and shall not be responsible for the authenticity or accuracy of such certifications or documents, the application of amounts paid pursuant to such certifications by the persons or entities to which they are paid, or the sufficiency of the moneys credited to the Purchase Fund to make the payments herein required.

### **ARTICLE 3: MONEYS IN PURCHASE FUND; INVESTMENT.**

**Section 3.01.** The moneys and investments held by the Escrow Agent under this Escrow Agreement are irrevocably held in trust for the benefit of Lessee and Lessor, and such moneys, together with any income or interest earned thereon, shall be expended only as provided in this Escrow Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of either Lessee or Lessor. Lessor, Lessee and the Escrow Agent intend that the Purchase Fund constitute an escrow account in which Lessee has no legal or equitable right, title or interest until satisfaction in full of all conditions contained herein for the disbursement of funds by the Escrow Agent therefrom. However, if the parties' intention that Lessee shall have no legal or equitable right, title or interest until all conditions for disbursement are satisfied in full is not respected in any legal proceeding, the parties hereto intend that Lessor have a security interest in the Purchase Fund, and such security interest is granted by Lessee to Lessor pursuant to the Lease and hereby, to secure payment of all sums due to Lessor under the Lease. For such purpose, the Escrow Agent hereby agrees to act as agent for Lessor in connection with the perfection of such security interest and agrees to note, or cause to be noted, on all books and records relating to the Purchase Fund, Lessor's interest therein.

**Section 3.02.** Provided that the same complies with South Carolina law as permitted investments for Lessee, moneys in the Purchase Fund shall be held invested in the Goldman Sachs Financial Square Government Fund Service Shares or any other fund the Escrow Agent customary utilizes in their normal course of business as directed in writing by the Lessee.

#### **ARTICLE 4: ESCROW AGENT'S AUTHORITY**

**Section 4.01.** The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of any instrument deposited with it, nor as to the identity, authority or right of any person executing the same; and its duties hereunder shall be limited to those specifically provided herein.

**Section 4.02.** Unless the Escrow Agent is guilty of gross negligence or willful misconduct with regard to its duties hereunder, Escrow Agent shall be released from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Escrow Agreement. Solely from legally available funds, the Escrow Agent shall be reimbursed for any and all expenses, including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim. If such legally available funds are not available for the purposes of the foregoing sentence, the Escrow Agent shall be vested with a lien on all property deposited hereunder, for reasonable attorneys' fees, court costs, for any suit, interpleader or otherwise, or any other expenses, fees or charges of any character or nature, which may be incurred by the Escrow Agent by reason of disputes arising among Lessee and Lessor as to the correct interpretation of the Lease or this Escrow Agreement and instructions given to the Escrow Agent hereunder, or otherwise, with the right of the Escrow Agent, regardless of the instructions aforesaid, to hold the said property until and unless said additional expenses, fees and charges shall be fully paid.

**Section 4.03.** If Lessee or Lessor shall be in disagreement about the interpretation of the Lease or this Escrow Agreement, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, but shall not be required to, file an appropriate civil action to resolve the disagreement. Solely from legally available funds or property held hereunder, the Escrow Agent shall be reimbursed for all costs, including reasonable attorneys' fees, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under this Escrow Agreement until a final judgment in such action is received.

**Section 4.04.** The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of facts or errors of judgment, or for any acts or omissions of any kind unless caused by its negligence or misconduct.

#### **ARTICLE 5: ESCROW AGENT'S COMPENSATION.**

**Section 5.01.** Lessor hereby agrees to pay the Escrow Agent \$1,500 as annual compensation for the services to be rendered hereunder and will pay and/or reimburse the Escrow Agent upon request for all expenses, disbursements and advances, including reasonable attorneys' fees, incurred or made by it in connection with carrying out its duties hereunder. The Escrow Agent's fee shall be payable upon execution of this Escrow Agreement.

**ARTICLE 6: CHANGE OF ESCROW AGENT.**

**Section 6.01.** A national banking association located in the United States or a state bank or trust company organized under the laws of a state of the United States, qualified as a depository of public funds, may be substituted to act as Escrow Agent under this Escrow Agreement upon agreement of the parties hereto. Such substitution shall not be deemed to affect the rights or obligations of the parties. Upon any such substitution, the Escrow Agent agrees to assign to such substitute Escrow Agent its rights under this Escrow Agreement.

**Section 6.02.** The Escrow Agent or any successor may at any time resign by giving mailed notice to Lessee and Lessor of its intention to resign and of the proposed date of resignation, which shall be a date not less than 30 days after such notice is deposited in the United States mail with postage fully prepaid, unless an earlier resignation date and the appointment of a successor Escrow Agent shall have been or are approved by Lessee and Lessor.

**Section 6.03.** The Escrow Agent may appoint an agent to exercise any of the powers, rights or remedies granted to the Escrow Agent under this Escrow Agreement, and to hold title to property or take any other action which may be desirable or necessary.

**ARTICLE 7: ADMINISTRATIVE PROVISIONS.**

**Section 7.01.** The Escrow Agent shall keep complete and accurate records of all moneys received and disbursed under this Escrow Agreement, which shall be available for inspection by Lessee or Lessor, or the agent of any of them, at any time during regular business hours. The Escrow Agent shall provide such records to the Lessor and Lessee upon request and shall maintain a copy of such records for six years after the final disbursement from the Purchase Fund.

**Section 7.02.** All written notices to be given under this Escrow Agreement shall be given by mail to the party entitled thereto at its address set forth in the Lease and to the Escrow Agent at 2059 Springdale Road., Cherry Hill, New Jersey 08003, or at such address as the party may provide to the other parties hereto in writing from time to time. Any such notice shall be deemed to have been received 72 hours after deposit in the United States mail in registered form, with postage fully prepaid.

**Section 7.03.** This Escrow Agreement, together with Exhibits and Attachments hereto, constitutes the entire agreement of the parties relative to the Purchase Fund. This Escrow Agreement shall be construed and governed in accordance with the laws of the State.

**Section 7.04.** Any provisions of this Escrow Agreement found to be prohibited by law shall be ineffective only to the extent of such prohibition and shall not invalidate the remainder of this Escrow Agreement or the Lease.

**Section 7.05.** This Escrow Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

**Section 7.06.** This Escrow Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

**Section 7.07.** This Escrow Agreement shall terminate upon disbursement by the Escrow Agent of all moneys held by it hereunder.

**Section 7.08.** The terms of this Escrow Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the parties hereto, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the day and year first written above.

TD EQUIPMENT FINANCE, INC., Lessor

TD BANK, N.A., Escrow Agent

By: \_\_\_\_\_

By: \_\_\_\_\_

Title:

Betsy Smith  
Title: Assistant Vice President

Address: 2059 Springdale Road  
Cherry Hill, NJ 08003

Address: 2059 Springdale Road  
Cherry Hill, NJ 08003

Telephone: (856) 685-5244  
Fax: (856) 533-1022

Telephone: 856-685-5141  
Fax: 856-685-5267

Lessee: CITY OF CHARLESTON, SOUTH CAROLINA

By: \_\_\_\_\_

Name: Amy K. Wharton  
Title: Chief Financial Officer  
Address: 116 Meeting Street  
Charleston, SC 29401

Telephone: 843-579-7596  
Fax: 843-720-3901

EXHIBIT A TO ESCROW AGREEMENT  
LEASE # 40159951 ESCROW # TBD  
Payment Request Form No. \_\_\_\_\_

TD Bank, N.A., Escrow Agent under an Escrow Agreement dated as of April 1, 2020, by and among the said Escrow Agent, TD Equipment Finance, Inc. ("Lessor"), and the City of Charleston, South Carolina, as lessee ("Lessee") is hereby requested to pay, from the Purchase Fund held under said Escrow Agreement, to the persons, firms or corporations designated below as payee, the amount set forth opposite each such name, in payment of the contract price of the Equipment designated opposite such payee's name and account and described on the attached page(s). The Equipment comprises a portion of the Equipment described in Exhibit A (the "Schedule") to the Lease described in the Escrow Agreement. Subject to the requirements set forth in the Escrow Agreement, it is specifically understood that such payments hereunder may be made in the form of a reimbursement to Lessee for payments of the Contract Price it has previously made.

<u>Payee Name/ Address</u>	<u>Amount</u>	<u>Invoice No.</u>	<u>Equipment</u>
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Remit to Address (Required)

\$ \_\_\_\_\_ REQUISITION # \_\_\_\_\_ TOTAL

The undersigned hereby certifies that attached hereto is a duplicate original or certified copy of the following documents relating to the order, delivery and acceptance of the Equipment described in this Payment Request Form: (1) a Vendor's payment requisition and (2) Lessee's acceptance certificate relating to the Equipment in the form prescribed by the Lease described in the Escrow Agreement; provided that if the payment is a progress payment no separate acceptance certificate shall be required, and if the payment is for less than all of the Equipment on the Equipment Schedule and is not the final payment with respect to Equipment covered by the Equipment Schedule, Lessee shall only be required to furnish an acceptance certificate in the form attached hereto as Exhibit 1.

Dated \_\_\_\_\_, \_\_\_\_\_

Received and Approved:

Lessee:  
CITY OF CHARLESTON, SOUTH CAROLINA

Lessor  
TD EQUIPMENT FINANCE, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**\*\*\*All above information must be completed and is required when submitting your requisition(s) for payment(s). This is for accuracy and compliance reasons \*\*\***

**RIDER NO. 1 TO LEASE AGREEMENT**

The terms and conditions of this Rider No. 1 are hereby incorporated into the Lease Agreement ("Lease Agreement"), dated April 1, 2020 by and between TD Equipment Finance, Inc. ("Lessor") and the City of Charleston, South Carolina ("Lessee"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Agreement.

1. In order to assure the availability of moneys to reimburse Lessee and/or pay the cost of the Equipment and facilitate the acquisition of the Equipment pursuant to the Lease Agreement, Lessor and Lessee have agreed that the amount needed for this purpose will be deposited by Lessor in an account at TD Bank, N.A. to be held in escrow and Lessor and Lessee will enter into an escrow agreement substantially in the form attached hereto (the "Escrow Agreement").

2. In consideration of the execution of the Lease Agreement and Escrow Agreement, Lessor and Lessee agree that within ten (10) days after the execution of the Lease Agreement and Escrow Agreement and the delivery to Lessor by Lessee of all documents required to be delivered upon execution of the Lease Agreement, Lessor shall deposit or cause to be deposited with Escrow Agent for credit to the Purchase Fund the sum of \$1,600,000.00 (the "Escrow Deposit"), which shall be held, invested and disbursed in accordance with the Escrow Agreement. The Escrow Deposit shall be repaid to Lessor as part of the Rental Payments due under the Lease Agreement. The Escrow Deposit by the Lessor constitutes the Lease Proceeds made available by Lessor to Lessee under paragraph 3 of the Lease Agreement. Payment or reimbursement of the cost of the Equipment will be made from disbursements from the Purchase Fund pursuant to the provisions of the Escrow Agreement. Lessee further agrees that funds held under the Escrow Agreement secure the payment of all Lease Payments and other obligations of Lessee under the Lease, and, notwithstanding any other provisions of the Lease, Lessee hereby pledges, grants and assigns to the Lessor security interest in the Escrow Account and all funds held therein. In addition to the remedies set forth in paragraph 12 of the Lease Agreement, if an Event of Default shall have occurred and be continuing, and Lessor shall have declared the unpaid Lease Payments immediately due and payable as provided in paragraph 12 of the Lease Agreement, Lessor shall have the right to direct the Escrow Agent to pay over to Lessor the full amount of funds then on deposit in the Escrow Account, to be applied to Lessee's obligations to Lessor under the Lease.

3. It is expressly agreed by the parties that this Rider is supplemental to the Lease Agreement which is by reference made a part hereof and all the terms and conditions and provisions thereof unless specifically modified herein, are to apply to this Rider and are made a part of this Rider as though they were expressly rewritten.

4. In the event of any conflict, inconsistency or incongruity between the provisions of this Rider and any of the provisions of the Lease Agreement, the provisions of this Rider shall in all respects govern and control.

IN WITNESS WHEREOF, the undersigned parties have executed this Rider as of the \_\_\_ day of \_\_\_\_\_.

**Lessee**  
CITY OF CHARLESTON, SOUTH CAROLINA

**Lessor**  
TD EQUIPMENT FINANCE, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Amy K. Wharton

Name: \_\_\_\_\_

Title: Chief Financial Officer

Title: \_\_\_\_\_

**MONEY MARKET DISCLOSURE AND AUTHORIZATION**

**GOLDMAN SACHS FINANCIAL SQUARE GOVERNMENT FUND  
SERVICE SHARES  
CUSIP# 38141W257 FUND# 467**

**CLIENT: CITY OF CHARLESTON, SOUTH CAROLINA**  
**ISSUE: Lease # 40159951**

**DISCLOSURE**

Goldman Sachs Financial Square Government Fund Service Shares (the "Fund") is an open-end management Investment Company registered under the Investment Company Act of 1940. The Fund is not sponsored by TD Bank, National Association, or any of its affiliates. The Fund is not endorsed or guaranteed by, and does not constitute obligations of TD Bank, National Association or its affiliates and are not considered insured deposits by the FDIC. The Fund is distributed and advised by Goldman, Sachs & Co., New York, New York. The advisor reimburses TD Bank, National Association for its administrative services rendered to the Fund at a maximum annual rate of 0.58 of 1% of TD Bank's aggregate average daily net assets in the Fund.

**AUTHORIZATION**

With respect to the above referenced Issue of the Client, TD Bank, National Association is hereby authorized and directed to invest trust account cash balances pending Investment or distribution in Goldman Sachs' Financial Square Government Fund Service Shares. We hereby acknowledge the prospectus for the Fund.

**CLIENT:**  
**CITY OF CHARLESTON, SOUTH CAROLINA**

**Authorized Signer:**

\_\_\_\_\_  
Amy K. Wharton, Chief Financial Officer

Dated: April 1, 2020



## FIDUCIARY AND AGENCY ACCOUNT SERVICES

One of our goals in serving your financial needs is to make sure you understand the products and services provided by TD Bank, N.A (TD Bank) and its affiliates. The following contains important information about your accounts with TD Bank.

Please read each item below carefully. Information is subject to change without notice. If you have any questions, or require additional assistance, please contact your TD Bank Trust or Investment Advisor.

### Securities and Investments: Not FDIC Insured • No Bank Guarantee • May Lose Value

#### WHO WE ARE

TD Private Client Group is a unit of TD Wealth® in the United States, which is a business of TD Bank N.A., member FDIC (TD Bank). TD Bank is a subsidiary of TD Bank US Holding Company. TD Bank US Holding Company is a subsidiary of TD Group US Holdings LLC. TD Group US Holdings LLC is a subsidiary of The Toronto-Dominion Bank (“the Bank”). TD Private Client Group provides its clients access to bank and non-bank products and services. Banking, custody, investment, and trust services are available through TD Bank. Securities and investment advisory products are available through TD Private Client Wealth LLC, member FINRA/SIPC (“TDPCW”). TDAM USA, Inc. (“TDAM USA”) and Epoch Investment Partners, Inc. (“Epoch”) are federally registered investment advisers that provide investment management services to TD Bank and its clients. TD Bank, TDPCW, TDAM USA, and Epoch are affiliates.

#### WHAT WE DO

**Services Provided.** TD Bank provides a wide range of services for individuals, trusts, estates, not-for-profit organizations, endowments, foundations, qualified plans, partnerships, corporations, and other entities, including: (i) serving as agent, investment advisor or investment manager; (ii) acting as trustee of revocable and irrevocable trusts; (iii) acting as executor or personal representative of estates; (iv) serving as custodian or trustee of Individual Retirement Accounts (IRAs) and employee benefit plans; (v) providing institutional services, including custodial and asset management services, for corporations, nonprofit foundations, endowments, and other institutions; and (vi) providing safekeeping and custodial services for securities as well as physical assets.

**Fiduciary Services.** TD Bank provides fiduciary services for trusts, which may involve managing investments. Our investment management services are provided either on a sole discretionary basis (not requiring Client’s approval of investment decisions) or on a shared discretionary basis (requiring a co-trustee’s preapproval of investment decisions). In connection with the provision of fiduciary services, we may also receive personal or commercial real estate interests and other non-exchange-traded assets to be held and/or managed as a fiduciary, subject to the terms of the governing document and applicable fiduciary appointment. We reserve the right to refuse, or to terminate, any fiduciary appointment at our sole

discretion, subject to the terms of the applicable governing instrument(s), or to condition such appointment on appropriate indemnification of TD Bank.

**Agent for Fiduciary Account Services.** TD Bank provides discretionary investment management services as agent of a fiduciary (for example, a trustee of a trust, an ERISA plan fiduciary, or the executor of an estate). In a discretionary investment agency account, TD Bank usually has sole authority to purchase and sell assets and execute transactions for the benefit of the principal, subject to investment policy guidelines established in the investment agency contract.

**Investment Management Services.** Within fiduciary and agency accounts, TD Bank will tailor the services to the individual needs of the account, primarily through the analysis performed for each Client and for each recommended investment solution. A TD Bank Advisor will work closely with the Client to assess the financial circumstances associated with the account, including investment objectives, goals, time horizon, risk tolerance and other relevant information. Based on the information gathered, the TD Bank Advisor will provide a recommendation that seeks to meet the specific circumstances of the account. Clients are able to impose reasonable restrictions on securities, asset classes, holdings or any other reasonable restriction they would like to impose on their portfolios. For example, Clients have the ability to direct us not to invest their assets in or recommend investments in affiliated products, subject to reasonable restrictions. Clients may give TD Bank either full discretion with no special guidelines (“Sole Authority”) or may include guidelines or restrictions to be applied to their accounts (“Shared Authority”).

#### OUR INVESTMENT STRATEGIES

TD Bank provides investment management services to its Clients through a proprietary, closed-architecture platform that utilizes the following proprietary or affiliated investment solutions: (1) a series of proprietary model portfolios created and managed by our affiliates TDAM USA and/or Epoch (“Model Portfolios”); (2) various packaged strategies consisting of one or more Model Portfolios and additional module components, such as affiliated and non-affiliated mutual funds and/or selected non-modeled assets, that provide access to specific assets or asset classes that are not available through a

Model Portfolio (“TD Bank Modules”); (3) TD Bank mutual fund models or exchange-traded fund models (“TD Bank Models”); or (4) portfolios of non-modeled assets. The TD Bank investment strategies are described more fully below. Ask your TD Bank Advisor if you have any questions regarding your investment strategy.

**Model Portfolios.** The Model Portfolios include the following proprietary model portfolios created and managed by our affiliates TDAM USA and/or Epoch:

- *TDAM USA Model Portfolios*

The TDAM USA Model Portfolios are a series of fixed-income model portfolios designed and managed by our affiliate, TDAM USA, Inc. The TDAM USA Models invest in fixed income assets including corporate bonds, mortgage-backed securities and asset-backed securities, and fixed income securities issued by the U.S. government or its agencies. The TDAM USA Models provide various model portfolios for different investment goals, objectives, and risk tolerances and are designed for Clients seeking a long-term approach to investment planning. If you would like more information about TDAM USA, or to request a courtesy copy of the TDAM USA Form ADV, please contact your TD Bank Advisor.

- *Epoch Model Portfolios*

The Epoch Models are a series of equity Model Portfolios designed and managed by our affiliate, Epoch Investment Partners, Inc. The Epoch Models invest in equity securities of companies that Epoch believes are capable of generating free cash flow and effectively allocating capital—two traits Epoch believes help predict long-term shareholder return. The Epoch Models provide various model portfolios for different investment goals, objectives, and risk tolerances and are designed for Clients seeking a long-term approach to investment planning. If you would like more information about Epoch, or to request a courtesy copy of the Epoch Form ADV, please contact your TD Bank Advisor.

**TD Bank Modules.** The TD Bank Modules are portfolios that are created and managed by TD Bank and your TD Bank Advisor which consist of any combination of one or more Model Portfolios and additional module component strategies that include affiliated and non-affiliated mutual funds and/or selected non-modeled assets. TD Bank Modules are available for clients that seek access to asset classes, securities, and investment strategies that are not available through a Model Portfolio. Clients may be invested in TDAM USA Models and/or Epoch Models as part of the TD Bank Modules. If you would like more information about TDAM USA and/or Epoch, or to request a courtesy copy of the TDAM USA and/or Epoch Form ADV, please contact your TD Bank Advisor.

**TD Bank Models.** The TD Models include the following mutual fund models (“TD Managed Portfolios”) and exchange-traded fund models (“TD Asset Allocation Portfolios”):

- *TD Managed Portfolios*

The TD Managed Portfolios consist of a variety of mutual fund models created and managed by TD Bank using affiliated and non-affiliated mutual funds. Within the TD Managed Portfolios, TD Bank provides guidance on asset allocation for a range of investment goals and risk tolerances and seeks to provide model portfolios for different investment goals, objectives, and risk tolerances. The TD Managed Portfolios are designed for Clients seeking a long-term approach to investment planning. The TD Managed Portfolios utilize both a strategic and tactical approach to asset allocation. Tax efficient and retirement-focused strategies are also available within the TD Managed Portfolios:

- *TD Tax Advantaged Portfolios* are designed for clients seeking a tax efficient mutual fund portfolio;
- *TD Retirement Portfolios* are design for clients seeking a mutual fund portfolio focused on long term retirement planning.

- *TD Asset Allocation Portfolios*

The TD Asset Allocation Portfolios are created and managed by TD Bank using affiliated and/or non-affiliated exchange traded funds (“ETFs”). TD Bank provides guidance on asset allocation for a range of investment goals and risk tolerances. The TD Asset Allocation Portfolios seek to provide model portfolios for different investment goals, objectives, and risk tolerances and are designed for Clients seeking a long-term approach to investment planning. The TD Asset Allocation Portfolios utilize both a strategic and tactical approach to asset allocation.

## **PRODUCT SELECTION AND EVALUATION**

**Method of Analysis.** A TD Bank Advisor generally meets with Clients to discuss the applicable financial circumstances, goals, and objectives of the account. TD Bank uses the information provided by the Client to assess the account’s risk profile and investment objectives and to develop recommendations about asset allocation and Portfolio construction. TD Bank relies solely on the information that the Client and/or their designated agents and representatives provide to us. We do not independently verify such information. Accordingly, Clients should ensure that the information provided is accurate and complete. If the Client should experience any changes to their financial situation, investment objectives or otherwise that would require a modification to the account’s risk profile, the Client should notify their TD Bank Advisor in a timely manner.

In conjunction with or on behalf of clients, TD Bank may select among various investment choices, including Model Portfolios, TD Bank Modules, TD Bank Models, or portfolios of non-modeled assets. Investment choices for the account(s) are subject to a due diligence process by our investment professionals and affiliated research teams. We make recommendations only after we have reviewed your investment goals and risk tolerance and come to a conclusion that the recommended investment strategy is appropriate for you. We will provide on-going investment advice to you and routinely

monitor your investments to confirm that they remain consistent with the account's objectives and risk tolerance.

**Investment Selection and Evaluation.** TD Bank employs the following approach to selecting Model Portfolios, mutual funds, and ETFs (collectively, "Products") for inclusion as an investment option within the TD Bank Platform (the "Select List").

- o *TD Bank Models and TD Bank Modules*

TD Bank relies on its affiliate, TDAM USA, to provide research, analysis, and due diligence services on behalf of TD Bank for all non-affiliated, third-party mutual funds and ETFs, and to provide recommendations of such mutual funds and ETFs for inclusion within the Select List. TD Bank performs research, analysis, and due diligence of all affiliated mutual funds and ETFs, including but not limited to the TDAM USA Funds (defined below). The overall analysis performed by TD Bank and TDAM USA is based on sophisticated quantitative measures and qualitative assessment.

The analysis of each mutual fund and ETF is presented to the TD Bank Product Review Committee ("Oversight Committee"), a committee of TD Bank business leaders and risk officers, who review and approve Products for inclusion on the Select List. The Oversight Committee will review TDAM USA's and/or TD Bank's analysis to determine whether the Product is appropriate for inclusion on the Select List. The members of the Oversight Committee approve all Products by majority vote. Certain control-group personnel have veto authority.

TD Bank has a conflict of interest when reviewing affiliated Products under the screening and review process because including affiliated Products on the Select List will increase investments in affiliated Products which is more profitable to the Bank, and/or its affiliates. TD Bank prefers to include affiliated Products on the Select List and to invest Client assets in affiliated Products where appropriate.

- o *TDAM Model Portfolios and Epoch Model Portfolios*

TD Bank has engaged its affiliates TDAM USA and Epoch to provide investment management services to its clients through the TDAM USA Models and Epoch Models. TD Bank has access and insight into the organizational structure, investment team history, risk management culture, investment philosophy, and analytical process of TDAM USA and Epoch, and believes that TDAM USA and Epoch provide a level of expertise and skill that is appropriate to provide investment management services to its clients. TD Bank performs due diligence on all TDAM Models and Epoch Models and presents its analysis to the Oversight Committee for review.

Clients may direct us not to invest their assets in or recommend investment in affiliated Products or the TDAM Models and Epoch Models. If you direct us not to invest your assets in or recommend investment in affiliate Products or the TDAM Models and Epoch Models, your investment options will be limited to certain TD Bank Models and non-modeled assets.

**Investment Monitoring.** TD Bank relies on TDAM USA to provide ongoing due diligence and monitoring services on behalf of TD Bank for all non-affiliated, third-party mutual funds and ETFs on the Select List. TD Bank performs ongoing due diligence and monitoring of all affiliated asset managers, Model Portfolios, mutual funds, and ETFs on the Select List. The ongoing due diligence, monitoring, and review process are applied to all affiliated and non-affiliated Products on the Select List and include annual manager interviews, ongoing monitoring, and quarterly and annual performance reviews. TD Bank has a conflict of interest when reviewing affiliates because investments in affiliated Products are more profitable to the Bank, and/or its affiliates, and retention on the Select List will increase compensation to the Bank and/or its affiliates. TD Bank has greater access and insight into the organizational structure, investment team history, risk management culture, investment philosophy, and analytical process of affiliated Products and favors retention of affiliated Products on the Select List.

## **ASSET ALLOCATION & PORTFOLIO CONSTRUCTION**

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**Asset Allocation.** TD Bank helps clients determine an appropriate asset allocation to pursue their stated investment goals, objectives and risk appetite. TD Bank has developed strategic asset allocation models that are designed to pursue different investment goals, objectives and risk tolerances based on its long-term outlook for various asset classes. Each model includes different allocations for asset classes (such as equity/ fixed income) and style exposures (such as growth/value). The strategic asset allocation models are determined using a number of analytical tools and consider a variety of factors including historical rates of return and risk for a broad range of asset classes, correlation across asset classes and downside risk metrics. TD Bank receives asset allocation advice from its affiliate, TDAM USA, when developing strategic asset allocations for the TD Bank portfolios; however, TD Bank, and not TDAM USA, will ultimately determine the appropriate asset allocation framework for the TD Bank portfolios.

Clients may also select an investment strategy that utilizes tactical asset allocation adjustments. In those strategies, the asset allocation models may be tactically adjusted where appropriate to respond to changing market conditions, to pursue market opportunities, and/or to reflect TD Bank's shorter-term outlook for the financial markets and asset classes. The tactical asset allocation is set by TD Bank with support from the TD Wealth Asset Allocation Committee ("WAAC"), a committee of the global TD Wealth organization. The WAAC formally meets at least monthly to consider macro-economic conditions as well as valuation drivers across appropriate markets. Following each meeting, the WAAC's positioning, rationale, and recommended asset allocation adjustments are communicated to TD Bank for the benefit of client accounts. WAAC insights and recommendations are evaluated by TD Bank for adoption after considering the impact to client portfolios. If TD Bank determines that a tactical change to the

asset allocation policy is appropriate, TD Bank will determine the appropriate timing and implementation of the tactical asset allocation adjustments and effect any necessary changes.

**Portfolio Construction.** Your TD Bank Advisor will work with you to construct a portfolio that is appropriate based on the selected asset allocation. Clients may work with a TD Bank Advisor to select one or more Model Portfolios or create a TD Bank Module that is in line with the selected asset allocation. Clients may also select a TD Bank Model that invests in mutual funds and/or ETFs according to the selected asset allocation, as described below.

o *TDAM Model Portfolios and Epoch Model Portfolios*

The underlying securities within the Model Portfolios are determined by TDAM USA and/or Epoch based on their discretion. TDAM USA has full discretion to implement the TDAM USA Models. Epoch has discretion to construct the Epoch Models, but TD Bank determines whether to adopt and implement the Epoch Models in Clients' accounts in part or in whole. The TD Bank Advisor will use the TDAM USA Models and Epoch Models as individual components of the Client's portfolio based on their selected asset allocation. The TDAM Model Portfolios and Epoch Model Portfolios are evaluated and monitored by TD Bank on an ongoing basis using the Investment Monitoring process described above. If you would like more information about TDAM USA and/or Epoch, or to request a courtesy copy of the TDAM USA and/or Epoch Form ADV, please contact your TD Bank Advisor.

o *TD Bank Modules*

The investments within the TD Bank Modules are determined by TD Bank and your TD Bank Advisor based on their discretion. The TD Bank Advisor will use TDAM USA Models, Epoch Models, various mutual funds and/or non-modeled assets as individual components within the Client's portfolio based on their selected asset allocation. The underlying products within the TD Bank Modules are evaluated and monitored by TD Bank on an ongoing basis using the Investment Monitoring process described above.

o *TD Bank Models (Mutual Fund Models & Asset Allocation Models)*

Within the TD Bank Models, asset allocation strategies are executed by combining the asset allocation appropriate for each Client's risk appetite, goals and objectives with the Firm's investment selections. The investment selection for the TD Bank Models is determined using a number of proprietary analytical tools and considers a variety of factors including historical rates of return and risk for a broad range of asset classes, correlation across asset classes and downside risk metrics. The TD Bank Models may include allocations to affiliated mutual funds and/or ETFs. Each investment selected within the TD Bank Models is screened and reviewed using the Investment Selection and Evaluation process described above. When constructing the TD Bank Models, TD Bank seeks guidance from its affiliate, TDAM USA, regarding portfolio

allocation and optimization within firm-established guidelines. TDAM USA insights and recommendations are considered by TD Bank for implementation within the TD Bank Models. TD Bank, and not TDAM USA, will ultimately determine the appropriate construction of the TD Bank Models and execute changes where appropriate based on market conditions, investment performance, and changes in the firm's asset allocation policy, investment strategy, or investment outlook.

## **PORTFOLIO IMPLEMENTATION**

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TD Bank relies on the services of its affiliate, TDAM USA, to execute securities transaction and implement investment portfolios. Once TD Bank selects investments in the Model Portfolios, TD Bank Modules, TD Bank Models or non-modeled assets for specific TD Bank clients, TDAM USA assumes various responsibilities for managing the portfolios in accordance with guidelines and restrictions provided by TD Bank and, as applicable, participating clients. TDAM USA provides trading and portfolio implementation services for all TD Bank clients, whether invested in Model Portfolios, Modules, TD Bank Models, or non-modeled assets. TDAM USA provides trading services to TD Bank and its clients by arranging, on a discretionary basis, for the execution of all orders for each participating TD Bank client account. With respect to the TD Bank Models, TDAM USA's role consists primarily of administrative processing services related to the purchase or sale of approved mutual fund and ETF shares.

## **FEES AND COMPENSATION**

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**Services Involve Costs, Fees, and Expenses.** TD Bank provides various trust and other fiduciary-related services related to your account(s) and charges fees, costs, and expenses for these services. You pay annual account fees based on a percentage of the value of assets in your account(s). Asset-based account fees include investment management, trustee, custody and/or other fiduciary-related services. TD Bank does not impose a minimum dollar value of assets for establishing or maintaining an account. However, we do charge a minimum fee. Additional fees or charges are assessed for additional services or expenses depending on the type of account, including but not limited to legal fees, administrative fees, distribution fees, wire transfer fees, transaction fees and commissions, tax preparation fees, and accounting fees. TD Bank maintains a standard fee schedule that is provided at account opening and may be updated without prior notice to you. TD Bank may enter into individualized fee arrangements based on, among other things, the type and size of the relationship and the complexity of the services provided. Please refer to the TD Bank fee schedule provided to you at account opening for specific rates or contact your TD Bank Advisor for more information.

**Additional Fees.** You may incur additional fees and charges imposed by custodians, brokers, investment managers, and other third parties which may include, but are not limited to

management and other fees charged by affiliated and non-affiliated mutual fund managers, deferred sales charges, odd-lot differentials, transfer taxes, and other fees and taxes on brokerage accounts and securities transactions. Clients who select investment fund vehicles such as open-ended mutual funds and exchange traded funds are charged all internal management fees and other expenses charged by the funds. All material fund-related fees should be disclosed in each fund's prospectus and are exclusive of and in addition to TD Bank account fees. TD Bank receives no portion of these fund management fees or commissions, but may receive a portion of the shareholder, administrative, recordkeeping and/or other service fees paid by the funds. TD Bank is compensated by funds for the shareholder, administrative, recordkeeping and/or other services we provide to funds by a fee of up to 40 basis points (0.40 percent) of the market value of the investment in these funds. TD Bank is not compensated for the shareholder, administrative, recordkeeping and/or other services we provide to mutual funds and ETFs invested in ERISA accounts, Individual Retirement Accounts, or trust accounts in New York State. Please see each applicable prospectus for specific details about the shareholder servicing fees and the method of calculation.

**Soft Dollars.** TD Bank clients pay execution fees for security transactions that benefit TDAM USA in the form of soft dollars. TDAM USA uses discretion to direct securities transactions to certain broker and may cause a Client to pay a brokerage commission that is in excess of what another broker might have charged for effecting the same transaction, in recognition of the value of the brokerage and/or research products and services provided by the specific broker. Brokerage and research products and services provided to TDAM USA by a broker-dealer or third party service provider may include, among other things, advice as to the value of securities and the advisability of effecting transactions in securities; analyses and reports concerning securities, issuers, industries and portfolio strategies or economic or political factors and trends that may have an impact on the value of securities or investment strategies; seminars and conferences; databases and software including, but not limited to, quantitative analytical software; market data from feeds or databases; post-trade analytics; execution management systems and order management systems (to the extent they help arrange or effect a securities transaction); algorithmic trading software and market data (to the extent they assist in the execution of orders); and custody, clearing and settlement services that are directly related to an executed order that generated commissions. The brokerage and research products and services provided by a broker-dealer may be proprietary and/or provided by a third party (i.e., originates from a party independent from the broker that provided the execution services). Please refer to the Investment Adviser Brochure for TDAM USA, available from your TD Bank Advisor, for further information regarding soft dollars and other payments related to TDAM USA's implementation service.

**Cash Management.** TD Bank may utilize a TD Bank money market deposit account for balances up to the FDIC insured limit. For balances over the FDIC insured limit, or for a more

favorable rate, TD Bank may use one or more money market mutual funds offered by third parties or affiliates of TD Bank, including TD Asset Management USA Funds Inc. For administrative services to any such fund, TD Bank is compensated at an annual rate of up to 30 basis points (0.30 percent) of the market value of the investment in any such fund. A prospectus of the fund(s) selected for the account is available by contacting your TD Bank Advisor. TD Bank is not compensated for the shareholder, administrative, recordkeeping and/or other services we provide to these funds invested in ERISA accounts, Individual Retirement Accounts, or trust accounts in New York State.

**Your Financial Professionals are Compensated Based on your Account Relationship.** TD Bank's financial professionals receive salary compensation. Their bonuses are calculated on a number of factors, one of which is based on the opening, retention, and size of your account relationship. You should feel free to ask your financial professional about the compensation paid based on your account relationship.

## **OUR RELATIONSHIP WITH AFFILIATES**

Described below are potential conflicts of interest related to TD Bank's service of your accounts.

**Certain Affiliates are Paid for Services.** TD Bank has relationships with, and may utilize, suggest or recommend the services of, various TD-affiliated entities, including TDAM USA, Epoch, TD Asset Management USA Funds Inc., TD Ameritrade, Inc. ("TD Ameritrade"), and TD Securities (USA) LLC ("TD Securities (USA)"). These affiliates receive compensation directly or indirectly for the products or services they provide. Account fees will not be higher as a result of these relationships.

**Investments in Affiliated Mutual Funds.** Subject to client investment guidelines and applicable law, TD Bank may use its discretion to invest your assets in or recommend investment in an affiliated investment vehicle, including TD Asset Management USA Funds Inc. ("TDAM USA Funds"), a family of open-end mutual funds registered under the Investment Company Act of 1940 that are managed and/or sub-advised by our affiliate TDAM USA and/or our affiliate Epoch, and ETFs managed or sub-advised by TDAM USA and/or Epoch (collectively, "Affiliated Funds").

TDAM USA and/or Epoch receive management and/or advisory fees based on the amount of assets the Client invests in Affiliated Funds. These fees are paid by the Affiliated Fund, but are ultimately borne by you and are in addition to the account fees you pay to TD Bank for our services. TD Bank is compensated for the shareholder, administrative, recordkeeping and/or other services we provide to these funds by a fee of up to 40 basis points (0.40 percent) of the market value of the investment in these Affiliated Funds. TD Bank is not compensated for the shareholder, administrative, recordkeeping and/or other services we provide to Affiliated Funds invested in

ERISA accounts, Individual Retirement Accounts, or trust accounts in New York State. Please see each applicable prospectus for specific details about the shareholder servicing fees and the method of calculation.

TD Bank has a conflict of interest in recommending Affiliated Funds and using discretion to invest Client assets in Affiliated Funds because investing in Affiliated Funds is generally more profitable to the Bank and its affiliates than investing in non-affiliated funds. These conflicts are managed through the oversight, due diligence, and monitoring process discussed above. TD Bank favors Affiliated Funds unless it thinks that non-affiliated funds offer substantially differentiated portfolio construction benefits. You may direct TD Bank not to invest your assets in or recommend to you Affiliated Funds, subject to reasonable restriction, by contacting your TD Bank Advisor.

**Investment Management, Model Management, and Portfolio Implementation Services by Affiliates.** TD Bank has appointed TDAM to perform certain portfolio management and advisory services on its behalf. The proportion of your portfolio that is subject to investment management by TDAM USA may be as much as 100 percent. TDAM USA creates the TDAM USA Models which provide TD Bank clients with discretionary management of fixed-income assets. TDAM USA also has limited discretionary authority over the selection of municipal bonds for TD Bank clients as non-modeled assets. TD Bank charges clients an asset-based account fee for investment management services. TDAM USA receives a portion of this asset-based fee, up to a maximum of 13 basis points (0.13 percent), based on the amount of assets TDAM USA participates in advising. TD Bank also pays TDAM USA a portion of its asset-based fees, up to a maximum of 10 basis points (0.10 percent), for providing portfolio implementation services to clients invested in the Model Portfolios, TD Bank Modules, TD Bank Models, and non-modeled assets.

Where TDAM USA provides investment management services to ERISA plan or IRAs, TDAM USA acknowledges that it is a fiduciary and that, in performing certain portfolio management services, it expects to rely on Prohibited Transaction Class Exemption 84-14 or any successor exemption, to the extent applicable.

TD Bank has engaged Epoch to provide the Epoch Model Portfolios. Within the Epoch Models, Epoch has discretion to change the composition of the model, but does not have discretion over the implementation of the model or the management of your specific portfolio. The portion of your portfolio that may be invested in an Epoch Model may be as much as 100 percent. TD Bank charges clients an asset-based account fee for investment management services. Epoch receives a portion of this asset-based fee, up to a maximum of 13 basis points (0.13 percent), based on the amount of assets invested in the Epoch Models.

The fees paid to TDAM USA and Epoch do not increase the account fees you pay to TD Bank for services. However, this creates a conflict of interest because investment management

services provided by affiliates are generally more profitable to TDAM USA, Epoch, the Bank, and/or its affiliates than receiving investment management services from third parties. TD Bank has engaged TDAM USA and Epoch to provide investment management services because it believes that TDAM USA and Epoch provide investment management services that are appropriate for your account. TD Bank provides ongoing oversight, due diligence and performance reviews of TDAM USA and Epoch to monitor the investment management services provided to your account.

**Affiliate Access and Training.** TD Bank personnel receive a broader level of access to, and support and training from, certain management persons and employees of TD Bank affiliates than they receive from non-affiliates. TD Bank personnel's access to affiliates includes access to executives, support from product specialists, detailed product training, relevant product information, and participation in marketing events. TD Bank does not receive comparable access to non-affiliated asset managers and product providers. TD Bank Advisor's enhanced familiarity with affiliated Products may result in TD Bank Advisors making more frequent recommendations of affiliated Products than non-affiliated Products. TD Bank Advisors do not receive greater compensation recommending or directing investment in affiliated Products.

**Different advice.** TD Bank, TDAM USA, Epoch, and their affiliates may give different advice, take different action, receive more or less compensation, or hold or deal in different securities for any other party, client or account (including their own accounts or those of their affiliates) from the advice given, actions taken, compensation received or securities held or dealt for your account(s).

**Use of Seed Capital.** The Toronto-Dominion Bank, TDAM, or one of its affiliates may provide seed capital in order to establish a TDAM USA Fund and/or allow it to operate. This type of investment is intended to be temporary pending purchases by unrelated investors and is not made for the purpose of earning investment returns. As a result, the Bank, TDAM, or one of its affiliates may hedge a seed capital investment in a TDAM USA Fund, including by short selling exchange-traded funds or the individual securities held by a TDAM USA Fund.

The Toronto-Dominion Bank, TDAM, or its affiliates may redeem all or a part of its seed capital in a TDAM USA Fund at any time, without notice. TD Bank may exercise its discretionary authority, where applicable, in order to invest the client assets in securities of a TDAM USA Fund and this may occur without notice concurrently with the withdrawal of all or a part of the seed capital by the Bank, TDAM, or one of its affiliates from the same TDAM USA Fund.

**TD Securities Inc.** TD Securities Inc. ("TD Securities"), an affiliate of TD Bank, owns an equity interest in TMX Group Limited ("TMX") and has a nominee director serving on the board thereof. As such, TD Securities may be considered to

have an economic interest in the listing and trading of securities on an exchange owned or controlled by TMX, including the Toronto Stock Exchange, the TSX Venture Exchange and Alpha Exchange, and in the clearing, settlement and depository services provided by The Canadian Depository for Securities and its affiliates. No person or company is required to obtain products or services from TMX or its affiliates as a condition of TD Securities or its affiliates continuing to supply a product or service.

**Trading or Issuing Securities in, or Linked to Securities in, Client Accounts.** TD Bank affiliates, including TD Securities, TD Securities (USA), TD Ameritrade, and their affiliates, may provide bids and offers, and may act as principal market maker, in respect of the same securities held in client accounts. TD Securities, TD Ameritrade, and their affiliates and employees may hold a position (long or short) in the same securities held in client accounts. TD Securities and/or their affiliates are regular issuers of traded financial instruments linked to securities that may be purchased in client accounts. From time to time, the trading of TD Securities and/or its affiliates may be detrimental to securities held by a client and thus create a conflict of interest.

**Services Provided by Affiliates to Other Clients.** TD Securities, TD Securities (USA), Epoch, TDAM USA, TD Ameritrade and its affiliates, and other affiliates of TD Bank may provide a variety of services (including research, brokerage, asset management, trading, lending and investment banking services) for each other, and for various clients (including issuers of securities that may be purchased, sold, or recommended for purchase or sale by clients or are otherwise held in client accounts). TD Bank's affiliates and others receive compensation and fees in connection with these services. TD Bank believes that the nature and range of clients to which such services are rendered is such that it would be inadvisable to exclude categorically all of these companies from an account. Accordingly, it is likely that securities in an account will include some of the securities of companies for which TD Bank's affiliates perform investment banking or other services.

## **BROKERAGE PRACTICES**

Unless otherwise directed by the client in writing, TDAM USA makes all decisions as to the purchase and sale of securities, including the selection of the broker-dealer and the negotiation, where applicable, of commissions or spreads on a discretionary basis. In general, TDAM USA also exercises discretion over the selection of broker-dealers for trade execution, including for the nondiscretionary recommendations TDAM USA makes to TD Bank in connection with Client Portfolios. In selecting broker-dealers to effect securities transactions for all investment accounts, TDAM USA has a fiduciary duty to seek to obtain "best execution" (i.e., the most advantageous execution terms for clients that are reasonably available under the circumstances at the time of the trade), as well as to assess their order execution capabilities, brokerage products and services, and research products and services. In seeking best execution,

TDAM USA considers a number of elements, including but not limited to, execution price, speed of execution, certainty of execution, and overall cost of the transaction. Please refer to the Investment Adviser Brochure for TDAM USA Inc., available from your TD Bank Advisor, for further information regarding the brokerage practices of TDAM USA.

## **INVESTMENT RISKS**

**Investments are Not Insured or Guaranteed.** Investments are not insured by the Federal Deposit Insurance Corporation (FDIC) or any other governmental agency. They are not deposits, or other obligations of, or guaranteed by, TD Bank or any of its affiliates.

**Investments May Lose Value.** Investments, including stocks, bonds, and mutual funds, are subject to risks, including possible loss of the amount invested. The value of investments may fluctuate, so when you sell your investments, you may receive more or less than you originally invested. Certain investments may be more suitable for long-term investors who can bear the risk of market fluctuations.

**Read the Prospectus, Form ADV, or Other Investment Material Carefully Before Investing.** Investments may have restrictions, limitations, and conditions associated which may impact their liquidity, and may have costs, fees, expenses, and charges associated which may reduce the rate of return on your investments. All related expense and limitation should be disclosed in the investment prospectus. Read the prospectus and other investment material to understand the risks, objective, fees and restrictions associated with an investment before investing.

**Asset Allocation Risks.** Asset allocation strategies are subject to the risk that TD Bank's asset allocation decisions among various asset classes will not anticipate market trends successfully. For example, investing too heavily in common stocks during a stock market decline may result in a failure to preserve capital. Conversely, investing too heavily in fixed income securities during a period of stock market appreciation may result in lower total returns.

**Concentration Risk.** The investment objectives of an account may permit concentration in one or more issuers. A relatively high concentration of assets in, or exposure to, a single or small number of issuers may reduce the diversification and/or liquidity of an account, and increase its volatility. Diversification does not guarantee a profit or protect against a loss.

**Affiliate Product Risk.** There is a risk that affiliated Products in client Portfolios will underperform expectations. TD Bank has an inherent bias to include affiliated Products within client Portfolios which may result in all or substantially off of your assets being invested in affiliated Products and may result in your overall Portfolio underperforming in categories where affiliated Products underperform. Clients may pay a greater

amount in fees with affiliated Products than if they invested in non-affiliated Products.

**Trade Rotation Methodology.** Clients that hold securities in a Model Portfolios should note that, as part of their trading procedures, TDAM USA and Epoch use trade rotation methodology that results in TD Bank clients receiving investment advice and trade recommendations after trade orders have been placed for other accounts over which TDAM USA and/or Epoch have full discretionary investment management authority. This may result in purchasing or selling securities in the Model Portfolio at prices which are different than the prices at which other clients of TDAM USA and/or Epoch purchased or sold the same securities, and could disadvantage your account.

**Overall Market Risk.** Securities markets are volatile and the market prices of securities may decline generally. Equity securities fluctuate in price and may decline in value due to both real and perceived general market and economic industry conditions and the issuing company's financial condition and overall market and economic conditions. Fixed income securities are affected by a number of risks, including fluctuations in interest rates, credit risk, prepayment risk, and inflation risk.

**Interest Rate Risk.** Prices of fixed income securities rise and fall in response to changes in the interest rate paid by similar securities. Generally, when interest rates rise, prices of fixed income securities fall. However, market factors, such as the demand for particular fixed income securities, may cause the price of certain fixed income securities to fall while the price of other securities rise or remain unchanged. Interest rate changes generally have a greater effect on the price of fixed income securities with longer durations. Duration measures the price sensitivity of a fixed income security to changes in interest rates.

**Credit Risk.** Fixed income securities carry the risk of default, which means that the issuer fails to pay interest or principal when due. Many fixed income securities receive credit ratings from services such as Standard & Poor's and Moody's Investor Services, Inc. These services assign ratings to securities by assessing the likelihood of issuer default. Lower credit ratings correspond to higher credit risk.

**Call Risk.** Call risk is the possibility that an issuer may redeem a fixed income security before maturity (a call) at a price below its current market price. An increase in the likelihood of a call may reduce the security's price.

**Prepayment Risk.** Prepayment risk is the risk that the issuer of a security will repay principal prior to the bond's maturity date, thereby changing the expected payment schedule. This is especially prevalent with mortgage-backed securities. Homeowners frequently refinance high interest rate mortgages when mortgage rates fall. This results in the prepayment of mortgage backed securities with higher interest rates. Conversely, prepayments due to refinancings decrease when mortgage rates increase. This extends the life of mortgaged

backed securities with lower interest rates. Other economic factors can also lead to increases or decreases in prepayments. Increases in prepayments of high interest rate mortgage backed securities, or decreases in prepayment of lower interest rate mortgage backed securities, may reduce their yield and price. These factors, particularly the relationship between interest rates and mortgage prepayments, makes the price of mortgage backed securities more volatile than many other types of fixed income securities with comparable credit risks.

**Alternative Asset Classes.** Investing in alternative asset classes such as commodities, hedge funds, real estate and bank loans, may have their own unique risks including, but not limited to, market risk, interest rate risk, lack of liquidity, lack of transparency, volatility of returns, absence of valuation and pricing information, delays in tax reporting and substantial loss due to speculative investment practices.

**International Investments.** International investing is subject to additional risks including currency fluctuations, political factors, withholding, lack of liquidity, absence of adequate financial information, and exchange control restrictions impacting foreign issuers. These risks may be magnified in emerging markets.

**ETF Secondary Market Risk.** Because ETF Shares are traded on an exchange, they are subject to additional risks. ETF shares are listed for trading and are bought and sold on the secondary market at market prices. Although it is expected that the market price of an ETF typically will approximate its net asset value (NAV), there may be times when the market price and the NAV differ significantly. Thus, you may pay more or less than NAV when you buy ETFs on the secondary market, and you may receive more or less than NAV when you sell those shares.

## ACCOUNT INFORMATION

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**Fiduciary Trust Account.** Where TD Bank acts in a capacity as trustee or executor, it will act in accordance with the trust instrument(s) or other governing document(s) (to the extent that the terms of such instrument are possible and legal) and through applicable state and federal laws and regulations. Unless otherwise prohibited under the governing documents, TD Bank may delegate investment management or other fiduciary services to affiliated or third-party firms.

**Agent for Fiduciary Account.** Account owners, representatives, and/or principals that hold or manage accounts in a fiduciary capacity (for example, as a trustee, ERISA plan fiduciary, or executor) are solely responsible for determining and maintaining the account's continuing compliance with any and all governing agreements, instruments, laws and regulations, notwithstanding any review or advice that TD Bank may provide from time to time with respect to the assets in and investments of the account(s).

**Joint Accounts.** TD Bank will accept the direction of any one of the authorized individuals in a joint account. Each authorized

individual is deemed to own the assets in the account as joint tenants with right of survivorship unless another form of ownership was expressly designated. Upon the death of any authorized individual, the TD Bank account agreement will continue in full force and effect with the surviving individual, unless otherwise terminated by the account agreement.

**Client Restrictions.** Clients are able to impose reasonable restrictions on securities, asset classes, holdings or any other reasonable restriction they would like to impose on their portfolios. For example, Clients have the ability to direct us not to invest their assets in or recommend investments in affiliated products, subject to reasonable restrictions. If you direct us not to invest your assets in or recommend investment in affiliate Products, you will not have access to the Model Portfolios or TD Bank Modules; you will only have access to certain TD Bank Models and non-modeled assets. Where a Client imposes restrictions on investing in certain securities or types of securities, the performance of its account may be different from the performance of other accounts within the same Model Portfolio that lack any such restrictions.

**E-mail Communication.** Communications via unencrypted E-Mail are not secure and may be subject to disclosure or unauthorized access. Unless instructed otherwise, TD Bank will communicate with you via unencrypted E-Mail, and is not liable for the disclosure of or access to any such communications.

**Proxies.** For all discretionary managed accounts (including sole discretionary and shared discretionary accounts), TD Bank, its affiliates and/or agents will cast proxy votes on behalf of the account as we deem appropriate and consistent with the best interest of the account, unless specifically directed otherwise and subject to reasonable restrictions. TD Bank relies on its affiliate TDAM USA and third-party proxy voting services to cast proxy votes. TDAM USA has established policies and procedures that set out a general statement of policy with respect to its proxy voting activities ("Proxy Policy"). The Proxy Policy includes guidelines for determining how to vote with respect to common issues that require voting decisions, a framework for addressing novel or contentious matters, and the roles and responsibilities of the TDAM USA proxy committee ("Proxy Committee"). TD Bank and TDAM USA have delegated responsibility for certain proxy voting activities to Institutional Shareholder Services, Inc. ("ISS"). ISS has been instructed to vote in accordance with the principles and guidelines set out in the Proxy Policy, and has been instructed to refer certain proposals back to TDAM USA for individual consideration. In some instances, ISS may cast proxy votes using a block approach which restricts your ability to direct an individualized vote. The Proxy Policy sets out a framework for resolving material conflicts of interest related to voting matters, including conflicts between an account and (i) TD Bank, TDAM USA, and their affiliates; (ii) individuals making proxy voting decisions; or (iii) service providers making proxy voting decisions (collectively, "Conflicts"). This framework requires independent proxy decision makers to ensure proxies are voted in accordance with the Proxy Policy or brought to the attention of the Proxy Committee. Such decision makers are provided

guidance in determining whether a Conflict exists with respect to any voting matter. In cases where a Conflict arises, the Proxy Committee reviews the matter to determine what actions are necessary to ensure the Conflict is handled appropriately and the proxy is voted in the best interests of the account. You can obtain information on how the securities in your account were voted by contacting your TD Bank Advisor.

**Securities Class Action Claims.** If investments held in an account (or previously held in an account) are subject to class action lawsuits, TD Bank and/or its agents may file class action litigation claims on behalf of all eligible accounts as we deem to be in the best interest of the accounts. TD Bank has delegated responsibility for identifying, filing, and processing class action litigation claims to a third-party service provider, Chicago Clearing Corporation ("CCC"). CCC will track all class action litigation suits, identify all accounts eligible to participate in a suit, file eligible class action litigation claims, communicate with claims administrators on behalf of eligible accounts, and facilitate settlement recovery. You can obtain information on securities class action claims filed on behalf of your account by contacting your TD Bank Advisor. Clients do not have the ability to direct TD Bank or CCC to opt-out of eligible class action litigation claims on a case-by-case basis. Clients may opt-out of all securities class action litigation claim filing services, in which case TD Bank and/or CCC will not file any claims on behalf of the account. Where clients have opted-out of these services, TD Bank will share the account owners' personal information (including the mailing address and beneficial owner associated with the account) with claims administrators so that the claims administrator may contact the beneficial owner directly. If you wish to opt-out of TD Bank's securities class action litigation claims filing services, please contact your TD Bank Advisor.

**Automated Clearing House (ACH) Payments.** For ACH transactions, TD Bank will pay all scheduled amounts/distributions, or amounts otherwise requested, by making direct deposits or adjustment entries as necessary into the specified account at the designated financial institution. TD Bank will mail an advice of deposit (which may be sent collectively at year end) instead of a check. It can take up to 48 hours from payment date to receive the funds into the checking or savings account.

**Consult a Professional for Tax, Legal and Other Advice before Investing.** Transactions may be subject to federal, state, and/or estate taxes. Consult with your tax, legal, and other advisors for advice specific to your circumstances. TD Bank, its affiliates and employees do not provide legal, tax, accounting or actuarial advice. TD Bank, its affiliates and employees do not provide advice regarding, or undertake in any way to ensure compliance with, applicable state and other jurisdictionally-based laws, regulations or similar pronouncements applicable to the investments made by its Clients (including but not limited to captive insurance companies, government entities, or trusts), or the trust agreements or custodial arrangements into which its clients may enter or by which they are otherwise bound.

**No Advice Regarding Investment Policy Statements.** TD Bank's advice may involve recommended exposures within a client's established investment policy. Since an investment account is generally only one component of a client's overall portfolio, we will not approve or otherwise monitor compliance with investment policy statements ("IPS") when provided in connection with the opening of an account, at account conversion (for acquisitions) or otherwise. The investment strategies described in this document do not provide IPS services. In connection with these accounts, TD Bank does not ensure that your IPS and asset allocation choices comply with all specific legal, actuarial or other requirements that apply to you. That responsibility rests solely with you and you should consult with your legal and tax advisors regarding those matters. TD Bank, its affiliates, and TD Bank Advisors do not provide legal or tax advice. Clients should seek advice based on their individual circumstances from an independent tax and/or legal advisor.

**Tax Costs/Basis Issues.** When client assets are transferred to us to be held in the Client's account, the prior custodian may provide TD Bank with information on the cost (or "basis") associated with these assets. Cost information is used to calculate capital gains and losses and to determine whether the gains or losses are long term or short term. TD Bank is responsible for accurate tax costs of securities it purchases in the portfolio, but does not assume responsibility for the accuracy of tax costs if TD Bank does not receive information on the cost of your transferred assets at the time the account is funded, or if the information received is inaccurate or incomplete. Unless we agree otherwise in our sole discretion, TD Bank will provide investment services over all assets in your account even if the cost information for any asset is missing or inaccurate. In that case, your TD Bank Advisor may not be in a position to consider the tax impact of a sale or redemption of assets, which may result in a greater tax liability.

**Unlawful Internet Gambling.** "Restricted Transactions", as defined in the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG, include without limitation, those in which electronic fund transfers or checks are accepted by gambling businesses in connection with unlawful Internet gambling. Restricted Transactions are prohibited from being processed through any account or relationship with TD Bank. In the event that TD Bank identifies a suspected Restricted Transaction, we may deny services to you and prohibit future transactions. Notwithstanding the foregoing, in the event a Restricted Transaction is processed, the account will be liable for the transaction.

**Information Access and Use.** When a Client requests the TD Private Client Group service, their Relationship Manager or TD Bank Advisor will have visibility into all of their relationships with TD Private Client Group Affiliates – whether deposit accounts,

loans, credit cards or securities and mutual fund accounts held at TD Bank, TDPCW or at a TD Private Client Group Affiliate (collectively, ("TD Private Client Group Affiliates Account(s)"). Your Relationship Manager or TD Bank Advisor can put the power of TD Private Client Group to work for you, by utilizing a team of experts from across the TD Private Client Group Affiliates to review and analyze your financial status and recommend products and services tailored to meet the account's financial objectives.

TD Private Client Group Affiliates use information about your TD Private Client Group Affiliates account(s) so that you can receive an optimal client experience as well as access a complete array of products and services. To provide you with the TD Private Client Group service, your Relationship Manager or TD Bank Advisor needs to access all of your personal information with the TD Private Client Group Affiliates and will make this information available to professionals in other TD Private Client Group Affiliates to provide you products and services that TD Private Client Group believes will meet the account's objectives.

**Your Relationship Manager or TD Bank Advisor has access to your personal TD Private Client Group Affiliates account(s) information with the TD Private Client Group Affiliates and makes this information available to professionals in other TD Private Client Group Affiliates to provide you products and services that TD believes will meet your account objectives. Any information sharing, use and marketing choices that you have otherwise made with TD Private Client Group Affiliates will be superseded to the extent the information is used to provide you with the TD Private Client Group service. You may, at any time, withdraw your direction to use information about your TD Private Client Group Affiliates account(s) to provide the TD Private Client Group service. However, if you withdraw your direction, TD Private Client Group will no longer be able to provide you with the TD Private Client Group service.**

You may withdraw from the TD Private Client Group program at any time by contacting your Relationship Manager or TD Bank Advisor. TD Private Client Group will provide you with instructions on steps to be taken with respect to your various TD Private Client Group Affiliates Account(s). TD Private Client Group will need a reasonable period of time to process your withdrawal. Withdrawal from the TD Private Client Group program will terminate access to TD Private Client Group products and services. By choosing to remain in the TD Private Client Group program, you have accepted the terms of the TD Private Client Group business model.

I/we acknowledge that I/we have read and understand the information in this Brochure and hereby accept and authorize the products, practices, services, and business models described herein. Additionally, I/we acknowledge receipt of the current fee schedule, privacy notice and the Fiduciary and Agency Account Services brochure.

X \_\_\_\_\_

X \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Lease Purchase Agreement**  
**PAYMENT PROCEEDS AUTHORIZATION**

Lease Purchase Agreement #: 40159951 (3 year)

Proceeds of funds are to be disbursed as follows:

TD Wealth Management	\$ 1,600,000.00
----------------------	-----------------

Total \$ 1,600,000.00

Acknowledged and Agreed to:

**LESSEE:**

**CITY OF CHARLESTON, SOUTH CAROLINA**

**By:**

**Name:** Amy K. Wharton

**Title:** Chief Financial Officer

Date: February 28, 2020

City of South Carolina, SC  
Attn: Joanne Suczynski  
116 Meeting Street  
Charleston, SC 29401

Dear Ms. Suczynski:

Enclosed please find the following documents with regard to your lease transaction with TD Equipment Finance, Inc.:

Lease Purchase Agreement – Lease #40159950 *4 yr.*  
Exhibit(s)  
Insurance Requirements – under Exhibit C  
Opinion of Lessee's Counsel – Sample language under Exhibit H  
Appropriation Certificate – Exhibit I  
Arbitrage and Tax Certificate – For the combined project amount – Included with 3-year documents  
Tax Form 8038-G - Please complete / sign  
SC Title Application – Please sign under owner (SECTION L) for auditing purposes only  
Escrow Agreement, Rider No. 1, Investment Disclosure Form  
Fiduciary Agreement (Regulatory Disclosure) please sign page 10  
Payment Proceeds Authorization

**\*\*Please remit copy of the City Council Minutes approving the lease transaction with TDEF\*\***

**The original signed documents should be returned within 5-days of receipt to the address below.**

Documents can be returned to:  
TD Equipment Finance, Inc.  
Attn: Loriann Laquitara, AIM: NJ5-001-151  
2059 Springdale Road  
Cherry Hill, NJ 08003

If you have any questions, please call me at 856-685-5259 or email at [loriann.laquitara@td.com](mailto:loriann.laquitara@td.com).

Thank you for choosing TD Equipment Finance, Inc. for your equipment financing needs.

Sincerely,

*Loriann Laquitara*  
Loriann Laquitara  
Senior Operations Officer I  
Enclosures

TD EQUIPMENT FINANCE, INC.  
2059 Springdale Road  
Cherry Hill, New Jersey 08003

**LEASE PURCHASE AGREEMENT**

**LESSEE: City of Charleston, South Carolina**

**AGREEMENT #: 40159950**

**DATED: April 1, 2020**

This Lease Purchase Agreement (this "Lease Agreement"), dated April 1, 2020 is a binding contract between TD Equipment Finance, Inc., its successors and assigns ("Lessor") and the City of Charleston, South Carolina (the "Lessee").

**1. Agreement:** In executing this Lease Agreement, Lessee agrees to rent the equipment described in Exhibit A (as the same may have been released from time to time pursuant to the second sentence of Section 4 hereof, the "Equipment"). Exhibit B sets forth the terms of this Lease Agreement, including the commencement date (the "Dated Date"), which is the date when the term begins and Lessee's obligation to pay rent accrues. Rental payments as set forth in Exhibit B (the "Rental Payments") consist of both principal and interest components, must be paid to Lessor as instructed, and must be paid exclusively from legally available funds budgeted and appropriated by the Lessee for such purpose. The obligation of the Lessee to make Rental Payments does not constitute a pledge of the Lessee's general tax revenues. Exhibit B sets forth the amortization of the Equipment. A portion of each Rental Payment represents interest and the balance of each Rental Payment represents principal, as shown on Exhibit B. To maintain the interest rate set forth in Exhibit B attached hereto, Lessee must comply with the tax covenants as set forth in Section 7 below and file informational federal tax Form 8038-G in a timely manner. If not, each Rental Payment will be increased to the Taxable Rate (as defined herein) to compensate for the loss of the tax exemption status which was assumed in the initial interest rate. The Form 8038-G is an informational return only and will not require Lessee to pay a tax. Lessee agrees to accept the Equipment when delivered, installed and operating to manufacturer's specifications and to execute the Acceptance Certificate, attached hereto as Exhibit E (the "Acceptance Certificate") supplied by Lessor as evidence thereof. Lessee agrees to hold Lessor harmless from damages, if for any reason, the Equipment Vendor (as defined herein) fails to deliver, or delays in the delivery of, the Equipment so ordered or if the Equipment is unsatisfactory for any reason whatsoever. Lessee agrees that any delay in the delivery of the Equipment shall not affect the validity of this Lease Agreement or the obligation to make Rental Payments hereunder. Lessee's execution of the Acceptance Certificate shall conclusively establish that the Equipment covered thereby is acceptable to Lessee for all purposes of this Lease Agreement. If Lessee fails or refuses to sign the Acceptance Certificate within a reasonable time, not to exceed five (5) business days, after the Equipment has been delivered, installed and operating to manufacturer's specifications, Lessor shall have the option of treating this Lease Agreement as cancelled by Lessee and Lessee shall automatically assume all of Lessor's rights and obligations as purchaser of the Equipment.

**2. The Obligation to Make Payments:** Rental Payments shall be due and payable as set forth in Exhibit B hereto. Whenever any payment to be made hereunder shall be stated to be due on a day which is not a business day, such payment may be made on the next succeeding business day, with the same effect as if paid on the stated due date. The obligation of Lessee to pay Rental Payments hereunder is a current expense of Lessee and not a debt. This obligation shall not be or constitute a general obligation or indebtedness of Lessee or be a "debt" for debt limitation purposes within the meaning of the laws of the State of South Carolina (the "State") but shall be a special, limited obligation of Lessee payable from the Lessee's general account including, among other sources, legally available funds annually budgeted and appropriated for such purpose during the then current fiscal period ("Appropriation Period") provided herein. All payments made by or on behalf of Lessee hereunder shall be nonrefundable. Except in the Event of Nonappropriation (hereinafter defined) as set forth in this paragraph,

Lessee's obligation to pay such Rental Payments shall be absolute and unconditional and is not subject to any abatement, set-off, defense or counter-claim for any reason whatsoever. Lessee hereby represents and warrants that it has funds available to pay the Rental Payments set forth on Exhibit B through the end of the current fiscal year ("First Appropriation Period"). Notwithstanding the foregoing, the obligation of Lessee to make payments hereunder is subject to the annual appropriation by Lessee in each successive Appropriation Period of funds sufficient to make the required Rental Payments hereunder for such Appropriation Period. Hence, after the First Appropriation Period, if Lessee has not appropriated sufficient funds to pay Lessor the Rental Payments and other payments ("Other Payments") due hereunder, including, but not limited to, payments under Section 7 hereof upon an Event of Taxability (as defined in such Section 7), due for the then current Appropriation Period an Event of Nonappropriation (an "Event of Nonappropriation") shall be deemed to have occurred. Lessee shall promptly deliver notice thereof to Lessor and shall endeavor to give such notice as soon as a decision of non-appropriation is made. Such notice shall state that the termination of this Lease Agreement was caused by the failure of the Lessee to appropriate moneys to make Rental Payments and Other Payments due hereunder and that Lessee shall promptly, upon the effective date of such termination, return the Equipment at the expense of the Lessee, and as instructed by Lessor, as hereinafter provided. If an Event of Nonappropriation has occurred, this Lease Agreement shall terminate, in whole, but not in part, as to all Equipment, effective upon the last day of the fiscal year for which funds were appropriated. Upon termination of this Lease Agreement as provided in this Section, Lessee shall not be responsible for the payment of any additional Rental Payments and Other Payments coming due in succeeding fiscal years. Lessee shall then, at Lessee's expense, promptly return the Equipment to Lessor to such location as shall be specified by Lessor. Lessor may then sell or re-lease the Equipment with or without advertisement, at public or private sale or leasing, without notice to Lessee, free of any of Lessee's interest, without any duty to account to Lessee for Lessor's actions or inaction or for any sale or re-lease proceeds. Any net proceeds of any sale or re-lease of the Equipment upon the occurrence of an Event of Non-Appropriation or as may otherwise be provided under this Lease Agreement shall be applied in the following order of priority: first, to pay all of Lessor's costs, charges and expenses incurred in taking, holding, repairing, selling, leasing or otherwise disposing of the Equipment; then second, to the extent not previously paid by the Lessee, to pay Lessor all Rental Payments due under this Lease Agreement through the termination date; then third, to pay the purchase option amount applicable as of the date of the then current Appropriation Period, as shown in the balance column on the debt service table set forth in Exhibit B; then fourth, to pay any remainder to Lessee.

The Lessee reasonably believes that funds can be obtained sufficient to make all Rental Payments during the lease term and hereby covenants that it will do all things lawfully within its power to obtain, maintain and properly request and pursue funds from which the Rental Payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using its bona fide best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. It is the Lessee's intent to make Rental Payments for the full lease term if funds are legally available therefor and in that regard the Lessee represents that the use of the Equipment is essential to its proper, efficient and economic operation.

THE LESSOR AND THE LESSEE AGREE THAT NOTHING CONTAINED IN THIS LEASE AGREEMENT IS INTENDED TO CREATE, OR DOES CREATE, INDEBTEDNESS OF THE LESSEE WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL OR STATUTORY LIMITATION OR RESTRICTION. NO PROVISION OF THIS LEASE AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE LESSEE'S FAITH AND CREDIT WITHIN THE MEANING OF ANY CONSTITUTIONAL DEBT LIMITATION. NO PROVISION OF THIS LEASE AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS AN IMPROPER DELEGATION OF GOVERNMENTAL POWERS OR AS A DONATION OR A LENDING OF THE LESSEE'S CREDIT WITHIN THE MEANING OF THE STATE CONSTITUTION. NO PROVISION OF THIS LEASE AGREEMENT SHALL BE CONSTRUED TO PLEDGE OR TO CREATE A LIEN ON ANY CLASS OR SOURCE OF THE LESSEE'S MONEYS, NOR SHALL ANY PROVISION OF THIS LEASE AGREEMENT RESTRICT THE FUTURE ISSUANCE OF ANY OF THE LESSEE'S BONDS OR OBLIGATIONS PAYABLE FROM ANY CLASS OR SOURCE OF THE LESSEE'S MONEYS (EXCEPT TO THE EXTENT THIS LEASE AGREEMENT RESTRICTS THE INCURRENCE OF ADDITIONAL OBLIGATIONS SECURED BY THE EQUIPMENT).

**3. The Equipment:** Lessee agrees and acknowledges that (i) Lessee has selected the Equipment to be acquired by Lessor and rented to Lessee, (ii) the Equipment is, and during the period of this Lease Agreement shall remain, personal property to the Lessee, (iii) the Equipment will have a useful life in Lessee's hands that is substantially in excess of the initial term of this Lease Agreement, and (iv) Lessee does not intend, without the Lessor's prior written consent, to sell, or otherwise dispose of, the Equipment during the term of this Lease Agreement. Lessee may contact the seller of the Equipment directly, as Lessor's agent, to effect the acquisition of the Equipment. When Lessee accepts the Equipment, Lessee must deliver to Lessor an Acceptance Certificate. \$7,923,702.00 shall be deposited in a fund held pursuant to an escrow agreement to be entered into among Lessor, Lessee, and TD Bank, N.A., as escrow agent ("the Purchase Fund"). The Lessee shall submit an invoice for the Equipment to Lessor and upon Lessor's approval of such invoice, Lessor shall cause the acquisition of the Equipment to be funded directly to the Equipment Vendor (as defined herein) out of moneys in the Purchase Fund. Alternatively, the Lessee shall submit to the Lessor an invoice for the Equipment and a check evidencing payment to the Equipment Vendor by the Lessee for such Equipment and upon Lessor's approval of such invoice and such evidence of payment, Lessor shall cause the Lessee to be reimbursed for the acquisition of the Equipment out of moneys in the Escrow Fund. However, upon acquisition of the Equipment, Lessee must execute and deliver to Lessor, an Acceptance Certificate, according to the provisions set forth in Section 1. Lessee may assert claims and rights that Lessor may have against any manufacturer of the Equipment as well as the agents or dealers of the manufacturer of any portion of the Equipment (the "Equipment Vendor").

**4. Title to the Equipment:** During the term of this Lease Agreement, legal title to all Equipment and any and all repairs, replacements, substitutions and modifications thereto for federal income tax and accounting purposes, for purposes of Section 7 hereof, and for all other purposes shall be in the name of Lessee. By paying the final rental payment due hereunder, provided Lessee is not in default hereunder, Lessee shall be deemed to have exercised Lessee's option to maintain ownership of the Equipment after the term of this Lease Agreement, and upon such payment, Lessor shall be obligated to take any actions necessary to evidence the termination of any obligations of Lessee to Lessor hereunder. Following an Event of Default or an Event of Nonappropriation or upon other termination of this Lease Agreement for any reason other than Lessee's rights under Section 5, title to the Equipment will immediately vest in Lessor and Lessee will surrender possession of the Equipment to Lessor. Lessee will promptly execute, or otherwise authenticate, and deliver to Lessor such further documents, instruments, assurances and other records, and take such further action as Lessor from time to time may reasonably request in order to carry out the intent and purpose of this Lease Agreement and to establish and protect the rights and remedies created or intended to be created in favor of Lessor under such documents.

**5. Refinance/Option to Purchase:** Provided Lessee is not in default hereunder, Lessee, at its sole discretion, may prepay the obligation in whole or in part at any time without penalty, upon written notice prior to the proposed day of prepayment. Lessee shall be entitled and shall have exercised its option to retain title to the Equipment: (a) upon payment in full of all Rental Payments in accordance with Exhibit B hereof and all other amounts due hereunder.

When Lessee exercises its rights hereunder to retain title to the Equipment and Lessor shall have received all amounts due under this Lease Agreement, then this Lease Agreement shall terminate, and Lessee shall be deemed to have accepted such Equipment AS IS, WHERE IS, WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE, except that the Equipment shall not be subject to further obligations of Lessee created by or arising through this Lease Agreement.

**6. Responsibilities for Repair and Maintenance:** Lessee agrees to maintain the Equipment in good condition and make all necessary repairs and replacements at Lessee's expense. Lessee agrees to maintain a maintenance log for the Equipment and permit Lessor to inspect the Equipment and the maintenance log(s). Lessee must have the Equipment serviced and repaired at Lessee's expense when servicing or repair is required within intervals not exceeding 125% of those recommended in the Equipment's owner's manual(s).

**7. Tax Covenants:** Lessee will not make or direct any use of the proceeds of the obligation provided herein or any other funds which will cause such obligation to be an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended and the treasury regulations promulgated thereunder (the "Code"), to be "federally guaranteed" within the meaning of Section 149 of the Code or to be a "private activity bond" within the meaning of Section 141(a) of the Code. To that end, so long as any Rental Payments are unpaid, Lessee, with respect to such proceeds and such other funds, will comply with all requirements of such Code sections and all regulations of the United States Department of the Treasury issued thereunder to the extent that such requirements are, at the time, applicable and in effect. Furthermore, to the extent applicable pursuant to Section 148(f) of the Code, Lessee covenants to complete or cause to be completed all reporting requirements and rebate all positive arbitrage to the United States of America. Lessee covenants that the Equipment will be used only for the purpose of performing one or more of Lessee's governmental or proprietary functions, and that the Equipment will not be used in a trade or business of any person or entity other than Lessee on a basis different from the general public. Lessee will not use or permit the use of the Equipment by any person for a "private business use" within the meaning of Section 141(b) of the Code in such matter or to such extent as would result in the inclusion of interest received hereunder in gross income for federal income tax purposes under Section 103 of the Code.

Lessee agrees to perform all acts and things legally required or desirable in order to assure that the interest component of the Rental Payments will not be includable in the gross income of Lessor or its assigns for federal income tax purposes.

If the interest component of the Rental Payments becomes includible in the gross income for federal income tax purposes of the recipient of such Rental Payments due to action, or failure to take action, on the part of Lessee (an "Event of Taxability"), the interest rate on the lease payments shall increase to the prime rate as published on the first day of the month in the Wall Street Journal plus two percent (2%) (the "Taxable Rate") from the date of the occurrence of the Event of Taxability. To the extent permitted by South Carolina law, and to the extent appropriation is made therefor in the applicable Appropriation Period, Lessee agrees to pay Lessor for all interest, penalties, fines, additions to taxes, levied or assessed on this Lease Agreement or Lessor as a result of the Event of Taxability.

**8. Risk of Loss:** Lessee agrees to bear all risk of loss, damage, destruction or theft of the Equipment and costs and expenses related to any injury, claims, fees, fines, penalties and expenses of every kind that relate to the use, operation, ownership, condition or maintenance of the Equipment. Lessee must maintain insurance of the types and in the amounts not less than that set forth on Exhibit C, directing Lessee's insurance company to give Lessor a certificate showing Lessor as lender loss payee. If Lessee does not maintain the required insurance, Lessor may obtain it and charge Lessee for it. Upon demand therefor from Lessor, Lessee agrees to immediately reimburse Lessor for all such costs and expenses of Lessor for obtaining said insurance. Lessee must give Lessor prompt notice of (1) the loss, theft or destruction of any part of the Equipment, (2) any damage to the Equipment exceeding \$500, or (3) any claim arising out of the ownership, maintenance, storage or use of the Equipment. The parties will cooperate in deciding if insurance proceeds will be applied to the repair of the Equipment or to its purchase price. If Lessor receives insurance proceeds exceeding the amount of the purchase price shown on Exhibit B, plus the interest due thereon, or the amount required to complete agreed upon repairs to the Equipment, Lessor agrees to forward the excess proceeds to Lessee.

**9. Indemnification.** Neither party hereto agrees to provide any indemnification under this Lease Agreement, and each party will be responsible for their own fees and expenses, except as expressly set forth to the contrary herein.

**10. No Warranty:** LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES CONCERNING THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE. THIS

SECTION IN NO EVENT IS INTENDED TO AFFECT THE WARRANTIES OR REPRESENTATIONS CONTAINED IN ANY CONTRACT ENTERED INTO FOR THE ACQUISITION OF THE EQUIPMENT.

**11. Termination:** This Lease Agreement will terminate: (1) upon payment of all amounts due hereunder by Lessee to Lessor for the term of this Lease Agreement, (2) if there shall occur an Event of Nonappropriation, at the time set forth in Section 2, provided that Lessee has returned the Equipment and paid all amounts including interest thereon due and unpaid deriving from the Appropriation Period then in effect for which the Lessee has appropriated adequate funds, (3) upon Lessee's purchase or refinance of the Equipment under Section 5 and Lessee's payment of all amounts due including interest due hereunder, (4) at Lessor's option if Lessee defaults as described in Section 12, or (5) if all or any portion of the Equipment has been lost, stolen or damaged beyond repair, upon Lessor's receipt of insurance proceeds covering the purchase price of the lost, stolen or damaged Equipment and the remittance of any excess proceeds as indicated in Section 8 above. When this Lease Agreement terminates, if Lessee has not paid to Lessor all amounts due hereunder, Lessee must, at Lessee's expense, return the Equipment to Lessor at the address specified by Lessor, in as good condition as when Lessee received it, ordinary wear excepted. Lessee must remove all signs and markings and make all repairs (other than for ordinary wear) requested by Lessor. If Lessee does not, Lessor may do so and charge Lessee for it. Lessor may sell or re-lease the Equipment with or without advertisement, at public or private sale or leasing, without notice to Lessee, free of any of Lessee's interest, without any duty to account to Lessee for Lessor's actions or inaction or for any sale or re-lease proceeds. Any net proceeds of any sale or re-lease of the Equipment upon the occurrence of an Event of Non-Appropriation or as may otherwise be provided under this Lease Agreement shall be applied as provided in the last sentence of the first paragraph of Section 2 above.

**12. Default:** The following constitute "Events of Default" under this Lease Agreement: (a) failure by Lessee, other than due to an Event of Non-Appropriation, to pay any Rental Payment or other payment required to be paid hereunder, including any late charges, within three days of when such amounts are due; or (b) failure by Lessee to maintain insurance on the Equipment in accordance with Section 8; or (c) failure by Lessee to observe and perform any other covenant, condition or agreement on its part to be observed or performed for a period of fifteen (15) days after written notice is given to Lessee by Lessor, specifying such failure and requesting that it be remedied; provided, however, that if the failure stated in such notice is capable of being cured but cannot be corrected within such fifteen (15) day period, Lessor will not unreasonably withhold its consent to an extension of such time for so long as Lessor shall deem reasonable if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected; or (d) initiation by Lessee of a proceeding under any federal or state bankruptcy or insolvency law seeking relief under such laws concerning its indebtedness; or (e) the determination by Lessor that any representation or warranty made by Lessee in this Lease Agreement was untrue in any material respect upon the execution hereof; or (f) (i) Lessee's long term credit or bond rating is lowered by either Moody's Investors Service or Standard & Poor's Rating Services (each a "Rating Agency") greater than two levels (including numeric or other modifiers) from its rating as of the date of this Agreement, respectively, or (ii) Lessee's credit or bond rating is withdrawn by any Rating Agency. If any such Event of Default occurs, Lessor, by written notice to Lessee, may declare this Lease Agreement in default and demand that Lessee pay all unpaid Rental Payments payable by Lessee pursuant to this Lease Agreement and other amounts payable by Lessee due hereunder to the end of the then current Appropriation Period. The Equipment must then be returned to Lessor (as directed and at the address specified by Lessor) at Lessee's expense, and the Equipment and all Lessee's rights therein shall be deemed surrendered to Lessor. Upon declaration of an Event of Default, Lessor may repossess the Equipment with or without process of law, and for the purposes may enter upon any of Lessee's premises or other's premises, wherever the Equipment may be found, without liability therefor. Lessor may recover from Lessee any unpaid amounts due or to become due for the remainder of the then current Appropriation Period, together with all expenses, including attorney's fees and legal expenses (to the extent permitted by law) incurred by Lessor to enforce its rights hereunder. The repossession and sale of the equipment shall be Lessor's sole and exclusive remedy against Lessee or the equipment for any breach hereof but for (1) any loss suffered by Lessor by reason of Lessee having negligently failed to maintain the equipment in good condition and make all necessary repairs and replacements at Lessee's expense as provided herein and (2) Lessor's right to seek collection of rent for the then current Appropriation Period. Lessor may sell or release the Equipment with or without advertisement, at public or private sale or leasing, without notice to Lessee, free of any of Lessee's

interest, without any duty to account to Lessee for Lessor's actions or inaction or for any sale or re-lease proceeds. Any net proceeds of any sale or re-lease of the Equipment upon the occurrence of an Event of Non-Appropriation or as may otherwise be provided under this Lease Agreement shall be applied as provided in the last sentence of the first paragraph of Section 2 above. If Lessor is unable to repossess any Equipment after a default, the Equipment shall be deemed to have suffered a total loss compensable under Section 8. Subject to the next sentence, Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under this Lease Agreement. Any deficiency judgment requiring the payment of money entered against the Lessee in favor of the Lessor or any other person under this Lease Agreement shall be subject to appropriation of such monies by the governing body of Lessee.

**13. Liens:** This Equipment must be kept free of all liens and encumbrances at all times.

**14. Limitation on Assignment:** The Lessee may not assign or sublease this Lease Agreement or any interest in it or the Equipment without Lessor's prior written consent and a written opinion of nationally recognized bond counsel to the effect that any such assignment or sublease of this Lease Agreement or any interest in it or the Equipment will not adversely effect the exclusion of the interest component of the Rental Payments from gross income for federal income tax purposes. In no event may Lessee assign or sublet this Lease Agreement or any interest in it or the Equipment to a non-governmental entity. Lessor may assign or sell its interest under this Lease Agreement, in whole or in part, without Lessee's consent, but the assignment will not be effective until Lessee has received notice disclosing the name and address of assignee and information sufficient to enable Lessee to meet the requirements of Section 149(a) of the Code. Lessee shall be provided with written notice of Lessor's assignment; provided, however, Lessee shall continue to submit Rental Payments to Lessor until it receives such notice. During the term of this Lease Agreement, Lessee shall keep a complete and accurate register of all such assignments in form necessary to comply with Section 149(a) of the Code.

**15. Late Charges:** If Lessee does not pay Rental Payments due under this Lease Agreement on their due date, Lessee owes a late fee or 15% per annum or the highest rate allowable under law, whichever is more, running from 30 days after the due date until the Rental Payment is made; provided that, in no case shall amounts be charged hereunder if such amounts are treated as interest and the rate of such interest exceeds the maximum amount allowable by law.

**16. Exhibits:** Exhibits A through I attached hereto are part of this Lease Agreement, incorporated herein by reference, and must be executed by Lessee, where applicable.

**17. Other Terms:** This Lease Agreement constitutes the entire agreement between the parties as to the subject matter it covers and may not be changed except by a written agreement signed by Lessee and Lessor. If any part of this Lease Agreement is or becomes invalid, illegal or unenforceable, such invalidity, illegality or unenforceability will not affect the other or remaining provisions hereof. This Lease Agreement and all rights and actions arising under it shall be governed by the laws of the State of South Carolina. No waiver, consent, modification or change of terms of this Lease Agreement shall bind either party unless received in writing signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. This Lease Agreement may be executed in several counterparts. All notices must be addressed to the parties at their addresses shown on Exhibit B, or at another address specified by either party in writing and shall be deemed given when delivered or mailed by registered mail, postage prepaid. To the extent applicable, Lessee hereby waives any and all rights and remedies granted Lessee by Sections 36-28-508 through 36-28-522, Code of Laws of South Carolina, 1976, including, by way of example only and not as a limitation, the right to repudiate this Lease Agreement and reject the Equipment; the right to cancel this Lease Agreement; the right to revoke acceptance of the Equipment; the right to grant a security interest in the Equipment in Lessee's possession and control for any reason; the right to recover damages thereunder for any breach of warranty or for any other reason deduct all or any part of the claimed damages resulting from Lessor's default, if any, under this Lease Agreement; the right to accept partial delivery of the Equipment; the right to recover any general, special, incidental or consequential damages, for any reason whatsoever; and the right to specific performance, replevin, detinue, sequestration, claim and delivery and the like for the Equipment. The

waivers contained herein shall not constitute a waiver by Lessee of any of its rights or remedies against the Equipment Vendor and/or manufacturer of the Equipment. The Lessor acknowledges that under the present laws of the State of South Carolina, governmental transfers of a security interest are exempt from the South Carolina Uniform Commercial Code.

**18. Lessee Representations and Warranties:** Lessee hereby represents, warrants and covenants to Lessor the following with respect to this Lease Agreement: (a) Lessee is a political subdivision duly organized and validly existing under the laws of the State of South Carolina, with adequate power and capacity to enter into this Lease Agreement and each exhibit has been duly authorized by all necessary action on the part of the Lessee, all documents related to the purchase of the Equipment and any other documents required to be delivered in connection with this Lease Agreement or the Equipment (hereinafter "Documents"); (b) the Documents have been duly authorized, executed and delivered by Lessee and, assuming the Documents have been authorized, executed and delivered by the Lessor, constitute valid, legal and binding agreements, enforceable in accordance with their respective terms, except to the extent that the enforcement of remedies therein provided may be limited under applicable bankruptcy and insolvency laws; (c) no approval, consent or withholding of objections is required from any federal, state or local governmental authority or instrumentality with respect to the entry into or performance by Lessee of the Documents, except such as have already been obtained; (d) the entry into and performance by Lessee of its obligations under the Documents will not (i) violate any judgment, order, law or regulation applicable to Lessee or (ii) result in any breach of, constitute a default under or result in the creation of any lien, charge, security interest or other encumbrance upon any item of the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument (other than this Lease Agreement or any purchase money security interest retained by any supplier) to which Lessee is a party; (e) Lessee agrees that it (i) will do or cause to be done all things necessary to preserve and keep this Lease Agreement in full force and effect, (ii) has complied with all bidding requirements where necessary and by due notification presented this Lease Agreement and Exhibits for approval and adoption as a valid obligation on its part, and (iii) has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal year; (f) there are no suits or proceedings pending or threatened in court or before any regulatory commission, board or other administrative governmental agency against or affecting Lessee, which will have a material adverse effect on the ability of Lessee to fulfill its obligations under this Lease Agreement; and (g) Lessee has complied with all statutes, laws, regulations and procedures in entering into this Lease Agreement and the matters contemplated hereby.

**19. Lessor Representations and Warranties:** Lessor represents covenants and warrants as following:

- a) Lessor is a corporation duly organized, existing and in good standing under the laws of the State of Maine and is authorized to do business in the State of South Carolina; has full and complete power to enter into this Lease Agreement, to enter into and to carry out the transactions contemplated by it hereby and thereby and to carry out its obligations under this Lease Agreement, is possessed of full power to own and to hold real and personal property and to lease the same, and has duly authorized the execution and the delivery of this Lease Agreement, and all other agreements, certificates and documents contemplated hereby and thereby.
- b) Neither the execution and the delivery of this Lease Agreement, nor the fulfillment of or the compliance with the terms and the conditions thereof, nor the consummation of the transactions contemplated hereby and thereby conflicts with or results in a breach of the terms, the conditions or the provisions of any restriction, any agreement or any instrument to which Lessor is now a party or by which Lessor or its property is bound, constitutes a default under any of the foregoing that results in the creation or the imposition of any lien, charge or encumbrance whatsoever upon any of the property or the assets of Lessor or upon the Equipment.
- c) This Lease Agreement has been duly authorized, executed and delivered by Lessor and constitutes a valid, legal and binding agreement, enforceable in accordance with its terms, except to the extent that the enforcement of remedies therein provided may be limited under applicable bankruptcy and insolvency laws.

**20. Financing:** In consideration for and upon the execution of this Lease Agreement, Lessor hereby agrees to pay to the Lessee the amount of **\$7,923,702.00** which will be deposited in a separate project account which will be maintained by the Lessee (subject to the provisions of Section 3 hereof) for the purchase of the Equipment and related costs.

**21. Financial Reporting.** At the request of Lessor, (a) annual audited financial statements shall be provided to the Lessor within 270 days following the end of each fiscal year, beginning with such financial statements to be provided to the Lessor on or before September 30, 20\_\_ for the Lessee's fiscal year ending December 31, 20\_\_; and (b) a copy of the Lessee's final and approved budget for each fiscal year will be provided to Lessor within 30 days following the date on which such budget is approved.

**22. Conditions of Closing:** Prior to payment to Lessee as stated in Section 20, Lessor shall receive the following:

- a) this Lease Agreement executed by Lessee and Lessor;
- b) an executed Exhibit B to this Lease Agreement;
- c) an executed Insurance Coverage Requirements Certificate, a form of which is attached hereto as Exhibit C;
- d) a duly adopted Supplement to Lease Purchase Agreement as set forth in Exhibit D hereof;
- e) a form of Acceptance Certificate, a form of which is attached hereto as Exhibit E;
- f) a duly adopted resolution or ordinance of Lessee, in form and substance acceptable to Lessor and including those matters set forth in Exhibit F hereof;
- g) an executed Certificate of Lessee, a form of which is attached hereto as Exhibit G;
- h) an opinion of counsel to Lessee, substantially in the form of the opinion set forth in Exhibit H;
- i) an executed Certificate of Appropriation, a form of which is attached hereto as Exhibit I;
- j) an executed Certificate of Incumbency of Lessee;
- k) for any Equipment that are motor vehicles, properly completed certificates of title for such vehicles;
- l) an opinion of Haynsworth Sinkler Boyd, P.A., as special counsel to the Lessee, covering certain matters as to the Lessee, Lease Agreement, and escrow agreement as the Lessor may reasonably request;
- m) an executed Federal Tax Certificate;
- n) an executed Form 8038-G;
- o) an executed escrow agreement, if required under the provisions of Section 3 hereof; and
- p) any and all opinions, certificates, instruments, financing statements or other documents as Lessor may request to evidence compliance with the agreements to be performed and all conditions to be satisfied under this Lease Agreement.

IN WITNESS WHEREOF, the undersigned parties have executed this Lease Purchase Agreement as of the date first set forth above.

**LESSOR: TD EQUIPMENT FINANCE, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LESSEE: CITY OF CHARLESTON, SOUTH CAROLINA**

By: \_\_\_\_\_  
Name: Amy K. Wharton  
Title: Chief Financial Officer

[Signature page to Lease Purchase Agreement]

**EXHIBIT A  
LEASE # 40159950  
EQUIPMENT LIST**

- Various Vehicles and Associated Collateral
- Various Maintenance Equipment and Associated Collateral
  
- IT Equipment to include: PC, Laptop and Tablet Replacement  
Mobile Data Terminals (MDTs) for Fire and Police  
Data Center Core Storage and Backup Systems

Total: \$7,923,702.00

- All proceeds will be funding into the Purchase Fund and detailed collateral descriptions will be required to be included with every escrow requisition prior to each vendor payment disbursement

LESSEE'S INITIALS: \_\_\_\_\_

**EXHIBIT B**

**TERMS**

1. The Equipment which is the subject of the Lease Purchase Agreement is more fully described in Exhibit "A" to the Lease Purchase Agreement.
2. Fixed Interest Rate: 1.480% calculated on a 30-day/360-year basis
3. Principal Amount: \$ 7,923,702.00
4. Dated: April 1, 2020
5. Debt Service Schedule:

	Date	Rental Payment	Interest	Principal	Balance
	4/1/2020				7,923,702.00
1	10/1/2020	1,023,728.84	58,635.39	965,093.45	6,958,608.55
2	4/1/2021	1,023,728.84	51,493.70	972,235.14	5,986,373.41
3	10/1/2021	1,023,728.84	44,299.16	979,429.68	5,006,943.73
4	4/1/2022	1,023,728.84	37,051.38	986,677.46	4,020,266.27
5	10/1/2022	1,023,728.84	29,749.97	993,978.87	3,026,287.40
6	4/1/2023	1,023,728.84	22,394.53	1,001,334.31	2,024,953.09
7	10/1/2023	1,023,728.84	14,984.65	1,008,744.19	1,016,208.90
8	4/1/2024	1,023,728.84	7,519.94	1,016,208.90	0.00
Grand Totals		8,189,830.72	266,128.72	7,923,702.00	

6. **The Equipment will be located at:** Various locations throughout the City, with the specific location (or if moveable equipment) principal garaged location for each item of Equipment being set forth on the Acceptance Certificate for each such item of Equipment.
7. **Address of Lessee, for notification purposes, is:** 116 Meeting Street, Charleston, SC 29401
8. **Address of TD for notification purposes, is:**

TD Equipment Finance, Inc.  
2059 Springdale Road  
Cherry Hill, New Jersey 08003

**Acknowledged and Accepted:**  
**LESSEE: CITY OF CHARLESTON, SOUTH CAROLINA**

By: \_\_\_\_\_  
Name: Amy K. Wharton  
Title: Chief Financial Officer

EXHIBIT C

INSURANCE COVERAGE REQUIREMENTS CERTIFICATE

1. In accordance with Section 8 of the Lease Purchase Agreement, we have instructed the insurance agent named below (please fill in name, address, contact person, telephone and facsimile numbers).

South Carolina State Fiscal Accountability Authority, Insurance Reserve Fund, P. O. Box 11066, Columbia, SC 29201

to issue:

- a. All Risk Physical Damage Insurance on the leased Equipment (as defined in the Lease Agreement) evidenced by a certificate of Insurance and Long Form Lender Loss Payable Clause Naming Lessor "and/or its assigns" as Lender Loss Payee.
- b. Public Coverage Required:  
\$600,000 aggregate liability per occurrence

OR

2. Proof of insurance coverage as provided in Section 1 or 2 of this Exhibit C will be provided to TD Equipment Finance, Inc. at the time that the Equipment or Unit thereof is accepted by us.

Certified this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**LESSEE: CITY OF CHARLESTON, SOUTH CAROLINA**

By: \_\_\_\_\_  
Name: Amy K. Wharton  
Title: Chief Financial Officer

EXHIBIT D

SUPPLEMENT TO LEASE PURCHASE AGREEMENT

Lease Purchase Agreement #: 40159950

Attached to and forming a part of a Lease Purchase Agreement dated April 1, 2020 (the "Lease Agreement") by and between the City of Charleston, South Carolina (the "Lessee") and TD Equipment Finance, Inc. (the "Lessor"):

Notwithstanding any language in the Lease Agreement to the contrary, it is agreed that title to the vehicle(s) will be in the name of the Lessee.

Please note, within sixty (60) days from the date on which each unit of Equipment consisting of titled vehicles is delivered and accepted (as evidenced by the date of each executed Acceptance Certificate), such vehicles must be titled listing TD Equipment Finance, Inc. as 1<sup>st</sup> Lienholder.

Failure to comply will be an event of default under the Lease Agreement between the parties. Please send us a copy of the title application and Lienholder paperwork as soon as it is available.

All other terms and conditions of the Lease Agreement remain unchanged and in full force and effect and are hereby ratified.

LESSEE:  
CITY OF CHARLESTON, SOUTH CAROLINA

LESSOR:  
TD EQUIPMENT FINANCE, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Amy K. Wharton

Name: \_\_\_\_\_

Title: Chief Financial Officer

Title: \_\_\_\_\_

\*\*\*PLEASE NOTE\*\*\*

*IF THE NOTICES OF LIEN/TITLES ARE NOT RECEIVED WITHIN THE ALLOTTED 60 DAY TIMEFRAME AND AFTER THE EXPIRATION OF ALL APPLICABLE GRACE AND CURE PERIODS FOLLOWING NOTICE FROM LESSOR TO LESSEE AS REQUIRED UNDER SECTION 12 OF THE LEASE, TD EQUIPMENT FINANCE, INC. WILL RECORD THE LIEN ON YOUR BEHALF AT YOUR COST AND EXPENSE AND ASSESS A REASONABLE ADMINISTRATIVE FEE FOR PERFORMING SUCH SERVICE ON YOUR BEHALF.*

EXHIBIT E

FORM OF ACCEPTANCE CERTIFICATE

The undersigned, Chief Financial Officer for the City of Charleston, South Carolina, as Lessee, under the Lease Purchase Agreement (the "Lease Agreement") numbered Lease #40159950 , with TD EQUIPMENT FINANCE, INC., Lessor, acknowledges receipt in good condition of \_\_\_\_\_ and related equipment described in Exhibit "A" attached to the Lease Agreement, a copy of which is attached hereto.

<u>Payee</u>	<u>Amount</u>	<u>Invoice No.</u>	<u>Equipment</u>
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(Please see attached)

The undersigned officer of Lessee hereby reaffirms in all respects the provisions relating to arbitration contained in the Lease Agreement, and represents that, to the best of his or her knowledge, information and belief, the expectations therein expressed were reasonable as of the date on which they were made, and are reasonable as of this date, and that there were, and are as of this date, no facts, estimates or circumstances other than those expressed therein that would materially affect the expectations expressed therein.

Certified this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**LESSEE: CITY OF CHARLESTON, SOUTH CAROLINA**

By: \_\_\_\_\_

Name: Amy K. Wharton

Title: Chief Financial Officer

EXHIBIT F

MATTERS TO BE INCLUDED IN RESOLUTION/ORDINANCE OF GOVERNING BODY

Name: City of Charleston, South Carolina

Date: \_\_\_\_\_, 20\_\_

At a duly called meeting of the governing body of Lessee (as defined in the Lease Purchase Agreement) held on \_\_\_\_\_ the following resolution/ordinance was introduced and adopted.

WHEREAS the governing body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment described in the Lease Purchase Agreement presented at this meeting, and

WHEREAS, the governing body of Lessee has taken the necessary steps, including any legal bidding requirements, under applicable law to arrange for the acquisition of such Equipment.

BE IT RESOLVED, by the governing body of Lessee that the terms of said Lease Purchase Agreement are in the best interests of Lessee for the acquisition of such Equipment, and the governing body of Lessee designates and confirms the following persons to execute and deliver, and to witness (or attest), respectively, the Lease Purchase Agreement and any related documents necessary to the consummation of the transactions contemplated by the Lease Purchase Agreement.

By: \_\_\_\_\_

\_\_\_\_\_  
Title

By: \_\_\_\_\_

\_\_\_\_\_  
Title

The undersigned further certifies that the above ordinance has not been repealed or amended and remains in full force and effect and further certifies that the above and foregoing Lease Purchase Agreement is the same as presented at said meeting of the governing body of Lessee.

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

[SEE RESOLUTION/ORDINANCE]

EXHIBIT G

CERTIFICATE OF LESSEE

The undersigned, Amy K. Wharton, duly authorized representative of the named Lessee under that certain Lease Purchase Agreement dated April 1, 2020 with TD EQUIPMENT FINANCE, INC., as Lessor (the "Lease Agreement") hereby certifies as follows and in accordance with the requirements of the Lease Agreement. Capitalized terms used herein have the same meaning as in the Lease Agreement:

A. INCUMBENCY OF OFFICERS AND SIGNATURES:

I hold the position noted under my signature, and I have all the authority necessary to execute and deliver this Certificate. The following officers of Lessee are duly elected or appointed, and their signatures are true and correct, and where required, have been filed with the appropriate officials of the State:

\_\_\_\_\_  
Signature:  
Name: Amy K. Wharton  
Title: Chief Financial Officer

\_\_\_\_\_  
Signature  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

B. ESSENTIAL USE:

1. The Equipment will be used by the Lessee for the specific purpose of: To provide new vehicles, fire trucks and related equipment, environmental and information technology and related equipment to the various departments throughout the City.
2. The Equipment is essential for the functioning of Lessee and is immediately needed by Lessee. Such need is neither temporary nor expected to diminish during the term of the Lease Agreement. The Equipment is expected to be used by Lessee for a period in excess of the term of the Lease Agreement.
3. Funds are expected to come from the General Fund of Lessee.
4. The investments designated in Section 3.02 of the Escrow Agreement dated April 1, 2020 (the "Escrow Agreement") among the Lessor, the Lessee, and TD Bank, N.A., as escrow agent, in the Purchase Fund (as such term is defined in the Escrow Agreement) are legal and permitted investments for the Lessee under South Carolina law.

This certificate is based upon facts, circumstances, estimates and expectations of Lessee as of the date on which the Lease Agreement was executed, and to the best of my knowledge and belief, as of this date, such facts, circumstances and estimates are true and correct and such expectations are reasonable.

IN WITNESS WHEREOF, I have executed and delivered this certificate as of the 1<sup>st</sup> day of April 2020

CITY OF CHARLESTON, SOUTH CAROLINA

By: \_\_\_\_\_  
Name: Amy K. Wharton  
Title: Chief Financial Officer

ATTEST TO THE INCUMBENCY OF OFFICERS  
AND SIGNATURES IN SECTION A OF THIS  
CERTIFICATE OF LESSEE:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Signature Page – Exhibit G to Lease Purchase Agreement – Certificate of Lessee]

**EXHIBIT H**  
**SAMPLE LANGUAGE**  
**FORM OF OPINION OF LESSEE'S COUNSEL**

1. The City of Charleston, South Carolina ("Lessee") is a political subdivision duly organized and validly existing under the Constitution and laws of the State of South Carolina, with full power and authority to enter into the Lease Purchase Agreement dated April 1, 2020, between the Lessee and TD Equipment Finance, Inc. ("Lessor") (the "Lease Agreement"), the Escrow Agreement dated April 1, 2020 (the "Escrow Agreement") by and among the Lessor, the Lessee, and TD Bank, N.A. (the "Escrow Agent") and all documents related to the purchase of the Equipment and any other documents required to be delivered in connection with the Lease Agreement, the Escrow Agreement or the Equipment (hereinafter the "Documents").

2. The execution, delivery and performance by Lessee of the Lease Agreement and each Exhibit have been authorized by all necessary action on the part of the Lessee.

3. The Documents, including without limitation, the Lease Agreement and the Escrow Agreement have been duly authorized and executed and constitute legal, valid and binding obligations of Lessee, enforceable in accordance with the respective terms thereof, except as enforcement may be affected by any applicable bankruptcy, insolvency, debt adjustment, moratorium, reorganization or other similar laws or legal or equitable principles relating to the enforcement of creditors rights; and provided further, we do not express any opinion as to the legality, validity, or binding effect upon the Lessee of any provision of the Documents which requires the Lessee to indemnify the Lessor or any other party in any way.

4. The transactions contemplated by and under the Lease Agreement and the Escrow Agreement are in compliance with all local, state and federal law.

5. The investments designated in Section 3.02 of the Escrow Agreement in the Escrow Fund (as such term is defined in the Escrow Agreement) are legal and permitted investments for the Lessee under South Carolina law.

6. No approval, consent or withholding of objections is required from any federal, state or local governmental authority or instrumentality with respect to the entry into or performance by Lessee of its obligations under the Documents, except such as have already been obtained.

7. The Equipment is personal property and, when subject to use by the Lessee, will not be or become fixtures under the laws of the State of South Carolina.

8. The Lessor acknowledges that under the present laws of the State of South Carolina, governmental transfer of a security interest are exempt from the Code of Laws of South Carolina, 1976 (the "South Carolina Code") and that the security interest may not be perfected as such term is used in the South Carolina Code.

9. All required public bidding procedures, if any, regarding the award of the Lease Agreement have been followed by the Lessee.

10. To our knowledge, the entry into and performance by Lessee of its obligations under the Documents will not (i) violate any judgment, order, law or regulation applicable to Lessee or (ii) result in any breach of, constitute a default under or result in the creation of any lien, charge, security interest or other encumbrance upon any item of the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument (other than the Lease Agreement or any purchase money security interest retained by any supplier) to which Lessee is a party.

11. To our knowledge, there are no suits or proceedings pending or threatened in court or before any regulatory commission, board or other administrative governmental agency against or affecting Lessee, which will have a material adverse effect on the ability of Lessee to fulfill its obligations under the Lease Agreement or the Escrow Agreement.

This opinion is rendered to and may be relied upon solely by the addressees hereof and may not be relied upon by any other persons, firms or corporations.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to my attention, or any changes in law that may hereafter occur.

These opinions have been rendered to the best of my knowledge, information and belief. I understand these opinions will be relied upon by Lessor's attorney in its evaluation of issues with respect to the Lease Agreement, the Escrow Agreement and federal income tax laws of the United States of America.

EXHIBIT I

CERTIFICATE OF APPROPRIATION

I, Amy K. Wharton, Chief Financial Officer of the City of Charleston, South Carolina (the "Lessee"), hereby certify that all lease payments due by the Lessee under that certain Lease Purchase Agreement dated April 1, 2020, between the Lessee and TD Equipment Finance, Inc., as lessor, for the fiscal year ending December 31, 20\_\_ are within the Lessee's budget for the fiscal year ending December 31, 20\_\_.

IN WITNESS WHEREOF, I have set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

LESSEE: CITY OF CHARLESTON, SOUTH CAROLINA

By: \_\_\_\_\_  
Name: Amy K. Wharton  
Title: Chief Financial Officer



# South Carolina Department of Motor Vehicles

## Application for Certificate of Title and Registration for Motor Vehicle or Manufactured Home/Mobile Home

Form 400  
(Rev. 4/10)

No strikeovers, erasures, or correction fluid is acceptable on this form. For more information, visit our website at [www.scdmvonline.com](http://www.scdmvonline.com) or call our Customer Call Center at (803) 896-5000.

**SECTION A**  EXPEDITE (additional \$20.00 fee) Check here to expedite this title.

Check the box next to the type of transaction you need. Please enclose the required documents and fees with your completed and signed application. For expedited services (within 3 business days) include an additional \$20.00 fee. Make checks payable to: SC DMV. DO NOT SEND CASH.

<input type="checkbox"/> <b>NEW TITLE &amp; REGISTRATION</b> 1) Manufacturer Certificate of Origin (MCO) or Title. 2) Paid Property Tax Receipt 3) \$15.00 title fee and 4) Regular registration fee. 5) Sales Tax (5% of selling price or \$300.00 max.) 6) Insurance Information	<input type="checkbox"/> <b>TITLE AND PLATE TRANSFER</b> 1) Manufacturer Certificate of Origin (MCO) or Title. 2) List Previous Tag # _____ 3) Previous registration in owner's name. 4) \$15.00 title 5) \$10.00 transfer fee 6) Sales Tax (5% of selling price or \$300.00 max.) 7) Insurance Information	<input type="checkbox"/> <b>TITLE FOR MOBILE OR MANUFACTURED HOME</b> 1) Manufacturer Certificate of Origin (MCO) or Title. 2) Consumer Insulation Report required for \$300.00 sales tax cap, if mobile home is energy efficient. 3) \$15.00 title fee	<input checked="" type="checkbox"/> <b>TITLE ONLY</b> 1) Manufacturer Certificate of Origin (MCO) or Title. 2) \$15.00 title fee 3) Sales Tax (5% of selling price or \$300.00 max.) <input type="checkbox"/> <b>DUPLICATE TITLE</b> 1) <input type="checkbox"/> Lost <input type="checkbox"/> Stolen or <input type="checkbox"/> Destroyed Title 2) \$15.00 title fee.	<input type="checkbox"/> <b>LEASED VEHICLE</b> 1) Do not complete Section D. Complete Section E and all other applicable sections.  <b>MAIL YOUR APPLICATION TO:</b> SC DMV P.O. Box 1498 - 10311 Wilson Blvd. Blythewood, SC 29016 - 0024
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**SECTION B - VEHICLE INFORMATION** Please print or type in black ink only.

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR MAKE	BODY STYLE	MODEL	EMPTY WEIGHT	GVW
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**SECTION C - ODOMETER MILEAGE** (Miles not kilometers)

FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.

I STATE THAT THE ODOMETER NOW READS \_\_\_\_\_ (NO TENTHS) AND TO THE BEST OF MY KNOWLEDGE THAT IT REFLECTS THE ACTUAL MILEAGE OF THE VEHICLE DESCRIBED ABOVE UNLESS ONE OF THE FOLLOWING STATEMENTS IS CHECKED:



DO NOT CHECK ONE OF THE FOLLOWING UNLESS IT APPLIES.

- EXEMPT
- I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING REFLECTS THE AMOUNT OF MILEAGE IN EXCESS OF ITS MECHANICAL LIMITS.
- I CERTIFY THAT THE ODOMETER READING IS NOT THE ACTUAL MILEAGE. WARNING ODOMETER DISCREPANCY.

**SECTION D - OWNER INFORMATION** Your complete legal name must be used on all title and registration documents.

NEW PRIMARY OWNER COMPLETE LEGAL NAME (LAST, FIRST, MIDDLE)	SC CUSTOMER NO., DRIVER LICENSE NO., SOC. SEC., OR FEIN	DATE OF BIRTH
NEW CO-OWNER COMPLETE LEGAL NAME (LAST, FIRST, MIDDLE)	SHARED OWNERSHIP <input type="checkbox"/> AND <input type="checkbox"/> OR	SC CUSTOMER NO., DRIVER LICENSE NO., SOC. SEC., OR FEIN
PRIMARY OWNER'S RESIDENCE STREET ADDRESS (APT. NO. IF APPLICABLE)	CITY	STATE
		ZIP CODE
		COUNTY
MAILING ADDRESS (IF DIFFERENT FROM ABOVE)	CITY	STATE
		ZIP CODE
		COUNTY
ADDRESS WHERE VEHICLE IS HOUSED (IF DIFFERENT FROM ABOVE)	CITY	STATE
		SC
		ZIP CODE
		COUNTY
DAYTIME TELEPHONE NUMBER	TEMPORARY ADDRESS (IF APPLICABLE)	EXPIRATION OF TEMPORARY ADDRESS

**SECTION E - LEASING INFORMATION** Complete only for a leased vehicle.

LEASING COMPANY NAME	PHONE NO.	CONTACT PERSON	CUSTOMER NO.
ADDRESS	CITY	STATE	ZIP CODE
NAME OF LESSEE (PERSON LEASING VEHICLE)	DRIVER LICENSE NO., SOC. SEC. NO., OR FEIN	DATE OF BIRTH	
LESSEE'S SC RESIDENCE STREET ADDRESS (APT. NO. IF APPLICABLE)	CITY	STATE	ZIP CODE
		SC	
		ZIP CODE	COUNTY
LESSEE'S MAILING ADDRESS (IF DIFFERENT FROM ABOVE)	CITY	STATE	ZIP CODE
		STATE	ZIP CODE
		SC	
		ZIP CODE	COUNTY
ADDRESS WHERE VEHICLE IS HOUSED (IF DIFFERENT FROM ABOVE)	CITY	STATE	ZIP CODE
		STATE	ZIP CODE
		SC	
		ZIP CODE	COUNTY

**SECTION F - LIEN INFORMATION** If you are a lienholder, are you a SC ELT participant?  YES  NO

CUSTOMER NO., OR FEIN	LIENHOLDER NAME (FIRST LIEN) Write "None" if vehicle is paid in full. <b>TD EQUIPMENT FINANCE, INC.</b>	DATE OF LIEN	CONTACT PERSON	TELEPHONE NUMBER
MAILING ADDRESS <b>2059 SPRINGDALE ROAD</b>	CITY <b>CHERRY HILL</b>	STATE <b>NJ</b>	ZIP CODE <b>08003</b>	
CUSTOMER NO., OR FEIN	LIENHOLDER NAME (SECOND LIEN)	DATE OF LIEN	CONTACT PERSON	TELEPHONE NUMBER
MAILING ADDRESS	CITY	STATE	ZIP CODE	

< This section intentionally left blank >

**SECTION G - SALES TAX EXEMPTION** Complete this section if you are entitled to a sales tax exemption and sign in the space provided verifying the exemption.

VEHICLE PURCHASED FROM INDIVIDUALS AND TITLED IN SOUTH CAROLINA ARE SUBJECT TO SALES TAX UNLESS EXEMPT. THE TAX IS 5% OF THE SALES PRICE UP TO A MAXIMUM OF \$300.00. (MOBILE HOMES ARE CALCULATED DIFFERENTLY.)

THE VEHICLE WAS TRANSFERRED FROM:     
 MY PARENT   
 MY SPOUSE   
 MY CHILD   
 MY BROTHER/SISTER   
 MY GRANDPARENT   
 MY GRANDCHILD  
 THE VEHICLE WAS TRANSFERRED TO ME AS:     
 LEGAL HEIR   
 BENEFICIARY   
 DISTRIBUTE  
 I AM NON-RESIDENT MILITARY PERSONNEL     
 THE VEHICLE WAS A BONAFAIDE GIFT     
 SIGNATURE \_\_\_\_\_

**SECTION H - ADDITIONAL INFORMATION**

DATE OF PURCHASE	DATE FIRST OPERATED IN S.C.	ENERGY EFFICIENT MANUFACTURED/MOBILE HOME? <input type="checkbox"/> YES <input type="checkbox"/> NO
NEW OR USED?	PRIOR TITLE NUMBER	PRIOR TITLE STATE
THE VEHICLE DESCRIBED ON THIS APPLICATION IS: <input type="checkbox"/> REBUILDABLE <input type="checkbox"/> NON-REBUILDABLE		
THE VEHICLE SUSTAINED THE FOLLOWING DAMAGE: <input type="checkbox"/> COLLISION <input type="checkbox"/> FIRE <input type="checkbox"/> WATER <input type="checkbox"/> STOLEN (RECOVERED) <input type="checkbox"/> STOLEN (UNRECOVERED)		
AGENCY REFERENCE NUMBER	Calculate the Salvage Percentage:                    Predamaged Value _____ Estimate for Repairs _____ Percentage _____	
SALVAGE% _____		

**SECTION I - SELLER INFORMATION** Applicant should initial verifying the sales price of the vehicle.

SELLER OR DEALER NAME	SC DEALER/WHOLESALE NUMBER	SC SALES TAX NUMBER	SALES PRICE	CUSTOMER INITIALS
ADDRESS		CITY	STATE	ZIP CODE

**SECTION J - INSURANCE CERTIFICATION**

A VEHICLE MUST BE INSURED WITH LIABILITY INSURANCE COVERAGE WHEN IT IS REGISTERED AND IT MUST REMAIN INSURED WHILE REGISTERED, WHETHER OR NOT IT IS OPERATED, OR THE UNINSURED MOTORIST FEE MUST BE PAID. PENALTIES ARE SEVERE FOR VIOLATION OF THIS REQUIREMENT.

UNDER PENALTIES OF PERJURY, I (WE) DECLARE THAT THIS VEHICLE IS INSURED BY A LIABILITY INSURANCE POLICY ISSUED THROUGH AN INSURANCE COMPANY LICENSED TO DO BUSINESS IN SOUTH CAROLINA AND IT WILL REMAIN INSURED THROUGHOUT THE REGISTRATION PERIOD.

NAME OF INSURANCE COMPANY \_\_\_\_\_

**SECTION K - DONATE LIFE SC**

YES, I WISH TO DONATE \$5.00, MORE OR LESS, TO DONATE LIFE SC.      AMOUNT OF DONATION: \$\_\_\_\_\_00

**SECTION L - SIGNATURE OF OWNER**

UNDER PENALTIES OF PERJURY, I DECLARE THAT I AM THE OWNER OF THIS VEHICLE AND REQUEST THAT A SOUTH CAROLINA CERTIFICATE OF TITLE AND/OR REGISTRATION BE ISSUED. I FURTHER CERTIFY THAT THE INFORMATION ON THIS APPLICATION IS CORRECT TO THE BEST OF MY KNOWLEDGE. THE VEHICLE IS SUBJECT TO THE LIENS NAMED AND NO OTHERS. ALSO, IF REGISTERING A COMMERCIAL VEHICLE OVER 10,000 lbs., I CERTIFY THAT I AM FAMILIAR WITH THE FEDERAL MOTOR CARRIER SAFETY REGULATIONS AND/OR FEDERAL HAZARDOUS MATERIALS REGULATIONS.

SIGNATURE OF OWNER (S) - MUST BE SIGNED IN INK BY OWNER OR AUTHORIZED AGENT (ATTACH POWER OF ATTORNEY IF APPLICABLE) \_\_\_\_\_ DATE \_\_\_\_\_

**DISCLOSURE STATEMENT**

56-3-240 (SOUTH CAROLINA CODE OF LAWS) - THE DEPARTMENT SHALL OBTAIN THE FEDERAL EMPLOYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER WHEN A VEHICLE IS REGISTERED WITH A GROSS VEHICLE WEIGHT OF MORE THAN 26,000 POUNDS OR A BUS COMMON CARRIER. THE DRIVER PRIVACY PROTECTION ACT OF 1994 (DPPA), 18 USC SECTION 2721-2725 RESTRICT THE DISCLOSURE OF PERSONAL INFORMATION CONTAINED IN OUR RECORDS.

**PENALTY FEES**

FAILURE TO REGISTER WITHIN 45 DAYS OF THE DATE OF PURCHASE OR THE DATE OF OPERATION IN SOUTH CAROLINA WILL RESULT IN PENALTY FEES IN ADDITION TO REGULAR TITLE AND/OR REGISTRATION FEES. THE LATE PENALTY FEE SCHEDULE IS AS FOLLOWS:

46 - 60 DAYS LATE - \$10.00	61 - 75 DAYS LATE - \$25.00	76 - 135 DAYS LATE - \$50.00	OVER 135 DAYS LATE - \$75.00
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**THIS SECTION FOR DMV USE ONLY**

CHECK APPROPRIATE BOX:     BRAND     NO BRAND

RATED BY	TRANSACTION FEES	
OFFICE/OFFICE NUMBER	EXPEDITED FEE	WEIGHT INCREASE
PLATE NUMBER	LICENSE FEE	TRANSFER
EXPIRATION DATE	UNINSURED FEE	TITLE
PLATE CLASS	USE OR SALES TAX	DONATE LIFE SC
SUSPENSE REASON	PENALTY	TOTAL



# South Carolina Department of Motor Vehicles

## Instructions for Completing the Application for Title (Form 400)

**IS-400**  
(Rev. 9/11)

### General Instructions

1. Use blue or black ink when completing this form.
2. No strikeovers, erasures or correction fluid is acceptable on this form.

### Section A

Check the appropriate box for the type transaction you are applying:

3. **New Title & registration** – If you wish to register the vehicle and receive a license plate, check  here.
4. **Title and Plate Transfer** – If you are transferring an existing plate already in your name, check  here. If the transfer plate is within three months of expiring, the plate should be renewed before transferring.
5. **Title for Mobile or Manufactured Home** – If you are titling a mobile or manufactured home, check  here.
6. **Title Only** – If you are applying for a title only (no registration or plates), check  here.
7. **Duplicate Title** – If you wish to receive a duplicate title of a vehicle or mobile home that is already titled, check  here.
8. **Leased Vehicle** – If the vehicle you are titling is leased, check  here. Do not complete section D if the vehicle is leased. Note that one of the above options (1-6) should also be selected.
9. **Expedite Title** – If you wish to have the title processed within 3 days, or the same day in a field office or headquarters, check  here. An additional \$20 fee will apply. Note that one of the above options (1-6) should be checked and option 7 if this is for a leased vehicle.

### Section B – Vehicle Information

You must complete all fields from the supporting documents, including the VIN, Make, Year Make, Body Style, Model, and Empty Weight. The GVW (Gross Vehicle Weight) box must be completed, if applicable. The Gross Vehicle Weight is the combined empty weight of the vehicle and the weight of the load and/or what is being pulled. Passenger only vehicles (other than trucks) do not require a GVW. If the vehicle is designed to carry property, the GVW is required. See the GVW rate chart below to determine the GVW fees for your vehicle. These fees are paid in addition to required registration fees.

Gross Vehicle Weight	Annual	Biennial	Gross Vehicle Weight	Annual	Biennial
0001 lbs. - 4000 lbs.	\$15.00	\$30.00	8001 lbs. - 9000 lbs.	\$45.00	\$90.00
4001 lbs. - 5000 lbs.	\$20.00	\$40.00	9001 lbs. - 10000 lbs.	\$50.00	\$100.00
5001 lbs. - 6000 lbs.	\$30.00	\$60.00	10001 lbs. - 11000 lbs.	\$55.00	\$110.00
6001 lbs. - 7000 lbs.	\$35.00	\$70.00	11001 lbs. - 12000 lbs.	\$60.00	\$120.00
7001 lbs. - 8000 lbs.	\$40.00	\$80.00			

### Section C – Odometer Mileage

In the odometer mileage field, enter the current mileage at the time of titling and/or registration. The mileage must be the current mileage and not the mileage listed at the time of sale. Mileage is required unless the vehicle is over 10 years old. If the vehicle is over 10 years old, the title may be marked "Exempt". Do not check one of the mileage options – Exempt, Excess of Mechanical Limits or Not Actual Mileage – unless it applies.

1. **Actual Mileage** – the odometer reflects the actual mileage on the vehicle.
2. **Excess of Mechanical Limits** – This phrase means that the odometer has reached its maximum number and has now restarted counting the mileage from zero. For example, if the odometer only contains 5 digits, then the mechanical limit would be 99,999, after which the odometer would begin counting at 00,000 (the odometer has "rolled over").
3. **Not actual Mileage** – the odometer is broken or has been replaced, or the current owner is unsure of the true mileage.

### Section D – Owner Information – If the vehicle is leased, this section should not be completed with lessee information.

1. **New Primary Owner Complete Legal Name (Last, First, Middle)** – Enter the last name, first name, and middle name of the new primary owner. The person with the most vested interest in the vehicle or mobile home is the primary owner. All correspondence, including tax notices will be sent to the primary owner.
2. **SC Customer No., SC Driver License No., Soc. Sec. or FEIN** – Enter the customer number or driver's license number issued by the South Carolina Department of Motor Vehicles for the primary owner. Do not enter an Out of State driver's license number. If the primary owner has not obtained a South Carolina customer number or driver's license number, enter the primary owner's social security number. If the primary owner is a business or company, enter the social security number or FEIN (FEDERAL EMPLOYEE IDENTIFICATION NUMBER) for the business or company.
3. **Date of Birth** – If the primary owner is an individual, enter the date of birth of the primary owner. If the primary owner is a business or company, leave this space blank.

4. **New Co-Owner Complete Legal Name (Last, First, Middle)** – If ownership of the vehicle or mobile home is shared by two persons, enter the last name, first name and middle name of the new co-owner of the vehicle or mobile home. Note: If the existing primary owner of a vehicle is adding a co-owner to an existing South Carolina title, property taxes will have to be paid in both names to obtain a new plate and registration; or the primary owner or co-owner may transfer a plate that is currently in both names to this vehicle (a \$10.00 transfer fee will apply even if the plate is currently on the vehicle). Additional co-owners are to be listed on a separate Form 400 with Sections B, D, and L completed. The primary owner is required to sign all additional Forms 400 regardless of the relationship.
5. **Shared Ownership** – If “AND” is chosen, then the listed owners will hold title to the vehicle together. For example, if the vehicle title states “John Smith AND Jane Smith,” then the signatures of both will be required for future title transactions. Also, if the vehicle title states “John Smith AND Jane Smith,” and if John Smith dies, then the vehicle title can only be transferred or re-titled by way of the Probate Court. If “OR” is chosen, this type of ownership is called a joint tenancy with right of survivorship. For example, if the vehicle title states “John Smith OR Jane Smith,” they are owners as joint tenants with rights of survivorship. If John Smith dies, then Jane Smith becomes the owner upon John Smith’s death. When John Smith dies, Jane Smith will need the title for DMV to transfer the title into Jane Smith’s name. DMV will then issue a new title solely in Jane Smith’s name. **NOTE:** If there is a lien on the title, then the lien must be satisfied prior to the transfer.
6. **SC Customer No., SC Driver License No., Soc. Sec. or FEIN** – Enter the customer number or driver’s license number issued by the South Carolina Department of Motor Vehicles for the co-owner. Do not enter an Out of State driver’s license number. If the co-owner has not obtained a South Carolina customer number or driver’s license number, enter the co-owner’s social security number. If the co-owner is a business or company, enter the social security number or FEIN (FEDERAL EMPLOYEE IDENTIFICATION NUMBER) for the business or company.
7. **Date of Birth** – If the co-owner is an individual, enter the date of birth of the co-owner. If the co-owner is a business or company, leave this space blank.
8. **Primary Owner’s Resident Street Address (Apt. No. If applicable)** – Enter the complete residential street address for the primary owner. A post office box address is not acceptable in this space. If the address is in an apartment complex, include the apartment number. If the primary owner receives mail at an address other than the residential street address, that address should be entered in the mailing address section. This is the address that the title and/or registration and all other SCDMV correspondence or credentials will be mailed to if a mailing address or temporary address is not entered,
9. **City** – Enter the city for the primary owner’s residential street address.
10. **State** – Enter the state for the primary owner’s residential address.
11. **Zip Code** – Enter the zip code for the primary owner’s residential street address.
12. **County** – Enter the South Carolina county number or name for the primary owner’s residential street address, if the residential address is in South Carolina.
13. **Mailing Address (If Different from Above)** – If the primary owner receives mail at an address other than the residential street address, that address should be entered in this space. Unlike the residential street address, this address may be out of state. If the address is in an apartment complex, include the apartment number. This is the address that the title and/or registration and all other SCDMV correspondence and credentials will be mailed to unless left blank or a temporary address is indicated. SCDMV correspondence and credentials will be sent here unless changed or removed by the primary owner.
14. **City** – Enter the city for the primary owner’s mailing address.
15. **State** – Enter the state for the primary owner’s mailing address.
16. **Zip Code** – Enter the zip code for the primary owner’s mailing address.
17. **County** – If the mailing address is in South Carolina, enter the South Carolina county number or name for the mailing address.
18. **Address where vehicle is housed (If Different from above)** – If the vehicle or mobile home is kept in a location in South Carolina other than the residential address of the primary owner, indicate that address here. If the address is in an apartment complex, include the apartment number.
19. **City** – Enter the city of the vehicle or mobile home’s housed address.
20. **State** – The state is marked “SC” because the housed address for the vehicle must be a South Carolina address.
21. **Zip Code** – Enter the zip code of the vehicle or mobile home’s housed address.
22. **County** – Enter the South Carolina county number or name for the vehicle or mobile home’s housed address.
23. **Daytime Telephone Number** – Enter the daytime telephone number of the primary owner here.
24. **Temporary Address (If applicable)** – If the primary owner will be receiving mail at a temporary address for a specified period of time, enter the address, city, state and zip code of the temporary address. If the address is in an apartment complex, include the apartment number. The title and/or registration and all other SCDMV correspondence and credentials will be mailed to this address until the expiration date listed for this address.
25. **Expiration Date of Temporary Address** – Enter the date that the primary owner will no longer be receiving mail at the temporary address. After the date indicated, all SCDMV correspondence and credentials will be mailed to the residential street address or the mailing address, if indicated.

## Section E – Leasing Information (Complete only if the vehicle is leased)

1. **LEASING COMPANY NAME** - enter the name of the leasing company for the vehicle.
2. **PHONE NO** - enter the phone number of the leasing company for the vehicle.
3. **CONTACT PERSON** - enter the name of the person we should contact at the leasing company if there are any questions about the transaction.
4. **CUSTOMER NUMBER** – If known, enter the DMV issued customer number for the company that is leasing this vehicle.
5. **ADDRESS, CITY, STATE and ZIP CODE** - enter the address of the leasing company for the vehicle.
6. **NAME OF LESSEE** - enter the name of the person or company leasing the vehicle.
7. **DRIVER LICENSE NO., SOC. SEC. NO., OR FEIN** – enter one of the following numbers in this field: the driver’s license number or social security number of the individual or company leasing the vehicle, or the Federal Employment Identification Number (FEIN) of the company leasing the vehicle.
8. **DATE of BIRTH** - enter the date of birth of the individual leasing the vehicle.
9. **LESSEE’S SC RESIDENCE STREET ADDRESS, CITY, and ZIP CODE** - enter the complete South Carolina street address of the individual or company leasing the vehicle. If the address is in an apartment complex, include the apartment number.
10. **COUNTY** - enter the South Carolina county code or the name of the county in which the lessee resides.
11. **LESSEE’S MAILING ADDRESS, CITY, STATE, ZIP CODE, and COUNTY** – enter the lessee’s complete mailing address if it is different than the lessee’s SC residence address. If the address is in an apartment complex, include the apartment number.
12. **ADDRESS WHERE VEHICLE IS HOUSED, CITY, ZIP CODE, and COUNTY** – enter the address where the vehicle is being kept if it is different than the lessee’s SC residential street address. If the address is in an apartment complex, include the apartment number.

## Section F – Lien Information (Complete only if there is an outstanding lien on the vehicle)

The lien information on the Form 400 must agree with the supporting documents.

1. Check one of the boxes (YES or NO) to indicate whether or not the lien holder is set up with South Carolina Department of Motor Vehicles for electronic lien transfers (ELT).
2. **CUSTOMER NO., OR FEIN** – If known, enter one of the following numbers in this field: the DMV issued customer number for the lien holder or the company’s Federal Employment Identification Number (FEIN). NOTE: If the lien holder is an ELT customer, the DMV customer number is required in this field.
3. **LIENHOLDER NAME** - enter the complete name of the lien holder. If transferring an out of state title, use the name as it appears on the out of state title.
4. **DATE OF LIEN** - enter the date the loan was obtained.
5. **CONTACT PERSON** - enter the complete name of the individual handling the loan in case DMV needs to contact them.
6. **TELEPHONE NUMBER** - enter the contact person’s telephone number, including area code.
7. **MAILING ADDRESS, CITY, STATE, and ZIP CODE** - enter the complete mailing address of the lien holder. Use the home office address which may be different than the address they are sending their payments. If transferring a vehicle from another state, use the address as it appears on the out of state title.
8. If there is more than one lien on the vehicle or mobile home, the second lien holder’s information would be entered in this section. Please see #2 through 7 above for an explanation of these fields.

## Section G – Sales Tax Exemption

Complete this section only if you are entitled to a sales tax exemption. This exemption applies to the owner applying for the title. The customer should only complete and sign this section if entitled to a sales tax exemption. Please note primary owners 85 years or older may qualify for reduced sales taxes. If you qualify for a sales tax exemption, you should sign in the space provided and check one of the boxes as described in items 1-4, below.

1. **The vehicle was transferred from—**Check () the appropriate box of the individual who transferred the vehicle to you. Indicate my parent, my spouse, my child, my brother/sister, my grandparent, or my grandchild.
2. **The vehicle was transferred to me as –** Check (  ) the appropriate box if the vehicle was transferred to you as a legal heir or beneficiary. If the transfer is made by court Order, a certified copy of the Affidavit of Collection of Personal Property for Small

Estate Proceeding or similar Probate Court Order listing the person or persons who receive the vehicle is required. If the transfer is made by the duly appointed Personal Representative, then the original Certificate of Appointment from the Probate Court is required to complete the transfer. **Note:** A Death Certificate cannot be accepted in lieu of these documents, and Form 4036 "Affidavit of Inheritance of Vehicle" is no longer accepted after July 1, 2011.

3. **The vehicle was transferred to me as** – Check () the appropriate box if the vehicle was transferred to you as a legal heir, beneficiary, or distributee. You must consult with your county's probate court officials and submit probate documents that support the transfer of the vehicle in your name.
4. **I am non-resident military personnel** – Check () if you are non-resident military personnel. You should provide a copy of your Leave and Earnings Statement (LES). The nonresident military exemption for sales, casual excise and use tax only applies to passenger motor vehicles (cars, passenger vans & sports utility vehicles) and motorcycles, not trucks or cargo vans.
5. **The vehicle was a bonafide gift** - Check () this box if the vehicle or mobile home was given to you as a gift.

## Section H – Additional Information

1. **Date of Purchase** – Enter the date the vehicle was purchased by the applicant.
2. **Date First Operated in South Carolina** – Enter the date the vehicle was first operated in South Carolina by the applicant. If the applicant is moving from out of state, enter the date the vehicle was moved to the state of South Carolina.
3. **Energy Efficient Manufactured/Mobile Home?** – If you are applying for a title for a mobile home or manufactured home designated by the United States Environmental Protection Agency and the United States Department of Energy as meeting or exceeding each agency's energy saving efficiency requirements check "Yes". If the manufactured or mobile home does not meet these requirements, check "No".
4. **New or Used?** – If this title is for a vehicle or mobile home that has its original owner, enter "New". If the vehicle has been previously owned, enter "Used".
5. **Prior Title Number** – If vehicle or mobile home has been previously titled, indicate the title number from the previous title. This will be the title document submitted to obtain the new South Carolina title.
6. **Prior Title State** – If the vehicle or mobile home has been previously titled, indicate the state that previously titled the vehicle. This will be the state that issued the title that is being submitted to obtain the new South Carolina title.
7. **The Vehicle described on this application is** – If this title application is for a vehicle that has sustained damages due to a vehicular or other accident, check if the vehicle is "rebuildable" or "non-rebuildable". This item is used only by insurance companies settling claims on salvage vehicles.
8. **The Vehicle Sustained the Following Damage** – If this title application is for a vehicle that has sustained damages due to a vehicular or other accident, indicate if the vehicle was involved in a collision, and if there has been fire damage and/or if there has been water damage. This item is used only by insurance companies settling claims on salvage vehicles.
9. **Agency Reference Number** – This item is optional for government agencies to indicate additional vehicle or owner information that will be printed on the title. This item is often used to indicate the fleet number of a vehicle for a company or governmental agency.
10. **Calculate The Salvage percentage and Salvage %** – Calculate the salvage percentage by indicating the value of the vehicle before the damages were incurred and the estimated cost of repairs. Divide the estimated cost of repairs by the pre-damaged value to obtain the Salvage %. For example, if the value of the vehicle before damages was \$20,000 and repairs are estimated at \$15,000, the salvage percentage is 75% (\$15,000/\$20,000). SCDMV Form TR3 is required if the salvage percentage is less than 75% or the vehicle's pre-damaged value is less than \$2000. This item is used only by insurance companies settling claims on salvage vehicles.

## Section I – Seller Information

The section is not required for duplicate titles, corrections, or vehicles transferred from out of state without a sale.

1. **Seller or Dealer Name** – enter the seller's or dealer's name.
2. **SC Dealer/Wholesaler Number** – if the vehicle was purchased from a dealer, enter the dealer or wholesaler number.
3. **SC Sales Tax Number** – If the vehicle was not purchased from a dealer, leave this field blank; otherwise, enter the dealer or wholesaler's sales tax number.
4. **Sales Price** –the sales price of the vehicle. **You should initial to verify the sales price if the sales price is entered here.**
5. **Address** – enter the complete address of the seller or dealer.
6. **City** –enter the city of the seller or dealer.
7. **State** –enter the state of the seller or dealer.
8. **Zip Code** –enter the zip code of the seller or dealer.

## **Section J – Insurance Certification**

This section is required if a vehicle registration is requested. Enter the name of the liability insurance company; not the insurance agency's name.

## **Section K – Donate Life SC**

Indicate whether you would like to make a donation to Donate Life SC. If you would like to make a donation, indicate the amount to contribute on the blank line. For more information on Donate Life SC, visit [www.donatelifesc.org](http://www.donatelifesc.org).

## **Section L – Signature of Owner**

After verifying that all information is accurate and correct, the owner(s) must sign. If *Shared Ownership* is marked with "And" (Section D, #5), both owners must sign the application. If someone other than the owner signs the application, the application must be accompanied by an official POA (Power of Attorney). If you are registering a commercial vehicle over 10,000 lbs., you are also certifying that you are familiar with the Federal Motor Carrier Safety Regulations and/or Federal Hazardous Materials Regulations. If the vehicle registered is not a commercial vehicle over 10,000 lbs., this statement is not applicable to this application. If more than two owners, the primary owner is required to sign all additional Forms 400 regardless of relationship (See Section D, #5 *Shared Ownership*).

## ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("Escrow Agreement") is made and entered into as of April 1, 2020 by and among TD Bank, N.A., a national banking association organized and existing under the laws of the United States of America (the "Escrow Agent"), TD Equipment Finance, Inc., a Maine Corporation, as lessor ("Lessor") and the City of Charleston, South Carolina, an entity existing under the laws of the State of South Carolina, as lessee ("Lessee").

In the joint and mutual exercise of their powers, and in consideration of the mutual covenants herein contained, the parties hereto recite and agree as follows:

### ARTICLE 1: RECITALS.

**Section 1.01.** Lessor and Lessee have entered into a Lease Purchase Agreement, dated April 1, 2020, and Rider No. 1 to Lease Agreement, together with all riders thereto, dated as of April 1, 2020 (together, the "Lease"), duplicate originals of which have been furnished to the Escrow Agent, whereby Lessee shall lease from Lessor certain personal property described in Exhibit A to the Lease (the "Equipment") in the manner and on the terms set forth in the Lease. This Escrow Agreement is not intended to alter or change the rights and obligations of Lessor, and Lessee under the Lease, but is entirely supplemental thereto.

**Section 1.02.** The terms capitalized in this Escrow Agreement but not defined herein shall have the meanings given to them in the Lease.

**Section 1.03.** Under the Lease, within 10 days after the execution of the Lease and this Escrow Agreement and the delivery to Lessor by Lessee of all documents required to be delivered upon execution of the Lease, Lessor is required to deposit or cause to be deposited with the Escrow Agent the sum of \$7,923,702.00, which is required to be credited to the Purchase Fund established in Article 2 hereof and used to pay the Contract Price of the items of Equipment, and, to the extent not needed for this purpose, to pay or prepay unpaid Lease Payments due or coming due under the Lease together with any other Lease obligations due under the Lease; all as hereinafter provided.

**Section 1.04.** Under the Lease, Lessee has caused or will cause each item of Equipment to be ordered from the Vendor therefor. The Contract Price will be either reimbursed to Lessee (pursuant to the restrictions contained in Section 2.02 herein), or paid to the Vendors supplying the Equipment, and such Contract Price shall be paid solely from the amount deposited with the Escrow Agent as described in Section 1.03 hereof, in accordance with this Escrow Agreement.

**Section 1.05.** Lessor and Lessee agree to employ the Escrow Agent to receive, hold and disburse the moneys to be deposited with the Escrow Agent by Lessor as described in Section 1.03, all as hereinafter provided; however, the Escrow Agent shall not be obligated to assume or perform any obligation of Lessee or Lessor or any Vendor with respect thereto or under the Lease by reason of anything contained in this Escrow Agreement.

**Section 1.06.** Each of the parties has authority to enter into this Escrow Agreement and has taken all actions necessary to authorize the execution hereof by the officers whose signatures are affixed hereto.

### ARTICLE 2: PURCHASE FUND.

**Section 2.01.** The Escrow Agent shall establish a special escrow fund designated as the City of Charleston Lease #40159950 ("Purchase Fund"), shall keep such Purchase Fund separate and apart from all other funds and moneys held by it and shall administer such Purchase Fund as provided in this Escrow Agreement.

**Section 2.02.** All moneys deposited with the Escrow Agent by Lessor pursuant to Section 1.03 of the Escrow Agreement shall be credited to the Purchase Fund. The Escrow Agent shall use the moneys in the Purchase Fund to pay the Contract Price of each item of Equipment subject to the Lease, upon receipt with respect thereto of a

Payment Request Form attached hereto as Exhibit A, executed by Lessor and Lessee, fully completed and with all supporting documents described therein attached thereto. Upon receipt of a Payment Request Form with respect to any item of Equipment, an amount equal to the Contract Price as shown therein shall be paid directly to the person or entity entitled to payment as specified therein. It is specifically provided that any such payments from the Purchase Fund may be made as reimbursements to the Lessee for payments of the Contract Price that Lessee previously made directly to Vendors ("Reimbursement Payments"). Any Reimbursement Payments made hereunder shall be subject to the following requirements: (1) in addition to the Payment Request Form, Acceptance Certificate and other supporting documents referenced above, Lessee shall provide to Lessor and Escrow Agent invoice and bills of sale with respect to the Equipment subject to the Reimbursement Payment, (2) reasonable evidence and proof of payment that such Reimbursement Payments were made to each applicable Vendor, and (3) evidence that such Reimbursement Payments were made not more than 60 days prior to earlier of: (x) the date of the Escrow Agreement, (y) the date of the Ordinance passed by the Lessee approving the Lease and this Escrow Agreement, or (z) the date on which Lessee declared its official intent to reimburse such Reimbursement Payments as required by the Internal Revenue Code of 1986, as from time to time amended

**Section 2.03.** Lessee shall furnish to Escrow Agent and Lessor as soon as available, a copy of the invoices, bills of sale and/or purchase orders for all Equipment subject to the Lease which Lessee has ordered and will seek a Reimbursement Payment or will order pursuant to the Lease showing the Contract Price and the estimated delivery date. On April 1, 2022 (as such date may be amended from time to time pursuant to Section 7.08 hereof, the "Escrow Date") the Escrow Agent shall pay to Lessor an amount equal to the entire remaining balance on deposit in the Purchase Fund including interest earnings contained therein, if any, less the amount equal to the Contract Price of all items of Equipment for which Escrow Agent has received a fully and properly completed Payment Request Form and which has not been paid. The amount paid to Lessor, pursuant to this Section, shall be applied to the Lease Payments and any other amounts due under the Lease, all as determined by Lessor. Upon payment as described in the preceding sentence, Lessor shall prepare a revised amortization schedule (which, absent manifest error, shall be effective without the consent of Lessee) reflecting such payment.

**Section 2.04.** Upon receipt of written notice from Lessor that an Event of Default has occurred and is continuing, the Escrow Agent shall transfer all other moneys held in the Purchase Fund to Lessor.

**Section 2.05.** The Escrow Agent shall only be responsible for the safekeeping and investment of the moneys held in the Purchase Fund, and the disbursement thereof in accordance with this Article, and shall not be responsible for the authenticity or accuracy of such certifications or documents, the application of amounts paid pursuant to such certifications by the persons or entities to which they are paid, or the sufficiency of the moneys credited to the Purchase Fund to make the payments herein required.

### **ARTICLE 3: MONEYS IN PURCHASE FUND; INVESTMENT.**

**Section 3.01.** The moneys and investments held by the Escrow Agent under this Escrow Agreement are irrevocably held in trust for the benefit of Lessee and Lessor, and such moneys, together with any income or interest earned thereon, shall be expended only as provided in this Escrow Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of either Lessee or Lessor. Lessor, Lessee and the Escrow Agent intend that the Purchase Fund constitute an escrow account in which Lessee has no legal or equitable right, title or interest until satisfaction in full of all conditions contained herein for the disbursement of funds by the Escrow Agent therefrom. However, if the parties' intention that Lessee shall have no legal or equitable right, title or interest until all conditions for disbursement are satisfied in full is not respected in any legal proceeding, the parties hereto intend that Lessor have a security interest in the Purchase Fund, and such security interest is granted by Lessee to Lessor pursuant to the Lease and hereby, to secure payment of all sums due to Lessor under the Lease. For such purpose, the Escrow Agent hereby agrees to act as agent for Lessor in connection with the perfection of such security interest and agrees to note, or cause to be noted, on all books and records relating to the Purchase Fund, Lessor's interest therein.

**Section 3.02.** Provided that the same complies with South Carolina law as permitted investments for Lessee, moneys in the Purchase Fund shall be held invested in the Goldman Sachs Financial Square Government Fund Service Shares or any other fund the Escrow Agent customary utilizes in their normal course of business as directed in writing by the Lessee.

**ARTICLE 4: ESCROW AGENT'S AUTHORITY**

**Section 4.01.** The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of any instrument deposited with it, nor as to the identity, authority or right of any person executing the same; and its duties hereunder shall be limited to those specifically provided herein.

**Section 4.02.** Unless the Escrow Agent is guilty of gross negligence or willful misconduct with regard to its duties hereunder, Escrow Agent shall be released from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Escrow Agreement. Solely from legally available funds, the Escrow Agent shall be reimbursed for any and all expenses, including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim. If such legally available funds are not available for the purposes of the foregoing sentence, the Escrow Agent shall be vested with a lien on all property deposited hereunder, for reasonable attorneys' fees, court costs, for any suit, interpleader or otherwise, or any other expenses, fees or charges of any character or nature, which may be incurred by the Escrow Agent by reason of disputes arising among Lessee and Lessor as to the correct interpretation of the Lease or this Escrow Agreement and instructions given to the Escrow Agent hereunder, or otherwise, with the right of the Escrow Agent, regardless of the instructions aforesaid, to hold the said property until and unless said additional expenses, fees and charges shall be fully paid.

**Section 4.03.** If Lessee or Lessor shall be in disagreement about the interpretation of the Lease or this Escrow Agreement, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, but shall not be required to, file an appropriate civil action to resolve the disagreement. Solely from legally available funds or property held hereunder, the Escrow Agent shall be reimbursed for all costs, including reasonable attorneys' fees, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under this Escrow Agreement until a final judgment in such action is received.

**Section 4.04.** The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of facts or errors of judgment, or for any acts or omissions of any kind unless caused by its negligence or misconduct.

**ARTICLE 5: ESCROW AGENT'S COMPENSATION.**

**Section 5.01.** Lessor hereby agrees to pay the Escrow Agent \$1,500 as annual compensation for the services to be rendered hereunder and will pay and/or reimburse the Escrow Agent upon request for all expenses, disbursements and advances, including reasonable attorneys' fees, incurred or made by it in connection with carrying out its duties hereunder. The Escrow Agent's fee shall be payable upon execution of this Escrow Agreement.

**ARTICLE 6: CHANGE OF ESCROW AGENT.**

**Section 6.01.** A national banking association located in the United States or a state bank or trust company organized under the laws of a state of the United States, qualified as a depository of public funds, may be substituted to act as Escrow Agent under this Escrow Agreement upon agreement of the parties hereto. Such substitution shall not be deemed to affect the rights or obligations of the parties. Upon any such substitution, the Escrow Agent agrees to assign to such substitute Escrow Agent its rights under this Escrow Agreement.

**Section 6.02.** The Escrow Agent or any successor may at any time resign by giving mailed notice to Lessee and Lessor of its intention to resign and of the proposed date of resignation, which shall be a date not less than 30 days after such notice is deposited in the United States mail with postage fully prepaid, unless an earlier resignation date and the appointment of a successor Escrow Agent shall have been or are approved by Lessee and Lessor.

**Section 6.03.** The Escrow Agent may appoint an agent to exercise any of the powers, rights or remedies granted to the Escrow Agent under this Escrow Agreement, and to hold title to property or take any other action which may be desirable or necessary.

**ARTICLE 7: ADMINISTRATIVE PROVISIONS.**

**Section 7.01.** The Escrow Agent shall keep complete and accurate records of all moneys received and disbursed under this Escrow Agreement, which shall be available for inspection by Lessee or Lessor, or the agent of any of them, at any time during regular business hours. The Escrow Agent shall provide such records to the Lessor and Lessee upon request and shall maintain a copy of such records for six years after the final disbursement from the Purchase Fund.

**Section 7.02.** All written notices to be given under this Escrow Agreement shall be given by mail to the party entitled thereto at its address set forth in the Lease and to the Escrow Agent at 2059 Springdale Road., Cherry Hill, New Jersey 08003, or at such address as the party may provide to the other parties hereto in writing from time to time. Any such notice shall be deemed to have been received 72 hours after deposit in the United States mail in registered form, with postage fully prepaid.

**Section 7.03.** This Escrow Agreement, together with Exhibits and Attachments hereto, constitutes the entire agreement of the parties relative to the Purchase Fund. This Escrow Agreement shall be construed and governed in accordance with the laws of the State.

**Section 7.04.** Any provisions of this Escrow Agreement found to be prohibited by law shall be ineffective only to the extent of such prohibition and shall not invalidate the remainder of this Escrow Agreement or the Lease.

**Section 7.05.** This Escrow Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

**Section 7.06.** This Escrow Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

**Section 7.07.** This Escrow Agreement shall terminate upon disbursement by the Escrow Agent of all moneys held by it hereunder.

**Section 7.08.** The terms of this Escrow Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the parties hereto, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the day and year first written above.

TD EQUIPMENT FINANCE, INC., Lessor

TD BANK, N.A., Escrow Agent

By: \_\_\_\_\_

By: \_\_\_\_\_

Betsy Smith

Title:

Title: Assistant Vice President

Address: 2059 Springdale Road  
Cherry Hill, NJ 08003

Address: 2059 Springdale Road  
Cherry Hill, NJ 08003

Telephone: (856) 685-5244  
Fax: (856) 533-1022

Telephone: 856-685-5141  
Fax: 856-685-5267

Lessee: CITY OF CHARLESTON, SOUTH CAROLINA

By: \_\_\_\_\_

Name: Amy K. Wharton  
Title: Chief Financial Officer  
Address: 116 Meeting Street  
Charleston, SC 29401

Telephone: 843-579-7596  
Fax: 843-720-3901

EXHIBIT A TO ESCROW AGREEMENT  
LEASE # 40159950 ESCROW # TBD  
Payment Request Form No. \_\_\_\_\_

TD Bank, N.A., Escrow Agent under an Escrow Agreement dated as of April 1, 2020, by and among the said Escrow Agent, TD Equipment Finance, Inc. ("Lessor"), and the City of Charleston, South Carolina, as lessee ("Lessee") is hereby requested to pay, from the Purchase Fund held under said Escrow Agreement, to the persons, firms or corporations designated below as payee, the amount set forth opposite each such name, in payment of the contract price of the Equipment designated opposite such payee's name and account and described on the attached page(s). The Equipment comprises a portion of the Equipment described in Exhibit A (the "Schedule") to the Lease described in the Escrow Agreement. Subject to the requirements set forth in the Escrow Agreement, it is specifically understood that such payments hereunder may be made in the form of a reimbursement to Lessee for payments of the Contract Price it has previously made.

<u>Payee Name/ Address</u>	<u>Amount</u>	<u>Invoice No.</u>	<u>Equipment</u>
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Remit to Address (Required)

\$ \_\_\_\_\_ REQUISITION # \_\_\_\_\_ TOTAL

The undersigned hereby certifies that attached hereto is a duplicate original or certified copy of the following documents relating to the order, delivery and acceptance of the Equipment described in this Payment Request Form: (1) a Vendor's payment requisition and (2) Lessee's acceptance certificate relating to the Equipment in the form prescribed by the Lease described in the Escrow Agreement; provided that if the payment is a progress payment no separate acceptance certificate shall be required, and if the payment is for less than all of the Equipment on the Equipment Schedule and is not the final payment with respect to Equipment covered by the Equipment Schedule, Lessee shall only be required to furnish an acceptance certificate in the form attached hereto as Exhibit 1.

Dated \_\_\_\_\_, \_\_\_\_

Received and Approved:

Lessee:  
CITY OF CHARLESTON, SOUTH CAROLINA

Lessor  
TD EQUIPMENT FINANCE, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**\*\*\*All above information must be completed and is required when submitting your requisition(s) for payment(s). This is for accuracy and compliance reasons \*\*\***

**RIDER NO. 1 TO LEASE AGREEMENT**

The terms and conditions of this Rider No. 1 are hereby incorporated into the Lease Agreement ("Lease Agreement"), dated April 1, 2020 by and between TD Equipment Finance, Inc. ("Lessor") and the City of Charleston, South Carolina ("Lessee"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Agreement.

1. In order to assure the availability of moneys to reimburse Lessee and/or pay the cost of the Equipment and facilitate the acquisition of the Equipment pursuant to the Lease Agreement, Lessor and Lessee have agreed that the amount needed for this purpose will be deposited by Lessor in an account at TD Bank, N.A. to be held in escrow and Lessor and Lessee will enter into an escrow agreement substantially in the form attached hereto (the "Escrow Agreement").

2. In consideration of the execution of the Lease Agreement and Escrow Agreement, Lessor and Lessee agree that within ten (10) days after the execution of the Lease Agreement and Escrow Agreement and the delivery to Lessor by Lessee of all documents required to be delivered upon execution of the Lease Agreement, Lessor shall deposit or cause to be deposited with Escrow Agent for credit to the Purchase Fund the sum of \$7,923,702.00 (the "Escrow Deposit"), which shall be held, invested and disbursed in accordance with the Escrow Agreement. The Escrow Deposit shall be repaid to Lessor as part of the Rental Payments due under the Lease Agreement. The Escrow Deposit by the Lessor constitutes the Lease Proceeds made available by Lessor to Lessee under paragraph 3 of the Lease Agreement. Payment or reimbursement of the cost of the Equipment will be made from disbursements from the Purchase Fund pursuant to the provisions of the Escrow Agreement. Lessee further agrees that funds held under the Escrow Agreement secure the payment of all Lease Payments and other obligations of Lessee under the Lease, and, notwithstanding any other provisions of the Lease, Lessee hereby pledges, grants and assigns to the Lessor security interest in the Escrow Account and all funds held therein. In addition to the remedies set forth in paragraph 12 of the Lease Agreement, if an Event of Default shall have occurred and be continuing, and Lessor shall have declared the unpaid Lease Payments immediately due and payable as provided in paragraph 12 of the Lease Agreement, Lessor shall have the right to direct the Escrow Agent to pay over to Lessor the full amount of funds then on deposit in the Escrow Account, to be applied to Lessee's obligations to Lessor under the Lease.

3. It is expressly agreed by the parties that this Rider is supplemental to the Lease Agreement which is by reference made a part hereof and all the terms and conditions and provisions thereof unless specifically modified herein, are to apply to this Rider and are made a part of this Rider as though they were expressly rewritten.

4. In the event of any conflict, inconsistency or incongruity between the provisions of this Rider and any of the provisions of the Lease Agreement, the provisions of this Rider shall in all respects govern and control.

IN WITNESS WHEREOF, the undersigned parties have executed this Rider as of the 1st day of April 2020.

**Lessee**  
CITY OF CHARLESTON, SOUTH CAROLINA

**Lessor**  
TD EQUIPMENT FINANCE, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Amy K. Wharton

Name: \_\_\_\_\_

Title: Chief Financial Officer

Title: \_\_\_\_\_

**MONEY MARKET DISCLOSURE AND AUTHORIZATION**

**GOLDMAN SACHS FINANCIAL SQUARE GOVERNMENT FUND  
SERVICE SHARES  
CUSIP# 38141W257 FUND# 467**

**CLIENT: CITY OF CHARLESTON, SOUTH CAROLINA**  
**ISSUE: Lease # 40159950**

**DISCLOSURE**

Goldman Sachs Financial Square Government Fund Service Shares (the "Fund") is an open-end management Investment Company registered under the Investment Company Act of 1940. The Fund is not sponsored by TD Bank, National Association, or any of its affiliates. The Fund is not endorsed or guaranteed by, and does not constitute obligations of TD Bank, National Association or its affiliates and are not considered insured deposits by the FDIC. The Fund is distributed and advised by Goldman, Sachs & Co., New York, New York. The advisor reimburses TD Bank, National Association for its administrative services rendered to the Fund at a maximum annual rate of 0.58 of 1% of TD Bank's aggregate average daily net assets in the Fund.

**AUTHORIZATION**

With respect to the above referenced Issue of the Client, TD Bank, National Association is hereby authorized and directed to invest trust account cash balances pending Investment or distribution in Goldman Sachs Financial Square Government Fund Service Shares. We hereby acknowledge the prospectus for the Fund.

**CLIENT:**  
**CITY OF CHARLESTON, SOUTH CAROLINA**

Authorized Signer: Amy K. Wharton, Chief Financial Officer

\_\_\_\_\_ Dated: April 1, 2020



## FIDUCIARY AND AGENCY ACCOUNT SERVICES

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One of our goals in serving your financial needs is to make sure you understand the products and services provided by TD Bank, N.A (TD Bank) and its affiliates. The following contains important information about your accounts with TD Bank.

Please read each item below carefully. Information is subject to change without notice. If you have any questions, or require additional assistance, please contact your TD Bank Trust or Investment Advisor.

### Securities and Investments: Not FDIC Insured • No Bank Guarantee • May Lose Value

#### WHO WE ARE

TD Private Client Group is a unit of TD Wealth® in the United States, which is a business of TD Bank N.A., member FDIC (TD Bank). TD Bank is a subsidiary of TD Bank US Holding Company. TD Bank US Holding Company is a subsidiary of TD Group US Holdings LLC. TD Group US Holdings LLC is a subsidiary of The Toronto-Dominion Bank (“the Bank”). TD Private Client Group provides its clients access to bank and non-bank products and services. Banking, custody, investment, and trust services are available through TD Bank. Securities and investment advisory products are available through TD Private Client Wealth LLC, member FINRA/SIPC (“TDPCW”). TDAM USA, Inc. (“TDAM USA”) and Epoch Investment Partners, Inc. (“Epoch”) are federally registered investment advisers that provide investment management services to TD Bank and its clients. TD Bank, TDPCW, TDAM USA, and Epoch are affiliates.

#### WHAT WE DO

**Services Provided.** TD Bank provides a wide range of services for individuals, trusts, estates, not-for-profit organizations, endowments, foundations, qualified plans, partnerships, corporations, and other entities, including: (i) serving as agent, investment advisor or investment manager; (ii) acting as trustee of revocable and irrevocable trusts; (iii) acting as executor or personal representative of estates; (iv) serving as custodian or trustee of Individual Retirement Accounts (IRAs) and employee benefit plans; (v) providing institutional services, including custodial and asset management services, for corporations, nonprofit foundations, endowments, and other institutions; and (vi) providing safekeeping and custodial services for securities as well as physical assets.

**Fiduciary Services.** TD Bank provides fiduciary services for trusts, which may involve managing investments. Our investment management services are provided either on a sole discretionary basis (not requiring Client’s approval of investment decisions) or on a shared discretionary basis (requiring a co-trustee’s preapproval of investment decisions). In connection with the provision of fiduciary services, we may also receive personal or commercial real estate interests and other non-exchange-traded assets to be held and/or managed as a fiduciary, subject to the terms of the governing document and applicable fiduciary appointment. We reserve the right to refuse, or to terminate, any fiduciary appointment at our sole

discretion, subject to the terms of the applicable governing instrument(s), or to condition such appointment on appropriate indemnification of TD Bank.

**Agent for Fiduciary Account Services.** TD Bank provides discretionary investment management services as agent of a fiduciary (for example, a trustee of a trust, an ERISA plan fiduciary, or the executor of an estate). In a discretionary investment agency account, TD Bank usually has sole authority to purchase and sell assets and execute transactions for the benefit of the principal, subject to investment policy guidelines established in the investment agency contract.

**Investment Management Services.** Within fiduciary and agency accounts, TD Bank will tailor the services to the individual needs of the account, primarily through the analysis performed for each Client and for each recommended investment solution. A TD Bank Advisor will work closely with the Client to assess the financial circumstances associated with the account, including investment objectives, goals, time horizon, risk tolerance and other relevant information. Based on the information gathered, the TD Bank Advisor will provide a recommendation that seeks to meet the specific circumstances of the account. Clients are able to impose reasonable restrictions on securities, asset classes, holdings or any other reasonable restriction they would like to impose on their portfolios. For example, Clients have the ability to direct us not to invest their assets in or recommend investments in affiliated products, subject to reasonable restrictions. Clients may give TD Bank either full discretion with no special guidelines (“Sole Authority”) or may include guidelines or restrictions to be applied to their accounts (“Shared Authority”).

#### OUR INVESTMENT STRATEGIES

TD Bank provides investment management services to its Clients through a proprietary, closed-architecture platform that utilizes the following proprietary or affiliated investment solutions: (1) a series of proprietary model portfolios created and managed by our affiliates TDAM USA and/or Epoch (“Model Portfolios”); (2) various packaged strategies consisting of one or more Model Portfolios and additional module components, such as affiliated and non-affiliated mutual funds and/or selected non-modeled assets, that provide access to specific assets or asset classes that are not available through a

Model Portfolio (“TD Bank Modules”); (3) TD Bank mutual fund models or exchange-traded fund models (“TD Bank Models”); or (4) portfolios of non-modeled assets. The TD Bank investment strategies are described more fully below. Ask your TD Bank Advisor if you have any questions regarding your investment strategy.

**Model Portfolios.** The Model Portfolios include the following proprietary model portfolios created and managed by our affiliates TDAM USA and/or Epoch:

- *TDAM USA Model Portfolios*

The TDAM USA Model Portfolios are a series of fixed-income model portfolios designed and managed by our affiliate, TDAM USA, Inc. The TDAM USA Models invest in fixed income assets including corporate bonds, mortgage-backed securities and asset-backed securities, and fixed income securities issued by the U.S. government or its agencies. The TDAM USA Models provide various model portfolios for different investment goals, objectives, and risk tolerances and are designed for Clients seeking a long-term approach to investment planning. If you would like more information about TDAM USA, or to request a courtesy copy of the TDAM USA Form ADV, please contact your TD Bank Advisor.

- *Epoch Model Portfolios*

The Epoch Models are a series of equity Model Portfolios designed and managed by our affiliate, Epoch Investment Partners, Inc. The Epoch Models invest in equity securities of companies that Epoch believes are capable of generating free cash flow and effectively allocating capital—two traits Epoch believes help predict long-term shareholder return. The Epoch Models provide various model portfolios for different investment goals, objectives, and risk tolerances and are designed for Clients seeking a long-term approach to investment planning. If you would like more information about Epoch, or to request a courtesy copy of the Epoch Form ADV, please contact your TD Bank Advisor.

**TD Bank Modules.** The TD Bank Modules are portfolios that are created and managed by TD Bank and your TD Bank Advisor which consist of any combination of one or more Model Portfolios and additional module component strategies that include affiliated and non-affiliated mutual funds and/or selected non-modeled assets. TD Bank Modules are available for clients that seek access to asset classes, securities, and investment strategies that are not available through a Model Portfolio. Clients may be invested in TDAM USA Models and/or Epoch Models as part of the TD Bank Modules. If you would like more information about TDAM USA and/or Epoch, or to request a courtesy copy of the TDAM USA and/or Epoch Form ADV, please contact your TD Bank Advisor.

**TD Bank Models.** The TD Models include the following mutual fund models (“TD Managed Portfolios”) and exchange-traded fund models (“TD Asset Allocation Portfolios”):

- *TD Managed Portfolios*

The TD Managed Portfolios consist of a variety of mutual fund models created and managed by TD Bank using affiliated and non-affiliated mutual funds. Within the TD Managed Portfolios, TD Bank provides guidance on asset allocation for a range of investment goals and risk tolerances and seeks to provide model portfolios for different investment goals, objectives, and risk tolerances. The TD Managed Portfolios are designed for Clients seeking a long-term approach to investment planning. The TD Managed Portfolios utilize both a strategic and tactical approach to asset allocation. Tax efficient and retirement-focused strategies are also available within the TD Managed Portfolios:

- *TD Tax Advantaged Portfolios* are designed for clients seeking a tax efficient mutual fund portfolio;
- *TD Retirement Portfolios* are design for clients seeking a mutual fund portfolio focused on long term retirement planning.

- *TD Asset Allocation Portfolios*

The TD Asset Allocation Portfolios are created and managed by TD Bank using affiliated and/or non-affiliated exchange traded funds (“ETFs”). TD Bank provides guidance on asset allocation for a range of investment goals and risk tolerances. The TD Asset Allocation Portfolios seek to provide model portfolios for different investment goals, objectives, and risk tolerances and are designed for Clients seeking a long-term approach to investment planning. The TD Asset Allocation Portfolios utilize both a strategic and tactical approach to asset allocation.

## **PRODUCT SELECTION AND EVALUATION**

**Method of Analysis.** A TD Bank Advisor generally meets with Clients to discuss the applicable financial circumstances, goals, and objectives of the account. TD Bank uses the information provided by the Client to assess the account’s risk profile and investment objectives and to develop recommendations about asset allocation and Portfolio construction. TD Bank relies solely on the information that the Client and/or their designated agents and representatives provide to us. We do not independently verify such information. Accordingly, Clients should ensure that the information provided is accurate and complete. If the Client should experience any changes to their financial situation, investment objectives or otherwise that would require a modification to the account’s risk profile, the Client should notify their TD Bank Advisor in a timely manner.

In conjunction with or on behalf of clients, TD Bank may select among various investment choices, including Model Portfolios, TD Bank Modules, TD Bank Models, or portfolios of non-modeled assets. Investment choices for the account(s) are subject to a due diligence process by our investment professionals and affiliated research teams. We make recommendations only after we have reviewed your investment goals and risk tolerance and come to a conclusion that the recommended investment strategy is appropriate for you. We will provide on-going investment advice to you and routinely



## FIDUCIARY AND AGENCY ACCOUNT SERVICES

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One of our goals in serving your financial needs is to make sure you understand the products and services provided by TD Bank, N.A (TD Bank) and its affiliates. The following contains important information about your accounts with TD Bank.

Please read each item below carefully. Information is subject to change without notice. If you have any questions, or require additional assistance, please contact your TD Bank Trust or Investment Advisor.

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#### WHO WE ARE

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#### WHAT WE DO

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**Services Provided.** TD Bank provides a wide range of services for individuals, trusts, estates, not-for-profit organizations, endowments, foundations, qualified plans, partnerships, corporations, and other entities, including: (i) serving as agent, investment advisor or investment manager; (ii) acting as trustee of revocable and irrevocable trusts; (iii) acting as executor or personal representative of estates; (iv) serving as custodian or trustee of Individual Retirement Accounts (IRAs) and employee benefit plans; (v) providing institutional services, including custodial and asset management services, for corporations, nonprofit foundations, endowments, and other institutions; and (vi) providing safekeeping and custodial services for securities as well as physical assets.

**Fiduciary Services.** TD Bank provides fiduciary services for trusts, which may involve managing investments. Our investment management services are provided either on a sole discretionary basis (not requiring Client’s approval of investment decisions) or on a shared discretionary basis (requiring a co-trustee’s preapproval of investment decisions). In connection with the provision of fiduciary services, we may also receive personal or commercial real estate interests and other non-exchange-traded assets to be held and/or managed as a fiduciary, subject to the terms of the governing document and applicable fiduciary appointment. We reserve the right to refuse, or to terminate, any fiduciary appointment at our sole

discretion, subject to the terms of the applicable governing instrument(s), or to condition such appointment on appropriate indemnification of TD Bank.

**Agent for Fiduciary Account Services.** TD Bank provides discretionary investment management services as agent of a fiduciary (for example, a trustee of a trust, an ERISA plan fiduciary, or the executor of an estate). In a discretionary investment agency account, TD Bank usually has sole authority to purchase and sell assets and execute transactions for the benefit of the principal, subject to investment policy guidelines established in the investment agency contract.

**Investment Management Services.** Within fiduciary and agency accounts, TD Bank will tailor the services to the individual needs of the account, primarily through the analysis performed for each Client and for each recommended investment solution. A TD Bank Advisor will work closely with the Client to assess the financial circumstances associated with the account, including investment objectives, goals, time horizon, risk tolerance and other relevant information. Based on the information gathered, the TD Bank Advisor will provide a recommendation that seeks to meet the specific circumstances of the account. Clients are able to impose reasonable restrictions on securities, asset classes, holdings or any other reasonable restriction they would like to impose on their portfolios. For example, Clients have the ability to direct us not to invest their assets in or recommend investments in affiliated products, subject to reasonable restrictions. Clients may give TD Bank either full discretion with no special guidelines (“Sole Authority”) or may include guidelines or restrictions to be applied to their accounts (“Shared Authority”).

#### OUR INVESTMENT STRATEGIES

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TD Bank provides investment management services to its Clients through a proprietary, closed-architecture platform that utilizes the following proprietary or affiliated investment solutions: (1) a series of proprietary model portfolios created and managed by our affiliates TDAM USA and/or Epoch (“Model Portfolios”); (2) various packaged strategies consisting of one or more Model Portfolios and additional module components, such as affiliated and non-affiliated mutual funds and/or selected non-modeled assets, that provide access to specific assets or asset classes that are not available through a

Model Portfolio (“TD Bank Modules”); (3) TD Bank mutual fund models or exchange-traded fund models (“TD Bank Models”); or (4) portfolios of non-modeled assets. The TD Bank investment strategies are described more fully below. Ask your TD Bank Advisor if you have any questions regarding your investment strategy.

**Model Portfolios.** The Model Portfolios include the following proprietary model portfolios created and managed by our affiliates TDAM USA and/or Epoch:

- *TDAM USA Model Portfolios*

The TDAM USA Model Portfolios are a series of fixed-income model portfolios designed and managed by our affiliate, TDAM USA, Inc. The TDAM USA Models invest in fixed income assets including corporate bonds, mortgage-backed securities and asset-backed securities, and fixed income securities issued by the U.S. government or its agencies. The TDAM USA Models provide various model portfolios for different investment goals, objectives, and risk tolerances and are designed for Clients seeking a long-term approach to investment planning. If you would like more information about TDAM USA, or to request a courtesy copy of the TDAM USA Form ADV, please contact your TD Bank Advisor.

- *Epoch Model Portfolios*

The Epoch Models are a series of equity Model Portfolios designed and managed by our affiliate, Epoch Investment Partners, Inc. The Epoch Models invest in equity securities of companies that Epoch believes are capable of generating free cash flow and effectively allocating capital—two traits Epoch believes help predict long-term shareholder return. The Epoch Models provide various model portfolios for different investment goals, objectives, and risk tolerances and are designed for Clients seeking a long-term approach to investment planning. If you would like more information about Epoch, or to request a courtesy copy of the Epoch Form ADV, please contact your TD Bank Advisor.

**TD Bank Modules.** The TD Bank Modules are portfolios that are created and managed by TD Bank and your TD Bank Advisor which consist of any combination of one or more Model Portfolios and additional module component strategies that include affiliated and non-affiliated mutual funds and/or selected non-modeled assets. TD Bank Modules are available for clients that seek access to asset classes, securities, and investment strategies that are not available through a Model Portfolio. Clients may be invested in TDAM USA Models and/or Epoch Models as part of the TD Bank Modules. If you would like more information about TDAM USA and/or Epoch, or to request a courtesy copy of the TDAM USA and/or Epoch Form ADV, please contact your TD Bank Advisor.

**TD Bank Models.** The TD Models include the following mutual fund models (“TD Managed Portfolios”) and exchange-traded fund models (“TD Asset Allocation Portfolios”):

- *TD Managed Portfolios*

The TD Managed Portfolios consist of a variety of mutual fund models created and managed by TD Bank using affiliated and non-affiliated mutual funds. Within the TD Managed Portfolios, TD Bank provides guidance on asset allocation for a range of investment goals and risk tolerances and seeks to provide model portfolios for different investment goals, objectives, and risk tolerances. The TD Managed Portfolios are designed for Clients seeking a long-term approach to investment planning. The TD Managed Portfolios utilize both a strategic and tactical approach to asset allocation. Tax efficient and retirement-focused strategies are also available within the TD Managed Portfolios:

- *TD Tax Advantaged Portfolios* are designed for clients seeking a tax efficient mutual fund portfolio;
- *TD Retirement Portfolios* are design for clients seeking a mutual fund portfolio focused on long term retirement planning.

- *TD Asset Allocation Portfolios*

The TD Asset Allocation Portfolios are created and managed by TD Bank using affiliated and/or non-affiliated exchange traded funds (“ETFs”). TD Bank provides guidance on asset allocation for a range of investment goals and risk tolerances. The TD Asset Allocation Portfolios seek to provide model portfolios for different investment goals, objectives, and risk tolerances and are designed for Clients seeking a long-term approach to investment planning. The TD Asset Allocation Portfolios utilize both a strategic and tactical approach to asset allocation.

## **PRODUCT SELECTION AND EVALUATION**

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**Method of Analysis.** A TD Bank Advisor generally meets with Clients to discuss the applicable financial circumstances, goals, and objectives of the account. TD Bank uses the information provided by the Client to assess the account’s risk profile and investment objectives and to develop recommendations about asset allocation and Portfolio construction. TD Bank relies solely on the information that the Client and/or their designated agents and representatives provide to us. We do not independently verify such information. Accordingly, Clients should ensure that the information provided is accurate and complete. If the Client should experience any changes to their financial situation, investment objectives or otherwise that would require a modification to the account’s risk profile, the Client should notify their TD Bank Advisor in a timely manner.

In conjunction with or on behalf of clients, TD Bank may select among various investment choices, including Model Portfolios, TD Bank Modules, TD Bank Models, or portfolios of non-modeled assets. Investment choices for the account(s) are subject to a due diligence process by our investment professionals and affiliated research teams. We make recommendations only after we have reviewed your investment goals and risk tolerance and come to a conclusion that the recommended investment strategy is appropriate for you. We will provide on-going investment advice to you and routinely

monitor your investments to confirm that they remain consistent with the account's objectives and risk tolerance.

**Investment Selection and Evaluation.** TD Bank employs the following approach to selecting Model Portfolios, mutual funds, and ETFs (collectively, "Products") for inclusion as an investment option within the TD Bank Platform (the "Select List").

o *TD Bank Models and TD Bank Modules*

TD Bank relies on its affiliate, TDAM USA, to provide research, analysis, and due diligence services on behalf of TD Bank for all non-affiliated, third-party mutual funds and ETFs, and to provide recommendations of such mutual funds and ETFs for inclusion within the Select List. TD Bank performs research, analysis, and due diligence of all affiliated mutual funds and ETFs, including but not limited to the TDAM USA Funds (defined below). The overall analysis performed by TD Bank and TDAM USA is based on sophisticated quantitative measures and qualitative assessment.

The analysis of each mutual fund and ETF is presented to the TD Bank Product Review Committee ("Oversight Committee"), a committee of TD Bank business leaders and risk officers, who review and approve Products for inclusion on the Select List. The Oversight Committee will review TDAM USA's and/or TD Bank's analysis to determine whether the Product is appropriate for inclusion on the Select List. The members of the Oversight Committee approve all Products by majority vote. Certain control-group personnel have veto authority.

TD Bank has a conflict of interest when reviewing affiliated Products under the screening and review process because including affiliated Products on the Select List will increase investments in affiliated Products which is more profitable to the Bank, and/or its affiliates. TD Bank prefers to include affiliated Products on the Select List and to invest Client assets in affiliated Products where appropriate.

o *TDAM Model Portfolios and Epoch Model Portfolios*

TD Bank has engaged its affiliates TDAM USA and Epoch to provide investment management services to its clients through the TDAM USA Models and Epoch Models. TD Bank has access and insight into the organizational structure, investment team history, risk management culture, investment philosophy, and analytical process of TDAM USA and Epoch, and believes that TDAM USA and Epoch provide a level of expertise and skill that is appropriate to provide investment management services to its clients. TD Bank performs due diligence on all TDAM Models and Epoch Models and presents its analysis to the Oversight Committee for review.

Clients may direct us not to invest their assets in or recommend investment in affiliated Products or the TDAM Models and Epoch Models. If you direct us not to invest your assets in or recommend investment in affiliate Products or the TDAM Models and Epoch Models, your investment options will be limited to certain TD Bank Models and non-modeled assets.

**Investment Monitoring.** TD Bank relies on TDAM USA to provide ongoing due diligence and monitoring services on behalf of TD Bank for all non-affiliated, third-party mutual funds and ETFs on the Select List. TD Bank performs ongoing due diligence and monitoring of all affiliated asset managers, Model Portfolios, mutual funds, and ETFs on the Select List. The ongoing due diligence, monitoring, and review process are applied to all affiliated and non-affiliated Products on the Select List and include annual manager interviews, ongoing monitoring, and quarterly and annual performance reviews. TD Bank has a conflict of interest when reviewing affiliates because investments in affiliated Products are more profitable to the Bank, and/or its affiliates, and retention on the Select List will increase compensation to the Bank and/or its affiliates. TD Bank has greater access and insight into the organizational structure, investment team history, risk management culture, investment philosophy, and analytical process of affiliated Products and favors retention of affiliated Products on the Select List.

## **ASSET ALLOCATION & PORTFOLIO CONSTRUCTION**

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**Asset Allocation.** TD Bank helps clients determine an appropriate asset allocation to pursue their stated investment goals, objectives and risk appetite. TD Bank has developed strategic asset allocation models that are designed to pursue different investment goals, objectives and risk tolerances based on its long-term outlook for various asset classes. Each model includes different allocations for asset classes (such as equity/fixed income) and style exposures (such as growth/value). The strategic asset allocation models are determined using a number of analytical tools and consider a variety of factors including historical rates of return and risk for a broad range of asset classes, correlation across asset classes and downside risk metrics. TD Bank receives asset allocation advice from its affiliate, TDAM USA, when developing strategic asset allocations for the TD Bank portfolios; however, TD Bank, and not TDAM USA, will ultimately determine the appropriate asset allocation framework for the TD Bank portfolios.

Clients may also select an investment strategy that utilizes tactical asset allocation adjustments. In those strategies, the asset allocation models may be tactically adjusted where appropriate to respond to changing market conditions, to pursue market opportunities, and/or to reflect TD Bank's shorter-term outlook for the financial markets and asset classes. The tactical asset allocation is set by TD Bank with support from the TD Wealth Asset Allocation Committee ("WAAC"), a committee of the global TD Wealth organization. The WAAC formally meets at least monthly to consider macro-economic conditions as well as valuation drivers across appropriate markets. Following each meeting, the WAAC's positioning, rationale, and recommended asset allocation adjustments are communicated to TD Bank for the benefit of client accounts. WAAC insights and recommendations are evaluated by TD Bank for adoption after considering the impact to client portfolios. If TD Bank determines that a tactical change to the

asset allocation policy is appropriate, TD Bank will determine the appropriate timing and implementation of the tactical asset allocation adjustments and effect any necessary changes.

**Portfolio Construction.** Your TD Bank Advisor will work with you to construct a portfolio that is appropriate based on the selected asset allocation. Clients may work with a TD Bank Advisor to select one or more Model Portfolios or create a TD Bank Module that is in line with the selected asset allocation. Clients may also select a TD Bank Model that invests in mutual funds and/or ETFs according to the selected asset allocation, as described below.

- *TDAM Model Portfolios and Epoch Model Portfolios*

The underlying securities within the Model Portfolios are determined by TDAM USA and/or Epoch based on their discretion. TDAM USA has full discretion to implement the TDAM USA Models. Epoch has discretion to construct the Epoch Models, but TD Bank determines whether to adopt and implement the Epoch Models in Clients' accounts in part or in whole. The TD Bank Advisor will use the TDAM USA Models and Epoch Models as individual components of the Client's portfolio based on their selected asset allocation. The TDAM Model Portfolios and Epoch Model Portfolios are evaluated and monitored by TD Bank on an ongoing basis using the Investment Monitoring process described above. If you would like more information about TDAM USA and/or Epoch, or to request a courtesy copy of the TDAM USA and/or Epoch Form ADV, please contact your TD Bank Advisor.

- *TD Bank Modules*

The investments within the TD Bank Modules are determined by TD Bank and your TD Bank Advisor based on their discretion. The TD Bank Advisor will use TDAM USA Models, Epoch Models, various mutual funds and/or non-modeled assets as individual components within the Client's portfolio based on their selected asset allocation. The underlying products within the TD Bank Modules are evaluated and monitored by TD Bank on an ongoing basis using the Investment Monitoring process described above.

- *TD Bank Models (Mutual Fund Models & Asset Allocation Models)*

Within the TD Bank Models, asset allocation strategies are executed by combining the asset allocation appropriate for each Client's risk appetite, goals and objectives with the Firm's investment selections. The investment selection for the TD Bank Models is determined using a number of proprietary analytical tools and considers a variety of factors including historical rates of return and risk for a broad range of asset classes, correlation across asset classes and downside risk metrics. The TD Bank Models may include allocations to affiliated mutual funds and/or ETFs. Each investment selected within the TD Bank Models is screened and reviewed using the Investment Selection and Evaluation process described above. When constructing the TD Bank Models, TD Bank seeks guidance from its affiliate, TDAM USA, regarding portfolio

allocation and optimization within firm-established guidelines. TDAM USA insights and recommendations are considered by TD Bank for implementation within the TD Bank Models. TD Bank, and not TDAM USA, will ultimately determine the appropriate construction of the TD Bank Models and execute changes where appropriate based on market conditions, investment performance, and changes in the firm's asset allocation policy, investment strategy, or investment outlook.

## **PORTFOLIO IMPLEMENTATION**

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TD Bank relies on the services of its affiliate, TDAM USA, to execute securities transaction and implement investment portfolios. Once TD Bank selects investments in the Model Portfolios, TD Bank Modules, TD Bank Models or non-modeled assets for specific TD Bank clients, TDAM USA assumes various responsibilities for managing the portfolios in accordance with guidelines and restrictions provided by TD Bank and, as applicable, participating clients. TDAM USA provides trading and portfolio implementation services for all TD Bank clients, whether invested in Model Portfolios, Modules, TD Bank Models, or non-modeled assets. TDAM USA provides trading services to TD Bank and its clients by arranging, on a discretionary basis, for the execution of all orders for each participating TD Bank client account. With respect to the TD Bank Models, TDAM USA's role consists primarily of administrative processing services related to the purchase or sale of approved mutual fund and ETF shares.

## **FEES AND COMPENSATION**

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**Services Involve Costs, Fees, and Expenses.** TD Bank provides various trust and other fiduciary-related services related to your account(s) and charges fees, costs, and expenses for these services. You pay annual account fees based on a percentage of the value of assets in your account(s). Asset-based account fees include investment management, trustee, custody and/or other fiduciary-related services. TD Bank does not impose a minimum dollar value of assets for establishing or maintaining an account. However, we do charge a minimum fee. Additional fees or charges are assessed for additional services or expenses depending on the type of account, including but not limited to legal fees, administrative fees, distribution fees, wire transfer fees, transaction fees and commissions, tax preparation fees, and accounting fees. TD Bank maintains a standard fee schedule that is provided at account opening and may be updated without prior notice to you. TD Bank may enter into individualized fee arrangements based on, among other things, the type and size of the relationship and the complexity of the services provided. Please refer to the TD Bank fee schedule provided to you at account opening for specific rates or contact your TD Bank Advisor for more information.

**Additional Fees.** You may incur additional fees and charges imposed by custodians, brokers, investment managers, and other third parties which may include, but are not limited to

management and other fees charged by affiliated and non-affiliated mutual fund managers, deferred sales charges, odd-lot differentials, transfer taxes, and other fees and taxes on brokerage accounts and securities transactions. Clients who select investment fund vehicles such as open-ended mutual funds and exchange traded funds are charged all internal management fees and other expenses charged by the funds. All material fund-related fees should be disclosed in each fund's prospectus and are exclusive of and in addition to TD Bank account fees. TD Bank receives no portion of these fund management fees or commissions, but may receive a portion of the shareholder, administrative, recordkeeping and/or other service fees paid by the funds. TD Bank is compensated by funds for the shareholder, administrative, recordkeeping and/or other services we provide to funds by a fee of up to 40 basis points (0.40 percent) of the market value of the investment in these funds. TD Bank is not compensated for the shareholder, administrative, recordkeeping and/or other services we provide to mutual funds and ETFs invested in ERISA accounts, Individual Retirement Accounts, or trust accounts in New York State. Please see each applicable prospectus for specific details about the shareholder servicing fees and the method of calculation.

**Soft Dollars.** TD Bank clients pay execution fees for security transactions that benefit TDAM USA in the form of soft dollars. TDAM USA uses discretion to direct securities transactions to certain broker and may cause a Client to pay a brokerage commission that is in excess of what another broker might have charged for effecting the same transaction, in recognition of the value of the brokerage and/or research products and services provided by the specific broker. Brokerage and research products and services provided to TDAM USA by a broker-dealer or third party service provider may include, among other things, advice as to the value of securities and the advisability of effecting transactions in securities; analyses and reports concerning securities, issuers, industries and portfolio strategies or economic or political factors and trends that may have an impact on the value of securities or investment strategies; seminars and conferences; databases and software including, but not limited to, quantitative analytical software; market data from feeds or databases; post-trade analytics; execution management systems and order management systems (to the extent they help arrange or effect a securities transaction); algorithmic trading software and market data (to the extent they assist in the execution of orders); and custody, clearing and settlement services that are directly related to an executed order that generated commissions. The brokerage and research products and services provided by a broker-dealer may be proprietary and/or provided by a third party (i.e., originates from a party independent from the broker that provided the execution services). Please refer to the Investment Adviser Brochure for TDAM USA, available from your TD Bank Advisor, for further information regarding soft dollars and other payments related to TDAM USA's implementation service.

**Cash Management.** TD Bank may utilize a TD Bank money market deposit account for balances up to the FDIC insured limit. For balances over the FDIC insured limit, or for a more

favorable rate, TD Bank may use one or more money market mutual funds offered by third parties or affiliates of TD Bank, including TD Asset Management USA Funds Inc. For administrative services to any such fund, TD Bank is compensated at an annual rate of up to 30 basis points (0.30 percent) of the market value of the investment in any such fund. A prospectus of the fund(s) selected for the account is available by contacting your TD Bank Advisor. TD Bank is not compensated for the shareholder, administrative, recordkeeping and/or other services we provide to these funds invested in ERISA accounts, Individual Retirement Accounts, or trust accounts in New York State.

**Your Financial Professionals are Compensated Based on your Account Relationship.** TD Bank's financial professionals receive salary compensation. Their bonuses are calculated on a number of factors, one of which is based on the opening, retention, and size of your account relationship. You should feel free to ask your financial professional about the compensation paid based on your account relationship.

## **OUR RELATIONSHIP WITH AFFILIATES**

Described below are potential conflicts of interest related to TD Bank's service of your accounts.

**Certain Affiliates are Paid for Services.** TD Bank has relationships with, and may utilize, suggest or recommend the services of, various TD-affiliated entities, including TDAM USA, Epoch, TD Asset Management USA Funds Inc., TD Ameritrade, Inc. ("TD Ameritrade"), and TD Securities (USA) LLC ("TD Securities (USA)"). These affiliates receive compensation directly or indirectly for the products or services they provide. Account fees will not be higher as a result of these relationships.

**Investments in Affiliated Mutual Funds.** Subject to client investment guidelines and applicable law, TD Bank may use its discretion to invest your assets in or recommend investment in an affiliated investment vehicle, including TD Asset Management USA Funds Inc. ("TDAM USA Funds"), a family of open-end mutual funds registered under the Investment Company Act of 1940 that are managed and/or sub-advised by our affiliate TDAM USA and/or our affiliate Epoch, and ETFs managed or sub-advised by TDAM USA and/or Epoch (collectively, "Affiliated Funds").

TDAM USA and/or Epoch receive management and/or advisory fees based on the amount of assets the Client invests in Affiliated Funds. These fees are paid by the Affiliated Fund, but are ultimately borne by you and are in addition to the account fees you pay to TD Bank for our services. TD Bank is compensated for the shareholder, administrative, recordkeeping and/or other services we provide to these funds by a fee of up to 40 basis points (0.40 percent) of the market value of the investment in these Affiliated Funds. TD Bank is not compensated for the shareholder, administrative, recordkeeping and/or other services we provide to Affiliated Funds invested in

ERISA accounts, Individual Retirement Accounts, or trust accounts in New York State. Please see each applicable prospectus for specific details about the shareholder servicing fees and the method of calculation.

TD Bank has a conflict of interest in recommending Affiliated Funds and using discretion to invest Client assets in Affiliated Funds because investing in Affiliated Funds is generally more profitable to the Bank and its affiliates than investing in non-affiliated funds. These conflicts are managed through the oversight, due diligence, and monitoring process discussed above. TD Bank favors Affiliated Funds unless it thinks that non-affiliated funds offer substantially differentiated portfolio construction benefits. You may direct TD Bank not to invest your assets in or recommend to you Affiliated Funds, subject to reasonable restriction, by contacting your TD Bank Advisor.

**Investment Management, Model Management, and Portfolio Implementation Services by Affiliates.** TD Bank has appointed TDAM to perform certain portfolio management and advisory services on its behalf. The proportion of your portfolio that is subject to investment management by TDAM USA may be as much as 100 percent. TDAM USA creates the TDAM USA Models which provide TD Bank clients with discretionary management of fixed-income assets. TDAM USA also has limited discretionary authority over the selection of municipal bonds for TD Bank clients as non-modeled assets. TD Bank charges clients an asset-based account fee for investment management services. TDAM USA receives a portion of this asset-based fee, up to a maximum of 13 basis points (0.13 percent), based on the amount of assets TDAM USA participates in advising. TD Bank also pays TDAM USA a portion of its asset-based fees, up to a maximum of 10 basis points (0.10 percent), for providing portfolio implementation services to clients invested in the Model Portfolios, TD Bank Modules, TD Bank Models, and non-modeled assets.

Where TDAM USA provides investment management services to ERISA plan or IRAs, TDAM USA acknowledges that it is a fiduciary and that, in performing certain portfolio management services, it expects to rely on Prohibited Transaction Class Exemption 84-14 or any successor exemption, to the extent applicable.

TD Bank has engaged Epoch to provide the Epoch Model Portfolios. Within the Epoch Models, Epoch has discretion to change the composition of the model, but does not have discretion over the implementation of the model or the management of your specific portfolio. The portion of your portfolio that may be invested in an Epoch Model may be as much as 100 percent. TD Bank charges clients an asset-based account fee for investment management services. Epoch receives a portion of this asset-based fee, up to a maximum of 13 basis points (0.13 percent), based on the amount of assets invested in the Epoch Models.

The fees paid to TDAM USA and Epoch do not increase the account fees you pay to TD Bank for services. However, this creates a conflict of interest because investment management

services provided by affiliates are generally more profitable to TDAM USA, Epoch, the Bank, and/or its affiliates than receiving investment management services from third parties. TD Bank has engaged TDAM USA and Epoch to provide investment management services because it believes that TDAM USA and Epoch provide investment management services that are appropriate for your account. TD Bank provides ongoing oversight, due diligence and performance reviews of TDAM USA and Epoch to monitor the investment management services provided to your account.

**Affiliate Access and Training.** TD Bank personnel receive a broader level of access to, and support and training from, certain management persons and employees of TD Bank affiliates than they receive from non-affiliates. TD Bank personnel's access to affiliates includes access to executives, support from product specialists, detailed product training, relevant product information, and participation in marketing events. TD Bank does not receive comparable access to non-affiliated asset managers and product providers. TD Bank Advisor's enhanced familiarity with affiliated Products may result in TD Bank Advisors making more frequent recommendations of affiliated Products than non-affiliated Products. TD Bank Advisors do not receive greater compensation recommending or directing investment in affiliated Products.

**Different advice.** TD Bank, TDAM USA, Epoch, and their affiliates may give different advice, take different action, receive more or less compensation, or hold or deal in different securities for any other party, client or account (including their own accounts or those of their affiliates) from the advice given, actions taken, compensation received or securities held or dealt for your account(s).

**Use of Seed Capital.** The Toronto-Dominion Bank, TDAM, or one of its affiliates may provide seed capital in order to establish a TDAM USA Fund and/or allow it to operate. This type of investment is intended to be temporary pending purchases by unrelated investors and is not made for the purpose of earning investment returns. As a result, the Bank, TDAM, or one of its affiliates may hedge a seed capital investment in a TDAM USA Fund, including by short selling exchange-traded funds or the individual securities held by a TDAM USA Fund.

The Toronto-Dominion Bank, TDAM, or its affiliates may redeem all or a part of its seed capital in a TDAM USA Fund at any time, without notice. TD Bank may exercise its discretionary authority, where applicable, in order to invest the client assets in securities of a TDAM USA Fund and this may occur without notice concurrently with the withdrawal of all or a part of the seed capital by the Bank, TDAM, or one of its affiliates from the same TDAM USA Fund.

**TD Securities Inc.** TD Securities Inc. ("TD Securities"), an affiliate of TD Bank, owns an equity interest in TMX Group Limited ("TMX") and has a nominee director serving on the board thereof. As such, TD Securities may be considered to

have an economic interest in the listing and trading of securities on an exchange owned or controlled by TMX, including the Toronto Stock Exchange, the TSX Venture Exchange and Alpha Exchange, and in the clearing, settlement and depository services provided by The Canadian Depository for Securities and its affiliates. No person or company is required to obtain products or services from TMX or its affiliates as a condition of TD Securities or its affiliates continuing to supply a product or service.

**Trading or Issuing Securities in, or Linked to Securities in, Client Accounts.** TD Bank affiliates, including TD Securities, TD Securities (USA), TD Ameritrade, and their affiliates, may provide bids and offers, and may act as principal market maker, in respect of the same securities held in client accounts. TD Securities, TD Ameritrade, and their affiliates and employees may hold a position (long or short) in the same securities held in client accounts. TD Securities and/or their affiliates are regular issuers of traded financial instruments linked to securities that may be purchased in client accounts. From time to time, the trading of TD Securities and/or its affiliates may be detrimental to securities held by a client and thus create a conflict of interest.

**Services Provided by Affiliates to Other Clients.** TD Securities, TD Securities (USA), Epoch, TDAM USA, TD Ameritrade and its affiliates, and other affiliates of TD Bank may provide a variety of services (including research, brokerage, asset management, trading, lending and investment banking services) for each other, and for various clients (including issuers of securities that may be purchased, sold, or recommended for purchase or sale by clients or are otherwise held in client accounts). TD Bank's affiliates and others receive compensation and fees in connection with these services. TD Bank believes that the nature and range of clients to which such services are rendered is such that it would be inadvisable to exclude categorically all of these companies from an account. Accordingly, it is likely that securities in an account will include some of the securities of companies for which TD Bank's affiliates perform investment banking or other services.

## **BROKERAGE PRACTICES**

Unless otherwise directed by the client in writing, TDAM USA makes all decisions as to the purchase and sale of securities, including the selection of the broker-dealer and the negotiation, where applicable, of commissions or spreads on a discretionary basis. In general, TDAM USA also exercises discretion over the selection of broker-dealers for trade execution, including for the nondiscretionary recommendations TDAM USA makes to TD Bank in connection with Client Portfolios. In selecting broker-dealers to effect securities transactions for all investment accounts, TDAM USA has a fiduciary duty to seek to obtain "best execution" (i.e., the most advantageous execution terms for clients that are reasonably available under the circumstances at the time of the trade), as well as to assess their order execution capabilities, brokerage products and services, and research products and services. In seeking best execution,

TDAM USA considers a number of elements, including but not limited to, execution price, speed of execution, certainty of execution, and overall cost of the transaction. Please refer to the Investment Adviser Brochure for TDAM USA Inc., available from your TD Bank Advisor, for further information regarding the brokerage practices of TDAM USA.

## **INVESTMENT RISKS**

**Investments are Not Insured or Guaranteed.** Investments are not insured by the Federal Deposit Insurance Corporation (FDIC) or any other governmental agency. They are not deposits, or other obligations of, or guaranteed by, TD Bank or any of its affiliates.

**Investments May Lose Value.** Investments, including stocks, bonds, and mutual funds, are subject to risks, including possible loss of the amount invested. The value of investments may fluctuate, so when you sell your investments, you may receive more or less than you originally invested. Certain investments may be more suitable for long-term investors who can bear the risk of market fluctuations.

**Read the Prospectus, Form ADV, or Other Investment Material Carefully Before Investing.** Investments may have restrictions, limitations, and conditions associated which may impact their liquidity, and may have costs, fees, expenses, and charges associated which may reduce the rate of return on your investments. All related expense and limitation should be disclosed in the investment prospectus. Read the prospectus and other investment material to understand the risks, objective, fees and restrictions associated with an investment before investing.

**Asset Allocation Risks.** Asset allocation strategies are subject to the risk that TD Bank's asset allocation decisions among various asset classes will not anticipate market trends successfully. For example, investing too heavily in common stocks during a stock market decline may result in a failure to preserve capital. Conversely, investing too heavily in fixed income securities during a period of stock market appreciation may result in lower total returns.

**Concentration Risk.** The investment objectives of an account may permit concentration in one or more issuers. A relatively high concentration of assets in, or exposure to, a single or small number of issuers may reduce the diversification and/or liquidity of an account, and increase its volatility. Diversification does not guarantee a profit or protect against a loss.

**Affiliate Product Risk.** There is a risk that affiliated Products in client Portfolios will underperform expectations. TD Bank has an inherent bias to include affiliated Products within client Portfolios which may result in all or substantially off of your assets being invested in affiliated Products and may result in your overall Portfolio underperforming in categories where affiliated Products underperform. Clients may pay a greater

amount in fees with affiliated Products than if they invested in non-affiliated Products.

**Trade Rotation Methodology.** Clients that hold securities in a Model Portfolios should note that, as part of their trading procedures, TDAM USA and Epoch use trade rotation methodology that results in TD Bank clients receiving investment advice and trade recommendations after trade orders have been placed for other accounts over which TDAM USA and/or Epoch have full discretionary investment management authority. This may result in purchasing or selling securities in the Model Portfolio at prices which are different than the prices at which other clients of TDAM USA and/or Epoch purchased or sold the same securities, and could disadvantage your account.

**Overall Market Risk.** Securities markets are volatile and the market prices of securities may decline generally. Equity securities fluctuate in price and may decline in value due to both real and perceived general market and economic industry conditions and the issuing company's financial condition and overall market and economic conditions. Fixed income securities are affected by a number of risks, including fluctuations in interest rates, credit risk, prepayment risk, and inflation risk.

**Interest Rate Risk.** Prices of fixed income securities rise and fall in response to changes in the interest rate paid by similar securities. Generally, when interest rates rise, prices of fixed income securities fall. However, market factors, such as the demand for particular fixed income securities, may cause the price of certain fixed income securities to fall while the price of other securities rise or remain unchanged. Interest rate changes generally have a greater effect on the price of fixed income securities with longer durations. Duration measures the price sensitivity of a fixed income security to changes in interest rates.

**Credit Risk.** Fixed income securities carry the risk of default, which means that the issuer fails to pay interest or principal when due. Many fixed income securities receive credit ratings from services such as Standard & Poor's and Moody's Investor Services, Inc. These services assign ratings to securities by assessing the likelihood of issuer default. Lower credit ratings correspond to higher credit risk.

**Call Risk.** Call risk is the possibility that an issuer may redeem a fixed income security before maturity (a call) at a price below its current market price. An increase in the likelihood of a call may reduce the security's price.

**Prepayment Risk.** Prepayment risk is the risk that the issuer of a security will repay principal prior to the bond's maturity date, thereby changing the expected payment schedule. This is especially prevalent with mortgage-backed securities. Homeowners frequently refinance high interest rate mortgages when mortgage rates fall. This results in the prepayment of mortgage backed securities with higher interest rates. Conversely, prepayments due to refinancings decrease when mortgage rates increase. This extends the life of mortgaged

backed securities with lower interest rates. Other economic factors can also lead to increases or decreases in prepayments. Increases in prepayments of high interest rate mortgage backed securities, or decreases in prepayment of lower interest rate mortgage backed securities, may reduce their yield and price. These factors, particularly the relationship between interest rates and mortgage prepayments, makes the price of mortgage backed securities more volatile than many other types of fixed income securities with comparable credit risks.

**Alternative Asset Classes.** Investing in alternative asset classes such as commodities, hedge funds, real estate and bank loans, may have their own unique risks including, but not limited to, market risk, interest rate risk, lack of liquidity, lack of transparency, volatility of returns, absence of valuation and pricing information, delays in tax reporting and substantial loss due to speculative investment practices.

**International Investments.** International investing is subject to additional risks including currency fluctuations, political factors, withholding, lack of liquidity, absence of adequate financial information, and exchange control restrictions impacting foreign issuers. These risks may be magnified in emerging markets.

**ETF Secondary Market Risk.** Because ETF Shares are traded on an exchange, they are subject to additional risks. ETF shares are listed for trading and are bought and sold on the secondary market at market prices. Although it is expected that the market price of an ETF typically will approximate its net asset value (NAV), there may be times when the market price and the NAV differ significantly. Thus, you may pay more or less than NAV when you buy ETFs on the secondary market, and you may receive more or less than NAV when you sell those shares.

## **ACCOUNT INFORMATION**

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**Fiduciary Trust Account.** Where TD Bank acts in a capacity as trustee or executor, it will act in accordance with the trust instrument(s) or other governing document(s) (to the extent that the terms of such instrument are possible and legal) and through applicable state and federal laws and regulations. Unless otherwise prohibited under the governing documents, TD Bank may delegate investment management or other fiduciary services to affiliated or third-party firms.

**Agent for Fiduciary Account.** Account owners, representatives, and/or principals that hold or manage accounts in a fiduciary capacity (for example, as a trustee, ERISA plan fiduciary, or executor) are solely responsible for determining and maintaining the account's continuing compliance with any and all governing agreements, instruments, laws and regulations, notwithstanding any review or advice that TD Bank may provide from time to time with respect to the assets in and investments of the account(s).

**Joint Accounts.** TD Bank will accept the direction of any one of the authorized individuals in a joint account. Each authorized

individual is deemed to own the assets in the account as joint tenants with right of survivorship unless another form of ownership was expressly designated. Upon the death of any authorized individual, the TD Bank account agreement will continue in full force and effect with the surviving individual, unless otherwise terminated by the account agreement.

**Client Restrictions.** Clients are able to impose reasonable restrictions on securities, asset classes, holdings or any other reasonable restriction they would like to impose on their portfolios. For example, Clients have the ability to direct us not to invest their assets in or recommend investments in affiliated products, subject to reasonable restrictions. If you direct us not to invest your assets in or recommend investment in affiliate Products, you will not have access to the Model Portfolios or TD Bank Modules; you will only have access to certain TD Bank Models and non-modeled assets. Where a Client imposes restrictions on investing in certain securities or types of securities, the performance of its account may be different from the performance of other accounts within the same Model Portfolio that lack any such restrictions.

**E-mail Communication.** Communications via unencrypted E-Mail are not secure and may be subject to disclosure or unauthorized access. Unless instructed otherwise, TD Bank will communicate with you via unencrypted E-Mail, and is not liable for the disclosure of or access to any such communications.

**Proxies.** For all discretionary managed accounts (including sole discretionary and shared discretionary accounts), TD Bank, its affiliates and/or agents will cast proxy votes on behalf of the account as we deem appropriate and consistent with the best interest of the account, unless specifically directed otherwise and subject to reasonable restrictions. TD Bank relies on its affiliate TDAM USA and third-party proxy voting services to cast proxy votes. TDAM USA has established policies and procedures that set out a general statement of policy with respect to its proxy voting activities ("Proxy Policy"). The Proxy Policy includes guidelines for determining how to vote with respect to common issues that require voting decisions, a framework for addressing novel or contentious matters, and the roles and responsibilities of the TDAM USA proxy committee ("Proxy Committee"). TD Bank and TDAM USA have delegated responsibility for certain proxy voting activities to Institutional Shareholder Services, Inc. ("ISS"). ISS has been instructed to vote in accordance with the principles and guidelines set out in the Proxy Policy, and has been instructed to refer certain proposals back to TDAM USA for individual consideration. In some instances, ISS may cast proxy votes using a block approach which restricts your ability to direct an individualized vote. The Proxy Policy sets out a framework for resolving material conflicts of interest related to voting matters, including conflicts between an account and (i) TD Bank, TDAM USA, and their affiliates; (ii) individuals making proxy voting decisions; or (iii) service providers making proxy voting decisions (collectively, "Conflicts"). This framework requires independent proxy decision makers to ensure proxies are voted in accordance with the Proxy Policy or brought to the attention of the Proxy Committee. Such decision makers are provided

guidance in determining whether a Conflict exists with respect to any voting matter. In cases where a Conflict arises, the Proxy Committee reviews the matter to determine what actions are necessary to ensure the Conflict is handled appropriately and the proxy is voted in the best interests of the account. You can obtain information on how the securities in your account were voted by contacting your TD Bank Advisor.

**Securities Class Action Claims.** If investments held in an account (or previously held in an account) are subject to class action lawsuits, TD Bank and/or its agents may file class action litigation claims on behalf of all eligible accounts as we deem to be in the best interest of the accounts. TD Bank has delegated responsibility for identifying, filing, and processing class action litigation claims to a third-party service provider, Chicago Clearing Corporation ("CCC"). CCC will track all class action litigation suits, identify all accounts eligible to participate in a suit, file eligible class action litigation claims, communicate with claims administrators on behalf of eligible accounts, and facilitate settlement recovery. You can obtain information on securities class action claims filed on behalf of your account by contacting your TD Bank Advisor. Clients do not have the ability to direct TD Bank or CCC to opt-out of eligible class action litigation claims on a case-by-case basis. Clients may opt-out of all securities class action litigation claim filing services, in which case TD Bank and/or CCC will not file any claims on behalf of the account. Where clients have opted-out of these services, TD Bank will share the account owners' personal information (including the mailing address and beneficial owner associated with the account) with claims administrators so that the claims administrator may contact the beneficial owner directly. If you wish to opt-out of TD Bank's securities class action litigation claims filing services, please contact your TD Bank Advisor.

**Automated Clearing House (ACH) Payments.** For ACH transactions, TD Bank will pay all scheduled amounts/distributions, or amounts otherwise requested, by making direct deposits or adjustment entries as necessary into the specified account at the designated financial institution. TD Bank will mail an advice of deposit (which may be sent collectively at year end) instead of a check. It can take up to 48 hours from payment date to receive the funds into the checking or savings account.

**Consult a Professional for Tax, Legal and Other Advice before Investing.** Transactions may be subject to federal, state, and/or estate taxes. Consult with your tax, legal, and other advisors for advice specific to your circumstances. TD Bank, its affiliates and employees do not provide legal, tax, accounting or actuarial advice. TD Bank, its affiliates and employees do not provide advice regarding, or undertake in any way to ensure compliance with, applicable state and other jurisdictionally-based laws, regulations or similar pronouncements applicable to the investments made by its Clients (including but not limited to captive insurance companies, government entities, or trusts), or the trust agreements or custodial arrangements into which its clients may enter or by which they are otherwise bound.

**No Advice Regarding Investment Policy Statements.** TD Bank's advice may involve recommended exposures within a client's established investment policy. Since an investment account is generally only one component of a client's overall portfolio, we will not approve or otherwise monitor compliance with investment policy statements ("IPS") when provided in connection with the opening of an account, at account conversion (for acquisitions) or otherwise. The investment strategies described in this document do not provide IPS services. In connection with these accounts, TD Bank does not ensure that your IPS and asset allocation choices comply with all specific legal, actuarial or other requirements that apply to you. That responsibility rests solely with you and you should consult with your legal and tax advisors regarding those matters. TD Bank, its affiliates, and TD Bank Advisors do not provide legal or tax advice. Clients should seek advice based on their individual circumstances from an independent tax and/or legal advisor.

**Tax Costs/Basis Issues.** When client assets are transferred to us to be held in the Client's account, the prior custodian may provide TD Bank with information on the cost (or "basis") associated with these assets. Cost information is used to calculate capital gains and losses and to determine whether the gains or losses are long term or short term. TD Bank is responsible for accurate tax costs of securities it purchases in the portfolio, but does not assume responsibility for the accuracy of tax costs if TD Bank does not receive information on the cost of your transferred assets at the time the account is funded, or if the information received is inaccurate or incomplete. Unless we agree otherwise in our sole discretion, TD Bank will provide investment services over all assets in your account even if the cost information for any asset is missing or inaccurate. In that case, your TD Bank Advisor may not be in a position to consider the tax impact of a sale or redemption of assets, which may result in a greater tax liability.

**Unlawful Internet Gambling.** "Restricted Transactions", as defined in the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG, include without limitation, those in which electronic fund transfers or checks are accepted by gambling businesses in connection with unlawful Internet gambling. Restricted Transactions are prohibited from being processed through any account or relationship with TD Bank. In the event that TD Bank identifies a suspected Restricted Transaction, we may deny services to you and prohibit future transactions. Notwithstanding the foregoing, in the event a Restricted Transaction is processed, the account will be liable for the transaction.

**Information Access and Use.** When a Client requests the TD Private Client Group service, their Relationship Manager or TD Bank Advisor will have visibility into all of their relationships with TD Private Client Group Affiliates – whether deposit accounts,

loans, credit cards or securities and mutual fund accounts held at TD Bank, TDPCW or at a TD Private Client Group Affiliate (collectively, ("TD Private Client Group Affiliates Account(s)"). Your Relationship Manager or TD Bank Advisor can put the power of TD Private Client Group to work for you, by utilizing a team of experts from across the TD Private Client Group Affiliates to review and analyze your financial status and recommend products and services tailored to meet the account's financial objectives.

TD Private Client Group Affiliates use information about your TD Private Client Group Affiliates account(s) so that you can receive an optimal client experience as well as access a complete array of products and services. To provide you with the TD Private Client Group service, your Relationship Manager or TD Bank Advisor needs to access all of your personal information with the TD Private Client Group Affiliates and will make this information available to professionals in other TD Private Client Group Affiliates to provide you products and services that TD Private Client Group believes will meet the account's objectives.

**Your Relationship Manager or TD Bank Advisor has access to your personal TD Private Client Group Affiliates account(s) information with the TD Private Client Group Affiliates and makes this information available to professionals in other TD Private Client Group Affiliates to provide you products and services that TD believes will meet your account objectives. Any information sharing, use and marketing choices that you have otherwise made with TD Private Client Group Affiliates will be superseded to the extent the information is used to provide you with the TD Private Client Group service. You may, at any time, withdraw your direction to use information about your TD Private Client Group Affiliates account(s) to provide the TD Private Client Group service. However, if you withdraw your direction, TD Private Client Group will no longer be able to provide you with the TD Private Client Group service.**

You may withdraw from the TD Private Client Group program at any time by contacting your Relationship Manager or TD Bank Advisor. TD Private Client Group will provide you with instructions on steps to be taken with respect to your various TD Private Client Group Affiliates Account(s). TD Private Client Group will need a reasonable period of time to process your withdrawal. Withdrawal from the TD Private Client Group program will terminate access to TD Private Client Group products and services. By choosing to remain in the TD Private Client Group program, you have accepted the terms of the TD Private Client Group business model.

I/we acknowledge that I/we have read and understand the information in this Brochure and hereby accept and authorize the products, practices, services, and business models described herein. Additionally, I/we acknowledge receipt of the current fee schedule, privacy notice and the Fiduciary and Agency Account Services brochure.

X \_\_\_\_\_

X \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Lease Purchase Agreement  
PAYMENT PROCEEDS AUTHORIZATION

Lease Purchase Agreement #: 40159950 (4 year)

Proceeds of funds are to be disbursed as follows:

TD Wealth Management	\$ 7,923,702.00
----------------------	-----------------

Total \$ 7,923,702.00

Acknowledged and Agreed to:

LESSEE:

CITY OF CHARLESTON, SOUTH CAROLINA

By: \_\_\_\_\_

Name: Amy K. Wharton

Title: Chief Financial Officer

# COMMITTEE / COUNCIL AGENDA

**TO:** John J. Tecklenburg, Mayor

**FROM:** Amy Wharton DEPT. BFRC

**SUBJECT:** WORKERS COMPENSATION EXCESS INSURANCE

**REQUEST:** APPROVAL OF RENEWAL WITH SAFETY NATIONAL

**COMMITTEE OF COUNCIL:** Ways & Means **DATE:** March 10, 2020

**COORDINATION:** This request has been coordinated with: *(attach all recommendations/reviews)*

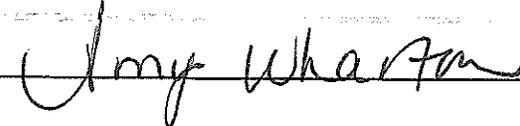
	Yes	N/A	Signature of Individual Contacted	Attachment
Corporation Counsel	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>

**FUNDING:** Was funding previously approved? Yes  No  N/A

If yes, provide the following: Dept./Div BFRC/Safety Account #: 181000 51250

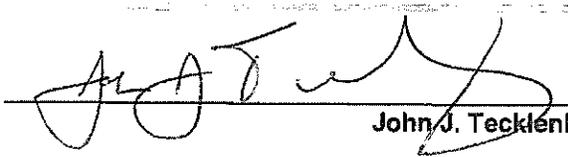
Balance in Account \_\_\_\_\_ Amount needed for this item \$417,015

**NEED:** Identify any critical time constraint(s).

**CFO's Signature:** 

**FISCAL IMPACT:**

The 2020 policy renewal rate is flat but the premium is increasing due to the increased payroll (over 2 years). This policy runs April 1, 2020 to April 1, 2022. Safety National is offering a 2yr rate lock. Total cost for 2 years is \$834,030.

**Mayor's Signature:**   
John J. Tecklenburg, Mayor

**ORIGINATING OFFICE PLEASE NOTE:** A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

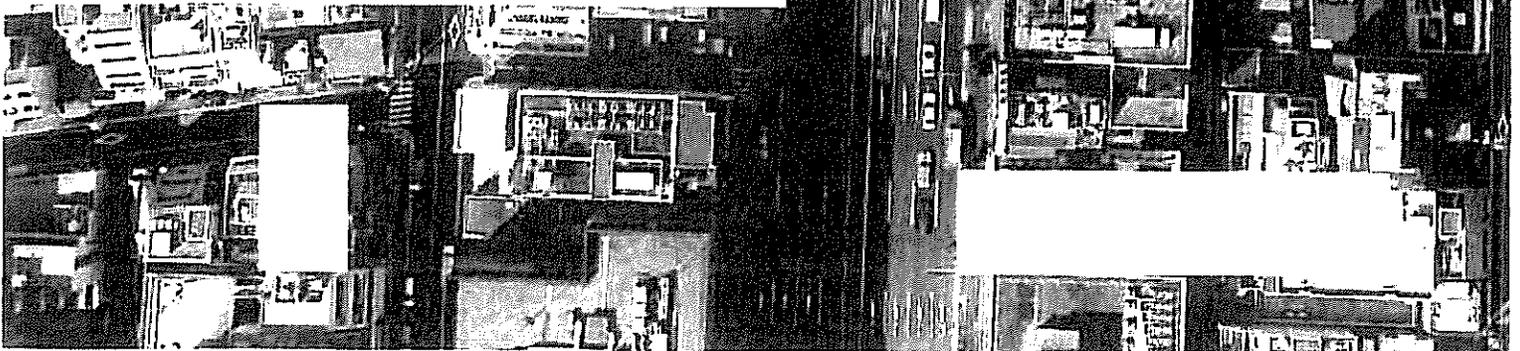
Insurance Proposal  
Prepared For

City of Charleston

Excess Workers  
Compensation

Effective: 4/1/2020 to 4/1/2021

Presented: February 28, 2020



**Willis Towers Watson Southeast, Inc.**  
**214 North Tryon Street, Suite 2500**  
**Charlotte, NC 28202**

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**Market Summary**

Below is a summary of markets that we approached on your behalf.

Carrier	Lines of Business	Response
Excess Workers Compensation & Employers Liability	Safety National	Incumbent; quoted 1 & 2 year options with \$1M SIR, \$3M aggregate. Expiring premium rate and coverage terms, with a 24% reduction in the loss fund rate.
	Arch	Quoted 2 year term, \$1M SIR; cannot provide aggregate
	Chubb	Quoted 1 year term, \$1M SIR; cannot provide aggregate
	Midwest Employers	Provided indications for 1 & 2 year term, \$1.5M SIR, \$3M aggregate
	Hartford	Declined; unable to utilize PMA as TPA; would only consider a bundled program
	Zurich	Declined; would only consider in support of other lines
	Travelers	Declined; police and fire exposures are not a good fit

**Financial Summary and Payment Terms**

Effective Dates	Coverage	Carrier	Deposit Premium	Commission	Payment Terms
April 1, 2020 to April 1, 2022	Excess Workers Compensation & Employers Liability	Safety National	\$834,030 (2 year)	0%	Agency Bill; Annual 50% deposit due 4/1/2020, 50% due 4/1/2021

These quotes are valid until March 31, 2020, after which insurers may withdraw or vary it. We have included the carrier quotations in the Appendix.

Please review this proposal and advise of any changes or questions you may have. To request the binding of coverage, please sign the order to bind request form included in this proposal and return or contact me by phone or e-mail.

# WillisTowersWatson

## City of Charleston

### Program Comparison

	2018-2020 Safety	2020-2022 Safety	Change	2020-2022 Safety	2020-2022 Arch	2020-2022 Midwest (1)	2020-2021 Safety	2020-2021 Midwest (1)	2020-2021 Safety	2020-2021 Chubb (2)
Self-Insured Retention	\$1,000,000	\$1,000,000	0%	\$1,000,000	\$1,000,000	\$1,500,000	\$1,000,000	\$1,500,000	\$1,000,000	\$1,000,000
Aggregate Excess Limit	\$3,000,000	\$3,000,000	0%	N/A	N/A	\$3,000,000	\$3,000,000	\$3,000,000	N/A	N/A
Loss Limit	\$1,000,000	\$1,000,000	0%	N/A	N/A	\$500,000	\$1,000,000	\$500,000	N/A	N/A
Loss Fund Rate	\$9.00	\$6.85	-24%	N/A	N/A	\$4.424	\$7.00	\$3.933	N/A	N/A
Estimated Loss Fund	\$16,231,942	\$13,934,404	-14.2%	N/A	N/A	\$8,000,000	\$7,119,769	\$4,500,000	N/A	N/A
Minimum Loss Fund	\$15,744,984	\$13,516,372	-14.2%	N/A	N/A	\$8,000,000	\$6,906,176	\$4,500,000	N/A	N/A
Payroll	\$180,354,910	\$203,421,958	12.8%	\$203,421,958	\$203,421,958	\$203,421,958	\$101,710,979	\$101,710,979	\$101,710,979	\$101,710,979
Premium Rate	\$.41	\$.41	0%	\$.373	\$.3411	\$.285	\$.41	\$.285	\$.373	\$.3341
Deposit Premium	\$739,455	\$834,030	12.8%	\$758,764	\$693,872	\$580,000	\$417,015	\$290,000	\$379,382	\$339,779
Minimum Premium	\$702,482	\$792,329	12.8%	\$720,826	\$693,872	\$580,000	\$396,164	\$290,000	\$360,413	\$339,779
Commission	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%

Note: Arch and Chubb cannot provide aggregate excess coverage. We obtained options from Safety National, both with and without aggregate excess.

(1) Midwest provided indications only. Terms can be formalized following a conference call to review medical claims settlement issues. As respects erosion of the loss fund, Midwest caps individual claims at \$500,000.

(2) Chubb does not offer a two year policy; they will consider a 2 year rate guarantee.

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# WillisTowersWatson

City of Charleston

## Coverage Summary

### Excess Workers Compensation

**Carrier:** Safety National Casualty Corporation  
**AM Best Rating:** A+ XV  
**Effective Date:** 04/01/2020 at 12:01am standard time  
**Expiration Date:** 04/01/2022 at 12:01am standard time Annual - Voluntary  
**Audit Basis:** Excess coverage for injury to South Carolina Employees, subject to terms,  
**Coverage:** conditions and exclusions of the policy

### Limits

Employers Liability Limit by Accident - Each Accident	\$1,000,000
Employers Liability Limit by Disease - Policy Limit	\$1,000,000
Employers Liability Limit by Disease - Each Employee	\$1,000,000
Workers Comp Limit – Each Accident/Each Employee for Disease	Statutory

### Specific Insurance

Self-Insured Retention: Each Accident	\$1,000,000
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### Aggregate Excess Insurance

Aggregate Excess Limit	\$3,000,000
------------------------	-------------

### Rates and Premium

Term	Option 1: One Year	Option 2: Two Year*
Estimated Total Payroll	\$101,710,979	\$203,421,958
Loss Fund Rate	\$7.00	\$6.85
Estimated Loss Fund	\$7119,769	\$13,934,404
Minimum Loss Fund	\$6,906,176	\$13,516,372
Loss Limitation	\$1,000,000	\$1,000,000
Premium Rate	\$.41	\$.41
Deposit Premium	\$417,015	\$834,030
Minimum Premium	\$396,164	\$792,329
<b>OPTION – NO AGGREGATE EXCESS</b>		
Premium Rate	\$.373	\$.373
Deposit Premium	\$379,383	\$758,754
Minimum Premium	\$360,413	\$720,826

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## City of Charleston

### Terms and Conditions Including But Not Limited To

- Broad Form All States Coverage for Employee Travel
- Communicable Disease Endorsement
- Foreign Voluntary Workers Comp & Employers Liability, Including Endemic Disease
- Incidental Longshoremen's and Harbor Workers Compensation Act Endorsement – State Benefits
- Incidental Maritime Coverage Endorsement
- Contractual Waiver of Subrogation Endorsement (NEW)
- Definition of Loss Fund
- 90 Days' Notice of Cancellation
- State Amendatory Endorsement(s)
- Terrorism Disclosure Notice
- TPA: PMA
- Inmate Exclusion

### Risk Control Services

Safety National MAP Client Services are included in the quote. These resources consist of both risk control and claim services, including resources such as:

- Safety Essentials Online
- Workers Comp Kit
- Safety Training Source
- Medical Management Program:
  - o Catastrophic Claims Consulting
  - o Impartial Medical Review
  - o Long-Term Claims Evaluation
  - o Chronic Pain & Opioid Dependency Programs

### Crisis Protection

- \$50,000 Annual Aggregate benefit for a qualifying Domestic Crisis Event
- 24 hour crisis hotline to preferred and approved Domestic Crisis Event vendors.
- Crisis communication and media management
- Short-term counseling

Domestic Crisis: two or more employee deaths resulting from events such as:

- Explosion
- Arson
- Bombing
- Workplace Violence
- Structural Fire
- Vehicular Accident
- Natural Disasters

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# WillisTowersWatson

## City of Charleston

### A.M. Best Company Rating Information

A.M. Best is the most widely recognized authority on the evaluation and rating of insurance companies based in part upon their financial strength and policyholders' surplus. The Best's rating for the company we are including in this proposal is:

Company Name	Rating	Financial Size	Date of Rating
Safety National Casualty Corporation	A +	XV	October 03, 2019
Arch Insurance Company	A +	XV	October 17, 2019
ACE American Insurance Company	A++	XV	December 11, 2019
Midwest Employers Casualty Company	A +	XV	May 10, 2019

As professional agents/brokers it has long been our established policy to make every effort to deal only with companies having a Best's Rating of A++, A+, A or A-, which are the four highest ratings available, and a minimum of \$50 million in Policyholders' Surplus. It must be noted that neither WillisTowersWatson nor any affiliated company guarantees the financial solvency of any insurance carrier. The following list outlines the A.M. Best Company rating scale and associated descriptions.

#### Financial Strength Ratings and Size Categories

An A.M. Best's Financial Strength Rating is an opinion of an insurer's ability to meet its obligations to policyholders. A.M. Best assigns each letter rated insurance company a Financial Size Category. This is designed to provide a convenient indicator of the size of a company in terms of its statutory surplus and related accounts.

A.M. Best Ratings			
A++, A+	Superior	C++, C+	Marginal
A, A-	Excellent	C, C-	Weak
B++, B+	Very Good	D	Poor
B, B-	Good	E	Under Regulatory Supervision
		F	In Liquidation

Financial Size Categories (in millions of us dollars)			
Class I	Up to 1	Class IX	250 to 500
Class II	1 to 2	Class X	500 to 750
Class III	2 to 5	Class XI	750 to 1,000
Class IV	5 to 10	Class XII	1,000 to 1,250
Class V	10 to 25	Class XIII	1,250 to 1,500
Class VI	25 to 50	Class XIV	1,500 to 2,000
Class VII	50 to 100	Class XV	Greater than 2,000
Class VIII	100 to 250		

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**Important Notices**

**COMMISSION DISCLOSURE**

Willis Towers Watson negotiates commission rates with certain insurers on a corporate level. If the rate on your placement is lower than the negotiated rate, Willis Towers Watson will collect the difference directly from the insurer. These payments will not increase the cost of your insurance or otherwise impact your premium or rates. Details of these arrangements where there is compensation beyond the base compensation detailed in your Quote Proposal can be found at:

[http://www.willis.com/About\\_Willis/The\\_Willis\\_Way/Commission\\_Rates/](http://www.willis.com/About_Willis/The_Willis_Way/Commission_Rates/).

**BROKERAGE TERMS, CONDITIONS & DISCLOSURES**

This proposal is presented in conjunction with the Brokerage Terms, Conditions & Disclosures, which is enclosed.

# Willis Towers Watson

City of Charleston

## Client Services

### Client Service Team

Team Member	Responsibilities
Richard Moxley, Vice President, Client Advocate Direct: 843-416-1037 Mobile: 704-995-7729 <a href="mailto:Richard.Moxley@willistowerswatson.com">Richard.Moxley@willistowerswatson.com</a>	<ul style="list-style-type: none"><li>▪ Central point of accountability and responsibility for all of the client's service</li><li>▪ Ensures that the client gains relevant access to WTW's resources and expertise</li></ul>
Melissa Sowell, Client Manager Direct: 704-804-7442 Mobile: 704-231-2583 <a href="mailto:Melissa.Sowell@willistowerswatson.com">Melissa.Sowell@willistowerswatson.com</a>	<ul style="list-style-type: none"><li>▪ Assists with management and coordination of placement activities</li><li>▪ Point of contact for post-binding and other mid-term activities</li></ul>
Chrys Rhodes, Vice President, Senior Broker Direct: 704-927-6005 Mobile: 704-713-9768 <a href="mailto:Chrys.Rhodes@willistowerswatson.com">Chrys.Rhodes@willistowerswatson.com</a>	<ul style="list-style-type: none"><li>▪ Leads marketing, placement, and negotiation for all LOB-related lines of coverage</li><li>▪ Specializes in coverage</li></ul>
John Bobo, Claims Advocacy Direct: 704-804-7443 Mobile: 704-957-1804 <a href="mailto:John.Bobo@willistowerswatson.com">John.Bobo@willistowerswatson.com</a>	<ul style="list-style-type: none"><li>▪ Advocates for coverage claims</li><li>▪ Manages relationships with the carrier to ensure effective and timely resolution</li></ul>

*We are a 24 hour a day operation. We understand that you have risk management needs around the clock. If you are ever unable to reach anyone on your Service Team, these Senior Executives are available to assist you:*

Eric Hein, Carolinas Managing Director  
Direct: 704-344-4884  
Mobile: 704-953-0262  
[Eric.Hein@willistowerswatson.com](mailto:Eric.Hein@willistowerswatson.com)

Stuart Spector, Eastern Region Service Officer  
Direct: 301-742-9052  
Mobile: 301-581-4206  
[Stuart.Spector@willistowerswatson.com](mailto:Stuart.Spector@willistowerswatson.com)

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# Willis Towers Watson

## City of Charleston

### Willis Towers Watson Certificate Center

The Willis Towers Watson Certificate Service Center is a team of dedicated professionals available to process your certificate and automobile identification requests. Our system makes it possible to easily issue large numbers in a specialized manner to fit your needs. Further, we have the ability to electronically send mid-term certificates and auto ID cards via email/fax to you and/or the cert holder, as well as providing you with instant 24/7 access to certificates and auto ID cards issued via our Certificate Portal website.

#### Standard Turnaround Times

- Routine Midterm Requests – 4 Hours
- Rush Midterm Requests – 90 Minutes
- Renewals – 2 Business Days
- Please call our phone number below for any work stoppage issues

#### Cert Central Hours of Operation and Contact:

- 7:00 a.m. to 7:00 p.m. Central Standard Time – Monday thru Friday
- E-mail: [certificates@willistowerswatson.com](mailto:certificates@willistowerswatson.com)
- Phone: 877 945 7378
- Fax: 888 467 2378

#### Certificate Portal – Willis Towers Watson Competitive Advantage

- Web address and unique login credentials provided by your WTW Service Team
  - Certificates on Demand Portal – [certs.willistowerswatson.com](https://certs.willistowerswatson.com)
  - Intelllicerts Portal – [www.intelllicerts.com](https://www.intelllicerts.com)
- All certificates and auto id cards issued by the Cert Center are stored and can be accessed 24/7 to be viewed or printed by you as needed
- User-friendly search criteria enables precision searches for specific documents
- Ability to download zip files of large groups of documents
- Submit requests directly to the Cert Center Team at [certificates@willistowerswatson.com](mailto:certificates@willistowerswatson.com)

# WillisTowersWatson

City of Charleston

## Willis Towers Watson Claims Advocacy Center

### Client Reports Directly to the Carrier

- Workers' Compensation
- Auto - except fatalities, serious injury, complex liability/coverage situations
- General Liability - except fatalities, serious injury, complex liability/coverage situations, construction defect, asbestos
- All claims for policyholders placed through the CBU

### Claim Advocate Can and Will Get Involved in Any Claim Where

- Any claim related issue
- Client is experiencing problems with the carrier
- Questions about the handling of a claim or claim process
- Any coverage issue
- Claim status reviews - upon request

### Claim Associate Reports the Following Types of Claims

Intermediary Involvement	Property/Business interruption
All Lawsuits	Equipment Breakdown
Auto – Complex Issues	Inland Marine
GL – Complex Issues	Builder's Risk
GL – Construction Defect / OCIP	Crime / Employee Dishonesty
Pollution, Asbestos, Mold	Fiduciary
Umbrella/Excess	Media Liability
Crisis Management	Cyber Liability
Directors & Officers	Professional Liability
Employment Practices Liability	Foreign/ International

### Claim Advocate Group Contact Information

Nashville, TN CAG

[claimcentral@WillisTowersWatson.com](mailto:claimcentral@WillisTowersWatson.com)

877-725-9678

877-945-3676

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# Willis Towers Watson

City of Charleston

## Order to Bind

Please review this proposal and advise of any changes or questions you may have. To request the binding of coverage, please complete and sign the following or contact me with your binding instructions.

Excess Workers Compensation			
Safety National	Option 1: One Year, with aggregate	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Option 2: Two Year, with aggregate	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Option 3: One Year, without aggregate	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Option 4: Two Year, without aggregate	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Arch	Option 1: Two Year, without aggregate	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Chubb	Option 1: One Year, without aggregate	<input type="checkbox"/> Yes	<input type="checkbox"/> No

City of Charleston

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

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**Appendix**

- 1. BROKERAGE TERMS, CONDITIONS & DISCLOSURES**
  
- 2. CARRIER QUOTES**

**Brokerage Terms, Conditions & Disclosures**

Your decision to purchase insurance coverages, products, and/or services through Willis Towers Watson is subject to the following terms and conditions.

**1. General Terms and Conditions**

- 1.1. **Fees Exclusive of Taxes.** Any fees or rates quoted or estimated will be exclusive of income tax or of any sales, ad valorem, value added tax or any similar tax unless such tax is required to be included pursuant to a statutory requirement. If required, we will add the relevant tax to the invoice, separately stated, and remit such tax to the appropriate authority.
- 1.2. **Our Responsibilities.** We will provide the services in a professional manner with reasonable skill and care and in accordance with all laws and regulations applicable to us. We will assign to the project team, members of our staff with adequate education, training and experience to perform the tasks assigned to them. We will use reasonable endeavors to meet any agreed timetable.

The work product we produce in the course of providing the services (the "Work Product") will not infringe any intellectual property right of any third party. Unless otherwise expressly agreed in writing, we do not accept any fiduciary or trust responsibilities or related liability in connection with the performance of the services. We do not provide legal, accounting or tax advice.

- 1.3. **Your Responsibilities.** You will provide us, in a timely manner, with all documentation, information, access to your personnel, access to your premises (if applicable) and cooperation reasonably required to provide the services. Any delay or failure to provide such documentation, information, access to your personnel or cooperation may result in: (a) a revision to any agreed timetable; and (b) if we are required to perform any additional work as a result, in additional fees being charged. We will rely on the documentation and information provided by you or your representatives and we do not take responsibility for verifying the accuracy or completeness of it. You may rely only upon our final Work Product and not on any drafts or oral statements made by us in the course of performing the services.
- 1.4. **Intellectual Property Rights and Work Product.** You will retain ownership of all original data and materials provided to us by you or your representatives, and the intellectual property rights in that data and materials. You will have the right to use, reproduce and adapt the copies of the Work Product for internal purposes within your organization. We will retain the Intellectual property rights in the Work Product, and the skills, know-how and methodologies used or acquired by us during the course of providing any of the services.

The services, including the Work Product, are provided solely for the intended purpose, and may not be referenced or distributed to any other party without our prior written consent. You may distribute the Work Product to your affiliates, provided that you ensure that each such affiliate complies with these Terms, Conditions, & Disclosures, as if it were a party to them, and you remain responsible for such compliance.

You will not refer to us or include any of the Work Product in any shareholder communication or in any offering materials (or fairness opinion provided by your professional advisers) prepared in connection with the public offering or private placement of any security, unless otherwise agreed in writing.

- 1.5. **Confidentiality and Data Privacy.** Each party (the "Recipient") will protect all confidential information which the other party (the "Discloser") provides to it (whether orally, in writing or in any other form) ("Confidential Information") using the same standards as the Recipient applies to its own comparable confidential information, but in no event less than reasonable measures. Confidential Information will not include information that is: (a) already known to the Recipient at the time of disclosure; (b) in the public domain or publicly available; (c) provided to it by a third party who is under no such obligation of confidentiality; (d) independently developed by it; or (e) is required to be disclosed by court order, regulatory authority or other legal process, provided that prior to disclosing any Confidential Information, the Recipient will, if permitted by law, notify, and cooperate with the Discloser, at Discloser's expense, to lawfully limit and/or obtain appropriate protective orders with respect to such portion(s) of the Confidential Information which is the subject of any such required disclosure. Each party may disclose Confidential

Information to its legal advisers to protect its own legitimate interests or to comply with any legal or regulatory requirements.

In the course of providing the services, the parties acknowledge that you may provide us with information about an identifiable individual or information which relates to a natural person and allows that person to be identified, including your customer or employee information ("**Personal Data**"). It is further acknowledged that we are a global business and that we may transmit your information, including Personal Data, within our global network of offices to our affiliates and providers of IT outsourcing who will be subject to appropriate data protection standards. You represent that Willis Towers Watson is authorized to receive and possess any such Personal Data and that you have obtained any necessary consents from third parties, including the individual to which such Personal Data relates, that may be required for us to use the Personal Data for the purposes of providing the services. Irrespective of where we receive or hold Personal Data on your behalf, we will take appropriate technical, physical and organizational/administrative measures to protect it against accidental or unlawful destruction or accidental loss or unauthorized alteration, disclosure or access. Each party will comply with the provisions and obligations imposed on it by applicable data privacy legislation and regulations.

You agree that we may maintain, process and transfer your Confidential Information and Personal Data in order to perform the services, and for other reasonable ancillary purposes, unless you instruct otherwise.

In addition, you hereby grant us permission to use data we receive from you or your representatives in the course of the services for use in industry benchmarking studies, trend analyses and research. We may use the results of these studies, analyses and research for various purposes, including articles and studies for distribution to our other clients and prospects. Any such articles or studies will not disclose your participation or mention the inclusion of your information to any other party. Any findings from these studies that may show individual participant results will be on a blinded basis, and not attribute any finding to a specific participant.

- 1.6. **Nonconforming Services.** If the services do not conform to the requirements agreed between the parties, you will notify us promptly and we will re-perform any non-conforming services at no additional charge or, at our option, refund the portion of the fees paid with respect to such non-conforming services. The re-performance of the services or refund of the applicable fees is intended to provide an adequate remedy for any failure on our part to adhere to the requirements agreed between the parties for the performance of services.
- 1.7. **Indirect Damages.** In no event shall we or any of our affiliates and our and their respective employees, directors, officers, agents and subcontractors be liable for any incidental, special, punitive, or consequential damages of any kind (including, without limitation, loss of income, loss of profits, or other pecuniary loss), except to the extent such liability may not be excluded as a matter of law.
- 1.8. **Joint Liability.** Where we are jointly liable to you with another party, we will to the extent permitted by law only be liable for those losses that correspond directly with our share of responsibility for the losses in question.
- 1.9. **Third Parties.** We accept no responsibility for any consequences arising from any third party relying on the Work Product. If we agree to provide the Work Product to a third party, you are responsible for ensuring that the third party is made aware of the fact that they are not entitled to rely upon it. You agree to reimburse us for all costs (including reasonable legal fees) that we incur in responding to any requests or demands from third parties, pursuant to legal process or otherwise, for data or information related to the services.
- 1.10. **Force Majeure.** Neither party will be liable for any delay or non-performance of its obligations caused by an event beyond its control (a "**Force Majeure Event**") provided that the party affected gives prompt notice in writing to the other party of such Force Majeure Event and uses all reasonable endeavors to continue to perform its obligations. Either party may terminate any Statement of Work or Service Agreement by written notice to the other with immediate effect if such Force Majeure Event continues for more than 3 months.
- 1.11. **Miscellaneous.** These Term, Conditions & Disclosures, together with any signed agreement between us applicable to the same services, set out the complete and exclusive statement of agreement and

understanding between the parties, which supersedes and excludes all prior or contemporaneous proposals, understandings, agreements or representations, whether oral or written, with respect to your purchase of insurance. To the extent there is a conflict between these Terms, Conditions & Disclosures and a separately negotiated and signed agreement between you and Willis Towers Watson for the same services, the relevant portions of the signed agreement will control. Any modifications of or amendments to any MSA, Statement of Work, a Service Agreement, or a change to the services must be in writing and agreed by the parties. Should any provisions of an MSA, Statement of Work, Service Agreement, or any of the Terms, Conditions, & Disclosures be declared void, illegal or otherwise unenforceable, the remainder will survive unaffected.

Neither party may assign or delegate any of its rights or obligations to any third party without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign or delegate any of its rights and obligations to an affiliate. We reserve the right to employ subcontractors to assist in providing services and to pass to them any information and materials they need to perform their work. Where we use affiliates or subcontractors to provide the services, we will remain ultimately responsible for the provision of the services.

Neither party will have any liability in respect of any statement (except in the case of fraud where the liability of each party to the other will be unlimited) made by such party or on its behalf to the other party which is not contained in an applicable Statement of Work, Service Agreement, or these Terms, Conditions, & Disclosures and each party acknowledges that it has not entered into an any Statement of Work, or Service Agreement or will enter into a Statement of Work or Service Agreement, in reliance on any representation by the other party which is not contained in the MSA, the applicable Statement of Work, Service Agreement, or these Terms, Conditions & Disclosures.

We do not tolerate unethical behavior either in our own activities or in those with whom we seek to do business. We will comply with applicable laws, regulations, and rules.

- 1.12. **Sanctions and Export Control.** Sanctions and export control laws from the EU, United States, Canada, and other government authorities prohibit companies, including Willis Towers Watson, from conducting business in certain jurisdictions or with certain individuals. The restrictions may differ based on your business activity, ownership structure, and the location or nationality of your employees. Please inform us of any insurance or service requirements you have which touch upon goods, countries, entities or individuals subject to any sanctions or export controls. We will comply with all applicable sanctions and export control laws, and we are not responsible for actions taken by third parties based on their own sanctions or export control constraints.

To comply with applicable anti-money laundering regulations there are times when we may ask clients to confirm (or reconfirm) their identity. We may need to do this at the time you become a client or have been one for some time or for example, when checking details on proposal forms and transferring claims payments. This information may be shared with other subsidiaries of Willis Towers Watson PLC and where we deem necessary with regulatory or law enforcement bodies. Please note that we are prohibited from disclosing to you any report we may make based on knowledge or suspicion of money laundering, including the fact that such a report has been made.

We have systems that protect our clients and ourselves against fraud and other crime and we may utilize the services of third parties in order to identify and verify clients. Client information can be used to prevent crime and trace those responsible. We may check your details against financial crime databanks. If false or inaccurate information is provided, we may be obliged to pass such details to relevant regulatory agencies that may use this information.

- 1.13. **Dispute Resolution.** The parties agree to work in good faith to resolve any disputes arising out of or in connection with the services provided under these Terms, Conditions & Disclosures. If a dispute cannot be resolved it will be submitted to non-binding mediation to be conducted by Judicial Arbitration and Mediation Services (JAMS) before either party pursues other remedies hereunder. If the mediation does not resolve the dispute and a party or both parties wish to pursue other remedies, the parties agree that their legal dispute will be resolved without a jury trial and agree not to request or demand a jury trial. To the fullest extent permitted by applicable law, the parties hereby irrevocably waive any right they may have to demand a jury trial.

To the extent the foregoing jury trial waiver is not enforceable under the governing law, except as provided below, any dispute arising out of or in connection with these Terms, Conditions & Disclosures which the parties are unable to resolve between themselves or through mediation as provided above, will be resolved by binding arbitration in the state as provided for in paragraph 14 below, or other mutually agreed location, before a panel of three arbitrators in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Under these circumstances, the arbitration proceeding will be the sole and exclusive means for resolving any dispute between the parties, except for any dispute involving the ownership or use of work product or intellectual property, provided that either party may seek an injunction or other equitable relief if such action is necessary to avoid irreparable damage or to preserve the status quo. Each party will have the right to select one of the arbitrators and the two arbitrators so selected will agree on the choice of the third arbitrator. Each party will bear the expenses of the arbitrator it selects and one-half of the expenses of the third arbitrator and other costs related to the arbitration. Judgment on the award rendered by the arbitrators will be final and binding, and may be entered in any court having jurisdiction thereof. The arbitration proceeding will be confidential.

1.14. **Governing Law.** Any controversy, dispute or claim of any kind between the parties will be governed by and interpreted in accordance with the laws of the jurisdiction where the Willis Towers Watson office principally responsible for providing the services to you under the particular Statement of Work is located, without regard to any provisions governing conflicts of laws; provided that if such office is located outside of Canada or the US, the governing law will be that of the State of New York, without regard to any provisions governing conflicts of laws.

1.15. **Additional Provisions Applicable Only to Health and Benefits Services.**

1.15.1. If and to the extent that any portion of Willis Towers Watson's compensation is to be paid by or on behalf of any employee health or other welfare benefit plan ("Plan"), including commissions derived from Plan assets, then you will secure the approval of the applicable Plan fiduciaries for such portion of our compensation. You, and if applicable, the Plan fiduciaries, and not Willis Towers Watson, will determine whether any payment utilizing, or deriving from, Plan assets is appropriate. Willis Towers Watson will provide details concerning its charges to enable you, and if applicable, the Plan fiduciaries to make such determinations, but any information that Willis Towers Watson provides to you with its invoices or otherwise should not be construed as advice regarding the appropriate use of Plan assets. You, and if applicable, the Plan fiduciaries are encouraged to consult with legal counsel regarding such matters. Unless you tell us otherwise, in providing our services we will assume that the employee welfare benefits you provide to your employees and with respect to which we provide services have been wrapped into a single Plan. To the extent that you or your Plan enter into an Administrative Services Only contract with a Third party Administrator pursuant to which Willis Towers Watson receives a directed fee, you represent that all administrative fees are paid by you out of your general assets and will not be charged to the Plan.

1.15.2. Willis Towers Watson is not being engaged as a fiduciary or to provide investment advice and does not and will not perform or assume any fiduciary or trust responsibilities or liability in connection with the performance of the services. You agree that the services to be performed by Willis Towers Watson under an applicable Statement of Work are ministerial and not fiduciary in nature, that Willis Towers Watson has no discretionary authority or control with respect to the management or administration of your employee benefit plan(s) or any Plan assets, that Willis Towers Watson is not providing any advice with respect to products that may have an investment component, and that Willis Towers Watson's compensation has not been set at levels intended to compensate it for assuming fiduciary liability. You retain full responsibility for decisions to purchase or not purchase insurance policies, all claims for benefits against the Plan and any other discretionary decisions by the Plan or any fiduciary, trustee, Plan administrator, or Plan committee.

1.15.3. You agree that any enrollment or census data provided to Willis Towers Watson shall be provided by you in your role as an employer. You agree that you are responsible for your own access to and use of employee data, and that all persons whom you direct or request Willis Towers Watson to share employee data with are authorized to receive the employee data.

1.15.4. In the event that you and/or any of the employee benefit plans sponsored by you need to enter into business associate agreements with Willis Towers Watson to satisfy the requirements of the

Health Insurance Portability and Accountability Act, the regulations implementing that Act (the "Standards for Privacy of Individually Identifiable Health Information," codified at 45 C.F.R. parts 160 and 164), or any other similar law, the parties will execute an agreement in compliance with these requirements.

## 2. Brokerage Terms and Conditions

- 2.1. The services we provide to you will rely in significant part on the facts, information and direction provided by you or your authorized representatives. In order to make our relationship work, we must each provide the other with accurate and timely facts, information and direction as is reasonably required. You must provide us with complete and accurate information regarding your loss experience, risk exposures, and changes in the analysis or scope of your risk exposures and any other information reasonably requested by us or Insurers. It is important that you advise us of any changes in your business operations that may affect our services or your insurance coverages. Therefore, all information which is material to your coverage requirements or which might influence insurers in deciding to accept your business, finalizing the terms to apply and/or the cost of cover, or deciding to pay a claim, must be disclosed. Failure to make full disclosure of material facts might potentially allow insurers to avoid liability for a particular claim or to void the policy. This duty of disclosure applies equally at renewal or modification of your existing coverage and upon placement of new lines of coverage. You agree that Willis Towers Watson will not be responsible for any consequences arising from any delayed, inaccurate or incomplete information.
- 2.2. An insurer quote is an offer to provide coverage. Offers can be modified or withdrawn prior to your acceptance through your order to bind coverage. The quote itself is not a legally binding commitment or a confirmation of actual coverage. Should you choose to bind coverage, we will secure a formal commitment, typically in the form of a binder on a form issued or approved by the insurer(s) at issue. The quotes we will provide to you are based upon the information that you have provided to us. If you discover that previously submitted information is inaccurate or incomplete, please advise us immediately so that we can attempt to revalidate terms with insurers.
- 2.3. At the time of binding, we review the financial soundness of the insurers we recommend to provide your coverages based on publicly available information, including that produced by well-recognized rating agencies. Upon request, we will provide you with our analysis of such insurers. We do not guarantee or warrant the solvency of any insurer or any intermediary that we may use to place your coverage.
- 2.4. If you have a multi-year policy, it is important that you understand the limitations associated with the coverage options and the possibility that the financial strength of the insurer may change throughout the term of the policy. We recommend that you review the insurer's ratings for any downgrades during the term of this multi-year policy.
- 2.5. The final decisions with respect to all matters relating to your insurance coverages, risk management, and loss control needs and activities are yours. We will procure the insurance coverage chosen by you, including the limits you choose, prepare or forward insurance binders, if applicable, and review and transmit policies to you.
- 2.6. We will review all binders, policies and endorsements to confirm their accuracy and conformity to negotiated specifications and your instructions and advise you of any errors in, or recommended changes to, such documents. You agree that you will also review all such documents and promptly advise us of any questions you have or of any document or provision which you believe may not be in accordance with your instructions as soon as possible, and in no event longer than two weeks, after you receive them. Your coverage is defined by the terms and conditions detailed in your insurance policies and endorsements. Your review of these documents, and any review you may seek from outside legal counsel or insurance consultants, is expected and essential.
- 2.7. We will inform you of the reporting requirements for claims, including where claims should be reported and the method of reporting to be used, if applicable. Please carefully review any claims-reporting instructions or information we provide. Failure to timely and properly report a claim may jeopardize coverage for the claim. In addition, you should retain copies of all insurance policies and coverage documents as well as claims-reporting instructions after termination of the policies because in some cases you may need to report claims after termination of a policy.

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- 2.8. Our compensation may be revised if you request a change in the coverages and/or services during the term of this Agreement and we enter into a written agreement documenting any change in coverages, services and compensation.
- 2.9. If your insurance risks are in more than one jurisdiction, we, where required, will work with you and insurers to determine the allocation of premium between applicable jurisdictions, and the amount of insurance premium tax payable in each jurisdiction. In providing such services, Willis Towers Watson is acting in its capacity as an insurance broker, not as your tax advisor. You should seek your own advice in relation to such tax laws where you consider it necessary. We will not be liable to you should the apportionment of premium or amount of tax payable under the policy be challenged by any tax authority. In addition, we will not be liable to you should the insurers fail, or refuse, to collect and pay such insurance premium tax to the relevant authorities.
- 2.10. You will provide immediately available funds to pay premiums by the dates specified in the insurance policies, invoices, or other payment documents. Failure to pay premium on time may prevent coverage from incepting or result in cancellation of coverage by the insurer. You agree that we are not responsible for any consequences arising from any delay or failure by you to pay the amount due by the indicated date.
- 2.11. You may use a premium finance company, property appraiser, structured settlement firm or other similar service provider in connection with the insurance coverages we place for you. Premium finance options are not always available, but where they are, Willis Towers Watson currently works with industry leading finance providers for this service. Where permitted by law, we receive a fee for the services we provide those companies. These services include, but are not limited to, processing the premium finance applications and marketing and sales support they do not have. If you would like more information about the fee we receive, please let us know.
- 2.12. We will handle any premiums you pay through us and any funds which we receive from insurers or intermediaries for payment or return to you in accordance with applicable province/territory, state and federal insurance laws and regulations and province/territory and state unclaimed property laws. We may transfer your funds directly to insurers or to third parties such as wholesale brokers, excess and surplus lines brokers, or managing general agents to carry out transactions for you.
- 2.13. Where we collect funds from you, you agree that we may receive and retain interest on such funds from the date we receive the funds until we pay them to the insurers, intermediaries, or other third parties in the course of providing services, or until we return them to you after we receive such funds.
- 2.14. The following may be applicable where U.S. risks are insured with or through a foreign insurer or intermediary. The Foreign Account Tax Compliance Act (FATCA) is a U.S. law aimed at foreign financial institutions and other financial intermediaries (including insurance companies and intermediaries such as brokers) to prevent tax evasion by U.S. citizens and residents through offshore accounts. In order to comply with FATCA, insurance companies and intermediaries must meet certain legal requirements. Insurance placed with an insurance company that is not FATCA compliant may result in a 30% withholding tax on your premium. Where FATCA is applicable to you, in order to avoid this withholding tax, Willis Towers Watson will only place your insurance with FATCA-compliant insurers and intermediaries for which no withholding is required unless you instruct us to do otherwise and provide your advance written authorization to do so. If you do instruct Willis Towers Watson to place your insurance with a non-FATCA compliant insurer or intermediary, you may have to pay an additional amount equivalent to 30% of the premium covering U.S.-sourced risks to cover the withholding tax. If you instruct us to place your insurance with a non-FATCA compliant insurer but you do not agree to pay the additional 30% withholding if required, we will not place your insurance with such insurer. Please consult your tax adviser for full details of FATCA.
- 2.15. Unless otherwise provided in writing, you agree that we may use your company name and logo in marketing materials and for internal Willis Towers Watson use.
- 2.16. Unless otherwise agreed in writing, in the event of termination, we will be entitled to receive and retain any commissions payable under the terms of our commission agreements with the insurers in relation to policies placed by us, whether or not the commissions have been received by us.

- 2.17. Our obligation to render services under the agreement ceases on the effective date of termination of the agreement. Nevertheless, we will take reasonable steps to assist in the orderly transition of matters to you or to a new insurance broker. Claims and premium or other adjustments may arise after our relationship ends, and we have no responsibility to handle these things after our relationship ends. Such items are normally handled by the insurance broker serving you at the time the claim or adjustment arises. However, we will consider providing such services after the termination of this agreement for mutually agreed additional compensation. Nevertheless, we will process all remaining deposit premium installments on the policy(ies) in effect at the time of change.
- 2.18. The insurance market is complex, and there could be other relationships which are not described in this document which might create conflicts of interest. If a conflict arises for which there is no practicable way of complying with this commitment, we will promptly inform you and withdraw from the engagement, unless you wish us to continue to provide the services and provide your written consent. Please let us know in writing if you have concerns or we will assume that you understand and consent to our providing our services pursuant to these Terms, Conditions & Disclosures.

### 3. Brokerage Disclosures

- 3.1. If a Willis Towers Watson affiliate or office located outside of Canada or the United States serves as an intermediary in the placement of your coverages, it will also earn and retain compensation for providing those services, which compensation may not be included in the fee.
- 3.2. The compensation that will be paid to Willis Towers Watson will vary based on the insurance contract it sells. Depending on the insurer and insurance contract you select, compensation may be paid by the insurer selling the insurance contract or by another third party. Such compensation may be contingent and may vary depending on a number of factors, including the insurance contract and insurer you select. In some cases, other factors such as the volume of business Willis Towers Watson provides to the insurer or the profitability of insurance contracts Willis Towers Watson provides to the insurer also may affect compensation. Willis Towers Watson may accept this compensation in locations where it is legally permissible, and meets standards and controls to address conflicts of interest. Whether or how much insurers may pay in such compensation does not play any role in Willis Towers Watson's placement recommendations on behalf of its clients. If you prefer that we not accept this compensation related to your policy, please notify us in writing and we will request that your insurer(s) exclude your business from their payment calculations.
- 3.3. Upon request, Willis Towers Watson will provide you with additional information about the compensation Willis Towers Watson expects to receive based in whole or in part on your purchase of insurance, and (if applicable) the compensation expected to be received based in whole or in part on any alternative quotes presented to you.
- 3.4. To the extent Willis Towers Watson is compensated by commissions paid to us by insurers, they will be earned for the entire policy period at the time we place policies for you. We will be paid the commission percentage stated for the placement of your insurance as indicated, and will receive the same commission percentage for all subsequent renewals of this policy unless a different commission percentage is disclosed to you, or unless the insurer changes its commission rates, in which case the new commission rate will be disclosed to you before placement of the policy.
- 3.5. Willis Towers Watson may place your insurance or other business with members of a panel of insurers or other vendors. Willis Towers Watson develops panels of insurers and vendors in certain market segments. Participating insurers and vendors are reviewed on a variety of factors. Commission or fee rates on panel placements may be higher than rates paid on business placed outside of the panel process. Willis Towers Watson discloses its commission rates to clients on quotes obtained through the panel process prior to binding the coverage. In some instances, insurers or vendors pay an administration or management fee to participate in the panel process or for additional reporting. In some instances, Willis Towers Watson may earn a referral fee for referring your business to certain vendors.
- 3.6. In some cases the use of a wholesale broker may be beneficial to you. We will not directly or indirectly place or renew your insurance business through a wholesale broker unless we first disclose to you in writing any compensation we or our corporate parents, subsidiaries or affiliates will receive as a result.

- 3.7. If wholesalers, underwriting managers or managing general agents have a role in providing insurance products and services to you, they will also earn and retain compensation for their role in providing those products and services. If any such parties are corporate parents, subsidiaries or affiliates of ours, any compensation we or our corporate parents, subsidiaries or affiliates will receive will be included in the total compensation we disclose to you. If such parties are not affiliated with us, and if you desire more information regarding the compensation those parties will receive, please contact us and we will assist you in obtaining this information.
- 3.8. Commission schedules and other compensation arrangements related to our services on your behalf may change over time and may not always be congruent with your specific policy period. Willis Towers Watson will provide you with accurate information to the best of our knowledge when information is presented to you, but it is possible that compensation arrangements may change over time. We will update you on any changes to our compensation prior to your renewal, and will do so at any time upon your request.
- 3.9. As an insurance intermediary, we normally act for you. However, we or our corporate parents, subsidiaries or affiliates may also provide services to insurers for which we may earn compensation. These services may include, for example, (a) acting as a managing general agent, program manager or in other similar capacities which give us binding authority enabling us to accept business on their behalf and immediately provide coverage for a risk; (b) arranging lineslips or similar facilities which enable an insurer to bind business for itself and other insurers; (c) managing lineslips for insurers; or (d) providing third party administration and other services to insurers. Contracts with these insurers may grant us certain rights or create certain obligations regarding the marketing of insurance products provided by the insurers. We may place your insurance business under such a managing general agent's agreement, binding authority, lineslip or similar facility when we reasonably consider that these match your insurance requirements/instructions. When we intend to do so, we will inform you and disclose that we will receive compensation related to these services. In addition, these services may include providing services to insurers as a client. For example, we or they may provide consulting, brokerage, outsourced administration, or reinsurance services to insurer clients. In such cases, we or they will be compensated separately for the services provided to those insurer clients. Some of these insurer clients may happen to be insurers with whom we place your insurance coverages. The services provided to you and the services provided to our insurer clients are separate and any compensation earned for the services provided to insurer clients are separate from and in addition to the compensation we earn for the services we provide you under this Agreement.
- 3.10. We are members of a major international group of companies. In addition to the commissions received by us from insurers for placement of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties (some of which may be owned in whole or in part by our corporate parents or affiliates), may earn and retain usual and customary commissions for their role in providing insurance products or services to you under their separate contracts with insurers or reinsurers.

**4. Disclosures Applicable Only to Property and Casualty Placements (Not applicable to Health and Benefits Placements)**

- 4.1. Willis Towers Watson negotiates commission rates with certain insurers on a corporate level. If the rate on your placement is lower than the negotiated rate, Willis Towers Watson will collect the difference directly from the insurer. These payments will not increase the cost of your insurance or otherwise impact your premium or rates. Details of these arrangements where there is compensation beyond the base compensation detailed in your Quote Proposal can be found at [http://www.willis.com/About\\_Willis/The\\_Willis\\_Way/Commission\\_Rates](http://www.willis.com/About_Willis/The_Willis_Way/Commission_Rates).
- 4.2. A separate business unit within the Willis Towers Watson Group, FINMAR Market Services, provides a wide range of services direct to certain insurers that write business for FINEX Global clients. A separate fee is paid to FINMAR Market Services by insurers for the delivery of these services to them. This fee is calculated within a range of 2.75% and 7.5% (plus VAT, if applicable) of the overall premiums placed depending on the scale of services provided. Unless otherwise stated, premiums paid by the clients of FINEX Global will not be increased as a result of these arrangements.
- 4.3. If a surplus lines insurer (sometimes referred to as an excess lines insurer, non-admitted insurer, or non-licensed insurer) was used to quote your coverage, its premium rates, coverage terms and policy forms

## WillisTowersWatson | | | | |

are not regulated by your home state, province or territory, as applicable, and you will be required to pay an additional surplus lines premium tax which is on top of the premium. Also, in the event of the insurer's insolvency you will not be indemnified by any government guaranty fund for unpaid claims.

- 4.4. In addition to any other terms governing the use of your information as provided herein or in any other master services agreement, statement of work, or other agreement, you agree that we may use your information and, if applicable, receive remuneration for such use, as described below. We may:
- 4.4.1. aggregate and anonymise your information and may disclose to third parties certain anonymized or industry-wide statistics or other information which may include information relating to you, but that we will not, without your consent, reveal any information specific to you other than on an aggregated and anonymized basis and as part of an industry or sector-wide comparison;
  - 4.4.2. use your information to engage certain insurers in periodic discussions to gauge insurers' capabilities and interest in potentially quoting your business at a future date. Such discussions could be specific to your account or part of a discussion about a portfolio of accounts and typically increase the effectiveness and efficiency of our future marketing efforts on your behalf when you desire alternative bids;
  - 4.4.3. share information concerning your insurance arrangement with insurers or their agents where this is necessary to enable insurers to decide whether to participate in insuring your risk or to participate in any arrangement made by Willis Towers Watson whereby participating insurers agree to insure (wholly or partly) a portfolio of risks without necessarily making underwriting decisions on a case by case basis for individual risks within such portfolio;
  - 4.4.4. use any information you provide, without further notice to you, for the purpose of: (1) prospecting facultative reinsurance business from prospective insurer clients; (2) placing facultative reinsurance on behalf of our insurer clients; (3) marketing facultative reinsurance with prospective reinsurers on behalf of our insurer clients.

### 5. Language

- 5.1. It is the express wish of the parties that this Agreement and any related documents be drawn up in the English language. Les parties confirment qu'il est leur volonté expresse et réciproque que ce contrat et tout document qui s'y rattache soient rédigés en anglais.

### 6. Inquiries and Complaints

- 6.1. Your satisfaction is important to us. If you have questions or complaints, please inform the person who handles your business or contact the head of our office. Alternatively, you may call toll free 1-866-704-5115.

**Safety National Casualty Corporation**  
**1832 Schuetz Road**  
**St. Louis, MO 63146**

PHONE # (314) 995-5300

FAX # (314) 995-3843

TO:	Willis Towers Watson Southeast, Inc.	ATTN:	Ms. Chrys Rhodes
PHONE:	(704) 376-9161	FAX:	(704) 342-3143
FROM:	Vanessa Annunziata	DATE:	02/26/2020

**EXCESS WORKERS' COMPENSATION INSURANCE QUOTATION**

Name of Risk: **CITY OF CHARLESTON, SC**

Account: 6011174 Previous Policy Number: AGC4058383

Specific Excess Only

Contract Terms	Option 6850371111	Option 6850378854
Liability Period	04/01/2020 - 04/01/2021	04/01/2020 - 04/01/2022
Payroll Reporting Period	04/01/2020 - 04/01/2021	04/01/2020 - 04/01/2022
Payroll	\$ 101,710,979	\$ 203,421,958
Manual Premium	\$ 3,025,883	\$ 3,025,883
Experience Modification Factor	1.000	1.000
Standard Premium	\$ 3,025,883	\$ 6,051,763
Self-Insured Retention	\$ 1,000,000	\$ 1,000,000
Specific Limit	Statutory	Statutory
Employers Liability Limit	Per Occ \$ 1,000,000	Per Occ \$ 1,000,000
Premium Rate	Rate \$100 Payroll \$ 0.373	Rate \$100 Payroll \$ 0.373
Deposit Premium	\$ 379,382	\$ 758,764
Minimum Premium	\$ 360,413	\$ 720,826
Commission	Net 0.00 %	Net 0.00 %
Pay Plan	ANNUAL PAYMENT	ANNUAL PAYMENT
Audit Type	Voluntary	Voluntary

\*Quote expires 1 day after Payroll Reporting Period effective date for each Quote Option.

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**EXCESS WORKERS' COMPENSATION INSURANCE QUOTATION**

Name of Risk: <b>CITY OF CHARLESTON, SC</b>	
Account: 6011174	Previous Policy Number: AGC4058383
	Specific & Aggregate Excess

Contract Terms	Option 6672157785		Option 6850345034	
Liability Period	04/01/2020 - 04/01/2021		04/01/2020 - 04/01/2022	
Payroll Reporting Period	04/01/2020 - 04/01/2021		04/01/2020 - 04/01/2022	
Payroll	\$ 101,710,979		\$ 203,421,958	
Manual Premium	\$ 3,025,883		\$ 3,025,883	
Experience Modification Factor	1.000		1.000	
Standard Premium	\$ 3,025,883		\$ 6,051,763	
Self-Insured Retention	\$ 1,000,000		\$ 1,000,000	
Specific Limit	Statutory		Statutory	
Employers Liability Limit	Per Occ	\$ 1,000,000	Per Occ	\$ 1,000,000
Loss Fund Rate	Rate \$100 Payroll	\$ 7.00	Rate \$100 Payroll	\$ 6.85
Estimated Loss Fund	\$ 7,119,769		\$ 13,934,404	
Minimum Loss Fund	Est. x 97.00%	\$ 6,906,176	Est. x 97.00 %	\$ 13,516,372
Aggregate Excess Limit	\$ 3,000,000		\$ 3,000,000	
Loss Limitation	\$ 1,000,000		\$ 1,000,000	
Premium Rate	Rate \$100 Payroll	\$ 0.41	Rate \$100 Payroll	\$ 0.41
Deposit Premium	\$ 417,015		\$ 834,030	
Minimum Premium	\$ 396,164		\$ 792,329	
Commission	Net	0.00 %	Net	0.00 %
Pay Plan	ANNUAL PAYMENT		ANNUAL PAYMENT	
Audit Type	Voluntary		Voluntary	

\*Quote expires 1 day after Payroll Reporting Period effective date for each Quote Option.

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St. Louis, MO 63146

PHONE # (314) 995-5300

FAX # (314) 995-3843

TO:	Willis Towers Watson Southeast, Inc.	ATTN:	Ms. Chrys Rhodes
PHONE:	(704) 376-9161	FAX:	(704) 342-3143
FROM:	Vanessa Annunziata	DATE:	02/26/2020

**EXCESS WORKERS' COMPENSATION INSURANCE QUOTATION**

**Endorsements:**

**General Endorsements applicable to all quote options:**

0227 00 1291 (XWC) INMATE EXCLUSION  
0241 02 0196 (XWC) INCIDENTAL LONGSHOREMEN'S AND HARBOR WORKERS' COMPENSATION ACT  
COVERAGE ENDORSEMENT - STATE BENEFITS  
0256 00 0313 (XWC) DEFINITION OF LOSS FUND  
0276 02 0408 (XWC) BROAD FORM ALL STATES FOR EMPLOYEE TRAVEL  
0291 00 0708 (XWC) VOLUNTARY COMPENSATION ENDORSEMENT-PREMIUM DELINEATION  
0322 00 1291 (XWC) 90-DAYS NOTICE OF CANCELLATION  
0339 00 0111 (XWC) SAME COMMUNICABLE DISEASE - AGGREGATE ONLY and SPECIFIC and AGGREGATE  
EXCESS  
0428 01 0307 (XWC) FOREIGN VOLUNTARY WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY -  
INCLUDING ENDEMIC DISEASE  
1037 00 0908 (XWC) CONTRACTUAL WAIVER OF SUBROGATION ENDORSEMENT  
1103 00 0704 (XWC) INCIDENTAL MARITIME COVERAGE ENDORSEMENT  
SOUTH CAROLINA MANDATORY ENDORSEMENT(S), IF APPLICABLE  
1061 15 0519 (XWC) POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE

**Contingencies:**

**The quote is subject to the following:**

1. Commission shall be earned by the Broker of Record on an annual basis. For a single year policy, commission shall be earned by the Broker of Record as of the Effective Date. For the first year of a multi-year policy, commission shall be earned by the Broker of Record as of the Effective Date. For each subsequent year of a multi-year policy, commission shall be considered earned by the Broker of Record as of each annual anniversary of the Effective Date.
2. This Agreement will include coverage for Workers' Compensation loss caused by acts of terrorism as defined in the Agreement. Coverage for such losses will still be subject to all terms, definitions, exclusions, and conditions in the Agreement, & any applicable federal and/or state laws, rules, or regulations. Be advised that, under the Terrorism Risk Insurance Act of 2002 as amended, extended, and/or re-authorized (the Act), terrorism losses would be partially reimbursed by the U.S. Government under a formula established by the Act. Under this formula, the U.S. Government would generally reimburse 80% of covered terrorism losses exceeding a deductible paid by us. The Act contains \$100 billion cap that limits the reimbursement from the U.S. Government as well as from all insurers. If aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced. The portion of the EMPLOYER's annual premium attributable to coverage for losses caused by a certified act of terrorism is: 0.5%

**Comments:**

1. Endorsements mandated by the coverage state(s) will automatically be added to your policy regardless of whether they are shown in the above schedule. In addition, a change in an endorsement form number may occur as a result of state filing requirements/updates arising subsequent to this quote.

*Safety National Casualty Corporation*  
1832 Schuetz Road  
St. Louis, MO 63146

PHONE # (314) 995-5300

FAX # (314) 995-3843

TO:	Willis Towers Watson Southeast, Inc.	ATTN:	Ms. Chrys Rhodes
PHONE:	(704) 376-9161	FAX:	(704) 342-3143
FROM:	Vanessa Annunziata	DATE:	02/26/2020

**EXCESS WORKERS' COMPENSATION INSURANCE QUOTATION**

2. Included in our quote: MAP Client Services. These resources consist of both risk control and claim services, including resources like Safety Essentials Online, Workers' Comp Kit, and Safety Training Source. Medical Management Program. These services help facilitate complicated claims towards the best-possible outcome. Available services include Catastrophic Claims Consulting, Impartial Medical Review, Long-Term Claims Evaluation, and Chronic Pain & Opioid Dependency Programs.
3. **This quotation is for a two-year period.**  
**Premium will be billed annually; 50% deposit due April 1, 2020 and 50% due on April 1, 2021.**  
**A physical premium audit will be conducted at the end of the liability period.**  
**No underwriting information, e.g., EC, applications, loss and exposure data is required for the entire liability period.**  
**A complete underwriting renewal submission will be required at the end of the liability period.**



## Your Service Team

Safety National is committed to providing industry leading services to our policyholders. The Service Team is the keystone to that promise. This highly experienced team is identified now and established early in the policy term so there is a seamless transition and efficient delivery of service for your client's needs. The Service Team consists of a one point contact in underwriting, claims, risk control, policy services, audit, legal, and finance.

We welcome the opportunity for you to experience our commitment to your success by contacting any member of our team with your questions or requests.

Vanessa Annunziata Director - Underwriting	(314) 692-1378	vanessa.annunziata@safetynational.com
Kathleen Kircher Coordinator - Underwriting Stand Alone Operations	(314) 810-5583	kathleen.kircher@safetynational.com
Don Enke Risk Control	(314) 810-5427	don.enke@safetynational.com
Joanna Pallardy MAP Client Services	(314) 692-9507	joanna.pallardy@safetynational.com
Mike Harris VP Claims	(314) 692-9516	michael.harris@safetynational.com
Shelly Stuck Premium Audit	(314) 692-1370	shelly.stuck@safetynational.com

# CRISIS PROTECTION WORKERS' COMPENSATION



**S**afety National Crisis Protection® is a crisis management and extraction benefit provided exclusively for Safety National's excess, large deductible and select guaranteed cost workers' compensation customers. If your business undergoes a qualifying "Domestic Crisis Event" that directly involves your business and involves the death of two or more of your employees, Safety National® will either pay one of our approved vendors to assist with crisis management or reimburse you directly for the approved costs incurred with a vendor of your choice. If you experience a qualifying "International Extraction Crisis Event" that requires international employee extraction, we will reimburse you directly for the approved costs.

## How Does It Work?

If a qualifying "Domestic Crisis Event" or "International Extraction Crisis Event" occurs, Safety National Crisis Protection will help you minimize post-crisis risk to the organization, its stakeholders and employees directly involved in the event (including immediate family of the involved employee). The annual, aggregate limit for these complimentary benefits, or any combination of the two, is \$50,000. These benefits are accessible when you need them and are provided by Safety National free of charge.

## "Domestic Crisis Events" Include:

Multiple employee deaths (two or more) resulting from the following man-made events:

- Explosion
- Arson
- Bombing
- Workplace Violence
- Structural Fire
- Vehicular Accident

Multiple employee deaths (two or more) resulting from the following natural disasters:

- Tornado
- Explosion
- Wildfire
- Structural Fire
- Earthquake and Any Resulting Tsunami Hurricane
- Flood

## "International Extraction Crisis Events" Include:

Employee extraction necessitated by the following:

### MAN-MADE EVENTS:

- Explosion
- Arson
- Bombing
- Riot
- Government Collapse & Political Unrest

### NATURAL DISASTERS:

- Tornado
- Explosion
- Wildfire
- Earthquake and Any Resulting Tsunami
- Cyclone/Typhoon/Hurricane
- Flood

## LEARN MORE

For more information about Safety National Crisis Protection, please visit [safetynational.com/crisis\\_protection](http://safetynational.com/crisis_protection). If you have additional questions about this free benefit, please contact us at [crisisprotection@safetynational.com](mailto:crisisprotection@safetynational.com).

## Benefits:

- Provided at no cost to policyholders, with a \$50,000 annual, aggregate benefit limit for a qualifying "Domestic Crisis Event," a qualifying "International Extraction Crisis Event" or any combination of the two
- A 24-hour crisis hotline to preferred and approved "Domestic Crisis Event" vendors
- Benefit extends to immediate family of an employee that is directly involved in the "Domestic Crisis Event"
- The benefit can be used for qualified "Domestic Crisis Events" to help with:
  - » Crisis Management
  - » Crisis Response
  - » Public Relations
  - » Emergency Psychological Treatment
- Includes crisis communication and media management
- Short-term counseling and referral for directly involved employees and their immediate family



**TOKIO MARINE  
GROUP**

# SAFETY NATIONAL AT A GLANCE

A.M. Best Rating A+ (Superior)  
Financial Size Category XV

## Why Safety National?

- Leading specialty insurance carrier, offering a variety of risk solutions for large commercial and public entity clients.
- Long-time presence in the market, providing uninterrupted service to thousands of customers nationwide for over 75 years.
- Relationship-focused approach to customer service, listening closely to customer needs and designing flexible programs and placements to address them.
- Unique claims and medical management proficiency, managing complex claims efficiently and effectively.

## Financial Strength\*

- Policyholders' surplus: \$2.7 billion (16.9% increase over 09/18) and \$8.9 billion in assets
- A.M. Best Rating "A+" (Superior), Financial Size Category XV
- Standard & Poor's "A+"
- A member of the Tokio Marine Group, with approximately \$220 billion in total assets. The Group's main operating subsidiary, Tokio Marine & Nichido Fire (TMNF), maintains an A.M. Best rating of A++ (Superior), Financial Size Category XV.

\*as of 09/19

## PRODUCTS

### Workers' Compensation:

- Excess
- Large Deductible
- Large Guaranteed Cost
- Defense Base Act
- TEXcess

### Public Entity Liability:

- Law Enforcement Liability
- Public Officials Liability
- Educators Legal Liability

### Commercial Auto

### Commercial General Liability

### Cyber Risk

### Reinsurance

### Loss Portfolio Transfers

### Captives

### Self-Insurance Bonds

## SERVICES

- **Medical Management Resources:** Supplemental programs designed to help manage complicated claims towards best possible outcomes.
- **MAP Client Services:** A full suite of online resources designed to help build or enhance safety and compliance programs.
- **Risk Control Services:** A vetted network of highly-qualified consultants available to assist with on-site safety and risk control projects.



(866) 995-5300 • [info@safetynational.com](mailto:info@safetynational.com) • [safetynational.com](http://safetynational.com)  
A member of the Tokio Marine Group



Arch Insurance Group  
 Harborside 3  
 210 Hudson Street, Suite 300  
 Jersey City, NJ 07311  
 T: 201.743.4000  
 F: 201.743.4005  
 archinsurance.com

Willis of North Carolina, Inc.  
 214 North Tyron Street, Suite 2500  
 Charlotte, NC 28202

February 25, 2020

**Attention:** Chrys Littleton Rhodes  
 RE: City of Charleston

We would like to confirm our quotation for the above account as follows:

**TYPE OF INSURANCE:** Excess Workers Compensation and Employers Liability  
**STATE(S) OF COVERAGE:** South Carolina  
**EFFECTIVE DATE:** April 1, 2020  
**INSURANCE CARRIER:** Arch Insurance Company  
**POLICY PERIOD:** April 1, 2020 to April 1, 2022  
**YOUR RETAINED LIMIT:** Part One - Excess Workers Compensation Insurance and Part Two – Excess Employers Liability Insurance Combined:  
     Your Retained Limit - Each Accident: \$1,000,000  
     Your Retained Limit – Disease, Each Employee: \$1,000,000  
**OUR LIMIT OF LIABILITY:** A. Part One - Excess Workers Compensation Insurance  
     Our Limit of Liability - Each Accident: Statutory  
     Our Limit of Liability - Disease, Each Employee: Statutory  
     B. Part Two – Excess Employers Liability Insurance  
     Our Limit of Liability - Each Accident: \$1,000,000  
     Our Limit of Liability - Disease, Each Employee: \$1,000,000  
     Our Limit of Liability – Aggregate: \$1,000,000  
**POLICY PREMIUM:** \$614,452 Minimum and Deposit  
**TERRORISM PREMIUM:** \$18,434 \*  
**BASIS OF PREMIUM:** .3411 per \$100 of Payroll based on \$180,138,254  
**COMMISSION:** Nil

**REMARKS:** Our quote is valid for a period of 30 days from today or until the Effective Date shown above, whichever is earlier. Please advise promptly should you wish us to bind coverage.  
 \* This premium is included in, not in addition to, the POLICY PREMIUM.

Please see the attached Exhibit for listing of endorsements

Very truly yours,

Jason Golub

## **City of Charleston**

### **Endorsement Exhibit for April 1, 2020 to April 1, 2022 Quotation**

#### **Endorsements included on Quotation:**

Losses Redefined to Include Allocate Loss Adjustment Expenses Endorsement

Communicable Disease Retained Limit Endorsement

Longshore and Harbor Workers Compensation Act Coverage Endorsement (Specific Limits)  
\$1,000,000 Sublimit

Maritime Coverage Endorsement - \$1M Sublimit

Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement

South Carolina Amendatory Endorsement

**Excess Workers Compensation Quote/Notice of Election**

**Date:** February 26, 2020  
**Producer Contact:** Chrys Rhodes  
**Brokerage:** Willis  
**City, State:** Charlotte, NC  
**Prepared For:** City of Charleston, SC  
**Policy Period:** 4/1/2020 – 4/1/2021  
**State(s):** SC  
**Company:** ACE American Insurance Company (A. M. Best Rating: A++)

<b>LIMITS / RETENTION</b>
---------------------------

<b>Workers Compensation Limit:</b>	Statutory	
<b>Employers Liability Limits:</b>	\$1,000,000	Each Accident
	\$1,000,000	Each Employee for Disease
	\$1,000,000	Annual Aggregate
<b>SIR for WC and EL Combined:</b>	\$1,000,000	Each Accident / Each Employee for Disease

<b>EXPOSURE BASIS / PREMIUM / COMMISSION</b>
--

<b>Estimated Payroll:</b>	\$101,710,979
<b>Rate per \$100 of Payroll:</b>	0.3341
<b>Deposit Premium:</b>	\$339,779
<b>Minimum Premium:</b>	100%
<b>Commission:</b>	Net

*The premium quote set out herein may include commission payable by the insurer to the broker. Should any additional commission payable by the insurer to the broker be added at a later time to the amount of premium quoted herein, the broker agrees to disclose to the insured (1) the original amount of the quote, before the addition of such additional commission (including original quotes that were net of commission); and (2) the total amount of commission payable by the insurer to the broker.*

**POLICY FORM AND ENDORSEMENTS**

Title	Form Number	Edition
Specific Excess Workers' Compensation and Employers' Liability Policy	CKE-1167M	01/15
Loss and Expense Adjustment Endorsement – ALAE Included	CK-12887b	04/08
Notification of Premium Adjustment	WC 99 04 44	08/06
Voluntary Compensation Schedule	CKE-18768a	01/07
Reporting of Data on Claims Within Your Retention	WC 99 05 64	07/15
Cap on Losses from Certified Acts of Terrorism	WC 99 04 59B	01/15
Inmate Exclusion*	TBD	TBD
<i>Applicable state amendatory endorsements</i>		

\*Pending Legal team review

**DISCLOSURES AND NOTICES**

Title	Form Number	Edition
Chubb Producer Compensation Practices & Policies	WC 99 03 42	10/06
South Carolina Disclosure Notice of Terrorism Insurance Coverage	WC 99 04 89a	01/15
Trade and Economic Sanctions Endorsement	WC 99 07 73	11/06
US Treasury Department (OFAC) Notice	ILP 001 01 04	
Attachment: Policy Holder Disclosure Notice of Terrorism Insurance Coverage	TR 19606d	01/15

**CONDITIONS**

- Payment Plan:** The estimated premium is due in full at inception
- Quote Expiration:** This quote expires on March 27, 2020
- Audit:** The estimated premium is minimum and deposit with upward adjustment only
- Aircraft:** The insured must notify Chubb of any new, additional or replacement aircraft (owned or leased) within 30 days of acquisition.

**CLAIMS ADMINISTRATION**

**TPA:** PMA

**As a condition of binding coverage Chubb will require agreement with the following stipulations:**

Chubb Claims or, at our discretion, a designated vendor of Chubb, will audit the claims handling process within 60 days after binding coverage. Chubb is not obligated to share the results of our claims audit as part of a condition for binding coverage

Chubb will not be required to supply system generated loss information under our program.

The insured must supply loss data in a form that meets the Chubb Excess WC submission requirements as documented under our program

The insured must adhere to the notification requirements as documented under our program.

**US FACTA COMPLIANCE NOTIFICATION**

The U.S. Foreign Account Tax Compliance Act, commonly known as "FATCA", became the law in the U.S. in March of 2010 and becomes effective July 1, 2014. Pursuant to FATCA, brokers, producers, agents and/or clients may need to obtain withholding certificates, such as Forms W-8 or W-9, from insurance companies. For information on how to obtain the applicable withholding certificate from Chubb U.S. insurance companies, please go to <https://www2.chubb.com/us-en/u-s-foreign-account-tax-compliance-act-fatca.aspx>

Thank you for the opportunity to provide this quote. Please let us know if you have any questions or would like to see additional options.

Quote offered by:

**CHUBB**

**Dana Litovsky**

Underwriter, Chubb Global Casualty

436 Walnut St, Philadelphia, PA 19106, United States

O 215-640-5270 M 267-769-8553

E [dana.litovsky@chubb.com](mailto:dana.litovsky@chubb.com)

Chubb. Insured.

(6.)

**COMMITTEE / COUNCIL AGENDA**

**TO:** John J. Tecklenburg, Mayor  
**FROM:** Mindy Sturm DEPT. Executive/MOCYF  
**SUBJECT:** AMERICORPS VISTA GRANT AWARD ACCEPTANCE  
**REQUEST:** To accept the AmeriCorps VISTA Grant Award of 27 AmeriCorps VISTA members to be allocated to City Projects and to non-profits and organizations in the community.

**COMMITTEE OF COUNCIL:** W&M **DATE:** March 10, 2020

**COORDINATION:** This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Executive Director	<input type="checkbox"/>	<input type="checkbox"/>	<i>Mindy Sturm</i>	<input type="checkbox"/>
Grants Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Cherone Ann Pata</i>	<input type="checkbox"/>

**FUNDING:** Was funding previously approved? Yes  No  N/A

If yes, provide the following: Dept./Div.: \_\_\_\_\_ Account #: \_\_\_\_\_

Balance in Account \_\_\_\_\_ Amount needed for this item \_\_\_\_\_

**Does this document need to be recorded at the RMC's Office?** Yes  No

**NEED:** Identify any critical time constraint(s).

**CFO's Signature:** *Amy Wharm*

**FISCAL IMPACT:**  
*There is no fiscal impact for the City. Per the MA with Corporation for National and Community Service, the city will provide \$61,555 in Cost Share Payments that will be covered by Site Payments received from organizations receiving VISTA placements.*

**Mayor's Signature:** *John J. Tecklenburg*  
John J. Tecklenburg, Mayor

**ORIGINATING OFFICE PLEASE NOTE:** A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.



*City of Charleston*  
*South Carolina*  
*Mayor's Office for Children Youth and Families*

MEMORANDUM

To: Mayor Tecklenburg, City Council  
From: Mindy Sturm, Director, Mayor's Office for Children, Youth and Families *MS*  
Date: 3/2/2020  
Subject: AmeriCorps VISTA Grant Award Acceptance

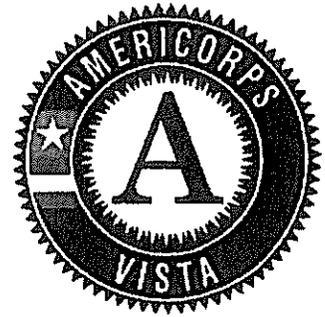
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The City of Charleston has been awarded 27 VISTA Member slots for the 2020-2021 Member Placement Year. The slots have been allocated to non-profits and organizations in the community and projects will help to alleviate poverty by building capacity and sustainability. The City will provide \$61,555 in Cost Share payments, which will be covered by Site Payments received from participating organizations.

The following sites were selected:

Be A Mentor	City of Charleston MOCYF
Big Brothers Big Sisters	Communities in Schools
Bridges for End of Life	Criminal Justice Coordinating Council
Camp Happy Days Project	Florence Crittenton
Carolina Youth Development Center	Green Heart
Charleston Center	Kids on Point
Charleston Dorchester Mental Health Center	Lowcountry Food Bank
Charleston Hope	Metanoia
Charleston Police Department	Palmetto Project
Charleston Promise Neighborhood	Palmetto Warrior Connection
Children's Museum of the Lowcountry	Reading Partners SC
City of Charleston- Office of Innovation	The Citadel- Krause Center for Leadership and Ethics
	The Navigation Center

CORPORATION FOR NATIONAL AND COMMUNITY SERVICE  
AmeriCorps VISTA  
MEMORANDUM OF AGREEMENT



Between

City of Charleston, MOCYF  
75 Calhoun Street, Suite 3700  
Charleston, SC 29401-2901  
EIN: 576000226

and

Corporation for National and Community Service  
South Carolina State Office  
Corp. for National and Community Service  
250 E Street SW  
Washington, DC 20525-3249

*Pursuant to Title I, Pub.L. 93-113, the Domestic Volunteer Service Act of 1973, as amended, 87 Stat. 394 hereinafter, the "Act"*

This Memorandum of Agreement, hereinafter referred to as "the Agreement", between the two above-captioned parties: 1) Corporation for National and Community Service, hereinafter referred to as "CNCS"; and 2) City of Charleston, MOCYF, hereinafter referred to as the "Sponsor", sets forth the parties' understanding concerning the establishment and operation of a local project under the AmeriCorps VISTA program, pursuant to Title I, Part A of the Domestic Volunteer Service Act, as amended, (42 U.S.C. §§ 4950 et seq.), hereinafter may be referred to as "the Act". The primary purpose of this agreement is for CNCS to provide the Sponsor with up to twenty-seven (27) AmeriCorps VISTA members and up to zero (0) Summer Associates to perform volunteer service to strengthen and supplement efforts to eliminate poverty and poverty-related human, social, and environmental problems as specified in the Project Application. The Project Application is incorporated in this Agreement by reference.

The project shall be cost-shared between CNCS and the Sponsor. Accordingly, the Agreement provides for the Sponsor's funding of up to \$61,555.00 to cost-share up to five (5) AmeriCorps VISTA member(s) and up to zero (0) Summer Associates and the assignment of up to twenty-two (22) AmeriCorps VISTA members(s) and up to zero (0) Summer Associates supported by CNCS. The Sponsor's cost-share of up to five (5) VISTAs and Summer Associates is subject to annual review and renewal. The final numbers of AmeriCorps VISTA members and/or Summer Associates placed may be less than the number listed above due to considerations, such as those related to the management, resources and budget of the VISTA program. Specific details regarding cost-share payment roles and responsibilities associated with this Agreement are set forth in the linked Provisions.

This Agreement shall become effective on the date of 03/01/2020 or the execution of this Agreement, whichever is later. The date of execution of this agreement is the date that the final signatory for either party signs and dates this Agreement. This Agreement is subject to performance of the terms as set forth in this Agreement and the linked Provisions. Activity on the project shall be deemed to have begun on 03/01/2020 and shall end thereafter on 02/27/2021, unless terminated sooner by either or both of the parties.

Click below to view:

General Provisions of the Cost Share MA

In witness whereof, the parties whose signatures appear below attest to having the authority to enter into this Agreement and agree that this Agreement will become effective on the aforementioned date. (The Sponsor and Corporation for National and Community Service staff must sign the Memorandum of Agreement even though single signatures only are required for grant agreements.)

**Sponsor**

**Corporation for National and Community Service**

Electronically  
Signed By: Sturm, Melinda Jean

Title: Director

Date: 28-FEB-20

City of Charleston, MOCYF  
Address: 75 Calhoun Street, Suite 3700  
Charleston, SC 29401-2901

Phone: (843) 965-4190

Sponsor Location Code Number: 61217

Sponsor DUNS Number: 077990786

Electronically  
Signed By: DiSilvestro, Frank A

Title: State Program Director

Date: 28-FEB-20

Corporation for National and Community Service  
Address: South Carolina State Office  
Corp. for National and Community Service  
250 E Street SW  
Washington, DC 20525-3249

Phone: 919-856-4737

Electronically  
Signed By: Weiss, Kira

Title: Management and Program Analyst

Date: 28-FEB-20

Corporation for National and Community Service  
Address: 250 E Street SW  
Suite 300  
Washington, DC 20525-0001

Phone: 202-606-6626

**COMMITTEE / COUNCIL AGENDA**

**TO:** John J. Tecklenburg, Mayor  
**FROM:** Mindy Sturm DEPT. Executive/MOCYF  
**SUBJECT:** WALMART FOUNDATION GRANT APPLICATION  
**REQUEST:** To approve submission of a grant request to the Walmart Foundation for \$2,500 to fund a series of workshops aimed at informing seniors and their families on issues and topics affecting seniors- including avoiding frauds and scams, brain health, and general health and wellness.

**COMMITTEE OF COUNCIL:** W&M **DATE:** March 10, 2020

**COORDINATION:** This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
Executive Director	<input type="checkbox"/>	<input type="checkbox"/>	<i>Mindy Sturm</i>	<input type="checkbox"/>
Grants Manager	<input type="checkbox"/>	<input type="checkbox"/>	<i>Cherise An Lab</i>	<input type="checkbox"/>

**FUNDING:** Was funding previously approved? Yes  No  N/A

If yes, provide the following: Dept./Div.: \_\_\_\_\_ Account #: \_\_\_\_\_

Balance in Account \_\_\_\_\_ Amount needed for this item \_\_\_\_\_

**Does this document need to be recorded at the RMC's Office?** Yes  No

**NEED:** Identify any critical time constraint(s).

**CFO's Signature:** *Amy Wharton*

**FISCAL IMPACT:**

*There is no fiscal impact to the City.*

**Mayor's Signature:** *John J. Tecklenburg*  
John J. Tecklenburg, Mayor

**ORIGINATING OFFICE PLEASE NOTE:** A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

JOHN J. TECKLENBURG  
Mayor



MINDY STURM  
Director

*City of Charleston*  
*South Carolina*  
*Mayor's Office for Children Youth and Families*

MEMORANDUM

To: Mayor Tecklenburg, City Council  
From: Mindy Sturm, Director, Mayor's Office for Children, Youth and Families  
Date: 3/2/2020  
Subject: Walmart Foundation Grant Submission (after the fact request)

---

**What the Grant Is & Why it is Necessary**

Walmart provides small "Local Community Grants" to schools, municipalities, and 501(c)(3) organizations as one of their many ways of giving back to communities they operate in. These grants can range from a minimum of \$250 up to \$5,000. The Mayor's Office on Aging will partner with other local nonprofit senior organizations on a series of programs for enriching and empowering the aging population of low income communities. These programs will be organized and led by representatives of MOA alongside guest speakers and experts we bring into the community. This grant was submitted February 7, 2020, and was submitted online, requesting \$2,500 from the Walmart Supercenter at 1231 Folly Rd, Charleston.

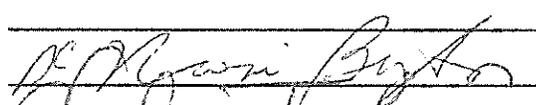
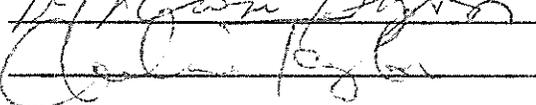
COMMITTEE / COUNCIL AGENDA

8.)

TO: John J. Tecklenburg, Mayor  
FROM: Chief Luther Reynolds DEPT. Police  
SUBJECT: POLICE DEPARTMENT – SCDPS 2020 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (COMPETITIVE SOLICITATION)  
REQUEST: To approve the submission of the 2020 SCDPS JAG Application to fund the acquisition of one handheld analyzer for narcotic and Pharmaceutical drug identification.

COMMITTEE OF COUNCIL: W&M DATE: March 10, 2020

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
<i>Deputy</i> Chief of Police	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Grants Coordinator	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

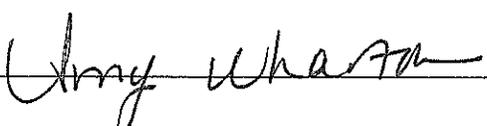
FUNDING: Was funding previously approved? Yes  No  N/A

If yes, provide the following. Dept./Div. \_\_\_\_\_ Account #: \_\_\_\_\_

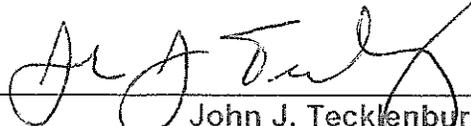
Balance in Account \_\_\_\_\_ Amount needed for this item \_\_\_\_\_

Does this document need to be recorded at the RMC's Office? (yes  no

NEED: Identify any critical time constraint(s).  
The application for this grant is due 03/13/2020.

CFO's Signature:   
FISCAL IMPACT:

This application requests \$29,500 and requires a 10% cash match

Mayor's Signature:   
John J. Tecklenburg, Mayor

**ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.**



# *City of Charleston*

South Carolina

**JOHN J. TECKLENBURG**

*Mayor*

**LUTHER T. REYNOLDS**

*Chief of Police*

## **POLICE DEPARTMENT**

### **MEMORANDUM**

**To:** Mayor Tecklenburg  
City Council

**From:** Luther Reynolds, Chief of Police

**Subject:** SC Department of Public Safety – Justice Assistance Grant FFY2021

**Date:** 10 March 2020

The purpose of this memorandum is to request permission for the Charleston Police Department's submission of the FFY 2021 SC Department of Public Safety (SCDPS) Justice Assistance Grant Application. The grant is due on March 13<sup>th</sup>

Law enforcement officers and crime scene analysts are increasingly coming into contact with potentially harmful narcotic substances in the field. The goal of the proposed project is to equip law enforcement with a field-ready handheld instrument designed for non-contact forensic analysis of narcotics, pharmaceutical drugs, cutting agents and precursors. If awarded, the grant would fund the purchase of one handheld analyzer for narcotic and pharmaceutical drug identification. The anticipated project cost is \$29,500. A City match of 10% is required for this grant.

This project would be managed by the Forensic Services Division at the Charleston Police Department under Judy Gordon. Please do not hesitate to email Chelsea Taylor, Grants Coordinator at <taylorch@charleston-sc.gov> should you have any questions or concerns.



**COMMITTEE / COUNCIL AGENDA**

9.)

TO: John J. Tecklenburg, Mayor

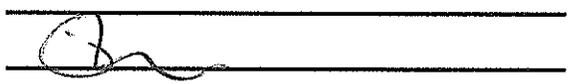
FROM: Luther T. Reynolds DEPT. Police Department

SUBJECT: AMENDMENT TO AGREEMENT BETWEEN CHARLESTON DORCHESTER MENTAL HEALTH CENTER AND CPD

REQUEST: Fourth amendment renewing agreement between CDMHC and CPD wherein CDMHC provides CPD with a full time mental health professional who provides services to children and families in domestic violence cases.

COMMITTEE OF COUNCIL: DATE:

**COORDINATION:** This request has been coordinated with: (attach all recommendations/reviews)

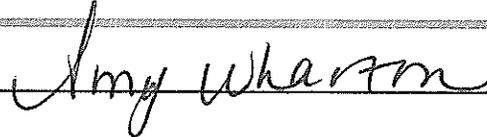
	Yes	N/A	Signature of Individual Contacted	Attachment
Chief of Police	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Corporation Counsel	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

**FUNDING:** Was funding previously approved? Yes  No  N/A

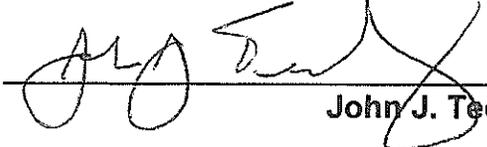
If yes, provide the following: Dept./Div: 207000 Account #: 52206

Balance in Account \$20,000 Amount needed for this item \$20,000

**NEED:** Identify any critical time constraint(s).

CFO's Signature: 

**FISCAL IMPACT:**

Mayor's Signature: 

John J. Tecklenburg, Mayor

**ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.**



*State of South Carolina*  
*Department of Mental Health*

**MENTAL HEALTH COMMISSION:**

Alison Y. Evans, PsyD, Chair  
Sharon L. Wilson, Vice Chair  
Louise Haynes  
Bob Hiott, MEd

**INTERIM STATE DIRECTOR**

Mark Binkley

**Charleston Dorchester**

**Mental Health Center**

2100 Charlie Hall Boulevard

Charleston, SC 29414

Information: (843) 852-4100

Jennifer Roberts, LPC, CPM Executive Director

February 6, 2020

Chief Luther Reynolds  
City of Charleston Police Department  
180 Lockwood Drive  
Charleston, S.C. 29403

RECEIVED  
FEB 11 2020  
CHIEF'S OFFICE

Dear Chief Reynolds:

Enclosed are four copies of the proposed amendment to extend our contract for a mental health counselor for victims of domestic violence to be embedded in the City of Charleston Police Department. If you concur with the terms, please have all copies executed, and return one original to me as soon as possible. You may keep the others original for the City's records.

If you have any questions, please feel free to contact me at (843) 212-8981 or via email at [diane.welsch@scdmh.org](mailto:diane.welsch@scdmh.org).

Thank you for your assistance.

Sincerely,

Diane Welsch, M.B.A.  
Contracts/Finance

**MISSION STATEMENT**

To support the recovery of people with mental illnesses.



**CONTRACT AMENDMENT No. FOUR**

**BETWEEN**

**CHARLESTON DORCHESTER MENTAL HEALTH CENTER**

**AND**

**CITY OF CHARLESTON POLICE DEPARTMENT**

WHEREAS, by contract, , made this 20th day of December, 2019, by and between the South Carolina Department of Mental Health, Charleston Dorchester Mental Health Center, hereinafter referred to as "CDMHC", and the City of Charleston Police Department, hereinafter referred to as "City."

WHEREAS, "CDMHC" and "City" entered into a contract dated the 27th day of January, 2016. A copy of which is attached; and

WHEREAS, the "CDMHC" and "City" desire to make certain amendments to their said contract.

The parties to this contract agree as follows:

EFFECTIVE: 1st day of January, 2019.

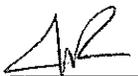
**I. RESPONSIBILITIES OF CDMHC:**

Section I-J of the contract shall be replaced, in its entirety, to the following:

"J. Optional Payment Provisions (Designate one option by initialing):

\_\_\_\_\_ CDMHC agrees to invoice the City a flat rate of \$20,000 annually in one lump-sum payment for services provided under this agreement, payable within 90 days, upon receipt of a valid invoice.

\_\_\_\_\_ CDMHC agrees to invoice the City \$20,000 annually in two equal payments of \$10,000 each for services provided under this agreement, payable within 90 days, upon receipt of a valid invoice.

 CDMHC agrees to invoice the City \$20,000 annually in four equal payment sof \$5,000 each for services provided under this agreement, payable within 90 days, upon receipt of a valid invoice.

All invoices submitted will be sufficiently detailed and adjusted so as not to charge for any start-up and operational delays, staffing vacancies, etc., should they occur."

**II. RESPONSIBILITIES OF THE CITY:**

Section II-C shall be replaced, in its entirety, to the following:

"C. Upon receipt of a valid invoice, the City agrees to pay CDMHC a flat rate of \$20,000 for services under this agreement, payable within 90 days, upon receipt of a valid invoice. Payment shall be mailedto: Charleston Dorchester Mental Health Center, c/o Accounts Receivable, 2100 Charlie Hall Blvd, Charleston, S.C., 29414."

**IV. TERM:**

- A. The term of this agreement shall be extended through December 31, 2020, and may be renewed for an additional one-year period upon mutual written agreement by the parties.

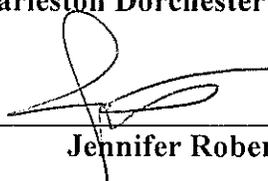
NOW THEREFORE, the referenced contact is amended as specified above provided all other terms and conditions of the contract remain the same.

IN WITNESS WHEREOF, the parties hereto subscribe their names as of the date first above written.

**CITY OF CHARLESTON**

**SOUTH CAROLINA DEPARTMENT  
OF MENTAL HEALTH  
Charleston Dorchester Mental Health Center**

BY: \_\_\_\_\_  
John J. Tecklenburg, Mayor

BY:  \_\_\_\_\_  
Jennifer Roberts, LPC, CPM

DATE: \_\_\_\_\_

DATE: 2/3/20

**CONTRACT**  
between  
**CHARLESTON DORCHESTER MENTAL HEALTH CENTER**  
and  
**CITY OF CHARLESTON POLICE DEPARTMENT**

THIS AGREEMENT is made and entered into this 27th day of January, 2016, by and between the Charleston Dorchester Mental Health Center, hereinafter called "CDMHC," and City of Charleston Police Department, hereinafter called "City."

THAT WHEREAS, the City wishes to obtain assistance from a mental health professional for victims of domestic violence;

AND WHEREAS, the CDMHC is willing to provide such a counselor to deliver services to those individuals in need of care;

NOW THEREFORE, in order to further the welfare of individuals through a collaborative effort, these organizations agree to the following:

**I. RESPONSIBILITIES OF CDMHC:**

- A. Assign one full-time, master's level mental health professional to provide specialized mental health treatment services to children and families who have witnessed or been effected by domestic violence that are referred by the City. This position will provide services up to 40 hours per week, less state holidays, annual and sick leave, and mandatory training and meetings.
- B. Exercise independent professional judgment in the provision of such services as employees of CDMHC.
- C. Assist in the development of City policies pertaining to these services as requested by the City.
- D. Monitor and evaluate the quality and appropriateness of such services.
- E. Provide supplemental in-service education and training for the City on an as-requested basis.
- F. Follow generally accepted professional standards, protocols, and guidelines governing the provision of any services and maintain credentials as required for services provided under this agreement.
- G. Comply with all applicable quality assurance, documentation, record management, continuity of care, confidentiality, patient standards, and guidelines, as well as federal, state, and local laws, rules, regulations and protocols.

- H. Attend City administrative meetings as needed and where appropriate when requested by the City.
- I. To the extent provided by law, CDMHC shall be responsible for the negligent conduct of its employees. CDMHC agrees to provide, for its employees, Workers Compensation insurance, as well as General, Vehicle, and Professional liability (malpractice) insurance through the South Carolina Insurance Reserve Fund for employees acting in an official capacity. Nothing in this agreement is to be interpreted as a requirement that CDMHC or the South Carolina Department of Mental Health (SCDMH) insure, indemnify or hold harmless anyone else against any claims or disputes arising from this agreement, nor as a waiver of any defenses, claims or immunities available to CDMHC or SCDMH. Exhibit A is attached and made part of this agreement.

- J. Optional payment provisions (Designate one option by initialing):

\_\_\_\_\_ Agrees to Invoice the City a flat rate of \$10,000 annually in a lump-sum payment for services under this agreement, payable within 90 days upon receipt of a valid invoice.

 Agrees to invoice the City \$10,000 annually in two equal payments of \$5,000 each for services under this agreement, payable within 90 days upon receipt of a valid invoice.

All invoices submitted will be sufficiently detailed and adjusted so as not to charge for any start-up and operational delays, staffing vacancies, etc., should they occur.

- K. If the payments made to the Center under this agreement are not full compensation for all Center services provided, Center may bill and accept payment for such uncompensated services from any other available payor or source of payment, and any such payment will not reduce any payment due under this agreement.

**II. RESPONSIBILITIES OF THE CITY:**

- A. Provide office space and a vehicle for one CDMHC staff member, located at 180 Lockwood Blvd, Charleston, South Carolina, 29403.
- B. To the extent possible, ensure the safety and well-being of the mental health counselor when responding to domestic violence or other policing situations.
- C. Upon receipt of a valid invoice, the City agrees to pay CDMHC a flat rate of \$10,000 for services under this agreement, payable within 90 days upon receipt of a valid invoice. Payment should be mailed to: Charleston Dorchester Mental Health Center, c/o Accounts Receivable, 2100 Charlie Hall Blvd, Charleston, S.C., 29414.

**III. MUTUAL RESPONSIBILITIES:**

- A. To collaborate to provide community based identification, triage, comprehensive treatment planning, and follow-up of individuals requiring the services of both agencies.
- B. Make available to the other, appropriate client/patient treatment, payment, and healthcare operations information, written, verbal and electronic, to include, but not restricted to, clinical and medication records, service plans, correspondence, admission and discharge data, and financial information. Any exchange of such information shall comply with applicable federal, state, and local laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as well as the policies and procedures of each organization.
- C. Agree not to re-disclose information provided to the other without written consent and approval unless otherwise authorized by applicable state, federal, and local laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- D. Ensure the confidentiality of client/patient information, including the safeguarding of written and electronic materials and to comply with applicable federal, state, and local laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as well as the policies and procedures of each organization
- E. To appoint an administrative liaison, and if mutually agreeable, schedule at least one (1) joint conference a year to identify problem areas and discuss changes or revisions desired in the agreement.
- F. To comply with all applicable laws regarding discrimination, including race, color, ancestry, religion, sex, age, handicap, or veteran status.

**IV. TERM:**

- A.. The initial contract term shall commence on the 1st day of January, 2016 and end on December 31, 2016, and may be renewed for an additional four years upon mutual written agreement by the parties.
- B. This agreement may be terminated by either party with sixty (60) days written notice prior to the effective date of such termination.

**V. ACCEPTANCE OF THE AGREEMENT:**

This agreement shall not be considered accepted, approved or otherwise effective until the statutorily or administratively required approvals and certifications, if any, have been given.

**VI. EXTENT OF AGREEMENT:**

This agreement represents the entire understanding of the parties and it supersedes any and all prior representations or agreements whether written or oral. Neither party has relied on any prior

representations in entering into this agreement.

**VII. MODIFICATIONS:**

The parties agree to the full and complete performance of the mutual covenants contained herein and that this agreement constitutes the sole, full and complete agreement by and between the parties; and no amendments, changes, additions, deletions, or modifications to or of this agreement shall be valid unless reduced to writing, signed by the parties and attached hereto.

**IX. ASSIGNMENT:**

The CDMHC will not subcontract or assign any portion of the services to be provided without prior consent of the City.

**X. CHOICE OF LAW:**

This agreement shall be construed, governed and enforced in accordance with the laws of the State of South Carolina. By executing this agreement, the parties agree to venue in a court of appropriate jurisdiction in the State of South Carolina for purposes of any action arising under this agreement.

**XI. INCORPORATION:**

This contract incorporates the attached South Carolina Department of Mental Health "COVENANTS AND CONDITIONS," "BUSINESS ASSOCIATE/QUALIFIED SERVICE ORGANIZATION AGREEMENT," "IRAN DIVESTMENT ACT OF 2014," and "OPEN TRADE REPRESENTATION," labeled as Exhibits B, C, D, and E, respectively.

**XII. IRAN DIVESTMENT ACT-CERTIFICATION (JAN 2015):**

(a) The Iran Divestment Act List is a list published by the board pursuant to Section 11-57-310 that identifies person engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtm>(.) Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you. (b) By signing your Offer, you certify that, as of the date you signed, you are not on the then current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of a final statement of award, you are added to the Iran Divestment Act List. [02-2A077-1]

**XIII. 2015 OPEN TRADE (JUNE 2015):**

(a) By submitting an Offer, Contractor represents that Contractor is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [02-2a083-1]

(b) During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [07-7A053-1]

IN TESTIMONY WHEREOF, the hands and seal of the parties are affixed hereto:

Deborah S. Blalock 3/2/16  
Deborah S. Blalock, M.Ed., LPCS Date  
Executive Director  
Charleston Dorchester Mental Health  
Center

[Signature] 4/12/16  
City of Charleston Date

[Signature] 3/2/16  
Witness Date

[Signature] 4/12/16  
Witness Date

**EXHIBIT A**  
**South Carolina Department of Mental Health**  
**Insurance and Risk Allocation**

Charleston Dorchester Mental Health Center, a Center/Facility of the South Carolina Department of Mental Health (SCDMH) will maintain workers' compensation as well as general and professional liability insurance for acts or omissions of its employees acting in an official capacity sufficient to cover liability claims under the South Carolina Tort Claims Act, Sec. 15-78-10 et seq. of the Code of Laws of South Carolina, as amended.

Liability insurance will be "occurrence coverage" not requiring "tail coverage" and will be secured through the Insurance Reserve Fund, State of South Carolina Office of Insurance Services as follows:

General Tort Liability: \$300,000 per claimant and \$600,000 per occurrence with an unlimited aggregate.

Medical Professional Liability: \$1,200,000 per occurrence with an unlimited aggregate for claims involving physicians with the same coverage amounts as general tort liability for claims not involving a physician.

Nothing in this statement, which is made part of the contract with the Center/Facility, will be interpreted as a requirement that the Center/Facility or SCDMH indemnify, insure or hold harmless anyone else against any claims or disputes that may arise in the performance of this agreement or as a waiver of any defenses, claims or immunities that may be available to the Center/Facility, SCDMH or the State of South Carolina.

Resolution of any claim, suit or other dispute arising from this agreement will be in accord with and governed by South Carolina law. Any suit or other action involving enforcement, breach or resolution of any dispute arising from this agreement will be instituted and maintained in Richland County, South Carolina. With the exception of attorney's fees awarded in accord with Sec. 15-77-300 of the Code of Laws of South Carolina, as amended, neither Center/Facility or SCDMH shall be obligated to pay any attorney's fees or the cost of any legal action.

EXHIBIT B  
SOUTH CAROLINA DEPARTMENT OF MENTAL HEALTH (DMH) COVENANTS AND CONDITIONS (1 page)

This is made a part of the attached Contract with DMH and/or DMH component. If any Contract term or obligation is in conflict with this document, this document will control. The parties to the Contract will comply with all applicable law. If the Contract involves federal or other grant funds (including any applicable grant subcontractor or sub grantee obligations), the parties will comply with the applicable grant terms and obligations. As may be applicable to the attached Contract, the party contracting with DMH also agrees:

1. To comply with all applicable law including: Titles VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000d & 2000e); 45 CFR Part 80; § 504 of the Rehabilitation Act of 1973; 45 CFR Part 84; Age Discrimination Act of 1975; 42 U.S.C. 6101 et seq.; Omnibus Budget Reconciliation Act of 1981; Americans with Disabilities Act; 42 CFR Parts 35 & 36; Federal Drug Free Workplace Act of 1988 & §44-107-10 et seq. S.C. Code; 45 CFR Part 160 et seq. (HIPAA); 42 CFR Part 2 (Alcohol and Drug Confidentiality); and §44-22-100, SC Code (DMH Patient/Client/Person Subject to Commitment Confidentiality).
2. Unless specific Contract/applicable grant terms require otherwise, DMH has ownership, title, copyright or other right to property purchased or developed with Contract funds. The party contracting with DMH will not publish or use reports, data or other material or information related to Contract services for its own purpose or financial benefit without prior DMH written permission.
3. Execution and performance of any Contract provision, or continued payment, will not affect DMH's right to enforce the Contract. No DMH waiver of any Contract breach will be considered as waiver of any succeeding breach, or applicable provision.
4. The Contract is governed by applicable Federal and South Carolina law and any legal action, suit, proceeding or other dispute resolution activity arising from the Contract will be instituted and maintained in the applicable court in South Carolina.
5. No sub-contract or assignment of the Contract, Contract obligations or Contract rights is valid without written DMH consent. Regardless, the party contracting with DMH will be solely responsible for its Contract performance and obligations.
6. DMH and other public agency having audit authority over the Contract or Contract services may audit books, records and other documents of the party contracting with DMH as they pertain to the Contract, independent of and pursuant to, §11-35-2220, S.C. Code. Such documents will be maintained for a period of at least three (3) years from the date of final payment under the Contract.
7. To conform to DMH and other applicable credentialing, privileging and Corporate Compliance requirements, including those issued by the OIG USDHHS. The party contracting with DMH will not employ persons listed on the OIG's Cumulative Sanctions Report or Excluded Parties List System (<http://exclusions.oig.hhs.gov> <https://www.epls.gov/>) and will adopt DMH policies regarding §6032 of the Deficit Reduction Act of 2005 as stated in DMH S&P No.1. ([http://www.state.sc.us/dmh/policies/corp\\_comply/6032.pdf](http://www.state.sc.us/dmh/policies/corp_comply/6032.pdf)).
8. If the party contracting with DMH seeks and obtains third party payment including from federal sources such as Medicare or Medicaid, the party contracting with DMH will offset any amounts due from DMH with the receipts or submit the funds to DMH and be solely responsible for the legitimacy of the request for and payment of funds and any recoupments sought by the third party payor. If payments to DMH from the party contracting with DMH are not full compensation for all DMH Contract services, DMH may bill and accept payment for such uncompensated services from any other available payor or source of payment, and any such payment will not reduce any payment due to DMH by the party contracting with DMH.
9. If Contract services involve the review or use of DMH plans, reports, financial information, attorney work product, personal, patient and/or other proprietary or confidential information, the party contracting with DMH will use or disclose such information only as necessary to perform Contract services or otherwise with applicable DMH written permission, or as required or permitted by law.
10. No Contract funds, materials, property, or services will be used for any partisan, political activity, or to further the election or defeat of any candidate for public office or any activity in violation of the "Hatch Act" or other applicable law. No attorney may be engaged through the use of Contract funds. Subject to §15-77-300, SC Code, DMH will not be obligated to pay attorney's fees or the cost of legal action arising from this Contract.
11. No employee of either party to this Contract will be deemed as an employee of the other party. Nothing in the Contract will be interpreted as creating any employment, agency, partnership, joint venture, or any other similar relationship between the parties. Neither party will make any representation or statement to any person or entity inconsistent with the Contract.
12. The following Contract terms or obligations are of no effect if they require (and the Contract will not be interpreted as requiring) that DMH: submit to the jurisdiction of another state's laws and/or courts; indemnify the party contracting with DMH or any other party; or waive any interest, right, immunity or defense that DMH may have in law or in equity.

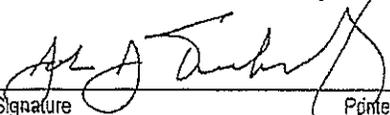
**EXHIBIT C**  
**BUSINESS ASSOCIATE/QUALIFIED SERVICE ORGANIZATION AGREEMENT (BAQSOA)**

The South Carolina Department of Mental Health, including its inpatient/outpatient facilities and programs ("SCDMH"), is a "Covered Entity" subject to the Health Insurance Portability and Accountability Act (HIPAA) 45 C.F.R. Part 142 et seq, including Privacy Rule, Security Rule and Breach Notification Rule requirements, 45 CFR 164 et seq (HITECH); §44-22-100, Code of Laws of South Carolina (SCDMH patient/client/person subject to commitment confidentiality); and also for specific SCDMH Alcohol and Drug Treatment Programs: Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2.

City of Charleston Police Department, at the address of 180 Lockwood Blvd, Charleston, S.C., 29403, is a SCDMH Business Associate/Qualified Service Organization ("BAQSO"), who by contract or other agreement with SCDMH, receives information from, or creates or receives information on behalf of SCDMH, identifying SCDMH patients or clients Protected Health Information (PHI), and agrees to be bound by the applicable provisions of the above confidentiality laws pertaining to a BAQSO.

BAQSO acknowledges and agrees to:

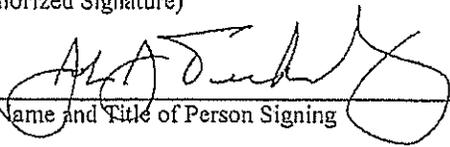
1. In receiving, transmitting, disclosing, transporting, storing, processing, using or otherwise dealing with PHI, be bound by provisions of HIPAA and HITECH; §44-22-100; (and if applicable, 42 C.F.R. Part 2) and not use or disclose PHI except as permitted or required by this Agreement, applicable law, SCDMH Privacy Practices, and any contract/other agreement with SCDMH.
2. Use appropriate safeguards to prevent the unauthorized use or disclosure of the PHI.
3. Without unreasonable delay following discovery of a Breach, pursuant to the HITECH Breach Notification Rule, report any Breach to the applicable local SCDMH Privacy Officer.
4. Ensure that its agents, including subcontractors, to whom the PHI is provided, or created or received on behalf of SCDMH, protect the PHI, including Breach notification, in the same manner and method as BAQSO is required to do by this Agreement.
5. Provide access to the PHI as requested by SCDMH, including to an individual as directed by SCDMH, to meet the requirements of 45 C.F.R., 164.524 providing patient/client right to access and copy their PHI.
6. Amend PHI as directed or agreed to by SCDMH pursuant to 45 C.F.R. §164.526.
7. Make available its practices, policies, procedures and records, related to PHI use and disclosure, to SCDMH, or the Department of Health and Human Services for purposes of determining SCDMH compliance with HIPAA.
8. Document disclosures of PHI and information related to such disclosures, as required for SCDMH to respond to a request by an individual for an accounting of disclosures in accordance with 45 C.F.R. § 164.528.
9. Provide to SCDMH or an individual as directed by SCDMH, information to permit SCDMH to respond to a request by an individual for an accounting of disclosures in accordance with 45 C.F.R. §164.528.
10. *[Applies to SCDMH Alcohol & Drug treatment program PHI]* Resist efforts in judicial proceedings to obtain PHI as expressly provided for in Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2.
11. SCDMH may terminate this Agreement if it determines that BAQSO has violated any material term.
12. Upon termination of this Agreement for any reason, the BAQSO will return or destroy the PHI received or created under this Agreement. This provision applies to PHI in the possession of subcontractors or agents of the BAQSO. If BAQSO determines that returning or destroying the PHI is infeasible, the BAQSO will notify SCDMH of the conditions that make return or destruction infeasible and extend the protections of this Agreement to such PHI, and limit further uses and disclosures of the information to those purposes that make the return or destruction infeasible, for as long as the BAQSO maintains the information.

  
BAQSO Signature \_\_\_\_\_ Printed Name John J. Tecklenburg Mayor \_\_\_\_\_ Title \_\_\_\_\_ Date 4/12/16  
SCDMH BAQSOA Sept 2013

**EXHIBIT D**  
**IRAN DIVESTMENT ACT OF 2014**  
**(S.C. Code ANN §§ 11-57-10, et seq.)**

The Iran Divestment Act List is a list published by the South Carolina Budget and Control Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: [http://procurement.sc.gov//PS/PS-iran-divestment.phhtm\(.\)](http://procurement.sc.gov//PS/PS-iran-divestment.phhtm(.)) Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to award a contract to you.

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor identified below, and, as of the date of my signature, the vendor identified below is not on the current Iran Divestment Act List. I further certify that I will notify the Procurement Officer Immediately if, at any time before award of a contract, the vendor identified below is added to the Iran Divestment Act List.

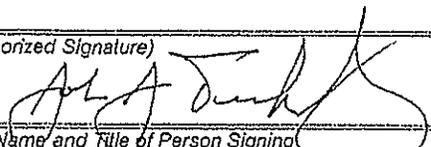
Vendor Name (Printed)	Taxpayer Identification No.
By (Authorized Signature) 	State Vendor No.
Printed Name and Title of Person Signing John J. Tecklenburg Mayor	Date Executed 4/12/16

**EXHIBIT E**  
**OPEN TRADE REPRESENTATION**

(S.C. Code Ann. §§ 11-35-5300)

The following representation, which is required by Section 11-35-5300(A), is a material inducement for the State to award a contract to you.

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor identified below, and, as of the date of my signature, the vendor identified below is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.

Vendor Name (Printed)	State Vendor No.
By (Authorized Signature) 	Date Executed 4/12/14
Printed Name and Title of Person Signing John J. Tecklenburg	(Not used)

**CONTRACT AMENDMENT No. ONE**

**BETWEEN**

**CHARLESTON DORCHESTER MENTAL HEALTH CENTER**

**AND**

**CITY OF CHARLESTON POLICE DEPARTMENT**

WHEREAS, by contract,                     , made this <sup>16<sup>th</sup></sup>~~28<sup>th</sup>~~ day of <sup>February 2017</sup>~~November, 2016~~, by and between the South Carolina Department of Mental Health, Charleston Dorchester Mental Health Center, hereinafter referred to as "CDMHC", and the City of Charleston Police Department, hereinafter referred to as "City."

WHEREAS, "CDMHC" and "City" entered into a contract dated the 27th day of January, 2016. A copy of which is attached; and

WHEREAS, the "CDMHC" and "City" desire to make certain amendments to their said contract.

The parties to this contract agree as follows:

EFFECTIVE: 1st day of January, 2017.

**I. RESPONSIBILITIES OF CDMHC:**

Section I-J of the contract shall be replaced, in its entirety, to the following:

"J. Optional Payment Provisions (Designate one option by initialing):

                     CDMHC agrees to invoice the City a flat rate of \$20,000 annually in one lump-sum payment for services provided under this agreement, payable within 90 days, upon receipt of a valid invoice.

                     CDMHC agrees to invoice the City \$20,000 annually in two equal payments of \$10,000 each for services provided under this agreement, payable within 90 days, upon receipt of a valid invoice.

                     CDMHC agrees to invoice the City \$20,000 annually in four equal payment sof \$5,000 each for services provided under this agreement, payable within 90 days, upon receipt of a valid invoice.

All invoices submitted will be sufficiently detailed and adjusted so as not to charge for any start-up and operational delays, staffing vacancies, etc., should they occur."

**II. RESPONSIBILITIES OF THE CITY:**

Section II-C shall be replaced, in its entirety, to the following:

"C. Upon receipt of a valid invoice, the City agrees to pay CDMHC a flat rate of \$20,000 for services under this agreement, payable within 90 days, upon receipt of a valid invoice. Payment shall be mailed to: Charleston Dorchester Mental Health Center, c/o Accounts Receivable, 2100 Charlie Hall Blvd, Charleston, S.C., 29414."

**IV. TERM:**

- A. The term of this agreement shall be extended through December 31, 2017, and may be renewed for an additional three years upon mutual written agreement by the parties.

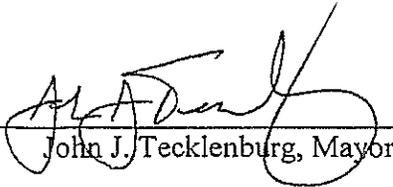
NOW THEREFORE, the referenced contract is amended as specified above provided all other terms and conditions of the contract remain the same.

IN WITNESS WHEREOF, the parties hereto subscribe their names as of the date first above written.

**CITY OF CHARLESTON**

**SOUTH CAROLINA DEPARTMENT  
OF MENTAL HEALTH  
Charleston Dorchester Mental Health Center**

BY: \_\_\_\_\_

  
John J. Tecklenburg, Mayor

BY: \_\_\_\_\_

  
Deborah S. Blalock, M.Ed., L.P.C.S.

DATE: \_\_\_\_\_

2/16/17

DATE: \_\_\_\_\_

01/13/17

**CONTRACT AMENDMENT No. TWO**  
**BETWEEN**  
**CHARLESTON DORCHESTER MENTAL HEALTH CENTER**  
**AND**  
**CITY OF CHARLESTON POLICE DEPARTMENT**

WHEREAS, by contract, , made this 3rd day of October, 2017, by and between the South Carolina Department of Mental Health, Charleston Dorchester Mental Health Center, hereinafter referred to as "CDMHC", and the City of Charleston Police Department, hereinafter referred to as "City."

WHEREAS, "CDMHC" and "City" entered into a contract dated the 27th day of January, 2016. A copy of which is attached; and

WHEREAS, the "CDMHC" and "City" desire to make certain amendments to their said contract.

The parties to this contract agree as follows:

EFFECTIVE: 1st day of January, 2018.

**I. RESPONSIBILITIES OF CDMHC:**

Section I-J of the contract shall be replaced, in its entirety, to the following:

"J. Optional Payment Provisions (Designate one option by initialing):

\_\_\_\_\_ CDMHC agrees to invoice the City a flat rate of \$20,000 annually in one lump-sum payment for services provided under this agreement, payable within 90 days, upon receipt of a valid invoice.

\_\_\_\_\_ CDMHC agrees to invoice the City \$20,000 annually in two equal payments of \$10,000 each for services provided under this agreement, payable within 90 days, upon receipt of a valid invoice.

DSB CDMHC agrees to invoice the City \$20,000 annually in four equal payment sof \$5,000 each for services provided under this agreement, payable within 90 days, upon receipt of a valid invoice.

All invoices submitted will be sufficiently detailed and adjusted so as not to charge for any start-up and operational delays, staffing vacancies, etc., should they occur."

**II. RESPONSIBILITIES OF THE CITY:**

Section II-C shall be replaced, in its entirety, to the following:

"C. Upon receipt of a valid invoice, the City agrees to pay CDMHC a flat rate of \$20,000 for services under this agreement, payable within 90 days, upon receipt of a valid invoice. Payment shall be mailedto: Charleston Dorchester Mental Health Center, c/o Accounts Receivable, 2100 Charlie Hall Blvd, Charleston, S.C., 29414."

**IV. TERM:**

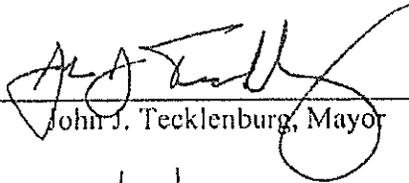
A. The term of this agreement shall be extended through December 31, 2018, and may be renewed for an additional two years upon mutual written agreement by the parties.

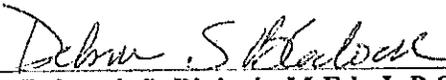
NOW THEREFORE, the referenced contract is amended as specified above provided all other terms and conditions of the contract remain the same.

IN WITNESS WHEREOF, the parties hereto subscribe their names as of the date first above written.

**CITY OF CHARLESTON**

**SOUTH CAROLINA DEPARTMENT  
OF MENTAL HEALTH  
Charleston Dorchester Mental Health Center**

BY:   
John J. Tecklenburg, Mayor

BY:   
Deborah S. Blalock, M.Ed., L.P.C.S.

DATE: 11/15/17

DATE: 10/17/17

**CONTRACT AMENDMENT No. THREE**

**BETWEEN**

**CHARLESTON DORCHESTER MENTAL HEALTH CENTER**

**AND**

**CITY OF CHARLESTON POLICE DEPARTMENT**

WHEREAS, by contract, , made this 3rd day of December, 2018, by and between the South Carolina Department of Mental Health, Charleston Dorchester Mental Health Center, hereinafter referred to as "CDMHC", and the City of Charleston Police Department, hereinafter referred to as "City."

WHEREAS, "CDMHC" and "City" entered into a contract dated the 27th day of January, 2016. A copy of which is attached; and

WHEREAS, the "CDMHC" and "City" desire to make certain amendments to their said contract.

The parties to this contract agree as follows:

EFFECTIVE: 1st day of January, 2018.

**I. RESPONSIBILITIES OF CDMHC:**

Section I-J of the contract shall be replaced, in its entirety, to the following:

"J. Optional Payment Provisions (Designate one option by initialing):

\_\_\_\_\_ CDMHC agrees to invoice the City a flat rate of \$20,000 annually in one lump-sum payment for services provided under this agreement, payable within 90 days, upon receipt of a valid invoice.

\_\_\_\_\_ CDMHC agrees to invoice the City \$20,000 annually in two equal payments of \$10,000 each for services provided under this agreement, payable within 90 days, upon receipt of a valid invoice.

AW CDMHC agrees to invoice the City \$20,000 annually in four equal payment sof \$5,000 each for services provided under this agreement, payable within 90 days, upon receipt of a valid invoice.

All invoices submitted will be sufficiently detailed and adjusted so as not to charge for any start-up and operational delays, staffing vacancies, etc., should they occur."

**II. RESPONSIBILITIES OF THE CITY:**

Section II-C shall be replaced, in its entirety, to the following:

"C. Upon receipt of a valid invoice, the City agrees to pay CDMHC a flat rate of \$20,000 for services under this agreement, payable within 90 days, upon receipt of a valid invoice. Payment shall be mailed to: Charleston Dorchester Mental Health Center, c/o Accounts Receivable, 2100 Charlie Hall Blvd, Charleston, S.C., 29414."

**IV. TERM:**

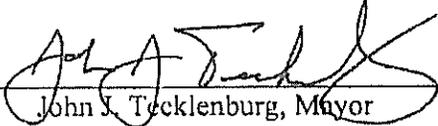
A. The term of this agreement shall be extended through December 31, 2019, and may be renewed for an additional one-year period upon mutual written agreement by the parties.

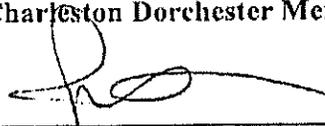
NOW THEREFORE, the referenced contract is amended as specified above provided all other terms and conditions of the contract remain the same.

IN WITNESS WHEREOF, the parties hereto subscribe their names as of the date first above written.

**CITY OF CHARLESTON**

**SOUTH CAROLINA DEPARTMENT  
OF MENTAL HEALTH  
Charleston Dorchester Mental Health Center**

BY:   
John J. Tecklenburg, Mayor

BY:   
Jennifer Roberts, LPC, CPM

DATE: 2-12-19

DATE: 1/3/19

# CPR COMMITTEE and/or COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor  
 FROM: Beth Brownlee / Andrew Jones DEPT. Parks – Capital Projects  
 SUBJECT: CFD SAVANNAH HIGHWAY FIRE STATION (FS#11) CHANGE ORDER #13

REQUEST: Approval of Change Order #13 with NBM Construction Company, Inc. in the amount of \$0.00 and modifies the contract by: adding 5 weather days for a new substantial completion date of 12/26/2019, if NBM achieves substantial completion by June 5, 2020, all liquidated damages are waived, however, if this date is not achieved the City is entitled to recover all liquidated damages, the City reserves the right to issue joint checks to contractor and subs/vendors/supplies or design professionals.

COMMITTEE OF COUNCIL: \_\_\_\_\_ DATE: \_\_\_\_\_, 2020

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
CPR Committee Chair	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
Capital Projects Director	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
MBE Manager	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>

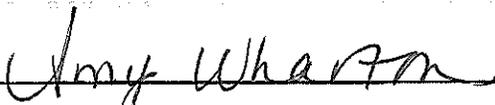
FUNDING: Was funding previously approved? Yes  No  N/A

If yes, provide the following: Dept/Div Parks-Capital Projects Acct # 051426-58240

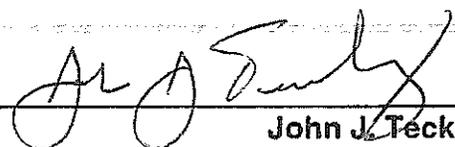
Balance in Account \$0.00 Amount needed for this item \$0.00

Project Number CP1521

NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT: Approval of Change Order #13 will increase the Construction Contract by \$0.00. The funding sources for this project are the Installment Purchase Revenue Bond (\$7,989,524.00), Proceeds from the Sale of Real Estate (\$1,135,607.64), Surplus Sales (\$1,130.02) and Hospitality Funds (\$380,000.00).

Mayor's Signature:   
 John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00 A.M THE DAY OF THE CLERK'S AGENDA MEETING.



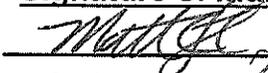
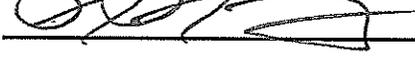
CPR COMMITTEE and/or COUNCIL AGENDA

11.)

TO: John J. Tecklenburg, Mayor  
FROM: Matt Fountain / Andrew Jones DEPT. Stormwater Management  
SUBJECT: COOPER RIVER BRIDGE DRAINAGE BASIN STUDY WORK AUTHORIZATION #6  
REQUEST: Approval of Work Authorization #6 with AECOM in the amount of \$432,136.00 for the Cooper Street/Jackson Street Watershed hydrologic and hydraulic model development and system improvement analysis.

COMMITTEE OF COUNCIL: Ways & Means DATE: March 10, 2020

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

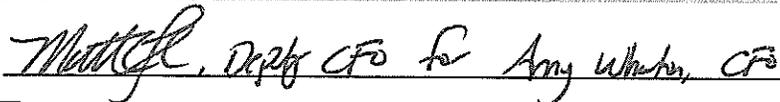
	Yes	N/A	Signature of Individual Contacted	Attachment
CPR Committee Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Dir. of SW Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
MBE Manager	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes  No  N/A

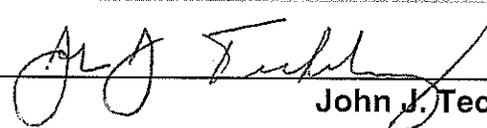
If yes, provide the following: Dept/Div SW Mgmt-Proj. Mgmt Acct # 050310-58206

Balance in Account \$432,136.00 Amount needed for this item \$432,136.00

NEED: Identify any critical time constraint(s).

CFO's Signature:  Deputy CFO for Amy Whelan, CFO

FISCAL IMPACT: Approval of Work Authorization #6 will obligate \$432,136.00 of the \$750,000.00 set aside in the Cooper River Bridge TIF for Cooper River Drainage Basin Study.

Mayor's Signature:  John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00 A.M THE DAY OF THE CLERK'S AGENDA MEETING.

**TIME AND MATERIALS WORK AUTHORIZATION**

In accordance with the Agreement for Engineering Services between the City of Charleston ("Client"), and AECOM, dated March 26, 2019, this Work Authorization describes the Services, Schedule, and Payment Conditions for Services to be provided by AECOM ("Consultant") on the Project known as:

**City of Charleston  
Cooper Street/Jackson Street Watershed Hydrologic and Hydraulic Model Development and System  
Improvement Analysis**

**Client Authorized**

**Representative:** Matthew Fountain, P.E., P.G.  
**Address:** Department of Stormwater Management  
City of Charleston  
2 George Street  
Charleston, SC 29401  
**Telephone No.:** (843) 724-3754

**Consultant Authorized**

**Representative:** David M. Wood, P.E., Vice President  
**Address:** 4016 Salt Pointe Parkway  
North Charleston, SC 29405  
**Telephone No.:** (843) 767-4602

**SERVICES.** The Services shall be described in Attachment A to this Work Order.

**SCHEDULE.** The Estimated Schedule shall be set forth in Attachment B to this Work Authorization. Because of the uncertainties inherent in the Services, Schedules are estimated and are subject to revision unless otherwise specifically described herein.

**PAYMENT AND EQUITABLE ADJUSTMENTS.** This is a time and materials Work Authorization. Consultant's estimates for the costs to complete Tasks are specified in Attachment C to this Work Authorization. Payment of \$0 is due upon signature of this Work Order and will be applied against the final invoice for this Work Authorization. Consultant shall give Client prompt written notice of unanticipated conditions or conditions which are materially different from those anticipated by Consultant at the time compensation was developed. If Client wishes Consultant to proceed, Consultant's total compensation shall be subject to equitable adjustment for such conditions.

**TERMS AND CONDITIONS.** The terms and conditions of the Agreement referenced above shall apply to this Work Authorization, except as expressly modified herein.

**ACCEPTANCE** of the terms of this Work Authorization is acknowledged by the following signatures of the Authorized Representatives.

**CITY of CHARLESTON, SOUTH CAROLINA**

**AECOM**

\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name/Title

David M. Wood, P.E.  
Vice President  
\_\_\_\_\_  
Typed Name/Title

\_\_\_\_\_  
Date of Signature

20 FEB 2020  
\_\_\_\_\_  
Date of Signature



**Attachment A  
Scope of Services**

**Work Authorization # 6  
Cooper Street/Jackson Street Watershed Hydrologic and Hydraulic Model Development  
and System Improvement Analysis**

**Project Understanding**

The City of Charleston (City) has requested the services of AECOM (“Consultant”) to evaluate flooding and drainage conditions and propose improvement projects for the Cooper Street and Jackson Street Watershed project area within the City of Charleston. Consultant will gather, collect, and evaluate all relevant and available data associated with the approximate 200-acre Project Area shown in Appendix A. After evaluating the data, Consultant will develop a comprehensive two-dimensional (2-D) Hydrologic and Hydraulic (H&H) model of the project area/watershed existing conditions using the ICPR 2-D software package developed by Streamline Technologies Inc. Consultant will base the model on confirmed data along with assumptions and engineering judgment wherever data is missing or suspect. Consultant will perform model calibration and validation for known historic events. Once model calibration and validation is complete, Consultant will use the model to conceptualize and evaluate potential stormwater improvement project options and perform alternative analysis to determine the most cost-effective, high performance, and sustainable long-term solutions for identified issues and challenges within the watershed. Improvement project options will integrate resilience concepts the City is prioritizing as described in their Flooding and Sea Level Rise Strategy as well as the general Dutch Dialogue Charleston concepts to integrate natural landscape functions and green and grey infrastructure. Consultant will develop all information and factors needed to prioritize projects. This project would be an opportunity to use the City’s recently developed Projects Prioritization Tool and set the stage for moving projects through to implementation.

The list of tasks required to complete the Scope of Work are detailed below.

**Task 1: Project Management: City Coordination and Public Meetings**

Consultant will designate a Project Manager for administration and coordination of the Work Authorization (WA) with the City. The Project Manager will be responsible for executing directives from the City and will transmit written responses to requests for information. The Consultant will designate Technical Leads, a senior reviewer, and QA/QC protocols for consistency with overall Program Management. Consultant will prepare and transmit monthly or periodic invoices for the previous period’s completed work.

Consultant will conduct a kickoff meeting with City staff to review the scope of services and schedule. At this initial meeting, the team will review sub-tasks, project expectations and completion timeframes. This meeting will also serve to define coordination responsibilities on project tasks between the City and Consultant.

Consultant will prepare and attend monthly progress meetings with the City during the project. Consultant will prepare meeting agenda and minutes of the meetings. These meetings will be a combination of in person, via WebEx or via conference call as appropriate. The budget for meetings is based on a total of twelve meetings during the life of the project.

Consultant, in co-ordination with City, will conduct three public meetings. The first two will be “charrette” type meetings. Consultant will hold the first public meeting at the beginning of the project to better understand the concerns related to flooding, drainage patterns, and issues within the watershed and to obtain flooding calibration information. At the second public meeting, Consultant will ask participants to prioritize what they want to see emphasized in improvement projects, present the existing conditions model results and identify the locations of flooding. Consultant will deliver the third and final public meeting to present the system improvements within the watershed and describe the timeline for the implementation of those improvements.

This task also covers overall project management and administration including City coordination, subconsultant coordination and project QA/QC activities.

## **Deliverables**

- Kick-off Meeting Minutes
- Minutes of Progress Meetings
- Project Schedule
- Bi-weekly email conveying project progress and completion timeframe in accordance with the project schedule.
- Public Meeting notes, comments, and minutes

## **Task 2: Review of Existing Information, Preliminary Model Network Development and Field Survey**

### ***Task 2.1 –Data Collection and Field Visit***

Consultant will collect and review all sources of relevant data and available information, including:

- Previous H&H models
- Existing GIS databases (general topography, land use, soils, drainage infrastructure)
- Previous H&H reports
- City’s Stormwater Engineering Handbook for Peninsula Region
- Environmental Resource Permit (ERP) files and as-built information of projects
- All (known) sources of gage data (stages and flows)
- Relevant flooding observations during recent significant flood events (e.g., high water marks)
- Tidal level boundary data/predictions/projections.
- Detailed (existing) topographic information such as LiDAR, 2-foot contours, etc.
- Floodplain datasets and associated reports
- Charleston Water System (CWS) data
- Recent projects on the redevelopment corridor (should be mostly GIS with some potential for as-builts)
- US Army Corps of Engineers potential flood barrier. Consultant will perform desktop level review to ensure synergy and avoid any negative impacts on the barrier or on proposed projects.
- February 2019 City Flooding and Sea Level Rise Strategy
- September 2019 Dutch Dialogues Charleston Report

After reviewing existing information, Consultant will perform field reconnaissance of the project area to verify hydraulic infrastructure, enhance understanding of drainage patterns, as well as investigate areas where existing topographic data may be inconsistent with aerial photography or might not seem appropriate based on available as-built data/LIDAR. Consultant will refine the watershed and sub-basin boundaries of the project area and develop a summary of findings from the field visit.

## **Deliverables**

- Technical Memo on the Data Collection and Field Visit

### ***Task 2.2 – Model Network Connectivity and GIS Development***

Consultant will develop the model network in GIS of the subject area. Consultant will also develop a modeling criteria document that specifies the model assumptions, methods and approach that will be used for the development of the model under Task 3. The Criteria document will include recommendations for storm surge and sea level rise conditions to be applied as part of simulation scenarios.

Once the preliminary model network is developed, areas where the model lacks information will be considered for the field survey and included in the Survey Plan to be approved by the City.

## **Deliverables**

- Modeling criteria document
- Field Survey Plan for City approval

### ***Task 2.3 – Field Investigation/Survey***

Based on model network connectivity and the survey plan developed under Task 2.2, Consultant will recommend to the City a program of prioritized investigative field survey. Because of the current uncertainty of the field survey needs, Consultant is anticipating a total budget estimate not to exceed \$80K for the effort. If additional survey is needed, the Consultant will notify the City to request additional funds.

## **Deliverables**

- Survey for the project area watershed in a GIS Database format that can be easily imported in to ICPR

### **Task 3: Existing Conditions 2-Dimensional H&H Model Development and Calibration**

Consultant will develop the existing conditions 2-D H&H model based on the available information and field survey for the Project Area. Consultant will calibrate the existing conditions model for one recent historic storm where observed data, either in the form of gauge data, flow data, or water level marks are available. Consultant will then independently validate the calibrated model with another recent historic storm that has observed data available.

Consultant will simulate the final existing conditions calibrated and validated model for the 24-hour duration, 50-, 10-, 4-, 2-, and 1-percent probability of occurrence in any given year (2-, 10-, 25-, 50-, and 100-year) design frequency storm events and identify potential locations of flooding. Consultant will incorporate normal tidal conditions along with storm surge and sea level rise.

## Deliverables

- Existing Conditions model simulation results and summary
- Flooding Locations Map for the different design storms to include both peak depth of flooding and duration of flooding at different depths

### **Task 4: System Improvement Analysis and Recommendations**

City and Consultant will work collaboratively to identify and evaluate project options as well as Level of Service (LOS) performance criteria that projects must attain. Consultant and City will utilize the results of the 2-D H&H analysis to determine where improvements are needed and what are most appropriate technologies including storage detention, conveyance capacity enhancement, tide protection, barrier protection, green infrastructure, etc. to meet the required LOS parameters. Project options may interact based on a distributed approach or a concentrated approach. Consultant will provide Class 5 cost estimates for identified projects. Consultant will provide the City with a list of project recommendations for improving drainage and flow to meet the LOS criteria.

Consultant will incorporate in this task the concepts contained in the Dutch Dialogue Charleston September 2019 Summary Report that recommends incorporating natural systems/landscape architecture/public use into prospective projects and flood solutions. The Dutch Dialogue approach emphasizes designs that integrate ways to mitigate and adapt to flood and other risks that threaten the City and the Lowcountry by integrating nature based and man-made water infrastructure improvements. Consultant will work with the City to evaluate the potential to redesign and enhance parks and public spaces to incorporate water storage. Consultant will evaluate similar water storage potential for public parking lots, road rights of way, etc. As an example, a street like Grace Bridge Street or other low-lying streets like America Street may have the potential for retrofit that includes lined underground storage to detain stormwater during peak rainfall and high tide events. Consultant will prepare architectural style rendering for project ideas that can be used to facilitate understanding by participants in Public Meetings and well as stakeholders, Community Groups, City Council, etc.

This Task will draw on and form the basis for the public meetings described and contained in Task 1 to discuss possible project approaches and gather input towards eventual project designs.

## Deliverables

- LOS Discussion Summary Memo
- Summary of proposed improvements for the desired LOS including Class 5 cost estimates

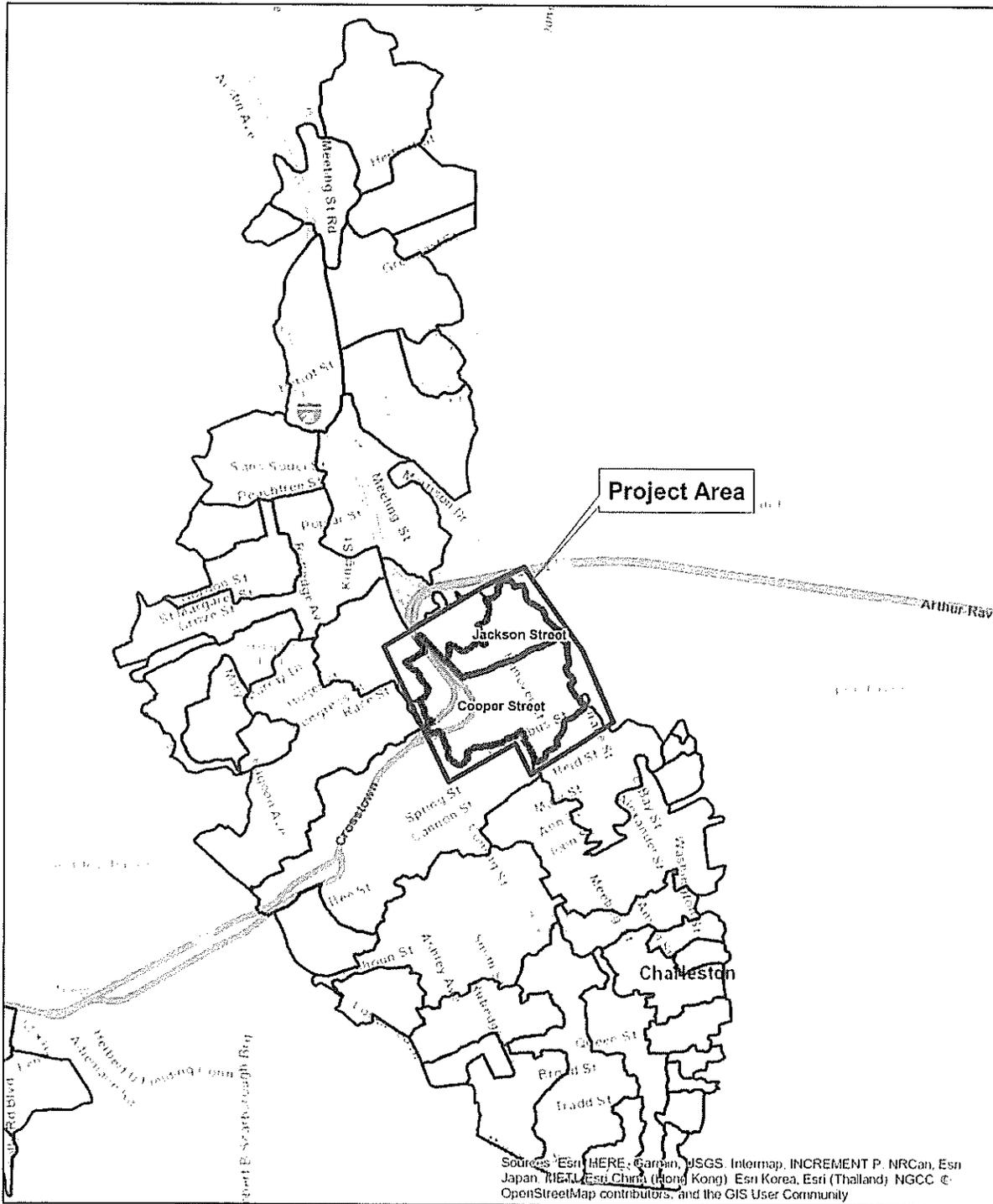
### **Task 5: Technical Memorandum**

Consultant will develop a Technical Memorandum (TM) covering Tasks 2-4 that includes a tabulation and summary of the collected data, a summary of results from the 2-D H&H existing conditions model simulations, and recommendations for system improvements along with cost estimates. Consultant will include in the TM architectural style renderings for project concepts and ideas.

## Deliverables

TM outlining baseline conditions and findings, proposed improvements, and recommendations

## Appendix A Project Area Map



### City of Charleston Cooper Street/Jackson Street Basin 1984 Basin Delineation





**Attachment B  
Estimated Schedule**

Consultant anticipates this project will require 12 months to complete from notice to proceed (NTP). The schedule below includes review time and coordination and is based on NTP of March 2020.

Description	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21
<b>Task 1 – Project Management and City Coordination</b>												
<b>Task 2 – Data Collection, Interim Model Development and Field Reconnaissance</b>												
<i>Task 2.1 Data Collection and Field Visit</i>												
<i>Task 2.2 Model Network Connectivity and GIS Development</i>												
<i>Task 2.3 Field Investigation Survey</i>												
<b>Task 3 - Existing Conditions Hydrologic &amp; Hydraulic Model Development, Calibration and Validation</b>												
<b>Task 4 - System Improvement Analysis and Recommendations</b>												
<b>Task 5 – Technical Memorandum</b>												



**Attachment C**

**Schedule of Fees and Charges**

The proposed fee for this Task Order is Time and Materials to be invoiced monthly based on percent complete per deliverable. Details of the fee estimate is given below.

<b>Task</b>	<b>Description</b>	<b>Total Fee</b>
<b>Task 1</b>	<b>Project Management and City Coordination</b>	<b>\$61,242</b>
<b>Task 2</b>	<b>Data Collection, Model Network Development &amp; Field Survey*</b>	<b>\$208,594</b>
<b>Task 3</b>	<b>Existing Conditions 1-D/2-D H&amp;H Model</b>	<b>\$60,123</b>
<b>Task 4</b>	<b>System Improvement Analysis and Recommendations</b>	<b>\$62,486</b>
<b>Task 5</b>	<b>Technical Memorandum</b>	<b>\$39,691</b>
	<b>TOTAL</b>	<b>\$432,136</b>

\* Includes NTE up to \$80,000 in additional field collection after review of existing information

Note: AECOM is committed to meeting the MBE/DBE goals and this task order includes 27% participation

**CPR COMMITTEE and/or COUNCIL AGENDA**

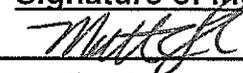
12.)

**TO:** John J. Tecklenburg, Mayor  
**FROM:** Benjamin Smith / Andrew Jones DEPT. Stormwater Management  
**SUBJECT:** LORD CALVERT DRIVE DRAINAGE IMPROVEMENTS CHANGE ORDER #1

**REQUEST:** Approval of Change Order #1 with Gulf Stream Construction for \$35,013.36 for additional catch basins due to unanticipated sewer service conflicts. Approval of this Change Order will also approve a project budget amendment increasing funding for the project from \$217,508.46 to \$237,430.30 with the additional \$19,921.84 coming from the Stormwater Fund. This change order will increase the substantial completion date by 120 days.

**COMMITTEE OF COUNCIL:** Ways & Means **DATE:** March 10, 2020

**COORDINATION:** This request has been coordinated with: *(attach all recommendations/reviews)*

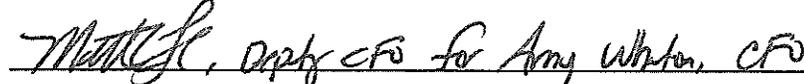
	Yes	N/A	Signature of Individual Contacted	Attachment
CPR Committee Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Dir. of SW Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
MBE Manager	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

**FUNDING:** Was funding previously approved? Yes  No  N/A

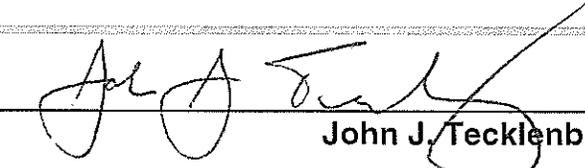
If yes, provide the following: Dept/Div SW Mgmt-Proj. Mgmt Acct # 050313-52240

Balance in Account \$35,013.36 Amount needed for this item \$35,013.36

**NEED:** Identify any critical time constraint(s).

CFO's Signature:  Deputy CFO for Amy Whelan, CFO

**FISCAL IMPACT:** Approval of Change Order #1 will increase the Construction Contract by \$35,013.36 (from \$197,734.96 to \$232,748.32). Approval of the amended project budget will also approve a budget transfer of \$19,921.84 from Small Project line-item (193010-52240) in the Stormwater Fund. Funding sources for this project are: Drainage Fund (\$217,508.46) and the Stormwater Fund (\$19,921.84).

Mayor's Signature:   
John J. Tecklenburg, Mayor

**ORIGINATING OFFICE PLEASE NOTE:** A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00 A.M THE DAY OF THE CLERK'S AGENDA MEETING.

Lord Calvert Drive Drainage Improvement Project	Draft Project Budget	Expenses To Date	Encumbrances	Remaining Balance	NOTES
<b>DEVELOPMENT</b>					
<b>TOTAL DEVELOPMENT COSTS</b>					
<b>DESIGN / ENGINEERING</b>					
050313-52238 Surveying	4,681.98	4,681.98	-	-	EM Seabrook-P159352
<b>TOTAL D/E COSTS</b>					
<b>CONSTRUCTION</b>					
050313-52240 Construction	197,734.96				Gulf Stream Construction
050313-52240 CO#1	35,013.36				
<i>Construction Subtotal</i>	<i>232,748.32</i>	58,977.02	173,771.30	-	
<b>TOTAL CONSTRUCTION COSTS</b>					
<b>OTHER</b>					
Contingency 10%	-	-	-	-	
<b>TOTAL PROJECT COSTS</b>					
	237,430.30	63,659.00	173,771.30	-	
<b>FUNDING SOURCES</b>					
<u>YEAR</u>	<u>SOURCE</u>	<u>AMOUNT</u>	<u>RECEIVED</u>		
	Drainage Fund	217,508.46	-		
	Stormwater Fund (193010-52240)	19,921.84			
<b>TOTAL FUNDING</b>		<b>237,430.30</b>	<b>-</b>		
<b>PROJECT SUMMARY</b>					
	AVAILABLE FUNDING	237,430.30	-		
	FUNDING NEEDED	237,430.30	63,659.00		
	PROJECT BALANCE	-	(63,659.00)		

**City of Charleston  
Construction Change Order**

**PROJECT:** \_\_\_\_\_ **LORD CALVERT DRIVE DRAINAGE IMPROVEMENT** \_\_\_\_\_  
(NUMBER) (NAME)

**CONTRACTOR:** GULF STREAM CONSTRUCTION CO. **CHANGE ORDER NO.:** 1

1. Description of the Change Order:  
(Reference any attachments by name and date)  
Change in scope of work to adjust for utility conflict. Existing storm drainage to remain in place at utility conflict and install two new larger catch basins. Also modify a new catch basin to allow for connection to an existing storm drain pipe that was not located on original survey.

2. Adjustments to the Contract Amount:

Original Contract Amount .....	\$ 197,734.96
Change by Previously Approved Change Orders .....	\$ _____
Contract Amount prior to this Change Order .....	\$ 197,734.96
Amount of this Change Order .....	\$ 35,013.36
New Contract Amount, including this Change Order .....	\$ 232,748.32

3. Adjustments in Contract Time:

Original Date for Substantial Completion .....	02/27/2020
Change in Days by Previously Approved Change Orders .....	0 Days
Change in Days for this Change Order .....	120 Days
New Date for Substantial Completion .....	05/15/2020

4. Amount of this Change Order performed by MBE..... \$ 0

5. By executing this Change Order, the City of Charleston and the CONTRACTOR agree that the above items be incorporated into the work at the price as noted above. The CONTRACTOR further agrees that the price quoted above includes all costs, both direct and indirect, and that the CONTRACTOR, in accordance with the terms of the Contract, specifically waives its right, if any, to any additional adjustments, including but not limited to, adjustment arising out of delays or disruptions or both caused by this change. This Change Order shall not change any other provisions of the contract documents except as stated above.

City of Charleston - Stormwater  
Architect/ Engineer

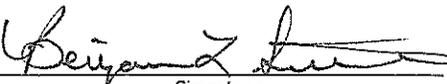
Gulf Stream Construction Co., Inc.  
Contractor

City of Charleston  
Owner

2 George Street, Suite 2100  
Charleston, SC 29492  
Address

1983 Technology Drive  
Charleston, SC 29492  
Address

823 Meeting St  
Charleston, SC 28403  
Address

  
Signature

  
Signature

\_\_\_\_\_  
Signature

By: Benjamin L. Smith

By: Cam Cooper

By: John J. Tecklenburg

Date: 2/24/2020

Date: 02/24/2020

Date: \_\_\_\_\_

**Lord Calvert Dr Drainage Improvements**

City of Charleston  
2 George Street  
Charleston SC 29401

**Transmittal No. 14**

GSCC Job No. 201440.

Owner / GC Project No.:

Engineer / Architect Project No.:

Date: 02/21/2020

*Via Bullet Delivery*

<b>To:</b> Benjamin Smith	<b>From:</b> Cam Cooper
<b>Phone:</b> 843-720-2715	Gulf Stream Construction Company, Inc. 1983 Technology Drive Charleston, SC 29492
<b>Fax:</b>	<b>Phone:</b> 843-572-4363
<b>E-mail:</b> smithb@charleston-sc.gov	<b>Fax:</b> 843-572-9609
<b>CC:</b> Cam Cooper - Gulf Stream Construction Company, Inc. - Phone: 843-572-4363 - Fax: 843-572-9609	<b>E-mail:</b> ccooper@gulfstreamconstruction.com

Attached and/or enclosed are the following documents.

NO.	DOCUMENT #	COPIES	STATUS	REMARKS
1	:Change Order No. 1- GSCC Signed	3	New	

Notes:

*Cam Cooper, Project Manager*



# GULF STREAM CONSTRUCTION

1983 Technology Drive • Charleston, SC 29492  
 (843) 572-4363 • Fax (843) 572-9609  
[www.gulfstreamconstruction.com](http://www.gulfstreamconstruction.com)

<b>To:</b> City Of Charleston	<b>Contact:</b> Benjamin Smith
<b>Address:</b> 823 Meeting Street Charleston, SC 29403 USA	<b>Phone:</b> (843) 720-1983 <b>Fax:</b> (843) 724-7300
<b>Project Name:</b> Lord Calvert Drive Drainage Improvement - COR 01 Plan Changes	<b>Bid Number:</b> 20192125
<b>Project Location:</b> Lord Calvert Dr. - West Ashley, Charleston.	<b>Bid Date:</b> 2/14/2020

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
<b>Deduct Scope</b>					
101	Deduct Demo 18" Stormdrain Pipe	-130.00	LF	\$15.26	(\$1,983.80)
102	Deduct Demo 24" Stormdrain Pipe	-130.00	LF	\$15.80	(\$2,054.00)
103	Deduct Install 36" RCP - Gasket	-130.00	LF	\$121.18	(\$15,753.40)
104	Deduct Grate Inlet 4x4	-2.00	EACH	\$6,948.69	(\$13,897.38)
<b>Total Price for above Deduct Scope Items:</b>					<b>(\$33,688.58)</b>
<b>Mobilization</b>					
105	De-Mobilization And Re-mobilization	1.00	LS	\$14,731.65	\$14,731.65
106	Field Work For Conflict Investigation	1.00	LS	\$6,655.89	\$6,655.89
<b>Total Price for above Mobilization Items:</b>					<b>\$21,387.54</b>
<b>Traffic Control</b>					
107	Traffic Control	3.00	DY	\$1,933.75	\$5,801.25
<b>Total Price for above Traffic Control Items:</b>					<b>\$5,801.25</b>
<b>Storm Drain Structure</b>					
108	Add Grate Inlet 4x4 Material Costs	2.00	EACH	\$3,062.18	\$6,124.36
109	Grate Inlet 4x8	2.00	EACH	\$8,106.19	\$16,212.38
110	Connect To Existing Storm Pipe	5.00	EACH	\$449.75	\$2,248.75
111	Modify Existing Inlet	1.00	EACH	\$12,951.40	\$12,951.40
112	Demo & Replace 18" Ex Downstream Stormdrain Pipe Half Full Of Concrete	8.00	LF	\$413.58	\$3,308.64
<b>Total Price for above Storm Drain Structure Items:</b>					<b>\$40,845.53</b>
<b>Bond</b>					
114	Bond	1.00	LS	\$667.62	\$667.62
<b>Total Price for above Bond Items:</b>					<b>\$667.62</b>
<b>Total Bid Price:</b>					<b><u>\$35,013.36</u></b>

**Notes:**

• **CHANGE ORDER DETAILS:**

- #103 - Corrected per unit pricing.
- #105 - Additional Mobilization required, only 1 mobilization in original contract @ \$14,329 + \$402 to cover additional materials used to connect open pipes prior to backfilling during Interium.
- #106 - Covers time spent not originally included for discovery of utility conflicts not shown on plans. This was discovered during construction activities and also identified during due diligence period before bid as noted in Addendum #1 e. ii.
- #107 - We are requesting an additional 3 days for the time spent on the conflict investigation and cleaning up for demobilization. Was 5 total including the CIPP Lining
- #108 - Unit price correction. Items includes original material cost for boxes 2 & 3 no longer used. Deduct Item #4 includes original time and materials of Box 2 & 3.
- #109 - Updated per contract unit pricing.
- #111 - Includes demo of original box walls, reusing top and bottom, building new walls custom to account for 3 upstream pipes and 2 downstream pipes.
- #112 - Requested to cover time and materials.
- We anticipate this work will add time to the project. Our last work day prior to this delay was on January 16, 2019. The amount of time required for this change is to be determined and will be from our last work day to the day we receive a signed Change Order to proceed with the work of the change order plus the time that is required to design, approve and manufacture the proposed new storm drainage structures.
- The work covered by this quotation will be only that specifically outlined herein. Proposal based on drawings designed by City of Charleston dated January 16, 2020.
- **"Total Base Bid Price" is based on all work being contracted; the schedule of values provided is for general information only. Any reduction or change in scope will be subject to revised pricing.**
- Price is based on one (1) mobilization, if additional mobilizations are required, additional charges will apply:
  - All grades and elevations, existing and proposed, as shown on drawings.
  - All soils are presumed suitable for use as fill, backfill and structural fill. If additional borrow is needed to replace onsite soils (considered unsuitable). Additional cost to be negotiated based on quantities needed.
  - No removal or relocation of underground or overhead utilities, lines, cables or power poles.
  - Erosion control devices are to be installed as shown on drawings. However, the overall pollution prevention plan is dependent on site & weather conditions which are beyond the contractor's control. Due to this reason, any additional devices or procedures which are required by engineer or other governing bodies will be installed at an additional cost to be provided on a unit prices basis.
  - Gulf Stream Construction will provide redline drawings of completed work. Certified As-builts, plats or easement surveys are not include and shall be the responsibility of others.
- Due to the volatile fuel market we must base all asphalt pricing on the most recent SCDOT index at the time of bid and require a pricing adjustment based on the index at the time of placement.

• **Exclusions:**

- Over Excavation or Undercut/backfill of unsuitable material.
  - Excavation and removal of unsuitable materials including but not limited to: muck, clay, rock, trash, construction debris, water, hazardous/contaminated materials or underground structures.
  - Excavation and/or Backfilling for footings, foundations, retaining walls, pits or other contractor's utility trenches.
  - Soil or Termite Treatment.
  - Earthquake Drains, Geo-piers, Ground Modifications, etc.
  - Capillary Barrier under slab.
  - Testing.
  - SWPPP Inspections & Reporting.
  - Damage to undisclosed underground utilities and/or structures public or private.
  - No hand clearing, trimming, or deadwood removal is included. All clearing is achieved using heavy equipment.
  - Clearing and Underbrush removal within tree protected areas.
  - Building Demolition.
  - Excavation, demolition and removal of existing building foundations, tanks or other undisclosed structures, etc.
  - Well Abandonment.
  - Dewatering of other trades work.
  - Tree relocation.
  - Tree Arborist work and/or root pruning.
  - Landscaping.
  - Irrigation.
  - Off Site Topsoil.
  - Sodding.
  - Electrical Infrastructure.
  - Conduit (electrical, irrigation, communication, etc.).
  - Lighting, Poles, Fixtures. etc.
  - Water Meters (to be provide by municipality).
  - Backflow Preventers (unless indicated on drawings).
  - Gas Utility.
  - New Fencing, Gates, Control Access, etc.
  - Prime Coat.
  - Milling or Overlay of Existing Asphalt.
  - Shoring, Sheeting or Bracing.
  - Under-drains permanent or temporary.
  - Televideo Inspection.
  - Retaining Walls, Screen Walls, Tree wells, etc.
  - Stairs, Steps, Ramps, etc.
  - Handrails, Guardrails, Safety rail, etc.
  - Hardscapes and/or Pavers.
  - Architectural, Stamped and/or Stained Concrete.
  - Specialty Coatings.
  - Pervious Paving.
  - Concrete Paving.
  - Concrete Sidewalks.
  - Dumpster Pad And/or Fencing/Enclosure.
  - Joint Caulking in Sidewalk and Concrete.
  - Base under Curb and Gutter or Sidewalks.
  - Bollards.
  - Site Furnishings; Bike racks, Trash cans, Benches, etc.
  - Permits and Fees (Meter, Tap, Impact or other).
  - Point Repairs on existing pipe
  - Bond Fee (available on request).
- Acceptable Contract Agreements are as follows: a. AIA Document A101-2007 Edition - Standard Form of Agreement Between Owner and Contractor.
  - Acceptable Contract Agreements are as follows: a. AIA Document A401-2007 Edition - Standard Form of Agreement Between Contractor and Subcontractor.
  - Price is good for thirty (30) days.
  - Gulf Stream Construction does NOT and will NOT Warrenty the condition of the existlnq pipe to remain in place

<p><b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b> <b>Gulf Stream Construction Company Inc</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> Bryan Duff (843) 572-4363 bduff@gulfstreamconstruction.com</p>
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**Board of Commissioners**

Thomas B. Pritchard, Chairman

David E. Rivers, Vice Chairman

Kathleen G. Wilson, Commissioner

Mayor John J. Tecklenburg (Ex-Officio)

Councilmember Perry K. Waring (Ex-Officio)

**Officers**

Kin Hill, P.E., Chief Executive Officer

Mark Cline, P.E., Assistant Chief Executive Officer

Dorothy Harrison, Chief Administrative Officer

Wesley Ropp, CMA, Chief Financial Officer

Russell Huggins, P.E., Capital Projects Officer

PO Box B  
Charleston, SC 29402  
103 St. Philip Street (29403)

(843) 727-6800  
www.charlestonwater.com

March 2, 2020

Mayor John J. Tecklenburg and Members of City Council  
80 Broad Street  
Charleston, South Carolina 29401

Re: Charleston Water System (CWS)  
Proposed 2020 Waterworks and Sewer System Capital Improvement and Refunding Revenue Bond Issue

Dear Mayor and Members of City Council:

The financial advisor for Charleston Water System (“CWS”), PFM Financial Advisors LLC (“PFM”) regularly reviews CWS’s outstanding debt for potential refunding opportunities, and PFM recently notified CWS that given the current historically low interest rate environment, CWS has an opportunity to refund the callable portions of the outstanding Waterworks and Sewer System Refunding Revenue Bonds, Series 2012 (the “2012 Bonds”) and the Waterworks and Sewer System Capital Improvement Revenue Bonds, Series 2015 (the “2015 Bonds”) for significant net present value (NPV) debt service savings of approximately \$19.5 million or approximately 13% of the refunded bonds. Accordingly, at last week’s meeting of the Commissioners, a resolution was approved requesting City Council’s approval for the issuance of Waterworks and Sewer System Capital Improvement and Refunding Revenue Bonds in the amount of not to exceed \$220 million. In addition to providing funds in the approximate amount of \$180 million to refinance the Series 2012 Bonds and the Series 2015 Bonds, the Commissioners are requesting the approval of City Council to issue not exceeding \$40 million of revenue bonds for projects identified in the 2019 – 2022 Capital Improvements Program (CIP). Recently the 2019 Capital Improvements Program Annual Report was sent to each member of City Council regarding the status of the CIP. That program includes funding for a new disinfection contact basin to enhance disinfection efficiency, and upgrades to an existing 1940s era raw water pumping station to provide reliable pumping capacity at the Hanahan Water Treatment Plant; new water transmission mains to support high density growth and fire protection needs for Peninsula Charleston and West Ashley; replacement of biosolids handling facilities for greater capacity, reliability and flexibility for disposal alternatives, and new primary and secondary sedimentation basins for regulatory compliance and capacity needs at the Plum Island Wastewater Treatment Plant; the Customer Technology Center at the Hanahan Water Treatment Plant which will address the need for resilient office space and emergency operations; and a regional wastewater pump station and gravity sewer collection system on Thomas Island to facilitate growth demands in the I-526/Clements Ferry Road interchange area.

We are happy to provide additional details about the refinancing of our existing bonds or the CIP if requested. If you have any questions, please contact me, Mark Cline, PE, our Assistant Chief Executive Officer, Russell Huggins, PE, our Capital Projects Officer, or Wesley Ropp, our Chief Financial Officer. Our contact information is as follows:

- |                          |              |                             |
|--------------------------|--------------|-----------------------------|
| Kin Hill, PE, CEO        | 843-727-6862 | hillfk@charlestoncpw.com    |
| Mark Cline, PE, ACEO     | 843-727-7125 | clinemf@charlestoncpw.com   |
| Russell Huggins, PE, CPO | 843-727-6879 | hugginsrl@charlestoncpw.com |
| Wesley Ropp, CFO         | 843-727-6916 | roppjw@charlestoncpw.com    |

Our plan is to request City Council approval (working with Bond Counsel Jeremy Cook and Charlton deSaussure) this month for the issuance of the proposed waterworks and sewer system capital improvement and refunding revenue bonds later this spring. The total bonding authority request will be for up to \$220 million which includes the refunding of the Series 2012 Bonds and the Series 2015 Bonds and the financing of a portion of the CIP.

As always, we sincerely appreciate your input and assistance in this important financing endeavor for our citizens and our customers, and we look forward to working with City Council towards that end.

Sincerely,

A handwritten signature in cursive script that reads "Kin Hill, PE CEO".

Kin Hill, PE CEO  
Charleston Water System

xc: CWS Commissioners, Jennifer Blumenthal, Esq., Jeremy Cook, Esq., CWS Officers

RATIFICATION NO. 2020-\_\_\_\_

**AN ORDINANCE**

**PROVIDING FOR THE ISSUANCE AND SALE OF WATERWORKS AND SEWER SYSTEM REFUNDING AND CAPITAL IMPROVEMENT REVENUE BONDS OF THE CITY OF CHARLESTON IN ONE OR MORE SERIES IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT EXCEEDING \$220,000,000 AND OTHER MATTERS RELATING THERETO.**

**(SERIES ORDINANCE)**

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**EXHIBIT "A"    RESOLUTION ADOPTED FEBRUARY 25, 2020 BY COMMISSIONERS OF  
PUBLIC WORKS**

**EXHIBIT "B"    FORM OF BOND**

AS AN INCIDENT TO THE ADOPTION OF THIS ORDINANCE, THE CITY COUNCIL OF THE CITY OF CHARLESTON, SOUTH CAROLINA ("**CITY COUNCIL**"), MAKES THE FOLLOWING FINDINGS OF FACT:

1. The City Council of the City of Charleston, South Carolina ("**City Council**"), has made general provision for the issuance of waterworks and sewer system revenue bonds (the "**Bonds**") of the City of Charleston, South Carolina (the "**City**"), through the means of an ordinance adopted October 24, 1984, bearing Ratification No. 1984-149, entitled "An Ordinance Providing For The Issuance And Sale Of Waterworks and Sewer System Revenue Bonds Of The City Of Charleston, South Carolina, And Other Matters Relating Thereto" as amended (the "**Bond Ordinance**"); and

2. It is provided in and by the Bond Ordinance that, upon adoption of a "Series Ordinance" there may be issued one or more series of Bonds for the purpose of providing funds for improvements and extensions to the waterworks and sewer system of the City (the "**System**") or to pay and redeem any outstanding bond anticipation notes of the City issued in anticipation of the issuance of Bonds or to refund bonds payable from the revenues of the System; and

3. On February 25, 2020, the Commissioners of Public Works (the "**Commissioners**") adopted a Resolution, a copy of which is attached hereto as Exhibit A, entitled "A Resolution Requesting City Council Approval of an Ordinance to Provide for the Issuance and Sale of Not Exceeding \$220,000,000 Waterworks and Sewer System Refunding and Capital Improvement Revenue Bonds of the City of Charleston, South Carolina;" and

4. The Commissioners have determined that certain capital improvements are undertaken at this time. Specifically, to provide the funds needed in order to construct improvements to the Waterworks and Sewer System (the "**System**") including, but not limited to, improvements to its wastewater collection system, Plum Island Wastewater Treatment Plant, water distribution system and Hanahan Water Treatment Plant and the construction and equipping of a new customer technology center, as further described in the Reports on Revenue Requirements, Cost of Service and Rates for Water and Wastewater Service each dated November 26, 2018 (the "**Project**"); and

5. The Commissioners have further determined that refunding of certain outstanding debt payable from revenues of the System may be fiscally advantageous to its operations as it addresses future capital needs facing the System. As a consequence, the Commissioners have determined it is in the best interest of the System to refund (i) all or a portion of the outstanding City of Charleston, South Carolina Waterworks and Sewer System Refunding Revenue Bonds, Series 2012, in the original principal amount of \$110,600,000 (the "**2012 Bonds**") and (ii) all or a portion of the outstanding City of Charleston, South Carolina Waterworks and Sewer System Capital Improvement Revenue Bonds, Series 2015, in the original principal amount of \$140,105,000 (the "**2015 Bonds**" and together with the 2012 Bonds, the "**Refunded Bonds**"); and

6. The Commissioners have determined that not exceeding \$40,000,000 may be required in order to provide funds to defray the cost of the Project and costs related to financing and providing necessary reserves, and an aggregate of not exceeding \$180,000,000 will be required to provide funds for the payment of the Refunded Bonds and costs related to financing and providing necessary reserves; and

7. By reason of the foregoing, it has been determined to adopt this ordinance as a "Series Ordinance" in accordance with the terms and provisions of the Bond Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHARLESTON, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED:

ARTICLE I

DEFINITIONS AND AUTHORITY

Section 1.01. Definitions.

(A) Except as provided in subsection (B) below, all terms which are defined in Section 1.01 of the Bond Ordinance shall have the same meanings in this Series Ordinance as such terms are prescribed to have in the Bond Ordinance.

(B) As used in this Series Ordinance, unless the context shall otherwise require, the following terms shall have the following respective meanings:

**"Business Day"** shall mean any day other than a Saturday, Sunday or a day on which the corporate trust office of the Trustee is authorized by law to remain closed or any day on which the payment system of the Federal Reserve is not operational.

**"Continuing Disclosure Undertaking"** shall mean the Continuing Disclosure Undertaking executed by the City, as amended from time to time in accordance with the provisions thereof, providing for the delivery and dissemination of certain information with respect to the City and any Series of Bonds issued pursuant to this Series Ordinance.

**"Escrow Deposit Agreement"** shall mean the Escrow Deposit Agreement between the City and The Bank of New York Mellon Trust Company, N.A., as Escrow Agent, dated as of such date as the Commissioners shall determine, as amended from time to time.

**"Purchase Contract"** shall mean the Purchase Contract between the City, the Commissioners and the Underwriters providing for the sale and purchase of any Series of Bonds issued pursuant to this Series Ordinance.

**"Series of Bonds"** shall mean any Series of Bonds of the City of the Series authorized by this Series Ordinance and, unless determined otherwise by the Mayor, designated "City of Charleston, South Carolina, Waterworks and Sewer System Refunding and Capital Improvement Revenue Bonds," with a Series designation to signify the year such series is issued.

**"Series Debt Service Reserve Fund"** shall mean the Fund so designated and established pursuant to Section 5.01 hereof.

**"Series Ordinance"** shall mean this Ordinance.

**"Series Reserve Requirement,"** if any, shall mean an amount as determined by the Commissioners pursuant to Article IV hereof.

**"Underwriter" or "Underwriters"** shall mean Wells Fargo Bank, National Association as Senior Underwriter with BofA Securities, Inc. and Rice Financial Products Company serving as Co-Managers.

**Section 1.02. Authority for Series Ordinance.** This Series Ordinance is adopted pursuant to the provisions of the Bond Ordinance.

## ARTICLE II

### AUTHORIZATION AND TERMS OF THE SERIES OF BONDS

**Section 2.01. Determination of the Useful Life of the System.** In accordance with the requirements of Section 6-17-60 of the Enabling Act, the period of usefulness of the System is hereby determined to be not less than 40 years.

**Section 2.02. Principal Amount; Designation of Series.** Pursuant to the provisions of the Bond Ordinance, Bonds of the City entitled to the benefits, protection and security of the provisions of the Bond Ordinance are hereby authorized in the aggregate principal amount of not exceeding \$220,000,000. Such amount may be issued in one or several Series of Bonds as determined by the Commissioners and set forth in the Series Resolutions, hereinafter defined. The Series or several Series of Bonds authorized by this Series Ordinance shall be issued no later than December 31, 2021. Each Series of Bonds so authorized and issued, unless determined otherwise by the Mayor, shall be designated "City of Charleston, South Carolina, Waterworks and Sewer System Refunding and Capital Improvement Revenue Bonds" and shall bear a Series designation to signify the year such series is issued. The Series of Bonds shall be in substantially the form set forth in Exhibit "B" hereto.

**Section 2.03. Purposes.** The Series of Bonds are authorized for the purpose of obtaining funds to defray the cost of the Project, provide for the payment of the Refunded Bonds, to fund the Debt Service Reserve Fund, if any, to the required level, and the payment of the costs of issuing the Series of Bonds.

**Section 2.04. Date; Interest Rate; Maturity; Redemption and Sale.** The Date of Issue of the various Series of Bonds shall be as set forth in the Series Resolution. The maturity schedule setting forth the date of the maturities of the Series of Bonds (which maturities shall not exceed 40 years) and amounts payable on such dates, the rates of interest borne by the Series of Bonds including the methodology for determining the rate of interest and the amounts of Bonds which shall be term Bonds and Serial Bonds shall be fixed by the Series Resolution and approved by the Mayor. The Series of Bonds shall be subject to optional and/or mandatory redemption and/or optional or mandatory tender for purchase at such times and on such terms and conditions as shall be established by the Commissioners in the Series Resolution and approved by the Mayor. Each of the Series of Bonds may be issued on a tax exempt or a taxable basis as shall be determined by the Commissioners and approved by the Mayor. Each of the Series of Bonds shall be sold to the Underwriters.

**Section 2.05. Authentication; Payment of Interest.**

(A) Each of the Series of Bonds shall be authenticated on such date as it shall be delivered. Each Series of Bonds shall bear interest from the Bond Payment Date immediately preceding the authentication date thereof, unless the authentication date thereof is a Bond Payment Date, in which event, each such Series Bond shall bear interest from the earlier of such authentication date, or the date to which interest has been paid. In the event authentication shall precede the first payment of interest on each of the Series of Bonds, interest shall be payable from the date selected by the Commissioners for the initial dating of the Bonds of such Series.

(B) The interest on all Series of Bonds shall be paid by check or draft mailed from the office of the Trustee to the persons in whose name the Series of Bonds are registered at the close of business on the Record Date, provided that, any Holder of \$1,000,000 or more in aggregate principle amount of Series of

Bonds shall be entitled, by written request to the Trustee received no later than the Record Date, to direct any payments of interest due with respect to such Bonds be made to such Holder by wire transfer to an account within the continental United States. Such request shall provide the Trustee with specific direction as to manner of making such payment.

(C) The principal on all Series of Bonds shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

**Section 2.06. Denomination; Numbering; Book-Entry.** The Series of Bonds shall be issued in such denominations as the Commissioners shall determine not exceeding the principal amount of the Series of Bonds maturing in such year. The Series of Bonds shall be numbered in such a fashion as to maintain accurate records thereof. The Series of Bonds may be delivered in book-entry form as determined by the Commissioners.

**Section 2.07. Maintenance of Offices for Payment, Transfer, and Exchange of Bonds; Registrar.** As long as any Series of Bond remains Outstanding, the Commissioners shall maintain a Paying Agent and a Registrar therefor. Unless otherwise directed in writing by the Commissioners to the Trustee, the Trustee shall act as Registrar and Paying Agent.

### **ARTICLE III**

#### **EXECUTION; NO RECOURSE**

**Section 3.01. Execution of the Series of Bonds.** The Series of Bonds shall be executed and authenticated in accordance with the applicable provisions of the Bond Ordinance.

**Section 3.02. No Recourse on the Series of Bonds.** All covenants, stipulations, promises, agreements and obligations of the City contained in the Bond Ordinance or in this Series Ordinance shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not those of any officer or employee of the City in his or her individual capacity, and no recourse shall be had for the payment of the principal or redemption price of or interest on the Series of Bonds or for any claim based thereon or on the Bond Ordinance or in this Series Ordinance, either jointly or severally, against any officer or employee of the City or any person executing the Bonds.

### **ARTICLE IV**

#### **AUTHORIZATION TO COMMISSIONERS**

**Section 4.01. Authorization.**

(A) The Commissioners are hereby authorized and empowered to adopt one or several Series Resolutions relating to the Series of Bonds to be called the "**Series Resolutions.**"

(B) The Series Resolutions shall express the approval of the Commissioners to the issuance of the various Series of Bonds to be issued pursuant to the Bond Ordinance and the Series Ordinance and their agreement to abide by all of the terms, provisions and agreements set forth in the Bond Ordinance and in the Series Ordinance. In addition, the Series Resolutions shall specify and determine:

1. The precise principal amount of the Series of Bonds;
2. The specific purpose for which the proceeds of such Series will be used;
3. The manner of numbering and lettering, and the denomination or denominations of the Bonds of such Series;
4. The form or forms for the Bonds of such Series;
5. The date or dates of maturity and the amounts thereof and the issue date of the Bonds of such Series;
6. The interest rate or rates, or the manner of determining such rate or rates, of the Bonds of such Series including the extent to which Variable Rate Indebtedness is issued and if such Variable Rate Indebtedness is issued, the extent to which an interest rate cap or other financial structure customarily employed in such a borrowing will be used;
7. The time for the payment of interest on the Bonds in such Series and the Record Date;
8. The redemption price or redemption prices and the redemption date or redemption dates and other terms of redemption (if any) applicable to any of the Bonds of such Series for such payments including provisions relating to optional and/or mandatory tender provisions, remarketing agreements, and liquidity facility agreements if the Commissioners determine to issue Variable Rate Indebtedness;
9. The Registrar and Tender Agent and Remarketing Agent and Liquidity Provider, if any, for such Bonds if other than the Trustee;
10. The portion of such Series that are serial Bonds and that are term Bonds, if any, including the amount and date of each mandatory redemption or sinking fund installment, if any, required by such Series Resolution to be paid for the retirement of any such Bonds;
11. Any other applicable redemption requirement for the Bonds of such Series and the method of satisfying the same;
12. The manner in which Bonds of such Series are to be sold and provisions for the sale thereof;
13. Whether there shall be established a Debt Service Reserve Fund to secure the payment of such Series of Bonds and, if so, the specific Series Reserve Requirement therefor and the manner of funding thereof;
14. The disposition of the proceeds of the sale of the Bonds of such Series and the manner of their application; and
15. Any other provisions deemed advisable by the Commissioners not in conflict with or in substitution for the provisions of the Bond Ordinance and the Series Ordinance relating to the Bonds of such Series.

**ARTICLE V**

**SERIES DEBT SERVICE RESERVE FUND; APPLICATION OF THE SERIES  
BOND PROCEEDS; TAX COVENANTS; CONTINUING DISCLOSURE**

**Section 5.01. The Series Debt Service Reserve Fund.**

(A) In the determination of the Commissioners, a Series Debt Service Reserve Fund may be established for each Series of Bonds issued and, if established, shall be appropriately designated the "City of Charleston, South Carolina, Waterworks and Sewer System Revenue Bonds Debt Service Reserve Fund," and shall bear an appropriate Series designation and shall, subject to the other provisions of this Series Ordinance, be maintained in an amount equal to the Series Reserve Requirement for so long as the Series of Bonds then issued shall be Outstanding. If a Series Debt Service Reserve Fund is established for a Series of Bonds, the following provisions shall apply. Such Fund is intended to insure the timely payment of the principal of and interest on the Series of Bonds then issued, and to provide for the redemption of such Bonds prior to their stated maturities. Money in the Series Debt Service Reserve Fund shall be used for the following purposes, and for no other, viz.:

- (i) To prevent a default in the payment of the principal of or interest on the Series of Bonds then issued, by reason of the fact that money in the Debt Service Fund is insufficient for such purposes;
- (ii) To pay the principal of, interest on, and redemption premium of the Series of Bonds then issued in the event that all Outstanding Series of Bonds be redeemed as a whole; or
- (iii) To effect partial redemption of the Series of Bonds then issued; provided that subsequent to said partial redemption, the value of the Series Debt Service Reserve Fund shall be not less than the Series Reserve Requirement.

(B) The Series Debt Service Reserve Funds shall be kept in the complete custody and control of the Trustee and withdrawals from the Series Debt Service Reserve Funds shall be made only by such Trustee who shall transmit to a Bondholder of such Series, at such times as may be appropriate, the sums required to pay the principal of, redemption premium, if any, and interest on the Series of Bonds then issued.

(C) Money in the particular Series Debt Service Reserve Funds shall be invested and reinvested by the Trustee at the written direction of the Commissioners in Authorized Investments. Subject to the remaining provisions of this paragraph (C), the earnings from such investments shall be added to and become a part of the particular Series Debt Service Reserve Funds. The value of the particular Series Debt Service Reserve Fund shall be established (i) as of the first day of January of each year, and (ii) on the date of any withdrawal therefrom pursuant to subsection (B) of this Section 5.01. Securities shall be valued at market value as of the date of such valuation, provided, however, those securities which mature in one year or less may be valued at face value; any insurance policy, surety bond or letter of credit shall be valued at the face value or stated amount thereof less the amount of any payments thereunder or draws thereon which have not been reimbursed and reinstated. Whenever, and as of any date of calculation, the value of any Series Debt Service Reserve Fund shall exceed the Series Reserve Requirement, any excess, to the extent represented by cash and/or securities, shall either be used to effect redemption of the Series of Bonds for which this particular Series Debt Service Reserve Fund is created, or shall be removed from the Series Debt Service Reserve Fund and transferred into the Depreciation and Contingent Fund, as directed in writing by the Commissioners.

(D) In the event the Series Debt Service Reserve Fund has been funded with a surety bond, insurance policy or a letter of credit and either has been drawn upon, moneys available to repay such surety bond, insurance policy or letter of credit provider shall first be used to reinstate the surety bond, insurance policy or the letter of credit to its original amount. Any interest or fees due to the surety bond, insurance policy or letter of credit provider, other than for reinstatement, shall be subordinate to any amounts payable upon the Series of Bonds after reinstatement of the Series Debt Service Reserve Fund.

(E) In the event the Series Debt Service Reserve Fund is funded with a surety bond, insurance policy or letter of credit, any revenues available for debt service on the Series of Bonds shall be paid as set forth in such surety bond, insurance policy or letter of credit to the Holders of the Outstanding Bonds of such Series.

(F) In the event it is determined that a draw on the surety bond, insurance policy or letter of credit is necessary, a demand for payment thereon, in such form as may be provided by the reimbursement agreement between the City, the Commissioners and the provider of such surety bond, insurance policy or letter of credit, shall be given not less than three days prior to the date on which funds are required, or such lesser time as the Registrar and Paying Agent shall agree to.

(G) On or prior to the last business day of each month in each year, beginning with the first full calendar month following the date on which (i) the valuation of the Series Debt Service Reserve Fund results in a determination that the value of the Series Debt Service Reserve Fund is less than the Series Reserve Requirement, or (ii) amounts have been withdrawn from the Series Debt Service Reserve Fund, including any drawing made under a surety bond, policy of insurance or a letter of credit, the Commissioners shall, pursuant to Section 8.04(A) of the Bond Ordinance, deposit in the Series Debt Service Reserve Fund an amount equal to that required to be repaid to the Series Debt Service Reserve Fund as set forth in the applicable Series Resolution.

**Section 5.02. Use and Disposition of Bond Proceeds.** Upon the delivery of any Series of Bonds, the proceeds thereof shall be disposed of, as determined and directed in a certificate of an Authorized Officer of the Commissioners, as follows:

(A) That sum, if any, prescribed by the Series Resolution shall be deposited in the Debt Service Fund;

(B) That sum, if any, required for the Series Reserve Requirement shall be deposited in the Series Debt Service Reserve Fund and shall be invested and disposed of as prescribed by Section 7.05 of the Bond Ordinance;

(C) That sum, if any, required to refinance any Refunded Bonds shall be deposited as set forth in the applicable Series Resolution; and

(D) That sum, if any, required to be deposited to a Construction Fund to defray the cost of the Project shall be deposited as set forth in the applicable Series Resolution.

**Section 5.03. Tax Covenants.** The City hereby covenants and agrees that in connection with any tax exempt Series of Bonds it shall:

(A) establish such funds, make such calculations and pay such amounts, in the manner and at the times required in order to comply with the requirements of the Internal Revenue Code of 1986, as amended (the "Code"), relating to required rebates of certain amounts to the United States;

(B) make such reports of such information at the times and places required by the Code; and

(C) take such other action as may be required in order that the Series of Bonds and the use of the proceeds thereof and the System comply with the provisions of the Code; and not make any use, and it shall direct the Trustee and each fiduciary not to make any use, of the proceeds of the Series of Bonds which, if such use had been reasonably expected on the date of the issuance of the Series of Bonds would have caused such Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and will observe and not violate the requirements of Section 148 of the Code.

**Section 5.04. Continuing Disclosure.** The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Undertaking. The Dissemination Agent, if any, shall comply with and carry out the provisions of the Continuing Disclosure Undertaking. Notwithstanding any other provision of this Series Ordinance, failure of any party to comply with the Continuing Disclosure Undertaking shall not be considered an Event of Default; however, the Trustee may and at the written request of the Holders of at least 25% in aggregate principal amount of Outstanding Series of Bonds together with indemnification satisfactory to the Trustee, shall or any Series Bondholder may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the City to comply with its obligations hereunder and under the Continuing Disclosure Undertaking.

As permitted by SEC Rule 15c2-12(f)(10), the Commissioners, on behalf of the City, shall provide the information required by such Rule 15c2-12. The Commissioners, on behalf of the City, shall also comply with the provisions of Section 11-1-85, Code of Laws of South Carolina, 1976, as amended.

**Section 5.05. Duties and Responsibilities of the Commissioners.** So long as the Commissioners fulfill the covenants and agreements set forth in this Series Ordinance, such covenants and agreements made by the City herein shall be administered, exercised and undertaken by the Commissioners.

## **ARTICLE VI**

### **PURCHASE CONTRACT; CONTINUING DISCLOSURE UNDERTAKING; ESCROW DEPOSIT AGREEMENT; OTHER INSTRUMENTS**

**Section 6.01. Authorization of Purchase Contract, Continuing Disclosure Undertaking, the Escrow Deposit Agreement and Other Financing Instruments.** The Purchase Contract, the Continuing Disclosure Undertaking and the Escrow Deposit Agreement, if any, in substantially the forms previously used by the City in connection with the issuance of Waterworks and Sewer System revenue bonds, with such changes as the executing officers shall approve (their execution to be conclusive evidence of such approval) are hereby approved and the execution and delivery of one or more Purchase Contracts, Continuing Disclosure Undertakings and the Escrow Deposit Agreements on behalf of the City are hereby authorized and directed. Such documents shall be executed on behalf of the City by the Mayor and attested by the Clerk.

**Section 6.02. Approval of Preliminary Official Statements; Authorization of Official Statements.** City Council hereby authorizes the Mayor and the Chairman of the Commissioners to approve Preliminary Official Statements and to ratify the use of such Preliminary Official Statements by the Underwriter in connection with the offering of any Series of Bonds by the Underwriters. City Council hereby authorizes the preparation and distribution of the Official Statements with respect to each such Series of Bonds. Final Official Statements shall be approved on behalf of the City by the Mayor, such approval to be evidenced by the Mayor's execution of the Official Statement, which execution is hereby authorized.

**Section 6.03. Information Report.** Each of the Chairman, the Chief Executive Officer and the Chief Financial Officer of the Commissioners is hereby authorized to execute, deliver and file such information reports with respect to any tax exempt Series of Bonds, on Form 8038-G or such other form as may be prescribed by the United States Department of Treasury, as shall be required or desirable in order to comply with Section 149(e) of the Code.

**Section 6.04. Other Instruments and Actions.** In order to secure the Series of Bonds and in order to effect the issuance and delivery of the Series of Bonds and to give full effect to the intent and meaning of this Series Ordinance and the agreements and actions herein authorized, the Mayor and the Clerk are hereby authorized to execute and deliver such certificates, showings, instruments and agreements and to take such further action as the Mayor shall deem necessary or desirable.

## **ARTICLE VII**

### **MISCELLANEOUS**

**Section 7.01. Severability.** If any one or more of the covenants or agreements provided in this Series Ordinance on the part of the City or the Trustee to be performed should be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements, and shall in no way affect the validity of the other provisions of this Series Ordinance.

**Section 7.02. Table of Contents and Section Headings Not Controlling.** The Table of Contents and the Headings of the several Articles and Sections of this Series Ordinance have been prepared for convenience of reference only and shall not control, affect the meaning of, or be taken as an interpretation of any provision of this Series Ordinance.

**Section 7.03. No Broker Confirmations.** Broker confirmations of investments are not required to be issued by the Trustee for each month in which a monthly statement is rendered by the Trustee.

**DONE, RATIFIED AND ENACTED** this 24<sup>th</sup> day of March, 2020.

CITY OF CHARLESTON, SOUTH CAROLINA

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Clerk

First Reading: March 10, 2020

Second and Third Readings: March 24, 2020

**EXHIBIT "A"**

**(FORM OF SERIES BOND)  
(FACE OF BOND)**

**CITY OF CHARLESTON, SOUTH CAROLINA,  
WATERWORKS AND SEWER SYSTEM [REFUNDING  
AND CAPITAL IMPROVEMENT] REVENUE BONDS,  
[TAXABLE] SERIES 2020[A/B]**

NO. \_\_\_\_\_

<b>INTEREST RATE</b>	<b>MATURITY DATE</b>	<b>ISSUE DATE</b>	<b>CUSIP</b>
	January 1, _____	_____ 1, 202_	

**REGISTERED HOLDER:**

**PRINCIPAL AMOUNT:** \_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

The **CITY OF CHARLESTON, SOUTH CAROLINA** (the "City"), acknowledges itself indebted and for value received hereby promises to pay, solely from the sources and as hereinafter provided, to the Registered Holder named above or registered assigns, the Principal Amount set forth above on the Maturity Date stated above, unless this Bond be subject to redemption and shall have been redeemed prior thereto as hereinafter provided, upon presentation and surrender of this Bond at the corporate trust office of The Bank of New York Mellon Trust Company, N.A. (the "**Trustee**") in the City of East Syracuse, State of New York, and to pay interest on such principal amount at the annual Interest Rate stated above (calculated on the basis of a 360-day year of twelve 30-day months) from the later of \_\_\_\_\_ 1, 202\_, or the date to which interest has been paid immediately preceding the authentication date hereof, unless the authentication date hereof is a \_\_\_\_\_ 1 or \_\_\_\_\_ 1, in which event this Bond will bear interest from the earlier of such authentication date or the date to which interest has last been paid; provided that if the City shall fail to pay interest on \_\_\_\_\_ 1, 202\_, then this Bond will bear interest from \_\_\_\_\_ 1, 202\_. Interest on this Bond is payable on \_\_\_\_\_ 1 and \_\_\_\_\_ 1 of each year beginning \_\_\_\_\_ 1, 202\_, at which time interest for \_\_\_\_\_ months will be due. The interest so payable on any \_\_\_\_\_ 1 or \_\_\_\_\_ 1 will be paid to the person in whose name this Bond is registered at the close of business on the \_\_\_\_\_ 15 or \_\_\_\_\_ 15 immediately preceding such \_\_\_\_\_ 1 or \_\_\_\_\_ 1 (the "**Record Date**") by check or draft mailed at the times provided herein from the office of the Trustee to the person in whose name this Bond is registered on the Record Date at the address shown on the registration books, provided that, at the request of the Registered Holder of \$1,000,000 or more in aggregate principal amount of Bonds, such payments shall be made by wire transfer to an account within the continental United States as such Registered Holder shall designate in writing to the Trustee on or before the Record Date. The principal of, redemption premium, if any, and interest on this Bond are payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been duly executed by the Registrar.

This Bond is one of a Series of Bonds in the aggregate principal amount of \$ \_\_\_\_\_ (the "**Series 2020 Bonds**") of like tenor, except as to number, rate of interest, date of maturity and redemption provisions, issued pursuant to and in accordance with the Constitution and statutes of the State of South

Carolina (the "State"), including particularly Chapter 17 of Title 6, Code of Laws of South Carolina 1976, as amended, an ordinance duly adopted by the City Council of the City of Charleston, South Carolina ("City Council") on October 24, 1984 (the "Bond Ordinance"), an ordinance duly adopted by the City Council on March 24, 2020 (the "Series Ordinance") and a resolution duly adopted by the Commissioners of Public Works (the "Commissioners") of the City of Charleston on March 24, 2020 (the "Series Resolution") (the Bond Ordinance and the Series Ordinance are hereinafter collectively referred to as the "Ordinances") for the purpose of providing funds necessary to defray the cost of construction improvements to the waterworks and sewer system of the City (the "System") and to refund certain outstanding bonds of the System secured by a pledge of System revenues.

Certain capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Ordinances and Series Resolution. Certified copies of the Ordinances and Series Resolution are on file in the office of the Trustee and in the office of the Clerk of Court for Charleston County, South Carolina.

Both the principal of and interest on this Bond, as the same shall become due, are payable solely from the revenues derived from the operation of the System. This Bond shall not in any event constitute an indebtedness of the City within the meaning of any provision, limitation or restriction of the Constitution or statutes of the State. The City is not obligated to pay this Bond, or the interest hereon, save and except from revenues derived from the operation of the System.

For the payment of the principal of and interest on this Bond and the Series of which it forms a part, there are hereby irrevocably pledged the Gross Revenues of the System which shall remain after paying the cost of operation and maintenance of the System. This Bond and the Series of which it forms a part are on a parity with the outstanding \_\_\_\_\_. The Bond Ordinance authorizes the issuance of additional bonds on a parity with the \_\_\_\_\_, which, when issued in accordance with the provisions of the Bond Ordinance, will rank equally and be on a parity therewith. The \_\_\_\_\_ and any such additional parity bonds are hereinafter referred to collectively as the "Bonds."

The Commissioners have covenanted to continuously operate and maintain the System and fix and maintain such rates for the services and facilities furnished by the System as shall at all times be sufficient (a) to provide for the punctual payment of the principal of and interest on the Bonds and all Junior Lien Bonds, (b) to maintain the Debt Service Reserve Fund in the manner therein prescribed, (c) to provide for the payment of the expenses of the administration and operation and such expenses for maintenance of the System as may be necessary to preserve the same in good repair and working order, (d) to build and maintain a reserve for depreciation of the System, for contingencies and for improvements, betterments and extensions to the System other than those necessary to maintain the same in good repair and working order, and (e) to discharge all obligations imposed by the Enabling Act and the Ordinances.

This Bond and the interest hereon are exempt from all State, county, municipal, school district, and all other taxes or assessments imposed within the State, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate or transfer taxes.

This Bond is transferable, as provided in the Bond Ordinance, only upon the registration books of the City kept for that purpose by the Holder hereof in person or by his duly authorized attorney, upon (a) surrender of this Bond and an assignment with a written instrument of transfer satisfactory to the Trustee or the other Registrar, as the case may be, duly executed by the Holder hereof or his duly authorized attorney and (b) payment of the charges, if any, prescribed in the Bond Ordinance. Thereupon a new Bond or Bonds of the same Series, aggregate principal amount, maturity and interest rate shall be issued to the transferee in exchange therefor as provided in the Bond Ordinance. The Commissioners, the Trustee and

the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or redemption price hereof and interest due hereon and for all other purposes.

For every exchange or transfer of this Bond the Commissioners, the Trustee or Registrar, as the case may be, may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer.

The Series 2020 Bonds maturing January 1, 20\_\_, and thereafter, are subject to redemption prior to maturity, at the option of the Commissioners, on and after \_\_\_\_\_ 1, \_\_\_\_, in whole or in part at any time (but if in part, in such order of maturities as shall be determined by the Commissioners) at par plus interest accrued to the redemption date.

The Series 2020 Bonds maturing on January 1, 20\_\_, are subject to mandatory sinking fund redemption commencing \_\_\_\_\_ 1, \_\_\_\_, and will be redeemed (to the extent not previously redeemed), at one hundred percent (100%) of the principal amount, plus interest accrued to the redemption date, on \_\_\_\_\_ 1 of each of the following years in the respective principal amounts for each year specified below:

<u>Year</u>	<u>Amount</u>
-------------	---------------

The amount of the mandatory sinking fund redemption prescribed above for the Series 2020 Bonds of any maturity shall be reduced to the extent Series 2020 Bonds of such maturity have been purchased by the Commissioners or redeemed by the Commissioners pursuant to the optional redemption provisions set forth above, in such manner as the Commissioners shall direct, or, absent such direction, on a *pro rata* basis.

If less than all of any maturity of the Series 2020 Bonds are to be redeemed, the particular Series 2020 Bonds or portions of Series 2020 Bonds to be redeemed shall be selected by the Trustee by lot. Series 2020 Bonds in a denomination of more than \$5,000 may be redeemed in part from time to time in one or more units of \$5,000 in the manner provided in the Bond Ordinance.

If any of the Series 2020 Bonds, or portions thereof, are called for redemption, the Trustee will give notice to the Holders of any such Series 2020 Bonds to be redeemed, in the name of the City and the Commissioners, of the redemption of such Series 2020 Bonds, or portions thereof, which notice will specify the Bonds to be redeemed, the redemption date and the place or places where amounts due upon such redemption will be payable and, if less than all of the Series 2020 Bonds are to be redeemed, the numbers of such Series 2020 Bonds so to be redeemed, and, in the case of Series 2020 Bonds to be redeemed in part only, such notice will also specify the respective portions of the principal amount thereof to be redeemed. Such notice will be given by mailing a copy of the redemption notice by first class mail at least 30 days prior to the date fixed for redemption to the Holder of each Series 2020 Bond to be redeemed, at the address shown on the registration books; provided, however, that the failure to give such notice by mail, or any defect in the notice mailed to the Holder of any Series 2020 Bond, shall not affect the validity of the proceedings for the redemption of any other Series 2020 Bond. Provided funds for their redemption are on deposit with the Trustee, all Series 2020 Bonds so called for redemption will cease to bear interest on the specified redemption date.

It is hereby certified and recited that all conditions, acts and things required by the Constitution and statutes of the State to exist, be performed or happen precedent to or in the issuance of this Bond, exist, have been performed and have happened and that the amount of this Bond, together with all other indebtedness of the City, does not exceed any limit prescribed by such Constitution or statutes.

**IN WITNESS WHEREOF, THE CITY OF CHARLESTON, SOUTH CAROLINA,** has caused this Bond to be signed by the signature of its Mayor, its corporate seal to be reproduced hereon and the same to be attested by the signature of the Clerk of the City Council of the City of Charleston, South Carolina.

**CITY OF CHARLESTON, SOUTH CAROLINA**

*(SEAL)*

By \_\_\_\_\_  
Mayor, City of Charleston, South Carolina

Attest:

By \_\_\_\_\_  
Clerk, City Council of the City of Charleston,  
South Carolina

**CERTIFICATE OF AUTHENTICATION**

This Bond is one of the Bonds of the Series described in the within mentioned Ordinances and Series Resolution.

By: **THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A.,** as Trustee

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Authorized Officer

Authentication Date:

**ASSIGNMENT**

**FOR VALUE RECEIVED** the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ (please print or type name and address of Transferee and Social Security or other identifying number of Transferee) the within Bond and all rights and title thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Date: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
\_\_\_\_\_

NOTICE: Signature must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program. The signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

**STATE OF SOUTH CAROLINA**

**COUNTY OF CHARLESTON**

I, the undersigned, Clerk of the City Council of the City of Charleston, South Carolina ("City Council"), **DO HEREBY CERTIFY:**

That the foregoing constitutes a true, correct and verbatim copy of an Ordinance adopted by City Council. The Ordinance was read at two public meetings of City Council on two separate days. An interval of at least six days occurred between each reading. At each meeting, a quorum of City Council was present and remaining present throughout the meeting.

The Ordinance is now in full force and effect.

**IN WITNESS WHEREOF**, I have hereunto set my Hand this \_\_\_\_ day of March, 2020.

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Clerk, City Council of the City of Charleston, South  
Carolina