

MINUTES OF BUDGET AND CONTROL BOARD MEETING

MARCH 25 1976

The Budget and Control Board met at 2:30 p. m. on March 25, 1976, in the conference room of the Governor's office with the following members in attendance.

Governor James B. Edwards  
Mr. Grady L. Patterson, Jr.  
Mr. Henry Mills  
Senator Rembert C. Dennis

Representative F. Julian LeMond was absent.

Also in attendance was Mr. W. T. Putnam.

The following business was conducted.

MINUTES OF PREVIOUS MEETINGS - Board members unanimously approved a motion by Mr. Patterson, seconded by Mr. Mills, approving, as written, the minutes of the Budget and Control Board meetings of March 2, March 8, and March 9, 1976.

DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL - RENEGOTIATION OF NUCLEAR AGREEMENT - Dr. Lamar E. Priester, Jr., Deputy Commissioner of the Department of Health and Environmental Control, appeared before the Board along with Mr. Bruce Johnson, President of Chem-Nuclear Systems, Inc., to discuss the terms of a new contract for the funding of a perpetual maintenance agreement between the State and Chem-Nuclear Systems, Inc.

The proposed agreement provides for a continuation of the lease by the State of a Barnwell County site to the lessee, Chem-Nuclear Systems, Inc., and for the payment of sixteen cents for each cubic foot of radioactive waste buried at the site by the lessee. These payments, under the terms of the proposed agreement, would be added to the escrow fund previously established to provide for the perpetual care of wastes buried at the site. 258  
Dr. Priester assured the Board that the proposed agreement is in the State's

interest.

Board members unanimously approved a motion by Mr. Patterson, seconded by Senator Dennis, that the Board take the proposed agreement under advisement.

Data pertaining to this matter has been retained in these files and is identified as Exhibit I.

CIVIL CONTINGENT FUND REQUEST - ATTORNEY GENERAL'S OFFICE -

Attorney General Daniel McLeod appeared before the Board to stress the need for the requested transfer of \$10,000 from the Civil Contingent Fund to his office to cover costs involved in preparing the State's defense in the case challenging the use of the National Teachers' Examination for teacher certification purposes. Superintendent of Education Cyril Busbee also appeared before the Board to review the current status of the case.

Board members unanimously approved a motion by Senator Dennis, seconded by Mr. Patterson, approving the requested transfer of \$10,000 from the Civil Contingent Fund to the Attorney General's office for this purpose.

Mr. Putnam commented on the general problem of expenses incurred by employees of various State agencies who are called upon by the Attorney General's office to serve as expert witnesses in cases like the challenge of the use of the NTE in teacher certification.

Board members unanimously approved a motion by Mr. Patterson, seconded by Mr. Mills, that the Board advise the agencies that, insofar as feasible, each agency should be responsible for the expenses of its own employees who may be called upon to serve as expert witnesses by the Attorney General's office.

Data pertaining to this matter has been retained in these files and is identified as Exhibit II.

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UNDERWATER SALVAGE OPERATIONS - Mr. William E. Scheele, Director

of the State Museum and Dr. Robert Stephenson, Director, and Alan B. Albright underwater archeologist, of the Institute of Archeology, appeared before the Board to continue a discussion of the proposal to establish rules and regulations pertaining to underwater salvage operations. The situation, which was discussed at length, focused on a need to clarify the regulation of the recovery of paleontological or fossil materials from the waters of the State. Proposed legislation to accomplish this clarification is being drafted by the staff of the Institute.

During the course of the detailed review of this subject, the current status of the pending application of Mr. Wade Quattlebaum for a permit authorizing him to recover fossil materials also was discussed at length.

After this discussion, on a motion by Senator Dennis, seconded by Mr. Mills, the Board voted, by a two to one majority, to deny the pending application by Mr. Quattlebaum.

The Board agreed to a proposal by Governor Edwards to establish a select committee of scientists from the fields of underwater archeology and salvage to advise the Board on future policies in this field.

Data pertaining to this matter has been retained in these files and is identified as Exhibit III.

GENERAL SERVICES DIVISION - Mr. Furman McEachern appeared before the Budget and Control Board to discuss the following items of business.

AUTO LIABILITY INSURANCE - With approval of the Board, the American Southern Insurance Company issued a policy to cover certain vehicles owned by the State and its political subdivisions. After meeting with Insurance Commissioner John Lindsay, who had raised questions about the coverage, the General Services Division agreed to stop the loss of the Company when incurred losses and loss expenses equal the total premium paid excluding overhead and agent fees. The agreement reached with the Company

also provides that, if the Fund is required to pay losses, the Company will reimburse the Fund in periods when the loss experience is less than one hundred percent. Any additional payments would be borne by the Insurance Fund and not charged back to the agencies.

Board members unanimously approved a motion by Senator Dennis, seconded by Mr. Patterson, to approve the agreement limiting the loss of the Company as described above.

PURCHASE OF PRINTING EQUIPMENT FOR FRANCIS MARION COLLEGE -

Francis Marion College has requested approval of the purchase of two printing-related items which the College considers essential.

Without objection, Board members approved the purchase by Francis Marion College of an IBM Electronic Selectric Composer at an approximate cost of \$8,500 and a Standard Bindfast II at an approximate cost of \$2,150.

RIGHT-OF-WAY EASEMENTS - CRANE CREEK SEWER PROJECT -

Board members had approved the State's participation in this project on December 23, 1975. A condition in the contract approved by the Board requires the assignment of certain right-of-way easements to the City of Columbia. The two agencies involved, the Department of Corrections and the Department of Mental Health, have agreed to provide the right-of-way required.

Without objection, Board members approved the assignment of the required right-of-way to the City of Columbia.

Board members unanimously agreed to seek a change in the legislation which now requires that all Board members sign documents such as this one granting the easements.

Data pertaining to this matter has been retained in these files and is identified as Exhibit IV.

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STATE DEVELOPMENT BOARD - FOREIGN TRAVEL - Without objection,

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STATE DEVELOPMENT BOARD - FOREIGN TRAVEL - Without objection,

Board members approved the request by Mr. F. Earl Ellis, acting Director of the State Development Board, for permission for the following individuals to travel to the mid-east during late April and early May, 1976, to conduct a trade mission.

Caleb Whitaker  
Robert Whitaker  
Dr. Edward L. Proctor

Data pertaining to this matter has been retained in these files and is identified as Exhibit V.

CIVIL CONTINGENT FUND - REWARD PAYMENTS - Without objection, Board members approved requests for authority to expend \$5,000 from the Civil Contingent Fund to pay the reward offered for the apprehension of criminals involved in a Greenville case and to pay the reward of \$5,000 offered in a Hartsville case, if and when such payment becomes necessary.

STATE ETHICS COMMISSION - CHARGES FOR COPIES - Without objection, Board members approved the request of Mr. Gary R. Baker, of the State Ethics Commission, for authority to levy a \$2.00 fee for each copy of a particular file the Commission is asked to provide.

Data pertaining to this matter has been retained in these files and is identified as Exhibit VI.

DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL - EXTENSION OF EMPLOYMENT - Without objection, Board members approved the request of Dr. E. Kenneth Aycock that Mrs. Leatrice B. Hartnett, a nurse who will become seventy-two years of age on July 1, 1976, be permitted to work for an additional year with the Charleston County Health Department.

Data pertaining to this matter has been retained in these files and is identified as Exhibit VII.

BUDGET AND CONTROL BOARD MEETING - Board members unanimously agreed to hold the next regular Budget and Control Board meeting at 2:30 p. m. on Tuesday, April 6, 1976.

ADDENDUM TO AGENDA - Board members unanimously approved a motion

by Mr. Mills, seconded by Mr. Patterson, to consider the following additional items.

WILDLIFE AND MARINE RESOURCES DEPARTMENT - Without objection, Board members agreed to take under advisement a request from the Wildlife and Marine Resources Department that it be permitted to accept credit card payments for subscriptions to the Department's magazine.

CIVIL CONTINGENT FUND - DEPARTMENT OF AGRICULTURE - Without objection, Board members approved a request by the Department of Agriculture for a transfer of \$5,000 from the Civil Contingent Fund to pay for the repair of a heavy weight scale inspection truck.

Data pertaining to this matter has been retained in these files and is identified as Exhibit VIII.

MEDICAL UNIVERSITY - NEW POSITION - Board members unanimously approved a motion by Mr. Patterson, seconded by Mr. Mills, approving the request by Dr. William H. Knisley, President of the Medical University, for permission to establish a position of Assistant to the President for Campus Planning, Development and Institutional Research at a salary of \$35,000.

Information pertaining to this matter has been retained in these files and is identified as Exhibit IX.

MEDICAL UNIVERSITY - FOREIGN TRAVEL - Board members unanimously approved a motion by Mr. Patterson, seconded by Mr. Mills, approving a request by the Medical University for permission for Dr. Myron Spector, Assistant Professor of Dental Medicine, to travel to Davos, Switzerland to present a paper at the International Symposium on Urolithiasis Research.

Data pertaining to this matter has been retained in these files and is identified as Exhibit X.

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SECRETARY'S NOTE: Board members were advised that all additional

items of business concerned either personnel or contractual matters. They, therefore, unanimously agreed to continue the meeting in Executive Session.

SUMMARY OF LEASE ARRANGEMENT

- Preamble: Identifies parties as the State of South Carolina, County of Barnwell, as the lessor and Chem-Nuclear Systems, Inc., as the lessee.
- Section 1. Identifies the property to be considered.
- Section 2. Assigns the terms of the lease as 99 years @ \$50.00 per annum paid to the Budget and Control Board.
- Section 3. Requires non-assignment of lease by lessee without consent of the State.
- Section 4. Requires that lessee not sublet any part without written consent of lessor.
- Section 5. Demands that lessee operate said premises subject to all applicable laws, rules and regulation of federal and state.
- Section 6. Allows the State to enter to insure health and safety to public and employees.
- Section 7. Establishes a fund for perpetual surveillance and maintenance. Such fund shall be 16 cents per cubic foot of waste buried, subject to increase every 3 years. The money will be deposited in and by the State Treasury to accrue interest so that when and if the site is vacated this state's liabilities are insured.
- Section 8. Allows for renegotiation of the lease if the current use is economically precluded by changes in regulation and declares the sovereignty of the State.
- Section 9. Assigns a method to resolve disputes by arbitration.
- Section 10. Sets the general conditions requiring arbitration.
- Section 11. Identifies parties to be involved and the manner in which communications between lessor parties and the lessee are to be conducted.
- Section 12. Terminates the existing lease agreement negotiated April 21, 1971.
- Section 13. Requires lessee to provide all hazard and fire insurance.

LEASE AGREEMENT PROPOSAL  
PERTAINING TO CHEM-NUCLEAR  
LOW LEVEL BURIAL FACILITY

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

BUREAU OF RADIOLOGICAL HEALTH

MARCH, 1976

LEASE AGREEMENT PROPOSAL

CHRONOLOGY OF TRANSACTING BETWEEN THE  
STATE OF SOUTH CAROLINA AND CHEM-  
NUCLEAR SYSTEMS, INC. AND OTHER  
EVENTS RELATED TO CHEM-NUCLEAR'S  
OPERATIONS

November 6, 1969

Radioactive Materials License Number 097 was issued authorizing Chem-Nuclear to receive, possess, store, and transfer packaged radioactive materials.

January 21, 1970

An agreement was executed which established an escrow account, the purpose of which was to indemnify the State for any costs incurred with respect to the above-ground storage of radioactive wastes and chemical wastes. An initial deposit of \$2,500.00 of legal securities was made to the escrow account.

April 13, 1971

Amendment Number 03 was issued to the licensee authorizing on-site burial of radioactive material. (Amendments 01 & 02 are not important to the present discussion.)

April 21, 1971

Chem-Nuclear conveyed a 17.2 acre tract of property (shown on Figure 1) to the State. This conveyance was made to comply with regulatory requirements which state that property whereupon radioactive wastes are

buried, must be owned by the State or Federal government. The State subsequently leased the conveyed tract to Chem-Nuclear for a term of ninety-nine years to be used as a radioactive waste burial site. An agreement was executed simultaneously with the lease which provided for establishment of an escrow account with the State's Budget and Control Board. This escrow account was established to defray the costs which the State may incur whenever the burial site reverts to State ownership. The account was initially funded by a deposit of \$20,000. Subsequent deposits were to be made quarterly at the rate of \$0.08 per cubic foot of waste buried. Indemnity for costs incurred by the State resulting from perpetual maintenance and care was limited to this escrow account plus the worth of the residuary estate in the conveyed tract. The \$0.08 charge per cubic foot of buried waste was to be renegotiable every five years. The \$2,500. worth of legal securities deposited pursuant to the January 21, 1970, agreement was refunded together with the entire January 21, 1970, escrow account.

October 25, 1973

Chem-Nuclear proposed to exchange an 18.478 acre tract for the front 8.6 acres of the tract conveyed to the State in April, 1971. Additionally, Chem-Nuclear desired a refund of the initial \$20,000 escrow account deposit on the basis that the quarterly deposits were adequate to defray any potential State expenditures. The exchange was proposed due to improvements made on the front 8.6 acres which made waste burial thereon impossible.

November 6, 1973

The proposed exchange of October 25, 1973, was effected (see Figure 1 to identify the exchanged property).

February 6, 1974

The Department of Health and Environmental Control approved the refunding of the initial deposit of \$20,000 to the escrow fund established pursuant to the April 21, 1971, agreement. Such was refunded by the Budget and Control Board subsequently.

December, 1974

The study commissioned by the State to perform an economic analysis of the funding arrangements for maintenance, surveillance, and contingency costs associated with burial of low-level radioactive waste in South Carolina was completed by Clemson University. The important recommendations of this study were:

1. The fee levied on each cubic foot of radiological waste material buried at the Barnwell site be increased from \$0.08 to \$0.14 as soon as possible.
2. The licensee be required to post an eighteen year declining term performance bond to protect the State against default by the licensee, with that bond equal to \$1.6 million in 1975 and declining by no more than \$90,000 in any year.
3. That the licensee be declared in default and the performance bond forfeited should it cease operations at the Barnwell site for any reason prior to June 30, 1995.

Subsequent to the December, 1974, Study

Following the Clemson studies, representatives of the State and Chem-Nuclear Systems, Inc. have conducted several meetings and had many conversations related to revising the April 21, 1971, agreement. The general consensus is that the study's proposed performance bond is impracticable in terms of protection of the State's interest and cost to Chem-Nuclear. Further, it should be noted that the original agreement did not encompass any such liability upon the part of Chem-Nuclear.

Following comprehensive negotiations, representatives of the State Department of Health and Environmental Control and Chem-Nuclear Systems, Inc. drafted a proposed lease (see attached copy). This lease is proposed to replace the April 21, 1971, lease and agreement. A conveyance of most of the properties at the Barnwell site to the State is to be made by Chem-Nuclear in conjunction with this lease (see attached Figure II to identify the property to be conveyed). The important provisions of the lease and conveyance, and the reasons for such include:

1. The conveyance is designed to protect the State from early termination of operations by Chem-Nuclear or financial difficulties incurred by them. In the event either were to occur, the State could lease the site to another operator to assure continued operation with the resulting increase in the escrow account.
2. The agreement calls for \$0.16 per cubic foot of waste buried contribution to the established escrow account. The additional \$0.02 beyond the study proposed would offset inadequacies resulting from the failure to revise the agreement immediately after the study's completion and from early consumption of available burial site

volume. Early consumption would require the State to initiate maintenance earlier than calculated thereby incurring expenses that would deplete the escrow account before it achieves the desired level of funding.

3. The lease provides for increasing the per cubic foot charge pursuant to a "cost of living" index thereby avoiding the problem of renegotiating the agreement periodically.
4. The lease provides an arbitration provision to settle disagreements that may arise.

#### Miscellaneous Information

The conveyance of real property to the State by Chem-Nuclear will result in removing the realty from the tax base of Barnwell County. Chem-Nuclear's real property taxes for 1975 were approximately \$107.00. To evaluate the future impact of the proposed conveyance, the following factors should be considered.

1. The current property valuation for tax purposes is not realistic. Assessment based upon market value and property use is pending. Reassessment will result in a substantial increase in valuation.
2. Pursuant to law, Chem-Nuclear will of necessity be required to convey the property to the State at some time as the State must own the property whereupon low-level waste is buried. Thus, realistically the property included in the Barnwell County tax base will decline from the present approximately 210 acres to zero in fifteen to twenty years. The reserved twenty plus acres plus the office structure will remain in the County's tax base.

3. The possibility of a payment in lieu of taxes may resolve any disagreements.

Personnel from the Bureau of Radiological Health performed an audit of burial records covering the period from operations commencement through June, 1975. The result of such audit indicated a cumulative error of only 100 cubic feet of waste between that reported and that buried. Payments to the escrow account through the fourth quarter of 1975 from Chem-Nuclear totaled \$169,970.50. Interest earned by this account is not known by the Department of Health and Environmental Control.

#### Submittal

With this background and update, the Department of Health and Environmental Control through its Bureau of Radiological Health and Chem-Nuclear Systems, Inc. present the attached proposed lease agreement for consideration and possible approval by the State Budget and Control Board.

SB:bo  
BRH/DHEC  
3-22-76

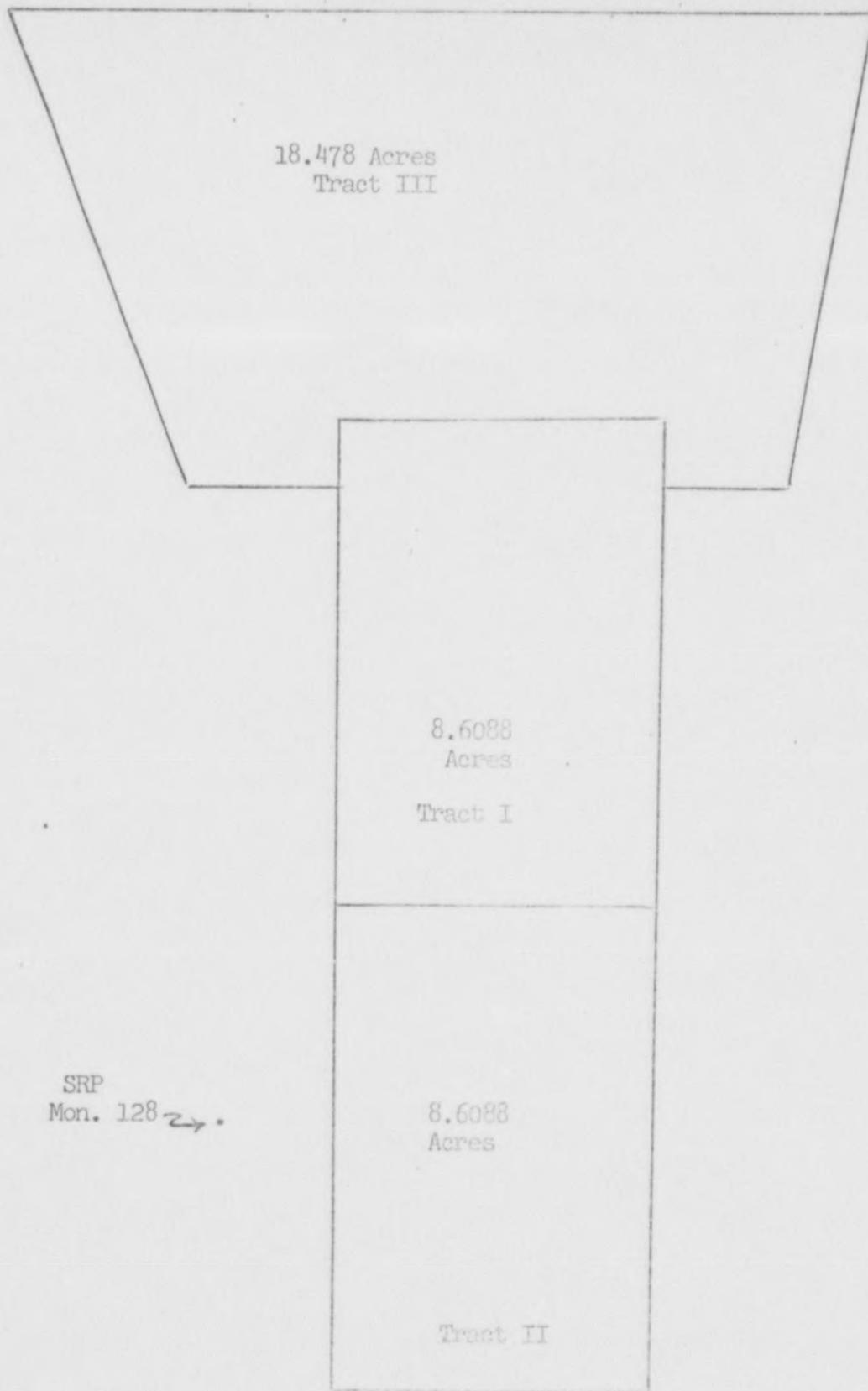
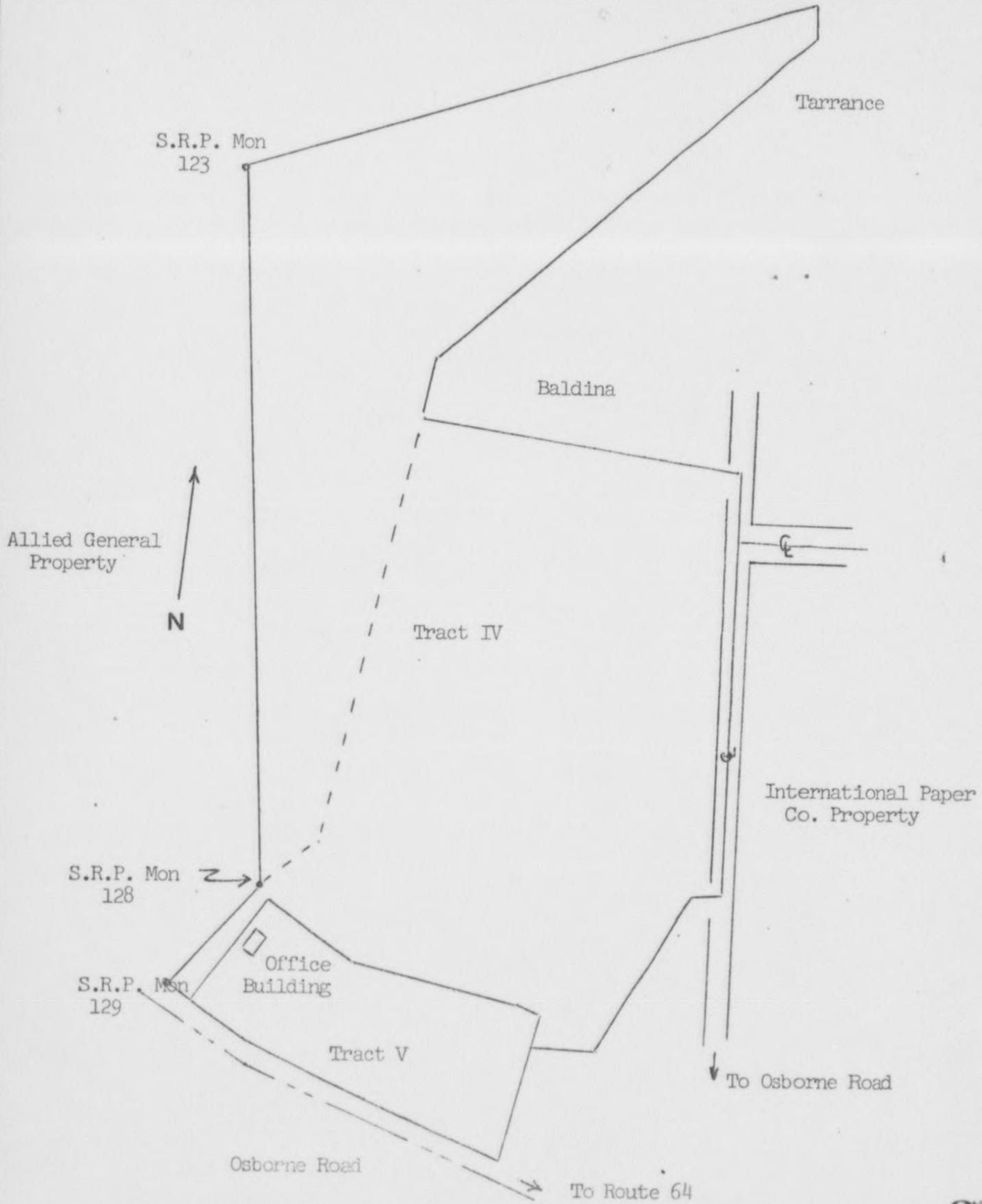


Figure I  
Tract I & II were originally conveyed to State on April 21, 1971.  
Tract II was exchanged for Tract III on November 6, 1973.  
Tract I & III are thus presently owned by the State.

Scale - 1" = 250'

International Paper Co.  
Property



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Figure II

Tract IV to be conveyed to state if proposal acceptable (except for contained portion already owned by State). Tract V will be excepted by Chem-Nuclear.

STATE OF SOUTH CAROLINA        )  
  )     ss.   LEASE AGREEMENT  
COUNTY OF BARNWELL            )

This lease agreement made and entered into, in duplicate, this \_\_\_\_\_ day of \_\_\_\_\_, by and between the State of South Carolina, acting through the State Budget and Control Board, hereinafter called the Lessor, and Chem-Nuclear Systems, Inc., hereinafter called the Lessee, a corporation duly organized and existing under the laws of the State of Washington, and, heretofore, on August 4, 1969, was authorized to do business in the State of South Carolina, having its registered office in Barnwell, South Carolina, and authorized to engage in the business of storing and disposing of radioactive wastes and materials by Radioactive Material License Number 097 issued by the South Carolina Department of Health and Environmental Control.

WHEREAS, Lessor, by and through the State Budget and Control Board, has determined that a facility for the storage and disposition of radioactive wastes should be opened in the State of South Carolina to assist in the development of the peaceful benefits of nuclear energy in the State; and

WHEREAS, Lessee has procured and caused to be conveyed to the Lessor the real estate hereinafter described, which real estate is hereinafter referred to as the "Site;"

NOW, THEREFORE, in consideration of the payments reserved herein and the mutual covenants made by the parties, it is agreed as follows:

WITNESSETH

1. That the said Lessor for and in consideration of the rents, covenants and agreements of the Lessee, as hereinafter set forth, does hereby rent, lease, and demise unto the said Lessee the following described premises:

All that certain piece, parcel or tract of land, with improvements thereon, situate, lying and being in Barnwell County, State of South Carolina, as shown on plat prepared by J. J. Foy, R.L.S., dated January 7, 1976, and, according to said plat, having the following metes and bounds, to-wit: Beginning at a point located on the North side of South Carolina Road S-6-53 at SRO Monument No. 129 and running thence North 38 degrees 15 minutes East for a distance of 669.5 feet to a point; thence North 38 degrees 15 minutes East for a distance of 20.5 feet to SRO Monument No. 128; thence North 10 degrees 10 minutes West for a distance of 4132.43 feet to SRO Monument No. 123; thence North 65 degrees 43 minutes East for a distance of 1303.73 feet to an iron pipe; thence North 66 degrees 18 minutes East for a distance of 1508.67 feet to an iron pipe; thence North 58 degrees 22 minutes East for a distance of 82.42 feet; thence South 05 degrees 35 minutes East for a distance of 99.87 feet to an iron pipe; thence South 38 degrees 08 minutes West for a distance of 2516.94 feet to an iron pipe; thence South 02 degrees 24 minutes West for a distance of 344.45 feet to an iron pipe; thence South 88 degrees 06 minutes East for a distance of 1811.86 feet to a pipe; thence South 04 degrees 09 minutes East for a distance of 2443.68 feet; thence North 86 degrees 23 minutes West for a distance of 168.6 feet to an iron pipe; thence South 27 degrees 29 minutes West for a distance of 1063.01 feet; thence North 84 degrees 49 minutes West for a distance of 308.67 feet; thence North 07 degrees 22 minutes East for a distance of 159.94 feet; thence North 76 degrees 05 minutes West for a distance of 223.58 feet to an iron pipe; thence North 84 degrees 08 minutes West for a distance of 614.75 feet to a point; thence North 64 degrees 06 minutes West for a distance of 570.31 feet; thence South 39 degrees 39 minutes West for a distance of 283.45 feet; thence South 27 degrees 22 minutes West for a distance of 363.95 feet to a point; thence North 70 degrees 46 minutes West for a distance of 98.66 feet to a point thence North 68 degrees 47 minutes West for a distance of 41.62 feet to the point of beginning, being SRO Monument No. 129.

Together with all the rights, privileges and appurtenances thereunto belonging.

2. To Have and to Hold the said premises hereby demised unto the said Lessee, its successors and assigns, for a period of ninety-nine years, commencing on the \_\_\_\_\_ day of \_\_\_\_\_, and to terminate on the \_\_\_\_\_ day of \_\_\_\_\_, unless sooner terminated in accordance with the terms of this lease, at a yearly rental of \$50.00 per year, the first annual payment being due and payable upon execution of this lease, receipt of which is hereby acknowledged, and succeeding payments to be payable annually within ten days after the anniversary date of this lease. The rental

payments shall be payable in lawful money of the United States at the principal office of the State Budget and Control Board, or as otherwise designated in writing by the Lessor.

3. The Lessee agrees that this lease shall not be assigned without the Lessor's written consent, which consent will not be unreasonably withheld. This lease may be assigned to a wholly owned subsidiary of the Lessee organized under the laws of the State of South Carolina. The State of South Carolina, specifically the Budget and Control Board and the Department of Health and Environmental Control, must be notified prior to any assignment.

4. The Lessee agrees that it will not without the written consent of the Lessor, which consent will not be unreasonably withheld, sublet the premises or any part thereof or permit the use of the premises by any party other than the Lessee or a wholly owned subsidiary of the Lessee organized under the laws of the State of South Carolina. The State of South Carolina, specifically the Budget and Control Board and the Department of Health and Environmental Control, must be notified prior to any sublease.

5. The Lessee covenants and agrees that it will use the leased premises in all respects in accordance with the laws of the United States Government, the laws of the State of South Carolina, and also in accordance with the requirements specified in South Carolina Radioactive Material License Number 097 and all amendments thereto. It is expressly understood that the Lessee shall comply with all requirements of the United States Nuclear Regulatory Commission, and the State of South Carolina, and applicable laws and rules as the same are promulgated and amended from time to time.

6. The Lessor or any person authorized by it shall at all times have access to the leased premises for all reasonable purposes including, without limitation, the protection of the health and safety of the public or of the employees, personnel, or contractors of the Lessee, for taking readings

and samples to facilitate research and taking readings or samples to gain information needed for the Lessor's promotion of nuclear industrial development, and for inspecting the premises and determining if the Lessee is complying with the obligations imposed by this lease.

7. The Lessee understands that the storage and burial of radioactive wastes requires perpetual surveillance and maintenance, and so long as it occupies the site, the Lessee will undertake all surveillance and maintenance as required by all applicable laws, regulations, and licensing requirements for the protection of the public health and safety. The Lessee further understands that if for any reason at any time the Lessee should default or fail to comply with the terms of its license or for any reason withdraw from the premises, the Lessor would be required to assume surveillance and maintenance obligations and pay the surveillance and maintenance costs. The Lessee, therefore, covenants and agrees to pay to the Lessor, at quarterly intervals, the sum of 16 cents for each cubic foot of radioactive waste buried at the Site during the preceding quarter. Said sum shall be increased every three years on the anniversary date of this lease in accordance with the following formula:

In accordance with the Consumer Price Index for all items for the "South" region as published by the Department of Labor in the Current Labor Statistics - Monthly Labor Review utilizing the March, 1976 index as the base.

The parties expressly agree hereby that upon expiration or earlier termination of this lease, all materials buried at the Site prior to such expiration or termination shall remain so buried and shall be thereupon owned by and the sole and exclusive responsibility of Lessor, its successors or assigns. The parties also recognize that the escrow fund set up by the parties pursuant to agreement dated April 21, 1971, for perpetual care of the waste buried at the Site shall continue to be maintained and the payments made pursuant to this paragraph shall be added to such fund. Interest earned upon said fund shall accrue to the fund. In order for the Lessor to determine the proper payments

of the Lessee, the Lessor shall have access to and the right to examine any pertinent books, documents, papers, accounts and records of the Lessee involving operations on the leased premises. Lessee further covenants to surrender all receipt and burial records to Lessor five (5) years after the ending of the fiscal or calendar year to which the records pertain or within one (1) year after vacating the Site. Surrendered records will be made available at the request of Lessee.

8. The Lessee will not, without the Lessor's consent, violate any of the terms and conditions of this Lease, will not violate the terms of authorizing licenses issued by the South Carolina Department of Health and Environmental Control and the Nuclear Regulatory Commission or any other appropriate authority, will not use any part of the lease premises in a manner not in compliance with the covenants and purposes of this lease, or will not fail to comply with any applicable laws, regulations, and ordinances of the United States and the State of South Carolina. If such violations, misuse, or non-compliance occurs, the Lessor shall have the right, upon giving the Lessee a reasonable time in which to effect good compliance and sixty days written notice of its intention to terminate this lease, re-enter and take possession of the premises, and lease the Site to a third party, at the option of the Lessor. However, in the event of changes in the laws or regulations applicable to the Site for disposal of radioactive waste which makes such continued operation by Lessee impossible or economically unfeasible, ceasing to use the Site for its present purpose and using the Site for another reasonable purpose shall not be considered a violation, misuse or noncompliance with this Lease; provided, however, in the event that changes in the applicable laws and/or regulations make continued operation economically impossible or unfeasible, prior to the use of the Site for any other reasonable purpose by the Lessee, the Lessor and the Lessee herein, shall enter into such agreements or amended agreements to be negotiated and agreed upon between the Lessor and the Lessee, as will insure the continuation of the escrow account

and perpetual care fund established April 21, 1971, and continued pursuant to paragraph 7 of this lease agreement.

Neither this Lease, nor any terms thereof, shall operate to restrain the Lessor, when acting in its capacity as Sovereign of the State of South Carolina, from fulfilling its responsibilities as Sovereign, including but not limited to a determination on the part of the Sovereign that a public emergency exists and that immediate State action is necessary.

In the event of condemnation of the Site, the fair market value of the Site shall be determined as the value of the highest and best use for such property, including, but not limited to, the use of the Site for disposal of radioactive waste and the Lessee shall be entitled to the portion of any condemnation award allocable to the use of the Site during the remaining term of this lease.

9. The Lessee agrees that the Lessor's failure to insist upon the strict performance of any provision of this lease, failure to exercise any right based upon a breach thereof, or the acceptance by the Lessor of any rent during such breach shall not waive any of the Lessor's rights under this lease.

In the event of any dispute between the parties with respect to any of the terms or provisions of this lease or alleged violations thereof, such disputes shall be submitted to arbitration by a disinterested person to be known as the Arbitrator, who shall be appointed as follows:

Either party may give written notice to the other of a dispute, briefly describing it and requesting arbitration thereof. Each shall, within ten (10) days after receiving such notice, appoint in writing one disinterested party and these disinterested parties as appointed, shall, within ten (10) days of their appointment, choose the Arbitrator, who shall determine the matters in dispute forthwith; the award or determination as made by the Arbitrator

shall be final and binding upon the parties hereto respectively and their respective successors or assigns.

10. The matter of whether any alleged violation of this Lease is substantial enough to warrant its termination under the provisions of paragraph 8 hereof shall be a proper subject for decision by the Arbitrator as described above. In the event that the Arbitrator concludes termination of this Lease would be warranted under the facts of the matter, Lessee shall have a reasonable time after the Arbitrator's decision to effect good faith compliance prior to sending of the sixty days written notice of intent to terminate this lease. The Arbitrator shall specify the items at issue on which good faith compliance is necessary to avoid termination and a reasonable time for such compliance.

11. Any notices, demands, requests, consents, approvals, and/or other communications which may be or are required to be given by either party to the other under this Lease shall be in writing and shall be deemed to have been sufficiently given for all purposes when delivered or mailed by certified mail, postage prepaid. Notices to the Lessor shall be given by mailing to the Budget and Control Board, 205 Wade Hampton Office Building, Columbia, South Carolina 29201 and to the Department of Health and Environmental Control, 2600 Bull Street, Columbia, South Carolina 29201. Notices to the Lessee shall be given by mailing to Chem-Nuclear Systems, Inc., Post Office Box 1866, Bellevue, Washington 98009.

12. Execution of this Lease by Lessor and Lessee shall terminate and replace any presently existing Lease between the parties related to the premises described herein and shall terminate and replace that certain agreement between the parties dated April 21, 1971, under which an escrow fund for perpetual care of waste buried at the Site was established.

13. That the Lessee shall provide all hazard and fire insurance at its own proper expense on all outbuildings, fixtures and other personal

property situate on the leased premises, with loss payable provisions in favor of the Lessee. The proceeds from any hazard or fire insurance shall be used by the Lessee to replace all or so much of said outbuildings, fixtures or other personal property as may be economically reasonable and feasible.

IN WITNESS WHEREOF, the parties hereto have executed these presents, in duplicate, the day and year first above written.

Signed, sealed and delivered in the presence of:

STATE BUDGET AND CONTROL BOARD OF SOUTH CAROLINA LESSOR,

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

CHEM-NUCLEAR SYSTEMS, INC. LESSEE

By \_\_\_\_\_

STATE OF SOUTH CAROLINA )  
COUNTY OF )

PERSONALLY appeared before me \_\_\_\_\_ who, in oath, says that \_\_\_he saw the within-named State Budget and Control Board of South Carolina by \_\_\_\_\_ its \_\_\_\_\_ sign the within Lease Agreement, and the said Corporation by said officer, seal said Lease Agreement, and, as its act and deed, deliver the same, and that he with \_\_\_\_\_ witnessed the execution thereof.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 1976.

\_\_\_\_\_(SEAL)  
Notary Public for South Carolina

My Commission Expires:\_\_\_\_\_.

STATE OF )  
 )  
COUNTY OF )

PERSONALLY appeared before me \_\_\_\_\_  
who, in oath, says that \_\_\_he saw the within-named Chem-Nuclear Systems,  
Inc., by \_\_\_\_\_ its \_\_\_\_\_  
sign the within Lease Agreement, and the said Corporation, by said officer,  
seal said Agreement, and, as its act and deed, deliver the same, and that  
\_\_\_he with \_\_\_\_\_ witnessed the execution thereof.

\_\_\_\_\_

Sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 1976.

\_\_\_\_\_(SEAL)  
Notary Public for

My Commission Expires:\_\_\_\_\_.

MEMORANDUM

EXHIBIT II  
MAR 25 1976

TO: State Budget and Control Board

FROM: Hardwick Stuart, Jr.  
Assistant Attorney General

DATE: February 2, 1976

RE: Need for Additional Funds to Defend  
NTE Suit

Additional funds from the State Contingency Fund may be needed to support the State's defense of the uses of the National Teachers Examination (NTE) for teacher certification and State aid, plus retirement. The estimated costs is \$10,000. This figure is based on the cost of \$5,000 expended by the State of North Carolina in its defense of a similar suit. The additional \$5,000 is needed to develop several defenses not utilized or developed in the North Carolina suit: (1) the Federal government's own use of the NTE and adoption of South Carolina certification requirements, (2) relevant job market, (3) education and training, and (4) business necessity.

We have sufficient information to believe that the Federal government uses the NTE for both employment and salary; that any racial disparity is a result of the relevant job market or education and training; that the present uses of the NTE are the only alternatives presently available. The additional funds are to be used for acquiring testimony of an independent testing expert to back up the validity study already made by Educational Testing Service; for deposing the superintendents of dependent schools at the three Federal military installations in South Carolina which have adopted State certification requirements for their teachers and have even greater disparity than the State generally; for deposing the Department of Defense and Civil Service Commission relative to their testing and employment procedures, especially for teachers; and for deposing the superintendent of the Washington, D. C., schools regarding the relevant job market in the Nation's Capital which is still under the exclusive legislative control of the United States Congress. These additional funds would also be used to pay the travel and per diem of experts from other State agencies needed to assist us in our defense, such as State Personnel, State Department of Education, and State Employment Security Commission.

In light of the amount of relief sought by the Plaintiffs (both retroactively and prospectively), the sum already spent to validate the NTE, and the potential success of these defenses, these additional funds may be needed to properly defend this litigation on behalf of the State.

EXHIBIT COPIES  
MAR 25, 1976

# South Carolina Museum Commission

803/758-8197  
1023 Woodrow Street  
Columbia, South Carolina 29205

Governor James B. Edwards  
State of South Carolina  
Columbia, South Carolina 29201

Dear Governor Edwards:

At your request and that of the Budget and Control Board, I wrote to nineteen individuals representing Museums, Colleges and Universities, and State Agencies regarding the control of fossil salvage on state property.

To date, I have received those replies that are enclosed here as Xerox copies. The letters are basically in favor of salvage control except on public beaches, such as Edisto. This area of collecting is not in need of controls and seems to be a valid exception.

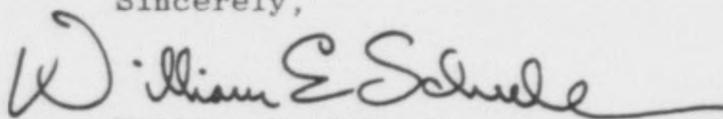
I am disappointed that we do not have 100% replies, but I expect that this lack is a reflection of the fact that paleontology is not taught in most schools and there is no such department in any College or University in South Carolina. Rather than delay any longer waiting for further responses, I am sending copies of all that are on hand.

I am deeply concerned to learn that Mr. Quattlebaum has continued to collect fossils without interruption. He now employs five full-time divers. I am informed that he is selling all forms of fossils, not merely sharks' teeth. I am also informed that he has fastened hooks to his boat bottoms so that his divers can hide their bagged loot if an officer is aboard seeking to evaluate his activities and collected materials.

All of this is terribly discouraging for other divers; they are threatening to disregard the law and refuse to make monthly reports of their discoveries. I would appreciate the opportunity to bring two or three qualified divers who represent a view different from that of Quattlebaum's to a Budget and Control Board meeting. These men are as anxious as we are to have a ruling made by the Board and a legal effort made to restore order to this field.

South Carolina is losing its fossil heritage, literally by the ton, to one greedy man who is deliberately racing to clean out the rivers before the law cracks down on him.

Sincerely,



William E. Scheele  
Director

March 9, 1976

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Guy F. Lipscomb, Columbia, *Chairman* / Charles W. Coker, Hartsville / Mrs. Ridgeway Hall, Beaufort  
Ambrose G. Hampton, Jr., M.D., Columbia / Mrs. Richard M. Jefferies, Jr., Barnwell / Arthur Magill, Mauldin  
Marvin D. Trapp, Sumter / Leo F. Twiggs, Ed.D., Orangeburg / William E. Scheele, Columbia, *Director*

Those entities contacted for responses on the assumption that their mission or students would bring them in contact with fossil collections:

Charleston Museum  
Rock Hill Museum  
Florence Museum  
Columbia Museum- verbal affirmative response  
USC Geology Museum  
USC Biology Department  
Greenwood Museum- no response  
Converse College Biology Department  
Converse College Physics Department - collector  
Wofford College  
Erskine College  
Baptist College at Charleston  
Clemson University  
Furman University  
The Citadel  
Parks, Recreation, & Tourism  
Wildlife and Marine Resources  
State Geologist- no response  
Institute of Archeology and Anthropology- verbal affirmative response



UNIVERSITY OF SOUTH CAROLINA

COLUMBIA, S. C. 29208

L. L. SMITH GEOLOGY MUSEUM

February 25, 1976

Office of the Curator

Mr. William E. Scheele, Director  
South Carolina Museum Commission  
1023 Woodrow Street  
Columbia, South Carolina 29205

Dear Mr. Scheele:

It is important that fossil materials from the subaqueous domains of South Carolina be recovered in the most organized, yet reasonable, manner possible. Little study and few publications have been devoted to our vertebrate fossil history. The chance to see what did live in this area, via the natural concentrations of bones and teeth in our rivers and littoral environments, could greatly enhance this sparse information. This state-supported museum would be most interested in preparing collections and making studies of this kind. To this end, this curator has received instructions in scuba diving.

It would seem that any state-supported institution of higher learning, or other legitimate research-oriented institution should be able to collect information and fossils from within the South Carolina borders. Licensing for this purpose should be left to some unbiased board. This museum would not entertain the idea of turning over a fair share, i. e. 25%, of the finds to a given state agency since the entire 100% would already be going to this state agency, which even now is a repository for such materials and makes loans of them.

Licensing could be in two forms. A research or professional license could be granted to qualified institutions or salvage operations. A regular report of findings, e. g. annual report, could be submitted to one place or agency. This information could be kept confidential prior to the licensee's publication should they desire this. A time limit could be imposed here. The state agency in command could certainly claim 25% of any salvage operation sponsored strictly for profit.

A second license for certified sport divers could be granted without these accountability restrictions. This would not discourage sport divers who are often responsible for significant finds. A list of professional agencies interested in their findings could be furnished to the diver along with the license.

I sincerely hope the legalities will be equitably resolved.

Sincerely,  
*Richard Dayvault*  
Richard Dayvault, Curator

# FLORENCE MUSEUM

February 24, 1976

Dr. William E. Scheele, Director  
South Carolina State Museum  
South Carolina Museum Commission  
1023 Woodrow Street  
Columbia SC 29205

Dear Dr. Scheele:

I am very much in favor of control regarding fossil collecting by either amateurs or professionals on State property in South Carolina, for the following cogent reasons:

1. In some thirty-five years of experience at the American Museum in New York, N.Y.; San Antonio, Texas; and San Diego, California, I have seen too much professional collection which has disregarded the proper use of the collected material and the sharing of it with other agencies and -- in the amateur field -- much too much damage to sites and specimens due to ignorance of the material being collected. I have also seen commercial interests come in and sift and sieve out sharks' teeth for re-sale in museum and novelty shops, breaking up other important and pertinent material which has been cast aside without regard for the stratum in which it was found, making it utterly worthless to future collectors with legitimate purposes.
2. The Museum Commission will be able to keep accurate records of the salvaged material and -- most important -- make it available to the museums of the state for research and exhibit purposes. One of the functions of a capable State Museum is to assist the state-wide museums with supplementary materials and the Commission and the State Museum will best be qualified to perform this function.
3. The preservation of the records of our prehistoric history involves paleontology as well as archaeology and is just as important. We cannot force our conservation ideas on owners of private property (although setting a good example would be salutary) but we can guarantee that prehistoric material on State property is protected and utilized to fullest advantage.

Paleontology of the State of South Carolina will be furthered and the work of the State museums advanced if the Commission and the State Museum are given the responsibility for the preservation of specimens found on State land.

558 Spruce Street Florence, South Carolina 29501 (803) 662-3351

Very truly yours,

*William A. Burns*

Dr. William A. Burns, Director

WAB/ae



Fred P. Brinkman  
Executive Director  
(803) 758-2566

January 5, 1976

Mr. William E. Scheele, Director  
South Carolina Museum Commission  
1023 Woodrow Street  
Columbia, South Carolina 29205

Dear ~~Mr. Scheele~~: *Bill*:

To further answer your letter of Dec. 8, 1975, we believe it would be quite appropriate for the Museum Commission to regulate the collection of paleontological material from land owned or controlled by the State.

Permission of the PRT Commission also would be required for the collection of such material from property within the State Park system. The State Code, Chapter 1.3, Section 51-76 gives the PRT Commission the power to promulgate for State Parks rules and regulations which shall have full force of law. The regulations now say that no one can...."disturb or remove....mineral formations or other natural features...." without permission of the PRT Commission.

To my knowledge, we have never received a request from anyone who wanted permission to look for paleontological material on state park property.

Should the Museum Commission and the Board establish the proposed procedure for regulating any future requests, we would be pleased to work with you.

My best wishes to you.

Sincerely,

Fred P. Brinkman  
Executive Director

FPB:dm

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Department of Geology  
Wofford College  
Spartanburg, S.C. 29301  
29 Jan. '76

Mr. Rudi E. Mancke  
Curator Natural History  
South Carolina Museum Commission  
1023 Woodrow Street  
Columbia, South Carolina 29205

Dear Rudi,

The Museum Commission has expressed concern for the need to preserve fossils that may be found in the state, and particularly those found on state land. Although I am not a paleontologist, and have very few students who might be engaged in making collections, I would like to add whatever support I can to your work.

Fossils are a depletable resource. Museum specimens must be preserved from destruction, and study collections must be complete, if we are to pass them on to succeeding generations. Here is an example of my own reason to be concerned about our tragic way of wasteful treatment of antiquities. Four years ago a paleoIndian soapstone quarry was discovered near Spartanburg. It consisted of a series of automobile sized boulders with bowl scars and a litter of perhaps, 100 bowl fragments broken during manufacture and discarded as much as 4,000 years ago. Today the site is part of a realestate development. No bowl fragments are left. The boulders still show scars from the quarrying that took place in paleoIndian times,

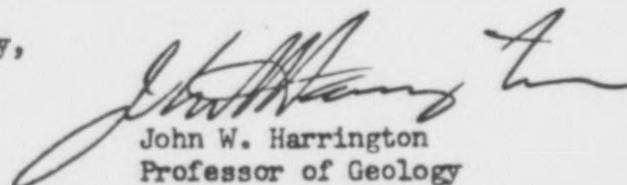
but unfortunately they also show the careless scratches made by vain-glorious pot hunters. The depletable resource has HAD IT!

South Carolina is a small state with a small population. Up to the present time there were few reasons for people to be concerned about their out of the way spots and their priceless heritage hidden beneath the leaves. All that has changed. There are more people now. They need more room. Houses are being built on land that was left untended since ancient times. The antiquities are being destroyed.

I urge you to help the State save these resources while we can. It does not matter whether we are talking about Indian artifacts, fossils, or wild life. They are all part of the "Wasness of the Is." They all deserve wise preservation. They are important now and they will be important to generations thousands of years in the future, if we have the vision to save them.

They attest to dignities more significant than dollars.

Sincerely,

  
John W. Harrington  
Professor of Geology

MUSEUM OF YORK COUNTY  
ROCK HILL, SOUTH CAROLINA 29730

January 28, 1976

Mr. William E. Sheele, Director  
South Carolina Museum Commission  
1023 Woodrow Street  
Columbia, South Carolina 29205

Dear Mr. Sheele:

It is with a great deal of interest that I have received your letter of January 20 concerning the question of archeological and paleontological materials. The efforts of this Museum and indeed any museum concerned with the natural areas has to be represented when the question of archeological or paleontological findings are concerned.

Keeping in mind that property rights are of extreme importance as regards the ownership of certain materials, understanding also that the efforts made by licensed and unlicensed collectors need to be rewarded since without their efforts many of the things in question would never have been brought to light, a proper prospective is still necessary insofar as the public's use of said material is concerned. It is with this in mind that I would make these recommendations to the Commission as a whole.

First, that a representative body of individuals within the State, who are involved in the evaluation and proper use and display of these types of materials, be empowered to follow up the licensing of collectors.

Secondly, that anyone who is doing collecting be required to have a license or be associated with a organization that is licensed to do this type of collecting.

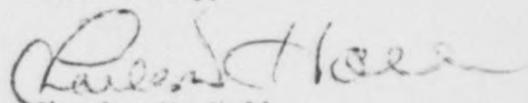
Third, that a value limit be placed on all artifacts found within the territorial lines of this state so as to allow a proper reward for the collecting individuals but also to disallow for the State having to pay for something which it technically already owns. To explain this further, an item could be evaluated, brought before a group embodied to act on its evaluation, supported by experienced advise and this group could then make some sort of judgement on the value. This would be done only in cases where items were extremely rare or so unique that their value to the State probably could not be determined in terms of dollars alone.

Mr. Sheele  
January 28, 1976  
Page 2

What all this says is that in certain instances the 25 per cent fair share which covers the archeological finds is adequate in most situations, but at some time or another, the possibility exists when a unique and special find should probably be dealt with in a different way, and technically I feel in the best interest of the people of South Carolina, that this should be legally provided for.

Thank you for the opportunity to respond. I look with much anticipation toward the continued development of the Commission and its value to the whole state.

Yours truly,

  
Charles W. Hall  
Director

CWH:sms



ERSKINE COLLEGE

DUE WEST, SOUTH CAROLINA 29639

February 10, 1976

DEPARTMENT OF BIOLOGY

Mr. William E. Scheele, Director  
South Carolina Museum Commission  
1023 Woodrow Street  
Columbia, South Carolina 29205

Dear Mr. Scheele,

This letter is written in reply to your request for comment on the South Carolina Museum Commission's interest in the regulation of fossil collecting in our state. I hope my response does not reach you too late to be of use.

It is my opinion that since materials such as these are usually of sporadic occurrence and are fragile and irreplaceable, the Museum Commission should be empowered to formulate all pertinent guidelines for the ownership, recovery, distribution and preservation of fossil materials discovered in South Carolina.

If a truly adequate effort is to be made to assure the preservation of these types of materials in South Carolina, regulations drafted by the Museum Commission should apply to materials taken on private as well as on public lands.

Proposed guidelines should be publicized and public hearings held on them before they become final.

I appreciate the opportunity you have extended to me for comment on this issue.

Sincerely,

*Ross C. Clark*

Dr. Ross C. Clark,  
Associate Professor and Chairman

DEPARTMENT OF BIOLOGY  
CONVERSE COLLEGE  
SPARTANBURG, S. C.  
29301

9 December 1975

Mr. William E. Scheele, Director  
South Carolina Museum  
1023 Woodrow Street  
Columbia, South Carolina 29205

Dear Mr. Scheele:

This is in reference to your letter of 8 December 1975, about my opinion on fossil collecting on State property. Thank you for asking, and also, it is good to hear from you again. Rudi Mancke has kept me posted on some of the events of late with the Museum, and I am pleased that things are viable. Keep up the good work!

I took the liberty to ask two colleagues how they felt about the fossil collecting matter since all three of us have collected fossils on State property. I refer to Professors Jerry Howe and Andy Howard of our chemistry and physics departments, respectively. Our collections are from Edisto Beach State Park, and we have done well down there.

Professor Howard's comments are attached.

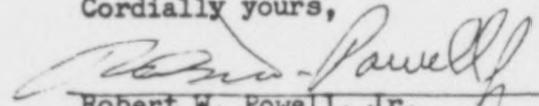
Dr. Howe feels that fossils do not deserve the same consideration as archeological artifacts, but he reminded me of the federal law which prohibits the private collection of vertebrates (fossil), but enforced only for intact skeletons. Further, Dr. Howe would exclude areas subject to tidal action.

All of us feel that beaches like Edisto Beach State Park should be excluded simply because the law could not be enforced, and beaches change with every tide. And we feel that all other collecting on State property should be carefully controlled. Personally, I would place equal protection on archeological and paleontological material.

I do, indeed, share your concern about protecting our antiquities, and I shall be most happy to help in any way that I can.

Drop by when you can.

Cordially yours,



Robert W. Powell, Jr.  
Chairman and Professor of Biology



UNIVERSITY OF SOUTH CAROLINA

COLUMBIA, S. C. 29208

INSTITUTE OF ARCHEOLOGY AND ANTHROPOLOGY

February 12, 1976

The Honorable James B. Edwards  
Governor of South Carolina  
P.O. Box 11,450  
Columbia, South Carolina 29211

Dear Governor Edwards:

I appreciated the opportunity of presenting my requests to the Budget and Control Board concerning the collection of paleontological specimens, especially shark's teeth, by licensed "Hobby" divers and the underwater archeological staff of the Institute of Archeology and Anthropology. The request as related to "Hobby" divers assumes large significance in view of the increase in the past two and one-half years of licensed divers in the State, up from four in July, 1973 to 90+ in January, 1976. These divers are licensed by the Institute of Archeology and Anthropology to recover, on a hobby basis only, historic and prehistoric man-made material. A requirement of the license is a monthly report. These reports greatly add to our knowledge of underwater archeological sites in South Carolina. This same information is needed for underwater paleontological sites and to permit licensed Hobby divers to report the fossil finds would greatly add to our knowledge of the State's past. These fossils are being recovered outside of the law because there is no practical method of recovering them within the law.

Specifically the Institute makes the following two requests:

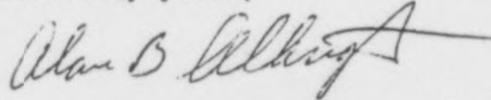
(1) The Institute seeks permission to include the licensed recovery of fossils, shark's teeth, within the framework of the present underwater archeological law, but only as it applies to individual divers operating under a Hobby License. This permission to remain in force only until the Budget and Control Board makes a final determination on the entire question of the collection of paleontological objects from underwater.

(2) The Institute seeks permission to recover fossils, shark's teeth etc., in the course of its regular underwater archeological activities. Fossils, shark's teeth etc., that are recovered will be turned over to the South Carolina Museum Commission.

The Honorable James B. Edwards  
February 12, 1976  
Page 2

An affirmative reply by the Budget and Control Board to the above two requests, especially the first, would defuse a potentially unpleasant situation considering the fact that the law officers of the Wildlife and Marine Resources Department will begin actively enforcing the law in the field this month.

Sincerely yours,



Alan B. Albright  
Underwater Archeologist

ABA:mls

cc: Mr. Grady L. Patterson, State Treasurer  
Mr. J. Henry Mills, Comptroller General  
Senator Rembert C. Dennis, Chairman, Senate Finance Committee  
Representative F. Julian LeMond, Chairman, House Ways and  
Means Committee  
✓ Mr. William E. Scheele, Director, S.C. Museum Commission  
Mr. Donald Herold, Director, The Charleston Museum

MUSEUM OF YORK COUNTY  
ROCK HILL, SOUTH CAROLINA 29730

January 28, 1976

Mr. William E. Sheele, Director  
South Carolina Museum Commission  
1023 Woodrow Street  
Columbia, South Carolina 29205

Dear Mr. Sheele:

*It is with a great deal of interest that I have received your letter of January 20 concerning the question of archeological and paleontological materials. The efforts of this Museum and indeed any museum concerned with the natural areas has to be represented when the question of archeological or paleontological findings are concerned.*

*Keeping in mind that property rights are of extreme importance as regards the ownership of certain materials, understanding also that the efforts made by licensed and unlicensed collectors need to be rewarded since without their efforts many of the things in question would never have been brought to light, a proper prospective is still necessary insofar as the public's use of said material is concerned. It is with this in mind that I would make these recommendations to the Commission as a whole.*

*First, that a representative body of individuals within the State, who are involved in the evaluation and proper use and display of these types of materials, be empowered to follow up the licensing of collectors.*

*Secondly, that anyone who is doing collecting be required to have a license or be associated with a organization that is licensed to do this type of collecting.*

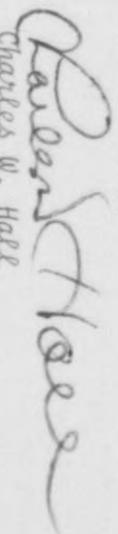
*Third, that a value limit be placed on all artifacts found within the territorial lines of this state so as to allow a proper reward for the collecting individuals but also to disallow for the State having to pay for something which it technically already owns. To explain this further, an item could be evaluated, brought before a group embodied to act on its evaluation, supported by experienced advise and this group could then make some sort of judgement on the value. This would be done only in cases where items were extremely rare or so unique that their value to the State probably could not be determined in terms of dollars alone.*

Mt. Sheele  
January 28, 1976  
Page 2

What all this says is that in certain instances the 25 per cent fair share which covers the archeological finds is adequate in most situations, but at some time or another, the possibility exists when a unique and special find should probably be dealt with in a different way, and technically I feel in the best interest of the people of South Carolina, that this should be legally provided for.

Thank you for the opportunity to respond. I look with much anticipation toward the continued development of the Commission and its value to the whole state.

Yours truly,

  
Charles W. Hall  
Director

CWH:sms

299-A

STATE BUDGET AND CONTROL BOARD  
DIVISION OF GENERAL SERVICES  
AGENDA

EXHIBIT IV  
copy  
MAR 25, 1976

March 25, 1976

I. Auto Liability Insurance

Recently, with approval of the Board, the American Southern Insurance Company issued a policy to cover certain vehicles owned by the State and its political subdivisions. Insurance Commissioner John Lindsay raised several questions about the coverage and recommended that we meet with him and representatives of the insurance company to discuss the liability and the company's ability to write the coverage.

It also developed that limits of liability could not be determined because of a lack of statistical information which can be accumulated only over a period of several years with insurance in force. Therefore, the Division agreed to stop the loss of the company when incurred losses and loss expenses equal the total premium paid (this does not include overhead or agent fees.) If the Fund is required to pay losses, the company will reimburse the Fund in periods when the loss experience is less than 100%. This proposal has been approved by Commissioner Lindsay.

It is recommended that the Board approve this action.

II. Purchase of Printing Equipment--Francis Marion College

Francis Marion College has requested authorization to purchase two printing related equipment items which they consider essential for the maintenance of effective service by their printing office. These are items they have planned to purchase for some time, but waited until the enrollment of the College made this equipment a real necessity.

A. IBM Electronic Selectric Composer at an approximate cost of \$8,500. This composer will reduce preparation time for publications by approximately fifty percent. It will permit one-time typing and serve the College as a "memory typewriter", permitting multiple copies of letters to be produced rapidly. It will reduce labor costs and increase the efficiency of their printing operation.

B. Standard Bindfast II at an approximate cost of \$2,150. This will permit binding of booklets, reports, brochures, and other printed materials constantly needed on a college campus. It will also permit efficient repairs of books and similar items to be accomplished quickly on campus.

It is recommended that the Board authorize purchase of these two items.

### III. Right-of-Way Easements--Crane Creek Sewer Project

Bids for the Crane Creek Basin sewer project will be received in early April. A condition in the contract, approved by the Board December 23, 1975 permitting the State to participate in this project, required assignment of right-of-way easements for the present State sewer line to the City of Columbia.

A. The easement assigning this right-of-way has been signed by William D. Leeke, Commissioner of the S. C. Department of Corrections. It is recommended that the Board approve this easement assigning the right-of-way to the City of Columbia.

B. A portion of the Crane Creek sewer project will cross lands wholly owned by the State of South Carolina in the name of the S. C. Department of Mental Health. The Department of Mental Health has agreed to provide the necessary right-of-way easement for this project. It is recommended that the Board approve this easement to the City of Columbia.

EXHIBIT #  
MAR 25 1976



STATE DEVELOPMENT BOARD

POST OFFICE BOX 927  
COLUMBIA, SOUTH CAROLINA 29202

XXXXXXXXXXXX  
DIRECTOR

March 5, 1976

TELEPHONE  
(803) 758-3145

The Honorable P. C. Smith  
State Auditor  
P. O. Box 11333  
Columbia, South Carolina 29211

Dear Pat:

Budget and Control Board permission is requested for a trip involving two of our staff members and one board member to participate in a Trade Mission to the Middle East which will be led by former Governor John West. The Mission, scheduled for April 17 through May 3, involves visits to Jordan, Kuwait and Saudi Arabia.

The staff members who will participate are: Caleb Whitaker, Manager of Business & International Development, and Robert Whitaker, Manager, Community and Rural Development; Dr. Edward L. Proctor will be the official representative of the Board.

Thank you for your consideration.

Sincerely,

F. Earl Ellis  
Deputy Director

FEE:trp

EXHIBIT I  
MAR 25 1976

STATE OF SOUTH CAROLINA  
STATE ETHICS COMMISSION  
Room 116, 1026 Sumter St.  
Columbia, S. C. 29201

Mr. Pat Smith  
State Auditor  
Secretary, State Budget and Control Board  
P. O. Box 11333  
Columbia, S. C. 29211

Dear Mr. Smith:

The State Ethics Commission, through Act No. 191 of 1975, is responsible for developing forms for reporting of economic interests by certain designated public officials and employees. The commission has responsibility for maintaining filed copies of these forms for public information.

The Commission voted during its meeting on Friday, March 19, 1976, to request a fee of \$2.00 for each individual requesting a copy of a particular file. This fee should recover a portion of the administrative costs of time and actual copying costs. This fee would prevent the availability of this public information on a demand basis which could open up a budget drain. While this fee would not necessarily cover all costs associated with providing a copy, it will provide a partial reimbursement and alleviate any undue copying demands.

There will be no charges associated with a person desiring to review an individual's file in the commission office.

We request the Budget and Control Board approval of this \$2.00 fee for copying charges per file.

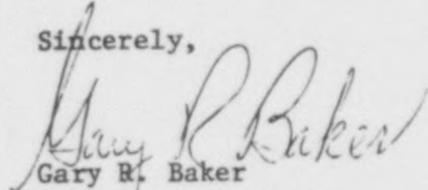
Sincerely,  
  
Gary R. Baker  
Executive Director



EXHIBIT VII  
cop-1  
ACL  
MAR 25 1976  
BOARD MEMBERS

Lachlan L. Hyatt, Chairman  
William M. Wilson, Vice-Chairman  
I. DeQuincey Newman, Secretary  
W. A. Barnette, Jr.  
Leonard W. Douglas, M.D.  
J. Lorin Mason, Jr., M.D.  
William C. Moore, Jr., D.M.D.

## SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

March 1, 1976

E. KENNETH AYCOCK, M.D., M.P.H., COMMISSIONER  
J. MARION SIMS BUILDING — 2600 BULL STREET  
COLUMBIA, SOUTH CAROLINA 29201

Mr. P. C. Smith, Secretary  
State Budget and Control Board  
State of South Carolina  
Post Office Box 11333  
Columbia, South Carolina 29211

Re: Mrs. Leatrice B. Hartnett  
Nurse III

Dear Mr. Smith:

Mrs. Leatrice B. Hartnett, whose 72nd birthday falls on July 1, 1976, requests permission to continue working for one more year with the Charleston County Health Department. Her supervisor and her co-workers concur that she is a productive member of that staff and are in accord that her continuing to serve for one more year will be a definite asset both for the state and for her.

We enclose a letter supporting her desire and ask that the Board give favorable consideration to this request.

Sincerely,

*E. Kenneth Aycock*  
E. Kenneth Aycock, M.D., M.P.H.  
Commissioner

EKA/ASA/s  
Enclosure

cc: Dr. Jacobs  
Mrs. Harker  
Mrs. Hartnett

*Arrive*



Charleston County Health Department  
334 Calhoun Street  
Charleston, South Carolina 29401

February 26, 1976

Dr. E. Kenneth Aycock, Commissioner  
Dept. of Health & Environmental Control  
2600 Bull Street  
Columbia, S. C. 29201

Dear Dr. Aycock:

Mrs. Leatrice Hartnett is known as the best "shot giver" in Charleston County. She has probably administered more immunizations than any person in the State of South Carolina.

Mrs. Hartnett has past the mandatory retirement age; however, she wishes to continue active, full-time employment. She is in good health and has proven able to out-perform many, much younger staff members.

It is deemed to be in the best interest of the agency that she be retained on active status; therefore, I request your approval to continue her employment for an additional year.

Sincerely,

Cecil F. Jacobs, M.D.  
Director

CFJ:dh

cc: Mrs. Harker  
Mrs. Hartnett

FEB 27 1976  
OFFICE OF  
COMMISSIONER

MAR 1 1976  
PERSONNEL  
DIVISION

305

EXHIBIT AGRICULTURE  
MAR 25 1976

State of South Carolina

# Department of Agriculture

WILLIAM L. HARRELSON  
COMMISSIONER

WADE HAMPTON OFFICE BUILDING  
P. O. BOX 11280  
COLUMBIA, S. C. 29211

February 11, 1976



Hon. F. Julian Lea Mond, Chairman  
Ways and Means Committee  
State House  
Columbia, South Carolina 29211

Dear Sir:

The Department finds itself in an emergency situation from the standpoint of checking truck or platform scales.

As you know, all of the grain produced and sold in South Carolina is now handled and weighed in trucks; a majority of the pulpwood produced and handled in the state is also weighed on truck scales; bulk fertilizer, poultry, livestock and every commodity sold in bulk is weighed on a platform scale. Our truck used for checking these scales is completely worn out. A new truck for this purpose would cost in excess of \$35,000. We find after checking around that replacing the motor in our old truck, we think we can get by for at least a couple of years. A new motor and labor to install it will cost \$5,500. Accordingly, this amount is requested immediately.

Our records reflect there are 1342 such scales in South Carolina. Of this number, 1085 have been checked on a regular basis and about 20.3 % were found to be incorrect. The following item by way of a supplemental request is made:

Item 3.

Regulatory Division  
Repairs

\$5,500.

Your cooperation in this matter will be greatly appreciated.

306

Yours very truly,

*William L. Harrelson*  
William L. Harrelson  
Commissioner of Agriculture

WLH:dmg



# Department of Agriculture

WILLIAM L. HARRELSON  
COMMISSIONER

WADE HAMPTON OFFICE BUILDING

P. O. BOX 11280

COLUMBIA, S. C. 29211

March 9, 1976

Mr. James H. Barnes  
State Purchasing Officer  
300 Gervais Street  
Columbia, South Carolina

Dear Mr. Barnes:

Supplementing our recent telephone conversations concerning repairs to one of our heavy duty test weighing truck units, we furnish additional information in the form of cost estimates by two qualified repair firms.

You will note that there is a considerable variance between these estimates which may be accounted for in part by the additional needs listed on the Gibbes Machinery Co. listing which are not reflected on the Burton Truck & Equipment Co. listing. Upon checking on these variances (denoted on the Gibbes listing by asterisks) with Burton they advise that a number of these items are included in the block assembly figure. Apparently even with addition of some overlooked needs not recorded on the Burton listing, it is not conceivable that Burton would reach the high estimate furnished by Gibbes, which, in addition, does not include labor or painting. It is possible that there may be items not included in either estimate such as towing to the repair location, etc.

In view of this bid comparison and the fact that two other qualified repair firms declined to submit a repair proposal, we assume that you will concur in our issuance of a repair order to Burton Truck and Equipment Company in the amount specified on their estimate, including noting of the addendum proviso regarding any additional repair requirements.

Performance under our Purchase Order will not begin, however, until we have received notice from the office of State Auditor that funds requested for these specific repairs have been made available.

COPY

Mr. James H. Barnes

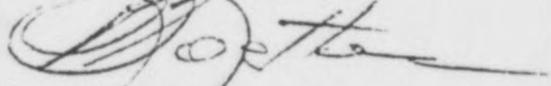
-2-

March 9, 1976

For any information needed on discussions with the bidding companies, please contact Mr. E. W. Ballentine of this Department.

Please advise if further is needed on this transaction.

Yours very truly,



Bernard Goettee  
Director of Finance

G:b  
Enclosures

COPY



FURMAN E. MCEACHERN, JR.  
DIRECTOR

STATE OF SOUTH CAROLINA  
DIVISION OF GENERAL SERVICES  
BUDGET AND CONTROL BOARD  
300 GERVAIS STREET  
COLUMBIA, S. C. 29201

JAMES H. BARNES  
STATE PURCHASING OFFICER  
PHONE: (803) 758-2531

March 15, 1976

Mr. Bernard Goette~~e~~  
Director of Finance  
Department of Agriculture  
Post Office Box 11280  
Columbia, South Carolina 29211

Dear Mr. Goette~~r~~

I have reviewed the price estimates you received concerning repairs to one of your heavy duty test weighing truck units and I concur with your decision to issue the order to Burton Truck and Equipment Company.

Please do not hesitate to call me if I can be of further assistance.

Very truly yours,

A handwritten signature in cursive script, appearing to read "James H. Barnes".

James H. Barnes  
State Purchasing Officer

jt

Enclosure

March 9, 1976

Mr. James H. Barnes  
State Purchasing Officer  
300 Gervais Street  
Columbia, South Carolina

Dear Mr. Barnes:

Supplementing our recent telephone conversations concerning repairs to one of our heavy duty test weighing truck units, we furnish additional information in the form of cost estimates by two qualified repair firms.

You will note that there is a considerable variance between these estimates which may be accounted for in part by the additional needs listed on the Gibbes Machinery Co. listing which are not reflected on the Burton Truck & Equipment Co. listing. Upon checking on these variances (denoted on the Gibbes listing by asterisks) with Burton they advise that a number of these items are included in the block assembly figure. Apparently even with addition of some overlooked needs not recorded on the Burton listing, it is not conceivable that Burton would reach the high estimate furnished by Gibbes, which, in addition, does not include labor or painting. It is possible that there may be items not included in either estimate such as towing to the repair location, etc.

In view of this bid comparison and the fact that two other qualified repair firms declined to submit a repair proposal, we assume that you will concur in our issuance of a repair order to Burton Truck and Equipment Company in the amount specified on their estimate, including noting of the addendum proviso regarding any additional repair requirements.

Performance under our Purchase Order will not begin, however, until we have received notice from the office of State Auditor that funds requested for these specific repairs have been made available.

Mr. James H. Barnes

-2-

March 9, 1976

For any information needed on discussions with the bidding companies, please contact Mr. E. W. Ballentine of this Department.

Please advise if further is needed on this transaction.

Yours very truly,

Bernard Goettee  
Director of Finance

G:b  
Enclosures

February 10, 1976

TO: Commissioner William L. Harrelson  
FROM: Eugene W. Ballentine  
Consumer Protection Division  
RE: Repair of heavy duty scale test truck

The Consumer Protection Division has been operating with only one heavy duty scale test truck for almost a year. Our second unit has been deadlined (or parked) for major repairs. We have hesitated to request the necessary money for these repairs -- hoping that this nine (9) year old vehicle might be replaced with a new unit. Recent quotations for a new unit were so expensive (about \$35,000) that we now feel we must repair our existing equipment.

During the last fiscal year we tested 1,085 heavy duty scales. A number of these tests were rechecks following a condemnation on the original test; of this, 20.3% were found to be incorrect. Errors in either direction prove costly to the buyer or seller. Using our present six (6) year old unit, we will not be able to maintain or improve this level of inspection in the future.

Virtually all Agricultural Commodities are sold by weight, computed on heavy duty scales. These commodities include timber, fertilizer, livestock, poultry and grain. Overseas shipments from our ports are very much dependent upon their scale determinations. All military installations own and operate scales of this type. They request an official test and approval by the South Carolina Department of Agriculture, Consumers Protection Division, annually.

We feel that approximately \$5,500 will be adequate to replace the engine and other worn components. Two units should allow us to check these scales every six to eight months; an interval we feel to be necessary to assure our buyers and sellers of accurate weighing.

The Consumer Protection Division has been operating with only one heavy duty scale truck for almost a year. Our second unit has been deadlined for major repairs. We have hesitated to request the necessary money for these repairs -- hoping that this nine year old vehicle might be replaced with a new unit. Recent quotations for a new unit were so expensive (about \$35,000) that we now feel we must repair our existing equipment.

During the last fiscal year, we tested 1,085 heavy duty scales. A number of these tests were rechecks following a condemnation on the original test; of this total 20.3% were found to be incorrect. Errors in either direction, over or under, will cause someone to suffer. <sup>could</sup> One unit will not allow us to maintain this level of inspections for the coming year.

Virtually, all agricultural commodities are sold by weight, computed by heavy duty scales. These commodities would include timber, fertilizer, livestock, poultry and grain. Overseas shipments from our ports are very much dependent upon their scale determinations. Military installations all own and operate scales of this type, which of necessity, must be tested with a weight unit available only through the Department of Agriculture's Consumer Protection Division.

We feel that approximately \$5500 will be adequate to replace the engine and other worn components. Two units should allow us to check these scales every six to eight months; an interval we feel to be necessary to assure our buyers and sellers of accurate weighing.

WILSON 242  
WINCHESTER

Phone 252-3544  
COLUMBIA, S. CAR. 29202

*2-16-76*

MEMORANDUM

ESTIMATE OF REPAIR COSTS

NAME A. C. Dept of Agriculture DATE 2-16-76  
ADDRESS \_\_\_\_\_ PHONE \_\_\_\_\_

BELOW IS OUR ESTIMATE TO REPAIR YOUR Heavy duty School Truck AUTOMOBILE

MODEL	LICENSE NO.	MOTOR NO.	SERIAL NO.	MILEAGE
VCD-190				

PARTS NECESSARY AND ESTIMATE OF LABOR REQUIRED		PAINT COST ESTIMATE	PARTS COST ESTIMATE	LABOR COST ESTIMATE
1-158173R94	Block Assembly		1,481.04	
1-304514C91	Bracket Set		20.22	
1-304516C91	Bracket Set		8.46	
1-145338R1	Insulator		2.19	
1-145336R1	Insulator		2.98	
1-967610R1	Seal		2.14	
2-185197R91	Thermostat @ 2.92		5.84	
1-133705R1	Flange		129.53	
8-133704R2	Valve @ 22.88		183.04	
8-133670R1	Guide @ 3.02		24.16	
8-133595R1	Guide @ 2.70		21.60	
16-133472R1	Spindle @ 1.26		20.16	
16-133473R1	Spindle @ 3.01		48.16	
16-133693R91	Pin @ 3.81		60.96	
2-133673R31	Wash @ 2.99		25.98	
1-400942C92	Work Sheet		180.92	
4-446723R1	U-bolts @ 6.95		27.80	
1-361764C1	Joint		3.37	
1-360700C1	Condenser		1.39	
8-UJ6	Clamp @ 9.5		7.60	
1-213445R1	Filter		2.78	
2-65529H	Insulator @ 2.00		4.00	
TAX				
TOTALS				311
PAINT, PARTS AND LABOR ESTIMATE GRAND TOTAL				

The above is an estimate based on our inspection and does not cover any additional parts or labor which may be required after the work has been opened up. Occasionally after the work has started, damaged or broken parts are discovered which are not evident on the first inspection. Because of this the above prices are not guaranteed.



Tractor Truck & Equipment Company  
 1015 Main Road P.O. Drawer 5  
 Phone 252-3644  
 COLUMBIA, S. CAR. 29202

Page 2

MEMORANDUM  
 ESTIMATE OF REPAIR COSTS

NAME \_\_\_\_\_ DATE \_\_\_\_\_  
 ADDRESS \_\_\_\_\_ PHONE \_\_\_\_\_

BELOW IS OUR ESTIMATE TO REPAIR YOUR \_\_\_\_\_ AUTOMOBILE

MODEL	LICENSE NO.	MOTOR NO.	SERIAL NO.	MILEAGE	
PARTS NECESSARY AND ESTIMATE OF LABOR REQUIRED					
			PAINT COST ESTIMATE	PARTS COST ESTIMATE	LABOR COST ESTIMATE
1-	149898R1	Adapter		15.00	
1-	150868R91	Oil Filter		7.63	
1-	133821R1	Habbit		1.28	
1-	149895R1	Disc		5.42	
1-	149604R2	Hose		4.37	
1-	862616R1	Hose		4.37	
2-	149615R2	Hose @ 1.22		3.76	
4-	145390R1	Watts @ 2.24		8.96	
1-	238451R91	Clutch		34.70	
1-	145627R11	Clutch		19.19	
2-	145609R2	Habbit @ 2.5		5.00	
1-	145610R2	Habbit		3.20	
1-	268574C1	Kator		1.56	
1-	877313R92	Clutch		4.59	
1-	996981R1	Disc		42.59	
1-	996274C1	Clutch		76.85	
1-	ST 629	Disc		13.85	
1-	ST 518	Disc		5.92	
13-	Gas. fuel		@ 90	11.70	
					315.1
		L.C. laborer			
		Labor to install block assembly			437.50
		" " reassemble cylinder heads			75.00
		Robotax repair			25.00
		Labor to overhaul & clean up & lubricate			37.50
		PAINT, PARTS AND LABOR ESTIMATE GRAND TOTAL			3203.90

The above is an estimate based on our inspection and does not cover any additional parts or labor which may be required after the work has been opened up. Occasionally after the work has started, damaged or broken parts are discovered which are not evident

MEMORANDUM  
 ESTIMATE OF REPAIR COSTS

NAME \_\_\_\_\_ DATE \_\_\_\_\_  
 ADDRESS \_\_\_\_\_ PHONE \_\_\_\_\_

BELOW IS OUR ESTIMATE TO REPAIR YOUR \_\_\_\_\_ AUTOMOBILE

MODEL	LICENSE NO.	MOTOR NO.	SERIAL NO.	MILEAGE	
Competition	Kenner + Jarrigan		Blue		
PARTS NECESSARY AND ESTIMATE OF LABOR REQUIRED			PAINT COST ESTIMATE	PARTS COST ESTIMATE	LABOR COST ESTIMATE
4- 124792-891	Buckings	@ 19.91		79 64	
2- 682363-291	Blower	@ 56.76		112 72	
8- 422214 -R1	Adapters	@ 3.81		30 42	
4- 124790 -892	Rollers	@ 21.20		87 20	
11- 124755 -R1	Sheet	@ 15.95		63 20	
8- 427654	nut	@ .90		7 20	
Total Parts				382 04	
L.C. Labor Cost				15 28	
Labor to match tires				275 00	
Total				772 32	
Inspection -					
Examination carried out on car					
To determine the cause of damage					
Inclusion since the bearing hit					
+ axle + labor to install					
None					
1-255399-091	Big kit			82 52	
1-136510 HA	Lock kit			1 81	
Bolt & nut seal				15 00	
1-77165KA	Clutch			21 34	
To repair linkage				125 00	
				945 67	
L.C. Labor Cost			TAX	9 80	316
Labor			TOTALS	125 00	
PAINT, PARTS AND LABOR ESTIMATE GRAND TOTAL			Total	280.47	

The above is an estimate based on our inspection and does not cover any additional parts or labor which may be required after the work has been opened up. Occasionally after the work has started, damaged or broken parts are discovered which are not evident on the first inspection. Because of this the above prices are not guaranteed.

INTERNATIONAL REGISTER

Truck & Truck Equipment Company  
 1001 Olive St. Phone 252-3544  
 COLUMBIA, S. CAR. 29202

4

MEMORANDUM  
 ESTIMATE OF REPAIR COSTS

NAME \_\_\_\_\_ DATE \_\_\_\_\_

ADDRESS \_\_\_\_\_ PHONE \_\_\_\_\_

BELOW IS OUR ESTIMATE TO REPAIR YOUR \_\_\_\_\_ AUTOMOBILE

MODEL	LICENSE NO.	MOTOR NO.	SERIAL NO.	MILEAGE	
PARTS NECESSARY AND ESTIMATE OF LABOR REQUIRED			PAINT COST ESTIMATE	PARTS COST ESTIMATE	LABOR COST ESTIMATE
In poor condition				225 00	
To paint truck bed				300 00	
To inspect & estimate				3203 90	
To truck body				172 32	
To get the motor to stop transmittal				573 47	
To get motor running				225 00	
To paint truck bed				1000 00	
Total				5591 69	
<p>Due to the nature of this repair, it is possible that additional parts &amp; labor could be required. We would advise to contact the customer &amp; advise of any additional charges prior to them being performed.</p>					
				TAX	317
				TOTALS	
PAINT, PARTS AND LABOR ESTIMATE GRAND TOTAL					

The above is an estimate based on our inspection and does not cover any additional parts or labor which may be required after the work has been opened up. Occasionally after the work has started, damaged or broken parts are discovered which are not evident on the first inspection. Because of this the above prices are not guaranteed.

INTERNATIONAL  
REGISTERED

Auto Truck Equipment Company  
COLUMBIA, S. CAR. 29202  
Phone 252-3644

4

### MEMORANDUM ESTIMATE OF REPAIR COSTS

NAME \_\_\_\_\_ DATE \_\_\_\_\_  
ADDRESS \_\_\_\_\_ PHONE \_\_\_\_\_

BELOW IS OUR ESTIMATE TO REPAIR YOUR \_\_\_\_\_ AUTOMOBILE

MODEL	LICENSE NO.	MOTOR NO.	SERIAL NO.	MILEAGE	
PARTS NEEDED AND ESTIMATE OF LABOR REQUIRED			PAINT COST ESTIMATE	PARTS COST ESTIMATE	LABOR COST ESTIMATE
No major oil condition					
Front of fender				225.00	
No paint truck bed				300.00	
Change estimate				3203.90	
No fenders replaced				172.32	
Oil filter needed to stop transmission					
oil out				275.47	
Tire on extreme wear				325.00	
No paint truck bed				1000.00	
Total				5291.69	
<p>Due to the nature of this repair  it is possible that additional parts &amp;  labor would be needed. It is our  policy to contact the customer regarding  any additional charges prior to their  being performed.</p>					
				TAX	317
				TOTALS	
PAINT, PARTS AND LABOR ESTIMATE GRAND TOTAL					

The above is an estimate based on our inspection and does not cover any additional parts or labor which may be required after the work has been opened up. Occasionally after the work has started, damaged or broken parts are discovered which are not evident on the first inspection. Because of this the above prices are not guaranteed.

EXHIBIT IX

MAR 25, 1976

Office of the President  
(803) 792-2211



## Medical University of South Carolina

80 BARRE STREET / CHARLESTON, SOUTH CAROLINA 29401

March 19, 1976

Mr. William T. Putnam  
Assistant State Auditor  
Post Office Box 11333  
Columbia, South Carolina 29211

Dear Mr. Putnam:

Permission is requested to establish a new unclassified position of Assistant to the President for Campus Planning, Development and Institutional Research at the Medical University of South Carolina at a salary of \$35,000.00 per annum.

Please find enclosed for your information a letter from Dr. Jack S. Mullins, Director of the State Personnel Division, recommending that this position be unclassified.

Your consideration and approval of this request will be greatly appreciated.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "W. H. Knisely".

William H. Knisely, Ph.D.  
President

WHK/fm

Enclosure

cc: Mr. John E. Wise

318



State of South Carolina  
BUDGET AND CONTROL BOARD  
PERSONNEL DIVISION  
1205 Pendleton Street  
Columbia, South Carolina 29201

Jack S. Mullins, Ph.D.  
Director

803-758-3334

March 15, 1976.

William H. Knisely, Ph.D.  
President  
Medical University of  
South Carolina  
80 Barre Street  
Charleston, South Carolina 29401

Dear Dr. Knisely:

My staff has completed the review of your recent request to establish a classified position to direct and oversee the facilities planning and institutional research programs at the Medical University.

It is the recommendation of my staff that this position be placed in an unclassified status. This conclusion was reached after discussions with members of your staff and a review of the duties assigned and a comparison with other similar positions within the state system. This decision and a brief analysis concerning it was communicated to Vice President Wise by members of my staff on March 9.

If further questions arise concerning this position, please feel free to call me.

Sincerely,

*Jack S. Mullins*  
Jack S. Mullins  
Director

JSM/gbc

cc: Mr. John E. Wise

3 319

DIRECTOR OF BUSINESS OPERATIONS  
(803) 792-3046

EXHIBIT F  
MAR 25 1976



## Medical University of South Carolina

80 BARRE STREET / CHARLESTON, SOUTH CAROLINA 29401

March 19, 1976

Mr. William T. Putnam  
Assistant State Auditor  
P. O. Box 11333  
Columbia, South Carolina 29211

Dear Mr. Putnam:

I have a request from Dr. Myron Spector, Assistant Professor in the College of Dental Medicine, to obtain approval for him to travel to Davos, Switzerland. The purpose of this trip is to present a paper at the International Symposium on Urolithiasis Research. The duration of the trip is from March 28, 1976 to April 4, 1976.

Dr. Spector has received all the required approval from the Medical University to make this trip subject to the approval of the Budget and Control Board.

As a matter of information, expenses incurred in connection with this travel will be funded from sources other than State appropriated.

Your consideration and approval of this foreign travel request will be appreciated.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "L. W. Michaelis".

L. W. Michaelis  
Director, Business Operations

LWM/slc

300