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Hurricane Preparedness

A PUBLICATION OF THE SOUTH CAROLINA DEPARTMENT OF CONSUMER AFFAIRS

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Did You Know That

Only the Governor can order a mandatory evacuation in preparation for the potential destruction that may be caused by a hurricane.

During a State of Emergency, only the Governor has the authority to issue an Executive Order.

Regulation 69-56 requires insurers to inform policy holders when there will be a change in their hurricane deductibles. It also clarifies how insurers should inform policy holders.



Philip S. Porter

With all of its natural resources and beauty, South Carolina remains quite vulnerable to the devastating effects of hurricanes. Far too often consumers make preparations for the storm at the last minute. Timely warnings have greatly diminished hurricane fatalities in the United States but property damage continues to mount. While there is little we can do about the hurricanes themselves. However, NOAA's National Hurricane Center and National Weather Service field offices team up with other federal, state, and local agencies; rescue and relief organizations; the private sector; and the news media in a huge warning and preparedness effort. This booklet is designed to provide information on what to do before, during and after the storm.

Test Your Hurricane I.Q.

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1. Hurricane season runs from:
 - a. June 1 - November 30
 - b. July 1 - September 1
 - c. August 15 - October 30
 - d. September 1 - November 30

2. Which elected official can order a mandatory evacuation in preparation for a hurricane?
 - a. Adjutant General
 - b. Governor
 - c. Secretary of State
 - d. Attorney General

3. A category 4 hurricane has sustained winds of
 - a. 111 - 130 miles per hour
 - b. 96 - 110 miles per hour
 - c. 131 - 155 miles per hour

Answers on page 9

Hurricane Action Checklist

Here is a list of the many things to consider before, during and after a hurricane. Some of the safety rules will make things easier for you during a hurricane. All are important and could help save your life and the lives of others.

Stay or Leave?

When a hurricane threatens your area, you will have to make the decision whether you should evacuate or whether you can ride out the storm in safety at home.



If local authorities recommend evacuation, you should leave! Their advice is based on knowledge of the strength of the storm and its potential for death and destruction.

In General:

- ✓ If you live on the coastline or offshore islands, plan to leave.
- ✓ If you live near a river or in a flood plain, plan to leave.
- ✓ If you live on high ground, away from coastal beaches, consider staying. In any case, the ultimate decision to stay or leave will be yours. Study the following list and carefully consider the factors involved especially the items pertaining to storm surge.
- ✓ At the beginning of hurricane season (June) make plans for action.
- ✓ Learn the storm surge history and elevation of your area.
- ✓ Learn safe routes inland.



- ✓ Learn location of official shelters.
- ✓ Determine whether to move your boat in an emergency.
- ✓ Trim back dead wood from trees.
- ✓ Check for loose rain gutters and down spouts.
- ✓ If shutters do not protect windows stock boards

When a Hurricane Watch is Issued for Your Area

- ✓ Check often for official bulletins on radio, TV or NOAA Weather Radio.
- ✓ Fuel car.
- ✓ Check mobile home tie-downs.
- ✓ Move small craft or move to safe shelter.
- ✓ Stock up on canned provisions.
- ✓ Check supplies of special medicines and drugs.
- ✓ Check batteries for radio and flashlights.
- ✓ Secure lawn furniture and other loose material outdoors. (pools are good for plastic furniture)
- ✓ Board or shutter windows to prevent shattering.
- ✓ Wedge sliding glass doors to prevent them from lifting from their tracks.

When a Hurricane Warning is Issued for Your Area

- ✓ Stay tuned to radio, TV or NOAA Weather Radio for official bulletins.
- ✓ Stay home if your home is sturdy and on high ground.
- ✓ Board up garage and porch doors.
- ✓ Move valuables to upper floors.
- ✓ Bring in pets.
- ✓ Fill containers (bathtub) with several days supply of drinking water.
- ✓ Turn up refrigerator to maximum cold and do not open unless necessary.

- ✓ Use phone only for emergencies.
- ✓ Stay indoors on the downwind side of house away from windows.
- ✓ Beware of the eye of the hurricane.
- ✓ Leave mobile homes.
- ✓ Leave areas which might be affected by storm tide or stream flooding.
- ✓ Leave early in daylight, if possible.
- ✓ Shut off water and electricity at main stations.
- ✓ Take small valuables and papers but travel light.
- ✓ Leave food and water for pets (shelters may not take them).
- ✓ Lock up house.
- ✓ Drive carefully to nearest

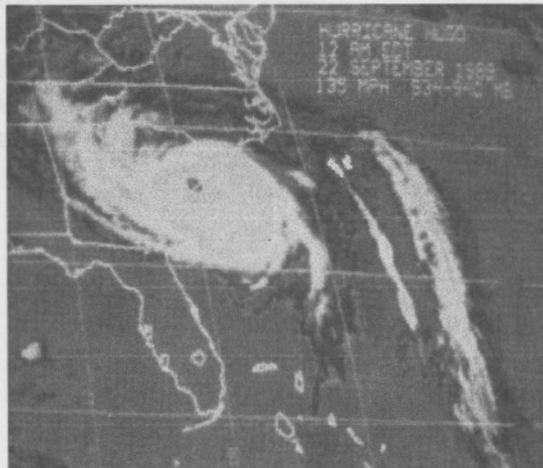


Photo Credit: National Oceanic and Atmospheric Administration (NOAA)

designated shelter using recommended evacuation routes.

After the All-Clear is Given

- ✓ Drive carefully; watch for dangling electrical wires, undermined roads, flooded low spots.
- ✓ Don't sightsee.
- ✓ Report broken or damaged water, sewer and electrical lines.
- ✓ Use caution re-entering home.
- ✓ Check for gas leaks.
- ✓ Check food and water for spoilage.

YOUR ROOF REPAIR CONTRACT: WHAT IT SHOULD REQUIRE AS YOUR MINIMUM PROTECTION

Any roof repair work needed for your home in the emergency should only be done under contract, which includes the following conditions as a minimum requirement.

- 1 Replace** all BROKEN ridgepole and truss sections with like members.
 - 2 Replace** all CRACKED ridgepole sections with like members.
 - 3 Replace** all CRACKED truss sections with like member, or; repair cracked truss members by bolting matching boards on both sides of the damaged truss, to extend to either side of the crack at least one-fourth the length of the truss. The choice of procedures is to be made by the homeowner.
 - 4 Replace** roof decking where needed with five-eighth (5/8) inch marine plywood.
 - 5 Replace** roofing paper where needed to match existing paper, but not with paper less than fifteen pound rated.
 - 6 Install** metal drip edges at all eaves where repair or re-shingle is done.
 - 7 Install** a double course of shingle at all drip edges, such as eaves, where repair or re-shingle is done.
 - 8 Install** preformed elastometric plastic flashing around all roof penetrations where repair or re-shingle is done.
 - 9 Replace** all torn, broken and missing shingles with new shingles of the same composition, color and shape as existing shingles. Use aluminum or galvanized nails.
 - 10 Replace** all cracked, broken and missing fascia and related molding with members of equal or better value. Use aluminum or galvanized nails.
 - 11 All** material must meet latest requirements of Factory Mutual or Underwriters Laboratories and be installed in accordance with the National Roofing Contractors Association Manual.
 - 12 No** removal or installation of materials may occur during periods of precipitation or high winds, except as the homeowner may require.
 - 13 Contractor** must attest that he is bonded and insured, and licensed by the State and the County or Municipality in which the work is to be done. He should likewise have a current registration or license with the Residential Home Builders Commission.
 - 14 Parties** must agree the contracted work will not be deemed finished until all old material and other roof debris is removed from the grounds by the contractor. The homeowner may choose to waive this requirement.
 - 15 Homeowner** and contractor agree that any down payment may not exceed twenty-five percent (25%) of the agreed total cost, with the remainder due on completion as defined in 14, above.
- These contract conditions may not be feasible or desired if your primary concern is to prevent further damage until a complete re-roofing can be arranged. However, it is recommended that any emergency repairs be done UNDER CONTRACT, and that items **1, 4, 5, 10, 11, 12, 13 and 15** be included in the contract for ANY repairs.



GLOSSARY OF ROOFING TERMS

Ridge Pole: The board to which all truss members are attached at the top.

Truss: The boards which extend up from the ceiling level to support the roof decking.

Double Course: The separate row of shingles applies with the glue edge down under the first row of shingles at the low edge, such as at eaves.

Fascia: The board nailed to the protruding ends of rafters to present a closed or boxed appearance at the eaves.

Links to other Agencies on Hurricane Preparedness

S.C. Department of Public Safety
www.state.sc.us/dps

S.C. Governor's Office
www.state.sc.us/governor

S.C. Department of Insurance
www.state.sc.us/doi

S.C. Emergency Preparedness
Division
www.state.sc.us/epd

S.C. Department of
Transportation
www.dot.state.sc.us

WHAT TO DO IF YOU NEED TO FILE INSURANCE CLAIMS FOR DAMAGED PROPERTY

- Protect your property against further destruction from the elements by boarding up broken windows or covering holes in ceilings with canvas or plastic.
- Photograph the destruction if possible.
- Call your local agent or insurer. Describe the damage. Tell your agent if you have flood insurance coverage.
- If your car was still drive it, drive to your local agent-adjuster's office. Otherwise, an adjuster can travel to the damaged but you can let him see the car.
- Avoid entering contractual agreements for repairs until an adjuster has examined the damage.
- If you can't reach your agent by telephone, go to his office. Many are working overtime to process claims. Check the newspapers for an ad by your insurance company that gives special instructions.
- Be patient. Many people have been affected by the storm; many may be suffering worse damage than you.
- Call the S.C. Department of Consumer Affairs at 1-800-922-1594 or the SC Department of Insurance at 1-800-768-3467 if you need advice.



Photo Credit: National Oceanic and Atmospheric Administration (NOAA)

Disaster - Related Cons, Schemes and Ripoffs

When floods, tornadoes, and other bring destruction, con artists, follow close behind. There's always plenty of repair work after disaster strikes and homeowners, who are overwhelmed and are emotionally vulnerable, are ideal victims for someone who's less than honest. Swindlers are full of false sympathy. They act as if they have loads of work, but will put it all aside to solve homeowners' problems — if they will just pay a generous deposit. Then, money in and, the con artists skip town.



hurricanes, natural disasters artists, follow close plenty of repair work homeowners, who emotionally victims for someone

Adding More Work

Unless you understand construction work or are thoroughly familiar with the job at hand, contractors can bamboozle you into paying a premium for work that doesn't really need to be done. Once the job is under way, the contractor will try to convince you that they can't "do it right" unless they add more work — stripping off the existing shingles before putting on a new roof, or putting in new piping before installing

Continued on Page 7

Renters of Damaged Apartments Have Recourse

Consumers living in apartments or other dwellings where they are paying rent have some recourse if the home in which they are living was badly damaged during a hurricane. If the unit cannot be lived in then it has no rental value and the landlord may not be able to enforce the rental agreement."

Here are some options if your home is uninhabitable: 1) Remove your belongings and write a letter to the landlord stating you will no longer live there.

If you have decided to move because of the damage, you should let the landlord know in writing that you want to end the rental agreement within a week after you move. Also ask for your security deposit and include where you want it sent.

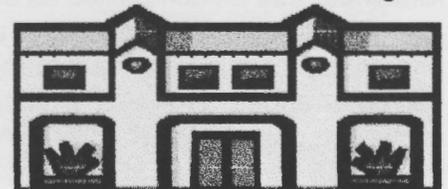
The landlord cannot keep your deposit under these circumstances. You can file suit if you do not get your deposit back and the court can make him pay three times the amount wrongfully withheld plus your attorney's fees.

2) Move back into the residence when possible, provided it was repaired during the rental period, and continue with the original tenant agreement.

3) If you have already moved out and want to move back in after repairs have been made let the landlord know as soon as possible. Also let him know that you were not expected to pay rent until your home could be lived in.

Contact a lawyer if the landlord threatens to sue you. If you can

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Selecting the Repair Service

When approached by a "home repair," tree removal," or similar emergency services vendor,

protect yourself against possible price gouging or other unconscionable practices by **CAREFULLY** checking:

- Does the vendor have valid identification showing his full name, business location, and telephone number?
- Is the vendor a local businessman and how long has he been in the business he offers to provide?
- Does the vendor have a business license or permit valid in YOUR county and/or community?
- Do NOT make ANY advance payments unless you are SURE of the vendor's dependability. ALWAYS record his driver's license and auto or truck tag numbers.

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IMPORTANT

If the repair is needed in less than three business days, ONLY YOU can initiate a waiver of the three-day Right to Cancel requirement.

If you waive that right, ONLY YOU can prepare the waiver, and only for EMERGENCY & PERSONAL reasons. The vendor, by law, cannot prepare the waiver for you.

Guidelines and Model Contract for Home Repair or Improvement Contracting

To help consumers avoid possible misunderstandings about home improvements follow these guidelines and insist upon a written contract. Some of the most common problems with home repair or additions contractors might be avoided. If you are not offered a written contract complete and have your contractor sign the model contract form on the reverse side of these guidelines. If in doubt, or if you are agreeing to spend a lot of money, you should have a local attorney go over your contract **before you sign.**

1. Get at least three estimates (bids). Be certain each contractor bids on exactly the same work. If one contractor bids on more work than others, make a note of it. In any event, all bids should be itemized.

2. Know who you are dealing with. Find out the contractor's address and verify it. Ask for and check references (previous customers, bank references). Inspect work done for others when possible.

3. A reputable contractor can usually charge building materials and does not normally require a large down payment. Where one is required, it should not exceed 10% - 25% of the total price.

4. Be specific. Have samples, model numbers, pictures or anything else that will show the contractor exactly what you want. If you don't specify quality of materials in the contract, you are leaving it up to the contractor to decide what materials will be used.

5. Be certain the materials you have selected are what you want. Changing your mind in the middle of a construction project is costly. If you do change your mind, be prepared to pay (extra).

6. No one is required to guarantee his work or product. If you want a guarantee (warranty), make sure it is written in the contract and you understand it. If you are dissatisfied with any part of the work, speak-up before the job is completed.

7. Accept no verbal agreements – any changes in the contract should be written out and initialed by both parties.

8. Contracts should specify a beginning and completion date, exact description of the job to be done, total cost of job (if contract is for an hourly rate or on a "cost plus" basis, get an estimate of total cost.), exact schedule for payment and what warranty or guarantee can be expected.

9. Do not pay the contractor or repairman the full amount due until the job has been completed satisfactorily. Often large projects payments is based on portions of completed work. For instance 25 % of total payments is due when 25 % of the work has been satisfactorily completed.

10. Keep a signed readable copy of the contract in a safe place.

MODEL CONTRACT

Company's Name _____
Street Address _____
Mailing Address _____
Telephone Number _____
Representative's Name & Title _____

This model contract is distributed by the South Carolina Department of Consumer Affairs to aid the consumer. The Department of Consumer Affairs does not endorse or recommend any company or individual who might use this form.

PROPOSAL

Starting Date: _____ Completion Date: _____

Itemized Costs

Materials: Type, Description, Quantity	Total	Labor: Description	Total
Total _____	_____	_____	_____
_____	_____	_____	_____
S.C. Sales Tax _____	_____	_____	_____
_____	Total _____	_____	Total _____

Total Cost: Material & Labor _____
 Down Payment _____
 Balance Due _____
(To be paid on satisfactory completion or schedule based on completed work.
See Note on reverse.)

Buyer's Name: _____
Address: _____
City: _____ State: _____ Telephone Number: _____

ACCEPTANCE OF PROPOSAL: The above prices, specification and conditions are satisfactory and I accept them as written, any additions to this proposal will be in writing and initialed by both parties.

Signature _____
Date of Acceptance _____

Warranty/Guarantee _____
Signature of Seller _____
Date _____

.....
RECEIPT FOR CASH DOWN PAYMENT (NOT TO exceed 25% of total contract price)
Received from _____ \$ _____ the sum of
\$ _____ dollars.
Signature of Seller _____
Date _____

- If the vendor approaches you at home or business, does he offer AND EXPLAIN your right to cancel any agreement within three business days? If not, DO NOT accept his services.

Make sure the vendor presents a contract for your approval showing:

- The TOTAL cost of services;
- The time period in which the services will be completed;
- A statement clearly accepting liability for further damage to your property due to his actions, or just as clearly assigning that liability to you;
- The type and QUALITY of materials that will be provided or installed, and any warranties or guarantees.

When at all possible, compare each vendor's offer with at least two others. When you accept an offer for services BE SURE you have FULL vendor identification, a CONTRACT that specifies what is to be done, with what materials, and within what time period. Insist on seeing proof of INSURANCE COVERAGE for the vendor's EMPLOYEES, as well as for YOUR family and home or business.

BEFORE allowing ANY repairs to be made take pictures. Your insurance provider will need proof of the emergency condition you have had in order to properly assess the cost of that repair.

**BE SMART...ALWAYS
CHECK WITH YOUR
INSURANCE COMPANY
FOR RECOMMENDATIONS
AND REFERRALS.**

the new sink, for example. If these claims were legitimate, the contractor would have included them in the contract or notified you of possible problems before work began. In reality, he is probably just trying to keep his crew busy for a few days or needs a little extra profit.

Never Finishing the Job

Sometimes honest contractors start a job filled with good intentions, but somewhere along the line, money problems develop. The contractor may have too many jobs going, or there might be personal problems, a divorce, or bankruptcy. A dishonest contractor will try every technique to get more money out of the homeowner. He'll lie about the amount of work that's been done so he can collect the next installment. Or he may ask for money to buy materials, but use the money to finance other jobs — a practice that's illegal in many states.

Pretty soon, the contractor has collected most of the homeowner's money, while only a small percentage of the work is finished. That's when the contractor stops answering phone calls and vanishes. There are usually indications that a contractor is having financial difficulties and getting ready to depart. He shows up at the job site rarely, or has only a single employee there. Work stops for days or even weeks at a time.

Too Good to be True Claims

If a technology or product sounds too good to be true, avoid it. There are plenty of snake-oil merchants selling things like paints that will add insulating value, duct-cleaning services that promise to eradicate bacteria, or non-toxic powders that keep termites away. These kinds of products and services are the household-maintenance equivalent of fat-burning pills. Believing these kinds of claims is like wishing away warts.

Sometimes contractors desperately need work or are just getting started in business and need a job to give them credibility. They submit a bid that's incredibly low — half of what the other contractors are charging — and the homeowners accept it.

Unfortunately, there's no way the contractors can get the work done on budget. So they start issuing change orders on items that should have been included in the original bid, marking up materials like crazy, and taking shortcuts whenever possible. The result is a substandard job that comes in way above bid price and, frequently, much later than expected.



High-Priced Goods

Promoting their products in flyers or ads in the local newspaper, or on TV, contractors often offer too-good-to-be-true prices to entice buyers.

Invariably, the low-priced version — the one that's on special — is unsuitable for your home. But once the contractor is in the door, he'll use high-pressure sales tactics to sell you something similar — at a drastic markup. In the end, you'll pay two or three times what the item would cost if purchased through a reputable dealer. "They'll have someone pay \$900 for an installed product that should cost \$300. They'll tell the homeowners there are all kinds of installation difficulties, or that the product had to be specially ordered. Then they'll have the homeowners sign a contract so they can't back out," Nichols says.

Profit by Intimidation

Halfway through a job, disreputable contractors jack up prices and intimidate homeowners into paying the extra money. Women and elderly people can be particularly vulnerable to this kind of bullying. Others simply pay up because they want to get the work done and don't want to fight.

For example, a painter may offer to paint the exterior of a house for \$1,000 and then, when the work is only partly done, demand an additional \$1,000. If the homeowners refuse to pay the extra money, the contractor threatens a lawsuit or hints that the job will be sabotaged. This type of scam artist always refuses to sign a contract.

The FREE Test

Beware of contractors offering to conduct free tests for termites, radon, lead, and other scary items. You can be guaranteed that, once inside your house, the contractor will find problems.

Working with bogus meters, they're sure to find high radon levels, dangerous lead, or termite infestations — they'll sprinkle sawdust, wood chips, and even a few termite bodies around as proof.

Sometimes these visitors are simply sizing up the house for burglary. Others are seeking a generous deposit for work they never intend to do, or they may take the money, make a few slipshod repairs, and move onto the next house.

Substituting Inferior Products

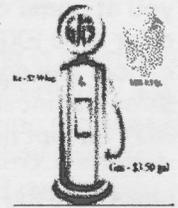
Some remodelers sell homeowners one product and install another. When they write the contract, they "forget" to specify the exact brand and model. They may even refuse to put that information in, citing changing model numbers or some other excuse. They can get away with installing something that's less expensive, substandard, or even used.

Products that are out of sight, like insulation, roofing, or wiring, are prime targets for this kind of scam, as are complicated products that intimidate people, like a furnace or water heater. Also watch out for paint or concrete that can be watered down.

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What is Price Gouging?

Price gouging is selling items such as gas, hotel rooms, ice, milk generally for prices substantially higher than they sold for before an emergency situation. Persons or businesses suspected of price gouging can be prosecuted under the Unfair Trade Practices Act.



What is an Executive Order?

Executive Orders are official documents, numbered consecutively, through which the Governor of South Carolina manages the operations of state government. The text of Executive Orders are filed with the South Carolina Secretary of State and are published in the State Register. Example: During a hurricane or other natural disaster, the Governor can order a mandatory evacuation or direct that no person may engage in price gouging, i.e. overcharging for food, shelter, fuel and other items used in the protection of life or property.



Renters of Damaged Apartments Cont'd

only live in part of your home, you only have to pay rent for the part that you use. Try to reach a fair agreement with the landlord.

If you can't, write the landlord a letter saying what is wrong with the home and offer to pay what you believe is fair rental value. If this doesn't work get a lawyer to present your case when the landlord takes you to court for non-payment of rent. Many people are hesitant to contact attorneys concerning relatively small claims, but the Landlord Tenant Act provides for awards of attorney fees to tenants if landlords engage in certain illegal or retaliatory conduct.

You can also take the landlord to court for failure to fulfill the duty of maintaining the home. Then ask the judge to set a fair rental value.

If your home is livable but the hurricane has greatly impaired your living space, (outside stairs damaged, trees and fences have fallen all over the yard or garage has been destroyed and there is no place to park, etc.) you may have the same rights as tenants whose homes were severely damaged.

Answers to Hurricane I.Q. Quiz

- (a) Hurricane seasons runs from June 1 - November 30.
- (b) Only the Governor can order a mandatory evacuation.
- (c) A Category 4 hurricane has sustained winds of 131 - 155 miles per hour.

How to Spot Flood Damaged Automobiles

- * Ask to see the title of a used car. Check the date and place of transfer to see if the car came from a flood-damaged state and if the title is stamped "salvage."
- * Check all gauges on the dashboard to make sure they are accurate, and to look for signs of water.
- * Test the lights, windshield wipers, turn signals, cigarette lighter, radio, heater and air conditioner several times to make sure they work. Also, flex some wires under the dash to see if they bend or crack, since wet wires become brittle upon drying and can crack or fail at any time.
- * Check the trunk, glove compartment, and beneath the seats and dash for signs of mud, rust or water damage.
- * Look for discolored, faded or stained upholstery and carpeting. Carpeting that has been replaced may fit too loosely or may not match the interior color.
- * Check for a well-defined line, or watermark, and for musty odors resulting from mildew.
- * Check out the reliability of the dealer by contacting the Better Business Bureau where the company is located.
- * If the car's history seems suspicious, ask the dealer or individual directly if the car has been damaged by flood water.
- * Before buying any used car, always get a pre-purchase inspection by a trusted mechanic. The extra cost may save you money in the long run if major problems are discovered.



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... And I Have Some Material Left Over

One afternoon, a contractor stopped by a woman's home in Topeka, Kansas, and told her he had noticed cracks in her driveway. He offered to apply a fresh coat of asphalt at a good price, since he had some material left over from another job in the neighborhood. The woman agreed and, once the work was finished, paid up. That shiny black coating looked wonderful at first, but within a month it had bubbled and cracked, leaving the driveway looking like an alligator's hide. The faulty material was ultimately scraped off and replaced with a fresh coat — at great cost to the woman.

These kinds of shoddy home improvements inevitably involve contractors who are "in the area" and have some "leftover material." They're usually sealing driveways, repairing roofs and gutters, or clearing chimneys — the kinds of jobs that can be wrapped up in less than a day. When the work fails and you try to call the contractor back to make repairs, the phone is disconnected or belongs to someone else.

Resources used in this publication were taken from the American Red Cross, FEMA, NOAA, and the S.C. Emergency Preparedness Division.

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