



Town of Sullivan's Island, South Carolina
Town Council Special Meeting
Meeting Minutes
Wednesday, September 29, 2021

A Special Meeting of Town Council was held on the above date at approximately 5:00 p.m., all requirements of the Freedom of Information Act having been satisfied.

Present were: Patrick M. O'Neil, Mayor
Gary Visser, Councilmember
Kaye Smith, Councilmember
Scott Millimet, Councilmember
Greg Hammond, Councilmember
Justin Novak, Councilmember

Mayor O'Neil called the meeting to order at 5:00 p.m. and stated the press and public had been notified in accordance with State Law. There were 40-50 members of the public and four (4) members of the media present. Staff members present were Andy Benke and Bridget Welch. The purpose of the Special Meeting was to discuss the public request for clarification on the mediated settlement Bluestein vs Town of Sullivan's Island 2010-CP-10-5449.

Executive Session: Receive Legal Advice from the Town attorney:

Motion was made by Councilmember Hammond, seconded by Councilmember Visser, to go into Executive Session at 5:02 p.m. to receive legal advice, passed unanimously.

Motion was made by Councilmember Kaye Smith, seconded by Councilmember Millimet, to come out of Executive Session at 6:02 p.m., passed unanimously.

Mayor O'Neil stated that no votes or actions were taken while in Executive Session.

Motion was made by Councilmember Novak, seconded by Councilmember Millimet, that the Town retain independent legal counsel, to provide a legal opinion, regarding the request to determine the Town's rights and obligations under the terms of the Bluestein v Town of Sullivan's Island 2010-CP-10-5449 settlement agreement, passed with 4 in favor and 2 opposed from Councilmember Kaye Smith and Councilmember Hammond.

Motion was made by Councilmember Novak, seconded by Councilmember Millimet to adjourn the meeting at 6:05 p.m., passed unanimously.

Respectfully submitted,



Bridget Welch



SPECIAL MEETING OF TOWN COUNCIL

September 29, 2021 5:00 PM

Correspondence to Council

1. Jeff Polke, 2525 Atlantic Avenue, 9-28-21 letter via email – Implementation of mediated settlement
2. Kimberly Brown, 2118 Pettigrew Street, 9-28-21 email – Comment regarding purpose of Special Meeting of Council
3. Geoff and Missy Owen, 1766 I'On Avenue, 9-28-21 email – Comment regarding Council's decision to review the settlement agreement
4. Eric and Jennifer Burr, 1705 Atlantic Avenue, 9-28-21 email – Comments regarding accreted land settlement agreement
5. David Poulnot, 2819 Marshall Blvd, 9-28-21 email- Comments regarding accreted land settlement agreement
6. Cheryl Clark, 2119 Pettigrew Street, 9-28-21 email- Comments regarding accreted land settlement agreement
7. Louisa Robb, 2209 Atlantic Avenue, 9-28-21 email- Comments regarding accreted land settlement agreement
8. Wendy and David French, 1765 Atlantic Avenue, 9-29-21 email- Comments regarding accreted land settlement agreement
9. Granger and Ray Ann Osborne, 1801 Atlantic Avenue, 9-29-21 letter via email- Comments regarding accreted land settlement agreement

10. Michael Bourland, 1607 Atlantic Avenue, 9-29-21 email- Comments regarding accreted land settlement agreement
11. Jessica Aaron, 2213 Atlantic Avenue, 9-29-21 email- Comments regarding accreted land settlement agreement
12. Patrick Ilderton, 2507 Atlantic Avenue, 9-29-21 email- Comments regarding accreted land settlement agreement
13. Michael and Amy Cox, 1807 Atlantic Avenue, 9-29-21 email- Comments regarding accreted land settlement agreement
14. Bryan McArdle, 1751 Atlantic Avenue, 9-29-21 letter via email- Comments regarding accreted land settlement agreement
15. Joe Blanchard, 1773 Atlantic Avenue, 9-29-21 email- Comments regarding accreted land settlement agreement
16. Andy Horwitz, 2871 I'On Avenue, 9-29-21 email- Comments regarding accreted land settlement agreement
17. Ian Devine, 2302 I'On Avenue, 9-29-21 email- Comments regarding accreted land settlement agreement
18. Pete and Carol Budko, 2061 Pettigrew Street, 9-29-21 email- Comments regarding accreted land settlement agreement
19. Ian and Angela McCarthy, 2065 Pettigrew Street, 9-29-21 email- Comments regarding accreted land settlement agreement
20. Wayne Guckenberger, 2105 Pettigrew Street, 9-29-21 email- Comments regarding accreted land settlement agreement
21. J. Addison Ingle, 1719 Atlantic Avenue, 9-29-21 email- Comments regarding accreted land settlement agreement
22. Ann Scott, 2215 Atlantic Avenue, 9-29-21 email- Comments regarding accreted land settlement agreement
23. Brad and Darla Dake, 2101 Pettigrew Street, 9-29-21 email- Comments regarding accreted land settlement agreement

24. Elizabeth Turner, 2651 Bayonne Street, 9-29-21 letter via email- Comments regarding accreted land settlement agreement
25. Bill Craver, 2702 I'On Avenue, 9-29-21 email- Comments regarding accreted land settlement agreement
26. Ashlie and John Graham, 1655 Atlantic Avenue, 9-29-21 email- Comments regarding accreted land settlement agreement
27. Jason Aryeh, 1651 Atlantic Avenue, 9-29-21 email- Comments regarding accreted land settlement agreement
28. James Hood, 172 Meeting Street Charleston, 9-29-21 letter via email- Comments regarding accreted land settlement agreement
29. Dan and Sandra Nixon, 1611 Atlantic Avenue, 9-29-21 email- Comments regarding accreted land settlement agreement
30. David Peterseim, 1707 Atlantic Avenue, 9-29-21 email- Comments regarding accreted land settlement agreement
31. Mandy Poletti, 1771 Atlantic Avenue, 9-29-21 letter via email- Comments regarding accreted land settlement agreement
32. Allison Bourland, 1607 Atlantic Avenue, 9-29-21 email- Comments regarding accreted land settlement agreement
33. Karen and Rob Byko, 2862 Middle Street, 9-29-20 email- Comments regarding accreted land settlement agreement
34. Gloria and Thomas Faulds, 2413 I'On Avenue, 9-30-2021 email – comments regarding accreted land settlement agreement.

September 28 2021

Via E-Mail

Sullivan's Island Town Council

c/o Town Clerk Welch

2056 Middle Street

PO Box 427

Sullivan's Island, SC 29482

bwelch@sullivansisland.sc.gov

Re: Citizen Comment for Special Meeting September 29, 2021 regarding Mediated Settlement of *Bluestein v. Town of Sullivan's Island*

To Town Council:

I write today to provide written comments in support of the mediated, court-approved Settlement Agreement in the matter of *Bluestein v. Town of Sullivan's Island*. The recent effort to interfere with the Settlement Agreement improperly seeks to delay and obstruct the obligations undertaken by the Town. This effort should be dismissed, and the Town should proceed with the performance of its agreed-upon actions with all due haste.

The Settlement Agreement is the resolution reached between the Town and certain citizens following ten (10) years' worth of expensive and protracted litigation. Last fall, the Town made the decision that resolving the litigation and undertaking to perform a reasonable, limited scope of work on the accreted land was appropriate and in the Town's best interests. This decision was made with the assistance of the Town's legal counsel and with full awareness of the very same opposition to the trimming which is now, again, being voiced. This decision is also widely supported by the property owners adjacent to the accreted land. The majority of these property owners are willing to pay for the work to be performed, who are tired of waiting on the reasonable scope of work contemplated by the Settlement Agreement to be completed while the Town deals with serial challenges by a minority of its constituents.

Not only did the Town bind itself by the Settlement Agreement to perform the agreed upon, limited scope of work on the accreted land, the Town also requested, and received, approval of the Settlement agreement by the Court. In addition to running afoul of its contractual obligations, any challenge to or attempt to avoid performance of the Town's duties under the Settlement Agreement places it at risk of violating a Court order.

The cost, expense, and futility of any attempt to avoid performing the work the Town has already undertaken should be apparent. Moreover, those who are now attempting to interfere with the Settlement Agreement are the same objectors, raising the same points, who unsuccessfully opposed the Settlement Agreement and its scope prior to its execution. Their objections were made then and were considered when the Town elected to settle the *Bluestein* case. There is no new evidence, argument, or position today which could justify further challenge to the Settlement Agreement at this point. It would be a waste of taxpayer money, as well as judicial resources, to pursue this eleventh-hour effort to avoid the Settlement Agreement's reasonable and limited scope of work any further.

The trimming work agreed to in the Settlement Agreement is limited and targeted to achieve a reasonable management of the accreted land's vegetation. The Settlement Agreement identifies the specific types of plants which will be limbed or removed and even identifies specific trees for trimming within each zone of the accreted land. It is not, and never has been, a proposal to clear-cut the area. In short, the work the Town has agreed to will provide a measurable improvement for the quality of life of those near to the accreted land and the safety of the accreted land itself, while providing only minimal change to the experience of anyone who passes through the accreted land on their way to the beach.

I ask that the Town decline to pursue any of the challenges or relief being requested by those who have for years opposed any meaningful management of the accreted land's vegetation.

Sincerely,

Michael Jeffrey Polke
2525 ATLANTIC AVE.
SULLIVAN'S ISLAND

Jeff Polke
jpolke@gcioutdoor.com
rcvd 12:18pm 9-28-21

Andy Benke

From: Bridget Welch
Sent: Tuesday, September 28, 2021 1:12 PM
To: Bachman Smith; Gary Visser; Greg Hammond; Justin Novak; Kaye Smith; oneilp; Scott Millimet
Cc: Andy Benke
Subject: FW: Please distribute to mayor and council

Please see email below from Kimberly Brown.

Thank you,

Bridget Welch
Town Clerk
Sullivan's Island Town Hall
2056 Middle Street
PO Box 427
Sullivan's Island, SC 29482
843-883-5730

-----Original Message-----

From: Kimberly Brown <kbrown24g@gmail.com>
Sent: Tuesday, September 28, 2021 1:08 PM
To: Bridget Welch <bwelch@sullivansisland.sc.gov>
Subject: Please distribute to mayor and council

2118 Pettigrew St.

CAUTION: > This email originated from outside the Town of Sullivans Island. Do not click links or open attachments unless you have verified the sender and know the content is safe.

Hello Bridget,

Please distribute to Mayor, Council, Administrator to be read at meeting tomorrow evening and be entered into the record. Thank you!

Hello,

Can you clarify for me the impetus for the "special meeting" tomorrow evening? I attended the last council meeting during which a handful of the usual people spoke during public comment against the settlement (the subject of which was not on the agenda) after conferring with an "environmental" attorney who in reality has practiced personal injury law per Mklawsc.com for the last decade, shortly after graduating from law school in 2009.

It appears the Mayor is looking for a way to challenge a settled contract he voted to mediate. It is deeply concerning that the Mayor has no regard for transparency, the law, and the citizens tax dollars he will spend in an attempt to overturn a settled contract suit to satisfy his personal agenda which he has pursued for years at our cost.

Sincerely,

Kimberly Brown

Andy Benke

From: oneilp
Sent: Tuesday, September 28, 2021 9:13 PM
To: Geoffrey Owen
Cc: Andy Benke
Subject: Re: Time to Make the Right Decision

Hi, Geoff and Missy,

Thank you very much for writing and for your support of the maritime forest in our Protected Land. Tomorrow's meeting likely will of necessity consist primarily of Executive Session to receive legal advice, but should we take official action it will be in open session, and the recording will be available possibly the next day for viewing.

I live just around the corner at 1738 Thompson. I look forward to meeting y'all. (or have we already met? I am a terrible politician for names and faces!)

Pat O'Neil

Patrick M. O'Neil
Mayor, Town of Sullivan's Island
Cell (843) 670 9266
Twitter: @oneilpm1

From: Geoffrey Owen <geoff@frontporchfa.com>
Date: Tuesday, September 28, 2021 at 8:39 PM
To: Bachman Smith <BSmith@sullivansisland.sc.gov>, oneilp <oneilp@sullivansisland.sc.gov>, Scott Millimet <smillimet@sullivansisland.sc.gov>, Justin Novak <jnovak@sullivansisland.sc.gov>, Gary Visser <gvisser@sullivansisland.sc.gov>
Cc: Kaye Smith <ksmith@sullivansisland.sc.gov>, Greg Hammond <ghammond@sullivansisland.sc.gov>
Subject: Time to Make the Right Decision

CAUTION: > This email originated from outside the Town of Sullivan's Island. Do not click links or open attachments unless you have verified the sender and know the content is safe.

Dear Council Members,

Thank you for your dedication to the long-term well-being of Sullivan's Island for all of its residents and visitors. We are out of town owners with hopes of moving more permanently to SI in the future. We are like so many others that are drawn to SI by its natural beauty (and I should add history, architecture, and Dunleavy's 😊). Any assault on the maritime forest disregards a great blessing of good fortune and proper land management by those who were stewards of the island before us. The reasons to support its protection far outweigh the arguments presented calling for its destruction.

We are in full support of the initiative to hire outside counsel to advise on the filing of a Declaratory Judgement and a Rule 60 request.

With all due respect to you Council Members Smith and Hammond, your support of this exercise would recognize that the optics in which the settlement was approved by the former council were unfortunate and it would be a terrific step towards celebrating a truly unique gift of Sullivan's. Frankly, as we've shared this story with peers they are overwhelmingly shocked that anyone in today's world with the knowledge we have about climate change would ever choose to get rid of such wonders.

Again, thanks for your efforts and the time you put in as council members.

Geoff and Missy Owen
1766 lon, F

Bridget Welch

From: Eric Burr <eburr24@gmail.com>
Sent: Tuesday, September 28, 2021 7:26 PM
To: Bridget Welch
Subject: Settlement Agreement

CAUTION: > This email originated from outside the Town of Sullivans Island. Do not click links or open attachments unless you have verified the sender and know the content is safe.

To Whom It May Concern,

We are writing in support of the accreted land settlement agreement that we understand is now under consideration for cancellation. We strongly disagree with such an action, and find it very concerning that after ten plus years of litigation and thousands of dollars spent on legal fees and countless hours spent on negotiations that this is even being considered. The town and the plaintiff attorneys reached a mediated agreement in good faith that settles this long standing dispute. As someone who has negotiated with labor unions in my past professional life, I can tell you that the definition of a good deal is one in which either side isn't completely happy with the end result. From what I've read about the settlement, this is exactly the case.

Respectfully submitted,
Eric and Jennifer Burr, 1705 Atlantic

Bridget Welch

From: David Poulnot <dlpsenior@gmail.com>
Sent: Tuesday, September 28, 2021 7:49 PM
To: Bridget Welch
Subject: Settlement Agreement

CAUTION: > This email originated from outside the Town of Sullivans Island. Do not click links or open attachments unless you have verified the sender and know the content is safe.

Hello Ms. Welch,

My name is David Poulnot. My wife Susan and I live at 2819 Marshall Blvd and have so full time since 1987. Additionally, I have lived part of every year of my life, since 1958, at said property.

We are strong supporters of the settlement agreement.

Not only do we wish to have the ability to manage the impenetrable thicket that we are faced with, a thicket that chokes out grasses, flowers, sea oats and other desirable plants but also harbors rats, coyotes, snakes and mosquitos but we want the town to stop using our tax dollars on attorneys and "experts" arguing the issue.

I am in favor of modest and effective land management.

The absurd claims of opponents to the settlement have no basis in fact.

Let the opponents put their money where their sentiments are. The town should not continue the effort.

Best regards,

David Poulnot

Sent from my iPad

Bridget Welch

From: Cheryl Clark <cherylclark@gmail.com>
Sent: Tuesday, September 28, 2021 8:32 PM
To: Bridget Welch
Subject: letter to council for special meeting 9/29/21

CAUTION: > This email originated from outside the Town of Sullivans Island. Do not click links or open attachments unless you have verified the sender and know the content is safe.

Bridget,

Could you please distribue for council and staff?

Thanks, Cheryl

SEPT 28, 2021

To the Council of Sullivan's Island

I have no problem with a "clarification" of the current mediated settlement. I am however curious about the genesis of it.

I have been to nearly every council meeting and council workshop over the last 8 years and there is a process that is to be followed, as Pat O'Neil has stated on many occasions.

Special Council Meetings, Pat has often said are called for emergency or extraordinary circumstances and the process should never be abused.

Typically, a subject is brought up, goes to committee (LUNR in this case), then to council for a vote determining if public "clarification" is needed.

How and when did a "public request" come directly to council? The agenda for this meeting says, "public request for clarification of mediated settlement..." . I believe this requires clarification also.

Respectfully,

Cheryl B. Clark

2119 Pettigraw St.

Bridget Welch

From: wesie robb <wesierobb@aol.com>
Sent: Tuesday, September 28, 2021 9:39 PM
To: Bridget Welch
Subject: Comment on the accreted land settlement

CAUTION: > This email originated from outside the Town of Sullivans Island. Do not click links or open attachments unless you have verified the sender and know the content is safe.

I would like to state that I am in favor of the accreted land settlement as it now stands. The vote was a legally taken vote of the council at that time, and I feel that it must be considered binding. Just because a vocal group doesn't like the answer is no reason to change it. Fair is fair. We suffered through 10 years of foot dragging by the council when we did not have the votes, and then elected a council that was willing to act. It is done.

Louisa Robb
2209 Atlantic Ave

Bridget Welch

From: Wendy French <wendyellenfrench@gmail.com>
Sent: Wednesday, September 29, 2021 7:50 AM
To: Bridget Welch
Subject: Settlement Agreement

CAUTION: > This email originated from outside the Town of Sullivans Island. Do not click links or open attachments unless you have verified the sender and know the content is safe.

I support the Settlement Agreement and it's implementation .

Wendy French

Sent from my iPhone

Bridget Welch

From: David French <ddfrench17@gmail.com>
Sent: Wednesday, September 29, 2021 12:05 PM
To: Bridget Welch
Cc: Wendy French
Subject: Settlement Agreement

CAUTION: > This email originated from outside the Town of Sullivans Island. Do not click links or open attachments unless you have verified the sender and know the content is safe.

Good afternoon,

In light and prior to tonight's meeting, I am writing to vocalize and affirm my wife's and my support for the previously Town Council Settlement Agreement.

Please let us know what questions you have.

David and Wendy French
1765 Atlantic Avenue
214.207.8893

Sent from my iPhone

September 29, 2021

Via E-Mail

Sullivan's Island Town Council
c/o Town Clerk Welch
2056 Middle Street
PO Box 427
Sullivan's Island, SC 29482
bwelch@sullivansisland.sc.gov

Re: Citizen Comment for Special Meeting September 29, 2021 regarding Mediated Settlement of *Bluestein v. Town of Sullivan's Island*

To Town Council:

I write today to provide written comments in support of the mediated, court-approved Settlement Agreement in the matter of *Bluestein v. Town of Sullivan's Island*. The recent effort to interfere with the Settlement Agreement improperly seeks to delay and obstruct the obligations undertaken by the Town. This effort should be dismissed, and the Town should proceed with the performance of its agreed-upon actions with all due haste.

The Settlement Agreement is the resolution reached between the Town and certain citizens following ten (10) years' worth of expensive and protracted litigation. Last fall, the Town made the decision that resolving the litigation and undertaking to perform a reasonable, limited scope of work on the accreted land was appropriate and in the Town's best interests. This decision was made with the assistance of the Town's legal counsel and with full awareness of the very same opposition to the trimming which is now, again, being voiced. This decision is also widely supported by the property owners adjacent to the accreted land. The majority of these property owners are willing to pay for the work to be performed, who are tired of waiting on the reasonable scope of work contemplated by the Settlement Agreement to be completed while the Town deals with serial challenges by a minority of its constituents.

Not only did the Town bind itself by the Settlement Agreement to perform the agreed upon, limited scope of work on the accreted land, the Town also requested, and received, approval of the Settlement agreement by the Court. In addition to running afoul of its contractual obligations, any challenge to or attempt to avoid performance of the Town's duties under the Settlement Agreement places it at risk of violating a Court order.

The cost, expense, and futility of any attempt to avoid performing the work the Town has already undertaken should be apparent. Moreover, those who are now attempting to interfere with the Settlement Agreement are the same objectors, raising the same points, who unsuccessfully opposed the Settlement Agreement and its scope prior to its execution. Their objections were made then and were considered when the Town elected to settle the *Bluestein* case. There is no new evidence, argument, or position today which could justify further challenge to the Settlement Agreement at this point. It would be a waste of taxpayer money, as well as judicial resources, to pursue this eleventh-hour effort to avoid the Settlement Agreement's reasonable and limited scope of work any further.

The trimming work agreed to in the Settlement Agreement is limited and targeted to achieve a reasonable management of the accreted land's vegetation. The Settlement Agreement identifies the specific types of plants which will be limbed or removed and even identifies specific trees for trimming within each zone of the accreted land. It is not, and never has been, a proposal to clear-cut the area. In short, the work the Town has agreed to will provide a measurable improvement for the quality of life of those near to the accreted land and the safety of the accreted land itself, while providing only minimal change to the experience of anyone who passes through the accreted land on their way to the beach.

I ask that the Town decline to pursue any of the challenges or relief being requested by those who have for years opposed any meaningful management of the accreted land's vegetation.

Sincerely,

Granger C Osborne
Raye Ann Osborne

1801 Atlantic Ave

Bridget Welch

From: Michael Bourland <mbourland@emerginet.com>
Sent: Wednesday, September 29, 2021 9:27 AM
To: Bridget Welch
Cc: Bourland, Allison (adiggsbourland@gmail.com)
Subject: Letter to Council Members re. The Bluestein v. TOSI settlement for the Special Council Meeting tonight

CAUTION: > This email originated from outside the Town of Sullivan's Island. Do not click links or open attachments unless you have verified the sender and know the content is safe.

September 29, 2021

Via E-Mail

Sullivan's Island Town Council

c/o Town Clerk Welch

2056 Middle Street

PO Box 427

Sullivan's Island, SC 29482

bwelch@sullivanisland.sc.gov

Re: Citizen Comment for Special Meeting September 29, 2021 regarding Mediated Settlement of Bluestein v. Town of Sullivan's Island

To Town Council:

Let me start with a sincere "thank you" for your service to our community.

I am saddened by the attempt to subvert the Bluestein v. TOSI settlement by a vocal minority of our neighbors on the island. This settlement agreement is legally binding and fraught with dangers if challenged by you and your Council Member colleagues. It would be unwise to invoke these restrictions. The settlement is a compromise that allows us all to move forward to put to rest this longstanding debate that has divided our island and put mean-spirit forward as the common way that we deal with our neighbors. Our current plan is also a compromise that leaves no one completely satisfied. The original Land Trust deed governs how the TOSI should manage the Accreted Land. The Bluestein settlement is somewhere in the middle of the extremes of "cut nothing" or "cut all". Any new legal action would cost taxpayer dollars and risk a far more aggressive trimming plan outcome.

I hope that in your wisdom you will see that upsetting this settled apple cart is a path to avoid.

I write today to provide written comments in support of the mediated, court-approved Settlement Agreement in the matter of Bluestein v. Town of Sullivan's Island. The recent effort to interfere with the Settlement Agreement improperly seeks to delay and obstruct the obligations undertaken by the Town. This effort should be dismissed, and the Town should proceed with the performance of its agreed-upon actions with all due haste.

The Settlement Agreement is the resolution reached between the Town and certain citizens following ten (10) years' worth of expensive and protracted litigation. Last fall, the Town made the decision that resolving the litigation and undertaking to perform a reasonable, limited scope of work on the accreted land was appropriate and in the Town's best interests. This decision was made with the assistance of the Town's legal counsel and with full awareness of the very same opposition to the trimming which is now, again, being voiced. This decision is also widely supported by the property owners adjacent to the accreted land. The majority of these property owners are willing to pay for the work to be performed and are tired of waiting on the reasonable scope of work contemplated by the Settlement Agreement to be completed while the Town deals with serial challenges by a minority of its constituents.

Not only did the Town bind itself by the Settlement Agreement to perform the agreed upon, limited scope of work on the accreted land, the Town also requested, and received, approval of the Settlement agreement by the Court. In addition to running afoul of its contractual obligations, any challenge to or attempt to avoid performance of the Town's duties under the Settlement Agreement places it at risk of violating a Court order.

The cost, expense, and futility of any attempt to avoid performing the work the Town has already undertaken should be apparent. Moreover, those who are now attempting to interfere with the Settlement Agreement are the same objectors, raising the same points, who unsuccessfully opposed the Settlement Agreement and its scope prior to its execution. Their objections were made then and were considered when the Town elected to settle the Bluestein case. There is no new evidence, argument, or position today which could justify further challenge to the Settlement Agreement at this point. It would be a waste of taxpayer money, as well as judicial resources, to pursue this eleventh-hour effort to avoid the Settlement Agreement's reasonable and limited scope of work any further.

The trimming work agreed to in the Settlement Agreement is limited and targeted to achieve a reasonable management of the accreted land's vegetation. The Settlement Agreement identifies the specific types of plants which will be limbed or removed and even identifies specific trees for trimming within each zone of the accreted land. It is not, and never has been, a proposal to clear-cut the area. In short, the work the Town has agreed to will provide a measurable improvement for the quality of life of those near to the accreted land and the safety of the accreted land itself, while providing only minimal change to the experience of anyone who passes through the accreted land on their way to the beach.

I ask that the Town decline to pursue any of the challenges or relief being requested by those who have for years opposed any meaningful management of the accreted land's vegetation.

Sincerely,

Michael Bourland, M.D., FACEP

1607 Atlantic Ave

The Settlement Agreement is the result of a settlement reached between the Town and certain other parties following ten (10) years' worth of expensive and protracted litigation. Last fall, the Town made the decision not to resolve the litigation and undertake to perform a reasonable, limited scope of work on the accreted land was appropriate and in the Town's best interests. The decision was made with the full knowledge of the Town's legal counsel and with full awareness of the very same opposition to the plan which is now being sought. This decision is also widely supported by the property owners adjacent to the accreted land. The majority of these property owners are willing to pay for the work to be performed and are tired of waiting on the reasonable scope of work contemplated by the Settlement Agreement to be completed while the Town deals with several challenges by a minority of its constituents.

Not only did the Town bind itself by the Settlement Agreement to perform the agreed upon, limited scope of work on the accreted land, the Town also requested, and received, approval of the Settlement Agreement by the Court. In addition to turning a blind eye to its contractual obligations, any challenge to or attempt to avoid performance of the Town's duties under the Settlement Agreement is a clear violation of a Court order. The cost, expense and futility of any attempt to avoid performing the work the Town has already undertaken should be apparent. Moreover, those who are now attempting to interfere with the Settlement Agreement are the same objectors, raising the same points, who unsuccessfully opposed the Settlement Agreement and its scope prior to its execution. Their objections were made then and were considered when the Town elected to settle the litigation. There is no new evidence, argument or position today which could justify further challenge to the Settlement Agreement at this point. It would be a waste of taxpayer money as well as judicial resources to pursue the ever-futile effort to avoid the Settlement Agreement's reasonable and limited scope of work any further.

The remaining work agreed to in the Settlement Agreement is limited and targeted to achieve a reasonable management of the accreted land's vegetation. The Settlement Agreement identifies the specific types of plants which will be limited or removed and even identifies specific trees for thinning within each zone of the accreted land. It is not and never has been a proposal to clear-cut the wood. In short, the work the Town has agreed to will provide a measurable improvement for the quality of life of those adjacent to the accreted land and the safety of the accreted land itself, while providing only minimal change to the experience of anyone who passes through the accreted land on their way to the beach.

I ask that the Town decline to pursue any of the challenges or relief being requested by those who have for years opposed any meaningful management of the accreted land's vegetation.

Sincerely,

Michael Bourland, Mayor

1507 Atlantic Ave



Bridget Welch

From: Jessica Aaron <jessaaron@gmail.com>
Sent: Wednesday, September 29, 2021 9:39 AM
To: Bridget Welch
Subject: Accreted land

CAUTION: > This email originated from outside the Town of Sullivans Island. Do not click links or open attachments unless you have verified the sender and know the content is safe.

Hello,
I support the mediated settlement on the accreted land. I do not support spending more town resources on this settled matter.

Thank you
Jessica Aaron
2213 Atlantic Ave

Sent from my iPhone

Patrick C Ilderton
2507 Atlantic Ave
Sullivans Island, SC 49482

Sullivands Island Town Council
To whom it may concern,

I support the mediated settlement on the Accreted Land.

Sincerely,

A handwritten signature in black ink, appearing to be 'Pat Ilderton', with a long horizontal flourish extending to the right.

Pat Ilderton

Bridget Welch

From: Michael Cox <erbraces@aol.com>
Sent: Wednesday, September 29, 2021 10:23 AM
To: Bridget Welch
Subject: Support Settlement Agreement

CAUTION: > This email originated from outside the Town of Sullivans Island. Do not click links or open attachments unless you have verified the sender and know the content is safe.

Hello,

We are writing in support of the Settlement Agreement on the accreted land. This case lingered for 10 years with untold amounts of taxpayer money for consultants and attorneys. We respectfully suggest that if a private group would like to pursue action against the settlement that it be privately funded. No more Sullivan's Island taxpayer money should be wasted on this settled case.

Sincerely,
Michael and Amy Cox
1807 Atlantic Avenue

Bridget Welch

From: bryanm@jolinent.com
Sent: Wednesday, September 29, 2021 10:30 AM
To: Bridget Welch
Subject: Re: SC Capital Properties Written Comment for the Special Meeting Session Taking Place on September 29, 2021
Attachments: SC Capital Properties Written Comment for Town of Sullivan's Island Special Meeting.pdf

CAUTION: > This email originated from outside the Town of Sullivans Island. Do not click links or open attachments unless you have verified the sender and know the content is safe.

Ms. Welch,

Please find attached SC Capital Properties Written Comment in Support of the existing Settlement Agreement scheduled for discussion during the Special Meeting of the Town Council tonight. SC Capital Properties would like to thank you for the opportunity to be heard in this matter.

Kind Regards,

Bryan McArdle
In-House Counsel
Jolin Enterprises, Inc.
450 Meeting Street
Charleston, SC 29403
Phone: Office:(843) 958-0340
Mobile: (843) 714-8141

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SC Capital Properties, LLC

September 29, 2021

SC Capital Properties as the owner of 1751 Atlantic Avenue would like to express its support for the enforcement of the standing and binding settlement agreement the Town of Sullivan's Island has entered into regarding the accreted land. The order approved by the Council should have ended the use of town resources towards a trial, which as seen by the current state of the court system during Covid-19, could drag on indefinitely. To seek the court, and the council's rescindment of their existing approvals would not only undo the council's decision but would create a renewed environment for a long and drawn-out legal battle, both in attempting to overturn a binding settlement, and ultimately to pursue a trial, wasting the town resources on an issue the council has already decided.

The settlement order itself represents a fair, reasonable, and deliberate process for maintaining the accreted land. The order identifies each zone, and provides a species-specific breakdown of trimming and removal. It allows for the enjoyment of properties such as 1751 Atlantic Avenue, without creating a lesser environment for beachgoers. SC Capital Properties supports the existing binding settlement agreement and asks the Town Council to remain steadfast to its original approval.

Respectfully,

SC Capital Properties

Bryanm@jolinent.com
Jdin Enterprises, Inc.
450 Meeting Street
Chas. SC 29403

②

Bridget Welch

From: Joe Blanchard <blanchard@blanchardmachinery.com>
Sent: Wednesday, September 29, 2021 10:42 AM
To: Bridget Welch
Subject: Accreted Land Mediation Settlement

CAUTION: > This email originated from outside the Town of Sullivans Island. Do not click links or open attachments unless you have verified the sender and know the content is safe.

Dear Ms Welch,

As I am unsure if public comments are being allowed in tonight's meeting, I wanted you to share this with the town council members.

The debate and disagreement about the management of the accreted land has gone on far too long. Town Council in approving the mediated settlement acted appropriately in getting this lawsuit resolved with a compromise. Most people realize that a compromise is just that, neither side gets everything they wanted. It is impossible for Town Council or any governmental entity to make everyone happy with every decision or policy. At some point the prudent thing to do is honor the agreement and move on with future issues. I sincerely hope that we can do that now and stop the needless divisive debate on a settled matter.

Thanks for your understanding and I appreciate your service for our community.

Joe and Melissa Blanchard
1773 Atlantic Avenue

Joe Blanchard
Blanchard Machinery
803-791-7100

Bridget Welch

From: andyhorwitz1@gmail.com
Sent: Wednesday, September 29, 2021 11:05 AM
To: Bridget Welch
Cc: 'Christy Horwitz'
Subject: Special Meeting - written comment in support of the Settlement Agreement

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Bridget,

I am writing to express my hope that the town moves ahead with the settlement agreement at today's special meeting. As is true in our national political discussions today, the extremists on both sides are trying to create a divisive issue on our island by exaggerating the "facts" to enrage their supporters and this has been the case with this issue since we first bought our house in 2015. I thought that the recent settlement was a reasonable one based on the town's obligations and potential liability if they lost. I hoped that this was finally going to put the issue behind us and allow our community to move forward together solving the many other important issues we face. I am supportive of the settlement agreement as it was approved by the town and the courts and don't want the town to face the legal fees and likely financial settlement costs that would occur if we revisit this agreement. That time and energy and financial resources should be used for the betterment of our entire community. It is time to move on.

Sincerely,

Andy Horwitz
2871 Ion Avenue

Bridget Welch

From: Ian Devine <iancdevine@gmail.com>
Sent: Wednesday, September 29, 2021 11:10 AM
To: Bridget Welch
Subject: Re: the Mediated Settlement

CAUTION: > This email originated from outside the Town of Sullivans Island. Do not click links or open attachments unless you have verified the sender and know the content is safe.

Any attempt by the Town to overturn the mediated settlement about the accreted land is sure to be a costly, futile and embarrassing endeavor. Costly for residents, futile for the Town, and embarrassing for Council members personally.

Whatever the legal arguments, it's highly unlikely that any judge in the real world will ever override a mediated settlement. It's high time to stop wasting our taxpayer dollars.

I urge Council members to focus their time and talents on addressing current and future Island problems.

Ian C. Devine
2302 Ion Avenue
Sullivan's Island, SC 29482

Bridget Welch

From: Peter Budko <pbudko@yahoo.com>
Sent: Wednesday, September 29, 2021 11:33 AM
To: Bridget Welch
Subject: Resident Comment for tonight's (September 29) Special Council Meeting

CAUTION: > This email originated from outside the Town of Sullivans Island. Do not click links or open attachments unless you have verified the sender and know the content is safe.

Dear Council Members,

I'm writing to encourage you all to please move forward in a cooperative manner to implement the Mediation Agreement regarding the accreted land. You, no doubt, are receiving impassioned pleas from those who oppose this settlement to "do something" to stop it. I would ask you to carefully consider where many of those requests are coming from and to put the island residents first when considering your options. The outside environmental interests have done a masterful job in framing this dispute and subsequent resolution as "deforestation" which whips sympathetic ears into a social media frenzy. Those who are knowledgeable and have done their homework know that nothing could be further from the truth and, in fact, I believe every front beach owner on SI would also oppose such a drastic solution.

We all love our island and it's beauty. However, what was once a close spirit of community, is being chipped away by the incessant name calling and hyperbolic rhetoric resulting from this dispute. Outside interests have the time, resources and ultimate indifference to congeniality to continue their fight indefinitely because they bear no consequences. Islanders are tired of this division and are looking to you to help us ALL (islanders, not outsiders) move forward as neighbors.

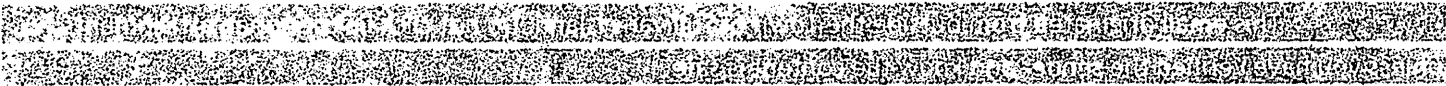
Thank you for listening.

Pete and Carol Budko
2061 Pettigrew Street

[Sent from Yahoo Mail for iPad](#)

Dear Sir,
I have been advised that you are currently
in possession of a copy of the
document which you are referring to in
your letter of the 11th October 2000.

Yours faithfully,
[Signature]
[Name]
[Title]



Yours faithfully,
[Signature]

I am writing to encourage you to please note that the
Agreement regarding the selected land is a binding contract
between the parties and it would be difficult to consider
any other arrangements. The only way to resolve any
disputes is through the arbitration process which is
set out in the Agreement. I would be pleased to discuss
this with you if you have any questions.

I have reviewed what was said at the meeting of the
Committee and I am satisfied that the Agreement is
fair and reasonable. I would be pleased to discuss
this with you if you have any questions.

Yours faithfully,
[Signature]

[Name]
[Title]

2001/10/11

2065 Pettigrew Street
Sullivan's Island SC 29482

Town of Sullivan's Island and
Sullivan's Island Town Council,

September 29, 2021

Dear Sirs,

Re: Court Approved Accreted Land Settlement Agreement

We would like to confirm that we support the Court Approved Accreted Land Settlement Agreement.

Yours sincerely,

Ian McCarthy Angela McCarthy

Ian and Angela McCarthy

ianmccarthy53@gmail.com
Rec 9-29-21 @ 11:55 am.

Bridget Welch

From: Bing Guckenberger <binguck@yahoo.com>
Sent: Wednesday, September 29, 2021 11:57 AM
To: Bridget Welch
Subject: Settlement

CAUTION: > This email originated from outside the Town of Sullivans Island. Do not click links or open attachments unless you have verified the sender and know the content is safe.

Please know I support the arbitrated settlement concerning the accreted land on Sullivan's Island.

Wayne Guckenberger
2105 Pettigrew St.
29482

Bridget Welch

From: Addison Ingle <jaingle@gmail.com>
Sent: Wednesday, September 29, 2021 12:15 PM
To: Bridget Welch
Subject: Accreted Land

CAUTION: > This email originated from outside the Town of Sullivans Island. Do not click links or open attachments unless you have verified the sender and know the content is safe.

I support strongly the mediated program for Sullivan's Island as agreed to many weeks ago. As a matter of fact, I have always thought that a "mediated" agreement is final, and not subject to any change.

J. Addison Ingle, Jr. Resident
1719 Atlantic Blvd

--

J. A. Ingle, Jr.
1047 Anna Knapp Blvd. #205
Mt. Pleasant, SC 29464

Bridget Welch

From: Ann Scott <annscott@sc.rr.com>
Sent: Wednesday, September 29, 2021 9:47 AM
To: Bridget Welch
Subject: Settlement

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I am a resident of Sullivan's Island and I am in full support of the mediated settlement .
Ann Scott

Sent from my iPhone

2215 Atlantic Avenue

Bridget Welch

From: Bradford Dake <bradforddake@gmail.com>
Sent: Wednesday, September 29, 2021 8:19 AM
To: Bridget Welch
Subject: Re Today's meeting

CAUTION: > This email originated from outside the Town of Sullivans Island. Do not click links or open attachments unless you have verified the sender and know the content is safe.

Darla and I would like to express our concern about this special town meeting, so quickly and irresponsibly conceived. The tactics decried in the election process are now being employed similarly by the current council. Watch your head as you stoop ! The town settlement should stand as justly created.

Brad and Darla Dake

2101 Pettigrew St

September ²⁹__, 2021

Via E-Mail

Sullivan's Island Town Council
c/o Town Clerk Welch
2056 Middle Street
PO Box 427
Sullivan's Island, SC 29482
bwelch@sullivansisland.sc.gov

Re: Citizen Comment for Special Meeting September 29, 2021 regarding Mediated Settlement of *Bluestein v. Town of Sullivan's Island*

To Town Council:

I write today to provide written comments in support of the mediated, court-approved Settlement Agreement in the matter of *Bluestein v. Town of Sullivan's Island*. The recent effort to interfere with the Settlement Agreement improperly seeks to delay and obstruct the obligations undertaken by the Town. This effort should be dismissed, and the Town should proceed with the performance of its agreed-upon actions with all due haste.

My family has been on Sullivan's Island for over 100 years. My grandfather, Abe Dumas, and his twin brother were born on it in 1913. Through 6 generations we have watched the island transform. So I come to my support with a perspective many might not have. I understand that the Settlement is not perfect. Many want it to go further, some say it goes too far. But it is a compromise that the law says we must abide. The Settlement Agreement is the resolution reached between the Town and certain citizens following ten (10) years' worth of expensive and protracted litigation. Last fall, the Town made the decision that resolving the litigation and undertaking to perform a reasonable, limited scope of work on the accreted land was appropriate and in the Town's best interests. This decision was made with the assistance of the Town's legal counsel and with full awareness of the very same opposition to the trimming which is now, again, being voiced. This decision is also widely supported by the property owners adjacent to the accreted land. The majority of these property owners are willing to pay for the work to be performed, who are tired of waiting on the reasonable scope of work contemplated by the Settlement Agreement to be completed while the Town deals with serial challenges by a minority of its constituents.

Not only did the Town bind itself by the Settlement Agreement to perform the agreed upon, limited scope of work on the accreted land, the Town also requested, and received, approval of the Settlement agreement by the Court. In addition to running afoul of its contractual obligations, any challenge to or attempt to avoid performance of the Town's duties under the Settlement Agreement places it at risk of violating a Court order.

The cost, expense, and futility of any attempt to avoid performing the work the Town has already undertaken should be apparent. Moreover, those who are now attempting to interfere with the Settlement Agreement are the same objectors, raising the same points, who unsuccessfully opposed the Settlement Agreement and its scope prior to its execution. Their objections were made then and were considered when the Town elected to settle the *Bluestein* case. There is no new evidence, argument, or position today which could justify further



challenge to the Settlement Agreement at this point. It would be a waste of taxpayer money, as well as judicial resources, to pursue this eleventh-hour effort to avoid the Settlement Agreement's reasonable and limited scope of work any further.

The trimming work agreed to in the Settlement Agreement is limited and targeted to achieve a reasonable management of the accreted land's vegetation. The Settlement Agreement identifies the specific types of plants which will be limbed or removed and even identifies specific trees for trimming within each zone of the accreted land. It is not, and never has been, a proposal to clear-cut the area. In short, the work the Town has agreed to will provide a measurable improvement for the quality of life of those near to the accreted land and the safety of the accreted land itself, while providing only minimal change to the experience of anyone who passes through the accreted land on their way to the beach.

I ask that the Town decline to pursue any of the challenges or relief being requested by those who have for years opposed any meaningful management of the accreted land's vegetation.

Sincerely,

Elisabeth Russin Turner

lissy@turner-mail.com

2651 Bayonne St

Bridget Welch

From: William Craver <wcraver@craverlawfirm.com>
Sent: Wednesday, September 29, 2021 12:31 PM
To: Bridget Welch
Subject: Settlement

CAUTION: > This email originated from outside the Town of Sullivans Island. Do not click links or open attachments unless you have verified the sender and know the content is safe.

Sullivans Island Town Council,

I recommend that you be very deliberate in making decisions with how to proceed in dealing with the settlement. If you were considering challenging it, I recommend that you talk at length with the lawyers that represented the town in the litigation and settlement. I also recommend that you hire another lawyer to advise council. That lawyer should not be the one the citizens group is advocating because that lawyer has already determined to challenge the settlement. You need to be advised about the risks and potential rewards of launching such a challenge. You need a truly objective and experienced lawyer to provide that kind of advice.

Respectfully submitted.

Bill Craver
2702 Ion Avenue

Sent from my iPhone

Bridget Welch

From: A Graham <aeagraham.ag@gmail.com>
Sent: Wednesday, September 29, 2021 1:15 PM
To: Bridget Welch; John Graham
Subject: City of Sullivan's Island Settlement Agreement

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September 29, 2021

Ashlie and John Graham
1655 Atlantic Avenue
Sullivan's Island, SC 29482

Dear Ms. Welch,

We are writing today to express our support for the Town of Sullivan's Island settlement agreement regarding the accreted land and the implementation of that agreement.

After visiting and renting on Sullivan's Island for over 20 years, we recently purchased a property that will serve as our family's home for many years to come. We believe we have a good understanding of the culture and history of Sullivan's and are qualified to weigh in on the matter. We have closely followed the lawsuit and settlement, and now that we are property owners, we have spent even more time studying the settlement agreement and details.

At first glance, the headlines that "Sullivan's Island Will Chop Down the Maritime Forest" and supporting opinions regarding the case caused great alarm and hesitation. No one wants to see our beautiful island destroyed by clearcutting an entire ecosystem. However, as anyone who has read the settlement can see, that is not the intent or decision of the agreement. Instead, it creates the framework on how to manage the land that has grown out of control over the past three decades in a responsible and environmentally sound way that will benefit all residents, not just those adjacent to the accreted land.

Our other concern is the precedent set when a legal judgement that has been settled in the courts can be revisited over and over. Namely, what message does this convey to citizens who simply don't agree with certain laws and judgements?

We believe the land management can be accomplished in a practical, non-devastating way and the Town Council has a duty to uphold its commitment to the island residents to move forward on this matter once and for all.

Thank you,
Ashlie and John Graham

Bridget Welch

From: S. E. Tibstra <setibstra@gmail.com>
Sent: Wednesday, September 29, 2021 1:35 PM
To: Bridget Welch
Subject: Sullivans island tree trimming

CAUTION: > This email originated from outside the Town of Sullivans Island. Do not click links or open attachments unless you have verified the sender and know the content is safe.

To whom it may concern,

I own a home on Atlantic Avenue on Sullivan's Island. I am absolutely in favor of the tree trimming to be done on Sullivan's island. The trimming will increase property values and thus property taxes which is an obvious benefit for the town. We believe the tree trimming is necessary for home owners and the environment and we hope the town agrees.

Thank you,
Jason Aryeh

1651 Atlantic Avenue

September 29, 2021

Via E-Mail ~ bwelch@sullivanisland.sc.gov

Sullivan's Island Town Council
Attn: Bridget Welch, Town Clerk
PO Box 427
Sullivan's Island, SC 29482

Re: Mediated Settlement of *Bluestein v. Town of Sullivan's Island*

To the Members of the Sullivan's Island Town Council:

We have been retained to represent a group of property owners on Sullivan's Island for the purpose of assisting with the implementation of the settlement agreement ("the Agreement") reached by the Town of Sullivan's Island (the "Town") in the civil action styled *Bluestein et al. v. Town of Sullivan's Island et al.*, C/A No. 2010-CP-10-05449. We write today on behalf of our clients to ask the Town to reject the most recent effort of an entrenched interest group to obstruct, interfere with, and jettison the Town's performance of the Agreement as contracted and as ordered by the Charleston County Court of Common Pleas.

After ten years of expensive litigation, the Agreement was meticulously crafted and negotiated by the Town and its counsel. The public was given the opportunity to comment and express opinions not only on the substantive issues underlying the *Bluestein* litigation but also the Town's decision to enter into the Agreement itself. Ultimately, last year the Town Council executed the Agreement.

Contrary to repeated and dramatic mischaracterizations by opponents,¹ the Agreement requires a specific, limited scope of work to be performed by the Town's contractors throughout the Accreted Land. Contrary to many of the suggestions made by the opponents of the Agreement, *no clear cutting will occur*. The scope of work adopted by the Agreement was the result of careful consultation with experts and designed to be performed in a way which minimizes any impact from hurricanes, storm surge or other environmental concerns.

The effort being made today – asking the Town to breach a binding and enforceable contract and to violate a court order – is based upon issues no different from those which have been presented, considered, and rejected in prior phases of the debate about the Accreted Land. While the procedural posture today reflects the natural progress of the case, there are no new, different, or unique elements raised by the opposition to the Agreement which were not appreciated last year when the Agreement was signed. And there has been on change in the controlling law.

¹ For example, this morning one advocate suggested to a local television station that the present challenge was needed to save the "maritime forest" from "destruction." Live 5 News, Sept. 29, 2021.

HOOD LAW FIRM, LLC

Town of Sullivan's Island
Page Two
September 29, 2021

The procedural avenues suggested by those opposed to the Agreement are deficient of any sound legal basis. To suggest that a former Town Council cannot bind successor bodies directly contravenes both South Carolina statutory and common law.² Even if the Court entertained a Rule 60 motion for relief from a prior order *and* concluded that the Town met the extremely high burden of proof for such a motion *and* rescinded its Order Approving the Settlement Agreement, the Agreement would remain a legally binding contract with which the Town must comply or face exposure for breaching its contract. The Town may not evade an entire body of contract law merely because it has now decided it does not wish to perform its obligations under the Agreement. Nor will a new lawsuit seeking declaratory relief be met with success under South Carolina law. The only practical result of the present effort by the Agreement's opponents will be to incur further legal fees (at the taxpayers' expense) and expose the Town to additional civil liability.

Of additional concern to our clients is Town Council's failure to provide any meaningful opportunity for public comment or any real transparency as to Town Council's handling of the most recent obstruction effort. Today's Special Meeting was noticed with barely more than 24 hours' notice, with no detailed disclosure of what the "Public Request for Clarification" entails or how much time will be afforded to any presentation being made, and with no period for public response to the same.³ The irony of this approach should escape no one – the very opponents of the Agreement who are now pursuing this eleventh-hour effort, and those Town Council members who are ideologically aligned with them, are exploiting the political process in a way designed to push this challenge through despite having complained that their position was not adequately heard by prior years' Town Councils.

To that end, we strongly encourage Town Council to set this endeavor aside and simply comply with the Town's contractual obligations under the Agreement. The Town has already agreed in the Agreement itself that to perform the scope of work is in the best interests of the health, safety and general welfare. The Town also agreed that to allow conditions to continue as they currently are would be a danger to the residents and visitors of the town. Specifically, the overgrown vegetation has created an excess of pests, and is home to many coyotes. The vegetation also would enable wildfires to quickly spread throughout the area. Finally, it has inhibited my clients' scenic views, which has demonstrably decreased their property's value.

We do not wish to drag this already-settled matter on any longer. That said, if the Town fails to comply with the terms of its Agreement, we are prepared to seek prompt legal and equitable relief to enforce the Agreement and seek damages from the Town for its breach of the same. Our clients sincerely hope this can be avoided and the Town will perform as it has promised.

² See S.C. Code Ann. § 5-7-30 (Supp. 2017); See also *Newman v. McCullough*, 212 S.C. 17, 25, 46 S.E.2d 252 (1948); *City of Beaufort v. Beaufort-Jasper County Water & Sewer Auth.*, 325 S.C. 174, 480 S.E.2d 728 (1996); *Piedmont Pub. Serv. Dist. v. Cowart*, 319 S.C. 124, 132, 459 S.E.2d 876 (Ct. App. 1995).

³ See Agenda for Special Meeting of the Town Council, Town of Sullivan's Island, Sept. 29, 2021.

HOOD LAW FIRM, LLC

Town of Sullivan's Island
Page Three
September 29, 2021

Kind regards,

Yours truly,



James B. Hood

Bridget Welch

From: Daniel Nixon <dnixonun@aol.com>
Sent: Wednesday, September 29, 2021 1:43 PM
To: Bridget Welch
Subject: Settlement agreement

CAUTION: > This email originated from outside the Town of Sullivans Island. Do not click links or open attachments unless you have verified the sender and know the content is safe.

I strongly support the Settlement Agreement. Dan Nixon 1611 Atlantic Ave, Sullivans Island.

Bridget Welch

From: sandra nixon <sgn100un@gmail.com>
Sent: Wednesday, September 29, 2021 1:55 PM
To: Bridget Welch
Subject: Strong support of SULLIVANS ISLAND settlement agreement

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Thank you for the opportunity to support. the beauty and tranquility of our Sullivan's Island.

Add to

Bridget Welch

From: Dave Peterseim <dspsc001@gmail.com>
Sent: Wednesday, September 29, 2021 1:53 PM
To: Bridget Welch
Subject: I'm in favor of the settlement

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Dear Town Council,

I am in favor of community reconciliation and closure after a mediated settlement in our court of law. I have listened to both sides and hope that each finds some consolation with elements of the mediated settlement. Good faith mediated settlements should be honored in my opinion.

I can not attend the meeting in person tonight.

Thank you for serving in the town government.

Regards
David Peterseim
1707 Atlantic Ave SI

Sent from my iPhone

September 29, 2021

Dear SI Town Council:

I am writing in reference to tonight's SITC "Special Meeting". I fully support the Mediated Settlement Bluestein v. Town of SI.

Over the past 10 plus years, a significant amount of time, energy, and taxpayer dollars were spent on this much debated issue. The prior SITC was elected by a MAJORITY. That SITC voted on the decision to mediate the settlement, including a 'aye' vote by current SITC members: Mayor O'Neil, Bachman Smith, Kaye Smith, & Greg Hammond. Like most mediated settlements, not everyone is happy with the outcome, but it was a compromise from both sides. The agreement is a FINAL settlement which has been signed off on by both Mayor O'Neil and the Court. SITC has a duty to not allow anyone to interfere with the settlement and it should not be open for discussion. Holding a "special meeting" to spend more assets & time on a legally settled issue is reckless spending of taxpayer dollars.

I urge you to dismiss any interference being requested by residents that may not be happy with the Final Settlement. Sounds quite similar to the 2020 Presidential election...some people have a difficult time accepting the results of a democratic process if the result is not in their favor.

Sincerely,

Manda M. Poletti
1771 Atlantic Ave

Bridget Welch

From: Allison Diggs-Bourland <adiggsbourland@gmail.com>
Sent: Wednesday, September 29, 2021 3:26 PM
To: Bridget Welch
Cc: Allison Bourland
Subject: Vote no

CAUTION: > This email originated from outside the Town of Sullivans Island. Do not click links or open attachments unless you have verified the sender and know the content is safe.

Hi Bridget,

Below is a letter that I have written to the SITC about my opinion re a possible vote to challenge the court approved settlement agreement. Would you be able to send it to them?

Thank you so much,
Allison Bourland

Dear Sullivans Island Town Council members,

Thank you for serving our town.

I support the mediated, court approved Settlement Agreement and I think that to vote to challenge or obstruct it is a bad idea.

In 1991 the town of SI agreed, through a legally binding deed, to manage the vegetation on its accreting land in such a way as to provide its residents breeze and view corridors and protection from fire. The town has not done what it agreed to do and last year the South Carolina Supreme Court ruled that the town of SI needed to come up with a plan and get the job done.

The town chose mediation over another trial. A land management plan was approved. If this town council votes to challenge that settlement agreement the town could face massive legal fees. The town will be sued and, since we know that the SCSC has already said that the town must honor its agreement to provide breeze and view corridors, not cutting vegetation is not an option.

In addition to the legal fees that would result from this challenge the town could also become responsible for paying for the inevitable land management plan itself. Under the current agreement the front beach property owners will be paying for the job.....

The proposed plan is a good plan. It is not clear cutting as opposed to the strong PR message that has been driven so hard. I won't go on about that but I would like to comment on our invasive species problem

The hackberry trees are suffering from a disease or blight, (I don't know the scientific reason), and they are dying. They come up by the roots and leave large holes in the soil, creating erosion

problems. As a result of these openings thousands upon thousands of Chinaberry trees are growing rampant throughout the forest. We have an out of control invasive species problem and as stewards of the land we should have been dealing with it long ago.

Thank you,
Allison Bourland

1607 Atlantic Avenue

Bridget Welch

From: Andy Benke
Sent: Wednesday, September 29, 2021 4:49 PM
To: Bridget Welch
Subject: FW: Yes to Judicial Review

Just found this in my email box

Andy Benke
Town Administrator
Town of Sullivan's Island
Post Office Box 427
Sullivan's Island, SC 29482
Direct Telephone: 843-883-5726
Facsimile: 843-883-3009
Emergency: 9-1-1
Police and Fire Dispatcher: 843-743-7200 Email address: abenke@sullivansisland.sc.gov Web address:
www.sullivansisland.sc.gov

"Populus Felix in Urbe Felici"

☑ Think Green - please don't print this e-mail unless needed.

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-----Original Message-----

From: Karen Byko <karen.byko@mac.com>
Sent: Wednesday, September 29, 2021 1:08 PM
To: oneilp <oneilp@sullivansisland.sc.gov>; Bachman Smith <BSmith@sullivansisland.sc.gov>; Greg Hammond <gghammond@sullivansisland.sc.gov>; Scott Millimet <smillimet@sullivansisland.sc.gov>; Justin Novak <jnovak@sullivansisland.sc.gov>; Kaye Smith <ksmith@sullivansisland.sc.gov>; Gary Visser <gvisser@sullivansisland.sc.gov>
Cc: Andy Benke <abenke@sullivansisland.sc.gov>
Subject: Yes to Judicial Review

CAUTION: > This email originated from outside the Town of Sullivan's Island. Do not click links or open attachments unless you have verified the sender and know the content is safe.

Dear Mayor O'Neil and Town Council,

Thank you for listening to island residents in their call for a special meeting of Town Council to approve the hiring of outside legal counsel to advise on the filing of a Declaratory Judgement and Rule 60 Relief from Court order in the Bluestein Lawsuit Settlement.

The 190-acre maritime ecosystem was put into a public land trust to be managed by Town Council for the benefit of all islanders, and so that all South Carolinians can have access to this ecological wonder left in its natural state. This settlement removes the flexibility from Town Council to manage the land trust, as intended by the deed.

It also destroys the centerpiece of our climate resiliency plan as we face down the prospect of more frequent and damaging storms, penetrating storm surge and everyday flooding. Science tells us that height x density x coverage x type of vegetation provides our most important protection from storm surge. Science also tells us that trees are amazing storm water pumps. But you know all that already!

I have every confidence that you'll do the right thing tonight, and vote to hire outside counsel and file for judicial review of this disastrous settlement that puts all of our safety at risk to address a few homeowners' desires for more expansive "ocean views and breezes".

Respectfully submitted,

Karen Byko
2862 Middle

Sent from my iPhone

Bridget Welch

From: Andy Benke
Sent: Wednesday, September 29, 2021 4:49 PM
To: Bridget Welch
Subject: FW: Vote Yes to Judicial Review

Just found another in my email box.

Andy Benke

Town Administrator

Town of Sullivan's Island

Post Office Box 427

Sullivan's Island, SC 29482

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Police and Fire Dispatcher: 843-743-7200

Email address: abenke@sullivansisland.sc.gov

Web address: www.sullivansisland.sc.gov

“Populus Felix in Urbe Felici”

 Think Green - please don't print this e-mail unless needed.

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From: rob.byko@mac.com <rob.byko@mac.com>
Sent: Wednesday, September 29, 2021 1:50 PM
To: oneilp <oneilp@sullivansisland.sc.gov>; Bachman Smith <BSmith@sullivansisland.sc.gov>; Greg Hammond <ghammond@sullivansisland.sc.gov>; Scott Millimet <smillimet@sullivansisland.sc.gov>; Justin Novak <jnovak@sullivansisland.sc.gov>; Kaye Smith <ksmith@sullivansisland.sc.gov>; Gary Visser <gvisser@sullivansisland.sc.gov>
Cc: Andy Benke <abenke@sullivansisland.sc.gov>
Subject: Vote Yes to Judicial Review

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Dear Mayor O'Neil and Town Council,

Thank you for your vote tonight to approve hiring of outside counsel to file for judicial review of the Bluestein lawsuit settlement. The 190-acre public land trust should be managed for the benefit of all Islanders, not a few. We are on the front line of the climate crisis and sea level rise on our barrier island. We are counting on you to do the right thing.

Best,

Rob Byko
2862 Middle

Bridget Welch

From: Thomas Faulds <chief64@icloud.com>
Sent: Thursday, September 30, 2021 12:39 PM
To: Bridget Welch
Subject: Mediated

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We support the mediated settlement. Gloria and Tom Faulds.

2413 I'on Ave