

TOWN OF PAWLEYS ISLAND

TOWN COUNCIL MEETING MINUTES

Town Hall – Conference Room | 323 Myrtle Ave | Pawleys Island SC 29585

4/13/2026 – 5:00 PM

PRESENT: Mayor Brian Henry, Mark Hawn, Sarah Zimmerman, John LaMaster, and Paul Groce (Virtual)

STAFF PRESENT: Daniel Newquist, Corey Higdon, Chief Fanning, and Lindsey DeGrendel

ADDITIONAL PRESENT:

ABSENT:

1) CALL TO ORDER / OPENING REMARKS

- Mayor Henry called the meeting to order at 5:00 PM.

2) PUBLIC COMMENTS

- Barry Stanton: Mr. Stanton submitted a written public comment before the meeting. This comment was dispersed to all Town Council members. **For the full comments, please see them attached below.**
- Debbie Smittle: Ms. Smittle submitted a written public comment before the meeting. This comment was dispersed to all Town Council members. **For the full comments, please see them attached below.**

3) APPROVAL OF MINUTES – 2-9-2026 & 3-4-2026

- **Mayor Henry requested a motion to approve or amend the 2-9-2026 Regular Town Council minutes and the 3-4-2026 Town Council Goal-Setting Workshop meeting minutes. Mr. Hawn motioned to approve both of the minutes. Mrs. Zimmerman seconded the motion.** No further discussion. **All voted in favor.**

4) REPORTS AND UPDATES

a) Police Report

Chief Fanning explained that February and March were relatively slow months for the Police Department, aside from two burglaries at construction sites. Two work trailers were stolen overnight at a construction site on Myrtle Avenue, with the PD security cameras catching the trailers being hauled off the island around 6 am. Mrs. Zimmerman questioned whether the license plate number was captured in the videos, to which Chief Fanning clarified that the plates were covered during the burglary. He added that there are currently no leads on the stolen trailers. The second burglary occurred on a construction site of a new home, but nothing was ultimately taken from the site. Chief Fanning encouraged contractors to set up cameras at their job sites. Lastly, he elaborated on an incident in early April in which a low-flying plane startled beachgoers and residents. He explained that the Federal Aviation Administration (FAA) is investigating the incident.

b) Building Report

Mr. Higdon presented the building report for February and March, stating that it has been a busy two months, with 21 new permits issued since the last regular Town Council meeting (11 in February and 10 in March). He elaborated that these were mostly minor projects, aside from two demolition permits for 164 Atlantic and 188 Atlantic Avenue. Mr. Higdon noted that these properties had designs approved at the previous Architectural Review Board meeting, and permit applications for new single-family homes are expected to be submitted in the coming weeks.

c) Financial Report

Mr. Newquist presented the financial report for February and March, highlighting that all 2025 audit documentation requests have been submitted and town staff is now awaiting the next steps from the auditors. He reminded Town Council that the Town's bookkeeper, Sandy Jersek, is retiring at the end of the year, but has assisted with the audit process this year. He explained that Mr. Higdon is taking on the accounting role for the Town and is currently learning the Sage Accounting Software with the help of Mrs. Jersek. Mr. Newquist elaborated on a new franchise fee agreement with Santee Cooper, which would bring the Town \$50,000-\$60,000 in revenue a year through the agreement. He noted that the agreement will likely be presented to the Town Council at the next meeting. Lastly, Mr. Newquist highlighted the purchase of a new Toyota Tundra truck for the Police Department, which will replace the Ford F-150. He added that the truck came in well under the budget for the new vehicle.

5) BUSINESS

a) Town Council Strategic Goal Setting Workshop Recap

Mayor Henry recapped the recent Strategic Goal Setting Workshop on March 4th, noting that it was the first goal-setting workshop held by the Town of Pawleys Island Town Council in six years. He explained that 12 priorities were identified by the council, with each priority being assigned to specific council members to track progress on. Mayor Henry updated that an email would be sent to the property owners highlighting the new webpage that lays out each priority: <https://www.townofpawleysisland.com/strategic-priorities/> Mr. Hawn commended the council members for their commitment to each goal, as well as Charlie Barrineau of the Municipal Association of South Carolina for hosting the workshop.

b) Mayor Pro Tempore Designation

Mayor Henry explained the role of the Mayor Pro Tempore, who would fill in the position of Mayor if needed, as well as be the chair of Council meetings if the Mayor is unable to attend in person. Mayor Henry nominated Mr. Hawn as Mayor Pro Tempore.

Mayor Henry requested a motion appoint Mr. Hawn as the Mayor Pro Tempore. Mr. LaMaster motioned to appoint Mr. Hawn. Mrs. Zimmerman seconded the motion. No further discussion. All voted in favor.

c) ATAX Committee Vacancy

Mayor Henry stated that there is one vacancy on the seven-member Accommodation Tax Committee. He explained the state requirements for the breakdown of the committee, which must consist of at least two members from the lodging industry and one from a cultural organization. Mr. Newquist noted that Rob Levine, the chair of the committee, is stepping down from his position with the A-Tax Committee. He explained that the Town hopes to have a candidate for the position by next month's meeting, and acknowledged Vida Miller of the Waccamaw Neck Arts Alliance as a possible candidate.

d) Beach/Creek Monitoring Contract Proposal- CSE

Mr. Newquist explained that the Beach Monitoring Contract with Coastal Science & Engineering (CSE) is expiring this year, and a proposal has been submitted to extend the contract three additional years. He added that baseline data on the Pawleys Island creek would be included in the new contract proposal, which is currently lacking any reliable data. The contract would cost \$30,000 per year for the beach monitoring, as well as \$14,000 for the first year only for the creek monitoring.

Mayor Henry requested a motion to approve the contract with CSE for the 3 years of beach monitoring (\$30,000/year). Mr. Hawn motioned to approve the contract. Mr. LaMaster seconded the motion. No further discussion. **All voted in favor.**

Mayor Henry requested a motion to approve the contract with CSE to monitor the health of the Pawleys Island creek (\$14,000 in the first year of the contract). Mr. LaMaster motioned to approve the contract. Mrs. Zimmerman seconded the motion. No further discussion. **All voted in favor**

e) Prince George SCDES-BCM Permit Application

Mayor Henry updated Town Council on the Prince George Lawsuit, stating that the lawsuit has been officially settled and the Prince George community has moved forward with the application to cut the inlet at the south end of the island. This application was submitted to the South Carolina Department of Environmental Services-Bureau of Coastal Management (SCDES-BCM). Mayor Henry explained that SCDES-BCM is currently in the public comment period of their review, adding that the Town has drafted a letter of support for the relocation of the inlet. Mr. Hawn inquired if a public hearing would be held for the project, to which Mr. Newquist explained that the total number of public comments received would determine if a public hearing would be held. Mayor Henry requested that the Town Council see the public comments received about the project.

Mayor Henry requested a motion to approve the letter of support for the project. Mr. Hawn motioned to approve the letter of support being sent to SCDES-BCM. Mr. LaMaster seconded the motion. No further discussion. **All voted in favor.**

f) Army Corps CSR project Appraisal Services Contract

Mayor Henry explained that there are three outstanding easements for the Army Corps of Engineers to obtain for the south end renourishment project. He updated that there is a proposal for an appraiser for the three remaining easements. Mr. Newquist stated that Curt McCall was recommended by the Town's attorney, Will Dillard, to appraise the remaining easements. He added that the Town received a verbal quote of \$7,500-\$10,000 for the three easements. Mr. Groce thanked the previous Council members for their efforts with the 2020 renourishment project, which helped tremendously reduce the impacts from Hurricane Ian in 2022.

Mayor Henry requested a motion to approve the verbal quote for the appraisal of the three remaining easements with appraiser Curt McCall. Mr. LaMaster motioned to approve the quote. Mr. Groce seconded the motion. All voted in favor. No further discussion.

g) Pawleys Island Local Comprehensive Beach Management Plan Update

The Town's Spring intern, Lindsey DeGrendel, presented updates that have been made to the Pawleys Island Local Comprehensive Beach Management Plan, which has not been updated since 2011. State law requires that municipalities update their local beach management plans every ten years to be eligible for state funding/grants for beach management projects. Ms. DeGrendel highlighted updates such as revised data, drainage planning, and management strategies. She added that the key next steps for updating the plan will be improving beach safety, evaluating parking and access, and finalizing remaining sections of the plan. Mayor Henry added that funding strategies could be an important topic in the updated beach management plan. He also explained the difficulties of acquiring beach-compatible sand and questioned whether this was reflected in the plan. Ms. DeGrendel stated that it was not mentioned in the plan but could be addressed in the updated plan. Lastly, Mayor Henry noted that the settlement with Prince George gives the Town access to beach-compatible sand when the new inlet gets relocated.

Town Council thanked Ms. DeGrendel for her hard work on the beach management plan updates and her time spent with the Town this Spring.

h) Historic Preservation Special Committee Update – Voting Member Appointments

Mr. Groce provided an update on the Historic Preservation Special Committee (HPSC), which has made tremendous progress since the last Council meeting. He highlighted that the survey of historic properties has nearly been completed, a historic preservation ordinance has been drafted, and the first trial submission for historical nomination has been submitted. Mr. Groce added that a stand for the HPSC will be at the Town's Memorial Day event to further spread the initiative to property owners.

Mr. Newquist explained that formal voting members would have to be appointed for the committee by the Town Council. This subset of voting members would ensure that a

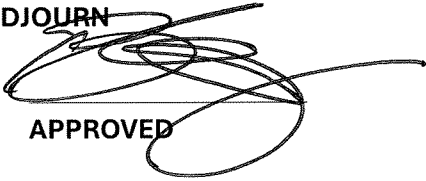
quorum could be met at each meeting and that motions could be made and voted on by the committee. The proposed voting members are as follows: Jerry Lieberman (Chair), Laura Geffs (Vice Chair), Bert Mills, Marty York, Betsy Bailey, Jen Groce, and T. Gordon McLeod.

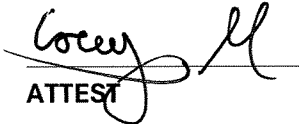
Mayor Henry requested a motion to appoint the seven voting members for the HPSC. Mrs. Zimmerman motioned to appoint all seven members. Mr. Hawn seconded the motion. No further discussion. **All voted in favor.**

6) COMMENTS BY COUNCIL MEMBERS

- Mrs. Zimmerman asked for an update on the beach vitex initiative. Mr. Newquist explained that the University of South Carolina has been helping out through their research program at the Hobcaw Barony Reserve and thanked Jen Plunkett for her great help with the initiative. He updated that the invasive beach vitex plant is starting to come out of its dormancy as the weather gets warmer. Mr. Newquist clarified that property owner communication is the key priority at the moment, as more site visits to properties will help establish a better inventory of the plant on the island. Mr. LaMaster questioned when treatment would begin, to which Mr. Newquist stated that the first treatments will begin within the next month.

7) ADJOURN


APPROVED


ATTEST

5/11/26
DATE

5-11-2026
DATE





Daniel O'Hara <dohara@townofpi.com>

RE: 4-13-2026 Pawleys Island Regular Town Council Meeting

Debbie Smittle <debbie.smittle@lachicotte.com>
To: Town of Pawleys Island <info@townofpi.com>

Mon, Apr 13, 2026 at 2:54 P

Good afternoon,

I had planned to attend today's meeting but unfortunately won't be able to make it.

I'd like to share my concerns regarding the scheduled date and time for the 4th of July parade. Since July 4th falls on a Saturday this year, it will be one of the busiest days for guest checkouts and arrivals on the island. Closing roads for the parade that morning could create significant challenges for guests trying to depart, as well as for cleaning teams needing access to prepare homes for incoming guests at 4:00 PM.

Thank you for your consideration.

Debbie Smittle

General Manager/Property & Owner Service Manager

Litchfield / Lachicotte Annual Rentals & Vacation Rentals

10554 Ocean Hwy. Pawleys Island, SC 29585

843-979-6740

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From: Town of Pawleys Island <info@townofpi.com>
Sent: Saturday, April 11, 2026 4:59 PM
To: debbie.smittle@lachicotte.com
Subject: 4-13-2026 Pawleys Island Regular Town Council Meeting

[View this email in your browser](#)



Barry Stanton's Comments to Partly "New" Town Council for 4-13-26 Meeting

Dear Ms. Zimmerman, and Mssrs. Henry, Hawn, Groce and LaMaster:

I sense that you are fixing to make a big mistake.

I should say, rather, resume a colossal blunder.

Please include these comments in your minutes. I also recommend you publicly discuss them, rather than omit mention of them and make them publicly available only approximately a month in arrears of any action you take.

Of course only three of the five of you are "new" on this council, and the "new" three have risen from council-picked committees which should have been familiar with the matter I am writing about.

As you should already know, the previous council of Zimmerman, Henry, Holliday, Green and Carter (the "Previous Five") publicly misrepresented the matter I am writing about for approximately the last seven (7) years.

I nevertheless wanted to make sure that that there is no amnesia, or further pretense or cloaking, and that before you proceed, you are all formally charged with knowledge of at least some of the actual, true, facts of the matter (and some of the law), of which Mr. Henry and Ms. Zimmerman are acutely aware.

I am sorry the Previous Five put you in this position. As you have learned by now, in 2019, the Previous Five began actively trying to perpetrate a mass hoax to fraudulently and coercively obtain unreasonable "easements." And the kernel of this plan was in or before 2018.

This is that same controversy that has been extant for seven years now. It has clouded our titles and cast a pall over the culture that used to be Pawleys and the enjoyment of our lives and property.

The Previous Five had numerous opportunities and offers to drop this harmful and financially wasteful fraud and work out a sensible solution which continued to be offered. However, they repetitively chose to do more damage and waste more money threatening – as they did for about the last four-and-a-half (4 ½) years -- to

sue three owners for a third time, knowing the assault would be vigorously opposed with a necessary countersuit, among other things. If I were you, I would not go to the Previous Five or to the complicit Corps to ask for “advice.”

The pertinent partial background is not short.

It would have been bad enough if the Previous Five had told the truth about the matter from the start.

If they had, astute owners would have had a disappointing revelation of that council’s incompetence and disregard for the property owners on the south end. However, then there would have been enough “holdouts” to make even the zero-dollar, fraudulent condemnation attempts not feasible.

In that case, the Town and property owners probably would have had no further paralyzing, disqualifying entanglement with the Corps under not only the Corps’s illegal manner of administering a “misinterpreted” federal statute,¹ but a putative agreement² with the Town that is independently invalid.

Had there been public honesty and full transparency from the beginning, we would not have the current continuing controversy, and would not have had to suffer years of coverup, complete lack of objectivity, lack of intellectual engagement, adamant obtuseness, and grossly decayed island culture. There is still time to salvage a few things, but, as I stated above, I fear you are being led into a big blunder.

¹ The Water Resources Development Act of 1986, as amended, sometimes “WRDA,” or “WRDA 1986.”

² As recounted within its context and sequence, below, without prior authorization of the contract, and without any delegation of signatory authority, an employee of the Previous Five town council of the Town of Pawleys Island, a South Carolina municipal corporation, secretly signed a multi-decade, multimillion-dollar “PPA” between the Town and the United States Army Corps of Engineers on January 16, 2020, and, nearly four (4) years later, the same Previous Five, by one voice vote, with no discussion or investigation of the previous secrecy and lack of authorization, adopted a written resolution that purported to ratify the contract and the employee’s signing of it.

Starting in 2019, the Previous Five (actually joined in early 2020 by Mr. Henry) constantly projected to all island property owners that 113 “beach nourishment” easements -- which that council sought only on the south end oceanfront -- only allowed placement of sand on the beach.

This was false. It was known by that council and Mr. Henry, from the beginning, to be so. Not one of them signed such an “easement.”

Further, that council of the Previous Five affirmatively – dishonestly -- projected that these easements did not contain the numerous objectionable features that the council had inserted into the proposed granting document it drafted. The council wrote these documents up in early 2019 for south end oceanfront owners, alone, to hurriedly sign. This assertion of lack of harmful and extraneous features was false and known by the proponents to be so.

As you know, among the most shocking and offensive of these added features was having only the south end oceanfront owners grant perpetual public access throughout the entire proposed easement area on their property, right up to the doorsteps of their houses.

The public access was general, perpetual, unlimited, and smack up to the houses.

Despite what the Corps says, this is not a requirement of federal law or regulation, or any legitimate “policy.” This is one point on which the council of the Previous Five unfortunately substituted dishonesty for gumption.

Additionally, the large piece of each owner’s privately owned property impressed with the proposed “easement” was proposed to be subjected to town “operation” as a “public beach.” I have elsewhere explained numerous times, the dire ramifications of this for south end owners and all other owners.

This proposed “easement” area on the ocean side of the south end owners’ oceanfront homes consumed a large proportion of the lots. The affected area was in alarming, and unnecessary, proximity to the homes. It was tantamount to taking a large chunk of the valuable lot (and everything on it) right up to the doorstep, completely, in “fee simple.” It would literally no longer be private property.

The Previous Five were simply sacrificing south end property owners and their property. The Previous Five did this in return for a mere chance of getting the Corps to take over decisions affecting our beaches and our lives, in return for disqualifying us from various types of aid, and saddling us with much Corps baggage for 50 years.

To back up a bit, before 2004, a possible beach nourishment project had been discussed for the south end of Pawleys Island with the Army Corps of Engineers. However, it had none of this rubbish.

Partial Background

The almost Corps project

Before 2004, the Town of Pawleys Island³ expressed interest in a potential project to add unconsolidated material (“sand”) to the beach on substantial parts of the island (a “renourishment project”).

The on-again-off-again possibility of involvement of the U.S. Army Corps of Engineers (Corps) included a 2004 Corps report recommending a “storm damage reduction project” to be carried out by the Corps under WRDA 1986 (the federal Water Resources Development Act of 1986). The town would share in the costs incurred by the Corps.

By 2006, the report, as amended in 2005, was approved by the Chief of Engineers, the head of the Corps in Washington, D.C. The project described in the

³A relatively large geographical area, including mainland, in the vicinity of the small actual island known as “Pawleys Island” has come to be known as Pawleys Island. The municipality of the Town of Pawleys Island is constituted only by the island itself, and the surrounding waters or marsh “to the mid-line of the creek” separating the island from the mainland.

approval was only for the south end of the island, for a distance of about 1.2 miles of beach. It included putting sand on the beach⁴, and putting sand above the beach, on private property.

For many years, Congress provided no funding for the approved project. The Town realized that waiting for the Corps was not a reliable approach.

The almost town project

By 2017, the town obtained a 2017 permit for its own independent project. As opposed to the case under a project designed and performed by the Corps, the Town would be able to control its own design, the performance of the work, the timing, and the costs.

By January 2018, the town's plans without any Corps involvement had continued to progress, and the plan was to do the independent project in the period from fall 2018 to winter 2019.

The contemplated independent town project was for all segments of beach, not solely for the southern end of the island. This was documented publicly through

⁴The "shoreline" is generally the line between the water and the shore land.

The "shore" is generally the area between the low water mark and the mean high water mark.

The "shore" is sometimes called the "beach" or the "intertidal zone," and it is generally synonymous with the "wet sand beach," even though the sand on the shore is subject to getting wet, but is not necessarily wet at a given time.

In most places on Pawleys Island, in the rest of South Carolina, and in many other states, the land above the mean high water mark is subject to distinct ownership, e.g., private ownership, and usually is not public "beach" as that term is sometimes used.

the Town's council's published minutes⁵ of its approximately monthly meetings on the town's website, which are available as far back as the January 9th, 2018 meeting.

The almost Corps project and the 2019 PPA

However, in early July 2018, the Corps announced that it had funding under the Bipartisan Budget Act of 2018.

In a special council meeting on July 16, 2018, the council decided by unanimous voice vote to not proceed with the independent project which had been planned, engineered, and permitted.

The town would discontinue the arrangement with the contractor that the town had previously agreed upon. Instead, the council would go forward with a Corps-backed plan that was offered earlier in the month. This would require the town to forgo completing the project by spring of 2019 as planned, and wait another whole year.

The Corps would get its own bids and use its own contractor. The town would carry the costs of renourishing the parts other than the south end and would share costs with the Corps on the south end.

⁵The "open meetings laws" contained in the South Carolina Freedom of Information Act, S.C. Code Ann. § 30-4-10 et seq., require that all meetings of a government body be public unless specifically exempted, and that, unless specifically exempted, minutes of all such meetings be kept and preserved as a public record, to which the public has a right to access. Thus, in law, a secret or noncompliant meeting is illegal and essentially does not exist, insofar as justifying any actions taken inside or outside of legitimate meetings.

In the same meeting, it was recounted that the Corps would finance the town's share of costs of the "project." In hindsight, the financing offered by the Corps was limited to financing the town's share of the south end work, but this was not clear in all public communications. I.e., the town would finance all the non-south-end work from town coffers or other sources in any event.

In the same July 2018 meeting, it was recounted that the Corps assured the town that no "validation study" by the Corps would be required. This "validation study" is a complicated and time-consuming process in which the focus is not on saving land or providing public recreation, but, rather on the aggregate market value of structures and the extent to which damage to structures may be reduced, thus contributing to the general economic good of the nation. The Corps conducts a benefit-to-cost ratio calculation and considers diverse information to determine if the BCR "justifies" the project.

A "major factor" in the Town's decision to have the Corps do the project was the ability to piggyback on the Corps's contractor's mobilization costs. (March 11, 2019 council minutes.)

The assumption was that the Corps's contractor would build the mobilization costs into what the Corps was charged for the south end, and that the town could have the same contractor then do the additional work to the north for only the incremental variable costs without being charged a share of the mobilization costs.

In the July 16, 2018 council meeting, it was also mentioned only that “also,” the town would need to collect “easements.”

It was stated that the “easements” would need to be obtained from “all beach front owners” before work would begin. Nothing further was said, however, about these “easements,” and nothing further was asked by any council member.

The later August 13, 2018 council meeting was the first public mention that the Corps would require the town to acquire “easements” only from the oceanfront owners of the 113 homes on the south end.⁶ No council member owned oceanfront property on the south end.

⁶ The council’s minutes reflect the following:

8-13-18: Corps has provided few details, but 113 perpetual “easements” will be needed. The Corps will use CSE data to design the project.

8-10-18: Making arrangements to have town attorney get “easements.” Corps offered to do north end, but if it were to be done on a basis that would repeat, Corps would need perpetual “access.” [Hindsight translation: if north end is “federal project,” the same horrible easements are requested.]

10-8-18: R. Fabbri (then town administrator) to meet with town attorney “regarding” “the easements.” “We will have the wording for the council to approve at next meeting.” “Our attorneys and surveyors will work together to prepare the easements.”

11-13-18 (next meeting): [Nothing about easements or their wording to approve.]

12-10-18 (next meeting): [Nothing about approval of easements or wording of easements for council to approve.] R. Fabbri met with Corps “and will start working on the easements.”

1-14-19 (next meeting): [Nothing about approval of easements or wording of easements for council to approve.] Terms of potential agreement (2019 PPA, not 2020 PPA) with Corps are Corps “pays” 65% of construction costs and finances town’s 35% for up to 30 years. Motion carried authorizing R. Fabbri to sign. “We just established the easement line.” “We will send the complete easement to the Corps.”

2-11-19: R. Fabbri mentions agreement “that we signed” with Corps. [Town cannot find it.] Corps would waive individual appraisals if town could appraise the entire project “and show there is no value taken.” [Town later fraudulently pursued this, and the document was obtained by a fraudulent explanation, which was repeated in all public forums while south end owners were pressured not to upset the fait accompli.]

The easements—impliedly for the right to put sand partly on the owners’ land⁷—were described as perpetual “easements,” but no other features or scope were publicly mentioned by the council or its staff.

At the January 14, 2019 council meeting, the council voted to authorize the then-town administrator, Ryan Fabbri, to execute the “PPA” between the Corps and the town.

According to the minutes, Ryan Fabbri stated that “this is the agreement the Corps of Engineers needs” for the Town “to move forward with designing and implementing our project.” In truth, it was not the Town who would design or perform the “project”: the Corps would, and would send the Town a bill for its “share.” Thus, Corps involvement is not receiving “funding.” Corps involvement is the Corps making determinations, the Corps doing what the Corps decides, and the Corps sending a bill for a “share” determined by the Corps.

As noted on numerous occasions, the council did not base its early-2019 easement requests to 113 property owners on the premise that the added perpetual public access feature and “town operation” feature were benign, necessary, or distasteful. The council based years of its approach and its decision to pursue partial involvement of the Corps on concealment and a hoax with regard to easements. The premise was that these added perpetual features were not in the document and did not exist.

Through these misrepresentations and various cajoling and threats, the council of the Previous Five actually collected a great number of these south end easements, ruining the subject properties for those owners and their hapless heirs and assigns.

⁷None of the 113 owners owned land seaward of the mean high water mark, and thus, with the exception of the owners’ “littoral rights” that extend through the shore, no easement from the owners was needed for work in that area. All of the 113 owners owned the land landward of the mean high water mark, and thus, easements were implied to be for work on that land.

For this January 14, 2019 meeting, a 20-page, single-spaced, U.S.-government-drafted, December 4, 2018 prototype of the “Project Partnership Agreement” being authorized was included in the agenda packet for the meeting.

This “Project Partnership Agreement” actually involved, among other things, millions of dollars of possible spending and work over approximately five decades, with no ability of the Town to terminate it.

The minutes recite an understanding that “we” will do periodic renourishments “every 9 years.” Under the PPA, the Town does none of the work. If any work is done at all, it is done by the Corps, or on the Corps’s schedule. Whether the Corps does any work or not, the Town is disqualified from other federal aid for the project area. If the Corps does work, the Corps determines the cost, and sends the Town a bill for its “share.”

The minutes recite, “It has been reviewed by our Town Attorney.”

The only legal bill obtained close to this period is the bill of N. David Durant for work completed December 6, 2018, describing a one hour “Meeting with Core,” for a charge of \$175.

The January 14, 2019 minutes recount that the town would pay 35% of the initial “construction”⁸ costs on the south end and the Corps would fund 65% of it.

⁸Various references to performing “renourishment” work speak of “construction” or “initial construction,” even though, in many instances, no hard structures are built. The operation does involve more than simply piling tons of additional sand on the beach and in this

Additionally, the Corps would finance the town's 35% on very favorable terms. "Every nine years," there would be a periodic renourishing, with costs incurred by the Corps being split 50/50 with the town.

There was no discussion of the fact that the PPA repeatedly makes all obligations of the Corps dependent on whether funds are "available," or "subject to receiving funds," but binds the town with no rights of termination for 50 years, and that the Corps had already informed the town that easements for the south end would be "perpetual."

There was also no discussion of how signing a 50-year contract with the Corps would affect eligibility for other aid pertaining to the south end for 50 years.

There was no discussion of the inability of the town—regardless of any failure of the Corps to do any work—to terminate the 50-year contract, or the inability of the council to make independent decisions over the next 50 years concerning alteration and use of the beach and dunes on the south end, including before and after natural disasters.

sense, the filling, creation of a berm, or creation of an artificial dune is referred to as "construction" of the project.

Periodically putting more sand on the beach, however, is generally not referred to as "reconstruction" or "supplemental construction." It is referred to as "periodic renourishment."

No Corps money or financing was provided for beach not on the south end. However, the PPA allowed for reimbursing the Corps 100% at Corps-incurred rates, for Corps-incurred work that was not on the south end.

There was no discussion of the Corps having the final decision for 50 years on selection of contractors according to its own procurement practices.

Council also did not discuss the Corps having the final decision for 50 years on pricing to be accepted and costs to be incurred and to be consequently billed partly to the town. They also did not discuss the Corps having the final decision for 50 years as to timing, design and engineering of successive projects, if any, including experimental measures like leaving giant, mile-long, socks full of non-beach-compatible rubble on the beach and in the surf, permanently.

Neither the PPA nor any side agreement contained an assurance such as that previously recounted, that future validation studies with positive results would not be required as preconditions of the initial construction and each successive “periodic renourishment.”⁹

⁹ That is, there was no review of whether the possibility of repeat non-emergency projects depends on whether the next project “continues to be justified.” See, e.g., Tuesday, January 28, 2020 2:16:23 e-mail of Russ Rote, P.E., PMP, Project Management, Charleston District, U.S. Army Corps of Engineers to D. Steinbeiser et al. (writing 12 days after the below-described secret Pawleys PPA was signed, that a federal project “ensures” a 50 year project life “as long as it continues to be justified”).

Neither the PPA nor any side agreement contained an assurance regarding the previously identified “major factor” of the allocation of mobilization costs between “the federal project” and non-south-end work.

The PPA cursorily described at this January 14, 2019 meeting of the council did not contain any specification of the easement terms that would be required.

However, later-obtained internal documents that were not made public reveal that, as early as November 2018, the council and Mr. Fabbri had received a Corps detail of certain verbiage to include in the easements.

This verbiage, which has caused controversy in other places, was neither publicly discussed nor publicly mentioned by the council or staff in the January 14, 2019 meeting.

To approve the January 2019 contract, there was no referendum. There was no ordinance passed. There was no first reading of an ordinance. There was no formal written resolution. The four council members present—then-mayor Braswell, Mr. Green, Mr. Carter, and Ms. Zimmerman—all simply voice-voted in favor, with Mr. Holliday absent. They verbally authorized the town administrator, Ryan Fabbri, to execute the contract (the “2019 PPA”).

On February 11, 2019, council met again, with Mr. Carter absent, and the minutes refer to “the federal government’s agreement, that we signed with them,” and lay out an approach to the appraisal requirements of that agreement.

The “federal government’s” agreement referred to as “signed” in the February 11, 2019 minutes is the 2019 PPA. This was the first putative multi-decade, multimillion-dollar PPA signed on behalf of the town by the administrator. It cannot now be found by the town.

The next day, on February 12, 2012, as discussed in the February 11 minutes, the town administrator, Mr. Fabbri, proceeded to authorize an appraisal company to proceed with appraisals of 113 easements.

Mr. Fabbri agreed to provide the appraiser “any pertinent documents from the US Army Corps of Engineers.” Mr. Fabbri, however, once again, did not provide the verbiage which had been in his and the council’s possession since November 2018. Once again, he provided none of its details. Mr. Fabbri did not provide the appraiser the Corps wording of the easements. He did not provide any other wording, he misinformed the appraiser of the material terms and features, and he did not verbally disclose other material terms.¹⁰

Around February 2019, having already forgone a fall-winter window starting in October 2018 for the Town’s independent project, the council confirmed a critical window for start and completion of the Corps project the council had elected to wait

¹⁰ It would be an understatement to refer to this action as “sleight of hand,” and the Corps would inevitably have known of it at the time or shortly after receiving the appraisal report which recounts what the appraiser relied upon.

a year for. The critical “construction” window was now from fall 2019 into winter of 2020, e.g., October 2019–March 2020.

The council began sending proposed oceanfront “easement” deeds only to the 113 oceanfront owners on the south end. The rest of the island owners were publicly informed that the council was sending out “easements.”

Virtually 100% of those south end owners nonresidents. These “easement” deeds drafted by the town attorney, Mr. Durant, were alleged to be required post haste under the signed January 2019 PPA.

The council and Mr. Fabbri persistently stated verbally and in writing from February 2019 to beyond April 2019 that the 113 oceanfront easements were needed urgently. The council and Mr. Fabbri repeatedly stated that the “easements” were merely for doing the sand work and leaving the sand on the private property.

For example, Mr. Fabbri wrote, “The easement will be used only by authorized personnel solely for activities related to the construction and maintenance of the project including sand placement and associated earthwork, installation of sand fencing, and planting of beach grass associated with the project” (Fabbri April 30, 2019 letter to Stanton.)

However, the densely worded actual document for the easements, which was prepared 113 times by the town attorney, Mr. Durant, had extra words inserted. These words went beyond those relating to access for work. These words called for

perpetual and unlimited public access to the private property all along the ocean side of the lots that were subjected to the easements.

The area subjected to this newly granted public access was the entire described easement area, right up to within as few as two feet of the doors, windows, or porches of the houses on the ocean side.

All 113 proposed easements were represented by the council and its administrator to be required before any work on anything could be done. The proposed easements were represented to be needed with great urgency and no later than April 30, 2019, with no changes, in order for the schedule for the already delayed project to be met at all.

On March 11, 2019, the minutes of the February 11, 2019 council meeting—including recognition of “the federal government’s agreement, that we signed with them”—were approved unanimously by all five on council, Mssrs. Braswell, Green, Holliday and Carter, and Ms. Zimmerman (all but one of whom were later in the Previous Five).

On March 11, 2019, “Ryan Fabbri informed council that he informed USACE of our disappointment” in “their new stance” on mobilization costs. The Corps had by then proposed that the town pay the proportion of mobilization costs attributable to the work done other than on the south end.

On April 9, 2019, despite the fact that the Town considered actual performance and completion of the project in the fall-winter window starting in fall 2019 to be critical, the Corps described the prospects differently behind closed doors. Russ Rote, of the Corps Charleston office, who was then the project manager, did not include anyone at the Town, but wrote to two workers at the South Carolina Department of Health and Environmental Control (now the Department of Environmental Services) and copied two workers at the Corps. Mr. Rote stated that the “best case” scenario would probably be an award of a construction contract in early fall of 2019. (April 9, 2019, 6:43 A.M. e-mail of Rote to Stout, James, Hughes, and Parrish.)

In the May 13, 2019 council meeting, Mr. Fabbri publicly stated that there was only one easement that was not agreed to.

He “understated” the status of agreement of the 113 owners to the requested easements. He accordingly continued to foment a singling out and shaming of any straggler, and incorrectly implied to each non-signing owner auditing the meeting that he or she was the only remaining one concerned enough to not sign.

There were actually three or more non-signing owners at the time. (Even later, on February 18, 2020, Mr. Fabbri stated that there were 13 easements that were either not signed or “noncompliant,” and he stated there were six on March 9, 2020.)

By mid-June 2019, although the council had informed its appraiser that the council did not have the easement wording and had not provided the easement's true terms, the council had somehow obtained a June 14, 2019 appraisal of 109 easements from the appraiser whom the council had hired earlier in the year.

Around June or July 2019, the Corps put the project on hold, once again.

The Corps had to do a validation study (BCR study), contrary to a prior agreement that the Corps would not do so.

The town project

On July 29, 2019, the council made their decision that the Corps was not reliable. The council decided to, again, go at it alone.

In addition to other considerations, the council recognized publicly in their meeting, "The easements that were collected were necessary for the Army Corps of Engineers to do our project but if we decide to go with Marinex the easements are not necessary."

The council publicly decided to do their own project. The sand placed would have a 15-20 year lifespan with no periodic renourishment. Even at the end of that span, there would be 400,000 cubic yards more sand than there was before the project.

Additionally, the council emphasized the positive aspect that federal help (in the form of actual money) other than help from the Corps might be available during

that span. Because the town project would not be a Corps project under a PPA, there would be no PPA in place to disqualify the south end portion from all other federal aid.

For example, the south end would qualify for certain FEMA aid for “engineered beaches” if the south end was not under a PPA with the Corps. This type of aid is funding—actually getting money—as opposed to the Corps “assistance,” which takes the form of the Corps doing its own work under its own pricing determinations, and then billing the Town for its “share.”

The independent project would have different specifications and be under a different permit than a Corps project. Namely, the independent project would be done under the independent permit the town had obtained in 2017 for its independent project. The project would use town-hired engineering and design, it would use a town-hired contractor, and it would have a different design and sand volume.

The council was not publicly purporting to provide funding for a Corps of Engineers project at all. The council decided in July 2019 to proceed with work in October 2019.

In these summer months of 2019, there were multiple regularly scheduled and special meetings regarding the changing price and the scope of the renourishment project.

On August 12, 2019, by voice vote on an agenda item, the council authorized Mr. Fabbri to sign a nonbinding “MOU” with the Corps.

This “Memorandum of Understanding” was explained as a document that held the door open for the Corps to possibly be able to offer an arrangement in the future. The potential arrangement was one in which, “then if funding does become available,” the town might get future “credit” for a later-determined “federal” share of the money advanced by the town for work “prior to execution of a project partnership agreement.”

This credit would only relate to money determined in the future to have been spent on the southern part of the independent project.

The minutes note, “There is nothing guaranteeing that this will actually happen.”

No explanation was given, nor was any question publicly asked, nor was any discussion conducted, on why the MOU addressed expenditures made “prior to” the execution of a PPA, when the February 11, 2019 minutes referenced a PPA as already having been executed. The minutes indicate that the 2019 PPA was signed in or around January 2019.

There was also no discussion of why the “Proposed Work” defined in the MOU referenced a portion of the work in the 2017 permit for the Town’s independent project.

That is, the Chief of Engineers did not approve the Town's independent project in 2006. In the Chief of Engineers' 2006 approval document, the Chief approved work of different scope defined as the "Project," and the 2006 description was repeated verbatim in the January 2019 PPA.

In October 2019, the Town commenced work on its independent project, under its independent 2017 permit.

The Town had ceased to ask for any more easements. The work started at the south end, and proceeded north as successive southern segments were piled with sand and substantially completed.

On December 27, 2019, the council issued a project update newsletter. On December 27, 2019, the project was proceeding north of Dr. Floyd's house, the four southernmost groin cells (approx. 1200-1600 feet) had been completed, and groins 1-5 (counting from south to north) were completely covered.

The secret 2020 PPA

In the January 6, 2020 council meeting, there was no mention whatsoever of the Corps of Engineers.

On January 16th, 2020, as the independent project work moved north, then-town administrator Ryan Fabbri signed another, different, "Project Partnership Agreement" with the Corps. This time, he did so in secret.

This putative PPA with the Corps was more than a year after the January 2019 PPA that the February 11, 2019 minutes reflect was signed. At the time of the January 2020 secret signing, the terms, finances, and circumstances were materially different from the ones spoken about perfunctorily at the January 14, 2019, council meeting.

There was no council meeting with a voice vote approving the January 2020 contract. There was no vote authorizing the town's employee to sign the contract. There was no mention of the PPA at all.

There was also no mention of a PPA in any proximate council meeting, and thus no mention of anyone signing a PPA. There was no mention of the matter in the February 2020 council meeting, in any project update newsletter, or in any newspaper. This expensive, disqualifying, nonterminable contract purporting to bind yet-to-be-elected future town councils for approximately the next 50 years, was a secret.

There had also been no record or mention of an actual, formal termination of the 2019 PPA referred to in the February 11, 2019 council minutes as "the federal government's agreement, that we signed with them."

There were no referenda, ordinances, or resolutions approving the secretly signed 2020 PPA or authorizing the town's employee, Mr. Fabbri, to sign it.

There were also no subsequent public announcements or project updates mentioning the signing or any new authorization. It remained a secret from Pawleys owners.

By late February 2020, the Town had long ago finished work on the south end. The Town had little to do to complete the entire project, including the mid-island to the north. Private oceanfront land of owners all along the south end had been laden with sand and an artificial dune.

By February 12, 2020, Mr. Fabbri began asking for “easements” again. Only on the south end.

To explain it, he alleged that easements were necessary for a potential deal with the Corps. He referred only to the earlier nonbinding MOU with the Corps. He stated that the easements would allow the Corps to plant sea oats and install sand fence, and stated that “[i]f the Army Corp is involved in the initial construction of our project, they can activate our agreement.” (February 12, 2020 Fabbri letter to Stanton.)

This was a lie.

Mr. Fabbri also persisted in the council’s false public message of denying the existence of the public-access grants that had been inserted in the requested easement.

At the direction of the council, he stated, “The easement will be used solely for activities related to the construction and maintenance of future projects including sand placement and associated earthwork, installation of sand fencing, and planting of beach grass associated with the project ... The easement is and always will be for the purpose of constructing and maintaining the project. It does not ... change your ability to access or use the property as you currently do, except in limited instances during the construction phase of future periodic renourishments. You will still maintain private access to the beach.” (February 12, 2020 Fabbri letter to Stanton.)

In the February 18, 2020 council meeting of Mssrs. Henry, Holiday, Green and Carter, and Ms. Zimmerman (the Previous Five), the council publicly discussed the town’s nearly completed, independent “Beach Nourishment Project,” including an \$80,000 budget for planting vegetation and installing sand fence and discretionary decisions as to how much to do.

The Corps Sand Fence and Dune Project

Later in the same February 18, 2020 meeting, Ryan Fabbri spoke again, but still did not mention the secretly signed January 16, 2020 PPA.

Neither did Mr. Henry, Mr. Holliday, Mr. Green, Mr. Carter, or Ms. Zimmerman. The PPA putatively bound the Town for five decades and many millions of dollars.

Mr. Fabbri publicly described a separate prospective “U.S. Army Corp/Sand Fence & Dune Plantings” project.

Mr. Fabbri stated that “this Army Corp Project” only covered the south end, and stated that, in order for “this” to go forward, “we would need to get all of the 113 easements.”

He stated that there were thirteen (13) easements that either had not been obtained or needed to be redone because of errors.

He stated that the Town would need to proceed with a condemnation process for at least two of them. He again did not publicly mention that the “easements” were for public access. Neither did the council of the Previous Five.

Even though he was acutely aware of changes to the “easements” that had been requested, and that those owners requesting changes were willing to grant reasonable actual easements, Mr. Fabbri did not publicly describe the nature of any disagreement over the reasonableness and legality of the terms of the easements. Neither did the council of the Previous Five.

There were also no questions asked by Mr. Henry, Mr. Holliday, Mr. Green, Mr. Carter, or Ms. Zimmerman as to what the issue was with the requested easements, so that the public could understand what the actual problem was.

Council had no public discussion of such matters and made no public disclosure of them. However, the council of Mr. Henry, Mr. Green, Mr. Holliday,

Mr. Carter, and Ms. Zimmerman publicly approved threatening the process of condemnation.

They endorsed the threat on the basis that it would “help them [the property owners] comply” with the request for the “easements,” the true terms of which the Previous Five never publicly disclosed and would never acknowledge.

By early to mid-March 2020, the town had officially completed the renourishment work. The dredge, pipes, and heavy equipment were gone, even from the far north reaches.

In the May 18, 2020 meeting, the same council of the Previous Five – Henry, Holliday, Green, Carter, and Zimmerman -- approved a written resolution to proceed with the condemnation process against the property owners who did not sign the “easements.”

Since 2019, certain owners had consistently made explicit objections to “public access” verbiage which the council refused to remove from the proposed easements. However, these objections were made directly to the council and its employee, not in a publicized manner. In its May 18, 2020 meeting, the council falsely confirmed publicly, with the town attorney Durant present and concurring, that the substance of the easements which were to be condemned was “simply to put sand on the beach.” This was a lie.

The Previous Five stated in its minutes that the council believed that the “easements” were necessary to become a partner with the Corps on the project, even though the February 11, 2019 council minutes reflected that a Project “Partnership” Agreement had been signed in January 2019, and even though the still-undisclosed, secretly signed, still-undisclosed, January 16, 2020 PPA was already signed as well.

Here, four (4) months out from execution of the secret PPA, no council minutes stated that a 2020 PPA had already been signed with the Corps. No minutes alleged that the existing agreement required the easements, or that the Corps was requiring the town to acquire the easements pursuant to contractual prerogatives of the Corps under an already signed and binding contract previously signed in secrecy.

At the end of June 2020, despite three owners’ offers of easements they considered reasonable, the council of Henry, Holiday, Green, Carter, and Zimmerman then sued the three owners for condemnation.

The condemnation suit attempted to take the “public access loaded” easements, not merely easements “simply to put sand on the beach.”

Under a deadline imposed by law, the three owners filed separate challenge actions to stop the condemnations. The three opposed numerous motions by the town, and submitted a motion for summary judgment to the court on August 21, 2020.

The summary judgment motion set forth as undisputed facts, the council's providing of false information in its May 18, 2020 public meeting authorizing the condemnation. The motion set forth the council's providing of various false information in May 2020 to the required appraiser. The motion set forth the council's stating of false information in the notices served by the council in June 2020.

In court proceedings, neither the town's lawyer nor any of the town's filed papers—including two extensive sworn affidavits of Mr. Fabbri—mentioned the existence of a putative binding 2020 contract with the Corps.

The council's minutes available on the town's website do not reflect any open and public discussion by the Previous Five of the nature of the owners' objections, the subjects of which also seriously affected 110 other oceanfront south end owners.

In August 2020, instead of correcting dishonest and reprehensible behavior, or seeking to obtain relief for the embattled landowners, then-mayor and council member Brian Henry wrote to the Corps.

He asked if there was a "nuclear option" which could be used against the landowners.

It can hardly be gainsaid that by October 16, 2020, the council of Henry, Holliday, Green, Carter and Zimmerman had been long ago explicitly aware, in detail, of the owners' contentions about both the easements and the procedure.

These contentions were set forth in the owners' July 20, 2020 challenge action Complaint, in their July 31, 2020 challenge action Amended Complaint, in their briefs opposing motions by the town, and in their August 21, 2020 motion for summary judgment. These were all in action 2020CP2200600, which is available to any member of the public on the Georgetown County "Public Index."

Yet, the council of Henry, Holliday, Green, Carter and Zimmerman sued the owners a second time.

The council did so on October 16, 2020, on virtually the same false basis, with virtually the same flaws and some new ones. It can only be surmised that the multiple lawsuits by the town were an attempt to get around the stay of condemnation which was in effect in the first suits. In the second set of suits, the council again did not allege the existence of a signed 2019 or 2020 PPA with the Corps.

By then, because of the deluge of false public implications by the council that the owners would not grant any easement at all, still not many citizens were aware of the contentions about the easements or the council's actions. That is, the council suppressed such information in all public fora, and press coverage largely described the matter as an effort to get "renourishment easements." Very little coverage confirmed that the easements actually and truly were an attempt to newly impose public access on private property.

On December 4, 2020, Judge Nettles preliminarily granted the owners' motion for summary judgment and on January 20, 2021, he issued a formal stoppage order.

In February 2021, the council of Henry, Holliday, Green, Carter, and Zimmerman withdrew the second set of suits before the owners' second set of challenges could be further pursued and ruled upon. By April 5, 2021, the demise of all town attempts to obtain the offending easements by litigation was final. The town understandably chose not to appeal anything.

The Town's secret "partner," the Corps, was surely aware that the Town was no longer asserting that it had a right to take the offending easements. The Corps was also aware that the owners continued to offer reasonable easements, which were refused.

The topic of the "easements" and the litigation did not come up again in the official minutes of the council until December 13, 2021.

Up to December 13, 2021, there still had been no public disclosure that a signed January 2020 PPA existed. On December 13, 2021, the town council perfunctorily approved Resolution 2021-05 to approve payment to the owners for some of the litigation expenses that they had requested and that been ordered by the court.

Still without disclosing that an already signed 2020 PPA was involved in the mechanics, the council continued to issue public threats that it needed "all"

“easements” for the Corps to plant vegetation and install sand fence. The Corps eventually did the plantings and installations without the three easements, spent \$275,000, and skipped those three properties.

The Corps and the council of the Previous Five -- Henry, Holliday, Green, Carter and Zimmerman -- now asserted that the south end was a completed Army project.

However, they did not assert that an already signed PPA was involved in the mechanics. Plantings and fencing are not included in the “Project” approved in 2006 by the Chief of Engineers or in the detailed identical description of the “Project” in the 2020 PPA. Plantings and fencing do not appear to have been part of any authorized federal project or expenditure.

The “Chief’s Report” of December 19, 2006 defined the project which he was recommending to Congress, and described specifically, the work and expenditures he was recommending. The Bipartisan Budget Act of 2018, funding the project, defined the purpose of the appropriation and the authorized expenditures in the same way. The January 2019 PPA defined “Project” with the verbatim description of the Chief’s Report. The secretly signed 2020 PPA used the same definition of “Project,” verbatim. None of these descriptions of the “federal project” described plantings and fencing as part of the “Project,” authorized any expenditure on plantings and fencing, or even mentioned planting or fencing.

The Previous Five then persisted in issuing public threats that “all” easements were needed in order for the town to get further potential benefits from the “completed Army project” and the Corps involvement.

These threats continued and intensified after September 30, 2022. On that date, Hurricane Ian impacted the built-up beach and artificial dune from the town’s completed 2019-2020 project.

Almost a year later, in July and August 2023, one owner, Stanton, wrote to the newspaper. He also wrote publicly to the council of Henry, Holliday, Green, Carter and Zimmerman, for inclusion in the council’s July and August minutes, regarding his discovery of the concealed 2020 PPA.

He asserted that it was invalid.

In the council meeting of August 14, 2023, over three-and-a-half years after the 2020 PPA was secretly signed, and a year after Hurricane Ian of September 30, 2022, the council was discussing plans to do “emergency” renourishment of the sand lost in Ian. This was to be “rehabilitation” work under a federal law (PL 84–99). In that meeting, then-mayor Brian Henry asked an invited guest member of the Corps to confirm on the record that the town “was in a partnership with the Army Corps.”

Even in the August 14, 2023 council meeting, there was never any formal disclosure of an alleged 2020 PPA in existence. The council verbally affirmed a “partnership” instead of identifying the written multimillion-dollar contract.

No public or private discussion was conducted concerning its terms and merits, and why it was signed in secret in a gross violation of trust and protocol three-and-a-half years earlier.

The terms, merits and secrecy, of course, also had not been discussed back in 2020. In the August 2023 meeting, the then-mayor, Mr. Henry, asked those present if they “wanted to” be “in the Army Corps program” and they agreed on the record that they wanted to be “in the program.”

They did not discuss – or ask about -- the terms, and expressed no shock nor even surprise or curiosity about the previous and continued secrecy and profligate off-the-record council activities.

The attempts to ratify the secret 2020 PPA

On October 9, 2023, in reaction to follow-up comments made by Stanton to the council, the council of Henry, Holliday, Green, Carter and Zimmerman started trying to ratify the 2020 PPA.

They attempted to do so, even though it had been secretly signed with no discussion or review almost four years earlier.

They started to do so through a resolution drafted by the “new” attorney hired in 2021, but members Green and Holliday had not come to the meeting. On November 14, 2023, seeking to unanimously express approval of all previous acts and omissions, the council followed this up by finally purporting to ratify the secret

acts of Mr. Fabbri on November 14, 2023, nearly four years after he signed the agreement. He was no longer employed by the Town. He “left” in 2022, remarking of a “toxic” environment, but not elaborating.

The council attempted this ratification with no legal review of the terms, consequences, and wisdom of the PPA. They also made no additional effort to negotiate the agreement, asked for no public input, and had virtually no discussion of these matters in earshot of ordinary property owners.

On April 15, 2024, the council of Henry, Holliday, Green, Carter and Zimmerman adopted a resolution characterized as an attempt to get the “easements” the Town stated it believed were required, including laying the groundwork for condemnation.

However, the council again did not publicly recount any of the details of the previous objections of the landowners, the consistent offers of the landowners of reasonable easements, the numerous previous attempts of the landowners to resolve the matter, the failure of the previous two sets of litigation, or the reason for the failures.

I hope this only partial history is useful to you, and that you will formally declare the imprudent request for the preposterous “easements” to be at an end.

We would be happy to assist you in ending the matter.

Best, Barry 4-12-26