

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

AMENDMENT 5
TO
MOU # 2014-10

WITNESSETH:

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made this 3RD day of APRIL, 2024 between the Town of Bluffton ("Town"), a municipal corporation organized and existing under the laws of the State of South Carolina and Palmetto Bluff Preservation Trust, Inc. (the "Trust").

WHEREAS, the Trust provides residential garbage removal services to the residents of the Palmetto Bluff community in accordance with the Community Charter for Palmetto Bluff as recorded in Beaufort County Register of Deeds on April 17, 2003 at Book 1747, Page 2090 (as amended, restated, supplemented or otherwise modified from time to time); and

WHEREAS, the Town made an agreement effective August 15, 2013 with the Trust to reimburse for residential garbage removal services in the Palmetto Bluff community in calendar years ending 2013, 2014, and 2015 at the prevailing rates the Town paid their contractor for residential garbage removal; and

WHEREAS, that agreement was renewed on July 1, 2016 for calendar years ending 2016, 2017 and 2018 through December 31, 2018; and

WHEREAS, that agreement was renewed on March 27, 2019 for calendar years ending 2019, 2020 and 2021 through December 31, 2021; and

WHEREAS, that agreement was renewed on December 21, 2021 for one additional term for the period from January 1, 2022 to December 31, 2022; and

WHEREAS, that agreement was renewed on November 9, 2022 for one additional term for the period from January 1, 2023 to December 31, 2023; and

WHEREAS, the Town desires to reimburse the Trust for residential garbage removal services in the Palmetto Bluff community for calendar year 2024, effective January 1, 2024 through December 31, 2024; and

NOW, THEREFORE, in exchange for the mutual promises written herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. The total compensation paid by the Town to the Trust for these services shall be equal to the current monthly fee paid by the Town to its provider (at the time of this contract, Waste Management) for other municipal residential properties unless the fee paid by a particular property was less; in no case will the Town reimburse for more than was paid during a calendar year. No compensation will be made for unoccupied homes or commercial properties.
2. The Trust shall provide to the Town by February 1st each year a copy of the invoice they received for garbage services covering the preceding year for qualifying residential properties. Qualifying residential properties are those that remit residential property tax for the calendar year. Developer shall supplement the invoice by designating whether a property is occupied full-time, part-time, or is an unoccupied home.
3. Developer shall send invoices via email to invoice@townofbluffton.com with the reference **MOU 2014-10**. In the alternative, invoices may be sent to the Town of Bluffton, PO Box 386, Bluffton, South Carolina, 29910. Approved invoices shall be paid within a practical period once due diligence procedures have been performed on the documentation by the Town of Bluffton Finance Department, but not later than June 30th of the fiscal year in which the invoice was received.

4. General Terms and Conditions:

- a. The Town Manager or his designee may terminate this MOU in whole or in part at any time for the convenience of the Town. If the MOU is terminated for the convenience of the Town, the Town will pay the Trust as agreed up to the date of termination.
- b. Should any part of this MOU be rendered void, invalid or unenforceable by a court of law, such a determination shall not render void, invalid or unenforceable any other part of this MOU.
- c. This MOU has been made and entered into in the State of South Carolina, and the laws of South Carolina shall govern the validity and interpretation of this Agreement in the performance due hereunder.

IN WITNESS WHEREOF, the parties hereto have caused the within Amendment 5 to Memorandum of Understanding 2014-10 to be executed this _____ day of _____, 2024.

PALMETTO BLUFF PRESERVATION TRUST, INC.

TOWN OF BLUFFTON

Date: 4-3-24

Date: _____

By: [Signature]

By: _____

Print Name: TIM STRUZYNski

Print Name: _____

Position: PALMETTO BLUFF PRESERVATION TRUST

Position: _____

PROPERTY OWNERS ASSOCIATION

Witnesses: [Signature]

Witnesses: _____