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From: John Smith <jgsmith@forino.com>
Sent: Sunday, May 28, 2023 12:57 PM
To: Hilton Head Community Care
Subject: Announcement Regarding the Trash Consolidation Program

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COOSAW POINT

An Important Note Regarding the Trash Consolidation Program

Residents,

Information regarding the trash consolidation project was provided to the community in the River Club Reports on April 7th, May 12th and May 25th and reported at the May 10th board meeting. Minutes of the board meeting were distributed by Sentry Management. In last weeks newsletter, we explained that more details of the program would be sent via e-blast. Not all information was shared because the final agreement with CWS was not consummated until Wednesday, May 25th.

While we continue to receive positive feedback from many residents, we've also read mixed, social media comments opining on the program. As a policy, the board communicates with residents via in-person meetings, calls, emails, e-blast or weekly publications and not

through social media. So, we wanted to respond directly to comments/questions and provide clarity for all residents including the ones who don't use social media.

Background

Numerous resident complaints regarding trash collection and debris pile burning were previously received by the POA. The decision to consolidate waste services was discussed over 18 months. The board submitted RFP's (Request for Pricing) to all area waste companies in April to explore alternative solutions. As stated in the excerpt below, which comes from the Coosaw Point Master Covenants, the board is authorized to enter into contracts for community services. Especially, when it feels such a move will preserve community assets, which was a major intent of the project.

Amended and Restated Declaration of Covenants, Easements, Conditions and Restrictions for Coosaw Point

8.9. Provision of Services - The Association may provide, or provide for services and facilities for the Members, their guest, lessees and invitees and shall be authorized to enter into or terminate contracts or contracts with other entities including the Declarant, to provide services and facilities. The board may charge use and consumption fees for such services and facilities. By way of example, some services and facilities, which might be offered include **garbage removal**, landscape maintenance, snow removal, pest control service, cable television service, security, caretaker services, transportation, fire protection, utilities, including access to fiber optics networks, community boat docks and similar services or facilities. Nothing herein

shall be construed as a representation by the Declarant or the Association as to what, if any, services shall be provided. In addition, the Board, in its discretion, shall be permitted to modify or cancel existing services provided unless otherwise required by the Governing Documents. No owner shall be exempt from the obligation to pay for such services. if provided to all Owners as a Common Expense based upon non-use or any other reason.

Summary:

Aside from our fiduciary responsibility, we feel consolidating trash collection and stopping incineration is in the best interest of our community. Our residents pay above market prices (as much as 2 to 3X other developments) and do not get the same level of service. We incur road and property damage from trucks not properly sized for our alleys and hours of operation are not regulated leaving the POA with limited authority to remedy vendor issues. These conditions will only worsen as the community grows and the situation is not sustainable. The board exercised its authority for what we believe is our communities best interest.

Below is a summary of the questions we anticipate you may have, If there are others, please feel free to contact us.

Thanks,

Coosaw Point POA Board

FAQ's

- **When and how does the contract take effect?** July 3, 2023.
Instructions from CWS will be sent to you regarding the steps to enroll and switch over.
- **What is the cost?** \$22 per home per month
- **How often will my trash be picked up?** Trash will be picked up weekly.
- **Is recycling included in the new service?** Yes, picked up every other week.
- **Will carts be furnished?** Yes, (2) 96 gallon carts will be included in the service for each home.
- **How will the board know if the service is working?** Coosaw Point will have a dedicated CWS customer service representative required to submit weekly reports including all customer calls and complaints.
- **Will my trash be picked up on the alley behind my house?** Yes, customers who have alley access to their homes will have alley pick up at no additional cost.
- **Can I have trash picked up 2X per week?** No, however an additional cart is available for \$5 per month for larger families. Our objective is to limit truck traffic to once per week service.
- **Is the debris pile going away?** Eventually, but not any time soon. You may dispose of bagged debris weekly with your trash (2 bag limit) at your home or yard waste to the debris pile where there will be a 30 yard roll off container available. The cost to dump the roll-off when needed will be charged to the POA.
- **Is bulk item pick up included?** Yes, biannually and included in the rate.

- **Will the Builders Guild participate?** Yes, most have signed up already. The builders pay for their services directly with the CWS, but our combined purchasing power helped residents get a better rate.
- **Why can't I just stay with my current trash provider?** All trash companies were given the same opportunity to bid. However, only a few were willing to meet all requirements for an exclusive arrangement. This meant some companies were unwilling to provide large and small vehicles, abide by strict hours of operation or provide the additional services in our request. CWS is investing in a smaller 20yd. vehicle for alley pick ups.
- **How much money will Forino or the POA make from this program?** Nothing. The residential rate is the net contract price. All savings and additional services benefit POA residents.
- **Why is recycling included, isn't it cheaper to eliminate it?** The savings by excluding recycling was so negligible that we included it for everyone on the advice of our vendors who believe recycling will be mandated by the County in the near future. Based on discussions with residents, the majority preferred to have the option to recycle if the cost are reasonable.
- **What are the terms of the contract?** The contract is for five years, with fixed pricing for the first two years. Each year after, the parties negotiate annual increases not to exceed the average annual CPI index. We were pleased that we could lock into a lower cost and position ourselves to limit future adjustments as our community grows.
- **What other customers does CWS have?** City of Beaufort, City of Hardeeville & Habersham. CWS has over 95,000 residential customers.

- **Will the board charge a use or consumption fee for the refuse service as outlined in the CCR's?** No, we are passing along only the direct cost.
- **Are all residents required to use the trash collection service as outlined in the CCR's?** No, residents may opt to take their own trash.
- **Isn't it true that construction trucks also contribute to road damage?** Of course, but as construction of each section is completed, the need for construction trucks end. However, trash trucks will continue to travel all roads and alleys, so limiting the number of trips preserves our roadways and defers costly repaving cost. The POA will collect a road use fee of \$2500. from the Declarant for each new home in the new sections of our development to compensate for damage caused by construction vehicles.

If you know of someone in Coosaw Point who is not receiving these emails, please have them contact
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