



Truro Board of Health

Tuesday December 17, 2024 at 4:30 PM

Truro Board of Health Notice of Regular (Hybrid) Meeting

Meeting will open at 4:30 PM in the Select Board Chambers at Truro Town Hall on the 2nd floor.
The Truro Town Hall is located at 24 Town Hall Road

This will be a hybrid meeting (in-person and remote access). Citizens in Truro can view the meeting on Channel 8 and on the homepage of the Town of Truro website on the "Truro TV Channel 8" button found under "Helpful Links". Once the meeting has started, click on the green "Watch" button in the upper right of the page. **To join the meeting by phone or to provide comment during the meeting, please call-in toll free at 1-305-224-1968 and enter the following Meeting ID when prompted: Meeting ID: 884 7580 5887** To join this Zoom meeting from your computer, tablet or smartphone enter <https://us02web.zoom.us/j/88475805887> Please note that there may be a slight delay between the meeting and the live-stream (and television broadcast).

If you are watching the meeting and calling in, please lower the volume on your computer or television during public comment so that you may be heard clearly. We ask that you identify yourself when calling in; citizens may also provide public comment for this meeting by emailing the Health Agent at ebeebe@truro-ma.gov with your comments.

I. PUBLIC COMMENT *Please note that the Commonwealth's Open Meeting Law limits any discussion by members of the Board of an issue raised to whether that issue should be placed on a future agenda*

II. AGENDA ITEMS

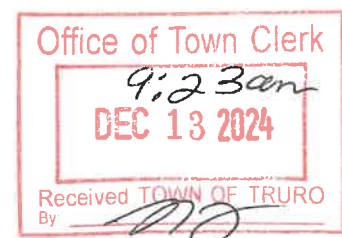
1. **Transfer Station Update & Proposed Change in Solid Waste Fees** – DPW Director Jarrod Cabral
2. **Water Resources Report**

III. MINUTES

IV. REPORTS

Report of the Chair

Health Agent's Report:





TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

Tel: (508) 349-7004 Fax: (508) 349-5505

Memorandum

To: Members of the Truro Board of Health
From: Jarrod J. Cabral, Department of Public Works Director
Date: December 13, 2024,
Subject: Transfer Station Operations

Seasonal Schedule:

For the upcoming 2025 Spring and Summer schedule the Transfer Station will be open 7 Days a week beginning June 10th through September 10th.

Staff Update:

Two new staff members have joined the department, one new staff member has been assigned to the Transfer Station, and one to the DPW Highway section as a truck driver.

New Contract:

The Select Board has approved a new solid waste contract amendment with REWOLD SEMASS. The amendment provides the Town with a cap on the cost per ton increase at 4.5%. If the Water, Sewer, and Solid Waste (CPI) index is less than 4.5% the Town will lock in the smaller number.

Budget:

The overall budget for the Transfer Station for FY25 will decrease for a total of \$36,813. Wages and solid waste tonnage were the main driver behind the decrease in the budget.

Recommended Fee Increases: The white goods fee schedule, commercial tonnage fees, and commercial permitting fees are recommended for increases. Recommendations are in your packet for your review and discussion. The last update for both the white good fees and commercial fees was 2019. I have no recommendations to increase residential annual permits at this time.

Sincerely,
Jarrod J. Cabral
Director
Department of Public Works
Truro Ma 02666

Article 7 Fee Schedule

Last Amended: 8-7-18, 12-4-18; 1-7-19; 12-17-19

1. REAL ESTATE OWNERS/YEAR ROUND RESIDENTS

- a. Transfer Station Annual Permit..... \$100.00
- Second Annual Permit..... \$25.00
- Third Annual Permit.....\$25.00

2. REFUSE HAULER USERS

- a. Commercial Refuse Annual Permit (DPW).....\$125.00 per vehicle -~~\$140,000~~
- b. Truro Refuse Haulers Permit (BoH).....\$50.00 - ~~\$60.00~~
- c. Commercial Refuse Disposal Fee..... \$160/ton for household trash - ~~\$178.00~~
- d. Commercial Refuse Disposal Fee..... \$130/ton for recyclables - ~~\$135.00~~

3. SEASONAL PERMITS

- a. Monthly.....\$50.00 - ~~\$55.00~~
- b. Weekly.....\$25.00 - ~~\$30.00~~

4. PRICES FOR ITEMS

- a. Fuel oil tanks (see Fire Chief; Must be purged and cleaned).....~~\$30.00~~\$25.00 per item
- b. "White Goods" and other large metal objects.....~~\$30.00~~ \$25.00 per item
- c. Gasoline tanks (see Fire Chief-Must be purged and cleaned)~~\$15.00~~ \$10.00 per item
- d. Automobile batteries~~\$10.00~~\$4.00 per item
- e. 55 gallon drums (cleaned).....~~\$20.00~~\$15.00 per item
- f. Television and computer monitors... ..\$25.00\$20.00 per item
- g. Water Tanks.....~~\$10.00~~\$5.00 per item
- h. Propane Tanks:
 - 1.) 1 lb – FREE 20.00
 - 2.) Any other size:15.00
- i. Tires.....~~\$10.00~~ \$6.00 per item
- j. Residential Toilets.....~~\$25.00~~ \$20.00 per item
- k. Soft furniture, box springs and mattresses..... ~~\$50.00~~.. \$45.00 per item
- l. Composters.....\$15.00 per item
- m. Recycling Containers \$6.00 per item
- n. Food Scrap Bucket \$6.00 per item

5. There is no charge for placement of the following items, at designated areas:

- a. All rechargeable batteries
- b. All types of fluorescent lamps/bulbs
- c. All types of computer parts
- d. All types of motor oil & filters

6. If scale is out of service

- Solid Waste- compacted \$36.00 /cubic yard
- Solid Waste-loose, or not compacted... .. \$15.00 /cubic yard
- Recyclables.....\$20.00/cubic yard

MUNICIPAL SOLID WASTE DISPOSAL AGREEMENT

This Municipal Solid Waste Disposal Agreement (this “**Agreement**”) is entered into as of Dec 17, 2019 (the “**Effective Date**”), by and between SEMASS Partnership, a Massachusetts limited partnership (“**SEMASS**”), and the Town of Truro, Massachusetts, a body corporate and politic (“**Truro**”). SEMASS and Truro are sometimes referred to individually as a “Party,” and collectively as the “Parties.”

Recitals

A. SEMASS operates an energy-from-waste facility located at 141 Cranberry Highway, Route 28, West Wareham, Massachusetts 02576 (the “**Facility**”); and

B. Truro desires to deliver, and SEMASS desires to accept for disposal at the Facility, certain quantities of Acceptable Facility Waste (hereinafter defined), in accordance with and subject to the provisions of this Agreement.

Agreement

NOW, THEREFORE, in consideration of the promises and of the mutual obligations undertaken herein, and intending to be legally bound, the Parties hereby agree as follows:

ARTICLE I - CERTAIN DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set forth below:

“**Acceptable Facility Waste**” means mixed household solid waste generated within the boundaries of Truro by residents and (i) which has the characteristics of solid waste normally collected or disposed of by residences, schools, churches and municipal offices and (ii) which is permitted under Applicable Law to be accepted at and processed by the Facility and which is not Unacceptable Facility Waste. Acceptable Waste must be of a size and composition such that the Facility is able to process it.

“**Acceptance Fee**” means the amounts set forth in Appendix A.

“**Affiliate**” shall mean Covanta Holding Corporation and/or any entity, fifty percent (50%) or more of which is owned, directly or indirectly, or controlled by Covanta Holding Corporation. These Affiliates of SEMASS are intended to be third party beneficiaries of this Agreement.

“**Applicable Law**” means each and every applicable Federal, state, county, city or local law, statute, by-law, charter, ordinance, rule, regulation, order, Consent, permit, license or approval of any governmental, quasi-governmental, regulatory or administrative agency or authority or court or other tribunal having jurisdiction.

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"Billing Period" means each calendar month during the Delivery Term.

"Consent" means any consent, approval, authorization, waiver, permit, grant, franchise, concession, agreement, license, exemption or order of, registration, certificate, declaration or filing with, or report or notice to, any governmental, quasi-governmental, regulatory or judicial body, entity, authority or tribunal.

"Delivery Term" means the period of time commencing on January 1, 2021 (the "Commencement Date") and ending on 11:59 p.m. on December 31, 2025.

"Effective Date" means the first date above written.

"Facility Receiving Times" means Monday through Friday from 5:00 a.m. to 6:30 p.m., and Saturday from 5:30 a.m. to 6:30 p.m., exclusive of Holidays, or such other times as specified by SEMASS upon thirty (30) days prior written notice.

"FOB" means freight on board.

"Haverhill Facility" means the energy-from-waste facility located at 100 Recovery Road, Haverhill, Massachusetts.

"Holidays" mean New Year's Day, Independence Day, Thanksgiving Day and Christmas Day.

"Indemnifying Party," "Indemnified Party," and "Indemnified Parties" have the meanings specified in Section 5.02 hereof.

"Loss" and "Losses" have the meanings specified in Section 5.02 hereof.

"Truro's Allocable Share" means, for a calendar year, a percentage equal to the Acceptable Facility Waste delivered by Truro in the immediately preceding calendar year divided by the number of contracted tons (with a term of one year or longer) for the Facility for the immediately preceding calendar year.

"Term" has the meaning specified in Section 7.01 hereof.

"Ton" means a "short ton" of 2,000 pounds.

"Unacceptable Facility Waste" means: (i) any and all waste which by reason of its size, durability, composition, characteristics or quantity (A) is defined or regulated as, or which would result in Ash being described as, hazardous by any federal, state, county, city or local authority or (B) may present a danger to the public health, safety or welfare or to the environment; (ii) any and all waste that is required to be recycled or composted under Applicable Law; (iii) lead batteries, leaves, tires, white goods, yard waste, aluminum containers, metal or glass containers, single polymer plastics, recyclable paper, cathode ray tubes, asphalt pavement, brick, concrete,

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metal, wood and clean gypsum wall board, commercial and industrial wastes, pathological or biological waste, radioactive waste, motor vehicles, gas cylinders, tanks and drums of any kind, rolls of any material, liquid waste, gases of any type, PCB light ballasts, mercury bearing products, asbestos, air conditioners, tires, and animal carcasses; (iv) incinerator residue, demolition and construction debris, regulated medical waste, substances in gaseous form, special nuclear or by-product materials within the meaning of the Atomic Energy Act of 1954, as amended, white goods, large or solid metallic objects (such as castings, forgings and gas cylinders) or any object greater than two (2) cubic feet in volume, any material greater than six (6) inches in diameter or four (4) feet in length (including steel or nylon rope, chains, cables or magnetic tape), any roll of material greater than twelve (12) inches in diameter (including carpeting, fencing, plastic, etc.), yard waste and non-burnable construction or demolition debris; and (v) any and all waste the disposal or processing of which at the Facility is prohibited by any applicable Facility Consent condition or by any Applicable Law; and (vi) any and all material that cannot be processed at the Facility or that has the reasonable possibility of adversely affecting the operation of any part of the Facility.

“Uncontrollable Circumstance” or “UCC” means any act, event or condition, occurring on or after the Effective Date, that has had, or may reasonably be expected to have, a material adverse effect on the rights or the obligations of a Party under this Agreement, or a material adverse effect on the Facility or the Haverhill Facility, if such act, event or condition is beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such Party under this Agreement including, without limitation, the following:

(a) an act of God, landslide, lightning, earthquake, fire, explosion, flood, acts of a public enemy, war, blockade, insurrection, riot or civil disturbance or any similar occurrence;

(b) the order and/or judgment of a federal, state or local court, administrative agency or governmental body;

(c) the suspension, termination, interruption, denial or failure of renewal of any Consent essential to the operation of the Facility or the Haverhill Facility;

(d) a labor dispute, strike, work slowdown or work stoppage involving essential employees or contractors;

(e) the partial or entire loss of, inability to obtain, or delay in the provision of any utility services, including water, sewerage, fossil fuels and electric power, necessary for operation of the Facility or the Haverhill Facility or blockage of access to the Facility or the Haverhill Facility;

(f) the inability of SEMASS to obtain required supplies from anywhere within the continental United States; or

(g) the condemnation, taking, seizure, involuntary conversion or requisition of title to or use of the Facility or the Haverhill Facility or any portion thereof by action of any federal, state,

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county or local governmental, quasi-governmental or regulatory agency or authority which materially impacts operations at the Facility, and/or the Haverhill Facility, as applicable.

(h) It is specifically understood that, without limitation, none of the following acts, events or circumstances shall constitute a UCC: (i) any act, event or circumstance that would not have occurred if the Party asserting excuse of performance due to a UCC complied with its obligations under this Agreement, Applicable Law and/or the requirements and/or conditions of a Consent; (ii) changes in interest rates, inflation rates, labor costs, energy prices, insurance costs, commodity prices, currency values, exchange rates or other general economic conditions; (iii) changes in the financial condition of the Town; (iv) union or labor work rules, requirements or demands that have the effect of increasing the number of employees employed by SEMASS and its Affiliates and also at the Facility and/or the Haverhill Facility as applicable, or otherwise increasing the cost to SEMASS and/or Affiliates of performance; (v) any event the effect of which could have been prevented or avoided by the exercise of due care, foresight or due diligence on the part of the Party asserting excuse of performance resulting from a UCC, its agents, employees and subcontractors and (vi) reasonably anticipated and ordinary, seasonal weather conditions for the north eastern region of the United States.

ARTICLE II - DELIVERY AND ACCEPTANCE OF WASTE

2.01 Acceptable Facility Waste. During the Delivery Term, Truro shall deliver or cause to be delivered FOB the Facility and SEMASS shall accept, all the Acceptable Facility Waste generated within the municipal boundaries of Truro over which it has control or the right to direct; provided, that, in the event that the Facility is not available to accept the Acceptable Facility Waste, SEMASS shall notify Truro via email and Truro will transport the Acceptable Facility Waste to the Haverhill Facility, and the additional transportation cost shall be at SEMASS's sole cost and expense except that Truro shall be responsible for such costs (to be determined on a case-by case basis and mutually agreed to by the parties in writing) in the event that Acceptable Facility Waste is transported to the Haverhill Facility due to Facility unavailability caused by an UCC. On or before July 1st of each calendar year during the Delivery Term, Truro shall provide to SEMASS a written estimate of the aggregate amount of Tons of Acceptable Facility Waste to be delivered to the Facility by or on behalf of Truro during the next succeeding calendar year, and Truro shall use reasonable efforts to cause such Acceptable Facility Waste to be delivered to the Facility approximately ratably throughout the year, subject to seasonal fluctuations in waste flow. Truro shall deliver or cause to be delivered Acceptable Facility Waste to the Facility during Facility Receiving Times, and shall comply with the hauler's rules and regulations of the Facility, as those rules and regulations are generally applied and are amended from time to time by SEMASS, in the delivery and disposal of Acceptable Facility Waste at the Facility.

2.02 Weighing of Waste Deliveries. SEMASS shall cause to be maintained weighing facilities at the Facility and the Haverhill Facility for the purpose of determining the total tonnage of Acceptable Facility Waste delivered to the Facility and the Haverhill Facility. The weighing facilities at the Facility and the Haverhill Facility shall be tested for accuracy at least once each calendar year, at the expense of the operator of such weighing facilities, and a copy of

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the most recent test results shall be disclosed to Truro upon request. Upon reasonable notice to the SEMASS, Truro may, at its own expense, audit the weighing facilities of Facility or Haverhill Facility at a reasonable time designated by SEMASS; provided, however, that SEMASS shall bear the expense of such audit if the audit reveals the need for a material adjustment. SEMASS shall cause any required adjustment revealed by a test or audit to be made promptly.

2.03 Inadvertent Deliveries of Unacceptable Facility Waste; Removal of Same:

Title. SEMASS may inspect each delivery to the Facility or the Haverhill Facility made by or on behalf of Truro and shall weigh the delivery vehicle both before and after it is unloaded. Subject to Applicable Law, SEMASS may reject any portion of a delivery by or on behalf of Truro that SEMASS reasonably determines does not constitute Acceptable Facility Waste, either before or after said delivery has been emptied from the delivery vehicle, and in conjunction with such rejection, SEMASS may also reject the entire contents of a delivery vehicle if SEMASS reasonably determines that a portion is Unacceptable Facility Waste. SEMASS further may remove from the Facility, transport and dispose of all Unacceptable Facility Waste delivered by or on behalf of Truro, as Truro's agent and at Truro's expense. Removal, transport and disposal of Unacceptable Facility Waste shall be accomplished in accordance with Applicable Laws. Title to Unacceptable Facility Waste never shall pass to SEMASS; title to Acceptable Facility Waste shall pass to SEMASS after inspection and acceptance at the Facility and/or the Haverhill Facility by SEMASS.

2.04 Intentionally omitted.

ARTICLE III - SERVICE AND TIP FEE PAYMENTS

3.01 Service and Tip Fees. As compensation for the services to be rendered hereunder, for which SEMASS shall invoice Truro on a monthly basis as provided in Section 3.03, Truro shall pay to SEMASS the Acceptance Fee for each Ton of Acceptable Facility Waste delivered to the Facility or the Haverhill Facility by or on behalf of Truro and accepted at the Facility or the Haverhill Facility by SEMASS during the Term.

3.02 Billing. SEMASS shall provide to Truro an invoice for each calendar month during the Term for any amounts owed hereunder by Truro to SEMASS within ten (10) days of the end of such calendar month, and Truro shall pay, reasonably dispute or partially pay and partially reasonably dispute the invoice within thirty (30) days after its receipt thereof. SEMASS shall invoice Truro at the address set forth in Article VII in accordance with the following procedures:

- (a) The invoice shall set forth the total tonnage of Acceptable Facility Waste delivered by or on behalf of Truro to the Facility or the Haverhill Facility as weighed upon delivery to the Facility or the Haverhill Facility.
- (b) The invoice shall set forth a calculation showing the Acceptance Fee multiplied by the number of Tons of Acceptable Facility Waste and a reasonably-detailed

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description of any other amounts claimed to be due to SEMASS from Truro hereunder.

- (c) All such invoices submitted shall be generated on the basis of the official weigh scale records or tickets as of the delivery to the Facility or the Haverhill Facility.
- (d) The Parties shall provide to each other copies of all delivery and weight records in their possession and control of all hauling vehicles used in the performance of the services hereunder and a monthly data file of all transactions. Copies of all such daily delivery and weight records shall be maintained by the Parties for at least one (1) year beyond the termination or expiration of this Agreement.
- (e) SEMASS shall provide any other documentation reasonably requested by Truro to substantiate each invoice.

3.03 Books and Records. Each Party shall cause those of its books and records relating to the quantity of Acceptable Facility Waste delivered by or on behalf of Truro and accepted by SEMASS to be available to representatives of the other Party for inspection upon reasonable notice and during normal business hours. All such inspections shall be conducted in such manner as not to cause interference with the operation of the Facility and such representatives shall comply with all reasonable rules adopted by the Party whose books and records are being inspected, or the owners or operators of the location where such books and records are made available, including rules relating to maintaining the safety of those persons present on the site where the books and records are located.

ARTICLE IV: REPRESENTATIONS AND COVENANTS

4.01 Truro Representations. Truro hereby represents and warrants to SEMASS as follows:

(a) Truro has developed the requisite expertise or has/may contract with parties who have such expertise, for performing the work required of it hereunder (including but not limited to the delivery of Acceptable Facility Waste to the Facility or Haverhill Facility), has adequate resources and equipment in good working order together with fully trained and experienced personnel capable of performing the services required of it hereunder in a good and professional manner and in accordance with this Agreement, and exhibits the standard of care and skill normally exercised by professional contractors performing the same type of services. Truro has obtained all Consents required to comply with all Applicable Law in the performance of the services required of it hereunder, and such Consents are valid and in full force and effect.

(b) Neither the execution nor the delivery by Truro of this Agreement nor the performance by Truro of its obligations hereunder (1) conflicts with, violates or results in a breach of any Applicable Law, or (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement, order or instrument to which Truro is a party or by

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which Truro is bound, or constitutes a default under any such judgment, decree, agreement, order or instrument.

4.02 SEMASS Representations. SEMASS, for itself and for its Affiliates, hereby represents and warrants to Truro as follows:

(a) SEMASS and its Affiliates are engaged in the solid waste disposal business, has developed the requisite expertise for performing that work, has adequate resources and equipment in good working order together with fully trained and experienced personnel capable of performing the services required of it hereunder in a good and professional manner and in accordance with this Agreement, and exhibits the standard of care and skill normally exercised by professional contractors performing the same type of services. SEMASS has obtained all Consents required to comply with all Applicable Law to the performance of the services required of it hereunder, and such Consents are valid and in full force and effect.

(b) The Facility and the Haverhill Facility are in compliance in all material respects with all Applicable Law. SEMASS and its Affiliates has obtained all Consents required to comply with all Applicable Law applicable to the Facility and the Haverhill Facility and the performance of the services required of SEMASS and its Affiliates hereunder and such Consents are valid and in full force and effect.

(c) Neither the execution nor the delivery by SEMASS of this Agreement nor the performance by SEMASS and/or its Affiliates of its obligations hereunder (1) conflicts with, violates or results in a breach of any Applicable Law, or (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement, order, contract or agreement or instrument to which SEMASS and/or its Affiliates are a party or by which SEMASS and/or its Affiliates are bound, or constitutes a default under any such judgment, decree, agreement, order or instrument.

(d) SEMASS is a limited Partnership legally existing and in good standing under the laws of the Commonwealth of Massachusetts. SEMASS has the power and authority, as a Massachusetts limited partnership, to execute, deliver and perform its obligations under this Agreement.

(e) Any Affiliates performing work hereunder are legally existing and in good standing under the laws of the Commonwealth of Massachusetts or are otherwise legally existing and in good standing under the laws of the jurisdiction where they were formed and are duly registered foreign entities in the Commonwealth of Massachusetts. The Affiliates have the power and authority, to execute, deliver and perform its obligations under this Agreement.

(f) This Agreement, when executed and delivered by the SEMASS, constitutes legal, valid and binding obligations of SEMASS, enforceable in accordance with their respective terms and do not violate, any provision of the SEMASS's governing, organizational or charter documents or those of its Affiliates..

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(g) There is no action, litigation, suit or proceeding at law or in equity pending or threatened in writing against SEMASS or its Affiliates challenging the validity of the transactions contemplated by this Agreement or otherwise having any material impact on SEMASS's ability to perform its obligations hereunder this Agreement including any actions in bankruptcy either voluntary or involuntary.

4.03 Truro Covenants. In addition to and without restricting in any way any other obligations or covenants set forth herein, Truro covenants and agrees as follows:

(a) Truro shall perform its obligations hereunder in a good, safe and workmanlike manner and in accordance with sound environmental practices.

(b) Upon reasonable written notice, Truro shall provide to SEMASS copies of all Consents issued to Truro which are applicable to the services to be provided by Truro hereunder.

(c) Truro shall comply with all Applicable Law applicable to the services to be provided by Truro hereunder.

(d) Truro shall promptly notify SEMASS of the occurrence of any event, condition, or occurrence, or legal, judicial, or regulatory proceedings that may result in: (1) the material noncompliance with any Applicable Law, but only if such noncompliance materially affects the ability of Truro to perform its obligations according to the terms and conditions hereunder; (2) any material inaccuracy of, or material noncompliance with, any representations, warranties or covenants by Truro in this Agreement; or (3) a material adverse effect upon the business, operations or affairs of Truro or that may materially adversely affect the ability of Truro to supply the services to be provided by Truro hereunder.

4.04 SEMASS Covenants. In addition to and without restricting in any way any other obligations or covenants set forth herein, SEMASS, for itself and for its Affiliates, covenants and agrees as follows:

(a) SEMASS shall perform its obligations hereunder in a good, safe and workmanlike manner and in accordance with sound environmental practices.

(b) Upon reasonable written notice, SEMASS shall provide to Truro copies of all Consents issued to SEMASS which are applicable to the Facility and/or the Haverhill Facility or the services to be provided by SEMASS hereunder.

(c) SEMASS shall (and shall cause the Facility and Haverhill Facility to) comply with all Applicable Law applicable to the services to be provided by SEMASS hereunder.

(d) SEMASS shall promptly notify Truro of the occurrence of any event, condition, or occurrence, or legal, judicial, or regulatory proceedings that may result in: (1) the material noncompliance with any Applicable Law, but only if such noncompliance materially affects the ability of SEMASS to provide the services to be provided by SEMASS hereunder; (2) any

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material inaccuracy of, or material noncompliance with, any representations, warranties or covenants by SEMASS in this Agreement; or (3) a material adverse effect upon the business, operations or affairs of SEMASS that materially affects the ability of SEMASS to provide the services to be provided by SEMASS hereunder.

ARTICLE V - INSURANCE & INDEMNITY

5.01 Insurance.

(a) Each Party shall obtain and maintain continuously through the Delivery Term, and furnish to the other Party certificates attesting to the existence of, the following applicable insurance:

(i) Workers' Compensation Insurance as prescribed or permitted by Applicable Law in Massachusetts.

(ii) Commercial General Liability and Property Damage Insurance, with Contractual Liability and Products/Completed Operations coverage, with primary limits of liability of \$1,000,000, combined occurrence, for bodily injury and property damage.

(iii) Commercial Automobile Liability Insurance as required by Applicable Law, but with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage, combined single limit for all owned, leased, non-owned and hired autos.

(iv) Commercial Pollution Legal Liability Insurance with limits of liability as follows: SEMASS - \$5,000,000 per claim.

(v) Excess Liability Insurance with limits of not less than \$5,000,000 per occurrence in the case of SEMASS, and \$2,000,000 in the case of Truro, supplementing the primary insurances required by (ii) and (iii) above.

(b) Each Party shall cause the aforementioned policies of insurance (other than the workers' compensation insurance) to be duly and properly endorsed by the insurance underwriter to (i) provide an endorsement naming as additional insureds, the other Party, its affiliates, and their respective owners, directors, employees and agents, and (ii) provide that they may not be canceled without thirty (30) days prior written notice being given to the other Party and in the event such insurance company will not provide such notice, then the insured Party shall immediately notify the other Party of such pending cancellation. If any of such insurance policies are written on a "claims-made" basis, upon termination or cancellation of such policy, whether during or after the Term, the Party shall be responsible for purchasing "tail" insurance coverage for acts and omissions occurring during the Delivery Term. Such tail insurance coverage must remain in place for three (3) years following completion of the Term. Each Party shall provide the other Party with a certificate of insurance issued by the insurance carrier or its agent evidencing that all insurance coverage, including the "tail" insurance required by this Section, is in effect. Annually, and as otherwise, reasonably, requested by the other Party and

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upon each change in the insurance carried by a Party or a change in such Party's insurance underwriter, such Party will provide the other Party with evidence that the insurance required hereunder is in place.

5.02 Indemnity. To the fullest extent permitted by Applicable Law, each Party (the "**Indemnifying Party**") shall indemnify, defend and hold harmless the other Party, its parent companies, partners, affiliates and subsidiary companies and their respective directors, officers, employees, agents, contractors, subcontractors, representatives, successors and assigns (each of the foregoing, an "**Indemnified Party**" and, collectively, the "**Indemnified Parties**"), from and against any and all claims, losses, liabilities, damages, fines, penalties, taxes, interest, fees, costs, or expenses (including, without limitation, reasonable attorneys' fees) (each, a "**Loss**" and collectively the "**Losses**") to the extent resulting or arising from (i) the acts, errors or omissions of the Indemnifying Party, its employees, agents, directors, officers, contractors or subcontractors; (ii) the breach of any representation, warranty, covenant or agreement of the Indemnifying Party under this Agreement; and/or (iii) the enforcement of this indemnity; provided, however, that the Indemnifying Party shall not be obligated to provide the indemnification hereunder to the extent that a Loss is caused by the negligence or willful misconduct of the Indemnified Party seeking indemnification. Neither Party shall have any liability to the other under this Agreement for any special, consequential, punitive, indirect or incidental damages, including loss of use, loss or delayed receipt or revenues, loss of anticipated profits, cost of capital loss of goodwill or similar damages. In no event shall Truro be obligated to indemnify SEMASS for any claim arising out of environmental pollution except to the extent such environmental pollution is the direct result of gross negligence or willful misconduct of an employee or representative of Truro.

ARTICLE VI - DEFAULT AND TERMINATION

6.01 SEMASS Events of Default. Each of the following shall constitute an "**Event of Default**" by SEMASS:

- (a) SEMASS, for itself and its Affiliates, shall fail to accept from Truro the Acceptable Facility Waste SEMASS has committed to accept hereunder;
- (b) SEMASS, for itself and its Affiliates, shall breach any material representation, warranty, covenant or agreement under this Agreement or shall fail to timely perform any other material obligation under this Agreement; or
- (c) (i) SEMASS shall be or become bankrupt or make an arrangement with or for the benefit of its creditors or consent to or acquiesce in the appointment of a receiver, trustee or liquidator for a substantial part of its property, or (ii) an involuntary bankruptcy, winding up, reorganization, insolvency arrangement or similar proceeding shall be instituted against SEMASS under the laws of any jurisdiction, which proceeding has not been dismissed within ninety (90) days, or (iii) any action or answer shall be taken or filed by SEMASS approving of, consenting to, or acquiescing in, any such proceeding, or (iv) the levy of any distress, execution

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or attachment upon the property of SEMASS which shall materially interfere with its performance hereunder.

6.02 Truro Events of Default. Each of the following shall constitute an “*Event of Default*” by Truro:

(a) Truro shall fail to pay amounts owed to SEMASS under this Agreement within thirty (30) days following receipt of an invoice from SEMASS therefor;

(b) Truro shall breach any material representation, warranty, covenant or agreement under this Agreement or shall fail to timely perform any other material obligation under this Agreement; or

(c) (i) Truro shall be or become bankrupt or make an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property, or (ii) a bankruptcy, winding up, reorganization, insolvency arrangement or similar proceeding shall be instituted by or against Truro under the laws of any jurisdiction, which proceeding has not been dismissed within ninety (90) days, or (iii) any action or answer shall be taken or filed by Truro approving of, consenting to, or acquiescing in such proceeding, or (iv) the levy of any distress, execution or attachment upon the property of Truro which shall materially interfere with its performance hereunder.

6.03 Remedies. An Event of Default described in Section 6.01 and 6.02 shall become a “*Default*” under this Agreement if not cured within forty-five (45) days after written notification to the defaulting Party from the other Party describing in reasonable detail the nature of the Event of Default; provided, however, that such forty-five-day period shall be extended for up to an additional ninety (90) days so long as the breaching Party is actively and continuously pursuing good faith efforts to cure the Event of Default; provided, further, that an Event of Default of the character described in Sections 6.01(c) and 6.02(c) shall be a “*Default*” immediately, with or without delivery of such notice.

(a) **Termination by Truro.** Truro shall have the right to terminate this Agreement by delivering written notice to SEMASS if: (i) SEMASS shall be in Default, beyond all applicable notice and cure periods, under Section 6.01 (Truro shall also be permitted to recover actual damages resulting from any such Default); or (ii) there is one or more Changes in Law, or a surcharge or surcharges based upon one or more Changes in Law (but only if the aggregate amount of the surcharge(s) over the Term would total at least five hundred thousand dollars (\$500,000)), affecting Truro; or (iii) there is a UCC lasting more than one hundred and eighty (180) days. This Agreement shall terminate on the forty-fifth (45th) day following the date of such notice; provided, however, that a Default described in Section 6.01(c) shall not require notice by Truro and shall terminate this Agreement forthwith.

(b) **Termination by SEMASS.** SEMASS shall have the right to terminate this Agreement by delivering written notice to Truro if: (i) Truro shall be in Default, beyond all applicable notice and cure periods, under Section 6.02 (SEMASS shall also be permitted to

Execution Version

recover actual damages resulting from any such Default); and/or (ii) there is a UCC lasting more than one hundred and eighty (180) days affecting SEMASS, the Facility, the Affiliates and/or the Haverhill Facility. This Agreement shall terminate on the forty-fifth (45th) day following the date of such notice.

(c) **Damages.** Except as otherwise provided in this Article VI, neither Party shall have the right to terminate this Agreement or to require specific performance by the other Party and damages shall ordinarily be considered an adequate remedy for a Default by either Party under this Agreement.

6.04 General.

(a) Section 3.03 and Articles V and VI shall survive the termination or expiration of this Agreement.

6.05 No Liability for UCC. Subject to rights of termination as set forth in section 6.03 above and except for any obligation to pay money, neither Party shall be liable to the other for any failure or delay in performance of any obligation under this Agreement due to the occurrence of a UCC. The Party whose performance under this Agreement has been affected by a UCC shall provide prompt notice of the commencement and the cessation of such UCC to the other Party. Whenever a UCC shall occur, the Party claiming to be adversely affected thereby shall perform in accordance with this Agreement to the extent not adversely affected by such UCC (subject to the requirements of other contracts effective prior to the date hereof) and shall, as quickly as reasonably possible, attempt to eliminate the cause therefor, reduce costs and resume full performance under this Agreement.

ARTICLE VII – MISCELLANEOUS

7.01 Term. Unless sooner terminated in accordance with the terms hereof, this Agreement shall commence on the Effective Date and shall continue in effect until the end of the Delivery Term (the “Term”).

7.02 Assignment and Subcontracting. This Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that either Party may assign this Agreement, without the prior written consent of the other Party, whether by operation of law, merger or otherwise, to any Affiliate, subsidiary, parent, or successor; provided, further, that no such assignment shall release the assigning Party from its obligations under this Agreement, unless the other Party expressly releases the assigning Party in writing.

7.03 Further Assurances. Each Party agrees to execute and deliver any instrument and to perform any acts that may be necessary or reasonably requested in order to give full effect to this Agreement.

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7.04 Relationship of the Parties. Except as otherwise explicitly provided herein, no Party shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by the other Party and nothing in this Agreement shall be deemed to constitute any Party a partner, agent or legal representative of any other Party nor to create any fiduciary relationship between or among the Parties.

7.05 Notices. Except as otherwise expressly provided in this Agreement, any notices or communication required or permitted hereunder shall be in writing and sufficiently given if delivered in person or sent by certified or registered mail, postage prepaid, by commercial overnight courier, by telecopy (receipt confirmed) or by electronic mail as follows:

If to SEMASS:
SEMASS Partnership
141 Cranberry Highway
West Wareham, MA 02576
Phone: (508) 291-4450
Fax: (508) 291-1522
Attn: Rich O'Connor
Email: roconnor@covanta.com

With a copy to:
Covanta Energy, LLC
445 South Street
Morristown, New Jersey 07960
Phone: (862) 345-5234
Fax: (862) 345-5140
Attn: General Counsel

If to Truro via United States Postal Service mail/telecopy/electronic mail:
Town of Truro
24 Town Hall Road
Truro, MA 02666
Phone: (508) 349-7004
Attn: Town Manager
Email: rpalmer@truro-ma.gov

With Copy to Town Counsel at:
KP Law, P.C.
101 Arch Street, 12th Floor
Boston, MA 02110
Attn: Matthew G. Feher, Esq.
Email: MFeher@k-plaw.com

Changes in the respective addresses to which such notices may be directed may be made from time to time by any Party by written notice to the other Party.

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7.06 Waiver. The waiver by either Party of a default or a breach of any provision of this Agreement by the other Party shall not operate or be construed to operate as a waiver of any other provision or subsequent default or breach. The making or the acceptance of a payment by either Party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of that or any subsequent default or breach.

7.07 Modifications. The provisions of this Agreement shall (a) constitute the entire agreement between the Parties, and (b) be modified only in writing duly executed by the Party to be bound.

7.08 Headings. Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement.

7.09 Governing Law/Dispute Resolution. This Agreement and any question concerning its validity, construction or performance shall be governed by Massachusetts law, irrespective of the principles of conflicts of law and this Agreement shall be enforceable, in whole or part in a court of competent jurisdiction located in the Commonwealth of Massachusetts. The Parties agree that any controversy, dispute or claim arising out of or relating to this Agreement or a breach of any of the terms or conditions of this Agreement, which cannot be resolved by the Parties within thirty (30) days after written notice by either Party, may be subject to nonbinding mediation.

7.10 Counterparts. This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original, but all of which shall be deemed the same instrument. Facsimile and portable document format (PDF) copies of signatures shall be deemed original signatures.

7.11 Severability. If any provision of this Agreement shall for any reason be determined to be invalid, illegal, or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified, or supplemented, or otherwise affected by such action, remain in full force and effect.

7.12 Interest on Overdue Payments. All payments to be made under this Agreement outstanding after the applicable due date shall bear interest at the maximum lawful rate, or 1% per month, whichever rate is lower.

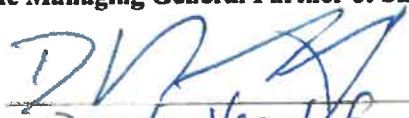
7.13 Non Appropriation Clause. Truro and SEMASS understand that a town meeting vote is required on an annual basis to appropriate funds for waste disposal. If Truro fails to appropriate funds for waste disposal hereunder, then, upon 30 days' written notice to SEMASS, both parties shall be released from the commitments under this Agreement, and it shall be considered null and void.

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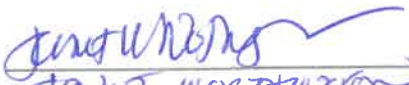
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as an instrument under seal by their duly authorized representatives as of the day and year first above written.

SEMASS PARTNERSHIP

**By: Covanta Company of SEMASS, LLC,
the Managing General Partner of SEMASS Partnership**

By: 
Name: Derek Veenhof
Title: EVP

TOWN OF TRURO, MASSACHUSETTS

By: 
Name: JANET NORTHMAN
Title: Chair

[Signature page to Municipal Solid Waste Disposal Agreement]

APPENDIX A

Schedule of Acceptance Fees

The Acceptance Fee for each year during the Term of this Agreement shall be as follows:

January 1, 2020 – December 31, 2020	\$90.00/Ton
January 1, 2021 – December 31, 2021	\$94.50/Ton
January 1, 2022 – December 31, 2022	\$99.25/Ton
January 1, 2023 – December 31, 2023	\$101.74/Ton
January 1, 2024 – December 31, 2024	\$104.29/Ton

**AMENDMENT #1 TO THE TOWN OF TRURO
MUNICIPAL SOLID WASTE DISPOSAL AGREEMENT**

This Amendment #1 to the Town of Truro Municipal Solid Waste Disposal Agreement (this “Amendment”) is dated as of 11/22, 2024, by and between the Town of Truro, Massachusetts, a municipal corporation organized and existing under the laws of The Commonwealth of Massachusetts with an address of 24 Town Hall Road, P.O. Box 2030, Truro, Massachusetts 02666, acting by and through its _____ (the “Municipality”), and Reworld SEMASS Limited Partnership (formerly known as SEMASS Partnership), a Massachusetts limited partnership with a principal office address 141 Cranberry Highway, West Wareham, MA 02576, registered to do business and in good standing in The Commonwealth of Massachusetts (the “Contractor”). Contractor and Municipality are sometimes referred to herein individually as a “party” and collectively as the “parties.” Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them by the Agreement (as such term is defined herein).

WHEREAS, the Municipality and the Contractor are parties to that Municipal Solid Waste Disposal Agreement dated as of December 17, 2019 (the “Agreement”); and

WHEREAS, the parties now wish to amend the Agreement solely in the manner and to extent set forth in this Amendment.

NOW THEREFORE, in consideration of the mutual promises set forth herein and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. The Agreement is hereby amended as follows:

a. Article 1. Certain Definitions. The term “Delivery Term” is hereby deleted in its entirety and replaced with the following:

“***Delivery Term***” means the period of time commencing on January 1, 2021 (the “Commencement Date”) and ending on 11:59 p.m. on December 31, 2030, as may be further extended for as many as five (5) additional years upon the written mutual agreement of the parties.”

b. Appendix A. Schedule of Acceptance Fees. Appendix A to the Agreement is hereby amended by adding the following at the end thereof:

“The Acceptance Fee beginning on January 1, 2025 through December 31, 2025 shall be \$107.42/Ton, and shall increase on each annual anniversary thereafter by the lesser of (a) the Consumer Price Index for Water, Sewer and Trash Collection published by the U.S. Department of Labor, Bureau of Labor Statistics or (b) 4.5%,l.”

2. Except as expressly modified herein, all terms and conditions of Agreement remain in full force and effect and are hereby ratified and confirmed. If any inconsistency exists or arises between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment shall govern.

3. If any portion of this Amendment is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall nevertheless remain in full force and

effect. This Amendment has been negotiated by the parties and shall be interpreted fairly in accordance with its terms and without any strict construction in favor of or against any party.

4. Each party represents and warrants to the other party to this Amendment that each has the power, right and authority to enter into this Amendment and to consummate the transactions contemplated hereby.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized officers as of the date first indicated above.

REWORLD SEMASS LIMITED PARTNERSHIP

**BY ITS MANAGING GENERAL PARTNER,
REWORLD SEMASS, LLC**

By: Thomas M Hickey
Name: Thomas Hickey
Title: Vice President

TOWN OF TRURO

By: Susan Areson
Name: Susan Areson
Title: Select Board Chair

[Signature Page to Amendment 1 to Municipal Solid Waste Disposal Agreement]

SINGLE STREAM RECYCLING

New Bedford Waste Services

FY '17

Date	Tonnage	Cost/Ton	Amount Paid
08/04/16	3.84	\$40.00	\$153.60
08/09/16	4.35	40.00	174.00
09/06/16	5.15	40.00	206.00
09/19/16	4.56	40.00	182.40
09/28/16	6.03	40.00	241.20
10/10/16	4.96	40.00	198.40
10/11/16	5.36	40.00	214.40
10/13/16	5.03	40.00	201.20
10/17/16	6.77	40.00	270.80
10/27/16	5.79	40.00	231.60
11/07/16	6.26	40.00	250.40
11/15/16	5.80	40.00	232.00
11/21/16	4.89	40.00	195.60
11/30/16	7.05	40.00	282.00
12/01/16	6.46	40.00	258.40
12/09/16	6.43	40.00	257.20
12/19/16	6.21	40.00	248.40
12/28/16	5.14	40.00	205.60
01/03/17	6.50	40.00	260.00
01/05/17	5.43	40.00	217.20
01/19/17	6.85	40.00	274.00
01/27/17	6.79	40.00	271.60
02/03/17	6.46	40.00	258.40
02/15/17	6.59	40.00	263.60
02/24/17	7.74	40.00	309.60
03/13/17	7.30	40.00	292.00
03/23/17	6.69	40.00	267.60
04/04/17	6.53	40.00	261.20
04/12/17	7.85	40.00	314.00
04/12/17	7.12	40.00	284.80
04/19/17	6.52	40.00	260.80
04/28/17	5.43	40.00	217.20
05/01/17	6.66	40.00	266.40
05/01/17	4.36	40.00	174.40
05/09/17	5.66	40.00	226.40
05/18/17	6.10	40.00	244.00
05/22/17	7.47	40.00	298.80
05/25/17	6.29	40.00	251.60
06/02/17	6.00	40.00	240.00
06/07/17	8.25	40.00	330.00
06/08/17	7.63	40.00	305.20
06/12/17	5.86	40.00	234.40
06/21/17	6.53	40.00	261.20
06/23/17	6.37	40.00	254.80
06/23/17	6.93	40.00	277.20

TOTAL:

277.99

\$11,119.60

SINGLE STREAM RECYCLING**FY '18**New Bedford Waste Services
E. L. Harvey & Sons, Inc.

Date	Tonnage	Cost/Ton	Amount Paid
06/30/17	6.10	\$40.00	\$244.00
07/05/17	5.76	40.00	230.40
07/06/17	8.25	40.00	330.00
07/07/17	8.17	40.00	326.80
07/14/17	6.82	40.00	272.80
07/17/17	7.14	40.00	285.60
07/18/17	7.37	40.00	294.80
07/21/17	7.31	40.00	292.40
07/26/17	7.49	40.00	299.60
07/27/17	7.45	40.00	298.00
08/01/17	7.78	40.00	311.20
08/03/17	6.09	40.00	243.60
08/07/17	7.75	40.00	310.00
08/11/17	5.59	40.00	223.60
08/11/17	4.42	40.00	176.80
08/17/17	7.40	40.00	296.00
08/17/17	7.04	40.00	281.60
08/21/17	7.14	40.00	285.60
08/29/17	7.68	40.00	307.20
08/29/17	7.92	40.00	316.80
09/05/17	7.58	40.00	303.20
09/06/17	7.41	40.00	296.40
09/12/17	7.52	40.00	300.80
09/19/17	6.01	40.00	240.40
09/26/17	6.19	40.00	247.60
10/02/17	8.00	40.00	320.00
10/11/17	6.78	40.00	271.20
10/19/17	6.68	40.00	267.20
10/23/17	5.83	40.00	233.20
10/30/17	7.72	40.00	308.80
11/08/17	6.88	45.00	309.60
11/20/17	7.63	45.00	343.35
11/30/17	7.16	45.00	322.20
12/06/17	13.66	45.00	614.70
12/15/17	6.86	45.00	308.70
12/19/17	6.73	45.00	302.85
01/02/18	6.25	45.00	281.25
01/09/18	7.01	55.00	385.55
01/25/18	7.08	70.00	495.60
02/06/18	6.54	70.00	457.80
02/20/18	6.86	70.00	480.20
02/28/18	6.55	70.00	458.50
03/12/18	15.56	80.00	1,244.80
03/14/18	7.09	80.00	567.20
03/26/18	6.27	80.00	501.60
04/06/18	7.74	80.00	619.20
04/18/18	7.29	80.00	583.20
04/23/18	7.15	80.00	572.00
05/03/18	6.84	90.00	615.60
05/07/18	6.92	90.00	622.80
05/15/18	6.58	90.00	592.20
05/21/18	6.26	90.00	563.40
05/31/18	7.28	90.00	655.20
06/01/18	8.04	90.00	723.60
06/11/18	6.57	90.00	591.30
06/12/18	4.48	90.00	403.20
06/14/18	7.05	90.00	634.50
06/22/18	6.83	90.00	614.70
06/26/18	5.79	90.00	521.10

TOTAL:**423.34****\$23,801.50**

SINGLE STREAM RECYCLING**FY '19**New Bedford Waste Services
E. L. Harvey & Sons, Inc.

Date	Tonnage	Cost/Ton	Amount Paid
07/05/18	15.63	\$90.00	\$1,406.70
07/10/18	16.09	90.00	1,448.10
07/18/18	15.06	90.00	1,355.40
07/24/18	14.66	90.00	1,319.40
07/31/18	14.55	90.00	1,309.50
08/08/18	15.00	90.00	1,350.00
08/15/18	13.48	90.00	1,213.20
08/21/18	16.59	90.00	1,493.10
08/30/18	17.19	90.00	1,547.10
09/05/18	15.41	90.00	1,386.90
09/11/18	15.66	90.00	1,409.40
09/26/18	15.56	90.00	1,400.40
10/11/18	14.51	90.00	1,305.90
10/23/18	13.07	90.00	1,176.30
11/07/18	13.73	90.00	1,235.70
11/26/18	13.97	90.00	1,257.30
12/13/18	14.54	90.00	1,308.60
01/03/19	13.81	90.00	1,242.90
01/16/19	12.13	90.00	1,091.70
01/30/19	6.72	90.00	604.80
02/13/19	6.67	90.00	600.30
02/22/19	6.15	90.00	553.50
03/06/19	6.41	90.00	576.90
03/18/19	6.53	90.00	587.70
04/01/19	6.92	90.00	622.80
04/09/19	6.16	90.00	554.40
04/22/19	6.11	90.00	549.90
05/09/19	14.09	95.00	1,338.55
05/21/19	11.89	95.00	1,129.55
05/31/19	12.08	95.00	1,147.60
06/11/19	11.79	95.00	1,120.05
06/18/19	14.43	95.00	1,370.85
06/27/19	13.89	95.00	1,319.55

TOTAL:**410.48****\$37,334.05**

SINGLE STREAM RECYCLING

FY '20

E. L. Harvey & Sons, Inc.

Date	Tonnage	Cost/Ton	Amount Paid
07/02/19	9.71	\$95.00	\$922.45
07/10/19	15.57	95.00	1,479.15
07/16/19	12.58	95.00	1,195.10
07/18/19	13.18	95.00	1,252.10
07/23/19	12.72	95.00	1,208.40
07/31/19	12.86	95.00	1,221.70
08/06/19	12.13	95.00	1,152.35
08/13/19	13.48	95.00	1,280.60
08/22/19	12.75	95.00	1,211.25
08/23/19	13.09	95.00	1,243.55
08/28/19	11.09	95.00	1,053.55
09/06/19	14.23	95.00	1,351.85
09/12/19	14.61	95.00	1,387.95
09/20/19	8.84	95.00	839.80
09/27/19	12.84	95.00	1,219.80
10/08/19	11.80	95.00	1,121.00
10/23/19	11.25	95.00	1,068.75
11/05/19	12.35	95.00	1,173.25
11/22/19	12.28	95.00	1,166.60
12/05/19	12.32	95.00	1,170.40
12/19/19	12.85	95.00	1,220.75
01/03/20	11.82	95.00	1,122.90
01/27/20	11.94	95.00	1,134.30
02/05/20	12.06	95.00	1,145.70
02/19/20	10.23	95.00	971.85
03/13/20	12.38	95.00	1,176.10
03/23/20	12.44	95.00	1,181.80
04/03/20	9.02	95.00	856.90
04/15/20	10.97	95.00	1,042.15
04/28/20	12.07	95.00	1,146.65
05/08/20	11.26	95.00	1,069.70
05/14/20	9.98	95.00	948.10
05/21/20	9.56	95.00	908.20
06/02/20	10.52	95.00	999.40
06/03/20	11.92	95.00	1,132.40
06/09/20	11.56	95.00	1,098.20
06/16/20	11.87	95.00	1,127.65
06/23/20	13.72	95.00	1,303.40
06/30/20	13.15	95.00	1,249.25

TOTAL:

469.00

\$44,555.00

SINGLE STREAM RECYCLING

FY '21

E. L. Harvey & Sons, Inc.

Date	Tonnage	Cost/Ton	Amount Paid
07/01/20	11.89	\$95.00	\$1,129.55
07/07/20	11.18	95.00	1,062.10
07/10/20	12.56	95.00	1,193.20
07/15/20	12.92	95.00	1,227.40
07/21/20	13.04	95.00	1,238.80
07/29/20	11.98	95.00	1,138.10
07/31/20	12.35	95.00	1,173.25
08/05/20	11.00	95.00	1,045.00
08/11/20	11.06	95.00	1,050.70
08/13/20	12.60	95.00	1,197.00
08/20/20	12.31	95.00	1,169.45
08/25/20	12.67	95.00	1,203.65
09/01/20	12.59	95.00	1,196.05
09/04/20	12.69	95.00	1,205.55
09/10/20	10.76	95.00	1,022.20
09/15/20	9.56	95.00	908.20
09/23/20	10.53	95.00	1,000.35
09/29/20	9.25	95.00	878.75
10/06/20	9.94	95.00	944.30
10/13/20	10.73	95.00	1,019.35
10/20/20	11.77	95.00	1,118.15
10/27/20	12.01	95.00	1,140.95
10/30/20	13.39	95.00	1,272.05
11/09/20	11.72	95.00	1,113.40
11/18/20	10.37	95.00	985.15
12/01/20	10.94	95.00	1,039.30
12/08/20	12.08	95.00	1,147.60
12/21/20	11.04	95.00	1,048.80
12/28/20	11.73	95.00	1,114.35
01/12/21	10.74	95.00	1,020.30
01/21/21	13.68	95.00	1,299.60
02/04/21	13.35	95.00	1,268.25
02/18/21	13.57	95.00	1,289.15
03/01/21	13.12	95.00	1,246.40
03/11/21	12.55	95.00	1,192.25
03/23/21	8.19	95.00	778.05
03/29/21	12.51	95.00	1,188.45
04/14/21	11.25	95.00	1,068.75
04/27/21	12.35	95.00	1,173.25
05/13/21	12.08	95.00	1,147.60
05/19/21	10.23	95.00	971.85
05/26/21	12.01	95.00	1,140.95
06/02/21	12.95	95.00	1,230.25
06/09/21	11.50	95.00	1,092.50
06/17/21	11.58	95.00	1,100.10
06/23/21	14.69	95.00	1,395.55
06/29/21	14.31	95.00	1,359.45

TOTAL:

557.32

\$52,945.40

SINGLE STREAM RECYCLING

FY '22

E. L. Harvey & Sons, Inc.

Date	Tonnage	Cost/Ton	Amount Paid
07/07/21	15.34	\$95.00	\$1,457.30
07/09/21	16.95	95.00	1,610.25
07/13/21	17.53	95.00	1,665.35
07/15/21	16.60	95.00	1,577.00
07/19/21	9.33	95.00	886.35
07/21/21	11.66	95.00	1,107.70
07/28/21	12.39	95.00	1,177.05
07/29/21	15.36	95.00	1,459.20
08/03/21	15.48	95.00	1,470.60
08/05/21	8.51	95.00	808.45
08/10/21	13.24	95.00	1,257.80
08/18/21	13.01	95.00	1,235.95
08/24/21	15.03	95.00	1,427.85
09/01/21	12.09	95.00	1,148.55
09/09/21	13.61	95.00	1,292.95
09/17/21	13.00	95.00	1,235.00
09/23/21	13.05	95.00	1,239.75
10/07/21	12.98	95.00	1,233.10
10/15/21	12.54	95.00	1,191.30
10/19/21	17.47	95.00	1,659.65
10/20/21	16.91	95.00	1,606.45
11/04/21	13.15	95.00	1,249.25
11/12/21	10.96	95.00	1,041.20
11/22/21	12.32	95.00	1,170.40
12/01/21	11.29	95.00	1,072.55
12/14/21	11.96	95.00	1,136.20
12/28/21	11.24	95.00	1,067.80
01/12/22	13.73	95.00	1,304.35
01/25/22	12.57	95.00	1,194.15
02/09/22	12.82	95.00	1,217.90
02/24/22	9.82	95.00	932.90
03/14/22	11.27	95.00	1,070.65
03/28/22	12.68	95.00	1,204.60
04/13/22	11.59	95.00	1,101.05
05/02/22	15.10	95.00	1,434.50
05/11/22	12.77	95.00	1,213.15
05/20/22	12.39	95.00	1,177.05
06/01/22	11.36	95.00	1,079.20
06/08/22	10.92	95.00	1,037.40
06/17/22	12.98	95.00	1,233.10
06/29/22	11.80	95.00	1,121.00
06/30/22	11.04	95.00	1,048.80

TOTAL:

545.84

\$51,854.80

SINGLE STREAM RECYCLING**FY '23**

E. L. Harvey & Sons, Inc.

Date	Tonnage	Cost/Ton	Amount Paid
07/07/22	13.61	\$95.00	\$1,292.95
07/14/22	12.74	95.00	1,210.30
07/19/22	12.49	95.00	1,186.55
07/27/22	13.09	95.00	1,243.55
08/02/22	11.71	95.00	1,112.45
08/05/22	12.07	95.00	1,146.65
08/09/22	16.32	95.00	1,550.40
08/10/22	14.48	95.00	1,375.60
08/16/22	12.88	95.00	1,223.60
08/23/22	13.81	95.00	1,311.95
08/30/22	13.69	95.00	1,300.55
09/02/22	10.39	95.00	987.05
09/09/22	12.94	95.00	1,229.30
09/19/22	14.58	95.00	1,385.10
09/29/22	11.85	95.00	1,125.75
10/12/22	14.06	95.00	1,335.70
10/17/22	11.69	95.00	1,110.55
10/28/22	10.96	95.00	1,041.20
11/17/22	13.72	95.00	1,303.40
11/29/22	13.00	95.00	1,235.00
12/15/22	12.29	95.00	1,167.55
01/04/23	10.87	95.00	1,032.65
01/11/23	14.62	95.00	1,388.90
02/08/23	12.41	95.00	1,178.95
02/27/23	11.98	95.00	1,138.10
03/13/23	11.43	95.00	1,085.85
03/24/23	7.97	95.00	757.15
04/06/23	9.77	95.00	928.15
04/19/23	11.99	95.00	1,139.05
04/28/23	6.28	95.00	596.60
05/15/23	12.97	95.00	1,232.15
05/23/23	11.24	95.00	1,067.80
06/01/23	10.68	95.00	1,014.60
06/13/23	12.00	95.00	1,140.00
06/22/23	11.23	95.00	1,066.85
06/29/23	11.29	95.00	1,072.55

TOTAL:	439.10	\$41,714.50
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SINGLE STREAM RECYCLING**FY '24**

E. L. Harvey & Sons, Inc.

Date	Tonnage	Cost/Ton	Amount Paid
07/06/23	10.97	\$95.00	\$1,042.15
07/11/23	13.34	95.00	1,267.30
07/19/23	15.37	95.00	1,460.15
07/25/23	14.19	95.00	1,348.05
08/01/23	11.74	95.00	1,115.30
08/04/23	10.29	95.00	977.55
08/10/23	11.19	95.00	1,063.05
08/16/23	9.86	95.00	936.70
08/23/23	13.15	95.00	1,249.25
08/30/23	11.51	95.00	1,093.45
09/06/23	10.92	95.00	1,037.40
09/14/23	13.20	95.00	1,254.00
09/21/23	9.48	95.00	900.60
10/03/23	12.31	95.00	1,169.45
10/16/23	11.53	95.00	1,095.35
10/30/23	13.73	95.00	1,304.35
11/15/23	13.54	95.00	1,286.30
11/29/23	13.23	95.00	1,256.85
01/03/24	11.49	95.00	1,091.55
01/04/24	14.33	95.00	1,361.35
01/23/24	12.15	110.00	1,336.50
02/08/24	10.22	110.00	1,124.20
02/26/24	10.38	95.00	986.10
03/19/24	8.15	95.00	774.25
04/02/24	10.65	95.00	1,011.75
04/27/24	10.26	95.00	974.70
04/30/24	11.13	95.00	1,057.35
05/14/24	10.67	95.00	1,013.65
05/23/24	10.77	95.00	1,023.15
05/28/24	10.68	95.00	1,014.60
06/05/24	12.18	95.00	1,157.10
06/18/24	11.25	95.00	1,068.75
06/26/24	10.38	95.00	986.10
TOTAL:	384.24		\$36,838.35

SINGLE STREAM RECYCLING

FY '25

Zero Waste Solutions, LLC

Date	Tonnage	Cost/Ton	Amount Paid
07/02/24	12.86	\$95.00	\$1,221.70
07/10/24	12.58	95.00	1,195.10
07/11/24	11.24	95.00	1,067.80
07/17/24	11.56	95.00	1,098.20
07/23/24	9.66	95.00	917.70
07/30/24	12.73	95.00	1,209.35
08/06/24	14.30	95.00	1,358.50
08/15/24	13.09	95.00	1,243.55
08/20/24	11.76	95.00	1,117.20
08/28/24	13.35	95.00	1,268.25
09/14/24	12.20	95.00	1,159.00
09/30/24	12.57	95.00	1,194.15
10/05/24	15.05	95.00	1,429.75
10/17/24	10.16	95.00	965.20
10/29/24	13.16	95.00	1,250.20

TOTAL:

186.27

\$17,695.65

			SEMASS PARTNERSHIP				
			P.O. Box 28360				
			New York, New York 10087-8360				
			508-291-4452				
FY '25			Tonnage	Cost		\$104.29/ton	
10-B	11/13/24		113.25	11,810.84	Transfer Station		October
8-B	10/16/24		144.64	15,084.51	Transfer Station		Sept.
6-B	09/18/24		179.20	18,688.77	Transfer Station		August
4-B	08/21/24		229.39	23,923.09	Transfer Station		July
			666.48				
			FY '25 TOTAL:	<u>69,507.21</u>			
						\$104.29 beginning Jan. 1	
FY '24			Tonnage	Cost		\$101.74/ton	
27-B	06/30/24		112.81	11,764.97	Transfer Station		June
26-B	06/26/24		111.18	11,594.96	Transfer Station		May
23-B	05/15/24		81.46	8,495.47	Transfer Station		April
21-B	04/17/24		68.46	7,139.70	Transfer Station		March
19-B	03/20/24		38.86	4,052.71	Transfer Station		Feb.
17-B	02/21/24		91.03	9,493.52	Transfer Station		Jan.
17-B	02/21/24		43.65	4,440.95	Transfer Station		Dec.
13-B	12/27/23		67.61	6,878.63	Transfer Station		Nov.
11-B	11/29/23		115.57	11,758.10	Transfer Station		October
8-B	10/18/23		158.93	16,169.54	Transfer Station		Sept.
6-B	09/20/23		224.44	22,834.53	Transfer Station		August
4-B	08/23/23		251.77	25,615.09	Transfer Station		July
			1,365.77				
			FY '24 TOTAL:	<u>140,238.17</u>			

						\$90.00/ton beginning Jan. 1
FY '20			Tonnage	Cost		\$71.75/ton
27-B	06/30/20		207.44	18,669.60	Transfer Station	June
26-B	06/30/20		118.93	10,703.70	Transfer Station	May
23-B	05/20/20		92.79	8,351.10	Transfer Station	April
21-B	04/22/20		109.59	9,863.10	Transfer Station	March
19-B	03/25/20		82.40	7,416.00	Transfer Station	Feb.
17-B	02/26/20		64.54	5,808.60	Transfer Station	Jan.
15-B	01/29/20		108.28	7,171.40	Transfer Station	Dec.
12-B	12/18/19		86.84	5,751.43	Transfer Station	Nov.
10-B	11/20/19		136.03	9,009.27	Transfer Station	Oct.
8-B	10/23/19		141.37	9,362.37	Transfer Station	Sept.
6-B	09/25/19		241.24	15,977.35	Transfer Station	August
4-B	08/28/19		272.86	18,071.55	Transfer Station	July
			1,662.31			
			FY '20 TOTAL:	126,155.47		
						\$71.75/ton beginning Jan. 1
FY '19			Tonnage	Cost		\$68.30/ton \$66.23
27-B	06/30/19		164.13	10,870.32	Transfer Station	June
25-B	06/19/19		128.58	8,515.84	Transfer Station	May
23-B	05/22/19		95.98	6,356.76	Transfer Station	April
20-B	04/10/19		86.20	5,709.03	Transfer Station	March
18-B	03/13/19		57.78	3,826.77	Transfer Station	Feb.
16-B	02/13/19		105.05	6,957.45	Transfer Station	Jan.
14-B	01/16/18		87.85	5,538.06	Transfer Station	Dec.
14-B	01/16/19		87.76	5,532.39	Transfer Station	Nov.
10-B	11/21/18		141.44	8,916.39	Transfer Station	Oct.
8-B	10/24/18		149.60	9,430.78	Transfer Station	Sept.
6-B	09/26/18		310.98	19,604.17	Transfer Station	August
3-B	08/15/18		263.06	16,583.31	Transfer Station	July
			1,678.41			
			FY '19 TOTAL:	107,841.27		
FY '18			Tonnage	Cost		\$68.30/ton
27-B	06/30/18		162.10	10,218.79	Transfer Station	June
25-B	06/20/18		134.26	8,463.77	Transfer Station	May
23-B	05/16/18		110.31	6,953.93	Transfer Station	April
21-B	04/25/18		65.67	4,139.84	Transfer Station	March
18-B	03/14/18		65.70	4,141.73	Transfer Station	Feb.
17-B	02/28/18		88.82	5,599.21	Transfer Station	Jan.
14-B	01/17/18		83.52	5,265.11	Transfer Station	Dec.
12-B	12/20/17		89.67	5,652.79	Transfer Station	Nov.
10-B	11/22/17		148.58	9,366.48	Transfer Station	Oct.
8-B	10/25/17		185.54	11,696.45	Transfer Station	Sept.
5-B	09/13/17		295.26	18,613.22	Transfer Station	August
3-B	08/16/17		316.89	19,976.74	Transfer Station	July
			1,746.32			
			FY '18 TOTAL:	110,088.06		

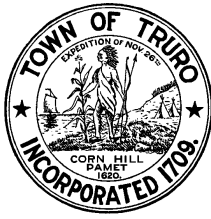
					\$68.30/ton beginning Jan. 1	
FY '17			Tonnage	Cost	\$66.63/ton thru Dec. 31	
27-B	06/30/17		189.21	11,927.80	Transfer Station	June
25-B	06/21/17		170.93	10,775.42	Transfer Station	May
23-B	05/24/17		116.95	7,372.53	Transfer Station	April
22-B	05/10/17		14.69	77.27	Transfer Station	Feb. error
20-B	04/12/17		113.35	7,145.59	Transfer Station	March
18-B	03/15/17		83.41	5,180.90	Transfer Station	Feb.
16-B	02/15/17		98.10	6,184.22	Transfer Station	Jan.
14-B	01/18/17		90.89	5,589.75	Transfer Station	Dec.
12-B	12/21/16		140.26	8,625.99	Transfer Station	Nov.
10-B	11/23/16		153.24	9,424.27	Transfer Station	Oct.
8-B	10/26/16		191.23	11,760.65	Transfer Station	Sept.
5-B	09/14/16		299.88	18,442.63	Transfer Station	August
3-B	08/17/16		245.71	15,111.17	Transfer Station	July
			1,907.85			
			FY '17 TOTAL:	117,618.19		
FY '16			Tonnage	Cost	\$65.00/ton	
27-B	06/30/16		203.72	12,528.78	Transfer Station	June
25-B	06/22/16		109.74	6,749.01	Transfer Station	May
23-B	05/25/16		134.40	8,265.60	Transfer Station	April
21-B	04/27/16		86.70	5,332.05	Transfer Station	March
18-B	03/16/16		64.90	3,991.36	Transfer Station	Feb.
16-B	02/17/16		107.26	6,596.49	Transfer Station	Jan.
14-B	01/20/16		88.79	5,327.40	Transfer Station	Dec.
12-B	12/23/15		132.89	7,973.40	Transfer Station	Nov.
11-B	12/09/15		133.07	7,984.20	Transfer Station	October
7-B	10/14/15		169.01	10,140.60	Transfer Station	Sept.
5-B	09/16/15		234.51	14,070.60	Transfer Station	August
3-B	08/19/15		212.35	12,741.00	Transfer Station	July
			1,677.34			
			FY '16 TOTAL:	101,700.49		
					\$65.00/ton beginning Jan. 1	
FY '15			Tonnage	Cost	\$37.51/ton thru Dec. 31	
27-B	06/30/15		151.04	9,062.40	Transfer Station	June
25-B	06/10/15		96.14	5,768.40	Transfer Station	May
23-B	05/13/15		137.72	8,263.20	Transfer Station	April
21-B	04/15/15		92.72	5,563.20	Transfer Station	March
19-B	03/18/15		106.16	6,369.60	Transfer Station	February
18-B	03/04/15		107.76	6,465.60	Transfer Station	January
15-B	01/21/15		133.17	4,177.06	Transfer Station	December
13-B	12/24/14		113.96	3,452.62	Transfer Station	November
11-B	11/26/14		140.98	4,461.57	Transfer Station	October
8-B	10/15/14		194.06	6,448.03	Transfer Station	September
6-B	09/17/14		355.78	12,509.63	Transfer Station	August
4-B	08/20/14		334.67	11,713.18	Transfer Station	July
			1,964.16			
			FY '15 TOTAL:	84,254.49		

FY '14			Tonnage	Cost	\$37.51/ton	
27-B	06/30/14		211.56	7,090.74	Transfer Station	
26-B	06/25/14		162.27	5,237.32	Transfer Station	
23-B	05/14/14		130.87	4,054.91	Transfer Station	
21-B	04/16/14		93.51	2,648.96	Transfer Station	
19-B	03/19/14		111.18	3,307.20	Transfer Station	
17-B	02/19/14		91.75	2,573.81	Transfer Station	
15-B	01/22/14		84.45	2,295.39	Transfer Station	
12-B	12/11/13		100.50	2,892.85	Transfer Station	
10-B	11/13/13		107.21	3,139.99	Transfer Station	
8-B	10/16/13		141.75	4,431.02	Transfer Station	
6-B	09/18/13		246.82	8,367.62	Transfer Station	
4-B	08/21/13		252.86	8,589.62	Transfer Station	
			1,734.73			
FY '14 TOTAL:				54,629.43		
FY '13			Tonnage	Cost	\$37.51/ton	
27-B	06/30/13		119.52	3,583.44	Transfer Station	
25-B	06/12/13		123.46	3,726.67	Transfer Station	
23-B	05/15/13		77.99	2,016.51	Transfer Station	
21-B	04/17/13		58.24	1,271.09	Transfer Station	
19-B	03/20/13		63.37	1,458.96	Transfer Station	
17-B	02/20/13		101.52	2,885.40	Transfer Station	
15-B	01/23/13		60.50	1,342.16	Transfer Station	
12-B	12/12/12		103.63	2,955.42	Transfer Station	
10-B	11/14/12		158.16	4,996.26	Transfer Station	
8-B	10/17/12		145.10	4,501.82	Transfer Station	
6-B	09/19/12		273.92	9,329.26	Transfer Station	
3-B	08/08/12		264.77	8,981.50	Transfer Station	
			1,550.18			
FY '13 TOTAL:				47,048.49		
FY '12			Tonnage	Cost	\$37.76/ton	
27-B	06/30/12		124.89	3,761.21	Transfer Station	
25-B	06/13/12		79.85	2,055.96	Transfer Station	
23-B	05/16/12		96.59	2,683.48	Transfer Station	
21-B	04/18/12		57.59	1,206.26	Transfer Station	
19-B	03/21/12		59.98	1,291.93	Transfer Station	
16-B	02/08/12		74.20	1,824.31	Transfer Station	
15-B	01/25/12		74.44	1,828.79	Transfer Station	
12-B	12/14/11		125.46	3,750.77	Transfer Station	
10-B	11/16/11		102.54	2,880.73	Transfer Station	
8-B	10/19/11		139.46	4,270.25	Transfer Station	
6-B	09/21/11		276.24	9,430.53	Transfer Station	
3-B	08/10/11		217.91	7,223.42	Transfer Station	
			1,429.15			
FY '12 TOTAL:				42,207.64		

FY '11		Tonnage	Cost	\$37.51/ton	
27-B	06/30/11	174.27	5,527.37	Transfer Station	
25-B	06/15/11	130.56	3,883.23	Transfer Station	
23-B	05/18/11	87.64	2,268.73	Transfer Station	
21-B	04/20/11	68.21	1,535.34	Transfer Station	
18-B	03/09/11	63.27	1,345.46	Transfer Station	
17-B	02/23/11	65.94	1,441.05	Transfer Station	
14-B	01/12/11	84.40	2,128.93	Transfer Station	
12-B	12/15/10	88.18	2,266.15	Transfer Station	
10-B	11/17/10	112.92	3,189.56	Transfer Station	
8-B	10/20/10	163.59	5,085.62	Transfer Station	
6-B	09/22/10	271.66	9,134.78	Transfer Station	
3-B	08/11/10	236.65	7,816.96	Transfer Station	
		1,547.29			
FY '11 TOTAL:			45,623.18		
FY '10		Tonnage	Cost	\$37.51/ton	
27-B	06/30/10	161.27	4,984.86	Transfer Station	
25-B	06/16/10	84.93	2,116.79	Transfer Station	
23-B	05/19/10	71.76	1,618.23	Transfer Station	
21-B	04/21/10	78.37	1,861.58	Transfer Station	
18-B	03/10/10	63.78	1,309.73	Transfer Station	
16-B	02/10/10	63.18	1,282.64	Transfer Station	
15-B	01/27/10	86.93	2,168.97	Transfer Station	
12-B	12/16/09	65.34	1,354.54	Transfer Station	
10-B	11/18/09	119.24	3,371.75	Transfer Station	
8-B	10/21/09	164.63	5,069.77	Transfer Station	
6-B	09/23/09	235.25	7,714.16	Transfer Station	
4-B	08/26/09	248.24	8,196.86	Transfer Station	
FY '10 TOTAL:		1,442.92	41,049.88		
FY '09		Tonnage	Cost	\$37.51/ton	
27-B	6/30/2009	164.06	5,369.35	Transfer Station	
25-B	6/17/2009	93.53	2,575.32	Transfer Station	
23-B	5/20/2009	97.81	2,739.99	Transfer Station	
21-B	4/22/2009	55.65	1,068.02	Transfer Station	
19-B	3/25/2009	56.09	1,080.84	Transfer Station	
16-B	2/11/2009	65.88	1,463.43	Transfer Station	
15-B	1/28/2009	87.46	2,312.38	Transfer Station	
12-B	12/17/2008	87.85	2,323.23	Transfer Station	
10-B	11/19/2008	100.12	2,803.92	Transfer Station	
8-B	10/22/2008	183.55	6,099.05	Transfer Station	
6-B	9/24/2008	353.27	12,806.88	Transfer Station	
4-B	8/27/2008	292.10	10,383.06	Transfer Station	
FY '09 TOTAL:		1,637.37	51,025.47		

FY '08			Tonnage	Cost	\$37.51/ton
27-B	6/30/2008		165.28	5,025.55	Transfer Station
25-B	6/18/2008		141.43	2,487.92	Transfer Station
23-B	5/21/2008		86.26	2,052.35	Transfer Station
21-B	4/23/2008		82.85	1,919.89	Transfer Station
19-B	3/26/2008		62.05	1,135.10	Transfer Station
17-B	2/27/2008	P-Tow n	44.83	484.61	Transfer Station
14-B	1/16/2008		87.56	2,082.83	Transfer Station
12-B	12/19/2007		87.80	2,087.27	Transfer Station
10-B	11/21/2007		148.15	4,346.48	Transfer Station
8-B	10/24/2007		139.96	4,034.66	Transfer Station
6-B	9/26/2007		337.08	11,424.05	Transfer Station
3-B	8/15/2007		345.60	11,739.13	Transfer Station
	FY '08 TOTAL:		1,728.85	48,819.84	

FY '07			Tonnage	Cost	\$37.51/ton
27-B	6/30/2007		138.74	3,975.17	Transfer Station
25-B	6/20/2007		105.80	2,735.06	Transfer Station
23-B	5/23/2007		94.51	2,306.93	Transfer Station
21-B	4/25/2007		85.64	1,969.68	Transfer Station
18-B	3/14/2007		57.31	902.44	Transfer Station
16-B	2/14/2007		87.35	107.05	Transfer Station
10-B	11/22/2006	P-Tow n	138.06	3,313.28	Transfer Station
8-B	10/25/2006		211.34	6,657.27	Transfer Station
6-B	9/27/2006		388.96	13,315.20	Transfer Station
3-B	8/16/2006		349.86	11,844.03	Transfer Station
	FY '07 TOTAL:		1,657.57	47,126.11	



TOWN OF TRURO BOARD OF HEALTH

P.O. Box 2030
Truro MA 02666-0630

Board of Health Meeting Minutes: October 15, 2024

This was a hybrid meeting held in person at Truro Town Hall in the Select Board chambers and via Zoom. **Board members in attendance:** In person: Vice Chair Jason Silva, Board Members Brian Koll, Helen Grimm, and Alternate Board member John Dundas; Remote: Tim Rose (arrived 4:40); Absent: Chair Tracey Rose Also Present in person: Health Agent Emily Beebe, Assistant Health Agent Courtney Warren

The meeting was called to order at 4:30 pm by the Vice Chair, who described the remote meeting procedures and the process for public participation.

Public Comment: There was no public comment.

Title 5 and TBOH regulations variance requests: 2 Adams Way, Zachary Luster & Edwidge Yingling, (*continued from 10/1/2024*) Zach Luster described the plan to eliminate a bedroom in the house. The Agent noted that a bedroom will be removed from the first floor leaving one bedroom on that floor, two upstairs, and one room over the garage. The basement unit will become an ADU that must be a year-round rental. She explained that the two variances requested are for depth of cover over the proposed two-compartment, H-20 septic tank and for the new tank to be less than 10' from the slab. She also encouraged the Board to condition approval with the recording of a deed restriction describing the location and number of bedrooms and including standard language about the requirements of an ADU. **Motion:** Board member John Dundas moved to approve the variances as presented with the condition of the recording of a deed restriction; **Second:** Board member Helen Grimm; **Vote:** 4-0-0; the motion carried.

Title 5 Local Upgrade Approval: 35 Black Pond Rd, Anthony Bak John O'Reilly, representing the property owner, described the upgrade of the cesspool on the property to a standard Title 5 system. The new system will be greater than 150' from Slough Pond and is proposed for the driveway area to limit disturbance. The plan will require relocation of the existing well. The two variances being requested are both for depth of cover. The components will be H-20 and vented. Conservation Commission approval will also be required. Vice Chair Jason Silva noted that the elimination of the cesspool and moving the system away from the pond is an improvement. He asked the Agent to comment on the plan and she stated that the plan looks good. **Motion:** Board member Brian Koll moved to approve the variances as requested; **Second:** Alternate member John Dundas; **Vote:** 4-0-0; the motion carried.

Appeal of Health Agents Decision: 5 Corn Hill Landing, Sarah Lamb & Edward Black Attorney Ben Zehnder and Homeowner Ed Black were present in person and Homeowner Sarah Lamb was present virtually to appeal for the addition of a professional studio to their property. Ben Zehnder provided the Board of Health members with floor plans of

the house. Ed Black explained that they bought the property in 2008 and have never rented it and do not intend to rent it in the future. They would like to build a professional working studio, but their design meets the definition of a bedroom. Ben Zehnder stated they want to add space without increasing the nitrogen load on the septic system. His clients were open to a deed restriction limiting the property to three bedrooms and prohibiting overnight habitation in the studio. He reported that he had done a walk through with the Agent and described the house as having two bedrooms upstairs and no bedrooms on the main floor. The basement level has one clear bedroom and a room that although it has been used as a bedroom does not meet the definition since it is a pass through between an outside entrance and the main living area of the house. The Agent stated that the lot is $\frac{3}{4}$ acre which translates into three-bedroom lot. She noted that on the walk through, the first room they entered was a habitable room with a bed and therefore needs to be called a bedroom. With that room included, the house has four bedrooms, and the studio would be a fifth bedroom. The Agent noted that this was something that the office staff had to deny but that the Board can negotiate. Board member Helen Grimm asked for clarification as to which bedroom was the pass-through room. Ben Zehnder described the room on the ground floor as having an entrance from the parking area. Alternate member John Dundas asked for clarification from the Agent about the trend for adding more space. The Agent replied that there has been a trend toward developing more built space and creating rooms that might not be intended to be bedrooms. John Dundas then asked if homeowners are typically honoring any constraints that are placed on them. The Agent replied that restrictions are generally honored but when a transfer happens, new owners often interpret the space differently. The Agent noted that this particular property was already over capacity and that the office reviews many cases like this and evaluate them based on the local regulations.

Ben Zehnder agreed that there is a trend to maximize space but argued that because the bedroom in question is a pass-through room it does not afford privacy and therefore should not be counted as a bedroom.

Board member Tim Rose suggested a studio with no water or septic connection at all. The Board further discussed the existing bedroom locations and descriptions noting that the back room on the ground floor was definitely a bedroom but the TV room on the main floor has a large, cased opening and is no longer considered a bedroom.

Homeowner Sarah Lamb asked if a composting toilet would be allowed. The Agent opined that a composter could work and that the studio could possibly be considered as space that is accessory to the existing dwelling. She noted that the issue remaining was to disqualify the room downstairs as a bedroom. She noted that even though it is a pass-through room, it could easily be adapted to become a closed off separate bedroom.

Ben Zehnder suggested that an I/A system would be a net positive regardless of how that room was used and also noted that it would be difficult to reconfigure that room due to the way the house was constructed. Homeowner Ed Black said that they were open to considering I/A.

The Agent noted that the local regulations allow I/A for nitrogen credit ONLY for a year-round rental unit. Ben Zehnder said that they are not asking for an increase in flow and are proposing a three-bedroom deed restriction as well as offering I/A for the ability to have the studio. The Agent stated that a deed restriction could be drafted to limit the property to three bedrooms, to describe the studio as accessory to the main dwelling, and to disqualify the pass-through room as a bedroom. She noted though that enhanced I/A

will be coming to this location as regulations tighten in the future and emphasized the Board should stay consistent with what has been allowed in the past.

The Board agreed to continue the matter and asked to see: a three-bedroom plan with I/A, proposed deed restriction language, and tighter floor plans. **Motion:** Board member Tim Rose moved to continue the matter until the November 19, 2024 meeting; **Second:** Board member Brian Koll; **Vote:** 5-0-0; the motion carried.

Appeal of Health Agents Decision: 2 Meetinghouse Rd U:5, Lodi-Gruber Family Trust Attorney Jill Schafer was present virtually to represent the Lodi-Gruber Family Trust who own Unit #5 of the Sladeville Condominiums. Trustee Elizabeth Gruber was also present virtually. They had been scheduled to appear before the ZBA to ask to reinstate one bedroom returning the cottage to its historical five bedrooms. However, the Health Agent issued an opinion prior to that meeting stating that this is not in compliance with Section 6, Article 10 of the current Board of Health regulations.

Prior to the condo conversion in 2009, tree roots had made a room unusable, so a wall was removed eliminating a bedroom. The site septic plan from 2000 shows 37 bedrooms but the site plan approved by the ZBA in 2009 for the condo conversion was for 36 bedrooms because of the bedroom reduction in Unit 5. The current owners purchased the property in 2016 and in December of that year were issued a building permit for a new foundation. During that work, the roots were removed leveling the floor of the bedroom in question and the partition wall was reinstalled. They are asking to have the Health Agent's decision overturned because the work done in 2016 to restore the partition wall did not need a building permit and is not new construction, so they believe that the current regulations do not apply. They argued that this is not previous approval for future use that has expired and also noted that the septic system was designed to include this bedroom.

The Health Agent agreed that the system was approved for 37 bedrooms on a 3+ acre property on the Pamet River. She noted that this is a Nitrogen Sensitive Area, and the property has many more bedrooms than what is now allowed by Title 5. The Health Department was not consulted when the bedroom was added back in 2016. By her interpretation of the current regulations, the future use has expired, and she does not have the authority to permit the bedroom to be added back. The Board of Health, however, can make that determination. Vice Chair Jason Silva confirmed that the septic system is already an I/A system. Board member Helen Grimm asked whether either the removal or subsequent readdition of the bedroom was ever approved. It was not as the owners believed they were just restoring the cottage to its former state and no building permit was required for a non-load bearing wall. The Agent asked the homeowner how the unit was described when they bought it. The homeowner replied that when they purchased it in June 2016, they were aware that the condo documents said four bedrooms, but the previous owner had told them that it had always been five bedrooms. They did the work to fix the foundation and replace the partition wall in 2017. Attorney Jill Schafer noted that the regulations in place in 2016 did not have the clause about building into future use. She reiterated that they were not building into the system. Board member Tim Rose asked if the Agent had confirmed the bedroom count of the entire facility with a walk-through. She replied that in this case, the documents in the file are all consistent so she is comfortable with the overall bedroom count for the property. Board member Helen Grimm stated that there are many historical structures where bedroom counts have been

changed, but just because a bedroom used to exist was not automatically permission to put it back. **Motion:** Board member Helen Grimm moved to uphold the Health Agent's decision that Unit 5 should remain at four bedrooms; **Second:** Board member Brian Koll; **Vote:** 4-0-1 with Vice Chair Jason Silva abstaining; the motion carried.

Water Resources Report

The Agent encouraged the Board and the public to watch the recent Joint Provincetown and Truro Select Board meeting about Water. The link can be found on the Truro Channel 8 section of the website under Select Board, 9/30/2024.

Cesspool upgrades are continuing to move forward.

Thursday night at 6pm at the library, she will be giving a presentation on Wastewater Management. This talk is designed to give an overview of the issues, explain why a plan is needed, and outline some goals of the process. She will also touch on different wastewater options such as standard Title 5, I/A, and enhanced I/A.

She also reported that a research paper entitled "Reducing wastewater nitrogen loading by >90% with carbon-amended septic systems: A field demonstration in Barnstable County (Cape Cod), Massachusetts" was recently published in the Journal of Environmental Management with our consultant Scott Horsley as one of the authors.

Health Agent's Report:

The Agent highlighted several upcoming license changes. The Truro General Store is pursuing a year-round license. Two licensing items are on the next Select Board meeting agenda (10/22/24). Liam Rowland from Salty Market will be requesting approval of a pouring license and Anchorage by the Bay Condominiums are in the final stages of converting to year-round condo status. The report from Outer Cape Health Services on the impact of the Navigator Program on the community has been included in the packet. Our annual Flu Shot Clinic was held last week with good attendance was good. Both flu shots and updated covid vaccines were available.

The next scheduled Board of Health meeting falls on election day so that meeting has been canceled. The next meeting will be November 19, 2024.

Staff will be attending the annual MHOA conference in Springfield in mid-November.

Motion: Board member Tim Rose moved to adjourn the meeting; **Second:** Board member Helen Grimm; **Vote:** 5-0-0, the motion carried.

The meeting was adjourned at 6:06 PM.

Respectfully submitted by Courtney Warren