

**SEPTIC SYSTEM INSPECTION  
CONSENT DECREE  
Address  
TEWKSBURY, MA**

This CONSENT DECREE is entered into this DATE, between the Town of Tewksbury (Town) and NAME (Seller) and NAME (Buyer). This agreement shall be legally binding and shall expire upon the completion of an approved connection to the municipal sewer system.

FACTS

1. The Town of Tewksbury has approved the funding for Contract ## of the Town's Master Sewer Plan, which includes service to this property, and expects to have the construction of the sewer to this location completed by DATE.
2. A representative of the Board of Health has visited the site and has determined that the system, during that visit, was not overflowing or causing a public health nuisance.
3. An inspection of the septic system was conducted in accordance with the requirements of 310 CMR 15.000 (Title 5) on DATE, by NAME, and said septic system was determined to be in a state of failure due to REASON.
4. 310 CMR 15.305(1B) allows the Board of Health to waive the immediate upgrade of a failed system, provided that there is an enforceable agreement to connect to the sewer within 5 years.
5. The owner proposes to conduct a temporary repair of the system by DETAILS.

Based on these facts, the Board of Health hereby waives an immediate and complete septic system upgrade, subject to the following CONDITIONS:

6. The septic tank shall be pumped no sooner than 6 months prior to the execution of this document, and annually in MONTH with proof of pumping being submitted to the Board of Health within that month.
7. The owner and any subsequent owners shall take any action necessary to prevent the septic system from becoming a public health nuisance.
8. If at any time the system overflows or is deemed to be a public health nuisance, the owner shall take steps to correct such condition, including but not limited to turning the septic tank into a tight tank as described in 310 CMR 15.000.
9. Within 30 days of the availability of a sewer connection, the dwelling shall be connected by a licensed drainlayer to said sewer.
10. Failure to comply with this agreement shall allow the Board of Health to seek legal remedies against any owner of the property. Said remedies may include the issuance of an administrative fine, the seeking of a court decision in either District or Superior Court, or some other appropriate matter of recourse.
11. The owner understands that the repair work to be completed is temporary in nature, and that there is no guarantee from the town and contractor that the septic system will function properly. Further, it is acknowledged that the temporary repair work does not entitle an owner to claim that the system is approved under Title 5, that the system can pass a Title 5 Inspection, or that additional sewer flow (additional bedrooms) may be added until the structure is connected to sewer, or a proper system upgrade is executed.
12. This agreement shall be recorded at the Registry of Deeds to run with the property, and shall be legally binding to these and all subsequent owners.

I hereby certify, under the pains and penalties of perjury, that I have read and understand this document, and that I agree to abide by its conditions.

\_\_\_\_\_  
Thomas G. Carbone, R.S.  
Director of Public Health

\_\_\_\_\_  
Seller

On this day, DATE, the above named persons did appear before me personally, to me known to be the people described in and who executed the foregoing instrument and acknowledged that they executed it the same free act.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Notary Public

Commission Expires:  
\_\_\_\_\_

\_\_\_\_\_  
Notary Public

Commission Expires: \_\_\_\_\_

I hereby certify, under the pains and penalties of perjury, that I have read and understand this document, and that I agree to abide by its conditions.