

ON-SITE SEWAGE DISPOSAL SYSTEMS INFORMATION

On site wastewater disposal systems (Septic systems), or cesspools in older homes, provide for the treatment and disposal of wastewater. Cesspools and septic system have been known with **PROPER MAINTENANCE**, to perform effectively for many years. Your on site disposal system is just as important to you as your furnace. A new system of any type, or repairs to the existing one, can be very costly. Cost variation is due to the type of failure, soil conditions, water table and lot size. Proper maintenance is a cost effective way of prolonging the life of the system.

Cesspools are not allowed in new construction, however, there are a significant number of existing older homes that are still using them. From these homes the building sewer (pipe) goes directly to the cesspool. The cesspool is a large pit, with sides consisting of either concrete blocks or fieldstone and the bottom is earth. The lighter solids and grease (scum) float at the top and the heavier solids (sludge) settle to the bottom. The liquid seeps through the perforated blocks or the irregular stones. Life span is limited, although with **PROPER MAINTENANCE**, they could function effectively for many years. Should the cesspool overflow, it is usually because the pores in the sidewall and the surrounding soil have been clogged with solids. Normally this occurs from lack of periodic inspections and infrequent pumping out of the scum and sludge. It is recommended that there should be an annual inspection.

HOW TO LOCATE YOUR SEPTIC

TANK OR CESSPOOL

Locating and performing inspections on your disposal system, to determine the need for pumping, can cut costs, providing you follow the correct procedure. The recommended procedure to follow is:

- A. Contact the Board of Health to see if they have a plan on file
- B. If your plan is not on file, follow as recommended

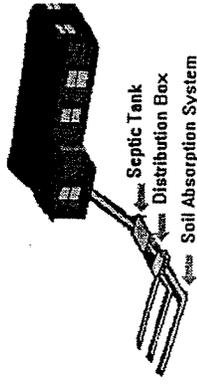
1. See if you can find a concrete or metal manhole cover, usually located in an area of tall green grass; or where there is a depression on the premises where the grass does not grow; or where there is rapidly melting snow.

2. If a ground surface inspection is of no help; locate the building sewer (main house drain) in the cellar. Measure 10' (it may be more) from the foundation by following the direction of the pipe. Probe the soil with a thin metal rod. The septic tank or cesspool cover should be 12" or less below the surface.
3. Record the location and give a copy to the Board of Health.

INDICATIONS OF A FAILING SYSTEM

- Mushy soil above or near the septic tank, cesspool or leaching field, or liquids surfacing in these areas
- Foul odor from sewage area, nearby streams, wetlands, etc...
- Any backup of sinks, toilets, not caused by blockage or internal pipes within the home
- Tall green grass above or near the leaching area, septic tank or cesspool.

ORDER TO IDENTIFY & MAINTAIN YOUR SEPTIC SYSTEM



This brochure was designed for Home Owners, Builders, Septage Pumpers, Realtors and Lending Institutes. An on-site Sewage Disposal System can provide trouble-free service for many years if maintained properly. This brochure addresses the following topics:

- ⇒ On Site Sewage Disposal System Information
- ⇒ How to locate your septic tank or cesspool
- ⇒ Indications of a failing system
- ⇒ How you can inspect your septic tank or cesspool
- ⇒ Some reasons why your system can fail
- ⇒ Reasonable steps to take to prevent system failure
- ⇒ Maintenance Information

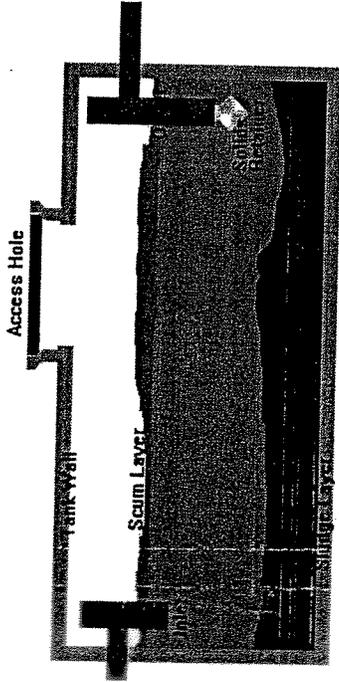
1. Remove cover or covers.
2. With a stick or rod, measure the scum and sludge layers. If they are more than 1/3 the volume of the septic tank or cesspool, it should be pumped out. Care should be taken to insure that sludge is removed from the bottom.
3. Be sure that both inlet and outlet tees are in place and free of any solids.
4. For assistance on any cesspool or septic tank problem, call the Acton Board of Health (264-9634). We are here to help you.

SOME REASONS WHY YOUR SYSTEM CAN FAIL

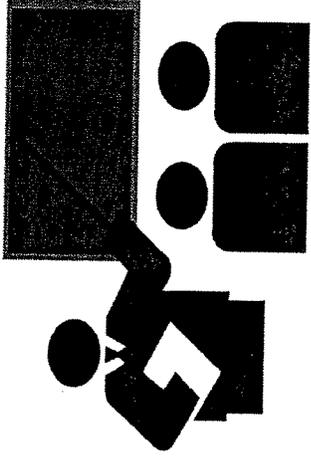
- **POOR LOCATION** for leaching area. Soil is impervious, water table is high, or inadequate perc. Rate of liquids through the soil.
- **EXCESSIVE SOLIDS** in the cesspool, or there is a septic tank, there could be an overflow of solids into the leaching areas.
- **POOR INSTALLATION.** Drain pipes & distribution pipes not properly graded, or septic tank not level.
- **DESIGNED** too small for the present demand.
- **DRAIN PIPES** may be clogged with solids, or roots may grow into the leaching area.

WHAT YOU SHOULD KNOW IN

SEPTIC TANK CROSS-SECTION



Typical
Septic Tank
(yours may vary)



REASONABLE STEPS TO TAKE TO PREVENT SYSTEM FAILURE

1. Don't install garbage disposals, as they are a leading factor of clogged systems.
2. Don't put solids like sanitary napkins, paper towels, grease, hair, oil or coffee grounds down the drain.
3. Inspect or pump out on-site systems annually. Do not wait until you have a problem.
4. Conserve on water: Excess water can create problems. Install water saving devices whenever possible.
5. Don't put additives into your system. Medicines, paint thinner, disinfectants, pesticides and acids will only kill the bacteria which is needed to decompose the organic matter.
6. Don't use enzymes or volatile organic degreasers for treating your septic tank or cesspool.
7. Don't plant shrubs or trees with deep roots near your leaching area.
8. Don't allow heavy equipment to drive over your leaching area.
9. Don't build permanent structures (shed, garage, above ground pool) over the leaching area of your disposal system.
10. Don't drain cooling water, roof drains, swimming pools, special purpose pools, into your septic system

MAINTENANCE INFORMATION

Did you know....when your system is pumped...it is reported to us by the licensed seepage pumper? Yes, we keep this information in a database, and also in a file for the specific property. We can track the routine maintenance of your system, and remind you when you have not serviced you system in the regulated time.

Annual inspection and pumping of your septic tank every other year is your maintenance program. Immediately investigate any signs of failure, and contact the Health Department at 508-264-9634.

Town of Acton
Wastewater Management Plan

HEALTH DEPARTMENT FILE SUMMARY SHEET

Property Address: 98 Arlington Street Owner: Donald A. Weier

Owner's Address, if different: N/A

Assessor Date: Map: E2 Parcel: 221

Septic System: _____ Cesspool _____ Field _____ Trenches _____ Pit _____ Gallery
_____ Treatment Plant _____ Tight Tank

Leaching Area: 900 sq. Ft. Tank Size: 1,000 Variances: Title 5 Acton Code

Last Five Dates Pumped: (1) 3-17-83 (2) (3) (4) (5)

Grease Trap: Gasoline Trap:

Problems indicated on slips: (1) (2) (3) (4) (5)

Water supply: Public -x- Private _____

File completeness: As-built plan -x- Proposed Plan _____ Permits -x-
Certificate of Compliance -x-

Date system constructed: 11-14-71 Date most recent repair: N/A

Underground Storage Tank: N/A Date Installed: N/A Size: N/A Contents: N/A

Prescribed pumping interval: 2 Years

Use: Residential -x- Commercial Industrial Number of dwelling units: -I-

Remarks: Waste Water District FP-7 Aquifer District 4

This is a file summary for each parcel.

Town of Acton
Wastewater Management Plan

SEPTAGE PERMIT

TOWN OF ACTON
SEPTAGE MAINTENANCE PROGRAM
472 MAIN STREET
ACTON, MA 01720
TEL (978) 264-9634

DISPOSAL COMPANY:

NAME: _____

DATE: _____

DRIVER: _____

TEL NO: _____

DISCHARGE LOCATION: _____

PERMIT EXPIRES _____
DATE

SEPTAGE FROM:

NAME: _____

ADDRESS: _____

TEL NO: _____

TRUCK CAPACITY: _____

GALLONS DISCHARGED: _____

This document is a septage permit which is required for any septage disposal other than Upper Blackstone.

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AC 5201

SEPTAGE PERMIT

UPPER BLACKSTONE
Water Pollution Abatement District
Route 20
Millbury, Mass. 01527
Tel. (508) 755-1286

Disposal Company:

Name: _____ Date: _____

Driver: _____

Tel. No: _____ Permit No: _____

Permit Expires: _____ Date Permit Issued By: _____
City or Town

Septage From:

Name: _____ City or Town: _____

Address: _____
Street & No.

Tel. No: _____

Truck Capacity: _____ Gallons Discharged: _____

Received By: _____

UPPER BLACKSTONE

This is a septage permit required by Upper Blackstone

Town of Acton
Wastewater Management Plan

Acton Board of Health Pumping Report

SEPTAGE HAULER: _____

DATE: _____

ADDRESS: _____

OWNER: _____

GALLONS PUMPED: _____

GREASE TRAP: _____ SEPTIC TANK: _____

ROUTINE: _____ Y _____ N

BLOCKAGE: _____ Y _____ N

ACTION TAKEN:

PEROX TREATMENT: _____ Y _____ N

Acton Board of Health Pumping Report

SEPTAGE HAULER: _____

DATE: _____

ADDRESS: _____

OWNER: _____

GALLONS PUMPED: _____

GREASE TRAP: _____ SEPTIC TANK: _____

ROUTINE: _____ Y _____ N

BLOCKAGE: _____ Y _____ N

ACTION TAKEN:

PEROX TREATMENT: _____ Y _____ N

These are pumping records that must be submitted by each pumper on a monthly basis.

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The following Pages are application forms each hauler must submit on an annual basis.

TO: Applicants for Licensed Septage Hauler
FROM: Acton Board of Health
SUBJECT: Application Procedures

All parties who wish to become a licensed septage hauler in the Town of Acton must complete the information requested below and forward it to this office with an executed copy of the attached statement. Once these documents have been received, an inspection of the vehicle may be scheduled.

Name of Business: _____

Name of Owner: _____

Business Address: _____

Type/Capacity of Vehicles: _____

Number of Vehicles: _____

Please provide a statement from any treatment plant that will accept septage from your company. This must be provided on the treatment plant's letterhead. Otherwise, all waste must be taken to Upper Blackstone in Millbury, MA.

Fee for License: \$ 75.00 per year

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APPLICATION FOR SEPTAGE HAULER'S PERMIT

1. Applicant

Name: _____

Proprietor - if corporation, officer(s): _____

Business Address: _____

Phone: _____

Driver(s) Name(s): _____

2. Vehicle

Make: _____ Year: _____

Registration Number: _____

Capacity in Gallons: _____ Last Inspected: _____

3. Other Towns in which Applicant is Licensed

_____ License #: _____

_____ License #: _____

For Office Use

Fee Paid: _____ Condition of Truck: _____

Applicant in Receipt of Appropriate Acton Regulations? _____

Approved: _____ License Number: _____

Pursuant to Massachusetts General Law Chapter 62C, Section 49A, I certify under the pains and penalties for perjury that I, to the best of my knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

Social Security Number or
Federal Identification Number

Signature of Individual or
Corporate Name

Corporate Officer (if applicable)

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This is a current list of Licensed Haulers in Acton

95-01SH	Dracut Sewer 344 Aiken Avenue Lowell, MA 01850 508-452-4851
95-02SH	Action King Ent., Inc. 26 Livingston St. Lowell, MA 01850 508-452-7750
95-03SH	ABC Cesspool 292 High Street, Acton, MA 01720 508-263-5802
95-04SH	Colonial Septic 2 Eastern Road Acton, MA 01720 508-486-4589
95-05SH	Raggs Septic Service d/b/a E.A. Comeau P.O. Box 1027 Concord, MA 01742 508-369-1100
95-06SH	Lakeside Sewerage 780 Bigelow Street Marlboro, MA 01752 508-485-1063
95-07SH	Acton-Concord Septic P.O. Box 1142 Concord, MA 01742 508-897-6414
95-08SH	Mid-State Sewerage 42 Burbank Street Millbury, MA 01527 508-865-6989
95-09SH	Sears & Schofield 80 Union Avenue Sudbury, MA 01776 508-443-8985

Town of Acton
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95-10SH	Dufours Pumping 210 Whitcomb Avenue Littleton, MA 01460 508-486-3322
95-11SH	Middlesex Sewer Svs. 3 Gauthier Lane Westford, MA 01886 508-264-0440
95-12SH	Beland Septic 2 Cherry Street Hudson, MA 01749 508-562-1643
95-13SH	Casaceli Trucking 5 Coolidge Street Hudson, MA 01749 508-562-6477
95-14SH	Sewer Man PO Box 290 N. Billerica, MA 01862 508-667-1144
95-15SH	F.J. Ratta 19 Westford Road Acton, MA 01720 508-263-4010
95-16SH	BEST Sanitation 453 Brokelman Road Lancaster, MA
95-17SH	G.A. Nichols P.O. Box 758 Acton, MA 01720 508-263-0996

Town of Acton
Wastewater Management Plan

UPPERBLACKSTONEWATERPOLLUTIONABATEMENTDISTRICT

Route 20, Millbury, Massachusetts 01527

Telephone: (508) 755-1286

Chairman: Charles S. Woodbury

Vice-Chairman: G. Henry Utter

Secretary: F. Worth Landers

Engineer-Director-Treasurer: A. Arthur Levesque

January 30, 1991

Mr. Doug Halley
Health Director
Office of The Board of Health
Town Hall
472 Main Street
Acton, Massachusetts 01720

Dear Mr. Halley:

I have enclosed two (2) copies of the Septage Renewal Agreement between the District and the Town of Acton.

You have requested a five (5) year term. Due to our NPDES Permit being up for renewal and the uncertainty of what the new permit will entail, our Board of Directors, upon the recommendation of the Engineer-Director-Treasurer, has allowed a three (3) year renewal.

Also, the current Department of Environmental Protection Certification Letter expires in 1992. Please obtain a certification to cover the full term of this renewal agreement and have a copy forwarded to the District.

Upon obtaining signatures from the Board of Health of the Town of Acton, please return both copies to me. At that time, our Board will act upon this agreement and upon signature, I will forward one (1) duly executed copy to you for your files.

Should you have any further questions, please contact my office.

Thank you.

Very truly yours,
UPPER BLACKSTONE WATER POLLUTION
ABATEMENT DISTRICT

Karen A. Grubber
Administrative Assistant

/kag
enclosure

Town of Acton
Wastewater Management Plan

AGREEMENT to become effective on this _____ day
of _____ 198 , between the UPPER BLACKSTONE WATER POLLUTION ABATEMENT
DISTRICT, a Massachusetts corporation, established under Chapter 752 of the Acts of 1968, as most
recently amended by the General Court of the Commonwealth of Massachusetts, by and through its Board
(herinafter called the "District"), and the Town of ACTON _____ by and through the ACTON
Board of Health (hereinafter called the "Town");

WHEREAS the District, under the provisions of Chapter 222 of the Acts of 1972, as most
recently amended, and of Chapter 99 of the Acts of 1977 of the General Court of the Commonwealth of
Massachusetts, is authorized to enter into agreements to accept, collect, treat and dispose of sewage, with
political subdivisions of the Commonwealth; and

WHEREAS the Town of ACTON _____ has requested the District to assist the Town in
the disposal of septage from domestic sanitary sewage (hereinafter referred to as "septage"), as that term
is defined in the State Environmental Code - Title V of the Department of Environmental Protection
(D.E.P.); and

WHEREAS the District has constructed the necessary facilities at its new regional
wastewater treatment plant to handle septage; and

WHEREAS the Department of Environmental Protection has approved the plan for the
Town to dispose of said septage; and

WHEREAS the District, under the provisions of the aforesaid Chapter 752, as amended, is
authorized to consider and undertake solutions to regional sewage problems;

Town of Acton
Wastewater Management Plan

NOW, THEREFORE, in consideration of the promises between the District and the Town, and in further consideration of certain payments by the Town to the District, as hereinafter set forth, it is agreed as follows:

A. The Town shall submit to the District a Plan or adopt Exhibit A, whereby its septage shall be contained and delivered to the District's plant in specially equipped motor vehicles that shall comply with the requirements of the Boards of Health of the Town and of the City of Worcester, as provided in the Plan of Procedure (a copy of which is attached and marked Exhibit A); The Town shall also annually submit a list of septage haulers licensed by the Town (Exhibit D);

B. The Town shall comply with the Regulations of the District pertaining to the pumping, transportation and dumping of the Town's septage;

C. The Town shall authorize the proper officials of the District to inspect in a reasonable manner the equipment, motor vehicles and operations thereof used in the transporting, storing, pumping, dumping, delivering and disposing of the Town's septage in -the District's plant;

D. The Town shall pay to the District monthly the charges which shall be computed in accordance with a formula attached hereto, incorporated herein and marked Exhibit B; the District shall submit bills to the Town monthly and the Town shall pay within 29 days of receipt of said bills;

E. The District agrees:

1. to allow the Town to dispose of its septage in the District plant;
2. to accept, treat and dispose of all of the Town's septage delivered by the licensed truckers to the District plant;

Town of Acton
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F. The Town and the District agree that this Agreement shall terminate upon the happening of any one of the following events,.

1. A change in the political status of either the District or the Town;
2. If the Town or District fails to comply with any of the provisions of this Agreement;
3. If the Town and the District agree in writing to terminate;

G. The Town shall neither be a member of the District nor acquire any rights of membership in the District by virtue of this Agreement;

H. The Town and the District agree that this Agreement shall be renegotiated after three (3) years from the date of this Agreement, but during said period of renegotiations the terms of this Agreement shall remain operative, binding and effective; the renegotiation shall commence six (6) months prior to the expiration of said three (3) years; the District at that time shall submit to the Town a proposed new agreement, and the District and the Town agree to negotiate quickly and in good faith until said new agreement is executed. If no agreement is reached within six months of the expiration date, the contract is automatically terminated.

I. The Town and the District agree that the formula as discussed above and as contained in Exhibit B may be recalculated annually, dependent upon the strength of the District's sewage and the average strength of septage, and costs will be based upon the District's budgeted cost for the fiscal year during which the service is provided including O & M replacement cost and depreciation.

J. In order to allow for budgetary planning by the Town, the District will submit its anticipated costs for the next fiscal year as early as possible after the close of the current year, (i.e. recalculated Exhibit B).

K. It is understood by all parties to this Agreement that the District reserves the right to temporarily, indefinitely, or permanently impose a reduction or discontinuation of the acceptance of the material covered by this Agreement if deemed necessary by the District Board. The causes of such actions may include but not be limited to the following:

1. Either process or equipment problems at the District Plant;
2. Odor complaints;
3. Directives by the Department of Environmental Engineering;
4. Changes in the District's NPDES discharge permit or other US EPA and MA DEP regulations.

Town of Acton
Wastewater Management Plan

APPROVED as to Legal form
and execution:

Legal Counsel, UBWPAD

UPPER BLACKSTONE WATER
POLLUTION ABATEMENT DISTRICT

BY: _____
Chairman

BY: _____
Vice Chairman

BY: _____
Secretary

DATE: _____

TOWN OF: ACTON

BY: _____
Title

BY: _____
Title

BY: _____
Title

BY: _____
Title

Sewer Commissioners/or
Board of Health

Town of Acton
Wastewater Management Plan

EXHIBIT A

PLAN OF PROCEDURE

1. A separate numbered septage permit must be obtained from the Board of Health by the trucker before he opens and empties a cesspool or septic tank. Five (5) copies of such permit to be issued as follows:

1. Board of Health;
2. Trucker;
3. Sewer Department;
4. District plant;
5. Miscellaneous.

Trucker will not be allowed to dump until presenting the permit slips, (i.e. ACTON Sewer Department copy and District copy) to the District.

2. The contents of each truck shall be transported in a manner that will not create a nuisance or health hazard.

3. Mobile tanks shall be securely mounted on trucks. They shall be watertight, and provided with a leak-proof cover and tight discharge valves.

4. Mobile tanks shall be provided with a vent constructed in a manner that will permit the escape of gas, but not the liquid contents.

5. Suction or pressure hose shall be in good repair.

6. Pumps shall be maintained in a condition that will prevent the leakage of septage.

7. Only domestic sanitary septage may be dumped; no industrial waste is to be allowed.

8. Each trucker must have a proper septage license, issued by the Board of Health on January 1 of each year, to empty septage.

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EXHIBIT C

The Department of Public Health of the City of Worcester has revised its regulations relative to the transportation of offensive substances to prohibit all vehicles carrying offensive substances from traveling northbound or southbound on Greenwood Street and Massasoit Road.

M.G.L. Chapter III provides the statutory authority to local Boards of Health, and Section 31, as most recently amended, has increased the fine for a violation from \$200.00 to \$500.00.

The provisions of Section 31 of Chapter III of M.G.L. as most recently amended reads as follows:

"Boards of health may make reasonable health regulations. All regulations made by boards of health under this chapter shall be published once in a newspaper published in the town, and such publication shall be notice to all persons. Whoever, himself or by his servant or agent or as the servant or agent of any other person or any firm or corporation, violates any reasonable health regulation, made under authority of this section, for which no penalty by way of fine or imprisonment, or both, is provided by law, shall be punished by a fine of not more than five hundred dollars".

Section 31 A reads in part as follows:

"Notwithstanding the foregoing provisions, any person may, without such a permit, transport garbage, offal or other offensive substances through the streets of a city or town in which said substances were not collected; provided, that he registers with the board of health of such city or town; and, provided further, that he transports said substances in accordance with such reasonable rules and regulations as may be established by such board of health. Motor vehicles owned by the commonwealth or any of its political subdivisions and motor vehicles engaged under contract with the commonwealth in the transportation of garbage or refuse shall be exempt from the provisions of this section: provided, however, that a city or town may recommend to the department of public works, in writing, an alternative route of travel for such motor vehicles whereby the noise or nuisance incident to such travel shall be minimized or abated and said department shall consider such alterations or changes in the travel routes of such motor vehicles as will result in the minimization of such noise or nuisance".

ATTACHMENT “C”

Town of Acton
Wastewater Management Plan

SUBJECT: Information and Contact Management Program
for On-site Wastewater Disposal

BACKGROUND

The Town of Acton presently uses on-site disposal of domestic sanitary waste for most private dwellings. Although evaluation of the installation of a system of sewers and treatment facilities continues, full realization is unlikely for many years. Therefore a program of active, continuing monitoring of individual systems is a necessity, to assure the maintenance of ground water quality.

COMPUTER USAGE

For a number of reasons the core of such a monitoring program should be computer based. To be confident that the status of all seven thousand (more or less) individual systems is up to date a sequence of letters, inspections and status updates should be initiated. A record of each activity should be easily accessible. Certain conditions at any one system may require immediate attention even though that system is not scheduled for action. Periodic reports for the use of the staff and presentation to Town and State authorities must be generated. Summary reports for quick on-screen access should be available, so that telephone or personal visit questions can be answered. Updating of data should be easy, with input screens which are efficient and friendly to the user. Access should be limited by a series of passwords to allow various levels of interaction, for example some users might only view the data while others might initiate letters and still others might actually edit the contents of the databases. A "fool resistant" system of data back-up should be in use constantly

COMPUTER RESOURCES

The Town Assessor's office presently keeps records on a DEC mini-computer. I understand that a network link to access the data from individual PC's in the Health Department is either in place or can be established easily. Such an access would facilitate the keeping of basic data such as addresses and lot locations.

The Health Department's PC's are connected by a network, which also includes a high-speed laser printer.

The databases would reside on one "server" PC while the program would reside on the individual PC's. File and record locking would prevent conflicting changes.

For a medium sized database system like this, speed is essential. The hardware and operating systems should be as quick as possible, particularly for the server.

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SOFTWARE RESOURCES

Most of the functions of *ACTNOW!* will be programmed through a commercial data base management program such as dbase or Alpha5. Under normal use the underlying program will be invisible to the user and all screens and menus would be custom designed.

THE PROPOSED PROGRAM SYSTEM.

As delivered, *ACTNOW!* will include the following capabilities:

- I. A scheduling agent, which can be set up to precipitate any schedulable events.
 2. A reviewing agent, to scan the history of events and assign priorities for action based on aging of previous actions.
 3. A document writing agent to enable users to write single documents or prepare templates for multiple documents. Once prepared, a template can be easily accessed manually or as a part of the scheduling and reviewing agents.
 4. An importing agent to permit direct input of data from other departments.
 5. A quick access agent to provide rapid on-screen display of data.
 6. An editing agent to manually change or add data.
 7. A help agent to assist the user during input and reporting.
 8. A reporting agent to
 - a. Print template-based letters.
 - b. Print reports for internal or municipal/state distribution.
 - c. Print system statistics and status.
 9. A backup agent to automatically or manually back up the data.
 10. A security agent to permit or deny various levels of access based on passwords. (Usually only users at a higher level of access may change passwords for a given level and below.)

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INCLUDED SERVICES

As detailed later, under AGREEMENT, ACTNOW! will include the compiled computer program system, user manuals and technical data sheets, installation and regularly scheduled visits to instruct the users and review the system. The program as delivered will be as bug-free as I can make it, and if bugs emerge during usage I will remove them and upgrade the installation. I will remain on-call and retain responsibility for bugs for a period of two years following acceptance of this proposal.

DISCLAIMER

The program *ACTNOW!* and all accessories and amenities will be delivered as bug-free and accurate as possible. Because *ACTNOW!* is specialty designed for your use the final testing will be in actual use at your office. Neither I nor the manufacturers of the hardware and software which are included with *ACTNOW!* can guarantee or indemnify the accuracy of the data or the proper operation of all parts of the program, beyond the services specifically mentioned herein.

USER ACTIVITIES

The Health Department ("TOWN") will perform all activities which have to do with practical use of the program, such as composing letters, inputting data and setting up schedules. It will be the TOWN'S responsibility to designate personnel to operate the program. I suggest the following operator descriptions:

Executive in Charge (EIC): Has access to all functions and is responsible for all personnel assignments. Approves proposed schedules, letters and data. Needs not to be expert in the use of the program but relies on the Lead Operator for advice.

Lead Operator: Has access to all functions. Is responsible for teaching the program and answering questions. Is authorized to call for technical support. Acts as substitute for EIC in assigning personnel tasks. Maintains the physical system and is responsible for maintaining backups of the program and data.

Operator(s): Has access to functions as determined by EIC. Inputs data and letter formats, produces letters and reports. Assists Lead Operator and refers technical questions to her/him.

Reader: Can view data at the console and print specific records, for service to the public.

During the preparation and debugging periods the Town will assist by inputting specimen data and letter forms, and by reviewing formatting and user environment.

AGREEMENT

A. This Agreement

1. Is between The Town of Acton, Massachusetts, Health Department ("TOWN") and The Civil Engineers, Inc., 790 Elm Street, Manchester, NH ("TCE").
2. Robert Shiffman, Principal officer of TCE, shall be primarily responsible for all aspects of the work.

B. Description of work:

1. TCE shall design a computer-based system for the use of the TOWN which shall be an information and contact management system to facilitate the management of residential on-site septic waste disposal systems.
2. The computer system shall be identified herein as "*ACTNOW!*" or "The Program."
3. *ACTNOW!* shall consist of software and documentation but shall not include hardware or replaceable supplies.
4. TCE's services shall be as described herein and in the letter of proposal of which this Agreement is a part.
5. TCE shall also purchase and provide to the TOWN certain commercial software and licenses as component parts of the Program.
6. TCE shall also prepare an operator's manual which shall include complete instructions for the use of the Program.
7. TCE shall also work continuously with representatives of the TOWN during preparation of the Program to assure that it is suitable for the TOWN's use. A maximum of six personal visits to the TO" during Program development is included.
8. TCE shall also assist in installing the Program on the TOWN's computers.
9. TCE shall also instruct the operators in the use of the program. Two days of instruction are included.
10. TCE shall also make adjustments to the Program after installation to correct errors in operation ("bugs") but shall not change the Program's interface or operation after it is installed. TCE shall accept responsibility for bugs which appear within a two-year period following the initial installation.

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11. TCE shall also make periodic visits to the TOWN, either scheduled or as requested, to answer questions or assist in troubleshooting. There may be a maximum of two visits in a month or a maximum of twelve visits for a period of two years following the initial installation.

C. Responsibilities of the TOWN

1. The TOWN shall provide and set up all hardware required for use of the Program, including computers, networking, backup devices, interface with other computer systems, and all peripheral devices.
2. The TOWN shall also provide and install all software which is needed but tangential to the Program, including the Windows 95 operating system and any networking or other system software.
3. The TOWN shall also cooperate with TCE in development of the Program by promptly reviewing submittals and questions.
4. The TOWN shall also provide sample data and forms on disk for use during development.

D. Payment

1. Invoices will be rendered monthly based on the pro-rata portion of the work accomplished to date plus any extra costs. Payment will be due immediately.
2. A retainer in the amount of twenty percent of the total lump sum price will be due upon execution of this Agreement and shall be a part of the Authorization to Proceed. This retainer will be retired as a percentage of each monthly invoice, so that no retainer remains after the final invoice.

E. Extra Costs

1. Included in the lump sum price herein are all foreseeable expenses and costs such as personnel time, travel and meals, correspondence and overhead.
2. Not included and identified as Extra Costs are:
 - a. Overnight accommodations if they become necessary.

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- b. Software purchased for inclusion in *A CTNOW!* A budget of three thousand dollars is suggested. TCE must have cash in advance for software or the TO" may purchase it directly. The software must be available for use promptly after authorization to proceed is given.
- c. Travel expenses to sites other than Acton, if requested by the *TOWN*.
- d. Site visits beyond those specified herein.

F. Schedule

1. The work shall be done within the following schedule:
 - a. Begin the work: Upon execution of this Agreement and payment of the retainer.
 - b. Deliver and install the Program: Five months after the work begins.
 - c. Deliver the program manual and train the operators: One week after installation.
 - d. Continue to support and debug as herein described. Two years after installation.

G. Authorization to Proceed.

1. Execution of this agreement and payment of the specified retainer shall constitute Authorization to Proceed.

H. Liability

1. TCE shall not be liable for programming errors, data or commercial software included with the Program, except as specifically mentioned herein.
2. TCE shall not be liable for damages consequent to the use of the Program.
3. TCE shall not provide analyses or testimony about the data or the Program.

I. Grant of License

1. TCE hereby grants to the TOWN and the TOWN hereby accepts a permanent non-exclusive license to use the Program, subject to the terms and conditions of this agreement. Use of the Program by the TOWN shall be limited to employees of the TOWN processing data relating to septic systems physically located within the *TOWN*.

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2. Any news releases or publicity including the Program shall include the logo "ACTNOW!" and acknowledgment of The Civil Engineers, Inc. as its author.
- J. Price
1. The total lump sum price for all the work herein described exclusive of Extra Cost items will be Thirty-Nine Thousand Dollars (\$39,000).
 2. The amount of the retainer shall be Seven Thousand Eight Hundred Dollars (\$7,800).
 3. The suggested budget amount for commercial programs is \$3,000.

Execution of this Agreement

1. For the Town of Acton, Massachusetts Health Department:

2. _____(Date) _____
Douglas Halley, Health Director

For The Civil Engineers, Inc.

_____(Date) _____
Robert Shiffman, Principal

ATTACHMENT “D”

Town of Acton
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A. To get into program:

1. STMS (double click)
2. Acton, Massachusetts (double click)
3. Make sure "Parcels" is checked and highlighted (on left border)
4. Standard Queries (click)
5. Find address with search (click)
6. Type in address
7. Click Thumbtack (Select Property for Data Entry)
8. Click area that is yellow
9. "Create a new summary " yes

Health Department Summary Sheet screen will appear (*Sample Pg. 1*)

B. To enter data

1. Click Update (bottom of screen)
2. Click Septic Construction Repair
3. Click Add Construction (or Repair)
4. If number appears: Click to left of number (will highlight blue)
5. Click View

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C. Entering data

- Use TAB button to move from field
- Do not use delete (backspace instead)
- Only enter information that is there
- Update saves data
- OK saves and closes down screen

LOCATION (*Sample Page 2*)

1. Enter No (Year, permit # NR(new) or RR(repair) ex. 63-64NR
2. Fee (usually on permit or application)
3. Lot no. (Usually on application or permit)
4. Street: Type in address (make sure address matches)

TYPE OF BUILDING

Lot size, no. Of bedrooms, type of building (Residential or Commercial)

OWNER (Click)

1. Name and address on application

INSTALLER (Click)

1. On Certificate of Compliance

DISPOSAL SYSTEM (Click) (*Sample Page 4*)

Most often entries will be in Liquid Capacity (Septic Tank) and Leaching (Disposal Trench) Information is on application form permit, or microfiche

For repairs - fill in Nature of Repairs if information is available

PERCOLATION TEST RESULTS (Click) (*Sample Page 5*)
Information for this is often found on proposed plan (microfiche)

AGREEMENT (*Sample Page 6*)

For "Applicant" use signature on application permit

Click OK when done (goes back to Health Department Summary Sheet)

HEALTH DEPARTMENT SUMMARY SHEET (*Sample Page 1*)

Septic System: Check appropriate system

Public Water or Private Water (Check well list on Sharon's desk - if on list = private water)

File Completeness: Check what is in folder or on microfiche and check what is available

Leaching Area: Often found on back of application (older forms) or on microfiche.

Tank Size: Often found on back of application (older forms) or on microfiche.

Date constructed: Use date on Certificate of Compliance or As Built

Most Recent Repair: Use date on Certificate of Compliance (of repair) or As Built

Pumping Interval: Always "2" (residential) (Commercial = 1)

FORMS:

Pumpout (Click) Add (Click): (*Sample Page 7*)

Type information from pump slips

Pump Hauler Name, System Owner, Type (septic),

Pumpout date, Gallons pumped

Type OK and Add (to add more slips)

*once you type in this field, information cannot be deleted

Title V Inspection (*Sample Page 8*)

If in system, Click View. If not in system, Click Add

Type in information from Title V Inspection Report.

*Date signed will be before date of inspection - hopefully this will be corrected. (For files already in the system)

Aquifer Protection Area

(Paper may be stapled with Building Permit)

Type in information from Aquifer Application, License (if available)

To end: Update

OK