



**NOTICE OF A PUBLIC MEETING POSTED IN ACCORDANCE WITH
THE PROVISIONS OF MGL 30A §18 – 25**

**BOARD/COMMITTEE/COMMISSION: Board of Selectmen
Joint Meeting with Dunstable Water Commission, Groton
Selectboard, and Groton Water Commission.**

DATE SUBMITTED TO TOWN CLERK: Aug 23, 2023

MEETING DATE: Monday, August 28, 2023 TIME: 5:00 PM

LOCATION: Town Hall, 511 Main Street, Dunstable, MA

Topics the Chair Reasonably Anticipates will or could be Discussed:

Note: All topic placement & times are estimated and may vary *tremendously* from projections

SCHEDULED AGENDA

5:00	1.	<i>Call to Order</i>
5:01	2.	<i>Public Forum</i>
5:05	3.	<i>Joint Meeting with the Groton Select Board & Water Commissions – PFAS at GDRHS*</i>
6:35	4.	<i>Town IT Management Services*</i>
6:45	5.	<i>Treasurer/Collector Position*</i>
7:00	6.	<i>Adjourn</i>

*Votes likely to be taken

(Note: This listing of matters reflects those reasonably anticipated by the chair which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.)

This week's meeting will be streaming live on [The Groton Channel](#).



Pepperell PFAS

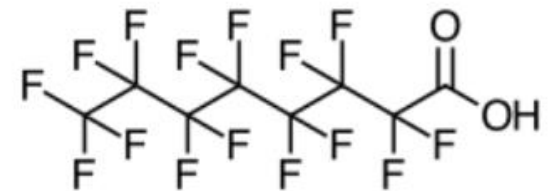
**Dunstable and Groton Select Boards
August 28, 2023**

Paul Brinkman, DPW Business Manager

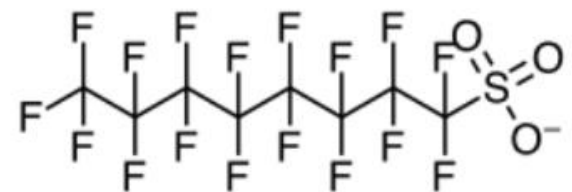
History



- Tested all three supplies in March 2021
 - Bemis \ll 20 ppt (MassDEP Limit)
 - Jersey $<$ 20 ppt
 - Nashua $>$ 20 ppt
- Nashua immediately taken off-line



Perfluorooctanoic acid (PFOA)



Perfluorooctane sulfonate (PFOS)

PFAS Task Force



- Convened to develop solutions to PFAS in the Pepperell water supplies
- Identified and screened 13+ options

PFAS Alternatives Analysis Summary

Item #	Item	Description	Scope of Work	Minimum Time to Start (assumes funding available)	Estimated Cost (order of magnitude)	
1	Nashua Road Well – As Is	Restart Nashua Road Well system. Water quality as-is (PFAS and elevated Fe/Mn). Provide periodic notices to all users as prescribed by MassDEP	Restart equipment, fill chemical tanks, remove lock	5 days	\$5K	Only back-Poor quart
2	Pennichuck Connection	Make connection to Pennichuck water system in Hollis. Requires River crossing.	Extend water main from S Depot/Runnells Bridge Road. 12-inch 1 mile. River crossing.	2 years permitting and design, 1 year for construction	\$3M + buy-in	Supp River housi to suj water
3	Dunstable Connection – via 213	Extend Pepperell water system to Dunstable water system. Add about 60 users along route in Dunstable. Upgrades to Dunstable system required as well.	2.2 miles of 12-inch pipe. Booster / chemical feed station. Upgrades to pipe in Dunstable. Upgrades to chemical feed systems at well site.	2-3 years permitting 1-year design, 1 year for construction	\$5M	Leng capa Mass soluti MEP,
4	Dunstable Connection – via GDRHS	Extend Pepperell water system to Dunstable water system. About 4.5 miles of pipe. Upgrades to Dunstable system required as well.	4.5 miles of 12-inch pipe. Booster / chemical feed station. Upgrades to pipe in Dunstable. Upgrades to chemical feed systems at well site.	2-3 years permitting 1-year design, 1 year for construction	\$8M	Leng capa Mass soluti MEP,
5	Nashua Road Treatment for Fe/Mn and PFAS (local)	Construct Water Treatment Plant in the vicinity of the Nashua Road Well site. Treat for Fe/Mn and PFAS.	Identify, procure land for facility (1-2acres), 1 mile +/- 12-inch pipe raw water main extension to land. Water treatment plant for Fe/Mn and PFAS	2 years permitting and design, 2-year construction	\$30M	Restr Solid cost.

The Plan



Location	Big Picture	Action
Nashua Rd Well Supply	Needs \$30M+ to comply with PFAS (and Fe & Mn)	Hold as Emergency only
Bemis St Wells Supply	Complies with Mass and EPA	Monitor and Protect
Jersey St Wells Supply	Complies with Mass limits exceeds EPA limits	Pilot Treatment Design Treatment Plant Construct Treatment Plant
New Supplies	Utilize existing sources of water	Extend water system to Dunstable
New Supplies	Find alternate supplies in Pepperell	Identify new supplies and conduct preliminary analysis

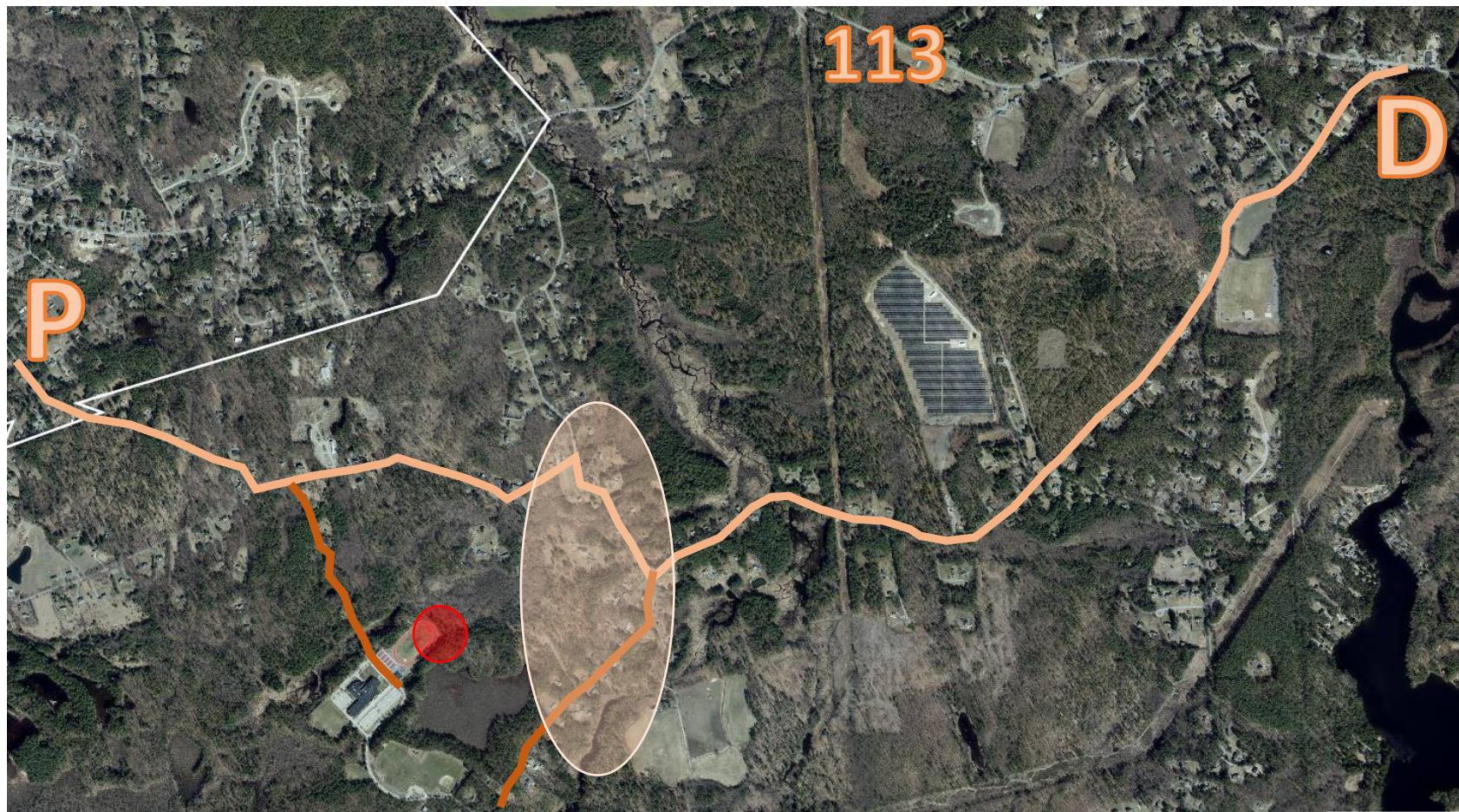
Fall 2022



- Groton Dunstable Regional High School finds elevated PFAS in local water supply.
- A result of fire fighting activities 20 years earlier.
- Down gradient private wells are impacted.



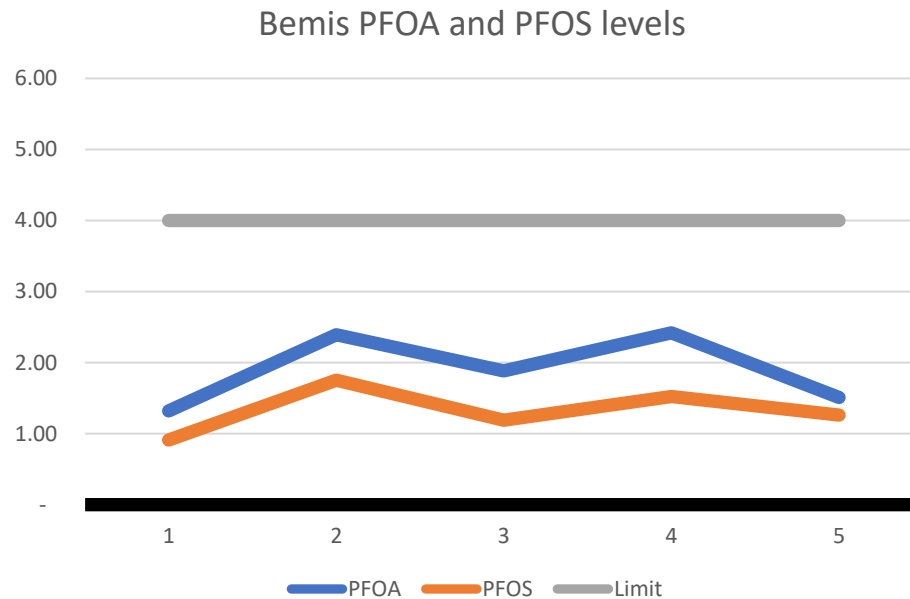
Water Main Extension



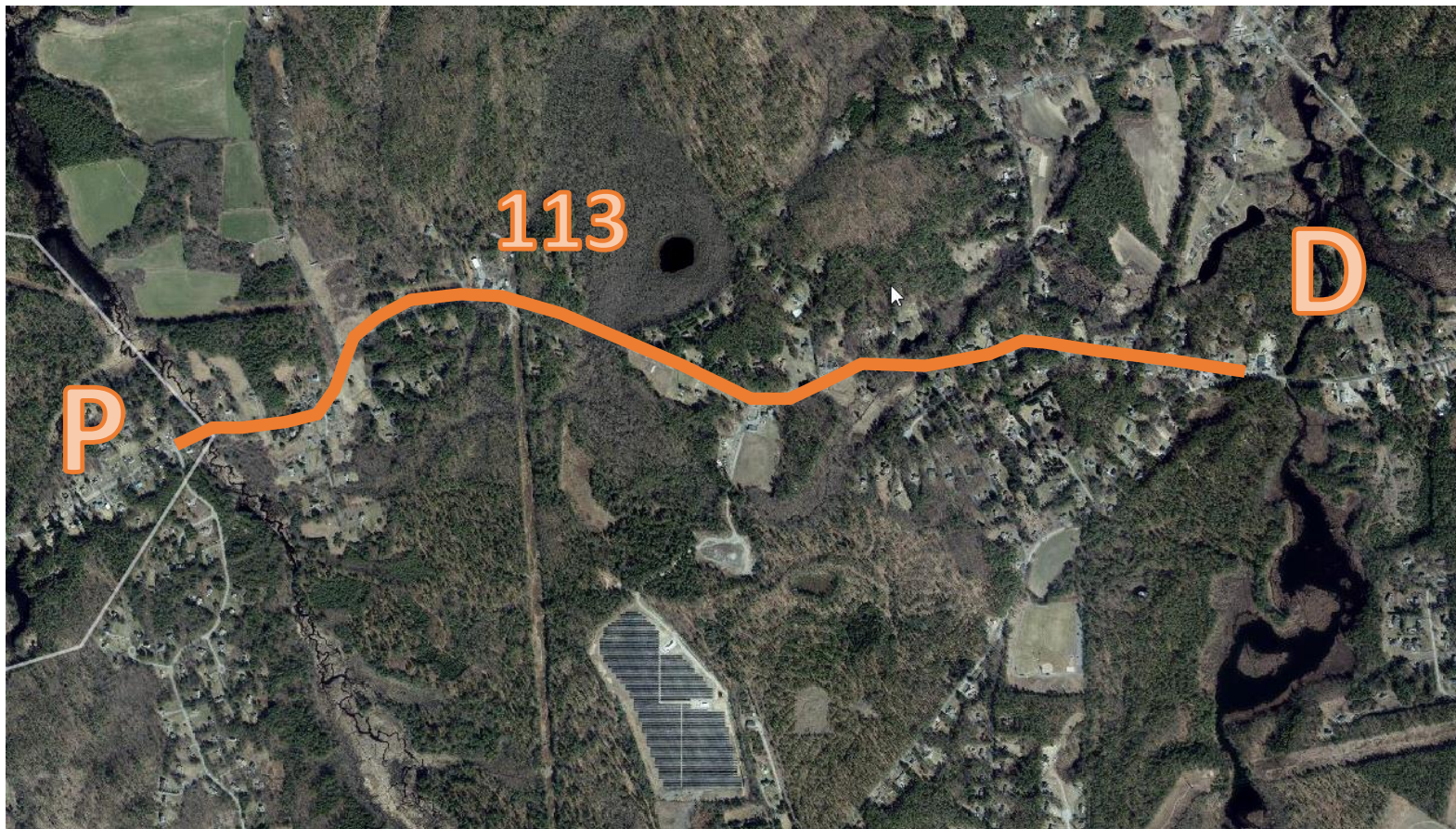
EPA Proposed Limit



Source	MassDEP	EPA Proposed
Nashua Road Well	Does not meet	Does not meet
Bemis Road Well	Meets	Meets
Jersey Street Well	Meets	Does not meet



Water Main Extension



Current Status



- Applied for Clean Water State Revolving Funding for Water Main Extension and Water Treatment Plant
- Piloting Treatment at Jersey Street wells
- Starting preliminary design in Fall 2023 for Jersey Street Water Treatment Plant
- Begin permitting Water Main Extension to Dunstable Fall/Winter 2023

History

Because of the high level of complexity and technical details, certain decisions were made early on

- For the Town of Groton to oversee the decision-making process vs. the GD School District
- To hire Environmental Partners as consultants
- That building a treatment plant at the High School was not a feasible option based on annual maintenance cost and the fact that DEP wanted the School District out of the water business.
- That the towns' paid administrative and water staff would work out details and bring recommendations to the Select Boards.

An early option to bring water from Dunstable to the High School was ruled out by the Groton Select Board and Town Manager when it was learned that PFAS was found in the Dunstable water.

From that point on, two options were explored

- Bringing water from the Bemis and Jersey St wells in Pepperell to the High School
- Bringing water from the Groton Water Dept's Whitney Well to the High School

There is a significant price difference between the two options

- The Pepperell option is estimated to cost \$8.4 million (Groton's Share would be \$6,468,000 and Dunstable's would be \$1,932,000)
- The Groton option is estimated to cost \$12.8 million (Groton's Share would be \$9,856,000 and Dunstable's would be \$2,944,000)

Groton's Town Manager recommended that the Pepperell option be chosen. However, on July 31st, the Groton Select Board rejected the Pepperell option on a 3 to 2 vote, and instead chose the Groton option, citing improved fire protection, the ability to serve homes near the High School if PFAS contamination spreads there, and a preference for retaining local control.

The Dunstable Select Board voted in favor of the Pepperell option. (The Groton Town Manager and all members of the Groton SB did not know about this vote when they voted on July 31st.)

Recognizing that Groton would receive some side benefits from using the Groton option, while Dunstable would be forced to pay more without receiving those side benefits, the Groton SB voted unanimously, on Aug. 14, to direct the \$1 million contribution from the Groton Water Dept (which had been offered to help reduce the cost of the project) to Dunstable, in the form of annual payments to keep Dunstable's debt payments at the level they would have been if the Pepperell option had been chosen. This was done based on the fact that some of the new revenue that the Groton Water Department would obtain from this project would come directly from Dunstable Rate Payers.

The situation now

Whichever plan is chosen, both towns will need a Town Meeting vote and a debt-exclusion override to pay for the project. These votes need to take place this fall, in order to meet the MA DEP deadline.

The goal of tonight's meeting is to see if the two Select Boards can reach agreement on how to proceed.

If the two Boards cannot agree

- It is likely that we will not meet the Jan. 2024 deadline set by MA DEP to submit a plan
- Neither Board will have the services of their current Town Counsel Mirick O'Connell for legal advice about the PFAS problem, due to the conflict of interest
- The eventual PFAS solution will be delayed
- Temporary treatment (bottled water and trucked water for irrigation) will need to continue and be paid for longer at an annual cost of approximately \$155,000

Pros and Cons of each option (invite additions to this list at the meeting)

Pepperell Pros

- Estimated to be less expensive
- No Inter-basin Transfer permit required
- Shorter distance of new pipe, possibly less risk of unknown sub-surface problems
- Pepperell and Dunstable already work together on providing public drinking water

Pepperell Cons

- PFAS treatment plant still needs to be built; risk of unknown problems arising
- Possible need for additional treatment to reduce/eliminate iron
- Unknowns about sources of PFAS, possible risk of PFAS coming into currently PFAS-free Bemis Well
- Three Towns will be involved in decision-making during construction and for any problems over the next 30 years
- Revenue for water used at High School and by Dunstable residents with contaminated wells goes to a third town, rather than one of the two members of the GDRSD
- Pepperell water rates have historically been higher than Groton's, so GDRHS and Dunstable homeowners will probably pay more for water from Pepperell than for water from Groton

Groton Pros

- Only two towns are involved in decision-making, if problems arise in the future
- Revenue for the water used at High School and by Dunstable residents with contaminated wells goes to one of the members of the GDRSD and is shared with the other member of GDRSD
- Increased/improved fire protection capacity for the High School and the Dunstable residents with contaminated wells, as well as homes along Chicopee Row

- More residents living near the High School will have access to clean water if PFAS is found in their wells
- Treatment for manganese in Groton water is already in place and the new plant can be upgraded to treat for PFAS. There is an Article on the Fall Town Meeting Warrant to begin designing for this upgrade.
- Groton water is currently showing extremely low levels of PFAS and may not need PFAS treatment
- Groton water rates have historically been lower than Pepperell's, so the high school and Dunstable residents near the High School will probably pay less for water from Groton than from Pepperell

Groton Cons

- Initial cost is more expensive for taxpayers
- Longer distance of pipe to be laid; possibly increased risk of unknown sub-surface problems
- Inter-basin transfer permit is required

Long Term Aspects

- Federal standards for PFAS anticipated to mandate a very low, i.e. very safe, level of PFAS in all drinking water sources.
 - This may lead to a need for both towns to improve and/or expand their public water infrastructure to provide public water to more homes. If this happens, the extra cost of the Groton solution could end up being worthwhile for Groton.
- If both towns agree to proceed with the Groton Option, terms could be written into the agreement to allow Dunstable to continue to receive some revenue from the Groton Water Dept after the 30-year bond is paid off.

In Retrospect

More communication between the two Select Boards throughout the process might have helped to avoid the current situation of each SB having voted in isolation, seemingly without considering the other town's preferences.

Since that did not happen, it will be important for all of us to listen, and try to understand the perspective of the members of the 'other' Select Board, during our discussion together.

Parameters/Discussion Points of the Meeting

As a starting point, can we all agree that

- The time to completion for both options is very similar.
- The health issues for the high school and the nearby residents with contaminated wells will be successfully resolved with either option.

If there is agreement, then time to completion, and public health issues are not factors that can help determine the best choice.

Other points

- a. Total Cost of both options to the communities
- b. Future Treatment of PFAS in Pepperell and Groton – Timeline for completion
- c. Legal Representation to Negotiate an IMA, either between Groton and Dunstable, or Pepperell, Groton and Dunstable
- d. Impact of not reaching an agreement – Timeline for Groton Dunstable Regional School District to takeover and manage the project.

SLA Agreement



Client: Town of Dunstable

Service Address: 511 Main Street, 28 Pleasant St, and 23 Pleasant St, Dunstable MA 01827

Term of Agreement: 36 Months commencing on the August 1, 2023 (“Start Date”) and ending on the August 31, 2026.

Scope of Included Services: See Exhibits A, B, C, and D

Monthly Base Rate: \$2,069.60. See Exhibits A and D for a detailed breakdown. Rates will change at the beginning of the month following the addition of any components within Exhibit A or other addendums. For projects outside of the Agreement (see Exhibit B), the hourly rate will be \$150.00/hour. See Exhibit D for weekend rates.

1. Engagement: Client hereby engages UmbraL Technologies, LLC (“Consultant”) for the initial term set forth above, to provide services in support of Client’s computer, electronic, and information technology systems (“IT Services”) located at the Service Address identified above. Upon expiration of the initial term, and upon expiration of each successive term, this Agreement will be terminated.

2. Scope of Included Services: Consultant will perform IT Services included within the Scope of the Included Services, as required, during the term of this Agreement. IT Services will be performed remotely. Client agrees not to make unreasonable requests for IT Services. This Agreement is intended to cover the maintenance of computer operating systems and software only. It is not intended to cover any hardware, materials, equipment, consumables, hardware failures, troubleshooting or replacements, or any labor related to Projects other than the proper maintenance of operating systems and software. Consultant offers other services including hardware-related labor. Any labor provided outside the scope of this Agreement will be at the rates stated in the Agreement. Only the services that are paid will be covered by the remaining sections in this Agreement. See Exhibits A, B, C, and D.

3. Monitoring Software: In order to provide the services specified in Exhibits B and C, Consultant must install remote monitoring and management software on Client’s servers, desktop computers, laptops, and/or possibly other equipment at Client’s office. Client grants permission to Consultant to install remote monitoring and management software, or any other remote monitoring and managing software deemed necessary by Consultant.

4. Pricing Additional Services: The Monthly Base Rate of **\$2,069.60** set forth below covers the cost of IT Services coming within the Scope of Included Services in addition to addendums, if any, to this document. Charges for additional services such as “Project Type” work, requested or required by Client will be determined by Agreement of the parties or, in the absence of Agreement, will be charged at Consultant’s standard rates of \$150.00 per hour in effect at the time service is provided or adjustments to standard rates if defined in Exhibit D. The Base Rate does not include the cost of any hardware, software, equipment or supplies, or any out-of-pocket expenses incurred by Consultant unless specifically identified as included in the Exhibits or in an addendum. In addition to the monthly fees set forth above and outlined in Exhibits A and D, Client agrees to pay an initial setup fee for monitoring services (“Setup Services”) in the amount of Waived. Client shall pay the Setup Services fee (if any) upon execution of this agreement, the pro-rated Managed Service fee for the remainder of the current month, and the full Managed Service fee for the next upcoming month. Managed

Service fees are due on the first day of each calendar month thereafter. If more than 30 miles from the Consultant Office, Client also agrees to a travel fee of **\$75** to compensate for time lost in transit for on-site service calls outside the Scope of the Agreement. In addition to the afterhours hourly rate (See Exhibit D) for an afterhours service call, the travel fee will also be implemented for afterhours travel.

5. Payment, Suspension, or Termination of Services: The Monthly Base Rate is invoiced on the 1st of the current month due within thirty (30) days of the invoice date. Payment shall be considered delinquent if unpaid after thirty (30) days of the invoice date. Client shall pay invoices for any additional amounts due to Consultant within thirty (30) days after receipt. If this is a continuation contract, billing will continue as normal. Consultant shall have the right to suspend the performance of IT Services, or to terminate this Agreement, if Client fails to make payment within the time permitted for doing so under this Agreement. Client shall have the right to, at their discretion, terminate this Agreement in the event that Consultant fails to meet the Required Performance Standard established by the Service Guarantee described in Exhibit C provided; however, that Client shall not terminate this Agreement pursuant to this provision without first giving Consultant written notice of deficiencies in performance and a reasonable opportunity (not less than 30 days) to meet and maintain the Required Performance standard. This contract may be terminated for any reason by either party with sixty (60) days written notice to the other party. Upon termination of this Agreement, Consultant shall uninstall all remote monitoring and management software from all Client equipment. Client acknowledges that this may leave its computers and other equipment without adequate systems for updates to operating systems, software, and virus scanning programs. Consultant shall not be held responsible for any damages or consequences resulting from the removal of remote monitoring and management software.

6. Price Adjustments: Consultant shall have the right to propose an adjustment to the Monthly Base Rate, as provided on Exhibit D, in the event of equipment purchases, substantial changes to the demand for IT Services initiated by Client, material increases in costs to Consultant, or if Client's demand for IT Services during any 12-month period during the term of this Agreement should exceed the Adjustment Threshold. When an adjustment occurs, an addendum detailing the change will be signed by both parties and attached to this contract.

7. Tangible Property Rights: Authorization to use any software or hardware provided by Consultant to the Client provides a personal, non-exclusive, limited, non-transferable, and temporary license. All rights are reserved. The Client may not re-publish, transmit, distribute, sell, lease, sublet, or make any unauthorized use of Consultant property. Modification of such materials or the use of such materials for any purpose not authorized by Consultant is prohibited. Client agrees to act in good faith and maintain in good physical and working order any hardware, software, or other tangible items belonging to Consultant that are installed, lent to, leased to, or for any other reason in possession by Client or Client personnel. In the event of damage, theft, modification, defacing, loss of, or any other acts considered beyond what would be considered "normal wear" the Client will be responsible for reimbursing Consultant for repair and/or replacement of such material in an amount determined by Consultant to be "fair market value" and will be due immediately at any time requested by Consultant.

8. Ownership of Work Product: Any (a) work for authorship fixed in any tangible medium that is the subject matter of a copyright or potential application for registration therefore (including, but not limited to, object code and source code), (b) unpatented inventions, including, but not limited to, physical parts or components, processes, techniques, programs or methods, (c) non-trademarked or non-service-marked distinctive symbols, pictures, or words, (d) hardware or software provided by Consultant for use by Client, (e) trade secrets, or (f)

any other copyrightable, patentable, and/or trademarkable intellectual property rights whatsoever associated with any ideas, symbols, marks, phrases, writings, drawings, inventions, machines, designs, concepts, techniques, methods, know-how, processes, or works of authorship developed or created by: (i) Consultant and/or Consultant Personal and/or (ii) through collaborative efforts of Consultant (including Consultant Personnel) and Client and/or any director, officer, shareholder, member, manager, employee, agent, independent contractor, or representative of Client (“Client Personnel”) during the term of this Agreement (collectively, the “Work Product”) shall belong to Consultant provided that Client shall retain a perpetual, non-exclusive, royalty-free license to use the Work Product in its day to day business operations so long as Client does not disclose, sell, or assign, in any capacity, its rights in said Work Product, to a third party (including Consultant Personnel and Client Personnel) without the express, written consent of Consultant, which consent may be withheld. Upon request of Consultant, Client shall, if necessary, take such actions and shall cause Client Personnel to take such actions, including execution and delivery of any and all instruments of conveyance, necessary to grant title in and to the Work Product to and in the name of Consultant.

9. Non-Diversion: Client agrees that during the term of this Agreement and for a period of three years following the termination of this Agreement, Client will not recruit or hire any employee, agent, representative, or subcontractor of the Consultant (“Consultant Personnel”), nor will Client directly or indirectly contact or communicate with Consultant Personnel for the purpose of soliciting or inducing such Consultant Personnel (a) to accept employment with, or perform work for any person, firm, or entity other than Consultant; or (b) to provide services to Client or any other person, firm, or entity except as an employee or representative of the Consultant. Client agrees that, in the event of a breach or threatened breach of this provision, in addition to any remedies at law, Consultant, without posting any bond, shall be entitled to obtain equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction, or any other equitable remedy which may then be available.

10. Disclaimer of Warranties: To the fullest extent permitted by law, Consultant disclaims all warranties, express, implied, or statutory, including, but not limited to, implied warranties of title, non-infringement, merchantability, and fitness for a particular purpose. Consultant does not warrant that use of software, hardware, services, or any other products furnished by Consultant will be uninterrupted, error-free, or secure, that defects will be corrected, or that products or other server(s) to which access is provided are free of viruses or other harmful components.

11. Software Updates: Maintaining the systems in accordance to the Agreement as outlined in Exhibits A and B shall include applying all appropriate software and operating system updates in a reasonable amount of time. Consultant shall determine when software updates are appropriate and what constitutes a reasonable amount of time. The Consultant agrees to ensure that Virus Definition and Security Patch Updates are being performed, provided the Client has Anti-virus software.

12. Limitation of Liability: In no event shall Consultant be liable to the Client or any other party for any special, exemplary, incidental, consequential, or direct damages, including but not limited to lost profits, whether arising out of contract, tort, strict liability, or otherwise beyond Consultant’s reasonable control. In no way is Consultant responsible for any damages to the Client or any other party including but not limited to lost profits due to data loss, the unavailability of or malfunctioning of any equipment, software, or service, whether provided by Consultant or any party representing Consultant or otherwise. Consultant shall not be liable to Client for any failure or delay caused by events beyond Consultant’s reasonable control, including, without limitation, Client’s failure to furnish necessary information, sabotage, failures, theft or delays in transportation

or communication, failures or substitutions of equipment, labor disputes, accidents, shortages of labor, fuel, raw materials, equipment, technical failures, accessibility to work site, acts of God, or any other reason. The Client acknowledges that if the Client requests updates that the Consultant considers inappropriate, or wishes to have updates applied before the Consultant deems them safe, the Consultant is not responsible for the consequences of such actions and may be charged at the regular hourly rate or at the weekend/ afterhours rate, as the case may be, for all labor related to the consequences of such actions. Furthermore, if the Client, its employees, or its vendors performs or allows anyone other than the Consultant to perform any maintenance on any of these machines, the Consultant is not responsible for the consequences of such actions and the Client may be charged a regular hourly rate or a weekend/ afterhours rate, as the case may be, for all labor related to the consequences of such actions.

13. Client Responsibilities: The Client agrees that the Client is responsible for the following items: (a) hardware purchases and warranty, (b) network equipment, (c) maintaining/replacing current equipment, (c) software licenses and updates, (d) providing physical and logical access to systems for Umbral Technologies staff, (e) identifying a technical point of contact and backup, authorized to incur charges, and (f) the physical infrastructure including power, uninterruptable power supplies, cabling, security, parking for technician for on-site visits, and HVAC.

14. Actions: No action, regardless of form (including in contract, tort, or otherwise), arising in connection with the performance of this Agreement may be brought by either party more than one (1) year after the date of the occurrence on which the action is based.

15. Good Faith: The parties hereto expressly assume an obligation to act in good faith toward one another in the performance of their obligations under this Agreement.

16. Access: Client agrees to maintain, where required, a full-time, dedicated Internet connection and to allow the Consultant to access the Client's network via that Internet connection. Client agrees to allow the Consultant employees or subcontractors access to its facilities in order to perform Services under this Agreement. Client agrees to allow the Consultant access to the covered equipment. Facility access may be denied to any reason at any time; however, if access to facilities is denied, the Client understand the Consultant may be unable to perform their duties adequately and if such a situation should exist, the Consultant will be held harmless. In the case of the Client residing in a facility with access controlled by a third party, the Client is responsible for obtaining proper and adequate permissions for the Consultant to enter and operate on the premises designated as the Client's work area. Client agrees to allow the Consultant to load any necessary management software on their systems. Client agrees to furnish the Consultant with Administrator-level password access for all covered equipment and servers, where necessary. The Consultant agrees not to prevent Client from accessing any equipment owned by the Client or Consultant.

17. Limitations of Technology: The Client acknowledges that technologies are not universally compatible, and that there may be particular services or devices that the Consultant may be unable to monitor, manage, or patch. The Consultant agrees to inform the Client when such a situation arises. The Client agrees to correct the situation, if applicable, and to hold the Consultant harmless in any case. Patches and antivirus definitions are distributed by their respective software vendors, and as such, the Consultant has no direct control over the effectiveness or lack thereof of the software being applied. The Consultant shall not be held responsible for interruptions in service due to patches released by software vendors.

18. Authority: Client signatory represents and warrants that it has full corporate power and authority to execute this Agreement to bind their company. Only individuals with title of Chief Executive, Chief Financial Officer, Owner, or any person designated by any of these individuals shall have power and authority to bind Client.

19. Miscellaneous: This instrument, with attached Exhibits, contains the entire Agreement of the parties and supersedes any previous Agreement on the same subject matter between them. No amendments or variations of the terms and conditions of this Agreement shall be valid unless the same are in writing and signed by all parties hereto. Consultant is an independent contractor, and nothing herein shall be construed as inconsistent with the relationship status. If any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had not been contained herein. The headings contained herein are for convenience of reference only and are not to be used in interpreting this Agreement. This Agreement shall be construed and enforced pursuant to the laws of the State of New Hampshire. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one document.

20. Non-Disclosure: The Consultant and its employees shall keep confidential all Client data and information obtained as a result of the Agreement and shall not disclose to any third party or use it other than for performance of the IT Services.

Exhibit A

IT Infrastructure

Device Type	Workstations	Servers	Firewalls	Total
Device Cost	\$44.99	\$129.99	\$49.99	
Client Counts	34	3	3	40
Total	\$1,529.66	\$ 389.97	\$ 149.97	\$2,069.60

Location
Town of Dunstable 511 Main Street, 28 Pleasant St, and 23 Pleasant St, Dunstable MA 01827

Total
\$2,069.60

Annual Total \$24,835.20

Client's Complete Cost for the Engagement:

1. Annual Cost: **\$24,835.20, \$2,069.60** per month. **First and last month** payment due upon signing of the contract.
2. Hourly Cost for Business Hours beyond the scope of the contract: \$150.00/hour
 - a. Business Hours for Cyber Security related issues: \$275.00/hour
3. Phone/Email Support and Remote Support: Unlimited (See Exhibit D for working hours)
4. All start-up costs for the agreement: Included
5. Network monitoring software: Included
 - a. Monitoring Agent – monitor, manage, patch software for devices
6. OS and Software update/patch management: Included
7. SentinelOne EDR Software for all desktops, laptops, and servers: Included
8. 500GB of Cloud Backup Storage per site (3 total): Included
9. Currently 5 servers but two need to be decommissioned: Included
10. All pricing, services and other provisions of this contract are not to be disclosed to any competitor, person, group or organization that may have potential of being a current or future client of Umbral Technologies.

* A contract renewal review shall be completed between the Client and Umbral Technologies at the end of each contract expiration to re-evaluate the company infrastructure and IT Service's needs.

All payments are to be sent to the following address:

Umbral Technologies, LLC
P.O. Box 336
Merrimack, NH 03054

Exhibit B What We Cover

General	Costs
Warranty Status	Included
Hardware & Software Details	Included
Unauthorized Software	Included
Network Mapping	Included
Network Coverage	
Firewall & Wireless Access Device Management	Included
Network Connections	Included
New Employee Setup to Existing Workstation(s)	Included
Smart Phone Setup	Included
Network Performance Monitoring	Included
Printer Management & Monitoring (SNMP Enabled Printers Only)	Included
Help Desk Support (Remote)	
Office Hours Remote Support	Included
Emergency After Hours Remote Support	Billed Hourly
Office Hours On-Site Support	Billed Hourly
After Hours On-Site Support	Billed Hourly

What is Included for Workstation(s)

Workstation Services	Costs
Security <ul style="list-style-type: none"> • Antivirus Software Definitions • Expired Passwords Reset • Windows Patch Management • Support Software Updates (Adobe Reader, Microsoft Office, etc.) • Hacker Check • Vulnerability Check 	Included
Performance <ul style="list-style-type: none"> • Hard Drive File Fragmentation • Low Memory Detection • High CPU Usage Detection • Startup/Background Processes • Unauthorized Software Removal 	Included
Proactive Reliability <ul style="list-style-type: none"> • Physical Disk Health Check • Hard Drive Free Space • Windows File Corruption • Bad Process Detection 	Included

Exhibit B

What is Included for Server(s)

Server Services	Costs
Security <ul style="list-style-type: none"> • Antivirus Software Definitions • Expired Passwords Reset • Windows Patch Management • Support Software Updates • Hardware Tampering Detection 	Included
Performance <ul style="list-style-type: none"> • Hard Drive File Fragmentation • Low Memory Detection • High CPU Usage Detection • Startup/Background Processes • Unauthorized Software Removal 	Included
Proactive Reliability <ul style="list-style-type: none"> • Physical Disk Health Check • Hard Drive Free Space • Windows File Corruption • Bad Process Detection • SQL Database Availability • Exchange Database Availability 	Included
Administration <ul style="list-style-type: none"> • Exchange Updates • User Updates (Removal/Addition) • Active Directory 	Included

What is Included for Other IT Service(s)

Network Services	Costs
Network Security (Firewall Maintenance and Resolution) Wireless Setup Interface with ISP to Resolve Connectivity Issues	Included
Email Support	
Work with Provider to Resolve Issues and Test Solutions User Maintenance (Add/Remove/Restrict) Interface with Hosting, Certificate, and DNS Providers to Resolve Issues	Included

Exhibit B

What is Not Included

Client agrees that the following is not included as covered in this Agreement. This page is for reference only.

“Project/Integration Work” Defined as any service designated to add or increase functionality or capacity; in other words, any work that is not designed to support existing systems or persons. Projects are outside the Scope of this Agreement and as such will be quoted and invoiced separately. Project/Integration Work will be identified to the Client as such before any work is performed. Projects include, but are not limited to, the following items: (1) new/added device setup and configuration, (2) server upgrades and configurations, (3) new software installations, (4) Off-hours response, (5) training, and/or (6) on-site services beyond negotiated hours.

“Office Moves” Defined as moving of equipment from one office location to another. This could be within the same cities or outside of geographical area. These types of moves are outside the Scope of this Agreement and as such will be quoted and invoiced separately. Office moves will be discussed and reviewed with the Client before any work is performed.

“Hardware Replacement Cost” Defined as the cost associated with hardware replacement falls outside this Agreement. Hardware replacement can take the form of warranty, extended warranty, manufacturer’s support contract, on-site spares, or purchases as needed. Hardware replacement options will be discussed as part of the Audit deliverables to be sure an appropriate hardware strategy exists for all critical equipment.

“Complex Software Management” This Agreement does not cover software that requires complex management unless specifically outlined in the Agreement. This includes, but is not limited to, EMR, SQL, Exchange and other email servers, POS, and Share Point systems. Nor does the Agreement cover Line of Business Applications such as, but not limited to, CRM software, ERP software, QuickBooks, specialty software, etc. Such software falls outside the normal purview of this Agreement. Reasonable attempts will be made to correct connectivity issues to such applications; however, problems specific to the application configuration or network problems caused by the application are excluded.

Exhibit C

Service Levels

Consultant will provide all customary, scheduled, and routine Services required under this Agreement in a reasonably prompt and timely manner. In addition, Consultant shall meet or exceed the following requirement in responding to specific requests for IT Service:

Trouble	Priority	Response Time	Resolution Time	Escalation Threshold
Critical (System wide outages causing major impact to critical business operations.)	1	Within 1 hour	2-4 hours	2 hours
High (Several users are experiencing noticeable problems which impact operations)	2	Within 1 hour	4-6 hours	4 hours
Normal (Client is experiencing noticeable problems which impact operations.)	3	Within 2 business hours	8 hours	8 hours
Low (Client requires information, installation, configuration or deferred maintenance)	4	Within 2 business hours	48 hours	8 hours

Value Added Items*	
99.99% Up-Time (See Definition Below)	Included
Guarantee Against Duplicated Billing	Included
99.99% Up-Time on Internal Email Systems	Included
Guarantee that Remote Access Systems Always Work	Included
Guarantee Satisfaction	Included
Guarantee against Firewall Intrusion	Included

Disclaimer

* **“Value Added Items”** The Consultant does not guarantee that these things will not happen. The Consultant does guarantee that if these things do happen, you’ll never have to pay to remediate the issue when the cause is due to a failure on the Consultant’s part to prevent the problem. Ongoing maintenance will provide continued uptime and continuity of workflow. While it is not possible to completely eliminate IT issues, maintenance will reduce their frequency and impact. In addition, maintenance provides the Client with the peace of mind that no matter what happens, there is professional help at hand.

Exhibit D

Pricing Agreement

Support Agreement/Billing Information			
Contract Date:	August 22, 2023	Bill to:	Jason Silva
Customer:	Town of Dunstable	Billing email:	jsilva@dunstable-ma.gov
Primary Contact:	Jason Silva	Phone:	(978) 649-4514
Effective Date:	August 1, 2023	Payment Terms:	Net 30
Renewal Date:	August 31, 2026	Billing Cycle:	Sent: 1 st of the Month Due: Net 30 Days
Contract Length:	36 Months	Monthly Billing Amount:	\$2,069.60
Account Mgr:	Nicholas Roy	New Contract/Add on:	New
Contract Type:	SLA		

Devices Covered in This Agreement	Qty
Desktop Computers(s)	See Exhibit A
Laptop Computer (s)	See Exhibit A
Server(s)	See Exhibit A
Firewall(s)	See Exhibit A
Client's Primary Office Network	Dunstable Town Offices

Support Covered	Costs
Remote PC Management/Help Desk (8am-5pm M-F)	See Exhibit A
Remote Network Management (8am-5pm M-F)	See Exhibit A
Remote Server Management (8am-5pm M-F)	See Exhibit A
24x7x365 Network Monitoring	See Exhibit A
Vendor Management (8am-5pm M-F)	See Exhibit A
Off-Site Secure Backups	See Exhibit A
On-Site Support (8am-5pm M-F)	\$150.00/hour unless outlined and agreed upon in section two and Exhibit A of the SLA Agreement.
Emergency Support	After hours, including Saturdays are billed at time and a half plus travel expense (if applicable). Sundays are billed at double time plus travel expense (if applicable).

Statement of Authority

IN WITNESS, WHEREOF, the parties hereto have executed this Agreement as of the date referenced in the Term of Agreement and Exhibit D.

Umbral Technologies, LLC
604 Daniel Webster Hwy, Suite 207
Merrimack, NH 03054

Signature
Name: _____
Title: _____
Date: _____

Signature
Name: _____
Title: _____
Date: _____

This document is not valid until approved by an Umbral Technologies, LLC executive below.

Authorized By: (Must be an Umbral Technologies, LLC Executive not Sales personnel)

Signature
Name: _____
Title: _____
Date: _____