

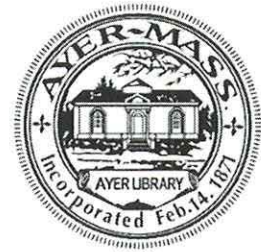
RECEIVED

FEB 02 2024

TOWN OF AYER
TOWN CLERK

8:45am


Town of Ayer
Select Board
1 Main Street
Ayer, MA 01432



Tuesday February 6, 2024
Open Session Meeting Agenda

This meeting/hearing of the Ayer Select Board will be held in-person at the location provided on this notice. Members of the public are welcome to attend this in-person meeting. Please note that while an option for remote attendance and/or participation via Zoom is being provided as a courtesy to the public, the meeting/hearing will not be suspended or terminated if technological problems interrupt the virtual broadcast, unless otherwise required by law. Members of the public with particular interest in a specific item on this agenda should make plans for in-person vs. virtual attendance accordingly. This meeting will be live on Zoom and Channel 8. The public may access the proceedings by joining Zoom (Meeting ID# 897 9080 0793) or by calling (929-205-6099). For additional information about remote participation, please contact Carly Antonellis, Assistant Town Manager at atm@ayer.ma.us or 978-772-8220 ext. 100 prior to the meeting.

- 6:00 PM** **Call to Order**
Pledge of Allegiance; Review and Approve Agenda; Announcements
- Public Input**
- 6:05 PM*** **Joint Meeting with Ayer Finance Committee - Presentation of Ayer Shirley Regional School District FY '25 Budget**
Dr. Adam Renda and Ayer Shirley Regional School Committee
- 6:30 PM** **Affordable Housing/Zoning Bylaw Working Group Update**
Janet Providakes
- 6:40 PM** **Dan Van Schalkwyk, Director, Department of Public Works**
 - 1. Execution of Contract for Spec. Pond Water Treatment Plant Filter Media Project
 - 2. Curley Circle Street Acceptance
- 6:45 PM** **Proposal for Acquisition of 71 Sandy Pond Road**
- 6:55 PM** **Town Manager's Report**
 - 1. Administrative Update/Review of Warrants
 - 2. FY 2025 Budget Process Update
 - 3. March 2024 Meeting Schedule
 - 4. KENO Monitor Request – The Vineyard, 63 Park Street, Ayer
 - 5. 2024 Seasonal Population Estimate – Alcoholic Beverages Control Commission
 - 6. Update on Status of Nashoba Valley Medical Center
- 7:05 PM** **New Business/Select Board Member Questions**
- 7:10 PM** **Approval of Meeting Minutes**
January 16, 2024
- 7:15 PM** **Adjournment**

**Agenda Times are approximate and do not constitute exact times*

The next regularly scheduled meeting of the Ayer Select Board will be Tuesday February 20, 2024 at 6:00 PM, both in-person and via Zoom.

AYER SHIRLEY REGIONAL SCHOOL DISTRICT

FY 2025 PRELIMINARY BUDGET
AYER SELECT BOARD
TUESDAY FEBRUARY 6, 2024



Dr. Adam Renda, Superintendent
William Plunkett, Director of Finance

Our District Vision

To create a dynamic, engaged learning community that provides equitable access and opportunity for all members, and empowers students to achieve at high levels by fostering intellectual rigor, creative expression, social-emotional well-being, and the agency to pursue meaningful paths and thrive as responsible citizens.



Ms. Erica Spann, Chairperson Mr. Christopher Rupprecht, Vice-Chairperson Mr. Kevin Bresnahan, Secretary	Mrs. Joyce Reischutz Mr. James Quinty Mrs. Ashley Pinard
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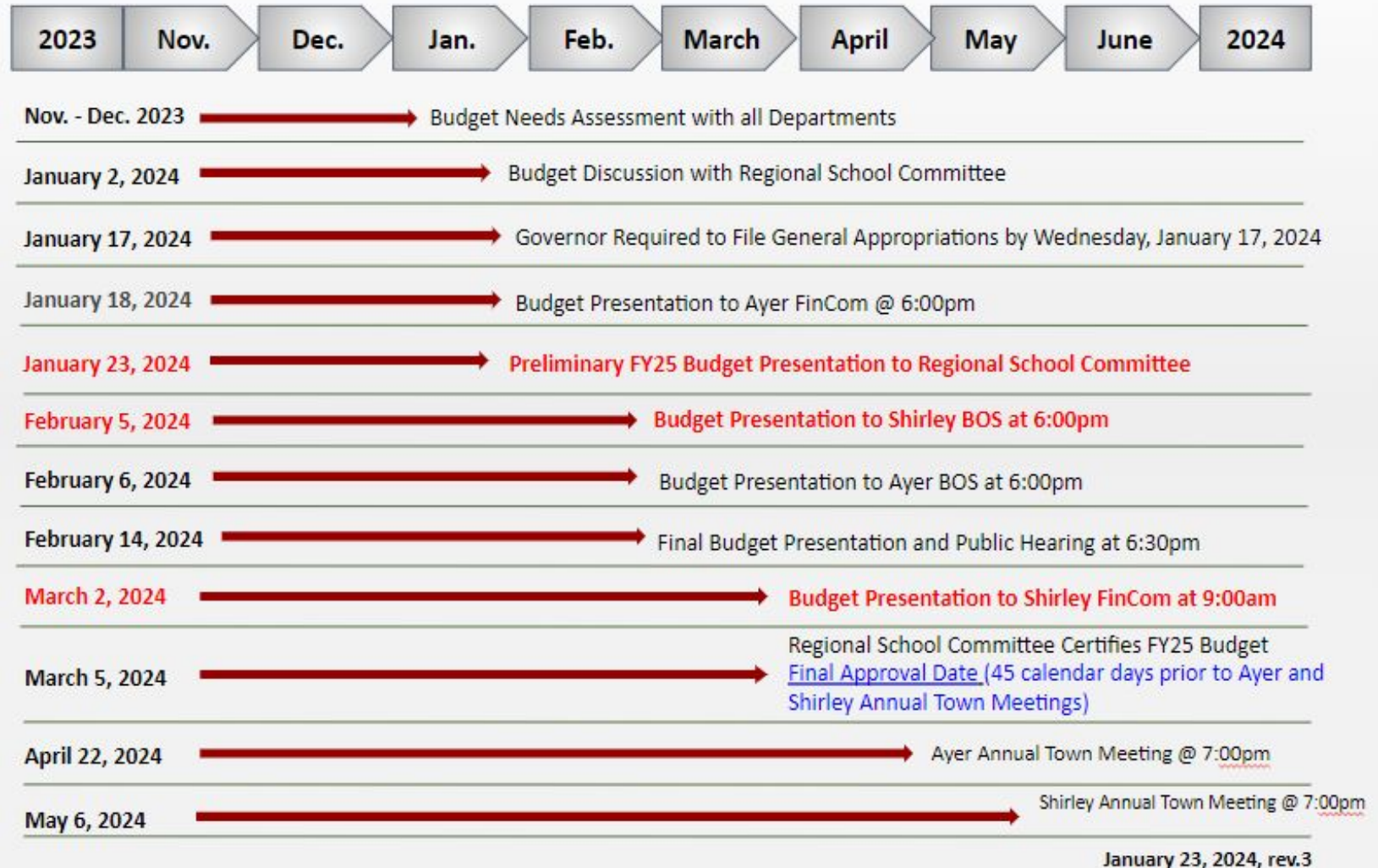
Superintendent of Schools: Dr. Adam Renda

Agenda

- FY25 Budget Presentation
- Assessments
- Questions



FY25 Budget Timeline



District Student Enrollment

FY19-FY24 (October 1 Report)

	FY19	FY20	FY21	FY22	FY23	FY24	Change FY23-FY24	Projected FY25	
District Enrollment	1712	1682	1603	1622	1636	1687	+51	1684	
Total ASRSD Student Population (includes OOD)	1745 (33)	1716 (34)	1638 (35)	1655 (33)	1669 (33)	1717 (30)	+14	1715 (30*)	See below
Ayer Shirley Regional High School	389	374	357	368	394	412	+16	441	Includes all current 8th graders
Ayer Shirley Regional Middle School	416	407	410	390	367	379	+12	404	Includes all current 5th graders
Lura A White	377	343	331	324	343	356	+13	366	Projected K numbers
Page Hilltop	530	558	505	540	532	540	+8	549	Projected Prek & K numbers



District Student Enrollment

FY19-FY24 (October 1 Report)

Choice Out

Choice Out	FY19	FY20	FY21	FY22	FY23	FY24	Change FY23-FY24	Change FY19-FY24
District	126	112	99	110	121	96	-25	-30
Ayer	63	54	49	61	69	64	-5	+1
Shirley	63	58	50	49	52	32	-20*	-31

*Major Changes to Shirley Choice: -6 Goodrich Academy, -7 Harvard

Choice In

Choice In	FY19	FY20	FY21	FY22	FY23	FY24	Change FY23-FY24	Change FY19-FY24
District	128	130	118	105	97	96	-1	-32



District Student Enrollment

FY19-FY24 (October 1 Report)

Charter

	FY19	FY20	FY21	FY22	FY23	FY24	Change FY23-FY24	Change FY19-FY24
Ayer	37	37	36	34	33	30	-3	-7
Shirley	29	30	26	25	31	24	-7	-5
District	66	67	62	59	64	54	-10	-12

Nashoba Tech

	FY19	FY20	FY21	FY22	FY23	FY24	Change FY23-FY24	Change FY19-FY24
Ayer	49	54	57	61	70	61	-9	+12
Shirley	50	51	54	49	41	51	+10	+1
District	99	105	111	110	111	112	+1	+13



Enrollment English Learners

*As of October 1, 2023

English Language Enrollment						
	FY19	FY20	FY21	FY22	FY23	FY24
State	10.5%	10.8%	10.5%	11.0%	12.1%	13.1%
District	64 3.7%	57 3.4%	58 3.6%	57 3.6%	71 4.3%	79 4.7%
High School	8 2.1%	7 1.9%	8 2.2%	9 2.4%	8 2.0%	11 2.7%
Middle School	14 3.4%	8 2.0%	9 2.2%	6 1.5%	9 2.5%	12 3.2%
Lura A White	8 2.1%	7 2.0%	8 2.4%	3 .93%	18 5.2%	17 4.8%
Page Hilltop	34 6.4%	35 6.3%	33 6.5%	39 7.2%	36 6.8%	39 7.2%




Enrollment Special Education

Student Enrollment	FY19	FY20	FY21	FY22	FY23	FY24 (Oct 1)
District Special Education Students	301	325	317	306	290	324
Out of District (OOD) Special Education Students	33	34	35	33	33	30
Total Special Education Student Population	334	357	352	339	323	354
District Enrollment	1745	1716	1638	1655	1669	1687
Total Enrollment (District+OOD)	1778	1750	1673	1688	1702	1717
Total Special Education Average	19.1%	20.8%	21.5%	20.5%	19.3%	20.5%
State Average	18.1%	18.4%	18.7%	18.9%	19.4%	20.2%
Percent of Special Education Students Out of District (Total Special Ed students/OOD Students)	9.9%	9.5%	9.9%	9.7%	10.2%	8.5%
Special Education Students In Out of District Placements from Total Enrollment	1.9%	1.9%	2.1%	2.0%	1.9%	1.7%



Special Education Out of District Costs

	FY20	FY21	FY22	FY23	FY 24	FY25 Projected
Cost Range Placements Per Year	\$33,900- \$288,806	\$34,917- \$297,470	\$36,663- \$312,344	\$38,496- \$327,961	\$41,191- \$350,918	\$43,663- \$371,973
Total Cost 	\$2,791,862 8.7% of total budget	\$2,850,692 8.8% of total budget	\$2,935,533 8.9% of total budget	\$3,001,412 8.9% of total budget	\$3,201,530 9.0% of total budget	\$3,356,641 9.1% of total budget

FY25 Budget Drivers & Projections

Gen. Fund Revenue	FY24	FY25	Change		
Chapter 70	8,501,531	8,603,831	102,300	1.2%	FY 25 Governor's (\$30/student)
Transportation Reim.	500,000	485,282	(14,718)	-2.9%	FY 23 actual
Medicaid	175,000	106,000	(69,000)	-39.4%	FY 23 actual
Charter Reim.	90,000	150,000	60,000	66.7%	Projected FY 24
Transfers from E&D	300,000	0		0.0%	TBD
Total General Fund Revenue	9,566,531	9,345,113	78,582	0.8%	
Budget Drivers	FY24	FY25	GF Impact		Detail
Health Ins. Employees	3,940,795	4,200,000	259,205	6.6%	
Regular Transportation	927,000	1,027,000	100,000	10.8%	FY 24 contract rate x 3%
SPED Transportation	960,000	1,000,000	40,000	4.2%	FY 23 actual \$1,034,438
Contract Salary Increases - All Staff	725,000	993,136	268,136	37.0%	Teachers 4% + 4 AFSCME Unit increases
Charter Tuition Out	970,000	950,000	(20,000)	-2.1%	FY 25 Governor's Budget
Out of District Collaborative Tuitions	875,726	935,726	60,000	6.9%	
ESSER3 positions	0	768,000	768,000	#DIV/0!	Grant expires Sept. 2024
Choice Out	710,000	670,000	(40,000)	-5.6%	FY 23 Preliminary
McKinney Vento Transportation	25,000	30,000	5,000	20.0%	EA Shelter Students
OPEB Valuation	0	7,426	7,426	#DIV/0!	Required every 2 years
Total of Selected General Fund Expenditures	9,133,521	10,573,862	1,447,767	15.9%	
Total Impact to General Fund Budget			1,369,185		
Rev. Fund Revenue	FY24	FY25	Change		
School Choice	781,508	550,000	(231,508)		FY25 Governor's
Circuit Breaker	975,109	975,109	0		FY23 reimbursement \$975,109
Revolving Fund Revenue Sub-total:	1,756,617	1,525,109	(231,508)		

FY25 Preliminary Cherry Sheet Estimates



MA Department of Revenue
 Division of Local Services
 Preliminary Regional School Cherry Sheet
 Estimates

FY2025 Preliminary Cherry Sheet Estimates		Data current as of 1/24/2024		
Ayer Shirley				
PROGRAM	FY2024 Cherry Sheet Estimate	FY2025 Governor's Local Aid Proposal	Change from FY24 to FY25	
Education Receipts :				
Chapter 70	\$8,552,891	\$8,603,831	\$50,940	
Charter Tuition Reimbursement	\$117,023	\$188,765	\$71,742	
Regional School Transportation	\$567,341	\$492,742	-\$74,599	
Offset Receipts :				
School Choice Receiving Tuition	\$541,709	\$547,386	\$5,677	
Total Estimated Receipts :	\$9,778,964.00	\$9,832,724	\$53,760	
Estimated Charges :				
Special Education	\$0	\$0	\$0	
School Choice Sending Tuition	\$749,979	\$590,030	-\$159,949	
Charter School Sending Tuition	\$981,649	\$950,262	-\$31,387	
Total Estimated Charges :	\$1,731,628	\$1,540,292	-\$191,336	
Total Receipts Less Charges :				
Net Receipts :	\$8,047,336	\$8,292,432	\$245,096	

ASRSD FY25 Chapter 70 Summary

Massachusetts Department of Elementary and Secondary Education FY25 Chapter 70 Summary



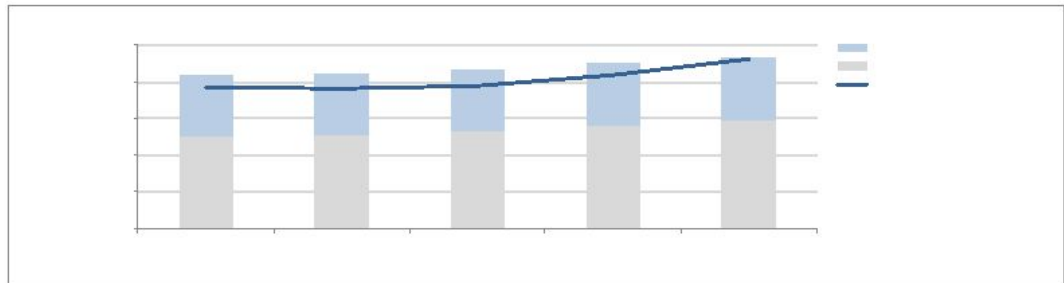
616 Ayer Shirley

Aid Calculation on FY25

Prior Year Aid	
1 Chapter 70 FY24	8,552,891
Foundation Aid	
2 Foundation budget FY25	23,835,134
3 Required district contribution on FY25	15,652,141
4 Foundation aid (2 - 3)	8,182,993
5 Increase over FY24 (4 - 1)	0
Minimum Aid	
6 Minimum \$30 per pupil increase	50,940
7 Minimum aid amount (if line 6 - line 5 > 0, then line 6 - line 5, otherwise 0)	50,940
Subtotal	
8 Sum of 1, 5, 7	8,603,831
Minimum Aid Adjustment	
9 Minimum aid adjustment	8,603,831
10 Aid adjustment increment (if line 9 - line 8 > 0, then line 9 - line 8, otherwise 0)	0
Non-Operating District Reduction to Foundation	
11 Reduction to foundation	0
Hold Harmless Aid	
12 Hold harmless aid	0
FY25 Chapter 70 Aid	
13 Sum of 1, 5, 7, 10, 12 minus 11	8,603,831

Comparison to FY24

	FY24	FY25	Change	Pct Chg
Enrollment	1,712	1,698	-14	-0.82%
Foundation budget	23,119,470	23,835,134	715,664	3.10%
Required district contribution	14,814,575	15,652,141	837,566	5.65%
Chapter 70 aid	8,552,891	8,603,831	50,940	0.60%
Required net school spending (NSS)	23,367,466	24,255,972	888,506	3.80%
Target aid share	30.98%	29.57%		
C70 % of foundation	36.99%	36.10%		
Required NSS % of foundation	101.07%	101.77%		



ASRSD Foundation Enrollment & RLC

Massachusetts Department of Elementary and Secondary Education Office of School Finance FY25 Chapter 70



Regional District Enrollment and Contributions by Member City or Town

The table below presents the minimum required local contribution for each member to the selected regional district.

Note: A city or town might belong to more than one regional district (e.g., a regional district and a vocational district) and therefore be required to contribute to multiple districts. See the *regional allocation* tab for a full list of minimum required contributions for each city or town.

Foundation enrollments are presented as whole numbers. The change column reflects differences prior to rounding.

2 616 Ayer Shirley

LEA	Member	Foundation Enrollment in Regional District			Required Minimum Contribution to Regional District		
		FY24	FY25	Change	FY24	FY25	Change
	Total	1,712	1,698	-14	14,814,575	15,652,141	837,566
	19 Ayer	971	972	1	9,087,237	9,735,557	648,320
	270 Shirley	741	726	-15	5,727,338	5,916,584	189,246

Ayer Apportionment of RLC

Massachusetts Department of Elementary and Secondary Education
Office of School Finance



FY25 Chapter 70 Apportionment of Local Contribution Across School Districts

19 Ayer	Ayer	Ayer Shirley	Nashoba Valley	Combined Total for All Districts
<u>Prior Year Data (for comparison purposes)</u>				
1 FY24 foundation enrollment		971	69	1,040
2 FY24 foundation budget		13,108,567	1,403,943	14,512,509
3 Each district's share of municipality's combined FY24 foundation		90.33%	9.67%	100.00%
4 FY24 required contribution		9,087,237	973,253	10,060,490
<u>FY25 apportionment of contribution among community's districts</u>				
5 FY25 total unapportioned required contribution ('municipal contribution' tab row 19 or 25)				10,662,107
6 FY25 foundation enrollment		972	63	1,035
7 FY25 foundation budget		13,642,019	1,298,335	14,940,353
8 Each district's share of municipality's total FY25 foundation		91.31%	8.69%	100.00%
9 FY25 Required Contribution		9,735,557	926,550	10,662,107
10 Change FY25 to FY24 (9 - 4)		648,320	-46,703	601,617

FY25 Preliminary Budget Totals

EXPENSES						
General Fund Net School Spending	Certified FY23 4/5/22	Certified FY24 3/7/23	Preliminary FY25 1/23/24	Change from FY24	%	Notes
Central Office	373,375	1,095,848	1,363,984	\$ 268,136.00	24.5%	contracted salary increases
District Instruct. & Services	988,181	984,181	1,076,252	\$ 92,071.00	9.4%	5 Student Services & \$23,000 EL salary
Business	383,998	376,788	384,214	\$ 7,426.00	2.0%	
Risk Management	4,954,289	5,208,751	5,512,956	\$ 304,205.35	5.8%	Health insurance
Technology	518,599	518,599	518,599	\$ -	0.0%	
Facilities	1,924,832	1,924,832	1,908,992	\$ (15,840.00)	-0.8%	
Special Education	3,622,785	3,622,785	3,682,785	\$ 60,000.00	1.7%	
Early Childhood	143,517	143,517	143,517	\$ -	0.0%	
Lura White	2,885,821	2,885,821	2,885,821	\$ -	0.0%	
Page Hilltop	3,284,168	3,284,168	3,284,168	\$ -	0.0%	
Middle School	2,887,042	2,800,319	2,900,319	\$ 100,000.00	3.6%	1.0 Guidance FTE back to Gen Fund
High School	4,026,334	3,760,575	3,830,161	\$ 69,586.00	1.9%	
Other Districts	1,580,000	1,680,000	2,388,000	\$ 708,000.00	42.1%	ESSER3 salaries
Transfer to Legal						
Transfer to Capital Stabilization Fund	200,000	300,000		\$ (300,000.00)	-100.0%	
Transfer to Debt Payment						
Transfer to SpEd Reserve Fund	40,000					
Total	27,812,941	28,586,184	29,879,768	\$ 1,293,584.35	4.5%	
Non-Net School Spending						
	Certified FY23 4/5/22	RSC Certified FY24 3/7/23	Preliminary FY25 1/23/24	Change from FY24	%	Notes
Transportation	1,847,856	1,912,000	2,057,000	\$ 145,000.00	7.6%	Transportation Assess. Formula
Capital - Debt (Excluded)	1,382,729	1,694,382	1,696,004	\$ 1,621.76	0.1%	Debt Assessment Formula
Capital - Interest (Not Excluded)	51,856					Capital Assessment Formula
Total	3,282,441	3,606,382	3,753,004	\$ 146,621.76	4.1%	
REVENUE						
General Fund Revenue	FY23 4/5/22	FY24 3/7/23	FY25 1/23/24	Change from FY24	%	Notes
Chapter 70	8,400,431	8,501,531	8,603,831	\$ 102,300.00	1.2%	FY25 Governor's #1 \$30/student
Charter Tuition Reimbursement	100,000	90,000	150,000	\$ 60,000.00	66.7%	FY25 Governor's #1 \$188,765
Regional Transportation Reimbursement	450,000	500,000	485,282	\$ (14,718.00)	-2.9%	FY23 actual
Medicaid	120,000	175,000	106,000	\$ (69,000.00)	-39.4%	FY23 actual
Regional Transportation Reimbursement Fund						
E&D Transfer to General Fund						
E&D - Transfer to Debt Payment						
E&D - Transfer to Capital Stabilization Fund	200,000	300,000		\$ (300,000.00)	-100.0%	
E&D - Transfer to SpEd Reserve Fund	40,000					
Total	9,310,431	9,566,531	9,345,113	\$ (221,418.00)	-2.3%	
Assessment						
	FY23 4/5/22	FY24 3/7/23	FY25 1/23/24	Change from FY24	%	Notes
Operating	20,402,222	20,931,652	22,591,655	\$ 1,660,003.10	7.9%	
Capital (Debt) Excluded	1,382,729	1,694,382	1,696,004	\$ 1,621.76	0.1%	
Total	21,784,951	22,626,034	24,287,659	\$ 1,661,624.86	7.3%	
Other Funds						
	FY23 4/5/22	FY24 3/7/23	FY25 1/23/24	Change from FY24	%	Notes
Revolving	1,796,247	2,041,476	2,041,476	\$ -	0.0%	(see detail page)
Grants	1,212,709	1,266,232	1,266,232	\$ -	0.0%	(see detail page)
Subtotal	3,008,956	3,307,708	3,307,708	\$ -	0.0%	
All Funds - Total	34,104,339	35,500,274	36,940,480	\$ 1,440,206.11	4.1%	

Proposed ASRSD FY25

Operating Assessments & Debt Payment

	Operating Assessment	Total	Ayer	Shirley	Formula Source and Shares
1	Required Local Contribution	15,652,141	9,735,557	5,916,584	FY25 Preliminary Ch.70 RLC
2	Net School Spending Above RLC	4,882,514	2,787,916	2,094,599	ASRSD - 57.1/42.9 % allocation
3	Transportation	2,057,000	1,174,547	882,453	ASRSD - 57.1/42.9 % allocation
4	Capital: Interest (Not Excluded)				N/A
5	Capital - All Other				ASRSD #5 Allocation Method
	Total	22,591,655	13,698,020	8,893,636	
	FY24	20,931,652	12,567,854	8,363,798	
	increase	1,660,003	1,130,166	529,838	
		7.9%	9.0%	6.3%	
	Excluded Debt				
4	Capital: Debt Service	1,696,004	992,710	703,294	Calculation on Capital Debt detail page 18
	Total	1,696,004	992,710	703,294	Includes Shirley Stab. & Ayer CPA pymts.
	Operating Assessment & Debt	24,287,659	14,690,730	9,596,929	
	FY24	22,626,035	13,555,068	9,070,967	
	increase	1,661,624	1,135,662	525,962	
		7.3%	8.4%	5.8%	
	Assessment Element	Basis & Calculation			
1	Required Local Contribution	FY24 from DESE - Based on town income & property value			
2	Net School Spending Above RLC	Foundation Enrollment Share - five year average			
3	Transportation	Foundation Enrollment Share - five year average			
4	Capital: Principal & Interest	50% Found. Enroll. Share and 50% Resid. Enroll. Share MS & HS (Roll. Avg.)			
5	Capital - All Other	Five Yr. Avg. of 50% Found Enroll. Share and 50% Comb. Effort Yield (DESE)			

Questions?



Ayer Shirley RSD FY25 Preliminary Budget
1-24-2024

EXPENSES						
General Fund	Certified	Certified	Preliminary			Notes
Net School Spending	FY23 4/5/22	FY24 3/7/23	FY25 1/23/24	Change from FY24	%	
Central Office	373,375	1,095,848	1,363,984	\$ 268,136.00	24.5%	contracted salary increases
District Instruct. & Services	988,181	984,181	1,076,252	\$ 92,071.00	9.4%	.5 Student Services & \$23,000 EL salary ad
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Risk Management	4,954,289	5,208,751	5,512,956	\$ 304,205.35	5.8%	Health insurance
Technology	518,599	518,599	518,599	\$ -	0.0%	
Facilities	1,924,832	1,924,832	1,908,992	\$ (15,840.00)	-0.8%	
Special Education	3,622,785	3,622,785	3,682,785	\$ 60,000.00	1.7%	
Early Childhood	143,517	143,517	143,517	\$ -	0.0%	
Lura White	2,885,821	2,885,821	2,885,821	\$ -	0.0%	
Page Hilltop	3,284,168	3,284,168	3,284,168	\$ -	0.0%	
Middle School	2,887,042	2,800,319	2,900,319	\$ 100,000.00	3.6%	1.0 Guidance FTE back to Gen Fund
High School	4,026,334	3,760,575	3,830,161	\$ 69,586.00	1.9%	
Other Districts	1,580,000	1,680,000	2,388,000	\$ 708,000.00	42.1%	ESSER3 salaries
Transfer to Legal						
Transfer to Capital Stabilization Fund	200,000	300,000		\$ (300,000.00)	-100.0%	
Transfer to Debt Payment						
Transfer to SpEd Reserve Fund	40,000					
Total	27,812,941	28,586,184	29,879,768	\$ 1,293,584.35	4.5%	

Non-Net School Spending	Certified	RSC Certified	Preliminary	Change from FY24	%	
	FY23 4/5/22	FY24 3/7/23	FY25 1/23/24			
Transportation	1,847,856	1,912,000	2,057,000	\$ 145,000.00	7.6%	Transportation Assess. Formula
Capital - Debt (Excluded)	1,382,729	1,694,382	1,696,004	\$ 1,621.76	0.1%	Debt Assessment Formula
Capital - Interest (Not Excluded)	51,856					Capital Assessment Formula
Total	3,282,441	3,606,382	3,753,004	\$ 146,621.76	4.1%	

Total	31,095,382	32,192,566	33,632,772	\$ 1,440,206.11	4.5%	
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REVENUE						
General Fund Revenue	FY23 4/5/22	FY24 3/7/23	FY25 1/23/24	Change from FY24	%	Notes
Chapter 70	8,400,431	8,501,531	8,603,831	\$ 102,300.00	1.2%	FY25 Governor's #1 \$30/student
Charter Tuition Reimbursement	100,000	90,000	150,000	\$ 60,000.00	66.7%	FY25 Governor's #1 \$188,765
Regional Transportation Reimbursement	450,000	500,000	485,282	\$ (14,718.00)	-2.9%	FY23 actual
Medicaid	120,000	175,000	106,000	\$ (69,000.00)	-39.4%	FY23 actual
Regional Transportation Reimbursement Fund						
E&D Transfer to General Fund						
E&D - Transfer to Debt Payment						
E&D - Transfer to Capital Stabilization Fund	200,000	300,000		\$ (300,000.00)	-100.0%	
E&D - Transfer to SpEd Reserve Fund	40,000					
Total	9,310,431	9,566,531	9,345,113	\$ (221,418.00)	-2.3%	

Assessment						
Assessment	FY23 4/5/22	FY24 3/7/23	FY25 1/23/24	Change from FY24	%	Notes
Operating	20,402,222	20,931,652	22,591,655	\$ 1,660,003.10	7.9%	
Capital (Debt) Excluded	1,382,729	1,694,382	1,696,004	\$ 1,621.76	0.1%	
Total	21,784,951	22,626,034	24,287,659	\$ 1,661,624.86	7.3%	

Other Funds						
Other Funds	FY23 4/5/22	FY24 3/7/23	FY25 1/23/24	Change from FY24	%	Notes
Revolving	1,796,247	2,041,476	2,041,476	\$ -	0.0%	(see detail page)
Grants	1,212,709	1,266,232	1,266,232	\$ -	0.0%	(see detail page)
Subtotal	3,008,956	3,307,708	3,307,708	\$ -	0.0%	
All Funds - Total	34,104,339	35,500,274	36,940,480	\$ 1,440,206.11	4.1%	

**Ayer Shirley RSD FY25 Preliminary Budget
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	Operating Assessment	Total	Ayer	Shirley	Formula Source and Shares
1	Required Local Contribution	15,652,141	9,735,557	5,916,584	FY25 Preliminary Ch.70 RLC
2	Net School Spending Above RLC	4,882,514	2,787,916	2,094,599	ASRSD - 57.1/42.9 % allocation
3	Transportation	2,057,000	1,174,547	882,453	ASRSD - 57.1/42.9 % allocation
4	Capital: Interest (Not Excluded)				N/A
5	Capital - All Other				ASRSD #5 Allocation Method
	Total	22,591,655	13,698,020	8,893,636	
	FY24	20,931,652	12,567,854	8,363,798	
	increase	1,660,003	1,130,166	529,838	
		7.9%	9.0%	6.3%	

Excluded Debt					
4	Capital: Debt Service	1,696,004	992,710	703,294	Calculation on Capital Debt detail page 18
	Total	1,696,004	992,710	703,294	Includes Shirley Stab. & Ayer CPA pymts.

Operating Assessment & Debt					
		24,287,659	14,690,730	9,596,929	
	FY24	22,626,035	13,555,068	9,070,967	
	increase	1,661,624	1,135,662	525,962	
		7.3%	8.4%	5.8%	

	Assessment Element	Basis & Calculation
1	Required Local Contribution	FY24 from DESE - Based on town income & property value
2	Net School Spending Above RLC	Foundation Enrollment Share - five year average
3	Transportation	Foundation Enrollment Share - five year average
4	Capital: Principal & Interest	50% Found. Enroll. Share and 50% Resid. Enroll. Share MS & HS (Roll. Avg.)
5	Capital - All Other	Five Yr. Avg. of 50% Found Enroll. Share and 50% Comb. Effort Yield (DESE)

**Ayer Shirley RSD FY25 Preliminary Budget
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Function/Location CENTRAL OFFICE	Certified FY22	Certified FY23	Certified FY24	Preliminary FY25	FTEs
SCHOOL COMMITTEE (1110)					
Treas./Assist. Salary	11,996	12,603	12,603	12,603	Stip.
Salary - Contract increases	425,000	2,528	725,000	993,136	
Salary - Retirement	36,000	45,000	45,000	45,000	
Supplies	1,100	1,100	1,100	1,100	
Advertising & Other	4,400	4,400	4,400	4,400	
Dues, Registrations	7,100	7,100	7,100	7,100	
	485,596	72,730	795,203	1,063,339	
SUPERINTENDENT (1210)					
Supt. Salary	186,327	177,500	177,500	177,500	1.0
Salary - Annuity	0	2,500	2,500	2,500	
Admin. Assist. Salary	66,017	71,845	71,845	71,845	1.0
Postage	1,000	1,000	1,000	1,000	
Supplies	3,500	3,500	3,500	3,500	
Memberships & Dues	5,300	5,300	5,300	5,300	
Services - Software	5,000	5,000	5,000	5,000	
Advertising	3,500	3,500	3,500	3,500	
Registrations & Conferences	2,500	2,500	2,500	2,500	
Travel	3,000	3,000	3,000	3,000	
	276,144	275,645	275,645	275,645	
LEGAL (1430)					
Legal - Supt./Other	25,000	25,000	25,000	25,000	
	25,000	25,000	25,000	25,000	
	786,740	373,375	1,095,848	1,363,984	2.0

**Ayer Shirley RSD FY25 Preliminary Budget
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Function/Location DISTRICT INSTRUCTION	Certified FY22	Certified FY23	Certified FY24	Preliminary FY25	FTEs
CURRICULUM & INSTR.(2110)					
Salary - Asst. Superintendent	137,917	144,896	144,896	144,896	1.0
Salary - Student Services	53,045	55,729	55,729	124,800	1.0
Salary - Annuity	1,500	1,500	1,500	1,500	
	192,462	202,125	202,125	271,196	
LEAD TEACHERS (2220)					
Salary - Curriculum Leaders	48,447	49,900	49,900	49,900	
Salary - Coordinators	6,000	6,000	6,000	6,000	
	54,447	55,900	55,900	55,900	
TEACHER SALARY (2305)					
Health Insurance Offset	48,000	40,000	36,000	36,000	
Lane Changes	0	-	-	-	
	48,000	40,000	36,000	36,000	
SPECIALIST TEACHER (2310)					
Teacher Salary - EL	241,277	246,103	246,103	269,103	3.0
	241,277	246,103	246,103	269,103	
SUBSTITUTES (2325)					
Salary - Coordinator & Assist.	7,900	8,058	8,058	8,058	
Salary - Teachers - Long Term	37,000	37,000	37,000	37,000	
Salary - Other (Nurse Subs.)	8,000	8,000	8,000	8,000	
Service - Frontline (Sub software)	7,800	7,800	7,800	7,800	
	60,700	60,858	60,858	60,858	
PROF. DEVEL (2357)					
Salary - Subs. Teachers	2,000	2,000	2,000	2,000	
Supplies	6,000	6,000	6,000	6,000	
Services - Technology	0	0	0	0	
Services - Consultants	15,000	15,000	15,000	15,000	
Course Reimbursement	25,000	25,000	25,000	25,000	
Other (Travel/Conf.)	4,000	4,000	4,000	4,000	
	52,000	52,000	52,000	52,000	
TEXTBOOKS (2410)					
Textbooks	36,000	62,000	62,000	62,000	
	36,000	62,000	62,000	62,000	
INSTRUCT. EQUIP. (2420)					
Postage Machine Leases	5,100	5,100	5,100	5,100	
Copier Leases	57,536	57,536	57,536	57,536	
Copier Supplies	4,975	4,975	4,975	4,975	
	67,611	67,611	67,611	67,611	
INSTR. SUPPLIES (2430)					
Supplies - 504	2,000	2,000	2,000	2,000	
Supplies - EL	4,000	4,000	4,000	4,000	
Services - Interpreters, translation	2,800	2,800	2,800	2,800	
	8,800	8,800	8,800	8,800	
OTHER INSTRUCT. (2440)					
Services - Teachpoint	5,670	5,670	5,670	5,670	
District Travel	4,000	4,000	4,000	4,000	
	9,670	9,670	9,670	9,670	
INSTRUCT. SOFTWARE (2455)					
Software - Ren. Reading & Math	30,500	30,500	30,500	30,500	
Software - Newsela Soc. Studies	20,000	27,600	27,600	27,600	
Software - Library (Follett)	5,000	5,000	5,000	5,000	
Software - Lexia	7,200	7,200	7,200	7,200	
Software - Curriculum Mapping	5,200	5,200	5,200	5,200	
	67,900	75,500	75,500	75,500	
SCHOOL COUNSELING (2710)					
Director of Guidance	50,700	51,714	51,714	51,714	0.6
	50,700	51,714	51,714	51,714	
HEALTH (3200)					
School Physician	4,000	4,000	4,000	4,000	
Nurse Leader	45,000	45,900	45,900	45,900	0.5
Supplies	1,000	1,000	1,000	1,000	
Software - SNAP	3,769	5,000	5,000	5,000	
	53,769	55,900	55,900	55,900	
	943,336	988,181	984,181	1,076,252	6.1

**Ayer Shirley RSD FY25 Preliminary Budget
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Function/Location BUSINESS OFFICE	Certified FY22	Certified FY23	Certified FY24	Preliminary FY25	FTEs
BUSINESS (1410)					
Director - Salary	126,125	134,445	134,445	134,445	1.0
Salary - Coord./Assists.	173,197	178,393	178,393	178,393	3.0
Services - DESE Audit	3,000	5,000	5,000	5,000	
Services - Annual Audit	25,000	28,000	28,000	28,000	
Services - OPEB Valuation	0	7,210	0	7,426	
Services - Bank Fees	1,000	1,000	1,000	1,000	
Postage	2,000	2,000	2,000	2,000	
Supplies	3,950	3,950	3,950	3,950	
Services - Software Support	20,000	20,000	20,000	20,000	
Prof. Devel and Travel	4,000	4,000	4,000	4,000	
Interest - Bond Antic. Notes	0	-	-	-	
	358,272	383,998	376,788	384,214	4.0

**Ayer Shirley RSD FY25 Preliminary Budget
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Function/Location RISK MANAGEMENT	Certified FY22	Certified FY23	Certified FY24	Preliminary FY25
RETIREMENT/MEDICARE (5100)				
Middlesex Retirement	490,917	514,000	545,398	545,398
Medicare Tax	202,906	202,906	202,906	202,906
	693,823	716,906	748,304	748,304
EMPLOYEE INSURANCE (5200)				
Health Ins. - Employees	3,540,696	3,717,731	3,940,795	4,200,000
Health Ins. - Retirees	203,044	203,044	203,044	228,044
Life Ins. - Employees	3,000	3,000	3,000	3,000
Life Ins. - Retirees	50	50	50	50
Workers Comp.	120,458	120,458	120,458	120,458
Unemp. Comp.	60,000	60,000	60,000	80,000
Unemp. Admin.	1,500	1,500	1,500	1,500
403(b) Admin.	0	2,200	2,200	2,200
COBRA Admin.	1,000	1,000	1,000	1,000
Flex. Spending Admin.	4,000	4,000	4,000	4,000
	3,933,748	4,112,983	4,336,047	4,640,252
OTHER INSURANCE (5260)				
Fidelity Bonds	1,000	1,000	1,000	1,000
Property	90,000	92,700	92,700	92,700
Equip./Umbrella	6,600	6,600	6,600	6,600
School Board Liability	4,800	4,800	4,800	4,800
General Liability	8,300	8,300	8,300	8,300
OPEB Funding	10,000	10,000	10,000	10,000
Deductible Reserve	1,000	1,000	1,000	1,000
	121,700	124,400	124,400	124,400
	4,749,271	4,954,289	5,208,751	5,512,956

**Ayer Shirley RSD FY25 Preliminary Budget
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Function/Location	Certified FY22	Certified FY23	Certified FY24	Preliminary FY25	FTEs
TECHNOLOGY (1450)					
Salary - Director	100,215	105,286	105,286	105,286	1.0
Salary - Coord./Other	159,400	182,588	182,588	182,588	3.0
Salary - Webmaster	5,150	5,150	5,150	5,150	stip.
Services - Internet/Firewall	33,335	33,335	33,335	33,335	
Services - E mail Archive	0	0	0	0	
Services - Software Subscriptions	8,200	8,200	8,200	8,200	
Services - Master Library (Work orders)	4,000	4,000	4,000	4,000	
Services - Repair	0	0	0	0	
Services - Prof. Devel.	5,000	5,000	5,000	5,000	
Equip. - Hardware Purchase / Replacement	80,000	80,000	80,000	80,000	
Equip. - Network & WiFi	20,000	20,000	20,000	20,000	
Equip. - Data Backup	2,000	2,000	2,000	2,000	
Other Exp. - Travel	1,500	1,500	1,500	1,500	
	418,800	447,059	447,059	447,059	
INSTRUCT. TECH. (2451)					
Software	18,000	18,000	18,000	18,000	
Supplies	23,000	23,000	23,000	23,000	
	41,000	41,000	41,000	41,000	
INSTRUCT. SOFTWARE (2455)					
Software - Student Admin (Rediker)	30,540	30,540	30,540	30,540	
	30,540	30,540	30,540	30,540	
	490,340	518,599	518,599	518,599	4.0

Ayer Shirley RSD FY25 Preliminary Budget
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Function/Location FACILITIES	Certified FY22	Certified FY23	Certified FY24	Preliminary FY25	FTEs
CUSTODIAL (4110)					
Facilities Coord.	88,734	93,224	93,224	93,224	1.0
Admin. Asst. - Salary	37,440	37,440	37,440	21,600	0.5
Cust. - LAW	124,800	128,544	128,544	128,544	3.0
Cust. - PH	178,107	178,107	178,107	178,107	4.0
Cust. - MS	104,000	107,120	107,120	107,120	3.0
Cust. - HS	167,200	172,216	172,216	172,216	4.5
Cust. - Maint./Tech.	25,940	26,718	26,718	26,718	0.5
Cust. - Shift Diff.	9,152	9,152	9,152	9,152	
Cust. - OT	10,000	10,000	10,000	10,000	
Cust. - Vac./Sick Cov.	41,456	41,456	41,456	41,456	
Cust. - Summer	13,440	13,440	13,440	13,440	
Cust. - Clothing Reim.	5,500	5,500	5,500	5,500	
Supp./Travel - District	10,000	10,000	10,000	10,000	
Supplies - LAW	7,500	7,500	7,500	7,500	
Supplies - PH	10,000	10,000	10,000	10,000	
Supplies - MS	7,500	7,500	7,500	7,500	
Supplies - HS	10,000	10,000	10,000	10,000	
	850,769	867,917	867,917	852,077	
HEAT (4120)					
Gas - PH	76,368	76,368	76,368	76,368	
Oil - LAW	80,127	80,127	80,127	80,127	
Gas - MS	62,000	55,000	55,000	55,000	
Gas - HS	74,000	64,000	64,000	64,000	
	292,496	275,495	275,495	275,495	
UTILITIES (4130)					
Telephone - Services	40,540	40,540	40,540	40,540	
Telephone - Supplies	9,000	9,000	9,000	9,000	
Septic - LAW	3,000	3,000	3,000	3,000	
Water/Sewer - LAW	6,400	6,400	6,400	6,400	
Water/Sewer - MS	10,000	10,000	10,000	10,000	
Water/Sewer - PH	9,000	9,000	9,000	9,000	
Water/Sewer - HS	13,000	13,000	13,000	13,000	
Electricity - PH	65,000	60,000	60,000	60,000	
Electricity - LAW	47,500	47,500	47,500	47,500	
Electricity - MS	86,108	86,108	86,108	86,108	
Electricity - HS	147,200	136,500	136,500	136,500	
Gas - PH	6,000	6,000	6,000	6,000	
Gas - LAW	4,000	4,000	4,000	4,000	
	446,748	431,048	431,048	431,048	
GROUNDS (4210)					
Salary - Grounds	23,958	24,677	24,677	24,677	0.5
Services	2,000	2,000	2,000	2,000	
Supplies	20,000	20,000	20,000	20,000	
	45,958	46,677	46,677	46,677	
MAINTENANCE (4220)					
Service Contracts - Dist.	26,986	26,986	26,986	26,986	
Service Contracts LAW	25,000	25,000	25,000	25,000	
Service Contracts MS	25,000	25,000	25,000	25,000	
Service Contracts PH	29,500	29,500	29,500	29,500	
Service Contracts HS	65,000	65,000	65,000	65,000	
Supplies District	10,750	10,750	10,750	10,750	
Supplies LAW	1,000	1,000	1,000	1,000	
Supplies PH	2,000	2,000	2,000	2,000	
Supplies MS	1,000	1,000	1,000	1,000	
Supplies HS	12,000	12,000	12,000	12,000	
Repairs - Plumbing	17,500	17,500	17,500	17,500	
Repairs - Electrical	10,000	10,000	10,000	10,000	
Repairs - Boilers/HVAC	20,000	20,000	20,000	20,000	
Repairs - Elev./Lifts	15,000	15,000	15,000	15,000	
Repairs - Fire Protect.	10,000	10,000	10,000	10,000	
Repairs - Trash	21,000	21,000	21,000	21,000	
Repairs - Other	11,959	11,959	11,959	11,959	
	303,695	303,695	303,695	303,695	
	1,939,665	1,924,832	1,924,832	1,908,992	17.0

**Ayer Shirley RSD FY25 Preliminary Budget
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Function/Location SPED	Certified FY22	Certified FY23	Certified FY24	Preliminary FY25	FTEs
LEGAL (1430)					
Legal - SPED	20,000	20,000	20,000	20,000	
	20,000	20,000	20,000	20,000	
SPED DIRECTOR (2110)					
Director & Coord. - Salary	123,042	135,000	135,000	135,000	1.0
Secretary - Salary	80,842	83,267	83,267	83,267	2.0
Secretary - Sub. Salary	500	500	500	500	
Services Medicaid	6,000	6,000	6,000	6,000	
Services Misc.	2,783	2,783	2,783	2,783	
Software - eStar	9,000	9,000	9,000	9,000	
Supplies	6,000	6,000	6,000	6,000	
Postage	4,320	4,320	4,320	4,320	
Dues, Registrations	3,225	3,225	3,225	3,225	
Travel	4,000	4,000	4,000	4,000	
	239,712	254,095	254,095	254,095	
SPED TEACHERS (2310)					
Summer Salary	30,000	30,600	30,600	30,600	
	30,000	30,600	30,600	30,600	
TEAM LEADER (2315)					
Salary - Team Chairs	159,373	168,000	168,000	168,000	2.0
	159,373	168,000	168,000	168,000	
MEDICAL/THERAPY(2320)					
Teacher Salary	318,572	331,500	331,500	331,500	4.0
Spec. Salary	63,634	64,907	64,907	64,907	2.0
Services - ABA	20,000	20,000	20,000	20,000	
Services - Home/Hosp. Tutoring	10,000	10,000	10,000	10,000	
Services - FLLAC	85,000	85,000	85,000	85,000	
Services - Vision	55,000	55,000	55,000	55,000	
Services - Hear./Biling./Ind. Evals.	7,200	7,200	7,200	7,200	
Services - Vocational	10,000	10,000	10,000	10,000	
Supplies	11,033	11,033	11,033	11,033	
Equipment	7,025	7,025	7,025	7,025	
	587,464	601,665	601,665	601,665	
PARA. (2330)					
Salary - Summer	17,000	17,000	17,000	17,000	
	17,000	17,000	17,000	17,000	
PROF. DEVEL. (2357)					
Services	5,000	5,000	5,000	5,000	
	5,000	5,000	5,000	5,000	
INSTR. SUPPLIES (2430)					
Classroom Supplies - District	6,500	6,500	6,500	6,500	
	6,500	6,500	6,500	6,500	
INSTRUCT. TECH. (2455)					
Software - District	1,000	1,000	1,000	1,000	
Hardware - District	3,000	3,000	3,000	3,000	
	4,000	4,000	4,000	4,000	
PSYCHOLOGICAL (2800)					
Psych. Salary	158,719	161,893	161,893	161,893	2.0
Services Testing	14,000	14,000	14,000	14,000	
Services - Referral / Prevention	12,000	12,000	12,000	12,000	
Supplies	5,000	5,000	5,000	5,000	
Travel	1,500	1,500	1,500	1,500	
	191,219	194,393	194,393	194,393	
TUITION - PUBLIC (9100)					
Tuition Public School	35,000	35,000	35,000	35,000	
	35,000	35,000	35,000	35,000	
TUITION - OUT OF STATE (9200)					
Tuition Out-of-State	1,000	1,000	1,000	1,000	
	1,000	1,000	1,000	1,000	
TUITION - PRIVATE (9300)					
Tuition Private Day/Summer	992,180	992,180	992,180	992,180	
Tuition Private Residential	417,626	417,626	417,626	417,626	
	1,409,806	1,409,806	1,409,806	1,409,806	
TUITION - COLLAB. (9400)					
Collaborative Day/Summer	875,726	875,726	875,726	935,726	
	875,726	875,726	875,726	935,726	
	3,581,800	3,622,785	3,622,785	3,682,785	13.0

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Function/Location	Certified FY22	Certified FY23	Certified FY24	Preliminary FY25	FTEs
EARLY LEARNING					
PS/PK TEACHER (2310)					
Salary PS/PK - Integ. (PH)	134,225	141,017	141,017	141,017	2.0
Salary PS/PK - Sep. (LAW)	0	0	0	0	
	134,225	141,017	141,017	141,017	
PARA. (2330)					
Salary PS/PK (PH)	0	0	0	0	
	0	0	0	0	
INSTR. SUPPLIES (2430)					
Classroom Supplies	2,500	2,500	2,500	2,500	
	2,500	2,500	2,500	2,500	
	136,725	143,517	143,517	143,517	2.0

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Function/Location Lura A. White	Certified FY22	Certified FY23	Certified FY24	Preliminary FY25	FTEs
PRINCIPAL (2210)					
Principal Salary	105,575	114,750	114,750	114,750	1.0
Assist. Prin. Salary	89,500	97,000	97,000	97,000	1.0
Admin. Assist. Salary	53,518	54,588	54,588	54,588	1.5
Admin. Assist. - Substitute	500	500	500	500	
Starbase Transportation	5,000	5,000	5,000	5,000	
Supplies	1,300	1,300	1,300	1,300	
Postage	1,350	1,350	1,350	1,350	
Other	1,250	1,250	1,250	1,250	
Travel	1,500	1,500	1,500	1,500	
	259,493	277,238	277,238	277,238	
CURRICULUM LEADERS (2220)					
Salary	0	0	0	0	
	0	0	0	0	
CLASSROOM TEACHER (2305)					
Teacher Salary - K to 5	1,140,122	1,273,924	1,273,924	1,273,924	18.0
Teacher Salary - Unified Arts	284,919	284,919	284,919	284,919	3.4
Tutor Salary	1,500	1,500	1,500	1,500	
	1,426,541	1,560,343	1,560,343	1,560,343	
SPECIALIST TEACHER (2310)					
Teacher Salary - Reading	0	37,882	37,882	37,882	1.0
Teacher Salary - SPED	390,761	410,534	410,534	410,534	6.0
	390,761	448,416	448,416	448,416	
SPECIALIST TEACHER (2320)					
Teacher Salary - Speech	144,353	156,228	156,228	156,228	2.0
	144,353	156,228	156,228	156,228	
SUBSTITUTES (2325)					
Salary - Reg. Ed. Teach. - LAW	13,000	13,000	13,000	13,000	
Salary - Sp. Ed. Teach. - LAW	4,000	4,000	4,000	4,000	
	17,000	17,000	17,000	17,000	
PARA. (2330)					
Para. Salary - K	68,953	60,000	60,000	60,000	3.0
Para. Salary - Lunch/Recess	12,274	12,642	12,642	12,642	0.4
Para. Salary - SPED	0	45,000	45,000	45,000	2.0
Salary - Reading	36,057	0	0	0	0.0
Subs. - LAW	10,000	10,000	10,000	10,000	
Para. Salary - Services	38,000	38,000	38,000	38,000	
	165,284	165,642	165,642	165,642	
LIBRARY (2340)					
Para. - Salary	25,416	25,924	25,924	25,924	1.0
Supplies	1,000	1,000	1,000	1,000	
	26,416	26,924	26,924	26,924	
TEXTBOOKS (2410)					
Textbooks	12,000	12,000	12,000	12,000	
	12,000	12,000	12,000	12,000	
INSTRUCT. EQUIP (2420)					
Furniture	5,000	5,000	5,000	5,000	
	5,000	5,000	5,000	5,000	
INSTR. SUPPLIES (2430)					
Gen. School Supplies	14,000	14,000	14,000	14,000	
Classroom Supplies	17,000	17,000	17,000	17,000	
Classroom Supplies - SPED	2,500	2,500	2,500	2,500	
Classroom Supplies - UA	4,000	4,000	4,000	4,000	
	37,500	37,500	37,500	37,500	
INSTRUCT. SOFTWARE (2455)					
Software	2,000	2,000	2,000	2,000	
	2,000	2,000	2,000	2,000	
SCHOOL COUNSELING (2710)					
Guidance Salary	95,559	100,395	100,395	100,395	1.0
Supplies	500	500	500	500	
	96,059	100,895	100,895	100,895	
HEALTH (3200)					
Nurse - Salary	69,418	71,501	71,501	71,501	1.0
Salary - Subs.	0	0	0	0	
Services	0	0	0	0	
Supplies	3,000	3,000	3,000	3,000	
	72,418	74,501	74,501	74,501	
STUDENT ACTIVITIES (3520)					
Stipends - Salary	1,634	1,634	1,634	1,634	
Supplies	500	500	500	500	
	2,134	2,134	2,134	2,134	
	2,656,959	2,885,821	2,885,821	2,885,821	42.3

**Ayer Shirley RSD FY25 Preliminary Budget
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Function/Location Page Hilltop	Certified FY22	Certified FY23	Certified FY24	Preliminary FY25	FTEs
PRINCIPAL (2210)					
Principal Salary	114,233	123,614	123,614	123,614	1.0
Assist. Prin. Salary	92,061	96,500	96,500	96,500	1.0
Admin. Assist. Salary	78,067	80,409	80,409	80,409	2.0
Admin. Assist. Sub. Salary	500	500	500	500	
Starbase Transportation	7,000	7,000	7,000	7,000	
Supplies	5,500	5,500	5,500	5,500	
Travel	1,500	1,500	1,500	1,500	
Dues, Registrations	1,000	1,000	1,000	1,000	
	299,861	316,023	316,023	316,023	
CURRICULUM LEADERS					
Salary	0	0	0	0	
	0	0	0	0	
CLASSROOM TEACHER (2305)					
Teacher Salary - K - 5	1,627,172	1,770,715	1,770,715	1,770,715	24.0
Teacher Salary - UA	60,727	63,800	63,800	63,800	1.0
Tutor Salary	6,500	6,500	6,500	6,500	
	1,694,399	1,841,015	1,841,015	1,841,015	
SPECIALIST TEACHER (2310)					
Teacher Salary - SPED	418,440	443,923	443,923	443,923	6.0
	418,440	443,923	443,923	443,923	
SPEECH & LANGUAGE (2320)					
Teacher - Salary	134,386	134,386	134,386	134,386	1.0
Spec. - Salary	0	0	0	0	
	134,386	134,386	134,386	134,386	
SUBSTITUTES (2325)					
Salary - Reg. Ed. Teach. - PH	18,000	18,000	18,000	18,000	
Salary - Sp. Ed. Teach. - PH	6,000	6,000	6,000	6,000	
	24,000	24,000	24,000	24,000	
PARA. (2330)					
Salary - K	92,688	94,542	94,542	94,542	4.0
Salary - Reading	0	0	0	0	1.0
Salary - Lunch/recess	8,240	8,405	8,405	8,405	0.4
Salary - SPED	64,341	66,271	66,271	66,271	3
Subs. - PH	18,000	18,000	18,000	18,000	
Salary - Services	0	0	0	0	0.0
	183,269	187,218	187,218	187,218	
LIBRARY (2340)					
Salary - Para	23,318	23,744	23,744	23,744	1.0
Supplies	2,000	2,000	2,000	2,000	
	25,318	25,744	25,744	25,744	
TEXTBOOKS (2410)					
Textbooks/Materials	19,275	19,275	19,275	19,275	
	19,275	19,275	19,275	19,275	
FURNITURE (2420)					
Furniture	5,000	5,000	5,000	5,000	
	5,000	5,000	5,000	5,000	
INSTR. SUPPLIES (2430)					
Gen. School Supplies	25,000	25,000	25,000	25,000	
Classroom Supplies	16,500	16,500	16,500	16,500	
Classroom Supplies - SPED	1,500	1,500	1,500	1,500	
Classroom Supplies - UA	4,000	4,000	4,000	4,000	
	47,000	47,000	47,000	47,000	
INSTRUCT. SOFTWARE (2455)					
Software	1,000	1,000	1,000	1,000	
	1,000	1,000	1,000	1,000	
SCHOOL COUNSELING (2710)					
Guidance Salary	121,650	125,300	125,300	125,300	2.0
Services	500	500	500	500	
Supplies	1,500	1,500	1,500	1,500	
	123,650	127,300	127,300	127,300	
HEALTH (3200)					
Nurse - Salary	101,989	107,150	107,150	107,150	1.5
Sal. - Subs.	0	0	0	0	
Supplies	3,000	3,000	3,000	3,000	
	104,989	110,150	110,150	110,150	
STUDENT ACTIVITIES (3520)					
Services	1,634	1,634	1,634	1,634	
Supplies	500	500	500	500	
	2,134	2,134	2,134	2,134	
	3,082,721	3,284,168	3,284,168	3,284,168	48.9

**Ayer Shirley RSD FY25 Preliminary Budget
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Function/Location Middle School	Certified FY22	Certified FY23	Certified FY24	Preliminary FY25	FTEs	Detail
PRINCIPAL (2210)						
Principal Salary	109,104	109,650	109,650	109,650	1.0	
Assist. Principal Salary	96,755	96,755	96,755	96,755	1.0	
Admin. Assist. Salary	54,347	57,656	57,656	57,656	1.5	
Admin. Assist. Sub. Salary	500	500	500	500		
Postage	4,045	4,045	4,045	4,045		
Supplies	6,000	6,000	6,000	6,000		
Travel	1,500	1,500	1,500	1,500		
	272,251	276,106	276,106	276,106		
CURRICULUM LEADERS						
Salary	0	0	0	0		moved to District budget
	0	0	0	0		
CLASSROOM TEACHER (2305)						
Teacher Salary	1,254,100	1,397,957	1,397,957	1,397,957	19.0	
Teacher Salary - UA	0	0	0	0		6.0 FTE School Choice
Tutor Salary	3,500	3,500	3,500	3,500		
	1,257,600	1,401,457	1,401,457	1,401,457		
SPECIALIST TEACHER (2310)						
Teacher Salary - SPED	449,847	472,609	472,609	472,609	7.0	1 Grant Funded
Teacher Salary - Reading	70,000	70,000	70,000	70,000		
	519,847	542,609	542,609	542,609		
SUBSTITUTES (2325)						
Salary - Reg. Ed. Teach. - MS	18,000	18,000	18,000	18,000		
Salary - Sp. Ed. Teach. - MS	5,000	5,000	5,000	5,000		
	23,000	23,000	23,000	23,000		
PARA. (2330)						
Salary - Vision Specialist	0	0	0	0	0.0	1.0 moved to HS
Salary - Lunch/Recess	4,437	4,437	4,437	4,437	0.3	
Salary - SPED	260,941	268,769	268,769	268,769	12.0	2 FTE grant funded
Subs. - MS	10,000	10,000	10,000	10,000		
Salary - Services	19,000	19,000	19,000	19,000	1.0	Merrimack Intern
	294,378	302,206	302,206	302,206		
LIBRARY (2340)						
Salary - Specialist	27,314	27,860	27,860	27,860	1.0	
Books	2,000	2,000	2,000	2,000		
Technology	1,500	1,500	1,500	1,500		
Supplies	3,318	3,318	3,318	3,318		
	34,132	34,678	34,678	34,678		
PROF. DEVEL (2357)						
Services	1,000	1,000	1,000	1,000		
	1,000	1,000	1,000	1,000		
TEXTBOOKS (2410)						
Textbooks/Materials	11,000	11,000	11,000	11,000		
	11,000	11,000	11,000	11,000		
INSTRUCT. EQUIP (2420)						
Furniture	5,000	5,000	5,000	5,000		stand up desks
	5,000	5,000	5,000	5,000		
INSTRUCT. SUPPLIES (2430)						
Supplies General	12,240	15,000	15,000	15,000		
Supplies Classroom	9,150	9,150	9,150	9,150		
Supplies SPED	1,500	1,500	1,500	1,500		
Supplies UA	8,317	8,317	8,317	8,317		
	31,207	33,967	33,967	33,967		
INSTRUCT. SOFTWARE (2455)						
Software	1,300	1,300	1,300	1,300		
	1,300	1,300	1,300	1,300		
SCHOOL COUNSELING (2710)						
Guidance Salary	141,145	148,723	62,000	162,000	2.0	1.0 FTE brought back to Gen Fund
Other Salary	0	0	0	0		
Services - Naviance	1,000	1,000	1,000	1,000		
Supplies	3,700	3,105	3,105	3,105		
	145,845	152,828	66,105	166,105		
HEALTH (3200)						
Nurse Salary	57,822	61,637	61,637	61,637	1.0	
Supplies	3,000	3,000	3,000	3,000		
	60,822	64,637	64,637	64,637		
ATHLETICS (3510)						
Salary - Assist. Director	0	0	0	0		
Salary - Coaches	16,965	16,965	16,965	16,965		
Salary - Coordinator	1,200	1,200	1,200	1,200		Intramural Coordinator
Supplies	2,400	2,400	2,400	2,400		
	20,565	20,565	20,565	20,565		
STUDENT ACTIVITIES (3520)						
Stipends - Schedule C Salary	15,689	15,689	15,689	15,689		
Services	1,000	1,000	1,000	1,000		
	16,689	16,689	16,689	16,689		
GRAND TOTAL	2,694,636	2,887,042	2,800,319	2,900,319	46.8	

**Ayer Shirley RSD FY25 Preliminary Budget
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Function/Location High School	Certified FY22	Certified FY23	Certified FY24	Preliminary FY25	FTEs
PRINCIPAL (2210)					
Principal Salary	129,112	135,645	135,645	135,645	1.0
Assist. Principal Salary	111,395	117,031	117,031	117,031	1.0
Admin. Asst. Salary	84,330	86,017	86,017	86,017	2.0
Services	1,000	1,000	1,000	1,000	
Expenses	12,000	12,000	12,000	12,000	
Dues, Registrations	18,450	18,450	18,450	18,450	
Graduation	11,200	11,200	11,200	11,200	
	367,487	381,343	381,343	381,343	
CURRICULUM LEADERS					
Salary	0	0	0	0	
	0	0	0	0	
CLASSROOM TEACHER (2305)					
Teacher Salary	1,295,125	1,457,157	1,457,157	1,457,157	19.5
Teacher Salary - UA	592,917	592,917	592,917	592,917	9.0
Tutor Salary	7,210	7,210	7,210	7,210	
	1,895,252	2,057,284	2,057,284	2,057,284	
SPECIALIST TEACHER (2310)					
Teacher Salary - SPED	428,480	454,574	454,574	454,574	6.0
	428,480	454,574	454,574	454,574	
SUBSTITUTES (2325)					
Salary - Reg. Ed. Teach. - HS	18,000	18,000	18,000	18,000	
Salary - Sp. Ed. Teach. - HS	3,000	3,000	3,000	3,000	
	21,000	21,000	21,000	21,000	
PARA. (2330)					
Para. Salary - SPED	204,729	204,729	132,000	132,000	9.0
Salary - Vision Specialist	25,517	26,027	0	0	0.0
Detention Monitor	5,000	5,000	5,000	5,000	
Subs. - HS	2,000	2,000	2,000	2,000	
	237,246	237,756	139,000	139,000	
LIBRARY (2340)					
Librarian Salary	95,559	100,395	0	0	1.0
Services	2,000	2,000	2,000	2,000	
Supplies	5,000	5,000	5,000	5,000	
	102,559	107,395	7,000	7,000	
TEXTBOOKS (2410)					
Math	1,000	1,000	1,000	1,000	
Humanities/English	2,800	3,500	3,500	3,500	
Social Studies	3,386	3,386	3,386	3,386	
Science	6,000	6,000	6,000	6,000	
Computer Ed.	1,600	0	0	0	
STEM	4,000	4,000	4,000	4,000	
World Language	4,000	4,000	4,000	4,000	
	22,786	21,886	21,886	21,886	
INSTRUCT. EQUIP (2420)					
Furniture	2,500	2,500	2,500	2,500	
	2,500	2,500	2,500	2,500	
INSTR. SUPPLIES (2430)					
Math	2,000	3,000	3,000	3,000	
English	500	800	800	800	
STEM	4,500	4,500	4,500	4,500	
Science	7,000	7,000	7,000	7,000	
History / Social Studies	2,125	2,125	2,125	2,125	
Visual Arts	12,500	12,500	12,500	12,500	
Computer Science	2,600	4,200	4,200	4,200	
Band / Choir	7,000	9,000	9,000	9,000	
PE / Wellness	3,000	7,000	7,000	7,000	
Panther Block	4,500	2,500	2,500	2,500	
Advisory Block	2,000	1,000	1,000	1,000	
Classroom - SPED	1,500	1,500	1,500	1,500	
	49,225	55,125	55,125	55,125	
INSTRCT. SERVICES (2440)					
Services - MWCC	32,000	32,000	32,000	32,000	
Services - MASS Insight	5,000	5,000	5,000	5,000	
	37,000	37,000	37,000	37,000	
INSTRUCT. SOFTWARE (2455)					
Math	3,190	3,190	3,190	3,190	
ELA	3,000	3,000	3,000	3,000	
Edgenuity - VHS	15,000	15,000	15,000	15,000	
	21,190	21,190	21,190	21,190	
SCHOOL COUNSELING (2710)					
Guidance Salary	160,077	147,578	117,414	150,000	2.0
Secretary Salary	46,350	47,741	47,741	47,741	1.0
Services - Naviance	4,000	4,000	4,000	4,000	
Supplies	2,510	3,105	3,105	3,105	
Travel	150	150	150	150	
Dues	25	25	25	25	
	213,112	202,599	172,435	205,021	
HEALTH (3200)					
Nurse - Salary	73,520	84,444	50,000	87,000	1.0
Supplies	3,000	3,000	3,000	3,000	
	76,520	87,444	53,000	90,000	
HS ATHLETICS (3510)					
Salary - Athletic Director	92,829	97,526	97,526	97,526	1.0
Salary - Coaches - Prof. Staff	73,482	73,482	73,482	73,482	
Salary - Coaches (contracted)	30,307	30,307	30,307	30,307	
Salary - Trainer	25,750	26,523	26,523	26,523	0.5
Supplies - Trainer	5,000	5,000	5,000	5,000	
Services - Officials	15,000	15,000	15,000	15,000	
Transportation	10,700	10,700	10,700	10,700	
Supplies	17,100	17,100	17,100	17,100	
Insurance	4,500	4,500	4,500	4,500	
Other Expense	26,900	26,900	26,900	26,900	
	301,568	307,038	307,038	307,038	
STUDENT ACTIVITIES (3520)					
Stipends - Clubs, Extra-curricular	27,379	28,200	28,200	28,200	
EMT Course	2,000	2,000	0	0	
Services	1,500	1,500	1,500	1,500	
Supplies	500	500	500	500	
	31,379	32,200	30,200	30,200	
	3,807,304	4,026,334	3,760,575	3,830,161	54.0

**Ayer Shirley RSD FY25 Preliminary Budget
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Function/Location TUITION OUT	Certified FY22	Certified FY23	Certified FY24	Preliminary FY25
OTHER DISTRICTS (9100)				
Tuition - Choice	700,000	660,000	710,000	670,000
Tuition - Charter	950,000	920,000	970,000	950,000
ESSER3 Salaries	0	0	0	768,000
	1,650,000	1,580,000	1,680,000	2,388,000

12.0 fte

**Ayer Shirley RSD FY25 Preliminary Budget
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Function 3300 Transportation	Certified FY22	Certified FY23	Certified FY24	Preliminary FY25
Reg. Trans. In District	840,815	882,856	927,000	1,027,000
Out of District (Homeless)	30,000	30,000	25,000	30,000
SPED Transportation	935,000	935,000	960,000	1,000,000
	1,805,815	1,847,856	1,912,000	2,057,000

**Ayer Shirley RSD FY25 Preliminary Budget
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Source/Function REVOLVING FUNDS	Certified FY22	Certified FY23 4/5/22	Certified FY24	Preliminary FY25	FTEs
CIRC. BREAKER					
Collab. Tuition (9300)	650,000	679,880	975,109	975,109	
	650,000	679,880	975,109	975,109	
SCHOOL CHOICE					
LAW Teacher Salary (2305)	0	0	0	0	
PH Teacher Salary (2305)	242,044	242,044	242,044	242,044	3.8
MS Teacher Salary (2305)	510,164	510,164	510,164	510,164	6.0
Director of Guidance	29,300	29,300	29,300	29,300	0.2
Director of Early Education	50,000	50,000	0	0	
	831,508	831,508	781,508	781,508	
ACP/EXT. DAY					
PH/LAW Heat (4120)	17,000	17,000	17,000	17,000	
PH/LAW Electric (4130)	28,000	28,000	28,000	28,000	
Retirement (5100)	15,720	15,720	15,720	15,720	
Health Insurance - ACP					
	60,720	60,720	60,720	60,720	
EARLY LEARN. CTR.					
Teacher Salary (2305)	83,239	83,239	83,239	83,239	1.0
Spec. PS/PK Salary (2330)	25,500	25,500	25,500	25,500	1.5
	108,739	108,739	108,739	108,739	
RENT					
Heat PH (4120)	42,000	42,000	42,000	42,000	
Heat LAW (4120)	8,000	8,000	8,000	8,000	
	50,000	50,000	50,000	50,000	
MS ATHLETICS					
Salary & Services (3510)	10,000	10,000	10,000	10,000	
	10,000	10,000	10,000	10,000	
HS ATHLETICS					
Services (3510)	20,000	20,000	20,000	20,000	
Supplies (3510)	10,000	15,400	15,400	15,400	
Travel (3510)	20,000	20,000	20,000	20,000	
	50,000	55,400	55,400	55,400	
RETIREMENT BENEFITS					
OPEB Contribution (5200)	0	0	0	0	
	0	0	0	0	
Total	1,760,967	1,796,247	2,041,476	2,041,476	12.5
TRANSFERS TO RESERVED FUNDS - NON BUDGET					
CAPITAL STABILIZATION FUND					
Maintenance of Bldgs. (4220)	0	200,000	300,000		
	0	200,000	300,000		
SPECIAL ED. RESERVE FUND					
Tuition - Private (9300)	0	40,000			
	0	40,000	0		
CAPITAL DEBT PAYMENT					
HS Project - BAN	0	0	0		
	0	0	0		
Total Reserved Fund Transfers	-	240,000	300,000		0.0

**Ayer Shirley RSD FY25 Preliminary Budget
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Capital - Facil. Debt	Total	Ayer	Shirley	Allocation Per Agreement
Principal & Interest - HS Reno.	1,393,994	886,355	507,639	Based on 50% Found. Enroll & 50% Resid. Enroll. Appropriation From Shirley Stabilization Fund
Shirley Stab. Fund - HS Reno.	-13,640		-13,640	
Total Principal & Interest HS Reno.	1,380,354	886,355	493,999	
Principal & Interest - HS Field Project	465,650	256,355	209,295	Based on 50% Found. Enroll & 50% Resid. Enroll. Appropriation From Ayer CPA Fund
Ayer CPA pymt. Year 2 of 2	-150,000	-150,000		
Total Principal & Interest HS Field Project	315,650	106,355	209,295	
FY25 Total	1,696,004	992,710	703,294	
FY24	1,694,382	987,214	707,168	
FY23	1,382,729	889,150	493,579	
FY22	1,379,579	910,941	468,638	

			Total	Ayer	Shirley	
HS Debt	July, 2024	Prin./Int.	1,393,994	767,438	626,556	HS debt - 55.1% Ayer 44.9% Shirley
		Ayer MS Debt	0	118,917	(118,917)	Ayer's 56.2% Share of MS Debt of \$211,974
		Shirley Stab. Fund	(13,640)		(13,640)	Shirley's application of Stab. Fund against debt (to be BOS approved)
MS & HS Debt Subtotal			1,380,354	886,355	493,999	

FOUNDATION AND RESIDENT ENROLLMENT BLEND

		FY25 Found./Resid. Enroll. Blend	Ayer	Shirley
HIGH SCHOOL	Foundation Enrollment		57.1%	42.9%
	Resident Enrollment		53.0%	47.0%
	50% Blend		55.1%	44.9%
		FY25 Found./Resid. Enroll. Blend	Ayer	Shirley
MIDDLE SCHOOL	Foundation Enrollment		57.1%	42.9%
	Resident Enrollment		55.2%	44.8%
	50% Blend		56.1%	43.9%

FOUNDATION AND RESIDENT ENROLLMENT DATA

REGION	Found. Enro	10/01/19	10/01/20	10/01/21	10/01/22	10/01/23	Share
ALL SCH.	Ayer	962	929	959	971	972	57.1%
	Shirley	728	713	699	741	726	42.9%
	ASRSD	1690	1642	1658	1712	1698	100.0%
	Ayer	56.9%	56.6%	57.8%	56.7%	57.2%	
	Shirley	43.1%	43.4%	42.2%	43.3%	42.8%	
	High School						
	Resid. Enrol	FY20	FY21	FY22	FY23	FY24	Share
HIGH SCHOOL	Ayer	179	173	190	208	225	53.0%
	Shirley	161	162	208	166	166	47.0%
	ASRSD	340	335	398	374	391	100.0%
	Ayer	52.6%	51.6%	47.7%	55.6%	57.5%	
	Shirley	47.4%	48.4%	52.3%	44.4%	42.5%	
	Middle School						
	Resid. Enrol	FY20	FY21	FY22	FY23	FY24	Share
MIDDLE SCHOOL	Ayer	219	216	155	181	195	55.2%
	Shirley	160	151	152	155	167	44.8%
	ASRSD	379	367	307	336	362	100.0%
	Ayer	57.8%	58.9%	50.5%	53.9%	53.9%	
	Shirley	42.2%	41.1%	49.5%	46.1%	46.1%	

**Ayer Shirley RSD FY25 Preliminary Budget
1-24-2024**

FEDERAL GRANTS		Preliminary FY25	FTEs	Certified FY24	Certified FY23	Certified FY22
140	Teacher Quality	37,850		37,850	37,850	82,065
180	Title III English Lang. Acq.	0	0.0	0	0	27,856
240	Spec. Educ.	511,873	16.0	511,873	511,873	477,832
262	Early Childhood	25,275	1.0	25,275	25,275	24,201
305	Title One	404,375	2.4	404,375	404,375	494,855
309	Title IV	34,040		34,040	34,040	34,040
377	ESSER3	100,000	0.0	100,000		
		1,113,413	19.4	1,113,413	1,013,413	1,140,849
STATE GRANTS		Preliminary FY25	FTEs	Certified FY24	Certified FY23	Certified FY22
237	MA Family Network	152,819	2.2	152,819	152,819	105,900
		152,819	2.2	152,819	152,819	105,900

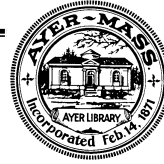
Total	1,266,232	21.6	1,266,232	1,166,232	1,246,749
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**Ayer Shirley RSD FY25 Preliminary Budget
1-24-2024**

Found. Enrollment Detail	FY21	FY22	FY23	FY24	FY25	
Ayer Total						
Ayer Vocational*						
Ayer - ASRSD	962	929	959	971	972	
Shirley Total						
Shirley Vocational*						
Shirley - ASRSD	728	713	699	741	726	5 Yr. Avg.
Ayer + Shirley - ASRSD	1690	1642	1658	1712	1698	1680
Summary	FY21	FY22	FY23	FY24	FY25	
Ayer - ASRSD	962	929	959	971	972	959
Shirley - ASRSD	728	713	699	741	726	721
Ayer - %	56.9%	56.6%	57.8%	56.7%	57.2%	57.06%
Shirley - %	43.1%	43.4%	42.2%	43.3%	42.8%	42.94%
	Oct. 1 2020	Oct. 1 2021	Oct. 1 2022	Oct. 1 2023	Oct. 1 2024	FY21 thru FY25

57.06%
42.94%

Dan Van Schalkwyk, P.E., Director
Kimberly Abraham, Water and Sewer Superintendent
Matt Hennon, P.E., Town Engineer
Pam Martin, Business Manager



25 BROOK STREET
AYER, MASSACHUSETTS 01432
T: (978) 772-8240
F: (978) 772-8244

MEMORANDUM

Date: February 1, 2024
To: Select Board
From: Dan Van Schalkwyk, P.E., Director
Subject: **Agenda Items for February 6, 2024, Select Board Meeting**

1. Execution of Contract for Spectacle Pond Water Treatment Plant Filter Media Replacement Project

Attached is a contract for execution for replacement of the Greensand filter media at the Spectacle Pond Water Treatment Facility. The Board awarded the Contract, including authorization of supplemental ARPA funds, at the January 16th meeting. Winston Builders Corporation has provided the required insurance, bonds, and contract requested in the award.

Requested Motion – Vote to execute the contract for the Spectacle Pond Water Treatment Plant Filter Media Replacement Project in the amount of \$408,889.00 (for signature by the Chair).

2. Curley Circle Street Acceptance

The street acceptance of Curley Circle was voted favorably at the Fall 2023 Town Meeting, authorizing acquisition by the Select Board. The final step of street acceptance is for the Select Board to acquire the street and required easements. I have worked with Town Counsel and the Developers Counsel to prepare the attached Easement Deed for Curley Circle. I recommend the Board accept the Easement Deed to acquire the street and easements.

OWNER-CONTRACTOR AGREEMENT

Town of Ayer

This agreement made the _____ day of _____ by and between the Town of Ayer Hereinafter called the "Owner", and Winston Builders Corporation hereinafter called the "Contractor" Name of Contractor

Witnesseth, that the Owner and the Contractor, for the consideration hereinunder named, agree as follows:

Article 1. Scope of Work: The Contractor shall perform all Work required by the Contract Documents for Spectacle Pond Water Treatment Plant Filter Media Replacement referred to in the Contract Documents prepared Ayer DPW Project Name and Number Ayer DPW acting as and referred to as the "Architect". Architect/Engineer

Article 2. Time of Completion: The Contractor shall commence work under this Contract on the date specified in the written Notice to Proceed" and shall bring the Work to Substantial Completion within 90 calendar days of said date Days Damages for delays in the performance of the Work shall be in accordance with Article 8.3.2 of the General Conditions of the Contract.

Article 3. Contract Sum: The Owner shall pay the Contractor, in current funds, for the performance of the Work, Four Hundred Eight Thousand Eight Hundred Eighty-Nine Dollars \$ 408,889.00 Contract Amount in Words Contract Amount in Dollars

Article 4. The Contract Documents: The following, together with this Agreement, form the Contract and all are as fully a part of the contract as if attached to this Agreement or repeated herein: The Advertisement, Bidding Documents, Contract Forms, Conditions of the Contract, and Specifications as enumerated in the Table of Contents, the drawings as enumerated in the List of Contract Drawings and all Modifications issued after execution of the Contract. Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

Article 5. Alternates: The following Alternates have been accepted and their costs are included in the Contract Sum stated in Article 3 of this Agreement: Alternate No(s): N/A and

Article 6. REAP Certification: Pursuant to M.G.L. c.62(c), sec.49(a), the individual signing this Contract on behalf of the Contractor, hereby certifies, under the penalties of perjury, that to the best of their knowledge and belief the Contractor has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Article 7. Validation: This Contract will not be valid until signed by the Select Board of the Town of Ayer.

In Witness Whereof, the Parties Hereto Have Caused This Instrument to be Executed Under Seal.

1 CONTRACTOR

Town of Ayer

WINSTON BUILDERS CORP
Name of Contractor

Printed Name

P.O. Box 990, WESTBORO, MA 01581
Address

Signature and Seal

By: [Signature]
Signature and Seal

Title

Witness [Signature]
If a Corporation, attach a notarized copy of the Corporate Vote authorizing signatory to sign Contract.

Attest:

**DEED OF EASEMENT
(Curley Circle)**

DECA CORP., a Massachusetts corporation, having an address of 2 Starwood Crossing, Andover, Massachusetts, and **DECA CORP, as Trustee of the John Carrol Reserve Trust** udt dated January 21, 2021 and recorded with the Middlesex South District Registry of Deeds at Book 76767, Page 494 (the “Grantors”),

for consideration paid and in full consideration of less than One Hundred and no/100 Dollars (\$100.00), grants to

TOWN OF AYER, a Massachusetts municipal corporation, having an address of 1 Main Street, Ayer, Massachusetts (the “Grantee”),

with *Quitclaim Covenants*

A permanent easement in, on and under the parcel of land shown as “Curley (40’ Wide) Circle,” all as shown on a plan entitled “Definitive Subdivision Open Space Residential Development Lotting & Easement Plan John Carroll Reserve 54 & 56 Littleton Road Ayer, Mass.,” dated July 2019, prepared by Goldsmith, Prest & Ringwall, Inc., recorded with the Middlesex South District Registry of Deeds as Plan 561 of 2020 (the “Plan”), for public way purposes, together with attendant customary uses, including, without limitation, for the purposes of constructing, inspecting, operating, maintaining, repairing, removing, replacing, relocating, and abandoning in place rights of way and any and all structures and facilities necessary or convenient to support the same, or related thereto, including, without limitation, rights of way, sidewalks, guardrails, support or retaining walls, signs, drains, utilities, and any and all related appurtenances. Any water, sewer, and drainage facilities located within the roadway are included herein.

This conveyance is made subject to and with the benefit of the rights of others to pass and repass within said Curley Circle and use Curley Circle for all purposes for which residential streets are commonly used in said Ayer, Massachusetts, in common with others entitled to do so.

The within conveyance is not a conveyance of all or substantially all of the assets of the Grantor corporation in Massachusetts.

For title see deed of LR Properties, LLC to DECA Corp. dated October 5, 2020, and recorded with said Registry of Deeds at Book 75823, Page 366.

Also conveying drainage easements, as follows:

Drainage Easement A: The perpetual right and non-exclusive easement for the purpose of protecting public health, safety and welfare through the proper control of drainage to enter upon, maintain, repair, replace, place material within, under or over that easement area on the

eastern boundary of Lot 10 and the western boundary of Lot 11, as shown on the Plan, those certain areas, features and infrastructure Drainage Easement Areas, and to do all things necessary and proper to accomplish these objectives.

Said easement being a portion of the premises conveyed to DECA Corp. by deed of LR Properties, LLC dated October 5, 2020, and recorded with said Registry of Deeds at Book 75823, Page 366.

Also conveying the perpetual right and non-exclusive easement for the purpose of protecting public health, safety and welfare through the proper control of drainage to enter upon, maintain, repair, replace, place material within, under or over that easement area on the eastern boundary of Lot 10 and the western boundary of Lot 11, as shown on the Plan, those certain areas, features and infrastructure Drainage Easement Areas, and to do all things necessary and proper to accomplish these objectives.

Drainage Easement B: Those portions of the Open Space Parcel described as “Drainage Area” within Exhibit A to the Conservation Restriction given by LR Properties, LLC to the Town of Ayer, acting by and through its Conservation Commission, dated September 14, 2020, recorded with said Registry of Deeds in Book 75823, Page 340, which area may be used for an infiltration basin, sediment forebay, drainage channel, stormwater management pipes, stormwater pipe ends with flared ends and/or riprap at the discharge points, infiltration basin spillway, outlet control structures and similar stormwater management features. The easement rights within Drainage Easement B also include the right to construct, install, use, maintain, repair, and replace drainage structures of all types, including, without limitation, drainage channels, sediment forebays and infiltration basins and to drain surface and subsurface waters therein for the benefit of the subdivision Lots 1 through 19 and subdivision way, Curley Circle, as described in Section C.1. of said Conservation Restriction.

Said easement being a portion of the premises conveyed to DECA Corp, as Trustee of said the John Carroll Reserve Trust by deed dated February 25, 2021 and recorded with said Registry of Deeds at Book 77064, Page 495.

Said Drainage Easement A and/or Said Drainage Easement B may sometime hereinafter be referred to as “Drainage Easement” or “Drainage Easements” or “Drainage Easement Areas.” Reference is hereby made to said Plan and said Conservation Restriction for a more particular description of said Drainage Easement Areas. Said Lots 10 and 11, and said Open Space Parcel, are subject to the Drainage Easements, and the Drainage Easements are for the benefit of the owners and inhabitants of the Subdivision and for the protection of public health, safety and welfare through the proper control of drainage within the Subdivision, and may be used by the Town of Ayer and/or the John Carroll Reserve Trust for all purposes for which stormwater drainage easements are commonly used in the Town of Ayer including but not limited to the inspection, installation, maintenance, repair and replacement of drainage features, grading, plantings, structures, infrastructure, fixtures or improvements. The Grantor and its successors and assigns shall not install any permanent structure or improvement, nor plant any trees within said Drainage Easement Areas which would impair or adversely affect the use of such Drainage Easement Areas for drainage purposes or impair any rights described herein.

Executed under seal this ____ day of February, 2024.

DECA Corp.

By: _____
Peter DeCarolis, President & Treasurer

Trustee of said the John Carroll Reserve Trust
DECA Corp.

By: _____
Peter DeCarolis, President & Treasurer

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

February ____, 2024

Then personally appeared before me, the undersigned notary public, Peter DeCarolis, as President and Treasurer of Deca Corp. and individually, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, on behalf of the Deca Corp., as aforesaid.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

February ____, 2024

Then personally appeared before me, the undersigned notary public, Peter DeCarolis, as President and Treasurer of Deca Corp. and individually, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, on behalf of the Deca Corp. as Trustee of the John Carroll Reserve Trust, as aforesaid.

Notary Public
My Commission Expires:

ACCEPTANCE OF EASEMENT DEED

On this 6th day of February 6, 2024, the Town of Ayer, acting by and through its Select Board, pursuant to the vote taken under Article 5 of the October 23, 2023 Special Town Meeting, a certified copy of which is attached hereto, hereby accepts, for public way purposes, the public way easement in and to Curley Circle.

TOWN OF AYER,
By its Select Board

Scott A. Houde, Chair

Jannice L. Livingston, Vice Chair

Shaun C. Copeland, Clerk

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 6th day of February, 2024, before me, the undersigned notary public, personally appeared _____, member of the Ayer Select Board, as aforesaid, proved to me through satisfactory evidence of identification which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose on behalf of the Town of Ayer.

Notary Public
My Commission Expires:



ARTICLE 5: STREET ACCEPTANCE: CURLEY CIRCLE

To see if the Town will vote to accept the layout of Curley Circle as a public way, the metes and bounds of which are on file in the Office of the Town Clerk as previously laid out by the Select Board, and to authorize the Select Board to acquire by gift, purchase or eminent domain, a fee interest or easement in such public way and any and all easements related thereto, and further, to authorize the Select Board to enter into all agreements and take all related actions necessary or appropriate to carry out this acquisition, on such terms and conditions as the Select Board deems appropriate; or take any action thereon or in relation thereto.

Sponsor: Select Board

Planning Board: Recommends

Simple Majority Vote

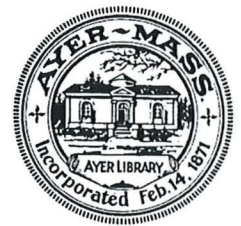
Explanatory Note: This Article would accept Curley Circle as a public way in the Town. The metes and bounds of the street to be accepted are shown on plans on file in the Office of the Town Clerk and are available on the Town's website at www.ayer.ma.us/townmeeting. Presentation to be made at Town Meeting.

J. Livingston: I move that the Town vote to accept the layout of Curley Circle as a public way as printed in the Warrant and read by the Moderator. Seconded from stage. Presentation from Dan Van Schalkwyk, DPW Director. No discussion. Article passed unanimously.

A TRUE COPY ATTEST

TOWN CLERK

Office of the Select Board
Office of the Town Manager



Town of Ayer | Ayer Town Hall | 1 Main Street | Ayer, MA 01432 | 978-772-8220 | www.ayer.ma.us

MEMORANDUM

DATE: February 2, 2024

TO: Ayer Select Board

FROM: Robert A. Pontbriand, Town Manager

SUBJECT: Proposal for Acquisition of 71 Sandy Pond Road

Dear Honorable Select Board Members,

At the meeting on February 6, 2024, I will be joined by the DPW Director to make a brief presentation and to facilitate a discussion with the Select Board regarding the proposal for the Town to acquire the property at 71 Sandy Pond Road for the future development by the Town as a parks and recreation asset to further enhance the Sandy Pond Beachfront and for the benefit of the Town. 71 Sandy Pond Road is a 2.3-acre property located diagonally across from the Sandy Pond Beachfront on Sandy Pond Road (See attached property card).

As the Select Board is aware, an opportunity to acquire 71 Sandy Pond Road from a private developer recently presented itself. The private developer has plans to construct two residential duplexes on the property but is willing to sell the property to the Town of Ayer for \$700,000 with the contingencies of demolishing and removing all structures on the property and leveling the property to grade; and subject to approval by the Annual Town Meeting on April 22, 2024. Attached for your review is a cost analysis for the private development of 71 Sandy Pond Road prepared by the Building Commissioner to demonstrate the private value of the site (See attached).

The Select Board authorized the Town Manager and Town Counsel to negotiate and develop a Purchase and Sales Agreement for the property in the amount of \$700,000 which was approved by the Select Board and executed with the private developer subject to approval by Town Meeting (See attached purchase and sale agreement).

If approved by Town Meeting, the Town would pay \$700,000 for the property of which \$350,000 would come from Community Preservation Act Funds for Open Space and Recreation and the other \$350,000 would come from either Town UDAG Funds; Town ARPA Funds; or other Town sources to be determined by the Select Board. Please note that no funding will be authorized or issued without Town Meeting approval.

It is important to note that this is an opportunity for the Town to acquire this important property that is directly across from the Town Beach, as well as in the project zone for the Sandy Pond Road Complete Streets Project and Safer Streets initiative for the purposes of further developing the Town's parks and recreation assets to include potentially some parking; a park; a playground; a pavilion; some parks storage; and endless other potential public ideas for the benefit of the Town. **It must be stressed that there is no definitive plan for this property at this time and the future of the property if acquired by the Town would be the result of a specific public process.** Additionally, this property would not be used as a future site for the Senior Center as the property does not meet the requirements for that project.

The first step in this proposal would be for Town Meeting to determine if the Town should acquire this private property for \$700,000 per the terms of the Purchase and Sale Agreement. If Town Meeting votes in the affirmative, then the Town will acquire the property and will then proceed with developing the appropriate public process regarding the future of the site. If Town Meeting does not authorize the purchase of the property, then the private property developer will proceed with his plans to develop the site with two residential duplexes.

At the meeting on February 6, 2024, we would like to discuss further with the Select Board the conceptual possibilities for the site; the funding plan for the proposal in terms of the non-CPC fund portion; and next steps leading up to and including Town Meeting on April 22, 2024.

Attached for your review and to facilitate the conceptual discussion, are some conceptual images developed by the DPW Engineering Division. These are just general concepts for the purpose of illustrating some potential concepts and ideas for further discussion. Again, there are no preconceived plans for this property at this time but given its proximity to the Town Beach, it represents an opportunity to further enhance the Town's parks and recreation assets and where land is at a premium in Ayer, a unique opportunity to secure the property for future public use by the Town.

Thank you.

Attachments(s): Property Card for 71 Sandy Pond Road
 Cost Analysis for 71 Sandy Pond Road by the Building Commissioner
 Purchase and Sale Agreement for 71 Sandy Pond Road
 Presentation of Conceptual Plans for 71 Sandy Pond Road for February 6, 2024



Situs : 71 SANDY POND ROAD

Map ID: 019/029.0-0000-0001.0

Map: 029.0 Block: 0000 Lot: 0001.0

Card: 1 of 1

Printed: February 2, 2024

CURRENT OWNER
 NORTH COUNTRY DEVELOPERS LLC
 71 SANDY POND ROAD
 AYER MA 01432

GENERAL INFORMATION

Tax Class	TAXABLE	Price	301,000	Road Type	TWO-WAY
NBHD	200.00	Sale Date	05/25/23	Road Condition	PAVED
Class	104	Type	Land & Bldgs	Traffic	LIGHT
Calc'd	2.29	Validity	No-Foreclosure	Water	PUBLIC SYS
Acres		Grantor	SANTANDER BANK	Sewer	SEWER
		Book/Page	81572 / 347		

Land Information

Seg	Type	Code	NBHD	Zone	Method	Sq Ft	Acres	Infl Fact	Infl %	Value	Sup?	Class
1	P	104	200.00	A2	A	43560	1			177,300	N	R
2	U	104	200.00	A2	A	56192	1.29			4,128	N	R

Assessment Information

	Assessed	Cost	Income	Market
Current Land	181,400	181,400	0	0
Current Building	267,500	267,500	0	267,500
Current Total	448,900	448,900	0	267,500
Current Net Assessment	448,900			
Prior Year Land	181,400	181,400	0	0
Prior Year Building	246,100	246,100	0	246,100
Prior Year Total	427,500	427,500	0	246,100
Prior Year Net Assessment	427,500			

Entrance Information

Date	ID	Entry Code	Source
04-SEP-12	RRC	Exterior-Only	None
01-JUN-00	RAC	Exterior-Only	

Outbuilding Data

Type	Size 1	Size 2	Area	Qty	Yr Blt	Grade	Condition	Value
Garage-1s	640 x 1		640	1	2010	C	5	23,220

Situs : 71 SANDY POND ROAD

Parcel Id: 019/029.0-0000-0001.0

Class: TWO-FAMILY

Card: 1 of 1

Printed: February 2, 2024

Dwelling Information

Style	Conventional	Year Built	1940
Story height	1	Eff Year Built	1988
Attic	No	Roof	HIP
Exterior Walls	Other	Foundation	CONCRETE
Masonry Trim		SFLA	1928

Basement

Basement	Full	# Car Bsmt Gar	
Bsmt Area	1928	Bsmt Grade	
Fin Bsmt Area	964	Fin Bsmt Grade	
BSMT RecRm Area:			

Heating & Cooling

Heating/AC	Hot Water - Ac
Fuel Type	Oil
System Type	

Fireplaces

Fireplaces

Room Detail

Bedrooms	3	Full Baths	2
Total Rooms	6	Half Baths	
Custom Feat 1	-	Extra Fixtures	1
# of Custom Feat 1		Kitchen Quality	TYPICAL
Custom Feat 2	-	Bath Quality	TYPICAL
# of Custom Feat 2			

Adjustments

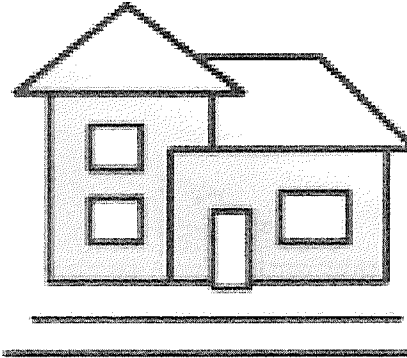
Int vs Ext	Average	Unfinished Area	
		Occupancy	2

Grade & Depreciation

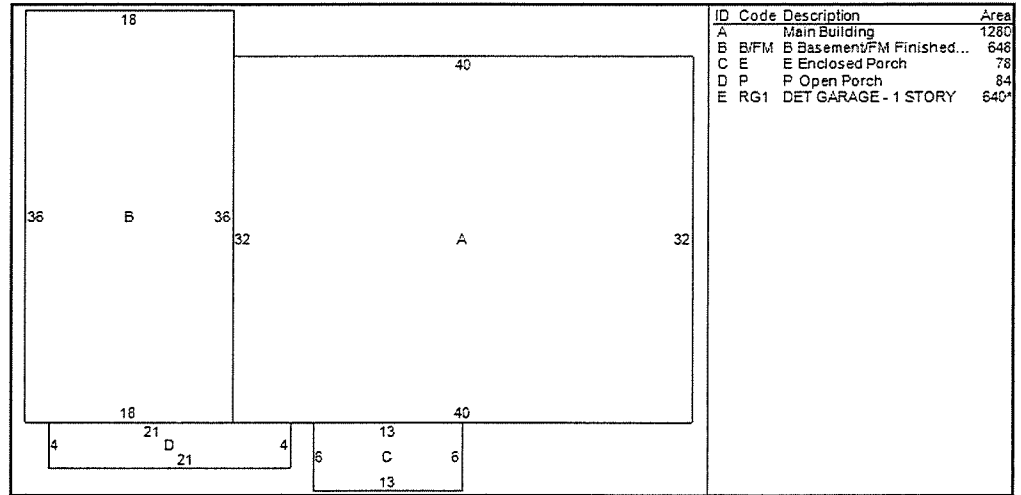
Grade	C	Market Adj	
Condition	Average	Functional	
CDU	AVERAGE	Economic	
Cost & Design	0	% Good Ovr	
% Complete		RCNLD	210570

Dwelling Computations

% Good	58	Economic	
% Good Override		% Complete	
Functional		C&D Factor	



Sorry, no photo available for this record


Permits

Num	Date	ID	Amount	Type	Description	% Complete	Open/Closed	Inspection	Completed	Fee
147	27-JUL-04	78925	2,000	MN	STRIP AND RE-ROOF					
174	03-DEC-02	78925	200	MN	INSTALL WOOD STOVE					
173	03-DEC-02	78925	200	MN	INST 5 REPLACE WINDO					



ZONING/BUILDING DEPARTMENT

Town of Ayer
TOWN HALL 1 MAIN ST. AYER, MASSACHUSETTS. 01432
978-772-8214

CHARLES R. SHULTZ, JR.
BUILDING COMMISSIONER/ZONING ENFORCEMENT

January 31, 2024

Cost analysis for 71 Sandy Pond Road.

For comparison I am using the last 3 sales for 2 families/condos that most accurately mimic 71 Sandy Pond Rd. 128 and 130 Washington is the exact scenario as 71 sandy pond rd., the Builder purchased a home and after demolishing it was able to build 2 two-family homes by zoning. 1 and 5 Marshall St. were purchased as 2 individual lots where 2 two-family homes were permitted by zoning. The Shaker Pond two-family was part of an OSRD.

Cost/Profit Analysis

128 A&B and 130 A&B Washington Street.

Sale date: July 3, 2022

Purchase price (land and demo cost): 340k@ 4 (units) = 85k per unit

Price to construct each unit: + 300k
Total cost: 385k

Sale price: 589k
Real Estate Commission/Closing Cost: - 30k
Total to Builder 559k
Investment: - 385k
Profit per unit: 164k

1-3 and 5-7 Marshall Street.

Sale date: March 13, 2023

Purchase price (land): 70k
Price to construct each unit: + 267k
Total cost: 337k

Sale price: 545k
Real Estate Commission/Closing Cost: - 28k
Total to Builder 517k
Investment: - 337k
Profit per unit: 180k

19 and 21 Shaker Pond Rd.

Sale date: June 22, 2023

Purchase price (land & road cost):	110k
Price to construct each unit:	<u>+ 267k</u>
Total cost:	377k
Sale price:	610k
Real Estate Commission/Closing Cost:	<u>- 34k</u>
Total to Builder	576k
Investment:	<u>- 377k</u>
Profit per unit:	199k

All numbers used for this cost analysis came from public records. (Building Permits, Assessors Records and real estate transactions.)

The property is being offered at 700k, the investor has 360k invested. That leaves 240k as profit or 60k per unit.

The average of the 5, two-families in the cost analysis is 181k per unit.

PURCHASE AND SALE AGREEMENT

1. **Information and Definitions**

(a) **DATE OF AGREEMENT:** January 2, 2024

(b) **PREMISES:** A parcel of land, with all improvements thereon, located at 71 Sandy Pond Road, Ayer, containing 2.29 acres, more or less, being Tax ID Map 29-0-1, and described in a deed recorded with the Middlesex South District Registry of Deeds in Book 81572, Page 347

(c) **SELLER:** **North Country Developers LLC**

Address: 186 Littleton Road, Ayer, MA 01423

Seller's Attorney: Peter E. Knox, Esq., Commonwealth Legal Associates, P.C., 280 Great Road, Shirley, MA 01464

Phone: (978) 425-0340 **Fax:** (978) 425-4072

Email: attyknox@comcast.net

(d) **BUYER:** **Town of Ayer**

Address: Ayer Town Hall, 1 Main Street, Ayer, MA 01432

Buyer's Attorney: Katharine Lord Klein, Esq., KP Law, P.C., 101 Arch Street, Boston, MA 02110

Phone: (617) 654-1834 **Fax:** (617) 654-1735

Email: kklein@k-plaw.com

(e) **PURCHASE PRICE:** The total purchase price for the Premises is Seven Hundred Thousand Dollars (\$700,000.00), which is to be paid (subject to adjustments) at the time of delivery of the deed by certified, Town Treasurer's check, bank check or by wire transfer, at BUYER's discretion.

(g) **CLOSING DATE:** Sixty (60) days from satisfaction of the conditions precedent listed at Section 14, at 10:00 a.m.. Time is of the essence.

(h) PLACE: Middlesex South District Registry of Deeds, or a closing by mail, at BUYER's election.

(i) TITLE: Quitclaim Deed.

2. Covenant. SELLER agrees to sell and BUYER agrees to buy the Premises upon the terms hereinafter set forth.

3. Buildings, Structures, Improvements, Fixtures. The Premises will consist of vacant land, after Seller's demolition and removal of the improvements thereon, in accordance with Section 14(c) of this Agreement.

4. Title Deed. Said Premises are to be conveyed by a good and sufficient quitclaim deed running to BUYER, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

- (a) provisions of existing building and zoning laws;
- (b) such taxes for the then current year as are not due and payable on the date of the delivery of such deed, except as provided in Section 13;
- (c) any liens for municipal betterments assessed after the date of this Agreement; any betterments assessed before the date of this Agreement shall be paid by SELLER in full; and
- (d) easements, restrictions and/or reservations of record, if any, provided the same do not interfere with access to or use of the Premises for conservation and active recreation purposes.

5. Deed; Plans. SELLER shall prepare the deed. If said deed refers to a plan necessary to be recorded therewith, SELLER shall, at its sole cost and expense, prepare a survey plan acceptable to BUYER and adequate for registration.

6. Registered Title. In addition to the foregoing, if the title to said Premises is registered, said deed shall be in a form sufficient to entitle BUYER to a Certificate of Title of said Premises, and SELLER shall deliver with said deed all instruments, if any, necessary to enable BUYER to obtain such Certificate of Title.

7. Possession and Control of Premises. Full possession of said Premises, free of all tenants and occupants, is to be delivered at the time of the delivery of the deed, said Premises to be then: (a) in the same condition as they now are, reasonable use and wear thereof excepted (subject to Section 14(c) hereof), (b) not in violation of building and zoning laws, and (c) in compliance with provisions of Section 4 hereof. BUYER shall be entitled to inspect said Premises personally prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.

8. Extension to Perfect Title or Make Premises Conform. If SELLER shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if at the time of the delivery of the deed the Premises do not conform with the provisions hereof, then SELLER shall use reasonable efforts to remove any defects in title, or to

deliver possession as provided herein, or to make the said Premises conform to the provisions hereof, as the case may be, and thereupon the time for performance hereof shall be extended for a period of up to thirty (30) calendar days.

9. Failure to Perfect Title or Make Premises Conform. If at the expiration of the extended time SELLER shall have failed so to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, or if at any time during the period of this Agreement or any extension thereof, the holder of a mortgage on said Premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

10. Buyer's Election to Accept Title. BUYER shall have the election, at either the original or any extended time for performance, to accept such title as SELLER can deliver to the said Premises in their then condition and to pay therefore the purchase price, without deduction, in which case SELLER shall convey such title.

11. Acceptance of Deed. The acceptance of a deed by BUYER, or its assignee or nominee, as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

12. Use of Money to Clear Title. To enable SELLER to make conveyance as herein provided, SELLER may, at the time of delivery of this deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed, or, for institutional mortgages only, within a reasonable time thereafter in accordance with customary Massachusetts conveyancing practices.

13. Adjustments. Taxes on the Property for the then-current fiscal year shall be apportioned as follows: if taxes are outstanding as of the closing date, taxes will be apportioned as of the closing date in accordance with G.L. c. 59, §72A; if, however, SELLER has paid taxes through and past the closing date, such payments shall not be refunded, it being acknowledged that BUYER has no funds to refund SELLER for such taxes paid and BUYER, being tax exempt, has no obligation to pay taxes upon acquisition of the Premises.

14. Buyer's Contingencies. BUYER's obligation to perform under this Agreement is subject to the following conditions, at BUYER's option:

- (a) Ayer Town Meeting shall have approved the acquisition of the Premises on the terms set forth herein and appropriated the purchase price therefor;
- (b) Compliance with the provisions of G.L. c.30B (the Uniform Procurement Act) for acquisition of real property, if applicable;

- (c) SELLER shall have demolished and removed the building(s) at the Premises, leveled the ground, and loamed and seeded the Premises;
- (d) SELLER shall have waived any rights SELLER may have to relocation benefits under the provisions of G.L. c. 79A, and SELLER shall sign and shall have obtained waivers of relocation benefits under G.L. c. 79A and CMR 27.03 from all tenants or occupants, if any, of the Premises or any portion thereof. SELLER shall represent and warrant in writing at closing that all such waivers have been provided as to all occupants. SELLER shall defend, indemnify and hold harmless BUYER as to any claim for relocation benefits brought against BUYER by any tenant or occupant of the Premises and pay any costs incurred by BUYER resulting from any such claim. The provisions of this paragraph shall survive the delivery of the deed;
- (e) BUYER shall have inspected the condition of the Premises, including the demolition and removal of the buildings, pursuant to Section 14(c), and SELLER's title to the Premises, and be satisfied with the same, in its sole and absolute discretion, notwithstanding anything herein to the contrary; and
- (f) Compliance by BUYER and SELLER with any other requirements of Massachusetts General or Special Laws or regulations relative to the acquisition of real property by the BUYER, and BUYER and SELLER agree to diligently pursue full compliance with said laws and regulations.

Provided, however, that if any of the conditions are not satisfied by the Closing Date, BUYER shall have the right to extend the closing for up to sixty (60) days by giving SELLER written notice thereof prior to the Closing Date, and shall inform SELLER of the new closing date at least seven (7) days prior to the Closing.

15. Title to Premises. Notwithstanding anything herein contained, the Premises shall not be considered to be in compliance with the provisions of this Agreement with respect to title unless: (a) no building, structure or improvement of any kind belonging to any person or entity encroaches upon or under the Premises from other premises; (b) title to the Premises is insurable, for the benefit of BUYER, by a title insurance company acceptable to BUYER, in a fee owner's policy of title insurance at normal premium rates, in the American Land Title Association form currently in use; (c) all structures and improvements and all means of access to the Premises shall not encroach upon or under any property not within the lot lines of the Premises; and (d) the Premises abut a public way, duly laid out or accepted as such by the municipality in which the Premises are located, or the Premises have an express access and utility easement leading from the Premises to a public way on terms acceptable to BUYER, in its discretion.

16. Affidavits, etc. Simultaneously with the delivery of the deed, SELLER shall execute and deliver: (a) affidavits and indemnities under oath with respect to parties in possession and mechanic's liens to induce BUYER's title insurance company to issue lender's and owner's policies of title insurance without exception for those matters, and SELLER shall indemnify and hold harmless the title insurance company for any losses, costs, or damages sustained as a result of issuing a policy without exceptions covered by such representations; (b) an affidavit, satisfying the requirements of Section 1445 of the Internal Revenue Code and

regulations issued thereunder, which states, under penalty of perjury, SELLER's United States taxpayer identification number, that SELLER is not a foreign person, and SELLER's address (the "1445 Affidavit"); (c) Internal Revenue Service Form W-8 or Form W-9, as applicable, with SELLER's tax identification number, and an affidavit furnishing the information required for the filing of Form 1099S with the Internal Revenue Services and stating SELLER is not subject to back-up withholding; (d) an updated certification of the warranties and representations contained herein; (e) a Disclosure of Beneficial Interest form, as required under G.L. c.7C, §38; (f) a waiver of relocation assistance under G.L. c.79A; and (g) such additional and further instruments and documents as may be consistent with this Agreement and customarily and reasonably required by BUYER and/or BUYER's title insurance company to complete the transactions described in this Agreement.

17. Title Standards. Any matter or practice arising under or relating to this Agreement which is the subject of a title standard or a practice standard of the Real Estate Bar Association for Massachusetts at the time for delivery of the deed shall be covered by said title standard or practice standard to the extent applicable.

18. Representations. SELLER represents to the best of SELLER's knowledge to BUYER, effective as of the date of this Agreement and also effective as of the date of closing (subject to any subsequent notice from SELLER as hereinafter set forth), that:

- (a) SELLER holds good and clear, record and marketable title to the Premises in fee simple subject to exceptions of record;
- (b) SELLER has not granted or entered into any options, rights of first refusal, or other contracts which give any other party a right to purchase or acquire any interest in the Premises;
- (c) SELLER has not entered into leases, licenses, or other occupancy agreements (whether written or oral) in effect with respect to any part of the Premises;
- (d) SELLER's execution of this Agreement does not violate any other contracts, agreements, or any other arrangements of any nature whatsoever that SELLER has with third parties that could affect the Premises;
- (e) SELLER has the right, power and authority to enter into this Agreement and to sell the Premises in accordance with the terms and conditions hereof. This Agreement, when executed and delivered by SELLER, will be a valid and binding obligation of SELLER in accordance with its terms;
- (f) SELLER is not a party to any litigation affecting the Premises, and SELLER knows of no litigation or threatened litigation affecting the Premises, or affecting SELLER, or any basis for any such litigation, which would either enjoin SELLER's performance under this Agreement or adversely impact the Premises;

- (g) To the best of SELER's knowledge: (i) no Hazardous Waste (defined in Section 19) has been generated, released, or disposed of at or from the Premises; (ii) there has been no release of any Hazardous Waste from the Premises; (iii) there are no underground storage tanks or other subsurface facilities currently in use or previously abandoned on the Premises, and (iv) chlordane has not been used as a pesticide on the Premises. Nothing herein shall affect BUYER's right to terminate this Agreement under the provisions of Section 19;
- (h) SELLER has not received written notice from any governmental authority or agency having jurisdiction over the Premises of any environmental contamination, or the existence or release of any Hazardous Waste (defined in Section 19), at or near the Premises; and
- (i) No petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or State bankruptcy laws is pending against or contemplated by SELLER.

SELLER will not cause nor, to the best of SELLER's ability, permit any action to be taken which would cause any of SELLER's representations or warranties to be false as of closing, and in any event shall notify BUYER promptly of any change in these representations and warranties. SELLER shall confirm these representations and warranties at closing, which will survive the same.

19. Inspection Rights. BUYER and its agents, employees, consultants, contractors or licensees shall have the right, upon at least twenty-four (24) hours' prior notice to SELLER, which notice may be oral notice, to enter the Premises at BUYER's own risk for the purposes of conducting such inspections, surveys, tests and analysis as BUYER deems advisable, including, without limitation, environmental site assessments. In accomplishing BUYER's inspection of the Premises to determine evidence of oil, hazardous waste or hazardous materials, BUYER, at BUYER's expense, may accomplish a transaction screening environmental study. SELLER or its agents may choose to accompany BUYER and/or BUYER's agents. BUYER shall, as soon as practicable, restore the Premises to substantially the same condition as prior to such entry if the closing does not occur. BUYER'S performance hereunder is expressly conditional, at BUYER's option, upon BUYER being satisfied with the condition of the Premises, including, without limitation, on not having found on the Premises any oil, hazardous waste or hazardous materials, as such terms are used in G.L. c.21E and any applicable federal and/or state laws, rules, and regulations ("Hazardous Waste"). In the event Hazardous Waste is found, or the BUYER is not satisfied with the condition of the Premises, BUYER shall have the right, to be exercised in its sole and absolute discretion, to terminate this Agreement, whereupon all the rights and obligations of the parties shall cease except those that are stated herein to survive such termination. Nothing herein shall affect BUYER's rights under this Agreement to walk through and inspect the Premises at any time prior to the delivery of the deed.

20. Brokers. BUYER and SELLER each represent and warrant to the other that each has not contacted any real estate broker in connection with this transaction, and BUYER and SELLER agree, to the extent permitted by law, to defend, indemnify each other against and hold

the other harmless from any claim, loss, damage, costs or liabilities for any brokerage commission or fee which may be asserted against BUYER or SELLER by any broker in connection with this transaction. The provisions of this Section shall survive delivery of the deed.

21. Closing. The deed and other documents required by this Agreement are to be delivered and the Purchase Price, less the permitted adjustments, paid at the Date and Time of Closing and at the Place of Closing. All documents and funds are to be delivered in escrow subject to prompt rundown of title and recording, which term shall include registration in the case of registered land. BUYER's proceeds may be in the form of a Town Treasurer's check, and the check shall be held in escrow by BUYER's attorney who shall release the check to SELLER only following the recording of the deed.

22. Condition of Premises at Closing. SELLER agrees to deliver the Premises in a condition substantially similar to their condition on the date of this Agreement, removing all improvements, in accordance with Section 14(c) and all of SELLER's personal property therefrom which is not being sold to BUYER, or left for its benefit, as consented to by it.

23. Taking; Casualty. Notwithstanding anything herein to the contrary, in the event of a taking of all or part of the Premises or access thereto by eminent domain by any entity other than BUYER, or in the event that the Premises are damaged or destroyed by fire, vandalism or other casualty, the BUYER may, at its sole option, terminate this Agreement without recourse. All risk of loss shall stay with the SELLER until the recording of the deed.

24. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and signed by the party or the party's attorney or agent and shall be deemed to have been given: (a) when delivered by hand, or (b) when sent by Federal Express or other similar courier service, or (c) when mailed by certified mail, return receipt requested, or (d) upon electronic transmission (e-mail, provided that any e-mail sent after 5:00 p.m. on a business day shall be deemed received on the following business day), to the party's attorney at the addresses set forth in Section 1.

25. Extensions. BUYER and SELLER hereby authorize their respective attorneys (as the case may be) to execute on their behalf any extensions to the time for performance and any change of location and/or time for delivery of the deed. BUYER and SELLER shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge before the execution or other consent to such extensions, that either party has disclaimed the authority granted herein to bind them. For purposes of this Agreement, facsimile and scanned signatures shall be construed as original.

26. Errors. If any errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the parties (or would have been included if not for any such error or omission) and notice thereof is given within six (6) months of the date of delivery of the deed to the party to be charged, then such party agrees to make payment to correct the error or omission. The provisions of this Section shall survive the closing and delivery of the deed.

27. Construction of Agreement. This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both SELLER and BUYER. If two or more persons are named herein as SELLER, their obligations hereunder shall be joint and several. Any claims arising under this Agreement shall be brought in the courts of the Commonwealth of Massachusetts.

28. Captions. The captions and headings throughout this Agreement are for convenience of reference only and the words contained therein shall in no way be held or deemed to define, limit, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of, or the scope or intent of this Agreement, nor in any way affect this Agreement, and shall have no legal effect.

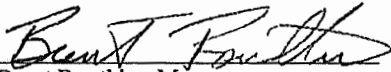
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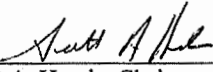
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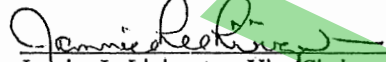
In Witness Whereof, the parties hereto sign this Agreement under seal as of this 2nd day of January, 2024.

SELLER:
NORTH COUNTRY DEVELOPERS LLC

BUYER: TOWN OF AYER,
By its Select Board

By: 
Brent Routhier, Manager


Scott A. Houde, Chair


Jannice L. Livingston, Vice Chair


Shaun C. Copeland, Clerk

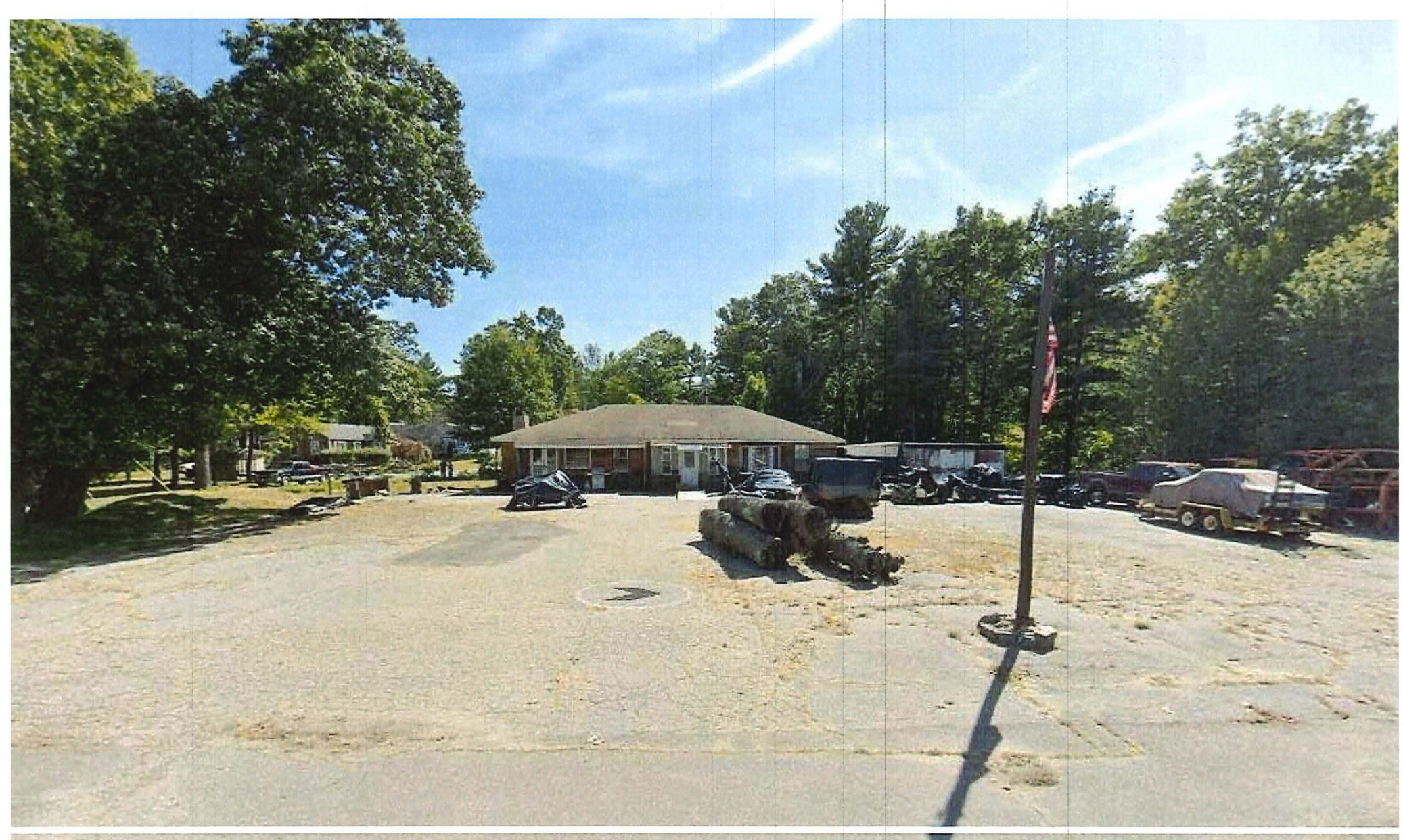
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71 Sandy Pond Road

February 6th, 2024



71 Sandy Pond Road



71 Sandy Pond Road



Proposed Duplexes



Conceptual Plan 1



Conceptual Plan 2

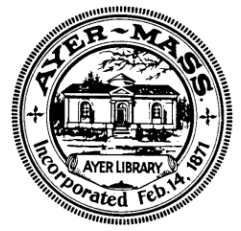


Conceptual Plan 3



Conceptual Plan 4

Office of the Select Board
Office of the Town Manager



Town of Ayer | Ayer Town Hall | 1 Main Street | Ayer, MA 01432 | 978-772-8220 | www.ayer.ma.us

MEMORANDUM

DATE: February 2, 2024

TO: Ayer Select Board

FROM: Robert A. Pontbriand
Town Manager

SUBJECT: Town Manager's Report for the February 6, 2024 Ayer Select Board Meeting

Dear Honorable Select Board Members,

I am pleased to transmit to you the following Town Manager's Report for the February 6, 2024 Select Board Meeting. If you have any questions prior to the meeting, please do not hesitate to contact me directly. Thank you.

Administrative Update/Review of Town Warrants:

- At the meeting I will provide a brief administrative update on the various activities, initiatives, and projects of the Town since the Select Board last met on January 16, 2024.
- The following Town Warrants have been reviewed, approved, and signed since the Select Board last met on January 16, 2024:

Accounts Payable Warrant #24-14 in the amount of \$1,388,443.75 was reviewed, approved, and signed on January 16, 2024.

Payroll Warrant #24-15 in the amount of \$435,541.33 was reviewed, approved, and signed on January 23, 2024.

Accounts Payable Warrant #24-15 in the amount of \$625,065.86 was reviewed, approved, and signed on January 30, 2024.

FY 2025 Budget Process Update:

- At the meeting I will provide a brief update on the FY 2025 Budget Process since the successful Public Budget Forum on January 17, 2024. The Town is currently developing DRAFT #2 of the FY 2025 Budget which we plan to provide to the Select Board and Finc Com by the end of February with a brief overview/presentation at the February 20, 2024 Select Board Meeting.
- As the Select Board is aware, all information and materials related to the development of the FY 2025 Budget can be found on the Town's website on the FY 2025 Budget page at www.ayer.ma.us/budget with hard copies of materials available upon request from the Town Manager's Office during normal business hours.

- On February 1, 2024, the Nashoba Valley Technical High School released its FY 2025 Budget and Town Assessments at their annual Local Officials Budget Breakfast, which was attended by Selectman Livingston, the Town Manager, the Finance Manager, the Chair and the Clerk of the Ayer Finance Committee. The presentation can be found on the FY 2025 Budget page on the Town's website. The FY 2025 Town Assessment for Ayer is \$1,074,675 which is \$61,955 lower than the FY 2024 Assessment due to the decrease of six (6) students from Ayer at the NVTHS. Superintendent, Dr. Denise Pigeon will be presenting the FY 2025 Budget and Assessment to the Ayer Finance Committee at their next meeting on February 15, 2024 at 6pm.
- The Ayer Shirley Regional School District met with the Ayer Finance Committee back on January 18, 2024 and will be presenting their FY 2025 Budget and Assessment at the Select Board Meeting on February 6, 2024.
- The Town Manager and Finance Manager continue to meet with Town Departments to review their proposed FY 2025 Budgets. I will continue to keep the Select Board and Finance Committee updated as we move through the Budget Process. At the meeting, I will be happy to answer any questions the Select Board may have.

March 2024 Meeting Schedule:

- As discussed at the January 16, 2024 Select Board Meeting, the Select Board will need to select a different date for the March 5, 2024 Select Board Meeting due to the Massachusetts Presidential Primary Election taking place that day at Town Hall. Per the Secretary of State's Office, there should be no public meetings held at a polling place during voting.

KENO Monitor Request – The Vineyard, 63 Park Stret, Ayer:

- Please see attached request to add a KENO monitor at The Vineyard, located at 63 Park Street (see attached). The Vineyard has the capability to process KENO tickets now, this request is to install a monitor. This request has been vetted by all relevant departments and there are no issues.

2024 Seasonal Population Estimate – Alcoholic Beverages Control Commission:

- As is customary every year the ABCC asks each City and Town to estimate any population increase foreseen for the upcoming summer season, as it would have an effect on the number of eligible liquor licenses. This primarily impacts coastal cities and towns. Please see the attached documentation which shows a 0% increase in our population (see attached). The Town Clerk's Office has verified this information.

Update on Status of Nashoba Valley Medical Center:

- At the meeting I will provide a brief update on the Status of the Nashoba Valley Medical Center given recent media reports. Currently, Dr. Salvatore Perla, President of Nashoba Valley Medical Center has indicated that despite recent media reports, there are no immediate plans to close or sell the Nashoba Valley Medical Center. Additionally, our State Delegation (Senator Eldridge and Representative Sena) are aware of the situation and Senator Eldridge has been in contact with the Governor's Office and is awaiting a response.
- The Town Manager's Office has received several calls from residents concerned about the future of the hospital and some have reached out to Senator Eldridge as well. Frustratingly, there has been no specific information provided to date by Steward Medical out of Boston with respect to the future status of Nashoba Valley Medical Center. As the Select Board is aware, if there was an effort to close or sell the Nashoba Valley Medical Center, under State Law there is a detailed public process which would be overseen by the Department of Public Health. There has been no specific information to date that this is going to happen at

this time or that this process has been initiated. We continue to actively monitor the situation and will keep the Select Board and Town updated.

- Enclosed is a news article written by *The Harvard Press* on February 2, 2024 focused on local reactions to the latest news about Steward Medical and the future of the Nashoba Valley Medical Center. Various local representatives were contacted and interviewed (including the Town Manager) regarding initial reactions and concerns (see attached).
- At the meeting, the Select Board may want to discuss and consider authorizing a letter from the Select Board to Steward Medical (owner of Nashoba Valley Medical Center) expressing the vital importance of the Nashoba Valley Medical Center to the Town of Ayer and the Nashoba Valley Region in terms of access to health care as well as the importance of emergency services and outpatient services to many who do not have transportation to travel significant distances for care. Additionally, Nashoba Valley Medical Center is the Town's second largest employer and after quality health care, the economic importance of the hospital is significant for Ayer and the Region. A letter from the Select Board in support of the Nashoba Valley Medical Center remaining open and operational would be an important action item to consider at the meeting.

Thank you.

Attachments: KENO Monitor Request for the Vineyard

2024 Seasonal Population Estimate – Alcoholic Beverages Control Commission

Article from "The Harvard Press" February 2, 2024 Re: Nashoba Valley Medical Center



Massachusetts State Lottery Commission

DEBORAH B. GOLDBERG
Treasurer and Receiver General

MARK WILLIAM BRACKEN
Executive Director

January 12, 2024

Ayer Board of Selectmen
22 Fitchburg Road
Ayer, MA 1432

Dear Sir/Madam:

The Massachusetts State Lottery is offering a KENO monitor to existing KENO To Go agent/s in your city/town, to display the game at their location. In accordance with M.G.L. c 10, section 27A, as amended, you are hereby notified of the Lottery's intent to install a monitor at the following location/s in your community:

***Vineyard
63 Park St
Ayer, MA***

If you object to these agent(s) receiving a monitor, you must do so, in writing, within twenty-one (21) days of receipt of this letter. If applicable, please address your written objection to the Massachusetts State Lottery Commission, Legal Department, 150 Mount Vernon Street, Dorchester, MA 02125 and send via email to Leslie Zella at lzella@masslottery.com or by mail. Should you have any questions regarding this program or any other issues relative to the Lottery, please call the Lottery's General Counsel, Greg Polin, at 781-917-6057 or via email at gpolin@masslottery.com. We look forward to working with you as the Lottery continues its efforts to support the 351 cities and towns of the Commonwealth.

Sincerely,

Karen Harvey
Licensing Manager

sccopeland@ayer.ma.us; shoude@ayer.ma.us

400414 Vineyard



Supporting the 351 Cities and Towns of Massachusetts

COMMONWEALTH OF MASSACHUSETTS
ALCOHOLIC BEVERAGES CONTROL COMMISSION

95 Fourth Street, Suite 3, Chelsea, MA 02150

2024 Seasonal Population Increase Estimation Form

Municipality:

Date:

Alcoholic Beverages Control Commission
c/o Licensing Department
95 Fourth Street, Suite 3
Chelsea, MA 02150

To Whom It May Concern:

Acting under authority contained in M.G.L. Ch. 138, s17, as amended, our Board at a meeting held on
Tuesday February 6, 2024 estimated that the temporary increased resident population
of **the Town of Ayer**, as of July 10, 2024 will be **7,438**.

This estimate was made and voted upon by us at a meeting called for the purpose, after due notice to each of the members of the time, place and purpose of said meeting, and after investigation and ascertainment by us of all the facts and after cooperative discussion and deliberation. The estimate is true to the best of our knowledge and belief. The above statements are made under the pains and penalties of perjury.

Very truly yours,

Local Licensing Authorities

News that Nashoba Valley Medical Center could be closed roils community leaders

BY JOAN ELIYESIL AND JOHN OSBORN · FRIDAY, FEBRUARY 2, 2024

Town and state officials were alarmed last week by news reports that Steward Health Care, the owner of the Nashoba Valley Medical Center in Ayer, was considering the sale or closure of the hospital—and three others in Massachusetts—to stem its mounting financial losses. The consequences for the region, especially Ayer and nearby towns, they said, would be devastating.

“Think about it,” Ayer Town Manager Robert Pontbriand told the Press. The Nashoba Valley Medical Center fills an important void. “We’ve got Fitchburg, Leominster, and Gardner and their hospitals to the west; Worcester to the south; and then you’ve got the MetroWest hospitals, such as Emerson, to the east.” But according to the hospital’s website, Nashoba Valley Medical Center serves 16 towns in the Nashoba Valley region of central Massachusetts, including Ayer and Harvard, with its emergency room and landing pad for LifeFlight helicopters.

Moreover, said Pontbriand, Nashoba is Ayer’s second largest employer. The hospital had 317 full-time employees in 2021, including 115 physicians. “They employ a lot of folks,” he said, not just doctors and nurses, but support staff and vendors. “So, of course, the town of Ayer is concerned about the recent news.”

Harvard Council on Aging Director Debbie Thompson told the Press the COA van regularly takes seniors to Nashoba and the adjoining doctors’ office building. The Ayer Council on Aging also provides van service to Nashoba. Pontbriand said Nashoba’s services are vital to area seniors, including the

residents of three nearby senior living facilities: Nashoba Park and Ayer Valley Rehab and Nursing in Ayer, and RiverCourt in Groton.

A closure would also affect Harvard's ambulance services and police. (See sidebar below.)

A surprise

The first hint that the hospital might be in Steward's crosshairs came with publication of an eye-opening Jan. 19 Boston Globe story that reported Steward—the physician-owned group that operates NVMC and eight other Massachusetts hospitals—owes more than \$50 million in back rent to its landlord, Medical Property Trust. Ayer's two state legislators, Sen. Jamie Eldridge and Rep. Dan Sena, said they learned of Steward's financial problems from the Globe, which was, said Eldridge, a complete surprise. Steward is based in Texas and owns 33 hospitals nationwide.

Though the company has yet to publicly state its intentions, the Globe and other news outlets have said Steward told state officials it wants to sell or close four of its hospitals, including Nashoba as well as St. Elizabeth's Medical Center in Brighton, Holy Family Hospital in Methuen, and Norwood Hospital in Norwood, which is closed and undergoing reconstruction following a serious flood.

Steward executives have been tight-lipped. In a Tuesday phone call with the Press, Eldridge said, "Steward is very much keeping their cards close to the vest. None of the executives are talking. I think it's pretty clear; they've all been instructed not to comment on their individual hospitals."

Eldridge told the Press that in his opinion, Nashoba is a hospital that hasn't been well supported by Steward. "It's a small community hospital that serves a

mostly working-class area that's not a 'money maker' for Steward. I'm extremely concerned that it could be on the list to be closed."

Pontbriand said he has been in touch with Nashoba Valley Medical Center's president, Dr. Salvatore Perla, to express his concerns. He was assured that the hospital "is not closing at the end of the month and is not being sold," he said. State law, he added, requires a company to give 120-day notice of its intent to close a hospital, a process governed by the state Department of Public Health. In December, Steward notified the state that it will be closing the New England Sinai Acute Long-Term Care and Rehabilitation Hospital in Stoughton this spring after operations losses climbed to \$22 million since it bought the facility in 2010. As of Jan. 30, Steward had not notified the state of any further closures.

Little leverage

Neither the state nor the towns have much leverage in dealing with a company like Steward, said Eldridge. "It's not just that the hospitals are privately owned, but that the regulation of hospitals is so weak." Eldridge noted that the state had tried and failed to dissuade UMass Memorial from closing the Leominster Hospital maternity ward. The Department of Public Health held hearings, but the DPH can't force a health care unit or hospital to stay open, he said. He urged area residents, "Whether through their town officials or on their own ... to be vocal and make their support for the hospital known."

If there were a shutdown, officials would hear more from their constituents, said Sena. "Sometimes people are so busy with their lives, they're not paying attention to all these details. But the hospital serves a lot of people in my district and [its closure] would be devastating."

Searching for solutions

Meanwhile, the search goes on behind closed doors for a solution that will keep Nashoba and the other Steward hospitals open. Gov. Maura Healey has said that the state will not bail out Steward.

But other ideas are afoot. In a Commonwealth Beacon column this week, Paul Hattis, a senior fellow at the Lown Institute, and John McDonough, a professor of public health practice at the T.H. Chan School of Public Health at Harvard University, wrote that bringing Steward hospitals under management or control by a nonprofit such as UMass Memorial, Tufts Medicine, or Boston Medical Center might be an effective, though complex, solution.

The goal is “stable access to quality care,” Sena told the Press. Pontbriand said he wanted decision-makers to know that the people of Ayer support Nashoba and have done so since its founding as a community hospital more than 50 years ago. “It is a critical health care facility not only for Ayer but for this whole region,” he said, “and we are very supportive.”

A critical asset

Nashoba Valley Medical Center is one of 61 acute care hospitals in the state. According to the Center for Health Information and Analysis (CHIA), an independent state agency that provides data and analysis of the state’s health care systems, 10 of those hospitals, including NVMC, are for-profit. Eight of the 10 are run by Steward Health Care. The hospital is categorized by the state as a “community high public payer hospital,” which means that at least 63% of patient revenue comes from public payers such as Medicare or MassHealth. About half the hospitals in Massachusetts fall into this category.

In 2020, when COVID-19 hit, expenses at the NVMC exceeded revenue by \$16 million, according to CHIA. The following year, expenses over revenue shrank to \$1.6 million, and in 2022, it dropped further to \$700,000. But in the first

three quarters of 2023, expenses had already exceeded revenue by \$1.9 million.

The hospital has about 40 “staffed” beds, which means beds that are licensed by the state and available, with enough staff to attend to the patients in those beds. In 2021, 89.6% of the beds were occupied, and the number of inpatients discharged from the hospital that year was 1,855, with an average stay of seven days.

**Top 10 communities that used NVMC
for hospitalization in 2021**

Town	Number of inpatients at NVMC (2021)	Percentage of hospitalized patients who were inpatients at NVMC (2021)
Ayer	290	34%
Groton	200	23%
Pepperell	175	21%
Shirley	164	22%
Townsend	112	19%
Lunenburg	84	8%
Shrewsbury	80	3%
Littleton	66	7%
Fitchburg	54	1%
Leominster	54	1%

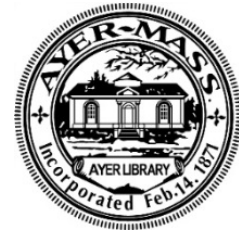
The hospital’s emergency room receives about 16,000 patients annually according to its website. There are 13 treatment areas, with onsite diagnostic testing, and on-call physicians, specialists, and behavioral health clinicians. The emergency department has 24/7 cardiac care, and the hospital is designated by the state’s Department of Public Health as a primary stroke service provider. Patients requiring further care at a major medical facility are

transported by ambulance with advanced life support capabilities, or via helicopter from the hospital's helipad.

Nashoba's services go beyond emergency and acute care. In 2021, there were over 38,000 outpatient visits to the facility. Services offered at the hospital range from knee replacement and cataract surgery to kidney dialysis, cardiac rehabilitation, and pain management. The Garvin Center for Geriatric Psychiatry is a 20-bed inpatient behavioral health program for patients over 55. The Diabetes and Endocrine Center offers help for area residents suffering from diabetes and other metabolic disorders, including monitoring, building individualized self-management programs, and support groups. The hospital also performs mammograms, colonoscopies, and hearing tests; and it has a cancer care center.

Statistics from CHIA show which communities are the heaviest users of the beds in each hospital in the state. Nashoba's top user is Ayer (see "Top 10 communities that used NVMC for hospitalization in 2021"). In 2021, 34% of Ayer residents who were hospitalized were inpatients there. About one in five hospitalized patients from Groton, Pepperell, Shirley, and Townsend were at NVMC. Harvard was not on the list, which included only the top 10 communities.

But anecdotal evidence collected by an ongoing Press survey shows that Harvard residents make use of the outpatient services, as well as the services offered in the medical office buildings on the hospital campus. Family and internal medicine, ophthalmology, dermatology, orthopedics, and rehabilitation are just some of the services available. Many of the communities served by the hospital have few, if any, doctor's offices within their borders. It is unclear how the medical offices on the Nashoba campus might be affected by the sale or closure of the hospital.



**Town of Ayer
Ayer Select Board
Ayer Town Hall – 1st Floor Meeting Room
Ayer, MA 01432**

Broadcast and Recorded by APAC

January 16, 2024
Open Session Meeting Minutes

SB Present: Scott A. Houde, Chair; Jannice L. Livingston, Vice-Chair

SB Absent: Shaun C. Copeland, Clerk

Also Present: Robert A. Pontbriand, Town Manager
Carly M. Antonellis, Assistant Town Manager

Call to Order: S. Houde called the meeting to order at 6:00 PM. S. Houde further stated that this meeting/hearing of the Ayer Select Board (SB) will be held in-person at the location provided on this notice. Members of the public are welcome to attend this in-person meeting. Please note that while an option for remote attendance and/or participation via Zoom is being provided as a courtesy to the public, the meeting/hearing will not be suspended or terminated if technological problems interrupt the virtual broadcast, unless otherwise required by law. Members of the public with particular interest in a specific item on this agenda should make plans for in-person vs. virtual attendance accordingly. This meeting will be live on Zoom and Channel 8. The public may access the proceedings by joining Zoom (Meeting ID# 897 9080 0793) or by calling (929-205-6099).

Pledge of Allegiance: Select Board members and meeting attendees stood and recited the Pledge of Allegiance.

Approval of Meeting Agenda:

Motion: A motion was made by J. Livingston and seconded by S. Houde to approve the meeting agenda.

Motion passed 2-0.

Announcements: S. Houde announced that Wednesday January 24, 2024, the Town Manager will hold a public budget forum on the first draft of the FY '25 budget. It will begin at 6:00 PM and will be held in-person at the Town Hall and via Zoom.

Public Input: Dennis Curran, 51 Pleasant Street spoke to the Board about zoning enforcement. He referenced dumpster enforcement. He would like all departments that are responsible for zoning enforcement to convene to review the bylaws. He referenced several properties with zoning violations. He would like the Town to be environmentally and visually more appealing and feels that each lot should be brought up to a minimum standard.

Alicia Hersey, Community Development, Program Manager - Approval of FY '24 Community Development Block Grant (CDBG) Application:

A. Hersey stated that her office was in the process of submitting a CDBG grant. She stated that the Community Development office will be holding a Public Hearing reviewing and listening for input on the CDBG grant program and Housing Rehabilitation program. This public hearing will be held on Thursday January 18th at 6:30 pm. S. Houde asked Ms. Hersey to explain what the CDBG program does for those listening in. A. Hersey stated that it is a federal grant program that is about 50 years old to assist in housing rehabilitation costs in low-income communities and aims to keep low-income housing up to code.

Motion: A motion was made by J. Livingston and seconded by S. Houde to approve the FY'24 CDBG grant moving forward. **Motion passed 2-0.**

Susan Copeland, Town Clerk - Town Clerk Office Updates and 2024 Election – Vote to Open Nomination Process for the Annual Town Election & Vote to Authorize Police Chief to Assign Police Details for 2024 Elections:

S. Copeland announced that the Annual Town Election will be held on Tuesday May 14, 2024. She then asked S. Houde to read the election announcement. S. Houde stated that The Annual Town Election will be held on Tuesday, May 14th, 2024 from 7am – 8pm in the 2nd Floor Great Hall at 1 Main Street in Ayer, Massachusetts. Nomination Papers for the following offices are now available as they will appear on the ballot: Assessor (1) 3-year term; Board of Health (1) 3-year term; Commissioner of Trust Funds (1) 3-year term; Constable (1) 3-year term; Library Trustee (1) 3-year term; Park Commissioner (2) 3-year term; Planning Board (2) 3-year term; Regional School District Committee (1) 3-year term; Select Board (1) 3-year term. Nomination papers can be requested from and submitted to the Town Clerk's Office; 1 Main Street; Ayer, Massachusetts during regular business hours. The last day to request nomination papers is Friday, March 22, 2024, at 12:00 PM. The last day to submit nomination papers is Tuesday, March 26, 2024, at 5:00 PM. S. Copeland noted that there is a term up on the Housing Authority, but that seat is reappointed by the Governor.

Motion: A motion was made by J. Livingston and seconded by S. Houde to open the nomination process for the Annual Town Election offices to appear on the ballot as read by the Chair. **Motion passed 2-0.**

S. Copeland then stated that in accordance with the Votes Act of 2022, it is required that the Select Board authorize the Police Chief to assign Police Details for Elections in 2024.

Motion: A motion was made by J. Livingston and seconded by S. Houde that the Select Board vote to authorize the Chief of Police to assign the following police details for the 2024 calendar year elections:

Presidential Primary	March 5, 2024	6:00am – 10:00pm
Annual Town Election	May 14, 2024	6:00am – 10:00pm
State Primary Election	September 3, 2024	6:00am – 10:00pm
General Election	November 5, 2024	6:00am – 10:00pm. Motion passed 2-0.

S. Copeland also announced various dates associated with the Town Election. She also gave an update to the Select Board on the election post cards that were mailed by the Secretary of State's Office for mail-in and absentee ballots. She noted that the Town Census has been mailed and that dogs tags are due March 1, 2024.

Dan Van Schalkwyk, Director, Department of Public Works - Execution of Contract for Pulpit Rock Drainage and Pathway Improvements:

D. Van Schalkwyk presented the contract execution of drainage and pathway improvements at the intersection of Third Street and Marshall Street. This area is also known as "Pulpit Rock". The project proposes to correct a deficient drainage condition with the installation of a bioretention basin. The project was designed, permitted, and bid by DPW Engineering. A total of 19 (nineteen) bids were opened on December 20th. Bids ranged from \$74,500 to \$228,000. The low bidder is Belko Landscaping of Salem, NH. He is recommending executing the contract with Belko Landscaping in the amount of \$74,500.

Motion: A motion was made by J. Livingston and seconded by S. Houde to execute the contract for the Pulpit Rock Drainage and Pathway Improvements project in the amount of \$74,500 for signature by the Board. **Motion passed 2-0.**

Award of Spectacle Pond Filter Media Replacement Project – D. Van Schalkwyk stated that this project would replace the Greensand Filter Media at the Spectacle Pond Water Treatment Facility. Bids were received on December 13, 2023, at the DPW and the bid prices exceeded the appropriated amount. He referenced his memo in the meeting packet. He is recommending that the Select Board authorize the use of ARPA funds and award the project to the lowest and responsible bidder.

Motion: A motion was made by S. Houde and seconded by J. Livingston to authorize up to \$100,000 in ARPA funding for the award of the Spectacle Pond Filter Media Replacement project. **Motion passed 2-0.**

Motion: A motion was made by S. Houde and seconded by J. Livingston to award the Spectacle Pond Filter Media Replacement project to Winston Builders Corporation in the amount of \$408,889.00. **Motion passed 2-0.**

Water Supply Update - Since the last update, water production continues to face challenges meeting demand. The tank levels, which is an indication of the ability to meet demand, were generally full or nearly full most mornings during this last update period. He firmly believes that the Town has entered into a winter demand pattern. He is not recommending any changes to the existing water use restrictions or other directive from the Water and Sewer Commissioners.

Stormwater Utility Advisory Workgroup Update – D. Van Schalkwyk asked C. Antonellis to pull up the Town’s website. He stated that the workgroup started meeting monthly in September and have been evaluating a proposed rate structure and associated policies if the Town were to adopt a stormwater utility fund. The working group is also creating a public outreach plan. All information is kept on the Town’s website. The earliest the Town would consider adopting this utility would be the Fall 2024 Special Town Meeting.

Opening of the 2024 Annual Town Meeting Warrant for April 22, 2024: R. Pontbriand stated that in accordance with the Town’s Budget and Town Meeting Calendar, he is requesting that the Board vote to officially open the 2024 Annual Town Meeting Warrant. He highlighted the following dates as it relates to the Annual Town Meeting: The deadline for all Warrant Articles and Citizen’s Petitions will be 12pm (Noon) on Friday, March 29, 2024; the Select Board will meet to finalize and approve the 2024 Annual Town Meeting Warrant at their meeting on Tuesday, April 2, 2024; the 2024 Annual Town Meeting Warrant will be officially posted by Friday, April 5, 2024 and sent for printing and mailing to all Ayer households; the 2023 Annual Town Meeting will take place on Monday, April 22, 2024 at 7pm in the Auditorium of the Ayer Shirley Regional High School.

Motion: A motion was made by J. Livingston and seconded by S. Houde that the Select Board open the Annual Town Meeting Warrant for April 22, 2024. **Motion passed 2-0.**

Town Manager’s Report - Administrative Update/Review of Warrants: R. Pontbriand presented an administrative update on the various activities, initiatives, and projects of the Town since the Select Board last met. He thanked the DPW for their ongoing efforts relating to snow operations. The Facilities Department is performing various renovations to the Great Hall and Mailroom. The Facilities Department also welcomed Mr. D.J. Zoller as the new Town Custodian. The Finance Committee now has five members; Mr. Bob France and Mr. Eric Sechman were recently appointed. The Fin Com is next meeting with the ASRSD on Thursday, January 18, 2024. He and the Finance Manager and Benefits and Payroll Manager met with MIIA regarding the new health insurance implementation plan. The Rate Review Committee met on January 9, 2024 with the Consultants from Tighe and Bond regarding their operational and financial analysis of the Transfer Station. The Senior Center Site Selection and Building Committee met on January 11 to continue its review of Town owned parcels. The Committee also

authorized an RFP to General Professional Architectural Services with a deadline of responses for February 2, 2024. Next meeting of the Committee will be on February 8, 2024 at 5pm. The Town Manager has been developing a plan with I.T. and the Town Departments with the goal of having all Town Board and Committee Meetings offer a Zoom option for remote public participations with complete implementation by July 1, 2024 at the latest.

FY 2025 Budget Process Update – The Town Manager advised that the FY 2025 Budget Process remains on schedule. On Wednesday, January 24, 2024 at 6pm the first Public Budget Forum with the Select Board and Finance Committee will take place in the First Floor Meeting Room. All Town Department Heads will be in attendance. The Town Manager and Finance Manager will present DRAFT #1 of the Budget which will include mini presentations on each of the major budget drivers; answer any questions/input from the Select Board and Fin Com; and answer any questions/input from the Public. The Town Manager further advised that DRAFT #1 is just that a DRAFT and remains a work in progress. ASRSD FY 2025 School Assessment will be presented to the Select Board on February 6, 2024. NVTHS FY 2025 School Assessment will be presented on February 1, 2024 at their annual Budget Breakfast for which the Select Board and Fin Com are invited.

March 2024 Meeting Schedule - R. Pontbriand advised that the first meeting in March is on March 5 which is also the Massachusetts Presidential Primary with voting taking place all day at Town Hall. Per the Secretary of State, there should be no public meetings in a polling place during voting. The Select Board should pick a different date for the first meeting in March. The second meeting is scheduled for March 19 for which there is no issue. J. Livingston stated she is unavailable in the first week of March. S. Houde suggested discussing the item at the next meeting due to S. Copeland's absence this evening.

New Business/Select Board Member Questions: S. Houde stated that he has had the privilege of sitting at this table for the past 15 years, first as a member of the Finance Committee and then the Select Board. He stated that earlier in the evening the Select Board opened the 2024 Annual Town Election, at which time his seat will be up for reelection. S. Houde stated that he will not be running for reelection. He noted that his career has become more complex over the years, and he fears he'll no longer be able to dedicate the needed amount of time to the position. He stated to give context that his 3 children used to attend meetings with him and play and read in the corner; now one has graduated college and the two youngest will be graduating college next year. He initially joined to help build a community for his kids and he has had the privilege of meeting some amazing people along the way. He said he still has 3 months and 29 days left to serve and he'll continue to work hard as we finalize everything for Town Meeting. He wishes to express his gratitude to everyone he has had the privilege of working with over the last 15-16 years.

Susan Copeland, Town Clerk asked to be recognized. She stated that she would like to thank S. Houde as a resident, a parent, an employee and friend. She stated that S. Houde is a proud introvert that chose to move to Ayer with Heather and build your family. She stated that he rolled up his sleeves and became engrained in the community... schools, sports, scouts, faith in positions both appointed and elected. She stated that all positions were served with grace, poise, straightforward thinking, respect and integrity. She stated that there is a misconception that everything that comes before the Select Board is just rubber stamped. S. Houde has held S. Copeland and her colleagues to a high standard with the understanding that progress was to be balanced in a fiscally responsible way that was fair to the taxpayers. She stated that in this current world of instant gratification and social media grandeur, we lose sight of the steady hands and quiet leadership that make the loudest impact. She stated that her life and her family's life is better due to S. Houde's hard work. S. Copeland stated that change is good. She stated that she hopes that whoever steps up into this position is able to be as fair, respectful and

dedicated. The definition of integrity is the quality of being honest and having strong morals. She thanked S. Houde for everything he has done for the Town of Ayer.

Approval of Meeting Minutes:

Motion: A motion was made by S. Houde and seconded by J. Livingston to approve the meeting minutes of December 19, 2023. **Motion passed 2-0.**

Executive Session Pursuant to MGL Chapter 30A, Section 21A Exemption #6 (Consideration for Purchase of Real Estate) 71 Sandy Pond Road: At 6:58 PM a motion was made by J. Livingston and seconded by S. Houde to enter into Executive Session pursuant to Massachusetts General Laws Chapter 30A, Section 21 A Exemption #6 (Consideration for Purchase of Real Estate) for 71 Sandy Pond Road and to adjourn at the conclusion of the Executive Session. She further stated that discussing this in Open Session would be detrimental to the Town’s negotiating strategy. **By Roll Call Vote:** S. Houde, aye; J. Livingston, aye. **Motion passed by Roll Call Vote 2-0.**

Minutes Recorded and Submitted by Carly M. Antonellis, Assistant Town Manager

Date Minutes Approved by SB: _____

Signature Indicating Approval: _____

DRAFT