

Town and County of Nantucket Select Board • County Commissioners

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C. Elizabeth Gibson
Town & County Manager

AGENDA FOR THE MEETING OF THE SELECT BOARD JANUARY 11, 2023 - 5:30 PM PSF COMMUNITY ROOM, 4 FAIRGROUNDS ROAD AND REMOTE PARTICIPATION VIA ZOOM WEBINAR NANTUCKET, MASSACHUSETTS

YOU TUBE LINK FOR VIEWING ONLY:

<https://youtu.be/g4QzY4grksk>

ZOOM WEBINAR REGISTRATION LINK TO VIRTUALLY ATTEND MEETING:

https://us06web.zoom.us/webinar/register/WN_lDpZTZo4RkyaEy3fhTszww

- I. CALL TO ORDER***
- II. SELECT BOARD ACCEPTANCE OF AGENDA***
- III. ANNOUNCEMENTS***
 1. The Select Board Meeting is Being Audio/Video Recorded.
 2. Committee Vacancies: Council on Aging.
 3. Town Offices will be Closed Monday, January 16, 2023 in Observance of Martin Luther King, Jr. Day.
 4. Select Board Announcements/Comments.
- IV. FOLLOW-UP ON COMMENTS FROM PRIOR SELECT BOARD MEETINGS***
- V. PUBLIC COMMENT****
- VI. NEW BUSINESS****
- VII. APPROVAL OF MINUTES AND WARRANTS***
 1. Approval of Minutes of January 4, 2023 at 5:30 PM; January 5, 2023 at 9:00 AM.
 2. Approval of Payroll Warrants for January 8, 2023.

3. Approval of Treasury Warrants for January 11, 2023.

VIII. CITIZEN/DEPARTMENTAL/COMMITTEE REQUESTS

1. Town Clerk: Request for Reappointment to Registrar of Voters.
2. Transportation Program Manager: Request for Acceptance of Memorandum of Agreement with Federal Highway Administration's Eastern Federal Lands Division to Advance Design Work for Wauwinet Road Sidepath.

IX. PUBLIC HEARINGS

1. Public Hearing Regarding Proposed FY 2024 General Fund Budget.

X. TOWN MANAGER'S REPORT

1. Update on Baxter Road Alternative Access Project.
2. Update on Notice of Intent Application to Conservation Commission for Sconset Bluff Erosion Control Project.
3. Continued Review of Town-Sponsored Warrant Articles for 2023 Annual Town Meeting and/or Ballot Questions for 2023 Annual Town Election; Review of Draft 2023 Annual Town Meeting and Election Warrant.

XI. SELECT BOARD'S REPORTS/COMMENT

1. Affirmation of January 5, 2023 Executive Session Vote Regarding Request for Additional Funding for 31 Fairgrounds Road Affordable Housing Project.
2. Committee Reports.

XII. ADJOURNMENT

****Identified on Agenda Protocol Sheet***

SELECT BOARD AGENDA PROTOCOL:

Roberts Rules: The Select Board follows Roberts Rules of Order to govern its meetings as per the Town Code Charter.

Public Comment: Public Comment is to bring matters of public interest to the attention of the Board. The Board welcomes concise statements on matters that are within the purview of the Select Board. At the Board's discretion, matters raised under Public Comment may be directed to Town Administration or may be placed on a future agenda, allowing all viewpoints to be represented before the Board takes action, if any. Except in emergencies, the Board will not normally take any other action on Public Comment in its sole discretion.

To facilitate that any individual who wishes to provide Public Comment has the opportunity and to ensure the ability of the Board to conduct its business in an orderly fashion, the following rules and procedures are adopted consistent with state and federal free speech laws:

- The agenda for regular Select Board meetings will include a Public Comment period at the beginning of the meeting unless there is more urgent business for the Board to take up first. This time is reserved for speakers to address the Board on matters that are not related to any other Agenda item. If a speaker wishes to address the Board on a matter that is related to another Agenda item, the Chair will accept public comment when that Agenda item is reached during the meeting.
- All speakers are encouraged to present their remarks in a respectful manner.
- All remarks will be addressed through the Chair of the meeting.
- The Chair of the meeting may not interrupt speakers who have been recognized to speak, except that the Chair reserves the right to terminate speech which is not constitutionally protected because it constitutes true threats, incitement to imminent lawless conduct, comments that were found by a court of law to be defamatory, and/or sexually explicit comments made to appeal to prurient interests. Verbal comments may also be curtailed if they exceed three (3) minutes and to the extent they exceed the scope of the Board's authority.

Disclaimer: Public Comment is not a time for debate or response to comments by the Board. Comments made during the Public Comment period do not reflect the views or positions of the Board. Because of constitutional free speech principles, the Board does not have authority to prevent all speech that may be upsetting and/or offensive made during the Public Comment period.

New Business: For topics not reasonably anticipated by the Chair 48 hours in advance of the meeting may be brought up for discussion in accordance with the Open Meeting Law.

Public Participation: The Board welcomes valuable input from the public at appropriate times during the meeting with recognition from the Chair at his/her sole discretion. For appropriate agenda items, the Chair will introduce the item and take public input. Individual Board Members may have questions on the clarity of the information presented. The Board will hear any staff input and then deliberate on a course of action.

Select Board Report and Comment: Individual Board Members may have matters to bring to the attention of the Board during a meeting. If the matter contemplates action by the Board, Board Members will consult with the Chair and/or Town Manager in advance and provide any needed information by the Thursday before the meeting and/or schedule the matter for a future Board meeting. Otherwise, except in emergencies, the Board will not normally take action on Select Board Comment.

Approved on February 17, 2021

Select Board
2022-2023 Committee Vacancy Appointments Timeline
As of 1/6/2023

December 15 – Advertise committee vacancies on Town’s website

January 4 and January 11 – Committee vacancies to be added to Select Board agendas as announcement

January 5 and January 12 – Advertise committee vacancies in the Inky

January 18 at 12:00 PM – Deadline for submitting applications for the following committee vacancies:

- **Council on Aging – one seat, term expires 2023**
- **Council on Aging – two seats, terms expire 2025**
- **Agricultural Commission – two seats, terms expire 2023**

January 25 and February 1 – The names of applicants who have submitted applications will be read aloud and applications will be included in the Board’s packet.

February 8 – Meeting for applicants to introduce themselves and review their applications; committee appointments made.

NOTICE OF COMMITTEE VACANCIES
(as of 12/15/2022)

Applications are being accepted by the Select Board to fill vacancies on the following committees:

- **Council on Aging - one seat, term expires 2023**
- **Council on Aging - two seats, terms expire 2025**
- **Agricultural Commission - two seats, terms expire 2023**

Interested individuals may obtain a "Committee Interest Form" by clicking [here](#). Information on the responsibilities of the various committees may be obtained from the Town's website at <https://www.nantucket-ma.gov/169/Council-on-Aging> and <https://www.nantucket-ma.gov/196/Agricultural-Commission>. Completed applications can be mailed or hand delivered to Town Administration, 16 Broad Street, Nantucket, MA 02554 or emailed to emooney@nantucket-ma.gov.

Applications must be submitted by **12:00 PM on Wednesday, January 18, 2023**, for a Select Board meeting on **Wednesday, February 8, 2023** where applicants can introduce themselves and review their applications, and appointments will be made.



Agenda Item Summary

Agenda Item #	VIII. 1.
Date	Jan. 11, 2023

Staff

Nancy Holmes, Town Clerk

Subject

Re-Appointment of Registrar to Board of Registrars

Executive Summary

Town Clerk is recommending that Mrs. Carolyn Gould be re-appointed to Board of Registrars. Mrs. Gould has invaluable and honorably served as a Registrar to the TON for over 30 years.

Staff Recommendation

Town Clerk recommends this re-appointment

Background/Discussion

n/a

Impact: Environmental ☐ Fiscal ☐ Community ☐ Other ☒

Necessary to have a complete Board of Registrars

Board/Commission Recommendation

n/a

Public Outreach

n/a

Connection to Existing Applicable Plan (i.e., Strategic Plan, Master Plan, etc.)

n/a

Attachments

n/a





Agenda Item Summary

Agenda Item #	VIII. 2.
Date	January 11, 2022

Staff

Patrick Reed, Transportation Program Manager

Subject

Wauwinet Sidepath

Executive Summary

This item's requested action is to accept the Memorandum of Agreement (MOA) with the Federal Highway Administration's (FHWA) Eastern Federal Lands Division (EFLD), which will advance design work on the Wauwinet Sidepath. In 2016, the Town of Nantucket was awarded a Federal Lands Access Program (FLAP) grant in the amount of \$283,200 to design a path adjacent to Wauwinet Road, connecting the Polpis Path with the Wauwinet Gatehouse. This award required a minimum 20 percent match of \$70,800. In 2016, total design costs were assumed to be \$354,000. In 2019, Annual Town Meeting authorized the borrowing of \$354,000 to support cash flow for the reimbursable grant award; however, to date no design work has been completed because the no Memorandum of Agreement has been endorsed.

The FLAP grant cycle runs between two and three years. In the 2018 cycle, the town was granted a \$1,000,000 award with a minimum \$250,000 match to support construction of the path, even though a design had not yet been completed. The application and award assumed that the path would need to be phased, and that an appropriate first phase could potentially extend between the Polpis Path and Pocomo Road.

This Memorandum of Agreement lays out standard terms of agreement required by the Federal Highway Administration required to commence work. The MOA may be amended as the project advances.

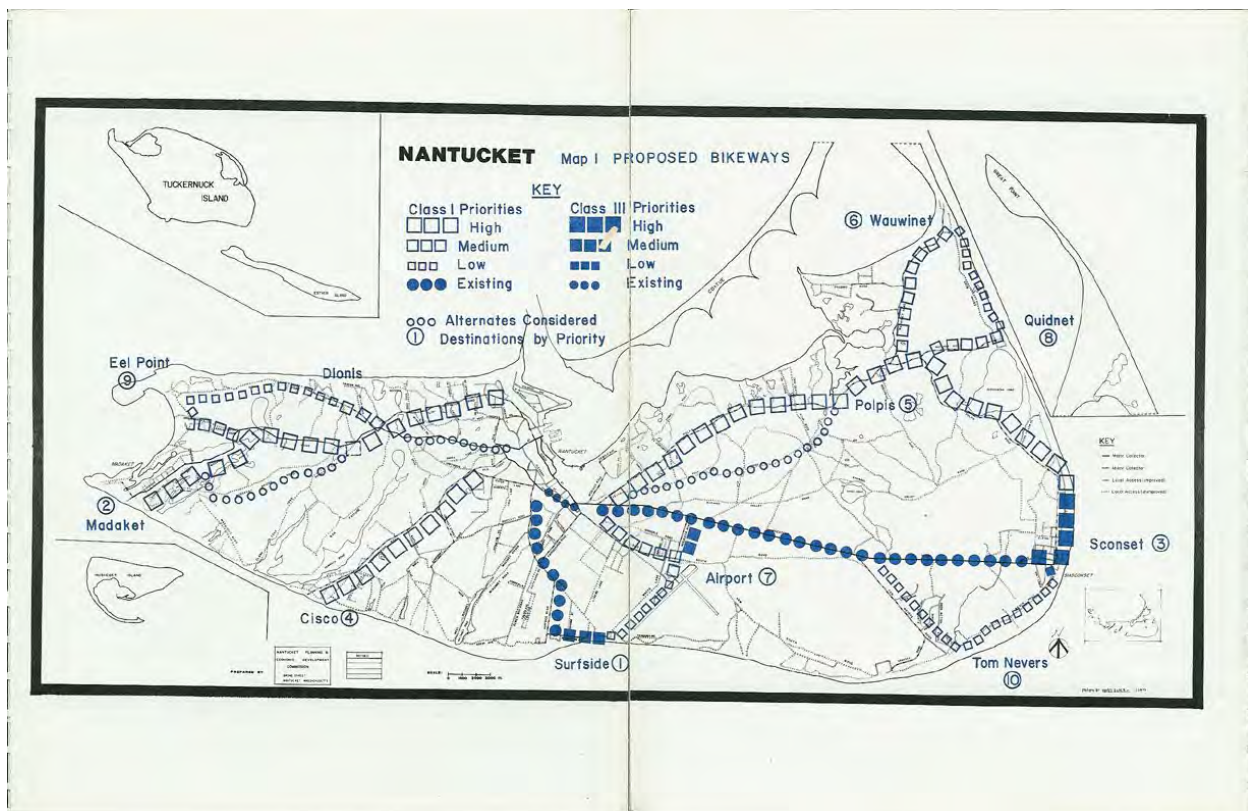
Staff Recommendation

Accept the memorandum of agreement to advance design work for the Wauwinet Sidepath.

Background/Discussion

The town's first Bicycle Master Plan, produced in 1977, envisioned a path adjacent to Wauwinet Road to support the safety and mobility needs of pedestrians and cyclists. This road has several curves that create visibility challenges and higher speeds can be attained in off-peak conditions, which in tandem increase potential conflicts between motorists and nonmotorists. A map taken from the 1977 Plan is shown below:





Over the past 20 years, MassDOT's IMPACT database includes nine crashes on Wauwinet Road resulting in either 1) over \$1,000 dollars of property damage; 2) a severe injury, or; 3) a fatal injury. Two reported crashes involved cyclists, and one of two cyclist crashes resulted in a non-fatal but incapacitating injury. This database is dependent on local reporting. Crashes where involved parties or local reporting agencies do not report the incident are not included. Crashes that result in less than \$1,000 of property damage, or do not result in a severe or fatal injury, are also not included in the database.

In 2016, the town was awarded a FLAP grant to support safe nonmotorized access between the Polpis Path and the Wauwinet Gatehouse. The FLAP program is a discretionary, competitive federal aid program that aims to improve public access to federal lands—in this case, the Nantucket Wildlife Refuge. The intent of the original design grant was to improve access to the Gatehouse, which functions as an embarkation point to federal and non-federal conservation land in the area. The 2016 grant awarded \$283,200 to the town to support design costs for the path. At the time of award, the FLAP program featured an 80-20 split, meaning the town would be responsible for a minimum of 20 percent of all design costs. The town has yet to proceed with design, and endorsement of this MOA will allow the design to proceed.

In 2018, the town was awarded a second 80-20 grant to support construction despite not having a complete or partial design. The \$1,000,000 award (with a \$250,000 match) assumed that the full path would not be constructed in one phase based on financial impact. The 2018 award discusses an initial phase between the existing Polpis Path and Pocomo Road.



FLAP cycles run between two and three years. In 2022, the Federal Highway Administration's Eastern Federal Lands Division released another discretionary aid opportunity. NP&EDC transportation staff reviewed the total FLAP apportionment to Massachusetts; based on need and statewide availability, staff requested additional funding in the amount of \$823,500. In this cycle, the Federal Bipartisan Infrastructure Legislation (also known as the Investment in Infrastructure and Jobs Act) amended the FLAP program to eliminate a 20 percent match. Funding the project in full, however, will likely require additional resources beyond the sum of the awarded grants and additional award request.

A decision on the 2022 grant application is pending, and as such, this request is not reflected in the MOA currently on the table for the Select Board's review. Endorsing the current MOA, however, may suggest a commitment to move the project forward and impact review committee's perspective on the new 2022 grant request.

NP&EDC staff have estimated total project costs, including design and construction, will likely be within the ballpark of \$4.85 million; however, no actual engineering estimate is complete at this time because no design work has commenced. As such, this figure should be viewed as a ballpark estimate, and not an actual final project cost.

It is important to acknowledge that award amounts remain static, but the value of the dollar as well as material and labor costs have changed since the initial 2016 and 2018 awards. Continued deferral of action will likely continue to diminish the value of the town's 2016 and 2018 awards.

As is common with infrastructure projects, NP&EDC and town staff have received both formal and informal correspondence noting both support for and concern about the proposed sidepath. Generally, supportive comments cite the need to improve safety, improve opportunities for leisure, improve infrastructure for sustainable modes of transportation, and connect neighbors. Concerned comments have focused on Wauwinet not being a significant destination, a lack of public restroom facilities, additional trips generated by bicycles, challenges with existing congestion in the summer, environmental impacts, community security/privacy, change in neighborhood character, and the option to transfer the funds to other more important priorities. Formal correspondence received is attached to this AIS. Beyond the attachment, four neighbors along the path have approached staff to ask about how they can advocate for and support the potential project.

To the last point, awarded funds could be forfeited by the town, but cannot be transferred to a different project as has been suggested in some correspondence. Generally, it is not possible to shift discretionary federal aid from one project to another featuring a different purpose as awards are tied to specific program intents defined at the federal level. Federal aid is complex, and understandably some correspondence received appears to confuse the region's Transportation Improvement Program obligation authority—which is apportioned rather than discretionary—with the awards for the discretionary FLAP program.

The MOA builds in opportunities for public feedback, which is required per the National Environmental Policy Act (NEPA), including a public review at 15 percent design. The NEPA process requires the development of alternatives, including a no-build alternative, to help the public understand benefits and



impacts of a proposed action or project. Staff anticipates requesting Select Board concurrence on an alternative early in the design process to ensure resources are used efficiently.

Impact: Environmental ☒ **Fiscal** ☒ **Community** ☒ **Other** ☐

Due to the proximity of wetlands, staff anticipate that this project will have environmental impacts. These will be documented in the project's National Environmental Policy Act (NEPA) review process. The NEPA process develops alternatives for impact comparison, including a no-build option. Once an alternative is selected, the town's Conservation Commission will need to review the project during permitting to determine acceptable mitigation for impacts.

The grant awards represent cost savings to the town. The path provides the opportunity to connect neighbors and reduce potential safety conflicts on the town's transportation network.

Board/Commission Recommendation

No formal recommendations have been provided at this early stage; however, at its December 19, 2022 meeting, the NP&EDC reviewed correspondence from the community and voiced positive support for the project.

The Capital Program Committee is reviewing a request to program \$4.6 million in Fiscal Year 2024 to support the project. As stated above, with no actual design, no engineering estimate has been completed, and costs may fall below or exceed this request.

Public Outreach

The MOA builds in opportunities for public feedback, which are requirements of the National Environmental Policy Act (NEPA), including a review at 15 percent design. The NEPA process requires the development of alternatives, including a no-build alternative, to help the public understand benefits and impacts. Staff anticipates requesting Select Board concurrence on an alternative early in the design process to ensure resources are used efficiently.

The MOA includes a draft design schedule. Following acceptance and endorsement of the MOA, staff will work with EFLD to formalize a design schedule that includes public input milestones.

Connection to Existing Applicable Plan (i.e., Strategic Plan, Master Plan, etc.)

1. 1977 Bicycle Master Plan and Subsequent Bicycle Plan Updates
2. 2020 Long Range Transportation Plan

Attachments

1. Memorandum of Agreement
2. Written Community Comments Received



FEDERAL LANDS ACCESS PROGRAM
PROJECT MEMORANDUM OF AGREEMENT

Project / Facility Name: MA FLAP NAN WWNT(1)

Project Route: Wauwinet Road Multiuse Path

State: Massachusetts

County: Nantucket

Owner of Federal Lands to which the Project Provides Access: U.S. Fish and Wildlife Services (USFWS), Nantucket National Wildlife Refuge

Entity with Title or Maintenance Responsibility for Facility: Town of Nantucket, MA

Type of Work:

- Preliminary Engineering: Conduct Field Survey, prepare Conceptual Design, and NEPA document.
- Final Engineering: Prepare Final Design and acquire necessary permits.
- Construction-Phase 1: Construct 8- to 10-foot wide asphalt multi-use path along 1.2 miles of Wauwinet Road from Polpis Road to Pocomo Road.
- Construction-Phase 2: Construct 8- to 10-foot wide asphalt multi-use path along 1.1 miles of Wauwinet Road from Pocomo Road to the Gate House at the end of Wauwinet Road.

This Agreement does not obligate (commit to) the expenditure of Federal funds nor does it commit the parties to complete the Project. Rather, this Agreement sets forth the respective responsibilities as the Project proceeds through the project development process.

Parties to this Agreement: FHWA-Eastern Federal Lands Highway Division (EFLHD) and the Town of Nantucket, MA

The Program Decision Committee approved application MA 11 on 8/11/2017 and application MA 16 on 9/27/2019.

AGREED:

Elizabeth Gibson, Town Manager Town of Nantucket, MA

Date

Chief of Business Operations, EFLHD

Date

A. PURPOSE OF THIS AGREEMENT

This Agreement documents the intent of the parties and sets forth the anticipated responsibilities of each party in the development, construction, and future maintenance of the subject project. The purpose of the Agreement is to identify and assign responsibilities for the environmental analysis, design, right-of-way, utilities, acquisition and construction as appropriate for this programmed Project, and to ensure maintenance of the facility for public use if improvements are made. The parties understand that any final decision as to design or construction will not be made until after the environmental analysis required under the National Environmental Policy Act (NEPA) is completed (this does not prevent the parties from assigning proposed design criteria to be studied in the NEPA process.). Any decision to proceed with the design and construction of the Project will depend on the availability of appropriations at the time of obligation and other factors such as issues raised during the NEPA process, a natural disaster that changes the need for the Project, a change in Congressional direction, or other relevant factors.

If Federal Lands Access Program funds are used for the development or construction of this Project, the Town of Nantucket agrees to provide a matching share equal to 20% of the portion of the project to be funded with MA11 and MA16 awards, as detailed more fully in Section J below. FLAP project funds are not to exceed the approved amount of \$1,536,000.00. Shortfalls will be addressed by the town, through future awards, use of additional federal aid, or other means to the satisfaction of FHWA EFLHD. Before the expenditure of any funds for which reimbursement will be sought, the parties agree to execute a separate obligating document. No reimbursement will be made for expenditures made prior to having an obligating document in place.

B. AUTHORITY

This Agreement is entered into between the signatory parties pursuant to the provisions of 23 U.S.C. 204 and Article III § 3.5e.

C. JURISDICTION AND MAINTENANCE COMMITMENT

The Town of Nantucket has jurisdictional authority to operate and maintain the existing facility and will operate and maintain the completed Project at its expense.

D. FEDERAL LAND MANAGEMENT AGENCY COORDINATION

The Town of Nantucket has coordinated project development with the USFWS, Nantucket National Wildlife Refuge. The USFWS, Nantucket National Wildlife Refuge support of the Project is documented per the signed applications received on 10/13/2016 and 10/15/2018. Each party to this agreement who has a primary role in NEPA, design, or construction shall coordinate their activities with the USFWS, Nantucket National Wildlife Refuge.

E. PROJECT BACKGROUND/SCOPE

This Project includes three (3) phases, that construct Wauwinet Road multi-use path.

Phase 1 - The first phase consists of developing a conceptual design including design visualization, NEPA document, and alternatives for an 8-10 foot-wide bituminous asphalt concrete multi-use path--with some potential consideration of other paving applications on privately held conservation land property, if warranted--along approximately 11,805 linear feet of Wauwinet Road from Polpis Road to the Gatehouse approximately 750 feet north of the intersection of Squam Road.

A base map survey of terrain, utilities, property lines, and other features within the limits of the proposed path will be created. This survey will also include an inventory and survey of natural, cultural, recreational, historical, and other resources within the project area.

Once conceptual design and design visualization are complete, the Town of Nantucket and EFLHD will review the conceptual design and reevaluate the project to select the preferred alternative for final design and construction and the agreement will be amended. Review and selection of an alternative will include at least two formal opportunities for public input—to be facilitated by either EFLHD or town staff or a combination thereof—and include local stakeholders along the roadway. The preferred alternative must be accepted by the town's Select Board before proceeding to Phase 2 (final design).

Phase 2 - The second phase consists of developing the final design and acquiring the necessary permitting required to start construction for the selected alternative. Based on the availability of funds, the construction of Phase 1 of the trail will proceed. Once the design and NEPA are completed, the budget and schedule will be re-analyzed, and the Amended MOA will be executed before construction proceeds on the first part of the trail.

Phase 3 - The construction Phase 2 of the trail is contingent on funding availability. This MOA may be amended to account for the availability of funds to proceed with additional sections of Phase 2.

Limits of Disturbance (LOD) will be finalized during preliminary design.

F. PROJECT BUDGET

Item	Estimate (\$)	Comments
EFLHD PROJECT MANAGEMENT	\$ 10,000.00	
PRELIMINARY ENGINEERING (PE)	\$ 100,000.00	30% Design - 3d - Visualization, ROW, Survey, development of the NEPA document, etc.
FINAL ENGINEERING (PE)	\$ 245,000.00	
CONSTRUCTION ENGINEERING (CE)	\$ 230,000.00	
CONSTRUCTION COSTS (CN)	\$ 1,335,000.00	
TOTAL PROJECT COST	\$ 1,920,000.00	

The EFLHD Project Management, Preliminary Engineering and Construction Engineering funds will require a tapered match using local matching funds. The matching ratio is 20%. Project budget is based on the current estimate therefore the total programmed FLAP funds may not be sufficient to award the Project as defined in the application. As necessary, the Town of Nantucket, MA will provide additional local funding to address any funding shortfall.

G. ROLES AND RESPONSIBILITIES

Responsible Party	Product/Service/Role	Comments
EFLHD	• Be the lead agency for and provide for overall coordination of the engineering services and construction for the Project; • Designated a Project Manager who will coordinate a Project Schedule to complete the Project with the parties to this Agreement; • In coordination with the Town's assigned project team, conduct Conceptual Design and Design Visualization; Design alternatives will be presented to the Town upon completion of Conceptual Design. Conduct an additional public outreach opportunity following revisions of design alternatives (i.e. two public engagement opportunities total—opportunities may be virtual to reduce costs if permitted by federal and state law.) • Support Town staff, as necessary, in presenting the preferred alternative to the town's Select Board. • Conduct the necessary scoping and preliminary work for the Project to determine project costs and feasibility; • Prepare a Design Scoping Report; • Conduct all necessary work related to environmental permitting required for the Project; • Apply for and obtain all required environmental permits, including for compensatory mitigation, and approvals in coordination with the Parties; • Prepare the Plans, Specifications, and Estimates and other Project documents;	Product/Service will be completed during appropriate phase. (i.e. Design Scoping Report will be completed after a Scoping visit which may occur after alternative selection.)

Responsible Party	Product/Service/Role	Comments
	• Obtain written comments and concurrence from the Parties for Design reviews, Schedules and schedule updates, Budget and budget updates, Completed construction project; and Contract modifications; • Award Project contracts in accordance with federal procurement laws and regulations; • Conduct and document the final inspection, with the other Parties to the Agreement in attendance, and provide final inspection documentation; • Provide as-built plans to the Parties to the Agreement; • Provide digital as-built design files to the Parties; • Be responsible for the administrative settlement or adjudication of claims arising from contracts awarded by the FHWA and covered by this Agreement in accordance with the Federal Acquisition Regulation and the Transportation Acquisition Manual; • Hold regular meetings with all Parties on the Project regarding the status of the Project. Include all Parties in the partnering meetings with the Contractor; • Allow the Parties to participate in field reviews, onsite inspections, and records reviews and to monitor the Project; • Maintain, or cause to be maintained, all Project facilities constructed within right-of-way until accepted, in accordance with appropriate standards and Project contract documents; • In coordination with town project team staff, conduct, to the extent reasonably possible, its construction on roadways in such a manner so as to not unreasonably disrupt the movement of pedestrian and vehicular traffic; • Provide special provisions and notice of restrictions to its contractors that are acceptable to the Town of Nantucket for roads maintained by the town that are affected by the Project. These shall be listed as performance requirements in the construction contract documents and will serve as the basis for the traffic maintenance (control) plans prepared prior to the issuance of Town of Nantucket land use permits: ○ Maintain records of all actions, contracts and expenditures on the Project in sufficient level of detail to allow identification of the nature of the expenditures made. ○ Coordinate with the Town of Nantucket for right of way or easements as needed	

Town of Nantucket	• Assign and designate a Project point of contact so that all communication regarding the design and construction of the Project will be coordinated and managed through such person; • Provide the required local match funding for the MA11 and MA16 awards; • Provide ROW documentation, as-built information, and concurrent project information to support design and construction operations; • Participate in all plan reviews, design and construction field reviews, including pre-construction and progress meetings, and other Project development activities and milestones as applicable; • Assist EFLHD in obtaining any Permits required for construction of the Project; • Assist EFLHD with activities necessary to provide the required final environmental clearances and coordination for the entire Project; • Review and provide comments on deliverables in a timely manner; • Issue land use permits for access necessary for construction on Town of Nantucket right-of-way; • Concur in all significant construction contract modifications; • Participate in the final inspection of the constructed Project; • If the completed Project improvements meet Town of Nantucket standards and specifications, provide final acceptance of the Project within 30 days of its completion; • Provide long term maintenance and operation of the facility.	
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H. ROLES AND RESPONSIBILITIES – SCHEDULE

Responsible Lead	Product/Service/Role	Schedule Start-Finish
EFLHD	15% Conceptual Alternatives	December 2022 - April 2023
EFLHD with Town Support	Public Outreach & Select Board Approval	May / June 2023
EFLHD	30% Design - Preliminary Design & NEPA	July 2023
EFLHD	70% Design - Intermediate Design	TBD
EFLHD	95% Design - Final Design	TBD
EFLHD	Project Authorization	TBD
EFLHD	Advertisement	TBD
EFLHD	Award	TBD
EFLHD	Construction	TBD
EFLHD	Contract Closeout	TBD

I. PROPOSED DESIGN STANDARDS

Final design standards will be determined through the NEPA process.

Criteria		Comments
Standard	AASHTO - FHWA	Absent MassDOT standards for multiuse paths; FHWA and AASHTO standards to govern design, accounting for MassDOT guidance: • MassDOT Separated Bike Lane Planning & Design Guide • Controlling Criteria for MassDOT Projects
Functional Classification	N/A - Trail	
Surface Type	Asphalt Pavement, with consideration of other materials based on environmental need/context	
Design Volume	N/A – Trail	

J. FUNDING

Fund Source	Amount	Comments
Federal Lands Access Program Funding	\$1,536,000.00	
Town of Nantucket Local Match	\$384,000.00	
TOTAL	\$ 1,920,000.00	

The Town of Nantucket matching fund share will be provided to EFLHD under a separate reimbursable agreement.

K. MATCHING SHARE REQUIREMENTS

Matching or cost sharing requirements may be satisfied following the obligation of funds to the Project by: allowable costs incurred by the State or local government, cash donations, the fair and reasonable value of third party in-kind contributions (but only to the extent that the value of the costs would be allowable if paid for by the party responsible for meeting the matching share), including materials, the value of right-of-way and easements, or services; however no costs or value of third party contributions may count towards satisfying the matching share requirements under this agreement if they have or will be counted towards meeting the matching share requirements under another federal award.

Costs and third party contributions counting toward satisfying a cost sharing or matching requirement must be verifiable from the records of the party responsible for meeting the matching requirements. The records must demonstrate how the value of third party in kind contributions was derived. Voluntary services sought to be applied to the matching share will be supported by the same methods that the party to this agreement uses to support allocability of personnel costs. Any donated services provided by a third party will be valued at rates consistent with those ordinarily paid by employers for similar work in the same labor market. Supplies furnished will be valued at their market value at the time of donation. Donated equipment or space will be valued at fair rental rate of the equipment or space. All records associated with valuations or costs under section K shall be accessible and be maintained for three years following project close-out.

Funding for this Project will be provided by the FAST-ACT Federal Lands Access Program (FLAP) for \$1,536,000.00 and Town of Nantucket local funds for \$384,000.00. FHWA-EFLHD will provide funds from the FLAP account managed and maintained by FHWA-EFLHD throughout the duration of the Project. Town of Nantucket matching funds will be provided through a transfer to FHWA-EFLHD. Funding for the project management and preliminary engineering will be made available at the execution of this agreement and funding for construction will be authorized at award of contract.

The FLAP program funds and the Town of Nantucket matching portion will be available for FHWA-EFLHD project expenditures at the prescribed match formula for MA. The matching share will be tracked and reconciled by FHWA-EFLHD.

L. PROJECT TEAM MEMBERS - POINTS OF CONTACT

The following table provides the points of contact for this Project. They are to be the first persons to deal with any issues or questions that arise over the implementation of each party's role and responsibility for this agreement.

Name	Title	Agency	Element	Phone & Email
Jacinda Russell	EFLHD Access Program Manager	EFLHD	Program Management	571-434-1543 Jacinda.Russell@dot.gov
Meseret (Mezi) Yigezu	Program Planning Specialist	EFLHD	Coordination	703-948-1417 Meseret.Yigezu@dot.gov
Eden Jemal	Project Manager	EFLHD	Project Manager	202-294-8897 Eden.Jemal@dot.gov
Spencer Beale	Engineering Support Team Lead	EFLHD	Technical Services / Design	703-404-6325 Spencer.Beale@dot.gov
Jim Talley	Civil Engineer (DV Specialist)	EFLHD	Technical Services / Design	703-404-6317 James.Talley@dot.gov
Patrick Reed	Transportation Program Manager	Town of Nantucket	Project Manager - Nantucket Point of Contact	(508) 228-7200 ext.7011 Preed@nantucket-ma.gov
Steven Arceneaux	DPW Director	Town of Nantucket	Program Management	(508) 228-7244 X7512 SArceneaux@nantucket-ma.gov
Andrew Vorce	Director of Planning and Land Use Services	Town of Nantucket	Program Management	(508) 228-7200 X7025 AVorce@nantucket-ma.gov
Chuck Larson	Manager of Strategic Projects	Town of Nantucket	Design Coordination	(508)-922-5089 CLarson@nantucket-ma.gov

M. CHANGES/AMENDMENTS/ADDENDUMS

The agreement may be modified, amended, or have addendums added by mutual agreement of all parties. The change, amendment, or addendum must be in writing and executed by all of the parties.

The types of changes envisioned include, but are not limited to, changes that significantly impact scope, schedule, or budget; changes to the local match, either in type or responsibility; changes that alter the level of effort or responsibilities of a party. The parties commit to consider suggested changes in good faith. Failure to reach agreement on changes may be cause for termination of this agreement.

A change in the composition of the project team members does not require the agreement to be amended.

It is the responsibility of the project team members to recognize when changes are needed and to make timely notification to their management in order to avoid project delivery delays.

N. ISSUE RESOLUTION PROCEDURES MATRIX

Issues should be resolved at the lowest level possible. The issue should be clearly defined in writing and understood by all parties. Escalating to the next level can be requested by any party. When an issue is resolved, the decision will be communicated to all levels below.

FHWA	Town of Nantucket, MA	Time
Program Manager (Jacinda Russell)	Transportation Program Manager (Patrick Reed)	5 Working Days
Planning and Programs Manager	Transportation Program Manager (Patrick Reed)	5 Working Days
Chief of Business Operations	Director of Planning and Land Use Services (PLUS) and/or Steve Arceneaux Public Works Director (DPW) (Andrew Vorce and Steve Arceneaux)	5 Working Days
Division Director	Town Manager (Elizabeth Gibson)	5 Working Days

O. TERMINATION

This agreement may be terminated by mutual written consent of all parties. This agreement may also be terminated if either the NEPA process or funding availability requires a change and the parties are not able to agree to the change. Any termination of this agreement shall not prejudice any rights or obligations accrued to the parties prior to termination. If Federal Access funds have been expended prior to termination, the party responsible for the match agrees to provide a match in the applicable percentage of the total amount expended on the Project prior to the termination.

From: [Robin Dufournier](#)
To: [Patrick Reed](#)
Cc: tcahilljr@gmail.com
Subject: Wauwinet Bike Path
Date: Wednesday, December 14, 2022 5:24:42 AM

Dear Patrick,

I am a landowner on Crow's Nest Way in Nantucket. I strongly oppose the project for a Wauwinet bike path. It would damage the ecology of the area, and bring excessive traffic to an area unprepared to welcome it.

Regards,
Beatrix Dufournier

Sent from my iPad

This email was scanned by Bitdefender

From: [Louise King](#)
To: [Andrew Vorce](#); [Erika Mooney](#); [Jason M. Bridges](#); billgrieder@gmail.com; allenreinhard@yahoo.com; [Patrick Reed](#); [Rick Sears](#); [Alan Penzias](#); tcahilljr1@gmail.com; [hannah king](#); [Perry King](#)
Subject: opposition to Wauwinet bike path
Date: Wednesday, December 14, 2022 8:15:08 AM

I am writing as a long term summer resident of Wauwinet. Along with my cousins, I am a third generation partial owner of a family cottage in the area (2 doors down from hotel).

I strongly oppose the creation of a bike path.

On initial review, I saw the purported purpose of increasing safety and greater equitable access to federal lands.

However, the area of Wauwinet and protected coastal areas are unique to the Island. Our resources in that small space are scarce. We already see 150-200 cars a day passing through this delicate landscape as they reach the beaches. Adding 100s of persons on bikes - with no access to services of any kind - would likely result in significant issues not only for those visiting but who have not planned for a lack of water or facilities - but also for our delicate coastal areas. Miles long walks on small beach roads to the nearest beach access will likely result in many stranded frustrated visitors. As a physician I expect to see emergencies and am concerned about the level of care we will be able to provide to those suffering from heat stroke or becoming stranded and under attack by mosquitoes and green head flies.

Ahead of spending this amount of money - without truly guaranteed matched funds - we have an ethical duty to carefully explore the potential environmental impact and alternatives to achieve a goal of equitable access to federal lands. Knowing the amount of protected conservation and wetland that surround Wauwinet and the road that leads to it - it is self-evident that a careful environmental impact study would strongly disfavor further asphalt encroachment to allow for a bike path. Beyond that, increasing person density in the area will surely be detrimental to the delicate coastland.

I realize I have repeated the term "delicate." I've done so intentionally. I've spent 50 years in this space and have seen even the small changes of building and development severely impact the delicate natural wonder of Wauwinet, the beaches and Coskata. We will naturally lose these incredible pieces of our Earth to climate change. Even so, we should do everything we can to keep them safe as long as we have them.

I agree with my neighbors - there are surely other ways to increase safety on Wauwinet road and to ensure access for those who wish to see this unique part of the island. To be clear - I sincerely want more people to be able to safely and responsibly access the beauty of Wauwinet that I have been so blessed to know for so long. But there are better ways. Many options have been proposed including speed bumps on the road and creating more options for guided tours into the delicate protected spaces. Any option undertaken should be carefully explored with a non-biased assessment of environmental impact.

Thank you for the work you do and for reading my opinions expressed herein. I appreciate your time and am happy to speak with any of you about these issues at any time

Sincerely
Louise

Louise P. King, MD, JD

Assistant Professor Brigham and Women's Hospital

Director of Reproductive Bioethics, Center for Bioethics Harvard Medical School

Affiliated Faculty Petrie Flom Center Harvard Law School

lperkinsking@bwh.harvard.edu

brighamandwomens.org

Pronouns: {she, her, hers}

This email was scanned by Bitdefender

From: [Janet Hart](#)
To: [Andrew Vorce](#); [Erika Mooney](#); [Jason M. Bridges](#); billgrieder@gmail.com; allenreinhard@yahoo.com; [Patrick Reed](#); [Rick Sears](#)
Cc: [Tony Cahill](#)
Subject: Opposition to proposed bike path to Wauwinet
Date: Wednesday, December 14, 2022 11:51:51 AM

Dear Mr. Vorce, Ms. Mooney, Mr. Bridges, Mr. Grieder, Mr. Reinhard, Mr. Reed, and Mr. Sears,

I am writing to express my strong opposition to the proposed bike path to Wauwinet.

My first trip to Nantucket was in the summer of 1964 when I was a year old. My family stayed at the Wauwinet House for several summers, and then bought a house in Wauwinet in 1977. My mother bought a second house in Wauwinet in 2008. As long-time summer residents of Wauwinet (and property tax payers), we oppose the extension of the bike path to that part of the island.

The character of Wauwinet is different from the rest of the island. There is no general store, and there are no public bathrooms (there are two port-a-potties at the gatehouse, but those are wholly inadequate even now without a bike path). The current configuration of the bike path around the island works well, and should not be altered. In 'Sconset, for example, bikers can stop at the 'Sconset Market or one of several restaurants for refreshments; there are also bathroom facilities. In contrast, the only restaurant option in Wauwinet is the inn, which is often either completely booked with inn guests and others, or off limits to the public for weddings or other events.

Additionally, when bikers arrive at Wauwinet there is essentially nothing for them to do but turn around and go back. The beaches in Wauwinet are private. Indeed, on the nantucket.net website, Wauwinet beach is not even mentioned. The site makes reference to Coskata/Coatue, but those areas are only accessible by boat or by four-wheel drive vehicle. While some may want to visit the mile-long walk through land run by The Trustees, that location is not equipped for the influx of bikers a bike path would bring.

Traffic by four-wheel drive vehicles is already a major challenge for Wauwinet. Initially, approximately 25 to 50 cars traversed the easement to Great Point; these days it is closer to 200 cars a day. Adding bikers into this mix will simply cause more chaos and disruption to this distinctive and relatively quiet part of the island.

While I understand that the Nantucket I grew up knowing in the 1960s and 70s no longer exists, there is no reason to exacerbate conditions that are already difficult in Wauwinet. I urge you to reconsider extending the bike path to that part of the island.

Thank you for your consideration.

Sincerely,

Janet Arnold Hart
650-255-1814

From: johnmartin19@optimum.net
To: [Andrew Vorce](#); [Erika Mooney](#); [Jason M. Bridges](#); billgrieder@gmail.com; allenreinhard@yahoo.com; [Patrick Reed](#); [Rick Sears](#)
Subject: Wauwinet Bike Path - The Bridge to Nowhere
Date: Wednesday, December 14, 2022 12:26:45 PM

The infamous Bridge to Nowhere in Alaska; millions spent to build a bridge to an island where there were only a few summer camps. The bridge was only built because there was Federal money available to do it.

Now Nantucket proposes to build a Bike Path to Nowhere. OK, it goes to Pocomo Road which is nowhere near the Federal land at Great Point. If the plan was to eventually build a path to Pocomo Point it might make a little sense, but the plan is to continue the path to the Wauwinet Gatehouse which is pretty much Nowhere, there is nothing there. The Gatehouse is miles from the Federal land, a very difficult walk.

There is only one reason to build this bike path, THERE IS FEDERAL MONEY AVAILABLE TO DO IT and that is NOT a good reason. However, there are many reasons NOT to build the path that have been numerated by Tony Cahill on behalf of the Wauwinet Land Owners Association, but let me emphasize one, there is no Federal commitment to build the path beyond Pocomo Road.

The Town should concentrate their efforts on keeping Wauwinet Road repaired (it needs work now) and perhaps widen it a little, and NOT pursuing this unwarranted and unnecessary project.

John & Peggy Martin, 10 Plover Lane

This email was scanned by Bitdefender

From: [Tony Cahill](#)
To: [Andrew Vorce](#); [Erika Mooney](#); [Jason M. Bridges](#); billgrieder@gmail.com; [Patrick Reed](#); [Rick Sears](#); [Tony Cahill](#)
Cc: [JOHN ROWE](#); [Paul Carini](#); [Mike Gillies](#); [Jon & Kerry Walker](#); [John Allman](#); [Chris McKeown](#); [Allison Hudson](#); [Linda Allman](#)
Subject: Wauwinet Bike Path Dec 2022
Date: Thursday, December 15, 2022 3:41:10 PM

TO:

Mr. Andrew Vorce - Director of Planning and Economic Development:

Ms. Erika Mooney - Select Board - Operations Administrator

Mr. Jason Bridges - Select Board - Chairman

Mr. Bill Grieder - Roads & R.O.W - Chairman Elect

Mr. Patrick Reed - Transportation Planner -

Mr. Rick Sears - Deputy Director of Finance

FROM:

Wauwinet Land Owners Association - Officers and Directors

The Wauwinet Land Owners Association (WLOA) Charter is:

"The purposes for which the WLOA Corporation is formed are to protect the property and other interests of Wauwinet landowners and to preserve and improve the natural environment and beauty of Wauwinet and the Island of Nantucket."

It is the WLOA board's position, as well as the super majority of its residents, that a bike path to Wauwinet would be detrimental to the Wauwinet community.

The bike path would be a destination to nowhere. At the gate house, the Wauwinet Road becomes private. There is no general store, there is no drinking water source, and, except for the two lovely port-a-potties, there are no bathrooms. After a 10 mile bike ride from Town, these facilities would be necessary.

Providing a bike path could bring 20, 50, 100+ pedestrians through Wauwinet wandering aimlessly looking for the beach, on the harbor and the ocean. The Trustees will promote the mile walk to their property through deep sand, mosquito and green-head infested areas as well as the 10 mile hike to the lighthouse as an enjoyable sightseeing activity.

This is not for the faint-hearted hiker.

The easement across private property was established to provide driving access for fishermen in the 1970's, maybe 25 - 50 cars a day. Now the chaos, congestion and gridlock at the gatehouse caused by the motorists going to Great Point brings 150 - 200 cars a day (that's 300- 400 cars round trip), parking along the road, and long lines to air up tires has quite often become a dangerous gridlock for Residents, pedestrians and bikers.

We also cannot ignore the environmental impact a bike path parallel to Wauwinet Road would endanger. We know that a good portion of both sides of Wauwinet Road

is conservation and/or wetlands; plus, there are 4 - 5 natural streams that cross under Wauwinet Road between Pocomo Road and Wauwinet, a negative and expensive project.

We have received a huge majority consensus from the Wauwinet community opposing this project due to unintended consequences including bikers wandering around private properties in Wauwinet, Plover Lane, Crows Nest Way, Squam Road that could cause security issues. It has recently been brought to our attention that non-residents have been wandering through the "Pretty Path" to Crows Nest Cottages exploring. We think you all can understand the issues that could arise from a bike path, as non-residents wandering around our neighborhoods with no available destination raises a great concern to the security of our children and properties.

We choose to live in Wauwinet for its rural, quiet enjoyment, charm and historical character. We are a community of second, third, and some fourth generation homeowners along with first time homeowners seeking the quiet enjoyment of Wauwinet. We choose to protect Wauwinet from the gridlock, chaos and confusion the rest of the island is experiencing.

Questions at issue for a bike path to Wauwinet:

- 1) One unintended consequence Wauwinet already deals with is the traffic caused by the Trustees. Land given to the Trustees and Conservation by Wauwinet Residents/ Landowners has become a tourist destination with over 300- 400 cars a day traveling round-trip through Wauwinet and our Village, and consequently, exponentially increased traffic on the Wauwinet Road from Polpis Road.
- 2) Gridlock at the gatehouse caused by motorists airing down their tires, airing up their tires, purchasing beach permits in order to access the road north of the Wauwinet Village, and parking on the shoulder of the road is already a dangerous situation for pedestrians and bikers.
- 3) From the Gatehouse to the Federal Lands at Great Point where a permit is required, there is a mile-long easement through private properties. Through these private properties, the access road is very narrow (one car wide with thick brush on both sides) and the access road consists of very soft sand where it is impossible to ride a bike creating a liability for landowners, homeowners and our association.
- 4) After the first mile of private road, the next 10 miles of access road to Federal Land becomes extremely soft deep sand that is impossible to ride a bike, and very challenging to walk, not to mention a dense haven for mosquitoes and green head flies.
- 5) With climate change and rising tides, access to the Federal lands is greatly threatened by coastal flooding, erosion and other climate change-related risks. Travel on the beach access has already become endangered due to beach erosion closing the road and cutting off access.

6) It is the opinion of the Wauwinet Land Owners Association that a better solution to reducing the speeds and improving the safety of the Wauwinet Road would be to install asphalt speed bumps at engineered locations at a much lesser cost and monumentally less environmental impact to our wetlands and conservation lands.

7) It is also our opinion that the Federal funds could be better spent and more afforded by repairing the existing bike paths that are in a state of disrepair.

8) Statistically, a good survey would be to evaluate how many biking accidents have occurred on Wauwinet Road as compared to the Polpis bike path and other island bike path(s).

9) As a matter of information; Great Point Lighthouse is owned by the US Coast Guard, the land the lighthouse sits on is owned by US Fish & Wildlife (Federal Land), surrounded by land donated to the Trustee's and or Nantucket Conservation. Currently, none of these entities are maintaining the lighthouse.

10) Lastly, We are surprised that the Town would accept funds from the federal government for such a dubious project. At the end of this proposed bike path project, there remains 14 miles of a difficult and challenging (potentially dangerous) journey to get to Federal land.

Sincerely,
Wauwinet Land Owners Association

Anthony Cahill, President
John Allman , VP
Paul Carini, Treasurer
Linda Allman, Secretary
Mike Gillies - Director
Jon walker - Director
Chris McKeown - Director
Whit Benedict - Director
Alison Hudson - Director

From: [Andrew Vorce](#)
To: [Patrick Reed](#)
Subject: Fwd: Wauwinet Bike Path Project
Date: Friday, December 16, 2022 11:56:42 AM

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From: Nina Thompson <ninathompson99@hotmail.com>
Sent: Friday, December 16, 2022 11:52 AM
To: Andrew Vorce <AVorce@nantucket-ma.gov>
Subject: Wauwinet Bike Path Project

Dear Mr. Vorce:

On behalf of my family, all of whom have spent their summers in Wauwinet on Crows Nest Way, I want to say loudly and clearly, please NO bike path on Wauwinet Road!!!!

We love our still relatively unspoiled area of the Island and feel strongly that a bike path would bring chaos to the an already highly trafficked area of Wauwinet Road and inevitable trespassing on our property as well as our beach.

Our cottage was originally owned by my grandparents and is now mostly owned by our children and grandchildren. We hope to keep it in our family forever. So for all of us I say PLEASE DON'T MESS WITH WAUWINET!!!

Thank you for listening!

Best regards from the entire Thompson Family!!!

Fargo Thompson

Sent from my iPhone

This email was scanned by Bitdefender

From: [Barbara Evans](#)
To: [Patrick Reed](#)
Subject: Wauwinet Bike Path
Date: Monday, December 19, 2022 2:18:58 PM

Dear Mr Reed,

Our first trip to the Wauwinet Hotel was in the summer 1970. Multiple visits later my parents bought their first house on Crow Nest Way in the 1989, and we have spent every summer since in Wauwinet. Over the years three generations have enjoyed the many things Nantucket has to offer including the wonderful bike paths but building a bike path out to Wauwint is a bad idea!

The bike path would be a destination to nowhere. At the gate house, the Wauwinet Road becomes private. There is no general store, there is no drinking water source, and, except for the two lovely port-a-potties, there are no bathrooms. After a 10mile bike ride from Town, these facilities will be necessary.

Providing a bike path could bring 20, 50, 100+ pedestrians through Wauwinet wandering aimlessly looking for the beach, on the harbor and the ocean. While The Trustees will promote the mile walk to their property through deep sand, mosquito and green-head infested areas we all know no one is going to make the 10 mile oversand hike to the lighthouse.

The easement across private property was established to provide driving access for fishermen in the 1970's, maybe 25 - 50 cars a day. On our daily dog walks, I regularly experience the summer chaos, congestion and gridlock at the gatehouse caused by the Trustees guests bringing 150 - 200 cars a day (that's 300- 400 cars round trip), parking along the road, and long lines to air up tires has quite often become a dangerous gridlock for Wauwinet pedestrians and bikers.

We also cannot ignore the environmental impact a bike path parallel to Wauwinet Road would endanger. We know that a good portion of both sides of Wauwinet Road is conservation and/or wetlands; plus, there are 4 - 5 natural streams that cross under Wauwinet Road between Pocomo Road and Wauwinet.

The Federal funds could be better spent and more afforded by repairing the existing bike paths that are in a state of disrepair or making much needed repairs to the Great Point Lighthouse.

Please help us to maintain the quiet, rural charm of Wauwinet.

Sincerely,

Barbara Evans

7 Crows Nest Way

From: [Jennifer Broadbent](#)
To: [Patrick Reed](#)
Subject: Expressing support for Wauwinet bike path
Date: Wednesday, December 21, 2022 12:18:05 PM

Writing to express my support for the proposed Wauwinet bike path. As a part-time resident, home owner, and avid *recreational* cyclist (no Lycra for me), I love to explore the island and reduce traffic via the great bike paths. I have wanted to bike to Wauwinet and the great land bank and conservation properties out that way, but the curves of the road, lack of shoulder, and traffic speed scares me. For example, I have made the decision to drive to the Squam Swamp property due to safety concerns rather than bike to the parking area.

I would argue that the hotel with a public restaurant is a "destination" at the potential termination, not to mention access to Polpis Harbor and parks along the way.

Offering my full enthusiasm.
Jennifer Broadbent
216-789-1449

This email was scanned by Bitdefender

From: [Larry Lebowitz](#)
To: [Patrick Reed](#)
Cc: [Naomi Aberly](#)
Subject: Letter in support of Wauwinet Bike Path
Date: Thursday, December 22, 2022 2:52:40 PM

Dear Mr. Reed:

I write in strong support of the proposed Wauwinet Bike Path.

My wife Naomi Aberly (cc'ed) and I have been homeowners on Pocomo Road (currently at #37 Pocomo Road) since 1999. We have driven the section of road from Polpis Road to Pocomo Road hundreds of times and have ridden bikes or walked/run on that same stretch almost as many. In addition, we have driven, ridden bikes, or walked/run from Pocomo Road to the Wauwinet Gatehouse countless times as well.

Over the 22 years that we have traversed this section of road, it has become increasingly dangerous to the point that we now feel like we take our lives into our own hands if we don't travel by car. Car traffic goes speeding up and down the entire stretch of road, which has much vegetation and many blind corners throughout. I would describe it not as pedestrian-friendly or as bike-friendly but as aggressively hostile to anything other than a car. And, it is dangerous for cars as well whenever two cars approach each other at high speed in opposite directions and one of them needs to swerve into oncoming traffic to avoid a bike or motor scooter (which happens frequently).

Our homeowners association -- the Pocomo Area Association -- has been supportive of the project since we first became aware of it and you will find strong support among the many members of the association. Many of its members, including myself, have expressed a desire to contribute financially to the project to help it be realized.

I am grateful for all the work you and the town have done to this point to help realize this project and I urge you to stay the course until we all have a bike/pedestrian path from Polpis Road to the Wauwinet Gatehouse.

Sincerely,

Laurence Lebowitz and Naomi Aberly
37 Pocomo Road
Nantucket, MA 02554

December 30, 2022

To:

Mr. Andrew Vorce
Ms. Erica Mooney
Mr. Jason Bridges
Mr. Bill Grieder
Mr. Patrick Reed
Mr. Rick Sears

Dear Gentlemen and Lady!

I am writing to you all regarding the proposed bike path to Wauwinet. I am **completely** opposed to this project for the numerous **extreme** negative impacts it will have on our community.

#1. Wauwinet Road has much conservation land and wetlands on both sides of the road, including 4-5 streams to cross between Pocomo and Wauwinet.

#2 Where will people go to the bathroom as there are none?

This will mean more people will dismount, trespass thru private properties looking to relieve themselves.

People will look for beach access and trespass thru private properties. This means more 'strangers' to our quiet community wandering around.

#3. After a very long journey to Wauwinet, there is no water source.

#4. While the trustees promote the mile walk to their property through deep sand, mosquito and green-head infested areas to continue the 9 miles to the Great Point lighthouse, most will not be able to sustain this activity.

Over the last few years, there has been an exhorbitant increase in the number of cars parking on either side of the road in order to get the pass to Gt. Point, let the air out of their tires.....again, they are parking along either wetlands, or conservation land. This has impacted the safety of our children on bikes, families walking their dogs etc. Adding a bike path to **NOWHERE** will only adversely affect what has always been a very quiet, safe neighborhood.

Other bike paths end in places which do provide food/water sources, and access to beaches. **We wholeheartedly believe that this proposed project will forever negatively impact one of the last, special places on the island.**

Sincerely,

Susan Belcher
8 Plover Lane
Nantucket, MA 02554

From: [Mike Fargo](#)
To: [Andrew Vorce](#); [Erika Mooney](#); jmbridges@nanticket-ma.gov; billgrieder@gmail.com; allenreinhard@yahoo.com; preed@nanticket-ma.gov; rsars@nanticket-ma.gov
Cc: [Tony Cahill](#)
Subject: Proposed Wauwinet Bike Path
Date: Monday, January 9, 2023 4:23:00 AM

To:

Mr. Andrew Vorce

Ms. Erika Mooney

Mr. Jason Bridges

Mr. Bill Grieder

Mr. Allen Reinhard

Mr. Patrick Reed

Mr. Rick Sears

From: Alvin W. Fargo - 133 Wauwinet Road

Re: Proposed Wauwinet Bike Path

Gentlemen and Ms. Mooney:

My family owns 133 Wauwinet Road in Wauwinet Village, and I am writing this letter in support of the position taken by the Wauwinet Land Owners Association (WLOA) that a bike path to Wauwinet would be detrimental to the Wauwinet Community. It just makes no sense unless the bikers intend to have a meal or a drink at Toppers before biking back to town. If not, it would be a bike path to nowhere, as there are no other public facilities in the village.

Our home is located north of The Wauwinet on a dirt spur off of the road through Wauwinet village to Great Point. The spur, which is approximately 125 yards long, accesses eight private homes and dead ends on private property. The concern raised by WLOA that bikers will be wandering around private property is very real. It already happens. There have been numerous occasions when bikers, or people walking down our spur, try to access the ocean beach by walking up and over the dunes on ours or our neighbors' private property. This not only raises a security concern for our families, but it also causes damage to the barrier bluff. Strangers have even walked up our boardwalk seeking access to the ocean beach. I can't imagine how very much more serious this problem will be if bikers are encouraged to ride to Wauwinet on a bike path with nowhere to go when they arrive.

Members of our family have resided in our Wauwinet home for 58 years, and we love the tranquility of the Wauwinet community. We trust that you will seriously consider the adverse consequences of the proposed bike path and decide not to fund it.

Sincerely, Alvin W. Fargo

This email was scanned by Bitdefender

From: [Tony Cahill](#)
To: [Tony Cahill](#); [Andrew Vorce](#); [Jason M. Bridges](#); [Erika Mooney](#)
Cc: [Neely Bower](#)
Subject: Fwd: Wauwinet Bike Path
Date: Sunday, January 8, 2023 4:49:20 PM

Dear Mr Bridges, Vorce, and Ms. Mooney,
Neely Bower, a 3rd or 4th generation Wauwinet resident had difficulty sending her email to you in regards to the Wauwinet Bike Path, therefore I'm forwarding same to you all for your records.
Mr. Reed, Grieder, and Sears have received the same.

Please see below

Best Regards
Tony Cahill, President
WLOA

----- Forwarded message -----

From: **Cornelia Bower** <neely2@msn.com>
Date: Sun, Jan 8, 2023 at 9:15 AM
Subject: Wauwinet Bike Path
To: Tony Cahill <tcahilljr1@gmail.com>

Hi Tony, I am having a heck of a time forwarding this letter to the board members. Three went through, Grieder, Reed & Sears. Could you forward to the rest for me? TX. Neely

January 7, 2023

Dear Board Members;

I have read the letters my neighbors have written to you and agree completely with all except one. A bike path to Wauwinet would be a dead end for all the visitors who take it on.

My driveway is next to the air pump and I have been dealing with the line of cars that queue up to fill their tires for years. With cars in line, cars parked along the side of the road and wetlands, where do you plan on putting a bike path?

My grandparents, parents, cousins and siblings have all owned homes in Wauwinet for it's unique charm, please don't ruin it.

Thank you,

Neely Bower
106 Wauwinet Road

From: [Patrick Reed](#)
To: [Erika Mooney](#)
Subject: FW: MacNeill's Residents of 55 Pocomo Road strongly support the Wauwinet Pedestrian Side Path Project
Date: Friday, January 6, 2023 4:00:29 PM

If it's possible to add this one to the packet, that would be great. If not, I can simply speak to it.

Thank you,
Patrick

From: hlmacneill@gmail.com <hlmacneill@gmail.com>
Sent: Friday, January 6, 2023 3:37 PM
To: Patrick Reed <preed@nantucket-ma.gov>
Cc: Jason M. Bridges <jmbridges@nantucket-ma.gov>; erikamooney@nantucket-ma.gov
Subject: MacNeill's Residents of 55 Pocomo Road strongly support the Wauwinet Pedestrian Side Path Project

Hello Mr Reed,

My wife Nancy and myself watched the October 26, 2022 Select Board meeting which contained your update on the above important project for our area of the Island. I am aware of numerous negative attitudes on this project from many of the Wauwinet residents. I would like to give you a strong supportive message from my wife and I and I do know there is very strong support for the Pedestrian Side Path from many Pocomo Residents.

My wife and our Three Boys originally started renting on Crow's Nest Way in Wauwinet in 1987 and then moved to 55 Pocomo Road in 1997 when we purchased our home there and continue to reside there. We became permanent voting residents about 10 years ago.

During our time in Wauwinet we would almost daily take bike rides with our Boys and it was always scary taking them anywhere on the main part of Wauwinet Road, and that was in the late 80's and earlier 90's when there was significantly less traffic than today. My wife runs from our Pocomo house often to the Wauwinet Inn and back and frequently has to jump to the grass area on the side to avoid the fast moving car and particularly truck traffic.

We also do a lot of bike riding from our home to the Polpis Bike path and it is very dangerous with all the twists and turns and the reality that no one travels at 30 mph. It is amazing to us how many times we see cars and trucks pass walkers, runners and bike riders on the blind corners and have seen so many close calls. We have had to swerve off the road and slam on our brakes many times in our car and on bikes. The path is DESPRIATLY NEEDED, we and others take our life in our hands every time we ride or run on that stretch of Wauwinet Road. We have now taken to driving our small truck loaded with our bikes down to the parking lot at the Cranberry Bog off the Polpis Bike path to start and finish our rides.

In conclusion, the current situation with the Wauwinet Road safety is unacceptable, we don't want to see the important improvements made only after there is a serious injury or God forbid death!

Now is the time to act, as you can read from our remarks, we are ardent, extremely strong supporters of the project. We are happy to discuss further if you would like and will do whatever it takes to push this project forward.

Best regards,
Harris and Nancy MacNeill
508-612-9596

This email was scanned by Bitdefender

From: [Patrick Reed](#)
To: [Erika Mooney](#)
Subject: FW: Expression of Support; Wauwinet Side Path
Date: Monday, January 9, 2023 9:44:35 AM

Here's one more for the packet—with another to follow if there's still time to add.

Thank you,

Patrick

From: Preston, Richard <RPreston@seyfarth.com>
Sent: Saturday, January 7, 2023 10:35 AM
To: Patrick Reed <preed@nantucket-ma.gov>
Cc: Lori Lilly (llilly1220@gmail.com) <llilly1220@gmail.com>
Subject: Expression of Support; Wauwinet Side Path

Dear Mr. Reed,

My name is Richard Preston. My wife, Lori Lilly, and I have a home at 10 Village Way in Pocomo, where we have spent Summers since 1989. The purpose of this letter is to express our strong support for the proposed Wauwinet side path. We are avid bikers and walkers, who often find ourselves on Wauwinet Road, biking or hiking. Indeed, Wauwinet Road is inescapable unless one is satisfied with simply going back and forth to Pocomo Point. Over the years, we have had numerous close calls with cars and SUV's speeding around the many dangerous curves on Wauwinet Rd. One dear friend from Sconset was seriously injured by a drunk driver returning from Great Point on the Wauwinet Rd. on an otherwise quiet Sunday. Moreover, we have other friends in Polpis, Sconset, and Quidnet who would like to visit us by bike, but are afraid to do so because of the dangerous stretch on Wauwinet Rd.

We are aware of, and sympathetic to, the environmental and easement concerns of homeowners in Wauwinet, along the proposed side path, and others. However, we are confident that these can be addressed with careful planning. In any event, if the situation is not addressed, it is almost inevitable that a life will be lost in the not-too-distant future. This simply cannot be allowed to happen, no matter what other issues have to be addressed.

Thank you for your consideration.

Sincerely,

Kim Preston and Lori Lilly

Richard McKim Preston | Partner | Seyfarth Shaw LLP

975 F Street, N.W. | Washington, DC 20004

Direct: +1-202-828-5370 | Mobile: +1-703-944-9883 | Fax: +1-202-641-9270

Boston Office Direct +1-617-946-4892

rpreston@seyfarth.com | www.seyfarth.com



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From: [Patrick Reed](#)
To: [Erika Mooney](#)
Subject: FW: Your letter to Tony Cahill regarding the proposed Wauwinet Rd. bike path
Date: Monday, January 9, 2023 9:44:55 AM

Here's the last one I've received.

Thank you,
Patrick

From: jfargo0648@aol.com <jfargo0648@aol.com>
Sent: Saturday, January 7, 2023 11:06 PM
To: Patrick Reed <preed@nantucket-ma.gov>
Subject: Fwd: Your letter to Tony Cahill regarding the proposed Wauwinet Rd. bike path

Mr. Reed. I forgot to tell you that our house is on 133 Wauwinet Rd. Sincerely, Jane Fargo

-----Original Message-----

From: jfargo0648@aol.com
To: preed@nantucket-ma.gov <preed@nantucket-ma.gov>
Sent: Wed, Jan 4, 2023 11:16 am
Subject: Your letter to Tony Cahill regarding the proposed Wauwinet Rd. bike path

Mr. Reed, I have 1 question that concerns me on the project. The road to Wauwinet has many curves. How is it possible to plan a "bike path" to be built? I would think any heavy construction being conducted on the road from the Polpis Rd to the Wauwinet House Inn would be a dangerous project because of road traffic. Building a bike path on the Polpis Rd is easy because the road is straight, the Wauwinet Rd is not a straight roadway.

Sincerely,
Jane J. Fargo jfargo0648@aol.com

This email was scanned by Bitdefender

From: [Allison Hudson](#)
To: [Erika Mooney](#)
Cc: [Tony Cahill](#)
Subject: The Wauwinet Side Path
Date: Monday, January 9, 2023 10:10:44 AM
Attachments: [Nantucket Bike Path_Polpis and Milestone Roads.pdf](#)

Dear Ms. Mooney,

I am a Wauwinet homeowner and Nantucket resident in the heart of the Wauwinet village. My property shares a boundary with the Trustees parking lot / Gatehouse. I am writing to voice my opposition to the Wauwinet Side Path (nee Bike Path) for the following reasons:

1.

There is neither enough space or amenities for the existing traffic in the village, let alone an ongoing additional influx. And visitors can be disrespectful. Visitors in motorized vehicles can easily access the Federal Land that lies beyond, those on foot or on a bike are significantly less likely to do so.

As a resident with a front-row view to the peak season visitors going to Great Point, and/or just exploring, I state these points as fact. The overflow of cars around the gatehouse is unmanageable, and unwieldy. I have had to install No Parking signs on my property, and a neighboring household frequently cannot enter / exit their own driveway for the line of cars at the end of Wauwinet Road. Nevertheless, people continue to park on my lawn to air down or wait for others, some even taking offense when politely asked to use the gatehouse area. The majority understand that they are supposed to use this area but simply do not have the space to fit in. The area is increasingly out of control at present, and peak visiting season is extending dramatically as we all know.

While walking my dog in the afternoon I have witnessed cars pulled over just past the Inn with visitors urinating in the bushes. I have also witnessed visitors urinating in the bushes while waiting for the air pumps upon exiting the village. It does not seem to matter that there is a port-o-potty located in the gatehouse parking lot.

I have also witnessed fender benders in the area of the entry to the Inn because there is more vehicle traffic than the area can handle. This is exacerbated by cars attempting to maneuver to avoid pedestrian traffic.

All this to say, an additional influx of people via additional access would be like putting the inventory of a 3,500 square foot house into a 1,500 square foot house - it technically can be done but would be miserable and unsafe for everyone, visitors included.

Now, this would be far less of an issue if the land that is meant to be reached via

this additional access was actually accessible by bike or on foot. People would actually have a place to go. So far, every biker (yes, people do bike in spite of the lack of a Side Path) I have spoken to or observed turns back after the Inn, for obvious reasons! They are left to head back to their place of origin, not having reached an actual destination in the meantime. I have had one person ask me for water from my home, and several ask me if they can get a drink anywhere.

In addition to the disappointing behavior I have witnessed in the Wauwinet Village, I have also come across evidence of disrespectful behavior at the Land Bank property adjacent to Chaos Corner. There are often cigarette butts littered all around the bench there, as well as occasional wrappers and cans. I worry greatly that visiting users on the Side Path would create additional litter of this nature.

2.

Safety on Wauwinet Road is a matter of common sense.

I am an avid cyclist and have not once wished for a bike path on Wauwinet Road. It is a joy to ride on Wauwinet Road. Being safe on any bike outing is a matter of applying common sense, e.g. paying attention.

Now feels like the right time to mention that while there are ghost bikes in a few places on the existing bike path around the island, there has never been an actual accident on Wauwinet Road.

3.

The Side Path will cause permanent loss of habitat including endangered wetlands, which will be gone forever to benefit a relatively small number of people.

This is heartbreaking. A study of the existing bike path furthers this feeling. It is not well maintained, and what maintenance is done is haphazard. I have several images proving this, please see attached. To imagine this loss of habitat for a short path that will likely fall into disrepair is very disappointing.

4.

Access to the Side Path from Polpis Road is unsafe for inexperienced cyclists and children / teens.

The corners on Polpis Road, on either side of Wauwinet Road, are properly dangerous. Cars pass at well over 40 MPH, and there is little time for a novice cyclist to plan a crossing. Bikers would need to cross this road in order to access the short bike path to nowhere. Having observed this crossing many many times, it is a matter of when, not if, an auto accident and/or another ghost bike would occur based on an influx of bikers.

Using the funds to actually maintain Wauwinet Road would answer to the call of creating better access. It is in disrepair leading up to and past the Gatehouse, plus is crumbling on the side in sections. The simple addition of speed bumps and / or additional speed enforcement (both of which also required budget) would create a safer environment for all visitors to the Federal Lands. The people (who are property owners in the Wauwinet area) currently in favor of this path are seasonal residents who have expressed a desire to use the path to go *towards town*, not for Federal Land access. This path will serve a very select few for a short period of time while leaving visiting tourists stranded and local residents overwhelmed.

Thank you for your consideration of the points above,

Sincerely,

Allison Hudson

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Nantucket Bike Path: Polpis and Milestone Roads. Photos taken November 2022

The existing bike path is maintained in a makeshift fashion; an ongoing budget to maintain this path would benefit visitors and residents alike, and make dedicated cyclists more likely to use the bike path, vs the road. (Individual cyclists and cycling groups can be observed using the roadway vs. the bike path on a regular basis especially early in the morning.)



















From: [Patrick Reed](#)
To: [Erika Mooney](#)
Subject: FW: Wauwinet Side Path
Date: Monday, January 9, 2023 10:37:13 AM

Sorry for sending these piecemeal—I keep receiving new notes, including what's below. If it's easier for you for me to collect them and send a bulk package let me know and the time you'd like them.

Thanks,
Patrick

From: Lori Lilly <llilly1220@gmail.com>
Sent: Monday, January 9, 2023 10:33 AM
To: Patrick Reed <preed@nantucket-ma.gov>
Subject: Wauwinet Side Path

Dear Mr. Reed:

I have addressed most of our neighbors who are members of the Pocomo Homeowners Association about the Wauwinet Side Path. All who have responded to date have responded positively. They support it and many are willing to contribute to the cost.

We all feel that safety is of the highest priority, for ourselves and for all who take advantage of biking, walking, running..etc. We have family, friends, acquaintances , and ourselves that try to take advantage of the wonderful things that Nantucket has to offer.

This is a worthy and a long overdue project.

Feel free to contact me at any time.

Thank you for your attention.

Sincerely,
Lori Lilly Preston, President PHOA
10 Village Way
Pocomo

From: [Robert Young](#)
To: [Erika Mooney](#)
Cc: [Andrew Vorce](#); [Jason M. Bridges](#); billgrieder@gmail.com; allenreinhard@yahoo.com; [Patrick Reed](#); [Dawn Hill Holdgate](#); [Matt Fee](#)
Subject: Re: The Wauwinet "Side Path"
Date: Monday, January 9, 2023 5:37:51 PM

OOPS, Meant to attach is a letter that was sent out by the Polpis Area Assoc in December.

Here is the letter:

November 30, 2022,

Dear Neighbors, as you may know, the Town of Nantucket has identified a "side path" (formerly referred to as a bike path) along Wauwinet Road as a top priority because of the safety issues the road presents, and it is committed to constructing a side path within the next few years. The Town has already obtained federal funding for the project and local funding has been allocated. The Department of Planning and Land Use Services has begun the engineering process, with preliminary plans expected to be completed in early 2023. Those plans will be posted on the Town's website, for public comment and input, with permitting scheduled to begin in April 2023. This project has been in the works for many years, and it will soon be a reality. We, the residents of Polpis, Pocomo and Wauwinet, will be the primary beneficiaries of this side path. We all know well that Wauwinet Road is heavily traveled and has several twists and turns, which create dangerous conditions for motorists, pedestrians and cyclists. A side path will enhance our community, by enabling us to move about safely, whether by foot, bicycle, or vehicle. We all enjoy the rural character and preserved, natural landscapes of our end of the island, which we also all want to protect. A side path will complement, not detract from, that beauty. We have the opportunity to work with the Town, to help build a path that is environmentally friendly and aesthetically pleasing, for all of us to enjoy. A side path along Wauwinet Road promises to be an asset for all of us. The details of the route have not yet been designed, but the Town is looking for a public-private partnership to facilitate a timely completion of the project. To that end, financial donations and grants of easements are needed to get the path built. If the path is designed to cross over a section of your property, the planners will work with you to minimize any impact by buffering with appropriate landscaping. We hope you will consider supporting this important and valuable addition to our community. Learn more by visiting the Town's website, <https://www.nantucket-ma.gov/faq.aspx?qid=692>

On Jan 9, 2023, at 5:17 PM, Robert Young <youngack@me.com> wrote:

To the Nantucket Select Board and other interested parties,

It has come to my attention the a number of persons have sent in negative comments regarding the long awaited, proposed Wauwinet Bike Path Project.

As a home owner on Wauwinet Rd I feel that it is critically important that

this beautifully scenic road might also be the most dangerous for walkers, bikers, runners as well as for automobile and truck drivers. It's hard not to see the dangers inherent in the twisting turns and blind corners that threaten us daily.

We all have families and many are very young children and grandchildren, and they should have a safe way to get to their friends next door or to access the miles of bike paths nearby.

I am fully prepared to give an easement to the town on my property if asked. I and others, have also donated to a fund established by the Community Foundation for Nantucket which I hope will raise substantial funds dedicated to support the towns efforts to start this project as soon as possible.

I ask you to please support this project before there is some tragic event along this scenic road.

Robert Young
youngack@me.com
49 Wauwinet Rd

From: [Blakney Scott](#)
To: [Erika Mooney](#); [Andrew Vorce](#); [Patrick Reed](#)
Subject: We Need A Wauwinet Bike Path
Date: Monday, January 9, 2023 6:54:07 PM

Attention to the Nantucket select board,
I am the mother of two young children, seven and nine years old. We vacation and stay on Wauwinet Road each summer. A bicycle path would make it possible for my children to enjoy visiting their young friends just down the street. As it is now I cannot allow them to either walk or bike along the road, even when they're going only a short distance.
I wish to be noted as in favor of the Wauwinet bike path project.

Gratefully,
Blake Scott

--

Blakney Scott
Ohio Virtual Peer Mentor
Evergreen Mentorship Program
(513)-549-1592
<https://evergreenmentorship.org/>
8044 Montgomery Rd. Cincinnati, OH 45236 Suite 700

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From: [Tom David](#)
To: [Andrew Vorce](#); [Erika Mooney](#); [Jason M. Bridges](#); billgrieder@gmail.com; [Patrick Reed](#); [Rick Sears](#); allenreinhard@yahoo.com
Subject: Wauwinet Side Path
Date: Monday, January 9, 2023 7:20:11 PM

Dear Mr. Vorce,
My wife and I are big fans of the proposed bike path. We have lived year round at Quidnet Milk Rte, off the Wauwinet road near Pocomo, since 1978.
We know how dangerous it is. We have driven it at least twice a day for 45 years.
Please go full speed ahead to get it built.
We have both contributed to the funding effort, so we are putting our money where our hopes are.

Nancy Moylan
Tom David
6 Old Quidnet Milk Rte.

--

Tom David
www.unicornmills.com, HugositeLearnEnglishin365Lessons, www.fastgoodeasy.com, <http://aysmm.blogspot.com/>,
<http://grubskiff.blogspot.com/>

This email was scanned by Bitdefender

From: [Carolyn Paris](#)
To: [Brooke Mohr](#); [Jason M. Bridges](#); [Matt Fee](#); [Dawn Hill Holdgate](#); [Malcolm MacNab](#)
Cc: [Erika Mooney](#); [Andrew Vorce](#); [Patrick Reed](#)
Subject: Re: The Wauwinet "Side Path"
Date: Monday, January 9, 2023 8:38:31 PM

To the Nantucket Select Board et al,

I have been a year round resident for almost 40 years and my current home is on Wauwinet Road. I have always enjoyed walking and biking in the neighborhoods I have lived in around the island for exercise, to visit friends, and to take advantage of the beautiful surroundings our island has in all of its seasons. However, this summer and fall I had too many close calls along Wauwinet Road. Most memorable: A car passing a family of bikers came around a blind curve towards me as I was walking my dog toward Pocomo. Another time I was on my bike trying to make my way to the Polpis bike path when a flat bed truck came up behind me, tailgating me for a quarter mile until I was able to pull off into a driveway as he sped past me. It has been obvious to me with the increase in traffic, a side path for our neighborhood is desperately needed. As we look back at the creation of the Polpis, Hummock Pond and Old South Road bike paths have added to the special quality of Nantucket and made our island a more enjoyable and safer place to live and visit.

Thank you for your time and consideration,
Carolyn Paris

|

--

Carolyn

This email was scanned by Bitdefender

From: [Maggie Evans](#)
To: [Maggie Evans](#)
Subject: Wauwinet Road side path
Date: Tuesday, January 10, 2023 8:00:10 AM

Good morning,

I am writing today in opposition to the proposed Wauwinet Road side path under consideration by the Select Board.

Specifically, I'd like to address the town's four stated objectives in prioritizing staff time and budget toward this project. According to the town/county of Nantucket website, this project is seeking to "improve community connectivity, access to recreation and conservation lands, and complete another long-planned leg of the original 1977 Nantucket Bicycle Master Plan."

In response to the above stated goals, I'd like you consider:

- What you're connecting to when the end of the proposed path offers no public restroom and no store for food, water or other facilities;
- How pedestrians and bicyclists are expected to access Great Point and Coskata Coatee Wildlife Refuge (recreation and conservations lands) 1.5 miles beyond the paved road. Geography and topography prove this plan is far from creating access to the conservation and recreation north of the gatehouse in Wauwinet;
- Why you're using a 46-year-old master plan as the basis and bible for a project in 2023. The neighborhood in question and the island in general have changed a great deal in nearly five decades and I don't see how a master plan that was developed in 1977 could possibly fully represent the needs and priorities of Nantucket today.

Lastly, on the subject of safety, the safety of nonmotorists is undoubtedly the most critical reason for a side path on any road. With this in mind, why is this side path a top priority when safety issues have not yet been addressed at other far more heavily congested island intersections and routes to date? Before spending hundreds of thousands of dollars, I'd ask you all to prioritize projects based on our current 2023 island reality, instead of idealizing the promise of a 1977 master plan.

Please reconsider the proposed Wauwinet side path and allocate taxpayer money to maintaining and improving existing bike and pedestrian infrastructure where it's needed most.

Thank you for your time and service to the Nantucket community.

Sincerely,
Maggie Evans

From: [Cornelis van vorst](#)
To: [Andrew Vorce](#)
Cc: [Erika Mooney](#); [Jason M. Bridges](#); allenreinhard@yahoo.com; [Patrick Reed](#); [Tom David](#); youngack@me.com
Subject: Wauwinet bike path
Date: Tuesday, January 10, 2023 8:13:17 AM

Dear sirs,

A bike path along the Wauwinet Road will be a huge improvement for anyone who uses the road. Driving it requires full attention as it is now. It's narrow and curvy, and its edges are more likely to end abruptly in a foot-deep trench than a shoulder. It is used heavily by large SUV's headed for Great Point all summer, and by even larger commercial vehicles all year long. I've lived on it for decades and have been witness to some terrifying close calls, several involving children.

As well as driving on it, I bike this road very frequently for work and for pleasure, and very often it's full length. Biking it requires extra vigilance, and, with heavy traffic, a constantly evolving plan for driving off it, if need be, to avoid calamity. It is quite a risk to make children face this situation, especially those who aren't sturdy riders yet.

I'm no fan of adding to the island's heavy burden of asphalt, nor of scraping off the nose of someone's property, as must surely happen; but this bike path is unquestionably a stand-out case for the public good.

I hope you forge ahead with this plan with all possible speed.

Sincerely,
Nils Van Vorst
Nils

This email was scanned by Bitdefender

From: [Dorry Swope](#)
To: [Erika Mooney](#)
Subject: Proposed Bike Path out to Wauwinet
Date: Tuesday, January 10, 2023 8:23:48 AM

I am for the bike path but only up to the turn off to Pocomo. Up to that point are most of the dangerous curves in the road.

Sincerely,

dorry Swope, 108 Wauwinet Road

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From: [Nancy M](#)
To: [Jason M. Bridges](#)
Cc: [Brooke Mohr](#); mmcnab@nantucket-ma.gov; [Dawn Hill Holdgate](#); [Matt Fee](#); [Andrew Vorce](#); [Erika Mooney](#); allenreinhard@yahoo.com; [Patrick Reed](#); [Rick Sears](#); billgrieder@gmail.com; [Town Manager](#); [Michael Cranson](#); [William Pittman](#)
Subject: I am an Enthusiastic Supporter of the Wauwinet Bike Path
Date: Tuesday, January 10, 2023 8:24:14 AM

Greetings from Wauwinet,

Count me in as someone who's been patiently waiting for a safe way to bike along Wauwinet Road. I'm beyond excited to know that the Wauwinet Bike Path is soon to be a reality. For decades I've had to explain to visiting family and friends that biking isn't safe on Wauwinet Road. Without a bike path, it's simply too dangerous. It doesn't matter how many mirrors or lights you have, it's not safe. Cars, trucks, sand, brush from the sides of the roads, the narrowness and curves of the road, all work against bikers. So, for years, I've been putting my bike in my truck, driving to Polpis Road, and only then do I begin biking. For over thirty-five years I've known it shouldn't be this way, but I understood other bike paths took precedence. It's finally Wauwinet's turn.

I want the whole community to be able to safely bike to and explore the Nantucket Conservation's Squam Swamp Property, the Land Bank's property next to Jane Lamb's house, Polpis Harbor, the soon to be open Land Bank property at Eat Fire Springs, NISDA, Pocomo Road and its beaches, Squam Road and specifically the public beach access point next to 51 Squam Rd where there's parking for only two cars, the entrance to beaches leading to Great Point, and, of course, The Wauwinet House and Toppers. This section of Nantucket, the Wauwinet Road area, offers so many beautiful spots and vistas for bikers. But, until the Wauwinet bike path is built, it's too risky to be on a bike on Wauwinet Road.

There are tons of us, on and off-island, who bike for pleasure or necessity, and look forward to having a Wauwinet Road bike path. Biking is healthy, it's good for the environment, and helps keep cars off our roads. I look forward to the day when Nantucket Community sailing students can bike safely to their Polpis Harbor sailing lessons after getting off the NRTA bus on Polpis Road.

Please make our wishes a reality. It's a win for all.

Thank you,
Nancy Moylan
6 Old Quidnet Milk Route
Nantucket, MA 02554
508 208 0507
nancy.moylan@gmail.com

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Town Administration Fiscal Year 2024 General Fund Budget Recommendations

As of December 14, 2022
Select Board Meeting

Select Board & Administration Goals and Priorities for FY2024

- Balanced budget – within projected revenue
- Strategic Plan
 - Housing, Housing, Housing
 - Environmental Leadership
 - Efficient Town Operations
 - Transportation
 - Quality of Life
- Capital and operational investment in infrastructure/facilities
- Sustainability
 - Storm Water
 - Coastal Resiliency
 - Water Quality
- Staffing
 - Employee retention

Strategic Plan Implementation Addressed with Budget Recommendations

- Strategic Plan
 - Housing
 - Increase opportunities to house Town employees
 - Environmental Leadership
 - Sustainability
 - Coastal Resiliency/Hazard Mitigation
 - Storm Water
 - Solid Waste
 - Transportation
 - Continued evaluation of demand management parking (Paid parking)
 - Parking enforcement
 - Quality of Life
 - Diversity Equity Inclusion (DEI) development of strategic plan
 - Park & Rec Division (Public Works)
 - Efficient Town Operations
 - Continued Investment in Technology
 - Investment in Infrastructure Maintenance
 - Central Fleet management
 - Employee retention strategies
 - E-document program continuation
 - Communications plan implementation

Additional Priorities

- Our Island Home Operations
- Municipal Facilities Project Implementation
- Parks Master Plan Activities
- Sustainability Office Development
- Capital Planning & Project Management
- Baxter Road Alternative Access
- DPW Campus Relocation
- Surfside Area Water Main Extension & Transportation Improvements
- Public Safety: Staffing, Equipment Maintenance, Call Firefighter Program

Efforts to Enhance Recruitment and Retention of Town Employees

- Succession planning
- Cross-train staff where appropriate
- Increase training and professional development opportunities
- Classification and compensation study
- Review and refine remote working options
- Review potential options for Town employee housing
- Evaluate employee benefits

FY2024 General Fund Budget Overview

- Revenue – Total Projected Revenue of \$139,245,361
Net of Property Tax Abatements
- Expenses – Total Projected Expenses of \$138,337,526
- Projected FY2024 Unused Levy Capacity \$907,835

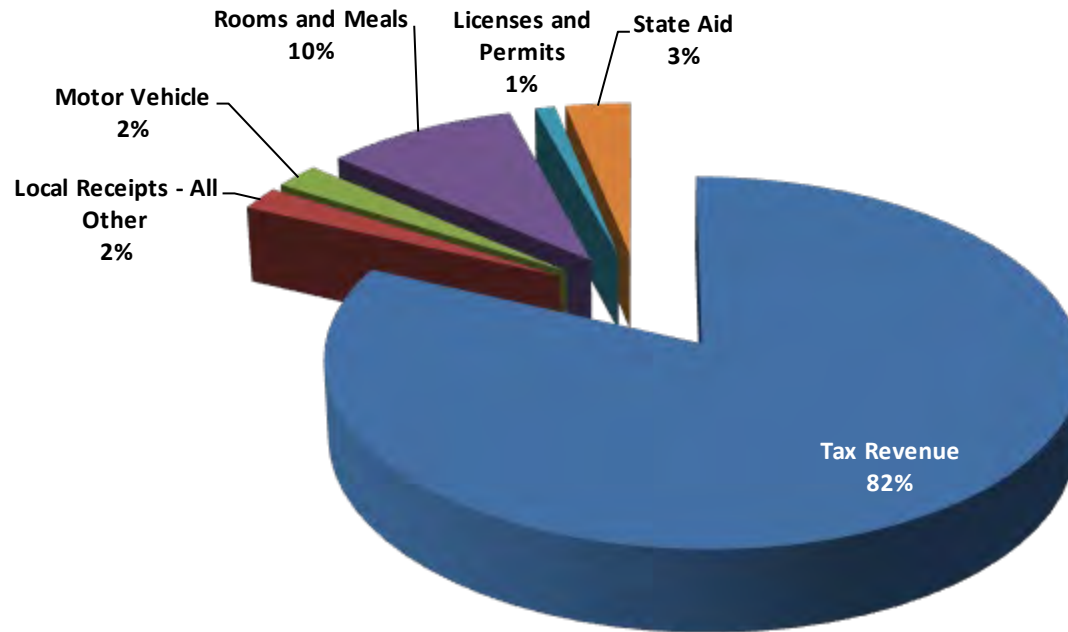
FY2024 General Fund Budget Summary Comparison

REVENUES	FY2023	FY2024	\$ Change	% Change
Property Tax	102,260,684	111,849,584	9,588,900	9.4%
Local Receipts (All other)	3,028,774	2,905,300	(123,474)	(4.1%)
Motor Vehicle Excise	2,750,000	3,100,000	350,000	12.7%
Rooms and Meals Tax	7,450,000	13,000,000	5,550,000	74.5%
Licenses and Permits	1,250,000	1,350,000	100,000	8.0%
State Aid (1)	4,385,979	4,385,979	-	-
Free Cash	6,762,559	1,571,663	(5,190,896)	(76.8%)
Other Available Funds	175,000	175,000	-	-
TOTAL REVENUES	128,062,996	138,337,526	10,274,530	8.0%
EXPENDITURES				
Municipal Departments	33,691,194	36,498,320	2,807,126	8.3%
School Department	34,976,987	37,126,987	2,150,000	6.1%
Non-Departmental	36,855,185	41,683,792	4,828,607	13.1%
Special Appropriations	22,539,630	23,028,427	488,797	2.2%
TOTAL EXPENDITURES	128,062,996	138,337,526	10,274,530	8.0%

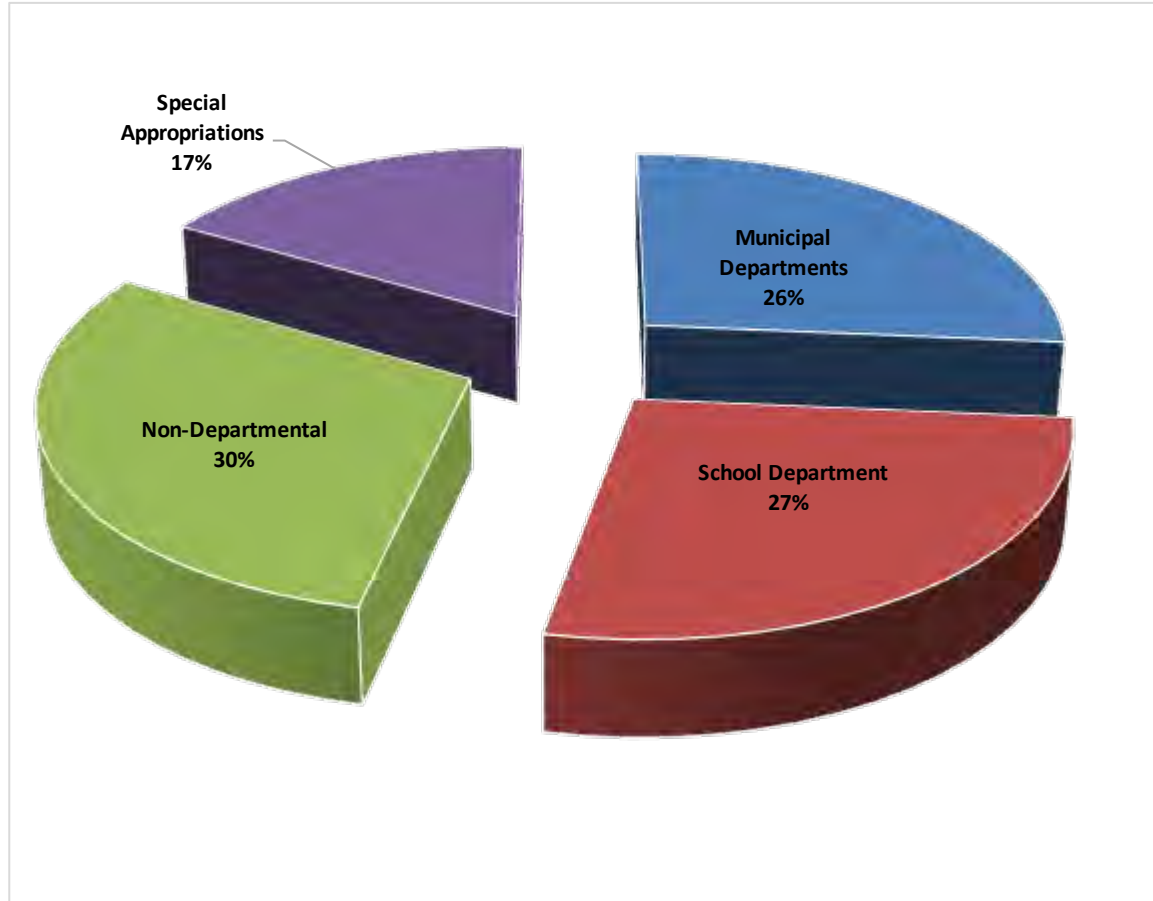
- See Appendix A for detailed breakdown.

(1) FY 2024 state aid represents level funding from FY 2023 approved figure.

FY2024 General Fund Projected Revenue



FY2024 General Fund Projected Expenses



FY2024 General Fund Budget

Expense Categories

Category	FY2024 Current Projection	Notes
Town Operational Expenses	\$11,237,109	
Town Operational EIRs ⁽¹⁾	\$3,236,395	<i>Included in Town expenses</i>
Town Salaries	\$25,079,753	<i>Contracts in negotiations; c/b allowance</i>
Town Personnel EIRs	\$769,238	<i>Included in Town salaries</i>
School Operational Expenses	\$6,230,385	
School Operational EIRs	\$641,858	<i>Included in School expenses</i>
School Salaries	\$30,296,602	<i>Contracts in negotiations; collective bargaining allowance</i>

(1) EIR = Expense Increase Request.

FY2024 General Fund Budget

Fixed Costs

Category	FY2024 Current Projection	% Change over FY2023 Budget
Health Insurance		
Active	\$12,251,348	3.3% increase
Retiree	\$4,083,783	3.3% increase
General Insurance	\$4,091,932	15% increase
Debt Service	\$14,422,131	<i>per established schedule</i>
Retirement	\$6,834,598	8.5% increase
Enterprise Fund Subsidies*	\$17,585,335	2.5% Increase

* See Appendix A for detailed breakdown.

FY2024 General Fund – Special Appropriations

Category	FY2024 Current Projection	% Change over FY2023 Budget
Mosquito Control	\$181,458	2.5% increase
Health & Human Services	\$825,000	No change
County Assessment	\$179,075	2.5% increase
Reserve Fund	\$500,000	No change
Unpaid Bills	\$12,163	87% decrease
Other Post Employment Benefits (OPEB)	\$500,000	50% decrease
Affordable Housing Trust Fund	1,013,044	37.7% decrease
Overlay & Other Deficits	\$0	\$0
Cherry Sheet Charges	\$1,213,219	No change
Community School	\$600,000	9.1% increase
Min Cap Funding Req.	\$1,200,592	n/a - 1% of prior year revenue
TOTAL EXPENSES	\$138,337,526	

FY2024 Town Expense Increase Requests

(included in recommended budget, excluding school)

- \$4,996,133 Submitted Requests
 - One-time \$1,559,500
 - On-going \$3,436,633
- \$4,368,633 Recommended
 - One-time \$1,559,500
 - On-going \$2,809,133
- To be funded through available tax levy, budget adjustments, alternate funding sources, free cash, potential revenue increases

FY2024 Recommended Town Personnel Expense Increase Requests

Department	Description of Expense Request	One- Time or Ongoing	Approved EIRs (1)
Personnel Expense Increase Requests (EIRs)			
DPW	Addition of 2 Facility Technicians	Ongoing	188,886
DPW	Central Fleet Admin	Ongoing	102,742
Finance	Addition of 1 Accounting Clerk	Ongoing	102,742
Fire	Addition of 4 Lieutenants	Ongoing	406,403
Housing	Rental Property Manager	Ongoing	*
HHS	Volunteer Coordinator part-time	Ongoing	67,871
Marine	Deputy Harbormaster	Ongoing	119,922
PLUS	Senior Planner	Ongoing	128,671
PLUS	Overtime increase	Ongoing	15,000
Department Personnel EIR			\$ 1,132,238

*The funding for this position already exists in the Housing Department's budget. Professional services will be reduced.

FY2024 Recommended Town Operating Expense Increase Requests

Operating Expense Increase Requests (EIRs)

IT	IT Assessment and Strategic Plan	One-Time	100,000
Housing	Employee housing property rent	One-Time	200,000
Housing	Housing subsidy program	One-Time	1,000,000
NR	Upgrades and repairs to Hatchery equipment	One-Time	25,000
Town Admin	Facilities maintenance study	One-Time	75,000
Town Admin	Baxter Rd alternative access	One-Time	150,000
Town Clerk	High Speed Tabulator and Poll Pad for Town elections	One-Time	9,500
DPW/Central Fleet	Increase in repairs & maintenance vehicle	Ongoing	100,000
DPW/Central Fleet	Increase in repairs & maintenance equipment	Ongoing	100,000
DPW/Central Fleet	Central Fleet management platform	Ongoing	12,000
DPW/Central Fleet	Increase in professional services	Ongoing	15,000
DPW/Central Fleet	Increase in repairs & maintenance consumables	Ongoing	30,000
DPW/Central Fleet	Increase in state travel	Ongoing	20,000
Finance	Additional OpenGov Services	Ongoing	65,000
FinCom	Increase in printing	Ongoing	5,000
HR	Increase in funding for employee recognition and training	Ongoing	36,500
HR	Increase in funding for other recruiting expenses	Ongoing	30,000
HR	Increase in professional services NeoGov services	Ongoing	20,000
HR	Increase in professional services employee pre-employment physical	Ongoing	10,000
IT	Increase 5% Annual Professional Services	Ongoing	32,395
Park & Rec	Increase in repairs & maintenance buildings	Ongoing	30,000
Park & Rec	Increase in repairs & maintenance equipment	Ongoing	30,000
Park & Rec	Increase in repairs & maintenance grounds	Ongoing	150,000
Park & Rec	Consolidation of Town Landscape contracts	Ongoing	200,000
Public Facilities	Property Management	Ongoing	150,000
Street Lighting	Street lights maintenance	Ongoing	100,000
Town Admin	Communications division	Ongoing	125,000
Town Admin	Professional services	Ongoing	50,000
Town Admin	Employee retention strategies	Ongoing	300,000
Town Admin	NCTV additional services	Ongoing	30,000
Town Admin	Out of state travel increase	Ongoing	8,000
Town Admin	Professional services in DEI division	Ongoing	13,000
Town Clerk	Sound services for ATM	Ongoing	5,000
Town Clerk	Binding of vital records	Ongoing	10,000

Total Operating Expense Increase Requests	\$ 3,236,395
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Total Town Personnel & Operational Expense Increase Requests	\$ 4,368,633
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FY2024 Town Expense Increase Requests

Funding Source Detail

Funding Source	Amount
Tax Levy & Other General Revenues	\$2,809,133
Free Cash	\$1,559,500
Capital Exclusion	\$0
Special Revenue Funds	\$0
Borrowing	\$0
Total - All Funding Sources	\$4,368,633

Preliminary Free Cash Recommendation (Subject to Change)

General Fund Certified Free Cash*	\$15,250,000*
Fund Town Expense Increase Requests (one-time)	\$1,559,500
Fund School Expense Increase Requests (one-time)	\$250,000
Fund Town and School Capital Requests	10,000,000
Unpaid Bills	\$12,163
Stabilization Fund	TBD
Capital Stabilization Fund	TBD
Other Post Employment Stabilization Fund	TBD
OPEB Trust Fund Contribution	TBD
Unallocated Free Cash	\$3,428,337

*Free Cash for use in FY2023 and FY2024 is pending certification by the Department of Revenue as of December 1, 2022. Full certification is expected in late December 2022 or early January 2023. This amount is expected to exceed budget projections due to a better operating result than FY2022 Pursuant to Town policy and best management practices, Free Cash is used for non-recurring items such as capital projects or items or other one-time expenses.

FY2024 Outstanding Items and Current Unknowns

- State Aid Impact
- Harbor Place Project
- Citizen Warrant Articles Potential Cost Impact
- PFAS Costs
- Short-term Rentals
- Supply Chain & Labor Issues
- Implementation of Coastal Resilience Plan and Budget Implication
- Solid Waste
- Free Cash
- Collective Bargaining Negotiations
- Retirement Assessment

Future Potential Costs

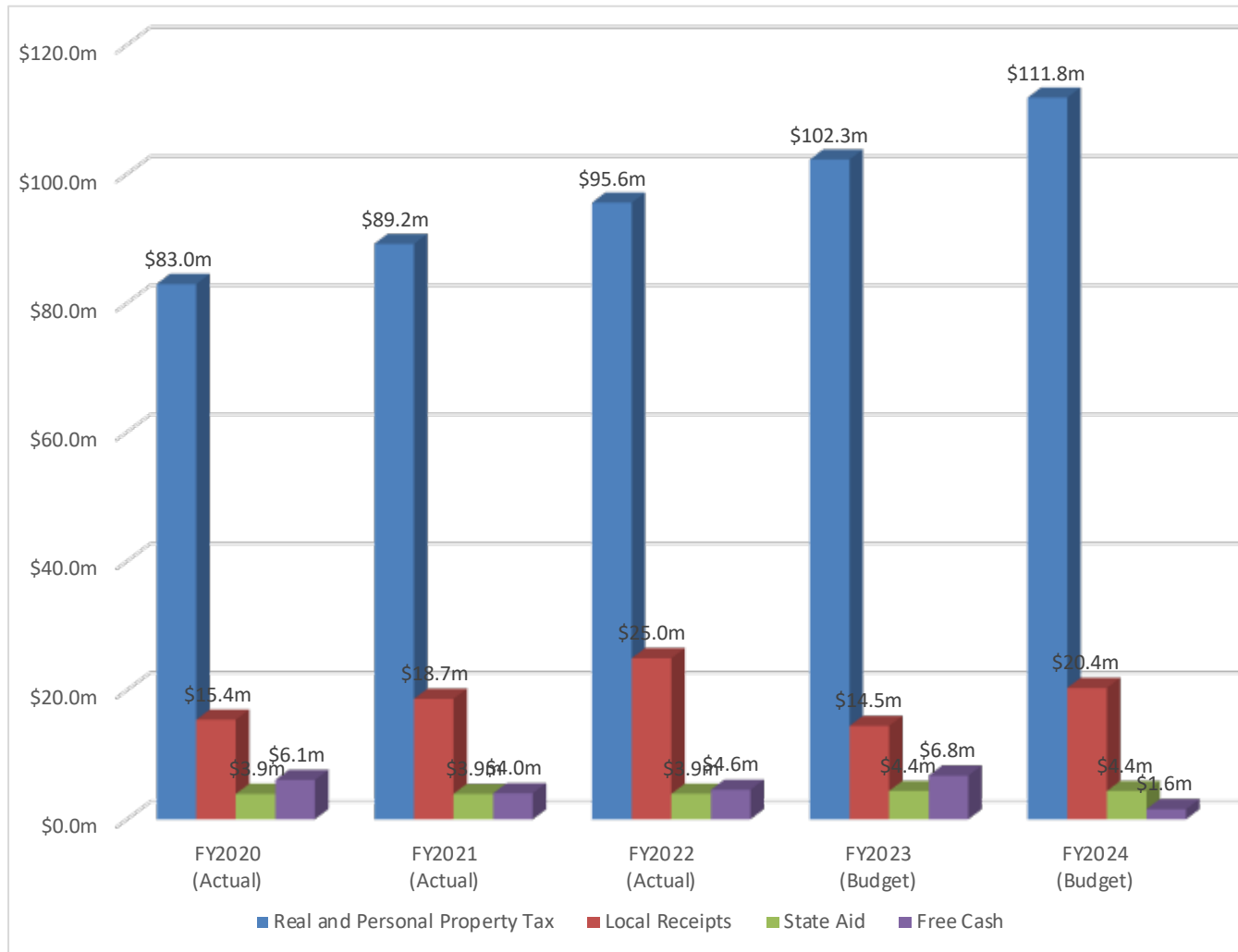
- Integration and implementation of plans
 - Strategic Plan
 - Coastal Resilience Plan
 - Master Plan
 - Parks Master Plan
 - Capital Improvement Plan
 - Hazard Mitigation Plan
 - Harbors Plan
 - Open Space and Recreation Plan
- Employee recruitment and retention, including housing
- Affordable Housing
- Cyber security measures
- Update of 5-year General Fund Forecast
- Solid Waste
 - Current Contract Expires in 2025
- NRTA
 - Service Modifications
- PFAS
- Baxter Road Alternative Access

Next Steps

- January 10: Town Administration FY2024 Budget presentation to School Committee
- January 11: Select Board public hearing; endorsement of recommended FY2024 General Fund Budget
- Mid-January – mid-March: Finance Committee review of General Fund & Enterprise Fund budgets; other financial appropriations
- Saturday, May 6: Annual Town Meeting (2023)

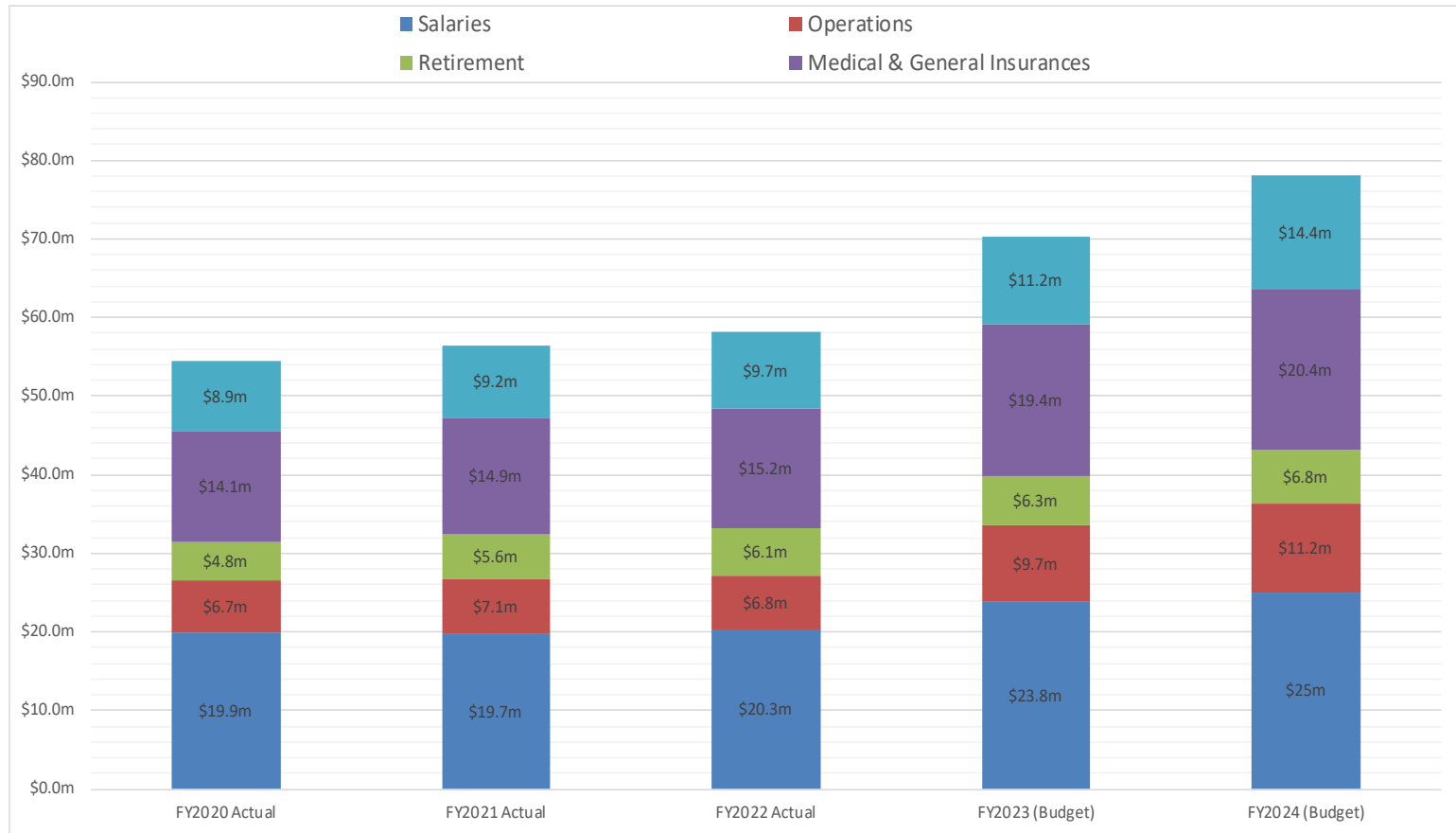
General Fund Revenue Breakdown

FY2020 - FY2024



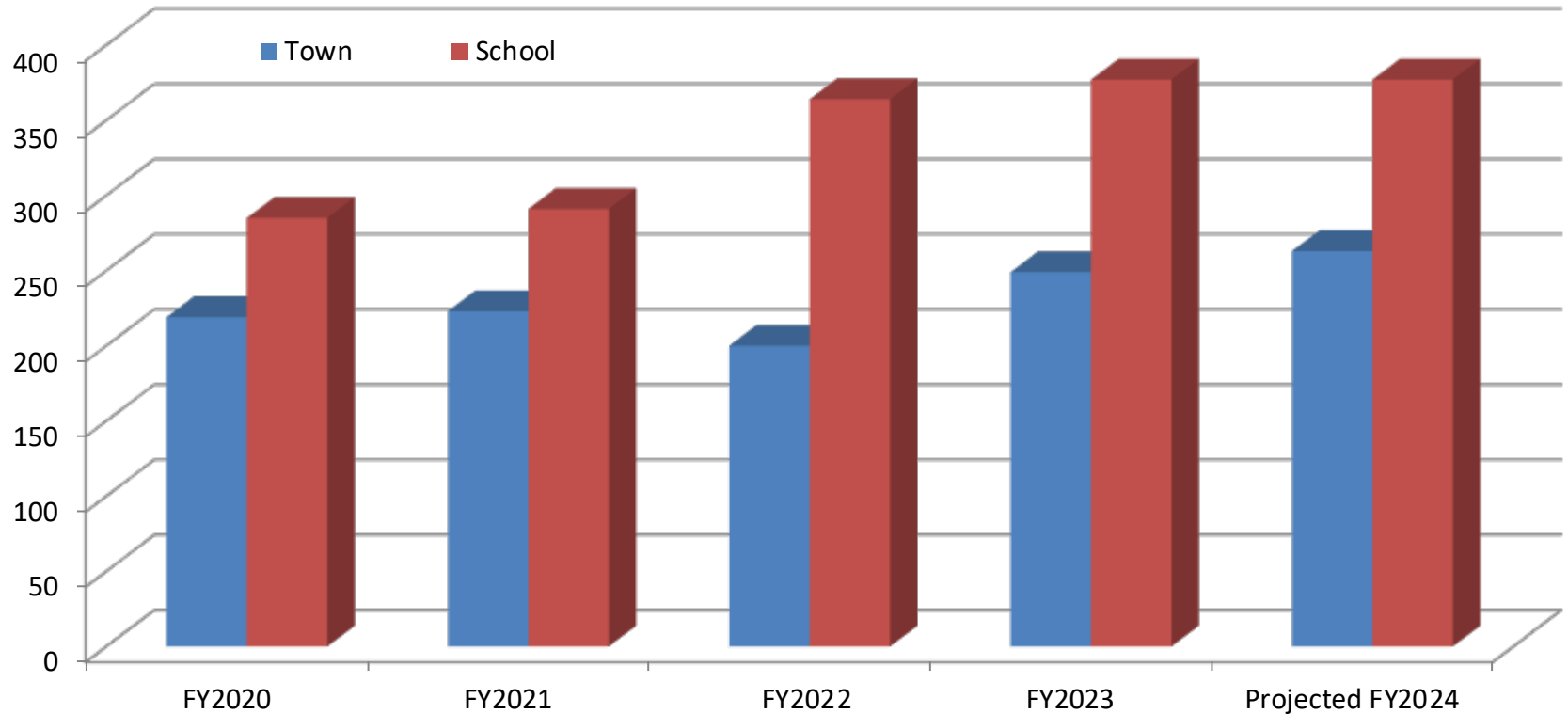
Town Expense Breakdown

FY2020 - FY2024



General Fund Personnel History

FY2020 - FY2024



* Full Time Equivalent Calculation = 33-40 Hrs 1.0; 20-32 Hrs 0.50; Seasonal = 0.25

**For comparative purposes, Town Personnel History does not include Our Island Home

*** Education Personnel History includes Community School Employees

FY2024 General Fund Budget Breakdown – Revenues

	Budget FY2023	Budget FY2024	\$ Change	% Change
<u>Tax Revenue Limitations</u>				
Levy Limit from Prior Year	\$ 89,231,193	\$ 92,436,973	\$ 3,205,780	3.6%
Add: 2 1/2 % increase	2,230,780	2,310,924	80,144	3.6%
Add: Prop 2.5% operating override	-	-	-	na
Add: new growth <i>estimate</i>	975,000	1,000,000	25,000	2.6%
Add: operating override	-	5,000,000	5,000,000	na
Levy Limit for Current Year	92,436,973	100,747,897	\$ 8,310,924	9.0%
Add: Debt Exclusion	10,391,813	11,559,522	1,167,709	
add: Capital Exclusion	1,016,000	850,000	(166,000)	
Maximum Allowable Levy for Current Year	\$ 103,844,785	\$ 113,157,419	\$ 9,312,634	9.0 %
OVERLAY	(400,000)	(400,000)	-	-
Net available:	\$ 102,260,684	\$ 111,849,584	\$ 9,588,900	9.4 %
State Aid	\$ 4,385,979	\$ 4,385,979	\$ -	-
Local Receipts:				
Motor Vehicle Excise	2,750,000	3,100,000	350,000	12.7%
Rooms and Meals Tax	7,450,000	13,000,000	5,550,000	74.5%
Licenses and Permits	1,250,000	1,350,000	100,000	8.0%
Local Receipts - All Other	3,028,774	2,905,300	(123,474)	(4.1%)
Total Local Receipts	14,478,774	20,355,300	5,876,526	40.6 %
Total Revenue	\$ 121,125,437	\$ 136,590,863	\$ 15,465,426	12.8 %
Other Sources				
Other Sources	175,000	175,000	-	-
Free Cash Used	6,762,559	1,571,663	(5,190,896)	(76.8%)
Excess Overlay	-			
Total Revenue and Other Sources	\$ 128,062,996	\$ 138,337,526	\$ 10,274,530	8.0 %
Total Expenses and Other Uses	\$ 128,062,996	\$ 138,337,526	\$ 10,274,530	8.0 %

FY2024 General Fund Budget Breakdown – Expenses

	Budget FY2023	Budget FY2024	\$ Change	% Change
General Fund Operating Budget Items:				
Salaries - Town (includes allowance for collective bargaining)	\$ 22,236,165	\$ 24,310,515	\$ 2,074,350	9.3%
<i>Town Expense increase Requests- Salaries</i>	1,575,962	\$ 769,238	(806,724)	(51.2%)
Salaries - School (includes allowance for collective bargaining)	27,276,082	\$ 28,638,460	1,362,378	5.0%
<i>School Expense increase Requests- Salaries</i>	1,362,378	\$ 1,658,142	295,764	21.7%
Transfers to community school	550,000	\$ 600,000	50,000	9.1%
Subtotal Salaries	\$ 53,000,587	\$ 55,976,355	\$ 2,975,768	5.6%
Operating Expenses, Town:	7,365,135	\$ 8,000,714	635,579	8.6%
<i>+Town Expense Increase Requests-Operating</i>	2,336,900	\$ 3,236,395	899,495	38.5%
Operating Override - 2011 Mosquito Control	177,032	\$ 181,458	4,426	2.5%
Operating Expenses, School	5,600,905	\$ 5,588,527	(12,378)	(0.2%)
<i>+School Expense Increase Requests-Operating</i>	187,622	\$ 641,858	454,236	242.1%
Subtotal Expense	\$ 15,667,594	\$ 17,648,952	\$ 1,981,358	12.6%
Group Medical Insurance- Active Employees	11,857,399	\$ 12,251,348	393,950	3.3%
Group Medical Insurance- Retired Employees	3,952,466	\$ 4,083,783	131,317	3.3%
General Insurance (all other insurance)	3,556,680	\$ 4,091,932	535,252	15.0%
Subtotal Insurance	\$ 19,366,545	\$ 20,427,063	\$ 1,060,518	5.5%
Debt Service	\$ 11,189,470	\$ 14,422,131	\$ 3,232,660	28.9%
Retirement	\$ 6,299,169	\$ 6,834,598	\$ 535,429	8.5%
Total General Fund Operating Budget Items	\$ 105,523,366	\$ 115,309,099	\$ 9,785,733	9.3%
Other Articles				
Unpaid Bills	90,154	\$ 12,163	(77,992)	(86.5%)
Special Purpose Stabilization Fund for Town Employee Accrued Liabilities	1,500,000	\$ -	(1,500,000)	(100.0%)
Reserve Fund	500,000	\$ 500,000	-	-
Health and Human Services	650,000	\$ 650,000	-	-
Special Purpose Stabilization for Substance Abuse	175,000	\$ 175,000	-	-
County Assessment	174,707	\$ 179,075	4,368	2.5%
Other Post Employment Benefits (OPEB / GASB45)	1,000,000	\$ 500,000	(500,000)	(50.0%)
Capital Project Stabilization Fund	1,250,000	\$ -	(1,250,000)	(100.0%)
Stabilization fund	1,500,000	\$ -	(1,500,000)	(100.0%)
Affordable Housing Trust Fund	1,625,000	\$ 1,013,044	(611,956)	(37.7%)
Capital			-	na
General Fund budgeted from revenue (Town Bylaw 11-12.1)			-	na
Town Capital (Non-Recurring)	1,070,980	\$ 1,200,592	129,612	12.1%
Enterprise Fund Transfers				
Transfer to Enterprise Fund (Our Island Home - Beginning FY2011)	5,125,000	\$ 5,253,125	128,125	2.5%
Add: Additional Subsidy from Free Cash (Our Island Home)			-	na
Transfer to Enterprise Fund (SWEF Operating Overrides 1999/2006)	3,839,103	\$ 3,935,081	95,978	2.5%
Add: Additional General Fund Subsidy to SWEF 2012-Forward	2,826,467	\$ 2,897,129	70,662	2.5%
Add: SWEF override		\$ 5,000,000	5,000,000	na
Transfer to Enterprise Fund (Stormwater)		\$ 500,000	500,000	na
Total Other Article Appropriations	\$ 21,326,411	\$ 21,815,208	\$ 488,797	2.3%
Other Statutory Expenditures				
Overlay and other deficits	-	\$ -	-	na
Cherry Sheet Offsets and Charges	1,213,219	\$ 1,213,219	-	-
Total Appropriations and Other Statutory Expenditures	\$ 128,062,996	\$ 138,337,526	\$10,274,530	8.0%

Historical Information

Stabilization and Trust Funds

	2018	2019	2020	2021	2022
General Stabilization	5,059,485	5,411,964	5,541,745	5,770,018	5,761,339
Capital Stabilization	1,250,000	1,250,000	1,250,000	1,302,038	1,299,800
OPEB Trust Fund	2,390,558	3,130,312	3,681,241	4,248,650	4,885,113

Certified Free Cash

	2018	2019	2020	2021
Certified Free Cash	\$9,593,671	\$10,334,761	\$9,655,001	\$19,281,934

Historical Information

Our Island Home

Our Island Home	FY2018	FY2019	FY2020 (2)	FY2021 (3)	FY2022 (4)
General Fund Subsidy	1,511,446	1,511,446	2,687,245	3,500,000	5,000,000
Certified Retained Earnings	2,687,275	1,619,047	2,046,379	6,188,036	-
CPE Payment	1,515,353	1,448,300	-	2,822,647	-

(2) In FY2020 the Town didn't receive CPE payment

(3) Two years of CPE were received in FY2021

(4) In FY2022 the Town didn't receive CPE payment

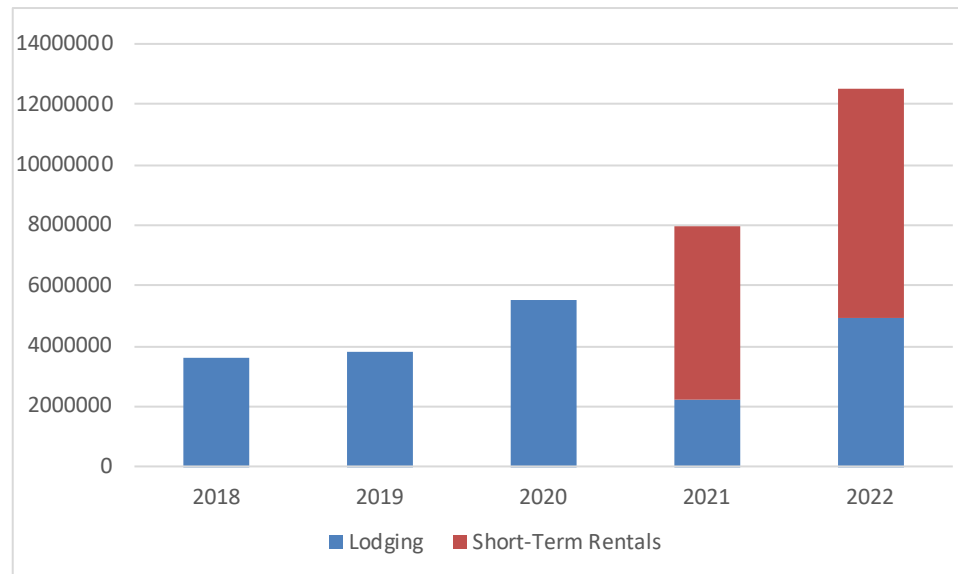
Solid Waste Enterprise

Solid Waste Enterprise Fund	FY2018	FY2019	FY2020	FY2021	FY2022
Landfill Operations	5,894,930	6,039,524	6,189,664	6,343,105	6,502,995
Landfill Mining	700,000	700,000	-	-	-
End of year Budget Transfer					500,000
Reserve Transfer					500,000
Section 33B Transfer					800,188
Certified Retained Earnings	2,099,354	1,453,694	932,731	722,202	-

Historical Information

Local Option Rooms Tax 5 Year History

	2018	2019	2020	2021	2022
Lodging	\$ 3,622,241.64	\$ 3,807,929.59	\$ 5,553,748.52	\$2,213,648.00	\$ 4,915,728.00
Short-Term Rentals	\$ -	\$ -	\$ -	\$5,766,637.00	\$ 7,582,789.00
Total	\$ 3,622,241.64	\$ 3,807,929.59	\$ 5,553,748.52	\$7,980,285.00	\$ 12,498,517.00



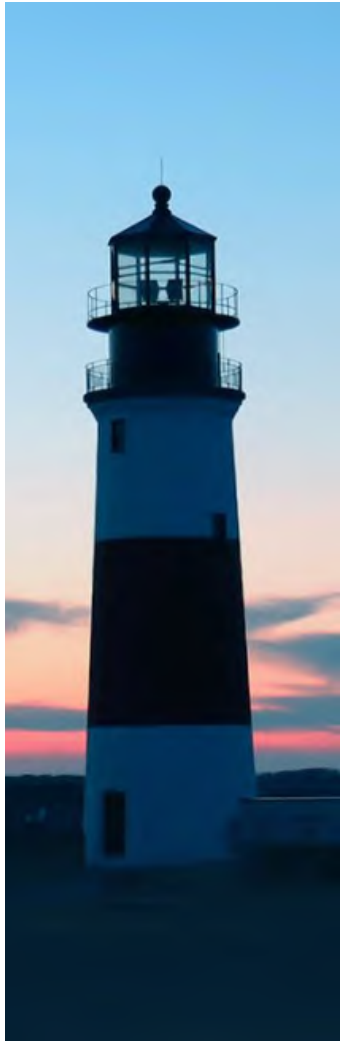
Fiscal Year 2024
Town Manager's [Budget Message](#)

Alternative Access and Utility Relocation for Continuity of Services for Baxter Road Residents

Select Board Meeting – Project Update

January 11, 2023

Agenda

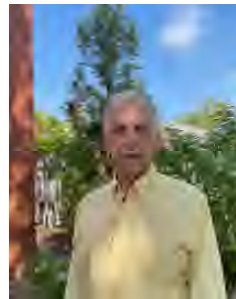


- 1 **Introductions**
- 2 **Goals for Tonight**
- 3 **Project Status & Schedule Update**
- 4 **Route Options**
- 5 **Anticipated Costs**
- 6 **Upcoming Work Items**
- 7 **Questions & Discussions**

Introductions – Project Team



Elizabeth C. Gibson
Town Manager



Kenneth Beaugrand
Real Estate Specialist



Vincent Murphy
Sustainability Programs Manager



William D. Casey, Jr., PE
Project Manager



**Jennifer Kelly Lachmayr, PE,
BCEE**
Project Director



Kathryn Edwards, PE
Public Outreach Lead



Andy Elderbrock, EI
Project Engineer

Goals for Tonight

1. Update Select Board on project status
2. Describe benefits and impacts of each route option
3. Consensus from Select Board on a preferred route so final design can proceed



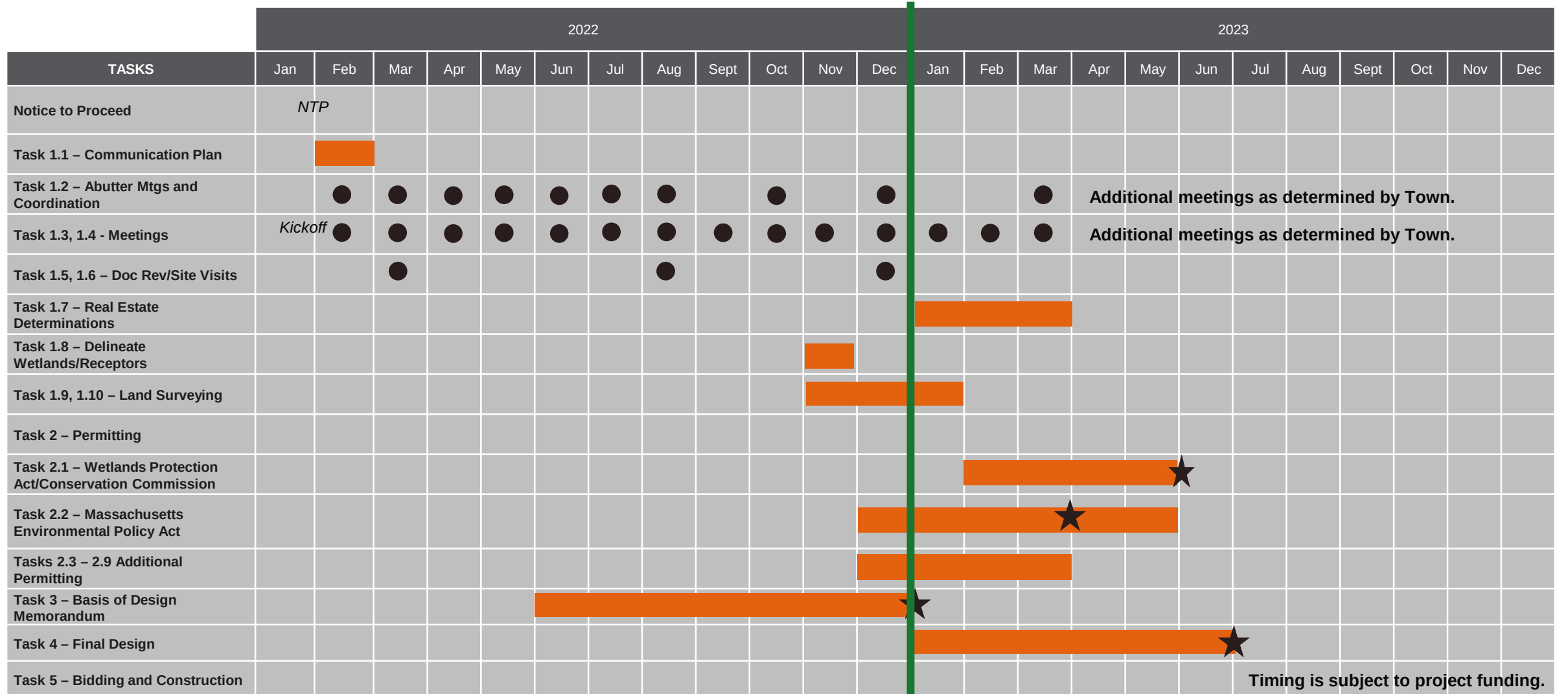
Project Status Update

- Since Select Board Update on **October 19, 2022**
 - Continued Communication with Homeowners
 - Basis of Design Memorandum - **Submitted & Under Review**
 - Field Survey - **Ongoing**
 - Wetland & Endangered Species Delineation – **Complete**
 - Project Notification Form – **Submitted to Massachusetts Historical Commission**



Baxter Road Utility Relocation and Alternate Access Design

Revision 1/3/23 – Subject to Change



Significant Deliverable



Meetings

We are here

Timing is subject to project funding.

Route Options

- Three (3) options developed with Town staff & homeowner input (figures to follow)
- Routes indicate proposed access ways AND utility corridors
- All routes:
 - Main trunk lines (water & sewer) in Polpis Road Bikepath (Sankaty Road)
 - Connection to existing infrastructure at Bayberry Lane & Baxter Road
- Routes differ in “branches” connecting properties to Sankaty Road

Option	Total Length (LF)
A	5,650
B	5,800
C	6,400

Option A



Benefits

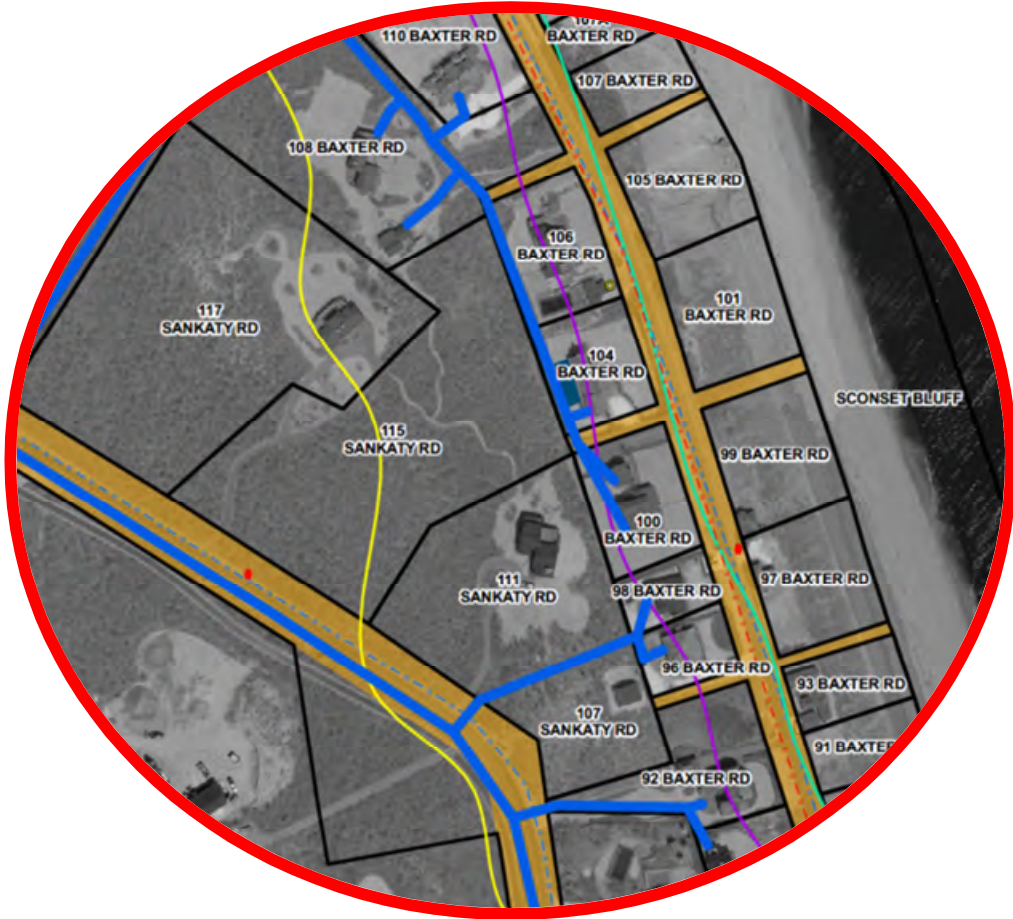
- Avoids existing swimming pools at 104 & 106 Baxter Road
- Minimizes disturbance to native plantings as 96, 98, 100, 104 Baxter have manicured lawns and landscaping
- Shortest overall length of the three options
- Minimizes disruption to family parcel groupings of 111, 115, 117 Sankaty and 108 Baxter
- Planned access for 90-92 Baxter to be a shared driveway with a maximum width of 15-feet

Impacts

- Tight corridor between 100 Baxter & 111 Sankaty will impact privacy
- Tight corridor along 92 Baxter for 90 Baxter access will impact privacy
- Potential relocation of shed at 98 Baxter
- Planned access of two 10-foot travel lanes
- Disturbs native plantings between 107 & 111 Sankaty.
- Zoning variances may be required for setbacks



Option B



Benefits

- Minimizes disturbance to native plantings as 96, 98, 100, 104 Baxter have manicured lawns and landscaping
- Avoids shed at 98 Baxter
- Planned access for 90-92 and 96-98 Baxter to be shared driveways with a maximum width of 15-feet
- Minimizes disruption to family parcel groupings of 111, 115, 117 Sankaty
- Second shortest overall length of the three options by 150-feet

Impacts

- Swimming pools at 104 & 106 Baxter will be impacted
- Planned access of two 10-foot travel lanes for 100, 104, 106 & 108 Baxter
- Zoning variances may be required for setbacks



Option C



Benefits	Impacts
• Avoids existing swimming pools at 104 & 106 Baxter • Avoids shed at 98 Baxter • Planned access for 86-90, 96-98 and 100-104 Baxter to be shared driveways with a maximum width of 15-feet	• Creates more disturbance to native plantings as compared to other Options • Maximum disruption to family parcel groupings of 111, 115, 117 Sankaty • Longest overall length of the three options thereby highest estimated cost.

Anticipated Costs

Option	A	B	C
Phase I	\$24,000,000	\$24,400,000	\$25,900,000
Phase II	\$10,400,000	\$10,400,000	\$10,400,000
Planning Estimate AACE Class 4 [-30% Low/+50% High]	\$34,400,000 [\$24,080,000-\$51,600,000]	\$34,800,000 [\$24,360,000-\$52,200,000]	\$36,300,000 [\$25,410,000-\$54,450,000]

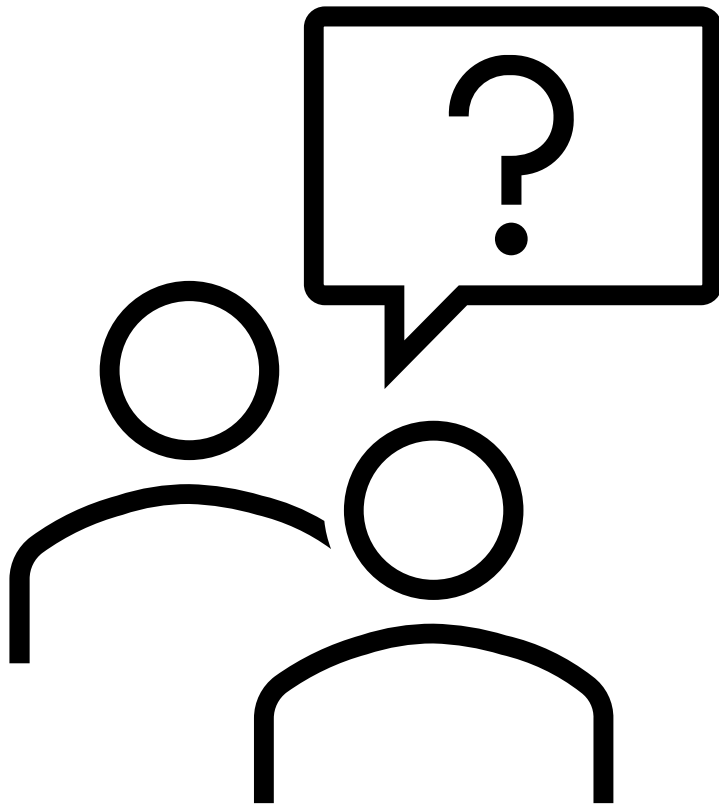
Notes:

1. AACE = Association for the Advancement of Cost Engineering.
2. AACE Class 4 represents 15% project definition.
3. This estimate represents a low level of accuracy as project design drawings have not been developed. As design documents are developed further the level of accuracy will increase and the contingencies will decrease.

Upcoming Work Items

1. Route Selection (*January/February 2023*)
2. Permitting (*ongoing*)
3. “Shovel-Ready” Construction Documents
(*ongoing*)

QUESTIONS & DISCUSSION



Thank You!



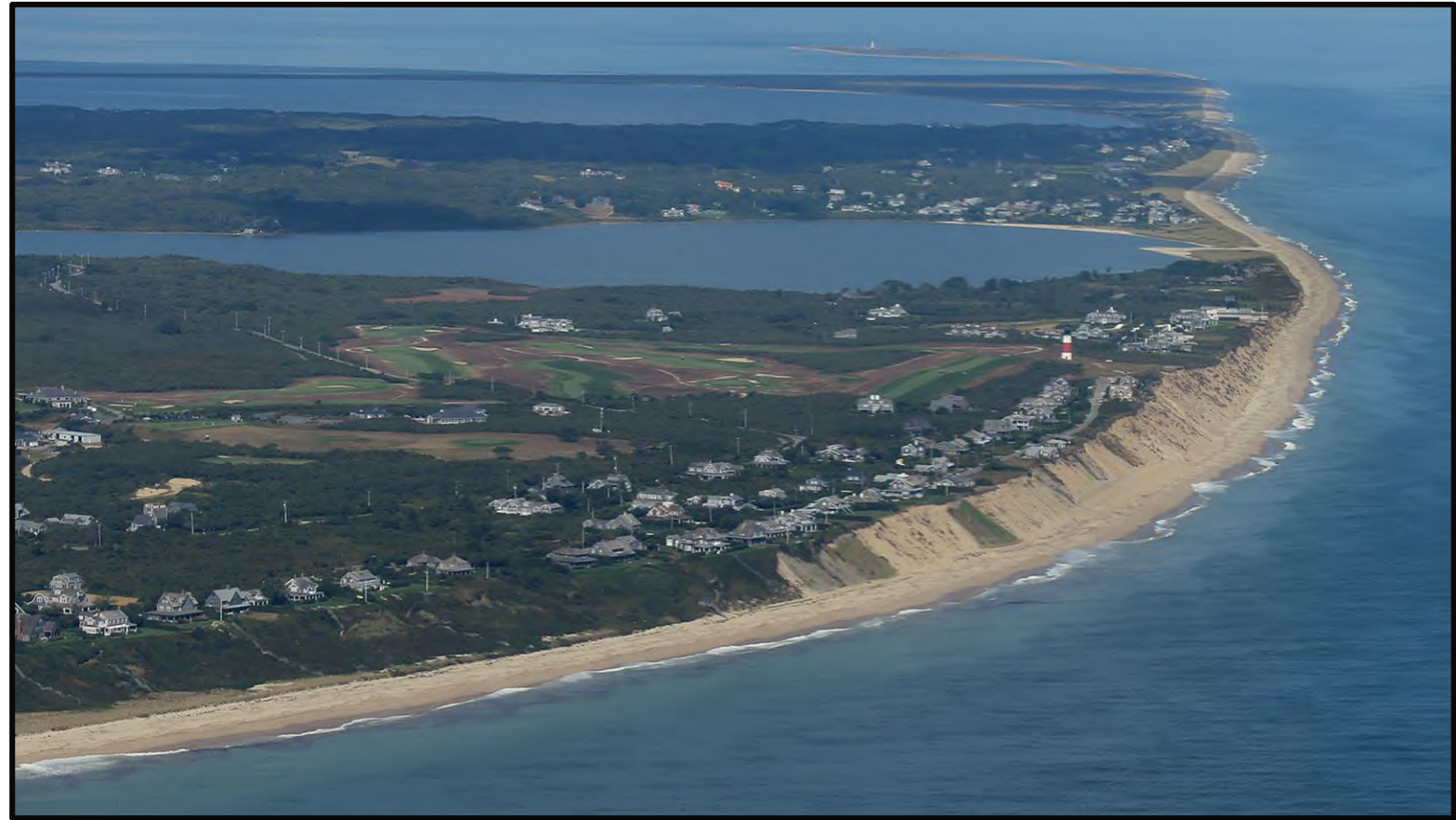
William D. Casey, Jr., PE

Project Manager



Jennifer Lachmayr, PE

Project Director



<https://www.bostonglobe.com/metro/2014/09/28/battle-over-bluff-nantucket/L41admApMtz3ZGqsO8XITl/story.html>

Arcadis. Improving quality of life.

From: [Libby Gibson](#)
To: [George Pucci](#); Jennifer.Lachmayr@arcadis.com; [Vincent Murphy](#)
Cc: [Erika Mooney](#); [Brooke Mohr](#); [Dawn Hill Holdgate](#); [Jason M. Bridges](#); [Malcolm MacNab](#); [Matt Fee](#)
Subject: FW: Letter from SBPF
Date: Monday, January 9, 2023 9:45:20 AM
Attachments: [1-9-23 Letter to Town.pdf](#)

FYI

Erika – this can go in the Packet Update (which hopefully will also get the draft warrant, later today)

C. Elizabeth Gibson, ICMA-CM
Town Manager
Town of Nantucket
(508) 228-7255

This electronic message and any attached files contain information from the Town of Nantucket that may be privileged and/or confidential. The information is intended for the recipient named above, and use by any other person is not authorized. If you are not the intended recipient, any disclosure, distribution, copying, or use of this information is strictly prohibited. If you have received this message in error, please notify the sender by e-mail immediately. Also, please be advised that the Secretary of State's office has determined that most e-mails sent to and from municipal officials are considered to be public records and consequently may be subject to public disclosure.

From: Josh Posner <jposner@risingtidellc.net>
Sent: Monday, January 9, 2023 8:56 AM
To: Libby Gibson <LGibson@nantucket-ma.gov>
Cc: Jeff Carlson <JCarlson@nantucket-ma.gov>; Jason M. Bridges <jmbridges@nantucket-ma.gov>
Subject: Letter from SBPF

Dear Libby- Attached is the letter from SBPF regarding the Sconset erosion project. Please circulate as appropriate. I have copied Jeff so he can circulate to the Conservation Commission.

Thank you.

Josh

Josh Posner, President
Siasconset Beach Preservation Fund
PO Box 2279
Nantucket, MA 02584
617-549-3232
joshuacposner@gmail.com
www.sconsetbeach.org

Siasconset Beach Preservation Fund
PO Box 2279
Nantucket MA 02584

By Email

January 9, 2023

Jason Bridges, Chair, Select Board
Libby Gibson, Town Manager
Town of Nantucket
Nantucket, Massachusetts 02554

Dear Jason and Libby:

With a profound sense of disappointment, SBPF has decided to conclude its decade-long effort to protect the public assets and homes along northern Baxter Road from the ravages of sea level rise and coastal erosion. Our disappointment is particularly deep because we have successfully demonstrated (through years of hard work and study) an environmentally and economically sound method of protecting these assets and homes for decades into the future. In addition, a notice of intent that would implement these protections on a sustainable basis for the benefit of an expanded area currently is pending before the Nantucket Conservation Commission. Unfortunately, we have become convinced that a majority of the Commission will not support the notice of intent or any other reasonable alternative to demanding removal of the geotubes. Given this hurdle, we can see no path forward that is likely to result, at this time, in an approval of the expanded protections the Town of Nantucket and Sconset desperately need.

Elected and appointed officials, environmental scientists, coastal engineers, lawyers, SBPF's members, and regular citizens have invested millions of dollars and countless hours trying to find common ground with opponents of our project. We have done our best to find a cooperative way forward. Working together with the Select Board and Town administrators, we developed a viable plan to protect our Town and its citizens—a plan that is supported by scientific data that proves, beyond any reasonable scientific question, that the project has prevented and can continue to prevent erosion of the bluff while preserving Nantucket's beaches. Unfortunately, for the last two years the commission has steadfastly refused to even consider this approach, focusing only on jumping on a chance to remove the geotubes.

We thank the Town leaders and members of the public who have had the courage to work with us and stand up for a common-sense way forward. And make no mistake: this work created a sensible path that would allow the Town to work cooperatively with a united Sconset community to modify and extend (primarily with private funding) SBPF's successful project, ensuring longer-term preservation of Baxter Road and its community. It is a sad reality that local politics has driven us to a point of ill-conceived removal of the successful geotubes. The experts agree that removal will shortly result in the closing of northern Baxter Road with extremely costly

consequences, including the need to relocate utilities and access to homes, restricted access to the lighthouse, significant takings of private property and associated litigation, and the loss of significant property values and tax revenues.

SBPF and its members hope that one day in the future, reason, science, and good public policy will once again raise their heads and allow for sensible solutions. For now, however, a realistic opportunity for logical protections appears lost. As a result, SBPF believes that the Town and SBPF should withdraw their pending notice of intent. We urge the Town to take over the operation of the existing geotubes at least for a short time while continuing to try to work with the Commission to find a sensible way forward. Otherwise, sadly, the alternative is to give in to the opponents and proceed with removal of the current project.

If the Town is unable to find another way forward, SBPF will stand behind its obligations with respect to removal of the current project (no matter how foolish removal may be). We will continue working with the Town and the Commission to ensure that the existing project is removed in as safe and appropriate a manner as is possible, recognizing that the loss of the homes at the top of the bluff and the closing of Baxter Road will almost certainly follow shortly thereafter. To this end, as directed by the Commission, SBPF will submit documentation pertaining to its proposed removal plans to the Commission in advance of the Commission's January 12, 2023, meeting.

Sincerely,

Josh Posner, President
Siasconset Beach Preservation Fund
PO Box 2279
Nantucket, MA 02584
617-549-3232
joshuacposner@gmail.com
www.sconsetbeach.org

cc: Nantucket Conservation Commission

****DRAFT AS OF 010923****

**COMMONWEALTH OF MASSACHUSETTS
TOWN OF NANTUCKET**



WARRANT FOR

**2023 ANNUAL TOWN MEETING
Nantucket High School
Mary P. Walker Auditorium
Saturday, May 6, 2023 - 8:30 AM**

AND

**ANNUAL TOWN ELECTION
Nantucket High School
Tuesday, May 23, 2023
7:00 AM - 8:00 PM**

**Town of Nantucket
16 Broad Street
Nantucket, MA 02554
(508) 228-7255
www.nantucket-ma.gov**

DRAFT

To the Constables of the Town of Nantucket:

GREETING:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the inhabitants of the Town of Nantucket qualified to vote in Town affairs, to meet and assemble themselves at the Mary P. Walker Auditorium at Nantucket High School at 10 Surfside Road in said Nantucket, on

***SATURDAY MAY 6, 2023 AT 8:30 AM
THEN AND THERE TO ACT ON THE ARTICLES
CONTAINED WITHIN THE ENCLOSED WARRANT:***

**ARTICLE 1
(Receipt of Reports)**

To receive the reports of various departments and committees as printed in the Fiscal Year 2022 Annual Town Report or as may come before this meeting; or to take any other action related thereto.

(Select Board)

**ARTICLE 2
(Appropriation: Unpaid Bills)**

To see what sums the Town will vote to appropriate, and also to raise, borrow pursuant to any applicable statute or transfer from available funds for the payment, pursuant to Chapter 44 section 64 of the Massachusetts General Laws, of unpaid bills from previous fiscal years, including any bills now on overdraft; or to take any other action related thereto.

(Select Board)

**ARTICLE 3
(Appropriation: Prior Year Articles)**

To see what sums the Town will vote to appropriate and transfer from available funds previously appropriated pursuant to Articles voted in prior years; or to take any other action related thereto.

(Select Board)

**ARTICLE 4
(Revolving Accounts: Spending Limits for FY 2024)**

To see what spending limits the Town will establish for revolving accounts established pursuant to Chapter 44, section 53E½ of the Massachusetts General Laws and Section 19-21 of the Town Code for Fiscal Year 2024; or take any other action related thereto.

(Select Board)

ARTICLE 5

(Appropriation: Reserve Fund)

To see what sum the Town will vote to appropriate, and also to raise, borrow pursuant to any applicable statute, or transfer from available funds, for the purposes of establishing a Reserve Fund pursuant to Chapter 40 section 6 of the Massachusetts General Laws, to provide for the extraordinary and unforeseen expenditures which may arise during Fiscal Year 2024; said sum not to exceed five (5) percent of the Fiscal Year 2023 tax levy; or to take any other action related thereto.

(Select Board)

ARTICLE 6

(Fiscal Year 2023 General Fund Budget Transfers)

To see what sums the Town will vote to transfer into various line items of the Fiscal Year 2023 General Fund operating budget from other line items of said budget and from other available funds; or to take any other action related thereto.

(Select Board)

ARTICLE 7

(Personnel Compensation Plans for Fiscal Year 2023 2024)

To see if the Town will vote to adopt the following Compensation Plans for Fiscal Year 2023 2024:

Schedule A -- Miscellaneous Compensation Schedule

Abatement Advisory Committee (yearly per member)	\$600.00
Americans with Disabilities Act Facilitator (hourly)	\$17.00
Building, Plumbing, Wiring Inspector, Assistants (hourly)	Up to \$80.00
Certified Nurse's Aide/Our Island Home (Per Diem - hourly)	\$24.00
Dietician/Our Island Home (hourly)	\$43.00
Election Warden (hourly)	\$22.00
Election Worker (hourly)	\$17.00
Exercise Instructors/Senior Center (hourly)	Up to \$40.00
EMT, Call (hourly)	\$22.00 \$27.00
Fire Captain, Call (yearly)	\$150.00
Fire Fighter, Call (hourly)	\$22.00 \$27.00
Fire Lieutenant, Call (yearly)	\$125.00
Fire Chief, Second Deputy (yearly)	\$5,000.00
Fire Chief, Third Deputy (yearly)	\$5,000.00
Licensed Practical Nurse/Our Island Home (Per Diem - hourly)	\$30.00
Our Island Home Ancillary (Per Diem - hourly)	\$22.00
Paramedic, Certified (Per Diem - hourly)	\$32.00
Registered Nurse/Our Island Home (Per Diem - hourly)	\$40.00
Registrar of Voters (yearly)	\$600.00
Registrar, Temporary Assistant (hourly)	\$17.00
Reserve Police Officer (hourly)	\$32.00
Student Police Officer (hourly)	\$30.00

Seasonal Assistant Harbormaster (hourly)	\$32.00
Seasonal Lifeguard Supervisor (hourly)	\$32.00
Seasonal Maintenance Supervisor/Public Works (hourly)	\$25.00
Seasonal Health Inspector	\$32.00
Temporary Employee	various rates of pay
Veterans' Agent (hourly)	\$18.00

*Schedule B - Seasonal Employee Compensation Schedule
(Spring, Summer, Fall, Winter/Effective May 26, 2022 2023- June 30, 2023 2024)*

Compensation Level	Start	Second Season	Third Season	Fourth Season
A-Hourly*	\$19.00 \$20.00	\$20.00 \$21.00	\$21.00 \$22.00	\$22.50 \$23.50
B-Hourly*	\$20.00 \$21.00	\$21.00 \$22.00	\$22.00 \$23.00	\$23.00 \$24.00
C-Hourly*	\$21.00 \$22.00	\$22.00 \$23.00	\$23.00 \$24.00	\$24.00 \$25.00
D-Hourly*	\$23.00 \$24.00	\$23.50 \$24.50	\$24.00 \$25.00	\$24.50 \$25.50
E-Hourly*	\$24.00 \$25.00	\$25.00 \$26.00	\$26.00 \$27.00	\$27.00 \$28.00

*An employee assigned supervisory responsibilities shall be placed in the next higher category.

- A: Information Aide, Seasonal Health Assistant, Shellfish Warden, Seasonal Natural Resources Enforcement Officer, Tennis Attendant
- B: Dock Worker, Natural Resources Technician, Seasonal Permit Sales Clerk
- C: Seasonal Firefighter/EMT
- D: Lead Dock Worker, Seasonal Recreational Coordinator, Seasonal Engineering Intern, Seasonal Waste Reduction Intern, Lead Natural Resources Technician, Seasonal Laborer.
- E: Lifeguard, Community Service Officer

*Schedule C -- Compensation Schedule for Elected Officials**

Moderator	\$175 per year
Select Board Member, Chair	\$5,000/per year
Select Board Members	\$3,500/per year
Town Clerk	\$109,993 \$112,193

**Other than establishing the salary pursuant to MGL c. 41, s. 108, these positions are excluded from the Personnel Bylaw of the Town.*

Or to take any other action related thereto.

(Select Board)

ARTICLE 8

(Appropriation: Fiscal Year 2024 General Fund Operating Budget)

To see what sums the Town will vote to appropriate, and also to raise, borrow pursuant to any applicable statute, or transfer from available funds, for the purposes of supporting the offices, departments, boards and commissions of the Town of Nantucket for Fiscal Year 2024; or to take any other action related thereto.

(Select Board)

ARTICLE 9

(Appropriation: Health and Human Services)

To see what sums the Town will vote to appropriate, and also to raise, borrow pursuant to any applicable statute, or transfer from available funds, for the Council for Human Services to be used by the Council to contract with various health and human services, not-for-profit corporations to provide for the health, safety and welfare of the inhabitants of the Town of Nantucket; further, that all such sums be expended on the condition that grant agreements be executed by and between the Select Board and the respective private, not-for-profit agency for Fiscal Year 2024, which grant agreements shall stipulate mutually agreed upon terms and conditions; or to take any other action related thereto.

(Select Board)

ARTICLE 10

(Appropriation: General Fund Capital Expenditures)

To see what sums the Town will vote to appropriate, and also to raise, borrow pursuant to any applicable statute or transfer from available funds, for the purposes of capital expenditures for the offices, departments, boards and commissions of the Town of Nantucket; provided that one or more amounts to be raised and appropriated may be contingent upon a Proposition Two and One-half capital outlay exclusion ballot question; or to take any other action related thereto.

(Select Board)

INSERT STAND ALONE CAPITAL ARTICLES/DRAFT LIST:

Wauwinet Bike Path Construction - \$4.6m

Surfside Area Roads (water main ext/transp impr) - \$13m

Miacomet Pond dredging - \$4m

Town Pier Supplemental - \$2.58m

Nobadeer Fields (2 addl) - \$3.8m

Landfill Closure Phase 1 Supplemental - \$5m

ARTICLE

(Appropriation: insert project - sample wording here)

To see what sum the Town will vote to appropriate, and also to raise, borrow pursuant to any applicable statute or transfer from available funds, to be spent by the Town Manager with the approval of the Select Board, for the purpose of funding the design of a central municipal facility at 2 Fairgrounds Road, including the costs of professional services for design, permitting, engineering, and other related professional services, and any other costs incidental and related thereto; provided, however, that any borrowing authorized hereunder shall be contingent on the passage of a Proposition Two and One-half debt exclusion vote; or to take any other action related thereto.

(Select Board)

ARTICLE

(Amend Description of Public Works Facility Improvements Design Location)

To see if the Town will vote to amend the vote taken under Article 16 of the 2018 Annual Town Meeting (Appropriation: Public Works Facility Improvements - Design) so that the location "10 Sun Island Road" is added to the description of the project as follows *(NOTE: new language is shown as highlighted text)*:

"To see what sum the Town will vote to appropriate, and also to raise, borrow pursuant to any applicable statute or transfer from available funds, to be spent by the Town Manager with the approval of the Board of Selectmen, for the purpose of design improvements to the Department of Public Works facility at 188 Madaket Road and/or 10 Sun Island Road, including the costs of professional services for design, permitting, engineering, and other related professional services, and any other costs incidental and related thereto; provided, however, that any borrowing authorized hereunder shall be contingent on the passage of a Proposition 2 and ½ debt exclusion vote; or to take any other action related thereto."

(Select Board)

ARTICLE

(Renewal of Board of Health Septic System Betterment Loan Program)

To see if the Town will vote to appropriate a sum of money for the purpose of financing the following water pollution facility projects: repair, replacement and/or upgrade of septic systems, pursuant to agreements with Board of Health and residential property owners, including all costs thereof as defined in Section 1 of Chapter 29C of the General Laws; to determine whether this appropriation shall be raised by borrowing from the Massachusetts Clean Water Trust or otherwise, or to take any other action relative thereto.

(Select Board for Board of Health)

ARTICLE

(Establish and Appropriate: Storm Water Enterprise Fund)

To see if the Town of Nantucket will accept the provisions of Chapter 44, § 53F½ of the Massachusetts General Laws establishing Storm Water as an enterprise fund effective July 1, 2023 for the Fiscal Year 2024 and to see what sums the Town will vote to appropriate, and also to raise, borrow pursuant to any applicable statute, or transfer from available funds, for the operation of the Storm Water Enterprise Fund of the Town of Nantucket for Fiscal Year 2024, or to take any other action related thereto.

(Select Board)

ARTICLE

(Appropriation: Fiscal Year 2024 Enterprise Funds Operations)

To see what sums the Town will vote to appropriate, and also to raise, borrow pursuant to any applicable statute, or transfer from available funds, for the operation of the Enterprise Funds of the Town of Nantucket for Fiscal Year 2024, out of anticipated revenues of the designated funds, for the purposes set forth above; provided that any amounts to be raised and appropriated to support the operation of Our Island Home for Fiscal Year 2022 shall be contingent on the passage of a Proposition Two and One-half override ballot question; or to take any other action related thereto.

(Select Board for the Various Departments Indicated)

ARTICLE

(Appropriation: Enterprise Funds Capital Expenditures)

To see what sums the Town will vote to appropriate, and also to raise, borrow pursuant to any applicable statute, or transfer from available funds, for the purposes of capital expenditures for the Enterprise Funds of the Town of Nantucket; or to take any other action related thereto.

(Select Board for the Various Departments Indicated)

ARTICLE

(Enterprise Funds: Fiscal Year 2023 Budget Transfers)

To see what sums the Town will vote to transfer into various line items of Fiscal Year 2023 Enterprise Fund operating budgets from other line items of said budgets and/or from Enterprise Surplus Reserve Funds; or to take any other action related thereto.

(Select Board)

ARTICLE

(Appropriation: Waterways Improvement Fund)

To see what sum the Town will vote to appropriate from the revenue received under Chapter 60B subsection (i) of section 2 and under Chapter 91section 10A of the Massachusetts General Laws and sums received from the

Commonwealth or Federal Government for purposes established by Chapter 40 section 5G of the Massachusetts General Laws including but not limited to (1) maintenance , dredging, cleaning and improvement of harbors, inland waters and great ponds, (2) the public access thereto, (3) the breakwaters, retaining walls, piers, wharves and moorings thereof, and (4) law enforcement and fire prevention in the Town and County of Nantucket, and any other purpose allowed by applicable law.

Or to take any other action related thereto.

(Select Board)

ARTICLE

(Appropriation: Ambulance Reserve Fund)

To see what sum the Town will vote to appropriate from the Ambulance Reserve Fund for the purchase of ambulance-related equipment, including but not limited to extrication collars, backboards and other emergency equipment, oxygen tanks and refills, blankets and other linens, bandages and other medical supplies, fuel, repairs and maintenance for ambulances, and other such related costs to operate the Town's ambulance services, including up to seven (7) full-time firefighter/EMT and/or paramedic positions. All expenditures to be made by the Fire Department, subject to the approval of the Town Manager; or to take any other action related thereto.

(Select Board)

ARTICLE

(Appropriation: Ferry Embarkation Fee)

To see what sum the Town will vote to appropriate from the proceeds of the ferry embarkation fee established by Chapter 46, section 129 of the Acts of 2003 as amended, for the purposes of mitigating the impacts of ferry service on the Town and County of Nantucket, including but not limited to provision of harbor services, public safety protection, emergency services, infrastructure improvements within and around Nantucket Harbor, and professional services pertaining to the potential use or reuse of land, buildings and infrastructure in the vicinity of Nantucket Harbor, and any other purpose allowed by applicable law.

Or to take any other action related thereto.

(Select Board)

ARTICLE

(Appropriation: County Assessment)

To see if the Town will vote to appropriate, and also to raise, borrow pursuant to any applicable statute, or transfer from available funds, to pay the County of Nantucket such assessment as is required for Fiscal Year 2024, and to authorize the expenditure of these funds for County purposes, all in accordance with the Massachusetts General Laws and in accordance with the County Charter

(Chapter 290 of the Acts of 1996), the sum of One Hundred Seventy-nine Thousand Seventy-five Dollars (\$179,075) or to take any other action related thereto.

(Select Board/County Commissioners)

ARTICLE

(Appropriation: Finalizing Fiscal Year 2024 County Budget)

To see if the Town will vote to overturn any denial of approval by the Nantucket County Review Committee, of any item of the County budget for Fiscal Year 2024 by appropriating a sum of money for such County budget and authorizing the expenditure of estimated County revenues, County reserve funds, County deed excise fees or other available County funds including the Town assessment for County purposes; further, to see if the Town will vote to overturn any denial by the Nantucket County Review Committee of the establishment of a County Reserve Fund, from which transfers may be made to meet extraordinary or unforeseen expenditures with the approval of the County Commissioners acting as the County Advisory Board Executive Committee within the meaning of Chapter 35 section 32 of the Massachusetts General Laws; or to take any other action related thereto.

(Select Board/County Commissioners)

ARTICLE

(Rescind Unused Borrowing Authority)

To see what action the Town will take to amend, appropriate or reappropriate, transfer, modify, repeal or rescind unused borrowing authority authorized by previous town meetings.

Or to take any other action related thereto.

(Select Board)

ARTICLE

(Appropriation: Other Post-Employment Benefits Trust Fund)

To see what sum the Town will vote to appropriate and also to raise, borrow pursuant to any applicable statute, or transfer from available funds, to deposit into the Other Post-Employment Benefits Liability Trust Fund established pursuant to Mass. General Law chapter 32B, section 20, for Fiscal Year 2024.

Or, to take any other action related thereto.

(Select Board)

ARTICLE

(Appropriation: Fiscal Year 2024 Senior Work-off Program)

To see what sums the Town will vote to appropriate, and also to raise, borrow pursuant to any applicable statute, or transfer from available funds, for the

purpose of supporting the Senior Work-off Program pursuant to Massachusetts General Laws Chapter 59, section 5K for the Town of Nantucket for Fiscal Year 2024; or to take any other action related thereto.

(Select Board)

ARTICLE

(Appropriation: Special Purpose Stabilization Fund for Airport Employee Accrued Liabilities)

To see what sums the Town will vote to appropriate, and also to raise, borrow pursuant to any applicable statute, or transfer from available funds to be placed in the Airport special purpose stabilization fund established pursuant to M.G.L. Chapter 40, Section 5B, Paragraph 2, for the benefit of the Nantucket Airport, such fund to be used for the future payment of accrued liabilities for compensated absences due any employee upon termination of the employee's full-time employment; or take any action relative thereto.

(Select Board for Airport Commission)

ARTICLE

(Appropriation for Special Purpose Stabilization Fund for Town Employee Accrued Liabilities)

To see what sums the Town will vote to appropriate, and also to raise, borrow pursuant to any applicable statute, or transfer from available funds to be placed in the Town Employee Accrued Liability Special Purpose Stabilization Fund established pursuant to M.G.L. Chapter 40, Section 5B, Paragraph 2, for the benefit of the Town of Nantucket General Fund (excluding the School Department), such fund to be used for the future payment of accrued liabilities for compensated absences due any employee upon termination of the employee's full-time employment; or take any action relative thereto.

(Select Board)

ARTICLE

(Appropriation: Fiscal Year 2024 Community Preservation Committee)

To see if the Town will vote to act on the report of the Community Preservation Committee on the Fiscal Year 2024 Community Preservation Budget and to appropriate or reserve for later appropriation monies from the Community Preservation Fund annual revenues or available funds for the administrative and operating expenses of the Community Preservation Committee, the undertaking of Community Preservation Projects and all other necessary and proper expenses for the year:

Purpose

Amount

Historic Preservation

Landmark House- Nantucket Community Service Inc.

To remove and restore all roof shingles on the edge of the older building as well as the entire Grossman wing and to install a copper drip edge, water barrier using Architectural shingles.

\$58,000

Nantucket Island School of Design & the Arts, Grant V

Heifer Project, Phase 3, the Heifer Barn Exterior and Silo connector Building restoration to satisfy the Nantucket Preservation Trust Deed Restriction on NISDA's Seaview Farm property at 23/25 Wauwinet Road. The funds will be used to restore the required architectural details to return the Barn to its original historic profile. Funds will specifically be used for permitting and legal expenses, surveying, Conservation Commission requirements, structural engineering, site plans and drawings.

\$367,300

Nantucket Historical Association

To restore the Research Library at 7 Fair Street taking the following steps, Installation of new boilers, new condenser, update sewer connection, HDC and building Department permits, ICC-ICR conservation plan, Architect's plans, new draining system, Comcast and sprinkler system relocations, concrete restoration, window restoration and finish carpentry, new HVAC controls, Fire suppression for the vault, roofing and relocation of the electrical lines. The CPC request is for the highlighted items as the NHA will fund the other items.

\$609,713

St. Pauls Church, Nantucket

Restoration of the Tower, final phase, and the main entrance of the Church. This project addresses the structural bulging on the upper north façade of the tower, internal shoring needs, replacement of tower adjacent roof flashing, and restoration of the main external and internal entryway of the church, The entryway, much the way it appeared at the completion of the building in its 1901 initial construction, represents the ground floor of the tower and the primary access to the interior. Using third party preservation experts, the total budget, \$1,220,793 with the request to the CPC for

\$850,000

The Hospital Thrift Shop

This is the continuing effort to restore this building in stages. This part of the project includes the removal of the treatment in front of the building to the rubble, plaster under the stairs, and replacing the cobble foundation, restore the wood flooring in the attic, with the major work being the restoration of the interior plaster walls and the repainting with paint to recreate the original painting done on the walls.

\$30,390

Egan Maritime Institute

This is their Nantucket Maritime Collections Preservation Project whose request is for funding to acquire the equipment and the related expenses to begin digitizing the Egan Foundation and its Nantucket Shipwreck Life Saving Museum's collection of art and artifacts. Their total budget is \$272, 013 of which their CPC request is

\$16,466

Sub-total

\$ 1,931,869

\$5,432 of the funds to be used in this category are from the designated reserves and the balance of the funds are from the Community Preservation surcharge, interest and the State matching funds.

Community Housing

Nantucket Interfaith Council

Nantucket rental assistance program, housing and rental assistance to low and moderate-income Nantucket year round working families. Request is recommended after discussion at the hearing.

\$315,000

Town of Nantucket

Fourth allocation of funds to pay the interest and principal of the Five Million Bond authorized at the 2019 Nantucket Town meeting to pay the cost of acquiring land, which may include buildings thereon, for the development of affordable housing and to pay cost of designing, constructing, reconstructing and equipping affordable housing. \$350,000

Fifth allocation of funds to pay the interest and principal of the Five Million Bond authorized at the 2019 Nantucket Town meeting to pay the cost of acquiring land, which may include buildings thereon, for the development of affordable housing and to pay cost of designing, constructing, reconstructing and equipping affordable housing. \$350,000

Town of Nantucket

Second allocation of funds to pay the first year's interest and principal of the Five Million Bond to be authorized at the 2022 Nantucket Town meeting to pay the cost of acquiring land, which may include buildings thereon, for the development of affordable housing and to pay cost of designing, constructing, reconstructing and equipping affordable housing. \$350,000

Third allocation of funds to pay the first year's interest and principal of the Five Million Bond to be authorized at the 2022 Nantucket Town meeting to pay the cost of acquiring land, which may include buildings thereon, for the development of affordable housing and to pay cost of designing, constructing, reconstructing and equipping affordable housing. \$350,000

Sub-total \$1,715,000

\$91.50 of the funds utilized in this category are from the designated reserves and the balance of the funds are from the Community Preservation surcharge, interest and the State matching funds.

Open Space

As there were no applications in this category, 10 percent of the funds will be put into the Open Space reserves \$382,887

Sub-Total 382,887

All the funds to be used in this category are from the Community Preservation surcharge, interest and the State matching funds.

Administrative

Community Preservation Committee

Administrative and operating expenses	\$182,000
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<u>Sub-total</u>	\$182,000
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All the funds to be used in this category are from the Community Preservation surcharge, interest and the State matching funds.

<u>TOTAL</u>	\$4,211,756
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All amounts to be appropriated from the following sources:

<u>SOURCES</u>	<u>AMOUNT</u>
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Raised and appropriated from FY 2022 Community Preservation Surcharge	\$2,584.973
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From State matching funds for FY 2023, to be received in 2022	\$800,000
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From Interest	\$20,000
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From designated reserves for Historic Preservation	\$5,432
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From designated reserves for Community Housing	\$91.50
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From Undesignated Reserves	\$801,259.50
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<u>Total Revenues</u>	\$4, 211, 756
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For fiscal year 2024 Community Preservation Purposes with each item considered a separate appropriation to be spent by the Community Preservation Committee.

Provided however, that the above expenditures may be conditional on the recording of appropriate historic preservation restrictions for historic resources, open space restrictions for open space resources, recreational restrictions for recreational resources and for affordable housing restrictions for community housing; running in favor of an entity authorized by the Commonwealth to hold such restrictions for such expenditures; meeting the requirements of Chapter 184 of the General Laws pursuant to Section 12 of the Community Preservation Act.

(Select Board for Community Preservation Committee)

ARTICLE

(Affordable and Year-round Housing Stabilization Fund)

To see if the Town will vote to dedicate, without further appropriation, into a special purpose Affordable and Year-Round Housing Stabilization Fund, created herein in accordance with M.G.L., Chapter 40, Section 5B, which was accepted by the Town at the 2017 Annual Town Meeting, for the purpose of meeting affordable and year-round housing needs, two-thirds (2/3) of the local option rooms excise tax that the Town receives on the transfer of occupancy of a room in a bed and breakfast establishment, hotel, lodging house, short-term rental or motel, pursuant to its acceptance of M.G.L., Chapter 64G, Section 3A, as amended by Chapter 337 of the Acts of 2018; provided that said dedication shall take effect beginning in fiscal year 2025;

or take other action with regard thereto.

(Arthur I. Reade, et al)

ARTICLE

(Appropriation: Independent HDC Administrator)

To see if the Town will vote to direct Town Administration and the Select Board to reestablish and fill the position of Historic District Commission (HDC) Administrator, supporting the activities of the HDC, beginning in Fiscal Year 2023-2024.

The HDC Administrator will be appointed by the Town Manager pursuant to Section 4-4(b) of the Town Charter. The HDC Administrator shall be an independent, dedicated administrator responsible for the efficient operation and management of activity under the jurisdiction of the Nantucket Historic District Commission.

The HDC Administrator shall be an individual qualified with specific expertise relevant to the work of the HDC, including architectural and or structural design. The HDC administrator shall have the experience required to perform the duties of his or her office.

The HDC Administrator salary and benefits shall be determined by the 2024 wage scale of the Town of Nantucket; and further to raise and appropriate or transfer from available funds a sum of money to fund the position for Fiscal Year 2023-2024,

; or otherwise act thereon.

(Diane W. B. Coombs, et al)

ZONING

ARTICLE

(Zoning Bylaw Amendment: Animal Hospital and Animal Shelter)

To see if the Town will vote to amend Chapter 139 (Zoning) of the Code of the Town of Nantucket, as follows *(NOTE: new language is shown as highlighted text, language to be deleted is shown by strikeout; these methods to denote changes are not meant to become part of the final text and, further, that non-sustentative changes to the numbering of this bylaw be permitted in order that it be in compliance with the numbering format of the Code of the Town of Nantucket).*

1. Amend section 2A (definitions) by adding the following new definitions, in alphabetical order with the existing definitions:

ANIMAL HOSPITAL

A facility maintained by and for the use of a licensed veterinarian for the observation, care, and treatment of domestic animals. An animal hospital may include the kenneling of animals for medical services only.

ANIMAL SHELTER

A facility used to house or contain stray, homeless, abandoned, or unwanted animals and that is owned, operated, or maintained by non-profit corporation for the purpose of providing temporary kenneling and finding permanent adoptive homes for animals. An animal shelter, may, as an accessory use, provide kenneling services to the public and medical care to animals.

2. Amend section 7A (Use chart) as follows:

- Insert a new row entitled “Animal hospital” between “Kennel” and “Public stable”. “Animal hospital” shall be a use allowed by special permit in all districts.
- Insert a new row entitled “Animal shelter” between “Animal hospital” and “Public stable”. “Animal shelter” shall be a use allowed by special permit in all districts.

Or to take any other action related thereto.

(Select Board for Planning Board)

ARTICLE

(Zoning Bylaw Amendment: Ground Cover)

To see if the Town will vote to amend Chapter 139 (Zoning) of the Code of the Town of Nantucket, section 2A, as follows *(NOTE: new language is shown as highlighted text, language to be deleted is shown by strikeout; these methods to denote changes are not meant to become part of the final text and, further, that non-sustentative changes to the numbering of this bylaw be permitted in order that it be in compliance with the numbering format of the Code of the Town of Nantucket).*

GROUND COVER

The horizontal area of a lot covered at grade by structures, together with those portions of any overhangs which contain enclosed interior space; excluding, for instance, tents, retaining walls, substantially below grade finished or unfinished space, exterior insulation, decks, unenclosed porches, unenclosed roofed overhangs and connectors, entryway hoods and projections, gazebos, pergolas, play structures, platforms and steps, docks, game playing courts at grade, exterior in-ground residential swimming pools, exterior in-ground or above grade hot tub/spas, chimneys, bulkheads, bay and bow windows, window wells, unenclosed breezeways, air conditioning units, generators and generator enclosures, mechanical and utility equipment, unroofed walled enclosures, exterior showers, fuel tanks, roof eaves, trash bins, and one or more detached sheds not exceeding an aggregate 200 square feet in ground cover, and none taller than 16 feet in height, as measured from the top of the slab, pier, or crawl space foundation(s).

Or to take any other action related thereto.

(Select Board for Planning Board)

ARTICLE

(Zoning Bylaw Amendment: Swimming Pool - Residential)

To see if the Town will vote to amend Chapter 139 (Zoning) of the Code of the Town of Nantucket, as follows *(NOTE: new language is shown as highlighted text, language to be deleted is shown by strikeout; these methods to denote changes are not meant to become part of the final text and, further, that non-sustentative changes to the numbering of this bylaw be permitted in order that it be in compliance with the numbering format of the Code of the Town of Nantucket)*:

1. Amend section 2A (Definitions) as follows:

~~SWIMMING POOL~~ - RESIDENTIAL RECREATIONAL OUTDOOR WATER FEATURE

A structure designed to be used for recreational purposes, either above or below grade, containing water more than 24 inches in depth and ~~exceeding 150 square feet of water surface area, or exceeding 1,000 gallons.~~ This shall not include ornamental ponds, decorative water features, including, but not limited to, fountains, bird baths, and the like. The ~~swimming pool~~ residential recreational outdoor water feature must be located on the same or contiguous lot as a residential dwelling or constructed for the benefit of a group of residences, such as a multifamily development, subdivision, or in conjunction with a neighborhood association.

Three (3) types of residential recreational outdoor water features may be permitted:

1. Hot tub/spa: a structure containing less than 75 square feet of surface area designed to be heated and containing seats/benches and jets.

2. Small swimming pool: a structure containing 150 square feet or less of surface area. May be designed to be heated and may contain seat/benches, jets, or other features, but not including a diving board, slide, or the like.
3. Large swimming pool: a structure containing more than 150 square feet of surface area. May include any feature, including a built-in hot tub/spa.

(1) In the VR District only, the Zoning Board of Appeals, acting as the special permit granting authority, may grant a special permit to allow a **small or large residential** swimming pool on a lot, subject to the following criteria being met: (1) the lot must meet or exceed the minimum lot size for the district, and (2) side and rear yard setbacks of 20 feet shall apply to the residential swimming pool and associated mechanical equipment.

(2) In the R-1, SR-1, R-5, and R-5L Districts only, the following criteria must be **met for a small or large swimming pool**: (1) a minimum lot area of 7,500 square feet is required, and (2) side and rear yard setbacks of 10 feet shall apply to the residential swimming pool and associated mechanical equipment. This requirement shall apply to residential swimming pools for which a building permit is issued after September 30, 2021.

2. Amend section 7A (Use Chart) by deleting in its entirety the row entitled "Swimming pool - residential" and replacing it with the following:

"Residential recreational outdoor water feature" which shall have three (3) subsets: Hot tub/spa, Small swimming pool, and Large swimming pool. Hot tub/spa shall be allowed as an accessory use in all zoning districts except for VR and MMD where it may be allowed by Special Permit, and ROH/SOH and CI, where it shall be prohibited. Small swimming pool shall be allowed as an accessory use in all zoning districts except for VR and MMD where it may be allowed by Special Permit, and ROH/SOH and CI, where it shall be prohibited. Large swimming pool shall be allowed as an accessory use in all zoning districts except for VR and MMD where it may be allowed by Special Permit, and ROH/SOH and CI, where it shall be prohibited.

Or to take any other action related thereto.

(Select Board for Planning Board)

ARTICLE__

(Zoning Bylaw Amendment: Duplex - Residential)

To see if the Town will vote to amend Chapter 139 (Zoning) of the Code of the Town of Nantucket, as follows *(NOTE: new language is shown as highlighted text, language to be deleted is shown by strikeout; these methods to denote changes are not meant to become part of the final text and, further, that non-sustentative changes to the numbering of this bylaw be permitted in order that it be in compliance with the numbering format of the Code of the Town of Nantucket)*:

1. Amend section 7A (Use Chart) as it pertains to “Duplex” as follows:

- (1) In the ROH/SOH column, replace “N” with “SP”
- (2) In the R-20/SR-20 column, replace “N” with “Y”
- (3) In the R-40 column, replace “N” with “Y”
- (4) In the CI column, replace “N” with “A”

2. Amend section 2 (Definitions) as follows:

DUPLEX

A structure containing two dwelling units, but not including primary dwelling with an accessory dwelling unit or tertiary dwelling unit contained therein. In the R-1 and ROH/SOH Districts only, both dwelling units shall be in the same ownership except when at least one dwelling unit is subject to a Nantucket Housing Needs Covenant “NHNC”. A duplex shall not be construed to include a primary dwelling and secondary dwelling as defined in this chapter.

Or to take any other action related thereto.

(Select Board for Planning Board)

ARTICLE __

(Zoning Bylaw Amendment: Secondary Residential Lots)

To see if the Town will vote to amend Chapter 139 (Zoning) of the Code of the Town of Nantucket, section 8C, as follows *(NOTE: new language is shown as highlighted text, language to be deleted is shown by strikeout; these methods to denote changes are not meant to become part of the final text and, further, that non-sustentative changes to the numbering of this bylaw be permitted in order that it be in compliance with the numbering format of the Code of the Town of Nantucket):*

1. To amend subsection (3)d, as follows:

~~One of the two lots shall be allowed to have a~~ A second dwelling unit, subject to the requirements of the tertiary dwelling definition contained within § 139-2 of this chapter, ~~may be permitted on the market-rate lot only.~~

2. To amend subsection (3)f[2], as follows:

The Planning Board may waive by the issuance of a special permit the ground cover ratio requirement for the secondary lots, provided that the total ground cover, ratio does not exceed the amount that would have been allowed for the original lot. The ground cover distribution must be determined at the time of the issuance of a Special Permit;

ARTICLE ____
(Zoning Bylaw Amendment: Tertiary Lot)

To see if the Town will vote to amend Chapter 139 (Zoning) of the Code of the Town of Nantucket, section 8D as follows (*NOTE: new language is shown as highlighted text, language to be deleted is shown by strikeout; these methods to denote changes are not meant to become part of the final text and, further, that non-sustentative changes to the numbering of this bylaw be permitted in order that it be in compliance with the numbering format of the Code of the Town of Nantucket*):

- D. Special permit to create tertiary residential lots for year-round residents.
- (1) Purpose: to create, make available and maintain housing that is affordable to those who earn at or below 150% of the Nantucket County median household income; to help households to continue to reside on Nantucket; to generate and preserve affordable housing in the Town of Nantucket in perpetuity, all in order to maintain Nantucket's diversity and unique sense of community.
 - (2) Tertiary lots may be permitted in the following districts: **R-10, R-20, R-40, LUG-1, LUG-2, and LUG-3.**
 - (3) As authorized by MGL c. 40A, § 9, Paragraph 2, the Planning Board, acting as the special permit granting authority, may issue a special permit authorizing the division of a lot into up to three lots, provided the following requirements and/or conditions shall apply:
 - (a) The original lot shall not be subject to any covenants, restrictions or similar encumbrances, whether appearing in a deed, easement, land-use permit or any other instrument, pertaining to the prohibition of more than one dwelling unit on the original lot.
 - (b) The tertiary lot, in addition to one of the secondary lots subject to § 139-8C of this chapter, shall be subject to an NHNC-Ownership Form, which shall provide, without limitation, that the owner of that lot shall earn at or below 150% of the Nantucket County median household income, or the lot shall be subject to a qualified family member deed restriction. Tertiary lots held sold, transferred, or gifted to any qualified family member(s) shall not be subject to the income and asset limits for eligible households. Upon resale, transfer, or gift of the tertiary lot to a nonqualified family member, the lot shall be subject to an NHNC-Ownership Form, and all requirements set forth

therein, including income and asset limits for eligible households.

- (c) The lot shall not be subject to the tertiary dwelling requirements contained within §139-2 of this chapter.
- (d) The lot area for the tertiary lot shall be a minimum of 20,000 square feet in the R-40, LUG-1, LUG-2, and LUG-3 districts. This requirement may be waived through the issuance of a special permit by the Planning Board.
- (e) In the R-10 district the original lot shall be a minimum of 15,000 square feet and in the R-20 district, the original lot shall be a minimum of 30,000 square feet. The Planning Board shall determine the minimum lot area for the tertiary lot during their review of the special permit application.
- (e) The lots shall comply with the ground cover ratio, front setback, and side and rear setback requirements of the underlying zoning district, including any provisions of this chapter for pre-existing nonconforming lots, except as follows:
 - [1] The Planning Board may waive by the issuance of a special permit the setback requirements only as they apply to the lot line(s) between the secondary and tertiary lots;
 - [2] The Planning Board may waive by the issuance of a special permit the ground cover ratio requirement for the tertiary lot, provided that the total ground cover ratio of the secondary lots and the tertiary lot does not exceed the amount that would have been allowed for the original lot;
- (g) The lots each must have a minimum of 20 feet of frontage or an easement of sufficient width and grade to provide access.
- (h) The lots shall share a single driveway access. The Planning Board must be provided with an instrument, in recordable form, evidencing the common access rights to said access in accordance with this

subsection. The Planning Board may grant a special permit to waive the requirement for shared driveway access based upon a finding that separate driveway access would not have a significant and adverse effect on the scenic or historic integrity of the neighborhood and is not contrary to sound traffic or safety considerations.

(4) This § 139-8C shall not apply to flex development and open space residential development options (§ 139-8A).

(6) Section 139-16D, Regularity formula, shall not apply to this § 139-8C.

Or to take any other action related thereto.

(Select Board for Planning Board)

ARTICLE__

(Zoning Bylaw Amendment: Off-street Parking Requirements)

To see if the Town will vote to amend Chapter 139 (Zoning) of the Code of the Town of Nantucket, section 18B, as follows *(NOTE: new language is shown as highlighted text, language to be deleted is shown by strikeout; these methods to denote changes are not meant to become part of the final text and, further, that non-sustentative changes to the numbering of this bylaw be permitted in order that it be in compliance with the numbering format of the Code of the Town of Nantucket):*

Zoning District	Garage Apartment	Duplex
R-1 SR-1	0.75/br 1	0.75/br
ROH SOH	0.75/br 1	N/A 2
R-5	1.0/br 1	1.0/br 4
R-10 SR-10	1.0/br 1	1.0/br 4
R-20 SR-20	1.0/br 1	N/A 4
R-40	1.0/br 1	N/A 4
CMI	1.0/br 1	1.0/br 4
CN	1.0/br 1	1.0/br 4
CTEC	1.0/br 1	1.0/br 4
CI	1.0/br 1	1.0/br 4
VR	1.0/br 1	N/A
RC	.75/br	.75/br
RC-2	1.0/br	1.0/br
LUG-1	1.0/br 1	N/A
LUG-2	1.0/br 1	N/A
LUG-3	1.0/br 1	N/A

MMD	1.0/br 1	N/A
VN	1.0/br 1	N/A
VTEC	1.0/br 1	N/A

All sections of the chart not referenced in this article shall not be modified.

Or to take any other action related thereto.

(Select Board for Planning Board)

ARTICLE __

(Zoning Map Change: RC-2 to CTEC - Egan Lane)

To see if the Town will vote to amend the Zoning Map of the Town of Nantucket by placing the following properties currently located in the Residential Commercial 2 (RC-2) district in the Commercial Trade Entrepreneurship and Craft (CTEC) district:

All as on a	MAP	LOT	NUMBER	STREET	shown map
	68	409 (a portion of)	78	Old South Road	
	68	408 (a portion of)	76A	Old South Road	
	68	407 (a portion?)	76	Old South Road	
	68	406 (a portion of)	76B	Old South Road	
	68	405 (a portion of)	74	Old South Road	
	68	404 (a portion of)	72A	Old South Road	
	68	410 (a portion of)	29	Hinsdale Road	
	68	411 (a portion of)	33	Hinsdale Road	
	68	412 (a portion of)	80A	Old South Road	
	68	413 (a portion of)	82	Old South Road	
	68	414 (a portion of)	82A	Old South Road	
	68	415 (a portion of)	84	Old South Road	
	68	416 (a portion of)	84A	Old South Road	
	68	417 (a portion of)	86	Old South Road	
	68	400	86A	Old South Road	
	68	419.1	88	Old South Road	

entitled "2023 Annual Town Meeting Warrant Article __ RC-2 to CTEC" dated November 2022 and filed herewith at the Office of the Town Clerk.

Or to take any other action related thereto.

(Select Board for Planning Board)

ARTICLE __

(Zoning Map Change: RC-2 to R-5 and/or CTEC- Appleton Road)

To see if the Town will vote to amend the Zoning Map of the Town of Nantucket by placing the following properties currently located in the Residential Commercial 2 (RC-2) district in the Residential 5 (R-5) district and/or the Commercial Trade Entrepreneurship and Craft (CTEC) district:

MAP	LOT	NUMBER	STREET
66	431	20	Appleton Road
66	23	22	Appleton Road
66	24	24	Appleton Road

All as shown on a map entitled “2023 Annual Town Meeting Warrant Article __ RC-2 to R-5 and/or CTEC” dated November 2022 and filed herewith at the Office of the Town Clerk.

Or to take any other action related thereto.

(Select Board for Planning Board)

ARTICLE __

(Zoning Map Change: RC-2 to R-5 and/or CTEC - Nobska Way)

To see if the Town will vote to amend the Zoning Map of the Town of Nantucket by placing the following properties currently located in the Residential Commercial 2 (RC-2) district in the Residential 5 (R-5) district and/or the Commercial Trade Entrepreneurship and Craft (CTEC) district:

MAP	LOT	NUMBER	STREET
66	22	4	Nobska Way
66	21	6	Nobska Way
67	101	8	Nobska Way
66	26	5	Nobska Way
66	25	3	Nobska Way

All as shown on a map entitled “2023 Annual Town Meeting Warrant Article __ RC-2 to R-5 and/or CTEC” dated November 2022 and filed herewith at the Office of the Town Clerk.

Or to take any other action related thereto.

(Select Board for Planning Board)

ARTICLE __

(Zoning Map Change: RC-2 to R-5 and/or CTEC - Salros Road)

To see if the Town will vote to amend the Zoning Map of the Town of Nantucket by placing the following properties currently located in the Residential Commercial 2

(RC-2) district in the Residential 5 (R-5) district and/or the Commercial Trade Entrepreneurship and Craft (CTEC) district:

MAP	LOT	NUMBER	STREET
66	20.3	2	Salros Road
66	20.4	4	Salros Road
66	20.5	6	Salros Road
67	106	8	Salros Road
67	106.1	8A #1	Salros Road
67	106.2	8B #2	Salros Road
67	107	10	Salros Road
67	105	9	Salros Road
67	104.1	7B	Salros Road
67	104	7	Salros Road
66	506	5A	Salros Road
66	20.2	5	Salros Road
66	20.1	3	Salros Road
66	20	1	Salros Road

All as shown on a map entitled “2023 Annual Town Meeting Warrant Article __ RC-2 to R-5 and/or CTEC” dated November 2022 and filed herewith at the Office of the Town Clerk.

Or to take any other action related thereto.

(Select Board for Planning Board)

ARTICLE __

(Zoning Map Change: RC-2 to R-20 and LUG-2 - 91 and 95 Miacomet Avenue)

To see if the Town will vote to amend the Zoning Map of the Town of Nantucket as follows:

1. By placing the following properties currently located in the Residential Commercial 2 (RC-2) district in the Residential 20 (R-20) district:

MAP	LOT	NUMBER	STREET
66	64	91	Miacomet Avenue
66	65 (a portion of)	95	Miacomet Avenue

2. By placing the following property currently located in the Residential Commercial 2 (RC-2) district in the Limited Use General 2 (LUG-2) district:

MAP	LOT	NUMBER	STREET
-----	-----	--------	--------

66	65 (a portion of)	95	Miacomet Avenue
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All as shown on a map entitled “2023 Annual Town Meeting Warrant Article __ RC-2 to LUG-2” dated November 2022 and filed herewith at the Office of the Town Clerk.

Or to take any other action related thereto.

(Select Board for Planning Board)

ARTICLE __

(Zoning Map Change: RC to CN - 103 Washington Street)

To see if the Town will vote to amend the Zoning Map of the Town of Nantucket by placing the following property currently located in the Residential Commercial (RC) district in the Commercial Neighborhood (CN) district:

MAP	LOT	NUMBER	STREET
55.1.4	37	103	Washington Street

All as shown on a map entitled “2023 Annual Town Meeting Warrant Article __ RC to CN” dated November 2022 and filed herewith at the Office of the Town Clerk.

Or to take any other action related thereto.

(Select Board for Planning Board)

ARTICLE __

(Zoning Map Change: RC to ROH - 77 Washington Street)

To see if the Town will vote to amend the Zoning Map of the Town of Nantucket by placing the following property currently located in the Residential Commercial (RC) district in the Residential Old Historic (ROH) district:

MAP	LOT	NUMBER	STREET
42.2.3	42	77	Washington Street

All as shown on a map entitled “2023 Annual Town Meeting Warrant Article __ RC to ROH” dated November 2022 and filed herewith at the Office of the Town Clerk.

Or to take any other action related thereto.

(Select Board for Planning Board)

ARTICLE ____

(Zoning Map Change: R-1 to R-5 - 11 and 13 Williams Lane)

To see if the Town will vote to amend the Zoning Map of the Town of Nantucket by placing the following property currently located in the Residential 1 (R-1) district in the Residential 5 (R-5) district:

MAP	LOT	NUMBER	STREET
55	34	11	Williams Lane
55	134	13	Williams Lane

All as shown on a map entitled “2023 Annual Town Meeting Warrant Article ____ R-1 to R-5” dated November 2022 and filed herewith at the Office of the Town Clerk.

Or to take any other action related thereto.

(Select Board for Planning Board)

ARTICLE ____

(Zoning Map Change: R-1 to R-5, CN, and CMI - Pleasant Street, Williams Lane, Cherry Street, and Bear Street)

To see if the Town will vote to amend the Zoning Map of the Town of Nantucket as follows:

1. By placing the following properties currently located in the Residential 1 (R-1) district in the Residential 5 (R-5) district:

MAP	LOT	NUMBER	STREET
55	378.1 (a portion of)	88	Pleasant Street
55	369	86	Pleasant Street
55	368	84	Pleasant Street
55	658	82	Pleasant Street
55	655	80	Pleasant Street
55	654	78	Pleasant Street
55	656	11	Kimberly Way
55	657	5	Kimberly Way
55	371	18	Williams Street
55	372	16	Williams Street
55	366	11	Williams Street
55	434	9	Williams Street
55	909	7	Williams Street
55	427	5	Williams Street
55	427.1	3	Williams Street
55	378.5 (a portion of)	20	Cherry Street
55	913	18	Cherry Street

55	379	16	Cherry Street
55	380	14	Cherry Street
55	383	10	Cherry Street
55	383.2	10	Cherry Street
55	373	9	Cherry Street
55	384	8	Cherry Street
55	374	7	Cherry Street
55	385	6	Cherry Street
55	386	6	Cherry Street
55	375	5	Cherry Street
55	376	3B	Cherry Street
55	911	3	Cherry Street
55	378.6	15	Bear Street
55	381	13	Bear Street
55	381.2	13	Bear Street
55	382	11	Bear Street
55	390	5	Bear Street
55	392	3	Bear Street
55	623	5	Madison Court
55	622	3	Madison Court
55	621	1	Madison Court

2. By placing the following properties currently located in the Residential 1 (R-1) district in the Commercial Neighborhood (CN) district:

MAP	LOT	NUMBER	STREET
55	378.1 (a portion of)	88	Pleasant Street
55	378.2	90	Pleasant Street
55	378.3	92	Pleasant Street
55	378.4 (a portion of)	94	Pleasant Street
55	348.5 (a portion of)	20	Cherry Street

3. By placing the following properties currently located in the Residential 1 (R-1) district in the Commercial Mid-Island (CMI) district:

MAP	LOT	NUMBER	STREET
55	378.4 (a portion of)	94	Pleasant Street
55	378.5 (a portion of)	20	Cherry Street

All as shown on a map entitled “2023 Annual Town Meeting Warrant Article __ R-1 to R-5, CN, and CMI” dated November 2022 and filed herewith at the Office of the Town Clerk.

Or to take any other action related thereto.

(Select Board for Planning Board)

ARTICLE __

(Zoning Map Change: R-10 to CN - Surfside Road and Cobble Court)

To see if the Town will vote to amend the Zoning Map of the Town of Nantucket by placing the following properties currently located in the Residential 10 (R-10) district in the Commercial Neighborhood (CN) district:

Map	Parcel	Number	Street
55	256	15	Surfside Road
55	257	13	Surfside Road
55	260	3	Cobble Court
55	261	5	Cobble Court
55	262	8	Cobble Court

All as shown on a map entitled “2023 Annual Town Meeting Warrant Article __ R-10 to CN” dated November 2022 and filed herewith at the Office of the Town Clerk.

Or to take any other action related thereto.

(Select Board for Planning Board)

ARTICLE __

(Zoning Map and Town and Country Overlay District Change: 69 Hummock Pond Road)

To see if the Town will vote to take the following actions:

1. To amend the Zoning Map of the Town of Nantucket by placing the following property currently located in the Limited Use General 2 (LUG-2) district in the Residential 20 (R-20) district:

MAP	LOT	NUMBER	STREET
56	320	69	Hummock Pond Road

2. To amend the map entitled “Town and Country Designations” and referenced in Chapter 139 of the Code of the Town of Nantucket, section 5E, by placing the

following property currently located in the Country Overlay District (COD) in the Town Overlay District (TOD):

MAP	LOT	NUMBER	STREET
56	320	69	Hummock Pond Road

All as shown on a map entitled “2023 Annual Town Meeting Warrant Article __ LUG-2 to R-20 and COD to TOD” dated November 2022 and filed herewith at the Office of the Town Clerk.

Or to take any other action related thereto.

(Select Board for Planning Board)

ARTICLE __

(Zoning Map Change: Town Overlay District Open Space Parcels)

To see if the Town will vote to amend the Zoning Map of the Town of Nantucket as follows:

1. By placing the following properties currently located in the Residential Old Historic (ROH) district in the Residential 40 (R-40) district:

MAP	LOT	NUMBER	STREET
55.4.4	50.1	1	N. Mill Street
55.4.4	77	7	N. Mill Street
55.4.4	49	12	Mill Street
55.4.4	48	14	Mill Street
55.4.4	105	14	Candle House Lane
55.4.4	104	16	Candle House Lane
42.4.1	115	65	Easton Street
42.4.1	115.1	67	Easton Street
42.2.3	41	71	Washington Street
42.2.3	41.1	71	Washington Street
42.2.3	41.2	71	Washington Street
42.2.3	41.3	73	Washington Street

2. By placing the following property currently located in the Residential 1 (R-1) district in the Residential 40 (R-40) district:

MAP	LOT	NUMBER	STREET
30	138.2		Cobblestone Hill

3. By placing the following properties currently located in the Commercial Downtown (CDT) district in the Residential 40 (R-40) district:

MAP	LOT	NUMBER	STREET
42.4.2	21		Easy Street
42.4.2	20	21	Easy Street
42.4.2	18	27	Easy Street

4. By placing the following property currently located in the Residential Commercial (RC) district in the Residential 40 (R-40) district:

MAP	LOT	NUMBER	STREET
42.4	9	15	Commercial Wharf

All as shown on a map entitled “2023 Annual Town Meeting Warrant Article __ Town Overlay District Open Space Parcels” dated November 2022 and filed herewith at the Office of the Town Clerk.

Or to take any other action related thereto.

(Select Board for Planning Board)

ARTICLE

(Zoning Bylaw Amendment: Swimming Pool - Residential)

To see if the Town will vote to amend Nantucket Zoning Bylaw Section 139-2 (Definitions) of the Code of the Town of Nantucket, to change the language as noted and highlighted below:

SWIMMING POOL - RESIDENTIAL

A structure designed to be used for recreational purposes, either above or below grade, containing water more than 24 inches in depth and exceeding 150 square feet of water surface area, or exceeding 1,000 gallons. This shall not include ornamental ponds, decorative water features, including, but not limited to, fountains, bird baths, and the like. The swimming pool must be located on the same or contiguous lot as a residential dwelling or constructed for the benefit of a group of residences, such as a multifamily development, subdivision, or in conjunction with a neighborhood association.

[Added 4-4-2011 ATM by Art. 58, AG approval 9-15-2011; amended 4-1-2017 ATM by Art. 69, AG approval 5-31-2017; 6-5-2021 ATM by Art. 48, AG approval 10-7-2021]

(1)

In the VR District only, ~~the Zoning Board of Appeals~~ **the Planning Board**, acting as the special permit granting authority, may grant a special permit to allow a residential swimming pool on a lot, subject to the following criteria being met: (1) the lot must meet or exceed the minimum lot size for the district, and (2) side and rear yard setbacks of 20 feet shall apply to the residential swimming pool and associated mechanical equipment.

(2)

In the R-1, SR-1, R-5, and R-5L Districts only, the following criteria must be met: (1) a minimum lot area of 7,500 square feet is required, and (2) side and rear yard setbacks of 10 feet shall apply to the residential swimming pool and associated mechanical equipment. This requirement shall apply to residential swimming pools for which a building permit is issued after September 30, 2021.

Or to take any other action related thereto.

(Linda Williams, et al)

ARTICLE

(Zoning Bylaw Amendment: Intensity Regulations - Frontage)

To see if the Town will vote to amend Nantucket Zoning Bylaw Section 139-16B(1) (Intensity Regulations) of the Code of the Town of Nantucket, to change the language as noted and highlighted below:

B.

Exceptions for frontage*.

(1)

The ~~Board of Appeals~~ **Planning Board** may grant a special permit reducing the minimum frontage required in commercial districts to no less than 20 feet, provided that the use or structure on the lot to be granted such a reduction is a commercial use or structure and that such reduction in frontage will not be substantially more detrimental to the neighborhood.

Or to take any other action related thereto.

(Linda Williams, et al)

ARTICLE

(Zoning Bylaw Amendment: Intensity Regulations - Setbacks)

To see if the Town will vote to amend Nantucket Zoning Bylaw Section 139-16C(1) (Intensity Regulations) of the Code of the Town of Nantucket, to change the language as noted and highlighted below:

C.

Additional requirements and exceptions for yards. [See § 139-33E(3) below.]
[Amended 5-5-1992 ATM by Art. 36, AG approval 8-3-1992; 4-12-2004 ATM by Art. 40, AG approval 9-3-2004; 4-8-2008 ATM by Art. 29, AG approval 8-18-2008; 4-5-2010 ATM by Art. 54, AG approval 8-5-2010]

(1)

Notwithstanding the provisions of § **139-16C(4)**, the ~~Board of Appeals~~ **Planning Board** may grant a special permit to reduce the ten-foot side yard setback in R-5 and the ten-foot side and rear yard setback in R-10, R-20 and SR-20 to five feet.
[Amended 4-3-2018 ATM by Art. 45; AG approval 7-18-2018; 4-1-2019 ATM by Art. 49, AG approval 8-6-2019]

Or to take any other action related thereto.

(Linda Williams, et al)

ARTICLE

(Zoning Bylaw Amendment: Accessory Uses)

To see if the Town will vote to amend Nantucket Zoning Bylaw Section 139-15 (Accessory Uses) of the Code of the Town of Nantucket, to change the language as noted and highlighted below:

§ 139-15 Accessory uses.

In addition to the principal buildings, structures or uses permitted in a district, there shall be allowed in that district, as accessory uses, such activities as are subordinate and customarily incident to such permitted uses including, but not limited to, the rental of rooms within an owner-occupied dwelling unit.

Or to take any other action related thereto.

(Linda Williams, et al)

ARTICLE

(Zoning Bylaw Amendment: Definitions - Use, Principal)

To see if the Town will vote to amend Nantucket Zoning Bylaw Section 139-2 (Definitions) of the Code of the Town of Nantucket, to change the language as noted and highlighted below:

USE, PRINCIPAL

A use which is expressly permitted by this chapter (other than as an accessory use), by-right, or with a special permit. ~~or without need of one.~~

Or to take any other action related thereto.

(Linda Williams, et al)

ARTICLE

(Zoning Bylaw Amendment: Short-Term Rental Accessory Use)

To see if the Town will vote to amend the Zoning Bylaws by amending Chapter 139 by inserting a new provision as follows, and further to authorize the Town Clerk to make non-substantive, ministerial revisions to the numbering of this bylaw in order that it be in compliance with the numbering format of the Code of the Town of Nantucket; or to take any other action relative thereto:

§139-__ SHORT-TERM RENTALS

In residential districts, Short-Term Rentals are permitted on Owner Occupied properties. For purposes of this section 139 only, the duration of Owner Occupied shall be at least six months in each calendar year.

For non-Owner Occupied properties in residential districts, a Short-Term Rental shall be considered a permitted accessory use provided (1) the primary dwelling and secondary dwelling, if applicable, are each used for long-term residential use more than short-term rental use; and (2) the Short-Term Rental is registered with the Town in accordance with General Bylaw § 123.

All other STRs in residential districts are prohibited.

(Emily H. Kilvert, et al)

ARTICLE

(Zoning Bylaw Amendment: Definitions - Commercial)

To see if the Town will vote to amend Nantucket Zoning Bylaw Section 139-2 (Definitions) of the Code of the Town of Nantucket, to change the language as noted and highlighted below:

COMMERCIAL

As in a trade, occupation, or business, including a transient residential facility, but excluding governmental, religious or private residential uses, **which includes rental of dwelling units or parts thereof.**

Or to take any other action related thereto.

(Linda Williams, et al)

ARTICLE

(Zoning Bylaw Amendment: Preexisting Nonconforming Uses, Structures and Lots)

For the protection of neighborhoods and the physical environment against detrimental expansion and alteration of buildings on lots created under MGL c.41 s. 81L, To see if the Town will vote to amend chapter 139 of the Code of the Town of Nantucket (Zoning Bylaw) by making the following changes [note: language to be deleted is shown by strikeout; this method to denote changes is not meant to become part of the final text]:

Amend Section 33 (A)(3) by deleting language as follows:

Preexisting, nonconforming lots may be increased in area or frontage through the addition of adjoining property without the need for any relief under this bylaw. Any other alteration to a preexisting, nonconforming lot that does not increase an existing or create a new nonconformity is allowed upon determination by the Zoning Administrator that such alteration will not be substantially more detrimental to the neighborhood. ~~Lots created pursuant to MGL c. 41, § 81P, based upon the exception in the clause of MGL c. 41, § 81L for lots containing two or more structures that predate the adoption of subdivision control in the Town, shall have the same status as preexisting, nonconforming lots, and any structures thereon, which predate the adoption of subdivision control in the Town, shall have the status of preexisting nonconforming~~

~~structures.~~ The removal of structures to facilitate an alteration or change to an existing structure, the relocation of the structure upon the lot, or the construction of a new structure, shall not cause the lot to be merged with an abutting lot in common ownership, provided that the lot remains vacant for less than one year.

; or otherwise act thereon.

(Emily Molden, et al)

ARTICLE

(Zoning Bylaw Amendment: Preexisting Nonconforming Uses, Structures and Lots)

For the protection of neighborhoods and the physical environment against detrimental expansion and alteration of buildings on lots created under MGL c.41 s. 81L, To see if the Town will vote to amend chapter 139 of the Code of the Town of Nantucket (Zoning Bylaw) by adding the following as a final sentence to Section 33(A)(3):

“Notwithstanding a lot(s) or structure(s) status as preexisting non conforming or the provisions of Section 139-33 (E)(1)(a), any new structure or expansion of volume, area or height of the structure(s) located on said lot or lots greater than the volume, area or height that existed when the lots were first shown on a plan endorsed pursuant to c.41 s. 81-P, shall require a special permit from the Zoning Board of Appeals pursuant to Section 139-33(A).”

; or otherwise act thereon.

(Emily Molden, et al)

ARTICLE

(Zoning Map Change: SOH to VN - Elbow Lane)

To see if the Town will vote to take the following actions in regard to the following property:

Map	Parcel	Number	Street
73.2.4	31	6	Elbow Lane

- (1) Amend the Zoning Map of the Town of Nantucket by placing the foregoing property, currently located in the Sconset Old Historic (SOH) zoning district into the Village Neighborhood (VN) zoning district.

As shown on the attached map.

Or to take any other action related thereto.

(Linda Williams, et al)

ARTICLE

(Zoning Map Change: RC-2 and CI to CMI - Arrowhead Drive)

To see if the Town will vote to place the following parcels of land, now in the Residential Commercial-2 (RC-2) and Commercial Industrial (CI) zoning districts, in the Commercial Mid Island (CMI) zoning district;

or take other action with regard thereto.

Address	Map and Parcel	Present district
20 Arrowhead Drive	69-51	RC-2
18 Arrowhead Drive	69-52	CI
12 Arrowhead Drive	69-55	RC-2
10 Arrowhead Drive	69-56	RC-2
8 Arrowhead Drive	69-57	RC-2
6B Arrowhead Drive	69-58.1	RC-2
6 Arrowhead Drive	69-58	RC-2

(Arthur I. Reade, et al)

ARTICLE

(Zoning Map Change: R-20 to CN - Old South Road, Little Isle Lane, Miller Lane, Airport Road)

To see if the Town will vote to take the following actions in regard to the following properties:

Map	Parcel	Number	Street
68	164	105	Old South Road
68	165	107	Old South Road
68	208	----	Old South Road/Little Isle Lane
68	174	----	Old South Road/Little Isle Lane
68	120	3	Miller Lane
68	888	17 (portion of)	Airport Road

- (1) Amend the Zoning Map of the Town of Nantucket by placing the properties noted above, currently located in the Residential-20 (R-20) zoning district into the Commercial Neighborhood (CN) zoning district.

All as shown on the attached map.

Or to take any other action related thereto.

(Linda Williams, et al)

ARTICLE

(Zoning Map Change: R-20 to R-10 - Old South Road and Miller Lane)

To see if the Town will vote to take the following actions in regard to the following properties:

Map	Parcel	Number	Street
68	465	77	Old South Road
68	128	79	Old South Road
68	466	81A	Old South Road
68	127	81B	Old South Road
68	159	83	Old South Road
68	160	87	Old South Road
68	161	91	Old South Road
68	124	11	Miller Lane
68	125	17	Miller Lane
68	126	19	Miller Lane

- (1) Amend the Zoning Map of the Town of Nantucket by placing the properties noted above, currently located in the Residential-20 (R-20) zoning district into the Residential-10 (R-10) zoning district.

All as shown on the attached map.

Or to take any other action related thereto.

(Linda Williams, et al)

ARTICLE

(Zoning Map Change: R-40 to CN - Evergreen Way and Airport Road)

To see if the Town will vote to amend the Zoning Map of the Town of Nantucket by placing the following properties currently located in the Residential 40 (R-40) district in the Commercial Neighborhood (CN) district:

MAP	LOT	NUMBER	STREET
68	727	1	Evergreen Way
68	54	21	Airport Road

All as shown on a map entitled "2022 Annual Town Meeting Warrant Article ___ R-40 to CN" dated October 2022 and filed herewith at the Office of the Town Clerk.

Or to take any other action related thereto.

(John Kane, et al)

ARTICLE

(Zoning Map Change: LUG-2 to R-20 - 69 Hummock Pond Road)

To see if the Town will vote to amend the Zoning Map of the Town of Nantucket by placing the following property currently located in the Limited Use General - 2 district in the Residential 20 (R-20) district:

69 Hummock Pond Road (Map: 56; Lot: 320)

; or otherwise act thereon.

(Christine McGrath Iller, et al)

ARTICLE

(Bylaw Amendment: False Private Alarms)

To see if the Town will vote to amend Chapter 26 (False Private Alarms) of the Code of the Town of Nantucket as follows *(NOTE: new language is shown as highlighted text, language to be deleted is shown by strikeout; these methods to denote changes are not meant to become part of the final text; and, further, that non-substantive changes to the numbering of this bylaw be permitted in order that it be in compliance with the numbering format of the Code of the Town of Nantucket):*

§ 26-1 Definitions.

For the purpose of this article, the following definitions shall apply:

PRIVATE INTRUSION ALARM SYSTEM

Any assembly of equipment or any device to signal the presence of a hazard to which the Town of Nantucket Police Department is expected to respond; ~~provided, however, that such definition shall not include private fire alarm systems as may be defined in any other bylaw regulating false private fire alarms.~~

USER

The **property owner, or if in a leased premise, the leaseholder** ~~occupant~~ of the premises containing the alarm system.

§ 26-4 Registration required.

Each private intrusion alarm user shall register his private intrusion alarm device or devices with the administrator prior to use, ~~provided that private intrusion alarm devices in use as of the effective date of this article may be registered no later than 60 days from such date.~~

§ 26-7 Registration requirements; annual fee.

Every person who is the owner of, or who is in charge of, premises on which a private intrusion alarm device is installed shall register such intrusion alarm device annually on or before April 1 of each year and shall submit to the Chief of the Town of Nantucket Police Department, in writing, on or before that date, a registration statement, on a form to be established by the Police Chief, and an annual registration fee ~~in the amount of \$50~~ **as determined by the Select Board**. The registration statement shall contain such person's name, address and telephone number, as well as the name, address and telephone number of at least two other persons who are authorized to respond to a signal transmitted by the private intrusion alarm device and who are authorized to open the premises on which the private intrusion alarm device is installed. ~~For such private intrusion alarm devices currently installed, such persons shall submit such registration statements within 30 days of the adoption of this article.~~ Such registration form may require permission from the user in favor of the Town of Nantucket Police Department to break into and enter the registered premises forcibly without liability on the indemnification from the user in favor of the Town and its officers with respect to any such forcible breaking and entering, in order to respond to such an alarm.

§ 26-8 Consequences of false alarms; fee; penalty.

B. The private intrusion alarm user shall be assessed a fee ~~of \$100~~ **as determined by the Select Board** for each additional false private intrusion alarm occurring at the premises within the same calendar year. All fees assessed hereunder shall be paid to the Town Treasurer for deposit into the general fund.

~~C. Failure to comply with § 26-7 set forth above shall be punishable in accordance with Chapter 1 of the Code of the Town of Nantucket.~~

§ 26-12 Town assumes no responsibility for devices.

Notwithstanding the provisions of this article, the Town, its departments, officers, agents and employees, shall be under no obligation whatsoever concerning the adequacy, operation, or maintenance of any private intrusion alarm ~~device or of the private intrusion alarm monitoring facilities at police headquarters.~~

§ 26-13 Violations and penalties.

~~Any person who commits, or causes to be committed, any of the following acts shall be subject to a fine of up to \$100 for each such act:~~

Any person who violates any provision of this bylaw shall be subject to a fine of \$300 punishable in accordance with Chapter 1 of the Code of the Town of Nantucket. Each day that a violation continues shall be considered a separate offense.

§ 26-18 Definitions.

For the purpose of this article, the following definitions shall apply:

FALSE PRIVATE FIRE ALARM

Any signal, telephone dialer or oral communication from an alarm company's ~~central station~~ transmitted ~~directly~~ to the Fire Department requesting, requiring or resulting in a response on the part of the Fire Department as a result of the activation of an alarm system by any cause where in fact a hazard requiring urgent attention to which fire fighters are expected to respond does not exist. Such causes include mechanical failure, malfunction, improper installation or recklessness, intentional conduct or negligence of the user of an alarm system or of his employees or agents. For purpose of this definition, activation of an alarm system by any of the following acts, including but not limited to vandals, hurricanes, tornadoes, earthquakes and similar weather or atmospheric disturbances, shall not be deemed a false alarm.

FIRE ALARM SYSTEM

Any assembly of equipment or any device designed to signal the presence of a hazard requiring urgent attention to which fire fighters are expected to respond, ~~excluding any private alarm system regulated by any bylaw applicable to the Police Department response to private intruder alarms.~~

USER

The **property owner, or if in a leased premise, the leaseholder** ~~occupant~~ of the premises containing the alarm system.

§ 26-21 Registration required.

Each private fire alarm user shall register his alarm system with the administrator prior to use, ~~provided that alarm systems in use as of the effective date of this article may be registered no later than 60 days from such date.~~

- C. All alarm systems ~~installed after the effective date of this article~~ shall be equipped with a battery backup or other device or be of a design so as to prevent the signaling of an alarm in the event of an AC power failure.

§ 26-24 Registration and inspection requirements.

~~A. Every user who is the owner of or who is in charge of premises on which an alarm system is installed shall cause it to be inspected and registered such alarm system annually on or before April 1 of each year and shall submit to the Fire Chief of the Nantucket Fire Department, or his designee, on or before that date, a copy of the current 100% annual inspection report and, as applicable, in writing, a registration statement on a form to be established by the Fire Chief. The registration statement shall contain the user's name, address and telephone numbers, as well as the name, address and telephone number of at least two other persons or companies who are authorized to respond to a signal transmitted by the alarm system and who are authorized to open the premises on which the alarm system is installed. Such registration may require permission from the user in favor of the Town of Nantucket to break into and enter the premises forcibly without liability to the Town or to any fire fighter and may require indemnification by the user in favor of the Town and such fire fighters for any damage resulting from such entry in response to such private fire alarm.~~

A. Every person who is the owner of, or who is in charge of, premises on which a fire alarm device is installed shall register such fire alarm device annually on or before April 1 of each year and shall submit to the Chief of the Town of Nantucket Fire Department, in writing, on or before that date, a registration statement, on a form to be established by the Fire Chief, and an annual registration fee as determined by the Select Board. The registration statement shall contain such person's name, address and telephone number, as well as the name, address and telephone number of at least two other persons who are authorized to respond to a signal transmitted by the fire alarm device and who are authorized to open the premises on which the private fire alarm device is installed. Such registration form may require permission from the user in favor of the Town of Nantucket Fire Department to break into and enter the registered premises forcibly without liability on the indemnification from the user in favor of the Town and its officers with respect to any such forcible breaking and entering, in order to respond to such an alarm.

~~B. For alarm systems currently installed, such persons shall submit such registration statements within 30 days of the adoption of this article.~~

§ 26-25 **Consequences of false alarms; fee.**

A. Upon the occurrence of ~~two~~ **three** false alarms attributable to one premises within a calendar year, the Fire Chief, or his designee, may, at his discretion, in writing, notify the private alarm user.

B. The alarm user shall be assessed a fee **as determined by the Select Board** ~~of \$200~~ for each additional false fire alarm occurring at the premises within the same calendar year. All fees assessed hereunder shall be paid to the Town Treasurer for deposit into the general fund.

~~C. Failure to comply with § 26-24 set forth above shall be punishable in accordance with Chapter 1 of the Code of the Town of Nantucket.~~

~~D. Failure of the user to have the annual inspection done as required by § 26-24 above shall be punishable by a fine of \$100 for every false fire alarm transmitted from that property (notwithstanding the provisions of Subsection A above) until the required inspection has been completed by a recognized testing company.~~

~~E. Any person disconnecting a system or portion of a system for the purpose of circumventing this article shall be fined \$300 and, in the event that such person is a user as defined in § 26-18 above, shall have his license or certificate of occupancy revoked for 30 days.~~

§ 26-29 **Town assumes no responsibility for systems.**

Notwithstanding the provisions of this article, the Town, its departments, officers, agents and employees shall be under no obligation whatsoever concerning the adequacy, operation or maintenance of any alarm system ~~or of the alarm monitoring facilities not located at or under the installation control of the Nantucket Fire Department.~~ This article shall in no manner create or extend liability or obligation of the Town for its actions in connection with alarms, including but not limited to response of the Fire Department to alarms, beyond that which exists at law, if any.

~~§ 26-30 **Violations and penalties.**~~

~~Any person who commits or causes to be committed any of the following acts shall be subject to a fine of up to \$100 for each such act:~~

~~A. Intentional causing of a false alarm.~~

~~B. Failure to submit changes in registration information as required by this article; each day of such failure shall constitute a separate violation.~~

(Select Board)

(Note: Only sections of Chapter 26 for which changes are being proposed are shown)

ARTICLE

(Bylaw Amendment: Finances/Rename; Establish Revolving Account)

To see if the Town will vote to amend Chapter 19 (Finances), Article XIII (Revolving Accounts), §19-21 (Revolving accounts established) of the Code of the Town of Nantucket by renaming; and, adding a Revolving Account as follows (*NOTE: new language is shown as highlighted text, language to be deleted is shown by strikeout; these methods to denote changes are not meant to become part of the final text and, further, that non-sustentative changes to the numbering of this bylaw be permitted in order that it be in compliance with the numbering format of the Code of the Town of Nantucket*):

:

Fund	Revenue Source	Authority to Spend	Use of Funds
Sewer and Public Works Housing	Rental payments	Town Manager with Approval of the Select Board	Defrayment of maintenance/upkeep of sewer and public works housing facilities
Concessions	Rental Payments	Town Manager with Approval of Select Board	Defrayment of maintenance/upkeep of Town-owned concession facilities

Or to take any action relative thereto.

(Select Board)

ARTICLE

(Bylaw Amendment: Motorized Passenger Devices)

To see if the Town will vote to amend Chapter 98 (Motorized Passenger Devices) of the Code of the Town of Nantucket, as follows: (Note: New language is shown as highlighted text, language to be deleted is shown by strikeout; these methods denote changes are not to become part of the final text and , further, that non-substantive changes to the numbering of this bylaw be permitted in order that it be in compliance with the numbering format of the Code of the town of Nantucket).

§ 98-1 Prohibited absent express written permission.

No person shall operate a motorized or electric powered scooter (one seat), motorized or electric moped (two seats), motorized skateboard, Segway, motorized bicycle, battery powered bicycle, motorized or electric one wheel roller boards (balance boards with one wheel), one wheel self-balancing unicycles, motorized or self-balancing scooters, motorized or electric unicycles, motorized or electric razors (boards with handlebar with throttle control), conventional pedal powered bicycles with electric conversion system installed, or other similar motorized or electric passenger device (hereinafter referred to as "personal motorized passenger devices") on any Town-owned or -controlled public way, sidewalk, bike path and/or multi-use path, park, playground or beach without the express written permission to do so from the Town official(s) or officer having jurisdiction over the use of said Town property or their respective designee (hereinafter referred to as the "authorizing official"). The following vehicles shall be exempt from the provisions of this chapter:

A.

Vehicles or motorized passenger devices licensed by the Commonwealth of Massachusetts as motor vehicles or otherwise to the extent authorized by the Commonwealth or the United States for such operation;

B.

Vehicles or motorized passenger devices licensed or used by the federal government or any federal agency, instrumentality or entity, including the United States Postal Service, performing a service to the public;

C.

Personal motorized passenger devices used by handicapped persons;

D.

Personal motorized passenger devices used by public safety personnel, including police officers;

E.

Landscaping equipment;

F.

Golf carts (not exempted from bike paths).

(Bruce Mandel, et al)

ARTICLE
(Bylaw Amendment: Noise)

To see if the Town will vote to:

AMEND Section 2A-1 of Chapter 101 (Noise) to read as follows:

§ 101-2

Air-conditioning and air-handling equipment, pumps, fans and compressors sound level limit; measurement.

A. Prohibited noises.

(1) No person shall operate or cause to be operated any air-conditioning or air-handling equipment, swimming pool or spa pump, or an exhaust fan, in such a manner as to exceed 55 dBA over a ten-minute period of time, measured from a distance of **30** 40 feet or more from the source of the sound or the property line of the premises on which said activity is located at any time of the day or night.

Effective upon passage at the 2023 Annual Town Meeting

(Campbell Sutton, et al)

Technical Note: the proposed text for the purposes of printing is shown as highlighted in gray (not in red type).)

ARTICLE

**(Bylaw Amendment: Board of Sewer Commissioners/Town Sewer District Map Change
- 25 Millbrook Road)**

To see if the Town will vote to add #25 Millbrook Road, Map 56 Parcel 67.2 to the adjacent Sewer District.

; or to otherwise act thereon.

(Martin McGowan, et al)

ARTICLE

(Bylaw Amendment: Outdoor Lighting)

To see if the Town will vote to replace the existing outdoor lighting bylaw (Chapter 102 of the Code of the Town of Nantucket), adopted at Town Meeting in 2005, with the following updated bylaw to make the regulations consistent with current best practices for outdoor lighting and to strengthen enforcement; or otherwise act thereon.

[NOTE: Non-substantive changes to the numbering of this bylaw shall be permitted in order that it be in compliance with the numbering format of the Code of the Town of Nantucket.]

Chapter 102

OUTDOOR LIGHTING

§ 102-1. Purpose. The purpose of this chapter is to establish regulations for outdoor lighting that:

- A. Minimize the unintended and/or adverse impact of the use of artificial light at night (commonly known as light pollution) to the greatest extent possible, in recognition of its negative effects on people as well as wildlife.
- B. Protect residents from light trespass that negatively affects the enjoyment of their own property and their property values.
- C. Control glare to increase the safety and security of residents and visitors.
- D. Minimize skyglow to preserve the ability to see the stars and Milky Way, thereby preserving humanity's connection with the night sky, fostering awe and wonder in current and future generations of children as well as adults, and preserving the ability of the Maria Mitchell Association to conduct astronomical research.
- E. Provide adequate light for the safe performance of outdoor tasks at night and to keep property free from harm.
- F. Promote efficient and cost-effective lighting to conserve energy.
- G. Preserve the historic and rural character of Nantucket.

§ 102-2. Applicability.

- A. The provisions of this chapter shall apply to all outdoor lighting, in all zoning districts, unless specifically exempted elsewhere in this chapter. This includes all privately owned lighting as well as all lighting owned, maintained, or controlled by the Town of Nantucket or another governmental body (including the Nantucket Public Schools).
- B. In case of a conflict between any of the provisions in this chapter or between any provision of this chapter and another provision of the Nantucket Code, the most restrictive provision shall control.
- C. **New installations.** All exterior luminaires installed after the effective date of this chapter shall conform with the requirements established by this chapter and any other applicable bylaws, regardless of the reason for the installation.
- D. **Nonconforming existing luminaires.**
 - a. All exterior lighting that was installed prior to the effective date of this chapter that does not conform with the requirements of this chapter may continue to be used and maintained for up to five years, except if any of

the following occurs:

- i. The official appointed to oversee the enforcement of this chapter determines that one or more luminaires constitutes a hazard to public safety or a lighting nuisance under § 102-6A of this chapter, in which case the nonconforming luminaire(s) must be brought into compliance within thirty (30) days of written notification being mailed or hand delivered.
 - ii. More than fifty percent (50%) of the total assessed value or square footage of a structure, as determined from the building permit application, is repaired, altered, reconstructed, or renovated, in which case the nonconforming luminaire(s) must be brought into compliance by the time the final building inspection occurs.
 - iii. A nonconforming luminaire owned by the Town of Nantucket is retrofitted, in which case the fixture must be brought into compliance at the time that work is done.
- b. **Request for extension.** Private property owners may request an extension from the Town Manager to use and maintain a nonconforming luminaire, for up to a maximum of ten (10) years from the date a nonconforming fixture was installed, provided that the luminaire was compliant with the requirements that existed at the time of the installation and the date of installation can be verified via documents or date-stamped photographs; the nonconforming luminaire cost \$100 or more when purchased; and the nonconforming luminaire cannot be brought into compliance by changing the bulb or lighting element or by installing shielding.

§ 102-3. Definitions.

For the purposes of this chapter, the following terms shall have the following meanings, unless a contrary meaning is required by the context or is specifically prescribed:

BUG RATING SYSTEM

A lighting classification system created by the Illuminating Engineering Society (IES) and the International Dark-Sky Association (IDA) to describe the light pollution contributions from outdoor luminaires. “B” relates to backlight, which often contributes to light trespass. “U” relates to uplight, which contributes to skyglow and limits the ability to see the stars. “G” relates to glare, which makes it difficult to see.

CORRELATED COLOR TEMPERATURE (CCT)

A specification of the color appearance of the light emitted by a lamp, measured in units called Kelvin (K). Correlated color temperature (CCT) values are typically provided in lighting manufacturer data sheets.

EMERGENCY LIGHTING

Temporary lighting required for public safety in the reasonable determination of public safety officials.

ENVIRONMENTALLY SENSITIVE AREA

Any land that contains threatened or endangered species habitats, is used for agricultural purposes, or is subject to a conservation restriction.

EXTERNALLY ILLUMINATED SIGN

Any sign or display whose information content is made visible at night by means of a luminaire mounted at some distance above, below, or otherwise away from the surface containing the information or message intended to be seen.

FLOODLIGHT

Any luminaire or lamp that incorporates a reflector or refractor to concentrate the light output into a directed beam in a particular direction.

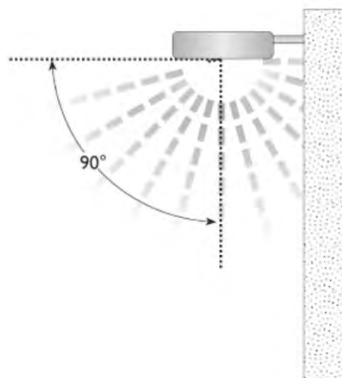
FOOT-CANDLE

A measurement of illuminance equivalent to one lumen per square foot.

FULLY SHIELDED LUMINAIRE

A luminaire that is constructed so that, in its properly installed position, all the light emitted shines below the horizontal plane at the point where the light is emitted. See Figure 1 (below). Luminaires with adjustable aiming are not fully shielded unless they are aimed and shielded so that no light is emitted above the horizontal plane at the point where the light is emitted.

Figure 1. Fully Shielded Luminaire

**GLARE**

Intense light emitted by a lamp or luminaire that reduces visibility and creates visual discomfort and/or momentary visual impairment.

HOLIDAY LIGHTING

Temporary decorative lighting installed in connection with a national, state, local or religious holiday.

ILLUMINATING ENGINEERING SOCIETY (IES)

The professional society of lighting engineers and other lighting professionals that is recognized as an authoritative body on the science and application of lighting and which publishes and promotes recommended practices for a variety of specific lighting applications.

ILLUMINANCE

The amount of light falling onto a given surface area, often measured in units called foot-candles.

KELVIN

A unit of measurement used for the correlated color temperature of light. Often denoted with the symbol K.

LAMP

The component of a luminaire that is the light source, not inclusive of any reflective or refractive optics used to direct light. This refers to bulbs that are easily removable and replaceable as well as integrated systems like light emitting diodes (LEDs).

LANDSCAPE LIGHTING

Any lighting used to illuminate trees, shrubs, or other plant material, as well as water features and decorative objects, in a yard, garden, park, or pool deck.

LIGHT POLLUTION

Any unintended and/or adverse impact of the use of artificial light at night.

LIGHT TRESPASS

Any light emitted by a luminaire that shines beyond the property on which the luminaire is installed and increases the illuminance at the property boundary line.

LUMEN

A unit of measurement of the amount of light emitted by a luminaire or lamp, typically displayed by the manufacturer as part of the product specification. Distinct from watts, which measures the amount of power consumed by a luminaire or lamp rather than the amount of light emitted. When used in this chapter, “lumens” refers to the number of lumens of light emitted by a luminaire when the lamp is new, not accounting for any depreciation over time, known as initial lumens.

LUMINAIRE

A complete lighting unit, consisting of one or more lamps, housing, lenses, reflectors, and other structural elements, but not including any mounting pole or surface. This includes what is commonly referred to as a light fixture as well as other types of lighting units such as string lights and rope lights.

LUMINANCE

A measure of light emitted by or from a surface. Measured in candelas per square meter (cd/m²).

SAFETY AND SECURITY LIGHTING

Lighting that is intended to prevent accidents and/or deter or detect intrusions or other criminal activity occurring on a property or site. For the purposes of this chapter, this shall include lighting for entrances, walkways, roadways, parking lots, equipment yards, and building security, but shall not include landscape lighting, string lighting, rope lighting, decorative, and accent lighting.

SKYGLOW

A glow in the night sky deriving from an artificial source (or sources) of light.

SPORTS LIGHTING

Lighting to illuminate outdoor fields and other surfaces used for the practice and/or play of any outdoor sport or athletic activity. This term refers only to lighting intended to facilitate play on outdoor surfaces, or to illuminate spectator viewing stands, but not for illumination of any other part of a connected or adjacent property such as a parking area.

SPOTLIGHT

A type of luminaire designed to project a narrow, intense beam of light on a small area.

STRING LIGHTS

A type of luminaire consisting of small white or differently colored electric lights spaced evenly along a cable and used for decoration, including but not limited to “bistro” lights, “fairy” lights, and “festoon” lights.

VERTICAL ILLUMINANCE

The amount of light falling on a vertical surface or plane. When measuring vertical illuminance, the illuminance meter is held vertically rather than horizontally.

UPLIGHTING

Lighting placed or designed to shine the light above the horizontal plane at the point where the light is emitted.

§ 102-4. General requirements for all outdoor lighting.

All luminaires not specifically exempted in § 102-7 of this chapter shall comply with the following requirements:

- A. **Shielding.** All luminaires with a lumen output greater than 600 lumens shall be fully shielded except as follows:

- a. String lights, provided they comply with § 102-5A of this chapter.
- b. Temporary holiday lights, provided they comply with § 102-5C of this chapter.
- c. Luminaires for the lighting of flags, provided they comply with § 102-5D of this chapter.
- d. Sports lighting on nonresidential properties, provided it complies with § 102-5F of this chapter.

B. Correlated color temperature. The correlated color temperature (CCT) of the light emitted by luminaires shall not exceed 2700 Kelvin, except as follows:

- a. If a 2700 Kelvin (or lower) luminaire is not commercially available for the application in question, a luminaire with a CCT of up to 3000 Kelvin may be used unless otherwise provided by this chapter.
- b. Temporary holiday lighting is exempt from this requirement, provided it complies with the requirements stated in § 102-5C of this chapter.
- c. Sports lighting on nonresidential properties is exempt from this requirement, provided it complies with the requirements stated in § 102-5F of this chapter.

C. Lumen limits.

a. Total lumens allowed per site. On no parcel or property shall the total lumen output of all luminaires exceed twenty thousand (20,000) total lumens per acre for residential properties or forty thousand (40,000) total lumens per acre for nonresidential properties, regardless of shielding.

- i. Temporary holiday lighting and nonresidential sports lighting may be excluded when determining total lumens.
- ii. For lighting within or mounted on external canopies at vehicle fueling stations and drive-through bank tellers or automated teller machines, an additional ten (10) lumens per square foot of canopy area shall be allowed.

b. Total lumens allowed for unshielded luminaires. On no parcel or property shall the total lumen output of the luminaires that are not fully shielded (excluding temporary holiday lighting) exceed a value of five thousand (5,000) lumens multiplied by the number of acres, or a total of two thousand (2,000) lumens, whichever is greater. Any luminaire that is either not fully shielded by design or is installed so that light shines above the horizontal plane at the point where the light is emitted shall be counted as an unshielded luminaire for the purpose of this limitation.

c. **Maximum lumen allowed for a luminaire.** The lumen output of any luminaire on a residential property shall not exceed fifteen hundred (1,500) lumens and the lumen output of any luminaire on a nonresidential property shall not exceed five thousand (5,000) lumens.

D. Hours of illumination.

a. All lighting, with the exceptions listed below, shall be turned off by 11:00 pm or, in the case of nonresidential properties, within one (1) hour of the end of normal business or operating hours. Lighting may not be turned on earlier than 6:00 am or, in the case of nonresidential properties, earlier than one (1) hour prior to the start of business or operations.

b. The following exceptions shall apply:

- i. **Safety and security lighting:** On residential properties, safety and security lighting may be used throughout the night. On nonresidential properties, safety and security lighting may be used throughout the night only if it is controlled by motion sensor or other automatic controls so that the light output is automatically turned off or dimmed by at least fifty (50) percent when activity has not been detected for fifteen (15) minutes or more. This requirement does not apply to streetlights, which may be used throughout the night provided they comply with § 102-5G of this chapter.
- ii. **Lighting of flags** may be used throughout the night, provided it complies with the requirements of § 102-5D of this chapter.
- iii. **Sports lighting** on nonresidential properties shall be turned off by 10:00 pm or within one hour of the end of active play, whichever is later.

§ 102-5. Requirements for specific applications.

A. **String lights.** String lights shall be limited to products with a lumen level that does not exceed fifty (50) lumens per linear foot and no installation of such lighting shall exceed, in the aggregate, two thousand (2,000) lumens for residential properties and four thousand (4,000) for nonresidential properties.

B. **Landscape lighting.** Uplighting of landscape features shall be limited to luminaires with a lumen output no greater than two hundred and fifty (250) lumens per luminaire that are aimed and oriented so that the light output points directly towards the landscape feature to be lighted.

C. **Holiday lighting.**

a. Decorative lighting for holidays shall not be installed more than six (6) weeks prior to the holiday and shall be removed within two weeks (2) following it. Any lighting installed outside of that time frame shall not be considered temporary holiday lighting and shall not qualify for the exemptions for such lighting under this chapter.

b. Lighting for holidays shall be limited to low-intensity string lights, whose lumen level does not exceed fifty (50) lumens per linear foot; floodlights and spotlights, whose lumen level shall not exceed twelve hundred (1,200) lumens per luminaire; and projector lights.

c. Any floodlights, spotlights, or projector lights used for holiday lighting shall be aimed and oriented in such a way as to not directly emit any light into the night sky or onto adjacent properties or public rights-of-way.

D. Illumination of flags. If flags are illuminated at night rather than lowered before sunset (as preferred), the lighting must comply with the following requirements:

a. Flagpoles with a height greater than twenty (20) feet above ground level shall be illuminated only from above. This may be achieved by using a luminaire attached to the top of the flagpole or a luminaire mounted above the flagpole on a structure within fifteen (15) feet of the flagpole. The total light output from any luminaire mounted on top of or above a flagpole shall not exceed eight hundred (800) lumens.

b. Flagpoles with a height equal to or less than twenty (20) feet above ground level may be illuminated from below. If ground-level illumination is used, no more than two (2) spotlight luminaires may be used per flagpole, the lumen output shall not exceed six hundred (600) lumens per luminaire, and the luminaire(s) shall be mounted so that the light output points directly towards the flag(s).

c. Flagpoles shall only be illuminated when a flag is hoisted.

E. Illumination of signs.

a. Externally illuminated signs shall be lit only from the top of the sign, with fully shielded luminaires designed and installed to prevent light from spilling beyond the physical edges of the sign.

b. Luminance levels during permitted hours of illumination shall not exceed 100 candelas per square meter (cd/m^2) as measured under conditions of full white display.

c. The illuminated surface area of an individual sign shall not exceed 200 square feet.

F. Sports lighting (nonresidential). Lighting installed on nonresidential properties for the practice or play of outdoor sports shall:

- a. Comply with the lighting guidelines established by the Illuminating Engineering Society for the applicable class of play (IES RP-6). This shall be established by a certification letter from the International Dark Sky Association issued under its program for community-friendly sports lighting program, verifying that the design as well as the installation meets the IES criteria.
- b. Only illuminate the surface of play and adjacent viewing stands and shall not be used for any other application, such as lighting a parking area.
- c. Have adjustable illuminance levels so that the illuminance level can be lowered when there is no active play (e.g., for field maintenance).
- d. Be extinguished by 10:00 pm or within one hour of the end of active play, whichever is later.
- e. Be equipped with mechanical or electronic timers to prevent lights from being left on accidentally overnight.
- f. Be designed and installed to limit the impact of the lighting on other properties to the greatest extent possible.

G. Streetlights. The following requirements apply to streetlights, regardless of ownership.

- a. **Backlight, uplight and glare:** The BUG rating of street light luminaires shall not exceed B1-U0-G1.
- b. **Add-on shields:** Add-on shields shall be added to luminaires whenever requested by a resident to eliminate light trespass and commercially available for the type of luminaire in question.
- c. **Adaptive controls:** New or replacement streetlight luminaires shall be provided with controls that, at a minimum, are capable of automatically reducing the output of the luminaire at a programmed time by at least fifty (50) percent.
- d. **Community input.** If a municipal or utility company lighting project is proposed that involves the retrofit or replacement of streetlights, the Town of Nantucket shall undertake a pilot demonstration with multiple options (including 2200K and 2400K luminaires) and solicit public comment before making a final decision on what to purchase and install.

H. Public lighting. The following requirements shall apply to luminaires that are owned, leased, operated, maintained, or controlled by the Town of Nantucket or another governmental entity or entities completely or partly funded by grants obtained by the Town or its agents, including but not limited to streetlights, luminaires to light municipal facilities, parking lots, parks, and playing fields.

a. New installations of outdoor lighting shall only be installed upon a determination by the Town Manager that a public safety hazard exists in the area to be lit, and that the hazard can only be effectively mitigated through the use of outdoor lighting and not through some other passive means, such as reflectorized roadway paint or markers.

b. If a municipal lighting project is proposed that involves the addition of more than ten (10) elevated luminaires with two thousand (2,000) or more lumens per luminaire, the Town of Nantucket or its designee must seek public comment prior to the purchase and installation to help mitigate unforeseen negative impacts.

§ 102-6. Prohibitions.

A. Public safety hazard or nuisance. No outdoor lighting may create a public safety hazard or public nuisance in the form of light trespass or glare, regardless of when it was installed. Notwithstanding the other provisions of this chapter, the modification, removal, or limited operation of luminaires may be required if a public safety hazard or public nuisance is found based on the following criteria.

a. **Light Trespass.** Failure to comply with the illuminance level requirements stated below will be deemed a public nuisance unless in the judgment of the official charged with enforcing this chapter there are extenuating circumstances related to safety and security that justify an exception.

- i. The maximum vertical illuminance level at a property line that is adjacent to a residential property, or an environmentally sensitive area, shall not exceed 0.05 foot-candle.
- ii. The maximum vertical illuminance level at a property line that is adjacent to any other property shall not exceed 0.1 foot-candle.
- iii. The measurement for compliance shall be made using a light meter designed to measure illuminance levels, and vertical illuminance shall be measured at the property line five (5) feet above grade with the meter aimed towards the subject property and perpendicular to the property line.

b. **Glare.** The glare from exterior lighting will be deemed a public safety hazard or public nuisance when, in the judgment of the officer charged with enforcing this chapter, it could interfere with the safe movement of motor vehicles on publicly traveled ways or when it interferes with the usual and reasonable use and enjoyment of property. This determination will be made through a site visit and visual inspection.

B. Other prohibitions. The use of the following types of outdoor lighting is prohibited unless specifically exempted in § 102-7 of this chapter.

- a. Highlighting or illumination of building facades and walls by use of uplighting.
- b. Searchlights, sky beams, and similar lighting except as required by public safety personnel during emergency conditions.
- c. Any light, other than temporary holiday lighting, that dynamically varies its output by intermittently fading, flashing, blinking, or rotating.
- d. Lighting on publicly owned property subject to a conservation restriction under Massachusetts law.

§ 102-7. Exemptions.

The following types of lighting shall be exempt from the requirements and prohibitions of this chapter:

- a. Lighting required by law to be installed on motor vehicles.
- b. Emergency lighting, for as long as emergency conditions identified by public safety personnel continue to exist. This includes the activities of law enforcement, fire, and other emergency services.
- c. Temporary lighting required to save life, limb, or property from imminent peril, provided that the use of this lighting continues only during the hours of the peril.
- d. Lighting employed during repairs of roads, utilities, and similar infrastructure, provided that such lighting is deployed, positioned, and aimed such that the resulting glare is not directed beyond the work area.
- e. Any form of lighting whose use is mandated by any legal jurisdiction with broader authority than that of the Town of Nantucket, provided that the lighting does not exceed the minimum requirements of that legal mandate.
- f. Lighthouse beacons owned by the United States Coast Guard.
- g. Temporary lighting for events sponsored by the Town of Nantucket.
- h. Temporary lighting approved by the Select Board in conjunction with a special event permit, such as for concerts, fairs, and festivals, provided that the impact of the lighting is required to be mitigated to the greatest extent possible.
- i. Lighting produced by the combustion of fossil fuels (such as natural gas and propane) so long as the light source is completely enclosed in a suitable

housing such as a lantern, firepit or fireplace.

- j. Underwater lighting of swimming pools or other water features.

§ 102-8. Administrative Waiver.

The official charged with enforcing this chapter shall have the authority to grant a partial or complete waiver of the requirements of this chapter pursuant to the following procedures:

- A. Any applicant seeking a waiver from all or some of the requirements of this chapter shall file an application describing in detail with supporting information and documentation the nature, duration, location, specifications, and other particulars of the waiver being sought.
- B. The application for a waiver must demonstrate that bringing the luminaire(s) for which the waiver is sought into full compliance with this chapter would either (i) constitute a demonstrably unreasonable hardship on the applicant, as balanced against the potential impacts of noncompliance, or (ii) result in conditions that are materially detrimental to health, safety, or welfare. The applicant may also provide for consideration an alternative plan(s) that demonstrate(s) their ability to substantially mitigate the negative effects of non-compliance.
- C. Written notice of any application for a waiver shall be given to direct abutters to the property of the applicant and to the general public through a legal notice published in the local newspaper, including specific information on the nature, duration, location, and specifications and other particulars of the waiver being sought, at least fourteen (14) days in advance of any decision on the waiver application. Any notice recipient who claims that he/she/they or occupants of his/her/their property would be adversely affected by a grant of the waiver may file a statement and materials containing information to support his/her/their claim.
- D. In determining whether to grant or deny the waiver and what, if any, conditions and limitations (including a time limit) to impose, the reviewing official shall determine whether the applicant has met the conditions for a waiver stated above.
- E. Waivers shall be granted in writing to the applicant and shall contain all conditions and limitations, including any time limit on the activity. Noncompliance with any provision or condition of the waiver may result in its termination.
- F. The reviewing official shall place on public file a copy of the application for the waiver, all accompanying submissions, and the decision, including all conditions and limitations, and the reasons for granting or denying the waiver, as well as any other documentation associated with the process.

G. Any waiver may be reviewed, adjusted, terminated, or repealed by the official charged with enforcing this chapter at any time after two years, unless a longer time is specified in the waiver, or in the event of noncompliance with any provision or condition of the waiver.

H. Any decision made under this provision may be appealed under § 102-9G of this chapter.

§ 102-9 Enforcement, violations, and penalties.

A. Enforcement.

a. The enforcement of this chapter shall be overseen by a Lighting Enforcement Officer appointed by the Town Manager.

b. The Lighting Enforcement Officer is authorized and empowered to institute and maintain, in the name of the Town of Nantucket, any and all enforcement proceedings seeking injunctive relief and any other appropriate remedy, including fines and penalties.

c. The Town may enforce this bylaw or enjoin violations thereof through any lawful process, and the election of one remedy shall not preclude enforcement through any other lawful means.

d. The Lighting Enforcement Officer may, with the permission of the owner or pursuant to an administrative search warrant, go onto private property for the purpose of determining whether there has been a violation of this chapter.

B. Violations.

a. It shall be unlawful to install or operate any outdoor lighting luminaire in violation of any provision of this chapter, unless specifically exempted.

b. Whoever violates any provision of this bylaw may be penalized by a noncriminal disposition process as provided in Massachusetts General Laws, Chapter 40, § 21D, and Article II of Chapter 1 of the Code of the Town of Nantucket.

c. Each and every day during which a violation continues shall be deemed to constitute a separate offense.

C. Civil penalty.

a. Violation of this chapter shall be subject to a penalty of \$100 for the first violation, \$200 for the second violation, and \$300 for the third violation and any subsequent violation.

b. If a luminaire violates more than one provision of this chapter, that will be treated as one violation for the purposes of assessing penalties. However, if multiple luminaires violate one or more provisions of this chapter, a penalty may be imposed for each nonconforming luminaire.

c. Before the imposition of a civil penalty, the property owner shall be notified of the violation(s) and given time to cure the violation(s) or demonstrate that there is no violation.

D. Request for enforcement.

a. If the Lighting Enforcement Officer is requested, in writing, to enforce this chapter against any person or entity suspected of violating one or more of its provisions, the Lighting Enforcement Officer shall notify, in writing, the requesting party of any action or refusal to act, and the reasons therefor, within thirty (30) days of receipt of such request.

b. If no decision has been issued within thirty-five (35) days from the date the complaint was submitted, it shall be deemed denied as of the date ending such period and shall be subject to appeal.

E. Process.

a. The Lighting Enforcement Officer shall investigate all reports of suspected violations, making a site visit at night as necessary to determine compliance.

b. If, after investigation, the Lighting Enforcement Officer finds that a provision of this chapter is being violated, notice shall be given, as follows:

- i. If abatement of the violation would require modification, replacement, or removal of a luminaire, the notice shall be in writing and by hand-delivery or by certified mail, return receipt requested, to the property owner and/or to the occupant of the premises, demanding that violation be abated within thirty (30) days of the date of hand-delivery or of the date of mailing of the notice. The Lighting Enforcement Officer may require abatement in fewer than thirty (30) days, depending on the nature of the violation, but shall not allow more than thirty (30) days.
- ii. If the abatement of the violation simply involves turning off or redirecting a luminaire, notice may be given verbally to the occupant(s) of the premises with an order to cease or abate the violation immediately.

c. If the violation is not abated within the time allowed, the Lighting Enforcement Officer may institute actions and proceedings, either legal or equitable, to enjoin, restrain, or abate any violations of this chapter and to collect the penalties for such violations.

d. If the Lighting Enforcement Officer concludes there is a violation, based on a site visit and/or photographic evidence, the owner shall have the burden of demonstrating that the luminaire complies with the standards established by this chapter.

- i. The manufacturer's specification sheet may be used to establish the lumen level of a luminaire, correlated color temperature (CCT), and, if required, to verify the use of a fully shielded fixture.
- ii. Illumination levels may be verified through the use of manufacturer's photometric data sheet(s) and/or photometric site drawing or through on-site calibrated light meter readings.

F. Permit required. Compliance review of lighting plan prior to installation.

a. Any construction that involves the installation of exterior lighting and that requires a building and use permit under Chapter 139 (Zoning) or approval by the Historic District Commission shall require a permit issued by the Lighting Enforcement Officer verifying that the lighting plans satisfy the requirements of this chapter.

b. A reasonable fee to defray the cost of administration incurred in the review and processing of permits under this chapter shall be established by the Town Manager and collected with each permit application.

c. The lighting plan shall be filed with the Lighting Enforcement Officer at the same time that any other required plans are submitted and shall include:

- i. A map or drawing showing the acreage of the property and the location on the property where the luminaire(s) will be installed;
- ii. The specifications for each luminaire to be installed, including but not limited to the correlated color temperature (CCT), the lumen output, the BUG rating (if applicable), and the shielding description;
- iii. The quantity and type of all proposed luminaires;
- iv. The proposed schedule of use, including use of timers, dimmers and/or motion sensors;
- v. Any other evidence that the proposed installation will comply with this chapter.

The Lighting Enforcement Officer shall have the authority to request additional information to confirm compliance with the provisions of this chapter.

d. Within thirty (30) days of submission of the lighting plans or any additional information requested, the Lighting Enforcement Officer shall issue a permit stating the lighting plan conforms to the requirements of this chapter or the reasons for denying the application. If a permit has not been issued within thirty-five (35) days from the date the application for a permit was submitted, the application shall be deemed denied as of the date ending such period and shall be subject to appeal.

e. After a permit has been issued, no substitutions may be made for approved luminaires without submitting a revised plan for review and requesting an amendment to the permit.

G. Appeals.

a. Any person aggrieved by a refusal to act, decision, or order of the Lighting Enforcement Officer may appeal to the Town Manager, or the official appointed by the Town Manager to handle such appeals, within thirty (30) days after written notification of the decision of the Lighting Enforcement Officer or the date a request for enforcement or an application for a permit shall have been deemed denied in accordance with the provisions above.

b. Any appeal filed with the Town Manager or designee, as to which no decision has been issued within thirty-five (35) days from the date of submission, shall be deemed denied as of the date ending such period and shall be subject to appeal to the Select Board.

c. Any appeal to the Select Board from the order or decision of the Town Manager or designee shall be taken within thirty (30) days from the date of the order or decision or within thirty (30) days from the date on which the appeal shall have been deemed denied in accordance with provision above.

d. Any appeal pursuant to the above subsections shall be taken by filing a notice of appeal, specifying the grounds thereof, with the Town Administrator. A copy of said notice, including the date and time of filing with the Town Administrator, shall be filed with the Lighting Enforcement Officer. The Lighting Enforcement Officer shall forthwith transmit to the Town Administrator all documents and papers related to the appeal taken.

H. Civil remedies. Nothing in this chapter shall be construed as limiting the right of any person or entity to pursue legal action against any other person or entity under any applicable law, including the doctrine of nuisance.

§ 102-10. Effective Date.

The effective date of the adoption or amendment of this chapter shall be the date on which such adoption or amendment was voted upon at Town Meeting. If such adoption or amendment is subsequently disapproved, in whole or in part, by the Attorney General, this chapter as it would have read without the disapproved portion of the

adoption or amendment so voted, shall be deemed to have continued in effect from the date of such vote.

§ 102-11. Severability.

The provisions of this chapter are hereby declared to be severable and, if any provision or the application of such provision to any property, person or circumstance shall be determined to be invalid, such invalidity shall not be construed to affect the validity of any other provision hereof or the application of any provisions to any other property, person, or circumstances. The invalidity of any section or provision of this chapter shall not invalidate any other section or provision thereof.

(Catherine Gail Walker, et al)

ARTICLE

(Acceptance of Massachusetts General Law Chapter 41, Section 110A: Voter Registration Deadline)

To see if the Town will vote to accept the provisions of Massachusetts General Law Chapter 41, Section 110A, to authorize the Town Clerk's office to remain closed on all Saturdays and to treat Saturdays as a legal holiday for purposes of calculating the time frame for filing matters in that office; or take any other action relative thereto.

(Select Board)

ARTICLE

(Establishment of Independent Sewer Commission)

To See if the Town will vote: to establish an independent Sewer Commission separate from the Select Board to set policy, sewer rates, and oversee the Nantucket Sewer Department, under the direction of the Sewer Department Director.

The Sewer Commission shall consist of five (5) elected members who shall serve for (staggered) three year terms.

Or to take any other action as appropriate:

(Curtis L. Barnes, et al)

ARTICLE

(Town Council Form of Government)

To See if the Town will Vote: to direct the Select Board to establish a committee for the purpose of studying the establishment of a Town Council form of government for the Town and County of Nantucket.

1. The Town Council shall serve as the legislative body for the Town and County of Nantucket.
2. The Town Council shall employ a professional administrator to manage and implement policies and procedures approved by the Council.
3. The Town Council shall consist of nine (9) elected members, of which one each shall be elected from the following council districts, as established by the Town Charter: Town East; Town West; Mid Island; Siasconset; Madaket; Tom Nevers; Surfside; Polpis-Quidnet-Wauwinet; and one (1) At Large member.
4. Town Council members shall be registered year 'round residents and voters on Nantucket, and shall reside in the districts they represent.
5. The Town Council members shall elect a Chairperson, and Vice Chairperson annually at the Council's annual organizational meeting, to serve during the current Council year.
6. Town Council members shall be paid \$5,000 per year, with the Chair being paid \$8,000 per year.

Or to take any other action as appropriate:

(Curtis L. Barnes, et al)

ARTICLE

(Home Rule Petition: Charter Change to Town Council/Town Manager Form of Government)

To see if the Town will vote to adopt a new Town Charter, which is attached, to change the Town's current form of government from Town Meeting/Town Manager and Selectboard to Town Council/Town Manager. In addition, to see if voters will adopt updated operational standards that better reflect modern business practices. Upon passage of this article, the Town shall form a committee to implement the new charter with the goal to complete the adoption by the fiscal year starting July 1, 2024.

TOWN OF NANTUCKET, MASSACHUSETTS HOME RULE CHARTER

PREAMBLE

We, the people of the Town of Nantucket, Massachusetts, in order to form a more perfect community, reaffirm the customary and traditional liberties of the people with respect to the conduct of our local government and take fullest advantage of the Home Rule Amendment to the Constitution of the Commonwealth, do ordain and adopt this Home Rule Charter for our Town.

Intention of this Charter

It is the intent of this Charter to confer on the Town of Nantucket, first incorporated in 1671, all powers possible under the Constitution of the Commonwealth as fully and completely as though they were expressly enumerated in this Charter. The Town shall remain subject to the laws of the Commonwealth, its rules and regulations and to the bylaws of the Town, except to the extent they are inconsistent with the provisions of this Charter. The Charter shall not be construed as a codification of all such laws, rules, regulations and bylaws but as effecting those particular changes by which the inhabitants of Nantucket may secure a more efficient, responsive and wise government.

Liberal Construction

The powers of the Town under this Charter shall be construed liberally in favor of the Town.

ARTICLE ONE POWERS OF THE TOWN

Section 1 Incorporation

1-1-1 The inhabitants of the Town of Nantucket, within the Town's corporate limits as established by law, shall continue to be a body corporate and politic with perpetual succession under the name "Town of Nantucket."

Section 2 Forms of Government and Title

1-2-1 This Charter provides for a Town Council-Town Manager form of town government, and it shall be known by the title "Nantucket Home Rule Charter."

Section 3 Scope and Interpretation of Town Powers

1-3-1 The Town shall possess, exercise and enjoy all local government powers, rights and privileges under the Constitution and laws of Massachusetts as completely and fully as though they were expressly enumerated herein.

1-3-2 The powers of the Town under this Charter shall be construed liberally in its favor, and no specific Charter grant of particular powers is intended to limit in any measure its general grant of power.

Section 4 Intergovernmental Co-operations

1-4-1 In the exercise of its powers and functions, the Town may enter into intergovernmental agreements with other units or agencies of government by any appropriate means.

ARTICLE TWO THE TOWN COUNCIL

Section 1 Composition and Membership

2-1-1 The legislative body of the Town shall be a Town Council whose members shall be elected to meet, deliberate, act and vote in exercise of the corporate powers of the Town. In addition the Town Council will also serve as the County Commissioners.

2-1-2 Eight (8) of the council members shall be elected by district vote as established by a map of districts established by the Charter Implementation Committee during initial organization. Any changes to said map shall require a two-thirds majority vote open to all registered voters within the Town.

2-1-3 The Chair of the council shall be elected by popular vote taken by all districts and shall be the one at-large seat. The chair shall be required to hold office hours within normal business hours five days a week.

2-1-4 Town Council members shall receive compensation for service and may be allowed expenses incurred in the performance of their official duties.

2-1-5 The term of office of the Town Council shall begin on the second Wednesday following the election and continuing until their successors are qualified.

2-1-6 All elected council members shall be limited to four (4) total terms of office.

Section 2 Eligibility

2-2-1 Any registered voter of the Town shall be eligible for election to Town Council membership. However, no person holding an elective or appointed office of the Town as established in general law, Article Three of this Charter, or bylaw, shall take the oath or affirmation of office as a Town Councilor.

2-2-2 No Town Councilor shall, while a member of the Town Council, hold any other compensated Town office or position. No former Councilor shall hold any compensated appointive office or employment until one-year after the expiration of service on the Town Council. This provision shall not prevent a Town officer or employee who has taken a leave of absence from such duties in order to serve as a member of the Town Council from returning to such office or employment following service as a member of the Town Council.

Section 3 Vice Chair and Clerk

2-3-1 At the first Council meeting following each regular Town election, the Council shall choose from its membership a Vice-Chair and Clerk, each of whom shall serve for a 1-year term. The Council may reorganize itself at any time during the year by a 2/3 vote of its membership. The Chair shall preside at meetings of the Council and shall perform such other duties as provided by this Charter, by bylaw, or Council vote. The Vice- Chair shall act as Chair during the absence or disability of the Chair. The Clerk shall ensure that proper notice of all Council meetings is provided to its members and to the public, that all votes of the Council are recorded and that minutes of all Council

proceedings are kept and shall perform such other duties as may be assigned by this Charter by bylaw or by vote of the Council.

2-3-2 Vacancies which occur in the offices of Vice Chair or Clerk shall be filled at the next regular Council meeting following the vacancy. All appointments to fill vacancies in Council offices shall be for the remainder of the original one-year term of office.

Section 4 General Powers and Duties

2-4-1 Except as otherwise may be provided by this Charter, all general, corporate, legislative and appropriations powers of the Town shall be vested in the Town Council.

2-4-2 The Council may enact bylaws, rules, regulations, and other orders, not inconsistent with this Charter, governing its own proceedings, town functions, and all matters bearing on the exercise of its powers and duties.

2-4-3 The Council shall provide minutes of its proceedings to be kept and maintained as a public record in the office of the Town Clerk.

2-4-4 Power to Acquire Real Estate for the Town Subject to applicable administrative procedures pursuant to the laws of the Commonwealth or Town bylaw, the Council may, notwithstanding any law to the contrary, vote the following: To acquire any real estate, including any partial interest therein, by purchase or acceptance of gift; such acquisition being without the necessity of any vote of Town Meeting, but subject to the restriction that any acquisition of real estate by eminent domain may only be affected if first authorized by vote of Town Meeting pursuant to the laws of the Commonwealth and subject also to the availability of any necessary funds appropriated for such acquisition. The Council shall publish a public notice of such a vote in a newspaper having general circulation within the Town. Any such acquisition shall be subject to veto by Town Meeting if a petition as set forth in Section 2.1(b) is filed with the Town Clerk within 30 days following the date such public notice is published.

2-4-5 The Council may, at a public meeting, exercise the following powers:

(1) To appoint the Town Manager for the purposes set forth in Article IV. Such appointment shall be upon appropriate terms and conditions, including provision for annual performance reviews, in conformity with this Charter and the General Laws. By a majority vote of the full count of members then in office, the Board may remove the Town Manager;

(2) To appoint Town Counsel, and registrars of voters and other election officials (upon the recommendation of the Town Clerk), also other Town officers and employees to the extent so permitted to them by this Charter; (3) To appoint and, for cause, upon written charges and after a public hearing if so requested, to remove members of the following Town boards, councils, commissions and committees: Airport Commission, Conservation Commission, Commission on Disability, Council on Aging, Council for Human Services, Finance Committee, Parks and Recreation Commission, and Zoning Board of Appeals; and any other committee for which a Town bylaw makes the Council

the appointing authority; also any advisory committee established by the Council and any committee acting for both the Town and the County. Cause for removals shall be put forward in good faith, and not arbitrary, irrational, unreasonable or irrelevant to the duties of the office, on grounds of incapacity beyond temporary illness, chronic non attendance or violation of the oath of office. Nothing in this Section 2-4-5(3) mandates the continued existence of any such board or the specific number of members appointed;

(4) To exercise the power to disapprove of appointments made by the Town Manager pursuant to 2-4-5 (7) or Article 4 of this Charter. All appointments by the Town Manager to the position of Assistant Town Manager, of department head or of any other position pursuant to this Charter, are subject to a vote of disapproval by the Council; provided, however, that such appointments shall take effect unless the Council votes disapproval within a 15-day period following the day on which notice of the proposed appointment is filed with the Board Chair;

(5) To fill by appointment any elective position on a Town board, commission or council, vacant by reason of a member's resignation, death or incapacity beyond temporary illness, but only if the laws of the Commonwealth allow for appointments in such cases, the appointee to serve, any such laws notwithstanding, only until a successor is elected at the next annual Town Election and the successor so elected then to serve for the remainder, if any, of the member's unexpired term; and

(6) To appoint to the Planning Board three associate members to serve in zoning matters as alternates in lieu of any elected alternate, the terms of appointment being of such length and so arranged that the term of one associate member shall expire each year. Nothing in this Charter shall affect the election of the regular Planning Board members in accordance with the laws of the Commonwealth.

(7) Any vacancy occurring in an appointed position in Town offices, boards, councils, commissions or committees shall be filled by the Council, the Town Manager or other appointing authority, whichever is empowered to make the initial appointment to the position vacated, for the balance of the unexpired term.

2-4-6 The Council shall have the power:

(a) To act in the capacity of the Board of County Commissioners;

(b) To establish general Town priorities, goals and policies;

(c) To establish, as may be advisable or needed, one or more advisory committees to conduct any inquiry or investigation or to make planning, policy or other recommendations; further, to establish and shall so establish as a permanent standing committee of the town, a three-member audit committee whose duties shall include appointment of an outside audit firm, review of the annual audit results, and evaluation of the internal accounting procedures and controls. The audit committee shall be composed of three members, each serving a term of one year. The committee will consist of the Chair of the Council, the Chair of the Finance Committee, and one member of the Council appointed by the Council.

(d) To adopt rules for the conduct of business and to fix times and places for meetings, to establish all five members as a committee of the whole, and to designate any number of its members as a subcommittee;

(e) To approve or disapprove Town contracts, contract amendments, contract terminations and contract enforcement actions proposed by the Town Manager;

- (f) To identify emergency situations and to declare emergencies;
- (g) To designate a sub-committee to, or to hear and decide upon license applications as may be provided by Town bylaws or by Special or General Laws; and
- (h) To designate a sub-committee to, or to hear and decide administrative appeals from the Historic District Commission or from any other Town body as may be provided by Town bylaw or by the laws of the Commonwealth.

Section 5 Procedures

2-5-1 The Town Council shall meet regularly at least once in each month. Special meetings may be held at any time if called by the Chair or by four (4) members of the Council, provided, however, that for a special meeting, at least 48 hours personal notice shall be given to each Council member, except in case of an emergency. All Council meetings shall be conducted in accordance with the open meeting provisions of the General Laws.

2-5-2 A majority of the full Council membership shall constitute a quorum for the purpose of conducting business.

2-5-3 Except as otherwise may be provided by general law provisions respecting closed sessions, all meetings of the Council shall be open to the public, and residents and employees of the Town shall have a reasonable opportunity to be heard at any such meeting.

Section 6 Town Bylaws

2-6-1 Proposed bylaws shall deal with one (1) subject only and shall be introduced in writing and in the form necessary for final adoption.

2-6-2 Any registered voter may file a bylaw proposal or change to existing bylaw by filing the proposal with the Town Clerk. This submittal shall be required to have been signed by 100 registered voters of the Town of Nantucket. Town Departments are exempt from this requirement.

2-6-3 Any bylaw which amends or repeals a portion of the Town bylaws shall set out in full the portion to be so amended or repealed, by the use of strikeout type, brackets or underscoring.

2-6-4 Prior to final passage, each introduced bylaw shall be read at two (2) separate Council meetings, except in cases of special emergency involving the health or safety of the people or their property. No bylaw shall be declared an emergency unless such an emergency is defined and declared in a preamble thereto, separately voted on and receiving the affirmative vote of at least two-thirds (2/3) of the full Council membership.

2-6-5 The affirmative vote of a majority of the full Council membership, except as otherwise provided by general law of this Charter, shall be necessary for the final passage of any bylaw resolution, or other action.

2-6-6 All votes on regular and emergency bylaws shall be taken by roll call and shall be recorded in the minutes.

Section 7 Action Requiring a Bylaw

2-7-1 In addition to other acts required by statute or this Charter to be accomplished through bylaw, those acts of the Town Council shall be through bylaw which: (a) adopt or amend administrative bylaws or establish, alter, or abolish any Town department, office or agency; and (b) provide for a fine or other penalty, or establish a rule or regulation for the violation of which a fine or other penalty is imposed; and (c) establish all fees which are not set by general law.

Section 8 Vacancy

2-8-1 Unless recalled in accordance with Article Five, Section 4 of this Charter, a vacancy in the office of Councilor at Large shall be declared by the Town Clerk following notification of the death, permanent disability to serve, resignation, and/or failure to maintain a permanent residency within the Town of Nantucket.

2-8-2 Vacancies shall be filled by special election to be called within ninety (90) days of said vacancy unless a regular or special Town election shall occur within one hundred twenty (120) days.

ARTICLE THREE ELECTED TOWN BOARDS AND OFFICERS

Section 1 General Provisions

3-1-1 Members of Town boards to be elected by the qualified voters, of the Town shall be, in addition to the Town Council: (a) seven members of a School Committee elected for concurrent terms of two years, (b) seven members of the Conservation Commission (c) five members of a Board of Health, and (d) five members and two associate of a Planning Board (e) seven members and two alternate of the Historic District Commission (f) five members of the Zoning Board of Appeals all to be elected from the Town at large for three-year overlapping terms of office so arranged that the terms of as nearly one third of the members of such boards and committees shall expire at each annual Town election.

3-1-2 Should any of the boards or commissions listed above require appointment by state law these appointments shall be made in accordance with the results of the popular election.

3-1-3 Officers of the Town to be elected at large for four-year terms of office shall be: (a) Town Clerk and (b) Three Constables.

3-1-4 Officers and members of elected boards established under this Article shall receive such compensation as may be authorized by the Town Council within limits of an appropriation made for that purpose.

3-1-5 Officers and members of boards established under this Article shall exercise such powers and duties as are, and may be, provided by general law, this Charter, bylaw and order of the Town Council.

Section 2 Special Provisions

3-2-1 The School Committee established under this Article shall have general charge of the public schools of the Town. The School Committee shall have the power to select and to terminate a superintendent of schools, establish educational goals and policies for the schools consistent with the requirements of the laws of the Commonwealth and standards established by the Commonwealth. The School Committee shall have all the powers and duties given to school committees by the laws of the Commonwealth.

Section 3 Vacancies

3-3-1 Unless recalled in accordance with Article Five, Section 4 of this Charter, vacancies in boards established under this Article shall be filled by the Town Council jointly with the remaining members of the respective board by majority vote until the next regular Town election.

3-3-2 Unless recalled in accordance with Article Five, Section 4 of this Charter, a vacancy in the office of Town Clerk or Constable shall be filled in accordance with the provisions of general law.

ARTICLE FOUR THE TOWN MANAGER

Section 1 Appointment and Qualifications

4-1-1 The Town Council, by a majority vote of its full membership, shall appoint a Town Manager who shall administer and implement the directives and policies adopted by the Town Council. The Council shall fix the Manager's compensation within the limits of an appropriation adopted for that purpose. The salary, benefits, and terms and conditions of employment and the procedures for dismissal shall be negotiated between the Town Council and the Manager.

4-1-2 In seeking candidates for the Manager's post, the Town Council shall advertise in appropriate professional journals and other suitable publications as seemed necessary. The Town Manager need not be a resident of the Town at the time of appointment but shall establish residence within the Town within one year following appointment, unless the Town Council shall waive such residency requirement. If a resident of the Town, the successful candidate shall have held no elective town office for a period of one year prior to appointment.

4-1-3 The Manager shall be appointed on the basis of educational, executive and administrative qualifications and experience, including at least a bachelor's degree in an appropriate field of study from an accredited four-year college or university. Professional experience shall consist of at least three (3) years of full-time compensated service in town or town administration or related administrative activity.

Section 2 Powers and Duties

4-2-1 The Town Manager shall be the chief executive and administrative officer of the Town and shall be responsible to the Council for the effective administration of all Town affairs placed in their charge by or under this Charter.

4-2-2 The Manager shall not hold any other elective or appointive Town office, but may be appointed by the Council to serve on committees, both standing and ad hoc. The Manager shall devote full-time to the duties of the office and shall not engage in any other business or occupation without the advance written authorization of the Council.

4-2-3 The Manager shall: (a) attend all meetings of the Council except when excused and have the right to speak but not to vote; (b) keep the Council fully informed regarding Town and departmental operations, fiscal affairs, general problems and administrative actions and submit appropriate periodic reports; (c) keep the Council fully informed as to the long-range needs of the Town, the practices and governmental trends of other communities and the laws and regulations of the Commonwealth and make such recommendations to the Council as deemed necessary and appropriate; (d) prepare, assemble and present to the Council the annual Town operating and capital budgets and cooperate with the Finance Committee in all financial matters; (e) serve as general ombudsman for the Town; (f) maintain an inventory of all town real and personal property; (g) be responsible for all aspects of the personnel system, (h) serve as chief procurement officer; (i) be responsible for the maintenance of all buildings and property owned or leased by the Town, except that under the jurisdiction of the School Committee; and (j) perform such other duties as may be required by this Charter, bylaw or order of the Council.

4-2-4 The Manager may, with the approval of the Council within the departments and agencies under their jurisdiction, establish, reorganize or consolidate any department, board commission or office.

4-2-5 Roles of Council and Town Manager

(a) The administration of the Town shall be vested in the Town Manager who shall, with the assistance of the various Town Department heads, cause this Charter, the Town's legislative actions pursuant to Articles II and III, and applicable General Laws to be enforced.

(b) It is the intent of this Charter to confer upon the Council such limited legislative powers and general executive policy setting and investigative powers as are provided in Article III but at the same time, by virtue of this Article IV, to confer upon the Town

Manager full control over Town Administration, as defined in Section 4.4(a) of this Charter, and of the administration of Town services provided for in this Article IV. Accordingly, this Charter seeks to establish clear lines between Article III powers of the Council and Article IV administrative functions as follows:

(1) The Council are to deal with individual Town Administration employees only through or jointly with the Town Manager responsible for the overall administrative management of the Town's affairs as specified in this Article IV; and

(2) All routine contact with Town employees concerning the functions of Town Administration and its provision of services shall be from the Council through or jointly with the Town Manager.

(c) Nothing in the foregoing nor in this Charter shall be construed to prohibit informal, non-directive conversations of Town Council Members with other Town officials, nor the inquiry by the Council into any act or issue concerning Town Administration.

4-2-6 Town Manager

(a) The Council shall appoint a Town Manager for an initial term of 2 years. Any successive terms shall not exceed 3 years each. The Town Manager so appointed shall, by education, experience and ability, be qualified to perform the duties established for the position. Such person need not be a resident of the Town at the time of appointment but shall be a resident during the term of office starting not later than one year unless the residency requirement is waived by the Town Council following appointment.

(b) The Town Manager shall devote full time to the duties of the office.

(c) The Town Manager shall be responsible to the Council for the efficient operation of Town Administration, for acting in conformity with policies Section 4.1 Section 4.2 :1 established by the Board with respect to budget and other matters, and for the proper implementation of legislation adopted by the Town pursuant to Article II. The Town Manager shall have all the powers, rights and duties delegated by the Council or as are commonly associated with the office of chief administrative officer of a local government unit.

(d) In particular, the Town Manager:

(1) shall supervise, direct and be responsible for the efficient administration of all officers, boards, councils, commissions and committees appointed by the Town Manager, and all other Town functions for which the Town Manager is given responsibility by this Charter, Town bylaw, administrative code, or other legislation; and may issue administrative orders;

(2) shall have appointment powers as provided in Section 4.3;

(3) shall, with the assistance of the department heads, prepare and submit to the Council, all annual operating budgets and capital budgets, and any proposal for budget amendment; shall establish the schedules and procedures to be followed by all Town departments, boards, councils, commissions and committees in connection therewith and shall direct all phases of the budgetary process throughout each fiscal year;

(4) may be present at all meetings of the Council and may participate in all deliberations, without the right to vote;

- (5) shall, with the assistance of the Town department heads, ensure adequate inventory, care, construction and maintenance of all Town properties, owned or leased, and foster centralized purchasing including, if so requested, for the School Committee;
- (6) may require reports from and may examine the records, accounts and operations of any Town department, board, council commission or committee and shall recommend whatever actions or programs are deemed necessary or desirable for the Town, the welfare of its residents and of visitors to the Islands;
- (7) shall review, analyze and forecast trends of Town services and programs of all Town departments, boards, councils, commissions and committees and make reports and recommendations thereon to the Council;
- (8) shall negotiate and sign on behalf of the Town contracts and contract amendments for the Town and initiate contract terminations and enforcement actions, subject in each case to resolution of approval or disapproval of the Council, and including any Town employment (but not union) contracts, subject to the availability of funds;
- (9) shall have the authority, subject to resolution of approval or disapproval of the Council, to prosecute, defend and compromise, all litigation to which the Town is party. In the event that a board, council, commission or committee of the Town is a party defendant to litigation and the Town a party plaintiff, that board may vote to be represented by special counsel funded from the same appropriation as Town Counsel would otherwise be;
- (10) shall assure that all terms and conditions imposed in favor of the Town or its inhabitants in any statute, franchise or contract are faithfully kept and performed;
- (11) may order any Town Administration department head to undertake tasks for any other Town Administration department, on a temporary basis if deemed necessary for proper and efficient administration;
- (12) shall make recommendations to the Council of actions they might take for the improvement of the Town and for the welfare of its residents and Island visitors, also for provision of adequate working space and conditions of Town Administration and other Town agencies;
- (13) shall approve warrants for payment before such warrants are submitted to the Council
- (14) perform any other duties as may be required by this Charter, by Town bylaw or by majority vote of a quorum of the Council.

4-2-7 Town Manager Appointments

- (a) shall appoint the heads of all Town Administration departments (other than any elected heads), subject to resolution of disapproval by the Council;
- (b) shall appoint members of Town boards, councils, commissions and committees, but only to the extent that the power of appointment of the Council under Section 3.4 of this Charter to make such appointments is delegated by the Council to the Town Manager and then subject to resolution of disapproval by the Council;
- (c) may, at the Manager's discretion and for cause, remove, suspend or otherwise discipline any appointee of the Manager, subject, however, to any grievance procedure as may be established by Town bylaw, rule or regulation or any applicable union contract provisions; and
- (d) may, if the Council creates the office of Assistant Town Manager, appoint and, subject to the limitations set out in the Charter, remove, suspend or otherwise discipline

the Assistant Town Manager. Such Assistant Town Manager shall serve as acting Town Manager during the temporary absence or disability of the Town Manager

4-2-8 Town Administration Departments

(a) The Town Administration shall include all existing town departments provided however that nothing in this charter mandates the continued existence or organization of any such Town Administration Department or continuance of a department name or function.

(b) The Town Administration shall not include the Airport, School, Regional Planning Authority and Water Departments.

(c) In addition to the foregoing, the following boards, commissions and agencies shall be hereby classified as town administration departments:

- Board of Appeals
- Conservation Commission
- Council on Aging
- Council for Human Services
- Historic District Commission
- Planning Board
- Park & Recreation Commission
- Shellfish & Harbor Advisory Board

All town employees in the employ of these boards, and commissions, and agencies as staff, assistants and the like shall, on the effective date of this amendment, come under the appointment, removal or other authority of the Town Manager in accordance with the Charter; provided, however, that the method of appointment or election of members of such boards and commissions (which boards and commissions shall be "Department Head" within the meaning of the Charter of the Town for each of their respective jurisdictions) shall not be changed by this amendment.

4-2-9 Department Head Responsibilities

The heads of Town Administration departments shall be responsible to the Town Manager for the efficient operation of their respective departments and for the proper implementation of the laws and regulations of the Commonwealth and of Town bylaws applicable to their departmental functions.

4-2-10 Department Personnel

With authorization of the Town Manager and subject to availability of budgeted funds, the heads of Town Administration departments shall appoint and hire the personnel of their respective departments. With authorization of the Town Manager, the department heads may remove, suspend or otherwise discipline such personnel, subject, however, to any grievance procedures as may be established by Town bylaw, rule or regulation or any applicable union contract provisions.

4-2-11 Town Clerk

The Town Clerk shall be elected and shall have such duties and powers as are provided by General Law, including the power to appoint an Assistant Town Clerk.

4-2-12 Town Boards not within Town Administration

The Town Manager shall not exercise any control over the discretionary power vested by the laws of the Commonwealth in any Town board, council, commission, or committee not within Town Administration.

4-2-13 Staff or Boards not within Town Administration

Each Town board, council, commission or committee not within the Town Administration shall have the power to appoint its respective staff personnel, subject to availability of budgeted funds and (except staff of the School Committee) subject to prior written notification to the Town Manager. Such staff personnel shall be responsive to the Town Manager only in matters of the Town's general administrative procedures but not as to substantive decisions entrusted to such board, council, commission or committee. With prior written notification to the Town Manager, such boards may remove, suspend or otherwise discipline their staff personnel, subject, however, to any grievance procedures as may be established by Town bylaw, rule or regulation or any applicable union contract provisions.

Section 3 Removal of the Town Manager

4-3-1 Final removal of any Town Manager shall be effected by a super majority vote (75%) of the full Town Council at an open Council meeting.

Section 4 Acting Town Manager

4-4-1 The Town Manager may designate a qualified person to serve as Acting Town Manager and to perform the duties of the office for up to 21 days on account of the temporary absence or unavailability of the Town Manager.

4-4-2 The Town Council may designate a qualified person to serve as Acting Town Manager and to perform the duties of the office during the period of any vacancy caused by the Manager's absence, or unavailability for more than 21 days, or because of the illness, suspension, removal or resignation of the Town Manager. The appointment shall be for not more than 180 days, but such appointment may be extended for 2 additional 90-day periods by vote of the Council.

ARTICLE FIVE TOWN ELECTIONS

Section 1 Annual Town Election

5-1-1 The regular election for all Town offices and Town Council members shall be by official ballot held on the first Tuesday following the first Monday in November of each odd numbered year. All elections of Town officers and Town Council members shall be nonpartisan, and all election ballots shall be printed without any party mark or other political emblem.

5-1-2 The order of candidate names on the official ballot shall be such that incumbents are listed first, followed by other candidates in alphabetical order.

5-1-3 Any person elected to any office, board or Council shall take up the duties thereof immediately upon taking the oath or affirmation of office.

5-1-4 Except as otherwise provided by this Charter, the provisions of general law with respect to nominations and elections to Town offices shall apply.

5-1-5 The nomination of candidates for election and reelection as Town Council members shall be made by nomination papers filed with the Town Clerk no later than the last day on which nomination papers of candidates for other Town offices must be filed. For the office of Town Councilor, such papers shall be signed by at least one hundred (100) qualified voters of the Town. Nomination papers shall not be valid for any candidate whose written acceptance is not attached thereto when filed.

Section 2 Initiative

5-2-1 The voters of the Town shall have the power to propose and act upon any legislative matter falling within the authority of the Town Council so to act, except emergency measures as provided in Sections 2-6-3 and 6-8-1 of this Charter.

5-2-2 Initiative legislation may be proposed by submission to the Town Clerk of a petition signed by the qualified voters of the Town equal in number to not fewer than five percent (5%) of those registered at the last regular Town election. Each copy of the petition shall clearly state the question or questions to be voted on.

5-2-3 If, within seven days following receipt of the petition the Town Clerk shall determine it to contain a sufficient number of valid signatures, provision shall be made for a special initiative election to be conducted within thirty-five (35) days thereafter for the sole purpose of voting on the petitioned question or questions.

5-2-4 Each question to be voted on the special initiative election shall be in the same form and language as stated on the initiative petition.

5-2-5 No special initiative election shall be valid unless at least twenty-five percent (25%) of the qualified voters of the Town shall cast a ballot on each question submitted.

Section 3 Referendum

5-3-1 No bylaw, order or other measure adopted by the Town Council, except a vote: (a) to appropriate a sum of money less than fifty thousand dollars (\$50,000.00) or (b) to enact an emergency measure as detailed in Sections 2-6-3 and 6-8-1 of this Charter, shall become operative until the expiration of fourteen (14) days following the Council's final vote thereon.

5-3-2 If within such fourteen-day period a petition signed by the qualified voters of the Town equal in number to not fewer than five percent (5%) of those registered at the last regular Town election is filed with the Town Clerk, asking that any question involved in

such a vote be submitted to the voters, then a referendum shall be held for the sole purpose of presenting the question or questions to the voters of the Town.

5-3-3 If, within seven days following receipt of the petition the Town Clerk shall determine it to contain a sufficient number of valid signatures, provision shall be made for a referendum to be held within thirty-five (35) days thereafter.

5-3-4 Each question to be voted on in the referendum shall be submitted to the voters in the same form and language as when finally voted on by the Town Council.

5-3-5 All procedures for voting upon referendum questions shall be in the same manner as provided by general law for the conduct of Town elections.

5-3-6 No referendum against any action of the Town Council shall be valid unless at least twenty-five percent (25%) of the qualified voters of the Town shall cast a ballot on each question submitted.

Section 4 Recall of Elective Officers

5-4-1 Any elective officer of the Town may be recalled and removed from office by the voters as herein provided. Any voter may file with the Town Clerk a petition containing the name and title of the elective officer whose removal is sought. For all at-large/all district elective officers such a petition shall be signed by the qualified voters of the Town equal in number to at least five percent (5%) of those registered at the last regular Town election. For a district representative that five percent (5%) shall be of qualified voters within that district only. Such a recall petition must be filed within fourteen (14) days following its initial date of issuance.

5-4-2 If within seven (7) days following receipt of the petition, the Town Clerk shall determine it to contain a sufficient number of valid signatures, provisions shall be made for a recall election to be held within sixty (60) days but not sooner than forty-five (45) days thereafter, provided that no such election shall take place if the regular Town election or another special election shall be held within ninety (90) days. All procedures for voting upon the recall question and filling any vacancy caused by the recall of an officer shall be in the same manner as provided by general law for the conduct of Town elections.

5-4-3 Any officer sought to be removed may be a candidate to succeed to the same office, and unless the officer requests otherwise in writing, the Town Clerk shall place the name of the officer on the ballot without nomination. The nomination of other candidates, the publication of the warrant for the removal election, and the conduct of the same, shall all be in accordance with the provisions of law relating to elections. Ballots used in a recall election shall ask if the officer sought to be recalled shall be recalled; and shall provide for the names of candidates seeking the office of the officer recalled.

5-4-4 If the votes cast upon the question of recall are in the affirmative, the candidate receiving the highest number of votes shall be declared elected provided that at least twenty-five percent (25%) of all those qualified to vote shall have voted.

ARTICLE SIX FINANCIAL PROVISIONS AND PROCEDURES

Section 1 Applicability of General Law

6-1-1 In all matters concerning finances and financial procedures of the Town, the provisions of general law shall apply, together with such other requirements as are provided by this Charter and bylaw.

Section 2 Finance Committee

6-2-1 A Finance Committee of 9 members shall be appointed by the Town Council for staggered 3-year terms. The Finance Committee shall elect from its membership for one-year terms of office, a Chair, a Vice-Chair, and a Clerk. The Town Comptroller and the Town Treasurer-Collector shall have ex-officio membership, without voting rights, on the Committee. No elected or appointed Town officer, or compensated Town employee who serves in more than part-time employment, shall serve on the Committee. Committee members shall serve without compensation.

6-2-2 For its initial appointment of a Finance Committee, the Town Council shall appoint 3 members for 3-year terms, 3 members for 2- year terms and 3 members for 1- year terms and thereafter the Town Council shall annually appoint 3 members for 1-year terms. Vacancies on the Finance Committee shall be filled promptly by the Council for the unexpired term.

6-2-3 The Finance Committee shall carry out its duties in accordance with the provisions of general law, this Charter and bylaw, and it shall have regular and free access and inspection rights to all books and accounts of any Town department or office. The Committee shall carefully examine all budget and appropriations proposals and shall issue its recommendations thereon prior to consideration, debate and vote by the Town Council.

Section 3 Submission of Budget and Budget Message

6-3-1 Within the period provided by general law, the Town Manager shall submit to the Town Council and file copies with the Finance Committee a proposed budget for the ensuing fiscal year with an accompanying budget message and support documents.

Section 4 Budget Message

6-4-1 The budget message shall explain the budget for all Town agencies in both fiscal and programmatic terms. It shall: (a) outline proposed financial policies of the Town for

the ensuing fiscal year; (b) describe important features of the budget; (c) indicate any major variations from the current year in financial policies, expenditures and revenues, together with the reasons of such variations; (d) summarize the Town's debt position; and (e) include such other materials as the Town Manager may deem desirable or the Finance Committee may require.

Section 5 Budget Proposal

6-5-1 The proposed budget shall provide a complete financial plan for all Town funds and activities, including the proposed School Department budget for the ensuing year. Except for the school budget or as may be required by law, the proposed budget shall be in such form as the Town Manager deems desirable.

6-5-2 In submitting the proposed budget, the Town Manager shall utilize modern fiscal principles so as to afford maximum information and financial control. The budget shall detail all estimated revenue from the property tax levy and other sources and all proposed expenditures, including debt service for the previous, current and ensuing years, and shall indicate separately proposed expenditures for both current operations and capital projects during the ensuing year, detailed by department, purpose and position, together with proposed financing methods.

Section 6 Action on the Proposed Budget

6-6-1 The Town Council shall conduct at least two (2) public hearings on the Town Manager's proposed budget, and it shall publish, in one (1) or more newspapers of general circulation in the Town, a general summary of the budget and a notice stating: (a) the times and places where copies of the budget shall be available for inspection, and (b) the dates, times and places, not less than fourteen (14) days after such publication, when the public hearings on the budget proposal shall be conducted. The Finance Committee shall issue printed recommendations and make copies available at the time of the public hearings.

6-6-2 The Town Council shall adopt the budget, with or without amendments, prior to the close of the current fiscal year. Adoption of the budget shall constitute appropriation of the amounts specified therein.

Section 7 Capital Improvements Program

6-7-1 The Town Manager shall submit to the Town Council and file copies with the Finance Committee of a 5-year capital improvements program, which shall include: (a) a clear summary of its contents; (b) a list of all capital improvements proposed to be undertaken during the next 5 fiscal years, together with supporting data; (c) cost estimates, method of financing and recommended time schedules; and (d) the estimated annual cost of operating and maintaining any facility to be constructed or acquired.

6-7-2 Information requirements described above may be revised and extended annually with respect to capital improvements in the process of construction or acquisition. A capital improvement shall be defined by the Finance Committee, in consultation with the Town Manager and other Town officials, such definition to be changed from time to time as necessary to reflect current economic conditions.

Section 8 Emergency Appropriations

6-8-1 The Town Council shall have the power to enact emergency appropriations orders to meet a public emergency affecting life, health, property or the public peace. Any such emergency order shall be so declared in an emergency preamble thereto, separately voted on and receiving the affirmative vote of at least two-thirds (2/3) of the full Council membership.

ARTICLE SEVEN GENERAL PROVISIONS

Section 1 Charter Amendment

7-1-1 This Charter may be replaced, revised or amended in accordance with the provisions of the Constitution of the Commonwealth and general law.

Section 2 Specific Provisions to Prevail

7-2-1 To the extent that any specific provision of this Charter shall conflict with any general provision thereof, the specific provision shall prevail.

Section 3 Severability of Charter

7-3-1 The provisions of this Charter are severable. If any provision of this Charter is held invalid, the remaining Charter provisions shall not be affected thereby. If the application of the Charter or any of its provisions to any person or circumstance is held invalid, the application of this Charter and its provisions to other persons and circumstances shall not be affected thereby.

Section 4 Town Boards, Commissions and Committees

7-4-1 All boards, commissions and committees of the Town shall organize annually and elect a Chair and other necessary officers, establish a majority quorum requirement for meetings, adopt rules of procedure and voting and maintain minutes of its proceedings, copies of which shall be a public record signed by the Clerk of each board and filed regularly with the Town Clerk. All such boards shall conduct their meetings in accordance with the open meeting provisions of general law.

Section 5 Counting of Days

7-5-1 In counting days under this Charter, every calendar day shall be counted, including Sundays and all holidays.

Section 6 Phasing of Terms

7-6-1 Elections and appointments to boards, commissions and committees consisting of more than (1) member and terms of office greater than one (1) year shall be made so that terms overlap. Terms of an equal, or as nearly equal as may be, number of board, commission or committee members shall expire each year

ARTICLE EIGHT TRANSITIONAL PROVISIONS

Section 1. Effective Date

8-1-1 (Reserved)

Section 2 Continuation of Existing Laws

8-2-1 All bylaws, resolutions, rules, regulations and votes of the Town Council which are in force at the time this Charter is adopted, not inconsistent with the provisions of this Charter, shall continue in full force until amended or repealed.

Where provisions of this Charter conflict with provisions of Town bylaws, rules, regulations, orders, and special acts and acceptances of general law, the Charter provisions shall govern. All provisions of Town bylaws, rules, regulations, orders and special acts not superseded by this Charter shall remain in force.

Section 3 Existing Officials and Employees

8-3-1 Any person holding a Town office or employment under the Town shall retain such office or employment and shall continue to perform the duties of the office until provisions shall have been made in accordance with this Charter for the performance of the said duties by another person or agency. No person in the permanent full-time service or employment of the Town shall forfeit pay grade or time in service.

Section 4 Continuation of Government

8-4-1 All Town officers, boards, commissions or agencies shall continue to perform their duties until reappointed or re-elected, or until successors to their respective positions are fully appointed or elected or until their duties have been transferred or assumed by another town office, board, commission or agency.

(Jeffrey Carlson, et al)

ARTICLE

(Home Rule Petition: Use of Community Preservation Act (CPA) Funds for Community and Attainable Housing at or below 240% Area Median Income

To see if the Town will vote to authorize the Select Board to petition the General Court to introduce special legislation authorizing the use of Community Preservation Funds for both Community and Attainable Housing for households whose annual income is less than two hundred forty percent (240%) of the area wide median income, provided however, that the General Court may with the approval of the Select Board, make constructive changes in language as may be necessary or advisable towards perfecting the intent of this legislation in order to secure passage, as follows:

AN ACT FACILITATING THE APPROPRIATION AND EXPENDITURE OF COMMUNITY PRESERVATION FUNDS FOR COMMUNITY AND ATTAINABLE HOUSING PURPOSES IN THE TOWN OF NANTUCKET

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

SECTION 1. Notwithstanding the definition of “Low income housing” as being housing for those persons and families whose annual income is less than eighty percent (80%) of the area wide median income set forth in the eleventh paragraph of section 2 of chapter 44B of the Massachusetts General Laws, and the definition of “Moderate income housing” as being housing for those persons and families whose annual income is less than one hundred percent (100%) of the area wide median income set forth in the fourteenth paragraph of section 2 of chapter 44B, and the definition of “Community housing” as being housing for low and moderate income individuals and families set forth in the fourth paragraph of section 2 of chapter 44B the Town of Nantucket, upon recommendation of its community preservation committee, may appropriate and expend community preservation funds for the purpose of community housing and attainable housing for those persons and families whose annual income is less than or equal to two hundred forty percent (240%) of the area wide median income

SECTION 2. This act shall take effect upon passage.

Or to take any other action related thereto.

(Select Board for Affordable Housing Trust)

ARTICLE 76

(Home Rule Petition: Community Housing Bank Real Estate Transfer Fee)

To see if the Town will vote to request its representatives in the General Court to introduce legislation seeking a special act the text of which is set forth below and to authorize the General Court, with the approval of the Select Board, to make constructive changes in the text thereto as may be necessary or advisable in order to accomplish the intent of this legislation in order to secure passage; or to take any other action related thereto.

An Act Authorizing the Town of Nantucket to Impose a Real Estate Transfer Fee for Affordable and Workforce Housing and Related Capital Improvements

SECTION 1. For purposes of this act, the words and phrases set forth in this section shall have the following meanings:

"Affordable Housing Restriction" is a recorded instrument held by a qualified holder which encumbers and/or restricts a real property interest so that the real property interest is perpetually or for a term of at least thirty (30) years limited to use as a residence occupied by a low or moderate income household which earns less than a specified income level, the upper limit of which may not exceed two hundred forty percent (240%) of the Nantucket median income. A "qualified holder" is a governmental body or charitable corporation or trust which qualifies under the terms of chapter one hundred eight-four of the General Laws ("Chapter 184") to hold an affordable housing restriction. Without limiting the generality of the foregoing, "Affordable Housing Restriction" includes but is not limited to any instrument which conforms to the requirements of (i) a Nantucket Housing Needs Covenant as described in Chapter 301 of the Acts of 2002 and defined in the Town of Nantucket Code.

"Housing and Community Development Fund", shall refer to a discrete fund or account, established by the county treasurer of the Nantucket County under the provisions of this act.

"Eligible Applicants", shall refer to non-profit and for-profit corporations and organizations, individuals, and public entities.

"Purchaser", shall refer to the transferee, grantee or recipient of any real property interest.

"Purchase price", all consideration paid or transferred by or on behalf of a purchaser to a seller or his nominee, or for his benefit, for the transfer of any real property interest, and shall include, but not be limited to, all cash or its equivalent so paid or transferred; all cash or other property paid or transferred by or on behalf of the purchaser to discharge or reduce any obligation of the seller; the principal amount of all notes or their equivalent, or other deferred payments, given or promised to be given by or on behalf of the purchaser to the seller or his nominee; the outstanding balance of all obligations of the seller which are assumed by the purchaser or to which the real property interest transferred remains subject after the transfer, determined at the time of transfer, but excluding real estate taxes and other municipal liens or assessments which are not overdue at the time of transfer; the fair market value, at the time of transfer, of any other consideration or thing of value paid or transferred by or on behalf of the purchaser, including, but not limited to, any property, goods or services paid, transferred or rendered in exchange for such real property interest.

"Real property interest", shall refer to any present or future legal or equitable interest in or to real property, and any beneficial interest therein, including the interest of any beneficiary in a trust which holds any legal or equitable interest in real property, the interest of a partner or member in a partnership or limited liability company, the interest of a stockholder in a corporation, the interest of a holder of an option to purchase real property, the interest of a buyer or seller under a contract for purchase and sale of real property, and the transferable development rights created under chapter one hundred

eighty-three A of the General Laws; but shall not include any interest which is limited to any of the following: the dominant estate in any easement or right of way; the right to enforce any restriction; any estate at will or at sufferance; any estate for years having a term of less than 30 years; any reversionary right, condition, or right of entry for condition broken; and the interest of a mortgagee or other secured party in any mortgage or security agreement.

"Seller", shall refer to the transferor, grantor or immediate former owner of any real property interest.

"Time of transfer" of any real property interest shall mean the time at which such transfer is legally effective as between the parties thereto, and, in any event, with respect to a transfer evidenced by an instrument recorded with the appropriate registry of deeds or filed with the assistant recorder of the appropriate registry district, not later than the time of such recording or filing.

"Town" shall refer to the Town of Nantucket acting by and through the Select Board.

SECTION 2. There is hereby imposed a fee equal to one half per cent ($\frac{1}{2}\%$) of the purchase price upon the transfer of any real property interest in any real property situated in Nantucket County. Said fee shall be the liability of the seller of such real property interest, and any agreement between the purchaser and the seller or any other person with reference to the allocation of the responsibility for bearing said fee shall not affect such liability of the seller. The fee shall be paid to the Town of Nantucket, or its designee, and shall be accompanied by a copy of the deed or other instrument evidencing such transfer, if any, and an affidavit signed under oath or under the pains and penalties of perjury by the purchaser or his legal representative and the seller or his legal representative, attesting to the true and complete purchase price and the basis, if any, upon which the transfer is claimed to be exempt in whole or in part from the fee imposed hereby. The Town, or its designee, shall promptly thereafter execute and issue a certificate indicating that the appropriate fee has been paid or that the transfer is exempt from the fee, stating the basis for the exemption. The register of deeds for Nantucket County, and the assistant recorder for the registry district of Nantucket County, shall not record or register, or receive or accept for recording or registration, any deed, except a mortgage deed, to which has not been affixed such a certificate executed by the Town or its designee. Failure to comply with this requirement shall not affect the validity of any instrument. The Town shall deposit all fees received hereunder with the Town treasurer. The treasurer shall deposit such fees in the Affordable Housing Trust Fund. The fee imposed hereunder shall be due simultaneously with the time of transfer of the transfer upon which it is imposed. Notwithstanding the foregoing, whenever there is a conveyance of real property interests and a conveyance of personalty related thereto at or about the same time, the allocations of payments between real estate and personalty agreed to by the purchaser and seller shall not determine the amount of the fee due pursuant to this section; instead, the Town may require payment of the fee referred to in real property interests so conveyed as determined by the Town.

SECTION 3. At any time within seven days following the issuance of the certificate of payment of the fee imposed by section two, the seller or his legal representative may return said certificate to the Town or its designee for cancellation, together with an

affidavit signed under oath or under the pains and penalties of perjury that the transfer, with respect to which such certificate was issued, has not been consummated, and thereupon the fee paid with respect to such transfer shall be forthwith returned to the seller or his legal representative.

SECTION 4. The following transfers of real property interests shall be exempt from the fee established by section 10. Except as otherwise provided, the seller shall have the burden of proof that any transfer is exempt under this section and any otherwise exempt transfer shall not be exempt in the event that such transfer (by itself or as part of a series of transfers) was made for the primary purpose of evading the fee imposed by section 10.

(a) Transfers to the government of the United States, the commonwealth, and any of their instrumentalities, agencies or subdivisions, including but not limited to transfers to the Town of Nantucket, the County of Nantucket.

(b) Transfers which, without additional consideration, confirm, correct, modify or supplement a transfer previously made.

(c) Transfers made as gifts without consideration. In any proceedings to determine the amount of any fee due hereunder, it shall be presumed that any transfer for consideration of less than fair market value of the real property interest transferred was made as a gift without consideration to the extent of the difference between the fair market value of the real property interest transferred and the amount of consideration claimed by the seller to have been paid or transferred, if the purchaser shall have been at the time of transfer the spouse, the lineal descendant, or the lineal ancestor of the seller, by blood or adoption, and otherwise it shall be presumed that consideration was paid in an amount equal to the fair market value of the real property interest transferred, at the time of transfer.

(d) Transfer to the trustees of a trust in exchange for a beneficial interest received by the purchaser in such trust; distributions by the trustees of a trust to the beneficiaries of such trust.

(e) Transfers by operation of law without actual consideration, including but not limited to transfers occurring by virtue of the death or bankruptcy of the owner of a real property interest.

(f) Transfers made in partition of land and improvements thereto, under chapter two hundred and forty-one of the General Laws.

(g) Transfers to any charitable organization as defined in clause Third of section five of chapter fifty-nine of the General Laws, or any religious organization, provided that the real property interest so transferred will be held by the charitable or religious organization solely for its public charitable or religious purposes.

(h) Transfers to a mortgagee in foreclosure of the mortgage held by such mortgagee, and transfers of the property subject to a mortgage to the mortgagee in consideration of the forbearance of the mortgagee from foreclosing said mortgage.

(i) Transfers made to a corporation or partnership or limited liability company at the time of its formation, pursuant to which transfer no gain or loss is recognized under the provisions of section three hundred and fifty-one or seven hundred and twenty-one of the Internal Revenue Code of 1986, as amended; provided, however, that such transfer shall be exempt only in the event that (1) with respect to a corporation, the transferor retains an interest in the newly formed corporation which is equivalent to the interest the

transferor held prior to the transfer, or (2) with respect to a partnership or limited liability company, the transferor retains after such formation rights in capital interests and profit interests within such partnership or limited liability company which are equivalent to the interest the transferor held prior to the transfer.

(j) Transfers made to a stockholder of a corporation in liquidation or partial liquidation of the corporation, and transfers made to a partner of a partnership or to a member of a limited liability company in dissolution or partial dissolution of the partnership or limited liability company; but the transfer shall be exempt only if (i) with respect to a corporation, the transferee receives property (including real property interests and other property received) which is the same fraction of the total property of the transferor corporation as the fraction of the corporation's stock owned by the transferee prior to the transfer or (ii) with respect to a partnership or limited liability company, the transferee receives property (including real property interests and other property received) which is the same fraction of the property of the partnership or limited liability company as the fraction of the capital and profit interests in the transferor formerly owned by the transferee.

(k) Transfers consisting of the division of marital assets under the provisions of section thirty-four of chapter two hundred and eight of the General Laws or other provisions of law.

(l) Transfers of property consisting in part of real property interests situated in Nantucket County and in part of other property interests, to the extent that the property transferred consists of property other than real property situated in Nantucket County; provided that the purchaser shall furnish the Town with such information as it shall require or request in support of the claim of exemption and manner of allocation of the consideration for such transfers.

(m) The first \$2 million of the sale price of any transfer or series of transfers of real property interests in a single transaction. Said exemption may be adjusted as determined annually by the affirmative vote of two-thirds of voters at an annual or special town meeting.

(n) Transfers of minority interests in corporations, trusts, partnerships or limited liability companies which are publicly traded, which trades are not part of a series of transfers which together constitute a transfer of control of a corporation, trust, partnership or limited liability company.

SECTION 5. (a) The Town treasurer shall keep a full and accurate account stating when, from or to whom, and on what account money has been paid or received relative to the activities of the Trust Fund and the Housing Fund. Said account shall be subject to examination by the director of accounts or his agent pursuant to section forty-four of chapter thirty-five of the General Laws.

(b) Schedules of beneficiaries of trusts, list of stockholders of corporations and lists of partnerships filed with the Trust Fund for the purpose of determining or fixing the amount of the fee imposed under section ten or for the purpose of determining the existence of any exemption under section twelve shall not be public records for the purposes of section ten of chapter sixty-six of the General Laws.

SECTION 6. A seller who fails to pay all or any portion of the fee established by section two on or before the time when the same is due shall be liable for the following additional payments in addition to said fee:

(a) Interest: The seller shall pay interest on the unpaid amount of the fee to be calculated from the time of transfer at a rate equal to fourteen per cent per annum.

(b) Penalties: Any person who, without fraud or willful intent to defeat or evade a fee imposed by this chapter, fails to pay all or a portion of the fee within thirty days after the time of transfer, shall pay a penalty equal to five per cent of the outstanding fee as determined by the Town for each month or portion thereof thereafter that the fee is not paid in full; provided, however, that in no event shall the amount of any penalty imposed hereunder exceed twenty-five per cent of the unpaid fee due at the time of transfer. Whenever the Town determines that all or a portion of a fee due under this chapter was unpaid due to fraud with intent to defeat or evade the fee imposed by this chapter, a penalty equal to the amount of said fee as determined by the Town shall be paid by the seller in addition to said fee.

SECTION 7. (a) The Town shall notify the purchaser and the seller by registered or certified mail of any failure to discharge in full the amount of the fee due under this Act and any penalty or interest assessed. The Town shall grant a hearing on the matter of the imposition of said fee, or of any penalty or interest assessed, if a petition requesting such hearing is received by the Town within thirty days after the mailing of said notice. The Town shall notify the purchaser and the seller in writing by registered or certified mail of its determination concerning the deficiency, penalty or interest within fifteen days after said hearing. Any party aggrieved by a determination of the Town concerning a deficiency, penalty or interest may, after payment of said deficiency, appeal to the district or superior court within three months after the mailing of notification of the determination of the Town. Upon the failure to timely petition for a hearing, or appeal to said courts, within the time limits hereby established, the purchaser and seller shall be bound by the terms of the notification, assessment or determination, as the case may be, and shall be barred from contesting the fee, and any interest and penalty, as determined by the Town. All decisions of said courts shall be appealable. Every notice to be given under this section by the Town shall be effective if mailed by certified or registered mail to the purchaser or the seller at the address stated in a recorded or registered instrument by virtue of which the purchaser holds any interest in land, the transfer of which gives rise to the fee which is the subject of such notice; and if no such address is stated or if such transfer is not evidenced by an instrument recorded or registered in the public records in Nantucket County, such notice shall be effective when so mailed to the purchaser or seller in care of any person appearing of record to have a fee interest in such land, at the address of such person as set forth in an instrument recorded or registered in Nantucket County.

(b) All fees, penalties and interest required to be paid pursuant to this chapter shall constitute a personal debt of the seller and may be recovered in an action of contract or in any other appropriate action, suit or proceeding brought by the Town; said action, suit or proceeding shall be subject to the provisions of chapter two hundred and sixty of the General Laws.

(c) If any seller liable to pay the fee established by this act neglects or refuses to pay the same, the amount, including any interest and penalty thereon, shall be a lien in favor

of the Town upon all property and rights to property, whether real or personal, belonging to either such purchaser or such seller. Said lien shall arise at the time of transfer and shall continue until the liability for such amount is satisfied. Said lien shall in any event terminate not later than six years following the time of transfer. Said lien shall not be valid as against any mortgagee, pledgee, purchaser or judgment creditor unless notice thereof has been filed by the Town (i) with respect to real property or fixtures, in the registry of deeds for Nantucket County, or (ii) with respect to personal property, in the office in which a security or financing statement or notice with respect to the property would be filed in order to perfect a nonpossessory security interest belonging to the person named in the relevant notice, subject to the same limitations as set forth in section fifty of chapter sixty-two C of the General Laws.

(d) Sellers applying for an exemption under subsections (a) through (n) of section four shall be required at the time of application for exemption to execute an agreement legally binding on sellers and separately legally binding upon any Legal Representative of the sellers (1) assuming complete liability for any fee, plus interest and penalties if any, waived on account of an allowed exemption subsequently determined to have been invalid, and (2) submitting to the jurisdiction of the trial court of the commonwealth sitting in Nantucket County. Fees, plus interest and penalties if any, shall be calculated as of the date of the initial property transfer. Execution of the above-described agreement shall not be required of any mortgagee, pledge, purchaser or judgment creditor unless notice of the agreement has been recorded or filed by the Town.

In any case where there has been a refusal or neglect to pay any fee, interest or penalties imposed by this act, whether or not levy has been made, the Town, in addition to other modes of relief, may direct a civil action to be filed in a district or superior court of the commonwealth to enforce the lien of the Town under this section with respect to such liability or to subject any property of whatever nature, of the delinquent, or in which he has any right, title or interest, to the payment of such liability. The Town may issue a waiver or release of any lien imposed by this section. Such waiver or release shall be conclusive evidence that the lien upon the property covered by the waiver or release is extinguished.

SECTION 8. The fee described in section 2 shall be of a ten-year duration from the date this act shall take effect. This fee may continue for five-year periods by a majority vote at a Town Meeting authorizing the fee. The fee described by section 2 may be (1) decreased, or (2) eliminated by two-thirds vote of Town Meeting. In the event that Town Meeting votes to eliminate the fee, the balance of any fees previously collected shall be transferred to the Town of Nantucket and held by the treasurer in a separate account, and shall first be used to satisfy any outstanding liabilities or obligations incurred by the Town of Nantucket or the Affordable Housing Trust as a result of imposition of the fee, and the remainder may be expended without further appropriation by the Select Board for affordable housing purposes. In the event that the liabilities and obligations of the Town of Nantucket or the Affordable Housing Trust exceed the amounts transferred to the Town, the fee shall remain in full force and effect until such liabilities and obligations have been satisfied.

SECTION 9. The provisions of this act are severable, and if any provision hereof, including without limitation any exemption from the fee imposed hereby, shall be held invalid in any circumstances such invalidity shall not affect any other provisions or circumstances. This act shall be construed in all respects so as to meet all constitutional requirements. In carrying out the purposes and provisions of this act, all steps shall be taken which are necessary to meet constitutional requirements whether or not such steps are required by statute.

SECTION 10. If the Town has determined that a fee is due by asserting the application of the evasion of fee doctrine described in section 2 then the seller shall have the burden of demonstrating by clear and convincing evidence as determined by the Town that the transfer, or series of transfers, possessed both: (i) a valid, good faith business purpose other than avoidance of the fee set forth in section 2 and (ii) economic substance apart from the asserted fee avoidance benefit. In all such cases, the transferee shall also have the burden of demonstrating by clear and convincing evidence as determined by the Town that the asserted non-fee-avoidance business purpose is commensurate with the amount of the fee pursuant to section 2 to be thereby avoided.

SECTION 11. Pursuant to state enabling legislation pending with the General Court for the adoption of an act providing cities and towns the option to support affordable housing with a fee on certain real estate transactions, the legislative body of a city or town by a majority vote may adopt said act upon the passage of said act by the Senate and the House of Representatives of the General Court, and furthermore, a favorable majority vote of this Article by this Town Meeting is also deemed to be a vote by Town Meeting to adopt said act providing cities and towns the option to support affordable housing with a fee on certain real estate transactions, provided the provisions contained herein are consistent with the provisions of said act.

SECTION 12. This act shall take effect ninety (90) days following the date of passage.

(Select Board)

NOTE: Versions of the above home rule petition have been approved as Article 82 of the 2016 Annual Town Meeting, Article 88 of the 2017 Annual Town Meeting, Article 70 of the 2018 Annual Town Meeting and Article 79 of the 2019 Annual Town Meeting; Article 76 of the 2022 Annual Town Meeting. Home rule petitions currently pending before the legislature, which were not acted upon by December 31, 2022, may expire unless renewed by a confirmatory town meeting vote.

ARTICLE

(Home Rule Petition: An Act Amending the Nantucket Sewer Act (Chapter 396 of the Acts of 2008))

To see if the Town will vote to request its representatives in the General Court to introduce special legislation, the text of which is set forth below, amending the Nantucket Sewer Act to allowing the Select Board, acting as the Nantucket Sewer Commission, to waive all or a portion of sewer connection fees for year-round residents of the Town, and to authorize the General Court, with the approval of the Select Board,

to make changes of form to the text thereto as may be necessary or advisable in order to accomplish the intent and public purpose of this legislation in order to secure passage:

An Act Amending Chapter 396 of the Acts of 2008

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same as follows:

Section 1. Chapter 396 of the Acts of 2008 is hereby amended by inserting a new section 8A as follows:

8A. Notwithstanding any provisions of Chapter 83 or any other provision of a general or special law, the Nantucket Sewer Commission is hereby authorized to adopt a regulation that allows said Sewer Commission to waive all or a portion of sewer connection fees for year-round residents who otherwise qualify for the resident tax exemption under section 5C of Chapter 59 of the General laws.

Section 2. This act shall take effect upon passage.

Or to take any other action relative thereto.

(Select Board)

NOTE: This home rule petition was approved as Article 77 of the 2022 Annual Town Meeting. Home rule petitions currently pending before the legislature, which were not acted upon by December 31, 2022, may expire unless renewed by a confirmatory town meeting vote.

ARTICLE

(Home Rule Petition: An Act Amending the Charter of the Town of Nantucket To Implement Certain Recommendations of the Town Government Study Committee)

To see if the Town will vote to request its representatives in the General Court to introduce special legislation, the text of which is set forth below, amending the charter for the Town of Nantucket, and to authorize the General Court, with the approval of the Select Board, to make changes of form to the text thereto as may be necessary or advisable in order to accomplish the intent and public purpose of this legislation in order to secure passage (*NOTE: new language is shown as highlighted text, language to be deleted is shown by strikeout; these methods to denote changes are not meant to become part of the final text*):

Article II, Section 2.2 - Town Moderator

The Moderator shall be elected for a term of ~~one year~~ **three years** and shall have all the powers and duties given to moderators under the Constitution and the laws of the Commonwealth, and such additional powers and duties as are authorized by this Charter.

Article II, Section 2.4 - Clerk of the Meeting

The Town Clerk shall serve as Clerk of the Town Meeting. In advance of each Town Meeting, the Town Clerk shall by written notice to the Moderator appoint an Alternate Clerk of the Meeting who shall, during such Town Meeting, serve in the event of absence or disability of the Clerk of the Meeting. If an Alternate Clerk of the Meeting is not appointed or is unable so to serve, the Moderator shall appoint a clerk, who shall be a registered voter of the town.

Article II, Section 2.5 - Town Meeting Warrant

...

(b) The Select Board shall publish notice of the issuance of the warrant of each town meeting in a newspaper of general circulation within the town promptly after the issuance of the warrant and make a copy of the warrant available on the town website. After such publication, the Finance Committee shall hold a public hearing on each article and vote its recommendations. For articles that do not call for the Town to raise and appropriate, transfer or borrow sums of money, the Finance Committee may choose to make no recommendation.

(c) The Select Board shall publish the warrant with the recommendations of the Finance Committee by mailing a copy of such warrant to the address or postal box of each registered voter at least ~~seven~~ fourteen days prior to the Town Meeting.

(d) Notwithstanding any general or special law to the contrary, the Select Board shall insert in the warrant for the annual meeting all subjects the insertion of has been requested of them in writing by fifty or more registered voters of the town and in the warrant for every special town meeting all subjects the insertion of which has been requested of them in writing by one hundred registered voters.

Article II, Section 2.6 - Rights of Nonresident Property Owners

One spokesperson for the Town's nonresident property owners shall be allowed to speak at any annual or special Town Meeting on matters before the Meeting but only at such times during a Meeting as the Moderator may allow and in accordance with the rules of order. The Moderator, in his or her sole discretion, may permit additional nonresident property owners to speak at any annual or special Town Meeting on matters before the Meeting.

Article IV, Section 4.2 - Town Manager

...

(d) In particular, the Town Manager:

...

(14) shall approve and sign warrants for payment ~~before such warrants are submitted to~~

the Select Board; and

Article IV, Section 4.3 - Town Manager Appointments

The Town Manager:

(a) shall appoint the department heads of all Town Administration departments (other than any elected heads), subject to resolution of disapproval pursuant to Section 3.4(a)(4) by the Select Board;

...

Article V, Section 5.4 - Recall of Elected Officials

...

(c) If, within 21 days after the certification date, such recall petition forms signed by at least 20% of registered voters, as established by the Town Clerk as of March 1st of the previous year, with Town residence address shown are returned to the Town Clerk, the Clerk shall, within 14 days, certify the signatures of registered voters, to determine sufficiency of the petition.

(d) If sufficient the Town Clerk shall thereupon submit the petition with date of its certification to the Select Board which shall forthwith give written notice thereof to the officer sought to be recalled. If the officer does not resign within 75 days, the Select Board shall not less than 75 days after such certification date order a recall election to be held concurrently with the next annual election for Town officers not less than 75 days after such certification date. The recall election, once ordered, shall proceed, even if the office becomes vacant, in the same manner as for an annual Town election.

(e) The officer sought to be removed may seek renomination, may serve until expiration of the current term of office unless and until a successor is sooner elected, and may not be put twice to the recall process in the same term.

(f) Recall election ballots shall first submit the question:

For the recall of (name and title of officer)

Against the recall of (name and title of officer)

~~Article VI, Section 6.6 - Time of Taking Effect~~

~~This Charter shall take effect on July first next following ratification by the voters of the Town. All Town officers, boards, councils, commissions and committees shall continue to perform their duties until re-appointed or re-elected or until successors to their respective positions are fully appointed or elected or until their duties have been transferred and assumed by another.~~

~~Any person holding a Town office or employment under the Town shall continue to~~

~~retain such office or such employment and shall continue to perform the duties of the office or of the employment until such time as provisions shall have been made in accordance with this Charter for the performance of such duties by another person or agency. No person in the permanent, full time service or employment of the Town shall forfeit pay grade or time in service by reason solely of the adoption of this Charter. All such persons, unless removed in accordance with this Charter, shall be retained in an employment capacity as similar to their former employment capacity as is feasible.~~

~~SECTION 2. Continuance of the Charter Commission.~~

~~The Town and County Charter Commission elected April 4, 1995 pursuant to Chapter 328 of the Acts of 1992 shall continue to exist until thirty days after the enactment of this Act and any act that it may recommend in furtherance of a merger of the Town and County of Nantucket, provided that it shall submit a final report of its recommendations as to such a merger by December 31, 1998 and provided further that in no event shall such Commission continue beyond April 4, 2000.~~

~~SECTION 3. Ratification by the Voters.~~

~~On the official ballot to be used by the Town of Nantucket at the next annual election for Town officers at least two months after enactment of this Act by the General Court, the question shall be placed substantially as follows:~~

~~"Shall an act passed, by the General Court in the year 1996 entitled 'An Act providing for a Charter for the Town of Nantucket' be accepted?"~~

~~A summary of the Charter to be prepared by the Town and County Charter Commission shall accompany the ballot question described herein.~~

~~If the majority of the votes cast in answer to such question is in the affirmative, this Act shall take full effect but not otherwise.~~

~~Ratified April 8, 1997~~

~~The form of the Special Act shall be as follows:~~

AN ACT AMENDING THE CHARTER FOR THE TOWN OF NANTUCKET

SECTION 1. Section 2.2 of article II of the charter of the town of Nantucket, as established by chapter 289 of the acts of 1996, as amended, which is on file in the office of the archivist of the commonwealth, as provided in section 12 of chapter 43B of the General Laws, is hereby amended by striking out the words "one year" and inserting in place thereof the following words:- three years.

SECTION 2. Section 2.4 of said article II of said charter is hereby amended by inserting after the words "Moderator shall appoint a clerk" the following words:- , who shall be a registered voter of the town.

SECTION 3. Subsection (b) of section 2.5 of said article II of said charter is hereby amended by inserting after the words “after the issuance of the warrant” the following words:- and make a copy of the warrant available on the town website.

SECTION 4. Subsection (c) of said section 2.5 of said article II of said charter is hereby amended by striking out the word “seven” and inserting in place thereof the following word:- fourteen.

SECTION 5. Said section 2.5 of said article II of said charter is hereby amended by inserting after subsection (c) the following new subsection:- (d) Notwithstanding any general or special law to the contrary, the Select Board shall insert in the warrant for the annual meeting all subjects the insertion of which has been requested of them in writing by fifty or more registered voters of the town and in the warrant for every special town meeting all subjects the insertion of which has been requested of them in writing by one hundred registered voters.

SECTION 6. Section 2.6 of said article II of said charter is hereby amended by inserting at the end of said section the following words:- The Moderator, in his or her sole discretion, may permit additional nonresident property owners to speak at any annual or special Town Meeting on matters before the Meeting.

SECTION 7. Paragraph (14) of subsection (d) of section 4.2 of article IV of said charter is hereby amended by striking out the words “before such warrants are submitted to the Select Board” and by inserting after the words “shall approve” the following words:- and sign.

SECTION 8. Subsection (a) of section 4.3 of said article IV of said charter is hereby amended by inserting after the words “shall appoint the” the following word:- department.

SECTION 9. Subsection (c) of section 5.4 of article V of said charter is hereby amended by inserting after the words “at least 20% of registered voters” the following words:- , as established by the Town Clerk as of March 1st of the previous year.

SECTION 10. Subsection (d) of said section 5.4 of said article V of said charter is hereby amended by striking out the numeral “7” after the words “does not resign within” and inserting in place thereof the following numeral:- 5.

SECTION 11. Said subsection (d) of said section 5.4 of said article V of said charter is hereby further amended by striking out the words “not less than 75 days after such certification date” and inserting after the words “the Select Board shall” the following words:- not less than 75 days after such certification date.

SECTION 12. Subsection (f) of said section 5.4 of said article V of said charter is hereby amended by inserting after the words “For the recall of (name” the following words:- and title.

SECTION 13. Said subsection (f) of said section 5.4 of said article V of said charter is hereby further amended by inserting after the words “Against the recall of (name” the following words:- and title.

SECTION 14. Article VI of said charter is hereby amended by striking out Section 6.6 in its entirety.

Or to take any other action related thereto.

(Select Board)

NOTE: This home rule petition was approved as Article 78 of the 2022 Annual Town Meeting. Home rule petitions currently pending before the legislature, which were not acted upon by December 31, 2022, may expire unless renewed by a confirmatory town meeting vote.

ARTICLE

(Home Rule Petition: An Act Regulating the Application of Nutrient Management and Fertilizer in the Town of Nantucket)

To see if the Town will vote to request its representatives to the General Court to introduce legislation as set forth below; and, that the General Court, with the approval of the Select Board, make constructive changes in the text hereof as may be necessary or advisable to accomplish the intent of the legislation in order to secure its passage, as follows:

AN ACT RELATIVE TO THE REGULATION OF NUTRIENT MANAGEMENT AND FERTILIZER IN THE TOWN NANTUCKET

Be it enacted by the Senate and the House of Representatives in General Court assembled, and by the authority of the same, as follows:

Section 1. Notwithstanding the provisions of sections 9 and 10 of chapter 262 of the Acts of 2012 or any other general or special law, the deadline for the adoption of any rule, regulation, or by-law relative to nutrient management and fertilizer guidelines adopted in the Town of Nantucket under chapter 561 of the acts of 1973, shall be extended for a period of two years after the effective date of this act. Such rule, regulation or bylaw shall not be less restrictive than regulations adopted by the department of agricultural resources under section 1 of chapter 262 and shall be done in conjunction with the University of Massachusetts Amherst Extension to ensure any regulations relative to plant nutrients are consistent with the program’s published information, educational materials and other public outreach programs relative to nutrient management and fertilizer guidelines.

Section 2. The act shall take effect upon passage.

Or to take any other action related thereto.

(Select Board)

ARTICLE ____

**(Home Rule Petition: Real Estate Conveyance - 50 Altar Rock Road to
Nantucket Conservation Foundation, Inc.)**

To see if the Town will vote to authorize the Select Board to petition the General Court consistent with the requirements of Article 97 of the Amendments to the Massachusetts Constitution to enact special legislation to authorize the transfer and conveyance of all or portions of a certain parcel of land in the Town of Nantucket held by The Inhabitants of the Town of Nantucket for park purposes, as described in more detail below and as shown on a map entitled “2023 Annual Town Meeting Warrant Article ____ Conveyance of Altar Rock” dated January 2023 and filed with the Office of the Town Clerk, to the Select Board for purposes of conveyance; and further to authorize the Select Board to convey the property described below to the Nantucket Conservation foundation, Inc. for open space, recreational, and conservation purposes, to be on any terms and conditions the Select Board deem appropriate for roadway and/or any purposes, which may include the reservation of any easements and restrictions in regard to the property, provided, however, that the General Court may with the approval of the Select Board, make constructive changes in language as may be necessary or advisable towards perfecting the intent of this legislation in order to secure passage:

*AN ACT AUTHORIZING THE TOWN OF NANTUCKET TO CONVEY A CERTAIN
PARCEL OF LAND SITUATED IN THE TOWN OF NANTUCKET HELD FOR PARK
PURPOSES TO THE NANTUCKET CONSERVATION FOUNDATION, INC. FOR
OPEN SPACE, RECREATIONAL AND CONSERVATION
PURPOSES CONSERVATION OR RECREATIONAL PURPOSES*

*Be it enacted by the Senate and the House of Representatives in General Court
assembled, and by the authority of the same, as follows:*

Section 1. Pursuant to Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts and notwithstanding the provisions of any general or special law to the contrary, the Town of Nantucket may transfer, sell, convey or otherwise dispose of all or a portion a certain parcel of land situated in the Town of Nantucket and held by the Select Board for park purposes subject to Article 97 to the Nantucket Conservation Foundation, Inc. for open space, recreational and conservation purposes for roadway and/or any purposes to be on any terms and conditions the Select Board deem appropriate, which may include the reservation of any easements and restrictions in regard to the property, described as follows:

- Tax Assessor’s Map 45, Parcel 9, 50 Altar Rock Road as shown on a map entitled “2023 Annual Town Meeting Warrant Article ____ Conveyance of Altar Rock” dated _____, 2023 and filed with the Office of the Town Clerk.

Section 2. No instrument conveying by or on behalf of the Commonwealth, any interest in the parcel of land described in Section 1, shall be valid unless such instrument: (i)

provides that the land shall be used solely for open space, recreational and conservation purposes; (ii) if the instrument conveys a fee interest in the parcel of land, includes a clause that shall require the grantee to convey a conservation restriction over the land in perpetuity as defined in and subject to sections 31, 32 and 33 of Chapter 184; and (iii) includes a clause that shall state that if the land ceases to be used by the grantee, or its successors or assigns, solely for open space, recreational and conservation purposes at any time that said parcel of land shall revert to the Town of Nantucket, which shall dedicate it for park purposes subject to Article 97.

Section 3. This act shall take effect upon its passage.

Or to take any other action related thereto.

(Select Board)

NOTE: This home rule petition was approved as Article 94 of the 2022 Annual Town Meeting. Home rule petitions currently pending before the legislature, which were not acted upon by December 31, 2022, may expire unless renewed by a confirmatory town meeting vote.

ARTICLE

(Home Rule Petition: Real Estate Conveyance - A Portion of Ames Avenue)

To see if the Town will vote to authorize the Select Board to petition the General Court consistent with the requirements of Article 97 of the Amendments to the Massachusetts Constitution to enact special legislation to authorize the transfer and conveyance of all or portions of certain parcels of land in the Town of Nantucket owned by The Inhabitants of the Town of Nantucket held under the care, custody and control of the Nantucket Conservation Commission for conservation or recreational purposes, and which are located in the roadway known as Ames Avenue as described in more detail below and as shown on a map entitled "2022 Annual Town Meeting Warrant Article ____ Conveyance of A Portion of Ames Avenue" dated January 2023 and filed with the Office of the Town Clerk, to the Select Board for purposes of conveyance and further to authorize the Select Board to convey the property described below on any terms and conditions the Select Board deem appropriate for roadway and/or any purposes, which may include the reservation of any easements and restrictions in regard to the property, provided, however, that the General Court may with the approval of the Select Board, make constructive changes in language as may be necessary or advisable towards perfecting the intent of this legislation in order to secure passage:

AN ACT AUTHORIZING THE TOWN OF NANTUCKET TO CONVEY FOR ROADWAY AND ANY OTHER PURPOSES CERTAIN PARCELS OF LAND WITHIN THE ROADWAY KNOWN AS AMES AVENUE, AND SHOWN AS LOTS 35-38 (INCLUSIVE) IN BLOCK 31 ON LAND COURT PLAN NO. 2408-M FILED WITH THE NANTUCKET REGISTRY DISTRICT OF THE LAND COURT SITUATED IN THE TOWN OF NANTUCKET HELD FOR CONSERVATION OR RECREATIONAL PURPOSES TO BE CONVEYED FOR ROADWAY AND/OR ANY PURPOSES.

Be it enacted by the Senate and the House of Representatives in General Court assembled, and by the authority of the same, as follows:

Section 1. Pursuant to Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts and notwithstanding the provisions of any general or special law to the contrary, the Town of Nantucket may transfer, sell, convey or otherwise dispose of all or portions of certain parcels of land situated in the Town of Nantucket for roadway and/or any purposes described as follows:

- Lots 35-38 (inclusive) in Block 31 on Land Court Plan 2408-M of the Nantucket County Land Court Registry and as shown on a map entitled “2023 Annual Town Meeting Warrant Article ____ Conveyance of A Portion of Ames Avenue” dated _____, 2023 and filed with the Office of the Town Clerk;

Section 2. As a condition of any disposition pursuant to Section 1, and to ensure no net loss of land subject to Article 97 of the Amendments to the Constitution of the Commonwealth, the Town of Nantucket shall convey to the care, custody, management and control of the Conservation Commission, and dedicate for conservation and recreation purposes pursuant to Article 97, land of equal or greater acreage and natural resource value as the land so disposed.

Section 3. This act shall take effect upon its passage.

Or to take any other action related thereto.

(Select Board)

NOTE: This home rule petition was approved as Article 95 of the 2022 Annual Town Meeting. Home rule petitions currently pending before the legislature, which were not acted upon by December 31, 2022, may expire unless renewed by a confirmatory town meeting vote.

ARTICLE

(Home Rule Petition: Issuance of Pension Obligation Bonds and Notes)

To see if the Town will vote to request its representatives in the General Court to introduce special legislation as set forth below; and, that the General Court, with the approval of the Select Board, make constructive changes in the text hereof as may be necessary or advisable to accomplish the intent of the legislation in order to secure its passage, as follows:

AN ACT AUTHORIZING THE TOWN OF NANTUCKET TO ISSUE PENSION OBLIGATION BONDS OR NOTES

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same as follows:

SECTION 1. The town of Nantucket may issue, at one time or from time to time, bonds or notes for the purpose of funding the portion of the unfunded pension liability of the Barnstable County retirement association allocable to the town of Nantucket, Nantucket County and the Nantucket Islands Land Bank. The proceeds of any such issuance, other than amounts to be applied to issuance costs and expenses, shall be paid by the town of Nantucket to the Barnstable County retirement association, shall be allocated solely to reduce the unfunded pension liability allocable to the town of Nantucket, Nantucket County and the Nantucket Islands Land Bank to which the bonds or notes relate, shall be invested in any investments which are permitted under chapter 32 of the General Laws and shall otherwise be held and expended on behalf of the town by the Barnstable County retirement association in accordance with law. The terms of any such bonds or notes shall not exceed 30 years from the date of issuance and the amount of any such bonds or notes shall be outside the limit of indebtedness prescribed in section 10 of chapter 44 of the General Laws. Upon the authorization of the issuance of pension obligation bonds by the town, the town shall submit the vote and a plan demonstrating how the town will finance and allocate the debt service associated with the bonds or notes to the executive office for administration and finance, and no bonds or notes authorized to be issued by this act shall be issued until the secretary for administration and finance has approved the plan and the issuance of such bonds or notes. Except as otherwise provided in this act, such bonds or notes shall be subject to said chapter 44.

SECTION 2. The aggregate principal amount of the bonds or notes issued during any calendar year under authority of this act shall not be greater than the amount sufficient to extinguish the unfunded pension liability of the Barnstable County retirement association allocable to the town of Nantucket, Nantucket County and the Nantucket Islands Land Bank as of a particular date as determined in accordance with this section, plus an amount to provide for issuance costs and other expenses necessary or incidental thereto. The Barnstable County retirement association shall first determine the amount sufficient to extinguish the unfunded pension liability of the town of Nantucket, Nantucket County and the Nantucket Islands Land Bank in accordance with the report of a nationally recognized independent consulting firm, which may be the consulting actuary generally retained by the Barnstable County retirement association, and which amount shall be approved by the public employee retirement administration commission. The report shall also set forth the present value savings to the town reasonably expected to be achieved as a result of the issuance of such bonds or notes.

SECTION 3. The maturities of such bonds or notes shall be scheduled so that the annual combined payments of principal and interest for each issue shall be as nearly equal as practicable in the opinion of the town Treasurer, in any manner that shall provide for a more rapid amortization of principal, or in accordance with any other manner consistent with the town's approved funding schedule, as the secretary for administration and finance shall approve. In granting the approval, the secretary may require the establishment of a reserve to be created from a portion of the amount of the annual savings used to calculate the present value savings. Any such reserve shall be held and controlled by the town and shall be separate from any other reserve or fund of the town allowed or required by statute. The secretary shall establish a method to calculate both the required amount of annual contribution to the reserve and the

minimum value to be maintained in the reserve and shall prescribe conditions for expenditure from the reserve, including its use if necessary to prevent or limit any future unfunded actuarial pension liability, and the conditions under which all or a portion of the funds in the reserve may be available for unrestricted purposes in which case such funds or portions thereof shall be transferred to the town treasury. Any funds in the reserve shall be trust funds within the meaning of section 54 of chapter 44 of the General Laws and, expected as otherwise provided in this act, shall be subject to the provisions of said section 54.

SECTION 4. If the unfunded pension liability to be funded with the proceeds of an issue of bonds or notes issued under this act relates in part to employees of Nantucket County or the Nantucket Islands Land Bank, each of such entities shall be responsible for reimbursing the town of Nantucket for such proportion of the annual debt service expense paid by the town of Nantucket for bonds or notes issued hereunder as is equal to the proportion of the total unfunded pension liability to be funded with the proceeds of the bonds or notes as relates to each of such entities. Notwithstanding any general or special law to the contrary, the Public Employee Retirement Administration Commission shall increase the annual amount to be certified under section 22 of the General Laws as the amount necessary to be paid by Nantucket County and the Nantucket County Land Bank as its proportionate share of the annual debt service expense as determined herein. The town of Nantucket shall have the same legal rights and authority as the retirement board of the Barnstable County retirement association to collect any amount so assessed to Nantucket County or the Nantucket Islands Land Bank.

SECTION 5. Notwithstanding chapter 70 of the General Laws or any other general or special law to the contrary, the portion of the annual debt service paid by the town of Nantucket for bonds or notes issued under this act applicable to school department personnel who are members of the Barnstable County retirement association shall be included in the computation of net school spending for the purposes of said chapter 70 or any other law.

SECTION 6. This act shall take effect upon its passage.

Or to take any other action related thereto.

(Select Board)

NOTE: This home rule petition was approved as Article 95 of the 2021 Annual Town Meeting. Home rule petitions currently pending before the legislature, which were not acted upon by December 31, 2022, may expire unless renewed by a confirmatory town meeting vote.

ARTICLE

(Home Rule Petition: An Act Amending the Charter of the Town of Nantucket To Increase the Terms of Office for Members of the Select Board to Five Years)

To see if the Town will vote to request its representatives in the General Court to introduce special legislation, the text of which is set forth below, amending section 3.1 of

the charter for the Town of Nantucket to increase the terms of office of members of the Select Board to five years, and to authorize the General Court, with the approval of the Select Board, to make changes of form to the text thereto as may be necessary or advisable in order to accomplish the intent and public purpose of this legislation in order to secure passage; provided that at the first annual town election held at least 60 days after the effective date of the Act and for the next four annual town elections held thereafter, the Select Board shall include on the election warrant either one or two Select Board positions for varying terms to insure that in the future one five year term expires each year.

AN ACT AMENDING THE CHARTER FOR THE TOWN OF NANTUCKET

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same as follows:

Section 1: Section 3.1 of the Home Rule Charter of the Town of Nantucket, as established by chapter 289 of the acts of 1996, as amended, which is on file in the office of the archivist of the commonwealth, as provided in section 12 of chapter 43B of the General Laws, is hereby amended by deleting the word “three” in the first line and inserting in place thereof the following word:- five .

Section 2: This Act shall take effect upon passage.

Or to take any other action related thereto.

(Select Board)

ARTICLE

(Home Rule Petition: Real Estate Conveyances from Town of Nantucket to Nantucket Islands Land Bank)

To see if the Town will vote to authorize the Select Board to petition the General Court consistent with the requirements of Article 97 of the Amendments to the Massachusetts Constitution to enact special legislation to authorize the transfer and conveyance of all or portions of certain parcels of land in the Town of Nantucket owned by The Inhabitants of the Town of Nantucket held for conservation or recreational purposes, as described in more detail below and as shown on a map entitled “INSERT NAME OF MAP” dated January 2023 and filed with the Office of the Town Clerk, to the Select Board for purposes of conveyance and further to authorize the Select Board to convey the property described below on any terms and conditions the Select Board deem appropriate for roadway and/or any purposes, which may include the reservation of any easements and restrictions in regard to the property, provided, however, that the General Court may with the approval of the Select Board, make constructive changes in language as may be necessary or advisable towards perfecting the intent of this legislation in order to secure passage:

AN ACT AUTHORIZING THE TOWN OF NANTUCKET TO CONVEY TOWN-OWNED PROPERTIES TO THE NANTUCKET ISLANDS LAND BANK

Be it enacted by the Senate and the House of Representatives in General Court assembled, and by the authority of the same, as follows:

Section 1. Pursuant to Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts and notwithstanding the provisions of any general or special law to the contrary, the Town of Nantucket may transfer, sell, convey or otherwise dispose of all or portions of certain parcels of land situated in the Town of Nantucket for open space, conservation and/or any purposes, to be on any terms and conditions the Select Board deem appropriate, which may include the reservation of any easements and restrictions in regard to the property, described as follows:

- **INSERT PROPERTY DESCRIPTIONS**

Any such disposition shall be on such terms and conditions as the Select Board deem appropriate, which may include the reservation of restrictions and easements, and the conveyance or dedication of a parcel or parcels of Town-owned land to satisfy the “no net loss policy” of the Executive Office of Energy and Environmental Affairs, all as shown on a map entitled “**2023 Annual Town Meeting Warrant Article ## Conveyance of Town-owned properties to Nantucket Islands Land Bank**” dated January 2023 and filed with the Office of the Town Clerk.

Section 2. This act shall take effect upon its passage.

Or to take any other action related thereto.

(Select Board)

ARTICLE

(Home Rule Petition: An Act to Amend and Improve the Nantucket Planning & Economic Development Commission)

To see if the Town will vote to request its representatives in the General Court to introduce special legislation amending Chapter 561 of the Acts of 1973, as amended, and to authorize the General Court, with the approval of the Select Board, to make changes of form to the text thereto as may be necessary or advisable in order to accomplish the intent and public purpose of this legislation in order to secure passage.

(NOTE: language to be removed is shown in strikethrough, new language is shown as highlighted text, explanatory language is shown in bold and italic type; these methods to explain and denote changes are not meant to become part of the final text.)

The name shall be simplified and the mission of planning for the overall long-term health of the Nantucket Island region shall be strengthened by inserting the highlighted text and removing the stricken text in the first sentence of Section 1 as shown below:

In order to plan for the orderly and coordinated development and protection of the physical, **environmental, cultural**, social and economic resources of the Islands of

Nantucket County, including the long range preservation of ground and surface water, coastal resources, ocean quality, open space and other natural resources; the provision of adequate capital facilities, including transportation; the development of an adequate supply of fair affordable housing; and the preservation of historical, cultural, and recreational values, there is hereby established the Nantucket Planning and Economic Development Commission, hereinafter called the "Commission" or the "Planning Commission".

The composition of the Planning Commission shall be changed to emphasize long-range planning, to permit Nantucket voters to elect at-large members, to include members representing open space and cultural resource planning, and to introduce term limits, as follows:

Remove this text in Section 1:

The Commission shall consist of the Planning Board of the Town of Nantucket, one (1) representative of the Nantucket Housing Authority to be appointed annually by said Authority ; one (1) representative of the County Commissioners of Nantucket County to be appointed annually by said County Commissioners; one (1) representative of the Conservation Commission to be appointed annually by said Conservation Commission; appointed at large by the Commission; one (1) for a term of one (1) year, and one (1) for a term of two (2) years and one (1) for a term of three (3) years.

And insert in its place:

The Commission shall consist of five (5) persons to be elected for rotating 5 year terms at the annual town election, hereinafter called "the elected members"; one (1) representative of the Planning Board of the Town of Nantucket, to be appointed annually by said Board; one (1) representative of the Nantucket Housing Authority to be appointed annually by said Authority; one (1) representative of the County Commissioners of Nantucket County to be appointed annually by said County Commissioners; one (1) representative of the Conservation Commission to be appointed annually by said Conservation Commission; one (1) representative of the Nantucket Historical Commission to be appointed annually by said Historical Commission; one (1) representative of the Nantucket Land Bank, to be appointed annually by said Land Bank.

All Commission members shall be subject to Term Limits. In no case shall any elected or appointed member serve on the Planning Commission for more than ten (10) years in total (being two five-year terms or ten one-year terms or any part thereof), as measured as of the effective date of this Act. This provision shall not prevent members from serving on other elected or appointed public bodies at any time.

In order to instruct the Town Clerk and the public regarding how the revised Planning Commission will be initially and thereafter formed, insert the following text at the end of Section 1:

At the first annual election held after the effective date of this Act, a minimum of two new elected members shall be elected, and appointed at-large members with terms expiring in the current year will be replaced by elected members, so that the total number of elected plus appointed at-large members will be five. As any additional appointed at-large member terms expire, they will be replaced by elected members. The initial term for elected members shall be staggered [the first elected member for a one year term, a second for a two year term, etc]. Thereafter, all elected members shall be elected to rotating five-year terms, with one elected member's term expiring in each year.

After the first annual election held after the effective date of this Act, terms of members previously appointed by their respective Boards and Commissions shall end and the following appointments shall be made: one (1) representative of the Planning Board, one (1) representative of the Housing Authority, one (1) County Commissioner, one (1) representative of the Historical Commission, one (1) representative of the Conservation Commission, and one (1) representative of the Nantucket Land Bank, each to serve for a term of one year.

In all cases the members shall serve until their successors are elected and qualified.

The Planning Commission shall update the existing bylaws of the NP&EDC to be consistent with this Act.

Any vacancy in the elected membership shall be filled by a majority vote of the Nantucket Planning Commission, said vacancy to be filled until the next regular election, after which the newly elected member will serve the remainder of the vacated term.

The following reporting requirement shall be inserted after Section 2:

Section 2A. The Planning Commission shall produce and make available a written report of its activities, annually.

(Hillary Hedges Rayport, et al)

ARTICLE

(Long-term Lease Authorization: Solid Waste Facility)

To see if the Town will vote to authorize the Town Manager, with the approval of the Select Board, pursuant to a request for proposals issued by the Town under the authority of General laws Chapter 30B, section 6, General Laws Chapter 30B, section 1(e), General Laws Chapter 44, Section 28C(g), or any other enabling authority, to enter one or more long-term contracts or leases for a term not to exceed 25 years commencing in 2025, including all extension, renewal, and option periods, for the collection, transportation, receipt, processing or disposal of solid waste, recyclable, hazardous waste, or compostable materials, and for the operation and construction

services at the Town's integrated solid waste management facility located on Madaket Road, including without limitation, the residuals landfill, the composting facility, the construction and demolition debris transfer station, the materials recovery facility, the drop-off facility and any other facilities currently in existence or to be constructed during the term of the contract or leases, including any privately-owned facilities located on Town land; further that the Town finds that it is in the public interest for the Town to enter into one or more contracts for proprietary environmental technology systems pursuant to General Laws Chapter 149, Section 44A (5)(a) and (b); or to take any other action relative thereto.

(Select Board)

ARTICLE

(Real Estate Conveyance: Utility Easement on Surfside Road for Sewer Pump Station)

~~To see if the Town will vote to authorize the Select Board to convey a perpetual non-exclusive easement to Nantucket Electric Company d/b/a National Grid for such purposes to access, install, construct, reconstruct, repair, replace, add to, maintain, operate, use, inspect and patrol for the transmission of high and low voltage electric energy and for the transmission of intelligence by an underground electric distribution system and together with any other equipment or appurtenances reasonably required in, through, under, over, across and upon a portion of certain Town-owned land located at Lots 77, 78, 82, 83, 87, 88, 89, 90, 91, 92, 93, 91, 95 and Road Lot 80 a/k/a Waitt Drive shown on a plan of land recorded with Nantucket County Registry of Deeds as Plan No. 2016-58, and as referenced in Order of Land Court of Withdrawal from Registration recorded with said Deeds in Book 1348, Page 248, said easement area being shown on a plan filed with the Office of the Town Clerk; or to take any other action related thereto.~~

(Select Board)

ARTICLE

(Real Estate Conveyance: Utility Easement at Wilkes Square)

To see if the Town will vote to authorize the Select Board to convey a perpetual non-exclusive easement to Nantucket Electric Company d/b/a National Grid for such purposes to access, install, construct, reconstruct, repair, replace, add to, maintain, operate, use, inspect and patrol for the transmission of high and low voltage electric energy and for the transmission of intelligence by an underground electric distribution system and together with any other equipment or appurtenances reasonably required in, through, under, over, across and upon a portion of certain Town-owned land shown as "Private Way" on a plan of land entitled "10 & 12 Washington Street, Nantucket, MA, 81X Plan of Land," dated March 16, 2009, recorded with Nantucket County Registry of Deeds as Plan No. 2009-16, which private way is located between Candle Street and Washington Street and bounded by two Town-owned parcels, being (1) 12 Washington Street more particularly described in deed to the Town recorded with said Deeds in Book 1905, Page 330 and (2) a parcel of land on Candle and Washington Streets

described in a Deed to the Town recorded with said Deeds in Book 108, Page 506, said easement area being shown on a plan filed with the Office of the Town Clerk.

(Select Board)

ARTICLE

(Real Estate Conveyance: Town of Nantucket to Nantucket Islands Land Bank - Miscellaneous Parcels)

To see if the Town will vote to authorize the Select Board to sell, convey or otherwise dispose of the fee title or lesser interests to the Nantucket Islands Land Bank for all purposes pursuant to their enabling legislation, such disposition to be on any terms and conditions the Select Board deem appropriate, which may include the reservation of any easements and restrictions in regard to the following one properties:

MAP	LOT	NUMBER	STREET
55	276		Washington Street
55.1.4	71	111	Washington Street
55.1.4	38	104	Washington Street
55.1.4	9.3	102	Washington Street
55.1.4	9.1	100	Washington Street
55.1.4	9.2	98	Washington Street
54	53		Monomoy Creeks
54	641		Monomoy Creeks
55	414	6	Goose Pond Lane
55	407	4	Goose Pond Lane
55	642		Goose Pond Lane
A portion of Lots A and B shown on Plan No. 2010-10 on file at the Nantucket County Registry of Deeds			
55	640		Monomoy Creeks
Parcel 14 shown on Plan File 49-O on file at the Nantucket County Registry of Deeds			
Parcel 23 shown on Plan File 49-O on file at the Nantucket County Registry of Deeds			
Parcel 24 shown on Plan File 49-O on file at the Nantucket County Registry of Deeds			
Parcel 25 shown on Plan File 49-O on file at the Nantucket County Registry of Deeds			
Parcel 28 shown on Plan File 49-O on file at the Nantucket County Registry of Deeds			

All as
on a

shown
map

entitled “2023 Annual Town Meeting Warrant Article ____ Real Estate Conveyance: Town of Nantucket to Nantucket Islands Land Bank” dated November 2023 and filed herewith at the Office of the Town Clerk.

Or to take any other action related thereto.

(Select Board)

ARTICLE

(Real Estate Acquisition: Easements in Skyline Drive, Webster Road, Portions of Monohansett Road and Okorwaw Avenue for Water Main Extension Project)

To see if the Town will vote to authorize the Select Board to acquire by gift, purchase or eminent domain perpetual water easements or other interests in real estate for the purpose of improving the Town's water system and providing clean water and to construct, inspect, repair, renew, replace, operate and forever maintain water lines and mains with any manholes, pipes, conduits and other equipment and appurtenances thereto, in through, under and across the private ways identified as Skyline Drive, Webster Road, and portions of Monohansett Road and Okorwaw Avenue, as shown on plans of land entitled "Water Easement Plan, Monohansett Road and Okorwaw Avenue, Nantucket, MA, Nantucket County," prepared by Greenman-Pedersen, Inc., "Water Easement Plan, Webster Road, Nantucket, Nantucket County," prepared by Greenman-Pedersen, Inc., and "Water Easement Plan Skyline Drive, Nantucket, MA, Nantucket County," prepared by Greenman-Pedersen, Inc., copies of which are on file with the Office of the Town Clerk.

Or to take any other action related thereto.

(Select Board)

ARTICLE

(Real Estate Conveyance: Portions of Baxter Road)

To see if the Town will vote to authorize the Select Board to sell, convey or otherwise dispose of the fee title or lesser interests in all or any portions of a parcel of land bounded by a line extending the westerly sideline of Bayberry Lane across Baxter Road to the western terminus of Baxter Road, being a portion of Baxter Road, for residential and access purposes, subject to Chapter 30B of the Massachusetts General Laws, any such disposition to be on such terms and conditions the Select Board deem appropriate, which may include the reservation of any easements and restrictions in regard to the property.

All as shown on a map entitled "2023 Annual Town Meeting Warrant Article ____ Real Estate Conveyance: Portions of Baxter Road" dated _____ 2023 and filed herewith at the Office of the Town Clerk.

Or to take any other action related thereto.

(Select Board)

ARTICLE

(Real Estate Conveyance: Easement - 9 East Creek Road)

To see if the Town will vote to authorize the Select Board to grant to the Nantucket Islands Land Bank a perpetual easement over a portion of Town-owned property at 9 East Creek Road, shown as "Total Licensing Area" containing a total of approximately 8,700 square feet on a drawing entitled "Licensing Area at 9 East Creek Rd" (the "Plan"), a copy of which is on file with the Office of the Town Clerk for the purposes of construction, maintenance and repair of the parking space to provide access to the 19 East Creek Road public dock and viewing deck for use by the public, to remove invasive species and build resiliency with the planting of additional native plantings and to construct, maintain and repair an ADA-compliant connector path from the Our Island Home to the boardwalk and public dock and viewing deck; and further to grant a temporary construction easement on a portion of the Town Property shown on said Plan as two Temporary Construction Impact Areas for the sole purpose of staging equipment and materials in connection with construction of the improvements in the Licensing Area, which shall expire upon completion of the improvements.

Or to take any other action related thereto.

(Select Board)

OTHER REAL ESTATE:

- Dartmouth Lane near Delaney Rd/taking
 - o Conveyance of parcel to LB: 6 Goose Pond (re: Consue Springs project)
 - o Conveyance of parcels from E Creek to Spruce to Consue for bike/pedestrian boardwalk connection

ARTICLE

(Real Estate Acquisition: Mayflower Circle and Daffodil Lane)

To see if the Town will vote to authorize the Select Board to acquire by purchase, gift or eminent domain the fee title or lesser interests together with any public and private rights of passage for public ways and/or general municipal purposes in the "turnaround easement" shown within Mayflower Circle shown as Lot 986, Daffodil Lane shown as Lot 987, and Lot 985 on Land Court Plan No. 16514-125 on file at the Nantucket County Registry District of the Land Court.

Or, to take any other action related thereto.

(Select Board)

ARTICLE

(Real Estate Conveyance: Mayflower Circle and Daffodil Lane)

To see if the Town will vote to authorize the Select Board to convey, sell or otherwise dispose of the fee title or lesser interests in all or any portion of the "turnaround easement" within Mayflower Circle shown as Lot 986, Daffodil Lane shown as Lot 987, and Lot 985 on Land Court Plan No. 16514-125 filed with the Nantucket Registry

District of the Land Court, subject to Chapter 30B of the Massachusetts General Laws and guidelines established under the “Nantucket Yard Sales” program on file at the Select Board’s Office, such disposition to be on such terms and conditions as the Select Board deem appropriate, which may include the reservation of easements and restrictions.

Or take any action related thereto.

(Select Board)

ARTICLE

(Real Estate Acquisition: 31 Easy Street)

To see if the Town will vote to authorize the Select Board to acquire by purchase, gift or eminent domain for public way, sidewalk, drainage, flood control, coastal resiliency, and transportation and maritime improvements including a dock, pier and loading docks and for general municipal purposes and/or the purposes of conveyance, the fee title or lesser interests in all or any portions of the property known as 31 Easy Street shown on Tax Assessor’s Map 42.4.2 as Parcel 16 and shown as Lot 3 on a plan of land filed with Nantucket Registry District of the Land Court as Land Court Plan No. 8594-E.

All as shown on a map entitled “2023 Annual Town Meeting Warrant Article ____ Acquisition of 31 Easy Street” dated _____ 2023 and filed herewith at the Office of the Town Clerk.

Or to take any other action related thereto.

(Select Board)

ARTICLE

(Real Estate Conveyance: 31 Easy Street)

To see if the Town will vote to authorize the Select Board to sell, convey or otherwise dispose of the fee title or lesser interests in all or any portions of the property known as 31 Easy Street shown on Tax Assessor’s Map 42.4.2 as Parcel 16 and shown as Lot 3 on a plan of land filed with Nantucket Registry District of the Land Court as Land Court Plan No. 8594-E to the Nantucket Islands Land Bank, Nantucket County, and/or the Woods Hole, Martha’s Vineyard, and Nantucket Steamship Authority, for all purposes pursuant to their respective enabling legislation, such disposition to be on any terms and conditions the Select Board deem appropriate, which may include the reservation of any easements and restrictions in regard to the property.

All as shown on a map entitled “2023 Annual Town Meeting Warrant Article ____ Acquisition of 31 Easy Street” dated _____ 2023 and filed herewith at the Office of the Town Clerk.

Or to take any other action related thereto.

(Select Board)

ARTICLE
(Appropriation: Stabilization Fund)

To see what sums the Town will vote to appropriate, and also to raise, borrow pursuant to any applicable statute, or transfer from available funds, for the purposes of the Stabilization Fund in accordance with Chapter 40 section 5B of the Massachusetts General Laws, from which appropriations may be made by a two-thirds vote of an Annual or Special Town Meeting for any purpose for which a municipality may borrow money or for any other lawful purpose; said sum not to exceed ten percent (10%) of the Fiscal Year 2023 tax levy.

Or to take any other action related thereto.

(Select Board)

ARTICLE
(Appropriation: Free Cash)

To see what sum the Town will vote to transfer from Free Cash in the treasury to meet the appropriations for the current and/or ensuing Fiscal Year and to authorize the Assessors to use in the fixing the tax rate, pass any vote, or take any other action related thereto.

(Select Board)

To act upon and transact any business relative to the foregoing subjects which may, then and there, come before said meeting.

In addition, you are directed to notify and warn the inhabitants of the Town of Nantucket qualified to vote in Town affairs to go to the Nantucket High School at 10 Surfside Road in said Nantucket, on

***TUESDAY, THE TWENTY-THIRD DAY OF MAY 2023
BETWEEN THE HOURS OF 7:00 AM and 8:00 PM***

for the following purpose:

To cast their votes in the Annual Town Election for the election of candidates for the following offices:

Moderator	One for a term of one year
Select Board	Two for terms of three years
School Committee	Two for terms of three years
Historic District Commission	Two for terms of three years
Nantucket Islands Land Bank Commission	One for a term of five years
Harbor and Shellfish Advisory Board	Two for terms of three years
Nantucket Housing Authority	One for a term of five years
Planning Board	One for a term of five years
Nantucket Board of Water Commissioners	Two for terms of three years

And, to cast their vote as “YES” or “NO” on the following ballot questions:

Debt Exclusion: INSERT ANY DEBT EXCLUSIONS - **SAMPLE BELOW**

1. Shall the Town of Nantucket be allowed to exempt from the provisions of Proposition Two and One-half, so-called, the amounts required to pay for the bond issued in order to design a new Our Island Home facility to be located on Town-owned land currently leased to Sherburne Commons located at 40 Sherburne Commons Way including the costs of professional services for design, permitting, engineering, materials, and other related professional services, and any other costs incidental and related thereto?

Hereof fail not and make due return of this Warrant with your doings thereon to the Town Clerk at the time and place of meeting and election aforesaid.

Given under our hands this day of January in the year Two Thousand Twenty-three.

Jason M. Bridges, Chair

Dawn E. Hill Holdgate, Vice Chair

Matthew G. Fee

Malcolm MacNab

Brooke Mohr

SELECT BOARD OF NANTUCKET, MA

Pursuant to Chapter 39, section 10 of the General Laws of the Commonwealth and the Warrant of **INSERT** I have notified and warned the inhabitants of the Town of Nantucket qualified to vote in Town affairs to appear at the times and place and for the purposes within mentioned by posting said notification on _____ at the Stop & Shop on Pleasant Street, the Town and County Building at 16 Broad Street; and upon the Bulletin Boards at the corner of Main and Federal Streets, and Siasconset Square.

Sworn to under pains and penalties of perjury,

Constable



Agenda Item Summary

Agenda Item #	XI. 1.
Date	January 11, 2023

Staff

Tucker Holland, Housing Director

Subject

Housing Nantucket Request for Additional Funding to Complete Year-round Housing Development at 31 Fairgrounds Road

Executive Summary

Despite the construction challenges posed by the pandemic, the project at 31 Fairgrounds Road has been moving along well. Nevertheless, it is not immune to the impacts the pandemic has brought about and in order to complete the project, Housing Nantucket is requesting an additional \$1,763,212 in addition to the \$1,766,000 previously approved by the Board after initial design changes, including a 17% expansion in square footage of the units, following HDC review and approval. This brings total construction cost for the 22 units to \$10,279,212, or \$467,237 per unit. Of the total, \$1,810,000 are grants (17.6%) and \$8,469,212 are loans (82%).

Staff Recommendation

Approve the Trust's recommendation to fund Housing Nantucket's request.

Background/Discussion

At the November meeting of the Affordable Housing Trust, the Board voted in favor of recommending \$1,763,212 in additional funding to complete the 22-unit SHI-eligible rental project at 31 Fairgrounds Road, per Housing Nantucket's request.

- Original construction cost was \$6,750,000 as approved at initial closing in February 2021.
- The Trust and the Select Board approved \$1.766 million of Housing Nantucket's first increase request (\$2.266 million) at the start of 2022 due to scope expansion and market-driven cost increases.
- Of this \$1,766,000 in additional funding, \$810,000 was a grant relative to cost increases outside the developers control, \$856,000 a loan was in conjunction with design changes, and another \$100,000 loan was to allow for solar infrastructure to be incorporated.
- The Trust is now recommending approval of Housing Nantucket's second increase request (\$1,763,212), that \$1,000,000 be in the form of a grant, and that \$763,212 be in the form of a loan, potentially forgivable, if certain performance criteria are met at a future point.



- The loan portion is recommended with the same 0.5% interest rate as the earlier loan funding, and amortizes and is payable during years 51-57, after the original construction loan is paid off, utilizing a similar principal to the first cost adjustment request noted above.
- This brings the construction cost total from \$6,750,000 to \$10,279,212, a 52% increase.
- While a substantial increase, it may be relevant to put into the context of the 6 Fairgrounds / Ticcoma Green construction project across the street: 6FG has increased in construction cost 2x during the lawsuit period and pandemic — in round numbers from \$25 million to \$50 million.
- During this same period, nationally, construction costs increased materially according to project management consultant for 31FG, Steve Hollister, and that the resulting \$450 sq/ft cost on this project, considering it encompasses more than just the building but also landscaping, etc., is reasonable.
- Projected unit cost for 6FG is well north of \$700k per unit (~\$781k); under the new construction costs for 31FG, unit cost is \$467k.
- 82% of the total funding for 31FG as recommended is a loan.
- Four buildings are on foundations and actively under construction; foundations for two more building have been poured and are ready for boxes to be set; boxes for all but one building are on site; remaining boxes complete and ready to ship shortly via steamship.
- Anticipated project completion Q2 2023.

Beyond providing much need quality year-round housing as well as contributing to the Town's "Safe Harbor" status under Chapter 40B, this project is also an opportunity to develop the capabilities of a local nonprofit that can aid more going forward in the Town's efforts to address the critical year-round housing need. All parties agree that we are fortunate to have a builder involved, with an established history on the island in the affordable housing arena, who is far more motivated by serving an important community need than seeking a significant financial return.

Housing Nantucket has represented that with incorporating affordability levels ranging from 50% to 150% AMI that the cash flow for the project, based on the planned rental rates and planning for appropriate reserves and so forth, necessitates the below market interest rate and does not support a quicker repayment of the debt portion.

Impact: Environmental ☐ Fiscal ☒ Community ☒ Other ☐

Board/Commission Recommendation

Recommended by the Affordable Housing Trust (6-0 vote on November 15, 2022).

Public Outreach

N/A

Connection to Existing Applicable Plan (i.e., Strategic Plan, Master Plan, etc.)

N/A

Attachments



1. AHT packet information from 11.15.2022 meeting
2. HN 31FG Funding Request Documentation prepared by Town Counsel for cost adjustments #1 and #2
3. Select Board 1/5/2023 vote





MEETING POSTING

TOWN OF NANTUCKET

Pursuant to MGL Chapter 30A, § 18-25
All meeting **notices and agenda** must be filed and time stamped with the
Town Clerk's Office and posted at least 48 hours prior to the meeting
(excluding Saturdays, Sundays and Holidays)

RECEIVED

2022 NOV 10 AM 10:44
NANTUCKET TOWN CLERK
Posting Number:T 1022

Committee / Board	AFFORDABLE HOUSING TRUST
Day, Date, and Time	TUESDAY, November 15, 2022 @ 12:30PM
Location / Address	REMOTE PARTICIPATION VIA ZOOM (<i>See Below</i>) THE MEETING WILL BE AIRED AT A LATER TIME ON THE TOWN'S GOVERNMENT TV YOUTUBE CHANNEL AT https://www.youtube.com/channel/UC-sgxA1fdoxteLNzRAUHIxA
Signature of Chair or Authorized Person	Hayley Cooke Housing/Real Estate Office Manager
WARNING: IF THERE IS NO QUORUM OF MEMBERS PRESENT, OR IF MEETING POSTING IS NOT IN COMPLIANCE WITH THE OML STATUTE, NO MEETING MAY BE HELD!	

NOVEMBER MEETING AGENDA FOR 11-15-2022 (Subject to change) www.nantucket-ma.gov

Please click on following link to join Zoom Meeting:

<https://us06web.zoom.us/j/88615238340?pwd=d09KQkVKMGplT2lFV0xuMmxpY2kxUT09>

Meeting ID: 886 1523 8340

Passcode: 943499

Purpose: To discuss business as noted below. Electronic copies of the complete text, plans, application, or other material relative to each agenda item are available per request by email to hcooke@nantucket-ma.gov. Please email to request a paper copy and you will be provided a time to retrieve from the Housing Office located in Room 111 at 16 Broad Street between the hours of 8:30 AM and 4:30 PM on weekdays.

Trust Members: Brian Sullivan (Chairman), Reema Sherry (Vice Chair), Meg Browers, Shantaw

Bloise-Murphy, Penny Dey, Dave Iverson, Brooke S. Mohr

Staff: Tucker Holland (Housing Director), Ken Beaugrand (Real Estate Director), Hayley Cooke (Housing & Real Estate Office Manager)

PLEASE LIST BELOW THE TOPICS THE CHAIR
REASONABLY ANTICIPATES WILL BE DISCUSSED AT THE MEETING

- I. CONVENE in Open Session via Zoom
- II. APPROVAL of Agenda
- III. APPROVAL of Minutes
 - Minutes from 11.1.22
- IV. PUBLIC COMMENT for items not otherwise on the agenda
- V. CFAP Application – ACTION
 - Campese, 67 Milestones Rd.
- VI. Year-Round Definitions– DISCUSSION
- VII. Rental Incentive Program– DISCUSSION
- VIII. Warrant Article to Codify Income Limits Served by Trust –REVIEW & DISCUSSION
- IX. Housing Nantucket Request Regarding 31 Fairgrounds Cost Adjustment – DISCUSSION
- X. Dr. Dickler Award – DISCUSSION & ACTION
- XI. Other Business
 - Upcoming Meetings:
 - Regular AHT meeting: December 19, 2022 at 12:30pm (Zoom Meeting)
- XII. Board Comments
- XIII. Executive Session, Pursuant to MGL C. 30A § 21(A)
 - Purpose 6: To consider the purchase, exchange, lease or value of real property where

an open meeting may have a detrimental effect on the negotiating position of the public body.

XIV. Adjourn



75 Old South Road • P.O. Box 3149 • Nantucket, MA 02554 • Tel: 508.228.4422

November 10, 2022

Mr. Brian Sullivan, Chair
Town of Nantucket Affordable Housing Trust Fund
16 Broad Street, Room 111
Nantucket, MA 02554

Re: Request for cost adjustment for 22 units of affordable housing at Wiggles Way

Dear Mr. Sullivan and members of the Affordable Housing Trust,

Good progress is underway on the 22 units of affordable housing currently under construction at 31 Fairgrounds Road aka Wiggles Way. See site photographs and progress updates attached.

The builder has informed us that cost increases in materials, goods, and services necessitates a price adjustment. Construction market and commodity pricing have increased to record levels since our last adjustment in December of '21. The attached KBS modular Pricing/Order Forms were provided to us to illustrate the increased costs of construction.

The necessary price adjustment results in a total increase of \$1,763,000 to the cost of our Land Development Agreement. The revised total project cost will be \$10,279,212.00, inclusive of the \$100k solar infrastructure provision.

Our owner's project manager has looked at the specifics of the redesign on a cost per square foot basis. He has advised us it is in line with what the market would expect right now. He has provided the attached proposed change order to affect those changes should the AHT approve this request.

As you are aware, 100% of the units in this development will be income restricted. Rents are calculated using guidelines issued by the state to determine what is affordable for low-and moderate-income households on Nantucket. There is no scenario we can raise rents beyond these formulas. Our rent rolls cannot absorb an increase in project costs. It is infeasible for us to take on further debt because the project would operate at a loss. Therefore, it is our request that the \$1.763 million in funding to cover these additional expenses be provided as a grant by the Trust to Housing Nantucket.

We look forward to discussing with you soon and seeing this project promptly move forward. Thank you for your ongoing support and generosity.

Sincerely,

Anne Kuszpa
Executive Director

Project Costs & Change Order Calculation Synopsis

Revised Total Project Costs Per B Cassidy - 31 Fairgrounds Common LLC		
\$	4,761,606	KBS Current & Final Pricing for Modular Boxes
x	2	
\$	9,523,212	Construction Cost = Doubled KBS Price, per B Cassidy
\$	9,523,212	Construction Cost
+	\$ 4,150,000	Cost of the Deal (Land + \$550k Development Fee Paid at Closing)
\$	13,673,212	Revised Total Project Cost
\$	13,673,212	Revised Total Project Cost
\$	106,000	Fee for Amendment of the Special Permit
+	\$ 100,000	Provision for Solar Infrastructure
\$	13,879,212	Revised Total Project Cost per B Cassidy, inclusive of \$100k solar infrastructure

Project Costs Itemized Per Land Development Agreement		
\$	3,600,000	Land
+	\$ 6,750,000	Land Development Agreement
\$	10,350,000	Original Deal
\$	3,600,000	Land
\$	6,750,000	Land Development Agreement
\$	1,666,000	Change Order 1 - Dec '21
+	\$ 100,000	\$100k Provision for Solar Infrastructure
\$	12,116,000	Current Land Development Deal

Change Order Calculation		
\$	13,879,212	Revised Total Project Cost per B Cassidy, inclusive of \$100k solar infrastructure
-	\$ (12,116,000)	Current Land Development Deal
\$	1,763,212	Difference
\$	12,116,000	Current Land Development Deal
+	\$ 1,763,212	Change Order 2
\$	13,879,212	Total Project Cost

Quote Date: 09/21/21	Revised: 03/29/22
Sales Rep: M Brennan	Price Revision #

Quote # Q-21-0169-MCB	House #: 3531
Plan Rev #:	SO#

BUILDER: NHA Properties Inc
ADDRESS: Po Box 3149
CITY: Nantucket
STATE: MA ZIP: 02584-3149
CONTACT: Billy Cassidy
CUSTOMER: Fairgrounds Rd Lot 1
SITE ADDRESS: 31 Fairgrounds Rd
CITY: Nantucket
STATE: MA ZIP: 02554
GSL: 25 WIND (Vult): 140

TYPE OF HOUSE:			
Colonial			
SIZE OF HOUSE:	27	x	39
HOUSE INFO:			
Number of Boxes:			4
Number of Line Moves:			4
Total Approx Square Feet for Estimating Purposes:			2,108
Cost Base: 12/22/2021	Program: V21.09.2	Option Book: V21.12.4	

CS-074074

FINAL FINAL FINAL

FOUNDATION:			
> Builder to supply and install Lalley columns, Not KBS			By Builder
> Builder to supply and install Double layer sill plates			By Builder
CONSTRUCTION:			
3 Thermal Bi-Pass Checklist+ RESNET Grade 1 Picture Documentation with sign off			
. Blower door test,HERS rating and all applicable stretch energy town paperwork/requirements are by others			
. Pricing is subject to change once actual specs are provided, fire marshal review and eng structural review.			
. Pricing does not include a sprinkler system.			
Sprinkler system is roughed in at the factory. Sub provided by the builder. Production to call sprinkler co with date and time to rough in. Jamie Popillo ACK Alarm Company Inc 774 212 2779			
. Pricing does not include any HVAC prep or equipment other than what is listed below.			
HVAC system is roughed in at the factory. Sub provided by the builder. Production to call HVAC co with date and time to rough in. Mike Dobert @ The Dobert Companies 617 512 1124			
. Building is not handicap compliant			
FLOOR SYSTEM:			
> 2" x 10" Floor Joists - 16" o.c. / Solid Block Bridging	1st Floor		STD
> 2" x 10" Floor Joists - 16" o.c. / Solid Block Bridging	2nd Floor		STD
. Add 2' strip of 3/4" osb in the attic area to aid the individual that will be applying the onsite spray foam			153
> LF of Open Joist 2000 Floor Trusses ILO Floor Joist			INC
> Decking: 3/4" T&G Plywood (Glued & Nailed)			INC
. At all matwall openings greater than 3' and the flooring is omit/shiploose, the floor sheathing is to be held back 1'-6"			
. If KBS is installing the flooring we are to use the KBS standard hold back of 2"			
. Label material for matwall openings so the set crew will not use it for something else			
EXTERIOR WALLS:			
> 2" x 6" Exterior Walls - 16" o.c.			STD
> 8' Ceiling Height	All Floors		STD
EXTERIOR SHEATHING:			
> 7/16" OSB Wall Sheathing			STD
> EXTERIOR WALL ASSY			34,897
. Interior Finish: 1/2" Sheetrock (Mud, Taped & Painted)			
. Interior Vapor Retarder: NONE PER THE BUILDERS REQUEST> Any required by the AHJ is the responsibility of the GC			
. Exterior Wall Framing: 2x6 Studs @ 16" o.c. - Double top plate - Single bottom plate			
. Air Infiltration: Install 3M 8067 Tape to all exterior wall to exterior wall connections and exterior wall to floor and exterior wall to ceiling connections			
. Exterior Wall Insulation: R-23 Roxul/Rockwool			
. Wall Sheathing: 7/16" OSB			
. Wall Sheathing: 2-1/2" Zip-R Sheathing (R12) Nailed - Seams covered with Zip tape and rolled with roller			
> Dupont Tyvek Drain Vent Rain Screen	Through Eldridge		2,152
. GC to protect the bottom side of the exposed Zip panel. Materials to do so are supplied and installed onsite by the GC			
> Pricing does not include fire rated sheathing between the units. If required, pricing will change to reflect the requirements			0
MARRIAGE WALLS:			
> 2" x 4" Marriage Wall studs - 16" o.c.			STD
MARRIAGE WALL SHEATHING:			
> 7/16" OSB Marriage Wall Sheathing	Completely Sheath		STD
ROOF:			
> 4/12 Pitch Truss - 16" o.c.			STD
> 10/12 rafter roof per prints			1,416
> "Ridge cap" beyond truss at peak is panelized for onsite install.			1,856
> See print detail for eave overhang			
. Kneewalls			
> Kneewalls: 2x4 Studs 16" o.c. Per plans If applicable			STD
. If KBS removes the eave, the roof sheathing needs to remain long with ice+water. (Will keep water out of the walls)			
ROOF SHEATHING:			
> 7/16" OSB Roof Sheathing			STD
GABLE END OVERHANGS:			
> Gable End Overhang are per print detail			718

78	False Eave Overhang								1,086
		SHEETROCK:							
At any smooth transitions the sheetrock is held back 1'6" at each side									
Omit the RC-2 channel in this area and shiploose plywood to take its place									
Label material for matewall openings so the set crew will not use it for something else									
WALLS:									
> 1/2" Thick Sheetrock Throughout									STD
> Add moisture resistant sheetrock to all bath walls. Shiploose if being left off									INC
> 1hr fire rated+insulated wall w/ 5/8" thick type X sheetrock at matewall- Each side									INC
2x8 stair/kitchen wall 1st and 2nd floor to allow for running onsite line sets and wiring to the attic for onsite 2nd floor ceiling cassettes Installed onsite by GC. Leave sheetrock off bays per eng detail									
> Frame access on the 2nd floor wall to access the knewall area for onsite spray foam application to the bottom side of the rafters. May only apply to buildings 1+8									
> Frame access in 1st floor hall closet to access area below stairs									
> Draft stop wall in the attic in buildings 1+8. Does not need to be a fire rated wall									
CEILINGS:									
> 5/8" Sheetrock Throughout (Ceiling) Non fire rated 5/8" 1st floor. Type X at the 2nd floor									373
> Add moisture resistant sheetrock to all bath ceilings 1st floor. Shiploose if being left off									INC
> Leave off sheetrock from 2nd floor sloped ceiling area to allow for onsite spray foam to bottom of roof decking. Shiploose RC2 channel. If truss or rafter needs to be padded down, it is the builder responsibility to supply the material and install onsite. Shiploose sheetrock									Base Deduct
At any smooth transitions the seetrock is to be held back 1'6" at each side									
Omit the RC-2 channel in this area and shiploose plywood to take its place									
Label material for matewall openings so the set crew will not use it for something else									
FINISH:									
> Primer: Sherwin Williams "Builder Solutions" Interior Latex B28W08601							Color: White		STD
> Wall and Ceiling Paint: Sherwin Williams "Promar 200" Interior Latex Flat							Color: Dover White		STD
		DORMERS:							
> DORMER #1:									
> Ft. Shed Dormer, 2" x 6" Exterior Wall & Roof 16" o.c.									INC
> DORMER #2:									
> Ft. Shed Dormer, 2" x 6" Exterior Wall & Roof 16" o.c.									INC
> Note: Shingles & Siding Materials Included S/L									
		INSULATION:							
BASEMENT/CRAWL SPACE:									
> To be provided and installed by Builder on-site									By Builder
EXTERIOR WALLS:									
> R-20 Dense Pack Cellulose Wall Insulation (5-1/2" Wall) (ILO R-21 Fiberglass)									449
> Energy Block For Two Story House									358
> NO Vapor Retarder per GC request. Any required by AHJ will be the responsibility of the GC									STD
ROOF/CEILING:									
> Omit 2nd floor ceiling insulation. Supplied and installed onsite by the GC									-637
Shiploose RC2 channel									
> NO Vapor Retarder per GC request. Any required by AHJ will be the responsibility of the GC									STD
INTERIOR WALLS:									
2 Thermal Bi-Pass Checklist+ RESNET Grade 1 Picture Documentation with sign off									1,180
Blower door test,HERS rating and all applicable stretch energy town paperwork/requirements are by others									
		WEATHER BARRIER:							
See wall assy above									
> Flashing System:									
Windows: Zip Stretch Tape sill pans with Zip System Flashing Tape applied at sides and top									79
Doors: Jamsill Guard sill pans with Zip System Flashing Tape applied at sides and top									INC
Penetrations: Zip Stretch Tape or Zip System Flashing Tape applied at all penetrations through the wall									INC
Seams: Zip Tape at all seams and repair any overdriven nails with Zip liquid flash									INC
		EXTERIOR DOORS & SIDELITES:							
> Windows and doors DO NOT need to be padded out									
EXTERIOR DOOR:									
> Prep all exterior door ROs for 3/4" onsite flooring									
> Omit all exterior doors. RO for an onsite 3068. Doors are supplied and installed onsite by the builder/GC									-1,593
		WINDOWS:							
ANDERSEN WINDOWS:		Windows are 12 week lead time							
Windows and doors DO NOT need to be padded out									
IF THE WINDOWS ARE NOTE AT KBS IN TIME OF PRODUCTION, IT IS THE BUILDERS/GCs RESPONSIBILITY TO ARRANGE SHIPPING FROM KBS TO THE JOB SITE AND INSTALLATION									
Premake window jamb and trim boxes/assys and ship the assy loose. To be installed onsite by the builder/GC									
> Andersen 400 Series Tilt-Wash Double Hung									11,075
Glazing: Low-E4 w/ Heatlock		Screens: Moderate Full Aluminum Screen- Black							
Interior Finish: Pre-Finished White		Exterior Finish: Black							
Hardware: Standard Lock with Tadtional series Hand Lift		Color: White							
Grids: 2 over 2 FDL Permanent Grilles									
1x4 Wide casing w/ sill is supplied and installed onsite by the GC									

> Not impact glass or coastal hardware					
> Casement CR12 KBS to pick handing and show on the prints		Hinge Per prints			
> TW2646					
> TW2032					
Shiploose (2) Stationary Casement unit size 22-1/8"x 44-7/8" windows for building1/lot 1 onsite 2nd floor attachment. Center divider should be wider than normal to mimic a hung window					INC
> Safety Glass for Windows:					
> Safety Glass for Windows	Qty/pricing subject to change pending KBS Engineering and/or 3rd party review				1,680
SIDING & SHUTTERS:					
SIDING:					
> Prep for Double Builder Installed Sill Plate					N/C
> OMIT Mainstreet Double 4" Siding					-4,794
> When siding is omit the light blocks are omit as well					
> See print detail for eave and gable overhang					
> Temp tack 2x for onsite fascia and shadow board					
> GC will be using 5/4" corner boards					
GABLE VENTS					
> None					
NO GABLE END VENTING NEEDED. Any venting required by the AHJ is the responsibility of the GC					
SHUTTERS:					
> None					INC
ROOF SHINGLES:					
> CertainTeed XT-25 3 Tab Shingles	Color	Black			708
> High Wind Nailing for Shingles (6 Nails per full shingle)					112
> Aluminum Drip Edge			Color: (Berger) Pearl Gray		340
> Prebend and shiploose what drip edge cant be installed at the factory					
> See print detail for eave and gable overhang					
> Temp tack 2x for onsite fascia and shadow board					
> GC will be using 5/4" corner boards					
> One Layer 15lb F15 Paper					STD
> (2) Courses of Ice & Water Shield at Eaves and Single course at Valleys					STD
> KBS Standard Ice & Water Shield					STD
> NO RIDGE VENTING NEEDED. Any venting required by yhe AHJ is the responsibility of the GC					
PLUMBING:					
> PVC Drain & Vent Lines					STD
> Pex Supply Lines to Basement, Stubbed at Each Location - Not a Complete Loop					STD
> (2) 3/4" Pex Lines to 2nd Floor for Domestic Water					STD
> Omit the radon vent per the GCs request					
> Any radon venting required by the AHJ is the responsibility onsite by the GC					
HEAT:					
> OMIT Hot Water Baseboard Heaters					-1,063
> Any ERV/HRV duct work for the 2nd floor is run in the stairway wall onsite by the builder/GC					
> No prep or materials are included in this quote for onsite HVAC unless listed					
AIR EXCHANGER:					
> None					
Owners Signature:					
Owner Declines Optional Air Exchanger / HRV Unit.					
ELECTRICAL:					
> 100 AMP Leviton LP310MB 30 slot Panel Box	Location:	1st floor hall	per Living Unit		STD
> Std White Leviton door only. No need for a plywood door					
> Wire for Electric Range and Gas Range			per Living Unit		STD
> (2) GFI Weather Proof Outlets (per code)			per Living Unit		STD
> Television Jacks		Per prints			121
> Phone Jacks (Cat 5)		Per prints			42
> All buildings to have White Toggle switches and std outlet covers					
> Photo Electric Smoke Detectors: BRK #7010B - Each Bedroom (per Code)					STD
> Photo Electric Smoke/Carbon Monoxide Combo Detectors w/Voice: BRK #SC7010BV - Each Bedroom Group (per Code)					STD
> Arc Fault Circuits (per Code)					STD
LIGHTING SCHEDULE:					
> Location	Model#		Qty Total		
> Kitchen (Sink):	Halo #HLB6099FS1EMWR (6" LED Recessed)		2		INC
> Dining:	Progress #P4762-15 "Classic Collection" 3 Lite Chandelier	Chrome	2	Ship loose	INC
> Exterior Door:	OMIT (Wire Only)		4		-401
RECESSED LIGHTING SCHEDULE:					
> Living room- 6 per unit	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		12		499
> Kitchen- 4 per unit	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		8		416
> 1st floor hall- 3 per unit	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		6		250
> Bed 1- 6 per unit	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		12		499
> Bed 2- 4 per unit	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		8		333
> 2nd floor hall/stair landing- 3 per unit	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		6		250
> Bath 3 shower- 1 per unit	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		2		83

		KITCHEN:		
CABINETS:				
> Raise 3/4" for onsite flooring				
IF THE KITCHEN CABINETS ARE NOT AT KBS IN TIME OF PRODUCTION, IT IS THE BUILDERS/GCs RESPONSIBILITY TO ARRANGE SHIPPING FROM KBS TO THE JOB SITE AND INSTALLATION				
Merillat: "Classic" Series Cabinets (Single Roll-Out Trays)				
> Merillat cabinet touch up kit (TUK) - Shiploose				
INC				
> Portrait Maple (5pc Drawer front) - (Painted)				
(ILO STD)				
Color: Cotton				
3,379				
> Note: If full overlay cabinets is selected the corner cabinet will be a BCR style ILO BLS style				
> Toe Kick Material to match Cabinet Color (Note: Material is shipped loosed when Kitchen Flooring is OMIT)				
STD				
> Islands:				
2 3' Island (Includes GFI Recept)				
with out Bartop				
3,097				
> Base Cabinet Upgrades:				
2 Base Waste Basket (Top Mount): BWBT18 (ILO B18)				
539				
> Drawer Base Cabinets:				
2 Four Drawer Base Cabinet: BD24-4D ILO B24L1ST				
241				
SDT - Standard Construction (Includes Dovetail Drawers, Soft Close Drawers and Soft Close Hardware on Doors)				
STD				
COUNTERTOP:				
50 OMIT Standard Postform Laminated Countertop				
-629				
SINK:				
2 OMIT "American Standard" Stainless Steel Double Bowl Sink (Leave Plumbing)				
Color: N/A				
-304				
FAUCET:				
2 OMIT American Standard "Colony Pro" Single Lever Faucet w/ Spray #7074.040.002				
N/A				
-171				
RANGE HOOD:				
2 Delete Range Hood - Prep for spacesaver microwave				
N/C				
APPLIANCES:				
0 Plumb & Wire for D/W with Hammer Arrestor (Omit Cabinet)				
0				
2 Plumb for Ice & Water @ Fridge (with Box and Hammer Arrestor)				
212				
1/2 BATH #1:				
> Raise 3/4" for onsite flooring				
IF THE CABINETS ARE NOT BE AT KBS IN TIME OF PRODUCTION, IT IS THE BUILDERS/GCs RESPONSIBILITY TO ARRANGE SHIPPING FROM KBS TO THE JOB SITE AND INSTALLATION				
VANITY TOP:				
6 OMIT Standard Postform Laminated Countertop				
-75				
SINK:				
2 OMIT American Standard "Aqualyn" Lav #0476.028.020 - (Leave Plumbing)				
-107				
FAUCET:				
2 OMIT American Standard "Colony Pro" Single Lever Faucet #7075.000.002				
-155				
VANITY CABINETS:				
STD				
> Portrait Maple (Solid Drawer Front) - (Painted)				
(ILO STD)				
Color: Cotton				
INC				
2 30" Vanity (VB30FH)				
189				
> SDT - Full Height Vanity Cabinets with Soft Close Hardware (per LF)				
STD				
MEDICINE CABINETS:				
2 Jensen "Horizon" #1451 16"x26" Recessed - Frameless Beveled Edge				
STD				
VANITY LIGHTS:				
2 Vanity Light Bar: Progress Ashford Two Light Polished Chrome Vanity Light P300315-015				
Chrome				
253				
BATH FANS:				
> Bath Fan: Panasonic "Whisper Green Select" FV-0511VKSL2 (with multi speed select & time delay)				
STD				
TOILET:				
Shiploose				
2 Handicap Toilet: American Standard "Cadet Pro" #3517A.101.020 Bowl & #4188A.004.020 Tank - (ILO STD)				
Color: White				
89				
2 Toilet Seat: A/S Elongated Slow Close #5257A.65MT.020 (White)				
STD				
ACCESSORIES (SHIPPED LOOSE):				
2 Paper Holder: American Standard "C-Series" #8337.230.002				
Color: Chrome				
STD				
2 Towel Ring: American Standard "C-Series" #8337.190.002				
Color: Chrome				
STD				
BATHROOM #2:				
> Raise 3/4" for onsite flooring				
IF THE CABINETS ARE NOT BE AT KBS IN TIME OF PRODUCTION, IT IS THE BUILDERS/GCs RESPONSIBILITY TO ARRANGE SHIPPING FROM KBS TO THE JOB SITE AND INSTALLATION				
VANITY TOP:				
6 OMIT Standard Postform Laminated Countertop				
-75				
SINK:				
2 OMIT American Standard "Aqualyn" Lav #0476.028.020 - (Leave Plumbing)				
-107				
FAUCET:				
2 OMIT American Standard "Colony Pro" Single Lever Faucet #7075.000.002				
-155				
VANITY CABINETS:				
STD				
> Portrait Maple (Solid Drawer Front) - (Painted)				
(ILO STD)				
Color: Cotton				
INC				
2 30" Vanity (VB30FH)				
189				
> SDT - Full Height Vanity Cabinets with Soft Close Hardware (per LF)				
STD				
MEDICINE CABINETS:				
2 Jensen "Horizon" #1451 16"x26" Recessed - Frameless Beveled Edge				
STD				
VANITY LIGHTS:				
2 Vanity Light Bar: Progress Ashford Two Light Polished Chrome Vanity Light P300315-015				
Chrome				
253				

BATH FANS:				
> Bath Fan: Panasonic "Whisper Green Select" FV-0511VKSL2 (with multi speed select & time delay)				STD
TOILET:				
. Shiploose				
2 Handicap Toilet: American Standard "Cadet Pro" #3517A.101.020 Bowl & #4188A.004.020 Tank - (ILO STD)		Color: White		89
2 Toilet Seat: A/S Elongated Slow Close #5257A.65MT.020 (White)				STD
TUBS / SHOWERS:				
> Showers:				
Prep/plumb for onsite tiled shower: Install controls, vent & drain. Insulate shower walls with R-11 fiberglass. Install 1/2" Durock on wall from ceiling to 12" above floor. Shiploose balance of Durock to be installed by Builder. Slope floor, curb, drain and all material to finish is supplied+ installed onsite by the builder				INC
> Faucet:				
2 American Standard "Colony Pro" Shower Diverter Trim Kit #TU075.507.002 with RU108ESS Valve (Chrome)		Color: Chrome		STD
ACCESSORIES (SHIPPED LOOSE):				
2 24" Towel Bar: American Standard "C-Series" #8337.024.002		Color: Chrome		STD
2 Paper Holder: American Standard "C-Series" #8337.230.002		Color: Chrome		STD
2 Towel Ring: American Standard "C-Series" #8337.190.002		Color: Chrome		STD
BATHROOM #3:				
> Raise 3/4" for onsite flooring				
IF THE CABINETS ARE NOT BE AT KBS IN TIME OF PRODUCTION, IT IS THE BUILDERS/GCs RESPONSIBILITY TO ARRANGE SHIPPING FROM KBS TO THE JOB SITE AND INSTALLATION				
VANITY TOP:				
6 OMIT Standard Postform Laminated Countertop				-75
SINK:				
2 OMIT American Standard "Aqualyn" Lav #0476.028.020 - (Leave Plumbing)				-107
FAUCET:				
2 OMIT American Standard "Colony Pro" Single Lever Faucet #7075.000.002				-155
VANITY CABINETS:				
> Portrait Maple (Solid Drawer Front) - (Painted)	(ILO STD)	Color: Cotton		INC
2 36" Vanity (VB36FH)				209
> SDT - Full Height Vanity Cabinets with Soft Close Hardware (per LF)				STD
MEDICINE CABINETS:				
2 Jensen "Horizon" #1451 16"x26" Recessed - Frameless Beveled Edge				STD
VANITY LIGHTS:				
2 Vanity Light Bar: Progress Ashford Two Light Polished Chrome Vanity Light P300315-015	Chrome			253
BATH FANS:				
> Bath Fan: Panasonic "Whisper Green Select" FV-0511VKSL2 (with multi speed select & time delay)				STD
TOILET:				
. Shiploose				
2 Handicap Toilet: American Standard "Cadet Pro" #3517A.101.020 Bowl & #4188A.004.020 Tank - (ILO STD)		Color: White		89
2 Toilet Seat: A/S Elongated Slow Close #5257A.65MT.020 (White)				STD
TUBS / SHOWERS:				
Prep/plumb for onsite tiled shower: Install controls, vent & drain. Insulate shower walls with R-11 fiberglass. Install 1/2" Durock on wall from ceiling to 12" above floor. Shiploose balance of Durock to be installed by Builder. Slope floor, curb, drain and all material to finish is supplied+ installed onsite by the builder				INC
Waterproofing and window trim supplied and installed onsite by the GC in the shower area. Window comes with jamb receiver. KBS is not responsible for any moisture issue/s at any time regarding the window area.				
> Faucet:				
2 American Standard "Colony Pro" Shower Diverter Trim Kit #TU075.507.002 with RU108ESS Valve (Chrome)		Color: Chrome		STD
ACCESSORIES (SHIPPED LOOSE):				
2 24" Towel Bar: American Standard "C-Series" #8337.024.002		Color: Chrome		STD
2 Paper Holder: American Standard "C-Series" #8337.230.002		Color: Chrome		STD
2 Towel Ring: American Standard "C-Series" #8337.190.002		Color: Chrome		STD
INTERIOR DOORS & TRIM:				
TRIM:				
> Note: Full length base trim is shipped loose for onsite install at onsite flooring locations				
> Windsor One Farmhouse Trim Package (1x4 Casing with 5/4x4 Head) (ILO STD):				541
> Farmhouse Trim Package - (1 x 6 Base Molding)				915
Waterproofing and window trim supplied and installed onsite by the GC in the shower area. Window comes with jamb receiver. KBS is not responsible for any moisture issue/s at any time regarding the window area.				
DOORS:				
> Masonite "Heritage Series" Solid Core - Smooth Finish (ILO STD)	3 Panel "Winslow"			844
Note: Bifold doors are not available as Solid Core - Bifolds will be Hollow core				
HARDWARE:				
Only the interior hardware is Chrome				
> Lockset: Kwikset "Hancock" - Interior Knob (ILO STD)		Polished Chrome		STD
WINDOW SILLS & SASHES:				
> Picture Frame Window - No Sills				STD
> Window Sill - Kitchen Sink Window (KBS STD)				STD
Window jamb and casing at bath 3 shower windows are supplied and installed onsite by the GC.				
PAINT:				
> Trim and Door Paint: Sherwin Williams "Promar 200" Latex Semi-gloss		Color: Extra White		STD
SHELVING:				
> Ventilated Wire Shelving - White				STD
> (1) 12" Deep Shelf with Open Slide Rod @ Closets / Wardrobes				STD
STAIRS:				

Pricing/Order Form

Date Printed: 8/23/2022

. Raise top, bottom 3/4" for onsite flooring. Platform getting onsite 3/4"					
. 3/4" flooring on the platform is supplied and installed onsite by the builder.					
> Oak Stairs:					
2 Cust supplied finished stair treads and birch risers (Risers by KBS) (Painted) (ILO STD)					301
. The builder is supplying KBS with 5/4" finished stair treads for us to install					
HANDRAIL:					
> Rake half wall with painted pine cap at the platform up					
Shiploose Builder installed material: (2) 10' Painted White Poplar LJ-6042 Railing, (4) DJ130-619 (Nickel) wall brackets and 4 White Poplar LJ-7027 Rosettes. All					
> quantities per unit					
> Handrail is cut and installed onsite by the GC					
FLOOR COVERINGS:					
> No Flooring Included					
MISC. OPTIONS:					
> Building 1 bath 4 area that connects to the adjacent building is built onsite by the builder					
> LF of 1/2 Wall with painted pine cap			At top of the stairs		69
PORCHES/DECKS:					
33	5' Deep Pressure Treated Farmers Porch (Includes: Posts. Railings, Balusters and Decking are onsite by the GC/builder)		Panelized. Shingled onsite		5,062
33	5' Deep Pressure Treated Farmers Porch (Includes: Posts. Railings, Balusters and Decking are onsite by the GC/builder)		Panelized. Shingled onsite		5,062
9.5	4' Deep Pressure Treated Farmers Porch (Includes: Posts. Railings, Balusters and Decking are onsite by the GC/builder)		Panelized. Shingled onsite		1,315
> Floor Framing: Pressure Treated 2x8 Floor Joists by KBS			Joist Spacing: 12"oc		
> Posts: Pressure Treated 6x6					STD
> Porch Ceiling onsite by the GC					
> Porch Header Beam supplied by KBS - Wrapped onsite with 1x Cedar board supplied by GC					
. No other entry roof/s are included in this pricing					
SHIP LOOSE: (Additional)					
3	CertainTeed XT-25 3 Tab Shingles		To match main house		478
. All other materials for shingling the onsite roof between the units is onsite by the builder					
. For onsite overhang connector					
ON-SITE REQUIREMENTS:					
> Foundation survey to make sure it is level and square is the responsibility of the Builder					By Builder
> Sill plates installed level and square with a 1/4" tolerance are the responsibility of the Builder					By Builder
> Lally columns and plates on-site for day of set are the responsibility of the Builder					By Builder
> Cost of off site storage area if needed for the modules is the responsibility of the Builder					By Builder
> Police details on-site if required are the responsibility of the Builder					By Builder
> Police Escorts from storage site to Job site if required are the responsibility of the Builder					By Builder
> Trash Dumpster available for the day of set is the responsibility of the Builder					By Builder
TOTAL OPTIONS:					74,189
					282,604
TOTAL BASE & OPTIONS (No Set Fees, Transportation, Engineering or Seals):					356,793
STATE SALES TAX:			MA Tax Payer ID 10753317		
			Certificate # 1281034240		
TOTAL F.O.B.					356,793
STATE SEALS:					
4	Massachusetts Modular Seal				400
4	Third Party Approval Seal (Required in all States)				260
FREIGHT & PERMITS:					
Frames are not to exceed 50' in length unless okd by sales. 5 total frames					
Keep parts frames to less than 9' wide unless okd by sales					
PERMITS: (Permit needed for each State traveled through)					
> Permits are included in Freight cost listed below					INC
FREIGHT:					
> Boxes are picked up by the builder. Escorts/flag cars by the builder.					33,625
. This fee includes all permits by KBS. KBS to pull permits Contact is Bill Cassidy for truck information 508 735 5159					
. Police escorts arranged by KBS					
. Frames must be returned to KBS within 2 week of being dropped off					
Truck On-Site:					
> None					
TOTAL ESTIMATED DELIVERED PRICE (Does not include Crane or Set):					391,078

Pricing/Order Form

Date Printed: 8/23/2022

✓	Price / Square Foot before set costs.	\$185.52
✓	Items shown as optional are not included in price.	
•		
•		
	NOTE: THIS QUOTE CONTAINS COMMODITY ITEMS THAT ARE SUBJECT TO MARKET VOLATILITY AND MAY BE SUBJECT TO PRICE ADJUSTMENT AT TIME OF PROCUREMENT. LOCKED IN PRICING FOR COMMODITY PORTION OF THE PROJECT IS AVAILABLE UPON REQUEST AND REQUIRES PAYMENT FOR STORED MATERIAL	
	NOTE: THIS IS A PRELIMINARY ESTIMATE ONLY SUBJECT TO ENGINEERING REVIEW.	
•		
	THIS ESTIMATE REFLECTS STATE CODE CONFORMANCE. IT IS THE BUILDERS RESPONSIBILITY TO ALERT KBS OF ANY LOCAL CODE REQUIREMENTS.	
•		
	THIS QUOTE IS GOOD FOR 7 DAYS FROM ORIGINAL QUOTE DATE. KBS HAS THE UNILATERAL RIGHT TO REPRICE QUOTES AFTER 7 DAYS. FINAL PRICE IS ONLY ACCEPTED AND LOCKED IN ONCE A SALES AGREEMENT IS MUTUALLY SIGNED	
	NEW PRICES FOR OPTIONS WILL NOT REQUIRE A NEW QUOTE AS LONG AS THE FOOTPRINT AND ROOF DESIGN REMAIN UNCHANGED	
•		
•		
•		

Quote Date: 09/28/21	Revised: 04/15/22
Sales Rep: M Brennan	Price Revision #

Quote # Q-21-0195-MCB	House #: 3553
Plan Rev #:	SO#

BUILDER:	NHA Properties Inc		
ADDRESS:	Po Box 3149		
CITY:	Nantucket		
STATE:	MA	ZIP:	02584-3149
CONTACT:	Billy Cassidy		
CUSTOMER:	Fairgrounds Rd Lot 2		
SITE ADDRESS:	31 Fairgrounds Rd		
CITY:	Nantucket		
STATE:	MA	ZIP:	02554
GSL:	25	WIND (Vult):	140

TYPE OF HOUSE:			
Custom			
SIZE OF HOUSE:	50	x	25
HOUSE INFO:			
Number of Boxes:			8
Number of Line Moves:			5
Total Approx Square Feet for Estimating Purposes:			2,234
Cost Base:	3/16/2022	Program:	V21.09.2
		Option Book:	22.03.02

CS License CS-074074

Exp 10-25-2022

FINAL Contract

William Stevens

FOUNDATION:			
> Builder to supply and install Lalley columns, Not KBS			By Builder
> Builder to supply and install Double layer sill plates			By Builder
CONSTRUCTION:			
3 Thermal Bi-Pass Checklist+ RESNET Grade 1 Picture Documentation with sign off			
Blower door test,HERS rating and all applicable stretch energy town paperwork/requirements are by others			
Pricing is subject to change once actual specs are provided, fire marshal review and eng structural review.			
Sprinkler to be roughed in at the factory by the builder			
Sprinkler system is roughed in at the factory. Sub provided by the builder. Production to call sprinkler co with date and time to rough in. Jamie Popillo @ ACK Alarm Company Inc 774 212 2779			
Pricing does not include any HVAC prep or equipment unless listed.			
HVAC system is roughed in at the factory. Sub provided by the builder. Production to call HVAC co with date and time to rough in. Mike Dobert @ The Dobert Companies 617 512 1124			
Building is not handicap compliant			
FLOOR SYSTEM:			
> 2" x 10" Floor Joists - 16" o.c. / Solid Block Bridging	1st Floor		STD
> 2" x 10" Floor Joists - 16" o.c. / Solid Block Bridging	2nd Floor		STD
> Add (2") of 3/4" osb in the attic area to aid the individual that will be applying the onsite spray foam			380
> Decking: 3/4" T&G Plywood (Glued & Nailed)			INC
At all mawall openings greater than 3' and the flooring is omit/shiploose, the floor sheathing is to be held back 1'-6"			
If KBS is installing the flooring we are to use the KBS standard hold back of 2"			
Label material for mawall openings so the set crew will not use it for something else			
EXTERIOR WALLS:			
> 2" x 6" Exterior Walls - 16" o.c.			STD
> 8' Ceiling Height	All Floors		STD
EXTERIOR SHEATHING:			
> 7/16" OSB Wall Sheathing			STD
> EXTERIOR WALL ASSY			9,313
Interior Finish: 5/8" Sheetrock Type X (Mud, Taped & Painted)			14,816
Interior Vapor Retarder: NONE PER THE BUILDERS REQUEST> Any required by the AHJ is the responsibility of the GC			
Exterior Wall Framing: 2x6 Studs @ 16" o.c. - Double top plate - Single bottom plate			
Air Infiltration: Install 3M 8067 Tape to all exterior wall to exterior wall connections and exterior wall to floor and exterior wall to ceiling connections			
Exterior Wall Insulation: R-23 Mineral Wool Insulation			
Wall Sheathing: 7/16" OSB, 2-1/2" Zip-R Sheathing (R12) - Seams covered with Zip tape. (Fire rated walls to have an additional layer of exterior rated 5/8" type X Cabot Blue Glass or equivalent. See eng detail for application/requirements/location)			702
Fire rated exterior wall assy between units per KBS prints. See eng detail for application/requirements/location			
> Dupont Tyvek Drain Vent Rain Screen	Shiploose 1st floor	POTENTIAL LEAD TIME ITEM	3,257
GC to protect the bottom side of the exposed Zip panel. Materials to do so are supplied and installed onsite by the GC			
Due to shear wall straps see eng detail for shiploose ZIP R specifics			
MARRIAGE WALLS:			
> 2" x 4" Marriage Wall studs - 16" o.c.			STD
MARRIAGE WALL SHEATHING:			
> 7/16" OSB Marriage Wall Sheathing	Completely Sheath		STD
ROOF:			
> 7/12 Pitch Truss - 16" o.c.			STD
> 10/12 rafter roof per prints 16"oc			1,404
> 9.75/12 rafterroof per prints 16"oc			
> Upper rafter beyond truss at peak is panelized for onsite install.			1,856
> Valley set panels are shipped loose for onsite install and shingling			1,580
> See print detail for eave overhang			
If KBS removes the eave, the roof sheathing needs to remain long with ice+water. (Will keep water out of the walls)			
ROOF SHEATHING:			
> 7/16" OSB Roof Sheathing			STD
GABLE END OVERHANGS:			

> Gable End Overhang are per print detail					977
SHEETROCK:					
At any smooth transitions the sheetrock is held back 1'6" at each side					
Omit the RC-2 channel in this area and shiploose plywood to take its place					
Label material for mawall openings so the set crew will not use it for something else					
WALLS:					
> 5/8" Sheetrock Throughout (Walls) Type X					See prints for detail assemblies 1,307
> 5/8" Moisture resistant sheetrock to all bath walls					263
2x8 or 2x10 stair wall (per prints) 1st and 2nd floor to allow for running onsite HVAC/line sets/wiring to the attic for onsite HVAC unit. All items are installed onsite by GC. Leave sheetrock off bays per eng detail					
Frame access on the 2nd floor wall to access the kneewall area for onsite spray foam application to the bottom side of the rafters. Only applicable on certain buildings					
CEILINGS:					
> 2 layers of 5/8" Type X Sheetrock Throughout (Ceiling) ILO STD					See prints for detail assemblies 2,094
Leave off sheetrock from 2nd floor sloped ceiling to allow for onsite spray foam to bottom of roof decking. Shiploose RC2 channel as needed. If truss or rafter needs to be padded down, it is the builder responsibility to supply the material and install onsite. Shiploose sheetrock					Base Deduct
> Add 5/8" moisture resistant sheetrock to all bath ceilings					263
3 Fire Rated Insulated Lockable Access Door NTC24"x36					842
> Fire rating of any ceiling penetrations left open at the factory are to be completed onsite by the builder					
At any smooth transitions the seetrock is to be held back 1'6" at each side					
Omit the RC-2 channel in this area and shiploose plywood to take its place					
Label material for mawall openings so the set crew will not use it for something else					
FINISH:					
> Primer: Sherwin Williams "High Build" Interior Latex B28W08601					Color: White STD
> Wall and Ceiling Paint: Sherwin Williams "Promar 400" Interior Latex Flat					Color: Dover White STD
DORMERS:					
> 'A' DORMERS:					
1 A Dormer Assembled (w/o windows)					INC
> DORMER #1:					
> Ft. Shed Dormer, 2" x 6" Panelized Exterior Wall & Roof 16" o.c. (w/o Windows)					INC
> DORMER #2:					
> Ft. Shed Dormer, 2" x 6" Panelized Exterior Wall & Roof 16" o.c. (w/o Windows)					INC
> Note: Shingles & Siding Materials Included S/L					
INSULATION:					
BASEMENT/CRAWL SPACE:					
> To be provided and installed by Builder on-site					By Builder
EXTERIOR WALLS:					
> R-23 Mineral Fiber Wall Insulation (5-1/2" Wall) (ILO R-21 Fiberglass)					836
> NO Vapor Retarder per GC request. Any required by AHJ will be the responsibility of the GC					STD
> Energy Blocks:					
1 Energy Block For Two Story House					354
ROOF/CEILING:					
2 layers of R19 unfaced fiberglass batt insulation in the entire 1st floor ceiling cavity with 1 additional row of R11 fiberglass batt insulation around the exterior perimeter of the building. Use black strapping over the top of the insulation to secure insulation during the set so it will not blow away.					1,307
> Omit 2nd floor ceiling insulation. Supplied and installed onsite by the GC					-519
> NO Vapor Retarder per GC request. Any required by AHJ will be the responsibility of the GC					STD
> Fire Rated Insulated Lockable Access Door NTC24"x36					281
INTERIOR WALLS:					
Shiploose if at an open bay for chase					
> Insulate 2x4 interior walls with R-11 unfaced Bath shower walls					77
> Insulate 2x6 or 2x8 interior walls with R-19 unfaced Bath shower walls					81
3 Thermal Bi-Pass Checklist+ RESNET Grade 1 Picture Documentation with sign off					1,755
Blower door test,HERS rating and all applicable stretch energy town paperwork/requirements are by others					
WEATHER BARRIER:					
See wall assy above					
> Flashing System:					
Windows: Zip Stretch Tape sill pans with Zip System Flashing Tape applied at sides and top					79
Doors: Jamsill Guard sill pans with Zip System Flashing Tape applied at sides and top					INC
Penetrations: Zip Stretch Tape or Zip System Flashing Tape applied at all penetrations through the wall					INC
Seams: Zip Tape at all seams and repair any overdriven nails with Zip liquid flash					INC
EXTERIOR DOORS & SIDELITES:					
See special eng framing detail/stepping for install					
> Windows and doors DO NOT need to be padded out					
EXTERIOR DOOR:					
> Raise doors 5/8" for onsite flooring					
> 6-5/8" jamb					
2 3'0" x 6'-8" Therna-Tru S220, Raised 2 Panel, (No Glass), Smooth Star Fiberglass					293
3 3'0" x 6'-8" Therna-Tru S1205SDL LE, Simulated Divided Lite, 4 lite, Smooth Star Fiberglass					2,173
5 Door Frame: Final Frame TruGuard White Composite (Paintable/Stainable)					293
5/8" layer of sheetrock, 2x6 wall, 7/16osb sheathing and 2-1/2" Zip R. Fire rated wall (exterior) will have an additional 5/8" sheetrock					
5 Hinges: (3) 4" x 4" Self-Aligning Ball Bearing Hinge - 5/8" Radius					Color: Black STD

5	Door Sill:	Tru Defense Composite Sill (Adjustable Cap with Lightwood finish - Aluminum sill with Mill Finish and Sill Cover)	STD
5	Door Prep:	Double Bore (2-1/8" diameter with 2-3/4" backset) - Holes are 5-1/2" center to center	50
5	Exterior Trim:	5/4"x4" Final Frame WITH OUT built in "J" Channel (Paintable/Stainable)	-72
5	Kickboard:	NONE	STD
5	STD Finish:	Primed/ Unfinished	STD
Builder or Homeowner is required to paint all sides (within 3 mos) to maintain warranty			
Doors are painted onsite by the GC			
HARDWARE: Only the exterior doors have Black hardware. Interior+Exterior			
5	Lockset: Kwikset "Hancock"	Exterior Knob	Color: Iron Black
5	Deadbolt: Kwikset Signature Series Single Cylinder 980 - (Iron Black) - Installed		166
Note: All Final Door Adjustments by Builder in Field			By Builder
WINDOWS:			
WINDOWS ARE A 22 WEEK LEAD TIME			
Windows and doors DO NOT need to be padded out			
IF THE WINDOWS ARE NOT AT KBS IN TIME OF PRODUCTION, IT IS THE BUILDERS/GCs RESPONSIBILITY TO ARRANGE SHIPPING FROM KBS TO THE JOB SITE AND INSTALLATION			
Ship loose all material for the builder to be able to install the windows onsite if they are not here in time			
>	Andersen A Series Storm Watch		35,635
Glazing: High Performance Low-E4 HEATLOCK Screens: Moderate Full Screen Aluminum			
Interior Finish: Pre-Finished White		Exterior Finish:	Dove Gray
Hardware: Classic Series		Color:	White
Grids: 2 over 2 FDL			
Casements With Corrosion Resistant Hardware			
ADD WINDOW OPENING CONTROL DEVICE TO ALL WINDOWS			
1x4 Wide casing w/ sill is supplied and installed onsite by the GC			
> GC/builder accepts casement swing per KBS prints			
> Ship loose drip caps			
Casement Windows			
CASEMENT AND FIXED WINDOWS TO HAVE WIDE CENTER BAR TO MIMIC A HUNG WINDOW			
SHIP LOOSE WINDOW DRIP CAPS			
>	Casement ACW2024	Per prints	INC
>	Casement ACW2648, Egress for bedrooms. 1 per bed	Per prints	INC
>	Double Hung ADH2648	Per prints	INC
>	Double Hung ADH2850	Per prints	1,598
>	Ship loose (1) APW2038 fixed window for building 2/lot 2 for attic area	Per prints	INC
>	Ship loose (1) APW2024 fixed window for building 2/lot 2 for attic area	Per prints	INC
Drip caps are shipped loose for onsite install			
> Safety Glass for Windows:			
>	Safety Glass for Windows	Qty/pricing subject to change pending KBS Engineering and/or 3rd party review	860
SIDING & SHUTTERS:			
SIDING:			
>	Prep for Double Builder Installed Sill Plate		N/C
>	OMIT Mainstreet Double 4" Siding -		-6,046
> When siding is omit the light blocks are omit as well			
> See print detail for eave and gable overhang			
>	Primed Finger Jointed Radiata Primed Pine 1x8 fascia with 1x3 shadow board by KBS.		4,438
Install what can be done at the factory. Ship loose the remaining to be installed onsite by the GC			
GC using 5/4" corner boards			
GABLE VENTS			
>	None		
>	OMIT Aluminum Fascia & Vinyl Soffit		
NO GABLE END VENTING PER GC REQUEST. Any venting required by The AHJ is the responsibility of the GC			
SHUTTERS:			
>	None		INC
ROOF SHINGLES:			
>	CertainTeed XT-25 3 Tab Shingles	Color: Nickel Gray	702
Ship loose what shingles can't be installed at the factory			
>	High Wind Nailing for Shingles (6 Nails per full shingle)		19
>	Aluminum Drip Edge	Color: White	STD
See print detail for eave and gable overhang			
Building will have Finger Jointed Radiata Primed Pine 1x8 fascia with 1x3 shadow board			Inc Above
Install what can be done at the factory. Ship loose the remaining to be installed onsite by the GC			
>	One Layer 15lb F15 Paper		STD
>	(2) Courses of Ice & Water Shield at Eaves and Single course at Valleys		STD
>	KBS Standard Ice & Water Shield		STD
NO RIDGE VENTING NEEDED. Any venting required by the AHJ is the responsibility of the GC			
PLUMBING:			
AVOID/ LIMIT ELECTRICAL OR PLUMBING IN THE CHASEWAYS			
>	PVC Drain & Vent Lines		STD
>	Pex Supply Lines to Basement, Stubbed at Each Location - Not a Complete Loop		STD
>	(2) 3/4" Pex Lines to 2nd Floor for Domestic Water		STD

1	Plumb & Wire for Washer with Hammer Arrester					181
>	NO condensation lines run by KBS					
>	Omit the radon vent per the GCs request					
.	Any radon venting required by the AHJ is the responsibility onsite by the GC					
.	No prep or materials are included in this quote for onsite HVAC unless listed					
.	HEAT:					
>	OMIT Hot Water Baseboard Heaters					-1,118
.	Any ERV/HRV duct work for the 2nd floor is run in the stairway wall onsite by the builder/GC					
.	No prep or materials are included in this quote for onsite HVAC					
.	AIR EXCHANGER:					
>	None					
.	Owners Signature:					
.	Owner Declines Optional Air Exchanger / HRV Unit.					
.	ELECTRICAL:					
.	AVOID/ LIMIT ELECTRICAL OR PLUMBING IN THE STAIR CHASE WAYS					
>	100 AMP LP310MB 30 Slot Leviton Panel Box	Location:	Per prints	per Living Unit		STD
.	Main breaker in the bottom of the panel					
1	Relocate Panel box to opposite box					306
.	Add pre made fire rated boxes for any ceiling penetrations done at KBS unles completion of work is done onsite					3,159
>	All 15+20 amp circuits located in modules without a panel box will be connected with amp connectors at matewall cross overs					
>	Wire for Electric Range and Gas Range			per Living Unit		STD
1	Wire for Electric Dryer (Incls. Breaker, Dryer Box and Venting to the Exterior)					149
.	Dryer venting will need to be run below the matewall onsite by the GC					
>	GFI Weather Proof Outlets (per Prints)					STD
3	Additional GFI Weatherproof Outlet					181
15	Television Jacks					163
8	Phone Jacks (Cat 5)					101
>	All buildings to have White Toggle switches and std outlet covers					
>	Add Single gang box box and conduit for onsite fire monitoring system. See print for location and details					1,141
.	Fire monitoring box and condit for the 2nd floor is stubbed up into the attic area					
.	Make sure fire monitoring boxes that are installed at KBS are not installed behind the swing of a door					
>	Photo Electric Smoke Detectors: BRK #7010B - Each Bedroom (per Code)					STD
>	Photo Electric Smoke/Carbon Monoxide Combo Detectors w/Voice: BRK #SC7010BV - Each Bedroom Group (per Code)					STD
>	Arc Fault Circuits (per Code)					STD
LIGHTING SCHEDULE:						
.	Location	Model#		Qty Total		
>	Kitchen (Sink):	Halo #HLB6099FS1EMWR (6" LED Recessed)		3		INC
>	Dining:	Progress #P4762-15 "Classic Collection" 3 Lite Chandelier	Chrome	3	Ship loose	INC
>	Exterior Door:	OMIT (Wire Only)		5		-497
RECESSED LIGHTING SCHEDULE:						
.				Qty		
>	Foyer unit 2	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		1		41
>	Kitchen unit 2	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		3		82
>	Living room unit 2	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		3		165
>	2nd floor top of stairs hall unit 2	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		1		41
>	2nd floor hall inside door unit 2	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		1		41
>	Bed 1 unit 2	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		4		165
>	Bath 2 shower unit 2	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		1		41
>	Foyer unit 1	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		1		41
>	Hall 1st floor unit 1	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		2		82
>	Living room unit 1	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		6		247
>	Kitchen unit 1	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		4		165
>	Hall/stair 2nd floor unit 1	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		2		41
>	Bed 1 unit 1	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		4		165
>	Bed 2 unit 1	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		4		165
>	Bath 2 shower unit 1	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		1		41
>	Foyer unit 3	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		2		41
>	Kitchen unit 3	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		3		82
>	Living room unit 3	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		3		165
>	Hall/stairs 2nd floor unit 3	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		2		82
>	Bed 1 unit 3	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		5		165
>	Bath 2 shower unit 3	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		1		41
.	KITCHEN:					
CABINETS:						
.	Raise 5/8" for onsite flooring					
.	Merillat: "Classic" Series Cabinets (Single Roll-Out Trays)					
>	Merillat cabinet touch up kit (TUK) - Shiploose					INC
>	Portrait Maple (5pc Drawer front) - (Painted)	(ILO STD)	Color: Cotton			2,932
>	Additional LF of Merillat STD Cabinets (Base & Overhead)					3,240
>	Note: If full overlay cabinets is selected the corner cabinet will be a BCR style ILO BLS style					
>	Toe Kick Material to match Cabinet Color (Note: Material is shipped loosed when Kitchen Flooring is OMIT)					STD
>	Islands:	Only at one unit. See plans				

1	4' Island (Includes GFI Receipt)	with out Bartop		1,106
> Base Cabinet Upgrades:				
3	Base Waste Basket (Top Mount): BWBT18 (ILO B18)			802
1	Sink Base SB33 unit 1			
> Base Corner Revolving BCR36 ILO STD due to full overlay cabinetry				
> Cabinet above the fridge in unit 1 is omit				
> Drawer Base Cabinets:				
1	Four Drawer Base Cabinet: BD21-4D ILO B21L1ST	Per prints		120
2	Four Drawer Base Cabinet: BD12-4D ILO B12L1ST	Per prints		165
. SDT - Standard Construction (Includes Dovetail Drawers, Soft Close Drawers and Soft Close Hardware on Doors)				STD
COUNTERTOP:				
35	OMIT Standard Postform Laminated Countertop			-437
SINK:				
3	OMIT "American Standard" Stainless Steel Double Bowl Sink (Leave Plumbing)	Color: N/A		-591
FAUCET:				
3	OMIT American Standard "Colony Pro" Single Lever Faucet w/ Spray #7074.040.002	N/A		-270
RANGE HOOD: Unit 1+ unit 2 will need to be non venting/recirculating				
3	Delete Range Hood - Prep for spacesaver microwave			N/C
APPLIANCES:				
0	Plumb & Wire for D/W with Hammer Arrestor (Omit Cabinet)			-260
3	Plumb for Ice & Water @ Fridge (with Box and Hammer Arrestor)			316
1/2 BATH #1:				
. Raise 5/8" for onsite flooring				
3	OMIT Standard Postform Laminated Countertop			-37
SINK:				
1	OMIT American Standard "Aqualyn" Lav #0476.028.020 - (Leave Plumbing)			-52
FAUCET:				
1	OMIT American Standard "Colony Pro" Single Lever Faucet #7075.000.002			-82
VANITY CABINETS:				
. Portrait Maple (Solid Drawer Front) - (Painted)				(ILO STD) Color: Cotton
1	30" Vanity (VB30FH)			94
> SDT - Full Height Vanity Cabinets with Soft Close Hardware (per LF)				STD
MEDICINE CABINETS:				
1	Jensen "Horizon" #1451 16"x26" Recessed - Frameless Beveled Edge			STD
VANITY LIGHTS:				
1	Vanity Light Bar: Progress Ashford Two Light Polished Chrome Vanity Light P300315-015	Chrome		126
BATH FANS:				
> Bath Fan: Panasonic "Whisper Green Select" FV-0511VKSL2 (with multi speed select & time delay)				STD
. Radiation Damper: Panasonic PCRD05C5				
TOILET:				
. Shiploose				
1	Handicap Toilet: American Standard "Cadet Pro" #3517A.101.020 Bowl & #4188A.004.020 Tank - (ILO STD)	Color: White		44
1	Toilet Seat: A/S Elongated Slow Close #5257A.65MT.020 (White)			STD
. Add blocking in the walls for future grab bars				
ACCESSORIES (SHIPPED LOOSE):				
1	Paper Holder: American Standard "C-Series" #8337.230.002	Color: Chrome		STD
1	Towel Ring: American Standard "C-Series" #8337.190.002	Color: Chrome		STD
BATHROOM #2:				
. Raise 5/8" for onsite flooring				
VANITY TOP:				
8	OMIT Standard Postform Laminated Countertop			-100
SINK:				
3	OMIT American Standard "Aqualyn" Lav #0476.028.020 - (Leave Plumbing)			-156
FAUCET:				
3	OMIT American Standard "Colony Pro" Single Lever Faucet #7075.000.002			-246
VANITY CABINETS:				
> Portrait Maple (Solid Drawer Front) - (Painted)				(ILO STD) Color: Cotton
3	30" Vanity (VB30FH)			282
> SDT - Full Height Vanity Cabinets with Soft Close Hardware (per LF)				STD
MEDICINE CABINETS:				
2	Jensen "Horizon" #1451 16"x26" Recessed - Frameless Beveled Edge			STD
1	Add 24"x36" mirror with mounting clips in bath 2 of unit 3 ILO Medicine cabinet (2nd floor)			35
VANITY LIGHTS:				
3	Vanity Light Bar: Progress Ashford Two Light Polished Chrome Vanity Light P300315-015	Chrome		379
BATH FANS:				
> Bath Fan: Panasonic "Whisper Green Select" FV-0511VKSL2 (with multi speed select & time delay)				STD
. Radiation Damper: Panasonic PCRD05C5				
TOILET:				
. Shiploose				
3	Handicap Toilet: American Standard "Cadet Pro" #3517A.101.020 Bowl & #4188A.004.020 Tank - (ILO STD)	Color: White		133
3	Toilet Seat: A/S Elongated Slow Close #5257A.65MT.020 (White)			STD
. Add blocking in the walls for future grab bars				
TUBS / SHOWERS:				
> Showers:				

Prep for onsite tiled shower: Install controls, vent & drain. Insulate shower walls with R-11 fiberglass. Install 1/2" Durock on wall from ceiling to 12" above floor.					
3	Shiploose balance of Durock to be installed by Builder. Slope floor, drain and all material to finish is supplied+ installed onsite by the builder. Add blocking in the				INC
> Faucet:					
3	American Standard "Colony Pro" Shower Diverter Trim Kit #TU075.507.002 with RU108ESS Valve (Chrome)		Color:	Chrome	STD
ACCESSORIES (SHIPPED LOOSE):					
3	24" Towel Bar: American Standard "C-Series" #8337.024.002		Color:	Chrome	STD
3	Paper Holder: American Standard "C-Series" #8337.230.002		Color:	Chrome	STD
3	Towel Ring: American Standard "C-Series" #8337.190.002		Color:	Chrome	STD
INTERIOR DOORS & TRIM:					
TRIM:					
> Note: Full length base trim is shipped loose for onsite install at onsite flooring locations					
> Windsor One Farmhouse Trim Package (1x4 Casing with 5/4x4 Head) (ILO STD):					1,371
Waterproofing and window trim supplied and installed onsite by the GC in the shower area. Window comes with jamb receiver. KBS is not responsible for any moisture issue/s at any time regarding the window area in shower stall.					
> Farmhouse Trim Package - (1 x6 Base Molding)					1,716
Shiploose window jamb and casing full length for onsite cut an install if the windows are not here in time					
DOORS:					
> Masonite "Heritage Series" Solid Core - Smooth Finish (ILO STD) 3 Panel "Winslow"					849
> Note: Bifold doors are not available as Solid Core - Bifolds will be Hollow core					
> Pocket Door (ILO STD) - Door slab will be a solid core door					84
Location/s per prints					
HARDWARE: Only the interior hardware is Chrome					
> Lockset: Kwikset "Hancock" Interior Knob (ILO STD)					STD
> Pocket Door Lock: Privacy - Kwikset #335					STD
WINDOW SILLS & SASHES:					
> White window Sills Throughout					180
PAINT:					
> Trim and Door Paint: Sherwin Williams "Promar 400" Latex Semi-gloss					STD
Color: Extra White					
SHELVING:					
> Ventilated Wire Shelving - White					STD
> (1) 12" Deep Shelf with Open Slide Rod @ Closets / Wardrobes					STD
STAIRS:					
> Stairs:					
3	KBS to build a stringer set of stairs treads with "pencil edging" WHITE OAK. Treads are to remain unfinished. Painted White Birch Risers				4,886
HANDRAIL:					
> Rake half wall with painted pine cap at the platform up at units 1+2. Includes at top of the stairs at hall					
Shiploose Builder installed material: (2) 10' Painted White Poplar LJ-6042 Railing, (4) DJ130-619 (Nickel) wall brackets and 4 White Poplar LJ-7027 Rosettes all quantities are per unit					983
Handrail is cut and installed onsite by the GC					
FLOOR COVERINGS:					
> No Flooring Included					
PORCHES/DECKS: Built as a component. Shingled onsite					
24	6' Deep Pressure Treated Farmers Porch (Includes: Posts, Railings, Balusters and Decking are onsite by the GC/builder)				4,168
13	3' Deep Pressure Treated Farmers Porch Roof and Deck Only (Posts, Support brackets, Railing, Balusters and Decking are supplied and installed onsite by the GC/builder)				2,258
> Add blocking in the walls to catch onsite support brackets					
> Shiploose temp post for roof support					
> No other entry roofs are included in this pricing					
> Floor Framing: Pressure Treated 2x8 Floor Joists by KBS Joist Spacing: 12"oc					
> Posts: Pressure Treated 6x6					STD
At 24 wide porch only					
> Porch Ceiling onsite by the GC					
> Porch Header Beam: Supplied by KBS - Shiploose FJP Primed Radiatta 1x to wrap header onsite					
> No other porch roofs or decks are included in this pricing					
SHIP LOOSE: (Additional)					
2	Sq of CertainTeed XT-25 3 Tab Shingles To match main house				316
For onsite roof/s at entry doors that are not included in the porch section					
ON-SITE REQUIREMENTS:					
> Foundation survey to make sure it is level and square is the responsibility of the Builder					By Builder
> Sill plates installed level and square with a 1/4" tolerance are the responsibility of the Builder					By Builder
> Lally columns and plates on-site for day of set are the responsibility of the Builder					By Builder
> Cost of off site storage area if needed for the modules is the responsibility of the Builder					By Builder
> Police details on-site if required are the responsibility of the Builder					By Builder
> Police Escorts from storage site to Job site if required are the responsibility of the Builder					By Builder
> Trash Dumpster available for the day of set is the responsibility of the Builder					By Builder
TOTAL OPTIONS:					113,646
BASE PRICE:					358,476

TOTAL BASE & OPTIONS (No Set Fees, Transportation, Engineering or Seals):				472,122
STATE SALES TAX:				
3.125 % Tax	Massachusetts	Taxable Amount	MA Taxpayer ID #10753317	0
			Certificate # 1281034240	
TOTAL F.O.B.				472,122
STATE SEALS:				
8	Massachusetts Modular Seal			800
8	Third Party Approval Seal (Required in all States)			520
FREIGHT & PERMITS:				
Frames are not to exceed 50' in length unless okd by the GC/Billy Cassidy.				
Keep parts frames to less than 9' wide and under 40' frame unless okd by GC/Billy Cassidy				
PERMITS: (Permit needed for each State traveled through)				
> Permits are included in Freight cost listed below				INC
FREIGHT:				
> Boxes are picked up by the builder. Escorts by the builder.				63,028
This fee includes all permits by KBS. Contact Bill Cassidy for the truck information 508 735 5159				
Frames must be returned to KBS within 2 week of being dropped off				
Truck On-Site:				
> None				
TOTAL ESTIMATED DELIVERED PRICE (Does not include Crane or Set):				536,470
Price / Square Foot before set costs.				\$240.14
Items shown as optional are not included in price.				
NOTE: THIS IS A PRELIMINARY ESTIMATE ONLY SUBJECT TO ENGINEERING REVIEW.				
NOTE: THIS QUOTE CONTAINS COMMODITY ITEMS THAT ARE SUBJECT TO MARKET VOLATILITY AND MAY BE SUBJECT TO PRICE ADJUSTMENT AT TIME OF PROCUREMENT. LOCKED IN PRICING FOR COMMODITY PORTION OF THE PROJECT IS AVAILABLE UPON REQUEST AND REQUIRES PAYMENT FOR STORED MATERIAL.				
THIS ESTIMATE REFLECTS STATE CODE CONFORMANCE. IT IS THE BUILDERS RESPONSIBILITY TO ALERT KBS OF ANY LOCAL CODE REQUIREMENTS.				
THIS QUOTE IS GOOD FOR 7 DAYS FROM ORIGINAL QUOTE DATE. KBS HAS THE UNILATERAL RIGHT TO REPRICE QUOTES AFTER 7 DAYS.				
FINAL PRICE IS ONLY ACCEPTED AND LOCKED IN ONCE A SALES AGREEMENT IS MUTUALLY SIGNED				
NEW PRICES FOR OPTIONS WILL NOT REQUIRE A NEW QUOTE AS LONG AS THE FOOTPRINT AND ROOF DESIGN REMAIN UNCHANGED				

Quote Date:	09/15/21	Revised:	03/22/22
Sales Rep:		Price Revision #	

Quote #	Q-21-0196-MCB	House #:	3554
Plan Rev #:		SO#	

BUILDER:	NHA Properties Inc		
ADDRESS:	Po Box 3149		
CITY:	Nantucket		
STATE:	MA	ZIP:	02584-3149
CONTACT:	Bill Cassidy		
CUSTOMER:	Fairgrounds Rd Lot 3		
SITE ADDRESS:	31 Fairgrounds Rd		
CITY:	Nantucket		
STATE:	MA	ZIP:	02554
GSL:	25	WIND (Vult):	140

TYPE OF HOUSE:			
Colonial			
SIZE OF HOUSE:	35	x	38
HOUSE INFO:			
Number of Boxes:			8
Number of Line Moves:			7
Total Approx Square Feet for Estimating Purposes:			3,246
Cost Base:	12/20/2021	Program:	V21.08.03
		Option Book:	V21.12.4

CS License CS-074074

Exp 10-25-2022

FINAL FOR CONSTRUCTION

William Stevens

FOUNDATION:			
> Builder to supply and install Lalley columns, Not KBS			By Builder
> Builder to supply and install Double layer sill plates			By Builder
CONSTRUCTION:			
3 Thermal Bi-Pass Checklist+ RESNET Grade 1 Picture Documentation with sign off			
Blower door test,HERS rating and all applicable stretch energy town paperwork/requirements are by others			
Pricing is subject to change once actual specs are provided, fire marshal review and eng structural review.			
Sprinkler system is roughed in at the factory. Sub provided by the builder. Production to call sprinkler co with date and time to rough in. Jamie Popillo @ ACK Alarm Company Inc 774 212 2779			
Pricing does not include any HVAC prep or equipment other than what is listed below.			
HVAC system is roughed in at the factory. Sub provided by the builder. Production to call HVAC co with date and time to rough in. Mike Dobert @ The Dobert Companies 617 512 1124			
Building is not handicap compliant			
FLOOR SYSTEM:			
> 2" x 10" Floor Joists - 16" o.c. / Solid Block Bridging	1st Floor		STD
> 2" x 10" Floor Joists - 16" o.c. / Solid Block Bridging	2nd Floor		STD
> LF of Open Joist 2000 Floor Trusses ILO Floor Joist (Included with Colonials)			INC
> Add 2' strip of 3/4" osb in the attic area to aid the individual that will be applying the onsite spray foam			155
> Decking: 3/4" T&G OSB (Glued & Nailed)			INC
> At all mawall openings greater than 3' and the flooring is omit/shiploose, the floor sheathing is to be held back 1'-6"			
> If KBS is installing the flooring we are to use the KBS standard hold back of 2"			
> Label material for mawall openings so the set crew will not use it for something else			
EXTERIOR WALLS:			
> 2" x 6" Exterior Walls - 16" o.c.			STD
> 2" x 8" Exterior Walls - 16" o.c. gable of A box. See prints for accurate location			STD
> 8' Ceiling Height	All Floors		STD
EXTERIOR SHEATHING:			
> 7/16" OSB Wall Sheathing			STD
> EXTERIOR WALL ASSY			12,055
Interior Finish: 5/8" Sheetrock Type X (Mud, Taped & Painted)			13,576
Interior Vapor Retarder: NONE PER THE BUILDERS REQUEST> Any required by the AHJ is the responsibility of the GC			
Exterior Wall Framing: 2x6 Studs @ 16" o.c. - Double top plate - Single bottom plate			
Air Infiltration: Install 3M 8067 Tape to all exterior wall to exterior wall connections and exterior wall to floor and exterior wall to ceiling connections			
Exterior Wall Insulation: R-23 Mineral Wool Insulation			
Wall Sheathing: 7/16" OSB, 2-1/2" Zip-R Sheathing (R12) - Seams covered with Zip tape. (Fire rated walls to have an additional layer of exterior rated 5/8" type X Cabot			714
Blue Glass or equivalent. See eng detail for application/requirements/location)			
Fire rated exterior wall assy between units per KBS prints. See eng detail for application/requirements/location			
GC to protect the bottom side of the exposed Zip panel. Materials to do so are supplied and installed onsite by the GC			
> Dupont Tyvek Drain Vent Rain Screen			POTENTIAL LONG LEAD TIME
MARRIAGE WALLS:			
> 2" x 4" Marriage Wall studs - 16" o.c.			STD
MARRIAGE WALL SHEATHING:			
> 7/16" OSB Marriage Wall Sheathing	Completely Sheath		STD
ROOF:			
> 6/12 Pitch Truss - 16" o.c. Per prints			STD
> 10/12 rafter roof per prints			
> 10/12 "Ridge cap" beyond truss at peak is panelized for onsite install.			2,063
> See print detail for eave overhang			
> Cupola is supplied and installed onsite by the builder. Windows are shipped loose for onsite install by the builder/G			
Kneewalls			
> Kneewalls: 2x4 Studs 16" o.c. Per Plans			31
If KBS removes the eave, the roof sheathing needs to remain long with ice+water. (Will keep water out of the walls)			
ROOF SHEATHING:			
> 7/16" OSB Roof Sheathing			STD
GABLE END OVERHANGS:			
> Gable End Overhang are per print detail			STD
SHEETROCK:			

At any smooth transitions the sheetrock is held back 1'6" at each side				
Omit the RC-2 channel in this area and shiploose plywood to take its place				
Label material for mawall openings so the set crew will not use it for something else				
WALLS:				
> 5/8" Sheetrock Throughout (Walls) Type X ILO STD		See prints for detail assemblies		966
> Add 5/8" moisture resistant sheetrock to all bath walls				INC
2x8 or 2x10 (per prints) stair wall 1st and 2nd floor to allow for running onsite HVAC/line sets/wiring to the attic for onsite HVAC unit. All items are installed onsite by GC.				
Leave sheetrock off bays per eng detail				
Frame access on the 2nd floor wall to access the kneewall area for onsite spray foam application to the bottom side of the rafters. Only applicable on certain buildings				
ROOF/CEILINGS:				
> 2 layers of 5/8" Type X Sheetrock Throughout (Ceiling) ILO STD		See prints for detail assemblies		3,439
Leave off sheetrock from 2nd floor sloped ceiling areas to allow for onsite spray foam to bottom of roof decking. Shiploose RC2 channel as needed. If truss or rafter needs to be padded down, it is the buidder responsibility to supply the material and install onsite. Shiploose sheetrock				
> Add 5/8" moisture resistant sheetrock to all bath ceilings				INC
3 Fire Rated Insulated Lockable Access Door NTC24"x36				842
> Fire rating of any ceiling penetrations are to be completed onsite by the builder				
At any smooth transitions the seetrock is to be held back 1'6" at each side				
Omit the RC-2 channel in this area and shiploose plywood to take its place				
Label material for mawall openings so the set crew will not use it for something else				
FINISH:				
> Primer: Sherwin Williams "Builder Solutions" Interior Latex B28W08601		Color: White		STD
> Wall and Ceiling Paint: Sherwin Williams "Promar 400" Interior Latex Flat		Color: Dover White		STD
DORMERS:				
SHED DORMERS:				
> Ft. Shed Dormer, 2" x 6" Panelized Exterior Wall & Roof 16" o.c. (w/o Windows)				INC
> Ft. Shed Dormer, 2" x 6" Panelized Exterior Wall & Roof 16" o.c. (w/o Windows)				INC
> Ft. Shed Dormer, 2" x 6" Panelized Exterior Wall & Roof 16" o.c. (w/o Windows)				INC
> Ft. Shed Dormer, 2" x 6" Panelized Exterior Wall & Roof 16" o.c. (w/o Windows)				INC
INSULATION:				
BASEMENT/CRAWL SPACE:				
> To be provided and installed by Builder on-site				By Builder
EXTERIOR WALLS:				
> R-23 Mineral Fiber Wall Insulation (5-1/2" Wall) (ILO R-21 Fiberglass)				1,220
NO Vapor Retarder per GC request. Any required by AHJ will be the responsibility of the GC				
> Energy Blocks:				
3 Energy Block For Two Story House				1,082
ROOF/CEILING:				
> Omit 2nd floor ceiling insulation. Supplied and installed onsite by the GC				-499
2 layers of R19 unfaced fiberglass batt insulation in the entire 1st floor ceiling cavity with 1 additional row of R11 fiberglass batt insulation around the exterior perimeter of the building. Use black strapping over the top of the insulation to secure insulation during the set so it will not blow away.				1,931
NO Vapor Retarder per GC request. Any required by AHJ will be the responsibility of the GC				
INTERIOR WALLS:				
> Insulate 2x4 interior walls with R-11 unfaced Bath shower walls				89
> Insulate 2x6 or 2x8 interior walls with R-19 unfaced Bath shower walls				138
3 Thermal Bi-Pass Checklist+ RESNET Grade 1 Picture Documentation with sign off				1,785
Blower door test,HERS rating and all applicable stretch energy town paperwork/requirements are by others				
WEATHER BARRIER:				
> See wall assy above				
> Flashing System:				
Windows: Zip Stretch Tape sill pans with Zip System Flashing Tape applied at sides and top				92
Doors: Jamsill Guard sill pans with Zip System Flashing Tape applied at sides and top				INC
Penetrations: Zip Stretch Tape or Zip System Flashing Tape applied at all penetrations through the wall				INC
Seams: Zip Tape at all seams and repair any overdriven nails with Zip liquid flash				INC
EXTERIOR DOORS & SIDELITES:				
> See special eng framing detail/stepping for install				
> Raise 5/8" for onsite flooring				
Windows and doors do not need to be padded out				
> 6-5/8" jamb				
EXTERIOR DOOR:				
1 3'0"x6'8" Therma True Classic Craft Mahogany Full Beadboard Plank CCR100	Unit 4 foyer			737
1 3'0" x 6'8" Therma-Tru S1205SDL LE,Simulated Divided Lite, 4 lite, Smooth Star Fiberglass				737
2 Door Frame: Final Frame TruGuard White Composite (Paintable/Stainable)				119
5/8" layer of sheetrock, 2x6 wall, 7/16osb sheathing and 2-1/2" Zip R. Fire rated wall will have an additional 5/8" sheetrock				
2 Hinges: (3) 4" x 4" Self-Aligning Ball Bearing Hinge - 5/8" Radius	Color: Black			STD
2 Door Sill: Tru Defense Composite Sill (Adjustable Cap with Lightwood finish - Aluminum sill with Mill Finish and Sill Cover)				STD
2 Door Prep: Double Bore (2-1/8" diameter with 2-3/4" backset) - Holes are 5-1/2" center to center				17
2 Exterior Trim: 5/4"x4" Final Frame WITH OUT built in "J" Channel (Paintable/Stainable)	Color: White			29
2 Kickboard: NONE				STD
2 STD Finish: Primer finish	Builder or Homeowner is required to paint all sides (within 6 mos) to maintain ThermaTru warranty			STD
Doors are painted onsite by the GC				
HARDWARE:				
Only the exterior doors have Black hardware. Interior+Exterior	Color: Iron Black			
2 Lockset: Kwikset "Hancock" Exterior Knob				3
2 Deadbolt: Kwikset Signature Series Single Cylinder 980 - (Iron Black) - Installed				67
FIRE DOOR(S):				

4	3'-0" Therma-Tru SE4800, 90 Minute Fire Door 3 Panel Shaker Style Door					1,063
4	Frame (90 min): 6-1/2" - 7-1/2" 18 Gauge Steel Split Frame - with Jamb Extender Pack					STD
4	Hinges: (3) 4" x 4" Self-Aligning Hinge - 5/8" Radius. (2 Spring + 1 Regular on Fire Doors)	Color: Black				STD
4	Door Sill: Tru Defense Composite Sill (Adjustable Cap with Lightwood finish - Aluminium sill with Mill Finish and Sill Co	Color: Aluminium - Mill Finish				STD
4	Door Prep: Single Bore (2-1/8" diameter with 2-3/4" backset)					STD
4	Exterior Trim: Match trim inside House (Shipped loose and installed by Builder on site)					STD
4	Kickboard: None					140
4	STD Finish: Primer finish from ThermaTru	Builder or Homeowner is required to paint all sides (within 6 mos) to maintain ThermaTru warranty				STD
HARDWARE:		Color: Iron Black				
4	Lockset: Kwikset "Hancock" - (Iron Black) Exterior Knob and hinges (ILO STD)					6
4	Deadbolt: Kwikset Signature Series Single Cylinder 980 - (Iron Black) - Installed					135
	Note: All Final Door Adjustments by Builder in Field					By Builder
WINDOWS:						
WINDOWS ARE A 22 WEEK LEAD TIME						
Windows and doors do not need to be padded out						
IF THE WINDOWS ARE NOTE AT KBS IN TIME OF PRODUCTION, IT IS THE BUILDERS/GCs RESPONSIBILITY TO ARRANGE SHIPPING FROM						
KBS TO THE JOB SITE AND INSTALLATION						
Shiploose all material for the builder to be able to install the windows onsite if they arent here in time						
>	Andersen A Series Storm Watch					53,768
	Glazing: High Performance Low-E4 HEATLOCK	Screens: Full Frame - Fiberglass Mesh				
	Interior Finish: Pre-Finished White	Exterior Finish: Black				
	Hardware: Classic		Color: White			
>	Grids: 2 over 2 FDL					
With Corrosion Resistant Hardware						
ADD WINDOW OPENING CONTROL DEVICE TO ALL WINDOWS						
1x4 Wide casing w/ sill is supplied and installed onsite by the GC						
GC/builder accepts casement swing per KBS prints						
Shiploose drip caps						
CASEMENT AND FIXED WINDOW TO HAVE WIDE CENTER BAR TO MIMIC A HUNG WINDOW						
>	Double Hung ADH2038 double mulled ILO a ADH2038 triple mulled window		Unit 4 kitchen			-1,440
>	Casement ACW2648		Per prints			
>	Double Hung ADH2648		Per prints			
>	Double Hung ADH2850		Per prints			
>	Fixed Picture Window APW2438		Attic area			
>	Shiploose (4) Transoms 8 lite ATF 6016		Onsite Cupola			
2	ADH2648 winodws ILO ADH2850					-89
1	Omit (1) ADH 2850from rer elevation of unit 4 living room					-1,624
Safety Glass for Windows:						
>	Safety Glass for Windows	Qty/pricing subject to change pending KBS Engineering and/or 3rd party review				INC
SIDING & SHUTTERS:						
SIDING:						
	Double Builder Installed Sill Plate					N/C
>	OMIT Mainstreet Double 4" Siding					-9,642
When siding is omit the light blocks are omit as well						
See print detail for eave and gable overhang						
Temp tack 2x for onsite Cedar fascia and shadow board						
GC using 5/4" corner boards. Verify they will work with our overhang detail						
GABLE END VENTS						
>	None					
NO GABLE END VENTING PER GC REQUEST. Any venting required by The AHJ is the responsibility of the GC						
>	OMIT Aluminum Fascia & Vinyl Soffit					-452
SHUTTERS:						
>	None					INC
ROOF SHINGLES:						
>	CertainTeed XT-25 3 Tab Shingles	Color: Black				809
>	High Wind Nailing for Shingles (6 Nails per full shingle)					48
>	Aluminum Drip Edge		Color: (Berger) Pearl Gray			593
Prebend and shiploose what drip edge cant be installed at the factory						
See print detail for eave and gable overhang						
>	Temp tack 2x for onsite fascia and shadow board					
GC will be using 5/4" corner boards						
>	One Layer 15lb F15 Paper					STD
>	(2) Courses of Ice & Water Shield at Eaves and Single course at Valleys					STD
>	KBS Standard Ice & Water Shield					STD
NO RIDGE VENTING NEEDED. Any venting required by yhe AHJ is the responsibility of the GC						
PLUMBING:						
AVOID/LIMIT ELECTRICAL OR PLUMBING IN THE STAIR CHASE WAYS						
>	PVC Drain & Vent Lines					STD
>	Pex Supply Lines to Basement, Stubbed at Each Location - Not a Complete Loop					STD
>	(2) 3/4" Pex Lines to 2nd Floor for Domestic Water					STD
Omit the radon vent per the GCs request						
Any radon venting required by the AHJ is the responsibility onsite by the GC						

. No prep or materials are included in this quote for onsite HVAC unless listed									
1 Plumb & Wire for Washer with Hammer Arrestor									185
HEAT:									
> OMIT Hot Water Baseboard Heaters									-1,652
. Any ERV/HRV duct work for the 2nd floor is run in the stairway wall onsite by the builder/GC.									
. No prep or materials are included in this quote for onsite HVAC									
AIR EXCHANGER:									
> None									
. Owners Signature:									
Owner Declines Optional Air Exchanger / HRV Unit.									
ELECTRICAL:									
AVOID/LIMIT ELECTRICAL OR PLUMBING IN THE STAIR CHASE WAYS									
> 100 AMP Leviton 30 Slot Panel Box LP310 MB					Location:	Per prints	per Living Unit		STD
. Main breaker in the bottom of the panel									
. Any disconnects due to location of the panel boxes are supplied and installed onsite by the GC/builder									
1 Relocate Panel box to opposite box									311
> Add additional conduits from the panel box to the basement area. See prints for detail									
> Add pre made fire rated boxes for any ceiling penetrations done at KBS unless completion of work is done onsite									3,159
> All 15+20 amp circuits located in modules without a panel box will be connected with amp connectors at cross overs									
> Wire for Electric Range and Gas Range							per Living Unit		STD
1 Wire for Electric Dryer (Incls. Breaker, Dryer Box and Venting to the Exterior)									152
> GFI Weather Proof Outlets (per prints)									STD
4 Additional GFI Weatherproof Outlet									246
> Television Jacks						Per prints			99
> Phone Jacks (Cat 5)						Per prints			95
> All buildings to have White Toggle switches and std outlets/covers									
> Add single gang box and conduit for onsite fire monitoring system. See eng prints for detail									1,141
. Fire monitoring single gang box and conduit for the 2nd floor is stubbed up into the attic area									
. Make sure fire monitoring boxes that are installed at KBS are not installed behind the swing of a door									
> Photo Electric Smoke Detectors: BRK #7010B - Each Bedroom (per Code)									STD
> Photo Electric Smoke/Carbon Monoxide Combo Detectors w/Voice: BRK #SC7010BV - Each Bedroom Group (per Code)									STD
> Arc Fault Circuits (per Code)									STD
LIGHTING SCHEDULE:									
. Location	Model#						Qty Total		
> Kitchen (Sink):	Halo #HLB6099FS1EMWR (6" LED Recessed)						3		INC
> Dining:	Progress #P4762-15 "Classic Collection" 3 Lite Chandelier	Chrome					3	Ship loose	INC
> Exterior Door:	Exterior Front Light: Progress "Westport" #P5863-20						6		120
RECESSED LIGHTING SCHEDULE:							Qty		
> Living room unit 4	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)						9		378
> Kitchen unit 4	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)						5		210
> Foyer unit 4	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)						1		42
> 1st floor stairs unit 4	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)						2		84
> 1st floor hall unit 4	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)						2		84
> Island unit 4	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)						2		84
> Bed 1 unit 4	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)						5		210
> Bath 2 shower unit 4	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)						1		42
> Bed 2 unit 4	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)						4		168
> Bed 3 unit 4	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)						4		168
> Bath 1 shower unit 4	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)						1		42
> Laundry unit 4	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)						1		42
> Hall+above stairs unit 4	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)						3		126
> Bath 3 shower unit 4	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)						1		42
> Foyer unit 5	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)						2		84
> Kitchen unit 5	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)						3		126
> Island unit 5	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)						1		42
> Living room unit 5	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)						4		168
> Platform+ 2nd floor hall unit 5	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)						3		126
> Bath 2 shower unit 5	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)						1		42
> Bed 2 unit 5	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)						4		168
> Bath 1 shower unit 5	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)						1		42
> Bed 1 unit 5	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)						4		168
> Foyer unit 6	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)						2		84
> Kitchen unit 6	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)						3		126
> Living room unit 6	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)						3		126
> Landing+ 2nd floor hall unit 6	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)						2		84
> Bath 1 shower unit 6	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)						1		42
> Bed 1 unit 6	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)						5		168
KITCHEN:									
. Raise 5/8" for onsite flooring									
CABINETS:									
. Merillat: "Classic" Series Cabinets (Single Roll-Out Trays)									
> Merillat cabinet touch up kit (TUK) - Shiploose									INC
> Portrait Maple (5pc Drawer front) - (Painted)					(ILO STD)		Color: Cotton		4,504
> Additional LF of Merillat STD Cabinets (Base & Overhead)									1,584

> Note: If full overlay cabinets is selected the corner cabinet will be a BCR style ILO BLS style					
> Toe Kick Material to match Cabinet Color (Note: Material is shipped loosed when Kitchen Flooring is OMIT)					STD
> Islands: Islands per prints					
1 7' Island (Includes GFI Recept)		with out Bartop			1,681
1 3' Island (Includes GFI Recept)		with out Bartop			1,092
> Base Cabinet Upgrades:					
3 Base Waste Basket (Top Mount): BWBT18 (ILO B18)					784
> Base Corner Revolving BCR36 due to full overlay cabinetry					
> Drawer Base Cabinets:					
1 Four Drawer Base Cabinet: BD18-4D ILO B18L1ST					117
1 Four Drawer Base Cabinet: BD24-4D ILO B24L1ST					117
1 Four Drawer Base Cabinet: BD12-4D ILO B12L1ST					81
. SDT - Standard Construction (Includes Dovetail Drawers, Soft Close Drawers and Soft Close Hardware on Doors)					STD
COUNTERTOP:					
> OMIT Standard Postform Laminated Countertop					-634
SINK:					
3 OMIT "American Standard" Stainless Steel Double Bowl Sink (Leave Plumbing)					-461
FAUCET:					
3 OMIT American Standard "Colony Pro" Single Lever Faucet w/ Spray #7074.040.002					-259
RANGE HOOD:					
3 Delete Range Hood - Prep for spacesaver microwave					N/C
APPLIANCES:					
1 Plumb & Wire for D/W with Hammer Arrestor (Omit Cabinet)					-264
3 Plumb for Ice & Water @ Fridge (with Box and Hammer Arrestor)					321
1/2 BATHS:					
. Raise 5/8" for onsite flooring					
VANITY TOP:					
6 OMIT Standard Postform Laminated Countertop					-76
SINK:					
2 OMIT American Standard "Aqualyn" Lav #0476.028.020 - (Leave Plumbing)					-108
FAUCET:					
2 OMIT American Standard "Colony Pro" Single Lever Faucet #7075.000.002					-156
VANITY CABINETS:					STD
> Portrait Maple (Solid Drawer Front) - (Painted)	(ILO STD)	Color:	Cotton		INC
2 30" Vanity (VB30FH)					191
> SDT - Full Height Vanity Cabinets with Soft Close Hardware (per LF)					STD
MEDICINE CABINETS:					
2 Jensen "Horizon" #1451 16"x26" Recessed - Frameless Beveled Edge					STD
VANITY LIGHTS:					
2 Vanity Light Bar: Progress Ashford Two Light Polished Chrome Vanity Light P300315-015	Chrome				255
BATH FANS:					
> Bath Fan: Panasonic "Whisper Green Select" FV-0511VKSL2 (with multi speed select & time delay)					STD
. With Radiation dampener					
TOILET:					
. Shiploose					
2 Handicap Toilet: American Standard "Cadet Pro" #3517A.101.020 Bowl & #4188A.004.020 Tank - (ILO STD)		Color:	White		90
2 Toilet Seat: A/S Elongated Slow Close #5257A.65MT.020 (White)					STD
ACCESSORIES (SHIPPED LOOSE):					
2 Paper Holder: American Standard "C-Series" #8337.230.002		Color:	Chrome		STD
2 Towel Ring: American Standard "C-Series" #8337.190.002		Color:	Chrome		STD
BATHROOM #1,2+3:					
. Raise 5/8" for onsite flooring					
VANITY TOP:					
12 OMIT Standard Postform Laminated Countertop					-152
SINK:					
6 OMIT American Standard "Aqualyn" Lav #0476.028.020 - (Leave Plumbing)					-325
FAUCET:					
6 OMIT American Standard "Colony Pro" Single Lever Faucet #7075.000.002					-469
VANITY CABINETS:					STD
> Portrait Maple (Solid Drawer Front) - (Painted)	(ILO STD)	Color:	Cotton		INC
6 30" Vanity (VB30FH)					573
> SDT - Full Height Vanity Cabinets with Soft Close Hardware (per LF)					STD
MEDICINE CABINETS:					
5 Jensen "Horizon" #1451 16"x26" Recessed - Frameless Beveled Edge					STD
> Bath 1 unit 6 2nd floor bath to have a 24"x36" mirror with clips ILO std medicine cabinet due to chase wall					
VANITY LIGHTS:					
5 Vanity Light Bar: Progress Ashford Two Light Polished Chrome Vanity Light P300315-015	Chrome				637
1 Above vanity	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)				42
BATH FANS:					
> Bath Fan: Panasonic "Whisper Green Select" FV-0511VKSL2 (with multi speed select & time delay)					STD
. With Radiation dampener					
TOILET:					
. Shiploose					
6 Handicap Toilet: American Standard "Cadet Pro" #3517A.101.020 Bowl & #4188A.004.020 Tank - (ILO STD)		Color:	White		270
6 Toilet Seat: A/S Elongated Slow Close #5257A.65MT.020 (White)					STD
TUBS / SHOWERS:					

	Prep for onsite tiled shower: Install controls, vent & drain pipe stubbed. Insulate shower walls with fiberglass insulation. Install 1/2" Durock on wall from ceiling to 12" above floor. Shiploose balance of Durock to be installed by Builder. Slope floor, drain and all material to finish is supplied+ installed onsite by the builder				INC
	Faucet:				
	American Standard "Colony Pro" Shower Diverter Trim Kit #TU075.507.002 with RU108ESS Valve (Chrome)	Color: Chrome			STD
	Shiploose trim kit				
	Waterproofing and window trim supplied and installed onsite by the GC in the shower area. Window comes with jamb receiver. KBS is not responsible for any moisture issue/s at any time regarding the window area.				
	ACCESSORIES (SHIPPED LOOSE):				
	6 24" Towel Bar: American Standard "C-Series" #8337.024.002	Color: Chrome			STD
	6 Paper Holder: American Standard "C-Series" #8337.230.002	Color: Chrome			STD
	6 Towel Ring: American Standard "C-Series" #8337.190.002	Color: Chrome			STD
	INTERIOR DOORS & TRIM:				
	TRIM:				
	> Note: Full length base trim is shipped loose for onsite install at onsite flooring locations				
	> Windsor One Farmhouse Trim Package (1x4 Casing with 5/4x4 Head) (ILO STD):				1,832
	> Farmhouse Trim Package - (1 x 6 Base Molding)				2,665
	Waterproofing and window trim supplied and installed onsite by the GC in the shower area. Window comes with jamb receiver. KBS is not responsible for any moisture issue/s at any time regarding the window area in shower stall.				
	Shiploose window jamb and casing full length for onsite cut an install if the windows are not here in time				
	DOORS:				
	> Masonite "Heritage Series" Solid Core - Smooth Finish (ILO STD) 3 Panel "Winslow"				1,682
	> Note: Bifold doors are not available as Solid Core - Bifolds will be Hollow core				
	1 Pocket Door (ILO STD) - Door slab will be a solid core door				74
	HARDWARE: Only the interior hardware is Chrome				
	> Lockset: Kwikset "Hancock" Interior Knob (ILO STD)	Polished Chrome			STD
	> Pocket Door Lock: Privacy - Kwikset #335				STD
	WINDOW SILLS & SASHES:				
	> White window Sills Throughout				151
	PAINT:				
	> Trim and Door Paint: Sherwin Williams "Promar 400" Latex Semi-gloss	Color: Extra White			STD
	SHELVING:				
	> Ventilated Wire Shelving - White. Only applicable per plans				STD
	> (1) 12" Deep Shelf with Open Slide Rod @ Closets / Wardrobes				STD
	> (5) 16" Deep Shelf @ Pantry Closets				STD
	> (3) 16" Deep Shelf @ Linen Closets				STD
	> (1) 16" Deep Shelf above Washer/Dryer area				INC
	STAIRS:				
	> Raise top and bottom 5/8". Prep platform 3/4" for onsite flooring				
	> 3/4" flooring on the platform is supplied and installed onsite by the builder.				
	> Stairs:				
	3 KBS to build a stringer set of stairs treads with "pencil edging" WHITE OAK. Treads are to remain unfinished. Painted White Birch Risers				3,729
	HANDRAIL:				
	Shiploose Builder installed material: (2) 10' Painted White Poplar LJ-6042 Railing, (4) DJ130-619 (Nickel) wall brackets and 4 White Poplar LJ-7027 Rosettes. All quantities per unit. Units 5+6				
	Shiploose Builder installed material: (1) 14' Painted White Poplar LJ-6042 Railing, (4) DJ130-619 (Nickel) wall brackets and 2 White Poplar LJ-7027 Rosettes. Unit 4				
	6' Railing - Painted White Newel (Std) and Railing (Std) with Painted Balusters (LJ-5035) Shoe rail and Fillet are painted White as well. All Poplar (Installed at Factory)				STD
	FLOOR COVERINGS:				
	> No Flooring or Prep Included				
	> 3/4" flooring on the platform is supplied and installed onsite by the builder.				
	PORCHES/DECKS:				
	35 5' Deep Pressure Treated Farmers Porch (Includes: Posts. Railings, Balusters and Decking are onsite by the GC)				5,415
	> At front elevation				
	7 4' Deep Pressure Treated Farmers Porch (Includes: Posts. Railings, Balusters and Decking are onsite by the GC)				974
	> Rear unit entry door				
	> Pressure treated grade beam and posts are to be supplied by Builder				
	> Floor Framing: Pressure Treated 2x8 Floor Joists by KBS Joist Spacing: 12"oc				
	> Posts: Pressure Treated 6x6				STD
	> Porch Finish Ceiling onsite by the GC	Color: White			
	> Porch Header Beam: Supplied by KBS - Wrapped with 1x Cedar supplied and installed onsite by the GC	Color: White			
	SHIP LOOSE: (Additional)				
	> See window section for shiploose windows				
	ON-SITE REQUIREMENTS:				
	> Foundation survey to make sure it is level and square is the responsibility of the Builder				By Builder
	> Sill plates installed level and square with a 1/4" tolerance are the responsibility of the Builder				By Builder
	> Lally columns and plates on-site for day of set are the responsibility of the Builder				By Builder
	> Cost of off site storage area if needed for the modules is the responsibility of the Builder				By Builder
	> Police details on-site if required are the responsibility of the Builder				By Builder
	> Police Escorts from storage site to Job site if required are the responsibility of the Builder				By Builder
	> Trash Dumpster available for the day of set is the responsibility of the Builder				By Builder

TOTAL OPTIONS:				121,726
				514,977
TOTAL BASE & OPTIONS (No Set Fees, Transportation, Engineering or Seals):				636,703
STATE SALES TAX:				
3.125				MA Taxpayer ID #10753317
TOTAL F.O.B.				636,703
				Certificate # 1281034240
STATE SEALS:				
8 Massachusetts Modular Seal				800
8 Third Party Approval Seal (Required in all States)				520
FREIGHT & PERMITS:				
Frames are not to exceed 50' in length unless okd by the GC/Billy Cassidy.				
Keep parts frames to less than 9' wide and under 40' frame unless okd by GC/Billy Cassidy				
PERMITS: (Permit needed for each State traveled through)				
> Permits are included in Freight cost listed below				INC
FREIGHT:				
> Boxes are picked up by the builder. Flag/escort cars are also supplied by the builder.				63,971
This fee includes all permits by KBS. KBS to pull permits. Contact is Bill Cassidy for truck information 508 735 5159				
The frames need to be returned to KBS within 2 week of delivery				
Truck On-Site:				
> None				
TOTAL ESTIMATED DELIVERED PRICE (Does not include Crane or Set):				701,994
Price / Square Foot before set costs.				\$216.26
> Items shown as optional are not included in price.				
NOTE: THIS IS A PRELIMINARY ESTIMATE ONLY SUBJECT TO ENGINEERING REVIEW.				
NOTE: THIS QUOTE CONTAINS COMMODITY ITEMS THAT ARE SUBJECT TO MARKET VOLATILITY AND MAY BE SUBJECT TO PRICE ADJUSTMENT AT TIME OF PROCUREMENT. LOCKED IN PRICING FOR COMMODITY PORTION OF THE PROJECT IS AVAILABLE UPON REQUEST AND REQUIRES PAYMENT FOR STORED MATERIAL				
THIS ESTIMATE REFLECTS STATE CODE CONFORMANCE. IT IS THE BUILDERS RESPONSIBILITY TO ALERT KBS OF ANY LOCAL CODE REQUIREMENTS.				
THIS QUOTE IS GOOD FOR 7 DAYS FROM ORIGINAL QUOTE DATE. KBS HAS THE UNILATERAL RIGHT TO REPRICE QUOTES AFTER 7 DAYS.				
FINAL PRICE IS ONLY ACCEPTED AND LOCKED IN ONCE A SALES AGREEMENT IS MUTUALLY SIGNED				
NEW PRICES FOR OPTIONS WILL NOT REQUIRE A NEW QUOTE AS LONG AS THE FOOTPRINT AND ROOF DESIGN REMAIN UNCHANGED				

Quote Date:	10/27/21	Revised:	03/15/22
Sales Rep:	M Brennan	Price Revision #	

Quote #	Q-21-0197-MCB	House #:	3555
Plan Rev #:		SO#	

BUILDER:	NHA Properties Inc		
ADDRESS:	PO Box 23		
CITY:	Nantucket		
STATE:	MA	ZIP:	02584-3149
CONTACT:	Billy Cassidy		
CUSTOMER:	Fairgrounds Rd Lot 4		
SITE ADDRESS:	31 Fairgrounds Rd		
CITY:	Nantucket		
STATE:	MA	ZIP:	02554
GSL:	25	WIND (Vult):	140

TYPE OF HOUSE:			
Custom			
SIZE OF HOUSE:	59	x	24
HOUSE INFO:			
Number of Boxes:			10
Number of Line Moves:			5
Total Approx Square Feet for Estimating Purposes:			2,572
Cost Base:	3/16/2022	Program:	V21.09.2
		Option Book:	V22.03.02

CS License CS-074074

Exp 10-25-2022

Redbook Contract

William Stevens

1 UNIT TO BE DESIGNED AS 2A ACCESSIBLE

FOUNDATION:			
> Builder to supply and install Lalley columns, Not KBS			By Builder
> Builder to supply and install Double layer sill plates			By Builder
CONSTRUCTION:			
3 Thermal Bi-Pass Checklist+ RESNET Grade 1 Picture Documentation with sign off			
Blower door test,HERS rating and all applicable stretch energy town paperwork/requirements are by others			
Sprinkler system is roughed in at the factory. Sub provided by the builder. Production to call sprinkler co with date and time to rough in. Mike Dobert @ The Dobert Companies 617 512 1124			
Pricing does not include any HVAC prep or equipment.			
FLOOR SYSTEM:			
> 2" x 10" Floor Joists - 16" o.c. / Solid Block Bridging	1st Floor		STD
> 2" x 10" Floor Joists - 16" o.c. / Solid Block Bridging	2nd Floor		STD
Add 2' strip of 3/4" osb in the attic area to aid the individual that will be applying the onsite spray foam			176
> Decking: 3/4" T&G Plywood (Glued & Nailed)			INC
At all matwall openings greater than 3' and the flooring is omit/shiploose, the floor sheathing is to be held back 1'-6"			
If KBS is installing the flooring we are to use the KBS standard hold back of 2"			
Label material for matwall openings so the set crew will not use it for something else			
EXTERIOR WALLS:			
> 2" x 6" Exterior Walls - 16" o.c.			STD
> 8' Ceiling Height	All Floors		STD
EXTERIOR/INTERIOR WALL ASSY:			
> EXTERIOR WALL ASSY			5,419
Interior Finish: 5/8" Sheetrock (Mud, Taped & Painted)			14,682
Interior Vapor Retarder: NONE PER THE BUILDERS REQUEST> Any required by the AHJ is the responsibility of the GC			
Exterior Wall Framing: 2x6 Studs @ 16" o.c. - Double top plate - Single bottom plate			
Air Infiltration: Install 3M 8067 Tape to all exterior wall to exterior wall connections and exterior wall to floor and exterior wall to ceiling connections			
Exterior Wall Insulation: R-23 Mineral Wool			
Wall Sheathing: 7/16" OSB, 2-1/2" Zip-R Sheathing (R12) - Seams covered with Zip tape. (Fire rated walls to have an additional layer of exterior rated 5/8" type X Cabot Blue Glass or equivalent. See eng detail for application/requirements/location)			703
Fire rated exterior wall assy between units at KBS prints showing. See eng detail for application/requirements/location			
> Dupont Tyvek Drain Vent Rain Screen Shiploose 1st floor			POTENTIAL LEAD TIME
GC to protect the bottom side of the exposed Zip panel. Materials to do so are supplied and installed onsite by the GC			4,891
Due to shear wall straps see eng detail for shiploose ZIP R and exterior fire rated sheetrock specifics			
MARRIAGE WALLS:			
> 2" x 4" Marriage Wall studs - 16" o.c.			STD
MARRIAGE WALL SHEATHING:			
> 7/16" OSB Marriage Wall Sheathing	Completely Sheath		STD
ROOF:			
> 6/12 Pitch Truss - 16" o.c. Per prints			STD
> 10/12 rafter roof 16" oc per prints			INC
> "Ridge cap" beyond truss at peak is panelized for onsite install. Shingles are shipped loose			2,527
> See print detail for eave overhang			
> Shiploose eave panels where needed to keep under 14' wide.			
> Kneewalls			
> Kneewalls: 2x4 Studs 16" o.c. Per Plans			30
If KBS removes the eave, the roof sheathing needs to remain long with ice+water. (Will keep water out of the walls)			
ROOF SHEATHING:			
> 7/16" OSB Roof Sheathing			STD
GABLE END OVERHANGS:			
> Gable End Overhang are per print detail			653
> Gable End Overhang at shed per print detail			846

SHEETROCK:				
At any smooth transitions the sheetrock is held back 1/6" at each side				
Omit the RC-2 channel in this area and shiploose plywood to take its place				
Label material for matewall openings so the set crew will not use it for something else				
WALLS:				
> 5/8" Sheetrock Throughout (Walls) ILO STD			See prints for detail assemblies	745
> Add 5/8" moisture resistant sheetrock to all bath walls				INC
2x8 or 2x10 stair/kitchen wall (per prints) 1st and 2nd floor to allow for running onsite line sets and wiring to the attic for onsite 2nd floor ceiling cassettes Installed onsite by GC. Leave sheetrock off bays per eng detail				
Frame access on the 2nd floor wall to access the kneewall area for onsite spray foam application to the bottom side of the rafters. May only apply to buildings 1+8				
CEILINGS:				
> 2 layers of 5/8" Type X Sheetrock Throughout (Ceiling) ILO STD				3,250
> Add 5/8" moisture resistant sheetrock to all bath ceilings				INC
> Leave off sheetrock from 2nd floor sloped ceiling to allow for onsite spray foam to bottom of roof decking. Shiploose RC2 channel as needed. If truss or rafter needs to be padded down, it is the builder responsibility to supply the material and install onsite. Shiploose sheetrock				
2 Fire Rated Insulated Lockable Access Door NTC24"x36				Base Deduct 842
> Fire rating of any ceiling penetrations left open at the factory are to be completed onsite by the builder				
At any smooth transitions the seetrock is to be held back 1/6" at each side				
Omit the RC-2 channel in this area and shiploose plywood to take its place				
Label material for matewall openings so the set crew will not use it for something else				
FINISH:				
> Primer: Sherwin Williams "Builder Solutions" Interior Latex B28W08601			Color: White	STD
> Wall and Ceiling Paint: Sherwin Williams "Promar 400" Interior Latex Flat			Color: Dover White	STD
DORMERS:				
SHED DORMERS:				
> DORMER #1:				
> Shed Dormer, 2" x 6" Exterior Wall & Roof 16" o.c.				INC
> DORMER #2:				
> Shed Dormer, 2" x 6" Exterior Wall & Roof 16" o.c.				INC
> DORMER #3:				
> Shed Dormer, 2" x 6" Exterior Wall & Roof 16" o.c.				INC
> DORMER #4:				
> Shed Dormer, 2" x 6" Exterior Wall & Roof 16" o.c.				INC
INSULATION:				
BASEMENT/CRAWL SPACE:				
> To be provided and installed by Builder on-site				By Builder
EXTERIOR WALLS:				
> R-23 Mineral Fiber Wall Insulation (5-1/2" Wall) (ILO R-21 Fiberglass)				923
> NO Vapor Retarder per GC request. Any required by AHJ will be the responsibility of the GC				STD
> Energy Blocks:				
3 Energy Block For Two Story House				1,063
ROOF/CEILING:				
> Omit ceiling insulation 2nd floor. Supplied and installed onsite by the GC				-2,167
2 layers of R19 fiberglass unfaced batt insulation in the entire 1st floor ceiling cavity with 1 additional row of R11 fiberglass unfaced batt insulation around the exterior perimeter of the building. Use black strapping over the top of the insulation to secure insulation during the set so it will not blow away.				1,505
> NO Vapor Retarder per GC request. Any required by AHJ will be the responsibility of the GC				STD
INTERIOR WALLS:				
Shiploose if at an open bay for chase				
> Insulate 2x4 interior walls with R-11 unfaced				128
> Insulate 2x6 interior walls with R-19 unfaced				161
3 Thermal Bi-Pass Checklist+ RESNET Grade 1 Picture Documentation with sign off				1,755
Blower door test,HERS rating and all applicable stretch energy town paperwork/requirements are by the GC				
WEATHER BARRIER:				
See wall assy above				
> Flashing System:				
Windows: Zip Stretch Tape sill pans with Zip System Flashing Tape applied at sides and top				124
Doors: Jamsill Guard sill pans with Zip System Flashing Tape applied at sides and top				INC
Penetrations: Zip Stretch Tape or Zip System Flashing Tape applied at all penetrations through the wall				INC
Seams: Zip Tape at all seams and repair any overdriven nails with Zip liquid flash				INC
EXTERIOR DOORS & SIDELITES:				
See special eng framing detail/stepping for install				
> Windows and doors do not need to be padded out				
> 6-5/8" jamb				
EXTERIOR DOOR:				
> Raise doors 5/8" for onsite flooring				
1 3'0" x 6'8" Therma-Tru S1205SDL LE, Simulated Divided Lite, 4 lite, Smooth Star Fiberglass				724
1 2'8" x 6'8" Therma-Tru S1205SDL LE, Simulated Divided Lite, 4 lite, Smooth Star Fiberglass			Side kitchen entry of unit 4A	724
1 3'-0" Therma-Tru S90, 3/4 lite, Smooth Star Fiberglass, (ILO S210)			Dining gable 4A	164
Unit 4A with public access sill gable door only (dining)				

Handicap/public access sill. Drop exterior door pans below floor for handicap/public access sill. Only at				
Handicap compliant unit				
3	Door Frame: Final Frame TruGuard White Composite (Paintable/Stainable)			INC
5/8" layer of sheetrock, 2x6 wall, 7/16osb sheathing and 2-1/2" Zip R. Fire rated wall will have an additional 5/8" sheetrock				
3	Hinges: (3) 4" x 4" Self-Aligning Ball Bearing Hinge - 5/8" Radius		Color: Black	STD
3	Door Sill: Tru Defense Composite Sill (Adjustable Cap with Lightwood finish - Aluminum sill with Mill Finish and Sill Cove			NON ADA UNIT
3	Door Prep: Double Bore (2-1/8" diameter with 2-3/4" backset) - Holes are 5-1/2" center to center			30
3	Exterior Trim: 5/4"x4" Final Frame WITH OUT built in "J" Channel (Paintable/Stainable)		Color: White	-72
>	Kickboard: NONE			STD
3	STD Finish: Primer finish			STD
Builder or Homeowner is required to paint all sides (within 3 mos) to maintain warranty				
HARDWARE: Only the exterior doors have Black hardware. Interior+Exterior			Color: Iron Black	
3	Lockset: Kwikset "Commonwealth"		Exterior Lever (ILO STD)	81
3	Deadbolt: Kwikset Signature Series Single Cylinder 980 - (Iron Black) - Installed			99
FIRE DOOR(S):				
>	Raise doors 5/8" for onsite flooring			
1	3'-0" Therma-Tru SE4800, 90 Minute Fire Door 3 Panel Shaker Style Door			Location: Unit 4B living room entry
1	3'-0" Therma-Tru SE4800, 90 Minute Fire Door 3 Panel Shaker Style Door			Location: Unit 4C 1st floor stair entry
2	3'-0" Therma-Tru SE4800, 90 Minute Fire Door 3 Panel Shaker Style Door (ILO S262)			Location: Top of the stairs Unit 4B+C
4	Frame (90 min): 18 Gauge Steel Split Frame - with Jamb Extender Pack			-178
	Wall thickness varies. See prints for jamb thickness			STD
4	Hinges: (3) 4" x 4" Self-Aligning Hinge - 5/8" Radius. (2 Spring + 1 Regular on Fire Doors)		Color: Black	STD
4	Door Sill: Tru Defense Composite Sill (Adjustable Cap with Lightwood finish - Aluminum sill with Mill Finish		Color: Aluminum - Mill Finish	STD
4	Door Prep: Double Bore (2-1/8" diameter with 2-3/4" backset) - Holes are 5-1/2" center to center			40
2	Exterior Trim: Match trim inside House (Shipped loose and installed by Builder on site)		Interior fire door	STD
2	Exterior Trim: None		4B+4C entry doors	STD
>	Kickboard: None			
4	STD Finish: Primer finish from ThermaTru			STD
Builder or Homeowner is required to paint all sides (within 6 mos) to maintain ThermaTru warranty				
HARDWARE: Only the exterior doors have Black hardware. Interior+Exterior			Color: Iron Black	
4	Lockset: Kwikset "Commonwealth"		Exterior Lever (ILO STD)	108
4	Deadbolt: Kwikset Signature Series Single Cylinder 980 - (Iron Black) - Installed			133
	Note: All Final Door Adjustments by Builder in Field			By Builder
WINDOWS:				
Windows and doors do not need to be padded out				
Shiploose all material for the builder to be able to install the windows onsite if they arent here in time				
The windows will be drop shipped from Andersen/Home Depot to Cape Cod Express 1 Express Way Wareham MA				
>	Andersen A Series Storm Watch			WINDOWS ARE A 22 WEEK LEAD TIME
				45,462
	Glazing: High Performance Low-E4 HEATLOCK		Screens: Moderate Full Screen Aluminum	
	Interior Finish: Pre-Finished White		Exterior Finish: Dove Gray	
	Hardware: Classic Series		Color: White	
	Grids: 2 over 2 FDL			
	Casements With Corrosion Resistant Hardware			
WINDOW OPENING CONTROL DEVICE ON ALL WINDOWS				
>	1x4 Wide casing w/ sill is supplied and installed onsite by the GC			
>	GC/builder accepts casement swing per KBS prints			
>	Shiploose drip caps			
Windows				
CASEMENT WINDOW TO HAVE WIDE CENTER BAR TO MIMIC A HUNG WINDOW				
SHIPLOOSE WINDOW DRIP CAPS				
	Double Hung ADH2850			
	Casement ACW2850			
	Casement ACW2648			
	Double hung ADH2648			
	Double Hung ADH2038			
	Casement ACW2024			
	Shiploose 1 APW2038 fixed window for the attic area			
	Drip caps are shipped loose for onsite install			
>	Safety Glass for Windows:			
>	Safety Glass for Windows			Qty/pricing subject to change pending KBS Engineering and/or 3rd party review
				3,112
SIDING & SHUTTERS:				
SIDING:				
>	Prep for Double Builder Installed Sill Plate			
>	OMIT Mainstreet Double 4" Siding - Leave Fascia & Soffit			
>	When siding is omit the light blocks are omit as well			
	See print detail for eave and gable overhang			
>	Primed Finger Jointed Radiatta Primed Pine 1x8 fascia with 1x3 shadow board, Primed Only			4,740
	Install what can be done at the factory. Shiploose the remaining to be installed onsite by the GC			
>	OMIT Aluminum Fascia & Vinyl Soffit			
	GC using 5/4" corner boards. Verify they will work with our overhang detail			
GABLE VENTS				
>	None			

. NO GABLE END VENTING NEEDED. Any venting required by The AHJ is the responsibility of the GC				
SHUTTERS:				
> None				INC
ROOF SHINGLES:				
> CertainTeed XT-25 3 Tab Shingles	Color: Nickel Gray			702
. Shiploose roof shingles that can not be installed here at the factory. Installed onsite by the GC				
> High Wind Nailing for Shingles (6 Nails per full shingle)				39
> Aluminum Drip Edge	Color: White			STD
DO NOT INSTALL DRIP EDGE UP ANY ROOF RAKED EDGES				
. See print detail for eave and gable overhang				
. Primed Finger Jointed Radiatta Primed Pine 1x8 fascia with 1x3 shadow board.				
> One Layer 15lb F15 Paper				Inc Above
> (2) Courses of Ice & Water Shield at Eaves and Single course at Valleys				STD
> KBS Standard Ice & Water Shield				STD
> NO RIDGE VENTING NEEDED. Any venting required by the AHJ is the responsibility of the GC				
PLUMBING:				
AVOID/ LIMIT ELECTRICAL OR PLUMBING IN THE STAIR CHASE WAYS				
> PVC Drain & Vent Lines				STD
> Pex Supply Lines to Basement, Stubbed at Each Location - Not a Complete Loop				STD
> (2) 3/4" Pex Lines to 2nd Floor for Domestic Water				STD
1 Plumb & Wire for Washer with Hammer Arrestor	Unit 4A ADA unit			363
> NO condensation lines run by KBS				
> Omit the radon vent per the GCs request				
. Any radon venting required by the AHJ is the responsibility onsite by the GC				
. No prep or materials are included in this quote for onsite HVAC unless listed				
HEAT:				
> OMIT Hot Water Baseboard Heaters				-1,284
. Any ERV/HRV duct work for the 2nd floor is run in the stairway wall onsite by the builder/GC				
. No prep or materials are included in this quote for onsite HVAC unless listed				
AIR EXCHANGER:				
> None				
Owners Signature:				
Owner Declines Optional Air Exchanger / HRV Unit.				
ELECTRICAL:				
AVOID/ LIMIT ELECTRICAL OR PLUMBING IN THE STAIR CHASE WAYS				
> 150 AMP LP415MB 42 Slot Leviton Panel Box	Location:	per prints	per Living Unit	STD
. Main breaker in the bottom of the panel				
. Any decorative door is supplied and installed onsite by the builder				
. Any disconnects due to location of the panel boxes are supplied and installed onsite by the GC/builder				
3 Relocate Panel box to opposite box				918
> Add additional conduits from the panel box to the basement area. See prints for detail				94
> Wire for Electric Range and Gas Range			per Living Unit	STD
1 Wire for Cooktop (ILO Range Circuit)			1st floor ADA unit	N/C
. Add conduit to run range- 2nd floor				
1 Broan White double rocker switch for remote vent fan operation on ADA units Mod #P2RW			1st floor ADA unit	82
. Add pre made fire rated boxes for any ceiling penetrations done at KBS unless completion of work is done onsite				
> All 15+20 amp circuits located in modules without a panel box will be connected with amp connectors at cross overs				
1 Wire for Electric Dryer (Incls. Breaker, Dryer Box and Venting to the Exterior)				298
> GFI Weather Proof Outlets (per prints)				181
> Television Jacks		Per prints		130
> Phone Jacks (Cat 5)		Per prints		113
> All buildings to have White Toggle switches and std outlet covers				
> Add single gang box and conduit for onsite fire monitoring system. See eng prints for detail. Add pull strings				1,141
. Fire monitoring box and conduit for the 2nd floor is stubbed up into the attic area. Add pull strings				
Make sure fire monitoring boxes that are installed at KBS are not installed behind the swing of a door				
> LED Strobe light only BRK Smoke Detector SLED177 as required per prints				130
> Photo Electric Smoke/Carbon Monoxide Combo Detectors w/Voice: BRK #SC7010BV - Each Bedroom Group (per Code)				STD
> Arc Fault Circuits (per Code)				STD
LIGHTING SCHEDULE:				
. Location	Model#		Qty Total	
> Kitchen (Sink):	Halo #HLB6099FS1EMWR (6" LED Recessed)		3	INC
> Dining:	Progress #P4770-15 Chrome 5 lite chandelier	Chrome	2	INC
> Unit 4A washer/dryer	Progress LED header mount light P73000-30-30		2	130
> Exterior Door:	OMIT (Wire Only)		5	-497
RECESSED LIGHTING SCHEDULE:				
			Qty	
> Unit 4B living room	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		3	124
> Unit 4B Kitchen	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		5	206
> Unit 4B entry	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		1	41
> Unit 4B stair/2nd floor hall	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		2	165
> Unit 4B Bed	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		5	206

> Unit 4B shower	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)	1		41
> Unit 4C stair	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)	3		124
> Unit 4C kitchen	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)	4		206
> Unit 4C living room	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)	4		165
> Unit 4C bed 2	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)	4		165
> Unit 4C bath 3 shower	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)	1		41
> Unit 4C bed 1	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)	4		165
> Unit 4C bath 2 shower	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)	1		41
> Unit 4A living room	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)	4		165
> Unit 4A kitchen	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)	3		124
> Unit 4A island	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)	1		41
> Unit 4A hall	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)	2		82
> Unit 4A bath 1 shower	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)	1		41
> Unit 4A bed 1	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)	6		247
KITCHEN:				
CABINETS:				
> Raise 5/8" for onsite flooring				
. Merillat: "Classic" Series Cabinets (Single Roll-Out Trays)				
> All kitchen cabinets for unit 4C will be shipped loose due to mawall location				
> Merillat cabinet touch up kit (TUK) - Shiploose				
> Portrait Maple (5pc Drawer front) - (Painted)				
(ILO STD)				
Color: Cotton				
INC				
4,439				
. Order the UFSB3024B with a solid drawer front to mount the remote range hood switch				
6 Additional LF of Merillat STD Cabinets (Base & Overhead)				
Reconfigured kitchen in unit 4B				
1,215				
> Note: If full overlay cabinets is selected the corner cabinet will be a BCR style ILO BLS style				
> Toe Kick Material to match Cabinet Color (Note: Material is shipped loosed when Kitchen Flooring is OMIT)				
STD				
> Islands:				
Islands per prints				
1 3' Island (Includes GFI Recept)				
with out Bartop				
1,535				
> Base Cabinet Upgrades:				
2 Base Waste Basket (Top Mount): BWBT18 (ILO B18)				
534				
2 Universal Floating Sink Base UFSB3024B				
1st floor sink ADA unit only				
961				
. Any plumbing concealment or materials needed at time of ADA conversion will not be supplied by KBS.				
1 Universal Base Table Butt Door UBT24B				
1st floor ADA unit only				
359				
> Oven Cabinets:				
1 Single Oven Cabinet: OCS3084				
2 doors at the bottom of the cabinet				
1,030				
. Raise the oven cabinet to equal the toe kick height of the other base cabinets. Bottom shelf in the wall cabinets shall not exceed 54" AFF				
. 2 SWS4. Cut and mount ontop of the oven cabinet to equal height and return back to the wall cabinets. Rip/cut as needed to fit. Miter front corners				
> Add a SS side splash to the cooktop side of the oven cabinet Wall Shield SP3004 30"x24". Cut to fit. In Berts office				
102				
> Drawer Base Cabinets:				
2 Four Drawer Base Cabinet: BD24-4D ILO B24L1ST				
239				
> 36" Wall Cabinets ILO 30" Wall Cabinets for STD Door Style at the ADA unit only				
162				
. SDT - Standard Construction (Includes Dovetail Drawers, Soft Close Drawers and Soft Close Hardware on Doors)				
STD				
COUNTERTOP:				
42 OMIT Standard Postform Laminated Countertop				
-524				
SINK:				
3 OMIT "American Standard" Stainless Steel Double Bowl Sink (Leave Plumbing)				
Color: N/A				
-591				
. Will be onsite single bowl at the ADA unit				
FAUCET:				
3 OMIT American Standard "Colony Pro" Single Lever Faucet w/ Spray #7074.040.002				
N/A				
-270				
RANGE HOOD:				
2 Delete Range Hood - Prep for spacesaver microwave				
N/C				
1 Broan Under The Cabinet Range Hood BKSA130WW				
1st floor ADA unit only				
Color: White				
263				
. ADA has remote switching. See electrical				
APPLIANCES:				
2 Plumb & Wire for D/W with Hammer Arrestor (Omit Cabinet)				
-173				
3 Plumb for Ice & Water @ Fridge (with Box and Hammer Arrestor)				
316				
ADA BATH #1:				
. Raise 5/8" for onsite flooring				
. All blocking for future grab bars in showers/baths/toilet areas located per MAAB requirements				
HANDICAP LAV:				
1 Handicap wall hung lav: Kohler K-2032 (White) w/ concealed hanger and Zurn #Z812A-4- XL Faucets (ILO 36" Vanit				
Color: White				
194				
. Any additional plumbing concealment or materials needed at time of ADA conversion will not be supplied by KBS.				
MEDICINE CABINETS:				
1 24"x36" beveled edge mirror with mounting clips				
53				
VANITY LIGHTS:				
1 Vanity Light Bar: Progress Ashford Two Light Polished Chrome Vanity Light P300315-015				
Chrome				
125				
BATH FANS:				
> Bath Fan: Panasonic "Whisper Green Select" FV-0511VKSL2 (with multi speed select & time delay)				
STD				
. Radiation Damper: Panasonic PCRD05C5				
82				
TOILET:				
. Shiploose				
1 Handicap Toilet: American Standard "Cadet Pro" #3517A.101.020 Bowl & #4188A.004.020 Tank - (ILO STD)				
Color: White				
44				

1 Toilet Seat: A/S Elongated Slow Close #5257A.65MT.020 (White)					STD
1 (1) 18", (1) 36" & (1) 42" Grab Bar for Handicap Toilet					80
TUBS / SHOWERS:					
> Unit 4A ADA bath 1 Aquatic #1603BFSBMA White handicap shower with KBS applied water dam #9strip water dam. Weighted shower curtain onsite by others. Blocking in shower from base to 60" to meet MAAB requirements. Future grab bars are supplied and installed onsite by others. Unit will still have hand held shower head and controls mounted on the back wall for future handicap compliance as well as a std shower head and controls mounted on the sidewall per typical installation.					1,727
. Has std shower head mounted at std/typical location as well as hand held on the long wall					
> Commercial Shower System TU662SG213.002 1.5gpm Mounted on back wall per MAAB requirements Color: Chrome					780
. Reliant 3 Valve Trim w/ Pressure Balance Cartridge TU385501WD					
. 3 Function hand shower 1660.766					
. In line Vacuum breaker 1660.400					
. 59" metal hose 8888.035					
. Wall supply 8888.037					
. Flow wise Shower head 1660.710					
. Diverter handle T342.430					
. 36" slide bar 1662.236					
. American Standard 2 Way diverter R422S Shared					
. American Standard "Colony Pro" RU108ESS Valve (Chrome)					
. Controls and hand held are mounted on the back wall					
. Std shower head mounted at std/typical side wall location in addition to the hand held					
> American Standard "Colony Pro" Shower Diverter Trim Kit #TU075.507.002 Color: Chrome					STD
ACCESSORIES (SHIPPED LOOSE):					
1 24" Towel Bar: American Standard "C-Series" #8337.024.002				Color: Chrome	STD
1 Paper Holder: American Standard "C-Series" #8337.230.002				Color: Chrome	STD
1 Towel Ring: American Standard "C-Series" #8337.190.002				Color: Chrome	STD
BATHROOM #2:					
. Raise 5/8" for onsite flooring					
. All blocking for future grab bars in showers/baths/toilet areas located per MAAB requirements					
VANITY TOP:					
3 OMIT Standard Postform Laminated Countertop					-37
SINK:					
1 OMIT American Standard "Aqualyn" Lav #0476.028.020 - (Leave Plumbing)					-52
FAUCET:					
1 OMIT American Standard "Colony Pro" Single Lever Faucet #7075.000.002					-82
VANITY CABINETS:					
> Portrait Maple (Solid Drawer Front) - (Painted)					STD
1 30" Vanity (VB30FH)	(ILO STD)		Color: Cotton		INC
> SDT - Full Height Vanity Cabinets with Soft Close Hardware (per LF)					94
> SDT - Full Height Vanity Cabinets with Soft Close Hardware (per LF)					STD
MEDICINE CABINETS:					
1 Jensen "Horizon" #1451 16"x26" Recessed - Frameless Beveled Edge					STD
VANITY LIGHTS:					
1 Vanity Light Bar: Progress Ashford Two Light Polished Chrome Vanity Light P300315-015	Chrome				125
BATH FANS:					
> Bath Fan: Panasonic "Whisper Green Select" FV-0511VKSL2 (with multi speed select & time delay)					STD
. Radiation Damper: Panasonic PCRD05C5					82
TOILET:					
. Shiploose					
1 Handicap Toilet: American Standard "Cadet Pro" #3517A.101.020 Bowl & #4188A.004.020 Tank - (ILO STD)			Color: White		44
1 Toilet Seat: A/S Elongated Slow Close #5257A.65MT.020 (White)					STD
. Add blocking in the walls for future grab bars per MAAB requirements					
TUBS / SHOWERS:					
> Tub/Shower:					
1 Tub/Shower: Maax Aker 60" CM-60			Color: White		575
. Add blocking at KBS to meet MAAB requirements					
> Faucet:					
1 American Standard "Colony Pro" Tub/Shower Diverter Trim Kit #TU075.508.002 with RU108ESS Valve (Chrome)			Color: Chrome		STD
ACCESSORIES (SHIPPED LOOSE):					
1 24" Towel Bar: American Standard "C-Series" #8337.024.002			Color: Chrome		STD
1 Paper Holder: American Standard "C-Series" #8337.230.002			Color: Chrome		STD
1 Towel Ring: American Standard "C-Series" #8337.190.002			Color: Chrome		STD
BATHROOM #3:					
. Raise 5/8" for onsite flooring					
. All blocking for future grab bars in showers/baths/toilet areas located per MAAB requirements					
VANITY TOP:					
3 OMIT Standard Postform Laminated Countertop					-37
SINK:					
1 OMIT American Standard "Aqualyn" Lav #0476.028.020 - (Leave Plumbing)					-52
FAUCET:					
1 OMIT American Standard "Colony Pro" Single Lever Faucet #7075.000.002					-82
VANITY CABINETS:					
> Portrait Maple (Solid Drawer Front) - (Painted)					STD
1 30" Vanity (VB30FH)	(ILO STD)		Color: Cotton		INC
> SDT - Full Height Vanity Cabinets with Soft Close Hardware (per LF)					94
> SDT - Full Height Vanity Cabinets with Soft Close Hardware (per LF)					STD

MEDICINE CABINETS:				
1	Jensen "Horizon" #1451 16"x26" Recessed - Frameless Beveled Edge			STD
VANITY LIGHTS:				
1	Vanity Light Bar: Progress Ashford Two Light Polished Chrome Vanity Light P300315-015	Chrome		125
BATH FANS:				
>	Bath Fan: Panasonic "Whisper Green Select" FV-0511VKSL2 (with multi speed select & time delay)			STD
.	Radiation Damper: Panasonic PCRD05C5			82
TOILET:				
.	Shiploose			
1	Handicap Toilet: American Standard "Cadet Pro" #3517A.101.020 Bowl & #4188A.004.020 Tank - (ILO STD)	Color: White		44
1	Toilet Seat: A/S Elongated Slow Close #5257A.65MT.020 (White)			STD
.	Add blocking in the walls for future grab bars per MAAB requirements			
TUBS / SHOWERS:				
>	Tub/Shower:			
1	Tub/Shower: Maax Aker 60" CM-60	Color: White		575
.	Add blocking at KBS to meet MAAB requirements			
>	Faucet:			
1	American Standard "Colony Pro" Tub/Shower Diverter Trim Kit #TU075.508.002 with RU108ESS Valve (Chrome)	Color: Chrome		STD
ACCESSORIES (SHIPPED LOOSE):				
1	24" Towel Bar: American Standard "C-Series" #8337.024.002	Color: Chrome		STD
1	Paper Holder: American Standard "C-Series" #8337.230.002	Color: Chrome		STD
1	Towel Ring: American Standard "C-Series" #8337.190.002	Color: Chrome		STD
.				
.	Raise 5/8" for onsite flooring			
.	All blocking for future grab bars in showers/baths/toilet areas located per MAAB requirements			
VANITY TOP:				
3	OMIT Standard Postform Laminated Countertop			-37
SINK:				
1	OMIT American Standard "Aqualyn" Lav #0476.028.020 - (Leave Plumbing)			-52
FAUCET:				
1	OMIT American Standard "Colony Pro" Single Lever Faucet #7075.000.002			-82
VANITY CABINETS:				
>	Portrait Maple (Solid Drawer Front) - (Painted)	(ILO STD)	Color: Cotton	INC
1	30" Vanity (VB30FH)			94
>	SDT - Full Height Vanity Cabinets with Soft Close Hardware (per LF)			STD
MEDICINE CABINETS:				
1	Jensen "Horizon" #1451 16"x26" Recessed - Frameless Beveled Edge			STD
VANITY LIGHTS:				
1	Vanity Light Bar: Progress Ashford Two Light Polished Chrome Vanity Light P300315-015	Chrome		125
BATH FANS:				
>	Bath Fan: Panasonic "Whisper Green Select" FV-0511VKSL2 (with multi speed select & time delay)			STD
.	Radiation Damper: Panasonic PCRD05C5			82
TOILET:				
.	Shiploose			
1	Handicap Toilet: American Standard "Cadet Pro" #3517A.101.020 Bowl & #4188A.004.020 Tank - (ILO STD)	Color: White		44
1	Toilet Seat: A/S Elongated Slow Close #5257A.65MT.020 (White)			STD
.	Add blocking in the walls for future grab bars per MAAB requirements			
TUBS / SHOWERS:				
>	Tub/Shower:			
1	Tub/Shower: Maax Aker 60" CM-60	Color: White		575
.	Add blocking at KBS to meet MAAB requirements			
>	Faucet:			
1	American Standard "Colony Pro" Tub/Shower Diverter Trim Kit #TU075.508.002 with RU108ESS Valve (Chrome)	Color: Chrome		STD
ACCESSORIES (SHIPPED LOOSE):				
1	24" Towel Bar: American Standard "C-Series" #8337.024.002	Color: Chrome		STD
1	Paper Holder: American Standard "C-Series" #8337.230.002	Color: Chrome		STD
1	Towel Ring: American Standard "C-Series" #8337.190.002	Color: Chrome		STD
.				
.				
INTERIOR DOORS & TRIM:				
TRIM:				
>	Note: Full length base trim is shipped loose for onsite install at onsite flooring locations			
>	Windsor One Farmhouse Trim Package (1x4 Casing with 5/4x4 Head) (ILO STD):			1,028
>	Farmhouse Trim Package - (1 x 6 Base Molding)			702
>	Builder to provide and install jambs and casing at windows located within a shower			
>	Will need to use Birch plywood extension jambs at some locations			
DOORS:				
>	Masonite "Heritage Series" Solid Core - Smooth Finish (ILO STD)	3 Panel "Winslow"		1,506
>	Note: Bifold doors are not available as Solid Core - Bifolds will be Hollow core (If Applicable)			
4	Pocket Door (ILO STD) - Door slab will be a solid core door			84
1	26"x6'-8" Passage Door		Closet unit 4A kitchen	8
>	Add ADA lever pocket door pull hardware at 1st floor ADA unit Cavity Sliders CL400ADA Magnetic			
>	Louvered doors at washer/dryer closet			
HARDWARE:				
.	Only the interior doors have Chrome hardware	Color	Polished Chrome	
>	Lockset: Kwikset "Commonwealth" - Interior Lever and door hinges (ILO STD)			90

> Pocket Door Lock: Privacy - Kwikset #335	Locations other than ADA bath	STD
> Add ADA pocket door hardware at 1st floor ADA unit		1,755
WINDOW SILLS & SASHES:		
> White window Sills	Throughout	158
PAINT:		
> Trim and Door Paint: Sherwin Williams "Promar 400" Latex Semi-gloss	Color: Extra White	STD
SHELVING:		
> Ventilated Wire Shelving - White		STD
> (1) 12" Deep Shelf with Open Slide Rod @ Closets / Wardrobes		STD
STAIRS:		
. Raise top and bottom 5/8". Prep platform 3/4" for onsite flooring		
> Stairs:		
2 KBS to build a stringer set of stairs treads with "pencil edging" WHITE OAK. Treads are to remain unfinished. Painted White Birch Risers		3,257
HANDRAIL:		
> Rake half wall with painted pine cap at the platform up at stairs per prints		
Shiploose Builder installed material: (2) 10' Painted White Poplar LJ-6042 Railing, (4) DJ130-619 (Nickel) wall brackets and 4 White Poplar LJ-7027 Rosettes. All quantities per unit. Per prints		655
. Handrail is cut and installed onsite by the GC		
FLOOR COVERINGS:		
> No Flooring Included other than whats listed below		
12 LF of 1/2 Wall with painted pine cap	Top of the stairs	254
PORCHES/DECKS:		
24 6' Deep Farmers Porch Includes: Railing, Balusters and Decking are supplied and installed onsite by the GC	Panelized. Shingled onsite	7,496
> Floor Framing: Pressure Treated 2x8 Floor Joists by KBS	Joist Spacing: 12"oc	
> Posts: Pressure Treated 6x6		STD
> Porch Ceiling onsite by the GC		
> Porch Header Beam: Supplied by KBS - Wrapped with FJP Radiatta 1x- Shipped loose		
. Ramp not supplied by KBS		
. No other entry roof/s are included in this pricing		
SHIP LOOSE: (Additional)		
2 CertainTeed XT-25 3 Tab Shingles	Color to match house	316
. For onsite roof/s overhang at entry doors that are not included in the porch section		
. All other materials for shingling the onsite roof between the units is onsite by the builder		
ON-SITE REQUIREMENTS:		
> Foundation survey to make sure it is level and square is the responsibility of the Builder		By Builder
> Sill plates installed level and square with a 1/4" tolerance are the responsibility of the Builder		By Builder
> Lally columns and plates on-site for day of set are the responsibility of the Builder		By Builder
> Cost of off site storage area if needed for the modules is the responsibility of the Builder		By Builder
> Police details on-site if required are the responsibility of the Builder		By Builder
> Police Escorts from storage site to Job site if required are the responsibility of the Builder		By Builder
> Trash Dumpster available for the day of set is the responsibility of the Builder		By Builder
TOTAL OPTIONS:		
		128,859
		437,586
TOTAL BASE & OPTIONS (No Set Fees, Transportation, Engineering or Seals):		
		566,445
STATE SALES TAX:		
	MA Taxpayer ID #10753317	
	Certificate # 1281034240	
TOTAL F.O.B.		
		566,445
STATE SEALS:		
10 Massachusetts Modular Seal		1,000
10 Third Party Approval Seal (Required in all States)		650
FREIGHT & PERMITS:		
Frames are not to exceed 50' in length unless okd by the GC/Billy Cassidy.		
Keep parts frames to less than 9' wide and under 40' frame unless okd by GC/Billy Cassidy		
PERMITS: (Permit needed for each State traveled through)		
> Permits are included in Freight cost listed below		INC
FREIGHT:		
> Boxes are picked up by the builder. Flag/escort cars are also supplied by the builder.		73,001
. This fee includes all permits by KBS. KBS to pull permits. Contact is Bill Cassidy for truck information 508 735 5159		
. The frames need to be returned ot KBS within 2 week of delivery		
Truck On-Site:		
> None		

TOTAL ESTIMATED DELIVERED PRICE (Does not include Crane or Set):		641,096
Price / Square Foot before set costs.		\$249.26
Items shown as optional are not included in price.		
NOTE: THIS QUOTE CONTAINS COMMODITY ITEMS THAT ARE SUBJECT TO MARKET VOLATILITY AND MAY BE SUBJECT TO PRICE ADJUSTMENT AT TIME OF PROCUREMENT. LOCKED IN PRICING FOR COMMODITY PORTION OF THE PROJECT IS AVAILABLE UPON REQUEST AND REQUIRES PAYMENT FOR STORED MATERIAL		
NOTE: THIS IS A PRELIMINARY ESTIMATE ONLY SUBJECT TO ENGINEERING REVIEW.		
THIS ESTIMATE REFLECTS STATE CODE CONFORMANCE. IT IS THE BUILDERS RESPONSIBILITY TO ALERT KBS OF ANY LOCAL CODE REQUIREMENTS.		
THIS QUOTE IS GOOD FOR 7 DAYS FROM ORIGINAL QUOTE DATE. KBS HAS THE UNILATERAL RIGHT TO REPRICE QUOTES AFTER 7 DAYS. FINAL PRICE IS ONLY ACCEPTED AND LOCKED IN ONCE A SALES AGREEMENT IS MUTUALLY SIGNED		
NEW PRICES FOR OPTIONS WILL NOT REQUIRE A NEW QUOTE AS LONG AS THE FOOTPRINT AND ROOF DESIGN REMAIN UNCHANGED		

Quote Date: 11/10/21	Revised: 04/08/22
Sales Rep: M Brennan	Price Revision #

Quote # Q-21-0198-MCB	House #: 3556
Plan Rev #:	SO#

BUILDER: NHA Properties
ADDRESS: PO Box 3149
CITY: Nantucket
STATE: MA ZIP: 02584-3149
CONTACT: Billy Cassidy
CUSTOMER: Fairgrounds Rd Lot 5
SITE ADDRESS: 31 Fairgrounds Rd
CITY: Nantucket
STATE: MA ZIP: 02554
GSL: 25 WIND (Vult): 140

TYPE OF HOUSE:			
3-Box Wide	Colonial		
SIZE OF HOUSE:	36	x	37
HOUSE INFO:			
Number of Boxes:			8
Number of Line Moves:			7
Total Approx Square Feet for Estimating Purposes:			3,282
Cost Base: 5/5/2022	Program: V21.09.2	Option Book: 22.05.01	

CS License CS-074074

Exp 10-25-2022

William Stevens

REDBOOK CONTRACT

1 UNIT TO BE DESIGNED AS 2A ACCESSIBLE

FOUNDATION:			
> Builder to supply and install Lalley columns, Not KBS			By Builder
> Builder to supply and install Double layer sill plates			By Builder
CONSTRUCTION:			
3 Thermal Bi-Pass Checklist+ RESNET Grade 1 Picture Documentation with sign off			
Blower door test,HERS rating and all applicable stretch energy town paperwork/requirements are by the GC			
> Structural framing or pre drilled steel flitch plate per eng detail for living room/kitchen span. Actual costing can be done once eng has been able to design			3,510
Pricing is subject to change once actual specs are provided, fire marshal review and eng structural review.			
Sprinkler system is roughed in at the factory. Sub provided by the builder. Production to call sprinkler co with date and time to rough in. Mike Dobert @ The Dobert Companies 617 512 1124			
Pricing does not include any HVAC prep or equipment unless specified.			
FLOOR SYSTEM:			
> 2" x 10" Floor Joists - 16" o.c. / Solid Block Bridging	1st Floor		STD
> 2" x 10" Floor Joists - 16" o.c. / Solid Block Bridging	2nd Floor		STD
Add 2' strip of 3/4" osb in the attic area to aid the individual that will be applying the onsite spray foam			181
> LF of Open Joist 2000 Floor Trusses ILO Floor Joist (Included with Colonials)			INC
> Decking: 3/4" T&G Plywood (Glued & Nailed)			INC
At all mawall openings greater than 3' and the flooring is omit/shiploose, the floor sheathing is to be held back 1'-6"			
If KBS is installing the flooring we are to use the KBS standard hold back of 2"			
Label material for mawall openings so the set crew will not use it for something else			
EXTERIOR WALLS:			
> 2" x 6" Exterior Walls - 16" o.c.			STD
> 2" x 8" Exterior Walls - 16" o.c.	per prints		STD
> 8' Ceiling Height	All Floors		STD
EXTERIOR/INTERIOR WALL ASSY:			
> EXTERIOR WALL ASSY			14,224
Interior Finish: 5/8" Sheetrock (Mud, Taped & Painted) Type X			9,343
Interior Vapor Retarder: NONE PER THE BUILDERS REQUEST> Any required by the AHJ is the responsibility of the GC			
Exterior Wall Framing: 2x6 Studs @ 16" o.c. - Double top plate - Single bottom plate			
Air Infiltration: Install 3M 8067 Tape to all exterior wall to exterior wall connections and exterior wall to floor and exterior wall to ceiling connections			
Exterior Wall Insulation: R23 Mineral Wool			
Wall Sheathing: 7/16" OSB, 2-1/2" Zip-R Sheathing (R12) - Seams covered with Zip tape. (Fire rated walls to have an additional layer of exterior rated 5/8" type X			702
Cabot Blue Glass or equivalent. See eng detail for application/requirements/location			
Fire rated exterior wall assy between units at KBS prints showing. See eng detail for application/requirements/location			
GC to protect the bottom side of the exposed Zip panel. Materials to do so are supplied and installed onsite by the GC			
> Dupont Tyvek Drain Vent Rain Screen	POTENTIAL LONG LEAD TIME		
> Structural post in the kitchen at the island is finished onsite by builder			5,920
> Due to shear wall straps see eng detail for shiploose ZIP R and exterior fire rated sheetrock specifics			
MARRIAGE WALLS:			
> 2" x 4" Marriage Wall studs - 16" o.c.			STD
MARRIAGE WALL SHEATHING:			
> 7/16" OSB Marriage Wall Sheathing	Completely Sheath		STD
ROOF:			
> 6/12 Pitch Truss - 16" o.c. Per prints			STD
> 9/12 12/12 rafter roof 16" oc per prints			INC
> "Ridge cap" beyond truss at peak is panelized for onsite install. Shingles are shipped loose			2,527
> Valley set panels are shipped loose for onsite install and shingling			1,287
> See print detail for eave overhang			
> Shiploose eave panels as needed to keep under 14' wide.			
If KBS removes the eave, the roof sheathing needs to remain long with ice+water. (Will keep water out of the walls)			
ROOF SHEATHING:			
> 7/16" OSB Roof Sheathing			STD
GABLE END OVERHANGS:			

> Gable End Overhang are per print detail					629
> Gable End Overhang at shed per print detail					814
SHEETROCK:					
. At any smooth transitions the sheetrock is held back 1/6" at each side					
. Omit the RC-2 channel in this area and shiploose plywood to take its place					
. Label material for mawall openings so the set crew will not use it for something else					
WALLS:					
> 5/8" Sheetrock Throughout (Walls) Type X ILO STD. Fire rated assy per eng detail				See prints for detail assemblies	952
> Add 5/8" moisture resistant sheetrock to all bath walls					INC
2x8 or 2x10 stair wall (per prints) 1st and 2nd floor to allow for running onsite HVAC/line sets/wiring to the attic for onsite HVAC unit. All items are installed onsite by GC. Leave sheetrock off bays per eng detail					
. Frame access on the 2nd floor wall to access the knewall area for onsite spray foam application to the bottom side of the rafters. May only apply to buildings 1+8					
> Add framed access to knewall areas for onsite spray foam					
CEILINGS:					
> 2 layers of 5/8" type X throughout				See prints for detail assemblies	3,264
> Add 5/8" moisture resistant sheetrock to all bath ceilings					INC
> Leave off sheetrock from 2nd floor sloped ceiling to allow for onsite spray foam to bottom of roof decking. Shiploose RC2 channel as needed. If truss or rafter needs to be padded down, it is the builder responsibility to supply the material and install onsite. Shiploose sheetrock					Base Deduct
3 Fire Rated Insulated Lockable Access Door NTC24"x36					842
. Fire rating of any ceiling penetrations are to be completed onsite by the builder					
. At any smooth transitions the seetrock is to be held back 1/6" at each side					
. Omit the RC-2 channel in this area and shiploose plywood to take its place					
. Label material for mawall openings so the set crew will not use it for something else					
FINISH:					
> Primer: Sherwin Williams "Builder Solutions" Interior Latex B28W08601				Color: White	STD
> Wall and Ceiling Paint: Sherwin Williams "Promar 400" Interior Latex Flat				Color: Dover White	STD
DORMERS:					
. SHED DORMERS:					
> Shed Dormer, 2" x 6" Exterior Wall & Roof 16" o.c.					INC
> Shed Dormer, 2" x 6" Exterior Wall & Roof 16" o.c.					INC
> Shed Dormer, 2" x 6" Exterior Wall & Roof 16" o.c.					INC
> Shed Dormer, 2" x 6" Exterior Wall & Roof 16" o.c.					INC
> Shed Dormer, 2" x 6" Exterior Wall & Roof 16" o.c.					INC
> Shed Dormer, 2" x 6" Exterior Wall & Roof 16" o.c.					INC
INSULATION:					
BASEMENT/CRAWL SPACE:					
> To be provided and installed by Builder on-site					By Builder
EXTERIOR WALLS:					
> R-23 Mineral Fiber Wall Insulation (5-1/2" Wall) (ILO R-21 Fiberglass)					934
> NO Vapor Retarder per GC request. Any required by AHJ will be the responsibility of the GC					
> Energy Blocks:					
3 Energy Block For Two Story House					1,063
ROOF/CEILING:					
2 layers of R19 fiberglass unfaced batt insulation in the entire 1st floor ceiling cavity with 1 additional row of R11 fiberglass unfaced batt insulation around the exterior perimeter of the building. Use black strapping over the top of the insulation to secure insulation during the set so it will not blow away.					1,905
> Omit 2nd floor ceiling insulation. Supplied and installed onsite by the GC					-720
> NO Vapor Retarder per GC request. Any required by AHJ will be the responsibility of the GC					
INTERIOR WALLS:					
. Shiploose if at an open bay for chase					
> Insulate 2x4 interior walls with R-11 unfaced Bath shower walls					115
> Insulate 2x6 interior walls with R-19 unfaced Bath shower walls					182
3 Thermal Bi-Pass Checklist+ RESNET Grade 1 Picture Documentation with sign off					1,755
. Blower door test,HERS rating and all applicable stretch energy town paperwork/requirements are by the GC					
WEATHER BARRIER:					
> See wall assy above					
> Flashing System:					
. Windows: Zip Stretch Tape sill pans with Zip System Flashing Tape applied at sides and top					126
. Doors: Jamsill Guard sill pans with Zip System Flashing Tape applied at sides and top					INC
. Penetrations: Zip Stretch Tape or Zip System Flashing Tape applied at all penetrations through the wall					INC
. Seams: Zip Tape at all seams and repair any overdriven nails with Zip liquid flash					INC
EXTERIOR DOORS & SIDELITES:					
. See special eng framing detail/stepping for install					
. Windows and doors do not need to be padded out					
. Raise 5/8" for onsite flooring					
> 6-5/8" jamb					
EXTERIOR DOOR:					
1 3'-0" x 6'-8" Therma-Tru S90, 3/4 Lite, Clear Glass Low E Smooth Star Fiberglass, Handicap /Public Access Sill				Unit 5A	713
. Handicap/public access sill. Drop exterior door pans below floor for handicap/public access sill. Only at 5A dining door					
3 3'0" x 6'8" Therma-Tru S1205SDL LE, Simulated Divided Lite, 4 lite, Smooth Star Fiberglass					2,260
4 Door Frame: Final Frame TruGuard White Composite (Paintable/Stainable)					INC

5/8" layer of sheetrock, 2x6 wall, 7/16osb sheathing and 2-1/2" Zip R. Fire rated wall will have an additional 5/8" sheetrock			
4	Hinges: (3) 4" x 4" Self-Aligning Ball Bearing Hinge - 5/8" Radius	Color: Black	STD
3	Door Sill: Tru Defense Composite Sill (Adjustable Cap with Lightwood finish - Aluminum sill with Mill Finish and Sill Cove	Not at 5A Dining door	STD
Jamb thickness varies.			
4	Door Prep: Double Bore (2-1/8" diameter with 2-3/4" backset) - Holes are 5-1/2" center to center		42
3	Exterior Trim: 5/4"x4" Final Frame WITH OUT built in "J" Channel (Paintable/S	Color: White	-43
>	Kickboard: None		
4	STD Finish: Primer finish from ThermaTru	Builder or Homeowner is required to paint all sides (within 3 mos) to maintain warranty	STD
HARDWARE: Only the exterior doors have Black hardware. Interior and exterior		Color: Iron Black	
4	Lockset: Kwikset "Commonwealth" - (Iron Black) Exterior Lever (ILO STD)		108
4	Deadbolt: Kwikset Signature Series Single Cylinder 980 - (Iron Black) - Installed		133
FIRE DOOR(S):			
Raise 5/8" for onsite flooring			
1	3'-0" Therma-Tru SE4800, 90 Minute Fire Door 3 Panel Shaker Style Door	Location: At top of the stairs 5C	-89
Step 2x10 wall back to a 2x6 due to jamb availability			
1	3'-0" Therma-Tru SE4800, 90 Minute Fire Door 3 Panel Shaker Style Door	Location: 1st floor unit 5C entry door	-89
2	Frame (90 min): 18 Gauge Steel Split Frame - with Jamb Extender Pack Jamb thickness varies		STD
2	Hinges: (3) 4" x 4" Self-Aligning Hinge - 5/8" Radius. (2 Spring + 1 Regular on Fire Doors)	Color: Black	STD
2	Door Sill: Tru Defense Composite Sill (Adjustable Cap with Lightwood finish - Aluminum sill with Mill Finish	Color: Aluminum - Mill Finish	STD
2	Door Prep: Double Bore (2-1/8" diameter with 2-3/4" backset) - Holes are 5-1/2" center to center		20
1	Exterior Trim: Match trim inside House (Shipped loose and installed by Builder on site)	Location: At top of the stairs 5C	STD
2	Kickboard: None		
2	STD Finish: Primer finish from ThermaTru	Builder or Homeowner is required to paint all sides (within 6 mos) to maintain ThermaTru warrar	STD
HARDWARE: Only the exterior doors have Black hardware. Interior+Exterior			
2	Lockset: Kwikset "Commonwealth" - (Iron Black) Exterior Lever (ILO STD)		54
2	Deadbolt: Kwikset Signature Series Single Cylinder 980 - (Iron Black) - Installed		66
Note: All Final Door Adjustments by Builder in Field			
WINDOWS:			
WINDOWS ARE A 22 WEEK LEAD TIME			
Windows and doors do not need to be padded out			
>	The windows will be drop shipped from Andersen/Home Depot to Cape Cod Express 1 Express Way Wareham MA		
Shiploose all material for the builder to be able to install the windows onsite if they arent here in time			
>	Andersen A Series Storm Watch		63,377
Glazing: High Performance Low-E4 HEATLOCK		Screens: Full Frame - Moderate Full Screen Aluminum	
Interior Finish: Pre-Finished White		Exterior Finish: Dove Gray	
Hardware: Classic		Color: White	
Grids: 2 over 2 Permanent FDL			
With Corrosion Resistant Hardware			
WINDOW OPENING CONTROL DEVICE ON ALL WINDOWS			
1x4 Wide casing w/ sill is supplied and installed onsite by the GC			
>	GC/builder accepts casement swing per KBS prints		
CASEMENT AND FIXED WINDOW TO HAVE WIDE CENTER BAR TO MIMIC A HUNG WINDOW			
Shiploose window drip caps			
ACW2850		Per prints	
ADH2850		Per prints	
ACW2648		Per prints	
ADH2038		Per prints	
ACW2024		Per prints	
ACW2448		Per prints	
APW2038 shiploose for attic area			
>	Safety Glass for Windows:		
>	Safety Glass for Windows	Qty/pricing subject to change pending KBS Engineering and/or 3rd party review	1,556
SIDING & SHUTTERS:			
SIDING:			
>	Prep for Double Builder Installed Sill Plate		
>	OMIT Mainstreet Double 4" Siding		
>	When siding is omit the light blocks are omit as well		
See print detail for eave and gable overhang			
>	Primed Finger Jointed Radiatta Primed Pine 1x8 fascia with 1x3 shadow board.		
Install what can be done at the factory. Shiploose the remaining to be installed onsite by the GC			
GABLE VENTS			
>	None		
NO GABLE END VENTING NEEDED. Any venting required by The AHJ is the responsibility of the GC			
>	OMIT Aluminum Fascia & Vinyl Soffit		
SHUTTERS:			
>	None		
ROOF SHINGLES:			
>	CertainTeed XT-25 3 Tab Shingles	Color: Nickel Gray	702
Shiploose roof shingles that can not be installed here at the factory. Installed onsite by the GC			
>	High Wind Nailing for Shingles (6 Nails per full shingle)		

> Aluminum Drip Edge		Color: White	STD
DO NOT INSTALL DRIP EDGE UP ANY ROOF RAKED EDGES			
. See print detail for eave and gable overhang			
. Primed Finger Jointed Radiata Pine 1x8 fascia with 1x3 shadow board at KBS.			Inc Above
> One Layer 15lb F15 Paper			STD
. NO RIDGE VENTING NEEDED. Any venting required by the AHJ is the responsibility of the GC			
> (2) Courses of Ice & Water Shield at Eaves and Single course at Valleys			STD
> KBS Standard Ice & Water Shield			STD
PLUMBING:			
AVOID/LIMIT ELECTRICAL OR PLUMBING IN THE CHASE WAYS			
> PVC Drain & Vent Lines			STD
> Pex Supply Lines to Basement, Stubbed at Each Location - Not a Complete Loop			STD
> (2) 3/4" Pex Lines to 2nd Floor for Domestic Water			STD
1 Plumb & Wire for Washer with Hammer Arrestor		1st floor ADA unit	181
1 Plumb & Wire for Washer with Washer Pan & Hammer Arrestor - Second floor of 4-box			INC
. NO condensation lines run by KBS			
> Omit the radon vent per the GCs request			
. Any radon venting required by the AHJ is the responsibility onsite by the GC			
. No prep or materials are included in this quote for onsite HVAC unless listed			
HEAT:			
> OMIT Hot Water Baseboard Heaters			-3,112
. Any ERV/HRV duct work for the 2nd floor is run in the stairway wall onsite by the builder/GC			
. No prep or materials are included in this quote for onsite HVAC unless listed			
AIR EXCHANGER:			
> None			
Owners Signature:			
Owner Declines Optional Air Exchanger / HRV Unit.			
ELECTRICAL:			
Minimize the amount of electrical and plumbing in stair chase walls			
> 150 AMP LP415MB 42 Slot Leviton Panel Box	Location:	per prints	per Living Unit
3 Relocate Panel box to opposite box			STD
. Main breaker in the bottom of the panel			918
. Any decorative door is supplied and installed onsite by the builder			
. Any disconnects due to location of the panel boxes are supplied and installed onsite by the GC/builder			
> Wire for Electric Range and Gas Range		Non ADA unit	per Living Unit
1 Wire for electric Cooktop (ILO Range Circuit)		1st floor ADA unit	STD
> All 15+20 amp circuits located in modules without a panel box will be connected with amp connectors			N/C
2 Wire for Electric Dryer (Incls. Breaker, Dryer Box and Venting to the Exterior)			INC
> Conduits as needed for 2nd floor dryer and range			
1 Broan White double rocker switch for remote vent fan operation on ADA units Mod #P2RW		1st floor ADA unit	82
> GFI Weather Proof Outlets (per code)			STD
9 Television Jacks			98
9 Phone Jacks (Cat 5)			113
> All buildings to have White Toggle switches and std outlet covers			
> Add Single gang box and conduit for onsite fire monitoring system. See print for location and details. Add pull strings			1,141
. Fire monitoring single gang box and conduit for the 2nd floor is stubbed up into the attic area. Add pull strings			
Make sure fire monitoring boxes that are installed at KBS are not installed behind the swing of a door			
> LED Strobe light only BRK Smoke Detector SLED177 as required per prints			130
> Photo Electric Smoke/Carbon Monoxide Combo Detectors w/Voice: BRK #SC7010BV - Each Bedroom Group (per Code)			STD
> Exit sign only Compass CE Series as required per prints			410
> Arc Fault Circuits (per Code)			STD
LIGHTING SCHEDULE:			
. Location	Model#	Qty Total	
> Kitchen (Sink):	Halo #HLB6099FS1EMWR (6" LED Recessed)	3	INC
> Dining:	Progress #P4770-15 Chrome 5 lite chandelier	2	-129
. No chandelier in unit 5 B		5	
> Exterior Door:	OMIT (Wire Only)		-532
RECESSED LIGHTING SCHEDULE:			
		Qty	
> Living room Unit 5A	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)	5	206
> Kitchen Unit 5A	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)	4	165
> Island Unit 5A	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)	1	41
> Washer/dryer Unit 5A	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)	2	82
> 1st floor hall Unit 5A	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)	2	82
> Rear entrance Unit 5A	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)	2	82
> Bed 1 Unit 5A	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)	4	165
> Bath 2 Unit 5A	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)	1	41
> Bed 2 Unit 5A	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)	4	165
> Bath 1 Unit 5A	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)	1	41
> Bed 3 Unit 5A	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)	4	165
> Foyer/Hall Unit 5B	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)	2	82
> Living room Unit 5B	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)	3	124

> Kitchen Unit 5B	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		4	165
> Stairs/2nd floor hall Unit 5B	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		3	124
> Bath 3 shower Unit 5B	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		1	41
> Bed 1 Unit 5B	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		4	165
> Foyer Unit 5C	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		1	41
> Living room Unit 5C	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		6	247
> Bath 4 shower Unit 5C	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		1	41
> Stairs/2nd floor hall Unit 5C	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		2	82
> Kitchen/Island Unit 5C	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		4	206
> Washer/dryer Unit 5C	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		1	41
> Bed 1 Unit 5C	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		4	165
> Bed 2 Unit 5C	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		4	165
KITCHEN:				
. Raise 5/8" for onsite flooring				
> Cabinets at the mawall are shipped loose for onsite install by the GC				
CABINETS:				
. Merillat: "Classic" Series Cabinets (Single Roll-Out Trays)				
> Merillat cabinet touch up kit (TUK) - Shiploose				INC
> Portrait Maple (5pc Drawer front) - (Painted)	(ILO STD)	Color: Cotton		4,188
. Order the USFB3024B with a solid drawer front to mount the remote range hood switch				
6 Additional LF of Merillat STD Cabinets (Base & Overhead)	Reconfigured kitchen in unit 5B			1,215
> Note: If full overlay cabinets is selected the corner cabinet will be a BCR style ILO BLS style				
> Toe Kick Material to match Cabinet Color (Note: Material is shipped loosed when Kitchen Flooring is OMIT)				STD
> Islands:				
1 3/6" Island (Includes GFI/s Recept per prints)	Unit 5C	with out Bartop		1,106
1 4' Island (Includes GFI/s Recept per prints)	Unit 5A	Shiploose	with out Bartop	1,106
> Base Cabinet Upgrades:				
2 Base Waste Basket (Top Mount): BWBT18 (ILO B18)	NOT AT ADA UNIT			534
1 Universal Floating Sink Base UFSB3624B	1st floor ADA unit only sink base			551
1 Universal Floating Sink Base USFB3024B	1st floor ADA unit for onsite cooktop			
1 UB12	1st floor ADA unit only			
1 UBCR36	1st floor ADA unit only			
1 UB15	1st floor ADA unit only			
1 UBT24B	1st floor ADA unit only			
. Any plumbing concealment or materials needed at time of ADA conversion will not be supplied by KBS.				
1 Universal Base Table Butt Door UBT24B	1st floor ADA unit only			359
> Oven Cabinets:				
1 Single Oven Cabinet: OCS3084	2 doors at the bottom of the cabinet	1st floor ADA unit only		1,030
2 SWS4. Cut and mount on top of the oven cabinet to equal height and return back to the wall		1st floor ADA unit only		
. cabinets. Rip/cut as needed to fit. Miter front corners				
. Raise the oven cabinet to equal the toe kick height of the other base cabinets. Bottom shelf in the wall cabinets shall not exceed 54" AFF				
> Drawer Base Cabinets:				
1 Four Drawer Base Cabinet: BD21-4D ILO B21L1ST	Unit 5B			110
1 Four Drawer Base Cabinet: BD24-4D ILO B24L1ST	Unit 5C			120
1 Three Drawer Base Cabinet: UBD24-3D ILO B24L1ST	Unit 5A			119
> 36" Wall Cabinets ILO 30" Wall Cabinets for STD Door Style	1st floor ADA unit only			162
. Wall cabinets should equal the height of the oven cabinet with filler at the top. Bottom shelf in the wall cabinets not to exceed 54" AFF				
. SDT - Standard Construction (Includes Dovetail Drawers, Soft Close Drawers and Soft Close Hardware on Doors)				
STD				
COUNTERTOP:				
42 OMIT Standard Postform Laminated Countertop				-524
SINK:				
3 OMIT "American Standard" Stainless Steel Double Bowl Sink (Leave Plumbing)	Color: N/A			-591
. Single bowl sink at the ADA unit				
FAUCET:				
3 OMIT American Standard "Colony Pro" Single Lever Faucet w/ Spray #7074.040.002	N/A			-270
RANGE HOOD:				
2 Delete Range Hood - Prep for spacesaver microwave				N/C
> Broan Under The Cabinet Range Hood BKSA130WW	1st floor ADA unit only	Color: White		263
. ADA has remote switching. See electrical detail				
APPLIANCES:				
2 Plumb & Wire for D/W with Hammer Arrestor (Omit Cabinet)				-260
3 Plumb for Ice & Water @ Fridge (with Box and Hammer Arrestor)				316
ADA BATH #1:				
. Raise 5/8" for onsite flooring				
. All blocking for future grab bars in showers/baths/toilet areas located per MAAB requirements				
HANDICAP LAV:				
1 Handicap wall hung lav: Kohler K-2032 (White) w/ concealed hanger and Zurn #Z812A-4-XL Faucets (ILO 36" Vanity)	Color: White			194
MEDICINE CABINETS:				
1 24"x36" beveled edge mirror with mounting clips				53
VANITY LIGHTS:				
1 Vanity Light Bar: Progress Ashford Two Light Polished Chrome Vanity Light P300315-015	Chrome			125
BATH FANS:				
> Bath Fan: Panasonic "Whisper Green Select" FV-0511VKSL2 (with multi speed select & time delay)				STD

. Radiation Damper; Panasonic PCRD05C5				199
TOILET:				
. Shiploose				
1	Handicap Toilet: American Standard "Cadet Pro" #3517A.101.020 Bowl & #4188A.004.020 Tank - (ILO STD)	Color: White		44
1	Toilet Seat: A/S Elongated Slow Close #5257A.65MT.020 (White)			STD
1	(1)18", 36" & (1) 42" Grab Bar for Handicap Toilet			80
TUBS / SHOWERS:				
> Unit 4A ADA bath 1 Aquatic #1603BFSBMA White handicap shower with KBS applied water dam #9strip water dam. Weighted shower curtain onsite by others. Blocking in shower from base to 60" to meet MAAB requirements. Future grab bars are supplied and intalled onsite by others. Unit will still have hand held shower head and controls mounted on the back wall for future handicap compliance as well as a std shower head and controls mounted on the sidewall per typical installation.				1,727
. Has std shower head mounted at std/typical location as well as hand held on the long wall				
> Faucet:				
1	Commercial Shower System TU662SG213.002 1.5gpm	Color Chrome		780
KIT INCLUDES				
. Reliant 3 Valve Trim w/ Pressure Balance Cartridge TU385501WD				
. 3 Function hand shower 1660.766				
. In line Vacuum breaker 1660.400				
. 59" metal hose 8888.035				
. Wall supply 8888.037				
. Flow wise Shower head 1660.710				
. Diverter handle T342.430				
. 36" slide bar 1662.236				
. American Standard 2 Way diverter R422S Shared				
. American Standard "Colony Pro" RU108ESS Valve				
. Controls and hand held are mounted on the long wall				
. Std shower head mounted at std/typical location				
ACCESSORIES (SHIPPED LOOSE):				
1	24" Towel Bar: American Standard "C-Series" #8337.024.002	Color: Chrome		STD
1	Paper Holder: American Standard "C-Series" #8337.230.002	Color: Chrome		STD
1	Towel Ring: American Standard "C-Series" #8337.190.002	Color: Chrome		STD
BATHROOM #2:				
. Raise 5/8" for onsite flooring				
. All blocking for future grab bars in showers/baths/toilet areas located per MAAB requirements				
VANITY TOP:				
3	OMIT Standard Postform Laminated Countertop			-37
SINK:				
1	OMIT American Standard "Aqualyn" Lav #0476.028.020 - (Leave Plumbing)			-53
FAUCET:				
1	OMIT American Standard "Colony Pro" Single Lever Faucet #7075.000.002			-77
VANITY CABINETS:				
> Portrait Maple (Solid Drawer Front) - (Painted)				(ILO STD) Color: Cotton
1	36" Vanity (VB36FH)			104
> SDT - Full Height Vanity Cabinets with Soft Close Hardware (per LF)				STD
MEDICINE CABINETS:				
1	24"x36" beveled edge mirror with mounting clips			INC
VANITY LIGHTS:				
1	Vanity Light Bar: Progress Ashford Two Light Polished Chrome Vanity Light P300315-015	Chrome		125
BATH FANS:				
> Bath Fan: Panasonic "Whisper Green Select" FV-0511VKSL2 (with multi speed select & time delay)				STD
. Radiation Damper; Panasonic PCRD05C5				199
TOILET:				
. Shiploose				
1	Handicap Toilet: American Standard "Cadet Pro" #3517A.101.020 Bowl & #4188A.004.020 Tank - (ILO STD)	Color: White		44
1	Toilet Seat: A/S Elongated Slow Close #5257A.65MT.020 (White)			STD
1	(1) 18", 30" & (1) 42" Grab Bar for Handicap Toilet			INC
TUBS / SHOWERS:				
ADA Unit 5A bath 2 Aquatic #1603BFSBMA White handicap shower with KBS applied water dam #9stripwater dam. Weighted shower curtain onsite by others. Blocking in shower from base to 60" to meet MAAB requirements. Future grab bars are supplied and intalled onsite by others. Unit will still have hand held shower head and controls mounted on the back wall for future handicap compliance as well as a std shower head and controls mounted on the sidewall per typical installation.				575
. Faucet:				
> American Standard "Colony Pro" Shower Diverter Trim Kit #TU075.507.002 with RU108ESS Valve (Chrome)				Color: Chrome
ACCESSORIES (SHIPPED LOOSE):				
1	24" Towel Bar: American Standard "C-Series" #8337.024.002	Color: Chrome		STD
1	Paper Holder: American Standard "C-Series" #8337.230.002	Color: Chrome		STD
1	Towel Ring: American Standard "C-Series" #8337.190.002	Color: Chrome		STD
BATHROOM #3:				
. Raise 5/8" for onsite flooring				
. All blocking for future grab bars in showers/baths/toilet areas located per MAAB requirements				
VANITY TOP:				
3	OMIT Standard Postform Laminated Countertop			-37
SINK:				
1	OMIT American Standard "Aqualyn" Lav #0476.028.020 - (Leave Plumbing)			-53
FAUCET:				

1	OMIT American Standard "Colony Pro" Single Lever Faucet #7075.000.002				-77
VANITY CABINETS:					
>	Portrait Maple (Solid Drawer Front) - (Painted)	(ILO STD)	Color:	Cotton	INC
1	30" Vanity (VB30FH)				94
>	SDT - Full Height Vanity Cabinets with Soft Close Hardware (per LF)				STD
MEDICINE CABINETS:					
1	Jensen "Horizon" #1451 16"x26" Recessed - Frameless Beveled Edge				STD
VANITY LIGHTS:					
1	Vanity Light Bar: Progress Ashford Two Light Polished Chrome Vanity Light P300315-015	Chrome			125
BATH FANS:					
>	Bath Fan: Panasonic "Whisper Green Select" FV-0511VKSL2 (with multi speed select & time delay)				STD
.	Radiation Damper: Panasonic PCRD05C5				199
TOILET:					
1	Handicap Toilet: American Standard "Cadet Pro" #3517A.101.020 Bowl & #4188A.004.020 Tank - (ILO STD)		Color:	White	44
1	Toilet Seat: A/S Elongated Slow Close #5257A.65MT.020 (White)				STD
.	Add blocking in the walls for future grab bars per MAAB requirements				
TUBS / SHOWERS:					
>	Tub/Shower:				
1	Tub/Shower: Maax Aker 60" CM-60		Color:	White	575
.	Add blocking at KBS to meet MAAB requirements				
.	Faucet:				
>	American Standard "Colony Pro" Tub/Shower Diverter Trim Kit #TU075.508.002 with RU108ESS Valve (Chrome)		Color:	Chrome	STD
ACCESSORIES (SHIPPED LOOSE):					
1	24" Towel Bar: American Standard "C-Series" #8337.024.002		Color:	Chrome	STD
1	Paper Holder: American Standard "C-Series" #8337.230.002		Color:	Chrome	STD
1	Towel Ring: American Standard "C-Series" #8337.190.002		Color:	Chrome	STD
.					
.	Raise 5/8" for onsite flooring				
.	All blocking for future grab bars in showers/baths/toilet areas located per MAAB requirements				
VANITY TOP:					
3	OMIT Standard Postform Laminated Countertop				-37
SINK:					
1	OMIT American Standard "Aqualyn" Lav #0476.028.020 - (Leave Plumbing)				-53
FAUCET:					
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BATH FANS:					
>	Bath Fan: Panasonic "Whisper Green Select" FV-0511VKSL2 (with multi speed select & time delay)				STD
.	Radiation Damper: Panasonic PCRD05C5				199
TOILET:					
.	Shiploose				
1	Handicap Toilet: American Standard "Cadet Pro" #3517A.101.020 Bowl & #4188A.004.020 Tank - (ILO STD)		Color:	White	44
1	Toilet Seat: A/S Elongated Slow Close #5257A.65MT.020 (White)				STD
.	Add blocking in the walls for future grab bars per MAAB requirements				
TUBS / SHOWERS:					
>	Tub/Shower:				
1	Tub/Shower: Maax Aker 60" CM-60		Color:	White	575
.	Add blocking at KBS to meet MAAB requirements				
.	Faucet:				
>	American Standard "Colony Pro" Tub/Shower Diverter Trim Kit #TU075.508.002 with RU108ESS Valve (Chrome)		Color:	Chrome	STD
ACCESSORIES (SHIPPED LOOSE):					
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1	Paper Holder: American Standard "C-Series" #8337.230.002		Color:	Chrome	STD
1	Towel Ring: American Standard "C-Series" #8337.190.002		Color:	Chrome	STD
.					
.					
INTERIOR DOORS & TRIM:					
TRIM:					
>	Note: Full length base trim is shipped loose for onsite install at onsite flooring locations				
>	Windsor One Farmhouse Trim Package (1x4 Casing with 5/4x4 Head) (ILO STD):				1,028
>	Farmhouse Trim Package - (1 x 6 Base Molding)				702
.	Shiploose window jamb and casing full length for onsite cut an install if the windows are not here in time				
DOORS:					
>	Masonite "Heritage Series" Solid Core - Smooth Finish (ILO STD)	3 Panel "Winslow"			2,016
>	Note: Bifold doors are not available as Solid Core - Bifolds will be Hollow core (If Applicable)				
3	Pocket Door (ILO STD) - Door slab will be a solid core door				222
>	Louvered doors at the Washer/dryer closet				
HARDWARE:					
			Color:	Polished Chrome	

> Lockset: Kwikset "Commonwealth"	Interior Lever and door hinges (ILO STD)				90
> Pocket Door Lock: Privacy - Kwikset #335	Locations other than ADA bath+ utility				STD
> Add ADA lever pocket door hardware at 1st floor ADA unit Cavity Sliders CL400ADA Magnetic	Unit 5A pocket doorsbath 1+ hall to utility.				2,633
WINDOW SILLS & SASHES:					
> Picture Frame Window - No Sills					STD
> Window Sill - Kitchen Sink Window (KBS STD)					STD
PAINT:					
> Trim and Door Paint: Sherwin Williams "Promar 400" Latex Semi-gloss			Color: Extra White		STD
SHELVING:					
> Ventilated Wire Shelving - White					STD
> (1) 12" Deep Shelf with Open Slide Rod @ Closets / Wardrobes					STD
STAIRS:					
> Oak Stairs:					
2 KBS to build a stringer set of stairs treads with "pencil edging" WHITE OAK. Treads are to remain unfinished. Painted White Birch Risers					3,505
HANDRAIL:					
> Rake half wall with painted pine cap at the platform up at stairs					
Shiploose Builder installed material: (2) 10' Painted White Poplar LJ-6042 Railing, (4) DJ130-619 (Nickel) wall brackets and 4 White Poplar LJ-7027 Rosettes. All quantities per unit					655
Handrail is cut and installed onsite by the GC					
FLOOR COVERINGS:					
> No Flooring Included					
PORCHES/DECKS:					
> Due to the onsite ramp connection all porches and decks for this are supplied and installed onsite by the GC.					
No entry roof/s are included in this pricing					
SHIP LOOSE: (Additional)					
4 CertainTeed XT-25 3 Tab Shingles	To match main house				790
For onsite roof/s overhang at entry doors that are not included in the porch section					
All other materials for shingling the onsite roof between the units is onsite by the builder					
See window section for shiploose window					
ON-SITE REQUIREMENTS:					
> Foundation survey to make sure it is level and square is the responsibility of the Builder					By Builder
> Sill plates installed level and square with a 1/4" tolerance are the responsibility of the Builder					By Builder
> Lally columns and plates on-site for day of set are the responsibility of the Builder					By Builder
> Cost of off site storage area if needed for the modules is the responsibility of the Builder					By Builder
> Police details on-site if required are the responsibility of the Builder					By Builder
> Police Escorts from storage site to Job site if required are the responsibility of the Builder					By Builder
> Trash Dumpster available for the day of set is the responsibility of the Builder					By Builder
					147,467
TOTAL OPTIONS:					
					531,071
					678,538
TOTAL BASE & OPTIONS (No Set Fees, Transportation, Engineering or Seals):					
STATE SALES TAX:					
MA Taxpayer ID #10753317					
Certificate # 1281034240					
					678,538
TOTAL F.O.B.					
STATE SEALS:					
8 Massachusetts Modular Seal					800
8 Third Party Approval Seal (Required in all States)					520
FREIGHT & PERMITS:					
Frames are not to exceed 50' in length unless okd by the GC/Billy Cassidy.					
Keep parts frames to less than 9' wide and under 40' frame unless okd by GC/Billy Cassidy					
PERMITS: (Permit needed for each State traveled through)					INC
> Permits are included in Freight cost listed below					
FREIGHT:					
> Boxes are picked up by the builder. Flag/escort cars are also supplied by the builder.					70,159
This fee includes all permits by KBS. KBS to pull permits. Contact is Bill Cassidy for truck information 508 735 5159					
The frames need to be returned at KBS within 2 week of delivery					
3 frames in NH and MA will require police detail					
Truck On-Site:					
> None					
TOTAL ESTIMATED DELIVERED PRICE (Does not include Crane or Set):					750,017

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>	Price / Square Foot before set costs.	\$228.52
>	Items shown as optional are not included in price.	
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.	NOTE: THIS IS A PRELIMINARY ESTIMATE ONLY SUBJECT TO ENGINEERING REVIEW.	
.	NOTE: THIS QUOTE CONTAINS COMMODITY ITEMS THAT ARE SUBJECT TO MARKET VOLATILITY AND MAY BE SUBJECT TO PRICE ADJUSTMENT AT TIME OF PROCUREMENT. LOCKED IN PRICING FOR COMMODITY PORTION OF THE PROJECT IS AVAILABLE UPON REQUEST AND REQUIRES PAYMENT FOR STORED MATERIAL	
.	THIS ESTIMATE REFLECTS STATE CODE CONFORMANCE. IT IS THE BUILDERS RESPONSIBILITY TO ALERT	
.	KBS OF ANY LOCAL CODE REQUIREMENTS.	
.	THIS QUOTE IS GOOD FOR 7 DAYS FROM ORIGINAL QUOTE DATE. KBS HAS THE UNILATERAL RIGHT TO REPRICE QUOTES AFTER 7 DAYS.	
.	FINAL PRICE IS ONLY ACCEPTED AND LOCKED IN ONCE A SALES AGREEMENT IS MUTUALLY SIGNED	
.	NEW PRICES FOR OPTIONS WILL NOT REQUIRE A NEW QUOTE AS LONG AS THE FOOTPRINT AND ROOF DESIGN REMAIN UNCHANGED	
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Quote Date: 10/04/21	Revised: 05/20/22
Sales Rep: MBrennan	Price Revision #

Quote # Q-21-0199-MCB	House #: 3557
Plan Rev #:	SO#

BUILDER:	NHA Properties Inc		
ADDRESS:	PO Box 3149		
CITY:	Nantucket		
STATE:	MA	ZIP:	02584-3149
CONTACT:	Billy Cassidy		
CUSTOMER:	Fairgrounds Rd Lot 6		
SITE ADDRESS:	31 Fairgrounds Rd		
CITY:	Nantucket		
STATE:	MA	ZIP:	
GSL:	25	WIND (Vult):	140

TYPE OF HOUSE:			
Custom			
SIZE OF HOUSE:	56	x	36
HOUSE INFO:			
Number of Boxes:			10
Number of Line Moves:			7
Total Approx Square Feet for Estimating Purposes:			3,258
Cost Base:	5/4/2022	Program:	V21.09.2
		Option Book:	V22.05.01

CS License CS-074074

Exp 10-25-2022

Redbook Contract

William Stevens

FOUNDATION:			
> Builder to supply and install Lalley columns, Not KBS			By Builder
> Builder to supply and install Double layer sill plates			By Builder
CONSTRUCTION:			
3 Thermal Bi-Pass Checklist + RESNET Grade 1 Picture Documentation with Signoff			
Blower Door Test & HERS Rating are On-Site by Others			
Pricing is subject to change once actual specs are provided, fire marshal review and eng structural review.			
Sprinkler system is roughed in at the factory. Sub provided by the builder. Production to call sprinkler co with date and time to rough in. Mike Dobert @ The Dobert Companies 617 512 1124			
Pricing does not include any HVAC prep or equipment unless listed			
Building is not handicap compliant			
FLOOR SYSTEM:			
> 2" x 10" Floor Joists - 16" o.c. / Solid Block Bridging	1st Floor		STD
> 2" x 10" Floor Joists - 16" o.c. / Solid Block Bridging	2nd Floor		STD
> LF of 9-1/4" Open Joist 2000 Floor Truss ILO 2"x10" Floor Joist (Priced per linear foot of trusses)		For 2nd floor plumbing as needed	577
> Add (2') of 3/4" osb in the attic area to aid the individual that will be applying the onsite spray foam			176
> Decking: 3/4" T&G Plywood (Glued & Nailed)			INC
At all mawall openings greater than 3' and the flooring is omit/shiploose, the floor sheathing is to be held back 1'-6"			
If KBS is installing the flooring we are to use the KBS standard hold back of 2"			
Label material for mawall openings so the set crew will not use it for something else			
EXTERIOR WALLS:			
> 2" x 6" Exterior Walls - 16" o.c.			STD
> 8' Ceiling Height	All Floors		STD
EXTERIOR SHEATHING:			
> EXTERIOR WALL ASSY			10,611
Interior Finish: 5/8" Sheetrock Type X (Mud, Taped & Painted)			11,345
Interior Vapor Retarder: NONE PER THE BUILDERS REQUEST> Any required by the AHJ is the responsibility of the GC			
Exterior Wall Framing: 2x6 Studs @ 16" o.c. - Double top plate - Single bottom plate			
Air Infiltration: Install 3M 8067 Tape to all exterior wall to exterior wall connections and exterior wall to floor and exterior wall to ceiling connections			
Exterior Wall Insulation: R-23 Mineral Wool Insulation			
Wall Sheathing: 7/16" OSB, 2-1/2" Zip-R Sheathing (R12) - Seams covered with Zip tape. (Fire rated walls to have an additional layer of exterior rated 5/8" type X			702
Cabot Blue Glass or equivalent. See eng detail for application/requirements/location			
Fire rated exterior wall assy between units at KBS prints showing. See eng detail for application/requirements/location			
> Dupont Tyvek Drain Vent Rain Screen	Shiploose 1st floor	POTENTIAL LEAD TIME ITEM	5,148
Due to shear wall straps see eng detail for shiploose ZIP R and exterior fire rated sheetrock specifics			
MARRIAGE WALLS:			
> 2" x 4" Marriage Wall studs - 16" o.c.			STD
MARRIAGE WALL SHEATHING:			
> 7/16" OSB Marriage Wall Sheathing	Completely Sheath		STD
ROOF:			
> 6/12 Pitch Truss - 16" o.c. Per prints			STD
> 10/12 rafter roof 16" oc per prints			INC
> "Ridge cap" beyond truss at peak is panelized for onsite install.			1,856
> Valley set panels are shipped loose for onsite install and shingling			1,580
No decking in the attic area			
> See print detail for eave overhang			
If KBS removes the eave, the roof sheathing needs to remain long with ice+water. (Will keep water out of the walls)			
ROOF SHEATHING:			
> 7/16" OSB Roof Sheathing			STD
GABLE END OVERHANGS:			
> Gable End Overhang are per print detail			712
SHEETROCK:			
At any smooth transitions the sheetrock is held back 1/6" at each side			
Omit the RC-2 channel in this area and shiploose plywood to take its place			
Label material for mawall openings so the set crew will not use it for something else			

WALLS:									
>	5/8" Sheetrock Throughout Type X (Walls) ILO STD.					See prints for detail assemblies			963
>	Add 5/8" moisture resistant sheetrock to all bath walls								INC
	2x8 or 2x10 stair/kitchen wall (per prints) 1st and 2nd floor to allow for running onsite line sets and wiring to the attic for onsite 2nd floor ceiling cassettes Installed onsite by GC. Leave sheetrock off bays per eng detail								
	Add framed access to "knewall" areas for onsite spray foam. Only applicable on certain buildings								
CEILINGS:									
	2 layers of 5/8" type X sheetrock throughout								2,094
>	Add 5/8" moisture resistant sheetrock to all bath ceilings								INC
	Leave off sheetrock from 2nd floor sloped ceiling to allow for onsite spray foam to bottom of roof decking. Shiploose RC2 channel. If truss or rafter needs to be padded down, it is the builder responsibility to supply the material and install onsite. Shiploose sheetrock.								
	Base Deduct								
3	Fire Rated Insulated Lockable Access Door NTC24"x36								842
>	Fire rating of any ceiling penetrations left open at the factory are to be completed onsite by the builder								
	At any smooth transitions the seetrock is to be held back 1'6" at each side								
	Omit the RC-2 channel in this area and shiploose plywood to take its place								
	Label material for matewall openings so the set crew will not use it for something else								
FINISH:									
>	Primer: Sherwin Williams "Builder Solutions" Interior Latex B28W08601					Color: White			STD
>	Wall and Ceiling Paint: Sherwin Williams "Promar 400" Interior Latex Flat					Color: Dover White			STD
	DORMERS:								
>	DORMER #1:								
>	Shed Dormer, 2" x 6" Exterior Wall & Roof 16" o.c. (w/o Windows)								INC
>	DORMER #2:								
>	Shed Dormer, 2" x 6" Exterior Wall & Roof 16" o.c. (w/o Windows)								INC
>	Note: Shingles & Siding Materials Included S/L								
	INSULATION:								
BASEMENT/CRAWL SPACE:									
>	To be provided and installed by Builder on-site								By Builder
EXTERIOR WALLS:									
>	R-23 Mineral Fiber Wall Insulation (5-1/2" Wall) (ILO R-21 Fiberglass)								955
>	NO Vapor Retarder per GC request. Any required by AHJ will be the responsibility of the GC								
>	Energy Blocks:								
3	Energy Block For Two Story House								1,063
ROOF/CEILING:									
>	Omit ceiling insulation 2nd floor. Supplied and installed onsite by the GC								-2,167
	NO Vapor Retarder per GC request. Any required by AHJ will be the responsibility of the GC								
INTERIOR WALLS:									
3	Thermal Bi-Pass Checklist+ RESNET Grade 1 Picture Documentation with sign off								1,205
	Blower door test,HERS rating and all applicable stretch energy town paperwork/requirements are by others								
	WEATHER BARRIER:								
	See wall assy above								
>	Flashing System:								
	Windows: Zip Stretch Tape sill pans with Zip System Flashing Tape applied at sides and top								100
	Doors: Jamsill Guard sill pans with Zip System Flashing Tape applied at sides and top								INC
	Penetrations: Zip Stretch Tape or Zip System Flashing Tape applied at all penetrations through the wall								INC
	Seams: Zip Tape at all seams and repair any overdriven nails with Zip liquid flash								INC
	EXTERIOR DOORS & SIDELITES:								
>	See special eng framing detail/stepping for install								
EXTERIOR DOOR:									
	Raise 5/8" for onsite flooring								
	Windows and doors DO NOT need to be padded out								
>	6-5/8" jamb								
5	3'0" x 6'-8" Therna-Tru S1205SDL LE,Simulated Divided Lite, 4 lite, Smooth Star Fiberglass								3,621
5	Door Frame: Final Frame TruGuard White Composite (Paintable/Stainable)								215
	5/8" layer of sheetrock, 2x6 wall, 7/16osb sheathing and 2-1/2" Zip R. Fire rated wall (exterior) will have an additional 5/8" sheetrock								
5	Hinges: (3) 4" x 4" Self-Aligning Ball Bearing Hinge - 5/8" Radius					Color: Black			STD
5	Door Sill: Tru Defense Composite Sill (Adjustable Cap with Lightwood finish - Aluminum sill with Mill Finish and Sill Cover)								STD
5	Door Prep: Double Bore (2-1/8" diameter with 2-3/4" backset) - Holes are 5-1/2" center to center								50
5	Exterior Trim: 5/4"x4" Final Frame WITH OUT built in "J" Channel (Paintable/Stainable)					White			-72
>	Kickboard: None								
5	STD Finish: Primed/unfinished					Builder or Homeowner is required to paint all sides (within 3 mos) to maintain warranty			
	Doors are painted onsite by the GC								
HARDWARE:									
	Only the exterior doors have Black hardware. Interior+Exterior					Color: Iron Black			
5	Lockset: Kwikset "Hancock" - Exterior Knob								7
5	Deadbolt: Kwikset Signature Series Single Cylinder 980 - (Iron Black) - Installed								166
FIRE DOOR(S):									
2	3'-0" Therna-Tru SE4800, 90 Minute Fire Door 3 Panel Shaker Style Door					Location: Unit 3 living room			-178
						Unit 2 foyer			
2	Frame (90 min): 18 Gauge Steel Split Frame - with Jamb Extender Pack								STD
2	Hinges: (3) 4" x 4" Self-Aligning Hinge - 5/8" Radius. (2 Spring + 1 Regular on Fire Doors)					Color: Black			STD
2	Door Sill: Tru Defense Composite Sill (Adjustable Cap with Lightwood finish - Aluminum sill with Mill Finish					Color: Aluminum - Mill Finish			STD
2	Door Prep: Double Bore (2-1/8" diameter with 2-3/4" backset) - Holes are 5-1/2" center to center								20

2	Exterior Trim:	None							STD
2	Kickboard:	None							70
2	STD Finish:	Primer finish from ThermoTru	Builder or Homeowner is required to paint all sides (within 6 mos) to maintain ThermoTru warranty						STD
HARDWARE:			Color: Iron Black						
2	Lockset:	Kwikset "Hancock" - (Iron Black) Exterior Knob and hinges (ILO STD)							3
2	Deadbolt:	Kwikset Signature Series Single Cylinder 980 - (Iron Black) - Installed							66
	Note:	All Final Door Adjustments by Builder in Field							By Builder
			WINDOWS:						
			WINDOWS ARE A 22 WEEK LEAD TIME						
> Windows and doors DO NOT need to be padded out									
The windows will be drop shipped from Andersen/Home Depot to Cape Cod Express 1 Express Way Wareham MA IF THE WINDOWS ARE NOT AT KBS IN TIME OF PRODUCTION, IT IS THE BUILDERS/GCs RESPONSIBILITY TO ARRANGE SHIPPING FROM KBS TO THE JOB SITE AND									550
Ship loose all material for the builder to be able to install the windows onsite if they arent here in time									
> Andersen A Series Storm Watch									54,722
Glazing: High Performance Low-E4 HEATLOCK			Screens: Moderate Full Screen Aluminum						
Interior Finish: Pre-Finished White			Exterior Finish: White						
Hardware: Classic			Color: White						
Grids: 2 over 2 FDL									
1x4 Wide casing w/ sill is supplied and installed onsite by the GC									
GC/builder accepts casement swing per KBS prints									
Casements With Corrosion Resistant Hardware									
			ADD WINDOW OPENING CONTROL DEVICE TO ALL WINDOWS						
			CASEMENT AND FIXED WINDOWS ARE TO HAVE WIDE CENTER BAR TO MIMIC A HUNG WINDOW						
SHIP LOOSE DRIP CAPS									
> Casement ACW2024						Per prints			
> Hung ADH2038						Per prints			
> Hung ADH2038-3						Per prints			
> Casement ACW21048						Per prints			
> Hung ADH21048						Per prints			
> Hung ADH3050						Per prints			INC
> Fixed APW2038						Attic area			INC
> Safety Glass for Windows:									
> Safety Glass for Windows			Qty/pricing subject to change pending KBS Engineering and/or 3rd party review						860
			SIDING & SHUTTERS:						
SIDING:									
> Prep for Double Builder Installed Sill Plate									N/C
> OMIT Mainstreet Double 4" Siding -									-6,884
> When siding is omit the light blocks are omit as well									
See print detail for eave and gable overhang									
> Finger Jointed Radiatta Primed Pine 1x8 fascia with 1x3 shadow board by KBS									5,850
Install what can be done at the factory. Ship loose the remaining to be installed onsite by the GC									
GC using 5/4" corner boards. Verify they will work with our overhang detail									
GABLE END VENTS									
> None									
NO GABLE END VENTING PER GC REQUEST. Any venting required by The AHJ is the responsibility of the GC									-425
> OMIT Aluminum Fascia & Vinyl Soffit									
SHUTTERS:									INC
> None									
			ROOF SHINGLES:						
> CertainTeed XT-25 3 Tab Shingles			Color: Nickel Gray						702
Ship loose what shingles cant be installed at the factory									
> High Wind Nailing for Shingles (6 Nails per full shingle)									39
> Aluminum Drip Edge			Color: White						STD
Do not install any drip edge up roof rakes									
See print detail for eave and gable overhang									
> Finger Jointed Radiatta Primed Pine 1x8 fascia with 1x3 shadow board by KBS.									
Install what can be done at the factory. Ship loose the remaining to be installed onsite by the GC									
> One Layer 15lb F15 Paper									STD
> (2) Courses of Ice & Water Shield at Eaves and Single course at Valleys									STD
> KBS Standard Ice & Water Shield									STD
> NO RIDGE VENTING NEEDED. Any venting required by yhe AHJ is the responsibility of the GC									
			PLUMBING:						
>			AVOID/ LIMIT ELECTRICAL OR PLUMBING IN THE CHASE WAYS						
> PVC Drain & Vent Lines									STD
> Pex Supply Lines to Basement, Stubbed at Each Location - Not a Complete Loop									STD
> (2) 3/4" Pex Lines to 2nd Floor for Domestic Water									STD
1 Plumb & Wire for Washer with Hammer Arrestor									181
> NO condensation lines run by KBS									
> Omit the radon vent per the GCs request									
Any radon venting required by the AHJ is the responsibility onsite by the GC									
No prep or materials are included in this quote for onsite HVAC unless listed									

1	Plumb & Wire for Washer with Washer Pan & Hammer Arrester - Second floor of 4-box					270
HEAT:						
>	OMIT Hot Water Baseboard Heaters					-1,646
Any ERV/HRV duct work for the 2nd floor is run in the stairway wall onsite by the builder/GC						
No prep or materials are included in this quote for onsite HVAC unless listed						
AIR EXCHANGER:						
>	None					
Owners Signature:						
Owner Declines Optional Air Exchanger / HRV Unit.						
ELECTRICAL:						
>	150 AMP LP415MB 42 Slot Leviton Panel Box	Location:	Per prints	per Living Unit		STD
	Main breaker in the bottom of the panel					
	Any decorative door is supplied and installed onsite by the builder					
2	Relocate Panel box to opposite box					612
	Add pre made fire rated boxes for any ceiling penetrations done at KBS unless completion of work is done onsite					3,159
>	All 15+20 amp circuits located in modules without a panel box will be connected with amp connectors at mawall cross overs			per Living Unit		STD
>	Wire for Electric Range and Gas Range					
1	Wire for Electric Dryer (Incls. Breaker, Dryer Box and Venting to the Exterior)			per Living Unit		STD
>	(2) GFI Weather Proof Outlets (per code)					302
>	Additional GFI Weatherproof Outlet		Per prints			163
14	Television Jacks					113
9	Phone Jacks (Cat 5)					
All buildings to have White Toggle switches and std outlet covers						
>	Add Single gang box box and conduit for onsite fire monitoring system. See print for location and details. Add pull strings					1,141
Fire monitoring box and condit for the 2nd floor is stubbed up into the attic area. Add pull strings						
Make sure fire monitoring boxes that are installed at KBS are not installed behind the swing of a door						
>	Photo Electric Smoke Detectors: BRK #7010B - Each Bedroom (per Code)					STD
>	Photo Electric Smoke/Carbon Monoxide Combo Detectors w/Voice: BRK #SC7010BV - Each Bedroom Group (per Code)					STD
>	Arc Fault Circuits (per Code)					STD
LIGHTING SCHEDULE:						
	Location	Model#		Qty Total		
>	Kitchen (Sink):	Halo #HLB6099FS1EMWR (6" LED Recessed)		3		INC
>	Dining:	Progress #P4770-15 Chrome 5 lite chandelier	Chrome	2	Ship loose	INC
>	Exterior Door:	OMIT (Wire Only)		7		-586
RECESSED LIGHTING SCHEDULE:						
				Qty		
>	Living room unit 1	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		4		165
>	Kitchen unit 1	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		5		206
>	Island unit 1	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		2		82
>	Kitchen entry/hall unit 1	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		3		124
>	Foyer unit 1	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		1		41
>	Top and bottom stairs unit 1	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		2		82
>	2nd floor hall unit 1	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		2		82
>	Bath 3 shower unit 1	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		1		41
>	Bed 1 unit 1	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		4		165
>	Bed 1 entry unit 1	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		1		41
>	Bed 2 unit 1	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		4		165
>	Bed 3 unit 1	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		4		165
>	Bath 2 unit 1 shower	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		1		41
>	Bath 1 unit 1 shower	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		1		41
>	Laundry unit 1	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		1		41
>	Foyer/hall unit 2	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		1		41
>	Living room unit 2	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		3		124
>	Kitchen unit 2	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		3		124
>	Bed 1 unit 2	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		5		206
>	Bath 1 unit 2 shower	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		1		41
>	2nd floor hall/stairs	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		2		82
>	Foyer/hall unit 3	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		2		82
>	Living room unit 3	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		4		165
>	Living room entry door unit 3	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		1		41
>	Kitchen unit 3	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		4		165
>	Bed 1 unit 3	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		4		165
>	Bath 1 shower unit 3	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		1		41
>	Bed 2 unit 3	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		4		165
>	Bath 2 shower unit 3	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		1		41
>	2nd floor hall/stair unit 3	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		2		82
KITCHEN:						
CABINETS:						
>	Raise 5/8" for onsite flooring					
	Merillat: "Classic" Series Cabinets (Single Roll-Out Trays)					INC
>	Merillat cabinet touch up kit (TUK) - Ship loose					
>	Portrait Maple (5pc Drawer front) - (Painted)	(ILO STD)		Color: Cotton		4,607
>	Note: If full overlay cabinets is selected the corner cabinet will be a BCR style ILO BLS style					

> Toe Kick Material to match Cabinet Color (Note: Material is shipped loose when Kitchen Flooring is OMIT)					STD
> Islands: Island per prints					
1	7 Island (Includes GFI Recept/s as required)		with out Bartop		1,708
> Base Cabinet Upgrades:					
3	Base Waste Basket (Top Mount): BWBT18 (ILO B18)				802
> Drawer Base Cabinets:					
1	Four Drawer Base Cabinet: BD18-4D ILO B18L1ST	Unit 1			100
1	Three Drawer Base Cabinet: BD30-3D ILO B302ST	Unit 1			72
1	Four Drawer Base Cabinet: BD18-4D ILO B18L1ST	Unit 2			100
1	Four Drawer Base Cabinet: BD18-4D ILO B18L1ST	Unit 3			100
.SDT - Standard Construction (Includes Dovetail Drawers, Soft Close Drawers and Soft Close Hardware on Doors)					STD
COUNTERTOP:					
55	OMIT Standard Postform Laminated Countertop				-686
SINK:					
3	OMIT "American Standard" Stainless Steel Double Bowl Sink (Leave Plumbing)	Color:	N/A		-591
FAUCET:					
3	OMIT American Standard "Colony Pro" Single Lever Faucet w/ Spray #7074.040.002		N/A		-270
RANGE HOOD:					
3	Delete Range Hood - Prep for spacesaver microwave				N/C
APPLIANCES:					
2	Plumb & Wire for D/W with Hammer Arrestor (Omit Cabinet)				-173
3	Plumb for Ice & Water @ Fridge (with Box and Hammer Arrestor)				316
BATH #1:					
. Raise 5/8" for onsite flooring					
. All blocking for future grab bars in showers/tubs/baths/toilet areas located per MAAB requirements. By KBS					
VANITY TOP:					
9	OMIT Standard Postform Laminated Countertop				-112
SINK:					
3	OMIT American Standard "Aqualyn" Lav #0476.028.020 - (Leave Plumbing)				-160
FAUCET:					
3	OMIT American Standard "Colony Pro" Single Lever Faucet #7075.000.002				-246
VANITY CABINETS:					
>	Portrait Maple (Solid Drawer Front) - (Painted)	(ILO STD)	Color:	Cotton	INC
3	30" Vanity (VB30FH)				282
>	SDT - Full Height Vanity Cabinets with Soft Close Hardware (per LF)				STD
MEDICINE CABINETS:					
3	Jensen "Horizon" #1451 16"x26" Recessed - Frameless Beveled Edge				STD
VANITY LIGHTS:					
3	Vanity Light Bar: Progress Ashford Two Light Polished Chrome Vanity Light P300315-015	Chrome			379
BATH FANS:					
>	Bath Fan: Panasonic "Whisper Green Select" FV-0511VKSL2 (with multi speed select & time delay)				STD
.	Radiation Damper: Panasonic PCRD05C5				386
TOILET:					
3	Handicap Toilet: American Standard "Cadet Pro" #3517A.101.020 Bowl & #4188A.004.020 Tank - (ILO STD)	Color:	White		133
3	Toilet Seat: A/S Elongated Slow Close #5257A.65MT.020 (White)				STD
. Add blocking in the wall for future onsite grab bars per MAAB requirements					
TUBS / SHOWERS:					
>	Tub/Shower:				
2	Tub/Shower: Maax Aker 60" CM-60	Unit 2 bed 2 bath 1, Unit 3 bed 1 bath 1	Color:	White	1,150
>	Faucet:				
2	American Standard "Colony Pro" Tub/Shower Diverter Trim Kit #TU075.508.002 with RU108ESS Valve (Chrome)		Color:	Chrome	STD
>	Showers:				
1	Shower: Maax Aker 48" with Single Seat #SH(RS)-48 (ILO STD 48" Shower)	Unit 1 bed 1 bath	Color:	White	620
>	Faucet:				
1	American Standard "Colony Pro" Shower Diverter Trim Kit #TU075.507.002 with RU108ESS Valve (Chrome)		Color:	Chrome	STD
ACCESSORIES (SHIPPED LOOSE):					
3	24" Towel Bar: American Standard "C-Series" #8337.024.002		Color:	Chrome	STD
3	Paper Holder: American Standard "C-Series" #8337.230.002		Color:	Chrome	STD
3	Towel Ring: American Standard "C-Series" #8337.190.002		Color:	Chrome	STD
BATHROOM #2:					
. Raise 5/8" for onsite flooring					
. All blocking for future grab bars in showers/tubs/baths/toilet areas located per MAAB requirements. By KBS					
VANITY TOP:					
6	OMIT Standard Postform Laminated Countertop				-75
SINK:					
2	OMIT American Standard "Aqualyn" Lav #0476.028.020 - (Leave Plumbing)				-106
FAUCET:					
2	OMIT American Standard "Colony Pro" Single Lever Faucet #7075.000.002				-164
VANITY CABINETS:					
>	Portrait Maple (Solid Drawer Front) - (Painted)	(ILO STD)	Color:	Cotton	INC
2	30" Vanity (VB30FH)				188
>	SDT - Full Height Vanity Cabinets with Soft Close Hardware (per LF)				STD

MEDICINE CABINETS:					
2	Jensen "Horizon" #1451 16"x26" Recessed - Frameless Beveled Edge				STD
VANITY LIGHTS:					
2	Vanity Light Bar: Progress Ashford Two Light Polished Chrome Vanity Light P300315-015	Chrome			253
BATH FANS:					
>	Bath Fan: Panasonic "Whisper Green Select" FV-0511VKSL2 (with multi speed select & time delay)				STD
.	Radiation Damper: Panasonic PCRD05C5				257
TOILET:					
.	Shiploose				
2	Handicap Toilet: American Standard "Cadet Pro" #3517A.101.020 Bowl & #4188A.004.020 Tank - (ILO STD)		Color:	White	89
2	Toilet Seat: A/S Elongated Slow Close #5257A.65MT.020 (White)				STD
.	Add blocking in the wall for future onsite grab bars per MAAB requirements				
TUBS / SHOWERS:					
>	Tub/Shower:				
2	Tub/Shower: Maax Aker 60" CM-60		Color:	White	1,150
>	Faucet:				
2	American Standard "Colony Pro" Tub/Shower Diverter Trim Kit #TU075.508.002 with RU108ESS Valve (Chrome)		Color:	Chrome	STD
ACCESSORIES (SHIPPED LOOSE):					
2	24" Towel Bar: American Standard "C-Series" #8337.024.002		Color:	Chrome	STD
2	Paper Holder: American Standard "C-Series" #8337.230.002		Color:	Chrome	STD
2	Towel Ring: American Standard "C-Series" #8337.190.002		Color:	Chrome	STD
.	BATHROOM #3:				
.	Raise 5/8" for onsite flooring				
.	All blocking for future grab bars in showers/tubs/baths/toilet areas located per MAAB requirements. By KBS				
VANITY TOP:					
3	OMIT Standard Postform Laminated Countertop				-37
SINK:					
1	OMIT American Standard "Aqualyn" Lav #0476.028.020 - (Leave Plumbing)				-53
FAUCET:					
1	OMIT American Standard "Colony Pro" Single Lever Faucet #7075.000.002				-82
VANITY CABINETS:					
>	Portrait Maple (Solid Drawer Front) - (Painted)	(ILO STD)	Color:	Cotton	INC
1	30" Vanity (VB30FH)				94
>	SDT - Full Height Vanity Cabinets with Soft Close Hardware (per LF)				STD
MEDICINE CABINETS:					
1	Jensen "Horizon" #1451 16"x26" Recessed - Frameless Beveled Edge				STD
VANITY LIGHTS:					
1	Vanity Light Bar: Progress Ashford Two Light Polished Chrome Vanity Light P300315-015	Chrome			126
BATH FANS:					
>	Bath Fan: Panasonic "Whisper Green Select" FV-0511VKSL2 (with multi speed select & time delay)				STD
.	Radiation Damper: Panasonic PCRD05C5				129
TOILET:					
.	Shiploose				
1	Handicap Toilet: American Standard "Cadet Pro" #3517A.101.020 Bowl & #4188A.004.020 Tank - (ILO STD)		Color:	White	44
1	Toilet Seat: A/S Elongated Slow Close #5257A.65MT.020 (White)				STD
.	Add blocking in the wall for future onsite grab bars per MAAB requirements				
TUBS / SHOWERS:					
>	Showers:				
1	Maax Aker Neo Angle Shower: SH-NA (Includes Basco Enclosure #11416AKA - Installed)	Unit 1 bath 3	Color:	White	1,209
>	Faucet:				
1	American Standard "Colony Pro" Shower Diverter Trim Kit #TU075.507.002 with RU108ESS Valve (Chrome)		Color:	Chrome	STD
ACCESSORIES (SHIPPED LOOSE):					
1	24" Towel Bar: American Standard "C-Series" #8337.024.002		Color:	Chrome	STD
1	Paper Holder: American Standard "C-Series" #8337.230.002		Color:	Chrome	STD
1	Towel Ring: American Standard "C-Series" #8337.190.002		Color:	Chrome	STD
.	1/2 BATH #4:				
.	Raise 5/8" for onsite flooring				
.	All blocking for future grab bars in showers/tubs/baths/toilet areas located per MAAB requirements. By KBS				
VANITY TOP:					
5	OMIT Standard Postform Laminated Countertop				-62
SINK:					
2	OMIT American Standard "Aqualyn" Lav #0476.028.020 - (Leave Plumbing)				-106
FAUCET:					
2	OMIT American Standard "Colony Pro" Single Lever Faucet #7075.000.002				-164
VANITY CABINETS:					
>	Portrait Maple (Solid Drawer Front) - (Painted)	(ILO STD)	Color:	Cotton	INC
2	30" Vanity (VB30FH)				188
>	SDT - Full Height Vanity Cabinets with Soft Close Hardware (per LF)				STD
MEDICINE CABINETS:					
2	Jensen "Horizon" #1451 16"x26" Recessed - Frameless Beveled Edge				STD
VANITY LIGHTS:					
2	Vanity Light Bar: Progress Ashford Two Light Polished Chrome Vanity Light P300315-015	Chrome			253

BATH FANS:				
> Bath Fan: Panasonic "Whisper Green Select" FV-0511VKSL2 (with multi speed select & time delay)				STD
. Radiation Damper: Panasonic PCRD05C5				129
TOILET:				
. Shiploose				
2 Handicap Toilet: American Standard "Cadet Pro" #3517A.101.020 Bowl & #4188A.004.020 Tank - (ILO STD)		Color: White		89
2 Toilet Seat: A/S Elongated Slow Close #5257A.65MT.020 (White)				STD
. Add blocking in the wall for future onsite grab bars per MAAB requirements				
ACCESSORIES (SHIPPED LOOSE):				
2 Paper Holder: American Standard "C-Series" #8337.230.002		Color: Chrome		STD
2 Towel Ring: American Standard "C-Series" #8337.190.002		Color: Chrome		STD
INTERIOR DOORS & TRIM:				
TRIM:				
> Note: Full length base trim is shipped loose for onsite install at onsite flooring locations				
> Windsor One Farmhouse Trim Package (1x4 Casing with 5/4x4 Head) (ILO STD):				1,431
> Farmhouse Trim Package - (1 x 6 Base Molding)				1,979
. Shiploose window jamb and casing full length for onsite cut an install if the windows are not here in time				
DOORS:				
> Masonite "Heritage Series" Solid Core - Smooth Finish (ILO STD)	3 Panel "Winslow"			1,118
> Note: Bifold doors are not available as Solid Core - Bifolds will be Hollow core				
1 Pocket Door (ILO STD) - Door slab will be a solid core door				73
HARDWARE: Only the interior door hardware is Chrome				
> Lockset: Kwikset "Hancock" - Interior Knob (ILO STD)		Color: Polished Chrome		STD
> Pocket Door Lock: Privacy - Kwikset #335				STD
WINDOW SILLS & SASHES:				
> Picture Frame Window - No Sills				STD
> Window Sill - Kitchen Sink Window (KBS STD)				STD
PAINT:				
> Trim and Door Paint: Sherwin Williams "Promar 400" Latex Semi-gloss		Color: Extra White		STD
SHELVING:				
> Ventilated Wire Shelving - White				STD
> (1) 12" Deep Shelf with Open Slide Rod @ Closets / Wardrobes				STD
STAIRS:				
> Oak Stairs:				
1 KBS to build a stringer set of stairs treads with "pencil edging" WHITE OAK. Treads are to remain unfinished. Painted White Birch Risers				4,886
. Does not have open treads. Rake wall with painted pine cap from platform up to 2nd floor unit 2+3				
HANDRAIL:				
1 Shiploose Builder installed material: (1) 16' Painted White Poplar LJ-6042 Railing, (4) DJ130-619 (Nickel) wall brackets and 2 White Poplar LJ-7027 Rosettes for straight				439
Shiploose Builder installed material: (2) 10' Painted White Poplar LJ-6042 Railing, (4) DJ130-619 (Nickel) wall brackets and 4 White Poplar LJ-7027 Rosettes all				655
2 quantities are per unit for U stair				
> No Flooring Included				
PORCHES/DECKS:				
33 6' Deep Farmers Porch Includes: Posts. Railing, Balusters and Decking are supplied and installed onsite by the GC		Panelized. Shingled onsite		5,019
36 6' Deep Farmers Porch Includes: Posts. Railings, Balusters and Decking are supplied and installed onsite by the GC		Panelized. Shingled onsite		5,476
. Porches are to have hip roof. Rake				
. No other entry roofs are included in this pricing				
> Floor Framing: Pressure Treated 2x8 Floor Joists By KBS	Joist Spacing: 12"oc			
> Posts: Pressure Treated 6x6				STD
> Porch Ceiling onsite by the GC				
> Porch Header Beam: Supplied by KBS - Wrapped with Primed FJP Radiatta 1x- Shipped loose				
SHIP LOOSE: (Additional)				
2 SQ CertainTeed XT-25 3 Tab Shingles	Same color as main house			316
. For onsite roof/s at entry doors that are not included in the porch section				
. All other materials for shingling the onsite roof between the units is onsite by the builder				
ON-SITE REQUIREMENTS:				
> Foundation survey to make sure it is level and square is the responsibility of the Builder				By Builder
> Sill plates installed level and square with a 1/4" tolerance are the responsibility of the Builder				By Builder
> Lally columns and plates on-site for day of set are the responsibility of the Builder				By Builder
.				
> Cost of off site storage area if needed for the modules is the responsibility of the Builder				By Builder
.				
> Police details on-site if required are the responsibility of the Builder				By Builder
> Police Escorts from storage site to Job site if required are the responsibility of the Builder				By Builder
.				
> Trash Dumpster available for the day of set is the responsibility of the Builder				By Builder
.				
TOTAL OPTIONS:				
				137,313
TOTAL BASE & OPTIONS (No Set Fees, Transportation, Engineering or Seals):				
				676,312

STATE SALES TAX:		
0 % Tax	Massachusetts	Taxable Amount
		0
TOTAL F.O.B.		676,312
STATE SEALS:		
10	Massachusetts Modular Seal	1,000
10	Third Party Approval Seal (Required in all States)	650
FREIGHT & PERMITS:		
Frames are not to exceed 50' in length unless okd by the GC/Billy Cassidy.		
Keep parts frames to less than 9' wide and under 40' frame unless okd by GC/Billy Cassidy		
1 box requires police escort in NH and MA		
PERMITS: (Permit needed for each State traveled through)		
> Permits are included in Freight cost listed below		INC
FREIGHT:		
> Boxes are picked up by the builder. Flag/escort cars are also supplied by the builder.		76,567
This fee includes all permits by KBS. KBS to pull permits. Contact is Bill Cassidy for truck information 508 735 5159		
The frames need to be returned to KBS within 2 week of delivery		
Truck On-Site:		
> None		
TOTAL ESTIMATED DELIVERED PRICE (Does not include Crane or Set):		754,529
> Price / Square Foot before set costs.		\$231.59
> Items shown as optional are not included in price.		
NOTE: THIS IS A PRELIMINARY ESTIMATE ONLY SUBJECT TO ENGINEERING REVIEW.		
NOTE: THIS QUOTE CONTAINS COMMODITY ITEMS THAT ARE SUBJECT TO MARKET VOLATILITY AND MAY BE SUBJECT TO PRICE ADJUSTMENT AT TIME OF PROCUREMENT. LOCKED IN PRICING FOR COMMODITY PORTION OF THE PROJECT IS AVAILABLE UPON REQUEST AND REQUIRES PAYMENT FOR STORED MATERIAL		
THIS ESTIMATE REFLECTS STATE CODE CONFORMANCE. IT IS THE BUILDERS RESPONSIBILITY TO ALERT KBS OF ANY LOCAL CODE REQUIREMENTS.		
THIS QUOTE IS GOOD FOR 7 DAYS FROM ORIGINAL QUOTE DATE. KBS HAS THE UNILATERAL RIGHT TO REPRICE QUOTES AFTER 7 DAYS.		
FINAL PRICE IS ONLY ACCEPTED AND LOCKED IN ONCE A SALES AGREEMENT IS MUTUALLY SIGNED		
NEW PRICES FOR OPTIONS WILL NOT REQUIRE A NEW QUOTE AS LONG AS THE FOOTPRINT AND ROOF DESIGN REMAIN UNCHANGED		

Quote Date:	10/21/21	Revised:	05/16/22
Sales Rep:	M Brennan	Price Revision #	

Quote #	Q-21-0200-MCB	House #:	3558
Plan Rev #:		SO#	

BUILDER:	NHA Properties Inc		
ADDRESS:	PO Box 3149		
CITY:	Nantucket		
STATE:	MA	ZIP:	02584-3149
CONTACT:	Billy Cassidy		
CUSTOMER:	Fairgrounds Rd Lot 7		
SITE ADDRESS:	31 Fairgrounds Rd		
CITY:	Nantucket		
STATE:	MA	ZIP:	02554
GSL:	25	WIND (Vult):	140

TYPE OF HOUSE:			
Custom			
SIZE OF HOUSE:	47	x	25
HOUSE INFO:			
Number of Boxes:			8
Number of Line Moves:			4
Total Approx Square Feet for Estimating Purposes:			2,282
Cost Base:	5/16/2022	Program:	V21.09.2
		Option Book:	V22.05.01

CS License CS-074074

Exp 10-25-2022

William Stevens

REDBOOK CONTRACT

FOUNDATION:			
> Builder to supply and install Lalley columns, Not KBS			By Builder
> Builder to supply and install Double layer sill plates			By Builder
CONSTRUCTION:			
3 Thermal Bi-Pass Checklist + RESNET Grade 1 Picture Documentation with Signoff			
Blower Door Test & HERS Rating are On-Site by Others			
Pricing is subject to change once actual specs are provided, fire marshal review and eng structural review.			
Sprinkler system is roughed in at the factory. Sub provided by the builder. Production to call sprinkler co with date and time to rough in. Mike Dobert @ The Dobert Companies 617 512 1124			
Pricing does not include any HVAC prep or equipment unless listed			
Building is not handicap compliant			
FLOOR SYSTEM:			
> 2" x 10" Floor Joists - 16" o.c. / Solid Block Bridging	1st Floor		STD
> 2" x 10" Floor Joists - 16" o.c. / Solid Block Bridging	2nd Floor		STD
> LF of 9-1/4" Open Joist 2000 Floor Truss ILO 2"x10" Floor Joist (Priced per linear foot of trusses)		As needed	577
Add (2') walkway of 3/4" OSB in the attic area to aid the individual that will be applying the onsite spray foam			146
> Decking: 3/4" T&G Plywood (Glued & Nailed)			INC
At all mawall openings greater than 3' and the flooring is omit/shiploose, the floor sheathing is to be held back 1'-6"			
If KBS is installing the flooring we are to use the KBS standard hold back of 2"			
Label material for mawall openings so the set crew will not use it for something else			
EXTERIOR WALLS:			
> 2" x 6" Exterior Walls - 16" o.c.			STD
> 8' Ceiling Height	All Floors		STD
EXTERIOR SHEATHING:			
> EXTERIOR WALL ASSY			8,466
Interior Finish: 5/8" Sheetrock Type X (Mud, Taped & Painted)			12,547
Interior Vapor Retarder: NONE PER THE BUILDERS REQUEST> Any required by the AHJ is the responsibility of the GC			
Exterior Wall Framing: 2x6 Studs @ 16" o.c. - Double top plate - Single bottom plate			
Air Infiltration: Install 3M 8067 Tape to all exterior wall connections and exterior wall to floor and exterior wall to ceiling connections			
Exterior Wall Insulation: R-23 Mineral Wool Insulation			
Wall Sheathing: 7/16" OSB, 2-1/2" Zip-R Sheathing (R12) - Seams covered with Zip tape. (Fire rated walls to have an additional layer of exterior rated 5/8" type X Denseglass or equivalent. See eng detail for application/requirements/location)			702
Fire rated exterior wall assy between units at KBS prints showing. See eng detail for application/requirements/location			
GC to protect the bottom side of the exposed Zip panel. Materials to do so are supplied and installed onsite by the GC			
> Dupont Tyvek Drain Vent Rain Screen Shiploose 1st floor		POTENTIAL LEAD TIME ITEM	4,891
Due to shear wall straps see eng detail for shiploose ZIP R and exterior fire rated sheetrock specifics			
MARRIAGE WALLS:			
> 2" x 4" Marriage Wall studs - 16" o.c.			STD
MARRIAGE WALL SHEATHING:			
> 7/16" OSB Marriage Wall Sheathing		Completely Sheath	STD
ROOF:			
> 6/12 Pitch Truss - 16" o.c. Per prints			STD
> 10/12 rafter roof 16" oc per prints			INC
> "Ridge cap" beyond truss at peak is panelized for onsite install.			1,123
> No decking in the attic area			
> See print detail for eave overhang			
If KBS removes the eave, the roof sheathing needs to remain long with ice+water. (Will keep water out of the walls)			
ROOF SHEATHING:			
> 7/16" OSB Roof Sheathing			STD
GABLE END OVERHANGS:			
> Gable End Overhang are per print detail			839
SHEETROCK:			
At any smooth transitions the sheetrock is held back 1'6" at each side			
Omit the RC-2 channel in this area and shiploose plywood to take its place			
Label material for mawall openings so the set crew will not use it for something else			

WALLS:									
>	5/8" Sheetrock Throughout Type X (Walls) ILO STD.								667
>	Add 5/8" moisture resistant sheetrock to all bath walls								INC
	2x8 or 2x10 stair wall (per prints) 1st and 2nd floor to allow for running onsite line sets and wiring to the attic for onsite 2nd floor ceiling cassettes Installed onsite by GC. Leave sheetrock off bays per eng detail								
	Frame access on the 2nd floor wall to access the "kneewall" area for onsite spray foam application to the bottom side of the rafters.								
CEILINGS:									
>	2 layers of 5/8" type X sheetrock								2,269
>	Add 5/8" moisture resistant sheetrock to all bath ceilings								INC
	Leave sheetrock off from 2nd floor sloped ceiling areas to allow for onsite spray foam to bottom of roof decking. Shiploose RC2 channel. If truss or rafter needs to be padded down, it is the builder responsibility to supply the material and install onsite. Shiploose sheetrock								
	Base Deduct								
3	Fire Rated Insulated Lockable Access Door NTC24"x36								842
>	Fire rating of any ceiling penetrations left open at the factory are to be completed onsite by the builder								
	At any smooth transitions the sheetrock is to be held back 1'6" at each side								
	Omit the RC-2 channel in this area and shiploose plywood to take its place								
	Label material for matewall openings so the set crew will not use it for something else								
FINISH:									
>	Primer: Sherwin Williams "Builder Solutions" Interior Latex B28W08601						Color: White		STD
>	Wall and Ceiling Paint: Sherwin Williams "Promar 400" Interior Latex Flat						Color: Dover White		STD
	DORMERS:								
>	DORMER #1:								
>	Shed Dormer, 2" x 6" Exterior Wall & Roof 16" o.c. (w/o Windows)								INC
>	DORMER #2:								
>	Shed Dormer, 2" x 6" Exterior Wall & Roof 16" o.c. (w/o Windows)								INC
>	DORMER #3:								
>	Shed Dormer, 2" x 6" Exterior Wall & Roof 16" o.c. (w/o Windows)								INC
>	DORMER #4:								
>	Shed Dormer, 2" x 6" Exterior Wall & Roof 16" o.c. (w/o Windows)								INC
	INSULATION:								
BASEMENT/CRAWL SPACE:									
>	To be provided and installed by Builder on-site								By Builder
EXTERIOR WALLS:									
>	R-23 Mineral Fiber Wall Insulation (5-1/2" Wall) (ILO R-21 Fiberglass)								776
	NO Vapor Retarder per GC request. Any required by AHJ will be the responsibility of the GC								
>	Energy Blocks:								
3	Energy Block For Two Story House								1,063
ROOF/CEILING:									
>	Omit 2nd floor ceiling insulation. Supplied and installed onsite by the GC								-476
	NO Vapor Retarder per GC request. Any required by AHJ will be the responsibility of the GC								
INTERIOR WALLS:									
3	Thermal Bi-Pass Checklist+ RESNET Grade 1 Picture Documentation with sign off								1,755
	Blower door test,HERS rating and all applicable stretch energy town paperwork/requirements are by others								
	WEATHER BARRIER:								
	See wall assy above								
>	Flashing System:								
	Windows: Zip Stretch Tape sill pans with Zip System Flashing Tape applied at sides and top								
	Doors: Jamsill Guard sill pans with Zip System Flashing Tape applied at sides and top								
	Penetrations: Zip Stretch Tape or Zip System Flashing Tape applied at all penetrations through the wall								
	Seams: Zip Tape at all seams and repair any overdriven nails with Zip liquid flash								
	EXTERIOR DOORS & SIDELITES:								
	See special eng framing detail/stepping for install								
EXTERIOR DOOR:									
	Raise 5/8" for onsite flooring								
>	Windows and doors DO NOT need to be padded out								
>	6-5/8" jamb								
4	3'0" x 6'-8" Therma-Tru S1205SDL LE, Simulated Divided Lite, 4 lite, Smooth Star Fiberglass								1,830
1	3'-0" x 6'-8" Therma-Tru S90, 3/4 Lite, Clear Glass Low E Smooth Star Fiberglass								713
5	Door Frame: Final Frame TruGuard White Composite (Paintable/Stainable)								215
	5/8" layer of sheetrock, 2x6 wall, 7/16osb sheathing and 2-1/2" Zip R. Fire rated wall will have an additional 5/8" sheetrock								
5	Hinges: (3) 4" x 4" Self-Aligning Ball Bearing Hinge - 5/8" Radius						Color: Black		STD
5	Door Sill: Tru Defense Composite Sill (Adjustable Cap with Lightwood finish - Aluminum sill with Mill Finish and Sill Cover)								STD
5	Door Prep: Double Bore (2-1/8" diameter with 2-3/4" backset) - Holes are 5-1/2" center to center								50
5	STD Finish: Unfinished. Andersen Primer finish								STD
	Builder or Homeowner is required to paint all sides (within 3 mos) to maintain warranty								
	Doors are painted onsite by the GC								
HARDWARE:									
	Only the exterior doors have Black hardware. Interior+Exterior						Color: Iron Black		
5	Lockset: Kwikset "Hancock" - Exterior Knob								7
5	Deadbolt: Kwikset Signature Series Single Cylinder 980 - (Iron Black) - Installed								166
FIRE DOOR(S):									
1	3'-0" Therma-Tru SE4800, 90 Minute Fire Door 3 Panel Shaker Style Door						Location: Unit 3 entry door		-89
1	Frame (90 min): 18 Gauge Steel Split Frame - with 6-1/2" to 7-1/2" Jamb Extender Pack								STD
1	Hinges: (3) 4" x 4" Self-Aligning Hinge - 5/8" Radius, (2 Spring + 1 Regular on Fire Doors)						Color: Black		STD
1	Door Sill: Tru Defense Composite Sill (Adjustable Cap with Lightwood finish - Aluminum sill with Mill Finish)						Color: Aluminum - Mill Finish		STD

1	Door Prep:	Double Bore (2-1/8" diameter with 2-3/4" backset) - Holes are 5-1/2" center to center				10
1	Exterior Trim:	Match trim inside House (Shipped loose and installed by Builder on site)				STD
1	Kickboard:	None				35
1	STD Finish:	Primer finish from ThermoTru	Builder or Homeowner is required to paint all sides (within 6 mos) to maintain ThermoTru warrant			STD
HARDWARE: Only the exterior doors have Black hardware. Interior+Exterior Color: Iron Black						
1	Lockset:	Kwikset "Hancock" - (Iron Black) Exterior Knob and hinges (ILO STD)				1
1	Deadbolt:	Kwikset Signature Series Single Cylinder 980 - (Iron Black) - Installed				33
	Note:	All Final Door Adjustments by Builder in Field				By Builder
WINDOWS:						
Windows and doors DO NOT need to be padded out						
ANDERSEN WINDOWS:						
	Andersen 400 Series Tilt-Wash Double Hung		(ILO STD)			35,687
> The windows will be drop shipped from Andersen/Home Depot to Cape Cod Express 1 Express Way Wareham MA						550
Ship loose all material for the builder to be able to install the windows onsite if they arent here in time						
	Glazing:	High Performance Low-E4 HEATLOCK	Screens: Moderate Full Screen Aluminum			
	Interior Finish:	Pre-Finished White	Exterior Finish:	White		
	Hardware:	Classic	Color: White			
	Grids:	2 over 2 FDL				
1x4 Wide casing w/ sill is supplied and installed onsite by the GC						
> GC/builder accepts casement swing per KBS prints						
Casements With Corrosion Resistant Hardware						
CASEMENT WINDOWS ARE TO HAVE A WIDE CENTER BAR TO MIMIC A HUNG WINDOW						
CASEMENT AND FIXED WINDOWS ARE TO HAVE WIDE CENTER BAR TO MIMIC A HUNG WINDOW						
> SHIP LOOSE DRIP CAPS						
>	Casement ACW2024			Per prints		
>	Hung ADH2038			Per prints		
>	Hung ADH2850			Per prints		
>	Casement ACW21048			Per prints		
>	Hung ADH21048			Per prints		
>	Hung ADH3050			Per prints		
> Safety Glass for Windows:						
>	Safety Glass for Windows	Qty/pricing subject to change pending KBS Engineering and/or 3rd party review				860
SIDING & SHUTTERS:						
SIDING:						
>	Prep for Double Builder Installed Sill Plate					N/C
>	OMIT Mainstreet Double 4" Siding					-5,593
> When siding is omit the light blocks are omit as well						
	See print detail for eave and gable overhang					
>	Finger Jointed Radiatta Primed Pine 1x8 fascia with 1x3 shadow board by KBS.					5,144
Install what can be done at the factory. Ship loose the remaining to be installed onsite by the GC						
GC using 5/4" corner boards. Verify they will work with our overhang detail						
>	OMIT Aluminum Fascia & Vinyl Soffit					-290
GABLE END VENTS						
>	None					
NO GABLE END VENTING PER GC REQUEST. Any venting required by The AHJ is the responsibility of the GC						
SHUTTERS:						
>	None					INC
ROOF SHINGLES:						
>	CertainTeed XT-25 3 Tab Shingles		Color: Nickel Gray			702
>	High Wind Nailing for Shingles (6 Nails per full shingle)					39
>	Aluminum Drip Edge		Color: White			STD
DO NOT INSTALL DRIP EDGE UP ANY ROOF RAKED EDGES						
See print detail for eave and gable overhang						
Finger Jointed Radiatta Primed Pine 1x8 fascia with 1x3 shadow board by KBS.						
>	One Layer 15lb F15 Paper					STD
>	(2) Courses of Ice & Water Shield at Eaves and Single course at Valleys					STD
>	KBS Standard Ice & Water Shield					STD
> NO RIDGE VENTING NEEDED. Any venting required by yhe AHJ is the responsibility of the GC						
PLUMBING:						
>	PVC Drain & Vent Lines					STD
>	Pex Supply Lines to Basement, Stubbed at Each Location - Not a Complete Loop					STD
>	(2) 3/4" Pex Lines to 2nd Floor for Domestic Water					STD
> Omit the radon vent per the GCs request						
Any radon venting required by the AHJ is the responsibility onsite by the GC						
No prep or materials are included in this quote for onsite HVAC unless listed						
HEAT:						
>	OMIT Hot Water Baseboard Heaters					-2,162
Any ERV/HRV duct work for the 2nd floor is run in the stairway wall onsite by the builder/GC						
No prep or materials are included in this quote for onsite HVAC unless listed						
AIR EXCHANGER:						

> None					
Owners Signature:					
Owner Declines Optional Air Exchanger / HRV Unit.					
ELECTRICAL:					
> 150 AMP LP415MB 42 Slot Leviton Panel Box	Location:	Per prints	per Living Unit		STD
Main breaker in the bottom of the panel					
Any decorative door is supplied and installed onsite by the builder					
Any disconnects due to location of the panel boxes are supplied and installed onsite by the GC/builder					
1 Relocate Panel box to opposite box					306
> Wire for Electric Range and Gas Range			per Living Unit		STD
> (2) GFI Weather Proof Outlets (per code)			per Living Unit		STD
8 Television Jacks					87
7 Phone Jacks (Cat 5)					88
All buildings to have White Toggle switches and std outlet covers					
> Add Single gang box and conduit for onsite fire monitoring system. See print for location and details. Add pull strings					1,141
Fire monitoring box and conduit for the 2nd floor is stubbed up into the attic area. Add pull strings					
Make sure fire monitoring boxes that are installed at KBS are not installed behind the swing of a door					
> Photo Electric Smoke Detectors: BRK #7010B - Each Bedroom (per Code)					STD
> Photo Electric Smoke/Carbon Monoxide Combo Detectors w/Voice: BRK #SC7010BV - Each Bedroom Group (per Code)					STD
> Arc Fault Circuits (per Code)					STD
LIGHTING SCHEDULE:					
Location	Model#		Qty Total		
> Kitchen (Sink):	Halo #HLB6099FS1EMWR (6" LED Recessed)		3		INC
> Dining:	Progress #P4770-15 Chrome 5 lite chandelier	Chrome	3	Ship loose	INC
> Exterior Door:	OMIT (Wire Only)		6		-502
RECESSED LIGHTING SCHEDULE:					
			Qty		
> Unit 1 foyer	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		1		41
> Unit 1 hall	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		1		41
> Unit 1 living room	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		4		165
> Unit 1 Kitchen	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		4		165
> Unit 1 stair+ 2nd flr hall	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		2		82
> Unit 1 bath 3 shower	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		1		41
> Unit 1 bed 1	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		4		165
> Unit 1 bed 2	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		4		165
> Unit 2 Entry (at living room)	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		1		41
> Unit 2 Living room	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		4		165
> Unit 2 kitchen	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		3		124
> Unit 2 foyer and hall	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		2		82
> Unit 2 stair and top of stair hall	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		2		82
> Unit 2 bed hall	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		1		41
> Unit 2 bath 2 shower	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		1		41
> Unit 2 bed 1	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		4		165
> Unit 3 foyer and hall	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		2		82
> Unit 3 kitchen	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		3		124
> Unit 3 living room	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		4		165
> Unit 3 entry (at living room)	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		1		41
> Unit 3 stair and top of stair	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		2		82
> Unit 3 Bed 1 hall	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		1		41
> Unit 3 bath 1 shower	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		1		41
> Unit 3 bed 1	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		4		165
> Unit 3 bath 1 vanity	6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		1		41
KITCHEN:					
CABINETS:					
> Raise 5/8" for onsite flooring					
Merillat: "Classic" Series Cabinets (Single Roll-Out Trays)					
> Merillat cabinet touch up kit (TUK) - Shiploose					
> Portrait Maple (5pc Drawer front) - (Painted)					
10 Additional LF of Merillat STD Cabinets (Base & Overhead)					
> Note: If full overlay cabinets is selected the corner cabinet will be a BCR style ILO BLS style					
> Toe Kick Material to match Cabinet Color (Note: Material is shipped loose when Kitchen Flooring is OMIT)					
> Base Cabinet Upgrades:					
3 Base Waste Basket (Top Mount): BWBT18 (ILO B18)					
> Drawer Base Cabinets:					
2 Four Drawer Base Cabinet: BD18-4D ILO B18L1ST					
SDT - Standard Construction (Includes Dovetail Drawers, Soft Close Drawers and Soft Close Hardware on Doors)					
COUNTERTOP:					
42 OMIT Standard Postform Laminated Countertop					
SINK:					
3 OMIT "American Standard" Stainless Steel Double Bowl Sink (Leave Plumbing)					
Single bowl at unit 1					
FAUCET:					
3 OMIT American Standard "Colony Pro" Single Lever Faucet w/ Spray #7074.040.002					

RANGE HOOD:									
3	Delete Range Hood - Prep for spacesaver microwave	Recirculating as needed							N/C
APPLIANCES:									
1	Plumb & Wire for D/W with Hammer Arrestor (Omit Cabinet)								-87
3	Plumb for Ice & Water @ Fridge (with Box and Hammer Arrestor)								316
BATH #1:									
	Raise 5/8" for onsite flooring								
All blocking for future grab bars in showers/tubs/baths/toilet areas located per MAAB requirements by KBS									
VANITY SINK:									
3	OMIT Standard Postform Laminated Countertop								-37
SINK:									
1	OMIT American Standard "Aqualyn" Lav #0476.028.020 - (Leave Plumbing)								-52
FAUCET:									
1	OMIT American Standard "Colony Pro" Single Lever Faucet #7075.000.002								-82
VANITY CABINETS:									
>	Portrait Maple (Solid Drawer Front) - (Painted)	(ILO STD)				Color:	Cotton		INC
1	30" Vanity (VB30FH)								94
>	SDT - Full Height Vanity Cabinets with Soft Close Hardware (per LF)								STD
MEDICINE CABINETS:									
1	24"x36" beveled edge mirror w/ mounting clips								41
VANITY LIGHTS:									
1	See recessed light								
BATH FANS:									
>	Bath Fan: Panasonic "Whisper Green Select" FV-0511VKSL2 (with multi speed select & time delay)								STD
.	Radiation Damper: Panasonic PCRD05C5								129
TOILET:									
.	Shiploose								
1	Handicap Toilet: American Standard "Cadet Pro" #3517A.101.020 Bowl & #4188A.004.020 Tank - (ILO STD)					Color:	White		44
1	Toilet Seat: A/S Elongated Slow Close #5257A.65MT.020 (White)								STD
.	Add blocking in the wall for future onsite grab bars at MAAB locations								
TUBS / SHOWERS:									
>	Tub/Shower:								
1	Tub/Shower: Maax Aker 60" CM-60					Color:	White		575
>	Faucet:								
1	American Standard "Colony Pro" Tub/Shower Diverter Trim Kit #TU075.508.002 with RU108ESS Valve (Chrome)					Color:	Chrome		STD
ACCESSORIES (SHIPPED LOOSE):									
1	24" Towel Bar: American Standard "C-Series" #8337.024.002					Color:	Chrome		STD
1	Paper Holder: American Standard "C-Series" #8337.230.002					Color:	Chrome		STD
1	Towel Ring: American Standard "C-Series" #8337.190.002					Color:	Chrome		STD
BATHROOM #2:									
.	Raise 5/8" for onsite flooring								
All blocking for future grab bars in showers/tubs/baths/toilet areas located per MAAB requirements by KBS									
VANITY TOP:									
3	OMIT Standard Postform Laminated Countertop								-37
SINK:									
1	OMIT American Standard "Aqualyn" Lav #0476.028.020 - (Leave Plumbing)								-52
FAUCET:									
1	OMIT American Standard "Colony Pro" Single Lever Faucet #7075.000.002								-82
VANITY CABINETS:									
>	Portrait Maple (Solid Drawer Front) - (Painted)	(ILO STD)				Color:	Cotton		INC
1	30" Vanity (VB30FH)								94
>	SDT - Full Height Vanity Cabinets with Soft Close Hardware (per LF)								STD
MEDICINE CABINETS:									
1	Jensen "Horizon" #1451 16"x26" Recessed - Frameless Beveled Edge								STD
VANITY LIGHTS:									
1	Vanity Light Bar: Progress Ashford Two Light Polished Chrome Vanity Light P300315-015	Chrome							126
BATH FANS:									
>	Bath Fan: Panasonic "Whisper Green Select" FV-0511VKSL2 (with multi speed select & time delay)								STD
.	Radiation Damper: Panasonic PCRD05C5								129
TOILET:									
.	Shiploose								
1	Handicap Toilet: American Standard "Cadet Pro" #3517A.101.020 Bowl & #4188A.004.020 Tank - (ILO STD)					Color:	White		44
1	Toilet Seat: A/S Elongated Slow Close #5257A.65MT.020 (White)								STD
.	Add blocking in the wall for future onsite grab bars at MAAB locations								
TUBS / SHOWERS:									
>	Tub/Shower:								
1	Tub/Shower: Maax Aker 60" CM-60					Color:	White		575
>	Faucet:								
1	American Standard "Colony Pro" Tub/Shower Diverter Trim Kit #TU075.508.002 with RU108ESS Valve (Chrome)					Color:	Chrome		STD
ACCESSORIES (SHIPPED LOOSE):									
1	24" Towel Bar: American Standard "C-Series" #8337.024.002					Color:	Chrome		STD
1	Paper Holder: American Standard "C-Series" #8337.230.002					Color:	Chrome		STD
1	Towel Ring: American Standard "C-Series" #8337.190.002					Color:	Chrome		STD

BATHROOM #3:									
Raise 5/8" for onsite flooring									
All blocking for future grab bars in showers/tubs/baths/toilet areas located per MAAB requirements by KBS									
VANITY TOP:									
3	OMIT Standard Postform Laminated Countertop								-37
SINK:									
1	OMIT American Standard "Aqualyn" Lav #0476.028.020 - (Leave Plumbing)								-52
FAUCET:									
1	OMIT American Standard "Colony Pro" Single Lever Faucet #7075.000.002								-82
VANITY CABINETS:									
>	Portrait Maple (Solid Drawer Front) - (Painted)	(ILO STD)				Color:	Cotton		STD
1	30" Vanity (VB30FH)								94
>	SDT - Full Height Vanity Cabinets with Soft Close Hardware (per LF)								STD
MEDICINE CABINETS:									
1	Jensen "Horizon" #1451 16"x26" Recessed - Frameless Beveled Edge								STD
VANITY LIGHTS:									
1	Vanity Light Bar: Progress Ashford Two Light Polished Chrome Vanity Light P300315-015	Chrome							126
BATH FANS:									
>	Bath Fan: Panasonic "Whisper Green Select" FV-0511 VKSL2 (with multi speed select & time delay)								STD
.	Radiation Damper: Panasonic PCRD05C5								129
TOILET:									
.	Shiploose								
1	Handicap Toilet: American Standard "Cadet Pro" #3517A.101.020 Bowl & #4188A.004.020 Tank - (ILO STD)					Color:	White		44
1	Toilet Seat: A/S Elongated Slow Close #5257A.65MT.020 (White)								STD
.	Add blocking in the wall for future onsite grab bars at MAAB locations								
TUBS / SHOWERS:									
>	Tub/Shower:								
1	Tub/Shower: Maax Aker 60" CM-60					Color:	White		575
>	Faucet:								
1	American Standard "Colony Pro" Tub/Shower Diverter Trim Kit #TU075.508.002 with RU108ESS Valve (Chrome)					Color:	Chrome		STD
ACCESSORIES (SHIPPED LOOSE):									
1	24" Towel Bar: American Standard "C-Series" #8337.024.002					Color:	Chrome		STD
1	Paper Holder: American Standard "C-Series" #8337.230.002					Color:	Chrome		STD
1	Towel Ring: American Standard "C-Series" #8337.190.002					Color:	Chrome		STD
.	1/2 BATH #4:								
Raise 5/8" for onsite flooring									
All blocking for future grab bars in showers/tubs/baths/toilet areas located per MAAB requirements by KBS									
VANITY TOP:									
3	OMIT Standard Postform Laminated Countertop								-37
SINK:									
1	OMIT American Standard "Aqualyn" Lav #0476.028.020 - (Leave Plumbing)								-52
FAUCET:									
1	OMIT American Standard "Colony Pro" Single Lever Faucet #7075.000.002								-82
VANITY CABINETS:									
>	Portrait Maple (Solid Drawer Front) - (Painted)	(ILO STD)				Color:	Cotton		INC
1	36" Vanity (VB36FH)								104
>	SDT - Full Height Vanity Cabinets with Soft Close Hardware (per LF)								STD
MEDICINE CABINETS:									
1	Jensen "Horizon" #1451 16"x26" Recessed - Frameless Beveled Edge								STD
VANITY LIGHTS:									
1	Vanity Light Bar: Progress Ashford Two Light Polished Chrome Vanity Light P300315-015	Chrome							126
BATH FANS:									
>	Bath Fan: Panasonic "Whisper Green Select" FV-0511 VKSL2 (with multi speed select & time delay)								STD
.	Radiation Damper: Panasonic PCRD05C5								129
TOILET:									
.	Shiploose								
1	Handicap Toilet: American Standard "Cadet Pro" #3517A.101.020 Bowl & #4188A.004.020 Tank - (ILO STD)					Color:	White		44
1	Toilet Seat: A/S Elongated Slow Close #5257A.65MT.020 (White)								STD
.	Add blocking in the wall for future onsite grab bars at MAAB locations								
ACCESSORIES (SHIPPED LOOSE):									
1	Paper Holder: American Standard "C-Series" #8337.230.002					Color:	Chrome		STD
1	Towel Ring: American Standard "C-Series" #8337.190.002					Color:	Chrome		STD
.	INTERIOR DOORS & TRIM:								
TRIM:									
>	Note: Full length base trim is shipped loose for onsite install at onsite flooring locations								
>	Windsor One Farmhouse Trim Package (1x4 Casing with 5/4x4 Head) (ILO STD):								1,028
>	Farmhouse Trim Package - (1 x 5 Base Molding)								1,316
.	Shiploose window jamb and casing full length for onsite cut an install if the windows are not here in time								
DOORS:									
>	Masonite "Heritage Series" Solid Core - Smooth Finish (ILO STD)	3 Panel "Winslow"							856
>	Note: Bifold doors are not available as Solid Core - Bifolds will be Hollow core (If Applicable)								
HARDWARE:									
.	Only the interior door hardware is Chrome								

KBS Builders Inc.

Pricing/Order Form

> Lockset: Kwikset "Hancock"	Interior Knob (ILO STD)	Polished Chrome	STD
WINDOW SILLS & SASHES:			STD
> Picture Frame Window - No Sills			STD
> Window Sill - Kitchen Sink Window (KBS STD)			
PAINT:			STD
> Trim and Door Paint: Sherwin Williams "Promar 400" Latex Semi-gloss		Color: Extra White	
> SHELVING:			STD
> Ventilated Wire Shelving - White			STD
> (1) 12" Deep Shelf with Open Slide Rod @ Closets / Wardrobes			
> STAIRS:			
> Oak Stairs:			4,886
3 KBS to build a stringer set of stairs treads with "pencil edging" WHITE OAK. Treads are to remain unfinished. Painted White Birch Risers			
HANDRAIL:			983
> Shiploose Builder installed material: (2) 10' Painted White Poplar LJ-6042 Railing, (4) DJ130-619 (Nickel) wall brackets and 4 White Poplar LJ-7027 Rosettes all quantities are per unit for U stair			
Handrail is cut and installed onsite by the GC			
FLOOR COVERINGS:			
> No Flooring or Prep Included			
PORCHES/DECKS:			
24.5 6' Deep Farmers Porch Includes: Posts. Railing, Balusters and Decking are supplied and installed onsite by the GC			3,726
Single panel. Shingled onsite			
Pressure treated grade beam and posts are to be supplied by Builder			
Joist Spacing: 12"oc			STD
> Floor Framing: Pressure Treated 2x8 Floor Joists by KBS			
> Posts: Pressure Treated 6x6			
> Porch Ceiling onsite by the GC			
> Porch Header Beam: Supplied by KBS - Wrapped with FJP Radiatta 1x- Shipped loose			
No other entry roof/s are included in this pricing			
SHIP LOOSE: (Additional)			316
2 CertainTeed XT-25 3 Tab Shingles			
For onsite roof/s at entry doors that are not included in the porch section			
All other materials for shingling the onsite roof between the units is onsite by the builder			
ON-SITE REQUIREMENTS:			
> Foundation survey to make sure it is level and square is the responsibility of the Builder			By Builder
> Sill plates installed level and square with a 1/4" tolerance are the responsibility of the Builder			By Builder
> Lally columns and plates on-site for day of set are the responsibility of the Builder			By Builder
> Cost of off site storage area if needed for the modules is the responsibility of the Builder			By Builder
> Police details on-site if required are the responsibility of the Builder			By Builder
> Police Escorts from storage site to Job site if required are the responsibility of the Builder			By Builder
> Trash Dumpster available for the day of set is the responsibility of the Builder			
TOTAL OPTIONS:			98,725
			361,235
			459,960
TOTAL BASE & OPTIONS (No Set Fees, Transportation, Engineering or Seals):			
STATE SALES TAX:			MA Taxpayer ID #10753317
0 % Tax	Massachusetts	\$461,280	Certificate # 1281034240
			0
			459,960
TOTAL F.O.B.			
STATE SEALS:			800
8 Massachusetts Modular Seal			520
8 Third Party Approval Seal (Required in all States)			
FREIGHT & PERMITS:			
Frames are not to exceed 50' in length unless okd by the GC/Billy Cassidy.			
Keep parts frames to less than 9' wide and under 40' frame unless okd by GC/Billy Cassidy			
PERMITS: (Permit needed for each State traveled through)			INC
> Permits are included in Freight cost listed below			
FREIGHT:			68,272
> Boxes are picked up by the builder. Flag/escort cars are also supplied by the builder.			
This fee includes all permits by KBS. KBS to pull permits. Contact is Bill Cassidy for truck information 508 735 5159			
The frames need to be returned to KBS within 2 week of delivery			
Truck On-Site:			
> None			529,552
TOTAL ESTIMATED DELIVERED PRICE (Does not include Crane or Set):			

*		
>	Price / Square Foot before set costs.	\$232.06
>	Items shown as optional are not included in price.	
*		
*		
*	NOTE: THIS IS A PRELIMINARY ESTIMATE ONLY SUBJECT TO ENGINEERING REVIEW.	
*	NOTE: THIS QUOTE CONTAINS COMMODITY ITEMS THAT ARE SUBJECT TO MARKET VOLATILITY AND MAY BE SUBJECT TO PRICE ADJUSTMENT AT TIME OF PROCUREMENT. LOCKED IN PRICING FOR COMMODITY PORTION OF THE PROJECT IS AVAILABLE UPON REQUEST AND REQUIRES PAYMENT FOR STORED MATERIAL	
*	THIS ESTIMATE REFLECTS STATE CODE CONFORMANCE. IT IS THE BUILDERS RESPONSIBILITY TO ALERT	
*	KBS OF ANY LOCAL CODE REQUIREMENTS.	
*	THIS QUOTE IS GOOD FOR 7 DAYS FROM ORIGINAL QUOTE DATE. KBS HAS THE UNILATERAL RIGHT TO REPRICE QUOTES AFTER 7 DAYS.	
*	FINAL PRICE IS ONLY ACCEPTED AND LOCKED IN ONCE A SALES AGREEMENT IS MUTUALLY SIGNED	
*	NEW PRICES FOR OPTIONS WILL NOT REQUIRE A NEW QUOTE AS LONG AS THE FOOTPRINT AND ROOF DESIGN REMAIN UNCHANGED	
*		
*		
*		

Quote Date:	09/21/21	Revised:	03/29/22
Sales Rep:	M Brennan	Price Revision #	

Quote #	Q-21-0171-MCB	House #:	3532
Plan Rev #:		SO#	

BUILDER:	NHA Properties INC		
ADDRESS:	Po Box 3149		
CITY:	Nantucket		
STATE:	MA	ZIP:	02584-3149
CONTACT:	Billy Cassidy		
CUSTOMER:	Fairgrounds Rd Lot 8		
SITE ADDRESS:	31 Fairgrounds Rd		
CITY:	Nantucket		
STATE:	MA	ZIP:	02554
GSL:	25	WIND (Vult):	140

TYPE OF HOUSE:			
Colonial			
SIZE OF HOUSE:	27	x	39
HOUSE INFO:			
Number of Boxes:			4
Number of Line Moves:			4
Total Approx Square Feet for Estimating Purposes:			2,108
Cost Base:	12/22/2021	Program:	V21.09.2
		Option Book:	V21.12.4

FINAL FOR CONSTRUCTION

FOUNDATION:			
> Builder to supply and install Lalley columns, Not KBS			By Builder
> Builder to supply and install Double layer sill plates			By Builder
CONSTRUCTION:			
Pricing is subject to change once actual specs are provided, fire marshal review and eng structural review.			
Pricing does not include a sprinkler system.			
Pricing does not include any HVAC prep or equipment other than what is listed below.			
Building is not handicap compliant			
FLOOR SYSTEM:			
> 2" x 10" Floor Joists - 16" o.c. / Solid Block Bridging	1st Floor		STD
> 2" x 10" Floor Joists - 16" o.c. / Solid Block Bridging	2nd Floor		STD
Plumbing walls will need to be added to the 1st floor to get plumbing from the 2nd floor to the basement			
Add 2' strip of 3/4" osb in the attic area to aid the individual that will be applying the onsite spray foam			
> LF of Open Joist 2000 Floor Trusses ILO Floor Joist			INC
> Decking: 3/4" T&G Plywood (Glued & Nailed)			INC
At all mawall openings greater than 3' and the flooring is omit/shiploose, the floor sheathing is to be held back 1'-6"			
If KBS is installing the flooring we are to use the KBS standard hold back of 2"			
Label material for mawall openings so the set crew will not use it for something else			
EXTERIOR WALLS:			
> 2" x 6" Exterior Walls - 16" o.c.			STD
> 8' Ceiling Height	All Floors		STD
EXTERIOR SHEATHING:			
> 7/16" OSB Wall Sheathing			STD
> EXTERIOR WALL ASSY			34,897
Interior Finish: 1/2" Sheetrock (Mud, Taped & Painted)			
Interior Vapor Retarder: NONE PER THE BUILDERS REQUEST> Any required by the AHJ is the responsibility of the GC			
Exterior Wall Framing: 2x6 Studs @ 16" o.c. - Double top plate - Single bottom plate			
Air Infiltration: Install 3M 8067 Tape to all exterior wall to exterior wall connections and exterior wall to floor and exterior wall to ceiling connections			
Exterior Wall Insulation: R-20 Dense Pack Cellulose (5-1/2")			
Wall Sheathing: 7/16" OSB			
Wall Sheathing: 2-1/2" Zip-R Sheathing (R12) Nailed - Seams covered with Zip tape and rolled with roller			
> Dupont Tyvek Drain Vent Rain Screen	Through Eldridge		2,152
GC to protect the bottom side of the exposed Zip panel. Materials to do so are supplied and installed onsite by the GC			
> Pricing does not include fire rated sheathing between the units. If required, pricing will change to reflect the requirements			
MARRIAGE WALLS:			
> 2" x 4" Marriage Wall studs - 16" o.c.			STD
MARRIAGE WALL SHEATHING:			
> 7/16" OSB Marriage Wall Sheathing	Completely Sheath		STD
ROOF:			
> 4/12 Pitch Truss - 16" o.c.			STD
> 10/12 rafter roof per prints			1,416
> "Ridge cap" beyond truss at peak is panelized for onsite install.			1,856
> See print detail for eave overhang			
Kneewalls			
> Kneewalls: 2x4 Studs 16" o.c. Per plans If applicable			STD
If KBS removes the eave, the roof sheathing needs to remain long with ice+water. (Will keep water out of the walls)			
ROOF SHEATHING:			
> 7/16" OSB Roof Sheathing			STD
GABLE END OVERHANGS:			
> Gable End Overhang are per print detail			718
78 False Eave Overhang			1,086
SHEETROCK:			
At any smooth transitions the sheetrock is held back 1'6" at each side			
Omit the RC-2 channel in this area and shiploose plywood to take its place			
Label material for mawall openings so the set crew will not use it for something else			
WALLS:			

> 1/2" Thick Sheetrock Throughout					STD
> Add moisture resistant sheetrock to all bath walls. Ship loose if being left off					INC
> 1hr fire rated+insulated wall w/ 5/8" thick type X sheetrock at mawall- Each side					INC
2x8 stair/kitchen wall 1st and 2nd floor to allow for running onsite line sets and wiring to the attic for onsite 2nd floor ceiling cassettes Installed onsite by GC. Leave sheetrock off bays per eng detail					
> Frame access on the 2nd floor wall to access the knewall area for onsite spray foam application to the bottom side of the rafters. May only apply to buildings 1+8					
> Frame access in 1st floor hall closet to access area below stairs					
> Draft stop wall in the attic in buildings 1+8. Does not need to be a fire rated wall					
CEILINGS:					
> 5/8" Sheetrock Throughout (Ceiling) Non fire rated at 1st floor. Type X at the 2nd floor					373
> Add moisture resistant sheetrock to all bath ceilings 1st floor. Ship loose if being left off					INC
> Leave off sheetrock from 2nd floor sloped ceiling area to allow for onsite spray foam to bottom of roof decking. Ship loose RC2 channel. If truss or rafter needs to be padded down, it is the builder responsibility to supply the material and install onsite. Ship loose sheetrock					Base Deduct
. At any smooth transitions the sheetrock is to be held back 1/6" at each side					
. Omit the RC-2 channel in this area and ship loose plywood to take its place					
. Label material for mawall openings so the set crew will not use it for something else					
FINISH:					
> Primer: Sherwin Williams "Builder Solutions" Interior Latex B28W08601				Color: White	STD
> Wall and Ceiling Paint: Sherwin Williams "Promar 200" Interior Latex Flat				Color: Dover White	STD
.					
DORMERS:					
> DORMER #1:					
> Ft. Shed Dormer, 2" x 6" Exterior Wall & Roof 16" o.c.					INC
> DORMER #2:					
> Ft. Shed Dormer, 2" x 6" Exterior Wall & Roof 16" o.c.					INC
> Note: Shingles & Siding Materials Included S/L					
.					
INSULATION:					
BASEMENT/CRAWL SPACE:					
> To be provided and installed by Builder on-site					By Builder
EXTERIOR WALLS:					
> R-20 Dense Pack Cellulose Wall Insulation (5-1/2" Wall) (ILO R-21 Fiberglass)					449
> Energy Block For Two Story House					358
> NO Vapor Retarder per GC request. Any required by AHJ will be the responsibility of the GC					STD
ROOF/CEILING:					
2 layers of R19 fiberglass batt insulation in the entire 1st floor ceiling cavity with 1 additional row of R11 fiberglass batt insulation around the exterior perimeter of the building. Use black strapping over the top of the insulation to secure insulation during the set so it will not blow away.					0
> Omit 2nd floor ceiling insulation. Supplied and installed onsite by the GC					-637
> NO Vapor Retarder per GC request. Any required by AHJ will be the responsibility of the GC					STD
INTERIOR WALLS:					
2 Thermal Bi-Pass Checklist+ RESNET Grade 1 Picture Documentation with sign off					1,180
. Blower door test,HERS rating and all applicable stretch energy town paperwork/requirements are by others					
.					
WEATHER BARRIER:					
. See wall assy above					
> Flashing System:					
. Windows: Zip Stretch Tape sill pans with Zip System Flashing Tape applied at sides and top					79
. Doors: Jamsill Guard sill pans with Zip System Flashing Tape applied at sides and top					INC
. Penetrations: Zip Stretch Tape or Zip System Flashing Tape applied at all penetrations through the wall					INC
. Seams: Zip Tape at all seams and repair any overdriven nails with Zip liquid flash					INC
.					
EXTERIOR DOORS & SIDELITES:					
> Windows and doors DO NOT need to be padded out					
EXTERIOR DOOR:					
> Prep all exterior door ROs for 5/8" onsite flooring					
> Omit all exterior doors. RO for an onsite 3068. Doors are supplied and installed onsite by the builder/GC					-1,593
.					
WINDOWS:					
ANDERSEN WINDOWS:					
Windows are 12 week lead time					
. Windows and doors DO NOT need to be padded out					
WINDOWS WILL NOT BE AT KBS IN TIME OF PRODUCTION AND IT IS THE BUILDERS/GCs RESPONSIBILITY TO ARRANGE SHIPPING FROM KBS TO THE JOB SITE					
. Premake window jamb and trim boxes/assys and ship the assy loose. To be installed onsite by the builder/GC					
> Andersen 400 Series Tilt-Wash Double Hung					10,190
. Glazing: Low-E4 w/ Heatlock				Screens: Moderate Full Aluminum Screen- Black	
. Interior Finish: Pre-Finished White				Exterior Finish: Black	
. Hardware: Standard Lock with Tadtional series Hand Lift				Color: White	
. Grids: 2 over 2 FDL Permanent Grilles					
. 1x4 Wide casing w/ sill is supplied and installed onsite by the GC					
> Not impact glass or coastal hardware					
> Casement CR12 KBS to pick handing and show on the prints				Hinge Per prints	
> TW2646					
> TW2032					
> Safety Glass for Windows:					

> Safety Glass for Windows		Qty/pricing subject to change pending KBS Engineering and/or 3rd party review				1,680
SIDING & SHUTTERS:						
SIDING:						
> Prep for Double Builder Installed Sill Plate						N/C
> OMIT Mainstreet Double 4" Siding						-4,794
> When siding is omit the light blocks are omit as well						
. See print detail for eave and gable overhang						
> Temp tack 2x for onsite fascia and shadow board						
. GC will be using 5/4" corner boards						
GABLE VENTS						
> None						
. NO GABLE END VENTING NEEDED. Any venting required by the AHJ is the responsibility of the GC						
SHUTTERS:						
> None						INC
ROOF SHINGLES:						
> CertainTeed XT-25 3 Tab Shingles		Color	Black			708
> High Wind Nailing for Shingles (6 Nails per full shingle)						112
> Aluminum Drip Edge				Color: (Berger) Pearl Gray		340
. Prebend and shiploose what drip edge cant be installed at the factory						
. See print detail for eave and gable overhang						
> Temp tack 2x for onsite fascia and shadow board						
. GC will be using 5/4" corner boards						
> One Layer 15lb F15 Paper						STD
> (2) Courses of Ice & Water Shield at Eaves and Single course at Valleys						STD
> KBS Standard Ice & Water Shield						STD
> NO RIDGE VENTING NEEDED. Any venting required by yhe AHJ is the responsibility of the GC						
PLUMBING:						
> PVC Drain & Vent Lines						STD
> Pex Supply Lines to Basement, Stubbed at Each Location - Not a Complete Loop						STD
> (2) 3/4" Pex Lines to 2nd Floor for Domestic Water						STD
> Omit the radon vent per the GC's request						
. Any radon venting required by the AHJ is the responsibility onsite by the GC						
HEAT:						
> OMIT Hot Water Baseboard Heaters						-1,063
. Any ERV/HRV duct work for the 2nd floor is run in the stairway wall onsite by the builder/GC						
. No prep or materials are included in this quote for onsite HVAC unless listed						
AIR EXCHANGER:						
> None						
Owners Signature:						
. Owner Declines Optional Air Exchanger / HRV Unit.						
ELECTRICAL:						
> 100 AMP Leviton LP310MB Full Size Panel Box		Location:	1st floor hall	per Living Unit		STD
. Std White Leviton door. No need for a plywood door						
> Wire for Electric Range and Gas Range				per Living Unit		STD
> (2) GFI Weather Proof Outlets (per code)				per Living Unit		STD
> Television Jacks			Per prints			121
> Phone Jacks (Cat 5)			Per prints			42
. All buildings to have White Toggle switches and std outlet covers						
> Photo Electric Smoke Detectors: BRK #7010B - Each Bedroom (per Code)						STD
> Photo Electric Smoke/Carbon Monoxide Combo Detectors w/Voice: BRK #SC7010BV - Each Bedroom Group (per Code)						STD
> Arc Fault Circuits (per Code)						STD
LIGHTING SCHEDULE:						
Location	Model#			Qty Total		
> Kitchen (Sink):	Halo #HLB6099FS1EMWR (6" LED Recessed)			2		INC
> Dining:	Progress #P4762-15 "Classic Collection" 3 Lite Chandelier	Chrome		2	Ship loose	INC
> Exterior Door:	Exterior Front Light: Progress "Westport" #P5863-20			4		-401
				Qty		
> Dining room- 6 per unit		6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		12		499
> Kitchen- 4 per unit		6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		8		333
> Island 1 per unit		6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		2		83
> 1st floor hall- 3 per unit		6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		6		250
> Bed 1- 6 per unit		6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		12		499
> Bed 2- 4 per unit		6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		8		333
> 2nd floor hall/stair landing- 3 per unit		6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		6		250
> Bath 3 shower- 1 per unit		6" LED Ceiling Downlight(s) (Halo #HLB6099FS1EMWR)		2		83
KITCHEN:						
CABINETS:						
> Raise 5/8" for onsite flooring						
. Merillat: "Classic" Series Cabinets (Single Roll-Out Trays)						INC
> Merillat cabinet touch up kit (TUK) - Shiploose						
> Portrait Maple (5pc Drawer front) - (Painted)		(ILO STD)		Color: Cotton		3,379
> Note: If full overlay cabinets is selected the corner cabinet will be a BCR style ILO BLS style						

> Toe Kick Material to match Cabinet Color (Note: Material is shipped loose when Kitchen Flooring is OMIT)				STD
> Islands:				
2 3' Island (Includes GFI Recept)	with out Bartop			3,097
> Base Cabinet Upgrades:				
2 Base Waste Basket (Top Mount): BWBT18 (ILO B18)				539
> Drawer Base Cabinets:				
2 Four Drawer Base Cabinet: BD24-4D ILO B24L1ST				241
SDT - Standard Construction (Includes Dovetail Drawers, Soft Close Drawers and Soft Close Hardware on Doors)				STD
COUNTERTOP:				
50 OMIT Standard Postform Laminated Countertop				-629
SINK:				
2 OMIT "American Standard" Stainless Steel Double Bowl Sink (Leave Plumbing)	Color: N/A			-304
FAUCET:				
2 OMIT American Standard "Colony Pro" Single Lever Faucet w/ Spray #7074.040.002	N/A			-171
RANGE HOOD:				
2 Delete Range Hood - Prep for spacesaver microwave				N/C
APPLIANCES:				
0 Plumb & Wire for D/W with Hammer Arrestor (Omit Cabinet)				0
2 Plumb for Ice & Water @ Fridge (with Box and Hammer Arrestor)				212
1/2 BATH #1:				
> Raise 5/8" for onsite flooring				
VANITY TOP:				
6 OMIT Standard Postform Laminated Countertop				-75
SINK:				
2 OMIT American Standard "Aqualyn" Lav #0476.028.020 - (Leave Plumbing)				-107
FAUCET:				
2 OMIT American Standard "Colony Pro" Single Lever Faucet #7075.000.002				-155
VANITY CABINETS:				STD
> Portrait Maple (Solid Drawer Front) - (Painted)	(ILO STD)	Color: Cotton		INC
2 30" Vanity (VB30FH)				189
> SDT - Full Height Vanity Cabinets with Soft Close Hardware (per LF)				STD
MEDICINE CABINETS:				
2 Jensen "Horizon" #1451 16"x26" Recessed - Frameless Beveled Edge				STD
VANITY LIGHTS:				
2 Vanity Light Bar: Progress Ashford Two Light Polished Chrome Vanity Light P300315-015	Chrome			253
BATH FANS:				
> Bath Fan: Panasonic "Whisper Green Select" FV-0511VKSL2 (with multi speed select & time delay)				STD
TOILET:				
2 Handicap Toilet: American Standard "Cadet Pro" #3517A.101.020 Bowl & #4188A.004.020 Tank - (ILO STD)	Color: White			89
2 Toilet Seat: A/S Elongated Slow Close #5257A.65MT.020 (White)				STD
ACCESSORIES (SHIPPED LOOSE):				
2 Paper Holder: American Standard "C-Series" #8337.230.002	Color: Chrome			STD
2 Towel Ring: American Standard "C-Series" #8337.190.002	Color: Chrome			STD
BATHROOM #2:				
> Raise 5/8" for onsite flooring				
VANITY TOP:				
6 OMIT Standard Postform Laminated Countertop				-75
SINK:				
2 OMIT American Standard "Aqualyn" Lav #0476.028.020 - (Leave Plumbing)				-107
FAUCET:				
2 OMIT American Standard "Colony Pro" Single Lever Faucet #7075.000.002				-155
VANITY CABINETS:				STD
> Portrait Maple (Solid Drawer Front) - (Painted)	(ILO STD)	Color: Cotton		INC
2 30" Vanity (VB30FH)				189
> SDT - Full Height Vanity Cabinets with Soft Close Hardware (per LF)				STD
MEDICINE CABINETS:				
2 Jensen "Horizon" #1451 16"x26" Recessed - Frameless Beveled Edge				STD
VANITY LIGHTS:				
2 Vanity Light Bar: Progress Ashford Two Light Polished Chrome Vanity Light P300315-015	Chrome			253
BATH FANS:				
> Bath Fan: Panasonic "Whisper Green Select" FV-0511VKSL2 (with multi speed select & time delay)				STD
TOILET:				
. Shiploose				
2 Handicap Toilet: American Standard "Cadet Pro" #3517A.101.020 Bowl & #4188A.004.020 Tank - (ILO STD)	Color: White			89
2 Toilet Seat: A/S Elongated Slow Close #5257A.65MT.020 (White)				STD
TUBS / SHOWERS:				
> Showers:				
Prep/plumb for onsite tiled shower: Install controls, vent & drain. Insulate shower walls with R-11 fiberglass. Install 1/2" Durock on wall from ceiling to 12" above floor. Shiploose balance of Durock to be installed by Builder. Slope floor, curb, drain and all material to finish is supplied+ installed onsite by the builder				INC
> Faucet:				
2 American Standard "Colony Pro" Shower Diverter Trim Kit #TU075.507.002 with RU108ESS Valve (Chrome)	Color: Chrome			STD
ACCESSORIES (SHIPPED LOOSE):				
2 24" Towel Bar: American Standard "C-Series" #8337.024.002	Color: Chrome			STD
2 Paper Holder: American Standard "C-Series" #8337.230.002	Color: Chrome			STD

2	Towel Ring: American Standard "C-Series" #8337.190.002		Color: Chrome	STD
		BATHROOM #3:		
> Raise 5/8" for onsite flooring				
VANITY TOP:				
6	OMIT Standard Postform Laminated Countertop			-75
SINK:				
2	OMIT American Standard "Aqualyn" Lav #0476.028.020 - (Leave Plumbing)			-107
FAUCET:				
2	OMIT American Standard "Colony Pro" Single Lever Faucet #7075.000.002			-155
VANITY CABINETS:				
> Portrait Maple (Solid Drawer Front) - (Painted)		(ILO STD)	Color: Cotton	INC
2	36" Vanity (VB36FH)			209
> SDT - Full Height Vanity Cabinets with Soft Close Hardware (per LF)				STD
MEDICINE CABINETS:				
2	Jensen "Horizon" #1451 16"x26" Recessed - Frameless Beveled Edge			STD
VANITY LIGHTS:				
2	Vanity Light Bar: Progress Ashford Two Light Polished Chrome Vanity Light P300315-015	Chrome		253
BATH FANS:				
> Bath Fan: Panasonic "Whisper Green Select" FV-0511VKSL2 (with multi speed select & time delay)				STD
TOILET:				
. Shiploose				
2	Handicap Toilet: American Standard "Cadet Pro" #3517A.101.020 Bowl & #4188A.004.020 Tank - (ILO STD)		Color: White	89
2	Toilet Seat: A/S Elongated Slow Close #5257A.65MT.020 (White)			STD
TUBS / SHOWERS:				
Prep/plumb for onsite tiled shower: Install controls, vent & drain. Insulate shower walls with R-11 fiberglass. Install 1/2" Durock on wall from ceiling to 12" above floor. Shiploose balance of Durock to be installed by Builder. Slope floor, curb, drain and all material to finish is supplied+ installed onsite by the builder				INC
Waterproofing and window trim supplied and installed onsite by the GC in the shower area. Window comes with jamb receiver. KBS is not responsible for any moisture issue/s at any time regarding the window area.				
> Faucet:				
2	American Standard "Colony Pro" Shower Diverter Trim Kit #TU075.507.002 with RU108ESS Valve (Chrome)		Color: Chrome	STD
ACCESSORIES (SHIPPED LOOSE):				
2	24" Towel Bar: American Standard "C-Series" #8337.024.002		Color: Chrome	STD
2	Paper Holder: American Standard "C-Series" #8337.230.002		Color: Chrome	STD
2	Towel Ring: American Standard "C-Series" #8337.190.002		Color: Chrome	STD
		INTERIOR DOORS & TRIM:		
TRIM:				
> Note: Full length base trim is shipped loose for onsite install at onsite flooring locations				
> Windsor One Farmhouse Trim Package (1x4 Casing with 5/4x4 Head) (ILO STD):				541
> Farmhouse Trim Package - (1 x 6 Base Molding)				915
Waterproofing and window trim supplied and installed onsite by the GC in the shower area. Window comes with jamb receiver. KBS is not responsible for any moisture issue/s at any time regarding the window area.				
DOORS:				
> Masonite "Heritage Series" Solid Core - Smooth Finish (ILO STD)		3 Panel "Winslow"		844
> Note: Bifold doors are not available as Solid Core - Bifolds will be Hollow core				
HARDWARE:				
> Lockset: Kwikset "Hancock" - Interior Knob (ILO STD)		Polished Chrome		STD
WINDOW SILLS & SASHES:				
> Picture Frame Window - No Sills				STD
> Window Sill - Kitchen Sink Window (KBS STD)				STD
> Window jamb and casing at bath 3 shower windows are supplied and installed onsite by the GC.				
PAINT:				
> Trim and Door Paint: Sherwin Williams "Promar 200" Latex Semi-gloss			Color: Extra White	STD
		SHELVING:		
> Ventilated Wire Shelving - White				STD
> (1) 12" Deep Shelf with Open Slide Rod @ Closets / Wardrobes				STD
		STAIRS:		
. Raise top, bottom 5/8" for onsite flooring. Platform getting 3/4"				
3/4" flooring on the platform is supplied and installed onsite by the builder.				
> Oak Stairs:				
2	Cust supplied finished stair treads and birch risers by KBS (Risers by KBS) (Painted) (ILO STD)			301
HANDRAIL:				
> Rake half wall with painted pine cap at the platform up				
> Shiploose Builder installed material: (2) 10' Painted White Poplar LJ-6042 Railing, (4) DJ130-619 (Nickel) wall brackets and 4 White Poplar LJ-7027 Rosettes. Per uni				
> Handrail is cut and installed onsite by the GC				
		FLOOR COVERINGS:		
> No Flooring Included				
		MISC. OPTIONS:		
> Building 1 bath 4 area that connects to the adjacent building is built onsite by the builder				
> LF of 1/2 Wall with painted pine cap		At top of the stairs		69
		PORCHES/DECKS:		
33	5' Deep Pressure Treated Farmers Porch (Includes: Posts. Railings, Balusters and Decking are onsite by the GC/builder)	Panelized. Shingled onsite		5,062
33	5' Deep Pressure Treated Farmers Porch (Includes: Posts. Railings, Balusters and Decking are onsite by the GC/builder)	Panelized. Shingled onsite		5,062
9.5	4' Deep Pressure Treated Farmers Porch (Includes: Posts. Railings, Balusters and Decking are onsite by the GC/builder)	Panelized. Shingled onsite		1,315

> Floor Framing: Pressure Treated 2x8 Floor Joists by KBS	Joist Spacing: 12"oc								
> Posts: Pressure Treated 6x6									STD
> Porch Ceiling onsite by the GC									
> Porch Header Beam supplied by KBS - Wrapped onsite with 1x Cedar board supplied by GC									
. No other entry roof/s are included in this pricing									
SHIP LOOSE: (Additional)									
> None									
ON-SITE REQUIREMENTS:									
> Foundation survey to make sure it is level and square is the responsibility of the Builder									By Builder
> Sill plates installed level and square with a 1/4" tolerance are the responsibility of the Builder									By Builder
> Lally columns and plates on-site for day of set are the responsibility of the Builder									By Builder
> Cost of off site storage area if needed for the modules is the responsibility of the Builder									By Builder
> Police details on-site if required are the responsibility of the Builder									By Builder
> Police Escorts from storage site to Job site if required are the responsibility of the Builder									By Builder
> Trash Dumpster available for the day of set is the responsibility of the Builder									By Builder
TOTAL OPTIONS:									72,826
									299,980
TOTAL BASE & OPTIONS (No Set Fees, Transportation, Engineering or Seals):									372,806
STATE SALES TAX:									MA Tax Payer ID 10753317 Certificate # 1281034240
TOTAL F.O.B.									372,806
STATE SEALS:									
4 Massachusetts Modular Seal									400
4 Third Party Approval Seal (Required in all States)									260
FREIGHT & PERMITS:									
Frames are not to exceed 50' in length. 5 total frames									
Keep parts frames to less than 9' wide unless okd by sales									
PERMITS: (Permit needed for each State traveled through)									
> Permits are included in Freight cost listed below									INC
FREIGHT:									38,869
> Boxes are picked up by the builder. Escorts/flag cars by the builder.									
. This fee includes all permits by KBS.									
. Police escorts arranged by KBS									
. Frames must be returned to KBS within 2 week of being dropped off									
Truck On-Site:									
> None									
TOTAL ESTIMATED DELIVERED PRICE (Does not include Crane or Set):									412,335
>	Price / Square Foot before set costs.								\$195.60
>	Items shown as optional are not included in price.								
NOTE: THIS QUOTE CONTAINS COMMODITY ITEMS THAT ARE SUBJECT TO MARKET VOLATILITY AND MAY BE SUBJECT TO PRICE ADJUSTMENT AT TIME OF PROCUREMENT. LOCKED IN PRICING FOR COMMODITY PORTION OF THE PROJECT IS AVAILABLE UPON REQUEST AND REQUIRES PAYMENT FOR STORED MATERIAL									
NOTE: THIS IS A PRELIMINARY ESTIMATE ONLY SUBJECT TO ENGINEERING REVIEW.									
THIS ESTIMATE REFLECTS STATE CODE CONFORMANCE. IT IS THE BUILDERS RESPONSIBILITY TO ALERT KBS OF ANY LOCAL CODE REQUIREMENTS.									
THIS QUOTE IS GOOD FOR 7 DAYS FROM ORIGINAL QUOTE DATE. KBS HAS THE UNILATERAL RIGHT TO REPRICE QUOTES AFTER 7 DAYS. FINAL PRICE IS ONLY ACCEPTED AND LOCKED IN ONCE A SALES AGREEMENT IS MUTUALLY SIGNED									
NEW PRICES FOR OPTIONS WILL NOT REQUIRE A NEW QUOTE AS LONG AS THE FOOTPRINT AND ROOF DESIGN REMAIN UNCHANGED									

Fairgrounds lot 1	391078
Change order	14784
Fairgrounds lot 2	536470
Change order	4125
Fairgrounds lot 3	701994
Change order	7887
Fairgrounds lot 4	641096
Change order	0
Fairgrounds lot 5	750017
Change order	0
Fairgrounds lot 6	754529
Change order	0
Fairgrounds lot 7	529552
Change order	0
Fairgrounds lot 8	412335
Change order	17739
Total	4761606



P.O. Box 220; 300 Park Street
 South Paris, ME 04281
 (207) 739-2400 FAX (207) 739-2223

Production Change Order

DATE 7/5/2022
 BUILDER NHA Properties Inc / Fairgrounds Rd Lot 3
 SERIAL NO. 3554
 MODEL Colonial
 REQUESTED BY M Brennan

BILL/MATERIALS
 PRODUCTION
 SALES
 ENGINEERING
 PURCHASING
 QUALITY CONTROL

DATE	INITIAL

From:	To:	S
Change Order #1 Date: <u>7/5/2022</u> 1. Decking: 3/4" T&G OSB (Glued & Nailed) 2. 3.	Decking: 3/4" T&G Plywood (Glued & Nailed)	NC
Change Order #2 Date: <u>7/7/2022</u> 1. Clarification 2. 3.	Blocking in all showers for future grab bars at typical/std locations Blocking at all toilets for future grab bars at typical/std locations	NC NC
Change Order #3 Date: <u>7/19/2022</u> 1. Progress #P4762-15 "Classic Collection" 3 Lite Chandelier (No longer available)	Progress #P4770-15 Chrome 5 lite chandelier	NC
Change Order #4 Date: <u>7/19/2022</u> 1. Clarification 2.	All blocking for future grab bars in showers/baths/toilet areas located per MAAB requirements	NC
Change Order #5 Date: <u>8/3/2022</u> 1. Prep for onsite tiled shower: Install controls, vent & drain pipe stubbed. Insulate shower walls with fiberglass insulation. Install 1/2" Durock on wall from ceiling to 12" above floor. Ship loose balance of Durock to be installed by Builder. Slope floor, drain and all material to finish is supplied+ installed onsite by the builder. All 2nd floor baths	Unit 4 Bath 1+3 (2) 48" Maax Aker no seat shower NS 48 White. 1,283 Unit 4 Bath 2 (1) 60" Maax Aker/Tub/shower CM 60 White 575 Unit 5 Bath 1+2 (2) 60" Maax Aker no seat shower OPS 6030 White. 2,420 (Not handicap) Unit 6 bath 1 (1) 60" Maax Aker no seat shower OPS 6030 White (not handicap) 1,210 All tubs/showers are to have blocking added per MAAB requirements. Omit windows in unit 4 bath 1 shower, unit 5 bath 1 shower and unit 6 bath 1 shower. KBS design tech, Engineer, TRA+ State approval resubmission/stamp	2,400
Change Order #6 Date: <u>8/4/2022</u> Unit 6 bath 1 (1) 60" Maax Aker no seat shower OPS 6030 White (not handicap)	Unit 6 bath 1 (1) 60" Maax Aker single seat shower SHRS60 Right seat White	

Sub Total: \$7,887.90
 Change Order Fee: \$0.00
 Sales Tax: 0.00% \$0.00
 Change Order Total: \$7,887.90

The Contract sum including all Builder Change Orders \$640,984.00
 The Contract Sum will be increased/decreased by this Change Order in the amount of \$7,887.90
 The new Contract sum including this Change Order will be \$648,871.90
 The Contract Time will be increased by Zero (0) Days

Builder Signature: [Signature] Date: 8/4/22



P.O. Box 220, 500 Park Street
South Paris, ME 04261
(807) 739-2000 FAX (807) 739-2223

Production Change Order

DATE 4/12/2022

BUILDER NHA Properties INC / Fairgrounds Rd Lot 8

SERIAL NO. 3532

MODEL Colonial

REQUESTED BY Mbrennan

BILL/MATERIALS

PRODUCTION

SALES

ENGINEERING

PURCHASING

QUALITY CONTROL

DATE	INITIAL

From:	To:	\$
Change Order #1 Date: <u>4/12/2022</u> 1. Clarification 2. 3.	KBS to build a stringer set of stairs using the curst supplied stair treads. Treads are to remain unfinished	
Change Order #2 Date: <u>4/14/2022</u> 1. Not stated 2. 3.	2 layers of R19 fiberglass batt insulation in the entire 1st floor ceiling cavity with 1 additional row of R11 fiberglass batt insulation around the exterior perimeter of the building. Use black strapping over the top of the insulation to secure insulation during the set so it will not blow away.	1,053
Change Order #3 Date: <u>4/15/2022</u> 1. Not stated	Do not route out window openings. Only route out one exterior door opening per box	
Change Order #4 Date: <u>4/25/2022</u> 1. Vanity Light Bar: Progress Ashford Two Light Polished Chrome Vanity Light P300315-015. Bath 3. 1 per bath	Vanity Light Bar: Progress Ashford One Light Polished Chrome Vanity Light P300314-015. Bath 3. 1 per bath	
Change Order #5 Date: <u>5/9/2022</u> 1. Escorts/flag cars supplied by the builder 2. IF THE WINDOWS ARE NOTE AT KBS IN TIME OF PRODUCTION, IT IS THE BUILDERS GC RESPONSIBILITY TO ARRANGE SHIPPING FROM KBS TO THE JOB SITE AND INSTALLATION 3. 4. Omit all exterior doors	Escorts/flag cars supplied by KBS. Will require 2 escorts per box. Home Depot/Andersen Window delivery driver/truck will go to Cape Cod Express, 1 Express Way Wareham MA 02571. It will be the builders responsibility to unload the truck timely manner Builder to pick up the following (2) Left hand Inswing Thermo Tru S2103SDILLE Simulated Divided Lite 4 Lite single panel (2) Left hand Inswing Thermo Tru CCR100 Single Panel Head Board (1) Left hand Inswing Thermo Tru S2103SDILLE Simulated Divided Lite 4 Lite single panel. For basement entry 6-5/8" jamb on all doors. 5 Final Frame TruGuard White Composite (Paintable/Stainable) Black (3) 4" x 4" Self-Aligning Hinge - 5/8" Radius on S2103 doors Black (3) Ball Bearing 4" x 4" Self-Aligning Hinge - 5/8" Radius on CCR100 door 5 Tru Defina Composite Sill (Adjustable Cap with Lightwood finish Aluminum sill with Mill Finish and Sill Cover) 5 Double Bore (2-1/8" diameter with 2-3/4" backset) - Holes are 5-1/2" center to center Primer finish from ThermoTru. Builder or Homeowner is required to paint all sides (within 6 mos) to maintain ThermoTru warranty (5) Lockset: Kwikset "Hancock" - (Iron Black) Exterior Knob and hinges (ILO STD) (5) Deadbolt: Kwikset Signature Series Single Cylinder 980 - (Iron Black) - Installed	5,016 500 2,847 3,436 1,423 295 INC INC INC 40 7 167
Change Order #6 Date: <u>3/17/2022</u> All transportation trucks by the builder	KBS to supply 1 truck to deliver a parts frame. Builder is responsible to transport frame's back to KBS within 2 weeks of pickup date	2,955

Sub Total: \$17,739.20
Change Order Fee: \$0.00
Sales Tax 0.00% \$0.00
Change Order Total: \$17,739.20

The Contract sum including all Builder Change Orders \$381,912.00
The Contract Sum will be increased/decreased by this Change Order in the amount of \$17,739.20
The new Contract sum including this Change Order will be \$379,651.20
The Contract Time will be increased by Zero (0) Days

Builder Signature: _____ Date: _____



P.O. Box 220, 300 Park Street
South Paris, ME 04291
(207) 739-2400 FAX (207) 739-2223

Production Change Order

DATE 4/11/2022

BUILDER NHA Properties Inc / Fairgrounds Rd Lot 1

SERIAL NO. 3531

MODEL Colonial

REQUESTED BY M Brennan

BILL/MATERIALS

PRODUCTION

SALES

ENGINEERING

PURCHASING

QUALITY CONTROL

DATE	INITIAL

From	To	\$
Change Order #1 Date: <u>4/12/2022</u> 1. Clarification 2. 3.	KBS to build a stringer set of stairs using the cust supplied stair treads. Treads are to remain unfinished	
Change Order #2 Date: <u>4/14/2022</u> 1. Not stated 3.	2 layers of R19 fiberglass batt insulation in the entire 1st floor ceiling cavity with 1 additional row of R11 fiberglass batt insulation around the exterior perimeter of the building. Use black strapping over the top of the insulation to secure insulation during the set so it will not blow away.	1,053
Change Order #3 Date: <u>4/15/2022</u> 1. Not stated 3.	Do not route out window openings. Only route out one exterior door opening per box	
Change Order #4 Date: <u>4/25/2022</u> 1. Vanity Light Bar: Progress Ashford Two Light Polished Chrome Vanity Light P300315-015. Bath 3. 1 per bath	Vanity Light Bar: Progress Ashford One Light Polished Chrome Vanity Light P300314-015. Bath 3. 1 per bath	
Change Order #5 Date: <u>5/12/2022</u> 1. Escorts/flag cars supplied by the builder 2. IF THE WINDOWS ARE NOTE AT KBS IN TIME OF PRODUCTION, IT IS THE BUILDERS/GCs RESPONSIBILITY TO ARRANGE SHIPPING FROM KBS TO THE JOB SITE AND INSTALLATION 3. Onit all exterior	Escorts/flag cars supplied by KBS. Will require 2 per box Home Depot/Andresen Window delivery driver/truck will go to Cape Cod Express, 1 Express Way Wareham MA 02571. It will be the builders responsibility to unload the truck timely manner Builder to pick up the following (2) Right hand inswing Thermo Tru Smooth Star S2103SDLLE Simulated Divided Lite 4 Lite single panel (2) Right hand inswing Thermo Tru CCR100 Single Panel Bead (1) Right hand inswing Thermo Tru S2103SDLLE Simulated Divided Lite 4 Lite single panel. For basement entry 6-6/8" jamb on all doors 5 Final Frame Tru Guard White Composite (Paintable/Stainable) Black (3) 4" x 4" Self-Aligning Hinge - 5/8" Radius on S2103 doors Black (3) Ball Bearing 4" x 4" Self-Aligning Hinge - 5/8" Radius on CCR100 door 5 Tru Defense Composite Sill (Adjustable Cap with Lightwood Finish - Aluminum sill with Mill Finish and Sill Cover) 5 Double Bore (2-1/8" diameter with 2-3/4" backset) - Holes are 5-1/2" center to center Primer finish from ThermoTru Builder or Homeowner is required to paint all sides (within 6 mos) to maintain ThermoTru warranty (5) Lockset: Kwikset "Hancock" - (Iron Black) Exterior Knob and hinges (ILO STD) (5) Deadbolt: Kwikset Signature Series Single Cylinder 980 - (Iron Black) - Installed	5,016 500 2,847 3,436 1,423 295 INC INC INC 40 7 167

Sub Total: \$14,784.60
Change Order Fee: \$0.00
Sales Tax 0.00% \$0.00
Change Order Total: \$14,784.60

The Contract sum including all Builder Change Orders \$363,638.00
The Contract Sum will be increased/decreased by this Change Order in the amount of \$14,784.60
The new Contract sum including this Change Order will be \$378,422.60
The Contract Time will be increased by Zero (0) Days

Builder Signature: _____

Date: _____



Production Change Order

P.O. Box 220; 300 Park Street
South Paris, ME 04281
(207) 739-2400 FAX (207) 739-2223

BILL/MATERIALS
PRODUCTION
SALES
ENGINEERING
PURCHASING
QUALITY CONTROL

DATE	INITIAL

DATE 4/14/2022

BUILDER NHA Properties Inc / Fairgrounds Rd Lot 2

SERIAL NO. 3553

MODEL Custom

REQUESTED BY M Brennan

From:	To:	\$
Change Order #1 Date: <u>7/19/2022</u> 1. Progress #P4762-15 "Classic Collection" 3 Lite Chandelier	Progress #P4770-15 Chrome 5 lite chandelier	
Change Order #2 Date: <u>7/27/2022</u> 1. Clarification 2. 3.	All blocking for future grab bars in showers/baths/toilet areas located per MAAB requirements	
Change Order #3 Date: <u>5/10/2022</u> 1. Prep for onsite tiled shower: Install controls, vent & drain. Insulate shower walls with R-11 fiberglass. Install 1/2" Durock on wall from ceiling to 12" above floor. Ship loose balance of Durock to be installed by Builder. Slope floor, drain and all material to finish is supplied+ installed onsite by the builder. Add blocking in the walls for future grab bars. Unit 1 bath 2, Unit 2 American Standard "Colony Pro" Shower Diverter Trim Kit #TU075.507.002 with RU108ESS Valve (Chrome)	Tub/Shower: Maax Aker 60" CM-60. Unit 1 bath 2, unit 2 bath 2, unit 3 bath 2. Rearrange unit 2+3, bath 2 per sketch provided. Move windows as needed. Add blocking for future grab bars per MAAB requirements. American Standard "Colony Pro" Tub/Shower Diverter Trim Kit #TU075.508.002 with RU108ESS Valve (Chrome) KBS design tech, Engineer, TRA+ State approval resubmission/stamp fee	1,725 2,400
Change Order #4 1. 2. 3.		
Change Order #5 1. 2. 3.		

Sub Total: \$4,125.00
Change Order Fee: \$0.00
Sales Tax: \$0.00
Change Order Total: \$4,125.00

The Contract sum including all Builder Change Orders \$476,368.00
 The Contract Sum will be increased/decreased by this Change Order in the amount of \$4,125.00
 The new Contract sum including this Change Order will be \$480,493.00
 The Contract Time will be increased by Zero (0) Days

Builder Signature: _____

Date: _____

Wednesday, November 9, 2022

LAND DEVELOPMENT AGREEMENT CHANGE ORDER 2

The purpose of this document is to record a change order revising the Land Development Agreement, dated February 12, 2021, between FAIRGROUNDS COMMON, LLC ("FC") and HOUSING NANTUCKET ("HN") for the development of 31 Fairgrounds Road, Nantucket MA. Previously amended by Land Development Agreement Change Order 1.

Plan & Specification Changes:

The work described in the Land Development Agreement will be modified per the attached modular building Pricing/Order forms From KBS Builders Inc., as enumerated below:

1. Lot/Building 1 - Quote # Q-21-0169-MCB dated 8/23/22
2. Lot/Building 2 - Quote # Q-21-0195-MCB dated 8/23/22
3. Lot/Building 3 - Quote # Q-21-0196-MCB dated 8/23/22
4. Lot/Building 4 - Quote # Q-21-0197-MCB dated 8/23/22
5. Lot/Building 5 - Quote # Q-21-0198-MCB dated 8/23/22
6. Lot/Building 6 - Quote # Q-21-0199-MCB dated 8/23/22
7. Lot/Building 7 - Quote # Q-21-0200-MCB dated 8/23/22
8. Lot/Building 8 - Quote # Q-21-0171-MCB dated 8/23/22

Changes to the Project Cost:

The above referenced Pricing/Order Forms serve to illustrate an increase in the costs of construction since December of '21. Construction market and commodity pricing have increased to record levels and this change order records a total increase of \$1,763,000 to the cost of the Land Development Agreement. The revised total project cost will be \$10,279,212.00, inclusive of the \$100k solar infrastructure provision.

Payments for the work described herein will be made as per the Amended Schedule of Draws dated November 2022 and provided hereafter for final approval.

Agreed upon and accepted by:

FAIRGROUNDS COMMON, LLC.

By:

_____ dated _____

HOUSING NANTUCKET

By:

_____ dated _____

31 FAIRGROUNDS

WIGGLES WAY 11/09/22



Bldng. 3



Bldng. 2



Bldngs. 1 & 8, front



Bldngs. 1 & 8, back

- BUILDINGS 1 & 8: INTERIOR FINISHWORK UNDERWAY
- BUILDING 2: BOXES SET ON FOUNDATION
- BUILDING 3: WEATHER-TIGHT
- BUILDINGS 4-7: BOXES EN ROUTE, TO BE DELIVERED IN NOV.

**Amendment to the
Memorandum of Understanding
Between
Town of Nantucket Affordable Housing Trust Fund
And
NHA Properties, Inc.**

This Amendment to the Memorandum of Understanding (“Amendment”) is entered into this _____ day of January 2023 between the Town of Nantucket Affordable Housing Trust Fund, acting by and through its Board of Trustees (the “Trust”) and NHA Properties, Inc. (“NHA”); the Trust and NHA are together referred to as the Parties (the “Parties”).

RECITALS

WHEREAS, the Parties executed a Memorandum of Understanding (“MOU”) dated February 12, 2021, in which they agreed to certain terms and conditions concerning the purchase of 31 Fairgrounds Road, Nantucket by NHA and the construction of a twenty-two (22) unit affordable housing project thereon (the “Project”); and a grant in the amount of \$3,600,000.00 from the Trust to NHA for the purchase of the Property, and the loan from the Trust to NHA in the amount of \$6,750,000 (the “Original Loan Funds”) for the construction of the Project secured by a Mortgage on the Property;

WHEREAS, NHA completed the purchase of the Property and entered into a Land Development Agreement with Fairgrounds Common LLC (the “Builder”), the builder of the Project;

WHEREAS, NHA and the Builder have obtained the necessary permits and approvals for the construction of the Project and have commenced construction of the Project;

WHEREAS, NHA has requested the Trust provide additional funding for the construction of the Project due to unforeseen increased costs of construction and changes in design of the Project and the Trust has agreed to provide to NHA additional funding in both loans and a grant in the total amount of \$1,766,000.00 upon such terms and conditions described below;

NOW THEREFORE, in consideration of the foregoing and of other consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the following amendments to the MOU:

1. Grant Funds. In addition to the Grant Funds already awarded to NHA in the original MOU, the Trust shall provide to NHA a grant in the amount of \$810,000.00 for the additional construction costs incurred due to the inflationary increases as well as expanded square footage and enhanced construction techniques for the Project. As consideration for the Trust

granting the Grant Funds, NHA agrees to the terms and conditions set forth in Paragraph 2 of the original MOU which includes the delivery of an affordable housing restriction on the Property in perpetuity, and to continue to diligently perform as required pursuant to the MOU.

2. Loan Funds. The Trust agrees to make a loan to NHA in the amount of \$856,000.00 for certain redesigns of the Project which have been approved by the Nantucket Planning Board and the Historic District Commission and a loan in the amount of \$100,000 for the infrastructure construction costs associated with solar installation. The loans totaling \$956,000.00 (the “Additional Loan Funds”) will not amortize during the fifty (50)-year term of the Original Loan Funds and will then amortize the interest at the rate of one-half percent(0.5%) per annum over an additional seven (7) year term. NHA shall execute a Modification of the original Promissory Note dated February 12, 2021 for the Additional Loan Funds. NHA agrees that as security for the Additional Loan Funds NHA shall grant to the Trust a Modification of the Mortgage, Security Agreement and Assignment of Leases and Rents on the Property dated February 12, 2021. The Trust may forgive the Additional Loan Funds provided the Trust, in its sole discretion, is satisfied that NHA complies with certain performance criteria including but not limited to the following: completion of construction of Project and obtaining certificates of occupancy for Project in a timely manner, NHA’s compliance with the Department of Housing and Community Development requirements for affordable housing project and management of Project as an affordable housing project, maintenance of Project in good condition and repairs made in a timely manner, and not in default of any terms of the Promissory Note, Mortgage and Security Agreement and Grant and Loan Agreement.
3. MOU in Effect- Any and all terms and conditions which are inconsistent with the terms and conditions in the MOU are expressly intended to supersede said terms. All other terms and conditions of the MOU shall remain in full force and effect as originally stated.
4. Defined Terms- Capitalized terms used in this Amendment to Memorandum of Understanding which are not defined herein shall have the meaning assigned to them in the MOU.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals as of the day above referenced.

TOWN OF NANTUCKET
AFFORDABLE HOUSING TRUST
FUND
By its Board of Trustees

NHA PROPERTIES, INC.

Brian Sullivan, Chair

Peter T. Kaizer, President

Reema Sherry, Vice Chair

Paul Wolf, Jr., Treasurer

844238v2NANT19710/0009

MODIFICATION OF MORTGAGE

This Modification of Mortgage (the "Modification") made the ____ day of ____ January 2023 between NHA Properties, Inc., a Massachusetts nonprofit corporation, whose address is 75 Old South Road, Nantucket, Massachusetts 02554 ("Borrower") and the Town of Nantucket Affordable Housing Trust Fund, a Massachusetts municipal housing trust created pursuant to G.L. c. 44, §55C, under a Declaration of Trust dated February 8, 2010, recorded with the Nantucket County Registry of Deeds in Book 1221, Page 20, as amended by First Amendment to Declaration of Trust dated September 25, 2014, recorded with said Deeds in Book 1452, Page 271, acting by and through its Board of Trustees, having an address of 2 Fairgrounds Road, Nantucket, Massachusetts 02554, its successors and permitted assigns ("Lender"):

WITNESSETH

WHEREAS, the Borrower executed a certain Promissory Note dated February 12, 2021(the "Note") in the principal amount of Six Million Seven Hundred Fifty Thousand and /00 Dollars (\$6,750,000.00) to the Lender on the Maturity Date as defined in the Note; and

WHEREAS, to secure the Note and the Borrower's obligations thereunder, the Borrower executed and delivered to Lender a Mortgage, Security Agreement and Assignment of Leases and Rents in the original principal amount of Six Million Seven Hundred Fifty Thousand and 00/100 Dollars (\$6,750,000.00) dated February 12, 2021 and recorded with Nantucket County Registry of Deeds in Book 1803, Page 1 on certain property located at 31 Fairgrounds Road, Nantucket, Massachusetts 02554 more particularly described in Deed to Borrower recorded with said Deeds in Book 1802, Page 341 (the "Mortgage");

WHEREAS, the Lender and the Borrower wish to increase the principal amount of the Note;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid, the undersigned here agree to modify the terms of the Mortgage as follows:

The principal amount of the indebtedness of the Borrower to the Lender secured by said Mortgage is changed from Six Million Seven Hundred Fifty Thousand and 00/100 Dollars (\$6,750,000.00) to Seven Million Seven Hundred Six Thousand and 00/100 Dollars (\$7,706,000.00).

All other terms, provisions, conditions and agreements contained in and referred to in the Mortgage, except as modified by the terms of this Modification shall be and remain in full force and effect and are hereby ratified and confirmed in all respects. This Modification shall bind all respective successors, and assigns of each of the parties hereto.

In Witness Whereof the said parties have hereunto set their hands and seals the day and year first above written.

BORROWER: NHA PROPERTIES, INC.

Peter T. Kaizer, President

Paul Wolf, Jr., Treasurer

LENDER: TOWN OF NANTUCKET
AFFORDABLE HOUSING TRUST
FUND

By:

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

On this _____ day of January, 2023, before me, the undersigned Notary Public, personally appeared Peter T. Kaizer and Paul Wolf, Jr., President and Treasurer respectively of NHA Properties, Inc., who proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose on behalf of NHA Properties, Inc..

(Official Signature and Seal of Notary)

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

On this _____ day of January, 2023, before me, the undersigned Notary Public, personally appeared _____, who 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 signed it voluntarily for its stated purpose on behalf of the Town of Nantucket Affordable Housing Trust Fund

(Official Signature and Seal of Notary Public)

AMENDMENT TO PROMISSORY NOTE

This Amendment to Promissory Note made this ____ day of January, 2023 between NHA Properties, Inc., having an address at 75 Old South Road, Nantucket, Massachusetts 02584 (the “Borrower”) and the Town of Nantucket Affordable Housing Trust Fund, acting by and through its Board of Trustees, having an address at 2 Fairgrounds Road, Nantucket, Massachusetts 02554, and its successors and assigns (the “Lender”).

WITNESSETH

Whereas, the Borrower executed and delivered to the Lender a certain promissory note dated the 12th day of February, 2021 (the “Note”), whereby, in return for a loan of \$ 6,750,000.00 (the “Original Loan”) the Borrower promised to pay to the order of the Lender the sum of \$6,750,000.00 on the Maturity Date as defined in the Note; and

Whereas, the Lender is now the holder of the Note; and

Whereas, the Borrower requested to increase the amount of the Loan and the Lender agrees to an increase in the amount of the Loan.

Now, therefore, the Lender and the Borrower, for themselves, their heirs, executors, administrators, successors and assigns, hereby mutually agree that the Note shall be amended as follows:

1. The amount of the Original Loan and the principal sum to be paid under the Note shall be increased by a loan amount of \$956,000.00 (the “Additional Loan”) and that the principal sum to be paid under the Note is \$7,706,000.00;
2. The Maturity Date of the Original Loan remains as described in the Note and the Maturity Date for the Additional Loan shall be seven (7) years from the Maturity Date of the Original Loan, being February 11, 2078.
3. The Borrower hereby covenants that it will pay the principal sum of the Original Loan at the times specified in the Note; however, the Additional Loan shall not amortize during the fifty (50)-year term of the Original Loan, and will amortize the interest at the rate of one-half percent (0.5%) per annum over an additional seven (7) year term from the Maturity Date of the Original Loan. The Borrower shall pay quarterly to the Lender a payment of principal and interest amortized to repay the Additional Loan plus accrued and unpaid interest by the Maturity Date of the Additional Loan, on which date the unpaid principal sum together with the accrued interest thereon shall be due and payable.
4. The Borrower hereby covenants that it will pay the principal sum of the Original Loan at the times specified in the Note, and that it will perform and observe all the covenants, agreements, stipulations and conditions on the part of the Borrower in the Note contained in all respects as if the said principal sum had originally been \$7,706,000.00.

Except as amended herein, all terms of the Note shall remain in full force and effect.

In Witness Whereof the said parties have hereunto set their hands and seals the day and year first above written.

BORROWER: NHA PROPERTIES, INC.

Peter T. Kaizer, President

Paul Wolf, Jr., Treasurer

LENDER:
TOWN OF NANTUCKET AFFORDABLE
HOUSING TRUST FUND

844323Nv2ANT19710/0009

**Amendment to the
Grant and Loan Agreement
for
NHA Properties, Inc.**

This Amendment to the Grant and Loan Agreement (“Amendment”) is entered into this _____ day of January 2023 between the Town of Nantucket Affordable Housing Trust Fund, acting by and through its Board of Trustees (the “Trust”) and NHA Properties, Inc. (“NHA”); the Trust and NHA are together referred to as the Parties (the “Parties”).

WITNESSETH

WHEREAS, the Parties executed a Grant and Loan Agreement (“Grant and Loan Agreement”) dated February 12, 2021, in which they agreed to certain terms and conditions concerning the purchase of 31 Fairgrounds Road, Nantucket by NHA and the construction of a twenty-two (22) unit affordable housing project thereon (the “Project”); and a grant in the amount of \$3,600,000.00 from the Trust to NHA for the purchase of the Property, and the loan from the Trust to NHA in the amount of \$6,750,000 (the “Original Loan Funds”) for the construction of the Project thereon, which is subject to a perpetual affordable housing restriction held by the Town of Nantucket, and which loan is secured by a mortgage on the Property;

WHEREAS, NHA completed the purchase of the Property and entered into a Land Development Agreement with Fairgrounds Common LLC (the “Builder”), the builder of the Project;

WHEREAS, NHA and the Builder have obtained the necessary permits and approvals for the construction of the Project and have commenced construction of the Project;

WHEREAS, NHA has requested the Trust provide additional funding for the construction of the Project due to unforeseen increased costs of construction and changes in design of the Project and the Trust has agreed to provide to NHA additional funding in both loans and a grant in the total amount of \$1,766,000.00 upon such terms and conditions described below;

NOW THEREFORE, in consideration of the foregoing and of other consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the following amendments to the Grant and Loan Agreement:

1. Grant Funds. In addition to the Grant Funds already awarded to NHA in the original Grant and Loan, the Trust shall provide to NHA a grant in the amount of \$810,000.00 for the additional construction costs incurred due to the inflationary increases as well as expansion of the scope and enhanced construction techniques for the Project.

2. Loan Funds. The Trust agrees to make a loan to NHA in the amount of \$856,000.00 for certain redesigns of the Project which have been approved by the Nantucket Planning Board and the Historic District Commission and a loan in the amount of \$100,000 for the infrastructure construction costs associated with solar installation. The loans totaling \$956,000.00 (the “Additional Loan Funds”) will not amortize during the fifty (50)-year term of the Original Loan Funds and the interest will then amortize at the rate of one-half percent (0.5%) per annum over an additional seven (7) year term. NHA shall execute a Modification of the original Promissory Note dated February 12, 2021 for the Additional Loan Funds. NHA agrees that as security for the Additional Loan Funds NHA shall grant to the Trust a Modification of the Mortgage, Security Agreement and Assignment of Leases and Rents on the Property dated February 12, 2021. The Trust may forgive the Additional Loan Funds provided the Trust, in its sole discretion, is satisfied that NHA complies with certain performance criteria including but not limited to the following: completion of construction of Project and obtaining certificates of occupancy for Project in a timely manner, NHA’s compliance with the Department of Housing and Community Development requirements for affordable housing project and management of Project as an affordable housing project, maintenance of Project in good condition and repairs made in a timely manner, and not in default of any terms of the Promissory Note, Mortgage and Security Agreement and Grant and Loan Agreement.
3. Grant and Loan Agreement in Effect. Any and all terms and conditions which are inconsistent with the terms and conditions in the Grant and Loan are expressly intended to supersede said terms. All other terms and conditions of the Grant and Loan Agreement shall remain in full force and effect as originally stated.
4. Defined Terms. Capitalized terms used in this Amendment to Grant and Loan Agreement which are not defined herein shall have the meaning assigned to them in the Grant and Loan Agreement.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals as of the day above referenced.

TOWN OF NANTUCKET
AFFORDABLE HOUSING TRUST
FUND
By its Board of Trustees

NHA PROPERTIES, INC.

Brian Sullivan, Chair

Peter T. Kaizer, President

Reema Sherry, Vice Chair

Paul Wolf, Jr., Treasurer

844357v2NANT19710/0009

**Second Amendment to the
Memorandum of Understanding
Between
Town of Nantucket Affordable Housing Trust Fund
And
NHA Properties, Inc.**

This Second Amendment to the Memorandum of Understanding (“Second Amendment”) is entered into this _____ day of January 2023 between the Town of Nantucket Affordable Housing Trust Fund, acting by and through its Board of Trustees (the “Trust”) and NHA Properties, Inc. (“NHA”); the Trust and NHA are together referred to as the Parties (the “Parties”).

RECITALS

WHEREAS, the Parties executed a Memorandum of Understanding (“MOU”) dated February 12, 2021, in which they agreed to certain terms and conditions concerning the purchase of 31 Fairgrounds Road, Nantucket by NHA and the construction of a twenty-two (22) unit affordable housing project thereon (the “Project”); and a grant in the amount of \$3,600,000.00 from the Trust to NHA for the purchase of the Property, and the loan from the Trust to NHA in the amount of \$6,750,000 (the “Original Loan Funds”) for the construction of the Project secured by a Mortgage on the Property;

WHEREAS, the Parties executed an Amendment to the Memorandum of Understanding (the “Amendment”) dated January __, 2023 in which the Trust agreed to provide additional funding to NHA in both loans and a grant in the total amount of \$1,766,000.00;

WHEREAS, NHA has requested the Trust provide additional funding for the construction of the Project due to unforeseen increased costs of construction and the Trust has agreed to provide to NHA additional funding in both a loan and a grant in the total amount of \$1,763,212.00 upon such terms and conditions described below;

NOW THEREFORE, in consideration of the foregoing and of other consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the following amendments to the MOU:

1. Grant Funds. In addition to the Grant Funds already awarded to NHA in the Amendment, the Trust shall provide to NHA a grant in the amount of \$1,000,000.00 for the additional construction costs incurred due to the inflationary increases for the Project. As consideration for the Trust granting the Grant Funds, NHA agrees to the terms and conditions set forth in the Amendment which includes the delivery of an affordable housing restriction on the Property in perpetuity.

2. Loan Funds. The Trust agrees to make a loan to NHA in the amount of \$763,212.00 (the “Second Additional Loan”) for increased costs of goods and services for the construction of the Project. This Second Additional Loan will not amortize during the fifty (50)-year term of the Original Loan Funds and will then amortize the interest at the rate of one-half percent(0.5%) per annum over an additional seven (7) year term as set forth in the Amendment. NHA shall execute a Second Amendment of Promissory Note for the Second Additional Loan. NHA agrees that as security for the Second Additional Loan NHA shall grant to the Trust a Second Modification of the Mortgage, Security Agreement and Assignment of Leases and Rents on the Property dated February 12, 2021. The Trust may forgive the Second Additional Loan provided the Trust, in its sole discretion, is satisfied that NHA complies with certain performance criteria including but not limited to the following: completion of construction of Project and obtaining certificates of occupancy for Project in a timely manner, NHA’s compliance with the Department of Housing and Community Development requirements for affordable housing project and management of Project as an affordable housing project, maintenance of Project in good condition and repairs made in a timely manner, and not in default of any terms of the Promissory Note, Mortgage and Security Agreement and Grant and Loan Agreement.
3. Amended MOU in Effect- Any and all terms and conditions which are inconsistent with the terms and conditions in the Amended MOU are expressly intended to supersede said terms. All other terms and conditions of the Amended MOU shall remain in full force and effect as originally stated.
4. Defined Terms- Capitalized terms used in this Second Amendment to Memorandum of Understanding which are not defined herein shall have the meaning assigned to them in the MOU

IN WITNESS WHEREOF, the parties have hereto set their hands and seals as of the day above referenced.

TOWN OF NANTUCKET
AFFORDABLE HOUSING TRUST
FUND
By its Board of Trustees

NHA PROPERTIES, INC.

Brian Sullivan, Chair

Peter T. Kaizer, President

Reema Sherry, Vice Chair

Paul Wolf, Jr., Treasurer

8443898v3NANT19710/0009

SECOND AMENDMENT TO PROMISSORY NOTE

This Second Amendment to Promissory Note made this ____ day of January, 2023 between NHA Properties, Inc., having an address at 75 Old South Road, Nantucket, Massachusetts 02554 (the "Borrower") and the Town of Nantucket Affordable Housing Trust Fund, acting by and through its Board of Trustees, having an address at 2 Fairgrounds Road, Nantucket, Massachusetts 02554, and its successors and assigns (the "Lender").

WITNESSETH

Whereas, the Borrower executed and delivered to the Lender a certain promissory note dated the 12th day of February, 2021 (the "Note"), whereby, in return for a loan of \$ 6,750,000.00 (the "Original Loan") the Borrower promised to pay to the order of the Lender the sum of \$6,750,000.00 on the Maturity Date as defined in the Note; and

Whereas, pursuant to an Amendment to Promissory Note dated January ____, 2023, the Borrower and the Lender agreed to increase the principal amount of the Note to \$7,706,000.00; and

Whereas, the Lender is now the holder of the Note; and

Whereas, the Borrower requested to further increase the amount of the Loan and the Lender agrees to a further increase in the amount of the Loan.

Now, therefore, the Lender and the Borrower, for themselves, their heirs, executors, administrators, successors and assigns, hereby mutually agree that the Note shall be amended as follows:

1. The amount of the Loan and the principal sum to be paid under the Note shall be increased by a loan amount of \$763,212.00 (the "Second Additional Loan") and that the principal sum to be paid under the Note is \$8,469,212.00
2. The Maturity Date of the Original Loan remains as described in the Note and the Maturity Date for the Additional Loan and the Second Additional Loan shall be seven (7) years from the Maturity Date of the Original Loan, being February 11, 2078.
3. The Borrower hereby covenants that it will pay the principal sum of the Original Loan at the times specified in the Note; however, the Additional Loan and the Second Additional Loan shall not amortize during the fifty (50)-year term of the Original Loan, and will amortize the interest at the rate of one-half percent (0.5%) per annum over an additional seven (7) year term from the Maturity Date of the Original Loan. The Borrower shall pay quarterly to the Lender a payment of principal and interest amortized to repay the Additional Loan and the Second Additional Loan plus accrued and unpaid interest by the Maturity Date of the Additional Loan and Second Additional Loan, on which date the unpaid principal sum together with the accrued interest thereon shall be due and payable.
4. The Borrower hereby covenants that it will pay the principal sum of the Original Loan at the times specified in the Note, and that it will perform and observe all the covenants, agreements, stipulations and conditions on the part of the Borrower in the

Note contained in all respects as if the said principal sum had originally been \$8,469,212.00.

Except as amended herein, all terms of the Note shall remain in full force and effect.

In Witness Whereof the said parties have hereunto set their hands and seals the day and year first above written.

BORROWER: NHA PROPERTIES, INC.

Peter T. Kaizer, President

Paul Wolf, Jr., Treasurer

LENDER:
TOWN OF NANTUCKET AFFORDABLE
HOUSING TRUST FUND

SECOND MODIFICATION OF MORTGAGE

This Second Modification of Mortgage (the “ Second Modification”) made the ____ day of ____January 2023 between NHA Properties, Inc., a Massachusetts nonprofit corporation, whose address is 75 Old South Road, Nantucket, Massachusetts 02554 ("Borrower") and the Town of Nantucket Affordable Housing Trust Fund, a Massachusetts municipal housing trust created pursuant to G.L. c. 44, §55C, under a Declaration of Trust dated February 8, 2010, recorded with the Nantucket County Registry of Deeds in Book 1221, Page 20, as amended by First Amendment to Declaration of Trust dated September 25, 2014, recorded with said Deeds in Book 1452, Page 271, acting by and through its Board of Trustees, having an address of 2 Fairgrounds Road, Nantucket, Massachusetts 02554, its successors and permitted assigns ("Lender");

WITNESSETH

WHEREAS, the Borrower executed a certain Promissory Note dated February 12, 2021(the “Note”) in the principal amount of Six Million Seven Hundred Fifty Thousand and /00 Dollars (\$6,750,000.00) to the Lender on the Maturity Date as defined in the Note; and

WHEREAS, to secure the Note and the Borrower’s obligations thereunder, the Borrower executed and delivered to Lender a Mortgage, Security Agreement and Assignment of Leases and Rents in the original principal amount of Six Million Seven Hundred Fifty Thousand and 00/100 Dollars (\$6,750,000.00) dated February 12, 2021 and recorded with Nantucket County Registry of Deeds in Book 1803, Page 1 on certain property located at 31 Fairgrounds Road, Nantucket, Massachusetts 02554 more particularly described in Deed to Borrower recorded with said Deeds in Book 1802, Page 341 (the “Mortgage”);

WHEREAS, the Lender and the Borrower increased the principal amount of the Note and the Borrower executed a certain Amendment to Promissory Note dated January ____, 2023, increasing the principal amount of the Note to Seven Million Seven Hundred Six Thousand and 00/100 Dollars (\$7,706,000.00);

WHEREAS, to secure the Amendment to Promissory Note and the Borrower’s obligations thereunder, the Borrower executed and delivered a Modification of Mortgage in the principal amount of Seven Million Seven Hundred Six Thousand and 00/100 Dollars (\$7,706,000.00) dated January ____, 2023 recorded herewith in Nantucket County Registry of Deeds in Book ____, Page ____ on certain property located at 31 Fairgrounds Road, Nantucket, Massachusetts 02554 more particularly described in Deed to Borrower recorded with said Deeds in Book 1802, Page 341 (the “Modification of Mortgage”);

WHEREAS, the Lender and the Borrower agreed to further increase the principal amount of the Note and the Borrower executed a certain Second Amendment to Promissory Note dated January ____, 2023 increasing the principal amount of the Note to Eight Million Four Hundred Sixty-Nine Thousand Two Hundred Twelve and 00/100 Dollars (\$8,469,212.00);

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration paid, the undersigned here agree to modify the terms of the Mortgage as follows:

The principal amount of the indebtedness of the Borrower to the Lender secured by said Mortgage is changed from Seven Million Seven Hundred Six Thousand and 00/100 Dollars (\$7,706,000.00) to Eight Million Four Hundred Sixty-Nine Thousand Two Hundred Twelve and 00/100 Dollars (\$8,469,212.00).

All other terms, provisions, conditions and agreements contained in and referred to in the Mortgage, except as modified by the terms of this Second Modification shall be and remain in full force and effect and are hereby ratified and confirmed in all respects. This Second Modification shall bind all respective successors, and assigns of each of the parties hereto.

SIGNATURE PAGE TO FOLLOW

In Witness Whereof the said parties have hereunto set their hands and seals the day and year first above written.

BORROWER: NHA PROPERTIES, INC.

Peter T. Kaizer, President

Paul Wolf, Jr., Treasurer

LENDER: TOWN OF NANTUCKET
AFFORDABLE HOUSING TRUST
FUND

By:

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

On this _____ day of January, 2023, before me, the undersigned Notary Public, personally appeared Peter T. Kaizer and Paul Wolf, Jr., President and Treasurer respectively of NHA Properties, Inc., who proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose on behalf of NHA Properties, Inc..

(Official Signature and Seal of Notary)

COMMONWEALTH OF MASSACHUSETTS

Nantucket, ss

On this _____ day of January, 2023, before me, the undersigned Notary Public, personally appeared _____, who 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 signed it voluntarily for its stated purpose on behalf of the Town of Nantucket Affordable Housing Trust Fund

(Official Signature and Seal of Notary Public)

**Second Amendment to the
Grant and Loan Agreement
for
NHA Properties, Inc.**

This Second Amendment to the Grant and Loan Agreement (“Second Amendment”) is entered into this _____ day of January 2023 between the Town of Nantucket Affordable Housing Trust Fund, acting by and through its Board of Trustees (the “Trust”) and NHA Properties, Inc. (“NHA”); the Trust and NHA are together referred to as the Parties (the “Parties”).

WITNESSETH

WHEREAS, the Parties executed a Grant and Loan Agreement (“Grant and Loan Agreement”) dated February 12, 2021, in which they agreed to certain terms and conditions concerning the purchase of 31 Fairgrounds Road, Nantucket by NHA and the construction of a twenty-two (22) unit affordable housing project thereon (the “Project”); and a grant in the amount of \$3,600,000.00 from the Trust to NHA for the purchase of the Property, and the loan from the Trust to NHA in the amount of \$6,750,000 (the “Original Loan Funds”) for the construction of the Project thereon, which is subject to a perpetual affordable housing restriction held by the Town of Nantucket, and which loan is secured by a mortgage on the Property;

WHEREAS, NHA requested the Trust provide additional funding for the construction of the Project, and the Trust agreed to provide to NHA additional funding in a grant and loans in the total amount of \$1,766,000.00;

WHEREAS, the Parties executed an Amendment to the Grant and Loan Agreement dated January _____, 2023 in which the Trust awarded to NHA a grant in the amount of \$810,000.00 and loans in the amount of \$956,000.00 subject to the terms and conditions set forth therein;

WHEREAS, NHA has made an additional request to the Trust for additional funding for the construction of the Project due to increased costs of goods and service for the construction of the Project and the Trust has agreed to provide to NHA additional funding in both a grant and a loan in the total amount of \$1,763,212.00 upon such terms and conditions described below;

NOW THEREFORE, in consideration of the foregoing and of other consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the following amendments to this Second Amendment to the Grant and Loan Agreement:

1. Grant Funds. In addition to the Grant Funds already awarded to NHA in the original Grant and Loan Agreement and the Amendment to Grant and Loan Agreement, the Trust shall provide to NHA a grant in the amount of \$1,000,000.00 for the additional construction costs incurred.

2. Loan Funds. The Trust agrees to make a loan to NHA in the amount of \$763,212.00 for additional construction costs for goods and services for the Project. The loan totaling \$763,212.00 (the “Second Additional Loan Funds”) will not amortize during the fifty (50)-year term of the Original Loan Funds and the interest will then amortize at the rate of one-half percent (0.5%) per annum over an additional seven (7) year term. NHA shall execute a Second Modification of the Promissory Note for the Second Additional Loan Funds. NHA agrees that as security for the Second Additional Loan Funds NHA shall grant to the Trust a Second Modification of the Mortgage, Security Agreement and Assignment of Leases and Rents on the Property dated February 12, 2021. The Trust may forgive the Second Additional Loan Funds provided the Trust, in its sole discretion, is satisfied that NHA complies with certain performance criteria including but not limited to the following: completion of construction of Project and obtaining certificates of occupancy for Project in a timely manner, NHA’s compliance with the Department of Housing and Community Development requirements for affordable housing project and management of Project as an affordable housing project, maintenance of Project in good condition and repairs made in a timely manner, and not in default of any terms of the Promissory Note, Mortgage and Security Agreement and Grant and Loan Agreement.
3. Amendment to Grant and Loan Agreement in Effect. Any and all terms and conditions which are inconsistent with the terms and conditions in the Amendment to the Grant and Loan Agreement are expressly intended to supersede said terms. All other terms and conditions of the Amendment to the Grant and Loan Agreement shall remain in full force and effect as originally stated.
4. Defined Terms. Capitalized terms used in this Amendment to Grant and Loan Agreement which are not defined herein shall have the meaning assigned to them in the Grant and Loan Agreement.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals as of the day above referenced.

TOWN OF NANTUCKET
AFFORDABLE HOUSING TRUST
FUND
By its Board of Trustees

NHA PROPERTIES, INC.

Brian Sullivan, Chair

Peter T. Kaizer, President

Reema Sherry, Vice Chair

Paul Wolf, Jr., Treasurer

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SELECT BOARD

Executive Session. Minutes of the meeting of January 5, 2023. The meeting took place via Zoom. Select Board Members present were Brooke Mohr, Matt Fee, Dawn Holdgate, Malcolm MacNab and Jason Bridges. Also present were Town Manager C. Elizabeth Gibson, Finance Director Brian Turbitt, Housing Director Tucker Holland, and Town Counsel Vicki Marsh.

2. Exemption 6: To Consider the Purchase, Exchange, Lease or Value of Real Property Regarding 31 Fairgrounds Road, where the Chair has Determined that an Open Session Meeting May have a Detrimental Effect on the Negotiating Position of the Select Board/County Commissioners.

Ms. Holdgate moved to approve the request as presented; seconded by Ms. Mohr. Vote: Chair Bridges – Yes; Mr. Fee – No; Ms. Mohr – Yes; Ms. Holdgate – Yes; Dr. MacNab – No. It was noted that the Board's vote will be reaffirmed in open session on January 11, 2023.