

**BEEKMAN TOWN BOARD
REGULAR MEETING AGENDA
SEPTEMBER 10, 2024**

6:00 PM

- Meeting called to order
- Pledge of Allegiance
- Administrative Announcement--Fire Exits

TOWN BOARD MEETING

- Supervisor Comments
- Public comment on Agenda Items and Resolutions – (3 Minute limit)

RESOLUTIONS

1. Accept August 20, 2024 Minutes-**PULLED**
2. Approve Expense of Highway Monies for 2024
3. Rescheduling Town Board Meetings thru November
4. Approve Budget Revision 2024-8
5. Approve Entertainment and Rentals for Fall Community Day
6. Approve Submission of Justice Court Assistance Program
7. Approve 2024 Fall Clean Up Day RFP
8. Approve Pay Application No.3 for Nuvista Designs General Contractors
9. Payment of Claims

- Other Town Board Business
- General Board Comments
- Public Comments – (3 Minutes limit)
- **Executive Session**

- **Next Regular Town Board Meeting: Tuesday September 24, 2024 at 6:00 PM**

ADJOURN

***AGENDA SUBJECT TO CHANGE**

RESOLUTION NO. 09:10:24-1 (PULLED)
RE: APPROVAL OF PAST TOWN BOARD MINUTES

WHEREAS, Town Clerk Laureen Abbatantuono has provided copies of the minutes of the August 20, 2024 Regular Town Board Meeting to all members of the Beekman Town Board; and

WHEREAS, Town Board members have had the opportunity to review said minutes;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby accepts the minutes of the August 20, 2024 Regular Town Board Meeting.

Introduced:

Seconded:

ROLL CALL VOTE:

Councilman Capollari

Councilman Battaglini

Councilman Lemak

Councilwoman Woehrman

Supervisor Covucci

Dated: September 10, 2024

RESOLUTION NO. 09:10:24-2
RE: AGREEMENT FOR THE EXPENDITURE OF HIGHWAY MONEYS FOR 2024

WHEREAS, the Highway Superintendent has determined that Bard Road is need of a guardrail for safety reasons and has requested an additional \$10,000 be taken from the NYS Chips balance to cover this additional cost and has modified his 284 as follows:

AGREEMENT between the Superintendent of Town Highways of the Town of Beekman, Dutchess County, New York, and the undersigned members of the Town Board.

Pursuant to the provisions of Section 284 of the Highway Law, we agree that moneys levied and collected in the Town for the repair and improvement of highways, and received from the State for State Aid for the repair and improvement of highways, shall be expended as follows:

1. **GENERAL REPAIRS.** The sum of **\$440,000.00** shall be set aside to be expended for primary work and general repairs upon 135.92 lane miles of town highways, including sluices, culverts and bridges having a span of less than five feet and boardwalks or renewals thereof.
2. **PERMANENT IMPROVEMENTS.** The following sums totaling **\$190,632.76** shall be set aside to be expended for the permanent improvement of Town highways as listed below:
 - (a) On the road commencing at Old Route 55 at the intersection of NYS Route 55 and leading up Old Route 55 to a point west of Route 292, a distance of 1.18 miles, there shall be expended not over the sum of \$168,512.76.

Type: Type 6 top
Width of traveled surface: 24'
Thickness: 2" Final Compacted
Subbase: Existing

- (b) On the road commencing at Old Route 55 at the intersection of Bard Road and leading to the end "railroad tracks", a distance of .098 miles, there shall be expended not over the sum of 22,120.00.

Type: Type 6 top
Width of traveled surface: 18'
Thickness: 2" Final Compacted
Subbase: Existing

Executed in duplicate this _____ day of _____ 2024

Supervisor

Councilman

Councilman

Councilman

Councilman

County Superintendent of Highways

Town Superintendent of Highways

Note: This agreement should be signed in duplicate by a majority of the members of the Town Board and by the Town Superintendent. Both copies must be approved by the County Superintendent. One copy must be filed in the Town Clerk's office and one in the County Superintendent's office. *COPIES DO NOT HAVE TO BE FILED IN ALBANY.*

Introduced: COUNCILMAN EZIO BATTAGLINI

Seconded: COUNCILMAN LEMAK

ROLL CALL VOTE:

Councilman Capollari	AYE
Councilman Battaglini	AYE
Councilman Lemak	AYE
Councilwoman Woehrman	AYE
Supervisor Covucci	ABSENT

Dated: September 10, 2024

RESOLUTION NO. 09:10:24-3
RE: RESCHEDULING OF FUTURE TOWN BOARD MEETINGS

WHEREAS, due to Budget Process deadlines, the Town Board deems it necessary to reschedule the Town Board Meetings thru November 2024;

NOW, THEREFORE, BE IT RESOLVED, that the following schedule be observed thru the end of the November.

Tuesday, September 24, 2024 Regular Town Board Meeting (6 PM)
Monday, September 30, 2024 Special Town Board Meeting (5 PM)

Tuesday, October 8, 2024 Regular Town Board Meeting (6 PM)
Tuesday, October 22, 2024 Regular Town Board Meeting (6 PM)

Wednesday, November 6, 2024 Regular Town Board Meeting (6 PM)
Thursday, November 19, 2024 Regular Town Board Meeting (6 PM); and

BE IT FURTHER RESOLVED All meetings will take place at Beekman Town Hall, 4 Main Street at 6 PM the exception being the September 30, 2024 Special Town Board Meeting to be held at 5 PM.

Introduced: COUNCILMAN CAPOLLARI

Seconded: COUNCILWOMAN WOHRMAN

ROLL CALL VOTE:

Councilman Capollari **AYE**
Councilman Battaglini **AYE**
Councilman Lemak **AYE**
Councilwoman Wohrman **AYE**
Supervisor Covucci **ABSENT**

Dated: September 10, 2024

RESOLUTION NO. 09:10:24-4

RE: RESOLUTION APPROVING TOWN OF BEEKMAN BUDGET REVISIONS 2024-08

WHEREAS, the Town of Beekman Accounting Office recommends certain budget revisions based on department requests and/or the Accounting Office review and analysis of expenditures or revenues;

NOW, therefore be it resolved that the following itemized revisions are approved by the Town of Beekman Town Board for 2024 identified as Budget Revision Number 2024-08.

Budget Revisions for August 2024 # 2024-8

<u>Revision #</u>	<u>Account #</u>	<u>Account Title</u>	<u>Increase</u>	<u>Decrease</u>
General Fund				
2024-08-01	A-1110-0402	Court Travel	435	
	A-1110-0404	Court Training -Transfer for Mileage reimbursement		435
2024-08-02	A-1330-0401	Tax Office Supplies	54	
	A-1330-0403	Tax Receiver Dues		4
	A-1330-0450	County Servicing Expense -Transfer for Office Supplies		50
2024-08-03	A-1420-0401	Town General Counsel #2	3,847	
	A-1990-0400	Contingent Account -Transfers for Legal Counsel		3,847
2024-08-04	A-1420-0440	Labor Legal Counsel	500	
	A-1420-0470	Bond Counsel --Transfer for Labor Counsel		500
2024-08-05	A-1670-0410	Central Copier Supplies	200	
	A-1670-0400	Central Printing Expense -Transfer for Copier Supplies		200
2024-08-06	A-7112-0401	Town Center Supplies	1,020	
	A-7112-0400	Town Center Expense -Transfer for Park Supplies		1,020
2024-08-07	A-7113-0401	Doherty Park Supplies	1,000	
	A-7115-0400	Fishkill Creek Expense -Transfer for Park Supplies		1,000

2024-08-08	A-7117-0400	Library Expense	95	
	A-7116-0420	Other Park Utilities		95
		-Transfer for Library Expense		
2024-08-09	A-7140-0401	Playground Supplies	400	
	A-7140-0460	Playground Rentals	100	
	A-7140-0419	Concession Expense		500
		-Transfer for Playground Expense		
2024-08-10	A-7180-0420	Lake Utilities	500	
	A-7180-0411	Lake Chemicals		500
		-Transfer for Utilities		
2024-08-11	A-7270-0400	Concerts Expense	34	
	A-7310-0401	Youth Program Supplies		34
		-Transfer for Concerts Expenses		
2024-08-12	A-7620-0400	Adult rec Programs	280	
	A-7310-0112	Youth Program PT Staff		280
		-Transfer for Adult Programs		
2024-08-13	A-7510-0400	Hero Banner Expense	60	
	A-7510-0401	Historian Supplies		60
	A-0000-2772	Hero Banner Memorial	440	
	A-0000-2770	Misc. Revenues		440
		-Correct Hero Banner Funding		

Highway Fund

2024-08-14	DA-5110-0103	General Repair Overtime	1,124	
	DA-9040-0850	Workers Comp. Admin. Fee		1,124
		-Transfer for Overtime		

Introduced: COUNCILMAN LEMAK

Seconded: COUNCILMAN BATTAGLINI

ROLL CALL VOTE:

Councilman Capollari **AYE**
Councilman Battaglini **AYE**
Councilman Lemak **AYE**
Councilwoman Woehrman **AYE**
Supervisor Covucci **ABSENT**

Dated: September 10, 2024

RESOLUTION NO. 09:10:24-5
RE: APPROVE ENTERTAINMENT AND RENTALS FOR FALL INTO FUN COMMUNITY DAY

WHEREAS, the 2024 Budget included funding for entertainment for the Annual Fall Festival scheduled for October 19, 2024 from 1:00 PM to 4 PM;

NOW, THEREFORE, BE IT RESOLVED, that the following expenditures for the Fall into Fun Community Day Festival are hereby authorized:

Just 4 Fun for the following games with delivery and setup:

Anti-Gravity	\$ 95
Pizza Toss	\$ 75
Snatch It	\$245
Turtle Rescue	\$ 75
Band 'Way Behind The Sun'	\$700
Pumpkins – Dykeman Farms	\$250

Introduced: COUNCILWOMAN WOHRMAN

Seconded: COUNCILMAN LEMAK

ROLL CALL VOTE:

Councilman Capollari	AYE
Councilman Battaglini	AYE
Councilman Lemak	AYE
Councilwoman Wohrman	AYE
Supervisor Covucci	ABSENT

Dated: September 10, 2024

RESOLUTION NO. 09:10:24-6
RE: RESOLUTION APPROVING APPLICATION FOR FUNDING FROM THE JUSTICE
COURT ASSISTANCE PROGRAM

WHEREAS the Beekman Town Court is in need of added Security devices as outlined in the Court Security Audit report; and

WHEREAS, the Beekman Town Court is applying for a Justice Court Assistance Program Grant (see attached); and

WHEREAS, the Town Board of the Town of Beekman supports the efforts of the Beekman Town Court;

NOW, THEREFORE, BE IT RESOLVED, the Board of the Town of Beekman authorizes the Beekman Town Court to apply for a JCAP grant in the 2024-25 grant cycle up to \$30,000.00.

Introduced: COUNCILMAN BATTAGLINI

Seconded: COUNCILWOMAN WOHRMAN

ROLL CALL VOTE:

Councilman Capollari	AYE
Councilman Battaglini	AYE
Councilman Lemak	AYE
Councilwoman Wohrman	AYE
Supervisor Covucci	ABSENT

Dated: September 10, 2024

RESOLUTION NO. 09:10:24 -7
RE: APPROVE 2024 TOWN FALL CLEAN UP DAY RFP

WHEREAS, the Town would like to offer a fall clean-up day for residents of Beekman on October 26, 2024 and

WHEREAS, the Town does not have its own transfer station; and

WHEREAS, the Town Board would like to advertise a Request for Proposals for Fall clean-up for residents;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby authorizes the Town Clerk to advertise a Request for Proposal for Fall Clean-up; and

BE IT FURTHER RESOLVED, that the Request for Proposals will be advertised in the Poughkeepsie Journal, on the Town Clerk's Bulletin Board, and posted on the homepage of the Town of Beekman Website; and

BE IT FURTHER RESOLVED that the date for Fall Clean Up be set for October 26, 2024 from 7:00 a.m. to 2:00 p.m.

Introduced: COUNCILMAN CAPOLLARI

Seconded: COUNCILWOMAN WOHRMAN

ROLL CALL VOTE:

Councilman Capollari	AYE
Councilman Battaglini	AYE
Councilman Lemak	AYE
Councilwoman Wohrman	AYE
Supervisor Covucci	ABSENT

Dated: September 10, 2024

RESOLUTION NO. 09:10:24 -8
RE: APPROVE APPLICATION AND CERTIFICATION FOR PAYMENT (No 3) FOR THE
HIGHWAY GARAGE ROOF PROJECT

WHEREAS, the Town of Beekman is a party to a contract with Nuvista Designs General Contractors LLC, (the “Contractor”) for the project known as “Roof Replacement for Highway Garage Buildings No.1 & No.2”; and

WHEREAS, the Contractor has submitted an Application and Certification for Payment Request (No. 3) FINAL PAYMENT dated September 5, 2024, requesting payment in the amount of \$33,466.30 including retainage for a total of \$33,466.30 (see attached); and

WHEREAS, the contractor has requested full or partial payment of the items on the continuation sheet that is attached to the payment request application, covering the period through July 10, 2024; and

WHEREAS, the Architect has reviewed the request and agrees with the quantity of work completed per the continuation sheet of Application No. 3 and has noted that this includes the retainage and payment for the additional plywood used. The additional work was charged towards the contingency balance, and he recommended the Town Board make payment as requested,

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby authorizes the Supervisor of the Town of Beekman to make payment to with Nuvista Designs General Contractors LLC, as requested in Application and Certification for Payment No. 3 in the amount NOT TO EXCEED \$33,466.30. Subject to receipt of proper lien releases from all sub-contractors and the general contractor to date. The project has an unused balance of \$13,320.00 from the contingency allowance.

Introduced: COUNCILMAN LEMAK

Seconded: COUNCILMAN LEMAK

ROLL CALL VOTE:

Councilman Capollari	AYE
Councilman Battaglini	AYE
Councilman Lemak	AYE
Councilwoman Wohrman	AYE
Supervisor Covucci	ABSENT

Dated: September 10, 2024

**RESOLUTION NO. 09:10:24-9
RE: PAYMENT OF CLAIMS**

WHEREAS, the Bookkeeper has audited and approved claims pursuant to Sect. 119 of Town Law as set forth in the attached abstracts; be it

RESOLVED, that the payment, therefore, is hereby authorized as follows:

Claims to be paid from the A-General Fund	\$ 90,307.33
Claims to be paid from the DA-Highway Fund	\$ 249.90
Claims to be paid from the SS – Dover Ridge Sewer	\$ 5,277.98
Claims to be paid from the SW – Dover Ridge Water	\$ 2,588.51
Claims to be paid from the T-Trust Fund	\$ 4,371.30
Claims to be paid from the H-Capital Fund	<u>\$ 34,132.30</u>
	<u>\$ 136,927.32</u>

08/29/2024 Payroll #18

General Fund	\$ 63,774.45
Highway Fund	<u>\$ 22,660.81</u>
	<u>\$ 86,435.26</u>

Introduced: COUNCILWOMAN WOHRMAN

Seconded: COUNCILMAN LEMAK

ROLL CALL VOTE:

Councilman Capollari	AYE
Councilman Battaglini	AYE
Councilman Lemak	AYE
Councilwoman Wohrman	AYE
Supervisor Covucci	ABSENT

Dated: September 10, 2024

To: Town Clerk

From: _____, Town Justice

Re: Application for funding from the Justice Court Assistance Program

Date: _____

The Town Court is requesting authorization from the Town Board to apply for funding from the Justice Court Assistance Program during the upcoming grant cycle. One required component of that application is a Resolution from the Town Board authorizing the Town Court to apply for this funding.

The Division of Professional and Court Services will not accept the court's application unless the Resolution incorporates one of the following two options EXACTLY as written below:

Option # 1

"The Board of the Town of _____ Name of Town _____ authorizes the _____ Name of Town _____ Town Court to apply for a JCAP grant in the 2024-25 grant cycle up to \$30,000.00."

Option # 2

"The Board of the Town of _____ Name of Town _____ authorizes the _____ Name of Town _____ Town Court to apply for a JCAP grant in the 2024-25 grant cycle up to \$ _____ Amount Requested _____."

While the Resolution may include one or more "WHEREAS" clauses, it is essential that the "Be it RESOLVED" portion of the Town Board's resolution be worded exactly as one of the options indicated above (with the addition of the name of the Town inserted as shown above in both options and with the addition of the amount requested as shown above in the second option).

In addition, the Board Resolution must be certified.

The deadline for our application is Friday, October 11, 2024.

Thank you for your attention to this matter and for your help with the Court's application.

AGREEMENT FOR THE EXPENDITURE OF HIGHWAY MONEYS FOR 2024

AGREEMENT between the Superintendent of Town Highways of the Town of Beekman, Dutchess County, New York, and the undersigned members of the Town Board.

Pursuant to the provisions of Section 284 of the Highway Law, we agree that moneys levied and collected in the Town for the repair and improvement of highways, and received from the State for State Aid for the repair and improvement of highways, shall be expended as follows:

- 1. **GENERAL REPAIRS.** The sum of \$440,000.00 shall be set aside to be expended for primary work and general repairs upon 135.92 lane miles of town highways, including sluices, culverts and bridges having a span of less than five feet and boardwalks or renewals thereof.
- 2. **PERMANENT IMPROVEMENTS.** The following sums totaling \$190,632.76 shall be set aside to be expended for the permanent improvement of Town highways as listed below:

- (a) On the road commencing at Old Route 55 at the intersection of NYS Route 55 and leading up Old Route 55 to a point west of Route 292, a distance of 1.18 miles, there shall be expended not over the sum of \$168,512.76.

Type: Type 6 top
 Width of traveled surface: 24'
 Thickness: 2" Final Compacted
 Subbase: Existing

- (b) On the road commencing at Old Route 55 at the intersection of Bard Road and leading to the end "railroad tracks", a distance of .098 miles, there shall be expended not over the sum of \$22,120.00.

Type: Type 6 top
 Width of traveled surface: 18'
 Thickness: 2" Final Compacted
 Subbase: Existing

Executed in duplicate this _____ day of _____ 2024

Supervisor

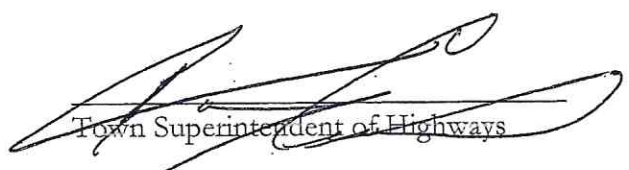
Councilman

Councilman

Councilman

Councilman

County Superintendent of Highways



 Town Superintendent of Highways

Note: This agreement should be signed in duplicate by a majority of the members of the Town Board and by the Town Superintendent. Both copies must be approved by the County Superintendent. One copy must be filed in the Town Clerk's office and one in the County Superintendent's office. COPIES DO NOT HAVE TO BE FILED IN ALBANY.

Application and Certificate for Payment

TO OWNER:	Town of Beckman 4 Main Street Poughquag, NY 12570	PROJECT:	Highway Garage Building Roof Replacement and General Repairs Building #1 & Alternative Building #2	APPLICATION NO:	003	Distribution to:	
FROM CONTRACTOR:	Roberto Bolanos Nuvista Designs General Contractors LLC 589 Greenbush Rd, Blauvelt, NY 10913	VIA ARCHITECT:	Michael R. Berta, AIA Architecture & Planning 7 Robert Road, Poughkeepsie, NY 12603	PERIOD TO:	July 10, 2024	OWNER:	<input checked="" type="checkbox"/>
				CONTRACT FOR:	General Construction	ARCHITECT:	<input checked="" type="checkbox"/>
				CONTRACT DATE:	October 02, 2023	CONTRACTOR:	<input checked="" type="checkbox"/>
				PROJECT NOS:	/ /	FIELD:	<input type="checkbox"/>
						OTHER:	<input type="checkbox"/>

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703, Continuation Sheet, is attached.

- 1. ORIGINAL CONTRACT SUM..... \$482,000.00
- 2. NET CHANGE BY CHANGE ORDERS..... \$0.00
- 3. CONTRACT SUM TO DATE (Line 1 ± 2)..... \$482,000.00
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)..... \$469,212.30
- 5. RETAINAGE:
 - a. 0 % of Completed Work (Column D + E on G703) = \$0.00
 - b. 0 % of Stored Material (Column F on G703) = \$0.00

Total Retainage (Lines 5a + 5b or Total in Column I of G703)..... \$0.00

6. TOTAL EARNED LESS RETAINAGE..... \$469,212.30
(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT..... \$435,746.00
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE..... \$33,466.30

9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) \$12,787.70

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		\$0.00	\$0.00
Total approved this Month		\$0.00	\$0.00
TOTALS		\$0.00	\$0.00
NET CHANGES by Change Order			\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Nuvista Designs General Contractors LLC
 By: [Signature] Date: 07-18-2024
 State of: New York
 County of: Rockland
 Subscribed and sworn to before me this 18 day of July 2024 My Commission Expires 07-27-2027
 Notary Public: [Signature]
 My Commission expires: 7/27/2027
 TONIE ANN D'ANGELO
 No. 01DA6327998
 Qualified in Rockland County

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED:..... \$33,466.30
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: [Signature] Date: July 27, 2024
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



July 18, 2024

Ms. Mary Covucci, Town Supervisor
Town of Beekman
4 Main Street
Poughquag, NY 12570

Re: Roof Replacement for Highway Garage Buildings No. 1 & No. 2.
Payment Request No 3 - Final.

Dear Supervisor Covucci:

I hope all is well.

I have reviewed Nuvista payment application No 003 and I have approved a payment of \$33,466.30, this includes the retainage and payment for the additional plywood used. The project has an unused balance of \$13,320.00 from the contingency allowance.

All items on the punch list have been completed.

I have enclosed the warranty for the roof shingles.

Thank you again for your time and please let us know if you have any questions.

Sincerely Yours.

Michael R. Berta, AIA
Architect

CONTRACTOR/SUBCONTRACTOR
FINAL RELEASE AND LIEN WAIVER

Date:	<u>June 15, 2024</u>	Contract Date:	<u>October 2, 2023</u>
Project:	<u>Highway Garage Roof Replacement</u>	Contract Price:	<u>\$ 482,000.00</u>
Address:	<u>4 Main Street</u>	Net Extras & Deductions:	<u>\$ 0</u>
City:	<u>Poughkeepsie, New York 12570</u>	Adjusted Contract Price:	<u>\$ 482,000.00</u>
County:	<u>Dutchess</u>	Amount Previously Paid:	<u>\$ 435,746.00</u>
State:	<u>New York</u>	Current Payment Due:	<u>\$ 33,466.30</u>
Owner:	<u>Town of Beekman</u>	Balance Due:	<u>\$ 33,466.30</u>
Contractor:	<u>Navista Design General Contractor LLC</u>		

In the consideration of payment made by **TOWN OF BEEKMAN** to Navista Design LLC General Contractor for all work, labor, materials, equipment and services furnished through the period ending December 2023 and pursuant to Payment Application #3 in connection with the project named above.

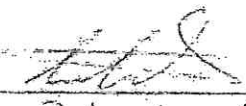
The UNDERSIGNED hereby releases the Contractor/Subcontractor listed above, through the date of this Final Release and Waiver of Lien, from any and all claims and demands of every kind and character, including, but not limited to claims for labor and/or materials and/or equipment and/or additional work and/or delays under the aforesaid contract in any way growing out of or connected with said contract. The undersigned does hereby covenant and agree not to claim or file a mechanic's lien or any other lien against the contract and/or premises for materials furnished or labor performed in connection with such a project to date listed above.

The UNDERSIGNED further warrants that:

- 1) All subcontractors employed by the undersigned upon this project have been fully paid to this date hereof;
- 2) All workmen employed by it or its subcontractors upon this project have been fully paid to this date hereof;
- 3) All materialmen from whom the undersigned or its subcontractors have purchased materials used in this project have been paid for the materials delivered on or prior to this date;
- 4) None of such workmen and/or materialmen have any claims or demand or right of lien; and
- 5) He/She is an authorized officer with full power to execute this Final Release and Waiver of Lien.

IN WITNESS WHEREOF, the contractor or subcontractor named below has executed this Final Release and Lien Waiver this 15th day of July, 2024.

CONTRACTOR/SUBCONTRACTOR:

Signature: 
Print Name: Roberto Bolanos
Title: owner



Nuvista Designs General Contractors LLC

is a Certified™ Roofing Contractor for GAF

Certified™ Contractor status is only offered to less than 5% of roofing contractors in North America. Those who have earned this designation have exhibited an uncompromising commitment to the highest standards in sales, service, and installation, and are authorized to offer the GAF System Plus Ltd. Warranty. These contractors have pledged to ensure that each customer receives the best choice in roofing.

Account #: 1137498

Certification #: CE56593

Valid Through: 8/31/2024

Member Since: 2023

A handwritten signature in black ink that reads 'Bobby Fischer'.

Bobby Fischer

VP, Contractor Programs, GAF

Warranties Offered



Congratulations! Thank you for purchasing asphaltic shingles and/or accessories from GAF, North America's largest roofing manufacturer — your best choice. While many factors can affect how long your shingles and accessories will last, this *GAF Shingle & Accessory Limited Warranty* covers your asphaltic shingles and accessories, including GAF Ridge Cap Shingles, GAF Starter Strip Shingles, GAF Leak Barrier Products, GAF Roof Deck Protection Products, and GAF Cobra® Ventilation Products (the "GAF Products"). In the unlikely event that they contain a manufacturing defect, it provides great coverage that is "non-prorated" during the crucial up-front period of your ownership (the "Smart Choice® Protection Period") with continued coverage for extended periods of time afterwards. Note: This limited warranty does not cover low-slope membranes or Master Flow® Ventilation Products. Please go to gaf.com for a copy of the limited warranties covering these products.

How Long Your Warranty Lasts

GAF Shingles	Manufacturing Defect Coverage		Wind Warranty Coverage		Algae Warranty Coverage	
	Limited Warranty Term	Smart Choice® Protection Period**	Limited Warranty Term	Wind Speed Coverage (mph / km/h)	Limited Warranty Term	Smart Choice® Protection Period**
Timberline® UHDZ™	Lifetime†	10 Years	15 Years	With Special Installation***: 130/209 Without Special Installation***: 110/175	StainGuard Plus PRO™: 30 Years	StainGuard Plus PRO™: 10 Years
All Other GAF Lifetime† Roofing Shingles	Lifetime†	10 Years	15 Years	With Special Installation***: 130/209 Without Special Installation***: 110/175	StainGuard Plus™: 25 Years StainGuard®: 10 Years	StainGuard Plus™: 10 Years StainGuard®: 1 Year
Marquis WeatherMax®	30 Years	5 Years	5 Years	80/130	No coverage	No coverage
Royal Sovereign®	25 Years	5 Years	5 Years	60/96	StainGuard®: 10 Years	StainGuard®: 1 Year
GAF Accessories*	Manufacturing Defect Coverage		Wind Warranty Coverage		Algae Warranty Coverage	
	Limited Warranty Term	Smart Choice® Protection Period**				
If you install less than 3 GAF Accessories* and Lifetime† Shingles	40 Years	5 Years	Coverage only available for "GAF Ridge Cap Shingles" (see below)		Coverage only available for "GAF Ridge Cap Shingles and Starter Strip Shingles" (see below)	
If you do not install Shingles that carry a Lifetime† Limited Warranty	25 Years	5 Years	No coverage for other GAF Accessories*		No coverage for other GAF Accessories*	
GAF Ridge Cap Shingles*	Manufacturing Defect Coverage		Wind Warranty Coverage		Algae Warranty Coverage	
	Limited Warranty Term	Smart Choice® Protection Period**	Limited Warranty Term	Wind Speed Coverage (mph / km/h)	Limited Warranty Term	Smart Choice® Protection Period**
TimberTex®, Ridglass®, and TimberCrest®	See "GAF Accessories**" section above		15 Years	With Special Installation***: 130/209 Without Special Installation***: 110/175	StainGuard Plus™: 25 Years	StainGuard Plus™: 10 Years
Seal-A-Ridge®, Seal-A-Ridge®AS	See "GAF Accessories**" section above		5 Years	90/144	StainGuard Plus™: 25 Years	StainGuard Plus™: 10 Years
Z®Ridge	See "GAF Accessories**" section above		5 Years	With Special Installation***: 90/144 Without Special Installation***: 70/112	StainGuard Plus™: 25 Years	StainGuard Plus™: 10 Years
GAF Starter Strip Shingles	Manufacturing Defect Coverage		Wind Warranty Coverage		Algae Warranty Coverage	
	Limited Warranty Term	Smart Choice® Protection Period**	Limited Warranty Term	Wind Speed Coverage (mph / km/h)	Limited Warranty Term	Smart Choice® Protection Period**
StarterMatch®	See "GAF Accessories**" section above		No coverage	No coverage	StainGuard Plus™: 25 Years	StainGuard Plus™: 10 Years

† Definition of Lifetime: The word "Lifetime" means as long as you, the original owner(s) (or the second owner(s) if coverage was properly transferred during the Smart Choice® Protection Period), own the property where the shingles are installed. The Lifetime warranty is applicable only to shingles installed on a single-family detached residence owned by individuals. For any other type of owner or building, such as a corporation, governmental entity, religious entity, condominium or homeowner association, school, apartment building, office building, or multi-use structure, the length of the warranty is 40 years.
 * GAF Accessories covered under this limited warranty include: GAF Ridge Cap Shingles, GAF Starter Strip Shingles, GAF Leak Barrier Products, GAF Roof Deck Protection Products, and GAF Cobra® Ventilation Products. If you install 3 or more GAF Accessories and shingles that carry a Lifetime† Limited Warranty, you are eligible for enhanced coverage on your qualifying GAF Accessory Products. Please refer to the GAF Roofing System Limited Warranty available on gaf.com for complete coverage and restrictions.
 ** Smart Choice® Protection Period: refers to the crucial period of time following installation of the GAF Products during which the coverage provided for in this limited warranty is non-prorated. After the Smart Choice® Protection Period specified above, the remedy provided for in this warranty may be different than that provided for during the Smart Choice® Protection Period, and any remedy will be reduced to reflect the use you have received from your GAF Products.
 *** Special Installation: Your GAF Layerlock®-Joblock® Shingles will be covered up to the maximum wind speed above ONLY if installed using 4 nails per shingle and you have GAF Starter Strip Products installed at the eaves and rakes. Special Installation for all other GAF Shingles requires use of 6 nails per shingle and GAF Starter Strip Products installed at the eaves and rakes. Your GAF Ridge Cap Shingles will be covered up to the maximum wind speed above ONLY if your ridge cap shingles are installed in strict accordance with the "Maximum Wind Speed Coverage Under Limited Warranty" section of the applicable ridge cap shingle application instructions.

Who Is Covered by This Limited Warranty; Transferability

You are covered by this limited warranty if you live in the United States or Canada and are the original property owner (i.e., not a builder or installer) or the first subsequent owner if this warranty was properly transferred.

This limited warranty may be transferred **only once**. The second owner must notify GAF in writing within **one year** after the property transfer for warranty coverage to be transferred. (Other than this one transfer, this warranty may not be transferred or assigned, directly or indirectly.) If the transfer takes place within the Smart Choice® Protection Period, the second owner is entitled to the same coverage as the original owner. If the transfer takes place afterwards, the length of this warranty shall be reduced to the two-year period after the ownership changes. If there is a defect during this two-year period, GAF's reimbursement to the second owner will be based only on the reasonable cost of replacement shingles or applicable accessories, reduced by the amount of use that has been received from the shingles or applicable accessories from the date of installation through the date of claim.

Manufacturing Defects: What Is Covered/Sole and Exclusive Remedy

GAF Warranty Company, LLC, a subsidiary of GAF, warrants that your GAF Roofing Shingles will remain free from manufacturing defects that adversely affect their performance during the applicable Smart Choice® Protection Period or that cause leaks for the remainder of the applicable warranty term and that your GAF Accessory Products will remain free from manufacturing defects that adversely affect their performance during the applicable warranty term. **Note: Wind Warranty and Algae Warranty are covered separately below.**

†† During the Smart Choice® Protection Period, GAF will reimburse the full reasonable cost of labor to repair or replace any and all defective GAF Products (excluding non-GAF accessories

Wind Warranty: What Is Covered/Sole and Exclusive Remedy

This limited warranty is specifically conditioned on your shingles or ridge cap shingles being fastened and installed strictly in accordance with GAF's application instructions. This limited warranty does not apply to starter strip shingles. GAF warrants to you that your GAF shingles or ridge cap shingles will not fail to seal, blow off, or sustain damage from winds (including gusts) up to the applicable wind speed listed above after they should have sealed but did not due to a manufacturing defect. If your shingles or ridge cap shingles do fail to seal, blow off, or suffer wind damage, GAF will reimburse you for the reasonable costs of replacing the blown-off or damaged shingles or ridge cap shingles and hand-sealing any unsealed shingles or ridge cap shingles. Costs related to underlayment, metal work, and flashings are not included. GAF's maximum liability under this paragraph is to reimburse you for the cost of hand-sealing all of the shingles and ridge cap shingles on your roof.

Note: All self-sealing shingles and ridge cap shingles, including GAF's, must be exposed to warm, sunny conditions for several days before they completely seal. Before sealing occurs, shingles and ridge cap shingles are vulnerable to blow-offs and wind damage. Shingles and ridge cap shingles installed in fall or winter may not seal until the following spring. Shingles or ridge cap shingles that are not exposed to direct sunlight or adequate surface temperatures or that are not fastened or installed properly may never seal. Failures to seal, blow-offs, and wind damage under these circumstances result from the nature of self-sealing shingles and ridge cap shingles, not a manufacturing defect, and are not covered under this limited warranty.

Algae Warranty: What Is Covered/Sole and Exclusive Remedy

This limited warranty applies only to shingles, ridge cap shingles, and starter strip shingles sold in packages bearing the StainGuard Plus PRO™, StainGuard Plus™ or StainGuard® logos. GAF warrants to you that blue-green algae (also known as cyanobacteria) will not cause a pronounced discoloration of your StainGuard Plus PRO™, StainGuard Plus™, or StainGuard®-labeled shingles, ridge cap shingles, or starter strip shingles for the warranty term listed above. If your StainGuard Plus PRO™, StainGuard Plus™, or StainGuard®-labeled shingles, ridge cap shingles, or starter strip shingles exhibit a pronounced discoloration caused by blue-green algae during the Smart Choice® Protection Period listed above, GAF's contribution will be either the reasonable cost of commercially cleaning your shingles, ridge cap shingles, or starter strip shingles or, at GAF's sole option, replacing discolored shingles, ridge cap shingles, or starter strip shingles. The maximum cost to GAF shall be the lesser of the original cost of the affected shingles, ridge cap shingles, or starter strip shingles or the cost to clean the affected shingles, ridge cap shingles, or starter strip shingles. During the remainder of the limited warranty period, GAF's contribution to you will be reduced to reflect the amount of use you have received from your shingles, ridge cap shingles, or starter strip shingles since they were installed. The amount of use will be calculated by dividing the number of months which have elapsed since installation to the date of claim by the number of months in the Algae Warranty term.

Note: Preventing pronounced algae-related discoloration of your shingles, ridge cap shingles, and starter strip shingles is achieved through formulations or through unique blends of granules.

What Is Not Covered

Even if your GAF Products were not properly installed according to GAF's application instructions or to standard good roofing practices, this limited warranty remains in effect. However, GAF will NOT be liable for and this warranty does NOT apply to:

- (1) Damage resulting from anything other than an inherent manufacturing defect in the GAF Products, such as:
 - (a) improper fastening of your shingles or accessories or application not in strict accordance with GAF's printed application instructions, if the improper installation was the cause of the damage.
 - (b) settlement, movement, structural damage, or defects in the building, walls, foundation, or the roof base over which the GAF Products were applied.
 - (c) inadequate ventilation.
- (2) Damage resulting from causes beyond normal wear and tear, such as:
 - (a) acts of nature, such as hail, fire, or winds (including gusts) over the applicable wind speed listed above.
 - (b) impact of traffic on the roof or foreign objects, including damage caused by objects blown onto the roof by wind.
 - (c) improper storage or handling of the GAF Products.
- (3) Ice damming, except for leaks in the area of your roof deck covered by a GAF Leak Barrier which are caused by a manufacturing defect in your GAF Leak Barrier.
- (4) Shading or variations in the color of your GAF Products or discoloration or contamination caused by fungus, mold, lichen, algae (except for blue-green algae if your shingles, ridge cap shingles, or starter strip shingles were labeled with the StainGuard Plus PRO™, StainGuard Plus™, or StainGuard® logos), or other contaminants, including that caused by organic materials on the roof.
- (5) Labor costs, except as specifically provided for above, disposal costs, tear-off costs, and costs related to underlayments (unless your claim involves a manufacturing defect in a GAF Underlayment), metal work, and flashings.
- (6) Damage to the interior or exterior of the building, including, but not limited to, mold growth.

Other Limitations Concerning Coverage

Decisions as to the extent of repair, re-cover, or cleaning required, and the reasonable cost of such work, will be made solely by GAF. GAF reserves the right to arrange directly for your GAF Products to be repaired, re-covered, or cleaned instead of reimbursing you for such work. The remedy under this warranty is available only for that portion of your GAF Products actually exhibiting manufacturing defects or algae discoloration at the time your claim is settled. Any replacement GAF Products will be warranted only for the remainder of the original warranty period. GAF reserves the right to discontinue or modify its shingles or accessories, including the colors available, so any replacement GAF Products may not be an exact match for the GAF Products on your roof. Even if GAF does not modify a color, replacement GAF Products may not match your original GAF Products due to normal weathering, manufacturing variations, or other factors. In the event that GAF is unable to provide replacement products, GAF reserves the right to provide the cash value of those replacement products.

Claims: What You Must Do

You must notify GAF about any claim within 30 days after you notice a problem. You may report a claim online at gaf.com/contact, by calling GAF at 1-800-458-1860, sending an email to warrantyclaims@gaf.com, or by sending a notice in writing to: GAF, Warranty Claims Department, 1 Campus Drive, Parsippany, NJ 07054, USA. You will then be provided with complete details about submitting your claim. You will be required to provide proof of the date your shingles or accessories were installed and that you were the owner of the property at that time (or that the warranty was properly transferred to you). You may be required to send to GAF, at your expense, photographs and sample products for testing. Within a reasonable time after proper notification, GAF will evaluate your claim and resolve it in accordance with the terms of this limited warranty. If you repair or replace your GAF Products before you notify GAF about your claim or before GAF has completed its evaluation of your claim, your claim may be denied. If you need to repair or replace your GAF Products before your claim is resolved, you MUST provide GAF with reasonable notice. **NOTE: Notice to your contractor, dealer, or home builder is NOT notice to GAF.** You should retain this document for your records in the unlikely event that you need to file a claim.

Sole and Exclusive Warranty

THIS LIMITED WARRANTY IS EXCLUSIVE AND REPLACES ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS AND GUARANTEES, WHETHER EXPRESS OR IMPLIED, WHETHER BY STATUTE, AT LAW OR IN EQUITY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This limited warranty is your exclusive warranty from GAF and represents the SOLE REMEDY available to any owner of GAF Shingles or Accessories. GAF makes NO OTHER REPRESENTATIONS, CONDITIONS, GUARANTEES, OR WARRANTIES of any kind other than that stated herein. GAF WILL NOT BE LIABLE IN ANY EVENT FOR CONSEQUENTIAL, PUNITIVE, SPECIAL, INCIDENTAL, OR OTHER SIMILAR DAMAGES OF ANY KIND, INCLUDING DAMAGE TO THE INTERIOR OR EXTERIOR OF ANY BUILDING, whether any claim against it is based upon breach of this warranty, negligence, strict liability in tort, or for any other cause. This limited warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction. Some jurisdictions do not allow limitations on or the exclusion of incidental or consequential damages, so the above limitations or exclusions may not apply to you. New Jersey state residents are encouraged to review their rights under the agreement, as provided under the New Jersey Truth-In-Consumer Contract Warranty and Notice Act ("TCWNA").

The United Nations Convention on the International Sale of Goods shall NOT apply either to the sale of the GAF Products or to this limited warranty.

Modification Of Warranty

This limited warranty may not be changed or modified except in writing, signed by an officer of GAF. No one (other than an officer of GAF) has the authority to assume any additional or other liability or responsibility for GAF in connection with your GAF Products except as described in this limited warranty. (Note: Warranty subject to change. The warranty in effect at the time your GAF Products are installed is the version of the warranty that will govern your claim. For current information, visit gaf.com or write to GAF at 1 Campus Drive, Parsippany, NJ 07054, USA, Attn: Warranty Claims Department.)

Effective Date

This limited warranty is effective for GAF Products installed after January 1, 2023.