

July 10, 2023  
Town of Albion Regular Meeting

Agenda

1. Call Meeting to Order
2. Pledge of Allegiance
3. Exit Message
4. FYI: Remind residents to sign attendance sheet
5. Roll Call
6. Public Comment
7. Motion to approve agenda
8. Motion to approve the minutes of the June 12<sup>th</sup> meeting
9. Resolution to approve the vouchers
10. Discussion of COP Security Agreement
11. Discussion of the purchase of 2025 ten-wheeler
12. Executive Session

Items added at the meeting:

District Court – Joseph Fuller

Fire District – Dick Remley

Town hall roof replacement progress report – Dan Strong/Chris Kinter

Property Maintenance- Dan strong/Chris Kinter

Phipps Rd Culvert – Michael Neidert

NYSERDA – Terry Wilbert

Barre Water Contract Extension – Jim Bell

10-Jul-23

**Albion Town Board Regular Meeting**

**Please sign in:**

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July 10, 2023

Albion Town Board regular meeting held in the Town hall, 3665 Clarendon Rd.

Meeting called to order at 5:00 pm.

Pledge of Allegiance was said and the exit message was given.

Present were Councilperson Darlene Benton, Councilperson Sandra Bensley, Supervisor Richard Remley, Councilperson Terry Wilbert and Councilperson Arnold Allen.

Supervisor Richard Remley: I need a motion to approve the agenda.

Motion was made by Councilperson Darlene Benton and was seconded by Councilperson Terry Wilbert approving the agenda with the additions listed on the agenda and no executive session. Motion carried by the following vote:

Councilperson Darlene Benton, aye  
Supervisor Richard Remley, aye  
Councilperson Arnold Allen, aye

**Councilperson Sandra Bensley, aye**  
**Councilperson Terry Wilbert, aye**

Supervisor Richard Remley: I need a motion to approve the minutes.

**Motion was made by Councilperson Arnold Allen and was seconded by Councilperson Darlene Benton approving the minutes of the June 12<sup>th</sup> meeting as published and submitted. Motion carried by the following vote:**

**Councilperson Darlene Benton, aye**  
**Supervisor Richard Remley, aye**  
**Councilperson Arnold Allen, aye**

Councilperson Sandra Bensley, aye  
Councilperson Terry Wilbert, aye

Supervisor Richard Remley: I need a resolution for the vouchers.

## Resolution #56

## Payment of Claims

**Whereas, the following are against the Town:**

General, Highway, Water & Sewer	248 - 286	\$ 213,722.90
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Motion was made by Councilperson Arnold Allen and was seconded by Councilperson Darlene Benton authorizing the payment of the above listed claims. Resolution duly adopted by the following vote:

Councilperson Darlene Benton, aye  
Supervisor Richard Remley, aye  
Councilperson Arnold Allen, aye

Councilperson Sandra Bensley, aye  
Councilperson Terry Wilbert, aye

Supervisor Richard Remley: I need a resolution authorize the purchase order of a 10-wheeler.

### Resolution #57

**2025 Western Star 10-wheeler w/dump body and snow plow**

Motion was made by Councilperson Arnold Allen and was seconded by Councilperson Terry Wilbert authorizing Highway superintendent Michael Neidert to submit a purchase offer on a 2025 Western Star 10-wheel chassis with dump body and snow plow in the amount of \$298,194.00. Said proposal for the truck is hereby filed with and made a part of these minutes. Resolution duly adopted by the following vote:

Councilperson Darlene Benton, aye  
Supervisor Richard Remley, aye  
Councilperson Arnold Allen, aye

Councilperson Sandra Bensley, aye  
Councilperson Terry Wilbert, aye

Supervisor Richard Remley: I need a motion to receive lawn mowing bids

Motion was made by Councilperson Sandra Bensley and was seconded by Councilperson Darlene Benton authorizing the Code Enforcement Office to bid out for lawn mowing bids for property maintenance issues.

Motion carried by the following vote:

Councilperson Darlene Benton, aye

Supervisor Richard Remley, aye

Councilperson Arnold Allen, aye

Councilperson Sandra Bensley, aye

Councilperson Terry Wilbert, aye

Supervisor Richard Remley: I need a motion to extend the Barre water contract sixty days.

Motion was made by Councilperson Sandra Bensley and was seconded by Councilperson Darlene Benton authorizing the extension of the Barre water contract sixty days. Motion carried by the following vote:

Councilperson Darlene Benton, aye

Supervisor Richard Remley, aye

Councilperson Arnold Allen, aye

Councilperson Sandra Bensley, aye

Councilperson Terry Wilbert, aye

Supervisor Richard Remley: I need a motion to close.

Motion was made by Councilperson Darlene Benton and was seconded by Councilperson Arnold Allen authorizing the close of the meeting at 6:21 pm. Motion carried by the following vote:

Councilperson Darlene Benton, aye

Supervisor Richard Remley, aye

Councilperson Arnold Allen, aye

Councilperson Sandra Bensley, aye

Councilperson Terry Wilbert, aye

Account#	Account Description	Fee Description	Qty	Local Share
A1255	Conservation	Conservation	4	4.98
	Marr. Lic.	Marriage Licensing Fee	10	175.00
	Misc. Fees	Cert. Copies - Death	20	200.00
		Cert. Copies - Marriage	8	80.00
	Town Clerk Fee	One Day Officiant	1	25.00
	Sub-Total:			\$484.98
A2544	Dog Licensing	Female, Spayed	21	189.00
		Female, Unspayed	2	34.00
		Male, Neutered	20	180.00
		Male, Unneutered	4	68.00
	Sub-Total:			\$471.00
B1560	Building Permits	Building Permits	3	795.00
		Sub-Total:		

<b>Total Local Shares Remitted:</b>	<b>\$1,750.98</b>
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Amount paid to: NYS Ag. & Markets for spay/neuter program	59.00
Amount paid to: NYS Environmental Conservation	85.02
Amount paid to: State Health Dept. For Marriage Licenses	225.00

<b>Total State, County &amp; Local Revenues:</b>	<b>\$2,120.00</b>
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<b>Total Non-Local Revenues:</b>	<b>\$369.02</b>
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To the Supervisor:

Pursuant to Section 27, Sub 1, of the Town Law, I hereby certify that the foregoing is a full and true statement of all fees and monies received by me, Sarah M. Basinait, Town Clerk, Town of Albion during the period stated above, in connection with my office, excepting only such fees and monies, the application of which are otherwise provided for by law.

Supervisor

Date

Town Clerk

Date

## Monthly Report June 2023

Pit reads, flushing

Flush hydrants

Install battery disconnects 254, 251

Install drinking fountain

Cut trees in Long Bridge Cemetery (OCH)

T&L pave Gaines Basin South (T/Barre)

2trks T/Clarendon chip seal

Chip seal Wood Road

Mini Boom Mower to VOA

Mini Boom Mower town wide cutting

253 fuel pump and water pump replaced (Bidelman)

Rust-Kote 250, 251, 252, 255

Communications: Highway School, NY Rural Water, NYMIR (Battery Disconnect), Flow test WalMart, Bullard Park upgrades, Water Advisory, Rob Grade D, D. Benton (10 wheeler)

3665 Clarendon Road Albion, NY 14411 • 585-589-7048 x16 • [highway@townofalbion.com](mailto:highway@townofalbion.com)

TOWN OF ALBION HIGHWAY AND WATER

**TOWN OF ALBION**  
**Code Enforcement Office**  
3665 Clarendon Road  
Albion, New York 14411  
Tel: 585-589-7048 ext. 4  
Code Enforcement Report for JUNE 2023

Permits Issued (4)            Total value of construction reported \$273,500.00

Inquires from realtors and town appraiser

Attend Town board meeting

Construction progress inspections (3) Bidlemans new addition ( footer and walls )

Certificates of compliance issued (2)

Fire safety inspections completed

Complaints received 1

Complaints paid site visit 1

Complaints resolved

roof company and MRB group (several Emails ) and onsite

TY lin proposal for Maison of Albion ( Still dealing with Print and change issues)

Went over blueprint with builder and home owner

Solar inspection ( LONG BRIDGE RD) (3)

Gcasa Building start grading and clearing

SOLTEC is finalizing solar plans for Gaines basin rd



1200A SCOTTSVILLE ROAD  
SUITE 390D  
ROCHESTER, NY 14624  
585-750-5608 OFFICE  
585-328-8410 FAX  
WWW.COPSECURITYCORP.COM

### **INDEPENDENT CONTRACTOR/CONSULTANT AGREEMENT**

C.O.P. Security, Inc. is licensed by the NYS Dept. of State

This will serve as an agreement between C.O.P. Security, Inc., hereafter referred to as "company" and Town of Albion Courts located at 3665 Clarendon Road, Albion, New York 14411, hereafter referred to as "customer". The terms of this agreement are as follows:

1. Customer contracts with company to provide armed security services beginning in January 1, 2024 and continuing through December 31, 2024. Either party may terminate this contract for any reason and at any time by providing 30 days' notice to the other party. Each shift designated by client will be for a minimum of four (4) consecutive hours. Holiday Rates Apply, and are as follows:

New Years Day	0000-2400 hours	Thanksgiving	0000-2400
Memorial Day	0000-2400	Christmas Eve	1800-2400
July 4 <sup>th</sup>	0000-2400	Christmas Day	0000-2400
Labor Day	0000-2400	New Years Eve	1800-2400

2. Company agrees to charge a rate of \$55.00 per person/per hour for each hour of service provided plus travel mileage at a rate of \$.50 per mile.
3. Company will invoice customer monthly for services rendered. Customer agrees to pay each invoice within 30 days.
4. Both parties agree and understand that employees of Company are not employees of



customer and have no status as such nor are entitled to any benefit of an employee.

5. Company agrees to provide all necessary equipment for security personnel to perform their duties properly, which may include but not be limited to uniform, flashlight, radio, cell phone, except for metal detection equipment which will be supplied by the customer.
6. Company agrees to carry all necessary insurance as mandated by law. Company is solely responsible for its employee's payroll taxes and statutory benefits.
7. **LIMITS OF LIABILITY:** It is understood by the customer that there is no warranty or guarantee that an incident will not occur just because security is present. It is further understood by the Customer that the security services provided hereunder do not constitute maximum security, but provide a degree of security resulting from the reasonable efforts of security personnel to carry out mutually agreed upon security procedures during the hours mutually agreed upon. The company is not an insurer and the amounts payable to the Company under this Agreement are based solely upon the value of services rendered and are unrelated to the value of Customer's property or the lives or property of others. Any offset by Customer from the amounts payable to the Company without the Company's prior agreement are prohibited.
8. The Company's liability under this Agreement shall be limited to the following insurance coverage evidence of which will be furnished to the Customer upon written request:
  - a. Worker's Compensation Insurance as required by applicable law covering all security personnel in the furnishing of services under this Agreement including Employer's Liability Coverage in the amount of the statutory limit or more.
  - b. Comprehensive General Liability Insurance covering Company's liability to third parties for personal injury and property damage with a minimum per occurrence limit of \$1,000,000.
9. **INDEMNIFICATION:** The Company agrees to indemnify and hold harmless the Customer, its directors, officers, and agents and employees from and against all liabilities, demands, claims, damages, suits, or judgements, including attorney's fees and other costs and expenses incident thereto because of harm (including but not limited to harm arising from false arrest, searches, libel, and slander, injury or death to persons, or loss, damage or destruction to property, including the property of Customer, Company, and third persons, resulting from the negligence of Company or its directors, officers, agents, or employees, which such persons is acting within the scope of his employment.
10. Customer agrees to indemnify and hold harmless Company and its directors, offices, agents, and employees from and against all liabilities, demands, claims, damages, suits, or judgements, including attorney's fees and other costs and expenses incident thereto because of harm (including but not limited to harm arising from false arrest, searches, libel, and slander, injury or death to persons, or loss, damage or destruction to property,

including the property of Customer, Company, and third persons, resulting from the negligence of Customer or its directors, officers, agents, or employees, which such persons is acting within the scope of his employment.

11. Any agreement by both parties after the signing of this agreement, whether oral or written shall be considered separate and shall not affect the provisions of this agreement.

In consideration for the extension of credit, said business promises to pay for all services within the terms agreed (30 days) and agrees to pay a service charge per month of 2% per month (24% annual percentage rate) on all past due balances. **In the event any third parties are employed to collect any outstanding monies owed by said business the undersigned agrees to pay reasonable collection costs, including attorney fees, whether or not litigation has commenced, and all costs of litigation incurred.** The undersigned represents that he/she has the authority to execute this credit agreement on behalf of the business identified.

The terms of this agreement are made in good faith and written in plain language and should be interpreted as such. This agreement shall be governed by the laws of the State of New York. Any action concerning this agreement must be brought in a New York State court and the venue shall be Monroe County, New York.

Date \_\_\_\_\_

\_\_\_\_\_  
REPRESENTATIVE

Date \_\_\_\_\_

\_\_\_\_\_  
Jack Barton, President  
C.O.P. Security, Inc.

Fed. ID # 16-1551289

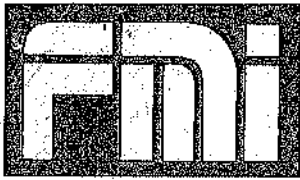
# Town of Albion

## Abstract of Audited Vouchers

<u>Claimant</u>	<u>Invoice Date</u>	<u>Invoice</u>	<u>Voucher #</u>	<u>Description</u>	<u>Distribution Acct</u>	<u>A/P Owed</u>	<u>Chk #</u>	<u>Chk Date</u>
C.O.P. Security, Inc.	2/07/2022	9175		Court security - January 2022	AA.1110.400.000	952.00	0003907	2/15/2022
		Total Invoice 9175				952.00		
	3/07/2022	9197		Court security - February 2022	AA.1110.400.000	952.00	0003949	3/15/2022
		Total Invoice 9197				952.00		
	4/05/2022	9223		Court security - March 2022	AA.1110.400.000	1,360.00	0003983	4/12/2022
		Total Invoice 9223				1,360.00		
	4/02/2022	9243		Court security - April 2022	AA.1110.400.000	1,088.00	0004013	5/10/2022
		Total Invoice 9243				1,088.00		
	6/01/2022	9269		Court security - May 2022	AA.1110.400.000	272.00	0004045	6/14/2022
		Total Invoice 9269				272.00		
	7/11/2022	9292		Court Security - June	AA.1110.400.000	816.00	0004102	8/09/2022
		Total Invoice 9292				816.00		
	8/01/2022	9334		Court security - July	AA.1110.400.000	680.00	0004102	8/09/2022
		Total Invoice 9334				680.00		
	8/02/2022	93346		Court security - July 2022	AA.1110.400.000	272.00	0004136	9/13/2022
		Total Invoice 93346				272.00		
	9/01/2022	9365		Court security - August 2022	AA.1110.400.000	680.00	0004136	9/13/2022
		Total Invoice 9365				680.00		
	9/01/2022	9372		Court security - addition August 2022	AA.1110.400.000	136.00	0004136	9/13/2022
		Total Invoice 9372				136.00		
	10/05/2022	9384		Court security - September	AA.1110.400.000	816.00	0004186	10/25/2022
		Total Invoice 9384				816.00		
	10/31/2022	9408		Court security - October 2022	AA.1110.400.000	816.00	0004212	11/15/2022
		Total Invoice 9408				816.00		
	11/30/2022	9431		Court security - November 2022	AA.1110.400.000	1,632.00	0004243	12/14/2022
		Total Invoice 9431				1,632.00		
	1/09/2023	9468		Court security - December 2022	AA.1110.400.000	816.00	0004327	2/27/2023
		Total Invoice 9468				816.00		
Total C.O.P. Security, Inc.						11,288.00		

**Total Bills**

**11,288.00**



May 19, 2023

Town of Albion  
3655 Clarendon Rd  
Albion, NY 14411

Dear Mike Neidert

I would like to thank you for allowing our dealership the privilege of helping you with your equipment needs. The following is current pricing for 2024 model year Western Star chassis as specified under the Cattaraugus County award resolution dated 12/27/2019 for qualifying agencies or political subdivisions as set forth under New York State Municipal law section (103) "piggybacking."

**Western Star Truck Cab & Chassis: REV 2 Spec dated 5/18/23**

Western Star 47X Chassis as Specified and dated 05/18/23  
Right Front spring boost for wing plow application

\$149,459.00

Included

**OPTIONAL EXTENDED WARRANTIES**

Allison extended warranty 5years/unlimited miles

\$973.00

Extended TC4 truck warranty 7 years/ 100,000 miles

\$3,905.00

Extended EW4 engine warranty 7 years/ 150,000 miles

\$5,610.00

**Total Unit Price as Specified**

**\$159,947.00**

Fleet Maintenance, Inc. will hold pricing through orders received by 6/31/2023 for a requested 2024 model year build, this will not include any new raw material surcharges, government mandated requirements or model year increases. Payment due within 15 days upon delivery and acceptance of chassis to body company, a 1 1/2% interest fee will be applied to all late payments. NYS DMV title work will be released upon payment in full. Extended terms maybe available upon request.

Please indicate your acceptance of this quotation for the order of ONE cab and chassis as specified.

Customer: \_\_\_\_\_ Date: \_\_\_\_\_

Sincerely,  
Doug Hughes  
Doug Hughes

~~\$298,194.00~~

\$308,682.00 with warranty



**Fleet Maintenance, Inc**  
67 Ransier Drive West Seneca, NY 14224  
716-675-9220 toll free 1-800-347-4231 716-675-5710 fax



Valley Fab and Equipment, Inc.

9776 Trevett Road  
PO BOX 380  
BOSTON, NY 14025

Date	Quote #
6/14/2023	BE28503

Name / Address
TOWN OF ALBION HWY 3665 CLARENDON ROAD ALBION, NY 14411

Customer Contact	Customer Phone	Customer Fax
MIKE NEIDERT	585-589-7048	

Item	Description	Qty	Cost	Total
EQUIPMENT	<p>VALLEY FAB EQUIPMENT WOULD LIKE TO OFFER THE FOLLOWING PLOW EQUIPMENT PACKAGE FOR TOWN OF ALBION.</p> <p>14FT BRANDON STEEL DUMP BODY PAINTED TOWN'S COLOR 54" SIDES 60" GATE CAB SHIELD DOUBLE ACTING HOIST THREE COAL DOORS, SPREADER PLATE DUAL ARM TARP SYSTEM STOP/TURN TAIL, AMBER/GREEN FLASHERS, AND BACK UP REAR SIDE AMBER FLASHERS BODY MNT FENDERS DUMP BODY VIBRATOR</p> <p>PT HITCH W/JACKS ONE-WAY PLOW OWSK9H-HD SS,PLOW MARKER, SNOW DEFLECTOR RH WING W-144 SS R.H HYDRAULIC WING SYSTEM ACP48/ACP48/NT/68</p> <p>DESCRIPTION-13-FT TARCO BIG SCOTTIE (AUGER) STAINLESS STEEL V-HOPPER SPREADER WITH 12" EXTENSIONS LED LIGHT BAR TOP SCREENS</p> <p>HYDRAULIC/ACCESSORIES HOTSHIFT PTO/PUMP TRAN MNT, BODY/PLOW ELECTRIC JOYSTICKS, STAINLESS STEEL TANK AND VALVE ENCLOSURE, 5100EX SPREADER CONTROL, STAINLESS STEEL QUICK COUPLERS, LED HEATED PLOW LIGHTS, (CUSTOMER SUPPLIED AUX LIGHTS), FRONT POST HEATED</p>	1	148,735.00	148,735.00

QUOTE ONLY !! PRICE IS VALID FOR 30 DAYS.

**Subtotal**

Phone #	Fax #
(716)941-6644	(716)941-5066

**Sales Tax (8.0%)**

**Total**

I have reviewed and in agreement with  
the pricing associated with this order.  
By signing this quote I hereby authorize  
to proceed with order.

Signature

# **2008 STERLING 10WH DUMP/PLOW/SANDER**

**78334 MILES**

**254 REPAIRS**

12/2018	TURBO PRE-COOLER	\$1421.55
6/2019	BRAKE REPAIRS	\$1334.79
7/2020	A/C LINES REPLACED	\$1645.72
6/2021	ABS VALVES AND AIR RELAY VALVES	\$531.23
7/2021	BRAKE CHAMBERS/ECM	\$1056.03
1/2022	FUEL SENDING HARNESS	\$61.89
2/2022	A/C COMPRESSOR	\$1318.45
10/2022	SANDER BEARINGS	\$305.48
11/2022	KING PINS REPLACED	\$1942.44
3/2023	PLOW FRAME STRENGTHENED	\$3255.86
3/2023	BRAKES/AXLE SEALS/SUSPENSION	\$3954.94
5/2023	STARTER REPLACED/RELAY/SOLENOID	\$422.38

**OVER ½ OF EXPENSES ARE IN THE LAST 2 YEARS**

**TOTAL FROM 2018-PRESENT \$17,250.76**

\*EXISTING HYDRAULIC LEAK OF CYLINDER EST. REPAIR \$3000.00

\*HEAVY CORROSION IN THE FUSE PANEL UNDER HOOD

\*STERLING PARTS ARE HARD TO FIND

Town of Albion - 2023-07-10 - Abstract of Claims										
#	Claimant	AA	BB	DA	DB	Water	Sewer	Amount	Date	CK#
248	MVP Healthcare	9060.8		9060.8	9060.8			\$8,926.28	AutoPay	
249	Univera	9060.8		9060.8	9060.8			\$675.17	AutoPay	
250	MRRB Group	1620.4	8010.4					\$4,392.74	7/11/2023	4505
251	Joan Weet	1110.404						\$360.00	7/11/2023	4518
252	Quill Corporation	1620.4	4020.4					\$251.93	AutoPay	
253	Paradigm	1620.2						\$900.00	7/11/2023	4509
254	Spring Sheet Metal	1620.4						\$24,584.60	PrePay	
255	CSEA	9060.8		9060.8	9060.8			\$221.54	AutoPay	
256	OC Real Property	1355.4						\$13,079.58	7/11/2023	4508
257	Cardmember Services	1010.4				8310.4		\$381.34	AutoPay	
258	NYSEG	1620.4					8130.4	\$200.32	AutoPay	
259	Marchese Computer	1650.4						\$20.00	7/11/2023	4503
260	NYSICA	1410.4						\$85.00	7/11/2023	4506
261	COP Security	1110.4						\$1,224.00	7/11/2023	4498
262	Spring Sheet Metal	1620.4						\$72,922.00	7/11/2023	4512
263	James Bell		1420.4					\$2,083.33	7/11/2023	4495
264	Charter Communications	1620.4						\$212.96	AutoPay	
265	Monroe Extinguishers	1620.4						\$558.40	7/11/2023	4504
266	Albion Agencies	1910.4						\$466.50	7/11/2023	4492
267	EFPR Solutions	1315.4						\$2,100.00	7/11/2023	4500
268	Clearly	1620.4						\$137.27	AutoPay	
269	Save Time Cleaning	1620.4						\$845.00	7/11/2023	4511
270	Daniel Strong		8010.4					\$214.32	7/11/2023	4513
271	Chris Kinter		8010.4					\$31.83	7/11/2023	4502
272	National Grid	1620.4, 5182.4				8320.4	8130.4	\$1,063.49	AutoPay	
273	Albion Ace Hardware	1620.4		5130.4				\$178.44	7/11/2023	4491
274	Fleet Pump						8130.4	\$172.00	7/11/2023	4501
275	Arnolds Auto Parts			5130.4				\$598.87	7/11/2023	4493
276	UDIG-NY			5130.4				\$27.00	7/11/2023	4517
								\$136,913.91		

10

[illegible]