

**AFFIDAVIT**

We, the undersigned, acting as a Board of Auditors of the Town of Wilmington, do hereby certify that the attached is a complete and true abstract of all accounts audited by the Board at its Regular Work Session Meeting held on May 9th, 2023, including the amount claimed and amount allowed thereof, and including bills audited from:

Name of Account	2023	2023		
General Fund	<u>From:</u> G309	To: G338	Amt:	9458.10
Payrolls			Amt:	30053.66
Social Security			Amt:	2163.89
Health Insurance			Amt:	
Other: Retirement			Amt:	
Other:			Amt:	
Other:			Amt:	
Other:			Amt:	
Highway	<u>From:</u> H135	To: H139	Amt.	3714.79
Payrolls			Amt.	19285.49
Social Security			Amt.	1391.60
Health Insurance			Amt.	
Other: Retirement			Amt.	
Other:			Amt.	
Water	<u>From:</u> W79	To: W88	Amt.	9974.13
Payrolls			Amt.	4159.96
Social Security			Amt.	294.32
Health Insurance			Amt.	
Other: Retirement			Amt.	
Other:			Amt.	
GARBAGE DIST.	<u>From:</u> GD16	To: GD17	Amt.	351.50
Payrolls			Amt.	
Social Security			Amt.	
Health Insurance			Amt.	
Other:			Amt.	
Other:			Amt.	
	<u>From:</u>	<u>To:</u>	<u>Amt.</u>	

Dated: May 9, 2023

Roy Holzer Supervisor  
 Michelle Preston Councilman  
 Tina Terry-Preston Councilman  
 Darin Forbes Councilman  
 Councilman

Attest: Dawn Stevens

Town Clerk

# Town of Wilmington Facility Use LEASE AGREEMENT



**I. THE PARTIES.** This Lease Agreement ("Agreement") made this \_\_\_\_\_ is between:

Landlord: Town of Wilmington with a mailing address of PO Box 180 Wilmington NY 12997("Landlord"), and Tenant(s): \_\_\_\_\_ with a mailing address of \_\_\_\_\_ ("Tenant").

**II. PREMISES.** The Landlord agrees to rent the following property to the Tenant in exchange for the Payment Terms in Section IV:

a.) Property Address: \_\_\_\_\_

b.) Facility:  Ball Park  Preston Festival Field  Town Beach  Other:

**III. Date/Hours of Agreement.** This Agreement shall be considered

- Lease Term. The Tenant shall be allowed to occupy the Premises starting on \_\_\_\_\_ at \_\_\_\_\_ am/pm and ending on \_\_\_\_\_ am/pm ("Lease Term"). At the end of the Lease, Tenant shall return the premise to the condition it was in at the start of the Lease.

**IV. PAYMENT TERMS.** During the Lease Term, the Tenant shall be responsible for the following: (check all that apply)

- Security Deposit

\$ \_\_\_\_\_

- Trash removal

\$ \_\_\_\_\_

- Staff Overtime

\$ \_\_\_\_\_

- Donation to local charity organization. \_\_\_\_\_

**V. Liability** Tenant agrees to respect Town Property, and surrounding residents.

**VI. ADDITIONAL TERMS** Tenant hereby agrees to indemnify, defend and forever hold the Town of Wilmington harmless from and against all claims, damages, costs, expenses (including attorney's fees and disbursements), and liabilities resulting from injury or damage to Tenants its agents, employees, and any other person claiming through Tenant under this lease. In addition, Tenant shall provide proof of general liability insurance in the amount of \$1,000,000 naming the Town as an additional insured.

Landlord's Signature: \_\_\_\_\_ Tenant's Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_