



**Kickstart Wayne County  
Grant Disbursement Agreement  
Draft**

This GRANT DISBURSEMENT AGREEMENT (“Agreement”) is made on the terms and by the parties listed below and relates to the Project identified below:

**Grantor**

Wayne Economic Development Corporation (WEDC)  
9 Pearl Street, 2<sup>nd</sup> Floor  
Lyons, NY 14489

**Company / Grantee**

Company Name:  
Company Address:  
Company City, State Zip:

**Grantee Contact**

Name:  
Title:  
Phone:  
E-mail:

Please provide the Company Federal Employer Identification Number (a.k.a FEIN or Taxpayer ID#):

\_\_\_\_\_

GRANT AMOUNT: \$25,000

FUNDING SOURCE: Kickstart Wayne County 2021 Pitch Competition



Wayne Economic Development Corporation / Wayne Industrial Development Agency  
9 Pearl Street, 2<sup>nd</sup> Floor, Lyons, NY 14489

[www.co.wayne.ny.us](http://www.co.wayne.ny.us)  
An equal opportunity employer



## Terms and Conditions

### The Company

The company (“Grantee”) is a for-profit business located in Wayne County (“County”) that has been in business less than three (3) years with annual revenues of less than \$250,000. Grantee agrees to maintain the company’s location in the County for a period of no less than ten (10) years after award. If the Grantee is relocated during that period, the Grantee agrees to reimburse the Wayne Economic Development Corporation (“WEDC”) the full amount of the award.

### Use of Funds

Funds will be used as an investment in the Grantee for eligible business expenses including but not limited to working capital, machinery and equipment, and real property (“Project”).

### Disbursement

As a condition of the disbursement of funds, the Grantee agrees to legally establish a new business including receiving a Federal Employer (Tax) Identification Number (FEIN/EIN) and creating an LLC or other partnership or corporate entity. Funds will be disbursed at completion of this agreement.

### Expenses

The Grantee agrees to provide all documentation including purchase orders, invoices, proof of payment and receipts necessary to demonstrate use of funds for eligible Project expenses as well as employee reporting including NYS-45 or NYS-45 online at [https://www.tax.ny.gov/bus/ads/efile\\_addnys45.htm](https://www.tax.ny.gov/bus/ads/efile_addnys45.htm) suitable to the satisfaction of WEDC staff and the Board of Directors for a period of two (2) years following the award.

### Liability

WEDC shall not in any event whatsoever be liable for any injury or damage, cost or expense of any nature that occurs as a result of, or in any way in connection with the Project, and the Grantee hereby agrees to indemnify and hold harmless WEDC, the County and its respective agents, officers, employees and directors (collectively, the "Indemnitees ") from and against any and all such liability other than that caused by the gross negligence or the willful misconduct of the Indemnitees.

### Responsibility Provisions

Grantee will provide promptly such additional information, reports and documents as the WEDC may request and will allow the WEDC and its representatives to have reasonable access during regular business hours to files, records, accounts or personnel that are associated with this Grant, for the purpose of making such financial reviews, verifications or program evaluations as may be deemed necessary by the WEDC.

The WEDC reserves the right to discontinue, modify, or withhold any payments to be made under this Grant award or to require a total or partial refund of any Grant funds if, in the WEDC’s sole discretion, such action is necessary (1) because Grantee has not fully complied with the terms and conditions of this Grant; (2) to protect the purpose and objectives of the Grant, or (3) to comply with any law or regulation applicable to the Grantee, to the WEDC, or this Grant. Grantee will provide a fully executed and notarized copy of this agreement by an authorized officer of Grantee and then returned to WEDC within two weeks of receipt of this agreement. Grantee may wish to have this agreement reviewed by legal counsel.

**No Waiver**

No waiver of any implied or actual WEDC rights arising under this Agreement, or any other source, can occur unless such waiver shall be in writing and signed by WEDC and such written document manifests a clear and unequivocal intent by WEDC to waive its contractual or other legal rights. The term "waiver" as used herein is a term of art as used in the legal profession. WEDC may not be estopped from asserting any of its legal rights, including but not limited to its rights under this agreement unless WEDC has signed a written document that clearly and unequivocally states that the other party may detrimentally rely upon the terms of such written document. Absent such written document, there shall be no estoppel against WEDC and the other party’s alleged detrimental reliance shall be deemed to be unreasonable. The term "estoppel" is used herein is a term of art as used in the legal profession meaning a principle which precludes a person from asserting something contrary to what is implied.

**Confidentiality of Information**

Information contained in reports made to WEDC or otherwise obtained by WEDC relating to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, provided that such information is clearly marked “Confidential” by the Grantee, will be kept confidential by WEDC, to the extent such information is determined by WEDC to be exempt from public disclosure under the Freedom of Information Law and not otherwise required by law to be disclosed. Notwithstanding the foregoing, WEDC will not be liable for any information disclosed, in WEDC’s sole discretion, pursuant to the Freedom of Information Law or other applicable law, or which WEDC is required to disclose pursuant to legal process.

In witness whereof, the parties have executed this Agreement by their duly authorized representatives as of the latest date written below:

Wayne Economic Development Corporation (WEDC)

\_\_\_\_\_  
(Signature) Brian Pincelli, Executive Director

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

**GRANTEE:**

On behalf of Grantee, I understand and agree to the foregoing terms and conditions of the WEDC's Grant, and hereby certify my authority to execute this agreement on Grantee's behalf.

\_\_\_\_\_  
(Signature) (Printed name and title)

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

STATE OF NEW YORK )  
COUNTY OF WAYNE )

ss.:

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2021, before me, the undersigned, personally appeared **BRIAN PINCELLI**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
COUNTY OF WAYNE )

ss.:

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2021, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public