

**SITE ASSESSMENT GRANT AGREEMENT  
BETWEEN  
THE WISCONSIN ECONOMIC DEVELOPMENT CORPORATION  
AND  
CITY OF WEST ALLIS**

This Agreement is entered into pursuant to Chapter 238 of the Wisconsin Statutes between the Wisconsin Economic Development Corporation (“WEDC”), a public body corporate and politic authorized to grant funds for the purpose of economic development pursuant to Chapter 238 of the Wisconsin Statutes, and the City of West Allis (“Recipient”). Certain capitalized terms are defined in Section 1 of the Agreement.

**WITNESSETH**

**WHEREAS**, the Recipient has submitted an Application to WEDC, requesting funds from WEDC’s Site Assessment Grant Program (“SAG Funds”), as established by Wis. Stat. § 238.133;

**WHEREAS**, the Recipient is a Local Governmental Unit located in Wisconsin;

**WHEREAS**, WEDC has determined that the Recipient is an eligible recipient of SAG Funds; and

**WHEREAS**, in reliance upon the Recipient’s Application, WEDC has approved the Recipient for up to One Hundred Fifty Thousand Dollars (\$150,000) in SAG Funds.

**NOW, THEREFORE**, for valid consideration, the receipt of which is hereby acknowledged, and in consideration for the promises and covenants in this Agreement, WEDC and the Recipient agree as follows:

**1. Definitions.** For purposes of this Agreement, the following terms shall have the following meanings:

(a) “Agreement” means this agreement, to include all documents required to be delivered contemporaneously with the execution and delivery of this Agreement, and the attached Exhibits, together with any future amendments executed in compliance with Section 21 of this Agreement.

(b) “Application” means the materials submitted by the Recipient to WEDC relating to this allocation of SAG Funds.

(c) “Effective Date” means the date on which this Agreement is fully executed by both parties.

(d) “Eligible Project Costs” means costs for which the SAG Funds and Matching Funds may be used, as outlined in Section 3(b) of this Agreement, which the Recipient incurs between the Project Start Date and the Project End Date.

(e) “Eligible Site or Facility” means one or more contiguous industrial or commercial facilities or sites with common or multiple ownership that are abandoned, idle, or underused, the expansion or redevelopment of which is adversely affected by actual or perceived environmental contamination.

(f) “Ineligible Costs” means costs incurred prior to the Project Start Date; costs for new construction; amounts due pursuant to lien claims of or fees to the Department of Natural Resources, Environmental Protection Agency, or taxing authorities; costs related to grant applications or bid preparation; costs which may be covered by other grant or statutory programs, including PECFA; Phase I and Phase II Environmental Studies; permits; performance and payment bonds; contingencies; acquisition costs, new construction costs, relocation fees, developer fees; insurance premiums; zoning changing costs; marketing studies; supplies and the purchase of moveable equipment; decorative landscaping and fencing; parking lot paving for non-environmental reasons and striping; non-environmental post-construction clean-up costs; signage and advertising; financing fees, interest payments, or the assumption of debt; mergers and acquisitions, refinancing, debt consolidation or restricting of existing debt, relocation fees; accounting, legal, appraisal, and architectural fees; project administration fees, including costs associated with WEDC compliance reporting, schedules of expenditures, and payment requests.

(g) “Leverage” means all funding provided for the Project other than SAG Funds, including Matching Funds.

(h) “Local Governmental Unit” means a city, village, town, county, redevelopment authority created under Wis. Stat. § 66.1333, community development authority created under Wis. Stat. § 66.1333, or housing authority.

(i) “Matching Funds” means non-WEDC funds secured by the Recipient to meet the match requirement of the SAG Funds under this Agreement. Eligible Matching Funds expenditures may be incurred between Project Start Date and the Project End Date. Matching Funds must be, at a minimum, Fifty Percent (50%) of the amount of the SAG Funds and may be cash or in-kind.

(j) “Petroleum Product” means, as defined in Wis. Stat. § 292.63(1)(f), gasoline, gasoline-alcohol fuel blends, kerosene, fuel oil, burner oil, diesel fuel oil or used motor oil.

(k) “Project” means the Recipient’s activities to identify and quantify the degree and extent of soil, vapor, and groundwater contamination, in accordance with the Recipient’s Application and the terms of this Agreement. Specifically, assisting with the site investigation, asbestos abatement and building demolition of the former Allis Chalmers manufacturing property.

(l) “Project End Date” means November 30, 2020, the date on which the Project will be complete and the last day which the Recipient may incur costs against SAG Funds and Matching Funds.

(m) “Project Location” means the Eligible Site or Facility at which the Project will take place, specifically 1126 South 70th Street, West Allis, Wisconsin.

(n) “Project Start Date” means April 23, 2019, the date on which the Project begins, and the Recipient may start incurring costs against SAG Funds and Matching Funds.

(o) "SAG Funds" means the grant monies the Recipient is eligible to receive from WEDC's Site Assessment Grant program in accordance with this Agreement.

(p) "Recipient" means City of West Allis.

(q) "Underground Hazardous Substance Storage Tank System" means an underground storage tank used for storing a hazardous substance other than a Petroleum Product together with any on-site integral piping or dispensing system with at least Ten Percent (10%) of its total volume below the surface of the ground.

(r) "Underground Petroleum Product Storage Tank" means, as defined in Wis. Stat. § 292.63(1)(i), an underground storage tank used for storing Petroleum Products together with any on-site integral piping or dispensing system with at least Ten Percent (10%) of its total volume below the surface of the ground.

(s) "WEDC" means the Wisconsin Economic Development Corporation, together with its successors and assigns.

**2. SAG Funds.** Subject to the terms and conditions set forth in this Agreement, and in Wisconsin law, WEDC shall provide to the Recipient a grant of up to One Hundred Fifty Thousand Dollars (\$150,000), in SAG Funds.

**3. Recipient's Obligations.** The Recipient will:

(a) Complete the Project as contemplated by the Application and in accordance with the terms of this Agreement.

(b) Use the SAG Funds and Matching Funds for Eligible Project Costs, incurred between the Project Start Date and Project End Date, as outlined in the following budget:

USES		SOURCES			TOTAL
Budget Code	Eligible Project Costs	SAG Funds	Private Funds	Public Funds	
0231	Site Investigation	\$22,700	\$0	\$0	\$22,700
0190	Site Clearance	\$127,300	\$1,880,893	\$438,725	\$2,446,918
<b>TOTAL</b>		<b>\$150,000</b>	<b>\$1,880,893</b>	<b>\$438,725</b>	<b>\$2,469,618</b>

(i) Eligible Project Costs to be applied to SAG Funds for Site Investigation include specifically Phase I ESA and Phase II ESA.

(ii) Eligible Project Costs to be applied to SAG Funds for Site Clearance include specifically asbestos and lead paint removal/abatement and building demolition.

(iii) Eligible Project Costs to be applied to Matching Funds for Site Clearance include specifically asbestos and lead paint removal/abatement and building demolition.

(c) Not use the SAG Funds or Matching Funds for any Ineligible Costs.

(d) Secure Matching Funds from non-WEDC sources equal to at least Fifty Percent (50%) of the SAG Funds to achieve the match requirement of the SAG Funds under this Agreement. Matching Funds must equal at least Seventy-Five Thousand Dollars (\$75,000) in order for the Recipient to obtain the maximum amount of the SAG Funds, and must be documented prior to the final disbursement.

(e) Provide acknowledgement of WEDC's participation in the Project in any signage at the Project Location and any planning and feasibility documents related to the Project.

(f) Provide reports to WEDC as further described in Section 5 of this Agreement, in such form as required by WEDC.

**4. Release of Funds.** WEDC will release the SAG Funds contemplated by this Agreement to the Recipient on a disbursement basis. The Recipient may request the SAG Funds in up to Four (4) disbursements and release will be contingent on the following:

(a) The Recipient submitting to WEDC a request for payment of funds in such form as required by WEDC, a sample of which is attached to this Agreement as Exhibit A.

(b) The Recipient submitting to WEDC a report detailing the dollar amount and purpose of the Eligible Project Costs included in the request for disbursement as well as the dollar amount and purpose of each expenditure that the Recipient has contributed to the Project since the date of the previous disbursement of the SAG Funds.

(c) The Recipient submitting to WEDC documentation of the Eligible Project Costs incurred against the SAG Funds and Matching Funds. The amount of Matching Funds incurred for any request must be in an amount pro rata with the amount incurred against the SAG Funds being requested. Such documentation may include, but not be limited to, purchase orders or invoices.

(d) The Recipient being in compliance with this Agreement, and with any other agreements by and between the Recipient and WEDC.

(e) The Recipient requesting all SAG Funds no later than February 28, 2021.

**5. Reporting.** The Recipient shall provide reports to WEDC according to the following requirements:

(a) Annual performance reports, due according to the Schedule of Reporting set forth in Section 5(c) below, in such form as required by WEDC. The report shall include information required by WEDC to determine Project performance which shall include, at a minimum, a financial overview and narrative summary on the progress of the Project to date, Project expenditures, and the Recipient's progress on achieving Project goals, including the following Project-specific metrics:

Metric	Goal*
Site Work-Investigation	\$22,700
Site Work-Demolition	\$2,446,918
Total Leverage	\$2,319,618

\*These goals represent anticipated Project outcomes and failure to achieve these goals will not constitute an Event of Default, unless they are noted as a requirement elsewhere in the Agreement.

(b) The Recipient shall provide to WEDC copies of any Project-related documents that are submitted to the Wisconsin Department of Natural Resources, PECFA, Agricultural Chemical Cleanup Program, or the United States Environmental Protection Agency. Examples of such reports include, but are not limited to, site investigation, remediation, monitoring, initial notice of release of contamination, and closure request reports.

(c) Schedule of Reporting:

PERIOD COVERED	DOCUMENTATION	DUE DATE
See Section 6 Below	Schedule of Expenditures	See Section 6 Below
April 23, 2019- April 30, 2020	Annual Performance Report	July 1, 2020
April 23, 2019-November 30, 2020	Annual Performance Report	February 1, 2021

(d) Notify WEDC in writing within Thirty (30) days of any event or occurrence that may adversely impact the completion of the Project as presented in Recipient's Application. Adverse impacts include, but are not limited to, lawsuits, regulatory intervention, and inadequate capital to complete the Project.

**6. Schedule of Expenditures.** Consistent with Wis. Stat. § 238.03(3)(a), the Recipient must submit to WEDC, within 120 days after the end of the Recipient's fiscal year in which any grant or loan funds were expended, a schedule of expenditures of the grant or loan funds, including expenditures of any matching cash or in-kind match, signed by the director or principal officer of the recipient to attest to the accuracy of the schedule of expenditures. The Recipient shall engage an independent certified public accountant to perform procedures, approved by WEDC and consistent with applicable professional standards of the American Institute of Certified Public Accountants, to determine whether the grant or loan funds and any matching cash or in-kind match were expended in accordance with the grant or loan contract. The Recipient must make available for inspection the documents supporting the schedule of expenditures.

**7. Event of Default.** The occurrence of any one or more of the following events shall constitute an "Event of Default" for the purposes of this Agreement:

(a) The Recipient ceases the Project within Five (5) years of the Effective Date of this Agreement and commences substantially the same economic activity outside of Wisconsin.

(b) The Recipient supplies false or misleading information to WEDC in connection with this Agreement, without providing a satisfactory explanation, in WEDC's sole discretion, for the noncompliance.

(c) The Recipient fails to comply with or perform, in any material respect, any of its obligations under this Agreement, without providing a satisfactory explanation, in WEDC's sole discretion, for the noncompliance.

(d) The Recipient is in default under any other agreement between WEDC and the Recipient.

## **8. Remedies in Event of Default.**

(a) Upon the occurrence of any Event of Default, WEDC shall send a written notice of default to the Recipient, setting forth with reasonable specificity the nature of the default. If the Recipient fails to cure any such Event of Default to the reasonable satisfaction of WEDC within Thirty (30) calendar days, WEDC may extend the cure period if WEDC determines, in its sole discretion, that the Recipient has begun to cure the Event of Default and diligently pursues such cure, or, without further written notice to the Recipient, declare the Recipient in default. The cure period shall in no event be extended more than Ninety (90) days. In the Event of Default, WEDC shall terminate the Agreement and recover from the Recipient:

(i) One Hundred Percent (100%) of the funds released to the Recipient under this Agreement;

(ii) All court costs and attorneys' fees incurred by WEDC in terminating this Agreement and recovering the amounts owed by the Recipient under this provision; and

(iii) A financial penalty of up to One Percent (1%) of the SAG Funds.

(b) These amounts shall be paid to WEDC within Thirty (30) calendar days of demand by WEDC hereunder. If the Recipient fails to pay these amounts to WEDC as and when due, the Recipient will be liable for the full unpaid balance plus interest at the annual rate of up to Twelve Percent (12%) from the date of the notice of Event of Default.

(c) Upon an Event of Default, WEDC shall, without further notice withhold remaining disbursements of the SAG Funds.

**9. Recipient's Warranties and Representations.** In addition to the other provisions of this Agreement, the Recipient hereby warrants and represents to the best of its knowledge that as of the date of this Agreement:

(a) The Recipient is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it, the violation of which would have a material, adverse effect on the Recipient's ability to perform its obligations under this Agreement, including environmental laws.

(b) The Recipient is a Local Unit of Government as defined in Wis. Stat. § 238.133(1)(b).

(c) The Recipient is not in default under the terms of any loan, lease or financing agreements with any creditor where such default would have a material adverse effect on the Recipient's ability to fulfill their obligations under this Agreement.

(d) The financial statements and other information provided by the Recipient to WEDC are complete and accurate in accordance in all material respects with Generally Accepted Accounting Principles where applicable and have been relied on by WEDC in deciding whether to enter into this Agreement with the Recipient.

(e) There are no actions, suits or proceedings, whether litigation, arbitration, or administrative, pending or threatened against or affecting the Recipient or the Project which, if adversely determined, would individually or in the aggregate materially impair the ability of the

Recipient to perform any of its obligations under this Agreement or adversely affect the financial condition or the assets of the Recipient.

(f) The Recipient is unaware of any conditions which could subject it to any damages, penalties or clean-up costs under any federal or state environmental laws which would have a material and adverse effect on the Recipient's ability to comply with this Agreement.

(g) The Recipient has, or will acquire before commencing any work for which they are required, all necessary permits, licenses certificates or other approval, governmental or otherwise, necessary to operate its business and own and operate its assets, all of which are in full force and effect and not subject to proceedings to revoke, suspend, forfeit or modify.

(h) The Recipient has filed when due all federal and state income and other tax returns required to be filed by the Recipient and has paid all taxes shown thereon to be due. The Recipient has no knowledge of any uncompleted audit of the returns or assessment of additional taxes thereon.

(i) The Recipient and the undersigned officer thereof has all necessary or requisite power and authority to execute and deliver this Agreement.

(j) The execution and delivery by the Recipient of this Agreement has been duly authorized by all necessary action of the Recipient and no other proceedings on the part of the Recipient are necessary to authorize this Agreement or to consummate the transactions contemplated hereby.

(k) The Recipient has available or has the capacity to secure funds necessary to cover, as and when incurred, the costs and expenditures necessary for completion of the Project, as identified in the Application and this Agreement.

(l) The Recipient is not making these representations and warranties specifically based upon information furnished by WEDC.

(m) These warranties and representations herein are true and accurate as of the Effective Date of this Agreement, and shall survive the execution thereof.

(n) The information disclosed to WEDC in the course of WEDC's evaluation of the Recipient's eligibility for the Program does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, taken as a whole and in light of the circumstances under which they were made, not misleading.

**10. Wisconsin Public Records Law.** The Recipient understands that this Agreement and other materials submitted to WEDC may constitute public records subject to disclosure under Wisconsin's Public Records Law, Wis. Stats. §§ 19.31-.39, and any successor statutes and regulations.

#### **11. Additional Requirements.**

(a) Project and Financial Records. The Recipient shall prepare, keep and maintain such records as may be reasonably required by WEDC to validate the Recipient's performance under this Agreement, whether held by the Recipient or by a third party conducting Project-related activities on behalf of the Recipient, and the performance reports provided to WEDC. All of the Recipient's financial records shall be complete and accurate, and prepared, kept, and maintained

in accordance with Generally Accepted Accounting Principles. The Recipient shall provide such records to WEDC during the term of this Agreement as may be requested by WEDC. Such materials shall be retained by the Recipient for a period of at least Three (3) years after February 1, 2021.

(b) Inspection.

(i) WEDC and its respective agents, shall, upon Forty-Eight (48) hours' advance written notice to the Recipient, have the right to enter the Recipient's premises, during normal business hours, to inspect the Recipient's operations documentation relating to this Agreement, provided, however, that such access does not unreasonably disrupt the normal operations of the Recipient.

(ii) The Recipient shall produce for WEDC's inspection, examination, auditing and copying, upon reasonable advance notice, any and all records which relate to this Agreement, whether held by the Recipient or by a third party conducting Project-related activities on behalf of the Recipient.

(iii) WEDC reserves the right to conduct physical site visits of the Project during the term of this Agreement.

(c) Authorization to Receive Confidential Information. The Recipient hereby authorizes WEDC to request and receive confidential information that the Recipient has submitted to, including any adjustments to such information by, the Wisconsin Department of Revenue ("DOR") and the Wisconsin Department of Workforce Development ("DWD"), and to use such information solely for the purposes of assessing the Recipient's performance for the duration of the Project and ensuring that WEDC is properly administering or evaluating economic development programs. With regard to the information contained in the DWD unemployment insurance files, WEDC may access the following for the Eight (8) most recent quarters: the quarterly gross wages paid to the Recipient's employees; the monthly employee count; and the Recipient's FEIN, NAICS code, and legal and trade names. The Recipient also authorizes WEDC to share information submitted to WEDC by the Recipient with the DOR and DWD and to redisclose to the public the information received from the DOR and DWD used to evaluate the Recipient's performance under their specific economic development program and the impact of WEDC economic development programs. Records exempted from the public records law by Wis. Stat. § 19.36(1) will be handled by WEDC in accordance with that law.

(d) Consolidation or Merger. During the term of this Agreement, the Recipient shall provide written notice to WEDC within Thirty (30) days of any consolidation or merger with or into any other unrelated corporation or business entity.

(e) Public Announcement. The Recipient agrees to cooperate with WEDC in making a public announcement of this Agreement.

(f) Insurance. The Recipient covenants that it will maintain insurance in such amounts and against such liabilities and hazards as customarily is maintained by other companies operating similar businesses.

**12. Conflicts.** In the event of any conflict between the provisions of this Agreement and any accompanying documents, the terms of this Agreement control.



**13. Choice of Law.** THIS AGREEMENT AND ALL MATTERS RELATING TO IT OR ARISING FROM IT – WHETHER SOUNDING IN CONTRACT LAW OR OTHERWISE – SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED PURSUANT TO, THE LAWS OF THE STATE OF WISCONSIN.

**14. Venue, Jurisdiction.** Any judicial action relating to the construction, interpretation, or enforcement of this Agreement, or the recovery of any principal, accrued interest, court costs, attorney's fees and other amounts owed hereunder, shall be brought and venued in the U.S. District Court for the Western District of Wisconsin or the Dane County Circuit Court in Madison, Wisconsin. EACH PARTY HEREBY CONSENTS AND AGREES TO JURISDICTION IN THOSE WISCONSIN COURTS, AND WAIVES ANY DEFENSES OR OBJECTIONS THAT IT MAY HAVE ON PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS.

**15. Waiver of Right to Jury Trial.** EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY JUDICIAL ACTION OR PROCEEDING THAT MAY ARISE BY AND BETWEEN WEDC AND THE RECIPIENT CONCERNING OR RELATING TO THE CONSTRUCTION, INTERPRETATION OR ENFORCEMENT OF THIS AGREEMENT, OR THE RECOVERY OF ANY PRINCIPAL, ACCRUED INTEREST, COURT COSTS, ATTORNEYS' FEES AND OTHER AMOUNTS THAT MAY BE OWED BY THE RECIPIENT HEREUNDER. THIS JURY TRIAL WAIVER CONSTITUTES A SUBSTANTIAL CONSIDERATION FOR AND INDUCEMENT TO THE PARTIES TO ENTER INTO THIS AGREEMENT.

**16. Limitation of Liability.** RECIPIENT HEREBY WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER FROM WEDC ANY SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR DAMAGES OF ANY OTHER NATURE OTHER THAN ACTUAL DAMAGES INCURRED OR SUFFERED BY RECIPIENT.

**17. Severability.** If any provision of this Agreement is held invalid or unenforceable by any Governmental Body of competent jurisdiction, such invalidity or unenforceability shall not invalidate the entire Agreement. Instead, this Agreement shall be construed as if it did not contain the particular provision or provisions held to be invalid or unenforceable, and an equitable adjustment shall be made and necessary provisions added so as to give effect to the intention of the parties as expressed in this Agreement at the time of the execution of this Agreement and of any amendments to this Agreement. In furtherance of and not in limitation of the foregoing, the parties expressly stipulate that this Agreement shall be construed in a manner which renders its provisions valid and enforceable to the maximum extent (not exceeding its express terms) possible under applicable law. "Governmental Body" means any federal, state, local, municipal, foreign or other government; courts, arbitration commission, governmental or quasi-governmental authority of any nature; or an official of any of the foregoing.

**18. WEDC Not a Joint Venturer or Partner.** WEDC shall not, under any circumstances, be considered or represented to be a partner or joint venturer of the Recipient or any beneficiary thereof.

**19. Captions.** The captions in this Agreement are for convenience of reference only and shall not define or limit any of the terms and conditions set forth herein.

**20. No Waiver.** No failure or delay on the part of WEDC in exercising any power or right under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any such power or right preclude any other exercise of any other power or right.

**21. Entire Agreement.** This Agreement embodies the entire agreement of the parties concerning WEDC's and the Recipient's obligations related to the subject of this Agreement. This Agreement may not be amended, modified or altered except in writing signed by the Recipient and WEDC. This Agreement supersedes all prior agreements and understandings between the parties related to the subject matter of this agreement.

*[Signature Page Follows]*

IN WITNESS WHEREOF, WEDC and the Recipient have executed and delivered this Agreement effective the date set forth next to WEDC's signature below.

**WISCONSIN ECONOMIC DEVELOPMENT CORPORATION**

By: Mark R. Hogan Date 6/17/19  
Mark R. Hogan  
Secretary & CEO

**CITY OF WEST ALLIS**

By: Dan Devine Date 6/12/19  
Dan Devine,  
Mayor

Notices to the Recipient hereunder shall be effective upon mailing by first class mail, postage prepaid, and addressed to the following person and address or such other person and address as the Recipient may designate in writing:

City of West Allis  
7525 W. Greenfield Avenue  
West Allis, WI 53214  
Attn: Patrick Schloss

Notices to WEDC hereunder shall be effective upon mailing by first class mail, postage prepaid, and addressed as follows:

Wisconsin Economic Development Corporation  
Division of Credit & Risk  
P.O. Box 1687  
Madison, WI 53701  
Attn: Site Assessment Grant Program  
Contract # SAG FY19-24592

**EXHIBIT A  
REQUEST FOR WEDC PAYMENT**

Award Number: SAG FY19-24592	Rep:	Recipient: City of West Allis
FEIN #		Request Number:
Program: Site Assessment Grant		Award Type: Grant
Funding Period Covered by this Request From: _____ To: _____		

**PROJECT EXPENSES INCURRED/PAID DURING THIS PERIOD**

Budget Code	Description Line Item	WEDC Funding This Period	+	Matching Funding This Period	=	Total This Period
0231	Site Investigation					
0190	Site Clearance					
<b>TOTAL:</b>						

- Check here if this is the Final Request for Payment. If there is a balance remaining on the Project it may be lapsed.

**PAYMENT/PROJECT EXPENSE/MATCH DESCRIPTION - Disbursement**

Prior to the release of funds, the following requirements must be met (to be initialed by WEDC staff):

- The Recipient submitting to WEDC a report detailing the dollar amount and purpose of the Eligible Project Costs included in the request for disbursement as well as the dollar amount and purpose of each expenditure that the Recipient has contributed to the Project since the date of the previous disbursement of the SAG Funds. \_\_\_\_\_
- The Recipient submitting to WEDC documentation of the Eligible Project Costs incurred against the SAG Funds and Matching Funds. The amount of Matching Funds incurred for any request must be in an amount pro rata with the amount incurred against the SAG Funds being requested. Such documentation may include, but not be limited to, purchase orders or invoices. \_\_\_\_\_
- The Recipient being in compliance with this Agreement, and with any other agreements by and between the Recipient and WEDC. \_\_\_\_\_
- The Recipient must request all SAG Funds no later than February 29, 2021. \_\_\_\_\_

I hereby certify that the expenses reported on this form are in accordance with the terms of the agreement and that complete and accurate records are being kept to substantiate such expenses.	
_____	_____
<b>Authorized Recipient Signature</b>	<b>Date</b>

\_\_\_\_\_  
WEDC Division VP or Designee

\_\_\_\_\_  
Date

\_\_\_\_\_  
WEDC Servicing

\_\_\_\_\_  
Date

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WEDC Controller or Finance Department

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Date

Retain a copy of the completed form for your records and email a copy of the original and documentation to: [disbursements@wedc.org](mailto:disbursements@wedc.org). The hard copy may be required to be sent upon request.

