

INTERMUNICIPAL AGREEMENT

This **INTERMUNICIPAL AGREEMENT** (the “Agreement”), made and entered as of the 18th day of February, 2026, by and between the **Genesee Valley Board of Cooperative Educational Services** (“BOCES”) and the following component school districts of the BOCES (collectively, the “Component School Districts”):

Alexander Central School District	Attica Central School District
Avon Central School District	Batavia City School District
Byron-Bergen Central School District	Caledonia-Mumford Central School District
Dalton-Nunda Central School District	Dansville Central School District
Elba Central School District	Geneseo Central School District
LeRoy Central School District	Letchworth Central School District
Livonia Central School District	Mt. Morris Central School District
Oakfield-Alabama Central School District	Pavilion Central School District
Pembroke Central School District	Perry Central School District
Warsaw Central School District	Wayland-Cohocton Central School District
Wyoming Central School District	York Central School District

WHEREAS, the Component School Districts represent all of the component school districts of the BOCES; and

WHEREAS, the Component School Districts and BOCES are authorized pursuant to paragraph 14 of Section 1950 of the Education Law of the State of New York, constituting Chapter 16 of the Consolidated Laws of the State of New York, as amended (the “Act”), to enter into this Agreement to provide for a capital project (the “Project”) consisting of (i) renovations of certain existing buildings, facilities and grounds; (ii) construction of playground and fence; (iii) improve safety and sanitation of facilities; (iv) improve drainage at various (v) the acquisition of original furnishings, equipment, machinery and apparatus required in connection with the purposes for which such buildings, facilities and improvements are to be used; and (vi) purchase of real property; and

WHEREAS, the Project includes improvements at the BOCES campuses commonly referred to and located at:

The Batavia Education Complex, 8250 State Street Road, Batavia, New York 14020, and

The Mt. Morris Complex, 27 Lackawanna Avenue, Mt. Morris, New York 14510; and

WHEREAS, BOCES owns or intends to purchase the land, buildings and facilities included in the Project; **NOW, THEREFORE**, for and in consideration of the promises and the mutual agreements hereinafter contained, the parties hereto formally agree and bind themselves as follows, to wit:

Section 1. The Project is hereby approved. BOCES is authorized to do all things necessary to complete the

Project in accordance with the provisions of the Act. BOCES will undertake the Project in accordance with plans and specifications prepared by BOCES, which said plans and specifications will be prepared in accordance with all applicable provisions of the Education Law and which shall be on file and available for inspection by any Component School District. Amendments thereto by BOCES may be made from time to time as deemed necessary under the circumstances. All such contracts for the Project and the administration of the Project shall be prepared or undertaken, as the case may be, in accordance with applicable provisions of the Education Law and regulations of the Commissioner of Education.

Section 2. Title to the Project shall vest in BOCES and shall be held by BOCES for the benefit and on behalf of the Component School Districts.

Section 3. The cost of the Project, including costs incidental thereto, is **\$42,885,649** (the "Project Cost"). The services to be provided by the Project constitute "joint services" within the meaning of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York.

Section 4. The Project Cost shall be allocated and apportioned to the Component School Districts pursuant to the estimated Resident Weighted Average Daily Attendance (RWADA) value assigned to each Component School District for the **2024-2025** fiscal year.

Section 5. Pursuant to the method of allocation and apportionment set forth in Section 4 hereof, the total amount payable by each Component School District to BOCES as its allocable share of the Project Cost is hereby agreed to be as follows:

Component District	Gross Share of Total Project Cost	2024-25 RWADA %
Alexander CSD	\$ 1,581,408	3.69%
Attica CSD	2,516,273	5.87%
Avon CSD	2,088,145	4.87%
Batavia City SD	4,517,015	10.53%
Byron-Bergen CSD	1,869,729	4.36%
Caledonia-Mumford CSD	1,721,173	4.01%
Dalton-Nunda CSD (Keshequa)	1,214,436	2.83%
Dansville CSD	2,817,673	6.57%
Elba CSD	838,758	1.96%
Geneseo CSD	2,035,739	4.75%
Le Roy CSD	2,555,599	5.96%
Letchworth CSD	1,889,370	4.41%
Livonia CSD	3,062,336	7.14%
Mt. Morris CSD	1,205,687	2.81%
Oakfield-Alabama CSD	1,594,488	3.72%
Pavilion CSD	1,308,355	3.05%
Pembroke CSD	1,926,509	4.49%
Perry CSD	1,646,938	3.84%
Warsaw CSD	1,777,996	4.15%
Wayland-Cohocton CSD	2,800,219	6.53%
Wyoming CSD	423,753	0.99%
York CSD	1,494,050	3.48%
TOTALS	\$ 42,885,649	100.00%

Section 6. Each Component School District shall pay its allocable share of the Project Cost to BOCES in the amounts and on the date no later than the dates set forth below:

Component District	July 15, 2027	July 15, 2028	July 15, 2029	July 15, 2030
Alexander CSD	\$ 497,813	\$ 516,250	\$ 442,500	\$ 124,845
Attica CSD	792,099	821,436	704,088	198,650
Avon CSD	657,329	681,674	584,282	164,850
Batavia City SD	1,421,914	1,474,578	1,263,824	356,599
Byron-Bergen CSD	588,573	610,372	523,176	147,608
Caledonia-Mumford CSD	541,809	561,876	481,608	135,880
Dalton-Nunda CSD (Keshequa)	382,293	396,452	339,816	95,875
Dansville CSD	886,977	919,828	788,424	222,444
Elba CSD	264,033	273,812	234,696	66,217
Geneseo CSD	640,632	664,566	569,628	160,713
Le Roy CSD	804,478	834,274	715,092	201,755
Letchworth CSD	594,756	616,784	528,672	149,158
Livonia CSD	963,994	999,698	856,884	241,760
Mt. Morris CSD	379,539	393,596	337,368	95,184
Oakfield-Alabama CSD	601,930	620,520	446,160	125,878
Pavilion CSD	411,858	427,112	366,096	103,289
Pembroke CSD	606,447	628,908	539,064	152,090
Perry CSD	616,440	637,642	460,836	130,020
Warsaw CSD	559,697	580,426	497,508	140,365
Wayland-Cohocton CSD	881,482	914,130	783,540	221,067
Wyoming CSD	133,394	138,334	118,572	33,453
York CSD	470,313	487,732	418,056	117,949
TOTALS	\$ 13,500,000	\$ 14,000,000	\$ 12,000,000	\$ 3,385,649

Section 7. Each Component School District may pay its respective share of the Project Cost from funds available therefore, or from the proceeds of obligations issued by the Component District pursuant to the Local Finance Law. Notwithstanding that one or more Component Districts may elect to pay their respective allocable share of the Project Cost from funds available therefore, to insure that all Component Districts have funds available as required pursuant to this Agreement, all Component Districts shall adopt a bond resolution by not less than a majority vote of the entire voting strength of the Board of Education of such Component School District no sooner than the first regular meeting or a duly called special meeting held on a date following the date of execution of this Joint Agreement by all Component School Districts; and no later than thirty (30) days after the date that the Project is approved by the Component Districts. Each such bond resolution shall take effect immediately, shall not be subject to either a mandatory or permissive referendum and shall provide for the issuance of serial bonds with a maturity not in excess of thirty (30) years from the date when such indebtedness is first incurred.

Section 8. Upon completion of the Project and payment in full by BOCES of the Project Cost, any excess amounts, including interest earned on funds held by BOCES during construction of the Project, shall be transferred, credited or otherwise returned by BOCES to each Component School District in the same manner as described in Section 4 hereof for the allocation and apportionment of Project Costs.

Section 9. This Agreement shall terminate upon the completion of the Project and the return of any excess amounts to the Component School Districts pursuant to Section 9 hereof.

Section 10. This Agreement may be simultaneously executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date first above written.

Dated: 2/18, 2026

**GENESEE VALLEY BOARD OF
COOPERATIVE EDUCATIONAL SERVICES**

By [Signature]
President, Board of Cooperative Educational Services

Dated: 3/25, 2026

ALEXANDER CENTRAL SCHOOL DISTRICT

By [Signature]
President of the Board of Education

Dated: 4/16____, 2026

ATTICA CENTRAL SCHOOL DISTRICT

By [Signature]
President of the Board of Education

Dated: 3/23, 2026

AVON CENTRAL SCHOOL DISTRICT

By [Signature]
President of the Board of Education

Dated: 3/23____, 2026

BATAVIA CITY SCHOOL DISTRICT

By [Signature]
President of the Board of Education

Dated: Apr. 11, 2026

BYRON-BERGEN CENTRAL SCHOOL DISTRICT

By [Signature]
President of the Board of Education

Dated: 3/10____, 2026

CALENDONIA-MUMFORD CENTRAL SCHOOL DISTRICT

By [Signature] CMMS DOE President
President of the Board of Education

Dated: 3/26, 2026

DALTON NUNDA (KESHQUA) CENTRAL SCHOOL DISTRICT

By [Signature]
President of the Board of Education

Dated: 4/17, 2026

DANSVILLE CENTRAL SCHOOL DISTRICT

By [Signature]
President of the Board of Education

Dated: APRIL 1, 2026

ELBA CENTRAL SCHOOL DISTRICT

By [Signature]
President of the Board of Education

Dated: 4/15, 2026

GENESEO CENTRAL SCHOOL DISTRICT

By Michael T. Tavel
President of the Board of Education

Dated: 6/10, 2026

LEROY CENTRAL SCHOOL DISTRICT

By [Signature]
President of the Board of Education

Dated: 03/09, 2026

LETCHWORTH CENTRAL SCHOOL DISTRICT

By [Signature]
President of the Board of Education

Dated: 3/16, 2026

LIVONIA CENTRAL SCHOOL DISTRICT

By [Signature]
President of the Board of Education JOHN MONSIEUR

Dated: April 1, 2026

MT. MORRIS CENTRAL SCHOOL DISTRICT

By [Signature]
President of the Board of Education

Dated: June 16th, 2026

OAKFIELD-ALABAMA CENTRAL SCHOOL DISTRICT

By Justin Staebell Justin Staebell
President of the Board of Education

Dated: 4.20, 2026

PAVILION CENTRAL SCHOOL DISTRICT

By [Signature]
President of the Board of Education

Dated: 3/24, 2026

PEMBROKE CENTRAL SCHOOL DISTRICT

By John A. Cima
President of the Board of Education

Dated: 6-16, 2026

PERRY CENTRAL SCHOOL DISTRICT

By [Signature]
President of the Board of Education

Dated: 4-14, 2026

WARSAW CENTRAL SCHOOL DISTRICT

By 
President of the Board of Education

Dated: 4/11, 2026

WAYLAND-COHOCOTON CENTRAL SCHOOL DISTRICT

By 
President of the Board of Education

Dated: 3/1, 2026

WYOMING CENTRAL SCHOOL DISTRICT

By 
President of the Board of Education

Dated: 04/01, 2026

YORK CENTRAL SCHOOL DISTRICT

By 
President of the Board of Education



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Deputy Superintendent
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To: Superintendents & Boards of Education
From: Kevin MacDonald, COO, Genesee Valley BOCES & Norb Fuest, Genesee Valley Board of Education President
Subject: Capital Project Commitment
Date: April 17, 2026

The Genesee Valley BOCES extends its sincere appreciation for the support the 2026 capital project has received from all of our component districts. All twenty-two districts have agreed to finance the project through an inter-municipal agreement. This approach provides flexibility for each district to customize the financing of its portion of the project, while also reducing fees and interest costs. This is a significant accomplishment.

Throughout this process, the goal has been to complete as many capital improvements as possible while remaining fiscally responsible. The proposed capital project amount of \$42,885,649 represented the maximum allowable expenditure for these improvements. This amount also included the purchase and renovation of the LeRoy Services Center.

Following discussions with our landlord, Genesee Valley BOCES has agreed to remove the purchase and renovation of the LeRoy Services Center from the capital project. This action reduces the total project cost to \$38,778,593, thereby lowering each district's share accordingly.

This memo serves to memorialize Genesee Valley BOCES' commitment to ensuring that the total project cost does not exceed \$38,778,593. Please see the attached document for each component district's share. Thank you again for your continued support.

Sincerely,

Kevin MacDonald
Chief Operating Officer
Genesee Valley BOCES

Norb Fuest
Board President
Genesee Valley BOCES

80 Munson Street, LeRoy, New York 14482 | WWW.GVBOCES.ORG

Genesee-Livingston-Stauben-Wyoming Board of Cooperative Educational Services

Alexander • Attica • Avon • Batavia • Byron-Bergen • Caledonia-Mumford • Dansville • Elba • Genesee • Keshequa • LeRoy • Letchworth • Livonia • Mount Morris • Oakfield-Alabama • Pavilion • Pembroke • Perry • Warsaw • Wayland-Cohocton • Wyoming • York

WITHOUT PURCHASE AND
RECONSTRUCTION OF
LEROY BUILDING

GENESEE VALLEY BOCES
PROPOSED \$38,778,593 CAPITAL PROJECT

COMPONENT SHARE - PER CASH PAYMENT

Component District	2024-25 RWADA %	2024-25 RWADA AID RATIO	Gross Share of Total Project Cost	July 15, 2027	Estimated BOCES Aid ¹	Local Share	July 15, 2028	Estimated BOCES Aid ¹	Local Share	July 15, 2029	Estimated BOCES Aid ¹	Local Share	TOTAL LOCAL SHARE
Alexander CSD	3.69%	77.4%	\$ 1,429,961	\$ 497,813	373,363	\$ 124,450	\$ 516,250	387,191	\$ 129,059	\$ 415,898	30,130	\$ 385,768	\$ 639,277
Attica CSD	5.87%	68.2%	2,275,295	792,099	523,465	288,634	821,436	542,853	278,583	661,760	42,244	619,516	1,166,734
Avon CSD	4.87%	75.2%	1,888,169	657,329	478,988	178,341	681,674	496,728	184,946	549,166	38,654	510,512	873,799
Batavia City SD	10.53%	76.0%	4,084,433	1,421,914	1,047,154	374,760	1,474,578	1,085,938	388,640	1,187,941	84,505	1,103,436	1,866,835
Byron-Bergen CSD	4.36%	76.8%	1,690,669	588,573	438,011	150,562	610,372	454,234	156,138	491,724	35,347	456,377	763,076
Caledonia-Mumford CSD	4.01%	74.0%	1,556,340	541,809	388,510	153,299	561,876	402,899	158,977	452,655	31,353	421,302	733,579
Dalton-Nunda CSD (Keshequa	2.83%	75.2%	1,098,132	382,293	278,572	103,721	396,452	288,890	107,562	319,387	22,481	296,906	508,189
Dansville CSD	6.57%	79.6%	2,547,831	886,977	684,147	202,830	919,828	709,485	210,343	741,026	55,211	685,815	1,098,988
Elba CSD	1.96%	79.0%	758,432	264,033	202,120	61,913	273,812	209,606	64,206	220,587	16,311	204,276	330,395
Genesee CSD	4.75%	60.4%	1,840,781	640,832	375,064	285,768	664,566	388,955	275,611	535,383	30,268	505,115	1,046,495
Le Roy CSD	5.96%	80.0%	2,310,855	804,478	623,631	180,847	834,274	646,729	187,545	672,103	50,327	621,776	990,167
Letchworth CSD	4.41%	78.4%	1,708,430	594,756	451,834	142,922	616,784	468,568	148,216	496,890	36,463	460,427	751,565
Livonia CSD	7.14%	66.6%	2,769,063	963,994	622,117	341,877	999,698	645,159	354,539	805,371	50,205	755,166	1,451,562
Mt. Morris CSD	2.81%	84.3%	1,090,221	379,539	310,033	89,506	393,596	321,516	72,080	317,086	25,020	292,066	433,653
Oakfield-Alabama CSD	3.72%	81.4%	1,441,788	501,930	395,905	106,025	520,520	410,568	109,952	419,338	31,950	387,388	603,365
Pavilion CSD	3.05%	75.1%	1,183,057	411,858	299,717	112,141	427,112	310,818	116,294	344,087	24,187	319,900	548,335
Pembroke CSD	4.49%	72.2%	1,742,012	606,447	424,281	182,166	628,908	439,995	188,913	506,657	34,239	472,418	843,496
Perry CSD	3.84%	70.0%	1,489,214	518,440	351,658	166,782	537,642	364,683	172,959	433,132	28,379	404,753	744,495
Warsaw CSD	4.15%	75.5%	1,607,722	559,697	409,472	150,225	580,426	424,637	155,789	487,599	33,044	434,555	740,569
Wayland-Cohocton CSD	6.53%	80.3%	2,532,048	881,462	685,887	195,595	914,130	711,291	202,839	736,436	55,351	681,085	1,079,519
Wyoming CSD	0.99%	64.3%	383,171	133,394	83,113	50,281	138,334	86,191	52,143	111,443	6,707	104,736	207,159
York CSD	3.48%	77.0%	1,350,969	470,313	350,815	119,398	487,732	363,911	123,821	392,924	28,319	364,605	607,824
TOTALS	100.00%		\$ 38,778,593	\$ 13,500,000	\$ 9,797,957	\$ 3,702,043	\$ 14,000,000	\$ 10,160,844	\$ 3,839,156	\$ 11,276,593	\$ 790,695	\$ 10,487,898	\$ 18,029,098

Note: 1. Based on RWADA aid ratio per component and 71.51% overall project Bond Percentage.

Cash Per Payment