



## **WYOMING COUNTY BAC BOARD MEETING**

Thursday, May 14, 2026 at 2:30 PM  
Wyoming County Agriculture and Business Center,  
36 Center Street, 2<sup>nd</sup> Floor Conference Room, Warsaw, NY 14569

### **AGENDA**

1. **Roll call** to establish quorum.
2. **Administrative**
  - A. Review/approve Board Minutes from March 2026
  - B. Review/approve Financial Reports for March/April 2026
3. **Action Item**
  - A. Review and approve the re-application of Dell Collective loan package originally approved August 21, 2025. Applicant did not move forward with the original loan and is seeking to re-apply for the loan in the amount of \$150,000.
4. **Next Meeting** June 11, 2026
6. **Adjournment**

**WYOMING COUNTY BUSINESS ASSISTANCE CORPORATION  
BOARD MEETING MINUTES**

The WCBAC Board of Directors met on March 12, 2026 at 2:30 p.m. at the Wyoming County Agriculture and Business Center 36 Center Street, 2nd Floor Conference Room Warsaw, NY 14569.

Vice Chairman D. Berwanger called the meeting to order at 3:47 p.m.

**1. Roll call:**

In attendance were: A. D. Berwanger, Vice-Chairman; Rebecca Ryan, Treasurer; Thomas McCormick, Secretary; Brianna Stone, Director; Daniel Burling, Director; Scott Gardner Executive Director; Robin Marschilok, Director of Operations; Jennifer Tyczka, Program Manager; and Kevin Zanner, Agency Counsel.

Absent: Mark Dadd, Chairman and E. Joseph Gozelski, Director

**2. Administrative**

**A. Review/approve minutes from January 15, 2026**

Minutes of the January 15, 2026 Board meeting were reviewed. A motion was made to accept the minutes by T. McCormick and seconded by D. Burling. The motion was unanimously carried.

**B. Review/approve financial report from January and February 2026**

The financial report from January and February 2026 was reviewed. The financial report was accepted on a motion made by R. Ryan and seconded by T. McCormick. The motion was unanimously carried.

**C. Review / approve Annual Investment Report**

R. Marschilok reviewed the annual investment report as required for the PARIS Reporting. After review D. Burling made a motion to approve the investment report as presented. The motion was seconded by T. McCormick and unanimously approved.

**D. Review and approve the WCBAC audit as presented by Christopher Johnston from EFPR**

The Board moved to approve the Audit Report that was presented by Christopher Johnston from EFPR Group, during the IDA Meeting on a motion made by B. Stone. The motion was seconded by T. McCormick and unanimously approved.

Continued

**3. Action Item**

**A. Review the term sheet for the Steele Avenue property development (Arcade)**

Gardner stated that this item is listed on both agendas as it will have component involving the WCBAC loan program.

**4. Discussion Item**

**5. Next Meeting** – The next meeting will be February 09, 2026

**6. Adjournment**

The Board moved to adjourn the meeting at 3:55 p.m. on a motion made by D. Burling, seconded by T. McCormick and unanimously carried.

Minutes prepared by R. Marschilok

<https://www.youtube.com/watch?v=VAkzV9WkWbA>



September 11, 2025

Dell Collective, LLC  
7785 Schenck Road  
Perry, NY 14530  
Attn: Amanda J. Osborn

RE: \$150,000 Loan from The Wyoming County Business Assistance Corporation to Dell Collective, LLC

Dear Ms. Osborn: *Amanda*

We are pleased to advise you that the Board of Directors of The Wyoming County Business Assistance Corporation ("WCBAC") approved the request of Dell Collective, LLC (the "Borrower") for a loan, the proceeds of which will be used for the renovation, remodeling and furnishing of a vacant building located at 17 North Main Street, Perry, New York in the Village of Perry (the "Property").

The loan will originate from the WCBAC and will have the following terms and conditions:

Loan Terms: \$150,000 loan. Ninety-six (96) consecutive monthly principal and interest payments of \$1,760.00 based on an eight-year amortization schedule. Interest rate of 3% per annum. The first principal and interest payment will be due 30 days after the loan closing.

Purpose: To provide financing for the renovation and expansion of a vacant building at the Property to serve as Dell Collective, LLC office space and a boutique short term rental.

Collateral: The collateral for the loan will consist of the following:

1. A valid first lien mortgage and assignment of leases and rents on the duplex owned by Amanda J. Osborn at 58 South Main, Castile, New York 14427 (the "Mortgaged Property").
2. The unlimited personal guarantee of Amanda J. Osborn.

Fees: A loan origination fee of ½% (\$750.00) is due and payable to WCBAC at the loan closing. The Borrower is also responsible for the payment of all WCBAC counsel fees.



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Prepayment: Any portion of the outstanding loan balance can be prepaid at any time without penalty.

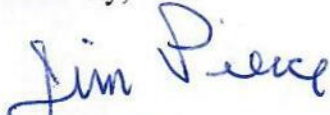
Late Charges: Two percent (2%) of the monthly payment if such payment is not received within ten (10) days of the due date.

Other Conditions: The loan is expressly conditioned upon the following:

1. Borrower will provide evidence of commercial general liability insurance and property insurance coverage for the Property and the Mortgaged Property. The WCBAC will be named as an additional insured on the commercial general liability policy. The WCBAC will be named as mortgagee and loss payee on the property insurance for the Mortgaged Property. Acceptable evidence of such insurance will be required in order to close the loan.
2. Closing will be subject to WCBAC's standard loan closing requirements, including without limitation: (i) the Borrower providing certified copies of the Borrower's Articles of Organization, operating agreement and authorizing resolutions of Dell Collective, LLC; and (ii) the Borrower providing title documentation acceptable to WCBAC confirming that WCBAC's mortgage lien is valid on the Mortgaged Property.
3. The loan will be immediately due and payable if Dell Collective, LLC sells the Property or the Mortgaged Property or ceases operations at the Property.
4. The WCBAC reserves the right to cancel this commitment and to terminate its obligations at any time prior to closing in the event that there is a change subsequent to the date of this commitment deemed by the WCBAC to be material or substantial as to the assets, collateral, net worth or credit standing of the Borrower or guarantor, or a representation made by the Borrower or guarantor in the loan application is determined by the WCBAC to be false or misleading in any material respect.

If these terms and conditions are acceptable, please sign below and return this letter to the WCBAC office so that we can begin preparing loan documents and scheduling a loan closing. If you have any questions, please call me at 585-786-3764.

Sincerely,



James Pierce  
President

cc: Kevin J. Zanner, WCBAC Counsel

I agree that the loan terms and conditions as listed above are acceptable to me.

Dell Collective, LLC

By: \_\_\_\_\_  
Amanda J. Osborn, Sole Member

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

\_\_\_\_\_  
Amanda J. Osborn, Guarantor

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