

**City of Geneva, New York Revolving Loan Funds Committee
Meeting Agenda
Nov 21, 2024
11:00 a.m.
Geneva City Hall, 2nd Floor Team's Room 47 Castle Street
Geneva, New York 14456**

<https://us02web.zoom.us/j/85783627172>

Meeting ID: 857 8362 7172

I. Consideration of Bridge Load to Seneca Street Heat

Seneca Street Heat owners were originally awarded \$11,000 from the MAP Grant and have fully expended those funds. On Nov. 7, 2024 an additional \$10,000 was awarded to bring the total award to \$21,000. The additional \$10,000 needs to be spent quickly and in order to accomplish this the City proposes a bridge loan of \$10,000 that will be repaid at the time of reimbursement from the grant.

II. Consideration of Bridge Loan to Calles de Mexico

Calles de Mexico owners were originally awarded \$11,000 from the MAP Grant and have expended \$10,322 of those funds. On Nov. 7, 2024 an additional \$10,000 was awarded to bring the total award to \$21,000. The additional funds need to be spent quickly and in order to accomplish this the City proposes a bridge loan of \$10,678 that will be repaid at the time of reimbursement from the grant.



Resolution to Approve Bridge Loan to Seneca Street Heat

WHEREAS,

Seneca Street Heat, LLC, owners Allison Smith and Teshawn Jones submitted an application for Microenterprise Assistance Program Grant funds from the City of Geneva, and;

WHEREAS,

the City of Geneva awarded a total of \$21,000 to Seneca Street Heat, LLC, and;

WHEREAS,

Seneca Street Heat, LLC had diligently expended \$11,000 and submitted all required receipts and documentation for the funds expended, and;

WHEREAS,

the remaining \$10,000 must be expended quickly requiring a bridge loan to enable additional purchases within the limited grant timeline, and;

WHEREAS,

this project is consistent with all existing local plans, the proposed financing is appropriate for the project, the project will facilitate effective and efficient use of existing and future public resources so as to promote both economic development and preservation of community resources and the project develops and enhances infrastructure and/or other facilities in a manner that will attract, create and sustain employment opportunities in the City of Geneva.

NOW, THEREFORE BE IT RESOLVED

that the Revolving Loan Fund Committee hereby authorizes a bridge loan in the amount of \$10,000 to Seneca Street Heat, LLC. This bridge loan will be repaid by the Microenterprise Assistance Program Grant when eligible expenses are reimbursed by NYS HCR.

PROMISSORY NOTE

\$10,000.00

11/20/24

PROMISE TO PAY:

Seneca Street Heat, LLC with a principal place of business located at 101 Seneca Street, Geneva, New York 14456 ("The Party"), promises to pay to the CITY OF GENEVA, NEW YORK, a municipal corporation, located in the County of Ontario and State of New York, with its office at City Hall, 47 Castle Street, Geneva, New York 14456 ("The City"), the sum of ten thousand AND NO/100 DOLLARS (\$10,000.00) according to the terms of this Note.

INTEREST:

Interest will accrue at the rate of Two Percent (2%) per annum on the principal balance from time to time outstanding on this Note starting 5 days after reimbursement is received by Seneca Street Heat, LLC for all funds expended under the City of Geneva Microenterprise Assistance Program. Provision is made in this Note, however, for the increasing of the interest rate as set forth below.

PAYMENT:

The Party will pay the debt as follows:

- A. The first payment of principal and interest in the amount of \$10,000.00 plus accrued interest will become due immediately upon reimbursement to Seneca Street Heat, LLC of expended funds through the Microenterprise Assistance Program.
- B. The Party reserves the right to make additional payments upon principal at any time, without penalty. It is expressly provided, however, that any such prepayment shall not relieve The Party from its obligation to make each monthly payment when due, until the full amount of principal, together with accrued interest, has been paid.
- C. Any payment made by The Party to The City shall be applied first to interest accrued to the date of such payment and the balance shall be applied on principal.

INCREASE IN RATE OF INTEREST:

The rate of interest earned upon the principal balance will change in the following situations:

- A. It is expressly agreed that if The Party does not make any one or more payments to The City under the terms of this Promissory Note and the Agreement executed herewith, on or before the payment due date, then, immediately and automatically upon the day after any such payment due date, and without the necessity of any action by The City, the loan shall begin to accrue interest at the rate of Nine Percent (9%) per annum on the amount then outstanding and unpaid (that is, all principal together with accrued interest), and shall remain at the rate until the default is cured.

B. If The Party transfers ownership of or ceases operations at 101 Seneca Street. in the City of Geneva, New York, the loan will become payable in full within Ten (10) days after demand by The City, if the jobs are relocated outside the City of Geneva a prepayment penalty of 50% of the loan amount will be applied.

NON-PAYMENT: DEFAULT:

The entire balance remaining unpaid, including interest, shall become immediately due and payable, at the option of The City, if The Party shall fail to pay any installment for Thirty (30) days after it becomes due and payable upon delivery by The City of a written demand therefore, served upon The Party by sending it by regular mail to The Party's business address as indicated in this instrument, or the last business address provided to The City by The Party prior to the date of said written Demand.

NO WAIVER:

Delay or failure by The City to take any action upon a default will not prevent it from doing so later upon another default.

PAYMENT ADDRESS:

Payment is to be made to: "City of Geneva", and sent or delivered to the Geneva City Comptroller, City Hall, 47 Castle Street, Geneva, New York 14456, or at whatever other address to which The City may direct the Party to make payment.

APPLICABLE LAW:

The Laws of the State of New York shall apply to this Note.

NO ORAL CHANGES:

This Note cannot be changed except in writing, signed by The Party and by the individual Guarantors, accepted and acknowledged in writing by The City.

CONSIDERATION:

The Party acknowledges that it has received from The City good and valuable consideration in any amount equal to the principal amount of this Note under the City of Geneva Revolving Loan Fund. The Party has caused this Note to be executed by its authorized corporate officer, The Party represents and warrants to The City that the necessary corporate resolutions and authorizations have been obtained and executed to authorize this Note, and to empower The Party to acknowledge that consideration as a promise of repayment.

Business Name

BY: _____



Resolution to Approve Bridge Loan to Calles de Mexico

WHEREAS,

Calles de Mexico, LLC, owner Juan Agulera submitted an application for Microenterprise Assistance Program Grant funds from the City of Geneva, and;

WHEREAS,

the City of Geneva awarded a total of \$21,000 to Calles de Mexico, LLC, and;

WHEREAS,

Calles de Mexico, LLC had diligently expended \$10,322 and submitted all required receipts and documentation for the funds expended, and;

WHEREAS,

the remaining \$10,678 must be expended quickly requiring a bridge loan to enable additional purchases within the limited grant timeline, and;

WHEREAS,

this project is consistent with all existing local plans, the proposed financing is appropriate for the project, the project will facilitate effective and efficient use of existing and future public resources so as to promote both economic development and preservation of community resources and the project develops and enhances infrastructure and/or other facilities in a manner that will attract, create and sustain employment opportunities in the City of Geneva.

NOW, THEREFORE BE IT RESOLVED

that the Revolving Loan Fund Committee hereby authorizes a bridge loan in the amount of \$10,678 to Calles de Mexico, LLC. This bridge loan will be repaid by the Microenterprise Assistance Program Grant when eligible expenses are reimbursed by NYS HCR.

PROMISSORY NOTE

\$10,678.00

11/20/24

PROMISE TO PAY:

Calles de Mexico, LLC with a principal place of business located at 402 Exchange Street, Geneva, New York 14456 ("The Party"), promises to pay to the CITY OF GENEVA, NEW YORK, a municipal corporation, located in the County of Ontario and State of New York, with its office at City Hall, 47 Castle Street, Geneva, New York 14456 ("The City"), the sum of ten thousand six hundred seventy-eight AND NO/100 DOLLARS (\$10,678.00) according to the terms of this Note.

INTEREST:

Interest will accrue at the rate of Two Percent (2%) per annum on the principal balance from time to time outstanding on this Note starting 5 days after reimbursement is received by Calles de Mexico, LLC for all eligible funds expended under the City of Geneva Microenterprise Assistance Program. Provision is made in this Note, however, for the increasing of the interest rate as set forth below.

PAYMENT:

The Party will pay the debt as follows:

- A. The first payment of principal and interest in the amount of \$10,678.00 plus accrued interest will become due immediately upon reimbursement to Calles de Mexico, LLC of expended funds through the Microenterprise Assistance Program.
- B. The Party reserves the right to make additional payments upon principal at any time, without penalty. It is expressly provided, however, that any such prepayment shall not relieve The Party from its obligation to make each monthly payment when due, until the full amount of principal, together with accrued interest, has been paid.
- C. Any payment made by The Party to The City shall be applied first to interest accrued to the date of such payment and the balance shall be applied on principal.

INCREASE IN RATE OF INTEREST:

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- A. It is expressly agreed that if The Party does not make any one or more payments to The City under the terms of this Promissory Note and the Agreement executed herewith, on or before the payment due date, then, immediately and automatically upon the day after any such payment due date, and without the necessity of any action by The City, the loan shall begin to accrue interest at the rate of Nine Percent (9%) per annum on the amount then outstanding

and unpaid (that is, all principal together with accrued interest), and shall remain at the rate until the default is cured.

B. If The Party transfers ownership of or ceases operations at 402 Exchange Street. in the City of Geneva, New York, the loan will become payable in full within Ten (10) days after demand by The City, if the jobs are relocated outside the City of Geneva a prepayment penalty of 50% of the loan amount will be applied.

NON-PAYMENT: DEFAULT:

The entire balance remaining unpaid, including interest, shall become immediately due and payable, at the option of The City, if The Party shall fail to pay any installment for Thirty (30) days after it becomes due and payable upon delivery by The City of a written demand therefore, served upon The Party by sending it by regular mail to The Party's business address as indicated in this instrument, or the last business address provided to The City by The Party prior to the date of said written Demand.

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Business Name

BY: _____