

EXAMINATION. Borrower shall sit for and pass the New York State Department of Health (DOH), Division of Emergency Medical Services certification examination, as soon as practicable, upon completion of the Paramedic Training Program referenced above.

EMPLOYMENT. Upon receipt of passing grade and receiving Paramedic certification, Borrower agrees to accept full time employment as a Paramedic at location located within the geographic boundaries of Greene County at the County's sole discretion and direction and

maintain such employment, at that location or another location, at the direction of the County for no less than FOUR (4) continuous years. Full-time employment shall be defined as no less than FORTY (40) hours per week. Notwithstanding the foregoing, in order to be eligible for employment at a municipal agency, borrower must participate in the Greene County Paramedic civil service examination (training and experience) and be reachable on the eligible list.

FORGIVENESS. Upon satisfactory completion of all material requisites of this Agreement, including without limitation, FOUR (4) years of uninterrupted employment in an approved Emergency Medical Services selected by the County, Borrower shall have no further obligations due and owing to the County under this agreement.

DEFAULT. Borrower's failure to satisfactorily complete the training program and/or fail to pass the Paramedic certification, and/or fail to accept and/or complete FOUR (4) years of employment with the Greene County Emergency Services entity, as directed by the County, shall constitute a default of this Agreement. Any extensions for retesting shall be at the sole discretion of the County and shall only be valid and of effect if in writing and delivered by the County to the Borrower via U.S. Postal Service First Class Mail.

NOTICE OF DEFAULT AND REMEDY(IES). In the event of a default of any provision(s) of this Agreement the Borrower shall repay all tuition paid by the County on Borrower's behalf to County within THIRTY (30) days of notice thereof. Notice of Default shall be sent to Borrower via U.S. Postal Service First Class Mail. If Borrower has relocated and has failed to provide the County with a forwarding address; notice of default published in a newspaper of general circulation in Greene County, one day per week for TWO (2) consecutive weeks shall be deemed adequate notice of default.

If the Borrower has been employed as a Paramedic, at the direction of the County, and fails, for any reason whatsoever, to maintain said employment for the FOUR (4) year period contemplated by this Agreement, the repayment remedy shall be on a per diem pro-rata basis.

BANKRUPTCY: Borrower hereby acknowledges and agrees, to the extent permitted by law, that any monies owed as a result of default of this Agreement are not dischargeable in any court of Bankruptcy.

MERGER CLAUSE. This agreement contains the final, complete and exclusive statement of the agreement between the parties hereto with respect to the transaction(s) contemplated herein

and all prior or contemporaneous written and/or oral agreements with respect to the subject matter hereof are merged herein.

TITLES. Titles and Headings in this Agreement are for convenience only and shall not affect the meaning or construction of any provision of this Agreement.

VENUE. The parties hereto agree that if any disputes arise between the County and Borrower, as relates to this agreement, that jurisdiction and venue shall lie in the appropriate Supreme or County Courts in and for the County of Greene.

COUNTY OF GREENE

By: _____

Patrick S. Linger

Chairman, Legislature

DATED:

BORROWER

By: _____

Name _____

DATED: