

*SUSAN -
FOR YOUR REVIEW.*

MEMORANDUM OF UNDERSTANDING




This Memorandum of Understanding (hereinafter referred to as the "MOU") is made as of December 28, 2008 by and between: The Town of New Paltz, a governmental subdivision with offices located at 1 Veteran's Drive, P.O. Box 550, New Paltz, Ulster County, New York 12561 (hereinafter referred to as the "Town") and the STUDENT ASSOCIATION OF SUNY NEW PALTZ, with offices located at 1 Hawk Drive, New Paltz, New York 12561 (hereinafter referred to as the "Association".)

WHEREAS, the County of Ulster presently operates a municipal transit system consisting of deviated fixed routes throughout Ulster County including ingress and egress to and from the Town of New Paltz and within the Village of New Paltz as well as sponsoring all public transit service serving Ulster County towns and villages; and

WHEREAS, the Town has entered into an Agreement with the County of Ulster (hereinafter referred to as the "COUNTY") which provides bus service which connects to local bus services currently provided in the Town of New Paltz as well as to and from Dutchess and Orange County; and

WHEREAS, the Association has determined that the operation of such municipal transit system throughout the Town and Village of New Paltz will provide a significant benefit to the students, faculty and administration of the State University of New York at New Paltz (hereinafter referred to as "S.U.N.Y. New Paltz");

NOW, THEREFORE, in consideration of the covenants herein set forth, it is mutually agreed by and between the Town and the Association as follows:

Y400  1. In entering into this MOU, the parties represent that each has read and understands the attached "Inter-Municipal Cost Reimbursement Agreement by and between Ulster County by and through its Area Transit Department and the Town of New Paltz." Having so represented, it is agreed by and between the parties that all of the terms and conditions of said inter-municipal cost reimbursement agreement are incorporated by reference into but shall not merge in this MOU.

2. The term of this MOU shall be provided for the period commencing as of December 28, 2008 through December 31, 2009. Unless sooner terminated in accordance with its terms, this MOU shall be extended automatically upon the terms and conditions for consecutive terms of one (1) year each through and including December 31, 2011 provided, however, that the amount of contribution for bus passes shall at all times be consistent with the rates indicated below for 2010 and provided for in the Town's agreement with the County referred to above.

3. The Association agrees to contribute to the Town to be used by the Town toward its share of funding for the bus service an amount equal to one third (1/3) of the monthly invoice for pre paid bus fares for the time period December 28, 2008 - July 31, 2009 and one half (1/2) of the monthly invoice for the time period August 1, 2009- December 31, 2009.

For Calendar year 2010, The Association agrees to contribute to the Town to be used by the Town toward its share of funding for the bus service an amount equal to one third (1/3) of the monthly invoice for pre paid bus fares for the time period May 1, 2010- July 31, 2010 and one half (1/2) of the monthly invoice for the time periods January 1, 2010- April 30, 2010 and August 1, 2010- December 31, 2010.

A. The payment for each invoice is due and payable to the "Town of New Paltz" at the time that this agreement is fully signed by both parties. Each quarterly payment thereafter shall be due and payable to the Town of New Paltz within 30 days of the invoice throughout the term of this agreement.

4. The Town represents that it has established with the County a system whereby the drivers of the buses will make and keep an accurate account and record of the use of each bus pass utilized each quarter and at the end of each quarter, the County will promptly communicate such records to the Town;

A. Promptly following receipt of such records, the Town will communicate such records to the Association, together with a billing statement.

B. The parties agree that the Association shall not be entitled to a credit or other adjustment in the monthly amounts due under this agreement in the event that the use of passes does not equal or exceed the student use, it being the understanding and intention of the parties that the Association's participation in the program is a voluntary contribution toward the operation of the system for the community of New Paltz and not as a "pay per ride," service-only contract.

C. The Town reserves the right to suspend the use of the bus passes provided for under this agreement under circumstances where such action is caused or required as the result of the inter-municipal cost reimbursement agreement referred to above or in the event that any monthly payment or any additional payment is not received by the Town within five (5) days next following the date upon which such payment is due.

5. The Association agrees to contribute to the Town to be used by the Town toward its share of funding for the bus' service an amount equal to one third (1/3) of the 10% cost for the purchase of 1.5- 5 year buses which equals \$3217.00 (Total cost \$9651.00). The payment for which is due and payable within 30 days of the signing of this MOU.

6. The Town agrees to allow the association to fully participate in budget discussions with Ulster County Area Transit concerning this bus service as the service continues.

7. The Association recognizes that the effectiveness of the system and fairness to both parties relies upon the ability of the bus drivers to accurately account for and to record the use of the ridership passes which are the subject of this agreement. Having so represented, the parties agree that the sole acceptable means of proof for purposes of utilizing each pass is the physical display to the driver by the intended rider of a valid identification card issued by and through S.U.N.Y New Paltz to members of the student body, faculty or administration.

A. Having so represented and agreed, the parties further agree that in the absence of the possession and exhibition of such identification card or upon the failure or refusal of an intended rider to exhibit such card to the driver, the student, faculty or administration member shall be responsible for the direct payment to the bus driver of the recognized fare. In so agreeing, the parties recognize that there is not contemplated under this agreement a system for reimbursement based upon the later or future demonstration of the holder of a valid identification card upon the ground that the institution of such system would be unnecessarily burdensome and not cost-effective.

Accordingly, the parties further agree to utilize their best efforts to prepare and disseminate adequate notice of the requirement for possession and display of valid identification cards by members of the student body, faculty and administration utilizing the bus transportation system.

8. In entering into this MOU, the parties acknowledge that this MOU is dependent upon the existence of the inter-municipal cost reimbursement agreement between the Town and county referred to above, and agree that the termination of such inter-municipal cost reimbursement agreement shall likewise cause a termination of this MOU.

9. The Town may, by written notice to the Association, effective upon mailing, terminate this agreement in whole or in part at any time (i) for the Town's convenience; (ii) upon the failure of the Association to comply with any of the terms or conditions of this MOU; or (iii) upon the Association becoming insolvent or otherwise being financially unable to meet its continuing obligations under this MOU. Upon termination of this MOU, the Association shall comply with any and all Town closeout procedures including but not limited to accounting for and refunding to the Association within ten (10) days: (a) any unexpended funds that have been paid to the Town pursuant to this MOU or (b) any monies outstanding and due by the Association to the Town. The rights and remedies of the Town provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law, in equity, or pursuant to this MOU.

10. Any and all disputes involving this MOU including the breach or alleged breach thereof, shall be heard only in State of New York Supreme Court with venue in Ulster County or if appropriate, in the Federal District Court with venue in the Northern

District of New York, Albany Division.

11. This agreement

shall be governed by the laws of the State of New York except where the federal supremacy clause requires otherwise.

12. For purposes of this agreement and for the serving of any notices due hereunder, notice to the Town shall be deemed sufficient if given in writing and delivered in person or by regular mail addressed as follows, if to the Town:

Supervisor

Town of New Paltz

Town Hall

1 Veteran's Drive, P.O. Box 550

New Paltz, New York 12561,

or, if to the Association, addressed to:

Linda Lendvay

Student Association Bursar

1 Hawk Dr.

New Paltz, NY 12561

13. Neither party may assign this MOU without the prior written consent of the other party. Any attempt at assignment without such consent shall be null and void.


14. All oral or written statements, representations and agreements of the parties are superseded by this MOU, which alone fully and completely expresses the agreement of the parties. This MOU may not be amended, waived or modified in any respect except

by a writing signed by the parties sought to be bound. Neither this MOU nor any memorandum thereof shall be recorded in the Office of the Clerk of the County of Ulster by either party. This MOU shall be governed by and construed in accordance with the laws of the State of New York. If any provision of this MOU shall be unenforceable or invalid, such unenforceability or invalidity shall not affect any other provision of this MOU.


15 . This MOU shall not be binding upon either party until executed and delivered by both parties. Upon such execution and delivery, this MOU shall be binding upon and inure to the benefit of the parties and to their respective successors and permitted assigns.

IN WITNESS WHEREOF, the Town and the Association have duly executed this MOU as of the day and date first above written.

Town of New Paltz

By: 
Toni Hokanson, Supervisor

STUDENT ASSOCIATION OF SUNY NEW
PALTZ

By: 
Print Name: Yasmin El Jamal
Print Title: Vice President of Finance

This MOU was approved by resolution of the Town of New Paltz duly adopted on the _____ day of _____, 20____. This MOU was approved by a resolution duly adopted by the _____ on the _____ day of _____, 20____.

