

PAYMENT PLAN AGREEMENT
BETWEEN ARIBEL TORRES AND
THE CITY OF CENTRAL FALLS

This Payment Plan Agreement with regard to medical expenses for an injured dog, dated as of June 22, 2016, by and between Aribel Torres, 272 Hunt Street, Apartment #3, Central Falls, RI 02863, ("Torres"), and the City of Central Falls, Rhode Island ("City").

WHEREAS, there was an incident in the City on 6/12/16 involving a dog that was struck by a vehicle; the dog in question being owned by Torres; and

WHEREAS, Torres agreed to sign over the ownership of the dog to the city on 6/14/16; and

WHEREAS, Torres agreed that she would reimburse the city for the entire cost of the medical expenses that are necessary to repair and/or heal the dogs' injuries resulting from the 6/12/16 incident, but would not be responsible for paying for any medical expenses not related to the 6/12/16 incident or for any injuries after ownership changed on 06/14/16.

NOW THEREFORE, the parties intend hereby to set forth the terms and conditions upon which the proposed transaction will be effected, and, in consideration of the promises and the mutual agreements set forth herein, agree as follows:

SECTION 1: Payments. Upon the execution of this Agreement, City agrees to send all medical bills in the form of an invoice to Torres within thirty (30) days of receipt of the medical bills and Torres agrees to make payment within thirty (30) days of receiving the City's invoice.

SECTION 2: Payment Plan. The City's animal control officer and finance director may permit Torres to enter into a written payment plan in order to satisfy the conditions of Section 1.

SECTION 3: Default. In the event that Torres shall default on payments due hereunder, this Agreement shall be deemed null and void and the City may take all legal action necessary to recover the medical costs in question.

SECTION 4: Remedy. Either party may provide written notice of a violation of this agreement and the opposing party shall have seven (7) days to remedy the issue before the default in Section 3 shall apply.

SECTION 5: Notices. All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given, if mailed, by registered or certified mail, return receipt requested, or, if by other means, when received by the other party at the address set forth herein, or such other address as may hereafter be furnished to the other party by like notice. Notice or communication hereunder shall be deemed to have been received on the date delivered to or received at the premises of the addressee if delivered other than by mail, and in the case of mail, upon the depositing of the same in the United States mail as above stated (as evidenced, in the case of registered or certified mail, by the date noted on the return receipt).

To Torres
Aribel Torres
272 Hunt Street Apt. 3
Central Falls, RI 02863
401-699-1272 or 401-663-3527

To City of Central Falls
City Solicitor
City of Central Falls
580 Broad Street
Central Falls, Rhode Island 02863
401-616-2435

SECTION 6. Separability Clause. Any part, provision, representation or warranty of this Agreement which is prohibited or which is held to be void or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

SECTION 7. Governing Law. This Agreement shall be construed and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with the laws of the State of Rhode Island

SECTION 8. Successors and Assigns; Assignment of Agreement. This Agreement shall bind and inure to the benefit of and be enforceable by the parties hereto and the respective successors and assigns of the parties hereto. This Agreement cannot be assigned, pledged or hypothecated by any party hereto to a third party without the consent of all parties to this Agreement.

SECTION 9. Waiver. The failure of any party to insist upon strict performance of a covenant hereunder or of any obligation hereunder, irrespective of the length of time for which such failure continues, shall not be a waiver of such party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation hereunder, shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation hereunder. No term or provision of the Agreement may be waived unless such waiver is in writing and signed by the party against whom such waiver is sought to be enforced.

SECTION 10. Other Agreements. This Agreement constitutes the entire understanding between the parties hereto with respect to the transactions contemplated herein and this Agreement shall not be modified except in writing executed by all parties hereto.

SECTION 11. Captions. Titles or captions of Sections contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

SECTION 12. Counterparts. For the purpose of facilitating proving this Agreement, and for other purposes, this Agreement may be executed simultaneously in any number of counterparts. Each counterpart shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, Torres and the City of Central Falls have caused their names to be signed hereto by their respective officers thereunto duly authorized as of the date first above written.

TORRES:

By: _____

Name: _____

Date: _____

CITY OF CENTRAL FALLS:

By: _____

James Diossa
Mayor

Date: _____

By: _____

As to Form and Correctness
Matthew Jerzyk
City Solicitor

By: _____

Reviewed
Leonard Morganis
Administrative and Finance Officer