

## Installment Agreement for Delinquent Taxes

This agreement made the \_\_\_\_ day of \_\_\_\_ by and between the County of Steuben, a municipal corporation organized under the law of the State of New York and having offices at 3 E Pulteney Square, Bath, New York 14810 and \_\_\_\_\_.

WHEREAS, \_\_\_\_ is the owner of real property located in \_\_\_\_ Tax Map No. \_\_\_\_ located within the County of Steuben and

WHEREAS, said real property is subject to liens for real property taxes, and

WHEREAS, the owner of the real property is desirous of entering into an installment payment agreement to repay the delinquent property taxes.

WHEREAS, for the purposes of an installment agreement, "eligible delinquent taxes" means the delinquent taxes, including interest, penalties, and other charges which have accrued against a parcel as of the end date on which an installment agreement is issued, and

WHEREAS, the amount due under an installment agreement shall be the eligible delinquent taxes plus the interest which is to accrue on each installment payment up to and including the date on which each payment is to be made.

WITNESSETH:

I. TERM

The term of this Agreement shall be \_\_\_\_ months.

II. AMOUNT

The amount due under this installment agreement is \$\_\_\_\_\_.

III. DOWN PAYMENT

A down payment of \$\_\_\_\_\_ which is equal to \_\_\_\_ of the eligible delinquent taxes shall be due and payable upon execution of this Agreement.

IV. PAYMENTS

The balance due and owing, after the down payment of \$\_\_\_\_\_ plus interest at the rate of 12% per annum shall be due and payable in monthly installments of \$\_\_\_\_\_ until paid in full. Each installment shall be due on the last day of the month in which it is to be paid. If any installment is not paid by the 15<sup>th</sup> calendar day after the payment due date, a late charge of 5% of the overdue payment shall be added.

V. DEFAULT

a) You shall be in default under this agreement upon the occurrence of one of the following events:

- 1) non-payment of any installment within thirty days from the payment due date;

- 2) non-payment of any tax, special advalorem levy or special assessment which is levied subsequent to the signing of the agreement by a tax district and which is not paid prior to the expiration of the warrant of the collecting officer; or
  - 3) your default on another agreement made and executed pursuant to Local Law No. 4 of 1998.
- b) In the event of a default, the County shall have the right to demand the entire unpaid balance, with interest and late charges, to be paid in full. The County shall also have the right to enforce the collection of the delinquent tax lien pursuant to the applicable sections of the Real Property Tax Law.
  - c) Upon default by the property owner, the County's failure to declare the entire balance due and owing or the commence foreclosure proceedings shall not constitute a waiver of the right to do so.

VI. DESTRUCTION AND CONDEMNATION

In the event the property that is the subject of this Agreement is damaged or destroyed, or is partially or totally condemned through the process of eminent domain, the owner shall pay to the County from any property and casualty insurance proceeds or condemnation award, the balance remaining unpaid under this Agreement at the time. Any waiver of this provision by the County shall be in writing and shall not be deemed to continue or apply to any subsequent event or circumstance.

VII. TAX LIENS

This Agreement shall not effect the tax lien against the property except that the lien shall be reduced by the payments made under this agreement. The County agrees that the lien shall not be foreclosed during the term of this agreement provided that you are not in default as set forth in paragraph V.

VIII. MODIFICATIONS

This Agreement shall not be modified except in writing by an instrument executed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

DATE:

\_\_\_\_\_  
PROPERTY OWNER

\_\_\_\_\_  
PROPERTY OWNER

\_\_\_\_\_  
STEBEN COUNTY TREASURER

STATE OF NEW YORK)

SS:

COUNTY OF STEUBEN)

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, BEFORE ME PERSONALLY CAME CAROL S WHITEHEAD, STEUBEN COUNTY TREASURER, TO ME KNOWN AND KNOWN TO ME TO BE THE SAME PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEW YORK)

SS:

COUNTY OF STEUBEN)

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, BEFORE ME PERSONALLY CAME \_\_\_\_\_, TO ME KNOWN AND KNOWN TO ME TO BE THE SAME PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEW YORK)

SS:

COUNTY OF STEUBEN)

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, BEFORE ME PERSONALLY CAME \_\_\_\_\_, TO ME KNOWN AND KNOWN TO ME TO BE THE SAME PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT.

\_\_\_\_\_  
NOTARY PUBLIC