ONONDAGA COUNTY

AGREEMENT FOR INSTALLMENT PAYMENT OF DELINQUENT TAXES

The undersigned pursuant to Onondaga County Local Law No. 7 of 1995, hereby agrees to pay to the Onondaga County Finance Department the delinquent taxes noted in this agreement under the conditions and terms as set forth by said agreement.

The term of the installment agreement shall be twenty-four months, the payment schedule shall be monthly, and the required initial down payment shall be twenty-five percent of the eligible delinquent taxes.

A property owner shall not be eligible to enter into an agreement pursuant to this section where:

A. There is a delinquent tax lien on the same property for which the application is made or on another property owned by such person and such delinquent tax lien is not eligible to be made part of the agreement pursuant to this section; or

B. Such person is the owner of another parcel within the tax district on which there is a delinquent tax lien, unless such delinquent tax lien is eligible to be and is made part of the agreement pursuant to this section; or

C. Such person was the owner of property on which there was a delinquent tax lien and which lien was foreclosed within three years of the date on which an application is made to execute an agreement to this section.

The terms of the agreement shall be as follows:

A. There will be a $25.00 processing fee per parcel, which will be in addition to the down payment.

B. The term of this agreement is 24 months.

C. A down payment of at least 25% of the eligible delinquent taxes outstanding shall be due and payable upon the execution of the Agreement. The down payment shall first be applied to all administrative fees/penalties and then to the most current year's delinquent taxes plus interest.

D. The balance due and owing, after the down payment, shall be payable in twenty-four (24) monthly payments at the rate of 12% per annum until paid in full. Each installment shall be due not later than the last day of the month in which it is to be paid. If payment is made by mail, the post office postmark will be used as the date of receipt.

E. An installment payment paid after the last day of the month and prior to the 15th calendar day of the following month shall be assessed a 1% penalty.

F. If any installment is not paid by the 15th calendar day after the payment due date, an additional late charge of 5% of the overdue payment shall be added.

G. All monthly payments shall be applied first to the most current year's taxes, plus interest, until paid in full.

H. There is no penalty for pre-payment or additional payments of the installment agreement in part or in full. Any adjustments to the payment schedule shall be applied to the last payment(s). Monthly payments are still required regardless of whether pre-payment or additional payments are made.

You are in default under this agreement upon the occurrence of one or more of the following events:

A. Non-payment of any installment within thirty days from the payment due date; or

B. Non-payment of any tax, special ad valorem 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;

C. Default of the eligible owner on another agreement made and executed pursuant to Local Law No. 7 of 1995.

In the event of 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 Onondaga County Special Tax Act, including foreclosure proceedings, if applicable. Upon default by the property owner, the County's failure to declare the entire balance due and owing, or to commence foreclosure proceedings, shall not constitute a waiver of the County's right to do so.

This agreement shall not affect 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 the property owner is not in default.

Important Terms of the Agreement:

(1.) All monthly payments MUST be made on time. You do not have to receive any notification that payments are due. The first payment is due by the last day in the month following the signing of the contract.
(2.) All subsequent taxes (current County/Town, School & Village taxes not included in the agreement) MUST be paid during the collection period at the town.
(3.) If your contract is defaulted, you are not eligible to enter into another agreement for three (3) years.
(4.) Entering into an installment agreement does not avoid newspaper advertising on any delinquent taxes remaining unpaid per local and New York State tax laws.
(5.) Returned check fee is $30.00. More than 2 returned checks could result in default of the loan.

I have read and understand these terms.

Town _____ Property owner(s) signature _____

Tax Map #_____ Phone# Home_____Work_____

IN WITNESS WHEREOF, the parties have executed this Agreement on the date written.
STATE OF NEW YORK)
COUNTY OF ONONDAGA)

On this ____ day of _____, 20__, before me the subscriber, personally came _____,

to me known, who being duly sworn did depose and say that (s) he resides at_____

_____ that (s) he is owner of real property described in and which executed the

above instrument; and the (s)he signed his/her name thereto by like order.

_____
Notary Public

Mail payment to: Onondaga County Finance Dept.
P, O. Box 1004
Syracuse, NY 13201