



**Town of Abington**  
**Office of the Treasurer/Collector**  
**500 Gliniewicz Way**  
**Abington, Massachusetts 02351**

**Sonia Hodge**  
**Treasurer Collector**  
**Phone: (781) 982-2131**  
**Fax: (781) 982-2121**

## **Payment Plan for Delinquent Real Estate Taxes**

### **Payment Terms**

This Agreement, is entered into by and between the Town of Abington (hereinafter “the Town”) with a principal administrative office at Town Hall, 500 Gliniewicz, Abington, Massachusetts 02351, and the owner of the real estate property described below (hereinafter “the Tax Payer”) of the address provided below.

Whereas, the Tax Payer is delinquent in the payment of his/her real estate taxes and whereas the Tax Payer wishes to pay the full amount of delinquent taxes, interest and charges on an installment basis, and

Whereas, the Town agrees to enter into an agreement to accept payment in full for the delinquent taxes, interest and charges;

Now, therefore, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Down Payment: Upon execution of this Agreement, the Tax Payer shall make an initial down payment in the amount provided below, which is twenty-five percent (25%) of the amount of past-due taxes, interest and charges owed as of the date of execution of this Agreement.
2. Payments: Beginning in the month following execution of this Agreement and continuing for sixty (60) consecutive months, the Tax Payer shall make monthly payments in the amount provided below no later than the last day of each month until all such delinquent taxes, interest and charges are paid in full. Reminder notices will not be mailed.
3. Future Tax Payments: The Tax Payer agrees that all taxes assessed on or after the date of execution of this Agreement, including water/sewer user fees and any betterment assessments shall be paid in full when such amounts become due and payable.
4. Current Tax and Utility Bills: The Treasurer certifies that, with the exception of the amounts stated below, the current tax bills for this property, as well as water and sewer bills, are paid to date.

5. Licenses and Permits: If all requirements of this Agreement have been met at the time of application, the Town agrees to not deny, revoke, or suspend any local licenses and permits for failure to pay municipal taxes or charges in accordance with M.G.L. Chapter 40, Section 57.
6. Accruing Interest: The Tax Payer understands that delinquent interest will continue to accrue on unpaid balances according to law (presently sixteen percent (16% per annum) until such amounts are paid in full. Should the Taxpayer comply with all terms of this agreement, a credit in the amount of twenty-five percent (25%) of the interest accrued will be credited to the final payment(s) of this Agreement.
7. Foreclosure: In consideration of making full and timely payments, and compliance with all other terms of this Agreement, the Treasurer agrees not to file a petition to foreclose its tax title lien in the Land Court.
8. Change in Residential Address: The Tax Payer certifies that the address provided here in is the principal mailing address where he/she can be reached. If this address changes, the Tax Payer agrees to notify the Treasurer of the new address in writing within 30 days. Any notice mailed to the address provided by the taxpayer shall be deemed received when mailed.
9. Default: If the Tax Payer fails to make the full and timely payments required here in, the Tax Payer acknowledges that he/she is in default and that the Town may proceed with any and all other remedies according to law to collect said taxes, interest and charges, which may cause further charges to be added to the Tax Payer's account, and that the Taxpayer would no longer be eligible for an interest credit or waiver.
10. Should any payment due hereunder not be made by its due date, the full balance remaining under this Agreement, plus interest, shall become immediately due and payable. If said full amount is not received by the Town within fourteen (14) days of receipt of a Notice of Default, the Town may invoke the default remedies described above.
11. Should the Town have to enforce this Agreement, it shall recover from the Tax Payer reimbursement for any and all attorneys' fees and costs that it may incur.
12. Transfer. This Agreement shall be for the benefit of the named Tax Payer only and is nontransferable. Should the Tax Payer transfer titled to the property to any other party, any amounts remaining due, plus interest, shall become immediately due at or before the closing.
13. Miscellaneous. The parties agree that this Agreement contains the entire agreement and understanding by and between the parties with respect to the matters stated herein, and no representations, promises, agreements, or understandings, written or oral, not herein contained shall be valid or binding unless the same are in writing and signed by the Parties. No waiver of any provision of this Agreement at any time shall be deemed a waiver of any other provision of this Agreement.

14. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be a counterpart original.
15. If any portion of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall nevertheless remain in full force and effect. This Agreement has been negotiated by the Parties and their respective counsel and shall be interpreted fairly in accordance with its terms and without any strict construction in favor of or against any Party.
16. Each person signing this Agreement hereby represents and warrants that he or she has the full authority and is duly authorized and empowered to execute this Settlement Agreement on behalf of the Party for which he/she signs.

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**Date of Agreement:** May 1, 2021

**Property Description:** address & map/lot

**Tax Payer(s):** Name  
street  
Abington, MA 02351

**Interested Party/owner:** same

**Mailing Address:** same

**Total Amount Due:** \$ 0.00 balance required to redeem parcel, as of today

**Down Payment:** \$ 0.00 at least 25% of balance paid today

**Monthly Payment:** \$ 0.00 due by the end of each month

**Potential Interest Waiver:** \$ 0.00 25% of interest accrued to today (see full terms)

**Scheduled end of agreement:** May 31, 2026

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**Tax Payer/Owner 1**

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**Tax Payer/Owner 2**

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**Treasurer-Collector**

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**Witness**

*Please write "Tax Title" in memo of check to ensure proper posting.*