

Resolution # 37 of 2025
Inter-Municipal Agreement for Data Collector

On a motion made by Councilperson Vicki Roy,
seconded by Councilperson Steve Stogsdill,

An Inter-Municipal Agreement is made between Lewis County and the Town of Watson in regards to the County providing data collection services for the Town in the manner provided by RPTL Section 1537. Terms and conditions of JSA/IMA are attached.

Town Board Members voted as such:

Jeffrey Hoch – Aye

Jeffrey Lyng – Aye

Vicki Roy – Aye

Shawn Freeman – Aye

Steve Stogsdill – Aye

Ayes- 5 Nays – 0

RESOLVED, authorizing the Inter-Municipal Agreement between the County and The Town of Watson for data collection services.

DULY ADOPTED by the TOWN BOARD of the TOWN OF WATSON at its regular meeting held on October 8, 2025, at which meeting a quorum was present.

Michelle Ward

Michelle Ward, Town Clerk

Date: October 8, 2025

SHARED SERVICES/ INTER-MUNICIPAL AGREEMENT

THIS AGREEMENT made this 8 day of October, 2025 by and between Lewis County, a municipal corporation with offices located at 7660 N. State Street, Lowville, New York (hereinafter referred to as the "County") and the Town of **WATSON**, a municipal corporation with offices located at 6971 Number Four Rd, Lowville, New York (hereinafter referred to as the "Town") (collectively, the "Parties").

WITNESSETH

WHEREAS, under NYS Real Property Tax Law ("RPTL") Section 1537, an assessing unit and a county shall have the power to enter into, amend, cancel and terminate an agreement for appraisal, exemption and assessment services, and such agreement shall be considered an agreement for the provision of a "joint service" pursuant to NYS General Municipal Law Article 5-G (hereinafter, the "Joint Services Agreement" (JSA) or Inter Municipal Agreement (IMA) ; and

WHEREAS, the Town adopted a resolution on October, 8, 2025, and the County adopted Resolution No. 58-2025 on March 4, 2025, authorizing a JSA/IMA in accordance with RPTL Section 1537, wherein the County's Real Property Tax Service Office would provide these services to the Town pursuant to an IMA; and

WHEREAS, the Parties are desirous of entering into the JSA/IMA and have advanced the following terms and conditions;

NOW, THEREFORE BE IT RESOLVED, that the parties hereto mutually agree as follows:

1. The Town hereby hires and retains the County to provide data collection services for the Town in the manner provided by RPTL Section 1537.
2. The term of this Agreement shall be from October 1, 2025 through December 31, 2025, with automatic one-year renewals beginning on January 1st each year thereafter. Should either party seek to terminate the automatic one-year renewal of the agreement, they may do so by written notification to the other party by November 1st prior to the renewal period. The annual per parcel rate may be adjusted by the County as hereinafter described and will apply to any annual renewal period, unless terminated as hereinabove set forth.
3. This JSA/IMA may only be amended or modified upon approval by a majority vote of the Town Board and the County Legislature.
4. Notwithstanding any other provisions of this JSA/IMA, either party may terminate this Agreement by a majority vote of the Town Board or County Legislature and upon 60 days prior written notice to the other Party. Upon termination, the agreed upon annual fee paid by the Town to the County shall be prorated and returned to the Town, if any, as of the effective date of termination.

5. It is the intention of the County to hire necessary full-time staff to perform the services of data collection. The County Director of Real Property Tax Services shall designate staff to perform data collection services in accordance with this Agreement.
6. The Town agrees to provide the County Real Property Tax Service Office with access to all existing assessment documents, records and information maintained by the town as needed to aid in the performance of the services referred to in this JSA/IMA. Such assessment information, documents, data and records shall remain the property of the Town regardless of their physical location; if at any time such records are in the County's possession, they will be kept safe and secure by the County according to the County's records maintenance and management policies; and will be returned to the Town when not in use. The County's FOIL Records Officer and the Town's FOIL Records Officer will agree to review together any FOIL requests for the Town's assessment records, data, documents and information timely and in accordance with the law. Payment for any copies made or extraordinary time spent on responding to a FOIL request shall be remitted to the Party performing such work and/or producing such copies even if collected by the non-responding Party.
7. In consideration of the data collection services to be provided by the County under this JSA/IMA, the Town agrees to pay the County for the remainder of the 2025 year of services, \$3.25 per parcel, or a total of **\$1,958.13** (based on parcel count from 2024 Final Assessment Roll). Said payment shall be made to the Lewis County Treasurer, 7660 N. State St., Lowville, NY 13367.
8. The parties agree that the County shall have the right to increase the per parcel charge on an annual basis between 2% and 5%, based upon the costs and expenses of the data collector(s). The County shall provide the Town with its annual increase percentage, if any, by September 1st of each year.
9. For budgeting purposes, the Parties agree to meet annually prior to September 1st to review the status of the agreement. Any changes or amendments that are agreed to shall require the majority vote of the Town Board and the County Legislature before they can be implemented.
10. A copy of this JSA/IMA shall be filed with the Commissioner of Taxation and Finance and the State Office of Real Property Tax Services.
11. Each party shall indemnify and hold the other harmless with respect to any claims, losses, damages, liabilities, costs or expenses arising out of this shared services agreement, including any claims, losses, damages, costs and liabilities which may be asserted by a third party or any other person or entity. Each party shall name the other as an additional insured on its general liability policy.