

INTERMUNICIPAL AGREEMENT SIGN CREATION

THIS AGREEMENT IS MADE and entered as of the _____ day of November, 2025, by and between the **TOWN OF CLAY** (hereinafter “CLAY”), a municipal corporation organized and existing under the laws of the State of New York with principal offices at 4401 State Route 31, Clay, New York 13041 and the **TOWN OF LYSANDER** (hereinafter “Lysander”), a municipal corporation organized and existing under the laws of the State of New York with principal offices at 8220 Loop Road, Baldwinsville, New York 13027.

WITNESSETH

WHEREAS, the Town of Clay Highway Department operates and administers a sign fabrication shop and facilities; and,

WHEREAS, the Town of Lysander does not operate a signage creation shop; and,

WHEREAS, Clay and Lysander have expressed a desire to work together in a contractual relationship for service delivery for their mutual best interest; and,

WHEREAS, Clay has agreed to provide sign creation services to Lysander pursuant to this Agreement,

NOW THEREFORE, in consideration of the foregoing and of the agreement hereinafter set forth, the parties hereby agree to as follows:

ARTICLE 1. Sign Services:

Section 1.1. Description of Services: Clay shall provide the services of sign creation in response to orders from the Town of Lysander in accordance with New York State law and regulations.

Section 1.2. Term: Clay shall provide services to Lysander from the effective date of the agreement until cancelled by either party for any reason pursuant to the procedures in Article 3 herein. The anticipated term of this contract is for a three (3) year period beginning January 1, 2026 and terminating on December 31, 2028.

Section 1.3. Clay will prepare signage at the request of Lysander on a case-by-case basis depending on need.

Section 1.4. Insurance: Clay and Lysander agree to maintain adequate insurance coverage. The appropriate certificates of insurance shall be provided annually to each Supervisor.

Section 1.5. Indemnification: Each party shall indemnify, hold harmless and defend the other from and against any and all cost, expenses (including reasonable attorney fees), liabilities, contingent or actual, losses, damages, suits, actions, fines, penalties, claims or demands of any kind asserted by or on behalf of any person or governmental agency or authority arising out of either the other party’s negligence connected with the signs created, or a failure to perform the responsibilities described herein or actions required by State statute or local law.

ARTICLE 2. COMPENSATION

Section 2.1. Fee for Service: As consideration for services provided by Clay, Lysander agrees to pay Clay for each sign according to the fee schedule attached hereto as “Exhibit A.” Said sums shall be paid timely within thirty (30) days of Lysander receiving a completed sign.

Clay shall provide an invoice for each sign produced. A late fee of 1.5% percent shall be levied for payments delinquent by sixty (60) days.

ARTICLE 3. TERMINATION

Section 3.1. Notice of Termination: This Agreement may be terminated by a vote of either the Lysander Town Board or the Clay Town Board. Such vote shall not become effective until ninety (90) Days after such action is taken. Written notice to the other party in accordance with Section 4.1 hereof shall be provided in advance of action by its town board.

ARTICLE 4. GENERAL

Section 4.1. Notice: All notices required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given at the time of mailing if sent by registered or certified mail to the other party at the address stated below or at such other address as that party shall specifically designate by written notice as provided in this paragraph:

Town of Clay: Supervisor, Damian M. Ulatowski
 4401 State Route 31
 Clay, New York 13041

Town of Lysander: Supervisor, Kevin Rode
 8220 Loop Road
 Baldwinsville, New York 13027

Section 4.2. Assignment: No party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party.

Section 4.3. Waiver: No waiver of any breach of this Agreement shall be held to be a waiver of any other subsequent breach. No party shall be deemed to have waived any right power or privilege under this Agreement or any other provision thereof unless such waiver shall have been duly executed in writing and acknowledged by the other party.

Section 4.4. Severability: In the event that any provision of this Agreement shall be judged invalid, such determination shall apply only to the section, subsection, paragraph, sentence, clause or provision, and the remainder of this Agreement shall be deemed to be valid and effective. This Agreement may not be released, discharged, abandoned, changed or modified in any manner except by an instrument in writing signed by duly authorized officers or representatives of each of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

Town of Clay, Supervisor – Damian M. Ulatowski

Town of Lysander, Supervisor – Kevin Rode