


ADOPTED: June 10, 2026

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 10778 as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



Rev. Sylvia King Mayor, and or Dep Mayor Charles Arnone



Arturo Martynuska, City Manager, and or Jennifer Burkhart, City Clerk

AGREEMENT

THIS AGREEMENT is made as of the 11th day of June, 2026, by and between the Township of East Pennsboro, a township of the first class, with office located at 98 S. Enola Drive, Enola, Pennsylvania 17025("Township")

AND

September 11th National Memorial Trail Alliance, a foreign non-profit corporation registered with the Department of State of the Commonwealth of Pennsylvania, having an address of 5107 Jean Street, Verona, Pennsylvania 17147-24013 ("Alliance").

BACKGROUND

WHEREAS, the Alliance, in accordance with its objectives, access a recreational trail ("Trail") through the Township as depicted on Exhibit "A"; and

WHEREAS, in order to provide notice to the public of the Trail location, the Alliance desires to post appropriate directional signs along certain Township roads (not including PennDOT rights of ways or State Roads); and

WHEREAS, the Township wishes to cooperate with the Alliance regarding the size, placement, number and maintenance of the signs within Township rights of ways and property.

NOW, THEREFORE, intending to be legally bound hereby, the parties agree as follows:

1. Alliance agrees that:
 - (a) Its combination of signs on posts shall be no larger than 12 inches wide and 27 inches high in size and satisfactory to the Township as to their design;
 - (b) Its signs shall be posted at various locations, all at the Alliance's expense;
 - (c) The actual placement of all signs is subject to Township's approval and Pennsylvania Department of Transportation (PennDOT), as located;
 - (d) All signs shall be maintained in good condition at the Alliance's expense;

- (e) Alliance will promptly repair, reattach, remove, or replace any signs that have become loosened, disarranged, or damaged;
 - (f) No signs shall be located on private property or PennDOT rights of way of state roads without the written consent of a property owner or PennDOT and proof of same provided to the Township; and
 - (g) Any signs that may pose a hazard in the sole discretion of the Township shall be removed by the Alliance at the Alliance's sole cost and expense.
2. Township agrees to the placement of signs within Township Rights of Ways or property by the Alliance without the need for the Alliance to apply for and receive sign permits otherwise required by Township ordinances.
 3. The Alliance agrees to protect, defend, indemnify, and hold harmless the Township, its Commissioners, officers, appointees, employees, and agents against any and all claims, demands, suits, actions, proceedings, losses, damages, costs, expenses, and reasonable attorneys' fees, which may be suffered or incurred the Township arising out of or relating to: (i) any acts or omissions of the Alliance, its employees, agents, consultants or subcontractors, in the course of establishing, maintaining, and removal of signage as described in this agreement; (ii) any negligence, gross negligence, or willful misconduct the Alliance; or (iii) any breach of this Agreement by the Alliance. The Alliance's duty to defend shall arise immediately upon tender of a claim, and shall not be contingent upon a finding of liability. Said indemnification is in addition to any other rights that the Township may have against the Alliance and shall survive termination or expiration of this Agreement.
 4. During the term of this Agreement, the Parties agree to comply with any and all laws, rules, regulations, and requirements that are now or hereafter enacted or promulgated that governs or applies to its duties and obligations hereunder.
 5. The Parties recognize that this Agreement is at all times subject to applicable laws and regulations and shall be construed accordingly. The Parties further recognize that this Agreement may become subject to or be affected by amendments in such laws and regulations or to new legislation or regulations. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would cause one or both of the Parties hereto to be in violation of law, shall be deemed

to have superseded the terms of this Agreement and, in such event, the Parties agree to utilize their best efforts to modify the terms and conditions of this Agreement to be consistent with the requirements of such laws and regulations in order to effectuate the purposes and intent of this Agreement. In the event that any such laws or regulations affecting this Agreement are enacted, amended or promulgated, either Party may propose to the other a written amendment to this Agreement to be consistent with the provisions of such laws or regulations. In the event that the Parties do not agree on such written amendments within sixty (60) days of receipt of the proposed written amendments, then either Party may terminate this Agreement without further notice at which time the Alliance, at its sole cost and expense shall remove all signs placed within Township Right of Ways or property.

6. **Waiver and Consent.** The failure of either Party at any time to require performance by the other Party of any provision hereof shall not affect in any way the right to require such performance of any other provision hereof, nor shall the waiver by either Party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. If the consent of the other Party is necessary pursuant to the terms of this Agreement, such consent shall not be unreasonably withheld.

7. **Notices.** Notices required or permitted to be given under this Agreement shall be made to the Parties at the following addresses and shall be presumed to have been received by the Party to which the notice is sent (i) three days after mailing by the Party when notices are sent by First Class mail, postage prepaid; (ii) upon transmission (if sent via facsimile with a confirmed transmission report); or (iii) upon receipt (if sent by hand delivery, overnight delivery or courier service) as follows:

East Pennsboro Township
ATTN: Township Manager
98 S. Enola Drive
Enola, PA 17025
Fax: 717-732-7810

September 11th National Memorial Trail Alliance
ATTN: _____
5107 Jean Street
Verona, Pennsylvania 17147-24013
Fax: _____

8. **Dispute Resolution.** Any dispute, controversy or claim arising out of or relating in any way to this Contract including without limitation any dispute concerning the construction, validity, interpretation, enforceability or breach of this Agreement, shall be resolved first by mediation with a Mediator selected by Owner and Contractor. In the event of a dispute, controversy or claim arising out of or relating in any way to the agreement/the relationship, the complaining Party shall notify the other Party in writing thereof. Within thirty (30) days

of such notice, management level representatives of both Parties shall meet at an agreed location in Cumberland County, Pennsylvania to attempt to resolve the dispute in good faith. Should the dispute not be resolved within thirty (30) days after such notice, the complaining Party shall seek remedies exclusively through arbitration pursuant the Uniform Arbitration Act, 42 Pa. C.S.A., Section 73, et seq. shall be non-appealable, except in accordance with such statute. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after two years from when the aggrieved party knew or should have known of the controversy, claim, dispute or breach. Any controversy concerning this Agreement shall be determined by arbitration upon the initiation of either party, and shall be settled and finally determined by an arbitrator mutually acceptable to both parties. If the parties are unable to agree upon a single arbitrator, each party, at its own cost and upon notice to the other party, shall appoint one arbitrator. If a party does not appoint an arbitrator within five (5) business days after the other party has given notice of the name of its appointed arbitrator, the single arbitrator first appointed shall be the sole arbitrator, and that arbitrator's decision shall be binding upon both parties. If two arbitrators are appointed, they shall appoint a third arbitrator, and the three shall resolve the question. The third (3rd) arbitrator shall be neutral and unbiased and shall serve as chairman of the panel. Each party shall bear the fees and expenses of its counsel, witnesses and arbitrator, and the fees and expenses of the third (3rd) arbitrator and the cost of the arbitration shall be borne as set forth in the award, or in the absence of an award or a specific determination by the arbitrators or agreement of the parties, shall be borne equally by the parties. At any time before the arbitrators have served upon the parties a written award, the parties may resolve the dispute by settlement, whereupon they shall direct the arbitration panel to cease its deliberations and render a final accounting of fees and expenses to be paid by the parties in accordance with the foregoing. Any decision of the arbitrators may be entered as a judgment in court of competent jurisdiction and may be enforced as such in accordance with the provisions of the award. This agreement to arbitrate shall be specifically enforceable by the parties, and the parties confirm that they intend that all disputes, controversies or claims of any kind shall be so arbitrated with venue and jurisdiction of arbitration shall in all instances occur in Cumberland County, Pennsylvania. This binding arbitration shall survive any termination of this Agreement. Further, the parties agree that the Court of Common Pleas of Cumberland County, Pennsylvania shall be the proper venue and jurisdiction regarding any dispute relative to this Agreement.

[INTENTIONAL BLANK SPACE]

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.


ATTEST:

TOWNSHIP OF EAST PENNSBORO

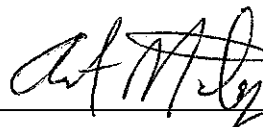
Secretary

By: _____
Patti A. Gilbert, President

SEPTEMBER 11th NATIONAL MEMORIAL
TRAIL ALLIANCE



Witness

BY: 

ARTUR MARTYNUSKA, City Manager
(printed name and office held)