

**CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA
RESOLUTION NO. 10790**

MOVED BY COUNCILPERSON: King

**A RESOLUTION OF CITY COUNCIL, OF THE CITY OF JOHNSTOWN, PENNSYLVANIA,
RESOLVING LITIGATION WITH GIBSON-THOMAS LITIGATION DOCKETED AT 2024-5317 IN
THE COURT OF COMMON PLEAS OF CAMBRIA COUNTY**

WHEREAS, Gibson-Thomas Engineering Co., Inc., ("Gibson-Thomas") performed certain engineering work for the City in 2021; and

WHEREAS, certain disputes about the scope of work and invoicing arose between Gibson-Thomas and the City; and

WHEREAS, Gibson-Thomas initiated a lawsuit against the City in the Court of Common Pleas of Cambria County, Pennsylvania docketed at Case No. 2024-5317; and

WHEREAS, the Parties have agreed to amicably settle all disputes, entitlements, claims and lawsuits between them.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, PENNSYLVANIA, TO RESOLVE LITIGATION WITH GIBSON-THOMAS ENGINEERING DOCKETED AT 2024-5317 IN THE COURT OF COMMON PLEAS OF CAMBRIA COUNTY FOR THIRTY-SEVEN THOUSAND FIVE HUNDRED (\$37,500.00) DOLLARS.

RESOLUTION SECONDED BY COUNCILPERSON Arnone

Roll Call:

Barber			Clark			Spinelli			Brandon-Taylor			King			Arnone			Hamacek		
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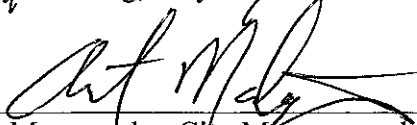
ADOPTED: August 12, 2026

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 10790 as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



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



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

GENERAL FULL AND FINAL RELEASE

By this General Full and Final Release, in connection with the suit filed by Gibson-Thomas Engineering Co., Inc. ("Plaintiff"), against the City of Johnstown ("Defendant") in the Court of Common Pleas of Cambria County, Pennsylvania, at Docket No. 2024-5317 (the "Lawsuit"), alleging claims of breach of contract and unjust enrichment arising out of a dispute over engineering services relating to a certain request for proposals issued in 2018 (the "RFP") and unpaid invoices relating to said RFP (the "Invoices") and in consideration of the payments made by Defendant to Gibson-Thomas Engineering Co., Inc., as set forth herein, Plaintiff agrees as follows:

1. **Released Claims.** Gibson-Thomas Engineering Co., Inc., on behalf of the corporation, its owners, partners, members, managers, directors, officers, employees, successors, affiliates, parents, subsidiaries, agents, attorneys, assigns, and insurers, (collectively referred to herein as "Releasor" or "Plaintiff"), in consideration of the total sum of Thirty-Seven Thousand Five Hundred and 00/100 (\$37,500.00) Dollars by check payable to Gibson-Thomas Engineering Co., Inc., does hereby remise, release and forever fully and finally discharge the City of Johnstown, its elected officials, council members, supervisors, managers, directors, officers, employees, agents, attorneys, assigns, and insurers, from any and all claims, counterclaims, arbitrations, demands, actions, causes of action, lawsuits, including but not limited to the Lawsuit, sums of money, rent, penalties, liens, injunctive relief, obligations and liabilities of any kind or nature whatsoever, at law or in equity, known or unknown, direct or indirect, whether asserted or unasserted, including, but not limited to, all claims arising in contract or otherwise, claims for attorneys' fees except as otherwise provided in this Agreement, claims for punitive damages, claims for consequential damages and claims for special damages in any way relating to or arising out of the RFP or the Invoices.

2. **Payments.** Subject to the foregoing paragraphs and in consideration of the promises undertaken and releases given herein, within forty-five (45) days of the execution of this Agreement by Plaintiff, payment in total settlement of this matter will be made by check payable to Plaintiff as aforesaid.

3. **Tax Consequences.** The Released Parties make no representations regarding the tax consequences of this Agreement. Plaintiff agrees to bear all applicable tax liabilities and/or

consequences properly assessed against the corporation arising or resulting from this Agreement and agrees to defend, hold harmless and indemnify the Released Parties from said tax liabilities and/or consequences. Plaintiff shall provide an executed W-9 form.

4. **Complete Agreement.** This Release may be pled as a complete defense and bar to any claims Plaintiff may bring against the Releasees arising in any way from any claims asserted in the Lawsuit or that could have been asserted in the Lawsuit. Plaintiff expressly agrees that no additional payments will be made for Plaintiff's court costs, litigation expenses, or attorney fees.

5. **Confidentiality.** This Agreement and all discussions related to this Agreement, including but not limited to negotiations, offers, prior agreements, whether oral or written, and any and all other terms and conditions subject to this Agreement, shall be kept confidential from all persons and entities other than the parties to the litigation filed at 2024-5317. Plaintiff may disclose such information to 1) its employees and agents, 2) its financial, legal, tax and insurance advisors for the purposes of rendering professional advice or services, 3) to local, state, and federal tax agencies as required by law, and 4) if otherwise required by law or court order. In the event that any Party is required to bring an action or lawsuit or to enforce this Agreement, the language of this paragraph shall not apply to such action or lawsuit.

6. **Non-Admission.** This Agreement shall not in any way be construed as an admission by the Defendant or any other Released Parties of liability or wrongdoing with respect to Plaintiff or any other entity or person, or that Plaintiff had or has any rights whatsoever against the Defendant or the other Released Parties, nor shall this Agreement be admissible in any other proceeding as evidence of an admission of wrongdoing by the Defendant or any of the other proceeding as evidence of an admission of wrongdoing by the Defendant or any of the other Released Parties. Plaintiff understands that the Defendant specifically denies and disclaims any liability to, or any wrongful acts against Plaintiff and that the Defendant's insurance carriers are making the payments herein to avoid further costs of litigation and to compromise what Released Parties regard as doubtful and disputed claims.

7. **Non-Disparagement.** Defendant shall not take any action, engage in any speech, whether oral, written or otherwise, or engage in any conduct which will or may reasonably have the effect of disparaging and/or damaging the name and/or reputation of Plaintiff. Plaintiff shall not take any action, engage in any

speech, whether oral, written or otherwise, or engage in any conduct which will or may reasonably have the effect of disparaging and/or damaging the name and/or reputation of Defendant.

8. **Governing Law.** Plaintiff agrees that should any dispute arise concerning the interpretation of this General Release, the General Release will be interpreted under the laws of the Commonwealth of Pennsylvania and should an injunction or other legal action relating to this Agreement be necessary, the same shall be resolved by the Court of Common Pleas of Cambria County, Pennsylvania. This General Release shall be binding and enforceable under the principles of law applicable to contract and that, subject to any appropriate order protecting its confidentiality, the General Release itself may be used as evidence in a subsequent proceeding in an action alleging a breach of this General Release, so long as this General Release is filed under seal or other measures are taken to ensure the confidentiality of its terms.

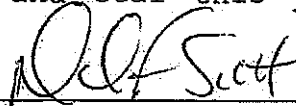
9. **Dismissal of Claims.** Within fifteen (15) days of Plaintiff's and its attorney's receipt of the settlement consideration, counsel for the Plaintiff will file a Praecipe to Settle and Discontinue this case, with prejudice, with the Court of Common Pleas of Cambria County, Pennsylvania, dismissing the lawsuit with prejudice.

10. **Assignment.** This General Release shall inure to the benefit of, and be binding upon, the heirs, executors, administrators and assigns of Plaintiff.

11. **Severability.** Should any provision of this General Release be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of this General Release in full force and effect.

12. **ACKNOWLEDGMENT.** BY EXECUTING THIS RELEASE, PLAINTIFF ACKNOWLEDGES THAT IT HAS CAREFULLY READ THE FOREGOING GENERAL RELEASE AND ALL OF ITS PROVISIONS AND HAS HAD THE OPPORTUNITY TO CONSIDER THIS GENERAL RELEASE, UNDERSTAND THIS GENERAL RELEASE, DISCUSS THIS GENERAL RELEASE WITH LEGAL COUNSEL, RELY UPON ITS COUNSEL'S ADVISE, AND REVIEW ALL OF ITS TERMS, WHICH HAVE BEEN FULLY EXPLAINED AND MADE KNOWN TO IT, AND ARE SIGNING THIS GENERAL RELEASE AS ITS FREE ACT AND DEED, AND THAT IT IS ACCEPTING VOLUNTARILY AND KNOWINGLY ALL TERMS OF THIS GENERAL RELEASE.

IN WITNESS WHEREOF, and INTENDING TO BE LEGALLY BOUND HEREBY,
the parties have set their hands and seal this 13th day of
August, 2026.

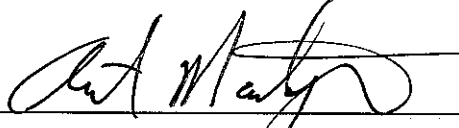


Gibson-Thomas Engineering Co., Inc

PARTNER

Title

Date: 7/17/2026



City Of Johnstown

City Manager

Title

Date: 8/13/26