

**CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA  
RESOLUTION NO. 10792**

**MOVED BY COUNCILPERSON:** King

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN AUTHORIZING THE EXECUTION OF AN AGREEMENT AND GENERAL RELEASE BETWEEN THE CITY OF JOHNSTOWN AND MICHAEL CAPRIOTTI.**

**WHEREAS**, the City and Mr. Capriotti have negotiated an Agreement and General Release to resolve all matters relating to the conclusion of his employment with the City; and

**WHEREAS**, pursuant to the Agreement, Mr. Capriotti will voluntarily resign his position as Assistant City Manager, and the City will provide the compensation and benefits set forth therein in exchange for a full and complete release of all claims against the City and its elected officials, employees, agents, and representatives; and

**WHEREAS**, the Agreement further provides for confidentiality, mutual non-disparagement, waiver of re-employment rights, and other customary terms intended to fully and finally resolve any potential disputes between the parties; and

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Johnstown, Cambria County, Pennsylvania, as follows:

**Section 1.** The Mayor is hereby authorized and directed to execute the Agreement and General Release between the City of Johnstown and Michael Capriotti. The City Manager and Solicitor are authorized to take any and all actions necessary to carry out the intent of this Resolution.

**Section 2.** This Resolution shall take effect immediately upon its adoption.

**RESOLUTION SECONDED BY COUNCILPERSON** Arnone

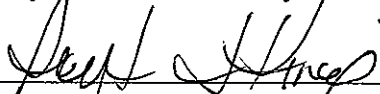
**Roll Call:**

| Spinelli |   |   | Brandon-Taylor |   |   | King |   |   | Arnone |   |   | Barber |   |   | Clark |   |   | Hamacek |   |   |
|----------|---|---|----------------|---|---|------|---|---|--------|---|---|--------|---|---|-------|---|---|---------|---|---|
| Y        | N | A | Y              | N | A | Y    | N | A | Y      | N | A | Y      | N | A | Y     | N | A | Y       | N | A |
|          |   |   | ✓              |   |   | ✓    |   |   | ✓      |   |   | ✓      |   |   | ✓     |   |   | ✓       |   |   |

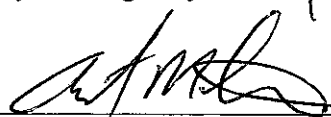
**ADOPTED:** August 12, 2026

**ATTEST:**

I do hereby certify that the foregoing is a true and correct copy of **Resolution No. 10792** as the same adopted by the City Council of the City of Johnstown, Pennsylvania.



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



Arturo Martynuska, City Manager or Jennifer Burkhart, City Clerk

## **AGREEMENT and GENERAL RELEASE**

This Agreement and Release is entered into by and between Michael Capriotti of Johnstown, Pa. (hereinafter "Capriotti"), and the City of Johnstown, its successors and assigns (hereinafter "COJ").

In consideration of the covenants and promises set forth herein, it is hereby agreed as follows:

1. COJ agrees to pay Capriotti the sum of \$30,000.00, plus his accrued vacation and sick days. This payment will have all regular payroll deductions and taxes withheld. Capriotti agrees to immediately resign his position as Assistant City Manager. The COJ also agrees that it will not oppose any unemployment compensation claim of Capriotti,
2. In consideration of the provisions in Paragraph 1 above, Capriotti, on behalf of himself, his heirs, executors, administrators and assigns, hereby releases, acquits and forever discharges the COJ, its City Council, City Manager, employees, agents, representatives, successors and assigns, from any and all claims, expenses (including attorney fees), liabilities, damages of any kind, compensation, actions and causes of action of any nature (collectively, "claims"), under any theory of law, whether common, constitutional or statutory, whether in law or in equity, which he had or held, or has or holds through the execution date of this Agreement.

These claims include, but are not limited to: claims under Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991, the Pennsylvania Human Relations Act, the Pennsylvania Wage Payment and Collection Law, the Americans with Disabilities Act of 1990, as amended, the Family Medical Leave Act of 1993, as amended, the Age Discrimination in Employment Act of 1967, as amended, the Older Workers Benefit Protection Act, the Equal Pay Act, the Employee Retirement Income Security Act of 1974, the Fair Labor Standards Act, the National Labor Relations Act, as amended or any other claim under federal or applicable state law.

3. The parties will keep the terms of this Agreement confidential except as required by law, other than Capriotti may discuss with his attorney, accountant, or immediate family. Capriotti also agrees to waive any rights to rehire with the COJ.
4. Capriotti and the COJ agree that each party will not make any disparaging comments about the other party, including written, oral, or electronic communication, including social media. Capriotti's obligation of non-disparagement under this paragraph includes all members of City Council, the City Manager, and current and former employees of the COJ.

5. Capriotti acknowledges and agrees that he has been advised that he should review this Agreement with his Attorney and he has the opportunity to have up to twenty-one (21) days from the date of receipt of this Agreement to consider executing it, and that he has the opportunity to revoke this Agreement by delivering written notice to the COJ within seven (7) days following the date of his execution of this Agreement. Any such notice shall be directed to the City Manager, City Hall, Johnstown, Pa. 15901.
6. By entering into this Agreement, Capriotti acknowledges that the COJ does not admit to any violation of the laws referred to in Paragraph 2.
7. The provisions of this Agreement are severable. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.
8. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, and any dispute between the parties over the terms of this Agreement shall be subject to the jurisdiction and venue of the Cambria County Court of Common Pleas, Pennsylvania.
9. Capriotti agrees that no promises or representations except those contained in this Agreement have been made to Capriotti in connection with this matter.

\_\_\_\_\_  
Michael Capriotti

\_\_\_\_\_  
Date

City of Johnstown

By: \_\_\_\_\_

\_\_\_\_\_  
Mayor, Rev. Sylvia King

\_\_\_\_\_  
Date

8.13.2026