

RESOLUTION NO. 10760

Moved By Council Person ARNONE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN AUTHORIZING THE SETTLEMENT OF LITIGATION AND APPROVING THE EXECUTION OF A GENERAL RELEASE OF ALL CLAIMS IN THE MATTER OF JOHN A. DEBARTOLA v. CITY OF JOHNSTOWN AND CITY OF JOHNSTOWN PLANNING COMMISSION, G.D. NO. 2023-0777, COURT OF COMMON PLEAS OF CAMBRIA COUNTY, PENNSYLVANIA

WHEREAS, a civil action captioned John A. DeBartola v. City of Johnstown and City of Johnstown Planning Commission, was filed in the Court of Common Pleas of Cambria County, Pennsylvania; and

WHEREAS, the litigation arises from matters related to an incident alleged to have occurred before the City of Johnstown Planning Commission on or about February 16, 2023; and

WHEREAS, the parties have agreed to resolve the matter through a settlement whereby the City of Johnstown will pay to Plaintiff John A. DeBartola in exchange for a General Release of All Claims and dismissal of the lawsuit with prejudice; and

WHEREAS, the City Council of the City of Johnstown has determined that it is in the best interests of the City to resolve this matter through settlement; and

NOW, THEREFORE, BE IT RESOLVED by the City of Johnstown Council, to authorize the appropriate City officers, officials, and legal counsel are authorized to take all actions necessary to

1. Approval of Settlement

The City Council hereby approves the settlement of the litigation captioned John A. DeBartola v. City of Johnstown and City of Johnstown Planning Commission, Civil Action No. G.D. 2023-0777, in the Court of Common Pleas of Cambria County, Pennsylvania.

2. General Release of All Claims and any related settlement documents necessary to finalize the settlement of this matter.

3. Payment of Settlement Amount

The City's Insurer is authorized to issue payment in the amount of \$20,000.00 to John A. DeBartola, subject to the terms and conditions set forth in the General Release.

RESOLUTION SECONDED BY COUNCILPERSON HAMACEK

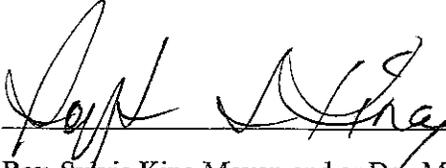
Roll Call:

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

ADOPTED: March 11, 2026

ATTEST:

I do hereby certify that the foregoing is a true and correct copy of Resolution No. 10760 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 or Jennifer Burkhart, City Clerk

GENERAL RELEASE OF ALL CLAIMS

THIS RELEASE is made by Plaintiff, JOHN A. DEBARTOLA, and Defendants, CITY OF JOHNSTOWN and CITY OF JOHNSTOWN PLANNING COMMISSION.

WHEREAS, Plaintiff, JOHN A. DEBARTOLA (“Plaintiff/Releasor”) and Defendants CITY OF JOHNSTOWN and CITY OF JOHNSTOWN PLANNING COMMISSION (“Defendants” or “Defendants/Releasees”) desire fully and finally to resolve and settle all claims and matters between them, including, but not limited to, any claims that were raised or could have been raised in the Complaint and the Amended Complaint that Plaintiff/Releasor filed against Defendants at Civil Action No: G.D. #2023-0777 in the Court of Common Pleas of Cambria County – Civil Division (“Lawsuit”) and captioned: *JOHN A. DEBARTOLA, Plaintiff, v. CITY OF JOHNSTOWN and CITY OF JOHNSTOWN PLANNING COMMISSION, Defendants.*

WHEREAS, Plaintiff/Releasor presented claims against Defendants/Releasees arising out of an incident that occurred February 16, 2023, before the City of Johnstown Planning Commission, as is more fully set forth and described in the Lawsuit;

WHEREAS, the Plaintiff/Releasor and the Defendants/Releasees desire to settle the matters raised in the Lawsuit, together with any and all other matters between the Plaintiff/Releasor and the Defendants/Releasees that might have been raised, that could be raised, that could have been raised, and/or that might be raised in the future relative to the matters that were or could have been raised in the Lawsuit.

NOW THEREFORE, with the foregoing background being incorporated herein by reference and made part hereof, Plaintiff/Releasor, his heirs, executors, beneficiaries, successors, assigns, agents, representatives, attorneys, insurers, spouses, partners, other immediate family

members, and any other person or entity who could now or hereafter assert a claim in his name or on his behalf, and all persons claiming through him, for and in consideration of the total sum of **TWENTY THOUSAND and 00/100 DOLLARS (\$20,000.00)** (the "Settlement Amount") paid to JOHN A. DEBARTOLA, receipt of which is hereby acknowledged, does for himself, his successors, administrators, assigns, heirs and executors, remise, release, and forever discharge the Defendants/Releasees, CITY OF JOHNSTOWN and CITY OF JOHNSTOWN PLANNING COMMISSION and their respective past, present, and future elected & appointed officials, officers, directors, agencies, insurers, attorneys, agents, servants, representatives, employees, partners, predecessors, and successors in interest and assigns, and any and all other persons ("the Released Parties"), of and from any and all past, present, or future claims, demands, obligations, liability, actions, causes of action, liens, rights, damages, costs, attorneys' fees, expenses, and compensation of any nature whatsoever, whether based in tort, contract, under the United States or Pennsylvania constitutions, common law, or any other state, federal or local statutes and from any claims or joinder for sole liability, contribution, indemnity, or other theory of recovery, and whether for compensatory or punitive damages, costs, expenses, or demands of any kind whatsoever, in law or in equity, (including attorney fees and costs of litigation, and interest) which the Plaintiff/Releasor now claims to have, or which may hereafter accrue or otherwise be acquired, on account of, related to or in any way growing out of, or which are the subject of the Lawsuit including, without limitation, any and all known or unknown claims for damages to the Plaintiff/Releasor, and the consequences thereof, which have resulted or may result from the alleged negligent or intentional acts or omissions of the Defendants/Releasees or the Released Parties as set forth in the Lawsuit.

I.

GENERAL RELEASE

Plaintiff/Releasor acknowledges and agrees that the Release set forth herein is a General Release, and further expressly waives and assumes the risk of any and all claims for damages which exist as of this date, but which Plaintiff/Releasor does not know of or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise and which, if known, would materially affect his decision to enter into this Release. Plaintiff/Releasor further agrees that he has accepted payment of the sum specified herein as a complete compromise of matters involving disputed issues of fact and law and fully assumes the risk that the facts or the law may be otherwise than he believes.

This Release, on the part of the Plaintiff/Releasor, shall be a fully binding and complete settlement between the Plaintiff/Releasor and the Defendants/Releasees and all parties represented by or claiming through the Plaintiff/Releasor, save only the executory provisions of this Release.

The Parties agree that the consideration set forth in this Release and Agreement is being exchanged to resolve all claims, known and unknown, by the Parties, including payment of Plaintiff/Releasor's attorneys' fees, costs, and expenses. The Parties warrant that the consideration that Plaintiff/Releasor is receiving represents full satisfaction of all claims against the Released Parties.

The Settlement Amount shall be made payable to Plaintiff/Releasor through a check made payable to JOHN A. DEBARTOLA, which will be issued within thirty (30) days after Plaintiff/Releasor furnishes a fully executed General Release and Plaintiff/Releasor furnishes an

accurate and complete IRS Form W-9 to Defendants/Releasees' counsel. A Form 1099-MISC will be issued to Plaintiff/Releasor.

The Plaintiff/Releasor hereby expressly waives and assumes the risk of any and all claims for damages against the Defendants/Releasees and Released Parties which exist as of this date, but which the Plaintiff/Releasor does not know of or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect his decision to enter into this Release. The Plaintiff/Releasor further agrees that he has accepted payment of the consideration specified herein as a complete compromise of matters involving all disputed issues of law and fact, and he fully assumes the risk that the facts or the law may be otherwise than he believes.

II. TAXABILITY

The Released Parties make no representations or warranties regarding any tax issues related to payments as provided herein, and Plaintiff/Releasor acknowledges that he has not relied on any advice from the Released Parties regarding taxability of the amount to be paid under this Release. The Released Parties are not liable for the payment of any tax on the settlement payment under the Release. Rather, Plaintiff/Releasor understands and agrees that payment of income and other taxes on the settlement payment, if any, shall be Plaintiff/Releasor's sole responsibility and Plaintiff/Releasor agrees to pay all required taxes, if any, in accordance with all Federal, State and Local laws, rules and ordinances and to indemnify and hold harmless the Released Parties from all taxes, penalties, interest or fines arising from such taxes.

III.
DISMISSAL WITH PREJUDICE

The Plaintiff/Releasor agrees to execute with the Defendants/Releasees a Stipulation of Dismissal with prejudice the claims against the Defendants/Releasees, CITY OF JOHNSTOWN and CITY OF JOHNSTOWN PLANNING COMMISSION, in the Lawsuit described above and file same within fourteen (14) days of receipt of the Settlement Amount.

IV.
EXCLUSIVE RIGHT TO RECEIVE SUM SPECIFIED

The Plaintiff/Releasor represents and warrants that, other than as set forth herein, no other person or entity has or has had any interest in the claims, demands, obligations, or causes of action released by or referred to in this Release. Plaintiff/Releasor warrants that he has the sole and exclusive right to receive the sum specified herein; and that he has not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Release.

The Plaintiff/Releasor agrees and acknowledges that he accepts payment of the sum specified in this Release as a full and complete compromise of matters involving disputed issues and any liability, wrongdoing, malfeasance, misfeasance or negligence on the part of the Defendants/Releasees and Released Parties is expressly denied; that neither payment of the sum by the Defendants/Releasees or the Released Parties nor the negotiations for this settlement (including all statement, admissions or communications) by the Defendants/Releasees or their attorneys, insurers, or representatives, shall be considered admissions by any of the said parties;

and that no past or present wrongdoing on the part of the Defendants/Releasees shall be implied by such payment or negotiations.

V.
NO ADMISSION OF LIABILITY

Plaintiff/Releasor and Defendants/Releasees agree and recognize that this settlement is entered into with no admission of liability by the Defendants/Releasees or the Released Parties.

VI.
COSTS, FEES, BILLS AND LIENS

All parties will bear their own costs and fees. The waiver of any claim for attorneys' fees, costs, and interest by Plaintiff/Releasor constitutes a material condition of this Release. The Defendants/Releasees would not have entered into this Release and agreed to pay the amount set forth herein without this waiver of attorneys' fees, interest, and costs. The Defendants/Releasees and the Released Parties are not liable for the payments of any tax on the Settlement Amount paid under this Agreement. Plaintiff/Releasor agrees that payment of income and other federal, state and/or local taxes on the Settlement Amount, if any, shall be Plaintiff/Releasor's sole responsibility, and Plaintiff/Releasor agrees to pay all taxes, if any, in accordance with all federal, state and local laws, rules and ordinances and to indemnify and hold harmless the Defendants/Releasees and Released Parties from all taxes, penalties, interest or fines arising from such taxes. This includes any further tax responsibilities should a tax allocation be challenged by the Internal Revenue Service or any other tax administering agency. Such an allocation shall not affect the validity of this Release nor alter the amounts of any sums paid pursuant to this Release. Further, the Plaintiff/Releasor agrees that the Defendants/Releasees shall not be required to pay

any further sum even if the tax consequences ultimately are assessed in a fashion which are not presently anticipated.

Plaintiff/Releasor represents and warrants that all bills, costs, or liens resulting from or arising out of Plaintiff/Releasor's alleged injuries and claims are the Plaintiff/Releasor's responsibility to pay. Plaintiff agrees to assume responsibility for satisfaction of any and all rights to payment, claims, or liens of any kind, which arise from or are related to payments made to Plaintiff/Releasor or on Plaintiff/Releasor's behalf. Plaintiff/Releasor agrees to assume responsibility for all expenses, costs or fees incurred by Plaintiff/Releasor related to Plaintiff/Releasor's alleged injuries and claims including without limitation, Medicaid, all Medicare conditional payments, subrogation claims, liens, or other rights to payment, relating to any medical treatment or lost wages that have been or may be asserted by any health care provider, insurer, governmental entity, employer or other person or entity. Plaintiff/Releasor agrees to indemnify and hold harmless the Defendants/Releasees and Released Parties from, and to satisfy in full, any and all claims or liens related to this lawsuit presently existing or that might exist in the future against the Plaintiff/Releasor related to the settlement of the Lawsuit by any person, entity, or corporation. The parties agree that neither the Plaintiff/Releasor nor the Defendants/Releasees are aware of any such liens after exercising due diligence in assessing the same.

VII.
ENTIRE AGREEMENT

This Release contains the entire agreement between the Plaintiff/Releasor, Defendants/Releasees and the Released Parties with regard to the matters set forth in it and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives,

heirs, successors, and assigns of each. There are no other understandings or agreements, verbal or otherwise, in relation thereto, between the Plaintiff/Releasor, Defendants/Releasees and the Released Parties.

VIII.
OPPORTUNITY TO SEEK LEGAL ADVISE

The Plaintiff/Releasor represents that he had the opportunity to seek the legal advice of counsel of his choice in entering into this Release. Plaintiff/Releasor further represents that the terms of this Release have been completely read and that those terms are fully understood and voluntarily accepted by the Plaintiff/Releasor.

IX.
CONTROLLING LAW

The parties agree that this Release shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws provisions.

Should any provision of this Release require interpretation or construction, it is agreed by the Parties that the entity interpreting or construing the Release shall not apply a presumption that the provisions hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who prepared the document, it being agreed that all parties have participated in the preparation of all provisions of the Release.

X.
CONFIDENTIALITY

The Parties, and all persons claiming through them agree and understand that all negotiations and discussions resulting in or relating to this Release are confidential and are not to

be discussed, disclosed or disseminated to the extent allowed by law including under the "Right-to-Know Law", 65 P.S. 67.101, *et seq.*

XI.
SEVERABILITY

If any paragraph or clause hereof shall be held invalid or unforeseeable in any jurisdiction, then the meaning of such paragraph or clause shall be construed so as to render it enforceable to the extent permissible. If no permissible interpretation would save such paragraph or clause, it shall be severed from these terms and conditions, and the remainder shall remain in full force and effect. This Release shall be construed that, wherever applicable, the use of the singular number shall include the plural number, and the masculine gender shall be construed to include the feminine or neuter gender.

XII.
BREACH OF TERMS OF RELEASE

Plaintiff/Releasor acknowledges that in the event of a breach of this Release, Plaintiff/Releasor, excluding Plaintiff's right to acknowledge the terms of this Release of Claims pursuant to the language set forth in Paragraph 10, would cause the Defendants/Releasees to suffer irreparable harm and subject the Plaintiff/Releasor to all relief available to the Defendants/Releasees. In the event Plaintiff/Releasor should breach or cause the breach of any of his promises herein, Plaintiff/Releasor shall: (1) agree to temporary or permanent injunctive relief enjoining from breach; and (2) allow the prevailing Defendants/Releasees in any legal action to enforce the terms of this Release or enjoin any conduct in breach of the terms of this Release, and shall be entitled to a recovery of their attorneys' fees and costs associated with the litigation of that action. Likewise, the Defendants/Releasees acknowledge that failure to pay to the

Plaintiff/Releasor the sum specified herein within the prescribed thirty (30) days from the date Plaintiff/Releasor furnishes a fully executed General Release and Plaintiff/Releasor furnishes an accurate and complete IRS Form W-9 to Defendants/Releasees' counsel would be a breach of the terms of the Release Agreement. The Defendants/Releasees also acknowledge that all negotiations and discussions resulting in or relating to this Release are confidential and are not to be discussed, disclosed or disseminated to the extent allowed by law.

XIII.
VOLUNTARY ACCEPTANCE AND EXECUTION

Plaintiff/Releasor hereby declares that he fully understands the terms of this Release. Plaintiff/Releasor agrees that the amount stated herein is the sole consideration for this Release and that he has voluntarily accepted the said sum for the purpose of making a full and final compromise and settlement of all claims.

This Release may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Release may be signed by fax, scanned copy, or other electronic signature by Plaintiff/Releasor.

I HAVE READ THE ABOVE, UNDERSTAND THE SAME, AND AGREE TO BE LEGALLY BOUND BY ALL OF THE TERMS OF THIS RELEASE.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 11th day of

March, 2026.

WITNESS:



By:


JOHN A. DEBARTOLA