

MINUTES
Special Board Meeting
CATASAUQUA AREA SCHOOL DISTRICT
Tuesday, March 16, 2021
Held Virtually at 6:00 P.M.

1. **CALL TO ORDER** **Duane Deitrich, President**
President, Duane Deitrich Called the Meeting to Order at 6:02 P.M.

2. **PLEDGE OF ALLEGIANCE TO THE FLAG**
The Pledge of Allegiance was given

3. **ROLL CALL**

Board Members		Non Board Members	
Carol Cunningham	V	Robert J. Spengler	V
Duane Deitrich	V	Dave Knerr	V
Jason Bashaw	V	Christina Lutz-Doemling	V
Lauren Cieslak		Lois Reed	V
Christy Cooper	V	Kathleen Kotran	V
Jillian Emert	V	Wayne Karess	V
Dale Hein	V	Eric Dauberman	
Donald Panto	V	Melissa Inselmann	
Shawn McGinley		Adam Schnug	
Student Representatives		Shelley Keffer	
Janessa Ortiz		Thomas Moll	
Trista Graser-Jewell		Ronald DeMaio	
		Kimberly Mooney	

V=Virtual (present)

4. **NOTICE OF EXECUTIVE SESSIONS**
None

5. **AUDIENCE INPUT ON AGENDA ITEMS**
None

6. **BOARD APPROVALS**

A. INTENT TO AWARD BID/CONTRACT –ALUMNI FIELD RENOVATION PROJECT GENERAL CONTRACTOR

(1) Determine that the lowest responsible bidder for such contract is Uhrig Construction, Inc. and (2) Award the General Construction contract for the Alumni Field Renovation Project - to Uhrig Construction, Inc. in the amount of \$639,000.00, conditioned upon Uhrig Construction, Inc. providing in a timely manner all bonds, insurance certificates, certifications, clearances, and other documents required under the contract documents.
Subject to the approval of the Borough of Catasauqua as to the interference of the Waterline easement (added language)

MOTION BY: Cunningham SECONDED BY: Emert

** At this point Dale Hein questioned Mr. Spengler about an update on the right of way. Mr. Spengler responded that he and Jamie (James) Lynch, Supervisor D'Huy Engineering, both have calls into Steve Travers, Catasauqua Borough Manager, neither have heard back from Mr. Travers yet.*

Mr. Hein then asked Mr. Spengler, how does that affect if they do not allow it and Mr. Spengler turned the question over to Mr. Jamie Lynch to answer.

Mr. Lynch - the pipe is not under the building, and from the conversation today there was not concern with accessing the pipe because of its location between the curb and the edge of the building. We do not have a formal notice from the Borough, and I do not see any issues.

Mr. Hein - what if they do deny it.

Mr. Lynch - if they do deny it then Catasauqua SD would not be able to put the addition in. We can hold off on this until and wait until we receive something from the Borough.

Mr. Deitrich then asked, what do you think the probability is if we would have some type of issue.

Mr. Lynch responded, I think the pipe is perfectly accessible it's been replaced within the past 10 years it's a straight run of pipe and after talking to the authority representative today, there was not a great concern. If we need to follow up tomorrow again with Mr. Travers, because he has not been able to respond as of yet, we can solidify that for you but one option is to award on the basis of receiving that from the borough.

Mr. Hein then asked Mr. Knerr, what's your opinion on building the building in the right away.

Mr. Knerr - you are not going to do that. I agree with what Jamie said, if there's a concern that we need to have their approval, then your approval of any of these contracts should be subject to you getting right of way.

Mr. Hein - I don't know if you realize it, but the building is in their right of way

Mr. Knerr – yes that cannot happen, we have to get their approval

Mr. Lynch – let's just make sure we use the appropriate terms. It is in a waterline easement let's not confuse that with a right of way. They are similar but they are definitely different.

Mr. Knerr – OK, so you're saying there's an easement underneath where the building is going to be.

Mr. Lynch There is an easement on either side of the waterline for the purposes of being able to access the waterline if it ever needs to be repaired. The waterline is not underneath the building or the building foundation, it is next to it. We will be partially exposing it when we build the building, but it will still be accessible after the building is in place for repairs.

Mr. Knerr – So are you saying Jamie, we are within the scope of the easement? It does not sound like we are interfering with the easement at all there, are we?

Mr. Lynch – No, correct. The building is within easement on either side of the pipe, but we are not on top of the pipe such that it cannot be accessed. So if a repair needed to be made for instance, in a straight run of pipe, we do have a sidewalk that's next to it that will have to come up in order to enact the repair. The building itself would not be moved in order to enact the repair on a pipe.

Mr. Knerr – Is there some kind of written language about the exact scope of this easement, or is it just marked on some plan as “waterline easement” without anything further being said?

Mr. Lynch – I don't know what has been done in the past with respect to the easement, I believe the width of the easement is either 20 or 25 feet and that's usually so that you have a machine that can parallel the line and remove it, but there is certainly space in order to enact repair. Sorry, I don't know anything about prior language, but that is what we are trying to get from Mr. Traverse.

Mr. Spengler – Believes this is from when we were required to put in a new waterline probably seven or eight years ago. It may have been the Transportation/Pole building renovations. They required us to put in a new waterline in and then an easement to go along with it.

Mr. Knerr – was not aware that what we are doing here would interfere with it

Mr. Hein – We are within 4 feet of the water line Dave. It's within 4 feet of the line and the easement I had heard 30 feet, but I am not 100% sure of that, which would mean we would have to be 14 feet off that line. So the building will be in the easement.

Mr. Spengler – Yes, there is no question about that, the building will be within the easement. It is not an issue with regards to the accessibility to the line itself. When I talked with Jeff Machose today, he is not concerned with actually having a sidewalk on top, it is the accessibility. There should be correct terminology ... “Condition Upon”

Mr. Knerr – In an ideal world, I mean if you really wanted to paper this thing right, you would revise the easement giving them additional land on the other side so if there was some issue about having access it wouldn't be too tight of an area to be able access it or whatever. In an ideal world, you would get them to specifically wave off what we want to do is OK and record that. That would be ideal. More practically at a minimum you would want to have something from them in writing approved by council that says “we approve what you want to do” as not being inconsistent with our easement. Because you really don't want to find yourself in a spot where somebody says ok, move your building.

Mr. Deitrich – so does that impact the Motion that's on the Agenda, does that have to be amended to put those conditions in?

Mr. Knerr – well I mean if the concern is that you have is if they don't agree to let you do this, then we really can't go forward with this project. Then you don't want to have a contract that we sign with somebody that says, building something then we have to tell them stop. You should make all of these approvals subject to the approval of the Borough or delay the approval until you receive the approval of the borough.

Mr. Lynch – I suggest to make it subject to the approval of the borough.

Mr. Knerr - I don't have a problem with either of those.

Mr. Bashaw – Before we go on, so if we amended and we approve it with the intent that they're going to approve it that somebody, does that have to go through council and get a written agreement. When is the next time council meeting?

Mr. Hein - first Monday of the month so they're actually having a voting meeting on the last Monday of this month and their regular meeting is the first Monday of the month next month.

Mr. Bashaw – How far will this push us back?

Mr. Knerr – I think what Jamie is suggesting makes sense, the contractors can get their act together and start getting their paperwork done. We would not sign the contract until we knew there was not going to be a problem. There is no reason to stop the process now. I do not anticipate there being a problem. I think it would be ok for us to go forward and award the contract upon us receiving the approval of the borough to construct the building even though it is impinging in the easement. They would need to agree our activities are, are not in fact impinging on their easement and they waive any claim that it does. If they do that, then we will actually be ready to sign any contracts and go forward.

** At this point, a motion to Amend the original Motion to Item 6A- **Intent to award bid/contract – Alumni Field Renovation Project General Contractor** to include the language of at the end, subject to the approval of the borough of Catasauqua as to the interference of the Waterline easement*

ROLL CALL VOTE

*MOTION BY: Cunningham SECONDED BY: Emert
AYE: Bashaw, Emert, Cooper, Cunningham, Hein, Panto, Deitrich
NAY: 0
Seven Ayes, Zero Nays, Motion carried*

B. INTENT TO AWARD BID/CONTRACT –ALUMNI FIELD RENOVATION PROJECT ELECTRICAL CONTRACTOR

- (1) Determine that the lowest responsible bidder for such contract is Wind Gap Electric, Inc. and (2) Award the General Construction contract for the Alumni Field Renovation Project - to Wind Gap Electric, Inc. in the amount of \$189,985.00, conditioned upon Wind Gap Electric, Inc. providing in a timely manner all bonds, insurance certificates, certifications, clearances, and other documents required under the contract documents.
- (3) Award the addendums #1 in the amount of \$3,054.00, and #2 in the amount of \$139,200.00, conditioned upon Wind Gap Electric, Inc. providing in a timely manner all bonds, insurance certificates, certifications, clearances, and other documents required under the contract documents.

Subject to the approval of the Borough of Catasauqua as to the interference of the Waterline easement (added language)

** At this point Mr. Spengler pointed out an incorrect amount for Wind Gap Electric Inc. from \$189,985.00 to the correct amount of \$126,206.00.*

ROLL CALL VOTE

*MOTION BY: Hein SECONDED BY: Cunningham
AYE: Cunningham, Bashaw, Hein, Cooper, Emert, Panto, Deitrich
NAY: 0
Seven Ayes, Zero Nays, Motion carried*

C. INTENT TO AWARD BID/CONTRACT –ALUMNI FIELD RENOVATION PROJECT MECHANICAL CONTRACTOR

(1) Determine that the lowest responsible bidder for such contract is ASL Refrigeration, Inc. and (2) Award the General Construction contract for the Alumni Field Renovation Project - to ASL Refrigeration, Inc. in the amount of \$211,899.00, conditioned upon ASL Refrigeration, Inc. providing in a timely manner all bonds, insurance certificates, certifications, clearances, and other documents required under the contract documents.
Subject to the approval of the Borough of Catasauqua as to the interference of the Waterline easement (added language)

ROLL CALL VOTE

*MOTION BY: Cunningham SECONDED BY: Emert
AYE: Cunningham, Emert, Panto, Hein, Cooper, Bashaw, Deitrich
NAY: 0
Seven Ayes, Zero Nays, Motion carried*

D. INTENT TO AWARD BID/CONTRACT –ALUMNI FIELD RENOVATION PROJECT PLUMBING CONTRACTOR

(1) Determine that the lowest responsible bidder for such contract is Integrity Mechanical, Inc. and (2) Award the General Construction contract for the Alumni Field Renovation Project - to Integrity Mechanical, Inc. in the amount of \$189,985.00, conditioned upon Integrity Mechanical, Inc. providing in a timely manner all bonds, insurance certificates, certifications, clearances, and other documents required under the contract documents.
Subject to the approval of the Borough of Catasauqua as to the interference of the Waterline easement (added language)

ROLL CALL VOTE

*MOTION BY: Cunningham SECONDED BY: Cooper
AYE: Emert, Hein, Bashaw, Cooper, Cunningham, Panto, Deitrich
NAY: 0
Seven Ayes, Zero Nays, Motion carried*

7. PRESENTATION/AUDIENCE INPUT ON AGENDA

None

8. RECOGNITION OF GUESTS & VISITORS

Jamie Lynch, Supervisor D'Huy Engineering- Thanked the Board and Administrative team and the committee that worked very hard on the Alumni Field Project.

** Mr. Bashaw had a question regarding the Score Board selection on the two options available. Mr. Lynch responded we have not made the final selection. It will be brought to a subsequent meeting. He also inquired to see if we had reached out to FedEx to see if they would help out with any of these costs since they are driving all around on our roads and their presence are always there. Mr. Spengler added we do have folks working on it.*

Mr. Hein also noted how the visiting team side bleachers are being removed at the Alumni Field.

9. ADJOURNMENT

MOTION BY: Cunningham SECONDED BY: Emert

Motion carried

Time Adjourned: 6:26 P.M.

Respectfully submitted,

Jason Bashaw
Secretary