

**HOUSING AUTHORITY OF THE BOROUGH OF CLEMENTON  
SPECIAL MEETING  
NOVEMBER 10, 2015**

Chairman Schmidt called the Special Meeting of the Housing Authority of the Borough of Clementon to order at 6:00PM and announced that the meeting has been properly advertised and posted pursuant to N.J.S.A., 10:4-6, the Open Public Meetings Act. The meeting was held at the John Leshar Senior Center located at 49 Berlin Road, Clementon, New Jersey.

Salute to the flag.

Upon roll call the following were present: Vice-Chairman Cater, Commissioner Armbruster, Commissioner Casella (via telephone), Commissioner Closs, Commissioner Nicholson, and Chairman Schmidt (via telephone). Absent: Commissioner Watson. Also present at this meeting were William J. Harris, Executive Director and Anthony Ogozalek, Jr., Solicitor (via telephone).

Chairman Schmidt stated that the purpose of this meeting is to award the elevator maintenance contract and review the two bids that we received for 2016 – 2018.

**Bid Packets Received:**

- 1) Otis Elevator, our current elevator company, returned their bid via e-mail; however their bid was incomplete. They sent their standard form contract with a price quote which represents a 10% price reduction to their current monthly service fee. Mr. Harris reported that in reviewing the bid packet with Ron Miller from the Vineland Housing Authority, there were a significant number of missing documents not signed. Both Mr. Harris and Ron Miller agreed that the bid was incomplete because it did not meet the scope of service.
- 2) Brandywine Elevator submitted a bid for \$490.00 per month; they were referred to us by the Collingswood Housing Authority which has a building similar to ours.

We did not receive a bid from Standard Elevator out of Clifton or Kone Elevator out of Philadelphia. Both of these companies requested a bid packet, but chose not to submit a bid or visit the building.

Commissioner Casella was concerned that the price from Brandywine Elevator was less than 50% of the price that Otis quoted. Mr. Harris said that he had a similar reaction but they said that is the price. He went on to say that they inspected the building and we made it very clear that we would be scrutinizing their bills to make sure that they do not submit an invoice billing us for things that are included in the monthly package.

Commissioner Casella asked if the items included in the scope are the same as Otis Elevator; Mr. Harris said no there are different items in Brandywine's scope.

Chairman Schmidt asked what was incomplete with the bid from Otis Elevator; Mr. Harris said that there were a series of State bidding documents missing.

Commissioner Closs asked when the contract with Otis Elevator expired; Mr. Harris said that the contract expired last year and that we are on a month to month contract at this time. However, Otis Elevator

contends that their contracts automatically renew for a period of three years. Mr. Harris stated that is in conflict with State law. Mr. Harris added that this is one of the things that Mrs. Wooster left for him to follow up on. Chairman Schmidt asked if a three year contract is legally allowed; Solicitor Ogozalek, Jr. said yes it is.

Commissioner Casella asked if it is possible that Otis Elevator could sue us; Solicitor Ogozalek, Jr. said yes it is but the contract is not valid, they are going off of something from before and putting aside their contention that it automatically rolls over for three years, it has not been signed for a long time.

Chairman Schmidt asked if we owe Otis Elevator and money and did we make arrangements to pay them on a quarterly basis. Mr. Harris said yes that we made one quarterly payment and one payment remains on the current contract in the amount of \$4,032.00. He went on to say that the new contract with Brandywine Elevator would begin on January 1, 2016 and the quote is good for 60 days; the contract with Otis Elevator ends on January 16, 2016 so he will have to see if Brandywine Elevator will hold their price until January 16, 2016. Commissioner Armbruster suggested that we execute Brandywine's contract on January 1, 2016 and terminate Otis' contract on January 16, 2016 in order to get the full benefit of what we paid for; just let the contracts overlap for 15 days. Mr. Harris said that we made the payment to Otis Elevator for the quarter that ends on January 16, 2016 so as far as he is concerned we would not owe them any more money at that point. A discussion followed.

Chairman Schmidt asked for a motion to approve the contract for Brandywine Elevator if no one else had any questions or comments. Commissioner Armbruster, seconded by Commissioner Closs, made a motion to approve the contract with Brandywine Elevator in the amount of \$490.00 per month to begin January 1, 2016. Roll call vote: Ayes: Vice-Chairman Cater, Commissioner Armbruster, Commissioner Casella, Commissioner Closs, Commissioner Nicholson, Chairman Schmidt. The motion carried.

**PUBLIC**

Chairman Schmidt opened the meeting to the public, seeing no public, the meeting was closed to the public.

Commissioner Armbruster, seconded by Vice-Chairman Cater, made a motion to adjourn at 6:15PM. Voice vote: All ayes.

Respectfully submitted,



William J. Harris  
Secretary