

Print Management Solutions
P O Box 350
Trexlerstown, PA 18087

Open Record Officer
SOMERS POINT CITY
1 West New Jersey Ave
Somers Point, NJ 08244

AUG 02 2017

Due 8/11/17


06/15/2017

Re: NJ Open Records Law

Dear Open Records Officer,

Under the provisions of the NJ Open Records Law. We are requesting access to the following information: We are asking for information about your **mail machine**, or postage equipment from Manufacturers Neopost, Hasler, MailFinance, Francotyp Postalia (FP Mailing), or Pitney Bowes

A copy of the MOST RECENT, CURRENT lease agreements or Most Recent Purchase Order for your current mailing equipment which shows lease commencement date and term of contract for mail machine from vendors Neopost, Hasler, Pitney Bowes, FP Mailing

Or

If the equipment was purchased, we are requesting a copy of your MOST RECENT meter rental bill, equipment rental bill, and maintenance / service contract bill or bill from last service call.

We will entertain suggestions you feel will make my request more responsive and thereby ensure that you can meet our request. If possible we would like to have the data sent to us at the address below.

Please email your request to me at adorward@printandmailing.net or mail to my attention at:

Print Management Solutions
Attn: Amy Dorward
P O Box 350
Trexlerstown, PA 18087

If all or any part of this request is denied, please cite the specific exemption(s) that you think justifies your refusal to release the information, and inform me of the appeal procedures available to me under the law.

We would appreciate you handling this request as quickly as possible, and look forward to hearing from you.

Respectfully,

Amy Dorward
P O Box 350
Trexlerstown, PA 18087



Lessee ("We" or "Us"): ☒ Marlin Leasing Corporation - Northeast Division
350 Fellowship Rd. - Mount Laurel, NJ 08054
www. .com 855.470.9111 - Fax: 855.470.1100

Business Bank
E. Cottonwood Hwy, Ste 120-Balt Lake City, UT 84121
801.451.1722

- Processing Office
1600 JFK Blvd.
2 Penn Ctr, Ste 330
Philadelphia, PA 19102

FP Post Base Mail Machine

Company Name (Exact business name): City of Somers Point

991102

Address: 1 West New Jersey Ave

Somers Point

NJ 08244

Phone: 6099279088

Fax: 609-927-4014

☐ Corp.

☐ Limited Liability Corp.

☐ Partnership

☐ Prop.

Equipment Location: 1 West New Jersey Ave, Somers Point, NJ 08244

Address: PO Box 435, Somers Point, NJ 08244

Vendor: 360 Business Solutions

Lease Term (Mos.)	Total No. of P	Is	Amount of Each Pmt.	Advance Rentals	Security Deposit	Payment Frequency
60	20		\$31.00 (plus applicable taxes)	\$0.00 First \$ Last \$ month(s)	\$0.00	Quarterly

TERMS OF LEASE

1. You (the customer) want to acquire the above equipment from the above vendor. You want us (one of the lessors identified above) to buy it and then lease it to you. This Lease will begin when the equipment is delivered to you and will continue for the entire Lease Term plus any interest rent period. You will not receive your payment by its due date, there will be a late fee equal to the greater of \$25.00 or 15% of the late amount (or, if less, the maximum amount allowable under law) which you agree is a reasonable estimate of the costs we incur with respect to late payments and is not a penalty. Upon your request, we will waive the first assessed late charge. We may charge you a partial payment (interest rent) for the time between delivery and the due date for the first regular payment. You agree that we may adjust the payment amount above if the final equipment cost varies from the amount the payment was based upon. This Lease is not binding on us until we sign it. To accept this Lease, you shall sign to accept your loan signature and have signed it will be considered as good as your original signature and admissible in court as conclusive evidence of this Lease.

2. (a) Unless we have given you a written option to buy the equipment at the end of the Lease Term for \$1.00, you must notify us by certified mail between 90 and 180 days prior to the end of the Lease Term if you intend on returning the equipment. If you do not notify us, the Lease will automatically extend for 12 months under the same terms and conditions. If you give us the proper and timely notice, then at the end of the Lease Term it is a return and to a location designated by us. You agree to reimburse us for our costs to reestablish returned equipment for damage beyond normal wear and tear. You are solely responsible for removing all debris/images stored on the equipment prior to its return. (b) You agree the security deposit will not bear interest and that we may apply it to any amount owed to us, and should we do so, you agree to restore the security deposit to its original amount. You may request the return of the security deposit only after all of your obligations under this Lease have been met in full.

3. You shall select the vendor and the equipment. You asked us to buy it. We are not related to the vendor and we cannot get a refund, nor the vendor allowed to waive or modify any terms of this Lease. Therefore, the Lease cannot be canceled by you for any reason, even if the equipment fails or is damaged and it is not your fault. We are leasing it to you "as is" and we disclaim all express and implied warranties, including any warranty of merchantability or fitness for a particular purpose. You are responsible for fabrication and all service. The vendor may have given you warranties. You may contact the vendor to get a statement of all warranties, if any. We assign to you any warranties the vendor may have given us. You shall make any repairs to the equipment's performance directly with the vendor. You promise that the equipment will be used only for business and not for personal, or household purposes. You will keep and use the equipment only at the above address and not move it or return it to prior to the end of the Lease Term. Your payments may include amounts you owe to the vendor under a separate maintenance, service and/or supply agreement. We may invoice such amounts on the vendor's behalf for your convenience. You agree that any claims related to the equipment or service or supplies will not impact our obligation to pay us the full amount due under this Lease.

4. If

you will be in default and you agree that we may (i) repossess or disable the equipment and/or (ii) directly debit (charge) your bank accounts and/or use you for all past due payments and other charges and all payments due in the future to the end of the Lease Term, plus our legal and collection costs. If you are in default and/or do not meet your end of term obligations, we may also directly debit and/or sue you for the "residual" (end of term) equipment value. You agree to pay (i) a convenience fee of \$10 for any payment you elect to make by telephone and (ii) a charge of \$30 if any payment made by ACH or check is dishonored or returned. This Lease shall be governed by the laws of the Commonwealth of Pennsylvania (where we have an office and accepted this Lease). You agree that any suit relating to this Lease shall be only in a state or federal court in Pennsylvania. You irrevocably and submit to the jurisdiction of such courts and you waive any claim that any such court is an inconvenient or improper forum, back party, or right to a jury trial. We will have the right to the equipment at all times. This is a "true lease" and not a lease or installment sale. You grant us a first priority security interest in the equipment, and not a lease or installment sale. You agree this is a "true lease" under Article 2A of the UCC. You waive all UCC rights and remedies you may have, including those in Sections 2A-609 through 2A-627.

5. You must pay us for all sales, use, property and other taxes (and any penalties) relating to the Lease and the equipment. We may adjust this Lease and the payment above to finance for you any taxes and fees due at Lease inception. We may bill you based on our estimate of the taxes and fees. We may also require you to obtain insurance to cover up to \$25,000. Unless we have given you a written option to buy the equipment at the end of the Lease Term for \$1.00, we will be entitled to all tax benefits. If you do anything to lose these benefits, you will promptly indemnify (pay) us an equivalent amount. If we give you a \$1.00 purchase option, we may require you to file all personal property returns. You accept all risks of loss, injury or damage caused by the equipment and shall indemnify us for all such and other liabilities arising from the same. This indemnity will continue even after the Lease has ended. You must maintain adequate public liability insurance naming us as "additional insured". You must keep the equipment insured against all risks of loss in an amount equal to the replacement cost and have us listed on the policy as "loss payee". If you do not give us proof of the required insurance within 30 days after the Lease commences, then depending on the original equipment cost we may either (i) obtain insurance to cover our interests and charge you a fee for such coverage (including a monthly administration fee and a profit to us) or (ii) change you a monthly non-compliance fee up to \$40 (which provides no insurance). You can cancel the insurance coverage at any time by delivering the required proof of insurance.

6. Since this Lease is based on your own credit rating, you may not assign (transfer) the Lease to anyone else. We may sell or transfer our rights but none of our obligations. Those obligations will continue to be ours. The rights we pass on to the new entity will not be subject to any defenses, claims or set-offs you may assert against us. All prior conversations, agreements and representations relating to this Lease or the equipment are integrated herein. None of the terms of this Lease shall be changed or modified except in writing duly executed by you and us. Any action by you against us must be within one (1) year after the date of the Lease.

I HEREBY PERSONALLY AND UNCONDITIONALLY GUARANTEE ALL AMOUNTS OWED BY THE LEASING CUSTOMER UNDER THIS LEASE. I AGREE THAT THE LESSOR MAY EXTEND, TRANSFER AND ASSIGN THE LEASE AND I AGREE TO BE BOUND BY ALL SUCH CHANGES. I WAIVE ALL NOTICES, INCLUDING NOTICES OF DEMAND AND DEFAULT. I AGREE THE LESSOR MAY PROCEED AGAINST ME SEPARATELY FROM THE LEASING CUSTOMER. I HAVE AUTHORIZED THE LESSOR AND ITS AFFILIATES AND DESIGNEES TO USE MY CREDIT REPORTS FROM TIME TO TIME IN ITS CREDIT EVALUATION AND COLLECTION PROCESSES, AS WELL AS TO OFFER FUTURE CREDIT PRODUCTS AND SERVICES. I AGREE THAT THE LEASE AND PERSONAL GUARANTEE SHALL BE GOVERNED BY THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA AND ANY SUIT RELATING TO THE LEASE OR PERSONAL GUARANTEE SHALL BE BROUGHT ONLY IN A STATE OR FEDERAL COURT IN PENNSYLVANIA AND I IRREVOCABLY CONSENT AND SUBMIT TO THE JURISDICTION OF SUCH COURTS, AND I WAIVE TRIAL BY JURY. I AGREE THAT MY SIGNED SIGNATURE SHALL BE CONSIDERED AS GOOD AS MY ORIGINAL SIGNATURE AND ADMISSIBLE IN COURT AS CONCLUSIVE EVIDENCE OF THIS PERSONAL GUARANTEE.

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GUARANTOR (BY Print Name) William E. Swann Signature (Indicate No Title) City Administrator Date 1-3-14

LEASING CUSTOMER, I CERTIFY TO THE LESSOR THAT THE EQUIPMENT HAS BEEN DELIVERED AND IS FULLY PAY THE VENDOR AND COMPLY WITH THE

William E. Swann City Administrator 1-3-14

Equipment Delivery Date