

**TOWNSHIP OF DENNIS**

**TOWNSHIP COMMITTEE  
WORKSESSION AGENDA**

**MAY 06, 2014**

**6:30 P.M. (prevailing time)**

**CALL TO ORDER:**

Mayor's announcement: The notice requirements provided for in the "Open Public Meetings Act" have been satisfied. Notice of this meeting was properly given in Resolution No. 2013-148 entitled the Annual Meeting Notice which was adopted by the Dennis Township Committee on December 17, 2013. A meeting notice has been published and posted in accordance with the act.

**FLAG SALUTE:**

**ROLL CALL OF MEMBERS PRESENT:**

\_\_\_ Germanio, F.; \_\_\_ Teefy, B.; \_\_\_ DiCicco, A.; \_\_\_ O'Connor, B.; \_\_\_ Murphy, J;

**SPECIAL PRESENTATIONS OR DISCUSSIONS:**

None.

**DEPARTMENTAL REPORTS AND PROJECT UPDATES:**

**Administration & Finance:**

Discuss correspondence from the Partnership for the Delaware Estuary to do a study (Mid-Atlantic Coastal Wetland Assessment "MACWA") on Block 1, Lot 30 owned by the Township of Dennis thru foreclosure.

Review proposed Application for Coin Drops.

**WORKSESSION AGENDA  
PAGE TWO**

**Public Works:**

Nothing Pending.

**Legal:**

Review the Draft Ordinance for Comcast renewal.

Discuss correspondence from American Tower regarding potential purchase of a long-term easement of the leased property.

**Senior Center:**

Nothing Pending.

**Engineering:**

Nothing Pending.

**RESOLUTIONS:**

None.

**ORDINANCES:**

Scheduled for Public Hearing on 05/20/2014 –

ORDINANCE NO. 2014-05 - AN ORDINANCE OF THE TOWNSHIP OF DENNIS, COUNTY OF CAPE MAY, AND STATE OF NEW JERSEY ESTABLISHING THE COMPENSATION OF THE OFFICERS AND EMPLOYEES OF THE TOWNSHIP OF DENNIS

**MOTION TO ADJOURN THE MEETING:**



## PARTNERSHIP FOR THE DELAWARE ESTUARY

9 April 2014

Jacqueline Justice  
Municipal Clerk  
Township of Dennis  
571 Petersburg Road  
Dennisville, NJ 08214

Dear Jacqueline Justice:

This letter seeks to describe the study that the Partnership for the Delaware Estuary is interested in performing on a foreclosed property within Dennis Township, so that when the owner of this parcel is identified, he/she may grant us permission to enter the property for these purposes.

The Partnership for the Delaware Estuary (PDE) is a regional nonprofit that leads science-based and collaborative efforts to improve the tidal Delaware River and Bay. PDE hosts a project called the Mid-Atlantic Coastal Wetland Assessment or MACWA. It is a multifaceted scientific study being conducted by PDE to help us understand the overall health and function of wetlands in our region. As part of MACWA efforts, we are performing rapid assessment methodology (RAM) to identify the quality of wetlands near Dennis Creek. RAM studies are done by randomly generating several points in the desired area and collecting a suite of characteristics related to wetland health. More information about RAM methods and previous findings can be found on our website: <http://delawareestuary.org/Wetlands> (click on the "Data and Reports" tabs to download reports).

The point of interest referred to in this letter is one of 30 randomly generated for our RAM study of Dennis Creek. It falls within a parcel that is described by the Cape May County tax parcel data list as belonging to the Township of Dennis, as it is in foreclosure. The parcel identification code is 0504\_1\_30 (PAM\_PIN; municipal, block, and lot number). The GPS coordinates of the point and other pertinent information are below:

Site ID	Long.	Lat.	Property Address	Property Owner	Owner Address
DEN-3028	-74.8939	39.1895	EAST CREEK (ALONG)	TOWNSHIP OF DENNIS	571 PETERSBURG RD, Dennisville, NJ 08214

Each RAM point is only visited once. Nothing is removed or harmed during this process, which takes approximately two hours to complete. We aim to perform these studies in July, weather and scheduling permitting. We are not soliciting funds; we are only requesting permission to enter the property and perform our study.

Following this letter you will find a map that highlights the exact location of the parcel in question. I would also be happy to supply any additional information you may require in order to complete this request. Thank you for your time.

Sincerely,

A handwritten signature in black ink, appearing to read "LeeAnn Haaf". The signature is stylized with a large, sweeping initial "L" and "H".

LeeAnn Haaf

Wetland Specialist

[lhaaf@delawareestuary.org](mailto:lhaaf@delawareestuary.org)

Ph: 302-655-4990 ex 107

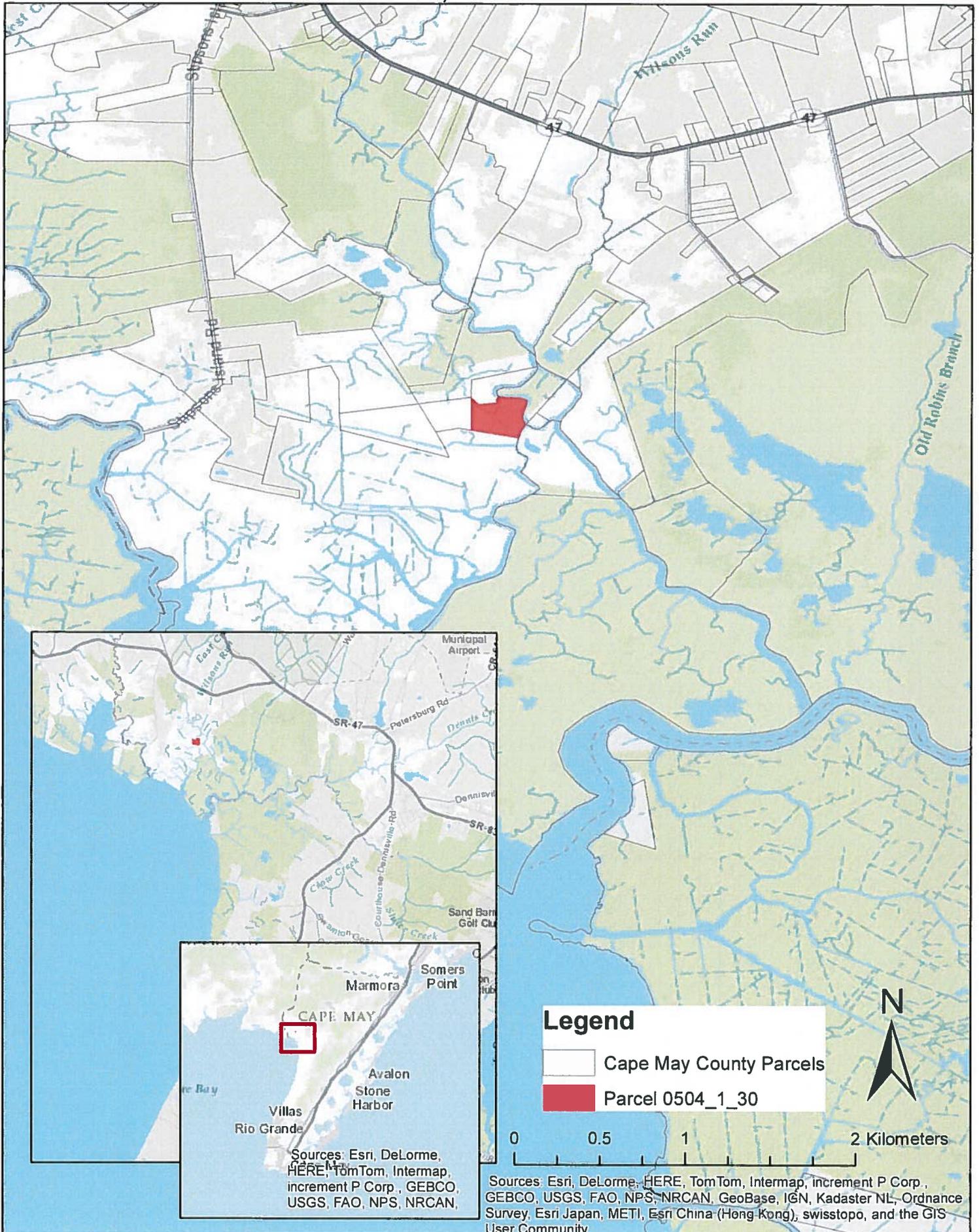
Cell: 609-682-3188

Partnership for the Delaware Estuary

110 S. Poplar St., Ste 202

Wilmington, DE 19801

# Parcel 0504\_1\_30; Foreclosure Property Dennisville, NJ/Dennis Creek



Township of Dennis  
PO Box 204  
571 Petersburg Rd.  
Dennisville, NJ 08214  
609-861-9700  
609-861-9717 (fax)

## APPLICATION FOR COIN DROP/TOSS

Type of Organization:

- Volunteer emergency responder
- Civic Group
- Athletic Organization
- Other \_\_\_\_\_

Type of Nonprofit Organization

Applicant: Name of Organization \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Phone # \_\_\_\_\_

Name, contact number, cell number, email address of the Responsible Party for the Charitable Organization

Name \_\_\_\_\_ Contact # \_\_\_\_\_

Email Address \_\_\_\_\_ Cell # \_\_\_\_\_

Date(s) of the coin drop/toss (Day/Month/Date/Year)

\_\_\_\_\_

Starting time for the coin drop/toss \_\_\_\_\_

Ending time for the coin drop/toss \_\_\_\_\_

\*Coin toss/drops are only to be conducted during daylight hours.

Exact location scheduled solicitation event \_\_\_\_\_

Note: participation by persons under age 18 is not permitted.

Purpose of the scheduled solicitation event \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attached to Application:

Yes  No A current Certificate of Insurance from a reputable insurance company authorized to transact business in the State of New Jersey, evidencing liability insurance coverage to the Applicant organization and naming the Township of Dennis as an additional insured, for the solicitation dates, in an amount not less than One Million Dollars (\$1,000,000).

Yes  No A signed and notarized Indemnification, Defense, and Hold Harmless Agreement form, executed by an appropriate officer or official of the organization, setting forth his/her name, title, address, contact phone numbers (home, work and cell) and email address.

The organization shall place two (2) warning signs, the first of which shall indicate "charitable solicitation 500 feet ahead" and a second sign following which shall identify the organization conducting the solicitation. Participants must obtain and wear reflective safety vests in accordance with New Jersey Department of Transportation standards.

Yes  No A map location showing the names of the intersection/road(s) affected by the solicitation. The map must display the location of the existing traffic signals/signs and the proposed location of the cones/barriers/solicitation signs, known or expected safety hazards, and contain an identifying legend.

Yes  No If the coin drop/toss is to be conducted along a County roadway, the applicant must provide Township of Dennis with Cape May County approval before the day on which the coin drop/toss is to take place.

Yes  No Copy of acknowledgement from NJ State Police regarding the event.

The following authorized agent for the Applicant hereby certifies that he/she has full authority to sign this application and hereby further certifies that the foregoing statements are true.

\_\_\_\_\_  
Applicant or Authorized Agent for Applicant

\_\_\_\_\_  
Print name of signer

\_\_\_\_\_  
Date



## Safety Director Bulletin

One in a series of safety bulletins from your Joint Insurance Fund

March 2014

### Soliciting Donations on Roadways – Coin Tosses

Many charitable or non-profit agencies solicit donations from motorists on public roadways. These go by several names (coin toss, boot drop, etc.) and may be conducted by various organizations (civic groups, scouting, athletic teams, unions, and volunteer emergency responders). Certain steps should be taken to ensure the safety of the collectors and motoring public, and to minimize the liability exposure of the municipality.

1. Municipalities should first enact an ordinance that regulates or prohibits the practice. N.J.A.C. Title 16:40 sets forth the requirements for soliciting donations on state roadways and can serve as a model if the town allows the activity. A county permit is required for county roads.
2. Municipalities should develop a permit application and review process. Include the police department in the review process. The municipality may also wish to require a resolution be passed to recognize each approved solicitation event. Notify the day's police commanders of the event and provide them with a copy of the permit, special provisions, and contact numbers. Make sure there are redundant contact numbers, including cell phones, for primary and secondary representatives. These events often take place on holidays and weekends when office / work phones may not be covered.
3. The application form must clearly define permitted and prohibited actions for organizations during the solicitation. The following, at a minimum, should be considered:
  - a. Solicitation should only be permitted at signalized intersections during daylight hours. Solicitation at difficult intersections, traffic circles, etc. should be prohibited.
  - b. Solicitation may not stop or impede the flow of traffic. Traffic must be stopped before solicitation can begin, and cease when traffic resumes movement. A flagman is not permitted.
  - c. Signs and traffic control devices must be in accordance with the latest edition of the Manual on Uniform Traffic Control Devices. Signs advertising the solicitation may be placed about 500 feet in advance. Signs must be temporary, break-away, and a maximum of 16 square feet. They may not create a distraction to drivers.
  - d. Only adults over the age of 18 shall be allowed in the roadway. Adults soliciting in the roadway, or within 15 feet of the roadway, must wear properly sized, ANSI 107-2004 (or later) Class 2 or 3 high visibility apparel. Wearing non-ANSI approved apparel will be reason for immediate cessation of the event. Children may be present but must be at a safe distance and location from the street. Decisions of the local police official will be final in determining the safe location.
  - e. Workers must be trained on the provisions of safely working in traffic and special provisions of the solicitation permit. Solicitors may not harass the motorists or public. Solicitors shall not consume or be under the influence of alcohol or drugs.
  - f. The organization will be responsible for cleaning any debris from the solicitation site.

Consult with your solicitor and risk manager for additional and specific advice on protecting the municipality against civil actions for claims of property damage or personal injury arising out of the activity.

*This bulletin is intended for general information purposes only. It should not be construed as legal advice or legal opinion regarding any specific or factual situation. Always follow your organization's policies and procedures as presented by your manager or supervisor. For further information regarding this bulletin, contact your Safety Director at 877.398.3046.*

**DRAFT**  
**ORDINANCE #        - 2014**

**AN ORDINANCE GRANTING RENEWAL OF MUNICIPAL CONSENT TO COMCAST OF SOUTH JERSEY, LLC TO CONSTRUCT, CONNECT, OPERATE AND MAINTAIN A CABLE TELEVISION AND COMMUNICATIONS SYSTEM IN DENNIS TOWNSHIP, NEW JERSEY.**

**BE IT ORDAINED BY THE MAYOR AND COMMITTEE OF DENNIS TOWNSHIP, CAPE MAY COUNTY, NEW JERSEY, AS FOLLOWS:**

**SECTION 1.            PURPOSE OF THE ORDINANCE**

The municipality hereby grants to Comcast renewal of its non-exclusive Municipal Consent to place in, upon, across, above, over and under highways, streets, alleys, sidewalks, easements, public ways and public places in the municipality, poles, wires, cables, underground conduits, manholes and other television conductors, fixtures, apparatus and equipment as may be necessary for the construction, operation and maintenance in the Municipality of a cable television and communications system.

**SECTION 2.            DEFINITIONS**

For the purpose of this Ordinance, the following terms, phrases, words and their derivations shall have the meaning given herein. Such meaning or definition of terms is supplemental to those definitions of the Federal Communications Commission ("FCC") rules and regulations, 47 C.F.R. Subsection 76.1 et seq., and the Cable Communications Policy Act, 47 U.S.C. Section 521 et seq., as amended, and the Cable Television Act, N.J.S.A. 48:5A-1 et seq., and shall in no way be construed to broaden, alter or conflict with the federal and state definitions:

- a. "Township" or "Municipality" is the Township of Dennis, County of Cape May, State of New Jersey.
- b. "Company" is the grantee of rights under this Ordinance and is known as Comcast of South Jersey, LLC.
- c. "Act" or "Cable Television Act" is Chapter 186 of the General Laws of New Jersey, and subsequent amendments thereto, N.J.S.A. 48:5A-1, et seq.
- d. "FCC" is the Federal Communications Commission.
- e. "Board" or "BPU" is the Board of Public Utilities, State of New Jersey.
- f. "Office" or "OCTV" is the Office of Cable Television of the Board.

- g. "Basic Cable Service" means any service tier, which includes the retransmission of local television broadcast signals as defined by the FCC.
- h. "Application" is the Company's Application for Renewal of Municipal Consent.
- i. "Primary Service Area" or "PSA" consists of the area of the Municipality currently served with existing plant as set forth in the map annexed to the Company's Application for Municipal Consent.

### **SECTION 3. STATEMENT OF FINDINGS**

Public hearings conducted by the municipality, concerning the renewal of Municipal Consent herein granted to the Company were held after proper public notice pursuant to the terms and conditions of the Act and the regulations of the Board adopted pursuant thereto. Said hearings, having been fully open to the public, and the municipality, having received at said public hearings all comments regarding the qualifications of the Company to receive this renewal of Municipal Consent, the Municipality hereby finds that the Company possesses the necessary legal, technical, character, financial and other qualifications and that the Company's operating and construction arrangements are adequate and feasible.

### **SECTION 4. DURATION OF FRANCHISE**

The non-exclusive Municipal Consent granted herein shall expire 15 years from the date of expiration of the previous Certificate of Approval issued by the Board with a 10-year automatic renewal as provided by N.J.S.A. 48:5A-19 and 25, and N.J.A.C. 14:18-13.6.

In the event that the Municipality shall find that the Company has not substantially complied with the material terms and conditions of this Ordinance, the Municipality shall have the right to petition the OCTV, pursuant to N.J.S.A. 48:5A-47, for appropriate action, including modification and/or termination of the Certificate of Approval; provided however, that the Municipality shall first have given the Company written notice of all alleged instances of non-compliance and an opportunity to cure same within ninety (90) days of that notification.

### **SECTION 5. FRANCHISE FEE**

Pursuant to the terms and conditions of the Act, the Company shall, during each year of operation under the consent granted herein, pay to the Municipality two percent (2%) of the gross revenues from all recurring charges in the nature of subscription fees paid by subscribers for cable television reception service in the Municipality or any higher amount permitted by the Act or otherwise allowable by law, whichever is greater.

**SECTION 6. FRANCHISE TERRITORY**

The consent granted under this Ordinance for the renewal of the franchise shall apply to the entirety of the Municipality and any property subsequently annexed hereto.

**SECTION 7. EXTENSION OF SERVICE**

The Company shall be required to proffer service to any residence or business along any public right-of-way in the Primary Service Area, as set forth in the Company's Application. Any extension of plant beyond the Primary Service Area shall be governed by the Company's Line Extension Policy, as set forth in the Company's Application.

**SECTION 8. CONSTRUCTION REQUIREMENTS**

- a. Restoration: In the event that the Company or its agents shall disturb any pavement, street surfaces, sidewalks, driveways, or other surface in the natural topography, the Company shall, at its sole expense, restore and replace such places or things so disturbed in as good a condition as existed prior to the commencement of said work.
- b. Relocation: If at any time during the period of this consent, the Municipality shall alter or change the grade of any street, alley or other way or place the Company, upon reasonable notice by the Municipality, shall remove, re-lay or relocate its equipment, at the expense of the Company.
- c. Removal or Trimming of Trees: During the exercise of its rights and privileges under this franchise, the Company shall have the authority to trim trees upon and overhanging streets, alleys, sidewalks or other public places of the Municipality so as to prevent the branches of such trees from coming in contact with the wires and cable of the Company. Such trimming shall be only to the extent necessary to maintain proper clearance of the Company's wire and cables.

**SECTION 9. CUSTOMER SERVICE**

In providing services to its customers, the Company shall comply with N.J.A.C. 14:18-1, et seq. and all applicable state and federal statutes and regulations. The Company shall strive to meet or exceed all voluntary company and industry standards in the delivery of customer service and shall be prepared to report on it to the Municipality upon written request of the Municipality Administrator or Clerk.

- a. The Company shall continue to comply fully with all applicable state and federal statutes and regulations regarding credit for outages, the reporting of same to regulatory agencies and notification of same to customers.
- b. The Company shall continue to fully comply with all applicable state and federal statutes and regulations regarding the availability of devices for the hearing impaired and the notification of same to customers.
- c. The Company shall use every reasonable effort to meet or exceed voluntary standards for telephone accessibility developed by the National Cable Television Association (NCTA).
- d. Nothing herein shall impair the right of any subscriber or the Municipality to express any comment with respect to telephone accessibility to the Complaint Officer, or impair the right of the Complaint Officer to take any action that is permitted under law.

#### **SECTION 10. MUNICIPAL COMPLAINT OFFICER**

The Office of Cable Television is hereby designated as the Complaint Officer for the Municipality pursuant to N.J.S.A. 48:5A-26(b). All complaints shall be received and processed in accordance with N.J.A.C. 14:17-6.5. The Municipality shall have the right to request copies of records and reports pertaining to complaints by Municipality customers from the OCTV.

#### **SECTION 11. LOCAL OFFICE**

During the term of this franchise, and any renewal thereof, the Company shall maintain a business office or agent in accordance with N.J.A.C. 14:18-5.1 for the purpose of receiving, investigating and resolving all local complaints regarding the quality of service, equipment malfunctions, and similar matters. Such a business office shall have a publicly listed toll-free telephone number and be open during standard business hours, and in no event (excepting emergent circumstances) less than 9:00 A.M. to 5:00 P.M., Monday through Friday.

#### **SECTION 12. PERFORMANCE BONDS**

During the life of the franchise the Company shall give to the municipality a bond in the amount of twenty-five thousand dollars (\$25,000.00). Such bond shall be to insure the faithful performance of all undertakings of the Company as represented in its application for municipal consent incorporated herein.

#### **SECTION 13. SUBSCRIBER RATES**

The rates of the Company shall be subject to regulation as permitted by federal and state law.

## **SECTION 14. COMMITMENTS BY THE COMPANY**

- a. The Company shall provide Expanded Basic or a similar tier of cable television service on one (1) outlet at no cost to each qualified existing and future school in the Municipality, public and private, elementary, intermediate and secondary, provided the school is within 175 feet of active cable distribution plant. Each additional outlet installed, if any, shall be paid for on a materials plus labor basis by the school requesting service.
- b. The Company shall provide Expanded Basic or a similar tier of cable television service at no cost on one (1) outlet to each qualified existing and future police, fire, emergency management facility and public library in the Municipality, provided the facility is located within 175 feet of active cable distribution plant. Each additional outlet installed, if any, shall be paid for on a materials plus labor basis by the Municipality.
- c. Within six months of the issuance of a Renewal Certificate of Approval by the BPU, the Company shall provide to the Municipality a one-time Technology Grant in the amount of ten thousand dollars (\$10,000) to meet the technology and/or cable related needs of the community.
- d. The Communications Act of 1934, as amended [47 U.S.C. §543 (b)], allows the Company to itemize and/or identify: (1.) the amount on the subscriber bill assessed as a franchise fee and the identity of the governmental authority to which the fee is paid; (2.) the amount on the bill assessed to satisfy any requirements imposed on the Company by the cable franchise to support public, educational, and/or governmental access channels or the use of such channels; and (3.) any grants or other fees on the bill or any tax, assessment, or charge of any kind imposed by any governmental authority on the transaction between the operator and the subscriber. The Company reserves these external cost, pass-through rights to the extent permitted by law.

## **SECTION 15. EDUCATIONAL AND GOVERNMENTAL ACCESS**

- a. Within (12) months of receipt of a Renewal Certificate of Approval (COA) by the OCTV, the Company shall provide one (1) channel for Educational and Governmental ("EG") access for the shared use by Dennis Township and Woodbine Borough (collectively, "Municipalities") on the most basic tier of service offered by the Company in accordance with Section 611 of the federal Cable Act, and as further set forth below. Educational access message board content shall be provided by the governing bodies of the Municipalities or other designated educational institution. Government access bulletin board content shall be provided by the Municipalities. Unused capacity may be utilized by the Company subject to the provisions for "fallow time" below.

- b. The Company will provide the initial Webus hardware and other equipment necessary to broadcast EG bulletin board slides. The Company will not be responsible for the maintenance of any equipment, computers, or Internet service used by Dennis Township and its designated EG administrators to access the web based Webus platform.
- c. The Company does not relinquish its ownership of or ultimate right of control over a channel by designating it for EG use. An EG access user – whether an educational or government user – acquires no property or other interest by virtue of the use of a channel so designated, and may not rely on the continued use of a particular channel number, no matter how long the same channel may have been designated for such use.
- d. The Company shall not exercise editorial control over any educational or governmental use of channel capacity, except in accordance with federal law the Company may refuse to transmit any educational or governmental access program or portion of an educational or governmental access program that contains obscenity, indecency, or nudity.
- e. The governing bodies of the Municipalities shall be responsible for developing, implementing, and enforcing rules for EG Access programming.
- f. Educational Access. “Educational Access” shall mean non-commercial use for educational purposes that is managed, scheduled, and programmed by local educational institutions such as public or private schools, but not “home schools,” community colleges, and universities.
- g. Government Access. “Government Access” shall mean noncommercial use by the governing bodies of the Municipalities, for the purpose of showing the public local government at work.
- h. Company Use of Fallow Time. Because blank or under-utilized EG channels are not in the public interest, in the event the Municipalities or other EG access users elect not to fully program their EG access channel, Company may program unused time on those channels subject to reclamation by the Municipality upon no less than 60 days written notice.

## **SECTION 16. EMERGENCY USES**

- a. The Company will comply with the Emergency Alert System (“EAS”) rules in accordance with applicable state and federal statutes and regulations.
- b. The Company shall in no way be held liable for any injury suffered by the municipality or any other person, during an emergency, if for any reason the

Municipality is unable to make full use of the cable television system as contemplated herein.

**SECTION 17. LIABILITY INSURANCE**

The Company shall at all times maintain a comprehensive general liability insurance policy with a single limit amount of \$1,000,000 covering liability for any death, personal injury, property damages or other liability arising out of its construction and operation of the cable television system, and an excess liability (or "umbrella") policy in the amount of \$5,000,000.

**SECTION 18. INCORPORATION OF THE APPLICATION**

All of the statements and commitments contained in the Application or annexed thereto and incorporated therein, and any amendment thereto, except as modified herein, are binding upon the Company as terms and conditions of this consent. The Application and other relevant writings submitted by the Company shall be annexed hereto and made a part hereof by reference provided same do not conflict with applicable State or Federal law.

**SECTION 19. COMPETITIVE EQUITY**

Should the Municipality grant a franchise to construct, operate and maintain a cable television system to any other person, corporation or entity on terms materially less burdensome or more favorable than the terms contained herein, the Company may substitute such language that is more favorable or less burdensome for the comparable provision of this Ordinance subject to the provisions of N.J.A.C. 14:17-6.7.

**SECTION 20. SEPARABILITY**

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court or federal or state agency of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and its validity or unconstitutionality shall not affect the validity of the remaining portions of the Ordinance.

**SECTION 21. THIRD PARTY BENEFICIARIES**

Nothing in this Franchise or in any prior agreement is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of such agreements or Franchise.

**SECTION 22.            EFFECTIVE DATE**

This Ordinance shall take effect immediately upon issuance of a Renewal Certificate of Approval from the BPU.



April 2, 2014

DENNIS TOWNSHIP NJ  
CLERK ADMINISTRATOR  
P O BOX 204  
DENNISVILLE, NJ 08214

**Re: American Tower Site No: 306622 / South Dennis**

Dear Sir or Madam:

I am writing to you with regards to the tower that American Tower owns and operates on property it leases from you. I would like to discuss the potential purchase of a long-term easement of the leased property where our tower is located. American Tower has initiated a program to obtain long term control of our tower sites. This is an opportunity for you to explore a very fair deal which may better suit your long term needs and goals. ATC would like to present the following conditional offer:

**Purchase Price: \$857,000.00**

Property Interest: perpetual easement to American Tower of site #306622 consisting of the existing leased area plus access and utility easements.

If you would like to discuss this conditional offer further, please call me at your convenience.

Direct Office Line-- 561-886-3959 / Toll Free--1-866-586-9377 (Option 1) and ask to speak with Joe Cabrera.

Thank you and I look forward to hearing from you.

Joe Cabrera  
Land Acquisitions  
P: 561-886-3959  
[joseph.cabrera@americantower.com](mailto:joseph.cabrera@americantower.com)

**\*\*PLEASE NOTE: This offer is conditional and subject to change or withdrawal without notice depending on further review of certain information, including, but not limited to, the ground lease, any amendments to such lease, and obtaining a satisfactory title report. This conditional offer and any potential approval or acceptance shall not create a binding contract in the absence of a further written real estate agreement signed by both parties. American Tower as used herein is defined as American Towers LLC and any of its affiliates or subsidiaries.**

	American Towers, LLC 10 Presidential Way Woburn, MA 01801	<b>CHECK</b>	<b>CHECK NO.</b>	<b>AMOUNT</b>
		4/2/2014	CASH4U2014	<b>\$857,000.00</b>

**PAY TO THE ORDER OF:** DENNIS TOWNSHIP NJ

*This check is not redeemable for cash.*

Call now to learn more about this offer!  
(561) 886-3959