

**TOWNSHIP OF WYCKOFF  
TOWNSHIP COMMITTEE WORK SESSION MEETING  
MUNICIPAL COURT ROOM  
TUESDAY, OCTOBER 20, 2020 - 7:00 P.M.**

*PAUSE – Municipal Clerk will post the link to the live meeting on our website's homepage.*

1. **7:00 pm Work Session Meeting called to order by Mayor Timothy E. Shanley**
  
2. **Roll call of Township Committee**

BOONSTRA \_\_\_\_\_ FISCHER \_\_\_\_\_ RUBENSTEIN \_\_\_\_\_  
MADIGAN \_\_\_\_\_ SHANLEY \_\_\_\_\_

3. **Reading of "Open Work Session" statement by Acting Clerk, Nancy Cole**

**PLEASE TAKE NOTICE**, that in accordance with the Open Public Meetings Act NJSA10:4-6 et seq., and in consideration of Executive Order #103, issued by Governor Murphy on March 9, 2020, declaring a State of Emergency in the State of New Jersey, the Township Committee of the Township of Wyckoff does hereby notify the public that to protect the health, safety and welfare of our citizens while ensuring the continued functioning of government, the meeting of the Township Committee of the Township of Wyckoff scheduled for 7:00 pm Tuesday, October 20, 2020 at Wyckoff Town Hall, 340 Franklin Avenue, Wyckoff, NJ 07481 will be conducted via the Township of Wyckoff's YouTube channel and members of the public may call 201-891-7000, ext. #222 should they wish to provide public comment during the 7:00 pm public comment period. Members of the public may also email their public comments to [wyckoffclerk@wyckoff-nj.com](mailto:wyckoffclerk@wyckoff-nj.com) before 4:00 pm on the date of the meeting. These comments will be read at the meeting during the public comment period.

These measures are implemented to allow members of the public to observe the meeting via live streaming and to provide to the public the ability to comment before the meeting through written comments and during the period for public comment during the meeting.

Due to the Covid-19 Public Health Emergency, members of the public will not have access to Town Hall.

This notice and agenda have been posted on the front door of Town Hall (facing Franklin Avenue) and on the Township's home page [Wyckoff-nj.com](http://Wyckoff-nj.com) at the Quick Link for "Minutes & Agendas" on Friday, October 16, 2020. Please select "Township Committee" and locate the date of the meeting to view documents, such as resolutions and ordinances which would otherwise be made available.

General instructions regarding access to the meeting will be posted on the Wyckoff web site's home page at [www.wyckoff-nj.com](http://www.wyckoff-nj.com) as a "News" item on Friday, October 16, 2020 at 4:30 pm.

To view the live-streamed Township Committee meeting, please access the YouTube link which will be posted on the Wyckoff web site's home page at [www.wyckoff-nj.com](http://www.wyckoff-nj.com) as a "NEWS" item immediately prior to the commencement of the meeting at approximately, 6:55 pm on October 20, 2020.

To be notified of all future live streamed Township meetings, please create a YouTube account and subscribe to our YouTube channel, "Township of Wyckoff".

In the event the YouTube platform modifies its connectivity protocols and does not announce these critical changes again in the future, instructions on how to view each meeting via Zoom technology will be posted at the "News" section of the Township's home page, [Wyckoff-nj.com](http://Wyckoff-nj.com) before 7:10 pm. This second method of conducting remote meetings is provided to ensure the continuity of government when platforms which the Township does not control establish unannounced changes and will **only** be utilized if it is not possible to conduct the meeting via livestream on YouTube. As a precaution, for this "plan B", the following instructions are provided:

Please locate the link on the "News" item announcing the Township Committee meeting on the homepage of our website or use this link for the October 20, 2020 Work Session and Business Meeting set to begin at 7:00 pm: <https://us02web.zoom.us/j/82771998618>

This regular work session meeting of the Wyckoff Township Committee is now in session. In accordance with the Open Public Meetings Act, notice of this meeting appears on our *annual schedule of meetings*. A copy of said annual schedule has been posted on the bulletin board in Memorial Town Hall; a copy has been filed with the Municipal Clerk, as well as The Record, The Ridgewood News and the North Jersey Herald and News – all newspapers having a general circulation throughout the Township of Wyckoff. At least 48 hours prior to this meeting, the Agenda thereof was similarly posted, filed and emailed to said newspapers.

4. **Confirm Finance Committee has reviewed, and signed vouchers and that Mayor and Municipal Clerk have signed any necessary documents**

5. **Motion to open the Ten (10) Minute Public Comment period:**

MOTION: \_\_\_\_\_ SECOND \_\_\_\_\_  
BOONSTRA \_\_\_\_\_ FISCHER \_\_\_\_\_ RUBENSTEIN \_\_\_\_\_  
MADIGAN \_\_\_\_\_ SHANLEY \_\_\_\_\_

Ten Minute public comment period, two (2) minutes per speaker for public comment on any governmental issue that a member of the public feels may be of concern to the residents of the Township of Wyckoff.

Motion to close the Public Comment period:

MOTION: \_\_\_\_\_ SECOND \_\_\_\_\_  
BOONSTRA \_\_\_\_\_ FISCHER \_\_\_\_\_ RUBENSTEIN \_\_\_\_\_  
MADIGAN \_\_\_\_\_ SHANLEY \_\_\_\_\_

6. **Administer Oath of Office to Probationary Police Officer, Joseph Benanti, effective November 1, 2020.**
7. **Review of 8:00 p.m. Business Meeting Agenda – Administrator**
8. **Review of Policy Action Items – Administrator**
9. **Reports of Township Committee Members**
10. **Report of Township Attorney**

11. **Recess Open Work Session Meeting to Conduct the 8:00 pm Business Meeting**

MOTION: \_\_\_\_\_ SECOND \_\_\_\_\_  
BOONSTRA \_\_\_\_\_ FISCHER \_\_\_\_\_ RUBENSTEIN \_\_\_\_\_  
MADIGAN \_\_\_\_\_ SHANLEY \_\_\_\_\_

At the conclusion of the 8:00 pm Business Meeting the Township Committee will reconvene the Open Work Session meeting if necessary.

12. **Motion to reconvene the Open Work Session:**

MOTION: \_\_\_\_\_ SECOND \_\_\_\_\_  
BOONSTRA \_\_\_\_\_ FISCHER \_\_\_\_\_ RUBENSTEIN \_\_\_\_\_  
MADIGAN \_\_\_\_\_ SHANLEY \_\_\_\_\_

13. **Motion to enter a Closed Session Discussion** in accordance with Resolution #20-XX from the Open Public Work Session Meeting.

MOTION: \_\_\_\_\_ SECOND \_\_\_\_\_  
BOONSTRA \_\_\_\_\_ FISCHER \_\_\_\_\_ RUBENSTEIN \_\_\_\_\_

14. **Motion to Exit the Closed Session Discussion and re-enter the open section of the Open Work Session Meeting:**

MOTION: \_\_\_\_\_ SECOND \_\_\_\_\_  
BOONSTRA \_\_\_\_\_ FISCHER \_\_\_\_\_ RUBENSTEIN \_\_\_\_\_  
MADIGAN \_\_\_\_\_ SHANLEY \_\_\_\_\_

15. **Adjourn**

MOTION: \_\_\_\_\_ SECOND \_\_\_\_\_  
BOONSTRA \_\_\_\_\_ FISCHER \_\_\_\_\_ RUBENSTEIN \_\_\_\_\_  
MADIGAN \_\_\_\_\_ SHANLEY \_\_\_\_\_

**PAYMENT OF CLAIMS MAY BE PAID AT ALL WORK SESSION MEETINGS AND ALL TOWNSHIP COMMITTEE BUSINESS MEETINGS**

**FORMAL ACTION MAY BE TAKEN AT THIS WORK SESSION**

**NOTICE TO PUBLIC**

As a member of the public participating in this public meeting, your participation may be recorded. By participating in the meeting, it is assumed your consent is given for your voice, name, address, comments and image to be broadcast and recorded.

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**TOWNSHIP OF WYCKOFF  
TOWNSHIP COMMITTEE BUSINESS MEETING  
MUNICIPAL COURT ROOM  
MONDAY, OCTOBER 20, 2020 - 8:00 PM**

- 1. Regular Meeting of the Wyckoff Township Committee called to order by Mayor Timothy E. Shanley**
- 2. Flag Salute**
- 3. Invocation by Community Clergy Member**
- 4. Reading of the "Open Public Meetings Act" statement by Nancy Cole**

**PLEASE TAKE NOTICE**, that in accordance with the Open Public Meetings Act NJSA10:4-6 et seq., and in consideration of Executive Order #103, issued by Governor Murphy on March 9, 2020, declaring a State of Emergency in the State of New Jersey, the Township Committee of the Township of Wyckoff does hereby notify the public that to protect the health, safety and welfare of our citizens while ensuring the continued functioning of government, the meeting of the Township Committee of the Township of Wyckoff scheduled for 8:00 pm Tuesday, October 20, 2020 at Wyckoff Town Hall, 340 Franklin Avenue, Wyckoff, NJ 07481 will be conducted via the Township of Wyckoff's YouTube channel and members of the public may call 201-891-7000, ext. #222 should they wish to provide public comment during the 8:00 pm public comment period. Members of the public may also email their public comments to [wyckoffclerk@wyckoff-nj.com](mailto:wyckoffclerk@wyckoff-nj.com) before 4:00 pm on the date of the meeting. These comments will be read at the meeting during the public comment period.

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5. **Roll Call of the Township Committee Members Present:**

BOONSTRA \_\_\_\_\_ FISCHER \_\_\_\_\_ RUBENSTEIN \_\_\_\_\_  
MADIGAN \_\_\_\_\_ SHANLEY \_\_\_\_\_

6. **Request motion to open the Public Comment Period:**

MOTION: \_\_\_\_\_ SECOND \_\_\_\_\_  
BOONSTRA \_\_\_\_\_ FISCHER \_\_\_\_\_ RUBENSTEIN \_\_\_\_\_  
MADIGAN \_\_\_\_\_ SHANLEY \_\_\_\_\_

Public Comment period, five (5) minutes per speaker for public comment on any governmental issue that a member of the public feels may be of concern to the residents of the Township of Wyckoff.

**Request motion to close the Public Comment Period:**

MOTION: \_\_\_\_\_ SECOND \_\_\_\_\_  
BOONSTRA \_\_\_\_\_ FISCHER \_\_\_\_\_ RUBENSTEIN \_\_\_\_\_  
MADIGAN \_\_\_\_\_ SHANLEY \_\_\_\_\_

7. **Approval of the October 12, 2020 Township Committee Work Session and Regular Business meeting minutes:**

MOTION: \_\_\_\_\_ SECOND \_\_\_\_\_  
BOONSTRA \_\_\_\_\_ FISCHER \_\_\_\_\_ RUBENSTEIN \_\_\_\_\_  
MADIGAN \_\_\_\_\_ SHANLEY \_\_\_\_\_

8. **Consent Agenda:** All matters listed below are considered by the Township Committee to be routine in nature. There will be no separate discussion of these items. If any discussion is desired by the Township Committee, that item will be removed from the Consent Agenda and considered separately:

I **Resolutions (Adoption of the following):**

- #20-287 Payment of Bills
- #20-288 Authorize Redemption of Tax Sale Certificate #17-00005, Block 377.02, Lot 51 – 444 William Way
- #20-289 Return of certain overpaid taxes, etc.
- #20-290 Acceptance of Donation – Flagpole at Memorial Synthetic Turf Field
- #20-291 Procedures for Remote Public Meetings Held During a Public Emergency

II **Ordinance – Introduction**

Mr. Chairman, I have **ORDINANCE #1922 for Introduction:**

**AN ORDINANCE TO PROVIDE A CERTAIN CAPITAL IMPROVEMENT IN THE TOWNSHIP OF WYCKOFF AND TO PROVIDE FOR THE RECEIPT, ACCEPTANCE AND DEPOSIT OF BERGEN COUNTY FUNDS THEREFORE AND TO AUTHORIZE APPROPRIATIONS OF \$51,298.50.**

Mr. Chairman, I also have **ORDINANCE #1923 for Introduction:**

**AN ORDINANCE AUTHORIZING THE TOWNSHIP OF WYCKOFF TO EXTEND THE LEASE OF REAL PROPERTY, TOGETHER WITH IMPROVEMENTS THEREON, TO THE WYCKOFF TORPEDOES SOCCER CLUB, INC. FOR PUBLIC PURPOSES FOR A TERM OF TEN (10) YEARS WITH A TEN (10) YEAR OPTION PURSUANT TO THE “LOCAL LANDS AND BUILDINGS LAW”, NJSA 40A-12.1 ET. SEQ.**

And Mr. Chairman, I also have **ORDINANCE #1924 for Introduction:**

**AN ORDINANCE AUTHORIZING THE TOWNSHIP OF WYCKOFF TO EXECUTE AN AGREEMENT TO ALLOW THE USE OF REAL PROPERTY, TOGETHER WITH IMPROVEMENTS THEREON, TO THE WYCKOFF TORPEDOES SOCCER CLUB, INC. FOR PUBLIC PURPOSES FOR A TERM OF TEN (10) YEARS PURSUANT TO THE “LOCAL LANDS AND BUILDINGS LAW”, NJSA 40A-12.1 ET. SEQ.**

**III Motions**

A. Authorizing a proclamation recognizing Girl Scouts in Troop #24 for helping Valley Hospital health care workers.

Clerk: May I have a motion and a second to approve the consent agenda?

**The Following vote is the vote on the Consent Agenda:**

MOTION: \_\_\_\_\_ SECOND \_\_\_\_\_  
BOONSTRA \_\_\_\_\_ FISCHER \_\_\_\_\_ RUBENSTEIN \_\_\_\_\_  
MADIGAN \_\_\_\_\_ SHANLEY \_\_\_\_\_

**IV Ordinances – Public Hearing / Further Consideration:**

None

**V Mayor Shanley to read the Proclamation recognizing Girl Scout Troop #24.**

**VI Adjourn**

Chairman: May I have a motion to and a second to adjourn the Business Meeting?

MOTION: \_\_\_\_\_ SECOND \_\_\_\_\_  
BOONSTRA \_\_\_\_\_ FISCHER \_\_\_\_\_ RUBENSTEIN \_\_\_\_\_  
MADIGAN \_\_\_\_\_ SHANLEY \_\_\_\_\_

**PAYMENT OF CLAIMS MAY BE PAID AT ALL TOWNSHIP COMMITTEE WORK  
SESSION MEETINGS AND ALL TOWNSHIP COMMITTEE  
REGULAR MEETINGS  
FORMAL ACTION MAY BE TAKEN DURING THIS MEETING**

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**TOWNSHIP OF WYCKOFF  
COUNTY OF BERGEN  
STATE OF NEW JERSEY  
RESOLUTION #20-287**

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**INTRODUCED:**

**SECONDED:**

**MEETING DATE: October 20, 2020**

**REFERENCE: Approval of Vouchers and  
Authorization to Pay Bills**

**VOTE: BOONSTRA \_\_\_ FISCHER \_\_\_ MADIGAN \_\_\_ RUBENSTEIN \_\_\_ SHANLEY \_\_\_**  
.....

**WHEREAS**, the Township of Wyckoff is a municipality in the State of New Jersey operating under the authority from NJSA 40A:63-1 et seq; and,

**WHEREAS**, the Township of Wyckoff has received vouchers in claim for payment of materials supplied and/or services rendered; and,

**WHEREAS**, the said vouchers have been reviewed and the amount indicated on each voucher has been determined to be due and owing; and,

**WHEREAS**, the Township Committee has a practice of each Township Committee member participating in the reviewing and signing of vouchers; and,

**WHEREAS**, the vouchers which comprise this bill list have been reviewed and signed by two (2) Township Committee members and they have found them to in order; and,

**WHEREAS**, the Township Treasurer has certified that sufficient funds are available for payment of said vouchers.

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Committee of the Township of Wyckoff that the action of the said Finance Committee be approved; and, that the payments of these bills are hereby authorized and the Chief Financial Officer is directed to issue checks for their payments as listed on the bill list attached to this date's meeting minutes and covered by checks no. Payroll A/C, Direct Deposit Vouchers no., Library Payroll check nos., Library Direct Deposit Vouchers no., Claims Wire nos., check no. Accutrack A/C, Claims check nos. and Voided Claims checks no..

**TOWNSHIP OF WYCKOFF  
COUNTY OF BERGEN  
STATE OF NEW JERSEY  
RESOLUTION #20-288**

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**INTRODUCED:**

**SECONDED:**

**MEETING DATE: October 20, 2020**

**REFERENCE: Authorize Redemption of Tax  
Sale Certificate #17-00005  
Block 377.02/Lot 51 – 444 William Way**

**VOTE: BOONSTRA \_\_\_ FISCHER \_\_\_ MADIGAN \_\_\_ RUBENSTEIN \_\_\_ SHANLEY \_\_\_**  
.....

**WHEREAS**, the Tax Collector of the Township of Wyckoff has previously determined that there was due and owing to the Township of Wyckoff outstanding tax and interest for tax year 2016 on Block 377.02 /Lot 51, aka 444 William Way, within the Township of Wyckoff, County of Bergen, State of New Jersey; in the amount of \$152,467.98; and,

**WHEREAS**, on the 26<sup>st</sup> day of October 2017, the Township of Wyckoff executed a "Certificate of Sale of Unpaid Municipal Liens", hereinafter referred to as a Tax Sale Certificate on the above-described property in the amount above-recited; and,

**WHEREAS**, said Tax Sale Certificate was purchased by US Bank, Cust. For BV002Trust & Crdtrs., 50 South 16<sup>th</sup> Street, Suite 2050, Philadelphia, PA 19102-2513; and,

**WHEREAS**, subsequent to the execution and filing of said Tax Sale Certificate and prior to the commencement of foreclosure proceedings against the property owner's right to redemption of said Tax Sale Certificate, the mortgagor has paid to the Tax Collector of the Township of Wyckoff any and all charges deemed due and owing on the above-described property and the property owner is therefore entitled to a redemption of said Tax Sale Certificate pursuant to N.J.S.A. 54:5-55.

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Committee of the Township of Wyckoff, that the Tax Collector be, and the same is hereby authorized and directed to cancel and endorse Tax Sale Certificate 17-00005 for redemption and make refund in the amount of \$152,467.98 being lien amount of \$15,085.59, subsequent taxes, and interest in the amount of \$60,795.39 recording fees in the amount of \$1,587.00 and a premium of \$75,000. to US Bank, Cust. for BV002 Trust & Crdtrs. and deliver said Tax Sale Certificate to the mortgagor for cancellation with the County Clerk in accordance with N.J.S.A. 54:5-55.

**CERTIFICATION**

I, NANCY A. BROWN, ACTING MUNICIPAL CLERK OF THE TOWNSHIP OF WYCKOFF, CERTIFY THE ABOVE TO BE A TRUE AND EXACT COPY OF A RESOLUTION ADOPTED BY THE TOWNSHIP COMMITTEE ON OCTOBER 20, 2020.

\_\_\_\_\_  
NANCY A. BROWN  
ACTING MUNICIPAL CLERK

TOWNSHIP OF WYCKOFF  
COUNTY OF BERGEN  
STATE OF NEW JERSEY

RESOLUTION #20-289

\*\*\*\*\*  
INTRODUCED:

SECONDED:

MEETING DATE: October 20, 2020

REFERENCE: Return of certain overpaid taxes,  
escrow monies, recreation fees, etc.

VOTE: BOONSTRA \_\_\_ FISCHER \_\_\_ MADIGAN \_\_\_ RUBENSTEIN \_\_\_ SHANLEY \_\_\_  
.....

**BE IT RESOLVED**, by the Township Committee of the Township of Wyckoff that the Treasurer is hereby authorized and directed to return certain monies as follows:

**BUILDING DEPARTMENT:**

Mr. & Mrs. Daniel Kyse, 372 James Way, Wyckoff, New Jersey 07481 – Refund of 80% of AHDF fee due to non-issuance of UCC Permit per property owner's request – Block 349/Lot 90 - \$914.05

**TAX REFUND:**

Douglas Standriff, 25 E. Spring Valley Road, Ste. 330, Maywood, New Jersey 07607 – State Tax Court Appeals: 783 Charnwood Drive – Block 421/Lot 40 - \$2,936.74 - 796 Mountain Avenue – Block 437/Lot 24 - \$7,760.45 – Total: \$10,097.19

**RECREATION:**

Craig Carbone, 560 Franklin Avenue, Wyckoff, New Jersey 07481 – Lacrosse & Baseball Refunds - \$145.00

**TOWNSHIP OF WYCKOFF  
COUNTY OF BERGEN  
STATE OF NEW JERSEY  
RESOLUTION #20-290**

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**INTRODUCED:**

**SECONDED:**

**MEETING DATE: October 20, 2020**

**REFERENCE: Acceptance of Donation-  
Flagpole at Memorial Turf Field**

**VOTE: BOONSTRA \_\_\_\_\_ FISCHER \_\_\_\_\_ MADIGAN \_\_\_\_\_ RUBENSTEIN \_\_\_\_\_ SHANLEY \_\_\_\_\_**  
.....

**WHEREAS**, the Wyckoff based volunteer non-profit organization – the Wyckoff Football Boosters, have requested to donate a flagpole; and

**WHEREAS**, the Public Works Manager and the Township Committee Recreation Sub-Committee met with the Recreation Director and they have approved a location for the flagpole; and

**NOW THEREFORE BE IT RESOLVED**, by the Township Committee of the Township of Wyckoff, County of Bergen, State of New Jersey that a flagpole, valued at approximately \$3,000.00 is accepted from the Wyckoff Football Boosters for placement at the new synthetic turf field at Memorial Field.

**CERTIFICATION**

I, NANCY A. BROWN, ACTING MUNICIPAL CLERK OF THE TOWNSHIP OF WYCKOFF, CERTIFY THE ABOVE TO BE A TRUE AND EXACT COPY OF A RESOLUTION ADOPTED BY THE TOWNSHIP COMMITTEE ON OCTOBER 20, 2020.

\_\_\_\_\_  
NANCY A. BROWN  
ACTING MUNICIPAL CLERK

**TOWNSHIP OF WYCKOFF  
COUNTY OF BERGEN  
STATE OF NEW JERSEY  
RESOLUTION #20-291**

\*\*\*\*\*

**INTRODUCED:**

**SECONDED:**

**MEETING DATE: October 20, 2020**

**REFERENCE: Procedures for Remote  
Public Meetings Held During a Declared  
Emergency**

**VOTE: BOONSTRA \_\_\_\_\_ FISCHER \_\_\_\_\_ MADIGAN \_\_\_\_\_ RUBENSTEIN \_\_\_\_\_ SHANLEY \_\_\_\_\_**

**WHEREAS**, the purpose of N.J.A.C. 5:39-1 et seq, Emergency Remote Meeting Protocol for Local Public Bodies, is to ensure that local public bodies can continue to conduct official business in an open and transparent manner whenever a declared emergency exists that prohibits physical attendance by members of the public; and

**WHEREAS**, a “Declared Emergency” means a public health emergency pursuant to the Health Powers Act (N.J.S.A. 26:13-1 et seq.), or a state of emergency, pursuant to P.L. 1942, c. 251 or both, or a state of local disaster emergency which has been declared by the Governor and is in effect; and

**WHEREAS**, N.J.A.C. 5:39-1.3 permits a local public body to hold a remote public meeting to conduct public business during a declared emergency if the emergency reasonably prevents a local public body from safely conducting public business at a physical location with members of the public present; and

**WHEREAS**, if during a declared emergency the Township of Wyckoff (the “Township”) holds a physical meeting in a location where, pursuant to State/Federal guidelines meant to mitigate risk, capacity restrictions are required to reduce the number of individuals that can be present in a meeting, the Township Committee shall either:

- 1) Hold the public meeting at another location with adequate capacity for the reasonable expected attendance by the public; or
- 2) Hold the public meeting as both an in-person and a remote public meeting; or
- 3) Hold the public meeting with the Township Committee in person and with remote public meeting technology with telephone access for public comment as well as allowing prior written comment; or
- 4) Hold the public meeting as a totally remote meeting with the elected officials, government officials and public all attending by way of electronic and/or telephonic means; and

**WHEREAS**, no in person meeting shall proceed if the room capacity does not permit any member of the public to attend; and

**WHEREAS**, a public meeting held in person shall not prohibit members of the public from attending in person unless simultaneous deployed technology is provided to allow the public to observe the meeting and make public comments; and

**WHEREAS**, pursuant to N.J.A.C. 5:39-1, if the Township holds a remote meeting to conduct public business they shall use electronic communication technology routinely used in business settings that can be accessed by the public at no cost and with participant capacity consistent with the reasonable expectations of the public body for the type of public meeting being held and shall, at minimum, not be limited to fewer than 50 public participants (beyond those persons required to conduct business at the meeting); and

**WHEREAS**, remote public meetings may be held by the Township in a format as selected by the governing body, by means including but not limited to, audio-only teleconferencing, electronic communications platforms with video and audio or live streaming via the internet and shall, additionally, provide a telephonic conference line to allow members of the public to dial in by telephone to listen and to provide public comment; and

**WHEREAS**, When the Township holds a remote public meeting, they shall allow members of the public to make public comment by audio or by audio and video if the meeting is being held over both; and

**WHEREAS**, any remote public meeting where sworn testimony is being taken shall be broadcast by video as well as audio and all individuals giving sworn testimony shall appear by video in addition to audio; and

**WHEREAS**, any presentation or documents that would otherwise be viewed or made available to members of the public physically attending a local public meeting shall be made visible on a video broadcast of the remote public meeting or made available on the internet website of the Township; and

**WHEREAS**, the Township of Wyckoff, shall continue to post land-use applications and reports on its web site as they are submitted as well as Township Committee agendas with resolutions and ordinances attached, which are posted the Friday before each meeting and shall continue this practice in compliance with the new rules; and,

**WHEREAS**, in addition to making public comments at any remote public meeting, the Township Committee, in advance of the remote meeting shall allow public comments to be submitted to the Clerk by electronic mail to [wyckoffclerk@wyckoff-nj.com](mailto:wyckoffclerk@wyckoff-nj.com) and in written letter form by a reasonable deadline established as 4:00 pm on the day of the meeting and this deadline shall be posted on the website in advance of the remote public meeting; and

**WHEREAS**, public comments submitted prior to the remote public meeting through electronic or regular mail shall be read aloud as required by P.L. 2002, Chapter 80 and N.J.A.C. 5:39-1.3 (F) during the remote public meeting in a manner audible to all meeting participants and the public; and

**WHEREAS**, a reasonable time limit shall be placed on the reading of written comments, which shall be read from their beginning until the time limit is reached; and

**WHEREAS**, the electronic communications used for a remote public meeting shall have a function that allows the Township to mute the audio of all members of the public as well as allow members of the public to mute themselves and same shall be announced at the beginning of every remote public session; and

**WHEREAS**, adequate notice of the remote public meeting shall also include, in addition to the OPMA requirements of N.J.S.A. 10: 4-8, clear and concise instructions for accessing the remote public meeting, the means for making public comment and how to access any public documents on their internet website in the manner as set forth at N.J.A.C. 5:39-1.5; and

**WHEREAS**, at the commencement of a remote public meeting the Mayor or his designee, shall announce publicly and shall cause to be entered into the minutes an accurate statement regarding adequate and electronic notice or an explanation of the reason or reasons it was not adequately provided as set forth in N.J.A.C. 5:39-1.5(g); and

**WHEREAS**, prior to the commencement of a remote public meeting the Township Committee shall make a copy of the agenda available to the public for download on the website and shall post same at the building where the meeting would otherwise be held, including posting of same at any designated and clearly delineated handicap access entrance to the building; and

**WHEREAS**, in support of and respect for an open, fair and informed decision-making process, the Township Committee recognizes that civil, respectful and courteous discourse and behavior are conducive to the democratic and harmonious airing of concerns and decision making; and

**WHEREAS**, in an effort to preserve the intent of open government and maintain a positive environment for citizen input and Township Committee decision making, it has been decided that policies and rules have been established to promote civility and maintain decorum at local public meetings and remote public meetings in accordance with N.J.A.C. 5:39-1.4 (f)-(h) which appears as Chapter 20 of the Code of the Township of Wyckoff; and

**WHEREAS**, if a member of the public becomes disruptive during a remote public meeting, including during any period for public comment, the Mayor or his designee, shall mute or continue muting, or direct appropriate staff to mute or continue muting, the disruptive member of the public and warn that continued disruption may result in their being prevented from speaking during the remote public meeting or removed from the remote public meeting; and

**WHEREAS**, disruptive conduct at a public or remote public meeting includes sustained inappropriate behaviors such as, but not necessarily limited to, shouting, interruption, and use of profanity; and

**WHEREAS**, any member of the public who continues to act in a disruptive manner at a remote public meeting after receiving an initial warning, may be muted while other members of the public are allowed to proceed with their questions or comments; and

**WHEREAS**, if time permits, the disruptive individual shall be allowed to speak after all other members of the public have been given the opportunity to make comment and, if the person still remains disruptive, the individual may be muted or kept on mute for the remainder of the remote public meeting, or removed from the remote public meeting; and

**WHEREAS**, the content of the electronic notice shall be posted on the main access door of the building where the public would routinely attend public meetings of the local public body in person and the notice must be viewable from the outside; and

**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Wyckoff, in the County of Bergen, State of New Jersey that the standards and procedures for emergency remote meeting protocol as set forth in this resolution and as codified in N.J.A.C. 5:39-1 et seq. are hereby established and adopted; and



**BE IT FURTHER RESOLVED** that procedures and requirements for public participation are hereby established and adopted in order to safeguard public participation in any public or remote public meetings in the Township of Wyckoff and shall apply to all members of the public in attendance at any public or remote public meeting in the Township of Wyckoff.

**BE IT FURTHER RESOLVED** that in order to ensure the continuity of Government when using these commercially available remote meeting technologies and understanding that the Township does not control these technologies, a second technology application shall be part of public notices to allow the Township to switch to a second technology to allow the meeting to be conducted.

**BE IT FURTHER RESOLVED** that in order to further ensure the continuity of Government and allow for public comment, in these situations, the time to accept written comments is extended to 10:00 am the day after the meeting. The written comments will then be read at the next meeting.

#### **CERTIFICATION**

I, NANCY A. BROWN, ACTING MUNICIPAL CLERK OF THE TOWNSHIP OF WYCKOFF, CERTIFY THE ABOVE TO BE A TRUE AND EXACT COPY OF A RESOLUTION ADOPTED BY THE TOWNSHIP COMMITTEE ON OCTOBER 20, 2020.

\_\_\_\_\_  
NANCY A. BROWN  
ACTING MUNICIPAL CLERK

## TOWNSHIP OF WYCKOFF

### ORDINANCE # 1922

**AN ORDINANCE TO RESCIND ORDINANCES #1920 & 1921 TO PROVIDE A CERTAIN CAPITAL IMPROVEMENT IN THE TOWNSHIP OF WYCKOFF AND TO PROVIDE FOR THE RECEIPT, ACCEPTANCE AND DEPOSIT OF BERGEN COUNTY FUNDS THEREFORE AND TO AUTHORIZE APPROPRIATIONS OF \$49,161.28.**

**WHEREAS**, the Township of Wyckoff has been advised by the Bergen County Road Department that Bergen County Road #93, known as Sicomac Avenue, will be paved by Bergen County if the Township of Wyckoff first constructs the remaining curb ramps on Sicomac Avenue between Birchwood Drive and Hawthorne in compliance with New Jersey Department of Transportation's latest construction standard; and

**WHEREAS**, the Township of Wyckoff has been advised by the Bergen County Road Department that the intersection of Bergen County road #S-93, known as Russell Avenue and Bergen County road #93, known as Sicomac Avenue and Bergen County road #87, known as Wyckoff Avenue between Russell Avenue and West Shore Drive will be paved by Bergen County if the Township of Wyckoff first constructs the remaining curb ramps at the intersection of Sicomac Avenue and Russell Avenue as well as on Wyckoff Avenue at Monroe Avenue in compliance with New Jersey Department of Transportation's most recent construction standards; and,

**WHEREAS**, the Township of Wyckoff has received a notice that Bergen County will reimburse the Township of Wyckoff for its construction costs as well as engineering design costs in accordance with the Shared Service Agreement for County Road Resurfacing dated March 9, 2017 and Bergen County Resolution of Contract Award #410-19, dated April 7, 2019; and,

**WHEREAS**, the Township of Wyckoff has entered into a Shared Service Contract with the County of Bergen for Road Resurfacing to participate in the receipt of Bergen County funds made available.

**NOW THEREFORE BE IT ORDAINED**, by the Township Committee of the Township of Wyckoff, County of Bergen, State of New Jersey, as follows:

**SECTION 1:** The Township of Wyckoff in the County of Bergen shall proceed with the construction of barrier-free curb ramps on Sicomac Avenue between Birchwood Drive and Hawthorne as instructed by the Bergen County Road Department in order to obtain the improvement of road resurfacing on Sicomac Avenue, Bergen County Route #93, from Birchwood Avenue to Hawthorne.

**SECTION 2:** The Township of Wyckoff in the County of Bergen shall proceed with the construction of barrier-free curb ramps at the intersection of Sicomac Avenue and Russell Avenue as well as on Wyckoff Avenue at Monroe Avenue as instructed by the Bergen County Road Department in order to obtain the improvement of road resurfacing on Wyckoff Avenue, Bergen County Route #87, from Russell Avenue to West Shore Drive.

**SECTION 3:** The cost of implementing said improvements in Section 1 and Section 2 shall be paid by Township funds:

- a. \$49,161.28 to be authorized specifically for said purpose from the Shared Service Agreement between the County of Bergen and the Township of Wyckoff.
- b. Total appropriation authorized is \$49,161.28.
- c. Ordinances #1920 & 1921 are hereby rescinded.

**SECTION 4:** It is hereby determined and stated:

- a. Said purpose is not a current expense. The same is an Improvement which the Township of Wyckoff may lawfully make or acquire and no part of the cost of said improvement has been or shall be specifically benefited.
- b. It is not necessary to finance this authorization by the issuance of obligations by the Township of Wyckoff pursuant to the Local Bond Law of the State of New Jersey.
- c. The total authorized appropriation in the ordinance is \$49,161.28.

**SECTION 5:** The monies which the Township of Wyckoff is authorized to receive pursuant to the terms of the Shared Service Agreement dated March 9, 2017 between the County of Bergen and the Township of Wyckoff, shall, when received, be placed in a capital improvement fund of the Township of Wyckoff for the purpose set forth in Section 1 of this ordinance.

**SECTION 6:** It is hereby determined and stated that no supplemental debt statement is required to be made and signed in connection with said purpose, since the gross debt of the Township of Wyckoff as defined under the Local Bond Law is not increased by this Ordinance, and no obligations in the matter of notes or bonds are authorized by this Ordinance.

**SECTION 7:** This ordinance shall take effect after publication thereof and final passage as required by law.

**TOWNSHIP OF WYCKOFF  
ORDINANCE #1923**

**AN ORDINANCE AUTHORIZING THE TOWNSHIP OF WYCKOFF TO EXTEND THE LEASE OF REAL PROPERTY, TOGETHER WITH IMPROVEMENTS THEREON, TO THE WYCKOFF TORPEDOES SOCCER CLUB, INC. FOR PUBLIC PURPOSES FOR A TERM OF TEN (10) YEARS WITH A TEN (10) YEAR OPTION PURSUANT TO THE "LOCAL LANDS AND BUILDINGS LAW", NJSA 40A-12.1 ET. SEQ.**

**BE IT ORDAINED**, by the Township Committee of the Township of Wyckoff, County of Bergen, State of New Jersey, as follows:

**SECTION 1.** The Township of Wyckoff shall enter into extend the a lease with the Wyckoff Torpedoes Soccer Club, Inc. a non-profit corporation of the State of New Jersey, for the non-exclusive leasing of a section of real property located in the Township of Wyckoff at Block 202, Lot 7.03, known as the Pulis Recreation Facility, together with all the improvements thereon for public purposes as provided in Section 3.

**SECTION 2.** The Mayor and Township Clerk of the Township of Wyckoff, pursuant to NJSA 40A:12-14(c) are hereby authorized to execute a extend the non-exclusive lease with the Wyckoff Torpedoes Soccer Club, Inc. for a period not to extend of ten (10) years which shall commence on April 30, 2025 with an option for a second ten (10) year period.

**SECTION 3.** The subject premises shall be used by the Wyckoff Torpedoes Soccer Club, Inc. for recreation and other activities for the promotion of education, health, safety, morals and general welfare pursuant to NJSA 40A:12-15. The persons benefiting from the public purpose served by this lease shall be Wyckoff residents, participants in the Township of Wyckoff Recreation Program, members and participants of the Wyckoff Torpedoes Soccer Club, Inc. throughout the term and any renewal of said lease.

**SECTION 4.** The Township Administrator of the Township of Wyckoff shall be responsible for the enforcement of the terms and conditions of the said lease and shall require the Wyckoff Torpedoes Soccer Club, Inc. to submit an annual report indicating the purposes for which the premises was utilized during each year, the number of participants, the number of participants from Wyckoff, compliance with a program that provides training for protecting children from abuse, the activities of the Wyckoff Torpedoes Soccer Club, Inc. undertaken in furtherance of the public purposes for which the lease is granted, the amount of funds utilized for the said public purpose and an affirmation of the continued non-profit status of the corporation pursuant to both State and Federal laws.

**SECTION 5.** Copies of the aforementioned lease and annual report to be submitted by the Wyckoff Torpedoes Soccer Club, Inc. shall be kept on file with the Municipal Clerk of the Township of Wyckoff for public inspection.

**SECTION 6.** If any section of this ordinance shall be adjudged invalid, such adjudication shall apply only to such section or part and the remainder of the ordinance shall be deemed valid and effective.

**SECTION 7.** This ordinance shall take effect immediately upon final passage and publication as required by law.

**AGREEMENT EXTENDING LEASE BETWEEN**

TOWNSHIP OF WYCKOFF,  
LESSOR

AND

WYCKOFF TORPEDOES SOCCER CLUB, INC.,  
LESSEE

**THIS AGREEMENT EXTENDING LEASE**, made this \_\_\_\_\_ day of October 2020, is between the TOWNSHIP OF WYCKOFF, a Municipal Corporation having its principal office at Memorial Town Hall, 340 Franklin Avenue, in the Township of Wyckoff, County of Bergen, and State of New Jersey, hereinafter designated as the “Lessor,”

and

THE WYCKOFF TORPEDOES SOCCER CLUB, INC., a non-profit youth sports organization, with its principal place of business in Wyckoff, New Jersey 07481, hereinafter designated as the “Lessee.”

**WHEREAS**, the Lessor and Lessee entered into a Lease Agreement dated November 25, 2014, hereinafter referred to as the “Lease Agreement;” and

**WHEREAS**, the Lessor is the owner of certain real property located at the end of Spring Meadow Drive in the Township of Wyckoff, County of Bergen, State of New Jersey, which Premises are also known as Block 202, Lot 7.03 on the Tax Assessment Map of the Township of Wyckoff; and

**WHEREAS**, the Lessor has determined that a portion of such real property is not exclusively needed for public use as set forth in Ordinance No. 1750 entitled “An

Ordinance Authorizing the Township of Wyckoff to Lease Real Property, together with improvements thereon, to the Wyckoff Torpedoes Soccer Club, for public purposes pursuant to the “Local Lands and Buildings Law,” N.J.S.A. 40A:12-1, et seq.; and

**WHEREAS**, the portion of such real property which is not exclusively needed for public use by the Lessor which the Lessee has rented from the Lessor pursuant to the Lease Agreement and is desirous of leasing in the future, is that portion of which shall be utilized as athletic fields and a parking lot as designated in the site plan and drawings prepared by Boswell Engineering, dated September 19, 2013, with the last revision date of September 17, 2014, and entitled Pulis Field Improvements Block 200, Lot 1.02, Block 202, Lots 7.02, 7.03, 80.03 Township of Wyckoff Bergen County New Jersey, hereinafter referred to as the “Premises;” and

**WHEREAS**, the Lease Agreement provided that the Lessor leased and the Lessee rented the Premises for recreational and other activities for the promotion of health, safety, morals and general welfare pursuant to N.J.S.A. 40:12-15; and

**WHEREAS**, the Lessee has met its obligations under the Lease Agreement, including its obligation to make certain rental payments to the Lessor; and

**WHEREAS**, the Lease Agreement explicitly anticipates that the Lessor and Lessee will enter into future agreements to lease the Premises and sets forth in Paragraph 1(d) the Lessee’s future payment obligations, assuming that such future agreements are entered into; and

**WHEREAS**, the Lessor and Lessee are desirous of extending the term of the Lease Agreement; and

**WHEREAS**, the Lessee desires to lease the Premises from the Lessor for recreational and other activities for the promotion of health, safety, morals and general welfare pursuant to N.J.S.A. 40:12-15; and

**WHEREAS**, the Lessee warrants and represents that it is a non-profit organization duly authorized to exist and do business under the laws of the State of New Jersey; it is exempt from all income taxes whether Federal, State, County or Local in nature; its Certification of Incorporation and By-Laws enable it to enter into this lease; it is not a political, partisan, sectarian, denominational or religious corporation or association or will the subject Premises be used for any political, partisan, sectarian, denominational or religious purpose; and the persons benefitting from the public purpose served by this Agreement Extending Lease shall be all persons who become members of the Wyckoff Torpedoes Soccer Club and their guests and/or individuals participating in Wyckoff Torpedoes Soccer Club programs; and

**WHEREAS**, this lease extension and any future extensions pursuant to the Lease Agreement and this Agreement Extending Lease shall be contingent upon the Lessee maintaining its status as a non-profit organization with its primary function and purpose being to provide the residents of Wyckoff with a competitive travel soccer club whose players are primarily comprised of residents of the Township of Wyckoff; and

**WHEREAS**, the Lessee represents that for the term of the lease and any extensions, Lessee shall provide opportunities to every Wyckoff youth resident who desires to play soccer for the organization by using its best efforts to provide an appropriate team for all such Wyckoff residents interested in playing soccer with the Lessee's organization; and

**WHEREAS**, the Lessee represents that all of their coaches will receive training with respect to the protection of children.

**WITNESSETH:**

That the Lessor does hereby lease to the Lessee and the Lessee does hereby rent from the Lessor the following non-exclusive use of the above-referenced Premises:

**TERM**

The term of the non-exclusive use of the Premises as set forth in the Lease Agreement is hereby extended an additional ten (10) years, through April 30, 2035. However, for the remaining years of the Lease Agreement and the 10 year extension pursuant to this Agreement Extending Lease, in lieu of rent, a monetary contribution in the amount of \$30,000 per year shall be paid to Wyckoff which shall be placed in the Recreation and Public Purpose District Trust.

**LESSEE'S OPTION**

Lessee is hereby granted an option to extend the lease for an additional ten (10) years, from May 1, 2035 through April 30, 2045 ("Option Term"). Such option must be exercised by the Lessee by way of written notice from Lessee to Lessor no sooner than May 1, 2034 and no later than November 1, 2034. Such option term shall be under the same terms and conditions as the Lease Agreement and as amended by this Agreement Extending Lease, with the exception that the annual monetary contribution for the Option Term shall be \$35,000 per year. Such option right of Lessee shall be contingent upon



Lessee being in compliance with all the terms and conditions of the Lease Agreement and this Agreement Extending Lease.

**REMAINING PROVISIONS OF LEASE AGREEMENT UNCHANGED**

Except as amended by this Agreement Extending Lease, the provisions of the Lease Agreement shall remain unchanged and fully enforceable, and are hereby incorporated into this Agreement Extending Lease.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or caused these presents to be signed by their proper corporate officers and their proper corporate seal to be hereto affixed, the day and year first above-written.

ATTEST:

TOWNSHIP OF WYCKOFF

\_\_\_\_\_  
NANCY COLE, CLERK

By: \_\_\_\_\_  
TIMOTHY SHANLEY, MAYOR

ATTEST:

WYCKOFF TORPEDOES  
SOCCER CLUB, INC.

\_\_\_\_\_  
PAUL LATRONICA,  
SECRETARY

By: \_\_\_\_\_  
BRIAN WEIS,  
PRESIDENT

**TOWNSHIP OF WYCKOFF  
ORDINANCE #1924**

**AN ORDINANCE AUTHORIZING THE TOWNSHIP OF WYCKOFF TO EXECUTE AN AGREEMENT TO ALLOW THE USE OF REAL PROPERTY, TOGETHER WITH IMPROVEMENTS THEREON, TO THE WYCKOFF TORPEDOES SOCCER CLUB, INC. FOR PUBLIC PURPOSES FOR A TERM OF TEN (10) YEARS PURSUANT TO THE "LOCAL LANDS AND BUILDINGS LAW", NJSA 40A-12.1 ET. SEQ.**

**BE IT ORDAINED**, by the Township Committee of the Township of Wyckoff, County of Bergen, State of New Jersey, as follows:

**SECTION 1.** The Township of Wyckoff shall enter into an agreement with the Wyckoff Torpedo Soccer Club, Inc. a non-profit corporation of the State of New Jersey, for the non-exclusive use of a section of real property located in the Township of Wyckoff at Block 258, Lot 1.01, known as the Memorial Field Campus, together with all the improvements thereon for public purposes as provided in Section 3.

**SECTION 2.** The Mayor and Township Clerk of the Township of Wyckoff, pursuant to NJSA 40A:12-14(c) are hereby authorized to execute an agreement non-exclusive with the Wyckoff Torpedoes Soccer Club, Inc. for a period not to exceed ten (10) years which shall commence on September 1, 2020, and an option for a second ten (10) year period.

**SECTION 3.** The subject premises shall be used by the Wyckoff Torpedoes Soccer Club, Inc. for recreation and other activities for the promotion of education, health, safety, morals and general welfare pursuant to NJSA 40A:12-15. The persons benefiting from the public purpose served by this agreement shall be Wyckoff residents, participants in the Township of Wyckoff Recreation Program, members and participants of the Wyckoff Torpedoes Soccer Club, Inc. throughout the term and any renewal of said agreement.

**SECTION 4.** The Township Administrator of the Township of Wyckoff shall be responsible for the enforcement of the terms and conditions of the said agreement and shall require the Wyckoff Torpedoes Soccer Club, Inc. to submit an annual report indicating the purposes for which the premises was utilized during each year, the number of participants, the number of participants from Wyckoff, compliance with a program that provides training for protecting children from abuse, the activities of the Wyckoff Torpedoes Soccer Club, Inc. undertaken in furtherance of the public purposes for which the agreement is provided, the amount of funds utilized for the said public purpose and an affirmation of the continued non-profit status of the corporation pursuant to both State and Federal laws.

**SECTION 5.** Copies of the aforementioned agreement and annual report to be submitted by the Wyckoff Torpedoes Soccer Club, Inc. shall be kept on file with the Municipal Clerk of the Township of Wyckoff for public inspection.

**SECTION 6.** If any section of this ordinance shall be adjudged invalid, such adjudication shall apply only to such section or part and the remainder of the ordinance shall be deemed valid and effective.

**SECTION 7.** This ordinance shall take effect immediately upon final passage and publication as required by law.

# **AGREEMENT BETWEEN**

TOWNSHIP OF WYCKOFF

AND

WYCKOFF TORPEDOES SOCCER CLUB, INC.

**THIS AGREEMENT**, made this 5th day of November 2020, between the **TOWNSHIP OF WYCKOFF**, a Municipal Corporation having its principal office at Memorial Town Hall, 340 Franklin Avenue, in the Township of Wyckoff, County of Bergen, and State of New Jersey, hereinafter referred to as “Wyckoff,”

and

The **WYCKOFF TORPEDOES SOCCER CLUB, INC.**, a non-profit youth sports organization, with its principal place of business in Wyckoff, New Jersey 07481, hereinafter referred to as the “Torpedoes.”

**WHEREAS**, Wyckoff is the owner of certain real property currently utilized as athletic fields and a parking area located behind the public library in the Township of Wyckoff, County of Bergen, State of New Jersey, which premises are also known as a portion of Block 258, Lot 1.01 on the Tax Assessment Map of the Township of Wyckoff;” and

**WHEREAS**, Wyckoff has determined that a portion of such real property that has recently been improved with a new turf athletic field is not exclusively needed for public use as set forth in Ordinance No. 1924 entitled “An Ordinance Authorizing the Township of Wyckoff to Provide Use of Real Property, together with improvements thereon, to the Wyckoff Torpedoes Soccer Club, Inc. for public purposes pursuant to the “Local Lands and Buildings Law,” N.J.S.A. 40A:12-1, et seq.; and

**WHEREAS**, the portion of such real property, which is not exclusively needed for public use by Wyckoff and which the Torpedoes is desirous of using, is that portion of which is comprised of a new turf athletic field located directly behind the public library, hereinafter referred to as the "Premises;" and

**WHEREAS**, the Torpedoes desires to use the Premises for recreational and other activities for the promotion of health, safety, morals, and general welfare pursuant to N.J.S.A. 40:12-15; and

**WHEREAS**, the Torpedoes warrants and represents that it is a non-profit organization duly authorized to exist and do business under the laws of the State of New Jersey; it is exempt from all income taxes whether federal, state, county, or local in nature; its Certificate of Incorporation and By-Laws enable it to enter into this Agreement; it is not a political, partisan, sectarian, denominational, or religious corporation or association nor will the subject Premises be used for any political, partisan, sectarian, denominational, or religious purpose; and the persons benefiting from the public purpose served by this Agreement shall be all persons who become members of the Wyckoff Torpedoes Soccer Club and their guests and/or individuals participating in Wyckoff Torpedoes Soccer Club programs; and

**WHEREAS**, this use Agreement shall be contingent upon the Torpedoes maintaining its status as a non-profit organization with its preliminary function and purpose being to provide the residents of Wyckoff with a competitive travel soccer club whose players are primarily comprised of residents of the Township of Wyckoff; and

**WHEREAS**, the Torpedoes represents that, for the term of this Agreement, the Torpedoes shall provide opportunities to every Wyckoff youth resident who desires to play soccer for the organization by using its best efforts to provide an appropriate team for all such Wyckoff residents interested in playing soccer with the Torpedoes organization; and

**WHEREAS**, the Torpedoes represent that all of their coaches will receive training with respect to the protection of children.

**WITNESETH:**

That Wyckoff does hereby grant use to the Torpedoes and the Torpedoes does hereby accept from Wyckoff the right to the non-exclusive use of the above-referenced Premises:

**TERM**

The Term of the non-exclusive use of the Premises as defined below shall run from September 1, 2020 through August 31, 2030. In addition, the Torpedoes shall have an option for an additional ten (10) year term running from September 1, 2030 through August 31, 2040. Such option must be exercised by the Torpedoes by way of written notice from the Torpedoes to Wyckoff no sooner than one (1) year prior to the expiration of this use Agreement and no later than six (6) months prior to the expiration of this use Agreement. Such option term shall be under the same terms and conditions as this Agreement but the Torpedoes shall pay a mandatory annual monetary contribution, in the amount of \$7,500 per year. Such contribution shall be due on September 1<sup>st</sup> of each year of the 10 year option term.

**1ST: PAYMENT OF CONTRIBUTION**

(a) The Torpedoes shall immediately make a monetary contribution to the Memorial Field Accessory Fund or such other fund as designated by Wyckoff in the amount of FORTY-NINE THOUSAND DOLLARS AND 00/100 (\$49,000.00).

(b) In addition, commencing September 1, 2021, the Torpedoes shall pay a mandatory monetary contribution each year in the amount of FOUR THOUSAND DOLLARS AND 00/100 (\$4,000.00) per year for a period of nine (9) years ending with a final payment on September 1, 2029.

**2ND: COMPLIANCE WITH LAWS**

The Torpedoes shall, within a reasonable period of time, comply with all laws, ordinances, rules, regulations, requirements, and directions of the federal, state, and municipal governments or public authorities and of all of their departments, bureaus, and subdivisions applicable to and affecting the Torpedoes' non-exclusive use of said Premises; including the correction, prevention, and abatement of nuisances, violations, or other grievances caused by the Torpedoes use of the Premises, during the term hereof; and shall within a reasonable period of time, comply with all orders, regulations, requirements, and directives of such authorities and of any insurance companies which have issued or are about to issue policies of insurance covering the said Premises for casualty, damage, or injury caused by the Torpedoes' use of the Premises, at the Torpedoes' own cost and expense.

**3RD: USE OF ATHLETIC FIELDS**

(a) The Torpedoes shall have the right to the non-exclusive use of the Premises comprised of the new turf athletic complex, at times as specified below, to be used in connection with their soccer club activities including, but not limited to, soccer training, games, and tournaments, which the parties agree are consistent with the purposes provided in N.J.S.A. 40A:12-15. The parties agree and recognize that the use of the property to provide for recreational activities such as soccer training and soccer games promote the general welfare of

the community. The Torpedoes' use has been defined as "non-exclusive" since Wyckoff, its residents, and other entities as designated by Wyckoff will also have use of the Premises.

(b) Notwithstanding the above, the Torpedoes shall have use of that portion of the Premises comprised of the athletic turf fields as follows:

- i. Every fall season for a ten (10) week period on Fridays from 7:30 p.m. to 9:00 p.m., the Torpedoes will have use of the entire turf complex.
- ii. Every spring season for a ten (10) week period on Wednesdays, the Torpedoes shall have use of the entire turf complex from 4:00 p.m. to 5:30 p.m. and half the turf complex from 5:30 p.m. to 9:30 p.m.; on Sundays for the six (6) weeks prior to Mothers' Day, the entire complex from 8:00 a.m. to 12:30 p.m. and on Sundays for the four (4) weeks after Mothers' Day, the entire complex from 11:00 a.m. to 12:30 p.m.

The above represents approximately one hundred (100) hours of usage time. Such usage time shall be subject to the reasonable adjustments agreed upon between the Wyckoff Recreational Department and the Torpedoes. If the Torpedoes desire use of the field in connection with a Labor Day tournament, the Torpedoes shall pay a separate monetary contribution for such usage, above and beyond the contributions contemplated herein. In addition, Wyckoff shall have the option of providing the Torpedoes with time during the fall weeks on Mondays from 4:30 p.m. to 9:00 p.m. with no usage fee charge in return for the Torpedoes refraining from the use of Pulis Field, pursuant to a Lease Agreement between the Torpedoes and Wyckoff for the use of Pulis Field, during those same Monday fall hours. The Torpedoes agreed to offer this "location swap" in the spirit of cooperation and accommodation

since it would allow the Township to provide an opportunity for others to use Pulis Field during the fall season on Mondays.

**4TH: MANAGEMENT AND/OR SUPERVISION OF WYCKOFF'S USE OF PREMISES**

Wyckoff shall have no responsibility for the management or supervision of the operation of the Torpedoes' non-exclusive use of the Premises or improvements which exist or that may be constructed and improved on such Premises in connection with the Torpedoes' non-exclusive use during the term hereof. The parties understand that the property will be used by different entities including the Township's recreation department, and, therefore, the Wyckoff Torpedoes Soccer Club shall be responsible for management and supervision of its own use but not the use by others.

**5TH: INDEMNIFICATION**

(a) The Torpedoes will indemnify and hold harmless Wyckoff, the members of the Township Committee, and all Board members, agents, employees, and representatives of Wyckoff, individually, from and against any and all claims, loss, liability, attorneys' fees, and any expense of every kind and nature whatsoever arising out of or related to injuries to or death of persons or damage to property or otherwise occasioned wholly or in part by or resulting from any acts or omissions by the Torpedoes or the Torpedoes' agents, employees, guests, licensees, invitees, subtenants, assignees, or successors, or for any cause or reason whatsoever arising out of or by reason of the use and occupancy by the Torpedoes of the Premises, or the Torpedoes' operation of the facilities thereon. This obligation of the Torpedoes shall not be limited in amount or scope to any insurance coverage obtained by the Torpedoes during the terms of this Agreement.



(b) If any legal action is required to be instituted by Wyckoff against the Torpedoes to enforce any rights of Wyckoff under this Agreement, the Torpedoes shall pay Wyckoff all reasonable expenses incurred by Wyckoff in connection with such action including, but not limited to, attorneys' fees.

**6TH: NON-LIABILITY OF WYCKOFF**

Wyckoff shall not be liable for any damage or injury which may be sustained by the Torpedoes or any other person, as a consequence of the failure, breakage, leakage, or obstruction of any utilities to the Premises and/or improvements on the Premises which is not caused by Wyckoff or by reason of the elements; or resulting from the carelessness, negligence, or improper conduct on the part of any other user, or any of the Torpedoes' agents, employees, guests, licensees, invitees, assignees, or successors; or attributable to any interference with, interruption of, or failure, beyond the control of Wyckoff, of any services to be supplied or furnished by Wyckoff.

**7TH: INSURANCE**

The Torpedoes will, at all times during the term of this Agreement and at its own cost and expense, keep the Premises insured, in connection with the Torpedoes' use of the Premises, against claims for personal injury and property damage with single limits of ONE MILLION DOLLARS AND 00/100 (\$1,000,000.00) for personal injury, ONE HUNDRED THOUSAND DOLLARS AND 00/100 (\$100,000.00) for property damage and with a TWO MILLION DOLLAR AND 00/100 (\$2,000,000.00) general limit, and as may be further required from time to time by Wyckoff related to the Premises with insurance companies and in amounts acceptable to Wyckoff. Such policy shall name the Torpedoes as the named insured and designate Wyckoff as an additional insured. The Torpedoes' insurance requirements pursuant to this paragraph shall

be limited to the Torpedoes' actions and use of the Premises and shall not extend to injuries or damages caused by other individuals' or entities' use of the Premises.

**8TH: CERTIFICATES OF INSURANCE**

Upon the effective date of this Agreement, the Torpedoes shall deliver to Wyckoff Certificates of Insurance for each policy required herein, which Certificates shall contain a provision that, in the event of cancellation, Wyckoff shall receive notice of such cancellation thirty (30) days in advance of such cancellation, otherwise the policy will remain in full force and effect.

The Torpedoes shall renew said policies during the term of this Agreement and file with Wyckoff Certificates of Insurance evidencing that said policies now have been renewed at least thirty (30) days prior to the date on which said renewal policy shall take effect.

**9TH: REMEDIES ON TORPEDOES' DEFAULT**

If there should occur any default on the part of the Torpedoes' in the performance of any conditions and covenants herein contained, Wyckoff shall notify the Torpedoes of such default in writing, and the Torpedoes shall have ninety (90) days to cure such alleged default. If the Torpedoes fails to cure within such ninety (90) day period, Wyckoff shall have the right to terminate the Torpedoes' use of the athletic fields as set forth in paragraph 3rd.

**10TH: TERMINATION DEFAULT**

Upon the occurrence of any of the contingencies set forth in the preceding clause, or should the Torpedoes be adjudicated bankrupt, insolvent, or placed in receivership, or should proceedings be instituted by or against the Torpedoes for bankruptcy, insolvency, receivership,

agreement of composition, or assignment for the benefit of creditors, or if this Agreement or the estate of the Torpedoes hereunder shall pass to another by virtue of any court proceedings, writ of execution, levy, sale, or by operation of law, Wyckoff may, if Wyckoff so elects, at any time thereafter, terminate this Agreement and the term hereof, upon giving to the Torpedoes or to any trustee, receiver, assignee, or other person in charge of or acting as custodian of the assets or property of the Torpedoes, five days (5) notice in writing, of Wyckoff's intention to do so. Upon the giving of such notice, the Torpedoes shall have ninety (90) days to satisfy and/or cure any action by a third party to place the Torpedoes in receivership or involuntary bankruptcy. If the Torpedoes fails to cure, this Agreement and the term hereof shall end on the date fixed in such notice as if the said date was the date originally fixed in this Agreement for the expiration hereof; and Wyckoff shall have the right to remove all persons, goods, fixtures, and chattels therefrom, by force or otherwise, without liability for damages.

**11TH: REMOVAL OF TORPEDOES' PROPERTY**

Any equipment, fixtures, goods, or other property of the Torpedoes, which Wyckoff requires the Torpedoes to remove, not removed by the Torpedoes upon the termination of this Agreement, or upon any quitting, vacating, or abandonment of the Premises by the Torpedoes, or upon the Torpedoes' removal, shall be considered as abandoned and Wyckoff shall have the right, without any notice to the Torpedoes, to sell or otherwise dispose of the same, at the expense of the Torpedoes, and shall not be accountable to the Torpedoes for any part of the proceeds of such sale, if any. Notwithstanding the above, Wyckoff shall be required to give written notice to the Torpedoes to remove such property and the Torpedoes shall be given ten (10) days from the receipt of such notice to remove the Torpedoes' property.

**12TH: CUMULATIVE REMEDIES**

In the event the Torpedoes fails to perform any or all of the obligations imposed upon the Torpedoes under this Agreement, including, but not limited to, its obligation to obtain insurance, Wyckoff shall have the right (among other remedies available to Wyckoff hereunder or by law) to obtain such insurance or to otherwise perform any obligation of the Torpedoes which the Torpedoes may not have performed, and the cost and expense incurred by Wyckoff in performing such obligation shall be paid to Wyckoff by the Torpedoes upon demand.

**13TH: ANNUAL REPORT**

The Torpedoes, pursuant to R.S. 40A:12-14, shall annually submit a report to the Township Administrator setting out the use during each year; the activities of the Torpedoes undertaken in furtherance of the public purpose for which the use was granted; the approximate value or cost, if any, of such activities in furtherance of such purposes; and an affirmation of the continued tax exempt status of the Torpedoes pursuant to both state and federal law.

**14TH: TERMINATION PURSUANT TO STATUTE AND/OR LAW**

In the event that the Torpedoes fails to comply with the provisions of R.S. 40A:12-14, R.S. 40A:12-15, or any other applicable federal, state, or local laws, Wyckoff may declare the Agreement terminated, at which time it shall be deemed terminated. Notwithstanding the above, the Torpedoes shall have ninety (90) days from the receipt of written notice from Wyckoff to cure such violation.

**15TH: VALIDITY OF AGREEMENT**

The terms, conditions, covenants, and provisions of this Agreement shall be deemed to be severable. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall

not affect the validity of any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.

**16TH: NON-WAIVER OF WYCKOFF**

The various rights, remedies, options, and elections of Wyckoff, expressed herein, are cumulative and the failure of Wyckoff to enforce strict performance by the Torpedoes of the conditions and covenants of this Agreement or to exercise any election or option or to resort or have recourse to any remedy herein conferred or the acceptance by Wyckoff of any installment of usage fee after any breach by the Torpedoes, in any one or more instances, shall not be construed or deemed to be a waiver or a relinquishment for the future by Wyckoff of any such conditions and covenants, options, elections, or remedies, but the same shall continue in full force and effect.

**17TH: TITLE AND QUIET ENJOYMENT**

Wyckoff covenants and represents that Wyckoff is the owner of the Premises herein and has the right and authority to enter into, execute, and deliver this Agreement; and does further covenant that the Torpedoes on paying the donation and usage fees and performing the conditions and covenants herein contained, shall and may peaceably and quietly have, hold, and enjoy the non-exclusive use of the Premises at the times and for the term aforementioned.

**18TH: ENTIRE CONTRACT**

This Agreement contains the entire contract between the parties. No representative, agent, or employee of Wyckoff has been authorized to make any representations or promises with reference to the within agreement or to vary, alter, or modify the terms hereof. No additions, changes or modifications, renewals, or extensions hereof, shall be binding unless reduced to writing and signed by Wyckoff and the Torpedoes.

**19TH: CONFORMATION WITH LAWS AND REGULATIONS**

Wyckoff may pursue the relief or remedy sought in any invalid clause by conforming the said clause with the provisions of the statutes or the regulations of any governmental agency in such case made and provided as if the particular provisions of the applicable statutes or regulations were set forth herein at length.

**20TH: ASSIGNMENT**

The Torpedoes shall not assign, mortgage, or hypothecate this Agreement, nor any part thereof. In addition, the Torpedoes shall not occupy or use the Premises or any part thereof, nor permit or suffer the same to be occupied or used for any purposes other than as herein limited, nor for any purpose deemed unlawful, disreputable, or extra hazardous.

**21ST: REFERENCES**

In all references herein to any parties, persons, entities, or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require. All of the terms, covenants, and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto, and their heirs, executors, administrators, personal or legal representatives, successors, and assigns.

**22ND: CONDITION OF PREMISES**

At all times during the term of this Agreement, in connection with the Torpedoes' use of the Premises, the Torpedoes shall utilize and maintain the Premises in a safe and orderly manner and will collect and remove all debris from the Premises.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals or caused these presents to be signed by their proper corporate officers and their proper corporate seal to be hereto affixed, the day and year first above-written.

ATTEST:

**TOWNSHIP OF WYCKOFF**

\_\_\_\_\_  
NANCY A. COLE, Acting  
Municipal Clerk

By: \_\_\_\_\_  
TIMOTHY E. SHANLEY, Mayor

ATTEST:

**WYCKOFF TORPEDOES SOCCER CLUB, INC.**

\_\_\_\_\_  
PAUL LATRONICA, Secretary

By: \_\_\_\_\_  
BRIAN WEIS, President