

**TOWNSHIP OF WYCKOFF
340 FRANKLIN AVENUE
WYCKOFF, NEW JERSEY**

ORDINANCE #2080

AN ORDINANCE AUTHORIZING THE TOWNSHIP OF WYCKOFF TO ENTER INTO A LEASE EXTENSION WITH WYCKOFF P.T.O. ECONOMY SHOP, INC. FOR CERTAIN REAL PROPERTY AND IMPROVEMENTS LOCATED AT 399 MAIN STREET, KNOWN AS BLOCK 271, LOT 1, FOR PUBLIC PURPOSES PURSUANT TO N.J.S.A. 40A:12-14 AND N.J.S.A. 40A:12-15

WHEREAS, the Township of Wyckoff is the lessee of certain real property and improvements commonly known as the “Old Railroad Station,” located at 399 Main Street, Wyckoff, New Jersey, and designated on the Township Tax Map as Block 271, Lot 1; and

WHEREAS, the Township previously entered into a lease with Wyckoff P.T.O. Economy Shop, Inc., a New Jersey nonprofit corporation, for the use of said premises for public purposes; and

WHEREAS, following the expiration of the prior lease, Wyckoff P.T.O. Economy Shop, Inc. has remained in possession of the premises since June 3, 2025, with the consent of the Township, pending the formal execution of a lease extension; and

WHEREAS, the Township Committee finds and determines that the premises are not presently needed for public use for the term of the lease extension authorized herein, and that it is in the best interests of the Township to continue leasing said premises to Wyckoff P.T.O. Economy Shop, Inc.; and

WHEREAS, the Township Committee further finds and determines that the continued use of the premises by Wyckoff P.T.O. Economy Shop, Inc. for the conduct and operation of its PTO Economy Shop and related nonprofit activities serves public purposes, including the promotion of education, health, safety, morals, and the general welfare, in accordance with *N.J.S.A. 40A:12-15*; and

WHEREAS, the Township Committee desires to authorize a lease extension memorializing, ratifying, and continuing the terms governing the Tenant’s occupancy of the premises from and after June 3, 2025;

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

SECTION 1. The Mayor and Township Clerk are hereby authorized to execute and attest, respectively, a lease extension between the Township of Wyckoff, as Landlord, and Wyckoff P.T.O. Economy Shop, Inc., as Tenant, for the lease

of the aforesaid property and improvements for a term of five (5) years commencing June 3, 2025 and ending June 30, 2030, in substantially the form of lease on file with the Township Clerk, subject to such minor revisions, additions, deletions, clarifications, and modifications as may be approved by the Mayor, Township Clerk, Township Administrator, and Township Attorney, such approval to be conclusively evidenced by execution thereof.

SECTION 2. The annual rent under said lease extension shall be:

- a. Eighty Dollars (\$80.00) per year;
- b. Plus, as additional rent, the amount of the Township's Joint Insurance Fund assessment allocable to fire insurance coverage for the leased premises; and
- c. Plus, as additional rent, the amount of annual rental due and payable from the Township of Wyckoff to the New York Susquehanna & Western Railroad Company, or its successor or assignee, pursuant to the underlying land lease affecting the premises, as annually renewed.

SECTION 3. The leased premises shall be used solely for the conduct and operation of the Wyckoff P.T.O. Economy Shop and related nonprofit activities consistent with the Tenant's corporate purposes and the public purposes described herein.

SECTION 4. The Township Administrator shall be responsible for the administration and enforcement of the terms and conditions of the lease extension and shall require Wyckoff P.T.O. Economy Shop, Inc. to submit an annual report indicating:

- a. the purposes for which the premises were utilized during each year;
- b. the activities undertaken in furtherance of the public purposes for which the lease extension is granted;
- c. the amount of funds utilized for said public purposes; and
- d. an affirmation of the continued nonprofit status of the corporation pursuant to State and Federal law.

Such annual report shall be submitted to the Municipal Clerk on or before November 1 of each year, covering the Tenant's immediately preceding operating year ending June 30.

SECTION 5. Copies of the lease extension and annual reports submitted by Wyckoff P.T.O. Economy Shop, Inc. shall be kept on file with the Township Clerk for public inspection.

SECTION 6. The lease extension authorized herein is expressly contingent upon the Township's ability to continue and renew the underlying land lease and license rights affecting the premises, and the Tenant's rights thereunder

shall remain subject and subordinate thereto, as set forth in the lease extension.

SECTION 7. At the termination of the lease extension authorized herein, the Township Committee may, in its discretion and in accordance with applicable law, further renew, extend, or otherwise modify the lease arrangement upon such terms and conditions as may then be determined to be in the best interests of the Township.

SECTION 8. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the remaining portions of this ordinance.

SECTION 9. All ordinances or parts of ordinances inconsistent herewith are repealed to the extent of such inconsistency.

SECTION 10. This ordinance shall take effect upon final passage and publication according to law.