

**TOWNSHIP OF WYCKOFF  
340 FRANKLIN AVENUE  
COUNTY OF BERGEN, STATE OF NEW JERSEY**

**ORDINANCE #1998**

**AN ORDINANCE PROVIDING FOR THE SITE LEASE FOR THE  
OPERATION OF WIRELESS COMMUNICATION ANTENNAS AND  
RELATED FACILITIES AT 880 BLOOMFIELD AVENUE, WYCKOFF, NJ  
TO DISH WIRELESS, LLC**

**WHEREAS**, the Township of Wyckoff wishes to lease space at the Sports Lighting Tower located at 1 Scott Plaza, Wyckoff, New Jersey for the operation of wireless communication antennas, equipment and related facilities; and

**WHEREAS**, in accordance with the provisions of *N.J.S.A. 40A:12-14(a)* the Township advertised for sealed bids for the lease of the aforementioned space; and

**WHEREAS**, as a result of the advertisement for bids the Township received one (1) sealed proposal from the following telecommunication company:

DISH Wireless, LLC  
3 ADP Boulevard  
Roseland, New Jersey 07068

**NOW, THEREFORE, BE IT ORDAINED** by the Township Council of the Township of Wyckoff in the County of Essex, State of New Jersey, as follows:

**SECTION 1.** In accordance with the provisions of *N.J.S.A. 40A:12-14(a)*, the Township of Wyckoff shall lease space at the Sports Lighting Tower located at 1 Scott Plaza, Wyckoff, New Jersey to DISH Wireless, LLC for a term of five (5) years commencing the first day of the month following the commencement of the bidder's installation known as the "Commencement Date". The specifications prepared for the bid are incorporated herein by reference and are made a part of the Lease Agreement.

**SECTION 2.** The rent to be paid by DISH Wireless, LLC for the first five (5) year term shall be \$32,000 per year. Every year, on the anniversary of the commencement date, there shall be a yearly increase in rent of 3.0%.

**SECTION 3.** The Mayor and Municipal Clerk are hereby authorized to execute any and all documents for the lease of the space to DISH Wireless, LLC.

**SECTION 4.** If any section, sub-section, paragraph, sentence, or any other part of this ordinance is adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remainder of this ordinance.

**SECTION 5.** All ordinances or parts of ordinances which are inconsistent with the provisions of this ordinance are hereby repealed to the extent of such inconsistency.

**SECTION 6.** This ordinance shall take effect after final passage and publication as prescribed by law.