

PUBLIC NOTICE

Public Notice is hereby given that an ordinance of which the following is a copy was introduced, read and passed on first reading by the Council of the Town of Westfield at a meeting held May 26, 1998, and that the said Council will further consider the same for final passage on the 10th day of June, 1998, at 8:30 p.m., in the Council Chamber, Municipal Building, 425 East Broad Street, Westfield, New Jersey, at which time and place any person who may be interested therein will be given an opportunity to be heard concerning said ordinance.

Joy C. Vreeland
Town Clerk

SPECIAL ORDINANCE NO.

AN ORDINANCE GRANTING RENEWAL OF MUNICIPAL CONSENT TO COMCAST CABLEVISION OF NEW JERSEY, INC. TO CONSTRUCT, CONNECT, OPERATE AND MAINTAIN A CABLE TELEVISION AND CABLE TELEVISION COMMUNICATIONS SYSTEM IN THE TOWN OF WESTFIELD, NEW JERSEY.

BE IT ORDAINED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF WESTFIELD, as follows:

SECTION 1. GRANT OF NON-EXCLUSIVE CABLE TELEVISION FRANCHISE AND CABLE TELEVISION COMMUNICATIONS SYSTEM FRANCHISE

The Town hereby grants to Comcast Cablevision of New Jersey, Inc. renewal of its non-exclusive Municipal Consent to place in, upon, along, across, above, over and under highways, streets, alleys, sidewalks, easements, public ways and public places in the Town, poles, wires, cables, underground conduits, manholes and other television conduits and conductors, fixtures, apparatus and equipment as may be necessary for the construction, operation and maintenance in the Town of a cable television and cable television communications system, subject to local ordinances regarding street openings and the prior consent of the BPU.

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 7.6 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 or state definitions:

- (a) "Municipality" or "Town" is the Town of Westfield, County of Union, State of New Jersey.
(b) "Company" is the grantee of rights under this Ordinance and is known as Comcast Cablevision of New Jersey, Inc.
(c) "Act" or "Cable Television Act" is Chapter 186 of the General Laws of New Jersey, and subsequent amendments thereto (Section 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" is the Office of Cable Television (OCTV) of the Board of Public Utilities.
(g) "Basic Cable Service" means any service tier which includes the retransmission of local television broadcast signals as defined by the FCC.
(h) "Preferred Basic Cable Service" means any service tier which includes Basic Cable Service and in addition a package of other channels excluding optional premium or pay per view channels and described in the tariff as "Standard Service" Federal Act of 1934, as amended, including the Cable Communications Policy Act of 1984, as amended by the Cable Television Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, also found at 47 U.S.C. Section 521 et seq.
(i) Video On Demand Services — a service providing video programming to subscribers on an on-demand basis, but does not include services providing video programming prescheduled by the programming provider.
(k) PEG Access Channel — Public, Educational, and Government access channel.
(m) Subscriber — any person or entity to whom basic cable television service is provided.
(n) Cable service — (1) the one way transmission to subscribers of video programming or other programming service, and (2) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.
(o) Parent Corporation — Comcast Corporation, or any successor.
(p) "State of the Art System Technology" shall mean equipment or facilities which
(1) Are commercially available with reasonable delivery schedules from two or more sources of supply; and
(2) Have the capacity to perform their intended functions as demonstrated in systems of similar characteristics; and
(3) Can be implemented by the Company in an economically feasible manner.

SECTION 3. STATEMENT OF FINDINGS

Public hearings conducted by the Town, 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, including the hearing on the Application held on May 20, 1997, having been fully open to the public and the Town having received at said public hearings all comments regarding the qualifications of the Company to receive this renewal of Municipal Consent, the Town 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

- (a) The non-exclusive consent granted herein shall expire fifteen (15) years from the date of expiration of the previous Certificate of Approval as issued by the Board of Public Utilities.
(b) The Municipality may conduct a review of the Company's compliance under this Ordinance. Said review shall commence on the fifth anniversary of the granting of the Renewal Certificate of Approval by the BPU and shall be completed no later than six (6) months from that date. The Town shall notify the Company and the BPU of the commencement of said review in writing and shall also notify the Company and BPU in writing upon completion of said review. Said notification shall present the Town's complete findings in this matter. The review shall take into account whether the Company has met its obligations under this Ordinance and whether the Company's system technology is state of the art. In the event that the Municipality shall find that the Company has not met its obligations under this Ordinance or that its system technology is not state of the art, the Municipality may petition the BPU for appropriate action.

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 Town two percent (2%) of the gross revenues from all subscriptions in the nature of subscription fees paid by subscribers to its cable television reception service in the Town. In the event that state law may later permit a greater franchise fee, the parties shall negotiate in good faith regarding same.

SECTION 6. FRANCHISE TERRITORY

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

SECTION 7. EXTENSION OF SERVICE AND CABLE TELEVISION SERVICE MINIMUMS

- (a) The Company shall be required to proffer service along any public right-of-way to any person's residence or business located in all areas of the franchise territory as described herein, at tariffed rates for standard and non-standard installations.
(b) The Company shall provide to its basic service tier all educational and governmental access programming.

SECTION 8. SYSTEM UPGRADE AND DESIGN

- (a) The Company has completed an upgrade of the cable television distribution system serving the Town as of December 31, 1997. The upgraded system shall be a hybrid fiber optic/coaxial cable system following a "fiber to the node" architecture. The upgraded system shall provide improved picture quality, enhanced signal reliability and increased channel capacity.
(b) Privacy — The Company shall continue to comply with all state and federal statutes and regulations regarding subscriber privacy and the notification of same, including those provisions pertaining to the safeguarding of subscriber information, notice requirements and related matters.

SECTION 9. CONSTRUCTION REQUIREMENTS

Restoration: In the event that the Company or its agents shall disturb any pavement, street surfaces, sidewalks, lawns, or other surface in the natural topography of 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. The Company shall immediately repair any damage to public or private property caused by the installation, removal or repair of the cable system.

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.

Temporary Removal of Cable: The Company shall temporarily move or remove appropriate parts of its facilities to allow for the moving of buildings and machinery or in other similar circumstances. The expense shall be borne by the party requesting such action, except when requested by the Municipality, in which case the Company shall bear the cost.

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 and 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 for the Company's wires and cables. Any removal of any tree in the municipal right of way shall be done in accordance with provisions of municipal ordinances governing such removal, including replacement or restitution. Except in the event of an emergency, the Company shall make a reasonable effort to notify residents affected.

SECTION 10. CUSTOMER SERVICE

In providing services to its customers the Company shall comply with N.J.A.C. 14:18 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 same to the community upon written request of the Town Administrator or Clerk.

SECTION 11. MUNICIPAL COMPLAINT OFFICER

The Office of Cable Television is hereby designated as the complaint officer for the Town of Westfield 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 Town customers from the OCTV. The Town may, at any time, request from the OCTV a report summarizing the number and nature of complaints received against the Company from Town residents.

SECTION 12. LOCAL OFFICE

During the term of this franchise, and any renewal thereof, the Company shall maintain a local business office or agent for the purpose of receiving, investigating and resolving all complaints regarding the quality of service, equipment malfunctions and similar matters. Such local business office shall be open during normal business hours, and in no event less than 9:00 a.m. to 5:00 p.m., Monday through Friday. Telephone response for such purposes as matters herein will be provided by the Company's employees, representatives or agents twenty-four (24) hours per day. The telephone number and address of the local office shall be listed in applicable telephone directories and in correspondence from the Company to the customer. The telephone number for the local office shall utilize an exchange which is a non-toll call for Town residents.

SECTION 13. 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 and necessary to maintain proper clearance for the public or private property pursuant to Section 9 of this Ordinance if not performed by the Company.

SECTION 14. SUBSCRIBER RATES

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

SECTION 15. PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS CHANNELS

- (a) The Company shall continue to provide one (1) dedicated Educational and Governmental Access Channel to be utilized by the Town and its designees and one (1) system-wide public access channel.
(b) Within twelve months of issuance by the BPU of a Renewal Certificate of Approval, the Company shall provide one additional dedicated Educational and Governmental Access Channel to be utilized by the Town and its designees.
(c) The Municipality may require a third Educational and Governmental Access channel provided the following condition shall have been met: During a 16

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On successive week periods (excluding weeks during which Town schools are not in session), each of the two Educational and Governmental Access Channels shall have been in use for original, first-run, non-syndicated, non-prepared, full-motion, non-commercial video programming at least 30 hours per week. [This provision shall not be interpreted to exclude videotaped programming (as opposed to live programming) from counting toward the Town's requirement. A program may be aired twice during a week and still be counted toward the Town's requirement. Any additional airings shall not be counted.]

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Town Clerk

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- (d) Except as otherwise agreed, all Educational and Governmental Access Channels shall remain on the Basic Cable Service tier of service.
(e) Change in Technology: In the event that the Town determines that it is necessary and feasible for it to have interactivity on demand on its Governmental access channels, the Company and the Town shall discuss same and shall negotiate in good faith regarding the cost of same to the Town.
(f) Technical quality: the Company shall take any steps which are necessary to ensure that the signals originated on the access channel(s) are carried without material degradation, and with a signal whose quality is equal to that of other channels the Company transmits.
(g) In support of PEG Access Channel programming the Company shall pay to the Town the sum of \$75,000, as follows:
(1) Within six (6) months of issuance by the BPU of a Renewal Certificate of Approval, the Company shall pay sum of \$50,000; and
(2) Within three (3) months of the fifth (5th) anniversary of the issuance by the BPU of a Renewal Certificate of Approval, the Company shall pay sum of \$25,000.
(h) Within 12 months as required by a Renewal Certificate of Approval, the Company shall construct, at no cost to the Town and on a no direct pass-through basis, an additional dedicated fiber optic return line and all other equipment necessary for the purpose of transporting local access programming from the Town's designated facility to be televised on the Town's access channel.

SECTION 16. COMMITMENTS BY THE COMPANY

- (a) The Company shall provide free standard installation and Preferred Basic Cable Service monthly on up to ten (10) additional outlets in each school in the Town, public and private, elementary, intermediate and secondary. Each outlet installed beyond ten (10) in each school, if any, shall be paid for by the school requesting service on a materials plus labor basis. Monthly service charges shall be billed at the regular tariffed rates for additional outlets.
(b) The Company shall provide free standard installation and Preferred Basic Cable Service monthly on one (1) outlet to each police, fire, first aid, emergency management facility, public library, community center and the public works building in the Town. (A listing is attached as Attachment 1.) Each outlet installed beyond the first in each facility, if any, shall be paid for by the Town on a materials plus labor basis. Monthly service charges shall be billed at the regular tariffed rates for additional outlets.
(c) The Company shall provide free basic Internet access via high-speed cable modem on one (1) non-networked personal computer in each school in the Town, public and private, elementary, intermediate and secondary, at no charge, provided the school is located within 200 feet of active aerial distribution plant. The Company shall additionally provide free basic Internet access via high-speed cable modem on one (1) non-networked personal computer in each public library in the Town, at no charge, provided the facility is located within 200 feet of active aerial cable plant.
(d) Company representatives shall appear at least once annually, upon written request of the Town, at a public meeting of the Governing Body, to discuss matters pertaining to the provision of cable service to residents of the Town and other related issues as the Town and Company may see fit.
(e) The Company shall comply with all applicable FCC regulations regarding high definition television (HDTV), video on demand, digital video compression, Internet access, radio retransmission, high speed cable modems, and interactive program guides.

SECTION 17. TWO WAY SERVICES AND INTERCONNECTION

In the event that the Town determines that it is necessary and feasible for it to contract with the Company for the purpose of providing two-way or interconnection services, the Company shall be required to apply to the BPU for approval to enter into such contract upon terms and conditions to be agreed upon by the Town and the Company. All costs for such application to the BPU shall be borne by the Town.

SECTION 18. EMERGENCY USES

Upon activation of the State's Emergency Alert System ("EAS"), the Company shall be required to have the capability to override at the head end of a portion of the system in order to permit the cablecasting of emergency messages. The Company's participation in the EAS shall be in compliance with applicable state and federal statutes and regulations. The Municipality, along with the Company, shall establish reasonable procedures for such emergency uses.

SECTION 19. LIABILITY INSURANCE

The Company agrees to maintain and keep in full force and effect at its sole expense at all times during the term of this consent, a comprehensive general liability insurance policy naming the Municipality as an insured with a single limit amount of \$1,000,000 covering liability for any death, personal injury, property damages or other liability and insuring against loss by any such claim, suit, judgement, execution or demand arising out of its construction and operation of the cable television and cable television communications system, and an excess liability (or "umbrella") policy in the amount of \$3,000,000.

SECTION 20. INDEMNITY

To the extent required by law, and except as to any damage or loss sustained or caused by the acts or omissions of the Town, its agents or employees, the Company shall hold and save the Municipality harmless from and indemnify and defend the Municipality against every claim, loss and liability of every kind, arising in any and every way directly or indirectly, immediately and consequently, including attorneys fees, from the grant or use of this municipal consent.

For purposes of this section, "loss" shall include all actual legal fees and court costs.

SECTION 21. INCORPORATION OF THE APPLICATION

All of the commitments and statements contained in the application and any amendment thereto submitted in writing to the Municipality by the Company, except as modified herein, are binding upon the Company as terms and conditions of this consent. The application and any other relevant writing submitted by the Company shall be annexed hereto and made a part hereof by reference thereto to the extent that they do not conflict with State or federal law.

1 T - 5/28/98, The Leader Fee: \$226.95

PUBLIC NOTICE

Public Notice is hereby given that an ordinance of which the following is a copy was introduced, read and passed on first reading by the Council of the Town of Westfield at a meeting held May 26, 1998, and that the said Council will further consider the same for final passage on the 10th day of June, 1998, at 8:30 p.m., in the Council Chamber, Municipal Building, 425 East Broad Street, Westfield, New Jersey, at which time and place any person who may be interested therein will be given an opportunity to be heard concerning said ordinance.

Joy C. Vreeland
Town Clerk

GENERAL ORDINANCE NO.

AN ORDINANCE TO AMEND THE CODE OF THE TOWN OF WESTFIELD CHAPTER 2. "ADMINISTRATION," ARTICLE II, "TOWN OFFICERS AND EMPLOYEES, DIVISION 3, PERSONNEL POSITIONS AND SALARY SCHEDULE," SEC. 2-12.28, "SCHEDULE."

BE IT ORDAINED BY THE TOWN COUNCIL OF WESTFIELD in the County of Union as follows:

SECTION I.

That the Code of the Town of Westfield be and is hereby amended by revising Section 2-12.28, "Schedule," in Chapter 2, "Administration" Article II, "Town Officers and Employees," Division 3, "Personnel Positions and Salary Schedule," so that the same shall read as follows:

- 1. Employees Covered
All present and future full time employees of the Town of Westfield whose positions are covered by the collective bargaining agreement between the Town of Westfield and the Communication Workers of America Local 1040 and who are on the payroll on the date of signing of the agreement.
2. Salary Range and Grade
a) Effective January 1, 1998

Table with columns: GRADE, JOB TITLE, SALARY RANGE. Lists various positions like General Office Clerk, Deputy Tax Collector, Sanitarian, etc. with corresponding salary ranges.

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Joy C. Vreeland
Town Clerk

SPECIAL ORDINANCE NO.

AN ORDINANCE TO VACATE A PORTION OF A PUBLIC RIGHT-OF-WAY KNOWN AS MADISON AVENUE AND THE ENTIRE RIGHT OF WAY OF SEDGWICK AVENUE

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF WESTFIELD as follows:

The Town Council of the Town of Westfield does hereby find that the lands hereinafter described which have been dedicated to public use as streets, but have not been accepted, existing only as paper streets, and that the Town of Westfield will be better served by releasing the lands hereinafter described from the dedication thereof except as to the rights of the Town of Westfield and all utility companies to have, maintain, and install facilities over, under and upon the vacated portions of Madison Avenue and Sedgewick Avenue, now and in the future, which rights are reserved as provided herein.

SECTION II.

All public rights arising from the dedication of the lands hereinafter described, being a part of a street known as Madison Avenue and the entire street known as Sedgewick Avenue in the Town of Westfield are hereby released and vacated except as to the rights of the Town of Westfield and all utility companies to have, maintain and install facilities over, under and upon the vacated portions of Madison Avenue and Sedgewick Avenue, now and in the future, which rights are reserved.

SECTION III.

The portion of the said public right-of-way consisting of a fifty foot (50.00') wide portion of Madison Avenue to be vacated is described as follows:

Beginning at an angle point in the southeasterly sideline of Madison Avenue, said point being 192.20 feet northeasterly along the southeasterly sideline of Madison Avenue from its intersection with the northeasterly sideline of Prospect Street (66 feet Wide), and running:

thence (1) North 53 degrees, 03 minutes, 57 seconds West, a distance of 50.00 feet to a point on the northwesterly sideline of Madison Avenue,

thence (2) North 37 degrees, 12 minutes, 06 seconds East, along the northwesterly sideline of Madison Avenue, a distance of 0.13 feet to an angle point in same,

thence (3) North 36 degrees, 58 minutes East, continuing along the northwesterly sideline of Madison Avenue, a distance of 100.79 feet to its intersection with the current southwesterly sideline of Sedgewick Avenue (40 feet Wide)

thence (4) South 53 degrees, 02 minutes East along the extended southwesterly sideline of Sedgewick Avenue, a distance of 50.00 feet to its intersection with the southeasterly sideline of Madison Avenue,

thence (5) South 36 degrees, 58 minutes West, along the southeasterly sideline of Madison Avenue, a distance of 100.89 feet to the point and place of beginning.

The afore described parcel is as shown on a plat entitled "Plan Showing Vacation of Sedgewick Avenue and Part of Madison Avenue, Phase I." Said plat was prepared by the Town of Westfield Surveying Division and is on file in the Town of Westfield Engineer's Office.

SECTION IV.

The entire right-of-way of Sedgewick Avenue to be vacated is described as follows:

Beginning at the point of intersection of the southeasterly sideline of Madison Avenue with the southwesterly sideline of Sedgewick Avenue, said point being located by the following two courses. From the intersection of the northwesterly sideline of Prospect Street (66 feet Wide) with the southeasterly sideline of Madison Avenue, running, Thence (a) North 37 degrees, 12 minutes, 06 seconds East, along the southeasterly sideline of Madison Avenue, a distance of 192.20 feet to an angle point, thence (b) North 36 degrees, 58 minutes East, continuing along the southeasterly sideline of Madison Avenue, a distance of 100.89 feet to the point of beginning, and running:

thence (1) North 53 degrees, 02 minutes West, along the extended and southwesterly sideline of Sedgewick Avenue, a distance of 250.00 feet to its intersection with the southeasterly sideline of Sherman Avenue,

thence (2) North 36 degrees, 10 minutes, 07 seconds East, along the extended southeasterly sideline of Sherman Avenue, a distance of 40.00 feet to its intersection with the northeasterly sideline of Sedgewick Avenue,

thence (3) South 53 degrees, 02 minutes East, along the northeasterly sideline of Sedgewick Avenue, a distance of 687.12 feet to the endline of Sedgewick Avenue,

thence (4) South 38 degrees, 59 minutes, 53 seconds West, along the endline of Sedgewick Avenue, a distance of 40.02 feet to its intersection with the southwesterly sideline of Sedgewick Avenue,

thence (5) North 53 degrees, 02 minutes, West along the southwesterly sideline of Sedgewick Avenue, a distance of 435.99 feet to the point and place of beginning.

The afore described parcel is as shown on a plat entitled "Plan Showing Vacation of Sedgewick Avenue and Part of Madison Avenue, Phase I." Said plat was prepared by the Town of Westfield Surveying Division and is on file in the Town of Westfield Engineer's Office.

SECTION V.

The said public right-of-way known as a portion of Sedgewick Avenue to be vacated and annexed to Lot No. 21, Block No. 101 is described as follows:

Beginning at the intersection of the northeasterly sideline of Sedgewick Avenue, with the northwesterly endline of Sedgewick Avenue, and running:

thence (1) South 53 degrees, 02 minutes East, along the northeasterly sideline of Sedgewick Avenue, a distance of 119.97 feet to a point,

thence (2) South 36 degrees, 58 minutes West, a distance of 20.00 feet to a point on the centerline of Sedgewick Avenue,

thence (3) North 53 degrees, 02 minutes West, along the centerline of Sedgewick Avenue, a distance of 119.68 feet to a point on the northwesterly endline of Sedgewick Avenue,

thence (4) North 36 degrees, 10 minutes, 07 seconds East, along the said endline of Sedgewick Avenue, a distance of 20.00 feet to the point and place of beginning.

The afore described Parcel "A" is as shown on a plat entitled "Plan Showing Vacation of Sedgewick Avenue and Part of Madison Avenue, Phase I." Said plat was prepared by the Town of Westfield Surveying Division and is on file in the Town of Westfield Engineer's Office.

SECTION VI.

The said public right-of-way known as a portion of Sedgewick Avenue to be vacated and annexed to Lot No. 22, Block No. 101 is described as follows:

Beginning at a point on the northeasterly sideline of Sedgewick Avenue, said point being 119.97 feet along the northeasterly sideline of Sedgewick Avenue from its intersection with the northwesterly endline of Sedgewick Avenue, and running:

thence (1) South 53 degrees, 02 minutes East, along the northeasterly sideline of Sedgewick Avenue, a distance of 175.10 feet to a point,

thence (2) South 36 degrees, 58 minutes West, a distance of 20.00 feet to a point on the centerline of Sedgewick Avenue,

thence (3) North 53 degrees, 02 minutes West along the centerline of Sedgewick Avenue, a distance of 175.10 feet to a point,

thence (4) North 36 degrees, 58 minutes East, a distance of 20.00 feet to the point and place of beginning.

The afore described Parcel "B" is as shown on a plat entitled "Plan Showing Vacation of Sedgewick Avenue and Part of Madison Avenue, Phase I." Said plat was prepared by the Town of Westfield Surveying Division and is on file in the Town of Westfield Engineer's Office.

Afore described property (3,502.10 s. f.) is a twenty foot (20.00') wide strip running along the northeasterly sideline of Sedgewick Avenue (currently 40' R.O.W.), about to be vacated and annexed to Lot No. 22, Block No. 101.

SECTION VII.

The said public right-of-way known as a portion of Sedgewick Avenue to be vacated and annexed to Lot No. 23, Block No. 101 is described as follows:

Beginning at a point on the northeasterly sideline of Sedgewick Avenue, said point being 295.07 feet along the northeasterly sideline of Sedgewick Avenue from its intersection with

CONTINUED ON PAGE 20

Table with columns: GRADE, JOB TITLE, SALARY RANGE. Lists positions like Senior Custodian, Data Entry Technician, Building Code Processor, etc. with salary ranges.

3. Part-Time Employees
All permanent part-time employees of the Town of Westfield whose positions are covered by the collective bargaining agreement between the Town of Westfield and the Communications Workers of America Local 1040

a) Rate of Pay - Permanent Part-Time
Effective January 1, 1998, and thereafter at the dates set forth, the following hourly wage shall be paid at the rates shown to the employees in No. 3 above:

Table with columns: Effective Date, Hourly Rate. Shows rates for 1/1/98, 1/1/99, 1/1/00.

4. Unclassified Employees
The following positions of the Town of Westfield which are covered by the collective bargaining agreement between the Town of Westfield and the Communication Workers of America Local 1040 shall be effective January 1, 1998 and thereafter at the dates set forth shall be at the rates shown.

Table with columns: Position, 1/1/98, 1/1/99, 1/1/00. Lists positions like Zoning Officer, Youth Coordinator, etc.

5. Implementation
Implementation of the aforesaid wage and salary schedule shall be as provided in the collective bargaining agreement between the Town of Westfield and Local 1040 of the Communication Workers of America, in effect at the time.

SECTION II.

Any or all ordinances or parts thereof in conflict, or inconsistent, with any part of the terms of this ordinance are hereby repealed to the extent that they are in such conflict or inconsistent.

SECTION III.

In the event that any section, part or provision of this ordinance shall be held to be unconstitutional or invalid by any court, such holdings shall not affect the validity of this ordinance as a whole, or any part thereof, other than the part so held unconstitutional or invalid.

SECTION IV.

This ordinance shall take effect after passage and publication as soon as, and in the manner, provided by law.

1 T - 5/28/98, The Leader Fee: \$221.34