

**CITY OF HAVERHILL, MASSACHUSETTS – COMCAST OF MASSACHUSETTS III, INC.**  
**INSTITUTIONAL NETWORK FIBER USE AGREEMENT**

**THIS INSTUTIONAL NETWORK FIBER USE AGREEMENT** (the “Agreement”) is entered into between COMCAST OF MASSACHUSETTS III, INC. (the “Company”), and the CITY OF HAVERHILL, MASSACHUSETTS (the “City”), a City in the Commonwealth of Massachusetts (each a “Party” and together referred to as the “Parties”).

**WHEREAS**, the Company operates a Cable System and provides cable television service in the City pursuant to the License Agreement entered into June \_\_\_, 2020 (with an Effective Date of July 1, 2020 (“2020 Cable License Agreement”));

**WHEREAS**, the Company currently operates an Institutional Network pursuant to the cable television renewal license entered into by the Parties on April 4, 2009, and agree herein to transition the provision of said Institutional Network services, as more specifically set out herein, from a cable license agreement to an Institutional Network Fiber Use Agreement;

**WHEREAS**, the City and the Company agree that the continued operation of the Institutional Network (“I-Net”) is in the public interest;

**WHEREAS**, the Company grants the City the right to use the I-Net for the term of this Agreement, consistent with the terms and conditions set forth herein;

**NOW THEREFORE**, in consideration of the promises, terms and conditions set forth below, which each of the Parties acknowledges as good and valuable consideration that supports their mutual promises and obligations herein, the City and Company mutually agree as follows:

**1. I-NET FACILITIES**

- A. The “I-Net Facilities” or “I-Net” covered by this Agreement are the existing Company constructed fiber connections to the demarcation point at the City’s I-Net sites as specifically identified on Exhibit A. The “Demarcation Point” for purposes of this Agreement shall be the I-Net patch panel, termination block, or other termination device located at each of the City’s I-Net Facilities listed in Exhibit A or such other location in the building agreed to by the parties. The I-Net Facilities shall be capable of full bi-directional, video, voice, and high-speed data communication between and among the City’s I-Net sites. The Company I-Net hub-site shall for PEG Access be at the PEG Access studio located at 60 Elm Street and for all other I-Net purposes shall be at the Haverhill City Hall.
- B. The City accepts sole responsibility for all end user equipment necessary to make the City’s I-Net sites operational on the City’s side of the Demarcation Point.
- C. The I-Net infrastructure covered by this Agreement includes all backbone and lateral fiber cables and strands, connectors, splices, splice boxes, housings and cabinets, conduit, attachments and any other appurtenances, necessary to physically provide continuous connectivity between and among the I-Net sites listed in Exhibit “A”.

## **2. TERM**

The initial term of the Agreement shall be for ten (10) years beginning on July 1, 2020 (“Effective Date”) and ending June 30, 2030 (“Initial Term”), unless terminated earlier in accordance with the terms and conditions of the Agreement. If the Parties have not reached agreement on the terms of the renewal of this Agreement before the end of the Initial Term or any subsequent Additional Term, this Agreement shall be extended on a month-to-month basis, unless and until either Party provides the other with written notice of termination at least sixty (60) calendar days prior to the requested date of termination. The Parties shall use commercially reasonable efforts to meet in a timely manner and discuss renewal and renewal terms.

## **3. MAINTENANCE AND REPAIR OBLIGATIONS**

A. The Company shall perform all demand, preventative and routine maintenance and repairs (“maintenance”) of the I-Net Facilities up to the Demarcation Point. Maintenance shall be performed by the Company at the same time and in the same fashion as demand, routine and preventative maintenance consistent with (i) the Company’s cable residential subscriber network with respect to PEG Access video; and (ii) as follows:

(i) The City and/or its designee shall be solely responsible for any and all User terminal interface.

(ii) The Company shall be responsible for any Headend and/or I-Net Hub Site equipment necessary to make the I-Net function, including responsibility for the underlying I-Net and distribution cables, wires, amplifiers and switching equipment located Headend and/or I-Net Hub; provided, however, that the City and/or its designee(s) shall be responsible for any City (or designee) owned equipment which may be needed to be located in the I-Net Hub and/or I-Net Buildings as referenced in Section 3A(i) above. The City shall continue providing the Company with appropriate space for the I-Net Hub Site. The Company shall continue to be responsible for equipment to enable its I-Net to interact with the Company's Subscriber Network in order that PEG Access Programming carried over its I-Net may be transmitted upstream by the Company to the Company-owned Headend via an I-Net channel and then downstream on the appropriate PEG Access Channel.

(iii) The I-Net shall continue to be operated and maintained in compliance with applicable FCC rules and/or regulations and technical specifications consistent with those prescribed for signals of a Cable System and shall continue to be maintained to provide the capabilities and functionalities existing as of the Effective Date hereof. In the event that there are technical problems with the I-Net, excluding (1) any devices, hardware or software not under the control or ownership of the Company and/or (2) equipment installed by the City or other User, the Company shall use best efforts to resolve the technical problem within twenty-four (24) hours. Should the problem continue, the City and the Company shall discuss a resolution of the problem, including a performance test of the I-Net, if appropriate. The demarcation point between the equipment owned, operated and maintained by the Company and the equipment owned, operated and maintained by the City or its designee shall be at the output of the signal transportation equipment or its equivalent device owned by the City or its designee, except that with respect to PEG Access Programming, the demarcation point shall be the input of the Licensee owned equipment used for video signal transport . The Licensee shall own, maintain, repair and, if necessary, replace the video signal transport equipment.

- B. The Company shall prepare and deliver to the City by May 15<sup>th</sup> of each year an invoice in the amount specified in Exhibit "B" to cover the costs of demand, routine and preventative maintenance for the following twelve (12) months period beginning on July 1<sup>st</sup> (i.e. July 1<sup>st</sup> through June 30<sup>th</sup>). (The invoice for the twelve (12) month period from July 1, 2020 through June 30, 2021 will be provided by the Company after the execution of this Agreement.) If the demand, routine and preventative maintenance costs exceed that amount, any excess costs shall be the Company's responsibility. The Company shall submit this invoice to the City, attention to the City of Haverhill, Office of the Mayor, Haverhill City Hall, 4 Summer Street, Haverhill, MA 01830. The City shall process the invoice for payment within sixty (60) calendar days from receipt of the invoice. In the event the invoice cannot be paid due to a lack of appropriation by the City, Company shall have the right to terminate this Agreement and all use of the network on 60-days written notice.
- C. All maintenance work shall be performed in a manner consistent with ensuring that the network is highly reliable and is able to provide all capabilities and functionalities existing as of the Effective Date of this Agreement and in a manner consistent with good engineering practice using qualified personnel. The maintenance obligations herein shall not include the replacement or upgrade of the I-Net.
- D. The Company shall provide continuous service on the I-Net within the standards for network availability and reliability parameters which are the norms for I-Nets.

#### **4. USE OF I-NET FACILITIES**

- A. Subject to the restrictions set forth in this Section 4, the City may use the I-Net Facilities for any lawful noncommercial, municipal, educational and governmental purpose existing with respect to the I-Net Facilities as of the Effective Date of this Agreement. The Parties acknowledge that the I-Net Facilities will be used for PEG Access programming (video and accompanying audio return) by the City and/or its designated PEG Access Provider. (Any reference in this Agreement to the City's use of the I-Net shall be deemed to include use by the City's Access Provider pursuant hereto.)
- B. The City shall not use or permit any other entity or person to use the I-Net Facilities in violation of this Agreement or of any law, rule, regulation or order of any governmental authority having jurisdiction over the I-Net Facilities. The City shall not use or permit any other entity or person to use the I-Net Facilities to provide any service or products to third parties that compete with any product or services provided by the Company, however it is the intention of this Agreement and it is understood and agreed that the I-Net Facilities may and will be used by the City's Access Provider (the entity designated by the City's Mayor as Cable License Issuing Authority for the purpose of operating and managing the use of Public, Educational and Governmental ("PEG") Access equipment and channels on the cable television system) for PEG Access video return. The City may not utilize the I-Net Facilities for any for-profit purpose.
- C. The City may not lease, barter, sell or give away capacity or any portion of the network, to any private entity or third party for a commercial purpose without the prior written permission of the Company.
- D. The Parties agree that the Company shall not charge for the use of the I-Net provided to the City, other than the charges specified in this Agreement. The Company agrees that I-Net costs shall not

be deducted from nor count toward franchise fees or License PEG Capital or PEG Access support payments.

- E. The Company shall not be obligated to expand the I-Net, replace the I-Net or in any way compensate the City for the I-Net should the fiber that comprises the I-Net reach the end of its useful life (“EOUL”) as determined by independent engineering tests. Such tests shall include an assessment of physical condition, as well as the optical transmission performance of the fiber optic infrastructure. Such performance will include, but may not be limited to, optical signal attenuation as measured by an OTDR and evaluation of the measurements against the performance required by the City. Such test will be administered by an independent, third party vendor that is mutually agreed upon by both the Company and the City. All costs for the tests will be paid by the Company.

If the independent third party vendor determines that the I-Net has reached its EOUL, the Company shall have no further obligation to maintain and operate the I-Net, except as otherwise agreed to by the parties hereto, including the Company agreeing to consider replacement of the EOUL I-Net fiber at industry standard labor and material cost rates, pursuant to a separate written agreement between the parties.

## **5. RELOCATION**

In the event the Company alters its cable system or takes other action requiring the relocation, replacement, or extension of I-Net Facilities under this Agreement, it shall be responsible for costs necessary for such relocation, replacement, or extension. If relocation, replacement, or extension of I-Net Facilities is needed or caused as a result of action by the City, including relocation of sites listed in Exhibit A, or action by a party under contract with or to the City (“Agent”) and the City had the authority to prevent the relocation, replacement or extension of I-Net Facilities, the Company shall be entitled to reimbursement for any documented and invoiced costs associated with any such alteration, replacement, or extension from the entity causing such alteration, replacement or extension. If the entity is the City or is an agent of the City, then the reimbursement would be from the City or its Agent. The Company shall not be entitled to such reimbursement if the City, in its discretion, releases the Company from its obligation hereunder to provide said I-Net Services to the affected portion of the I-Net.

## **6. OWNERSHIP AND INDEFEASIBLE RIGHT OF USE**

All right, title, and interest in the I-Net Facilities and any other equipment or facility of the Company shall, at all times, remain exclusively with the Company. The City is granted an exclusive right of use of the I-Net Facilities in accordance with the terms and conditions set forth in this Agreement.

## **7. LIENS AND ENCUMBRANCES**

Neither Party, directly or indirectly, shall create or impose any lien on the property of the other Party, or on the rights or title relating thereto, or any interest therein, or in this Agreement. Each Party will promptly, at its own expense, take such action as may be necessary to duly discharge any lien created by it on the property of the other. However, nothing in this Agreement shall be so construed as to prohibit the owner of any facilities from permitting the creation or imposition of a security interest on facilities that it owns.

## **8. INDEMNIFICATION AND INSURANCE**

- A. The Company agrees to indemnify, defend, protect and save the City, its elected officials, appointees, directors, employees, agents, and representatives harmless from and against any claim, damages, loss, liability, cost, and expense (including reasonable attorneys' fees), in connection with any personal injury or other tortious act, any other act or omission under this Agreement, including death, loss, or damage to any property or facilities arising out of or resulting in any way from the negligence, violation of any law or regulation or willful misconduct of the Company, its employees, servants, contractors, and/or agents in connection with or resulting from acts or omissions with respect to the physical plant of the I-Net and the maintenance activities of or on the I-Net. The Company shall have no indemnification obligation out a failure of an application the City is using over the I-Net. By way of example, if the City chooses to use the I-Net in support of emergency services to the public and an individual is harmed due to a network problem preventing a timely emergency response, the Company shall have no indemnification obligation and makes no warranty as to suitability for such purposes.
- B. The City shall be responsible for its own acts and those of its employees, servants, contractors, and/or agents in its use of the I-Net Facilities or any other activity it undertakes under this Agreement.
- C. Neither Party shall be liable to the other for any consequential or punitive damages. EXCEPT AS OTHERWISE PROVIDED HEREIN, COMPANY PROVIDES THE I-NET AS-IS WITH NO WARRANTY OR GUARANTEE AS TO SUITABILITY FOR ALL POSSIBLE USES THE CITY MAY ATTEMPT TO MAKE OF THE NETWORK. ANY DAMAGES OWED BY THE COMPANY FOR SERVICE OUTAGES SHALL BE LIMITED TO THE PRO RATA PORTION OF THE FEE SET FORTH IN SECTION 3.B. ABOVE, FOR THE APPLICABLE OUTAGE PERIOD.
- D. The obligations of the indemnity set forth in Section 8A are subject to the following conditions: The indemnified Party (the City) shall (i) give timely written notice necessary to avoid an entry of default judgment to the indemnifying Party ("Indemnitor") (the Company), of any claim, action or proceeding subject to this Section; and (ii) reasonably cooperate with the Indemnitor in such defense, and (iii) not enter into any settlement or compromise of such claim, action or proceeding without the prior written consent of the Indemnitor.
- E. The Company shall insure its liabilities hereunder in accordance with the following insurance requirements and minimum coverage amounts:
- (a) A commercial general liability insurance policy, written on an occurrence basis, naming the City, its officers, boards, commissions, committees, agent and employees as additional insureds on all claims on account of injury to or death of a person or persons, for which the Company may be responsible hereunder, with a minimum liability of One Million Dollars (\$1,000,000). The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for personal injury, broad form property damage, products and completed operations liability, independent contractor's liability, coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.
  - (b) Automobile liability insurance for owned automobiles and trucks, non-owned automobiles and trucks and/or rented automobiles and trucks in the amount of: (i) One Million

Dollars (\$1,000,000) combined single limit for bodily injury and consequent death and property damage per occurrence;

(c) Workers Compensation in the minimum amount of the statutory limit.

(d) The Company shall carry excess liability, written on an occurrence basis, in the minimum amount of Five Million Dollars (\$5,000,000) umbrella form over all other insurance required by this Section 10.1(a) and (b).

(e) The following conditions shall apply to the insurance policies required herein:

(i) Such insurance shall commence no later than the Effective Date of this Agreement.

(ii) Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City's insurance for contributions.

(iii) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in the Commonwealth of Massachusetts.

(iv) The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those required herein.

(v) The Company shall be responsible for all deductibles.

(vi) The City, its officials, and employees shall be named as "additional insureds" on all required liability insurance policies.

(vii) Neither this insurance requirement, nor the provision of insurance or insurance proceeds shall limit the liability of the Company pursuant to this Agreement.

(viii) Upon written request of the City, the Company shall provide the City with certificate(s) of insurance for all policies required herein. The Company shall timely notify the Issuing Authority in the event of cancellation or reduction in the coverage amount. Said notice may be by electronic mail (e-mail).

## **9. REQUIRED APPROVALS AND COMPLIANCE WITH APPLICABLE LAW**

A. The Company shall obtain any government authorizations and approvals required for the I-Net Facilities. The City shall cooperate to that end as reasonably requested. The City shall obtain any government authorizations and approvals required for the City's use of the I-Net Facilities. The Company shall cooperate to that end as reasonably required.

B. The Company shall comply with applicable federal and state law and regulations.

## **10. NOTICES**

All notices, demands, requests or other communications given under this Agreement shall be in writing and be given by personal delivery, certified mail, return receipt requested, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested.

If to City:

Mayor  
Haverhill City Hall  
4 Summer Street  
Haverhill MA 01830

If to the Company:

Comcast  
Attn: Vice President Government Affairs  
181 Ballardvale St., Suite 203  
Wilmington, MA 01887

and to:

Comcast Northeast Division  
Vice President Government Affairs  
676 Island Pond Road  
Manchester, NH 03109

**11. DEFAULT AND TERMINATION**

- A. The Company may terminate this Agreement upon sixty (60) calendar days' prior written notice to the City if the City knowingly uses the I-Net Facilities for any purpose other than the purposes authorized in this Agreement and does not abandon such use within fourteen (14) days upon written notice by the Company; or (ii) upon sixty (60) calendar days' written notice to the City, if the City defaults in any other obligation hereunder and fails to cure such default within the aforesaid sixty (60) calendar day period. "Default" shall not include an invoice that has been disputed pursuant to Section 11(D) immediately below. Any such notice of default, including with respect to the alleged unauthorized use of the I-Net Facilities, shall include a reasonably detailed description and the basis of the alleged default. Prior to any such termination of the Agreement hereunder, the parties shall, in good faith, pursue resolution of the matter. Any such termination by the Company shall be subject to a legal action by the City in law and/or in equity.
- B. The Company may terminate this Agreement upon one hundred eighty (180) calendar days' prior written notice to the City, if the Company, through no fault of its own: loses or fails to obtain renewal of any approval, consent, authorization, license, certificate, franchise, or permit required for the Company to perform its material obligations hereunder; or if such approval, consent, authorization, license, certificate, franchise, or permit is suspended for a period longer than sixty (60) calendar days and not renewed; or if it is adversely modified by a governmental authority in a manner that precludes the Company from performing its material obligations hereunder.
- C. The Company may terminate this Agreement without prior notice only to the extent that immediate termination is required by law, or regulation or a governmental authority. The Company shall provide written notice of such termination to the City as soon as it determines that it must comply with such requirement to terminate.
- D. The Company may terminate this Agreement upon sixty (60) calendar days' prior written notice in the event the City fails to pay a Comcast invoice for four (4) consecutive quarters after submission of that invoice to the City by the Company, and fails to cure such failure to pay within the aforesaid sixty (60) calendar day period. If the City disputes any invoiced cost or expense, the City shall give the Company written notice specifying the item disputed and the

reason therefore. The City shall not withhold payment for any cost or expense which is not disputed. The parties shall, in good faith, diligently pursue resolution of any disputed item.

- E. The City may terminate this Agreement upon sixty (60) calendar days' written notice to the Company, if the Company defaults in any material obligation hereunder and fails to cure such default within the aforesaid sixty (60) calendar day period.
- F. If Company's current or any further renewal cable television license(s) in the City is forfeited, terminated or otherwise ceases to be effective and binding upon Company, for reasons other than non-compliance or default by the Company, the Company may terminate this Agreement as of the date of termination of the applicable license(s), but in no event in less than one hundred eighty (180) days from written notice of such event from the Company to the City, unless Company continues to operate its cable system in the City under other local, Federal or State authority and provided this Agreement is not preempted by such other authority. In the event of termination under this paragraph, the City shall pay Company any amounts due and owing under this Agreement within sixty (60) days from the date of Company's termination or Company shall reimburse City the pro-rata share of maintenance fees already paid, whichever applies.
- G. Nothing in this Section 11 shall restrict or otherwise limit the City or the Company from the right to dispute and/or legally challenge a claimed default, including any claimed unauthorized use by the City.
- H. The City shall have the right, in its sole discretion, to terminate this Agreement at any time on or after June 30, 2022 upon ninety (90) days prior written notice to the Company. The City will not be entitled to any return or refund of its annual maintenance cost payment for the subject Agreement year, but shall be responsible for the pro-rata portion, if any, of the maintenance cost amount (see Exhibit B) for the subsequent Agreement year if said 90-day notice period continues into a portion of the subsequent year.
- I. Upon termination of this Agreement, and the conclusion of any judicial appeals, all rights of the City to use the I-Net Facilities shall cease and the Company shall disconnect, terminate and remove the I-Net Facilities from all City buildings, unless otherwise agreed to in writing by the City and elsewhere may disconnect, terminate and remove the I-Net Facilities or subject to and in compliance with any applicable laws and regulations may use the I-Net Facilities for any other purpose. The Company shall provide notice and shall obtain any generally applicable permits from the City to access a public way, and shall obtain permission from the City, which permission shall not be unreasonably denied, to access any City-controlled areas within a building, prior to removing the I-Net from such areas. To the extent the Company removes all or a portion of the I-Net Facilities, it shall be responsible for returning City property to its prior condition, normal wear and tear excluded, to the reasonable satisfaction of the City.

## **12. WAIVER**

The failure of either Party hereto to enforce any of the provisions of this Agreement, or the waiver thereof in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provisions.



### **13. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Massachusetts, and the venue for all actions initiated pursuant to this Agreement shall be in the Courts of Essex County, Massachusetts or the United States District Court encompassing Essex County. The parties hereby waive jury trial in all actions initiated pursuant to this Agreement.

### **14. RULES OF CONSTRUCTION**

The captions and headings in this Agreement are strictly for convenience and shall not be considered as interpreting it or as amplifying or limiting any of its content.

### **15. ASSIGNMENT**

- A. The City shall not assign this Agreement, without the express written consent of the Company, which consent shall be at the Company's sole discretion. Except as identified in this Agreement, the City shall not assign, transfer, directly or indirectly, on an integrated or unintegrated basis, in whole or in part, the I-Net Facilities or its right to use the I-Net Facilities as granted herein without the express written consent of the Company, which consent shall be at the Company's sole discretion.
- B. Any assignment by the Company of its rights under this Agreement, or of any interest of the Company in the I-Net Facilities, shall be subject to the express written consent of the City and the terms of this Agreement in the City's discretion. Such consent shall not be unreasonably withheld. Such assignment by the Company shall in no way adversely affect the City's right of use of the I-Net or the obligations set out in this Agreement. A transfer or assignment of a license or control thereof between commonly controlled entities, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer or assignment of a license or control thereof under this Agreement, and any such entity, company or corporation shall remain subject to and shall comply with all terms, conditions and obligations of this Agreement. An "affiliated company" is any person or entity who owns or controls, is owned or controlled by, or is under common ownership or control with, such person or entity.
- C. Any transfer or assignment proceeding which occurs due to a transfer or assignment of the 2020 Cable License Agreement, shall encompass the transfer and assignment of this separate and distinct non-cable Agreement.

### **16. ENTIRE AGREEMENT**

This Agreement including the Exhibits, constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and geographical locations referred to and supersedes any and all prior or contemporaneous agreements whether written or oral. This Agreement and Exhibits cannot be modified except in writing signed by the parties.

**17. RELATIONSHIP OF THE PARTIES**

The relationship between the City and the Company shall not be that of partners, agents or joint ventures for one another and nothing contained in this Agreement shall be deemed to constitute a partnership, agency, or joint venture agreement between them.

**18. FORCE MAJEURE**

The obligations of the Parties hereto are subject to Force Majeure and neither Party shall be in default under this Agreement if any failure or delay in performance, other than the payment of obligations, is caused by any factor beyond such Party's reasonable control, including but not limited to, Acts of God, incidences of terrorism, war or riots, labor strikes or civil disturbances, earthquakes, fire, explosions, epidemics, hurricanes, tornadoes and work delays caused by waiting for utility providers to service or monitor or provide access to utility poles to which Company's facilities are attached or to be attached or conduits in which Company's facilities are located or to be located. If any portion of the I-Net Facilities are destroyed or damaged beyond repair in the Company's reasonable judgment by an event of Force Majeure, the Company will use continuous efforts to restore, rebuild, relocate or otherwise redevelop the impacted I-Net Facilities as soon as commercially reasonable.

**19. SEVERABILITY**

If any provision of this Agreement is found contrary to law or unenforceable by any court of competent jurisdiction, the remaining provisions shall be severable and enforceable in accordance with their terms, unless such unlawful or unenforceable provision is material to the transactions contemplated hereby, in which case the Parties shall negotiate in good faith a substitute provision.

**20. NO THIRD PARTY BENEFICIARIES**

This Agreement is solely for the benefit of the parties named herein and shall not be relied upon by third parties nor shall third parties have any rights arising out of this Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date first written above.

Comcast of Massachusetts III, Inc.  
By:

City of Haverhill, Massachusetts  
By its Mayor:

\_\_\_\_\_  
Trevor Arp, Sr. Vice President  
Greater Boston Region

\_\_\_\_\_  
James Fiorentini

Approved as to legal form:

\_\_\_\_\_  
William H. Solomon  
Special Cable Counsel

**Exhibit A – I-Net Facilities**

City Hall	4 Summer St.
Bradford Elem.	118 Montvale St.
Burnham Elem	45 Fountain St.
Central Office	4 Summer St.
Consentino Middle/Elem	685 Washington St.
Crowell Elem.	26 Belmont Ave.
Golden Hill Elem.	140 Boardman St.
Greenleaf Elem.	58 Chadwick St.
Haverhill High School	137 Monument St.
Hunking Middle/Elem.	9 Winchester St.
Moody Elem.	9 Margin St.
Nettle Middle/Elem.	150 Boardman St.
Pentucket Lake Elem.	252 Concord St.
Silver Hill Elem.	675 Washington St.
Tilton Elem.	70 Grove St.
Transitional Learning Center	415 Primrose St.
Walnut Square Elem.	645 Main St.
Whitter Middle/Elem.	256 Concord St.
Citizen Center	10 Welcome St.
Library	99 Main St.
Police Dept. Police and Fire Disp.	40 Bailey Blvd.
Public Garage	500 Primrose St.
Water Treatment	131 Amesbury Rd.
Wastewater Treatment	40 South Porter St.
Water Maintenance Office	125 Amesbury Rd.
Fire Chiefs Office, Armory	20 Kenzoa Ave.
Water Street Fire Station	131 Water St.
High Street Fire Station	15 High St.
Bradford Fire Station	486 So. Main Street
16th Ave. Fire Station	13 16th Avenue
Haverhill Community Television	60 Elm Street
Haverhill Stadium	Lincoln Ave.
Animal Control Office	Primrose St./Downing Ave.

**Exhibit B**

<b>Annual Cost</b>	
July 2020 – June 2021	\$28,000
July 2021 – June 2022	\$28,500
July 2022 – June 2023	\$29,000
July 2023 – June 2024	\$29,500
July 2024 – June 2025	\$30,000
July 2025 – June 2026	\$30,500
July 2026 – June 2027	\$31,000
July 2027 – June 2028	\$31,500
July 2028 – June 2029	\$32,000
July 2028 – June 2030	\$32,500