

## **PUBLIC HEARING**

Town of Stoughton Select Board  
Thursday ~ October 9, 2025 at 7:00 p.m.  
The Great Hall, 3<sup>rd</sup> Floor – Town Hall  
10 Pearl Street ~ Stoughton, MA 02072

Article VIII – Breach and Sanctions regarding the August 9, 2023 Access Corporation Agreement between the Stoughton Media Access Corporation and the Town of Stoughton

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## SMAC Contract Terms

### Article V, Section 5 Cooperation with Municipal Government

The president of the S.M.A.C. Board of Directors or his or her designee shall provide the Select Board with a quarterly update on the status of operations and capital planning to facilitate communication, transparency, and compliance with this Agreement.

### Article V, Section 9 Review, Annual Report and/or Audit

Reviews, reports or audits of its finances and operations shall be conducted and provided annually by S.M.A.C. as may be required by the regulations of the Attorney General as they may be amended, to its members, if any, to the Stoughton Cable Advisory Committee, to the Issuing Authority and MUNICIPALITY, and if requested, to LICENSEES within ninety (90) days after the close of S.M.A.C.'s fiscal year or within sixty (60) days after the filing of its state and federal tax returns, including any tax extensions filed by S.M.A.C., whichever is later, or at such other time as may be agreed upon by the Parties.

Current Attorney General guidelines provide that an audit is required if an organization's gross support and revenue exceeds \$500,000 in a fiscal year. Organizations with gross support and revenue of more than \$200,000 up to \$500,000 in a fiscal year are required to complete an annual review.

Review of S.M.A.C.'s performance by the MUNICIPALITY, its Issuing Authority, or its designee(s) ("Performance Review"), if conducted, shall be conducted fifteen business days after receipt of the annual review, report, or audit from S.M.A.C. and written notice to S.M.A.C. or at such other time as mutually agreed by the Parties. The Performance Review shall be conducted at a duly noticed meeting of the Select Board at which S.M.A.C. shall be heard. At any such Performance Review all S.M.A.C. officers, directors, attorneys, agents, or managers requested by S.M.A.C., the MUNICIPALITY or its Issuing Authority or designees shall be in attendance. In the event the MUNICIPALITY determines it requires a designee or third party to conduct a Performance Review or Audit, such third party shall be impartial, objective, disinterested, and professionally qualified. Any substantive issues, deficiencies, breaches or defaults raised or found by the MUNICIPALITY, its Issuing Authority, or its designee as a result of the Performance Review shall be provided to the S.M.A.C. Board of Directors by written notice within sixty (60) days of the Performance Review and any determination shall follow the procedures set forth in Article VIII, Section 1 of this Agreement.

### Article V, Section 11 Maintenance of Records, Equipment and Property; Equipment Inventory.

Annually, at the time of filing the Annual Review, Report and/or Audit, S.M.A.C. shall provide to the Issuing Authority an inventory of said equipment and facilities together with a statement of its condition and corrective action, if any needed, taken or recommended to be taken to maintain all items in satisfactory condition.

S.M.A.C. shall prepare and approve annually a revolving three (3) year capital budget that identified equipment requiring replacement due to obsolescence or that has or will reach the expiration of its anticipated useful life during that three (3) year term. This information shall be included in the president's quarterly update to the Select Board, in accordance with Article V, Section 5 of this Agreement.

Art. 11, Section 4

The Access Corporation Bylaws, as adopted by the incorporators at the time of incorporation and thereafter as may be amended, shall serve as the effective Bylaws of the Access Corporation. The Access Corporation agrees that within forty-five (45) days of the full execution of this Agreement, S.M.A.C. shall update and amend its Bylaws as may be necessary or advisable to be consistent with this Agreement.

## SMAC Contract Terms (Breach)

### Art. 8, Section 1

MUNICIPALITY shall serve written notice of such possible breach upon S.M.A.C. Upon receipt of such written notice of possible breach, S.M.A.C. shall have sixty (60) days to respond in one of the following ways: (1) cure such breach and report the cure to the MUNICIPALITY; (2) provide the MUNICIPALITY with proof that such breach did not occur; (3) if the breach was due to any fault on the part of S.M.A.C., but for reasons beyond its control, and such breach cannot be cured within sixty (60) days, provide proof of same to the MUNICIPALITY, and a reasonable, detailed timetable for correction and cure; or (4) if the breach was not due to any fault on the part of S.M.A.C. and cannot be cured within sixty (60) days, provide proof of same to the MUNICIPALITY and a reasonable, detailed timetable for cure.

S.M.A.C. shall submit such response(s) for approval by the MUNICIPALITY which shall take up the issue within a reasonable time thereafter at a duly noticed meeting of the Select Board with an opportunity for S.M.A.C. to be heard and at which the Select Board shall make its determination whether a breach occurred, has been cured or is waived by the MUNICIPALITY. If, after notification, opportunity to respond including to cure and to be heard as provided in this section, the MUNICIPALITY determines that a breach of this Access Agreement did occur, and that such breach was not cured or otherwise excused or waived within the time duly specified by the procedures set forth in this section, the MUNICIPALITY may elect one or more of the following remedies 10 days after sending written notice to S.M.A.C. of the determination: (1) withdraw its Designation of S.M.A.C. granted under Article III of this Access Agreement, and thereby terminate this Access Agreement; (2) impose Liquidated Damages as set forth in Section 2 of this Article; (3) impose any other sanction as may be lawfully determined to be reasonable under the circumstances; or (4) excuse or waive the breach for good cause shown. The MUNICIPALITY shall send S.M.A.C. written notice of its determination of its election of remedies (1) – (4) within two (2) business days of its determination.

**ACCESS CORPORATION AGREEMENT**

**BETWEEN**

**STOUGHTON MEDIA ACCESS CORPORATION  
("S.M.A.C.")**

**AND**

**TOWN OF STOUGHTON, MASS.**

## Article I – PREAMBLE

WHEREAS, the Town of Stoughton, which is a municipal corporation organized under the laws of the Commonwealth of Massachusetts ("MUNICIPALITY"), acting by and through its respective Board of Selectmen, has issued a Cable Television Renewal License ("Renewal License") to Comcast Cable Communications, Inc. ("Comcast"), as well as an initial cable television license to Verizon New England, Inc. ("Verizon") (and together, collectively, "Cable Licensees") both for the provision of cable television services within its municipal boundaries, and

WHEREAS, the Cable Licenses provide for Comcast and Verizon to make to the MUNICIPALITY certain annual and periodic grants of money called "PEG Access Support" and

WHEREAS, it is the intent of the MUNICIPALITY that such annual grants should be used for the support and furtherance of the so-called PEG Access (Public Educational and Governmental Access) Channels, and

WHEREAS, Stoughton Media Access Corp. ("S.M.A.C.") has been or will be incorporated to carry out the programming reasonably anticipated to fulfill the mission of the PEG Access Channels provided by the LICENSEES to the MUNICIPALITY, and

WHEREAS, it is the intent of the Town of Stoughton to participate in the provision of PEG Access Services to the residents of Stoughton as more fully provided by the terms of this Agreement, and by the terms of the Cable Licenses issued by the Stoughton Selectmen to Comcast and Verizon, and

NOW THEREFORE, it is agreed by and between the Town of Stoughton, acting by and through its Board of Selectmen, and S.M.A.C., acting by and through its Board of Directors, as follows:

## Article II – DEFINITIONS

For the purpose of this agreement the following words, terms, phrases and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the plural number include the singular number, and words used in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

1. Access Agreement, or Agreement: the Access Corporation Agreement between the Stoughton Media Access Corporation, ("S.M.A.C."), and the Town of Stoughton
2. Access Channel: A video channel which the Licensee(s) shall make available without charge for the purpose of transmitting programming by members of the public,

Town departments, and agencies, public schools, educational, institutional and similar organizations.

3. Access Corporation: Stoughton Media Access Corporation, ("S.M.A.C."), the ACCESS CORPORATION, designated by the Board of Selectmen of the Town of Stoughton pursuant to Article III of this Agreement, and to the relevant sections of the Cable Licenses for the Town of Stoughton.
4. Access Facility: the location from which the Access Corporation operates the public, educational and municipal access functions at a studio to be located in the Town of Stoughton, Massachusetts.
5. Access Programming: programs on the designated Access Channels which must be non-commercial within the standards for underwriting applicable to the Public Broadcasting Service (PBS), or the standards necessary for S.M.A.C. to maintain its tax exempt status within the applicable regulations of the Internal Revenue Service, and such programming excludes political advertising.
6. "S.M.A.C.": The non-profit corporation known as Stoughton Media Access Corporation, designated by the Board of Selectmen to manage and operate public, educational and municipal access in the Town of Stoughton in accordance with this Agreement and 47 U.S.C. §531.
7. Cable Advisory Committee: the Stoughton Cable Advisory Committee as appointed by the Board of Selectmen.
8. Cable Licenses, or Renewal Licenses: the license agreements between Stoughton and Comcast and Verizon ("LICENSEES"), authorizing LICENSEES to own, operate and maintain the Cable Television Systems in the MUNICIPALITY.
9. Commercial Program: programming from which revenue is derived, by any party, and programming the purpose of which is to conduct trade or commerce. It shall not include programming supported by underwriting grants or contributions of any kind.
10. Downstream Channel: a channel over which signals travel from the system headend to an authorized location within the system.
11. Educational Access: any channel or time thereon which has been allocated for educational use in accordance with this Agreement, the License Agreements, and 47 U.S.C. §531.
12. Issuing Authority: the Board of Selectmen of the Town of Stoughton, who is party to this Agreement.
13. Licensee: Comcast or Verizon, or their authorized transferees or successors.

14. Governmental Access: any channel or time thereon which has been allocated by the MUNICIPALITY, the Issuing Authority or municipal agencies in accordance with this Agreement and 47 U.S.C. §531.

15. Public Access: the availability for use by any resident of, or any organization based in or serving the MUNICIPALITY, of designated public access facilities, equipment, training and/or channels of the Cable Television System, as provided in the Cable Licenses with the MUNICIPALITY and in accordance with 47 U.S.C. §531.

16. Municipality (or "Town"): the Town of Stoughton, Massachusetts.

17. Upstream Channels: means a channel over which signals travel from an authorized location to the cable system headend.

### Article III – DESIGNATION

Pursuant to the respective Articles and provisions in the Cable Licenses, the Board of Selectmen, as Issuing Authority, hereby Designates Stoughton Media Access Corporation ("S.M.A.C.") as its designee and ACCESS CORPORATION within the meaning of that term as employed in the Cable Licenses for the Town of Stoughton. This Designation hereby authorizes S.M.A.C. to receive certain PEG Access grants, as more fully set forth in the Cable Licenses for the Town of Stoughton, and further authorizes S.M.A.C. to operate for MUNICIPALITY the PEG Access channels and services described in the relevant terms of the Cable Licenses.

### Article IV – TERM OF DESIGNATION

Unless otherwise revoked for good cause shown as provided elsewhere within this Access Agreement, the term of this Designation shall become effective when executed by all parties hereto, and this Access Agreement shall continue for five (5) calendar years from that date, expiring one minute before midnight on the five-year anniversary of such effective date.

## Article V – OBLIGATIONS OF ACCESS CORPORATION

### Section 1: Public Access Use: Operating Rules and Procedures

S.M.A.C. shall be solely responsible for the management and operation of Public Access Programming on the cable system in the MUNICIPALITY, including training, quality of originated signals, scheduling the Public Access Channel(s) and managing the Access Facilities and equipment. S.M.A.C. shall promulgate and maintain a set of access operating rules and procedures which ensure that training, equipment, facilities and Access Channel time shall be available to residents or any organizations serving the respective MUNICIPALITY. These rules shall ensure the right to use Access Channels, facilities and equipment on a non-discriminatory, first-come, first-served basis subject to the terms of this Access Agreement and subject also to S.M.A.C.'s goal of establishing regularly scheduled programming. Access user compliance with such rules shall be monitored by S.M.A.C. and periodically reviewed by the Issuing Authority of the MUNICIPALITY.

### Section 2: Programming on the Public Access Channel

Editorial discretion, the content of programming and the liability for programming placed on those Access Channel(s) which are operated by S.M.A.C. shall solely reside in and be the sole responsibility of the access producers and S.M.A.C. and not the MUNICIPALITY nor their LICENSEES. Notwithstanding the foregoing, S.M.A.C. programming shall be designed to achieve the purposes set forth in S.M.A.C.'s Articles of Incorporation and By-Laws and shall consist of Access Programming as defined in the Cable Licenses and by law. To these ends:

(a) S.M.A.C. shall not sell to a third party any proprietary interest that S.M.A.C. may have in any Access Programming without first offering LICENSEES the right to purchase such interest by matching the best good-faith offer tendered in writing by the third party;

(b) All liability, license and copyright fees associated with the programming produced by S.M.A.C. or placed on the access channels serving the MUNICIPALITY shall be the sole responsibility of S.M.A.C..

### Section 3: Coverage of Local Meetings

S.M.A.C. shall be solely responsible for providing live coverage of all regularly scheduled Board of Selectmen, School Committee, and Town meetings for the MUNICIPALITY, to the fullest extent practicable and possible. In addition to the foregoing, S.M.A.C. shall provide live coverage of one additional public meeting, per quarter, if so requested by the MUNICIPALITY, upon thirty (30) days written notice, to the fullest extent practicable and possible.

**Section 4: Cooperation with School Department**

S.M.A.C. shall cooperate fully with the school department of the MUNICIPALITY in the coverage of important or significant school events, providing request is made in writing at least thirty (30) days prior to such event, and further provided that sufficient S.M.A.C. resources are available for the requested coverage.

**Section 5: Cooperation with Municipal Government**

S.M.A.C. shall cooperate with the Issuing Authority of the MUNICIPALITY in the coverage of governmental meetings and in developing programming about the functions of Municipal Government departments.

**Section 6: Logs**

S.M.A.C. shall keep a log of all Access Programming transmitted on the Access Channel(s) and the names and addresses of all access producers. The logs will be available for public inspection and retained for not less than two years.

**Section 7: Insurance**

(a) At all times during the term of this Access Agreement, S.M.A.C. shall obtain, pay premiums for, and keep current the following policies of insurance:

(1) A General Commercial liability policy with a minimum liability coverage of One Million Dollars (\$1,000,000.00) for injury or death to any one person in any one occurrence and Two Million Dollars (\$2,000,000.00) for injury to two (2) or more persons in any one occurrence arising out of any S.M.A.C. activity under this Access Agreement;

(2) Property damage insurance policy for any and all claims of property damage occasioned or alleged to be occasioned by any S.M.A.C. activity under this Access Agreement, including but not limited to the construction, installation, maintenance or operation of a cable television access studio under this Access Agreement, with a minimum liability coverage of One Million Dollars (\$1,000,000.00) for damage to the property of any one person in any one occurrence and Two Million Dollars (\$2,000,000.00) for damage to the property of two (2) or more persons in any one occurrence;

(3) Automobile liability insurance for owned, leased or borrowed by S.M.A.C. automobiles, non-owned automobiles and/or rented automobiles undertaking S.M.A.C. business in the amount of:

(A) One Million Dollars (\$1,000,000.00) for bodily injury and consequent death per occurrence;

(B) One Million Dollars (\$1,000,000.00) for bodily injury and consequent death to any one person; and

(C) Five Hundred Thousand Dollars (\$500,000.00) for property damage per occurrence.

(4) Worker's Compensation in the minimum amount of the statutory limit.

(5) Producers' Liability Insurance in the amount of One Million Dollars (\$1,000,000) to cover slander, libel, copyright infringement, infliction of emotional distress, and invasion of privacy or publicity rights.

(b) For all insurance policies required by this Access Agreement, the following conditions shall apply:

(1) Such Insurance shall commence no later than thirty (30) days following the establishment of the Access Corporation, or the date of the execution of this Agreement, whichever shall occur last;

(2) Such Insurance shall be primary with respect to any insurance maintained by the MUNICIPALITY and shall not call upon the MUNICIPALITY Insurance for contribution;

(3) Such Insurance shall be obtained from brokers or carriers licensed to transact business in the Commonwealth of Massachusetts;

(4) Evidence of compliance in the form of certificates of Insurance shall be submitted to the MUNICIPALITY at time of issuance during the term or terms of this Access Agreement.

#### Section 8. Indemnification

(a) Indemnification of Access Corporation of MUNICIPALITY:

S.M.A.C. shall defend, indemnify and hold harmless the MUNICIPALITY, its officials, boards, commissions, agents and/or employees and LICENSEES, and their officers, employees, servants and agents, from and against any claim, without limitation, arising from S.M.A.C.'s activities under this Access Agreement, whether expressly authorized by such Agreement or otherwise, including but not limited to claims in the nature of libel, slander, copyright infringement, infliction of emotional distress, and invasion of privacy or publicity rights, non-compliance with applicable laws, license fees and reasonable attorneys fees. In addition, S.M.A.C. shall, in its rules for public access, require every access user to indemnify LICENSEE, S.M.A.C. and the MUNICIPALITY, and to defend, indemnify and hold them harmless against any claims arising out of any program or program material produced and/or cablecast by it, including but not limited to claims in the nature of libel, slander, invasion of privacy or publicity rights, non-

compliance with applicable laws, license fees, unauthorized use of copyrighted material, and infliction of emotional distress including reasonable attorneys fees.

(b) Indemnification by Access Corporation of Employees:

The Access Corporation shall, at its sole cost and expense, defend, indemnify and hold harmless its officers, employees, boards, commissions, agents and/or members from and against all claims for damage due to the actions of the Access Corporation, its officers, employees, boards, commissions, agents and/or members, when acting in official capacity or on behalf of the Access Corporation, where such claims arise out of the operation of the Access Corporation or Access Facility, or the provision of Access Programming which is the subject matter of this Access Agreement. Indemnified costs shall include, without limitation, all out-of-pocket expenses, including reasonable attorney's fees and the reasonable value of any services rendered by Town Counsel.

**Section 9:** Annual Review, Report or Audit

S.M.A.C. shall provide an annual review, report or audit of its finances and operations, as may be required by the regulations of the Attorney General, to its members, if any, to the Stoughton Cable Advisory Committee, to the Issuing Authority and MUNICIPALITY, and, if requested, to LICENSEES, ninety (90) days subsequent to the close of S.M.A.C.'s fiscal year, or at such other time as may be agreed upon between the parties.

The MUNICIPALITY, its Issuing Authority, or its designee(s), may conduct an annual review of S.M.A.C.'s performance, each year upon receipt of the annual review, report or audit. At any such performance review all S.M.A.C. officers, directors or employees so requested by the MUNICIPALITY or its Issuing Authority or designees shall be in attendance.

**Section 10:** Editorial Discretion

S.M.A.C. shall not sell to a third party any proprietary interest that S.M.A.C. may have in any Access Programming without first offering LICENSEES the right to purchase such interest by matching the best good-faith offer tendered in writing by the third party;

All liability, license and copyright fees associated with the programming produced by S.M.A.C. or placed on the access channels shall be the sole responsibility of S.M.A.C..

**Section 11: Status As Non-Profit 501(c)(3) Corporation**

S.M.A.C. shall, throughout the term of this Access Agreement, maintain its status as a non-profit 501(c)(3) corporation, securing and maintaining all requisite legal designations, and filing all appropriate periodic statements, forms or reports as may be required from time to time by law or regulation. S.M.A.C. shall otherwise maintain compliance with all applicable laws, rules and regulations of the MUNICIPALITY, Commonwealth of Massachusetts, and the United States of America as shall be enacted from time to time.

**Section 12: No Amendments To By-Laws Without Notice To Issuing Authority**

S.M.A.C. shall not make any substantive material amendment to its By-Laws without first presenting the same to the Issuing Authority for review and comment, together with an explanation of the desired amendment and the reasons therefor. A thirty (30) day notice period shall be observed by S.M.A.C. prior to effecting any such amendments.

**Section 13: Maintenance of Records, Equipment and Property; Equipment Inventory**

S.M.A.C. shall maintain accurate books, records and logs of its financial and programming activities, and it shall maintain the facilities and equipment provided to it in good repair and safekeeping. Annually, at the time of filing the Annual Review, Report or Audit, S.M.A.C. shall provide to the Issuing Authority an inventory of said equipment and facilities together with a statement of its condition and corrective action, if any needed, taken or recommended to be taken to maintain all items in satisfactory condition.

**Section 14: Access to Records**

S.M.A.C. shall allow the Issuing Authority, and/or its authorized designee(s) access to the books, records, accounts, and facilities of S.M.A.C. at such reasonable times and in such reasonable places as the same may require to ensure compliance with this Access Agreement.

**Section 15: Political Activities Prohibited**

No funds nor facilities nor equipment provided hereunder shall be used for any partisan political activity or to further the election or defeat of any particular candidate for public office. Such prohibition shall not apply to public interest forums, public presentations or the like where the facilities are available for the expression of all points of view for informational purposes.

**Section 16: Reversion of Property Upon Termination**

Upon termination of this ACCESS AGREEMENT, title to all property, equipment, facilities, and undisbursed funds and all other assets of the Access

Corporation shall be transferred to the MUNICIPALITY, or to its Issuing Authority, or to their designees and S.M.A.C. shall cooperate fully with the MUNICIPALITY and its Issuing Authority or designees in effecting a smooth and prompt transfer.

#### Article VI – RENEWAL – ADDITIONAL TERMS

The Term of this Access Agreement may be extended from time to time by the Issuing Authority at its sole discretion. Such additional terms may be for any length of time which the Issuing Authority in their sole discretion may decide.

#### Article VII – TERMINATION

This Access Agreement, and/or any subsequent Designation or extension thereof made under authority of this Access Agreement, shall terminate upon the occurrence of any of the following events:

- (A) The filing of bankruptcy of S.M.A.C.;
- (B) The expiration of, or revocation of, or any amendment to, the material provisions of the Cable Licenses of the MUNICIPALITY affecting the right of any party to this Access Agreement;
- (C) The expiration of the then-current Term, or any extension of the Term, of this Access Agreement in the event that the MUNICIPALITY, in its sole discretion, has failed or has elected not to re-designate S.M.A.C. as its Access Provider within the meaning of that term as employed in its Cable Licenses; or
- (D) The withdrawal of Designation by the MUNICIPALITY arising from any breach of this Access Agreement by S.M.A.C. which remains outstanding and uncured in whole or in part following notice and opportunity to cure as more fully provided in Article VIII of this Access Agreement.

## Article VIII – BREACH AND SANCTIONS

### Section 1: Determination of Breach

Upon determining that a possible actionable breach of this Access Agreement may have occurred, the MUNICIPALITY shall serve written notice of such possible breach upon S.M.A.C. Upon receipt of such written notice of possible breach, S.M.A.C. shall have sixty (60) days to respond in one of the following ways: (1) cure such breach and report cure of same to the MUNICIPALITY; (2) provide the MUNICIPALITY with proof that such breach did not occur; (3) if the breach was due to fault on the part of S.M.A.C., but for reasons beyond its control, such breach cannot be cured within sixty (60) days, provide proof of same to the MUNICIPALITY, and a detailed timetable for correction and cure; or (4) if the breach was not due to fault on the part of S.M.A.C. and cannot be cured within sixty (60) days, provide proof of same to the MUNICIPALITY and a reasonable timetable for cure, to be submitted for approval by the MUNICIPALITY.

If, after notification and opportunity to cure as provided in this section, the MUNICIPALITY determines that a breach of this Access Agreement did occur, and that such breach was not cured or otherwise excused within the time duly specified by the procedures set forth in this section, the MUNICIPALITY may elect one or more of the following remedies: (1) withdraw its Designation of S.M.A.C. granted under Article III of this Access Agreement, and thereby terminate this Access Agreement; (2) impose Liquidated Damages as set forth in Section 2 of this Article; (3) impose any other sanction as may be determined to be reasonable under the circumstances; or (4) excuse the breach for good cause shown.

### Section 2: Liquidated Damages

Liquidated damages up to the amounts set forth below may be assessed against S.M.A.C. by the MUNICIPALITY upon finding a breach of this Access Agreement after notice and opportunity to cure as set forth in Section 1 of Article VIII. Upon assessment of such damages, the MUNICIPALITY may require S.M.A.C. to pay such damages to the MUNICIPALITY within thirty (30) days of its receipt of a written demand for payment. Failure to pay such damages within thirty (30) days of receipt of a written demand shall itself constitute a breach of this Access Agreement. In the event of ongoing penalties, successive and non-cumulative written demands may be sent.

(a) For failure to maintain qualified, fully trained and competent personnel to manage and operate the Public Access Program, as required by Article V, Section 1, \$50,00 per day;

(b) For failure to provide live coverage of local meetings as required by Article V, Section 3, \$50.00 per day to Municipality;

(c) For failure to maintain insurance policies required by Article V, Section 7, \$25.00 per day;

(d) For failure to prepare or produce Annual Review, Report, Audit and/or Inventory, as required by Article V, Section 9; or for failure to maintain Access Programming Logs as required by Article V, Section 6; or for failure to grant to the Issuing Authority or its authorized representatives access to the books, records, accounts and facilities at such reasonable time and at such reasonable places as the Issuing Authority or its authorized representatives may require, as required by Article V, Section 14, \$25.00 per day; and

(e) For any other breach of this Access Agreement as may be found by the MUNICIPALITY, \$50.00 per day.

Liquidated damages are a non-exclusive remedy and may be used alone, or in combination with any other remedy for breach permitted under Article VIII, Section 1

#### **Article IX – FUNDING/ANNUAL SUPPORT/FUND RAISING**

S.M.A.C. shall be funded by annual and/or periodic grant payments, or by a combination of the two, made to it directly by the LICENSEES and/or the MUNICIPALITY pursuant to the relevant provisions of the Cable Licenses. The grant payments provided by the Cable Licenses may be made by LICENSEES directly to S.M.A.C. in accordance with the terms of the respective Cable Licenses, and upon written request of the Issuing Authority to the LICENSEES.

After providing fourteen (14) days written notice to the Issuing Authority, S.M.A.C. may also undertake its own non-profit fund raising campaigns or drives.

#### **Article X – CABLE ADVISORY COMMITTEE**

At the discretion of the Issuing Authority, the Stoughton Cable Advisory Committee may be vested with such power and authority as may lawfully and from time to time be delegated by them.

## Article XI – ACCESS CORPORATION ORGANIZATION

### Section 1: Board of Directors

The Access Corporation shall have a Board of Directors composed as provided by Article III of the Corporations By-Laws as they currently exist or as they may from time to time be amended.

The Board of Directors shall have all of the usual overall policy setting and oversight powers customary for a corporate Board of Directors provided by law and by its By-Laws.

### Section 2: Access Corporation Officers

The selection, duties and terms of the corporate Officers shall be as provided by the By-Laws.

### Section 3: Access Corporation Members

The Board of Directors may establish membership in the Access Corporation under such terms and conditions as it may deem necessary or desirable to promote public participation in, and funding of, the Corporation, and consistent always with the provisions of Article II of the corporate By-Laws as they currently exist or as they may from time to time be amended.

### Section 4: Access Corporation By-Laws

The Access Corporation By-Laws, as adopted by the incorporators at the time of incorporation, shall serve as the effective By-Laws of the Corporation. They may be amended from time to time always consistent with the procedures set forth by Article VI of the By-Laws.

## Article XII – MISCELLANEOUS

### Section 1: Assignment and Successors Bound

This Access Agreement shall inure to the benefit of the MUNICIPALITY and to their successors and assigns. No assignment of any legal right may be made by S.M.A.C. without the express written consent of the MUNICIPALITY.

### Section 2: Waiver and Amendment

Nothing in this Access Agreement shall prevent all parties from agreeing to waive any provisions of this Agreement by mutual consent. Any such waiver must be confirmed by all parties in writing. No amendment shall be made to this Access Agreement unless executed in full in the same form as the original Agreement. No waivers or amendments agreed upon, in writing, pursuant to this section shall prejudice any remaining provisions of this Access Agreement and all such remaining provisions shall at all times remain in full force and effect.

**Section 3: Construction**

The headings herein are for reference and convenience only and shall not be a factor in the interpretation of this ACCESS AGREEMENT. This ACCESS AGREEMENT shall be construed under and governed by the laws of the Commonwealth of Massachusetts.

**Section 4: Severability**

If any section, sentence, paragraph, term or provision of this ACCESS AGREEMENT is determined to be illegal or unenforceable by any court, such determination shall have no effect upon the validity of all remaining sections of the Agreement which shall remain in full force and effect for the full term of this Agreement.

**Section 5: Force Majeure**

If by any reason of Force Majeure any party is unable in whole or in part to carry out its obligations under this ACCESS AGREEMENT, that party shall not be deemed to be in breach or default during the pendency of such inability. The term "Force Majeure", as used in this ACCESS AGREEMENT shall have the following meanings: Act of God; act of public enemy; orders of any kind of the government of the United States of America or of any of its departments, subdivisions, officials, or of any civil or military authorities; insurrections; riot; epidemic; landslide; lightning; earthquake; fires; hurricanes, volcanic activity; storms; floods; wash outs; droughts; civil disturbances; explosions; strikes; acts of terrorism; and unavailability of essential equipment, services, or material beyond the control of any party.

**Section 6: Entire Agreement**

This Access Agreement contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed orally but only by an instrument in writing executed by the parties and in the same form as this Agreement.

Section 7: Notice

Any notice delivered hereunder shall be valid if hand delivered or mailed, postage pre-paid first class to:

The MUNICIPALITY:

Town of Stoughton:

Chairman, Board of Selectmen  
Stoughton Town Hall  
10 Pearl Street  
Stoughton, MA 02072

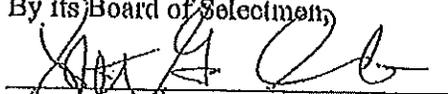
Stoughton Media Access Corp.:

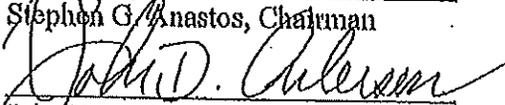
President, Stoughton Media Access Corp.  
Stoughton Town Hall  
10 Pearl Street  
Stoughton, MA 02072

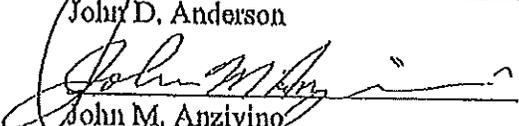
**Article XIII – EXECUTION**

**TOWN OF STOUGHTON, MASSACHUSETTS,**

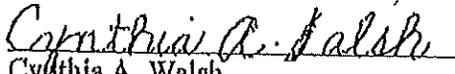
By its Board of Selectmen,

  
Stephen G. Anastos, Chairman

  
John D. Anderson

  
John M. Anzivino

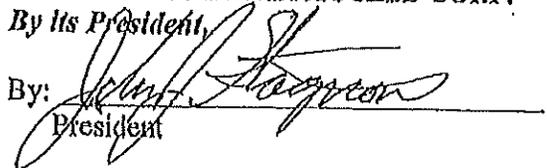
Joseph M. Mokrisky

  
Cynthia A. Walsh

Dated: 12/15/2009

**STOUGHTON MEDIA ACCESS CORP.**

By its President,

  
President

Dated: 12/17/2009

378447v2/28508/0079

**SMAC Evaluation findings commissioned  
by the SMAC Board of Directors**

**July 14, 2020**

During the weeks of June 28 and July 5, 2020 nine individuals were interviewed as part of a review of the SMAC Station Manager, Michael Hammond, as commissioned by the Board. The interviews were conducted by Mark Hausammann. Those interviewed included all members of the Board (Stephen Bates, John Malley, Alan Mills, Robert Mullen and John Stagnone) along with each of the station's staff (Craig Mullen, Rob Rotella and Dave Young.) Michael Hammond was also interviewed.

The interviews were wide ranging, with a primary focus on the performance of the Station Manager, but also included thoughts and ideas on how to improve the operations of the station more broadly. Along with observing the work of the Station Manager, the consultant reviewed source documents including the by-laws of the Stoughton Media Access Corporation (SMAC), SMAC Member Policies and Procedures, Personnel Policies and Procedures and financial statements. Performance appraisals for the Station Manager were also reviewed. Themes from the interviews, the consultant's observation of the work along with learnings from the document review are included in this report. In the interest of confidentiality, no attribution is attached to what was said.

#### *Evaluation of the Station Manager*

All of the staff who report to the manager speak highly of him and say that they are both satisfied with his performance and his management style. It should be noted that staff members are long term employees and report they are fully cross-trained on all aspects of cable show production.

Board members interviewed, with few exceptions, see the value the Station Manager brings to the station. Each Board member, however, provided ideas for improving the Station Manager's effectiveness. Some, for example, cite the manager's timeliness as an area for improvement. The budget, while prepared and approved, was not submitted in a timely fashion. Similarly, the absence of identifying additional sources of revenue for the station was also noted. (That said, the Station Manager observes that his earlier suggestions on revenue generation were not accepted or acted upon by the Board.) Others believe the manager performs too much of the day-to-day activities for the station and should delegate more to his team. The notion of "too many shows" also came up in the interviews with the Board members.

Along with the interviews and a document review it would be an omission not to include other observations, some witnessed by the consultant and others gleaned from "shadowing" the Station Manager's work. About the former, the consultant watched the Station Manager prepare for a scheduled Purchasing meeting. That involved the manager setting up the film, ensuring that timing of the film would be up to speed and closely collaborating with the town's Technology Officer. The consultant also viewed the remote Town Meeting, hosted by a SMAC Board member and Town Moderator, which included 300+ representatives from around the town. Through the shadowing effort, it was clear the town's Technology Officer values the Station Manager's contributions.

While working with the Station Manager others acknowledged him for the quality of the high school's 2020 graduation and observed that the SMAC staff stepped in to ensure the event was filmed, edited and broadcast to mark this important and as a result of COVID-19, this unique event.

A review of the Station Manager's position description shows that some designated duties are not being performed as described in the document. Those areas include serving as staff to Board committees, the development/coordination of a volunteer program and the establishment of a public access training program (both of which were also noted in the Board interviews.)

While each of these areas are included in the Station Manager's job description, it should be noted that there is not a committee process, volunteer program or training program in place. Consequently, the Board should determine if these dimensions remain priorities for the Station Manager in the current environment. One should also observe that all performance appraisals conducted by the Board for the Station Manager have been satisfactory to date.

The Station Manager appears in the eyes of those interviewed, including his staff and a number of members of the Board, to be producing worthwhile deliverables. There seems, though, to be a misalignment in expectations about the role of the manager. To the extent that the Board expects higher level or different activities from the manager, those areas should be named and clarified. Given the positive nature of his performance appraisals, the Board should determine if its members' individual expectations for the Station Manager are shared by all Board members and that his job description meets SMAC's current needs or if they represent a calcified notion of what the job demands. Going forward reviews of the manager's performance should reflect both a shared understanding of the job by all parties and the job description on file.

#### ***By-Law and Document Review***

To understand the context in which both the Board and Station Manager work, a review of the station's governance documents was completed. The consultant recommends updating the by-laws, developed as of October 23, 2018, to determine if they continue to fit the needs of the station and the concomitant implications for the Station Manager and others.

More specifically, by-laws which need updating include:

**Article II - Membership** is extremely limited and serves an inconsequential function in the operations of the cable station.

**Article III - Update terms of office** for the Board of Directors; the Board is not subject to replacement and the appointments process for other individuals does not allow for new/different members.

**Article IV - The duties of officers** should be updated since the President has taken over from the Treasurer the financial responsibility of funding the operating account. (More on this later in this

document.) While the responsibilities of the Executive Director are covered in other SMAC governance documents, the role is neither assigned nor defined in the by-laws.

**Article V** - Despite the article's inclusion of committees, none has been established. Adoption of committees would enable the Board to focus more generally on long term and emerging issues and reduce the Board's focus both on day-to-day operations and the Station Manager. If the Board is reluctant to establish some or all committees, mention of them should be eliminated from the by-laws.

#### **SMAC Member Policies and Procedures**

The Policies and Procedure document calls for an additional section on member voting on representation of the Board. If the Board chooses to implement sponsored committees as defined by the by-laws, member participation on the committees should also be added.

#### ***SMAC Personnel Policies and Procedures***

**Policy VI** - Allowances should be reviewed and updated on a scheduled basis to ensure employee reimbursements are approved by the Board.

**Policy VII 7.02** - The schedule of holidays should be reviewed and updated by the Board on a regular basis.

#### ***SMAC Station Job Descriptions***

Each of the job descriptions (Station Manager, Access Coordinator, Program Director, Associate Video Producer, Production Assistant) should be updated and reviewed to ensure staff members understand the requirements for satisfactory performance of their jobs. Information on the probationary period and benefits should be removed from job descriptions. This material should be included in the Personnel Policies and Procedures document to ensure equal treatment for all employees.

#### ***Conclusion and Recommendations***

Notwithstanding the contributions the Station Manager makes to SMAC there is clearly the desire by some Board members that he work in different ways and in some cases on different tasks. As mentioned earlier in this document, the Station Manager is viewed as a contributor to the station which is necessary but insufficient in the minds of some Board members. This suggests that the Board – and the Station Manager – would be well served to define more precisely what the role of the Station Manager is today in a way that reflects the current reality of a cable station and today's expectations.

As of now, one could argue that the Station Manager performs the following:

- o Ensures that the station delivers quality programming; adapts type and frequency of programs, as appropriate, given the pandemic
- o Selects/hires/manages staff based on required skills; cross-trains staff to ensure smooth operation of the station
- o Delivers/oversees the technical capability of the station; edits programming as appropriate
- o Procures/maintains appropriate equipment
- o Oversees financial operations

It has already been mentioned that the Board would like the Station Manager to be involved in other areas, some of which have not been implemented by the station (e.g. a volunteer program, public access program, revenue generation efforts.) Along with clarifying the role of the Station Manager, SMAC may be well served by clarifying the role of the Board. The following recommendations are suggested for the Board's consideration.

Today the Board appears quite involved in the day-to-day running of the station and less involved in the long-term issues of the station or the future of cable more broadly. Some purely operational roles (e.g. funding the operating account to meet payroll) may be better done by the Station Manager. To the extent that risk management plays into that activity, dual control could be put in place with the addition of a part-time administrator (more on that later in this document.) In the meanwhile, strategic issues associated with the future and viability of cable programming appear to be largely unaddressed by the Board. One could suggest that development/fund raising efforts better belong with Board members who are freed from the daily tasks of ensuring programming meets the town's needs and expectations.

More specific recommendations follow:

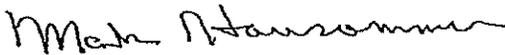
- o Establish (or amend/eliminate from the by-laws) the various committees outlined in the by-laws (i.e. Finance, Personnel, Development, Membership, Nominating, Equipment and Facilities, Advisory, By-law and Policy, Governance Documents Review); add a new Planning committee to prepare a 10-year plan as Verizon has requested.
- o Conduct outreach by the Board to SMAC's stakeholders (e.g. Select Board, School Committee) to determine desired cable coverage; guide Station Manager in implementation of stakeholders' plans.
- o Shore up financial operations and weekly scheduling with the addition of a part time administrator; update the QuickBooks version and provide financial statements (i.e. income statement and balance sheet) to the Board on a regular basis.

The crux of these recommendations is to align the efforts of the various personnel, including that of the Board's, to ensure roles are appropriately defined for each entity and are supported by by-laws which match the current operations of SMAC. The recommendations are also intended to mitigate

the tension that exists between the Board and the Station Manager. In the view of the consultant that tension relates, at least in part, to the Board's focus on the responsibilities of the Station Manager that do not appear to be clearly understood and agreed to by all parties. Once there is alignment on roles and responsibilities, the Board should provide guidance on the "what" of the Station Manager's role but is better served to leave the "how" to the incumbent. As of now, there is a near total reliance on the Station Manager to handle both daily responsibilities and higher-level its aspirations for SMAC. Similarly, additional assistance of a part-time staff member to maintain QuickBooks, asset management and to develop a weekly work schedule will ameliorate a concern on the Board's part about the Station Manager's performance.

I look forward to discussing these findings with the Board.

Submitted by:



Mark Hausammann

July 14, 2020

**Stoughton media Access Corporation**

**Review by William Hewig III, KP Law**

**February 27, 2023**

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**TO: CONFIDENTIAL ATTORNEY CLIENT PRIVILEGED**Hon. Joseph M. Mokrisky and  
Members of the Select Board (*By Electronic Mail Only*)**FROM: William Hewig III****RE: Stoughton Media Access Corporation****DATE: February 27, 2023**

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**A. INTRODUCTION**

You have requested a review and evaluation of the relationship between the Town of Stoughton ("TOWN") and Stoughton Media Access Corporation ("SMAC"). The Town has granted Comcast a succession of 10-year Cable Television Renewal Licenses over the years which have provided funding in the form of PEG Access grants to the Town for the purpose of providing local access productions and services. Since at least 2009, the Town has engaged SMAC to provide those local PEG Access productions and services under the terms of an Access Corporation Agreement ("Access Agreement") entered into with the Town. You have specifically asked me to examine SMAC's Bylaws and its Access Agreement with the Town, and to determine what current legal obligations the Town may owe to SMAC, if any, and to what extent the Town may be legally obligated to continue the current relationship.

**B. OVERVIEW OF STOUGHTON MEDIA ACCESS CORPORATION**

SMAC is a Massachusetts 501 (c) (3) non-profit corporation formed for the purpose of operating public access television channels in the Town of Stoughton (*SMAC Bylaws, Article I (a), (d)*). SMAC derives its authority from being "designated" by the Stoughton Select Board as the town's access provider as provided for in the town's current Comcast cable television license (December 1, 2022), sec. 1.1 (a). Being thus designated entitles SMAC to receive the PEG Access funding grants in the Comcast license sec. 6.4 of 5% Gross Annual Revenues per year and annual capital grants amounting to \$0.72/ sub/month. 5 % of Comcast's Gross Annual Revenues in the Stoughton market presently equates to around \$316,000 per year, assuming a subscriber count of 4854, the most recent number available. The capital grant of

\$0.72/sub/month will, under the same subscriber count, result in an annual capital grant in year 1 of the license of around \$42,000. Extrapolated out over the 10-year term of the license, and assuming the present level of subscribership, the Comcast license would generate cable access support funding for the town in the vicinity of \$3,580,000. On an annual basis, the total license proceeds equate to nearly \$360,000 for the current year. The onset of declining subscribership will of course reduce the totals by small amounts, probably each year, for future totals not really capable of present calculation.

The town and SMAC entered into an Access Agreement, confirming the town's designation and specifying the rights and responsibilities of each party, in December 2009, and the agreement was renewed up to August 2, 2022. The following information is intended to give a thumbnail sketch of the scope of SMAC's activities, although the information is several years old. SMAC occupies a studio in a leased premises located at 421 Page St. in Stoughton. SMAC entered into a new 5-year lease with its landlord on September 1, 2020, expiring on August 8, 2025, with a current monthly lease payment obligation of \$2,800 (*Meeting Minutes 8/16/19*). SMAC's 2020 annual budget for 2019 amounted to \$390,000 (*Meeting Minutes 6/1/20*). In 2019 SMAC had 3 salaried employees, a Station Manager, an Associate Video Producer, and an Access Coordinator, each drawing salaries of around \$40,000 per year (*Meeting Minutes, 11/4/19*). SMAC is governed by a Board of five Directors, none of whom receive salaries (*Bylaws Article III (d), (l)*). At the conclusion of 2019, SMAC held the following bank accounts and balances: Checking/Money Market - \$377,364.49; Fidelity Account - \$142,217.95; Operating Account - \$178,741; and Payroll Account - \$17,523.66 (*Meeting Minutes 12/16/19*).

C. TOWN'S OBLIGATIONS UNDER CURRENT ACCESS AGREEMENT

The current Access Agreement with SMAC was signed December 15 and 17, 2009. Under Article IV, the term was to be five (5) years. Under Article VI, the initial five year term could be extended for any length of time which the Issuing Authority *in its sole discretion* might decide. Under Article VII, the Access Agreement "shall terminate" upon the occurrence of: "(C) the expiration of the then-current Term, or any extension of the Term...in the event that the MUNICIPALITY, in its sole discretion, has failed or elected not to re-designate S.M.A.C as its

Access Provider within the meaning of that term as employed in its cable licenses”<sup>1</sup> I understand that there was at least one mutually-agreed upon extension, and according to Joseph P. Zoppo, SMAC’s attorney, the last extension expired August 2, 2022<sup>2</sup>. Accepting that date as an admission by SMAC’s attorney, it is my opinion that the current Access Agreement has terminated, and because of that, the Town, acting through its Select Board (“Board”), has the sole discretion to elect not to grant another extension without a showing of cause; stated another way, the Board is under no legal obligation to grant a renewal of the agreement. Accordingly, and in my opinion, the Board has the legal right sever its relationship with SMAC and to seek other arrangements for the provision of PEG Access productions and services, should it wish to do so. Moreover, because the Access Agreement has lapsed (and therefore terminated under its own terms) the Town has no obligation to offer any reason or justification for non-renewal; the decision is within the Board’s sole discretion. For purposes of informing the public, however, the Board may wish to consider offering some possible reasons for its decision not to renew the terminated Access Agreement.

D. SMAC’S PERFORMANCE AS A FURTHER CONSIDERATION FOR TERMINATION

Although no reason for non-renewal of a terminated agreement is required under the Access Agreement, it may none the less add support to the Board’s exercise of its discretion to identify to the public, as well as to SMAC, sound cause for non-renewal if it is to be found. In my opinion, sound cause for non-renewal can be found. My review of SMAC’s Bylaws, the Access Agreement, and papers provided to me by the Board representative have identified the following causes.

(a) Failure To Give Proper Notice of Annual or Special Meetings [Violation of SMAC

Bylaws, Article II (e), sub (1) and (2): The cited article requires SMAC to post notices of every annual and special meeting “stating the place, date, hour and purpose .... not less

<sup>1</sup> According to Article III of the Access Agreement (“Designation”), S.M.A.C is the Town’s designee “within the meaning of that term as employed in the Cable Licenses of the Town of Stoughton.”

<sup>2</sup>The current Comcast Cable Television Renewal License is dated August 1, 2022.

than ten (10) nor more than thirty (30) days before the date of the meeting to each Member entitled to vote at each meeting either by mail or electronically at his or her address as it appears upon the records of the Corporation”. The Bylaw also requires that: “Notice shall be given made in multi-media formats, several times, in varying day parts, on each cable television managed by the Corporation during the notice period described above.” In response to Page 6 Question (c) of the January 7 Memorandum the Board Chairman (Jan. 7 Memo) requesting evidence of such notice, SMAC provided *no answer*. This also comprises a violation of the *Access Corporation Agreement, Article V, section 11*, obligating SMAC to “maintain compliance with all laws, rules and regulations of the MUNICIPALITY, Commonwealth of Massachusetts the United States of America...” Corporate Bylaws are a requirement of Massachusetts corporate law and are, therefore, an implicit extension of the laws of the Commonwealth.

(b) *Failure to Give Proper Notice of Meetings Open to the Public [Violation of SMAC Bylaws, Article II (e) sub. (1) and (2)]*: Page 9 Question (i) of the Jan. 7 Memo states: “Please (provide) evidence to show all SMAC Board meetings were advertised stating the public was invited to attend including dates and venues used to notify the public during the past 5 years. ”In response SMAC stated: “All our non-executive session meetings are open to the public and posted with the Town Clerks (sic) office, with date, time and location of the meeting. The Station Manager should be posting meetings in the lunchroom and emailing to producers.” This does not meet the requirement of the Bylaw cited above, and also in similar fashion to subparagraph (a) above, it comprises another violation of *Access Agreement Article V, section 11 [Failure to comply with law]*.

(c) *Failure to Maintain Proper Financial Records [Violation of Access Agreement Article V, section 13]*: The cited article requires SMAC to “(m)aintain accurate books, records and logs of its financial and programming activities..” In response to Page 2 Question (a) of the Jan. 7 Memo, requesting “a list of paid membership of Stoughton Media Access for the previous five years”, SMAC replied: “Files not located, will keep looking.” Similar to sub paragraph (a) above, this also comprises a violation of *Access Corporation Agreement Article V, section 11 [Failure to comply with law]*.

(d) Failure to Maintain Proper Financial Records [Violation of Access Agreement Article V, section 13]: Page 3 Question (b) of the Jan. 7 Memo requests: (a) list of the paid membership and applications of Stoughton Media Access for the previous five years.” Again SMAC replied: “Files not located, will keep looking”. In similar fashion to the sections above this also comprises a violation of *Access Agreement Article V, section 11 [Failure to comply with law]*.

(e) Failure to Maintain Proper Financial Records [Violation of Access Agreement Article V, section 13]: Page 4 section (i) of the Jan. 7 Memo requests: “(c)opies of documents identifying a schedule of dues for the past five years.” In response SMAC replied: “We do not have member dues. We offer a no cost membership and a paid membership which an annual fee is paid.” (sic) No documents to evidence this request were provided. Similar to the several instances above, this also comprises a violation of *Access Corporation Agreement Article V, section 11 [Failure to comply with law]*.

(f) Failure to follow Requirements of 39 M.G.L. 23B (Open Meeting Law) [Violation of Bylaws Article III, section (i)]: SMAC’s Board Meeting minutes were produced in response to the Page 8 section (h) Request in the Jan. 7 Memo. A review of the Board Meeting Minutes for the years 2020 and 2021 shows regular and repeated, almost serial violations of the sec. 23B reasons for convening into executive session. The reason is always stated as “personnel” or “personnel matters”; and while in some cases personnel discussions may arguably have been proper for executive session, in almost all cases, other topics are raised that clearly belong in open session. Examples of these, which are illustrative but by no means exhaustive, from the dated executive session minutes indicated, include the following: volunteer programs, staff management and calendars (6/10/20); employee pay raises and Thanksgiving Holiday Gift Cards (11/10/20); Hausammann Report (11/23/20); pay raises for employees and Gift Cards (12/15/20); Finance Committee meeting dates (2/4/21); Executive Director search and retirement dinner (6/6/21); COVID policy, CORI checks, sexual harassment policy and employee handbooks (6/15/21); vacation sick time, composition of employee personnel records [not content] (6/29/21); working hour adjustments and committee appointments (7/14/21); and, Production Coordinator job description, Directors insurance policy and thank you

letter to Mark Hausammann (9/20/21). Bylaws Article III sec. (i) calls for meetings “Open to the Public” as well as adopting, as “guidelines for the conduct of meetings” MGL c. 39 sec. 23B. The repeated and serial inclusion, under the umbrella of executive session, of matters clearly belonging in open session comprises an egregious violation of 39 MGL c. 23 B, as well as the Bylaw adopting the statute, and deprives the public of the transparency it expects from SMAC. This also comprises another violation of *Access Agreement Article V, section 11 [Failure to comply law]*.

(g) *Failure to Comply with Procedures of Board of Directors Appointments to Vacant Seat [Violation of Bylaws, Article III (d) (1)]*: In response to the Jan. 7 Memo Page 8 section (f) question, regarding Board of Directors vacancies, SMAC responded that John Malley had resigned, and the “Board was committed to having the seat filled as soon as possible”. John Malley was a Board of Selectmen appointment, and the Board representative reports that SMAC has yet to fulfill its obligation to approach the Board for an appointment to fill the vacant seat. This also comprises another violation of *Access Agreement Article V, section 11 [Failure to comply with law]*.

(h) *Observations In the July 2020 Mark Hausammann Report Commissioned by the SMAC Board*: The SMAC Board commissioned consultant Mark Hausammann to interview SMAC officers and employees and examine SMAC operations and procedures and produce his findings in a written report. The review and interviews were conducted in June and July 2020, and the Hausammann Report was issued July 14, 2020. The Hausammann Report was initiated voluntarily and was purely advisory in nature. Its findings pointed to some express violations of SMAC’s Bylaws, as well as observed weaknesses or ineffectiveness in administration, management, and oversight in an organization charged with managing approximately \$360,000 in annual grants deriving from the public. In brief review, some of the Hausammann Report’s findings included the following:

(1) *Violation of Bylaws, Article II*: Membership was extremely limited and served an “inconsequential” function in the operation of the cable station.

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- (2) Violation of Bylaws, Article III: Office terms for Board of Directors did not follow Bylaws; Board members were not subject to required replacement, and the required appointment process for other individuals was not followed.
  - (3) Violation of Bylaws, Article IV: Duties of officers should have been updated since President took over from the Treasurer the financial responsibility of funding the operating account.
  - (4) Violation of Bylaws, Article V: Despite Article V's provisions for committees, no committee had been staffed or employed by SMAC. Adoption of committees would have enabled the Board to better focus on long-term planning and reduce its involvement in day to day operations and supervising the Station Manager. If the Board was reluctant to establish committees, the bylaws should have been amended to reflect that reality. Here, it is significant to note that the Jan. 7 Memo addressed six specific questions to SMAC about various committees referred to in *Bylaws, Article V*, [at Page 11 (a), Page 13, (2), Page 12 (3), Page 12 (4), Page 12 (5), and Page 13 (7)]. For every question, SMAC's response was this: "We do not use the committees listed in the book, the Board of Directors, the Station Manager and Staff collaborate and manage these as a group."
  - (5) Overall Conclusions: Mark Hausammann's criticisms of SMAC overall revolved about the manner in which SMAC was being run: the Station Manager did not perform all of his duties; the Board was too involved in the management of SMAC's day to day business, rather than exercising its proper role of oversight; the role of Membership was limited and not fully realized; committees were not staffed or used; and SMAC's financial operations showed irregularities that needed to be corrected.

D. CONCLUSIONS

As noted above, because the Access Agreement terminated without renewal on August 2, 2020, under its own terms (*Article VII, section (C)*), the Select Board may, in its sole discretion, elect not to renew the agreement, and not to re-designate SMAC as the town's access provider, without any showing of cause. However, as the above narrative shows, there may be many

reasons which could be advanced or non-renewal of the terminated agreement, and the Board may wish to cite some or all of them should it elect not to renew the terminated agreement.

The remainder of this Memorandum will discuss a number of issues that will require consideration in the event that the Select Board elects not to renew the terminated Access Agreement.

E. MATTERS REQUIRING CONSIDERATION IN THE EVENT OF A NON-RENEWAL

*(a) Select Board Action Not to Renew Access Agreement and Terminate Designation:*

Suggested language for a proposed Board vote for non-renewal of the terminated Access Agreement is attached as EXHIBIT A.

*(b) Immediate Transition (Letter)* A proposed letter to be sent to the SMAC Board immediately following a non-renewal vote is attached as EXHIBIT B. This letter identifies all of the transition and turnover details that will have to be addressed as the Board and town prepare to take over the operation and management of the town's PEG access programming and channels. It will be important for the Board to have a transition team selected and ready to step into the immediate management and operation of the town's PEG access channels as soon as the Board concludes its non-renewal vote. The proposed letter stresses the immediacy of many essential turnover issues.

*(c) Managing the License Proceeds Following A Non-Renewal (Town Meeting Votes):*

The DOR sponsored amendments in 2015 to the Massachusetts finance statutes requiring that cable license proceeds received by a municipality be deposited into either a MGL c. 44 sec. 53 F ½ Cable Television Enterprise Fund, or a MGL c. 44 sec 53F ¾ receipts reserved for appropriation fund known as a "PEG Access and Related Special Revenue Fund". Both require a Town Meeting vote. EXHIBIT C is a sample 53F ¾ Special Revenue Fund warrant article, and EXHIBIT D is a sample 53F ½ Enterprise Fund warrant article.

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- (d) Options for successors to SMAC: There are two options for a successor to SMAC: (1) establish a new non-profit cable access provider; or (2) adopt an in-house form of municipal PEG cable access provider. Establishing a new non-profit requires applications to both the Secretary of State of the Commonwealth and the IRS. IRS applications are technically complicated and time consuming. Bringing the cable access operation may be done two ways. The simplest would be for the Select Board to appoint a cable advisory committee (it could also be called "Boarc" or "Commission"). As an alternative to that, the Town could establish a separate municipal department, which would probably require a bylaw or charter change. For that, I would refer you to your Town Counsel. The authority for appointing a Cable Advisory Committee is 207CMR Sec. 3.01(3) which states: "the issuing authority may appoint a cable advisory committee and define its duties". See proposed Board vote EXHIBIT E.
- (e) Timing: Should the Board elect to vote a non-renewal prior to spring 2023 Town Meeting (when the funds would be established into which the SMAC accounts could be immediately deposited), the handling of the funds prior to the establishment of a special cable revenue account will require a discussion and coordination with the Town Treasurer to deposit the funds as receipts held for cable-related purposes until the close of FY2023.

MOTION FOR  
SELECT BOARD VOTE

I MOVE THAT THE TOWN OF STOUGHTON, BY AND THROUGH ITS SELECT BOARD, ELECT TO TERMINATE THE ACCESS CORPORATION AGREEMENT BETWEEN STOUGHTON MEDIA ACCESS CORPORATION ("S.M.A.C.") AND THE TOWN OF STOUGHTON, MASSACHUSETTS, ORIGINALLY EXECUTED BY THE PARTIES DECEMBER 15 AND 17, 2009, AND EXTENDED BY MUTUAL AGREEMENT OF THE PARTIES THROUGH TO AUGUST 2, 2022; AND IN SO DOING, TO TERMINATE ITS DESIGNATION OF S.M.A.C, AS THE TOWN'S CABLE TELEVISION ACCESS PROVIDER, AS PROVIDED BY AND IN ACCORDANCE WITH ARTICLE VII (C) OF THE AGREEMENT.

**DRAFT**

By Registered Mail, First Class Mail,  
and Electronic Mail

Mr. John Stagnone, Chairman, and  
Members of the Board of Directors  
Stoughton Media Access Corporation  
SMAC Studio  
421 Page St.  
Stoughton MA 02072

Re: Access Agreement between SMAC and Town of Stoughton

Dear Members of the Board of Directors,

At its meeting held on (date) the Stoughton Select Board voted to terminate the Access Corporation Agreement Between Stoughton Media Access Corporation ("Access Agreement") and the Town of Stoughton, Massachusetts, originally signed December 15 and 17, 2009, and which expired after several mutual extensions on August 2, 2022. By its vote, the Board also effectively terminated its designation of Stoughton Media Access Corporation ("SMAC") as the town's PEG cable television access provider, a designation arising by operation of Article III of the Access Agreement, and made pursuant to Sections 1.1 (a), and 6.2 of the currently-effective Cable Television Renewal License granted by the town to Comcast on December 1, 2022.

We ask that you or your authorized representative contact Select Board member (or other individual) (name) at (telephone or email address ) within (24- ?) hours of your receipt of this letter, to begin to arrange for a smooth and prompt timely transfer of title to all SMAC property, equipment, facilities, in accordance with the requirements of Article V section 16 (Reversion of Property Upon Termination) of the Access Agreement.

To assist in a smooth and prompt Article V section 16 turnover of SMAC property and assets, we ask that within ( 3 business ? ) days, you provide us with the following:

- (a) The current Lease for the studio space at 421 Page St. Stoughton;
- (b) All bank account, investment account or checking account records, statements, checkbooks and credit or debit cards;
- (c) Copies of all currently-effective insurance policies;
- (d) The names and titles of all SMAC employees and the names of all volunteers;
- (e) Keys to the SMAC studio at 421 Page St., and to all SMAC lockers, spaces or storage facilities wherever located, and the entry key codes required to gain access to any SMAC property, space or storage facility of any nature;
- (f) All automobile titles or leases;

Mr. John Stagnone, Chairman, and  
Members of the Board of Directors  
Page 2

- (g) Titles to all vehicles, property or equipment in SMAC's name;
- (h) Copies of all SMAC accounting records, including corporate Books, Ledgers, Records, Balance Sheets, audits or financial reviews or any other form of financial record;
- (i) Copies of all contracts entered into by SMAC including contracts with equipment or service vendors, and employees;
- (j) Copies of all SMAC correspondence from January 1 2020 to the present, and
- (k) The names and addresses of SMAC's insurance brokers and accountants or auditors.

In addition to the above we ask that within ( 7 business ?) days SMAC prepare and deliver to the Board a complete inventory of all assets, including property of any nature and including all production and office equipment and supplies, including with such inventory copies of any surveys, audits or evaluations of such property.

Please feel free to contact the undersigned should you have any questions about any of the above requests.

On behalf of the Board and the cable subscribers of the Town of Stoughton, we wish to thank the SMAC Board and its employees and volunteers for their many years of service to the Town of Stoughton and to its cable television subscribers.

Sincerely,

Select Board of the Town of Stoughton (signatures)

**EXHIBIT C**

**Article** \_\_\_\_: To see if the Town will vote to accept the provisions of G.L. c. 44, § 53F¾ for the purpose of establishing a separate revenue account to be known as the PEG Access and Cable Related Special Revenue Fund into which shall be deposited funds received in connection with the cable television franchise agreements between the Town and Comcast Corporation (Comcast) and Verizon Communications (Verizon), and/or any other cable operator, which funds shall be appropriated only for cable related purposes consistent with the franchise agreements and in accordance with law, including, but not limited to (1) support of public, educational, or governmental ("PEG") access cable television services; (2) monitoring compliance of the cable operator with the cable television license(s); and/or (3) preparing for the renewal of the cable license(s), with such action to take effect as of the first day of the fiscal year beginning July 1, 2023; and further, to transfer all cable television license proceeds and receipts held by the Town for such purposes to such new PEG Access and Cable Related Fund; and further to appropriate from said fund a sum of money, to be expended under the direction of the Board of Selectmen for such PEG access services; and further to authorize the Board of Selectmen to enter into a grant agreement for the expenditure of such funds for cable-related purposes in accordance with law; or take any other action relative thereto.

EXHIBIT D

*ARTICLE \_\_ ACCEPTANCE OF G.L. CH. 44, §53F ½ REGARDING ESTABLISHMENT OF PUBLIC, EDUCATIONAL & GOVERNMENTAL (P.E.G.) CABLE TELEVISION ACCESS ENTERPRISE FUND*

To see if the Town will vote to accept the provisions of Chapter 44, § 53F½ of the Massachusetts General Laws for the purpose of establishing a PEG Cable Access Fund Enterprise Fund, effective fiscal year 2024 (July 1, 2023), and transfer to said fund any receipts held for cable-related purposes at the close of FY2023, or take any action relative thereto.

Comment: The Town Administrator, under the guidance of the Mass. Department of Revenue, has determined that it is advisable to create an enterprise fund to manage this operation. Enterprise funds establish a separate (outside of the general fund) accounting and financial reporting mechanism for municipal services for which a fee is charged in exchange for goods or services. Once this enterprise fund is created with approval from Town Meeting, the funding of the account will then be voted on a yearly basis going forward.

**EXHIBIT E**

**MOTION TO ESTABLISH NEW CABLE ADVISORY COMMITTEE (OR "BOARD" OR "COMMISSION")  
PURSUANT TO 207 CMR SEC. 3.01 (3)**

- (1) I MOVE THAT THE BOARD ESTABLISH A NEW STOUGHTON CABLE ADVISORY COMMITTEE (OR "BOARD" OR "COMMISSION") PURSUANT TO THE AUTHORITY GRANTED IN 207 CMR SEC 3.01 (3). THE PURPOSE OF THE NEW COMMITTEE WILL BE TO SERVE AS THE TOWN OF STOUGHTON'S DESIGNATED CABLE ACCESS PROVIDER AS DEFINED IN SEC. 1.1 (a) OF THE TOWN'S CURRENTLY-EFFECTIVE CABLE TELEVISION RENEWAL LICENSE WITH COMCAST, DATED DECEMBER 1, 2022. A COPY OF SEC. 1.1 (a) IS APPENDED TO, AND INCORPORATED INTO THIS MOTION AS EXHIBIT (1).
- (2) THE DUTIES OF THE TOWN'S DESIGNATED CABLE ACCESS PROVIDER WILL BE ALL OF THE TASKS IDENTIFIED IN SEC. 6.2
- (3) (1)-(8) ("PEG ACCESS PROVIDER") OF THE CURRENTLY-EFFECTIVE DECEMBER 1, 2022 COMCAST LICENSE, AS WELL AS ANY ADDITIONAL DUTIES WHICH THE SELECT BOARD MAY FROM TIME TO TIME ASSIGN TO IT. A COPY OF SEC. 6.2 (1)-(8), IS APPENDED TO, AND INCORPORATED INTO THIS MOTION AS EXHIBIT (2).
- (4) ANY AND ALL CABLE ADVISORY COMMITTEES, BOARDS OR COMMISSIONS PREVIOUSLY ESTABLISHED BY THIS BOARD ARE HEREBY DISSOLVED.

## EXHIBIT 1

(a) Access Provider – shall mean the person, group or entity, or non-profit corporation, designated by the Issuing Authority for the purpose of operating and managing the use of Public, Educational and Governmental Access funding, equipment and channels on the cable television system in accordance with this Renewal License and 47 U.S.C. 531.

## EXHIBIT 2

### SECTION 6.2 - PEG ACCESS PROVIDER

Beginning on the Effective Date, the Access Provider shall provide services to PEG Access Users and the Town as follows:

- (1) Schedule, operate and program the PEG Access channels provided in accordance with Section 6.3 below;
- (2) Manage the annual funding, pursuant to Section 6.4 below;
- (3) Conduct training programs in the skills necessary to produce PEG Access Programming;
- (4) Provide technical assistance and production services to PEG Access Users;
- (5) Establish rules, procedures and guidelines for use of the PEG Access Channels;
- (6) Provide publicity, fundraising, outreach, referral and other support services to PEG Access Users;
- (7) Assist PEG Access Users in the production of Video Programming of interest to Subscribers and issues, events and activities; and
- (8) Accomplish such other tasks relating to the operation, scheduling and/or management of the PEG Access Channels, facilities and equipment as appropriate and necessary.



Mead, Talerman & Costa, LLC  
Attorneys at Law

730 Main Street, Suite 1F  
Millis, MA 02054  
Phone 508.376.8400

[www.mtclawyers.com](http://www.mtclawyers.com)

TO: SMAC  
FM: THOMAS CALTER, TOWN MANGER AND BRIAN WINNER, ESQ.  
CC: ATTORNEY DAVID MURPHY  
RE: SMAC ACCESS AGREEMENT RENEWAL FY24 –  
PROPOSED NEW/REVISED TERMS  
DA: JUNE 14, 2023

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Having conferred with representatives of the Town regarding the proposed, renewed "Access Corporation Agreement," (the "Agreement") the Town proposes the following new and/or revised provisions to the draft September 13, 2022 Agreement:

1. **ARTICLE V/XI** - The Agreement shall provide that there shall be an independent, three (3) member oversight committee consisting of two (2) Selectboard members and the Town Manager which is authorized and required to liaison with SMAC to facilitate communication, transparency and compliance with the Agreement and SMAC's bylaws and that SMAC shall cooperate and not unreasonably interfere with same.
2. **ARTICLE V, Section 11/Article XI, Section 4** -The Agreement shall provide that, within forty-five (45) days of the Agreement being fulling executed, SMAC's Bylaws shall be amended so that its provisions are consistent with the new Agreement.
3. **ARTICLE IX** - The Agreement shall provide that all SMAC funds shall be depositing and maintained in a banking/financial institution located in Stoughton.
4. **ARTICLE V, Section 9** - The Agreement shall provide that SMAC shall annually submit to a financial audit by an appropriate CPA firm mutually agreed upon by SMAC and the Town and that the results of such audit be made available to SMAC and the Town.
5. **ARTICLE V, Section 12** - The Agreement shall provide that SMAC prepare and approve annually a revolving three (3) year capital budged that targets old equipment that is failing, that is likely to fail, or that has or will reached the expiration of its anticipated useful life during that three (3) year term.
6. **ARTICLE XI, (New) Section 5** - The Agreement shall provide that SMAC shall comply with the Massachusetts Open Meeting Law, unless applicable Massachusetts law governing nonprofit corporations specifically allow otherwise in which case, in each instance, SMAC shall comply with the Massachusetts Open Meeting Law to the maximum extent practicable and shall provide public notice that applicable Massachusetts law governing nonprofit corporations provides or requires a deviation from said Open Meeting Law together with citation to such authority. This provision shall not apply to internal employment matters. Upon request, the Town

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Newburyport Office  
30 Green Street  
Newburyport, MA 01950  
Phone 978.463.7700  
Fax 978.463.7747

shall cooperate with SMAC if it wishes to post such meetings in the same manner as the Town.

7. **ARTICLE XI, (New) Section 5** - The Agreement shall provide that all SMAC meetings, unless exempted under Paragraph 6 above, shall be audio/video recorded and livestreamed and/or made available on SMAC.
8. **ARTICLE IV** - The Agreement shall provide for a one (1) year initial term with a single, five (5) year extension option, exercisable by the Town at its sole uncontestable discretion.
9. **ARTICLE V/XI** - The Agreement shall provide that SMAC shall make a presentation and report to the Selectboard on a quarterly basis which shall, at a minimum, include the status of operations, capital planning.
10. **ARTICLE V, Section 11** – The Agreement shall provide that SMAC shall strictly comply with its Bylaws and that its Bylaws are subject to the review and approval of the Selectboard, such approval not to be unreasonably withheld and provided further that the Selectboard provide written notice of its approval or disapproval as the case may be within thirty (30) days or such approval shall be deemed waived.

We reserve the right to suggest additional/different changes other than or in addition to those above. Furthermore, this terms sheet is provided for the purposes of negotiation and is not intended to be exhaustive and not intended to include typographical and/or boilerplate terms which have not yet been examined. Finally, this terms sheet is subject to review and approval by the Select Board which shall have the final authority concerning all matters contained herein.

ACCESS CORPORATION  
AGREEMENT

BETWEEN

STOUGHTON MEDIA ACCESS  
CORPORATION  
("S.M.A.C.")

AND THE  
TOWN OF STOUGHTON, MASS.

## Article I – PREAMBLE

WHEREAS, the Town of Stoughton, which is a municipal corporation organized under the laws of the Commonwealth of Massachusetts (“MUNICIPALITY”), acting by and through its Select Board, issued a Cable Television Renewal License (“Renewal License”) to Comcast Cable Communications, Inc. (“Comcast”), as well as an initial cable television license to Verizon New England, Inc. (“Verizon”) (together, “Cable Licensees”) both for the provision of cable television services within its municipal boundaries, and

WHEREAS, the Cable Licenses provide for Comcast and Verizon to make to the MUNICIPALITY certain annual and periodic grants of money called “PEG Access Support” and

WHEREAS, it is the intent of the MUNICIPALITY that such annual grants and or any future funding source for PEG Access Programing (“Public Educational and Governmental Access”) should be used for the support and furtherance of PEG Access Channels pursuant to 47 U.S.C. §531, and

WHEREAS, Stoughton Media Access Corp. (“S.M.A.C.”) fulfills the mission of providing the PEG Access Channels provided by the LICENSEES to the MUNICIPALITY pursuant to 47 U.S.C. §531, and

WHEREAS, it is the intent of the Town of Stoughton to participate in the provision of PEG Access Services to the residents of Stoughton as more fully provided by the terms of this Agreement, and by the terms of the Cable Licenses issued by the Stoughton Select Board to Comcast and Verizon, and

NOW THEREFORE, it is agreed by and between the Town of Stoughton, acting by and through its Select Board, and S.M.A.C., acting by and through its Board of Directors (“the Parties”), as follows:

## Article II – DEFINITIONS

For the purpose of this agreement the following words, terms, phrases, and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the plural include the singular, and words used in the singular include the plural. The word “shall” is mandatory.

1. Access Agreement, or Agreement: The Access Corporation Agreement between the Stoughton Media Access Corporation, (“S.M.A.C.”), and the Town of Stoughton.
2. Access Channel: A video channel which the Licensee(s) shall make available without charge for the purpose of transmitting programming by members of the public, Town departments, and agencies, public schools, educational, institutional, and similar organizations.

3. Access Corporation: Stoughton Media Access Corporation ("S.M.A.C."), the ACCESS CORPORATION, designated by the Select Board of the Town of Stoughton pursuant to Article III of this Agreement, and to the relevant sections of the Cable Licenses for the Town of Stoughton.
4. Access Facility: The location from which the Access Corporation operates the public, educational and municipal access functions; at a studio to be located in the Town of Stoughton, Massachusetts.
5. Access Programming: Programs on the designated Access Channels which shall be non-commercial within the standards for underwriting applicable to the Public Broadcasting Service (PBS), or the standards necessary for S.M.A.C. to maintain its tax-exempt status within the applicable regulations of the Internal Revenue Service, and such programming excludes political advertising.
6. CATV: Cable Access Television.
7. Cable Advisory Committee: The Stoughton Cable Advisory Committee as appointed by the Select Board.
8. Cable Licenses, or Renewal Licenses: The license agreements between Stoughton and Comcast and Verizon (the current "LICENSEES"), authorizing LICENSEES to own, operate and maintain the Cable Television Systems in the MUNICIPALITY.
9. Commercial Program: Programming from which revenue is derived, by any party, and programming the purpose of which is to conduct trade or commerce. It shall not include programming supported by underwriting grants or contributions of any kind.
10. Downstream Channel: A channel over which signals travel from the system headend to an authorized location within the system.
11. Educational Access: Any channel or time thereon which has been allocated for educational use in accordance with this Agreement, the License Agreements, and 47 U.S.C. §531.
12. Governmental Access: Any channel or time thereon which has been allocated for governmental use by the MUNICIPALITY, the Issuing Authority, or municipal agencies in accordance with this Agreement and 47 U.S.C. §531.
13. Issuing Authority: The Select Board of the Town of Stoughton, who is party to this Agreement.
14. Licensee: Comcast or Verizon, or their authorized transferees or successors.
15. Municipality (or "Town"): The Town of Stoughton, Massachusetts.

16. Public Access: The availability for use by any resident of, or any organization based in or serving the MUNICIPALITY, of designated public access facilities, equipment, training and/or channels of the Cable Television System, as provided in the Cable Licenses with the MUNICIPALITY and in accordance with 47 U.S.C. §531.

17. "S.M.A.C.": The non-profit corporation known as Stoughton Media Access Corporation, designated by the Select Board to manage and operate public, educational and municipal access in the Town of Stoughton in accordance with this Agreement and 47 U.S.C. §531.

18. Upstream Channels: A channel over which signals travel from an authorized location to the cable system headend.

### **Article III – DESIGNATION**

Pursuant to the respective Articles and provisions in the Cable Licenses or as they may be hereafter amended or renewed, or as they may be supplanted or replaced by agreement or otherwise with any other method of distributing CATV or CATV-like content, the Select Board, as Issuing Authority, hereby Designates Stoughton Media Access Corporation ("S.M.A.C.") as its Designee and ACCESS CORPORATION within the meaning of that term as currently employed in the Cable Licenses for the Town of Stoughton or as hereafter amended or renewed or supplanted or replaced by agreement or otherwise. This Designation hereby authorizes S.M.A.C. to receive certain PEG Access grants, as more fully set forth in the Cable Licenses for the Town of Stoughton, and further authorizes S.M.A.C. to operate for the MUNICIPALITY the PEG Access channels and services described in the relevant terms of the Cable Licenses.

### **Article IV – TERM OF DESIGNATION**

Unless otherwise terminated with the Designation withdrawn for good cause shown as provided in Article VII of this Access Agreement, the term of this Designation shall become effective when executed by all Parties hereto, and this Access Agreement shall continue unless terminated for good cause shown as provided in Article VII.

### **Article V – OBLIGATIONS OF ACCESS CORPORATION**

#### **Section 1: Public Access Use: Operating Rules and Procedures.**

S.M.A.C. shall be solely responsible for its management and the operation of Public Access Programming on the cable system in the MUNICIPALITY, including training, quality of originated signals in cooperation with Comcast or Verizon or successor Licensee(s), scheduling the Public Access Channel(s) and managing the Access Facilities and equipment. S.M.A.C. shall promulgate and maintain a set of access operating rules and procedures which ensure that training, equipment, facilities, and Access Channel time shall be available to residents of any organizations serving the respective MUNICIPALITY. These rules shall ensure the right to use Access Channels, facilities, and equipment on a non-discriminatory, first-come, first-served basis subject to the terms

of this Access Agreement and subject also to S.M.A.C.'s goal of establishing regularly scheduled programming. Access user compliance with such rules shall be monitored by S.M.A.C. and periodically reviewed by the Issuing Authority of the MUNICIPALITY.

**Section 2: Programming on the Public Access Channel.**

Editorial discretion, the content of programming and the liability for programming placed on those Access Channel(s) which are operated by S.M.A.C. shall solely reside in and be the sole responsibility of the access producers and S.M.A.C. and not the MUNICIPALITY nor their LICENSEES. Notwithstanding the foregoing, S.M.A.C. programming shall be designed to achieve the purposes set forth in S.M.A.C.'s Articles of Incorporation and By-Laws and shall consist of Access Programming as defined in the Cable Licenses and by law. To these ends:

- (a) S.M.A.C. shall not sell to a third party any proprietary interest that S.M.A.C. may have in any Access Programming without first offering LICENSEES the right to purchase such interest by matching the best good faith offer tendered in writing by the third party;
- (b) All liability, license and copyright fees associated with the programming produced by S.M.A.C. or placed on the access channels serving the MUNICIPALITY shall be the sole responsibility of S.M.A.C.

**Section 3: Coverage of Local Meetings.**

S.M.A.C. shall be solely responsible for providing live coverage of all regularly scheduled meetings of the Select Board, School Committee and Town Meeting for the MUNICIPALITY, to the fullest extent practicable and possible. In addition to the foregoing, S.M.A.C. shall provide live coverage of one additional public meeting, per quarter, if requested by the MUNICIPALITY, upon thirty (30) days written notice, to the fullest extent practicable and possible.

**Section 4: Cooperation with School Department.**

S.M.A.C. shall cooperate with the school department of the MUNICIPALITY in partnership and assist in the coverage of important or significant school events, provided the request is made in writing at least thirty (30) days prior to such event, and further provided that sufficient S.M.A.C. resources are available for the requested coverage.

**Section 5: Cooperation with Municipal Government.**

S.M.A.C. shall cooperate with the Issuing Authority of the MUNICIPALITY in the coverage of governmental meetings, based on available resources.

**Section 6: Logs.**

S.M.A.C. shall keep a log of all Access Programming transmitted on the Access Channel(s) and the names and addresses of all access producers. The logs will be available for public inspection and retained for not less than two years.

**Section 7: Insurance.**

(a) At all times during the term of this Access Agreement, S.M.A.C. shall obtain, pay premiums for, and keep current the following policies of insurance:

(1) A General Commercial liability policy with a minimum liability coverage of One Million Dollars (\$1,000,000.00) for injury or death to any one person in any one occurrence and Two Million Dollars (\$2,000,000.00) for injury to two (2) or more persons in any one occurrence arising out of any S.M.A.C. activity under this Access Agreement;

(2) Property damage insurance policy for any and all claims of property damage occasioned or alleged to be occasioned by any S.M.A.C. activity under this Access Agreement, including but not limited to the construction, installation, maintenance or operation of a cable television access studio under this Access Agreement, with a minimum liability coverage of One Million Dollars (\$1,000,000.00) for damage to the property of any one person in any one occurrence and Two Million Dollars (\$2,000,000.00) for damage to the property of two (2) or more persons in any one occurrence;

(3) Automobile liability insurance for owned, leased or borrowed by S.M.A.C. automobiles, non-owned automobiles and/or rented automobiles undertaking S.M.A.C. business in the amount of:

(A) One Million Dollars (\$1,000,000.00) for bodily injury and consequent death per occurrence;

(B) One Million Dollars (\$1,000,000.00) for bodily injury and consequent death to any one person; and

(C) Five Hundred Thousand Dollars (\$500,000.00) for property damage per occurrence.

(4) Worker's Compensation in the minimum amount provided by statute.

(5) Producers' Liability Insurance in the amount of One Million Dollars (\$1,000,000) to cover slander, libel, copyright infringement, infliction of emotional distress, and invasion of privacy or publicity rights.

(b) For all insurance policies required by this Access Agreement, the following conditions shall apply:

(1) Such Insurance shall commence no later than thirty (30) days following the establishment of the Access Corporation, or the date of the execution of this Agreement, whichever shall occur last;

(2) Such Insurance shall be primary with respect to any insurance maintained by the MUNICIPALITY and shall not call upon the MUNICIPALITY'S insurance for contribution;

(3) Such Insurance shall be obtained from brokers or carriers licensed to transact business in the Commonwealth of Massachusetts;

(4) Evidence of compliance in the form of certificates of Insurance shall be submitted to the MUNICIPALITY periodically during the term or terms of this Access Agreement.

**Section 8. Indemnification.**

(a) Indemnification by Access Corporation of MUNICIPALITY:

S.M.A.C. shall defend, indemnify and hold harmless the MUNICIPALITY, its officials, boards, commissions, agents and/or employees and LICENSEES, and their officers, employees, servants and agents, from and against any claim, without limitation, arising from S.M.A.C.'s activities under this Access Agreement, whether expressly authorized by such Agreement or otherwise, including but not limited to claims in the nature of libel, slander, copyright infringement, infliction of emotional distress, and invasion of privacy or publicity rights, non-compliance with applicable laws, license fees and reasonable attorneys' fees. In addition, S.M.A.C. shall, in its rules for public access, require every access user to indemnify LICENSEE, S.M.A.C. and the MUNICIPALITY, and to defend, indemnify and hold them harmless against any claims arising out of any program or program material produced and/or cablecast by it, including but not limited to claims in the nature of libel, slander, invasion of privacy, obscenity, civil rights or publicity rights, non-compliance with applicable laws, license fees, unauthorized use of copyrighted material, and infliction of emotional distress including reasonable attorneys' fees.

(b) Indemnification by Access Corporation of Employees:

The Access Corporation shall, at its sole cost and expense, defend, indemnify and hold harmless its officers, employees, boards, commissions, agents and/or members from and against all claims for damage due to the actions of the Access Corporation, its officers, employees, boards, commissions, agents and/or members, when acting in official capacity or on behalf of the Access Corporation, where such claims arise out of the operation of the Access Corporation or Access Facility, or the provision of Access Programming which is the subject matter of this Access Agreement. Indemnified costs shall include, without limitation, all out-of-pocket expenses, including reasonable attorneys' fees and the reasonable value of any services rendered by Town Counsel.

**Section 9: Annual Report and/or Audit.**

Reviews, reports or audits of its finances and operations shall be conducted and provided annually by S.M.A.C. as may be required by the regulations of the Attorney General, to its members, if any, to the Stoughton Cable Advisory Committee, to the Issuing Authority and MUNICIPALITY, and if requested, to LICENSEES within ninety (90) days after the close of S.M.A.C.'s fiscal year or within sixty (60) days after the filing of its state and federal tax returns, including any tax extensions filed by S.M.A.C., whichever is later, or at such other time as may be agreed upon by the Parties.

Review of S.M.A.C.'s performance by the MUNICIPALITY, its Issuing Authority, or its designee(s) ("Performance Review" or "Audit"), if conducted, shall be conducted upon receipt of the annual review, report, or audit from S.M.A.C. The Performance Review shall be conducted at a duly noticed meeting of the Select Board at which S.M.A.C. shall be heard. At any such Performance Review all S.M.A.C. officers, directors, attorneys, agents or managers requested by S.M.A.C., the MUNICIPALITY or its Issuing Authority or designees shall be in attendance. In the event the MUNICIPALITY determines it requires a designee or third party to conduct a Performance Review or Audit, such third party shall be impartial, objective, disinterested, and professionally qualified. Any substantive issues, deficiencies, breaches or defaults raised or found by the MUNICIPALITY, its Issuing Authority, or its designee as a result of the Performance Review shall be provided to the S.M.A.C. Board of Directors by written notice within sixty (60) days of the Performance Review and any determination shall follow the procedures set forth in Article VIII, Section 1 of this Agreement.

**Section 10:** Status as Non-Profit 501(c)(3) Corporation.

S.M.A.C. shall, throughout the term of this Access Agreement, maintain its status as a non-profit 501(c)(3) corporation, securing and maintaining all requisite legal designations, and filing all appropriate periodic statements, forms or reports as may be required from time to time by law or regulation. S.M.A.C. shall otherwise maintain compliance with all applicable laws, rules and regulations of the MUNICIPALITY, Commonwealth of Massachusetts, and the United States of America as shall be enacted from time to time.

**Section 11:** Maintenance of Records, Equipment and Property; Equipment Inventory.

S.M.A.C. shall maintain accurate books, records, and logs of its financial and programming activities, and it shall maintain the facilities and equipment provided to it in good repair and safekeeping. Annually, at the time of filing the Annual Review, Report and/or Audit, S.M.A.C. shall provide to the Issuing Authority an inventory of said equipment and facilities together with a statement of its condition and corrective action, if any needed, taken or recommended to be taken to maintain all items in satisfactory condition.

**Section 12:** Access to Records.

S.M.A.C. shall allow the MUNICIPALITY, and/or its authorized designees(s) access to the books, records, accounts, and facilities of S.M.A.C. referenced in Paragraph 11 at such reasonable times and in such reasonable places as the MUNICIPALITY may require to ensure compliance with this Access Agreement.

**Section 13: Political Activities Prohibited.**

No funds nor facilities nor equipment provided hereunder shall be used for any partisan political activity or to further the election or defeat of any particular candidate for public office. Such prohibition shall not apply to public interest forums, public presentations or the like where the facilities are available for the expression of all points of view for informational purposes.

**Section 14: Reversion of Property Upon Termination.**

Upon termination of this ACCESS AGREEMENT, title to all property, equipment, facilities, and undisbursed funds and all other assets of the Access Corporation shall be transferred to the MUNICIPALITY, or to its Issuing Authority, or to their designees and S.M.A.C. shall cooperate fully with the MUNICIPALITY and its Issuing Authority or designees in effecting a smooth and prompt transfer.

**Article VI – ADDITIONAL TERMS**

Additional terms, as may be mutually agreed upon by the Parties may be for any length of time to which the Parties may mutually agree in writing.

**Article VII – TERMINATION**

This Access Agreement, and/or any subsequent Designation or extension thereof made under authority of this Access Agreement, shall terminate upon the occurrence of any of the following events:

(A) The filing of bankruptcy of S.M.A.C.;

(B) The expiration of the then-current Term as defined in Article IV hereof, or any extension of the Term, including by course of dealing, of this Access Agreement, or in the event that the MUNICIPALITY terminates this Agreement with the Designation for good cause shown, in the manner provided in Article VIII, terminating S.M.A.C. as its PEG Access provider; or

(C) The withdrawal of Designation by the MUNICIPALITY arising from any breach of this Access Agreement by S.M.A.C. which remains outstanding and uncured in whole or in part following notice, opportunity to cure, and an opportunity to be heard at a duly noticed meeting of the Select Board as more fully provided in Article VIII of this Access Agreement.

**Article VIII – BREACH AND SANCTIONS**

**Section 1: Determination of Breach.**

Upon determining that a possible material breach of this Access Agreement may have occurred, the MUNICIPALITY shall serve written notice of such possible breach upon S.M.A.C. Upon receipt of such written notice of possible breach, S.M.A.C. shall have sixty (60) days to respond in one of the following ways: (1) cure such breach and report the cure to the MUNICIPALITY; (2) provide the MUNICIPALITY with proof that such breach did not occur; (3) if the breach was due to any fault on the part of S.M.A.C., but for reasons beyond its control, and such breach cannot be cured within sixty (60) days, provide proof of same to the MUNICIPALITY, and a reasonable, detailed timetable for correction and cure; or (4) if the breach was not due to any fault on the part of S.M.A.C. and cannot be cured within sixty (60) days, provide proof of same to the MUNICIPALITY and a reasonable, detailed timetable for cure. S.M.A.C. shall submit such response(s) for approval by the MUNICIPALITY which shall take up the issue within a reasonable time thereafter at a duly noticed meeting of the Select Board with an opportunity for S.M.A.C. to be heard and at which the Select Board shall make its determination whether a breach occurred, has been cured or is waived by the MUNICIPALITY.

If, after notification, opportunity to cure and to be heard as provided in this section, the MUNICIPALITY determines that a breach of this Access Agreement did occur, and that such breach was not cured or otherwise excused or waived within the time duly specified by the procedures set forth in this section, the MUNICIPALITY may elect one or more of the following remedies 10 days after sending written notice to S.M.A.C. of the determination: (1) withdraw its Designation of S.M.A.C. granted under Article III of this Access Agreement, and thereby terminate this Access Agreement; (2) impose Liquidated Damages as set forth in Section 2 of this Article; (3) impose any other sanction as may be determined to be reasonable under the circumstances; or (4) excuse or waive the breach for good cause shown. The MUNICIPALITY shall send S.M.A.C. notice of its determination of its election of remedies (1) – (4) within two (2) business days of its determination.

**Section 2: Liquidated Damages.**

Liquidated damages up to the amount set forth below, from the day of the notice of the MUNICIPALITY'S determination of its election in the final sentence of Section 1 above, may be assessed against S.M.A.C. by the MUNICIPALITY in the manner set forth in Section 1 determining a breach of this Access Agreement after notice and opportunity to cure as set forth in Section 1 of Article VIII. Upon assessment of such damages, the MUNICIPALITY may require S.M.A.C. to pay such damages to the MUNICIPALITY within thirty (30) days of its receipt of such a written demand for payment. Failure to pay such damages within thirty (30) days of receipt of a written demand shall itself constitute a breach of this Access Agreement. In the event of ongoing penalties, successive and non-cumulative written demands may be sent.

- (a) For failure to maintain qualified, fully trained, and competent personnel to manage and operate the Public Access Program, as required by Article V, Section 1, \$50.00 per day;

- (b) For failure to provide live coverage of local meetings as required by Article V, Section 3, \$50.00 per day;
- (c) For failure to maintain insurance policies required by Article V, Section 7, \$25.00 per day;
- (d) For failure to prepare or produce Annual Review, Report, Audit and/or Inventory, as required by Article V, Section 9; or for failure to maintain Access Programming Logs as required by Article V, Section 6, or for failure to grant to the Issuing Authority or its authorized representatives access to the books, records, accounts and facilities at such reasonable times and at such reasonable places as the Issuing Authority or its authorized representatives may require, as required by Article V, Section 14, \$25.00 per day; and
- (e) For any other breach of this Access Agreement as may be determined by the MUNICIPALITY as provided in Section 1, \$50.00 per day.

Liquidated damages are a non-exclusive remedy and may be used alone, or in combination with any other remedy for breach permitted under Article VIII, Section 1.

#### **Article IX – FUNDING/ANNUAL SUPPORT/FUND RAISING**

S.M.A.C. shall be funded by annual and/or periodic grant payments, or by a combination of the two, made to it directly by the LICENSEES, or any future funding source for PEG Access Programming and/or the MUNICIPALITY pursuant to the relevant provisions of the Cable Licenses or as those Licenses may be supplanted or replaced by agreement or otherwise with any other method of distributing CATV or CATV-like content. The grant payments provided by the Cable Licenses may be made by LICENSEES directly to S.M.A.C. in accordance with the terms of the respective Cable Licenses, and upon written request of the Issuing Authority to the LICENSEES. S.M.A.C. shall invoice the MUNICIPALITY monthly in arrears payable within thirty (30) days.

After providing fourteen (14) days written notice to the Issuing Authority, S.M.A.C. may also undertake its own non-profit fundraising campaigns or drives. S.M.A.C. may also directly receive, or through the MUNICIPALITY, any future funding for PEG Access from state, federal or other public or private entities.

#### **Article X – CABLE ADVISORY COMMITTEE**

At the discretion of the Issuing Authority, the Issuing Authority may vest S.M.A.C. with such power and authority as the Issuing Authority may lawfully and from time to time delegate to S.M.A.C. regarding a Cable Advisory Committee.

#### **Article XI – ACCESS CORPORATION ORGANIZATION**

**Section 1:** Board of Directors.

The Access Corporation shall have a Board of Directors composed as provided by Article III of the Access Corporation's By-Laws as they currently exist or as they may from time to time be amended.

The Board of Directors shall have all of the usual overall policy setting and oversight powers customary for a corporate Board of Directors provided by law and by its By-Laws.

**Section 2:**     Access Corporation Officers.

The selection, duties, and terms of the Access Corporate Officers shall be as provided by the Access Corporation's By-Laws.

**Section 3:**     Access Corporation Members.

The Board of Directors may establish membership in the Access Corporation under such terms and conditions as it may deem necessary or desirable to promote public participation in, and funding of, the Access Corporation, and consistent always with the provisions of Article II of the Access Corporation By-Laws as they currently exist or as they may from time to time be amended.

**Section 4:**     Access Corporation By-Laws.

The Access Corporation By-Laws, as adopted by the incorporators at the time of incorporation, shall serve as the effective By-Laws of the Access Corporation.

## **Article XII – MISCELLANEOUS**

**Section 1:**     Assignment and Successors Bound.

This Access Agreement shall inure to the benefit of the MUNICIPALITY and to their successors and assigns. No assignment of any legal right may be made by S.M.A.C. without the express written consent of the MUNICIPALITY.

**Section 2:**     Waiver and Amendment.

Nothing in this Access Agreement shall prevent all Parties from agreeing to waive or amend any provisions of this Agreement by mutual agreement. Any such waiver must be confirmed by all Parties in writing. No amendment shall be made to this Access Agreement unless executed in full in the same form as the original Agreement. No waivers or amendments agreed, in writing, upon or pursuant to this section, shall prejudice any remaining provisions of this Access Agreement and all such remaining provisions shall at all times remain in full force and effect.

**Section 3:**     Construction.

The headings herein are for reference and convenience only and shall not be a factor in the interpretation of this ACCESS AGREEMENT. This ACCESS AGREEMENT shall be interpreted and construed under the laws of the Commonwealth of Massachusetts without regard to its conflict of laws provision(s). The Parties agree that any dispute arising out of or related to this Access Agreement shall be decided exclusively by the state or federal courts located in the Commonwealth of Massachusetts.

**Section 4: Severability.**

If any provision of this ACCESS AGREEMENT is determined to be illegal or unenforceable by any court, such determination shall have no effect upon the validity of all remaining sections of the Agreement which shall remain in full force and effect for the full term of this Agreement.

**Section 5: Force Majeure.**

If by any reason of Force Majeure any party is unable in whole or in part to carry out its obligations under this ACCESS AGREEMENT, that party shall not be deemed to be in breach or default during the pendency of such inability. The term "Force Majeure," as used in this ACCESS AGREEMENT shall have the following meanings: Act of God; act of public enemy; orders of any kind of the government of the United States of America, Commonwealth of Massachusetts or of any of their departments, subdivisions, officials, or of any civil or military authorities; insurrections; riot; epidemic; pandemic; landslide; lightning; earthquake; fires; hurricanes, volcanic activity; storms; floods; wash outs; droughts; civil disturbances; explosions; strikes; acts of terrorism; and unavailability of essential personnel, equipment, services, or material beyond the control of any Party.

**Section 6: Entire Agreement.**

This Access Agreement contains the entire agreement between the Parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed except by an instrument in writing executed by the Parties and in the same form as this Agreement.

**Section 7: Notice.**

Any notice delivered hereunder shall be valid if delivered in hand to or sent by a national, overnight delivery service that maintains and makes available proof of delivery to the following addresses which may be revised in writing by the Town of Stoughton or S.M.A.C.:

The MUNICIPALITY:

Town of Stoughton:

Chair, Select Board  
Stoughton Town Hall  
10 Pearl Street  
Stoughton, MA 02072

Stoughton Media Access Corp.:

President, Stoughton Media Access Corp.  
421 Page St., Suite 2  
Stoughton, MA 02072

**Article XIII – EXECUTION**

***TOWN OF STOUGHTON, MASSACHUSETTS,***

By its Select Board,

\_\_\_\_\_  
Debra Roberts, Chair

Dated: \_\_\_\_\_

\_\_\_\_\_  
Joseph M. Mokrisky

Dated: \_\_\_\_\_

\_\_\_\_\_  
Stephen M. Cavey

Dated: \_\_\_\_\_

\_\_\_\_\_  
Scott Carrara

Dated: \_\_\_\_\_

\_\_\_\_\_  
Louis F. Gitto

Dated: \_\_\_\_\_

***STOUGHTON MEDIA ACCESS CORP.***

***By its President,***

\_\_\_\_\_  
Robert Mullen  
President, Duly Authorized

Dated: \_\_\_\_\_

working draft 6-14-23

**ACCESS CORPORATION  
AGREEMENT**

**BETWEEN**

**STOUGHTON MEDIA ACCESS  
CORPORATION  
("S.M.A.C.")**

**AND THE  
TOWN OF STOUGHTON, MASS.**

**ACCESS CORPORATION  
AGREEMENT**

**BETWEEN**

**STOUGHTON MEDIA ACCESS  
CORPORATION  
("S.M.A.C.")**

**AND THE  
TOWN OF STOUGHTON, MASS.**

## Article I – PREAMBLE

WHEREAS, the Town of Stoughton, which is a municipal corporation organized under the laws of the Commonwealth of Massachusetts (“MUNICIPALITY”), acting by and through its Select Board, issued a Cable Television Renewal License (“Renewal License”) to Comcast Cable Communications, Inc. (“Comcast”), as well as an initial cable television license to Verizon New England, Inc. (“Verizon”) (together, “Cable Licensees”) both for the provision of cable television services via cable and or fiber optics within its municipal boundaries, and

WHEREAS, the Cable Licenses provide for Comcast and Verizon to make to the MUNICIPALITY certain annual and periodic grants of money called “PEG Access Support” and

WHEREAS, it is the intent of the MUNICIPALITY that such annual grants and or any future funding source for PEG Access Programing (“Public Educational and Governmental Access”) should be used for the support and furtherance of PEG Access Channels pursuant to 47 U.S.C. §531, and

WHEREAS, Stoughton Media Access Corp. (“S.M.A.C.”) fulfills the mission of providing the PEG Access Channels provided by the LICENSEES to the MUNICIPALITY pursuant to 47 U.S.C. §531, and

WHEREAS, it is the intent of the Town of Stoughton to participate in the provision of PEG Access Services to the residents of Stoughton as more fully provided by the terms of this Agreement, and by the terms of the Cable Licenses issued by the Stoughton Select Board to Comcast and Verizon, and

NOW THEREFORE, it is agreed by and between the Town of Stoughton, acting by and through its Select Board, and S.M.A.C., acting by and through its Board of Directors (“the Parties”), as follows:

## Article II – DEFINITIONS

For the purpose of this agreement the following words, terms, phrases, and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the plural include the singular, and words used in the singular include the plural. The word “shall” is mandatory.

1. Access Agreement, or Agreement: The Access Corporation Agreement between the Stoughton Media Access Corporation, (“S.M.A.C.”), and the Town of Stoughton.
2. Access Channel: A video channel which the Licensee(s) shall make available without charge for the purpose of transmitting programming by members of the public, Town departments, and agencies, public schools, educational, institutional, and similar organizations.

3. Access Corporation: Stoughton Media Access Corporation ("S.M.A.C."), the ACCESS CORPORATION, designated by the Select Board of the Town of Stoughton pursuant to Article III of this Agreement, and to the relevant sections of the Cable Licenses for the Town of Stoughton.
4. Access Facility: The location from which the Access Corporation operates the public, educational and municipal access functions; at a studio to be located in the Town of Stoughton, Massachusetts.
5. Access Programming: Programs on the designated Access Channels which shall be non-commercial within the standards for underwriting applicable to the Public Broadcasting Service (PBS), or the standards necessary for S.M.A.C. to maintain its tax-exempt status within the applicable regulations of the Internal Revenue Service, and such programming excludes political advertising.
6. CATV: Cable Access Television.
7. Cable Advisory Committee: The Stoughton Cable Advisory Committee as it may be appointed by the Select Board.
8. Cable Licenses, or Renewal Licenses: The license agreements between Stoughton and Comcast and Verizon (the current "LICENSEES"), authorizing LICENSEES to own, operate and maintain the Cable or similar Television Systems in the MUNICIPALITY.
9. Commercial Program: Programming from which revenue is derived, by any party, and programming the purpose of which is to conduct trade or commerce. It shall not include programming supported by underwriting grants or contributions of any kind.
10. Downstream Channel: A channel over which signals travel from the system headend to an authorized location within the system.
11. Educational Access: Any channel or time thereon which has been allocated for educational use in accordance with this Agreement, the License Agreements, and 47 U.S.C. §531.
12. Governmental Access: Any channel or time thereon which has been allocated for governmental use by the MUNICIPALITY, the Issuing Authority, or municipal agencies in accordance with this Agreement and 47 U.S.C. §531.
13. Issuing Authority: The Select Board of the Town of Stoughton, who is party to this Agreement.
14. Licensee: Comcast or Verizon, or their authorized transferees or successors in the provision of PEG Programming and Access Channels as herein defined.
15. Municipality (or "Town"): The Town of Stoughton, Massachusetts.

16. Public Access: The availability for use by any resident of, or any organization based in or serving the MUNICIPALITY, of designated public access facilities, equipment, training and/or channels of the Cable Television System, as provided in the Cable Licenses with the MUNICIPALITY and in accordance with 47 U.S.C. §531.

17. "S.M.A.C.": The non-profit corporation known as Stoughton Media Access Corporation, designated by the Select Board to manage and operate public, educational and ~~government municipal~~ Cable Access TV in the Town of Stoughton in accordance with this Agreement and 47 U.S.C. §531.

18. Upstream Channels: A channel over which signals travel from an authorized location to the cable system headend.

### Article III – DESIGNATION

Pursuant to the respective Articles and provisions in the Cable Licenses or as they may be hereafter amended or renewed, or as they may be supplanted or replaced by agreement or otherwise with any other method of distributing CATV or CATV-like content, the Select Board, as Issuing Authority, hereby Designates Stoughton Media Access Corporation ("S.M.A.C.") as its Designee and ACCESS CORPORATION within the meaning of that term as currently employed in the Cable Licenses for the Town of Stoughton or as hereafter amended or renewed or supplanted or replaced by agreement or otherwise. This Designation hereby authorizes S.M.A.C. to receive certain PEG Access grants, as more fully set forth in the Cable Licenses for the Town of Stoughton, and further authorizes S.M.A.C. to operate for the MUNICIPALITY the PEG Access channels and services described in the relevant terms of the Cable Licenses.

### Article IV – TERM OF DESIGNATION

Unless otherwise terminated with the Designation withdrawn for good cause shown as provided in Article VII of this Access Agreement, the term of this Designation shall become effective when executed by all Parties hereto, and this Access Agreement shall continue unless terminated for good cause shown as provided in Article VII.

### Article V – OBLIGATIONS OF ACCESS CORPORATION

#### Section 1: Public Access Use: Operating Rules and Procedures.

S.M.A.C. shall be solely responsible for its management and the operation of Public Access Programming on the cable system in the MUNICIPALITY, including training, quality of originated signals in cooperation with Comcast or Verizon or successor Licensee(s), scheduling the Public Access Channel(s) and managing the Access Facilities and equipment. S.M.A.C. shall promulgate and maintain a set of access operating rules and procedures which ensure that training, equipment, facilities, and Access Channel time shall be available to residents of the Town of Stoughton and of any educational, governmental, health care, arts, religious, business, civic, and other entities, which are based in or serve the MUNICIPALITY ~~organizations serving the respective~~

MUNICIPALITY. These rules shall ensure the right to use Access Channels, facilities, and equipment on a non-discriminatory, first-come, first-served basis subject to the terms of this Access Agreement and subject also to S.M.A.C.'s goal of establishing regularly scheduled programming. Access user compliance with such rules shall be monitored by S.M.A.C. and periodically reviewed by the Issuing Authority of the MUNICIPALITY.

**Section 2: Programming on the Public Access Channel.**

Editorial discretion, the content of programming and the liability for programming placed on those Access Channel(s) which are operated by S.M.A.C. shall solely reside in and be the sole responsibility of the access producers and S.M.A.C. and not the MUNICIPALITY nor their LICENSEES. Notwithstanding the foregoing, S.M.A.C. programming shall be designed to achieve the purposes set forth in S.M.A.C.'s Articles of Incorporation and By-Laws and shall consist of Access Programming as defined in the Cable Licenses and by law. To these ends:

(a) S.M.A.C. shall not sell to a third party any proprietary interest that S.M.A.C. may have in any Access Programming without first offering LICENSEES the right to purchase such interest by matching the best good faith offer tendered in writing by the third party;

(b) All liability, license and copyright fees associated with the programming produced by S.M.A.C. or placed on the access channels serving the MUNICIPALITY shall be the sole responsibility of S.M.A.C.

**Section 3: Coverage of Local Meetings.**

S.M.A.C. shall be solely responsible for providing live coverage of all regularly scheduled meetings of the Select Board, School Committee and Town Meeting for the MUNICIPALITY, to the fullest extent practicable and possible. In addition to the foregoing, S.M.A.C. shall provide live coverage of one additional public meeting, per quarter, if requested by the MUNICIPALITY, upon thirty (30) days written notice, to the fullest extent practicable and possible.

**Section 4: Cooperation with School Department.**

S.M.A.C. shall cooperate with the school department of the MUNICIPALITY in partnership and assist in the coverage of important or significant school events, provided the request is made in writing at least thirty (30) days prior to such event, and further provided that sufficient S.M.A.C. resources are available for the requested coverage.

**Section 5: Cooperation with Municipal Government.**

S.M.A.C. shall cooperate with the Issuing Authority of the MUNICIPALITY in the coverage of governmental meetings, based on available resources.

The president of the S.M.A.C. Board of Directors or his or her designee shall provide the Select Board with a quarterly update on the status of operations and capital planning to facilitate communication, transparency, and compliance with this Agreement. Any representative of the MUNICIPALITY may attend meetings of the S.M.A.C. Board of Directors that are open to the public. The Select Board may designate any of its members or the Town Manager as the liaison to the S.M.A.C. Board of Directors to further facilitate communication, transparency, and compliance with this Agreement.

**Section 6: Logs.**

S.M.A.C. shall keep a log of all Access Programming transmitted on the Access Channel(s) and the names and addresses of all access producers. The logs will be available for public inspection and retained for not less than two years.

**Section 7: Insurance.**

(a) At all times during the term of this Access Agreement, S.M.A.C. shall obtain, pay premiums for, and keep current the following policies of insurance:

(1) A General Commercial liability policy with a minimum liability coverage of One Million Dollars (\$1,000,000.00) for injury or death to any one person in any one occurrence and Two Million Dollars (\$2,000,000.00) for injury to two (2) or more persons in any one occurrence arising out of any S.M.A.C. activity under this Access Agreement;

(2) Property damage insurance policy for any and all claims of property damage occasioned or alleged to be occasioned by any S.M.A.C. activity under this Access Agreement, including but not limited to the construction, installation, maintenance or operation of a cable television access studio under this Access Agreement, with a minimum liability coverage of One Million Dollars (\$1,000,000.00) for damage to the property of any one person in any one occurrence and Two Million Dollars (\$2,000,000.00) for damage to the property of two (2) or more persons in any one occurrence;

(3) Automobile liability insurance for owned, leased or borrowed by S.M.A.C. automobiles, non-owned automobiles and/or rented automobiles undertaking S.M.A.C. business in the amount of:

(A) One Million Dollars (\$1,000,000.00) for bodily injury and consequent death per occurrence;

(B) One Million Dollars (\$1,000,000.00) for bodily injury and consequent death to any one person; and

(C) Five Hundred Thousand Dollars (\$500,000.00) for property damage per occurrence.

(4) Worker's Compensation in the minimum amount provided by statute.

(5) Producers' Liability Insurance in the amount of One Million Dollars (\$1,000,000) to cover slander, libel, copyright infringement, infliction of emotional distress, and invasion of privacy or publicity rights.

(b) For all insurance policies required by this Access Agreement, the following conditions shall apply:

(1) Such Insurance shall commence no later than thirty (30) days following the establishment of the Access Corporation, or the date of the execution of this Agreement, whichever shall occur last;

(2) Such Insurance shall be primary with respect to any insurance maintained by the MUNICIPALITY and shall not call upon the MUNICIPALITY'S insurance for contribution;

(3) Such Insurance shall be obtained from brokers or carriers licensed to transact business in the Commonwealth of Massachusetts;

(4) Evidence of compliance in the form of certificates of Insurance shall be submitted to the MUNICIPALITY periodically during the term or terms of this Access Agreement.

**Section 8. Indemnification.**

(a) Indemnification by Access Corporation of MUNICIPALITY:

S.M.A.C. shall defend, indemnify and hold harmless the MUNICIPALITY, its officials, boards, commissions, agents and/or employees and LICENSEES, and their officers, employees, servants and agents, from and against any claim, without limitation, arising from S.M.A.C.'s activities under this Access Agreement, whether expressly authorized by such Agreement or otherwise, including but not limited to claims in the nature of libel, slander, copyright infringement, infliction of emotional distress, and invasion of privacy or publicity rights, non-compliance with applicable laws, license fees and reasonable attorneys' fees. In addition, S.M.A.C. shall, in its rules for public access, require every access user to indemnify LICENSEE, S.M.A.C. and the MUNICIPALITY, and to defend, indemnify and hold them harmless against any claims arising out of any program or program material produced and/or cablecast by it, including but not limited to claims in the nature of libel, slander, invasion of privacy, obscenity, civil rights or publicity rights, non-compliance with applicable laws, license fees, unauthorized use of copyrighted material, and infliction of emotional distress including reasonable attorneys' fees.

(b) Indemnification by Access Corporation of Employees:

The Access Corporation shall, at its sole cost and expense, defend, indemnify and hold harmless its officers, employees, boards, commissions ~~and~~, agents ~~and/or members~~ from and against all claims for damage due to the actions of the Access Corporation, its officers, employees, boards, commissions and agents ~~and/or members~~, when acting in official capacity or on behalf of the Access Corporation, where such claims arise out of the operation of the Access Corporation or Access Facility, or the provision of Access Programming which is the subject matter of this Access Agreement. Indemnified costs shall include, without limitation, all out-of-pocket expenses, including reasonable attorneys' fees ~~and the reasonable value of any services rendered by Town Counsel.~~

As to members, this indemnification shall be limited to the member(s)' programming activity at S.M.A.C.

If it is determined by a final judgment of a court of competent jurisdiction that the action(s) were wrongful, grossly negligent or constituted a breach of a fiduciary duty the indemnified party shall repay the amount paid under the indemnity, if any, within 30 days.

**Section 9: Review, Annual Report and/or Audit.**

Reviews, reports or audits of its finances and operations shall be conducted and provided annually by S.M.A.C. as may be required by the regulations of the Attorney General, to its members, if any, to the Stoughton Cable Advisory Committee, to the Issuing Authority and MUNICIPALITY, and if requested, to LICENSEES within ninety (90) days after the close of S.M.A.C.'s fiscal year or within sixty (60) days after the filing of its state and federal tax returns, including any tax extensions filed by S.M.A.C., whichever is later, or at such other time as may be agreed upon by the Parties.

Current Attorney General guidelines provide that an audit is required if an organization's gross support and revenue exceeds \$500,000 in a fiscal year. Organizations with gross support and revenue of more than \$200,000 up to \$500,000 in a fiscal year are required to complete an annual review.

Review of S.M.A.C.'s performance by the MUNICIPALITY, its Issuing Authority, or its designee(s) ("Performance Review" or "Audit"), if conducted, shall be conducted ~~upon~~ fifteen business days after receipt of the annual review, report, or audit from S.M.A.C., and written notice to S.M.A.C. or at such other time as mutually agreed by the Parties. The Performance Review shall be conducted at a duly noticed meeting of the Select Board at which S.M.A.C. shall be heard. At any such Performance Review all S.M.A.C. officers, directors, attorneys, agents, or managers requested by S.M.A.C., the MUNICIPALITY or its Issuing Authority or designees shall be in attendance. In the event the MUNICIPALITY determines it requires a designee or third party to conduct a Performance Review or Audit, such third party shall be impartial, objective, disinterested, and professionally qualified. Any substantive issues, deficiencies, breaches or defaults raised or found by the MUNICIPALITY, its Issuing Authority, or its designee as a result of the Performance Review shall be provided to the S.M.A.C. Board of Directors by written notice within sixty (60) days of the Performance Review and any determination shall follow the procedures set forth in Article VIII, Section 1 of this Agreement.

**Section 10:** Status as Non-Profit 501(c)(3) Corporation.

S.M.A.C. shall, throughout the term of this Access Agreement, maintain its status as a non-profit 501(c)(3) corporation, securing and maintaining all requisite legal designations, and filing all appropriate periodic statements, forms or reports as may be required from time to time by law or regulation. S.M.A.C. shall otherwise maintain compliance with all applicable laws, rules and regulations of the MUNICIPALITY, Commonwealth of Massachusetts, and the United States of America as shall be enacted from time to time.

**Section 11:** Maintenance of Records, Equipment and Property; Equipment Inventory.

S.M.A.C. shall maintain accurate books, records, and logs of its financial and programming activities, and it shall maintain the facilities and equipment provided to it in good repair and safekeeping. Annually, at the time of filing the Annual Review, Report and/or Audit, S.M.A.C. shall provide to the Issuing Authority an inventory of said equipment and facilities together with a statement of its condition and corrective action, if any needed, taken or recommended to be taken to maintain all items in satisfactory condition.

S.M.A.C. shall prepare and approve annually a revolving three (3) year capital budget that identifies equipment requiring replacement due to obsolescence or that has or will reach the expiration of its anticipated useful life during that three (3) year term. This information shall be included in the president's quarterly update to the Select Board, in accordance with Article V, Section 5 of this Agreement.

**Section 12:** Access to Records.

S.M.A.C. shall allow the MUNICIPALITY, and/or its authorized designees(s) access to the books, records, accounts, and facilities of S.M.A.C. referenced in Paragraph 11 at such reasonable times and in such reasonable places as the MUNICIPALITY may require to ensure compliance with this Access Agreement.

**Section 13:** Political Activities Prohibited.

No funds nor facilities nor equipment provided hereunder shall be used for any partisan political activity or to further the election or defeat of any particular candidate for public office. Such prohibition shall not apply to public interest forums, public presentations or the like where the facilities are available for the expression of all points of view for informational purposes.

**Section 14:** Reversion of Property Upon Termination.

Within such time as S.M.A.C. may wind down its operations, employment and contract obligations, including any real property or other lease(s) and financial obligations after~~Upon~~ termination of this ACCESS AGREEMENT, title to all property, equipment,

facilities, and undisbursed funds and all other assets of the Access Corporation shall be transferred to the MUNICIPALITY, or to its Issuing Authority, or to their designees, and S.M.A.C. shall cooperate fully with the MUNICIPALITY and its Issuing Authority or designees in effecting a smooth and prompt transfer of its assets and transition of its services to alternative provider(s).

#### Article VI – ADDITIONAL TERMS

Additional terms, as may be mutually agreed upon by the Parties may be for any length of time to which the Parties may mutually agree in writing.

#### Article VII – TERMINATION

This Access Agreement, and/or any subsequent Designation or extension thereof made under authority of this Access Agreement, shall terminate upon the occurrence of any of the following events:

(A) The filing of bankruptcy of S.M.A.C.;

(B) The expiration of the then-current Term as defined in Article IV hereof, or any extension of the Term, including by course of dealing, of this Access Agreement, or in the event that the MUNICIPALITY terminates this Agreement with the Designation for good cause shown, in the manner provided in Article VIII, terminating S.M.A.C. as its PEG Access provider; or

(C) The withdrawal of Designation by the MUNICIPALITY arising from any breach of this Access Agreement by S.M.A.C. which remains outstanding and uncured in whole or in part following notice, opportunity to cure, and an opportunity to be heard at a duly noticed meeting of the Select Board as more fully provided in Article VIII of this Access Agreement.

#### Article VIII – BREACH AND SANCTIONS

##### Section 1: Determination of Breach.

Upon determining that a possible material breach of this Access Agreement may have occurred, the MUNICIPALITY shall serve written notice of such possible breach upon S.M.A.C. Upon receipt of such written notice of possible breach, S.M.A.C. shall have sixty (60) days to respond in one of the following ways: (1) cure such breach and report the cure to the MUNICIPALITY; (2) provide the MUNICIPALITY with proof that such breach did not occur; (3) if the breach was due to any fault on the part of S.M.A.C., but for reasons beyond its control, and such breach cannot be cured within sixty (60) days, provide proof of same to the MUNICIPALITY, and a reasonable, detailed timetable for correction and cure; or (4) if the breach was not due to any fault on the part of S.M.A.C. and cannot be cured within sixty (60) days, provide proof of same to the MUNICIPALITY and a reasonable, detailed timetable for cure. S.M.A.C. shall submit such response(s) for approval by the MUNICIPALITY which shall take up the issue within a reasonable time

thereafter at a duly noticed meeting of the Select Board with an opportunity for S.M.A.C. to be heard and at which the Select Board shall make its determination whether a breach occurred, has been cured or is waived by the MUNICIPALITY.

If, after notification, opportunity to respond including to cure and to be heard as provided in this section, the MUNICIPALITY determines that a breach of this Access Agreement did occur, and that such breach was not cured or otherwise excused or waived within the time duly specified by the procedures set forth in this section, the MUNICIPALITY may elect one or more of the following remedies 10 days after sending written notice to S.M.A.C. of the determination: (1) withdraw its Designation of S.M.A.C. granted under Article III of this Access Agreement, and thereby terminate this Access Agreement; (2) impose Liquidated Damages as set forth in Section 2 of this Article; (3) impose any other sanction as may be lawfully determined to be reasonable under the circumstances; or (4) excuse or waive the breach for good cause shown. The MUNICIPALITY shall send S.M.A.C. written notice of its determination of its election of remedies (1) – (4) within two (2) business days of its determination.

**Section 2: Liquidated Damages.**

Liquidated damages up to the amount set forth below, from the day of the notice of the MUNICIPALITY'S determination of its election in the final sentence of Section 1 above, may be assessed against S.M.A.C. by the MUNICIPALITY ~~in the manner set forth in Section 1~~ after determining a breach of this Access Agreement after notice and opportunity to respond including to cure as set forth in Section 1 of Article VIII. Upon assessment of such damages, the MUNICIPALITY may require S.M.A.C. to pay such damages to the MUNICIPALITY within thirty (30) days of its receipt of such a written demand for payment. Failure to pay such damages within thirty (30) days of receipt of a written demand shall itself constitute a breach of this Access Agreement. In the event of ongoing penalties, successive and non-cumulative written demands may be sent.

- (a) For failure to maintain qualified, fully trained, and competent personnel to manage and operate the Public Access Program, as to ensure compliance with required by Article V, Section 1, \$50.00 per day;
- (b) For failure to provide live coverage of local meetings in accordance with required by Article V, Section 3, \$50.00 per day;
- (c) For failure to maintain insurance policies required by Article V, Section 7, \$25.00 per day;
- (d) For failure to prepare or produce Annual Review, Report or, Audit and/or Inventory, as required by in accordance with Article V, Section 9; or for failure to maintain Access Programming Logs as required by Article V, Section 6, or for failure to grant to the Issuing Authority or its authorized representatives access to the books, records, accounts and facilities at such reasonable times and at such reasonable places as the Issuing Authority or its authorized

representatives may require, in accordance as required by Article V, Section 12, \$25.00 per day; and

- (e) For any other breach of this Access Agreement as may be determined by the MUNICIPALITY in the manner as provided in Article VIII, Section 1, \$50.00 per day.

Liquidated damages are a non-exclusive remedy and may be used alone, or in combination with any other remedy for breach permitted under Article VIII, Section 1.

#### **Article IX – FUNDING/ANNUAL SUPPORT/FUND RAISING**

S.M.A.C. shall be funded by annual and/or periodic grant payments, or by a combination of the two, made to it directly by the LICENSEES, or any future funding source for PEG Access Programming and/or the MUNICIPALITY pursuant to the relevant provisions of the Cable Licenses or as those Licenses may be supplanted or replaced by agreement or otherwise with any other method of distributing CATV or CATV-like content. The grant payments provided by the Cable Licenses may be made by LICENSEES directly to S.M.A.C. in accordance with the terms of the respective Cable Licenses, and upon written request of the Issuing Authority to the LICENSEES. S.M.A.C. shall invoice the MUNICIPALITY monthly in arrears payable within thirty (30) days.

S.M.A.C. shall maintain an account at a banking/financial institution located in Stoughton where operating funds are held. This requirement shall not interfere with S.M.A.C.'s ability or the Board of Director's or Officers' fiduciary duties to S.M.A.C. including to obtain favorable interest rates and to make the best use of the Corporation's assets.

After providing fourteen (14) days written notice to the Issuing Authority, S.M.A.C. may also undertake its own non-profit fundraising campaigns or drives. S.M.A.C. may also directly receive, or through the MUNICIPALITY, ~~any future funding~~ for PEG Access from state, federal or other public or private entities.

#### **Article X – CABLE ADVISORY COMMITTEE**

At the discretion of the Issuing Authority, the Issuing Authority may vest S.M.A.C. with such power and authority as the Issuing Authority may lawfully and from time to time delegate to S.M.A.C. regarding a Cable Advisory Committee.

#### **Article XI – ACCESS CORPORATION ORGANIZATION**

##### **Section 1: Board of Directors.**

The Access Corporation shall have a Board of Directors composed as provided by Article III of the Access Corporation's By-Laws as they currently exist or as they may from time to time be amended.

The Board of Directors shall have all of the usual overall policy setting and oversight powers customary for a corporate Board of Directors provided by law and by its By-Laws.

**Section 2:**     Access Corporation Officers.

The selection, duties, and terms of the Access Corporate Officers shall be as provided by the Access Corporation's By-Laws and Policies, Rules and Procedures duly adopted or in use by S.M.A.C. ("Policies, Rules and Procedures").

**Section 3:**     Access Corporation Members.

The Board of Directors may establish membership in the Access Corporation under such terms and conditions as it may deem necessary or desirable to promote public participation in, and funding of, the Access Corporation, and consistent always with the provisions of Article II of the Access Corporation By-Laws as they currently exist or as they may from time to time be amended and S.M.A.C.'s Policies, Rules and Procedures.

**Section 4:**     Access Corporation By-Laws.

The Access Corporation By-Laws, as adopted by the incorporators at the time of incorporation and thereafter as may be amended, shall serve as the effective By-Laws of the Access Corporation.

Within forty-five (45) days of the full execution of this Agreement, S.M.A.C. shall update and amend its By-Laws as may be necessary or advisable to be consistent with this Agreement.

## Article XII – MISCELLANEOUS

**Section 1:**     Assignment and Successors Bound.

This Access Agreement shall inure to the benefit of the MUNICIPALITY and to their successors and assigns. No assignment of any legal right may be made by S.M.A.C. without the express written consent of the MUNICIPALITY except as may be required by law or necessary in the judgment of the employees, officer(s) and or director(s) of S.M.A.C. to discharge their fiduciary duties to S.M.A.C.

**Section 2:**     Waiver and Amendment.

Nothing in this Access Agreement shall prevent all Parties from agreeing to waive or amend any provisions of this Agreement by mutual agreement. Any such waiver must be confirmed by all Parties in writing. No amendment shall be made to this Access Agreement unless executed in full in the same form as the original Agreement. No waivers or amendments agreed, in writing, upon or pursuant to this section, shall prejudice any remaining provisions of this Access Agreement and all such remaining provisions shall at all times remain in full force and effect.

**Section 3: Construction.**

The headings herein are for reference and convenience only and shall not be a factor in the interpretation of this ACCESS AGREEMENT. This ACCESS AGREEMENT shall be interpreted and construed under the laws of the Commonwealth of Massachusetts without regard to its conflict of laws provision(s). The Parties agree that any dispute arising out of or related to this Access Agreement shall be decided exclusively by the state or federal courts located in the Commonwealth of Massachusetts.

**Section 4: Severability.**

If any provision of this ACCESS AGREEMENT is determined to be illegal or unenforceable by any court, to the maximum extent possible such determination shall have no effect upon the validity of all remaining sections of the Agreement which shall remain in full force and effect for the full term of this Agreement.

**Section 5: Force Majeure.**

If by any reason of Force Majeure any party is unable in whole or in part to carry out its obligations under this ACCESS AGREEMENT, that party shall not be deemed to be in breach or default during the pendency of such inability. The term "Force Majeure," as used in this ACCESS AGREEMENT shall have the following meanings: Act of God; act of public enemy; orders of any kind of the government of the United States of America, Commonwealth of Massachusetts or of any of their departments, subdivisions, officials, or of any civil or military authorities; insurrections; riot; epidemic; pandemic; landslide; lightning; earthquake; fires; hurricanes, volcanic activity; storms; floods; wash outs; droughts; civil disturbances; explosions; strikes; acts of terrorism; and unavailability of essential personnel, equipment, services, or material beyond the control of any Party.

**Section 6: Entire Agreement.**

This Access Agreement contains the entire agreement between the Parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed except by an instrument in writing executed by the Parties and in the same form as this Agreement.

**Section 7: Notice.**

Any notice delivered hereunder shall be valid if ~~delivered in hand to or~~ sent by a national, overnight delivery service that maintains and makes available proof of delivery to the following addresses which may be revised in writing by the Town of Stoughton or S.M.A.C.:

The MUNICIPALITY:

Town of Stoughton:

Chair, Select Board

Stoughton Town Hall  
10 Pearl Street  
Stoughton, MA 02072

Stoughton Media Access Corp.:

President, Stoughton Media Access Corp.  
421 Page St., Suite 2  
Stoughton, MA 02072

**Article XIII – EXECUTION**

***TOWN OF STOUGHTON, MASSACHUSETTS,***  
By its Select Board,

\_\_\_\_\_  
Debra Roberts, Chair

Dated: \_\_\_\_\_

\_\_\_\_\_  
Joseph M. Mokrisky

Dated: \_\_\_\_\_

\_\_\_\_\_  
Stephen M. Cavey

Dated: \_\_\_\_\_

\_\_\_\_\_  
Scott Carrara

Dated: \_\_\_\_\_

\_\_\_\_\_  
Louis F. Gitto

Dated: \_\_\_\_\_

***STOUGHTON MEDIA ACCESS CORP.***  
By its President,

\_\_\_\_\_  
Robert Mullen  
President, Duly Authorized

Dated: \_\_\_\_\_

ACCESS CORPORATION  
AGREEMENT

BETWEEN

STOUGHTON MEDIA ACCESS  
CORPORATION  
("S.M.A.C.")

AND THE  
TOWN OF STOUGHTON, MA.

## Article I – PREAMBLE

WHEREAS, the Town of Stoughton, which is a municipal corporation organized under the laws of the Commonwealth of Massachusetts (“MUNICIPALITY”), acting by and through its Select Board, issued a Cable Television Renewal License (“Renewal License”) to Comcast Cable Communications, Inc. (“Comcast”), as well as an initial cable television license to Verizon New England, Inc. (“Verizon”) (together, “Cable Licensees”) both for the provision of cable television services via cable and or fiber optics within its municipal boundaries, and

WHEREAS, the Cable Licenses provide for Comcast and Verizon to make to the MUNICIPALITY certain annual and periodic grants of money called “PEG Access Support” and

WHEREAS, it is the intent of the MUNICIPALITY that such annual grants and or any future funding source for PEG Access Programing (“Public Educational and Governmental Access”) should be used for the support and furtherance of PEG Access Channels pursuant to 47 U.S.C. §531, and

WHEREAS, Stoughton Media Access Corp. (“S.M.A.C.”) fulfills the mission of providing the PEG Access Channels provided by the LICENSEES to the MUNICIPALITY pursuant to 47 U.S.C. §531, and

WHEREAS, it is the intent of the Town of Stoughton to participate in the provision of PEG Access Services to the residents of Stoughton as more fully provided by the terms of this Agreement, and by the terms of the Cable Licenses issued by the Stoughton Select Board to Comcast and Verizon, and

NOW THEREFORE, it is agreed by and between the Town of Stoughton, acting by and through its Select Board, and S.M.A.C., acting by and through its Board of Directors (“the Parties”), as follows:

## Article II – DEFINITIONS

For the purpose of this agreement the following words, terms, phrases, and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the plural include the singular, and words used in the singular include the plural. The word “shall” is mandatory.

1. Access Agreement, or Agreement: The Access Corporation Agreement between the Stoughton Media Access Corporation, (“S.M.A.C.”), and the Town of Stoughton.
2. Access Channel: A video channel which the Licensee(s) shall make available without charge for the purpose of transmitting programming by members of the public, Town departments, and agencies, public schools, educational, institutional, and similar organizations.

3. Access Corporation: Stoughton Media Access Corporation ("S.M.A.C."), the ACCESS CORPORATION, designated by the Select Board of the Town of Stoughton pursuant to Article III of this Agreement, and to the relevant sections of the Cable Licenses for the Town of Stoughton.
4. Access Facility: The location from which the Access Corporation operates the public, educational and municipal access functions; at a studio located in the Town of Stoughton, Massachusetts.
5. Access Programming: Programs on the designated Access Channels which shall be non-commercial within the standards for underwriting applicable to the Public Broadcasting Service (PBS), or the standards necessary for S.M.A.C. to maintain its tax-exempt status within the applicable regulations of the Internal Revenue Service, and such programming excludes political advertising.
6. CATV: Cable Access Television.
7. Cable Advisory Committee: The Stoughton Cable Advisory Committee as it may be appointed by the Select Board.
8. Cable Licenses, or Renewal Licenses: The license agreements between Stoughton and Comcast and Verizon (the current "LICENSEES"), authorizing LICENSEES to own, operate and maintain the Cable or similar Television Systems in the MUNICIPALITY.
9. Commercial Program: Programming from which revenue is derived, by any party, and programming the purpose of which is to conduct trade or commerce. It shall not include programming supported by underwriting grants or contributions of any kind.
10. Downstream Channel: A channel over which signals travel from the system headend to an authorized location within the system.
11. Educational Access: Any channel or time thereon which has been allocated for educational use in accordance with this Agreement, the License Agreements, and 47 U.S.C. §531.
12. Governmental Access: Any channel or time thereon which has been allocated for governmental use by the MUNICIPALITY, the Issuing Authority, or municipal agencies in accordance with this Agreement and 47 U.S.C. §531.
13. Issuing Authority: The Select Board of the Town of Stoughton, who is party to this Agreement.
14. Licensee: Comcast or Verizon, or their authorized transferees or successors in the provision of PEG Programming and Access Channels as herein defined.
15. Municipality (or "Town"): The Town of Stoughton, Massachusetts.

16. Public Access: The availability for use by any resident of, or any organization based in or serving the MUNICIPALITY, of designated public access facilities, equipment, training and/or channels of the Cable Television System, as provided in the Cable Licenses with the MUNICIPALITY and in accordance with 47 U.S.C. §531.

17. "S.M.A.C.": The non-profit corporation known as Stoughton Media Access Corporation, designated by the Select Board to manage and operate public, educational and government Cable Access TV in the Town of Stoughton in accordance with this Agreement and 47 U.S.C. §531.

18. Upstream Channels: A channel over which signals travel from an authorized location to the cable system headend.

### Article III – DESIGNATION

Pursuant to the respective Articles and provisions in the Cable Licenses or as they may be hereafter amended or renewed, or as they may be supplanted or replaced by agreement or otherwise with any other method of distributing CATV or CATV-like content, the Select Board, as Issuing Authority, hereby Designates Stoughton Media Access Corporation ("S.M.A.C.") as its Designee and ACCESS CORPORATION within the meaning of that term as currently employed in the Cable Licenses for the Town of Stoughton or as hereafter amended or renewed or supplanted or replaced by agreement or otherwise. This Designation hereby authorizes S.M.A.C. to receive certain PEG Access grants, as more fully set forth in the Cable Licenses for the Town of Stoughton, and further authorizes S.M.A.C. to operate for the MUNICIPALITY the PEG Access channels and services described in the relevant terms of the Cable Licenses.

### Article IV – TERM OF DESIGNATION

Unless otherwise terminated with the Designation withdrawn for good cause shown as provided in Article VII of this Access Agreement, the term of this Designation shall become effective when executed by all Parties hereto, and this Access Agreement shall continue unless terminated for good cause shown as provided in Article VII.

### Article V – OBLIGATIONS OF ACCESS CORPORATION

#### Section 1: Public Access Use: Operating Rules and Procedures.

S.M.A.C. shall be solely responsible for its management and the operation of Public Access Programming on the cable system in the MUNICIPALITY, including training, quality of originated signals in cooperation with Comcast or Verizon or successor Licensee(s), scheduling the Public Access Channel(s) and managing the Access Facilities and equipment. S.M.A.C. shall promulgate and maintain a set of access operating rules and procedures which ensure that training, equipment, facilities, and Access Channel time shall be available to residents of the Town of Stoughton and educational, governmental, health care, arts, religious, business, civic, and other entities, which are based in or serve the MUNICIPALITY. These rules shall ensure the right to use Access Channels, facilities,

and equipment on a non-discriminatory, first-come, first-served basis subject to the terms of this Access Agreement and subject also to S.M.A.C.'s goal of establishing regularly scheduled programming. Access user compliance with such rules shall be monitored by S.M.A.C. and periodically reviewed by the Issuing Authority of the MUNICIPALITY.

**Section 2: Programming on the Public Access Channel.**

Editorial discretion, the content of programming and the liability for programming placed on those Access Channel(s) which are operated by S.M.A.C. shall solely reside in and be the sole responsibility of the access producers and S.M.A.C. and not the MUNICIPALITY nor their LICENSEES. Notwithstanding the foregoing, S.M.A.C. programming shall be designed to achieve the purposes set forth in S.M.A.C.'s Articles of Incorporation and Bylaws and shall consist of Access Programming as defined in the Cable Licenses and by law. To these ends:

(a) S.M.A.C. shall not sell to a third party any proprietary interest that S.M.A.C. may have in any Access Programming without first offering LICENSEES the right to purchase such interest by matching the best good faith offer tendered in writing by the third party;

(b) All liability, license and copyright fees associated with the programming produced by S.M.A.C. or placed on the access channels serving the MUNICIPALITY shall be the sole responsibility of S.M.A.C.

**Section 3: Coverage of Local Meetings.**

S.M.A.C. shall be solely responsible for providing live coverage of all regularly scheduled meetings of the Select Board, School Committee and Town Meeting for the MUNICIPALITY, to the fullest extent practicable and possible. In addition to the foregoing, S.M.A.C. shall provide live coverage of one additional public meeting, per quarter, if requested by the MUNICIPALITY, upon thirty (30) days written notice, to the fullest extent practicable and possible.

**Section 4: Cooperation with School Department.**

S.M.A.C. shall cooperate with the school department of the MUNICIPALITY in partnership and assist in the coverage of important or significant school events, provided the request is made in writing at least thirty (30) days prior to such event, and further provided that sufficient S.M.A.C. resources are available for the requested coverage.

**Section 5: Cooperation with Municipal Government.**

S.M.A.C. shall cooperate with the Issuing Authority of the MUNICIPALITY in the coverage of governmental meetings, based on available resources.

The president of the S.M.A.C. Board of Directors or his or her designee shall provide the Select Board with a quarterly update on the status of operations and capital

planning to facilitate communication, transparency, and compliance with this Agreement. Any representative of the MUNICIPALITY may attend meetings of the S.M.A.C. Board of Directors that are open to the public. The Select Board may designate any of its members and/or the Town Manager as the liaison to the S.M.A.C. Board of Directors to further facilitate communication, transparency, and compliance with this Agreement.

**Section 6: Logs.**

S.M.A.C. shall keep a log of all Access Programming transmitted on the Access Channel(s) and the names and addresses of all access producers. The logs will be available for public inspection and retained for not less than two years.

**Section 7: Insurance.**

(a) At all times during the term of this Access Agreement, S.M.A.C. shall obtain, pay premiums for, and keep current the following policies of insurance:

(1) A General Commercial liability policy with a minimum liability coverage of One Million Dollars (\$1,000,000.00) for injury or death to any one person in any one occurrence and Two Million Dollars (\$2,000,000.00) for injury to two (2) or more persons in any one occurrence arising out of any S.M.A.C. activity under this Access Agreement;

(2) Property damage insurance policy for any and all claims of property damage occasioned or alleged to be occasioned by any S.M.A.C. activity under this Access Agreement, including but not limited to the construction, installation, maintenance or operation of a cable television access studio under this Access Agreement, with a minimum liability coverage of One Million Dollars (\$1,000,000.00) for damage to the property of any one person in any one occurrence and Two Million Dollars (\$2,000,000.00) for damage to the property of two (2) or more persons in any one occurrence;

(3) Automobile liability insurance for owned, leased or borrowed by S.M.A.C. automobiles, non-owned automobiles and/or rented automobiles undertaking S.M.A.C. business in the amount of:

(A) One Million Dollars (\$1,000,000.00) for bodily injury and consequent death per occurrence;

(B) One Million Dollars (\$1,000,000.00) for bodily injury and consequent death to any one person; and

(C) Five Hundred Thousand Dollars (\$500,000.00) for property damage per occurrence.

(4) Worker's Compensation in the minimum amount provided by statute.

(5) Producers' Liability Insurance in the amount of One Million Dollars (\$1,000,000) to cover slander, libel, copyright infringement, infliction of emotional distress, and invasion of privacy or publicity rights.

(b) For all insurance policies required by this Access Agreement, the following conditions shall apply:

(1) Such Insurance shall commence no later than thirty (30) days following the establishment of the Access Corporation, or the date of the execution of this Agreement, whichever shall occur last;

(2) Such Insurance shall be primary with respect to any insurance maintained by the MUNICIPALITY and shall not call upon the MUNICIPALITY'S insurance for contribution;

(3) Such Insurance shall be obtained from brokers or carriers licensed to transact business in the Commonwealth of Massachusetts;

(4) Evidence of compliance in the form of certificates of Insurance shall be submitted to the MUNICIPALITY periodically during the term or terms of this Access Agreement.

**Section 8. Indemnification by Access Corporation of MUNICIPALITY.**

S.M.A.C. shall defend, indemnify and hold harmless the MUNICIPALITY, its officials, boards, commissions, agents and/or employees and LICENSEES, and their officers, employees, servants and agents, from and against any claim made by a third party, without limitation, arising from S.M.A.C.'s activities under this Access Agreement, whether expressly authorized by such Agreement or otherwise, including but not limited to claims in the nature of libel, slander, copyright infringement, infliction of emotional distress, and invasion of privacy or publicity rights, non-compliance with applicable laws, license fees and reasonable attorneys' fees. In addition, S.M.A.C. shall, in its rules for public access, require every access user to indemnify LICENSEE, S.M.A.C. and the MUNICIPALITY, and to defend, indemnify and hold them harmless against any claims arising out of any program or program material produced and/or cablecast by it, including but not limited to claims in the nature of libel, slander, invasion of privacy, obscenity, civil rights or publicity rights, non-compliance with applicable laws, license fees, unauthorized use of copyrighted material, and infliction of emotional distress including reasonable attorneys' fees.

**Section 9: Review, Annual Report and/or Audit.**

Reviews, reports or audits of its finances and operations shall be conducted and provided annually by S.M.A.C. as may be required by the regulations of the Attorney General as they may be amended, to its members, if any, to the Stoughton Cable Advisory Committee, to the Issuing Authority and MUNICIPALITY, and if requested, to

LICENSEES within ninety (90) days after the close of S.M.A.C.'s fiscal year or within sixty (60) days after the filing of its state and federal tax returns, including any tax extensions filed by S.M.A.C., whichever is later, or at such other time as may be agreed upon by the Parties.

Current Attorney General guidelines provide that an audit is required if an organization's gross support and revenue exceeds \$500,000 in a fiscal year. Organizations with gross support and revenue of more than \$200,000 up to \$500,000 in a fiscal year are required to complete an annual review.

Review of S.M.A.C.'s performance by the MUNICIPALITY, its Issuing Authority, or its designee(s) ("Performance Review"), if conducted, shall be conducted fifteen business days after receipt of the annual review, report, or audit from S.M.A.C. and written notice to S.M.A.C. or at such other time as mutually agreed by the Parties. The Performance Review shall be conducted at a duly noticed meeting of the Select Board at which S.M.A.C. shall be heard. At any such Performance Review all S.M.A.C. officers, directors, attorneys, agents, or managers requested by S.M.A.C., the MUNICIPALITY or its Issuing Authority or designees shall be in attendance. In the event the MUNICIPALITY determines it requires a designee or third party to conduct a Performance Review or Audit, such third party shall be impartial, objective, disinterested, and professionally qualified. Any substantive issues, deficiencies, breaches or defaults raised or found by the MUNICIPALITY, its Issuing Authority, or its designee as a result of the Performance Review shall be provided to the S.M.A.C. Board of Directors by written notice within sixty (60) days of the Performance Review and any determination shall follow the procedures set forth in Article VIII, Section 1 of this Agreement.

**Section 10: Status as Non-Profit 501(c)(3) Corporation.**

S.M.A.C. shall, throughout the term of this Access Agreement, maintain its status as a non-profit 501(c)(3) corporation, securing and maintaining all requisite legal designations, and filing all appropriate periodic statements, forms or reports as may be required from time to time by law or regulation. S.M.A.C. shall otherwise maintain compliance with all applicable laws, rules and regulations of the MUNICIPALITY, Commonwealth of Massachusetts, and the United States of America as shall be enacted from time to time.

**Section 11: Maintenance of Records, Equipment and Property; Equipment Inventory.**

S.M.A.C. shall maintain accurate books, records, and logs of its financial and programming activities, and it shall maintain the facilities and equipment provided to it in good repair and safekeeping. Annually, at the time of filing the Annual Review, Report and/or Audit, S.M.A.C. shall provide to the Issuing Authority an inventory of said equipment and facilities together with a statement of its condition and corrective action, if any needed, taken or recommended to be taken to maintain all items in satisfactory condition.

S.M.A.C. shall prepare and approve annually a revolving three (3) year capital budget that identifies equipment requiring replacement due to obsolescence or that has or will reach the expiration of its anticipated useful life during that three (3) year term. This information shall be included in the president's quarterly update to the Select Board, in accordance with Article V, Section 5 of this Agreement.

**Section 12: Access to Records.**

S.M.A.C. shall allow the MUNICIPALITY, and/or its authorized designees(s) access to the books, records, accounts, and facilities of S.M.A.C. referenced in Paragraph 11 at such reasonable times and in such reasonable places as the MUNICIPALITY may require to ensure compliance with this Access Agreement.

**Section 13: Political Activities Prohibited.**

No funds nor facilities nor equipment provided hereunder shall be used for any partisan political activity or to further the election or defeat of any particular candidate for public office. Such prohibition shall not apply to public interest forums, public presentations or the like where the facilities are available for the expression of all points of view for informational purposes.

**Section 14: Reversion of Property Upon Termination.**

Within such time as S.M.A.C. may reasonably wind down its operations, employment and contract obligations, including any real property or other lease(s) and financial obligations after termination of this ACCESS AGREEMENT, title to all property, equipment, facilities, and undisbursed funds and all other assets of the Access Corporation shall be transferred to the MUNICIPALITY, or to its Issuing Authority, or to their designees. S.M.A.C. shall cooperate fully with the MUNICIPALITY and its Issuing Authority or designees in effecting a smooth and prompt transfer of its assets and transition of its services to alternative provider(s).

**Section 15: Audio Video Recording of S.M.A.C. Meetings.**

S.M.A.C. shall record by audio and video or livestream its Annual Meeting and make it available on the Access Channel. S.M.A.C. may record by audio and video or livestream Special Meetings or other meetings of the members of S.M.A.C. or its Board of Directors.

**Section 16: Notice of Board of Directors Meetings.**

While the Massachusetts Open Meeting Law (M.G.L. Ch. 30A, §§ 18-25) does not apply to S.M.A.C., S.M.A.C. shall provide notice of all meetings of the Board of Directors in the following manner: S.M.A.C. shall provide notice of the meeting to the Town Clerk's Office and post a notice on its website 48 hours before the meeting, excluding Saturdays, Sundays, and holidays; in an emergency, the notice shall be posted as soon as reasonably possible prior to the meeting.

## Article VI – ADDITIONAL TERMS

Additional terms, for any length of time, may be mutually agreed upon by the Parties in writing.

## Article VII – TERMINATION

This Access Agreement, and/or any subsequent Designation or extension thereof made under authority of this Access Agreement, shall terminate upon the occurrence of any of the following events:

(A) The filing of bankruptcy of S.M.A.C.;

(B) The expiration of the then-current Term as defined in Article IV hereof, or any extension of the Term, including by course of dealing, of this Access Agreement, or in the event that the MUNICIPALITY terminates this Agreement with the Designation for good cause shown, in the manner provided in Article VIII, terminating S.M.A.C. as its PEG Access provider; or

(C) The withdrawal of Designation by the MUNICIPALITY arising from any breach of this Access Agreement by S.M.A.C. which remains outstanding and uncured in whole or in part following notice, opportunity to cure, and an opportunity to be heard at a duly noticed meeting of the Select Board as more fully provided in Article VIII of this Access Agreement.

## Article VIII – BREACH AND SANCTIONS

### Section 1: Determination of Breach.

Upon determining that a possible material breach of this Access Agreement may have occurred, the MUNICIPALITY shall serve written notice of such possible breach upon S.M.A.C. Upon receipt of such written notice of possible breach, S.M.A.C. shall have sixty (60) days to respond in one of the following ways: (1) cure such breach and report the cure to the MUNICIPALITY; (2) provide the MUNICIPALITY with proof that such breach did not occur; (3) if the breach was due to any fault on the part of S.M.A.C., but for reasons beyond its control, and such breach cannot be cured within sixty (60) days, provide proof of same to the MUNICIPALITY, and a reasonable, detailed timetable for correction and cure; or (4) if the breach was not due to any fault on the part of S.M.A.C. and cannot be cured within sixty (60) days, provide proof of same to the MUNICIPALITY and a reasonable, detailed timetable for cure. S.M.A.C. shall submit such response(s) for approval by the MUNICIPALITY which shall take up the issue within a reasonable time thereafter at a duly noticed meeting of the Select Board with an opportunity for S.M.A.C. to be heard and at which the Select Board shall make its determination whether a breach occurred, has been cured or is waived by the MUNICIPALITY.

If, after notification, opportunity to respond including to cure and to be heard as provided in this section, the MUNICIPALITY determines that a breach of this Access Agreement did occur, and that such breach was not cured or otherwise excused or waived within the time duly specified by the procedures set forth in this section, the MUNICIPALITY may elect one or more of the following remedies 10 days after sending written notice to S.M.A.C. of the determination: (1) withdraw its Designation of S.M.A.C. granted under Article III of this Access Agreement, and thereby terminate this Access Agreement; (2) impose Liquidated Damages as set forth in Section 2 of this Article; (3) impose any other sanction as may be lawfully determined to be reasonable under the circumstances; or (4) excuse or waive the breach for good cause shown. The MUNICIPALITY shall send S.M.A.C. written notice of its determination of its election of remedies (1) – (4) within two (2) business days of its determination.

**Section 2: Liquidated Damages.**

Liquidated damages up to the amount set forth below, from the day of the notice of the MUNICIPALITY'S determination of its election in the final sentence of Section 1 above, may be assessed against S.M.A.C. by the MUNICIPALITY after determining a breach of this Access Agreement after notice and opportunity to respond including to cure as set forth in Section 1 of Article VIII. Upon assessment of such damages, the MUNICIPALITY may require S.M.A.C. to pay such damages to the MUNICIPALITY within thirty (30) days of its receipt of such a written demand for payment. Failure to pay such damages within thirty (30) days of receipt of a written demand shall itself constitute a breach of this Access Agreement. In the event of ongoing penalties, successive and non-cumulative written demands may be sent.

- (a) For failure to maintain qualified, fully trained, and competent personnel to manage and operate the Public Access Program, to ensure compliance with Article V, Section 1, \$50.00 per day;
- (b) For failure to provide live coverage of local meetings in accordance with Article V, Section 3, \$50.00 per day;
- (c) For failure to maintain insurance policies required by Article V, Section 7, \$25.00 per day;
- (d) For failure to prepare or produce Annual Review, Report or Audit in accordance with Article V, Section 9; or for failure to maintain Access Programming Logs as required by Article V, Section 6, or for failure to grant to the Issuing Authority or its authorized representatives access to the books, records, accounts and facilities at such reasonable times and at such reasonable places as the Issuing Authority or its authorized representatives may require, in accordance with Article V, Section 12, \$25.00 per day; and
- (e) For any other breach of this Access Agreement as may be determined by the MUNICIPALITY in the manner provided in Article VIII, Section 1, \$50.00 per day.

Liquidated damages are a non-exclusive remedy and may be used alone, or in combination with any other remedy for breach permitted under Article VIII, Section 1.

#### **Article IX – FUNDING/ANNUAL SUPPORT/FUND RAISING**

S.M.A.C. shall be funded by annual and/or periodic grant payments, or by a combination of the two, made to it directly by the LICENSEES, or any future funding source for PEG Access Programing and/or the MUNICIPALITY pursuant to the relevant provisions of the Cable Licenses or as those Licenses may be supplanted or replaced by agreement or otherwise with any other method of distributing CATV or CATV-like content. The grant payments provided by the Cable Licenses may be made by LICENSEES directly to S.M.A.C. in accordance with the terms of the respective Cable Licenses, and upon written request of the Issuing Authority to the LICENSEES. S.M.A.C. shall invoice the MUNICIPALITY monthly in arrears payable within thirty (30) days.

S.M.A.C. shall maintain an account at a banking/financial institution located in Stoughton where operating funds are held. This requirement shall not interfere with S.M.A.C.'s ability or the Board of Director's or Officers' fiduciary duties to S.M.A.C. including to obtain favorable interest rates and to make the best use of the Corporation's assets.

After providing fourteen (14) days written notice to the Issuing Authority, S.M.A.C. may also undertake its own non-profit fundraising campaigns or drives. S.M.A.C. may also directly receive, or through the MUNICIPALITY, funding for PEG Access from state, federal or other public or private entities.

#### **Article X – CABLE ADVISORY COMMITTEE**

At the discretion of the Issuing Authority, the Issuing Authority may vest S.M.A.C. with such power and authority as the Issuing Authority may lawfully and from time to time delegate to S.M.A.C. regarding a Cable Advisory Committee.

#### **Article XI – ACCESS CORPORATION ORGANIZATION**

##### **Section 1: Board of Directors.**

The Access Corporation agrees it shall have a Board of Directors composed of up to five directors: (1) Two directors shall be appointed by the Select Board for a term of two (2) years, one of whom should be a Senior Citizen (65 years or older) if possible, and each of whom shall be Stoughton residents; (2) One director shall be appointed by the School Committee for a term of two (2) years and shall be a Stoughton resident. The remaining directors shall be determined as provided by Article III of the Access Corporation's Bylaws as they may be amended.

The Access Corporation agrees its Board of Directors shall have all of the usual overall policy setting and oversight powers customary for a corporate Board of Directors provided by law and by its Bylaws as they may be amended.

**Section 2: Access Corporation Officers.**

The Access Corporation agrees the selection, duties, and terms of the Access Corporate Officers shall be as provided by the Access Corporation's Bylaws and Policies, Rules and Procedures as they may be amended.

**Section 3: Access Corporation Members.**

The Access Corporation agrees its Board of Directors may establish membership in the Access Corporation under such terms and conditions as it may deem necessary or desirable to promote public participation in, and funding of, the Access Corporation, and consistent with the provisions of Article II of the Access Corporation Bylaws and Policies and Procedures as they may be amended.

**Section 4: Access Corporation Bylaws.**

The Access Corporation Bylaws, as adopted by the incorporators at the time of incorporation and thereafter as may be amended, shall serve as the effective Bylaws of the Access Corporation.

The Access Corporation agrees that within forty-five (45) days of the full execution of this Agreement, S.M.A.C. shall update and amend its Bylaws as may be necessary or advisable to be consistent with this Agreement.

**Article XII – MISCELLANEOUS**

**Section 1: Assignment and Successors Bound.**

This Access Agreement shall inure to the benefit of the MUNICIPALITY and to their successors and assigns. No assignment of any legal right may be made by S.M.A.C. without the express written consent of the MUNICIPALITY except as may be required by law or necessary in the judgment of the employees, officer(s) and or director(s) of S.M.A.C. to discharge their fiduciary duties to S.M.A.C.

**Section 2: Waiver and Amendment.**

Nothing in this Access Agreement shall prevent all Parties from agreeing to waive or amend any provisions of this Agreement by mutual agreement. Any such waiver must be confirmed by all Parties in writing. No amendment shall be made to this Access Agreement unless executed in full in the same form as the original Agreement. No waivers or amendments agreed, in writing, upon or pursuant to this section, shall prejudice any remaining provisions of this Access Agreement and all such remaining provisions shall at all times remain in full force and effect.

**Section 3: Construction.**

The headings herein are for reference and convenience only and shall not be a factor in the interpretation of this ACCESS AGREEMENT. This ACCESS AGREEMENT shall be interpreted and construed under the laws of the Commonwealth of Massachusetts without regard to its conflict of laws provision(s). The Parties agree that any dispute arising out of or related to this Access Agreement shall be decided exclusively by the state or federal courts located in the Commonwealth of Massachusetts.

**Section 4: Severability.**

If any provision of this ACCESS AGREEMENT is determined to be illegal or unenforceable by any court, to the maximum extent possible such determination shall have no effect upon the validity of all remaining sections of the Agreement which shall remain in full force and effect for the full term of this Agreement.

**Section 5: Force Majeure.**

If by any reason of Force Majeure any party is unable in whole or in part to carry out its obligations under this ACCESS AGREEMENT, that party shall not be deemed to be in breach or default during the pendency of such inability. The term "Force Majeure," as used in this ACCESS AGREEMENT shall have the following meanings: Act of God; act of public enemy; orders of any kind of the government of the United States of America, Commonwealth of Massachusetts or of any of their departments, subdivisions, officials, or of any civil or military authorities; insurrections; riot; epidemic; pandemic; landslide; lightning; earthquake; fires; hurricanes, volcanic activity; storms; floods; wash outs; droughts; civil disturbances; explosions; strikes; acts of terrorism; and unavailability of essential personnel, equipment, services, or material beyond the control of any Party.

**Section 6: Entire Agreement.**

This Access Agreement contains the entire agreement between the Parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed except by an instrument in writing executed by the Parties and in the same form as this Agreement.

**Section 7: Notice.**

Any notice delivered hereunder shall be valid if sent by a national, overnight delivery service that maintains and makes available proof of delivery to the following addresses which may be revised in writing by the Town of Stoughton or S.M.A.C.:

The MUNICIPALITY:

Town of Stoughton:

Chair, Select Board  
Stoughton Town Hall

10 Pearl Street  
Stoughton, MA 02072

Stoughton Media Access Corp.:

President, Stoughton Media Access Corp.  
421 Page St., Suite 2  
Stoughton, MA 02072

**SIGNED AS A SEALED AGREEMENT:**

***TOWN OF STOUGHTON, MASSACHUSETTS,***  
By its Select Board,

\_\_\_\_\_  
Debra Roberts, Chair

Dated: \_\_\_\_\_

\_\_\_\_\_  
Joseph M. Mokrisky

Dated: \_\_\_\_\_

\_\_\_\_\_  
Stephen M. Cavey

Dated: \_\_\_\_\_

\_\_\_\_\_  
Scott Carrara

Dated: \_\_\_\_\_

\_\_\_\_\_  
Louis F. Gitto

Dated: \_\_\_\_\_

***STOUGHTON MEDIA ACCESS CORP.***  
By its President,

\_\_\_\_\_  
Robert Mullen  
President, Duly Authorized

Dated: \_\_\_\_\_

**SELECT BOARD MEETING**

**TUESDAY, May 16, 2023 7:00 PM**

**The GREAT HALL, 10 PEARL ST., 3<sup>rd</sup> Floor**

**10 Pearl Street, Stoughton, MA 02072**

**& VIRTUALLY via GOOGLE.MEETS**

In accordance with Governor Baker's declaration of June 16, 2021 granting certain pandemic-related authorizations to Public Board and Town meetings and recently extended until March 30, 2025, this meeting will be conducted both in person and virtually via Google Meets.

A comprehensive record of the proceedings will be posted on the Town's website and/or SMAC as soon as possible after the meeting if live broadcast or livestreaming is unsuccessful. Times are approximate and items may be taken out of order at the discretion of the Chair.

Present: Debra Roberts, Chair, Stephen Cavey Vice Chair, Scott Carrara, Louis Gitto, Joseph Mokrisky.

Also present: Tom Calter, Town Manager.

**1. Open Session- Call to Order and Pledge of Allegiance**

Chair Roberts called the meeting to order at 7:04 PM. The motion to open the meeting was made by Ms. Roberts and seconded by Mr. Carrara. The motion passed.

Members Roberts, Cavey, Carrara, Gitto and Mokrisky responded present to the roll call.

Chair Roberts asked all to stand for the Pledge of Allegiance and read into the record Governor's Baker declaration on Open Meetings.

Chair Roberts moved item # 11 up on the agenda.

**SMAC Corrective Action Plan**

Open Session Select Board  
May 16, 2023 7:00 PM

Chair Roberts commented that she is willing to work with SMAC toward a cooperative solution. Mr. Mokrisky stated that he had spent a considerable amount of time and effort to understand the status of the relationship between the Town and SMAC. He is interested in restoring good will. On March 28, 2023 the Select Board sent a letter to SMAC requesting a review of the current practices and compliance with the requirements of the Board to be completed within 45 days. A response was received on May 9, 2023. Mr. Mokrisky is happy to see the willingness of SMAC to work with the Town to reach a comfortable agreement.

Mr. Mokrisky made a motion that the Town Manager, the Chair of the Select Board and Town Counsel serve as liaison between the Town and SMAC. Vice Chair Cavey seconded the motion.

Mr. Carrara questioned if the concerns surfaced by Mr. Hausammann would be vetted. A list of failures had been received from Town Counsel. Mr. Mokrisky responded that the concerns will be addressed, adding that he believed SMAC should be given the opportunity to develop a plan to address them. Mr. Carrara said he would like to know what the plan is and what will be done to improve the situation.

Mr. Mokrisky listed the people now serving as volunteers: Mr. Mullen, Mr. Banis, Mr. Lurie, Mr. DeFelice and Ms. Harback and added that they are our friends, we know them, and we should be able to work together.

Town Manager Calter commented that the function of the liaison group and SMAC will be to produce an action plan. We have volunteers on both sides. Part of the plan will include an advisory board. The Town Manager said his job is to work to present an agreement favorable to both parties. The negativity needs to be eliminated. A 30-day period was given for the development of the action plan.

Chair Roberts asked Mr. Mokrisky to amend his motion to include the language that a 30-day period had been granted for the development of an action plan.

On the amended motion, Cavey -yes, Carrara -yes, Gitto- yes, Mokrisky -yes, Roberts -yes. The motion passed unanimously.

### **Select Board Comments**

Vice Chair Cavey noted that last Friday evening he had attended the 60<sup>th</sup> anniversary of the Helen Hansen Elementary School. He had volunteered to be the DJ. He said it was a wonderful event but noted that the school buildings in Town are reaching life usefulness and the Town needs to have a plan for replacement.

Mr. Mokrisky informed the Board of the deaths of two long-time residents: Mr. James Lovett, husband to Mrs. Tolman Lovett, at the age of 51 and Mr. Bob Murphy, owner of Mur-Mac's at the age of 80. Mr. Mokrisky said the Board, along with the Town, sends their condolences to the families.

Open Session Select Board

May 16, 2023 7:00 PM

Mr. Gitto acknowledged the contribution of Ms. Caitlin Valair, 8<sup>th</sup> grade civics teacher, her support for various projects, support of the homeless and beautification of the Town. Mr. Gitto credited other teachers for several street projects. Mr. Gitto commented that he would like to interact with the teachers in support of these projects. Chair Roberts agreed and offered help as well.

### **Town Manager Comments**

Town Manager Calter thanked SMAC for their quick response to the technical difficulties experienced at the last Select Board meeting.

Town Manager Calter thanked Mr. Carrara for his suggestions in regards to licensing and stated that a line will be added to the Board of Health approval form requesting information relative to the grease traps and pumping dates.

Town Manager Calter reported that he had spoken with National Grid and Verizon regarding the removal of poles. He noted that Verizon is responsible for maintenance of the poles. There are currently 85 double poles in Town. The Town is responsible for the electric and the fire alarms on the poles. The wires must be removed from the poles before the poles can be removed. Assistant Fire Chief Macomber will take the lead on this project.

### **Citizens' Comments**

Mr. Ed DeFelice, 200 Ethyl Way resident, and Mr. Peter Ventresco, 580 Canton Street resident, asked the Board to rescind recent appointments to the SMAC Board. Both Mr. DeFelice and Mr. Ventresco spoke of feeling aggrieved over treatment received at a SMAC meeting, being escorted from the building by a police officer. They were seeking an apology pointing out that they had been mistreated, bullied and not permitted to see the ballots. Mr. Mokrisky responded that he respected Mr. DeFelice and Mr. Ventresco. There will be changes, but SMAC is a non-profit organization over which the Select Board has no supervisory authority. On behalf of the Board, Chair Roberts said to Mr. DeFelice and Mr. Ventresco, that she is sorry this happened and added that everyone should enter discussions with SMAC with open minds. Town Manager Calter remarked that everybody acknowledges that what happened at the meeting was wrong. Town Counsel explained that the Town's power is spelled out in the contract. Town Manager Calter said the new contract will include a set of rules and expectations consistent with the Town's code of conduct and a termination clause in the event of the violation of any aspect of the contract. Per advice of Counsel, volunteers serving on boards and committees have rights and may not be removed from the committee or board unless the members of said board want them removed.

Vice Chair Cavey stated that the discussion was exceeding the parameters of Citizens' Comments and was beginning to violate public hearing rules.

### Consent Agenda

- a. Approval of Open Session Meeting Minutes of April 11, 2023 and Executive Session Meeting Minutes of March 21, 2023
- b. Proclamation Falun Dafa Association of New England
- c. Water connection Application - Diesel Direct, 74 Maple Street
- d. Cedar Hill Golf Course Concessionaire Lease
- e. Purchase and Sale Agreement - Map 103, Lot 9 - T.L. Edwards, Inc.
- f. Application for Road Race or Parade Permit Memorial Day - May 29, 2023 Veterans Services
- g. Application for Road Race or Parade Permit 4<sup>th</sup> of July Parade - Recreation Dept.
- h. Application for Road Race or Parade Permit - June 25, 2023 St. John's Filarmonica Society
- i. Application for Road Race or Parade Permit - July 16, 2023 Holy Ghost of Azores Society
- j. Application for a 1-day Alcoholic Beverage License- June 24, 2023 St. John's Filarmonica Society
- k. Application for a 1-Day Alcoholic Beverage License- July 15, 2023 St. John's Filarmonica Society

Vice Chair Cavey asked for further discussion of items b. and e.

Mr. Gitto made the motion to approve items a., c., d., f., g., h., i., j., and k. of the Consent Agenda. Motion seconded by Vice Chair Cavey. On the motion to approve, the Board voted 5 yes 0 no.

During discussion of item b., Proclamation Falun Dafa Association of New England, Vice-Chair Cavey expressed skepticism asking if this was a semi-religious or political group. He does not believe it is appropriate for the Board to grant this request. Chair Roberts asked Mr. Peng to speak about his request and to explain more fully about his group and if they were residents of the Town of Stoughton. Mr. Peng, by phone, explained that he is not a resident of Stoughton and the intent of this group is to provide voluntary service, and voluntary opportunity to the residents of Stoughton, post-pandemic, to learn and participate in meditation exercises. The group would like to share with Stoughton, happy and healthy stories surfacing from pandemic experiences. The group has attended various local events, libraries, and has a website. Mr. Mokrisky said the

explanation left him more confused. Nevertheless, he would not support this request as he believes proclamations are for the Town and not for out-of-Town applicants.

Mr. Carrara made the motion to deny the request, seconded by Vice Chair Cavey. The Board voted 5 yes 0 no to deny the proclamation request.

During the discussion of item 5 e., Mr. Mokrisky said approval would permit this parcel of land to be added to the property owned by T.L. Edwards and would then produce income. He explained that the parcel owned by the Town is land-locked. Chair Roberts asked if the request would require an auction. Mr. Mokrisky responded that the taxable value of the parcel is \$22,000 and the offer made by T.L. Edwards is \$25,000. Auction is not required when the assessed value is under \$30,000. Town Manager Calter commented that the Procurement Officer had confirmed the taxable value. In addition, Attorney Winner has reviewed the purchase and sales agreement.

Mr. Gitto made the motion to approve the request, seconded by Vice Chair Cavey. On the motion, the Board voted to approve 5 yes 0 no.

#### **Interdepartmental Transfer from Auditing/Analytics to Human Resources Expenses**

Town Manager Calter explained that this request would permit Ms. Chatsko and Ms. Pereira to participate in a professional development program to be completed online and on their personal time.

Mr. Gitto made the motion to approve, seconded by Vice Chair Cavey. The Board voted in favor 5 yes 0 no.

#### **Old Colony Elder Services (OCES) Board of Directors nomination - Ellen Lash - votes may be taken**

Ms. Bruce, Director of Human Services, explained the need for a replacement and the willingness and experience of Ms. Ellen Lash.

Mr. Gitto made the motion to approve, seconded by Vice Chair Cavey. The Board voted in favor 5 yes 0 no.

#### **Grant of Easement- Massachusetts Electric Company on 400 Prospect Street**

The question was raised whether this matter required a public hearing. Town Manager Calter stated that he confirmed with Town Counsel: a public hearing was not required.

Vice Chair Cavey made the motion to approve the easement on 400 Prospect Street, seconded by Mr. Mokrisky. The Board voted 5 yes 0 no.

### **Continuation of Public Hearing**

#### a) Class II License Application - Neomi Elnemer dba Element Financial, located at 1254 Washington Street.

Vice Chair Cavey stated that the previous owner at the location had relinquished his license, clearing the way for this application. Mr. Gitto reminded the Board that in December a Class II license had been granted to Billy's Auto upon responses to the number of cars, the number of parking spaces and a plan for parking the vehicles. Town Manager Calter confirmed that the application was complete. Mr. Carrara asked if the current applicant would be held to the requirements stated for Billy's Auto. Ms. Gilda Pereira, Assistant to the Select Board, stated that the parking plan and a copy of Billy's license were attached to the application. The applicant asked for a clarification of the number of cars permitted. Vice Chair Cavey responded that there are 17 spots for cars on sale and 8 customer parking spaces. Mr. Gitto asked if the parameters were decided at the time of issuance of the license. Town Manager Calter responded yes and the applicant has the information. Town Manager Calter asked that the applicant clarify the ownership, as the application does not include a workers' compensation affidavit.

Mr. Carrara made the motion to close the public hearing, seconded by Mr. Mokrisky. The motion passed.

Vice Chair Cavey made the motion to approve, seconded by Mr. Carrara with the amendment that the current applicant is required to accept the conditions of the previous license.

Ms. Neomi Elnemer said her parking spaces are being impacted by another business at the location. Mr. Mokrisky informed her that she should take up that matter with her landlord. Town Manager Calter commented that a zoning enforcement officer will soon be on staff.

The Board voted 5 yes to approve the Class II License for Neomi Elnemer dba Element Financial located at 1254 Washington Street, 0 no.

#### b. Beer & Wine License Application - Ore Restaurant 2, LLC, 434 Pearl Street

Vice Chair Cavey, in review of the application, noted that there were no objections from the departments and that the application was in order. Ms. Ornela Muho explained that presently, the restaurant is open on Saturdays and Sundays for brunch. She has also hired high school students.

Mr. Mokrisky complimented Ms. Muho on her endeavor and commented that he hopes she will soon be able to be open more than weekends. Ms. Muho complimented and thanked Ms. Gilda Pereira for her assistance.

Vice Chair Cavey made the motion to close the public hearing, seconded by Mr. Carrara. The motion passed unanimously.

Vice Chair Cavey made the motion to approve the Beer & Wine License Application for Ore Restaurant 2, LLC, located at 434 Pearl Street. Motion seconded by Mr. Carrara. The motion passed 5 yes and 0 no.

**Application for Change of Manager - Noceras Restaurant, Inc. dba Chateau Restaurant of Stoughton- 1165 Park Street**

Mr. Joseph Cavaleri explained that he has been working at the location for two years and was enjoying the experience.

Mr. Carrara made the motion to approve the application for change of Manager for Noceras Restaurant dba Chateau Restaurant of Stoughton, located at 1165 Park Street. Motion seconded by Mr. Mokrisky. The motion passed 5 yes 0 no.

Chair Roberts announced that the Board would enter Executive Session.

Pursuant to Open Meeting Law (Chapter 30A, Section 21 (a) (3)- to discuss strategy with respect to litigation if an open meeting may have a detrimental effect on the litigating position of the public body and the chair so declares.

Chair Roberts stated that the Board would adjourn from Executive Session and would not return to Open Session.

Vice Chair Cavey made the motion to enter executive session, seconded by Mr. Carrara. The motion passed 5 yes 0 no.

Mr. Gitto, Mr. Mokrisky, Mr. Carrara, Vice Chair Cavey and Chair Roberts voted yes in response to the roll call vote.

The Open Session of the Select Board May 16, 2023 was adjourned at 8:50 PM.

## Documents Used During the Meeting

1. Item #5 Consent Agenda, Approval of Open Session Minutes of April 11, 2023 and Executive Session Minutes of March 21, 2023.

Item#5 b. Proclamation - Falun Dafa Association of New England 2 pages

Item #5 c. Water Connection Application - Diesel Direct, 74 Maple Street 5 pages

Item #5 d. Cedar Hill Golf Concessionaire Lease 12 pages

Item #5 e. Purchase and Sales Agreement Map 103. Lot 9 - T.L. Edwards, Inc. 8 pages

Item #5 f. Application for Road Race or Parade Permit Memorial Day, May 29, 2023, Veterans Services 8 pages

Item #5 g. Application for Road Race or Parade Permit 4<sup>th</sup> of July, 2023 Recreation Dept. 9 pages

Item #5 h. Application for Road Race or Parade Permit St. John's Filarmonica Society June 25, 2023 8 pages

Item #5 i. Application for Road Race or Parade Permit Holy Ghost of Azores Society 7 pages

Item #5 j. Application for a 1-Day Alcoholic Beverage License - June 24, 2023 St. John Filarmonica Society 8 pages

Item #5 k. Application for 1-Day Alcoholic Beverage License- July 15, 2023 St. John Filarmonica Society 8 pages

2. Item #6 Interdepartmental Transfer from Auditing/Analytics Salaries to Human Resources

Expenses 17 pages

3. Item #7 Old Colony Elder Services (OCES) Board of Directors - Nomination Ellen Lash 2 pages

4. Item # 8 Grant of Easement - Massachusetts Electric Company on 400 Prospect Street 33 pages

Continuation of Public Hearings:

5. Item # 9 a. Class II License Application Neomi Elnemer dba Element Financial 1254 Washington Street 52 pages

6. Item # 9 b. Beer & Wine License Application Ore Restaurant 2, LLC. 434 Pearl Street 22 pages

Open Session Select Board

May 16, 2023 7:00 PM

7. Item #10 Application for Change of Manager Nocera's Restaurant, Inc. dba Chateau Restaurant of Stoughton -1165 Park Street 7 pages

Approved on:

Signed by:

07/05/2023

Debra C Roberts

Debra C. Roberts, Chair

ACCESS CORPORATION  
AGREEMENT

BETWEEN

STOUGHTON MEDIA ACCESS  
CORPORATION  
("S.M.A.C.")

AND THE  
TOWN OF STOUGHTON, MASS.

## Article I – PREAMBLE

WHEREAS, the Town of Stoughton, which is a municipal corporation organized under the laws of the Commonwealth of Massachusetts (“MUNICIPALITY”), acting by and through its Select Board, issued a Cable Television Renewal License (“Renewal License”) to Comcast Cable Communications, Inc. (“Comcast”), as well as an initial cable television license to Verizon New England, Inc. (“Verizon”) (together, “Cable Licensees”) both for the provision of cable television services within its municipal boundaries, and

WHEREAS, the Cable Licenses provide for Comcast and Verizon to make to the MUNICIPALITY certain annual and periodic grants of money called “PEG Access Support” and

WHEREAS, it is the intent of the MUNICIPALITY that such annual grants and or any future funding source for PEG Access Programing (“Public Educational and Governmental Access”) should be used for the support and furtherance of PEG Access Channels pursuant to 47 U.S.C. §531, and

WHEREAS, Stoughton Media Access Corp. (“S.M.A.C.”) fulfills the mission of providing the PEG Access Channels provided by the LICENSEES to the MUNICIPALITY pursuant to 47 U.S.C. §531, and

WHEREAS, it is the intent of the Town of Stoughton to participate in the provision of PEG Access Services to the residents of Stoughton as more fully provided by the terms of this Agreement, and by the terms of the Cable Licenses issued by the Stoughton Select Board to Comcast and Verizon, and

NOW THEREFORE, it is agreed by and between the Town of Stoughton, acting by and through its Select Board, and S.M.A.C., acting by and through its Board of Directors (“the Parties”), as follows:

## Article II – DEFINITIONS

For the purpose of this agreement the following words, terms, phrases, and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the plural include the singular, and words used in the singular include the plural. The word “shall” is mandatory.

1. Access Agreement, or Agreement: The Access Corporation Agreement between the Stoughton Media Access Corporation, (“S.M.A.C.”), and the Town of Stoughton.
2. Access Channel: A video channel which the Licensee(s) shall make available without charge for the purpose of transmitting programming by members of the public, Town departments, and agencies, public schools, educational, institutional, and similar organizations.

3. Access Corporation: Stoughton Media Access Corporation ("S.M.A.C."), the ACCESS CORPORATION, designated by the Select Board of the Town of Stoughton pursuant to Article III of this Agreement, and to the relevant sections of the Cable Licenses for the Town of Stoughton.
4. Access Facility: The location from which the Access Corporation operates the public, educational and municipal access functions; at a studio to be located in the Town of Stoughton, Massachusetts.
5. Access Programming: Programs on the designated Access Channels which shall be non-commercial within the standards for underwriting applicable to the Public Broadcasting Service (PBS), or the standards necessary for S.M.A.C. to maintain its tax-exempt status within the applicable regulations of the Internal Revenue Service, and such programming excludes political advertising.
6. CATV: Cable Access Television.
7. Cable Advisory Committee: The Stoughton Cable Advisory Committee as appointed by the Select Board.
8. Cable Licenses, or Renewal Licenses: The license agreements between Stoughton and Comcast and Verizon (the current "LICENSEES"), authorizing LICENSEES to own, operate and maintain the Cable Television Systems in the MUNICIPALITY.
9. Commercial Program: Programming from which revenue is derived, by any party, and programming the purpose of which is to conduct trade or commerce. It shall not include programming supported by underwriting grants or contributions of any kind.
10. Downstream Channel: A channel over which signals travel from the system headend to an authorized location within the system.
11. Educational Access: Any channel or time thereon which has been allocated for educational use in accordance with this Agreement, the License Agreements, and 47 U.S.C. §531.
12. Governmental Access: Any channel or time thereon which has been allocated for governmental use by the MUNICIPALITY, the Issuing Authority, or municipal agencies in accordance with this Agreement and 47 U.S.C. §531.
13. Issuing Authority: The Select Board of the Town of Stoughton, who is party to this Agreement.
14. Licensee: Comcast or Verizon, or their authorized transferees or successors.
15. Municipality (or "Town"): The Town of Stoughton, Massachusetts.

16. Public Access: The availability for use by any resident of, or any organization based in or serving the MUNICIPALITY, of designated public access facilities, equipment, training and/or channels of the Cable Television System, as provided in the Cable Licenses with the MUNICIPALITY and in accordance with 47 U.S.C. §531.

17. "S.M.A.C.": The non-profit corporation known as Stoughton Media Access Corporation, designated by the Select Board to manage and operate public, educational and municipal access in the Town of Stoughton in accordance with this Agreement and 47 U.S.C. §531.

18. Upstream Channels: A channel over which signals travel from an authorized location to the cable system headend.

### **Article III – DESIGNATION**

Pursuant to the respective Articles and provisions in the Cable Licenses or as they may be hereafter amended or renewed, or as they may be supplanted or replaced by agreement or otherwise with any other method of distributing CATV or CATV-like content, the Select Board, as Issuing Authority, hereby Designates Stoughton Media Access Corporation ("S.M.A.C.") as its Designee and ACCESS CORPORATION within the meaning of that term as currently employed in the Cable Licenses for the Town of Stoughton or as hereafter amended or renewed or supplanted or replaced by agreement or otherwise. This Designation hereby authorizes S.M.A.C. to receive certain PEG Access grants, as more fully set forth in the Cable Licenses for the Town of Stoughton, and further authorizes S.M.A.C. to operate for the MUNICIPALITY the PEG Access channels and services described in the relevant terms of the Cable Licenses.

### **Article IV – TERM OF DESIGNATION**

Unless otherwise terminated with the Designation withdrawn for good cause shown as provided in Article VII of this Access Agreement, the term of this Designation shall become effective when executed by all Parties hereto, and this Access Agreement shall continue unless terminated for good cause shown as provided in Article VII.

### **Article V – OBLIGATIONS OF ACCESS CORPORATION**

#### **Section 1: Public Access Use: Operating Rules and Procedures.**

S.M.A.C. shall be solely responsible for its management and the operation of Public Access Programming on the cable system in the MUNICIPALITY, including training, quality of originated signals in cooperation with Comcast or Verizon or successor Licensee(s), scheduling the Public Access Channel(s) and managing the Access Facilities and equipment. S.M.A.C. shall promulgate and maintain a set of access operating rules and procedures which ensure that training, equipment, facilities, and Access Channel time shall be available to residents of any organizations serving the respective MUNICIPALITY. These rules shall ensure the right to use Access Channels, facilities, and equipment on a non-discriminatory, first-come, first-served basis subject to the terms

of this Access Agreement and subject also to S.M.A.C.'s goal of establishing regularly scheduled programming. Access user compliance with such rules shall be monitored by S.M.A.C. and periodically reviewed by the Issuing Authority of the MUNICIPALITY.

**Section 2:** Programming on the Public Access Channel.

Editorial discretion, the content of programming and the liability for programming placed on those Access Channel(s) which are operated by S.M.A.C. shall solely reside in and be the sole responsibility of the access producers and S.M.A.C. and not the MUNICIPALITY nor their LICENSEES. Notwithstanding the foregoing, S.M.A.C. programming shall be designed to achieve the purposes set forth in S.M.A.C.'s Articles of Incorporation and By-Laws and shall consist of Access Programming as defined in the Cable Licenses and by law. To these ends:

- (a) S.M.A.C. shall not sell to a third party any proprietary interest that S.M.A.C. may have in any Access Programming without first offering LICENSEES the right to purchase such interest by matching the best good faith offer tendered in writing by the third party;
- (b) All liability, license and copyright fees associated with the programming produced by S.M.A.C. or placed on the access channels serving the MUNICIPALITY shall be the sole responsibility of S.M.A.C.

**Section 3:** Coverage of Local Meetings.

S.M.A.C. shall be solely responsible for providing live coverage of all regularly scheduled meetings of the Select Board, School Committee and Town Meeting for the MUNICIPALITY, to the fullest extent practicable and possible. In addition to the foregoing, S.M.A.C. shall provide live coverage of one additional public meeting, per quarter, if requested by the MUNICIPALITY, upon thirty (30) days written notice, to the fullest extent practicable and possible.

**Section 4:** Cooperation with School Department.

S.M.A.C. shall cooperate with the school department of the MUNICIPALITY in partnership and assist in the coverage of important or significant school events, provided the request is made in writing at least thirty (30) days prior to such event, and further provided that sufficient S.M.A.C. resources are available for the requested coverage.

**Section 5:** Cooperation with Municipal Government.

S.M.A.C. shall cooperate with the Issuing Authority of the MUNICIPALITY in the coverage of governmental meetings, based on available resources.

**Section 6:** Logs.

S.M.A.C. shall keep a log of all Access Programming transmitted on the Access Channel(s) and the names and addresses of all access producers. The logs will be available for public inspection and retained for not less than two years.

**Section 7: Insurance.**

(a) At all times during the term of this Access Agreement, S.M.A.C. shall obtain, pay premiums for, and keep current the following policies of insurance:

(1) A General Commercial liability policy with a minimum liability coverage of One Million Dollars (\$1,000,000.00) for injury or death to any one person in any one occurrence and Two Million Dollars (\$2,000,000.00) for injury to two (2) or more persons in any one occurrence arising out of any S.M.A.C. activity under this Access Agreement;

(2) Property damage insurance policy for any and all claims of property damage occasioned or alleged to be occasioned by any S.M.A.C. activity under this Access Agreement, including but not limited to the construction, installation, maintenance or operation of a cable television access studio under this Access Agreement, with a minimum liability coverage of One Million Dollars (\$1,000,000.00) for damage to the property of any one person in any one occurrence and Two Million Dollars (\$2,000,000.00) for damage to the property of two (2) or more persons in any one occurrence;

(3) Automobile liability insurance for owned, leased or borrowed by S.M.A.C. automobiles, non-owned automobiles and/or rented automobiles undertaking S.M.A.C. business in the amount of:

(A) One Million Dollars (\$1,000,000.00) for bodily injury and consequent death per occurrence;

(B) One Million Dollars (\$1,000,000.00) for bodily injury and consequent death to any one person; and

(C) Five Hundred Thousand Dollars (\$500,000.00) for property damage per occurrence.

(4) Worker's Compensation in the minimum amount provided by statute.

(5) Producers' Liability Insurance in the amount of One Million Dollars (\$1,000,000) to cover slander, libel, copyright infringement, infliction of emotional distress, and invasion of privacy or publicity rights.

(b) For all insurance policies required by this Access Agreement, the following conditions shall apply:

(1) Such Insurance shall commence no later than thirty (30) days following the establishment of the Access Corporation, or the date of the execution of this Agreement, whichever shall occur last;

(2) Such Insurance shall be primary with respect to any insurance maintained by the MUNICIPALITY and shall not call upon the MUNICIPALITY'S insurance for contribution;

(3) Such Insurance shall be obtained from brokers or carriers licensed to transact business in the Commonwealth of Massachusetts;

(4) Evidence of compliance in the form of certificates of Insurance shall be submitted to the MUNICIPALITY periodically during the term or terms of this Access Agreement.

**Section 8. Indemnification.**

(a) Indemnification by Access Corporation of MUNICIPALITY:

S.M.A.C. shall defend, indemnify and hold harmless the MUNICIPALITY, its officials, boards, commissions, agents and/or employees and LICENSEES, and their officers, employees, servants and agents, from and against any claim, without limitation, arising from S.M.A.C.'s activities under this Access Agreement, whether expressly authorized by such Agreement or otherwise, including but not limited to claims in the nature of libel, slander, copyright infringement, infliction of emotional distress, and invasion of privacy or publicity rights, non-compliance with applicable laws, license fees and reasonable attorneys' fees. In addition, S.M.A.C. shall, in its rules for public access, require every access user to indemnify LICENSEE, S.M.A.C. and the MUNICIPALITY, and to defend, indemnify and hold them harmless against any claims arising out of any program or program material produced and/or cablecast by it, including but not limited to claims in the nature of libel, slander, invasion of privacy, obscenity, civil rights or publicity rights, non-compliance with applicable laws, license fees, unauthorized use of copyrighted material, and infliction of emotional distress including reasonable attorneys' fees.

(b) Indemnification by Access Corporation of Employees:

The Access Corporation shall, at its sole cost and expense, defend, indemnify and hold harmless its officers, employees, boards, commissions, agents and/or members from and against all claims for damage due to the actions of the Access Corporation, its officers, employees, boards, commissions, agents and/or members, when acting in official capacity or on behalf of the Access Corporation, where such claims arise out of the operation of the Access Corporation or Access Facility, or the provision of Access Programming which is the subject matter of this Access Agreement. Indemnified costs shall include, without limitation, all out-of-pocket expenses, including reasonable attorneys' fees and the reasonable value of any services rendered by Town Counsel.

**Section 9: Annual Report and/or Audit.**

Reviews, reports or audits of its finances and operations shall be conducted and provided annually by S.M.A.C. as may be required by the regulations of the Attorney General, to its members, if any, to the Stoughton Cable Advisory Committee, to the Issuing Authority and MUNICIPALITY, and if requested, to LICENSEES within ninety (90) days after the close of S.M.A.C.'s fiscal year or within sixty (60) days after the filing of its state and federal tax returns, including any tax extensions filed by S.M.A.C., whichever is later, or at such other time as may be agreed upon by the Parties.

Review of S.M.A.C.'s performance by the MUNICIPALITY, its Issuing Authority, or its designee(s) ("Performance Review" or "Audit"), if conducted, shall be conducted upon receipt of the annual review, report, or audit from S.M.A.C. The Performance Review shall be conducted at a duly noticed meeting of the Select Board at which S.M.A.C. shall be heard. At any such Performance Review all S.M.A.C. officers, directors, attorneys, agents or managers requested by S.M.A.C., the MUNICIPALITY or its Issuing Authority or designees shall be in attendance. In the event the MUNICIPALITY determines it requires a designee or third party to conduct a Performance Review or Audit, such third party shall be impartial, objective, disinterested, and professionally qualified. Any substantive issues, deficiencies, breaches or defaults raised or found by the MUNICIPALITY, its Issuing Authority, or its designee as a result of the Performance Review shall be provided to the S.M.A.C. Board of Directors by written notice within sixty (60) days of the Performance Review and any determination shall follow the procedures set forth in Article VIII, Section 1 of this Agreement.

**Section 10:** Status as Non-Profit 501(c)(3) Corporation.

S.M.A.C. shall, throughout the term of this Access Agreement, maintain its status as a non-profit 501(c)(3) corporation, securing and maintaining all requisite legal designations, and filing all appropriate periodic statements, forms or reports as may be required from time to time by law or regulation. S.M.A.C. shall otherwise maintain compliance with all applicable laws, rules and regulations of the MUNICIPALITY, Commonwealth of Massachusetts, and the United States of America as shall be enacted from time to time.

**Section 11:** Maintenance of Records, Equipment and Property; Equipment Inventory.

S.M.A.C. shall maintain accurate books, records, and logs of its financial and programming activities, and it shall maintain the facilities and equipment provided to it in good repair and safekeeping. Annually, at the time of filing the Annual Review, Report and/or Audit, S.M.A.C. shall provide to the Issuing Authority an inventory of said equipment and facilities together with a statement of its condition and corrective action, if any needed, taken or recommended to be taken to maintain all items in satisfactory condition.

**Section 12:** Access to Records.

S.M.A.C. shall allow the MUNICIPALITY, and/or its authorized designees(s) access to the books, records, accounts, and facilities of S.M.A.C. referenced in Paragraph 11 at such reasonable times and in such reasonable places as the MUNICIPALITY may require to ensure compliance with this Access Agreement.

**Section 13: Political Activities Prohibited.**

No funds nor facilities nor equipment provided hereunder shall be used for any partisan political activity or to further the election or defeat of any particular candidate for public office. Such prohibition shall not apply to public interest forums, public presentations or the like where the facilities are available for the expression of all points of view for informational purposes.

**Section 14: Reversion of Property Upon Termination.**

Upon termination of this ACCESS AGREEMENT, title to all property, equipment, facilities, and undisbursed funds and all other assets of the Access Corporation shall be transferred to the MUNICIPALITY, or to its Issuing Authority, or to their designees and S.M.A.C. shall cooperate fully with the MUNICIPALITY and its Issuing Authority or designees in effecting a smooth and prompt transfer.

**Article VI – ADDITIONAL TERMS**

Additional terms, as may be mutually agreed upon by the Parties may be for any length of time to which the Parties may mutually agree in writing.

**Article VII – TERMINATION**

This Access Agreement, and/or any subsequent Designation or extension thereof made under authority of this Access Agreement, shall terminate upon the occurrence of any of the following events:

(A) The filing of bankruptcy of S.M.A.C.;

(B) The expiration of the then-current Term as defined in Article IV hereof, or any extension of the Term, including by course of dealing, of this Access Agreement, or in the event that the MUNICIPALITY terminates this Agreement with the Designation for good cause shown, in the manner provided in Article VIII, terminating S.M.A.C. as its PEG Access provider; or

(C) The withdrawal of Designation by the MUNICIPALITY arising from any breach of this Access Agreement by S.M.A.C. which remains outstanding and uncured in whole or in part following notice, opportunity to cure, and an opportunity to be heard at a duly noticed meeting of the Select Board as more fully provided in Article VIII of this Access Agreement.

**Article VIII – BREACH AND SANCTIONS**

**Section 1: Determination of Breach.**

Upon determining that a possible material breach of this Access Agreement may have occurred, the MUNICIPALITY shall serve written notice of such possible breach upon S.M.A.C. Upon receipt of such written notice of possible breach, S.M.A.C. shall have sixty (60) days to respond in one of the following ways: (1) cure such breach and report the cure to the MUNICIPALITY; (2) provide the MUNICIPALITY with proof that such breach did not occur; (3) if the breach was due to any fault on the part of S.M.A.C., but for reasons beyond its control, and such breach cannot be cured within sixty (60) days, provide proof of same to the MUNICIPALITY, and a reasonable, detailed timetable for correction and cure; or (4) if the breach was not due to any fault on the part of S.M.A.C. and cannot be cured within sixty (60) days, provide proof of same to the MUNICIPALITY and a reasonable, detailed timetable for cure. S.M.A.C. shall submit such response(s) for approval by the MUNICIPALITY which shall take up the issue within a reasonable time thereafter at a duly noticed meeting of the Select Board with an opportunity for S.M.A.C. to be heard and at which the Select Board shall make its determination whether a breach occurred, has been cured or is waived by the MUNICIPALITY.

If, after notification, opportunity to cure and to be heard as provided in this section, the MUNICIPALITY determines that a breach of this Access Agreement did occur, and that such breach was not cured or otherwise excused or waived within the time duly specified by the procedures set forth in this section, the MUNICIPALITY may elect one or more of the following remedies 10 days after sending written notice to S.M.A.C. of the determination: (1) withdraw its Designation of S.M.A.C. granted under Article III of this Access Agreement, and thereby terminate this Access Agreement; (2) impose Liquidated Damages as set forth in Section 2 of this Article; (3) impose any other sanction as may be determined to be reasonable under the circumstances; or (4) excuse or waive the breach for good cause shown. The MUNICIPALITY shall send S.M.A.C. notice of its determination of its election of remedies (1) – (4) within two (2) business days of its determination.

**Section 2: Liquidated Damages.**

Liquidated damages up to the amount set forth below, from the day of the notice of the MUNICIPALITY'S determination of its election in the final sentence of Section 1 above, may be assessed against S.M.A.C. by the MUNICIPALITY in the manner set forth in Section 1 determining a breach of this Access Agreement after notice and opportunity to cure as set forth in Section 1 of Article VIII. Upon assessment of such damages, the MUNICIPALITY may require S.M.A.C. to pay such damages to the MUNICIPALITY within thirty (30) days of its receipt of such a written demand for payment. Failure to pay such damages within thirty (30) days of receipt of a written demand shall itself constitute a breach of this Access Agreement. In the event of ongoing penalties, successive and non-cumulative written demands may be sent.

- (a) For failure to maintain qualified, fully trained, and competent personnel to manage and operate the Public Access Program, as required by Article V, Section 1, \$50.00 per day;

- (b) For failure to provide live coverage of local meetings as required by Article V, Section 3, \$50.00 per day;
- (c) For failure to maintain insurance policies required by Article V, Section 7, \$25.00 per day;
- (d) For failure to prepare or produce Annual Review, Report, Audit and/or Inventory, as required by Article V, Section 9; or for failure to maintain Access Programming Logs as required by Article V, Section 6, or for failure to grant to the Issuing Authority or its authorized representatives access to the books, records, accounts and facilities at such reasonable times and at such reasonable places as the Issuing Authority or its authorized representatives may require, as required by Article V, Section 14, \$25.00 per day; and
- (e) For any other breach of this Access Agreement as may be determined by the MUNICIPALITY as provided in Section 1, \$50.00 per day.

Liquidated damages are a non-exclusive remedy and may be used alone, or in combination with any other remedy for breach permitted under Article VIII, Section 1.

#### **Article IX – FUNDING/ANNUAL SUPPORT/FUND RAISING**

S.M.A.C. shall be funded by annual and/or periodic grant payments, or by a combination of the two, made to it directly by the LICENSEES, or any future funding source for PEG Access Programming and/or the MUNICIPALITY pursuant to the relevant provisions of the Cable Licenses or as those Licenses may be supplanted or replaced by agreement or otherwise with any other method of distributing CATV or CATV-like content. The grant payments provided by the Cable Licenses may be made by LICENSEES directly to S.M.A.C. in accordance with the terms of the respective Cable Licenses, and upon written request of the Issuing Authority to the LICENSEES. S.M.A.C. shall invoice the MUNICIPALITY monthly in arrears payable within thirty (30) days.

After providing fourteen (14) days written notice to the Issuing Authority, S.M.A.C. may also undertake its own non-profit fundraising campaigns or drives. S.M.A.C. may also directly receive, or through the MUNICIPALITY, any future funding for PEG Access from state, federal or other public or private entities.

#### **Article X – CABLE ADVISORY COMMITTEE**

At the discretion of the Issuing Authority, the Issuing Authority may vest S.M.A.C. with such power and authority as the Issuing Authority may lawfully and from time to time delegate to S.M.A.C. regarding a Cable Advisory Committee.

#### **Article XI – ACCESS CORPORATION ORGANIZATION**

**Section 1:** Board of Directors.

The Access Corporation shall have a Board of Directors composed as provided by Article III of the Access Corporation's By-Laws as they currently exist or as they may from time to time be amended.

The Board of Directors shall have all of the usual overall policy setting and oversight powers customary for a corporate Board of Directors provided by law and by its By-Laws.

**Section 2:**     Access Corporation Officers.

The selection, duties, and terms of the Access Corporate Officers shall be as provided by the Access Corporation's By-Laws.

**Section 3:**     Access Corporation Members.

The Board of Directors may establish membership in the Access Corporation under such terms and conditions as it may deem necessary or desirable to promote public participation in, and funding of, the Access Corporation, and consistent always with the provisions of Article II of the Access Corporation By-Laws as they currently exist or as they may from time to time be amended.

**Section 4:**     Access Corporation By-Laws.

The Access Corporation By-Laws, as adopted by the incorporators at the time of incorporation, shall serve as the effective By-Laws of the Access Corporation.

**Article XII – MISCELLANEOUS**

**Section 1:**     Assignment and Successors Bound.

This Access Agreement shall inure to the benefit of the MUNICIPALITY and to their successors and assigns. No assignment of any legal right may be made by S.M.A.C. without the express written consent of the MUNICIPALITY.

**Section 2:**     Waiver and Amendment.

Nothing in this Access Agreement shall prevent all Parties from agreeing to waive or amend any provisions of this Agreement by mutual agreement. Any such waiver must be confirmed by all Parties in writing. No amendment shall be made to this Access Agreement unless executed in full in the same form as the original Agreement. No waivers or amendments agreed, in writing, upon or pursuant to this section, shall prejudice any remaining provisions of this Access Agreement and all such remaining provisions shall at all times remain in full force and effect.

**Section 3:**     Construction.

The headings herein are for reference and convenience only and shall not be a factor in the interpretation of this ACCESS AGREEMENT. This ACCESS AGREEMENT shall be interpreted and construed under the laws of the Commonwealth of Massachusetts without regard to its conflict of laws provision(s). The Parties agree that any dispute arising out of or related to this Access Agreement shall be decided exclusively by the state or federal courts located in the Commonwealth of Massachusetts.

**Section 4: Severability.**

If any provision of this ACCESS AGREEMENT is determined to be illegal or unenforceable by any court, such determination shall have no effect upon the validity of all remaining sections of the Agreement which shall remain in full force and effect for the full term of this Agreement.

**Section 5: Force Majeure.**

If by any reason of Force Majeure any party is unable in whole or in part to carry out its obligations under this ACCESS AGREEMENT, that party shall not be deemed to be in breach or default during the pendency of such inability. The term "Force Majeure," as used in this ACCESS AGREEMENT shall have the following meanings: Act of God; act of public enemy; orders of any kind of the government of the United States of America, Commonwealth of Massachusetts or of any of their departments, subdivisions, officials, or of any civil or military authorities; insurrections; riot; epidemic; pandemic; landslide; lightning; earthquake; fires; hurricanes, volcanic activity; storms; floods; wash outs; droughts; civil disturbances; explosions; strikes; acts of terrorism; and unavailability of essential personnel, equipment, services, or material beyond the control of any Party.

**Section 6: Entire Agreement.**

This Access Agreement contains the entire agreement between the Parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed except by an instrument in writing executed by the Parties and in the same form as this Agreement.

**Section 7: Notice.**

Any notice delivered hereunder shall be valid if delivered in hand to or sent by a national, overnight delivery service that maintains and makes available proof of delivery to the following addresses which may be revised in writing by the Town of Stoughton or S.M.A.C.:

The MUNICIPALITY:

Town of Stoughton:

Chair, Select Board  
Stoughton Town Hall  
10 Pearl Street  
Stoughton, MA 02072

Stoughton Media Access Corp.:

President, Stoughton Media Access Corp.  
421 Page St., Suite 2  
Stoughton, MA 02072

**Article XIII – EXECUTION**

***TOWN OF STOUGHTON, MASSACHUSETTS,***

By its Select Board,

\_\_\_\_\_  
Debra Roberts, Chair

Dated: \_\_\_\_\_

\_\_\_\_\_  
Joseph M. Mokrisky

Dated: \_\_\_\_\_

\_\_\_\_\_  
Stephen M. Cavey

Dated: \_\_\_\_\_

\_\_\_\_\_  
Scott Carrara

Dated: \_\_\_\_\_

\_\_\_\_\_  
Louis F. Gitto

Dated: \_\_\_\_\_

***STOUGHTON MEDIA ACCESS CORP.***

***By its President,***

\_\_\_\_\_  
Robert Mullen  
President, Duly Authorized

Dated: \_\_\_\_\_

working draft 6-14-23

**ACCESS CORPORATION  
AGREEMENT**

**BETWEEN**

**STOUGHTON MEDIA ACCESS  
CORPORATION  
("S.M.A.C.")**

**AND THE  
TOWN OF STOUGHTON, MASS.**

**ACCESS CORPORATION  
AGREEMENT**

**BETWEEN**

**STOUGHTON MEDIA ACCESS  
CORPORATION  
("S.M.A.C.")**

**AND THE  
TOWN OF STOUGHTON, MASS.**

## Article I – PREAMBLE

WHEREAS, the Town of Stoughton, which is a municipal corporation organized under the laws of the Commonwealth of Massachusetts (“MUNICIPALITY”), acting by and through its Select Board, issued a Cable Television Renewal License (“Renewal License”) to Comcast Cable Communications, Inc. (“Comcast”), as well as an initial cable television license to Verizon New England, Inc. (“Verizon”) (together, “Cable Licensees”) both for the provision of cable television services via cable and or fiber optics within its municipal boundaries, and

WHEREAS, the Cable Licenses provide for Comcast and Verizon to make to the MUNICIPALITY certain annual and periodic grants of money called “PEG Access Support” and

WHEREAS, it is the intent of the MUNICIPALITY that such annual grants and or any future funding source for PEG Access Programing (“Public Educational and Governmental Access”) should be used for the support and furtherance of PEG Access Channels pursuant to 47 U.S.C. §531, and

WHEREAS, Stoughton Media Access Corp. (“S.M.A.C.”) fulfills the mission of providing the PEG Access Channels provided by the LICENSEES to the MUNICIPALITY pursuant to 47 U.S.C. §531, and

WHEREAS, it is the intent of the Town of Stoughton to participate in the provision of PEG Access Services to the residents of Stoughton as more fully provided by the terms of this Agreement, and by the terms of the Cable Licenses issued by the Stoughton Select Board to Comcast and Verizon, and

NOW THEREFORE, it is agreed by and between the Town of Stoughton, acting by and through its Select Board, and S.M.A.C., acting by and through its Board of Directors (“the Parties”), as follows:

## Article II – DEFINITIONS

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10. Downstream Channel: A channel over which signals travel from the system headend to an authorized location within the system.
11. Educational Access: Any channel or time thereon which has been allocated for educational use in accordance with this Agreement, the License Agreements, and 47 U.S.C. §531.
12. Governmental Access: Any channel or time thereon which has been allocated for governmental use by the MUNICIPALITY, the Issuing Authority, or municipal agencies in accordance with this Agreement and 47 U.S.C. §531.
13. Issuing Authority: The Select Board of the Town of Stoughton, who is party to this Agreement.
14. Licensee: Comcast or Verizon, or their authorized transferees or successors in the provision of PEG Programming and Access Channels as herein defined.
15. Municipality (or "Town"): The Town of Stoughton, Massachusetts.

16. Public Access: The availability for use by any resident of, or any organization based in or serving the MUNICIPALITY, of designated public access facilities, equipment, training and/or channels of the Cable Television System, as provided in the Cable Licenses with the MUNICIPALITY and in accordance with 47 U.S.C. §531.

17. "S.M.A.C.": The non-profit corporation known as Stoughton Media Access Corporation, designated by the Select Board to manage and operate public, educational and ~~government municipal~~ Cable Access TV in the Town of Stoughton in accordance with this Agreement and 47 U.S.C. §531.

18. Upstream Channels: A channel over which signals travel from an authorized location to the cable system headend.

### Article III – DESIGNATION

Pursuant to the respective Articles and provisions in the Cable Licenses or as they may be hereafter amended or renewed, or as they may be supplanted or replaced by agreement or otherwise with any other method of distributing CATV or CATV-like content, the Select Board, as Issuing Authority, hereby Designates Stoughton Media Access Corporation ("S.M.A.C.") as its Designee and ACCESS CORPORATION within the meaning of that term as currently employed in the Cable Licenses for the Town of Stoughton or as hereafter amended or renewed or supplanted or replaced by agreement or otherwise. This Designation hereby authorizes S.M.A.C. to receive certain PEG Access grants, as more fully set forth in the Cable Licenses for the Town of Stoughton, and further authorizes S.M.A.C. to operate for the MUNICIPALITY the PEG Access channels and services described in the relevant terms of the Cable Licenses.

### Article IV – TERM OF DESIGNATION

Unless otherwise terminated with the Designation withdrawn for good cause shown as provided in Article VII of this Access Agreement, the term of this Designation shall become effective when executed by all Parties hereto, and this Access Agreement shall continue unless terminated for good cause shown as provided in Article VII.

### Article V – OBLIGATIONS OF ACCESS CORPORATION

#### Section 1: Public Access Use: Operating Rules and Procedures.

S.M.A.C. shall be solely responsible for its management and the operation of Public Access Programming on the cable system in the MUNICIPALITY, including training, quality of originated signals in cooperation with Comcast or Verizon or successor Licensee(s), scheduling the Public Access Channel(s) and managing the Access Facilities and equipment. S.M.A.C. shall promulgate and maintain a set of access operating rules and procedures which ensure that training, equipment, facilities, and Access Channel time shall be available to residents of the Town of Stoughton and of any educational, governmental, health care, arts, religious, business, civic, and other entities, which are based in or serve the MUNICIPALITY ~~organizations serving the respective~~

MUNICIPALITY. These rules shall ensure the right to use Access Channels, facilities, and equipment on a non-discriminatory, first-come, first-served basis subject to the terms of this Access Agreement and subject also to S.M.A.C.'s goal of establishing regularly scheduled programming. Access user compliance with such rules shall be monitored by S.M.A.C. and periodically reviewed by the Issuing Authority of the MUNICIPALITY.

**Section 2: Programming on the Public Access Channel.**

Editorial discretion, the content of programming and the liability for programming placed on those Access Channel(s) which are operated by S.M.A.C. shall solely reside in and be the sole responsibility of the access producers and S.M.A.C. and not the MUNICIPALITY nor their LICENSEES. Notwithstanding the foregoing, S.M.A.C. programming shall be designed to achieve the purposes set forth in S.M.A.C.'s Articles of Incorporation and By-Laws and shall consist of Access Programming as defined in the Cable Licenses and by law. To these ends:

(a) S.M.A.C. shall not sell to a third party any proprietary interest that S.M.A.C. may have in any Access Programming without first offering LICENSEES the right to purchase such interest by matching the best good faith offer tendered in writing by the third party;

(b) All liability, license and copyright fees associated with the programming produced by S.M.A.C. or placed on the access channels serving the MUNICIPALITY shall be the sole responsibility of S.M.A.C.

**Section 3: Coverage of Local Meetings.**

S.M.A.C. shall be solely responsible for providing live coverage of all regularly scheduled meetings of the Select Board, School Committee and Town Meeting for the MUNICIPALITY, to the fullest extent practicable and possible. In addition to the foregoing, S.M.A.C. shall provide live coverage of one additional public meeting, per quarter, if requested by the MUNICIPALITY, upon thirty (30) days written notice, to the fullest extent practicable and possible.

**Section 4: Cooperation with School Department.**

S.M.A.C. shall cooperate with the school department of the MUNICIPALITY in partnership and assist in the coverage of important or significant school events, provided the request is made in writing at least thirty (30) days prior to such event, and further provided that sufficient S.M.A.C. resources are available for the requested coverage.

**Section 5: Cooperation with Municipal Government.**

S.M.A.C. shall cooperate with the Issuing Authority of the MUNICIPALITY in the coverage of governmental meetings, based on available resources.

The president of the S.M.A.C. Board of Directors or his or her designee shall provide the Select Board with a quarterly update on the status of operations and capital planning to facilitate communication, transparency, and compliance with this Agreement. Any representative of the MUNICIPALITY may attend meetings of the S.M.A.C. Board of Directors that are open to the public. The Select Board may designate any of its members or the Town Manager as the liaison to the S.M.A.C. Board of Directors to further facilitate communication, transparency, and compliance with this Agreement.

**Section 6: Logs.**

S.M.A.C. shall keep a log of all Access Programming transmitted on the Access Channel(s) and the names and addresses of all access producers. The logs will be available for public inspection and retained for not less than two years.

**Section 7: Insurance.**

(a) At all times during the term of this Access Agreement, S.M.A.C. shall obtain, pay premiums for, and keep current the following policies of insurance:

(1) A General Commercial liability policy with a minimum liability coverage of One Million Dollars (\$1,000,000.00) for injury or death to any one person in any one occurrence and Two Million Dollars (\$2,000,000.00) for injury to two (2) or more persons in any one occurrence arising out of any S.M.A.C. activity under this Access Agreement;

(2) Property damage insurance policy for any and all claims of property damage occasioned or alleged to be occasioned by any S.M.A.C. activity under this Access Agreement, including but not limited to the construction, installation, maintenance or operation of a cable television access studio under this Access Agreement, with a minimum liability coverage of One Million Dollars (\$1,000,000.00) for damage to the property of any one person in any one occurrence and Two Million Dollars (\$2,000,000.00) for damage to the property of two (2) or more persons in any one occurrence;

(3) Automobile liability insurance for owned, leased or borrowed by S.M.A.C. automobiles, non-owned automobiles and/or rented automobiles undertaking S.M.A.C. business in the amount of:

(A) One Million Dollars (\$1,000,000.00) for bodily injury and consequent death per occurrence;

(B) One Million Dollars (\$1,000,000.00) for bodily injury and consequent death to any one person; and

(C) Five Hundred Thousand Dollars (\$500,000.00) for property damage per occurrence.

(4) Worker's Compensation in the minimum amount provided by statute.

(5) Producers' Liability Insurance in the amount of One Million Dollars (\$1,000,000) to cover slander, libel, copyright infringement, infliction of emotional distress, and invasion of privacy or publicity rights.

(b) For all insurance policies required by this Access Agreement, the following conditions shall apply:

(1) Such Insurance shall commence no later than thirty (30) days following the establishment of the Access Corporation, or the date of the execution of this Agreement, whichever shall occur last;

(2) Such Insurance shall be primary with respect to any insurance maintained by the MUNICIPALITY and shall not call upon the MUNICIPALITY'S insurance for contribution;

(3) Such Insurance shall be obtained from brokers or carriers licensed to transact business in the Commonwealth of Massachusetts;

(4) Evidence of compliance in the form of certificates of Insurance shall be submitted to the MUNICIPALITY periodically during the term or terms of this Access Agreement.

**Section 8. Indemnification.**

(a) Indemnification by Access Corporation of MUNICIPALITY:

S.M.A.C. shall defend, indemnify and hold harmless the MUNICIPALITY, its officials, boards, commissions, agents and/or employees and LICENSEES, and their officers, employees, servants and agents, from and against any claim, without limitation, arising from S.M.A.C.'s activities under this Access Agreement, whether expressly authorized by such Agreement or otherwise, including but not limited to claims in the nature of libel, slander, copyright infringement, infliction of emotional distress, and invasion of privacy or publicity rights, non-compliance with applicable laws, license fees and reasonable attorneys' fees. In addition, S.M.A.C. shall, in its rules for public access, require every access user to indemnify LICENSEE, S.M.A.C. and the MUNICIPALITY, and to defend, indemnify and hold them harmless against any claims arising out of any program or program material produced and/or cablecast by it, including but not limited to claims in the nature of libel, slander, invasion of privacy, obscenity, civil rights or publicity rights, non-compliance with applicable laws, license fees, unauthorized use of copyrighted material, and infliction of emotional distress including reasonable attorneys' fees.

(b) Indemnification by Access Corporation of Employees:

The Access Corporation shall, at its sole cost and expense, defend, indemnify and hold harmless its officers, employees, boards, commissions ~~and~~, agents ~~and/or members~~ from and against all claims for damage due to the actions of the Access Corporation, its officers, employees, boards, commissions and agents ~~and/or members~~, when acting in official capacity or on behalf of the Access Corporation, where such claims arise out of the operation of the Access Corporation or Access Facility, or the provision of Access Programming which is the subject matter of this Access Agreement. Indemnified costs shall include, without limitation, all out-of-pocket expenses, including reasonable attorneys' fees ~~and the reasonable value of any services rendered by Town Counsel.~~

As to members, this indemnification shall be limited to the member(s)' programming activity at S.M.A.C.

If it is determined by a final judgment of a court of competent jurisdiction that the action(s) were wrongful, grossly negligent or constituted a breach of a fiduciary duty the indemnified party shall repay the amount paid under the indemnity, if any, within 30 days.

**Section 9: Review, Annual Report and/or Audit.**

Reviews, reports or audits of its finances and operations shall be conducted and provided annually by S.M.A.C. as may be required by the regulations of the Attorney General, to its members, if any, to the Stoughton Cable Advisory Committee, to the Issuing Authority and MUNICIPALITY, and if requested, to LICENSEES within ninety (90) days after the close of S.M.A.C.'s fiscal year or within sixty (60) days after the filing of its state and federal tax returns, including any tax extensions filed by S.M.A.C., whichever is later, or at such other time as may be agreed upon by the Parties.

Current Attorney General guidelines provide that an audit is required if an organization's gross support and revenue exceeds \$500,000 in a fiscal year. Organizations with gross support and revenue of more than \$200,000 up to \$500,000 in a fiscal year are required to complete an annual review.

Review of S.M.A.C.'s performance by the MUNICIPALITY, its Issuing Authority, or its designee(s) ("Performance Review" or "Audit"), if conducted, shall be conducted ~~upon~~ fifteen business days after receipt of the annual review, report, or audit from S.M.A.C., and written notice to S.M.A.C. or at such other time as mutually agreed by the Parties. The Performance Review shall be conducted at a duly noticed meeting of the Select Board at which S.M.A.C. shall be heard. At any such Performance Review all S.M.A.C. officers, directors, attorneys, agents, or managers requested by S.M.A.C., the MUNICIPALITY or its Issuing Authority or designees shall be in attendance. In the event the MUNICIPALITY determines it requires a designee or third party to conduct a Performance Review or Audit, such third party shall be impartial, objective, disinterested, and professionally qualified. Any substantive issues, deficiencies, breaches or defaults raised or found by the MUNICIPALITY, its Issuing Authority, or its designee as a result of the Performance Review shall be provided to the S.M.A.C. Board of Directors by written notice within sixty (60) days of the Performance Review and any determination shall follow the procedures set forth in Article VIII, Section 1 of this Agreement.

**Section 10:** Status as Non-Profit 501(c)(3) Corporation.

S.M.A.C. shall, throughout the term of this Access Agreement, maintain its status as a non-profit 501(c)(3) corporation, securing and maintaining all requisite legal designations, and filing all appropriate periodic statements, forms or reports as may be required from time to time by law or regulation. S.M.A.C. shall otherwise maintain compliance with all applicable laws, rules and regulations of the MUNICIPALITY, Commonwealth of Massachusetts, and the United States of America as shall be enacted from time to time.

**Section 11:** Maintenance of Records, Equipment and Property; Equipment Inventory.

S.M.A.C. shall maintain accurate books, records, and logs of its financial and programming activities, and it shall maintain the facilities and equipment provided to it in good repair and safekeeping. Annually, at the time of filing the Annual Review, Report and/or Audit, S.M.A.C. shall provide to the Issuing Authority an inventory of said equipment and facilities together with a statement of its condition and corrective action, if any needed, taken or recommended to be taken to maintain all items in satisfactory condition.

S.M.A.C. shall prepare and approve annually a revolving three (3) year capital budget that identifies equipment requiring replacement due to obsolescence or that has or will reach the expiration of its anticipated useful life during that three (3) year term. This information shall be included in the president's quarterly update to the Select Board, in accordance with Article V, Section 5 of this Agreement.

**Section 12:** Access to Records.

S.M.A.C. shall allow the MUNICIPALITY, and/or its authorized designees(s) access to the books, records, accounts, and facilities of S.M.A.C. referenced in Paragraph 11 at such reasonable times and in such reasonable places as the MUNICIPALITY may require to ensure compliance with this Access Agreement.

**Section 13:** Political Activities Prohibited.

No funds nor facilities nor equipment provided hereunder shall be used for any partisan political activity or to further the election or defeat of any particular candidate for public office. Such prohibition shall not apply to public interest forums, public presentations or the like where the facilities are available for the expression of all points of view for informational purposes.

**Section 14:** Reversion of Property Upon Termination.

Within such time as S.M.A.C. may wind down its operations, employment and contract obligations, including any real property or other lease(s) and financial obligations after~~Upon~~ termination of this ACCESS AGREEMENT, title to all property, equipment,

facilities, and undisbursed funds and all other assets of the Access Corporation shall be transferred to the MUNICIPALITY, or to its Issuing Authority, or to their designees, and S.M.A.C. shall cooperate fully with the MUNICIPALITY and its Issuing Authority or designees in effecting a smooth and prompt transfer of its assets and transition of its services to alternative provider(s).

#### Article VI – ADDITIONAL TERMS

Additional terms, as may be mutually agreed upon by the Parties may be for any length of time to which the Parties may mutually agree in writing.

#### Article VII – TERMINATION

This Access Agreement, and/or any subsequent Designation or extension thereof made under authority of this Access Agreement, shall terminate upon the occurrence of any of the following events:

(A) The filing of bankruptcy of S.M.A.C.;

(B) The expiration of the then-current Term as defined in Article IV hereof, or any extension of the Term, including by course of dealing, of this Access Agreement, or in the event that the MUNICIPALITY terminates this Agreement with the Designation for good cause shown, in the manner provided in Article VIII, terminating S.M.A.C. as its PEG Access provider; or

(C) The withdrawal of Designation by the MUNICIPALITY arising from any breach of this Access Agreement by S.M.A.C. which remains outstanding and uncured in whole or in part following notice, opportunity to cure, and an opportunity to be heard at a duly noticed meeting of the Select Board as more fully provided in Article VIII of this Access Agreement.

#### Article VIII – BREACH AND SANCTIONS

##### Section 1: Determination of Breach.

Upon determining that a possible material breach of this Access Agreement may have occurred, the MUNICIPALITY shall serve written notice of such possible breach upon S.M.A.C. Upon receipt of such written notice of possible breach, S.M.A.C. shall have sixty (60) days to respond in one of the following ways: (1) cure such breach and report the cure to the MUNICIPALITY; (2) provide the MUNICIPALITY with proof that such breach did not occur; (3) if the breach was due to any fault on the part of S.M.A.C., but for reasons beyond its control, and such breach cannot be cured within sixty (60) days, provide proof of same to the MUNICIPALITY, and a reasonable, detailed timetable for correction and cure; or (4) if the breach was not due to any fault on the part of S.M.A.C. and cannot be cured within sixty (60) days, provide proof of same to the MUNICIPALITY and a reasonable, detailed timetable for cure. S.M.A.C. shall submit such response(s) for approval by the MUNICIPALITY which shall take up the issue within a reasonable time

thereafter at a duly noticed meeting of the Select Board with an opportunity for S.M.A.C. to be heard and at which the Select Board shall make its determination whether a breach occurred, has been cured or is waived by the MUNICIPALITY.

If, after notification, opportunity to respond including to cure and to be heard as provided in this section, the MUNICIPALITY determines that a breach of this Access Agreement did occur, and that such breach was not cured or otherwise excused or waived within the time duly specified by the procedures set forth in this section, the MUNICIPALITY may elect one or more of the following remedies 10 days after sending written notice to S.M.A.C. of the determination: (1) withdraw its Designation of S.M.A.C. granted under Article III of this Access Agreement, and thereby terminate this Access Agreement; (2) impose Liquidated Damages as set forth in Section 2 of this Article; (3) impose any other sanction as may be lawfully determined to be reasonable under the circumstances; or (4) excuse or waive the breach for good cause shown. The MUNICIPALITY shall send S.M.A.C. written notice of its determination of its election of remedies (1) – (4) within two (2) business days of its determination.

**Section 2: Liquidated Damages.**

Liquidated damages up to the amount set forth below, from the day of the notice of the MUNICIPALITY'S determination of its election in the final sentence of Section 1 above, may be assessed against S.M.A.C. by the MUNICIPALITY ~~in the manner set forth in Section 1~~ after determining a breach of this Access Agreement after notice and opportunity to respond including to cure as set forth in Section 1 of Article VIII. Upon assessment of such damages, the MUNICIPALITY may require S.M.A.C. to pay such damages to the MUNICIPALITY within thirty (30) days of its receipt of such a written demand for payment. Failure to pay such damages within thirty (30) days of receipt of a written demand shall itself constitute a breach of this Access Agreement. In the event of ongoing penalties, successive and non-cumulative written demands may be sent.

- (a) For failure to maintain qualified, fully trained, and competent personnel to manage and operate the Public Access Program, as to ensure compliance with required by Article V, Section 1, \$50.00 per day;
- (b) For failure to provide live coverage of local meetings in accordance with required by Article V, Section 3, \$50.00 per day;
- (c) For failure to maintain insurance policies required by Article V, Section 7, \$25.00 per day;
- (d) For failure to prepare or produce Annual Review, Report or, Audit and/or Inventory, as required by in accordance with Article V, Section 9; or for failure to maintain Access Programming Logs as required by Article V, Section 6, or for failure to grant to the Issuing Authority or its authorized representatives access to the books, records, accounts and facilities at such reasonable times and at such reasonable places as the Issuing Authority or its authorized

representatives may require, in accordance as required by Article V, Section 12, \$25.00 per day; and

- (e) For any other breach of this Access Agreement as may be determined by the MUNICIPALITY in the manner as provided in Article VIII, Section 1, \$50.00 per day.

Liquidated damages are a non-exclusive remedy and may be used alone, or in combination with any other remedy for breach permitted under Article VIII, Section 1.

#### **Article IX – FUNDING/ANNUAL SUPPORT/FUND RAISING**

S.M.A.C. shall be funded by annual and/or periodic grant payments, or by a combination of the two, made to it directly by the LICENSEES, or any future funding source for PEG Access Programming and/or the MUNICIPALITY pursuant to the relevant provisions of the Cable Licenses or as those Licenses may be supplanted or replaced by agreement or otherwise with any other method of distributing CATV or CATV-like content. The grant payments provided by the Cable Licenses may be made by LICENSEES directly to S.M.A.C. in accordance with the terms of the respective Cable Licenses, and upon written request of the Issuing Authority to the LICENSEES. S.M.A.C. shall invoice the MUNICIPALITY monthly in arrears payable within thirty (30) days.

S.M.A.C. shall maintain an account at a banking/financial institution located in Stoughton where operating funds are held. This requirement shall not interfere with S.M.A.C.'s ability or the Board of Director's or Officers' fiduciary duties to S.M.A.C. including to obtain favorable interest rates and to make the best use of the Corporation's assets.

After providing fourteen (14) days written notice to the Issuing Authority, S.M.A.C. may also undertake its own non-profit fundraising campaigns or drives. S.M.A.C. may also directly receive, or through the MUNICIPALITY, ~~any future funding~~ for PEG Access from state, federal or other public or private entities.

#### **Article X – CABLE ADVISORY COMMITTEE**

At the discretion of the Issuing Authority, the Issuing Authority may vest S.M.A.C. with such power and authority as the Issuing Authority may lawfully and from time to time delegate to S.M.A.C. regarding a Cable Advisory Committee.

#### **Article XI – ACCESS CORPORATION ORGANIZATION**

##### **Section 1: Board of Directors.**

The Access Corporation shall have a Board of Directors composed as provided by Article III of the Access Corporation's By-Laws as they currently exist or as they may from time to time be amended.

The Board of Directors shall have all of the usual overall policy setting and oversight powers customary for a corporate Board of Directors provided by law and by its By-Laws.

**Section 2:**     Access Corporation Officers.

The selection, duties, and terms of the Access Corporate Officers shall be as provided by the Access Corporation's By-Laws and Policies, Rules and Procedures duly adopted or in use by S.M.A.C. ("Policies, Rules and Procedures").

**Section 3:**     Access Corporation Members.

The Board of Directors may establish membership in the Access Corporation under such terms and conditions as it may deem necessary or desirable to promote public participation in, and funding of, the Access Corporation, and consistent always with the provisions of Article II of the Access Corporation By-Laws as they currently exist or as they may from time to time be amended and S.M.A.C.'s Policies, Rules and Procedures.

**Section 4:**     Access Corporation By-Laws.

The Access Corporation By-Laws, as adopted by the incorporators at the time of incorporation and thereafter as may be amended, shall serve as the effective By-Laws of the Access Corporation.

Within forty-five (45) days of the full execution of this Agreement, S.M.A.C. shall update and amend its By-Laws as may be necessary or advisable to be consistent with this Agreement.

## Article XII – MISCELLANEOUS

**Section 1:**     Assignment and Successors Bound.

This Access Agreement shall inure to the benefit of the MUNICIPALITY and to their successors and assigns. No assignment of any legal right may be made by S.M.A.C. without the express written consent of the MUNICIPALITY except as may be required by law or necessary in the judgment of the employees, officer(s) and or director(s) of S.M.A.C. to discharge their fiduciary duties to S.M.A.C.

**Section 2:**     Waiver and Amendment.

Nothing in this Access Agreement shall prevent all Parties from agreeing to waive or amend any provisions of this Agreement by mutual agreement. Any such waiver must be confirmed by all Parties in writing. No amendment shall be made to this Access Agreement unless executed in full in the same form as the original Agreement. No waivers or amendments agreed, in writing, upon or pursuant to this section, shall prejudice any remaining provisions of this Access Agreement and all such remaining provisions shall at all times remain in full force and effect.

**Section 3: Construction.**

The headings herein are for reference and convenience only and shall not be a factor in the interpretation of this ACCESS AGREEMENT. This ACCESS AGREEMENT shall be interpreted and construed under the laws of the Commonwealth of Massachusetts without regard to its conflict of laws provision(s). The Parties agree that any dispute arising out of or related to this Access Agreement shall be decided exclusively by the state or federal courts located in the Commonwealth of Massachusetts.

**Section 4: Severability.**

If any provision of this ACCESS AGREEMENT is determined to be illegal or unenforceable by any court, to the maximum extent possible such determination shall have no effect upon the validity of all remaining sections of the Agreement which shall remain in full force and effect for the full term of this Agreement.

**Section 5: Force Majeure.**

If by any reason of Force Majeure any party is unable in whole or in part to carry out its obligations under this ACCESS AGREEMENT, that party shall not be deemed to be in breach or default during the pendency of such inability. The term "Force Majeure," as used in this ACCESS AGREEMENT shall have the following meanings: Act of God; act of public enemy; orders of any kind of the government of the United States of America, Commonwealth of Massachusetts or of any of their departments, subdivisions, officials, or of any civil or military authorities; insurrections; riot; epidemic; pandemic; landslide; lightning; earthquake; fires; hurricanes, volcanic activity; storms; floods; wash outs; droughts; civil disturbances; explosions; strikes; acts of terrorism; and unavailability of essential personnel, equipment, services, or material beyond the control of any Party.

**Section 6: Entire Agreement.**

This Access Agreement contains the entire agreement between the Parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed except by an instrument in writing executed by the Parties and in the same form as this Agreement.

**Section 7: Notice.**

Any notice delivered hereunder shall be valid if ~~delivered in hand to or~~ sent by a national, overnight delivery service that maintains and makes available proof of delivery to the following addresses which may be revised in writing by the Town of Stoughton or S.M.A.C.:

The MUNICIPALITY:

Town of Stoughton:

Chair, Select Board

Stoughton Town Hall  
10 Pearl Street  
Stoughton, MA 02072

Stoughton Media Access Corp.:

President, Stoughton Media Access Corp.  
421 Page St., Suite 2  
Stoughton, MA 02072

**Article XIII – EXECUTION**

***TOWN OF STOUGHTON, MASSACHUSETTS,***  
By its Select Board,

\_\_\_\_\_  
Debra Roberts, Chair

Dated: \_\_\_\_\_

\_\_\_\_\_  
Joseph M. Mokrisky

Dated: \_\_\_\_\_

\_\_\_\_\_  
Stephen M. Cavey

Dated: \_\_\_\_\_

\_\_\_\_\_  
Scott Carrara

Dated: \_\_\_\_\_

\_\_\_\_\_  
Louis F. Gitto

Dated: \_\_\_\_\_

***STOUGHTON MEDIA ACCESS CORP.***  
By its President,

\_\_\_\_\_  
Robert Mullen  
President, Duly Authorized

Dated: \_\_\_\_\_

ACCESS CORPORATION  
AGREEMENT

BETWEEN

STOUGHTON MEDIA ACCESS  
CORPORATION  
("S.M.A.C.")

AND THE  
TOWN OF STOUGHTON, MA.

## Article I – PREAMBLE

WHEREAS, the Town of Stoughton, which is a municipal corporation organized under the laws of the Commonwealth of Massachusetts (“MUNICIPALITY”), acting by and through its Select Board, issued a Cable Television Renewal License (“Renewal License”) to Comcast Cable Communications, Inc. (“Comcast”), as well as an initial cable television license to Verizon New England, Inc. (“Verizon”) (together, “Cable Licensees”) both for the provision of cable television services via cable and or fiber optics within its municipal boundaries, and

WHEREAS, the Cable Licenses provide for Comcast and Verizon to make to the MUNICIPALITY certain annual and periodic grants of money called “PEG Access Support” and

WHEREAS, it is the intent of the MUNICIPALITY that such annual grants and or any future funding source for PEG Access Programing (“Public Educational and Governmental Access”) should be used for the support and furtherance of PEG Access Channels pursuant to 47 U.S.C. §531, and

WHEREAS, Stoughton Media Access Corp. (“S.M.A.C.”) fulfills the mission of providing the PEG Access Channels provided by the LICENSEES to the MUNICIPALITY pursuant to 47 U.S.C. §531, and

WHEREAS, it is the intent of the Town of Stoughton to participate in the provision of PEG Access Services to the residents of Stoughton as more fully provided by the terms of this Agreement, and by the terms of the Cable Licenses issued by the Stoughton Select Board to Comcast and Verizon, and

NOW THEREFORE, it is agreed by and between the Town of Stoughton, acting by and through its Select Board, and S.M.A.C., acting by and through its Board of Directors (“the Parties”), as follows:

## Article II – DEFINITIONS

For the purpose of this agreement the following words, terms, phrases, and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the plural include the singular, and words used in the singular include the plural. The word “shall” is mandatory.

1. Access Agreement, or Agreement: The Access Corporation Agreement between the Stoughton Media Access Corporation, (“S.M.A.C.”), and the Town of Stoughton.
2. Access Channel: A video channel which the Licensee(s) shall make available without charge for the purpose of transmitting programming by members of the public, Town departments, and agencies, public schools, educational, institutional, and similar organizations.

3. Access Corporation: Stoughton Media Access Corporation ("S.M.A.C."), the ACCESS CORPORATION, designated by the Select Board of the Town of Stoughton pursuant to Article III of this Agreement, and to the relevant sections of the Cable Licenses for the Town of Stoughton.
4. Access Facility: The location from which the Access Corporation operates the public, educational and municipal access functions; at a studio located in the Town of Stoughton, Massachusetts.
5. Access Programming: Programs on the designated Access Channels which shall be non-commercial within the standards for underwriting applicable to the Public Broadcasting Service (PBS), or the standards necessary for S.M.A.C. to maintain its tax-exempt status within the applicable regulations of the Internal Revenue Service, and such programming excludes political advertising.
6. CATV: Cable Access Television.
7. Cable Advisory Committee: The Stoughton Cable Advisory Committee as it may be appointed by the Select Board.
8. Cable Licenses, or Renewal Licenses: The license agreements between Stoughton and Comcast and Verizon (the current "LICENSEES"), authorizing LICENSEES to own, operate and maintain the Cable or similar Television Systems in the MUNICIPALITY.
9. Commercial Program: Programming from which revenue is derived, by any party, and programming the purpose of which is to conduct trade or commerce. It shall not include programming supported by underwriting grants or contributions of any kind.
10. Downstream Channel: A channel over which signals travel from the system headend to an authorized location within the system.
11. Educational Access: Any channel or time thereon which has been allocated for educational use in accordance with this Agreement, the License Agreements, and 47 U.S.C. §531.
12. Governmental Access: Any channel or time thereon which has been allocated for governmental use by the MUNICIPALITY, the Issuing Authority, or municipal agencies in accordance with this Agreement and 47 U.S.C. §531.
13. Issuing Authority: The Select Board of the Town of Stoughton, who is party to this Agreement.
14. Licensee: Comcast or Verizon, or their authorized transferees or successors in the provision of PEG Programming and Access Channels as herein defined.
15. Municipality (or "Town"): The Town of Stoughton, Massachusetts.

16. Public Access: The availability for use by any resident of, or any organization based in or serving the MUNICIPALITY, of designated public access facilities, equipment, training and/or channels of the Cable Television System, as provided in the Cable Licenses with the MUNICIPALITY and in accordance with 47 U.S.C. §531.

17. "S.M.A.C.": The non-profit corporation known as Stoughton Media Access Corporation, designated by the Select Board to manage and operate public, educational and government Cable Access TV in the Town of Stoughton in accordance with this Agreement and 47 U.S.C. §531.

18. Upstream Channels: A channel over which signals travel from an authorized location to the cable system headend.

### Article III – DESIGNATION

Pursuant to the respective Articles and provisions in the Cable Licenses or as they may be hereafter amended or renewed, or as they may be supplanted or replaced by agreement or otherwise with any other method of distributing CATV or CATV-like content, the Select Board, as Issuing Authority, hereby Designates Stoughton Media Access Corporation ("S.M.A.C.") as its Designee and ACCESS CORPORATION within the meaning of that term as currently employed in the Cable Licenses for the Town of Stoughton or as hereafter amended or renewed or supplanted or replaced by agreement or otherwise. This Designation hereby authorizes S.M.A.C. to receive certain PEG Access grants, as more fully set forth in the Cable Licenses for the Town of Stoughton, and further authorizes S.M.A.C. to operate for the MUNICIPALITY the PEG Access channels and services described in the relevant terms of the Cable Licenses.

### Article IV – TERM OF DESIGNATION

Unless otherwise terminated with the Designation withdrawn for good cause shown as provided in Article VII of this Access Agreement, the term of this Designation shall become effective when executed by all Parties hereto, and this Access Agreement shall continue unless terminated for good cause shown as provided in Article VII.

### Article V – OBLIGATIONS OF ACCESS CORPORATION

#### Section 1: Public Access Use: Operating Rules and Procedures.

S.M.A.C. shall be solely responsible for its management and the operation of Public Access Programming on the cable system in the MUNICIPALITY, including training, quality of originated signals in cooperation with Comcast or Verizon or successor Licensee(s), scheduling the Public Access Channel(s) and managing the Access Facilities and equipment. S.M.A.C. shall promulgate and maintain a set of access operating rules and procedures which ensure that training, equipment, facilities, and Access Channel time shall be available to residents of the Town of Stoughton and educational, governmental, health care, arts, religious, business, civic, and other entities, which are based in or serve the MUNICIPALITY. These rules shall ensure the right to use Access Channels, facilities,

and equipment on a non-discriminatory, first-come, first-served basis subject to the terms of this Access Agreement and subject also to S.M.A.C.'s goal of establishing regularly scheduled programming. Access user compliance with such rules shall be monitored by S.M.A.C. and periodically reviewed by the Issuing Authority of the MUNICIPALITY.

**Section 2: Programming on the Public Access Channel.**

Editorial discretion, the content of programming and the liability for programming placed on those Access Channel(s) which are operated by S.M.A.C. shall solely reside in and be the sole responsibility of the access producers and S.M.A.C. and not the MUNICIPALITY nor their LICENSEES. Notwithstanding the foregoing, S.M.A.C. programming shall be designed to achieve the purposes set forth in S.M.A.C.'s Articles of Incorporation and Bylaws and shall consist of Access Programming as defined in the Cable Licenses and by law. To these ends:

(a) S.M.A.C. shall not sell to a third party any proprietary interest that S.M.A.C. may have in any Access Programming without first offering LICENSEES the right to purchase such interest by matching the best good faith offer tendered in writing by the third party;

(b) All liability, license and copyright fees associated with the programming produced by S.M.A.C. or placed on the access channels serving the MUNICIPALITY shall be the sole responsibility of S.M.A.C.

**Section 3: Coverage of Local Meetings.**

S.M.A.C. shall be solely responsible for providing live coverage of all regularly scheduled meetings of the Select Board, School Committee and Town Meeting for the MUNICIPALITY, to the fullest extent practicable and possible. In addition to the foregoing, S.M.A.C. shall provide live coverage of one additional public meeting, per quarter, if requested by the MUNICIPALITY, upon thirty (30) days written notice, to the fullest extent practicable and possible.

**Section 4: Cooperation with School Department.**

S.M.A.C. shall cooperate with the school department of the MUNICIPALITY in partnership and assist in the coverage of important or significant school events, provided the request is made in writing at least thirty (30) days prior to such event, and further provided that sufficient S.M.A.C. resources are available for the requested coverage.

**Section 5: Cooperation with Municipal Government.**

S.M.A.C. shall cooperate with the Issuing Authority of the MUNICIPALITY in the coverage of governmental meetings, based on available resources.

The president of the S.M.A.C. Board of Directors or his or her designee shall provide the Select Board with a quarterly update on the status of operations and capital

planning to facilitate communication, transparency, and compliance with this Agreement. Any representative of the MUNICIPALITY may attend meetings of the S.M.A.C. Board of Directors that are open to the public. The Select Board may designate any of its members and/or the Town Manager as the liaison to the S.M.A.C. Board of Directors to further facilitate communication, transparency, and compliance with this Agreement.

**Section 6: Logs.**

S.M.A.C. shall keep a log of all Access Programming transmitted on the Access Channel(s) and the names and addresses of all access producers. The logs will be available for public inspection and retained for not less than two years.

**Section 7: Insurance.**

(a) At all times during the term of this Access Agreement, S.M.A.C. shall obtain, pay premiums for, and keep current the following policies of insurance:

(1) A General Commercial liability policy with a minimum liability coverage of One Million Dollars (\$1,000,000.00) for injury or death to any one person in any one occurrence and Two Million Dollars (\$2,000,000.00) for injury to two (2) or more persons in any one occurrence arising out of any S.M.A.C. activity under this Access Agreement;

(2) Property damage insurance policy for any and all claims of property damage occasioned or alleged to be occasioned by any S.M.A.C. activity under this Access Agreement, including but not limited to the construction, installation, maintenance or operation of a cable television access studio under this Access Agreement, with a minimum liability coverage of One Million Dollars (\$1,000,000.00) for damage to the property of any one person in any one occurrence and Two Million Dollars (\$2,000,000.00) for damage to the property of two (2) or more persons in any one occurrence;

(3) Automobile liability insurance for owned, leased or borrowed by S.M.A.C. automobiles, non-owned automobiles and/or rented automobiles undertaking S.M.A.C. business in the amount of:

(A) One Million Dollars (\$1,000,000.00) for bodily injury and consequent death per occurrence;

(B) One Million Dollars (\$1,000,000.00) for bodily injury and consequent death to any one person; and

(C) Five Hundred Thousand Dollars (\$500,000.00) for property damage per occurrence.

(4) Worker's Compensation in the minimum amount provided by statute.

(5) Producers' Liability Insurance in the amount of One Million Dollars (\$1,000,000) to cover slander, libel, copyright infringement, infliction of emotional distress, and invasion of privacy or publicity rights.

(b) For all insurance policies required by this Access Agreement, the following conditions shall apply:

(1) Such Insurance shall commence no later than thirty (30) days following the establishment of the Access Corporation, or the date of the execution of this Agreement, whichever shall occur last;

(2) Such Insurance shall be primary with respect to any insurance maintained by the MUNICIPALITY and shall not call upon the MUNICIPALITY'S insurance for contribution;

(3) Such Insurance shall be obtained from brokers or carriers licensed to transact business in the Commonwealth of Massachusetts;

(4) Evidence of compliance in the form of certificates of Insurance shall be submitted to the MUNICIPALITY periodically during the term or terms of this Access Agreement.

**Section 8. Indemnification by Access Corporation of MUNICIPALITY.**

S.M.A.C. shall defend, indemnify and hold harmless the MUNICIPALITY, its officials, boards, commissions, agents and/or employees and LICENSEES, and their officers, employees, servants and agents, from and against any claim made by a third party, without limitation, arising from S.M.A.C.'s activities under this Access Agreement, whether expressly authorized by such Agreement or otherwise, including but not limited to claims in the nature of libel, slander, copyright infringement, infliction of emotional distress, and invasion of privacy or publicity rights, non-compliance with applicable laws, license fees and reasonable attorneys' fees. In addition, S.M.A.C. shall, in its rules for public access, require every access user to indemnify LICENSEE, S.M.A.C. and the MUNICIPALITY, and to defend, indemnify and hold them harmless against any claims arising out of any program or program material produced and/or cablecast by it, including but not limited to claims in the nature of libel, slander, invasion of privacy, obscenity, civil rights or publicity rights, non-compliance with applicable laws, license fees, unauthorized use of copyrighted material, and infliction of emotional distress including reasonable attorneys' fees.

**Section 9: Review, Annual Report and/or Audit.**

Reviews, reports or audits of its finances and operations shall be conducted and provided annually by S.M.A.C. as may be required by the regulations of the Attorney General as they may be amended, to its members, if any, to the Stoughton Cable Advisory Committee, to the Issuing Authority and MUNICIPALITY, and if requested, to

LICENSEES within ninety (90) days after the close of S.M.A.C.'s fiscal year or within sixty (60) days after the filing of its state and federal tax returns, including any tax extensions filed by S.M.A.C., whichever is later, or at such other time as may be agreed upon by the Parties.

Current Attorney General guidelines provide that an audit is required if an organization's gross support and revenue exceeds \$500,000 in a fiscal year. Organizations with gross support and revenue of more than \$200,000 up to \$500,000 in a fiscal year are required to complete an annual review.

Review of S.M.A.C.'s performance by the MUNICIPALITY, its Issuing Authority, or its designee(s) ("Performance Review"), if conducted, shall be conducted fifteen business days after receipt of the annual review, report, or audit from S.M.A.C. and written notice to S.M.A.C. or at such other time as mutually agreed by the Parties. The Performance Review shall be conducted at a duly noticed meeting of the Select Board at which S.M.A.C. shall be heard. At any such Performance Review all S.M.A.C. officers, directors, attorneys, agents, or managers requested by S.M.A.C., the MUNICIPALITY or its Issuing Authority or designees shall be in attendance. In the event the MUNICIPALITY determines it requires a designee or third party to conduct a Performance Review or Audit, such third party shall be impartial, objective, disinterested, and professionally qualified. Any substantive issues, deficiencies, breaches or defaults raised or found by the MUNICIPALITY, its Issuing Authority, or its designee as a result of the Performance Review shall be provided to the S.M.A.C. Board of Directors by written notice within sixty (60) days of the Performance Review and any determination shall follow the procedures set forth in Article VIII, Section 1 of this Agreement.

**Section 10: Status as Non-Profit 501(c)(3) Corporation.**

S.M.A.C. shall, throughout the term of this Access Agreement, maintain its status as a non-profit 501(c)(3) corporation, securing and maintaining all requisite legal designations, and filing all appropriate periodic statements, forms or reports as may be required from time to time by law or regulation. S.M.A.C. shall otherwise maintain compliance with all applicable laws, rules and regulations of the MUNICIPALITY, Commonwealth of Massachusetts, and the United States of America as shall be enacted from time to time.

**Section 11: Maintenance of Records, Equipment and Property; Equipment Inventory.**

S.M.A.C. shall maintain accurate books, records, and logs of its financial and programming activities, and it shall maintain the facilities and equipment provided to it in good repair and safekeeping. Annually, at the time of filing the Annual Review, Report and/or Audit, S.M.A.C. shall provide to the Issuing Authority an inventory of said equipment and facilities together with a statement of its condition and corrective action, if any needed, taken or recommended to be taken to maintain all items in satisfactory condition.

S.M.A.C. shall prepare and approve annually a revolving three (3) year capital budget that identifies equipment requiring replacement due to obsolescence or that has or will reach the expiration of its anticipated useful life during that three (3) year term. This information shall be included in the president's quarterly update to the Select Board, in accordance with Article V, Section 5 of this Agreement.

**Section 12: Access to Records.**

S.M.A.C. shall allow the MUNICIPALITY, and/or its authorized designees(s) access to the books, records, accounts, and facilities of S.M.A.C. referenced in Paragraph 11 at such reasonable times and in such reasonable places as the MUNICIPALITY may require to ensure compliance with this Access Agreement.

**Section 13: Political Activities Prohibited.**

No funds nor facilities nor equipment provided hereunder shall be used for any partisan political activity or to further the election or defeat of any particular candidate for public office. Such prohibition shall not apply to public interest forums, public presentations or the like where the facilities are available for the expression of all points of view for informational purposes.

**Section 14: Reversion of Property Upon Termination.**

Within such time as S.M.A.C. may reasonably wind down its operations, employment and contract obligations, including any real property or other lease(s) and financial obligations after termination of this ACCESS AGREEMENT, title to all property, equipment, facilities, and undisbursed funds and all other assets of the Access Corporation shall be transferred to the MUNICIPALITY, or to its Issuing Authority, or to their designees. S.M.A.C. shall cooperate fully with the MUNICIPALITY and its Issuing Authority or designees in effecting a smooth and prompt transfer of its assets and transition of its services to alternative provider(s).

**Section 15: Audio Video Recording of S.M.A.C. Meetings.**

S.M.A.C. shall record by audio and video or livestream its Annual Meeting and make it available on the Access Channel. S.M.A.C. may record by audio and video or livestream Special Meetings or other meetings of the members of S.M.A.C. or its Board of Directors.

**Section 16: Notice of Board of Directors Meetings.**

While the Massachusetts Open Meeting Law (M.G.L. Ch. 30A, §§ 18-25) does not apply to S.M.A.C., S.M.A.C. shall provide notice of all meetings of the Board of Directors in the following manner: S.M.A.C. shall provide notice of the meeting to the Town Clerk's Office and post a notice on its website 48 hours before the meeting, excluding Saturdays, Sundays, and holidays; in an emergency, the notice shall be posted as soon as reasonably possible prior to the meeting.

## Article VI – ADDITIONAL TERMS

Additional terms, for any length of time, may be mutually agreed upon by the Parties in writing.

## Article VII – TERMINATION

This Access Agreement, and/or any subsequent Designation or extension thereof made under authority of this Access Agreement, shall terminate upon the occurrence of any of the following events:

(A) The filing of bankruptcy of S.M.A.C.;

(B) The expiration of the then-current Term as defined in Article IV hereof, or any extension of the Term, including by course of dealing, of this Access Agreement, or in the event that the MUNICIPALITY terminates this Agreement with the Designation for good cause shown, in the manner provided in Article VIII, terminating S.M.A.C. as its PEG Access provider; or

(C) The withdrawal of Designation by the MUNICIPALITY arising from any breach of this Access Agreement by S.M.A.C. which remains outstanding and uncured in whole or in part following notice, opportunity to cure, and an opportunity to be heard at a duly noticed meeting of the Select Board as more fully provided in Article VIII of this Access Agreement.

## Article VIII – BREACH AND SANCTIONS

### Section 1: Determination of Breach.

Upon determining that a possible material breach of this Access Agreement may have occurred, the MUNICIPALITY shall serve written notice of such possible breach upon S.M.A.C. Upon receipt of such written notice of possible breach, S.M.A.C. shall have sixty (60) days to respond in one of the following ways: (1) cure such breach and report the cure to the MUNICIPALITY; (2) provide the MUNICIPALITY with proof that such breach did not occur; (3) if the breach was due to any fault on the part of S.M.A.C., but for reasons beyond its control, and such breach cannot be cured within sixty (60) days, provide proof of same to the MUNICIPALITY, and a reasonable, detailed timetable for correction and cure; or (4) if the breach was not due to any fault on the part of S.M.A.C. and cannot be cured within sixty (60) days, provide proof of same to the MUNICIPALITY and a reasonable, detailed timetable for cure. S.M.A.C. shall submit such response(s) for approval by the MUNICIPALITY which shall take up the issue within a reasonable time thereafter at a duly noticed meeting of the Select Board with an opportunity for S.M.A.C. to be heard and at which the Select Board shall make its determination whether a breach occurred, has been cured or is waived by the MUNICIPALITY.

If, after notification, opportunity to respond including to cure and to be heard as provided in this section, the MUNICIPALITY determines that a breach of this Access Agreement did occur, and that such breach was not cured or otherwise excused or waived within the time duly specified by the procedures set forth in this section, the MUNICIPALITY may elect one or more of the following remedies 10 days after sending written notice to S.M.A.C. of the determination: (1) withdraw its Designation of S.M.A.C. granted under Article III of this Access Agreement, and thereby terminate this Access Agreement; (2) impose Liquidated Damages as set forth in Section 2 of this Article; (3) impose any other sanction as may be lawfully determined to be reasonable under the circumstances; or (4) excuse or waive the breach for good cause shown. The MUNICIPALITY shall send S.M.A.C. written notice of its determination of its election of remedies (1) – (4) within two (2) business days of its determination.

**Section 2: Liquidated Damages.**

Liquidated damages up to the amount set forth below, from the day of the notice of the MUNICIPALITY'S determination of its election in the final sentence of Section 1 above, may be assessed against S.M.A.C. by the MUNICIPALITY after determining a breach of this Access Agreement after notice and opportunity to respond including to cure as set forth in Section 1 of Article VIII. Upon assessment of such damages, the MUNICIPALITY may require S.M.A.C. to pay such damages to the MUNICIPALITY within thirty (30) days of its receipt of such a written demand for payment. Failure to pay such damages within thirty (30) days of receipt of a written demand shall itself constitute a breach of this Access Agreement. In the event of ongoing penalties, successive and non-cumulative written demands may be sent.

- (a) For failure to maintain qualified, fully trained, and competent personnel to manage and operate the Public Access Program, to ensure compliance with Article V, Section 1, \$50.00 per day;
- (b) For failure to provide live coverage of local meetings in accordance with Article V, Section 3, \$50.00 per day;
- (c) For failure to maintain insurance policies required by Article V, Section 7, \$25.00 per day;
- (d) For failure to prepare or produce Annual Review, Report or Audit in accordance with Article V, Section 9; or for failure to maintain Access Programming Logs as required by Article V, Section 6, or for failure to grant to the Issuing Authority or its authorized representatives access to the books, records, accounts and facilities at such reasonable times and at such reasonable places as the Issuing Authority or its authorized representatives may require, in accordance with Article V, Section 12, \$25.00 per day; and
- (e) For any other breach of this Access Agreement as may be determined by the MUNICIPALITY in the manner provided in Article VIII, Section 1, \$50.00 per day.

Liquidated damages are a non-exclusive remedy and may be used alone, or in combination with any other remedy for breach permitted under Article VIII, Section 1.

#### **Article IX – FUNDING/ANNUAL SUPPORT/FUND RAISING**

S.M.A.C. shall be funded by annual and/or periodic grant payments, or by a combination of the two, made to it directly by the LICENSEES, or any future funding source for PEG Access Programming and/or the MUNICIPALITY pursuant to the relevant provisions of the Cable Licenses or as those Licenses may be supplanted or replaced by agreement or otherwise with any other method of distributing CATV or CATV-like content. The grant payments provided by the Cable Licenses may be made by LICENSEES directly to S.M.A.C. in accordance with the terms of the respective Cable Licenses, and upon written request of the Issuing Authority to the LICENSEES. S.M.A.C. shall invoice the MUNICIPALITY monthly in arrears payable within thirty (30) days.

S.M.A.C. shall maintain an account at a banking/financial institution located in Stoughton where operating funds are held. This requirement shall not interfere with S.M.A.C.'s ability or the Board of Director's or Officers' fiduciary duties to S.M.A.C. including to obtain favorable interest rates and to make the best use of the Corporation's assets.

After providing fourteen (14) days written notice to the Issuing Authority, S.M.A.C. may also undertake its own non-profit fundraising campaigns or drives. S.M.A.C. may also directly receive, or through the MUNICIPALITY, funding for PEG Access from state, federal or other public or private entities.

#### **Article X – CABLE ADVISORY COMMITTEE**

At the discretion of the Issuing Authority, the Issuing Authority may vest S.M.A.C. with such power and authority as the Issuing Authority may lawfully and from time to time delegate to S.M.A.C. regarding a Cable Advisory Committee.

#### **Article XI – ACCESS CORPORATION ORGANIZATION**

##### **Section 1: Board of Directors.**

The Access Corporation agrees it shall have a Board of Directors composed of up to five directors: (1) Two directors shall be appointed by the Select Board for a term of two (2) years, one of whom should be a Senior Citizen (65 years or older) if possible, and each of whom shall be Stoughton residents; (2) One director shall be appointed by the School Committee for a term of two (2) years and shall be a Stoughton resident. The remaining directors shall be determined as provided by Article III of the Access Corporation's Bylaws as they may be amended.

The Access Corporation agrees its Board of Directors shall have all of the usual overall policy setting and oversight powers customary for a corporate Board of Directors provided by law and by its Bylaws as they may be amended.

**Section 2: Access Corporation Officers.**

The Access Corporation agrees the selection, duties, and terms of the Access Corporate Officers shall be as provided by the Access Corporation's Bylaws and Policies, Rules and Procedures as they may be amended.

**Section 3: Access Corporation Members.**

The Access Corporation agrees its Board of Directors may establish membership in the Access Corporation under such terms and conditions as it may deem necessary or desirable to promote public participation in, and funding of, the Access Corporation, and consistent with the provisions of Article II of the Access Corporation Bylaws and Policies and Procedures as they may be amended.

**Section 4: Access Corporation Bylaws.**

The Access Corporation Bylaws, as adopted by the incorporators at the time of incorporation and thereafter as may be amended, shall serve as the effective Bylaws of the Access Corporation.

The Access Corporation agrees that within forty-five (45) days of the full execution of this Agreement, S.M.A.C. shall update and amend its Bylaws as may be necessary or advisable to be consistent with this Agreement.

**Article XII – MISCELLANEOUS**

**Section 1: Assignment and Successors Bound.**

This Access Agreement shall inure to the benefit of the MUNICIPALITY and to their successors and assigns. No assignment of any legal right may be made by S.M.A.C. without the express written consent of the MUNICIPALITY except as may be required by law or necessary in the judgment of the employees, officer(s) and or director(s) of S.M.A.C. to discharge their fiduciary duties to S.M.A.C.

**Section 2: Waiver and Amendment.**

Nothing in this Access Agreement shall prevent all Parties from agreeing to waive or amend any provisions of this Agreement by mutual agreement. Any such waiver must be confirmed by all Parties in writing. No amendment shall be made to this Access Agreement unless executed in full in the same form as the original Agreement. No waivers or amendments agreed, in writing, upon or pursuant to this section, shall prejudice any remaining provisions of this Access Agreement and all such remaining provisions shall at all times remain in full force and effect.

**Section 3: Construction.**

The headings herein are for reference and convenience only and shall not be a factor in the interpretation of this ACCESS AGREEMENT. This ACCESS AGREEMENT shall be interpreted and construed under the laws of the Commonwealth of Massachusetts without regard to its conflict of laws provision(s). The Parties agree that any dispute arising out of or related to this Access Agreement shall be decided exclusively by the state or federal courts located in the Commonwealth of Massachusetts.

**Section 4: Severability.**

If any provision of this ACCESS AGREEMENT is determined to be illegal or unenforceable by any court, to the maximum extent possible such determination shall have no effect upon the validity of all remaining sections of the Agreement which shall remain in full force and effect for the full term of this Agreement.

**Section 5: Force Majeure.**

If by any reason of Force Majeure any party is unable in whole or in part to carry out its obligations under this ACCESS AGREEMENT, that party shall not be deemed to be in breach or default during the pendency of such inability. The term "Force Majeure," as used in this ACCESS AGREEMENT shall have the following meanings: Act of God; act of public enemy; orders of any kind of the government of the United States of America, Commonwealth of Massachusetts or of any of their departments, subdivisions, officials, or of any civil or military authorities; insurrections; riot; epidemic; pandemic; landslide; lightning; earthquake; fires; hurricanes, volcanic activity; storms; floods; wash outs; droughts; civil disturbances; explosions; strikes; acts of terrorism; and unavailability of essential personnel, equipment, services, or material beyond the control of any Party.

**Section 6: Entire Agreement.**

This Access Agreement contains the entire agreement between the Parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed except by an instrument in writing executed by the Parties and in the same form as this Agreement.

**Section 7: Notice.**

Any notice delivered hereunder shall be valid if sent by a national, overnight delivery service that maintains and makes available proof of delivery to the following addresses which may be revised in writing by the Town of Stoughton or S.M.A.C.:

The MUNICIPALITY:

Town of Stoughton:

Chair, Select Board  
Stoughton Town Hall

10 Pearl Street  
Stoughton, MA 02072

Stoughton Media Access Corp.:

President, Stoughton Media Access Corp.  
421 Page St., Suite 2  
Stoughton, MA 02072

**SIGNED AS A SEALED AGREEMENT:**

***TOWN OF STOUGHTON, MASSACHUSETTS,***  
By its Select Board,

\_\_\_\_\_  
Debra Roberts, Chair

Dated: \_\_\_\_\_

\_\_\_\_\_  
Joseph M. Mokrisky

Dated: \_\_\_\_\_

\_\_\_\_\_  
Stephen M. Cavey

Dated: \_\_\_\_\_

\_\_\_\_\_  
Scott Carrara

Dated: \_\_\_\_\_

\_\_\_\_\_  
Louis F. Gitto

Dated: \_\_\_\_\_

***STOUGHTON MEDIA ACCESS CORP.***  
By its President,

\_\_\_\_\_  
Robert Mullen  
President, Duly Authorized

Dated: \_\_\_\_\_



Mead, Talerman & Costa, LLC  
Attorneys at Law

730 Main Street, Suite 1F  
Millis, MA 02054  
Phone 508.376.8400

www.mtclawyers.com

TO: SELECT BOARD  
CC: THOMAS CALTER, TOWN MANGER AND BRIAN WINNER, ESQ.  
FM: BRIAN WINNER, ESQ.  
RE: SMAC ACCESS AGREEMENT RENEWAL FY24 –  
PROPOSED NEW/REVISED TERMS  
DA: JUNE 14, 2023, REVISED JULY 19, 2023

Having conferred with representatives of the Town regarding the proposed, renewed "Access Corporation Agreement," (the "Agreement"), we proposed the below terms to representatives of SMAC as new and/or revised provisions to the draft September 13, 2022 Agreement. Chair Roberts and Vice Chair Cavey, along with Town Manager Calter and me, held meetings with SMAC's representatives, and its counsel, on June 1, 2023, June 15, 2023 and June 29, 2023. Ultimately, SMAC agreed to each of the terms we proposed, or a substantially similar terms, with very few exceptions. Each of the original proposed terms are noted below followed by the final disposition on that item in italics. The new/revised terms as negotiated are incorporated in the "track-changes" and final versions of the new Access Agreement. Of course, these terms and the Access Agreement in its entirety are subject to the Select Board's review and approval and the Board has the ultimate and final authority as to whether or not to enter into a new agreement and, if so, upon which terms. Accordingly, we will defer to the Board's judgment as to each and every one of these matters and as to whether the revised Access Agreement is acceptable.

1. **ARTICLE V/XI** - The Agreement shall provide that there shall be an independent, three (3) member oversight committee consisting of two (2) Selectboard members and the Town Manager which is authorized and required to liaison with SMAC to facilitate communication, transparency and compliance with the Agreement and SMAC's bylaws and that SMAC shall cooperate and not unreasonably interfere with same.

*New language is incorporated into Article V, paragraph 5, page 5. It requires the president of the SMAC Board of Directors to appear quarterly before the Select Board and provide a report on operations and capital. It also authorizes the Select Board to designate a liaison or liaisons to attend Directors meetings.*

2. **ARTICLE V, Section 11/Article XI, Section 4** -The Agreement shall provide that, within forty-five (45) days of the Agreement being fulling executed, SMAC's Bylaws shall be amended so that its provisions are consistent with the new Agreement.

*This requirement has been incorporated into Article XI, Section 4, page 13.*

Newburyport Office  
30 Green Street  
Newburyport, MA 01950  
Phone 978.463.7700  
Fax 978.463.7747

3. **ARTICLE IX** - The Agreement shall provide that all SMAC funds shall be depositing and maintained in a banking/financial institution located in Stoughton.

*This requirement has been incorporated into Article IX, page 12.*

4. **ARTICLE V, Section 9** - The Agreement shall provide that SMAC shall annually submit to a financial audit by an appropriate CPA firm mutually agreed upon by SMAC and the Town and that the results of such audit be made available to SMAC and the Town.

*This requirement has been incorporated into Article V, Section 9, page 8.*

5. **ARTICLE V, Section 12** - The Agreement shall provide that SMAC prepare and approve annually a revolving three (3) year capital budget that targets old equipment that is failing, that is likely to fail, or that has or will reached the expiration of its anticipated useful life during that three (3) year term.

*This requirement has been incorporated into Article V, Section 11, page 9.*

6. **ARTICLE XI, (New) Section 5** - The Agreement shall provide that SMAC shall comply with the Massachusetts Open Meeting Law, unless applicable Massachusetts law governing nonprofit corporations specifically allow otherwise in which case, in each instance, SMAC shall comply with the Massachusetts Open Meeting Law to the maximum extent practicable and shall provide public notice that applicable Massachusetts law governing nonprofit corporations provides or requires a deviation from said Open Meeting Law together with citation to such authority. This provision shall not apply to internal employment matters. Upon request, the Town shall cooperate with SMAC if it wishes to post such meetings in the same manner as the Town.

*This requirement has been incorporated into Article V, Section 16, page 9. SMAC is not subject to the Open Meeting Law, however, by the Access Agreement it has agreed to comply with the basic tenants of the Open Meeting Law.*

7. **ARTICLE XI, (New) Section 5** - The Agreement shall provide that all SMAC meetings, unless exempted under Paragraph 6 above, shall be audio/video recorded and livestreamed and/or made available on SMAC.

*This requirement has been incorporated into Article V, Section 15, page 9.*

8. **ARTICLE IV** - The Agreement shall provide for a one (1) year initial term with a single, five (5) year extension option, exercisable by the Town at its sole uncontestable discretion.

*SMAC could not agree to this limitation out of concern that a potential one year term would immediately and significantly compromise employee retention.*

9. **ARTICLE V/XI** - The Agreement shall provide that SMAC shall make a presentation and report to the Selectboard on a quarterly basis which shall, at a minimum, include the status of operations, capital planning.

*New language is incorporated into Article V, paragraph 5, page 5. It requires the president of the SMAC Board of Directors to appear quarterly before the Select Board and provide a report on operations and capital. It also authorizes the Select Board to designate a liaison or liaisons to attend Directors' meetings.*

10. **ARTICLE V, Section 11** – The Agreement shall provide that SMAC shall strictly comply with its Bylaws and that its Bylaws are subject to the review and approval of the Selectboard, such approval not to be unreasonably withheld and provided further that the Selectboard provide written notice of its approval or disapproval as the case may be within thirty (30) days or such approval shall be deemed waived.

*This requirement has been incorporated into Article XI, Section 4, page 13.*

11. **Prior Article V, Section 11** – The prior Access Agreement provided the Select Board shall be presented with proposed SMAC bylaw amendments. This language has been stricken as the Select Board does not play a role in the internal governance of non-profit corporations.

*Notwithstanding, certain substantive provisions of the existing SMAC Bylaws have been explicitly incorporated into the new Access Agreement such that they are codified and enforceable directly by the Select Board. There is new language in Article XI, Section 1, page 12 which mandates that there will be five (5) Directors, two of which will be appointed by the Select Board and one (1) of which will be appointed by the School Committee.*



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Millis, MA 02054  
Phone 508.376.8400

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**TO:** SELECT BOARD  
**CC:** THOMAS CALTER, TOWN MANGER  
**FM:** BRIAN WINNER, ESQ.  
**RE:** SMAC ACCESS AGREEMENT RENEWAL FY24 –  
PROPOSED NEW/REVISED TERMS  
**DA:** JUNE 14, 2023, REVISED JULY 19, 2023, AUGUST 10, 2023

In consultation with representatives of the Town regarding the proposed, renewed "Access Corporation Agreement," (the "Agreement"), we proposed the below terms to representatives of SMAC as new and/or revised provisions to the draft September 13, 2022 Agreement. Chair Roberts and Vice Chair Cavey, along with Town Manager Calter and me, held meetings with SMAC's representatives, and its counsel, on June 1, 2023, June 15, 2023 and June 29, 2023. Ultimately, SMAC agreed to each of the terms we proposed, or substantially similar terms, with very few exceptions. Each of the original proposed terms are noted below followed by the final disposition on that item in italics. The new/revised terms as negotiated are incorporated in the "track-changes" and final versions of the new Access Agreement. Of course, these terms and the Access Agreement in its entirety are subject to the Select Board's review and approval and the Board has the ultimate and final authority as to whether or not to enter into a new agreement and, if so, upon which terms. Accordingly, we will defer to the Board's judgment as to each and every one of these matters and as to whether the revised Access Agreement is acceptable.

1. **ARTICLE V/XI** - The Agreement shall provide that there shall be an independent, three (3) member oversight committee consisting of two (2) Selectboard members and the Town Manager which is authorized and required to liaison with SMAC to facilitate communication, transparency and compliance with the Agreement and SMAC's bylaws and that SMAC shall cooperate and not unreasonably interfere with same.

*New language is incorporated into Article V, paragraph 5, page 5. It requires the president of the SMAC Board of Directors to appear quarterly before the Select Board and provide a report on operations and capital. It also authorizes the Select Board to designate a liaison or liaisons to attend Directors meetings.*

2. **ARTICLE V, Section 11/Article XI, Section 4** -The Agreement shall provide that, within forty-five (45) days of the Agreement being fully executed, SMAC's Bylaws shall be amended so that its provisions are consistent with the new Agreement.

*This requirement has been incorporated into Article XI, Section 4, page 13.*

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*This requirement has been incorporated into Article V, Section 11, pages 8 and 9.*

6. **ARTICLE XI, (New) Section 5** - The Agreement shall provide that SMAC shall comply with the Massachusetts Open Meeting Law, unless applicable Massachusetts law governing nonprofit corporations specifically allow otherwise in which case, in each instance, SMAC shall comply with the Massachusetts Open Meeting Law to the maximum extent practicable and shall provide public notice that applicable Massachusetts law governing nonprofit corporations provides or requires a deviation from said Open Meeting Law together with citation to such authority. This provision shall not apply to internal employment matters. Upon request, the Town shall cooperate with SMAC if it wishes to post such meetings in the same manner as the Town.

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ACCESS CORPORATION  
AGREEMENT

BETWEEN

STOUGHTON MEDIA ACCESS  
CORPORATION  
("S.M.A.C.")

AND THE  
TOWN OF STOUGHTON, MA.

## Article I – PREAMBLE

WHEREAS, the Town of Stoughton, which is a municipal corporation organized under the laws of the Commonwealth of Massachusetts ("MUNICIPALITY"), acting by and through its Select Board, issued a Cable Television Renewal License ("Renewal License") to Comcast Cable Communications, Inc. ("Comcast"), as well as an initial cable television license to Verizon New England, Inc. ("Verizon") (together, "Cable Licensees") both for the provision of cable television services via cable and or fiber optics within its municipal boundaries, and

WHEREAS, the Cable Licenses provide for Comcast and Verizon to make to the MUNICIPALITY certain annual and periodic grants of money called "PEG Access Support" and

WHEREAS, it is the intent of the MUNICIPALITY that such annual grants and or any future funding source for PEG Access Programming ("Public Educational and Governmental Access") should be used for the support and furtherance of PEG Access Channels pursuant to 47 U.S.C. §531, and

WHEREAS, Stoughton Media Access Corp. ("S.M.A.C.") fulfills the mission of providing the PEG Access Channels provided by the LICENSEES to the MUNICIPALITY pursuant to 47 U.S.C. §531, and

WHEREAS, it is the intent of the Town of Stoughton to participate in the provision of PEG Access Services to the residents of Stoughton as more fully provided by the terms of this Agreement, and by the terms of the Cable Licenses issued by the Stoughton Select Board to Comcast and Verizon, and

NOW THEREFORE, it is agreed by and between the Town of Stoughton, acting by and through its Select Board, and S.M.A.C., acting by and through its Board of Directors ("the Parties"), as follows:

## Article II – DEFINITIONS

For the purpose of this agreement the following words, terms, phrases, and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the plural include the singular, and words used in the singular include the plural. The word "shall" is mandatory.

1. Access Agreement, or Agreement: The Access Corporation Agreement between the Stoughton Media Access Corporation, ("S.M.A.C."), and the Town of Stoughton.

2. Access Channel: A video channel which the Licensee(s) shall make available without charge for the purpose of transmitting programming by members of the public, Town departments, and agencies, public schools, educational, institutional, and similar organizations.

3. Access Corporation: Stoughton Media Access Corporation ("S.M.A.C."), the ACCESS CORPORATION, designated by the Select Board of the Town of Stoughton pursuant to Article III of this Agreement, and to the relevant sections of the Cable Licenses for the Town of Stoughton.
4. Access Facility: The location from which the Access Corporation operates the public, educational and municipal access functions; at a studio located in the Town of Stoughton, Massachusetts.
5. Access Programming: Programs on the designated Access Channels which shall be non-commercial within the standards for underwriting applicable to the Public Broadcasting Service (PBS), or the standards necessary for S.M.A.C. to maintain its tax-exempt status within the applicable regulations of the Internal Revenue Service, and such programming excludes political advertising.
6. CATV: Cable Access Television.
7. Cable Advisory Committee: The Stoughton Cable Advisory Committee as it may be appointed by the Select Board.
8. Cable Licenses, or Renewal Licenses: The license agreements between Stoughton and Comcast and Verizon (the current "LICENSEES"), authorizing LICENSEES to own, operate and maintain the Cable or similar Television Systems in the MUNICIPALITY.
9. Commercial Program: Programming from which revenue is derived, by any party, and programming the purpose of which is to conduct trade or commerce. It shall not include programming supported by underwriting grants or contributions of any kind.
10. Downstream Channel: A channel over which signals travel from the system headend to an authorized location within the system.
11. Educational Access: Any channel or time thereon which has been allocated for educational use in accordance with this Agreement, the License Agreements, and 47 U.S.C. §531.
12. Governmental Access: Any channel or time thereon which has been allocated for governmental use by the MUNICIPALITY, the Issuing Authority, or municipal agencies in accordance with this Agreement and 47 U.S.C. §531.
13. Issuing Authority: The Select Board of the Town of Stoughton, who is party to this Agreement.
14. Licensee: Comcast or Verizon, or their authorized transferees or successors in the provision of PEG Programming and Access Channels as herein defined.
15. Municipality (or "Town"): The Town of Stoughton, Massachusetts.

16. Public Access: The availability for use by any resident of, or any organization based in or serving the MUNICIPALITY, of designated public access facilities, equipment, training and/or channels of the Cable Television System, as provided in the Cable Licenses with the MUNICIPALITY and in accordance with 47 U.S.C. §531.

17. "S.M.A.C.": The non-profit corporation known as Stoughton Media Access Corporation, designated by the Select Board to manage and operate public, educational and government Cable Access TV in the Town of Stoughton in accordance with this Agreement and 47 U.S.C. §531.

18. Upstream Channels: A channel over which signals travel from an authorized location to the cable system headend.

### Article III – DESIGNATION

Pursuant to the respective Articles and provisions in the Cable Licenses or as they may be hereafter amended or renewed, or as they may be supplanted or replaced by agreement or otherwise with any other method of distributing CATV or CATV-like content, the Select Board, as Issuing Authority, hereby Designates Stoughton Media Access Corporation ("S.M.A.C.") as its Designee and ACCESS CORPORATION within the meaning of that term as currently employed in the Cable Licenses for the Town of Stoughton or as hereafter amended or renewed or supplanted or replaced by agreement or otherwise. This Designation hereby authorizes S.M.A.C. to receive certain PEG Access grants, as more fully set forth in the Cable Licenses for the Town of Stoughton, and further authorizes S.M.A.C. to operate for the MUNICIPALITY the PEG Access channels and services described in the relevant terms of the Cable Licenses.

### Article IV – TERM OF DESIGNATION

Unless otherwise terminated with the Designation withdrawn for good cause shown as provided in Article VII of this Access Agreement, the term of this Designation shall become effective when executed by all Parties hereto, and this Access Agreement shall continue unless terminated for good cause shown as provided in Article VII.

### Article V – OBLIGATIONS OF ACCESS CORPORATION

#### Section I: Public Access Use; Operating Rules and Procedures.

S.M.A.C. shall be solely responsible for its management and the operation of Public Access Programming on the cable system in the MUNICIPALITY, including training, quality of originated signals in cooperation with Comcast or Verizon or successor Licensee(s), scheduling the Public Access Channel(s) and managing the Access Facilities and equipment. S.M.A.C. shall promulgate and maintain a set of access operating rules and procedures which ensure that training, equipment, facilities, and Access Channel time shall be available to residents of the Town of Stoughton and educational, governmental, health care, arts, religious, business, civic, and other entities, which are based in or serve the MUNICIPALITY. These rules shall ensure the right to use Access Channels, facilities,

and equipment on a non-discriminatory, first-come, first-served basis subject to the terms of this Access Agreement and subject also to S.M.A.C.'s goal of establishing regularly scheduled programming. Access user compliance with such rules shall be monitored by S.M.A.C. and periodically reviewed by the Issuing Authority of the MUNICIPALITY.

**Section 2: Programming on the Public Access Channel.**

Editorial discretion, the content of programming and the liability for programming placed on those Access Channel(s) which are operated by S.M.A.C. shall solely reside in and be the sole responsibility of the access producers and S.M.A.C. and not the MUNICIPALITY nor their LICENSEES. Notwithstanding the foregoing, S.M.A.C. programming shall be designed to achieve the purposes set forth in S.M.A.C.'s Articles of Incorporation and Bylaws and shall consist of Access Programming as defined in the Cable Licenses and by law. To these ends:

(a) S.M.A.C. shall not sell to a third party any proprietary interest that S.M.A.C. may have in any Access Programming without first offering LICENSEES the right to purchase such interest by matching the best good faith offer tendered in writing by the third party;

(b) All liability, license and copyright fees associated with the programming produced by S.M.A.C. or placed on the access channels serving the MUNICIPALITY shall be the sole responsibility of S.M.A.C.

**Section 3: Coverage of Local Meetings.**

S.M.A.C. shall be solely responsible for providing live coverage of all regularly scheduled meetings of the Select Board, School Committee and Town Meeting for the MUNICIPALITY, to the fullest extent practicable and possible. In addition to the foregoing, S.M.A.C. shall provide live coverage of one additional public meeting, per quarter, if requested by the MUNICIPALITY, upon thirty (30) days written notice, to the fullest extent practicable and possible.

**Section 4: Cooperation with School Department.**

S.M.A.C. shall cooperate with the school department of the MUNICIPALITY in partnership and assist in the coverage of important or significant school events, provided the request is made in writing at least thirty (30) days prior to such event, and further provided that sufficient S.M.A.C. resources are available for the requested coverage.

**Section 5: Cooperation with Municipal Government.**

S.M.A.C. shall cooperate with the Issuing Authority of the MUNICIPALITY in the coverage of governmental meetings, based on available resources.

The president of the S.M.A.C. Board of Directors or his or her designee shall provide the Select Board with a quarterly update on the status of operations and capital

planning to facilitate communication, transparency, and compliance with this Agreement. Any representative of the MUNICIPALITY may attend meetings of the S.M.A.C. Board of Directors that are open to the public. The Select Board may designate any of its members and/or the Town Manager as the liaison to the S.M.A.C. Board of Directors to further facilitate communication, transparency, and compliance with this Agreement.

**Section 6: Logs.**

S.M.A.C. shall keep a log of all Access Programming transmitted on the Access Channel(s) and the names and addresses of all access producers. The logs will be available for public inspection and retained for not less than two years.

**Section 7: Insurance.**

(a) At all times during the term of this Access Agreement, S.M.A.C. shall obtain, pay premiums for, and keep current the following policies of insurance:

(1) A General Commercial liability policy with a minimum liability coverage of One Million Dollars (\$1,000,000.00) for injury or death to any one person in any one occurrence and Two Million Dollars (\$2,000,000.00) for injury to two (2) or more persons in any one occurrence arising out of any S.M.A.C. activity under this Access Agreement;

(2) Property damage insurance policy for any and all claims of property damage occasioned or alleged to be occasioned by any S.M.A.C. activity under this Access Agreement, including but not limited to the construction, installation, maintenance or operation of a cable television access studio under this Access Agreement, with a minimum liability coverage of One Million Dollars (\$1,000,000.00) for damage to the property of any one person in any one occurrence and Two Million Dollars (\$2,000,000.00) for damage to the property of two (2) or more persons in any one occurrence;

(3) Automobile liability insurance for owned, leased or borrowed by S.M.A.C. automobiles, non-owned automobiles and/or rented automobiles undertaking S.M.A.C. business in the amount of:

(A) One Million Dollars (\$1,000,000.00) for bodily injury and consequent death per occurrence;

(B) One Million Dollars (\$1,000,000.00) for bodily injury and consequent death to any one person; and

(C) Five Hundred Thousand Dollars (\$500,000.00) for property damage per occurrence.

(4) Worker's Compensation in the minimum amount provided by statute.

(5) Producers' Liability Insurance in the amount of One Million Dollars (\$1,000,000) to cover slander, libel, copyright infringement, infliction of emotional distress, and invasion of privacy or publicity rights.

(b) For all insurance policies required by this Access Agreement, the following conditions shall apply:

(1) Such Insurance shall commence no later than thirty (30) days following the establishment of the Access Corporation, or the date of the execution of this Agreement, whichever shall occur last;

(2) Such Insurance shall be primary with respect to any insurance maintained by the MUNICIPALITY and shall not call upon the MUNICIPALITY'S insurance for contribution;

(3) Such Insurance shall be obtained from brokers or carriers licensed to transact business in the Commonwealth of Massachusetts;

(4) Evidence of compliance in the form of certificates of Insurance shall be submitted to the MUNICIPALITY periodically during the term or terms of this Access Agreement.

**Section 8. Indemnification by Access Corporation of MUNICIPALITY.**

S.M.A.C. shall defend, indemnify and hold harmless the MUNICIPALITY, its officials, boards, commissions, agents and/or employees and LICENSEES, and their officers, employees, servants and agents, from and against any claim made by a third party, without limitation, arising from S.M.A.C.'s activities under this Access Agreement, whether expressly authorized by such Agreement or otherwise, including but not limited to claims in the nature of libel, slander, copyright infringement, infliction of emotional distress, and invasion of privacy or publicity rights, non-compliance with applicable laws, license fees and reasonable attorneys' fees. In addition, S.M.A.C. shall, in its rules for public access, require every access user to indemnify LICENSEE, S.M.A.C. and the MUNICIPALITY, and to defend, indemnify and hold them harmless against any claims arising out of any program or program material produced and/or cablecast by it, including but not limited to claims in the nature of libel, slander, invasion of privacy, obscenity, civil rights or publicity rights, non-compliance with applicable laws, license fees, unauthorized use of copyrighted material, and infliction of emotional distress including reasonable attorneys' fees.

**Section 9: Review, Annual Report and/or Audit.**

Reviews, reports or audits of its finances and operations shall be conducted and provided annually by S.M.A.C. as may be required by the regulations of the Attorney General as they may be amended, to its members, if any, to the Stoughton Cable Advisory Committee, to the Issuing Authority and MUNICIPALITY, and if requested, to

LICENSEES within ninety (90) days after the close of S.M.A.C.'s fiscal year or within sixty (60) days after the filing of its state and federal tax returns, including any tax extensions filed by S.M.A.C., whichever is later, or at such other time as may be agreed upon by the Parties.

Current Attorney General guidelines provide that an audit is required if an organization's gross support and revenue exceeds \$500,000 in a fiscal year. Organizations with gross support and revenue of more than \$200,000 up to \$500,000 in a fiscal year are required to complete an annual review.

Review of S.M.A.C.'s performance by the MUNICIPALITY, its Issuing Authority, or its designee(s) ("Performance Review"), if conducted, shall be conducted fifteen business days after receipt of the annual review, report, or audit from S.M.A.C. and written notice to S.M.A.C. or at such other time as mutually agreed by the Parties. The Performance Review shall be conducted at a duly noticed meeting of the Select Board at which S.M.A.C. shall be heard. At any such Performance Review all S.M.A.C. officers, directors, attorneys, agents, or managers requested by S.M.A.C., the MUNICIPALITY or its Issuing Authority or designees shall be in attendance. In the event the MUNICIPALITY determines it requires a designee or third party to conduct a Performance Review or Audit, such third party shall be impartial, objective, disinterested, and professionally qualified. Any substantive issues, deficiencies, breaches or defaults raised or found by the MUNICIPALITY, its Issuing Authority, or its designee as a result of the Performance Review shall be provided to the S.M.A.C. Board of Directors by written notice within sixty (60) days of the Performance Review and any determination shall follow the procedures set forth in Article VIII, Section 1 of this Agreement.

**Section 10: Status as Non-Profit 501(c)(3) Corporation.**

S.M.A.C. shall, throughout the term of this Access Agreement, maintain its status as a non-profit 501(c)(3) corporation, securing and maintaining all requisite legal designations, and filing all appropriate periodic statements, forms or reports as may be required from time to time by law or regulation. S.M.A.C. shall otherwise maintain compliance with all applicable laws, rules and regulations of the MUNICIPALITY, Commonwealth of Massachusetts, and the United States of America as shall be enacted from time to time.

**Section 11: Maintenance of Records, Equipment and Property; Equipment Inventory.**

S.M.A.C. shall maintain accurate books, records, and logs of its financial and programming activities, and it shall maintain the facilities and equipment provided to it in good repair and safekeeping. Annually, at the time of filing the Annual Review, Report and/or Audit, S.M.A.C. shall provide to the Issuing Authority an inventory of said equipment and facilities together with a statement of its condition and corrective action, if any needed, taken or recommended to be taken to maintain all items in satisfactory condition.

S.M.A.C. shall prepare and approve annually a revolving three (3) year capital budget that identifies equipment requiring replacement due to obsolescence or that has or will reach the expiration of its anticipated useful life during that three (3) year term. This information shall be included in the president's quarterly update to the Select Board, in accordance with Article V, Section 5 of this Agreement.

**Section 12: Access to Records.**

S.M.A.C. shall allow the MUNICIPALITY, and/or its authorized designees(s) access to the books, records, accounts, and facilities of S.M.A.C. referenced in Paragraph 11 at such reasonable times and in such reasonable places as the MUNICIPALITY may require to ensure compliance with this Access Agreement.

**Section 13: Political Activities Prohibited.**

No funds nor facilities nor equipment provided hereunder shall be used for any partisan political activity or to further the election or defeat of any particular candidate for public office. Such prohibition shall not apply to public interest forums, public presentations or the like where the facilities are available for the expression of all points of view for informational purposes.

**Section 14: Reversion of Property Upon Termination.**

Within such time as S.M.A.C. may reasonably wind down its operations, employment and contract obligations, including any real property or other lease(s) and financial obligations after termination of this ACCESS AGREEMENT, title to all property, equipment, facilities, and undisbursed funds and all other assets of the Access Corporation shall be transferred to the MUNICIPALITY, or to its Issuing Authority, or to their designees. S.M.A.C. shall cooperate fully with the MUNICIPALITY and its Issuing Authority or designees in effecting a smooth and prompt transfer of its assets and transition of its services to alternative provider(s).

**Section 15: Audio Video Recording of S.M.A.C. Meetings.**

S.M.A.C. shall record by audio and video or livestream its Annual Meeting and make it available on the Access Channel. S.M.A.C. may record by audio and video or livestream Special Meetings or other meetings of the members of S.M.A.C. or its Board of Directors.

**Section 16: Meetings of the Board of Directors, Notice.**

The Massachusetts Open Meeting Law (M.G.L. Ch. 30A, §§ 18-25) does not apply to SMAC. All meetings of the Board of Directors shall be open to the public unless the Board, in its discretion, decides to enter into a private session of the Board of Directors for the purposes of conducting sensitive business.

Reasons for holding a private session of the Board of Directors may include: matters which in the business judgment of Directors would be better to hold in private; matters in which the Board of Directors have a fiduciary duty to the Corporation to address in private; to discuss personnel matters; to meet with legal counsel; to discuss anticipated or pending litigation; to discuss contract negotiations; to discuss confidential or sensitive Corporation business; or for other reasons in the best interest of the Corporation.

S.M.A.C. shall provide notice of all meetings of the Board of Directors in the following manner: S.M.A.C. shall provide notice of the meeting to the Town Clerk's Office and post a notice on its website 48 hours before the meeting, excluding Saturdays, Sundays, and holidays; in an emergency, the notice shall be posted as soon as reasonably possible prior to the meeting.

#### Article VI – ADDITIONAL TERMS

Additional terms, for any length of time, may be mutually agreed upon by the Parties in writing.

#### Article VII – TERMINATION

This Access Agreement, and/or any subsequent Designation or extension thereof made under authority of this Access Agreement, shall terminate upon the occurrence of any of the following events:

(A) The filing of bankruptcy of S.M.A.C.;

(B) The expiration of the then-current Term as defined in Article IV hereof, or any extension of the Term, including by course of dealing, of this Access Agreement, or in the event that the MUNICIPALITY terminates this Agreement with the Designation for good cause shown, in the manner provided in Article VIII, terminating S.M.A.C. as its PEG Access provider; or

(C) The withdrawal of Designation by the MUNICIPALITY arising from any breach of this Access Agreement by S.M.A.C. which remains outstanding and uncured in whole or in part following notice, opportunity to cure, and an opportunity to be heard at a duly noticed meeting of the Select Board as more fully provided in Article VIII of this Access Agreement.

#### Article VIII – BREACH AND SANCTIONS

##### Section 1: Determination of Breach.

Upon determining that a possible material breach of this Access Agreement may have occurred, the MUNICIPALITY shall serve written notice of such possible breach upon S.M.A.C. Upon receipt of such written notice of possible breach, S.M.A.C. shall have sixty (60) days to respond in one of the following ways: (1) cure such breach and report the cure to the MUNICIPALITY; (2) provide the MUNICIPALITY with proof that

such breach did not occur; (3) if the breach was due to any fault on the part of S.M.A.C., but for reasons beyond its control, and such breach cannot be cured within sixty (60) days, provide proof of same to the MUNICIPALITY, and a reasonable, detailed timetable for correction and cure; or (4) if the breach was not due to any fault on the part of S.M.A.C. and cannot be cured within sixty (60) days, provide proof of same to the MUNICIPALITY and a reasonable, detailed timetable for cure. S.M.A.C. shall submit such response(s) for approval by the MUNICIPALITY which shall take up the issue within a reasonable time hereafter at a duly noticed meeting of the Select Board with an opportunity for S.M.A.C. to be heard and at which the Select Board shall make its determination whether a breach occurred, has been cured or is waived by the MUNICIPALITY.

If, after notification, opportunity to respond including to cure and to be heard as provided in this section, the MUNICIPALITY determines that a breach of this Access Agreement did occur, and that such breach was not cured or otherwise excused or waived within the time duly specified by the procedures set forth in this section, the MUNICIPALITY may elect one or more of the following remedies 10 days after sending written notice to S.M.A.C. of the determination: (1) withdraw its Designation of S.M.A.C. granted under Article III of this Access Agreement, and thereby terminate this Access Agreement; (2) impose Liquidated Damages as set forth in Section 2 of this Article; (3) impose any other sanction as may be lawfully determined to be reasonable under the circumstances; or (4) excuse or waive the breach for good cause shown. The MUNICIPALITY shall send S.M.A.C. written notice of its determination of its election of remedies (1) - (4) within two (2) business days of its determination.

**Section 2: Liquidated Damages.**

Liquidated damages up to the amount set forth below, from the day of the notice of the MUNICIPALITY'S determination of its election in the final sentence of Section 1 above, may be assessed against S.M.A.C. by the MUNICIPALITY after determining a breach of this Access Agreement after notice and opportunity to respond including to cure as set forth in Section 1 of Article VIII. Upon assessment of such damages, the MUNICIPALITY may require S.M.A.C. to pay such damages to the MUNICIPALITY within thirty (30) days of its receipt of such a written demand for payment. Failure to pay such damages within thirty (30) days of receipt of a written demand shall itself constitute a breach of this Access Agreement. In the event of ongoing penalties, successive and non-cumulative written demands may be sent.

- (a) For failure to maintain qualified, fully trained, and competent personnel to manage and operate the Public Access Program, to ensure compliance with Article V, Section 1, \$50.00 per day;
- (b) For failure to provide live coverage of local meetings in accordance with Article V, Section 3, \$50.00 per day;
- (c) For failure to maintain insurance policies required by Article V, Section 7, \$25.00 per day;

- (d) For failure to prepare or produce Annual Review, Report or Audit in accordance with Article V, Section 9; or for failure to maintain Access Programming Logs as required by Article V, Section 6, or for failure to grant to the Issuing Authority or its authorized representatives access to the books, records, accounts and facilities at such reasonable times and at such reasonable places as the Issuing Authority or its authorized representatives may require, in accordance with Article V, Section 12, \$25.00 per day; and
- (e) For any other breach of this Access Agreement as may be determined by the MUNICIPALITY in the manner provided in Article VIII, Section 1, \$50.00 per day.

Liquidated damages are a non-exclusive remedy and may be used alone, or in combination with any other remedy for breach permitted under Article VIII, Section 1.

#### Article IX – FUNDING/ANNUAL SUPPORT/FUND RAISING

S.M.A.C. shall be funded by annual and/or periodic grant payments, or by a combination of the two, made to it directly by the LICENSEES, or any future funding source for PEG Access Programming and/or the MUNICIPALITY pursuant to the relevant provisions of the Cable Licenses or as those Licenses may be supplanted or replaced by agreement or otherwise with any other method of distributing CATV or CATV-like content. The grant payments provided by the Cable Licenses may be made by LICENSEES directly to S.M.A.C. in accordance with the terms of the respective Cable Licenses, and upon written request of the Issuing Authority to the LICENSEES. S.M.A.C. shall invoice the MUNICIPALITY monthly in arrears payable within thirty (30) days.

S.M.A.C. shall maintain an account at a banking/financial institution located in Stoughton where operating funds are held. This requirement shall not interfere with S.M.A.C.'s ability or the Board of Director's or Officers' fiduciary duties to S.M.A.C. including to obtain favorable interest rates and to make the best use of the Corporation's assets.

After providing fourteen (14) days written notice to the Issuing Authority, S.M.A.C. may also undertake its own non-profit fundraising campaigns or drives. S.M.A.C. may also directly receive, or through the MUNICIPALITY, funding for PEG Access from state, federal or other public or private entities.

#### Article X – CABLE ADVISORY COMMITTEE

At the discretion of the Issuing Authority, the Issuing Authority may vest S.M.A.C. with such power and authority as the Issuing Authority may lawfully and from time to time delegate to S.M.A.C. regarding a Cable Advisory Committee.

#### Article XI – ACCESS CORPORATION ORGANIZATION

Section 1: Board of Directors.

The Access Corporation agrees it shall have a Board of Directors composed of up to five directors: (1) Two directors shall be appointed by the Select Board for a term of two (2) years, one of whom should be a Senior Citizen (65 years or older) if possible, and each of whom shall be Stoughton residents; (2) One director shall be appointed by the School Committee for a term of two (2) years and shall be a Stoughton resident. The remaining directors shall be determined as provided by the Access Corporation's Bylaws as they may be amended.

The Access Corporation agrees its Board of Directors shall have all of the usual overall policy setting and oversight powers customary for a corporate Board of Directors provided by law and by its Bylaws as they may be amended.

**Section 2: Access Corporation Officers.**

The Access Corporation agrees the selection, duties, and terms of the Access Corporate Officers shall be as provided by the Access Corporation's Bylaws and Policies, Rules and Procedures as they may be amended.

**Section 3: Access Corporation Members.**

The Access Corporation agrees its Board of Directors may establish membership in the Access Corporation under such terms and conditions as it may deem necessary or desirable to promote public participation in, and funding of, the Access Corporation, and consistent with the provisions of Article II of the Access Corporation Bylaws and Policies and Procedures as they may be amended.

**Section 4: Access Corporation Bylaws.**

The Access Corporation Bylaws, as adopted by the incorporators at the time of incorporation and thereafter as may be amended, shall serve as the effective Bylaws of the Access Corporation.

The Access Corporation agrees that within forty-five (45) days of the full execution of this Agreement, S.M.A.C. shall update and amend its Bylaws as may be necessary or advisable to be consistent with this Agreement.

**Article XII – MISCELLANEOUS**

**Section 1: Assignment and Successors Bound.**

This Access Agreement shall inure to the benefit of the MUNICIPALITY and to their successors and assigns. No assignment of any legal right may be made by S.M.A.C. without the express written consent of the MUNICIPALITY except as may be required by law or necessary in the judgment of the employees, officer(s) and or director(s) of S.M.A.C. to discharge their fiduciary duties to S.M.A.C.

**Section 2: Waiver and Amendment.**

Nothing in this Access Agreement shall prevent all Parties from agreeing to waive or amend any provisions of this Agreement by mutual agreement. Any such waiver must be confirmed by all Parties in writing. No amendment shall be made to this Access Agreement unless executed in full in the same form as the original Agreement. No waivers or amendments agreed, in writing, upon or pursuant to this section, shall prejudice any remaining provisions of this Access Agreement and all such remaining provisions shall at all times remain in full force and effect.

**Section 3: Construction.**

The headings herein are for reference and convenience only and shall not be a factor in the interpretation of this ACCESS AGREEMENT. This ACCESS AGREEMENT shall be interpreted and construed under the laws of the Commonwealth of Massachusetts without regard to its conflict of laws provision(s). The Parties agree that any dispute arising out of or related to this Access Agreement shall be decided exclusively by the state or federal courts located in the Commonwealth of Massachusetts.

**Section 4: Severability.**

If any provision of this ACCESS AGREEMENT is determined to be illegal or unenforceable by any court, to the maximum extent possible such determination shall have no effect upon the validity of all remaining sections of the Agreement which shall remain in full force and effect for the full term of this Agreement.

**Section 5: Force Majeure.**

If by any reason of Force Majeure any party is unable in whole or in part to carry out its obligations under this ACCESS AGREEMENT, that party shall not be deemed to be in breach or default during the pendency of such inability. The term "Force Majeure," as used in this ACCESS AGREEMENT shall have the following meanings: Act of God; act of public enemy; orders of any kind of the government of the United States of America, Commonwealth of Massachusetts or of any of their departments, subdivisions, officials, or of any civil or military authorities; insurrections; riot; epidemic; pandemic; landslide; lightning; earthquake; fires; hurricanes, volcanic activity; storms; floods; wash outs; droughts; civil disturbances; explosions; strikes; acts of terrorism; and unavailability of essential personnel, equipment, services, or material beyond the control of any Party.

**Section 6: Entire Agreement.**

This Access Agreement contains the entire agreement between the Parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed except by an instrument in writing executed by the Parties and in the same form as this Agreement.

**Section 7: Notice.**

Any notice delivered hereunder shall be valid if sent by a national, overnight delivery service that maintains and makes available proof of delivery to the following addresses which may be revised in writing by the Town of Stoughton or S.M.A.C.:

**The MUNICIPALITY:**

Town of Stoughton:

Chair, Select Board  
Stoughton Town Hall  
10 Pearl Street  
Stoughton, MA 02072

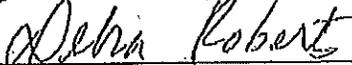
Stoughton Media Access Corp.:

President, Stoughton Media Access Corp.  
421 Page St., Suite 2  
Stoughton, MA 02072

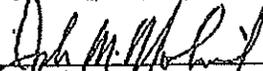
**SIGNED AS A SEALED AGREEMENT:**

**TOWN OF STOUGHTON, MASSACHUSETTS,**

By its Select Board,

  
\_\_\_\_\_  
Debra Roberts, Chair

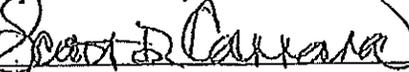
Dated: \_\_\_\_\_

  
\_\_\_\_\_  
Joseph M. Mokrisky

Dated: \_\_\_\_\_

  
\_\_\_\_\_  
Stephen M. Cavey

Dated: \_\_\_\_\_

  
\_\_\_\_\_  
Scott Carrara

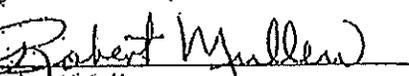
Dated: \_\_\_\_\_

  
\_\_\_\_\_  
Louis F. Oltto

Dated: \_\_\_\_\_

**STOUGHTON MEDIA ACCESS CORP.**

By its President,

  
\_\_\_\_\_  
Robert Mullen  
President, Duly Authorized

Dated: August 9, 2023

**SELECT BOARD MEETING**  
**Joint with the Stoughton Redevelopment Authority**  
**Tuesday, June 18, 2024 7:00PM**  
**The Great Hall, 10 Pearl St., 3<sup>rd</sup> Floor**  
**Stoughton MA 02072**  
**& VIRTUALLY via GOOGLE.MEETS**

Order Suspending Certain Provisions of the Open Meeting Law, G.L.C. 30A § 20”, until March 31, 2025, this meeting will be conducted both in person and virtually via Google Meets.

A comprehensive record of the proceedings will be posted on the Town's website and/or SMAC as soon as possible after the meeting if live broadcast or livestreaming is unsuccessful. Times are approximate and items may be taken out of order at the discretion of the Chair.

Present: Chair Stephen Cavey, Vice Chair Scott Carrara, Lou Gitto, Joseph Mokrisky and Debra Roberts.

Also present: Tom Calter, Town Manager.

**Open Session - Call to Order and Pledge of Allegiance**

Chair Cavey called the meeting to order at 7:09 p.m.

All stood for the Pledge of Allegiance.

Chair Cavey moved item #8 Consent Agenda.

**Consent Agenda:**

- a. Approval of Open Session Meeting Minutes of June 4, 2024
- b. Authorization to extend Sunset Clause
- c. Code of Conduct and Ethics Acknowledgement Form
- d. Christ the Rock Church street signs request

a. Mr. Carrara made the motion to table a. Approval of Open Session Minutes Meeting of June 4, 2024. Motion seconded by Ms. Roberts. Motion carried 5 - yes 0 - no.

b. Authorization to extend the Sunset Clause

Ms. Elizabeth Zaleski, Finance Director, explained that the request was essential to maintain a good balance with the Bond Council. The Town has 147 open articles, 23 of which will expire June 30, 2024. A yes vote of the Select Board will extend the articles for one additional year. Chair Cavey asked what the Town would lose with a no vote. Ms. Zaleski gave two examples: \$7.5 million in the Sewer/Water Department and \$530,000 in the I & I Department. Ms. Roberts made the motion to approve the extension, seconded by Vice Chair Carrara. The motion to passed 5 - yes 0 - no.

c. Code of Conduct and Ethics Acknowledgement Letter

Chair Cavey reviewed the acknowledgement letter and suggest an amendment presented by Vice Chair Carrara: to change the language “may result” to “will result in immediate revocation”. Mr.

Gitto made the motion to approve as amended, seconded by Vice Chair Carrara. The motion carried 5 – yes 0 – no.

d. Christ the Rock Church street sign request

Mr. Mokrisky asked that this be tabled for further research. Mr. Mokrisky made the motion to table to a future meeting. Motion seconded by Ms. Roberts. The Board voted 5- yes 0 - no.

### **Select Board Comments**

Mr. Mokrisky announced the death of Howard Hansen on June 17<sup>th</sup>. Mr. Hansen served the Town in many capacities, longtime Town Moderator, a member of the Historical Society. Mr. Hansen's knowledge of the history of Stoughton was extraordinary and he often mentored young people. Mr. Mokrisky requested a moment of silence.

Mr. Mokrisky read the obituary of Mrs. Gloria Sutton Veale, who passed away on June 12<sup>th</sup>. Mrs. Veale was a Stoughton resident for 51 years and an employee of the Assessor's office. Mr. Mokrisky requested a moment of silence.

Mr. Mokrisky asked to consider banning the water gun and water balloon fights during the 4<sup>th</sup> of July parade and asked the Town Manager take action.

Ms. Roberts, in reference to the special election and the failure to pass the funding for the South School, suggested a closer working relationship between the Town and the School Department. Chair Cavey and Town Manager Calter serve as liaisons. In addition, Ms. Roberts extended an invitation to everyone to attend the Juneteenth celebration at the high school on June 19<sup>th</sup>. Mr. Gitto thanked Ms. Roberts for her comments relating to the South Elementary School. He suggested public forums take place, between now and September, to inform the residents of the needs and what needs to be done. Vice Chair Carrara added that he believes no one objected to a new South School but the plan presented was the problem, as it was excessive and perhaps more than needed.

Chair Cavey announced the re-scheduling of the July 2, 2024 meeting of the Select Board to Wednesday, July 3<sup>rd</sup>. Chair Cavey informed the Board of a letter dated February 23, 2021 from the Select Board to the School Committee expressing full support for the building of a new school at the South School elementary site. The current facility, built in 1958, is inadequate to respond to the current requirements of ESL, Special Education, Speech Therapy and ADA requirements.

### **Town Manager Comments**

Town Manager Calter announced the re-scheduling of the trash/recycle pick-up due to the Juneteenth holiday. The usual pick-up for June 19<sup>th</sup> will move to June 20<sup>th</sup> and recycling will move to June 21, 2024. Mr. Gitto expressed concern that residents may not know of the change and suggested a reverse 911 call for communication.

### **Citizens' Comments**

Chair Cavey reviewed the ground rules for citizens' comments.

Ms. Cynthia Walsh, 1096 Park Street, suggested that the trash/recycling schedule be included with the next water bill. Ms. Walsh added her condolences for Ms. Veale and Mr. Hansen.

Ms. Pat Yanikowski commented on the proposed Code of Conduct. She asked that the Code include all Town departments and all Town employees. She referenced a comment heard at Town meeting, that referred to the School Department as the "greedy" School Department.

Ms. Rachel Lazurus, Jordan Drive resident, thanked Ms. Roberts for her efforts relative to Juneteenth celebration. She is glad to see the Town involved in equity and diversity. She expressed her disappointment with the outcome of the special election and added that remarks from Ms. Lisa Lyons were inaccurate.

Ms. Megan Teixeira, 115 Commonwealth Drive resident, came forward to oppose the appointment of Ms. Lisa Lyons to the Stoughton Redevelopment Authority. She cited previous comments of Ms. Lyons like "the needy and poor parents of the South School" while failing to mention the awards achieved by the South Elementary School.

Mr. Jay Mallen thanked Ms. Roberts for the efforts in preparation for the Juneteenth event and asked that the Boards, Teachers and School Department find ways for greater cooperation.

Ms. Roberta Harback asked about progress of the Hebrew Senior Life project. Chair Cavey clarified that on tonight's agenda was a discussion of the Master Plan, not the project itself.

Ms. Lisa Lyons, precinct 2, came forward to object to the statements made about her and reiterated that she stands behind the data she presented.

Ms. Alayna Canas, 257 Third Street, objected to the possible appointment of Ms. Lyons to the Stoughton Redevelopment Authority. She pointed out Ms. Lyons spearheading the no vote for the construction of the South Elementary School, the negative statements, to referring to migrants as "illegals". Ms. Canas stated that she believes the views of Ms. Lyons were contrary to the perspective and vision of the Town.

Ms. Lauren Morris asked Chair Cavey to post on Facebook the letter dated February 23, 2021. Chair Cavey agreed.

Chair Cavey announced a 5-minute recess.  
The Select Board reconvened at 8:09 p.m.

### **Interview for Appointment to the Stoughton Redevelopment Authority.**

**Candidate: Ms. Lisa Lyons**

**Representatives of the Stoughton Redevelopment Authority: Ms. Roberta Harback, Mr. Peter Buckley and Mr. Bob Desmond**

Ms. Harback called the meeting of the Stoughton Redevelopment Authority to order read into the record the notice of vacancy.

Mr. Mokrisky asked Ms. Lyons to talk about her background and experience to serve on the Board. He asked if she had read the charge given the SRA detailing the functions of land uses, zoning issues, planning. He stated that it was not the role of the SRA to promote businesses, but rather the management of land.

Ms. Lyons responded that she had watched the meetings of the SRA for the past 3 years, but had not read the charge. Chair Cavey added that there may be conflict of interest on certain topics, considering that Ms. Lyons is also a member of the Finance Committee. Ms. Lyons responded, in that event, she would recuse from that particular discussion. Chair Cavey continued, noting that SRA is autonomous, independent and not an agency of the municipality. He asked her to state her position if there arose a conflict between the SRA and the Finance Committee. Ms. Lyons responded that first her position would be a focus on the taxpayer and the Town. Chair Cavey asked her capability in the following: design standards, taking of land via eminent domain, issuance of bonds/grants and loans. Ms. Lyons responded that she had capability in all areas. Mr. Gitto asked for a clarification of Ms. Lyons's opinion of the SRA. Ms. Lyons responded that downtown progress had been minimal. She would like to assist in exploring various avenues of

moving the project forward. Mr. Gitto asked for a description of the lack of progress. He asked also what she had learned from three years of watching the meetings of the SRA. Ms. Lyons mentioned changes in the Post Office location and said there should be public input.

Mr. Peter Buckley nominated Ms. Lyons to the Stoughton Redevelopment Authority, term to continue until April 2025. On the motion, the Board voted 5 - yes 3 - no.

Ms. Harback congratulated Ms. Lyons on her appointment to the SRA

Ms. Harback made a motion to close the meeting of the Stoughton Redevelopment Authority, seconded by Mr. Buckley. The joint session of the Stoughton Redevelopment Authority with the Select Board was adjourned at 8:36 p.m.

Chair Cavey announced a 5-minute recess.

The Select Board reconvened at 8:41 p.m.

### **Public Hearings:**

#### **a. Application for a Common Victualler License - KPA Restaurant & Sports Grill Inc., 756 Washington Street**

Chair Cavey asked Vice Chair Carrara to conduct the public hearing. Vice Chair Carrara read the public hearing notice into the record. Chair Cavey made the motion to open the public hearing, seconded by Ms. Roberts. The motion passed 5 - yes 0 - no.

Mr. Kelly Francois, participating remotely, explained the reason for his request, essentially to continue the experience of "Blessed Experience" with breakfast and dining-in. Vice Chair Carrara reviewed the departmental responses noting a contingency by the the Board of Health with regard to an existing non-conforming dumpster. Mr. Gitto asked where Mr. Francois would be located as the application lists the business mailing address in Florida, and his residence in Andover. Mr. Francois responded that he lives in Andover when in Massachusetts. His sister would be in charge of the restaurant. In response to a question from Ms. Roberts, Mr. Francois described the cuisine as American, Haitian, Caribbean, Dominican. Chair Cavey asked the specialty of the house. Mr. Francois responded seafood boil. In response to Ms. Walsh, Mr. Francois said he is a lessee, but will investigate the ADA compliance.

Mr. Mokrisky made the motion to close the public hearing, seconded by Ms. Roberts. Motion passed 5 - yes 0 - no.

Mr. Mokrisky made the motion to approve, seconded by Ms. Roberts. The motion carried 5 - yes to 0 - no.

#### **b. Applications for a Common Victualler License, Entertainment License, Amusement License and Amendment to al All Alcohol License (Change of Location) - Michael Romanuk Post 1645 VFW Inc. now located at 14 Seaver Street**

Vice Chair Carrara read the public hearing into the record. Two representatives were in attendance. Mr. James Kelly explained that the organization is moving all licenses held at the location on Washington Street location to the new location at 14 Seaver Street, the original site of the Knights of Columbus. The hours of operation to be 10:00am to 1:00am. Vice Chair Carrara reviewed the departmental responses, noting that the full food license is pending. Mr. Kelly, in response to a question from Ms. Walsh, 1096 Park Street resident, said the location could accommodate up to 97 people. His organization was hoping to share the space with the Knights of Columbus.

Mr. Mokrisky made the motion to close the public hearing, seconded by Ms. Roberts. Motion passed 5 - yes 0 - no.

Mr. Mokrisky made the motion to approve the applications, seconded by Ms. Roberts. The motion passed 5 – yes to 0 - no.

**Town Boards and Committee Appointments**

**Planning Board – One Vacancy 5-year term**

Chair Cavey announced that the vacancy for the Planning Board would be tabled to July 3, 2024.

**Board of Assessors - One Vacancy 3-year term**

**Janet Teal (incumbent)**

Town Manager Calter and Ms. Roberts spoke in favor of Ms. Teal, noting that she had performed very well, has shown skill in the position. Ms. Roberts nominated Ms. Teal to continue. The Board voted to approve 5 - yes 0 - no.

**Commission on Disabilities – One Vacancy 2-year term, Two Vacancies 3-year terms**

**Forrest Lindwall, Ann Maderer (incumbent) and Christiana Odunze (incumbent)**

Vice Chair Carrara nominated Ms. Maderer and Ms. Odunze to the 3-year terms, and Mr. Lindwall to the 2-year term. The Board voted to approve 5- yes 0 - no.

**Community Preservation Committee - One Vacancy 3-year term**

**Michael Barrett (incumbent)**

Mr. Mokrisky nominated Mr. Barrett to a 3 - year term. The Board voted to approve 5 - yes 0 - no.

**Constables- Seven Vacancies 3-year Terms**

**Nicholas Joseph**

Mr. Joseph, a Stoughton resident, presented a letter of recommendation in his application packet from Atty. Crimmins. Mr. Mokrisky asked if the letter represented employment by Atty. Crimmins. During the discussion it was determined that the application does not request future employment information. The Board agreed to consider adding this requirement for future applications.

Mr. Gitto nominated Mr. Joseph as Constable. The motion carried 5 - yes 0 - no. Chair Cavey congratulated Mr. Joseph on his appointment.

Ms. Roberts made the motion to review the policy regarding Constables, seconded by Mr. Gitto seconded. The Board voted 5 - yes 0 - no.

**Energy and Sustainability Committee - Two vacancies 3-year terms**

**Tamisha Civil (incumbent) and Molly Cochran (incumbent)**

Ms. Civil, participating remotely, expressed her interest in being re-appointed. Ms. Cochran, present in the hall, stated that she was looking forward to continue working with the Chair, Nathan Cleveland.

Ms. Roberts nominated Ms. Civil and Ms. Cochran to the Energy and Sustainability Committee. The Board voted 5 - yes 0 - no.

**Metropolitan Area Planning Council (MAPC) Alternate - One Vacancy 3-year term**

**Mr. Stan Zoll**

Mr. Zoll, participating remotely, withdrew his application.

Ms. Roberts, currently on the Board, expressed that Ms. Pamela McCarthy has expressed interest in continuing to serve.

Chair Cavey announced that the vacancy for the MAPC Alternate would be tabled to July 3, 2024.

**Stoughton Media Access Corporation (SMAC) Two Vacancies 2 - year terms**

**Stephen Bates (incumbent), Bob Mullen (incumbent) and Terry Schneider**

Chair Cavey announced that Mr. Schneider's application had been received after the deadline, therefore would not be considered. Mr. Bates, in attendance and the current treasurer, came forward to ask to be re-appointed. He said he enjoys working with the current team. Mr. Mullen, also in attendance, expressed his interest in continuing.

Ms. Roberts nominated for re-appointment Mr. Bates and Mr. Mullen. The Board voted to approve 5 - yes 0 - no

**Zoning Board of Appeals - One Vacancy 5-year term**

**Gary Ilacqua (incumbent) and Emiel Barbosa**

Chair Cavey announce the Daniel Pessia had resigned after the advertisement had been published, therefore there is an additional unexpired 2-year term vacancy. Mr. Ilacqua expressed preference for the 2-year term. The Board tabled appointment to July 3, 2024.

**Council of Aging - Two vacancies 3-year terms**

**Brian Butler, Jane Desberg (incumbent), Joseph Taylor and Maryann Walsh (incumbent)**

Chair Cavey announce the death of Board member Boyd Walls, leaving a 2-year unexpired term.

Ms. Roberts nominated Brian Butler for the 2-year unexpired term and Vice Chair Carrara nominated Ms. Desberg and Ms. Walsh for the 3-year terms. The Board voted 5 - yes 0 - no.

**Library Trustees - Two vacancies 3-year terms**

**Harvey Levensohn (incumbent), Margaret Sewcyk (incumbent) and Martin West**

Mr. Levensohn, participating remotely, spoke noting his involvement with the library for 45 years. Ms. Sewcyk stated that she was proud of the Stoughton Library. She praised the recent program of the Town-wide reading of "Soul of an Octopus". Mr. West commented that he served as a tutor in the Adult Literacy Program.

Ms. Roberts nominated Mr. West and Ms. Sewcyk. Vice Chair Carrara nominated Mr. Levensohn. On the nominations, the Board voted Ms. Sewcyk 5 -yes 0 - no; Mr. West 2 – yes 3 - no and Mr. Levensohn 4 - yes 1 - no.

**Open Space Committee- One Vacancy 2-year term and Four Vacancies 3-year terms**

**Juan Fox (incumbent) and John Perry (incumbent)**

Mr. Fox expressed his interest in continuing to serve. Mr. Perry spoke of his 8 or 9 years of involvement with the Open Space Committee and his interest in preserving green space.

Mr. Carrara nominated Mr. Fox and Mr. Perry for 3-year terms on the Open Space Committee. The Board approved 5 - yes to 0 - no.

Mr. Jay Mallen 195 Perry Street resident, a recent graduate with a bachelor's in political science, and a resident of Stoughton for 25 years, volunteered for this Committee.

Ms. Roberts nominated Mr. Mallen for a 3-year term on the Open Space Committee. The Board approved 5 - yes 0 - no vote.

**Stoughton Equal Opportunity Committee - Three vacancies 3-year terms**

**Tamisha Civil (incumbent) and Christiana Odunze**

Both Ms. Civil and Ms. Odunze expressed their interest in continuing to serve. Ms. Roberts nominated Ms. Civil and Ms. Odunze to the Stoughton Equal Opportunity Committee. The Board voted 5 - yes 0 - no to approve.

**Cultural Council - Five vacancies 1-year terms and One Vacancy 3-year term.**

**Dianne Shemtov, Teresa Tapper and Martin West**

Ms. Shemtov, a 6-year resident of Stoughton, has worked 32 years for a non-profit and has experience as an event planner. Ms. Tapper, currently on the Youth Commission, expressed a strong belief in cultural awareness. Town Manager Calter and Ms. Roberts spoke on behalf of Ms. Tapper, noting her work effort.

Ms. Roberts nominated Ms. Tapper for the 3-year term, Ms. Shemtov and Mr. West for the 1-year term on the Cultural Council. The Board voted to approve 5 - yes 0 - no.

**Brockton Area Transit - One Vacancy 3-year term**

Mr. Mokrisky volunteered to serve in this capacity.

Chair Cavey tabled this appointment to July 3, 2024.

**Zoning Board of Appeals – Alternate – Five Vacancies 1-year terms**

Mr. Jay Mallen volunteered to serve as an alternate on the Zoning Board of appeals for a 1-year term. He was nominated by Ms. Roberts. The Board voted 5 - yes to 0 – no.

**Request to add the following to the Town Manager’s 2024/2025 goals: Oversee the delivery of a Property Master Plan by Hebrew Senior Life**

Mr. Gitto asked if the Town Manager could request a master plan from the Hebrew Senior Life Organization relative to the 50 acres being considered for a housing project. He suggested that some of the wetlands could be altered, and such an effort would give the Town greater control over the affordable housing in the Town. He noted that the current proposal involves only 5 acres. Mr. Mokrisky objected on the grounds that it was not the responsibility of the Town Manager to become involved. Ms. Roberts also objected on the grounds that Town Manager Calter had a very full plate of responsibilities and a long list of goals. Vice Chair Carrara remarked that the Town Manager should not be burdened with the scope of a private entity and its project.

Mr. Gitto moved to add to the Town Manager Calter the delivery of a master plan from Hebrew Senior Life. The motion was not seconded and therefore failed.

Ms. Roberts made the motion to enter the executive session, seconded by Chair Cavey. Motion passed 5 – yes 0 – no.

Chair Cavey announced that the Board would adjourn from Executive Session and would not return to open session.

The Open Session of the Select Board on Tuesday, June 18, 2024 was adjourned at 10:40 p.m. .

**Documents Used During the Meeting**

1. Executive Summary
2. Item #5 Interview for Appointment to the Stoughton Redevelopment Authority 3 pages
3. Item # 6 a. Application for Common Victualler License -KPA Restaurant and Sports Grill, Inc. 756 Washington Street 46 pages

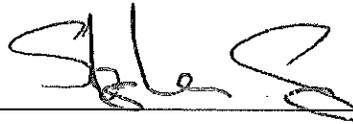
Item# 6 b. Application for a Common Victualler License, and Entertainment, Amusement Licenses and an Amendment to an All Alcohol License - Michael Romanuk Post 1645 now located at 14 Seaver Street 48 pages

4. Item #7 Town Boards and Committee Appointments 48 pages
5. Item #8 a. Consent Agenda 6 pages  
Item #8 c. Consent Agenda 1 page  
Item #8 d. Consent Agenda 10 pages

Approved on:

07/03/2024

Signed by:



Stephen M. Cavey, Chair



# TOWN OF STOUGHTON

## SELECT BOARD

10 Pearl Street – Stoughton, MA 02072 (781) 341-1300 Fax (781) 297-2879

June 18, 2024

Stephen Bates  
102 Chestnut Street  
Stoughton, MA 02072

Dear Mr. Bates:

This letter will confirm the vote of the Select Board to appoint you to a 2-year term on the Stoughton Media Access Corp. This term will expire on June 30, 2026.

Please come to the Town Clerk's office to take the oath of office. We are open Thursday evenings until 7:00 p.m. for your convenience.

Best wishes for much success and enjoyment. If I can be of any assistance to you on any issues, please do not hesitate to contact me.

Sincerely,

Stephen M. Cavey  
Select Board Chair

SMC/GP

cc: Town Clerk  
File



# TOWN OF STOUGHTON

## SELECT BOARD

10 Pearl Street -- Stoughton, MA 02072 (781) 341-1300 Fax (781) 297-2879

June 18, 2024

Bob Mullen  
19 Clover Lane  
Stoughton, MA 02072

Dear Mr. Mullen:

This letter will confirm the vote of the Select Board to appoint you to a 2-year term on the Stoughton Media Access Corp. This term will expire on June 30, 2026.

Please come to the Town Clerk's office to take the oath of office. We are open Thursday evenings until 7:00 p.m. for your convenience.

Best wishes for much success and enjoyment. If I can be of any assistance to you on any issues, please do not hesitate to contact me.

Sincerely,

Stephen M. Cavey  
Select Board Chair

SMC/GP

cc: Town Clerk  
File



# TOWN OF STOUGHTON

## SELECT BOARD

10 Pearl Street – Stoughton, MA 02072 (781) 341-1300 Fax (781) 297-2879

October 1, 2024

BY CERTIFIED MAIL RETURN RECEIPT REQUESTED AND FIRST-CLASS MAIL

President Mullen and Board of Directors  
Stoughton Media Access Corporation  
421 Page St., Suite 2  
Stoughton, MA 02072

Re: August 9, 2023 Access Corporation Agreement – ARTICLE VIII NOTICE

To President Mullen and the Board of Directors:

Reference is made to the August 9, 2023 Access Corporation Agreement (the “Agreement”) between the Stoughton Media Access Corporation (“SMAC”) and the Town of Stoughton. A copy of the Agreement is enclosed for your reference. It has come to the Select Board’s attention that SMAC has neglected several material requirements of the Agreement. This notice is being provided to you pursuant to Article VIII – Breach and Sanctions.

More specifically:

Under Article XI, Section 4, the Agreement requires SMAC to, within forty-five (45) days of the full execution of the Agreement, i.e. by September 23, 2023, update and amend its Bylaws as may be necessary or advisable to be consistent with this Agreement. The Select Board has no evidence SMAC has complied with Article XI, Section 4 despite the passage of over a year since the Agreement was executed.

Under Article V, Section 5, the Agreement requires that the president of the S.M.A.C. Board of Directors or his or her designee shall provide the Select Board with a quarterly update on the status of operations and capital planning. No such update has ever been provided despite the passage of over a year since the Agreement was executed.

Under Article V, Section 9 of the Agreement, “[r]eviews, reports or audits of its finances and operations shall be conducted and provided annually by S.M.A.C....to the Issuing Authority and MUNICIPALITY...within ninety (90) days after the close of S.M.A.C.’s fiscal year or within sixty (60) days after the filing of its state and federal tax returns...” The Select Board has no evidence

SMAC has complied with Article V, Section 9 despite the passage of over a year since the Agreement was executed.

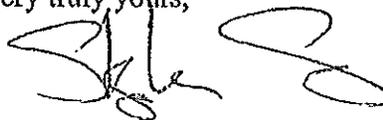
Article V, Section 11 of the Agreement requires that, at the time of filing the Annual Review, Report and/or Audit, SMAC shall provide an inventory of its equipment and facilities together with a statement of its condition and corrective action, if any needed, taken or recommended to be taken to maintain all items in satisfactory condition. The Select Board has no evidence SMAC has complied with Article V, Section 11 despite the passage of over a year since the Agreement was executed.

Article V, Section 11 of the Agreement requires that SMAC shall prepare and approve annually a revolving three-year capital budget which shall be included in the President's quarterly update to the Select Board. The Select Board has no evidence SMAC has complied with Article V, Section 11 despite the passage of over a year since the Agreement was executed.

The Select Board now intends to conduct a Performance Review of SMAC in accordance with Article V, Section 9. This, however, cannot occur as SMAC has not yet met its obligations under the Agreement. In accordance with Article VIII of the Agreement, we therefore invite you now to address the above matters within the time period provided under Article VIII, i.e. within sixty (60) days of this notice, and to request an appearance on the Select Board's agenda so that the Select Board may receive the required quarterly update on the status of operations and capital planning, which we assume will be cumulative of the time since August 9, 2023 when the Agreement was executed.

We thank you for your anticipated cooperation and look forward to hearing from you. Should you have any questions regarding this matter, please feel free to contact the Town Manager, Thomas Calter, at (781) 341-1300, ext. 9211.

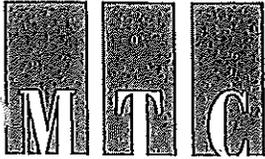
Very truly yours,



Hon. Stephen Cavey  
Stoughton Select Board, Chair

Enc.

cc: Town Manager  
Town Counsel



Mead, Talerman & Costa, LLC  
Attorneys at Law

730 Main Street  
Suite 1F  
Millis, MA 02054  
Phone/Fax 508.376.8400

[www.mtcattorneys.com](http://www.mtcattorneys.com)

October 1, 2024

BY CERTIFIED AND FIRST-CLASS MAIL

David J. Murphy, Esq.  
Peres, Zoppo & Associates PLLC  
6 Cabot Place, Suite 10  
Stoughton, MA 02072

Re: S.M.A.C. and Aug. 9, 2023 Access Corp. Agreement  
Demand for Records and Litigation Hold Notice

Dear Mr. Murphy,

This office serves as Town Counsel to the Town of Stoughton (the "Town"). We have been asked to write to you concerning the Stoughton Media Access Corporation ("SMAC") and the August 9, 2023 Access Corporation Agreement (the "Agreement") between the SMAC and the Town of Stoughton. A copy of the Agreement is enclosed for your reference. We understand that your office services as legal counsel to SMAC and we are therefore providing this demand and notice to you in that capacity. We have been asked to conduct a review with regard to potential breach of SMAC's duties under the Agreement as well as Federal and State law. To that end, and in accordance with Article V, Section 12 of the Agreement, demand is hereby made for the following records:

1. Any and all annual reports or audits of SMAC finances and operations from 2020 to the present;
2. Any and all books, records, accounts, returns, correspondence regarding SMAC's finances and/or accounting, and/or financial or accounting records related thereto kept, maintained, or available to SMAC from 2020 to the present;
3. Any and all notices of meetings concerning SMAC's Board of Directors from 2020 to the present;
4. Any and all minutes of Board of Directors meetings from 2020 to the present, including closed/private sessions if any;
5. Any and all recordings (audio and/or video) of all Board of Director's meetings from 2020 to the present;
6. Any and all records referenced, utilized, received or created at any such Board of Director's meeting from 2020 to the present;
7. Any and all public statements made justifying any bases for any closed/private session of a Board of Director's meeting, if any, from 2020 to the present.

*Newburyport Office*  
30 Green Street  
Newburyport, MA 01950  
Phone 978.463.7700  
Fax 978.463.7747

*New Bedford Office*  
227 Union Street, Suite 606  
New Bedford, MA 02740

## Litigation Hold Notice

This notice is intended to make clear your obligations in the event of litigation ensuing from this inquiry, both to the Town and to any other parties. The destruction or loss of relevant information, evidence, documents, and other materials can lead to spoliation issues that will adversely affect the Town's ability to assess liability and damages in any future litigation, and will expose you to potential sanctions, spoliation instructions, and other consequences.

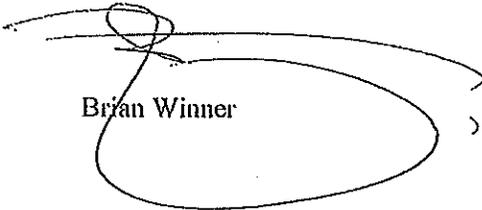
SMAC, its offices, its custodians of records, and its agents, servants, and employees must preserve:

- 1) Any and all relevant documents, including, but not limited to:
  - a. statements, whether recorded, handwritten, or electronic;
  - b. communications, whether oral, written, electronic, or telephonic, including letters, memoranda, correspondence, voicemails, and instant or text messages;
  - c. forms, reports, schedules, calendars, worksheets, plans, journals, appointment books, project diaries or daily records, photographs, videos, digital audio or video files, security logs, telephone logs, safety briefing or meeting records, and any other documents, files, or evidence, in any format, relating to work or services performed by SMAC for or regarding the Town of Stoughton since 2020;
  - d. photographs, videos, images, and depictions of any kind and format relating to work or services performed by SMAC for or regarding the Town of Stoughton since 2020;
  - e. notes, transcripts, minutes, or records of any kind relating to work or services performed by SMAC for or regarding the Town of Stoughton since 2020;
  - f. notices to any governmental agencies, whether municipal, state, or federal;
  - g. notices to any nongovernmental organizations, including private entities of any kind;
  - h. permits, authorizations, or permissions from any entity, whether governmental or nongovernmental that relating to work or services performed by SMAC for or regarding the Town of Stoughton since 2020;
  - i. citations, violations, notices of sanction, or any similar document issued by any entity, whether governmental or private, to any party or entity, which are in your possession, custody, or control relating to work or services performed by SMAC for or regarding the Town of Stoughton since 2020;
  - j. records, notes, minutes, transcripts, or recordings of any meetings held by SMAC, any of its departments, officers, or agents, and any entities or officials of the Commonwealth of Massachusetts and the federal government relating to work or services performed by SMAC for or regarding the Town of Stoughton since 2020.
- 2) Identify any individuals or entities within your knowledge with personal knowledge of the work or services performed by SMAC for or regarding the Town of Stoughton since 2020 and maintain their identity, contact information, and location.
- 3) Place a hold on any system for automatically deleting or destroying information, whether preserved physically or electronically, and suspend the operation of any document retention or deletion program that would result in the destruction or loss of information bearing upon the work or services performed by SMAC for or regarding the Town of Stoughton since 2020.
- 4) Instruct your officers, directors, custodians of records, and agents, servants, and employees to preserve any information, documents, or evidence of any kind relevant to these events and ensure that it is segregated, maintained, preserved, and not deleted, altered, or lost in any form or manner.
- 5) Instruct your officers, directors, custodians of records, and agents, servants, and employees that any information preserved, maintained, and segregated, whether stored physically or electronically, is backed up, copied, or otherwise protected against even accidental loss or destruction.

This notice of preservation is not limited to formal or final documents, and applies to any and all documents, including drafts, informal notes, handwritten documents, work papers, or records of any kind whatsoever. This notice includes information, documents, and evidence maintained in any format, including: paper files and hard copy; computer hard drives; computer servers; voice mail systems; removable or transportable media, e.g., CDs, DVDs, Blu-Ray disc, flash drives, USB memory devices, external hard drives, backup tapes, and the like; laptop or tablet computers or mobile devices; telephones; cell phones, smartphones, and other mobile devices; cloud storage; and any other location or format in which relevant information and evidence might be maintained. This notice likewise is not limited to information, documents, or evidence maintained solely on work devices or sources, and includes information that may exist on home or personal computers, laptops, tablets, cell phones, smartphones, email accounts, private social media accounts, cloud storage, or private residences.

Although Article V, Section 12 of the Agreement provides only for a reasonable time to respond, we request that you make all efforts to tender the responsive records within thirty (30) days. Thank you for your attention to this matter and we look forward to hearing from you.

Very truly yours,



Bryan Winner

Enc.

cc: Select Board  
Town Manager



Gilda Pereira <gpereira@stoughton-ma.gov>

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## Request Appearance on Select Board's Agenda

2 messages

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Bob Mullen <bobmullen02072@gmail.com>

To: Gilda Pereira <gpereira@stoughton-ma.gov>, Reggie Medeiros-Kowalczykowski <twnmgr@stoughton-ma.gov>

Cc: "Steve Bates (E-mail)" <Steve@batesremodeling.com>

Mon, Oct 28, 2024 at 9:07 AM

Hi Gilda,

As a Chair of the SMAC's Board of Directors and in compliance with Select Board's Chair Stephen Cavey's letter, dated October 1, 2024, I am asking that SMAC be added to the Select Board's Agenda under the topic of SMAC's President Quarterly Update.

I am suggesting the date of Tuesday, November 19 2024 if the Select Board is meeting that evening. If that evening is possible, please let me know.

Thank you

Bob Mullen, Stoughton Media Access Corp  
cell 781-910-8201

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Gilda Pereira <gpereira@stoughton-ma.gov>

To: Bob Mullen <bobmullen02072@gmail.com>

Cc: Reggie Medeiros-Kowalczykowski <twnmgr@stoughton-ma.gov>, "Steve Bates (E-mail)" <Steve@batesremodeling.com>

Mon, Oct 28, 2024 at 9:11 AM

Good morning Bob, I will keep you posted.

Gilda

*Assistant to the Town Manager/Select Board*

Town of Stoughton  
10 Pearl Street, 3rd Floor  
Stoughton, MA 02072  
te. 781-341-1300 ext. 9212  
(Quoted text hidden)



Gilda Pereira <gpereira@stoughton-ma.gov>

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## Select Board Meeting

1 message

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Gilda Pereira <gpereira@stoughton-ma.gov>  
To: Bob Mullen <bmullen@stoughton-ma.gov>

Wed, Nov 13, 2024 at 9:23 AM

Hi Bob,

SMAC quarterly update will be on Tuesday's Select Board agenda. Do you have back-up for the Board? If you do, I will need it by noon tomorrow. Please let me know.

Thanks  
Gilda

*Assistant to the Town Manager/Select Board*

**Town of Stoughton**

**10 Pearl Street, 3rd Floor**

**Stoughton, MA 02072**

**te. 781-341-1300 ext. 9212**



Gilda Pereira <gpereira@stoughton-ma.gov>

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## Select Board Meeting

1 message

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Bob Mullen <bobmullen02072@gmail.com>  
To: Gilda Pereira <gpereira@stoughton-ma.gov>

Thu, Nov 14, 2024 at 1:40 PM

Hi Gilda,

SMAC was served with legal documents from Town Counsel in addition to Chairman Cavey's October 1, 2024, Letter.

SMAC has engaged counsel itself to assist us in responding to both these demands and claims of the Town as with events that have transpired since we were served.

SMAC will be providing our response, including the information for a quarterly update requested by Chairman Cavey, through counsel and with our response to Town Counsel.

We look forward to meeting with the Board once SMAC and the Town each review the information and claims and look forward to meeting with the Board at that time.

Thank you

Bob Mullen, Stoughton Media Access Corporation



# PERES, ZOPPO & ASSOCIATES, PLLC

## Attorneys at Law

November 27, 2024

### BY HAND DELIVERY AND EMAIL

[brian@mtclawyers.com](mailto:brian@mtclawyers.com)

Attorney Brian J. Winner  
Mead, Talerma & Costa, LLC  
Attorneys at Law  
730 Main Street, Suite 1F  
Millis, MA 02054

Re: October 1, 2024 Letters from Select Board Chairman Cavey and Attorney Brian J. Winner; Notice of Claim under M.G.L. c. 258, § 4 and Preservation Letter to the Town of Stoughton

Dear Attorney Winner:

I am writing in response to your October 1, 2024 "Demand for Records and Litigation Hold Notice" claiming a "potential breach of SMAC's duties under the [Access] Agreement as well as federal and state law" and the Letter of the same date from Stoughton Select Board Chairman Cavey claiming breach of the Access Agreement, which collectively threaten imminent litigation. The SMAC Board of Directors feel the objective of these letters is to attempt to sideline it from covering the news of the construction of the South Elementary School, to control news coverage, and to punish and control SMAC. The Town of Stoughton (the "Town") Select Board's accusations that SMAC is taking sides in this hotly debated South Elementary School Building Project (the "Project"), or any other news stories, are untrue or pretextual. SMAC sets out below the facts as to why it believes this is the case, the applicable law, and then responds substantively to the requests made in the Letters.

The facts of this dispute, as I understand them, are these:

Select Board Chairman Stephen Cavey and Town Manager Tom Calter are members of the South Elementary School Building Committee (the "SBC") established to serve a public purpose, the construction of the Project.<sup>1</sup> The construction of the South School is an investment estimated at \$114 million by the SBC requiring \$66 million of the \$114 million to be paid by the Town. As you know, The Project Ballot Question was voted down at the June 11, 2024 Special Election despite its approval as a ballot question at

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<sup>1</sup> Mr. Calter refers to his effort to obtain favorable Stoughton residents' votes to construct the South School as "passionately supportive" and characterizes obtaining the approval of the Project as a political "campaign," that he knows "how to win" which includes a "PAC", i.e., Political Action Committee to circulate information about the Project "around Town," and that he is experienced in obtaining his political objectives. See link to July 17, 2024, SBC meeting in which Mr. Calter participated by phone. <http://71.184.118.35/CablecastPublicSite/show/9774?site=2>.

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One Boston Place, Suite 2600, Boston, MA 02108 · 6 Cabot Place, Suite 10, Stoughton, MA 02072

[www.PeresZoppo.com](http://www.PeresZoppo.com)

[jzoppo@pereszoppo.com](mailto:jzoppo@pereszoppo.com)

Boston: 617-535-7533 · Stoughton: 781-436-8440

Fax: 781-251-6649

Please Reply to:  
Stoughton, MA Address

the May 2024 Town Meeting and so the project is the subject of wide and intense debate in the Town as is the Town's investment of \$66 million in the Project. Without any SMAC coverage of the ESBIWG meetings on November 20, 2024, Town Meeting voted to have the Select Board schedule an override vote.

The SBC established the Elementary School Building Independent Working Group ("ESBIWG") as part of its "Community Outreach" according to its January 10, 2024 Agenda. It appears from its Executive Summary dated November 12, 2024, the ESBIWG's mission is to advance the Project through the investigation and dissemination of information about the Project to the voting public of the Town. In the words of the Town Manager, Mr. Calter:

There are active Political Action Committees working in support and opposition to this project. In an effort to gather, vet and publish information for the public, I have formed the South School Building Project Independent Working Group. This working group consists of citizens and Town employees appointed by me .... During a 10-week period, the group will meet once a week to take testimony from subject matter experts .... By November 15, 2024, the working group will publish a document which will provide vetted information on the issues of known interest to our residents .... During the working group weekly meetings, members will take and challenge testimony.

*Town Crier* September 3, 2024, "A Message from the Town Manager's Office," dated August 29, 2024.

On September 3, 2024, a SMAC crew attempted to record and air a news story, an ESBIWG meeting, with the prior approval of the Chairman of the ESBIWG, John Anzivino. On SMAC's arrival the Vice Chairperson, Jess Minor, informed the SMAC recording crew that the ESBIWG did not want its event recorded. SMAC departed. Shortly thereafter, that same day, Gilda Pereira, Assistant to the Town Manager/Select Board, called the SMAC studio to state that the Town Manager, Mr. Calter, is not allowing SMAC to record the ESBIWG meeting under any circumstances that evening.

Fallout against SMAC from the Town by Messrs. Cavey, Calter and Mokrisky continued swiftly, culminating in the two Default Notice Letters, dated October 1, 2024, and served on SMAC. Additional events, actions and statements by the Town described below and highly detrimental to SMAC followed. These actions and statements do not appear to SMAC to be consistent with Massachusetts and federal law, only some of which is referenced below. Many of these actions and statements constitute breaches of the Access Agreement as well.

A public access news broadcaster covering a "working group" established by a Town Committee, the SBC, that takes expert testimony to gather and "vet" evaluative information to publish to voters of the Town at large for use by them to vote on a \$114 million Town construction project for "community outreach", a public purpose, is not political action by SMAC. Schools will be redistricted, and families therefore profoundly affected by the Project, whether it proceeds or not according to the information available on the issue. Mr. Calter's statements and actions, including preventing SMAC's attempt to cover the working group meeting and attempting to rationalize it, is political action. News coverage is not political. SMAC attempted to cover news, it did not and has no interest in promoting or defeating the Project. If the October 1, 2024 Letters are retaliatory, as the timing and the nature of the claimed breaches suggest, it suggests a political motivation to prevent coverage by SMAC. Efforts to stifle news coverage of public importance regarding governmental affairs is protected by the First Amendment. *First National Bank of Boston v. Bellotti*, 435 U.S. 765, 776-77 (1978), rehearing denied 438 U.S. 907 (1978). The First

Amendment prohibits government officials from retaliating against individuals for engaging in protected speech. *See Crawford-El v. Britton*, 523 U.S. 574, 592 (1998); *Decotiis v. Whittemore*, 635 F.3d 22, 29-30 (2011) (“as a general matter the First Amendment prohibits government officials from subjecting an individual to retaliatory actions ... for speaking out.”, citing *Mercado-Berrios v. Cancel-Alegria*, 611 F.3d 18, 25-26 (1st Cir.2010) (quoting *Hartman v. Moore*, 547 U.S. 250, 256 (2006) (internal quotation marks and citations omitted)). The Free Speech Clause applies to the speech of corporations. *See Citizens United v. Federal Election Com’n.*, 558 U.S. 310, 342 (2010).

On September 4, 2024, Select Board Member Scott Carrara, voiced his opinion to the Town Manager and the public at large that he disagreed with SMAC not being allowed to record the ESBIWG meeting. Mr. Calter replied that it was his decision what gets recorded and aired in the Town by SMAC. A link to that meeting is: **Select Board Meeting 9-4-24**. Mr. Calter’s rationale, as published in the September 10, 2024 Edition of the “Stoughton Town Cryer” appears to be that because the ESBIWG is a working group, it is not subject to the Open Meeting Law, and therefore SMAC may be barred from recording. SMAC takes no position on the applicability of the Open Meeting Law to the ESBIWG. The applicability of the Open Meeting Law does not define the scope of SMAC’s news coverage authority, but the Open Meeting Law can inform protection under the First Amendment,<sup>2</sup> 42 U.S.C. § 1983, and newsworthiness. *See Connelly v. School Committee of Hanover*, 409 Mass. 232, 234 (1991).

SMAC does take issue with Mr. Calter’s assertion that as Town Manager, it is his decision what gets recorded and aired by SMAC. In addition, we object to the use of the Open Meeting Law as a means to assert editorial control over SMAC’s news coverage. The ESBIWG meeting was held in a public venue and open to the public and therefore SMAC should not have been barred from covering the meeting, and the Town Manager’s efforts to bar SMAC from doing its job is objectionable as a prior restraint on free speech.

Mr. Calter’s representation that the Town Manager controls SMAC’s ability to record anything, except the proceedings set out in Article 5, § 3 of the Access Agreement is incorrect, and damages SMAC’s reputation as an independent, unbiased news source. The Town Manager has no lawful authority to dictate what SMAC, an independent, private non-profit corporation, authorized by law and by contract to cover governmental and educational issues of interest to the public may or may not cover or broadcast. The Town Manager’s attempt to assert such control over SMAC constitutes censorship and a prior restraint on the First Amendment prohibited under both the Massachusetts and United States Constitution. *See Manhattan Cmty. Access Corp. v. Halleck*, 587 U.S. 802, 808 (2019). “[T]he Free Speech Clause prohibits governmental abridgment of speech.” SMAC is a public forum created pursuant to 47 U.S.C. § 531, as such SMAC is a Designated Public Forum. *See Halleck*, 587 U.S. 802, 811. “When the government provides a forum for speech (known as a public forum), the government may be constrained by the First Amendment”. *Id.* Mr. Calter’s statements and actions appear to be a prior restraint on free speech. *Sindi v. El-Moslimany*, 896 F.3d 1, 31-32 (1st Cir. 2018). “Free discussion of governmental affairs lies at the heart of the First Amendment.” *First National Bank of Boston v. Bellotti*, 435 U.S. 765, 776-77 (1978).

Mr. Calter’s statements and actions may also constitute denial of civil rights under 42 U.S.C. § 1983. *ASOCIACIÓN DE SUBSCRIPCIÓN CONJUNTA DEL SEGURO DE RESPONSABILIDAD*

<sup>2</sup> Whether the meeting is subject to the Open Meeting Law goes to the creation of a “public forum” or a “designated forum” protected by the First Amendment and 42 U.S.C. §1983. The Supreme Court has treated a school board meeting, which appeared to be open for general public comment sessions, as a designated public forum. *Perry Educ. Ass’n v. Perry Local Educators’ Ass’n*, 460 U.S. 37, 45 (1983), citing *City of Madison, Joint Sch. Dist. No. 8 v. Wis. Emp’t Relations Comm’n*, 429 U.S. 167 (1976).

*OBLIGATORIO v. Juan A. FLORES GALARZA*, 484 F.3d 1, 20 (2007) (“A private corporation may allege a constitutional violation under § 1983.”). Claims of abridgement of the First Amendment are actionable as violations of 42 U.S.C. § 1983; *Decotits v. Whittemore*, 635 F.3d 22, 29-30 (2011); and carry the potential for compensatory damages, punitive damages and attorney’s fees. Punitive damages are available in a § 1983 action “when the defendant’s conduct is shown to be motivated by evil motive or intent, or when it involves reckless or callous indifference to the federally protected rights of others.” *Okosi v. Roby*, 715 F. Supp. 3d 166, 175 (D. Mass. 2024) (“Punitive damages [and attorney’s fees] are available in a § 1983 action when the defendant’s conduct is shown to be motivated by evil motive or intent, or when it involves reckless or callous indifference to the federally [or Massachusetts] protected rights of others”...or “knowledge that [he] may be acting in violation of federal law.”). Proof of the defendant’s awareness of that risk may be circumstantial. *Okosi v. Roby*, 715 F. Supp. 3d 166, 176 (D. Mass. 2024). Knowledge of the risk that the actions may violate federal law may be proven with circumstantial evidence. *Joyce v. Town of Dennis*, 770 F.Supp.2d 424,428 (2011) (also citing G.L.A. 151B § 9 as a basis for attorney’s fees).

To the extent that the South School Project is, as Mr. Calter claims, a “campaign,” prohibiting opponent’s views is forbidden, including under *Anderson v. City of Boston*, 376 Mass. 178, 200 (1978). The Court stated that the use of facilities paid for by public funds would be improper, “at least unless each side were given equal representation and access.” *Id.* *Anderson* prohibits the political use of cable television resources. *Id.* The conclusion is the same under the Access Agreement, Article V, §13, and The Cable Communications Policy Act of 1984 (The Cable Act”), 47 U.S.C. §531.

The Cable Communications Policy Act of 1984 (The Cable Act”), cited in the Access Agreement provides:

a cable operator shall not exercise any editorial control over any public, educational, or governmental use of channel capacity....

47 U.S.C. §531(e). A cable operator is “[a]ny person or group of persons...responsible for, through any arrangement, the management and operation of such a cable system. 47 U.S.C. § 522(5).

The Town is also in breach of the Access Agreement as set out below. Article V, § 2 provides:

*Editorial discretion, the content of programming and the liability for programming placed on those Access Channel(s) which are operated by S.M.A.C. shall solely reside in and be the sole responsibility of the access producers and S.M.A.C. and not the MUNICIPALITY nor their LICENSEES.*

(emphasis added). Indeed Article V, § 1 of the Access Agreement obligates SMAC to cover what *it decides* is the news in Stoughton. Further Article V, § 3 of the Access Agreement provides:

*S.M.A.C. shall be solely responsible for providing live coverage of all regularly scheduled meetings of the Select Board, School Committee and Town Meeting for the MUNICIPALITY, to the fullest extent practicable and possible....[and] S.M.A.C. shall provide live coverage of one additional public meeting, per quarter, if requested by the MUNICIPALITY.*

There is no construction of the Access Agreement that SMAC may cover nothing except what is requested by the Town Manager or anyone else, nor would that language be legally enforceable, including

under Article V, §§1 and 2, cited above.

During the Select Board Meeting on September 4, 2024, Mr. Calter interrogated SMAC Board Member Dave Lurie who stated that SMAC's Board of directors voted 5-0 to cover the September 3, 2024 ESBIWG meeting. The SMAC Board did not vote to cover anything. The SMAC Board voted not to cover the Climate Action Committee it had agreed to cover because it appeared the ESBIWG meeting was more urgent and had significant public interest given the \$114 million amount in question, the proposed second vote to try to get the Project approved, its impact on real estate bills of the Town's residents and the fact that it had been voted to a ballot then defeated despite the degree to which it had been promoted by Town Officials, all made for a more timely and compelling news story. At this meeting several Town residents also expressed their regret that Mr. Calter prevented SMAC's coverage.

On September 10, 2024, Mr. Calter again stated that he had authority to dictate SMAC's news coverage. A link to that meeting follows: <https://www.stoughton.org/ArchiveCenter/ViewFile/Item/1025>.

On September 11, 2024, Mr. Calter visited SMAC's studio shortly before 11:00 a.m. for an interview by David Walsh, a new producer. Mr. Calter and SMAC's Station Manager Anya Zulawnik spoke prior to the interview. Mr. Calter stated that the SMAC Board of Directors "had no right to take a vote to have *his* meeting recorded."

On September 12, 2024, Select Board Chairman Cavey and Robert Mullen, President and a Director of SMAC had a call. Mr. Cavey stated that SMAC's attempt to cover the ESBIWG meeting was "being political" and a breach of the Access Agreement. Notwithstanding that SMAC is accused of being political, in violation of the Access Agreement and the law, neither of the October 1, 2024 Letters mention this alleged breach. The failure to mention the alleged political violation in two letters informing SMAC of breaches of the Access Agreement demonstrates that the allegations that SMAC's efforts to cover a public meeting were a breach of the Access Agreement is untrue, lacks any substance, and cannot be justified. SMAC is a public cable access news broadcaster trying to cover a meeting regarding the construction of a public school with public funds which the public was urged to attend.<sup>3</sup> The meeting, about the pros and cons of the expenditure of \$66 million of taxpayer money, will affect real estate tax bills of the residents of the Town.

On October 8, 2024, SMAC's Station Manager attended the Stoughton Town Manager's Director's Meeting at Town Hall. At the meeting SMAC provided an update as it did on March 14, 2024, about SMAC's capital equipment and programming.

On October 10, 2024, at 2:20 p.m. Mr. Calter telephoned SMAC President Mr. Mullen excoriating Mr. Mullen for what he claimed was SMAC's "political activity" including by attempting to cover the ESBIWG meeting and inaction, not in support of causes Mr. Calter deemed should be supported. The conversation lasted twenty-four minutes.

Finally, on October 28, 2024, Mr. Mokrisky called Luke Asack of SMAC expressing his displeasure about a SMAC video by Caroline Rowe, also of SMAC, about the Logistics Park Groundbreaking on October 17, 2024. Mr. Mokrisky then visited SMAC the next day. He complained that SMAC, by way of Messrs. Mullen and Bates, deliberately deleted credit paid to Mr. Mokrisky for the approval of the development of the site. Mr. Mokrisky claimed that this was the result of SMAC acting with "political

<sup>3</sup> See Mr. Calter's September 4, 2024, Message in the September 10, 2024, *Town Crier*.

motivation.” A link to a Letter from SMAC to the Town of Stoughton Select Board is attached for further details.

## CLAIMS

The Town is in breach of the editorial discretion provisions of the Access Agreement, which discretion is vested in SMAC not the Town. Those breaches are based on many of the same facts as the violations of federal and Massachusetts civil rights and constitutional rights set out above, including under M.G.L. c. 12 §11H and §11I, the Massachusetts Civil Rights Act (the “M.C.R.A.”), protecting both SMAC, its employees and officers and others. The civil rights claims (including Monell claims as to alleged §1983 violations) and constitutional claims are in part based on Town officials perpetrating the violations, as such acting under the color of state law. *Mancuso v. Massachusetts Interscholastic Athletic Ass'n, Inc.*, 453 Mass. 116, 123 (2009).

The Town’s statements (including at the March 14, 2024 Finance Committee Meeting regarding the Town’s Enterprise Fund as to which it falsely reported at a deficit) are libelous, damaging to its reputation, and actionable. *Boston Nutrition Society, Inc. v. Stare*, 342 Mass. 439, 442 (1961) (as to not-for-profit corporations). SMAC’s employees feel that the Town has created a potentially hostile work environment in connection with their work at SMAC as it relates to the Town. Obviously, SMAC is not in control of the individual rights of its employees and does not take a position on any claims they may have except to the extent that the Town exposes SMAC to the claims of its employees.

In order to exert maximum pressure on SMAC, the Town breached the Access Agreement refusing to pay over funds contractually and statutorily required to be paid to SMAC. The Town refused to pay SMAC its monthly payment of \$40,950.00, \$122,850.00 for the months of August, September and October.

Good faith and fair dealing requires neither party to a contract to deny the other party of the reasonable expectations of the benefits for which they contracted. *Robert and Ardis James Foundation v. Meyers*, 474 Mass. 181, 188-189 (2016) (“[a] breach occurs when one party violates the reasonable expectations of the other... The covenant “exists so that the objectives of the contract may be realized .... It provides “that neither party shall do anything that will have the effect of destroying or injuring the right of the other party to receive the fruits of the contract.”). At a minimum, the acts and statements by the Town that were willful, deliberate, and contrary to the provisions of the Access Agreement, such as editorial discretion, payment and retaliation for news coverage, deny SMAC of the benefit of its bargain with the Town under the Access Agreement as do other of the Town’s defaults under the Access Agreement.

In addition to the attorney’s fees and punitive damages available for the federal and state civil rights violations and collectible thereunder, M.G.L. c. 93A, §11 applies to Towns acting in a business capacity and are available in the present context. *City of Revere v. Bos./ Logan Airport Assocs., LLC*, 443 F. Supp. 2d 121, 128 (D. Mass. 2006) (a municipality is subject to liability under Chapter 93A when it is “acting in a business context”). It is abundantly clear the violations of the Access Agreement were willful and deliberate, whether or not retaliatory. To the extent that the Town’s claims, which are breaches themselves, and its other breaches were intended to control, sensor, or sideline SMAC, they are violations of M.G.L. Chapter 93A.<sup>4</sup>

<sup>4</sup> A breach of contract constitutes an unfair act under Chapter 93A, when used “as a lever to obtain advantage for the party committing the breach in relation to the other party; i.e., the breach of contract has an extortionate quality that gives it the rancid flavor of unfairness.” *City of Revere v. Boston/Logan Airport Associates, LLC*, 443 F.Supp.2d 121, 129 (2006). In *City of Revere*, the Court held that the City of Revere was acting in a “business context” such that 93A may apply. *Id.*

## Select Board Chairman Cavey's October 1, 2024 Letter

On March 14, 2024, the Stoughton Finance Committee held a public hearing which included an Article on the subject of the Stoughton Media Access Corporation ("SMAC") Enterprise Fund Account ("Article 10", Appropriation for FY2025 Cable Costs). Anya Zulawnik, Station Manager of SMAC, provided a presentation on SMAC's finances to the Finance Committee in connection with SMAC's Budget request. Mr. Calter and the Town Finance Director, Elizabeth Zaleski, among others were in attendance.

Ms. Zulawnik's presentation dealt specifically with SMAC's budget, including its budget request of \$491,000.00 and a description of recent capital acquisitions. The presentation included a summary and overview of SMAC's Budget of \$491,000.00 and capital needs as affected by its programming. The presentation included specific examples of how the equipment purchased improves the technology used by SMAC, its programming and overall ability to provide PEG programming and expand it. SMAC also discussed SMAC's work in the last two years (2022-2023) on capital acquisitions, its relocation and equipment requirements in support of its Budget. A link to that presentation to the Town of Stoughton is located at the following link: "<http://71.184.118.35/CablecastPublicSite/show/9606?site=2>".

The Finance Committee asked the Town Finance Director, Elizabeth Zaleski, about the "big number" reported by the Town in its Certification of free cash to the Massachusetts Department of Revenue at the public meeting. Ms. Zaleski misrepresented that SMAC had a deficit in the "Cable Public Access Enterprise Fund" of several tens of thousands of dollars. The Finance Director then explained that the Town was paying SMAC more than the media providers were paying the Town, creating the deficit, that the projected revenues were almost \$200,000 less than SMAC's Budget request and that she was at a loss as to how a deficit that large could be covered. She then concluded that SMAC's Budget request was "unsupported;" and that based on projected Town revenues sounded the alarm bell that if the situation did not right itself the deficit would grow to \$50,000.00. That claim was later proven untrue. That the Town expresses such dire concern about SMAC's Three-Year Capital Plan, when it does not know how much money is in the Enterprise Fund, is difficult to believe.

SMAC has requested the balance of the Enterprise Account, and all activity associated with it from 2017 when it was established to the date hereof per M.G.L. c. 44 §§ 53F ½, 53F ¾. SMAC hereby renews that request.

Article V, §5 of the Access Agreement provides that the "liaisons" it appointed, Chairman Cavey and Selectman Mokrisky, are charged "to further facilitate communication, transparency, and compliance with this Agreement." SMAC's President, Bob Mullen, emailed Chairman Cavey and Selectman Mokrisky, on January 9, 2024, with an invitation to meet and proposed dates to contact the Station Manager to discuss ideas they may have for SMAC and to provide a means of communication between SMAC and the Select Board. Cavey and Mokrisky did not respond, except to send the October 1, 2024 Letters. Rather than the Select Board's liaisons reaching out to SMAC to discuss issues of concern in the spirit of cooperation, the liaisons are now SMAC's biggest antagonists, and Mr. Cavey has issued Letters claiming SMAC is in default and threatening litigation. The SMAC Board thought that it had turned that corner with the Select Board after it issued the discredited K&P Letter last year.

The SMAC Board graciously accepted then Select Board Member, Stephen Cavey's congratulations at SMAC's Annual Meeting on October 25, 2023, on a job well done running SMAC. (*See link*). It is difficult to believe that in less than twelve months and despite two Select Board Members being "liaisons"

to SMAC charged under the Access Agreement “to further facilitate communication, transparency, and compliance with this Agreement,” matters of which both you and Mr. Cavey now complain, the Select Board now finds the degree of fault it claims.

**As to SMAC’s Response to Select Board Chairman Cavey’s Letter:**

1. Bylaws (Article XI, Section 4) –

Article XI, Section 4 of the Access Agreement states in relevant part as to Mr. Cavey’s claimed breach:

**The Access Corporation agrees that within forty-five (45) days of the full execution of this Agreement, S.M.A.C. shall update and amend its Bylaws as may be necessary or advisable to be consistent with this Agreement.**

Nowhere does the Access Agreement provide that SMAC, a private corporation, must prove to the Select Board that it amended its Bylaws, how it may have done so or with what language. If I am incorrect, please point out that language. The language above also leaves any such amendment to the discretion of it Board of Directors in that the revisions that may be “necessary or advisable to be consistent with [the Access] Agreement.” As a matter of good faith and not as an admission SMAC discloses it revised its Bylaws to reflect language consistent with the Access Agreement as to the Open Meeting Law, holding private sessions of its Board of Directors, reasons for doing so and notices. The revision(s) referenced in the Access Agreement, if any, were to be effective within 45 days of the full execution of the Access Agreement. According to our records that date was October 20, 2023. The SMAC Board of Directors updated and adopted its Bylaws effective September 30, 2023.

2. Quarterly Updates to Select Board (Article V, Section 5) –

If the true objective of the foregoing provision is transparency and liaisons (as I understand it currently Chairman Cavey and Board Member Mokrisky) one would think there would be a request by the liaisons before they claimed four updates have been missed.

Chairman Cavey and Selectman Mokrisky have both attended meetings of the SMAC Board during the past year. The Station Manager has appeared before the Select Board and the Finance Committee to provide updates to the Town regarding SMAC finances, budgetary needs, and operations. In addition, SMAC has been working with Chairman Cavey, the Select Board, and the Town Manager over the past year in what SMAC viewed as a collaborative manner. Specifically, the Station Manager participates in the Town Manager Department Head or Directors Meetings at Town Hall and provides an update on SMAC operations and equipment and has done so as recently as the October 8, 2024, meeting. At the meeting SMAC provided an update as it did on March 14, 2024, about SMAC’s capital equipment and programming. Respectfully, SMAC disagrees that “No such update has ever been provided despite the passage of over a year since the Agreement was executed.” The Three-Year Capital Budget mentioned in the Access Agreement as part of the quarterly update is included in ¶ 5 below.

3. Review, Annual Report and Audit (Article V, Section 9) –

The Access Agreement provides in relevant part:

Reviews, reports or audits of its finances and operations shall be conducted and provided annually by S.M.A.C. as may be required by the regulations of the Attorney General as they may be amended, to its members, if any, to the Stoughton Cable Advisory Committee, to the Issuing Authority and MUNICIPALITY, and if requested, to LICENSEES within ninety (90) days after the close of S.M.A.C.'s fiscal year or within sixty (60) days after the filing of its state and federal tax returns, including any tax extensions filed by S.M.A.C., whichever is later, or at such other time as may be agreed upon by the Parties.

I know of no Attorney General regulation that requires SMAC to send the Town, "The Issuing Authority" copies of the Form 990 in addition to sending them to the Attorney General as publicly available documents, which is what the Access Agreement requires. Please let me know if you know of any such requirement. Notwithstanding, attached is a link to [the Form 990](#) filed with the Attorney General's Office. It is therefore publicly available in all respects. SMAC's 2023 Form 990 was also filed with the IRS on April 18, 2024. Mr. Cavey's commentary of receiving "evidence" appears incorrect as is, if there was such a requirement, the time frame of a year since the Access Agreements' execution in light of the above dates.

4. Inventory of Equipment and Facilities (Article V, Section 11) – SMAC has an inventory of equipment, and the Station Manager has provided an update and status/condition of SMAC's inventory at the Town Manager's Directors Meeting and at Finance Committee meetings (10/8-2024 and 3/14/2024 respectively) referenced above. Attached is that information, again, further updated to November 1, 2024, and detailed but at 6 pages, 2 of which deal with equipment at Town Hall, it is hardly dense.

5. SMAC's Three-Year Capital Budget is also attached. Again, this was discussed in connection with the Inventory of Equipment discussed above at the Town Manager's Directors Meeting and at the Finance Committee meetings.

Chairman Cavey made the Town Manager the point person to handle SMAC's response to his October 1, 2024 Letter. Mr. Calter *should be able* to confirm the information discussed at his Directors Meeting as well as the link to the March 14, 2024 Finance Committee Meeting provided above.

If there is further information the Town would like, please let me know. It is SMAC's position that the foregoing information demonstrates that the defaults claimed in Mr. Cavey's Letter were a result of a perceived politization by SMAC, that does not and did not exist and an effort to sideline its news coverage of the Project. SMAC is not in default of the Access Agreement, and the information provided herein cures any default by November 29, 2024, in accordance with Article VIII, Section 1 of the Access Agreement.

**As to Letter from Attorney Brian J. Winner:**

The most recent Access Agreement was executed by all parties on September 5, 2023. As of that date SMAC had already spent from August 12, 2021 until that date producing documents and information in the Select Board's last dispute with SMAC in 2021-2023. Given that the Access Agreement is dated September 5, 2023, and the Select Board was satisfied at that time with SMAC's performance, we do not intend to produce documents prior to that date.

The basis for the Letter includes that "[w]e have been asked to conduct a review with regard to potential breach of SMAC's duties under the Agreement as well as Federal and State law." Without more specifics as to the breach(es) claimed it is impossible to respond to this lack of specificity as is SMAC's

right under Article VIII, §1 of the Access Agreement on alleged breaches and cure provisions. Please provide additional details as to the breach(es) of the Access Agreement, and “federal and State law” so that SMAC may respond in an informed and intelligent manner. Without that detail your Letter, like Mr. Cavey’s, appears a to be a fishing expedition reminiscent of the relationship that SMAC thought was resolved by way of its settlement with the Town that resulted in the 2023 Access Agreement. It is SMAC’s position that until the Select Board, through counsel, identifies breaches in sufficient detail to permit an intelligent response by SMAC, the sixty-day time period to respond to your Letter under Article VIII, §1 does not begin.

SMAC is committed to transparency and cooperation with the Town under the Access Agreement, but the SMAC Board does not feel that is in any way reciprocated. SMAC provides Agendas at [this link](#).

SMAC has nothing to hide, but SMAC has an interest in its self-preservation and the autonomy dictated by its Articles, Bylaws and mission under the law to provide full news coverage affording all to be heard especially in matters as important and far reaching in consequence as the proposed \$114 million Project. To this end, SMAC’s officers have a fiduciary duty to secure SMAC’s future and autonomy in a manner consistent with the Access Agreement and in light of the legal obligations and limits on authority in the Access Agreement and under the law. The Select Board’s continued aggressive treatment of SMAC undermines its autonomy and mission.

The Access Agreement provides: “*S.M.A.C. shall maintain accurate books, records, and logs of its financial and programming activities....*” It is this universe of information that the parties agreed are to be shared. The Town’s access is “*to ensure compliance with this Agreement*”

As to the requests in your Letter:

1. Item 1 of your Letter is in the link in response to Mr. Cavey’s Letter at No. 3.
2. This request is unlimited and outside the scope of, or any reasonable reading of, the Access Agreement in both time and breadth. The information SMAC believes is responsive has been produced above.
3. Agendas are produced in the link above from the date of the Access Agreement forward. They are public documents send to the Town Clerk, but they are included here.
4. This is specifically *not* provided for in the Access Agreement and is one reason for example the Open Meeting Law does not apply.
5. The link to the Annual Meeting of October 25, 2023, which Mr. Cavey attended is [here](#). This is the only meeting recorded.
6. This request is outside the scope of, or any reasonable reading of, the Access Agreement in both time and breadth. The information SMAC believes is responsive has been produced above.
7. Basis of Private Sessions are set out in the Agendas which are a matter of public record, produced at the link above.

In light of the foregoing, especially the correspondence of Anya Zulawnik and Caroline Rowe. SMAC requests that the Select Board appoint new liaisons to SMAC. Also enclosed is a Preservation Letter directed to the Town of Stoughton. Please confirm its receipt on behalf of the Town.

SMAC reserves all its rights with respect to the information provided; SMAC does so in the interest of work towards attempting to settle a dispute, if possible. As such, neither this Letter nor any information disclosed by way of it is an admission of any breach. SMAC reserves its rights to supplement or revise this Letter and the information provided in connection with it. SMAC would appreciate the Town's input on the matters discussed in this Letter at your earliest convenience and before either SMAC or the Town resorts to further recourse.

Sincerely,

A handwritten signature in black ink, appearing to read "Joseph P. Zoppo", with a long horizontal flourish extending to the right.

Joseph P. Zoppo, Esq.

**Return of Organization Exempt From Income Tax**  
 Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)  
 Do not enter social security numbers on this form as it may be made public.  
 Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

OMB No. 1545-0047  
**2022**  
 Open to Public Inspection

For the 2022 calendar year, or tax year beginning **07/01/22**, and ending **06/30/23**

- Check if applicable:
- Address change
  - Name change
  - Initial return
  - Final return/terminated
  - Amended return
  - Application pending

<b>C</b> Name of organization Stoughton Media Access Corporation		<b>D</b> Employer identification number [REDACTED]
Doing business as [REDACTED]		<b>E</b> Telephone number [REDACTED]
Number and street (or P.O. box if mail is not delivered to street address) 421 Page Street, Unit 2	Room/suite [REDACTED]	
City or town, state or province, country, and ZIP or foreign postal code Stoughton MA 02072		<b>G</b> Gross receipts 158,702
<b>F</b> Name and address of principal officer: Robert Mullen Jr 19 Clover Lane Stoughton MA 02072		<b>H(a)</b> Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>H(b)</b> Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list. See instructions.
<b>I</b> Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) ( ) (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527		<b>H(c)</b> Group exemption number [REDACTED]
<b>J</b> Website: <a href="http://www.stoughtontv.com">www.stoughtontv.com</a>		<b>L</b> Year of formation: 2009 <b>M</b> State of legal domicile: MA
<b>K</b> Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other		

**Part I Summary**

<b>1</b> Briefly describe the organization's mission or most significant activities: Cable Access Corporation for the Town of Stoughton, Massachusetts.				
<b>2</b> Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.				
Activities & Governance	<b>3</b> Number of voting members of the governing body (Part VI, line 1a)	3	5	
	<b>4</b> Number of independent voting members of the governing body (Part VI, line 1b)	4	5	
	<b>5</b> Total number of individuals employed in calendar year 2022 (Part V, line 2a)	5	10	
	<b>6</b> Total number of volunteers (estimate if necessary)	6	10	
	<b>7a</b> Total unrelated business revenue from Part VIII, column (C), line 12	7a	0	
	<b>7b</b> Net unrelated business taxable income from Form 990-L, Part II, line 11	7b	0	
		7	Prior Year	Current Year
Revenue	<b>8</b> Contributions and grants (Part VIII, line 1h)	[REDACTED]	[REDACTED]	
	<b>9</b> Program service revenue (Part VIII, line 2g)	[REDACTED]	0	
	<b>10</b> Investment income (Part VIII, column (A), lines 3, 4, and 7d)	[REDACTED]	[REDACTED]	
	<b>11</b> Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	[REDACTED]	0	
	<b>12</b> Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	[REDACTED]	[REDACTED]	
	Expenses	<b>13</b> Grants and similar amounts paid (Part IX, column (A), lines 1-3)	[REDACTED]	0
		<b>14</b> Benefits paid to or for members (Part IX, column (A), line 4)	[REDACTED]	0
		<b>15</b> Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	[REDACTED]	[REDACTED]
		<b>16a</b> Professional fundraising fees (Part IX, column (A), line 11e)	[REDACTED]	0
		<b>b</b> Total fundraising expenses (Part IX, column (D), line 25)	0	[REDACTED]
<b>17</b> Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)		[REDACTED]	[REDACTED]	
<b>18</b> Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)		[REDACTED]	[REDACTED]	
<b>19</b> Revenue less expenses. Subtract line 18 from line 12		[REDACTED]	[REDACTED]	
Net Assets or Fund Balances		<b>20</b> Total assets (Part X, line 16)	[REDACTED]	[REDACTED]
	<b>21</b> Total liabilities (Part X, line 26)	[REDACTED]	[REDACTED]	
	<b>22</b> Net assets or fund balances. Subtract line 21 from line 20	[REDACTED]	[REDACTED]	

**Part II Signature Block**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

<b>Sign Here</b>	Signature of officer <b>Robert Mullen Jr</b>	Date [REDACTED]			
	Type or print name and title <b>President</b>				
<b>Preparer Use Only</b>	Print/Type preparer's name <b>Gerald F Paolilli CPA</b>	Preparer's signature [REDACTED]	Date 04/17/24	Check <input type="checkbox"/> if self-employed	PTIN [REDACTED]
	Firm's name <b>Paolilli, Jarek &amp; Der Ananian, LLC</b>	Firm's EIN [REDACTED]		Phone no. [REDACTED]	
	Firm's address <b>319 Littleton Road, Suite 101 Westford, MA 01886</b>				

# STOUGHTON MEDIA ACCESS CORPORATION

## Studio Equipment Inventory List

421 Page Street

Date: 11/01/2024

Qty	Description	Manufacturer	Model	Serial No.	In Service Year	Cost	Condition	Location
	2022-2025							
1	TerraStation	Buffalo	16TB Business	To be installed	2024	\$2,284	New	Studio
1	Fridge	Insignia	10 Cu. Ft.	NS-RTM 10WH2	2024	\$400	New	Studio
1	Desktop computer	Dell	OPTIPLEX	78NBN34	2024	\$1,550	New	Studio
1	Monitor	AOPEN	27CV1	HA0013410ID943W01MM4	2024	\$135	New	Studio
1	Podcasting Microphone	Rode	Dynamic Podcasting Mic	FG0507986	2024	\$99.00	New	Studio
1	4K Field Camera	Sony	PXM-Z90V	SQ12503826B	2024	\$2,799.00	New	Studio
1	Portable Lighting Kit	GVM	800D-RGB - 3 lights	800D-RGB	2024	\$500.00	New	Studio
	2023-2024							
1	HP Laptop	HP	Envy	3430XTN	2024	\$1,300	New	Studio
1	iPad	Apple	Dark Grey	LH2NG9476V	2023	\$300.00	New	Studio
1	Zoom Mic	Zoom	Multichannel	XYH-6/BLK	2023	\$300.00	New	Studio
1	Laptop	HP	Favillion	5CD20966PD	2023	\$800.00	New	Studio
2	Open Gear 2x4 3G HD-SDI DA	AJA	OG-3GDA-2x4		2023	\$651.00	New	Studio
1	Cablecast Live Streaming Server (Edu/Pub)	Tightrope	CBL-LIVE-350	SN0101106	2023	\$2,023.00	New	Studio
1	Cablecast Live Streaming Server (Edu/Pub)	Tightrope	CBL-LIVE-350	SN0101105	2023	\$2,023.00	New	Studio
1	Rackmount for Below	Middle Atlantic	RS44A2S		2023	\$142.00	New	Studio
1	Heio h.264 recorder	AJA	HeioPlus		2023	\$1,865.00	New	Studio
1	31" 4K Monitor for TC Zoom interface	Lilliput	BM310-4KS-VBP		2023	\$1,348.00	New	Studio
1	Terrastation NAS 60TB	Buffalo	TS5420RN6004	\$40682730400015	2023	\$3,956.00	New	Studio
1	Till Wall Mount for Samsung	Chief Fusion	LTM1U		2023	\$273.00	New	Studio
1	17" Rackmount monitor w/waveform	Swift	S-1173F		2023	\$1,187.00	New	Studio
1	Dual Full HD Rackmount Monitor	Swift	M-1093H		2023	\$2,937.00	New	Studio
1	65" Monitor	Samsung	QN65Q60BAF		2023	\$1,044.00	New	Studio
1	2 Stripe Control Surface	Newtek	2Stripe	NCS213600791520	2023	\$12,495.00	New	Studio
1	Tricaster Elite 2	Newtek	TC2E3RU	NT1607115659143	2023	\$31,995.00	New	Studio
	2022-2023							
1	Laptop	Dell	15-eg0025nr	00355-6069747868AAOEM	2022		Very good	Studio
1	Large Monitor	Samsung	Professional 65" BE65T-H		2022		Very good	Studio
1	TriPods	Manfrotto	MVK502055XPRO3		2022		Very good	Studio
1	TriPods	Manfrotto	MVK502055XPRO3		2022		Very good	Studio
1	Mac Studio	Apple	Z14K	K07WCC7PV9	2022		Very good	Studio
1	Mac Studio	Apple	Z14K	NNF2937VWV	2022		Very good	Studio
1	Mac Studio	Apple	Z14K	FDSV6FG6NR9	2022		Very good	Studio
1	Mac Studio	Apple	Z14K	XO3P6PK2P6	2022		Very good	Studio

# STOUGHTON MEDIA ACCESS CORPORATION

Qty	Description	Manufacturer	Model	Serial No.	In Service Year	Cost	Condition	Location
1	Mouse & Keyboard	Apple	A2520 & A1657		2022		Very good	Studio
1	Mouse & Keyboard	Apple	A2520 & A1657		2022		Very good	Studio
1	Mouse & Keyboard	Apple	A2520 & A1657		2022		Very good	Studio
1	Mouse & Keyboard	Apple	A2520 & A1657		2022		Very good	Studio
1	Monitor	Dell	S2722QC		2022		Very good	Studio
1	Monitor	Dell	S2722QC		2022		Very good	Studio
1	Monitor	Dell	S2722QC		2022		Very good	Studio
4	iMac 2019	Apple	iMac	D25Z1021JV40	2019		Good	Studio
	iMac 2019	Apple	iMac	D25Z1028JV40	2019		Good	Studio
	iMac 2019	Apple	iMac	D25Z1025JV40	2019		Good	Studio
	iMac 2019	Apple	iMac	D25Z102CJV40	2019		Good	Studio
2	iMac 2010	Apple	iMac	QP04701UGXU	2010		Obsolete	Studio
	iMac 2010	Apple	iMac	W8039010GXU	2010		Obsolete	Studio
1	Mac pro 2012	Apple	Mac Pro	C07HT1EEF4MC	2012		Obsolete	Studio
2	iMac 2013	Apple	iMac	D25PJODFF8J8	2013		Obsolete	Studio
	iMac 2013	Apple	iMac	D25PH5TF8J8	2013		Obsolete	Studio
1	HP Pavilion	HP	15	SCD20956BDO			New	Studio
1	Dell Inspiron 3670	Dell	D19M	GITHOQ2			Good	Studio
1	HP Podest	HP	400G5SFF	MXL924221GH			New	Studio
1	3 Lite Kit	ARRI	571961W				Good	Studio
1	Wide Lens	JVC	GI-V0746				Good	Studio
1	Camera	Cannon	EOS 70D	1.32026E+11			Good	Studio
1	Lens	Cannon	18 to 135 Zoom	1722034852			Good	Studio
1	Lens	Sigma	50 mm Primelens	14822287			Good	Studio
1	Lens	Cannon	24 mm Primelens	2801101980			Good	Studio
1	Eye in the Sky		Camera Platform				Good	Studio
1	Sound Board	Yamaha	MG24/4FX	UCQON01011			Good	Studio
1	Sound Board	Mackie	1402-VLZ Pro	21b445372			Good	Studio
2	AJA Recorder	AJA	KIPro Rack	6B010765			Good	Studio
1	DVD Copier	Microboard	QD-DVD-H127	QDUDSH700269			Good	Studio
2	TriPods	Manfrotto	55	RE233243			New	Studio
	TriPods	Manfrotto	55	Re233013			New	Studio
2	TriPods	Manfrotto	190xpriB				Fair	Studio
3	TriPods	Sony	VCTV/PR100				Fair	Studio
3	TriPods	Manfrotto	290 Extra				Fair	Studio
1	Camera	FlyCam					Good	Studio
2	Camera	Sony	HXR-NX30U	11121			Fair	Studio
	Camera	Sony	HXR-NX30U	11070			Fair	Studio
1	Camera	Sony	PXW-X70	1207567			Fair	Studio
3	Camera	Sony	PXW-Z90	2000926			New	Studio
	Camera	Sony	PXW-Z90	2000814			New	Studio
	Camera	Sony	PXW-Z90	2001019			New	Studio
1	Production System	Sony	Anycast AWS750	10037			Good	Studio
2	Wireless lav	Sony	URX-P2				Fair	Studio

# STOUGHTON MEDIA ACCESS CORPORATION

Qty	Description	Manufacturer	Model	Serial No.	In Service Year	Cost	Condition	Location
4	Wireless lav	Sony	URX-P03				Good	Studio
2	Wireless handheld	Sony	URX-P03				Good	Studio
1	Wireless handheld	Sony	URX-P2				Fair	Studio
1	FlowLite						Good	Studio
2	Camera's	JVC	GY-HM150U				Good	Studio
5	Camera's	Sony	HXR-NX5U	113260			Good	Studio
	Camera	Sony	HXR-NX5U	113265			Good	Studio
	Camera	Sony	HXR-NX5U	128004			Good	Studio
	Camera	Sony	HXR-NX5U	128003			Good	Studio
	Camera	Sony	HXR-NX5U	127996			Good	Studio
3	Camera's	Sony	HDXDCAEMX	100523			Good	Studio
	Camera	Sony	HDXDCAEMX	101284			Good	Studio
	Camera	Sony	HDXDCAEMX	100848			Good	Studio
3	TriPods	Manfrotto	114MV				Good	Studio
1	Notebook	HP				00325-96104-56053-a80EM	New	Studio
1	Monitors	Marshall	M-LYNX-503			MS031900171	New	Studio
1	Monitors	SWIF	3GSDI@HDMI	MN-1223H			New	Studio
1	Switch	Triplite	KVM 8Port Switch	B042-008			new	Studio
1	Lens	Cannon	Sigma 70-200mm				Good	Studio
1	Audio	Symetrix	Jupiter 8			80-0037DSNA0320220	New	Studio
2	Video	OpenGear	AJA				New	Studio
1	Distribution	KUNO	1616				New	Studio
1	Live Streaming	Cablecast	live 350	73185			New	Studio
1	Video IO	Cablecast	600	70720			New	Studio
1	Video IO	Cablecast	450	71620			New	Studio
1	Battery Back up		2200va				New	Studio
1	Production System	Broadcast Pix	MX8	12161			New	Studio
4	Lights	Smartfade	Parazip 400				Fair	Studio
3	Lights	Smartfade	ETC Spots				Fair	Studio
6	Lights	SmartFade	Parabeams				Fair	Studio
4	Lights	SmartFade	LEDspots				Fair	Studio
1	Sound Board	Mackie	1604-VLZ PRO				Fair	Studio
1	Power Conditioner	Furman					Fair	Studio
2	Robotic Video Controller	Digital	ES-2200T				Fair	Studio
1	Sound Mixer Preamp	Peavey	MMMA800T				Fair	Studio
1	Sound Mixer Amp	Peavey	MMMA8150T				Fair	Studio
1	Production System Date 2012	Broadcast Pix	Slate G Series			2012	Fair	Studio
2	Audio Control Module	Shure	SCM810				Fair	Studio
2	DVD Player	Tascam	DV-DOV				Fair	Studio
2	AC Power Controller	Middle Atlantic					Fair	Studio
2	Video Distributors	Kramer	VM50V				Fair	Studio
2	Audio Distributors	Kramer	VM80A				Fair	Studio
3	Power Supplies	Altronix					Fair	Studio
1	Intercom Controller	Archor	PC-100				Fair	Studio
1	VHS Player	JVC	SR-V101US				Poor	Studio
2	DVD Player	Panasonic	DVD-5500				Poor	Studio
2	Power Strip	Perma Power	FR85Z-15				Fair	Studio



# STOUGHTON MEDIA ACCESS CORPORATION

## Town Hall Equipment, 3rd Floor, SMAC Control Room, Inventory List Date: 1/01/2024

Qty	Description	Manufacturer	Model	Serial No.	In Service Year	Cost	Condition	Location
	2024-2025							
1	Monitor	LG	32"	Z0D068	2024	\$350	New	Town Hall
	2023-2024							
2	Hand Held Microphones	Sony	Wireless		2023	\$1,600	New	Town Hall
1	Rackmount for Below	Middle Atlantic	RSH4A2S		2023	\$142	New	Town Hall
1	Helio h.264 recorder	AAA	HelioPlus		2023	1,865	New	Town Hall
	2022-2023							
1	Laptop	Dell	15-eg0025nr	ND3HKD	2022	\$1,200	Very Good	Town Hall
1	Monitor	Dell	SZ722QC		2022		Very Good	Town Hall
1	Video Switcher	Newtek	TC410 Plus	NPR063371576054	2022	\$9,995	Very Good	Town Hall
1	Audio Mixer	Mackie	1202VLZ4	2040201CP0F0078	2022	\$318.75	Very Good	Town Hall
1	Control Surface	Newtek	TC1SP	NTIP34503406418	2022	\$6,995	Very Good	Town Hall
3	Spark SDI-NDI	Newtek	Spark Plus	NSP3GIO	2022	\$2,385	Very Good	Town Hall
1	SDI Audio Embedder	Swit	S-4610	670680	2022	\$315	Very Good	Town Hall
1	Audio De-Embedder	Swit	S-4609	824734	2022	\$315	Very Good	Town Hall
1	HDMI to SDI Converter	Datavideo	DAC-70		2022	\$435	Very Good	Town Hall
1	AAA	Recorder	U-TAP	U-TAP-SDI	2022	\$385	Very Good	Town Hall
1	Touchview 75" Interactive TV	Touchview	TV75	TVULTRAVS-G3	2022	\$2,990	Very Good	Town Hall
1	PC Module TOUCH VIEW INTERAT	Touchview	TV15	ISS064NX223E0086	2022	\$760	Very Good	Town Hall
1	Windows 10 License for above	Microsoft	TVWin10		2022	\$199	Very Good	Town Hall
1	Mobile Stand for TV	Touchview	TVFMS		2022	\$479	Very Good	Town Hall
1	License Win 10 for PC	Microsoft	3032	*	2022		Very Good	Town Hall
1	Wireless Mouse/Keyboard Combo	Logitech	920-003376		2022	\$49	Very Good	Town Hall
1	Laptop	HP	HP Pavilion	SCD20956QK	2022	\$800	Very Good	Town Hall
1	28 inch 4K Monitor	Tote Vision	78PC720019				Good	Town Hall
1	21.5 inch Led Monitor	Tote Vision	775672001				Good	Town Hall
2	8 Slot Wireless Mic Charger	Shure	SBC850				Good	Town Hall
16	Gooseneck Wireless Table Mics	Shure	ULXD8 G50				Good	Town Hall
1	Analog Video to SDI	Kramer	FC-7501				Fair	Town Hall

# STOUGHTON MEDIA ACCESS CORPORATION

Qty	Description	Manufacturer	Model	Serial No.	In Service Year	Cost	Condition	Location
1	1:5 Audio Distributor	Kramer	VM-50AN				Fair	Town Hall
2	16 Channel Power Supply's	Altronix					Fair	Town Hall
1	Amplifier	OSC	ISA300T1				Fair	Town Hall
1	Digital Scan Converter	Kramer	VP-704XL				Fair	Town Hall
2	8 Channel Audio Mixer	Shure	SCM810				Fair	Town Hall
1	4 Channel Audiop mixer	Shure	SCM410				Fair	Town Hall
1	IMac 2010	Apple	IMac	QP0440B2GXXU			Replaced	Town Hall
4	Antenna Power Dist System	Shure	UA844+SWB				Fair	Town Hall
17	Wireless Recievers	Shure	QLXD4				Fair	Town Hall
1	IP Camera Remote Controller	Sony	RMIP10				Fair	Town Hall
1	Mic Stand	Atlas					Fair	Town Hall
5	Robotic Camera's	Sony	BRC300				Good	Town Hall
6	Speakers		SM590i				Good	Town Hall

Rating

New

Very Good

Good

Fair

Needs replacement

# **SMAC Capital Plan**

## **FY2023 to FY2027**

### **FY2023 – 2024**

1. Replace Video Switcher in Studio A (completed)

Replace 4:3 Monitors in Studio A (completed)

Cleanup of the broadcast rack and removal of the old equipment (completed)

Various upgrades (completed)

Cost: \$ 77,553.00

2. Backup drive for the broadcast server (planning to replace later this year)

Cost: \$ 4000

3. 2 Streaming devices (completed, all three channels are streaming this year)

Cost: \$ 8000

**FY2023-FY2024 Total Costs: \$89,553.00**

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### **FY2024 - 2025**

1. Two new field cameras (One camera replaced in September, 2024)

(Second camera to be replaced later this year)

Estimated Cost: \$ 7500

2. Studio auxiliary camera (planning to replace later this year)

Estimated Cost: \$ 4000

3. 2 new computers (planning to replace later this year)

Estimated Cost: \$ 6000

4. 1 new computer for archiving documents (installed)

Cost: \$ 1800

5. 1 high end new field camera (to purchase 2<sup>nd</sup> half of this fiscal year)

Estimated Cost: \$ 8000

6. 1 new VOD (Video On Demand Drive) (equipment installed)

Cost: \$ 2800

7. New microphones (One hand held for field production, one for Podcasting)

Cost \$ 3000

8. Portable Lighting Kit (purchased)

Cost: \$ 1000

9. 2 Tripods (planned purchase 2<sup>nd</sup> half of fiscal year)

Estimated Cost: \$ 2000

**FY2024-FY2025 Estimated Total Costs: \$36,100.00**

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**FY2025 – 2026**

1. Purchase new portable video switcher (used in the field, e.g. graduations)

Estimated Cost: \$ 20,000

2. 2 new iMacs

Estimated Cost: \$ 8,000

3. 8 new lights for the studio A

Estimated Cost: \$ 8000

4. Two teleprompters

Estimated Cost: \$ 4000

5. External Drive for archiving video files

Estimated Cost: \$ 8000

**FY2025-FY2026 Estimated Total Costs: \$48,000.00**

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**FY2026 - 2027**

1. Replace 2 robotic cameras at the Town Hall

Estimated Cost: \$ 8,000

2. Purchase 4 laptops – 2026-2027

Estimated Cost: \$ 10,000

3. Purchase 3 new 4K cameras

Estimated Cost: \$ 15,000

**FY2026-FY2027 Estimated Total Costs: \$33,000.00**

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# TOWN OF STOUGHTON

## SELECT BOARD

10 Pearl Street – Stoughton, MA 02072 (781) 341-1300 Fax (781) 297-2879

January 29, 2025

BY CERTIFIED MAIL RETURN RECEIPT REQUESTED AND FIRST-CLASS MAIL

President Mullen and Board of Directors  
Stoughton Media Access Corporation  
421 Page St., Suite 2  
Stoughton, MA 02072

Re: OCTOBER 1, 2024 ARTICLE VIII NOTICE

To President Mullen and the Board of Directors:

Reference is made to the October 1, 2024 Notice provided by this Board to the Stoughton Media Access Corporation ("SMAC"). The Notice was provided to you pursuant to Article VIII of the August 9, 2023 Access Corporation Agreement (the "Agreement"), entitled Breach and Sanctions.

Please be advised that the Board met on January 21, 2025 and considered this matter and your November 27, 2024 response. After careful consideration, the Board elected to take the matter under advisement and to not, at this time, make a determination under Article VIII. Rather, the Board desires to take an interim step in a good faith effort to resolve this matter by inviting you to meet with designees of the Board, at a mutually convenient time at Town Hall to review the matters set forth in the Board's October 1, 2024 letter and your November 27, 2024 response.

In extending this invitation, the Board reserves all rights under the Agreement to proceed under Article VIII as may be appropriate and warranted at a future time. That being said, the Board's designees look forward to meeting with you in a good faith effort to resolve this matter, limit the issues in dispute and/or to determine a mutually beneficial path forward.

Very truly yours,

Stoughton Select Board, by: Stephen Cavey, Chair

cc: Town Manager  
Town Counsel

## Brian Winner

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**From:** Joseph Zoppo <jzoppo@pereszoppo.com>  
**Sent:** Monday, February 3, 2025 4:52 PM  
**To:** Brian Winner  
**Subject:** RE: Stoughton Select Board/SMAC - For Settlement Purposes Only  
**Attachments:** Extracted pages from SMAC Bylaws Amended Effective 9-30-23 Final - OCR 1.pdf;  
SMAC\_Redacted Meeting\_Minutes\_11\_25\_2024 - Print.pdf

Brian, I do not have the letter we discussed this morning, but I wanted to respond subject to that (and hopefully to further that effort) as we discussed on the phone today and around the date of your email. There has been some travel by the Officers at SMAC since your email.

Per our call on the SB's request for Amended Bylaws, attached is a redacted copy of Minutes, the redactions are unrelated to amending the Bylaws and p. 1 of SMAC's Bylaws as amended effective September 30, 2023. The last page of the Bylaws is substantive, so it is not attached.

By way of reminder SMAC is looking for information from the Town as well, especially as to the Enterprise/Retained Earnings Account considering the January 14, 2025, SB Meeting at which the Account and SMAC's budget were discussed in some detail, and for the reasons in my letter of November 27, 2024.

We differ on our legal analyses and in that vein:

c. 156D is not incorporated into c. 180, the law in c. 156B and c. 180c and I would think also 156D is that Bylaws are internal and confidential to the corporation and are not subject to disclosure to third parties, or as to a private corporation, the public.

1. Re compliance with law by way of having Bylaws, the SB knows SMAC has Bylaws, it's attorney drafted them, that's an issue we went through in 2022-2023 with the SB and with K&P, Bylaws do exist such that SMAC is, and the SB knows it is, in "compliance with state law" as to having Bylaws;
2. The most recent Access Agreement did not require amending SMAC's Bylaws, amendment was and is left to the discretion of SMAC in the Access Agreement, as I would think would be expected;
3. The Open Meeting Law doesn't apply to SMAC, there was not a disagreement on that point as I recall and the 2018 Bylaws provided that already;
4. Notwithstanding the above, the Bylaws were messy and had more than one cutoff sentence and missing text (or incorrect headings), so SMAC amended its Bylaws but not because the Access Agreement required amendment to its Bylaws "to be consistent" with the Access Agreement but because it wanted to do so for its own purposes including making more explicit the OML did not apply. Were there no amendment, that would not be a breach of the Access Agreement;
5. SMAC has nothing to hide, but SMAC has an interest in its self-preservation and its officers therefore have a fiduciary duty to SMAC to protect that interest by preserving as confidential, SMAC's internal, private information, including its Bylaws, from public disclosure, especially when threatened with litigation by the SB. The "books and records" provision of the Access Agreement does not alter this basic corporate law principle, especially in the litigation context the SB has thrust upon SMAC;
6. The history of SMAC sharing information with the SB in good faith is that the information has been used against SMAC by the SB, that's how we met in 2023 on another problem the SB had with SMAC.

I agree that if escalation of the dispute can be avoided with something agreeable that would be positive, but SMAC is not at present driving that bus, so to speak.

So, to the extent it is helpful to the current dispute for SMAC to confirm an amendment to SMAC's Bylaws, though not necessitated by the Access Agreement, please see the attached and let me know about the Enterprise Account information.

Thanks Brian

Attorney Joseph P. Zoppo

 Peres, Zoppo & Associates  
Attorneys at Law

**Please direct all correspondence/mail to our Stoughton address**

6 Cabot Place, Suite 10  
Stoughton MA, 02072

And

One Boston Place  
Suite 2600  
Boston, MA 02108

781-436-8440 (Stoughton)  
617-535-7533 (Boston)  
781-251-6649 (Fax)

[jzoppo@pereszoppo.com](mailto:jzoppo@pereszoppo.com)

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**From:** Brian Winner <brian@mtclawyers.com>  
**Sent:** Tuesday, January 21, 2025 7:39 AM  
**To:** Joseph Zoppo <jzoppo@pereszoppo.com>  
**Subject:** RE: Stoughton Select Board/SMAC

Joe,

As you know, I'm meeting with the Select Board tonight to discuss this matter. In your response to my October 1, 2024 request for records you did not provide a copy of the Bylaws, as purportedly revised, nor did you provide copies of any meeting minutes.

In accordance with Article V, Section 12 of the Access Agreement:

S.M.A.C. shall allow the MUNICIPALITY, and/or its authorized designees(s) access to the books, records, accounts, and facilities of S.M.A.C. at such reasonable times and in such reasonable places as the MUNICIPALITY may require to ensure compliance with this Access Agreement.

In your November 27, 2024 response, you state that "Nowhere does the Access Agreement provide that SMAC, a private corporation, must prove to the Select Board that it amended its Bylaws, how it may have done so or with what language." You also state that "SMAC is committed to transparency and cooperation with the Town under the Access Agreement..." and "SMAC has nothing to hide..." You continue that "The Access Agreement provides: "S.M.A.C. shall maintain accurate books, records, and logs of its financial and programming activities...It is this universe of information that the parties agreed are to be shared."

Bylaws and meeting minutes are records SMAC is required to maintain under State law. G.L. c. 156D, Sections 2.01, 16.01(a) & 16.21. Article V, Section 10 of the Access Agreement requires that SMAC maintain its status as a non-profit corporation and comply with all applicable laws, rules and regulations of the Town, the Commonwealth and the United States.

In accordance with Article V, Section 12 of the Access Agreement, please produce the revised bylaws and SMAC's meeting minutes from August 2023 to the present. If you refuse/fail to do so, it is likely the Select Board will draw an inference that neither exist and/or that SMAC is not complying with State law. One would think that this would be a simple matter, i.e. producing basic corporate documents required under State law. It would be unfortunate if this matter escalated further on account of such a benign request by the Town.

I am leaving now for meetings and will be tied up most of the day. I should be available sporadically this afternoon if you wish to discuss.

Very truly yours,



Brian J. Winner  
Mead, Talerman & Costa, LLC  
730 Main Street, Suite 1F, Millis, MA 02054  
Phone (978) 572-2192 (\*Please note my number has changed.)  
[brian@mtclawyers.com](mailto:brian@mtclawyers.com) · [www.mtclawyers.com](http://www.mtclawyers.com)

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Stoughton Media Access Corporation  
(SMAC)

BYLAWS

Amended by SMAC Board of Directors  
Effective September 30, 2023



*Stoughton Media Access Corporation  
Meeting Minutes  
November 25<sup>th</sup>, 2024*

**I. Call to order**

President Bob Mullen called to order the Meeting of the Stoughton Media Access Corporation on November 25<sup>th</sup>, 2024, at 6:33PM in the Board of Directors' Conference Room located at the SMAC Studios, 421 Page Street, Stoughton, Massachusetts.

**II. Roll call**

The following board members were present: Gina Coe, Bob Mullen, Steve Bates and Station Manager, Anya Zulawnik. As well as Administrative Assistant Marissa Desmond. Peter Brown arrived later, at 6:57PM. David Lurie arrived later, at 7:09PM.

**III. Motion to Open Meeting**

Gina Coe motioned to open the meeting of the SMAC Corporation. Seconded by Steve Bates. Unanimous.

**IV. Citizen Participation**

Brian Butler of Stoughton.  
Peter Banis of Stoughton.

**V. Public Comment**

Peter Banis expressed concern about the South School Project and was concerned that SMAC was not able to record the meetings.

**VI. Station Manager's Comments**

Anya Zulawnik shared with the Board of all recent coverage and Station Updates. Luke Asack recorded the Veterans Day presentation at the middle school.

Peter Ventresco resumed recording his shows. Lisa Lyons is looking to produce "A Lyonesse" talk show. David Walsh will produce "Town Meeting Times". SMAC recorded a tour of the new fire station and South School; it will be part of the David Walsh show.

SMAC covered two special town meetings, without technical issues.

Anya Zulawnik purchased a Ring doorbell camera; it is to be mounted next to the door so staff may communicate with visitors. SMAC Studio new hours will be Monday through Friday 10AM-5:30PM. Meetings will be by appointment only, which the Board approved during the previous meeting.

VI. [REDACTED]

**VII. Review and Approve Payment of Bills**

The Board reviewed the bills.

Travelers Insurance - \$5,603

South Shore Bank Credit Card (Fridge) - \$1,453

No Dust No Fuss (Studio Cleaning) - \$1,181

Verizon Phone & Internet - \$256

Eversource Gas - \$208

The Hartford Insurance - \$825

SEI Simple IRA, September 2024 - \$629

SEI Simple IRA, October 2024 - \$629

**Anya Zulawnik** emailed the cleaning company to send checks quarterly. **Steve Bates** made a motion to approve all the bills. **Peter Brown** Seconded. Unanimous.

**VIII. Bylaws**

The Board reviewed the amended SMAC Bylaws which have been effective since September 30, 2023. **Steve Bates** made a motion to accept the amended- SMAC Bylaws. Seconded by **Gina Coe**. Unanimous.

**IX. Holidays Discussion and Schedule**

The Board discussed closing the studio on Friday November 29<sup>th</sup>, 2024, the day after Thanksgiving. **Anya Zulawnik** shared with the Board prior Thanksgiving years interns were given \$50 gift cards and \$100 to employees. **Steve Bates** made a motion allowing the studio to be closed, and for staff to have a paid day off. **Bob Mullen** Seconded the motion. Unanimous.

[REDACTED]

[REDACTED]

The time was 7:26PM

[REDACTED]

Friday, March 14, 2025 4pm – Meeting between SMAC  
and Select Board Members Roberts and Carrara at  
SMAC's offices

Friday, March 28, 2025 4pm – Meeting between SMAC  
and Select Board Members Roberts and Carrara at  
SMAC's offices

## Brian Winner

---

**From:** Joseph Zoppo <jzoppo@pereszoppo.com>  
**Sent:** Saturday, April 5, 2025 8:00 PM  
**To:** Brian Winner  
**Subject:** RE: For Settlement Purposes Only  
**Attachments:** HPLJscan\_20250405175134.pdf

**Importance:** High

Brian – to be clear SMAC has nothing to hide from the Town under normal circumstances as John Stagnone's months long responses 2 years ago to Mr. Mokrisky exhaustive inquisition shows.

But as that showed with the resulting escalation to the point of annihilation of SMAC, SMAC knows it would be against its interest to do so any more than it feels the law requires.

I and SMAC appreciate you and possibly some of the Select Board Members, setting up settlement meetings, but the meetings have borne little fruit because the Select Board attendees had or said they had no information about SMAC's side of the dispute and refused to engage in a discussion of that.

Mr. Cavey's Letter was the sole point of discussion and even on that there seemed to be little progress.

SMAC's letter of November 27, 2024, appears to have been hidden, otherwise not disclosed to the Select Board Members or, as one Select Board Member admits, deliberately avoided and ignored by at least that and possibly other Select Board Members.

In fact, when offered, one Select Board Member refused to accept a copy or read it, apparently thinking that sending it to you did not charge that Member with knowledge of the contents.

Instead, at the last meeting, that Select Board Member threatened SMAC with damages under the Access Agreement, with little other substantive discussion of the terms of a settlement.

Under these circumstances and what appears to be your lack of input and engagement, SMAC feels it has little choice but to fight for its survival by other means.

SMAC hopes that there can be a reconciliation/settlement but the lack of even acknowledgement of any of SMAC's concerns seems to provide little promise of that.

If the Town is of a mind to mount a serious attempt at settlement which includes addressing SMAC's concerns, I urge you to contact me by Monday, April 7, 2025, by 3 PM.

So much time has already passed without any progress but rather worsening problems with the Town, e.g., Mr. Calter's doings as I have related to you only in part and the threats at the recent meeting, that SMAC feels it must protect itself from inevitable further assault and vindicate its rights outside of the context of a settlement before matters deteriorate further with the Town.

In that regard SMAC feels it must resort instead to litigation along the lines of the attached Complaint, which at present does not contain claim(s) under G.L. c. 268A.

At this point SMAC is prepared to embark on litigation if you are unable or decide against contacting me by the above time and date for a more meaningful discussion than the parties have been able to achieve so far.

I hope to hear from you.

Attorney Joseph P. Zoppo

 **Peres, Zoppo & Associates**  
Attorneys at Law

**Please direct all correspondence/mail to our Stoughton address**

6 Cabot Place, Suite 10  
Stoughton MA, 02072

And

One Boston Place  
Suite 2600  
Boston, MA 02108

781-436-8440 (Stoughton)  
617-535-7533 (Boston)  
781-251-6649 (Fax)

[jzoppo@pereszoppo.com](mailto:jzoppo@pereszoppo.com)

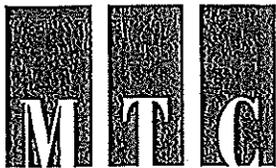
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---

**From:** Brian Winner <brian@mtclawyers.com>  
**Sent:** Thursday, February 20, 2025 12:46 PM  
**To:** Joseph Zoppo <jzoppo@pereszoppo.com>  
**Subject:** RE: For Settlement Purposes Only

I've been trying to connect with the Chair on this for some time. They've been swamped with other matters but he promised to connect with me today or tomorrow. I'll, hopefully, be able to circle back with you shortly.



Brian J. Winner  
Mead, Talerma & Costa, LLC  
730 Main Street, Suite 1F, Millis, MA 02054  
Phone (978) 572-2192  
[brian@mtclawyers.com](mailto:brian@mtclawyers.com) · [www.mtclawyers.com](http://www.mtclawyers.com)

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Think before you print.

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**From:** Joseph Zoppo <[jzoppo@pereszoppo.com](mailto:jzoppo@pereszoppo.com)>  
**Sent:** Tuesday, February 18, 2025 2:52 PM  
**To:** Brian Winner <[brian@mtclawyers.com](mailto:brian@mtclawyers.com)>  
**Subject:** RE: For Settlement Purposes Only

Brian any progress on scheduling a meeting or my last email to you?

Thanks Brian

Attorney Joseph P. Zoppo

 **Peres, Zoppo & Associates**  
Attorneys at Law

**Please direct all correspondence/mail to our Stoughton address**

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Stoughton MA, 02072

And

One Boston Place  
Suite 2600  
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617-535-7533 (Boston)  
781-251-6649 (Fax)

[jzoppo@pereszoppo.com](mailto:jzoppo@pereszoppo.com)

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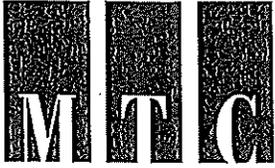
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**From:** Brian Winner <[brian@mtclawyers.com](mailto:brian@mtclawyers.com)>  
**Sent:** Wednesday, February 12, 2025 8:59 AM  
**To:** Joseph Zoppo <[jzoppo@pereszoppo.com](mailto:jzoppo@pereszoppo.com)>  
**Subject:** RE: For Settlement Purposes Only

Thank you Joe. I've been trying to connect with my client on the details. I'll be in touch as soon as I know more.

Best, Brian



Brian J. Winner  
Mead, Talerman & Costa, LLC  
730 Main Street, Suite 1F, Millis, MA 02054  
Phone (978) 572-2192  
[brian@mtclawyers.com](mailto:brian@mtclawyers.com) · [www.mtclawyers.com](http://www.mtclawyers.com)

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*Please consider the environment before printing this email.*



♻️ Think before you print.

---

**From:** Joseph Zoppo <[jzoppo@pereszoppo.com](mailto:jzoppo@pereszoppo.com)>  
**Sent:** Tuesday, February 11, 2025 6:05 PM  
**To:** Brian Winner <[brian@mtclawyers.com](mailto:brian@mtclawyers.com)>  
**Subject:** For Settlement Purposes Only

Brian Hi,

I did receive a copy of Selectboard Chairperson Cavey's Letter to SMAC dated January 29, 2025, which we discussed when we spoke on Feb.3.

Please accept my email as the response from SMAC.

If that presents any issue, let me know.

SMAC reserves all its rights under the Access Agreement and otherwise, that said SMAC would be pleased to meet.

What is in mind as to attendees, etc.?

thanks

Attorney Joseph P. Zoppo

**Peres, Zoppo & Associates**  
Attorneys at Law

**Please direct all correspondence/mail to our Stoughton address**

6 Cabot Place, Suite 10  
Stoughton MA, 02072

And

One Boston Place  
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[jzoppo@pereszoppo.com](mailto:jzoppo@pereszoppo.com)

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## Brian Winner

---

**From:** Joseph Zoppo <jzoppo@pereszoppo.com>  
**Sent:** Tuesday, July 22, 2025 6:09 PM  
**To:** Brian Winner  
**Cc:** Eileen Feeney  
**Subject:** FW: SMAC/Stoughton et al. - Conference to Discuss Pre-Trial Schedule  
**Attachments:** SMAC Page Street Studio Inventory.pdf; SMAC Town Hall Control Room Inventory.pdf; FY2024 SMAC Form 990 - Secured.pdf

Hi Brian please see attached and below.

Eileen will contact your office with the password.

Thanks

Attorney Joseph P. Zoppo

 Peres, Zoppo & Associates  
Attorneys at Law

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**From:** Joseph Zoppo  
**Sent:** Tuesday, July 15, 2025 12:23 PM  
**To:** Lenny Kesten <lkesten@bhpklaw.com>  
**Cc:** Crystal Huff <chuff@bhpklaw.com>; Debora Corbett <dcorbett@bhpklaw.com>; Matthew D. Rodgers

<nroders@eckertseamans.com>; Trevin C. Schmidt <tschmidt@eckertseamans.com>; Zachary M. Wallack  
<zwallack@eckertseamans.com>; Eileen Feeney <Efeeney@pereszoppo.com>; David Murphy  
<dmurphy@pereszoppo.com>

**Subject: RE: SMAC/Stoughton et al. - Conference to Discuss Pre-Trial Schedule**

Dear Attorney Kesten,

Attached is SMAC's Annual Report. This is being sent to you as counsel for the Town of Stoughton. Please advise if this should be directed elsewhere.

The Form 990 is password protected.

We will call Debora Corbett with the password.

Thanks

Attorney Joseph P. Zoppo

 **Peres, Zoppo & Associates**  
Attorneys at Law

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Return of Organization Exempt From Income Tax
Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)
Do not enter social security numbers on this form as it may be made public.
Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047
2023
Open to Public Inspection

Department of the Treasury
Internal Revenue Service

A For the 2023 calendar year, or tax year beginning 07/01/23, and ending 06/30/24

B Check if applicable: Address change, Name change, Initial return, Final return/terminated, Amended return, Application pending
C Name of organization: Stoughton Media Access Corporation
Doing business as:
Number and street (or P.O. box if mail is not delivered to street address): 421 Page Street, Unit 2
City or town, state or province, country, and ZIP or foreign postal code: Stoughton MA 02072
D Employer identification number
E Telephone number
F Name and address of principal officer: Robert Mullen Jr, 19 Clover Lane, Stoughton MA 02072
H(a) Is this a group return for subordinates? Yes No
H(b) Are all subordinates included? Yes No
I Tax-exempt status: 501(c)(3)
J Website: www.stoughtontv.com
K Form of organization: Corporation
L Year of formation: 2009
M State of legal domicile: MA

Part I Summary

Table with 3 columns: Description, Prior Year, Current Year. Rows include: 1. Briefly describe the organization's mission... Cable Access Corporation for the Town of Stoughton, Massachusetts. 2. Check this box if the organization discontinued its operations... 3. Number of voting members... 4. Number of independent voting members... 5. Total number of individuals employed... 6. Total number of volunteers... 7a. Total unrelated business revenue... 7b. Net unrelated business taxable income... 8. Contributions and grants... 9. Program service revenue... 10. Investment income... 11. Other revenue... 12. Total revenue... 13. Grants and similar amounts paid... 14. Benefits paid to or for members... 15. Salaries, other compensation... 16a. Professional fundraising fees... 16b. Total fundraising expenses... 17. Other expenses... 18. Total expenses... 19. Revenue less expenses... 20. Total assets... 21. Total liabilities... 22. Net assets or fund balances.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here: Signature of officer Robert Mullen Jr, President, Date
Paid Preparer Use Only: Print/Type preparer's name Gerald F Paolilli CPA, Preparer's signature, Date 04/22/25, Check self-employed, PTIN P00025360, Firm's name Paolilli, Jarek, Hession & Pare, LLC, Firm's EIN, Firm's address Westford, MA 01886, Phone no.

May the IRS discuss this return with the preparer shown above? See instructions. Yes No

# STOUGHTON MEDIA ACCESS CORPORATION

## Studio Equipment Inventory List

421 Page Street

Qty	Description	Manufacturer	Model	Condition	Location
1	4K XD Handheld Camera	Sony	XD Camera	New	Studio
2	iMac	Apple	MiniMac	New	Studio
	iMac	Apple	MiniMac	New	Studio
1	Tripods	Manfrotto	MVVK502055XPRO3	New	Studio
1	TeraStation	Buffalo	16TB Business	New	Studio
1	Fridge	Insignia	10 Cu. Ft.	New	Studio
1	Desktop computer	Dell	OPTIPLEX	New	Studio
1	Monitor	AOPEN	Z7CV1	New	Studio
1	Podcasting Microphone	Rode	Dynamic Podcasting Mic	New	Studio
1	4K Field Camera	Sony	PXW-Z90V	New	Studio
1	Portable Lighting Kit	GVM	800D-RGB - 3 lights	New	Studio
1	HP Laptop	HP	Envy	New	Studio
1	iPad	Apple	Dark Grey	New	Studio
1	Zoom Mic	Zoom	Multichannel	New	Studio
1	Laptop	HP	Pavilion	New	Studio
2	Open Gear 2x4 3G HD-SDI DA	AJA	OG-3GDA-2x4	New	Studio
1	Cablecast Live Streaming Server (Edu/Pub)	Tightrope	CBL-LIVE-350	New	Studio
1	Cablecast Live Streaming Server (Edu/Pub)	Tightrope	CBL-LIVE-350	New	Studio
1	Rackmount for Below	Middle Atlantic	RSH4A2S	New	Studio
1	Helo h.264 recorder	AJA	HelioPlus	New	Studio
1	31" 4K Monitor for TC Zoom Interface	Lilliput	BM310-4KS-VBP	New	Studio
1	Terrastation NAS 60TB	Buffalo	TS5420RNB6004	New	Studio
1	Till Wall Mount for Samsung	Chief Fusion	LTM1U	New	Studio
1	17" Rackmount monitor w/waveform	Swift	S-1173F	New	Studio
1	Dual Full HD Rackmount Monitor	Swift	M-1093H	New	Studio
1	65" Monitor	Samsung	QN65Q60BAF	New	Studio
1	2 Stripe Control Surface	Newtek	ZStripe	New	Studio
1	Tricaster Elite 2	Newtek	TC2E3RU	New	Studio
1	Laptop	Dell	15-eg0025nr	Very good	Studio
1	Large Monitor	Samsung	Professional 65" BE65T-H	Very good	Studio
1	Tripods	Manfrotto	MVK502055XPRO3	Very good	Studio
1	Tripods	Manfrotto	MVK502055XPRO3	Very good	Studio
1	Mac Studio	Apple	Z14K	Very good	Studio
1	Mac Studio	Apple	Z14K	Very good	Studio

# STOUGHTON MEDIA ACCESS CORPORATION

Qty	Description	Manufacturer	Model	Condition	Location
1	Mac Studio	Apple	Z14K	Very good	Studio
1	Mac Studio	Apple	Z14K	Very good	Studio
1	Mouse & Keyboard	Apple	A2520 & A1657	Very good	Studio
1	Mouse & Keyboard	Apple	A2520 & A1657	Very good	Studio
1	Mouse & Keyboard	Apple	A2520 & A1657	Very good	Studio
1	Mouse & Keyboard	Apple	A2520 & A1657	Very good	Studio
1	Monitor	Dell	S2722QC	Very good	Studio
1	Monitor	Dell	S2722QC	Very good	Studio
1	Monitor	Dell	S2722QC	Very good	Studio
4	iMac 2019	Apple	iMac	Good	Studio
	iMac 2019	Apple	iMac	Good	Studio
	iMac 2019	Apple	iMac	Good	Studio
2	iMac 2010	Apple	iMac	Obsolete.	Studio
	iMac 2010	Apple	iMac	Obsolete.	Studio
1	Mac Pro 2012	Apple	Mac Pro	Obsolete	Studio
2	iMac 2013	Apple	iMac	Obsolete	Studio
	iMac 2013	Apple	iMac	Obsolete	Studio
1	HP Pavilion	HP	15	New	Studio
1	Dell Inspiron 3670	Dell	D19M	Good	Studio
1	HP Podest	HP	400G5SFF	New	Studio
1	3 Lite Kit	ARRI	571961W	Good	Studio
1	Wide Lens	JVC	GI-VO746	Good	Studio
1	Camera	Cannon	EOS 70D	Good	Studio
1	Lens	Cannon	18 to 135 Zoom	Good	Studio
1	Lens	Sigma	50 mm Primelens	Good	Studio
1	Lens	Cannon	24 mm Primelens	Good	Studio
1	Eye in the Sky		Camera Platform	Good	Studio
1	Sound Board	Yamaha	MG24/14FX	Good	Studio
1	Sound Board	Mackie	1402-VLZ Pro	Good	Studio
2	AJA Recorder	AJA	KiPro Rack	Good	Studio
1	DVD Copier	Microboard	OD-DVD-H127	Good	Studio
2	TriPods	Manfrotto	55	New	Studio
	TriPods	Manfrotto	55	New	Studio
2	TriPods	Manfrotto	190xproB	Fair	Studio
3	TriPods	Sony	VCTVPR100	Fair	Studio
3	TriPods	Manfrotto	290 Extra	Fair	Studio
1	TriPods	FlyCam		Good	Studio
2	Camera	Sony	HXR-NX30U	Fair	Studio

# STOUGHTON MEDIA ACCESS CORPORATION

Qty	Description	Manufacturer	Model	Condition	Location
	Camera	Sony	HXR-NX30U	Fair	Studio
1	Camera	Sony	PXM-X70	Fair	Studio
3	Camera	Sony	PXM-Z90	New	Studio
	Camera	Sony	PXM-Z90	New	Studio
	Camera	Sony	PXM-Z90	New	Studio
1	Production System	Sony	Anycast AWS750	Good	Studio
2	Wireless lav	Sony	URX-PP2	Fair	Studio
4	Wireless lav	Sony	URX-PP3	Good	Studio
2	Wireless handheld	Sony	URX-PP3	Good	Studio
1	Wireless handheld	Sony	URX-PP2	Fair	Studio
1	FlowLite			Good	Studio
2	Camera's	JVC	GY-HM150U	Good	Studio
5	Camera's	Sony	HXR-NX5U	Good	Studio
	Camera	Sony	HXR-NX5U	Good	Studio
	Camera	Sony	HXR-NX5U	Good	Studio
	Camera	Sony	HXR-NX5U	Good	Studio
	Camera	Sony	HXR-NX5U	Good	Studio
	Camera	Sony	HXR-NX5U	Good	Studio
3	Camera's	Sony	HDXDCAEMX	Good	Studio
	Camera	Sony	HDXDCAEMX	Good	Studio
	Camera	Sony	HDXDCAEMX	Good	Studio
3	TriPods	Manfrotto	114MMV	Good	Studio
1	Notebook	HP		New	Studio
1	Monitors	Marshall	M-L YNX-503	New	Studio
1	Monitors	SWIF	3GSDI@HDMI	New	Studio
1	Switch	TrippLite	KVM 8Port Switch	new	Studio
1	Lens	Cannon	Sigma 70-200mm	Good	Studio
1	Audio	Symatrix	Jupiter 8	New	Studio
2	Video	OpenGear	AJA	New	Studio
1	Distribution	KUNO	1616	New	studio
1	Live Streaming	Cablecast	live 350	New	Studio
1	Video IO	Cablecast	600	New	Studio
1	Video IO	Cablecast	450	New	Studio
1	Battery Back up		2200va	New	Studio
1	Production System	Broadcast Pix	MX8	New	Studio
4	Lights	Smartfade	Parazip 400	Fair	Studio
3	Lights	Smartfade	ETC Spots	Fair	Studio
6	Lights	SmartFade	Parabeams	Fair	Studio
4	Lights	SmartFade	LEDspots	Fair	Studio
1	Sound Board	Mackie	1604-VLZ PRO	Fair	Studio

# STOUGHTON MEDIA ACCESS CORPORATION

Qty	Description	Manufacturer	Model	Condition	Location
1	Power Conditioner	Furman		Fair	Studio
2	Robotic Video Controller	Digital	ES-2200T	Fair	Studio
1	Sound Mixer PreAmp	Peavey	MM4800T	Fair	Studio
1	Sound Mixer Amp	Peavey	MM48150T	Fair	Studio
1	Production System Date 2012	Broadcast Pix	Slate G Series	Fair	Studio
2	Audio Control Module	Shure	SCM810	Fair	Studio
2	DVD Player	Tascam	DV-DOIV	Fair	Studio
2	AC Power Controller	Middle Atlantic		Fair	Studio
2	Video Distributors	Kramer	VM50V	Fair	Studio
2	Audio Distributors	Kramer	VM80A	Fair	Studio
3	Power Supplies	Altronix		Fair	Studio
1	Intercom Controller	Anchor	PC-100	Fair	Studio
1	VHS Player	JVC	SR-V101US	Poor	Studio
2	DVD Player	Panasonic	DVD-5500	Poor	Studio
2	Power Strip	Perma Power	R8BZ-15	Fair	Studio
1	Power Center Strip	Middle Atlantic		Fair	Studio
4	Robotic Video Camera	Sony	BRC-300	Fair	Studio
8	Lite Kit	Chauvet		Good	Studio
4	Condensor Mic's	Shure		Fair	Studio
2	Shotgun Condensor Mic's	Audio Technica		Fair	Studio
1	DVD Player	Samsung	BD-D5500	Good	Studio
2	Flash Drives	Sony	HXRFMU128	Fair	Studio
1	Video Camera	Panasonic	HDC-HS900P/PC	Fair	Studio
4	Samsung Plasma TV's	Samsung		Good	Studio
1	Event Tent			Good	Studio
1	Studio Set (background and Desk)			Good	Studio
1	Stage		Portable	Good	Studio
1	Drone	Mavic	Pro	Good	Studio
1	White Board	Smart Board	Board 800	New	Studio
1	Projector	NEC	U310W	New	Studio
1	Printer	Xerox	WorkCenter 650	Obsolete	Studio
1	Shredder	Amazon	Basics	New	Studio
3	Tables		Green Room Table	Good	Studio
12	Chair		Green Room Chairs	Good	Studio
1	Table		Conference Table	Good	Studio
10	Chair		Conference Chair	Good	Studio



**STOUGHTON MEDIA ACCESS CORPORATION Town Hall Control Room**

**Town Hall Equipment, 3rd Floor, SMAC Control Room**

Qty	Description	Manufacturer	Model	Condition	Location
1	Monitor	LG	32"	New	Town Hall
2	Hand Held Microphones	Sony	Wireless	New	Town Hall
1	Rackmount for Below	Middle Atlantic	RSH4A2S	New	Town Hall
1	Helo h.264 recorder	AJA	HeloPlus	New	Town Hall
1	Laptop	Dell	15-eg0025nr	Very Good	Town Hall
1	Monitor	Dell	S2722QC	Very Good	Town Hall
1	Video Switcher	Newtek	TC410 Plus	Very Good	Town Hall
1	Audio Mixer	Mackie	1202VLZ4	Very Good	Town Hall
1	Control Surface	Newtek	TC1SP	Very Good	Town Hall
3	Spark SDI-NDI	Newtek	Spark Plus	Very Good	Town Hall
1	SDI Audio Embedder	Swit	S-4610	Very Good	Town Hall
1	Audio De-Embedder	Swit	S-4609	Very Good	Town Hall
1	HDMI to SDI Converter	Datavideo	DAC-70	Very Good	Town Hall
1	AJA	Recorder	U-TAP	Very Good	Town Hall
1	Touchview 75" Interactive TV	Touchview	TV75	Very Good	Town Hall
1	PC Module TOUCH VIEW INTERAT	Touchview	TVi5	Very Good	Town Hall
1	Windows 10 License for above	Microsoft	TVWin10	Very Good	Town Hall
1	Mobile Stand for TV	Touchview	TVFMS	Very Good	Town Hall
1	License Win 10 for PC	Microsoft	3032	Very Good	Town Hall
1	Wireless Mouse/Keyboard Combo	Logitech	920-003376	Very Good	Town Hall
1	Laptop	HP	HP Pavilion	Very Good	Town Hall
1	28 inch 4K Monitor	Tote Vision	78PC720019	Good	Town Hall
1	21.5 inch Led Monitor	Tote Vision	775672001	Good	Town Hall
2	8 Slot Wireless Mic Charger	Shure	SBC850	Good	Town Hall

# STOUGHTON MEDIA ACCESS CORPORATION Town Hall Control Room

Qty	Description	Manufacturer	Model	Condition	Location
16	Gooseneck Wireless Table Mics	Shure	ULXD8 G50	Good	Town Hall
1	Analog Video to SDI	Kramer	FC-7501	Fair	Town Hall
1	1:5 Audio Distributor	Kramer	VM-50AN	Fair	Town Hall
2	16 Channel Power Supply's	Altronix		Fair	Town Hall
1	Amplifier	QSC	ISA300Ti	Fair	Town Hall
1	Digital Scan Converter	Kramer	VP-704XL	Fair	Town Hall
2	8 Channel Audio Mixer	Shure	SCM810	Fair	Town Hall
1	4 Channel Audiop mixer	Shure	SCM410	Fair	Town Hall
1	iMac 2010	Apple	iMac	Replaced	Town Hall
4	Antenna Power Dist. System	Shure	UA844+SWB	Fair	Town Hall
17	Wireless Receivers	Shure	QLXD4	Fair	Town Hall
1	IP Camera Remote Controller	Sony	RMIP10	Fair	Town Hall
1	Mic Stand	Atlas		Fair	Town Hall
5	Robotic Camera's	Sony	BRC300	Good	Town Hall
6	Speakers		SM590i	Good	Town Hall

Rating

New  
Very Good  
Good  
Fair  
Needs replacement



# TOWN OF STOUGHTON

## SELECT BOARD

10 Pearl Street – Stoughton, MA 02072 (781) 341-1300 Fax (781) 297-2879

September 11, 2025

BY CERTIFIED MAIL RETURN RECEIPT REQUESTED AND FIRST-CLASS MAIL

President Mullen and Board of Directors  
Stoughton Media Access Corporation  
421 Page St., Suite 2  
Stoughton, MA 02072

Re: NOTICE OF OCTOBER 9, 2025 SELECT BOARD HEARING PURSUANT TO ACCESS CORPORATION AGREEMENT, ARTICLE VIII – BREACH AND SANCTIONS

To President Mullen and the Board of Directors:

This notice is being provided to you pursuant to Article VIII – Breach and Sanctions – of the August 9, 2023 Access Corporation Agreement (the “Agreement”) between the Stoughton Media Access Corporation (“SMAC”) and the Town of Stoughton. On October 9, 2025, the Select Board will hold a public hearing at 7:00 p.m. at the Great Hall, Town Hall, 3<sup>rd</sup> Floor, 10 Pearl Street, Stoughton, Massachusetts. As you will recall, the Board provided notice to you on October 1, 2024, pursuant to Art. 8, Section 1 of the Agreement, of “possible breach” as required by the Agreement. SMAC responded on November 27, 2024. The Board then responded to SMAC on January 29, 2025 as follows:

*Please be advised that the Board met on January 21, 2025 and considered this matter and your November 27, 2024 response. After careful consideration, the Board elected to take the matter under advisement and to not, at this time, make a determination under Article VIII. Rather, the Board desires to take an interim step in a good faith effort to resolve this matter by inviting you to meet with designees of the Board, at a mutually convenient time at Town Hall to review the matters set forth in the Board’s October 1, 2024 letter and your November 27, 2024 response...In extending this invitation, the Board reserves all rights under the Agreement to proceed under Article VIII as may be appropriate and warranted at a future time.*

The Board has now elected to proceed under Article VIII as noted in its January 29, 2025 correspondence to you. At the October 9, 2025 public hearing, the Board will decide first whether: 1) a breach occurred; and 2) whether that breach was cured or otherwise excused or waived. The Board will then decide and advise SMAC within ten (10) days of any remedy the Board elects to impose. The remedies identified in the Agreement are:

*(1) withdraw its Designation of S.M.A.C. granted under Article III of this Access Agreement, and thereby terminate this Access Agreement;*

*(2) impose Liquidated Damages as set forth in Section 2 of this Article:*

*(3) impose any other sanction as may be lawfully determined to be reasonable under the circumstances: or*

*(4) excuse or waive the breach for good cause shown.*

The specific "possible breaches" the Board will discuss are:

- Article XI, Section 4 of the Agreement requires SMAC to, within forty-five (45) days of the full execution of the Agreement, i.e. by September 23, 2023, update and amend its Bylaws as may be necessary or advisable to be consistent with the Agreement.
- Article V, Section 5 of the Agreement requires that the president of the SMAC Board of Directors or his or her designee provide the Select Board with a quarterly update on the status of operations and capital planning.
- Article V, Section 9 of the Agreement requires that reviews, reports or audits of its finances and operations shall be conducted and provided annually by SMAC to the Select Board within ninety (90) days after the close of SMAC's fiscal year or within sixty (60) days after the filing of its state and federal tax returns.
- Article V, Section 11 of the Agreement requires that, at the time of filing the Annual Review, Report and/or Audit, SMAC provide an inventory of its equipment and facilities together with a statement of its condition and corrective action, if any needed, taken or recommended to be taken to maintain all items in satisfactory condition.
- Article V, Section 11 of the Agreement requires that SMAC prepare and approve annually a revolving three-year capital budget which shall be included in the President's quarterly update to the Select Board.

**YOU ARE INVITED TO ATTEND, TO APPEAR WITH COUNSEL IF YOU WISH AND YOU WILL BE GIVEN AN OPPORTUNITY TO BE HEARD. THIS IS A SERIOUS LEGAL MATTER AND YOU SHOULD CONSULT WITH AN ATTORNEY OF YOUR CHOOSING ABOUT YOUR RIGHTS.**

Should you have any questions regarding this matter, please feel free to contact the Town Manager, Thomas Calter, at (781) 341-1300, ext. 9211.

Very truly yours,



Hon. Stephen Cavey  
Stoughton Select Board, Chair

Enc.

cc: Town Manager  
Town Counsel

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Sent To:	Stoughton Media Access Corp.
Street and Apt. No., or PO Box No.	421 Park St. - Suite 2
City, State, ZIP+4®	Stoughton, MA - 02072

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

NOTICE OF PUBLIC HEARING  
Town of Stoughton Select Board  
Thursday ~ October 9, 2025 at 7:00 p.m.  
The Great Hall, 3<sup>rd</sup> Floor – Town Hall  
10 Pearl Street ~ Stoughton, MA 02072

Notice is hereby given that the Town of Stoughton Select Board will hold a public hearing on Thursday ~ October 9, 2025 at 7:00 p.m., pursuant to Article VIII – Breach and Sanctions of the August 9, 2023 Access Corporation Agreement (the “Agreement”) between the Stoughton Media Access Corporation (“SMAC”) and the Town of Stoughton. At said hearing, the Select Board will consider whether a breach occurred of: (1) Article XI, Section 4 which requires SMAC to, within forty-five (45) days of the full execution of the Agreement, i.e. by September 23, 2023, update and amend its Bylaws; (2) Article V, Section 5 which requires that the president of the SMAC Board of Directors or his or her designee provide the Select Board with a quarterly update on the status of operations and capital planning; (3) Article V, Section 9 which requires that reviews, reports or audits of SMAC’s finances and operations be conducted and provided annually by SMAC to the Town within ninety (90) days after the close of SMAC’s fiscal year or within sixty (60) days after the filing of its state and federal tax returns; (4) Article V, Section 11 which requires that, at the time of filing the Annual Review, Report and/or Audit, SMAC provide an inventory of its equipment and facilities together with a statement of its condition and corrective action, if any needed, taken or recommended to be taken to maintain all items in satisfactory condition; and (5) Article V, Section 11 of the Agreement which requires that SMAC prepare and approve annually a revolving three-year capital budget which shall be included in the President’s quarterly update to the Select Board. The Select Board will also determine whether that breach, if found, was cured or otherwise excused or waived. Lastly, the Select Board will consider whether to: (1) withdraw SMAC’s Designation granted under Article III of this Access Agreement, and thereby terminate the Agreement; (2) impose Liquidated Damages; (3) impose any other sanction as may be lawfully determined to be reasonable under the circumstances; or (4) excuse or waive the breach for good cause shown.

Anyone interested or wishing to be heard is invited to attend and participate. The agenda for said meeting will be posted not less than 48 hours before the meeting and will be available at [www.stoughton.org/AgendaCenter](http://www.stoughton.org/AgendaCenter). This meeting may be shown live on the local broadcast channel by SMAC and recorded for internet access.



RECEIVED  
MASS  
2025 SEP 24 P 1:59

421 Page Street, Suite 2, Stoughton, MA 02072

September 24, 2025

Town of Stoughton Select Board:

Hon. Stephen Cavey, Chair; Hon. Joseph Mokrisky, Member; Hon. Debra Roberts, Member;  
Hon. Lou Gitto, Member; Hon. Scott Carrara, Member – Stoughton Select Board,

and

Town Manager – Town of Stoughton:

Thomas Calter

10 Pearl Street  
Stoughton, MA 02072

VIA Personal Delivery and

Email: [scavey@stoughton-ma.gov](mailto:scavey@stoughton-ma.gov), [jmokrisky@stoughton-ma.gov](mailto:jmokrisky@stoughton-ma.gov), [droberts@stoughton-ma.gov](mailto:droberts@stoughton-ma.gov),  
[lgitto@stoughton-ma.gov](mailto:lgitto@stoughton-ma.gov), [sdcarra@stoughton-ma.gov](mailto:sdcarra@stoughton-ma.gov), [tcalter@stoughton-ma.gov](mailto:tcalter@stoughton-ma.gov)

**Re: SMAC and the Town of Stoughton**

Dear Honorable Members of the Select Board:

I write on behalf of Stoughton Media Access Corporation (“SMAC”) as its Treasurer and as a member of its Board of Directors. By this letter, and before the currently scheduled October 9, 2025 meeting of the Town of Stoughton (the “Town”) Select Board, SMAC formally objects to the participation of Select Board Chairperson Stephen Cavey, Select Board Member Joseph

Mokrisky, and Town Manager Thomas Calter III in any communication, discussion, presentation, deliberation, decision, vote, or other action concerning defaulting SMAC under the Access Corporation Agreement between SMAC and the Town (the "Agreement") or terminating that Agreement. SMAC demands the Select Board prohibit and exclude these three named individuals from participating in any such action. Their participation is improper, is and continues to be a direct conflict of interest given the well-documented bias of Mr. Cavey, Mr. Mokrisky, and Mr. Calter against SMAC as a result of their disputes with SMAC and the fact that they are named as defendants in the pending lawsuit filed by SMAC as Town Officials and as individuals.

As you know, Mr. Cavey, Mr. Mokrisky, and Mr. Calter are defendants (the "Individual Defendants") as both individuals and as Town Officials in the federal civil rights lawsuit entitled, *Stoughton Media Access Corporation v. The Town of Stoughton, Massachusetts, Thomas Calter III, Stephen Cavey, And Joseph Mokrisky, In Their Individual And Official Capacities*, Civil Action No. 1:25-CV-10886-IT, currently pending in the United States District Court for the District of Massachusetts (the "Lawsuit"). In the Lawsuit, SMAC alleges that the Individual Defendants, as well as the Town, engaged in acts that violated SMAC's civil rights, defamed SMAC, and breached the Agreement in bad faith. In the Lawsuit, SMAC describes a long and intense campaign of repeated threats, intimidation, harassment, and retaliation against SMAC by the Individual Defendants and the Town, all in response to SMAC's refusal to agree to their demands to limit the scope of SMAC's programming to coverage perceived to be positive to the Individual Defendants and/or the Town on certain issues, thereby directly violating SMAC's civil rights, defaming SMAC, and interfering with SMAC's contract obligation under the Agreement to provide unbiased programming on newsworthy issues, whether the coverage could

be taken as positive or negative on any given issue.

Despite the clear conflict of interest due to them being defendants in the Lawsuit, the Town has taken action with their participation like multiple meetings that have included discussions of Town matters implicating SMAC and the Agreement at which the Individual Defendants have been present and participated. Most recently, SMAC received notice from Chairperson Cavey of the intention of the Select Board to, during its upcoming October 9, 2025, meeting, hold a public hearing on whether to default SMAC pursuant to the Agreement, or to outright terminate the Agreement in its entirety. The notice did not state that the Individual Defendants would be barred from attending that meeting or prohibited from speaking or voting at that meeting. The anticipated vote is in direct response to the Lawsuit filed by SMAC and is a transparent attempt to improperly force SMAC to withdraw the Lawsuit by withdrawing SMAC's source of funding. In short, the planned vote constitutes another act of retaliation against SMAC for exercising its rights by the Individual Defendants and the Town.

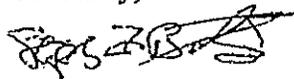
Including Mr. Cavey, Mr. Calter, or Mr. Mokrisky in any deliberations or vote of the Select Board regarding defaulting SMAC or terminating the Agreement is unduly prejudicial to SMAC and an exercise of discretion based on improper motives given the unavoidable influence any participation by the Individual Defendants would have over a final decision. The Individual Defendants have personal motives, including, but not limited to, financial motives, for favoring a default of SMAC and/or termination of the Agreement, motives which taint the merits of any decision-making by the Select Board with bad faith, improper motives and the resulting public action based on conflict of interest as the dominant reason. It is completely inappropriate for named defendants in a federal lawsuit to be permitted to deliberate or vote on issues that could impact their own liability in that lawsuit or elsewhere. Permitting these individuals to participate

in any deliberation or vote concerning the Agreement only strengthens the claims by SMAC in the Lawsuit: that the individuals who run the Town abuse their political influence and employ threats, intimidation, harassment, and retaliation to further their personal agendas. The very integrity of Select Board depends on whether it permits Mr. Cavey, Mr. Calter, and Mr. Mokrisky to participate in the upcoming meeting and any other communications, discussions, presentations, deliberations, decisions, or vote concerning defaulting SMAC or terminating the Agreement. Nothing could undermine the integrity of any deliberation or vote more than permitting the named defendants in a federal lawsuit to deliberate or vote on the future of the very party that named them as defendants in that lawsuit about the subject of the lawsuit and to do so further violates SMAC's civil rights and contract rights.

We prefer not to expand the dispute beyond the claims already made in the pending federal court litigation, however, if Mr. Cavey, Mr. Mokrisky, and Mr. Calter continue their unethical participation in Town deliberations and decisions concerning defaulting SMAC or terminating the Agreement, then SMAC must pursue all courses of action and remedies available to protect its operations, employees, reputation, and civil rights if the Select Board moves forward with deliberating or voting on defaulting SMAC under the Agreement or terminating the Agreement.

SMAC requests the Select Board respond to this letter immediately and confirm how it intends to proceed in light of the concerns raised in this letter.

Sincerely,



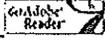
Steve Bates

Treasurer

Stoughton Media Access Corporation

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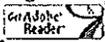
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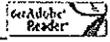
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<u>Jun.(June) 20, 2023 — Amended Jun.(June) 20, 2023 2:57 PM</u> <u>AMENDED Select Board Agenda - June 20, 2023 (PDF)</u>	<input checked="" type="checkbox"/>	
<u>Jun.(June) 20, 2023</u> <u>Select Board Agenda - June 20, 2023 (PDF)</u>		
<u>Jun.(June) 15, 2023</u> <u>Select Board Agenda - June 15, 2023 (PDF)</u>	<input checked="" type="checkbox"/>	
<u>Jun.(June) 13, 2023</u> <u>Select Board Agenda - June 13, 2023 (PDF)</u>	<input checked="" type="checkbox"/>	
<u>Jun.(June) 6, 2023</u> <u>Select Board Agenda - June 6, 2023 (PDF)</u>	<input checked="" type="checkbox"/>	
<u>May.(May) 30, 2023</u> <u>Select Board Agenda - May 30, 2023 (PDF)</u>	<input checked="" type="checkbox"/>	
<u>May.(May) 16, 2023</u> <u>Select Board Agenda - May 16,2023 (PDF)</u>	<input checked="" type="checkbox"/>	
<u>May.(May) 2, 2023</u> <u>Select Board Agenda - May 2, 2023 (PDF)</u>	<input checked="" type="checkbox"/>	
<u>May.(May) 1, 2023</u> <u>SelectBoard Agenda - May 1, 2023 (PDF)</u>	<input checked="" type="checkbox"/>	
<u>Apr.(April) 18, 2023</u> <u>Select Board Agenda - April 18, 2023 (PDF)</u>	<input checked="" type="checkbox"/>	
<u>Apr.(April) 11, 2023</u> <u>Select Board Agenda - April 11, 2023 (PDF)</u>	<input checked="" type="checkbox"/>	
<u>Apr.(April) 5, 2023</u> <u>CANCELLED - AMENDED Select Board Agenda - April 5, 2023 (PDF)</u>		
<u>Apr.(April) 5, 2023</u> <u>CANCELLED - Select Board Agenda - April 5, 2023 (PDF)</u>		
<u>Mar.(March) 28, 2023</u> <u>Select Board Agenda - March 28,2023 (PDF)</u>	<input checked="" type="checkbox"/>	
<u>Mar.(March) 21, 2023</u> <u>Select Board Agenda - March 21, 2023 (PDF)</u>	<input checked="" type="checkbox"/>	
<u>Mar.(March) 20, 2023</u> <u>AMENDED - Select Board Agenda - Public Information Session Fire Station Project - March 20, 2023 5:00 PM (PDF)</u>	<input checked="" type="checkbox"/>	
<u>Mar.(March) 20, 2023</u> <u>Select Board Agenda- Public Information Session on Fire Station Project - March 20, 2023 (PDF)</u>		
<u>Mar.(March) 14, 2023 — Amended Mar.(March) 14, 2023 11:09 AM</u> <u>AMENDED - Select Board Agenda - March 14, 2023 (PDF)</u>	<input checked="" type="checkbox"/>	
<u>Mar.(March) 14, 2023</u> <u>Select Board Agenda - March 14, 2023 (PDF)</u>		
<u>Mar.(March) 14, 2023 — Amended Mar.(March) 14, 2023 11:40 AM</u> <u>Select Board Meeting - March 14, 2023 - Item #8 (PDF)</u>		

Agenda	Minutes	Download
<b>Mar. (March) 7, 2023</b> <a href="#">Select Board Agenda - March 7, 2023 (PDF)</a>	<input checked="" type="checkbox"/>	
<b>Feb. (February) 28, 2023</b> <a href="#">Select Board Agenda - February 28, 2023 (PDF)</a>	<input checked="" type="checkbox"/>	
<b>Feb. (February) 21, 2023</b> <a href="#">Select Board Meeting - February 21, 2023 (PDF)</a>	<input checked="" type="checkbox"/>	
<b>Feb. (February) 7, 2023</b> <a href="#">Select Board Agenda - February 7, 2023 (PDF)</a>	<input checked="" type="checkbox"/>	
<b>Jan. (January) 31, 2023</b> <a href="#">Select Board Regular Meeting Agenda (PDF)</a>	<input checked="" type="checkbox"/>	
<b>Jan. (January) 17, 2023</b> <a href="#">Select Board Regular Meeting Agenda (PDF)</a>	<input checked="" type="checkbox"/>	
<b>Jan. (January) 10, 2023</b> <a href="#">Select Board Regular Meeting Agenda (PDF)</a>	<input checked="" type="checkbox"/>	
<b>Jan. (January) 3, 2023</b> <a href="#">Select Board Regular Meeting Agenda - Amended (PDF)</a>	<input checked="" type="checkbox"/>	

OCT 07 2025  
4:12

**SELECT BOARD MEETING**  
**TUESDAY, October 7, 2025 - 7:00 p.m.**  
**The GREAT HALL, 10 Pearl St., 3rd Floor**  
**STOUGHTON, MA 02072**  
**& VIRTUALLY via GOOGLE MEETS**

In accordance with Chapter 2 of the Acts of 2025, which extends the Governor's March 12, 2020 "Order Suspending Certain Provisions of the Open Meeting Law, G.L. c. 30A § 20," until June 30, 2027, this meeting will be conducted both in person and virtually via Google Meets.

**To Join via Google Meets: asc-vmcv-pdx**

**PHONE: 650-597-3952**

**PIN: 123 356 619#**

The meeting will be recorded by SMAC cable television and broadcast live and may be livestreamed at [www.stoughtontv.org](http://www.stoughtontv.org). A recording of the meeting, transcript, or other comprehensive record of the proceeding will be posted on the Town's website and/or SMAC as soon as possible after the meeting if the live broadcast or livestreaming is unsuccessful. Times are approximate and items may be taken out of order at the Chair's discretion.

1. 7:00 p.m. **OPEN SESSION**  
**Call to Order & Pledge of Allegiance**
2. 7:05 p.m. **Executive Session:**
  - a. Pursuant to M.G.L. Chapter 30A, Section 21(a)(3), to discuss strategy with respect to pending litigation (Frances Ly v. Stoughton Select Board, Stoughton District Court docket no. 2555CV000629) where discussion in open session may have a detrimental impact on the litigating position of the public body and the chair so declares
  - b. Executive Session, subject to the Chair's declaration, to discuss strategy with respect to litigation and/or threatened and imminent litigation pursuant to M.G.L.c. 30A section 21(a)(3) re: SMAC v. Town of Stoughton
  - c. Approval of Executive Session Minutes Meeting of August 5, 2025 and August 19, 2025
3. 7:30 p.m. Presentation of Ceremonial Proclamations from Governor Healy's Office to:
  - John Erickson
  - Matthew Rapoza
  - Michael Varner
4. 7:45 p.m. Authorize the issuance of \$28,310,000.00 General Obligation Bond pursuant to G.L.C 44 - Votes may be taken Paula Nute  
Town Treasurer
5. 7:55 p.m. To consider request for re-appointment of Constable Ulicio Silva - Votes may be taken
6. 8:05 p.m. Old Colony Planning Delegate Appointment
  - William Roth, Town Planner - Delegate
  - Marc Tisdelle, Assistant Town Manager - Alternate

7. 8:15 p.m. Consent Agenda:  
a. Approval of Open Session Minutes Meeting of August 27, 2025, September 2, 2025 and September 9, 2025  
b. Approval of Memorial Square Dedication application for Herbert "Hank" Herbowy to be located at the intersection of Amherst and Woodbine Streets  
c. Approval of Purple Heart Community Designation

SEP 17 2 4 12

8. 8:30 p.m. Public Hearing:  
a. Application for a transfer of a Wines and Malt Beverages Package Store License - Morton Street Convenience Inc. DBA Andy's Food Mart, 330 Morton Street  
b. Application for a Special Legislation All Alcoholic Beverages License including an Amusement License - Key to Amaze Inc. DBA Key to Amaze VR, 48 Wyman St.

Atty. Arthur Pearlman  
William Ferraro

9. 8:50 p.m. FY27 Budget Guidelines

Tom Calter  
Town Manager

**SELECT BOARD MEETING**  
**TUESDAY, September 16, 2025 - 7:30 p.m.**  
**The GREAT HALL, 10 Pearl St., 3rd Floor**  
**STOUGHTON, MA 02072**  
**& VIRTUALLY via GOOGLE MEETS**

RECEIVED  
STOUGHTON, MASS.  
2025 SEP 11 P 2:53

OFFICE OF

In accordance with Chapter 2 of the Acts of 2025, which extends the Governor's March 12, 2020 "Order Suspending Certain Provisions of the Open Meeting Law, G.L. c. 30A § 20," until June 30, 2027, this meeting will be conducted both in person and virtually via Google Meets.

**To Join via Google Meets: wbx-yczg-shd**  
**PHONE: 414-436-8441**  
**PIN: 143 315 897#**

The meeting will be recorded by SMAC cable television and broadcast live and may be livestreamed at [www.stoughtontv.org](http://www.stoughtontv.org). A recording of the meeting, transcript, or other comprehensive record of the proceeding will be posted on the Town's website and/or SMAC as soon as possible after the meeting if the live broadcast or livestreaming is unsuccessful. Times are approximate and items may be taken out of order at the Chair's discretion.

1. 7:30 p.m. **OPEN SESSION**  
Call to Order & Pledge of Allegiance
2. 7:35 p.m. Citizens' Comments
3. 7:40 p.m. Select Board Comments
4. 7:50 p.m. Town Manager Comments
5. 8:00 p.m. **Public Hearings:**
  - a. **Continuation of September 2, 2025:**  
Pursuant MGL c. 140 §157 - to hear and consider a request dated June 26, 2025, for a dangerous dog hearing, filed by the Stoughton Animal Control Officer, concerning a dog owned by Francés Ly
  - b. **Continuation of September 2, 2025:**  
National Grid and Verizon New England joint pole petition - Willow Street, Project # 31076275
6. 8:40 p.m. To consider and adopt an **ORDER FOR ASSESSMENT OF BETTERMENTS FOR SEWER LINE IMPROVEMENTS** regarding the Park Street Sewer Extension Project
7. 8:55 p.m. To consider parking restrictions on Bradford Street
8. 9:05 p.m. Traffic Safety Improvements on Pine Street at North School Drive

Atty. Steve Chaplin  
Town Counsel  
Michelle Carlos  
Animal Control Officer

Jarad Aker

Marc Tisdelle  
Town Engineer

Deputy Chief O'Connor

Mac Tidelle  
Town Engineer

9. 9:15 p.m. Consent Agenda:
- a. Approval of Open Session Minutes Meeting of August 19, 2025
  - b. Application for License for the Holiday Parade of Lights on December 13, 2025- Stoughton Recreation Department
  - c. Application for the Veterans' Day Parade on November 11, 2025 - Stoughton Veterans' Services

**SELECT BOARD MEETING**  
**TUESDAY, September 9, 2025 - 7:30 p.m.**  
**The GREAT HALL, 10 Pearl St., 3rd Floor**  
**STOUGHTON, MA 02072**  
**& VIRTUALLY via GOOGLE MEETS**

RECEIVED  
STOUGHTON, MASS.  
2025 SEP -4 P 3:02

In accordance with Chapter 2 of the Acts of 2025, which extends the Governor's March 12, 2020 Order Suspending Certain Provisions of the Open Meeting Law, G.L. c. 30A § 20, until June 30, 2027, this meeting will be conducted both in person and virtually via Google Meets.

**To Join via Google Meets: tum-vqnw-diy**  
**PHONE: 617-575-9996**  
**PIN: 990 956 311#**

The meeting will be recorded by SMAC cable television and broadcast live and may be livestreamed at [www.stoughtontv.org](http://www.stoughtontv.org). A recording of the meeting, transcript, or other comprehensive record of the proceeding will be posted on the Town's website and/or SMAC as soon as possible after the meeting if the live broadcast or livestreaming is unsuccessful. Times are approximate and items may be taken out of order at the Chair's discretion.

1. 7:30 p.m. **OPEN SESSION**  
Call to Order & Pledge of Allegiance
2. 7:35 p.m. To approve Massachusetts Water Resources Authority (MWRA)  
I&I Local Financial Assistance Program Loan - (Votes shall be taken) Elizabeth Zalesky  
Finance Director
3. 7:45 p.m. Presentation of debt exclusion funding options for the Elementary  
school project (Votes shall be taken) Elizabeth Zalesky  
Finance Director
4. 8:00 p.m. **Public Hearing:**  
Pursuant G.L. c. 139, §1-3B with respect to the property located  
at 797 Washington Street, Parcel ID 054 392 0, Map 054, Lot 392
5. 8:20 p.m. 2025 Fall Town Meeting Articles Tom Calter  
Marc Tisdelle
  - Close the Warrant (Votes shall be taken)

**SELECT BOARD MEETING**  
**TUESDAY, September 2, 2025 - 7:30 p.m.**  
**The GREAT HALL, 10 Pearl St., 3rd Floor**  
**STOUGHTON, MA 02072**  
**& VIRTUALLY via GOOGLE MEETS**

RECEIVED  
TOWN OF STOUGHTON, MASS.

2025 AUG 28 P 3:47

OFFICE OF

In accordance with Chapter 2 of the Acts of 2025, which extends the Governor's March 12, 2020 "Order Suspending Certain Provisions of the Open Meeting Law, G.L. c. 30A § 20," until June 30, 2027, this meeting will be conducted both in person and virtually via Google Meets.

**To Join via Google Meets: orp-pfhg-kmu**  
**PHONE: 319-895-2135**  
**PIN: 106 291 973#**

The meeting will be recorded by SMAC cable television and broadcast live and may be livestreamed at [www.stoughtontv.org](http://www.stoughtontv.org). A recording of the meeting, transcript, or other comprehensive record of the proceeding will be posted on the Town's website and/or SMAC as soon as possible after the meeting if the live broadcast or livestreaming is unsuccessful. Times are approximate and items may be taken out of order at the Chair's discretion.

1. 7:30 p.m. **OPEN SESSION**  
Call to Order & Pledge of Allegiance
2. 7:35 p.m. Citizens' Comments
3. 7:40 p.m. Town Manager Comments
4. 7:50 p.m. Select Board Comments
5. 8:00 p.m. **Continuation of August 19, 2025 Public Hearing:**  
Pursuant MGL c. 140 § 157 - to hear and consider a request dated June 26, 2025, for a dangerous dog hearing, filed by the Stoughton Animal Control Officer, concerning a dog owned by Frances Ly  
Atty. Steve Chaplin  
Town Counsel  
Michelle Carlos  
Animal Control Officer
6. 8:20 p.m. Variance Request under Section XXXI of the Town of Stoughton Select Board Alcoholic beverage Licensing Regulations - Key to Amaze, 48 Wyman St.  
William Ferraro
7. 8:30 p.m. **Public Hearings:**
  - a. Public hearing under G.L. c. 138, § 77 to give PVG Five Hospitality Inc. d/b/a Hampton Inn an opportunity to update the Board on its failure to conduct the business licensed under G.L. c. 138, § 12 to serve all alcoholic beverages on premises. Atty. Steve Chaplin  
Town Counsel
  - b. Application for 2 consecutive 1-Day Alcoholic Beverage License (Beer & Wine) and an Entertainment License Application on September 5, 2025 and September 6, 2025 and 2 Applications for a Parade Permit on September 6, 2025 and September 7, 2025 - Immaculate Conception Church, 122 Canton St. - Our Lady of Fatima Feast on September 5, 6 and 7, 2025 Joseph Baeta
  - c. National Grid and Verizon New England joint pole petition - Willow Street, Project # 31076275 Jarad Aker

8. 9:00 p.m. 2025 Fall Town Meeting - Open the Warrant

Tom Calter  
Marc Tisdelle

9. 9:30 p.m. Consent Agenda:

a. Approval of Open Session Minutes Meeting of August 5, 2025  
and August 15, 2025

b. Application for License for a Non-Alcoholic Feast - Arraial of  
Stoughton (Brazilian Feast) at 122 Canton St. on September 13,  
2025

**SELECT BOARD MEETING**  
**WEDNESDAY, August 27, 2025 - 7:30 p.m.**  
**The Yaitanes Conference Room, 10 Pearl St., 3rd Floor**  
**STOUGHTON, MA 02072**

RECEIVED  
STOUGHTON, MASS.  
2025 AUG 25 P 3:53

In accordance with Chapter 2 of the Acts of 2025, which extends the Governor's March 12, 2020 "Order Suspending Certain Provisions of the Open Meeting Law, G.L. c. 30A § 20," until June 30, 2027, this meeting will be conducted in person.

1. 7:30 p.m. **OPEN SESSION**  
Call to Order & Pledge of Allegiance
2. 7:35 p.m. **Executive Session:**
  - a. Executive Session, subject to the Chair's declaration, to discuss strategy with respect to litigation and/or threatened and imminent litigation, pursuant to G.L. c. 30A § 21(a)(3)  
re: SMAC v. Town of Stoughton

**SELECT BOARD MEETING**  
**TUESDAY, August 19, 2025 - 7:30 p.m.**  
**The GREAT HALL, 10 Pearl St., 3rd Floor**  
**STOUGHTON, MA 02072**  
**& VIRTUALLY via GOOGLE MEETS**

RECEIVED  
TOWN CLERK'S OFFICE

2025 AUG 14 P 3:37

OFFICE OF

In accordance with Chapter 2 of the Acts of 2025, which extends the Governor's March 12, 2020 "Order Suspending Certain Provisions of the Open Meeting Law, G.L. c. 30A § 20," until June 30, 2027, this meeting will be conducted both in person and virtually via Google Meets.

**To Join via Google Meets: twt-jgof-tuj**  
**PHONE: 321-428-7392**  
**PIN: 923 996 083#**

The meeting will be recorded by SMAC cable television and broadcast live and may be livestreamed at [www.stoughtontv.org](http://www.stoughtontv.org). A recording of the meeting, transcript, or other comprehensive record of the proceeding will be posted on the Town's website and/or SMAC as soon as possible after the meeting if the live broadcast or livestreaming is unsuccessful. Times are approximate and items may be taken out of order at the Chair's discretion.

1. 7:30 p.m. **OPEN SESSION**  
**Call to Order & Pledge of Allegiance**  
  
**Due to a very full agenda, there will be no public comments heard this evening**
2. 7:35 p.m. To consider discontinuance of Accuvote Tabulators from LHS and implementation of DS200 Tabulators from ES&S - Vote required  
Reggie Kowalczykowski  
Town Clerk
3. 7:45 p.m. To consider and approve the issuance and details of loan from the Massachusetts Clean Water Trust - Vote required  
Paula Nute  
Town Treasurer
4. 7:55 p.m. To consider traffic calming improvements on Prospect St.  
Marc Tisdelle  
Town Engineer
5. 8:15 p.m. To consider approval of new construction single family dwelling Map 2 Lot 89, Wildwood Road  
Betsy Braconi  
Marc Tisdelle
6. 8:30 p.m. To discuss M.G.L. Ch. 138 §34 violations - KN, LLC d/b/a Andrade Liquors, 280 Washington Street - a vote is expected  
Atty. Steve Chaplin  
Town Counsel
7. 8:45 p.m. **Public Hearing:**  
Pursuant MGL c. 140 §157 - to hear and consider a request dated June 26, 2025, for a dangerous dog hearing, filed by the Stoughton Animal Control Officer, concerning a dog harbored at 47 Federico Circle and owned by Frances Ly  
Atty. Steve Chaplin  
Town Counsel  
Michelle Carlos  
Animal Control Officer
8. 9:00 p.m. Special Town Meeting Draft Warrant - Informational only  
Tom Calter  
Marc Tisdelle

9. 9:10 p.m. Consent Agenda:  
a. Approval of Open Session Minutes Meeting of July 15, 2025  
b. Faxon Park Permit Application - Redeemed Cristian Church of God, on August 23, 3025  
c. Amended Town Vehicle Use Policy  
d. Amended Policy for consideration re: Veteran's Memorial Square Dedications

10. 9:20 p.m. Execuative Session:  
Execuative Session, subject to the Chair's declaration, to discuss strategy with respect to litigation and/or threatened and imminent litigation, pursuant to G.L. c. 30A § 21(a)(3) re: SMAC - public hearing to consider breach of Access Agreement and election of remedy up to and including withdrawal of designation/termination of agreement.

Tom Calter  
Town Manager

**SELECT BOARD MEETING  
FRIDAY, August 15, 2025 - 10:00 a.m.  
VIRTUALLY via GOOGLE MEETS**

RECEIVED  
STOUGHTON, MASS.

2025 AUG 13 A 9 50

OFFICE OF

In accordance with Chapter 2 of the Acts of 2025, which extends the Governor's March 12, 2020 "Order Suspending Certain Provisions of the Open Meeting Law, G.L. c. 30A § 20," until June 30, 2027, this meeting will be conducted virtually via Google Meets.

**To Join via Google Meets: pbz-tsgs-uzx  
PHONE: 402-588-0232  
PIN: 845 595 911#**

The meeting will be recorded by SMAC cable television and broadcast live and may be livestreamed at [www.stoughtontv.org](http://www.stoughtontv.org). A recording of the meeting, transcript, or other comprehensive record of the proceeding will be posted on the Town's website and/or SMAC as soon as possible after the meeting if the live broadcast or livestreaming is unsuccessful. Times are approximate and items may be taken out of order at the Chair's discretion.

1. 10:00 a.m. **OPEN SESSION**  
Call to Order & Pledge of Allegiance

2. 10:05 a.m. **Consent Agenda:**

a. Application for a 1-day all alcoholic beverage and entertainment license - Chiki's Kreyol, LLC - Stoughton Masonic Lodge, 925 Pleasant St. on August 17, 2025

Carlet II Vincent Paul

**SELECT BOARD MEETING**  
**TUESDAY, August 5, 2025 - 7:30 p.m.**  
**The GREAT HALL, 10 Pearl St., 3rd Floor**  
**STOUGHTON, MA 02072**  
**& VIRTUALLY via GOOGLE MEETS**

RECEIVED  
STOUGHTON, MASS.  
2025 JUL 31 P 3:58  
OFFICE OF

In accordance with Chapter 2 of the Acts of 2025, which extends the Governor's March 12, 2020 "Order Suspending Certain Provisions of the Open Meeting Law, G.L. c. 30A § 20," until June 30, 2027, this meeting will be conducted both in person and virtually via Google Meets.

**To Join via Google Meets: gdv-bned-kjj**  
**PHONE: 650-667-3443**  
**PIN: 991 574 514#**

The meeting will be recorded by SMAC cable television and broadcast live and may be livestreamed at [www.stoughtontv.org](http://www.stoughtontv.org). A recording of the meeting, transcript, or other comprehensive record of the proceeding will be posted on the Town's website and/or SMAC as soon as possible after the meeting if the live broadcast or livestreaming is unsuccessful. Times are approximate and items may be taken out of order at the Chair's discretion.

1. 7:30 p.m. **OPEN SESSION**  
Call to Order & Pledge of Allegiance
2. 7:35 p.m. Citizens' Comments
3. 7:40 p.m. Town Manager Comments
4. 7:50 p.m. Select Board Comments
5. 8:00 p.m. **Public Hearing:**  
Application for a Common Victualler License, All Alcohol Beverages License and an Entertainment License - Mango Bongo & Pub Inc., located at 28 Porter Street  
Atty. Jennifer Allen
6. 8:20 p.m. To consider and approve Elementary School Design and Construction Bonds  
Paula Nute  
Treasurer/Collector
7. 8:30 p.m. Tosca Drive Roadway Improvement Project  
James O'Keefe  
Highpoint Engineering
8. 8:45 p.m. **Consent Agenda:**
  - a. Approval of Open Session Minutes Meeting of July 2, 2025
  - b. Application for a Block Party Permit on Lowe Ave. including the extension side, on August 16, 2025
  - c. Integrated Collective Bargaining Agreement between the Town of Stoughton and the Stoughton Superior Officers for the period of July 1, 2024 - June 30, 2027
  - d. Determination of Useful Life - Fire Ladder Truck
9. 8:55 p.m. **Executive Session:**
  - a. Approval of Executive Session Minutes Meeting of June 3, 2025 and June 17, 2025

b. Executive Session, pursuant to G.L. c. 30A, Section 21(a)(2), to conduct a strategy session in preparation for negotiations with non-union personnel - Police Chief

**SELECT BOARD MEETING**  
**TUESDAY, July 15, 2025 - 7:30 p.m.**  
**The GREAT HALL, 10 Pearl St., 3rd Floor**  
**STOUGHTON, MA 02072**  
**& VIRTUALLY via GOOGLE MEETS**

RECEIVED  
STOUGHTON, MASS.

2023 JUL 10 P 3:15

OFFICE OF

In accordance with Chapter 2 of the Acts of 2025, which extends the Governor's March 12, 2020 "Order Suspending Certain Provisions of the Open Meeting Law, G.L. c. 30A § 20," until June 30, 2027, this meeting will be conducted both in person and virtually via Google Meets.

**To Join via Google Meets: ijh-feqq-rxe**  
**PHONE: 443-507-8741**  
**PIN: 931 954 708#**

The meeting will be recorded by SMAC cable television and broadcast live and may be livestreamed at [www.stoughtontv.org](http://www.stoughtontv.org). A recording of the meeting, transcript, or other comprehensive record of the proceeding will be posted on the Town's website and/or SMAC as soon as possible after the meeting if the live broadcast or livestreaming is unsuccessful. Times are approximate and items may be taken out of order at the Chair's discretion.

1. 7:30 p.m. **OPEN SESSION**  
**Call to Order & Pledge of Allegiance**
  
2. 7:35 p.m. **Swearing-in Ceremony:**
  - Officer Michael Batte
  - Officer Robert Smith
  - Officer Ryan Stover
  - Officer Samuel Withington
  
3. 7:50 p.m. **Boards and Committees**  
**Board of Registrarars - 2 Vacancies**  
**Stoughton Democratic Town Committee**
  - Shawn Croke - incumbent**Stoughton Republican Town Committee**
  - Dawn Dino
  - Henry M. Morse
  - Marina Ryantz**Commission on Disabilities - 1 Vacancy**
  - Michael Hardman - incumbent**Constables - 6 Vacancies**
  - Edward Starr**Cultural Council - 1 Vacancy**  
None.  
**Energy and Sustainability Committee - 1 Vacancy**  
None.  
**Self-Help, Inc. - 1 Vacancy**
  - Beverly Dancey**Zoning Board of Appeals - Alternate - 5 Vacancies**  
None.
  
4. 8:15 p.m. **Tosca Drive Roadway Improvement Project**

James O'Keefe  
Highpoint Engineering

5. 8:30 p.m. To discuss M.G.L. Ch. 138 §34 violations - KN, LLC d/b/a Andrade Liquors, 280 Washington Street  
Atty. Steve Chaplin  
Town Counsel
6. 8:45 p.m. Town Vehicle Use Policy - Proposed amendments to be voted  
(Final version to be on the August 5, 2025 Consent Agenda)  
Tom Calter  
Town Manager
7. 8:55 p.m. Policy for Consideration for a Veteran's Memorial Square Dedication - Proposed amendments to be voted  
(Final version to be on the August 5, 2025 Consent Agenda)  
Tom Calter  
Town Manager
8. 9:05 p.m. Consent Agenda:
  - a. Acceptance of Donation from T.L. Edwards, Inc. to the Department of Public Works
  - b. Stoughton Day Event at Halloran Park on Pierce Street, on September 27, 2025

**SELECT BOARD MEETING**  
**WEDNESDAY, July 2, 2025 - 7:30 p.m.**  
**The GREAT HALL, 10 Pearl St., 3rd Floor**  
**STOUGHTON, MA 02072**  
**& VIRTUALLY via GOOGLE MEETS**

RECEIVED  
STOUGHTON, MASS.  
2023 JUN 30 P 1:34

In accordance with Chapter 2 of the Acts of 2025, which extends the Governor's March 12, 2020 "Order Suspending Certain Provisions of the Open Meeting Law, G.L. c. 30A § 20," until June 30, 2027, this meeting will be conducted both in person and virtually via Google Meets.

**To Join via Google Meets: mhk-yibf-qjw**  
**PHONE: 402-543-0292**  
**PIN: 969 647 017#**

The meeting will be recorded by SMAC cable television and broadcast live and may be livestreamed at [www.stoughtontv.org](http://www.stoughtontv.org). A recording of the meeting, transcript, or other comprehensive record of the proceeding will be posted on the Town's website and/or SMAC as soon as possible after the meeting if the live broadcast or livestreaming is unsuccessful. Times are approximate and items may be taken out of order at the Chair's discretion.

1. 7:30 p.m. **OPEN SESSION**  
Call to Order & Pledge of Allegiance
2. 7:35 p.m. Citizens' Comments
3. 7:40 p.m. Town Manager Comments
4. 7:50 p.m. Select Board Comments
5. 8:00 p.m. Chapman Road traffic study update  
Deputy James O'Connor
6. 8:10 p.m. Consider candidate for Appointment on the Board of Assessors
  - Paul Giannakoulis
7. 8:20 p.m. Town Vehicle Use Policy - Proposed amendments to be voted  
(Final version to be on the July 15, 2025 Consent Agenda)  
Tom Calter  
Town Manager
8. 8:30 p.m. Policy for Consideration for a Veteran's Memorial Square  
Dedication - Proposed amendments to be voted  
(Final version to be on the July 15, 2025 Consent Agenda)  
Tom Calter  
Town Manager
9. 8:40 p.m. **Consent Agenda:**
  - a. Approval of Open Session Minutes Meeting of June 3, 2025 and June 20, 2025
  - b. Application for a License for a Road Race - Be inspired Together, Inc. - Spooky 5k Mile Walk on October 10, 2025
  - c. Application for a Road Race Permit - Stoughton Town Spa - "Kare for Kidneys" The Kidney Bean 5k Walk/Run on September 28, 2025
  - d. Acceptance of Donation from Copeland Family Foundation Inc. to the Town of Stoughton Animal Control
  - e. Repurpose Agreement between the Town of Stoughton and the Stoughton Historical Society

f. Integrated Collective Bargaining Agreement between the Town of Stoughton and the Stoughton Library Staff Association for the period of July 1, 2025 - June 30, 2028

10. 8:50 p.m.

**Executive Session:**

Executive Session pursuant to Open Meeting Law (Chapter 30A Section 21 (a)(6)) - To discuss strategy with respect to the potential purchase, exchange, lease or value of real estate, if an open meeting may have a detrimental effect on the negotiating position of the Board and the Chair so declares re: 28 acres off Orchard Road

**SELECT BOARD MEETING**  
**Joint with the STOUGHTON REDEVELOPMENT AUTHORITY**  
**TUESDAY, June 17, 2025 - 7:30 p.m.**  
**The GREAT HALL, 10 Pearl St., 3rd Floor**  
**STOUGHTON, MA 02072**  
**& VIRTUALLY via GOOGLE MEETS**

RECEIVED  
STOUGHTON, MASS  
2025 JUN 12 P 3: 51

OFFICE OF  
STOUGHTON, MASS

In accordance with Chapter 2 of the Acts of 2025, which extends the Governor's March 12, 2020 "Order Suspending Certain Provisions of the Open Meeting Law, G.L. c. 30A § 20," until June 30, 2027, this meeting will be conducted both in person and virtually via Google Meets.

**To Join via Google Meets: yhb-aatn-xra**  
**PHONE: 208-856-8148**  
**PIN: 399 409 768#**

The meeting will be recorded by SMAC cable television and broadcast live and may be livestreamed at [www.stoughtontv.org](http://www.stoughtontv.org). A recording of the meeting, transcript, or other comprehensive record of the proceeding will be posted on the Town's website and/or SMAC as soon as possible after the meeting if the live broadcast or livestreaming is unsuccessful. Times are approximate and items may be taken out of order at the Chair's discretion.

1. 7:30 p.m. **OPEN SESSION**  
Call to Order & Pledge of Allegiance
  
2. 7:35 p.m. Presenting Citation to Mark Snyder
  
3. 7:40 p.m. Interviews to the Stoughton Redevelopment Authority and Appointment
  - Robert Kirby
  - Natasha Parker
  - Johna Rosenblatt
  
4. 8:00 p.m. **Town Boards and Committees Appointments:**
  - Board of Assessors (2 Vacancies)**  
Francis Bruttaniti - incumbent
  - Brockton Area Transit Representative (1 Vacancy)**  
Joseph Mokrisky - incumbent
  - Constables (7 Vacancies)**  
Michael Beaudette – incumbent  
Tory Singletary
  - Council on Aging (2 Vacancies)**  
Kiran S. Majmudar  
Paul Rosenblatt  
Mary Ellen Soares – incumbent

Cultural Council (5 Vacancies)

Brian Butler – incumbent

Kyna Hu

Diane Shemtov – incumbent

Martin West - incumbent

Energy Sustainability Committee (3 Vacancies)

David Billo – incumbent

Nathan Cleveland – incumbent

Arthur Rigor da Eva

Marie Montima

Library Trustees (2 Vacancies)

David Lambert – incumbent

Sheila Osborne - incumbent

Metropolitan Area Planning Council (1 Vacancy)

Debra Roberts - incumbent

Open Space Committee (3 Vacancies)

Fran Bruttaniti – incumbent

Gerry McDonald - incumbent

Jasmine Tanguay - incumbent

Planning Board (1 Vacancy)

Paul Demusz – incumbent

Zoning Board of Appeals (1 Vacancy)

Sherman Epro - incumbent

Marie Montima

Zoning Board of Appeals - Alternate (5 Vacancies)

none

300<sup>th</sup> Anniversary Committee (2 Vacancies)

Marie Montima

Jennifer Sears

- |    |           |   |                                     |
|----|-----------|---|-------------------------------------|
| 5. | 8:45 p.m. | To approve transfer of \$1,142,000 from the MWRA Capital Infrastructure Fund to Project 10806 Article 26 Annual Town Meeting May 6, 2024 – Votes may be taken | Keith Nastasia<br>Elizabeth Zaleski |
| 6. | 8:50 p.m. | To consider the donation of surplus vehicle 2005 International Ambulance - Votes may be taken   |                                     |
| 7. | 9:00 p.m. | Town Vehicle Use Policy - Proposed amendments to be voted (Final version to be on the July 1, 2025 Consent Agenda)  | Tom Calter<br>Town Manager          |

8. 9:10 p.m. Policy for Consideration for a Veteran's Memorial Square Dedication - Proposed amendments to be voted (Final version to be on the July 1, 2025 Consent Agenda)
9. 9:20 p.m. Select Board Comments
10. 9:25 p.m. Town Manager Comments
11. 9:30 p.m. Citizens' Comments
12. 9:35 p.m. Executive Session:  
Executive Session, pursuant to G.L. c. 30A, Section 21(a)(2), to conduct a strategy session in preparation for negotiations with non-union personnel; Town Manager.

Tom Calter  
Town Manager

**SELECT BOARD MEETING**  
**TUESDAY, June 3, 2025 - 7:30 p.m.**  
**The GREAT HALL, 10 Pearl St., 3rd Floor**  
**STOUGHTON, MA 02072**  
**& VIRTUALLY via GOOGLE MEETS**

RECEIVED  
STOUGHTON, MASS.  
2025 MAY 29 P 4: 07

OFFICE OF

In accordance with Chapter 2 of the Acts of 2025, which extends the Governor's March 12, 2020 "Order" Suspending Certain Provisions of the Open Meeting Law, G.L. c. 30A § 20," until June 30, 2027, this meeting will be conducted both in person and virtually via Google Meets.

**To Join via Google Meets: xpe-veea-vyj**  
**PHONE: 530-494-9286**  
**PIN: 137 417 595#**

The meeting will be recorded by SMAC cable television and broadcast live and may be livestreamed at [www.stoughtontv.org](http://www.stoughtontv.org). A recording of the meeting, transcript, or other comprehensive record of the proceeding will be posted on the Town's website and/or SMAC as soon as possible after the meeting if the live broadcast or livestreaming is unsuccessful. Times are approximate and items may be taken out of order at the Chair's discretion.

1. 7:30 p.m. **OPEN SESSION**  
Call to Order & Pledge of Allegiance
2. 7:35 p.m. Citizens' Comments
3. 7:40 p.m. Select Board Comments
4. 7:50 p.m. Town Manager Comments
5. 8:00 p.m. **Public Hearings:**
  - a. Pursuant MGL c. 140 §157 - to hear and consider a request dated May 7, 2025 for a dangerous dog hearing, filed by the Stoughton Animal Control Officer, concerning a dog owned by Joshua Hall and Davia Stickler  
Joshua Hall  
Davia Stickler
  - 8:30 p.m. b. Application for a Class II License - Skyway Motor, 630 Park Street  
Alex Binjour
  - c. Application for a Common Victualler License - North Canton Donuts, Inc. d/b/a Dunkin Donuts, 126 Sharon Street  
Michael Cavallo
6. 8:55 p.m. **Consent Agenda:**
  - a. Approval of Open Session Minutes Meeting of May 20, 2025
7. 9:00 p.m. **Executive Session:**
  - a. Approval of Executive Session Minutes Meeting of May 6, 2025 and May 20, 2025
  - b. Executive Session pursuant to Open Meeting Law (Chapter 30A Section 21 (a)(6)) - To discuss strategy with respect to the potential purchase, exchange, lease or value of real estate, if an open meeting may have a detrimental effect on the negotiating position of the Board and the Chair so declares

**SELECT BOARD MEETING**  
**TUESDAY, May 20, 2025 - 7:30 p.m.**  
**The GREAT HALL, 10 Pearl St., 3rd Floor**  
**STOUGHTON, MA 02072**  
**& VIRTUALLY via GOOGLE MEETS**

RECEIVED  
STOUGHTON, MASS.

2025 MAY 15 P 4:37

In accordance with Chapter 2 of the Acts of 2025, which extends the Governor's ~~March 12, 2020~~ "Order Suspending Certain Provisions of the Open Meeting Law, G.L. c. 30A § 20," until June 30, 2027, this meeting will be conducted both in person and virtually via Google Meets.

**To Join via Google Meets: nbt-yudr-jtc**  
**PHONE: 786-681-1993**  
**PIN: 184 847 676#**

The meeting will be recorded by SMAC cable television and broadcast live and may be livestreamed at [www.stoughtontv.org](http://www.stoughtontv.org). A recording of the meeting, transcript, or other comprehensive record of the proceeding will be posted on the Town's website and/or SMAC as soon as possible after the meeting if the live broadcast or livestreaming is unsuccessful. Times are approximate and items may be taken out of order at the Chair's discretion.

1. 7:30 p.m. **OPEN SESSION**  
Call to Order & Pledge of Allegiance
2. 7:35 p.m. To endorse the current proposal re: Turnpike Street and Park Street Intersection Project - Votes may be taken  
Marc Tidelle  
Town Engineer
3. 7:55 p.m. To discuss and approve current complete Street Prioritization Plan - Votes may be taken  
Marc Tidelle  
Town Engineer
4. 8:15 p.m. Sewer Connection/Easement - 1044 Park Street  
Paul Seaberg  
Project Manager
5. 8:30 p.m. **Public Hearings:**
  - a. Application for a Class II License - First Motors, Inc., 1254 Washington Street  
Faig Ibrahimov  
Kanan Mansimov
  - b. Application to Amend License to Store Flammables, Combustibles or Explosives - MacFarlane Energy d/b/a Horan Oil, 125 Simpson Street  
Robert Coluccio  
Web Engineering
6. 8:50 p.m. **Consent Agenda:**
  - a. Approval of Open Session Minutes Meeting of May 6, 2025
  - b. Application for a 1-Day Beer & Wine License - Club Luis de Camoes Holy Ghost on June 7, 2025
  - c. Application for a License for a Parade - Club Luis de Camoes Holy Ghost on June 8, 2025
  - d. Request for Use of Electronic Billboard to advertise the Stoughton Juneteenth event
7. 9:00 p.m. Select Board Comments
8. 9:10 p.m. Town Manager Comments
9. 9:20 p.m. Citizens' Comments

10. 9:30 p.m.

Executive Session:

- a. Approval of Executive Session Minutes Meeting of April 15, 2025
- b. Executive session pursuant to Open Meeting Law (Chapter 30A Section 21 (a)(3)) - To discuss strategy with respect to potential litigation concerning the Stoughton Media Access Corp. if an open meeting may have a detrimental effect on the negotiating or litigating position of the Board and the Chair so declares

**SELECT BOARD MEETING**  
**TUESDAY, May 6, 2025 - 7:30 p.m.**  
**The GREAT HALL, 10 Pearl St., 3rd Floor**  
**STOUGHTON, MA 02072**  
**& VIRTUALLY via GOOGLE MEETS**

RECEIVED  
STOUGHTON, MASS.  
2025 MAY -1 P 4: 24

OFFICE OF  
TOWN CLERK

In accordance with Chapter 2 of the Acts of 2025, which extends the Governor's March 12, 2020 Order RI Suspending Certain Provisions of the Open Meeting Law, G.L. c. 30A § 20," until June 30, 2027, this meeting will be conducted both in person and virtually via Google Meets.

**To Join via Google Meets: iev-gxcs-ewm**  
**PHONE: 678-487-9948**  
**PIN: 997 661 795#**

The meeting will be recorded by SMAC cable television and broadcast live and may be livestreamed at [www.stoughtontv.org](http://www.stoughtontv.org). A recording of the meeting, transcript, or other comprehensive record of the proceeding will be posted on the Town's website and/or SMAC as soon as possible after the meeting if the live broadcast or livestreaming is unsuccessful. Times are approximate and items may be taken out of order at the Chair's discretion.

1. 7:30 p.m. OPEN SESSION  
Call to Order & Pledge of Allegiance
2. 7:35 p.m. Swearing-in ceremony
  - Officer Ali Awad
  - Officer Celeb Nix
  - Officer Khalil Paul
3. 7:50 p.m. Select Board Comments
4. 8:00 p.m. Town Manager Comments
5. 8:10 p.m. Citizens' Comments
6. 8:20 p.m. Consent Agenda:
  - a. Approval of Open Session Minutes Meeting of April 15, 2025
  - b. Application for a License for a Non-Alcoholic Feast - Arraial of Stoughton "Brazilian Feast on June 7, 2025
  - c. Application for a 1-Day All Alcoholic Beverage License - Holy Ghost Society of Azores on July 19, 2025
  - d. Application for a License for a Parade - Holy Ghost of Azores Procession on July 20, 2025
7. 8:30 p.m. Executive Session:  
Executive session pursuant to Open Meeting Law (Chapter 30A Section 21 (a)(3)) - To discuss strategy with respect to litigation concerning the Stoughton Media Access Corp. if an open meeting may have a detrimental effect on the negotiating or litigating position of the Board and the Chair so declares

**SELECT BOARD MEETING**  
**TUESDAY, April 15, 2025 - 7:30 p.m.**  
**The GREAT HALL, 10 Pearl St., 3rd Floor**  
**STOUGHTON, MA 02072**  
**& VIRTUALLY via GOOGLE MEETS**

RECEIVED  
STOUGHTON, MASS.

2025 APR 10 P 2:33

OFFICE OF  
TOWN CLERK

In accordance with Chapter 2 of the Acts of 2025, which extends the Governor's March 12, 2020 "Order Suspending Certain Provisions of the Open Meeting Law, G.L. c. 30A § 20," until June 30, 2027, this meeting will be conducted both in person and virtually via Google Meets.

**To Join via Google Meets: ttt-bgcv-ght**  
**PHONE: 650-667-3849**  
**PIN: 700 176 417#**

The meeting will be recorded by SMAC cable television and broadcast live and may be livestreamed at [www.stoughtontv.org](http://www.stoughtontv.org). A recording of the meeting, transcript, or other comprehensive record of the proceeding will be posted on the Town's website and/or SMAC as soon as possible after the meeting if the live broadcast or livestreaming is unsuccessful. Times are approximate and items may be taken out of order at the Chair's discretion.

1. 7:30 p.m. **OPEN SESSION**  
**Call to Order & Pledge of Allegiance**
2. 7:35 p.m. Swearing-in Ceremony  
Select Board Member Joseph Mokrisky
3. 7:50 p.m. Reorganization of the Board
4. 8:00 p.m. Citizens' Comments (2 minutes each)
5. 8:10 p.m. Select Board Comments
6. 8:20 p.m. Town Manager Comments
7. 8:30 p.m. Old Colony Elderly Services (OCES) Board of Directors  
Nomination (Votes may be taken) Ellen Lash  
(incumbent)
8. 8:40 p.m. **Consent Agenda:**
  - a. Approval of Open Session Minutes Meeting of April 1, 2025
  - b. Application for a Memorial Day Parade on May 26, 2025
  - c. Approve insert re: information on Town Marketing App &  
Capital Project Survey with the water bill in May
  - d. Letter of Support re: Wilkins School Electrification Program
  - e. Application for Constable Appointment
9. 8:50 p.m. **Executive Session:**
  - a. Approval of executive session minutes meetings of January 21,  
2025 and February 4, 2025
  - b. Executive Session, subject to the Chair's declaration, to discuss  
strategy with respect to litigation pursuant to G.L. c. 30A §  
21(a)(3), in the matter of "In re National Prescription Opiate  
Litigation, USDC N. Dist. Ohio, MDL 2804, Case No. 17-md-  
2804
  - c. Executive session pursuant to Open Meeting Law (Chapter

30A Section 21 (a)(3)) - To discuss strategy with respect to potential litigation concerning the Stoughton Media Access Corp. if an open meeting may have a detrimental effect on the negotiating or litigating position of the Board and the Chair so declares

**SELECT BOARD MEETING**  
**TUESDAY, April 1, 2025 - 7:30 p.m.**  
**The GREAT HALL, 10 Pearl St., 3rd Floor**  
**STOUGHTON, MA 02072**  
**& VIRTUALLY via GOOGLE MEETS**

RECEIVED  
STOUGHTON, MASS.

2025 MAR 27 P 3:01

OFFICE OF

This meeting is currently scheduled to be held as hybrid meeting as authorized by Chapter 2 of the Acts of 2023 which authorizes municipal boards to meet remotely or in a hybrid format (in person and remote participation). That authorization is scheduled to expire on March 31, 2025. If legislative action extends or modifies current allowances for remote or hybrid participation, the format of this hearing may be adjusted accordingly and, the meeting may, if required, be held in person (with no remote option) at the Great Hall, 10 Pearl Street. Any changes will be noted on the Town's website. Please check <https://stoughton.org> regularly for updates and participation details.

**To Join via Google Meets: ify-actu-epu**  
**PHONE: 650-735-3765**  
**PIN: 335 084 047#**

The meeting will be recorded by SMAC cable television and broadcast live and may be livestreamed at [www.stoughtontv.org](http://www.stoughtontv.org). A recording of the meeting, transcript, or other comprehensive record of the proceeding will be posted on the Town's website and/or SMAC as soon as possible after the meeting if the live broadcast or livestreaming is unsuccessful. Times are approximate and items may be taken out of order at the Chair's discretion.

1. 7:30 p.m. **OPEN SESSION**  
Call to Order & Pledge of Allegiance
2. 7:35 p.m. Citizens' Comments (2 minutes each)
3. 7:45 p.m. Select Board Comments
4. 7:55 p.m. Issuance of debt for Title V Loan for the Septic Betterment Program (Votes may be taken) Paula Nute  
Treasurer/Collector
5. 8:00 p.m. Public Hearings:
  - a. Joint pole petition of Massachusetts Electric Company d/b/a National Grid and Verizon New England, Inc. - Project #30927002 Jarad Aker
  - b. Applications for a Common Victualler License - Stoughton Bakery & Cafe, Inc., 27-29 Wyman Street Ana Maria Vaz
6. 8:20 p.m. Renewal of Town of Stoughton health insurance opt-out program (Votes may be taken)
7. 8:25 p.m. Stoughton Redevelopment Authority project updates Roberta Harback, Chair
8. 8:35 p.m. 300th Anniversary Committee updates Kellie Laguerre, Chair
9. 8:45 p.m. Consent Agenda:  
Approval of Open Session Minutes Meeting of March 11, 2025 and March 18, 2025

**SELECT BOARD MEETING**  
**TUESDAY, March 18, 2025 - 7:00 p.m.**  
**The GREAT HALL, 10 Pearl St., 3rd Floor**  
**STOUGHTON, MA 02072**  
**& VIRTUALLY via GOOGLE MEETS**

RECEIVED  
STOUGHTON, MASS.  
2025 MAR 13 P 4: 17

OFFICE OF  
MAYOR

In accordance with Chapter 2 of the Acts of 2023, which extends the Governor's March 12, 2020 Order Suspending Certain Provisions of the Open Meeting Law, G.L.C. 30A § 20, until March 31, 2025, this meeting will be conducted both in person and virtually via Google Meets.

**To Join via Google Meets: got-jjce-kip**  
**PHONE: 443-330-7753**  
**PIN: 346 147 467#**

The meeting will be recorded by SMAC cable television and broadcast live and may be livestreamed at [www.stoughtontv.org](http://www.stoughtontv.org). A recording of the meeting, transcript, or other comprehensive record of the proceeding will be posted on the Town's website and/or SMAC as soon as possible after the meeting if the live broadcast or livestreaming is unsuccessful. Times are approximate and items may be taken out of order at the Chair's discretion.

1. 7:00 p.m. **OPEN SESSION**

**Call to Order & Pledge of Allegiance**

2. 7:05 p.m. Citizens' Comments (2 minutes each)

3. 7:15 p.m. Select Board Comments

4. 7:25 p.m. Town Manager Comments

5. 7:30 p.m. Discussion re: South School Project Resolution (Votes may be taken)

6. 7:40 p.m. Select Board Policy re: the use of free cash in the Town's FY26 operating budget (Votes may be taken)

7. **Public Hearings:**

7:45 p.m. a. Liquor License Violation - Kit Ching, Inc. d/b/a Chinatown, 103 Sharon Street

8:00 p.m. b. Joint pole petition of Massachusetts Electric Company d/b/a National Grid and Verizon New England, Inc. - Project #31000769

c. Applications for a Common Victualler License and an All Alcoholic Beverages License - KFUS, Inc. d/b/a/ Seoul Gourmet, 408 Washington Street

Kit Ching Wong

Jarad Aker

Raymond Lee

8. 8:20 p.m. To discuss process and plan of action for the Frederick Richard Class of 2025 Scholarships awards (Votes may be taken)

9. 8:30 p.m. **Consent Agenda:**

a. Approval of Open Session Minutes Meeting of February 18, 2025 and March 3, 2025

b. Application for a 1-Day All Alcoholic Beverage License  
Application - San John's Filarmonica Society, 845 Washington  
Street on June 21, 2025

c. Application for a Permit for a Parade - San John's Filarmonica  
Society, 845 Washington Street on June 22, 2025

**SELECT BOARD MEETING**  
**TUESDAY, March 11, 2025 - 7:00 p.m.**  
**The GREAT HALL, 10 Pearl St., 3rd Floor**  
**STOUGHTON, MA 02072**  
**& VIRTUALLY via GOOGLE MEETS**

RECEIVED  
STOUGHTON, MASS.  
2025 MAR -6 1P 3:06

OFFICE OF  
TOWN CLERK

In accordance with Chapter 2 of the Acts of 2023, which extends the Governor's March 12, 2020 "Order Suspending Certain Provisions of the Open Meeting Law, G.L.C. 30A § 20", until March 31, 2025, this meeting will be conducted both in person and virtually via Google Meets.

**To Join via Google Meets: bae-oe fz-kvg**  
**PHONE: 315-963-9761**  
**PIN: 608 835 447#**

The meeting will be recorded by SMAC cable television and broadcast live and may be livestreamed at [www.stoughtontv.org](http://www.stoughtontv.org). A recording of the meeting, transcript, or other comprehensive record of the proceeding will be posted on the Town's website and/or SMAC as soon as possible after the meeting if the live broadcast or livestreaming is unsuccessful. Times are approximate and items may be taken out of order at the Chair's discretion.

1. 7:00 p.m. **OPEN SESSION**  
Call to Order & Pledge of Allegiance
2. 7:05 p.m. Close the Warrant for Special Town Meeting within the Annual Town Meeting (Votes may be taken)
3. 7:20 p.m. **Consent Agenda:**
  - a. 30 Freeman Street Electric Easement
  - b. License agreement between the Town of Stoughton and Asplundh Construction, LLC of approximately 1.2 acres of parcel 053\_166

**SELECT BOARD MEETING**

**MONDAY, March 3, 2025 - 7:00 p.m.**

**THE GREAT HALL, 10 Pearl St., 3rd Floor  
STOUGHTON, MA 02072**

**& VIRTUALLY via GOOGLE MEETS**

OFFICE OF

THE TOWN CLERK

In accordance with Chapter 2 of the Acts of 2023, which extends the Governor's March 12, 2020 "Order Suspending Certain Provisions of the Open Meeting Law, G.L.C. 30A § 20", until March 31, 2025, this meeting will be conducted both in person and virtually via Google Meets.

**To Join via Google Meets: vvi-cwdb-zgs**

**PHONE: 559-931-1605**

**PIN: 146 776 834#**

The meeting will be recorded by SMAC cable television and broadcast live and may be livestreamed at [www.stoughtontv.org](http://www.stoughtontv.org). A recording of the meeting, transcript, or other comprehensive record of the proceeding will be posted on the Town's website and/or SMAC as soon as possible after the meeting if the live broadcast or livestreaming is unsuccessful. Times are approximate and items may be taken out of order at the Chair's discretion.

1. 7:00 p.m. **OPEN SESSION**  
Call to Order & Pledge of Allegiance
2. 7:05 p.m. Citizens' Comments (2 minutes each)
3. 7:15 p.m. Select Board Comments
4. 7:25 p.m. Town Manager Comments
5. 7:30 p.m. To consider and discuss Noise By-law (Votes may be taken)
6. 7:50 p.m. Stoughton Reads Together book for 2025
7. 8:00 p.m. Call for the April 8, 2025 election/ballot
8. 8:05 p.m. Open the Warrant for Special Town Meeting within the Annual Town Meeting
9. 8:10 p.m. **Consent Agenda:**
  - a. Approval of In-Person Early Voting for the April 8, 2025 Election
  - b. License agreement between the Town of Stoughton and Asplundh Construction, LLC of approximately 1.2 acres of parcel 053\_166
  - c. 30 Freeman Street Electric Easement

Christopher McGhee  
Library Director

**SELECT BOARD MEETING**  
**TUESDAY, February 18, 2025 - 7:00 p.m.**  
**The GREAT HALL, 10 Pearl St., 3rd Floor**  
**STOUGHTON, MA 02072**  
**& VIRTUALLY via GOOGLE MEETS**

RECEIVED  
STOUGHTON, MASS.  
2025 FEB 13 P 5:27

In accordance with Chapter 2 of the Acts of 2023, which extends the Governor's March 12, 2020 "Order Suspending Certain Provisions of the Open Meeting Law, G.L.C. 30A § 20", until March 31, 2025, this meeting will be conducted both in person and virtually via Google Meets.

OFFICE OF  
THE TOWN CLERK

**To Join via Google Meets: tpa-fszv-bzd**  
**PHONE: 405-939-0122**  
**PIN: 974 003 213#**

The meeting will be recorded by SMAC cable television and broadcast live and may be livestreamed at [www.stoughtontv.org](http://www.stoughtontv.org). A recording of the meeting, transcript, or other comprehensive record of the proceeding will be posted on the Town's website and/or SMAC as soon as possible after the meeting if the live broadcast or livestreaming is unsuccessful. Times are approximate and items may be taken out of order at the Chair's discretion.

1. 7:00 p.m. **OPEN SESSION**  
Call to Order & Pledge of Allegiance
2. 7:05 p.m. Citizens' Comments (2 minutes each)
3. 7:15 p.m. Select Board Comments
4. 7:25 p.m. Town Manager Comments
5. 7:30 p.m. **Town Boards and Committees Appointments:**  
Board of Assessors  
- Frances Bruttaniti  
Climate Action Plan Committee  
- Mark Racicot  
Commission on Disabilities  
- Michael Hardman
6. 7:50 p.m. **Consent Agenda:**  
a. Approval of Open Session Meeting Minutes of January 7, 2025 and January 14, 2025  
b. Application for a 1-Day Alcoholic Beverage License and Entertainment License Application - Ahavath Torah Congregation, 1179 Central Street on March 16, 2025
7. 8:00 p.m. **Public Hearing:**  
PVG Hospitality Inc. d/b/a Hampton Inn, 445 Page St.  
Consideration of cancellation /revocation of liquor license (Votes may be taken)

**SELECT BOARD MEETING** (D)  
**TUESDAY, February 4, 2025 - 7:00 p.m.**  
**The GREAT HALL, 10 Pearl St., 3rd Floor**  
**STOUGHTON, MA 02072**  
**& VIRTUALLY via GOOGLE MEETS**

RECEIVED  
STOUGHTON, MASS.  
2025 JAN 30 A 11: 51

OFFICE OF  
THE TOWN CLERK

In accordance with Chapter 2 of the Acts of 2023, which extends the Governor's March 12, 2020 "Order Suspending Certain Provisions of the Open Meeting Law, G.L.C. 30A § 20", until March 31, 2025, this meeting will be conducted both in person and virtually via Google Meets.

**To Join via Google Meets: pgj-sutk-ffc**  
**PHONE: 551-333-3386**  
**PIN: 648 888 104#**

The meeting will be recorded by SMAC cable television and broadcast live and may be livestreamed at [www.stoughtontv.org](http://www.stoughtontv.org). A recording of the meeting, transcript, or other comprehensive record of the proceeding will be posted on the Town's website and/or SMAC as soon as possible after the meeting if the live broadcast or livestreaming is unsuccessful. Times are approximate and items may be taken out of order at the Chair's discretion.

1. 7:00 p.m. **OPEN SESSION**  
**Call to Order & Pledge of Allegiance**
  
2. 7:05 p.m. **Swearing-in Ceremony**  
Promotions to Lieutenant:
  - Lt. Timothy Hansler
  - Lt. John OwensPromotions to Sergeant:
  - Sgt. Tyson Antonino
  - Sgt. David PaintenPromotion to Detective Sergeant:
  - Michael MedinaNew Hire:
  - Officer Noah Glover
  
3. 7:25 p.m. 2025 Annual Town Meeting Warrant:
  - Close the Warrant (Votes may be taken)Marc Tisdelle  
Town Engineer
  
4. 7:45 p.m. To consider and discuss donation or sale of 5 parcels of land (017\_074, 017\_065, 017\_066, 017\_067 and 017\_068) on Mill Street (Votes may be taken)  
Marc Tisdelle  
Town Engineer
  
5. 8:00 p.m. **Public Hearing:**  
Application for Wines and Malt Beverages License - Do Brazil Market Inc., 22 Porter St. (Confirmatory vote)
  
6. 8:05 p.m. Fire Station Project Presentation - Final  
Pomroy Associates, LLC  
Dore & Whittier

7. 8:30 p.m. To approve and adopt the Abington, Easton and Stoughton, MA Natural Hazard Mitigation Plan 2024 Update (Votes may be taken)
8. 8:45 p.m. Citizens' Comments (2 minutes each)
9. 8:55 p.m. Select Board Comments
10. 9:05 p.m. Town Manager Comments
11. 9:10 p.m. Consent Agenda:
  - a. Approval of Open Session Meeting Minutes of January 7, 2025 and January 14, 2025
  - b. Application for a Road Race or Parade - Annual 4th of July Parade on July 4, 2025
  - c. Application for a Road Race or Parade - 13th Annual Narragansett Summer Running Festival on July 13, 2025, rain date July 20, 2025
  - d. Application for a Road Race or Parade - Stoughton Youth Baseball Opening Day Parade on April 26, 2025
  - e. Application for a 1-Day Alcoholic Beverage License - St. James Church on March 1, 2025
  - f. Memorial Square Dedication Application for Joseph Gambrazzio
12. 9:20 p.m. Executive Session:
  - a. Approval of executive session minutes meeting of January 14, 2025 and revision of executive session minutes meeting of November 13, 2024
  - b. Executive session pursuant to Open Meeting Law (Chapter 30A Section 21 (a)(2)) - To conduct strategy sessions in preparations for negotiations with nonunion personnel and contract negotiations with nonunion personnel - Town Clerk

**SELECT BOARD MEETING**  
**TUESDAY, January 21, 2025 - 7:00 p.m.**  
**The GREAT HALL, 10 Pearl St., 3rd Floor**  
**STOUGHTON, MA 02072**  
**& VIRTUALLY via GOOGLE MEETS**

RECEIVED  
STOUGHTON, MASS.  
2025 JAN 16 P 3:24

OFFICE OF  
THE TOWN CLERK

In accordance with Chapter 2 of the Acts of 2023, which extends the Governor's March 12, 2020 "Order Suspending Certain Provisions of the Open Meeting Law, G.L.C. 30A § 20", until March 31, 2025, this meeting will be conducted both in person and virtually via Google Meets.

**To Join via Google Meets: org-upiy-ufk**  
**PHONE: 443-914-3050**  
**PIN: 966 424 542#**

The meeting will be recorded by SMAC cable television and broadcast live and may be livestreamed at [www.stoughtontv.org](http://www.stoughtontv.org). A recording of the meeting, transcript, or other comprehensive record of the proceeding will be posted on the Town's website and/or SMAC as soon as possible after the meeting if the live broadcast or livestreaming is unsuccessful. Times are approximate and items may be taken out of order at the Chair's discretion.

1. 7:00 p.m. **OPEN SESSION**  
Call to Order & Pledge of Allegiance
2. 7:05 p.m. Citizens' Comments (2 minutes each)
3. 7:15 p.m. Select Board Comments
4. 7:25 p.m. Town Manager Comments
5. 7:30 p.m. FY26 Operating Budget (Votes may be taken)  
Tom Calter  
Town Manager
6. 8:15 p.m. 2025 Annual Town Meeting Warrant:
  - Open the Warrant (Votes may be taken)Marc Tisdelle  
Town Engineer
7. 8:25 p.m. Waiver Request under Section XXXI of the Town of Stoughton Select Board Alcoholic Beverage Licensing Regulations - The Kanvis Events LLC, 603 Washington St. - Votes may be taken  
Stephanie and  
Isaac Remy
8. 8:45 p.m. **Consent Agenda:**
  - a. Approval of Open Session Meeting Minutes of December 17, 2024
  - b. Approval of Alcoholic Beverage Control Commission (ABCC) Forms:
    - Licensees who failed to renew
    - Seasonal Population Form
    - Annual Report
  - c. License Agreement for the use of parcel of land recorded at Map 29, Lot 37 (Elm St.), between the Town of Stoughton and Stoughton Youth Baseball

- d. License Agreement for the use of parcel of land recorded at Map 42, Lot 29 (Drake Ave.), between the Town of Stoughton and Stoughton Youth Baseball

9. 8:55 p.m. Executive Session:

- a. Executive session pursuant to Open Meeting Law (Chapter 30A Section 21 (a)(3)) - To discuss strategy with respect to potential litigation concerning the Stoughton Media Access Corp. if an open meeting may have a detrimental effect on the negotiating or litigating position of the Board and the Chair so declares.

- b. Executive session pursuant to Open Meeting Law (Chapter 30A Section 21 (a)(2)) - To conduct strategy sessions in preparations for negotiations with nonunion personnel and contract negotiations with nonunion personnel - Chief of Police

**SELECT BOARD MEETING**  
**TUESDAY, January 14, 2025 - 7:00 p.m.**  
**The GREAT HALL, 10 Pearl St., 3rd Floor**  
**STOUGHTON, MA 02072**  
**& VIRTUALLY via GOOGLE MEETS**

RECEIVED  
STOUGHTON, MASS.

2025 JAN -9 P 4: 17

In accordance with Chapter 2 of the Acts of 2023, which extends the Governor's March 12, 2020 "Order, Suspending Certain Provisions of the Open Meeting Law, G.L.C. 30A § 20", until March 31, 2025, this meeting will be conducted both in person and virtually via Google Meets.

OFFICE OF

**To Join via Google Meets: qot-npuq-zks**  
**PHONE: 302-440-5323**  
**PIN: 886 522 199#**

The meeting will be recorded by SMAC cable television and broadcast live and may be livestreamed at [www.stoughtontv.org](http://www.stoughtontv.org). A recording of the meeting, transcript, or other comprehensive record of the proceeding will be posted on the Town's website and/or SMAC as soon as possible after the meeting if the live broadcast or livestreaming is unsuccessful. Times are approximate and items may be taken out of order at the Chair's discretion.

1. 7:00 p.m. **OPEN SESSION**  
Call to Order & Pledge of Allegiance
2. 7:05 p.m. FY26 Budget and Capital - Questions from the Board
3. 8:00 p.m. Letter of Support Hebrew SeniorLife, 338 Canton Street
4. 8:15 p.m. **Consent Agenda:**  
Application for a Road Race or Parade Permit - One a Knight, Always a Knight on May 17, 2025
5. 8:20 p.m. **Executive Session:**
  - a. Approval of Executive Session Minutes Meetings of November 13, 2024, November 26, 2024, December 3, 2024 and December 10, 2024
  - b. Executive session pursuant to Open Meeting Law (Chapter 30A Section 21 (a)(2)) - To conduct strategy sessions in preparations for negotiations with nonunion personnel and contract negotiations with nonunion personnel - Town Clerk

Tom Calter  
Town Manager

Stephen Cavey  
Chair

**SELECT BOARD MEETING**  
**TUESDAY, January 7, 2025 - 7:00 p.m.**  
**The GREAT HALL, 10 Pearl St., 3rd Floor**  
**STOUGHTON, MA 02072**  
**& VIRTUALLY via GOOGLE MEETS**

RECEIVED  
STOUGHTON, MASS.  
2025 JAN -2 P 6: 04

In accordance with Chapter 2 of the Acts of 2023, which extends the Governor's March 12, 2020 Order Suspending Certain Provisions of the Open Meeting Law, G.L.C. 30A § 20B, until March 31, 2025, this meeting will be conducted both in person and virtually via Google Meets.

OFFICE OF

**To Join via Google Meets: fgx-qpoa-rpu**  
**PHONE: 747-235-3967**  
**PIN: 672 868 906#**

The meeting will be recorded by SMAC cable television and broadcast live and may be livestreamed at [www.stoughtontv.org](http://www.stoughtontv.org). A recording of the meeting, transcript, or other comprehensive record of the proceeding will be posted on the Town's website and/or SMAC as soon as possible after the meeting if the live broadcast or livestreaming is unsuccessful. Times are approximate and items may be taken out of order at the Chair's discretion.

1. 7:00 p.m. **OPEN SESSION**  
Call to Order & Pledge of Allegiance
2. 7:05 p.m. Citizens' Comments (2 minutes each)
3. 7:15 p.m. Select Board Comments
4. 7:25 p.m. Town Manager Comments
5. 7:30 p.m. Continuation of Public Hearing from 12/17/2024:  
Water & Sewer Rates Hearing
6. 7:50 p.m. Interview and consideration of appointment of Town Clerk - Votes may be taken
  - Rogeria Medeiros-Kowalczykowski
7. 8:10 p.m. FY26 Budget and Capital - Questions from the Board

Tom Calter  
Town Manager  
Keith Nastasia  
Water/Sewer  
Superintendent

Tom Calter  
Town Manager

8. 8:30 p.m. **Public Hearings:**
- a. Application for a Common Victualler License - St. Philopateer Pizza Inc. dba Lucky Pizza, 356 Washington St. Sefen Younan
  - b. Application for an All Alcoholic Beverages License - Do Brazil Market, Inc., 22 Porter Street. Luisa Fernandes
  - c. Application for a Common Victualler License - Saint Patrick Inc. dba Brothers' New York Pizza, 111 Sharon Street Sarwat Aziz
9. 9:00 p.m. South School and Jones School; Board discussion of potential Select Board Resolution re: future/anticipated disposition of same.
10. 9:15 p.m. **Consent Agenda:**
- a. Approval of Open Session Minutes meetings of December 3, 2024, December 10, 2024 and December 17, 2024
  - b. Drainage easement for the new MiltonCAT facility located at #207 Page Street
  - c. Electronic Billboard Request for Use Application to advertise Stoughton's Martin Luther King Day celebration
  - d. Application for Non-Profit Change of Officers/Directors and Change of Manager - Michael Romanuk Post 1645 VFW, Inc., 14 Seaver Street
  - e. Letter of Support Hebrew SeniorLife, 338 Canton Street
  - f. Page Street - implementation of Fall Special Town Meeting Article 5
12. 9:25 p.m. **Executive Session:**  
Executive session pursuant to Open Meeting Law (Chapter 30A Section 21 (a)(3)) - To discuss strategy with respect to potential litigation concerning the Stoughton Media Access Corp. if an open meeting may have a detrimental effect on the negotiating or litigating position of the Board and the Chair so declares

**SELECT BOARD MEETING**  
**TUESDAY, December 17, 2024 - 7:00 p.m.**  
**The GREAT HALL, 10 Pearl St., 3rd Floor**  
**STOUGHTON, MA 02072**  
**& VIRTUALLY via GOOGLE MEETS**

RECEIVED  
STOUGHTON, MASS.  
2024 DEC 12 P 12:19  
OFFICE OF  
THE TOWN CLERK

In accordance with Chapter 2 of the Acts of 2023, which extends the Governor's March 12, 2020 "Order Suspending Certain Provisions of the Open Meeting Law, G.L.C. 30A § 20", until March 31, 2025, this meeting will be conducted both in person and virtually via Google Meets.

**To Join via Google Meets: gxc-oicb-znj**  
**PHONE: 315-858-8257**  
**PIN: 201 888 982#**

The meeting will be recorded by SMAC cable television and broadcast live and may be livestreamed at [www.stoughtontv.org](http://www.stoughtontv.org). A recording of the meeting, transcript, or other comprehensive record of the proceeding will be posted on the Town's website and/or SMAC as soon as possible after the meeting if the live broadcast or livestreaming is unsuccessful. Times are approximate and items may be taken out of order at the Chair's discretion.

1. 7:00 p.m. **OPEN SESSION**  
Call to Order & Pledge of Allegiance
2. 7:05 p.m. Citizens' Comments
3. 7:15 p.m. Select Board Comments
4. 7:25 p.m. Town Manager Comments
5. 7:30 p.m. Water & Sewer Rates Hearing  
Tom Calter  
Town Manager  
Keith Nastasia  
Water/Sewer  
Superintendent
6. 7:50 p.m. Interview and consideration of appointment of Town Clerk -  
Votes may be taken
  - Rogeria Medeiros-Kowalczykowski
7. 8:10 p.m. FY26 Budget Presentation  
Marc Tidelle  
Town Engineer
8. 8:30 p.m. Annual License Renewals - Votes may be taken
  - Attachment A (Complete Applications)
  - Attachment B (Incomplete Applications)
  - Attachment C (Non-renewed Applications)Marc Tidelle  
Town Engineer

9. 8:45 p.m. Consent Agenda:

- a. Application for a Chanukah Dreidel Display and 1-Day Menorah Display - Shaloh House Chabad
- b. Ratification and final approval of executive session vote to approve the Stoughton Town Hall Employees Association and Stoughton Library Staff Association Memorandums of Agreement

10. 8:50 p.m. Special Town Meeting Warrant - Votes may be taken

- a. Insert Articles into Special Town Meeting Warrant
- b. Close Special Town Meeting Warrant
- c. Set the Date for Special Town Meeting

**SELECT BOARD MEETING**  
**TUESDAY, December 10, 2024 - 7:00 p.m.**  
**The GREAT HALL, 10 Pearl St., 3rd Floor**  
**STOUGHTON, MA 02072**  
**& VIRTUALLY via GOOGLE MEETS**

RECEIVED  
STOUGHTON, MASS.

2024 DEC -5 P 4:00

In accordance with Chapter 2 of the Acts of 2023, which extends the Governor's March 12, 2020 Order Suspending Certain Provisions of the Open Meeting Law, G.L.C. 30A § 20, until March 31, 2025, this meeting will be conducted both in person and virtually via Google Meets.

**To Join via Google Meets: xqd-fwtr-fks**  
**PHONE: 401-426-3259**  
**PIN: 910 370 789#**

The meeting will be recorded by SMAC cable television and broadcast live and may be livestreamed at [www.stoughtontv.org](http://www.stoughtontv.org). A recording of the meeting, transcript, or other comprehensive record of the proceeding will be posted on the Town's website and/or SMAC as soon as possible after the meeting if the live broadcast or livestreaming is unsuccessful. Times are approximate and items may be taken out of order at the Chair's discretion.

1. 7:00 p.m. **OPEN SESSION**  
Call to Order & Pledge of Allegiance
2. 7:05 p.m. **Executive Session:**  
Executive Session pursuant to Open Meeting Law (Chapter 30A Section 21 (a)(3)) - To discuss strategy with respect to collective bargaining if an open meeting may have a detrimental effect on the bargaining position of the public body and the chair so declares -THEA and Library
3. 7:25 p.m. Citizens' Comments
4. 7:35 p.m. Select Board Comments
5. 7:45 p.m. Town Manager Comments
6. 7:55 p.m. Traffic re:
  - Pleasant St - Lincoln St. Intersection
  - Chapman Rd.
  - Parking on Grove St. at Pleasant St.
  - Simpson St. Parking
7. 8:15 p.m. Open the Warrant - Votes may be taken
8. 8:25 p.m. **Consent Agenda:**  
Approval of Open Session Minutes Meetings of November 13, 2024, November 19, 2024 and November 26, 2024

Marc Tisdelle  
Town Engineer  
Deputy Chief  
James O'Connor

**SELECT BOARD MEETING**  
**Joint with the Stoughton Equal Opportunity Committee**  
**TUESDAY, December 3, 2024 - 7:00 p.m.**  
**The GREAT HALL, 10 Pearl St., 3rd Floor**  
**STOUGHTON, MA 02072**  
**& VIRTUALLY via GOOGLE MEETS**

RECEIVED  
STOUGHTON, MASS.  
2024 NOV 27 P 12:08  
OFFICE OF  
THE TOWN CLERK

In accordance with Chapter 2 of the Acts of 2023, which extends the Governor's March 12, 2020 "Order Suspending Certain Provisions of the Open Meeting Law, G.L.C. 30A § 20", until March 31, 2025, this meeting will be conducted both in person and virtually via Google Meets.

**To Join via Google Meets: mqj-ujwn-uec**  
**PHONE: 413-438-7229**  
**PIN: 173 661 854#**

The meeting will be recorded by SMAC cable television and broadcast live and may be livestreamed at [www.stoughtontv.org](http://www.stoughtontv.org). A recording of the meeting, transcript, or other comprehensive record of the proceeding will be posted on the Town's website and/or SMAC as soon as possible after the meeting if the live broadcast or livestreaming is unsuccessful. Times are approximate and items may be taken out of order at the Chair's discretion.

1. 7:00 p.m. **OPEN SESSION**  
**Call to Order & Pledge of Allegiance**
  
2. 7:05 p.m. **Executive Session:**
  - a. Executive session, subject to the Chair's declaration, to discuss strategy with respect to collective bargaining or litigation pursuant to G.L. c. 30A §21 (a)(3), in the matter of McGowan v. McNulty
  - b. Executive session pursuant to Open Meeting Law (Chapter 30A Section 21 (a)(3)) - To discuss strategy with respect to potential litigation concerning the Stoughton Media Access Corp. if an open meeting may have a detrimental effect on the negotiating or litigating position of the Board and the Chair so declares
  
3. 7:20 p.m. Stoughton Equal Opportunity Committee (SEOC) By-law Debra Roberts
  
4. 7:40 p.m. FY26 Revenue Projections Elizabeth Zaleski  
Finance Director
  
5. 8:00 p.m. **Public Hearing:**  
Application for a new All Alcohol Beverages License - KPA  
Restaurant & Sports Grill, Inc., 756 Washington Street Kelly Francois
  
6. 8:15 p.m. Interest and Process for calling a Special Town Meeting  
regarding the South School Project Stephen Cavey

7. 8:30 p.m. Citizens' Comments
8. 8:40 p.m. Select Board Comments
9. 8:50 p.m. Town Manager Comments

**SELECT BOARD MEETING**  
**TUESDAY, November 26, 2024 - 7:00 P.M.**  
**The GREAT HALL, 10 Pearl St., 3rd Floor**  
**STOUGHTON, MA 02072**

RECEIVED  
STOUGHTON, MASS.  
2024 NOV 21 P 1:50

**& VIRTUALLY via GOOGLE MEETS**  
OFFICE OF  
THE TOWN CLERK

In accordance with Chapter 2 of the Acts of 2023, which extends the Governor's March 12, 2020 "Order Suspending Certain Provisions of the Open Meeting Law, G.L.C. 30A § 20", until March 31, 2025, this meeting will be conducted both in person and virtually via Google Meets.

**To Join via Google Meets: uyt-qpfg-bhg**  
**PHONE: 504-500-7767**  
**PIN: 376 048 743#**

The meeting will be recorded by SMAC cable television and broadcast live and may be livestreamed at [www.stoughtontv.org](http://www.stoughtontv.org). A recording of the meeting, transcript, or other comprehensive record of the proceeding will be posted on the Town's website and/or SMAC as soon as possible after the meeting if the live broadcast or livestreaming is unsuccessful. Times are approximate and items may be taken out of order at the Chair's discretion.

1. 7:00 p.m. **OPEN SESSION**  
Call to Order & Pledge of Allegiance
2. 7:05 p.m. **Executive Session:**  
Executive Session Minutes dated January 26, 2016
3. 7:20 p.m. To consider and discuss Noise Ordinance Policy - Votes may be taken  
Tom Calter  
Town Manager
4. 7:40 p.m. **Public Hearing:**  
Tax Classification Hearing pursuant G.L. Chapter 40 §56 -  
Votes may be taken  
Julie Castro-Deas  
Town Assessor
5. 8:00 p.m. **Continuation of Water Abatement Hearing** - Joanne Gangemi, 2 Hillwood Ave.  
Joanne Gangemi
6. 8:10 p.m. To consider and discuss Use of Town Vehicle Policy - Votes may be taken  
Tom Calter  
Town Manager
7. 8:30 p.m. **Consent Agenda:**  
a. Faxon Park Permit Application - Faith Baptist Church
8. 8:35 p.m. Citizens' Comments
9. 8:45 p.m. Select Board Comments
10. 8:55 p.m. Town Manager Comments

RECEIVED  
STOUGHTON, MASS.

**SELECT BOARD MEETING**  
**TUESDAY, November 19, 2024 - 7:00 p.m.**  
**The GREAT HALL, 10 Pearl St., 3rd Floor**  
**STOUGHTON, MA 02072**  
**& VIRTUALLY via GOOGLE MEETS**

2024 NOV 14 P 2:44

OFFICE OF  
THE TOWN CLERK

In accordance with Chapter 2 of the Acts of 2023, which extends the Governor's March 12, 2020 "Order Suspending Certain Provisions of the Open Meeting Law, G.L.C. 30A § 20", until March 31, 2025, this meeting will be conducted both in person and virtually via Google Meets.

**To Join via Google Meets: ipx-zpdh-zsj**  
**PHONE: 914-488-9702**  
**PIN: 783 728 270#**

The meeting will be recorded by SMAC cable television and broadcast live and may be livestreamed at [www.stoughtontv.org](http://www.stoughtontv.org). A recording of the meeting, transcript, or other comprehensive record of the proceeding will be posted on the Town's website and/or SMAC as soon as possible after the meeting if the live broadcast or livestreaming is unsuccessful. Times are approximate and items may be taken out of order at the Chair's discretion.

1. 7:00 p.m. **OPEN SESSION**  
Call to Order & Pledge of Allegiance
2. 7:05 p.m. Select Board Comments
3. 7:15 p.m. Town Manager Comments
4. 7:25 p.m. Citizens' Comments
5. 7:30 p.m. ADA Self Evaluation and Transition Plan Presentation  
Katie Denis  
KMA
6. 7:50 p.m. Water Abatement Hearing - Joanne Gangemi, 2 Hillwood Ave.  
Joanne Gangemi
7. 8:10 p.m. To consider and discuss Use of Town Vehicle Policy  
Tom Calter  
Town Manager
8. 8:30 p.m. To consider and discuss draft Noise Ordinance Policy -  
Votes may be taken  
Tom Calter  
Town Manager
9. 8:45 p.m. Diversity, Equity and Inclusion (DEI) By-law - Votes may  
be taken  
Debra Roberts

10. 9:00 p.m.

Consent Agenda:

- a. Approval of Open Session Minutes Meeting of  
November 6, 2024

**SELECT BOARD MEETING**  
**WEDNESDAY, November 13, 2024 - 7:00 p.m.**  
**Yaitanes Conference Room, 10 Pearl St., 3rd Floor**  
**STOUGHTON, MA 02072**  
**& VIRTUALLY via GOOGLE MEETS**

RECEIVED  
STOUGHTON, MASS.  
2024 NOV -7 P 4: 03  
OFFICE OF  
THE TOWN CLERK

In accordance with Chapter 2 of the Acts of 2023, which extends the Governor's March 12, 2020 "Order Suspending Certain Provisions of the Open Meeting Law, G.L.C. 30A. § 20", until March 31, 2025, this meeting will be conducted both in person and virtually via Google Meets.

**To Join via Google Meets: vgi-jafu-gec**  
**PHONE: 484-681-2266**  
**PIN: 871 788 792#**

The meeting will be recorded by SMAC cable television and broadcast live and may be livestreamed at [www.stoughtontv.org](http://www.stoughtontv.org). A recording of the meeting, transcript, or other comprehensive record of the proceeding will be posted on the Town's website and/or SMAC as soon as possible after the meeting if the live broadcast or livestreaming is unsuccessful. Times are approximate and items may be taken out of order at the Chair's discretion.

1. 7:00 p.m. **OPEN SESSION**  
Call to Order & Pledge of Allegiance
2. 7:05 p.m. **Executive Session:**
  - a. Executive Session, subject to the Chair's declaration, to discuss strategy with respect to collective bargaining or litigation pursuant to G.L. c. 30A § 21(a)(3), in the matter of McGowan v. McNulty
  - b. Approval of Executive Session Minutes Meetings of September 17, 2024, September 24, 2024 and September 30, 2024

**SELECT BOARD MEETING**  
**WEDNESDAY, November 6, 2024 - 7:00 p.m.**

**The GREAT HALL, 10 Pearl St., 3rd Floor**  
**STOUGHTON, MA 02072**

**& VIRTUALLY via GOOGLE MEETS**

RECEIVED  
STOUGHTON, MASS.

2024 NOV -4 A 11: 24

OFFICE OF  
THE TOWN CLERK

In accordance with Chapter 2 of the Acts of 2023, which extends the Governor's March 12, 2020 "Order Suspending Certain Provisions of the Open Meeting Law, G.L.C. 30A § 20", until March 31, 2025, this meeting will be conducted both in person and virtually via Google Meets.

**To Join via Google Meets: arx-sduy-qhc**  
**PHONE: 219-304-6618**  
**PIN: 196 116 505#**

The meeting will be recorded by SMAC cable television and broadcast live and may be livestreamed at [www.stoughtontv.org](http://www.stoughtontv.org). A recording of the meeting, transcript, or other comprehensive record of the proceeding will be posted on the Town's website and/or SMAC as soon as possible after the meeting if the live broadcast or livestreaming is unsuccessful. Times are approximate and items may be taken out of order at the Chair's discretion.

1. 7:00 p.m. **OPEN SESSION**  
Call to Order & Pledge of Allegiance
2. 7:05 p.m. To authorize the Treasurer/Collector to enter into borrowing agreements previously authorized by Town Meeting  
Elizabeth Zaleski  
Finance Director
3. 7:15 p.m. Swearing-In Ceremony
  - Deputy Chief Nathan Derby
  - Deputy Chief James O'Connor
4. 7:30 p.m. Select Board Comments
5. 7:40 p.m. Town Manager Comments
6. 7:50 p.m. Citizens' Comments
7. 8:00 p.m. Continuation Public Hearing from October 17, 2024:
  - a. Application for a Change of Manager - Joanita Restaurant, Inc., 577 Washington St.  
Antonio Sousa
  - Public Hearings:
    - b. Application for a Class III License - Accurate Recycling, LLC, 133 Maple St.  
Atty. Francis  
Crimmins

- c. Application for a Class II License - Good Faith Auto Sales, 331 Page St. Suite 3B Jean Charles
  - d. Application for a Pawn Shop License - JC's Gold & Silver Depot, 745 Washington St. Christa Milton-Cave
  - e. Joint National Grid and Verizon New England pole petition - Project # 30786568 Jarad Aker
8. 8:40 p.m. 300th Anniversary Committee update Kelly Laguerre
9. 8:55 p.m. Diversity, Equity and Inclusion (DEI) By-law - Votes may be taken Debra Roberts
10. 9:15 p.m. Consent Agenda:
- a. Approval of Open Session Minutes Meeting of October 15, 2024
  - b. Release of Assignable Easement
  - c. Memorial Square Application - Albert DiStefano
  - d. Mead, Talerman & Costa, LLC Fee Agreement
  - e. Application for a 1-Day Alcoholic Beverage License - Ahavath Torah Congregation, 1179 Central Street, on November 9, 2024

**SELECT BOARD MEETING**  
 RECEIVED **TUESDAY, October 15, 2024 - 7:30 p.m.**  
 STOUGHTON, MASS  
**The GREAT HALL, 10 Pearl St., 3rd Floor**  
 2024 OCT 10 P 3:06 **STOUGHTON, MA 02072**  
**& VIRTUALLY via GOOGLE MEETS**  
 OFFICE 2

In accordance with Chapter 2 of the Acts of 2023, which extends the Governor's March 12, 2020 "Order Suspending Certain Provisions of the Open Meeting Law, G.L.C. 30A § 20", until March 31, 2025, this meeting will be conducted both in person and virtually via Google Meets.

**To Join via Google Meets: wef-ncmy-wcp**  
**PHONE: 605-412-2609**  
**PIN: 309 522 664#**

The meeting will be recorded by SMAC cable television and broadcast live and may be livestreamed at [www.stoughtontv.org](http://www.stoughtontv.org). A recording of the meeting, transcript, or other comprehensive record of the proceeding will be posted on the Town's website and/or SMAC as soon as possible after the meeting if the live broadcast or livestreaming is unsuccessful. Times are approximate and items may be taken out of order at the Chair's discretion.

1. 7:30 p.m. **OPEN SESSION**  
**Call to Order & Pledge of Allegiance**
  
2. 7:35 p.m. Town Hall Traffic and Landscape Project presentation - Marc Tisdelle  
Town Engineer  
 Votes may be taken
  
3. 8:00 p.m. **Public Hearings:**
  - a. Application for a Common Victualer License - Jorge Lopez  
 Cafe Toma Toma, 458 Pearl Street.
  - b. Application for Change of Manager - Joanita Antonio Sousa  
 Restaurant, Inc, 577 Washington St.
  - c. Application for a Class II License - Huggard & Onur Tekin and  
Chris O'Neill  
 Ewing Automotive, LLC, 1305 Washington St.
  
4. 8:30 p.m. 300<sup>th</sup> Anniversary Committee - Update Kellie Laguerre  
Chair
  
5. 8:45 p.m. Select Board Comments
  
6. 8:55 p.m. Town Manager Comments
  
7. 9:05 p.m. Citizens' Comments
  
8. 9:10 p.m. FY26 Budget Guidelines - Votes may be taken Tom Calter  
Town Manager

9. 9:20 p.m. Consent Agenda:

- a. Approval of Open Session Minutes Meetings of September 24, 2024 and September 30, 2024
- b. Approval of Special Town Meeting posting
- c. Approval of Warrant for State Election posting
- d. Application for a Road Race or Parade - Veterans Day Parade on November 11, 2024
- e. Application for a 1-Day Beer & Wine License on October 18, 2024 - Pages Grocery and Liquor
- f. Determination of Useful Life - New Jet Truck and F250 Work Truck with Plow
- g. Abington, Easton and Stoughton, MA Natural Hazard Mitigation Plan 2023

**SELECT BOARD MEETING**  
**MONDAY, September 30, 2024 - 7:30 p.m.**  
**The GREAT HALL, 10 Pearl St., 3rd Floor**  
**STOUGHTON, MA 02072**  
**& VIRTUALLY via GOOGLE MEETS**

RECEIVED  
STOUGHTON, MASS.  
2024 SEP 26 P 4:02  
OFFICE OF  
THE TOWN CLERK

In accordance with Chapter 2 of the Acts of 2023, which extends the Governor's March 12, 2020 "Order Suspending Certain Provisions of the Open Meeting Law, G.L.C. 30A § 20", until March 31, 2025, this meeting will be conducted both in person and virtually via Google Meets.

**To Join via Google Meets: vfx-uzqz-awt**  
**PHONE: 786-540-4107**  
**PIN: 685 189 103#**

The meeting will be recorded by SMAC cable television and broadcast live and may be livestreamed at [www.stoughtontv.org](http://www.stoughtontv.org). A recording of the meeting, transcript, or other comprehensive record of the proceeding will be posted on the Town's website and/or SMAC as soon as possible after the meeting if the live broadcast or livestreaming is unsuccessful. Times are approximate and items may be taken out of order at the Chair's discretion.

1. 7:30 p.m. **OPEN SESSION**  
Call to Order & Pledge of Allegiance
2. 7:35 p.m. Select Board Comments
3. 7:40 p.m. Town Manager Comments
4. 7:45 p.m. Citizens' Comments
5. 7:50 p.m. 2025 Special Town Meeting Warrant  
- Close the Warrant (Votes may be taken)
6. 8:30 p.m. To discuss and authorize to close and paydown outstanding debt under the \$50,000 threshold as allowed by M.G.L. Ch. 44 section 20 (Votes may be taken)  
Elizabeth Zaleski  
Finance Director
7. 8:40 p.m. Continuation of Hearing from September 4, 2024:  
Application for Water Abatement Hearing - Anny Bautista,  
854 Washington Street  
Anny Bautista

8. 8:50 p.m. **Consent Agenda:**
  - a. Approval of Open Session Minutes Meetings of September 17, 2024
  - b. Approval of adhere masonry veneer, thermal insulation, door hardware, fire protection specialties and plumbing manufacturers pursuant to M.G.L. Chapter 30, section 39M(b)
  - c. Memorial Square Dedication for Edward T. Horan Sr.
  
9. 9:00 p.m. **Executive Session:**
  - a. Executive session pursuant to Open Meeting Law (Chapter 30A Section 21 (a)(3)) - To discuss strategy with respect to potential litigation if an open meeting may have a detrimental effect on the negotiating or litigating position of the Board and the Chair so declares

**SELECT BOARD MEETING**  
**TUESDAY, September 24, 2024 - 7:30 p.m.**  
**The GREAT HALL, 10 Pearl St., 3rd Floor**  
**STOUGHTON, MA 02072**  
**& VIRTUALLY via GOOGLE MEETS**

RECEIVED  
STOUGHTON, MASS.  
SEP 19 P 3:40  
OFFICE OF  
TOWN CLERK

In accordance with Chapter 2 of the Acts of 2023, which extends the Governor's March 12, 2020 "Order Suspending Certain Provisions of the Open Meeting Law, G.L.C. 30A § 20", until March 31, 2025, this meeting will be conducted both in person and virtually via Google Meets.

**To Join via Google Meets: pnv-evcu-nqo**  
**PHONE: 707-867-0239**  
**PIN: 333 685 500#**

The meeting will be recorded by SMAC cable television and broadcast live and may be livestreamed at [www.stoughtontv.org](http://www.stoughtontv.org). A recording of the meeting, transcript, or other comprehensive record of the proceeding will be posted on the Town's website and/or SMAC as soon as possible after the meeting if the live broadcast or livestreaming is unsuccessful. Times are approximate and items may be taken out of order at the Chair's discretion.

1. 7:30 p.m. **OPEN SESSION**  
Call to Order & Pledge of Allegiance
2. 7:35 p.m. Select Board Comments
3. 7:45 p.m. Town Manager Comments
4. 7:55 p.m. Citizens' Comments
5. 8:00 p.m. 2024 Special Town Meeting Articles  
- Close the Warrant (Votes may be taken)
6. 8:15 p.m. **Executive Session:**
  - a. Executive session pursuant to Open Meeting Law (Chapter 30A Section 21 (a)(3) and (6)) - To discuss strategy with respect to potential litigation if an open meeting may have a detrimental effect on the negotiating or litigating position of the Board and the Chair so declares
  - b. Approval of Executive Session Minutes Meetings of June 18, 2024 and July 3, 2024

Marc Tisdelle  
Town Engineer

**SELECT BOARD MEETING**  
**TUESDAY, September 17, 2024 - 7:30 p.m.**  
**The GREAT HALL, 10 Pearl St., 3rd Floor**  
**STOUGHTON, MA 02072**  
**& VIRTUALLY via GOOGLE MEETS**

RECEIVED  
STOUGHTON, MASS.  
2024 SEP 13 A 10:53  
OFFICE OF  
TOWN CLERK

In accordance with Chapter 2 of the Acts of 2023, which extends the Governor's March 12, 2020 "Order Suspending Certain Provisions of the Open Meeting Law, G.L.C. 30A § 20", until March 31, 2025, this meeting will be conducted both in person and virtually via Google Meets.

**To Join via Google Meets: qyi-omob-yad**  
**PHONE: 413-591-2370**  
**PIN: 329 295 833#**

The meeting will be recorded by SMAC cable television and broadcast live and may be livestreamed at [www.stoughtontv.org](http://www.stoughtontv.org). A recording of the meeting, transcript, or other comprehensive record of the proceeding will be posted on the Town's website and/or SMAC as soon as possible after the meeting if the live broadcast or livestreaming is unsuccessful. Times are approximate and items may be taken out of order at the Chair's discretion.

1. 7:30 p.m. **OPEN SESSION**  
Call to Order & Pledge of Allegiance
2. 7:35 p.m. **Executive Session:**  
Executive session pursuant to Open Meeting Law (Chapter 30A Section 21 (a)(3) and (6)) - To discuss strategy with respect to potential litigation if an open meeting may have a detrimental effect on the negotiating or litigating position of the Board and the Chair so declares
3. 7:45 p.m. Discussion of Open Meeting Law Complaint received on September 9, 2024, filed by Lisa Lyons - Votes may be taken
4. 7:55 p.m. To consider discipline, up to and including suspension or removal, of a Board appointed official - Constable Ulicio Silva - Votes may be taken
5. 8:00 p.m. **Public Hearings:**
  - a. Application for a Class II License - Katajay, LLC, 909 Washington Street, Unit 203. Ganiu - Ibiloye
  - b. Application for a Second Hand Jewelry License - JC's Gold & Silver Depot, 745 Washington Street Christa Milton-Cave

c. Application for a Change of Manager - Noceras  
Restaurant Inc./Chateau Restaurant of Stoughton,  
1165 Park Street

Derek Nocera

6. 8:30 p.m. Stoughton Equal Opportunity Committee Appointments
  - Jacqueline Daniels
  - Faye Howard
  
7. 8:40 p.m. 2024 Special Town Meeting Articles -- Open the Warrant
  
8. 8:50 p.m. Consent Agenda:
  - a. Approval of Open Session Minutes Meetings of September 4, 2024

**SELECT BOARD MEETING**  
**WEDNESDAY, September 4, 2024 - 7:30 p.m.**  
**The GREAT HALL, 10 Pearl St., 3rd Floor**  
**STOUGHTON, MA 02072**  
**& VIRTUALLY via GOOGLE MEETS**

RECEIVED  
STOUGHTON, MASS.

2024 AUG 29 P 4: 32

OFFICE OF  
THE TOWN CLERK

In accordance with Chapter 2 of the Acts of 2023, which extends the Governor's March 12, 2020 "Order Suspending Certain Provisions of the Open Meeting Law, G.L.C. 30A § 20", until March 31, 2025, this meeting will be conducted both in person and virtually via Google Meets.

**To Join via Google Meets: dxk-inbg-fgm**  
**PHONE: 321-529-9594**  
**PIN: 462 138 230#**

The meeting will be recorded by SMAC cable television and broadcast live and may be livestreamed at [www.stoughtontv.org](http://www.stoughtontv.org). A recording of the meeting, transcript, or other comprehensive record of the proceeding will be posted on the Town's website and/or SMAC as soon as possible after the meeting if the live broadcast or livestreaming is unsuccessful. Times are approximate and items may be taken out of order at the Chair's discretion.

1. 7:30 p.m. **OPEN SESSION**  
Call to Order & Pledge of Allegiance
2. 7:35 p.m. Select Board Comments
3. 7:45 p.m. Town Manager Comments
4. 7:55 p.m. Citizens' Comments
5. 8:00 p.m. Water Abatement Application/Request for a Hearing - Anny Bautista  
Bautista, 854 Washington Street (Votes may be taken) Anny Bautista
6. 8:20 p.m. Request for designation of a handicap parking space at 146 Perry Street (Votes may be taken) Orlando Teixeira
7. 8:40 p.m. Climate Action Plan Committee - Interim Recommendations Molly Cochran
8. 9:00 p.m. **Consent Agenda:**
  - a. Approval of Open Session Minutes Meetings of August 20, 2024
  - b. Application for Parade - Holiday Parade of Lights on December 14, 2024 - Stoughton Recreation Dept.

**SELECT BOARD MEETING**  
**TUESDAY, August 20, 2024 - 7:00 p.m.**  
**The GREAT HALL, 10 Pearl St., 3rd Floor**  
**STOUGHTON, MA 02072**  
**& VIRTUALLY via GOOGLE MEETS**

RECEIVED  
TOWN CLERK'S OFFICE  
2024 AUG 15 P 3:13

OFFICE OF  
THE TOWN CLERK

In accordance with Chapter 2 of the Acts of 2023, which extends the Governor's March 12, 2020 "Order Suspending Certain Provisions of the Open Meeting Law, G.L.C. 30A § 20", until March 31, 2025, this meeting will be conducted both in person and virtually via Google Meets.

**To Join via Google Meets: vwe-ecdd-pbd**  
**PHONE: 515-518-6694**  
**PIN: 950 870 704#**

The meeting will be recorded by SMAC cable television and broadcast live and may be livestreamed at [www.stoughtontv.org](http://www.stoughtontv.org). A recording of the meeting, transcript, or other comprehensive record of the proceeding will be posted on the Town's website and/or SMAC as soon as possible after the meeting if the live broadcast or livestreaming is unsuccessful. Times are approximate and items may be taken out of order at the Chair's discretion.

1. 7:00 p.m. **OPEN SESSION**  
Call to Order & Pledge of Allegiance
2. 7:05 p.m. Select Board Comments
3. 7:15 p.m. Town Manager Comments
4. 7:25 p.m. Citizens' Comments
5. 7:30 p.m. To consider and discuss authorizing the Town of Avon to connect to the Town of Stoughton's existing wastewater infrastructure (Votes may be taken) Marc Tisdelle  
Town Engineer
6. 7:50 p.m. Request for designation of a handicap parking space at 146 Perry Street (Votes may be taken) Orlando  
Teixeira
7. 8:00 p.m. **Public Hearings:**
  - a. Application for a Transfer of Stocks - Omsahi Inc. dba Pinecrest Convenience, 450 Pearl Street Atty. Thomas  
Truax
  - b. Application for a Common Victualler License - Mamour, LLC dba Zachary Breakfast & Punch, 1778 Washington Street Hicham Alaoui

- c. Application for 2 Consecutive 1-Day Alcoholic Beverage License - Our Lady of Fatima Feast/Immaculate Conception Church, 122 Canton Street; on September 6 and 7, 2024

Joseph Baeta

8. 8:40 p.m. Consent Agenda:
  - a. Approval of Open Session Minutes Meetings of July 16, 2024 and August 6, 2024
  - b. Application for a Parade - Our Lady of Fatima Committee, on September 8, 2024
  - c. Faxon Park Permit Application - Redeemed Christian Church of God, on September 7, 2024
  - d. Lease agreement between the Town of Stoughton and Stoughton Youth Athletic Club, Inc. (STOYAC)
9. 8:50 p.m. To discuss parade policy regarding the use of water



# TOWN OF STOUGHTON

## SELECT BOARD

10 Pearl Street – Stoughton, MA 02072 (781) 341-1300 Fax (781) 297-2879

### **SOUTH SCHOOL WORKING GROUP MEETING**

**MONDAY, August 19, 2024**

**5:30 p.m. – 7:00 p.m.**

**Stoughton Town Hall, 10 Pearl St., 3<sup>rd</sup> floor**

**Yaitanes Conference Room**

While this event is not a regular or special meeting of the Select Board, the purpose of this posting is to make known to all that a quorum of the Select Board *may* be present and/or may participate in a discussion of the above subject matter.

**SELECT BOARD MEETING**  
**TUESDAY, August 6, 2024 - 7:00 p.m.**  
**The GREAT HALL, 10 Pearl St., 3rd Floor**  
**STOUGHTON, MA 02072**  
**& VIRTUALLY via GOOGLE MEETS**

RECEIVED  
STOUGHTON, MASS.  
2024 AUG -1 P 3: 26  
OFFICE OF  
THE TOWN CLERK

In accordance with Chapter 2 of the Acts of 2023, which extends the Governor's March 12, 2020 "Order Suspending Certain Provisions of the Open Meeting Law, G.L.C. 30A § 20", until March 31, 2025, this meeting will be conducted both in person and virtually via Google Meets.

**To Join via Google Meets: oot-mhbx-ruv**  
**PHONE: 401-592-7222**  
**PIN: 359 329 010#**

The meeting will be recorded by SMAC cable television and broadcast live and may be livestreamed at [www.stoughtontv.org](http://www.stoughtontv.org). A recording of the meeting, transcript, or other comprehensive record of the proceeding will be posted on the Town's website and/or SMAC as soon as possible after the meeting if the live broadcast or livestreaming is unsuccessful. Times are approximate and items may be taken out of order at the Chair's discretion.

1. 7:00 p.m. **OPEN SESSION**  
Call to Order & Pledge of Allegiance
2. 7:05 p.m. Select Board Comments
3. 7:15 p.m. Town Manager Comments
4. 7:25 p.m. Citizens' Comments
5. 7:30 p.m. Swearing-in ceremony of Officers  
- Ryan Flanagan, Police Sergeant  
- Robert Genereux, Police Officer  
- Khang Lam, Police Officer  
Donna  
McNamara  
Police Chief
6. 7:40 p.m. To establish special account for Public Safety Wellness  
Program donations (Votes may be taken)  
Bryan Mokrisky  
Public Safety  
Wellness  
Coordinator
7. 7:50 p.m. To authorize the operational assessment of DOR/DHS on  
the Treasurer/Collector's Office  
Elizabeth  
Zaleski  
Finance Director

8. 8:00 p.m. **Public Hearings:**
- a. Application for Change of Ownership and Change of Manager - Sugarloaf Hospitality, LLC dba TGI Friday's, 2 Hawes Way
  - b. National Grid and Verizon New England, Inc. joint pole petition - Project #27359884 Canton St.
- Atty. Albert DeNapoli  
Muhammad Jamous
9. 8:20 p.m. Discussion of Open Meeting Law Complaint received on July 16, 2024, filed by Patrick Higgins & Associates and response thereto (Votes may be taken)
10. 8:30 p.m. **Consent Agenda:**
- a. Approval of Open Session Minutes Meetings of July 16, 2024
  - b. Application for License for a Non-Alcoholic Brazilian Feast on August 31, 2024 at the Immaculate Conception Church, 122 Canton St.
  - c. Approval of Warrant for State Primary
  - d. Electronic Billboard Request for Use Application To congratulate Stoughton olympic medalist Fredrick Richards
11. 8:40 p.m. Renewal of authorization of single signatory for the warrant under M.G.L. 41; 52
- Elizabeth Zaleski  
Finance Director
12. 8:50 p.m. To consider and discuss event proposal in recognition of olympic medalist Frederick Richards (Votes may be taken)

RECEIVED  
STOUGHTON, MASS.

RECEIVED  
STOUGHTON, MASS.

**SELECT BOARD MEETING**  
**AMENDED AGENDA - Originally posted on July 11, 2024 @ 4:21 p.m.**  
**TUESDAY, July 16, 2024 - 7:00 p.m.**  
**OFFICE OF THE TOWN CLERK**  
**THE GREAT HALL, 10 Pearl St., 3rd Floor**  
**STOUGHTON, MA 02072**  
**& VIRTUALLY via GOOGLE MEETS**

2024 JUL 15 P 3:53

OFFICE OF  
THE TOWN CLERK

In accordance with Chapter 2 of the Acts of 2023, which extends the Governor's March 12, 2020 "Order Suspending Certain Provisions of the Open Meeting Law, G.L.C. 30A § 20", until March 31, 2025, this meeting will be conducted both in person and virtually via Google Meets.

**To Join via Google Meets: hvb-nadi-gmy**  
**PHONE: 971-915-3832**  
**PIN: 490 962 093#**

The meeting will be recorded by SMAC cable television and broadcast live and may be livestreamed at [www.stoughtontv.org](http://www.stoughtontv.org). A recording of the meeting, transcript, or other comprehensive record of the proceeding will be posted on the Town's website and/or SMAC as soon as possible after the meeting if the live broadcast or livestreaming is unsuccessful. Times are approximate and items may be taken out of order at the Chair's discretion.

- 1. 7:00 p.m. **OPEN SESSION**  
Call to Order & Pledge of Allegiance
- 2. 7:05 p.m. Select Board Comments
- 3. 7:15 p.m. Town Manager Comments
- 4. 7:25 p.m. Citizens' Comments
- 5. 7:30 p.m. Continuation of Public Hearing of June 4, 2024:
  - a. Pursuant to G.L.c.140, §157, to hear and consider a nuisance dog complaint, dated March 12, 2024, filed by the Stoughton Animal Control Officer concerning two dogs harbored at 44 Atherton Street and owned by Joshua Holbrook (Votes may be taken) Michelle Carlos  
Stoughton  
Animal Control  
Officer
- 6. 8:00 p.m. Public Hearings:
  - a. Entertainment License Application - Dulamaj Ventures, LLC dba Toffee Social Bar & Lounge, 10 Wyman St. Alanna  
Alexander
  - b. Application for a Common Victualler License - Imperial Picanha, LLC, 811 Washington St. Wellington  
Oliveira

c. National Grid and Verizon New England, Inc. joint pole petition - Project #30799245

Muhammad Jamous

7. 8:40 p.m. To consider an appointment of Interim Town Clerk (Votes may be taken)
8. 8:50 p.m. Consent Agenda:
- a. Approval of Open Session Minutes Meetings of July 3, 2024
  - b. Acceptance of donation from Copeland Family Foundation, Inc. for Stoughton Animal Control Department
  - c. Building Department, Weights & Measures and Licensing Fee Changes
  - d. Application for a Block Party with Road Closure on Malcolm Road on Aust 11, 2024 - Delsye Mason
9. 9:00 p.m. **\*\* Executive Session:**  
Pursuant to Open Meeting Law (Chapter 30A Section 21 (a)(3)) - To discuss strategy with respect to collective bargaining if an open meeting may have detrimental effect on the bargaining or litigating position of the public body and the chair so declares
9. 9:00 p.m. **\*\* Added:**  
Executive Session:  
Pursuant to Open Meeting Law (Chapter 30A Section 21 (a)(3)) - To discuss strategy with respect to collective bargaining if an open meeting may have detrimental effect on the bargaining or litigating position of the public body and the chair so declares

**SELECT BOARD MEETING**  
**WEDNESDAY, July 3, 2024 - 7:00 p.m.**  
**The GREAT HALL, 10 Pearl St., 3rd Floor**  
**STOUGHTON, MA 02072**  
**& VIRTUALLY via GOOGLE MEETS**

RECEIVED  
STOUGHTON, MASS.

2024 JUL -1 P 1:38

OFFICE OF  
THE TOWN CLERK

In accordance with Chapter 2 of the Acts of 2023, which extends the Governor's March 12, 2020 "Order Suspending Certain Provisions of the Open Meeting Law, G.L.C. 30A § 20", until March 31, 2025, this meeting will be conducted both in person and virtually via Google Meets.

**To Join via Google Meets: rjx-resv-fae**  
**PHONE: 260-218-1786**  
**PIN: 725 081 228#**

The meeting will be recorded by SMAC cable television and broadcast live and may be livestreamed at [www.stoughtontv.org](http://www.stoughtontv.org). A recording of the meeting, transcript, or other comprehensive record of the proceeding will be posted on the Town's website and/or SMAC as soon as possible after the meeting if the live broadcast or livestreaming is unsuccessful. Times are approximate and items may be taken out of order at the Chair's discretion.

1. 7:00 p.m. **OPEN SESSION**  
**Call to Order & Pledge of Allegiance**
  
2. 7:05 p.m. **Executive Session:**
  - a. Executive session pursuant to Open Meeting Law (Chapter 30A Section 21 (a)(2)) - To conduct strategy sessions in preparations for negotiations with nonunion personnel and contract negotiations with nonunion personnel - Town Manager
  - b. Executive session pursuant to Open Meeting Law (Chapter 30A Section 21 (a)(2)) - To conduct strategy sessions in preparations for negotiations with nonunion personnel and contract negotiations with nonunion personnel - Town Clerk
  - c. Request for Appropriation Transfer between or Within Departments:
    - From Dispatch Salary to Buyout per personnel agreement
  - d. Approval of executive session minutes meeting of June 4, 2024
  
3. 7:30 p.m. **Select Board Comments**

4. 7:40 p.m. Town Manager Comments
5. 7:50 p.m. Citizens' Comments
6. 8:00 p.m. **Public Hearing:**  
 a. Application for a Common Victualler License - Minh Quan Boba Inc. dba Banh Mi Boba & Me, 830 Washington Street My Nguyen
7. 8:20 p.m. Approval of Massachusetts Water Resources Authority (MWRA) I&I Local Financial Assistance Program loan Paula Nute  
Treasurer
8. 8:30 p.m. Request for Appropriation Transfers Elizabeth Zaleski  
Finance Director
- From Dispatch Salary to the Select Board
  - From Civilian Dispatch to Town Council
  - From Dispatch Salary to Assessing Office Equipment
  - From Dispatch Salary to IT-Other Expense
  - From Dispatch Salary to Animal Control Salary
  - From Dispatch salary to HR-Office Supplies
  - From Dispatch Salary to Town Manager Salaries
9. 8:40 p.m. Request for Stewardship - 3 lots located off Brickel Road, Duncan Road and Shirley Road Gerry McDonald  
Conservation Commission
10. 8:50 p.m. **Town Boards and Committees Appointments:**  
**Brockton Area Transit - One Vacancy 3-Year Term**  
 Joseph Mokrisky
- Cultural Council - Three Vacancies 1-Year Terms**  
 Brian Butler  
 Delores Staton
- Planning Board - One Vacancy 5-Year Term**  
 Emiel Barbosa  
 \*Paul Beliveau  
 Emily Levine  
 Jay Mallen
- Zoning Board of Appeals - One Vacancy 5-Year Term and One Vacancy 2-year Term**  
 Emiel Barbosa  
 \*Gary Ilacqua

11. 9:15 p.m.

Consent Agenda:

- a. Approval of Open Session Minutes Meetings of June 4, 2024 and June 18, 2024
- b. Reaffirm appointments:
  - Brian Butler 2-year term on the Council on Aging
  - Pamela McCarthy 3-year term on the Metropolitan Area Planning Council (MAPC)
  - Jay Mallen 3-year term on the Open Space Committee
  - Jay Mallen 1-year term as Alternate on the Zoning Board of Appeals
- c. Application for a Road Race or Parade - Be Inspired Together Inc. on October 20, 2024
- d. Purchase and Sale Agreement of property off Benson Road
- e. Application for a Road Race or Parade - Stoughton Recreation Dept. on Stoughton Day September 28, 2024
- f. First Amendment to Employment Agreement between the Town of Stoughton and the Town Manager

\* Indicates Incumbents

RECEIVED  
STOUGHTON, MASS.

**SELECT BOARD MEETING**  
**Jt with the Stoughton Redevelopment Authority**  
**TUESDAY, June 18, 2024 - 7:00 p.m.**  
**The GREAT HALL, 10 Pearl St., 3rd Floor**  
**STOUGHTON, MA 02072**  
**& VIRTUALLY via GOOGLE MEETS**

2024 JUN 13 P 2:22  
OFFICE OF  
THE TOWN CLERK

In accordance with Chapter 2 of the Acts of 2023, which extends the Governor's March 12, 2020 "Order Suspending Certain Provisions of the Open Meeting Law, G.L.C. 30A § 20", until March 31, 2025, this meeting will be conducted both in person and virtually via Google Meets.

**To Join via Google Meets: bwc-mqzi-jbx**  
**PHONE: 402-713-0378**  
**PIN: 143 776 483#**

The meeting will be recorded by SMAC cable television and broadcast live and may be livestreamed at [www.stoughtontv.org](http://www.stoughtontv.org). A recording of the meeting, transcript, or other comprehensive record of the proceeding will be posted on the Town's website and/or SMAC as soon as possible after the meeting if the live broadcast or livestreaming is unsuccessful. Times are approximate and items may be taken out of order at the Chair's discretion.

1. 7:00 p.m. **OPEN SESSION**  
Call to Order & Pledge of Allegiance
2. 7:05 p.m. Select Board Comments
3. 7:15 p.m. Town Manager Comments
4. 7:25 p.m. Citizens' Comments
5. 7:30 p.m. Interview for Appointment to the Stoughton Redevelopment Authority
  - Lisa Lyons
6. 8:00 p.m. **Public Hearings:**
  - a. Application for a Common Victualler License - KPA Restaurant & Sports Grill Inc., 756 Washington Street Kelly  
Francois
  - b. Applications for a Common Victualler License, an Entertainment License, an Amusement License and an Amendment to an All Alcohol License (Change of James Kelly

Location) - Michael Romanuk Post 1645 VFW Inc. now  
located at 14 Seaver Street

7. 8:30 p.m. **Town Boards and Committees Appointments:**  
**Board of Assessors - One Vacancy 3-Year Term**  
\*Janet Teal

**Brockton Area Transit - One Vacancy 3-Year Term**  
No applicants

**Commission on Disabilities - One Vacancy 2-Year Term and  
Two Vacancies 3-Year Terms**  
Forrest Lindwall  
\*Ann Maderer  
\*Cristiana Odunze

**Community Preservation Committee - One Vacancy 3-Year  
Term**  
\*Michael Barrett

**Constables - Seven Vacancies 3-Year Terms**  
Nicolas Joseph

**Council on Aging - Two Vacancies 3-Year Terms**  
Brian Butler  
\*Jane Desberg  
Joseph Taylor  
\*Maryann Walsh

**Cultural Council - Five Vacancies 1-Year Terms and One  
Vacancy 3-Year Term**  
Dianne Shemtov  
Teresa Tapper  
Martin West

**Energy & Sustainability Committee - Two Vacancies 3-Year  
Terms**  
\*Tamisha Civil  
\*Molly Cochran

**Library Trustees - Two Vacancies 3-Year Terms**  
\*Harvey Levensohn  
\*Margaret Sewcyk  
Martin West

**Metropolitan Area Planning Council (MAPC) - One Vacancy  
3-Year Term**  
Stan Zoll

**Open Space Committee - One Vacancy 2-Year Term and  
Four Vacancies 3-Year Terms**  
\*Juan Fox  
\*John Perry

**Planning Board - One Vacancy 5-Year Term**  
Emiel Barbosa  
\*Paul Beliveau  
Jay Mallen

**Stoughton Equal Opportunity Committee - Three Vacancies  
3-Year Terms**  
\* Tamisha Civil  
Cristiana Odunze

**Stoughton Media Access Corp. (SMAC) - Two Vacancies 2-  
Year Terms**  
\*Stephen Bates  
\*Bob Mullen  
Terry Schneider

**Zoning Board of Appeals - One Vacancy 5-Year Terms**  
\*Gary Ilacqua  
Emiel Barbosa  
(Daniel Pessia resigned after the ad was published. This term  
expires June 2026)

**Zoning Board of Appeals - Alternate - Five Vacancies 1-Year  
Terms**  
No applicants

8. 9:15 p.m. **Consent Agenda:**
- a. Approval of Open Session Minutes Meetings of June 4, 2024
  - b. Authorization to extend Sunset Clause
  - c. Code of Conduct and Ethics Acknowledgement Form
  - d. Christ the Rock Church street signs request
9. 9:25 p.m. Request to add the following to the Town Manager's 2024/2025 goals: Oversee the delivery of a Property Master Plan by Hebrew Senior Life

Louis Gitto

9. 9:35 p.m. Executive Session:

- a. Executive session pursuant to Open Meeting Law (Chapter 30A Section 21 (a)(2)) - To conduct strategy sessions in preparations for negotiations with nonunion personnel and contract negotiations with nonunion personnel - Town Manager
- b. Approval of executive session minutes meeting of June 4, 2024

\* Indicates Incumbents

**SELECT BOARD MEETING**  
**TUESDAY, June 4, 2024 - 6:30 p.m.**  
**The GREAT HALL, 10 Pearl St., 3rd Floor**  
**STOUGHTON, MA 02072**  
**& VIRTUALLY via GOOGLE MEETS**

RECEIVED  
STOUGHTON, MA  
2024 MAY 30 P 3:58  
OFFICE OF  
THE TOWN CLERK

In accordance with Chapter 2 of the Acts of 2023, which extends the Governor's March 12, 2020 "Order Suspending Certain Provisions of the Open Meeting Law, G.L.C. 30A § 20", until March 31, 2025, this meeting will be conducted both in person and virtually via Google Meets.

**To Join via Google Meets: jk0-twcm-ztw**  
**PHONE: 470-222-6948**  
**PIN: 685 186 112#**

The meeting will be recorded by SMAC cable television and broadcast live and may be livestreamed at [www.stoughtontv.org](http://www.stoughtontv.org). A recording of the meeting, transcript, or other comprehensive record of the proceeding will be posted on the Town's website and/or SMAC as soon as possible after the meeting if the live broadcast or livestreaming is unsuccessful. Times are approximate and items may be taken out of order at the Chair's discretion.

1. 6:30 p.m. **OPEN SESSION**  
Call to Order & Pledge of Allegiance
2. 6:35 p.m. FY23 Audit Review Presentation  
Todd Jurczyk  
Powers &  
Sullivan LLC
3. 7:15 p.m. Introduction of new Police Officers:
  - Curtis Burris
  - Daisy Guzman
  - Khang Lam
  - Deion Dos Santos
  - Ashley Westover
4. 7:30 p.m. **Public Hearing:**
  - a. Pursuant to G.L.c.140, §157, to hear and consider a nuisance dog complaint, dated March 12, 2024, filed by the Stoughton Animal Control Officer concerning two dogs harbored at 44 Atherton Street and owned by Joshua Holbrook (Votes may be taken)  
Michelle Carlos  
Stoughton  
Animal Control  
Officer

- 5. 7:50 p.m. Consent Agenda:
  - a. Approval of Open Session Minutes Meeting of May 21, 2024
  - b. Addendum #1 to the Code of Conduct and Ethics
  - c. Application from the Holy Ghost Society of Azores for a 1-Day All Alcoholic Beverage License on July 20, 2024 at St. John's Filarmonica Society, 845 Washington Street
  - d. Application for Road Race or Parade on July 21, 2024 - Holy Ghost Society of Azores, 369 Pearl Street
  
- 6. 8:00 p.m. Request for Stewardship of three open space lots: Assessors Map 64, Parcel 60; Map 64, Parcel 29 and Map 64, Parcel 28 (Votes may be taken) Gerald McDonald  
Conservation Commission
  
- 7. 8:10 p.m. To discuss and consider installation of parking area and emergency access gate on Ryan Road (Votes may be taken) Gerald McDonald  
Conservation Commission
  
- 8. 8:20 p.m. Change of Legal Counsel from KP Law, P.C. to Mead, Talerman & Costa, LLC (Votes may be taken)
  
- 9. 8:30 p.m. Town Manager Mid-Year Review
  
- 10. 8:45 p.m. Executive Session:
  - a. Executive session pursuant to Open Meeting Law (Chapter 30A Section 21 (a)(2)) - To conduct strategy sessions in preparations for negotiations with nonunion personnel and contract negotiations with nonunion personnel - Town Manager
  - b. Approval of executive session minutes meeting of May 21, 2024

RECEIVED  
STOUGHTON, MASS

2024 MAY 16 P 5:51

**SELECT BOARD MEETING  
TUESDAY, May 21, 2024 - 7:00 p.m.  
The GREAT HALL, 10 Pearl St., 3rd Floor  
STOUGHTON, MA 02072  
& VIRTUALLY via GOOGLE MEETS**

OFFICE OF  
THE TOWN CLERK

In accordance with Chapter 2 of the Acts of 2023, which extends the Governor's March 12, 2020 "Order Suspending Certain Provisions of the Open Meeting Law, G.L.C. 30A § 20", until March 31, 2025, this meeting will be conducted both in person and virtually via Google Meets.

**To Join via Google Meets: cmm-xmzg-muv  
PHONE: 240-766-5911  
PIN: 292 265 134#**

The meeting will be recorded by SMAC cable television and broadcast live and may be livestreamed at [www.stoughtontv.org](http://www.stoughtontv.org). A recording of the meeting, transcript, or other comprehensive record of the proceeding will be posted on the Town's website and/or SMAC as soon as possible after the meeting if the live broadcast or livestreaming is unsuccessful. Times are approximate and items may be taken out of order at the Chair's discretion.

1. 7:00 p.m. **OPEN SESSION**  
Call to Order & Pledge of Allegiance
2. 7:05 p.m. Select Board Comments
3. 7:15 p.m. Town Manager Comments
4. 7:25 p.m. Citizens' Comments
5. 7:30 p.m. Continuance of Public Hearing from 04/23/2024:  
Renewal Cable License for Verizon New England
6. 7:50 p.m. Consent Agenda:
  - a. Approval of Open Session Minutes Meetings of May 7, 2024
  - b. Application for 1-Day Alcoholic Beverage License - June 1, 2024 - Club Luis de Camoes, 76 Porter St.
  - c. Application for a Road Race or Parade - June 2, 2024 - Club Luis de Camoes, 76 Porter St.
  - d. Application for 1-Day Alcoholic Beverage License with Entertainment - June 9, 2024 - Ahavath Torah Congregation, 1179 Central St.
  - e. Application for Use of Electronic Billboard for

Atty. William  
Solomon

- f. the June 11, 2024 ballot election  
Approval of Warrant for Special Local Election for the June 11, 2024 Ballot Question
  - g. Approval of In-person Early Voting for the June 11, 2024 Election
  - h. Acceptance of \$300.00 donation from VFC Healthcare Solutions for the Juneteenth event
  - i. Acceptance of \$600.00 donation from Toffee Social Bar & Lounge for the Juneteenth event
7. 8:00 p.m. Town Manager Mid-Year Review
8. 8:15 p.m. Change of Legal Counsel from KP Law, P.C. to Mead Talerman & Costa LLC
9. 8:25 p.m. **Executive Session:**  
A. Executive Session pursuant to Open Meeting Law (Chapter 30A Section 21 (a)(2)) – To conduct strategy sessions in preparation for contract negotiations with non-union personnel – Town Manager  
B. Approval of Executive Session Minutes Meeting of April 10, 2024

**SELECT BOARD MEETING**  
**AMENDED AGENDA - Originally posted on May 2, 2024**  
**TUESDAY, May 7, 2024 - 7:00 p.m.**  
**The GREAT HALL, 10 Pearl St., 3rd Floor**  
**STOUGHTON, MA 02072**  
**& VIRTUALLY via GOOGLE MEETS**

RECEIVED  
STOUGHTON, MASS.  
3:38 p.m.  
2024 MAY 7 P 2:26  
OFFICE OF  
THE TOWN CLERK

In accordance with Chapter 2 of the Acts of 2023, which extends the Governor's March 12, 2020 "Order Suspending Certain Provisions of the Open Meeting Law, G.L.C. 30A § 20", until March 31, 2025, this meeting will be conducted both in person and virtually via Google Meets.

**To Join via Google Meets: gjc-qdwm-wnw**  
**PHONE: 304-900-3808**  
**PIN: 904 084 428#**

The meeting will be recorded by SMAC cable television and broadcast live and may be livestreamed at [www.stoughtontv.org](http://www.stoughtontv.org). A recording of the meeting, transcript, or other comprehensive record of the proceeding will be posted on the Town's website and/or SMAC as soon as possible after the meeting if the live broadcast or livestreaming is unsuccessful. Times are approximate and items may be taken out of order at the Chair's discretion.

1. 7:00 p.m. **OPEN SESSION**  
Call to Order & Pledge of Allegiance
2. 7:05 p.m. Select Board Comments
3. 7:15 p.m. Town Manager Comments
4. 7:25 p.m. Citizens' Comments
5. 7:30 p.m. Continuance of Public Hearing from 04/23/2024:  
Renewal Cable License for Verizon New England Atty. William Soloman
6. Public Hearing(s) a., b., c., d. e. and f.:
  - 6.a. 7:50 p.m. a. National Grid and Verizon New England, Inc. joint pole petition - Project #30861104 West Street Rummah Himat
  - 6.b. 8:00 p.m. b. National Grid and Verizon New England, Inc. joint pole petition - Project #30900087 Tosca Drive
  - 6.c. 8:10 p.m. c. National Grid and Verizon New England, Inc. joint pole petition - Project #27359884 Central Street
  - 6.d. 8:20 p.m. d. National Grid and Verizon New England, Inc. joint pole petition - Project #27359884 Canton Street

- 6.e. 8:30 p.m. e. National Grid and Verizon New England, Inc. joint pole petition - Project #27359884 Tosca Drive
- 6.f. 8:40 p.m. f. National Grid and Verizon New England, Inc. joint pole petition - Project #27359884 Central Street
7. 8:50 p.m. Waiver Request under Section XXXI of the Town of Stoughton Select Board Alcoholic Beverage Licensing Regulations - The Kanvis Events LLC, 603 Washington St. (Votes may be taken) Isaac Remy
8. 9:05 p.m. Application for a Trailblazer Sign at the Intersection of Central Street and Route 128 - D.E. Foods, LLC dba Kentucky Fried Chicken, 265 Washington Street (Votes may be taken) Karen DeLuca Representative
9. 9:15 p.m. **Consent Agenda:**
- a. Approval of Open Session Minutes Meeting of April 23, 2024 and April 24, 2024
  - b. Application for 1-Day Alcoholic Beverage License - June 1, 2024 - First Parish Stoughton, 790 Washington St.
  - c. Acceptance of \$213,586 donation from the Stanton Foundation for the Capen-Reynolds Dog Park
  - d. Acceptance of donation up to \$30,000 from the Stoughton Conservation Commission - Capen-Reynolds Endowment Fund - for the Capen-Reynolds Dog Park and Community Garden
  - e. Agreement between the Town of Stoughton and the Local 1512 International Association of Firefighters
10. 9:25 p.m. \*\* To consider a written letter of support for the Stoughton Police Department and Public Health/VNA (Votes may be taken)

**\*\* Added:**

To consider a written letter of support for the Stoughton Police Department and Public Health/VNA (Votes may be taken)



# TOWN OF STOUGHTON

## SELECT BOARD

10 Pearl Street – Stoughton, MA 02072 (781) 341-1300 Fax (781) 297-2879

**DEBT CAPACITY INFORMATION SESSION**  
**TUESDAY, April 30, 2024 - 7:00 p.m.**  
**The GREAT HALL, 10 Pearl St., 3rd Floor**  
**STOUGHTON, MA 02072**  
**& VIRTUALLY via GOOGLE MEETS**

**To Join via Google Meets: [meet.google.com/tns-esfz-zyx](https://meet.google.com/tns-esfz-zyx)**

**Phone: 513-816-1246**

**PIN: 616 914 525#**

The session will be recorded by SMAC cable television and broadcast live and may be livestreamed at [www.stoughtonty.org](http://www.stoughtonty.org). A recording of the session, transcript, or other comprehensive record of the proceeding will be posted on the Town's website and/or SMAC as soon as possible after the session if the live broadcast or livestreaming is unsuccessful.

A quorum of the Select Board may be present.



# TOWN OF STOUGHTON

## SELECT BOARD

10 Pearl Street – Stoughton, MA 02072 (781) 341-1300 Fax (781) 297-2879

**DOWNTOWN HOUSING BRIEFING**  
**WEDNESDAY, April 24, 2024 - 6:00 p.m.**  
**The GREAT HALL, 10 Pearl St., 3rd Floor**  
**STOUGHTON, MA 02072**  
**& VIRTUALLY via GOOGLE MEETS**

**To Join via Google Meets: [meet.google.com/zgf-ejxw-jdy](https://meet.google.com/zgf-ejxw-jdy)**

**Phone: 435-990-5253**

**PIN: 800 998 190#**

The session will be recorded by SMAC cable television and broadcast live and may be livestreamed at [www.stoughtontv.org](http://www.stoughtontv.org). A recording of the session, transcript, or other comprehensive record of the proceeding will be posted on the Town's website and/or SMAC as soon as possible after the session if the live broadcast or livestreaming is unsuccessful.

A quorum of the Select Board may be present.

**SELECT BOARD MEETING**  
**WEDNESDAY, April 24, 2024 - 8:30 p.m.**  
**The GREAT HALL, 10 Pearl St., 3rd Floor**  
**STOUGHTON, MA 02072**  
**& VIRTUALLY via GOOGLE MEETS**

RECEIVED  
8733  
2024 APR 22 P 3:20  
OFFICE OF  
THE TOWN CLERK

In accordance with Chapter 2 of the Acts of 2023, which extends the Governor's March 12, 2020 "Order Suspending Certain Provisions of the Open Meeting Law, G.L.C. 30A § 20", until March 31, 2025, this meeting will be conducted both in person and virtually via Google Meets.

**To Join via Google Meets: fwg-bqwk-fxu**  
**PHONE: 915-519-4499**  
**PIN: 121 103 311#**

The meeting will be recorded by SMAC cable television and broadcast live and may be livestreamed at [www.stoughtontv.org](http://www.stoughtontv.org). A recording of the meeting, transcript, or other comprehensive record of the proceeding will be posted on the Town's website and/or SMAC as soon as possible after the meeting if the live broadcast or livestreaming is unsuccessful. Times are approximate and items may be taken out of order at the Chair's discretion.

1. 8:30 p.m. **OPEN SESSION**  
Call to Order & Pledge of Allegiance
2. Continuance of Public Hearing(s) a. and b. from 04/23/2024:
  - 2.a. 8:35 p.m. a. Amendment (Change of Hours) to Common Victualler, All Alcohol, Entertainment License Application - La Stalla Osteria & Bar, 559 Washington St. Fred Rudnicki
  - 2.b. 8:45 p.m. b. Application for a Common Victualler License - Super Slice Management, LLC d/b/a Piezoni's, 1261 Park St. Joseph Verdoia
3. 9:00 p.m. Application for a 1-Day Alcoholic Beverage License - May 5, 2024 - Basiko, LLC, 837 Washington St. Osman Sully
4. 9:10 p.m. Old Colony Elder Services (OCES) Board of Directors nomination (Votes may be taken) Ellen Lash (incumbent)
5. 9:15 p.m. Page Street Discontinuance Amendment Marc Tisdelle  
Town Engineer

6. 9:25 p.m. Consent Agenda:

- a. Approval of Open Session Minutes Meeting of March 19, 2024, March 27, 2024 and April 10, 2024
- b. Road Race Application - July 4th Parade - Stoughton Recreation Department
- c. Road Race Application - June 23, 2024 - St. John's Filarmonica Society, 845 Washington St.
- d. Application for 1-Day Alcoholic Beverage License - June 22, 2024 - St. John's Filarmonica Society, 845 Washington St.
- e. Electronic Billboard Request for Use Application - Stoughton Equal Opportunity Committee

RECEIVED

SELECT BOARD MEETING  
TUESDAY, April 23, 2024 - 7:30 p.m.  
VIRTUALLY via GOOGLE MEETS

OFFICE OF

In accordance with Chapter 2 of the Acts of 2023, which extends the Governor's March 12, 2020 "Order Suspending Certain Provisions of the Open Meeting Law, G.L.C. 30A § 20", until March 31, 2025, this meeting will be conducted virtually via Google Meets.

To Join via Google Meets: **jmd-ryak-yxu**  
**PHONE: 443-461-5609**  
**PIN: 152 351 944#**

The meeting will be recorded by SMAC cable television and broadcast live and may be livestreamed at [www.stoughtontv.org](http://www.stoughtontv.org). A recording of the meeting, transcript, or other comprehensive record of the proceeding will be posted on the Town's website and/or SMAC as soon as possible after the meeting if the live broadcast or livestreaming is unsuccessful. Times are approximate and items may be taken out of order at the Chair's discretion.

1. 7:30 p.m. **OPEN SESSION**

**Call to Order & Pledge of Allegiance**

2. Public Hearing(s) a., b., and c.:

- |                |    |  |                             |
|----------------|----|--|-----------------------------|
| 2.a. 7:30 p.m. | a. | Renewal Cable License for Verizon New England (possible continuance to Wednesday, April 24, 2024 at 8:35 p.m.)   | Atty.<br>William<br>Soloman |
| 2.b. 8:00 p.m. | b. | Amendment (Change of Hours) to Common Victualler, All Alcohol, Entertainment License Application - La Stalla Osteria & Bar, 559 Washington St. (anticipated continuance to Wednesday, April 24, 2024 at 8:55 p.m.) | Fred<br>Rudnicki            |
| 2.c. 8:10 p.m. | c. | Application for a Common Victualler License - Super Slice Management, LLC d/b/a Piezoni's, 1261 Park St. (anticipated continuance to Wednesday, April 24, 2024 at 9:05p.m.)  | Joseph<br>Verdoia           |

Note: The above public hearings were inadvertently scheduled and advertised to take place on the Jewish holiday of Passover. So as to allow all members of the public to participate in these hearings, the Select Board Chair has decided to continue these hearings to Wednesday, April 24th beginning at 8:30p.m. The Tuesday, April 23rd meeting will consist of only the procedural opening and continuing of these hearings. No other public business will be conducted by the Select Board until April 24th.

**SELECT BOARD AGENDA**  
**WEDNESDAY, April 10, 2024 - 6:00 p.m.**  
**The GREAT HALL, 10 Pearl St., 3rd Floor**  
**STOUGHTON, MA 02072**  
**& VIRTUALLY via GOOGLE MEETS**

RECEIVED  
STOUGHTON, MASS  
2024 APR -8 A 11: 21

OFFICE OF  
THE TOWN CLERK

In accordance with Chapter 2 of the Acts of 2023, which extends the Governor's March 12, 2020 "Order Suspending Certain Provisions of the Open Meeting Law, G.L.C. 30A § 20", until March 31, 2025, this meeting will be conducted both in person and virtually via Google Meets.

**To Join via Google Meets: pxx-sdhk-bus**  
**PHONE: 513-970-0892**  
**PIN: 442 630 504#**

The meeting will be recorded by SMAC cable television and broadcast live and may be livestreamed at [www.stoughtontv.org](http://www.stoughtontv.org). A recording of the meeting, transcript, or other comprehensive record of the proceeding will be posted on the Town's website and/or SMAC as soon as possible after the meeting if the live broadcast or livestreaming is unsuccessful. Times are approximate and items may be taken out of order at the Chair's discretion.

1. 6:00 p.m. **OPEN SESSION**  
Call to Order & Pledge of Allegiance
2. 6:05 p.m. Ceremonial Proclamation to honor Deputy Chief Brian Holmes
3. 6:25 p.m. Reorganization of the Board
4. 6:35 p.m. Select Board Comments
5. 6:45 p.m. Town Manager Comments
6. 6:55 p.m. Citizens' Comments
7. 7:00 p.m. Executive Session:
  - a. Approval of Open Session Minutes Meeting of March 26, 2024
  - b. Executive Session pursuant to Open Meeting Law (Chapter 30A Section 21 (a)(2)) - To conduct strategy sessions in preparation for negotiations with nonunion personnel and contract negotiations with nonunion personnel - Town Clerk

**SELECT BOARD AGENDA  
EMERGENCY MEETING  
WEDNESDAY, March 27, 2024 - 5:00 p.m.  
VIRTUALLY via GOOGLE MEETS**

In accordance with Chapter 2 of the Acts of 2023, which extends the Governor's March 12, 2020 "Order Suspending Certain Provisions of the Open Meeting Law, G.L.C. 30A § 20", until March 31, 2025, this meeting will be conducted virtually only.

**To Join via Google Meets: [meet.google.com/rte-oyde-dim](https://meet.google.com/rte-oyde-dim)  
PHONE: 260-227-7310  
PIN: 620 657 024#**

1. 5:00 p.m. **OPEN SESSION**  
Call to Order & Pledge of Allegiance
2. 5:05 p.m. **Executive Session:**  
To discuss and consider delegation of authority over  
Board appointed officials (Votes may be taken)

RECEIVED  
TOWN OF WILMINGTON, MASS  
2024 MAR 27 P 4 24  
OFFICE OF  
THE TOWN CLERK

**SELECT BOARD AGENDA**  
**TUESDAY, March 26, 2024 - 7:00 p.m.**  
**Yaitanes Conference Room, 10 Pearl St., 3rd Floor**  
**STOUGHTON, MA 02072**

RECEIVED  
STOUGHTON, MASS

2024 MAR 21 P 5:30

OFFICE OF  
THE TOWN CLERK

In accordance with Chapter 2 of the Acts of 2023, which extends the Governor's March 12, 2020 "Order Suspending Certain Provisions of the Open Meeting Law, G.L.C. 30A § 20", until March 31, 2025, this meeting will be conducted in person.

1. 7:00 p.m. **OPEN SESSION**  
Call to Order & Pledge of Allegiance
2. 7:05 p.m. Approval of Executive Session Minutes Meeting of  
December 28, 2023
- 3.. 7:10 p.m. **Executive Session:**  
Executive Session pursuant to Open Meeting Law  
(Chapter 30A Section 21 (a)(2)) - To conduct strategy  
sessions in preparation for negotiations with nonunion  
personnel and contract negotiations with nonunion  
personnel - Town Clerk  
(No votes anticipated)

RECEIVED  
STOUGHTON, MASS

2024 MAR 14 P 4:51

OFFICE OF  
THE TOWN CLERK

**SELECT BOARD AGENDA**  
**TUESDAY, March 19, 2024 - 7:00 p.m.**  
**The GREAT HALL, 10 Pearl St., 3rd Floor**  
**STOUGHTON, MA 02072**  
**& VIRTUALLY via GOOGLE MEETS**

In accordance with Chapter 2 of the Acts of 2023, which extends the Governor's March 12, 2020 "Order Suspending Certain Provisions of the Open Meeting Law, G.L.C. 30A § 20", until March 31, 2025, this meeting will be conducted both in person and virtually via Google Meets.

**To Join via Google Meets: hnu-isaw-onn**  
**PHONE: 970-400-1465**  
**PIN: 378 633 807#**

The meeting will be recorded by SMAC cable television and broadcast live and may be livestreamed at [www.stoughtontv.org](http://www.stoughtontv.org). A recording of the meeting, transcript, or other comprehensive record of the proceeding will be posted on the Town's website and/or SMAC as soon as possible after the meeting if the live broadcast or livestreaming is unsuccessful. Times are approximate and items may be taken out of order at the Chair's discretion.

- 1. 7:00 p.m. **OPEN SESSION**  
Call to Order & Pledge of Allegiance
- 2. 7:05 p.m. Swearing in Ceremony of Lt. Nate Derby and Sgt. Tom Tedesco Donna McNamara  
Police Chief
- 3. 7:10 p.m. Swearing in Ceremony of Quill, Therapy Dog Donna McNamara  
Police Chief
- 4. 7:15 p.m. Page St. County discontinuance, acceptance of related easements, indemnification agreement (Votes may be taken) Tom Calter  
Town Manager
- 5. 7:25 p.m. Continuation of Public Hearing:  
Class-II License Application - Platinum Car Sales, LLC,  
1873 Washington Street Matt Rapoza  
Code Enforcement  
Officer and  
Jack Erickson  
Building  
Commissioner
- 6. 7:35 p.m. Department Head Mid-Year Presentations:  
7:40 p.m. - Assessors  
- Cedar Hill

- 7:45 p.m. - Human Resources
- 7:50 p.m. - Information Technology
- 7:55 p.m. - Police/Animal Control
- 8:00 p.m. - Procurement

- |     |           |  |  |
|-----|-----------|--|--|
| 7.  | 8:05 p.m. | Pole Removal Update  | Jack Macomber<br>Asst. Fire Chief            |
| 8.  | 8:20 p.m. | New Elementary School Building Project Presentation  | Tim Bonfatti<br>The Vertex<br>Companies, LLC |
| 9.  | 9:00 p.m. | Lucius Clapp Memorial building contract renewal  | Joseph Mokrisky                              |
| 10. | 9:10 p.m. | Close the Warrant (Votes may be taken)   |  |
| 11. | 9:20 p.m. | <u>Consent Agenda:</u> <ul style="list-style-type: none"> <li>a. Approval of Open Session Minutes Meeting of February 20, 2024, March 5, 2024 and March 12, 2024</li> <li>b. Road Race Application - 12th Narragansett Summer Running Festival on July 14, 2024</li> <li>c. Road Race Application - Memorial Day Parade on May 27, 2024</li> </ul> |  |
| 12. | 9:30 p.m. | To approve a transfer of \$430,000 from the MWRA Capital Infrastructure fund to the Water Enterprise Fund to supplement Fiscal 2025 revenues   | Tom Calter<br>Town Manager                   |

**\*\*AMENDED AGENDA - Originally posted on March 7th 3:39p.m.**

RECEIVED  
TOWN MASS

2024 MAR 11 A 10:07

**SELECT BOARD AGENDA  
TUESDAY, March 12, 2024 - 7:00 p.m.  
VIRTUALLY via GOOGLE MEETS**

OFFICE OF  
THE TOWN CLERK

In accordance with Chapter 2 of the Acts of 2023, which extends the Governor's March 12, 2020 "Order Suspending Certain Provisions of the Open Meeting Law, G.L.C. 30A § 20", until March 31, 2025, this meeting will be conducted virtually via Google Meets.

**To Join via Google Meets: jfj-jjxr-ucb  
PHONE: 929-324-2056  
PIN: 752 428 300#**

The meeting will be recorded by SMAC cable television and broadcast live and may be livestreamed at [www.stoughtontv.org](http://www.stoughtontv.org). A recording of the meeting, transcript, or other comprehensive record of the proceeding will be posted on the Town's website and/or SMAC as soon as possible after the meeting if the live broadcast or livestreaming is unsuccessful. Times are approximate and items may be taken out of order at the Chair's discretion.

1. 7:00 p.m. **OPEN SESSION**  
Call to Order & Pledge of Allegiance
2. 7:05 p.m. To consider calling a Special Town Meeting during the Annual Town Meeting and to open a Special Town Meeting Warrant for same (Votes may be taken) Tom Calter  
Town Manager

**\*\* Amended title**

**Removed: The GREAT HALL, 10 Pearl St., 3rd Floor  
STOUGHTON, MA 02072**

**SELECT BOARD AGENDA**  
**TUESDAY, March 5, 2024 - 7:00 p.m.**  
**The GREAT HALL, 10 Pearl St., 3rd Floor**  
**STOUGHTON, MA 02072**  
**& VIRTUALLY via GOOGLE MEETS**

RECEIVED  
STOUGHTON, MASS  
2024 FEB 29 A 11 18  
OFFICE OF  
THE TOWN CLERK

In accordance with Chapter 2 of the Acts of 2023, which extends the Governor's March 12, 2020 "Order Suspending Certain Provisions of the Open Meeting Law, G.L.C. 30A § 20", until March 31, 2025, this meeting will be conducted both in person and virtually via Google Meets.

**To Join via Google Meets: [meet.google.com/htf-ijhx-vny](https://meet.google.com/htf-ijhx-vny)**  
**PHONE: 662-510-4362**  
**PIN: 292 074 843#**

The meeting will be recorded by SMAC cable television and broadcast live and may be livestreamed at [www.stoughtontv.org](http://www.stoughtontv.org). A recording of the meeting, transcript, or other comprehensive record of the proceeding will be posted on the Town's website and/or SMAC as soon as possible after the meeting if the live broadcast or livestreaming is unsuccessful. Times are approximate and items may be taken out of order at the Chair's discretion.

1. 7:00 p.m. **OPEN SESSION**  
Call to Order & Pledge of Allegiance
2. 7:05 p.m. Department Head Mid-year Presentations:
  - Engineering/Development Services
  - Economic Development
  - Cedar Hill
  - Water/Sewer
3. 8:00 p.m. To establish special account for Hometown Heroes Banner Program donations (Votes may be taken) Sharon Johnson  
Veterans Services
4. 8:10 p.m. To expand a no parking regulation at Campanelli Parkway and Shuman Ave. (Votes may be taken) Sgt. O'Connor
5. 8:25 p.m. Update on Fire Station project Pomroy  
Associates, LLC
6. 8:45 p.m. Hearing:  
Water Abatement Application/Request for a Hearing - R&D  
Landscaping, Inc., 250 Pearl Street (Votes may be taken) Fernando Rego

7. 9:00 p.m. To discuss M.G.L. Ch. 138 § 34 violation - KN, LLC d/b/a Andrade Liquors, 280 Washington Street Joseph Mokrisky
8. 9:15 p.m. Lucius Clapp Memorial building contract renewal Joseph Mokrisky
9. 9:30 p.m. Consent Agenda:
  - a. Approval of Open Session Minutes Meeting of February 6, 2024
  - b. To accept a donation of \$2,000 from American Legion Post 89 for the Hometown Heroes Banner Program

**SELECT BOARD AGENDA**  
**TUESDAY, February 20, 2024 - 7:00 p.m.**  
**The GREAT HALL, 10 Pearl St., 3rd Floor**  
**STOUGHTON, MA 02072**  
**& VIRTUALLY via GOOGLE MEETS**

RECEIVED  
STOUGHTON, MASS  
2024 FEB 15 P 4: 5  
OFFICE OF  
THE TOWN CLERK

In accordance with Chapter 2 of the Acts of 2023, which extends the Governor's March 12, 2020 "Order Suspending Certain Provisions of the Open Meeting Law, G.L.C. 30A § 20", until March 31, 2025, this meeting will be conducted both in person and virtually via Google Meets.

**To Join via Google Meets: [meet.google.com/jtx-duxr-ike](https://meet.google.com/jtx-duxr-ike)**  
**PHONE: 501-939-4034**  
**PIN: 921 030 592#**

The meeting will be recorded by SMAC cable television and broadcast live and may be livestreamed at [www.stoughtontv.org](http://www.stoughtontv.org). A recording of the meeting, transcript, or other comprehensive record of the proceeding will be posted on the Town's website and/or SMAC as soon as possible after the meeting if the live broadcast or livestreaming is unsuccessful. Times are approximate and items may be taken out of order at the Chair's discretion.

1. 7:00 p.m. **OPEN SESSION**  
Call to Order & Pledge of Allegiance
2. 7:05 p.m. Select Board Comments
3. 7:15 p.m. Town Manager Comments
4. 7:25 p.m. Citizens' Comments
5. **Public Hearings:**
  - 7:30 p.m. a. National Grid and Verizon New England Inc. joint pole petition - Project #30851295 Joseph Prah
  - 7:40 p.m. b. Class II License Application - Platinum Car Sales, LLC, 1873 Washington Street Onur Tekin
6. 7:50 p.m. Presentation of Stoughton Reads Together Program Chris McGhee  
Library Director
7. 8:00 p.m. Hometown Heroes Program update Sharon Johnson  
Veterans Services

8. 8:10 p.m. Update on Fire Station project

Pomroy  
Associates, LLC

9. 8:40 p.m. Town Manager's FY24 Objectives update

Tom Calter  
Town Manager

10. 9:00 p.m. Policy regarding use of Town Flag Pole - revised (Votes may be taken)

11. 9:10 p.m. Consent Agenda:

- a. Approval of Open Session Minutes Meeting of January 16, 2024
- b. Road Race or Parade Application - Stoughton Youth Baseball - April 20, 2024
- c. Approval of Warrant for Presidential Preference Primaries

**SELECT BOARD AGENDA**  
**JOINT WITH THE STOUGHTON REDEVELOPMENT AUTHORITY**

**TUESDAY, February 6, 2024 - 7:00 p.m.**  
**The GREAT HALL, 10 Pearl St., 3rd Floor**  
**STOUGHTON, MA 02072**  
**& VIRTUALLY via GOOGLE MEETS**

RECEIVED  
STOUGHTON, MASS  
2024 FEB - 1 P 1:39  
OFFICE OF  
THE TOWN CLERK

In accordance with Chapter 2 of the Acts of 2023, which extends the Governor's March 12, 2020 "Order Suspending Certain Provisions of the Open Meeting Law, G.L.C. 30A § 20", until March 31, 2025, this meeting will be conducted both in person and virtually via Google Meets.

**To Join via Google Meets: [meet.google.com/usr-wibz-odi](https://meet.google.com/usr-wibz-odi)**  
**PHONE: 570-415-1222**  
**PIN: 724 813 202#**

The meeting will be recorded by SMAC cable television and broadcast live and may be livestreamed at [www.stoughtontv.org](http://www.stoughtontv.org). A recording of the meeting, transcript, or other comprehensive record of the proceeding will be posted on the Town's website and/or SMAC as soon as possible after the meeting if the live broadcast or livestreaming is unsuccessful. Times are approximate and items may be taken out of order at the Chair's discretion.

1. 7:00 p.m. **OPEN SESSION**  
Call to Order & Pledge of Allegiance
2. 7:05 p.m. Select Board Comments
3. 7:15 p.m. Town Manager Comments
4. 7:25 p.m. Citizens' Comments
5. 7:30 p.m. Interviews of applicants to the Stoughton Redevelopment Authority and appointment (Votes may be taken)
  - No applicants
6. 7:35 p.m. To consider discontinuance of Accuvote voting machines and implementation of Election Systems and Software a/k/a ES&S DS 200 voting machines (Votes may be taken) Stephanie Carrara  
Town Clerk
7. 7:45 p.m. To consider and discuss inclusion of Town Meeting Article - Abandoned and neglected properties (Votes may be taken) Louis Gitto
8. 8:00 p.m. Close the Warrant (Votes may be taken) Marc Tisdelle  
Town Engineer

9. 8:15 p.m. Hearing:  
Abatement Application/Request for a Hearing - Simos  
Kampanellas, 17 Clifford Ave. (Votes may be taken) Simos  
Kampanellas
10. 8:30 p.m. To correct previously voted and approved Wines & Malt  
Beverages License - Ore a Love Story Restaurant LLC, 434  
Pearl St. (Votes may be taken) Ornela Muho
11. 8:40 p.m. Consent Agenda:
- a. Approval of Open Session Minutes Meeting of  
December 19, 2023, December 28, 2023 and  
January 9, 2024
  - b. Application for Road Race or Parade - Once a  
Knight Always a Knight Memorial 5k, May 11,  
2024 Matt Cauchon  
Rec. Director
  - c. Useful Life Certificate for November 2023  
Special Town Meeting
  - d. Policy regarding Sewer Service Connections



# TOWN OF STOUGHTON

## SELECT BOARD

10 Pearl Street – Stoughton, MA 02072 (781) 341-1300 Fax (781) 297-2879

**STOUGHTON DOWNTOWN HOUSING FORUM**  
**THURSDAY, February 1, 2024 - 6:00 p.m.**  
**The GREAT HALL, 10 Pearl St., 3rd Floor**  
**STOUGHTON, MA 02072**  
**& VIRTUALLY via GOOGLE MEETS**

**To Join via Google Meets: [meet.google.com/pbe-atam-ids](https://meet.google.com/pbe-atam-ids)**

**Phone: 307-228-4523**

**PIN: 868 467 236#**

The session will be recorded by SMAC cable television and broadcast live and may be livestreamed at [www.stoughtontv.org](http://www.stoughtontv.org). A recording of the session, transcript, or other comprehensive record of the proceeding will be posted on the Town's website and/or SMAC as soon as possible after the session if the live broadcast or livestreaming is unsuccessful.

A quorum of the Select Board may be present.

# SELECT BOARD AGENDA

TUESDAY, January 16, 2024 - 7:00 p.m. RECEIVED  
The GREAT HALL, 10 Pearl St., 3rd Floor STOUGHTON, MASS.  
STOUGHTON, MA 02072  
& VIRTUALLY via GOOGLE MEETS 2024 JAN 11 P 4:02  
OFFICE OF THE TOWN CLERK

In accordance with Chapter 2 of the Acts of 2023, which extends the Governor's March 12, 2020 "Order Suspending Certain Provisions of the Open Meeting Law, G.L.C. 30A § 20", until March 31, 2025, this meeting will be conducted both in person and virtually via Google Meets.

**To Join via Google Meets: [meet.google.com/cyc-ngpm-bdf](https://meet.google.com/cyc-ngpm-bdf)**  
**PHONE: 786-540-3769**  
**PIN: 394 961 908#**

The meeting will be recorded by SMAC cable television and broadcast live and may be livestreamed at [www.stoughtontv.org](http://www.stoughtontv.org). A recording of the meeting, transcript, or other comprehensive record of the proceeding will be posted on the Town's website and/or SMAC as soon as possible after the meeting if the live broadcast or livestreaming is unsuccessful. Times are approximate and items may be taken out of order at the Chair's discretion.

1. 7:00 p.m. **OPEN SESSION**  
**Call to Order & Pledge of Allegiance**
2. 7:05 p.m. To consider and discuss public body checklist for posting a meeting (Votes may be taken) Tom Calter  
Town Manager
3. 7:15 p.m. FY25 Operating and Capital Budget Tom Calter  
Town Manager
4. 8:00 p.m. Open the Warrant (Votes may be taken) Marc Tisdelle  
Town Engineer
5. 8:10 p.m. To consider and discuss location of memorial squares for:  
• Joseph P. Devito Joseph  
• Charles F. Large Mokrisky  
(Votes may be taken)
6. 8:25 p.m. **Consent Agenda:**
  - a. Approval of ABCC Forms
    - Renewal certification for 2024
    - Seasonal population form
    - Annual Report
  - b. Policy regarding Water Service Connections
  - c. Policy regarding Sewer Service Connections
  - d. THEA Collective Bargaining Agreement

**SELECT BOARD AGENDA**  
**TUESDAY, January 9, 2024 - 7:00 p.m.**  
**The GREAT HALL, 10 Pearl St., 3rd Floor**  
**STOUGHTON, MA 02072**  
**& VIRTUALLY via GOOGLE MEETS**

RECEIVED  
STOUGHTON, MASS.  
2024 JAN -4 P 4: 03  
OFFICE OF  
THE TOWN CLERK

In accordance with Chapter 2 of the Acts of 2023, which extends the Governor's March 12, 2020 "Order Suspending Certain Provisions of the Open Meeting Law, G.L.C. 30A § 20", until March 31, 2025, this meeting will be conducted both in person and virtually via Google Meets.

**To Join via Google Meets: [meet.google.com/xjn-ijxj-bzb](https://meet.google.com/xjn-ijxj-bzb)**  
**PHONE: 213-282-7492**  
**PIN: 471 657 778#**

The meeting will be recorded by SMAC cable television and broadcast live and may be livestreamed at [www.stoughtontv.org](http://www.stoughtontv.org). A recording of the meeting, transcript, or other comprehensive record of the proceeding will be posted on the Town's website and/or SMAC as soon as possible after the meeting if the live broadcast or livestreaming is unsuccessful. Times are approximate and items may be taken out of order at the Chair's discretion.

1. 7:00 p.m. **OPEN SESSION**  
Call to Order & Pledge of Allegiance
2. 7:05 p.m. Continuation of Public Hearing:  
Alleged liquor license violation at Golden Palace, 300  
Washington St. (Votes may be taken)      Sgt. James  
O'Connor
3. 7:15 p.m. Pine Street and Pleasant Street Intersection Improvement  
(Votes may be taken)      Marc Tisdelle  
Town Engineer
4. 7:30 p.m. Presentation of 4-year Capital Plan and FY25 Department  
Capital Requests      Marc Tisdelle  
Town Engineer
5. 8:00 p.m. Annual Town Meeting Calendar      Marc Tisdelle  
Town Engineer
6. 8:10 p.m. To establish special accounts for Town-Wide Beautification  
and Dr. Martin Luther King Day donations (Votes may be  
taken)
7. 8:20 p.m. To consider and discuss temporary license agreement of  
parcel 053\_166 to Asplundh Construction, LLC (Votes may  
be taken)      Paul Giffune  
DPW  
Superintendent

8. 8:35 p.m. To discuss use of property located at 2-4 Perry St. recently purchased by the Redevelopment Authority
- Roberta Harback  
Redevelopment  
Authority
9. 8:45 p.m. Consent Agenda:
- a. Approval of Open Session Meeting Minutes of December 5, 2023 and December 12, 2023
  - b. Proclamation - Denneno's Pizza, 545 Pearl St.
  - c. Application for a Community Bonfire on January 20, 2023 - Recreation Dep.
  - d. Ratification and final approval of executive session vote to approve Patrol and Superior Officers Memorandum of Agreement
  - e. Electronic Billboard/Request for Use Application - Stoughton Equal Opportunity Committee
  - f. To accept a donation of \$600.00 from Overhead Door Company of Southeastern Ma, Inc. for Dr. Martin Luther King Day
- Matt Cauchon  
Rec. Dept.  
Director

RECEIVED  
STOUGHTON, MASS.  
2023 DEC 26 A 11: 18  
OFFICE OF  
THE TOWN CLERK

**SELECT BOARD AGENDA**  
**THURSDAY, December 28, 2023 - 7:00 p.m.**  
**The GREAT HALL, 10 Pearl St., 3rd Floor**  
**STOUGHTON, MA 02072**  
**& VIRTUALLY via GOOGLE MEETS**

In accordance with Chapter 2 of the Acts of 2023, which extends the Governor's March 12, 2020 "Order Suspending Certain Provisions of the Open Meeting Law, G.L.C. 30A § 20", until March 31, 2025, this meeting will be conducted both in person and virtually via Google Meets.

**To Join via Google Meets: [meet.google.com/aaq-qthu-yzs](https://meet.google.com/aaq-qthu-yzs)**  
**PHONE: 518-552-0347**  
**PIN: 950 467 999#**

The meeting will be recorded by SMAC cable television and broadcast live and may be livestreamed at [www.stoughtontv.org](http://www.stoughtontv.org). A recording of the meeting, transcript, or other comprehensive record of the proceeding will be posted on the Town's website and/or SMAC as soon as possible after the meeting if the live broadcast or livestreaming is unsuccessful. Times are approximate and items may be taken out of order at the Chair's discretion.

1. 7:00 p.m. **OPEN SESSION**  
Call to Order & Pledge of Allegiance
2. 7:05 p.m. Introduction to new Finance Director Elizabeth Zaleski
3. 7:10 p.m. Proclamation - Denneno's Pizza
4. 7:15 p.m. Continuation of Public Hearing:  
Annual Licenses Renewals (see attachment)
5. 7:35 p.m. Submittal of Town Manager FY25 Operating Budget  
Tom Calter  
Mary Jane Martin  
Marc Tisdelle
6. 8:05 p.m. Submittal of Revised Organizational Chart  
Tom Calter  
Town Manager
7. 8:10 p.m. Executive Session pursuant to Open Meeting Law  
(Chapter 30A Section 21 (a)(3)):  
To discuss strategy with respect to collective bargaining if an open meeting may have a detrimental effect on the bargaining position of the public body and the Chair so declares - Fire, Patrol and Superior Officers  
Kate Feodoroff

**SELECT BOARD AGENDA**  
**JOINT WITH THE SCHOOL COMMITTEE**  
**TUESDAY, December 19, 2023 - 6:00 p.m.**  
**The GREAT HALL, 10 Pearl St., 3rd Floor**  
**STOUGHTON, MA 02072**  
**& VIRTUALLY via GOOGLE MEETS**

RECEIVED  
STOUGHTON, MASS.  
2023 DEC 14 P 3 59  
OFFICE OF  
THE TOWN CLERK

In accordance with Chapter 2 of the Acts of 2023, which extends the Governor's March 12, 2020 "Order Suspending Certain Provisions of the Open Meeting Law, G.L.C. 30A § 20", until March 31, 2025, this meeting will be conducted both in person and virtually via Google Meets.

**To Join via Google Meets: [meet.google.com/pjg-pbja-zji](https://meet.google.com/pjg-pbja-zji)**  
**PHONE: 417-719-9363**  
**PIN: 817 918 073#**

The meeting will be recorded by SMAC cable television and broadcast live and may be livestreamed at [www.stoughtontv.org](http://www.stoughtontv.org). A recording of the meeting, transcript, or other comprehensive record of the proceeding will be posted on the Town's website and/or SMAC as soon as possible after the meeting if the live broadcast or livestreaming is unsuccessful. Times are approximate and items may be taken out of order at the Chair's discretion.

1. 6:00 p.m. **OPEN SESSION**  
Call to Order & Pledge of Allegiance
  
2. 6:05 p.m. Presentation of joint cost best practices by CLA (CliftonLarsonAllen LLP) further, discussion of MOU regarding the FY25 allocation of joint costs  
Town Manager  
Calter  
Hannah York
  
3. 7:30 p.m. **Continuation of Public Hearing:**  
To hear and consider a Notice of Intent to Sell and Right of First Refusal, pursuant to G. L. Chapter 61B, regarding approx. 35 acres of land at 1515 West St., assessor's parcels 0036-0004-0000 and 0037-0004-0000 (Votes may be taken)  
Marc Tisdelle  
William Roth  
Trish Shropshire  
John Linehan  
Gerry McDonald
  
4. 8:15 p.m. **Public Hearings:**
  - a. Alleged liquor license violation at Golden Palace, 300 Washington St. (Votes may be taken)  
Sgt. James  
O'Connor
  
5. 8:30 p.m.
  - b. Annual Licenses Renewal  
• Attachment A (Complete Applications)  
• Attachment B (Incomplete Applications)  
Stephanie Carrara  
Kellie Johnson

6. 9:00 p.m. To consider and retain Special Counsel regarding PFAS litigation (Votes may be taken)

7. 9:20 p.m. **Consent Agenda:**

- a. Approval of Open Session Minutes Meeting of November 30, 2023
- b. Memorial Squares
  - Joseph P. Devito
  - Charles F. Large
- c. Inter-Municipal Emergency Water Supply Agreement between the Town of Stoughton and the Town of Avon
- d. Consider approval of Finance Director Contract

RECEIVED  
STOUGHTON, MASS.

2023 DEC -7 P 2: 17

OFFICE OF  
TOWN CLERK

**SELECT BOARD AGENDA**  
**TUESDAY, December 12, 2023 - 7:00 p.m.**  
**The GREAT HALL, 10 Pearl St., 3rd Floor**  
**STOUGHTON, MA 02072**  
**& VIRTUALLY via GOOGLE MEETS**

In accordance with Chapter 2 of the Acts of 2023, which extends the Governor's March 12, 2020 "Order Suspending Certain Provisions of the Open Meeting Law, G.L.C. 30A § 20", until March 31, 2025, this meeting will be conducted both in person and virtually via Google Meets.

**To Join via Google Meets: [meet.google.com/cxc-jacp-egx](https://meet.google.com/cxc-jacp-egx)**  
**PHONE: 405-696-0975**  
**PIN: 187 604 951#**

The meeting will be recorded by SMAC cable television and broadcast live and may be livestreamed at [www.stoughtontv.org](http://www.stoughtontv.org). A recording of the meeting, transcript, or other comprehensive record of the proceeding will be posted on the Town's website and/or SMAC as soon as possible after the meeting if the live broadcast or livestreaming is unsuccessful. Times are approximate and items may be taken out of order at the Chair's discretion.

1. 7:00 p.m. **OPEN SESSION**  
Call to Order & Pledge of Allegiance
2. 7:05 p.m. Select Board Comments
3. 7:10 p.m. Town Manager Comments
4. 7:15 p.m. Citizens' Comments
5. 7:20 p.m. **Consent Agenda:**
  - a. Approval of Open Session Minutes Meeting of November 21, 2023
  - b. Letter of Support for Restoration of the historical Gay-Hurley-McNamara barn
  - c. Amendment to Class II License - Frank's Quality Auto Sale, LLC, 7 Cabot Place, Suite 5
6. 7:30 p.m. Town Manager's FY25 Operating Budget - Expenses and 1st Revenue Estimate

Tom Calter  
Mary Jane  
Martin  
Marc Tisdelle

RECEIVED  
STOUGHTON, MASS.

2023 NOV 30 P 4:52

OFFICE OF  
TOWN CLERK

**SELECT BOARD AGENDA**  
**TUESDAY, December 5, 2023 - 7:00 p.m.**  
**The GREAT HALL, 10 Pearl St., 3rd Floor**  
**STOUGHTON, MA 02072**  
**& VIRTUALLY via GOOGLE MEETS**

In accordance with Chapter 2 of the Acts of 2023, which extends the Governor's March 12, 2020 "Order Suspending Certain Provisions of the Open Meeting Law, G.L.C. 30A § 20", until March 31, 2025, this meeting will be conducted both in person and virtually via Google Meets.

**To Join via Google Meets: [meet.google.com/qmm-kqiu-jfq](https://meet.google.com/qmm-kqiu-jfq)**  
**PHONE: 507-591-1054**  
**PIN: 200 287 088#**

The meeting will be recorded by SMAC cable television and broadcast live and may be livestreamed at [www.stoughtontv.org](http://www.stoughtontv.org). A recording of the meeting, transcript, or other comprehensive record of the proceeding will be posted on the Town's website and/or SMAC as soon as possible after the meeting if the live broadcast or livestreaming is unsuccessful. Times are approximate and items may be taken out of order at the Chair's discretion.

1. 7:00 p.m. **OPEN SESSION**  
Call to Order & Pledge of Allegiance
2. 7:05 p.m. Select Board Comments
3. 7:10 p.m. Town Manager Comments
4. 7:15 p.m. Citizens' Comments
5. 7:20 p.m. To consider and retain Special Counsel regarding PFAS litigation (Votes may be taken) Brian Winner  
Town Counsel
6. 7:35 p.m. Town Manager's Preliminary Recommendation of expenses in FY25 Budget and Draft of the 4-year Capital Budget; Policy on Hiring Process, Job Descriptions and Organization Structure Tom Calter  
Mary Jane Martin  
Marc Tisdelle
7. 8:35 p.m. To consider and discuss Town Manager contractual compensation and remuneration for calendar 2023 (Votes may be taken)
8. 8:50 p.m. Update on FY24 Objectives Tom Calter  
Town Manager

**SELECT BOARD AGENDA**  
**THURSDAY, November 30, 2023 - 7:00 p.m.**  
**The CHARLES YAITANES CONFERENCE ROOM**  
**10 Pearl St., 3rd Floor**  
**STOUGHTON, MA 02072**  
**& VIRTUALLY via GOOGLE MEETS**

RECEIVED  
STOUGHTON, MASS.

2023 NOV 28 P 2:46

OFFICE OF  
TOWN CLERK

In accordance with Chapter 2 of the Acts of 2023, which extends the Governor's March 12, 2020 "Order Suspending Certain Provisions of the Open Meeting Law, G.L.C. 30A § 20", until March 31, 2025, this meeting will be conducted both in person and virtually via Google Meets.

**To Join via Google Meets: [meet.google.com/omz-iime-ykj](https://meet.google.com/omz-iime-ykj)**  
**PHONE: 620-869-1496**  
**PIN: 439 563 261#**

The meeting will be recorded by SMAC cable television and broadcast live and may be livestreamed at [www.stoughtontv.org](http://www.stoughtontv.org). A recording of the meeting, transcript, or other comprehensive record of the proceeding will be posted on the Town's website and/or SMAC as soon as possible after the meeting if the live broadcast or livestreaming is unsuccessful. Times are approximate and items may be taken out of order at the Chair's discretion.

1. 7:00 p.m. **OPEN SESSION**  
Call to Order & Pledge of Allegiance
2. 7:05 p.m. Interview of Finance Director finalist (Votes may be taken)  
- Elizabeth Zaleski
3. 7:45 p.m. **Consent Agenda:**
  - a. Application for Road Race or Parade - Chanukah Dreidle Display December 3 - 17, 2023 and 1-Day Modoram Display on December 10, 2023 Rabbi Gurkow
  - b. Letter of Support for Stoughton Motel Conversion Project John Yazwinski
  - c. Flexible Schedule ("Flextime") Policy
  - d. Collective Bargaining Agreement between the Town of Stoughton and the Stoughton Library Staff Association

**SELECT BOARD AGENDA**  
**JOINT WITH THE BOARD OF ASSESSORS**  
**TUESDAY, November 21, 2023 - 7:00 p.m.**  
**The GREAT HALL, 10 Pearl St., 3rd Floor**  
**STOUGHTON, MA 02072**  
**& VIRTUALLY via GOOGLE MEETS**

RECEIVED  
STOUGHTON, MASS.  
2023 NOV 16 P 5:48

OFFICE OF  
TOWN CLERK

In accordance with Chapter 2 of the Acts of 2023, which extends the Governor's March 12, 2020 "Order Suspending Certain Provisions of the Open Meeting Law, G.L.C. 30A § 20", until March 31, 2025, this meeting will be conducted both in person and virtually via Google Meets.

**To Join via Google Meets: [meet.google.com/kaf-pryc-mpt](https://meet.google.com/kaf-pryc-mpt)**  
**PHONE: 956-320-7852**  
**PIN: 126 843 717#**

The meeting will be recorded by SMAC cable television and broadcast live and may be livestreamed at [www.stoughtontv.org](http://www.stoughtontv.org). A recording of the meeting, transcript, or other comprehensive record of the proceeding will be posted on the Town's website and/or SMAC as soon as possible after the meeting if the live broadcast or livestreaming is unsuccessful. Times are approximate and items may be taken out of order at the Chair's discretion.

1. 7:00 p.m. **OPEN SESSION**  
**Call to Order & Pledge of Allegiance**
2. 7:05 p.m. Select Board Comments
3. 7:10 p.m. Town Manager Comments
4. 7:15 p.m. Citizens' Comments
5. 7:20 p.m. To consider and retain Special Counsel regarding PFAS litigation (Votes may be taken) Tom Calter  
Town Manager
6. 7:30 p.m. **Public Hearings:**
  - a. To hear and consider a Notice of Intent to Sell and Right of First Refusal, pursuant to G. L. Chapter 61B, regarding approx. 35 acres of land at 1515 West St., assessor's parcels 0036-0004-0000 and 0037-0004-0000 (Votes may be taken) Tom Calter  
Town Manager

7. 8:15 p.m.      b. Tax Classification Hearing pursuant G.L. Chapter 40 §56 (Votes may be taken)      Trish Shropshire
8. 9:00 p.m.      To consider and discuss alleged liquor license violations at Golden Palace, 300 Washington St.      Sgt. James O'Connor
9. 9:15 p.m.      **Consent Agenda:**
  - a. Approval of Open Session Minutes Meeting of October 31, 2023 and November 7, 2023
  - b. Termination of Purchase and Sale Agreement for 30 Porter St.
  - c. Water Connection Application - John Stagnone, Holmes Ave. Parcel ID 068-113
  - d. Application for a 1-Day Alcoholic Beverage License - Ahavath Torah Congregation - December 2, 2023
  - e. Approval of FY25 Budget Guidelines
10. 9:25 p.m.      To consider request for letter of support re: IV3 Stoughton Logistics Park, LLC's to Discontinue Old Page Street County Way (Votes may be taken)
11. 9:35 p.m.      To consider and discuss Town Manager compensation and remuneration

RECEIVED  
STOUGHTON, MASS.  
2023 NOV -2 P 4: 04

**SELECT BOARD AGENDA**  
**TUESDAY, November 7, 2023 - 7:30 p.m.**  
**The GREAT HALL, 10 Pearl St., 3rd Floor**  
**STOUGHTON, MA 02072**  
**& VIRTUALLY via GOOGLE MEETS**

OFFICE OF  
TOWN CLERK

In accordance with Chapter 2 of the Acts of 2023, which extends the Governor's March 12, 2020 "Order Suspending Certain Provisions of the Open Meeting Law, G.L.C. 30A § 20", until March 31, 2025, this meeting will be conducted both in person and virtually via Google Meets.

**To Join via Google Meets: [meet.google.com/sjo-nhpd-vdd](https://meet.google.com/sjo-nhpd-vdd)**  
**PHONE: 406-641-2035**  
**PIN: 838 122 010#**

The meeting will be recorded by SMAC cable television and broadcast live and may be livestreamed at [www.stoughtontv.org](http://www.stoughtontv.org). A recording of the meeting, transcript, or other comprehensive record of the proceeding will be posted on the Town's website and/or SMAC as soon as possible after the meeting if the live broadcast or livestreaming is unsuccessful. Times are approximate and items may be taken out of order at the Chair's discretion.

1. 7:30 p.m. **OPEN SESSION**  
**Call to Order & Pledge of Allegiance**
2. 7:35 p.m. Select Board Comments
3. 7:45 p.m. **Consent Agenda:**
  - a. Approval of Open Session Minutes Meeting of October 17, 2023
  - b. Water Connection Application - John Stagnone  
Stagnone, Holmes Ave. Parcel ID 068-113 John Stagnone
  - c. Water Connection Application - Esther Davis,  
39 Robinette Road Esther Davis
  - d. Water Connection Application - G.S. Redlon  
& Sons, Inc, 92 Evans Drive Michael Redlon
4. 7:55 p.m. **Public Hearing:**
  - a. Class III License Application - M&D Core  
Inc., 295 Canton St. Jonathan Spiegel
  - 8:00 p.m. b. Class II License Application - Stoughton Auto  
Sales LLC, 7 Cabot Place, Suite 5 Frank Mogan

- 8:15 p.m. c. National Grid and Verizon New England Inc.  
joint pole petition - Project #30304540  
Washington St.
- 8:20 p.m. d. National Grid and Verizon New England Inc.  
joint pole petition - Project #30304540 York  
St.
- 8:25 p.m. e. National Grid and Verizon New England Inc.  
joint pole petition - Project #30304540  
Lincoln St.
- 8:30 p.m. f. National Grid and Verizon New England Inc.  
joint pole petition - Project #30304540 Glen  
St.
- 8:35 p.m. g. National Grid and Verizon New England Inc.  
joint pole petition - Project #30304540  
Central St.
- 8:40 p.m. h. National Grid and Verizon New England Inc.  
joint pole petition - Project #30782920
- 8:45 p.m. i. National Grid and Verizon New England Inc.  
joint pole petition - Project #30783079
- 8:50 p.m. j. National Grid and Verizon New England Inc.  
joint pole petition - Project #30806524

RECEIVED  
STOUGHTON, MASS.  
2023 OCT 26 P 5: 28  
OFFICE OF  
THE TOWN CLERK

**SELECT BOARD AGENDA**  
**TUESDAY, October 31, 2023 - 7:00 p.m.**  
**The GREAT HALL, 10 Pearl St., 3rd Floor**  
**STOUGHTON, MA 02072**  
**& VIRTUALLY via GOOGLE MEETS**

In accordance with Chapter 2 of the Acts of 2023, which extends the Governor's March 12, 2020 "Order Suspending Certain Provisions of the Open Meeting Law, G.L.C. 30A § 20", until March 31, 2025, this meeting will be conducted in person and virtually via Google Meets.

**To Join via Google Meets: [meet.google.com/vyi-hert-tjo](https://meet.google.com/vyi-hert-tjo)**  
**PHONE: 530-425-6870**  
**PIN: 796 546 553#**

The meeting will be recorded by SMAC cable television and broadcast live and may be livestreamed at [www.stoughtontv.org](http://www.stoughtontv.org). A recording of the meeting, transcript, or other comprehensive record of the proceeding will be posted on the Town's website and/or SMAC as soon as possible after the meeting if the live broadcast or livestreaming is unsuccessful. Times are approximate and items may be taken out of order at the Chair's discretion.

1. 7:00 p.m. **OPEN SESSION**  
**Call to Order & Pledge of Allegiance**
2. 7:05 p.m. To consider notice of intent to sell, GL Chapter 61B - 1515 West St. (Votes may be taken) Brian Winner  
Town Counsel
3. 7:25 p.m. To consider approval of a Purchase and Sale Agreement regarding 30 Porter Street (Votes may be taken) Brian Winner  
Town Counsel

RECEIVED  
STOUGHTON, MASS.

2023 OCT 12 PM 5:25

**SELECT BOARD AGENDA**  
**TUESDAY, October 17, 2023 - 7:00 p.m.**  
**The GREAT HALL, 10 Pearl St., 3rd Floor**  
**STOUGHTON, MA 02072**  
**& VIRTUALLY via GOOGLE MEETS**

In accordance with Chapter 2 of the Acts of 2023, which extends the Governor's March 12, 2020 "Order Suspending Certain Provisions of the Open Meeting Law, G.L.C. 30A § 20", until March 31, 2025, this meeting will be conducted both in person and virtually via Google Meets.

**To Join via Google Meets: [meet.google.com/amw-cpmq-qvp](https://meet.google.com/amw-cpmq-qvp)**

**PHONE: 662-441-3072**

**PIN: 458 007 515#**

The meeting will be recorded by SMAC cable television and broadcast live and may be livestreamed at [www.stoughtontv.org](http://www.stoughtontv.org). A recording of the meeting, transcript, or other comprehensive record of the proceeding will be posted on the Town's website and/or SMAC as soon as possible after the meeting if the live broadcast or livestreaming is unsuccessful. Times are approximate and items may be taken out of order at the Chair's discretion.

1. 7:00 p.m. **OPEN SESSION**  
**Call to Order & Pledge of Allegiance**
  2. 7:05 p.m. Select Board Comments
  3. 7:15 p.m. Town Manager Comments
  4. 7:25 p.m. Citizens' Comments
  5. 7:35 p.m. **Consent Agenda:**
    - a. Approval of Open Session Minutes Meeting of September 19, 2023 and October 3, 2023
    - b. Application for Road Race or Parade Permit - Veterans Day Parade - November 11, 2023
    - c. Application for Road Race or Parade Permit - Holiday Parade of Lights - December 9, 2023
    - d. Letter of support for Hebrew SeniorLife
  6. 7:45 p.m. To consider and approve FY25 Budget Guidelines (Votes may be taken)
- Sharon Johnson  
Veterans Services  
Matt Cauchon  
Recreation Director
- Tom Calter  
Town Manager

7. 8:00 p.m. Discussion of parking regulations and enforcement Brian Holmes  
Deputy Police Chief
8. 8:15 p.m. **Continuation of Hearing:**  
Abatement Application/Request for a Hearing - Marie Paul, 101 Duggan Street Marie Paul
9. 8:25 p.m. Stoughton Equal Opportunity Committee - Quarterly Update Bettye Sabree  
Vice Chair
10. 8:35 p.m. 300th Anniversary Committee - Quarterly update Joane Callanan  
Chair
11. 8:45 p.m. Commission on Disabilities - Quarterly update Charlotte Mullen  
Chair
12. 8:55 p.m. Town Manager Performance Evaluation
13. 9:20 p.m. Old Colony Metropolitan Planning Organization (MPO) - signatory member nomination

RECEIVED  
STOUGHTON, MASS.  
2023 SEP 28 P 5:26  
OFFICE OF  
THE TOWN CLERK

**SELECT BOARD AGENDA**  
**TUESDAY, October 3, 2023 - 7:00 p.m.**  
**The GREAT HALL, 10 Pearl St., 3rd Floor**  
**STOUGHTON, MA 02072**  
**& VIRTUALLY via GOOGLE MEETS**

In accordance with Chapter 2 of the Acts of 2023, which extends the Governor's March 12, 2020 "Order Suspending Certain Provisions of the Open Meeting Law, G.L.C. 30A § 20", until March 31, 2025, this meeting will be conducted both in person and virtually via Google Meets.

**To Join via Google Meets: [meet.google.com/cnb-rhmy-zwv](https://meet.google.com/cnb-rhmy-zwv)**  
**PHONE: 205-649-0134**  
**PIN: 889 057 521#**

The meeting will be recorded by SMAC cable television and broadcast live and may be livestreamed at [www.stoughtontv.org](http://www.stoughtontv.org). A recording of the meeting, transcript, or other comprehensive record of the proceeding will be posted on the Town's website and/or SMAC as soon as possible after the meeting if the live broadcast or livestreaming is unsuccessful. Times are approximate and items may be taken out of order at the Chair's discretion.

- 1. 7:00 p.m. **OPEN SESSION - Call to Order & Pledge of Allegiance**
- 2. 7:05 p.m. Select Board Comments
- 3. 7:15 p.m. Town Manager Comments
- 4. 7:25 p.m. Citizens' Comments
- 5. 7:35 p.m. Review Town Meeting warrant motions Brian Winner  
Town Counsel
- 6. 7:50 p.m. To consider the option to purchase property located at 1515 West St. in Stoughton pursuant to M.G.L. c. 61B (Votes may be taken)
- 7. 8:00 p.m. Presentation on Water Meters Program and Security System (Votes may be taken) Tom Calter  
Town Manager  
Phil McNulty  
Water Superintendent

8. 8:20 p.m. **Hearing:**  
 Abatement Application/Request for a Hearing  
 Marie Paul, 101 Duggan Street Marie Paul
9. 8:30 p.m. Interviews for the Veterans' Service Officer finalists  
 (Votes may be taken) Tom Calter  
 Town Manager  
 - Patrick Johnson  
 - Patrick L. Manning  
 - Brian Turner
10. 8:50 p.m. **Consent Agenda:**
- a. Water Connection Application - JFD Corporation - 1001 Washington St. James DiStefano
  - b. Water Connection Application - Shovel Towne Classic Homes, LLC - 1389 West St. Rick Pucillo
  - c. Application for Change of Manager - TGI Fridays, Inc d/b/a TGI Friday's, 2 Hawes Way Derwin Tucker
  - d. Application for Change of Manager - Mormax Corporation d/b/a BJ's Wholesale Club, 901 Technology Center Drive Caitlyn Fians
  - e. Application for Common Victualler License Amendment - Smack Pizza Inc., 111 Sharon St. Nadeem Salameh
  - f. Approval of Executive Session Meeting Minutes
  - g. Acceptance of FY25 Formula Grant Janiece Bruce  
 Adm. Director COA

RECEIVED  
STOUGHTON, MASS.

2023 SEP 14 P 4:37

**SELECT BOARD AGENDA**  
**TUESDAY, September 19, 2023 - 7:00 p.m.**  
**The GREAT HALL, 10 Pearl St., 3rd Floor**  
**STOUGHTON, MA 02072**  
**& VIRTUALLY via GOOGLE MEETS**

OFFICE OF  
TOWN CLERK

In accordance with Chapter 2 of the Acts of 2023, which extends the Governor's March 12, 2020 "Order Suspending Certain Provisions of the Open Meeting Law, G.L.C. 30A § 20", until March 31, 2025, this meeting will be conducted both in person and virtually via Google Meets.

**To Join via Google Meets: [meet.google.com/fmv-dvas-krj](https://meet.google.com/fmv-dvas-krj)**  
**PHONE: 401-526-8470**  
**PIN: 477 411 985#**

The meeting will be recorded by SMAC cable television and broadcast live and may be livestreamed at [www.stoughtontv.org](http://www.stoughtontv.org). A recording of the meeting, transcript, or other comprehensive record of the proceeding will be posted on the Town's website and/or SMAC as soon as possible after the meeting if the live broadcast or livestreaming is unsuccessful. Times are approximate and items may be taken out of order at the Chair's discretion.

1. 7:00 p.m. **OPEN SESSION - Call to Order  
& Pledge of Allegiance**
2. 7:05 p.m. **Executive Session:**  
Discuss strategy with respect to collective bargaining with Stoughton Professional/Administrative Employees Association pursuant to G.L.c. 30A § 21 (a)(3) and subject to the Chair's discretion (Votes may be taken)
3. 7:15 p.m. Select Board Comments
4. 7:25 p.m. Town Manager Comments
5. 7:35 p.m. Citizens' Comments
6. 7:45 p.m. **Consent Agenda:**
  - a. Approval of Open Session Minutes Meeting of August 15, 2023 and September 5, 2023
  - b. Approve Stoughton Professional/Administrative Employees Association Contract

7. 7:55 p.m. To consider approval and acceptance of donation from Stoughton Crossing Limited Partnership - Lot #57, Map #82 Parcel 082-057-0 pursuant to M.G.L. Chapter 40 §8C (Votes may be taken) James Conlon  
Environmental  
Affairs Officer
8. 8:05 p.m. To authorize the Town Manager to file and execute grant/loan applications/agreements and related documents as necessary regarding the design and construction of the Muddy Pond GAC Water Treatment Facilities (Votes may be taken) Phil McNulty  
Water/Sewer  
Superintendent
9. 8:15 p.m. Appointment of Veterans' Service Officer Tom Calter  
Town Manager  
- Patrick Johnson
10. 8:25 p.m. To consider designate and appoint liaisons with the SMAC Board of Directors pursuant to the new SMAC Access Agreement (Votes may be taken) Chair Roberts

2023 SEP -5 A 11: 18

**\*\*AMENDED AGENDA\*\***

Originally posted on August 31, 2023 - 2:14 p.m. OFFICE OF  
TOWN CLERK

**SELECT BOARD AGENDA**

**TUESDAY, September 5, 2023 - 7:00 p.m.**

**The GREAT HALL, 10 Pearl St., 3rd Floor**

**STOUGHTON, MA 02072**

**& VIRTUALLY via GOOGLE MEETS**

In accordance with Chapter 2 of the Acts of 2023, which extends the Governor's March 12, 2020 "Order Suspending Certain Provisions of the Open Meeting Law, G.L.C. 30A § 20", until March 31, 2025, this meeting will be conducted both in person and virtually via Google Meets.

**To Join via Google Meets: [meet.google.com/tki-gsjv-vdw](https://meet.google.com/tki-gsjv-vdw)**

**PHONE: 513-843-1228**

**PIN: 942 191 790#**

The meeting will be recorded by SMAC cable television and broadcast live and may be livestreamed at [www.stoughtontv.org](http://www.stoughtontv.org). A recording of the meeting, transcript, or other comprehensive record of the proceeding will be posted on the Town's website and/or SMAC as soon as possible after the meeting if the live broadcast or livestreaming is unsuccessful. Times are approximate and items may be taken out of order at the Chair's discretion.

1. 7:00 p.m. **OPEN SESSION - Call to Order  
& Pledge of Allegiance**
2. 7:05 p.m. Select Board Comments
3. 7:15 p.m. Town Manager Comments
4. 7:25 p.m. Citizens' Comments
5. 7:30 p.m. **Public Hearing:**
  - a. Application for 2 Consecutive 1-Day Alcoholic Beverage License and Application for Road Race or Parade Permit - Our Lady of Fatima Feast - September 9 and 10, 2023 Nelson Pimentel  
President
  - \*\* 7:35 p.m. b. Application to Amend License to store flammables, combustibles or explosives on 28 Dykeman Way Carolyn Parker



RECEIVED  
STOUGHTON, MASS.

2023 AUG 15 A 9:22

**\* AMENDED AGENDA \***

**Originally posted on August 10 - 4:11 p.m.**

**SELECT BOARD AGENDA**

**TUESDAY, August 15, 2023 - 7:00 p.m.**

**The GREAT HALL, 10 Pearl St., 3rd Floor**

**STOUGHTON, MA 02072**

**& VIRTUALLY via GOOGLE MEETS**

In accordance with Chapter 2 of the Acts of 2023, which extends the Governor's March 12, 2020 "Order Suspending Certain Provisions of the Open Meeting Law, G.L.C. 30A § 20", until March 31, 2025, this meeting will be conducted both in person and virtually via Google Meets.

**To Join via Google Meets: [meet.google.com/rhm-gsny-jnr](https://meet.google.com/rhm-gsny-jnr)**

**PHONE: 919-584-4295**

**PIN: 943 902 901#**

The meeting will be recorded by SMAC cable television and broadcast live and may be livestreamed at [www.stoughtontv.org](http://www.stoughtontv.org). A recording of the meeting, transcript, or other comprehensive record of the proceeding will be posted on the Town's website and/or SMAC as soon as possible after the meeting if the live broadcast or livestreaming is unsuccessful. Times are approximate and items may be taken out of order at the Chair's discretion.

1. 7:00 p.m. **OPEN SESSION - Call to Order  
& Pledge of Allegiance**
2. 7:05 p.m. Select Board Comments
3. 7:15 p.m. Town Manager Comments
4. 7:25 p.m. Citizens' Comments
5. 7:30 p.m. **Consent Agenda:**
  - a. Approval of Open Session Minutes Meeting of June 20, 2023 and June 27, 2023
  - b. Application for Road Race or Parade Permit - Be Inspired Together, Inc. - October 15, 2023 Marci da Camara
  - c. Water Connection Application - Sanya Correa, Sanya Correa  
175 York Street
6. 7:40 p.m. Dog Hearing Decision - 408 Technology Center Drive,  
Apt. 5420 - Rosalina Desousa Geller

7. 7:55 p.m. Boards & Committees Appointments:  
Board of Registrars - one vacancy
  - Lester Davis
  - Alethea McFarlane
  - Larry Sauer
  
8. 8:05 p.m. Acquisition of Washington Street Pump Station and land thereon (Votes may be taken) Phil McNulty  
Water/Sewer  
Superintendent
  
9. 8:10 p.m. Stoughton Logistics Center, address licenses and easements (Votes may be taken) Brian Winner  
Town Counsel
  
10. 8:30 p.m. Follow-up to the Planning Retreat Debra Roberts
  - How and when will the board receive status and progress on the major objectives?
  - How will we measure success on objectives?
  
11. 8:40 p.m. 2023 Special Town Meeting Articles - 
  - Open the warrant (Votes may be taken)
  
12. 8:45 p.m. Preliminary discussion on exiting civil service (Informational only - No votes to be taken) Tom Calter  
Town Manager

\* Removed: Don O'Neill

\* Added: Lester Davis



421 Page Street, Suite 2, Stoughton, MA 02072

October 20, 2025

Town of Stoughton Select Board:

Hon. Stephen Cavey, Chair; Hon. Joseph Mokrisky, Member; Hon. Debra Roberts, Member;  
Hon. Lou Gitto, Member; Hon. Scott Carrara, Member – Stoughton Select Board,

and

Town Manager – Town of Stoughton:

Thomas Calter

10 Pearl Street  
Stoughton, MA 02072

VIA Personal Delivery and

Email: [scavey@stoughton-ma.gov](mailto:scavey@stoughton-ma.gov), [jmokrisky@stoughton-ma.gov](mailto:jmokrisky@stoughton-ma.gov), [drobotts@stoughton-ma.gov](mailto:drobotts@stoughton-ma.gov),  
[lgitto@stoughton-ma.gov](mailto:lgitto@stoughton-ma.gov), [sdcarrara@stoughton-ma.gov](mailto:sdcarrara@stoughton-ma.gov), [tcalter@stoughton-ma.gov](mailto:tcalter@stoughton-ma.gov)

**Re: SMAC and the Town of Stoughton**

Dear Honorable Members of the Select Board:

I write on behalf of Stoughton Media Access Corporation (“SMAC”) as its Treasurer and as a member of its Board of Directors. As I mentioned at the October 9 Public Hearing it is unfortunate that the Town is at odds with SMAC. SMAC worked hard for the past year to avoid and resolve this dispute. We are still trying. From November 27, 2024 and continuing until as recently as Friday October 17, 2025 SMAC has been attempting to speak with the Town to resolve this dispute.

Following the October 9, 2025 Public Hearing SMAC asked for a meeting with the Town. SMAC seeks to understand what specific information the Town is currently asking for. I understand that SMAC's attorneys have also asked Town Counsel for a meeting following the October 9, 2025 Public Hearing. SMAC requests that the Town respond to this letter and either suggest a time for the meeting or if the Town refuses to meet prior to the October 23, 2025 Public Hearing please let me know.

I want each of the Select Board Members to know that SMAC has made at least *seven attempts* to meet or talk with the Town to try to resolve the Select Board's claims about SMAC defaults and to discuss the information SMAC provided in response. We have also tried to meet to discuss the issues raised by SMAC in the federal lawsuit which SMAC believes to be the real reason the Town is attempting to terminate SMAC's contract with the Town since it cured the defaults, if any, claimed by the Town.

SMAC's Access Agreement with the Town provides for curing defaults and it did so a year ago. SMAC denies defaulting but having cured the defaults a year ago and having updated the Select Board with additional information since, receiving a letter from Chairperson Cavey this September 11 with the very same 5 defaults without any mention of the information and documents we sent to Attorney Winner in November 2024 and after, does not make sense. An inaccurate and incomplete picture was painted of SMAC at the October 9, 2025 Public Hearing without mention of the information SMAC has provided regarding the claimed defaults. It is disappointing that despite receiving a detailed letter and documentation to cure in November 2024 Attorney Winner barely mentioned receiving information including 55 pages of documents on November 27, 2024, did not describe what he received, any objections to it or the details of any defaults at the October 9, 2025 Town Hearing. This critical information was omitted at the October 9, 2025 Public Hearing.

The claimed defaults and that the defaults are just a pretext to terminate SMAC are part of the litigation between the Town and SMAC. The discussion of claimed defaults and the litigation including that they are a pretext and retaliatory need to be discussed on October 23,

2025. SMAC would like to avoid any more litigation that it wanted no part of in the first place, but given the events it describes in the lawsuit, SMAC had no choice. Hopefully the failure to inform the Hearing of the material SMAC sent is an oversight that will be dealt with in detail at a meeting and on October 23, 2025 since it appears at least some of the Select Board Members have not seen the documentation provided by SMAC.

The litigation includes SMAC's contract with the Town also because the Access Agreement includes antibias and editorial discretion provisions. The events and issues in the lawsuit of threats, and retaliation have made it very difficult for SMAC to maintain control of its broadcasting, comply with the Access Agreement and run its business, including trying to retain talented employees shocked and frightened by the statements and actions of some Town officials. This must be made clear, and it is important that SMAC be allowed to explain this to the Select Board. This information is part of its defense to the claimed defaults. At the upcoming hearing on October 23, it must be made clear that SMAC—approximately one year ago—sent the Town a detailed letter addressing each of the alleged defaults and providing sufficient cure documentation. At the October 9, 2025 Public Hearing Town Counsel also omitted that the judge in the federal litigation invited SMAC to return to court to seek injunctive relief in the event the Town votes to terminate SMAC.

A little more background on how we got here is important. On April 5, 2025, Counsel for SMAC emailed Town Counsel requesting, again, that the Town meet to discuss the information provided in its November 27, 2024 letter to cure the defaults in the Select Board's 2024 Default Letter and explained that SMAC has nothing to hide. SMAC's email also discussed that the information provided by SMAC in its November 2024 letter was apparently withheld from some or all Select Board Members. The information SMAC supplied to the Select Board was not known by the 2 Select Board Members SMAC met with in January and March to

try to resolve matters. This information was also apparently not known to Select Board Member Mokrisky according to his comments at the October 9, 2025 Public Hearing. In the email SMAC explained that it tried to provide cure information and documents again at that meeting and that the Select Board Members did not know about the issues SMAC was having with certain Town Officials and that SMAC still wanted to try to resolve matters with the Town. SMAC reached out to the Town again on April 11, 2025, April 18, 2025, and April 25, 2025, with the same request, to no avail. SMAC finally served its Complaint the following week, more than 3 weeks later and five months after providing its cure information because conditions with the Select Board had become impossible.

As to the defaults claimed by the Town on October 1, 2024, and again on September 11, 2025, because SMAC's responses were glossed over at the October 9, 2025 Public Hearing (and prior), a summary of the claimed defaults and the information and documents SMAC supplied as a cure if there were defaults follows:

**Claimed Default #1:** "Article XI, Section 4 of the Agreement requires SMAC to, within forty-five (45) days of the full execution of the Agreement, *i.e.*, by September 23, 2023, update and amend its Bylaws *as may be necessary or advisable to be consistent with the Agreement.*"

**SMAC Response #1:** SMAC pointed out to Town Counsel that this language does not require SMAC to amend its Bylaws. Per the language agreed to by the Town in the Access Agreement, SMAC *may* amend its Bylaws *if* SMAC determines it is necessary and advisable. Also, the Access Agreement does not require SMAC to provide the Town with its Bylaws. SMAC is a private corporation as provided in the Access Agreement with the Open Meeting Law not applying. In the spirit of cooperation, after discussing the matter with Town Counsel, SMAC's attorneys emailed Town Counsel on February 3, 2025, that it updated its Bylaws and sent Town Counsel documentation of this. At that time, the Town agreed with this,

and SMAC's counsel asked to be notified of any objection the Town might have to what SMAC provided. There was no notice. Evidence of the update is provided again as **Exhibit 1**.

**Claimed Default #2**: "Article V, Section 5 of the Agreement requires that the president of the SMAC Board of Directors or his designee provide the Select Board with a quarterly update on the status of operations and capital planning."

**SMAC Response #2**: The Access Agreement does not say that the Quarterly Update be provided to the Town personally, verbally or otherwise, just that SMAC share the information provided in the Access Agreement in Quarterly Updates. SMAC provided a 4-year Capital Budget for the Quarterly Update in November 2024. A copy is attached, again as **Exhibit 2**. Chairman Cavey and Select Board Member Mokrisky both attended meetings of the SMAC Board during 2024. Both meetings, one the SMAC Annual Meeting, included information on the current operations of SMAC.

As discussed with Town Counsel, and as SMAC stated at the October 9 Hearing, the Town's attorneys served SMAC and its lawyers with a Litigation Hold Letter dated October 1, 2024. In the Letter, the Town's attorneys threatened an imminent lawsuit against SMAC. Due to the Town's threat of imminent litigation against SMAC, SMAC's President, Bob Mullen, emailed Gilda Pereira on November 14, 2024, that SMAC would deliver its quarterly update to the Town in writing, through its attorneys, as its "designee" as permitted in the Access Agreement, and not by way of live testimony before the Select Board because any testimony by SMAC could be used against it in the Town's threatened litigation. SMAC provided a Quarterly Update on November 27, 2024, in writing instead of at a Select Board meeting because of the litigation threatened by the Town. The Capital Budget for 2023-2027 which is attached as **Exhibit 2**. Litigation was pending by the following quarter.

I would like to remind the Select Board that it appointed Liaisons in the Access Agreement specifically to communicate with SMAC about any issues or problems it had with SMAC and vice versa, including Quarterly Updates. The Liaisons, Select Board Chair Cavey and Select Board Member Joe Mokrisky, never raised any concern about SMAC's operations, finances, documentation or the information it did or did not receive from SMAC. As recently as October 2023, twelve months before serving its October 1, 2024, default and litigation letters, the Select Board publicly praised SMAC for its exemplary work providing PEG Programming.

Going forward, SMAC agrees to continue to, through counsel, provide Quarterly Updates to Town Counsel, which shall be relayed to the Select Board, regarding the status of operations and capital planning in a manner to be agreed to.

**Claimed Default #3:** Article V, Section 9 of the Agreement requires that reviews, reports or audits of its finances and operations shall be conducted and provided annually by SMAC to the Select Board within ninety (90) days after the close of SMAC's fiscal year or within sixty (60) days after the filing of its state and federal tax returns.

**SMAC Response #3:** Counsel for SMAC (*i.e.*, SMAC's designee), provided its Annual Reports. The Annual Report consists of SMAC's Form 990 and Inventory Reports. Form 990 is a public document filed with the IRS and the Massachusetts Attorney General's Office. Notwithstanding, SMAC has provided the Select Board with Annual Reports yearly. Most recently, SMAC provided Annual Reports in November 2024 and July 2025. These Reports are attached again as **Exhibit 3** and part of **Exhibit 4**.

**Claimed Default #4:** Article V, Section 11 of the Agreement requires that, at the time of filing the Annual Review, Report and/or Audit, SMAC provide an inventory of its equipment and facilities together with a statement of its condition and corrective action, if any needed, taken or recommended to be taken to maintain all items in satisfactory condition.

**SMAC Response #4:** SMAC provided inventories with each Annual Report. The inventories are attached again as **Exhibit 5** and **Exhibit 6**.

**Claimed Default #5:** Article V, Section 11 of the Agreement requires that SMAC prepare and approve annually a revolving three-year capital budget which shall be included in the President's quarterly update to the Select Board.

**SMAC Response #5:** SMAC provided a revolving four-year capital budget in November 2024. The budget is calculated once per year per the Access Agreement so four Quarterly Reports will contain the same annual Budget. The Annual Budget SMAC sent to the Select Board in November 2024 is attached, again, as **Exhibit 7**. It covers FY 2023 – FY2027.

There is interest among taxpayers in Stoughton, the Select Board's constituents, that the Select Board and SMAC resolve their differences. That was apparent at the October 9, 2025 Hearing and after the Hearing. SMAC cured the claimed defaults within the time provided in the Access Agreement, a year ago. We have asked for meetings many times and again on Friday, October 17, 2025. We do not think it is appropriate that the Select Board allowed opening statements from displeased SMAC employees of half a decade ago, under previous management, having nothing to do with the Access Agreement or the litigation now pending because that topic had zero to do with SMAC's contract with the Town and on the other hand selectively exclude the lawsuit's details of the contract and claimed defaults.

We request and expect that in the interest of fairness and due process, on October 23, 2025, SMAC will be able to speak freely about issues related to resolving the current dispute.

Thank you for your time and attention. I hope to hear from the Select Board soon.



Sincerely,

Stephen Bates  
Treasurer  
Stoughton Media Access Corporation

---

**RE: Stoughton Select Board/SMAC - For Settlement Purposes Only**

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**From** Joseph Zoppo <jzoppo@pereszoppo.com>

**Date** Mon 2025-02-03 4:51 PM

**To** Brian Winner <brian@mtclawyers.com>

**Bcc** Joseph Zoppo <jzoppo@pereszoppo.com>

 2 attachments (183 KB)

Extracted pages from SMAC Bylaws Amended Effective 9-30-23 Final - OCR 1.pdf; SMAC\_Redacted Meeting\_Minutes\_11\_25\_2024 - Print.pdf;

Brian, I do not have the letter we discussed this morning, but I wanted to respond subject to that (and hopefully to further that effort) as we discussed on the phone today and around the date of your email. There has been some travel by the Officers at SMAC since your email.

Per our call on the SB's request for Amended Bylaws, attached is a redacted copy of Minutes, the redactions are unrelated to amending the Bylaws and p. 1 of SMAC's Bylaws as amended effective September 30, 2023. The last page of the Bylaws is substantive, so it is not attached.

By way of reminder SMAC is looking for information from the Town as well, especially as to the Enterprise/Retained Earnings Account considering the January 14, 2025, SB Meeting at which the Account and SMAC's budget were discussed in some detail, and for the reasons in my letter of November 27, 2024.

We differ on our legal analyses and in that vein:

c. 156D is not incorporated into c. 180, the law in c. 156B and c. 180c and I would think also 156D is that Bylaws are internal and confidential to the corporation and are not subject to disclosure to third parties, or as to a private corporation, the public.

1. Re compliance with law by way of having Bylaws, the SB knows SMAC has Bylaws, it's attorney drafted them, that's an issue we went through in 2022-2023 with the SB and with K&P, Bylaws do exist such that SMAC is, and the SB knows it is, in "compliance with state law" as to having Bylaws;
2. The most recent Access Agreement did not require amending SMAC's Bylaws, amendment was and is left to the discretion of SMAC in the Access Agreement, as I would think would be expected;
3. The Open Meeting Law doesn't apply to SMAC, there was not a disagreement on that point as I recall and the 2018 Bylaws provided that already;
4. Notwithstanding the above, the Bylaws were messy and had more than one cutoff sentence and missing text (or incorrect headings), so SMAC amended its Bylaws but not because the Access Agreement required amendment to its Bylaws "to be consistent" with the Access Agreement but because it wanted to do so for its own purposes including making more explicit the OML did not apply. Were there no amendment, that would not be a breach of the Access Agreement;
5. SMAC has nothing to hide, but SMAC has an interest in its self-preservation and its officers therefore have a fiduciary duty to SMAC to protect that interest by preserving as confidential,

SMAC's internal, private information, including its Bylaws, from public disclosure, especially when threatened with litigation by the SB. The "books and records" provision of the Access Agreement does not alter this basic corporate law principle, especially in the litigation context the SB has thrust upon SMAC;

6. The history of SMAC sharing information with the SB in good faith is that the information has been used against SMAC by the SB, that's how we met in 2023 on another problem the SB had with SMAC.

I agree that if escalation of the dispute can be avoided with something agreeable that would be positive, but SMAC is not at present driving that bus, so to speak.

So, to the extent it is helpful to the current dispute for SMAC to confirm an amendment to SMAC's Bylaws, though not necessitated by the Access Agreement, please see the attached and let me know about the Enterprise Account information.

Thanks Brian

Attorney Joseph P. Zoppo



**Please direct all correspondence/mail to our Stoughton address**

6 Cabot Place, Suite 10  
Stoughton MA, 02072

And

One Boston Place  
Suite 2600  
Boston, MA 02108

781-436-8440 (Stoughton)  
617-535-7533 (Boston)  
781-251-6649 (Fax)

[jzoppo@pereszoppo.com](mailto:jzoppo@pereszoppo.com)

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**From:** Brian Winner <brian@mtclawyers.com>  
**Sent:** Tuesday, January 21, 2025 7:39 AM

To: Joseph Zoppo <jzoppo@pereszoppo.com>

Subject: RE: Stoughton Select Board/SMAC

Joe,

As you know, I'm meeting with the Select Board tonight to discuss this matter. In your response to my October 1, 2024 request for records you did not provide a copy of the Bylaws, as purportedly revised, nor did you provide copies of any meeting minutes.

In accordance with Article V, Section 12 of the Access Agreement:

*S.M.A.C. shall allow the MUNICIPALITY, and/or its authorized designees(s) access to the books, records, accounts, and facilities of S.M.A.C. at such reasonable times and in such reasonable places as the MUNICIPALITY may require to ensure compliance with this Access Agreement.*

In your November 27, 2024 response, you state that "Nowhere does the Access Agreement provide that SMAC, a private corporation, must prove to the Select Board that it amended its Bylaws, how it may have done so or with what language." You also state that "SMAC is committed to transparency and cooperation with the Town under the Access Agreement..." and "SMAC has nothing to hide..." You continue that "The Access Agreement provides: "S.M.A.C. shall maintain accurate books, records, and logs of its financial and programming activities...It is this universe of information that the parties agreed are to be shared."

Bylaws and meeting minutes are records SMAC is required to maintain under State law. G.L. c. 156D, Sections 2.01, 16.01(a) & 16.21. Article V, Section 10 of the Access Agreement requires that SMAC maintain its status as a non-profit corporation and comply with all applicable laws, rules and regulations of the Town, the Commonwealth and the United States.

In accordance with Article V, Section 12 of the Access Agreement, please produce the revised bylaws and SMAC's meeting minutes from August 2023 to the present. If you refuse/fail to do so, it is likely the Select Board will draw an inference that neither exist and/or that SMAC is not complying with State law. One would think that this would be a simple matter, i.e. producing basic corporate documents required under State law. It would be unfortunate if this matter escalated further on account of such a benign request by the Town.

I am leaving now for meetings and will be tied up most of the day. I should be available sporadically this afternoon if you wish to discuss.

Very truly yours,



Brian J. Winner  
Mead, Talerman & Costa, LLC  
730 Main Street, Suite 1F, Millis, MA 02054  
Phone (978) 572-2192 (\*Please note my number has changed.)  
[brian@mtclawyers.com](mailto:brian@mtclawyers.com) · [www.mtclawyers.com](http://www.mtclawyers.com)

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 Think before you print.

Stoughton Media Access Corporation  
(SMAC)

BYLAWS

Amended by SMAC Board of Directors  
Effective September 30, 2023



*Stoughton Media Access Corporation  
Meeting Minutes  
November 25<sup>th</sup>, 2024*

**I. Call to order**

**President Bob Mullen** called to order the Meeting of the **Stoughton Media Access Corporation** on **November 25<sup>th</sup>, 2024, at 6:33PM** in the Board of Directors' Conference Room located at the SMAC Studios, 421 Page Street, Stoughton, Massachusetts.

**II. Roll call**

The following board members were present: **Gina Coe, Bob Mullen, Steve Bates** and Station Manager, **Anya Zulawnik**. As well as Administrative Assistant **Marissa Desmond**. **Peter Brown** arrived later, at **6:57PM**. **David Lurie** arrived later, at **7:09PM**.

**III. Motion to Open Meeting**

**Gina Coe** motioned to open the meeting of the SMAC Corporation. Seconded by **Steve Bates**. Unanimous.

**IV. Citizen Participation**

**Brian Butler** of Stoughton.  
**Peter Banis** of Stoughton.

**V. Public Comment**

**Peter Banis** expressed concern about the South School Project and was concerned that SMAC was not able to record the meetings.

**VI. Station Manager's Comments**

**Anya Zulawnik** shared with the Board of all recent coverage and Station Updates. **Luke Asack** recorded the Veterans Day presentation at the middle school.

**Peter Ventresco** resumed recording his shows. **Lisa Lyons** is looking to produce “A Lyonesse” talk show. **David Walsh** will produce “Town Meeting Times”. SMAC recorded a tour of the new fire station and South School; it will be part of the **David Walsh** show.

SMAC covered two special town meetings, without technical issues.

**Anya Zulawnik** purchased a Ring doorbell camera; it is to be mounted next to the door so staff may communicate with visitors. SMAC Studio new hours will be Monday through Friday 10AM-5:30PM. Meetings will be by appointment only, which the Board approved during the previous meeting.

VI. [REDACTED]

## VII. Review and Approve Payment of Bills

The Board reviewed the bills.

Travelers Insurance - \$5,603

South Shore Bank Credit Card (Fridge) - \$1,453

No Dust No Fuss (Studio Cleaning) - \$1,181

Verizon Phone & Internet - \$256

Eversource Gas - \$208

The Hartford Insurance - \$825

SEI Simple IRA, September 2024 - \$629

SEI Simple IRA, October 2024 - \$629

**Anya Zulawnik** emailed the cleaning company to send checks quarterly. **Steve Bates** made a motion to approve all the bills. **Peter Brown** Seconded. Unanimous.

## VIII. Bylaws

The Board reviewed the amended SMAC Bylaws which have been effective since September 30, 2023. **Steve Bates** made a motion to accept the amended- SMAC Bylaws. Seconded by **Gina Coe**. Unanimous.

## IX. Holidays Discussion and Schedule

The Board discussed closing the studio on Friday November 29<sup>th</sup>, 2024, the day after Thanksgiving. **Anya Zulawnik** shared with the Board prior Thanksgiving years interns were given \$50 gift cards and \$100 to employees. **Steve Bates** made a motion allowing the studio to be closed, and for staff to have a paid day off. **Bob Mullen** Seconded the motion. Unanimous.

[REDACTED]

[REDACTED]

The time was **7:26PM**

[REDACTED]

# **SMAC Capital Plan**

## **FY2023 to FY2027**

### **FY2023 – 2024**

1. Replace Video Switcher in Studio A (completed)

Replace 4:3 Monitors in Studio A (completed)

Cleanup of the broadcast rack and removal of the old equipment (completed)

Various upgrades (completed)

Cost: \$ 77,553.00

2. Backup drive for the broadcast server (planning to replace later this year)

Cost: \$ 4000

3. 2 Streaming devices (completed, all three channels are streaming this year)

Cost: \$ 8000

**FY2023-FY2024 Total Costs: \$89,553.00**

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### **FY2024 - 2025**

1. Two new field cameras (One camera replaced in September, 2024)  
(Second camera to be replaced later this year)

Estimated Cost: \$ 7500

2. Studio auxiliary camera (planning to replace later this year)

Estimated Cost: \$ 4000

3. 2 new computers (planning to replace later this year)

Estimated Cost: \$ 6000

4. 1 new computer for archiving documents (installed)

Cost: \$ 1800

5. 1 high end new field camera (to purchase 2<sup>nd</sup> half of this fiscal year)

Estimated Cost: \$ 8000

6. 1 new VOD (Video On Demand Drive) (equipment installed)

Cost: \$ 2800

7. New microphones (One hand held for field production, one for Podcasting)

Cost \$ 3000

8. Portable Lighting Kit (purchased)

Cost: \$ 1000

9. 2 Tripods (planned purchase 2<sup>nd</sup> half of fiscal year)

Estimated Cost: \$ 2000

**FY2024-FY2025 Estimated Total Costs: \$36,100.00**

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### **FY2025 – 2026**

1. Purchase new portable video switcher (used in the field, e.g. graduations)

Estimated Cost: \$ 20,000

2. 2 new iMacs

Estimated Cost: \$ 8,000

3. 8 new lights for the studio A

Estimated Cost: \$ 8000

4. Two teleprompters

Estimated Cost: \$ 4000

5. External Drive for archiving video files

Estimated Cost: \$ 8000

**FY2025-FY2026 Estimated Total Costs: \$48,000.00**

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**FY2026 - 2027**

1. Replace 2 robotic cameras at the Town Hall

Estimated Cost: \$ 8,000

2. Purchase 4 laptops – 2026-2027

Estimated Cost: \$ 10,000

3. Purchase 3 new 4K cameras

Estimated Cost: \$ 15,000

**FY2026-FY2027 Estimated Total Costs: \$33,000.00**

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Return of Organization Exempt From Income Tax
Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)
Do not enter social security numbers on this form as it may be made public.
Go to www.irs.gov/Form990 for instructions and the latest information.

A For the 2023 calendar year, or tax year beginning 07/01/23, and ending 06/30/24

B Check if applicable: Address change, Name change, Initial return, Final return/terminated, Amended return, Application pending
C Name of organization: Stoughton Media Access Corporation
Doing business as:
Number and street (or P.O. box if mail is not delivered to street address): 421 Page Street, Unit 2
Room/suite:
City or town, state or province, country, and ZIP or foreign postal code: Stoughton MA 02072
D Employer identification number: 94-3472892
E Telephone number: 781-341-1708
G Gross receipts: \$476,284
H(a) Is this a group return for subordinates? Yes No
H(b) Are all subordinates included? Yes No
I Tax-exempt status: 501(c)(3)
J Website: www.stoughtontv.com
K Form of organization: Corporation
L Year of formation: 2009
M State of legal domicile: MA

Part I Summary

Table with 3 columns: Description, Prior Year, Current Year. Rows include: 1 Briefly describe the organization's mission... Cable Access Corporation for the Town of Stoughton, Massachusetts. 2 Check this box if the organization discontinued its operations... 3-6 Governing body and employee/volunteer counts. 7a-b Revenue and taxable income. 8-12 Revenue breakdown. 13-19 Expenses breakdown. 20-22 Net assets or fund balances.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here: Signature of officer Robert Mullen Jr, President, Date.
Paid Preparer Use Only: Print/Type preparer's name Gerald F Paolilli CPA, Preparer's signature, Date 04/22/25, Check self-employed, PTIN P00025360, Firm's name Paolilli, Jarek, Hession & Pare, LLC, Firm's EIN 04-3437587, Firm's address 319 Littleton Road, Suite 101, Westford, MA 01886, Phone no. 978-392-3400

May the IRS discuss this return with the preparer shown above? See instructions Yes No

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III [X]

1 Briefly describe the organization's mission: Cable Access Corporation for the Town of Stoughton, Massachusetts.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? [ ] Yes [X] No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? [ ] Yes [X] No

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code: ) (Expenses \$ including grants of \$ ) (Revenue \$ )

The Corporation provides community programming, educational programing and training to Stoughton residents and institutions who are members, in the use of television production facilities. It also provides the use of access channels for the airing of local programming, community events, and municipal government proceedings.

4b (Code: ) (Expenses \$ including grants of \$ ) (Revenue \$ )

N/A

4c (Code: ) (Expenses \$ including grants of \$ ) (Revenue \$ )

N/A

4d Other program services (Describe on Schedule O.) (Expenses \$ 491,120 including grants of \$ ) (Revenue \$ )

4e Total program service expenses 491,120

**Part IV Checklist of Required Schedules**

	Yes	No
<b>1</b> Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? <i>If "Yes," complete Schedule A</i>	<input checked="" type="checkbox"/>	
<b>2</b> Is the organization required to complete Schedule B, Schedule of Contributors? See instructions		<input checked="" type="checkbox"/>
<b>3</b> Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? <i>If "Yes," complete Schedule C, Part I</i>		<input checked="" type="checkbox"/>
<b>4 Section 501(c)(3) organizations.</b> Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? <i>If "Yes," complete Schedule C, Part II</i>		<input checked="" type="checkbox"/>
<b>5</b> Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Rev. Proc. 98-19? <i>If "Yes," complete Schedule C, Part III</i>		<input checked="" type="checkbox"/>
<b>6</b> Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? <i>If "Yes," complete Schedule D, Part I</i>		<input checked="" type="checkbox"/>
<b>7</b> Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? <i>If "Yes," complete Schedule D, Part II</i>		<input checked="" type="checkbox"/>
<b>8</b> Did the organization maintain collections of works of art, historical treasures, or other similar assets? <i>If "Yes," complete Schedule D, Part III</i>		<input checked="" type="checkbox"/>
<b>9</b> Did the organization report an amount in Part X, line 21, for escrow or custodial account liability; serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? <i>If "Yes," complete Schedule D, Part IV</i>		<input checked="" type="checkbox"/>
<b>10</b> Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi-endowments? <i>If "Yes," complete Schedule D, Part V</i>		<input checked="" type="checkbox"/>
<b>11</b> If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X, as applicable.		
<b>a</b> Did the organization report an amount for land, buildings, and equipment in Part X, line 10? <i>If "Yes," complete Schedule D, Part VI</i>	<input checked="" type="checkbox"/>	
<b>b</b> Did the organization report an amount for investments—other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VII</i>		<input checked="" type="checkbox"/>
<b>c</b> Did the organization report an amount for investments—program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VIII</i>		<input checked="" type="checkbox"/>
<b>d</b> Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part IX</i>	<input checked="" type="checkbox"/>	
<b>e</b> Did the organization report an amount for other liabilities in Part X, line 25? <i>If "Yes," complete Schedule D, Part X</i>	<input checked="" type="checkbox"/>	
<b>f</b> Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? <i>If "Yes," complete Schedule D, Part X</i>		<input checked="" type="checkbox"/>
<b>12a</b> Did the organization obtain separate, independent audited financial statements for the tax year? <i>If "Yes," complete Schedule D, Parts XI and XII</i>		<input checked="" type="checkbox"/>
<b>b</b> Was the organization included in consolidated, independent audited financial statements for the tax year? <i>If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional</i>		<input checked="" type="checkbox"/>
<b>13</b> Is the organization a school described in section 170(b)(1)(A)(ii)? <i>If "Yes," complete Schedule E</i>		<input checked="" type="checkbox"/>
<b>14a</b> Did the organization maintain an office, employees, or agents outside of the United States?		<input checked="" type="checkbox"/>
<b>b</b> Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? <i>If "Yes," complete Schedule F, Parts I and IV</i>		<input checked="" type="checkbox"/>
<b>15</b> Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? <i>If "Yes," complete Schedule F, Parts II and IV</i>		<input checked="" type="checkbox"/>
<b>16</b> Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? <i>If "Yes," complete Schedule F, Parts III and IV</i>		<input checked="" type="checkbox"/>
<b>17</b> Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? <i>If "Yes," complete Schedule G, Part I.</i> See instructions		<input checked="" type="checkbox"/>
<b>18</b> Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? <i>If "Yes," complete Schedule G, Part II</i>		<input checked="" type="checkbox"/>
<b>19</b> Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? <i>If "Yes," complete Schedule G, Part III</i>		<input checked="" type="checkbox"/>
<b>20a</b> Did the organization operate one or more hospital facilities? <i>If "Yes," complete Schedule H</i>		<input checked="" type="checkbox"/>
<b>b</b> If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?		
<b>21</b> Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? <i>If "Yes," complete Schedule I, Parts I and II</i>		<input checked="" type="checkbox"/>

**Part IV Checklist of Required Schedules (continued)**

		Yes	No
22	Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? <i>If "Yes," complete Schedule I, Parts I and III</i>		X
23	Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? <i>If "Yes," complete Schedule J</i>		X
24a	Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? <i>If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a</i>		X
b	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?		
c	Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?		
d	Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?		
25a	<b>Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations.</b> Did the organization engage in an excess benefit transaction with a disqualified person during the year? <i>If "Yes," complete Schedule L, Part I</i>		X
b	Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? <i>If "Yes," complete Schedule L, Part I</i>		X
26	Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? <i>If "Yes," complete Schedule L, Part II</i>		X
27	Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? <i>If "Yes," complete Schedule L, Part III</i>		X
28	Was the organization a party to a business transaction with one of the following parties? (See the Schedule L, Part IV, instructions for applicable filing thresholds, conditions, and exceptions).		
a	A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? <i>If "Yes," complete Schedule L, Part IV</i>		X
b	A family member of any individual described in line 28a? <i>If "Yes," complete Schedule L, Part IV</i>		X
c	A 35% controlled entity of one or more individuals and/or organizations described in line 28a or 28b? <i>If "Yes," complete Schedule L, Part IV</i>		X
29	Did the organization receive more than \$25,000 in noncash contributions? <i>If "Yes," complete Schedule M</i>		X
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? <i>If "Yes," complete Schedule M</i>		X
31	Did the organization liquidate, terminate, or dissolve and cease operations? <i>If "Yes," complete Schedule N, Part I</i>		X
32	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? <i>If "Yes," complete Schedule N, Part II</i>		X
33	Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? <i>If "Yes," complete Schedule R, Part I</i>		X
34	Was the organization related to any tax-exempt or taxable entity? <i>If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1</i>		X
35a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?		X
b	If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? <i>If "Yes," complete Schedule R, Part V, line 2</i>		
36	<b>Section 501(c)(3) organizations.</b> Did the organization make any transfers to an exempt non-charitable related organization? <i>If "Yes," complete Schedule R, Part V, line 2</i>		X
37	Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? <i>If "Yes," complete Schedule R, Part VI</i>		X
38	Did the organization complete Schedule O and provide explanations on Schedule O for Part VI, lines 11b and 19? <b>Note:</b> All Form 990 filers are required to complete Schedule O.	X	

**Part V Statements Regarding Other IRS Filings and Tax Compliance**

Check if Schedule O contains a response or note to any line in this Part V

		Yes	No
1a	Enter the number reported in box 3 of Form 1096. Enter -0- if not applicable		
1b	Enter the number of Forms W-2G included on line 1a. Enter -0- if not applicable		
c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?		

<b>Part V Statements Regarding Other IRS Filings and Tax Compliance (continued)</b>		Yes	No
<b>2a</b>	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return <b>2a</b> <u>11</u>		
<b>b</b>	If at least one is reported on line 2a, did the organization file all required federal employment tax returns?	<input checked="" type="checkbox"/>	
<b>3a</b>	Did the organization have unrelated business gross income of \$1,000 or more during the year?		<input checked="" type="checkbox"/>
<b>b</b>	If "Yes," has it filed a Form 990-T for this year? <i>If "No" to line 3b, provide an explanation on Schedule O</i>		
<b>4a</b>	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?		<input checked="" type="checkbox"/>
<b>b</b>	If "Yes," enter the name of the foreign country See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).		
<b>5a</b>	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?		<input checked="" type="checkbox"/>
<b>b</b>	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?		<input checked="" type="checkbox"/>
<b>c</b>	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?		
<b>6a</b>	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?		<input checked="" type="checkbox"/>
<b>b</b>	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?		
<b>7</b>	<b>Organizations that may receive deductible contributions under section 170(c).</b>		
<b>a</b>	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?		<input checked="" type="checkbox"/>
<b>b</b>	If "Yes," did the organization notify the donor of the value of the goods or services provided?		
<b>c</b>	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?		<input checked="" type="checkbox"/>
<b>d</b>	If "Yes," indicate the number of Forms 8282 filed during the year <b>7d</b>		
<b>e</b>	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?		<input checked="" type="checkbox"/>
<b>f</b>	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?		<input checked="" type="checkbox"/>
<b>g</b>	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?		<input checked="" type="checkbox"/>
<b>h</b>	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?		<input checked="" type="checkbox"/>
<b>8</b>	<b>Sponsoring organizations maintaining donor advised funds.</b> Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?		
<b>9</b>	<b>Sponsoring organizations maintaining donor advised funds.</b>		
<b>a</b>	Did the sponsoring organization make any taxable distributions under section 4966?		
<b>b</b>	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?		
<b>10</b>	<b>Section 501(c)(7) organizations.</b> Enter:		
<b>a</b>	Initiation fees and capital contributions included on Part VIII, line 12 <b>10a</b>		
<b>b</b>	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities <b>10b</b>		
<b>11</b>	<b>Section 501(c)(12) organizations.</b> Enter:		
<b>a</b>	Gross income from members or shareholders <b>11a</b>		
<b>b</b>	Gross income from other sources. (Do not net amounts due or paid to other sources against amounts due or received from them.) <b>11b</b>		
<b>12a</b>	<b>Section 4947(a)(1) non-exempt charitable trusts.</b> Is the organization filing Form 990 in lieu of Form 1041?		
<b>b</b>	If "Yes," enter the amount of tax-exempt interest received or accrued during the year <b>12b</b>		
<b>13</b>	<b>Section 501(c)(29) qualified nonprofit health insurance issuers.</b>		
<b>a</b>	Is the organization licensed to issue qualified health plans in more than one state? <b>Note:</b> See the instructions for additional information the organization must report on Schedule O.		
<b>b</b>	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans <b>13b</b>		
<b>c</b>	Enter the amount of reserves on hand <b>13c</b>		
<b>14a</b>	Did the organization receive any payments for indoor tanning services during the tax year?		<input checked="" type="checkbox"/>
<b>b</b>	If "Yes," has it filed a Form 720 to report these payments? <i>If "No," provide an explanation on Schedule O</i>		
<b>15</b>	Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see instructions and file Form 4720, Schedule N.		<input checked="" type="checkbox"/>
<b>16</b>	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.		<input checked="" type="checkbox"/>
<b>17</b>	<b>Section 501(c)(21) organizations.</b> Did the trust, any disqualified or other person engage in any activities that would result in the imposition of an excise tax under section 4951, 4952 or 4953? If "Yes," complete Form 6069.		

**Part VI Governance, Management, and Disclosure** For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions. Check if Schedule O contains a response or note to any line in this Part VI

**Section A. Governing Body and Management**

		Yes	No
<b>1a</b>	Enter the number of voting members of the governing body at the end of the tax year If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O.		
	5		
<b>b</b>	Enter the number of voting members included on line 1a, above, who are independent		
	5		
<b>2</b>	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?		<input checked="" type="checkbox"/>
<b>3</b>	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person?		<input checked="" type="checkbox"/>
<b>4</b>	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?		<input checked="" type="checkbox"/>
<b>5</b>	Did the organization become aware during the year of a significant diversion of the organization's assets?		<input checked="" type="checkbox"/>
<b>6</b>	Did the organization have members or stockholders?		<input checked="" type="checkbox"/>
<b>7a</b>	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?	<input checked="" type="checkbox"/>	
<b>b</b>	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?		<input checked="" type="checkbox"/>
<b>8</b>	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:		
<b>a</b>	The governing body?	<input checked="" type="checkbox"/>	
<b>b</b>	Each committee with authority to act on behalf of the governing body?	<input checked="" type="checkbox"/>	
<b>9</b>	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses on Schedule O		<input checked="" type="checkbox"/>

**Section B. Policies** (This Section B requests information about policies not required by the Internal Revenue Code.)

		Yes	No
<b>10a</b>	Did the organization have local chapters, branches, or affiliates?		<input checked="" type="checkbox"/>
<b>b</b>	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?		
<b>11a</b>	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?		<input checked="" type="checkbox"/>
<b>b</b>	Describe on Schedule O the process, if any, used by the organization to review this Form 990.		
<b>12a</b>	Did the organization have a written conflict of interest policy? If "No," go to line 13		<input checked="" type="checkbox"/>
<b>b</b>	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?		
<b>c</b>	Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe on Schedule O how this was done		
<b>13</b>	Did the organization have a written whistleblower policy?		<input checked="" type="checkbox"/>
<b>14</b>	Did the organization have a written document retention and destruction policy?		<input checked="" type="checkbox"/>
<b>15</b>	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?		
<b>a</b>	The organization's CEO, Executive Director, or top management official	<input checked="" type="checkbox"/>	
<b>b</b>	Other officers or key employees of the organization		<input checked="" type="checkbox"/>
	If "Yes" to line 15a or 15b, describe the process on Schedule O. See instructions.		
<b>16a</b>	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?		<input checked="" type="checkbox"/>
<b>b</b>	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?		

**Section C. Disclosure**

<b>17</b>	List the states with which a copy of this Form 990 is required to be filed <u>MA</u>
<b>18</b>	Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply. <input type="checkbox"/> Own website <input type="checkbox"/> Another's website <input checked="" type="checkbox"/> Upon request <input type="checkbox"/> Other (explain on Schedule O)
<b>19</b>	Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.
<b>20</b>	State the name, address, and telephone number of the person who possesses the organization's books and records. Stoughton Media Access Corp 421 Page Street Stoughton MA 02072 781-341-1708

**Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors**

Check if Schedule O contains a response or note to any line in this Part VII

**Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees**

**1a** Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
  - List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
  - List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (box 5 of Form W-2, box 6 of Form 1099-MISC, and/or box 1 of Form 1099-NEC) of more than \$100,000 from the organization and any related organizations.
  - List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
  - List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.
- See the instructions for the order in which to list the persons above.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/ 1099-MISC/ 1099-NEC)	(E) Reportable compensation from related organizations (W-2/ 1099-MISC/ 1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) Stephen Bates ..... Treasurer	0.00 ..... 0.00	X		X				0	0	0
(2) Gina Coe ..... Director	0.00 ..... 0.00	X						0	0	0
(3) Robert Mullen Jr ..... President	0.00 ..... 0.00	X		X				0	0	0
(4) David Lurie ..... Clerk	0.00 ..... 0.00	X		X				0	0	0
(5) .....										
(6) .....										
(7) .....										
(8) .....										
(9) .....										
(10) .....										
(11) .....										

**Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)**

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/ 1099-MISC/ 1099-NEC)	(E) Reportable compensation from related organizations (W-2/ 1099-MISC/ 1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(12) .....										
(13) .....										
(14) .....										
(15) .....										
(16) .....										
(17) .....										
(18) .....										
(19) .....										
<b>1b Subtotal</b> .....										
<b>c Total from continuation sheets to Part VII, Section A</b> .....										
<b>d Total (add lines 1b and 1c)</b> .....										

**2** Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization

	Yes	No
<b>3</b> Did the organization list any <b>former</b> officer, director, trustee, key employee, or highest compensated employee on line 1a? <i>If "Yes," complete Schedule J for such individual</i> .....		X
<b>4</b> For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? <i>If "Yes," complete Schedule J for such individual</i> .....		X
<b>5</b> Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? <i>If "Yes," complete Schedule J for such person</i> .....		X

**Section B. Independent Contractors**

**1** Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation

**2** Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization

**Part VIII Statement of Revenue**

Check if Schedule O contains a response or note to any line in this Part VIII

		(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514	
<b>Contributions, Gifts, Grants and Other Similar Amounts</b>	<b>1a</b> Federated campaigns	<b>1a</b>				
	<b>b</b> Membership dues	<b>1b</b>				
	<b>c</b> Fundraising events	<b>1c</b>				
	<b>d</b> Related organizations	<b>1d</b>				
	<b>e</b> Government grants (contributions)	<b>1e</b>				
	<b>f</b> All other contributions, gifts, grants, and similar amounts not included above	<b>1f</b>	470,795			
	<b>g</b> Noncash contributions included in lines 1a-1f	<b>1g</b> \$				
	<b>h Total.</b> Add lines 1a-1f		470,795			
<b>Program Service Revenue</b>	<b>2a</b> Membership Dues	Business Code	375	375		
	<b>b</b>					
	<b>c</b>					
	<b>d</b>					
	<b>e</b>					
	<b>f</b> All other program service revenue					
	<b>g Total.</b> Add lines 2a-2f		375			
<b>Other Revenue</b>	<b>3</b> Investment income (including dividends, interest, and other similar amounts)		5,114	5,114		
	<b>4</b> Income from investment of tax-exempt bond proceeds					
	<b>5</b> Royalties					
	<b>6a</b> Gross rents	(i) Real				
		(ii) Personal				
		<b>6a</b>				
	<b>b</b> Less: rental expenses	<b>6b</b>				
	<b>c</b> Rental inc. or (loss)	<b>6c</b>				
	<b>d</b> Net rental income or (loss)					
	<b>7a</b> Gross amount from sales of assets other than inventory	(i) Securities				
		(ii) Other				
		<b>7a</b>				
	<b>b</b> Less: cost or other basis and sales exps.	<b>7b</b>				
	<b>c</b> Gain or (loss)	<b>7c</b>				
	<b>d</b> Net gain or (loss)					
<b>8a</b> Gross income from fundraising events (not including \$ of contributions reported on line 1c). See Part IV, line 18						
	<b>8a</b>					
	<b>b</b> Less: direct expenses	<b>8b</b>				
<b>c</b> Net income or (loss) from fundraising events						
<b>9a</b> Gross income from gaming activities. See Part IV, line 19						
	<b>9a</b>					
	<b>b</b> Less: direct expenses	<b>9b</b>				
<b>c</b> Net income or (loss) from gaming activities						
<b>10a</b> Gross sales of inventory, less returns and allowances						
	<b>10a</b>					
	<b>b</b> Less: cost of goods sold	<b>10b</b>				
<b>c</b> Net income or (loss) from sales of inventory						
<b>Miscellaneous Revenue</b>	<b>11a</b>	Business Code				
	<b>b</b>					
	<b>c</b>					
	<b>d</b> All other revenue					
	<b>e Total.</b> Add lines 11a-11d					
<b>12 Total revenue.</b> See instructions		476,284	5,489	0	0	

**Part IX Statement of Functional Expenses**

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX

<b>Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.</b>	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees				
6 Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	227,224	166,610	60,614	
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)	1,788	1,198	590	
9 Other employee benefits				
10 Payroll taxes	26,806	19,627	7,179	
11 Fees for services (nonemployees):				
a Management				
b Legal	17,332	17,332		
c Accounting	10,250		10,250	
d Lobbying				
e Professional fundraising services. See Part IV, line 7				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O.)				
12 Advertising and promotion	3,802	3,802		
13 Office expenses				
14 Information technology				
15 Royalties				
16 Occupancy	70,768	70,768		
17 Travel				
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	116,581	116,581		
23 Insurance				
24 Other expenses. Itemize expenses not covered above. (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a Studio Expense	59,796	59,796		
b Office Expenses	16,999	16,999		
c Insurance	13,526	8,492	5,034	
d Payroll Processing	5,102	5,102		
e All other expenses	4,813	4,813		
<b>25 Total functional expenses.</b> Add lines 1 through 24e	<b>574,787</b>	<b>491,120</b>	<b>83,667</b>	<b>0</b>
26 <b>Joint costs.</b> Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720)				

**Part X Balance Sheet**

Check if Schedule O contains a response or note to any line in this Part X

		(A) Beginning of year		(B) End of year
<b>Assets</b>	<b>1</b> Cash—non-interest-bearing	617,600	<b>1</b>	639,129
	<b>2</b> Savings and temporary cash investments		<b>2</b>	50
	<b>3</b> Pledges and grants receivable, net		<b>3</b>	
	<b>4</b> Accounts receivable, net	96,999	<b>4</b>	38,949
	<b>5</b> Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		<b>5</b>	
	<b>6</b> Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)		<b>6</b>	
	<b>7</b> Notes and loans receivable, net		<b>7</b>	
	<b>8</b> Inventories for sale or use		<b>8</b>	
	<b>9</b> Prepaid expenses and deferred charges		<b>9</b>	
	<b>10a</b> Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	<b>10a</b> 919,545		
	<b>b</b> Less: accumulated depreciation	<b>10b</b> 867,799	116,945	<b>10c</b> 51,746
	<b>11</b> Investments—publicly traded securities		<b>11</b>	
	<b>12</b> Investments—other securities. See Part IV, line 11		<b>12</b>	
	<b>13</b> Investments—program-related. See Part IV, line 11		<b>13</b>	
	<b>14</b> Intangible assets		<b>14</b>	
	<b>15</b> Other assets. See Part IV, line 11	74,210	<b>15</b>	40,975
<b>16 Total assets.</b> Add lines 1 through 15 (must equal line 33)	905,754	<b>16</b>	770,849	
<b>Liabilities</b>	<b>17</b> Accounts payable and accrued expenses	13,037	<b>17</b>	9,989
	<b>18</b> Grants payable		<b>18</b>	
	<b>19</b> Deferred revenue		<b>19</b>	
	<b>20</b> Tax-exempt bond liabilities		<b>20</b>	
	<b>21</b> Escrow or custodial account liability. Complete Part IV of Schedule D		<b>21</b>	
	<b>22</b> Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		<b>22</b>	
	<b>23</b> Secured mortgages and notes payable to unrelated third parties		<b>23</b>	
	<b>24</b> Unsecured notes and loans payable to unrelated third parties		<b>24</b>	
	<b>25</b> Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D	72,448	<b>25</b>	39,094
	<b>26 Total liabilities.</b> Add lines 17 through 25	85,485	<b>26</b>	49,083
	<b>Net Assets or Fund Balances</b>	<b>Organizations that follow FASB ASC 958, check here</b> <input checked="" type="checkbox"/> <b>and complete lines 27, 28, 32, and 33.</b>		
<b>27</b> Net assets without donor restrictions		820,269	<b>27</b>	721,766
<b>28</b> Net assets with donor restrictions			<b>28</b>	
<b>Organizations that do not follow FASB ASC 958, check here</b> <input type="checkbox"/> <b>and complete lines 29 through 33.</b>				
<b>29</b> Capital stock or trust principal, or current funds			<b>29</b>	
<b>30</b> Paid-in or capital surplus, or land, building, or equipment fund			<b>30</b>	
<b>31</b> Retained earnings, endowment, accumulated income, or other funds			<b>31</b>	
<b>32 Total net assets or fund balances</b>		820,269	<b>32</b>	721,766
<b>33 Total liabilities and net assets/fund balances</b>	905,754	<b>33</b>	770,849	

**Part XI Reconciliation of Net Assets**

Check if Schedule O contains a response or note to any line in this Part XI

<b>1</b>	Total revenue (must equal Part VIII, column (A), line 12)	<b>1</b>	476,284
<b>2</b>	Total expenses (must equal Part IX, column (A), line 25)	<b>2</b>	574,787
<b>3</b>	Revenue less expenses. Subtract line 2 from line 1	<b>3</b>	-98,503
<b>4</b>	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	<b>4</b>	820,269
<b>5</b>	Net unrealized gains (losses) on investments	<b>5</b>	
<b>6</b>	Donated services and use of facilities	<b>6</b>	
<b>7</b>	Investment expenses	<b>7</b>	
<b>8</b>	Prior period adjustments	<b>8</b>	
<b>9</b>	Other changes in net assets or fund balances (explain on Schedule O)	<b>9</b>	
<b>10</b>	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	<b>10</b>	721,766

**Part XII Financial Statements and Reporting**

Check if Schedule O contains a response or note to any line in this Part XII

		Yes	No
<b>1</b>	Accounting method used to prepare the Form 990: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual <input type="checkbox"/> Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain on Schedule O.		
<b>2a</b>	Were the organization's financial statements compiled or reviewed by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both. <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		X
<b>b</b>	Were the organization's financial statements audited by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both. <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		X
<b>c</b>	If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.		
<b>3a</b>	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Uniform Guidance, 2 C.F.R. Part 200, Subpart F?		
<b>b</b>	If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits		

SCHEDULE D (Form 990)

Department of the Treasury Internal Revenue Service

Supplemental Financial Statements Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b. Attach to Form 990.

Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2023

Open to Public Inspection

Name of the organization

Employer identification number

Stoughton Media Access Corporation

94-3472892

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts

Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

Table with 2 columns: (a) Donor advised funds, (b) Funds and other accounts. Rows include: 1 Total number at end of year, 2 Aggregate value of contributions to (during year), 3 Aggregate value of grants from (during year), 4 Aggregate value at end of year, 5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control?, 6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit?

Part II Conservation Easements

Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

Table with 2 columns: Description, Held at the End of the Tax Year. Rows include: 1 Purpose(s) of conservation easements held by the organization (check all that apply), 2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year, 3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year, 4 Number of states where property subject to conservation easement is located, 5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds?, 6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year, 7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year, 8 Does each conservation easement reported on line 2d above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)?, 9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets

Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

Table with 2 columns: Description, Amount. Rows include: 1a If the organization elected, as permitted under FASB ASC 958, not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide in Part XIII the text of the footnote to its financial statements that describes these items., b If the organization elected, as permitted under FASB ASC 958, to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items., (i) Revenue included on Form 990, Part VIII, line 1, (ii) Assets included in Form 990, Part X, 2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under FASB ASC 958 relating to these items., a Revenue included on Form 990, Part VIII, line 1, b Assets included in Form 990, Part X

**Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets (continued)**

- 3 Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply).
- a  Public exhibition
  - b  Scholarly research
  - c  Preservation for future generations
  - d  Loan or exchange program
  - e  Other .....
- 4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.
- 5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection?  Yes  No

**Part IV Escrow and Custodial Arrangements**

Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

- 1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X?  Yes  No
- b If "Yes," explain the arrangement in Part XIII and complete the following table.
- |                                       | Amount |
|---------------------------------------|--------|
| c Beginning balance .....             | 1c     |
| d Additions during the year .....     | 1d     |
| e Distributions during the year ..... | 1e     |
| f Ending balance .....                | 1f     |
- 2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability?  Yes  No
- b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII .....

**Part V Endowment Funds**

Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance .....					
b Contributions .....					
c Net investment earnings, gains, and losses .....					
d Grants or scholarships .....					
e Other expenditures for facilities and programs .....					
f Administrative expenses .....					
g End of year balance .....					

- 2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:
- a Board designated or quasi-endowment .....
  - b Permanent endowment .....
  - c Term endowment .....
- The percentages on lines 2a, 2b, and 2c should equal 100%.
- 3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:
- |  | Yes    | No |
|--|--------|----|
| (i) Unrelated organizations? .....   | 3a(i)  |    |
| (ii) Related organizations? .....  | 3a(ii) |    |
| b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R? ..... | 3b     |    |
- 4 Describe in Part XIII the intended uses of the organization's endowment funds.

**Part VI Land, Buildings, and Equipment**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land .....				
b Buildings .....				
c Leasehold improvements .....				
d Equipment .....				
e Other .....		919,545	867,799	51,746
<b>Total.</b> Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, line 10c, column (B)) .....				51,746

**Part VII Investments – Other Securities**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
<b>Total.</b> (Column (b) must equal Form 990, Part X, line 12, col. (B))		

**Part VIII Investments – Program Related**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
<b>Total.</b> (Column (b) must equal Form 990, Part X, line 13, col. (B))		

**Part IX Other Assets**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1) Right-ofUse Asset	38,775
(2) Security Deposits Asset	2,200
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
<b>Total.</b> (Column (b) must equal Form 990, Part X, line 15, col. (B))	40,975

**Part X Other Liabilities**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2) Righ-ofUse Lease Liablility	39,094
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
<b>Total.</b> (Column (b) must equal Form 990, Part X, line 25, col. (B))	39,094

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII





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**FW: SMAC/Stoughton et al. - Conference to Discuss Pre-Trial Schedule**

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**From** Joseph Zoppo <jzoppo@pereszoppo.com>  
**Date** Tue 2025-07-22 6:08 PM  
**To** Brian Winner <brian@mtclawyers.com>  
**Cc** Eileen Feeney <Efeeney@pereszoppo.com>

 3 attachments (956 KB)

SMAC Page Street Studio Inventory.pdf; SMAC Town Hall Control Room Inventory.pdf; FY2024 SMAC Form 990 - Secured.pdf;

Hi Brian please see attached and below.

Eileen will contact your office with the password.

Thanks

Attorney Joseph P. Zoppo



**Please direct all correspondence/mail to our Stoughton address**

6 Cabot Place, Suite 10  
Stoughton MA, 02072

And

One Boston Place  
Suite 2600  
Boston, MA 02108

781-436-8440 (Stoughton)  
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**From:** Joseph Zoppo

**Sent:** Tuesday, July 15, 2025 12:23 PM

**To:** Lenny Kesten <lkesten@bhpklaw.com>

**Cc:** Crystal Huff <chuff@bhpklaw.com>; Debora Corbett <dcorbett@bhpklaw.com>; Matthew D. Rodgers <mroddgers@eckertseamans.com>; Trevin C. Schmidt <tschmidt@eckertseamans.com>; Zachary M. Wallack <zwallack@eckertseamans.com>; Eileen Feeney <Efeeney@pereszoppo.com>; David Murphy <dmurphy@pereszoppo.com>

**Subject:** RE: SMAC/Stoughton et al. - Conference to Discuss Pre-Trial Schedule

Dear Attorney Kesten,

Attached is SMAC's Annual Report. This is being sent to you as counsel for the Town of Stoughton. Please advise if this should be directed elsewhere.

The Form 990 is password protected.

We will call Debora Corbett with the password.

Thanks

Attorney Joseph P. Zoppo



**Please direct all correspondence/mail to our Stoughton address**

6 Cabot Place, Suite 10  
Stoughton MA, 02072

And

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# STOUGHTON MEDIA ACCESS CORPORATION

<b><u>Studio Equipment Inventory List</u></b>			<b><u>421 Page Street</u></b>		
<b>Qty</b>	<b>Description</b>	<b>Manufacturer</b>	<b>Model</b>	<b>Condition</b>	<b>Location</b>
1	4K XD Handheld Camera	Sony	XD Camera	New	Studio
2	IMac	Apple	MiniMac	New	Studio
	IMac	Apple	MiniMac	New	Studio
1	Tripods	Manfrotto	MVK502055XPRO3	New	Studio
1	TeraStation	Buffalo	16TB Business	New	Studio
1	Fridge	Insignia	10 Cu. Ft.	New	Studio
1	Desktop computer	Dell	OPTIPLEX	New	Studio
1	Monitor	AOPEN	27CV1	New	Studio
1	Podcasting Microphone	Rode	Dynamic Podcasting Mic	New	Studio
1	4K Field Camera	Sony	PXW-Z90V	New	Studio
1	Portable Lighting Kit	GVM	800D-RGB - 3 lights	New	Studio
1	HP Laptop	HP	Envy	New	Studio
1	iPad	Apple	Dark Grey	New	Studio
1	Zoom Mic	Zoom	Multichannel	New	Studio
1	Laptop	HP	Pavillion	New	Studio
2	Open Gear 2x4 3G HD-SDI DA	AJA	OG-3GDA-2x4	New	Studio
1	Cablecast Live Streaming Server (Edu/Pub)	Tightrope	CBL-LIVE-350	New	Studio
1	Cablecast Live Streaming Server (Edu/Pub)	Tightrope	CBL-LIVE-350	New	Studio
1	Rackmount for Below	Middle Atlantic	RSH4A2S	New	Studio
1	Helo h.264 recorder	AJA	HeloPlus	New	Studio
1	31" 4K Monitor for TC Zoom interface	Lilliput	BM310-4KS-VBP	New	Studio
1	Terrastation NAS 60TB	Buffalo	TS5420RN6004	New	Studio
1	Till Wall Mount for Samsung	Chief Fusion	LTM1U	New	Studio
1	17" Rackmount monitor w/waveform	Swit	S-1173F	New	Studio
1	Dual Full HD Rackmount Monitor	Swit	M-1093H	New	Studio
1	65" Monitor	Samsung	QN65Q60BAF	New	Studio
1	2 Stripe Control Surface	Newtek	2Stripe	New	Studio
1	Tricaster Elite 2	Newtek	TC2E3RU	New	Studio
1	Laptop	Dell	15-eg0025nr	Very good	Studio
1	Large Monitor	Samsung	Professional 65" BE65T-H	Very good	Studio
1	Tripods	Manfrotto	MVK502055XPRO3	Very good	Studio
1	Tripods	Manfrotto	MVK502055XPRO3	Very good	Studio
1	Mac Studio	Apple	Z14K	Very good	Studio
1	Mac Studio	Apple	Z14K	Very good	Studio

# STOUGHTON MEDIA ACCESS CORPORATION

Qty	Description	Manufacturer	Model	Condition	Location
1	Mac Studio	Apple	Z14K	Very good	Studio
1	Mac Studio	Apple	Z14K	Very good	Studio
1	Mouse & Keyboard	Apple	A2520 & A1657	Very good	Studio
1	Mouse & Keyboard	Apple	A2520 & A1657	Very good	Studio
1	Mouse & Keyboard	Apple	A2520 & A1657	Very good	Studio
1	Mouse & Keyboard	Apple	A2520 & A1657	Very good	Studio
1	Monitor	Dell	S2722QC	Very good	Studio
1	Monitor	Dell	S2722QC	Very good	Studio
1	Monitor	Dell	S2722QC	Very good	Studio
4	IMac 2019	Apple	IMac	Good	Studio
	IMac 2019	Apple	IMac	Good	Studio
	IMac 2019	Apple	IMac	Good	Studio
	IMac 2019	Apple	IMac	Good	Studio
2	IMac 2010	Apple	IMac	Obsolete	Studio
	IMac 2010	Apple	IMac	Obsolete	Studio
1	Mac pro 2012	Apple	Mac Pro	Obsolete	Studio
2	IMac 2013	Apple	IMac	Obsolete	Studio
	IMac 2013	Apple	IMac	Obsolete	Studio
1	HP Pavilion	HP	15	New	Studio
1	Dell Inspiron 3670	Dell	D19M	Good	Studio
1	HP Podest	HP	400G5SFF	New	Studio
1	3 Lite Kit	ARRI	571961W	Good	Studio
1	Wide Lens	JVC	GI-VO746	Good	Studio
1	Camera	Cannon	EOS 70D	Good	Studio
1	Lens	Cannon	18 to 135 Zoom	Good	Studio
1	Lens	Sigma	50 mm Primelens	Good	Studio
1	Lens	Cannon	24 mm Primelens	Good	Studio
1	Eye in the Sky		Camera Platform	Good	Studio
1	Sound Board	Yamaha	MG24/14FX	Good	Studio
1	Sound Board	Mackie	1402-VLZ Pro	Good	Studio
2	AJA Recorder	AJA	KiPro Rack	Good	Studio
1	DVD Copier	Microboard	QD-DVD-H127	Good	Studio
2	TriPods	Manfrotto	55	New	Studio
	TriPods	Manfrotto	55	New	Studio
2	Tripods	Manfrotto	190xproB	Fair	Studio
3	Tripods	Sony	VCTVPR100	Fair	Studio
3	Tripods	Manfrotto	290 Extra	Fair	Studio
1	Tripods	FlyCam		Good	Studio
2	Camera	Sony	HXR-NX30U	Fair	Studio

# STOUGHTON MEDIA ACCESS CORPORATION

Qty	Description	Manufacturer	Model	Condition	Location
	Camera	Sony	HXR-NX30U	Fair	Studio
1	Camera	Sony	PXW-X70	Fair	Studio
3	Camera	Sony	PXW-Z90	New	Studio
	Camera	Sony	PXW-Z90	New	Studio
	Camera	Sony	PXW-Z90	New	Studio
1	Production System	Sony	Anycast AWS750	Good	Studio
2	Wireless lav	Sony	URX-P2	Fair	Studio
4	Wireless lav	Sony	URX-P03	Good	Studio
2	Wireless handheld	Sony	URX-P03	Good	Studio
1	Wireless handheld	Sony	URX-P2	Fair	Studio
1	FlowLite			Good	Studio
2	Camera's	JVC	GY-HM150U	Good	Studio
5	Camera's	Sony	HXR-NX5U	Good	Studio
	Camera	Sony	HXR-NX5U	Good	Studio
	Camera	Sony	HXR-NX5U	Good	Studio
	Camera	Sony	HXR-NX5U	Good	Studio
	Camera	Sony	HXR-NX5U	Good	Studio
3	Camera's	Sony	HDXDCAMEX	Good	Studio
	Camera	Sony	HDXDCAMEX	Good	Studio
	Camera	Sony	HDXDCAMEX	Good	Studio
3	Tripods	Manfrotto	114MV	Good	Studio
1	Notebook	HP		New	Studio
1	Monitors	Marshall	M-LYNX-503	New	Studio
1	Monitors	SWIF	3GSDI@HDMI	New	Studio
1	Swtch	TrippLite	KVM 8Port Switch	new	Studio
1	Lens	Cannon	Sigma 70-200mm	Good	Studio
1	Audio	Symextrix	Jupiter 8	New	Studio
2	Video	OpenGear	AJA	New	Studio
1	Distribution	KUNO	1616	New	studio
1	Live Streaming	Cablecast	live 350	New	Studio
1	Video IO	Cablecast	600	New	Studio
1	Video IO	Cablecast	450	New	Studio
1	Battery Back up		2200va	New	Studio
1	Production System	Broadcast Pix	MX8	New	Studio
4	Lights	Smartfade	Parazip 400	Fair	Studio
3	Lights	Smartfade	ETC Spots	Fair	Studio
6	Lights	SmartFade	Parabeams	Fair	Studio
4	Lights	SmatrFade	LEDspots	Fair	Studio
1	Sound Board	Mackie	1604-VLZ PRO	Fair	Studio

# STOUGHTON MEDIA ACCESS CORPORATION

Qty	Description	Manufacturer	Model	Condition	Location
1	Power Conditioner	Furman		Fair	Studio
2	Robotic Video Controller	Digital	ES-2200T	Fair	Studio
1	Sound Mixer PreAmp	Peavey	MMA800T	Fair	Studio
1	Sound Mixer Amp	Peavey	MMA8150T	Fair	Studio
1	Production System Date 2012	Broadcast Pix	Slate G Series	Fair	Studio
2	Audio Control Module	Shure	SCM810	Fair	Studio
2	DVD Player	Tascam	DV-DOIV	Fair	Studio
2	AC Power Controller	Middle Atlantic		Fair	Studio
2	Video Distributors	Kramer	VM50V	Fair	Studio
2	Audio Distributors	Kramer	VM80A	Fair	Studio
3	Power Supplies	Altronix		Fair	Studio
1	Intercom Controller	Anchor	PC-100	Fair	Studio
1	VHS Player	JVC	SR-V101US	Poor	Studio
2	DVD Player	Panasonic	DVD-5500	Poor	Studio
2	Power Strip	Perma Power	R8BZ-15	Fair	Studio
1	Power Center Strip	Middle Atlantic		Fair	Studio
4	Robotic Video Camera	Sony	BRC-300	Fair	Studio
8	Lite Kit	Chauvet		Good	Studio
4	Condensor Mic's	Shure		Fair	Studio
2	Shotgun Condensor Mic's	Audio Technica		Fair	Studio
1	DVD Player	Samsung	BD-D5500	Good	Studio
2	Flash Drives	Sony	HXRFMU128	Fair	Studio
1	Video Camera	Panasonic	HDC-HS900P/PC	Fair	Studio
4	Samsung Plasma TV's	Samsung		Good	Studio
1	Event Tent			Good	Studio
1	Studio Set (background and Desk)			Good	Studio
1	Stage		Portable	Good	Studio
1	Drone	Mavic	Pro	Good	Studio
1	White Board	Smart Board	Board 800	New	Studio
1	Projector	NEC	U310W	New	Studio
1	Printer	Xerox	WorkCenter 650	Obsolete	Studio
1	Shreader	Amazon	Basics	New	Studio
3	Tables		Green Room Table	Good	Studio
12	Chair		Green Room Chairs	Good	Studio
1	Table		Conference Table	Good	Studio
10	Chair		Conference Chair	Good	Studio



# STOUGHTON MEDIA ACCESS CORPORATION Town Hall Control Room

## Town Hall Equipment, 3rd Floor, SMAC Control Room

Qty	Description	Manufacturer	Model	Condition	Location
1	Monitor	LG	32"	New	Town Hall
2	Hand Held Microphones	Sony	Wireless	New	Town Hall
1	Rackmount for Below	Middle Atlantic	RSH4A2S	New	Town Hall
1	Helo h.264 recorder	AJA	HeloPlus	New	Town Hall
1	Laptop	Dell	15-eg0025nr	Very Good	Town Hall
1	Monitor	Dell	S2722QC	Very Good	Town Hall
1	Video Switcher	Newtek	TC410 Plus	Very Good	Town Hall
1	Audio Mixer	Mackie	1202VLZ4	Very Good	Town Hall
1	Control Surface	Newtek	TC1SP	Very Good	Town Hall
3	Spark SDI-NDI	Newtek	Spark Plus	Very Good	Town Hall
1	SDI Audio Embedder	Swit	S-4610	Very Good	Town Hall
1	Audio De-Embedder	Swit	S-4609	Very Good	Town Hall
1	HDMI to SDI Converter	Datavideo	DAC-70	Very Good	Town Hall
1	AJA	Recorder	U-TAP	Very Good	Town Hall
1	Touchview 75" Interactive TV	Touchview	TV75	Very Good	Town Hall
1	PC Module TOUCH VIEW INTERAT	Touchview	TVi5	Very Good	Town Hall
1	Windows 10 License for above	Microsoft	TVWIn10	Very Good	Town Hall
1	Mobile Stand for TV	Touchview	TVFMS	Very Good	Town Hall
1	License Win 10 for PC	Microsoft	3032	Very Good	Town Hall
1	Wireless Mouse/Keyboard Combo	Logitech	920-003376	Very Good	Town Hall
1	Laptop	HP	HP Pavilion	Very Good	Town Hall
1	28 inch 4K Monitor	Tote Vision	78PC720019	Good	Town Hall
1	21.5 inch Led Monitor	Tote Vision	775672001	Good	Town Hall
2	8 Slot Wireless Mic Charger	Shure	SBC850	Good	Town Hall

# STOUGHTON MEDIA ACCESS CORPORATION Town Hall Control Room

Qty	Description	Manufacturer	Model	Condition	Location
16	Gooseneck Wireless Table Mic's	Shure	ULXD8 G50	Good	<a href="#">Town Hall</a>
1	Analog Video to SDI	Kramer	FC-7501	Fair	<a href="#">Town Hall</a>
1	1:5 Audio Distributor	Kramer	VM-50AN	Fair	<a href="#">Town Hall</a>
2	16 Cannel Power Supply's	Altronix		Fair	<a href="#">Town Hall</a>
1	Amplifier	QSC	ISA300Ti	Fair	<a href="#">Town Hall</a>
1	Digital Scan Converter	Kramer	VP-704XL	Fair	<a href="#">Town Hall</a>
2	8 Channel Audio Mixer	Shure	SCM810	Fair	<a href="#">Town Hall</a>
1	4 Channel Audiop mixer	Shure	SCM410	Fair	<a href="#">Town Hall</a>
1	IMac 2010	Apple	IMac	Replaced	<a href="#">Town Hall</a>
4	Antenna Power Dist. System	Shure	UA844+SWB	Fair	<a href="#">Town Hall</a>
17	Wireless Recievers	Shure	QLXD4	Fair	<a href="#">Town Hall</a>
1	IP Camera Remote Controller	Sony	RMIP10	Fair	<a href="#">Town Hall</a>
1	Mic Stand	Atlas		Fair	<a href="#">Town Hall</a>
5	Robotic Camera's	Sony	BRC300	Good	<a href="#">Town Hall</a>
6	Speakers		SM590i	Good	<a href="#">Town Hall</a>

**Rating**

**New**  
**Very Good**  
**Good**  
**Fair**  
**Needs replacement**

# STOUGHTON MEDIA ACCESS CORPORATION

Studio Equipment Inventory List			421 Page Street		Date: 11/01/2024			
Qty	Description	Manufacturer	Model	Serial No.	In Service Year	Cost	Condition	Location
<b>2024-2025</b>								
1	TeraStation	Buffalo	16TB Business	To be installed	2024	\$2,284	New	Studio
1	Fridge	Insignia	10 Cu. Ft.	NS-RTM 10WH2	2024	\$400	New	Studio
1	Desktop computer	Dell	OPTIPLEX	7BNBN34	2024	\$1,550	New	Studio
1	Monitor	AOPEN	27CV1	HA0013410ID943W01MMA	2024	\$135	New	Studio
1	Podcasting Microphone	Rode	Dynamic Podcasting Mic	FG0507986	2024	\$99.00	New	Studio
1	4K Field Camera	Sony	PXW-Z90V	SQ12503826B	2024	\$2,799.00	New	Studio
1	Portable Lighting Kit	GVM	800D-RGB - 3 lights	800D-RGB	2024	\$500.00	New	Studio
<b>2023-2024</b>								
1	HP Laptop	HP	Envy	3430XTN	2024	\$1,300	New	Studio
1	iPad	Apple	Dark Grey	LH2NG9476V	2023	\$300.00	New	Studio
1	Zoom Mic	Zoom	Multichannel	XYH-6/BLK	2023	\$300.00	New	Studio
1	Laptop	HP	Pavillion	5CD20956PD	2023	\$800.00	New	Studio
2	Open Gear 2x4 3G HD-SDI DA	AJA	OG-3GDA-2x4		2023	\$651.00	New	Studio
1	Cablecast Live Streaming Server (Edu/Pub)	Tightrope	CBL-LIVE-350	SN0101106	2023	\$2,023.00	New	Studio
1	Cablecast Live Streaming Server (Edu/Pub)	Tightrope	CBL-LIVE-350	SN0101106	2023	\$2,023.00	New	Studio
1	Rackmount for Below	Middle Atlantic	RSH4A2S		2023	\$142.00	New	Studio
1	Helo h.264 recorder	AJA	HeloPlus		2023	\$1,865.00	New	Studio
1	31" 4K Monitor for TC Zoom interface	Lilliput	BM310-4KS-VBP		2023	\$1,348.00	New	Studio
1	Terrastation NAS 60TB	Buffalo	TS5420RN6004	s40682730400015	2023	\$3,956.00	New	Studio
1	Till Wall Mount for Samsung	Chief Fusion	LTM1U		2023	\$273.00	New	Studio
1	17" Rackmount monitor w/waveform	Swit	S-1173F		2023	\$1,187.00	New	Studio
1	Dual Full HD Rackmount Monitor	Swit	M-1093H		2023	\$2,937.00	New	Studio
1	65" Monitor	Samsung	QN65Q60BAF		2023	\$1,044.00	New	Studio
1	2 Stripe Control Surface	Newtek	2Stripe	NCS213600791520	2023	\$12,495.00	New	Studio
1	Tricaster Elite 2	Newtek	TC2E3RU	NYT607115659143	2023	\$31,995.00	New	Studio
<b>2022-2023</b>								
1	Laptop	Dell	15-eg0025nr	00355-6069747868AAOEM	2022		Very good	Studio
1	Large Monitor	Samsung	Professional 65" BE65T-H		2022		Very good	Studio
1	Tripods	Manfrotto	MVK502055XPRO3		2022		Very good	Studio
1	Tripods	Manfrotto	MVK502055XPRO3		2022		Very good	Studio
1	Mac Studio	Apple	Z14K	K07WCC7PV9	2022		Very good	Studio
1	Mac Studio	Apple	Z14K	NNF2937WW	2022		Very good	Studio
1	Mac Studio	Apple	Z14K	FDSV6FG6NR9	2022		Very good	Studio
1	Mac Studio	Apple	Z14K	XQ3P6PK2P6	2022		Very good	Studio

# STOUGHTON MEDIA ACCESS CORPORATION

Qty	Description	Manufacturer	Model	Serial No.	In Service Year	Cost	Condition	Location
1	Mouse & Keyboard	Apple	A2520 & A1657		2022		Very good	Studio
1	Mouse & Keyboard	Apple	A2520 & A1657		2022		Very good	Studio
1	Mouse & Keyboard	Apple	A2520 & A1657		2022		Very good	Studio
1	Mouse & Keyboard	Apple	A2520 & A1657		2022		Very good	Studio
1	Monitor	Dell	S2722QC		2022		Very good	Studio
1	Monitor	Dell	S2722QC		2022		Very good	Studio
1	Monitor	Dell	S2722QC		2022		Very good	Studio
4	iMac 2019	Apple	iMac	D25Z1021JV40	2019		Good	Studio
	iMac 2019	Apple	iMac	D25Z1028JV40	2019		Good	Studio
	iMac 2019	Apple	iMac	D25Z1025JV40	2019		Good	Studio
	iMac 2019	Apple	iMac	D25Z102CJV40	2019		Good	Studio
2	iMac 2010	Apple	iMac	QP04701UgXU	2010		Obsolete	Studio
	iMac 2010	Apple	iMac	W8039010GXU	2010		Obsolete	Studio
1	Mac pro 2012	Apple	Mac Pro	C07HT1EEF4MC	2012		Obsolete	Studio
2	iMac 2013	Apple	iMac	D25PJODFF8J8	2013		Obsolete	Studio
	iMac 2013	Apple	iMac	D25PHI5TF8J8	2013		Obsolete	Studio
1	HP Pavilion	HP	15	SCD20956DO			New	Studio
1	Dell Inspiron 3670	Dell	D19M	GITHOQ2			Good	Studio
1	HP Podest	HP	400G5SFF	MXL924221GH			New	Studio
1	3 Lite Kit	ARRI	571961W				Good	Studio
1	Wide Lens	JVC	GI-VO746				Good	Studio
1	Camera	Cannon	EOS 70D	1.32026E+11			Good	Studio
1	Lens	Cannon	18 to 135 Zoom	1722034852			Good	Studio
1	Lens	Sigma	50 mm Primelens	14822287			Good	Studio
1	Lens	Cannon	24 mm Primelens	2801101980			Good	Studio
1	Eye in the Sky		Camera Platform				Good	Studio
1	Sound Board	Yamaha	MG24/14FX	UCCQN01011			Good	Studio
1	Sound Board	Mackie	1402-VLZ Pro	21bt45372			Good	Studio
2	AJA Recorder	AJA	KiPro Rack	6B010765			Good	Studio
1	DVD Copier	Microboard	QD-DVD-H127	QDUDSH700269			Good	Studio
2	TriPods	Manfrotto	55	RE233243			New	Studio
	TriPods	Manfrotto	55	Re233013			New	Studio
2	Tripods	Manfrotto	190xproB				Fair	Studio
3	Tripods	Sony	VCTVPR100				Fair	Studio
3	Tripods	Manfrotto	290 Extra				Fair	Studio
1	Tripods	FlyCam					Good	Studio
2	Camera	Sony	HXR-NX30U	11121			Fair	Studio
	Camera	Sony	HXR-NX30U	11070			Fair	Studio
1	Camera	Sony	PXW-X70	1207567			Fair	Studio
3	Camera	Sony	PXW-Z90	2000926			New	Studio
	Camera	Sony	PXW-Z90	2000814			New	Studio
	Camera	Sony	PXW-Z90	2001019			New	Studio
1	Production System	Sony	Anycast AWS750	10037			Good	Studio
2	Wireless lav	Sony	URX-P2				Fair	Studio

# STOUGHTON MEDIA ACCESS CORPORATION

Qty	Description	Manufacturer	Model	Serial No.	In Service Year	Cost	Condition	Location
4	Wireless lav	Sony	URX-P03				Good	Studio
2	Wireless handheld	Sony	URX-P03				Good	Studio
1	Wireless handheld	Sony	URX-P2				Fair	Studio
1	FlowLite						Good	Studio
2	Camera's	JVC	GY-HM150U				Good	Studio
5	Camera's	Sony	HXR-NX5U	113260			Good	Studio
	Camera	Sony	HXR-NX5U	113265			Good	Studio
	Camera	Sony	HXR-NX5U	128004			Good	Studio
	Camera	Sony	HXR-NX5U	128003			Good	Studio
	Camera	Sony	HXR-NX5U	127996			Good	Studio
3	Camera's	Sony	HDXDCAMEX	100523			Good	Studio
	Camera	Sony	HDXDCAMEX	101284			Good	Studio
	Camera	Sony	HDXDCAMEX	100848			Good	Studio
3	Tripods	Manfrotto	114MV				Good	Studio
1	Notebook	HP		00325-96104-56053-aa0EM			New	Studio
1	Monitors	Marshall	M-LYNX-503	MS031900171			New	Studio
1	Monitors	SWIF	3GSDI@HDMI	MN:1223H			New	Studio
1	Swtch	TrippLite	KVM 8Port Switch	B042-008			new	Studio
1	Lens	Cannon	Sigma 70-200mm				Good	Studio
1	Audio	Symextrix	Jupiter 8	80-0037DSNA0320220			New	Studio
2	Video	OpenGear	AJA				New	Studio
1	Distribution	KUNO	1616				New	studio
1	Live Streaming	Cablecast	live 350	73185			New	Studio
1	Video IO	Cablecast	600	70720			New	Studio
1	Video IO	Cablecast	450	71620			New	Studio
1	Battery Back up		2200va				New	Studio
1	Production System	Broadcast Pix	MX8	12161			New	Studio
4	Lights	Smartfade	Parazip 400				Fair	Studio
3	Lights	Smartfade	ETC Spots				Fair	Studio
6	Lights	SmartFade	Parabeams				Fair	Studio
4	Lights	SmatrFade	LEDspots				Fair	Studio
1	Sound Board	Mackie	1604-VLZ PRO				Fair	Studio
1	Power Conditioner	Furman					Fair	Studio
2	Robotic Video Controller	Digital	ES-2200T				Fair	Studio
1	Sound Mixer PreAmp	Peavey	MMA800T				Fair	Studio
1	Sound Mixer Amp	Peavey	MMA8150T				Fair	Studio
1	Production System Date 2012	Broadcast Pix	Slate G Series		2012		Fair	Studio
2	Audio Control Module	Shure	SCM810				Fair	Studio
2	DVD Player	Tascam	DV-DOIV				Fair	Studio
2	AC Power Controller	Middle Atlantic					Fair	Studio
2	Video Distributors	Kramer	VM50V				Fair	Studio
2	Audio Distributors	Kramer	VM80A				Fair	Studio
3	Power Supplies	Altronix					Fair	Studio
1	Intercom Controller	Anchor	PC-100				Fair	Studio
1	VHS Player	JVC	SR-V101US				Poor	Studio
2	DVD Player	Panasonic	DVD-5500				Poor	Studio
2	Power Strip	Perma Power	R8BZ-15				Fair	Studio



# STOUGHTON MEDIA ACCESS CORPORATION

## Town Hall Equipment, 3rd Floor, SMAC Control Room, Inventory List    Date:11/01/2024

Qty	Description	Manufacturer	Model	Serial No.	In Service Year	Cost	Condition	Location
	2024-2025							
1	Monitor	LG	32"	Z0D068	2024	\$350	New	Town Hall
	2023-2024							
2	Hand Held Microphones	Sony	Wireless		2023	\$1,600	New	Town Hall
1	Rackmount for Below	Middle Atlantic	RSH4A2S		2023	\$142	New	Town Hall
1	Helo h.264 recorder	AJA	HeloPlus		2023	1,865	New	Town Hall
	2022-2023							
1	Laptop	Dell	15-eg0025nr	ND3HKD	2022	\$1,200	Very Good	Town Hall
1	Monitor	Dell	S2722QC		2022		Very Good	Town Hall
1	Video Switcher	Newtek	TC410 Plus	NPR063371576054	2022	\$9,995	Very Good	Town Hall
1	Audio Mixer	Mackie	1202VLZ4	2040201CP0F0078	2022	\$318.75	Very Good	Town Hall
1	Control Surface	Newtek	TC1SP	NTIP34503406418	2022	\$6,995	Very Good	Town Hall
3	Spark SDI-NDI	Newtek	Spark Plus	NSP3GIO	2022	\$2,385	Very Good	Town Hall
1	SDI Audio Embedder	Swit	S-4610	670680	2022	\$315	Very Good	Town Hall
1	Audio De-Embedder	Swit	S-4609	824734	2022	\$315	Very Good	Town Hall
1	HDMI to SDI Converter	Datavideo	DAC-70		2022	\$435	Very Good	Town Hall
1	AJA	Recorder	U-TAP	U-TAP-SDI	2022	\$385	Very Good	Town Hall
1	Touchview 75" Interactive TV	Touchview	TV75	TVULTRA75-G3	2022	\$2,990	Very Good	Town Hall
1	PC Module TOUCH VIEW INTERAT	Touchview	TVi5	ISS064NX223EO086	2022	\$760	Very Good	Town Hall
1	Windows 10 License for above	Microsoft	TVWin10		2022	\$199	Very Good	Town Hall
1	Mobile Stand for TV	Touchview	TVFMS		2022	\$479	Very Good	Town Hall
1	License Win 10 for PC	Microsoft	3032		2022		Very Good	Town Hall
1	Wireless Mouse/Keyboard Combo	Logitech	920-003376		2022	\$49	Very Good	Town Hall
1	Laptop	HP	HP Pavilion	SCD20956QK	2022	\$800	Very Good	Town Hall
1	28 inch 4K Monitor	Tote Vision	78PC720019				Good	Town Hall
1	21.5 inch Led Monitor	Tote Vision	775672001				Good	Town Hall
2	8 Slot Wireless Mic Charger	Shure	SBC850				Good	Town Hall
16	Gooseneck Wireless Table Mic's	Shure	ULXD8 G50				Good	Town Hall
1	Analog Video to SDI	Kramer	FC-7501				Fair	Town Hall

## STOUGHTON MEDIA ACCESS CORPORATION

Qty	Description	Manufacturer	Model	Serial No.	In Service Year	Cost	Condition	Location
1	1:5 Audio Distributor	Kramer	VM-50AN				Fair	<a href="#">Town Hall</a>
2	16 Cannel Power Supply's	Altronix					Fair	<a href="#">Town Hall</a>
1	Amplifier	QSC	ISA300Ti				Fair	<a href="#">Town Hall</a>
1	Digital Scan Converter	Kramer	VP-704XL				Fair	<a href="#">Town Hall</a>
2	8 Channel Audio Mixer	Shure	SCM810				Fair	<a href="#">Town Hall</a>
1	4 Channel Audiop mixer	Shure	SCM410				Fair	<a href="#">Town Hall</a>
1	IMac 2010	Apple	IMac	QP0440B2GXU			Replaced	<a href="#">Town Hall</a>
4	Antenna Power Dist. System	Shure	UA844+SWB				Fair	<a href="#">Town Hall</a>
17	Wireless Recievers	Shure	QLXD4				Fair	<a href="#">Town Hall</a>
1	IP Camera Remote Controller	Sony	RMIP10				Fair	<a href="#">Town Hall</a>
1	Mic Stand	Atlas					Fair	<a href="#">Town Hall</a>
5	Robotic Camera's	Sony	BRC300				Good	<a href="#">Town Hall</a>
6	Speakers		SM590i				Good	<a href="#">Town Hall</a>

**Rating**

**New**

**Very Good**

**Good**

**Fair**

**Needs replacement**

# STOUGHTON MEDIA ACCESS CORPORATION

<b><u>Studio Equipment Inventory List</u></b>			<b><u>421 Page Street</u></b>		
<b>Qty</b>	<b>Description</b>	<b>Manufacturer</b>	<b>Model</b>	<b>Condition</b>	<b>Location</b>
1	4K XD Handheld Camera	Sony	XD Camera	New	Studio
2	IMac	Apple	MiniMac	New	Studio
	IMac	Apple	MiniMac	New	Studio
1	Tripods	Manfrotto	MVK502055XPRO3	New	Studio
1	TeraStation	Buffalo	16TB Business	New	Studio
1	Fridge	Insignia	10 Cu. Ft.	New	Studio
1	Desktop computer	Dell	OPTIPLEX	New	Studio
1	Monitor	AOPEN	27CV1	New	Studio
1	Podcasting Microphone	Rode	Dynamic Podcasting Mic	New	Studio
1	4K Field Camera	Sony	PXW-Z90V	New	Studio
1	Portable Lighting Kit	GVM	800D-RGB - 3 lights	New	Studio
1	HP Laptop	HP	Envy	New	Studio
1	iPad	Apple	Dark Grey	New	Studio
1	Zoom Mic	Zoom	Multichannel	New	Studio
1	Laptop	HP	Pavillion	New	Studio
2	Open Gear 2x4 3G HD-SDI DA	AJA	OG-3GDA-2x4	New	Studio
1	Cablecast Live Streaming Server (Edu/Pub)	Tightrope	CBL-LIVE-350	New	Studio
1	Cablecast Live Streaming Server (Edu/Pub)	Tightrope	CBL-LIVE-350	New	Studio
1	Rackmount for Below	Middle Atlantic	RSH4A2S	New	Studio
1	Helo h.264 recorder	AJA	HeloPlus	New	Studio
1	31" 4K Monitor for TC Zoom interface	Lilliput	BM310-4KS-VBP	New	Studio
1	Terrastation NAS 60TB	Buffalo	TS5420RN6004	New	Studio
1	Till Wall Mount for Samsung	Chief Fusion	LTM1U	New	Studio
1	17" Rackmount monitor w/waveform	Swit	S-1173F	New	Studio
1	Dual Full HD Rackmount Monitor	Swit	M-1093H	New	Studio
1	65" Monitor	Samsung	QN65Q60BAF	New	Studio
1	2 Stripe Control Surface	Newtek	2Stripe	New	Studio
1	Tricaster Elite 2	Newtek	TC2E3RU	New	Studio
1	Laptop	Dell	15-eg0025nr	Very good	Studio
1	Large Monitor	Samsung	Professional 65" BE65T-H	Very good	Studio
1	Tripods	Manfrotto	MVK502055XPRO3	Very good	Studio
1	Tripods	Manfrotto	MVK502055XPRO3	Very good	Studio
1	Mac Studio	Apple	Z14K	Very good	Studio
1	Mac Studio	Apple	Z14K	Very good	Studio

# STOUGHTON MEDIA ACCESS CORPORATION

Qty	Description	Manufacturer	Model	Condition	Location
1	Mac Studio	Apple	Z14K	Very good	Studio
1	Mac Studio	Apple	Z14K	Very good	Studio
1	Mouse & Keyboard	Apple	A2520 & A1657	Very good	Studio
1	Mouse & Keyboard	Apple	A2520 & A1657	Very good	Studio
1	Mouse & Keyboard	Apple	A2520 & A1657	Very good	Studio
1	Mouse & Keyboard	Apple	A2520 & A1657	Very good	Studio
1	Monitor	Dell	S2722QC	Very good	Studio
1	Monitor	Dell	S2722QC	Very good	Studio
1	Monitor	Dell	S2722QC	Very good	Studio
4	IMac 2019	Apple	IMac	Good	Studio
	IMac 2019	Apple	IMac	Good	Studio
	IMac 2019	Apple	IMac	Good	Studio
	IMac 2019	Apple	IMac	Good	Studio
2	IMac 2010	Apple	IMac	Obsolete	Studio
	IMac 2010	Apple	IMac	Obsolete	Studio
1	Mac pro 2012	Apple	Mac Pro	Obsolete	Studio
2	IMac 2013	Apple	IMac	Obsolete	Studio
	IMac 2013	Apple	IMac	Obsolete	Studio
1	HP Pavilion	HP	15	New	Studio
1	Dell Inspiron 3670	Dell	D19M	Good	Studio
1	HP Podest	HP	400G5SFF	New	Studio
1	3 Lite Kit	ARRI	571961W	Good	Studio
1	Wide Lens	JVC	GI-VO746	Good	Studio
1	Camera	Cannon	EOS 70D	Good	Studio
1	Lens	Cannon	18 to 135 Zoom	Good	Studio
1	Lens	Sigma	50 mm Primelens	Good	Studio
1	Lens	Cannon	24 mm Primelens	Good	Studio
1	Eye in the Sky		Camera Platform	Good	Studio
1	Sound Board	Yamaha	MG24/14FX	Good	Studio
1	Sound Board	Mackie	1402-VLZ Pro	Good	Studio
2	AJA Recorder	AJA	KiPro Rack	Good	Studio
1	DVD Copier	Microboard	QD-DVD-H127	Good	Studio
2	TriPods	Manfrotto	55	New	Studio
	TriPods	Manfrotto	55	New	Studio
2	Tripods	Manfrotto	190xproB	Fair	Studio
3	Tripods	Sony	VCTVPR100	Fair	Studio
3	Tripods	Manfrotto	290 Extra	Fair	Studio
1	Tripods	FlyCam		Good	Studio
2	Camera	Sony	HXR-NX30U	Fair	Studio

# STOUGHTON MEDIA ACCESS CORPORATION

Qty	Description	Manufacturer	Model	Condition	Location
	Camera	Sony	HXR-NX30U	Fair	Studio
1	Camera	Sony	PXW-X70	Fair	Studio
3	Camera	Sony	PXW-Z90	New	Studio
	Camera	Sony	PXW-Z90	New	Studio
	Camera	Sony	PXW-Z90	New	Studio
1	Production System	Sony	Anycast AWS750	Good	Studio
2	Wireless lav	Sony	URX-P2	Fair	Studio
4	Wireless lav	Sony	URX-P03	Good	Studio
2	Wireless handheld	Sony	URX-P03	Good	Studio
1	Wireless handheld	Sony	URX-P2	Fair	Studio
1	FlowLite			Good	Studio
2	Camera's	JVC	GY-HM150U	Good	Studio
5	Camera's	Sony	HXR-NX5U	Good	Studio
	Camera	Sony	HXR-NX5U	Good	Studio
	Camera	Sony	HXR-NX5U	Good	Studio
	Camera	Sony	HXR-NX5U	Good	Studio
	Camera	Sony	HXR-NX5U	Good	Studio
3	Camera's	Sony	HDXDCAMEX	Good	Studio
	Camera	Sony	HDXDCAMEX	Good	Studio
	Camera	Sony	HDXDCAMEX	Good	Studio
3	Tripods	Manfrotto	114MV	Good	Studio
1	Notebook	HP		New	Studio
1	Monitors	Marshall	M-LYNX-503	New	Studio
1	Monitors	SWIF	3GSDI@HDMI	New	Studio
1	Swtch	TrippLite	KVM 8Port Switch	new	Studio
1	Lens	Cannon	Sigma 70-200mm	Good	Studio
1	Audio	Symextrix	Jupiter 8	New	Studio
2	Video	OpenGear	AJA	New	Studio
1	Distribution	KUNO	1616	New	studio
1	Live Streaming	Cablecast	live 350	New	Studio
1	Video IO	Cablecast	600	New	Studio
1	Video IO	Cablecast	450	New	Studio
1	Battery Back up		2200va	New	Studio
1	Production System	Broadcast Pix	MX8	New	Studio
4	Lights	Smartfade	Parazip 400	Fair	Studio
3	Lights	Smartfade	ETC Spots	Fair	Studio
6	Lights	SmartFade	Parabeams	Fair	Studio
4	Lights	SmatrFade	LEDspots	Fair	Studio
1	Sound Board	Mackie	1604-VLZ PRO	Fair	Studio

# STOUGHTON MEDIA ACCESS CORPORATION

Qty	Description	Manufacturer	Model	Condition	Location
1	Power Conditioner	Furman		Fair	Studio
2	Robotic Video Controller	Digital	ES-2200T	Fair	Studio
1	Sound Mixer PreAmp	Peavey	MMA800T	Fair	Studio
1	Sound Mixer Amp	Peavey	MMA8150T	Fair	Studio
1	Production System Date 2012	Broadcast Pix	Slate G Series	Fair	Studio
2	Audio Control Module	Shure	SCM810	Fair	Studio
2	DVD Player	Tascam	DV-DOIV	Fair	Studio
2	AC Power Controller	Middle Atlantic		Fair	Studio
2	Video Distributors	Kramer	VM50V	Fair	Studio
2	Audio Distributors	Kramer	VM80A	Fair	Studio
3	Power Supplies	Altronix		Fair	Studio
1	Intercom Controller	Anchor	PC-100	Fair	Studio
1	VHS Player	JVC	SR-V101US	Poor	Studio
2	DVD Player	Panasonic	DVD-5500	Poor	Studio
2	Power Strip	Perma Power	R8BZ-15	Fair	Studio
1	Power Center Strip	Middle Atlantic		Fair	Studio
4	Robotic Video Camera	Sony	BRC-300	Fair	Studio
8	Lite Kit	Chauvet		Good	Studio
4	Condensor Mic's	Shure		Fair	Studio
2	Shotgun Condensor Mic's	Audio Technica		Fair	Studio
1	DVD Player	Samsung	BD-D5500	Good	Studio
2	Flash Drives	Sony	HXRFMU128	Fair	Studio
1	Video Camera	Panasonic	HDC-HS900P/PC	Fair	Studio
4	Samsung Plasma TV's	Samsung		Good	Studio
1	Event Tent			Good	Studio
1	Studio Set (background and Desk)			Good	Studio
1	Stage		Portable	Good	Studio
1	Drone	Mavic	Pro	Good	Studio
1	White Board	Smart Board	Board 800	New	Studio
1	Projector	NEC	U310W	New	Studio
1	Printer	Xerox	WorkCenter 650	Obsolete	Studio
1	Shreader	Amazon	Basics	New	Studio
3	Tables		Green Room Table	Good	Studio
12	Chair		Green Room Chairs	Good	Studio
1	Table		Conference Table	Good	Studio
10	Chair		Conference Chair	Good	Studio



# STOUGHTON MEDIA ACCESS CORPORATION Town Hall Control Room

## Town Hall Equipment, 3rd Floor, SMAC Control Room

Qty	Description	Manufacturer	Model	Condition	Location
1	Monitor	LG	32"	New	Town Hall
2	Hand Held Microphones	Sony	Wireless	New	Town Hall
1	Rackmount for Below	Middle Atlantic	RSH4A2S	New	Town Hall
1	Helo h.264 recorder	AJA	HeloPlus	New	Town Hall
1	Laptop	Dell	15-eg0025nr	Very Good	Town Hall
1	Monitor	Dell	S2722QC	Very Good	Town Hall
1	Video Switcher	Newtek	TC410 Plus	Very Good	Town Hall
1	Audio Mixer	Mackie	1202VLZ4	Very Good	Town Hall
1	Control Surface	Newtek	TC1SP	Very Good	Town Hall
3	Spark SDI-NDI	Newtek	Spark Plus	Very Good	Town Hall
1	SDI Audio Embedder	Swit	S-4610	Very Good	Town Hall
1	Audio De-Embedder	Swit	S-4609	Very Good	Town Hall
1	HDMI to SDI Converter	Datavideo	DAC-70	Very Good	Town Hall
1	AJA	Recorder	U-TAP	Very Good	Town Hall
1	Touchview 75" Interactive TV	Touchview	TV75	Very Good	Town Hall
1	PC Module TOUCH VIEW INTERAT	Touchview	TVi5	Very Good	Town Hall
1	Windows 10 License for above	Microsoft	TVWIn10	Very Good	Town Hall
1	Mobile Stand for TV	Touchview	TVFMS	Very Good	Town Hall
1	License Win 10 for PC	Microsoft	3032	Very Good	Town Hall
1	Wireless Mouse/Keyboard Combo	Logitech	920-003376	Very Good	Town Hall
1	Laptop	HP	HP Pavilion	Very Good	Town Hall
1	28 inch 4K Monitor	Tote Vision	78PC720019	Good	Town Hall
1	21.5 inch Led Monitor	Tote Vision	775672001	Good	Town Hall
2	8 Slot Wireless Mic Charger	Shure	SBC850	Good	Town Hall

# STOUGHTON MEDIA ACCESS CORPORATION Town Hall Control Room

Qty	Description	Manufacturer	Model	Condition	Location
16	Gooseneck Wireless Table Mic's	Shure	ULXD8 G50	Good	<a href="#">Town Hall</a>
1	Analog Video to SDI	Kramer	FC-7501	Fair	<a href="#">Town Hall</a>
1	1:5 Audio Distributor	Kramer	VM-50AN	Fair	<a href="#">Town Hall</a>
2	16 Cannel Power Supply's	Altronix		Fair	<a href="#">Town Hall</a>
1	Amplifier	QSC	ISA300Ti	Fair	<a href="#">Town Hall</a>
1	Digital Scan Converter	Kramer	VP-704XL	Fair	<a href="#">Town Hall</a>
2	8 Channel Audio Mixer	Shure	SCM810	Fair	<a href="#">Town Hall</a>
1	4 Channel Audiop mixer	Shure	SCM410	Fair	<a href="#">Town Hall</a>
1	IMac 2010	Apple	IMac	Replaced	<a href="#">Town Hall</a>
4	Antenna Power Dist. System	Shure	UA844+SWB	Fair	<a href="#">Town Hall</a>
17	Wireless Recievers	Shure	QLXD4	Fair	<a href="#">Town Hall</a>
1	IP Camera Remote Controller	Sony	RMIP10	Fair	<a href="#">Town Hall</a>
1	Mic Stand	Atlas		Fair	<a href="#">Town Hall</a>
5	Robotic Camera's	Sony	BRC300	Good	<a href="#">Town Hall</a>
6	Speakers		SM590i	Good	<a href="#">Town Hall</a>

**Rating**

**New**  
**Very Good**  
**Good**  
**Fair**  
**Needs replacement**

# **SMAC Capital Plan**

## **FY2023 to FY2027**

### **FY2023 – 2024**

1. Replace Video Switcher in Studio A (completed)

Replace 4:3 Monitors in Studio A (completed)

Cleanup of the broadcast rack and removal of the old equipment (completed)

Various upgrades (completed)

Cost: \$ 77,553.00

2. Backup drive for the broadcast server (planning to replace later this year)

Cost: \$ 4000

3. 2 Streaming devices (completed, all three channels are streaming this year)

Cost: \$ 8000

**FY2023-FY2024 Total Costs: \$89,553.00**

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### **FY2024 - 2025**

1. Two new field cameras (One camera replaced in September, 2024)  
(Second camera to be replaced later this year)

Estimated Cost: \$ 7500

2. Studio auxiliary camera (planning to replace later this year)

Estimated Cost: \$ 4000

3. 2 new computers (planning to replace later this year)

Estimated Cost: \$ 6000

4. 1 new computer for archiving documents (installed)

Cost: \$ 1800

5. 1 high end new field camera (to purchase 2<sup>nd</sup> half of this fiscal year)

Estimated Cost: \$ 8000

6. 1 new VOD (Video On Demand Drive) (equipment installed)

Cost: \$ 2800

7. New microphones (One hand held for field production, one for Podcasting)

Cost \$ 3000

8. Portable Lighting Kit (purchased)

Cost: \$ 1000

9. 2 Tripods (planned purchase 2<sup>nd</sup> half of fiscal year)

Estimated Cost: \$ 2000

**FY2024-FY2025 Estimated Total Costs: \$36,100.00**

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### **FY2025 – 2026**

1. Purchase new portable video switcher (used in the field, e.g. graduations)

Estimated Cost: \$ 20,000

2. 2 new iMacs

Estimated Cost: \$ 8,000

3. 8 new lights for the studio A

Estimated Cost: \$ 8000

4. Two teleprompters

Estimated Cost: \$ 4000

5. External Drive for archiving video files

Estimated Cost: \$ 8000

**FY2025-FY2026 Estimated Total Costs: \$48,000.00**

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**FY2026 - 2027**

1. Replace 2 robotic cameras at the Town Hall

Estimated Cost: \$ 8,000

2. Purchase 4 laptops – 2026-2027

Estimated Cost: \$ 10,000

3. Purchase 3 new 4K cameras

Estimated Cost: \$ 15,000

**FY2026-FY2027 Estimated Total Costs: \$33,000.00**

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UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

<hr/>		)	
STOUGHTON MEDIA		)	
ACCESS CORPORATION,		)	
		)	
<b>Plaintiff,</b>		)	
		)	
v.		)	<b>Case No. 1:25-cv-10886-IT</b>
		)	
THE TOWN OF STOUGHTON,		)	<b>Oral Argument Requested</b>
MASSACHUSETTS,		)	<b>Expedited Hearing Requested</b>
THOMAS CALTER III, STEPHEN CAVEY,		)	
AND JOSEPH MOKRISKY,		)	
IN THEIR INDIVIDUAL		)	
AND OFFICIAL CAPACITIES,		)	
		)	
<b>Defendants.</b>		)	
<hr/>		)	

**PLAINTIFF’S EMERGENCY MOTION  
FOR TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTION**

In this suit, Plaintiff Stoughton Media Access Corporation (“SMAC”), a 501(c)(3) non-profit, challenges the unlawful efforts by Defendants The Town of Stoughton, Massachusetts (the “Town”) and Thomas Calter III, Stephen Cavey, and Joseph Mokrisky (collectively, the “Individual Defendants” and, with the Town, “Defendants”) to threaten, intimidate, and coerce SMAC into broadcasting programming on SMAC’s Public, Educational, and Governmental (“PEG”) access channels that Defendants deem to be politically favorable to themselves, and to retaliate against SMAC for its perceived failure to do so, in violation of the Access Corporation Agreement (the “Agreement”), Doc. No. 1 at 33-47, between the Town and SMAC, which reserves programming decisions to SMAC, governing federal law, which requires SMAC to be politically neutral, and the First Amendment, which protects SMAC’s free speech rights.

On or about September 11, 2025, SMAC received a letter from Select Board Chair Cavey, notifying SMAC that the Select Board will hold a public hearing to deliberate and vote on whether to find SMAC in alleged breach of the Agreement and, if the Select Board so votes, to then deliberate and vote on whether to withdraw SMAC's designation as the Town's Access Corporation, thereby terminating the Agreement, or to otherwise sanction or penalize SMAC. Counsel for Defendants has already stated on the record and in open court that Defendants will not settle this matter. The Individual Defendants apparently intend to participate in that hearing and to insist on the termination of SMAC's Agreement with the Town.

**There are only six days until the October 9, 2025 Select Board hearing.** There can be no doubt about the ultimate outcome of the upcoming meeting; the Select Board, having already voted to have a vote about terminating the Agreement, will inevitably vote to do so at the hearing. Defendants' plan to terminate the Agreement is a blatant attempt to punish SMAC for filing this lawsuit and to force an end to this litigation by ending SMAC's ability to continue operating. It is also an obvious abuse of their elected offices for the Individual Defendants to advocate and vote on a matter that it is reasonably foreseeable will result in personal financial windfalls: the avoidance of potentially significant money damages in this lawsuit. By all appearances, Defendants mean for the October 9 hearing to be both the latest and last step in their ongoing retaliatory campaign to permanently and completely silence SMAC for having refused to broadcast only that content of which Defendants approve.

If Defendants are not enjoined, their termination of the Agreement will result in immediate, irreparable, and existential harm to SMAC, as well as immediate, irreparable, and ongoing harm to SMAC's employees and the Town's residents. Defendants' wrongful termination of the Agreement will result in the destruction of SMAC as it exists today. The Agreement authorizes

SMAC to operate the PEG access channels per 47 U.S.C. §531, its corporate purpose, and provides SMAC's funding, upon which its continued operations depend. Deprived of its funding source and primary purpose, SMAC will be forced to lay off its employees, leaving them and their dependents without a source of income during a period of nationwide economic uncertainty. Without SMAC, there will be no one to operate the Town's PEG access channels, at least in the short term, and so the Town's citizens who rely on SMAC to broadcast their programming will be taken off the air, and the Town's citizens who watch SMAC for local governmental news and educational programming will be deprived of an essential resource. Even if the Town eventually creates and staffs an entity more compliant to its objectives than SMAC to run the local PEG access channels, the Town's citizens will be restricted from broadcasting viewpoints at odds with Defendants' preferred positions, and so the Town's citizens will remain deprived of programming that presents points of view different than those preferred by Defendants.

For these reasons, SMAC respectfully moves, on an emergency basis and after an expedited hearing, pursuant to Federal Rule of Civil Procedure 65, the Court to enter a temporary restraining order ("TRO") and a preliminary injunction ("PI"), without a bond, against Defendants. As set forth in SMAC's accompanying memorandum and supporting affidavits, as well as its Complaint, Doc. No. 1 at 1-32, which is incorporated herein by reference, SMAC has established: that there is a strong likelihood that it will succeed on the merits of its claims; that it will suffer irreparable harm without injunctive relief; and that the balance of equities and the public interest weigh heavily in favor of maintaining the status quo during the pendency of this lawsuit.

SMAC thus respectfully requests that this Honorable Court:

A. Grant this Motion;

B. Order that Defendants, their officers, agents, servants, employees, and attorneys, and any other persons who are in active concert or participation with Defendants and their officers, agents, servants, employees, and attorneys, be temporarily restrained and preliminarily enjoined from:

1. Deliberating, voting, or taking any action to hold SMAC in alleged breach or default under the Agreement, withdraw SMAC's designation as the Town's Access Corporation under the Agreement, terminate the Agreement, or otherwise penalize or sanction SMAC, other than pursuing a defense or counterclaim to that effect in this lawsuit;
2. Breaching or violating, or taking any other actions to breach or violate, any of their contractual obligations to SMAC under the Agreement, including, but not limited to, withholding funds due to SMAC, attempting to exercise editorial control over SMAC's programming, threatening or retaliating against SMAC or its officers, directors, employees, or agents for the exercise of rights protected under the Agreement and the First Amendment; and
3. Threatening, intimidating, or coercing SMAC or its officers, directors, employees, or agents, including, but not limited to, by taking over SMAC's Board of Directors, in order to dissolve SMAC or withdraw this lawsuit;

C. Order that Defendants provide a copy of the Court's TRO/PI to the Town Manager, all members of the Town Select Board, Town Counsel, and any other Town officers,

officials, or employees with responsibilities relating to SMAC or the Agreement within twenty-four hours of the entry of the Court's TRO/PI;

- D. Order Defendants to file a status report with the Court confirming Defendants' compliance with the TRO within forty-eight hours of the entry of the Court's TRO/PI;
- E. Enter any and all such other and further relief for Plaintiff as the Court deems just and proper.

**REQUEST FOR EXPEDITED ORAL ARGUMENT**

Plaintiff respectfully requests expedited oral argument on this emergency motion. Plaintiff's counsel has conferred with Defendants' counsel, and reports that, if it works for the Court, **all counsel are available to be heard on this motion on Monday, October 6, in the afternoon, and Wednesday, October 8, at any time.**

Respectfully submitted,

**STOUGHTON MEDIA ACCESS CORPORATION,**

By Its Attorneys,

/s/ Joseph P. Zoppo

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/s/ Zachary M. Wallack

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mrodgers@eckertseamans.com

tschmidt@eckertseamans.com

Dated: October 3, 2025

**LOCAL RULE 7.1(a) CERTIFICATE OF COMPLIANCE**

I hereby certify that on October 2, 2025, I communicated with counsel for Defendants by telephone in an attempt to resolve the issues raised in this motion, but the parties were not able to reach an agreement.

Dated: October 3, 2025

/s/ Zachary M. Wallack  
Zachary M. Wallack

**CERTIFICATE OF SERVICE**

I hereby certify that this document filed through the Court's ECF system will be sent electronically to the registered participants as identified on the Notice of Electronic Filing and paper copies will be sent to those parties, if any, which are non-registered participants.

Dated: October 3, 2025

/s/ Zachary M. Wallack  
Zachary M. Wallack

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

STOUGHTON MEDIA ACCESS CORPORATION,  
  
Plaintiff,  
  
v.  
  
THE TOWN OF STOUGHTON,  
MASSACHUSETTS, THOMAS CALTER  
III, STEPHEN CAVEY, and JOSEPH  
MOKRISKY, in their individual and official  
capacities,  
  
Defendants.

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Civil Action No. 1:25-cv-10886-IT

MEMORANDUM & ORDER

October 9, 2025

TALWANI, D.J.

Pending before the court is Plaintiff Stoughton Media Access Corporation’s (“SMAC”) Emergency Motion for Temporary Restraining Order and Preliminary Injunction (“Emergency Motion”) [Doc. No. 39]. For the reasons that follow, the Emergency Motion is denied in part and denied without prejudice in part.

**I. Background on the Record Before the Court**

On August 9, 2023, the Town of Stoughton, Massachusetts (“Town” or “Stoughton”) and SMAC, a 501(c)(3) non-profit corporation that provides “local public access programming to the citizens of Stoughton,” entered into an Access Corporation Agreement (“Agreement”), Ex. A to Bates Aff. [Doc. No. 40-1], that provides SMAC with grant funding to provide its services. Bates Aff. ¶¶ 2, 7-10 [Doc. No. 40]. The funding SMAC receives through this agreement is “SMAC’s sole source of funding[.]” Id. ¶ 8.

On April 10, 2025, SMAC brought this action against the Town, Town Manager Thomas Calter III, Town Select Board Chair Stephen Cavey, and Town Select Board Member Joseph Mokrisky. Compl. ¶¶ 1-2 [Doc. No. 1]. Plaintiff alleges that the individual Defendants retaliated against Plaintiff for exercise of First Amendment Rights in violation of 42 U.S.C. § 1983 (Count I) and the Massachusetts Civil Rights Act (Count III), id. ¶¶ 90, 105, that Calter and Cavey defamed SMAC (Count IV), id. ¶ 113, and that the Town and the individual Defendants in their official capacity deprived SMAC of its First Amendment Rights (Count II), id. ¶ 96-97. SMAC also brings claims against the Town alone for breach of contract (Count VI), id. ¶ 137, breach of the implied covenant of good faith and fair dealing (Count VII), id. ¶ 141, violation of Mass. Gen. Laws c. 93A (Count VIII), id. ¶ 150, and for a Declaratory Judgment that a provision of SMAC’s bylaws divesting its members of the ability to amend those bylaws is invalid and that Stoughton has no authority to appoint, then remove, for no cause, a quorum of SMAC’s Board of Directors (Count V), id. ¶ 133.

On September 11, 2025, SMAC received a letter from Select Board Chair Cavey notifying SMAC that on October 9, 2025, the Select Board will hold a public hearing to assess various issues related to the Agreement. See Notice of October 9, 2025, Select Board Hearing, Ex. J to Bates Aff. (“Notice Letter”) [Doc. No. 40-10]. The Notice Letter provides that at the public hearing, “the Board will decide first whether: 1) a breach [of the Agreement] occurred; and 2) whether that breach was cured or otherwise excused or waived.” Id. at 1. The Notice Letter provides further that “the Board will then decide and advise SMAC within ten (10) days of any remedy the Board elects to impose.” Id.; see also Notice of Public Hearing, Ex. I to Bates Aff. (“Notice”) (similar) [Doc. No. 40-9].

Plaintiff moves this court to order that Defendants and any “officers, agents, servants, employees, and attorneys, and any other persons who are in active concert with Defendants” be enjoined from:

Deliberating, voting, or taking any action to hold SMAC in alleged breach or default under the Agreement, withdraw SMAC’s designation as the Town’s Access Corporation under the Agreement, terminate the Agreement, or otherwise penalize or sanction SMAC, other than pursuing a defense or counterclaim to that effect in this lawsuit;

Breaching or violating, or taking any other actions to breach or violate, any of their contractual obligations to SMAC under the Agreement . . . ; and

Threatening, intimidating or coercing SMAC or its officers, directors, employees, or agents, including, but not limited to, by taking over SMAC’s Board of Directors, in order to dissolve SMAC or withdraw this lawsuit[.]

Emergency Mot. 4 [Doc. No. 39].

## **II. Standard of Review**

The issuance of a temporary restraining order before a trial on the merits can be held is an “extraordinary remedy” that shall enter only if a plaintiff makes a clear showing of entitlement to such relief. Winter v. Natural Res. Def. Council, Inc., 555 U.S. 7, 22 (2008). In evaluating a motion for a temporary restraining order, the court considers four factors:

(1) the likelihood of success on the merits; (2) the potential for irreparable harm [to the movant] if the injunction is denied; (3) the balance of relevant impositions, i.e., the hardship to the nonmovant if enjoined as contrasted with the hardship to the movant if no injunction issues; and (4) the effect (if any) of the court’s ruling on the public interest.

Esso Standard Oil Co. v. Monroig–Zayas, 445 F.3d 13, 17–18 (1st Cir. 2006) (quoting Bl(a)ck Tea Soc’y v. City of Boston, 378 F.3d 8, 11 (1st Cir. 2004)); see also Bourgoin v. Sebelius, 928 F.Supp.2d 258, 267 (D. Me. 2013) (standard for issuing TRO is “the same as for a preliminary injunction”).

The first factor is the most important: if the moving party cannot demonstrate a likelihood of success on the merits, “the remaining become matters of idle curiosity.” New Comm Wireless

Servs., Inc. v. SprintCom, Inc., 287 F.3d 1, 9 (1st Cir. 2002). “To demonstrate likelihood of success on the merits, plaintiffs must show ‘more than mere possibility’ of success—rather, they must establish a ‘strong likelihood’ that they will ultimately prevail.” Sindicato Puertorriqueño de Trabajadores v. Fortuño, 699 F.3d 1, 10 (1st Cir. 2012) (quoting Respect Maine PAC v. McKee, 622 F.3d 13, 15 (1st Cir. 2010)).

As to the second factor, when seeking preliminary relief, a harm must be likely, not just possible. Winter v. Nat. Res. Def. Council, Inc., 555 U.S. 7, 22 (2008) (“Our frequently reiterated standard requires plaintiffs seeking preliminary relief to demonstrate that irreparable injury is likely in the absence of an injunction.”) (emphasis in original).

### III. Discussion

Plaintiff’s Emergency Motion is unsuccessful for two reasons. First, Plaintiff has not demonstrated a substantial likelihood of success that its claims, even if successful, would entitle it to an order preventing Defendants from “[d]eliberating, voting, or taking any action” in the October 9, 2025, Select Board hearing. Emergency Mot. 4 [Doc. No. 39].

Plaintiff is asking this court to enjoin an elected official from engaging in the official’s core responsibilities. Plaintiffs argue that Defendants have a conflict of interest such that “SMAC will likely prevail on the merits of its declaratory judgment claim concerning the impropriety of the conflicted Individual Defendants participating in any deliberations or votes concerning the future of the Access Agreement and SMAC.” Mem. ISO. Emergency Mot. 17 [Doc. No. 44] (original footnote omitted).<sup>1</sup>

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<sup>1</sup> The operative Complaint [Doc. No. 1] contains no such claim.

To support this argument Plaintiff cites Nantasket Beachfront Condos., LLC v. Hull Redevel. Auth., 87 Mass. App. Ct. 455 (2015). The case does not support Plaintiff's Emergency Motion for a myriad of reasons. First, the appellate court was affirming a lower court decision granting the defendant municipal redevelopment authority's motion for summary judgment. Nantasket, 87 Mass. App. Ct. at 456. The decision does not concern the propriety of injunctive relief at all. Second, while the appellate court acknowledged that, "unless one of the recognized exceptions applied, [individuals with a financial interest] could not participate as board members in matters concerning the project[,]" pursuant to Mass. Gen. Laws c. 268A, § 19, id. at 462, it also concluded that plaintiff's primary remedy was to file a complaint with the ethics commission alleging such violations. Id. at 465. Finally, "'financial interest' in the authority's consideration of the project," id. at 462, existed independently of any litigation against the defendant. Here, in contrast, Defendants' purported conflict of interest is "the significant financial exposure they currently face as named defendants." Mem. ISO Emergency Mot. 18 [Doc. No. 44]. This "conflict of interest" was created by the Plaintiff when Plaintiff filed this suit.<sup>2</sup> In sum, Plaintiff has not demonstrated a likelihood of success on the merits that would entitle Plaintiff to the requested preliminary relief.

As to Plaintiff's request that the court enjoin a vote that would terminate the Agreement, Plaintiff has not demonstrated that there is as of now a potential for irreparable harm. A vote has

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<sup>2</sup> Plaintiff also points to Comtois v. State Ethics Comm'n, 102 Mass. App. Ct. 424, 433 (2023). This case underscores that an alleged conflict is properly addressed in the first instance by the State Ethics Commission. And again, the case did not involve a request for a preliminary injunction and did not address a "financial conflict" caused by a plaintiff's own litigation.

not yet taken place as to whether a breach of the Agreement has occurred, whether that breach was cured or otherwise excused or waived, and if so, what remedy the Board elects to impose. Moreover, both the Agreement and counsel's statement in court confirm that no such remedy would be enacted for ten days following the vote. For these reasons, Plaintiff's claim of likely irreparable harm is premature.

**IV. Conclusion**

For the foregoing reasons, Plaintiff's Motion [Doc. No. 39] is DENIED. As to Plaintiff's request that the court enjoin Defendants from participating in the Select Board hearing, that request is denied with prejudice. As to Plaintiff's request that the court enjoin termination of the Agreement, that request is DENIED without prejudice.

IT IS SO ORDERED.

October 9, 2025

/s/ Indira Talwani  
United States District Judge

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

Docket No.: 25-10886-JDH

STOUGHTON MEDIA ACCESS  
CORPORATION,

Plaintiff,

v.

THE TOWN OF STOUGHTON,  
MASSACHUSETTS, THOMAS CALTER III,  
STEPHEN CAVEY, and JOSEPH MOKRISKY,  
in their individual and official capacities,

Defendants

**DEFENDANTS' OPPOSITION TO PLAINTIFF'S EMERGENCY MOTION  
FOR TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTION**

The Defendants, the Town of Stoughton, Thomas Calter III, Stephen Cavey, and Joseph Mokrisky, in their individual and official capacities (“Defendants”), submit this opposition to Plaintiff’s Emergency Motion for Temporary Restraining Order and Preliminary Injunction. The Plaintiff, Stoughton Media Access Corporation’s (“SMAC”) motion should be denied as it will not be able to establish a likelihood of success on the merits as fundamentally, at the heart of this matter is a contractual dispute, not a constitutional violation.

Pursuant to the 2023 Access Corporation Agreement, SMAC is an agent of the Town tasked with providing Public Educational and Governmental Access (“PEG”) channel (Public Access Cable Channel) for the Town. SMAC has repeatedly and egregiously violated the applicable Access Corporation Agreement (Exhibit A), executed on 2023, with the Town of Stoughton by

refusing to comply with accountability and transparency requirements, provide required financial documents under the Agreement, as well as violating their of contractual and statutory obligations to provide unbiased PEG access programming by not acting in favor or against any particular political issue or candidate.

On October 1, 2024, the Town, faced with non-compliance with the 2023 Agreement, issued a formal Article VII notice of breach to SMAC. In response, SMAC, through counsel, sent a November 27, 2024, letter accusing the Town of violating its First Amendment rights, and provided some, but not all, of the documentation required by the Agreement. After receipt of SMAC's response, the Town sent two Selectboard members to negotiate a resolution to the issues with SMAC. While these negotiations were ongoing, SMAC sent the Town a copy of its Federal complaint – clearly in response and in retaliation for October 1, 2024, notice of breach. The plaintiff never cured its breach, as a result on September 11, 2025, the Town noticed an October 9, 2025, hearing to determine if a breach of the agreement has occurred, and if so, to decide what should be the remedy.

The Court should not issue injunctive relief or a temporary restraining order as this matter is a garden variety contractual dispute. SMAC will not be able to establish a likelihood of success on the merits as no matter how they cast this contractual dispute it simply is not a constitutional violation or retaliation for exercising First Amendment rights. Furthermore, the October 9 hearing is dictated and required by the terms of the very agreement under which SMAC operates. The balance of the equities favors the Town in this instance, so that it may enforce the Agreement and that the public will receive the benefit of the bargain. Accordingly, Plaintiff's motion should be denied.

## **I. Standard for issuance of a Preliminary Injunction**

As the moving party, the Plaintiff bears a heavy burden. “A preliminary injunction is an extraordinary remedy never awarded as of rights.” Winter v. Natural Res. Def. Council, 555 U.S. 7, 24 (2008). To succeed here it must show “(1) a likelihood of success on the merits; (2) that irreparable harm will result from denial of the injunction; and (3) that, in light of the likelihood of success on the merits, the risk of irreparable harm outweighs the potential harm in granting the injunction.” Tri-Nel Mgmt. v. Barnstable Board of Health, 433 Mass. 217, 219 (2001); see also GTE Products Corp. v. Stewart, 414 Mass. 721, 722-723 (1993). Additionally, before issuing the preliminary injunction, a judge is required to determine that the requested order promotes the public interest, or, alternatively, that the equitable relief will not adversely affect the public. Commonwealth v. Mass. CRINC, 392 Mass. 79, 89 (1984). SMAC cannot meet this high burden.

## **II. The Court Should Not Issue a Preliminary Injunction or a Temporary Restraining Order**

### **A. SMAC Cannot Establish Likelihood of Success of the Merits**

#### **1. This is a contractual dispute, not a constitutional violation.**

SMAC has repeatedly and egregiously violated the applicable Access Corporation Agreement (Exhibit A) with the Town of Stoughton by refusing to comply with accountability and transparency requirements, provide the required financial documents under the Agreement, as well as violations of contractual and statutory obligations to provide unbiased PEG access programming by not acting in favor or against any particular political issue or candidate. To wit- SMAC has refused to provide copies of its Bylaws or meet with the Selectboard as required by §§ of Access Corporation Agreement; failed to provide required inventories, capital management plans and annual financial audits. Further, during the time that the citizens of Stoughton were considering whether the Town should construct a new South Elementary School, SMAC violated its

*contractual* requirement to provide unbiased programming by broadcasting much more anti-School than pro-School programs (and refused to provide programming logs). While admittedly, the Town finally received an inventory and some financial documents for the *very first time* in July of this year (some ten months after the notice of breach), SMAC remains in breach of other important contractual obligations.

**a. SMAC has a long history of violating its Agreement with the Town.**

SMAC is a Massachusetts 501 (c) (3) non-profit corporation formed for the purpose of operating public access television channels in the Town of Stoughton (SMAC Bylaws, Article I (a), (d)). SMAC derives its authority from being "designated" by the Stoughton Select Board as the town's access provider as provided for in the town's current Comcast cable television license (December 1,2022), sec. 1.1 (a). Being thus designated entitles SMAC to receive the PEG Access funding grants in the Comcast license (Exhibit B).

The Town and SMAC first entered into an Access Agreement, confirming the town's designation and specifying the rights and responsibilities of each party, in December 2009, and the agreement was renewed up to August 2, 2022. SMAC operated without a contract thereafter, until the renegotiation of the rights duties and responsibilities of the parties, cumulating in the present, operative Access Corporation Agreement. The current agreement was intended to address the serious contractual performance issues that occurred during the pendency of the previous contract. During that ten plus year timeframe, SMAC did not adhere to its contractual obligations and was unable to provide the required paid membership lists, documentation related to notice of SMAC's annual meetings, other SMAC meeting notices, evidence of proper notice of public meetings, failed to maintain proper financial records and failed to ask the Selectboard appoint a new board member – leaving the seat vacant.

In 2020, the SMAC Board of Directors commissioned the “Hausammann Report” to review SMAC operations and procedures. The Report found express violations of SMAC’s own bylaws, as well as ineffectiveness in administration, management, and oversight in an organization that received hundreds of thousands of dollars annually by way of the Access Agreement.

As a result of these contractual violations and Town concerns, in 2023 the Selectboard and SMAC renegotiated the terms of the previous contract, resulting in the current agreement, attached hereto as Exhibit A.

**b. SMAC’s contractual violations continued under the 2023 Access Corporation Agreement**

Despite significant efforts from the Town to reform and reset the relationship with SMAC with adoption of the new, revised Access Corporation Agreement, SMAC continued to remain in non-compliance with its obligations. As such, on October 1, 2024, the Selectboard sent an Article VIII Notice of Breach, notifying SMAC of the breach of its obligations and its right to cure. (Exhibit C). Relevantly the Notice delineated violations of Article XI, §4, and multiple violations of Article V, §§5,9 and §11. That same day, Town Counsel sent SMAC a demand for records and litigation hold notice related to the ongoing breach. (Exhibit D).

Subsequently, the Town decided to not proceed with the public hearing at that time and sent Selectboard members Roberts and Carrara to negotiate with SMAC. During the negotiations after the notice of breach of contract, SMAC sent a draft copy of its federal complaint, clearly in response and in retaliation to the notice of breach. The Town waited almost a year to notice the hearing on SMAC’s breach of contract as it was trying to resolve the underlying issues with SMAC and bring SMAC into compliance with its obligations under the Access Corporation Agreement.

The timing is relevant, the Town's notice to SMAC of its breach long predated the instant litigation. Further it's clear that the notice of breach was the precipitating event triggering the lawsuit; and that the lawsuit was filed in retaliation to the notice of breach.

**c. The Notice of Breach and Notice of Hearing were as result of SMAC's breach of contract.**

SMAC attempts to deflect from its contractual deficiencies by correlating its bar from the Elementary School Building Independent Working Group ("Working Group") meeting with the October 1, 2024, Notice of Breach of Contract. However, the cause of the Town's concerns with SMAC's performance under the Agreement was SMAC's ongoing failure to perform its obligations. As set forth in that letter SMAC's breaches included:

Under Article XI, Section 4, the Agreement requires SMAC to, within forty-five (45) days of the full execution of the Agreement, i.e. by September 23, 2023, update and amend its Bylaws as may be necessary or advisable to be consistent with this Agreement. The Select Board has no evidence SMAC has complied with Article XI, Section 4 despite the passage of over a year since the Agreement was executed. Under Article V, Section 5, the Agreement requires that the president of the S.M.A.C. Board of Directors or his or her designee shall provide the Select Board with a quarterly update on the status of operations and capital planning. No such update has ever been provided despite the passage of over a year since the Agreement was executed.

Under Article V, Section 9 of the Agreement, "[r]eviews, reports or audits of its finances and operations shall be conducted and provided annually by S.M.A.C to the Issuing Authority and MUNICIPALITY within ninety (90) days after the close of S.M.A.C.'s fiscal year or within sixty (60) days after the filing of its state and federal tax returns...The Select Board has no evidence SMAC has complied with Article V, Section 9 despite the passage of over a year since the Agreement was executed.

Article V, Section 11 of the Agreement requires that, at the time of filing the Annual Review, Report and/or Audit, SMAC shall provide an inventory of its equipment and facilities together with a statement of its condition and corrective action, if any needed, taken or recommended to be taken to maintain all items in satisfactory condition. The Select Board has no evidence SMAC has complied with Article V, Section 11 despite the passage of over a year since the Agreement was executed.

Article V, Section 11 of the Agreement requires that SMAC shall prepare and approve annually a revolving three-year capital budget which shall be included in the President's quarterly update to the Select Board. The Select Board has no

evidence SMAC has complied with Article V, Section 11 despite the passage of over a year since the Agreement was executed.  
(Exhibit C)

The noted contractual deficiencies above are wholly unrelated to the Working Group and are emblematic of the ongoing issues with SMAC's performance.

## **2. SMAC's Claims Are Barred by the Neutrality Requirements It Contractually Accepted**

SMAC's First Amendment claims are barred because it contractually agreed to limit its editorial discretion through the Access Corporation Agreement's neutrality provisions (*see* Article v §13)<sup>1</sup>. The Agreement's provisions are voluntary restrictions that SMAC accepted in exchange for government funding, reasonable content-based (but viewpoint-neutral) restrictions. Further, the neutrality provision is consistent with the government's interest in providing balanced community programming, and subject to judicial enforcement like any contract term. SMAC cannot invoke the First Amendment to escape obligations it voluntarily assumed. Board of County Commissioners v. Umbehr, 518 U.S. 668, 677 (1996) (government may impose restrictions on independent contractors that it could not impose on general public). See also Anderson v. City of Bos., 376 Mass. 178, 200 (1978) (Use of public facilities improper on issue of public concern unless each side had equal representation and access).

## **3. SMAC Has No First Amendment Right to Forum Access**

The Working Group meetings were not public forums, and as such SMAC's claims fail because it has no constitutional entitlement to forum access.<sup>2</sup> The Town Manager prohibited

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<sup>1</sup> Section 13 "Political Activities Prohibited"

No funds nor facilities nor equipment provided hereunder shall be used for any partisan political activity or to further the election or defeat any particular candidate for public office. Such prohibition shall not apply to public interest forums, public presentations or the like where the facilities are available for the expression of all points of view for informational purposes.

<sup>2</sup> Although the initial vote on the debt exclusion to construct the new school failed, it later passed on April 10, 2025.

videoing the Working Group meeting as he wanted to assure candid discussion amongst the group members, and some of the members joined the group with the condition that they would not be filmed. SMAC had no First Amendment right to record the Elementary School Building Independent Working Group meetings. The Working Group was a temporary advisory body, convened by the Town Manager for a specific purpose, not subject to Open Meeting Law requirements (see Exhibit E, Open Meeting Law Decision) and accordingly, not a traditional or designated public forum.

Reasonable restrictions on the right to film may be imposed when the circumstances justify them. Gericke v. Begin, 753 F.3d 1, 7 (1st Cir. 2014). See Houchins v. KQED, Inc., 438 U.S. 1, 16 (1978) (no constitutional right of access to government information or facilities); see also Pitta v. Medeiros, 90 F.4th 11, 23 (1st Cir.), cert. denied, 144 S. Ct. 2631, 219 L. Ed. 2d 1269 (2024). The Town Manager's decision to exclude cameras from Working Group meetings to facilitate candid discussion constitutes a reasonable time, place, and manner restriction, not viewpoint discrimination.

Further, SMAC has conflated access rights with editorial control. The Agreement granted SMAC editorial control over content it produces, not unrestricted access to all government meetings. The Town has broad discretion to determine which meetings to open to recording and which to conduct without cameras present. Article V §3, entitled “Coverage of Local Meetings” requires SMAC to provide live coverage of all regularly scheduled meetings of the Selectboard, School Committee and Town Meeting. SMAC shall provide coverage of other meetings at the request of the Town. By the plain language of the Access Corporation Agreement, SMAC’s ability to broadcast non-specified meetings is at the request of the Town. Accordingly, it is the Town that decides what additional meetings, if any, are broadcast by SMAC.

#### **4. SMAC Cannot Establish Actionable Retaliation Under First Amendment Standards**

To prevail on a First Amendment retaliation claim, SMAC must prove: (1) it engaged in constitutionally protected conduct; (2) the defendants took adverse action against it; and (3) the protected conduct was a substantial or motivating factor for the adverse action. Nieves v. Bartlett, 139 S. Ct. 1715, 1722 (2019). SMAC cannot satisfy this standard for multiple reasons.

##### **a. SMAC's Conduct Was Not Protected Speech**

SMAC's attempt to record the Working Group meeting was not constitutionally protected activity. As explained above, there is no First Amendment right to *record* the Working Group meeting. Moreover, SMAC's alleged editorial decisions (what to air, how to edit) may not constitute "speech" by SMAC itself, but rather facilitation of third-party speech through a government-funded forum.

##### **b. The Town's Actions Were Not Adverse.**

Enforcement of contractual obligations does not constitute adverse action. The Town issued a default notice after SMAC failed to provide required financial documentation and failed to perform other obligations under the 2023 Access Corporation Agreement. The Town only scheduled the October 9<sup>th</sup> hearing after negotiations with SMAC failed and the breaches were still outstanding. Further, Town officials expressing concerns about programming does not violate the First Amendment, nor does concerns over SMAC's breaches of the Access Corporation Agreement.

##### **c. SMAC Cannot Establish a Causal Connection to any protected activity.**

SMAC cannot show that any protected speech was a substantial motivating factor for the Town's actions. To prevail on such a claim, a plaintiff must establish a "causal connection"

between the government defendant's "retaliatory animus" and the plaintiff's "subsequent injury." Hartman, 547 U.S. at 259. It is not enough to show that an official acted with a retaliatory motive and that the plaintiff was injured—the motive must *cause* the injury. Specifically, it must be a "but-for" cause, meaning that the adverse action against the plaintiff would not have been taken absent the retaliatory motive. Id., at 260, 126 S.Ct. 1695 (recognizing that although it "may be dishonorable to act with an unconstitutional motive," an official's "action colored by some degree of bad motive does not amount to a constitutional tort if that action would have been taken anyway"). Nieves v. Bartlett, 587 U.S. 391, 398–99, (2019).

The Town's concerns focused on SMAC's ongoing contractual breaches (see Exhibits C and F ). These are all legitimate, non-retaliatory reasons for the Town's conduct. SMAC bears the burden to prove retaliation was the "but-for" cause, which it cannot do. Nieves, 139 S. Ct. at 1722.

#### **d. No Chilling Effect**

SMAC continued to operate and produce programming throughout the relevant period. The fact that one videographer now avoids Select Board meetings does not establish a constitutional violation—personal preferences about work assignments do not rise to constitutional magnitude.

#### **5. SMAC does not have standing to assert violations of the Massachusetts Ethics Law**

Massachusetts General Laws c. 268A governs the conflict-of-interest laws, and the State Ethics Commission, as set forth in G.L. c. 268B, or the Attorney General are the only entities authorized to investigate and enforce the relevant law. There is no private right of action under either c. 268A or c. 268B, therefore SMAC has no standing to enforce alleged violations of that law. Furthermore, as a practical matter, a litigant should not be able to file a lawsuit against a public official in order to preclude that official from performing her official public duty. The sole case that SMAC relies on, Nantasket Beachfront Condominiums, LLC v. Hull Redevelopment

Auth., 87 Mass. App. Ct. 455, (2015), is not supportive of SMAC's position. In fact, that court determined where a public official's potential conflict of interest may have been in play, plaintiff's "failure to follow the statutorily prescribed procedures prevents it from now asking a court to invalidate the" result. Accordingly, SMAC's conflict of interest argument is without merit and should be disregarded by this Court.

**B. No irreparable harm will result to SMAC if the preliminary injunction is denied.**

On October 9, 2025, the Selectboard will conduct a hearing pursuant to Article VIII as to whether there has been a breach of the Agreement, and whether that breach has been cured or otherwise excused or waived. (Exhibit F). The Board will then decide and advise SMAC within ten (10) days of any remedy the Board elects to impose.

The remedies identified in the Agreement are:

- (1) withdraw its Designation of SMAC granted under Article III of this Access Agreement, and thereby terminate this Access Agreement;
- (2) impose Liquidated Damages as set forth in Section 2 of this Article;
- (3) impose any other sanction as may be lawfully determined to be reasonable under the circumstances; or
- (4) excuse or waive the breach for good cause shown.

The outcome of the hearing is not preordained, and SMAC will have the opportunity to present its case with evidence. "Mere financial loss is not irreparable harm." Do Corp. v. Stoughton, 2013 WL 6383035 at \*9 (United States District Court, D. Massachusetts, Dec. 6, 2013)<sup>7</sup>, see also Charlesbank Equity Fund II v. Blinds To Go, Inc., 370 F.3d 151, 162 (1st Cir. 2004) (finding that pecuniary harm resulting from loss of control of business is not irreparable

harm). “Economic loss alone does not usually rise to the level of irreparable harm which a party must establish to obtain a preliminary injunction.” Hull Mun. Lighting Plant v. Massachusetts Mun. Wholesale Elec. Co., 399 Mass. 640, 643 (1987). Accordingly, SMAC will not be able to show irreparable harm to the Town going forward with the October 9 hearing.

**C. The Balance of the Equities tips strongly in the Town’s Favor**

Before issuing a preliminary injunction, a judge must determine “that the requested order promotes the public interest, or, alternatively, that the equitable relief will not adversely affect the public.” Mass. CRINC, 392 Mass. at 89. “What matters as to each party is not the raw amount of irreparable harm the party might conceivably suffer, but rather the risk of such harm considering the party’s chance of success on the merits. Only where the balance between these risks cuts in favor of the moving party may a preliminary injunction properly issue.” Packaging Indus. Group, Inc. v. Cheney, 380 Mass. 609, 617 (1980), quoting Abner A. v. Massachusetts Interscholastic Athletic Ass’n, 490 Mass. 538, 545 (2022).

In the instant matter, the balance clearly favors allowing the Town to go forward with the October 9 hearing so that the long standing contractual issues with SMAC can be addressed and assure that the public receives the benefit of the bargain. Accordingly, the Preliminary injunction should be denied.

**D. The Individual Defendants are protected by Qualified Immunity**

Even if Town Manager Calter and Selectboard members Mokriskey and Cavey had violated the Plaintiff’s constitutional or statutory rights—which they did not, the Plaintiff’s 1983 claim against them still fails (as would the MCRA claim by implication) because they are protected by qualified immunity since it has not been clearly established through existing precedent that their conduct would violate the First Amendment.

Qualified immunity provides public officials, including town officials like the Town Manager and Selectboard members, protection from civil liability for actions taken under color of state law. Gray v. Cummings, 917 F.3d 1, 9–10 (1<sup>st</sup> Cir. 2019). The Court has reiterated the importance of deciding qualified immunity issues promptly, i.e., at the earliest stage of the litigation. Littles v. Comm’r of Correction, 444 Mass. 871, 879 (2005), citing Gutierrez v. Massachusetts Bay Transp. Auth., 437 Mass. 396, 403 (2002). The qualified immunity analysis has two facets: (1) whether the defendant violated the plaintiff’s constitutional rights; and, if so, (2) whether the allegedly abridged right was “clearly established” at the time of the defendant’s alleged misconduct. Gray, 917 F.3d at 10. This second inquiry also has two facets. First, the plaintiff must identify either controlling authority or a consensus of cases of persuasive authority sufficient to send a clear signal to a reasonable official that certain conduct falls short of the constitutional norm. Gray, 917 F.3d at 10, citing Alfano v. Lynch, 847 F.3d 71, 75 (1<sup>st</sup> Cir. 2017). Second, the plaintiff must demonstrate that “an objectively reasonable official in the defendant’s position would have known that his conduct violated that rule of law.” Significantly, the doctrine of qualified immunity is meant to give government officials breathing room to make reasonable but mistaken judgments and protects all but the “plainly incompetent or those who knowingly violate the law.” Hunt v. Massi, 773 F.3d 361, 367 (1<sup>st</sup> Cir. 2014).

Once an official invokes qualified immunity, the plaintiff bears the “heavy” burden of demonstrating that the law in the particular context of the plaintiff’s case was clearly established at the time of the alleged violation. Mitchell v. Miller, 790 F.3d 73, 77 (1<sup>st</sup> Cir. 2015). Because the individual defendants have claimed qualified immunity, the burden is now on the Plaintiff to show that the protection does not apply. Lopera v. Town of Coventry, 640 F.3d 388, 395-96 (1<sup>st</sup>

Cir. 2011) (“[W]hen a movant raises qualified immunity, the non-movant bears the burden of demonstrating that qualified immunity does not apply.”).

Here, as addressed above, SMAC does not allege any facts that clearly establish that the individual defendants violated any of its constitutional rights, so they are protected by qualified immunity. In addition, the second step of the qualified immunity analysis further establishes that qualified immunity protects the individual defendants because based on the allegations in SMAC’s Complaint, there is no controlling authority or a consensus of cases of persuasive authority sufficient to send a clear signal to all reasonable town officials in the shoes of the individual defendants that their alleged conduct would violate SMAC’s constitutional rights. Gray, 917 F.3d at 9–10; Alfano v. Lynch, 847 F.3d 71, 75 (1<sup>st</sup> Cir. 2017). In other words, the individual defendants are protected because SMAC cannot meet its burden to identify any case law to establish that SMAC’s allegations constitute clearly established constitutional violations of which reasonable town officials would have known.

### **CONCLUSION**

For the foregoing reasons, the Defendants respectfully request that the Court issue an Order denying the Plaintiff’s motion for a Preliminary Injunction.

Respectfully submitted,

The Defendants,  
By their attorneys,

*/s/ Crystal Huff*

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## CERTIFICATE OF SERVICE

I hereby certify that this document was filed through the ECF system and will therefore be sent electronically to the registered participants as identified on the Notice of Electric Filing (NEF) and paper copies will be sent to those participants indicated as non-registered participants.

*/s/ Crystal Huff*

Crystal Huff, BBO #681860

Dated: October 8, 2025

Stoughton Media Access Corporation (10/9/2025 7PM)

Good evening, Mr. Chairman and Select Board's members. My name is Mark Linde, a resident of Bridgewater, also an elected Town Councilor, who had served in the paid capacity as the Station Manager at Stoughton Media Access Corporation (SMAC) in 2021. I was born in Stoughton. I respect the citizens of Stoughton, and I love Stoughton. I am here to share relevant and important information as a former employee with my colleague David Young (former Access Coordinator) regarding SMAC's infidelity to its contract responsibilities with the Town of Stoughton. The leadership of this Board of Directors is directly relevant to the situation that brings us here tonight. The Town of Stoughton finds itself in an untenable relationship with SMAC that has caused grave concern.

Before joining SMAC as the station manager, I read an exhaustive report by the esteemed and experienced Marc Hausmann commissioned by the Board of Directors. The findings of this report created fear with the regard to the behavior of individual and collective actions of the Board of Directors with John Stagnone as President and Stephen Bates as Treasurer. Regardless of the findings of this report I chose to accept this position assuming that the report had resulted in a change of behavior. Unfortunately, I encountered and experienced the same behavior from the leadership of the Board outlined in the Hausman report.

Through you Mr. Chairman I would like to provide factual testimony regarding my firsthand experience with SMAC which I'm certain you will find relevant to the fact that past and present Directors of SMAC not following their contractual obligations to the Town. Mr. Chairman, I've read the agenda with regards to contract compliance and have prepared my remarks consistent with the format outlined in your agenda.

There are several points that I'm certain would be of significance to Board members as you determine the appropriate actions you will take with respect to SMAC and its Board of Directors.

Point #1: During my tenure at SMAC I worked on the bylaws of the organization utilizing my 37 years in leadership roles at public access organizations. I was told by BOD President John Stagnone that it was a "board matter" and wasn't for me to be involved as Station Manager. The prior Station Manager before me, Michael Hammond was told the same thing. He was here much longer than myself and could not be here tonight due to an important work commitment.

Point #2: As Station Manager I worked on financial information to provide to the BOD. I was told it was the Treasurer's responsibility and also of Mr. Hausman who prepared financial information. My prior experience in my prior job showed my expertise in doing so. There was never a Treasurer's report prepared or presented by the actual Treasurer, Stephen Bates. All checks were signed and authorized by President John Stagnone. My access to bank statements was limited and then the statements didn't come to our mailing address. They were sent elsewhere. For a non-profit adequate checks and balances were required by law. There were none.

Point #3: An outside auditing firm (CPA) was engaged in Chelmsford, MA. I wanted a Stoughton or nearby CPA firm to do our filings and was told it was "none of their business." Both the previous station manager and I were told we didn't submit information on time for financial reviews, which was false as we both kept time/date stamps on our submissions. IRS filings were not done on a timely basis with extensions. On the last day of my job, I received an IRS notice documenting this. The state Annual reports were also filed late. I received a directive to do this a certain way by John Stagnone President, and it wasn't my role to pick the CPA firm. IRS guidelines suggest new audit and accounting firms every 6 years. This one was employed over that timeframe. The Treasurer wasn't a part of this process. It was controlled by the President.

Point #4: Equipment inventory records asked for by the Town that were never submitted to this day to the best of my knowledge were impossible to track. I tried to update them despite inadequate records. Old equipment was never properly disposed of, stored upstairs behind locked closed doors. Previous records were never available to me as Station Manager.

Any record was then created by me. I suggested inventory tags with barcodes but was told they were too expensive. There was always a veil of secrecy hovering over any records at SMAC.

Point #5: I was tasked with creating both a capital equipment and facility budget. I was told that the considerable stockpile of subscriber revenues given by the Town of Stoughton to SMAC was to be used for a "studio" reserve and we were not allowed to buy simple equipment necessary for the~~x~~ operation of the existing SMAC studios. All expenditures were micromanaged by one director. This was the overreaching theme during my brief tenure. Secrecy and non-compliance. Under non-profit rules and IRS laws a non-profit is held to the highest possible standards. The BOD has specific roles. Policy, providing financial resources and exercising their fiduciary duties as a collective board. The day-to-day operation is left to the Station Manager.

Micro-management and surveillance were the culture at SMAC instituted by the BOD President Mr. Stagnone. Without board authorization (unless done in one of the many secretive executive sessions) a camera recording system that may have included audio recording was installed with direct view of administrative operations, nearby bathrooms, entrances and exits. The alarm codes were set by Mr. Bates and his preferred vendors to watch every move. The vendors have a close and personal relationship with Mr. Bates and Mr. Stagnone. This was a clear conflict of interest and against non-profit rules.

Another example is that we were ordered to use an out of town vendor for trash disposal. I suggested the Town vendor and was told that it was fine. The dumpster was 2 times the size we needed.

I had a binder with CONFIDENTIAL and personnel information removed from my office as BOD President Stagnone had keys to my office. Furthermore, he was the keeper of the online email accounts and the administrator. My predecessor the previous station manager's emails were controlled by the President and reluctantly shared with me.

As the station manager I was not allowed to seek competitive bids for our service providers. The trash company was from Abington not Stoughton as I suggested. The cleaners were vendors of Treasurer Bates. We have photo evidence of the large dumpster (not needed) being filled with construction and materials from a few of our board members' names on them.

As station manager I would receive and open the daily mail unless a specific name was on it. If that was the case, I put it in a file folder on my desk as the President and Treasurer had keys to my office. The treasurer was the person that could duplicate keys with his preferred vendor. On one occasion Mr. Stagnone questioned why I would open the mail. I reminded him as the station manager that was part of my job. He then told me it was't and forwarded bank statements and other mail to another address. Most mail stopped coming to our mailbox.

At this current time Mr. Chairman SMAC has most of the same problems that were present during my tenure, my predecessor's tenure and my former work colleague David Young who worked there for many years.

Mention  
Jeff  
Pickett  
Liven  
out

With my over 35 years of professional management and direct experience in PEG access stations it is and remains my observation that because I had constant objections to this micromanagement, noncompliance and improper practices my tenure came to an abrupt end only 179 days after my hiring date in June 2021. Mr. Mullen and Mr. Stagnone came to my office in early December 2021 as told me my services were no longer needed and forced me to sign paperwork. I barely had 10 minutes to retrieve my personal belongings. Because I did not succumb to the constant interference and threats to myself regarding other employees I was shown the door. I'm not here to disparage or for any type of retribution. I'm here to make clear that this organization and its past and present directors are in complete non-compliance with their charter and obligations under the contract with the Town of Stoughton.

8:50

July 31, 2025

**VIA E-MAIL**

Leonard H. Kesten, Esq.  
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**\*\*CONFIDENTIAL SETTLEMENT COMMUNICATION\*\***  
**\*\*FED. R. EVID. 408 INADMISSIBLE SETTLEMENT NEGOTIATION\*\***

Re: *Stoughton Media Access Corporation v. Town of Stoughton, et al.*;  
No. 1:25-cv-10886-IT (D. Mass.)

Dear Lenny:

Pursuant to Local Rule 16.1(c), Plaintiff, Stoughton Media Access Corporation (“SMAC”), makes the following offer of settlement to the Defendants, Town of Stoughton (“Stoughton”), Thomas Calter III, Stephen Cavey, and Joseph Mokrisky.

SMAC is willing to resolve this litigation on the following material terms:

1. The Defendants shall make payment to SMAC in the amount of \$1,936,796.00.
2. The parties shall agree that Article XI, § 1, Par. 1 of the Access Agreement shall be deleted in its entirety and replaced with “The Access Corporation agrees that the Issuing Authority shall appoint two Directors to the Board of Directors of the Access Corporation for a term of two years, one of whom should be a Senior Citizen (65 years or older) if possible, and each of whom shall be Stoughton residents; and that the School Committee of the Issuing Authority shall appoint one Director for a term of two years who shall be a Stoughton resident. Once appointed only SMAC may remove, discharge, discipline or otherwise manage any and all its Directors.
3. The parties shall agree to amend Article VIII of the Agreement to provide that SMAC is entitled to liquidated damages in the event that Stoughton and/or the Stoughton Select Board breach the Agreement.
4. The parties shall agree that SMAC’s Bylaws shall be amended to: (a) be consistent with Article XI, Section 1, of the Agreement, as amended pursuant to Point 2, above;

(b) remove all provisions, terms, language, and references, including in Article III, which purport to divest or have the effect of divesting SMAC and or its members of the ability to amend SMAC's Bylaws without approval by Stoughton and/or the Stoughton Select Board; and (c) remove all provisions, terms, language, and references which purport to permit or have the effect of authorizing Stoughton, the Stoughton Select Board, and/or the School Committee to remove, with or without cause, any members of SMAC's Board of Directors.

5. The Defendants shall remove all of their defamatory statements regarding SMAC and SMAC's Directors, Officers, Board Members, and employees from all publications and platforms, including but not limited to all social media platforms.
6. The parties shall execute mutual releases.

SMAC continues to reserve (and waives none) of its rights, including but not limited to its right to seek additional damages at trial. We look forward receiving your response on or before August 7, 2025, per Paragraph 2 of the Court's Notice of Scheduling Conference [ECF No. 27].

Very truly yours,



Zachary M. Wallack  
ZMW

cc: Thomas R. Donohue, Esq. (via email (tdonohue@bhpklaw.com))  
Crystal Huff, Esq. (via email ((chuff@bhpklaw.com))

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

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STOUGHTON MEDIA ACCESS CORPORATION, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
THE TOWN OF STOUGHTON, MASSACHUSETTS, )  
THOMAS CALTER III, STEPHEN CAVEY, and )  
JOSEPH MOKRISKY, in their individual )  
and official capacities, )  
 )  
Defendants. )

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Civil Action No.  
1:25-cv-10886-IT

BEFORE THE HONORABLE INDIRA TALWANI, DISTRICT JUDGE

MOTION HEARING

Wednesday, October 8, 2025  
3:35 p.m.

John J. Moakley United States Courthouse  
Courtroom No. 9  
One Courthouse Way  
Boston, Massachusetts

Robert W. Paschal, RMR, CRR  
Official Court Reporter  
rwp.reporter@gmail.com

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1 to understand the issues. So I'll let you start.

2 MR. ZOPPO: Good afternoon, Your Honor.

3 I'd like to just outline briefly some facts of  
4 what's been going on in addition to what I'm sure Your Honor  
5 has been able to read of the affidavits. Thank you, by the  
6 way, for making time for us this afternoon. I know we just  
7 got this matter into court recently.

8 I note, Your Honor, that we've submitted, I think,  
9 four affidavits. There's no counter-affidavits filed, nor  
10 was I served with any this morning. And in the absence of  
11 counter-affidavits, the Court's free to take the complaint  
12 and affidavits as true, should you choose to do that. And we  
13 think there's enough corroborating --

14 THE COURT: The complaint is -- I know the proposed  
15 amended complaint is verified. Is the original complaint  
16 verified as well?

17 MR. ZOPPO: The original is -- is not verified, but  
18 there's four affidavits which are pretty comprehensive,  
19 especially the affidavit of Mr. Stephen Bates, in terms of  
20 what's in the complaint. And, yes, the proposed affidavit  
21 is -- I'm sorry -- the proposed complaint is verified.

22 THE COURT: Okay. But I'm -- I've got your  
23 affidavits.

24 MR. ZOPPO: Okay.

25 THE COURT: You've asked me to take note of the

1 complaint, but that's not verified. And the amended -- the  
2 proposed amended complaint is, at this point, only a proposed  
3 amended complaint. So for my facts, I have your affidavits.

4 MR. ZOPPO: Correct. And there isn't anything  
5 other than -- in counter-affidavits to controvert what's in  
6 the complaint, verified or not, is what I meant. I'm sorry,  
7 Your Honor. Thank you.

8 In terms of what's contained in the affidavits,  
9 it's quite important because it tells the story of why we're  
10 here today, but also why it's so important that we get some  
11 relief. And I can, of course, review them to the extent that  
12 you would like me to spend some time doing that; otherwise, I  
13 permit the Court to just go through the affidavits on your  
14 own.

15 THE COURT: I have one perhaps fundamental  
16 question.

17 MR. ZOPPO: Yes.

18 THE COURT: Your -- all the way through, you keep  
19 equating not being allowed to record things as not having  
20 access to proceedings.

21 And we're in a courtroom here now. You're not  
22 allowed to -- it's a public courtroom. The door is open.  
23 Sometimes we have things that the media is interested in, and  
24 sometimes they sit there taking notes or they draw. But we  
25 don't record in the courtroom, and it's public access.

1           So when you're using those words interchangeably,  
2 you're saying, if I'm not allowed to record, that means there  
3 is not public access, you confuse me. You've lost me,  
4 because I operate in a world where we don't record.

5           MR. ZOPPO: Yes.

6           THE COURT: So --

7           MR. ZOPPO: Well, Your Honor, the thrust of the  
8 affidavits isn't that it was an event-driven thing where we  
9 were asked to leave a particular meeting and not record, but  
10 rather the events thereafter trying to steer what the content  
11 was -- excuse me -- that SMAC should be broadcasting. Those  
12 are really the events --

13          THE COURT: But throughout -- fair enough. We can  
14 focus on the events you want. But just to be clear, as I  
15 read through your affidavit, there's repeatedly one statement  
16 after another where you say, "We were denied access because  
17 we were not allowed to record," or, "This contradicted what  
18 the defendant said when they said it was a public meeting,  
19 but we were not allowed to record."

20          And I don't understand the equating of recording  
21 and being allowed to attend a public meeting.

22          MR. ZOPPO: Well, Your Honor, as it relates to that  
23 one event in September of 2024. First of all, we were  
24 invited to the event, not -- we didn't just show up at the  
25 event. We thought it was newsworthy, asked to leave, left.

1 THE COURT: Asked to leave because you wanted to  
2 record it.

3 MR. ZOPPO: I suppose that they could have stayed  
4 there to observe because the public was invited.

5 THE COURT: Well, not just observe, but what people  
6 do. Anybody back there who wants to be taking notes on this,  
7 you take notes on it, you can report on it. Everything is  
8 there except running the tape. So that -- that has never  
9 been closed off, just to be clear.

10 What you're complaining about is not that you're  
11 not allowed to attend these events. What you're saying is  
12 that SMAC was prohibited from recording these events.

13 MR. ZOPPO: Actually, Your Honor, as I'm  
14 recollecting, I don't -- I don't think that there was any  
15 other event we were asked to leave and not record except that  
16 one.

17 THE COURT: Okay.

18 MR. ZOPPO: And so -- and so I took the exchange  
19 that I heard from my client; and I think, as Mr. Bates'  
20 affidavit and Anna Zulawnik's affidavit points out, they were  
21 asked to leave. I don't know that it was presented as an  
22 option, "Gee, you can stay." So I think they just left.

23 THE COURT: Well, everything that you have in here  
24 has the conversation going back and forth that you were told  
25 you weren't allowed to record. You equate not recording as

1 not having access. I just want to be very clear here that  
2 you'll need to do a lot more work to convince me that not  
3 recording and access -- because as I said, as I sit here in  
4 this courtroom, that's our rules here, so --

5 MR. ZOPPO: Well, in SMAC's world, they exist to  
6 record to broadcast, so --

7 THE COURT: Well, they may do that. That may be  
8 their reason. So does the *Boston Globe* when they want to  
9 come in here and record, but they're not allowed to.

10 MR. ZOPPO: I'm not familiar with the business  
11 model at SMAC that they send people to and then they take  
12 notes and then they write about it, so much as that they  
13 record it and broadcast it.

14 THE COURT: But just -- that may be their choice of  
15 a business model. But right now -- right now, all we're  
16 talking about is you are saying throughout your papers that  
17 you were denied access. And I just want to be very clear,  
18 you were denied the opportunity to record. I don't  
19 understand any right that any entity has to record events  
20 unless by contract or by something. I don't -- I don't see  
21 where you have a right to record events as a part of the  
22 First Amendment.

23 MR. ZOPPO: Point well taken, Your Honor, except  
24 that the access agreement speaks throughout the contract  
25 between the Town and SMAC speaks throughout about their

1 coverage of stories, but not in terms of --

2 THE COURT: But it doesn't say that they are  
3 allowed to record whatever they want to record. It says  
4 they're obligated to record certain things, right? They're  
5 obligated to -- the major meetings, whatever they are,  
6 they're obligated to carry those.

7 And they may be permitted to record others, but not  
8 that they're allowed to say, "Well, we want to make our  
9 business recording things; and, therefore, that's what" -- I  
10 mean, you could just as well have Court TV come in here and  
11 say they really want to film me, and I'm going to say no, and  
12 they're going to say but that's their business model, and I'm  
13 going to say no.

14 MR. ZOPPO: True, to the extent, Your Honor, that  
15 the practice at SMAC as well as the broadcasting and what  
16 they're in business to do is to record and broadcast.

17 THE COURT: But it's not a First Amendment right.

18 MR. ZOPPO: Your Honor, your point is well taken,  
19 that we were asked to leave and we left. We think that the  
20 incidents well after that that continued, that was just one  
21 of -- there are many that preceded it. There are many that  
22 followed it. And that's just by way of one example, we  
23 think, of the Town trying to steer what the content is that  
24 is broadcast by SMAC. First Amendment right, at that point  
25 in time, open meeting law aside, the point is well taken.

1           Your Honor, again, I urge you to read the  
2 affidavits, if you haven't already. They tell what the  
3 company's been through for the past couple of years and why  
4 we're here today. And the fact that --

5           THE COURT: Well, let's talk about why we're here  
6 today, because this has been pending for a while, and now  
7 we're here on an emergency basis. And I -- I understand what  
8 you're wanting me to do at this point -- I think I  
9 understand -- is you want me to stop a public meeting, a  
10 meeting of elected representatives from taking certain  
11 action. That's what you want me to do?

12           MR. ZOPPO: To not terminate the access agreement,  
13 Your Honor. Correct.

14           THE COURT: So you're asking me to order the  
15 elected officials to not terminate the agreement?

16           MR. ZOPPO: One of them I think is appointed, and  
17 the other five are elected, two of whom -- three of whom are  
18 also defendants in the case.

19           THE COURT: Okay. So assuming that's the relief  
20 you want, aren't you premature? Right now, there's nothing  
21 that's been terminated.

22           MR. ZOPPO: Well, that's correct, except that we  
23 have no idea when that would happen.

24           THE COURT: Okay.

25           MR. ZOPPO: So --

1           THE COURT: So supposing they -- there is a vote  
2 and the vote is to terminate the contract, why wouldn't that  
3 be the time to ask me for this relief after the decision has  
4 been made to say, "No, don't do it; hold that decision in  
5 abeyance while we litigate the case," rather than saying to  
6 me, "You should not allow them to exercise their judgment"?

7           They may decide not to terminate it -- I don't  
8 know -- and then I will have intruded myself where I don't  
9 belong.

10          MR. ZOPPO: Well, Your Honor, undoing what they've  
11 already done is a different case than trying to stop what  
12 seems to us to be inevitable.

13          THE COURT: Well, so I don't think, legally, your  
14 request is any -- I mean, your request at that point is a  
15 heavy lift, but it is right now too. It is likelihood of  
16 success on the merits and irreparable harm. But you're a lot  
17 closer to irreparable harm if they have voted.

18          And you asked me to come in and stop their -- and  
19 enacting what they voted; that would be a few steps down the  
20 road. Right now you're asking me not to have them -- you  
21 know, you could be saying, "We don't even want them to debate  
22 this." I think you're saying that. I don't know.

23          MR. ZOPPO: No.

24          THE COURT: Okay. So you're not asking me not to  
25 have them debate this issue?

1 MR. ZOPPO: No.

2 THE COURT: Because I thought you said you didn't  
3 want these people to be talking at the meeting.

4 MR. ZOPPO: We think that the people that are  
5 individual defendants shouldn't be involved in the  
6 decision-making or the deliberation, period.

7 THE COURT: Right, but you're asking me to order  
8 them to not participate.

9 MR. ZOPPO: Your Honor, yes. And we think that  
10 there's a basis to do that. And we think that any decision  
11 that's done with their participation, as a matter of contract  
12 law, as a matter of ethics, as a matter of whether or not  
13 SMAC is free to broadcast what it wants to and what the  
14 producers are asking them to, that it would be essential.

15 And I might add the following, Your Honor: My take  
16 on reading the notices and the letters is that this hearing  
17 is it. There isn't anything that has to happen, and  
18 certainly the vote would not be, I don't think, a public  
19 vote.

20 So there isn't anything from here between here and  
21 termination. It's just after the termination. So there  
22 isn't -- there isn't, like, a warning that I take away from  
23 it.

24 THE COURT: You can stay -- you can come in here  
25 and ask me to stay the termination.

1 MR. ZOPPO: Your Honor, I don't -- whether it's a  
2 heavy lift or not a heavy lift, the way we've interpreted,  
3 and I think it's the reasonable way of interpreting it, is  
4 that this hearing is about the termination. I mean, the  
5 defaults have been pending for a year, and no one has said  
6 anything about it. We've cured them a year ago and --

7 THE COURT: Well, they wrote to you and said, "We  
8 hear what you're saying. We haven't -- we reserve our rights  
9 to hold all of these things still over you." That's what  
10 their letter says. It doesn't say it's all cured.

11 MR. ZOPPO: No, you're right, Your Honor. But  
12 there's never been any -- any notice of why the cure is  
13 insufficient or -- I mean, the cure provisions exist in the  
14 access agreement for a reason. The select board has liaisons  
15 in the access agreement to prevent this sort of thing from  
16 happening to begin with.

17 And both of these letters, the 2024 letter and the  
18 2025 September 11th letter, just kind of came out of the  
19 blue. But if you put it in the context of what has happened,  
20 I mean, they're fairly -- it was predictable if what the  
21 result was, the objective was, was to control SMAC's  
22 programming and content as well as the rest of their  
23 operations. And just, if you didn't get that, then just  
24 terminate the agreement and do whatever you're going to do  
25 with, you know, local broadcasting in Stoughton.

1           So we think that it is ripe because we don't think  
2           that the Town, that there's a chance that, with three  
3           defendants in this litigation making the decision on whether  
4           to terminate the contract, that it's reasonable to assume  
5           they will not. They have all the incentive, and they know  
6           that the contract is the sole source of revenue of SMAC. And  
7           they don't like what we're doing. I mean, that's evident  
8           from default letters to the interactions that are in the  
9           affidavits.

10           THE COURT: Well, so -- so I have your version of  
11           what has happened, and as you point out, they don't have  
12           affidavits that are different. So taking your version of  
13           what has happened, you have this one dispute about  
14           broadcasting the working group, to which SMAC's reaction  
15           about this interaction is, "We've had our rights trampled  
16           on."

17           And as I said, my read of it is I don't really  
18           understand that at all, because as I said, I do the same  
19           thing here. I don't let people, the whole district court  
20           doesn't let people, film or record. And so I don't see that,  
21           and I don't see that as interfering with your First Amendment  
22           rights.

23           I think it's their right whether, when they're  
24           holding meetings, to allow themselves to be recorded or not.  
25           That's their choice. And I don't think I see a problem. So

1 we have that event.

2 After that, what I think you're saying is that one  
3 or another of the individual defendants can -- charged you  
4 with -- said that you were one-sided on an issue, the school  
5 building issue, that you were overly doing that. And your  
6 response to that is they were factually incorrect.

7 But if -- do I have in front of me enough reason to  
8 suspect that that was asking you -- I think your insistence  
9 on it is that they were trying to have you favor the other  
10 side as opposed to their coming forward and saying what I  
11 think you've quoted them as saying, is "People are  
12 complaining to us that you're covering one issue."

13 That complaint may have been accurate. That  
14 complaint may have been misguided. It may be that the timing  
15 of when things are, it may be what the substance of it, which  
16 dates -- who knows. I don't know. But you have them simply  
17 saying to you, "We are being told -- people are complaining  
18 to us that you are doing one-sided coverage."

19 MR. ZOPPO: Okay. So if you look at this as two  
20 events and those are the only two events that happened, I  
21 would say, yes, Your Honor, that on the basis of those two  
22 events, you probably don't have an emergent matter based on  
23 First Amendment rights. But if you put in context of the  
24 several events that predated the meeting and the several  
25 dates that postdated the meeting, I think it's pretty clear.

1           THE COURT: So let me put to one side and coming  
2 back to it, because, obviously, the centerpiece of your  
3 motion is going to be First Amendment issues, but let me put  
4 that to one side. On the contract issues, tell me what your  
5 contract issues are here.

6           MR. ZOPPO: Oh. The contract issues are that we've  
7 been through this situation with the Town before. The access  
8 agreement is a product of settling that, and there's  
9 machinery in it to avoid this in the future. And none of  
10 that machinery was employed. It was just default letters.  
11 And litigation --

12           THE COURT: So they breached the agreement by --  
13 and I don't have the amended complaint yet in front of me,  
14 right? I have to rule on this based on the original  
15 complaint. So the breach of the contract is what?

16           MR. ZOPPO: The breach of the contract is trying to  
17 steer the content. The breach of the contract is --

18           THE COURT: And where's the provision that you're  
19 relying on for that?

20           MR. ZOPPO: Hang on.

21           It's Section 2 about editorial discretion,  
22 Your Honor.

23           MR. WALLACK: Article V, Section 2, Your Honor.

24           MR. ZOPPO: It's on page 4.

25           MR. WALLACK: Page 5.

1 MR. ZOPPO: Page 5. Thanks.

2 THE COURT: And there is a reference there,  
3 notwithstanding the foregoing, the programming is designed to  
4 achieve the purposes set forth in the articles of  
5 incorporation and bylaws. What are those? Do I have that,  
6 or is that not relevant to anything here?

7 MR. ZOPPO: I -- I don't see that the bylaws change  
8 the analysis, that it's up to SMAC. And one of the practical  
9 reasons it's up to SMAC, and I don't think that's the only  
10 reason for having it in there, is the Town doesn't want any  
11 liability for what gets broadcast. So it's up to you guys,  
12 and, you know, you pick it. And at a minimum, you have to  
13 cover this, this, and this; but there's not a provision that  
14 says the town manager can order you what to record and what  
15 not to.

16 THE COURT: Well, they can order you not to record  
17 their own meetings. That, you would have to agree with me.

18 MR. ZOPPO: Not to record their own meetings --

19 THE COURT: Right.

20 MR. ZOPPO: -- yes, their --

21 THE COURT: Their meetings that they don't want  
22 anyone to record, you don't get a special right by this  
23 contract.

24 MR. ZOPPO: Right. Executive sessions, all of that  
25 stuff is off limits.

1           THE COURT: Or this working group if that's what  
2 they decided.

3           MR. ZOPPO: That one incident, yes, Your Honor.  
4 They can order us to leave. We left.

5           THE COURT: Well, I'm not saying they should have  
6 ordered you to leave. I'm just saying you don't have a claim  
7 that you had a right to record it.

8           MR. ZOPPO: Your Honor, I think it was newsworthy.

9           THE COURT: I don't see how that gives you a right  
10 to record it. I'm going to have somebody right outside there  
11 thinks this is newsworthy. Do they have a right to record  
12 it?

13           MR. ZOPPO: Well, Your Honor, I agree with you  
14 that -- they were asked to leave, but when you put it in the  
15 context of the rest of what happened, it was pretty clear  
16 that they -- the Town wants certain coverage and doesn't want  
17 other coverage.

18           THE COURT: Okay.

19           MR. ZOPPO: So it's an example of that.

20           THE COURT: So breach of contract, you're focusing  
21 on Article V, Section 2. Anything else before I turn to the  
22 defendants and ask them about the other breach of contracts  
23 or this breach of contract?

24           MR. ZOPPO: Yes, the default provisions,  
25 Your Honor.

1 THE COURT: Do you have an article or section?

2 MR. ZOPPO: Article VIII, I believe, page -- well,  
3 it's actually in two places, but, really, in page -- page 10  
4 on termination.

5 THE COURT: Okay. It hasn't been terminated yet.

6 MR. ZOPPO: No.

7 THE COURT: Okay.

8 MR. ZOPPO: No. However, the cure provisions that  
9 are in this contract require, in my view, Your Honor, more  
10 than having the town officials who are defendants in this  
11 action deciding whether or not there's a termination that  
12 should happen such that the decisions made by them are made  
13 as much to, you know, protect themselves as --

14 THE COURT: So, to be clear, they sent you a notice  
15 of deficiency. You turned around and sued them, and now  
16 you're saying the people you chose to sue can't decide on the  
17 notice of deficiency issues that they served on you?

18 MR. ZOPPO: It wasn't -- they served us notices of  
19 deficiency, which we cured, and then there was no claim that  
20 they were not cured or cured. And there was no notice.  
21 There was discussions with town council, as a matter of fact,  
22 and I think a cure, a reasonable one to the very first  
23 default. But it didn't matter. They're pressing ahead with  
24 this evaluation notwithstanding --

25 THE COURT: Okay. But they're pressing ahead with

1 whatever it is they started when they sent you this notice.  
2 They're pressing ahead with it. And maybe they can -- maybe  
3 they're correct in pressing ahead or not. But you're saying,  
4 after they start this process, you can sue them, and then  
5 they can't vote on it or take my action anymore.

6 MR. ZOPPO: Well, no, they can.

7 THE COURT: Well, you're saying they shouldn't be  
8 allowed to vote.

9 MR. ZOPPO: Just -- just -- there's a quorum  
10 without the two individual defendants. It's two individual  
11 defendants that --

12 THE COURT: So you get to pick -- so the people who  
13 were the liaison folks are presumably the ones behind the  
14 deficiency letter, no?

15 MR. ZOPPO: Yes. Well, Mr. Cavey did sign it,  
16 so --

17 THE COURT: Okay.

18 MR. ZOPPO: -- or them.

19 THE COURT: So he starts the process. He's the  
20 liaison officer. And you get to now say, "I'm going to then  
21 turn around and sue you, and now you can't be in on this  
22 picture"?

23 MR. ZOPPO: In on the termination picture?

24 THE COURT: Yeah.

25 MR. ZOPPO: If the consequence is that there's no

1 litigation, yes. I think that's a conflict of interest,  
2 Your Honor.

3 THE COURT: A conflict of interest because you  
4 turned around and sued him gives them a conflict of interest?

5 MR. ZOPPO: Not because they were sued.

6 THE COURT: I mean, every time an employee gets  
7 threatened with firing, they turn around, they file a lawsuit  
8 against their employer; and then they say, "Oh, that  
9 supervisor can't participate in my actions anymore because I  
10 turned around and sued them."

11 MR. ZOPPO: Well, it's a little different, in my  
12 view, Your Honor, if those claimed defaults existed prior to  
13 the litigation, and in the middle of the litigation, you  
14 know, they're pursued even after there's an attempt to cure  
15 them and there isn't even discourse except to the first one  
16 that they've been satisfied.

17 That combined with --

18 THE COURT: Well, but they didn't write to you and  
19 say they've been satisfied.

20 MR. ZOPPO: No, of course. No. But the point is  
21 that if -- they have to exercise whatever discretion they  
22 have under the contract to terminate in good faith. And I  
23 don't think it's good faith to have only two of the people  
24 that are making the decision or that get to vote --  
25 Mr. Calter is appointed. No matter what his influence is, I

1 don't think he casts a vote -- to decide to terminate the  
2 contract.

3 THE COURT: So you get a notice of -- you're in  
4 default. You turn around and sue them, and they can't follow  
5 up on it?

6 MR. ZOPPO: Well, it's not that they can't follow  
7 up. They can't be involved in the decision to terminate the  
8 contract.

9 THE COURT: So, again, someone sends you this  
10 letter. You choose who you're suing. And then they can't be  
11 involved in it anymore?

12 MR. ZOPPO: Well, Your Honor, they -- they -- they  
13 can make decisions without those two people that have an  
14 interest in the outcome.

15 THE COURT: Well, the fact that the Town can make  
16 the decisions without those two people doesn't mean those,  
17 particularly the elected representatives, are not permitted  
18 to do their elected function.

19 MR. ZOPPO: I -- I think that that's the whole  
20 reason that the ethics legislation's around. And although  
21 we're not asking --

22 THE COURT: Well, do I have an ethics claim in  
23 front of me that I have jurisdiction over?

24 MR. ZOPPO: Your Honor, we think that -- we think  
25 that you can pass on whether there's a conflict or not.

1 We're not asking you to do rescission or anything like that,  
2 but we think it's pretty fundamental under the law, as we  
3 have researched and understand it, that if you have an  
4 interest in the outcome and you use your office to get out of  
5 hot water, then there's a problem.

6 THE COURT: But they have an interest in the  
7 outcome only in that you have sued them.

8 MR. ZOPPO: Well, no.

9 THE COURT: It's a dispute between -- that there's  
10 a dispute is a contract dispute between two entities. One's  
11 a public entity, and one's your nonprofit. You have a  
12 dispute between these two entities.

13 The entity acting through its representatives sends  
14 you a letter, and you decide to sue that person individually  
15 and then say now they're disqualified from having anything to  
16 do with this.

17 MR. ZOPPO: We think -- Your Honor, we think that  
18 that's the case because they have an interest in the outcome  
19 that's --

20 THE COURT: Because you sued them.

21 MR. ZOPPO: -- above and beyond the default.

22 THE COURT: Because you sued them. That's why they  
23 have an interest in the outcome.

24 MR. ZOPPO: There is law, Your Honor, to the effect  
25 that you can't --

1           THE COURT: That if you sue someone, that they're  
2 then disqualified from participating in elected duties?

3           MR. ZOPPO: When there's -- when there is not a  
4 quorum left, yes. I can't get a subdivision approved by  
5 knocking off three of the select board members by suing them  
6 because --

7           THE COURT: But you can knock off the two who you  
8 think might vote against you, and that would be okay?

9           MR. ZOPPO: Well, no, it's not that they voted  
10 against me. It's that there's a history of the things that  
11 they've done, and they've taken an active role in the  
12 termination. That's -- that's why the complaint was filed,  
13 and now they're going to decide what happens to the  
14 litigation.

15           So we think, yes, if there's enough people to make  
16 the decision without them involved that don't have an  
17 interest, those are the people that should decide it.

18           THE COURT: Well, they may decide that it's a  
19 cleaner way to do it, if they chose to; but you're asking me  
20 to disqualify them, when they're the elected representatives,  
21 based on their interest, and their interest in it that you're  
22 stating is that they're defendants in a lawsuit that you've  
23 brought.

24           MR. ZOPPO: Well, there's also just the conduct  
25 section, which is just using your office to your personal

1 advantage. So, yes, it's all conflict of interest, expressed  
2 in different ways.

3 But, Your Honor, what we're really asking is that  
4 the Town not terminate the contract because we believe that  
5 we've put through the affidavits and the complaint  
6 uncontroverted evidence to the effect that the reason that  
7 it's happening is the inability to control what's broadcast  
8 at the station.

9 THE COURT: Okay. Do you want to respond to any or  
10 all of this?

11 MR. KESTEN: Well, Your Honor, you're familiar with  
12 my style, although I best sit down and shut up. I'm just  
13 going to point out a couple of things.

14 On this business of recording that meeting, in  
15 Article V, Section 3, the contract that they signed, it  
16 clearly says that the only meeting they can cover is if the  
17 municipality requests them to. It delineates what they're  
18 supposed to cover and nothing else, an agreement they agreed  
19 to. And there's a 30-day notice provision even to record  
20 something else.

21 So there's no question, Your Honor, I suggest to  
22 you, that there's no First Amendment violation in telling  
23 them they can't record it. Open to the public. The -- they  
24 weren't thrown out. They could have showed up. But they  
25 wanted to record, and the town manager says, "I have a

1 contractual right, and I don't want it."

2 The business of suing public officials, as you  
3 know, I represent a lot of public officials and this is a  
4 novel theory that you -- if you sue the entire board of  
5 selectmen, then nobody gets to decide anything because you've  
6 sued them.

7 THE COURT: Well, he's agreeing that as long as --  
8 if there was a quorum problem, it would be different. So  
9 he's saying only if he sues people and he leaves enough  
10 people who could make up a quorum.

11 MR. KESTEN: Oh, I don't think that helps at all.  
12 I mean, they're cherry-picking their votes. I assume --  
13 everybody is connected here. All these people talk to each  
14 other. One of the plaintiffs involved is the town moderator.  
15 It's a small town. They all talk. So the content -- why do  
16 we think -- let's disqualify all the Democrats from Congress  
17 and see how the vote comes out, so obviously --

18 THE COURT: The same as currently.

19 MR. KESTEN: What? Oh, absolutely, Your Honor.  
20 No, no. I'm with you. I've got my naturalization papers  
21 right here, just in case. I keep an eye out, Your Honor.

22 Absolutely. But this is -- I mean, it's a  
23 preposterous notion that, by suing public officials, you  
24 have -- this courthouse has hundreds of lawsuits against  
25 public officials who are being sued, who are also running the

1 government. It's that pesky democracy. So here, yes, the  
2 plaintiffs cherry-picked -- cherry-picked three -- two  
3 people, and they figured that now they'll have the votes.  
4 And --

5 THE COURT: Okay. So putting aside the question of  
6 who should and shouldn't be allowed to vote and putting aside  
7 the initial meeting that is called to my attention about them  
8 not being allowed to record, the plaintiffs allege that on a  
9 number of occasions, essentially one or another of the  
10 individual defendants strong-arm them to give them more  
11 favorable coverage.

12 And when that -- they were reluctant to do so or  
13 they pushed back to do so, they're having their contract  
14 canceled. What's your answer to that?

15 MR. KESTEN: First, it's premature. We're having a  
16 hearing tomorrow night, which they're trying to stop, at  
17 which votes will happen and at which there will be a record  
18 as to if -- if -- if there's a vote -- I'm kind of hoping  
19 it's a five-to-nothing vote -- if there's a vote to  
20 terminate, for example, then we'll have a record. And the  
21 Court, at some point, or a jury can decide what was their  
22 motivation.

23 THE COURT: So if there's a vote -- in terms of  
24 they're asking for an injunction, if there's a vote, is the  
25 vote on terminating effective at midnight of the -- tomorrow

1 night or do we know what the vote would be on? Is there a  
2 proposed -- a proposed motion or anything that we know about?

3 In other words, if there's a vote and it goes  
4 against them, do they get to run back in here on Friday or  
5 is --

6 MR. KESTEN: Of course.

7 THE COURT: -- the contract already terminated or  
8 already gone and they're out of their office?

9 MR. KESTEN: Regardless, they can come back here.  
10 I mean, if they -- if they have a lawsuit, if there's a  
11 lawsuit -- there is -- and they prove that there was illegal  
12 motivation, then the -- then the -- either there's damages or  
13 the contract's reversed.

14 THE COURT: The one exception to the damages are  
15 sufficient to solve the problem is that there is some limited  
16 case law where the -- in the absence of an injunction, the  
17 company closes down.

18 MR. KESTEN: Yes.

19 THE COURT: So there -- I think they're  
20 representing -- and I don't know if this is correct -- this  
21 is their only source of revenue?

22 MR. KESTEN: Oh, yeah. No, I agree with them. If  
23 the contract is terminated, unless they have a GoFundMe,  
24 they're out of business.

25 There is -- there's -- I don't think this has

1 happened before. There's a provision in the contract for a  
2 winding-down period.

3 THE COURT: Okay. What does that say?

4 MS. HUFF: I think they're talking about --

5 MR. KESTEN: I don't know. Ms. Huff did all the  
6 work.

7 THE COURT: That's why I thought she was going to  
8 stand up.

9 MR. KESTEN: Oh, come on. I'm near the end.

10 THE COURT: You said it, not me.

11 MS. HUFF: I think, as practical matter, there  
12 would have to be a winding down.

13 MR. KESTEN: Your Honor, we --

14 MS. HUFF: But if -- if I may just interject,  
15 Your Honor, the talk about -- and this is set forth in the  
16 brief in the section about no irreparable harm would result  
17 to SMAC. And it's, in part, because the hearing is set forth  
18 to ascertain if there has, in fact, been a breach, if that  
19 breach has been cured, if the breach has been waived, and  
20 then subsequently, you know, what should be done about that.

21 The contract gives a period of ten days for the  
22 board to inform SMAC of their decision. So there's a period  
23 of --

24 THE COURT: Okay.

25 MS. HUFF: -- time here. I think that --

1 THE COURT: So if the board tomorrow --

2 MS. HUFF: Uh-huh.

3 THE COURT: -- were to find a breach, no cure, the  
4 contract would be terminated, the contract should be  
5 terminated, there still is some notice that goes to them?

6 MS. HUFF: I think --

7 MR. KESTEN: I think, Your Honor -- I tell you  
8 what. I have an idea.

9 THE COURT: Uh-huh.

10 MR. KESTEN: It's not clear to us that it's a  
11 mandatory ten days. We will agree -- hearing, vote, ten days  
12 before we execute. It gives them the time to come running in  
13 here. We have now evidence that this vote was illegal, that  
14 it was for an illegal motive, which is what they have to  
15 prove.

16 By the way, the selectmen have a First Amendment  
17 right to go to them and say, "I think your coverage is  
18 unfair." For them to complain that this document says --

19 THE COURT: They have a First Amendment right to do  
20 that. The question is: Are they using that, are they using  
21 their authority to lean on the -- SMAC to cover -- change the  
22 coverage to keep the contract?

23 MR. KESTEN: Well, SMAC is contractually obligated  
24 to make the coverage equal. It's in the contract, that they  
25 have -- they have to be equal to any side. They can't

1 advocate. And what you have is selectmen coming in and  
2 saying, "We think you're advocating."

3 THE COURT: Well, and they say they also have a  
4 selectman coming in and saying that you didn't -- you cut out  
5 of a tape something that was flattering.

6 MR. KESTEN: Which has nothing to do with anything.  
7 I mean, I don't know if that would be a case. If he votes  
8 against them because he thought they took out something  
9 flattering, I don't know what's the First Amendment right --  
10 I'm not sure on that one.

11 Their real beef is that they're being accused of  
12 advocating for a position the selectmen are not, and the  
13 selectmen are trying to change that, and they're not  
14 advocating. That's the big picture. They claim we're not  
15 advocating, everything is equal, and they're unfairly  
16 pressuring us to tilt.

17 Because if everything is equal and the selectmen  
18 vote to take them out because they wanted them to tilt,  
19 that's illegal. But if they were tilting and the selectmen  
20 are pushing them not to tilt and they advocated them -- and  
21 they terminate them because they tilted, that's against their  
22 contract. They're not allowed to do that. The contract --  
23 the contract says you are not allowed to advocate.

24 THE COURT: Okay. So I am interested in not having  
25 to make decisions before I have to make decisions. And so

1 what I hear you saying is -- takes care of a portion of this  
2 problem. It doesn't take of all of what plaintiff wants me  
3 to do, but it takes care of a portion of the problem, which  
4 is that you're saying that, in the event that there is a vote  
5 to find them in breach that there was no cure and that the  
6 contract shall be terminated, that that would not be in  
7 effect for a period of ten days.

8 MR. KESTEN: Ten days. Yep.

9 THE COURT: Okay. So now let's turn to the  
10 question -- and I'd like you to address this as well -- which  
11 is the idea -- and I think you started addressing it by  
12 saying it was preposterous, but to be more specific, the  
13 notion that these people have an interest, and I want to talk  
14 about what their interest may or may not be.

15 I think that the plaintiffs are asserting that the  
16 individual defendants are on the hook for damages and,  
17 therefore, have an interest. And what's your response to  
18 that?

19 MR. KESTEN: Because they sued. I mean, it's  
20 always true. Why -- the reason I say it's preposterous is,  
21 having done this for a very long time and representing all  
22 the time, all the time, elected officials who are being sued,  
23 sometimes for actually pecuniary interest, there's no  
24 allegation of pecuniary interest.

25 THE COURT: Oh, I thought they were making that

1 argument.

2 Right? You're making an argument about damages?

3 MR. WALLACK: If I may, Your Honor?

4 THE COURT: Yes.

5 MR. WALLACK: We are. The --

6 THE COURT: That's what I thought.

7 MR. WALLACK: -- individual defendants have  
8 exposure here.

9 THE COURT: And I thought you might have a response  
10 to that.

11 MR. KESTEN: No, I'm not talking about that  
12 pecuniary -- I'm talking about the pecuniary interest which  
13 is driving their motives. Somebody wants to build a house  
14 next door to me. I'll make a lot more money on my house if  
15 they don't, and now I participate in the ZBA.

16 THE COURT: Right. That's not here.

17 MR. KESTEN: I have a pecuniary interest. They  
18 don't have one, the plaintiffs.

19 THE COURT: No, they're saying --

20 MR. KESTEN: They're -- I'm sorry.

21 THE COURT: They're saying that your clients may be  
22 subject to a damages award; and because they might be subject  
23 to a damages award, they're retaliating against them. And I  
24 sort of assumed, having read your answer to the amended -- to  
25 the original complaint, that you would be saying they

1 couldn't be subject to a damages award based on qualified  
2 immunity, but maybe I'm wrong.

3 MR. KESTEN: No, no. That's their -- that's there,  
4 too, Your Honor. There's qualified immunity. But the  
5 fact -- I want to get this -- stop this train. The fact is,  
6 in the majority of cases that you and other judges in this  
7 courthouse handle involving towns, municipal officials are  
8 sued, are subject to damages, and vote and run the  
9 government, because they're elected to do so.

10 As I've told a lot of people, the ethics question  
11 is between the individual public officials -- Ms. Huff is  
12 one, she's an elected official, not in Stoughton -- is  
13 between the official and the ethics board. For example, the  
14 select board can't vote. We're not going to let you vote  
15 because you're prohibited. That's the enforcement mechanism.  
16 The Court doesn't have it.

17 And if that were the law, is if the plaintiff sues  
18 you, you then can't participate in what they're doing, in  
19 what -- in the decision that you're supposed to because you  
20 might lose damages, it would be hell for the towns, because  
21 they get to pick it. The plaintiff gets to pick who. It's  
22 no accident who they picked. There's been debates about  
23 this, about the -- the school, by the way, the good guys won.  
24 The school is getting built.

25 But I do not see that ever being something that a

1 federal court can determine that you're somehow so tied up in  
2 ethics that you can't vote.

3 THE COURT: And I'll turn it back to you, because I  
4 think, as to the question of is it okay to have a vote there  
5 or not, it seems to me the answer is there's no irreparable  
6 harm as you sit here today. If they vote against you  
7 tomorrow you're presenting a somewhat different case. I'm  
8 not sure that you win even then, but at least it's a little  
9 more of an immediate issue, whereas today it's hypothetical.

10 The second question as to who can vote, I -- I  
11 don't see any authority that you've given me for the idea  
12 that I could take someone -- I could order someone, an  
13 elected official, not to participate in the vote based on  
14 their ethical obligation, which might be separately enforced.

15 But I don't see where I have the authority. I  
16 don't see where you've given me any authority for that  
17 proposition.

18 MR. WALLACK: So, Your Honor, I think that it's an  
19 open question. I don't think there's anything directly on  
20 point that specifically says it. I think that the *Nantasket*  
21 case that we cited in our papers leaves open the opportunity  
22 for a court to grant relief in the event of a situation where  
23 there is these ethics concerns that we have raised.

24 We don't have the time to go before the ethics  
25 commission and obtain the relief that we want before

1 tomorrow. The notice that we received -- and I appreciate  
2 Attorney Kesten confirming that there will be ten days  
3 following the vote before action is taken. But that -- that  
4 is not clear from the notice. And that's why we're here  
5 before the Court, because --

6 THE COURT: No, it was ambiguous. I agree.

7 MR. WALLACK: It was our belief that tomorrow was  
8 the end of it. And it's also our belief, based on the  
9 affidavit and the conversations that are cited in the  
10 affidavits, that this is a foregone conclusion. They're  
11 going to vote to terminate SMAC. And we will be back here  
12 whether it's -- at some point next week making, I think, the  
13 same argument to the Court.

14 But your question, Your Honor, was what authority  
15 the Court has to do this. I think the *Nantasket* case, which  
16 is cited in our papers, does give the Court the authority,  
17 the authority to enjoin defendants that have a conflict of  
18 interest, given the financial -- I'll call it a windfall --  
19 that they would -- that would inure to them in the event this  
20 case is dismissed, that SMAC is dissolved. I think the  
21 Court --

22 THE COURT: What's the financial windfall?

23 MR. WALLACK: Perhaps that was unartful. What I  
24 meant to say was that, if this case no longer exists, the  
25 individual defendants face no risk of owing damages. If the

1 case is gone, they have no exposure.

2 THE COURT: So you've given me a case where you're  
3 suggesting that if I think there's a conflict, I could order  
4 them not to participate. Do you have any authority for this  
5 notion that there is a conflict because you have sued them?

6 MR. WALLACK: I think it's the -- if I'm  
7 pronouncing it correctly, the *Comtois* or *Comtois* case that is  
8 cited in our papers, Your Honor, that speaks to -- that  
9 speaks to the conflict. And I can give the Court the cite,  
10 if I can find my -- my motion here.

11 Judge, it's 102 Mass.App.Ct 424. It's a 2023 case.

12 THE COURT: And where's the page on your brief?

13 MR. WALLACK: I apologize, Your Honor?

14 THE COURT: Where did you cite it in your brief?

15 MR. WALLACK: I think it's right around page 18,  
16 Your Honor. I'll tell you in one moment. I have it in front  
17 of me.

18 Yeah, it's the first paragraph on page 18, Judge.

19 THE COURT: Okay. So the quoted language there  
20 represents the position that a person's private interest --  
21 my question for you is: Do you have authority that that  
22 private interest is there by virtue of being a defendant in a  
23 suit that the plaintiff has brought?

24 MR. WALLACK: I don't believe that we have cited  
25 any authority on that specific point.

1           THE COURT: But do you realize why that point is  
2 different? Do you realize that what you are saying is that,  
3 in any case, the plaintiff can choose the people to be  
4 disqualified simply by suing them?

5           MR. WALLACK: I understand -- I understand the  
6 Court's -- yes, I do understand what you're saying.

7           THE COURT: And you're giving me -- you have a  
8 burden here, a substantial likelihood of success. And you're  
9 asking me here, with no authority whatsoever, to take on what  
10 seems to me an extraordinary proposition, that I should order  
11 an elected official not to participate because you've sued  
12 them.

13          MR. WALLACK: I don't -- I think I see it a little  
14 bit differently, Your Honor. I think that what we're  
15 suggesting is -- the lead claim here is our First Amendment  
16 claim. And we're suggesting that we have a strong likelihood  
17 of success on the merits for -- on our First Amendment claim.

18          The recording issue notwithstanding, it's the  
19 course of conduct that occurred after that from the  
20 defendants' constant pressuring, coercion, and threats to  
21 SMAC and SMAC's employees, in our view, and as we set forth  
22 in the affidavits and papers, in order to steer coverage of  
23 events a certain way. We believe that we have a strong  
24 likelihood of success on the merits of that claim.

25          We believe that the Court can and should prevent

1 the defendants who are accused of engaging in those actions,  
2 which we believe we have a strong likelihood of success on,  
3 the individual defendants, we believe that this Court can and  
4 should prohibit them from taking what we view is a  
5 retaliatory action to terminate SMAC as a result of the  
6 allegations that we have made.

7 I think the ethics piece of it, I agree; the case  
8 law is not -- is not clear on -- there's not much of it. But  
9 I think what I just laid out to the Court is really what this  
10 case is about.

11 Yes, there is a conflict. We believe there's a  
12 conflict of interest given the financial interest that the  
13 individual defendants have here. But, really, what this is,  
14 Your Honor, is it's the defendants in this case threatening,  
15 pressuring, and coercing SMAC to cover subjects in a way that  
16 is preferable to the defendants. And this action, after not  
17 having acted for a year, to now notice the meeting to  
18 terminate SMAC is retaliatory.

19 And I do not see a better -- frankly, a better case  
20 for irreparable harm than this. We will be taken off the  
21 airwaves. The residents of Stoughton will not get the news  
22 from the public access corporation, and we'll be out of  
23 business. No amount of damages can cure that.

24 THE COURT: The case law requires -- sort of the  
25 front and center is I do have to find a substantial

1 likelihood of success. So regardless of how terrible  
2 something feels, I have to deal with that.

3 But as to the how terrible something feels, I  
4 don't -- the irreparable harm -- I don't think you have it  
5 until the vote happens tomorrow. And I disagree that you  
6 have any -- any likelihood of success on the notion that an  
7 injunction that I issue, telling a public official that they  
8 may not vote at this meeting, I don't think you have the  
9 record to support it.

10 I think -- I don't know as I stand here whether the  
11 things that those officials did were to push it to their  
12 side, as you say, or whether it is to try and put it into the  
13 middle, as defense counsel says.

14 I don't have enough here to say that is what  
15 happened. But even if I had that, to go that extra step and  
16 say they may not vote tomorrow, I -- I don't -- I have -- I  
17 have not found that enjoining speech or -- an elected  
18 official -- works all that well.

19 Yes?

20 MR. ZOPPO: Two points, Your Honor. There's a  
21 programming log attached to --

22 THE COURT: I did see that, and it listed programs.  
23 It didn't list what time the programs were, for how much time  
24 they were, which month they were. There's a total. There's  
25 a log. And you've categorized them in one group and another.

1           I can't take that as truth that, in fact, it ended  
2 up being equal. And more than that, even if it ended up  
3 being equal, if the defendants thought it was unequal, I'm  
4 not sure they're not protected by their good faith belief  
5 that all they were doing was trying to center you to the  
6 middle.

7           And I think the problem, when there's a contentious  
8 debate, to be honest, is that everybody hears what they hear,  
9 right? I mean, so somebody is complaining that this is being  
10 covered completely one-sided, if it's an irrational  
11 assessment of what happened, okay; but if it's merely wrong,  
12 I don't know that you're going to have the right intent here  
13 as to what they were trying to do.

14           MR. ZOPPO: I think the standard has to be  
15 objective at some point. It can't just be totally  
16 subjective. There has to be some standard that it's based on  
17 something other than emotion.

18           THE COURT: Well, I think -- I think there needs to  
19 be a good faith reasonable view, probably, of what you're  
20 going to do. But if the individuals, for example, are, you  
21 know -- they are being told by others, "Oh, SMAC had bad  
22 coverage of this issue or has biased coverage of this issue,"  
23 and they relay that, is that actionable? I don't know. I  
24 mean, I think you need to have more than that.

25           MR. ZOPPO: If you multiply it over the period of a

1 year over the number of incidents that are in here, I think  
2 you start to question whether there's an objective,  
3 reasonable --

4 THE COURT: And you might get there. You might  
5 start to question it. My problem is I need to -- and I hear  
6 what you're saying about this closing down. But I need to  
7 find substantial likelihood of success right now. It seems a  
8 tougher call than that.

9 At any rate, I am -- I am -- I think the only part  
10 of this that is necessary as to -- that I have to actually  
11 ultimately come down on is the question of who is voting and  
12 who is going to be attending it. And I am denying the motion  
13 as to the request that I bar people from voting on this  
14 matter.

15 As to what happens if they vote and they terminate  
16 it, you can come back in. That's denied without prejudice.  
17 But you can come back in after the vote happens, and we can  
18 have this conversation with a little bit more focus on -- on  
19 that issue of whether the -- not on who's voting, but on  
20 whether the actions in terminating the contract are  
21 retaliation for First Amendment -- whether you have a  
22 likelihood of success of showing that.

23 MR. ZOPPO: Your Honor, I'd like to add just one  
24 other thing.

25 THE COURT: Sure.

1           MR. ZOPPO: And I'm not arguing the point of case  
2 law and the point of voting or not voting. But the appeals  
3 court decision -- and, again, I might be butchering the  
4 name -- this *Comtois* or *Comtois* -- it defines a conflict of  
5 interest very expansively. And the case is specifically  
6 about an elected official saying, look, this is only a future  
7 contingent problem and sues the ethics commission for having  
8 found otherwise.

9           So just because it hasn't happened and there's no  
10 liability yet doesn't mean that there is the conflict.

11          THE COURT: But it is distinguishable, and I think  
12 you have to understand that. It's one thing to say, you  
13 know, "I'm hoping my son-in-law's company is going to get  
14 some more stock and that I'm going to do this and this and  
15 this down the road." That's a financial interest. It might  
16 be a contingent interest, but it's impacting you.

17          It's a different thing to say the plaintiff selects  
18 the people who they are suing and then says that lawsuit  
19 that, frankly, is being defended, in any case, by town  
20 council and who they've hired, that that lawsuit is a  
21 financial basis for terminating it.

22          It doesn't mean that you don't have a -- you know,  
23 it doesn't mean that you can't have a claim if they're taking  
24 action against you for exercising your First Amendment  
25 rights. But it does mean that you can't say they're

1 disqualified based on a financial interest that you created.

2 MR. ZOPPO: Your Honor, I would just say that's  
3 what the rule of necessity is all about. And recusal exists  
4 for that very purpose.

5 THE COURT: Right. And as I said, I just -- I  
6 don't know of the case.

7 And, you know, frankly, we get it here all the  
8 time. We have litigants who come in, usually not represented  
9 by counsel, occasionally, yes, by counsel. But they come in.  
10 They don't like what I'm doing. And then they -- the next  
11 day, they want to re- -- me to recuse myself on the next  
12 motion because of how I -- you know, because of the thing.

13 You don't get to choose your -- you don't get to  
14 choose your decision-maker by objecting to them because of  
15 how they have addressed the matter.

16 MR. ZOPPO: Fair enough, Your Honor.

17 THE COURT: Okay. So it is denied as to the --  
18 who's participating in the meeting tomorrow, it is denied;  
19 and as to what happens as to the termination, it's denied  
20 without prejudice.

21 MS. HUFF: Thank you, Your Honor.

22 MR. KESTEN: Thank you, Your Honor.

23 THE COURT: Thank you.

24 MR. WALLACK: Thank you, Your Honor.

25 THE DEPUTY CLERK: We are in recess.

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(Court in recess at 4:32 p.m.)

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**CERTIFICATE OF OFFICIAL REPORTER**

I, Robert W. Paschal, Registered Merit Reporter and Certified Realtime Reporter, in and for the United States District Court for the District of Massachusetts, do hereby certify that pursuant to Section 753, Title 28, United States Code, the foregoing pages are a true and correct transcript of the stenographically reported proceedings held in the above-entitled matter and that the transcript page format is in conformance with the regulations of the Judicial Conference of the United States.

Dated this 17th day of October, 2025.

/s/ Robert W. Paschal  
\_\_\_\_\_  
ROBERT W. PASCHAL, RMR, CRR  
Official Court Reporter