



TOWN OF STOUGHTON

OFFICE OF THE TOWN MANAGER

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An Update on the Town and SMAC

To the Citizens of Stoughton,

The following note relates to a post made by a resident of Stoughton last night regarding the legal action SMAC took against the Town of Stoughton. While I would have preferred to respond directly, the post was since taken down. The post, nevertheless, demands a response.

I was deeply concerned by the comments contained in the post, particularly the assertion that "maybe it's time for a recall." Although I cannot divulge confidential information regarding SMAC's pending lawsuit against the Town of Stoughton, I would like to clarify some details and, in doing so, hopefully separate fact from fiction.

1. Your Select Board and I share the common view among Stoughton citizens that our public access capabilities are vital to this Town's information circulation. We endeavor to maintain our relationships with Verizon and Comcast. Though Verizon and Comcast provide funding for SMAC, their contract is signed directly with the Town of Stoughton. SMAC is not a party to those license agreements. Those license agreements, however, include conditions that are duplicated in the Town's contract with SMAC. SMAC's compliance with its contract with the Town is not a matter of choice. It is necessary to ensure continued financial support through the Town's license agreements with Verizon and Comcast.
2. Stoughton has no interest in managing SMAC or any other successor media access company. Should our contract with SMAC be terminated, an orderly transition shall occur whereby we expect that most SMAC personnel would be offered continued employment under an independent Board of Directors. In fact, the Select Board has agreed to waive its current authority to appoint two members to said Board of Directors.
3. To help you form your opinion on their lawsuit's validity, I refer you to the online transcript of SMAC's argument in federal court dated October 8, 2025 ([available by clicking here](#)). I will not interpret the content of that transcript, but I encourage you to read it and draw your own conclusions about the nature of this lawsuit versus the town.
4. Our Select Board is and has always been proactive in communicating with SMAC about its contractual non-compliance. In early 2025 at the outset of this dispute, Vice Chair Roberts and Member Carrara tried to amicably resolve these issues; and they were en route to a third meeting in April with SMAC representatives when the Town received notice of the federal lawsuit. At that moment we turned the matter over to our attorneys.
5. In light of the above, the Select Board was compelled to conduct the public hearing that was contemplated in its October 1, 2024 Notice of Non-Compliance. That public hearing began on October 9, 2025 and detailed numerous incidents of non-compliance. While a hearing vote was expected, the Select Board instead continued the matter. As it had in early 2025, the Select Board elected to pursue a resolution rather than take any disciplinary action. Chair Cavey and Vice Chair Roberts were authorized to engage with SMAC's representatives; Mr. Cavey engaged them in hours of civil and constructive discussion over the last several weeks. There was such optimism of a resolution that a November 20th meeting was conducted between two SMAC members, Mr. Cavey, Ms. Roberts, and both parties' counsel. At that meeting, Mr. Cavey presented a written settlement proposal outlining

the dismissal of the lawsuit and a two-year contract extension with amendments to ensure this issue never arises again. While SMAC representatives did not appear to object to the terms, their counsel demanded a six to seven figure payment from the Town for their legal expenses. Needless to say, **we did not believe the taxpayers should pay for SMAC's lawsuit against the Town.**

That is all I can say at this time without disclosing confidential executive session deliberations. Please know that a clear and reasonable settlement was and continues to be on the table which would ensure the continued operation of SMAC free of Town government operational influence.

I hope this summary provides helpful insight into the Town's standing with SMAC. I can assure you that over the past two months every effort was taken to reach an understanding, but it takes two to tango and it is now clear that the town has no dance partner.

Sincerely,

Thomas Calter

A handwritten signature in black ink, appearing to read "Thomas J. Calter".

Thomas J. Calter,
Town Manager