

Stoughton media Access Corporation

Review by William Hewig III, KP Law

February 27, 2023



The Leader in Public Sector Law

T: 617.556.0007 F: 617.654.1735
101 Arch Street, 12th Floor, Boston, MA 02110

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

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”¹ 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, 2022². 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

¹ 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.”

²The 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.

EXHIBIT A

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
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- (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.