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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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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.