

(RePAC)
Rehoboth Access Inc

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June 8, 2011

Jeffrey Ritter, Town Administrator
Town of Rehoboth
148 Peck Street
Rehoboth, MA 02769
Certified Mail: 70101670000145643076

Kathleen Conti, Town Clerk
Town of Rehoboth
148 Peck Street
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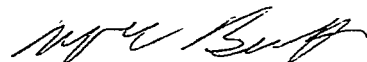
Re.: Letter From Jeffrey Ritter, Town Administrator, dated June 3, 2011, to R. Breault;
Rehoboth Public Access Corporation v. Comcast of Massachusetts I, Inc., et al.
Bristol County Superior Court BRCV2010-00353-C.

Mr. Ritter:

In response to your letter concerning the "Agreement Between the Town of Rehoboth and Rehoboth Public Access Corporation, Inc." please be advised that the issues and claims proposed by you, including the specifically outlined three (3) subsections of your letter, were, or had an opportunity to be, fully litigated in an action filed on March 19, 2010, in Bristol County Superior Court. As you well know, the doctrine of issue preclusion (collateral estoppel) and claim preclusion (res judicata) would preclude further discussions, negotiated amendments, and clarifications to the provisions of the April 3, 2008, contract. Thus, your proposed meeting on June 13, 2011, is unnecessary and will not be attended by the RePAC Board of Directors.

The self-serving tone of your letter is not particularly helpful. Naturally, in light of your recent employment as the Town Administrator, the RePAC Board of Directors appreciates the fact that you may not be entirely familiar with the history and scope of RePAC's excellent, fair, and balanced service to the community. Thus, RePAC suggests that you begin to carefully review: each and every term and condition of the Comcast Renewal License effective March 29, 2004; RePAC's Corporation By-Laws; RePAC Articles of Organization; RePAC Membership Application; each and every term and condition of the contract between the Town of Rehoboth and RePAC effective April 3, 2008; the provisions of Section 501(c)(3) of Title 26 of United States Code with all relevant case law that stands for the proposition to protect organizations, such as RePAC, under Section 501(c)(3); and all litigation matters, issues of fact and law, and claims concerning Bristol Superior Court actions in *Rehoboth Public Access Corporation, Inc. v. Norman L. Spring*, Case BRCV2007-01355, and *Rehoboth Public Access Corporation v. Comcast of Massachusetts I, Inc., et al.*, Case BRCV2010-00353-C.

As always, RePAC welcomes all discussions to assist the Rehoboth community.



Roger Breault, Chairperson