

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, 3rd 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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PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	