



1901 L STREET, N.W., SUITE 800
WASHINGTON, DC 20036-3506
TELEPHONE: (202) 457-0160
FACSIMILE: (202) 659-1559
<http://www.dickinsonwright.com>

DENNIS J. WHITTLESEY
DWhittlesey@dickinsonwright.com
(202) 659-6928

July 3, 2007

VIA ELECTRONIC TRANSMISSION

Lawrence B. Deitch, Esquire
BODMAN LLP
6th Floor at Ford Field
1901 St. Antoine Street
Detroit, Michigan 48226

Re: *Proposed Negotiation Agreement Draft.*

Dear Larry:

As promised, here is the Town of Middleborough's working draft which is forwarded to you and your colleagues for the purposes of negotiation. At the outset, let me say that none of our Working Team was responsible for the sharing of a five-day old draft with *The Boston Globe*, and I can assure you that we will work to insure that irresponsible people within the Town don't have access to any further documents associated with this matter. As a personal note, let me say that neither I nor my colleagues negotiates through disclosure of information to the press and we all are offended that someone saw fit to share our private work product with reporters.

As for the draft Agreement itself, we started with the notion that we wanted to provide the Tribe with specific information as to the professionally-calculated costs required to furnish the critical infrastructure improvements that will be required by the tribal project. This begins with delivery of electricity, natural gas, water, wastewater and traffic, transportation and highway improvements – all of which you previously stated the Tribe would fund. These are major capital expenses for which the Town cannot advance costs, but rather they must be paid for in advance by the Tribe for any project of this magnitude.

The second issue is that the Town is legally obligated to serve as first responder for police and fire/EMS calls, and that obligation cannot be passed on to the Tribe. And police service is particularly critical since the tribal police cannot arrest non-Indians, which means that the Town police have to take custody of non-Indian detainees within a reasonable time period. All of this is detailed at the appropriate sections of the document, but I want to emphasize that these provisions only address the legal reality of a tribal presence within the Town's boundaries.

C o u n s e l o r s A t L a w

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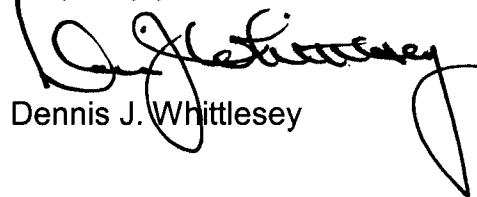
There are other provisions that are designed to achieve the previously-agreed goal of insuring that the Tribe is paying for the municipal services it receives. These provisions are less onerous than first meets the eye. And they are written toward both establishing a long-term cooperative relationship between the Town and the Tribe, while simultaneously confronting the political realities of the strong anti-casino sentiment within certain segments of the local population. A few provisions go directly to the "hot" button issues and we can discuss them.

As with any negotiation, everything is on the table and we have prepared a document which articulates the issues confronting the Town. However, we also believe that the selected location is ideal for the project envisioned by the Tribe, down to the splendid isolation of adequate acreage within the boundaries of a municipality that has the capacity to deliver the services critical to long-term development and operation. We have conferred with a number of gaming industry experts – as have you, I am sure – and the location is widely considered to have no equal within the Commonwealth. With Providence to the west, Boston to the north (including MBTA rail connections) and I-495 as a traffic corridor, the potential customer base and capture of through traffic is quite attractive.

We believe that the Tribe and the Town can both benefit from the right relationship and look forward to working with you and your colleagues to achieve that relationship. To that end, the Town will provide unqualified support for both the Tribe's application to the United States to take the project lands into trust and its request to the Governor for Class III Compact negotiations.

We are available to talk at your convenience.

Very truly yours,



Dennis J. Whittlesey

DJW/nr

Enclosure

cc: (w/encl.)
Selectman Adam Bond
Selectman Wayne Perkins
Jon Witten, Esquire
Planning Director Ruth Geoffroy