

Indian Creek firefighters win lawsuit

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More than a year ago, Linda Hollingsworth, trustee for Indian Creek Township, asked the firefighters of Indian Creek Fire Department Inc. to vacate their building, citing ineffectual response times and shoddy equipment.

The firefighters said no, and Hollingsworth filed a lawsuit, claiming a breach of contract within the property lease the fire department has with the township.

After months of litigation in Monroe Circuit Court and several heated debates in township meetings — crowded with vexed citizens watched closely by a security guard hired because of the agitated mood — a special judge appointed in the case has declared the fire department may continue to function and occupy their current location, citing that, “the court having found no genuine issue of material fact on the issue of whether defendant has breached the lease, and that defendant is entitled to judgment as a matter of law.”

According to the court’s findings, the volunteer fire department signed a 40-year lease in 1973 for use of the building and land with Monroe County Community School Corp., which then owned the property. That lease specified (1) an annual payment of \$1 a year, (2) protection for the building itself and property, (3) fencing of the property, (4) the relocation of a baseball backstop on MCCSC’s adjacent property, (5) use of the land solely as a fire station and (6) an agreement to purchase and maintain insurance.

The deed and lease were transferred to the township in 1986. Hollingsworth became trustee in January 2007 and soon after hired an expert to inspect the firehouse and to assess the skill of its members. Concluding that both were below par, she then sent a letter to the fire station, seeking to terminate the 1973 contract.

According to the court papers, Hollingsworth was basically relying on the issues of the contract being breached, as she believed the lease implied a standard of performance that the fire department was not meeting. But the court held that the original lease does not mandate a certain standard of performance by the firefighters or their equipment.

Catherine Stafford, the attorney representing the fire department, disagreed with Hollingsworth on the performance issue, but said the type of ruling handed down — a summary judgment — is based strictly on the law and doesn’t even address the performance of the fire fighters or their equipment.

“We have an outstanding fire department. Those guys work so hard and are absolutely certified. Their trucks might be old, but when they need it, they are given maintenance,” Stafford said. “But it’s irrelevant. The summary judgment basically says that even if those allegations of poor performance were true — and they are not — that the department could stay in their building on that land.”

Stafford said now that there is a ruling, hopefully the department can move on to another problem. “Right now, central dispatch doesn’t tone (contact via radio and scanner) Indian Creek Fire Department,” Stafford said. “Because of the litigation and the sensitive situation, they have chosen to stay out of it and contact Van Buren when there is an emergency.”

Van Buren Fire Department was contracted at \$6,500 a month by Hollingsworth after she canceled a service contract with Indian Creek — before she filed the lawsuit.

“Van Buren is a fine department, we have nothing against them, but it’s absolutely silly not to call Indian Creek when the emergency could be so close,” Stafford said. “Van Buren is simply too far away, especially in some of the southern areas of the township.”

Not being called out to fire or other emergencies could drastically affect the funding of the department, even above and beyond the service contract Hollingsworth canceled. According to Stafford, various grants given to the department might be affected if there appears to be lack of action.

“We really hope Hollingsworth will reconsider the (service) contract with the Indian Creek Fire Department. If she won’t, then when her four-year term is up and she is put out of office, we’ll be available to sign a new contract with a new trustee,” Stafford said.

Guy Loftman, who is representing Hollingsworth, was reached at his office Tuesday afternoon, but had little to say.

“We are reviewing it (the ruling), and we are evaluating our options,” Loftman said, declining to offer anything else.

Hollingsworth did not return several phone calls placed Tuesday.