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April 30, 2007

By fax only to 339-6877 – two pages

Catherine Stafford
STAFFORD LAW OFFICE, LLC
714 West Kirkwood Avenue
P.O. Box 2358
Bloomington, IN 47402

Your Client, Indian Creek Fire Fighters, Inc.

Dear Catherine:

I would like to address four issues.

1. Paragraph 6 of the contract now in effect between Indian Creek Township and Indian Creek Fire Fighters, Inc. states, in part:

Fire Department will keep records current and submit to an annual audit by persons outside the Fire Department and/or the Indian Creek Township Trustee and the Indian Creek Township Board.

Please advise as to whether the Corporation submitted to such an audit between March 16, 2006 and today. If it did, please provide me a copy by May 4, 2007.

2. Indian Creek Township is not going to enter a new contract with Indian Creek Fire Fighters, Inc. The Township is not negotiating. It is not engaging in brinksmanship. It is terminating the relationship.

The Township's last offer expired on March 12, 2007. My letter of March 15, 2007 was clear that the contract was not being renewed. Your proposal was received over a month later. The \$500 penalty for the Trustee's talking about the fire department led me to conclude that your client was not even making a serious offer. I can conceive of no terms that would be mutually acceptable at this point. I am sorry that you are disappointed that the Township did not make a counteroffer to the Corporation's proposal, but no counteroffer will be forthcoming. Further, the Township is not interested in mediating any future terms of service with the Corporation.

3. The lease of the station real estate states, in pertinent part:

The consideration for this lease shall be the payment of the aforesaid annual rental of One Dollar (\$1.00) per year, together with protection for its building and property at Kirksville, Indiana ...”

On May 10, 2007, Indian Creek Fire Fighters, Inc. will cease being a provider of emergency protection in Indian Creek Township. As of that day, it will cease to provide protection for the Township’s building and property at Kirksville, Indiana. As of that day, it will cease to provide the consideration that underlies its lease. That is the basis of the Township’s Notice To Quit the premises. That Notice to Quit remains in effect. Protection is required under the lease, not maintenance of a fire station.

4. In her written statement to the Corporation’s public meeting on April 23, 2007 Trustee Hollingsworth asked one question, which I ask again. I request a response by May 4, 2007:

Will the Indian Creek Fire Fighters, Inc. voluntarily turn over its fire fighting equipment and the Indian Creek Fire Station to Indian Creek Township on May 10, 2007?

If the answer is no, then resources vital to the health and safety of the residents of Indian Creek Township will be withheld from them. Those resources exist solely for the protection of those residents and the general public. I know of no valid reason to keep them from public use for which they were intended. It is my hope that Indian Creek Fire Fighters, Inc. will facilitate smooth delivery of emergency services by its successor by providing its equipment and the station to the Township on May 10, 2007.

Thank you for your ongoing attention to these matters.

Respectfully yours,

Guy R. Loftman
Attorney at Law
Atty # 8877-53

GRI/ckl
Copy to Linda Hollingsworth, Indian Creek Trustee