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November 20, 2007

VIA FACSIMILE

Mark S. Finamore, Esq.
258 Seneca Avenue
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Dear Attorney Finamore:

I am writing to you as special counsel for Windham Township with respect to fire department issues. As you are aware, the Village of Windham has entered into a Memorandum of Understanding with the United States Property and Fiscal Office for Ohio relating to the provision of emergency services for the Ravenna Training and Logistical Site. In essence, the Village of Windham has agreed, on behalf of the fire department, to provide emergency services (on an hourly basis) to the Arsenal. In addition, the fire department may bill for EMS transports. The Village had the opportunity to enter into this agreement, and chose to do so for the benefit of the fire department. While the Village recognizes that the Township disputes its ability to enter into this agreement, the Village has a good faith basis upon which it intends to establish that the Village is the legal owner and operator of the fire department. Regardless, the fire department is the entity that will benefit from the money which will be generated from the Arsenal. Should the Village end up losing the lawsuit which I intend to file, all money will be turned over to the fire department for its use.

Presently, I understand that one or more of the Township Trustees have contacted the Arsenal and have informed the Arsenal that the fire department will not respond. Clearly, this action could result in financial harm to the both the Village and the fire department.

Mark S. Finamore, Esq.
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To the extent that any representation or warranty by a Trustee results in negative action with respect to the Village contract, I will add a tortious interference with contract claim to the lawsuit, and may further consider adding a punitive damage claim against the Trustees individually. I wanted to inform you of this fact so that you could counsel your clients accordingly.

If you have any questions or concerns, please do not hesitate to call me.

Very truly yours,



DAVID C. COMSTOCK, JR.

DCJ/tjr