West Ridge Fire Department

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CHARTERED: JANUARY 25, 1940

Monday, Oct. 19, 2026

Supervisor Kim Clear

Supervisor James Bock

Supervisor Kylie Morris, D.O.

Millcreek Township Building

3608 West 26th Street

Erie, PA 16506

RE: West Ridge Fire Department Notice of Material Breach and Intent to Terminate Agreement

Dear Supervisors:

Pursuant to Section 11(b) of the Fire, Protection, Ambulance and Emergency Services Agreement (the "Agreement"), West Ridge Fire Department hereby provides formal notice of material breaches by Millcreek Township and the Millcreek Fire Department. Unless these breaches are remedied within the ten (10) days provided under the Agreement, West Ridge will terminate the Agreement as to West Ridge, effective immediately upon expiration of that period.

The Agreement, dated Feb. 8, 2024, established the terms under which the Township's paid fire department and the existing volunteer departments would work together to provide emergency services. West Ridge entered this arrangement with the understanding that the Millcreek Township Fire Department would, per Ordinance 2023-1 and the official minutes from the Jan. 24, 2023, Supervisors Meeting, supplement existing volunteer services, and not undermine the independent departments, deplete their membership, or displace the established command structure.

The Township's failure to honor key provisions of the Agreement has jeopardized that working relationship. West Ridge identifies the following material breaches and additional concerns.

1. Failure to Develop a Recruitment and Retention Policy for Volunteer Firefighters

Section 4(f) of the Agreement addresses recruitment and retention of volunteers. Despite more than two and one-half years under the Agreement, the Millcreek Fire Chief has neither developed the required recruitment and retention policy nor approached West Ridge to establish one.

Meanwhile, the Millcreek Fire Department has recruited members from West Ridge's volunteer ranks without a corresponding plan to maintain or replenish the volunteer department's personnel. This has placed additional pressure on West Ridge's ability to staff emergency responses and sustain its operations.

The Township fire department established to supplement volunteer services should not leave those departments struggling to maintain the personnel necessary to serve their communities. The Agreement suggested cooperation, including a deliberate approach to recruitment and retention. The Township has failed to fulfill that commitment.

West Ridge cannot be expected to maintain its response capabilities while the Township fails to address the loss of volunteer personnel to its paid department. This failure constitutes a material breach of Section 4(f).

2. Violation of the Agreed-Upon Incident Command Structure

Section 4(b)(i) of the Agreement expressly establishes how command is to be determined at emergency scenes. Under that provision, the senior-ranking person on the initial apparatus arriving on scene assumes command as the Officer in Charge ("OIC"). If a more senior-ranking official subsequently arrives, that individual assumes command in accordance with the organizational chart attached to the Agreement as Exhibit 1.

The Agreement requires both the volunteer departments and the Township department to abide by that organizational structure.

However, effective Oct. 1, 2026, the Millcreek Fire Chief instituted an order requiring Blue Card certification and the transfer of command to Blue Card holders. This directive conflicts with the command procedures expressly established in the Agreement by making certification a condition of command, rather than following the agreed-upon provisions governing rank and succession that are Standard Operating Guidelines among municipal and volunteer fire departments.

The directive raises serious operational and safety concerns. It creates uncertainty over whether an officer's rank and position under the agreed organizational chart will be respected at an emergency scene. It also raises questions about how the Township's policy will interact with established incident command procedures used by other departments responding through mutual aid.

Emergency scenes require a clear, consistent chain of command. Introducing a conflicting command standard creates the potential for confusion at precisely the time when firefighters must be able to rely on established procedures and one another. Neither the Commonwealth of Pennsylvania nor the Federal Emergency Management Agency require a Blue Card certification. The City of Erie, also, does not utilize this OIC structure.

West Ridge agreed to the command structure set forth in the Agreement. The Township cannot disregard that contractual commitment through a unilateral directive. West Ridge considers the Oct. 1 order a material breach of Section 4(b)(i).

3. Equipment Damage Following West Ridge's Good-Faith Loan of Its Fire Engine

West Ridge also brings to the Township's attention serious concerns regarding the treatment and condition of its equipment while in the possession of the Millcreek Township Fire Department.

At the Township department's request in June 2026, West Ridge loaned a fire engine with the understanding that it would be needed for a short period. Instead, the engine remained in Millcreek Township's possession for nine weeks. When returned, the truck was dirty and had sustained significant and costly damage.

The damage included a failed turbo, with replacement and associated repair costs bringing the total bill to approximately $12,000. The engine also required replacement of a visibility stripe after striking a guardrail and a top light after striking a tree branch. While we appreciate the Township paying the repair bill, the engine remained out of service for West Ridge for an additional two weeks while repairs were completed.

The turbo failure is particularly concerning. West Ridge had spent approximately $10,000 to replace that component just three years earlier as part of routine maintenance, with the repair expected to last approximately 10 years. West Ridge understands that prolonged low-idle operation while the truck was being used on EMS calls contributed to the failure.

Fire apparatus can sustain damage during emergency operations. However, the length of the loan, the condition in which the truck was returned, the extent of the damage, and the resulting loss of availability imposed an unacceptable burden on West Ridge. The experience ultimately led West Ridge to advise Millcreek Township that its apparatus would no longer be available to borrow.

West Ridge provided its equipment in good faith to assist the Millcreek Township Fire Department. That cooperation should not result in the volunteer department losing the use of essential equipment for extended periods or facing the operational consequences of damage sustained while another department has possession of it.

It is also concerning that the Agreement does not include an indemnification provision that provides West Ridge with coverage for the use of its equipment or facilities, or general liability for the use of such equipment or facilities.

This incident reinforces West Ridge's concerns about whether the Township is treating the volunteer departments as independent partners whose equipment, personnel, and operational needs must be respected.

4. The Township's Broader Direction and Its Effect on West Ridge's Independence

The breaches described above occur against a broader backdrop of growing concerns about the Township's intentions for the existing volunteer departments.

Ordinance 2023-1 officially recognized Belle Valley, Kearsarge, West Lake, and West Ridge as individual volunteer departments providing fire and emergency services. The Jan. 24, 2023, Supervisors' meeting minutes described the Millcreek Township Fire Department's role as supplementing the volunteer departments. The Township's 2025 – 2030 Strategic Plan, however, calls for consolidation of the local volunteer departments into the Millcreek Fire Department. In a July 22, 2025, email, Fire Chief Mike Cliff described a formal merger of the four departments into a single agency under the Millcreek Fire Department. The *Erie Times-News* also reported on Sept. 1, 2026, on Chief Cliff's plan to fully merge the departments into one department under the control of Millcreek Township.

These actions and statements raise fundamental questions about whether the Township intends to honor the original framework under which West Ridge agreed to work with the paid department.

West Ridge intends to remain an independent volunteer fire department serving its community. Its personnel, equipment, organizational structure, and ability to respond to emergencies are central to that mission. A municipal fire department intended to supplement volunteer services should strengthen the overall emergency response system, not weaken the volunteer departments' ability to function independently.

West Ridge is not opposed to cooperation. It has demonstrated its willingness to cooperate by entering the Agreement, lending its apparatus, and providing access to its station house when asked. Cooperation, however, requires the Township to honor its commitments, respect the established chain of command, and recognize the operational needs and independence of the volunteer departments.

Notice and Opportunity to Remedy

West Ridge hereby provides formal notice that the failures identified above constitute material breaches of the Agreement, specifically Sections 4(f) and 4(b)(i).

Pursuant to Section 11(b), the Township and/or the Millcreek Fire Chief has ten (10) days to remedy these breaches. To remedy the identified contractual violations, West Ridge requires:

1. Development of a recruitment and retention policy in consultation with West Ridge, consistent with Section 4(f) of the Agreement.

2. Rescission or revision of the Oct. 1, 2026, Blue Card directive to bring the Township's incident command procedures into compliance with Section 4(b)(i) and the organizational chart incorporated into the Agreement.

West Ridge also requests a written response addressing the equipment concerns outlined in this notice and the steps the Township will take to prevent similar incidents involving volunteer department apparatus.

Failure to remedy the identified contractual breaches within the 10-day period will result in termination of the Agreement as to West Ridge, as provided under Section 11(b).

West Ridge has an obligation to protect its members, preserve its equipment, maintain its operational capabilities, and continue providing emergency services to the community. The department cannot continue under an agreement when material provisions governing its personnel and incident command are not being honored.

We expect the Township to take these matters seriously and respond within the contractual period.

Very truly yours,

WEST RIDGE VOLUNTEER FIRE DEPARTMENT

By: _____

Gary Carver, President

cc: West Ridge Fire Department Board of Directors

Patricia J. Kennedy, Esquire

Millcreek Fire Chief Mike Cliff

Mark Shaw, Esquire