

Type of Decision									
Meeting Date	Friday, Oct. 7, 2011				Report Date	Thursday, October 6, 2011			
Decision Required	X	Yes		No	Priority	X	High		Low
Direction	x	Information Only			Type of Meeting	X	Open		Closed
REPORT TITLE									
Auto Ex Report 07/10/11/402									

Subject: Additional information for consideration and further to the letter received from Mr. McKechnie which follows.

BACKGROUND/EXECUTIVE SUMMARY:

At the meeting of August 12, 2011, the Clerk was asked to provide an update to the costs that this Council was paying to the auto-ex process as it was expressed that we should not be paying to provide a service along Highway 17. A report was prepared for the September 9 meeting. It was expressed by some members of HCM Council that perhaps Deep River should be having the discussion as to whether or not it should be in this business as it has been determined by the OFM (and publicized in the NRT) that they currently do not have adequate resources to fulfill their own obligations and may have to pull back on other services due to stretched and limited resources.

On Tuesday, October 4, 2011 I spoke with Tawnya Roberts, OFM Municipal Advisor concerning Council's decision to discontinue participation in the auto-ex agreement with Deep River and Laurentian Hills.

Tawnya has explained that any decision is a decision of Council and that the OFM will not make any comments one way or another. Each municipality has the option of providing this service or not. She did mention that other municipalities who have mutual aid agreements have opted out of auto-ex; in some of these incidents, their "mutual aid" partners filled in to provide coverage.

This has happened recently in Killaloe, Haggarty and Richards where Council felt that they did not have the resources to effectively cover their own municipality while responding to heavy extrication calls. They needed time to "get their house in order" prior to making a decision on whether or not to continue the provision of this service. Each decision must be made on risks and what services each department wants to provide, what they do provide they must ensure that they do it well.

Tawnya then expressed that our situation is different in that we have the issue of Highway 17 as well as our municipal roads and that we do not participate in mutual aid. I explained to Tawnya that as per verbal discussion, the auto ex vehicle would not respond to calls on our municipal roads; that the agreement was only for Highway 17.

Tawnya corrected me by citing section 18 of the agreement which states that they could respond to incidents along HCM municipal roads.

Although this information was not contained in the initial report to Council and DID NOT come into consideration during the discussion to discontinue participation, I

as Clerk was under the understanding that we would not receive service on our roads and after Council's decision printed that information in our newsletter. At no time during the meeting of September 9 did the coverage of municipal roads come into discussion. The decision that Council made was made based on other factors including perceived liability and coverage along highway 17 which it is felt should be a provincial responsibility. Only in the newsletter of last month did I as Clerk make a statement that was incorrect; I am correcting that statement now.

The conversation between Tawyna and me led to the following:

1. **The decision to discontinue the agreement was made based on perceived liability – risk to HCM if a serious incident should happen in DR while they were up here.**
2. The agreement as it now stands was not being complied with. What was written and what was taking place were two different things. Clause 18 states that response could be given within the geographic boundaries of each municipality.
 - a. We (or at least the Clerk was) under the understanding that LH or DR would not respond to incidents on our municipal roads. (Based on comments made during a tri-council meeting following the response with the vehicle to a location in Swisha.)
 - b. An email from Dan Koroscil dated November 17, 2008 states that "The auto extrication unit servicing your area is only required to respond to calls on the Kings' Highway (17) unless you have a current agreement with the responding fire department. That would mean that any off highway calls would get no response because the fire department doesn't have the legal authority to enter another municipality without an agreement." **(At no time did a member of this Council, including our representative on the Emergency Services board correct that assumption if it was ever stated publicly at any meeting. Each member of Council was given a copy of the agreement to read prior to the decision to enter into it in 2010.)**
 - c. There have never been financial accountings or reports as per section 16 of the agreement, even after bringing this issue up during the last negotiation in 2010.
 - d. The agreement as it stands has no mechanism for enforcement with response being at the discretion of the personnel on hand at the time of call out. If there is a need for local service, HCM calls will receive low priority.
3. There is a question as to whether or not HCM wants to continue to have coverage for its own municipal roads whether it was there in the past or not. **According to our municipal procedure by-law, the only way that a decision of Council may be reconsidered is if there is new information that has come to light. In this case, there has been clarification of liability issues received from both our insurer and OFM. This is the new information that may be considered.**
 - a. Is there a need for this equipment along municipal roads?
 - i. 34.7 km of gravel roads;
 - ii. speed limits of 50 km;
 - b. The argument that the equipment may save a life needs to be considered in a similar way as the decision to not have a volunteer fire department. It is a serious question, without a simple answer.
 - c. If HCM reconsiders, will DR and LH agree to disregard the previous decision and continue with the agreement signed in 2010? Officially, HCM is in the agreement until December 31, 2011.
 - d. Can a new service agreement be entered into with LH, DR individually or collectively?
 - e. HCM can decide to do nothing and notify its residents that there is no coverage (this has already been done through the newsletter.)

4. LH and DR will have to decide whether they collectively or independently are able and wish to continue to cover Highway 17 within HCM boundaries. This will result in an agreement with MTO and them excluding HCM (which up to this point is what this Council would see as an ideal solution as HCM has no obligation, equipment or manpower to contribute).
5. It is up to the MTO to ensure coverage along Highway 17. If not with DR and LH, they will attempt to contract with someone else.
6. **I have been assured by our municipal insurance provider that so long as Council has made its decision using a cost/benefit analysis (as Dan Koroscil has previously expressed) there is no opportunity for the municipality to be held liable for not providing the service. The service is not mandatory; it is Council's decision. If we are named in the event of an accident our insurer is confident that he can successfully defend us. Although not a lawyer, he is speaking from experience. Don't let the threat of liability sway this decision.**
7. **On Wednesday, October 5, 2011 I spoke with Kevin Waito, Fire Chief for Laurentian Hills who had met with the Chief from Deep River and a rep from the OFM and the county. Our Reeve was also in attendance for part of that meeting. Chief Waito shared this with me for Council's consideration:**
 - a. **Deep River and Laurentian Hills agreed with the OFM and the County that should HCM council overturn their previous decision that business could go on as usual, with them accepting HCM in the agreement and continuing to provide coverage both on municipal roads and along the Highway.**
 - b. **As liability within Deep River while they were out on calls for other municipalities was also a concern of Laurentian Hills, Chief Waito specifically asked the OFM to speak to the possibility of liability in these incidences. He was told that LH or HCM did not need to worry about liability in those cases that that risk would fall solely on Deep River. (This was the major concern of members of HCM Council in making the decision to discontinue participation. It has now been formally settled by OFM representatives.)**
 - c. **Although all three municipalities have an agreement, each department will look after its own municipality first. This means that there is the possibility that we may call for auto-ex and it will not respond anyway. If the equipment and/or personnel are needed in their home municipality, they will not respond here. If they are here and are called home, they will go.**
 - d. **As for response along municipal roads, Kevin stated that they have responded to 2 calls along the Brent Road in 2011. The Brent Road is a provincial road and not our municipal responsibility. He has stated that there has only been 1 need for response in Laurentian Hills since the equipment was purchased and the service started. Although there is always a possibility, the history shows that there has not been a great demand for service on municipal roads.**

Financial Implications/Budget Impact: minimal annual costs; as the municipality has no legal obligation to provide this service, and has no fire department, equipment or manpower of its

own; there is no opportunity for liability for not providing this service; there is no further liability in continuing to provide the service.

Others Consulted: Bill Riley, MIS Insurance, Ruth Morin, Treasurer and past Community Fire Safety Officer, Robert Labre, Community Fire Safety Officer, Tawnya Roberts, OFM Municipal Advisor; Kevin Waito, Fire Chief Laurentian Hills.

Approved and Recommended by the Clerk

Melinda Reith,
Municipal Clerk

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