



**The Corporation of the  
City of Sault Ste. Marie**

**C O U N C I L   R E P O R T**

September 22, 2025

TO: Mayor Matthew Shoemaker and Members of City Council  
AUTHOR: Jeffrey King, City Solicitor  
DEPARTMENT: Legal Department  
RE: Hope's Cradle

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**Purpose**

The purpose of this report is to provide Council with information regarding risks, liabilities, and operating costs should it advance with the implementation of Hope's Cradle.

**Attachment**

Attached is Council report dated June 23, 2025 by Fire Chief Peter Johnson and letters from agencies.

**Background**

A resolution was passed on October 10, 2023 requesting staff to work with appropriate agencies and report back to Council with a recommendation for implementing Hope's Cradle in a central location in Sault Ste. Marie. On June 23, 2025, an information report from staff containing information from these agencies was tabled and deferred for information regarding the risks, liabilities, and ongoing operating costs of such a program.

**Analysis**

Of the agencies circulated and whose letters form part of the June 23, 2025 report to Council, only the Chief of Paramedic Services of DSSAB supported Hope's Cradle. The other agencies cited operational and legal issues under Ontario law.

*Response from the City's insurer:*

The City's insurer confirmed that it would need to see the relevant agreements between the City, Hope's Cradle, and the local Child Care Agency regarding surrender before confirming if it would extend coverage. Specifically, an agreement with child services would be required to confirm a collaborative approach and understand the timelines for the transfer of care of the infant from Fire/EMS. This is an indicator that, before even considering whether the program can benefit from the City's insurance policy, transferring risk by a formal agreement would be required. The City's advancing its involvement in the program without coverage, or

in the event the claim is found to be outside its coverage, would result in out-of-pocket costs to defend and the payment of any awarded claim.

The response also highlights the need for support and collaboration with Childcare Agencies, which the responses received suggest the program lacks.

*Authority:*

Another aspect of risk to the City is that child welfare and child protection are more specialized fields of activity and are not currently offered by the City, and they are not mandatory or legislated municipal services. The Ontario Ministry of Children, Community, and Social Services handles these services, as do other community agencies under the guidance of provincial government policy. Without clear legislation for the operation of the program, other than the City's broad powers under the *Municipal Act*, it could be that the program lands outside the City's jurisdiction of powers. Any time the City interjects itself into a new municipal service, it takes on risk that could lead to being found liable for an aspect of its involvement.

*Provincial framework:*

This is an area of concern because when the City consulted its insurer regarding the program, it stated that: "Working closely with legal authorities and relevant organizations is crucial to managing the risks and responsibilities associated with this process".

Per the agencies this program was discussed with, it was confirmed that Ontario does not have "Safe Haven" legislation. It does have the *Child, Youth and Family Services Act, 2017*, and a system where specific steps take place to support the child and family. A subject expert, along with the agencies consulted, all have reservations that these programs could undermine the legislative regime through interference with the specific steps impacting the integrity of the welfare system. The program could also facilitate a criminal offence related to abandonment (Section 218 of the *Criminal Code*), exposing the parent, and potentially the municipality, to criminal liability if harm occurs or authorities deem abandonment to be unlawful. It also enables one party, or no consent, when leaving the infant, as opposed to both parents, as required under the law. Aspects that conflict with Provincial policy objectives frustrate the City's insurer's requirement that the program comply with all relevant Provincial and Federal laws, exposing the City to potential liability.

Action to mitigate: None contemplated except for awaiting clarity from the Ministry of Children, Community, and Social Services and/or support from agency partners.

*Duty of Care:*

The infant is entering the City's property, which creates a duty of care.

Staff at the firehall will all require training on the protocols, and in the event of a misuse of the basinet, they must be emotionally prepared for what may be discovered. Also, operationally, staffing at the firehall is not available 24/7 to attend to the secure, temperature-controlled surrender site due to the primary duties when responding to a call for services. This could see the infant remain unattended for prolonged periods. Failure to retrieve, observe, or act appropriately could expose the municipality to liability if harm occurs. System malfunction has led to loss of life as experienced by an [Italian-based program](#).

Action to mitigate: Regular training on the protocol will be required, but the risk of emotional trauma cannot be easily mitigated and can be an ongoing cost to the City while extending support to the impacted staff. Having the basinet regularly serviced and inspected by a third-party provider would be recommended; however, it's likely that the program risk would not be transferred under the maintenance agreement. Another option would be an alarm to notify the person delivering the infant that the door is open. An alarm could be misinterpreted, causing panic or anonymity concerns. Also, a third-party monitored alarm system could mitigate staff's inability to tend to the infant due to other duties. This also means the use of fire services is not necessary for the host. The monitoring agreement is unlikely to see the programs' associated risk transferred by way of a service agreement.

*Privacy:*

Anonymity and privacy are pillars of the program, ensuring this may not be feasible if visual, recorded, or agency investigation leads to the discovery of the parent. While the City can manage video surveillance on its property, other cameras or bystanders may see the delivery, leading to privacy concerns. It is also the child services' mandate to investigate any infant abandonment, as well as the Police in certain instances. This responsibility extends to staff receiving the infant, which means privacy is not guaranteed, as it could result in statutory non-compliance.

Action to mitigate: No contemplated means mitigate the risk that the person is identified or a breach of privacy is alleged, but a privacy impact assessment could assist, as could staff training on privacy and integration of the Information and Privacy Commission's best practices. Also, while counterintuitive to the program, transparency on the fact that anonymity may not be guaranteed is suggested.

Some alternative approaches to avoid the City incurring risk or liability could include,

- 1) A strict funding-only approach.
- 2) To have Hope's Cradle partner directly with child services agencies, who could then properly integrate the program into the existing framework.

- 3) A hospital-led initiative, such as Angel's Cradle, or an offsite location fully run and operated by a group other than the City.

This is a well-intentioned initiative that may offer a humanitarian benefit in situations of crisis. While mitigation strategies are contemplated, the City's involvement creates foreseen and unforeseen risks and liabilities that the City would likely not be able to entirely absolve itself of. This is more likely to be the case if doing so without the support of the subject expert agencies to guide the program and protocols. Until Ontario creates a provincial safe-surrender framework, the program exposes the municipality to authority concerns, duty of care liability, privacy violations, and operational risks that are hard to fully mitigate, and therefore, it would be preferred to see a hospital-led or CAS/agency-led program on non-municipal property or funding provided to the charity.

### **Financial Implications**

The initiative's ongoing operational costs were confirmed to be \$1,000 annually based on a similar program operating in one Ontario municipality. This operational amount is exclusive of third-party monitoring, regular maintenance, and ongoing training, to mitigate risk, or out-of-pocket costs from a claim or premium increases, collectively estimated between \$5,000 to \$10,000.

Furthermore, the upfront financial implications of implementing Hope's Cradle are estimated between \$30,000 and \$50,000. A privacy impact assessment, agreement(s), and protocol development could see the initial capital cited landing on the higher end of the estimate.

### **Strategic Plan / Policy Impact / Climate Impact**

This is an operational matter not articulated in the corporate strategic plan.

### **Recommendation**

It is therefore recommended that Council take the following action:

Resolved that the report of the City Solicitor dated September 22, 2025 concerning Hope's Cradle be received as information.

Respectfully submitted,

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