VISION LONDON - LONDON, THE FOREST CITY

We are a caring, responsive community committed to the health and well-being of all Londoners. The actions we take will be socially, environmentally and fiscally responsible so that our quality of life is enhanced and sustained for future generations. Our people, heritage, diverse economy, strategic location, land and resources are our strengths.

MEMBERS OF THE COMMITTEE

Councillor Harold Usher (Chair)  Councillor Bill Armstrong  
Councillor Matt Brown  Councillor Stephen Orser  
Councillor Paul Van Meerbergen  Betty Mercier (Secretary)  
Mayor Joe Fontana (ex-officio)

PART 1  DISCLOSURES OF PECUNIARY INTEREST

PART 2  SCHEDULED ITEMS

4:00 p.m.  COMMITTEE OF APPEALS  
Appeal of Dog Muzzle Order James Hasiwar, 615 Commissioners Road East  
COMMUNICATION #17

4:30 p.m.  CONSENT ITEMS #1 to #10

4:45 p.m.  DELEGATION – C. Heffer, 486 Alderbury Crescent – Lyme Disease  
COMMUNICATION #16

5:00 p.m.  DELEGATION – Director of Parks and Recreation – Parks and Recreation Master Plan Update  
COMMUNICATION #14

5:15 p.m.  DELEGATION – Councillor D. Brown – Greenway Off-Leash Dog Park Hours  
COMMUNICATION #13  
(Secretary’s Note: The following Delegations were scheduled following the printing of this Agenda.)

5:30 p.m.  DELEGATION – S. Cordes, Executive Director of Youth Opportunities Unlimited (YOU) - Update on the YOU Project

5:45 p.m.  DELEGATION – J. Winston, General Manager of Tourism London - 2013 World Figure Skating Championship

PART 3  CONSENT ITEMS

(Secretary’s Note: A copy of the Dearness Home Newsletter - September 2011 is enclosed in Council member’s envelopes with a copy for viewing in the City Clerk’s Office.)


3.  Executive Director, Planning, Environmental and Engineering Services – Current Condition – Bruce Nuclear Power Plant.


9. Director, Environmental Programs and Solid Waste – Updates on Green Bin Pilot Project.

10. Chief Administrative Officer – 2013 World Figure Skating Championship.

PART 4

ITEMS FOR DIRECTION


17. (a) London Animal Care Centre – Notice to Muzzle Dog Issued to James Hasiwar;

(b) London Animal Care Centre – Report relating to the Notice to Muzzle Dog issued to James Hasiwar; and,

(c) James Hasiwar, 615 Commissioners Road East - Appeals Tribunal- Notice to Muzzle Dog.

PART 5

DEFERRED MATTERS

(not attached to this agenda)

PART 6

CONFIDENTIAL

(No Confidential Appendix Included on this Agenda)
7th REPORT OF THE
ACCESSIBILITY ADVISORY COMMITTEE

Meeting held on August 25, 2011, commencing at 3:00 p.m.

PRESENT: B. Quesnel (Chair), C. Bailey, K. Bogema, M. Dawthorne, K. MacDonald, P. Mutinda, A. Rinn, and J. Martin (Secretary).

ALSO PRESENT: R. Campbell, K. Graham, J. Knight and C. Saunders

REGRETS: M. Anderson, R. Buttigieg, R. MacLachlan, A. Tankus

I YOUR COMMITTEE REPORTS:

1. (2) That the Accessibility Advisory Committee viewed a training DVD, with respect to Accessible Customer Service for Persons with Disabilities, presented by K. Graham, Municipal Policy Specialist.

Policy Development Sub-committee

2. (a) That the Accessibility Advisory Committee (ACCAC) heard a verbal report from A. Rinn, on behalf of the Policy Development Sub-committee, noting that all the ACCAC concerns with respect to the Community Access Program (CAP) have been addressed by the Western Fair District.

Education and Awareness Sub-committee

3. (b) That the Accessibility Advisory Committee (ACCAC) received the attached report from M. Dawthorne, on behalf of the Education Sub-committee, with respect to the 2011 Empowerment and Action Day Conference to be held October 19, 2011, and noted:

(a) the event poster has been approved and event registration will go live next week; and,

(b) the ACCAC approved conference expenses up to $4,000.00; it being noted the ACCAC has sufficient funds in its 2011 Budget to accommodate this expenditure.

Transportation Sub-committee

4. (c) That the Accessibility Advisory Committee (ACCAC) heard a verbal report from B. Quesnel, on behalf of the Transportation Sub-committee, the ACCAC was advised of the following:

(a) the Accessible Parking Awareness Program will not go forward in October 2011 as planned; and,

(b) the above noted program will need to be considered during the 2012 budget to identify potential funding and resources for implementation in 2012.
5. (d) That the Accessibility Advisory Committee received a verbal update from K. Bogema, on behalf of the Facilities sub-committee, it noting:

(a) the facilities sub-committee will review the matter of full service gas stations; and,

(b) the ACCAC was encouraged to continue to complete the restaurant accessibility evaluation forms.

6. (3) That the Accessibility Advisory Committee deferred consideration of the communication dated June 29, 2011 from the City Clerk, with respect to the 2012 Mayor’s New Year’s Honour List. The ACCAC will discuss nominations at the September meeting; it being noted that the ACCAC Committee Secretary will provide the members with the nomination form.

7. (11) That the Accessibility Advisory Committee received a verbal update from its Committee Secretary with respect to the AccessOn.ca membership; it being noted that the Chair and Committee Secretary hold AccessOn memberships for ACCAC.

8. (12) That the Accessibility Advisory Committee received a verbal update from its Committee Secretary with respect to the ACCAC 2011 budget.

9. (13) That the Accessibility Advisory Committee (ACCAC) reviewed and received a communication dated June 28, 2011 with respect to the Wood Burning Bylaw, noting that the Committee Secretary will advise complainant to contact their Councillor for follow up with respect to this matter.

10. (14) That the Accessibility Advisory Committee (ACCAC) heard a verbal presentation from M. Dawthorne with respect to an upcoming article in the Access2 Program Quarterly Magazine. ACCAC approved M. Dawthorne providing input for the above-noted article, which will showcase London as a leader in the Access2 program.

11. (15) That the Accessibility Advisory Committee (ACCAC) was advised of the Wheelchair Relay Challenge event.

12. (Added) That the Accessibility Advisory Committee (AACAC) received a verbal update from K. Bogema with respect to accessibility issues at the John Labatt Centre (JLC); it being noted that the staff at the JLC have been receptive and have implemented numerous accessibility options to-date, and will continue to work with the ACCAC to improve accessibility at the JLC.
13. That the Accessibility Advisory Committee (ACCAC) received and noted the following:

(a) (1) the 6th Report of the ACCAC from its meeting held on June 23, 2011;

(b) (4) a Municipal Council resolution adopted at its meeting held on July 25, 2011 with respect to the appointment of K. McDonald and P. Mutinda to the Accessibility Advisory Committee;

(c) (5,16) a Municipal Council resolution adopted at its meeting held on July 25, 2011 and a communication dated August 7, 2011 from H. Blackwell and B. Sayler, with respect to Western Fair District’s Community Access Program;

(d) (6) Municipal Council resolutions adopted at its meeting held on July 25, 2011 with respect to the 2011 Empowerment and Action Day

(e) (7) a communication dated July 8, 2011 from S. Devine, Superintendent, Branch Operations Advisor, St. John Ambulance with respect to the 19th Annual Empowerment & Action Day; it being noted that St. John’s Ambulance will waive the normal minimum donation required for this event;

(f) (8) a Municipal Council resolution adopted at its meeting held on July 25, 2011 with respect to Parking Ticket Validation Equipment at Citi Plaza;

(g) (9) a Municipal Council resolution adopted at its meeting held on July 25, 2011 with respect to the Installation of Audible Pedestrian Signals; and,

(h) (10) a communication dated August 11, 2011 from B. Westlake-Power with respect to the 2012 Budget Development.

14. That K. Bogema disclosed pecuniary interest with respect to the Community Access Program for Western Fair, by indicating that she is involved on a related project.

15. That the next regular meeting of the Accessibility Advisory Committee will be held on Thursday, September 22, 2011 at 3:00 p.m.

The meeting adjourned at 4:40 p.m.
Education Committee  
Conference  
August 24, 2001

Present:   Michael (Chair), Cindy (Minutes), Laurie, Bonnie, Kash

Regrets:  Kimber, Rob, Michelle, Antoinette, Renee, Andrew

Previous Minutes:
Amendments – Kimber was not noted in the regrets from the last meeting.

We will not be passing the previous minutes anymore and will be sending them out to all as soon as possible.

Conference Program:
1. Dr. Pascal has declined speaking for personal reasons. We need someone to fill his spot, someone who can speak about the rights of the child. Dr. Pascal recommended Dr. Robin Williams. She has a lot of background in public health and child learning, but not in the “rights of the child” areas. There is an organization that exists about disability rights, they are very new. Michael will contact Casey who is a provincial advocate for children and youth. Government agencies will also have a travel budget. Option 1 – Arch – Bonnie sits on their Board and will look into this. Additionally, Arch would also be an excellent exhibitor and resource for parents. Option 2 – Contact CAS. They are a resource for parents needing support. Option 3 – Discussed local lawyers who may work with children’s rights issues. Option 4 – Chris Bentley – he may be able to suggest local speakers.

NOTE: If anyone receives a “yes” from anyone, please send a message to all ASAP.

Bonnie will call Arch today.

There is still no name for the Catholic school board re representative to speak. We do have someone from Thames Valley, however, but had wanted to give both the opportunity.

We discussed giving a letter to each speaker thanking them and to ask Joe Fontana and Bonnie to sign these.

Note: The 50 donated books are from Harvey Armstrong, not Charles Pascal.

Marketing:

Michelle has a copy of the Conference booklet and the TVCC will complete the brochures for us. We will send them all our information as we get it and they will add to the brochure. Thank you Michelle!!! We will include the date of the 2012 conference in our 2011 brochure.

Poster – We amended the colours. We discussed the look of the poster. Michael will send out options re “Scent Neutral”. Rather than put on the poster, we will ask the attendees in a letter prior to the conference to
refrain from scents. The key thing is to get the poster up and ready and printed and available by August 29th.

Once all website and posters are available, we can also send twitter messages and keep people abreast of information. We will use various media to get the word out.

We will save $2000 we spent on advertising last year.

**Local Arrangements:**

Most people chose Option 1 on the menu choices, the price is good and would not take long for people to choose their food. This includes Minestrone soup, sandwiches – large selection – salads, desserts. We will also have pastry, muffins, etc. in the morning with coffee, tea and juice.

Rooms – All the rooms are booked. Michael and Kash discussed where the exhibitors should go with the hotel. One idea was to take one of the small rooms and use for the exhibits. The other option was in a large alcove. The hotel is sending Michael an email with the numbers of exhibitors able to fit into each area. The break out areas will only take 65 people, however, we can open two rooms together and make one large room accommodating 120 or more people. We discussed which speaker may have less attendance, to put in a small room. The ballroom is very large and the Education information sessions will be in there. We will assign rooms according to what we think will be the numbers for the speakers.

Morning – Workshop A – Education – Ballroom  
Workshop B - Transitional Age and Youth – Manchester  
Workshop C – Henson Trust – Kensington Room.

Afternoon - Disclosure – Ballroom  
Workshop D – Kensington 1 & 2  
Workshop E – Recreation – Manchester.

Everything else will be the ballroom except for the exhibitors.

**Note:** We will put on the day program the rooms and the speakers so people will know where they are going.

The hotel has cut out the cost of items such as screens, etc. to allow us to save some money. The price of the food last year was about $8800. The hotel will charge us less this year although the numbers will be higher. There is no signed contract yet, however, it all looks great. We will also discuss with the hotel tentative dates for the conference for 2012.

Michael will do all he can to keep the prices down. Kash has the contract from last year.

CART – Computer Assisted Real Time translation for the hearing impaired and also “Notetaking” were discussed. We would have a
couple of interpreters. Basically, we can do this for ½ the price as last year, hopefully. Lauren will bring in her own computer.

**Registration:**

Will be open on August 29.

Registration by law – we were told that the bylaw covering the $20 fee, was only for 2011. However, the actual bylaw does not name yearly dates and in fact, says we can charge a $20 fee. Therefore, we should not have to get an amendment again next year.

Ideas for next year – Travel and Tourism, Human Rights in General in Ontario, Finances – OW, ODSP, Wills, Budgeting. We could come up with suggestions for next year’s conference and bring to the September meetings. We do not want to put too much energy into it yet, but we could think of ideas. Kash suggested “Healthy Living” or Healthy Life” which could encompass ODSP, Finances, Nutrition, etc.

We will have “Registration soon, spaces limited” on our web site to avoid the problems of everyone waiting until the last minute.

**Sponsors:**

Bell has said, “Not this year”
Bayshore has said “yes” for $500.
We have 4 confirmed sponsors each, or $2000.00
Kash will confirm with TD on Monday regarding if they will sponsor for sure.
Michael sent out information to publishing companies asking for sponsorships and or door prizes or SWAG. Bonnie also has done this.
Cindy – LLSC bandage dispensers
Kash – Canadian Abilities
Michael has many boxes in his office.
Again, the bags are much smaller. Extra items we will put on the Accessibility table for interested people to pick up.
Michael will put a list together so we know just what we have.
More SWAG information – Brenda has some in her garage that Bonnie had ordered this year, also the Harvey Armstrong books. Kash will pick this up after calling Brenda and drop off at Michael’s office.
Kash had emailed most of the councilors re sponsorship, none have responded. We do hope they will offer door prizes as they did last year.
Door Prizes – Kash asked Cindy to please put these on Excel as she did last year, she will do this ASAP. Not only do we have the door prizes Cindy has gotten confirmed and noted in last meeting minutes, we also have a door prize for the Four Points Sheraton, Storybook, the Aquatics Centre and again, the JLC.
We need to nail down the sponsors, TD must have a formal agreement.
Michael is going to speak with the CUPE local President next week. The Treasurer seemed to believe that a $1000 sponsorship was doable.
We are looking at $5000 in sponsorships.
Volunteers:

We do not have news about this yet. Bonnie gave a list of the jobs needed to be done to Renee. We can all attempt to find volunteers. Last year we also had a couple of City staff help Cindy in Registration.

Transit Passes:

It is very difficult in terms of registration, how to get these to people. We discussed a self addressed envelope. This was send to Barb for a response and Kimber can confirm. There was concern this would be an added expense for our committee. One large concern by the committee members was that these are not able to be used on Paratransit!!.

Gifts: Speakers

All will receive a book and perhaps a little box of chocolates, pen, etc in a bag. A special gift will be given to Barbara Hall as the keynote speaker, flowers and chocolates.

Note: We will begin to meet weekly now, we are 6 weeks or so from the conference.

Next Meeting: September 7, 1200
TO: CHAIR AND MEMBERS
COMMUNITY AND NEIGHBOURHOODS COMMITTEE
MEETING ON September 13, 2011

FROM: PAT MCNALLY, P.ENG.
EXECUTIVE DIRECTOR OF PLANNING, ENVIRONMENTAL AND ENGINEERING SERVICES

SUBJECT: CURRENT CONDITION – BRUCE NUCLEAR POWER PLANT

RECOMMENDATION

That, on the recommendation of the Executive Director of Planning, Environmental and Engineering Services, this report BE RECEIVED for information.

PREVIOUS REPORTS

None

BACKGROUND

At its meeting held on April 12, 2011, the Community and Neighbourhoods Committee (CNC) requested information regarding the current condition of the Bruce Nuclear Power Plant. A number of specific questions were asked and we provided for Committees information the response from Bruce Power.

Discussion

How often is the plant checked, updated and reported on and how do we obtain public information regarding the status and the performance conditions of this plant?

In order to meet the legal requirements of the Nuclear Safety and Control Act (NSCA) and Nuclear Safety and Control Regulations, all licensees, including Bruce Power, must implement programs that provide adequate provisions for protection of the environment, health and safety of persons, maintenance of national security, and the measures required to implement Canada’s international obligations. As a condition of our licence we perform continual checks and upgrades on our systems to ensure the safety of the plant.

Staff from the industry’s regulator, the Canadian Nuclear Safety Commission (CNSC), monitor our operations and ensure we comply with all the conditions of our licence. The CNSC performs an annual assessment of the safety performance of nuclear power plant licensees in the Canadian nuclear power industry which is available to the public on the CNSC website www.nuclearsafety.gc.ca.

Assessments are based on the legal requirements of the NSCA and regulations as well as the conditions of operating licences and applicable standards.
Are there secondary plans for emergency cooling procedures in place?

In the unlikely event of a loss of all power, our plant’s emergency power supply (EPS) would power nuclear safety-related systems needed to control, cool and contain the fuel. The EPS is seismically and environmentally qualified and has sufficient fuel stores to operate unaided for a seven-day period. Additional fuel is kept on site as a further backup and we could secure more fuel from offsite if necessary. The EPS is similar to other standby generators but is remotely located from them to reduce chances of it being disabled by the same incident. Cables and control equipment involved in switching the EPS into service are routed through areas that are considered to be at lowest risk of damage. In the even more unlikely event that EPS systems also becomes unavailable and all power is lost, our reactors would safely shut down and stabilize using CANDU’s convection cooling system design. Then, all units would be placed in guaranteed shutdown state until power was restored.

What is the emergency response plan for an accident there, for example under extreme weather conditions?

As part of our Operating License, Bruce Power maintains a robust and multi-faceted emergency response program.

This includes an award-winning security service, a fully equipped fire department, ambulance service and emergency response organization capable of round-the-clock response. We have two fire pump trucks that can provide an external source of water to station fire water systems which, in turn, are used as an emergency cooling water source for critical systems. In the unlikely event of an emergency, we also have an Air/Light truck that can remotely provide self contained breathing apparatus for site staff.

The effectiveness of our emergency response program is continuously assessed through a series of drills and exercises. Every year, we run at least 41 drills and one major exercise that are evaluated by our regulator, the Canadian Nuclear Safety Commission, which has consistently rated our capabilities as fully satisfactory.

Every five years, we also participate in a Provincial Nuclear Emergency Drill that is led by Emergency Measures Ontario and tests not only our own emergency plans, but the Municipal Emergency Plan as well.

The Community Emergency Management Co-ordinator for Kincardine maintains a call-down list for all households (approximately 35-40) within a three kilometre radius of the site perimeter in case action, such as sheltering or evacuation, is necessary. The area is also served by warning sirens and people in this zone are provided handouts on the required response and reminded of those actions each year.

In light of the events at the Fukushima Nuclear Power Plant, we are undertaking a review of our design safety case and will be paying particular attention to our ability to withstand natural disasters such as fire, flood, seismic events, explosions and blackout conditions.

This is not new for us. We had to withstand the blackout of 2003, when our plants were disconnected from the grid and had to support themselves without any offsite power. In that case, our plants not only passed this test, but were available to quickly restore power to Ontario after the event itself.

We are also an industry leader in the development of Severe Accident Management guidelines, which are a set of procedures designed to test the plant's ability to cope with events that would be considered to be beyond the plants design basis.

Against this backdrop, we are well positioned to demonstrate that our plant can be relied upon to operate safely in the unlikely event that we are challenged by an unprecedented natural disaster.
The events at Fukushima will change the face of nuclear power operations in the same way that the events of the Sept. 11, 2001 terrorist attacks in the United States changed the way we conduct our security operations here at the site. The full scope of changes that our industry might see cannot be stated at this time, but we are certain that changes will come and we, at Bruce Power, will ensure that we can quickly respond to new requirements.

How is this incorporated into the City’s emergency response plan?

Municipalities in close proximity to, or with nuclear establishments within their boundaries, should include in their emergency response plans the measures they may need to take to deal with the off-site consequences of a radiological accident. This would include details on the relevant notifications to/from the involved organizations (see PNERP Implementing Plan for Other Radiological Emergencies).

ii. Other municipalities which have a radiological incident identified as one of their potential risks, within their Hazard Identification & Risk Assessment (pursuant to Section 2 (3) of the EMCPA), should include, within their municipal emergency 12 response plans, the measures they may need to undertake to deal with such an emergency (see PNERP Implementing Plan for Other Radiological Emergencies).

Designated municipalities preparing plans in respect of a nuclear emergency include:
- municipalities located within nuclear primary zones.
- municipalities acting as a host community.

How are we and the surrounding municipalities, kept apprised of changes in conditions?

The provincial government has jurisdiction over public health and safety, property and the environment within its borders. In the event of a nuclear and/or radiological emergency, the province will be primarily responsible for managing the off-site consequences of the emergency, by supporting and coordinating the offsite response, and for directing the off-site response to those emergencies as detailed in this Plan.

What is the reporting time under the emergency conditions for evacuations here and including our neighboring municipalities?

During an emergency, the Premier or a minister (delegated) is required to regularly report to the public with respect to the emergency. The Premier is required to submit a report in respect of the emergency to the Assembly within 120 days following the termination of the emergency. If the Assembly is not in session at that time, the Premier is required to submit a report within 7 days of the Assembly reconvening.

The full nuclear emergency response plan can be found here:
What is the life expectancy and how will the plant be decommissioned or upgraded in the future?

Mid-life refurbishments are nearly complete on Bruce A Units 1 and 2 which will extend the life of the site for at least another 25 years. Similar refurbishments are being examined on the remaining units which would extend the site horizon even further. The province of Ontario continues to depend on Bruce Power to provide 6,300 megawatts of electricity which is roughly 25 per cent of the provincial demand for power.

Information in this report was received and compiled by Pam McClennan.

REVIEWED & CONCURRED BY:

PAT MCNALLY, P.ENG.
EXECUTIVE DIRECTOR OF PLANNING,
ENVIRONMENTAL AND ENGINEERING SERVICES

cc. John Peevers, Investor and Media Relations, Corporate Affairs, Bruce Power
Dave O’Brien, Corporate Security and Emergency Management
TO: CHAIR AND MEMBERS
COMMUNITY AND NEIGHBOURHOODS COMMITTEE
MEETING ON SEPTEMBER 13, 2011

FROM: CINDY HOWARD
INTERIM ADMINISTRATOR, DEARNESS HOME

SUBJECT: FOR ONTARIO TELEMEDICINE NETWORK MEMBERSHIP AGREEMENT
AND ONE NETWORK ORDER AGREEMENT WITH eHEALTH ONTARIO
FOR DEARNESS HOME

RECOMMENDATION

That, on the recommendation of the Interim Administrator of Dearness Home, with the concurrence of the Executive Director of Community Services, the attached proposed By-Law (Appendix A) BE INTRODUCED at the Municipal Council Meeting of September 19, 2011:

(a) TO APPROVE the Ontario Telemedicine Network Membership Agreement for Dearness Home; and

(b) TO APPROVE the ONE® Network Order Agreement with e-Health for Ontario Telemedicine Network Services for Dearness Home; and

(c) TO AUTHORIZE the Mayor and City Clerk to execute the agreements authorized and approved in sections (a) and (b) above.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

None

BACKGROUND

The Ontario Telemedicine Network (OTN) is an independent, not-for-profit organization funded by the Government of Ontario to provide services allowing videoconferencing, webcasting and tele-diagnostic practices. The Ontario Telemedicine Network (OTN) currently delivers programs and services in over 925 sites across the Province and there are over 100 agencies within the boundaries of the South West LHIN who are signed up for these services. OTN is now expanding the network to include Long Term Care facilities.

eHealth Ontario is a corporation without share capital and is an agent of Her Majesty the Queen in Right of Ontario, pursuant to the Development Corporations Act and provides the broadband network management. OTN’s service is distributed through the eHealth One® Network and a membership with OTN is dependent upon installation of the One® Health Network.

The Membership Agreement between Ontario Telemedicine Network (OTN) and The Corporation of the City of London (Dearness Home) (Schedule B) has been reviewed by Civic Administration. The Membership Agreement includes a disclaimer in Section 6.4 indicating that the video conferencing is provided on an “as is” basis and “any material and/or data downloaded or otherwise obtained through the use of the Videoconferencing Network and/or Services shall be done at the member’s own discretion and risk”. Ontario Telemedicine Network (OTN) does not have control over the network and therefore cannot guarantee performance; however, in their experience, downtime has been minimal and services restored promptly.

Section 6.5 of the Agreement provides for dispute resolution up to and including arbitration. OTN advises that this clause has not been invoked in the ten years that OTN have been operating.

Section 8.1 provides OTN with the right to amend the agreement at its sole discretion on 60 days written notice. According to OTN, in their history this clause has been invoked only three times; two instances were related to technology updates and the other was regarding a change in the
membership policy as required by the Ministry of Health and Long-Term Care (MOHLTC). If the City is not satisfied with a contract amendment under this section the option is to terminate the agreement under section 7.2 with 30 days written notice.

The Ontario Telemedicine Network (OTN) acts as an agent for Dearness Home to specify and order an appropriate network connection from eHealth Ontario. The Order Agreement for the ONE®Network, Ontario Telemedicine Network (OTN) Services (Schedule A) is with eHealth Ontario. The agreement was reviewed by the Technical Services Division (TSD) and they agreed that they could comply with the required implementation and will liaise with OTN on the installation of the equipment and software.

The use of this system will include the exchange of personal health information. To ensure compliance with the Personal Health Information Protection Act, 2004 and article 5 of the ONE®Network Order Agreement and OTN Membership Agreement Dearness Home will ensure their privacy policy is in compliance with applicable privacy legislation including ensuring that technical and physical safeguards are in place to protect privacy of information.

Engaging the community is an important part of the Dearness Home’s efforts to contribute to community vitality. The use of OTN technology will be geared to a multi-disciplinary approach to meet the varying needs of the Dearness Home. OTN services will allow Dearness Home to:

- Consult with agencies such as Regional Mental Health
- Permit clinicians to observe resident’s behaviours first-hand and provide advice as part of the “Senior’s with Responsive Behaviours” initiative
- Teleconference with other Long Term Care providers in our area who meet on a regular basis
- Participate in on-site training webinars hosted by groups such the Registered Nurses Association of Ontario

**FINANCIAL IMPACT**

The Ontario Telemedicine Network (OTN) technology equipment is valued at $24,000.00 and is being transferred as an asset to the Corporation of the City of London at no cost. Included in the Ontario Telemedicine Network (OTN) membership is unlimited service, site implementation, training on the equipment, technical support and software upgrades. Site and system fees have been waived for this project through negotiation between the Local Health Integration Network (LHIN) and OTN for the first wave of sites joining the project.

The Dearness Home will be responsible for the one time network cabling cost of about $4,000.00 and will assume the maintenance warranty cost estimated at $1,000.00 annually after a three year period. These costs and any other costs associated with this project will be accommodated within our existing departmental budget.

**SUBMITTED BY:**

Robert Drage
Business Manager, Dearness Home
Department of Community Services
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<th>RECOMMENDED BY:</th>
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<tr>
<td>CINDY HOWARD</td>
<td>ROSS FAIR</td>
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<td>INTERIM ADMINISTRATOR, DEARNESS HOME</td>
<td>EXECUTIVE DIRECTOR</td>
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<td>DEPARTMENT OF COMMUNITY SERVICES</td>
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cc.  
L. Marshall  
J. Jackson
APPENDIX A

Bill No.
2011

By-law No.

A By-law to authorize and approve: (1) a ONE Network Order Agreement with eHealth Ontario for Ontario Telemedicine Network Services; (2) a Membership Agreement with Ontario Telemedicine Network (OTN); and (3) to delegate authority to the Mayor and City Clerk to execute the agreements.

AND WHEREAS subsection 5(3) of the Municipal Act, 2001 provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the Municipal Act, 2001 S.O. 2001, c.25 provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS sections 9 and 10 and 23.1 through 23.5 of the Municipal Act, 2001 authorize a municipality to delegate its powers and duties under this or any other Act to a person or body;

AND WHEREAS eHealth Ontario is a corporation without share capital and is an agent of Her Majesty the Queen in right of Ontario, pursuant to Ontario Regulation 43/02 made under the Development Corporations Act;

AND WHEREAS Ontario Telemedicine Network is non-share corporation funded by the Province;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The ONE Network Order Agreement to be entered into between The Corporation of the City of London and eHealth Ontario, attached as Schedule A to this by-law, regarding the use of Ontario Telemedicine Network Services, is hereby authorized and approved.

2. The Membership Agreement to be entered into between The Corporation of the City of London and Ontario Telemedicine Network (OTN), attached as Schedule B to this by-law, regarding the use of Ontario Telemedicine Network Services, is hereby authorized and approved.

3. The Mayor and the City Clerk are authorized to execute the agreements authorized and approved under sections 1 and 2 above.

4. The Executive Director of Community Services is delegated the authority to designate in writing a “Telemedicine Coordinator”, an administrative and technical contact, and a “Designated Officer” for the purposes of the agreement approved in paragraph 2 above.

5. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council , 2011

Joe Fontana
Mayor
Catharine Saunders
City Clerk

First reading –
Second reading –
Third reading –

Signed Copies are available in the City Clerk's Office
eHealth Ontario Mandate

eHealth Ontario is the provincial agency mandated to improve patient care and safety by harnessing innovation and technology. Its priorities are the creation of a Diabetes Registry, establishing an e-prescribing system, and developing an eHealth portal. It will also oversee the development of a province-wide electronic health record system by 2015.

eHealth Ontario Obligations

eHealth Ontario agrees to provide network connectivity, including network interface equipment, to the Client in fulfillment of its mandate. eHealth Ontario also agrees to provide a support structure to assist the Client in resolving eHealth Ontario network-related issues. eHealth Ontario will bear the cost of providing and managing the network connectivity to the Client.

Client Obligations

The Client agrees to provide an appropriate and secure environment for eHealth Ontario to install the network and locate its network interface equipment, and reasonable access to the site to deliver, install, maintain, inspect, disconnect or remove its network interface equipment. The Client will bear the local infrastructure cost of interfacing to and using the provided network services. Upon termination of the service, the Client agrees to return all eHealth Ontario-provided equipment to eHealth Ontario.

Shared Obligations

Both eHealth Ontario and the Client have an obligation to provide appropriate management, governance and oversight to protect the confidentiality and security of health-related information exchanged by health care providers.

Detailed Terms and Conditions and attached schedules, being the Acceptable Use Policy and Security Policy, have been provided.

Please Refer to: Instructions for Completing ONE® Network Order Agreement and What You Need to Know before completing this form. Please complete the entire form; incomplete forms or incorrect information will result in processing delays.

Part A – Acknowledgement (Mandatory)

1. The ONE Network Order Agreement or "Agreement" consists of this order form and the attached Terms and Conditions including any schedules thereto. By signing below, the Client acknowledges that it has read, understands and agrees to be bound by the Agreement as of the __________/________/________ (the "Effective Date") (yyyy-mm-dd).

Signature: __________________________

Printed Name: __________________________

Title: __________________________

Date: __________________________

2. Site Address (Mandatory)

The street address of the site where the circuit will be installed (not the mailing address).

Refer to ONE Network - What You Need to Know for further information regarding the location of the circuit.

Number and Street Name: 710 Southdale Rd., East

City/Town: London

Province: ON

Postal Code: N6E 1R9

Site Telephone No. (include extension): (519) 661-2500 x 8268

Site Fax No.: (519) 661-0446

Is this fax secure? * X Yes No

* The fax machine must be located in a secure area where it can be used and monitored only by authorized personnel.

Site Name/Group Name: Deafness Home

Circuit Location (Room? - see section 6b on page 3): Floor 3

Room Number: 3CA 2B

Description: Data Communications Rm.

Sensitivity Level: MEDIUM
Schedule A

3. Site Business Hours and Preferred Installation Hours (Mandatory)

Business hours are the hours the site is staffed. Depending upon the type of circuit provided, it may be necessary to have one or more eHealth Ontario authorized installer(s) visit your site. To indicate preferred installation hours, list only the hours the site is open and able to withstand a possible interruption from an installer. Vendor installation hours are Monday to Friday, 8:00 am to 5:00 pm (excluding statutory holidays).

3a. Site Business Hours

24/7

3b. Preferred Installation Hours

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Same as Site Business Hours?  □ Yes  □ No

3c. Site Access Instructions

Site access instructions are forwarded to the subcontractor. Concisely and accurately indicate whom the subcontractor should contact to arrange installation. (For example, contact John Smith prior to visit to make security arrangements.) Site access instructions □ No instructions required

4. Shipping Information (Hardware is a 32 x 12 package that the installer will need)

Would you like the hardware shipped to the site address provided for the circuit location?  □ Yes  □ No

If No, specify shipping information below

Ship To: Name of organization and/or staff member:

5. Client Contact Information (Provide only business-related information) (Mandatory including 5a and 5c)

5a. Primary Contact (Name of the individual with the authority to make decisions regarding the installation. This individual can be either on or off-site)

First Name  Goail
Last Name  Zavitz
Business Telephone No. (include extension) (519) 661-2500 x 8229
Business Pager/Cell Phone No. (226) 268-0376
Business Fax No.
Business E-mail gzavitz@london.ca

On-site? □ Yes  □ No
Is this fax secure?* □ Yes  □ No
*The fax machine must be located in a secure area where it can be used and monitored only by authorized personnel.

5b. Backup Contact (Name of the individual to contact in the event the Primary Contact cannot be reached. This individual can be either on or off-site)

First Name  Troy
Last Name  Regalia
Business Telephone No. (include extension) 416.446.4110 ext 4195
Business Pager/Cell Phone No.
Business Fax No. 416.446.4139
Business E-mail tregalia@otn.ca

On-site? □ Yes  □ No
Is this fax secure?* □ Yes  □ No
*The fax machine must be located in a secure area where it can be used and monitored only by authorized personnel.

5c. Technical Contact (Name of the individual who provides local assistance at the site during the implementation of the hardware)

First Name  Jim
Last Name  Pretty
Company Name Corp. of City of London - Technical Support Division
Business Telephone No. (include extension) (519) 661-2500 x 4855
Business Pager/Cell Phone No. (519) 851-8850
Business Fax No.
Business E-mail jpretty@london.ca

On-site? □ Yes  □ No
Is this fax secure?* □ Yes  □ No
*The fax machine must be located in a secure area where it can be used and monitored only by authorized personnel.

Sensitivity Level: MEDIUM

PART B: Technical Information

It is recommended that you consult your technical support person to complete the remainder of this form.

6. Space/Power: Uninterruptible Power Supply (UPS) (Mandatory)
   eHealth Ontario strongly recommends installation of a UPS of adequate size prior to eHealth Ontario circuit installation.

6a. Check (x) ONE ONLY
   ☑ Site currently has a UPS that can accommodate up to 2 eHealth Ontario router(s).
   ☑ Site will install a UPS of adequate capacity prior to eHealth Ontario circuit installation.

6b. Requirements for Router(s)
   • A 18" x 18" shelf that can support 50 pounds
   • Location for router(s) should be secure and away from regular working area (routers’ cooling fan is a bit noisy) and Ontario Telemedicine conferencing equipment.
   • Available power supply and ventilation

7. QoS Requirements (Mandatory) For OTN use Only.

7a. Please complete table below with the following information:

Please enable router port for OTN Videoconferencing according to the following requirements:

OTN Videoconferencing Port Request:
Indicate number of videoconferencing devices to be used at site:
Indicate number of videoconferencing sessions to be conducted concurrently:
Required QoS bandwidth per session:

832 kbps (If connection is routered, please multiply 832 times the number of videoconferencing sessions to be conducted concurrently.)

640 kbps (If connection is routerless, please multiply 640 times the number of videoconferencing sessions to be conducted concurrently.)

7b. If connection is routerless please provide:
   IP address range to be used:
   Subnet mask:

8. Comments

8a. Please enter any comments/questions/notes below. (Refer to the instructions for completing this form, for things you may wish to include.)
ARTICLE 1 BACKGROUND

1.1 Purpose. This Agreement sets out the terms and conditions under which eHealth Ontario will provide the Services to Client. Client agrees to be bound by these terms and conditions.

1.2 Representatives. "Representatives" means, in the case of eHealth Ontario or Client, any directors, officers, employees, agents, consultants or subcontractors, as well as the directors, officers, employees or agents of any subcontractor, of each such party.

ARTICLE 2 TERM AND TERMINATION

2.1 Term. This Agreement shall be effective as of the Effective Date and shall continue until terminated in accordance with the terms and conditions set out in this Agreement.

2.2 Material Breach. In the event of a breach of this Agreement, the non-breaching party may terminate this Agreement upon written notice to the other party provided that the non-defaulting party has given the breaching party prior written notice of the breach which describes the nature of the breach and the breaching party has failed to cure the breach within thirty (30) days of the prior written notice.

2.3 For Convenience. At any time more than six (6) months after the Effective Date, Client or eHealth Ontario may terminate this Agreement upon ninety (90) days written notice to the other party.

2.4 Change to Policies. "eHealth Ontario Policies" means eHealth Ontario's Acceptable Use Policy attached as Schedule One and eHealth Ontario's Security Policy attached as Schedule Two. Each is a "eHealth Ontario Policy". For a period of ten (10) Business Days following any date on which eHealth Ontario issues a notice of any change to the eHealth Ontario Policies to Client, if that change is unacceptable to Client, Client may terminate this Agreement upon thirty (30) days written notice to eHealth Ontario.

2.5 Survival. Those sections which by their nature should survive the termination or expiration of this Agreement, including but not limited to sections 2.5, 3.5(e), 3.5(f), 3.7 and 3.8 and Articles 5, 6, 7, and 9 will remain in full force and effect following the expiration or termination of this Agreement.

ARTICLE 3 SERVICES

3.1 (a) Services. Subject to the other provisions of this Agreement, eHealth Ontario agrees to provide to Client, a network circuit connected to eHealth Ontario's technology infrastructure and any related services described in the following provisions of this Article 3 (the "Services").

(b) Plain Language Descriptions. Client acknowledges receiving from eHealth Ontario the plain language descriptions of the Services, including a description of the safeguards pertaining to the Services, attached hereto as Schedule Three (the "Plain Language Descriptions"). eHealth Ontario may amend the Plain Language Descriptions from time to time. A current copy of the Plain Language Descriptions is available at the eHealth Ontario website (www.ehealth.ontario.ca).

3.2 Service Level Commitment. eHealth Ontario will use commercially reasonable efforts to provide the Services, but eHealth Ontario makes no service level commitments in this Agreement.

3.3 Authorization Letter. In order to perform certain activities related to the Services, eHealth Ontario or its subcontractors may require letter(s) of authorization from Client. If such a letter is required, eHealth Ontario shall be relieved of any obligation to provide the affected Services until Client provides that letter to eHealth Ontario or its subcontractor (as applicable).

3.4 End Users. Client shall cause any individual who is an employee, agent, consultant or other representative of Client and who is authorized by Client to use all or part of the Services that are intended for individual use (its "End Users") to comply with this Agreement and is responsible for the acts and omissions of its End Users as if such acts and omissions were the acts and omissions of Client.

3.5 Service Equipment. The provision of Services may include the provision of Service Equipment. "Service Equipment" means any equipment or software selected by and provided by eHealth Ontario (or any Representative of eHealth Ontario) to Client in conjunction with any Services including without limitation servers, routers, modems, cables, fiber optic cable, panels or switching equipment but not including any equipment that has been purchased by Client. With respect to any Service Equipment: (a) Provision. Client acknowledges that the provision of any item of Service Equipment is in eHealth Ontario's sole discretion.

(b) Access. Client shall ensure that eHealth Ontario or its Representatives may access any site where the circuit provided under this Agreement terminates ("Authorized Site") to deliver, install, maintain, inspect, disconnect or remove any Service Equipment located or to be located at such site.

(c) Service Equipment. Client will ensure that any Service Equipment is installed, used, stored and maintained in a manner and in an environment which conforms to the relevant manufacturer's specifications, any specifications provided by eHealth Ontario and this Agreement. Client will be responsible for the loss of and risk or damage to the Service Equipment, except where caused by the negligence or willful misconduct of eHealth Ontario.

(d) Modifications. eHealth Ontario in its sole discretion may replace or modify any item of Service Equipment, so long as doing so does not cause any material adverse impact on the Services in connection with which that item of Services Equipment was originally provided.

(e) Ownership. Service Equipment remains the property of eHealth Ontario or its suppliers, and Client shall not acquire any interest in, nor file or permit any liens or other encumbrances upon the Service Equipment.

(f) Return. Upon the termination of any Service in connection with which any Service Equipment was provided, Client is responsible for ensuring the return of the Service Equipment to a location in the Province of Ontario designated by eHealth Ontario.

(g) Equipment. Except for Service Equipment, Client is responsible for providing any equipment, software or services required by Client to access and use all or part of the Services.

3.6 Support. eHealth Ontario will provide Client with technical support and assistance relating to the Services through a help desk available by telephone. eHealth Ontario may change the applicable telephone numbers from time to time by the eHealth Ontario Policies and Client acknowledges that it will be able to verify or resolve all problems presented by Client to the help desk. Client acknowledges that eHealth Ontario is not responsible for resolving any problems with Client's own technology infrastructure.

3.7 Intellectual Property. No intellectual property rights are transferred by eHealth Ontario to Client by this Agreement. Client will not remove any confidentiality, copyright or other proprietary rights notices from any materials provided by eHealth Ontario or its Representatives.

3.8 IP Addresses. Client acknowledges that Client has no right, title or interest in or to any IP addresses assigned to Client by eHealth Ontario or its Representatives.

3.9 Additional Services. Any additional services related to the Services that are requested by Client and that eHealth Ontario in its sole discretion provides are deemed to be Services provided pursuant to the terms and conditions of this Agreement.

ARTICLE 4 SECURITY AND ACCEPTABLE USE

4.1 Compliance. Client acknowledges that it has read the eHealth Ontario Policies and agrees to comply with the eHealth Ontario Policies. Client will cause its End Users to read and to comply with the eHealth Ontario Policies. Any violation of any eHealth Ontario Policy or any laws by Client or by any End Users is a material breach of this Agreement by Client and shall cause eHealth Ontario to terminate Client's rights under this section, eHealth Ontario will respond in a manner proportional to the severity of the violation.

4.2 Revisions to eHealth Ontario Policies. eHealth Ontario may revise any of the eHealth Ontario Policies, from time to time, in its sole discretion, and Client agrees to abide by the eHealth Ontario Policies as amended from time to time. eHealth Ontario will give Client notice of any such changes to the eHealth Ontario Policies. IF CLIENT CONTINUES TO USE SERVICES, CONSTITUTES ACCEPTANCE OF SUCH CHANGES.

ARTICLE 5 PRIVACY AND CONFIDENTIALITY

5.1 Confidential Information. "Confidential Information" means all information and materials, which: (i) are designated in
writing, as confidential at the time of disclosure, or (ii) if disclosed orally or visually, are designated in writing, as confidential, within thirty (30) days of disclosure, or (ii) a reasonable person, having regard to the circumstances and the information, would regard as confidential.

5.2 "Personal Information" means any personal information including personal health information which is required to be protected pursuant to the Personal Health Information Protection Act, 2004 ("PHIPA") or the Freedom of Information and Protection of Privacy Act, 2002 ("FIPPA") (each as amended) from time to time, to any regulation or judicial decisions applicable in the Province of Ontario pertaining to the protection of personal information as are in effect at this time or may be in effect during the term of this Agreement ("Privacy Laws"). Personal Information is a subset of Confidential Information.

5.3 Confidential Information. Both parties recognize that much of the Confidential Information obtained by the Recipient during such time as it is being provided to the Recipient or implied simply by the disclosure of that Confidential Information.

5.4 Unless it is also Personal Information, Confidential Information does not include information which:

(a) is at or at any time becomes in the public domain other than by a breach of this Agreement or breach of any agreement between the Disclosing Party and a third party;

(b) is known to the Recipient (as substantiated by cogent and reliable written evidence in the Recipient’s possession) free of any restrictions at the time of disclosure;

(c) is independently developed by the Recipient through individuals who have not had either direct or indirect access to the Disclosing Party's Confidential Information; or

(d) is disclosed to the Recipient by a third party who had a right to make such disclosure.

5.5 As Is. ALL CONFIDENTIAL INFORMATION PROVIDED BY A DISCLOSING PARTY IS PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND.

5.6 Obligations. The Recipient will:

(a) use the Disclosing Party's Confidential Information only in accordance with this Agreement and only for the purpose of fulfilling its obligations and exercising its rights under this Agreement, and will not, use, manipulate or exploit the Disclosing Party's Confidential Information for any other purpose;

(b) use the same degree of care to protect the Disclosing Party's Confidential Information as the Recipient would protect its own confidential information of a like nature and in any event using a standard of care that is no less than a reasonable person of care;

(c) disclose the Disclosing Party's Confidential Information only to the Recipient's employees, subcontractors or agents who have a need to know and are bound by a written contract to keep the Confidential Information of third parties confidential at least to the same extent as set forth in this Agreement; and

(d) notify the Disclosing Party immediately upon becoming aware of any unauthorized use, access of or disclosure of the Disclosing Party's Confidential Information.

5.7 Termination. Upon the termination of this Agreement, the Recipient will: (i) return all Confidential Information disclosed to it by the Disclosing Party and all copies thereof, regardless of form; or (ii) securely destroy any such Confidential Information that cannot be returned. Notwithstanding the foregoing in this section 5.7.

(a) eHealth Ontario may retain any back-up tapes or disks produced in conjunction with the Services until such time as they are no longer required in accordance with eHealth Ontario's policies and procedures with respect to the retention of back-ups.

(b) Either party may retain any Confidential Information, from time to time, to the extent necessary to the other party that it require in writing pursuant to any applicable law in the Province of Ontario for so long as it is required to do so.

5.8 By Law. Neither party shall be liable for disclosure of Confidential Information if disclosure is required by the laws of the Province of Ontario, provided that the Recipient, to the extent permitted by law, notifies the Disclosing Party of any such requirement as soon as legally permissible, so that the Disclosing Party may seek a protective order or other relief.

5.9 Injunctions. The Recipient agrees that the unauthorized access, use or disclosure of the Disclosing Party's Confidential Information will cause irreparable injury to the Disclosing Party, and the Disclosing Party is entitled to seek injunctive and other equitable relief, as a matter of right.

5.10 FIPPA. Each party agrees to comply with all Privacy Laws to which it is subject. PHIPA applies to eHealth Ontario. For clariication, eHealth Ontario provides services in the capacity of a "health information network provider" under this Agreement. As a health information network provider, eHealth Ontario will comply with section 6(3) of Ontario Regulation 329/04, made under PHIPA as amended from time to time (the "PHIPA Regulation"). The obligations of the PHIPA Regulation are satisfied by the provisions of this Agreement.

6.1.1 Authorization. By Ontario Regulation 4202 (amended to Ontario Regulation 2405) (as amended from time to time), eHealth Ontario is authorized to collect Personal Information for purposes connected with the registration and authentication of its clients and as otherwise necessary for the administration of eHealth Ontario’s authorized activities.

5.12 Unauthorized Access or Disclosure. eHealth Ontario shall notify Client as the first reasonable opportunity if: (a) eHealth Ontario accessed, used, disclosed, or disposed of personal health information in contravention with PHIPA; or (b) an unauthorized person accessed personal health information. In the event that eHealth Ontario is obliged to notify the Client pursuant to this section, the Client shall provide notice to its customers with the following procedures: 1. (1) eHealth Ontario shall notify the Authorized Representative as soon as reasonably practicable; (2) The content of the notice will include: (a) the date and time of the unauthorized access, use, disclosure or disposal; (b) a description in reasonable detail of the personal health information subject to the unauthorized access, use, disclosure or disposal; (c) the circumstances surrounding the incident, including who accessed, used, disclosed, or disposed of the personal health information; and (d) the access taken, content of and to prevent similar unauthorized access, use, disclosure or disposal, and (e) eHealth Ontario shall, to the extent reasonably practical, and in a manner that is reasonably practical, keep and make available to the Client, on the written request of the Client, an electronic record of: (a) all accesses to all or part of the personal health information associated with Client being held in eHealth Ontario, which record shall identify the person who accessed the information and the date and time of the access; and (b) the access taken, content of and to prevent similar unauthorized access, use, disclosure or disposal.

6.1.2 In other circumstances, the Client shall immediately report to eHealth Ontario all security or privacy incidents of which they are aware involving the Services. When reporting any such incident, the Client will provide all information that it reasonably able to provide with respect to the incident. Further, the Client will provide reasonable assistance to eHealth Ontario, to investigate, verify and resolve the incident.

6.1.3 Security and Privacy Assessments. eHealth Ontario shall provide an annual assessment of the Services done by or at the direction of eHealth Ontario with respect to: (a) threats, vulnerabilities and risk to the security of Personal Information; and (b) how the Services affect the privacy of individuals who are the subject of that information. eHealth Ontario shall provide a copy of the testing summary within a reasonable period of time after the summary is completed by eHealth Ontario. Such reports shall set out the scope, limitations, and associated risks of the assessments. Client is requested by eHealth Ontario to make an assessment any privacy and security risks associated with the use of the Services.

6.1.4 Security in accordance. With respect to requests for access to information under FIPPA.

(a) Client acknowledges that all records that are in the custody or under the control of eHealth Ontario and that the Access or addresses to which is not in eHealth Ontario's possession cannot guarantee that the confidentiality of any such records will be preserved if provided for access to.

(b) (i) To the extent permitted under FIPPA, eHealth Ontario shall inform Client of any request made of eHealth Ontario under FIPPA for any records related

Schedule A


Sensitivity Level: MEDIUM

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to this Agreement that may reveal a trade secret or scientific, technical, commercial, financial or labour relations information supplied in confidence by Client to eHealth Ontario so that Client may make representations to eHealth Ontario with respect to the proposed disclosure.

ARTICLE 6 PRICING, PAYMENT, AND COST ALLOCATION

6.1 eHealth Ontario, eHealth Ontario will bear the cost of delivering the Services.

6.2 Client. Client will bear the cost and responsibility of engaging and using the Services, including but not limited to acquiring, installing and maintaining any equipment (other than Service Equipment) and telecommunications facilities required by Client to obtain the Services and interconnect with eHealth Ontario's technology infrastructure.

ARTICLE 7 WARRANTIES AND LIMITATION OF LIABILITY

7.1 eHealth Ontario will provide the Services in a professional and workman-like manner.

7.2 Disclaimer. Client acknowledges that the Services may not always be available, and with the exception of any express warranties contained in this Agreement, eHealth Ontario expressly disclaims any other representations, warranties, or conditions with respect to the Services or otherwise arising from this Agreement whether express or implied, past or present, statutory or otherwise, including without limitation, any implied warranties or conditions of merchantability or fitness for a particular purpose and any warranty that the Services will be uninterrupted, secure or error free.

7.3 Limit. In no event shall the total cumulative liability of eHealth Ontario (including its representatives and suppliers) to Client, its end users or its patients, for any claims arising out of or relating to this Agreement, exceed an amount equal to the service fees paid or to be paid by eHealth Ontario to its supplier(s) for the affected circuit(s) during the six (6) month period preceding the date of the first claim made by Client.

7.4 Indirect Damages. eHealth Ontario (including its representatives) shall not be liable to Client, its end users or its patients in any way whatsoever, for any indirect, punitive, incidental, special or consequential damages, including but not limited to, loss of data, revenue or profit resulting from or arising in connection with this Agreement or the provision or use of the Services or the provision or use of any service equipment. This limitation shall apply whether or not such damages are foreseeable, or whether the defaulting party has been advised of the possibility of such damages.

7.5 Exclusions. The limitations of liability set out in this Article 7 do not apply to any claim arising from wilful misconduct.

Schedule A

OF eHealth Ontario or Client. Otherwise, the foregoing provisions limiting the liability shall apply regardless of the form or cause of action, whether in contract or tort (including negligence), or a breach of a fundamental term or condition or a failure of essential purpose.

ARTICLE 8 MISCELLANEOUS

8.1 Governing Law. This Agreement will be governed by the laws of the Province of Ontario and the laws of Canada applicable therein, without reference to the conflict of laws provisions. The parties consent to the jurisdiction of the courts of Ontario.

8.2 Force Majeure. Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control that could not have been avoided by the exercise of reasonable foresight provided that such party gives the other party prompt notice of such cause, and uses its reasonable commercial efforts to promptly correct such failure or delay in performance. If eHealth Ontario is unable to provide Services for a period of thirty (30) consecutive days as a result of a continuing force majeure event, either party may terminate this Agreement upon written notice to the other party without any further liability or obligation of either party hereunder.

8.3 Notice. Notices sent to eHealth Ontario shall be sent to eHealth Ontario's head office and to the attention of the Vice President of Client Services. Notices sent to Client will be sent to the Authorized Site to the attention of the Primary Contact identified on the order form at the start of this Agreement.

8.4 Entire Agreement. The Agreement constitutes the complete agreement between eHealth Ontario and Client with respect to the subject matter hereof and supersedes all prior or contemporaneous discussions and agreements regarding such subject matter.

8.5 No waiver of any part of this Agreement will be deemed to be a waiver of any other provision. No term of this Agreement will be deemed to be waived by reason of any previous failure to enforce it. No term of this Agreement may be waived except in a writing signed by the party waiving enforcement.

8.6 Assignment. Client may not assign this Agreement, either in whole or in part, without the prior written consent of eHealth Ontario which will not be unreasonably withheld.
SCHEDULE A

SCHEDULE ONE - ACCEPTABLE USE POLICY

1. SUMMARY. This policy establishes the acceptable use requirements for eHealth Ontario ("eHealth Ontario") products, services, and the technology infrastructure used by eHealth Ontario to provide them. eHealth Ontario may revise this policy from time to time in its sole discretion. Revised versions of this policy will be posted at www.ehealth.on.ca and notice of the revision will be given to you in accordance with the agreement pursuant to which eHealth Ontario provides products or services to you.

2. Scope and Application. This policy applies to all users. Any person who accesses or uses the technology infrastructure or uses a product or service provided by eHealth Ontario is a "user." A "person" includes any individual, person, estate, trust, firm, partnership or corporation, government or any agency or ministry of any government, and includes any successor to any of the foregoing.

3. Accountability. Each client organization is responsible for any access or use of the technology infrastructure or any product or service provided by eHealth Ontario made by any user who is an individual and who obtained his or her user ID and password to access the technology infrastructure and any product or service provided by eHealth Ontario from that client organization or at the direction of that client organization.

4. Acceptable Use. Users are permitted to use eHealth Ontario's products, services and technology infrastructure for health care-related business activities. Unacceptable use relates to any illegal use or any inappropriate use as defined in this policy. Users must not use the products, services or technology infrastructure in any manner that constitutes an unacceptable use.

5. Inappropriate and Illegal Use.

5.1 Illegal use is the collection, transmission, storage or exchange of any material in violation of any applicable law or regulation. Illegal use includes but is not limited to:
(a) defacing other persons (e.g., spreading false allegations or rumors about others);
(b) unlawfully accessing, destroying, encrypting or altering information;
(c) making, possessing or distributing computer programs that are designed to assist in obtaining unlawful access to computer systems unless authorized by eHealth Ontario;
(d) willfully promoting hatred against any identifiable group or individual by communicating such statements outside of private conversations;
(e) harassing other persons electronically (e.g., making threats to a person's safety or property);
(f) possessing, viewing, downloading, transmitting, or storing any child pornography or any involvement whatsoever with the traffic of such material;
(g) using another user's password, secure token, digital certificates, or any other identifier to engage in any illegal activity; and
(h) breaching copyright, trade secret, or other intellectual property rights (e.g., breaching software licenses, pirating recorded music or movies or stealing trade secrets).

5.2 Inappropriate use includes, but is not limited to, any of the following behaviours or any other behaviour that may jeopardize eHealth Ontario's products, services, technology infrastructure or ability to operate or expose eHealth Ontario to civil liability:
(a) willfully bypassing or subverting eHealth Ontario physical, logical or procedural safeguards such as firewalls, web-filtering software or other access controls;
(b) vandalism, which is defined as any malicious attempt to harm or destroy the information of another user, the Internet or other networks;
(c) harassment, including but not limited to persistent non-work related contact with another user when such contact is unwelcome or creating a poisoned work environment by accessing, displaying, storing, downloading or transmitting any content which is offensive;
(d) the sending of unwanted e-mail or unsolicited commercial or advertising material to any other person;
(e) deliberate unauthorized access to information, facilities or services accessible through the eHealth Ontario infrastructure;
(f) unauthorized use, destruction, encryption, alteration or disclosure of personal information, business trade secrets, or sensitive eHealth Ontario information;
(g) sending anonymous messages or impersonating any other person;
(h) selling, sharing or otherwise redistributing eHealth Ontario products or services without written authorization from eHealth Ontario; or
(i) electronic gambling over the Internet.

6. Security. Users must ensure that passwords, secure tokens, digital certificates and any other identifiers used by the user to directly or indirectly gain access to the products, services or technology infrastructure are safeguarded.

7. Breaches of This Policy.

7.1 Users and client organizations must report all breaches of this policy of which they are aware to eHealth Ontario. Users must do so through the help desk from which they receive technical support, and client organizations must contact eHealth Ontario directly.

7.2 eHealth Ontario reserves the right to investigate suspected breaches of this policy, and users and client organizations will cooperate when asked to assist in such investigation.

7.3 eHealth Ontario may, in its sole discretion, suspend or revoke a user's access to eHealth Ontario products, services, or technology infrastructure should such user breach this policy.

7.4 Client Ontario or the management of breaches of this policy. This responsibility includes, but is not limited to, assisting with the development and distribution of communications regarding breaches or incidents.

7.5 Breaches of this policy may result in criminal prosecution or civil liability.

7.6 Although eHealth Ontario is not obligated to monitor content and assumes no responsibility for any information or material that is transmitted by users of the products, services, technology infrastructure or Internet, eHealth Ontario reserves the right, subject to all applicable laws relating to the protection of personal information, to investigate content posted to, transmitted over eHealth Ontario's technology infrastructure and may block access to, refuse to post, or remove any Information or material that it deems to be in breach of this policy.

7.7 eHealth Ontario may report breaches of this policy committed by a user to the client organization responsible for that user's actions.

7.8 eHealth Ontario assumes no liability for enforcing or not enforcing this policy, and any failure by eHealth Ontario to enforce any part of this policy shall not constitute waiver by eHealth Ontario of any right to do so at any time.

7.9 If any provision of this policy is found to be invalid or unenforceable, then that provision will be severed to the extent permissible, and all other provisions will remain in full force and effect.
SCHEDULE TWO - SECURITY POLICY

1. **Additional Definitions.** In addition to those definitions set out elsewhere in this Agreement, the following definitions apply to this Schedule:
   
   (a) "Client Equipment" means any equipment or software in the possession or control of Client that Client uses in conjunction with the Services that is not Service Equipment.
   
   (b) "Client Network" means any network(s) operated or controlled by Client up to the demarcation point where such network(s) interconnect with eHealth Ontario’s technology infrastructure.
   
   (c) "ONE Network Remote" means the remote virtual private network.
   
   (d) "ONE Network" means the managed private network operated by eHealth Ontario.

2. **eHealth Ontario Safeguards.** eHealth Ontario has designed and implemented the ONE Network as a secure private network to be used by health care professionals when communicating with each other. For further information on the types of safeguards that eHealth Ontario uses, please contact eHealth Ontario.

3. **Client Data.** Client is responsible for any materials that Client transmits over the ONE Network and determining whether such materials can appropriately be transmitted over the ONE Network without encryption or other safeguards (given the nature and sensitivity of the materials being transmitted). If Client determines that any safeguard is required when transmitting such materials, Client will implement such safeguard. As well, Client is responsible for verifying the accuracy of any data that it receives over the ONE Network.

4. **Equipment.** Client is responsible for the security of the Service Equipment and Client’s own tangible assets, including but not limited to Client Equipment, premises and utilities. This obligation includes maintenance of an inventory of Client’s assets forming part of the Client Network, identification of possible risks and implementing administrative, physical and technical means to secure such assets.

5. **Safeguards.** Client is responsible for managing the security of Client Equipment to reasonably limit the risk that Client Equipment will be accessed and used to attack the eHealth Ontario ONE Network or systems connected to it. This obligation includes but is not limited to establishing security policies and implementing appropriate physical, procedural and technical controls to prevent, detect and respond to security violations.

6. **No Changes.** Client will not connect to, modify, reconfigure, or alter the Service Equipment in any manner without the prior written approval of eHealth Ontario.

7. **Infrastructure and Environment.** Client will provide the infrastructure and environment necessary for the safe operation of the Service Equipment such as locating the Service Equipment in a dry, clean, well-ventilated, and temperature controlled location and providing an appropriate uninterrupted power supply. All Service Equipment must be placed on a rack or appropriately mounted to provide ample working space in and around it.

8. **Compatibility.** From time to time, eHealth Ontario may provide to Client certain guidelines with respect to Client Equipment. Client acknowledges that it may not be able to receive and use the Services (because of compatibility issues) should its Client Equipment not conform to such guidelines.

9. **Client Network Security.** Client is responsible for the security and operation of Client Network, and Client will use organizational, administrative, physical and technical means to limit physical and virtual access to any computer terminal or other device interconnected with the ONE Network. Client will:
   
   (a) Implement and regularly update reasonable anti-virus and anti-spam software on the Client Network;
   
   (b) Regularly monitor the Client Network for security breaches;
   
   (c) Implement such controls as are reasonably necessary to prevent security breaches relating to the Client Network and, in any event, use commercially reasonable efforts to minimize the impact of any security breaches on the Client Network; and
   
   (d) Regularly monitor the Client Network and applications used on the Client Network as a part of the ONE Network, with good network administration practices.

10. **Access Control.** Client will use organizational, administrative, physical and technical means to protect any user identifications, passwords, access procedures, and other authentication credentials assigned to Client or Client’s End Users that enable them to connect to the ONE Network or obtain services over the ONE Network.

11. **Passwords.** Should Client determine that a password or any other user authentication credential has been or may have been compromised, Client’s Primary Contact (as set out in the order form at the start of this Agreement) will report that incident or concern to the help desk from which Client receives technical support.

12. **Program.** Client will establish its own security program that includes an incident response approach and risk management process. At a minimum, Client will, and shall cause its End Users to, immediately report any actual or potential security incidents affecting the ONE Network or any network connected to the ONE Network of which they are aware to Client’s Primary Contact who will immediately report them to the help desk from which Client receives technical support. When reporting any such incident, Client will provide all information that it is reasonably able to provide with respect to that security incident and reasonably assist to enable eHealth Ontario to verify and resolve such security incident. eHealth Ontario will use commercially reasonable efforts to resolve such security incident.

13. **Third-Party Networks.** Client is responsible for:
   
   (i) putting in place safeguards (such as security gateways and firewalls) to prevent any network traffic originating in a third party network from being routed through the Client Network directly to the ONE Network; and
   
   (ii) maintaining appropriate configuration and security controls over the ONE Network to reasonably ensure that no person who has accessed the Client Network from a third party network may use any computing device forming part of the Client Network to gain unauthorized access to the ONE Network. If eHealth Ontario acting reasonably (after having given Client an opportunity to improve its security safeguards) determines that Client is unable to secure the Client Network as described in this section 13, Client agrees to relinquish such connections between the Client Network and any network other than the ONE Network that are needed to secure the Client Network in such a manner.

14. **Remote Access.** Client will not connect remotely (other than from Authorized Site) to eHealth Ontario’s technology infrastructure other than through the ONE Network Remote or other technological means approved by eHealth Ontario. Client will, and shall cause its End Users to, not modify or change any configurations or topologies of any ONE Network Remote or means of remote access approved by eHealth Ontario other than with the prior written approval of eHealth Ontario. Client’s Primary Contact is responsible for managing which End Users are allowed access to eHealth Ontario’s technology infrastructure remotely.

15. **IP Forwarding.** Client will not enable IP forwarding on any server or workstation deployed within the Client Network.

16. **DNS or DHCP.** Client will not run alternative domain name service ("DNS") or dynamic host control protocol ("DHCP") in connection with any circuits forming part of the ONE Network.

17. **Additional Firewall.** eHealth Ontario does not recommend that Client deploy any firewall between any small office firewall appliance provided by eHealth Ontario (if applicable) and Client Network. However, should Client wish to provide its own additional firewall service, Client will:
   
   (a) be responsible for creating and administering its own remote virtual private network solution;
   
   (b) be responsible for managing its own local area network address space including the potential use of a DHCP service and use of DNS;
   
   (c) be responsible for ensuring that its additional firewall service performs network address translation (NAT) and static inspection; and
   
   (d) not enable IP forwarding on any server or workstation deployed within the Client Network.

18. **Tools.** Client will not run network counters, vulnerability assessment, hacking tools, or configuration attack against any Service Equipment or any network circuits provided pursuant to this Agreement.

19. **Client Contact.** Client’s Primary Contact is responsible for coordinating all matters relating to End User access (including password changes and the addition, modification or removal of End Users with eHealth Ontario) and shall be the sole representative of Client who is authorized to communicate any related requests to eHealth Ontario.

20. **Compliance.** Upon the request of eHealth Ontario and on a pro-rata basis, Client will provide to eHealth Ontario evidence of its compliance with all or part of this Security Policy.
SCHEDULE THREE – PLAIN LANGUAGE DESCRIPTIONS

1. Network Services. ONE Network allows health care providers to confidently share information over a high-speed network built for health care. When eHealth Ontario provides Network Services to Client, eHealth Ontario is providing one or more telecommunications circuits to Client which will result in one or more networks under the control of Client being interconnected with eHealth Ontario’s technology infrastructure. A circuit may be based on any one of a number of technologies such as a digital subscriber line, cable or satellite. Where circumstances warrant, fibre optic connectivity may also be used.

2. Security and Privacy Safeguards.

2.1 All eHealth Ontario Products and Services. eHealth Ontario’s security program is based on two standards from the International Organization for Standardization (ISO), as recommended by the Government of Canada:
- ISO/IEC 17799:2005, - Code of Practice for Information Security Management, and

and is in compliance with the Personal Health Information Protection Act and the Freedom of Information and Protection of Privacy Act. Security of information and protection of privacy within, and by use of, eHealth Ontario’s products and services is achieved by collaboration of all parties who are partners in providing or using these services. For its part, eHealth Ontario has implemented the following safeguards:

(i) Administrative Safeguards
- eHealth Ontario regularly reviews and enhances its security policies and is in the process of developing supporting governance documentation. (e.g. Information Security Operating Directives) Staff and contractors read the relevant policies and sign that they have read and understood them.
- eHealth Ontario has mandatory security staff awareness and training programs.
- eHealth Ontario Staff and contractors generally have no ability or permission to access personal health information. If access to personal health information is required in the course of providing eHealth Ontario services, individuals are prohibited from using or disclosing such information.
- All staff and contractors must sign confidentiality agreements and undergo criminal background checks prior to joining eHealth Ontario. eHealth Ontario has a security screening policy that requires staff to have an appropriate level of clearance for the sensitivity of the information they may access.
- Client obligations, for their part in maintaining security, are detailed in individual contracts and Service Level Agreements (SLAs).
- eHealth Ontario ensures, through formal contracts/SLAs, that any third party it retains to assist in providing services to health information custodians will comply with the restrictions and conditions necessary for eHealth Ontario to fulfill its legal responsibilities.
- eHealth Ontario staff, consultants, suppliers and clients must promptly report any security breaches to eHealth Ontario for investigation.
- Security risk assessments are conducted as part of both product/service development and client deployments. Mitigation activities are well established and tracked as part of each assessment.
- eHealth Ontario provides a written copy of the results of a security risk assessment to the affected health information custodians.
- eHealth Ontario has established a formal risk management program, including an enterprise risk management policy and guidelines.
- eHealth Ontario conducts regular independent vulnerability assessments of technical configurations and operational security practices.

(ii) Technology Safeguards
- For access to sensitive systems, strong passwords, secure tokens, and other authenticators are required.
- Administrative access to all IT equipment is controlled via strong, two-factor authentication, and is recorded.
- eHealth Ontario monitors and manages network traffic using security mechanisms such as routers, switches, network firewalls, intrusion detection systems, and anti-virus programs.
- eHealth Ontario encrypts all data stored on staff computers.

(iii) Physical Safeguards
- The eHealth Ontario datacentres are purpose-built facilities, physically secured against unauthorized access, and are staffed and monitored continuously by security personnel.
- Datacentre physical security controls have been validated by an independent third party in accordance with federal government standards.
- eHealth Ontario requires escorted access at all times for third party vendors and maintenance personnel who require access to the datacentre.

2.2 ONE Network Safeguards. In addition to the generic safeguards which apply to all eHealth Ontario products and services, the following security safeguards are in place for ONE Network:

(i) Core Network Safeguards
- ONE Network Enterprise is segregated from the Internet, and is protected by a defence-in-depth approach against threats originating from external networks.
- Clients are expected to take appropriate measures to segregate their own internal network(s) from untrusted networks.
- ONE Network Enterprise equipment is deployed for exclusive use by eHealth Ontario to provide the ONE Network services, and is operated in accordance with eHealth Ontario practices and policies.
- ONE Network Enterprise is implemented province-wide via dedicated optical fibre links, where possible, providing a high level of protection against interception or modification of network traffic. Where fibre is not available, eHealth Ontario makes use of carrier networks and employs IPSec tunnels.
- All Clients sign agreements that they will ensure ONE Network Enterprise equipment on their premises will be located in physically secure environments that will be controlled and monitored.
- eHealth Ontario is developing and implementing network monitoring capabilities and a full enterprise security and privacy incident management program.
- All changes to the network are controlled by eHealth Ontario and subjected to formal eHealth Ontario change management practices.
- Administrative personnel have no access to the e-Health data flowing through the ONE network.

Schedule A

SCHEDULE A

<table>
<thead>
<tr>
<th>ONE Network Access Safeguards</th>
</tr>
</thead>
<tbody>
<tr>
<td>Because ONE Network Access is provisioned via 3rd-party network service providers, eHealth Ontario does not have the same degree of control over these networks as it does for the core network. To maintain the security of e-Health communications flowing through the access networks, eHealth Ontario implements additional security safeguards:</td>
</tr>
<tr>
<td>All communications to and from eHealth Ontario-hosted e-Health applications are automatically encrypted when traversing the access networks.</td>
</tr>
<tr>
<td>Every network point of access has controls for protecting the network from security threats, whether malicious or unintentional.</td>
</tr>
<tr>
<td>eHealth Ontario optionally provides clients with a secure means of accessing their office network from a remote location (via the ONE Network Remote service).</td>
</tr>
<tr>
<td>eHealth Ontario optionally provides encrypted private communications between client sites (e.g. for geographically separated offices belonging to the same organization).</td>
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</tbody>
</table>

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OTN MEMBERSHIP AGREEMENT

THIS AGREEMENT made as of the 1st day of May 2011 (the “Effective Date”), between Ontario Telemedicine Network (“OTN”), a corporation incorporated under the laws of Ontario, of 105 Meatfield Drive Suite 1100, Toronto ON M3B 0A2 and The Corporation of the City of London (Dearness Home) of 710 Southdale Road East London ON N6E 1R8 (the “Member”).

In consideration of the mutual covenants contained herein and the receipt of other good and valuable consideration, which the Parties acknowledge, this Agreement provides as follows:

ARTICLE 1 - INTERPRETATION

1. Definitions - In this Agreement, the following terms shall have the meanings set out below:

“Agreement” means this agreement, including all attached schedules and appendices and all documents specifically referred to herein as forming part hereof and available at www.otn.ca, as the same may be supplemented, amended, restated or replaced from time to time;

“Business Day” means any day other than Saturday, Sunday or any statutory or civic holiday observed in Toronto, Ontario;

“eHO” means eHealth Ontario, an agency of the Provincial Crown or any successor thereto;

“HIC” means a Health Information Custodian as set out under PHIPA;

“including” means “including without limitation” and the term “including” shall not be construed to limit any general statement which it follows to the specific or similar items or matters immediately following it;

“Live Site Notice” means an email that is created and issued by OTN advising that the Videoconferencing Network and is available to participate in telemedicine activity for which the Member has been trained and authorized to carry out;

“Member” has the meaning set out above;

“Ministry” means the Ministry of Health and Long-Term Care (Ontario) or any successor Ministry having responsibilities for OHIP;

“Network Equipment” means data communications hardware and networking equipment, including routers and switches, access to which is provided by OTN to the Member pursuant to this agreement;

“normal business hours” means the hours between 8:30 a.m. and 5:00 p.m. on a Business Day;

“OTN” means Ontario Telemedicine Network;

“OTN’s RMSS” means OTN’s Referral Management and Scheduling Service, accessible through a toll-free telephone number;

“OHIP” means the Ontario Health Insurance Plan;

“Party” means OTN or the Member; “Parties” means both of them;

“PHI” means personal health information;

“PHIPA” means the Personal Health Information Protection Act, 2004, S.O. 2004, c. 4, Sched. A and the regulations thereunder;

“Services” means the various services offered from time to time by OTN to the Member hereunder primarily to permit the
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Member to render Telemedicine Services and includes the services more specifically described under Section 2.1 including the technical services set out under the TSLA;

"Standard Equipment and Systems" means the equipment and systems supported by OTN from time to time, as set out under the TSLA;

"Telemedicine Coordinator" means the person designated by the Member pursuant to Section 3.2(a);

"Telemedicine Services" means the use of videoconferencing and other information and communication technology to connect health care providers and patients in ways that enable them to overcome the barriers created by time and distance;

"Third Party" means any individual, organization or entity that is not directly associated with a Member of OTN and that the Member permits to access and use the Videoconferencing Network;

"TSLA" means the technical service level agreement posted at www.otn.ca which forms a part of this Agreement and which outlines the technical services available to the Member and delineates the mutual roles, responsibilities, performance targets and constraints associated with the provision of these technical services by OTN to the Member;

"User" or "Users" means (a) an individual, organization or entity affiliated with the Member (including, without limitation, employees, volunteers, students, agents or independent contractors of the Member) that the Member permits to access and use the Videoconferencing Network, or (b) a Third Party, as applicable;

"Videoconferencing Equipment" means all hardware and, as applicable, software (including videoconferencing platforms, codecs, medical devices, but excluding all Network Equipment) that facilitates the ability of the Member to use the Videoconferencing Network for the provision of Telemedicine Services.

"Videoconferencing Network" means the point-to-point and multi-point electronic technologies operated by OTN that enable the Member to provide the Telemedicine Services through videoconferencing and which may also be used by the Member for administrative, educational or other clinical purposes.

1.2 Heads - The division of this Agreement into articles, sections and schedules and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. All uses of the words "hereof", "herein", "hereby", and "hereunder" and similar expressions refer to this Agreement and not to any particular section or portion of it. References to an Article, Section or Schedule refer to the applicable article, section or schedule of this Agreement.

1.3 Number and Gender; Extended Meanings
Unless otherwise specified, words importing the singular include the plural and vice versa and words importing gender include all genders.

1.4 Schedules - The Parties acknowledge that the schedules attached hereto and the documents specifically referred to as forming part of this Agreement and form an integral part of this Agreement and agree to be bound thereby.

1.5 Inconsistencies - In the event of a conflict between:
(a) the main body of this Agreement and the Schedules, the Schedules will prevail; and
(b) the TSLA and this Agreement, this Agreement shall prevail.

ARTICLE 2 - OTN OBLIGATIONS

2.1 Services - OTN will make all reasonable efforts to provide the Member with the following services:

a) new site set up and technology deployment;
b) technical support provided through a toll-free help desk;
c) account management support including: Telemedicine Services adoption support, regional leadership and program development;
d) Telemedicine Services training;
e) referral management and scheduling of services through OTN’s RMSS;
f) warranty management;
g) web-streaming;
h) gateway services (which provide access to videoconferencing sites across North America); and
i) technical support services such as bridging and network services as detailed in the TSLA.

2.2 Broadband Network Management – In the event that the Member does not have appropriate broadband connectivity, OTN shall, at the request of the Member, act as an agent of the Member to specify and order an appropriate network connection from eHO. In the event that an eHO circuit is not made available to the Member, the Member shall provide the appropriate broadband IP connectivity and shall make all reasonable efforts to ensure that such IP broadband connectivity is compatible with Standard Equipment and Systems.

2.3 Network and Videoconferencing Equipment

a) Network Equipment
OTN shall loan the Member the necessary Network Equipment for new or modified appropriate. Such equipment will be selected, configured and installed by or on behalf of OTN in its sole discretion; provided that where the Member employs technical staff OTN will, where possible, appropriate. The Network Equipment will be owned, operated and maintained by be returned by the Member to OTN, upon the termination of this Agreement in the save and except for reasonable wear and tear. During normal business hours, the on-site and remote access to all Network Equipment on the Member’s premises as time to time. OTN shall make all reasonable efforts to provide the Member with such equipment.

b) Videoconferencing Equipment
The Member shall provide OTN with remote access and, during normal business hours, on-site access to all Videoconferencing Equipment on the OTN Network, as may be required by OTN to make all reasonable efforts to provide the Member with advance notice prior to accessing such equipment.

c) At the discretion of OTN, Videoconferencing Equipment may be (i) granted or loaned on conditions, obligations and requirements set out in, as applicable, the equipment as (ii) purchased directly by the Member and with each of the applicable agreements; or (iii) purchased directly by the Member and used by the Member pursuant to the Member’s privacy.

d) An equipment (the “Purchased Equipment”).

2.4 Physician and Dental Surgeon Billing

In respect of Telemedicine Services that the Member’s physicians provide to patients over the Videoconferencing Network,

(a) prior to using the Telemedicine Services, each physician must be properly registered with OHIP by completing the required documentation with OTN which will be forwarded by OTN to OHIP for its records;

(b) upon OTN forwarding such documentation, each physician’s billing and payment arrangements with respect to the Telemedicine Services will be carried on between the physician and OHIP directly, which will include the requirement that each physician submit bills regarding the Telemedicine Services directly to OHIP.
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ARTICLE 3 – MEMBER OBLIGATIONS

3.1 Membership and One-Time Set-up Fees
In consideration for the OTN obligations hereunder, the Member shall pay OTN the applicable fees, if any, as set out in Schedule “A”.

3.2 Ongoing Member Obligations – The Member agrees to comply with and discharge the following requirements and obligations throughout the term of this Agreement, and agrees that the provision of the Services by OTN and access to and use of the Videoconferencing Network by the Member are subject to such compliance and discharge:

a) designating an individual as the Telemedicine Coordinator who shall: act as the primary OTN contact person; dedicate time to this role as set out in Schedule A, where specified; and, meet all of the responsibilities set out herein;
b) assigning an administrative and technical contact to interact with OTN in the event that the Telemedicine Coordinator is not responsible for overseeing administrative matters in addition to technical matters related to the Videoconferencing Network;
c) participating in technical, telemedicine process and/or clinical training initiatives that OTN deems essential to maintain the integrity of the Videoconferencing Network and to ensure that the Member and Users operate the Videoconferencing Equipment over the Videoconferencing Network according to best practices;
d) participating in one or more site readiness assessments to enable OTN to review various processes and ensure that the staffing, training, connectivity and room space for providing Telemedicine Services is appropriate;
e) ensure that the Videoconferencing Network and the Services are only used for the purpose of rendering Telemedicine Services and for other health related, clinical, administrative and educational purposes unless mutually agreed upon in writing with OTN;
f) scheduling all non-emergency uses of the Videoconferencing Network solely and exclusively through OTN’s RMSS or through OTN’s scheduling portal or through another mutually agreed scheduling process;
g) assuming sole and exclusive responsibility:

i) for any applicable costs related to videoconferencing calls made by the Member and/or Users through OTN’s ISDN gateway or OTN’s Internet Protocol gateway to connect to sites outside OTN’s Internet Protocol network; and
ii) for any fees charged by persons or entities that are not members of OTN, that the Member and/or Users connect to through OTN’s ISDN gateway or OTN’s Internet Protocol gateway;
h) maintaining all of its records in respect of its utilization of Telemedicine Services for the maximum period of time required by all applicable law and ensuring maintenance of such records by Users and submitting the Member’s and User’s records to OTN, if so requested, for the purpose of conducting utilization studies and developing mutually agreed utilization targets.

i) with respect to “Purchased Equipment”, maintaining, at the cost of the purchasing Member, up-to-date warranty coverage on Purchased Equipment, as well as warranties on parts and software on such equipment, all in accordance with the TSLA;

j) complying with the technical service standards guidelines, obligations, processes and policies as set out in this Agreement and under the TSLA and ensuring such compliance by Users;
k) confirming that it has, on the date hereof, printed a copy of the TSLA and has ensured and shall ensure that each of its Users are and shall be appropriately appraised of any provisions of the TSLA that apply to their usage of the Network before accessing the Network. For greater certainty, the Member agrees to be bound by all supplements or amendments to the TSLA provided that the Member is provided with a copy of any such supplements or amendments or notified of the website where such supplements or amendments are available 60 days or more before the Member is bound to comply with them; and

l) without limitation, determining the extent to which a health professional is required to attend a Telemedicine encounter where clinical activity is taking place and the patient is attending the site.

3.3 Member Acknowledgements and Agreements - The Member acknowledges, understands and agrees that:

a) in the event that the Member wishes to receive the Services and access the Videoconferencing Network at more than one of its sites, the Member shall ensure that each such site is certified by OTN as having met all relevant OTN criteria and passed OTN standard testing, in addition to paying any fees as may be applicable and determined by OTN for each additional site in accordance with Schedule A;
b) in the event that the Member (i) utilizes non-Standard Equipment and Systems or (ii) connects Standard Equipment and Systems other than as authorized or advised by OTN, (ii) does not enable OTN to monitor the Videoconferencing Equipment and related Network Equipment or (iii) does not provide network access to the Videoconferencing Equipment and related Network Equipment, then the Member will be assigned a
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technical service level that will entitle it to less than the full range of Services that would otherwise be available to it. For greater certainty, to the extent that the Member is not entitled to the full range of Services, the Member will be responsible for providing its own support as may be required by the Member from time to time;

c) the availability, capability and use of the Videoconferencing Network by the Member is subject to the availability, capacity and capabilities of the electronic network made available to the Member, applicable, and OTN disclaims all responsibility for such third party networks;

d) where the Member directly acquires one or more videoconferencing units, peripheral equipment and such other Videoconferencing Equipment as required by the Member is responsible for ensuring that such equipment is compatible with OTN’s Standard Equipment and Systems;

e) Videoconferencing Equipment and systems once categorized as Standard Equipment and Systems which cease to be obsolete by OTN, may, in the sole discretion of OTN, no longer be supported by OTN hereunder or receive the benefit of the Services.

ARTICLE 4 - JOINT RESPONSIBILITIES

4.1 Promotion of Telemedicine - The Member agrees to reasonably promote and support the role of telemedicine in clinical, administrative and educational activities in its organization and, where applicable, in its community and to collaborate with OTN in its efforts related thereto.

4.2 Telemedicine Signage - Upon OTN’s request, the Member shall post such signage as OTN may reasonably request and provide and shall ensure that such signage is visible to each User and/or patient who receives Telemedicine Services.

4.3 Network and Studio Rental and Revenue-Sharing

a) At the Member’s discretion, the Videoconferencing Network may from time to time be made available for Third Party use provided that this activity does not interfere with the core mandate of the Videoconferencing Network, i.e., the delivery of Telemedicine Services, health professional education and administrative functions. For greater certainty, commercial exploitation of other than as described in b) below, or the allocation of to a Third Party to a substantial amount of usage of the Videoconferencing Network or the Videoconferencing Equipment, is deemed to so interfere with such core mandate and is therefore prohibited.

b) In the event the Member agrees to Third Party requests for use of the Videoconferencing Network, including its ISDN gateway, Internet Protocol gateway, point to point or bridging services, the Member shall refer such Third Party to OTN’s RMSS. OTN shall invoice the Third Party for use of the Videoconferencing Network, using its standard rental rates. The fees collected from such rentals shall be shared with the Member and other OTN members involved in the event as follows:

i) OTN will retain the scheduling, network connectivity and bridging component of the fee charged for such event; and

ii) OTN shall distribute the studio rental fee charged for such event to the Member and, to the extent applicable, such other OTN members involved in the event.

c) As well, if required, OTN shall invoice Third Party users for the Member’s on-site technical support where required and reimburse the Member for such amounts as per OTN’s policies and procedures then in effect.

4.4 Policies and Best Practices

a) The Member acknowledges that OTN has developed and made available to it and that it will continue to develop and make available to it policies to be adhered to by the Member in its use of the Videoconferencing Network and that such policies provide greater specificity than is set out in this Agreement.

b) The Member agrees to abide by all such policies as they currently exist and any additional policies and any amendments of any previously provided policies and after the 60s day on which the Member has been provided with a copy of any such additional policies or amendments or notice that a copy of such additional policies or amendments may be obtained at a specified website.

c) The Member confirms that it has printed a copy of all such policies posted at http://www.otn.ca/members/resource-library/ and http://www.otn.ca/privacy-toolkit/resource-library/ on the Effective Date and agrees to ensure that a current and complete hard copy of all policies in effect from time to time is maintained by the Member and to make all reasonable efforts to ensure that all Users are aware of and comply with them.
d) The Member agrees to make all reasonable efforts to review and, where feasible, to follow any guidelines, best practices and processes posted at [http://www.otn.ca/members/resources-library/](http://www.otn.ca/members/resources-library/) on the Effective Date and as they may be developed and posted by OTN from time to time and make all reasonable efforts to ensure that all Users are aware of and comply with them.  
e) Nothing in this Section 4.4 shall relieve the Member of its own duties and obligations in the provision of Telemedicine Services.

**ARTICLE 5 - COMPLIANCE WITH PHIPA**

5.1 **Member Agreement** - The Member acknowledges and agrees that:

a) OTN is only responsible for providing certain equipment and technology required for the transmission of PHI through the Videoconferencing Network and, in light of the foregoing and without limitation:
   i) OTN cannot be responsible for other purposes for which the Videoconferencing Network is used; and
   ii) the Member is responsible for ensuring that the collection, use and disclosure of PHI transmitted through anything other than the Videoconferencing Network is done in accordance with applicable law and regulations;

b) to the extent that the Member is a HIC, it is aware of, and agrees to comply with, the obligations of a HIC under PHIPA insofar as it may, in connection with consultations through the Videoconferencing Network, collect, use or disclose information about individuals that is PHI;

c) the Member shall not hold PHI in equipment provided by OTN, within the meaning of clause 6(3)(i) of Regulation 329 under PHIPA (such regulation, as amended or replaced from time to time, the "Regulation");

d) in light of the nature of the Videoconferencing Network and its operation, all transfers of all or part of such PHI by means of the Videoconferencing Equipment made by the Member are known to the Member and that accordingly it is neither necessary nor reasonably practical for OTN to make available to the Member the electronic record referred to in paragraph 6(3)(h) of the Regulation; and

e) in the event that the Member is able to access, through OTN’s RMSS, PHI and confidential data that does not relate to the Member or its patients, the Member agrees not to access such information. Failure to comply with this provision, without limiting any other remedies of OTN, shall be grounds for immediate termination of this Agreement notwithstanding Article 7.

5.2 **OTN Acknowledgement** - OTN and the Member acknowledge that:

a) OTN is a “health information network provider” within the meaning of PHIPA; and

b) transmissions over the Videoconferencing Network (and communications to OTN in connection with arrangements for such transmissions) may include PHI.

5.3 **OTN Agreements** - OTN agrees that it will comply with PHIPA and the Regulation. Without limiting the generality of the foregoing, OTN shall:

a) notify the Member of any unauthorized access through the Videoconferencing Network to any PHI provided by the Member;

b) provide on its web site, and deliver to the Member on request:
   i) a plain language description of the Services that are appropriate for sharing with patients of the Member to whom the PHI relates, including a general description of the safeguards in place to protect against unauthorized use and disclosure, and to protect the integrity of the PHI; and
   ii) a written copy of the results of an assessment of the Services that OTN provides to the Member as such Services relate to:
      A) threats, vulnerabilities and risks to the security and integrity of the PHI; and
      B) how such Services may affect the privacy of the individuals who are the subjects of the PHI.

5.4 **Regulators** - For purposes of paragraph 6(3)(7)(ii) of the Regulation and this Article 5, the following are the administrative, technical and physical safeguards relating to the confidentiality of the PHI:

a) the network design deployed by OTN protects PHI during videoconferences by ensuring that the electronic signal is secure through the industry specific and standard encryption technology while travelling between the site of the Member and/or User and other OTN member certified sites or eHO’s network or other networks; and

b) OTN uses physical, administrative and technological safeguards to protect PHI. Secure entrance systems, locked offices and filing cabinets are used to secure physical PHI data. OTN restricts access to PHI to those who require it to fulfill their duties. Every OTN staff member, contracted worker and student signs a confidentiality agreement. Policies, procedures and guidelines provide direction for data protection for those with access PHI to fulfill their job and accounting servers; industry standard encryption technology; firewalls; and intrusion detection and denial of service technologies, to protect PHI travelling over the Videoconferencing Network.
ARTICLE 6 - OTHER COVENANTS

6.1 Limitation of Liability

a) Notwithstanding anything contained herein, none of OTN, its affiliates or any of its respective directors, officers, employees, agents and servants shall be held liable or responsible in any way for:

i) any loss or interruption of business, or any indirect, special, incidental or consequential damages of any kind suffered by the Member, a User, a patient or any other third-party;

ii) without limiting Section 6.1(a)(i), any claims or demands for damages, costs, expenses or losses of any kind by the Member, a User, a patient of the Member or of a User, or any other third-party, for or arising out of or in any way related to clinical uses of, clinical outcomes or decision-making processes relating to the use of, or lack of access to, the Services, the Videoconferencing Equipment or the Videoconferencing Network; or

iii) any and all claims, damages, costs, expenses or losses (including punitive damages, court costs, arbitration fees, penalties, fines, amounts paid in settlement of claims, legal fees and expenses of investigation), which the Member may incur, suffer or become liable for as a result of, or in connection with, any third-party claim asserted against the Member to the extent such claim is based upon the Services, Videoconferencing Equipment or the Videoconferencing Network, or any portion thereof, used within the scope of this Agreement inferences, directly or indirectly, any valid and enforceable patent, copyright, trade secret, trademark or other intellectual property right of any third-party.

b) OTN reserves the right to modify the Services or Videoconferencing Network, or both, or any portion thereof, at any time, with or without notice to the Member. OTN shall not be liable to the Member, or to any third-party should OTN exercise its right to modify the Services or Videoconferencing Network.

c) In the event that it becomes aware of a third-party claim against a member of OTN's affiliates, or any other third-party, the Member, a User, or a patient or any other third-party, for or arising out of or in any way related to:

i) the breach of this Agreement by the Member, a User or anyone for whom the Member or a User is responsible hereunder or at law;

ii) clinical uses of, clinical outcomes or decision-making processes relating to the use of, or lack of access to, the Services, the Videoconferencing Equipment or the Videoconferencing Network by the Member, a User, a patient of the Member or of a User, or anyone for whom the Member or a User is responsible hereunder or at law;

iii) any matter relating to or arising from the provision of the Services, the Videoconferencing Equipment or the Videoconferencing Network to the Member, in respect of which OTN has no liability under Section 6.1,

OTN agrees to indemnify and hold harmless the Member, its affiliates and each of its respective directors, officers, employees, agents and servants from and against damages, costs, expenses or losses due to, arising out of or in any way related to the failure of OTN to comply with its obligations under Article 2, except as limited by the provisions of Section 6.1.

6.3 Insurance – During the term of this Agreement, OTN and the Member shall each maintain in full force and effect general liability insurance for a minimum of $2,000,000 for any one occurrence. Such insurance shall name the other Party as the additional insured but only with respect to this Agreement and shall include at least the following:

a) products and completed operations;

b) personal injury;

c) cross liability;

d) contractual liability; and

e) 30 days' prior written notice of material change to, cancellation, or non-renewal of the policy.
Schedule B

Each Party shall provide the other Party with evidence of such insurance upon request.

6.4 Ontario Telemedicine Network Disclaimer

a) OTN shall provide the Videoconferencing Network and Services on an “as is” and “as available” basis and the Member agrees that the use of the Videoconferencing Network and the Services shall be at its sole risk.

b) OTN makes no warranty that the Videoconferencing Network and/or Services will be uninterrupted, timely, secure or error-free. OTN makes no warranty as to the results that may be obtained from the use of the Videoconferencing Network and/or Services.

c) OTN does not guarantee any level of service availability, service quality or problem resolution time. However, with proactive anticipation and prevention system failures, promptly respond to service outages, expedite problem resolution plans and recommend and support alternative service provision modes as described in the TLSA.

d) OTN expressly disclaims all warranties whether express, implied or statutory, including, implied warranties of title, merchantability, fitness for a particular purpose and non-infringement of any third party intellectual property rights and no advice or information, whether oral or written, obtained by the Member through the use of the Videoconferencing Network and/or Services shall create any such warranty on the part of OTN.

e) Any material and/or data downloaded or otherwise obtained through the use of the Services shall be done at the Member’s own discretion and risk, and OTN shall not be responsible for any damage or loss of data that may result from the download of such material and/or data.

6.5 Dispute Resolution

a) All disputes between the Parties concerning any matter arising under this Agreement shall be submitted for resolution to the chief executive officer of OTN and chief executive officer of the Member (or the President or a senior management officer, designated by the Member) (the “Designated Officers”). If the Designated Officers cannot resolve the dispute within a period of 10 days after submission of the dispute to them for resolution, either Party may notify the other Party in writing that it wishes to refer the matter to arbitration in accordance with the Arbitrations Act, 1991 (Ontario) (such act, as amended or replaced, from time to time, the “Act”) within a further period of 30 days.

c) If either Party serves a notice pursuant to Section 6.5(b), then such matter shall be determined by arbitration by a single arbitrator to be selected by the Parties and failing such selection the arbitrator shall be appointed pursuant to the Act.

d) Any arbitration hereunder shall be held at Toronto, Ontario unless the Parties otherwise agree.

ARTICLE 7 - TERM AND TERMINATION

7.1 Term - The term of this Agreement shall be one year from the date that OTN issues the Live Site Notice. Provided that all fees as set out in this Agreement have been paid, this Agreement shall continue from time to time thereafter for successive one-year periods based on the anniversary date of the Live Site Notice unless terminated prior thereto pursuant to Section 7.2.

7.2 Termination

a) Notwithstanding the term of this Agreement, either OTN or the Member may terminate this Agreement with or without cause at any time, upon 30 days written notice to the other Party upon which all costs and expenses which expressly or by their nature are intended shall not be liable to the Member for costs or losses arising from termination of this Agreement with or without the terms of this Agreement shall be paid to OTN in respect of the year of such termination, if any, calculated on a pro rata basis. Upon the request of the Member, OTN shall promptly return to OTN in good working order all equipment at the Member’s site(s).

ARTICLE 8 - MISCELLANEOUS

8.1 Amendments - This Agreement may be amended, modified or supplemented only by a written agreement signed by each Party; provided that OTN reserves the right to amend this Agreement at any time and at its sole discretion, upon 60 days written notice to the Member including by adding, replacing or repealing one or more schedules or appendices hereto. Any such amendments shall take effect 60 days after such notice has been given. Unless the Member provides OTN with notice to the contrary, the Member will be deemed to be bound by any such amendments.
8.2 Notice
a) Any notice, demand or other communication (in this Section, a "notice") required or permitted to be given or made hereunder shall be in writing and shall be sufficiently given or made if: (i) delivered in person (including by commercial courier) during normal business hours on a Business Day and left with a receptionist or other responsible employee of the relevant Party at the applicable address; (ii) sent by prepaid first class mail; or (iii) sent by any electronic means of sending messages, including facsimile transmission and e-mail, which produces a paper record (in this Section, "Electronic Transmission") during normal business hours of the recipient on a Business Day, in each case to the address set out on the first page of this Agreement or at such other address as a Party notifies the other, for this purpose.
b) Each notice sent in accordance with this Section shall be deemed to have been received: (i) on the day it was delivered; (ii) on the third Business Day after it was mailed (excluding each Business Day during which there existed any general or rotating interruption of postal services due to strike, lockout or other cause); or (iii) on the same day that it was sent by Electronic Transmission, or on the first Business Day thereafter if it was sent other than during normal business hours on a Business Day.

8.3 Governing Law - This Agreement shall for all purposes be governed by and interpreted in accordance with the laws in effect in Ontario. Subject to Section 6.5, the Parties hereby attorn to the jurisdiction of the Courts of Ontario.

8.4 Assignment - No right, duty or responsibility may be assigned or delegated, by either Party under this Agreement, except with the written consent of the other Party. Any attempted assignment without such consent shall be void and without effect. This Agreement shall be binding upon and shall enure to the benefit of the Parties and their respective successors and permitted assignees.

8.5 Relationship - Except as specifically provided for in this Agreement, neither Party is, nor shall it be deemed to be, a partner, joint venturer or an agent or legal representative of the other Party for any purpose. The Member is not a member of OTN as a Corporation, except as within the meaning of the Corporations Act (Ontario) and has none of the rights of a member thereunder.

8.6 Users - The Member acknowledges and understands that it is responsible for ensuring that all of its Users comply with all applicable duties (including professional duties) and obligations of the Member under this Agreement. The fact that Users are specifically referred to in certain but not all sections of this Agreement shall not derogate from the generality of the foregoing.

8.7 Severability - If any provision of this Agreement is determined to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the invalidity, legality or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby so long as the economic or legal substance of the matters contemplated hereby is not affected in any manner materially adverse to any Party.

8.8 Waiver - Any express or implied waiver by either Party of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach. No provision of this Agreement shall be waived by any act, omission or knowledge of a Party or its agents or employees except by an instrument in writing expressly waiving such provision and signed by a duly authorized officer of the waiving Party.

8.9 Compliance With Law - Each Party agrees to comply with all applicable laws in the performance of its obligations under this Agreement. In particular, the Member acknowledges and agrees that its access to and use of the Videoconferencing Network shall comply with all federal, provincial and municipal laws, regulations and enactments including those set out under Article 5.

8.10 Entire Agreement - This Agreement, together with each applicable Equipment Loan Agreement and Equipment Grant Agreement, constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, negotiations, discussions and understandings, written, oral, express or implied, between the Parties with respect thereto.

8.11 Counterparts - This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Receipt of a facsimile version of an executed signature page by a Party shall constitute satisfactory evidence of execution of this Agreement by such Party.

Schedule B
Schedule B

TO WITNESS THEIR AGREEMENT, the Parties have duly executed this Agreement by the signatures of their proper officers on that behalf.

Ontario Telemedicine Network
Date: April 26, 2011

Edward M. Brown, MD
Chief Executive Officer

The Corporation of the City of London (Dearness Home)

Date: ________________________________

Signature: ____________________________
Authorized Signing Officer (with the authority to bind the Member)

Name (please print): Joe Fontana
Title: Mayor

Signature: ____________________________
Authorized Signing Officer (with the authority to bind the Member)

Name (please print): Catharine Saunders
Title: City Clerk
Phone: (519) 661-2500 Ext. 4937
E-mail: esaunders@london.ca

Att: Schedule A (24)
Schedule B

Schedule A (24)

Organizations Funded by the
Ministry of Health and Long Term Care (> 50% of base operations)
or LHIN Accountable

1. Annual Membership Site Fee
The Member shall not be required to pay an annual site or system membership fee.

2. Site and System Set-up Fees
The Member shall be required to pay a set-up fee for: (a) each site and (b) each system added to the Videoconferencing Network in an amount determined by OTN from time to time and posted in the Policies section of the Member Resource Library at [http://www.otn.ca/en/members/resource-library](http://www.otn.ca/en/members/resource-library)

3. Telemedicine Coordinator
The Member shall designate a Telemedicine Coordinator who shall act as the primary OTN contact and will dedicate the appropriate amount of time required to fulfill this role. The role may be shared amongst more than one individual.
TO: CHAIR AND MEMBERS
COMMUNITY AND NEIGHBOURHOODS COMMITTEE
MEETING ON SEPTEMBER 13, 2011

FROM: CINDY HOWARD
DIRECTOR, SOCIAL AND COMMUNITY SUPPORT SERVICES

SUBJECT RFP 11-25 HOMELESSNESS PARTNERING STRATEGY
SUB-PROJECT FUNDING AGREEMENTS

RECOMMENDATION

That, on the recommendation of the Director of Social and Community Support Services and with the concurrence of the Executive Director of Community Services:

1. The proposals submitted by:
   a) My Sisters’ Place of WOTCH Community Mental Health Services (MSP), 534 Queens Ave., London, ON N6B 1Y6 at their allocated fiscal funding of $140,000, HST included, based on a thirty (30) month contract;
   
   b) Canadian Mental Health Association (CMHA), 648 Huron St., London, ON N5Y 4J8 at their allocated fiscal funding of $81,893, HST included, based on a thirty (30) month contract;
   
   c) Youth Opportunities Unlimited (YOU), 200-141 Dundas St., London ON N6A 1G3 at their allocated fiscal funding of $50,000, HST included, based on a thirty (30) month contract;
   
   d) Mission Services of London, 415 Hamilton Road, London, ON N5Z 1S1 at their allocated fiscal funding of $140,000, HST included, based on a thirty (30) month contract; and
   
   e) At Lohsa Native Family Healing Services Inc, 343 Richmond St., London, ON N6A 3C2 at their allocated fiscal funding of $50,000, HST included, based on a thirty (30) month contract, BE ACCEPTED;

2. The Civic Administration BE AUTHORIZED to undertake all administrative acts which are necessary in connection with this award; and

3. Approvals hereby given BE CONDITIONAL upon the Corporation entering into a formal contract or issuing a purchase order relating to the subject matter of this approval.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

- Homelessness Partnering Strategy – Allocation of Funds (CPSC: March 17, 2008)
- London CAReS Phase One Authorization and Funding (BOC: July 16, 2008)
- Homelessness Partnering Strategy (CPSC: March 23, 2009)
The purpose of this report is to provide the Community and Neighbourhoods Committee with the results of a Request for Proposal issued to strategically address issues of homelessness and the prevention of homelessness in our community through the federal funding available under the Homelessness Partnering Strategy.

Request for Proposal 11-25 was issued and six (6) submissions were received. A Selection Committee comprised of staff from the Community Services Department, London Homeless Coalition, representatives from community organizations and Purchasing & Supply evaluated the submissions against a pre-established set of criteria: Proposal Quality; Sponsor Group; Meets Community Plan Priorities; Measurable and Achievable Outcomes; Financial Feasibility; Location; Evaluation; Community Contribution; Target Population and Cultural Context; and Sustainability.

Since February 19, 2007, by resolution of Municipal Council, the City of London has served as the Community Entity for the federal Homelessness Partnering Strategy (HPS) on a go forward basis at the invitation of the London Homeless Coalition (LHC); it being noted that HPS is funded through 100% federal funding and has no impact on the City of London’s budget. As the Community Entity, the City of London receives federal funding under the National Homelessness Initiative – Homelessness Partnering Strategy. Service Canada has entered into an agreement with the City of London for the new Homelessness Partnering Strategy and funding model operating from April 1, 2011 to March 31, 2014.

Allocation of funding is based on the federally approved London Community Plan on Homelessness. The HPS identifies key priorities and target populations that could be supported through the funding. Approval from the Homelessness Partnering Secretariat has not been received.

The London Homeless Coalition recommends to the City the process for the allocation of funding for programs and projects for each fiscal year. For the 2011-2014 period, the London Homeless Coalition recommended that one Request for Proposal be issued for the full contract period. Based on the outcome of the Request for Proposal, the City of London enters into a Sub-Project Funding Agreement with funded organizations (referred to as sub-contracts in the agreement). The City oversees all contracts and financial monitoring.

Municipal Council, at its session held on June 20, 2011 resolved:

a) to approve the template Sub-Project Funding Agreement to be entered into between the City and such corporations who have been selected for funding for their sub-projects in accordance with the City’s Funding Agreement with Canada;

b) to delegate to the Manager, Homelessness, Hostels and Special Populations, the authority to insert certain details into the template Sub-Project Funding Agreement approved in part a) above; and

c) to delegate to the Executive Director of Community Services the authority to execute the agreements approved in part (a) above and as may be altered pursuant to part (b), above, and as provided for in the by-law. (2011-C10-00) (15/12/CNC).
Below is a list of the five (5) proposed funded agencies and the amount of federal funding for each project:

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<tbody>
<tr>
<td>WOTCH Community Mental Health Services, My Sisters’ Place</td>
<td>Support Centre</td>
<td>70,000</td>
<td>140,000</td>
<td>140,000</td>
</tr>
<tr>
<td>Canadian Mental Health Association (CMHA)</td>
<td>Mental health, substance abuse and housing support</td>
<td>40,947</td>
<td>81,893</td>
<td>81,893</td>
</tr>
<tr>
<td>Youth Opportunities Unlimited (YOU)</td>
<td>One-to-one support and life skills programming</td>
<td>25,000</td>
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<td>50,000</td>
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<tr>
<td>Mission Services</td>
<td>Reception Centre</td>
<td>70,000</td>
<td>140,000</td>
<td>140,000</td>
</tr>
<tr>
<td>At Lohsa Native Family Healing Services</td>
<td>Aboriginal Homeless Diversion Centre</td>
<td>25,000</td>
<td>50,000</td>
<td>50,000</td>
</tr>
<tr>
<td>City of London</td>
<td>Community Entity – HPS Administration</td>
<td>25,660</td>
<td>51,321</td>
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<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>256,607</strong></td>
<td><strong>513,214</strong></td>
<td><strong>513,214</strong></td>
</tr>
</tbody>
</table>

**FINANCIAL IMPACT**

Homelessness Partnering Strategy is funded through 100% federal funding and has no impact on the City of London budget.

**CONCLUSION**

The City of London Community Plan on Homelessness links the Homelessness Partnering Strategy to support initiatives to aid those experiencing homelessness.

Reporting of the outcomes and funding allocation will be provided through the annual London Community Housing Strategy (LCHS) Community Update Reports. This community report will address all of the homelessness prevention and intervention initiatives funded through the City of London.

**ACKNOWLEDGEMENTS**

This report was prepared with the assistance of Jan Richardson, Manager of Homelessness, Hostels and Special Populations, Social and Community Support Services, Community Services and Chris Ginty, Procurement Officer, Purchasing and Supply.

**SUBMITTED BY:**

MIKE TURNER
DEPUTY CITY TREASURER

**RECOMMENDED BY:**

CINDY HOWARD
DIRECTOR, SOCIAL AND COMMUNITY SUPPORT SERVICES

**CONCURRED BY:**

ROSS L. FAIR
EXECUTIVE DIRECTOR OF COMMUNITY SERVICES

cc: Martin Hayward, City Treasurer, Chief Financial Officer
    Anna Lisa Barbon, Manager, Financial and Business Services
    Stephen Giustizia, Manager, Ontario Works and Homelessness
    Jan Richardson, Manager, Homelessness, Hostels and Special Populations
TO: CHAIR AND MEMBERS
COMMUNITY AND NEIGHBOURHOODS COMMITTEE
MEETING ON SEPTEMBER 13, 2011

FROM: CINDY HOWARD
DIRECTOR OF SOCIAL AND COMMUNITY SUPPORT SERVICES

SUBJECT RFP 11-15 LONDON CAReS OUTREACH

RECOMMENDATION

That, on the recommendation of the Director of Social and Community Support Services and with the concurrence of the Executive Director of Community Services:

a) The proposal submitted by Addiction Services of Thames Valley (ADSTV), 260-200 Queens Ave., London, ON N6A 1J3 at the allocated annual funding of $540,000.00, HST included, based on a twenty-seven (27) month contract, BE ACCEPTED;

b) The Civic Administration BE AUTHORIZED to undertake all administrative acts which are necessary in connection with this award; and

c) Approvals hereby given BE CONDITIONAL upon the Corporation entering into a formal contract relating to the subject matter of this approval.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

- London CAReS (Report of 2006 to CPS, final report of 2007, and annual CPS and Board of Control reports of activity, funding allocations, and service contracts)
- London CAReS Phase One Authorization and Funding (BOC: July 16, 2008)
- Overview of 2010 Homelessness and London Community Addiction Response Strategy (CAReS) Programs, Services and Funding (CNC: June 14, 2011)

PURPOSE

The purpose of this report is to provide the Community and Neighbourhoods Committee with the results of a Request for Proposal issued to assemble a team of Outreach Workers with expertise in the areas of addictions/mental health and homelessness as part of the London Community Addiction Response Strategy (London CAReS) for implementation September 1, 2011.

PURCHASING PROCESS

Request for Proposal 11-15 was issued and two (2) submissions were received. A Selection Committee comprised of staff from the Community Services Department and Purchasing a Supply evaluated the submissions against a pre-established set of criteria. The criteria included: Experience and Qualifications of the Organization; References; Must be an Eligible Organization and Have a Base of Operations in the City of London; Presentation and Overall Assessment; and Cost. ADSTV scored the highest and met all the requirements of the proposal in all areas.

The Contribution Agreement (contract) will be brought forward for Municipal Council’s approval on October 3, 2011.

BACKGROUND

London CAReS is an innovative Council approved strategy aimed at improving the health outcomes of street involved and homeless individuals who live with the challenges of poverty, addiction, and mental illness. The five year integrated strategy commenced in mid 2008 and focuses on individuals with these complex and often co-occurring challenges residing in, or relying on, our
downtown and priority neighbourhoods. London CAReS is funded $1.25 million per year for five years. We continue to seek new and stable funding from the provincial and federal governments to ensure the full outcomes of London CAReS will be achieved.

London CAReS was designed and implemented through a highly collaborative community based approach which recognizes the complex and rapidly evolving issues associated with homelessness. This requires a commitment to solutions and resources that can be rapidly adopted to respond to changing patterns. Support for the strategy is strengthened through the cooperation and interest from the business community and neighbourhood associations. The social and public service sectors are working in strong partnerships.

The London Community Plan on Homelessness establishes the policy and program directions until December 31, 2015 for homeless programs and services in London and identifies themes and directions focused on permanent solutions to homelessness. Specifically, Direction 3.5 states: “To enhance London CAReS services and align with housing outcomes.”

Based on the experience and evaluation of the first two years, and the approval of the London Community Housing Strategy, London CAReS is re-focusing its objectives to build on community integration and housing outcomes for the targeted populations.

Six components will form the comprehensive model of service:
- Outreach/Safe Haven
- Housing Selection
- Housing Stability
- Peer Engagement
- Central Coordinated and Integrated Data Base
- System Governance, Accountability and Leadership

London CAReS will focus on individuals with the highest need including youth, women and seniors who are newly introduced to engaging in street culture and at high risk of homelessness, and individuals experiencing chronic or persistent homelessness and will focus on achieving housing. New agreements will be entered into based on the revised model of service.

The outcome from the Request for Proposal will put in place a consolidated outreach service provided through Addiction Services of Thames Valley.

**FINANCIAL IMPACT**

Annual funding of $1.25 million per year has been secured to support London CAReS until 2013.

**CONCLUSION**

Reporting of the outcomes and funding allocation will be provided through the annual London Community Housing Strategy (LCHS) Community Update Reports. This community report will address all of the homelessness prevention and intervention initiatives funded through the City of London.

**ACKNOWLEDGEMENTS**

This report was prepared with the assistance of Jan Richardson, Manager of Homelessness, Hostels and Special Populations, Social and Community Support Services, Community Services and Chris Ginty, Procurement Officer, Purchasing and Supply.

**SUBMITTED BY:**
| MIKE TURNER  
DEPUTY CITY TREASURER |  
|------------------------|  
| RECOMMENDED BY:        | CONCURRED BY:  
| CINDY HOWARD  
DIRECTOR, SOCIAL AND COMMUNITY SUPPORT SERVICES | ROSS L. FAIR  
EXECUTIVE DIRECTOR OF COMMUNITY SERVICES  
| cc. Martin Hayward, City Treasurer, Chief Financial Officer  
Anna Lisa Barbon, Manager, Financial and Business Services  
Stephen Giustizia, Manager, Ontario Works and Homelessness  
Jan Richardson, Manager, Homelessness, Hostels and Special Populations  
Louise Stevens, Director, Municipal Housing |
TO: CHAIR AND MEMBERS
COMMUNITY AND NEIGHBOURHOODS COMMITTEE
MEETING ON SEPTEMBER 13, 2011

FROM: CINDY HOWARD
DIRECTOR OF SOCIAL AND COMMUNITY SUPPORT SERVICES AND INTERIM ADMINISTRATOR OF DEARNESS HOME COMMUNITY SERVICES DEPARTMENT

SUBJECT: PERSONAL HEALTH AND INFORMATION PROTECTION ACT, 2004

RECOMMENDATION

That, on the recommendation of the Director of Social and Community Support Services and Interim Administrator Dearness Home, with the concurrence of the Executive Director of Community Services, the following actions BE TAKEN:

The attached proposed by-law (Appendix "A") be introduced at the Municipal Council meeting to be held on September 19, 2011 for the purpose of designating a contact person under subsection 15(2) of the Personal Health and Information Protection Act, 2004, S.O. 2004, c.3, Sched. A.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

None

BACKGROUND

The Personal Health and Information Protection Act (the “Act”) governs the collection, use and disclosure of personal health information by the health care sector. The purpose of the Act is to keep personal health information confidential and secure while allowing for the effective provision of health care services.

The City is a “health information custodian” under subsection 3 (1)4 of the Act because it collects and has custody or control of personal health information in its capacity as the owner and operator of the John Dearness Home, a long-term care home governed by the Long Term Care Homes Act, 2007. Subsections 15(2) and 15(3) of the Act require health information custodians to designate a contact person who, as an agent of the health information custodian is authorized on behalf of the custodian to:

(a) facilitate the custodian’s compliance with the Act;
(b) ensure that all agents of the custodian are appropriately informed of their duties under the Act;
(c) respond to inquiries from the public about the custodian’s information practices;
(d) respond to requests of an individual for access to or correction of a record of personal health information about the individual that is in the custody or under the control of the custodian; and
(e) receive complaints from the public about the custodian’s alleged contravention of the Act or its regulations.

It is recommended that the Administrator for the Dearness Home be designated as the contact person under the Act. Under the Long Term Care Homes Act, 2007 the City is required to ensure that the Dearness Home has an Administrator who shall be in charge of the long-term care home, is responsible for its management and performs any other duties provided for in the regulations.
FINANCIAL IMPACT

There are no financial impacts.

<table>
<thead>
<tr>
<th>SUBMITTED AND RECOMMENDED BY:</th>
<th>CONCURRED BY:</th>
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<tbody>
<tr>
<td>CINDY HOWARD</td>
<td>ROSS L. FAIR</td>
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<tr>
<td>DIRECTOR, SOCIAL AND COMMUNITY</td>
<td>EXECUTIVE DIRECTOR</td>
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<td>SUPPORT SERVICES AND ACTING</td>
<td>DEPARTMENT OF COMMUNITY SERVICES</td>
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<td>ADMINISTRATOR DEARNESS HOME</td>
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<td>DEPARTMENT OF COMMUNITY SERVICES</td>
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cc. L. Marshall
Bill No. 2011

By-law No. A.-

A by-law to designate a contact person pursuant to section 15 of the Personal Health Information Protection Act, 2004.

WHEREAS pursuant to paragraph 4(ii) of subsection 3(1) of the Personal Health Information Protection Act, 2004, S.O. 2004, c.3, Sched. A (the “Act”), The Corporation of the City of London, as the operator of the long term care home known as the Dearness Home, is a health information custodian;

AND WHEREAS pursuant to subsection 15(2) of the Act, The Corporation of the City of London is required to designate a contact person who is an agent of the health information custodian and is authorized on behalf of the custodian to perform all of the functions and duties as set out in subsection 15(3) of the Act;

AND WHEREAS pursuant to subsection 70(1) of the Long Term Care Homes Act, 2007, the Corporation of the City of London as the licensee of a long-term care home is required to ensure that the home has an Administrator;

NOW THEREFORE the Council of The Corporation of the City of London enacts as follows:

1. Pursuant to subsection 15(2) of the Act, the Council of The Corporation of the City of London hereby designates the Administrator for the Dearness Home as required under section 70 of the Long Term Care Homes Act, 2007 as the contact person and authorizes the Administrator as the agent for The Corporation of the City of London to perform all of the functions and duties as set out in subsection 15(3) of the Act.

2. This by-law comes into force on the day it is passed.

PASSED in Open Council on

Joe Fontanna
Mayor

Catharine Saunders
City Clerk
TO:
CHAIR AND MEMBERS
COMMUNITY AND NEIGHBOURHOODS COMMITTEE
SEPTEMBER 13, 2011

FROM:
WILLIAM C. COXHEAD
DIRECTOR OF PARKS & RECREATION
COMMUNITY SERVICES DEPARTMENT

SUBJECT:
DONATION OF PLAY EQUIPMENT TO
LONDON MIDDLESEX HOUSING CORPORATION (LMHC)

RECOMMENDATION

That, on the recommendation of the Director of Parks & Recreation with the concurrence of the Chief Administrative Officer and the Executive Director of Community Services, the following actions BE TAKEN:

(a) Notwithstanding the Procurement of Goods and Services Policy set out in the Council Policy By-Law A-6151-17 the transfer of surplus play equipment from Ed Blake Park and Oakridge Park to London Middlesex Housing Corporation BE APPROVED.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

N/A

BACKGROUND

As part of the park enhancements recently completed at Ed Blake and Oakridge Parks new and enhanced play equipment was installed. Parks and Recreation has identified this equipment surplus to its needs and requested the Purchasing Division to declare it surplus as per the Procurement of Goods and Services Policy.

As required the Purchasing Division has declared the original play equipment as surplus and is in agreement that it be donated to the London Middlesex Housing Corporation (LMHC) to assist with an emerging need. Council approval is required to donate this surplus play equipment to a non civic department to the London Middlesex Housing Corporation, a non civic department and not be auctioned as required by the Procurement of Goods and Services Policy.

FINANCIAL IMPACT

None
<table>
<thead>
<tr>
<th>SUBMITTED BY:</th>
<th>RECOMMENDED BY:</th>
</tr>
</thead>
</table>
| SCOTT STAFFORD  
DIVISION MANAGER, PARKS & COMMUNITY SPORTS | WILLIAM C. COXHEAD  
DIRECTOR, PARKS & RECREATION |
| CONCURRED BY:  | CONCURRED BY:   |
| ROSS L. FAIR   
EXECUTIVE DIRECTOR  
COMMUNITY SERVICES | JEFF FIELDING  
CHIEF ADMINISTRATIVE OFFICER |

c  John Freeman, Manager - Purchasing and Supply Chain  
Lynn Marshall, Solicitor  
Mike Turner, Deputy City Treasurer  
Joy Jackson, Manager – Risk Management  
Jeff Wischlinski, Supervisor, Parks Operations  
Dianna Lynn Clarke, Manager, Parks Operations
TO: 
CHAIR AND MEMBERS
COMMUNITY AND NEIGHBOURHOODS COMMITTEE
MEETING ON SEPTEMBER 13, 2011
FROM: 
JAY STANFORD, M.A; M.P.A.
DIRECTOR, ENVIRONMENTAL PROGRAMS & SOLID WASTE
SUBJECT: 
UPDATES ON GREEN BIN PILOT PROJECT

RECOMMENDATION

That, on the recommendation of the Director – Environmental Programs & Solid Waste, this report BE RECEIVED for information purposes.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

Relevant reports that can be found at www.london.ca include:

- Updates on Green Bin Program and Zero Waste Strategies (August 16, 2011 meeting of the Community and Neighborhood Committee (CNC), Agenda Item #19)
- Update - Green Bin and Modified Garbage Collection Pilot Project (February 15, 2011 meeting of CNC, Agenda Item #13)
- Green Bin Processing for Pilot Project – Legal and Operational Requirements from Delaying Project (September 20, 2010 meeting of the Environment and Transportation Committee (ETC), Agenda Item #1)
- Green Bin Processing for Pilot Project (September 13, 2010 meeting of the ETC, Agenda Item #2)
- Update: Composting Facilities in Ontario and Impact on London’s Green Bin Pilot Project (July 19, 2010 meeting of ETC, Added Agenda Item #30)
- Update: Interim Business Plan for the Green Bin Program and Zero Waste Strategies (May 10, 2010 meeting of ETC, Agenda Item #13)
- Interim Business Plan for the Green Bin Program and Zero Waste Strategies (January 11, 2010 meeting of the ETC, Agenda Item #11)
- Guidance Document for Waste Diversion Decisions including the Green Bin Program (November 10, 2008 meeting of the ETC, Agenda Item #7)
- Waste Diversion Strategy Public Consultation Document and Recent Waste Diversion Initiatives – Road Map to Maximize Waste Diversion in London (December 10, 2007 meeting of ETC, Agenda Item # 9)

BACKGROUND

PURPOSE:

The purpose of this report is to provide Committee and Council with an overview and update on the upcoming Green Bin Pilot Project and information on the Orgaworld Canada Ltd. composting facility. Some of the information in this report has previously been provided but is presented again in order to provide a more comprehensive update.

CONTEXT:

In January 2010, Council adopted the Interim Business Plan for the Green Bin Program and Zero Waste Strategies which included a Green Bin Pilot Project to begin in the fall 2010 as a Service Growth item in the 2010 budget process. The budget for the pilot project was approved on March 3, 2010. In the fall 2010, Council decided to delay implementation of the Green Bin Pilot Project by six months until the spring 2011 and requested additional information on processing options.
In spring 2011, Council decided to delay implementation of the Green Bin Pilot Project a further six months until the fall 2011 and directed staff to:

- implement a garbage cart pilot project (underway),
- conduct further research on resource recovery technologies and home composting (underway), and
- investigate and report back on neighbourhood concerns and the Ministry of the Environment (MOE) progress related to the remaining operating challenges at the Orgaworld Canada Ltd. composting facility (discussed in this report).

DISCUSSION:

Overview of Green Bin Pilot Project

<table>
<thead>
<tr>
<th>Component</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Delivery of Carts and Kitchen Catchers</td>
<td>Monday, October 3 to Friday October 7</td>
</tr>
<tr>
<td>First Collection</td>
<td>Thursday, October 13</td>
</tr>
<tr>
<td>Collection Area</td>
<td>Location - See Appendix A</td>
</tr>
<tr>
<td>Number of Homes</td>
<td>- 726</td>
</tr>
<tr>
<td>Collection Frequency</td>
<td>Recycling – Weekly (52 pickups per year)</td>
</tr>
<tr>
<td></td>
<td>Green Bin – Weekly (52 pickups per year)</td>
</tr>
<tr>
<td></td>
<td>Garbage - Summer (April to September), Weekly (26 pickups per year)</td>
</tr>
<tr>
<td></td>
<td>- Winter (October to March), Weekly (13 pickups per year)</td>
</tr>
<tr>
<td>Cart Selection</td>
<td>Residents can choose from a 45 litre, 80 litre or 120 litre cart based on their needs and room to store the cart. To date approximately half of the residents had requested a specific cart size as follows:</td>
</tr>
<tr>
<td></td>
<td>- 45 litre – 150 (40%)</td>
</tr>
<tr>
<td></td>
<td>- 80 litre – 186 (50%)</td>
</tr>
<tr>
<td></td>
<td>- 120 litre – 41 (10%)</td>
</tr>
<tr>
<td>Kitchen Catcher Selection</td>
<td>Residents can choose from three types of kitchen catcher based on their needs. To date approximately half the residents had requested a specific kitchen catcher as follows:</td>
</tr>
<tr>
<td></td>
<td>- Orbis (standard) – 115 (30%)</td>
</tr>
<tr>
<td></td>
<td>- Surclose (air holes) 217 (60%)</td>
</tr>
<tr>
<td></td>
<td>- Busch (small) – 45 (10%)</td>
</tr>
<tr>
<td>Liners</td>
<td>Paper liners or certified compostable liners are allowed. Plastic bags are not allowed as liners.</td>
</tr>
<tr>
<td>Materials Collected</td>
<td>Materials collected include:</td>
</tr>
<tr>
<td></td>
<td>- Food waste</td>
</tr>
<tr>
<td></td>
<td>- Paper products that cannot go in the Blue Box (e.g., paper towels and napkins, other soiled paper)</td>
</tr>
<tr>
<td></td>
<td>- Animal bedding</td>
</tr>
<tr>
<td></td>
<td>- Can be topped up with yard materials</td>
</tr>
<tr>
<td>Materials Not Collected</td>
<td>Materials not collected include but are not limited to:</td>
</tr>
<tr>
<td></td>
<td>- Diapers and sanitary products</td>
</tr>
<tr>
<td></td>
<td>- Kitty litter and pet waste</td>
</tr>
<tr>
<td>Educational Material</td>
<td>All residents will be provided with a:</td>
</tr>
<tr>
<td></td>
<td>- Booklet detailing the project</td>
</tr>
<tr>
<td></td>
<td>- Fridge magnet showing the materials accepted in the Green Bin Pilot Project</td>
</tr>
<tr>
<td></td>
<td>- Waste Reduction &amp; Conservation Calendar for the pilot area</td>
</tr>
</tbody>
</table>
Pilot Project Study Area

The pilot area selected is shown in Appendix A. Several areas in the City were evaluated to determine which would be most appropriate for the pilot. The area shown in Appendix A was found to be most suitable. This area satisfied the selection criteria which included a mix of housing types, including row housing and homes with and without garages, a range of property and lot sizes, and ‘depot’ style collection (i.e., townhome complexes that set out materials on a common pad, rather than in front of each home).

The baseline data has been collected for this area including the collection of information that will allow for analysis of pilot project impact on waste diversion and estimated project delivery costs. For example, a garbage truck route was re-configured to align with the pilot area to allow for more detailed collection of garbage weights for comparison purposes with data after Green Bin material is being collected from the area.

Residents in the study area have the option not to participate in the Green Bin Pilot Project.

Pilot Project Evaluation Plan

The Green Bin Pilot Project will be conducted to ensure that both qualitative and quantitative data is obtained and reported back to Council. Some of these measures will be augmented by data from other municipalities. Some of the data noted below is already being collected and would be used as baseline data. Findings from the Green Bin Pilot Project will assist Committee and Council members in their decision about a city-wide program to maximize waste diversion.

The Green Bin Pilot Project will also be used to test a “modified” garbage collection schedule. The modified garbage collection schedule consists of weekly garbage collection during the summer (generally April to September) and bi-weekly collection during the winter (generally October to March). Testing the modified collection schedule will help determine public acceptance and what the cost savings/increases are with this type of collection schedule.

The evaluation of the Green Bin Pilot Project will include the following measures:

- Project evaluation survey: residents will be surveyed to provide feedback to assess their overall satisfaction and opinions with using the Green Bin and participating in the modified garbage collection program.
- Resident participation: curbside monitoring will indicate the frequency of Green Bin use.
- Diversion of Green Bin organics: kilograms per household will be measured each week and tracked. This will be compared against previous estimates of expected diversion from a Green Bin program and implications for total diversion of a City-wide program.
- Overall diversion: total kilograms per household diverted including other diversion programs (i.e., curbside Blue Box recycling, leaf & yard collection), compared with London averages, both before and after the Pilot Project implementation.
- Cost per household and cost per tonne: estimated costs will be reported and compared against the current program costs and where comparable, costs in other municipalities.

In addition to the data above, a Pilot Project will also provide information to help decide about best practices associated with a range of items including:

- Evaluation of truck, lifter and Green Bins. For example, there is a range of truck configurations for Green Bin collection and data from the Pilot Project will be supplemented from municipalities using alternatives.
- Collection issues of different housing types.
- Impact on collection: time per stop, work flow, and impact on workers will be reviewed and compared with current system averages.
Composting Facility

Orgaworld Canada Limited ("Orgaworld") was previously selected as the preferred location for composting of the material collected from the Green Bin Pilot Project in February 2011. They were the low bidder ($91 per tonne), achieved the highest overall ranking when evaluated against predetermined criteria and met all the terms and conditions of the City's Request for Proposal. The annual cost is expected to range from $12,000 to $15,000 depending on the quantities of Green Bin materials collected.

The composting process by its very nature generates odours. The extent of odour generation can be managed through proper processing of source separated organics (SSO) and through proper operation of odour abatement infrastructure at composting facilities.

It was previously reported to Council there had been on-going historical neighbourhood concerns about odours and Orgaworld had undertaken a significant facility upgrade in the fall of 2010 and the spring of 2011 to reduce odours. It was noted at the time that the upgrades appear to have reduced the odour issues over the winter but had not been through a summer period when controlling odours can be more challenging.

In discussion with Ministry of the Environment staff, this summer there has been a significant improvement in odour issues from Orgaworld compared to previous summers. There are still occasional odours coming from the facility and these odours continue to be a concern and source of frustration in the community. Orgaworld continues to have its citizen group called the Zero Odour Advisory Group (ZOAG). City staff have been listed as an observer at these meetings. This may change now that the City is a customer of this facility. Orgaworld in recent months has been processing between 2,000 and 2,400 tonnes of Green Bin materials per week. The City will be adding about between 2 and 3 tonnes per week of Green Bin materials noting that there will be times of the year when it could be higher or lower than this average range.

ACKNOWLEDGEMENTS

This report was prepared with assistance from Laura Bechard, Solid Waste Planning Coordinator; Anne Boyd, Waste Diversion Coordinator and Mike Losee, Manager – Solid Waste Engineering.

PREPARED BY:  
WESLEY ABBOTT, P. ENG.  
DIVISION MANAGER  
SOLID WASTE MANAGEMENT

PREPARED AND RECOMMENDED BY:  
JAY STANFORD, M.A., M.P.A.  
DIRECTOR, ENVIRONMENTAL PROGRAMS  
& SOLID WASTE MANAGEMENT

REVIEWED & CONCURRED BY:  
PAT McNALLY, P. ENG.  
EXECUTIVE DIRECTOR, PLANNING,  
ENVIRONMENTAL AND ENGINEERING SERVICES

August 31, 2011

Appendix A – Green Bin Pilot Study Area

c. John Braam, P. Eng., Director of Water & City Engineer
Appendix A
Pilot Study Area

Limit of Green Bin Pilot Study Area
TO: CHAIR AND MEMBERS, COMMUNITY & NEIGHBOURHOOD COMMITTEE  
MEETING ON SEPTEMBER 13, 2011  
FROM: JEFF FIELDING,  
CHIEF ADMINISTRATIVE OFFICER  
SUBJECT: 2013 WORLD FIGURE SKATING CHAMPIONSHIP

RECOMMENDATION

That, on the recommendation of the Chief Administrative Officer, with the concurrence of the City Treasurer, Chief Finance Officer, Civic Administration BE ADVISED of the next steps that the Municipal Council wishes to take with respect to the proposed and requested initiatives associated with the 2013 World Figure Skating Championships.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

BACKGROUND

From March 10 to March 17, 2013, the City of London is the “Host City” for the World Figure Skating Championships. This event is considered to be the most prestigious of the International Skating Union (ISU) Championships and with the exception of the Olympic title, a world title is considered to be the highest competitive achievement in figure skating. Skaters compete in the categories of men’s singles, ladies singles, pairs and ice dancing. Because this is the last “Worlds” competition prior to the XXII Olympic Winter Games in Sochi, Krasnodar Krai, Russia, it is expected that over 250 elite figure skaters will compete for the World Title and the privilege to represent their respective countries at the Olympics.

Skate Canada’s business plan estimates the number of spectators and media attending the event to be in the 35,000 to 36,000 range, with approximately 30% of the spectators travelling from out of region, province and country. We have been advised that past history has proven that all available tickets will be sold and that approximately $22-$28M in direct and indirect economic benefit is estimated to be generated. The business plan also estimates a viewing audience of between 160M people in over 60 countries. Tourism London suggests that no event in London’s history will have garnered the anticipated international awareness that this event has the potential to achieve.

The preliminary strategic objective is to put together a flawless, financially successful event and demonstrate London’s and Skate Canada’s organizational core competencies to the (ISU) International Skating Union. Additionally we are tasked with providing an experience of a lifetime for the athletes and their families, coaches, officials and fans and to develop legacy initiatives that have effective and lasting community benefit.

As background information, Skate Canada executed a hosting agreement with the ISU on the understanding that the event will be presented in accordance with ISU standards and values. Federal and Provincial financial support is critical to the operational viability of the event and Skate Canada has submitted to both levels of government a business plan to justify host programming and event operational funding allocation. Despite the ISU’s restrictive corporate sponsorship guidelines a local, provincial and national corporate sponsorships solicitation program will be established to help augment revenue projections and offset significant expenditures. Any excess profits from the event will be used to fund legacies which include skating development programs and initiatives in South Western Ontario and throughout Canada as well as yet unspecified projects in the London area.
The ISU has assumed total responsibility for the organization and execution of the event in the John Labatt Centre. Skate Canada, Tourism London and the City of London are expected to organize and develop a “festival-like” experience within the City and particularly in the downtown core area where the event will be staged. A “Light Up London” theme has been adopted to significantly enhance the visitor experience and leave an illumination legacy that can be enjoyed by Londoners and visitors for years to come.

The “Light Up London” experience will also include new levels of programming and engagement, web streaming and interactivity, advertising and merchandising opportunities. The vision is to extend the experience of the event throughout the community and showcase our city, province and country to a significant world audience through the “Light Up London” theme.

Cost Implications

This interim report provides cost implications to the extent that they are known at this time. Skate Canada continues to develop the event details along with City and Tourism staff. At this point in the event planning process, the significant cost items have been identified with budget estimates. It should be noted that the list of projects attached as Schedule “A” were not required as part of the bid process, however, they are being suggested to promote London during the event. The proposed initiatives will assist in conveying a welcoming and memorable experience for the visitors and media in attendance and to position London as a sophisticated and progressive community that exhibits a tangible self confidence in the City's ability to perform admirably on the world stage.

Staff from the City, London Hydro and Tourism London have met over the last few months with Skate Canada and their counterparts to discuss several initiatives. Schedule “A” is a summary of these initiatives, suggestions and requests to date for the 2013 World Figure Skating Championships. Any items involving capital expenditures could be considered “legacy” initiatives; budget implications for the City are noted.

City staff have reviewed planned capital projects over the next few years in an attempt to optimize the capital expenditures to benefit this event. In some cases it is noted that funding exists in the proposed 2012 budget submissions that could assist these initiatives. At the present time the estimated capital costs for projects included in an existing budget plan already and subject to 2012 budget approval, totals approximately $1,610,000. Estimated capital costs not included in an existing budget plan is $1,805,000. Estimated one-time additional operating costs not included in any budget or plan but could be added to the 2012 operating budget is $720,000 and ongoing operating costs are estimated at $10,000 per year.

There may be a premium for overtime or special services that affect City operating budgets. Skate Canada has suggested that there could be a number of Downtown events planned, the location and duration of which would influence the amount of effort. Staff will review events when they are proposed for maintenance needs and whether existing resources are sufficient and appropriate. Any special pre-event and post cleanup efforts will also become known with more event details.

In addition to the estimated costs indicated in Schedule “A” Tourism London has requested that the Wellington Road Welcome Centre be renovated, for an estimated cost of $1.2M, to meet current code requirements and to extend its useful life. This building is currently not included in the facilities division life cycle maintenance program and has not benefited from any structural or cosmetic improvements since its construction in 1988. The work basically consists of facade, parking lot, signage improvements as well as roof and window replacement.
This report was prepared with the assistance of John Winston, General Manager, Tourism London, John Lucas, Division Manager - Transportation Engineering, Andrew Macpherson Manager, Parks Planning & Design, and Jane Fullick, Technologist, EESD. We will await direction from Municipal Council as to the steps that it wishes to take with respect to the proposed and requested initiatives associated with the 2013 World Figure Skating Championships.

SCHEDULE “A”

<table>
<thead>
<tr>
<th>#</th>
<th>Suggestion/Initiatives</th>
<th>Estimated Capital Cost</th>
<th>Estimated Additional Operating Cost (Budgeted)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Wi-Fi: - To be available free in the downtown area</td>
<td>No additional cost</td>
<td>No additional cost</td>
</tr>
<tr>
<td>2</td>
<td>Dundas Street: Dundas from Wellington to the river is scheduled for “shave and pave” in 2012 under Arterial Road Rehabilitation Program</td>
<td>$500,000 2012 $500,000 TS1446-12</td>
<td>No additional cost</td>
</tr>
<tr>
<td>3</td>
<td>Street Furniture: Annual program for updating and replacements. Addition of new movable planters to hold conifers for winter display and lights along downtown streets. Additional garbage cans. Temporary display boards at intersections to provide directions and what’s happening where</td>
<td>$10,000 2012 $10,000 TS3228 Downtown Streetscape</td>
<td>$190,000 No additional cost</td>
</tr>
<tr>
<td>#</td>
<td>Suggestion/Initiatives</td>
<td>Estimated Capital Cost</td>
<td>Estimated Additional Operating Cost (Budgeted)</td>
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<tr>
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<td></td>
<td>Included in existing budget plan</td>
<td>Not included in existing budget plan - could be added to the 2012 capital budget</td>
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<tr>
<td></td>
<td></td>
<td>Not included in any budget or plan - could be added to the 2012 operating budget</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Trees: Additional trees in the downtown area – an annual program</td>
<td>$400,000 PD1129 Downtown Street Tree Planting (LCR) 2011 $175K 2012 $225K</td>
<td>No additional cost</td>
</tr>
<tr>
<td>5</td>
<td>Streetscape Enhancement: Wellington and York</td>
<td>$50,000 PD2165 Urban Civic Spaces (Growth) 2010 $50,000 Construction in 2012</td>
<td>$2,500/yr</td>
</tr>
<tr>
<td>6</td>
<td>Pedestrian Link: Basic life cycle work for Market Lane OR Pedestrian Space: Enhanced space to support downtown activities and highlight excellence in design – subject to a design competition to be completed in December 2011 and the 2012 budget process</td>
<td>$150,000 PD2165 Urban Civic Spaces (Growth) 2012 $150,000</td>
<td>$650,000</td>
</tr>
<tr>
<td>7</td>
<td>Peace Garden: Labourer’s Union to partner with City and others to install public art</td>
<td>$75,000 Culture Office Public Art Program Public Art Reserve Fund draw 2011 $39,000 PD1282 Maintain Neighborhood Park Infrastructure $30,000 Financial and in-kind service from London District Labour Council $6,000</td>
<td>No additional cost</td>
</tr>
<tr>
<td>#</td>
<td>Suggestion/Initiatives</td>
<td>Estimated Capital Cost</td>
<td>Estimated Additional Operating Cost (Budgeted)</td>
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<td>Included in existing budget plan</td>
<td>Not included in existing budget plan - could be added to the 2012 capital budget</td>
<td>Not included in any budget or plan - could be added to the 2012 operating budget</td>
</tr>
</tbody>
</table>
| 9  | Market Plaza: Addition of public art (2019 future budget item that could be brought forward for 2012 –) | $375,000  
Culture Office - Public Art Program - piece of permanent public art (funding for both the art creation and installation) | $5,000/yr |

**TOURISM LONDON SUGGESTIONS/INITIATIVES**

| 10 | Giant projected images, spectacular lighting effects and multimedia displays on JLC and Covent Garden Market. Nightly 12 -15 minute sound, light & video show at dusk prior to main Sound & Light Show (non-legacy) | $600,000  
(One-time) | |
| 11 | Way-Finding Signage: Design and install appropriate directional signage to JLC, Western Fair, Airport and other key locations/attractions at strategic points of entry | $100,000  
No additional cost | |
| 12 | Reception: “Welcome the World” reception at Grand Theatre (non-legacy) | $50,000  
(One-time) | |
| 13 | Lights: Dundas from Waterloo to Ridout/Wellington Road; King Street from Wellington to Ridout St | $300,000  
TBD | |
| 14 | Flags of the World: Both sides of Dundas between Clarke Road and Veterans Memorial Highway | $40,000  
TBD | |
| 15 | Medal Ceremony: At Victoria Park; enhanced lighting, sound system improvements, bandshell – facelift | $150,000  
TBD | |
| 16 | Fireworks (non-legacy) | $50,000  
(One-time) | |
| 17 | Security, Road Closures, Parking Lot lost revenue, staff overtime (non-legacy) | $20,000  
(One time) | |
| 18 | Light Up London Logo: Decorate airport, train station, bus station (non-legacy) | TBD  
Possibly at no cost to the City | |
| 19 | CN overpass: Paint/decorate Wellington Street overpass | TBD  
Possibly at no cost to the City | |
<table>
<thead>
<tr>
<th>#</th>
<th>Suggestion/Initiatives</th>
<th>Estimated Capital Cost</th>
<th>Estimated Additional Operating Cost (Budgeted)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Included in existing budget plan</td>
<td>Not included in existing budget plan - could be added to the 2012 capital budget</td>
<td>Not included in any budget or plan - could be added to the 2012 operating budget</td>
</tr>
<tr>
<td>TOTALS</td>
<td>$1,610,000</td>
<td>$1,805,000</td>
<td>$720,000 (One time)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$10,000/yr (Permanent – excludes any debt service costs associated with capital works)</td>
</tr>
</tbody>
</table>

Note: Projects and cost estimates have been provided by John Lucas, Andrew MacPherson and John Winston. The estimates will be refined once Council provides its direction.
7TH REPORT OF THE
TREES AND FORESTS ADVISORY COMMITTEE

Meeting held on August 24, 2011, commencing at 12:19 p.m.

PRESENT: B. Gilmore (Chair), Councillor J. L. Baechler, J. Galbraith, I. Kalsi, J. Kennedy, J. Ryan, D. Sheppard, and G. Sinclair and B. Mercier (Secretary).

ALSO PRESENT: I. Listar and R. Postma.

REGRETS: C. Benson and B. Shiell.

I YOUR COMMITTEE RECOMMENDS:

1. (6) That the 2012 Budget allocation for the Trees and Forests Advisory Committee (TFAC) BE INCREASED by $1,000.00 for a total allocation of $2,005, to assist interested members to attend the 2012 Canadian Urban Forest Conference to be hosted by the City of London; it being noted that the requested increase will be for one year only and that the proposed registration fee for the Conference, will be approximately $500.00 per person; it being further noted that the TFAC reviewed and received a communication, dated August 11, 2011, from B. Westlake-Power, Manager of Legislative Services, with respect to the 2012 Budget development for Advisory Committees.

II YOUR COMMITTEE REPORTS:

2. (5) That the Trees and Forests Advisory Committee (TFAC) reviewed and received a communication, dated June 10, 2011, from the City Clerk, with respect to the revised proposed governance structure.

3. (8) That the Trees and Forests Advisory Committee (TFAC) reviewed and received a communication from D. Sheppard, with respect to the City’s tree watering alert, including a definition of alert conditions and graphs of the daily precipitation in London, and received the attached communication from R. Postma, Forestry Technologist, with respect to the tree watering alerts. The TFAC asked that D. Sheppard provide a revised definition of alert conditions, at the next TFAC meeting.

4. (Added) That the Trees and Forests Advisory Committee (TFAC) held a general discussion with respect to the various conferences and symposiums coming up in the near future; it being noted that the TFAC approved a maximum expenditure of up to $500.00, per interested Member, from its 2011 Budget for registration and travel expenses to attend any of the following conferences:

(a) the Ontario Urban Forest Council in partnership with the Toronto Botanical Garden symposium, entitled “Spreading Roots, Working Together To Protect Our Urban Trees”, to be held on November 3 to 5, 2011 at the Toronto Botanical Garden;

(b) the A.D. Latornell Conservation Symposium, entitled “Water: The Future of the Source”, to be held on November 16 to 18, 2011 at the Nottawasaga Inn, Alliston, Ontario;

(c) the Canadian Institute of Forestry, Canada’s Forest Conference 2011 to be held on September 18 to 21, 2011 in Huntsville, Ontario; and/or,

(d) the Society of Municipal Arborists, International Urban Forestry Conference to be held September 25 to 28, 2011 at the Hyatt Regency in Milwaukee, Wisconsin;

it being noted that the TFAC has sufficient funds in its 2011 budget for this potential expenditure.

Signed Copies are available in the City Clerk’s Office
5. (Added) That the Trees and Forests Advisory Committee (TFAC) heard a verbal update and received the attached communication from J. Ryan, with respect to the London’s Amazing Tree Quest, Celebrate the Trees in the Forest City event to be held on September 28, 2011 at Windermere Manor. The TFAC approved the expenditure of $100.00 from its 2011 Budget allocation for the purchase of four tickets to the above-noted event; it being noted that the TFAC have sufficient funds in its 2011 Budget for this expense.

6. (Added) That the Trees and Forests Advisory Committee (TFAC) held a general discussion with respect to the Tree Planting Guidelines, and asked Staff to provide an update on the proposed changes to the Guidelines, at its next meeting.

7. (Added) That the Trees and Forests Advisory Committee (TFAC) heard a verbal update from I. Listar, Manager, Urban Forestry, with respect to the Emerald Ash Borer Strategy.

8. That the Trees and Forests Advisory Committee (TFAC) noted and filed the following:

(a) (1) the 5th and 6th Reports of the Trees and Forests Advisory Committee from its meetings held on May 25, 2011 and June 22, 2011, respectively;

(b) (2) a Municipal Council resolution adopted at its meeting held on June 20, 2011 with respect to the TFAC’s glossary of terms to be included in the orientation packages for the newly appointed TFAC membership;

(c) (3) a Municipal Council resolution adopted at its meeting held on June 20, 2011 with respect to the Urban Forest Effects (UFORE) report;

(d) (4) a Municipal Council resolution adopted at its meeting held on May 31, 2011 with respect the City of London hosting the 2012 Canadian Urban Forest Conference; and,

(e) (7) a communication, dated June 9, 2011, from B. Bergsma, Ecologist Planner, with respect to the OPA #403 Supreme Court decision.

9. That the Trees and Forests Advisory Committee (TFAC) will hold its next meeting on September 28, 2011.

The meeting adjourned at 2:00 p.m.
CELEBRATE THE TREES IN THE FOREST CITY

Wed. September 28th 5pm - 7pm

Join Us At:
Windermere Manor
200 Collip Circle
London, ON, N6G 4L4

Tickets:
Adult: $25 in advance
$35 at the door
Child: FREE (12 yrs. & under)

Featuring...
Photos of London's Most Amazing Trees
Awards Presentation for all categories
Display of Tree Inspired Art
Enjoy Hors d'oeuvres, Live Music and Cash Bar

Questions call:
519-936-9548

Buy tickets online at: reforestlondon.ca

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Report on Tree Watering Alert for TFAC

Over the last 2 years, 2 Tree watering alerts (TWA) have been issued by the City during times of little rainfall and high temperatures. The last TWA was issued on July 13/2011 after 10 days of no rainfall and 18 days of little rainfall combined with unseasonably high temperatures. The TWA was cancelled days after a significant rainfall of 44mm of rain and a forecast of more rain and cooler temperatures. We did have some rainfall previous to this, but it was isolated and high temperatures remained so the TWA was not cancelled earlier. All rainfall statistic are based on the National Climate Data and Information Archive website: http://www.climate.weatheroffice.gc.ca/Welcome_e.html

When the TWA was issued, a media release was issued and added to our website, along with notification on our social network sites Facebook and Twitter. When the TWA was cancelled, another message was put up on our website thanking Londoners along with the same message on Facebook and Twitter, but a formal media release was not issued.

Part of the confusion during this time has been when to cancel the TWA. The document above indicates that a TWA should be cancelled if we have a rainfall of greater than 5mm of rain or several days of light rain. The document above also states that a new tree requires 45 liters of water every 10-14 days. I feel that a mistake was made translating 45 liters of water to mm of rainfall. If 1 liter of water equals 1mm of rainfall, then 45 liters of water should equal 45 mm of rainfall. The above document should be corrected to indicate that a new tree needs 22 mm of rainfall a week or 50 mm of rainfall every 2 weeks. This means that a TWA would not be cancelled until a rain event of at least 22 mm of rain has taken place. The City of London website also indicates that new trees need at least 25 mm of rain per week which is what we based cancelling the TWA on. This correction should follow the rest of the document for deciding when to issue and cancel a TWA.

The following tables show the rainfall for 3 summer months for the last 6 years. As indicated, it is not uncommon to have 25 mm of rain in a week and any weeks falling below this amount of rainfall should be considered to be drought conditions and after 1.5 to 2 weeks without 50 mm of rainfall, a TWA should be issued. The table also indicate when the last TWA occurred and their duration, or approximate duration for last year.

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Meeting held on August 23, 2011, commencing at 4:04 pm.


ALSO PRESENT: R. Oke.

REGrets: W. L. MacKay, and J. E. C. Symons.

I YOUR COMMITTEE RECOMMENDS:

Alternates

1. (Added) That the Animal Welfare Advisory Committee (AWAC) Terms of Reference BE AMENDED to provide for Alternate Voting Members.

II YOUR COMMITTEE REPORTS:

Appropriate Standing Committee for Animal Services

2. That the Animal Welfare Advisory Committee (AWAC) heard a verbal presentation from C. Saunders, City Clerk with respect to the proposed governance structure. The AWAC will prepare a list of services, issues, and initiatives for discussion at the September meeting of the AWAC along with the proposed Terms of Reference; it being noted that the City Clerk will be invited to attend.

Dog Parks Subcommittee

3. (A,7) That the Animal Welfare Advisory Committee (AWAC) held a general discussion with respect to the facilitation of new off leash parks and bylaw enforcement issues in dog parks and neighbourhoods.

Breeders Subcommittee

4. (B,9) That the Animal Welfare Advisory Committee (AWAC) held a general discussion with respect to backyard breeders and puppy mills, noting that the Committee Secretary will provide additional historical background information pertaining to this issue.

Backyard Chicken PPM Submission

5. (8) That the Animal Welfare Advisory Committee (AWAC) held a general discussion with respect to the process to provide feedback for Public Participation Meetings, noting that A. Papmehl submitted a communication to the Community and Neighbourhoods Committee on behalf of the AWAC with respect to backyard chickens.

Strut your Mutt

6. (10) That the Animal Welfare Advisory Committee (AWAC) held a general discussion with respect to the Strut your Mutt event to be hosted in London in 2012.

Super Adoption Day

7. (11) That the Animal Welfare Advisory Committee (AWAC) held a general discussion with respect to Super Adoption Day, noting that a subcommittee will be struck to assist the Civic Administration with the planning of the next Super Adoption Day event.

Dog Muzzle Appeals

8. (Added) That the Animal Welfare Advisory Committee (AWAC) held a general discussion with respect to the hiring of Hearing Officers for dog muzzle appeals. The City Clerk responded to the AWAC’s concerns and will provide an update on the implementation of Hearings Officers.

2011 Budget

9. (Added) That the Animal Welfare Advisory Committee (AWAC) held a general discussion with respect to the 2011 AWAC Budget.
10. That the Animal Welfare Advisory Committee (AWAC) noted and filed the following:

- **7th Report of the AWAC**
  - (a) (1) the 7th Report of the Animal Welfare Advisory Committee from its meeting held on July 26, 2011;

- **Expanding the Scope for Animal Welfare Initiatives**
  - (b) (2) a Municipal Council resolution adopted at its meeting held on July 25, 2011 with respect to expanding the scope for animal welfare initiatives as part of the City’s animal services program;

- **Moving Toward a Sustainable and Integrated Model of Animal Care in London**
  - (c) (3) a Municipal Council resolution adopted at its meeting held on July 25, 2011 with respect to moving towards a sustainable and integrated model of animal care in London;

- **Clause 1 of the 6th Report of the AWAC**
  - (d) (4) a Municipal Council resolution adopted at its meeting held on July 25, 2011 with respect to Clause 1 of the 6th Report of the Animal Welfare Advisory Committee;

- **2012 Budget Development**
  - (e) (5) a communication dated August 11, 2011 from B. Westlake-Power with respect to the 2012 budget development; and,

- **Attendance Requirements AWAC**
  - (f) (6) a communication dated July 26, 2011, with respect to the appointment of J. Symons to the AWAC.

11. That the Animal Welfare Advisory Committee (AWAC) will hold its next meeting on September 27, 2011 at 4:00 p.m.

The meeting adjourned at 7:00 p.m.
August 30, 2011

Chair and Members
Community and Neighbourhoods Committee

Re: Greenway Off-Leash Dog Park Hours

I respectfully request delegation status at the September 13, 2011 Community and Neighbourhoods Committee meeting regarding the Greenway Off-Leash Dog Park hours of operation, it is open year round, from 6 a.m. until 10 p.m. It has been suggested that it opens too early, and the noise is disturbing the neighbours.

I would like to propose that staff review a later opening time, especially on weekends.

Respectfully submitted,

Denise Brown
Councillor, Ward 11
TO: CHAIR AND MEMBERS
COMMUNITY AND NEIGHBOURHOODS COMMITTEE
MEETING ON SEPTEMBER 13, 2011

FROM: WILLIAM COXHEAD, DIRECTOR OF PARKS AND RECREATION
COMMUNITY SERVICES DEPARTMENT

SUBJECT: INTRODUCTION TO THE PARKS AND RECREATION
STRATEGIC MASTER PLAN AND 2009-2010 ACCOMPLISHMENTS

RECOMMENDATION

That, on the recommendation of the Director of Parks and Recreation, with the concurrence of the Executive Director of Community Services, the following report **BE RECEIVED** for information purposes.

PREVIOUS REPORTS PERTINENT TO THIS MATTER

Community Led Park Projects – 2010 Update (June 13, 2011)
Charter for Recreation and Parks in Ontario (August 23, 2010)
Parks and Recreation Strategic Master Plan Update (November 23, 2009)

BACKGROUND

PARKS AND RECREATION IN LONDON

In 2009 the City updated its Parks and Recreation Strategic Master Plan. This Plan provides overall direction and guidance for making decisions about parks and recreation programming, public-use facilities and infrastructure (parks and recreation facilities) and investment in the community. It identifies what the City provides and sets out how we contribute to strengthening neighbourhoods and improving community and personal benefits by creating opportunities for residents to lead healthy, socially-active lives. The Plan guides the work of Parks and Recreation, Neighbourhood and Children’s Services, Parks Planning and Design and Facility Design and Construction divisions.

In 2010 Council endorsed the Ontario Charter for Recreation and Parks that sets out a common vision and community goals to help strengthen community vitality. London is committed to this vision as it reinforces the primary principles of our own Master plan. The Charter states that:

“Everyone in Ontario has a right to quality accessible and inclusive recreation and parks services in their communities – services that are essential for the health of Ontarians, the quality of life in our communities and the sustainability of our environment.”

This vision reinforces the primary principle of our Master Plan that the system affords all Londoners, regardless of age, ability, culture, income or neighbourhood, the opportunity to participate in, and share in the benefits of the City's parks, facilities and recreational opportunities.

PURPOSE OF THIS REPORT

The purpose of this report is to provide City Council with an overview of the Parks and Recreation Strategic Master Plan and to share many of the projects and initiatives that have been undertaken to enhance the value of parks and recreation in our community since the Plan update in 2009.

Following is a brief overview of the System Wide Recommendations (initiatives that cut across all service categories) and the Service Level Recommendations including highlights of key accomplishments. A full list of accomplishments can be found in Appendix A.
It is the intention that future activities and accomplishments of the Master Plan will be shared in yearly reports to Council.

### 2009-2010 HIGHLIGHTS

#### SYSTEM WIDE RECOMMENDATIONS

**Service Excellence**
The Master Plan commits the City of London to service excellence. Civic administration strives to provide and enable programs and services that are meaningful, produce benefit to participants and the community and are delivered effectively with a commitment to continuously improve the level of service.

**Highlights**
- In 2010 Neighbourhood and Children’s Services conducted a program operation and business process review of community centres and senior’s centres in order to improve service delivery and better meet the needs of the community.
- Implementation of the new Pricing Framework for Facility Rentals began in January 2009 with a simplified pricing structure which allowed for consistency in setting rental pricing for gymnasiums and meetings rooms.

**Communications / Engagement**
The Master Plan recognizes that meaningful programs and services cannot be provided without accurate, relevant and accessible information as well as open, regular dialogue with the people in the City. The Plan recommends improvements in ways information is shared, the community is engaged and collaborative opportunities encouraged.

**Highlights**
- Implemented the Minimum Public Notification Requirements and Public Participation Framework for Recreation Facilities and Parks Projects in January 2009. This policy provides clear direction to civic administration on how best to keep the public informed and provide opportunities for participation of stakeholders and residents who may be affected by, or have a vested interest in, a recreation facility or parks project. Since then notification practices have been enhanced and public engagement has improved.
- Several City of London website improvements have been made over the past few years: online booking of tee times, checking of arena availability, new Aquatics webpage, new Neighbourhoods webpage and updated Storybook Gardens webpage. As well a skateboard facebook page was successfully launched in 2009 and is now used as a way to engage users in discussions of design and upgrades of skate parks.

**Access and Equity (Services for All)**
A guiding principle of the Master Plan is Accessibility and Affordability. The City therefore seeks to provide programs, services, facilities and opportunities that are accessible, affordable and inclusive of all residents. The Plan directs staff to address barriers to participation by providing financial subsidies, staff training on inclusion, developing programs that meet the needs of underserved groups.

**Highlights**
- Camps on TRACKS was created by Thames Valley Children’s Centre (TVCC) as a classroom-based peer mediated social skills program and introduced to one City of London day camp in 2010. The program was redeveloped by staff from the City, TVCC, and Fanshawe College, with a recreation program focus. TRACKS teaches peers to successfully interact with campers with Autism Spectrum Disorder (ASD) and other disabilities, along with other social challenges (shyness, children whose first language is not English, etc.) It is essentially a program that teaches children how to be a good friend and improves the social interactions for all campers. Due to the program's success in 2010, all 2011 City summer camp staff and staff from many other camp providers in London were trained on how to run Camps on TRACKS. Fanshawe College is partnering with the City and TVCC to evaluate this program through the summer of 2011.
The City continues to implement new Facility Accessibility Design Standards (FADS) in all upgrades and new development projects at facilities. For example, entry ramps installed in outdoor pool upgrades, updates to change and shower facilities as buildings upgraded, spray pads include pathways for ease of access and fully accessible features.

Social Marketing and Promotion
The Master Plan places high priority on promoting healthy and active lifestyles and communicating the full breadth of parks and recreation opportunities available to residents to engage in active lifestyles.

Highlights

Middlesex-London in motion® is a community-based initiative to promote healthy and active living through communications/social marketing (www.healthylivinginfo.ca), targeted community strategies, building community partnerships and measurement through research and evaluation. The City of London is a key partner in this initiative along with 52 other community organizations. A media campaign in 2010 was launched to promote healthy and active living.

Interpretive signage was installed in Victoria Park to celebrate the long history of the park, from the British Garrison to the first school for children of the underground railway to the Victorian-era development of the park.

Partnerships
The Master Plan reaffirms the City’s holistic approach to service delivery that relies on the abilities and resources of countless community partners and volunteers. The Plan recommends the city continue to encourage partnerships in the future delivery of municipal parks and recreation facilities and services.

Highlights

In 2010, 76 parks projects were successfully completed due to outstanding community support. The total value of cash donations, in-kind donations and volunteer time was over $700,000 with a city investment of only $219,000. A few examples include:

- The Ed Blake Park community raised $38,500 for construction of multi-purpose sports pad as part of Ed Blake Park redevelopment.
- The Kiwanis Club of Forest City-London contributed $92,000 to the Kiwanis Skate Park as well as $33,000 to add additional features to the Medway District Park skateboard park.

Stoney Creek Community City, YMCA and Library is a very successful partnership project that provides an indoor pool, gymnasium, fitness centre, community centre and library.

The City continues to partner with sport organizations to deliver quality venues and services for programming provided by others.

Environmental Stewardship
The City is committed to taking a leadership role in addressing the environmental impact of its operations. Green technologies and design principles should be considered in all projects.

Highlights

Stoney Creek Community Centre, YMCA and Library was designed to achieve a LEED Gold certified green building standard.

Significant energy and water savings are being realized as new construction and lifecycle renewal projects include many “green” technologies – green roof technologies, arena LED lighting replacements, spray pads with water conserving features, self cleaning pool filters in outdoor pools, energy efficient refrigeration and heating systems in arenas, pools and community centres etc.
SERVICE LEVEL RECOMMENDATIONS

Community Investment and Planning
Through investment and community development, the City provides opportunities to build social infrastructure and strengthen London’s neighbourhoods. The city believes strongly in liveable and inclusive communities and recommendations that improve quality of life and strengthen London’s neighbourhoods are found throughout the Master Plan. Continued investment in community development that encourages resident participation and builds strong community leaders and supports families is recommended.

Highlights
The Kipps Lane Strengthening Neighbourhood Strategy is an asset based community development approach undertaken to empower the community to enhance their neighbourhood’s capacity and vibrancy. By giving residents the tools and resources they need by focussing on community development, improved recreation programming and youth mentorship, a strong and focused resident-led group is now undertaking action to improve the Kipps Lane and community area. In Kipps Lane residents are the heart of change.

The Community Services Department and the Child and Youth Network (140 community agencies), have adopted the Active Creative Engaged (ACE) Community Development Toolkit to guide the way we work in the community. This toolkit is a practical guide to community development that recognizes the strength and ability of the community (residents and stakeholders) to create and implement effective, relevant and meaningful initiatives. Training modules have been developed and community partners and City staff from many departments have participated.

In 2010 the City of London was recognized as an Age Friendly City by the World Health Organization. Further work will continue on this initiative in 2011.

Community Programs / Spectrum
Community programs provide individuals, neighbourhoods and the broader community with the opportunity to benefit from recreation participation through delivery of accessible, diverse and affordable physical, arts/culture and special interest recreation and leisure programming. Continual review of interest in programs and new trends is recommended.

Highlights
New recreation and leisure programs were developed for target groups identified in the Master Plan – children, teens, older adults, new immigrants as well as new introductory programs. In 2009 and 2010 new programs included:
- Grey matters memory program for older adults;
- Exercise program for older adults developed in partnership with Canadian Centre for Activity and Aging at UWO;
- Summer Community Connections program begin in 2010 and provides youth (12-15) opportunities to volunteer at community agencies and programs (Food Bank, London Public Library, City of London summer programs) we well as participate in typical camp activities;
- Summer Surprise, in partnership with Lifeskills Centre Inc. provides a day camp for individuals with varying disabilities; and,
- Stride and Glide ice skate program in partnership with LIHC for newcomers.

The City continues to provide over 2,600 registered Spectrum recreation and leisure programs each year at 90 locations, including schools, community centres and through business partnerships. In 2010 registered program and drop-in visits increased. There were a total of 365,000 registered program visits and 481,000 drop-in visits.

Targeted Leader- in-Training (LIT) programs were offered in 10 neighbourhoods typically not represented at teen camps. In 2010, 393 youth participated in LIT programs. Typically 50 to 75% of these youth go on to employment with the City of London.
Community Facilities and Gathering Places (Indoor)
The Master Plan directs the City to continue to build and maintain a clean, safe, usable system of parks and recreation facilities that supports healthy and socially active lifestyles and that contribute to neighbourhoods that are strong, liveable and inclusive. Many facilities projects are identified for construction and/or redevelopment in the Master Plan and as a results of the Infrastructure Stimulus funds 20 parks and recreation projects were able to be advanced.

Highlights

The Stoney Creek Community Centre, YMCA and Public Library opened in the Fall of 2010. A successful partnership project between the City of London, YMCA of Western Ontario and London Public Library provides an indoor pool, gymnasium, fitness centre, community centre and library. Use of the centre has exceeded expectations and the centre is truly functioning as a neighbourhood gathering place.

In June 2009 the Government of Canada, Province of Ontario and City of London announced an economic stimulus fund for infrastructure projects in London. This cost sharing Infrastructure Stimulus Fund (ISF) and Recreational Infrastructure Canada (RInC) Fund allowed several community and recreation facility projects to be advanced in 2009 and 2010:

- Redevelopment of an existing structure into the new Springbank Gardens Community Centre which opened in 2010.
- Redevelopment of the Byron Optimist Community Centre, Medway Community Centre and Boyle Memorial Community Centre.
- Supported the London Optimist in the new BMO Centre for indoor soccer/sports complex converting a former Brownfield site to a vital recreational use in the heart of the city.

Aquatics
Aquatic services provide London families and individuals of all ages with opportunities to participate in unstructured activities and structured swimming programs at indoor and outdoor pools, wading pools and spray pads. The Master Plan recommends the continued provision of these services and further construction of 2 more indoor pools and 5 new spray pads. As well, the Plan recommends investment in educational outreach programs for drowning prevention and water safety.

Highlights

A customer service satisfaction survey was completed and indicated that 97% of users were satisfied with the programs and service. Programs were updated to reflect comments.

- Thames Pool redevelopment was completed in 2010. The renovated pool includes a 50 meter pool plus a beach entry area, with a number of water play features and 5 meter waterslide. Feed back from users has been incredible and use has been high.

- Three new spray pads were constructed in Medway District Park, Ed Blake Park and Oakridge Park as part of larger park redevelopment projects.

- Drowning prevention and water safety continue to be a program priority in aquatics. Over 2,200 Grade 3 students participated in Swim to Survive in 2010. This initiative teaches basic swimming skills. A grant was acquired from Canadian Tire Jump Start program to teach newcomers to London how to swim. Water Smart campaign continues to educate Londoners in and around water through a wide range of programs and school visits.

Parks Planning and Design
The parks and natural areas planning and design service area is part of the City's Planning and Development Division. Recommendations include policy direction for the Official Plan and for council with respect to the provision of parkland and land acquisition priorities. Many lifecycle renewal and growth capital projects and initiatives are recommended in the Plan relating to the Thames Valley Parkway, Open Space Development, District Parks, Neighbourhood parks, Sports parks and specialty parks. Several design related recommendations are also contained in this Master Plan, including the need to incorporate amenities that increase the usability of parks. The majority of the projects are captured in the Community Facilities section below.
Community Facilities (Outdoor)
The Master Plan identifies facility and amenity provision targets for parks and outdoor amenities. In striving to maintain or improve the provision of these amenities a number of projects are recommended. In June 2009, the Government of Canada, Province of Ontario and City of London announced an economic stimulus fund for infrastructure projects in London. The cost sharing Infrastructure Stimulus Fund (ISF) and Recreational Infrastructure Canada (RInC) fund allowed 11 parks and recreation projects to be advanced.

**Highlights**

*Infrastructure Stimulus Funding contributed to 11 parks projects in 2009/2010 including:*
- City-wide Sport Complex – 2 artificial soccer/football fields including landscaping, planting, fencing etc.
- Meredith Park – multi-usage sports pad, pathways, trees, tennis court rehabilitation
- Basil Grover Park fieldhouse
- Ed Blake Park – spraypad, soccer field, playground, fieldhouse,
- Kiwanis Skateboard Plaza and fieldhouse
- McMahon Park – baseball diamond, field house, pathways, significant enhancement to Wolseley skate park Middlesex
- Medway District Park – new skateboard park, spray pad, playground equipment
- Oakridge Optimist Park – conversion of wading pool to spraypad
- Piccadilly Park play structure was replaced and urban plaza constructed
- Thames Valley Parkway projects on the Main and North branches
- Veterans Memorial Parkway enhancement project - 8 new commemorative features and substantial landscape planting have been completed

*Thames Valley Parkway system improvements:*
- Two major links were completed in the Thames Valley Parkway Trail system in 2009 in the new Uplands Community and along the Pincomb Drain.
- In 2010, 12,000 meters of new multiuse pathway was constructed (+3 new pedestrian bridges over Pottersburg Creek) and 1,200 meters of existing TVP was rebuilt.

**Special Events**
The Master Plan recommends continued support of special events which create opportunities for residents and visitors to participate in a variety of cultural, sporting and community events.

**Highlights**

136 special events were held in 2009 and 149 in 2010 with a total participation of over a million individuals. Of special significance was:
- The Olympic Torch Relay Celebration on December 24, 2009 at Victoria Park;
- Inspiring a Dream, a Celebration of London’s Olympic and Paralympic Athletes on June 21, 2010 at the John Labatt Centre; and,
- The Special Olympics competition in July 2010 where more than 1,400 athletes and 1,000 volunteers participated.

A number of large events in city-wide parks and smaller neighbourhood celebrations continue to be supported by City of London.

**Golf**
The Master Plan recognizes the provision of 60 years of providing high quality, accessible, affordable golf experiences for Londoners.

**Highlights**

The City continues to enhance the experience of players and encourages the year-round use of clubhouse and/or course facilities.

The golf business was the subject of a new business plan which focussed on improving the customer experience, increasing participation, revenue generation and marketing.
Storybook Gardens

The Master Plan recognizes Storybook Garden’s vital role in enhancing opportunities for children and families to learn through play and programming.

### Highlights

- **Five new amusement rides were added in 2010, bringing the total to seven. Approximately 150,000 riders used the rides in 2010.**

- Storybook Gardens published its own storybook in 2009, entitled “A Home for Magic”. The storybook serves to anchor Storybook Gardens’ commitment to providing an environment that is supportive of emergent and family literacy. New book-based outdoor education programs were also launched in 2009. Developed by Ontario board-certified teachers, the programs tie together storybooks read aloud in the classroom with multiple intelligence activities delivered at the park.

- **The City will continue to implement the 2007-2010 business plan.**

### LOOKING FORWARD

The Parks and Recreation Strategic Master Plan continues to guide decision making and remains relevant to the ongoing operation and capital planning of the Parks and Recreation and Neighbourhood and Children’s Services Divisions as well as Parks Planning and Design. Upcoming projects and initiatives that will advance recommendations of the plan and include:

- The development of an Age Friendly London Plan will inform usability of parks and facilities as London’s population ages.
- The Spectrum Program Guide Review which is considering efficiencies in use of technology in the registration process, communications/marketing in the community and integration with the Play Your Way marketing and branding.
- Completion of infrastructure projects and grand openings of many projects listed above.
- The East-Southeast Recreation Facility siting project to be completed using a deliberative community engagement approach in soliciting input from residents.
- Continued linkages to other initiatives including: the London Strengthening Neighbourhoods, Strategy, Child and Youth Agenda and Community Engagement policy development.
- Continued development of business plans in specific areas including golf and Storybook Gardens.

### CONCLUSION

The Master Plan, endorsed by Council, recognizes that recreation and parks are essential to the quality of life of our community and are committed to the Vision of the Charter for Recreation and Parks in Ontario. Guided by this Plan, the City will continue to provide opportunities for Londoners to not only lead healthy, socially active lives, but to have Amazing Experiences in our safe, high quality, programs, facilities, parks and trails.
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C. Lynn Loubert, Division Manager, Aquatics, Arenas & Attractions
Scott Stafford, Division Manager, Parks and Community Sports
Paul D'Hollander, Manager, East Area Recreation
Tony Kyle, Manager, West Area Recreation
Andrew Macpherson, Manager, Parks Planning & Design
## Parks and Recreation Strategic Master Plan – Key Accomplishments 2009 and 2010

(*Infrastructure Stimulus Fund (ISF) and Recreational Infrastructure Canada (RInC) Funded Projects)

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| **Service Excellence**  | - Conducted a program operations and business process review of community centers and seniors centers.  
- Improvements to registration processes: Memberships (Golf, Storybook, Community and Senior’s Centres) can now be renewed online, modified the Spectrum registration process to spread first day registrations across 2 days  
- Policy Regarding Alcoholic Beverages at Private Rentals of Recreation and Community Centres (May 2009)  
- Initial investigations to develop a City Sport Strategy  
- Continue to participate in Ontario Municipal Benchmarking Initiative and Municipal Performance Management Program |

| **Communications / Engagement** | - Implementation of the Minimum Public Notification Requirements and Public Participation Framework for recreation facilities and parks projects, initiatives and developments (Jan. 2009).  
- Parks and Recreation Website updates 2010 and continuing in 2011.  
- New Neighbourhoods web site |

| **Access and Equity (Services for All)** | - London was recognized as an Age Friendly City by the World Health Organization in 2010.  
- Seniors Neighbourhood Advisory Committees established in Glen Cairn, Argyle and Central London.  
- Accessibility for Ontarians with Disabilities (AODA) policies were developed to comply with Provincial regulations. All have been provided training in practices.  
- The City continues to implement new Facility Accessibility Design Standards (FADS) in all upgrades and new development projects at its facilities  
- To improve accessibility to recreation and leisure opportunities the City provided financial support for almost 8,900 programs and memberships per year.  
- Advances in inclusion of persons with disabilities by offering such programs as Camps on TRACK and further training for summer camp staff on inclusion.  
- Developed a recreation module for the Healthy Homes program in partnership with Salvation Army, Fanshawe College, London Housing and others.  
- The City dedicates a percentage of time at community centres for low fee/no fee programs or drop-ins and for community use.  
- The City of London continues to increase availability of free programming with community partners in targeted neighbourhood community centres, parks etc  
- Starting in 2011 the City of London will build into its budget dedicated time at community centres where the community can access space free of charge |

Signed Copies are available in the City Clerk's Office.
### Almost 400 youth participated in the Leader in Training courses in 2010. Targeted LIT programs were introduced in 9 neighbourhoods in 2010.
- Tennis and Skatepark monitoring took place in the summer of 2009 to inform usage of sites and priorities for upgrades.
- City Council endorsed a Free Access to Space Policy in 2010 that waives rental fees in community centres for eligible community groups.
- The City of London has undertaken a review of the steps that can be taken to have a community centres act as neighbourhood gathering places.
- The City of London has a number of free access to space agreements for affiliate groups at several city facilities.
- Policy for Waiving Fees for Use of City-Owned Recreation and Community Centres (Sept 2009)

### Social Marketing & Promotion

- Middlesex-London in motion® is a community-based initiative to promote healthy and active living through communications/social marketing ([www.healthylivinginfo.ca](http://www.healthylivinginfo.ca)), targeted community strategies, building community partnerships and measurement through research and evaluation. The City of London is a key partner in this initiative along with 52 other community organizations. A media campaign in 2010 was launched to promote healthy and active living.
- First Spectrum Open House held in 2010.
- The City of London has developed a successful Skateboard Facebook page to promote local neighbourhood skate parks
- Recreation services successfully improve promotion of summer, Christmas and March break camps through the use of sign boards in strategic locations around the city.
- A review of the Spectrum program guide in 2011. Review will include consultation with customers, stakeholders and advertisers as well as a review of the distribution.
- Interpretive signage was installed in Victoria Park to celebrate the long history of the park, from the British Garrison to the Victorian-era development of the park.

### Partnerships

- The City of London currently maintains Purchase of Service Agreements with community partners that deliver programs and services.
- The City of London, Recreation Services has a joint use agreement with the 2 local school boards in an effort for the community to access space at local schools for community programming
- Through the Child and Youth Network, City staff and community partners are working with local school boards to improve access to school spaces and ensure schools are open to the public.
- The Stony Creek Community Centre, YMCA and Public Library opened in the Fall of 2010. A successful partnership project between the City of London, YMCA of Western Ontario and London Public Library provides an indoor pool, gymnasium, fitness centre, community centre and library.
- In 2009 community projects included: Piccadilly Park addition of play equipment and benches, the Bereaved Families of Ontario “secret garden” in Springbank Park and improvements in Carriage Hill Park. In total $759,411 in donations were made under this program.
- In 2009, community planting projects were continued with Scout Trees and the Upper Thames River Conservation Authority community planting program, Friends of Stoney Creek and ReForest London. Close to 8,000 volunteers across the city came out to make a difference, planting a total of 10,507 native trees and shrubs.
In 2010, 76 parks projects were successfully completed due to outstanding community support. The total value of cash donations, in-kind donations and volunteer time was over $700,000 with a city investment of only $219,000 representing at least a 3:1 return on capital investment.

**Environmental Stewardship**

- Lifecycle renewal projects for city facilities include many “green” technologies – arena lighting replacements, spray pad water conservation systems, energy efficient refrigeration and heating systems in arenas, pools and community centres
- Stoney Creek Community Centre, YMCA and Library was designed to achieve a LEED Gold certified green building
- Promoted the use of tap water via “The Clear Choice - London's Tap Water” promotion and installed water bottle refill stations at many facilities (arenas, community centres) and at Victoria Park
- Piloting the use of sustainable technologies and programs in City facilities, such as LED lighting and ground-sourced heat pumps for heating & air conditioning
- Green Roof technology was installed at the new Ed Blake Park fieldhouse and Stoney Creek Community Centre, YMCA and Library.
- Two new self cleaning pool filters were installed at Northeast and Gibbons pools – a significant water savings will be realized
- Ed Blake Park spraypad was designed with water conserving features - run times were shortened on all spray pads to reduce water use
- The City Parks Planning reported on Trail Planning for ESAs to Council in 2010, this report will be finalized in 2011
- Parks Planning recommended to Council in 2010 that ESAs be removed from the Parks category in the Official Plan and be located under Natural Heritage. An Official Plan Amendment will be brought forward in 2011.
- Results from the Urban Forest Model project were made available in 2009/2010 and is expanding awareness of the environmental benefits of forested areas and tree cover.
- The city purchased the East Cove Woods property (14 Ha) in the Coves ESA/subwatershed in response to community concern over lack of access to the ESA and historic interest and use.
- Environmental Programs staff are working with Friends of the Coves to promote the Coves ESA, its environment and community values and the wise stewardship options available to residents. This is a model that could be followed for other parks and ESAs.
- Coves sub-watershed pilot project promotes the Coves ESA through a variety of educational and awareness programs sponsored by the City.
- An updated trail Master Plan was initiated for Medway Valley ESA North

**SERVICE LEVEL RECOMMENDATIONS**

- Development of the London Strengthening Neighbourhoods Strategy. A dedicated group of residents continue to implement the plan. Many projects overlap with recommendations in the Master Plan.
- The Child and Youth Network continues to implement its 3 year plan with concentration in the areas of Ending Poverty, Improving Literacy and Healthy Eating/Healthy Physical Activity. London System Reengineering began to examine how to improve services for children, youth and families at the neighbourhood level.
The Community Services Department and the Child and Youth Network (140 community agencies), have adopted the Active Creative Engaged (ACE) Community Development Toolkit to guide the way we work in the community. This toolkit is a practical guide to community development that recognizes the strength and ability of the community (residents and stakeholders) to create and implement effective, relevant and meaningful initiatives. Training modules have been developed and community partners and City staff from a many departments have participated.

Community Gardens Review in Spring 2010 contains recommendations related to management of the gardens.

The Kipps Lane Strengthening Neighbourhood Strategy is an asset based community development approach undertaken to empower the community to enhance their neighbourhood’s capacity and vibrancy. By giving residents the tools and resources they need by focussing on community development, improved recreation programming and youth mentorship, a strong and focused resident-led group is now undertaking action to improve the Kipps Lane and community area. In Kipps Lane residents are the heart of change.

In 2010 the City of London was recognized as an Age Friendly City by the World Health Organization. Further work will continue on this initiative in 2011.

Community Programs / Spectrum

- Provide over 2,600 registered Spectrum recreation and leisure programs each year at 90 locations, including schools, community centres and through business partnerships.
- In 2010 registered program and drop-in visits increased. There were a total of 365,000 registered program visits and 481,000 drop-in visits.
- Overall Spectrum program customer satisfaction increased in 2010 to 97% from 87% in 2009
- New recreation programs were developed for target groups identified in the Master Plan - children, teens, older adults, new immigrants as well as new introductory programs. Program examples include:
  - Grey matters memory program;
  - Exercise for older adults;
  - Summer Community Connections program for youth;
  - Skating program for newcomers; and,
  - Introductory program focus in yoga and martial arts
  - Stride and Glide ice skate program in partnership with London Intercommunity Health Centre for newcomers

Community Facilities & Gathering Places (Indoor)

- The Stoney Creek Community Centre, YMCA and Public Library opened in the Fall of 2010. A successful partnership project between the City of London, YMCA of Western Ontario and London Public Library provides an indoor pool, gymnasium, fitness centre, community centre and library.
- *Redevelopment of an existing structure into the new Springbank Gardens Community Centre which opened in 2010. Provided much needed community space in an underserved area of the city.
- *Redevelopment of the Byron Optimist Community Centre, Medway Community Centre and Boyle Memorial Community Centre vastly improved community space in all three neighbourhoods.
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- “Supported the London Optimist in the new BMO Centre for indoor soccer/sports complex converting a former Brownfield site to a vital recreational use in the heart of the city. It is estimated that the new facility will be used by over 500 teams, playing in kids, men's, women's and mixed soccer leagues, with more than 600,000 people passing through its doors each year. An elevated walking track will broaden the usage of the facility giving parents and seniors a year round venue for activity.”

**Aquatics**

- Thames Pool redevelopment was completed in 2010. The renovated pool includes a 50 meter pool plus a beach entry area, with a number of water play features and a 17’ waterslide. Feed back from users has been incredible and use has been high.
- Gibbons (reopened in 2010), Northeast (reopening in 2011) and Southcrest outdoor pool lifecycle renewal projects.
- In keeping with the Master Plan recommendation that wading pools be eliminated in favour of other park amenities the wading pools at Doidge Park and Kiwanis park were removed. Oakridge Optimist Park wading pool was replaced with a spray pad.
- The recommendation to build at least 5 more spray pads in underserved parts of the community allowed 3-new spray pads to be constructed in Medway District Park, Ed Blake Park and Oakridge Park.
- A customer service satisfaction survey was completed and indicated 97% of users were satisfied. Programs were updated to reflect comments where possible.
- Over 2,200 Grade 3 students participated in Swim to Survive in 2010. This initiative teaches basic swimming skills.
- A grant was acquired from Canadian Tire Jump Start program to teach newcomers to London how to swim.
- Water Smart campaign continues to educate Londoners in and around water through a wide range of programs and school visits.

**SUMMARY Parks Pl & Design**

- A total of 52 hectares of new parkland was assumed in 2010 and includes Paul Haggis and Beaverbrook Neighbourhood Parks and Riverbend District Park
- 10 new Woodlots/Open Spaces were assumed (6<39 acres and 4 >40 acres)
- The City of London assessed the concept that more popular trails have separate pedestrian and cycling trails (as long as the Environmentally Significant Areas are not jeopardized) and implement in high volume areas where there is room to allow for 2 trails
- The City parks planning design standards are being reviewed to permit smaller urban parks; several are being planned in new subdivisions (Talbot Village, Richmond North).
- Two new urban plazas were constructed at Doidge Park and Piccadilly Park
- The City of London maintains an inventories of available park space (available on CityMap) and identifies gaps based on 3 hectares/1,000 people
- New parkland dedication policies were developed that ensure adequate amounts of parkland are set aside in all new subdivisions
- The Thames Valley Corridor Plan is soon to be finalized and there are many recommendations related to signage, connectivity, development standards, development of a River Stewardship program etc.
The City has launched an updated Commemorative Program in 2010 to encourage donations towards naturalization projects, trees, benches or large-scale park features. Donors to the Graham Arboretum are recognized on the memory wall located in Springbank Park.

<table>
<thead>
<tr>
<th>Community Facilities (Outdoor)</th>
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<tbody>
<tr>
<td>*City-wide Sport Complex – 2 artificial soccer/football fields including landscaping, planting, fencing etc.</td>
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<tr>
<td>*Meredith Park – multi-use sports pad, pathways, trees, tennis court rehabilitation</td>
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<tr>
<td>*Basil Grover - fieldhouse</td>
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<tr>
<td>*Ed Blake Park – spray pad, soccer field, playground and fieldhouse. The Ed Blake Park community raised $38,500 for construction of multi-purpose sports pad as part of Ed Blake Park redevelopment.</td>
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<tr>
<td>*Kiwanis Skateboard Plaza and fieldhouse.</td>
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<tr>
<td>*McMahon Park – baseball diamond, field house, pathways, significant enhancement to Wolseley skate park (received funding from Kiwanis Club of London and Middlesex)</td>
</tr>
<tr>
<td>*Medway District Park – new skate park, spray pad, playground equipment. The Kiwanis Club of Forest City-London contributed $33,000 to add additional features to the skateboard park</td>
</tr>
<tr>
<td>*Oakridge Optimist Park – conversion of wading pool to spray pad</td>
</tr>
<tr>
<td>*Piccadilly Park play structure was replaced and urban plaza constructed</td>
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<tr>
<td>*Thames Valley Parkway projects on the Main and North branches</td>
</tr>
<tr>
<td>*Veterans Memorial Parkway enhancement project - 8 new commemorative features and substantial landscape planting have been completed</td>
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<tr>
<td>New playgrounds were built in 14 parks in the past 2 years</td>
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<tr>
<td>Two new neighbourhood parks were built in 2009: Capulet Park with a playground, basketball court, adult exercise stations and a loop pathway around the park Stephens Farm Park has a playground, mini-soccer pitches and pathway.</td>
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<tr>
<td>Six new field houses constructed.</td>
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<tr>
<td>New sports fields built in 5-parks.</td>
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<tr>
<td>Redevelopment of Doidge Park and construction of urban plaza.</td>
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<tr>
<td>St. Julien Park skate park was constructed improving the current supply to 10 skate parks</td>
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<tr>
<td>In 2009 Springbank Park saw numerous improvements including a new all-season washroom replacing two smaller out-dated facilities. Internal roadways and pathways were realigned to eliminate cars from the Thames Valley Parkway along the river near the dam. The construction of the Memory Wall in the Graham Arboretum was completed.</td>
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<tr>
<td>In Victoria Park a new stone gateway was installed through partnership with the London Home Builders Association and upgrades to the skate plaza and bandshell were completed</td>
</tr>
<tr>
<td>The grand opening of the Walter Blackburn Memorial Fountain at the Forks of the Thames occurred in May 2009.</td>
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<td>In 2009 there were 5 new Community Gardens developed in City parks.</td>
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<td>Agenda Item #</td>
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<tr>
<td>Two major links were completed in the Thames Valley Parkway Trail system in 2009 in the new Uplands Community and along the Pincomb Drain.</td>
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<tr>
<td>In 2010, 12,000 meters of new multiuse pathway was constructed (+3 new pedestrian bridges over Pottersburg Creek) and 1,200 meters of existing TVP was rebuilt.</td>
</tr>
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</table>

**Sports Services**
- Gender Analysis of Parks and Recreation Facility Allocation and Program Participation (July 2010).
- *Supported the London Optimist in the new BMO Centre for indoor soccer/sports complex converting a former Brownfield site to a vital recreational use in the heart of the city.*
- Online arena availability can now be done online.
- Baseball and football communities were brought together to discuss field needs in 2010.
- Several upgrades were made to Labatt Park including an upgraded infield and scoreboard.

**Special Events**
- 136 special events were held in 2009 and 149 in 2010 with a total participation of over a million individuals. Of special significance was:
  - The Olympic Torch Relay Celebration on December 24, 2009 at Victoria Park;
  - Inspiring a Dream, a Celebration of London’s Olympic and Paralympic Athletes on June 21, 2010 at the John Labatt Centre; and,
  - The Special Olympics competition in July 2010 where more than 1,400 athletes and 1,000 volunteers participated.
- A number of large events in city-wide parks and smaller neighbourhood celebrations continue to be supported by City of London.

**Golf**
- The City continues to enhance the experience of players and encourages the year-round use of clubhouse and/or course facilities.
- The golf business was the subject of a new business plan which focussed on improving the customer experience, increasing participation, revenue generation and marketing.
- To encourage the year round use of the clubhouse, virtual golf was installed in the Thames Clubhouse in 2009.

**Storybook Gardens**
- In accordance with the Storybook Gardens business plan task force recommendations, twenty-six wildlife and large domestic animals have been transferred to other facilities, reducing the size of the Storybook Gardens zoo to a total of 18 animals representing 9 wildlife species.
- Five new amusement rides were added in 2010, bringing the total to seven. Approximately 150,000 riders used the rides in 2010.
- Storybook Gardens published its own storybook in 2009, entitled “A Home for Magic”. The storybook serves to anchor Storybook Gardens’ commitment to providing an environment that is supportive of emergent and family literacy.
- New book-based outdoor education programs were launched in 2009. Developed by Ontario board-certified teachers, the programs tie together storybooks read aloud in the classroom with multiple intelligence activities delivered at the park.
- Professional storytellers are booked for storytelling presentations on a weekly basis throughout the summer season to support the growth of literacy through oral storytelling for the entire family.
- New raised bed teaching gardens were planted in 2010 to provide children with hands-on learning opportunities to connect with locally grown food and to learn the story of where food comes from, in support of the CYA Healthy Eating and Healthy Physical Activity Initiative.
August 18, 2011

Corporation of the City of London
Attention: Mayor Joe Fontana
300 Dufferin Ave.
P.O. Box 5035
London, ON N6A 4L9

Dear Mayor Fontana;

Re: Letter of Support

On behalf of the London Block Parent® Program Board of Directors, staff and all of London’s Block Parent® volunteers, we wish to update you on the activities of the London Block Parent® Program and request a letter of support.

As we are sure you are aware, London is the birthplace of the Block Parent® Program and the City of London has been a long standing core funder and supporter of our mission. We have recently upgraded our program screening and approval policies and administration, and we’ve introduced a new Block Parent® sign with improved security and tracking features. Our goal is to build the numbers of safe havens in each London neighbourhood. The most important aspect of our mission is to provide supportive street-proofing and stranger danger education and our success in this continues to grow.

With the help of the Community Service Innovation fund in 2010, we implemented the Business Block Parent® Program in order to expand our reach in communities where residential Block Parent® homes may not be found. Our newest venture will be launched in September 2011. We will be working with elementary schools to coordinate “Walking School Buses” and to engage parents or active seniors as Block Parent® volunteer “Block Walkers” to walk with children to and from school for added safety for our students.

A letter of support for the activities of our Program would be appreciated for future funding, partnership and sponsorship opportunities.

We are pleased to be actively working toward the goals of the City’s Strengthening Neighbourhood Initiative (Safety Committee) and the Community Safety & Crime Prevention Advisory Committee. Our missions align to engage citizens to ensure that London remains a safe place to live, work and play.

Respectfully submitted,

Kelly Balderston, Gail McMahon
Chairperson Executive Director

WEBSITE: www.london.ca/blockparent
From: cheffer
Sent: Friday, July 08, 2011 12:09 PM
To: Mercier, Betty
Subject: Lyme disease delegation

Attention City Clerk;

My name is Christine Heffer. I live in Corunna, Ontario. I am requesting that the City of London support the Lyme disease petition endorsed by MPP Bob Bailey and would like to speak before the council at the Aug 16/2011 meeting.

Lyme disease is transmitted by a bite from a deer tick which results in a systemic infection of the body similar to syphilis if not treated quickly. Lyme disease is the fastest growing infectious disease in North America with the CDC in the US estimating 400 000 people infected annually. Studies have shown that Lyme disease is increasing in Ontario especially Southern Ontario.

Presently in Ontario if a person contracts Lyme disease a chronic illness is likely to develop due to lack of awareness and education and poor testing. The petition’s goals include improving public awareness through public health, education for physicians on diagnosis and treatment, replacing faulty testing and committing the public health system to provide treatment of Lyme disease in Ontario.

Lyme disease if not treated early has a staggering effect on society. People become disabled resulting in loss of productivity and revenue, increased medical needs and a reliance on social services. As this disease infects more people the strain on communities throughout Ontario will be enormous. This petition hopes to stem the spread of the disease and lessen the effects on society.

In closing as a person who has Lyme disease contracted here in Ontario, I would like to say that I have personal knowledge of how hard it is to get diagnosed, how poor the testing is and the complete lack of medical help available in Ontario. This is a horrific disease that needs the attention of all levels of government. Included in the packet is information on Lyme disease and a copy of the petition.

Sincerely;

Christine Heffer
486 Alderbury Cres.,
Corunna, Ontario
(519)481-0972
LYME DISEASE INFORMATION

- Lyme disease is transmitted by the bite of a tick infected with Borrelia burgdorferi and results in a systemic infection similar to syphilis
- Many pathogens can be transmitted by one bite
  - ANAPLASMOSIS, BABESIOSIS, EHRLICHIOSIS, RICKETTSIA ROCKY MOUNTAIN SPOTTED FEVER (RMSF), STARI, TULAREMIA, BARTONELLA AND MANY MORE
- Lyme disease is the fastest growing infectious disease in North America with an estimated 400,000 cases per year in the US
- Lyme disease has been shown in studies to be increasing across Ontario especially in Southern Ontario
- Everyone is at risk especially children (age 2-14 highest risk group)
- Lyme disease is can be found everywhere, at parks, in yards, in gardens as ticks are transmitted by birds
- Public awareness, testing and treatment for this disease is poor
- If not caught early Lyme disease becomes chronic and incurable requiring long term treatment much like AIDS does
- A person infected with Lyme disease often becomes total disabled
- The far reaching effects of this disease on our communities include loss productivity, loss tax revenue, increased medical costs and increased burden on social services
- The Lyme bacteria has been found in semen
  - RECOVERY OF LYME SPIROCHETES BY PCR IN SEMEN SAMPLES OF PREVIOUSLY DIAGNOSED LYME DISEASE PATIENTS
    Dr. Gregory Bach, Do.O., P.C. 2415 North Broad Street, Colmar, PA 18915
- Lyme disease can be passed Congenitally
- Tick borne diseases transmitted by blood
  - Transfusion-transmitted tick-borne infections: a cornucopia of threats. Leiby DA, Gill JE. Department of Transmissible Diseases, American Red Cross Holland Laboratory, Rockville, MD 20855, USA. Transfus Med Rev. 2004 Oct;18(4):293-306
INFORMATION ON TESTING

- In Ontario we use a 2 tiered testing system for Lyme disease
- 1st tier is the ELISA test (Enzyme-linked immunosorbent assay)
- 2nd tier is the WESTERN BLOT
- A person must receive a positive on the ELISA to move on to the WESTERN BLOT
- ELISA has been shown in numerous scientific studies to be faulty (references to some studies and a complete study to follow)

**IMPORTANT TO NOTE ABOUT THE TESTING IN THE ACUTE FORM OF LYME DISEASE**
- It takes a person 4-6 weeks to develop antibodies to the bacteria (this is what the ELISA measures)
- If the person receives antibiotics early in the infection the body often will not mount a strong antibody reaction due to the antibiotics killing the bacteria
- Often the ELISA test will come back negative for said patients early in the infection yet doctors are relying on the test and tell patients that they do not have Lyme disease based on this test yet the person could very well be infected and is now not receiving treatment
REFERENCES ON LYME DISEASE

Scientific Studies on the faultiness of the ELISA test used for testing for Lyme in Ontario


Studies on the spread of Lyme disease throughout Canada and Ontario

1. Birds Disperse Ixodid (Acari: Ixodidae) and Borrelia burgdorferi-Infected Ticks in Canada Authors: Scott, John D.; Fernando, Keerthi; Banerjee, Satyendra N.; Durden, Lance A.; Byrne, Sean K.; Banerjee, Maya; Mann, Robert B.; Morshed, Muhammad G. Source: Journal of Medical Entomology, Volume 38, Number 4, July 2001 , pp. 493-500(8)


3. The rising challenge of Lyme borreliosis in Canada, Canada Communical Disease Report1 January 2008 Volume 34 Number 01 NH Ogden, DPhil, (1), LR Lindsay, PhD, (2), M Morshed, PhD, (3), PN Sockett, PhD, (4), H Artsob, PhD, (2)

Large differences between test strategies for the detection of anti-\textit{Borrelia} antibodies are revealed by comparing eight ELISAs and five immunoblots

C. W. Ang · D. W. Notermans · M. Hommes · A. M. Simoons-Smit · T. Herremans

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Abstract We investigated the influence of assay choice on the results in a two-tier testing algorithm for the detection of anti-\textit{Borrelia} antibodies. Eighty-nine serum samples from clinically well-defined patients were tested in eight different enzyme-linked immunosorbent assay (ELISA) systems based on whole-cell antigens, whole-cell antigens supplemented with VlSE and assays using exclusively recombinant proteins. A subset of samples was tested in five immunoblots: one whole-cell blot, one whole-cell blot supplemented with VlSE and three recombinant blots. The number of IgM- and/or IgG-positive ELISA results in the group of patients suspected of \textit{Borrelia} infection ranged from 34 to 59%. The percentage of positives in cross-reactivity controls ranged from 0 to 38%. Comparison of immunoblots yielded large differences in inter-test agreement and showed, at best, a moderate agreement between tests. Remarkably, some immunoblots gave positive results in samples that had been tested negative by all eight ELISAs. The percentage of positive blots following a positive ELISA result depended heavily on the choice of ELISA–immunoblot combination. We conclude that the assays used to detect anti-\textit{Borrelia} antibodies have widely divergent sensitivity and specificity. The choice of ELISA–immunoblot combination severely influences the number of positive results, making the exchange of test results between laboratories with different methodologies hazardous.

Introduction

Lyme disease is caused by \textit{Borrelia} spp. In Europe, infection is mostly caused by \textit{B. afzelii} and \textit{B. garinii}, while in the United States, \textit{B. burgdorferi sensu stricto} is the causative agent [1]. Lyme disease manifests in a myriad of clinical ways, including erythema migrans, arthritis, carditis and neuroborreliosis [1]. Extracutaneous Lyme disease requires laboratory confirmation by culture, polymerase chain reaction (PCR) or antibody determination [2, 3]. Culture is only available in a limited number of laboratories, and the value of PCR in the diagnosis of various forms of Lyme disease is of limited use [2, 3]. Therefore, serological assays are the main method used to diagnose extracutaneous forms of Lyme disease.

Current guidelines for the diagnosis of Lyme disease include a two-tier testing algorithm [2, 3]. First, an enzyme-linked immunosorbent assay (ELISA) is performed, followed by the confirmation of positive ELISA results with an immunoblot. This two-step procedure was initiated because first-generation ELISAs for the detection of anti-\textit{Borrelia} antibodies lacked specificity. The inclusion of a second, more specific, serological method made it possible to exclude false-positive ELISA samples [2, 4].

Many diagnostic assays are currently commercially available, and manufacturers have developed them to increase their sensitivity and specificity. During the last decade, assays using a peptide from the sixth invariant region (C6) of the variable major protein-like sequence-expressed (VlSE) of \textit{B. burgdorferi} have been shown to be promising [5, 6]. Laboratories can choose between ELISAs and immunoblots using sonicated whole-cell antigens, whole-cell antigens combined with recombinant antigens (VlSE C6 peptide) and exclusively recombinant antigens. Due to this array of serological tests, there are an almost
indefinite number of possible combinations between ELISA and immunoblot in a two-tier testing scheme. Comparing anti-\textit{Borrelia} test results between laboratories and studies may be impossible if tests with widely diverging sensitivities and specificities are used [7].

The aim of the present study was to compare a wide range of ELISA assays and immunoblots, based on either whole-cell or recombinant antigens, for detecting anti-\textit{Borrelia} antibodies. We also aimed to investigate the influence of assay choice on results in a two-tier testing algorithm (ELISA followed by immunoblot). Therefore, we tested serum samples in eight ELISA systems and five immunoblots, covering the entire spectrum of native and recombinant antigens.

**Patients and methods**

**Patients**

Serum samples were selected from 89 clinically well-defined individuals. Fifty-nine samples were from patients suspected of \textit{Borrelia} infection (skin manifestations, \(n=8\); neurological symptoms, \(n=26\); arthritic symptoms, \(n=11\); ocular symptoms, \(n=4\); other, \(n=10\)). Fourteen samples were from healthy controls and 16 came from patients with a high possibility for cross-reacting antibodies (syphilis patients, \(n=10\); \textit{Mycoplasma pneumoniae}-infected patients based on symptoms consistent with \textit{M. pneumoniae} infection and a positive result for anti-\textit{M. pneumoniae} IgM and IgG with a Virion/Serion ELISA, \(n=6\)).

**Methods**

Serum samples were tested in eight different ELISA systems. Three assays were based on sonicated whole-cell antigens (Diacheck/Moran anti-\textit{Borrelia}, VIDAS and Virion/Serion ELISA Classic \textit{Borrelia burgdorferi}), three assays with sonicate whole-cell antigens supplemented with VlsE for IgG anti-\textit{Borrelia} antibodies (Dade Behring Enzygnost Lyme link VlsE, Euroimmun Anti-\textit{Borrelia} plus VlsE ELISA and Genzyme Virotech \textit{Borrelia afzelii}+VlsE ELISA) and two assays using recombinant proteins (Immunetics C6 Lyme ELISA Kit and Mikrogen recomWell \textit{Borrelia}). A subset of samples from 31 patients suspected of \textit{Borrelia} infection were also tested in five different immunoblots. This group consisted of the following patients: skin manifestations, \(n=3\); neurological symptoms, \(n=15\); arthritic symptoms, \(n=6\); ocular symptoms, \(n=2\); other, \(n=5\). One whole-cell blot (home-made using \textit{B. afzelii} strain A39 cell sonicate, RIVM), one whole-cell blot supplemented with VlsE (Viramed \textit{Borrelia} “MiQ”+VlsE ViraBlot) and three recombinant blots (Euroimmun Eu ropeLine-RN-AT, Mikrogen recom

Line \textit{Borrelia} and Genzyme Virotech \textit{Borrelia Europe Line}). A total of 31 samples were tested in all immunoblots.

Manufacturer-suggested cut-off levels and interpretation criteria were used for the ELISAs and immunoblots. Statistical analysis was performed using SPSS version 16.0 (SPSS Inc., Chicago, IL, USA).

**Results**

As expected, there was considerable discordance between the eight ELISAs. We tested 89 samples from patients and controls on all eight ELISAs. Of the complete set of serum samples, 35/89 (39%) were negative in all assays, while 16/89 (18%) were positive in all assays. The remaining 38/89 (43%) samples were positive in one to seven ELISAs.

In the 59 patients that were suspected of \textit{Borrelia} infection, we observed a wide range of positive results, with percentages of positive ELISAs varying between 34 and 61% (Table 1). We did not observe a relation between the fraction of positive results and the nature of antigen used for the ELISA. The specificity of the ELISAs also varied widely. Although we had only small numbers of positive tests in healthy controls, some ELISAs produced up to 38% of positive tests in the cross-reactivity group (syphilis and \textit{M. pneumoniae}-infected patients).

We aggregated results from the IgM and IgG tests and assessed them using a kappa statistic to determine agreement between the ELISAs. The kappa values ranged from 0.41 (moderate agreement) to 0.79 (substantial to good agreement), emphasising the differences between the ELISAs (Table 2). The choice of antigen does not seem to influence the level of agreement. Even the lowest kappa values were observed between two ‘whole-cell+VlsE’ ELISAs (0.43).

We tested a subset of 31 serum samples from patients suspected of \textit{Borrelia} infection in all five immunoblots. Samples were from patients with positive and negative ELISA results, allowing us to investigate the specificity of the immunoblots. In general, we observed a much lower agreement for the immunoblots than for the ELISAs. Kappa values ranged from 0 (poor agreement) to 0.84 (good agreement), indicating that, for many samples, the outcome of the immunoblot is highly dependent on the choice of manufacturer (Table 3). Inter-blot agreement was disappointingly low for IgM and much higher for IgG (Table 3). Interestingly, recombinant blots did not have a higher agreement than whole-cell blots, and there was limited agreement even between recombinant blots. The highest agreement was for the home-made whole-cell blot with the Mikrogen recombinant blot. Additional analysis on the individual band level revealed similarly poor agreement, even in immunoblots containing recombinant antigens.
When performing eight different ELISAs and five different blots, there are 40 possible ELISA–blot combinations. Thirty-one samples were tested in all 40 combinations. A score of 0 indicates a negative result in all ELISAs and all blots, while a score of 40 indicates a positive result in all ELISAs and all blots. A score between 0 and 40 indicates that not all possible combinations yielded a positive result (i.e. disagreement between various ELISA–blot combinations). Of this small sample cohort, 20/31 (65%) had either a score of 0 or 40, indicating perfect agreement, irrespective of the ELISA–blot combination used. Discordant interpretations were generated in the other 35% of samples.

The influence of assay choice is further illustrated by investigation of the relationship between each ELISA and the fraction of positive blots. Surprisingly, we found anti-*Borrelia* immunoblot reactivity in samples that were negative in all eight ELISAs. These are samples that normally would not have been tested in immunoblots. Again, this was not dependent on the nature of the antigen used for the immunoblot. For the Euroimmun immunoblot, 4/11 (36%) of the ELISA-negative samples were blot-positive. Some immunoblots also seem to lack sensitivity, since samples that were positive in six to all eight of the tested ELISAs remained negative in all immunoblots. Some of these samples were from Lyme disease patients with a short duration of symptoms, confirming that ELISAs may have a higher sensitivity than immunoblots during the early phase of a *Borrelia* infection.

For some ELISA–blot combinations, only about half of the ELISA-positive samples could be confirmed by immunoblot (e.g. VIDAS ELISA–Virotech immunoblot, Table 4). The quality of the other ELISAs was so high that the majority of ELISA-positive samples were confirmed with immunoblots (e.g. Diacheck/Moran and Enzygnost ELISAs). When taking into account the lack of specificity of a number of the immunoblots, it is clear that the combination of a non-specific ELISA with a non-specific blot will lead to a high fraction of presumably false-positive test results.

The ELISA test value is the final factor influencing the fraction of positive confirmatory blots. Figure 1 depicts an example—values for the VIDAS and Immunetics C6 Lyme ELISA according to the immunoblot results of a whole-cell blot (home-made) and a recombinant blot (Mikrogen). For the VIDAS–home-made blot combination, it is difficult to indicate a cut-off value for the VIDAS ELISA with a good separation between blot-positives and blot-negatives. When using the Immunetics ELISA as a screening tool, it becomes clear that, irrespective of the blot method used,
samples with an index >4 are almost always blot-positive. These characteristics make it possible to define groups of ELISA-positive serum samples that do not need immunoblot confirmation.

**Discussion**

We studied the influence of the choice of detection method on the results of *Borrelia* serology. We found that *Borrelia* ELISAs and immunoblots for detecting anti-*Borrelia* antibodies have widely divergent sensitivity and specificity, and that immunoblots generally show limited agreement. Analysis of a large number of ELISA–immunoblot combinations revealed large differences between various test strategies in a two-tier testing algorithm. Although we only studied a limited number of serum samples, our extensive approach allowed us to draw several conclusion based on our observations.

Theoretically, the use of recombinant antigens should lead to increased specificity and, possibly, increased sensitivity as well. This does not seem to be true for the currently available ELISAs and immunoblots for the detection of anti-*Borrelia* antibodies. We could not find a clear relationship between the fraction of positive tests, the specificity and the nature of the antigen used for the serological tests. ELISAs using sonicated whole-cell antigens can be sensitive and specific, while recombinant ELISAs may lack specificity. Therefore, manufacturer claims for the superior performance of assays using

### Table 4 Fractions of blot-confirmed samples for 40 ELISA–immunoblot combinations

<table>
<thead>
<tr>
<th>ELISA manufacturer</th>
<th>Antigen used for ELISA</th>
<th>Number of positive samples in ELISA/total number of samples</th>
<th>Blot type</th>
<th>Home-made</th>
<th>Virablot</th>
<th>Euroimmun</th>
<th>Mikrogen</th>
<th>Virotech</th>
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<tbody>
<tr>
<td>Diacheck/Moran</td>
<td>Whole-cell</td>
<td>12/31</td>
<td>Whole-cell</td>
<td>11/12 (92%)</td>
<td>9/12 (75%)</td>
<td>11/12 (92%)</td>
<td>12/12 (100%)</td>
<td>9/12 (75%)</td>
</tr>
<tr>
<td>VIDAS</td>
<td>Whole-cell</td>
<td>19/31</td>
<td>Whole-cell</td>
<td>11/19 (58%)</td>
<td>12/19 (63%)</td>
<td>13/19 (68%)</td>
<td>14/19 (74%)</td>
<td>10/19 (53%)</td>
</tr>
<tr>
<td>Virion/Serion</td>
<td>Whole-cell</td>
<td>15/31</td>
<td>Whole-cell</td>
<td>11/15 (73%)</td>
<td>11/15 (73%)</td>
<td>13/15 (87%)</td>
<td>12/15 (80%)</td>
<td>9/15 (60%)</td>
</tr>
<tr>
<td>Enzygnost</td>
<td>Whole-cell+VlsE</td>
<td>12/31</td>
<td>Whole-cell+VlsE</td>
<td>11/12 (92%)</td>
<td>10/12 (83%)</td>
<td>10/12 (83%)</td>
<td>12/12 (100%)</td>
<td>10/12 (83%)</td>
</tr>
<tr>
<td>Euroimmun</td>
<td>Whole-cell+VlsE</td>
<td>14/31</td>
<td>Whole-cell+VlsE</td>
<td>11/14 (79%)</td>
<td>11/14 (79%)</td>
<td>12/14 (86%)</td>
<td>12/14 (86%)</td>
<td>9/14 (64%)</td>
</tr>
<tr>
<td>Virotech</td>
<td>Whole-cell+VlsE</td>
<td>17/31</td>
<td>Whole-cell+VlsE</td>
<td>11/17 (65%)</td>
<td>11/17 (65%)</td>
<td>13/17 (77%)</td>
<td>13/17 (77%)</td>
<td>9/17 (53%)</td>
</tr>
<tr>
<td>Immunetics</td>
<td>Recombinant</td>
<td>13/31</td>
<td>Recombinant</td>
<td>11/13 (85%)</td>
<td>10/13 (77%)</td>
<td>10/13 (77%)</td>
<td>13/13 (100%)</td>
<td>10/13 (77%)</td>
</tr>
<tr>
<td>Mikrogen</td>
<td>Recombinant</td>
<td>13/31</td>
<td>Recombinant</td>
<td>11/13 (85%)</td>
<td>9/13 (69%)</td>
<td>11/13 (85%)</td>
<td>12/13 (92%)</td>
<td>9/13 (69%)</td>
</tr>
</tbody>
</table>

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recombinant antigens for the detection of *Borrelia* antibodies must be interpreted with caution.

A two-tier testing algorithm for the detection of anti-*Borrelia* antibodies is recommended world-wide [2, 3, 6]. However, there are several reasons to reappraise the additional value of an immunoblot confirmatory test in a two-tier testing scheme.

First, the lack of specificity of some immunoblots is counter-intuitive. The immunoblot is used as a confirmatory test, although it can be argued that it is merely a supplemental test due to the inter-dependence of ELISAs and immunoblots [8]. Theoretically, the use of recombinant antigens should allow discrimination between a specific antibody reactivity, cross-reactive antibodies and true anti-*Borrelia* antibodies [4]. The presence of commercially available immunoblots with low specificity diminishes the value of the immunoblot as a confirmatory test [8]. Furthermore, the two-tier testing scheme was originally proposed to overcome the lack of specificity of *Borrelia* ELISAs. This study has shown that not all of the newer generation ELISAs using recombinant *Borrelia* antigens have improved specificity compared to older serological assays [9, 10].

Second, the low level of agreement between the different immunoblots is very disappointing, especially for IgM. This low level of agreement, even at the individual band level, makes it hard to compare immunoblot results from different manufacturers.

Third, a mismatch between immunoblot and ELISA may occur during the early phase of infection. There are numerous examples—from this and other studies—in which patients with early Lyme disease were initially ELISA-positive and blot-negative [11]. In such cases, immunoblot seroconversion can only be documented in a follow-up sample, and, sometimes, even this option is blocked because antibiotic treatment may interfere with the development of the anti-*Borrelia* antibody response [12]. This is an example of better sensitivity in the ELISAs compared to the immunoblots. Without detailed knowledge of the clinical manifestations and illness duration, reporting these cases as ‘negative’ could lead to erroneous conclusions.

Finally, several groups can be discriminated based on the ELISA value [10]: a ‘high positive’ group exhibiting clinical symptoms consistent with a diagnosis of Lyme disease and which can be reported as ‘positive’ without confirmatory testing, a ‘low positive’ group in which confirmatory testing may be helpful and, lastly, a negative group that does not require any further investigation. We do not advocate abandoning the use of immunoblots to confirm anti-*Borrelia* antibodies, but we do think that only a selection of samples needs confirmatory blotting. Furthermore, knowledge about the lower sensitivity of immunoblots compared to some of the ELISAs is indispensable in interpreting results.

In conclusion, ELISAs and immunoblots for detecting anti-*Borrelia* antibodies have widely divergent sensitivity and specificity, and immunoblots for detecting anti-*Borrelia* antibodies have only limited agreement. Therefore, the choice of ELISA–immunoblot combination severely influ-
ences the number of positive results, making the exchange of test results between laboratories with different methodologies hazardous. The widespread availability of more specific and sensitive assays for the detection of anti-
Borrelia antib<o>odies will open the way for a reappraisal of the two-tier testing system.

Acknowledgements This work has been presented at the 20th European Congress of Clinical Microbiology and Infectious Diseases (ECCMID 2010), Vienna, Austria, April 2010. The authors would like to acknowledge Stephen Johnston for editing the final manuscript.

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References

EDUCATION FOR PHYSICIANS

- Very little is taught about Lyme disease and tick borne diseases in medical school
- Often a person with Lyme disease is marginalized and ostracised by the medical community due to the lack of knowledge about this disease
- We need to focus on education especially for the GP`s and the ER physicians who will see the Acute Lyme patient when this disease is curable
- We need doctors to treat right away and not be waiting for test results since the window to treat Acute Lyme is very narrow
- Presently the College of Physicians and Surgeons of Ontario cannot provide a Lyme Literate Physician anywhere in this province who is trained in how to treat late stage Lyme disease
- Due to the lack of available Lyme Specialists, residents of Ontario are forced to seek medical treatments in the US at their own expense often resulting in bankruptcy.
Lyme disease is on the increase
Message from the Chief Medical Officer of Health

Ontario is seeing an increase in human cases of Lyme disease and an increase in numbers and range of black-legged ticks, especially in southern Ontario.

Reporting of all cases is critical.

Lyme disease is a preventable disease caused by a *Borrelia burgdorferi* bacterial infection and transmitted through the bite of an infected tick.

In Ontario, the black-legged tick (or deer tick) *Ixodes scapularis* is the sole vector of *B. burgdorferi*. People who spend time outdoors may encounter other tick species, but only the black-legged tick can transmit the Lyme disease bacteria. These ticks are small (3-5 mm) and people often do not realize they have a black-legged tick on them.

**Risk Areas**

The greatest risk of acquiring Lyme disease is found in areas where black-legged ticks carrying the bacteria are endemic (well-established).

The endemic areas in Ontario include:

- Long Point Provincial Park (northwest shore of Lake Erie near Port Rowan)
- Point Pelee National Park (near Leamington)
- Prince Edward Point National Wildlife Area (located at the southeastern tip of Prince Edward County)
- St. Lawrence Islands National Park (near Brockville)
- Rondeau Provincial Park (southeast of Chatham)
- Turkey Point Provincial Park (near Port Rowan)
- Wainfleet Bog Conservation Area (in Port Colborne)

The black-legged tick also feeds on birds and can be transported to almost anywhere in the province; therefore, Lyme disease can be acquired almost anywhere in the province.

When a person is showing signs and symptoms of Lyme disease, health care professionals should consider this diagnosis even if the person is not from, or has not visited, an endemic area.

Persons can come into contact with ticks from early spring to the end of fall. The ticks can also be active in the winter in areas with no snow and mild temperatures (>4°C).

**Information for Clinicians**

**Clinical Presentation**

The incubation period for *B. burgdorferi* is usually one to four weeks after a bite from an infected tick. Early infection is characterized in 70 to 80 per cent of cases by erythema migrans, a skin lesion commonly known as a “bull’s eye rash” (see picture, right).

Other early symptoms include fever, headache, muscle and joint pains, fatigue and stiff neck. Clinical diagnosis can sometimes be difficult as the symptoms can mimic many other diseases.

If left untreated, Lyme disease can progress to an early-disseminated disease with migraines, weakness, multiple skin rashes, painful or stiff joints, cardiac abnormalities and extreme fatigue. If the disease continues, arthritis, along with neurological symptoms such as headaches, dizziness, numbness and paralysis can occur.

(see over)
Lyme Disease is on the increase

Treatment

If treated early with appropriate antibiotics, patients can expect to make a full recovery1. People should seek medical attention if symptoms develop within 30 days of suspected tick exposure. If the patient still has the tick, or a health care professional removes it, submit the tick to the local public health unit where it will be sent for identification and Lyme bacteria testing (black-legged ticks only species tested). If the initial infection is not treated, then infection can become difficult to treat and patients may experience joint, heart and neurological symptoms.

Testing

Laboratory testing is used to support the diagnosis of Lyme disease and should be used in conjunction with clinical signs and symptoms2. It is up to the attending physician to make the diagnosis and determine treatment. Patients tested during early infection may not have developed antibodies (negative serology) to the bacteria, making detection difficult; therefore, testing patients again in four weeks is recommended. Health Canada-approved blood tests are performed at the Ontario Public Health Laboratory and follow the recommendations of the Canadian Public Health Laboratory Network.

Testing patients for Lyme disease can be requested by writing “Lyme Serology” on the requisition form and providing clinical background.

The Centers for Disease Control and Prevention in the United States and the Public Health Agency of Canada caution health care professionals and the public regarding the use of private laboratories offering Lyme disease testing in the USA. These “for-profit” laboratories may not follow the same testing protocols as most provincial, state and federal laboratories in Canada and the USA.

Removing a Tick

- Using fine-tipped tweezers, carefully grasp the tick as close to the skin as possible. Pull it straight out, gently but firmly.
- Do not squeeze the tick. Squeezing can accidentally introduce Lyme bacteria into the body.
- Do not put anything on the tick, or try to burn the tick off.
- After tick removal, place it in a screw-top bottle (pill vial or film canister) and submit it to your local health unit for identification and testing. Establishing the type of tick will help assess the risk of acquiring Lyme disease.
- It is important to remember where the person most likely acquired the tick. It will help public health workers to identify areas of higher risk.
- Thoroughly cleanse the bite site with rubbing alcohol and/or soap and water.

If the tick is removed soon after its attachment, it will help to prevent infection as not all black-legged ticks are infected. An infected black-legged tick has to be feeding for at least 24 hours before it can transmit the bacteria to the human host.

For Further Information:

These maps are from the Public Health of Canada – Canadian Communicable Disease Report Jan 2009

The rising challenge of Lyme borreliosis in Canada, Canada Communicable Disease Report 1 January 2008 • Volume 34 • Number 01 NH Ogden, DPhil, (1), LR Lindsay, PhD, (2), M Morshed, PhD, (3), PN Sockett, PhD, (4), H Artsob, PhD, (2)


This map is the projected spread of the black legged ticks. You can see that southern Ontario was well covered in 2000 and will be completely covered by 2020.

This map represents the black legged ticks collected by passive surveillance from 1990-2003.
EPIDEMIC ACROSS THE WORLD

CDC ESTIMATES OVER 400,000 CASES IN THE US ANNUALLY WITH MOST EPIDEMIC STATES BORDERING WITH CANADA YET HERE IN CANADA PHAC REPORTS CASES IN THE LOW 100`S – WE ARE MISSING CASES DUE TO THE FAULTY TESTING AND LACK OF KNOWLEDGE IN THE MEDICAL FIELD
Some of the Canadian News Coverage on the spread of Lyme disease and lack of treatment options in Canada

- W5 Out of the Wild
  [http://www.ctv.ca/CTVNews/WFive/20091113/w5_lyme_091114/](http://www.ctv.ca/CTVNews/WFive/20091113/w5_lyme_091114/)

- 16:9

- CTV news coverage on Lyme
  [http://www.ctv.ca/CTVNews/Health/20090919/lyme_disease_090919/](http://www.ctv.ca/CTVNews/Health/20090919/lyme_disease_090919/)

ADDITIONAL INFORMATION ON LYME DISEASE

- Canadian Lyme Foundation  [www.canlyme.com](http://www.canlyme.com)
  (Has information and research on Lyme disease as well as personal stories of Canadians suffering from Lyme)

- Dr. E. Murakami Centre for Lyme
  [murakamicentreforlymebc.giving.officelive.com/default.aspx](http://murakamicentreforlymebc.giving.officelive.com/default.aspx)
  (Dr. E Murakami is a Lyme literate Physician from BC who treated thousands of people with Lyme disease. His Centre provides information on Lyme disease and its treatments. He also does seminars and phone consultations with patients and doctors across this country trying to educate about Lyme disease.)

- LYME DISEASE ASSOCIATION OF ONTARIO

- ILADS (International Lyme and Associated Diseases Society)
  [www.ILADS.com](http://www.ILADS.com)

- **UNDER OUR SKIN – LYME DISEASE DOCUMENTARY**

  This documentary was done in the US about the epidemic Lyme disease is becoming. What is happening in the US mirrors what is happening here in Canada. Clips can be seen at the website [www.underourskin.com](http://www.underourskin.com) or the full movie is available on demand through many cable services. This is a must see movie as it explains what Lyme disease is and its effects on a person and the society better than words can say
Dr. Nick Ogden, a Lyme disease specialist at the Public Health Agency of Canada, told CBC, "We have to be careful how we manage the risk to the public. We don’t want to make an enormous scare, because going out into the great outdoors is a healthy thing to do."

- I agree that it is important to go outside it is also important to protect oneself
- How can one protect themselves if they don’t know they need protect
- Public health has to made Lyme education a priority
- We need to educate the public and the doctors because no one want to enjoy a picnic for one afternoon, contract Lyme disease then be disabled for the rest of their life and that is what is happening now
- Lyme disease is a serious threat to the Public health of Ontario and we need to implement the changes requested in the petition to help stem the spread of this disease
TO THE LEGISLATIVE ASSEMBLY OF ONTARIO

WHEREAS, the tick-borne illness known as Chronic Lyme Disease, which mimics many catastrophic illnesses, such as Multiple Sclerosis, Crohn’s, Alzheimer’s, arthritic diabetes, depression, Chronic Fatigue and Fibromyalgia is increasingly endemic in Canada, but the scientifically validated diagnostic tests and treatment choices are currently not available in Ontario, forcing patients to seek these in the USA and Europe;

WHEREAS, the Canadian Medical Association informed the public, governments, and the medical profession in May 30, 2000 edition of their professional journal that Lyme Disease is endemic throughout Canada, particularly in Southern Ontario;

WHEREAS, the Ontario Public Health system and the Ontario Health Insurance Plan currently do not fund those specific tests that accurately serve the process for establishing a clinical diagnosis, but only recognize testing procedures known in the medical literature to provide false negatives 45 to 95% of the time;

WE, THE UNDERSIGNED, petition the legislative assembly of Ontario to request the Minister of Health to direct the Ontario Public Health system and OHIP to include all currently available and scientifically verified tests for Acute and Chronic Lyme diagnosis, to do everything necessary to create public awareness of Lyme Disease in Ontario, and to have internationally developed diagnostic and successful treatment protocols available to patients and physicians.
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DO NOT FAX Please return original signatures to
Bob Bailey, MPP for presentation in the Ontario Legislature
836 Upper Canada Drive, Sarnia ON N7W 1A4
Note: Petitions require original signatures – photocopied will not be allowed
To date I have presented to three municipal councils and I am on the agenda of other municipalities in southern Ontario. I am also contacting all the municipalities in the province on this issue. Lambton and Huron County have endorsed the petition. As well as endorsing the petition the County of Huron has sent a letter to Premier McGuinty asking him for action on “this very distressing disease that is affecting the livelihood of residents in Ontario”. Middlesex is bring the issue forward to the next level in their organization as well as reaching out to various advocacy groups that council members are a part of on the public`s behalf.

My hope is that all municipal governments can lend their clout to this petition. It won`t be long before everyone is affected in one way or another by this insidious disease. In the US this disease is now being called an epidemic by many health officials and its moving North. We need a strong response from our elected officials who are responsible for the public health of all the citizens of Ontario and Canada.

Thank you for taking the time to investigate this very urgent public health issue.

Christine Heffer
July 6th, 2011.

The Hon. Dalton McGuinty,
Premier of the Province of Ontario,
Room 281, Main Legislative Building,
Queen's Park,
Toronto, ON  M7A 1A1

Honourable Premier:

The Council of the Corporation of the County of Huron recently heard a presentation from Christine Heffer, an Ontario resident living with Lyme Disease. The following Motion was passed by Council at their July 6th, 2011 Council meeting:

WHEREAS:
The tick-borne illness known as Chronic Lyme Disease, which mimics many catastrophic illnesses, such as Multiple Sclerosis, Crohn's, Alzheimer's, arthritic diabetes, depression, Chronic Fatigue and Fibromyalgia is increasingly endemic in Canada, but the scientifically validated diagnostic tests and treatment choices are currently not available in Ontario, forcing patients to seek these in the USA and Europe;

AND WHEREAS:
The Canadian Medical Association informed the public, governments, and the medical profession in the May 30, 2000 edition of their professional journal that Lyme Disease is endemic throughout Canada, particularly in Southern Ontario;

AND WHEREAS:
The Ontario Public Health system and the Ontario Health Insurance Plan currently do not fund those specific tests that accurately serve the process for establishing a clinical diagnosis, but only recognize testing procedures known in the medical literature to provide false negatives 45 to 95% of the time;

.../2
Signed Copies are available in
the City Clerk’s Office

The Hon. Dalton McGuinty,
Premier of the Province of Ontario.
Re: Lyme Disease

July 6th, 2011.
Page 2 of 2.

NOW THEREFORE BE IT RESOLVED THAT:
The Council of the County of Huron petition the legislative assembly of Ontario to request the Minister of Health to direct the Ontario Public Health system and OHIP to include all currently available and scientifically verified tests for Acute and Chronic Lyme diagnosis, to do everything necessary to create public awareness of Lyme Disease in Ontario, and to have internationally developed diagnosis and successful treatment protocols available to patients and physicians.

Your attention to this very distressing disease that is affecting the livelihood of residents in Ontario is greatly appreciated.

Sincerely,

Barbara L. Wilson

Barbara L. Wilson, CMO,
County Clerk,
County of Huron.

c.c. The Hon. Deborah Matthews, Minister of Health and Long-Term Care
The Hon. Carol Mitchell, MPP Huron-Bruce
Bob Bailey, MPP Sarnia-Lambton
Christine Heffer, cheffer@cogeco.ca
Notice to Muzzle Dog
Pursuant to City of London By-Law PH 4

To: James Haswar
Address: 615 Commissioners Road East, London, Ont., Postal Code: N6C 2T9

Being the owner of a dog described as:
Breed: Jack Russell Terrier
Sex: Male Neutered
Colour: White Tan
Name: Tagger
London Dog Licence #: 1D-009829
Rabies Vaccination Date: April 2011

The undersigned Animal Control Officer is satisfied on the balance of probabilities that:
The above dog was identified as having bitten: A Person (Child)

Take notice that pursuant to City of London By-Law PH 4 you are hereby ordered to muzzle the dog identified above. Hereafter the dog shall be muzzled and leashed at all times when it is in any place other than the premises of the owner.

Additional Muzzle Order requirements/responsibilities under City of London By-Law PH 4

The owner shall:
1. Notify the License Agent* immediately upon change of ownership of this dog.
2. Notify the License Agent* immediately upon change of residence of this dog.
3. Keep this dog leashed at all times an under the control of some person when the dog is in any place other than the premises of the owner, including designated off-leash parks which the City may from time to time establish.
4. Have this dog implanted with a microchip within thirty (30) days of the issuance of this Notice to Muzzle Dog.
5. Provide the License Agent* with written proof of microchip implantation within thirty (30) days of the issuance of this Notice to Muzzle Dog.

Hand delivered to: [X] dog owner, or [ ] an apparent adult living at this address

Issued in the municipality of London, Ontario, this, 17 day of June, 2011

Served by, and on behalf of the London Animal Care Centre, agent for the City of London:

Chris Lewis (Print: Name / Officer #)

Received by:

(Print: Name) (Signature)

Committee of Appeals

Appeal – “Dog Muzzle Order”

Appellant: James Hasiwar - 615 Commissioners Rd E., London ON N6C 2T9

Bite Occurrence: the afternoon of June 11, 2011 on the playground equipment located at Sir George Cartier Public School - 695 Chiddington Ave

Victim: a 7 year old girl

Bite Description: two scrapes forming a crescent shape surrounded by bruising on the front of victim’s right thigh. Wound consistent with a dog bite where one upper and one lower canine come together forming the crescent shape. Wound did not display any characteristics of a scratch from the nail of a dog such as gouging of the skin and scrapes trailing away from the initial wound.

Dog owner: James Hasiwar - 615 Commissioners Rd E. - London

Custodian Biter dog: Karen Lynn Plum-Hasiwar - 615 Commissioners Rd E. - London

Biter dog: a small, male neutered, 2 ½ year old, white and tan Jack Russell Terrier named ‘Tagger’

Incident Details:

Details of the biting incident are based on information collected impartially during investigation with both parties. This section provides an account of findings as recorded by the investigating Officer while in direct conversation with both the victim and owner of the biter dog.

Victim Statement: at school playground with sister & father

- observed an adult female arrive with biter dog
- biter dog was removed from leash and permitted to climb up the equipment and slide down various slides
- victim attempted to climb up one slide, stopping halfway to the top and sitting on knees
- while sitting on slide, viewed biter dog approach, jump up against the slide, reach over the side and bite her leg
- proceeded up the slide, away from the dog while calling for her father
- both father and dog owner viewed the wound
- father requested rabies information with biter dog owner displaying a current rabies tag

Owner Statement: not present at time of bite

Custodian Statement: confirmed that allows dog to drag leash as it climbs up and then slides down the playground equipment.

- believes dog jumped on to slide with intention of greeting victim as she slid down the slide
- speculates that the wound was caused by the dog’s tooth accidentally making impact with the child’s leg.

Additional Information: bite was not initially reported by victim’ father; upon return of victim to custody of mother, incident was reported to LPS

- when mother of victim approached custodian of biter dog as a result of a chance meeting, custodian of dog was not co-operative refusing to provide both contact information and vaccination history
- the biter dog was involved in a prior biting incident on July 7, 2009 where a child was bitten while climbing on climbers in the back yard of a friends residence

Animal Control after investigation, issued a Muzzle Order to James Hasiwar in accordance with City of London by-law PH-4
June 17/20

To: City Clerk in care of Appeals, to muzzle dogs.

From: 615 Commissioner’s Rd E 519 681 0024

LON. ON. NOV. 3/9

JHT615@gmail.com

I request a hearing regarding the muzzle order made on our dog, Tagga. For I don’t want the dog to be labeled and suffer the consequences of wearing a muzzle in public, for the rest of his life, simply because of my ignorance of not fully understanding the by-laws of London, and knowing of his first offence, as I understand these by-laws, now as explained by Animal Care Officers who visited us this morning, but this life long punishment on my dog weighs heavily on me, as I innocently created the second situation and it will bother me all the years we have the dog, every time we take him out in public, which is daily.

I hope to hear A.S.A.P. of your appeal date.

Sincerely, Karen Plum-Hammar.