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Ontario Highway Transport Board

Periodically, temporary applications are filed with the Board. Details of these applications can be made available at anytime to any interested parties by calling (416) 326-6732.

The following are applications for extra-provincial and public vehicle operating licenses filed under the Motor Vehicle Transport Act, 1987, and the Public Vehicles Act. All information pertaining to the applicant i.e. business plan, supporting evidence, etc. is on file at the Board and is available upon request.

Any interested person who has an economic interest in the outcome of these applications may serve and file an objection within 29 days of this publication. The objector shall:

1. complete a Notice of Objection Form,
2. serve the applicant with the objection,
3. file a copy of the objection and provide proof of service of the objection on the applicant with the Board,
4. pay the appropriate fee.

Serving and filing an objection may be effected by hand delivery, mail, courier or facsimile. Serving means the date received by a party and filing means the date received by the Board.

LES LIBELLÉS DES DEMANDES PUBLIÉES CI-DESSOUS SONT AUSSI DISPONIBLES EN FRANÇAIS SUR DEMANDE.

Pour obtenir de l'information en français, veuillez communiquer avec la Commission des transports routiers au 416-326-6732.

Edwin J. Doiron (o/a "Top Of The World Limousines") 46604
6542 County Road 13, R. R. # 3, Everett, ON L0M 1J0

Applies for an extra provincial operating licence as follows:

For the transportation of passengers from points in the City of Toronto, the Regional Municipalities of Peel, York and Halton, the Counties of Dufferin, Grey and Simcoe and the District Municipality of Muskoka to the Ontario/Quebec, Ontario/Manitoba and Ontario/USA border crossings for furtherance to points as authorized by the relevant

jurisdiction and for the return of the same passengers on the same chartered trip to point of origin.

PROVIDED THAT there shall be no pick up or discharge of passengers except at point of origin.

PROVIDED FURTHER THAT the licensee be restricted to the use of Class "D" public vehicles as defined in paragraph (a) (iv) of subsection 1 of Section 7 of Regulation 982 under the Public Vehicles Act, RSO 1990, Chapter P. 54, each having a maximum seating capacity of twelve (12) passengers, exclusive of the driver.

Applies for a public vehicle operating licence as follows: **46604-A**

For the transportation of passengers from points in the City of Toronto, the Regional Municipalities of Peel, York and Halton, the Counties of Dufferin, Grey and Simcoe and the District Municipality of Muskoka.

PROVIDED THAT the licensee be restricted to the use of Class "D" public vehicles as defined in paragraph (a) (iv) of subsection 1 of Section 7 of Regulation 982 under the Public Vehicles Act, RSO 1990, Chapter P. 54, each having a maximum seating capacity of twelve (12) passengers, exclusive of the driver.

Prestige Limousine Inc. 46428
10 Bertram St., Toronto, ON M6M 3S4

Applies for an extra provincial operating licence as follows:

For the transportation of passengers on a chartered trip:

I. from points in the Cities of Toronto and Hamilton, the Regional Municipalities of Durham, Peel, York, Halton, Waterloo and Niagara and the County of Dufferin to the Ontario/Quebec and Ontario/USA border crossings for furtherance to points as authorized by the relevant jurisdiction;

- 1 and for the return of the same passengers on the same chartered trip to point of origin;
PROVIDED THAT there shall be no pick up or discharge of passengers except at point of origin.

- 2 on a one-way chartered trip to points as authorized by the relevant jurisdiction.

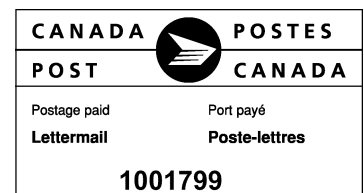
II. from points in the United States of America as authorized by the relevant jurisdiction from the Ontario/USA border crossings;

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1. to points in Ontario and for the return of the same passengers on the same chartered trip to point of origin.
PROVIDED THAT there shall be no pick up or discharge of passengers except at point of origin.
 2. to points in Ontario on a one-way chartered trip without pick up of passengers in Ontario.
- III. from points in the Province of Quebec as authorized by the relevant jurisdiction from the Ontario/Quebec border crossings;
1. to points in Ontario and for the return of the same passengers on the same chartered trip to point of origin.
PROVIDED THAT there shall be no pick up or discharge of passengers except at point of origin.
 2. to points in Ontario on a one-way chartered trip without pick up of passengers in Ontario.

PROVIDED THAT the licensee be restricted to the use of Class "D" public vehicles as defined in paragraph (a) (iv) of subsection 1 of Section 7 of Regulation 982 under the Public Vehicles Act, RSO 1990, Chapter P. 54, each having a maximum seating capacity of twelve (12) passengers, exclusive of the driver.

Applies for a public vehicle operating licence as follows: **4628-A**

For the transportation of passengers on a chartered trip from points in the Cities of Toronto and Hamilton, the Regional Municipalities of Durham, Peel, York, Halton, Waterloo and Niagara and the County of Dufferin.

PROVIDED THAT the licensee be restricted to the use of Class "D" public vehicles as defined in paragraph (a) (iv) of subsection 1 of Section 7 of Regulation 982 under the Public Vehicles Act, RSO 1990, Chapter P. 54, each having a maximum seating capacity of twelve (12) passengers, exclusive of the driver.

F. L. Ravin Limited (o/a "Ravin's Coach Lines") **18239-C**
7 Rouse St., Tillsonburg, ON N4G 1A1

Applies for a public vehicle operating licence as follows:

For the transportation of passengers on a chartered trip from points in the Counties of Oxford, Elgin and Norfolk.

PROVIDED THAT the licensee be restricted to the use of Class "D" public vehicles as defined in paragraph (a) (iv) of subsection 1 of Section 7 of Regulation 982 under the Public Vehicles Act, RSO 1990, Chapter P. 54.

NOTE: This replaces terms that appeared in the Ontario Gazette dated December 10, 2005.

Sunny Tours Inc. **45689-D**
7750 Birchmount Rd., Unit 13, Markham, ON L3R 0B4

Applies for an extra provincial operating licence as follows:

For the transportation of passengers on a chartered trip:

- I. from points in the Cities of Toronto, Ottawa and Hamilton, the Regional Municipalities of Peel and York to the Ontario/Quebec and Ontario/USA border crossings for furtherance to points as authorized by the relevant jurisdiction;
 1. and for the return of the same passengers on the same chartered trip to point of origin;
PROVIDED THAT there shall be no pick up or discharge of passengers except at point of origin.
 2. on a one-way chartered trip to points as authorized by the relevant jurisdiction.
- II. from the Pierre Elliot Trudeau International Airport at Dorval, the Montreal International Airport at Mirabel and the Jean Lasage International Airport at Quebec City all located in the Province of Quebec as authorized by the relevant jurisdiction from the Ontario/Quebec border crossings;
 1. to points in Ontario and for the return of the same passengers on the same chartered trip to point of origin.
PROVIDED THAT there shall be no pick up or discharge of passengers except at point of origin.
 2. to points in Ontario on a one-way chartered trip without pick up of passengers in Ontario.
- III. from points in the United States of America as authorized by the relevant jurisdiction from the Ontario/USA border crossings;
 1. to points in Ontario and for the return of the same passengers on the same chartered trip to point of origin.
PROVIDED THAT there shall be no pick up or discharge of passengers except at point of origin.
 2. to points in Ontario on a one-way chartered trip without pick up of passengers in Ontario.

PROVIDED THAT the licensee be restricted to the use of Class "D" public vehicles as defined in paragraph (a) (iv) of subsection 1 of Section 7 of Regulation 982 under the Public Vehicles Act, RSO 1990, Chapter P. 54.

Applies for a public vehicle operating licence as follows: **45689-E**

For the transportation of passengers on a chartered trip from points in the Cities of Toronto, Ottawa and Hamilton, the Regional Municipalities of Peel and York.

PROVIDED THAT the licensee be restricted to the use of Class "D" public vehicles as defined in paragraph (a) (iv) of subsection 1 of Section 7 of Regulation 982 under the Public Vehicles Act, RSO 1990, Chapter P. 54.

(139-G033) **FELIX D'MELLO**
Board Secretary/Secrétaire de la Commission

Government Notices Respecting Corporations Avis du gouvernement relatifs aux compagnies

Cancellation of Certificate of Incorporation (Business Corporations Act) Annulation de Certificat de Constitution en Personne Morale (Loi sur les sociétés par actions)

NOTICE IS HEREBY GIVEN that by orders under subsection 241(4) of the *Business Corporation Act*, the certificates of incorporation set out hereunder have been cancelled and corporation(s) have been dissolved. The effective date of cancellation precedes the corporation listing.

AVIS EST DONNÉ PAR LA PRÉSENTE que, conformément au paragraphe 241(4) de la *Loi sur les sociétés par actions*, les certificats présentés ci-dessous ont été annulés et les compagnies ont été dissoutes. La dénomination sociale des compagnies concernées est précédée de la date de prise d'effet de l'annulation.

Name of Corporation: Dénomination sociale de la compagnie:	Ontario Corporation Number Numéro de la compagnie en Ontario
2006-01-10	
IMPERIAL PLATINUM CORPORATION	672496

B. G. HAWTON,
Director, Companies and Personal Property
Security Branch
Directrice, Direction des compagnies et des
sûretés mobilières

(139-G028)

Notice of Default in Complying with the Corporations Tax Act Avis d'inobservation de la Loi sur l'imposition des corporations

The Director has been notified by the Minister of Finance that the following corporations are in default in complying with the *Corporations Tax Act*.

NOTICE IS HEREBY GIVEN under subsection 241(1) of the *Business Corporations Act*, that unless the corporations listed hereunder comply with the requirements of the *Corporations Tax Act* within 90 days of this notice, orders will be made dissolving the defaulting corporations. All enquiries concerning this notice are to be directed to Corporations Tax Branch, Ministry of Finance, 33 King Street West, Oshawa, Ontario L1H 8H6.

Le ministre des Finances a informé le directeur que les sociétés suivantes n'avaient pas respecté la *Loi sur l'imposition des corporations*.

AVIS EST DONNÉ PAR LA PRÉSENTE que, conformément au paragraphe 241(1) de la *Loi sur les sociétés par actions*, si les sociétés citées ci-dessous ne se conforment pas aux prescriptions énoncées par la *Loi sur l'imposition des corporations* dans un délai de 90 jours suivant la réception du présent avis, lesdites sociétés se verront dissoutes par décision. Pour tout renseignement relatif au présent avis, veuillez vous adresser à la Direction de l'imposition des sociétés, ministère des Finances, 33, rue King ouest, Oshawa, Ontario L1H 8H6.

Name of Corporation: Dénomination sociale de la société:	Ontario Corporation Number Numéro de la société en Ontario
2006-01-21	
ADIT DESIGNS INC.	000877558
ADM FLOUR MILLING, LTD.	000945697
AKSO INC.	001312383
ALROWAK TRADING INC.	001155769
AMIR CONSTRUCTION COMPANY LIMITED	000254193
APOGEE GIS SERVICES LTD.	000967265
BEIRA CARPENTRY CONSTRUCTION LTD.	001121158
BYTES BACK INC.	001420037
CANIMEX SERVICES INC.	001222993
CENTRAL JANITORIAL SERVICE INC	000785160
CHALKLEY MACHINES & TOOLING LTD.	001349254
COUNTRY DECORATING AND COLLECTIBLES SHOW & SALE INC.	001102169
DOMINION MULTIMEDIA INC.	001166781
E.C.L.A. INVESTMENTS & CONSULTING INC.	000536364
EZRA CAR SALES INC.	002012195
FIRST COIFFURES LIMITED	001031686
FRANCIS MOK TRADING COMPANY LTD.	001001838
G NOW PRODUCTIONS LTD.	001351551
GENERATION CONSTRUCTION LIMITED	001331572
GOLDSTAR DRAIN & CONCRETE INC.	000813222
HANSEN LANDSCAPING & CONTRACTING GROUP INC.	001356265
HARRY BRANDES LIMITED	000065244
HERITAGE CLOTHING FOR MEN & WOMEN LTD.	001355839
I. L. KRAUTHAKER LIMITED	000223465
IN THE KARDS, INC.	001274424
INDIAN MOTORCYCLE SALES & SERVICE INC.	001086302
INSIGHT DIGITAL INC.	001322364
INVOGARD INC.	001129965
J. RICHARD CLAGUE & ASSOC. INC.	000448772
JOHN ALLINSON INSURANCE AGENCIES LTD.	000458253
JOHN S. MACNAMARA CONSULTANTS INC.	000123893
KAJ CONSULTING GROUP INC.	001408384
KANATA OFFICE SERVICES INC	000709385
KOMPU-SERVICES COMPUTERS INC.	001421285
L.A. AUTOMOTIVE REPAIRS LIMITED	000669040
MADOC PROPERTIES INC.	000901742
MEL SORFFER HOLDINGS LTD.	000692190
MONTREAL FILM CO. LIMITED	001336783
MUSIC-EXPRESS FINANCIAL CORPORATION	000566748
NIAGARA ATTRACTIONS INC.	000840832
NOBLE BRIDGE INC.	001112290
NORTHTOWN HOME BUYERS INC.	000727571
ORPHEUS SYSTEMS INC.	001063146
OTHER WORLD BOOKING INC.	000582358
OUELLETTE'S AGGREGATES LTD	001141513
PANORAMA BANQUET & CATERING INC.	001424536
PARKWOOD TRANSPORTATION SYSTEMS INC.	001040094
PET HAVEN DISCOUNT CENTRE INC.	001180690
PHT CONSULTING LTD.	001142882
POPTRONIK INC.	001272309
POST PRIMITIVE TECHNOLOGY INC.	001088788
RANSON BLACK LIMITED	000471671
SLY-CRETE INC.	000555315
STRIKER HAULAGE INC.	001479991
SUPERNOVA CONCERTS INC.	001318358
SYSTEM "99" TRUCKING INC.	001177866
TERRSHOP INCORPORATED	001572941
THORPE BAY CORPORATION	001382053
TIER TRANSPORTATION LTD.	001294213
TORCHLINE CORPORATION	000767819
TRADE ROUTES SALES INC.	001205545
TRAFFIC STORE FIXTURES LIMITED	001375632
TRI STAR MARKETING INC.	001084525

Name of Corporation: Dénomination sociale de la société:	Ontario Corporation Number Numéro de la société en Ontario
TRISTAR EXECUTIVE AUTO COLLISION LTD.	001336079
VATTER MASONRY CONTRACTORS LTD.	000709113
VERTIMAR SOFTWARE SYSTEMS INC.	000929859
W&Y GLOBAL STRATEGY INC.	001442148
WOOD STREET DEVELOPMENTS INC.	000762897
WYDEN PROPERTIES INCORPORATED	000868221
1026790 ONTARIO INC.	001026790
1050356 ONTARIO INC.	001050356
1058814 ONTARIO LIMITED	001058814
1059153 ONTARIO INC.	001059153
1064302 ONTARIO INC.	001064302
1080235 ONTARIO INC.	001080235
1097253 ONTARIO LTD.	001097253
1101579 ONTARIO INC.	001101579
1103273 ONTARIO INC.	001103273
1108520 ONTARIO LIMITED	001108520
1113621 ONTARIO INC.	001113621
1135078 ONTARIO INC.	001135078
1156787 ONTARIO LIMITED	001156787
1169090 ONTARIO LIMITED	001169090
1176939 ONTARIO INC.	001176939
1180181 ONTARIO LIMITED	001180181
1210686 ONTARIO INC.	001210686
1212771 ONTARIO INC.	001212771
1222822 ONTARIO INC.	001222822
1238899 ONTARIO INC.	001238899
1245986 ONTARIO LIMITED	001245986
1264065 ONTARIO INC.	001264065
1264438 ONTARIO INC.	001264438
1280694 ONTARIO INC.	001280694
1310816 ONTARIO INC.	001310816
1317892 ONTARIO INC.	001317892
1323397 ONTARIO INC.	001323397
1343575 ONTARIO INC.	001343575
1350919 ONTARIO LTD.	001350919
1363519 ONTARIO INC.	001363519
1364617 ONTARIO LIMITED	001364617
1367810 ONTARIO INC.	001367810
1371752 ONTARIO INC.	001371752
1383581 ONTARIO LIMITED	001383581
1461759 ONTARIO LIMITED	001461759
1475775 ONTARIO INC.	001475775
1476364 ONTARIO INC.	001476364
1483199 ONTARIO LIMITED	001483199
2008767 ONTARIO LTD.	002008767
2012721 ONTARIO INC.	002012721
217282 ONTARIO INC.	000217282
608799 ONTARIO LIMITED	000608799
695617 ONTARIO LIMITED	000695617
721513 ONTARIO LIMITED	000721513
755166 ONTARIO INC.	000755166
772028 ONTARIO LIMITED	000772028
794574 ONTARIO LIMITED	000794574
797697 ONTARIO LIMITED	000797697
827746 ONTARIO INC.	000827746
883319 ONTARIO LIMITED	000883319
886172 ONTARIO LTD.	000886172
911785 ONTARIO LIMITED	000911785
988597 ONTARIO INC.	000988597

B. G. HAWTON,
Director, Companies and Personal Property
Security Branch
Directrice, Direction des compagnies et des
sûretés mobilières

(139-G029)

Cancellation of Certificates of Incorporation (Corporations Tax Act Defaulters) Annulation de certificats de constitution (Non-respect de la Loi sur l'imposition des corporations)

NOTICE IS HEREBY GIVEN that, under subsection 241(4) of the *Business Corporations Act*, the Certificates of Incorporation of the corporations named hereunder have been cancelled by an Order dated 26 December, 2005 for default in complying with the provisions of the *Corporations Tax Act*, and the said corporations have been dissolved on that date.

AVIS EST DONNÉ PAR LA PRÉSENTE que, conformément au paragraphe 241(4) de la *Loi sur les sociétés par actions*, les certificats de constitution dont les 26 décembre 2005 pour non-respect des dispositions de la *Loi sur l'imposition des corporations* et que la dissolution des sociétés concernées prend effet à la date susmentionnée.

Name of Corporation: Dénomination sociale de la société:	Ontario Corporation Number Numéro de la société en Ontario
2005-12-26	
AD PEOPLE INC.	000747563
ADVANCE SIGNAL KONTROL INC.	000931687
ALI ENGINEERING CONTRACTING SERVICES INC.	001378439
ATLAS FILMS INC.	001226607
BOWGGY RECORDS INC.	001270725
BRONZKI'S (BURLINGTON) INC.	001253746
CAN BUILD INTERIOR SYSTEMS LIMITED	000891206
CANA-ROMA CERAMIC IMPORTERS LIMITED	001039335
CANADA SPORTS CENTRES INC.	001271019
CANCORD LIMITED	000375536
CENTRAL MAINTENANCE & CONTRACTING LIMITED	000859047
CENTRAL PHARMACY (THORNHILL) INC.	000353758
CENTURY FIRE PROTECTION CO. LTD.	000510014
CHEROKEE VALLEY FARMS LTD.	000506526
CLUB EMERGENCY INC.	001479468
CONTINUOUS INTERNATIONAL LIMITED	001163084
CYBERDYNE SYSTEMS INC.	001339543
D. D. I. SERVICES LIMITED	000355361
DNA MASONRY LIMITED	001326121
DOALCAN ENTERPRISES INC.	001149723
E. M. ADAMSON & ASSOCIATES INSURANCE BROKERS LIMITED	000279630
EDWARDS & PARTNERS INC.	001355422
FALCON HEIGHTS ESTATES LTD.	000915298
FIREBOY FILMS LTD.	001297332
GAETAN PELLETIER CORPORATION LIMITED	000378595
GRYPHON CONSTRUCTION LTD.	000905041
GUSO LTD.	001295618
HAMILTON MUSICAL INSTRUMENT SHOWCASE LTD.	000329838
HEALTHGROUP MORTGAGES INC.	001113570
INGLEWOOD VILLAGE STORE LTD.	001149109
INTELLAVOICE INC.	001194752
INTERLAKE CASKET & URN INC	000837458
J. KERZNER & ASSOCIATES INC.	000808778
JOHN MCKENZIE INSURANCE SERVICES LTD.	001213526
KEEWATIN MANAGEMENT CORPORATION	000558129
KOPRIVA MARINE LIMITED	001249085
L & M METALS INCORPORATED	001062205
LIGHT ELECTRONICS LIMITED	000523533
MAPLE RIDGE CONTRACTING CO. LTD.	001023464
MARSH ENERGY INC.	000938102
MAY-WIN COLLECTIBLES LIMITED	001397295
MEATS & MORE BOXED MEATS INC.	001076436
MJC TRAVEL & TOUR INC.	001060706
MNM DESIGN INC.	001253239
MOBILE AUDIO TECHNOLOGIES INC.	001190568
MONOGRAM DECAL & SPECIALTIES LTD.	000517418

Name of Corporation: Dénomination sociale de la société:	Ontario Corporation Number Numéro de la société en Ontario
MONTE BOOKKEEPING SERVICES INC.	001114655
MUSTANG FINANCIAL CORPORATION LIMITED	000132746
N.S. RESTAURANTS LIMITED	001394558
NATIONAL FURNITURE DISTRIBUTORS LTD.	000583826
NIKKO CORPORATE SOLUTIONS INC.	001298924
NORTH AMERICA INTEGRATED SOLUTIONS INC.	001238971
O.V.I.S. INC.	001010366
OTTO MACHINE TOOL LIMITED	001029198
PORTSIDE MARINE INC.	001066482
R-HOMES CONSTRUCTION & SITE MAINTENANCE LTD.	001022037
S. T. O. WHOLESALE LTD.	000913627
SERGE ZERFA ARCHITECT LIMITED	000606790
SERV-U DRIVER SERVICES INC.	001176364
SHAWCROFT TRAVEL SERVICE (BURLINGTON) LIMITED	000668430
SHEL CHEM SOL LTD.	001196885
SHERWOOD MEADOWS LANDSCAPING & CONSTRUCTION INC.	001306800
SIMCOE-NORTH REAL ESTATE SERVICES INC.	000843491
SOMERSET MORTGAGE CORPORATION	001091830
SWARN CONSULTING INC.	001358416
THE BUCK A DAY COMPANY INC.	001375400
THE CANADIAN MULTIMEDIA DIRECTORY INC.	001378384
THE HEATING MART LTD.	000350799
THE MELLOWS (STONE CREEK) CORPORATION	001069647
THE ORIGINAL BASKET KASE INC.	001070669
THOSE CARPET GUYS LTD.	001135301
TRANS-UNITED EXPRESS, INC.	001326686
TRILLIUM VALLEY FISH FARMS LIMITED	001156407
U.S.A. AUTO PARTS INCORPORATED	001093016
WITTFAM HOLDINGS INC.	000894537
WOLFLIGHT INC.	001181238
ZIQ TECHNOLOGIES CORP.	000999106
1009862 ONTARIO INC.	001009862
1031057 ONTARIO LIMITED	001031057
1041394 ONTARIO INC.	001041394
1061550 ONTARIO INC.	001061550
1103516 ONTARIO LTD.	001103516
1122562 ONTARIO LTD.	001122562
1127062 ONTARIO LTD.	001127062
1147009 ONTARIO INC.	001147009
1155199 ONTARIO INC.	001155199
1170708 ONTARIO INC.	001170708
1173543 ONTARIO CORP.	001173543
1185242 ONTARIO INC.	001185242
1203041 ONTARIO INC.	001203041
1242264 ONTARIO INC.	001242264
1272021 ONTARIO INC.	001272021
1277121 ONTARIO INC.	001277121
1290111 ONTARIO INC.	001290111
1295654 ONTARIO LIMITED	001295654
1307025 ONTARIO LIMITED	001307025
1318641 ONTARIO INC.	001318641
1379587 ONTARIO INC.	001379587
1384443 ONTARIO LIMITED	001384443
1417625 ONTARIO LTD.	001417625
1434405 ONTARIO INC.	001434405
2001267 ONTARIO INC.	002001267
558935 ONTARIO LIMITED	000558935
653966 ONTARIO LIMITED	000653966
848610 ONTARIO LIMITED	000848610
850830 ONTARIO INC.	000850830
861690 ONTARIO INC.	000861690
981850 ONTARIO LIMITED	000981850

B. G. HAWTON,
Director, Companies and Personal Property
Security Branch
Directrice, Direction des compagnies et des
sûretés mobilières

(139-G030)

Certificates of Dissolution Certificats de dissolution

NOTICE IS HEREBY GIVEN that a certificate of dissolution under the *Business Corporations Act*, has been endorsed. The effective date of dissolution precedes the corporation listings.

AVIS EST DONNÉ PAR LA PRÉSENTE que, conformément à la *Loi sur les compagnies*, un certificat de dissolution a été inscrit pour les compagnies suivantes : la date d'entrée en vigueur précède la liste des compagnies visées.

Name of Corporation: Dénomination sociale de la compagnie:	Ontario Corporation Number Numéro de la compagnie en Ontario
2004-10-20	
ACCURATE PRINTING (TRENTON) LTD.	000981972
2005-11-24	
PEARL HIRSHFELD HOLDINGS LIMITED	000109744
STRINGER INSTANT PRINT INC.	000850344
1034783 ONTARIO LIMITED	001034783
1214593 ONTARIO INCORPORATED	001214593
1236946 ONTARIO INC.	001236946
2005-11-25	
ASL & ASSOCIATES INC.	000727550
CROSSLEY COMMUNICATIONS LTD.	000395642
DYNAMIC MANAGEMENT INC.	002042416
E.R.W.A. ENTERPRISES INC.	000693822
PETERS & HARWOOD LIMITED	000200045
R. S. T. HOLDINGS LIMITED	000145016
SKYHILL INTERNATIONAL GROUP INC.	001409107
STONEWOOD SOFTWARE DEVELOPMENTS INC.	002003531
TUBULAR GAMES INC.	001093669
W. ERROL MACKENZIE LIMITED	001180115
1088640 ONTARIO LTD.	001088640
1146948 ONTARIO INC.	001146948
1175246 ONTARIO INC.	001175246
1561625 ONTARIO INC.	001561625
2005-11-29	
AL MUNRO LIMITED	000928141
D. H. WATSON ENTERPRISES INC.	000552442
DOUBLE "E" (ENVIRONMENTAL ENTERPRISES) INC.	000938339
FLYGEM CORPORATION	001245967
GIBSON CORRIGAN REALTY INC.	001135836
JIN HUA CONSTRUCTION RENOVATION CO. LTD.	002027538
NOR-VERN INVESTMENTS LTD.	000562198
RIVER RUN VENTURES INC.	000995366
THIRD TERRAGAR HOLDINGS LIMITED	000728191
1061578 ONTARIO LTD.	001061578
1109598 ONTARIO LIMITED	001109598
288977 ONTARIO LIMITED	000288977
706195 ONTARIO LIMITED	000706195
928078 ONTARIO LIMITED	000928078
2005-11-30	
ANGELO & TONY INVESTMENTS INC.	001450187
B. AND B. (BARRIE) DEVELOPMENTS LIMITED	000417379
BIGONGIARI BROS. LIMITED	000208138
DAIRY CONCEPTS INC.	001249626
IMP INC.	001179342
MANDARIN AQUATICS INC.	001089037
PETER CULLMAN INC.	000450603
SNOOP RENTALS INC.	001322010
VINCE MARTINO HAULAGE LTD.	000637577
1169493 ONTARIO INC.	001169493
1172508 ONTARIO INC.	001172508
1210276 ONTARIO LTD.	001210276
1262116 ONTARIO LIMITED	001262116
1271858 ONTARIO LIMITED	001271858
2005-12-01	
BEAUJOLAIS RESTAURANT LTD.	000640533
BSA INTERNATIONAL INC.	001185312

Name of Corporation: Dénomination sociale de la compagnie:	Ontario Corporation Number Numéro de la compagnie en Ontario
CARL B. MACLEOD AND ASSOCIATES CONSULTING INC.	002022826
DIAGNOSTIC IMAGING SERVICES CANADA INC.	000913666
DORPAT ENTERPRISES LIMITED	000683508
EARTH LINE CORPORATION	001034742
FIFTY POINT STEEL PRODUCTS LTD.	000603636
HERMAL INVESTMENTS LIMITED	000330532
INFINITEC DIRECT INC.	001258124
JANIS KRAVIS HOLDINGS LTD.	000395901
JOSEPH A. PARKER TYPESETTING LIMITED	000395854
LUIGI AGRO PIZZERIA LIMITED	000417478
MISTER DRAPERY LIMITED	000417776
MONTESORI METHOD SCHOOLS, INC.	002031535
PETE PYRCZAK TRUCKING INC.	001054683
SLOVALC CORPORATION	001049282
SOFTWARE SURPLUS INC.	001061892
SOUND BAY DEVELOPMENT LTD.	000710530
T.A.B.E. INVESTMENTS LTD.	000691552
VIVIAN KAPLAN ORIENTAL INTERIORS LTD.	000647264
WINSIDE TECHNOLOGIES INC.	002050037
1015076 ONTARIO LTD.	001015076
1120968 ONTARIO INC.	001120968
1202451 ONTARIO LTD.	001202451
1318669 ONTARIO INC.	001318669
458854 ONTARIO LIMITED	000458854
843906 ONTARIO LTD.	000843906
2005-12-02	
CANADA FLOCCULANTS (1997) INC.	001272894
CAPITAL DIVERSIFIED INC.	000514980
GLOBAL HARVEST CORPORATION	001234731
H.J. SLEIMAN MASONRY LTD.	001286908
HAL-JAC MARKETING SERVICES LIMITED	000830898
HI-TEK ENGRAVING SUPPLIES INC.	001173547
LITTLE FALLS BAKERY INC.	000737815
METRICK ASSOCIATES CONSULTING INC.	000667022
SOLOMAR CONSULTING INC.	001470508
TELCOM INTEGRATED BUSINESS SOLUTIONS LTD.	002036229
THAMESFORD FARMS LIMITED	000705134
1019367 ONTARIO LIMITED	001019367
1278349 ONTARIO LTD.	001278349
1286624 ONTARIO INC.	001286624
631544 ONTARIO INC.	000631544
717191 ONTARIO INC.	000717191
2005-12-05	
A-TECH GLOBAL SERVICES INC.	001408207
ACCTAX MANAGEMENT INC.	001009564
ACTION EQUIPMENT PAINTING LTD.	001014487
AI INTERNATIONAL ENTERTAINMENT CORP.	001561076
ANB (CANADA) INC.	001075977
BARYO FIESTA CORP.	002039504
BOBEL MACHINE TECHNOLOGIES, INC.	001404989
BRAY PLUMBING HEATING & ELECTRICAL SERVICES LIMITED	000250468
CANADA 800 AND SOME INC.	001496450
CANADIAN ELK ANTLE LTD.	001164963
CANADIAN PENSION CAPITAL LIMITED SOCIETE CANADIENNE DE CAPITAUX DE FONDS DE RETRAITE LIMITEE	000711036
CANTRA CORP.	000831733
D.G. KER & ASSOCIATES INC.	001489543
FLAMBORO MECHANICAL LIMITED	000289742
FRANK COMELLA FRUIT MARKET LIMITED	000154266
GIOTTO CONSTRUCTION LIMITED	000136787
GOONIES INC.	001561173
HANG-FU GROUP INCORPORATED	000547265
LANGROW INC.	000921151
LEEBA ENTERPRISES INCORPORATED	000570485
LIBRA TRAVEL SERVICES LTD.	000446426
LISLE INVESTMENTS INC.	001019727
MAPLE CRESCENT INC.	001405837
MCBON CORPORATION OF CANADA LTD.	000936863

Name of Corporation: Dénomination sociale de la compagnie:	Ontario Corporation Number Numéro de la compagnie en Ontario
ORIOLE MANOR LTD.	000501631
PAUL MITCHELL TRANSPORT LTD.	001323092
SUZU CO. LIMITED	000309760
YIELD FORTY LTD.	001453297
1078803 ONTARIO INC.	001078803
1081981 ONTARIO INC.	001081981
1122199 ONTARIO INC.	001122199
1210331 ONTARIO INC.	001210331
1335308 ONTARIO LIMITED	001335308
1389152 ONTARIO INC.	001389152
1432989 ONTARIO LIMITED	001432989
510650 ONTARIO INC.	000510650
670776 ONTARIO INC.	000670776
732598 ONTARIO LIMITED	000732598
833320 ONTARIO LIMITED	000833320
833461 ONTARIO INC.	000833461
864123 ONTARIO LTD.	000864123
2005-12-06	
AVALON TRADING CORP.	001200863
BISSELL & ASSOCIATES INC.	000885486
BRETHOUR LAND SERVICES (1991) LTD.	000928029
CASSON'S CLASSICS INC.	001176416
CITY CLEANERS & DYERS (BELLEVILLE) LIMITED	000065880
CRISTALE INVESTMENTS LIMITED	000379934
D. & V. TRADING LIMITED	001105388
HEWON BAKERY & CAFE LTD.	001354770
HI Q POWER CONSULTANTS INC.	001034766
M.G. PHARMACEUTICAL INC.	001029287
MILLENNIUM DIAMOND MANUFACTURING CORPORATION	001084643
P & R CRACK SEALING INC.	001343608
PARAMAX CONSTRUCTION CORP.	001041703
PHOTODYNAMIX INC.	001095805
STERLING INFORMATION CONSULTANTS INC.	000945157
TUITION ACCEPTANCE CORPORATION LIMITED	000141911
VALDO MELO FOODS LTD.	000542813
114TH AVENUE EDMONTON HOLDINGS LIMITED	001440214
1170638 ONTARIO INC.	001170638
1179547 ONTARIO INC.	001179547
1194825 ONTARIO INC.	001194825
1200864 ONTARIO LIMITED	001200864
1213519 ONTARIO INC.	001213519
1359070 ONTARIO INC.	001359070
1428952 ONTARIO INC.	001428952
1515035 ONTARIO LTD.	001515035
1524674 ONTARIO INC.	001524674
1572692 ONTARIO INC.	001572692
71181 ONTARIO LIMITED	000071181
721730 ONTARIO LTD.	000721730
764990 ONTARIO INC.	000764990
810324 ONTARIO LTD.	000810324
992401 ONTARIO INC.	000992401
2005-12-07	
ADROIT INTERNATIONAL INC.	001084202
ALL-STAR LINEMAN INC.	001019818
BERGER STYLE SHOES LIMITED	000224051
CITY VIEW DAY CARE CENTRE INCORPORATED	000282796
CLAREMONT HALL LTD.	001041591
DELTA TECHNOLOGY GENERAL & LANDSCAPE SERVICES INC.	001312424
DIVINE HAIR DESIGN INC.	001611594
DUNBURY HOMES (HOLLY) LTD.	001107470
ELECTRONIC MESSAGE EXPRESS INC.	000684017
ELIX INTERNATIONAL INC.	000536376
FISHER DISPLAYS LTD.	000336330
JOHN ALSOP LIVESTOCK LIMITED	000572993
LEIDEL HOLDINGS LTD.	000294960
LIAZON COMMUNICATION INC.	001025641
MAVERICK GAS BARS INC.	000704702
NEK ENVIRONMENTAL TECHNOLOGIES INC.	001504052
P. H. LAPORTE COMPANY INC.	000470063

Name of Corporation: Dénomination sociale de la compagnie:	Ontario Corporation Number Numéro de la compagnie en Ontario	Name of Corporation: Dénomination sociale de la compagnie:	Ontario Corporation Number Numéro de la compagnie en Ontario
PHILIP DUCHEN CONSULTING INC.	001141733	TRUST LEATHER INC.	001117173
PRIVATEHOMESALES.CA INCORPORATED	001607742	1555197 ONTARIO INC.	001555197
STANTOLDA INC.	000596388	852013 ONTARIO INC.	000852013
STEVEN'S CARPENTRY INC.	000418122	2005-12-01	
THERMO-RITE MFG. INC.	000775529	CONSIL CANADA-TRADE & SERVICE INC.	001182804
VALENTINO AZZOLI CONSTRUCTION INC.	000556713	2005-12-07	
VICK-TRANS INCORPORATED	001241022	AKAY INFORMATION CONSULTING INC.	001029871
1056938 ONTARIO LIMITED	001056938	ALASTAIR GALE INCORPORATED ARCHITECT	000608422
1119878 ONTARIO INC.	001119878	AMAZONAS TRAVEL AGENCY INC.	001152641
1348432 ONTARIO LIMITED	001348432	AUDLOCK LIMITED	000403947
1469934 ONTARIO LTD.	001469934	BOOMICOM INC.	001397204
1516495 ONTARIO INC.	001516495	CARTH INC.	001008964
1559831 ONTARIO LIMITED	001559831	CURMAC ENTERPRISES INC.	001064232
575599 ONTARIO INC.	000575599	H.S. TECHNOLOGIES INC.	001319553
774628 ONTARIO LIMITED	000774628	HIGH-VUE INC.	001406614
2005-12-08		IMAGE TOOL LTD.	001128860
GOLDEN ACCEPTANCE MORTGAGE INVESTMENT CORPORATION	000685323	ITEK INTERNET SOLUTIONS INC.	002028369
R.W. DESIGN INC.	000658801	JELPEL INVESTMENTS LIMITED	000402047
2005-12-17		LEASETRON FINANCIAL SERVICES LIMITED	000396376
354272 ONTARIO LTD.	000354272	LINEEDA LEASING LIMITED	000581265
2005-12-18		LLOYD E. SMITH AGENCIES INC.	000467419
1334887 ONTARIO LTD.	001334887	LOMOND RENT-A-CAR LTD.	001517177
2005-12-19		MANDALSONS INC.	001216858
CANADIAN SAFE ESCAPE INC.	001307078	NEW PALMYRAS CONVENIENCE LTD.	001167996
2005-12-20		QUADTRONICS INCORPORATED	000515145
D. W. MATHESON ELECTRIC LIMITED	000300056	QUICK STEP INC.	001220204
DESTINATION CANADA II : AN EDUCATIONAL EXCHANGE INC.	001189592	WIN KI TRADING CO. LTD.	001001120
GERROD D. AIR CONDITIONING INC.	000671825	1236231 ONTARIO LTD.	001236231
MURON HOLDINGS INC.	000487093	1298877 ONTARIO LIMITED	001298877
SUN-SEAL LTD.	000501881	1523810 ONTARIO INC.	001523810
T C M FREIGHT MOVERS INC.	001397196	851163 ONTARIO LIMITED	000851163
1007834 ONTARIO INC.	001007834	2005-12-09	
1239220 ONTARIO LIMITED	001239220	B. BRATT APPRAISALS & CONSULTING INC.	001187552
860960 ONTARIO LTD.	000860960	BASIL SIMCOE 1983 LIMITED	000731221
2005-12-22		CAPRADAN HOLDINGS LIMITED	001007860
NELSON WADE CONTRACTORS LTD.	000499220	CJL LASER CLINICS INC.	002041268
2005-12-23		CRICKET FINE HOMES INC.	001243389
S. WALEEM DELUXE TRADERS INC.	001469364	CURLY'S 24 HR. TOWING LIMITED	000146560
2005-12-26		ENTOMON LTD.	000751807
JWE HOLDINGS CORP.	001325548	GLENN D. ADAMS CONSULTING SERVICES LTD.	001145220
MEETING CANADA CORP.	001509317	H. B. WHIPPLE CO. LIMITED	000060886
2005-12-28		J & J TRANSPORTATION LTD.	001167537
408959 ONTARIO LIMITED	000408959	JEFFREY WARD AND ASSOCIATES INC.	001573076
2005-12-29		JOHN FITZPATRICK TRANSPORT LTD.	000469198
A. BELACIC MANAGEMENT CO. LTD.	000366255	MYHILL MARKETING INC.	000998879
CANADIAN AIRPORTS LIMITED	000839369	NORIA MANAGEMENT SERVICES INC	001103270
CORPORATE MARKET DEVELOPMENT LIMITED	000304972	PAUL LAPRISE GENERAL WELDING LTD.	000443202
JANGC HOLDINGS LIMITED	000226056	QUEENSWAY TRAVEL TOURS INC.	000429795
LEINAD TOWING INC.	000986240	TITAN PROPERTY TAX CONSULTANTS LTD.	000990639
YAU & WONG HOLDING (CANADA) INC.	001198610	VERI HOLDINGS INC.	001354087
1324255 ONTARIO INC.	001324255	WILLIAM T. NICHOLS INSURANCE ADJUSTMENTS LIMITED	000247769
1571880 ONTARIO INC.	001571880	1019927 ONTARIO INC.	001019927
2004788 ONTARIO INC.	002004788	1107863 ONTARIO INC.	001107863
2013478 ONTARIO LTD.	002013478	1127652 ONTARIO INC.	001127652
2023648 ONTARIO INC.	002023648	1229981 ONTARIO LIMITED	001229981
748955 ONTARIO INC.	000748955	1598187 ONTARIO INC.	001598187
2005-12-30		583430 ONTARIO LIMITED	000583430
BRISTOW MANAGEMENT LTD.	000864637	718436 ONTARIO INC.	000718436
CANADA RUG INC.	001306853	2005-12-12	
G & S CAPITAL INC.	000830771	J & G HAIR DESIGN INC.	001085641
G & S SERVICES LIMITED	001100723	JAG HAIR & BEAUTY WORLD INC.	001328405
G. LOOI DRAFTING INC.	001100001	2005-12-14	
HEPWORTH STORE ALL LTD.	001643728	ALMEGA SOLUTIONS INC.	001467513
NAFIYAH TRADING INC.	001502181	ARCHCRAFT BUILDING STRUCTURE INC.	001051950
ORAL-TECH DENTAL LABORATORY INC.	002017362	BORDOFF MANAGEMENT COMPANY LIMITED	000215987
SINOCAN RUBBER & PLASTIC PRODUCTS INC.	001623520	CENTURY 21 REALTY PROFESSIONALS INC.	001179707
TARWALA AND SON ENTERPRISES LTD.	000782978	DEVASSY CONSULTING CORPORATION	001584614
THE LEISURE CAFE LTD.	001327590	DUFFERIN MOTORS LIMITED	000544765
TOM MACEWEN LTD.	000385269	G D V ASSOCIATES INC.	001319169
		GEFA LIMITED	000139815

Name of Corporation: Dénomination sociale de la compagnie:	Ontario Corporation Number Numéro de la compagnie en Ontario
GERARD MACH CONSULTING SERVICES INC.	000924309
INFOPROJECTS OF CANADA INC.	002065591
MAXIMUM TRUCK TRAILER REPAIR INC.	001325270
MIURA & ASSOCIATES INC.	000541276
MOONBEAM ENTERPRISES LIMITED	000246839
REEDS INDUSTRIAL HEATING LIMITED	000203057
SKYTECH HELICOPTERS LTD.	000932666
YARIBA SYSTEMS INC.	002032847
1077929 ONTARIO LIMITED	001077929
1240389 ONTARIO INC.	001240389
2028091 ONTARIO INC.	002028091
698241 ONTARIO INC.	000698241
792619 ONTARIO LIMITED	000792619
843490 ONTARIO LTD.	000843490
920747 ONTARIO LIMITED	000920747
2005-12-15	
CALI CREATIONS INC.	001499768
EYE-BEAMS & STEEL SUPPLY INC.	000687503
HENDAHL ENTERPRISES LIMITED	000368161
2005-12-16	
A K R C IMPORTS LTD.	001294478
2005-12-17	
1191030 ONTARIO LTD.	001191030
2005-12-19	
GREIGHT TRADING COMPANY LIMITED	001018040
RECON INDUSTRIAL PRODUCTS LIMITED	001264171
1304591 ONTARIO INC.	001304591
700184 ONTARIO LIMITED	000700184
2005-12-22	
ANDREAS SCHMIDT HOLDINGS LIMITED	000629512
BARRIER REEF WINDOWS, ROOFING AND ALUMINUM SIDING INC.	001350476
CAPITAL FORMING LIMITED	000643356
COOPERMAN KIELSTRA CHAPMAN, CHARTERED ACCOUNTANTS PROFESSIONAL CORPORATION	001546842
NATIONAL INSPECTION AND ENVIRONMENTAL TESTING INC.	000981423
NFN GENERAL CONTRACTORS LIMITED	000532596
WILLIAM R. RYAN HOLDINGS LTD.	000681098
1473686 ONTARIO INC.	001473686
2005-12-23	
CIRIELLO COIFFURE INC.	001131867
MARK V SOFTWARE INC.	001319796
1154501 ONTARIO INC.	001154501
2005-12-29	
LONDON AIR SECURITY LTD.	000710993
2006-01-03	
ADCOM ELECTRONICS INC.	000890889
ARCTIC BARE TAN INC.	001123295
KAZ TILE & MARBLE LTD.	000857221
L.K.W. INVESTMENTS LIMITED	000808962
LEAVING CLEVELAND INC.	002023166
LIMA'S FOOD MARKET INC.	001193048
QUALITY GIFT BASKETS INC.	001630103
ULTIMATE ARTISTS INC.	001155039
1002235 ONTARIO INC.	001002235
1149127 ONTARIO INC.	001149127
1193070 ONTARIO LIMITED	001193070
2006-01-04	
D. MCGEE CONSTRUCTION COMPANY LIMITED	000289804
DJF CONTRACTING INC.	001536814
PIPPI'S WORLD INC.	002018383
SHADRACK ENGINEERING (1978) LIMITED	000387609
TOWNPINE HOLDINGS (CAMBRIDGE) LTD.	001312551
WING WAH CONSULTING CO. LTD.	001051059
1040583 ONTARIO INC.	001040583
1070953 ONTARIO LTD.	001070953
1183099 ONTARIO INC.	001183099
1215366 ONTARIO INC.	001215366
1296963 ONTARIO LIMITED	001296963

Name of Corporation: Dénomination sociale de la compagnie:	Ontario Corporation Number Numéro de la compagnie en Ontario
1392169 ONTARIO LIMITED	001392169
1437271 ONTARIO LTD.	001437271
2006-01-05	
EXISTING ENTERPRISES LIMITED	000265949
JMSCB HOLDINGS INC.	001471991
MIRAKAL INTERNATIONAL LTD.	000871228
MROTHFELDB HOLDINGS INC.	001471997
1440970 ONTARIO INC.	001440970

(139-G031) B. G. HAWTON,
Director, Companies and Personal Property
Security Branch
Directrice, Direction des compagnies et des
sûretés mobilières

ERRATUM NOTICE Avis d'erreur

Vide Ontario Gazette, Vol. 138-52 dated December 24, 2005, page 3638.

NOTICE IS HEREBY GIVEN that the notice issued under subsection 241(3) under Notice of Default in Complying with the Corporations Information Act set out in the December 24, 2005 issue of the Ontario Gazette was issued with the incorrect title and subsection.

The notice should read:

Notice of Default in Complying with the Corporation Tax Act, subsection 241(1).

Cf. Gazette de l'Ontario, Vol. 138-52 datée du 24 décembre 2005, page 3638.

PAR LA PRÉSENTE, nous vous informons que l'avis émis en vertu de la Notice de non-observation de la Loi sur les renseignements exigés des compagnies et des associations et énoncé dans la Gazette de l'Ontario du 24 décembre 2005 indique le mauvais titre et subdivision.

Le titre est :

Avis d'inobservation de la Loi sur l'imposition des corporations, subdivision 241(1).

B. G. HAWTON,
Director, Companies and Personal Property
Security Branch
Directrice, Direction des compagnies et des
sûretés mobilières

ERRATUM NOTICE Avis d'erreur

Vide Ontario Gazette, Vol. 138-52 dated December 24, 2005, page 3639.

NOTICE IS HEREBY GIVEN that the notice issued under subsection 241(3) was missing the title set out in the December 24, 2005 issue of the Ontario Gazette.

The title should read:

Notice of Default in Complying with the Corporations Information Act

Cf. Gazette de l'Ontario, Vol. 138-52 datée du 24 décembre 2005, page 3639.

PAR LA PRÉSENTE, nous vous informons que l'avis émis en vertu de l'article 241(3) ne donne pas le titre indiqué dans la Gazette de l'Ontario du 24 décembre 2005 relativement.

Le titre est :

Notice de non-observation de la Loi sur les renseignements exigés des compagnies et des associations

B. G. HAWTON,
Director, Companies and Personal Property
Security Branch
Directrice, Direction des compagnies et des
sûretés mobilières

**Ministry of Municipal Affairs and
Housing
Ministère des Affaires municipales et
du Logement**

**ORDER MADE UNDER THE
MUNICIPAL ACT, 2001, S.O. 2001, c. 25**

UNITED COUNTIES OF PRESCOTT AND RUSSELL

TOWN OF HAWKESBURY, TOWNSHIP OF CHAMPLAIN

DEFINITIONS

1. In this Order,

“annexed area” means the area comprised of the lands described in the Schedule to this Order;

“County” means The Corporation of the United Counties of Prescott and Russell;

“Town” means The Corporation of the Town of Hawkesbury; and

“Township” means The Corporation of the Township of Champlain.

ANNEXATION

2. (1) On January 1, 2006, the portion of the Township described in the Schedule is annexed to the Town.

(2) All real property including any highway, street fixture, waterline, easement and restrictive covenant running with the land of the Township located in the annexed area vests in the Town on January 1, 2006.

TAXES, ETC

3. (1) All real property taxes under any general or special Act levied and uncollected in the annexed area which are due and unpaid on December 31, 2005, shall be deemed on January 1, 2006, to be taxes, charges and rates due and payable to the Town and may be collected by the Town.

(2) On or before March 1, 2006, the clerk of the Township shall prepare and furnish to the clerk of the Town a special collector’s roll showing all arrears of real property taxes or special rates assessed against the land in the annexed area up to and including December 31, 2005, and the persons assessed for them.

(3) Within 30 days of the date of collection by the Town of real property taxes or special rates that the Township is entitled to collect in the annexed area under subsection (1) that were due but unpaid on December 31, 2005, the Town shall pay to the Township an amount equal to the amount collected by the Town under subsection (1).

(4) If the Township has commenced tax arrear procedures under the *Municipal Act, 2001* or under Part XI of the *Municipal Act, 2001* for the annexed area and the procedures are not completed by January 1, 2006, the Town may continue the procedures.

ASSESSMENT

4. For the purposes of the assessment roll to be prepared for the Town under the *Assessment Act*, the annexed area shall be deemed to be part of the Town and the annexed area shall be assessed on the same basis that the assessment roll for the Town is prepared.

BY-LAWS

5. (1) On January 1, 2006, the by-laws of the Town extend to the annexed area and the by-laws of the Township cease to apply to such area except,

(a) by-laws of the Township,

(i) that were passed under section 34 or 41 of the *Planning Act* or a predecessor of those sections; and

(ii) that were passed under the *Highway Traffic Act* or the *Municipal Act, 2001* or a predecessor of those Acts that regulate the use of highways by vehicles and pedestrians and that regulate the encroachment or projection of buildings or any portion thereof upon or over highways,

which shall remain in force until amended or repealed by the council of the Town;

(b) by-laws of the Township passed under sections 45, 58 or 61 of the *Drainage Act* or a predecessor of those sections; and

(c) by-laws conferring rights, privileges, franchises, immunities or exemptions that could not have been lawfully repealed by the council of the Township.

(2) The official plan of the County, as it applies to the annexed area, and approved under the *Planning Act* or a predecessor of that Act, becomes an official plan of the Town and shall remain in force until amended or repealed.

(3) If the Township has commenced procedures to enact a by-law under any Act or the County has commenced procedures to adopt an official plan or an amendment thereto under the *Planning Act*, and that by-law, official plan or amendment applies to the annexed area and is not in force on January 1, 2006, the council of the Town may continue the procedures to enact the by-law or adopt the official plan or amendment to the extent that it applies to the annexed area.

SCHEDULE

Part of Parcel 4-2, Section 46-Broken Front Concession Township of West Hawkesbury now Town of Hawkesbury, being that portion of Lot 4, Broken Front Concession, in the Geographic Township of West Hawkesbury, now in the Township of Champlain, in the County of Prescott, designated as Part 1 on Plan 46R-4552, containing an area of 13.946 acres and being more particularly described as follows:

PREMISING that the astronomic bearing of North 72 degrees 11 minutes West of the northerly limit of those portions of the said Lot 4 Broken Front Concession designated as Parts 1 and 2 of Plan 46R-4121, referred to the meridian of Longitude 74 degrees 35 minutes 25 seconds West, governs all bearings quoted herein;

COMMENCING at the northwesterly corner of Block “A” as shown on a subdivision plan registered as Plan M-33 in the Land Registry Office for the County of Prescott, which said corner is distant 0.50 feet measured on a course of South 70 degrees 33 minutes 30 seconds East, from a witness Standard Iron Bar found;

THENCE North 18 degrees 50 minutes 30 seconds East, along the westerly limit of Park Block “A,” a One-Foot Reserve Block adjacent to Ascension Street, Lots 20, 21 and 22 and part of Lot 23 of a subdivision plan registered as Plan Number 227 in the Land Registry Office for the County of Prescott, a distance of 643.97 feet to a Short Standard Iron Bar found at the northeasterly corner of the said Part 1 of Plan 46R-4552;

THENCE North 72 degrees 11 minutes West, along the northerly limit of the said Part 1 on Plan 46R-4552, a distance of 348.98 feet to a Short Standard Iron Bar found therein;

THENCE continuing on a bearing of North 72 degrees 11 minutes West, along the said northerly limit of Part 1 on Plan 46R-4552, a distance of 159.97 feet to the northwesterly corner of the said Part 1 of Plan 46R-4552, being a point on the easterly limit of the lands currently under the jurisdiction of the Town of Hawkesbury, as set out in Instrument Number 30465 registered in the Land Registry Office for the County of Prescott, which said corner is distant 8.00 feet measured on a course of South 17 degrees 58 minutes 30 seconds West, from a Short Standard Iron Bar found at the northeasterly corner of that portion of the said Lot 4 Broken Front Concession designated as Part 19 on Plan 46R-2089;

THENCE South 17 degrees 58 minutes 30 seconds West, along the said easterly limit of the Town of Hawkesbury and the westerly limit of the said Part 1 of Plan 46R-4552, a distance of 866.92 feet to a Standard Iron Bar found therein;

THENCE continuing on a bearing of South 17 degrees 58 minutes 30 seconds West, along the said easterly limit of the Town of Hawkesbury and the said westerly limit of Part 1 of Plan 46R-4552, a distance of 350.07 feet to a Short Standard Iron Bar found at the southwest corner of the said Part 1 of Plan 46R-4552;

THENCE South 72 degrees 08 minutes East, along the southerly limit of the said Part 1 of Plan 46R-4552, a distance of 474.47 feet to a Short Standard Iron Bar found therein;

THENCE continuing on a bearing of South 72 degrees 08 minutes East, along the said southerly limit of Part 1 of Plan 46R-4552, a distance of 13.25 feet to a Short Standard Iron Bar found at the southeasterly corner of the said Part 1 of Plan 46R-4552, being also a point in the line between Lots 3 and 4, Broken Front Concession, in the Geographic Township of West Hawkesbury, and now in the Township of Champlain;

THENCE North 19 degrees 03 minutes East, along the easterly limit of the said Part 1 of Plan 46R-4552, being also along the said line between Lots 3 and 4 Broken Front Concession, a distance of 126.63 feet to the southwest corner of Lot 15 of the said Plan M-33, which said corner is distant 5.00 feet measured on a course of North 70 degrees 57 minutes West, from a witness Short Standard Iron Bar found;

THENCE North 19 degrees 06 minutes East, along the easterly limit of the said Part 1 of Plan 46R-4552, being also westerly limit of Lots 15, 14 and 13 and Block "A" of the said Plan M-33, a distant of 446.90 feet to the point of commencement.

DATED on December 14, 2005

(139-G020) JOHN GERRETSEN
Minister of Municipal Affairs and Housing

TOWN OF LATCHFORD

GEOGRAPHIC TOWNSHIP OF GILLIES LIMIT

DEFINITIONS

1. In this Order,

"former Town" means The Corporation of the Town of Latchford as it existed before January 1, 2006; and

"new municipality" means The Corporation of the Town of Latchford as established under section 2.

ANNEXATION

2. On January 1, 2006, the portion of the geographic township of Gillies Limit as described in the Schedule is annexed to The Corporation of the Town of Latchford.

ASSESSMENT

3. For the purpose of taxation on or after January 1, 2006, the area annexed under section 2 shall be deemed to be part of the new municipality.

BY-LAWS AND RESOLUTIONS

4. (1) On January 1, 2006, the by-laws of the former Town extend to the annexed area and shall remain in force in the annexed area including,

(a) by-laws of the former Town,

(i) that were passed under section 34 or 41 of the *Planning Act* or a predecessor of those sections; and

(ii) that were passed under the *Highway Traffic Act* or the *Municipal Act, 2001* or a predecessor of those Acts that regulate the use of highways by vehicles and pedestrians and that regulate the encroachment or projection of buildings or any portion thereof upon or over highways,

which shall remain in force until amended or repealed by the council of the Town;

(b) by-laws conferring rights, privileges, franchises, immunities or exemptions that could not have been lawfully repealed by the council of the former Town.

(2) The official plan of the former Town, as it applies to the annexed area, and approved under the *Planning Act* or a predecessor of that Act, becomes an official plan of the new municipality and shall remain in force until amended or repealed.

(3) If the former Town has commenced procedures under the *Planning Act* to adopt an official plan or an amendment to its official plan and that official plan or amendment to the official plan is not in force on January 1, 2006, the new municipality may continue procedures to adopt the official plan or an amendment to the official plan.

ASSETS AND LIABILITIES

5. On January 1, 2006 all assets and liabilities, rights and obligations of the former Town are vested in and become assets and liabilities, rights and obligations of the new municipality.

DISPUTE RESOLUTION

6. (1) Where a dispute between the former Town and an owner of property in the annexed area arises with respect to any issue arising out of the interpretation of this Order, the matter in dispute may be referred to mediation.

(2) Where the matter in dispute under subsection (1) is not resolved by mediation, the matter in dispute may be referred,

(a) to arbitration in accordance with the provisions of the *Arbitration Act, 1991*; or

(b) subject to the agreement of the former Town and to the owner of property in the annexed area, to the council of the new municipality subsequent to January 1, 2006, for resolution.

(3) Where a matter in dispute is referred to arbitration in accordance with clause 9.2(a), the decision of the arbitrator is final.

SCHEDULE

ALL AND SINGULAR that certain parcel or tract of land situate, lying and being in the Geographic Township of Gilles Limit, in the District of Timiskaming, and being composed of the following area, which said parcel or tract of land is more particularly described as follows:

COMMENCING at the south east corner of Block 22 in the Township of Gillies Limit;

THENCE southerly along the boundary between the Township of Gillies Limit and Lorrain Township to north east former of the Township of Best in the District of Nipissing;

THENCE south westerly along the south easterly limits of Blocks 79, 87, 88, 93, 94 and 97 to the most southerly corner of Block 97 which is also the most southerly corner of the Township of Gillies Limit;

THENCE north westerly along the south westerly limits of Blocks 97, 98, 96, 92, 85, 86, 78, 70, 61, 52 and 42, being also the boundary between the Township of Gillies Limit and Best Township in the District of Nipissing, and Gillies Limit and Brigstocke Township in the District of Nipissing, to the north west corner of Block 42.

THENCE north easterly along the boundary between Coleman Township and Gillies Limit and across Bay Lake to the high water mark on the easterly shore of Bay Lake;

THENCE south easterly following the said high water mark to a point which is south 89°58' east and distant 320 feet more or less from the south east corner of the Townsite of Latchford;

THENCE south 89°58' east and a distance of 320 feet more or less along the south limit of Latchford Townsite to an iron survey bar marking the south east corner of Latchford Townsite;

THENCE northerly along the line between the east limit of Latchford Townsite and the west limit of Block 29 and Block 21 in the Township of Gillies Limit, a distance of 3876 feet more or less to the high water mark on the easterly shore of the Montreal River;

THENCE north easterly following the said high water mark to the intersection of the Montreal River with the north western boundary of the Township of Gillies Limit;

THENCE north easterly along the north western boundary of the Township of Gillies Limit to the most westerly angle point of Block 13 in the Township of Gillies Limit;

THENCE southerly in a straight line to the point of intersection with the easterly limit of the Ontario Northland Railway right-of-way which said point of intersection is 311.50 feet west of the monumented survey line of TransCanada Pipelines right-of-way;

THENCE easterly along the southern boundaries of Blocks 29, 28, 27, 26, 25, 24, 23 and 22 to the south east corner of Block 22, being the point of commencement;

AND containing (by scaling) an area of 40,387 acres, be the same, more or less.

DATED on December 15, 2005

(139-G021) JOHN GERRETSEN
Minister of Municipal Affairs and Housing

COUNTY OF HURON

TOWNSHIP OF NORTH HURON, MUNICIPALITY OF MORRIS-TURNBERRY

DEFINITIONS

1. In this Order,

“annexed area” means the area comprised of the lands described in the Schedule to this Order;

“Municipality” means The Corporation of the Municipality of Morris-Turnberry; and

“Township” means The Corporation of the Township of North Huron.

ANNEXATION

2. (1) On January 1, 2006, the portion of the Municipality described in the Schedule is annexed to the Township.
- (2) All real property including any highway, street fixture, waterline, easement and restrictive covenant running with the land of the Municipality located in the annexed area vests in the Township on January 1, 2006.
- (3) Subject to subsection (2), all assets and liabilities of the Municipality that are located in the annexed area remain the assets or liabilities of the Municipality.

TAXES, ETC

3. (1) All real property taxes under any general or special Act levied and uncollected in the annexed area which are due and unpaid on December 31, 2005, shall be deemed on January 1, 2006, to be taxes, charges and rates due and payable to the Township and may be collected by the Township.
- (2) On or before March 1, 2006, the clerk of the Municipality shall prepare and furnish to the clerk of the Township a special collector's roll showing all arrears of real property taxes or special rates assessed against the land in the annexed area up to and including December 31, 2005, and the persons assessed for them.
- (3) Within 30 days of the date of collection by the Township of real property taxes or special rates that the Municipality is entitled to collect in the annexed area under subsection (1) that were due but unpaid on December 31, 2005, the Township shall pay to the Municipality an amount equal to the amount collected by the Township under subsection (1).
- (4) If the Municipality has commenced tax arrear procedures under the *Municipal Act, 2001* or under Part XI of the *Municipal Act, 2001* for the annexed area and the procedures are not completed by January 1, 2006, the Township may continue the procedures.

ASSESSMENT

4. For the purposes of the assessment roll to be prepared for the Township under the *Assessment Act*, the annexed area shall be deemed to be part of the Township and the annexed area shall be assessed on the same basis that the assessment roll for the Township is prepared.
5. (1) On January 1, 2006, the by-laws of the Township extend to the annexed area and the by-laws of the Municipality cease to apply to such area except,
 - (a) by-laws of the Municipality,
 - (i) that were passed under section 34 or 41 of the *Planning Act* or a predecessor of those sections; and
 - (ii) that were passed under the *Highway Traffic Act* or the *Municipal Act, 2001* or a predecessor of those Acts that regulate the use of highways by vehicles and pedestrians and that regulate the encroachment or projection of buildings or any portion thereof upon or over highways,
 which shall remain in force until amended or repealed by the council of the Township;
 - (b) by-laws of the Municipality passed under sections 45, 58 or 61 of the *Drainage Act* or a predecessor of those sections; and
 - (c) by-laws conferring rights, privileges, franchises, immunities or exemptions that could not have been lawfully repealed by the council of the Municipality.

- (2) The official plan of the Municipality, as it applies to the annexed area, and approved under the *Planning Act* or a predecessor of that Act, becomes an official plan of the Township and shall remain in force until amended or repealed.
- (3) If the Municipality has commenced procedures to enact a by-law under any Act or to adopt an official plan or an amendment thereto under the *Planning Act*, and that by-law, official plan or amendment applies to the annexed area and is not in force on January 1, 2006, the council of the Township may continue the procedures to enact the by-law or adopt the official plan or amendment to the extent that it applies to the annexed area.

DISPUTE RESOLUTION

6. (1) If a dispute arises with respect to any issue arising out of the interpretation of this Order, the matter in dispute may be referred for resolution through mediation. The mediator shall be agreed upon by all parties.
- (2) If a mediator cannot be agreed upon by all parties or the dispute is not resolved through mediation, the matter may be referred to arbitration, to be conducted in accordance with the provisions of the *Arbitration Act, 1991* except as provided herein.
- (3) Where a dispute is referred to mediation under subsection (1) or to arbitration under subsection (2), the costs associated with the mediation or arbitration proceedings under this section shall be shared equally between the parties.

SCHEDULE

Part of Lots 5 and 6, Concession 1, in the former Township of Turnberry, now in the Municipality of Morris-Turnberry.

COMMENCING on the south limit of the Maitland River at its intersection with the west limit of Lot 5, said point being on the boundary of the Township of North Huron;

THENCE south and east along the south limit of the Maitland River to its intersection with the east limit of Lot 6;

THENCE southerly along the east limit of Lot 6 to its intersection with the southern limit of Victoria Street, as shown on Registered Plan No. 430, produced east;

THENCE west, along said produced south limit of Victoria Street, to a point distant two hundred feet (200') east of the west limit of Lot 5,

THENCE north, parallel with the said west limit of Lot 5, five hundred and twenty two feet (522') more or less, to the intersection with the south limit of John Street, as shown on Registered Plan No. 449, produced east

THENCE west along said south limit of John Street produced, a distance of two hundred feet (200') to the west limit of said Lot 5;

THENCE north along the west limit of Lot 5, being the east limit of the Township of North Huron, to the POINT OF COMMENCEMENT.

DATED on December 14, 2005

(139-G022) JOHN GERRETSEN
Minister of Municipal Affairs and Housing

COUNTY OF GREY

CITY OF OWEN SOUND, MUNICIPALITY OF MEAFORD

DEFINITIONS

1. In this Order,

“annexed area” means the area comprised of the lands described in the Schedule to this Order;

“City” means The Corporation of the City of Owen Sound;

“County” means The Corporation of the County of Grey; and

“Municipality” means The Corporation of the Municipality of Meaford.

ANNEXATION

- (1) On January 1, 2006, the portion of the Municipality described in the Schedule is annexed to the City.
- (2) All real property including any highway, street fixture, waterline, easement and restrictive covenant running with the land of the Municipality located in the annexed area vests in the City on January 1, 2006.

TAXES, ETC

3. (1) All real property taxes under any general or special Act levied and uncollected in the annexed area which are due and unpaid on December 31, 2005, shall be deemed on January 1, 2006, to be taxes, charges and rates due and payable to the City and may be collected by the City.
- (2) As soon as practicable after January 1, 2006, the clerk of the Municipality shall prepare and furnish to the clerk of the City a special collector's roll showing all arrears of real property taxes or special rates assessed against the land in the annexed area up to and including December 31, 2005, and the persons assessed for them.
- (3) Within 30 days of the date of collection by the City of real property taxes or special rates that the Municipality is entitled to collect in the annexed area under subsection (1) that were due but unpaid on December 31, 2005, the City shall pay to the Municipality an amount equal to the amount collected by the City under subsection (1).
- (4) If the Municipality has commenced tax arrear procedures under the *Municipal Act, 2001* or under Part XI of the *Municipal Act, 2001* for the annexed area and the procedures are not completed by January 1, 2006, the City may continue the procedures.

ASSESSMENT

4. For the purposes of the assessment roll to be prepared for the City under the *Assessment Act*, the annexed area shall be deemed to be part of the City and the annexed area shall be assessed on the same basis that the assessment roll for the City is prepared.

BY-LAWS

5. (1) On January 1, 2006, the by-laws of the City extend to the annexed area and the by-laws of the Municipality cease to apply to such area except,
- (a) by-laws of the Municipality,
- (i) that were passed under section 34 or 41 of the *Planning Act* or a predecessor of those sections; and
- (ii) that were passed under the *Highway Traffic Act* or the *Municipal Act, 2001* or a predecessor of those Acts that regulate the use of highways by vehicles and pedestrians and that regulate the encroachment or projection of buildings or any portion thereof upon or over highways,

which shall remain in force until amended or repealed by the council of the City;

- (b) by-laws of the Municipality passed under sections 45, 58 or 61 of the *Drainage Act* or a predecessor of those sections; and
- (c) by-laws conferring rights, privileges, franchises, immunities or exemptions that could not have been lawfully repealed by the council of the Municipality.

- (2) The official plan of the County, as it applies to the annexed area, and approved under the *Planning Act* or a predecessor of that Act, becomes an official plan of the City and shall remain in force until amended or repealed.
- (3) If the Municipality has commenced procedures to enact a by-law under any Act or the County has commenced procedures to adopt an official plan or an amendment thereto under the *Planning Act*, and that by-law, official plan or amendment applies to the annexed area and is not in force on January 1, 2006, the council of the City may continue the procedures to enact the by-law or adopt the official plan or amendment to the extent that it applies to the annexed area.

SCHEDULE

Parts of Lots 20 and 21, Concession 10 and part of the original road allowance between Lots 21 and 22 through Concession 10 in the Geographic Township of Sydenham now part of the Municipality of Meaford in the County of Grey.

COMMENCING at a point on the southerly limit of Lot 20, distant 200 feet measured easterly therealong from the southwesterly angle of said Lot;

THENCE northerly and parallel with the westerly limit of Lot 20 a distance of 1980 feet more or less to a point on the northerly limit of Lot 20 being the southeasterly angle of Part 3 according to Reference Plan No. 16R-7895 filed in the Grey County Registry Office;

THENCE Northerly and parallel with the westerly limit of Lot 20 and being along the easterly limit of Parts 3, 2, and 1 according to Reference Plan No. 16R-7895 a distance of 995.35 feet to the limit between the north half and the south half of Lot 21;

THENCE Continuing northerly parallel with the westerly limit of Lot 21 and being along the easterly limit of Part 1 according to Reference Plan 16R-3672 a distance of 997.10 feet to the northeasterly angle of Part 1, Reference Plan No. 16R-3672 and the northerly limit of Lot 21;

THENCE Northerly and parallel with the westerly limit of Lot 21 a distance of 33 feet to the centre line of the original road allowance between Lots 21 and 22;

THENCE Easterly along the centre line of the said road allowance a distance of 897 feet more or less to its intersection with the production northerly of the westerly limit of Part 1 according to Reference Plan 16R-6209 filed in the Grey County Registry office;

THENCE Southerly along said production and the westerly limit of the last mentioned Part 1 a distance of 1036.02 feet to intersection with the limit between the north and south halves of Lot 21 and the southwesterly angle of the last mentioned Part 1;

THENCE Southerly and parallel with the westerly limits of Lots 21 and 22 a distance of 2975 feet more or less to the southerly limit of Lot 20;

THENCE Westerly along the said southerly limit a distance of 902 feet to the point of commencement.

Containing by admeasurement 83 acres.

DATED on December 14, 2005

(139-G023) JOHN GERRETSEN
Minister of Municipal Affairs and Housing

COUNTY OF ELGIN

CITY OF ST. THOMAS, MUNICIPALITY OF CENTRAL ELGIN

DEFINITIONS

1. In this Order,

“City annexed area” means the area comprised of the lands described in Schedule “A” to this Order;

“City” means The Corporation of the City of St. Thomas;

“County of Elgin” means The Corporation of the County of Elgin;

“Municipality” means The Corporation of the Municipality of Central Elgin; and,

“Municipality annexed area” means the area comprised of the lands described in Schedule “B” to this Order.

ANNEXATION

2. (1) On January 1, 2006, the portion of the Municipality described in Schedule “A” is annexed to the City.

(2) All real property including any highway, street fixture, waterline, easement and restrictive covenant running with the land of the Municipality located in the City annexed area vests in the City on January 1, 2006.

(3) Subject to subsection (2), assets and liabilities of the Municipality or the County that are located in the City annexed area remain the assets or liabilities of the Municipality or the County, as the case may be.

3. (1) On January 1, 2006, the portion of the City described in Schedule “B” is annexed to the Municipality and forms part of Ward Four of the Municipality.

(2) All real property including any highway, street fixture, waterline, easement and restrictive covenant running with the land of the City located in the Municipality annexed area vests in the Municipality on January 1, 2006.

(3) Subject to subsection (2), assets and liabilities of the City or the County that are located in the Municipality annexed area remain the assets or liabilities of the City or the County, as the case may be.

TAXES, ETC

4. (1) All real property taxes under any general or special Act levied and uncollected in the City annexed area which are due and unpaid on December 31, 2005, shall be deemed on January 1, 2006, to be taxes, charges and rates due and payable to the City and may be collected by the City.

(2) On or before March 1, 2006, the clerk of the Municipality shall prepare and furnish to the clerk of the City a special collector’s roll showing all arrears of real property taxes or special rates assessed against the land in the City annexed area up to and including December 31, 2005, and the persons assessed for them.

(3) Within 30 days of the date of collection by the City of real property taxes or special rates that the Municipality is entitled to collect in the City annexed area under subsection (1) that were due but unpaid on December 31, 2005, the City shall pay to the Municipality an amount equal to the amount collected by the City under subsection (1).

(4) If the Municipality has commenced tax arrear procedures under the *Municipal Act, 2001* or under Part XI of the *Municipal Act, 2001* for the City annexed area and the procedures are not

completed by January 1, 2006, the City may continue the procedures.

5. (1) All real property taxes under any general or special Act levied and uncollected in the Municipality annexed area which are due and unpaid on December 31, 2005, shall be deemed on January 1, 2006, to be taxes, charges and rates due and payable to the Municipality and may be collected by the Municipality.
- (2) On or before March 1, 2006, the clerk of the City shall prepare and furnish to the clerk of the Municipality a special collector's roll showing all arrears of real property taxes or special rates assessed against the land in the Municipality annexed area up to and including December 31, 2005, and the persons assessed for them.
- (3) Within 30 days of the date of collection by the City of real property taxes or special rates that the Municipality is entitled to collect in the Municipality annexed area under subsection (1) that were due but unpaid on December 31, 2005, the City shall pay to the Municipality an amount equal to the amount collected by the City under subsection (1).
- (4) If the City has commenced tax arrear procedures under the *Municipal Act, 2001* for the Municipality annexed area and the procedures are not completed by January 1, 2006, the Municipality may continue the procedures.

ASSESSMENT

6. For the purposes of the assessment roll to be prepared for the City under the *Assessment Act*, the City annexed area shall be deemed to be part of the City and the City annexed area shall be assessed on the same basis that the assessment roll for the City is prepared.
7. For the purposes of the assessment roll to be prepared for the Municipality under the *Assessment Act*, the Municipality annexed area shall be deemed to be part of the Municipality and the Municipality annexed area shall be assessed on the same basis that the assessment roll for the Municipality is prepared.

BY-LAWS

8. (1) On January 1, 2006, the by-laws of the City extend to the City annexed area and the by-laws of the Municipality cease to apply to such area except,
 - (a) by-laws of the Municipality,
 - (i) that were passed under section 34 or 41 of the *Planning Act* or a predecessor of those sections; and
 - (ii) that were passed under the *Highway Traffic Act* or the *Municipal Act, 2001* or a predecessor of those Acts that regulate the use of highways by vehicles and pedestrians and that regulate the encroachment or projection of buildings or any portion thereof upon or over highways,

which shall remain in force until amended or repealed by the council of the City;
 - (b) by-laws of the City passed under the Development Charges Act which shall remain in force until repealed by the council of the Municipality or expire under that Act; and
 - (c) by-laws of the Municipality passed under sections 45, 58 or 61 of the *Drainage Act* or a predecessor of those sections;
 - (d) by-laws of the Municipality passed under section 10 of the *Weed Control Act*; and
 - (e) by-laws conferring rights, privileges, franchises, immunities or exemptions that could not have been lawfully repealed by the council of the Municipality

- (2) The official plan of the Municipality, as it applies to the City annexed area, and approved under the *Planning Act* or a predecessor of that Act, becomes an official plan of the City and shall remain in force until amended or repealed.
 - (3) If the Municipality has commenced procedures to enact a by-law under any Act or to adopt an official plan or an amendment thereto under the *Planning Act*, and that by-law, official plan or amendment applies to the City annexed area and is not in force on January 1, 2006, the council of the City may continue the procedures to enact the by-law or adopt the official plan or amendment to the extent that it applies to the City annexed area.
9. (1) On January 1, 2006, the by-laws of the Municipality extend to the Municipality annexed area and the by-laws of the City cease to apply to such area except,
 - (a) by-laws of the City,
 - (i) that were passed under section 34 or 41 of the *Planning Act* or a predecessor of those sections; and
 - (ii) that were passed under the *Highway Traffic Act* or the *Municipal Act, 2001* or a predecessor of those Acts that regulate the use of highways by vehicles and pedestrians and that regulate the encroachment or projection of buildings or any portion thereof upon or over highways,

which shall remain in force until amended or repealed by the council of the Municipality;
 - (b) by-laws of the City passed under the Development Charges Act which shall remain in force until repealed by the council of the Municipality or expire under that Act; and
 - (c) by-laws of the City passed under sections 45, 58 or 61 of the *Drainage Act* or a predecessor of those sections;
 - (d) by-laws of the City passed under section 10 of the *Weed Control Act*; and
 - (e) by-laws conferring rights, privileges, franchises, immunities or exemptions that could not have been lawfully repealed by the council of the City.
 - (2) The official plan of the City, as it applies to the Municipality annexed area, and approved under the *Planning Act* or a predecessor of that Act, becomes an official plan of the Municipality and shall remain in force until amended or repealed.
 - (3) If the City has commenced procedures to enact a by-law under any Act or to adopt an official plan or an amendment thereto under the *Planning Act*, and that by-law, official plan or amendment applies to the Municipality annexed area and is not in force on January 1, 2006, the council of the Municipality may continue the procedures to enact the by-law or adopt the official plan or amendment to the extent that it applies to the Municipality annexed area.

SCHEDULE "A"

Parcel 2 (Talbot Street)

Being composed of Part of Lot 10, Concession 8 and Part of Lot 10, Concession 9 and Part of the road allowance between Concessions 8 and 9 adjacent to Lot 10 all in the Geographic Township of Yarmouth, Municipality of Central Elgin, County of Elgin, being part of PIN 35192-0064 and further described as:

COMMENCING at a point in the south east angle of said Lot 10, Concession 9

THENCE northerly along the easterly limit of said Lot 10, Concession 9 a distance of 77.00 feet, said point being in the northerly limit of the

lands outlined in red and designated as required for the purposes of the Department on Plan D-353 registered in the Registry Office for the Registry Division of Elgin (11).

THENCE southwesterly and westerly along the northerly limit of said Plan D-353 to a point in the easterly limit of Lot 11, Plan 260 registered in the Registry Office for the Registry Division of Elgin,

THENCE southerly along the easterly limit of said Lot 11, Plan 260, 10.40 feet more or less to a point in the south east angle of said Lot 11, Plan 260,

THENCE southerly in a straight line to a point in the north east angle of Part 3, Plan 11R-5555 deposited in the Registry Office for the Registry Division of Elgin (11), said point also being in the southerly limit of the lands outlined in red and designated as required for the purposes of the Department of Plan d_359 registered in the Registry Office for the Registry Division of Elgin,

THENCE easterly and southeasterly along the southerly limit of said Plan D-359 to a point in the easterly limit of said Lot 10, Concession 8,

THENCE northerly along the easterly limit of said Lot 10, Concession 8, 77.00 feet more or less to a point in the north east angle of said Lot 10, Concession 8,

THENCE northerly in a straight line to the point of commencement.

Parcel 3

All of PIN 35193-0018

Being Part of Lot 10 Concession 8, Geographic Township of Yarmouth, Municipality of Central Elgin, County of Elgin:

Described as Parts 1, 2, 3 and 4, 11R-7590.

Parcel 4 (Elm St, City Boundary to West Limit Centennial Rd)

Being part of the road allowance between Concessions 7 and 8, adjacent to Lots 9 & 10, Geographic Township of Yarmouth, part of the street widening adjacent to Lots 52, 53, 54, 55, 56, 57 and 58 as shown on Plan 308 registered in the Registry Office for the Registry Division of Elgin (11), part of Coulter Avenue as shown on said Plan 308 and all of the street widening adjacent to Lots 1, 2, 3, 4, 5, 6 and 7 on said Plan 308, Municipality of Central Elgin, County of Elgin,

COMMENCING at a point in the intersection of the north limit of Lot 10, Concession 7, Geographic Township of Yarmouth, with the west limit of a public road laid out through Lots 10 and 11 Concession 7 and known as Centennial Road,

THENCE north along the northerly production of the westerly limit of said Centennial Road to a point in the south limit of Lot 58, Plan 308, registered in the Registry Office for the Registry Division of Elgin (11).

THENCE westerly along the southerly limits of Lots 58, 57, 56, 55, 54, 53 and 52, on said Plan 308, to a point in the southwest angle of Lot 52, on said Plan 308,

THENCE westerly to a point in the southeast angle of Lot 7 on said Plan 308,

THENCE westerly along the southerly limits of Lots 7, 6, 5, 4, 3, 2 and 1 as shown on said Plan 308 to a point in the south west angle of Lot 1, as shown on Plan 308,

THENCE south along the westerly limit of said Plan 308 to a point in the southerly limit of Lot 8 as shown on Plan 277, Registered in the Registry Office for the Registry Division of Elgin (11), which point is also in the northerly limit of the road allowance between Concessions 7 and 8, (Elm Street),

THENCE westerly along the northerly limit of the road allowance between Concessions 7 and 8 (Elm Street) to a point in the southwest angle of Part 2, 11R-1794,

THENCE south along the southerly production of the westerly limit of Parts 1 and 2, 11R-1794 to the centre of the road allowance between Concessions 7 and 8 (Elm Street),

THENCE easterly along the centre line of the road allowance between Concession 7 and 8 (Elm Street) to the intersection with the northerly production of the westerly limit of Lot 10 Concession 7,

THENCE southerly along the northerly production of the westerly limit of Lot 10 Concession 7, to a point in the north west angle of Lot 10, Concession 7,

THENCE easterly along the northerly limit of Lot 10, Concession 7 to the point of commencement.

Parcel 5a

Being Part of the road allowance between Concession 6 and 7 adjacent to Lots 5 and 6 and all of the north half of Lot 5 Concession 6, and all of the north half of Lot 6 Concession 6, all in the geographic Township of Yarmouth, Municipality of Central Elgin, County of Elgin, being part of PIN 35235-0002 and more particularly described as:

COMMENCING at a point in the north east angle of Lot 6, Concession 6,

THENCE south along the east limit of Lot 6 Concession 6 to a point in the south east angle of the north half of Lot 6, Concession 6,

THENCE west along the south limit of the north half of Lot 6 Concession 6 and along the south limit of the north half of Lot 5, Concession 6 to a point in the south west angle of the North half of Lot 5, Concession 6,

THENCE North along the West limit of Lot 5, Concession 6 and its extension northerly to a point in the north limit of the road allowance between Concessions 6 and 7 (Southdale Line)

THENCE easterly along the northerly limit of the road allowance between Concession 6 and 7 (Southdale Line) to a point in the southeast angle of Lot 6, Concession 7,

THENCE southerly along the southerly production of the westerly limit of Lot 7, Concession 7 to a point in the south limit of the road allowance between Concessions 5 and 7, (Southdale Lie)

THENCE easterly along the southerly limit of the road allowance between Concessions 6 and 7 (Southdale Line) to the point of commencement.

Parcel 5b

All of the PIN 35244-0141

Described as the South half of Lot 9 Concession 7, Geographic Township of Yarmouth, Municipality of Central Elgin, County of Elgin.

Parcel 5c

Firstly

All of PIN 35244-0142

Described as the North half of Lot 10 Concession 7, and the North Half of the South half of Lot 10 Concession 7, except Part 2, 11R-5718 and except that part of Lot 10 Concession 7 occupied and used for a public road laid out through Lots 10 and 11 Concession 7, known as Centennial Road, Geographic Township of Yarmouth, Municipality of Central Elgin, County of Elgin.

Secondly

All of PIN 35244-0143

Described as the South half of the South half of Lot 10 Concession 7, except Part 1, 11R-5718 and except that part of Lot 10 Concession 7 occupied and used for a public road laid out through Lots 10 and 11 Concession 7, known as Centennial Road, Geographic Township of Yarmouth, Municipality of Central Elgin, County of Elgin.

Parcel 5d (From Fairview Ave to Centennial Rd)

Being composed of part of the road allowance between Concessions 6 and 7 adjacent to Lots 8, 9 and 10 in the Geographic Township of Yarmouth, Municipality of Central Elgin, County of Elgin, being part of PIN 35244-0535 and more particularly described as:

COMMENCING at a point in the south west angle of Lot 9, Concession 7,

THENCE southerly along the southerly production of the west limit of Lot 9, Concession 7 to a point in the centre line of the road allowance between Concessions 6 and 7 (Southdale Line),

THENCE westerly along the centre line of the road allowance between Concession 6 and 7 (Southdale Line) to the intersection with the northerly production of the westerly limit of Lot 8, Concession 6,

THENCE southerly along the northerly production of the westerly limit of Lot 8, Concession 6, to the north west angle of the Lot 8, Concession 6,

THENCE easterly along the northerly limits of Lot 8, Concession 6, Lot 9, Concession 6 and Lot 10, Concession 6 to a point in the north west angle of Part 1, D-1480, Thence northerly to a point in the south west angle of Part 1, 11R-5718, said point being in the south limit of Lot 10 Concession 7,

THENCE westerly along the south limits of Lot 10, Concession 7 and Lot 9 Concession 7 to the point of commencement.

Parcel 6

Being composed of Part of Lot 9, Range 1 North Edgeware Road, Part of Lot 9, Range 1 South Edgeware Road, all of Lot 10, Range 1 North Edgeware Road, all of Lot 10, Range 1 South Edgeware Road and part of Edgeware Road between Lots 9 and 10, Geographic Township of Yarmouth, Municipality of Central Elgin, County of Elgin,

COMMENCING at North West angle of the east half of Lot 9 Range 1 North Edgeware Road,

THENCE south along the limit between the east half and the west half of Lot 9, Range 1 North Edgeware Road to point in the south limit of Lot 9, Range 1 North Edgeware Road,

THENCE south to a point in the northwest angle of the east half of Lot 9, Range 1, South Edgeware Road,

THENCE south along the limit between the east half and west half of Lot 9, Range 1 South Edgeware Road to a point in the south limit of Lot 9, Range 1, South Edgeware Road,

THENCE east along the south limit of Lot 9, Range 1, South Edgeware Road and along the south limit of Lot 10, range 1 South Edgeware Road to a point in the south east angle of Lot 10, Range 1, South Edgeware Road

THENCE north along the east limit of Lot 10, Range 1, South Edgeware Road to a point in the northeast angle of Lot 10, Range 1, South Edgeware Road,

THENCE north to a point in the south east angle of Lot 10, range 1 North Edgeware Road,

THENCE north along the east limit of Lot 10, Range 1 North Edgeware Road to a point in the North East angle of Lot 10, Range 1, North Edgeware Road,

THENCE west along the north limit of Lot 10, Range 1 North Edgeware Road, and along to the North limit of Lot 9, Range 1 North Edgeware Road to the point of commencement,

SAVE and EXCEPT Part 27 on Registered Plan D-880.

Parcel 7 (North Talbot Street West)

Being composed of Part of Block A and Part of Crescent Avenue as shown on Plan 144 Registered in the Registry Office for Registry Division of Elgin (11), Part of Lot 1, Concession 9, Geographic Township of Yarmouth, Part of the road allowance between Concession 8 and 9 adjacent to Lot 1, Geographic Township of Yarmouth, and part of the road allowance between the Geographic Township of Yarmouth and Southwold, Municipality of Central Elgin, County of Elgin,

COMMENCING at a point in the most south westerly angle of the lands designated as Part 1 on the plan attached to Instrument 399051 Registered in the Registry Office for the Registry Division of Elgin (11), said point being in the centreline of the road allowance between the Geographic Townships of Yarmouth and Southwold,

THENCE northerly along the westerly limit of the lands designated as Part 1 on the plan attached to said Instrument 399051, being also the centreline of the road allowance between the Geographic Townships of Yarmouth and Southwold, to a point in the most northwesterly angle of the lands designated as Part 1 on the plan attached to said Instrument 399051,

THENCE southeasterly along the northerly limit of the lands designated as Part 1 on the plan attached to said Instrument 399051, to a point in the easterly limit of the road allowance between the Geographic Townships of Yarmouth and Southwold,

THENCE northerly along the easterly limit of the road allowance between the Geographic Townships of Yarmouth and Southwold to a point, said point being in the northerly limit of the lands outlined in red and designated as required for the purposes of the Department on Plan D-445 registered in the Registry Office for the Registry Division of Elgin (11),

THENCE easterly along the northerly limit of the lands outlined in red and designated as required for the purposes of the Department on Plan D-445 registered in the Registry Office for the Registry Division of Elgin (11) to a point in the westerly limit of said Crescent Avenue, said point being in the northerly limit of the lands designated as Part 2 on the plan attached to said Instrument 399051,

THENCE easterly, northerly, northeasterly, southeasterly, northerly and easterly following the limits of the lands designated as Part 2 on the Plan attached to said Instrument 399051 to a point in the left hand bank of Kettle Creek facing downstream, prior to its diversion in 1958, said point being in the Municipal boundary between the City of St. Thomas and the Municipality of Central Elgin,

THENCE southerly, southwestly, westerly, northwestly, westerly and southerly along the left hand bank of Kettle Creek facing downstream, prior to its diversion in 1958, and being coincident with the limits of the lands designated as Part 2 on the plan attached to said Instrument 399051, to a point in the north limit of the lands designated as Part 1 on the plan attached to said Instrument 399051,

THENCE southerly, southwestly and westerly along the left hand bank of Kettle Creek facing downstream, prior to its diversion in 1958, and being coincident with the limits of the lands designated as Part 1 on the plan attached to said Instrument 399501, to the point of commencement.

SCHEDULE "B"

Parcel 1 (East of Wellington Road and Townline)

Being composed of part of Gore Lot A between Lots 45 and 46 North Talbot Road and part of Gore Lot b between Lots 45 and 46 North Talbot Road, Geographic Township of Southwold and part of the road

allowance between the Geographic Townships of Yarmouth and Southwold, City of St. Thomas, County of Elgin,

COMMENCING at a point in the intersection of the centre line of the road allowance between the Geographic Townships of Southwold and Yarmouth with the northeasterly limit of the lands designated as Part 1 on the plan attached to Instrument Number 399053, Registered in the Registry Office for the Registry Division of Elgin (11),

THENCE northwesterly, northerly, westerly and northwesterly along the limits of the lands designated as Part 1 on the plan attached to said Registered Instrument Number 399053, to a point in the most northerly angle of said Part 1, said point also being an angle of the lands designated as Part 1 on the plan attached to Instrument Number 399052, Registered in the Registry Office for the Registry Division of Elgin (11),

THENCE northwesterly along the limits of the lands designated as Part 1 on the plan attached to said Instrument Number 399052, to a point in the southeasterly limit of Parcel 1 as shown on Plan D-455 registered in the Registry Office for the Registry Division of Elgin (11),

THENCE northeasterly along the southeasterly limit of Parcel 1 as shown on said Plan D-455 to a point in the most easterly angle of Parcel 1 on said Plan D-455.

THENCE northeasterly to a point in the southeasterly limit of Gore Lot B between Lots 45 and 46 North Talbot Road, that is distant 770 feet measured southerly along the southeasterly limit of Gore Lot B between Lots 45 and 46 North Talbot Road, from a point in the most easterly angle of Gore Lot B between Lots 45 and 46 North Talbot Road, said point also being in the west limit of the road allowance between the Geographic Townships of Yarmouth and Southwold,

THENCE northerly along the west limit of the road allowance between the Geographic Townships of Yarmouth and Southwold, to a point in the most easterly angle of Gore Lot B between lots 45 and 46 North Talbot Road,

THENCE southeasterly along the south east production of the northeast limit of said Gore Lot B between Lots 45 and 46 North Talbot Road, to a point in the centre line of the road allowance between the Geographic Townships of Yarmouth and Southwold,

THENCE southerly along the centre line of the road allowance between the Geographic Townships of Yarmouth and Southwold, to the point of commencement.

DATED on December 14, 2005

(139-G024) JOHN GERRETSEN
Minister of Municipal Affairs and Housing

COUNTY OF PERTH

CITY OF STRATFORD, TOWNSHIP OF PERTH SOUTH

DEFINITIONS

1. In this Order,

“annexed area” means the area comprised of the lands described in the Schedule to this Order;

“City” means The Corporation of the City of Stratford;

“County” means The Corporation of the County of Perth; and

“Township” means The Corporation of the Township of Perth South.

ANNEXATION

2. (1) On January 1, 2006, the portion of the Township described in the Schedule is annexed to the City.

(2) All real property including any highway, street fixture, waterline, easement and restrictive covenant running with the land of the Township located in the annexed area vests in the City on January 1, 2006.

(3) Assets and liabilities of the Township or the County that are located in the annexed area remain the assets or liabilities of the Township or the County, as the case may be.

(4) Despite subsection (2), any litigation commenced prior to January 1, 2006, with respect to the annexed area remains the obligation of the Township or the County, as the case may be.

TAXES, ETC

3. (1) All real property taxes under any general or special Act levied and uncollected in the annexed area which are due and unpaid on December 31, 2005, shall be deemed on January 1, 2006, to be taxes, charges and rates due and payable to the City and shall be collected by the City.

(2) The clerk of the Township shall prepare and furnish forthwith after January 1, 2006, to the clerk of the City a special collector's roll showing all arrears of real property taxes or special rates and charges assessed against the land in the annexed area up to and including December 31, 2005, and the persons assessed for them.

(3) On the first day of the month following the month in which the real property taxes or special rates are collected under subsection (1), the City shall pay to the Township an amount equal to the amount collected by the City.

(4) If the Township has commenced procedures under the *Municipal Tax Sales Act* or under Part XI of the *Municipal Act, 2001* for the annexed area and the procedures are not completed by January 1, 2006, the City may continue the procedures.

ASSESSMENT

4. For the purposes of the assessment roll to be prepared for the City under the *Assessment Act* for the 2006 taxation year, the annexed area shall be deemed to be part of the City and the annexed area shall be assessed on the same basis that the assessment roll for the City is prepared.

BY-LAWS

5. (1) On January 1, 2006, the by-laws of the City extend to the annexed area and the by-laws of the Township cease to apply to such area except,

(a) by-laws of the Township,

(i) that were passed under section 34 or 41 of the *Planning Act* or a predecessor of those sections; and

(ii) that were passed under the *Highway Traffic Act* or the *Municipal Act, 2001* or a predecessor of those Acts that regulate the use of highways by vehicles and pedestrians and that regulate the encroachment or projection of buildings or any portion thereof upon or over highways,

which shall remain in force until amended or repealed by the council of the City;

(b) by-laws of the Township passed under sections 45, 58 or 61 of the *Drainage Act* or a predecessor of those sections;

(c) by-laws of the Township passed under section 10 of the *Weed Control Act*; and

(d) by-laws conferring rights, privileges, franchises, immunities or exemptions that could not have been lawfully repealed by the council of the Township.

- (2) The official plan of the County, as it applies to the annexed area, and approved under the *Planning Act* or a predecessor of that Act, becomes an official plan of the City and shall remain in force until amended or repealed.
- (3) If the Township has commenced procedures to enact a by-law under any Act or the County has commenced procedures to adopt an official plan or an amendment thereto under the *Planning Act*, and that by-law, official plan or amendment applies to the annexed area and is not in force on January 1, 2006, the council of the City may continue the procedures to enact the by-law or adopt the official plan or amendment to the extent that it applies to the annexed area.

DISPUTE RESOLUTION

6. (1) If a dispute arises with respect to any issue arising out of the interpretation of this Order, any of the former municipalities may refer the matter in dispute for resolution through mediation. The choice of mediator shall be agreed to by all parties.
- (2) If the dispute is not resolved through mediation, then the matter may be referred to arbitration, to be conducted in accordance with the provisions of the *Arbitration Act, 1991*, except as provided herein.
- (3) Where a dispute is referred to arbitration under subsection (2), the decision of the arbitrator shall be final.
- (4) If two municipalities that are subject to this Order are parties to the mediation under subsection (1) or the arbitration under subsection (2), the costs associated with the mediation or arbitration proceedings shall be shared equally between the two municipalities.
- (5) If the three municipalities that are subject to this Order are parties to the mediation under subsection (1) or the arbitration under subsection (2), the costs associated with the mediation or arbitration proceedings shall be shared one half by the City and the remaining half equally between the Township and the County.

SCHEDULE

Land to be annexed from the Township of Perth South to the City of Stratford:

Part of Lot C and Part of Lot 4 in Concession 3, Geographical Gore in the former Township of Downie in the Township of Perth South, County of Perth being part of PIN 53272-0062(LT) and part of PIN 53272-0127(LT) more particularly described as Parts 7, 9, 10, 13, 14 and 15 on Plan 44R-4376 deposited in the Land Registry Office for the Land Titles Division of Perth (No. 44).

DATED on December 14, 2005

(139-G025) JOHN GERRETSEN
Minister of Municipal Affairs and Housing

Change of Name Act Loi sur le changement de nom

NOTICE IS HEREBY GIVEN that the following changes of name were granted during the period from January 01, 2005 to January 08, 2006, under the authority of the *Change of Name Act*, R.S.O. 1990, c.c.7 and the following Regulation RRO 1990, Reg 68). The listing below shows the previous name followed by the new name.

AVIS EST PAR LA PRÉSENTE donné que les changements de noms mentionnés ci-après ont été accordés au cours de la période du 1er au 08 janvier 2006, en vertu de la *Loi sur le changement de nom*, L.R.O. 1990,

chap. C.7, et du Règlement 68, R.R.O. 1990, s'y rapportant. La liste indique l'ancien nom suivi du nouveau nom.

PREVIOUS NAME	NEW NAME
ADEYEMI, ADESHOLA.ENITAN. ADRIANO, ROSEMARIE.	AMUSHAN, ADESHOLA.ENITAN. ADRIANO-ESTIOKO, ROSEMARIE.
ALAGIYAWANNA MOHOTTA, KELUM.DEVEPRIYA.	ALAGIYAWANNA, KELUM.DEVEPRIYA.
ALLERTON, CAITLIN.JEAN.MARGARET. ANGELES, BEVERLY.CLAIRE. ANJUM, SOFIA. ARCU, HENOK.MULUGETA. ARSANOIU, LUMINITA.MARINELA. ATELL-KIOLBASA PATERSON, CRAIG.MARK.ANTONI. BANDHAUER, RALF. BAZIL, JORDAN.JOHN.MARCEL. BEATTY, JEFFREY.CHARLES. BEDIC, BEATA. BEER, UNICE.ELIZABETH. BIGORNIA, JOYCE.BELLO. BLAKE-LOWES, LYSA.BETH. BOGAART, MARIA.JOHANNA. BORNA, FOYZUNNESA. BORZELLINO, ORAZIO. BOWLEY, ALEXIS.MELISSA.MARIE. BOYLE, WILLIAM.HENRY.	RYNARD, CAITLIN.JEAN.MARGARET. GALANO, BEVERLY.CLAIRE. SYED, SOFIA.IMRAN. TEKLE, HENOK.MULUGETA. GILLAN, LUMINITA.MARINELA. PATERSON, CRAIG.MARK.ANTONI. BACHT, RALF. LEGER, JORDAN.MARCEL. HOWARD, JEFFREY. CHARLES.BEATTY. MORIN, BEATA. BEER, EUNICE.ELIZABETH. MISSIOS, JOYCE.BELLO. HUNT, LYSABETH.BLAKE. BOGAART, MARY.JANE. ELIAS, FOYZUNNESA. BORZELLINO, ROY.PAUL. WADE, ALEXIS.MELISSA.MARIE. STEELE, WILLIAM.MICHEAL. WINGE-BREEN, ANNA.ELIZABETH. BUCHOWSKI, MARGARITTA. ALEKSANDRA. BURNFIELD-WIEBE, JOTHAM.RUTGER.NORMAN. CORNELIUS.ABRAMS. LOOCK GRASSI, ROBERTA. EMRICH, KAREN.ANNE. CHARTIER, LISA.MARIE.LUCE. YUSUF, SADIA. ZANNAT, TASIANA. MEYER, WILLIAM.JOHN.
BREEN, ANNA.ELIZABETH. BUCHOWSKI, MARGRET.ALEKSANDRA. BURNFIELD, JOTHAM.RUTGER.NORMAN. CORNELIUS.ABRAMS. LOOCKERMANS BUTLER, ROBERTA. CARTER, KAREN.ANNE. CHARTIER, LUCE.MARIE.LISA. CHOKSI, SADIA. CHOWDHURY, TASIANA. CHRISTIAENS, WILLIAM.JOHN. DAINARD, TAMMY.ANN. DAVID, WILLIAM.GEORGE. DRISCOLL, DANEIL.CARL. DURCOVA, MICHAELA. EDDY, CARRIE.LYNN. EDWARDS, TAMEKA.SAFIYA.PHOEBE. ELIJOSIUS, IRIS.RACHEL. NAOMI.MARIA. ELLIOTT, KATHY.ANN.	WILLIAM.MICHEAL. WINGE-BREEN, ANNA.ELIZABETH. BUCHOWSKI, MARGARITTA. ALEKSANDRA. BURNFIELD-WIEBE, JOTHAM.RUTGER.NORMAN. CORNELIUS.ABRAMS. LOOCK GRASSI, ROBERTA. EMRICH, KAREN.ANNE. CHARTIER, LISA.MARIE.LUCE. YUSUF, SADIA. ZANNAT, TASIANA. MEYER, WILLIAM.JOHN. BARRACLOUGH, TAMMY.ANN. BENETEAU, WILLIE.GEORGE. CHONG, DANIEL.CARL. BEDNARIC, MICHAELA. STARK, CARRIE.LYNN. THOMAS, TAMEKA.SAFIYA.PHOEBE. ELIJOSIUS, ZOE.IRIS.MARIA. EDWARD, KATHY.ANN.

PREVIOUS NAME	NEW NAME	PREVIOUS NAME	NEW NAME
ESTRELLA, JOHN.VIXEN.	MAGTALAS, JOHN.VINCENT.ESTRELLA.	MC ANDREW, ANGELA.GRACE.	MC ANDREW-LOISELLE, ANGELA.GRACE.
FALLAHZADEH, HORMOZD. FARRELL, ANGÈLE.YVETTE.THÉRÈSE. FIGARO ALCÉ, ALEXANDRA.OLGA.AGLAÉ. KOEI.HOA.	FALLZ, STEVEN. LANCE, ANGÈLE.YVETTE.THÉRÈSE. FIGARO, ALEXANDRA.OLGA.	MC DIARMID, JOSHUA.JAMES. MEDEFU, GASHAW.AYALEW. MEHTA, ROHIAT. MIZUYABU, KAREN.CHIAKI.	WATT, JOSHUA.JAMES. NEGUSSIE, GASHAW.MENGISTIE. MEHTA, ROHIT. RE, KAREN.CHIAKI.
GESSNER, DESIREE.ELIZABETH. GOGEK, DAVID.HAROLD. HALFORD, BARBARA.LYNNE. HAMILTON, OLIVIA. KATHRYN.KINRADE. HARRISON, KAYLA.GRACE. HART WALL, ESTHER. HE, LI.MAN. HUFF, RHONDA. ETHEL.WINNIFRED. INNES, WILLIAM.JASON. ISIUWE, AWELE.HILARY. JANAS, JOHN.STEFAN. JAY, ABIGAIL.BEATRICE.	SHEPHERD, DESIREE.ELIZABETH. FAIR, DAVID.HAROLD. LOWE, BARBARA.LYNNE. KINRADE, OLIVIA.KATHRYN. WILSON, KAYLA.GRACE. HART, ESTHER. HE, MANDY.LIMAN. BELL, RHONDA. ETHEL.WINNIFRED. BROWN, CHASE.WILLIAM. BIOSAH, AWELE.ISIUWE. JANAS, STEFAN.JOHN. JAY-BORER, ABIGAIL.BEATRICE. JAY-BORER, KELSIE.ANNE. PHILLIP, YVONNE.DELRETTA. DUTKEWICH, SHADIA. MELO, NATALLIA.	MOHAMED, MAHMOND.KAMAL.M. MOSKALENKO, OLEKSANDR. MOTAZ, FOYEZULLAH. MULLEN, ARRON.WILLIAM. N'KOMBE, KEVIN.ALFRED. N'KOMBE, THIERRY.KABANGI. NAGY, KLARA.GIZELLA. NIKAEEN, SEYED.ESMAIL. NYULASI, MARIA. OGONOWSKI, JUSTYNA. OLIVER, JULIE.BRANDI.	DAWOUD, OMAR.KAMAL. MOSS, OLLE. BISWAS, ISHRAF.ELIAS. JARRETT, WILLIAM. KENNETH.ARRON. ALFRED-N'KOMBE, KEVIN. ALFRED-N'KOMBE, THIERRY. VARGA, KLARA.GIZELLA. NIKAEEN, ROSS. SHOBAYO, MARIA. NAWROT, JUSTYNA. COLLINGWOOD, JULIE.BRANDI. PATEL, ZARNABEN.RAJESH. PETRI, TINA. POKHILKO, DENIS. POKHILKO, DIANA. POKHILKO, EMILY. POKHILKO, JULIA.
JAY, KELSIE.ANNE. JORDAN, DELRETTA. KALAKECHE, SHADIA. KALYKHMATAVA, NATALLIA. KANJ, MOHAMAD.ALI. KAPADIA, ARMIN. DHANESHCHANDRA. KONASHKOVA, YELENA. KUPCZYK, KAROLINA. KURBASA, MARIJA. KUS, NALAN. LA FLAMME, SHERI.MARIE.	MEHTA, ARMIN.ASHISH. KANJ, MIKE. MAREK, YELENA. GARDZINSKI, KAROLINA. KRISTO, MARIJA. BOLIARI, NATALIA. LA FLAMME-ABRAHAM, SHERI.MARIE. SAUNDERS, MARY.ANN.ELIZABETH. LAHIR, RAMZAN.	PATEL, ZARNABEN.S. PETRI, BERTINA.EVA. POKHIL'KO, DENIS. POKHIL'KO, DIANA. POKHIL'KO, EMILY. POKHIL'KO, JULIA.BRYLEVA. QUESNEL, COLLEEN.MARGARET. REZWAN, MD.SHAFIN. ROSS, MARY.MARCELLA.DENESE. SAUNDERS, JO-ANNE. SCHILLING, WINFRED.ALEXANDER. SCOTT, TERESA.JENETHA.	POKHILKO, EMILY. POKHILKO, JULIA. GROTH, COLLEEN.MARGARET. REZWAN, SHAFIN. ROSS, MARCELLA.DENICE. SAUNDERS, JO-ANNE. SCHILLING, WILLIAM. WINFRED.ALEXANDER. JOHNSON, TERESA.JENETHA. YEATMAN, GINA.MARIE. MCLEAN, AMY.LISBETH. THOMAS, BONNIE.ROSE. TSE, HILARY. VAN LIEREN, PEGGY.ANN.
LA PIERRE, MARY.ANN.ELIZABETH. LAHIR RAMZAA, MOHAMMED.ISMATH. LAI, TU.BINH. LATIMER, MAGGIE.MAE. LATIMER, TERRY.THERESA.	SAUNDERS, MARY.ANN.ELIZABETH. LAHIR, RAMZAN.	SHERMAN, GINA.MARIE. SNYDER, AMY.LISBETH. TRANMER, BONNIE.ROSE. TSE, HILARY. VAN LIEREN, PEGGY.ANN.	TERESA.JENETHA. YEATMAN, GINA.MARIE. MCLEAN, AMY.LISBETH. THOMAS, BONNIE.ROSE. TSE, HILARY. VAN LIEREN, PEGGY.ANN.KENDALL. KEESIC, ETHAN.DEREK. CANECO, JOHN.CARLOS.
LATIMER, WILLIAM.JAMES.	TEWISHAW, WILLIAM.JAMES.	VEURINK, ETHAN.DEREK. VIGIA, JOAO.CARLOS.POMBINHA.	KEESIC, ETHAN.DEREK. CANECO, JOHN.CARLOS.
LATIMER, ZACHARY.TOBIAS. LI, ZHEN. LIMASING, MARIA.LIZA.T. LING, MICHAEL.HIN-TAK. LIU, LIN. MA, MEAGHAN.JULIA. MA, TYLER.JOHN.BARRY. MACKLIN, MAHELET.	TEWISHAW, ZACHARY.TOBY. LI, JENNIFER.ZHEN. OWENS, MARIA.LIZA.T. CHING, MICHAEL.KAR-WAI. LIU, CATHY.LIN. BARRY, MEAGHAN.JULIA. BARRY, TYLER.JOHN. MACKLIN, ADINA.JACOBA.MAHELET.	WHITNEY, TENISHA.JOANNE.TRACY. WONG, MEGAN.ALEXANDRA. ZAPATA JIMENEZ, SERGIO.ARLEY. ZHANG, YIRAN.	WHITE LARTER, TENISHA.APRIL. HOANG, MEGAN.ALEXANDRA. JIMENEZ, SERGIO.
MACPHERSON, CHEYENNE.REBA. MAJIDA, MAJIDA. MARSHALL, MARGARET SHARON MARTEL, MARY.ANN.LENA. MARVI, MARVI.	MACPHERSON, CHRISTOPHER.SCOTT. BALOCH, MAJIDA.WAHID. HILLIS, SHALANA.SHARON. MARTEL, LENNA.MARY. BALOCH, MARVI.WAHID.	(139-G026)	JUDITH M. HARTMAN Deputy Registrar General/ Registraire générale adjointe de l'état civil

Marriage Act Loi sur le mariage

CERTIFICATE OF PERMANENT REGISTRATION as a person authorized to solemnize marriage in Ontario have been issued to the following:

LES CERTIFICATS D'ENREGISTREMENT PERMANENT autorisant à célébrer des mariages en Ontario ont été délivrés aux suivants:

NAME	LOCATION	EFFECTIVE DATE
Bice, Kenneth B.	Uxbridge, ON.	04-Jan-06
St. Jean, Andre S.	Petawawa, ON.	04-Jan-06
Thompson, Norman	Smithville, ON.	04-Jan-06
Park, Kyu-Tai	Thornhill, ON.	04-Jan-06
Suleman, Mohamed	Cambridge, ON.	04-Jan-06
Mac Dougall, Peter	Guelph, ON.	04-Jan-06
Shaw, Nigel	Toronto, ON.	04-Jan-06

RE-REGISTRATIONS

NAME	LOCATION	EFFECTIVE DATE
Nicholas, Michael	Toronto, ON.	04-Jan-06
Chalmers, John	Toronto, ON.	04-Jan-06
Labelle, Ignatius	Niagara Falls, ON.	04-Jan-06

CERTIFICATE OF CANCELLATION OF REGISTRATION as a person authorized to solemnize marriage in Ontario have been issued to the following:

LES AVIS DE RADIATION de personnes autorisées à célébrer des mariages en Ontario ont été envoyés à:

NAME	LOCATION	EFFECTIVE DATE
Hardt, William	Caistor Center, ON.	04-Jan-06
Davis, Robert	Niagara Falls, ON.	05-Jan-06
Arbour, Romeo	Ottawa, ON.	05-Jan-06
Brimstin, John Knox	Belleville, ON.	05-Jan-06
Renton, John	Scarborough, ON.	05-Jan-06
Ethier, Gilbert	Windsor, ON.	05-Jan-06
Harris, Gordon Charles	Mississauga, ON.	05-Jan-06
Inkum, Joseph	Mississauga, ON.	05-Jan-06
Donnelly, Bruce	Gloucester, ON.	05-Jan-06

JUDITH M. HARTMAN
Deputy Registrar General/
Registraire générale adjointe de l'état civil

(139-G027)

Financial Services Commission of Ontario Commission des services financiers de l'Ontario

January 2006

Pre-approved Framework Guideline for
Whiplash Associated Disorder Grade I Injuries With or Without
Complaint of Back Symptoms

Superintendent's Guideline No. 01/06

1. Introduction

This Guideline is issued pursuant to Section 268.3 of the Insurance Act for the purposes of the Statutory Accident Benefits Schedule (SABS).

This Guideline is effective for new Treatment Confirmation Forms submitted by an initiating health practitioner on or after March 1, 2006, and replaces Pre-approved Framework Guideline for Whiplash Associated Disorder Grade I Injuries With or Without Complaint of Back Symptoms Superintendent's Guideline No. 06/03, September 2003. The changes from the previous Guideline have been made to reflect the elimination of the Designated Assessment Centre system, effective March 1, 2006.

This Guideline is intended to set out what goods and services may be provided without insurer approval to an insured person described below who has sustained a Whiplash Associated Disorder Grade I as described below, with or without back pain, and the cost of such services payable by the insured person's insurer.

This Guideline reflects a consensus between regulated health professionals and insurers and will be subject to review and revision as required over time.

2. Impairments that come within this Guideline

Subject to the exceptions listed in Section 3, below, an insured person's impairment comes within this Guideline if, after being assessed within 21 days of the accident, the insured person is determined to have an injury that:

- resulted from an acceleration-deceleration mechanism of energy transfer to the neck, presents as a complaint of neck pain, stiffness, or tenderness only, with no physical signs, and therefore meets the criteria for "Whiplash Associated Disorder Grade I" (also known as "WAD I") set out in the Société de l'assurance automobile du Québec's Task Force Report titled *Redefining "Whiplash" and its Management*, published in the April 15, 1995 edition of *Spine*, and/or a complex of common symptoms associated with whiplash;
- may include a complaint of non-radicular back pain associated with the WAD I; and
- is of sufficient severity that it requires the physical treatment interventions provided under this Guideline.

An insured person who has sustained an impairment covered by this Guideline may exhibit other common symptoms including: shoulder pain; referred arm pain (not from radiculopathy); dizziness; tinnitus; headache; difficulties with hearing and memory acuity; dysphagia; and temporomandibular joint pain. These additional symptoms would not exclude an impairment from this Guideline unless they require separate treatment from that provided under this Guideline.

3. Impairments that do not come within this Guideline

An insured person's impairment does not come within this Guideline if:

- the insured person's impairment comes within the WAD II Pre-approved Framework Guideline; or
- despite being assessed within 21 days of the injury as having an injury described in Section 2, there are specific pre-existing occupational, functional or medical circumstances of the insured person that:
 - significantly distinguish the insured person's needs from the needs of other persons with similar impairments that come within this Guideline; and
 - constitute compelling reasons why other proposed goods or services are preferable to those provided for under this Guideline.

4. Role of the initiating health practitioner

The initiating health practitioner:

- (a) is a health practitioner as defined by the SABS who is authorized by law to treat the injury and has the ability to deliver all the goods and services provided for in this Guideline;
- (b) initiates treatment by submitting a Treatment Confirmation Form;
- (c) provides a significant portion of the goods and services;
- (d) may co-ordinate the provision of any goods and services covered by this Guideline and provided to the insured person by another regulated health professional, or directly supervise the provision of any additional goods and services to the insured person by an unregulated health provider, where such treatment is needed by the insured person and is provided under this Guideline;
- (e) shall have overall accountability for:
 - i. assessing the need for and implementing goods and services such that the treatment elements in this Guideline are addressed as required and appropriate;
 - ii. ensuring the use of the most appropriate provider(s);
 - iii. documenting, communicating and billing as required by the Guideline;
 - iv. reporting outcomes to the insured person and insurer when treatment is inappropriate or ceases;
 - v. participating in monitoring the effectiveness of the Guideline by fully completing the forms required by this Guideline; and
- (f) determines the presence of any barriers which might delay recovery.

5. Providers covered by this Guideline

The initiating health practitioner may include treatment by other providers in the Treatment Confirmation Form. This Guideline covers treatment by the initiating health practitioner and other providers, including unregulated providers where the treatment is directly supervised by a regulated health professional and is not a controlled act as defined by the *Regulated Health Professions Act, 1991*.

6. Switching initiating health practitioners

If for any reason, an insured person receiving treatment under this Guideline wishes to change his or her initiating health practitioner, the insured person and the new practitioner must inform the insurer through submission of a new Treatment Confirmation Form. In the new Treatment Confirmation Form, the insured person will give consent for the insurer to contact the original initiating health practitioner to determine what goods and services referred to in the original Treatment Confirmation Form have not been provided and the insurer will then fill in this amount in Part 9 of the Form.

7. Treatment covered by this Guideline

There will typically be one Treatment Confirmation Form which will be prepared by the initiating health practitioner.

Treatment commences with the first assessment of the insured person by the initiating health practitioner.

Treatment will have a duration of up to 28 days.

Regulated health professionals are expected to assess the insured person, develop a plan of treatment and provide up to 9 monitoring/treatment sessions for insured persons covered by this Guideline.

The focus of the Guideline is on maintaining normal activities and reducing the risk of chronicity.

From the outset, the insured person will be encouraged to maintain normal activities. The emphasis in the first week will be on assessment, education, reassurance, and pain control. Throughout treatment, emphasis will be put on the insured person's being in charge of his or her recovery and on carrying on with normal activities. The frequency of provider interventions will diminish as the insured person progresses.

If prescription medication is needed, a referral to a physician or nurse practitioner is necessary. Regulated health professionals may provide general information on the use of over-the-counter medications, but insured persons should be encouraged to consult a physician, nurse practitioner, or pharmacist on the specific use of these medications.

The course of treatment may involve the following: reassurance, pain control, mobilization/manipulation, education, and activation (normal daily activities and active exercise).

Education materials titled *Getting the Facts About Whiplash*, developed by regulated health professionals and the insurance industry, will be provided by the initiating health practitioner to all insured persons covered by this Guideline. This material may be found in Appendix D.

The importance of positive messaging is recognized, and it is therefore expected that, at the initial visit and assessment and at subsequent visits, the insured person will be provided with:

- education regarding "hurt does not equal harm;" and
- reassurance that most people with WAD I and associated complaints of back symptoms recover within the first few weeks following the injury.

Not all individuals with WAD I will require any or all of the goods and services included within this Guideline. The provider is responsible for determining the need for goods and services and whether the prescribed goods and services are producing significant progress toward recovery and should be continued under the Guideline. If the insured person has recovered before the completion of the treatment outlined in this Guideline, the insured person should be discharged from treatment.

8. Supplementary goods and/or services

Without prior insurer approval, the initiating health practitioner may provide supplementary goods and/or services where they are needed for the management of one or more minor soft tissue injury/ies which:

- (a) resulted from the same accident as the WAD I and requires treatment;
- (b) is/are unrelated to the WAD I with or without back pain and its common symptoms;
- (c) is/are not of sufficient severity to exclude the insured person's impairment from this Guideline; and
- (d) can be fully treated by the provider within the time frame of this Guideline.

The impairment addressed and the services and/or goods must be specified on the Treatment Confirmation Form and the maximum total cost payable by the insurer for the goods and services provided under this section is \$120.

9. Treatment deemed insufficient or inappropriate

If the initiating health practitioner determines that the treatment under this Guideline is no longer appropriate or sufficient for the

insured person because the insured person is not making sufficient progress towards recovery, the initiating health practitioner will advise the insurer and the insured person (using the WAD I/WAD II PAF Discharge & Status Report form). The initiating health practitioner's options then are as follows:

- (a) submit a Treatment Plan;
- (b) submit a Treatment Plan and make a referral to the insured person's physician or another regulated health professional; or
- (c) make a referral to the insured person's physician or other health care professional.

While treatment/referral decisions are being considered, the initiating health practitioner may:

- (d) stop the treatment where it is not appropriate (or no longer needed); or
- (e) continue treatment until a decision is reached on the action recommended by the initiating health practitioner or until the end of the treatment covered by this Guideline.

The SABS provides that an insurer may reject a Treatment Plan that provides for goods and services to be received during any period in which the insured person is receiving goods and services under this Guideline and the insurer's determination is not subject to dispute.

However, the SABS also provides that nothing prevents an insured person, while receiving goods and services under this Guideline, from submitting a Treatment Plan applicable to a period other than the period covered by this Guideline. If the insurer does not approve the Treatment Plan within the time period prescribed in the SABS, the insurer will have to notify the insured person that it requires an insurer examination.

10. Completing the treatment under this Guideline

Upon completion of treatment, the initiating health practitioner will prepare a final report which will indicate the insured person's outcomes from treatment.

If an insured person elects to end treatment under this Guideline, the insured person may only resume treatment at a later date if this will not extend the overall duration and expenditure limits of the Guideline.

When an insured person is receiving treatment under the Guideline, the termination options are:

- i. Resolved and discharged within 4 weeks (WAD I/WAD II PAF Discharge & Status Report form completed by initiating health practitioner);
- ii. Condition improving, but improvement is insufficient at the end of the treatment (further or other treatment beyond the Guideline is dependent upon the Treatment Plan application and approval process of the SABS);
- iii. Not resolving (decision made as soon as possible) and the initiating health practitioner completes the WAD I/WAD II PAF Discharge & Status Report form and discharges insured person;
- iv. Insured person unreasonably fails to participate in treatment. This may be inferred from the insured person's non-attendance at 2 consecutive appointments or 4 appointments overall without a reasonable explanation. Provider required to complete WAD I/WAD II PAF Discharge & Status Report form; or
- v. Insured person withdraws consent.

11. Reporting requirement for initiating health practitioners

The initiating health practitioner is expected to establish clinical outcome goals for the insured person receiving treatment under this Guideline that are consistent with the goals of return to normal activities in the early stages of recovery and reducing the risk of chronicity. Throughout the course of treatment the initiating health practitioner is expected to use appropriate measures/indicators to evaluate progress towards achievement of these goals.

For the purposes of documenting the impact of the Guidelines on an insured person whose impairment comes within this Guideline and contributing to the overall evaluation of the Guideline, the initiating health practitioner must complete the WAD I/WAD II PAF Discharge & Status Report form.

12. Provider reimbursement

An initiating health practitioner who provides a good and/or service to an insured person in accordance with the Guideline must submit a Treatment Confirmation Form not later than 5 business days after first seeing the insured person.

The SABS provides that the insurer must confirm to the initiating health practitioner no later than 5 business days after receiving the Treatment Confirmation Form, that the auto insurance policy referenced to in the Treatment Confirmation Form was in force on the date of the accident. Payment to the initiating health practitioner may be denied due to coverage issues or exclusions set out in the SABS.

The insurer's payment will follow receipt of a completed Treatment Confirmation Form, Application for Accident Benefits and Auto Insurance Standard Invoice, Version C. The insurer is not obliged to make payment until after the insurer has received an Application for Accident Benefits.

In the case of the final invoice, the insurer's payment will follow receipt of a WADI/WAD II PAF Discharge & Status Report and Auto Insurance Standard Invoice, Version C.

13. Content of appendices

Appendix A sets out the payment schedule in chart form.

Appendix B sets out an overview of the expected course of treatment for an insured person whose impairment comes within this Guideline. Providers will individualize these treatment directives for the needs of each insured person.

Appendix C sets out what goods/services an insurer is not obliged to fund pursuant to this Guideline for an insured person whose impairment comes within this Guideline.

Appendix D contains the educational brochure titled *Getting the Facts About Whiplash*.

Appendix A - WAD I Payment Schedule

Health care providers are entitled to the following payments for treatment of an insured person whose impairment comes within this Guideline. Fees are payable where the insured person has received any treatment in that block, including where treatment has been discontinued.

Weeks 1 and 2	\$296
Discharge anytime during weeks 1 or 2 or at end of week 2, completion of discharge report and monitoring	\$152
Weeks 3 and 4	\$160
Final assessment and completion of discharge report	\$80

Supplementary goods and services	\$120
Transfer fee if changing initiating health practitioner	\$48

Appendix B - WAD I Course of treatment

Weeks 1 and 2	Goods/Services
<u>Initial Visit:</u>	<ul style="list-style-type: none"> Up to 4 monitoring/treatment sessions expected in this block Conduct assessment including history and physical examination to determine that criteria are met for inclusion in the Guideline, relationship of complaints to the accident, the need for the recommended goods and services and identification of any potential barriers to recovery Complete Treatment Confirmation Form
<u>Initial and Subsequent Visits:</u>	<ul style="list-style-type: none"> Provide advice and reassurance to maintain usual activities without interruption Review “Getting the Facts about Whiplash” Manage pain as appropriate (may require physician referral) Prescribe mild home exercise to maintain range of motion Initiate manipulation/mobilization, if appropriate, to maintain function If unexpectedly unable to perform pre-accident activities at home or work, advise insurer and make recommendation to the insured person and/or insurer
<u>Considerations for Providers at the End of Week 2:</u> If WAD I improving but further goods and services required:	<ul style="list-style-type: none"> Provide advice and reassurance to encourage maintenance of usual activities Manage pain as appropriate Prescribe mild home exercise, and if necessary provide mild supervised exercise Utilize manipulation/mobilization and/or physical therapies if required as part of a strategy that promotes activation
<u>Considerations for Providers at the End of Week 2:</u> If WAD I not resolving or improving:	<ul style="list-style-type: none"> Re-evaluate and advise insurer
If discharged during Week 1 or 2:	<ul style="list-style-type: none"> Discharge from treatment with advice and reassurance Complete WAD I/II PAF Discharge & Status Report Monitor insured person

Weeks 3 and 4:	<ul style="list-style-type: none"> At or about day 15 evaluate progress and plan for the next 13 days Up to 5 treatment sessions expected in weeks 3 and 4
If WAD I resolution expected without further goods and services:	<ul style="list-style-type: none"> Discharge from treatment with advice and reassurance, and Monitor insured person
If WAD I resolution expected by the end of the treatment under the Guideline:	<ul style="list-style-type: none"> Provide advice and reassurance to encourage maintenance of usual activities Manage pain as appropriate Prescribe mild home exercise, and if necessary provide supervised exercise Utilize manipulation/mobilization or physical therapies if required as part of a strategy that promotes activation and mobility
If WAD I is resolving or improving but resolution not expected by end of treatment under this Guideline:	<ul style="list-style-type: none"> Provide advice and reassurance to encourage maintenance of usual activities If activities of daily living are affected, advise insurer and make recommendations to the insured person and insurer for a course of action Manage pain as appropriate Prescribe mild home exercise Consider more intensive manipulation/mobilization or physical therapy as part of a strategy that promotes normal activities
If WAD I not resolving or improving:	<ul style="list-style-type: none"> Advise insurer and insured person’s treating health practitioner Reassess Submit Treatment Plan and/or refer to appropriate regulated health professional
Completion of Week 4:	<ul style="list-style-type: none"> Final assessment and report to insurer and insured person using WAD I/WAD II PAF Discharge and Status Report

Appendix C - Goods and services not covered in the Guideline

An insurer is not obliged to pay pursuant to this Guideline for the following goods/services rendered to an insured person with an impairment that comes within this Guideline:

- Cervical pillows;
- Advice supporting inactivity or bedrest;
- Injections of anesthetics, sterile water or steroids to the neck;
- Soft collar;
- Spray and stretch; and
- Magnetic necklaces.

Appendix D - Getting the Facts about Whiplash

Getting the facts about Whiplash: Grades I and II

People injured in car accidents sometimes experience a strain of the neck muscles and surrounding soft tissue, known commonly as whiplash. This injury often occurs when a vehicle is hit from the rear or the side, causing a sharp and sudden movement of the head and neck. Whiplash may result in tender muscles (Grade I) or limited neck

movement (Grade II). This type of injury is usually temporary and most people who experience it make a complete recovery. If you have suffered a whiplash injury, knowing more about the condition can help you participate in your own recovery. This brochure summarizes current scientific research related to Grade I and II whiplash injuries.

Understanding Whiplash

- Most whiplash injuries are not serious and heal fully.
- Signs of serious neck injury, such as fracture, are usually evident in early assessments. Health care professionals trained to treat whiplash are alert for these signs.
- Pain, stiffness and other symptoms of Grades I or II whiplash typically start within the first 2 days after the accident. A later onset of symptoms does not indicate a more serious injury.
- Many people experience no disruption to their normal activities after a whiplash injury. Those who do usually improve after a few days or weeks and return safely to their daily activities.
- Just as the soreness and stiffness of a sprained ankle may linger, a neck strain can also feel achy, stiff or tender for days or weeks. While some patients get better quickly, symptoms can persist over a longer period of time. For most cases of Grades I and II whiplash, these symptoms gradually decrease with a return to activity.

Daily Activity and Whiplash

- Continuing normal activities is very important to recovery.
- Resting for more than a day or two usually does not help the injury and may instead prolong pain and disability. For whiplash injuries, it appears that "rest makes rusty."
- Injured muscles can get stiff and weak when they're not used. This can add to pain and can delay recovery.
- A return to normal activity may be assisted by active treatment and exercises.
- Cervical collars, or "neck braces," prevent motion and may add to stiffness and pain. These devices are generally not recommended, as they have shown little or no benefit.
- Returning to activity maintains the health of soft-tissues and keeps them flexible - speeding recovery. Physical exercise also releases body chemicals that help to reduce pain in a natural way.
- To prevent development of chronic pain, it is important to start moving as soon as possible.

Tips For Return To Activity

- Avoid sitting in one position for long periods.
- Periodically stand and stretch.
- Sit at your workstation so that the upper part of your arm rests close to your body, and your back and feet are well supported.
- Adjust the seat when driving so that your elbows and knees are loosely bent.
- When shopping or carrying items, use a cart or hold things close to the body for support.
- Avoid contact sports or strenuous exercise for the first few weeks to prevent further injury. Ask your health professional about other sporting or recreational activities.
- Make your sleeping bed comfortable. The pillow should be adjusted to support the neck at a comfortable height.

Treating Whiplash

- Research indicates that successful whiplash treatment requires patient cooperation and active efforts to resume daily activity.
- A treating health care professional will assess your whiplash injuries, and discuss options for treatment and control of pain.
- Although prescription medications are usually unnecessary, temporary use of mild over-the-counter medication may be suggested, in addition to ice or heat.
- Your treating health care professional may recommend appropriate physical treatment.

Avoiding Chronic Pain

- Some whiplash sufferers are reluctant to return to activity, fearing it will make the injury worse. Pain or tenderness may cause them to overestimate the extent of physical damage.
- If your health professional suggests a return to activity, accept the advice and act on it.
- Stay connected with family, friends and co-workers. Social withdrawal can contribute to depression and the development of chronic pain.
- If you are discouraged or depressed about your recovery, talk to your health professional.
- Focus on getting on with your life, rather than on the injury!

Preventing Another Whiplash Injury

- Properly adjusting the height of your car seat head restraint (head rest) will help prevent whiplash injury in an accident. In an ideal adjustment, the top of the head should be in line with the top of the head restraint and there should be no more than 2 to 5 cm between the back of the head and the head restraint.

This brochure provides general information about whiplash injuries. It does not replace advice from a qualified health care professional who can properly assess a whiplash injury and recommend treatment.

The information highlights the latest available scientific research on whiplash and has been endorsed by the following groups:

Insurance Bureau of Canada (IBC)
Ontario Chiropractic Association (OCA)
Ontario Massage Therapist Association (OMTA)
Ontario Physiotherapy Association (OPA)
Ontario Society of Occupational Therapists (OSOT)

(139-G032A)

Janvier 2006

Lignes directrices préautorisées pour les blessures associées à une entorse cervicale de stade I avec ou sans douleur dorsale

Lignes directrices du surintendant No 01/06

1. Introduction

Les présentes lignes directrices sont émises conformément à l'article 268.3 de la *Loi sur les assurances et aux fins de l'Annexe sur les indemnités d'accident légales (AIAL)*.

Ces lignes directrices entrent en vigueur et s'appliqueront à tout Formulaire de confirmation du traitement remis à compter du 1er mars 2006 par le professionnel de la santé chargé du dossier; elles remplacent les lignes directrices préalablement approuvées pour les blessures associées à une entorse cervicale de stade I avec ou sans douleur dorsale. Lignes directrices du surintendant No 06/03, septembre 2003. Des modifications ont été apportées aux lignes directrices pour tenir compte de l'élimination du système des Centres d'évaluation désignés à compter du 1er mars 2006.

Ces lignes directrices visent à établir les catégories de soins et de traitements qui peuvent être fournies, sans obtenir au préalable la permission de l'assureur, à une personne assurée ayant subi une entorse cervicale de stade I décrite ci-dessous, avec ou sans douleur dorsale, ainsi que les frais remboursés pour ces services par l'assureur.

Ces lignes directrices reflètent le consensus entre les professionnels de la santé réglementés et les assureurs et, au fil du temps, elles feront l'objet d'un examen et de modifications, si nécessaire.

2. Types d'invalidité compris dans les présentes lignes directrices

Sous réserve des exceptions prévues à la Section 3 ci-dessous, l'invalidité dont souffre une personne assurée est comprise dans les présentes lignes directrices si, après une évaluation survenant dans les 21 jours suivant l'accident, on détermine que la personne assurée souffre d'une blessure qui :

- (a) est le résultat d'un mécanisme de transfert d'énergie au cou, par accélération-décélération, et qui se manifeste par une douleur au cou, une raideur ou une douleur à la pression, sans signes physiques, ce qui répond donc aux critères des « troubles associés à l'entorse cervicale de stade I », tel que décrit par le Groupe de travail sur les troubles associés à l'entorse cervicale (TAEC) de la Société de l'assurance automobile du Québec dans un rapport intitulé *Redéfinir le « Whiplash » et sa prise en charge*, publié dans l'édition du 15 avril 1995 de la revue *Spine*, et/ou un complexe de symptômes fréquents associés à l'entorse cervicale;
- (b) peut inclure une plainte de mal de dos non radicaire, associé à une entorse cervicale de stade I;
- (c) est d'une sévérité suffisamment grave pour requérir l'intervention de traitements en conformité avec les lignes directrices.

Une personne assurée qui souffre d'une invalidité comprise dans les présentes lignes directrices peut également manifester d'autres symptômes fréquents, notamment : des douleurs aux épaules; une douleur au bras nécessitant l'intervention d'un spécialiste (non reliée à la radiculopathie); des étourdissements; des acouphènes; des problèmes de surdité et de l'acuité de la mémoire; de la dysphagie; et une douleur à l'articulation temporo-mandibulaire.

Ces symptômes additionnels n'excluraient pas une invalidité de la portée des présentes lignes directrices, à moins qu'ils n'exigent des traitements différents de ceux prévus par les présentes lignes directrices.

3. Types d'invalidité non compris dans les présentes lignes directrices

L'invalidité d'une personne assurée n'est pas comprise dans les présentes lignes directrices si:

- (a) l'invalidité de la personne assurée est comprise dans les lignes directrices préautorisées régissant l'entorse cervicale de stade II;
- (b) même si, dans un délai de 21 jours suivant la blessure, elle a fait l'objet d'une évaluation où une blessure décrite à la Section 2 a été constatée, il existe des conditions préexistantes précises associées à la nature professionnelle, fonctionnelle ou médicale de la personne assurée ayant comme conséquence:
 - i. d'établir de façon marquée les besoins de cette personne par rapport aux soins requis par d'autres souffrant d'invalidités similaires qui sont comprises dans les présentes lignes directrices; et
 - ii. de constituer des raisons incontournables justifiant le recours à d'autres soins et traitements de préférence à ceux prévus aux lignes directrices.

4. Responsabilités du professionnel de la santé chargé du dossier

Le professionnel de la santé responsable du dossier:

- (a) est un professionnel de la santé tel que défini à l'AIAL, que la loi autorise à traiter un blessé et qui dispose de l'autorité nécessaire pour fournir tous les traitements et soins prévus aux règlements;
- (b) amorce le traitement en soumettant le Formulaire de confirmation des traitements;
- (c) fournit une part importante des soins et traitements;

- (d) peut coordonner la prestation de tous soins et traitements couverts par les présentes lignes directrices et offerts à la personne assurée par un autre professionnel de la santé réglementé, ou superviser directement la prestation de tous soins et traitements additionnels par un fournisseur de soins de santé non réglementé dans la mesure où ces services sont nécessaires à la personne assurée et qu'ils sont dispensés en conformité avec les présentes lignes directrices;

(e) devrait être responsable dans l'ensemble :

- i. de l'évaluation des besoins en soins et traitements et leur mise en oeuvre de telle sorte que les éléments de traitements des lignes directrices y répondent, comme il se doit, et de manière appropriée;
 - ii. de veiller à avoir recours aux services du ou des fournisseurs de services les plus compétents;
 - iii. de maintenir le dossier à jour, communiquer avec les fournisseurs et les facturer en conformité avec les règlements;
 - iv. de faire rapport des résultats à la personne assurée et à l'assureur quand les traitements sont inadéquats ou qu'ils sont interrompus;
 - v. de participer à la supervision de l'efficacité en remplissant complètement les formulaires requis par les lignes directrices;
- (f) détermine la présence de toute entrave qui pourrait retarder le rétablissement de la personne assurée.

5. Fournisseurs couverts par les lignes directrices

Le professionnel de la santé responsable du dossier peut prévoir dans le Formulaire de confirmation des traitements des soins fournis par d'autres fournisseurs de service. Les présentes directives couvrent les traitements dispensés par le professionnel de la santé responsable du dossier et par d'autres fournisseurs, y compris des fournisseurs non réglementés dans la mesure où les traitements sont directement supervisés par un professionnel de la santé réglementé et ne constituent pas en soi un acte médical aux termes de la *Loi de 1991 sur les professions de la santé réglementée*.

6. Changement du professionnel de la santé responsable du dossier

Si, pour une raison ou une autre, une personne assurée recevant des traitements désire changer de professionnel de la santé responsable de son dossier, la personne assurée et le nouveau professionnel devront en informer l'assureur en lui faisant parvenir un Formulaire de confirmation des traitements. Dans ce document, la personne assurée devra donner son consentement à l'assureur pour qu'il consulte le professionnel initialement responsable du dossier pour vérifier les soins et les traitements prévus au Formulaire original qui n'ont pas été dispensés, puis l'assureur inscrira les montants à la partie 9 du nouveau formulaire.

7. Traitements couverts par les lignes directrices

Normalement, le professionnel de la santé responsable au départ d'un dossier préparera un Formulaire de confirmation des traitements.

Les traitements commencent avec la première évaluation de la personne assurée par le professionnel de la santé responsable du dossier.

Les traitements peuvent durer un maximum de 28 jours.

Les professionnels de la santé réglementés sont tenus d'évaluer la personne assurée, de préparer un plan de traitements et prévoir un maximum de neuf séances de contrôle/traitements pour les personnes en vertu des présentes lignes directrices.

Les lignes directrices mettent l'accent sur le maintien des activités habituelles et la réduction des risques de chronicité.

Dès le départ, on encouragera la personne assurée à maintenir ses activités normales. Au cours de la première semaine, l'accent sera mis sur l'évaluation, l'éducation, le réconfort et la gestion de la douleur. Pendant tout le traitement, on insistera sur le fait que la personne assurée est responsable de son rétablissement et sur la poursuite de ses activités habituelles. La fréquence des interventions du fournisseur diminuera au fur et à mesure que la personne assurée fera des progrès.

Si des médicaments sur ordonnance sont nécessaires, on prendra un rendez-vous, au besoin, avec un médecin ou une infirmière praticienne. Les professionnels de la santé réglementés peuvent fournir de l'information générale sur la consommation de médicaments en vente libre mais on conseille aux personnes assurées de consulter un médecin, une infirmière praticienne ou un pharmacien sur la consommation de ces médicaments.

L'ensemble du traitement peut impliquer les interventions suivantes : le réconfort, la gestion de la douleur, la mobilisation/manipulation, l'éducation et l'activation (activités quotidiennes normales et exercice actif).

Le professionnel de la santé responsable du dossier remettra à toute personne assurée relevant de ces lignes directrices un dépliant d'information intitulé *L'entorse cervicale: les faits*, préparé par des professionnels de la santé réglementés et par l'industrie des assurances. On trouvera une copie de ce dépliant en Annexe D.

Il est essentiel de faire passer un message positif et on s'attend donc, dès la première visite et l'évaluation et lors des rencontres subséquentes, à ce que la personne assurée reçoive:

- un programme d'éducation indiquant que « avoir mal ne veut pas dire être blessé »
- et le réconfort que la plupart des personnes souffrant d'une entorse cervicale de stade I associés à des maux de dos récupèrent dans les premières semaines suivant la blessure.

Ce ne sont pas toutes les victimes d'entorse cervicale de stade I qui devront suivre une partie ou la totalité des interventions prévues aux lignes directrices. Le fournisseur est responsable de déterminer la nécessité des soins et des traitements et si les interventions prescrites permettent d'enregistrer des progrès importants vers le rétablissement et dans quelle mesure ils doivent se poursuivre aux termes des lignes directrices. Si la personne assurée a récupéré avant la fin des traitements prévus, on devrait y mettre un terme sans autre forme de procès.

8. Soins et traitements additionnels

Sans avoir l'approbation préalable de l'assureur, le professionnel de la santé responsable du dossier peut fournir des soins et des traitements additionnels, au besoin, pour le traitement de blessures d'un ou de plusieurs tissus mous qui:

- (a) sont les résultats du même accident qu'une entorse cervicale de stade I et ont besoin de traitement;
- (b) ne sont pas reliés à une entorse cervicale de stade I avec ou sans mal de dos avec symptômes connexes;
- (c) ne sont pas suffisamment graves pour exclure l'invalidité de la personne assurée des présentes lignes directrices;
- (d) peuvent être complètement traités par le fournisseur selon l'échéancier prévu dans les présentes lignes directrices.

L'invalidité traitée ainsi que les soins et traitements dispensés doivent être précisés par le professionnel de la santé responsable du dossier sur le Formulaire de confirmation des traitements et le maximum des frais à la charge de l'assureur pour la prestation de soins et traitements fournis aux termes de cette section est établi à 120 \$.

9. Traitement jugé insuffisant ou inadéquat

Si le professionnel de la santé responsable du dossier détermine qu'aux termes des lignes directrices, le traitement n'est plus adéquat ou est insuffisant pour la personne assurée parce qu'ils ne lui permettent pas de se rétablir, il en avisera l'assureur et la personne assurée (en utilisant le formulaire de Rapport de congé et rapport de situation des entorses cervicales de stade I et II). Voici les options qui s'offrent au professionnel de la santé:

- (a) présenter au Plan de traitement;
- (b) ou présenter un Plan de traitement et, avec l'approbation de l'assureur, organiser un rendez-vous avec le médecin de l'assureur ou un autre professionnel de la santé réglementé; ou
- (c) référer la personne assurée à son médecin ou autre professionnel de la santé.

Pendant qu'on réfléchit à la décision ou au traitement à prendre, le professionnel de la santé responsable du dossier peut:

- (d) interrompre les traitements s'ils sont jugés inadéquats (ou sont devenus inutiles); ou
- (e) poursuivre le traitement jusqu'à ce que le professionnel de la santé prenne une décision finale sur les mesures à prendre ou jusqu'à la fin du traitement compris dans les présentes lignes directrices.

L'Annexe sur les indemnités d'accidents légales stipule qu'un assureur a le droit de rejeter un Plan de traitement prévoyant des soins et traitements à dispenser à la personne assurée en même temps que des soins et des traitements aux termes des lignes directrices et que cette décision de l'assureur n'est pas sujette à contestation.

Cependant, l'AIAL prévoit également que rien n'interdit à la personne assurée, tout en recevant des soins et des traitements conformément aux lignes directrices, de présenter un Plan de traitement applicable à une période autre que celle prévue aux lignes directrices. Si l'assureur n'approuve pas le Plan de traitement dans le délai prescrit dans l'AIAL, l'assureur devra aviser la personne assurée qu'il exige un examen.

10. Achèvement du traitement aux termes des lignes directrices

Une fois le traitement complété, le professionnel de la santé responsable du dossier préparera un rapport final expliquant le résultat des traitements pour la personne assurée.

Si une personne assurée choisit de mettre un terme aux traitements prévus, cette personne pourra les reprendre à une date ultérieure uniquement si leur durée globale et le total des frais ne dépassent pas les normes établies.

Quand une personne assurée reçoit des traitements aux termes des lignes directrices, les options pour y mettre un terme sont les suivantes:

- i. Fermer le dossier et donner son congé à la personne assurée dans un délai de quatre semaines (le professionnel de la santé responsable du dossier remplit le Rapport de congé et rapport de situation des entorses cervicales de stade I et II);
- ii. La condition de l'assuré s'améliore mais pas suffisamment à la fin du traitement (des traitements additionnels ou d'autres traitements non prévus aux lignes directrices dépendent de la mise en oeuvre d'un Plan de traitements et de l'application de l'AIAL);
- iii. Situation non résolue (décision prise le plus tôt possible) et le professionnel de la santé responsable du dossier complète le Rapport de congé et rapport de situation des entorses cervicales de stade I et II et donne son congé à la personne assurée;

iv. La personne assurée a failli de manière déraisonnable à participer au traitement. On considère une personne non raisonnable quand elle ne se présente pas à au moins deux rendez-vous consécutifs ou à quatre rendez-vous pour l'ensemble de ceux prévus au traitement sans explication crédible. Le fournisseur doit compléter le formulaire de Rapport de congé et rapport de situation des entorses cervicales de stade I et II.

v. La personne assurée retire son consentement.

11. Exigence en matière de rapport des professionnels de la santé responsables du dossier

Le professionnel de la santé responsable du dossier est tenu d'établir des objectifs cliniques pour les personnes assurées recevant un traitement aux termes des présentes lignes directrices en conformité avec pour objectif le retour aux activités normales et la réduction du risque de chronicité. Pendant l'ensemble des traitements, le professionnel de la santé responsable du dossier est tenu d'utiliser les mesures et indicateurs adéquats pour évaluer les progrès.

Afin d'établir l'incidence des présentes lignes directrices sur une personne assurée dont l'invalidité est comprise dans ces lignes directrices et de contribuer à une évaluation globale des lignes directrices, le professionnel de la santé responsable du dossier doit remplir le formulaire Rapport de congé et rapport de situation des entorses cervicales de stade I et II.

12. Remboursement du fournisseur

Un professionnel de la santé responsable du dossier qui fournit des soins ou un traitement à une personne assurée en conformité avec les lignes directrices doit soumettre un Formulaire de confirmation des traitements au plus tard dans les cinq jours ouvrables après avoir rencontré la personne assurée pour la première fois.

L'AIAL prévoit que l'assureur doit confirmer, au plus tard dans les cinq jours ouvrables après avoir reçu le Formulaire de confirmation des traitements au professionnel de la santé responsable du dossier, que la police d'assurance désignée dans le Formulaire de confirmation des traitements était en vigueur à la date de l'accident. L'assureur peut refuser de payer le professionnel de la santé en raison de question de couverture et d'exclusions prévues à l'AIAL.

Le paiement au professionnel de la santé suivra la réception d'un Formulaire de confirmation des traitements, d'une demande d'indemnités d'accident et d'une demande d'indemnités d'accident, version C. L'assureur n'est pas obligé de verser un paiement jusqu'à ce qu'il ait reçu une demande d'indemnités d'accidents.

Dans le cas d'une facture finale, le paiement de l'assureur sera effectué suite à la réception d'un formulaire Rapport de congé et rapport de situation des entorses cervicales de stade I et II et d'une Facture d'assurance-automobile standard, version C.

13. Contenu des annexes

L'Annexe A présente le barème de remboursement sous forme de tableau. L'Annexe B donne un aperçu de l'ensemble des traitements prévus pour une personne assurée dont l'invalidité est comprise dans les présentes lignes directrices. Les fournisseurs fourniront une version personnalisée de ces traitements découlant de ces directives pour les besoins de chaque personne assurée.

L'Annexe C établit les soins et les traitements qu'un assureur n'est pas tenu de financer en vertu des présentes lignes directrices pour une personne assurée dont l'invalidité est comprise dans ces lignes directrices.

L'annexe D comprend le dépliant d'information intitulé *L'entorse cervicale : les faits*.

Annexe A - Calendrier de remboursement TAEC de stade I

Les fournisseurs de services de santé devraient recevoir les remboursements suivants pour le traitement d'une personne assurée dont l'invalidité est comprise dans les présentes lignes directrices. Les honoraires sont payables quand la personne assurée a reçu tout traitement dans la semaine y compris lorsque le traitement a été interrompu.

1re et 2e semaines	296 \$
Obtenir son congé pendant la 1re et la 2e semaine ou à la fin de la 2e semaine, rapport de congé et contrôle	152 \$
3e et 4e semaines	160 \$
Évaluation finale et production du rapport de congé	80 \$
Soins et traitements additionnels	120 \$
Droits de transfert de professionnel de la santé responsable du dossier	48 \$

Annexe B - Ensemble des traitements pour entorse cervicale de stade I

Semaines 1 et 2	Soins et traitements
Visite initiale :	<ul style="list-style-type: none"> ▪ On envisage jusqu'à quatre séances de surveillance ou de traitement dans le cadre de cette étape ▪ Effectuer évaluation, y compris les antécédents familiaux et l'examen physique pour déterminer si ces critères peuvent être inclus dans les lignes directrices, les plaintes reliées à l'accident, le besoin de soins et de traitements recommandés et l'identification de toute entrave potentielle au rétablissement ▪ Remplir le Formulaire de confirmation du traitement
Visites initiale et subséquente :	<ul style="list-style-type: none"> ▪ Fournir des avis et du réconfort pour encourager le retour aux activités habituelles sans interruption ▪ Examiner le dépliant <i>L'entorse cervicale : les faits</i> ▪ Gérer la douleur au besoin (pourrait se traduire par un rendez-vous avec un médecin) ▪ Prescrire de légers exercices à la maison pour améliorer la motricité ▪ Initier la manipulation et la mobilisation, au besoin, pour améliorer l'habileté fonctionnelle ▪ Si, contre toute attente, l'assuré est incapable d'effectuer les activités exécutées couramment avant l'accident au travail comme à la maison, informez-en l'assureur et la personne assurée

Semaines 1 et 2	Soins et traitements
<p><u>Remarque pour les fournisseurs de service à la fin de la 2e semaine :</u></p> <p>Si on observe une amélioration à l'entorse cervicale de stade I mais que d'autres soins et traitements sont nécessaires :</p>	<ul style="list-style-type: none"> ▪ Fournir des conseils et du réconfort pour encourager le maintien des activités normales ▪ Gérer la douleur, si nécessaire ▪ Prescrire de légers exercices à la maison et, au besoin, des exercices légers supervisés ▪ Utiliser la manipulation et la mobilisation et les thérapies physiques, au besoin, dans le cadre d'une stratégie qui favorise l'activité
<p><u>Remarques pour les fournisseurs à la fin de la 2e semaine :</u></p> <p>Si l'entorse cervicale de stade I ne s'améliore pas ou n'est pas réglée :</p>	<ul style="list-style-type: none"> ▪ Réévaluer et informer l'assureur
<p>S'il y a congé pendant la 1re et la 2e semaine</p>	<ul style="list-style-type: none"> ▪ Donner congé de traitement, conseil et réconfort ▪ Remplir le formulaire Rapport de congé et rapport de situation des entorses cervicales de stade I et II ▪ Surveiller la personne assurée
<p>3e et 4e semaines</p>	<ul style="list-style-type: none"> ▪ Le 15e jour ou environ, évaluer les progrès et planifier pour les 13 prochains jours ▪ Un maximum de cinq séances de traitement est prévu dans les 3e et 4e semaines
<p>Si le TAEC de stade I est résolu sans nécessiter d'autres soins ou traitements :</p>	<ul style="list-style-type: none"> ▪ Accorder le congé sans autre traitement et donner des conseils et du réconfort ▪ Surveiller la personne assurée
<p>Si on prévoit que le problème du TAEC de stade I sera réglée avant la fin des traitements aux termes des lignes directrices :</p>	<ul style="list-style-type: none"> ▪ Fournir des conseils et du réconfort pour encourager le retour aux activités habituelles ▪ Gérer la douleur au besoin ▪ Prescrire de légers exercices et, au besoin, fournir des exercices supervisés ▪ Utiliser la manipulation et la mobilisation et les thérapies physiques, s'il y a lieu, dans le cadre d'une stratégie qui fait la promotion de l'activité physique et du retour à la mobilité

<p>Si l'entorse cervicale de stade I s'améliore et fait des progrès mais n'est pas réglée à la fin du traitement aux termes des lignes directrices :</p>	<ul style="list-style-type: none"> ▪ Fournir des conseils et du réconfort pour encourager le maintien des activités habituelles ▪ Si les activités quotidiennes sont touchées, informer l'assureur et l'assuré et présenter des recommandations à la personne assurée et à l'assureur sur la marche à suivre ▪ Gérer la douleur, au besoin ▪ Proposer des exercices faciles à la maison ▪ Envisager davantage de manipulation et de mobilisation intensives ou une thérapie physique dans le cadre d'une stratégie encourageant les activités habituelles
<p>Si le TAEC de stade I n'est pas réglé et ne s'améliore pas :</p>	<ul style="list-style-type: none"> ▪ Informer l'assureur et le professionnel de la santé traitant la personne assurée ▪ Réévaluer ▪ Envoyer le Plan de traitement et/ou référer le patient au professionnel de la santé réglementé
<p>À la fin de la 4e semaine</p>	<ul style="list-style-type: none"> ▪ Évaluation finale et rapport à l'assureur et à la personne assurée par le biais du formulaire Rapport de congé et rapport de situation des entorses cervicales de stade I et II

Annexe C - Soins et traitements non couverts pas les lignes directrices

Aux termes des présentes lignes directrices, un assureur n'est pas tenu de payer les soins ou les traitements suivants administrés à une personne assurée dont l'invalidité est comprise dans les présentes lignes directrices :

- Utiliser des oreillers cervicaux;
- Conseiller l'inactivité ou le repos au lit;
- Injecter un anesthésique, de l'eau stérile ou des stéroïdes pour le cou;
- Porter un collier souple pour plus de 2 jours;
- Effectuer des pulvérisations locales et des étirements;
- Porter un collier magnétique.

Annexe D - L'entorse cervicale : les faits

L'entorse cervicale : les faits - stade I et II

Les personnes blessées lors d'accidents automobiles souffrent parfois d'une tension aux muscles du cou et aux tissus mous environnants, désignée communément comme une entorse cervicale. Cette blessure est fréquente lorsqu'un véhicule est percuté à l'arrière ou de côté, ce qui crée un mouvement brusque et important de la tête et du cou. L'entorse cervicale peut provoquer une sensibilité des muscles (stade I) ou une limitation des mouvements du cou (stade II). Ce type de blessure est généralement temporaire et la plupart des gens qui en souffrent connaissent un rétablissement complet. Si vous avez souffert d'une entorse cervicale, le fait d'en savoir plus sur cet état peut vous aider à vous impliquer dans votre propre rétablissement. Ce dépliant résume le fruit des recherches scientifiques actuelles sur les entorses cervicales de stade I et II.

Pour comprendre l'entorse cervicale

- La plupart des entorses cervicales ne sont pas des blessures graves et guérissent complètement.

- Les signes d'une blessure cervicale grave, comme une fracture, sont généralement évidents lors des premières évaluations. Les professionnels de la santé qui ont été formés pour traiter les entorses cervicales sont attentifs à ces signes.
- La douleur, la raideur et d'autres symptômes d'entorse cervicale de stade I ou II apparaissent en général en 2 jours suivant le moment de l'accident. Une apparition plus tardive des symptômes n'est pas un signe de blessure plus grave.
- De nombreuses personnes souffrant d'entorse cervicale continuent leurs activités habituelles sans problème. Celles qui ont des problèmes connaissent généralement une amélioration après quelques jours ou quelques semaines et reprennent sans danger leurs activités quotidiennes.
- Tout comme la douleur et la raideur d'une entorse à la cheville peuvent persister, une entorse cervicale peut aussi laisser une douleur, une raideur ou une sensibilité pendant plusieurs jours ou plusieurs semaines. Bien que certains patients connaissent une guérison rapide, les symptômes peuvent persister pendant une longue période de temps. Dans la plupart des cas d'entorse cervicale de stade I et II, ces symptômes diminuent graduellement avec le retour à l'activité normale.

L'entorse cervicale et les activités quotidiennes

- Le fait de poursuivre une activité normale est très important pour le rétablissement.
- Un repos prolongé pendant plus d'un jour ou deux ne contribue généralement pas à la guérison et peut même prolonger la douleur et l'invalidité. Pour les entorses cervicales, il semblerait que « le repos fait rouiller ».
- Les muscles blessés peuvent devenir raides et faibles lorsqu'ils ne sont pas utilisés. Ceci peut augmenter la douleur et retarder le rétablissement.
- Un retour aux activités habituelles peut être facilité par un traitement actif et des exercices.
- Les collets cervicaux ou « supports cervicaux » empêchent le mouvement et peuvent augmenter la raideur et la douleur. Ces appareils ne sont généralement pas recommandés puisqu'ils n'ont fait preuve que de peu ou pas d'efficacité.
- Le retour à l'activité conserve la santé des tissus mous et maintient leur flexibilité, ce qui accélère le rétablissement. L'exercice physique libère également des agents chimiques du corps qui aident à réduire la douleur d'une façon naturelle.
- Afin de prévenir le développement de douleurs chroniques, il est important de commencer à bouger dès que possible.

Conseils pour le retour à l'activité

- Évitez de demeurer en position assise pendant des périodes prolongées sans changer de position.
- Levez-vous et étirez-vous périodiquement.
- À votre poste de travail, assoyez-vous de manière à ce que la partie supérieure de vos bras soit près de votre corps et votre dos et vos pieds soient bien soutenus.
- Ajustez le siège de votre voiture lorsque vous conduisez, de manière à ce que vos genoux et vos coudes soient légèrement pliés.
- Lorsque vous faites des emplettes ou lorsque vous transportez des objets, utilisez un chariot ou tenez les objets près de votre corps pour un meilleur soutien.
- Pendant les premières semaines, évitez les sports de contact ou les exercices vigoureux afin d'éviter de vous blesser à nouveau. Demandez à votre professionnel de la santé de vous conseiller d'autres activités sportives ou récréatives.
- Assurez-vous que le lit sur lequel vous dormez est confortable. L'oreiller doit être ajusté de manière à soutenir le cou à une hauteur confortable.

Traitement des entorses cervicales

- Les études indiquent qu'un traitement efficace des entorses cervicales nécessite la coopération du patient et des efforts actifs de retour aux activités quotidiennes.
- Un professionnel de la santé en charge de votre traitement évaluera votre blessure et discutera avec vous des possibilités de traitement et de gestion de la douleur.

- Bien qu'en général aucun médicament sous ordonnance n'est nécessaire, l'usage provisoire de médicaments légers disponibles en vente libre peut vous être suggéré en plus d'un traitement à la glace ou à la chaleur.
- Le professionnel de la santé en charge de votre traitement peut recommander un traitement de physiothérapie approprié.

Pour éviter les douleurs chroniques

- Certaines personnes atteintes d'une entorse cervicale hésitent à reprendre leurs activités, craignant que l'état de la blessure n'empire. La douleur ou la sensibilité peut les pousser à surestimer l'importance des dommages physiques.
- Si votre professionnel de la santé conseille un retour à l'activité, acceptez ce conseil et mettez-le en application.
- Demeurez en contact avec votre famille, vos amis et vos collègues. Le retrait social peut contribuer à la dépression et au développement de douleurs chroniques.
- Si la quête de votre rétablissement vous décourage ou vous déprime, parlez-en à votre professionnel de la santé.
- Concentrez-vous sur la poursuite de votre vie plutôt que sur votre blessure!

Pour prévenir une nouvelle blessure

- Un bon ajustement de la hauteur de l'appuie-tête de votre siège de voiture aidera à prévenir les blessures associées au coup de fouet cervical survenant lors d'un accident. Pour un ajustement optimal, le sommet de la tête doit être aligné avec le haut de l'appuie-tête et il ne doit pas y avoir plus de 2 à 5 cm de distance entre l'arrière de la tête et l'appuie-tête.

Ce dépliant fournit des renseignements généraux sur les entorses cervicales. Ce dépliant ne remplace pas les conseils qualifiés d'un professionnel de la santé qui peut évaluer correctement les blessures associées au coup de fouet cervical et recommander un traitement.

Ces renseignements résument les dernières recherches scientifiques disponibles sur l'entorse cervicale et ont été entérinés par les groupes suivants:

Bureau d'assurance du Canada (BAC)
 Association chiropratique de l'Ontario (OCA)
 Ontario Massage Therapist Association (OMTA)
 Ontario Physiotherapy Association (OPA)
 Ontario Society of Occupational Therapists (OSOT)
 Ontario Physiotherapy Association (OPA)
 Ontario Society of Occupational Therapists (OSOT)

(139-G032B)

January 2006

Pre-approved Framework Guideline for Whiplash Associated Disorder Grade II Injuries With or Without Complaint of Back Symptoms

Superintendent's Guideline No. 02/06

1. Introduction

This Guideline is issued pursuant to Section 268.3 of the *Insurance Act* for the purposes of the *Statutory Accident Benefits Schedule* (SABS).

This Guideline is effective for new Treatment Confirmation Forms submitted by an initiating health practitioner on or after March 1, 2006, and replaces Pre-approved Framework Guideline for Whiplash Associated Disorder Grade II Injuries With or Without Complaint of Back Symptoms Superintendent's Guideline No.07/03, July 2003. The changes from the previous Guideline have been made to reflect the elimination of the Designated Assessment Centre system, effective March 1, 2006.

This Guideline is intended to set out what goods and services may be provided without insurer approval to an insured person who has sustained a Whiplash Associated Disorder Grade II as described below, with or without back pain, and the cost of such services payable by the insured person's insurer.

This Guideline reflects a consensus between regulated health professionals and insurers and will be subject to review and revision as required over time.

2. Impairments that come within this Guideline

Subject to the exceptions listed in Section 3, below, an insured person's impairment comes within this Guideline if, after being assessed within 28 days of the accident, the insured person is determined to have sustained an injury that:

- (a) resulted from an acceleration-deceleration mechanism of energy transfer to the neck, presents as a complaint of neck pain, stiffness, or tenderness, and musculoskeletal sign(s), including decreased range of motion and point tenderness, and therefore meets the criteria for "Whiplash Associated Disorder Grade II" (also known as "WAD II") set out in the Société de l'assurance automobile du Québec's Task Force Report titled *Redefining "Whiplash" and its Management*, published in the April 15, 1995 edition of *Spine*;
- (b) may include a complaint of non-radicular back symptoms associated with the WAD II; and
- (c) is of sufficient severity that it requires the physical treatment interventions provided under this Guideline.

An insured person who has sustained an impairment covered by this Guideline may also exhibit other common symptoms including: shoulder pain; referred arm pain (not from radiculopathy); dizziness; tinnitus; headache; difficulties with hearing and memory acuity; dysphagia; and temporomandibular joint pain. These additional symptoms would not exclude an impairment from this Guideline unless they require separate treatment from that provided under this Guideline.

3. Impairments that do not come within this Guideline

An insured person's impairment does not come within this Guideline if:

- (a) The insured person's impairment comes within the WAD I Pre-approved Framework Guideline; or
- (b) despite being assessed within 28 days of the injury as having an injury described in Section 2, there are specific pre-existing occupational, functional or medical circumstances of the insured person that:
 - i. significantly distinguish the insured person's needs from the needs of other persons with similar impairments that come within this Guideline; and
 - ii. constitute compelling reasons why other proposed goods or services are preferable to those provided for under this Guideline.

4. Responsibilities of the initiating health practitioner

The initiating health practitioner:

- (a) is a health practitioner as defined by the SABS who is authorized by law to treat the injury and has the ability to deliver all the goods/services provided for in this Guideline;
- (b) initiates treatment by submitting a Treatment Confirmation Form;
- (c) provides a significant portion of the goods and services;

- (d) may co-ordinate the provision of any goods and services covered by this Guideline and provided to the insured person by another regulated health professional, or directly supervise the provision of any additional goods and services to the insured person by an unregulated provider, where such treatment is needed by the insured person and is provided under this Guideline;

- (e) shall have overall accountability for:
 - i. assessing the need for and implementing goods and services such that the treatment elements in this Guideline are addressed as required and appropriate;
 - ii. ensuring the use of the most appropriate provider(s);
 - iii. documenting, communicating and billing as required by the Guideline;
 - iv. reporting outcomes to the insured person and insurer when treatment is inappropriate or ceases;
 - v. participating in monitoring the effectiveness of the Guideline by fully completing the forms required by this Guideline; and

- (f) determines the presence of any barriers which might delay recovery.

5. Providers covered by this Guideline

The initiating health practitioner may include treatment by other providers in the Treatment Confirmation Form. This Guideline covers treatment by the initiating health practitioner and other providers, including unregulated providers where the treatment is directly supervised by a regulated health professional and is not a controlled act as defined by the *Regulated Health Professions Act, 1991*.

6. Switching initiating health practitioners

If for any reason an insured person receiving treatment under this Guideline wishes to change his or her initiating health practitioner, the insured person and the new practitioner must inform the insurer through submission of a new Treatment Confirmation Form. In the new Treatment Confirmation Form, the insured person will give consent for the insurer to contact the original initiating health practitioner to determine what goods and services referred to in the original Treatment Confirmation Form have not been provided and the insurer will then fill in this amount in Part 9 of the form.

7. Treatment/assessments covered by this Guideline

There will typically be one Treatment Confirmation Form which will be prepared by the initiating health practitioner.

The treatment commences with the insured person's first assessment by the initiating health practitioner.

If treatment is initiated during the first 7 days following an accident, the duration of treatment will be 7 weeks. If treatment is initiated between 8 and 28 days following an accident, the duration of treatment will be 6 weeks.

In the first week of treatment under the Guideline emphasis will be on assessment, education, reassurance and pain control and may include physician referral for prescription medication.

Education materials titled *Getting the Facts About Whiplash*, developed by regulated health professionals and the insurance industry, will be provided by the initiating health practitioner to all insured persons covered by this Guideline. This material may be found in Appendix E.

The importance of positive messaging is recognized, and it is therefore expected that, at the initial visit and assessment and at subsequent visits, the insured person will be provided with:

- education regarding “hurt does not equal harm;” and
- reassurance that most people with WAD II and associated complaints of back symptoms recover within the first few weeks following the injury.

Emphasis will be on the insured person’s responsibility for his or her recovery and the return to normal activities. The frequency of goods and services will diminish as the insured person progresses.

If prescription medication is needed, a referral to a physician or nurse practitioner is necessary. Regulated health professionals may provide general information on the use of over-the-counter medications, but insured persons should be encouraged to consult a physician, nurse practitioner, or pharmacist on the specific use of these medications.

Not all individuals with WAD II will require any or all of the goods and services included within this Guideline. The provider is responsible for determining the need for goods and services and whether the prescribed goods and services are producing significant progress toward recovery and should be continued under the Guideline. If the insured person has recovered before the completion of the treatment outlined in this Guideline, the insured person should be discharged from treatment.

8. Ancillary goods or services (SABS s. 37.2)

With prior insurer approval, certain ancillary goods or services may be proposed by the initiating health practitioner or family physician or insurer and carried out by a regulated health professional while the insured person continues to be covered by this Guideline. Prior approval from the insurer must be requested on a separate Treatment Confirmation Form.

Once the request for ancillary goods or services is received, the insurer has 5 business days to either:

- notify the insured person and the health care practitioner concerning whether the insurer will pay for all or part of the ancillary goods or services; or
- notify the insured person that the insurer wants an examination by a member of a health profession, social worker or an expert in vocational rehabilitation to take place to assist the insurer in determining whether to pay for the ancillary goods or services. This examination is a file review of documents and does not require the personal attendance of the insured.

If the insurer fails to respond within the prescribed time period, the insurer must pay for the ancillary goods or services delivered under the Treatment Confirmation Form.

For the purposes of this Guideline, ancillary goods or services which may be requested are an Activities of Normal Life Intervention (ANLI), in order to identify and evaluate areas of functional difficulty or barriers to recovery due to the WAD II or back pain and to implement strategies for recovery. An ANLI is not an assessment for the purpose of determining eligibility for housekeeping, attendant care or weekly benefits.

The insured person must be present during the ANLI (excluding reporting back). The ANLI will take no more than 4 hours for the regulated health professional to complete, including preparation of the report (not including travel time/mileage).

The regulated health professional must report back to the initiating health practitioner (where not the same person), insurer, insured person and family physician and comment on assessment findings, treatment interventions provided and recommendations.

If, upon completion of the ANLI, the regulated health professional identifies a need for further goods and services, she or he will complete a Treatment Plan and submit the request to the insurer.

9. Supplementary goods and/or services

Without prior insurer approval, the initiating health practitioner may provide supplementary goods and/or services where they are needed for the management of one or more minor soft tissue injury/ies which:

- resulted from the same accident as the WAD II and requires treatment;
- is/are unrelated to the WAD II with or without back pain and its common symptoms;
- is/are not of sufficient severity to exclude the insured person’s impairment under this Guideline; and
- can be fully treated by the provider within the time frame of this Guideline.

The impairment addressed and the services and/or goods must be specified by the initiating health practitioner on a Treatment Confirmation Form and the maximum total cost payable by the insurer for the goods and services provided under this section is \$160

10. Treatment deemed insufficient or inappropriate

If the initiating health practitioner determines that treatment under this Guideline is no longer appropriate or sufficient for the insured person because the insured person is not making sufficient progress towards recovery, the initiating health practitioner will advise the insurer and the insured person (using the WAD I/WAD II PAF Discharge & Status Report form). The initiating health practitioner’s options then are the following:

- submit a Treatment Plan; or
- submit a Treatment Plan and make a referral to the insured person’s physician or another regulated health professional; or
- with insurer agreement, extend treatment under this Guideline for no more than 4 visits and 2 weeks beyond end of regular duration and at a price determined by the insurer and initiating health practitioner; or
- make a referral to the insured person’s physician or another regulated health professional.

While treatment/referral decisions are being considered, the initiating health practitioner may:

- stop the treatment where it is not appropriate (or no longer needed); or
- continue treatment until a decision is reached on the action recommended by the initiating health practitioner.

The SABS provides that an insurer may reject a Treatment Plan that provides for goods and services to be received during any period in which the insured person is receiving goods and services under this Guideline and the insurer’s determination is not subject to dispute.

However, the SABS also provides that nothing prevents an insured person, while receiving goods and services under this Guideline, from submitting a Treatment Plan applicable to a period other than the period covered by this Guideline. If the insurer does not approve the Treatment Plan within the time period prescribed in the SABS, the insurer will have to notify the insured person that it requires an insurer examination.

11. Completing the treatment under this Guideline

Upon completion of treatment, the initiating health practitioner will prepare a final report which will indicate the insured person’s outcomes from treatment.

If an insured person elects to end treatment under this Guideline, he or she may only resume treatment at a later date if this will not extend the overall duration and expenditure limits of the Guideline.

When an insured person is receiving treatment under the Guideline, the termination options are:

- i. Resolved and discharged within 6 weeks (WAD I/WAD II PAF Discharge & Status Report completed by initiating health practitioner);
- ii. Condition improving, but improvement is insufficient at the end of the treatment (further or other treatment beyond the Guideline is dependent upon the Treatment Plan application and approval process of the SABS);
- iii. Not resolving (decision made as soon as possible) and the initiating health practitioner completes the WAD I/WAD II PAF Discharge & Status Report form and discharges the insured person;
- iv. Insured person unreasonably fails to participate in treatment. This may be inferred from the insured person's non-attendance at 2 consecutive appointments or 4 appointments overall without a reasonable explanation. Provider required to complete WAD I/WAD II PAF Discharge & Status Report form; or
- v. Insured person withdraws consent.

12. Reporting requirement for initiating health practitioners

The initiating health practitioner is expected to establish clinical outcome goals for the insured person receiving treatment under this Guideline that are consistent with the goals of return to normal activities in the early stages of recovery and reducing the risk of chronicity. Throughout the course of treatment the initiating health practitioner is expected to use appropriate measures/indicators to evaluate progress towards achievement of these goals.

For the purposes of documenting the impact of the Guidelines on an insured person whose impairment comes within this Guideline and contributing to the overall evaluation of the Guideline, the initiating health practitioner must complete the WAD I/WAD II PAF Discharge & Status Report form.

13. Provider reimbursement

An initiating health practitioner who provides a good and/or service to an insured person in accordance with the Guideline must submit a Treatment Confirmation Form not later than 5 business days after first seeing the insured person.

The SABS provides that the insurer must confirm to the initiating health practitioner no later than 5 business days after receiving the Treatment Confirmation Form, that the auto insurance policy referenced in the Treatment Confirmation Form was in force on the date of the accident. Payment to the initiating health practitioner may be denied due to coverage issues or exclusions set out in the SABS.

The insurer's payment will follow receipt of a completed Treatment Confirmation Form, Application for Accident Benefits and Auto Insurance Standard Invoice, Version C. The insurer is not obliged to make payment until after the insurer has received an Application for Accident Benefits.

In the case of the final invoice, the insurer's payment will follow receipt of a WAD I/WAD II PAF Discharge & Status Report and Auto Insurance Standard Invoice, Version C.

Where an x-ray service is provided to an insured person whose impairment comes within this Guideline by a chiropractor who is an initiating health practitioner, that service is payable without insurer

approval and subject to the reimbursement schedule outlined in Appendix D to this Guideline.

14. Content of appendices

Appendix A sets out the payment schedule in chart form.

Appendix B sets out an overview of the expected course of treatment for an insured person whose impairment comes within this Guideline. Providers will individualize these treatment directives for the needs of each insured person.

Appendix C sets out what goods/services an insurer is not obliged to fund pursuant to this Guideline for an insured person whose impairment comes within this Guideline.

Appendix D outlines the payment schedule for x-rays provided pursuant to this Guideline for an insured person whose impairment comes within this Guideline. Any other x-ray service is subject to insurer approval.

Appendix E contains the educational brochure titled *Getting the Facts About Whiplash*.

Appendix A - WAD II Payment Schedule

Health care providers are entitled to the following reimbursement for treatment of an insured person whose impairment comes within this Guideline. Fees are payable where the insured person has received any treatment in that week including where treatment has been discontinued.

Week 1	\$240
Weeks 2 and 3	\$432
Discharge at end of Week 3 and monitoring	\$160
Weeks 4, 5 and 6	\$408
Final assessment and completion of report	\$80
Supplementary goods and services	\$160
Transfer fee if changing initiating health practitioner	\$48

Appendix B - WAD II Course of treatment

Weeks 1 to 3	Treatment/Services
<u>Initial Visit / Week 1:</u>	<ul style="list-style-type: none"> ▪ Initial visit and up to 3 treatment sessions ▪ Conduct assessment including history, physical exam, x-rays (subject to Appendix D in Guideline) to determine if criteria met for inclusion in the Guideline, relationship of complaints to the accident, the need for the recommended goods and services if any and identification of any potential barriers to recovery ▪ Complete Treatment Confirmation Form ▪ Provide "Getting the Facts About Whiplash" ▪ Manage pain as appropriate (may include physician referral for prescription medication) ▪ Prescribe mild home exercise to improve range of motion

Weeks 1 to 3	Treatment/Services
	<ul style="list-style-type: none"> ▪ Initiate manipulation/mobilization, if appropriate, to improve function ▪ Consider prognosis and need for ANLI
<u>Visits in Weeks 2 and 3:</u>	<ul style="list-style-type: none"> ▪ 2 to 4 treatments/monitoring sessions per week expected in this block ▪ Provide advice and reassurance to encourage return to usual activities
<u>Considerations for Providers at the end of Week 3:</u> If WAD improving but further goods and services required:	<ul style="list-style-type: none"> ▪ Provide advice and reassurance to encourage maintenance of usual activities as soon as possible ▪ Manage pain as appropriate ▪ Prescribe mild home exercise and, if necessary, mild supervised exercise ▪ Utilize manipulation/mobilization and/or physical therapies if required as part of a strategy that promotes activation and return of mobility
<u>Considerations for Providers at the end of Week 3:</u> If WAD II not resolving or improving:	<ul style="list-style-type: none"> ▪ Re-evaluate ▪ Consider need for ANLI
<u>Considerations for Providers at the end of Week 3:</u> If WAD II resolution expected without further intervention:	<ul style="list-style-type: none"> ▪ Discharge from treatment with advice and reassurance ▪ Monitor
If discharged during Weeks 2 or 3 or at end of Week 3:	<ul style="list-style-type: none"> ▪ Discharge from treatment with advice and reassurance and complete WAD I/WAD II Discharge & Status Report ▪ Monitor insured person
Weeks 4, 5 and 6	<ul style="list-style-type: none"> ▪ At or about day 21 evaluate progress and plan for next 21 days ▪ 1 - 3 treatment sessions per week expected in this block
<u>Considerations for providers during weeks 4-6:</u> If WAD II resolution expected without further interventions:	<ul style="list-style-type: none"> ▪ Discharge from treatment with advise and reassurance ▪ Monitor
<u>Considerations for providers during weeks 4-6:</u> If WAD II resolution expected by the end of treatment under the Guideline:	<ul style="list-style-type: none"> ▪ Provide advice and reassurance to encourage return to usual activities as soon as possible ▪ Manage pain as appropriate ▪ Prescribe mild home exercise, and if necessary, provide supervised exercise ▪ Utilize manipulation/mobilization and/or physical therapies if required as part of a strategy that promotes activation and return of mobility

If WAD II is resolving or improving but resolution not expected by end of treatment under the Guideline:	<ul style="list-style-type: none"> ▪ Advise insurer including presence of any barriers to recovery ▪ Provide advice and reassurance to encourage return to usual activities as soon as possible ▪ Manage pain as appropriate ▪ Prescribe mild home exercise ▪ Consider more intensive manipulation/mobilization and/or physical therapies as part of a strategy that promotes activation and return of mobility ▪ Consider need for ANLI ▪ Consider supervised exercise and conditioning program ▪ Consider requesting an extension of treatment under this Guideline from insurer of up to 4 visits and 2 weeks or, if more treatment is needed, submit Treatment Plan to insurer
If WAD not resolving or improving:	<ul style="list-style-type: none"> ▪ Advise insurer and, if appropriate, insured person's treating health practitioner ▪ Reassess ▪ Submit Treatment Plan and/or refer to appropriate regulated health professional
Completion of week 6:	<ul style="list-style-type: none"> ▪ Final assessment and report to insurer and insured person

Appendix C - Goods and services not covered in the Guideline

An Insurer is not obliged to pay pursuant to this Guideline for the following goods/services rendered to an insured person with an impairment that comes within this Guideline:

- Cervical pillows;
- Advice supporting inactivity or bedrest;
- Injections of anaesthetics, sterile water or steroids to the neck;
- Soft collar for more than 2 days;
- Spray and stretch; and
- Magnetic necklaces.

Note: Adjunct passive modalities (transcutaneous electrical nerve stimulation, ultrasound, massage, heat/cold application, short term bedrest) are included in the funding where part of strategy promoting activation and return to mobility.

Appendix D - Payment Schedule for X-Rays

X-ray services for an insured person with an impairment that comes within this Guideline are payable under the following circumstances:

- X-rays listed below do not require insurer approval, but fees may not exceed those listed in table below. Any other x-rays require insurer/DAC approval.
- No other comparable x-rays have been taken by another health practitioner or facility since the accident.
- Any available funding from OHIP or collateral insurance is utilized before the insurer is billed.
- The insured person displays one or more of the following characteristics:
 - Suspicion of bony injury;
 - Suspicion of degenerative changes, instability, or other conditions of sufficient severity that counter indications to one or more interventions must be ruled out;

- Suspicion of rheumatoid arthritis;
- Suspicion of osteoporosis; or
- History of cancer.

Description	CCI		Maximum Fee (\$)
	Code	Attribute	
<u>Cervical Spine</u>			
2 or fewer views	3.SC.10	CXA	\$35.20
3-4 views	3.SC.10	CXB	\$42.00
5-6 views	3.SC.10	CXC	\$48.00
more than 6 views	3.SC.10	CXD	\$56.64
<u>Thoracic Spine</u>			
2 or fewer views	3.SC.10	THA	\$32.85
3-4 views	3.SC.10	THB	\$43.23
<u>Lumbar or Lumbosacral spine</u>			
2 or fewer views	3.SC.10	LBA or LSA	\$35.20
3-4 views	3.SC.10	LBB or LSB	\$42.00
5-6 views	3.SC.10	LBC or LSC	\$48.00
More than 6 views	3.SC.10	LBD or LSD	\$55.86

Appendix E - Getting the Facts about Whiplash

Getting the facts about Whiplash: Grades I and II

People injured in car accidents sometimes experience a strain of the neck muscles and surrounding soft tissue, known commonly as whiplash. This injury often occurs when a vehicle is hit from the rear or the side, causing a sharp and sudden movement of the head and neck. Whiplash may result in tender muscles (Grade I) or limited neck movement (Grade II). This type of injury is usually temporary and most people who experience it make a complete recovery. If you have suffered a whiplash injury, knowing more about the condition can help you participate in your own recovery. This brochure summarizes current scientific research related to Grade I and II whiplash injuries.

Understanding Whiplash

- Most whiplash injuries are not serious and heal fully.
- Signs of serious neck injury, such as fracture, are usually evident in early assessments. Health care professionals trained to treat whiplash are alert for these signs.
- Pain, stiffness and other symptoms of Grades I or II whiplash typically start within the first 2 days after the accident. A later onset of symptoms does not indicate a more serious injury.
- Many people experience no disruption to their normal activities after a whiplash injury. Those who do usually improve after a few days or weeks and return safely to their daily activities.
- Just as the soreness and stiffness of a sprained ankle may linger, a neck strain can also feel achy, stiff or tender for days or weeks. While some patients get better quickly, symptoms can persist over a longer period of time. For most cases of Grades I and II whiplash, these symptoms gradually decrease with a return to activity.

Daily Activity and Whiplash

- Continuing normal activities is very important to recovery.
- Resting for more than a day or two usually does not help the injury and may instead prolong pain and disability. For whiplash injuries, it appears that “rest makes rusty.”
- Injured muscles can get stiff and weak when they’re not used. This can add to pain and can delay recovery.

- A return to normal activity may be assisted by active treatment and exercises.
- Cervical collars, or “neck braces,” prevent motion and may add to stiffness and pain. These devices are generally not recommended, as they have shown little or no benefit.
- Returning to activity maintains the health of soft-tissues and keeps them flexible - speeding recovery. Physical exercise also releases body chemicals that help to reduce pain in a natural way.
- To prevent development of chronic pain, it is important to start moving as soon as possible.

Tips For Return To Activity

- Avoid sitting in one position for long periods.
- Periodically stand and stretch.
- Sit at your workstation so that the upper part of your arm rests close to your body, and your back and feet are well supported.
- Adjust the seat when driving so that your elbows and knees are loosely bent.
- When shopping or carrying items, use a cart or hold things close to the body for support.
- Avoid contact sports or strenuous exercise for the first few weeks to prevent further injury. Ask your health professional about other sporting or recreational activities.
- Make your sleeping bed comfortable. The pillow should be adjusted to support the neck at a comfortable height.

Treating Whiplash

- Research indicates that successful whiplash treatment requires patient cooperation and active efforts to resume daily activity.
- A treating health care professional will assess your whiplash injuries, and discuss options for treatment and control of pain.
- Although prescription medications are usually unnecessary, temporary use of mild over-the-counter medication may be suggested, in addition to ice or heat.
- Your treating health care professional may recommend appropriate physical treatment.

Avoiding Chronic Pain

- Some whiplash sufferers are reluctant to return to activity, fearing it will make the injury worse. Pain or tenderness may cause them to overestimate the extent of physical damage.
- If your health professional suggests a return to activity, accept the advice and act on it.
- Stay connected with family, friends and co-workers. Social withdrawal can contribute to depression and the development of chronic pain.
- If you are discouraged or depressed about your recovery, talk to your health professional.
- Focus on getting on with your life, rather than on the injury!

Preventing Another Whiplash Injury

- Properly adjusting the height of your car seat head restraint (head rest) will help prevent whiplash injury in an accident. In an ideal adjustment, the top of the head should be in line with the top of the head restraint and there should be no more than 2 to 5 cm between the back of the head and the head restraint.

This brochure provides general information about whiplash injuries. It does not replace advice from a qualified health care professional who can properly assess a whiplash injury and recommend treatment.

The information highlights the latest available scientific research on whiplash and has been endorsed by the following groups:

Insurance Bureau of Canada (IBC)
 Ontario Chiropractic Association (OCA)
 Ontario Massage Therapist Association (OMTA)
 Ontario Physiotherapy Association (OPA)
 Ontario Society of Occupational Therapists (OSOT)

(139-G032C)

Janvier 2006

Lignes directrices préapprouvées pour les blessures associées à une entorse cervicale de stade II avec ou sans douleur dorsale

Lignes directrices du surintendant No. 02/06

1. Introduction

Les présentes lignes directrices sont émises conformément à l'article 268.3 de la *Loi sur l'assurance* et aux fins de l'*Annexe sur les indemnités d'accidents légales* (AIAL).

Ces lignes directrices entrent en vigueur et s'appliqueront à tout Formulaire de confirmation du traitement remis à compter du 1^{er} mars 2003 par le professionnel de la santé chargé du dossier; elles remplacent les *Lignes directrices préapprouvées pour les blessures associées à une entorse cervicale de stade II avec ou sans douleur dorsale, Lignes directrices du surintendant No. 07/03*, juillet 2003. Des modifications ont été apportées aux lignes directrices pour tenir compte de l'élimination du système des Centres d'évaluation désignés à compter du 1^{er} mars 2006.

Ces lignes directrices visent à établir les catégories de soins et de traitements qui peuvent être fournies, sans obtenir au préalable la permission de l'assureur, à une personne assurée ayant subi une entorse cervicale de stade I décrite ci-dessous, avec ou sans douleur dorsale, ainsi que les frais remboursés pour ces services par l'assureur.

Ces lignes directrices reflètent le consensus entre les professionnels de la santé réglementés et les assureurs et, au fil du temps, elles feront l'objet d'un examen et de modifications, si nécessaire.

2. Types d'invalidité compris dans les présentes lignes directrices

Sous réserve des exceptions décrites à la Section 3 des présentes, les présentes lignes directrices s'appliquent à l'invalidité d'une personne assurée si, après avoir été évaluée dans les 28 jours suivant un accident, la personne assurée est déclarée victime d'une blessure qui :

- (a) est le résultat d'un mécanisme de transfert d'énergie au cou, par accélération-décélération et qui se manifeste comme une douleur au cou, une raideur, une sensibilité ou des signes musculosquelettiques, y compris une diminution de la motricité et d'une sensibilité localisée, ce qui par conséquent répond aux critères de « troubles associés à l'entorse cervicale de stade II » (également nommés « TAEC II »), tel que décrit par le Groupe de travail sur les troubles associés à l'entorse cervicale de la Société de l'assurance automobile du Québec dans un rapport intitulé *Redéfinir le « Whiplash » et sa prise en charge*, publié en supplément dans l'édition du 15 avril 1995 de la revue *Spine*;
- (b) peut inclure une plainte de mal de dos non radicaire associé à une entorse cervicale de stade II;
- (c) est suffisamment grave pour requérir l'intervention de traitements en conformité avec les lignes directrices.

La personne assurée qui a subi des blessures couvertes par les présentes lignes directrices peut également manifester d'autres symptômes fréquents, notamment les suivants : des douleurs aux épaules, une douleur au bras nécessitant l'intervention d'un spécialiste (non reliée à la radiculopathie), des étourdissements, de l'acouphène, des maux de tête, des problèmes d'ouïe et de mémoire, de la dysphagie et une douleur à l'articulation temporomandibulaire. Ces symptômes additionnels n'excluraient pas l'invalidité de l'application de ces lignes directrices à moins qu'ils n'exigent des traitements différents de ceux prévus aux présentes lignes directrices.

3. Types d'invalidité non compris dans les présentes lignes directrices

Les présentes lignes directrices ne s'appliquent pas à l'invalidité d'une personne assurée si :

- (a) l'invalidité de la personne assurée est couverte par les lignes directrices régissant l'entorse cervicale de stade I;
- (b) ou, même si elle a été examinée dans un délai de 28 jours suivant la blessure décrites à la Section 2, il existe des conditions préexistantes précises associées à la nature professionnelle, fonctionnelle ou médicale de la personne assurée ayant comme conséquence :
 - i. d'établir de façon marquée les besoins de cette personne par rapport aux soins requis par les autres personnes assurées en vertu des mêmes lignes directrices;
 - ii. et de constituer des raisons incontournables justifiant le recours à d'autres soins et traitements plutôt qu'à ceux prévus dans les présentes lignes directrices.

4. Responsabilités du professionnel de la santé chargé du dossier

Le professionnel de la santé responsable du dossier :

- (a) est un professionnel de la santé tel que défini à l'Annexe sur les indemnités d'accidents légales, que la loi autorise à traiter un blessé et qui dispose de l'autorité nécessaire pour fournir tous les soins et traitements prévus aux règlements;
- (b) amorce le traitement en soumettant le Formulaire de confirmation du traitement;
- (c) fournit une part importante des soins et traitements;
- (d) peut superviser directement ou coordonner la prestation de tout bien ou service couvert par les lignes directrices et fournit à la personne assurée par un autre professionnel de la santé réglementé, ou de superviser directement la prestation de tout bien ou service à la personne assurée par un fournisseur non réglementé dans la mesure où il les juge nécessaires pour le bien de la personne et qu'ils sont dispensés en conformité avec les lignes directrices;
- (e) devrait être responsable dans l'ensemble de :
 - i. l'évaluation des besoins en soins et traitements et leur mise en oeuvre de telle sorte que les éléments de traitement des lignes directrices y répondent, comme il se doit, et de manière appropriée;
 - ii. veiller à avoir recours aux services du ou des fournisseurs de services les plus compétents;
 - iii. maintenir le dossier à jour, communiquer et facturer les fournisseurs, en conformité avec les lignes directrices;
 - iv. faire rapport des résultats à la personne assurée et à l'assureur quand le traitement est inadéquat ou qu'il est interrompu;
 - v. participer à la supervision de l'efficacité en remplissant complètement les formulaires requis par les lignes directrices;
- (f) et détermine la présence d'entraves qui peuvent retarder le rétablissement.

5. Fournisseurs couverts par les lignes directrices

Le professionnel de la santé responsable du dossier prévoit dans le Formulaire de confirmation des traitements des soins fournis par d'autres fournisseurs de service. Les présentes lignes directrices couvrent les traitements dispensés par le professionnel de la santé et d'autres fournisseurs, y compris des fournisseurs non réglementés dans la mesure où les traitements sont directement supervisés par un professionnel de la santé réglementé et ne constituent pas en soi *un acte médical aux termes de la Loi de 1991 sur les professions de la santé réglementée*.

6. Changement de professionnel de la santé responsable du dossier

Si, pour une raison ou pour une autre, une personne assurée recevant des traitements désire changer de professionnel de la santé responsable du dossier, la personne assurée et le remplaçant du professionnel initial devront en informer l'assureur en lui faisant parvenir un nouveau Formulaire de confirmation du traitement. Dans ce document, la personne assurée devra donner son consentement à l'assureur pour qu'il contacte le professionnel initial pour vérifier les soins et les traitements prévus au Formulaire de confirmation de traitement original qui n'ont pas été dispensés, puis l'assureur inscrira les montants à la partie 9 du nouveau formulaire.

7. Traitements et évaluations couverts par les lignes directrices

Normalement, le professionnel de la santé responsable au départ d'un dossier préparera un Formulaire de confirmation du traitement.

Le traitement commence avec la première évaluation de la personne assurée par le professionnel de la santé responsable du dossier.

Si le traitement est engagé dans les sept premiers jours suivant un accident, sa durée sera de sept semaines. S'il est engagé entre 8 et 28 jours suivant l'accident, sa durée sera fixée à 6 semaines.

Dans la première semaine de traitement, aux termes des lignes directrices, l'accent sera mis sur l'évaluation, l'éducation, le réconfort, la gestion de la douleur et pourrait comprendre un rendez-vous avec un médecin pour obtention d'une ordonnance.

La série de traitement peut comprendre les éléments suivants : réconfort, gestion de la douleur, mobilisation/manipulation, éducation et activation (activités quotidiennes normales et exercice physique).

Les professionnels de la santé responsables du dossier distribueront à toutes les personnes assurées couvertes par les lignes directrices un dépliant d'information intitulé *L'entorse cervicale : les faits*, préparé par des professionnels de la santé réglementés et des intervenants du milieu des assurances. Ce matériel est fourni à l'Annexe E.

Il est essentiel de faire passer un message positif et on s'attend donc à ce que tout au long de son traitement, de la première à la dernière rencontre, la personne assurée reçoive :

- un programme d'éducation indiquant qu'« avoir mal ne veut pas dire être blessé »;
- et l'assurance que la plupart des personnes souffrant d'une entorse cervicale de stade II et des maux de dos connexes récupèrent dans les premières semaines suivant la blessure.

L'accent sera mis sur la responsabilisation des personnes assurées, qui doivent prendre en main leur propre rétablissement et le retour aux activités normales. La fréquence des soins et traitements diminuera au fur et à mesure que la personne assurée fait des progrès.

Si des médicaments doivent être prescrits, il faut référer la personne assurée à un médecin ou à une infirmière praticienne. Les professionnels de la santé réglementés peuvent fournir de l'information générale sur l'utilisation de médicaments en vente libre mais il faut encourager la personne assurée à consulter un médecin, une infirmière praticienne ou un pharmacien relativement à la consommation des ces médicaments.

Ce ne sont pas toutes les personnes souffrant d'une entorse cervicale de stade II qui devront suivre une partie ou la totalité des soins et traitements prévus aux lignes directrices. Le fournisseur doit déterminer la nécessité d'intervention et voir si les soins et traitements prescrits permettent d'enregistrer des progrès importants vers le rétablissement et dans quelle mesure ils doivent se poursuivre aux termes des lignes directrices. Si la personne assurée a récupéré avant la fin des traitements prévus, on devrait y mettre un terme sans autre forme de procès.

8. Soins et traitements auxiliaires (TAEC s. 37.2)

Dans la mesure où l'assureur a donné son approbation préalable, le professionnel de la santé responsable du dossier, le médecin de famille ou l'assureur peuvent proposer certains soins et traitements auxiliaires que peut dispenser un professionnel de la santé réglementé pendant que la personne assurée continue d'être couverte par les lignes directrices. Il faut remplir un formulaire de confirmation de traitement séparé pour obtenir l'approbation de l'assureur.

Une fois la demande de certains soins et traitements auxiliaires reçue, l'assureur a cinq jours ouvrables pour :

- aviser la personne assurée et le professionnel de la santé s'il va rembourser entièrement ou en partie les soins et traitements auxiliaires, ou
- aviser la personne assurée qu'il demande qu'un examen soit effectué par un professionnel de la santé, un travailleur social ou un expert en réadaptation professionnelle pour l'aider à décider s'il va payer pour les soins et traitements auxiliaires. Cet examen est une étude de dossier et la personne assurée n'est pas obligée de s'y présenter.

Si l'assureur ne répond pas dans les délais impartis, il sera tenu de payer pour les soins et traitements auxiliaires fournis aux termes du formulaire de confirmation de traitement.

Pour les besoins des présentes lignes directrices, les soins et traitements auxiliaires requis comprennent les activités d'intervention de la vie courante (ANLI) dans le but d'identifier et d'évaluer les secteurs de difficulté fonctionnelle ou les entraves au rétablissement en raison d'une entorse cervicale de stade II ou de maux de dos et mettre en place des stratégies pour le rétablissement. Une « ANLI » est une évaluation permettant de déterminer l'admissibilité à l'entretien ménager, aux services auxiliaires ou aux indemnités hebdomadaires.

La personne assurée doit être présente lors de l'ANLI (sauf pour la rédaction du rapport).

Il ne prendra pas plus de quatre heures au professionnel pour faire passer le test d'ANLI, incluant le temps de préparation du rapport (mais excluant les déplacements et le kilométrage).

Le professionnel de la santé réglementé doit faire rapport au professionnel de la santé responsable du dossier (si ce n'est pas la même personne), à l'assureur, à la personne assurée, au médecin de famille et se prononcer sur les conclusions de l'évaluation, le traitement fourni et faire des recommandations.

Si, après avoir complété le formulaire ANLI, le professionnel de la santé réglementé décide que des soins et traitements additionnels sont nécessaires, il devra compléter le plan de traitement et présenter une demande à l'assureur.

9. Soins et traitements additionnels

Sans l'approbation préalable de l'assureur, le professionnel de la santé responsable du dossier peut fournir des soins et des services additionnels, au besoin, pour le traitement de blessures d'un ou de plusieurs tissus mous qui :

- sont les résultats du même accident que l'entorse cervicale de stade II et requièrent le même traitement;
- ne sont pas reliées à une entorse cervicale de stade II avec ou sans mal de dos et symptômes connexes;
- ne sont pas suffisamment graves pour exclure l'invalidité de la personne assurée du traitement prévu aux lignes directrices;
- peuvent être complètement traités par le fournisseur selon l'échéancier des lignes directrices.

L'invalidité traitée de même que les soins et les traitements doivent être précisés par le professionnel de la santé responsable du dossier sur le Formulaire de confirmation des traitements et le maximum des frais exigibles par l'assureur pour la prestation de ces soins et services fournis aux termes de cette section est de 160 \$.

10. Traitement jugé insuffisant ou inadéquat

Si le professionnel de la santé responsable du dossier détermine qu'aux termes des lignes directrices, les traitements ne sont plus appropriés ou insuffisants parce qu'ils ne lui permettent pas de se rétablir, il peut donner son avis à l'assureur et à la personne assurée (en utilisant le formulaire de rapport de congé et rapport de situation des entorses cervicales de stade I et II). Voici les possibilités qui sont offertes au professionnel de la santé responsable du dossier :

- (a) présenter un Plan de traitement;
- (b) ou présenter un Plan de traitement et procéder à un renvoi du cas au médecin de famille de la personne assurée ou à tout autre professionnel de la santé réglementé;
- (c) ou, avec l'approbation de l'assureur, prolonger le traitement prévu aux lignes directrices pour un maximum de quatre visites en deux semaines après la prévue de la durée prévue du traitement et à un coût déterminé par l'assureur et le professionnel de la santé responsable du dossier;
- (d) ou procéder à un renvoi du cas au médecin de famille de la personne assurée ou à tout autre professionnel de la santé réglementé.

Pendant qu'on réfléchit à la décision ou au traitement à prendre, le professionnel de la santé responsable du dossier peut :

- (e) interrompre le traitement s'il est jugé inadéquat (ou devenu inutile);
- (f) ou poursuivre le traitement jusqu'à ce que le professionnel de la santé responsable du dossier prenne une décision sur les dispositions à prendre.

L'Annexe stipule qu'un assureur a le droit de rejeter un Plan de traitement prévoyant des soins et traitements à être dispensés en même temps que la personne assurée reçoit des soins et traitements aux termes des lignes directrices et que cette décision de l'assureur n'est pas sujette à contestation.

Cependant, l'Annexe prévoit également que rien n'interdit à la personne assurée, tout en recevant des soins et traitements aux termes des lignes directrices, de présenter un Plan de traitement applicable à la période autre que celle prévue aux lignes directrices. Si l'assureur n'approuve pas le Plan de traitement dans le délai prescrit à l'Annexe, il devra aviser la personne assurée qu'il exige un examen.

11. Achèvement du traitement aux termes des lignes directrices

Une fois le traitement complété, le professionnel de la santé responsable du dossier préparera un rapport final expliquant le résultat des traitements pour la personne assurée.

Si une personne assurée choisit de mettre un terme aux traitements prévus, elle pourra seulement les reprendre à une date ultérieure dans la mesure où leur durée globale et le total de leurs frais ne dépassent pas les normes établies dans les lignes directrices.

Quand une personne assurée reçoit un traitement aux termes des lignes directrices, les options pour y mettre un terme sont les suivantes :

- i. Fermer le dossier et donner son congé à la personne assurée dans un délai de six semaines (le formulaire de fermeture de dossier et de bilan de la situation pour un TAEC de stade I et

II complété par le professionnel de la santé responsable du dossier);

- ii. L'état de l'assuré s'améliore mais pas suffisamment à la fin du traitement (des traitements additionnels ou d'autres traitements non prévus aux lignes directrices dépendent de l'application du plan de traitement et du processus d'application de l'Annexe d'indemnités d'accidents légaux);
- iii. Cas non résolu (d'écision le plus tôt possible) et le professionnel de la santé responsable du dossier complète le formulaire de fermeture du dossier et de bilan de la situation pour un TAEC de stade I et II et donne son congé à la personne assurée;
- iv. La personne assurée a failli de manière déraisonnable à participer au traitement. On considère une personne non raisonnable quand elle ne se présente pas à au moins deux rendez-vous médicaux consécutifs ou quatre rendez-vous pour l'ensemble de ceux prévus au traitement, sans explication crédible. Le fournisseur est requis de compléter le Formulaire Donner congé à la personne assurée et présenter un bilan de situation pour un TAEC de stade I et II;
- v. La personne assurée retire son consentement.

12. Exigence en matière de rapport des professionnels de la santé responsables du dossier

Un professionnel de la santé responsable d'un dossier qui fournit un service à une personne assurée recevant des traitements en conformité avec les lignes directrices et qui visent au retour aux activités normales aux premières étapes et à une réduction du risque de chronicité. Pendant le traitement, il est tenu d'utiliser les mesures et les indicateurs adéquats pour évaluer les progrès vers l'atteinte de ces objectifs.

Aux fins du dossier de la progression des traitements en regard de l'application des lignes directrices à une personne assurée victime d'une invalidité admissible aux lignes directrices et pour contribuer à l'évaluation globale des directives, le professionnel de la santé doit remplir le formulaire, fermer le dossier, donner son congé à l'assuré et faire un bilan de la situation pour un TAEC de stade I et II.

13. Remboursement du fournisseur

Un professionnel de la santé responsable du dossier qui fournit un traitement ou un soin à une personne assurée en conformité avec les lignes directrices doit soumettre un Formulaire de confirmation de traitement au plus tard dans les cinq jours ouvrables après avoir rencontré la personne assurée. L'Annexe prévoit que l'assureur doit confirmer le plus tôt possible ou, au plus tard dans les cinq jours ouvrables après avoir reçu le Formulaire de confirmation de traitement, au professionnel de la santé responsable du dossier que la police d'assurance mentionnée dans le Formulaire de confirmation de traitement était en vigueur à la date de l'accident.

L'assureur peut refuser de payer le professionnel de la santé en raison de question de couverture et d'exclusions à l'Annexe sur les indemnités d'accidents légaux.

Le paiement au professionnel de la santé suivra la réception du Formulaire de confirmation de traitement, une demande d'indemnité d'accident et une facture d'assurance automobile standard, version C. L'assureur n'est pas tenu de verser un paiement tant qu'il n'a reçu une demande d'indemnisation d'accident.

Dans le cas d'une facture finale, l'assureur versera un paiement après la réception du Formulaire Donner congé à la personne assurée et présenter un bilan de situation pour un TAEC de stade I et II et de la facture d'assurance automobile standard, version C.

Quand on fournit à une personne assurée et protégée par les présentes directives un service de radiographie dispensé par un chiropraticien agissant à titre de professionnel de la santé

responsable du dossier, le service est payable sans l'approbation préalable de l'assureur et est assujéti à l'échéancier de remboursement décrit à l'Annexe D des lignes directrices.

14. Contenu des Annexes

L'Annexe A présente le barème de remboursement sous forme de tableau.

L'Annexe B donne un aperçu de l'ensemble des traitements que recevra la personne assurée dont l'invalidité est couverte par les lignes directrices. Les fournisseurs fourniront une version personnalisée de ces traitements découlant de ces directives pour les besoins de chaque personne assurée.

L'Annexe C établit quels seront les soins et les traitements que les assureurs seront tenus de financer en vertu des présentes lignes directrices pour toute personne assurée dont l'invalidité est couverte par les lignes directrices.

L'Annexe D présente l'échéancier de paiement pour les radiographies aux termes des lignes directrices pour toute personne assurée dont l'invalidité est couverte par les lignes directrices. Tout autre traitement de radiographie est sujet à l'approbation de l'assureur.

L'Annexe E comprend le dépliant d'information intitulé *L'entorse cervicale : les faits*.

Annexe A - Barème de remboursement TAEC de stade II

Les fournisseurs de services de santé devraient recevoir les remboursements suivants pour le traitement des personnes assurées dont l'invalidité est couverte par les lignes directrices. Les honoraires sont payables quand la personne assurée a reçu tout traitement dans la semaine, même lorsque le traitement a été interrompu.

1 re semaine	240 \$
2 e et 3e semaines	432 \$
Congé à la fin de la 3e semaine et contrôle	160 \$
Semaines 4, 5 et 6	408 \$
Évaluation finale et production de rapport	80 \$
Soins et traitements additionnels	160 \$
Droits de transfert/professionnel de la santé responsable du dossier	48 \$

Annexe B - Ensemble de traitements pour entorse cervicale de stade II

Semaines 1 à 3	Soins et traitements
<u>Visite initiale / 1e semaine :</u>	<ul style="list-style-type: none"> Visite initiale et jusqu'à trois séances. Effectuer évaluation, y compris les antécédents familiaux, l'examen physique et les radiographies (sous réserve de l'Annexe D des lignes directrices) pour déterminer l'inclusion des critères dans les lignes directrices, le lien des plaintes avec l'accident, la nécessité des soins et traitement recommandés, s'il y a lieu, et l'identification de toute entrave potentielle pour le rétablissement. Remplir le Formulaire de confirmation du traitement.

	<ul style="list-style-type: none"> Remettre la brochure intitulée « L'entorse verticale : les faits ». Gérer la douleur, au besoin (cette étape peut comprendre la consultation d'un médecin pour obtenir des médicaments d'ordonnance). Prévoir des exercices légers à la maison afin d'améliorer l'amplitude articulaire. Amorcer la manipulation et la mobilisation, s'il y a lieu, afin d'améliorer les fonctions. Faire le pronostic et évaluer si une ANLI est nécessaire.
<u>Visites dans les 2e et 3e semaines :</u>	<ul style="list-style-type: none"> Fournir 2 à 4 séances de traitements/surveillance par semaine prévues pour cette période Fournir des avis et du réconfort pour encourager le retour aux activités habituelles
<u>Remarques pour les fournisseurs de service à la fin de la 3e semaine</u> Si l'entorse cervicale est en voie de guérison mais que d'autres soins et traitements sont nécessaires :	<ul style="list-style-type: none"> Fournir des conseils et du réconfort pour encourager le retour aux activités normales aussitôt que possible Gérer la douleur, au besoin Prescrire des exercices légers à la maison et, au besoin, des exercices légers supervisés Utiliser la manipulation et la mobilisation et les thérapies physiques, s'il y a lieu, dans le cadre d'une stratégie qui fait la promotion de l'activité physique et du retour à la mobilité
<u>Remarques pour les fournisseurs à la fin de la 3e semaine</u> Si l'entorse cervicale de stade II ne s'améliore pas :	<ul style="list-style-type: none"> Réévaluer Évaluer si une ANLI est nécessaire
<u>Remarques pour les fournisseurs à la fin de la 3e semaine</u> Si on prévoit que l'entorse cervicale de stade II guérira sans autre intervention	<ul style="list-style-type: none"> Obtenir l'interruption des traitements, fournir des conseils et du réconfort Surveiller
Si le congé est donné au cours de la 2e ou 3e semaine ou à la fin de la 3e semaine :	<ul style="list-style-type: none"> Obtenir l'interruption des traitements, fournir des conseils et du réconfort et compléter le formulaire Rapport de congé et rapport de situation des entorses cervicales de stade I et II Surveiller la personne assurée
4e, 5e et 6e semaines	<ul style="list-style-type: none"> À 21 jours ou autour de cette période, évaluer le progrès et le plan pour les 21 prochains jours De 1 à 3 traitements prévus par semaine dans ce groupe

4e, 5e et 6e semaines	Soins et traitements
<p><u>Remarques pour les fournisseurs de services entre la 4e et la 6e semaine</u></p> <p>Si on prévoit que l'entorse cervicale de stade II guérira sans autre intervention :</p>	<ul style="list-style-type: none"> Donner son sans autre traitement et fournir et réconfort Surveiller
<p><u>Remarques pour les fournisseurs de services des 4e à la 6e semaine :</u></p> <p>Si on prévoit que l'entorse cervicale de stade II guérira d'ici la fin des traitements aux termes des lignes directrices :</p>	<ul style="list-style-type: none"> Fournir conseils et réconfort pour encourager le retour à des activités habituelles Gérer la douleur au besoin Prescrire des exercices légers à la maison et, au besoin, des exercices légers supervisés Utiliser la manipulation et la mobilisation et les thérapies physiques, s'il y a lieu, dans le cadre d'une stratégie qui fait la promotion de l'activité physique et du retour à la mobilité
<p>Si on prévoit que l'entorse cervicale de stade II guérira mais que le traitement ne sera pas terminé aux termes des lignes directrices :</p>	<ul style="list-style-type: none"> Informar l'assureur, y compris de la présence de toute entrave au rétablissement Fournir des conseils et du réconfort pour encourager le retour aux activités normales Gérer la douleur au besoin Prescrire des exercices légers à la maison Envisager une manipulation et une mobilisation plus intensives et des thérapies physiques dans le cadre d'une stratégie qui fait la promotion de l'activité physique et du retour à la mobilité Évaluer si une ANLI est nécessaire Envisager de l'exercice supervisé et un programme de conditionnement Envisager de demander à l'assureur une prolongation du traitement prévu pour un maximum de quatre visites en deux semaines ou, si un traitement supplémentaire est nécessaire, soumettre un Plan de traitement à l'assureur
<p>Si l'entorse cervicale n'est pas guérie ou ne s'améliore pas</p>	<ul style="list-style-type: none"> Informar l'assureur et le professionnel de la santé responsable du dossier de la personne assurée Procéder à une réévaluation Présenter un Plan de traitement ou référer la personne assurée à un professionnel de la santé réglementé
<p>6e et dernière semaine</p>	<ul style="list-style-type: none"> Évaluation finale et rapport à l'assureur et à la personne assurée

Annexe C - Soins et traitements non couverts pas les lignes directrices

Aux termes des présentes lignes directrices, un assureur n'est pas tenu de payer les soins ou les traitements suivants administrés à une personne assurée dont l'invalidité est comprise dans les présentes lignes directrices :

- Utiliser des oreillers cervicaux;
- Conseiller l'inactivité ou le repos au lit;
- Injecter un anesthésique, de l'eau stérile ou des stéroïdes pour le cou;
- Porter un collier souple pour plus de 2 jours;
- Effectuer des pulvérisations locales et des étirements;
- Porter un collier magnétique.

Note: Les modalités passives auxiliaires (neurostimulation transcutanée, ultrasons, massages, applications chaudes ou froides, brèves siestes) sont incluses dans le financement lorsqu'elles font partie de la stratégie de promotion de l'activation et du retour à la mobilité.

Annexe D - Barème de remboursement des radiographies

Les services de radiographie pour les personnes assurées dont l'invalidité est couverte par les lignes directrices sont remboursables dans les circonstances suivantes :

- Les services de radiographie énumérés dans la liste ci-dessous ne nécessitent aucune approbation de la part de l'assureur mais les honoraires ne doivent pas excéder ceux inscrits au tableau ci-dessous. Tout autre service de radiographie nécessite l'approbation de l'assureur et du Groupe de règlement des différends.
- Aucune autre radiographie comparable n'a été prise par un autre professionnel de la santé ou dans une autre institution depuis l'accident.
- Tout financement disponible au RASO ou chez une compagnie auxiliaire est utilisée avant de facturer l'assureur automobile.
- La personne assurée affiche une ou plusieurs des caractéristiques suivantes :
 - Le patient soupçonne une blessure aux os;
 - Le patient soupçonne des changements dégénératifs, une instabilité ou d'autres conditions suffisamment graves pour qu'il soit nécessaire d'écarter les contre-indications possibles pour une ou plusieurs interventions;
 - Le patient soupçonne une polyarthrite rhumatoïde;
 - Le patient soupçonne une ostéoporose; ou
 - Antécédents de cancer.

Description	CCI		Honoraires maximum (\$)
	Code	Attribut	
Colonne Cervicale Spine			
2 ou moins	3.SC.10	CXA	35,20 \$
3 ou 4	3.SC.10	CXB	42,00 \$
5 ou 6	3.SC.10	CXC	48,00 \$
plus de 6	3.SC.10	CXD	56,64 \$
Colonne Thoracique Spine			
2 ou moins	3.SC.10	THA	32,85 \$
3 ou 4	3.SC.10	THB	43,23 \$
Colonne lombaire et ceinture lombaire			
2 ou moins	3,SC,10	LBA ou LSA	35,20 \$

3 ou 4	3,SC,10	LBB ou LSA LBB ou L	42,00 \$
5 ou 6	3,SC,10	LBC ou LSC	48,00 \$
Plus de 6	3,SC,10	LBD ou LSD	55,86 \$

Annexe E - L'entorse cervicale : les faits

L'entorse cervicale : les faits - stade I et II

Les personnes blessées lors d'accidents automobiles connaissent parfois une tension aux muscles du cou et aux tissus mous environnants, désignée communément comme une entorse cervicale. Cette blessure est fréquente lorsqu'un véhicule est percuté à l'arrière ou de côté, ce qui crée un mouvement brusque et important de la tête et du cou. L'entorse cervicale peut provoquer une sensibilité des muscles (stade I) ou une limitation des mouvements du cou (stade II). Ce type de blessure est généralement temporaire et la plupart des gens qui en souffrent connaissent un rétablissement complet. Si vous avez souffert d'une entorse cervicale, le fait d'en savoir plus sur cet état peut vous aider à vous impliquer dans votre propre rétablissement. Ce dépliant résume le fruit des recherches scientifiques actuelles sur les entorses cervicales de stade I et II.

Pour comprendre l'entorse cervicale

- La plupart des entorses cervicales ne sont pas des blessures graves et guérissent complètement.
- Les signes d'une blessure cervicale grave, comme une fracture, sont généralement évidents lors des premières évaluations. Les professionnels de la santé qui ont été formés pour traiter les entorses cervicales sont attentifs à ces signes.
- La douleur, la raideur et d'autres symptômes d'entorse cervicale de stade I ou II apparaissent en général en 2 jours suivant le moment de l'accident. Une apparition plus tardive des symptômes n'est pas un signe de blessure plus grave.
- De nombreuses personnes souffrant d'entorse cervicale continuent leurs activités habituelles sans connaître de dérangement. Les personnes qui subissent de tels dérangements connaissent généralement une amélioration après quelques jours ou quelques semaines et reviennent sans danger à leurs activités quotidiennes.
- Tout comme la douleur et la raideur d'une entorse à la cheville peuvent persister, une entorse cervicale peut aussi laisser une douleur, une raideur ou une sensibilité pendant plusieurs jours ou plusieurs semaines. Bien que certains patients connaissent une guérison rapide, les symptômes peuvent persister pendant une longue période de temps. Dans la plupart des cas d'entorse cervicale de stade I et II, ces symptômes diminuent graduellement avec le retour à l'activité normale.

L'entorse cervicale et les activités quotidiennes

- Le fait de poursuivre une activité normale est très important pour le rétablissement.
- Un repos prolongé pendant plus d'un jour ou deux ne contribue généralement pas à la guérison et peut même prolonger la douleur et l'invalidité. Pour les entorses cervicales, il semblerait que « le repos fait rouiller ».
- Les muscles blessés peuvent devenir raides et faibles lorsqu'ils ne sont pas utilisés. Ceci peut augmenter la douleur et retarder le rétablissement.
- Un retour aux activités habituelles peut être facilité par un traitement actif et des exercices.
- Les collets cervicaux ou « supports cervicaux » empêchent le mouvement et peuvent augmenter la raideur et la douleur. Ces appareils ne sont généralement pas recommandés puisqu'ils n'ont fait preuve que de peu ou pas d'efficacité.
- Le retour à l'activité conserve la santé des tissus mous et maintient leur flexibilité, ce qui accélère le rétablissement. L'exercice

physique libère également des agents chimiques du corps qui aident à réduire la douleur d'une façon naturelle.

- Afin de prévenir le développement de douleurs chroniques, il est important de commencer à bouger dès que possible.

Conseils pour le retour à l'activité

- Évitez de demeurer en position assise pendant des périodes prolongées sans changer de position.
- Levez-vous et étirez-vous périodiquement.
- À votre poste de travail, asseyez-vous de manière à ce que la partie supérieure de vos bras soit près de votre corps et votre dos et vos pieds soient bien soutenus.
- Ajustez le siège de votre voiture lorsque vous conduisez, de manière à ce que vos genoux et vos coudes soient légèrement pliés.
- Lorsque vous faites des emplettes ou lorsque vous transportez des objets, utilisez un chariot ou tenez les objets près de votre corps pour un meilleur soutien.
- Lors des quelques premières semaines, évitez les sports de contact ou les exercices vigoureux afin d'éviter de vous blesser à nouveau. Demandez à votre professionnel de la santé de vous conseiller d'autres activités sportives ou récréatives.
- Assurez-vous que le lit où vous dormez est confortable. L'oreiller doit être ajusté de manière à soutenir le cou à une hauteur confortable.

Traitement des entorses cervicales

- Les études indiquent qu'un traitement efficace des entorses cervicales nécessite la coopération du patient et des efforts actifs de retour aux activités quotidiennes.
- Un professionnel de la santé en charge de votre traitement évaluera votre blessure et discutera avec vous des possibilités de traitement et de gestion de la douleur.
- Bien qu'en général aucun médicament sous ordonnance n'est nécessaire, l'usage provisoire de médicaments légers disponibles en vente libre peut vous être suggéré en plus d'un traitement à la glace ou à la chaleur.
- Le professionnel de la santé en charge de votre traitement peut recommander un traitement de physiothérapie approprié.

Pour éviter les douleurs chroniques

- Certaines personnes atteintes d'une entorse cervicale hésitent à reprendre leurs activités, craignant que l'état de la blessure n'empire. La douleur ou la sensibilité peut les pousser à surestimer l'importance des dommages physiques.
- Si votre professionnel de la santé conseille un retour à l'activité, acceptez ce conseil et mettez-le en application.
- Demeurez en contact avec votre famille, vos amis et vos collègues. Le retrait social peut contribuer à la dépression et au développement de douleurs chroniques.
- Si la quête de votre rétablissement vous décourage ou vous déprime, parlez-en à votre professionnel de la santé.
- Concentrez-vous sur la poursuite de votre vie plutôt que sur votre blessure!

Pour prévenir une nouvelle blessure

- Un bon ajustement de la hauteur de l'appui-tête de votre siège de voiture aidera à prévenir les blessures associées au coup de fouet cervical survenant lors d'un accident. Pour un ajustement optimal, le sommet de la tête doit être aligné avec le haut de l'appui-tête et il ne doit pas y avoir plus de 2 à 5 cm de distance entre l'arrière de la tête et l'appui-tête.

Ce dépliant fournit des renseignements généraux sur les entorses cervicales. Ce dépliant ne remplace pas les conseils qualifiés d'un professionnel de la santé qui peut évaluer correctement les blessures associées au coup de fouet cervical et recommander un traitement.

Ces renseignements résument les dernières recherches scientifiques disponibles sur l'entorse cervicale et ont été entérinés par les groupes suivants :

Bureau d'assurance du Canada (BAC)
 Association chiropratique de l'Ontario (OCA)
 Ontario Massage Therapist Association (OMTA)
 Ontario Physiotherapy Association (OPA)
 Ontario Society of Occupational Therapists (OSOT)

(139-G032D)

January 2006

Transportation Expense Guideline

Superintendent's Guideline No. 03/06

This Guideline is issued pursuant to section 268.3 of the *Insurance Act* for the purpose of subsections 14 (5), 15 (11) and 24 (3) of the *Statutory Accident Benefits Schedule - Accidents on or After November 1, 1996* (SABS). This Guideline replaces Guideline No. 4/04 and is effective January 21, 2006.

Purpose

The purpose of the *Transportation Expense Guideline* is to provide a framework for insurers and insured persons to determine the circumstances under which expenses related to transportation of an insured person to and from treatment sessions, counselling sessions, training sessions, assessments and examinations must be paid by an insurer. The Guideline sets out authorized expenses and applicable rates for the purpose of subsections 14 (5), 15 (11) and 24 (3) of the SABS.

In light of amendments made to subsections 14 (6), 15 (12) and 24 (4) of the SABS by O. Reg. 458/03 as filed on December 24, 2003, the amounts payable under the SABS for transportation expenses depend in part on whether the accident occurred before or after April 15, 2004. For this reason, the Guideline is divided into two sections:

- (a) *Accidents occurring before April 15, 2004*; and
- (b) *Accidents occurring on or after April 15, 2004*.

Please ensure that you refer to the appropriate section of this Guideline, based on the date of the accident in question.

(a) Accidents occurring before April 15, 2004

Authorized Expenses

The insurer is liable to pay for all reasonable and necessary transportation expenses for each trip that the insured person makes to and from treatment sessions, counselling sessions, training sessions, assessments and examinations. The insurer is also liable to pay for all reasonable and necessary transportation expenses of the insured person's aide or attendant. Transportation expenses are calculated based on the most direct route. Transportation expenses include parking fees incurred.

The mode of transportation selected should be the most economical, practical for the distance to be travelled, and appropriate under the specific circumstances.

Use of Automobiles

The insurer is liable to pay a mileage expense for transportation of the insured person and their aide or attendant, to and from treatment sessions, counselling sessions, training sessions, assessments and examinations using the insured person's automobile, excluding the first 50 kilometres of each round-trip. The 50 kilometre "deductible" is only applicable once in any round-trip. This applies also to minors who are driven to treatment sessions, counselling sessions, training sessions, examinations or assessments.

For the purpose of this Guideline, the "insured person's automobile" includes any automobile owned or leased by the insured person or any other automobile to which the insured person has access.

The rate that is to be used to calculate transportation expenses for the use of the insured person's automobile is 34¢ per kilometre travelled.

Use of Taxis

The insurer is liable to pay for reasonable and necessary taxi fare incurred by an insured person and their aide or attendant provided that,

- the insured person does not own or have access to an automobile; or
- the insured person is unable to operate an automobile; or
- it is reasonable and practical in the circumstances to take a taxi.

Other Modes of Transportation

Insurers are liable to pay for reasonable and necessary expenses for other modes of transportation where circumstances warrant. An insured person should discuss the matter with his/her insurer before incurring expenses for air, rail and bus transportation services.

(b) Accidents occurring on or after April 15, 2004

Authorized Expenses

Subject to the 50 kilometre "deductible" referred to below, the insurer is liable to pay for all reasonable and necessary transportation expenses for each trip that the insured person makes to and from treatment sessions, counselling sessions, training sessions, assessments or examinations. The insurer is also liable to pay for all reasonable and necessary transportation expenses of the insured person's aide or attendant. Transportation expenses are calculated based on the most direct route. Transportation expenses include parking fees incurred.

The mode of transportation selected should be the most economical, practical for the distance to be travelled, and appropriate under the specific circumstances.

Use of Automobiles

For the purpose of this Guideline, the "insured person's automobile" includes any automobile owned or leased by the insured person or any other automobile to which the insured person has access.

Subject to the 50 kilometre "deductible" referred to below, the rate that is to be used to calculate transportation expenses for the use of the insured person's automobile is 34¢ per kilometre travelled.

Use of Taxis

Subject to the 50 kilometre "deductible" referred to below, the insurer is liable to pay for reasonable and necessary taxi fare incurred by an insured person and their aide or attendant provided that,

- the insured person does not own or have access to an automobile; or
- the insured person is unable to operate an automobile; or
- it is reasonable and practical in the circumstances to take a taxi.

This provision also applies to all transportation expenses of the insured person's aide or attendant.

Other Modes of Transportation

Subject to the 50 kilometre "deductible" referred to below, the insurer is liable to pay for reasonable and necessary expenses for other modes of transportation where circumstances warrant. An insured person should discuss the matter with his/her insurer before incurring expenses for air, rail and bus transportation services.

50 Kilometre "Deductible"

As set out in clauses 14 (6) (b), 15 (12) (b) and 24 (4) (b) of the SABS as amended by O. Reg. 458/03, the insurer is not liable to pay for the first 50 kilometres of transportation (whether or not in the insured person's automobile) to and from treatment sessions, counselling sessions, training sessions, assessments and examinations, unless the insured person sustained a catastrophic impairment as a result of the accident. The 50 kilometre

“deductible” is only applicable once in any round-trip. These provisions also apply to minors who are driven to treatment sessions, counselling sessions, training sessions, assessments and examinations, and to transportation expenses of the insured person’s aide or attendant.

(139-G032E)

Janvier 2006

Ligne directrice sur les frais de déplacement

Ligne directrice du surintendant No. 03/06

La présente ligne directrice est émise aux termes de l’article 268.3 de la Loi sur les assurances et des paragraphes 14(5), 15(11) et 24(3) de l’Annexe sur les indemnités d’accident légales - accidents survenus le 1er novembre 1996 ou après ce jour. Elle remplace celle qui porte le numéro 4/04 et elle entrera en vigueur le 21 janvier 2006.

Objectif

L’objectif de la Ligne directrice sur les frais de déplacement est de fournir un cadre aux compagnies d’assurance et aux personnes assurées pour déterminer les circonstances aux termes desquelles les frais reliés aux déplacements d’une personne assurée pour les séances de traitement, de thérapie et de réadaptation ainsi que les examens et les évaluations seront remboursés par la compagnie d’assurance. Cette *Ligne directrice* établit des frais autorisés et des taux applicables aux fins des paragraphes 14(5), 15(11) et 24(3) de l’Annexe sur les indemnités d’accidents légales (SABS).

À la lumière des modifications apportées aux paragraphes 14(5), 15(11) et 24(3) de l’Annexe sur les indemnités d’accidents légales (SABS) aux termes du Règlement de l’Ontario 458/03, tel qu’elles ont été déposées le 24 décembre 2003, les montants remboursables en vertu de l’Annexe relativement aux frais de transport dépendent en partie de la date de l’accident, à savoir s’il est survenu le 15 avril 2004 ou après cette date. Pour cette raison, la Ligne directrice est divisée en deux sections :

- (a) *Accidents survenus avant le 15 avril 2004;*
- (b) *Accidents survenus le 15 avril 2004 ou après cette date.*

Assurez-vous de consulter la section appropriée de la présente ligne directrice, selon la date de l’accident en question.

(a) Accidents survenus avant le 15 avril 2004

Dépenses autorisées

La compagnie d’assurance est tenue de rembourser tous les frais raisonnables et nécessaires pour chaque déplacement que l’assuré fait pour se rendre à des séances de traitement, de thérapie et de réadaptation ainsi qu’aux examens et aux évaluations et en revenir. L’assureur est également tenu de rembourser tous les frais raisonnables et nécessaires de l’aidant ou de l’accompagnateur de l’assuré. Les frais de déplacement sont calculés en fonction du trajet le plus direct et ils comprennent les frais de stationnement engagés.

Le mode de transport choisi doit être le plus économique et pratique relativement à la distance à parcourir et être approprié aux circonstances particulières.

Usage de l’automobile

La compagnie d’assurance est tenue de rembourser les frais de kilométrage associés au transport de l’assuré et de son aidant ou accompagnateur pour se rendre à des séances de traitement, de thérapie et de réadaptation ainsi qu’aux examens et aux évaluations et en revenir, à bord de son véhicule personnel, sauf pour les 50 premiers kilomètres de chaque aller-retour. La «franchise» de 50 kilomètres ne s’applique qu’une par aller-retour. Cette disposition s’applique également aux personnes mineures qui sont conduites à des séances de traitement, de thérapie et de réadaptation ainsi qu’à des examens et à des évaluations.

Aux fins de la présente ligne directrice, le terme « véhicule de la personne assurée » s’entend de tout véhicule qui est la propriété de l’assuré ou qui est loué par ce dernier ou de tout autre véhicule auquel l’assuré a accès.

Le taux à employer dans le calcul des frais de déplacement dans le cas où le véhicule de la personne assurée sert au transport est de 0,34 \$ par kilomètre parcouru.

Déplacement en taxi

La compagnie d’assurance est tenue de rembourser les frais de déplacement en taxi engagés par un assuré et son aidant ou accompagnateur à condition :

- que la personne blessée ne possède pas de voiture ou n’y ait pas accès; ou
- que la personne blessée ne soit pas en mesure de conduire une automobile; ou
- qu’il soit raisonnable et pratique de prendre dans les circonstances un taxi.

Autres moyens de transport

La compagnie d’assurance est tenue de rembourser les frais de déplacement assurés par un autre moyen de transport lorsque les circonstances le requièrent. Avant que la personne n’engage des frais de transport par avion, par train ou par autocar, elle devrait en discuter avec sa compagnie d’assurance.

(b) Accidents survenus le 15 avril 2004 ou après cette date

Dépenses autorisées

En vertu de la « franchise » de 50 kilomètres dont il est question plus bas, la compagnie d’assurance est tenue de rembourser tous les frais raisonnables et nécessaires pour chaque déplacement que l’assuré fait pour se rendre à des séances de traitement, de thérapie et de réadaptation ainsi qu’aux examens et aux évaluations et en revenir. L’assureur est également tenu de rembourser tous les frais raisonnables et nécessaires de l’aidant ou de l’accompagnateur de l’assuré. Les frais de déplacement sont calculés en fonction du trajet le plus direct et ils comprennent les frais de stationnement engagés.

Le mode de transport choisi doit être le plus économique et pratique relativement à la distance à parcourir et être approprié aux circonstances particulières.

Usage de l’automobile

Aux fins de la présente ligne directrice, le terme « véhicule de la personne assurée » s’entend de tout véhicule qui est la propriété de l’assuré ou qui est loué par ce dernier ou de tout autre véhicule auquel l’assuré a accès.

En vertu de la «franchise» de 50 kilomètres dont il est question plus bas, le taux à employer dans le calcul des frais de déplacement dans le cas où le véhicule de la personne assurée sert au transport est de 0,34 \$ par kilomètre parcouru.

Déplacement en taxi

En vertu de la « franchise » de 50 kilomètres dont il est question plus bas, la compagnie d’assurance est tenue de rembourser les frais de déplacement en taxi engagés par un assuré et son aidant ou accompagnateur à condition :

- que la personne blessée ne possède pas de voiture ou n’y ait pas accès; ou
- que la personne blessée ne soit pas en mesure de conduire une automobile; ou
- qu’il soit raisonnable et pratique de prendre dans les circonstances un taxi.

Cette disposition s'applique également à tous les frais de déplacement de l'aidant ou de l'accompagnateur de l'assuré.

Autres moyens de transport

En vertu de la « franchise » de 50 kilomètres dont il est question plus bas, la compagnie d'assurance est tenue de rembourser les frais de déplacement raisonnables et nécessaires assurés par un autre moyen de transport lorsque les circonstances le requièrent. Avant que la personne n'engage des frais de transport par avion, par train ou par autocar, elle devrait en discuter avec sa compagnie d'assurance.

« Franchise » de 50 kilomètres

Comme il est mentionné aux paragraphes 14(6), 15(12) et 24(4) de l'Annexe, tel qu'elle a été modifiée par le Règlement de l'Ontario 458/03, la compagnie d'assurance n'est pas tenue de rembourser les 50 premiers kilomètres parcourus (que le transport se fasse ou non par le véhicule de la personne assurée) pour se rendre aux séances de traitement, de thérapie et de réadaptation ainsi qu'aux examens et aux évaluations et en revenir, sauf dans les cas où la personne assurée a subi des blessures graves en raison de l'accident. La « franchise » de 50 kilomètres ne s'applique qu'une fois par aller-retour. Ces dispositions s'appliquent également aux personnes mineures qui sont conduites à des séances de traitement, de thérapie et de réadaptation ainsi qu'à des examens et à des évaluations, ainsi qu'aux frais de transport de l'aidant ou de l'accompagnateur de la personne assurée.

(139-G032F)

Applications to Provincial Parliament — Private Bills Demandes au Parlement provincial — Projets de loi d'intérêt privé

PUBLIC NOTICE

The rules of procedure and the fees and costs related to applications for Private Bills are set out in the Standing Orders of the Legislative Assembly. Copies of the Standing Orders, and the guide "Procedures for Applying for Private Legislation", may be obtained from the Legislative Assembly's Internet site at <http://www.ontla.on.ca> or from:

Committees Branch
Room 1405, Whitney Block, Queen's Park
Toronto, Ontario M7A 1A2

Telephone: 416/325-3500 (Collect calls will be accepted)

Applicants should note that consideration of applications for Private Bills that are received after the first day of September in any calendar year may be postponed until the first regular Session in the next following calendar year.

(8699) T.F.N. CLAUDE L. DESROSIERS,
Clerk of the Legislative Assembly.

Applications to Provincial Parliament

716056 Ontario Limited

NOTICE IS HEREBY GIVEN that on behalf of 716056 ONTARIO LIMITED application will be made to the Legislative Assembly of the Province of Ontario for special legislation to revive its charter.

This application will be considered by the Standing Committee on Regulations and Private Bills.

Any person who has an interest in the application and who wishes to make submissions, for or against the application, to the Standing

Committee on Regulations and Private Bills should notify, in writing, the Clerk of the Legislative Assembly, Legislative Building, Queen's Park, Toronto, Ontario. M7A 1A2.

DATED at Toronto this 6th day of January, 2006.

DEVRY, SMITH, FRANK LLP.
100-Barber Greene Road,
Toronto, Ont. M3C 3E9
Solicitors for the Applicant

(139-P010) 3, 4, 5, 6

Corporation Notices Avis relatifs aux compagnies

954557 Ontario Limited

TAKE NOTICE that the shareholders of 954557 Ontario Limited passed a Special Resolution on December 27th, 2005, requiring the Corporation to be wound-up voluntarily under the provisions of the Business Corporations Act.

THIS NOTICE is filed under Subsection 193(4) of The Business Corporations Act, R.S.O. 1990.

DATED: December 27, 2005

(139-P004) DONNA LEITCH, C.A., C.I.R.P.
205-713 Davis Drive
Newmarket, Ontario L3Y 2R3

Eureka Employees' (Woodstock) Credit Union Limited

NOTICE IS HEREBY GIVEN that the membership of Eureka Employees' (Woodstock) Credit Union Limited passed a special resolution on January 7, 2006 to wind-up the credit union pursuant to the Credit Unions and Caisses Populaires Act, 1994. At the same meeting, the members appointed the Deposit Insurance Corporation of Ontario as Liquidator of the estate and effects of the Credit Union.

DATED this 9th day of January, 2006

(139-P006) Deposit Insurance Corporation of Ontario
In its capacity as liquidator of Eureka
Employees' (Woodstock) Credit Union
Limited

Sheriff's Sales of Lands Ventes de terrains par le shérif

UNDER AND BY VIRTUE OF a Writ of Seizure and Sale issued out of the Superior Court of Justice at PICTON, Ontario dated April 18, 1994 Court File Number 4026-94 to me directed, against the real and personal property of PHILMORE CANE Defendant, at the suit of QUINTEVUE LEASING INC., Plaintiff, I have seized and taken in execution all the right, title, interest and equity of redemption of PHILMORE CANE, Defendant in and to:

Part of Lots 18 and 19, Stinson Block, Registered Plan No. 1, Township of Hillier, County of Prince Edward, designated Parts 1, 2 and 3 on Plan 47R 4540. Part as previously described in Instrument 25074.

All of which said right, title, interest and equity of redemption of PHILMORE CANE, Defendant, in the said lands and tenements described above, I shall offer for sale by Public Auction subject to the conditions set out below at, Superior Court of Justice 44 UNION STREET, PICTON, ON K0K 2T0 on TUESDAY, FEBRUARY 28, 2006 at 1:00 p.m.

CONDITIONS:

The purchaser to assume responsibility for all mortgages, charges, liens, outstanding taxes, and other encumbrances. No representation is made regarding the title of the land or any other matter relating to the interest to be sold. Responsibility for ascertaining these matters rests with the potential purchaser(s).

TERMS: Deposit 10% of bid price or \$1,000.00, whichever is greater

- Payable at time of sale by successful bidder
- To be applied to purchase price
- Non-refundable

Ten business days from date of sale to arrange financing and pay balance in full at Superior Court of Justice 44 UNION STREET PICTON, ON K0K 2T0

All payments in cash or by certified cheque made payable to the Minister of Finance

Deed Poll provided by Sheriff only upon satisfactory payment in full of purchase price

Other conditions as announced

THIS SALE IS SUBJECT TO CANCELLATION BY THE SHERIFF WITHOUT FURTHER NOTICE UP TO THE TIME OF SALE.

Note: No employee of the Ministry of the Attorney General may purchase any goods or chattels, lands or tenements exposed for sale by a Sheriff under legal process, either directly or indirectly.

DATE January 10th, 2006

Sheriff
BONNIE GRyce
Superior Court of Justice
235 Pinnacle Street
Belleville, ON K8N 3A9

(139-P007)

UNDER AND BY VIRTUE OF a Writ of Seizure and Sale issued out of the Superior Court of Justice at Milton dated May 20 2004, Court File Number (04-1712), to me directed, against the real and personal property of William Norman Gary Deathe, Defendant, at the suit of the 3925200 Canada Inc, Plaintiff. I have seized and taken in execution all the right, title, interest and equity of redemption of William Norman Gary Deathe, Defendant in and to:

In the City of Hamilton, described as Parcel 23-5, Section M-10, designated as Part 6 on Plan 62R-332. Land Titles Division of Wentworth (No. 62) [at Hamilton] Town of Flamborough. Regional Municipality of Hamilton-Wentworth. The property is municipally known as 50 George Street, Waterdown, Ontario.

All of which said right, title, interest and equity of redemption of WILLIAM NORMAN GARY DEATHE Defendant, in the said lands and tenements described above, I shall offer for sale by Public Auction subject to the conditions set out below at, JOHN SOPINKA COURT HOUSE, 45 MAIN STREET EAST, STE 126, HAMILTON, ONTARIO L8N 2B7, on TUESDAY FEBRUARY 28, 2006 at 11:30 a.m.

CONDITIONS:

The purchaser to assume responsibility for all mortgages, charges, liens, outstanding taxes, and other encumbrances. No representation is made regarding the title of the land or any other matter relating to the interest to be sold. Responsibility for ascertaining these matters rests with the potential purchaser(s).

TERMS: Deposit 10% of bid price or \$1,000.00, whichever is greater

- Payable at time of sale by successful bidder
- To be applied to purchase price
- Non-refundable

Ten business days from date of sale to arrange financing and pay balance in full at 45 MAIN STREET EAST, SUITE 126, HAMILTON, ONTARIO L8N 2B7

All payments in cash or by certified cheque made payable to the Minister of Finance

Deed Poll provided by Sheriff only upon satisfactory payment in full of purchase price
Other conditions as announced

THIS SALE IS SUBJECT TO CANCELLATION BY THE SHERIFF WITHOUT FURTHER NOTICE UP TO THE TIME OF SALE.

No employee of the Ministry of the Attorney General may purchase any goods or chattels, lands or tenements exposed for sale by a Sheriff under legal process, either directly or indirectly.

DATE January 11, 2006

LINDA DEMBE, Sheriff
45 Main Street East, Suite 126
Hamilton, Ontario, L8N 2B7
"Pour des renseignements en
français par téléphone le
(905) 645-5252 ext. 3775"

(139-P011)

UNDER AND BY VIRTUE OF a Writ of Seizure and Sale issued out of the Superior Court of Justice at Hamilton dated July 6, 2001, Court File Number (01-1355), to me directed, against the real and personal property of Donald Duggan Defendant, at the suit of Donald J. Wallace and Debbie J. Wallace, Plaintiff(s), I have seized and taken in execution all the right, title, interest and equity of redemption of Donald Duggan, Defendant in and to:

In the City of Hamilton, in the Regional Municipality of Hamilton-Wentworth, and being part of Lot Number 11 in the Eighth Concession of the Township of Barton (now City of Hamilton) and being more particularly described as follows, that is to say: commencing at a point in the south limit of said Lot Number 11, distant westerly from the southeast corner of said Lot Number 11, 1,221 feet; THENCE North 19 degrees 05 minutes 30 seconds east, 17 feet to the place of beginning of the herein described parcel of land; THENCE North 19 degrees 05 minutes 30 seconds east, 143 feet; THENCE westerly and parallel to the south limit of said Lot Number 11, a distance of 75 feet; THENCE South 19 degrees 05 minutes 30 seconds west, 143 feet to a point in the northerly limit of the Barton and Glanford Road as widened as shown on Plan 761 Miscellaneous; THENCE easterly in and along the northerly limit of the said road as widened, 75 feet to the place of beginning. The within lands are the same lands as described in instrument 408100CD. The property is municipally known as 341 Rymal Road East, Hamilton, Ontario.

All of which said right, title, interest and equity of redemption of DONALD DUGGAN, Defendant, in the said lands and tenements described above, I shall offer for sale by Public Auction subject to the conditions set out below at, JOHN SOPINKA COURT HOUSE, 45 MAIN STREET EAST, STE 126, HAMILTON, ONTARIO L8N 2B7, on TUESDAY FEBRUARY 28, 2006 at 9:30 a.m.

CONDITIONS:

The purchaser to assume responsibility for all mortgages, charges, liens, outstanding taxes, and other encumbrances. No representation is made regarding the title of the land or any other matter relating to the interest to be sold. Responsibility for ascertaining these matters rests with the potential purchaser(s).

TERMS: Deposit 10% of bid price or \$1,000.00, whichever is greater

- Payable at time of sale by successful bidder
- To be applied to purchase price
- Non-refundable

Ten business days from date of sale to arrange financing and pay balance in full at 45 MAIN STREET EAST, SUITE 126, HAMILTON, ONTARIO L8N 2B7

All payments in cash or by certified cheque made payable to the Minister of Finance

Deed Poll provided by Sheriff only upon satisfactory payment in full of purchase price

Other conditions as announced

THIS SALE IS SUBJECT TO CANCELLATION BY THE SHERIFF WITHOUT FURTHER NOTICE UP TO THE TIME OF SALE.

No employee of the Ministry of the Attorney General may purchase any goods or chattels, lands or tenements exposed for sale by a Sheriff under legal process, either directly or indirectly.

DATE January 11, 2006

LINDA DEMBE, Sheriff
45 Main Street East, Suite 126
Hamilton, Ontario, L8N 2B7
"Pour des renseignements en
français par téléphone le
(905) 645-5252 ext. 3775"

(139-P012)

**Sale of Lands for Tax Arrears
by Public Tender
Ventes de terrains par appel d'offres
pour arriéré d'impôt**

Municipal Act 2001, S.O. 2001, c. 25, s. 379 (2) (b)

SALE OF LAND BY PUBLIC TENDER

THE CORPORATION OF THE TOWN OF HAWKESBURY

TAKE NOTICE that tenders are invited for the purchase of the land described below and will be received until 3:00 p.m. local time on February 10th, 2006 at the Town Hall, 600 Higginson St., Hawkesbury, Ontario K6A 1H1.

The tenders will then be opened in public on the same day at 3:00 p.m. in the Council Chambers at the Town Hall, 600 Higginson St., Hawkesbury, Ontario K6A 1H1.

Description of Land

- Roll no. 02-08-040-002-45200,
Part of Lots 13 and 14, Broken
Front Concession, Town of
Hawkesbury, County of Prescott,
as described on certificate number 119068
Minimum Tender Amount \$168,512.00

Tenders must be submitted in the prescribed form and must be accompanied by a deposit in the form of a money order or of a bank draft or certified cheque by a bank or trust corporation payable to the Corporation of the Town of Hawkesbury and representing at least 20 per cent of the tender amount.

Except as follows, the municipality makes no representation regarding the title to or any other matters relating to the land to be sold. Responsibility for ascertaining these matters rests with the potential purchasers.

This sale is governed by the *Municipal Act, 2001* and the Municipal Tax Sales Rules made under that Act. The successful purchaser will be required to pay the amount tendered plus accumulated taxes and the relevant land transfer tax.

The Corporation of the Town of Hawkesbury has no obligation to provide vacant possession to the successful purchaser.

For further information regarding this sale and a copy of the prescribed form of tender contact:

(139-P005) MICHEL THIBODEAU, Treasurer
Corporation of the Town of Hawkesbury
600 Higginson St., Hawkesbury, Ontario, K6A 1H1

Municipal Act, 2001

SALE OF LAND BY PUBLIC TENDER

**THE CORPORATION OF THE TOWNSHIP OF
STRATHROY-CARADOC**

TAKE NOTICE that tenders are invited for the purchase of the lands described below and will be received until 3:00 p.m. local time on 15 February 2006, at the Municipal Office, 52 Frank Street, Strathroy, Ontario N7G 2R4.

The tenders will then be opened in public on the same day at the Municipal Office, 52 Frank Street, Strathroy.

Description of Lands

Roll No. 39 16 000 090 13600 0000, 67 Front W. Strathroy, PIN 09600-0047(LT), Part Lot 5 North of Front Street, Registered Plan 307 (Plan 186 & Plan 93) Town of Strathroy, now in the Township of Strathroy-Caradoc, County of Middlesex (No 33) being the lands in 947287, except ROW therein, subject to 947287. File No. 04-11
Minimum Tender Amount \$10,586.27

Tenders must be submitted in the prescribed form and must be accompanied by a deposit in the form of a money order or of a bank draft or cheque certified by a bank or trust corporation payable to the municipality and representing at least 20 per cent of the tender amount.

The municipality makes no representation regarding the title to or any other matters relating to the land to be sold, including but not limited to the existence of estates and interests of the federal or provincial governments or their agencies. Responsibility for ascertaining these matters rests with the potential purchasers.

This sale is governed by the *Municipal Act, 2001* and the Municipal Tax Sales Rules made under that Act. The successful purchaser will be required to pay the amount tendered plus accumulated taxes, relevant land transfer tax and GST if applicable.

The municipality has no obligation to provide vacant possession to the successful purchaser.

For further information regarding this sale and a copy of the prescribed form of tender contact:

(139-P008) MARG ARENDS
Tax Collector
The Corporation of the Township of Strathroy-Caradoc
52 Frank Street, Strathroy, Ontario N7G 2R4,
519-245-1070
Or visit OntarioTaxSales.ca

Municipal Act, 2001

SALE OF LAND BY PUBLIC TENDER

THE INCORPORATED VILLAGE OF HILTON BEACH

TAKE NOTICE that tenders are invited for the purchase of the land(s) described below and will be received until 3:00 p.m. local time on February 6, 2006, at the Municipal Office, P.O. Box 25, 3064 Hilton Rd., Ontario P0R 1G0.

The tenders will then be opened in public on the same day at the Municipal Office, 3064 Hilton Rd., Hilton Beach.

Description of Land(s)

Roll No. 57 06 000 000 287 00 0000, 3112 Marks St, Hilton Beach, Plan 366 Block B Lot 4, Village of Hilton Beach, District of Algoma
Minimum Tender Amount \$15,094.43

Tenders must be submitted in the prescribed form and must be accompanied by a deposit in the form of a money order or of a bank draft or cheque certified by a bank or trust corporation payable to the municipality and representing at least 20 per cent of the tender amount.

Except as follows, the municipality makes no representation regarding the title to or any other matters relating to the land to be sold. Responsibility for ascertaining these matters rests with the potential purchasers.

This sale is governed by the *Municipal Act, 2001* and the Municipal Tax Sales Rules made under that Act. The successful purchaser will be required to pay the amount tendered plus accumulated taxes, relevant land transfer tax and GST if applicable.

The municipality has no obligation to provide vacant possession to the successful purchaser.

For further information regarding this sale and a copy of the prescribed form of tender, contact:

GLORIA FISCHER
Clerk-Treasurer
Incorporated Village of Hilton Beach
P.O. Box 25, 3064 Hilton Rd.
Hilton Beach, ON P0R 1G0
(705) 246-2242
info@hiltonbeach.com

(139-P009)

Municipal Act, 2001

SALE OF LAND BY PUBLIC TENDER

**THE CORPORATION OF THE TOWNSHIP OF
MIDDLESEX CENTRE**

TAKE NOTICE that tenders are invited for the purchase of the lands described below and will be received until 3:00 p.m. local time on 16 February 2006, at the Municipal Office, 10227 Ilderton Rd., R.R. #2, Ilderton, Ontario N0M 2A0.

The tenders will then be opened in public on the same day at the Municipal Office, 10227 Ilderton Rd., Ilderton, Ontario N0M 2A0.

Description of Lands

Roll No. 39 39 034 050 01504 0000, 71 Sir James Crt. Arva, PIN 08145-0261(LT), Lot 40 Plan 33M242, subject to LT195826, Township of Middlesex Centre, County of Middlesex (No. 33). File No. 01-05
Minimum Tender Amount \$ 40,220.35

Roll No. 39 39 000 020 24600 0000, 22635 Komoka Rd. Komoka, PIN 09660-0110(LT), Lot 6 and Part Lot 7 Registered Plan 55, geographic Township of Lobo, now in the Township of Middlesex Centre, County of Middlesex (No 33) as in 678765. File 04-06
Minimum Tender Amount \$ 56,981.54

Tenders must be submitted in the prescribed form and must be accompanied by a deposit in the form of a money order or of a bank draft or cheque certified by a bank or trust corporation payable to the municipality and representing at least 20 per cent of the tender amount.

The municipality makes no representation regarding the title to or any other matters relating to the lands) to be sold, including but not limited to the potential existence of environmental contamination and estates and interests of the federal or provincial governments or their agencies, easements and restrictive covenants. Responsibility for ascertaining these matters rests with the potential purchasers.

This sale is governed by the *Municipal Act, 2001* and the Municipal Tax Sales Rules made under that Act. The successful purchaser will be required to pay the amount tendered plus accumulated taxes, relevant land transfer tax and GST if applicable.

The municipality has no obligation to provide vacant possession to the successful purchaser.

For further information regarding this sale and a copy of the prescribed form of tender contact:

STEPHANIE TROYER-BOYD
Tax Collector
The Corporation of the Township of Middlesex Centre
10227 Ilderton Rd., R.R. #2
Ilderton, Ontario N0M 2A0
519-666-0190 Ext. 225
(139-P013) Or visit www.OntarioTaxSales.ca

Municipal Act, 2001

SALE OF LAND BY PUBLIC TENDER

THE CORPORATION OF THE MUNICIPALITY OF TWEED

TAKE NOTICE that tenders are invited for the purchase of the land(s) described below and will be received until 3:00 p.m. local time on Tuesday, February 21, 2006, at the Municipality of Tweed Office, 255 Metcalf Street, Tweed, ON K0K 3J0.

The tenders will then be opened in public during the regular Council meeting held on Tuesday, February 21, 2006 commencing at 5:00 p.m. in the Council Chambers at the Municipality of Tweed Office, 255 Metcalf Street, Tweed, ON K0K 3J0.

Description of Lands

Property No. 1: Part of Lot 12 in the Fifth Concession of the Township of Elzevir now the Municipality of Tweed County of Hastings and being the North-west quarter of the North-west quarter of Lot 12 in the Fifth Concession of the said Township containing twelve and one-half acres more or less.

Property Roll No. 12-31-132-015-24400-0000.

Minimum Tender Amount: \$3,450.14

Property No. 2: The South half of the West Half of Lot Number Eighteen (18) in the Seventh (7) Concession of the Township of Elzevir now the Municipality of Tweed County of Hastings, Containing Fifty acres more or less.

Property Roll No. 12-31-132-020-01500-0000.

Minimum Tender Amount: \$3,918.75

Property No. 3: The South one-third of the North three-fifths of the West one-half of Lot Number Thirty in the 9th Concession of the Township of Elzevir now the Municipality of Tweed County of Hastings comprising Twenty (20) acres be the same more or less.

Property Roll No. 12-31-132-020-11400-0000.

Minimum Tender Amount: \$3,473.01

Tenders must be submitted in the prescribed form and must be accompanied by a deposit in the form of a money order or of a bank draft or cheque certified by a bank or trust corporation payable to the municipality and representing at least 20 per cent of the tender amount.

Except as follows, the municipality makes no representation regarding the title to or any other matters relating to the land to be sold. Responsibility for ascertaining these matters rests with the potential purchasers.

This sale is governed by the *Municipal Act, 2001* and the Municipal Tax Sales Rules made under that Act. The successful purchaser will be required to pay the amount tendered plus accumulated taxes and the relevant land transfer tax.

The municipality has no obligation to provide vacant possession to the successful purchaser.

For further information regarding this sale and a copy of the prescribed form of tender contact:

PATRICIA L. BERGERON, A.M.C.T.
Clerk-Treasurer
The Corporation of the Municipality of Tweed
255 Metcalf St., Postal Bag 729
Tweed, ON K0K 3J0
Phone: (613) 478-2535

(139-P014)

**Publications under the Regulations Act
Publications en vertu de la Loi sur les règlements**

2006—01—21

ONTARIO REGULATION 1/06

made under the

ENVIRONMENTAL PROTECTION ACT

Made: January 3, 2006

Filed: January 6, 2006

Published on e-Laws: January 10, 2006

Printed in *The Ontario Gazette*: January 21, 2006

Revoking O. Reg. 24/01

(Forms — Section 197 of the Act)

Note: Ontario Regulation 24/01 has not previously been amended.

1. Ontario Regulation 24/01 is revoked.

Made by:

LAUREL C. BROTEN
Minister of the Environment

Date made: January 3, 2006.

3/06

ONTARIO REGULATION 2/06

made under the

ONTARIO WATER RESOURCES ACT

Made: January 3, 2006

Filed: January 6, 2006

Published on e-Laws: January 10, 2006

Printed in *The Ontario Gazette*: January 21, 2006

Revoking O. Reg. 25/01

(Forms — Section 103 of the Act)

Note: Ontario Regulation 25/01 has not previously been amended.

1. Ontario Regulation 25/01 is revoked.

Made by:

LAUREL C. BROTEN
Minister of the Environment

Date made: January 3, 2006.

3/06

NOTE: The Table of Regulations – Legislative History Overview and other tables related to regulations can be found at the e-Laws website (www.e-Laws.gov.on.ca) under Tables. Consolidated regulations may also be found at that site by clicking on Statutes and associated Regulations under Consolidated Law.

REMARQUE : On trouve le Sommaire de l'historique législatif des règlements et d'autres tables liées aux règlements sur le site Web Lois-en-ligne (www.lois-en-ligne.gouv.on.ca) en cliquant sur «Tables». On y trouve également les règlements codifiés en cliquant sur le lien Lois et règlements d'application sous la rubrique «Textes législatifs codifiés».

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TEXTE D'INFORMATION POUR LA GAZETTE DE L'ONTARIO

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The Ontario Gazette is published every Saturday. Advertisements/notices must be received no later than 3 pm on Thursday, 9 days before publication of the issue in which they should appear. For weeks including Easter Monday, November 11th or a statutory holiday allow an extra day. For the Christmas/New Year holiday schedule please contact the Gazette at (416) 326-5310 or by email at GazettePubsOnt@mbs.gov.on.ca

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