

**Nancy Marshall**

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**From:** Joe Clark [joeclark.icloud@me.com]  
**Sent:** Tuesday, June 11, 2013 1:10 PM  
**To:** Nancy Marshall; Linda Hazzan  
**Subject:** Re: Request to speak at Advertising Review Working Group Meeting on June 13 (plus response)  
  
**Importance:** High

I belatedly looked at my calendar and see now that I have a conflict. I apologize for leading you astray, but I won't be able to make it in person to the meeting.

Nonetheless, I have prepared a response to the staff report. I expect it to be provided to the Working Group verbatim and in advance. (No copying and pasting in a passive-aggressive effort to undo the careful structure of my documents.)

<http://joeclark.org/dossiers/adcomplaintresponse-20130611.html>

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Joe Clark  
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<http://joeclark.org/>  
Your top-posting sucks

## Response to Library report on my advertising complaint

Linda Hazzan and Katherine Palmer co-signed a report, entitled “Date-Due-Slip Advertising – Customer Complaint,” in response to my complaint about the content of advertising.

The report materially fails to represent the structure of my perfectly-formed HTML complaint. In particular, block quotations are made to seem like I originated those words. Next time, I expect my communications printed out verbatim and left untouched by TPL staff.

## Who runs the Toronto Public Library?

The Advertising Review Working Group has to decide once and for all who's in charge of the Toronto Public Library.

- Is it the TPL Board, whose chair told the *National Post* (2012.02.29): “The policy would follow the Canadian Code of Advertisement Standards. We also have our advertisement policies and procedures in place. So it would be done in a tasteful manner, and I have a great amount of faith in our team.”
- Is it City Librarian Jane Pyper? If so, then we would have to believe her when she told *Metro Morning* (2013.03.11): “The kinds of place that are expressing interest are other cultural organizations, some business that are involved in learning, some other nonprofits that are also in the learning business. So ones where they think that they might find a sympathetic audience.”

We would also have to believe Pyper when she described the kinds of ads the Library would reject: “I think anything that might undermine that message – a very clear, *clear* neutrality around information and exchange of ideas.”

- Is it TPL’s procurement division, which wrote the original RFP for advertising and presumably also wrote and signed the contract with the vendor? Is it middle manager Katherine Palmer and publicist Linda Hazzan? If so, then we have to believe Palmer and Hazzan’s blandishments in the report, which concludes, in effect, that all lawful advertisers are fair game for TPL date-due-slips. (“The Library’s advertising policy... does not state that advertisements must be related to the business or services of the Library.”)

This statement from *petites fonctionnaires* directly contradicts their own bosses and appointed Board Chair and represents a low-water mark for the Library.

If pizza joints and an ambulance-chasing law firm are deemed OK (deemed not “detract[ing] from the Library’s public image” or “of questionable taste”), it stands

to reason that makers of condoms and tampons would also be accepted. So, for that matter, would the dating service for people who hanker to cheat on their husbands and wives, Ashley Madison.

The Working Group has to decide right here and now whether TPL advertising will “be done in a tasteful manner” for “a sympathetic audience” dedicated to “information and exchange of ideas” – or if anybody who ponies up cash gets to advertise, no matter how tacky and how divergent from the Library’s purpose. I’m not saying the sky’s the limit when it comes to acceptable advertisers. We aren’t looking *upward* here. These are the first set of ads and already we’re in a race for the bottom.

### **Cost of withdrawing advertisements is part of the contract**

The report complains that the cost of withdrawing ads deemed to be unacceptable would be injurious to Receipt Media. Any cost of withdrawing errantly-approved advertising is part of the overhead of the contract. (In short, them’s the breaks.) If this defence were taken seriously, in practice no advertisements could ever be withdrawn.

Further, it is not the Library’s job to protect the balance sheet of a contracted for-profit vendor. It is a wild exaggeration to claim that the viability of this entire misguided program is at stake if rolls of thermal paper are replaced once.

### **Receipt Media *already advertises on every slip***

In a post-facto apologia for its contracted vendor that would be laughable if dollars and sense *and* basic principle weren’t involved, Palmer and Hazzan excuse the giant advertisements *for the vendor of advertisements*, Receipt Media.

1. First of all, I again demand a statement from the Working Group that the Group:
  - knew that Receipt Media would insert its own display advertisement
  - knew that the insertion amounted to free advertising for a contractor that is already getting paid
  - approved the foregoing in writing in advance
  - knew that Receipt Media already advertises along the entire length of one edge of all date-due slips with advertising
  - has an accounting of the foregone revenue represented by this advertisement for TPL’s paid contractor
2. A comparison that Palmer and Hazzan mustered (excerpt) –

[P]ark-bench advertisements often advertise their available spaces with promotional messages such as "See? You just proved bench advertising works[.]"

– is, I fear, a foreshadowing of the epic bad taste of TPL managers and of this unwanted and disagreeable advertising program.

Palmer and Hazzan's statement that “[t]he promotion of Receipt Media... benefits the Library because it encourages would-be advertisers to contact the vendor to advertise on the Library's channel” is rendered moot by the fact that due-date slips already contain running advertisements for Receipt Media already.

I guess none of you noticed.

### **The Library must not defend deceptive placement of public-service announcements**

Palmer and Hazzan reach their ethical nadir in excusing, again after the fact, the inclusion of a public-service announcement (PSA) for Mothers Against Drunk Driving without any visible notation that it is a PSA and not an ad. This amounts to authorization to deceive Library patrons.

*Nobody* reasonably believes that the advertisements for Diamond & Diamond, Pizza Nova, or Pizza Pizza were placed there for free. In the context of what is obviously and by contract a series of paid advertisements, anything that *isn't* paid or an advertisement or both has to be designated as such.

Posted: 2013.06.11