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TO:	CHAIR AND MEMBERS CIVIC WORKS COMMITTEE MEETING ON MARCH 3, 2015
FROM:	JOHN BRAAM, P.ENG. MANAGING DIRECTOR, ENVIRONMENTAL & ENGINEERING SERVICES AND CITY ENGINEER
SUBJECT:	CANADA POST COMMUNITY MAILBOX PROGRAM JURISDICTIONAL REVIEW

RECOMMENDATION

That, on the recommendation of the Managing Director, Environmental & Engineering Services and City Engineer, the following actions **BE TAKEN** with respect to the Canada Post conversion of door-to-door delivery to community mailboxes:

- a) The Civic Administration **BE DIRECTED** to negotiate a legal agreement with Canada Post Corporation that defines obligations with respect to community mailboxes located in the London right-of-ways; and,
- b) The information related to the CPC initiative **BE RECEIVED** for information.

PREVIOUS REPORTS PERTINENT TO THIS MATTER
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- Council Resolution; April 2, 2014; (20/10/CSC)
- Civic Works Committee; February 3, 2015; Canada Post Community Mailbox Program

BACKGROUND

Purpose

On February 9, 2015 the Municipal Council resolved that:

- the Civic Administration **BE DIRECTED** to investigate and report back at the March 3, 2015 Civic Works Committee meeting on how other municipalities have approached this matter; and,
- the Civic Administration **BE DIRECTED** to submit a letter to Canada Post requesting that Canada Post undertake an enhanced public consultation process prior to the implementation of the Community Mail Box (CMB) Program and the installation of the CMBs and inform the Municipality as to the results of that consultation.

The purpose of this report is to provide Municipal Council the findings of the review of other municipalities. As per the direction provided, a letter has been sent to Canada Post as per the resolution.

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Context

In December 2013, Canada Post Corporation (CPC) unveiled a Five Point Action Plan to modernize its business model, including:

- Adopting a tiered pricing structure
- Expanding convenience using Franchised Post Offices
- Streamlining operations to reduce costs through efficiency improvements
- Addressing labour costs
- Converting 5 million addresses from door-to-door mail delivery to community mailboxes (CMBs) over five years

CPC has been installing CMBs in London in new subdivisions since the mid-1980s. At present, 34,487 addresses in London are serviced by CMBs. CPC's Five Point Action Plan will convert an additional 86,096 residential addresses to this mode of service. The initial phase in 2015 will convert 41,847 addresses, or approximately half of the proposed London conversions. These details, and the areas proposed in 2015, are identified in Appendix A of the Feb 3, 2015 Civic Works Committee Report.

DISCUSSION

Advocacy

Federation of Canadian Municipalities

The Federation of Canadian Municipalities Big Cities Mayors Caucus passed the following resolution in response to the Five Point Action Plan:

WHEREAS, Canada Post, this past December announced significant changes to mail delivery in Canada as part of its *Five Point Action Plan (FPAP)*; and

WHEREAS, under this plan it is proposed that there be a new tiered pricing model for letter-mail that will significantly increase the costs of municipal mail-outs; and

WHEREAS, Canada post is also proposing the introduction of community mailboxes (CMBs) and the elimination of non-commercial door-to-door mail delivery; and

WHEREAS the CMBs could entail the downloading of responsibilities, costs, and liabilities to local governments, including increased requirements for managing municipal land and rights-of-way, infrastructure such as paving and lighting, and policing related to vandalism, graffiti and mail theft; and

WHEREAS, the loss of door-to-door delivery could also undermine local strategies and processes aimed at fostering and supporting age/disability-friendly communities.

WHEREAS, municipalities were not consulted on the proposed changes of the FPAP; therefore be it

RESOLVED that the Big City Mayors' Caucus call on Canada Post to halt the elimination of door to door delivery until concerns are addressed through meaningful

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consultations with the mayors of the Caucus before implementation of the plan; and be it further

RESOLVED that Canada Post commit that the proposed changes in the Five Point Action Plan do not download the costs and maintenance of the community mailboxes onto municipalities without proper consultation and compensation.

London City Council, along with numerous other municipalities, adopted this resolution.

Association of Municipalities of Ontario

At their June 20th 2014 meeting, the Board of Directors of the Association of Municipalities of Ontario endorsed the Federation of Canadian Municipalities three principles for community consultation regarding the conversion of door-to-door mail delivery to community mailboxes, namely:

- that Canada Post needs to work with communities to ensure that the locations of community mailboxes meet the community needs;
- that Canada Post is responsible for the upkeep of their infrastructure or compensate municipalities for this work; and,
- that any changes to mail delivery need to align with local strategies aimed at fostering and supporting age/disability friendly communities.

Program Status

Conversion of door-to-door service to CMBs took place in eleven communities in 2014. Below is a summary of the 2014 conversions that recently became operational under this program:

Community	Number of Addresses
Bois-des-Filion, Quebec	2,750
Calgary, Alberta	10,450
Charlemagne, Quebec	1,300
Fort McMurray, Alberta	8,450
Halifax, Nova Scotia	9,950
Oakville, Ontario	26,400
Ottawa, Ontario	7,900
Lorraine, Quebec	2,550
Repentigny, Quebec	14,400
Rosemere, Quebec	3,350
Winnipeg, Manitoba	12,500
Total	100,000

The above represents the installation of approximately 2,200 CMBs. The CPC process for 2015 implementations is underway in numerous other communities.

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Jurisdiction

The Mail Receptacles Regulations of the Canada Post Corporation Act states that CPC has the authority to install, erect or relocate or cause to be installed, erected or relocated in any public place, including a public roadway, any receptacle or device to be used for the collection, delivery or storage of mail. **This authority is not subject to any limitations.**

In 1986, after CMB introduction in new subdivisions, Nepean Ontario was unsuccessful in its application to reverse CPC's CMB program. The court found that there was nothing in the Canada Post Corporation Act that imposed a duty on Canada Post to provide door-to-door delivery.

The Canadian Union of Postal Workers (CUPW) along with eight partners filed a federal court challenge on November 4, 2014. The notice of application asks the court to declare that CPC's elimination of mail delivery to homes is contrary to the Canada Post Corporation Act SS. 15(1) and Section 1 of the Canadian Charter of Rights and Freedoms as well as the Canadian Human Rights Act, the Convention on the Rights of Persons with Disabilities, the Canadian Postal Service Charter and Canada's Universal Service Obligation.

CPC has been entering into agreements with municipalities to clarify operational responsibilities related to CMBs. A generic FCM approved CPC municipal agreement is included in Appendix A. London does not have an agreement with CPC regarding new or proposed CMBs and has not entered any discussions with CPC in this regard. Given the proposed increase in the number of CMBs, it is recommended that negotiations be initiated to establish an agreement.

CPC Siting Process

The initial process being followed by CPC for the current locating of CMBs in existing neighbourhoods under the Five Point Action Plan is as follows:

1. Initial contact is made with elected municipal officials.
2. Public contact is made via mailout to all affected addresses. Community feedback with respect to CMBs is requested.
3. Initial proposed site locations are identified by CPC based on its siting criteria that was appended to the February 3, 2015 Civic Works Committee Report. The locations are provided to the municipality. Locations are reviewed and modified by CPC if concerns are identified by the municipality. Reimbursement at a rate of \$50 per location is offered by CPC.
4. CPC staff attempt to discuss the proposed locations with adjacent homeowners. This is initiated by three separate door-knocking attempts as necessary. If a homeowner objects to the proposed location and an acceptable alternative can be identified, steps 3 and 4 may be repeated for the new location. If there are no acceptable alternatives that satisfy siting criteria, the CMB will be installed in the location originally intended notwithstanding homeowner concerns.
5. Upon finalization of CMB locations, all homeowners served in each proposed CMB catchment area are notified of the location.

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London

CPC has recently undertaken steps 1 and 2 as described above for the London 2015 phase and step 3 is underway.

The results of the initial broad community engagement in step 2 was appended to the February 3, 2015 Civic Works Committee Report. The London response to this request for feedback indicated that an overwhelming majority (93%) of addresses prefer smaller clusters of CMBs, closer to the homes they serve. Canada Post has options for small CMBs serving 14 to 44 addresses and “super” CMBs serving many more addresses. With the London preference for smaller CMBs, the 41,847 London addresses proposed to be converted in 2015 represent approximately 1,100 to 1,300 CMBs.

Municipal Experiences

A survey of other municipal experiences was undertaken as directed by Council. The results are summarized as follows. Given the cursory nature of this review and the diverse range of perspectives across the country, this summary cannot represent a comprehensive representation of all experiences.

General

Municipal reactions to the CPC Five Point Action Plan have been varied. Most municipalities subject to the CMB conversion process have accommodated and worked with CPC to protect the interests of the community during the process. These jurisdictions have found CPC responsive to municipal and homeowner concerns. Where CMBs have been installed, there are indications CPC has continued to respond to issues.

Some municipalities have passed resolutions expressing a desire to maintain door-to-door mail service, objecting to the plan and/or requesting CPC carry out more extensive public consultation.

In all locations, the CPC CMB conversion process proceeded as scheduled under the CPC-lead engagement process.

Burnaby, British Columbia

The CPC process has not been initiated in Burnaby and no CMB applications have been received by the municipality. Council considered the issue in February 2014 and passed a resolution to send a letter to the federal Minister of Transport opposing the CMB conversion, requiring public consultation and engagement, ensuring security of information and property, ensuring safety and protection of seniors and persons with disabilities, addressing specific issues and removing the discretion of the Federal Government to utilize City-owned property for CMBs without consultation and approval.

Halifax, Nova Scotia

The CPC engagement took place and a first phase of CMBs were installed in 2014. The municipality took a very active role in the process. Municipal staff commented on proposed locations. Proposed locations were modified by CPC based on municipal and also homeowner input. Meetings with elected representatives included driving tours of

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proposed locations. After installations, some locations have been further modified as issues have been identified. Council considered the issue in July 2014. Council amended their encroachment bylaw to authorized execution of an agreement with CPC.

Hamilton, Ontario

CMBs are planned for installation in 2015. City Council directed staff in September 2014 to investigate options available to deal with the issue. A report went to the General Issues Committee on February 4, 2015 recommending a communication to the Federal Minister of Transport requesting revisions to the Five Point Action Plan and amending the Hamilton Road Installations Bylaw to regulate CMBs. The report also suggests a permit fee of \$522 per location as compared to the \$50 offered by CPC and a need for additional municipal FTEs to review locations.

Oakville, Ontario

Approximately 600 CMBs were installed in Oakville in 2014. A special Council meeting was held on April 7, 2014 that included a presentation by CPC. Council received the report and CPC presentation and requested that CPC provide a map of the new CMBs. Council dealt again with the issue again in May 2014 and resolved that the Federal Government direct Canada Post to maintain the current system of residential door-to-door postal delivery in Canada. A map of proposed locations was provided as requested by Council. This map was posted to the internet and some confusion was created because the locations were still under review and modification. The CPC engagement process took place. Municipal staff commented on proposed locations. Proposed locations were modified by CPC based on municipal and homeowner input. CPC also attended some neighbourhood association meetings which also resulted in some proposed location changes. The municipality was not provided all the revised locations to comment on. Snow clearing has reportedly improved since installation.

Ottawa, Ontario

The Kanata area of Ottawa received CMBs in 2014. Municipal staff commented on proposed locations. Proposed locations were modified by CPC based on municipal and also homeowner input. After installations, some locations have been physically relocated as issues have been identified. Ottawa requested increased compensation but was refused and received the \$50 per site offered to all municipalities. The municipality requested CPC host public meetings; this did not happen but CPC did attend some neighbourhood / service group meetings when asked. The Kanata Beaverbrook Community Association subsequently prepared a Canada Post Mailbox Report Card that assigned a C- grade and commented that CPC needs to work better with others such as Community Groups/Associations and local councillors.

Markham, Ontario

CMBs are planned for installation in 2015. Municipal staff commented on proposed locations. Proposed locations were modified based on this input and discussions with adjacent homeowners has occurred. CPC further modified locations based on homeowner input. City of Markham council passed a resolution in January 2015 to require CPC to conduct town hall meetings or open communications and expressing a desire to retain the existing delivery service.

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Milton, Ontario

CMB installation is planned for the spring of 2015. The siting process is further advanced than in London. Municipal staff commented on proposed locations. CPC was receptive to comments and proposed locations were modified based on this input and discussions with adjacent homeowners has occurred. CPC further modified locations based on homeowner input. No council resolutions are available.

Sarnia, Ontario

Sarnia has not yet been approached by CPC. Council resolved in April 2014 to send a letter to the federal Minister informing that Sarnia wants to keep and expand door-to-door delivery and requesting consultation with Canadians.

St. Thomas, Ontario

CMBs are planned for installation in 2015. CPC has only initiated contact with elected officials and have not provided proposed locations to the municipality. No council resolutions are available.

Stratford, Ontario

CMB installation is planned for the spring of 2015. The siting process is further advanced than in London. Municipal staff commented on proposed locations. Proposed locations were modified based on this input and discussions with adjacent homeowners has occurred. CPC further modified locations based on homeowner input. Council considered the issue in November 2014 and passed a resolution that expressed concern with CPC service changes.

Whitby, Ontario

CMBs are planned for installation in 2015. The siting process is further advanced than in London. Municipal staff commented on proposed locations. Proposed locations were modified based on this input and discussions with adjacent homeowners has occurred. CPC further modified locations based on homeowner input. The number of complaints has been less than anticipated by municipal staff and CPC has been willing to establish alternative locations in response to concerns. Council has recently directed staff to meet with CPC to discuss CPC improvements but not passed any resolutions opposing the conversion.

Winnipeg, Manitoba

Winnipeg Council passed a resolution in February 2014 that called on the Federal Government and Canada Post to suspend the CPC delivery changes until a sustained, substantive consultation process with local governments and the public is completed and issues addressed. CMBs were installed in 2014 but staff were not available to describe the administrative processes that were implemented.

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SUMMARY

Canada Post began the transition from door-to-door mail delivery to CMBs as identified in the Five Point Action Plan in 2014. CMBs were installed in eleven municipalities in 2014 and many more are planned for 2015.

FCM and AMO lobbied on behalf of their member municipalities to express concerns about the change in service, request more consultation, ensure costs are not downloaded and identify the importance of age/disability friendly communities.

Municipal reactions to the CPC Five Point Action Plan are varied. Some municipalities have passed resolutions expressing a desire to maintain door-to-door mail service, objecting to the plan and/or have requested CPC carry out more extensive public consultation. In all locations, the CPC CMB conversion process proceeded as scheduled under the CPC-lead engagement process.

Given CPC's authority under federal legislation, municipalities do not have the authority to approve nor reject proposed locations. However, CPC is requesting municipal review of their proposed CMB locations prior to talking to homeowners. All municipalities contacted have worked with CPC to protect the interests of the community during the process. The municipal administrations that have provided comment on proposed CMB locations have generally found CPC responsive to these comments. Where CMBs have been installed, CPC has continued to respond to issues and have relocated CMBs where necessary.

Canada Post has committed to consulting with adjacent homeowners on the siting of new CMBs in existing neighbourhoods. Discussions with municipalities that have worked with CPC suggests that the process works reasonably well and CPC have been responsive to homeowner concerns. The standard CPC engagement process does not include public "town hall" style meetings although CPC staff have presented to Municipal Councils and have attended neighbourhood association or service group meetings. The omission of public meetings that identify locations under the standard CPC engagement strategy does not enable a neighbourhood discussion; however, it does avoid the potential for ill feelings between individual homeowners where proposed CMB locations shift from one location to another.

Discussions with municipalities in which installations have occurred reveal that post-installation issues are inevitable given the number of locations proposed and addresses served. Some of the post-installation issues related to catchment areas and individual routes of travel to the CMB. London staff have not been provided with the proposed catchment area for each CMB.

Given CPC is in control of CMB locating and placement, the vast majority of municipalities have left control of public engagement to CPC and have directed all individual concerns to CPC. CPC has established a dedicated line (1-844-454-3009) for residents with concerns about the conversion from door-to-door delivery to CMBs. Residents can also receive information regarding this initiative, including answers to frequently asked questions, at www.canadapost.ca.

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Acknowledgements

This report was prepared with input from Gary Irwin, Division Manager, Geomatics and Chief Surveyor and was reviewed by Jim Barber, Managing Director Corporate Services and City Solicitor.

PREPARED BY:	REVIEWED BY:
DOUG MACRAE, P. ENG DIVISION MANAGER, TRANSPORTATION PLANNING & DESIGN	EDWARD SOLDO, P. ENG. DIRECTOR, ROADS AND TRANSPORTATION
RECOMMENDED BY:	
JOHN BRAAM, P.ENG. MANAGING DIRECTOR, ENVIRONMENTAL AND ENGINEERING SERVICES & CITY ENGINEER	

Appendix A: FCM CPC Generic Municipal CMB Agreement

- c: G. Kotsifas, Managing Director Development and Compliance Services
- J. Barber, Managing Director Corporate Service and City Solicitor

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Appendix "A"

**FEDERATION OF CANADIAN MUNICIPALITIES
Generic Legal Agreement**

THIS AGREEMENT made in triplicate this _____ day of _____ 20__ .

BETWEEN

(Hereinafter called the "Municipality")

OF THE FIRST PART;

AND

CANADA POST CORPORATION
(Hereinafter called "Canada Post")

OF THE SECOND PART;

WHEREAS pursuant to the *Canada Post Corporation Act*, R.S.C. 1985, c. C-10, Canada Post was established as Agent of Her Majesty to, inter alia, establish and operate a postal service for the collection, transmission and delivery of mail and to provide such products and services as are, in the opinion of Canada Post, necessary or incidental to such postal service;

AND WHEREAS the Mail Receptacles Regulations, made pursuant to the *Canada Post Corporation Act* with the approval of the Governor in Council, authorize Canada Post to install, erect or relocate, or cause to be installed, erected or relocated in any public roadway, any receptacle or device to be used for the collection, delivery or storage of mail;

AND WHEREAS Canada Post desires to install, erect and relocate, when necessary, such receptacles or devices, commonly referred to as "Community Mailboxes", at specific convenient locations on public roadways within the Municipality, title to which is vested in the Municipality;

AND WHEREAS the title to the public roadways is vested in the Municipality;

AND WHEREAS the Parties hereto desire to enter into an Agreement governing Community Mailbox site selection, liability, maintenance, repair, replacement, removal and relocation;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the Municipality and Canada Post, each in consideration of the execution of this Agreement by the other, mutually agree as follows:

1. In this Agreement:

(a) "Council" shall mean the Council of The Corporation of the Municipality of _____ ;

(b) "Municipal Official" shall mean the _____ ;
[title of Municipal Official]

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- (c) “Municipality” shall mean The Corporation of _____ ;
 - (d) “Roadway” shall include public road allowances, highways, streets, lanes, walkways, sidewalks, and boulevards within the jurisdiction of the Municipality;
 - (e) “Utility” shall include [list all utilities currently in road allowance] or such other public or private utility companies permitted by the Municipality to use the roadway.
2. Subject to the terms and conditions herein contained, Canada Post shall:
- (a) install, erect and relocate, when it deems necessary, Community Mailboxes only at specific locations on roadways within the Municipality, the suitability of which sites having been established in accordance with Canada Post’s location criteria and subsequently reviewed and approved by the Municipal Official (which review will be expeditious and which approval shall not unreasonably be withheld) in accordance with the details which are attached hereto as Schedule “A”, which Schedule shall form part of the Agreement;
 - (b) at its expense, satisfactorily maintain such Community Mailboxes, including concrete slabs and access pads, landscaping and Community Mailbox sites and including, without limitation, general upkeep and litter control on a regular basis;
 - (c) provide, at its own expense, for snow clearing of the areas adjacent to the Community Mailboxes to provide access thereto during the winter for the public; provided, however, that no snow shall be placed on any traveled portion of the roadway or sidewalk by Canada Post or its contractor;
 - (d) indemnify and save harmless the Municipality from and against all claims for injury or damage by whomsoever made, brought or prosecuted, in any manner based upon, arising out of or in any way attributable to the construction, installation, maintenance or use of the Community Mailboxes, except those arising out of the negligence of the Municipality;
 - (e) assume all loss, injury or damage and risk of loss, injury or damage to any works of the Municipality or that of any public utility which may be in, on, over or under the roadway, at the location of the Community Mailboxes, arising out of the construction, maintenance or repair of the said Community Mailboxes, except for that arising out of negligence of the Municipality or any public utility.
3. Should the Municipal Official not approve the suitability of any site for the installation, erection or relocation of Community Mailboxes or should the Municipal Official, in future, desire that any Community Mailbox erected or installed by Canada Post upon a roadway pursuant to the terms of this Agreement, be relocated, the Municipal Official shall immediately so notify Canada Post in writing and such notice shall set forth the reasons for such disapproval or desire for relocation. Forthwith upon receipt of such notice, Canada Post and the Municipal Official shall work together in good faith to expeditiously resolve the Municipality’s concerns and objectives in this regard and, if required, select an alternative location meeting the approval of the Parties as herein provided. Upon removal of any Community Mailbox from the roadway, Canada Post shall satisfactorily restore the affected portion of the roadway to a standard equivalent to the condition of the roadways in its vicinity, and upon failure of Canada Post to restore the affected portion of the roadway, the Municipality, upon advance notice in writing to Canada Post, may do so at the expense of Canada Post which undertakes and agrees to pay to the Municipality such expenses (including supervisory and clerical work) on demand.
4. Canada Post may at any time, at its sole discretion and for any reason, give notice in writing to the Municipal Official of its intention to remove any or all of the Community Mailboxes from the roadways. Upon removal of any or all Community Mailboxes from the roadways, Canada Post shall satisfactorily restore the affected portion of the roadways to a standard equivalent to the condition of the roadways in its vicinity, and upon failure of Canada Post to restore the affected portion of the roadways, the Municipality, upon advance notice in writing to Canada Post, may do so at the

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expense of Canada Post which undertakes and agrees to pay to the Municipality such expenses (including supervisory and clerical work) on demand. All notices in writing referred to herein shall be conclusively deemed to have been received three (3) days after the date of mailing.

5. Canada Post acknowledges and agrees that the Municipality is the owner of and has jurisdiction over the roadways within the Municipality affected by this Agreement and that the Municipality reserves the right to use the roadway at or on which a Community Mailbox is located for the purposes of constructing and maintaining therein sewers, water mains, electric light and power conduits and cables, telephone conduits, gas lines and all other services and appliances, whether existing or placed therein in the future, and whether under its control or the control of a public utility or other government authority.
6. If, in the event of an emergency, it becomes necessary for Canada Post to do work on, across or along any roadways without consultation with the Municipal Official, then Canada Post shall, as soon as reasonably possible, provide the Municipal Official with details of the emergency and the work done in response thereto. In such emergency situations, Canada Post shall expeditiously restore the roadway to a condition as near as reasonably possible to the condition it was prior to the start of any such work. Upon failure of Canada Post to so restore the roadway, then the Municipality may do so and charge the cost of doing so back to Canada Post. Restoration includes but is not limited to any required repair to the roadway concerned by reason of any settlement of the original restoration work by Canada Post.
7. If, in the event of an emergency, it becomes necessary for the Municipality or other utility to work at any location of a Community Mailbox without the permission of Canada Post, the Municipality shall, as soon as reasonably possible or within 24 hours notice to the Municipality by the utility, provide Canada Post with details of the emergency and the work done in response thereto. In such situations the Municipality or the utility, as the case may be, shall temporarily relocate and anchor any such Community Mailbox in as close proximity to its original site as reasonably possible, having regard to the temporary nature of the relocation to facilitate its continued use in a reasonable and safe manner. The Municipality or the utility, as the case may be, shall expeditiously restore the Community Mailbox location to a condition as near reasonably possible to the condition prior to the start of any such work.
8. Canada Post shall, at its own cost and expense, cause any and all liens or privileges registered pursuant to applicable laws relating to construction liens or privileges on municipal property for labour, services or material alleged to have been furnished or to have been charged by or for Canada Post or anyone on its behalf on the roadways or any improvements or facilities therein or thereon, to be paid, satisfied, released, cancelled and vacated within thirty (30) days after the Municipality shall have sent to Canada Post written notice by prepaid post of any claim for such lien or privilege. Provided, however, that in the event of a bona fide dispute by Canada Post of the validity or correctness of any claim for any such lien or privilege, Canada Post shall not be bound by the foregoing but shall be entitled to defend against the same in any proceedings brought in respect thereof after first paying into court the amount claimed and such costs as the court may direct and registering all such documents as may be necessary to discharge such lien or privilege, or providing such other security in respect of such claim as will result in the discharge of such lien or privilege. In respect to such liens or privileges, Canada Post in addition hereby covenants and agrees to indemnify and keep indemnified the Municipality of all liability or judgments arising out of any liens or privileges registered as a result of the construction of a Community Mailbox and its related facilities by Canada Post, its contractors, subcontractors, material suppliers and workers.
9. Any notice required to be given to the Municipality hereunder shall be sufficiently given personally or delivered or sent by prepaid priority courier addressed to:

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and any such notice, if mailed, shall be deemed to have been received by the Municipality on the second business day after the date on which it shall have been so mailed.

Any notice required to be given to Canada Post hereunder shall be sufficiently given personally or delivered or sent by prepaid courier addressed to:

CANADA POST CORPORATION

and any such notice, if mailed, shall be deemed to have been received by Canada Post on the second business day after the date on which it shall have been so mailed.

- 10. This Agreement incorporates all the terms and conditions governing the installation, erection and relocation of Community Mailboxes on roadways within the Municipality and there is no representation or collateral agreement affecting this Agreement other than as expressed herein in writing.
- 11. This Agreement may not be assigned or transferred by either party without the prior written consent of the other party.
- 12. This Agreement shall be binding upon the Parties hereto, their successors and assigns.

IN WITNESS WHEREOF the Parties have caused their respective corporate seals to be hereto affixed as attested by the hands of their respective proper officers in that behalf the day of the year first above written.

THE CORPORATION OF THE

Per:

Per:

CANADA POST CORPORATION

Per: