

TO:	CHAIR AND MEMBERS STRATEGIC PRIORITIES AND POLICY COMMITTEE MEETING ON SEPTEMBER 14, 2015
FROM:	JOHN BRAAM, P.ENG. MANAGING DIRECTOR, ENVIRONMENTAL & ENGINEERING SERVICES AND CITY ENGINEER
SUBJECT:	COMMUNITY MAILBOX INSTALLATION AGREEMENT

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 Community Mailbox Installations:

- a) That the draft Federation of Canadian Municipalities agreement **BE APPROVED** as the basis for negotiations with Canada Post;
- b) Civic Administration **BE DIRECTED** to proceed with negotiations with Canada Post to achieve an agreement that reflects London's concerns and issues on the placement of community mailbox's on the municipal right of way.

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

BACKGROUND

Purpose

On July 28, 2015 September 1, 2015 the Municipal Council resolved that:

The Managing Director, Environmental and Engineering Services and City Engineer **BE DIRECTED** to:

- i) bring forward the draft proposed agreement with Canada Post, as directed by the Municipal Council on July 28, 2015, to the SPPC at its meeting on September 14, 2015; and
- ii) liaise with Canada Post to obtain a clear, easy-to-understand list of proposed Community Mailbox locations, and to make that list available to the public,

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including the various concerns raised by the City of London in relation to specific locations;

The purpose of this report is to provide Municipal Council the draft proposed agreement and proceed with the direction to negotiate an agreement with Canada Post in order to achieve an agreement on the placement of community mailbox's on the municipal right of way.

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.

DISCUSSION

The proposed draft agreement (Attachment A) relating to Community Mailboxes (CMB), submitted to the March 3rd, 2015 meeting of the Civic Works Committee, is being resubmitted as the document will serve as the basis for negotiations with Canada Post. A draft financial agreement is also attached (Attachment B). These forms of agreement have already been utilized by numerous municipalities in Ontario.

In the course of the negotiations with Canada Post concerning the standards and guidelines to be included in the agreement, Civic Administration propose to address the following issues which appear to have been canvassed by other municipalities in their negotiations with Canada Post:

- a) Integration of the Agreement Process with the Work Approval Permit process under the Streets By-law as has occurred in some municipalities;
- b) Consistency of the locational standards with existing London locational standards and guidelines for CMB's in new development;
- c) Evidence of Insurance with respect to CMB's;
- d) Identification of the location of current residential and business mailboxes by postal code as the CMB program is rolled out;

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- e) Identification of the number and location of CMB's that will be installed (including CMB's which have been installed prior to the date of the agreement);
- f) grandfathering of existing installations under the agreement;
- g) Canada Post's Locational Criteria referenced in paragraph 2(a) of the draft Agreement;
- h) Planned timelines for implementation;
- i) Design options for community mailboxes being considered by Canada Post for possible inclusion in the Work Approval Permit Application;
- j) Canada Post's siting guidelines and performance standards for assessing site feasibility;
- k) Canada Post's communications plans to inform and seek public input about the conversion to community mailboxes;.
- l) Canada Post's plan for ensuring access to CMB's having regard to factors such as literacy, linguistic, cognitive and mobility barriers to ensure equal treatment of Londoners;
- m) Delivery options for areas where community mailboxes are not feasible;
- n) Costs of municipal services associated with the implementation and operation of CMB's which may include: community mailbox siting and installation, traffic management, snow clearing and litter collection;
- o) installation of CMB's entirely at Canada Post's expense;
- p) Canada Post's responsibility for maintenance including snow-clearing, graffiti-removal and litter pick up including information to be provided by Canada Post encouraging "good-neighbour" letters encouraging appropriate behaviors relating to the use of CMB's;
- q) Lighting;
- r) Street-facing Community Mailboxes responsibility for accessible curb cuts to be constructed at the cost of Canada Post; and
- s) Compliance with London's by-laws and policies respecting trees in the road allowance.

SUMMARY

Canada Post began the transition from door-to-door mail delivery to CMBs as identified in the Five Point Action Plan in 2014. CPC is in control of CMB locating and placement. 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

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information regarding this initiative, including answers to frequently asked questions, at www.canadapost.ca.

CPC has been entering into agreements with municipalities to clarify operational responsibilities related to CMBs. The City of London does not have an agreement with CPC regarding new or proposed CMBs. The attached generic agreement would form the basis to initiate negotiations in order for the final agreement to reflect the issues and concerns identified by the City of London.

Acknowledgements

This report was prepared with input from Jim Barber, Managing Director Corporate Services and City Solicitor.

PREPARED BY:	RECOMMENDED BY:
EDWARD SOLDO, P. ENG DIRECTOR, ROADS AND TRANSPORTATION	JOHN BRAAM, P.ENG. MANAGING DIRECTOR, ENVIRONMENTAL AND ENGINEERING SERVICES & CITY ENGINEER

Attachment A: Generic Legal Agreement
Attachment B: Memorandum of Payment

cc J. Barber, Managing Director Corporate Service and City Solicitor

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Attachment "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 WINESETH 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 _____ ;

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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 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

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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:

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: _____

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CANADA POST CORPORATION

Per:

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SCHEDULE "A"

**STANDARDS AND GUIDELINES
FOR THE INSTALLATION OF COMMUNITY MAILBOXES**

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ATTACHMENT :B”

MEMORANDUM OF PAYMENT

Canada Post which, pursuant to the Canada Post Corporation Act R.S.C., 1985, c. C-10, is mandated with the operation of a postal service in Canada for the universal collection and delivery of messages and goods, announced that, as part of its Five-point Action Plan, it will convert the remaining [] of addresses that have delivery to the door to community mailbox delivery.

Canada Post is committed to working with local communities in the installation of community mailboxes in areas where delivery had been to the door. Recognizing that working cooperatively with local communities will consume some municipal administrative resources, and in light of Canada Post’s exemption to regular municipal fees and taxes, Canada Post is voluntarily making a payment of \$ for each site where a community mailbox is installed as part of the delivery conversion program.

In the case of the Municipality of , it acknowledges the payment of \$_____ as payment with respect to the installation of community mailboxes at _____ sites within the municipality.

For the Municipality of

Signature

Name

Title

For Canada Post Corporation

Signature

Name

Title
