



**TOWN OF AURORA**  
**ADDITIONAL ITEMS**  
**FOR COUNCIL MEETING**

**Tuesday, August 11, 2015**  
**7 p.m.**  
**Council Chambers**

- **Replacement Page 2 (Agenda page 121) for Item 10 – IES15-047 – Water Operator Vacancy – Four-Month Gapping Rule** Pg. 1
  
- **Item 23 – LLS15-051 – Canada Post Community Mailbox Installations on Town Roadways** Pg. 2

**RECOMMENDED:**

THAT Report No. LLS15-051 be received; and

THAT the Town issue a blanket Road Allowance Excavation Permit to Canada Post (through its contractor) in exchange for completion of a permit application and payment of \$50.00 for each site in Aurora where a community mailbox is installed as part of Canada Post's delivery conversion program; and

THAT the Director of Infrastructure & Environmental Services be authorized to execute the Memorandum of Payment on behalf of the Town regarding Canada Post's installation of community mailboxes in Aurora, including any and all documents and ancillary agreements required to give effect to same; and

THAT the Director of Infrastructure & Environmental Services be authorized to execute a Community Mailbox Installation Agreement on behalf of the Town regarding Canada Post's installation of community mailboxes in Aurora, including any and all documents and ancillary agreements required to give effect to same.

- **Item 24 – Memorandum from Mayor Dawe** Pg. 26  
**Re: Exemption to the Town's Sign By-law – 2015 Magna Hoedown Event, September 18-19, 2015**

RECOMMENDED:

THAT the memorandum regarding Exemption to the Town's Sign By-law – 2015 Magna Hoedown Event, September 18-19, 2015, be received; and

THAT an exemption from the Town's Sign By-law special events provisions be granted for the 2015 Magna Hoedown to permit special events signs to be posted for more than fourteen (14) days in advance of the event.

- **Item 25 – Memorandum from Director of Infrastructure & Environmental Services** Pg. 27  
**Re: Removal of Item 9 – Report No. IES15-046 – Additional Winter Maintenance Resources**

RECOMMENDED:

THAT the memorandum regarding Removal of Item 9 – Report No. IES15-046 – Additional Winter Maintenance Resources be received; and

THAT this item be removed from the August 11, 2015 Council meeting agenda.

- **Closed Session Item 4 – A proposed or pending acquisition or disposition of land by the Town or Local Board (section 239(2)(c) of the *Municipal Act, 2001*; Re: Report No. PL15-065 – Agreement of Purchase and Sale for 33 Eric T. Smith Way**
- **Closed Session Item 5 – A proposed or pending acquisition or disposition of land by the Town or Local Board (section 239(2)(c) of the *Municipal Act, 2001*; Re: Report No. PL15-066 – Agreement of Purchase and Sale for 21 Eric T. Smith Way**

August 11, 2015

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Report No. IES15-047

### **ALTERNATIVE(S) TO THE RECOMMENDATIONS**

Council could choose not to waive the four month gapping rule for the Water Operator position. This alternative will impact the water, wastewater and stormwater operations and may expose the corporation to additional risk related to meeting legislative requirements of water and wastewater regulations.

### **FINANCIAL IMPLICATIONS**

As part of the 2015 Budget Approval, Council adopted a four month gapping rule for a total savings of \$50,000 on the total operating budget for the Town. The current base salary grid range for the Water Operator position is \$54,960 to \$61,060. The waiver of the four month gapping time is expected to have an impact of approximately \$10,000, based on the expected replacement cost and anticipated expedited recruitment duration of two months. The two month period expected for the recruitment process will result in a salary savings of approximately \$10,000.

### **CONCLUSIONS**

A Water Operator position will be vacant as of August 14, 2015. Due to staffing constraints with water and wastewater system licencing and the need to comply with mandated legislative requirements, it is recommended that Council waive the four month gapping requirement and permit staff to immediately recruit for this position.

### **ATTACHMENTS**

None

### **PRE-SUBMISSION REVIEW**

Interim Chief Administrative Officer – August 6, 2015

*Prepared by: Ilmar Simanovskis, Director Infrastructure and Environmental Services, ext. 4371*

  
\_\_\_\_\_  
**Ilmar Simanovskis**  
**Director, Infrastructure & Environmental Services**

  
\_\_\_\_\_  
**Patrick Moyle**  
**Interim Chief Administrative Officer**



**TOWN OF AURORA  
COUNCIL REPORT**

**No. LLS15-051**

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**SUBJECT:** *Canada Post Community Mailbox Installations on Town Roadways*  
**FROM:** *Warren Mar, Director of Legal & Legislative Services/Town Solicitor*  
**DATE:** *August 11, 2015*

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**RECOMMENDATIONS**

*THAT Report No. LLS15-051 be received; and*

*THAT the Town issue a blanket Road Allowance Excavation Permit to Canada Post (through its contractor) in exchange for completion of a permit application and payment of \$50.00 for each site in Aurora where a community mailbox is installed as part of Canada Post's delivery conversion program; and*

*THAT the Director of Infrastructure & Environmental Services be authorized to execute the Memorandum of Payment on behalf of the Town regarding Canada Post's installation of community mailboxes in Aurora, including any and all documents and ancillary agreements required to give effect to same; and*

*THAT the Director of Infrastructure & Environmental Services be authorized to execute a Community Mailbox Installation Agreement on behalf of the Town regarding Canada Post's installation of community mailboxes in Aurora, including any and all documents and ancillary agreements required to give effect to same.*

**PURPOSE OF THE REPORT**

The purpose of this report is to provide Council with information regarding the request by Canada Post to obtain a Road Allowance Excavation Permit from the Town in exchange for, among other things, the payment of \$50.00 for each site where a community mailbox is installed as part of Canada Post's delivery conversion program.

**BACKGROUND**

Canada Post is in the process of a five-year community mailbox initiative to convert households that still receive their mail door-to-door to community mailbox delivery. Planned installation of said community mailboxes in Aurora are scheduled to occur in August and September 2015, according to new information provided by Canada Post.

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**Report No. LLS15-051**

At the May 26, 2015 Council meeting, Council adopted By-law Number 5733-15, being the Excavation and Installation on Highways By-law (the "By-law"). This by-law purported to regulate, among other items, the placement of community mailboxes within the Town's right-of-ways.

On June 11, 2015, Justice Whitten released the decision in the litigation between in *Canada Post Corporation v. City of Hamilton*. As a result of the decision, the City of Hamilton by-law purporting to regulate and charge a fee associated with the placement of community mailboxes was deemed to be inapplicable with respect to community mailboxes by or on behalf of Canada Post.

Accordingly, section 41 of the By-law could also be read to apply the decision in *Canada Post Corporation v. City of Hamilton*, thereby also exempting the installation of community mailboxes from application of the By-law. Section 41 of the By-law states: "*If a court of competent jurisdiction declares any provision, part, or section of this By-law to be invalid or ultra vires of the Town, the offending provision, part, or section of this By-law shall be deemed severable, and the remainder of this By-law shall continue to be valid and of full force and effect.*" While a court has not explicitly ruled on the By-law itself, the ruling in *Canada Post Corporation v. City of Hamilton* is the most current interpretation of municipal powers in relation to Canada Post community mailbox installation, and would apply in any interpretation or application of the By-law.

Given the Region of York Director of Prosecutions' previous position that if Canada Post were to place community mailboxes in contravention of the By-law, the Region would hold off on prosecution pending the City of Hamilton versus Canada Post court decision, it is expected that the Region would not prosecute any community mailbox violations under the By-law now that the decision in *Canada Post Corporation v. City of Hamilton* has been rendered against municipalities.

## **COMMENTS**

On August 6, 2015, a contractor for Canada Post submitted a permit application to construct community mailboxes across various locations in Aurora. The total number of locations applied for in the permit totalled 142, but it is understood from Canada Post that 179 locations will eventually contain new community mailboxes. This is an increase over the originally proposed 127 new community mailbox locations in Aurora. The remaining locations will be addressed separately, as various issues are addressed by Canada Post.

While Canada Post's position, as stated in the attached letter, is that it has full authority to install community mailboxes in municipal rights-of-way, it is willing to cooperate with municipalities and municipal requirements. In recognition of the ongoing work of Town staff to review the Canada Post installation plans, Canada Post is offering a fee of \$50.00 per location where a community mailbox is installed as part of its delivery

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**Report No. LLS15-051**

conversion program. For 179 locations, this amount totals \$8,950.00.

While this amount is below the current minimum permit fee of \$128.00, and Canada Post is not willing to provide securities for its works on Town property, the contractor for Canada Post has fulfilled the other material requirements of the permit process under the By-law. Given the state of the law in this jurisdictional matter between Canada Post and municipalities, Town staff are prepared to recommend acceptance of Canada Post's offer and willingness to generally abide by the permit process.

In addition, Canada Post informed the Town that it is continuing to work with area residents to address some of their concerns regarding the location of the community mailboxes. Canada Post representatives have urged residents concerned with the location and placement of the community mailboxes to contact Canada Post directly – not the Town. Through the permit process, Town staff in IES will continue to review the community mailbox installations to ensure that Town infrastructure concerns are properly addressed.

Finally, Canada Post representatives have expressed a willingness to enter into a Community Mailbox Installation Agreement with the Town, on the terms contained in the precedent agreement attached to this report. This type of agreement is in place between Canada Post and other municipalities in Ontario (e.g., Oakville). After review of the agreement, staff are amenable to the Town executing such an agreement, as it clarifies the relationship between Canada Post and the Town regarding a number of community mailbox matters, including snow clearing, liability, and emergency works within the municipal right-of-way.

#### **LINK TO STRATEGIC PLAN**

None.

#### **ALTERNATIVE(S) TO THE RECOMMENDATIONS**

1. THAT the Town not issue the requested By-law permits for \$50.00 per location and/or not execute the Community Mailbox Installation Agreement with Canada Post. Failure to accept the suggested fee will likely result in no payment being made to the Town and Canada Post proceeding without co-ordination with Town staff in IES.

#### **FINANCIAL IMPLICATIONS**

The suggested payment of \$50.00 per location for 179 proposed locations equals a total payment of \$8,950.00 towards the Town's administrative costs associated with the permit review.

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Report No. LLS15-051

## **PREVIOUS REPORTS**

1. Report No. PL15-047 – Town Regulation of Canada Post Community Mailbox Installations on Municipal Roadways, dated May 26, 2015.

## **CONCLUSIONS**

Canada Post's contractor has been working with the Town on the installation of community mailboxes under Canada Post's delivery conversion program. At this time, Canada Post is willing to move ahead with the permit process, but only providing a \$50.00 fee per location and no additional securities. Given the current legal decision regarding Canada Post and jurisdiction over municipal right-of-ways, and Canada Post's willingness to work with the Town on addressing Town infrastructure concerns, staff are recommending that the Town accept Canada Post's offer and the execution of a Community Mailbox Installation Agreement.

## **ATTACHMENTS**

1. Permit Application from Sher Box Maintenance Inc. (contractor and agent for Canada Post).
2. Letter from Canada Post regarding the payment of \$50.00 towards each new community mailbox location.
3. Memorandum of Payment between the Town and Canada Post.
4. Precedent Community Mailbox Installation Agreement.

***Reviewed by: Ilmar Simanovskis, Director of Infrastructure & Environmental Services***



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**Warren Mar**  
**Director of Legal & Legislative**  
**Services/Town Solicitor**



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**Patrick Moyle**  
**Interim Chief Administrative Officer**

**Additional Items for Council Meeting  
Tuesday, August 11, 2015**

Attachment 1



APPLICATION AND PERMIT FOR  
ROAD ALLOWANCE EXCAVATION PERMIT # \_\_\_\_\_

APPLICATION DATE: August 06, 2015

ADDRESS OF EXCAVATION: Various Locations - list attached

DESCRIPTION OF TOWN PROPERTY IMPACTED:  
(check): Boulevard  Sidewalk  Roadway  Driveway  Lawn

NATURE OF EXCAVATION: Hand Dig  Machine Dig  Trenching  Bore

REASON FOR EXCAVATION: concrete pad installation for community mailboxes

DATE OF EXCAVATION Begin: August 10, 2015 Completion: September 30, 2015

UTILITY IS BEING DONE ON BEHALF OF: \_\_\_\_\_

APPLICANT NAME: Sher Box Maintenance Inc.

(please print)  
ADDRESS: 540 First Street, London N5V 1Z3

TELEPHONE NO.: (519) 451-4349 CONTACT NAME: Jo Ann Nightingale

FAX NO.: (519) 451-8455 EMERGENCY TELEPHONE NO.: ( ) \_\_\_\_\_

WILL TWO-WAY VEHICULAR TRAFFIC BE INCONVENIENCED? YES \_\_\_\_\_ NO \_\_\_\_\_  
Note: Traffic control must follow guidelines in OTM Book 7.

WILL PEDESTRIAN TRAFFIC BE INCONVENIENCED? YES \_\_\_\_\_ NO \_\_\_\_\_

IS THIS WORK RELATED TO ANY OTHER APPLICATION OR APPROVAL OF THE TOWN? YES \_\_\_\_\_ NO \_\_\_\_\_

IF YES, FILE NO.: \_\_\_\_\_

The applicant hereby agrees to the following:

- To take adequate safety precautions at all times, and that all restoration shall be done in accordance with the attached schedule "A";
- To indemnify and hold harmless the Corporation of the Town of Aurora (the "Corporation") from any claim, action, suit or lien whatsoever relating to the work performed on the highway by the Applicant, including but not limiting the generality of the foregoing, to obtain such utility location stakeouts or clearance letters as may be necessary and to indemnify and hold harmless the Corporation for harm occasion to utilities by the actions or works of the Applicant; and
- To provide a minimum deposit of \_\_\_\_\_ for each \$1,000.00 of the estimated cost of the works on or under the highway, which deposit may be used by the Corporation should the Applicant fail to perform the actions or works including restoration works to the standards required by the Town, to repair or restore that portion of the highway or municipal services affected by the actions or works of the Applicant.
- Permit is granted on approval from the Roads/Traffic Supervisor and will be based on a pre-work inspection and securities refunded based on a post-work inspection.
- Permit is valid for 30 days following the approval date.

I HAVE READ AND AGREE TO THE ATTACHED TERMS AND CONDITIONS.

SIGNED AT London Ontario THIS 6th DAY OF August 20 15  
Sher Box Maintenance Inc.  
  
 Signature of Applicant \_\_\_\_\_ duly authorized Person

Application approval is contingent on the acceptance of the attached terms and conditions. Failure of the Applicant to comply with any of these terms and conditions shall result in actions and/or fines as required under the Roadway Excavation Control By-Law.

APPLICATION APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
Director of Public Works

CONDITIONS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

OFFICE USE ONLY:		
CHEQUE # _____	DEPOSIT DATE: _____	Receipt No. : _____

The above works were inspected by \_\_\_\_\_ on \_\_\_\_\_ 20 \_\_\_\_\_  
 (print)

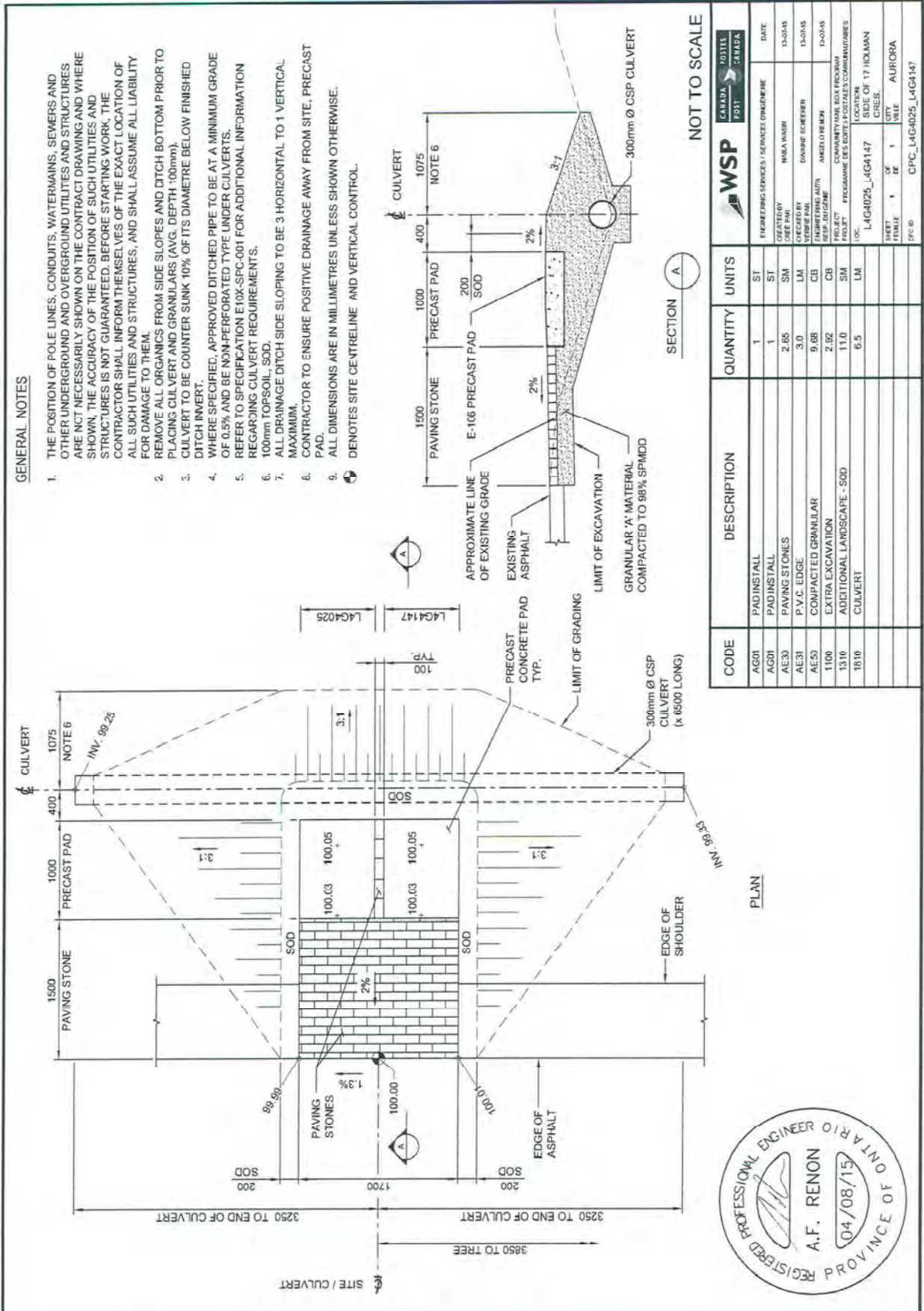
and were found to be acceptable. It is therefore recommended that any security held in conjunction with same be released forthwith.

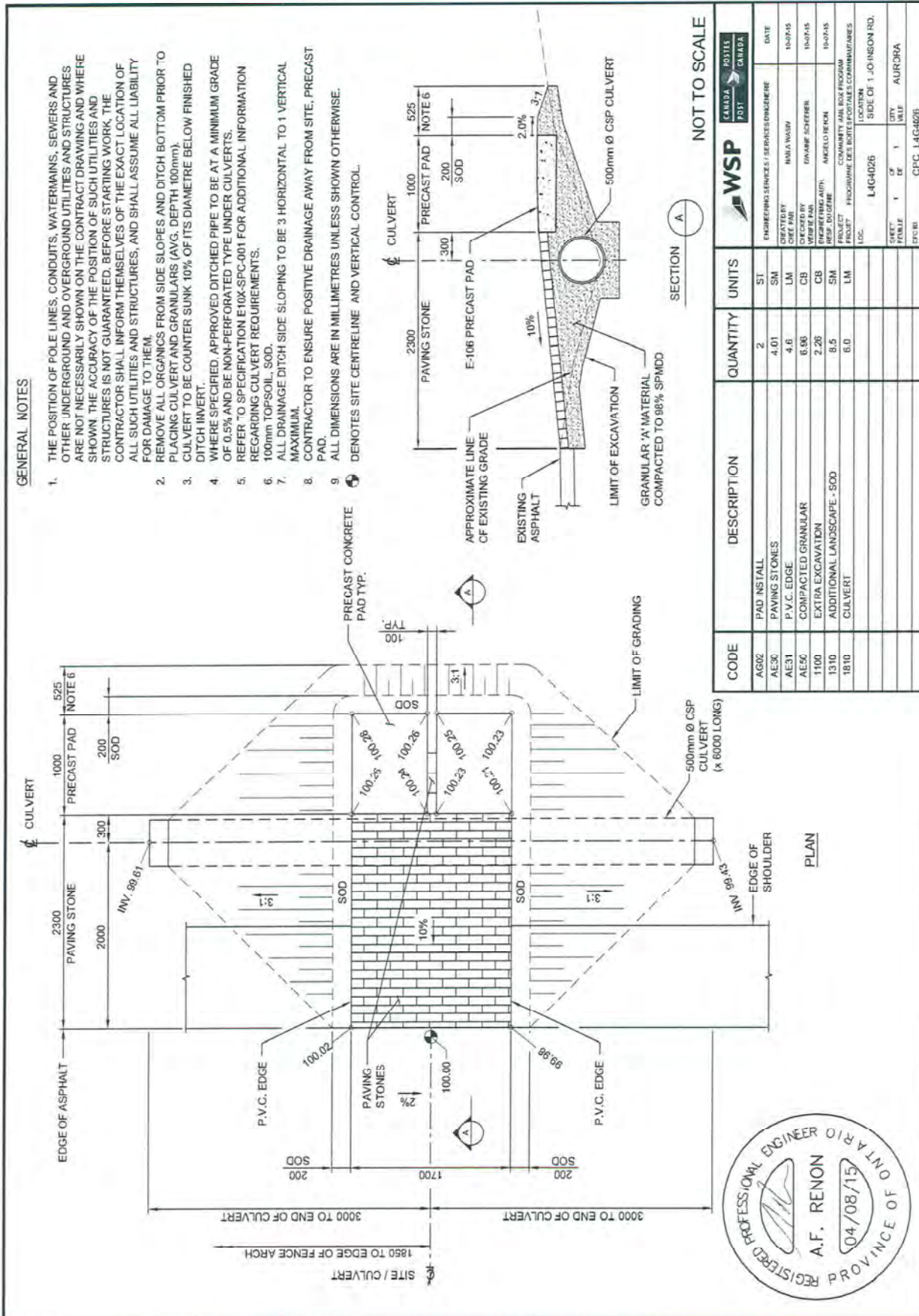
\_\_\_\_\_  
(Signature)



Aurora Mailbox Locations	
BESIDE 114 GOLF LINKS DR	AT 2 ORCHARD HEIGHTS BLVD (southern entrance)
SIDE OF 20 GLENVIEW	SIDE OF 98 WELLINGTON ST E ONWALTON DR
SIDE OF 57 FAIRWAY DR ON STODDART DR	BESIDE 139 SPRUCE ST ON BATSON DR
SIDE OF 33 COSSAR DR ON CORBETT CRES	OPPOSITE FROM 63 MAPLE ST IN GREENSPACE
BESIDE 35 STODDART DR	BESIDE 1 ODIN CRES ON SPRUCE ST
SIDE OF 85 MURRAY DR ON RICHARDSON DR	BESIDE 178 WALTON DR ON AVONDALE CRES
JONES CRT SIDE OF 18 DAVIS RD	BESIDE 75 DAVIS RD ON RICHARDSON DR
SIDE OF 1 HUTCHINSON RD ON RICHARDSON DR	DEVINS DR SIDE OF 23 COPLAND TR
SIDE OF 10 PATRICK DR ON WEBSTER DR	BESIDE 15 LEE GATE ON HENDERSON DR
SIDE OF 37 PATRICK DR ON HUTCHINSON RD	BESIDE 29 NISBET DR ON MURRAYDR
SIDE OF 44 SEATON DR	BESIDE 61 GLASS DR ON SEATON DR
SIDE OF 2 KNOWLES CRES	SIDE OF 2 CHILD DR
SIDE OF 87 CHILD DR	BESIDE 94 CATHERINE AVE ON WALTON DR
SIDE OF 20 RANSOM ST ON TEMPERANCE ST	BESIDE 176 ORCHARD HEIGHTS BLVD ON HILL DR
SIDE OF 20 REUBEN ST ON TEMPERANCE ST	BESIDE 2 AURORA HEIGHTS DR
90 GEORGE ST ON HILLVIEW RD	GREEN SPACE OPPOSITE 90 METCALFE ST
SIDE OF 53 MACHELL AVE	BESIDE 40 HARRISON AVE
4 JASPER DR ON COLLINS CRES	PUBLIC SPACE BESIDE 307 MURRAY DR
BESIDE 40 JASPER DR ON COLLINS CRES	BESIDE 5 SEATON DR ON KNOWLESCRES
SIDE OF 52 TECUMESH DR	BESIDE 97 KENNEDY ST E ON EDWARD ST
SIDE OF 25 KITMAT CRES	GREENSPACE BESIDE 41 KENNEDY ST E
BESIDE 2 HURON CRT	BESIDE 96 COUSINS DR ON EDWARD ST
BESIDE 29 DEVINS DR	BESIDE 10 BAILEY CRES
BESIDE 16 PARKLAND CRT	SIDE OF 49 BAILEY CRES ON ADAIR DR
BESIDE 106 ORCHARD HEIGHTS BLVD ON ST ANDREWS CRT	SIDE OF 17 HOLMAN CRES
BESIDE 51 ST ANDREWS CRT	SIDE OF 1 JOHNSON RD
BESIDE 15 HILL DR	BESIDE 193 KENNEDY ST W ON HIGHLAND CRT
BESIDE 65 HILL DR	BEHIND 8 SPRINGFAIR AVE ON MURRAY DR
BESIDE 68 FOREHT CRES	BESIDE 58 AURORA HEIGHTS DR ON HAIDA DR
SIDE OF 4 MCDONALD DR ON BOULDING DR	OPPOSITE FROM 64 COUSINS DR
SIDE OF 4 WENDERLY DR ON IBERCRT	SIDE OF 17 ALGONQUIN CRES ON HAIDA DR
GREEN SPACE BESIDE 65 ROYAL RD	BESIDE 23 JOHNSON RD
GREEN SPACE OPPOSITE 78 WELLS ST	SIDE OF 2 DAVIS RD ON MURRAY DR
45 TYLER ST	BESIDE 33 MOSLEY ST ON VICTORIA ST
BESIDE 103 METCALFE ST ON EDWARD ST	GREENSPACE OPPOSITE 34 GOLF LINKS DR
OPPOSITE FROM 103 GURNETT ST	SIDE OF 8 SPRINGBURN CRES
BESIDE 2 MOORCREST DR ON BATSON DR	SIDE OF 57 SANDUSKY CRES ON NISBET DR
SIDE OF 8 AVONDALE CRES	GREEN SPACE BESIDE 52 MURRAY DR
BESIDE 146 WALTON DR. ON BATSON DR.	OPPOSITE 30 BROOKLAND AVE
BESIDE 109 BATSON DR. ON WALTON DR.	SIDE OF 81 MURRAY DR ON RICHARDSON DR
OPPOSITE 5 CEDAR CRES	GREENSPACE BESIDE 102 GLASS DR
BESIDE 2 KEYSTONE CRT ON SPRUCE ST	GREEN SPACE OPPOSITE 90 SEATON DR
BESIDE 5 MARY ST	SIDE OF 35 CHILD DR ON RICHARDSON DR
SIDE OF 10 CORBETT CRES	SIDE OF 129 POPLAR CRES
BESIDE 161 MURRAY DR ON SEATON DR	SIDE OF 57 POPLAR CRES
BESIDE 2 OAK CRT ON MARK ST	BESIDE 92 HENDERSON DR
OPPOSITE FROM 156 CENTRE ST	SIDE OF 11 POPLAR CRES
STODDART DR SIDE OF 1 COSSAR DR	BACK OF 24 CASEY CRT ON HENDERSON DR
BESIDE 79 VICTORIA ST ON METCALFE ST	BESIDE 80 KENNEDY ST W ON GEORGE ST
SIDE OF 80 WALTON DR ON MARK ST	SIDE OF 1 DODIE ST ON GEORGE ST
BESIDE 88 KENNEDY ST W ON GEORGE ST	BACK OF 78 SPRINGFAIR AVE ON MURRAY DR
BESIDE 1 BIRCH CRT ON MARK ST	FRONT OF 90 TEMPERANCE ST
BESIDE 141 SPRUCE ST ON BATSON DR	SIDE OF 26 HARRIMAN RD IN PUBLIC SPACE
BESIDE 86 MOORCREST DR ON OLDYONGE ST	BESIDE 1 DUNHAM CRES ON JASPER DR
BESIDE 48 BATSON DR ON OLD YONGE ST	BESIDE 1 BIGWIN DR
GREEN SPACE BESIDE 29 BATSON DR	LAURENTIDE AVE SIDE OF 1 ILLINGWORTH CRT
BESIDE 24 AVONDALE CRES ON WALTON DR	ORCHARD HEIGHTS BLVD BESIDE 29 BANFF DR
BESIDE 136 WALTON DR. ON BATSON DR.	DEVINS DR BESIDE 98 HILL DR
BESIDE 91 SPRUCE ST ON MARK ST	ORCHARD HEIGHTS BLVD SIDE OF 149 DEVINS DR
OPPOSITE FROM 16 MAPLE ST	BESIDE 1 APRIL GDNS ON KEMANORD
CATHERINE AVE BESIDE 40 SPRUCE ST	BESIDE 1 OTTAWA CRT ON AURORAHEIGHTS DR
BESIDE 19 WELLINGTON ST W ON TEMPERANCE ST	BESIDE 2 BANFF DR
BESIDE 70 CATHERINE AVE ON FLEURY ST	BESIDE 37 FOREHT CRES
BESIDE 23 IRWIN AVE ON MACHELL AVE	GREEN SPACE BESIDE 202 AURORAHEIGHTS DR
OPPOSITE FROM 28 CENTRE ST	BESIDE 70 HAMMOND DR
BESIDE 120 CENTRE ST	SIDE OF 19 BOULDING DR
BESIDE 32 MOSLEY ST ON VICTORIA ST	SIDE OF 24 HAIDA DR ON MCDONALD DR
BESIDE 61 WELLINGTON ST E ON WELLS ST	HAIDA DR SIDE OF 126 WELLINGTON ST W
MOSLEY ST SIDE OF 47 WELLS ST	SIDE OF 26 HAIDA DR ON MCDONALD DR
BESIDE 108 WELLS ST ON CONNAUGHT AVE	SIDE OF 40 DUNNING AVE ON CAMERON AVE
BESIDE 38 BERCZY ST ON MOSLEYST	BESIDE 26 COUSINS DR ON GURNETT ST



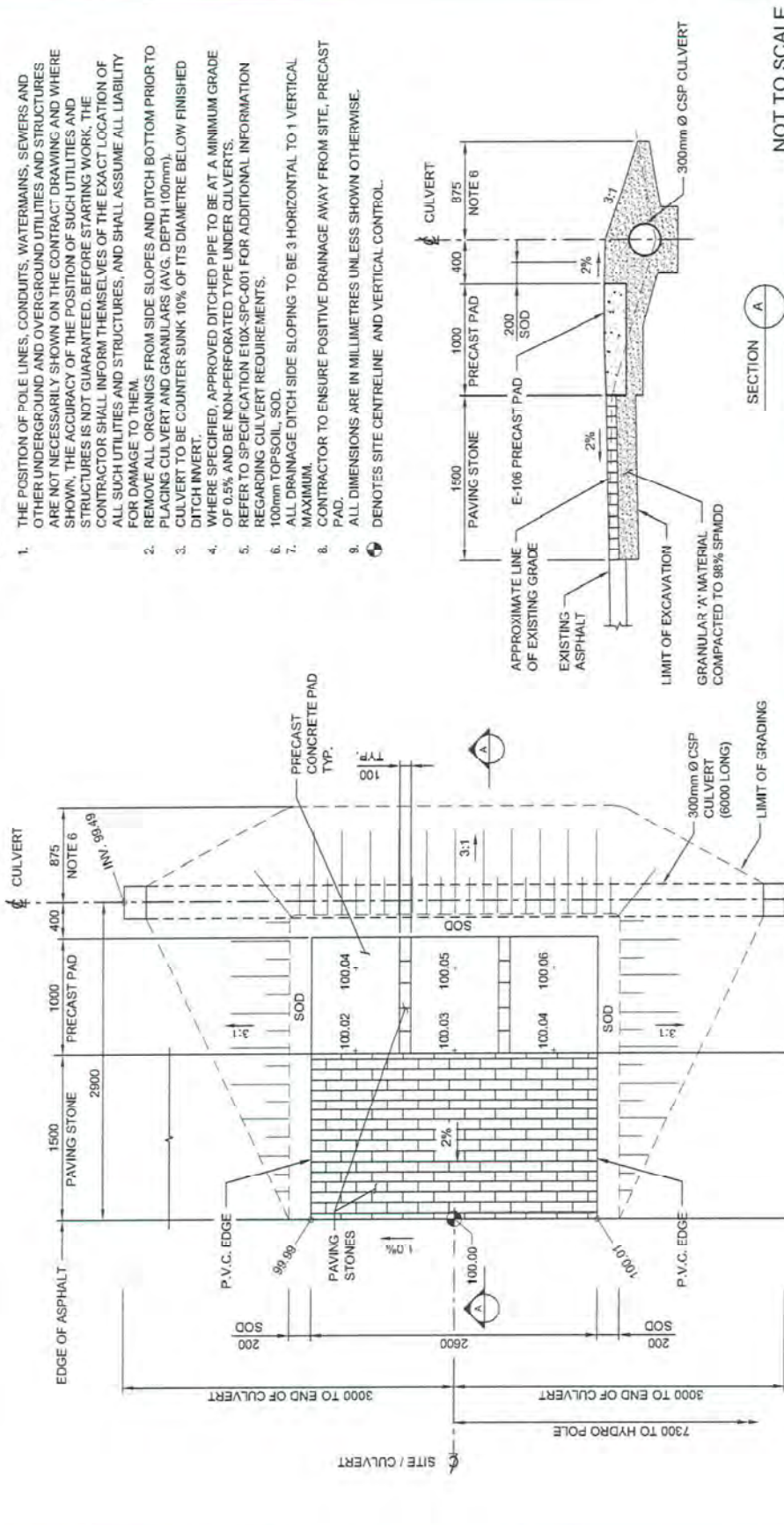






**GENERAL NOTES**

1. THE POSITION OF POLE LINES, CONDUITS, WATERMANS, SEWERS AND OTHER UNDERGROUND AND OVERGROUND UTILITIES AND STRUCTURES ARE NOT NECESSARILY SHOWN ON THE CONTRACT DRAWING AND WHERE SHOWN, THE ACCURACY OF THE POSITION OF SUCH UTILITIES AND STRUCTURES IS NOT GUARANTEED. BEFORE STARTING WORK, THE CONTRACTOR SHALL INFORM THEMSELVES OF THE EXACT LOCATION OF ALL SUCH UTILITIES AND STRUCTURES, AND SHALL ASSUME ALL LIABILITY FOR DAMAGE TO THEM.
2. REMOVE ALL ORGANICS FROM SIDE SLOPES AND DITCH BOTTOM PRIOR TO PLACING CULVERT AND GRANULARS (AVG. DEPTH 100mm).
3. CULVERT TO BE COUNTER SUNK 10% OF ITS DIAMETRE BELOW FINISHED DITCH INVERT.
4. WHERE SPECIFIED, APPROVED DITCH PIPE TO BE AT A MINIMUM GRADE OF 0.5% AND BE NON-PERFORATED TYPE UNDER CULVERTS.
5. REFER TO SPECIFICATION E10X-SPC-401 FOR ADDITIONAL INFORMATION REGARDING CULVERT REQUIREMENTS.
6. 100mm TOP-SOIL, SOD.
7. ALL DRAINAGE DITCH SIDE SLOPING TO BE 3 HORIZONTAL TO 1 VERTICAL MAXIMUM.
8. CONTRACTOR TO ENSURE POSITIVE DRAINAGE AWAY FROM SITE, PRECAST PAD.
9. ALL DIMENSIONS ARE IN MILLIMETRES UNLESS SHOWN OTHERWISE.
10. DENOTES SITE CENTRELINE AND VERTICAL CONTROL.



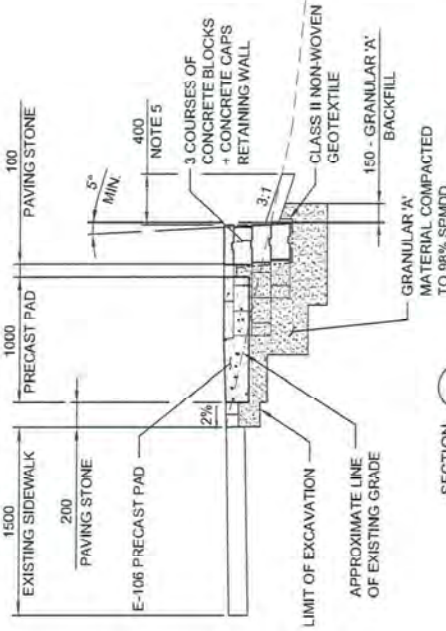
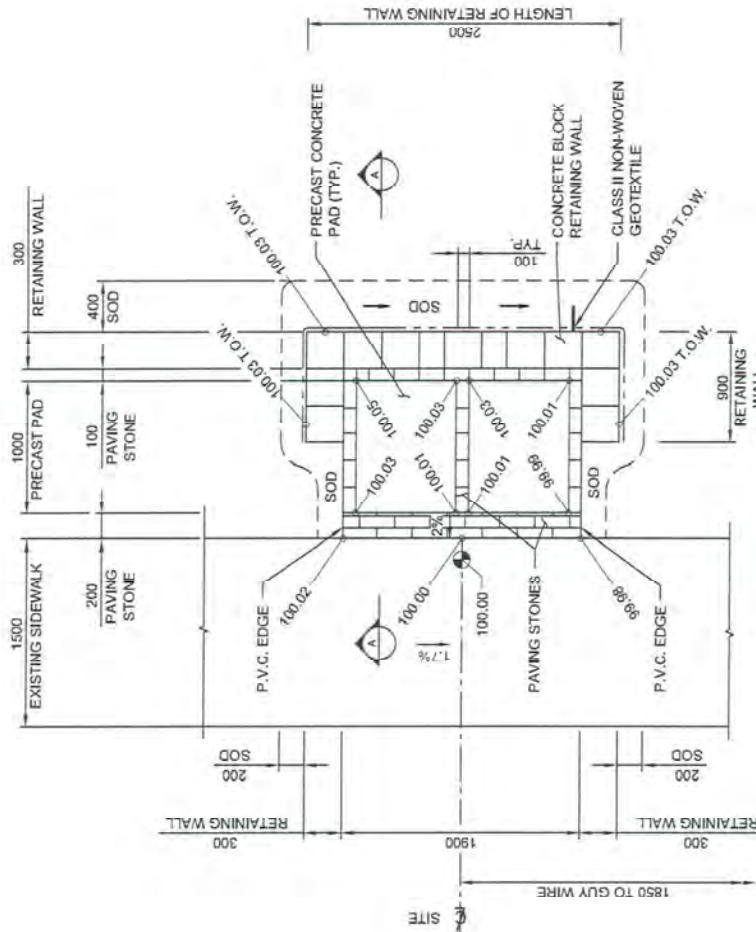
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CODE	DESCRIPTION	QUANTITY	UNITS
AG3	PAD INSTALL	3	ST
AE30	PAVING STONES	4.10	SM
AE31	P.V.C. EDGE	3.0	LM
AL50	COMPACTED GRANULAR	4.42	CB
1100	EXTRA EXCAVATION	2.58	CB
1310	ADDITIONAL LANDSCAPE - SOD	8.5	SM
1810	CULVERT	6.0	LM



**GENERAL NOTES**

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2. REMOVE ALL ORGANICS FROM SIDE SLOPES PRIOR TO PLACING GRANULARS (AVG. DEPTH 100mm).
3. CONCRETE BLOCK RETAINING WALL: 200mm WIDE x 300mm DEEP x 150mm HEIGHT CONCRETE BLOCKS. 300mm DEEP x 300mm WIDE x 75mm HEIGHT PRECAST CAPPING MODULE.
4. CONTRACTOR TO ENSURE POSITIVE DRAINAGE AWAY FROM SITE, RETAINING WALL AND PRECAST PAD.
5. 100mm TOPSOIL, SOD.
6. ALL DRAINAGE DITCH SIDE SLOPING TO BE 3 HORIZONTAL TO 1 VERTICAL MAXIMUM.
7. ALL DIMENSIONS ARE IN MILLIMETRES UNLESS SHOWN OTHERWISE. DENOTES SITE CENTRELINE AND VERTICAL CONTROL.



SECTION A-A

NOT TO SCALE

PLAN

CODE	DESCRIPTION	QUANTITY	UNITS
AG02	PAV INSTALL	2	ST
AL30	PAVING STONES	0.83	SM
AL31	P.V.C. EDGE	1.4	LM
AL50	COMPACTED GRANULAR	0.59	CB
T.B.D.	RETAINING WALL - 200mm WIDE BLOCKS	1.43	SM
1100	EXTRA EXCAVATION	0.97	CB
1310	ADDITIONAL LANDSCAPE - SOD	1.0	SM

DATE	08-04-15
DESIGNED BY	WHA W&P
CHECKED BY	DWANE SCHERER
ENGINEERING ADR	ANGEL RENON
RESP. ALC/CAE	
PROJECT	COMMUNITY BOX PROGRAM
PROJECT PROGRAM DESCRIPTIONS COMMENTS	
LOC	L4C4082
DATE OF ISSUE	08-04-15
FORM 64	
CITY	AURORA
WALL	
CPC ID	CPC_L4C4082

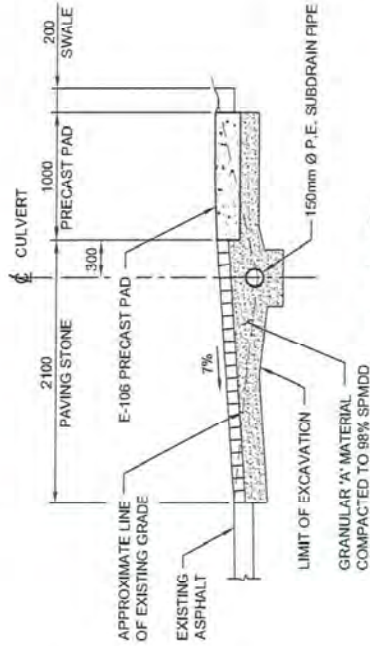
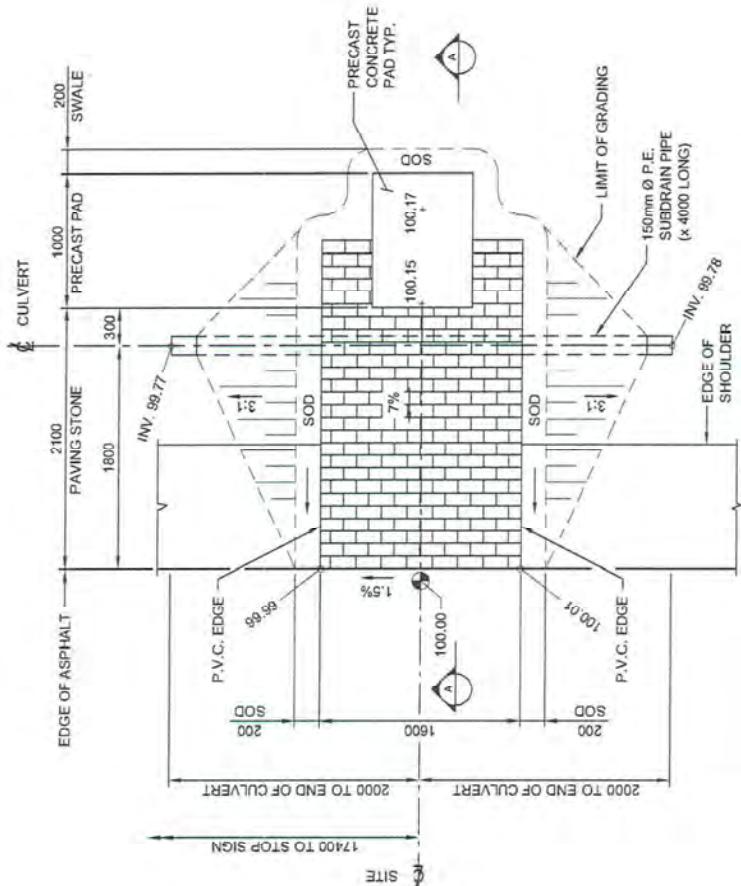






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9. DENOTES SITE CENTRELINE AND VERTICAL CONTROL.



SECTION A-A

NOT TO SCALE

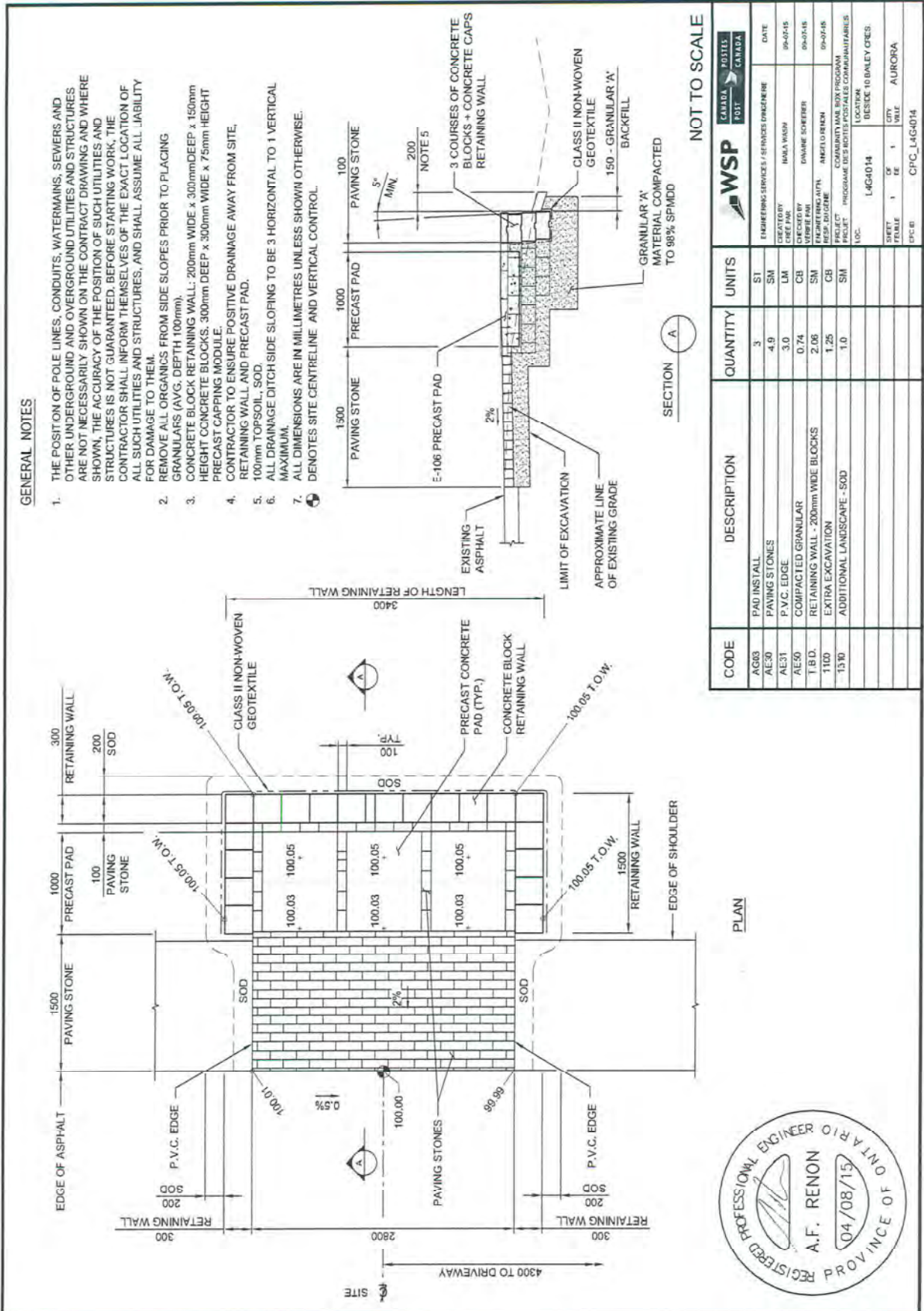
CODE	DESCRIPTION	QUANTITY	UNITS
AG01	PAD INSTALL	1	ST
AE30	PAVING STONES	3.36	SM
AE31	P.V.C. EDGE	4.2	LM
AE50	COMPACTED GRANULAR	1.33	CB
1100	EXTRA EXCAVATION	0.83	CB
1310	ADDITIONAL LANDSCAPE - SOD	5.0	SM
1810	CULVERT	4.0	LM

		ENGINEERING SERVICES / SERVICES D'INGENIERIE CHECKED BY: NANA WADH DRAWN BY: DRAJAN BOKSENER DESIGNED BY: ANKLO RIKEN PROJECT: COMMUNITY MAIL BOX PROGRAM PROJECT PROGRAMME DES BOITES POSTALES COMMUNAUTAIRES LOC: LUG4035
SHEET NO: 1 OF: 1 CITY: AURORA	DATE: 09-20-15 PROJECT NO: 09-20-15 DRAWING NO: 09-20-15	LOCATION: HIGHLAND CRT. BESIDE HIGHWAY 10 CITY: AURORA



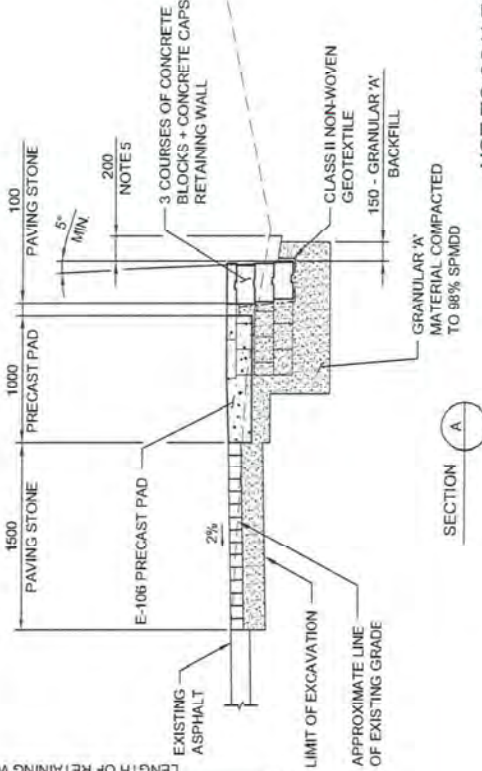
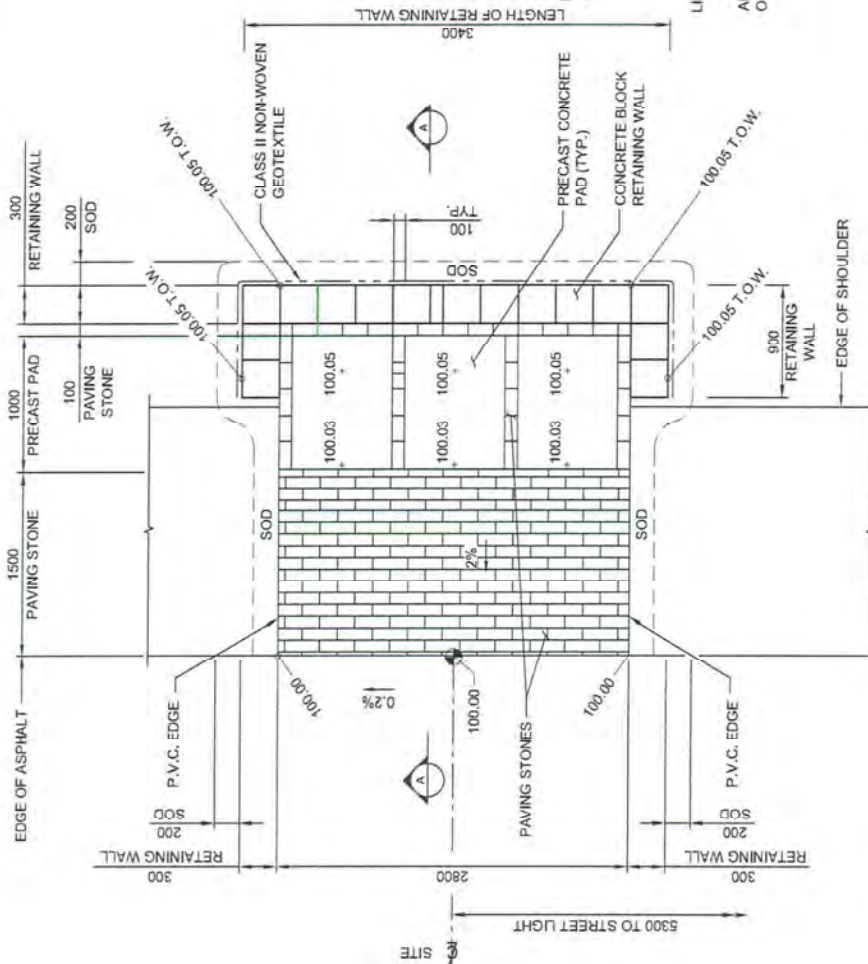






**GENERAL NOTES**

1. THE POSITION OF POLE LINES, CONDUITS, WATERMANS, SEWERS AND OTHER UNDERGROUND AND OVERGROUND UTILITIES AND STRUCTURES ARE NOT NECESSARILY SHOWN ON THE CONTRACT DRAWING AND WHERE SHOWN, THE ACCURACY OF THE POSITION OF SUCH UTILITIES AND STRUCTURES IS NOT GUARANTEED. BEFORE STARTING WORK, THE CONTRACTOR SHALL INFORM THEMSELVES OF THE EXACT LOCATION OF ALL SUCH UTILITIES AND STRUCTURES, AND SHALL ASSUME ALL LIABILITY FOR DAMAGE TO THEM.
2. REMOVE ALL ORGANICS FROM SIDE SLOPES PRIOR TO PLACING GRANULARS (AVG. DEPTH 100mm).
3. CONCRETE BLOCK RETAINING WALL: 200mm WIDE x 300mm DEEP x 150mm HEIGHT CONCRETE BLOCKS. 300mm DEEP x 300mm WIDE x 75mm HEIGHT PRECAST CAPPING MODULE.
4. CONTRACTOR TO ENSURE POSITIVE DRAINAGE AWAY FROM SITE, RETAINING WALL AND PRECAST PAD.
5. 100mm TOP-SOIL, SOC.
6. ALL DRAINAGE DITCH-SIDE SLOPING TO BE 3 HORIZONTAL TO 1 VERTICAL MAXIMUM.
7. ALL DIMENSIONS ARE IN MILLIMETRES UNLESS SHOWN OTHERWISE. DENOTES SITE CENTRELINE AND VERTICAL CONTROL.



NOT TO SCALE

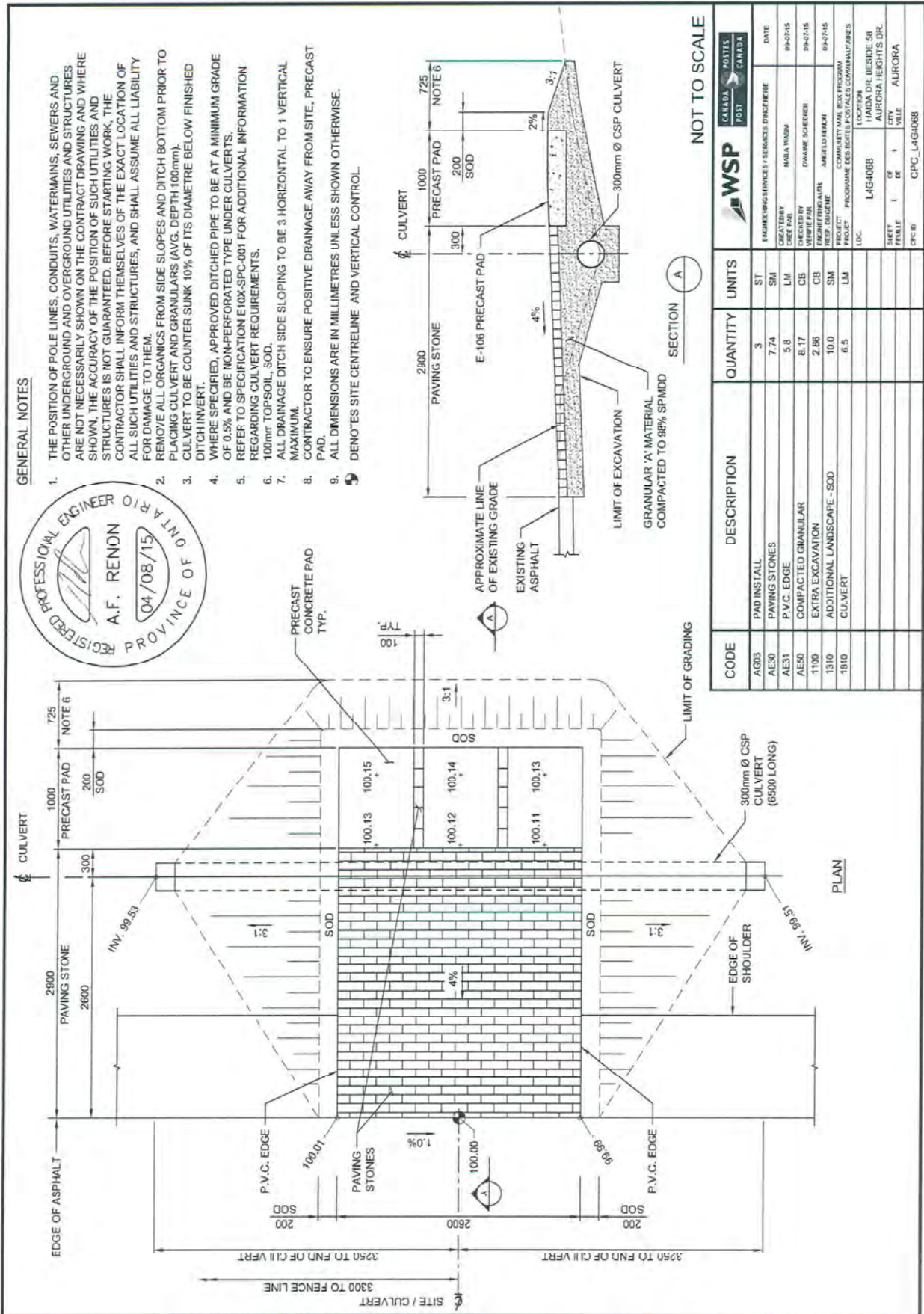


PLAN

CODE	DESCRIPTION	QUANTITY	UNITS
AG03	PAD INSTALL	3	ST
AE30	PAVING STONES	4.90	SM
AE31	P.V.C. EDGE	4.0	LM
AE50	COMPACTED GRANULAR	0.89	CB
T.B.D.	RETAINING WALL - 200mm WIDE BLOCKS	1.61	SM
1100	EXTRA EXCAVATION	1.22	CB
1310	ADDITIONAL LANDSCAPE - SOD	1.0	SM

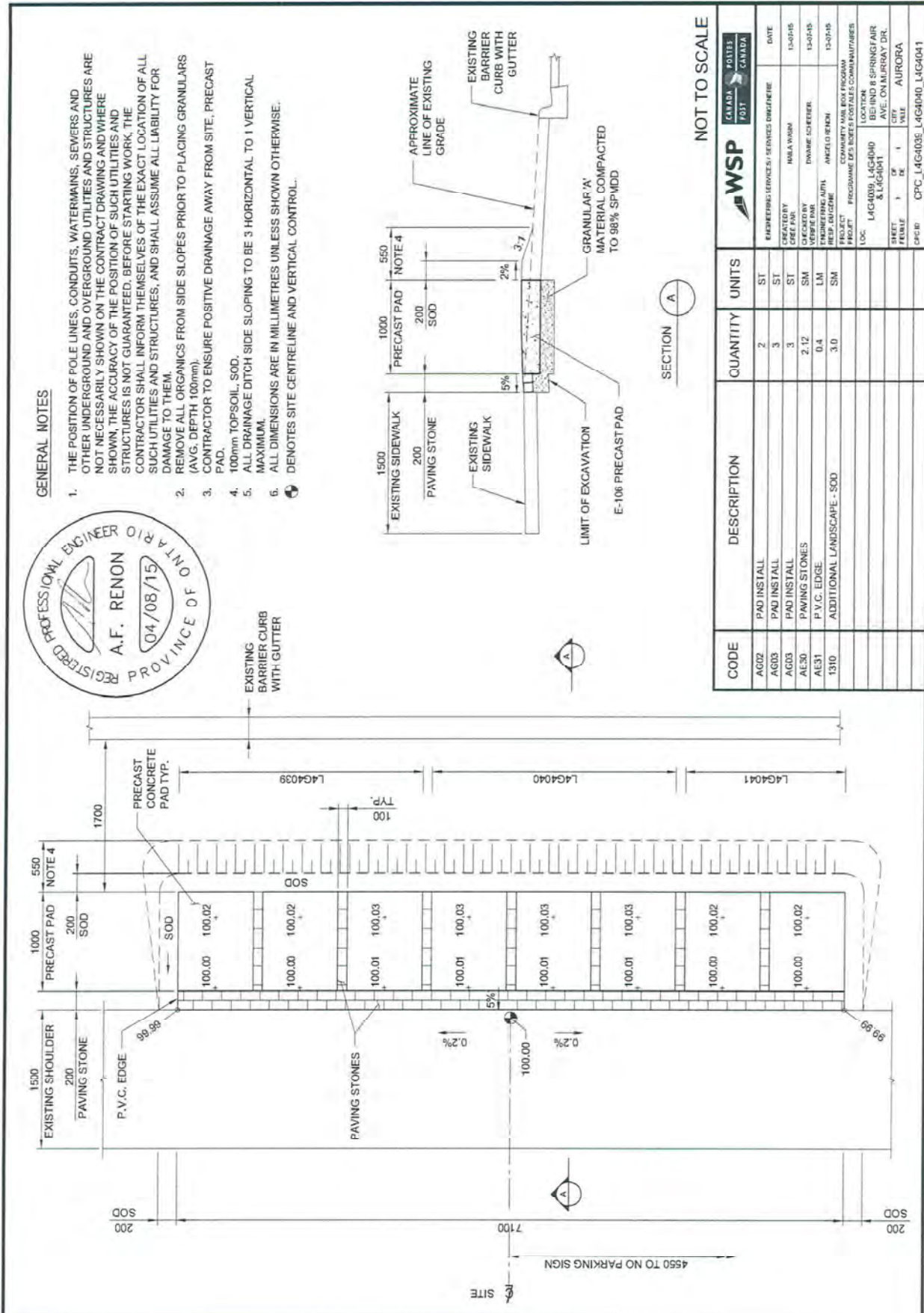
  

DATE	ENGINEERING SERVICES / SERVICES INGENIERIE
CREATED BY	CHIEF PAIR
CHECKED BY	CHIEF PAIR
DESIGNED BY	CHIEF PAIR
PROJECT	COMMUNITY MAIL BOX PROGRAM
LOCATION	PROGRAMME DES BOITES POSTALES COMMUNALES
LOC.	LAG-04015
SHEET NO.	1
TITLE	AURORA
PROJECT NO.	CPC_LAG-04015



<b>WSP</b>	<b>WSP</b>
ENGINEERING SERVICES / SERVICES INGENIERIE	DATE
CREATED BY: NALA WADSWORTH	9/30/15
CHECKED BY: DWARF KOFERER	9/30/15
DESIGNED BY: ANGELO BERNA	9/30/15
PROJECT: COMMUNITY WALL BOCA PROGRAM	PROJECT: PROGRAMME DES MURS COMMUNAUTAIRES
LOCATION: Haida Dr. Beside SR	LOCATION: Haida Dr. Beside SR
SHEET: 1	CITY: AURORA
FILE: 1	DATE: 1
DATE: 1	DATE: 1
CPC#:	CPC# LAG4068





Attachment 2

To: Municipality of Aurora

The administration of a national postal service, which is both a national and international obligation, is the responsibility of the Government of Canada. In order to meet this obligation, Parliament has enacted the *Canada Post Corporation Act* which establishes Canada Post as a Federal Crown Corporation, an agent of Her Majesty the Queen, to administer Canada's postal service on its behalf.

Section 3 of the *Mail Receptacles Regulations* SOR/83-743, under the *Canada Post Corporation Act*, provides authority for Canada Post to install Community Mailboxes (CMBs) on municipality-owned property. It provides as follows:

3. [Canada Post] may install, erect or relocate or cause to be installed, erected or relocated in any public place, including public roadway, any receptacle or device to be used for the collection, delivery or storage of mail.

While Canada Post has the exclusive jurisdiction over postal services in Canada and has the legal authority under the *Canada Post Corporation Act* and its Regulations to install devices for the delivery of mail in any public place, including a public roadway, we also work closely with municipal planning departments to determine suitable CMB locations based on factors such as safety, accessibility, and proximity.

Canada Post has a long history of working with municipalities in the implementation of CMBs, and we have found such collaboration to be beneficial in collectively determining the best solutions to help meet the unique needs of each community. Recognizing that working cooperatively with local communities on this initiative 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 **\$50.00 for each location** where a community mailbox is installed as part of the delivery conversion program.

Thank you for your enquiry and for the opportunity to respond. Canada Post is dedicated to providing all Canadians with the highest level of postal service.

Yours sincerely,

Marc-André LeBlanc  
Senior Managing Counsel / Avocat Conseil Principal  
Canada Post Corporation / Société Canadienne des Postes  
2701 Riverside Drive, Ste N1110, Ottawa ON K1A 0B1

Attachment 3

**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 one third 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 \$50.00 for each site where a community mailbox is installed as part of the delivery conversion program.

In the case of the Municipality of Aurora, it acknowledges the payment of **\$8950** as payment with respect to the installation of community mailboxes at 179 sites within the municipality.

For the Municipality of Aurora

For Canada Post Corporation

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**COMMUNITY MAILBOX INSTALLATION AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_ 201\_ .

**BETWEEN**

\_\_\_\_\_  
(Hereinafter called the "Municipality")

**AND**

CANADA POST CORPORATION  
(Hereinafter called "Canada Post")

**WHEREAS** pursuant to the *Canada Post Corporation Act*, 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 WINESSETH** that the Municipality and Canada Post, each in consideration of the execution of this Agreement by the other, mutually agree as follows:

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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]
- (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 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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.

[Municipality]

\_\_\_\_\_

Per: \_\_\_\_\_

Per: \_\_\_\_\_

**CANADA POST CORPORATION**

Per: \_\_\_\_\_

6

SCHEDULE "A"

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



**Town of Aurora**  
**Office of the Mayor**

## **MEMORANDUM**

**DATE:** August 11, 2015  
**TO:** Members of Council  
**FROM:** Mayor Geoffrey Dawe  
**RE:** Exemption to the Town's Sign By-law – 2015 Magna Hoedown Event,  
September 18-19, 2015

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### **RECOMMENDATION**

***THAT the memorandum regarding Exemption to the Town's Sign By-law – 2015 Magna Hoedown Event, September 18-19, 2015, be received; and***

***THAT an exemption from the Town's Sign By-law special events provisions be granted for the 2015 Magna Hoedown to permit special events signs to be posted for more than fourteen (14) days in advance of the event.***

The Magna Hoedown event is an annual event hosted in the Town of Aurora and supports several local charitable organizations.

The event is in its 27<sup>th</sup> year and to date has raised a significant amount of funds that have been directed within our community. The success of this event relies heavily on community involvement and promotion.

I am therefore requesting that Council consider granting an exemption to the Town's Sign By-law special events provisions to support the promotion of this charitable event.



100 John West Way,  
Box 1000,  
Aurora, ON L4G 6J1  
Phone: 905-727-3123 ext. 4371  
www.e-aurora.ca

**Infrastructure and Environmental  
Services**

## **MEMORANDUM**

**DATE:** August 11, 2015

**TO:** Mayor Dawe and Members of Council

**FROM:** Ilmar Simanovskis, Director of Infrastructure and Environmental Services

**RE:** **Removal of Item 9 – Report No. IES15-046 Additional Winter Maintenance Resources**

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### **RECOMMENDED**

***THAT the memorandum regarding “Removal of Item 9 – Report No. IES15-046 Additional Winter Maintenance Resources” be received; and***

***THAT this item be removed from the August 11, 2015 Council meeting agenda.***

### **COMMENTS**

It is requested that the above report be removed from the August 11, 2015 agenda as staff will be revisiting resource needs through the regular budget process.