

	<u>Mailbox Damage Policy</u>	<u>Amended:</u>
	<u>Policy Number: Public Works – Highway Division</u>	22-1
	<u>Adopted: October 25, 2022</u>	<u>Related Form(s) and Policy(ies):</u>

ARTICLE 1. GENERAL PROVISIONS

In the event a properly placed mailbox is damaged as a result of snow plowing or other road maintenance activities of Jackson Township, the property owner may call Jackson Township and report the damage at 330-832-7416.

The Public Works Department shall then, as soon as reasonably possible, cause said mailbox to be repaired or replaced in a manner that is fair, reasonable, necessary and appropriate.

Replacements will be with a generic mailbox that is the same or reasonably similar to the damaged mailbox within the discretion of the Jackson Township's Public Works Director.

Mailboxes that have been "knocked down" as a result of a Jackson Township snow plow throwing snow will be refastened if possible, but are not subject to replacement settlement as provided for in this policy.

Mailboxes that have been "knocked down" as a result of deteriorated materials are the responsibility of the owner, not Jackson Township.

Mailboxes that have been "knocked down" as a result of a Jackson Township snow plow making direct contact to the mailbox are subject to replacement as provided for in this policy within the discretion of the Jackson Township's Public Works Director.

Mailboxes that have been "knocked down" as a result of Jackson Township's general road maintenance operations and a Jackson Township Public Works vehicle making direct contact with the mailbox, are subject to replacement as provided for in this policy within the discretion of Jackson Township's Public Works Director. No repair or replacement of mailboxes will be completed by Jackson Township for damage caused by its contractors or subcontractors. Public Emergency Service Vehicles (Police and Fire) are excluded from this policy.

Mailboxes originally placed, installed and/or constructed improperly are the responsibility of the owner and shall not be repaired or replaced by Jackson Township.

Jackson Township shall not be responsible for the repair and/or replacement of any mailbox originally placed, installed and/or constructed above the standard U.S. Postal mailbox permitted in the right-of-way. The repair and/or replacement of such mailbox will be the responsibility of the property owner (a property owner may determine where along the roadway the proper location is of his/her mailbox by contacting the U.S. Postmaster).

Although decorative and/or expensive mailboxes are permitted within Jackson Township and may be required by individual homeowner associations, they are not required by Jackson Township. **Jackson Township's policy in the case of damage to such mailboxes by a Jackson Township snow plow is limited to repair of the existing mailbox with a generic mailbox, or a cash settlement in the amount of \$100.00.**

Mailbox repairs will occur as soon as reasonably possible. If a property owner chooses to repair/replace his/her mailbox before the snow removal is completed, Jackson Township will reimburse him/her a cash settlement in the amount of \$100.00. A release signed by the resident must be received before payment approval is considered.

RELEASE OF ALL CLAIMS

FOR AND IN CONSIDERATION of the payment to me at this time of the sum of One Hundred Fifty and xx/100 Dollars (\$150.00), the receipt of which is hereby acknowledged, I, _____, together with my agents, contractors, subcontractors, employees, servants, personal representatives, administrators, executors, successors, insurers and/or assigns (hereinafter also referred to as "Property Owner"), of _____, _____, Ohio _____, do hereby release, acquit, and forever discharge Board of Trustees of Jackson Township, Stark County, Ohio (an Ohio political subdivision referred to as "Township"), 5735 Wales Ave., N.W., Jackson Township, Ohio 44646, its franchisees, franchisers, agents, officials, officers, contractors, subcontractors, employees, servants, successors, insurers and/or assigns of and from any and all actions, causes of action whether sounding in tort, contract, extra contractual or otherwise, claims, demands, damages, costs, loss of services, loss of use, expenses and compensation, on account of, or in any way growing out of, any and all known and unknown property damage, loss of use, emotional distress and/or personal injury resulting or to result from an incident that allegedly caused damage to my mailbox and/or other personal property situated upon the real property commonly known as _____, Township of Jackson, Stark County, Ohio on or about the _____ day of _____, 20____.

I hereby declare and represent that in making this Release and agreement it is understood and agreed that I rely wholly upon my own judgment, belief and knowledge of the nature, extent and duration of said damages; and further, that I have not been influenced to any extent whatever in making this Release by any representations or statements regarding same, or regarding any other matters, made by Township or any other entities, persons, firms or corporations who are hereby released, or by any person or persons representing it or them, or by anyone by it or them employed.

It is further understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the aforesaid payment is not to be construed as an admission of liability on the part of the Township, its franchisees, franchisers, agents, officials, officers, contractors, subcontractors, employees, servants, successors, insurers and/or assigns, by whom liability is hereby expressly denied.

Further, I expressly waive and assume the risk of any and all claims for damages which exist as of this date, but of which I do not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which if known, would materially affect my decision to enter into this Release agreement. I further agree that I have accepted payment of the sum specified herein as a complete compromise of matters involving disputed issues of law and fact. I assume the risk that the facts or law may be other than I believe.

This Release contains the ENTIRE AGREEMENT between the parties hereto, and the terms of this Release are contractual and not a mere recital.

I further state that I have carefully read the foregoing Release and know the contents thereof, and I sign the same as my own free act and it is my intention to be legally bound hereby.

WITNESS my hand this _____ day of _____, 20____
_____.

Signed in the presence of:

CAUTION! READ BEFORE SIGNING!

PROPERTY OWNER: _____

(Witness)

(Witness)

TOWNSHIP OF JACKSON, STARK
COUNTY, OHIO:

(Witness)

By: Todd J. Hawke, Chairman

(Witness)

APPROVED AS TO FORM:

Michael B. Vaccaro, Law Director

Generic Replacement Mailbox

