

Temporary Outdoor Patio Undertaking

1. I/we represent that I/we have the authority to apply for and maintain a temporary patio located at

(complete municipal address).
2. I/we agree to complete and maintain the temporary patio in accordance with the terms of this Undertaking and the attached plans (the “Approved Plans”) as approved by the Town of Caledon (the “Town”) (together forming the “Temporary Site Plan Approval – Outdoor Patio”) and to the Town’s satisfaction, failing which this Temporary Site Plan Approval will be immediately revoked and I/we will be in contravention of Site Plan Control By-law 2013-086.
3. I/we confirm that the temporary patio shall comply with the Accessibility for Ontarians with Disabilities Act (AODA) at all times. I/we acknowledge that where temporary patios cannot be made accessible, accommodations are to be made upon request. I/we further confirm that the temporary patio will not interfere with any designated accessible parking spaces, or that where the temporary patio does encroach into designated accessible parking spaces, there are sufficient accessible parking spaces provided elsewhere on the subject property in compliance with the Town’s Traffic By-law (No. 2015-058).
4. I/we confirm that the temporary patio will not include any amplified sound and will comply with the Town’s Noise By-law (No. 86-110).
5. I/we confirm that the temporary patio will not include any permanent structures, including, but not limited to, permanent fencing, awnings, electrical installations, visual screens and fueled fire appliances (i.e. propane heaters, BBQs).
6. I/we confirm that the installation of a temporary patio will not alter or change any grades or remove or damage any landscaping areas/planting strips on the subject property.
7. I/we confirm that the temporary patio will not be located within or contravene any easements, restrictive covenants or mutual right-of-ways.
8. I/we confirm that the temporary patio will meet the requirements of the Ontario Building Code and the Ontario Fire Code.
9. I/we confirm that prior to commencing any work related to the establishment of the temporary patio, I/we shall file a certificate of the Owner’s general liability insurance policy, in the form provided by the Town and with an insurer satisfactory to the Town, with respect to the development of the site in the minimum amount of \$5,000,000.00 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof for any one occurrence, which insurance policy shall remain in full force and effect until the expiration of Temporary Site Plan Approval – Outdoor Patio; shall include the Town as an additional insured; shall not exclude coverage for any work normally associated with the development of land; shall include coverage for loss or damage from completed operations; and, shall not be cancelled or allowed to expire or lapse unless the Town has been notified by registered mail or personal delivery 30 days in advance of such cancellation.

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If the insurance policy includes a deductible, I/we shall post an additional cash deposit with the town in the amount of the deductible. I/we agree to pay any claim made against the Town in an amount less than the deductible amount, authorize the Town to retain an independent adjuster to investigate claims less than the amount of the deductible, and authorize and direct the Town to pay such claims as are deemed valid by the adjuster from the deductible in the event that the Owner fails to do so. I/we shall use my/our best efforts to assist in the investigation of any claim by the adjuster and to provide any information required to resolve such claim. The deductible will be released upon expiry of the Temporary Site Plan Approval – Outdoor Patio.

The issuance of the insurance policy shall not be construed as relieving the Owner from responsibility for other or larger claims, if any, for which it may be liable.

10. I/we hereby irrevocably authorize and consent to the Town of Caledon, its authorized agents, servants or employees, entering upon the site at any reasonable time to carry out inspections.
11. Save and except for any actions, causes of action, suits, liens, claims, demands or costs arising out of any fault or neglect of the Town, I/we shall indemnify the Town against all actions, causes of action, suits, liens, claims, demands and costs whatsoever which may arise either directly or indirectly as a result of the establishment of a temporary patio.
12. I/we confirm that the Temporary Site Plan Approval – Outdoor Patio shall expire on January 1, 2021 at 3:00 am, unless otherwise extended in writing at the sole discretion of the Town. I/we further acknowledge that should I/we wish to re-establish the patio in the future, additional approvals, permits and fees will be required.

I/we declare that we will comply with the requirements as set out above.

Applicant Name (Printed) _____

Applicant Position Within Corporation _____

I/We have authority to bind the Corporation

Corporation Name _____

Applicant Signature _____

Date _____

Attachment: Town Approved Plans (Temporary Site Plan Approval – Outdoor Patio)