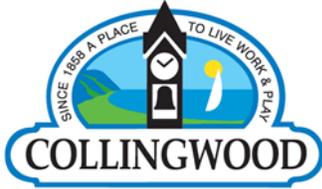


THE CORPORATION OF THE TOWN OF COLLINGWOOD
Temporary Patio Extension on Private Property – Undertaking

1. I/we represent that I/we have the authority to apply for and maintain a temporary patio located at _____.
(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 Collingwood (the “Town”) and to the Town’s satisfaction, failing which this Temporary Patio Extension Approval will be immediately revoked.
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.
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. 2018-032.
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 rights-of-way.
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 we have reviewed and understood the Temporary Patio Guidelines document.
10. I/we hereby irrevocably authorize and consent to the Town of Collingwood, 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



THE CORPORATION OF THE TOWN OF COLLINGWOOD
Temporary Patio Extension on Private Property – Undertaking

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 Patio Extension shall expire eight months from the date of issuance, 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.

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

Applicant Name

Position within Corporation

Applicant Signature

Date
