

Date of Agreement : _____

Name of Registered Property Owner #1: _____

Name of Registered Property Owner #2: _____

Address _____ Postal Code _____

Email _____ Telephone (main) _____ (business) _____

Authorized Agent: Yes No Authorized Agent Name: _____

WHEREAS the Registered Owner has applied to the City of Vaughan (the "City") for a Swimming Pool Enclosure Permit ("Permit") to construct a swimming pool on their lands noted above;

AND WHEREAS, the City of Vaughan requires a Swimming Pool Enclosure Permit Agreement (the "Agreement") prior to the issuance of such a Permit;

The Owner hereby covenants and agrees:

1. The Swimming Pool Enclosure Permit issued pursuant to this Agreement will be valid for a period of one (1) year as indicated on the issued Permit.
2. If the Swimming Pool Enclosure has not passed the final inspections within one year of the date of the Permit issuance, the Swimming Pool Enclosure Permit will expire unless the Owner has applied for and obtained a one-year extension of the Permit.
3. To use the lands only in compliance with all relevant City of Vaughan by-laws, including but not limited to the City's Fence By-law 189-2020, as amended, and the proposed swimming pool shall be constructed in accordance with the approved drawings submitted for this Permit.
4. To obtain all necessary permits and permission from any other public or utility authorities which may be affected by or have an interest in the pool installation. In particular, any property backing onto a river valley, ravine or flood plain is subject to the approval of the Toronto and Region Conservation Authority.
5. Not to construct the proposed swimming pool, accessory structures, pool equipment or any existing retaining wall within any easement or right-of-way on the subject property.
6. All fencing must be completed in accordance with City of Vaughan By-laws. The Owner shall complete all fencing and such fencing must pass City of Vaughan By-Law Enforcement's inspection prior to filling the pool with water in accordance with City's Fence By-law 189-2020, as amended.
7. Not to disturb the existing drainage swales within the property and to provide a 0.6 metre strip of undisturbed ground along the side and/or rear property lines.
8. Not to deposit excavated, or construction related material, outside the limits of the subject property.
9. To keep all roads and sidewalks used for construction access in good, mud and dust free condition over the duration of the permitted construction activity.
10. That should the permitted construction work require installation of services or access over a public road allowance or public lands, the Owner and/or Permit holder shall restore such lands to their original condition within thirty (30) days of completion of construction of the pool.
11. To provide a \$5000 security deposit via online credit card payment, certified cheque or bank draft made payable to the City of Vaughan to ensure compliance with this undertaking, and to guarantee against any damage to public property and adverse alteration of any existing drainage patterns to public and/or adjacent private property. Such deposit shall be held by the City as security and no interest shall be payable by the City on any such deposit.
 - a. If the works required by the City are not done to the City's satisfaction, within the applicable time frame and as per the approved permitted works, the City may enter onto the property and/or have the work completed.
 - b. If roads and sidewalks are not cleaned within twenty-four (24) hours of written notice from the City, the work shall be done by the City at the Owner's expense.

- c. The owner shall reimburse the City for all costs related to the above noted works within thirty (30) days of receipt of written notice from the City.
- d. Where the costs of the works exceed the amount of the security deposit, the Owner shall pay all additional costs owing to the City within 30 days of receiving written notice from the City.
- e. Should the Owner fail to reimburse the City for any expenses incurred as a result of non-compliance with any of the terms of this agreement and any amount owing remains unpaid, it shall be added to the property tax roll and collected in similar manner as municipal taxes.

Security deposit provided by*: Registered Property Owner OR Authorized Agent

First Name: _____ Last Name: _____

Business Name (if applicable) _____

Address: _____ City: _____ Postal Code: _____

Telephone (main): _____ email: _____

*** Security deposit to be refunded by cheque to the party listed above. Please complete all fields.**

- 12. That upon completion of construction, fencing and landscaping (including sodding) the Owner must contact the Development Finance Department to arrange for final inspections. Owners are advised that Parks and Engineering Departments will conduct TWO (2) inspections each, and By-law Enforcement will conduct ONE (1) inspection. If required, each additional inspection is subject to a non-refundable fee (plus HST) in accordance with Fees & Charges By-law 171-2013, as amended. Upon completion of all works required by this agreement and rectification of all deficiencies to the satisfaction of the applicable city departments noted in this agreement, the security deposit may be released by the Development Finance Department to the party who initially provided the security deposit, subject to any outstanding adjustments for unpaid expenses and/or inspection fees.
- 13. The refund of security deposit (or remaining balance) shall be issued by cheque made payable to the party who initially provided the funds.
- 14. To indemnify and save harmless the City of Vaughan from any claims, suits, actions or demands whatsoever which may arise as a result of the swimming pool construction. Such indemnification is not limited to drainage or damage to public or private property.
- 15. If any notice is required to be given by the City to the Owner and/or agent with respect to this agreement such notice shall be delivered to the Owner(s) or Authorized Agent as listed above.
- 16. If notice is to be given by the Owner(s) or Authorized Agent to the City, it shall be similarly given to:

**The Corporation of the City of Vaughan
 Development Engineering Department
 2141 Major Mackenzie Drive
 Vaughan ON L6A 1T1**

Attn: Manager, Development Inspection and Lot Grading
developmentengineering@vaughan.ca
 fax: 905-832-6145

| | |
|--|-----------|
| | |
| Name of Registered Property Owner #1 or Authorized Agent (please print) | Signature |
| | |
| Name of Registered Property Owner #2 | Signature |