

Driveway Paving Contractor ONLINE Renewal Instructions

** A new online process for business licensing applications and renewals has been implemented.

The online application process and form is available on the City website

<https://www.brampton.ca/EN/Business/Licensing/Pages/Stationary-Licence-Requirements.aspx>

Requests for licences and renewals will only be accepted through the online application process.**



Please be advised that the City of Brampton publishes City-licensed contractors on the City website. The licensed contractor information posted online will include the corporate/operating business name and business address as provided on the licence application.

Requirements for obtaining the above licence:

- 1. **Licence Application Form**
Business and Owner information to be entered online.
- 2. **Certificate of Insurance**
The insurance form must be completed and signed by your insurer showing evidence of \$2,000,000 (minimum) Commercial General Liability.
- 3. **Workplace Safety and Insurance**
Valid proof must be provided that all employees are protected under the provisions of the *Workplace Safety and Insurance Act 1997*, S.O. 1997, c.16, as amended.
- 4. **Security**
Every applicant shall deposit a security deposit satisfactory to the Licence Issuer in the amount of \$5,000.00 that shall be valid for the term of the Licence. Deposit required to be submitted via certified cheque, bank draft or letter of credit on prescribed form from the City of Brampton, please contact licensing@brampton.ca for prescribed letter or credit form.

(Security Deposit may be mailed/couriered to our office with your reference number provided on your email from the online application process or delivered in person at your appointment, if you are taking the appointment option) or placed in the Drop box at City hall 24 hour lobby labelled "City Clerks office"
- 5. **Security Deposit Acknowledgement** – attached acknowledgement must be reviewed and signed by an authorized signing officer of the business/corporation.
- 6. **Driveway Paving Course**
[City of Brampton | Licensing | Driveway Paving Information Course](#)
Yearly course must be taken with a 75% passing grade.
*Contractors must be aware that a Contractor or an employee who has completed the course must be on the job site at all times.
- 8. **Fee** – \$194.00 **Once your application is reviewed, a link to the payment option will be sent to the email provided on your application
- **Expiry Date** - April 30th of every year
Driveway Paving Contractors may book an appointment to attend City Hall to complete their renewal process in 2021. Please visit the City website www.brampton.ca and book an appointment through the Front Desk Appointment System for Driveway Contractors/Pool Contractors.
Booking website: <https://www.brampton.ca/EN/Online-Services/Skip-the-line/Pages/Welcome.aspx>

Once your application has been reviewed and approved your payment will be processed and your licence will be mailed out.

ACKNOWLEDGMENT

THIS ACKNOWLEDGMENT made this day of , 2021

BY:

hereinafter called the “**Driveway Paving Contractor**”

WHEREAS the Driveway Paving Contractor is a person that has obtained a Licence under By-law 332-2013 as amended (the “**By-law**”);

WHEREAS the City has issued the Licence to the Driveway Paving Contractor under the By-law and requires, as a condition of that issuance, the posting of specified security;

WHEREAS the Driveway Paving Contractor acknowledges and agrees that in the event that it fails to comply with any applicable by-laws or statutory obligations, the City will be placed in the position of having to collect outstanding fees for Licences, penalties, administrative and enforcement costs, fees set out in the User Fee By-law, and related charges (“**Contravention Administration Costs**”);

IN CONSIDERATION of receiving a Licence, the Driveway Paving Contractor duly acknowledges and agrees with the City as follows:

1. The Driveway Paving Contractor agrees to place with the City, as a protection guarantee against the need for the City to recover Contravention Administration Costs, a deposit in the amount of \$5,000.00 (FIVE THOUSAND DOLLARS), payable in the form of an Irrevocable Letter of Credit from a Schedule 1 Canadian Chartered Bank or other negotiable security approved by the Licence Issuer, or another form of security satisfactory to the Licence Issuer (the “**Security**”).
2. The Driveway Paving Contractor acknowledges that the Security will be used by the City to recover Contravention Administration Costs in the event the Driveway Paving Contractor contravenes any applicable by-laws or legislation and fails to rectify such contraventions. In the event that the Driveway Paving Contractor fails to make required payments to be in

compliance with applicable by-laws and legislation, the Driveway Paving Contractor understands and agrees that the City will deduct such required payments from the Security.

3. In the event that the Driveway Paving Contractor contravenes any applicable by-laws or legislation, and fails to rectify such a contravention, the Driveway Paving Contractor understands and agrees that the City will recover its Contravention Administrative Costs from the Security.
4. The Driveway Paving Contractor agrees to pay the City for any additional costs, over and above the posted Security, should the Security prove to be insufficient to cover required payments under legislation and Contravention Administrative Costs.
5. Any funds drawn upon from the Security must be replaced by the Driveway Paving Contractor within 48 hours of receipt of written notification from the Licence Issuer, failing which the Licence will be subject to revocation.
6. The responsibility of knowing the requirements for being in compliance with applicable by-laws or legislation, ensuring compliance with such by-laws and legislation, and making any required payments under such legislation, lies with the Driveway Paving Contractor.
7. The Driveway Paving Contractor understands and agrees that the Security will be held for up to 180 days after expiration or cancellation of the Licence to ensure there are no outstanding Contravention Administration Costs. After the Licence has expired or been cancelled, it is the Driveway Paving Contractor's responsibility to submit a written request to the Licence Issuer for return of the Security.
8. The Driveway Paving Contractor represents and acknowledges that it has carefully read this Acknowledgment, has obtained independent legal advice from its counsel, and fully understands the significance of all of the terms and conditions of this Acknowledgment, and is signing this Acknowledgment voluntarily and of its own free will.

9. Nothing in this Acknowledgment exempts the Driveway Paving Contractor from its contractual, warranty, or other legal obligations to the City.
10. This Acknowledgment shall be construed, enforced and governed in accordance with the laws of the Province of Ontario.
11. This Acknowledgment may be signed electronically, delivered by PDF e-mail transmission, and if it is so signed and delivered, it shall be deemed to be an original document.

IN WITNESS WHEREOF, the Driveway Paving Contractor has signed this Acknowledgment under seal by an authorized signing officer:

DATED AT _____, **ONTARIO** this day of _____, 2021

Witness:
(*print name*):

Per: _____
Name:
(*I have authority to bind the corporation*)