

# Driveway Paving Contractor Online Application Requirements

\*\* 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. It is the business owner's responsibility to upload the insurance form on the online application.

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. **Business Registration and/or Articles of Incorporation**

(master business licence is required when a business is operating as a different name from the corporation, unless the business is a franchise)

5. **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](mailto: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"**

6. **Security Deposit Acknowledgement** – attached acknowledgement must be reviewed and signed by an authorized signing officer of the business/corporation.

7. **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

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

Driveway Paving Contractors may book an appointment to attend City Hall to complete their application process.

Please visit the City website [www.brampton.ca](http://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>

## SCHEDULE 9 TO BY-LAW # 332-2013

### RELATING TO DRIVEWAY PAVING CONTRACTORS

1. In this Schedule:

“Contravention Administration Costs” means outstanding fees for Licences, penalties, administrative and enforcement costs, fees set out in the User Fee By-law, and related charges incurred by the Driveway Paving Contractor in the event that the contractor fails to comply with any applicable by-laws or statutory obligations.

“Driveway” means an area of hard and level surface (consisting of, but not limited to, asphalt, pavement, concrete, patterned concrete, compacted gravel and dirt, interlocking brick or paving stone), including a surfaced walkway and any hard and level surface that is capable of being parked or driven upon by part or the whole of a vehicle.

“Driveway Paving Contractor” means a Person engaged in the business of paving, repairing or sealing Driveways, lanes, roadways and parking areas situated on privately owned property which may include municipal boulevards adjacent to such private property.

“Driveway Paving Information Course” is an online course, which provides training related to the City’s zoning requirements pertaining to paving, repairing or sealing Driveways, lanes, roadways and parking areas situated on privately owned property which may include municipal boulevards adjacent to such private property. The Driveway Paving Information Course is current to the year of issue

“Paving Work” means any Paving Work on a Driveway, including installing, constructing, paving, resurfacing, sealing, repairing, expanding or altering a Driveway, lane, roadway or parking area.

2. Every Person licensed as a Driveway Paving Contractor under this By-law shall deposit a Letter of Credit or other security satisfactory to the Licence Issuer in the amount of \$15,000.00 that shall be valid for the term of the Licence.
- (a) This security shall be used for purposes as set out in the “Security Acknowledgement” which the Contractor shall enter into with and the City prior to licence issuance. Execution of the Security Acknowledgement is a condition of the licence issuance.
  - (b) Any funds drawn upon the security for breach of the Acknowledgement must be replaced within 48 hours or the licence will be subject to revocation.
  - (c) Should the security posted not be sufficient to cover the Contravention Administrative Costs in which the security was drawn upon, the City shall charge any additional costs related to the contravention under Section 22 of this By-law which shall be paid by the Driveway Paving Contractor.
  - (d) The City shall maintain the security for up to 180 days after the licence expires or is cancelled to perform any required inspections on paving work completed to ensure compliance.
3. Notwithstanding Clause 2, any Driveway Paving Contractor whose sole business involves the application of a protective sealcoating to an existing paved driveway shall be exempt from depositing a \$15,000.00 security at the time of application
4. No Person shall be licensed as a Driveway Paving Contractor unless the Person has a regular place of business and, if the Person is an individual is at least 18 years old.
5. Every Driveway Paving Contractor licensed under this Schedule shall:
- (a) Submit proof, to the satisfaction of the Licence Issuer, that all workers and employees are protected under the provisions of the *Workplace Safety and Insurance Act*, 1997, S.O. 1997, c.16, as amended;
  - (b) Display the Licensee’s name using letters with a minimum height of 10 centimetres on both sides of all vehicles owned, leased or used on a regular basis by the Licensee in the course of business;
  - (c) Have printed or otherwise impressed on all business stationery, forms, bills, statements and advertising material, the Licensee’s name, address and telephone number;
  - (d) Prepare a written contract which shall be signed by the Licensee and the person for whom the Paving Work is being done before commencing any work and a copy of this agreement shall be given to the Person for whom the work is being done and the agreement shall contain:
    - (i) The name, address and telephone number of the Licensee and the name and address of the Person for whom the Paving Work is being done;
    - (ii) The address where the Paving Work is being done;

- (iii) A description of the materials and services supplied, including the depth of asphalt, concrete, gravel or other material to be applied (this description may be supplemented by a sketch);
  - (iv) The itemized price for the materials and services to be supplied a detailed statement of the terms of payment;
  - (v) Warranties or guarantees, if any; and
  - (vi) The estimated date of completion;
- (e) Obtain all necessary permits required by law prior to the commencement of any Paving Work.
  - (f) Provide confirmation of completion by the Applicant, and any other required employees of the business, in the current calendar year, of the Driveway Paving Information Course from the City of Brampton.
6. No Person licensed as a Driveway Paving Contractor shall:
- (a) Perform Paving Work that is extra or additional to an existing agreement unless the Licensee has entered into a second or additional contract with the Person for whom the work is being done;
  - (b) Permit the use of the Licensee's name by any other Person, either directly or indirectly, for the purpose of obtaining a permit to do any Driveway Paving Work; or
  - (c) Perform any Paving Work that requires a licence or permit without such licence or permit.
  - (d) Perform any Paving Work that requires a permit unless the permit is displayed in view of the public in the area in which the Paving Work is being performed;
  - (e) Perform any Paving Work that is not in compliance with the City's Zoning By-Law 270-2004, as amended, or any other City by-law, unless a valid permission, supporting decision or approval required by law is obtained prior to the commencement of any Paving Work.
  - (f) Allow paving work to be completed without having, on site, either the contractor or an employee who has successfully completed the City of Brampton Driveway Paving Information course and test.
  - (g) Should a zoning violation be found in relation to the work performed by the contractor, the licence may be suspended until such time as the zoning infraction has been remedied by the Contractor at the Contractor's expense
7. Despite an Application being complete and all fees paid, the Licence Issuer shall refuse to issue or renew a Licence and in the case of an existing Licence, the Licence Issuer shall suspend the Licence, if an applicant or Licensee has six (6) or more by-law related convictions within the last twelve (12) months concerning the licensed business or individual, or any other of the individual's businesses that were licensed or were required to be licensed, or any other of the individual's prior businesses that were licensed or are required to be licensed.
8. The Licence Issuer may issue a warning letter to be placed in an applicant's or Licensee's file if, at the time of an application for a licence or renewal, the applicant has four (4) or more by-law related convictions concerning the licensed business or individual, or any of the individual's prior businesses that were licensed or required to be licensed, within the last twelve (12) months immediately preceding the date of issuance or renewal. The warning letter must advise the applicant or licensee about the specific applicable threshold.
9. A Person licensed under this Schedule may carry on business under a trade name other than his or her own but shall not carry on business under more than one name and only one Licence shall be issued.

## **ACKNOWLEDGMENT**

**THIS ACKNOWLEDGMENT** made this                      day of                      , 2021

BY:

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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)