

Pool Installation 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 www.brampton.ca (please refer to the Business Licensing section). Requests for licences and renewals will only be accepted through the online application process**

Pool Installation Contractors may book an appointment to attend City Hall to complete their application 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>

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. **Workers 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 must post an Irrevocable Letter of Credit, or in the alternative a certified cheque in the amount of \$10, 000.00 which 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)
 - ☐ 5. **Business Registration (MASTER BUSINESS LICENCE) 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)
 - ☐ 6. **Security Deposit Acknowledgement** – attached acknowledgement must be reviewed and signed by an authorized signing officer of the business/corporation.
 - ☐ 7. **Fee** - \$190.00 ** Once your application is reviewed, a link to the payment option will be sent to the email provided on 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.

SCHEDULE 23 TO BY-LAW # 332-2013

RELATING TO POOL INSTALLATION CONTRACTORS

1. In this Schedule:

“Pool Installation Contractor” means a Person who carries on the business of installing residential swimming pools.
2. Every Person licensed as a Pool Installation Contractor under this By-law shall deposit a Letter of Credit or other security satisfactory to the Licence Issuer in the amount of \$10,000.00 that shall be valid for the term of the Licence.
3. No Person shall be licensed as a Pool Installation Contractor under this By-law unless he/she has a regular place of business and, if the person is an individual is at least 18 years old.
4. Every Pool Installation Contractor licensed under this By-law 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 materials, the Licensee’s name, address and telephone number; and
 - (d) Prepare a written contract which shall be signed by the Licensee and the person for whom the work is being done before commencing any work and a copy of this contract shall be given to the person for whom the work is being done and the contract shall contain:
 - (i) The name, address and telephone number of the Licensee and the name and address of the person for whom the work is being done;
 - (ii) The address where the work is being done;
 - (iii) A description of the work being done, including materials and services being provided;
 - (iv) The itemized price for the materials and services to be supplied and a detailed statement of the terms of payment;
 - (v) Warrantees and guarantees, if any; and
 - (vi) The estimated date of completion;
 - (e) Obtain all necessary permits required by law prior to the commencement of any work and upon completion of any work shall obtain a final inspection from the City.
5. A Person licensed as a Pool Installation Contractor under this By-law shall not:
 - (a) 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 pool installation work;
 - (b) Perform work that is extra or additional to an existing contract unless and until the Licensee has entered into a second or additional contract.
6. A Person licensed as a Pool Installation Contractor may carry on business under a trade name or 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:

hereinafter called the “**Pool Installation Contractor**”

WHEREAS the Pool Installation 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 Pool Installation Contractor under the By-law and requires, as a condition of that issuance, the posting of specified security;

WHEREAS the Pool Installation 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 administrative and enforcement costs, fees set out in the User Fee By-law, damage to City property or infrastructure and related charges (“**Contravention or Damage Costs**”);

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

1. The Pool installation Contractor agrees to place with the City, as a protection guarantee against the need for the City to recover costs associated with administrative and enforcement costs, fees set out in the User Fee By-law, damage to City property or infrastructure and related charges (“**Contravention or Damage Costs**”), a deposit in the amount of \$10,000.00 (TEN 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 Pool Installation Contractor acknowledges that the Security will be used by the City to recover costs in the event the Pool installation Contractor contravenes any applicable by-laws or legislation and fails to rectify such contraventions. In the event that the Pool Installation Contractor fails to make required payments to be in compliance with applicable by-laws and legislation, the Pool Installation Contractor understands and agrees that the City will deduct such required payments from the Security.
3. In the event that the Pool Installation Contractor contravenes any applicable by-laws or legislation, and fails to rectify such a contravention, the Pool Installation Contractor

understands and agrees that the City will recover the Contravention or Damage Costs from the Security.

4. The Pool Installation 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 or Damage Costs.
5. Any funds drawn upon from the Security must be replaced by the Pool Installation 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 Pool Installation Contractor.
7. The Pool Installation Contractor understands and agrees that the Security will be held for up to 90 days after expiration or cancellation of the Licence to ensure there are no outstanding contravention or damage costs. After the Licence has expired or been cancelled, it is the Pool Installation Contractor's responsibility to submit a written request to the Licence Issuer for return of the Security.
8. The Pool Installation 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 Pool Installation 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 Pool Installation Contractor has signed this Acknowledgment under seal by an authorized signing officer:

DATED AT _____, ONTARIO this day of _____, 2021

Company Name

Witness:
(*print name*):

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