



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW


Number 237-80

To authorize the execution of an agreement with WHARRAM TREE SERVICE LTD. - Contract No. 80-37 (Tree pruning, tree removal, stump removal and cabling)

The Council of The Corporation of the City of Brampton ENACTS as follows:

1. The Mayor and the Clerk are hereby authorized to execute an agreement dated 1980 08 14 between the City and WHARRAM TREE SERVICE LTD., relating to tree pruning, tree removal, stump removal and cabling. (Contract No. 80-37).

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 8th day of September, 1980.


James E. ARCHDEKIN, Mayor


Robert D. TUFTS, Acting Clerk

MEMORANDUM OF AGREEMENT made in duplicate this

BETWEEN:

THE CORPORATION OF THE CITY OF BRAMPTON

Hereinafter called the 'City'

OF THE FIRST PART

AND

THE REGIONAL MUNICIPALITY OF PEEL

Hereinafter called the 'Region'

OF THE SECOND PART

WHEREAS the City and the Region entered into an agreement dated the 28th day of January 1980, relating to the keeping of certain records;

AND WHEREAS the City has in its possession certain additional documents, rolls and records;

AND WHEREAS the City has designated the Region of Peel Archives as the place appointed for the purpose of keeping such materials;

NOW THEREFORE this agreement witnesses that, in consideration of the covenants hereinafter contained, the parties hereto agree each with the other as follows:

1. Schedule A to the agreement dated the 28th day of January 1980, between The Corporation of the City of Brampton and The Regional Municipality of Peel is hereby deleted and replaced by Schedule A hereto attached.
2. All of covenants of the agreement dated the 28th day of January, 1980, remain in effect.

IN WITNESS WHEREOF THE PARTIES HERETO have hereunto
affixed their corporate seals under the hands of
their proper officers duly authorized in that behalf.

THE CORPORATION OF THE CITY OF BRAMPTON

James E. Archdekin, Mayor

Ralph A. Everett, Clerk

THE REGIONAL MUNICIPALITY OF PEEL

R. Frank Bean, Chairman

Larry E. Button, Regional Clerk

SCHEDULE A TO AGREEMENT DATED

<u>BRAMPTON</u>		<u>TORONTO GORE</u>	
By-laws	1874-1973	By-laws	1857-1973
Minutes	1853-1886 *1886-1892 1893-1907 *1908-1911 1911-1948 1950-1973	Minutes	1857-1973
Assessment Rolls	*1877 1893 1910-1922 1924-1929 1935-1938 1940 1943-1972	Assessment Rolls	1880-1961 1966- 1969-1970 1972
Collectors' Rolls	1887 1910-1922 1924-1929 1935-1938 1940 1943-1965	Collectors' Rolls	1874 1878 1883 1885-1916 1918-1965
Toronto Gore Population Census			1951-1963
School Census Books (Toronto Gore)			1939-1945
Toronto Gore Board of Health Minutes			1913-1946
Toronto Gore School Section No. 5 Minutes and Accounts			1857-1891
Three Boxes of Miscellaneous Papers (Toronto Gore)			1910-1930
General Register for Public and Separate Schools (Toronto Gore)			1935-1943
Brampton Industrial Commission Minutes			1956-1970
Brampton Water Commission Minutes			1925-1963 1965-1973
School Board Minutes (Town of Brampton)			1873-1895
Brampton Board of Trade Minutes			1906-1919
Village and Town of Brampton Debenture Register			1870-1888
Cemetery Range Books (Town of Brampton)			1894-1935
Brampton Housing Commission Minutes			1919-1946
Brampton By-law Index			1874-1903
Brampton Board of Health Minutes			1912-1918
Visitors Register for Brampton Old Home Week - 1923			1923
Brampton Board of Health Minutes			1929-1946
Brampton Population Census			1965
Book Listing Births - Town of Brampton			1929-1948

*Auditors Reports (Town of Brampton)	1925-1929 1932
*General Journals (Town of Brampton)	1920-1924 1923-1933 1934-1945
*Journals (Town of Brampton)	1888 1901-1911 1911-1921 1933-1937 1939-1941
*Annual Report of Municipal Statistics	1934-1935
*Financial Statements (Town of Brampton)	1934
*List of lands liable to be sold for taxes (Town of Brampton)	1882
*Water Takers Journal (Town of Brampton)	1883
*Consolidated Debenture Book (Town of Brampton)	1890
*Cemetery Rate Book (Town of Brampton)	1926-1931
*Water Commission Cash Book (Town of Brampton)	1912
*Accounts Journal (Town of Brampton)	1920-1932
*Ledger (Town of Brampton)	1938-1939
*Relief Accounts Journal (Town of Brampton)	1939-1941
*Treasurer's Cash Book and General Ledger (Town of Brampton)	1941-1953

* Denotes additional documents, rolls and records.

This Agreement made in Quadruplicate this 14th day of August, 19 80.

BETWEEN:

The Corporation of the City of
Brampton
(Hereinafter called "The Corporation")
of the First Part

- AND -

WHARRAM TREE SERVICE LTD.
(Hereinafter called "The Contractor")
of the Second Part

WITNESSETH

That the Corporation and the Contractor in consideration of the fulfillment of their respective promises and obligations herein set forth covenant and agree with each other as follows :-

ARTICLE 1.

(A) A general description of the work is :

Tree Pruning, Tree Removal, Stump Removal & Cabling.

(B) The Contractor shall, except as otherwise specifically provided, at his own expense provide all and every kind of labour, machinery, plant, structures, roads, materials, appliances, articles and things necessary for the due execution and completion of all the work set out in this contract and shall forthwith according to the instructions of the Commissioner of Parks and Recreation, commence the works and diligently execute the respective portions thereof, and deliver the works complete in every particular way to the Corporation within the time specified in the General Conditions, Information to Bidders and in the Tender.

ARTICLE 2.

In the event that the tender provides for and contains a contingency allowance, it is understood and agreed that such contingency allowance is merely for the convenience of accounting by the Corporation, and the Contractor is not entitled to payment thereof except for extra work or additional work carried out by him in accordance with the Contract and only to the extent of such extra or additional work.

ARTICLE 3.

In case of any inconsistency or conflict between the provisions of this Agreement and the Plans or Specifications or General Conditions or Tender or any other documents or writing, the Provisions of such documents shall take precedence and govern in the following order namely:-

- (1) This Agreement
- (2) Special and/or Supplemental Provisions
- (3) Information for Tenderers
- (4) General Conditions
- (5) Standard Specifications
- (6) Plans
- (7) Tender

The foregoing documents enumerated 1 to 7 inclusive are all the Contract documents and constitute the full agreement between the parties.

ARTICLE 4.

The Corporation covenants with the Contractor that the Contractor having in all respects complied with the Provisions of this Contract, will be paid for and in respect of the works the sum of

(Eleven Thousand, Nine Hundred & Eighty Five Dollars).

DOLLARS (\$ 11,985.00)

in accordance with the unit prices as set out in the Form of Tender, as may be applicable, forming part of this Contract, and in accordance with the Provisions as set out in the Conditions and Specifications forming part of this Contract.

Subject to Article 2 hereof and subject to such additions and deductions as may properly be made under the terms hereof, subject to the Provision that the Corporation may make payments on account monthly or otherwise as may be provided in the General Conditions attached hereto.

ARTICLE 5.

Where any notice, direction or other communication is required to be or may be given or made by one of the parties hereto to the other or to the Commissioner of Parks and Recreation, it shall be deemed sufficiently given or made if mailed by prepaid first class mail or delivered in writing to such party or to the Commissioner of Parks and Recreation at the following addresses :-

THE CONTRACTOR:

Wharram Tree Service Ltd.,
P.O. Box 205,
COBOURG, Ontario

THE COMMISSIONER:

D. M. Gordon,
Commissioner, Parks & Recreation,
City of Brampton,
150 Central Park Drive,
Brampton, Ontario

ARTICLE 5. (Cont'd.)

However, in the matter of "Call Back Work", as defined in the Information to Tenderers, verbal communication with the Contractor shall be deemed as sufficient notice.

ARTICLE 6.

A copy of each of the Contract documents is hereto annexed and together with the Specifications and/or the Ministry of Transportation and Communications Specifications referred to in the Contract documents and the plans listed in the Specifications, are made part of this contract as fully to all intents and purposes as though recited in full herein.

ARTICLE 7.

No implied contract of any kind whatsoever by or on behalf of the Corporation shall arise or be implied from anything in this Contract contained, nor from any position or situation of the parties at anytime, it being clearly understood that the express covenants and agreements herein contained made by the Corporation shall be the only covenants and agreements upon which any rights against the Corporation may be founded.

ARTICLE 8.

Time shall be deemed the essence of this contract.

ARTICLE 9.

The Contractor declares that in tendering for the works and in entering into this contract he has either investigated for himself the character of the work and all local conditions above and below ground surface where applicable that might effect his tender or his acceptance of the work, or that not having so investigated he is willing to assume and does hereby assume all risk of conditions arising or developing in the course of the work which might or could make the work, or any items thereof, more expensive in character, or more onerous to fulfill, than was contemplated or known when the Tender was made or the Contract signed. The Contractor also declares that he did not and does not rely upon information furnished by any methods whatsoever, by the Corporation or its employees, being aware that any information from such sources was and is approximate and speculative only, and was not in any manner warranted or guaranteed by the Corporation.

ARTICLE 10.

This Contract shall apply to and be binding on the Parties hereto and their heirs, executors, administrators, successors and assigns and each of them.

IN WITNESS WHEREOF the parties hereto have hereunto set their
hands and seals the day and year first above written or caused their
corporate seals to be affixed, attested by the signature of their
proper officers as the case may be.

Sharon Gony
WITNESS AS TO SIGNATURE OF CONTRACTOR

ADDRESS 5-291 King Street West
Cobourg, Ontario
OCCUPATION Controller

WHARRAM TREE SERVICE LTD.,

Del Cressman *Del Cressman*

CORPORATION OF THE CITY OF
BRAMPTON

APPROVED
AS TO FORM
LAW DEPT.
BRAMPTON
GW
2158

James G. ...
MAYOR

Robert J. ...
ACTIVE CLERK

AUTHORIZATION BY-LAW.
NUMBER 237-80
PASSED BY CITY
COUNCIL ON THE 8TH
DAY OF SEPTEMBER 1980

CERTIFICATE OF LIABILITY INSURANCE

United States Fidelity & Guaranty Co.
(INSURANCE COMPANY)

TO: THE CORPORATION OF THE CITY OF BRAMPTON

ADDRESS: 150 CENTRAL PARK DRIVE, BRAMPTON, ONTARIO L6T 2T9.

THIS IS TO CERTIFY THAT Wharram Tree Service Ltd.
(CONTRACTOR)

Whose Address is P.o. Box 205, Cobourg, Ontario

has comprehensive liability insurance in this Company under Policy
No. MLP 8099 covering legal liability for damages because
of:

- A. Bodily injury, sickness or disease, including death at any time resulting therefrom.
- B. Damage to or destruction of property of others caused by accident.

Subject to a limit of liability of not less than \$1,000,000.00 inclusive for any one occurrence or accident which insurance applies in respect of all operations, including liability assumed under contract with the Corporation. The policy does not contain any exclusions or limitations in respect of the use of explosives or in respect of shoring, underpinning, raising or demolition of any building or structure, pile driving, caisson work, collapse of any structure, or subsidence of any property, structure, or land from any cause.

THE POLICY EXPIRES ON November 11, 1980

AND WILL NOT BE ALTERED, CANCELLED OR ALLOWED TO LAPSE WITHOUT THIRTY (30) DAYS PRIOR NOTICE TO THE CORPORATION.

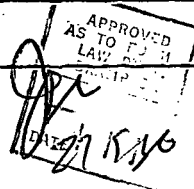
With respect to Contract No. 80-37 for the Construction of
Tree Pruning, Tree Removal, Stump Removal & Cabling

We certify that the Corporation will be coinsured with the Contractor.

DATE: July 18, 1980

COUNTERSIGNED: *H. G. Blow*

NAME OF AGENCY OR COMPANY H. G. Blow Insurance



PERFORMANCE AND MAINTENANCE BOND

Bond No. 83-0120-587-80

Contract 80-37

Account 11,985.00

KNOW ALL MEN BY THESE PRESENTS, that we Wharram Tree Service Ltd.
(The Contractor)

hereinafter called "The Principal", and

UNITED STATES FIDELITY AND GUARANTY COMPANY
(The Bonding Company)

hereinafter called "The Surety" are jointly and severally held and firmly bound unto the Corporation of the City of Brampton hereinafter called "The Obligee", its successors and assigns, in the sum of \$ 11,985.00 of lawful money of Canada to be paid unto the Obligee, for which payment well and truly to be made we the Principal and Surety jointly and severally bid ourselves, our and each of our respective heirs, executors, administrators, successors, and assigns by these presents.

SIGNED AND SEALED WITH OUR RESPECTIVE SEALS and dated this

22nd of August, 19 80.

Whereas by an Agreement in writing dated the 14th day of August, 19 80, the Principal has entered into a contract with the Obligee, hereinafter called the "Contract", for the ~~construction, alteration, repair, or maintenance of~~ Tree Pruning, Tree Removal, Stump Removal & Cabling
(Description of Works)

as in the contract provided, which contract is by reference herein made a part hereof as fully to all intents and purposes as though recited in full herein.

Now therefore the condition of this obligation is such that if the Principal shall at all times duly perform and observe the contract or as the same be changed, altered or varied as hereinafter provided, to the satisfaction of the Obligee and shall at all times fully indemnify and keep indemnified the Obligee from and against all and any manner of loss, damage, expense, suits, actions, claims, liens, proceedings, demands, awards, payments and liabilities arising out of or in any manner based upon or attributable to the contract and shall fully reimburse and repay the Obligee for all outlay, expense liabilities, or payments incurred or undertaken to be made by the Obligee pursuant to the contract, then this obligation shall be void, but otherwise it shall be and remain in full force and effect.

Provided always and it is hereby agreed and declared that the Obligee and Principal have the right to change, alter, and vary the terms of the contract and that the Obligee may in its discretion at any time or times take and receive from the Principal, any security whatsoever and grant any extension of time thereon or on any liability of the Principal to the Obligee.

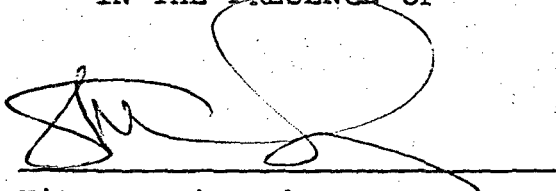
Provided further and it is hereby agreed and declared that the Principal and the Surety shall not be discharged or released from liability hereunder and that such liability shall not be in any way affected by an such changes, alterations, or variations, taking or receiving of security, or extension of time, as aforesaid, or by the exercise by the Obligee of any of the rights or powers reserved to it under the contract or by its forbearance to exercise any such rights or powers, including (but without restricting the generality of the foregoing) any changes in the extent or nature of the works

to be constructed, altered, repaired or maintained under the contract or by any dealing, transaction, forbearance or forgiveness which may take place between the Principal and the Oblige.

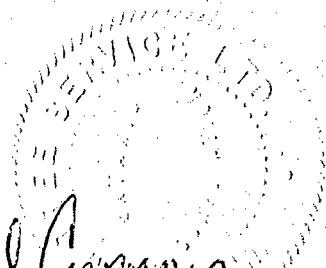
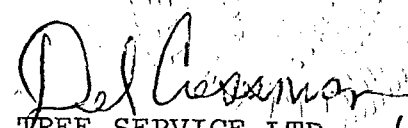
Provided further and it is hereby agreed and declared that the Surety shall not be liable for a greater sum than that specified in this bond.

IN WITNESS WHEREOF THE PRINCIPAL AND SURETY HAVE EXECUTED THESE PRESENTS.

SIGNED, SEALED AND DELIVERED BY THE PRINCIPAL IN THE PRESENCE OF



Witness signs here



_____ (Seal)

WHARRAM TREE SERVICE LTD. (Seal)

Principal signs here and seal where applicable

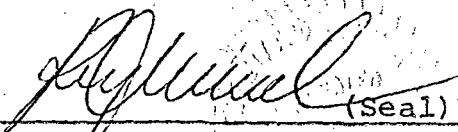
SIGNED, SEALED AND DELIVERED BY THE SURETY IN THE PRESENCE OF



Witness signs here

APPROVED AS TO FORM AND CONTENT BY _____
DATE 11/5/09

UNITED STATES FIDELITY AND GUARANTY COMPANY


_____ (Seal)

Surety Company Officer signs here with seal
REIJO SALMELA (Attorney-in-fact)

THE CORPORATION OF THE CITY OF BRAMPTON
PARKS AND RECREATION DEPARTMENT

CONTRACT NO. 80-37

Wharram Tree Service Ltd.

NAME OF FIRM OR INDIVIDUAL (THE CONTRACTOR)

P.O. Box 205, Cobourg, Ontario 416-372-5055

ADDRESS AND TELEPHONE NUMBER

H.G. Wharram

NAME OF PERSON SIGNING FOR FIRM

President

OFFICE OF PERSON SIGNING FOR FIRM

IN INK OR
TYPEWRITER

LOCATION:

Tree Pruning, Tree Removal, Stump Removal, Cabling
at various locations throughout the City of Brampton.

M.S. Lingard,
Purchasing Agent.

D.M. Gordon,
Commissioner - Parks &
Recreation.

FORM OF TENDER

FOR

CONTRACT NO. 80-37

THIS TENDER SUBMITTED BY Wharram Tree Service Ltd. FIRM NAME OR
P.O. Box 205, Cobourg, Ontario INDIVIDUAL
416-372-5055 ADDRESS
TELEPHONE NUMBER

TO THE MAYOR AND COUNCIL OF THE CORPORATION
OF THE CITY OF BRAMPTON

I/We, the undersigned declare that no person, firm or corporation other than the one whose signature or the signatures of whose proper officers and the seal is or are attached below, has any interest in this tender or in the contract proposed to be taken.

I/We, further declare that this tender is made without any connection, knowledge, comparison of figures or arrangement with any other company, firm or person making tender for the same work and is in all respects fair and without collusion or fraud.

I/We, further declare that we have carefully examined the locality and site of the proposed works, as well as all the Plans, Drawings, Profiles, Specifications, Form of Tender, Information for Tenderers, General Conditions, Agreement and Bond relating thereto, prepared, submitted and rendered available by the Commissioner of Parks and Recreation, and the Purchasing Agent, by and on behalf of the Corporation of the City of Brampton and hereby acknowledge the same to be part and parcel of any Contract to be let for the work therein described or defined and do hereby Tender and offer to enter into a Contract to do all of the work and to provide all of the labour and to provide, furnish, deliver, place and erect all materials mentioned and described or implied therein including in every case, freight, duty, exchange and sales tax in effect on the date of acceptance of the Tender and all other charges, on the terms and conditions and under the provisions therein set forth and to accept in full payment therefore the sums calculated in accordance with the actual measured quantities and unit prices set forth in the Schedule of Quantities and Unit Prices attached hereto.

I/We, further declare that, if the tender is accepted by the City, we will execute whatever additional work may be required at the Unit Prices shown herein, in strict conformity and in all respects with the requirements of this tender, specifications, general conditions and form of agreement hereto annexed or to be annexed hereto.

I/We, also agree that deductions from the said contract, if any shall be made at the Unit Prices shown in the Schedule of Quantities and Unit Prices as herein contained.

I/We, agree that this offer is to continue open to acceptance until the formal contract is executed by the successful Tenderer for the said work or until sixty (60) days after the Tender Closing date whichever first occurs, and that the City may at any time within that period and without notice accept this Tender whether any other Tender had been previously accepted or not.

I/We, agree that if we withdraw this Tender after closing and before the Council of the said City shall have considered the Tenders and awarded the Contract in respect thereof, during the time that this Tender is open to acceptance as set out above in this Tender Form the amount of the deposit accompanying this Tender shall be forfeited to the City.

I/We, agree that the awarding of the Contract based on this Tender by the Council for the said City shall be an acceptance of this Tender.

If this Tender is accepted, I/We agree to furnish the required Performance Deposit, Insurance Certificate and Workmen's Compensation Board Letter and properly sign the Contract Documents in quadruplicate within ten (10) days after being notified so to do. In the event of default or failure on our part so to do, I/We agree that the Corporation of the City of Brampton shall be at liberty to retain the money deposited by Me/Us to the use of the City and to accept the next lowest or any Tender or to advertise for new Tenders, or to carry out the works in any other way they deem best and I/We also agree to pay to the said City the difference between this Tender and any greater sum which the City may expend or incur by reason of such default or failure, or by reason of such acting, as aforesaid, on their part, including the cost of any advertising for new Tenders; and to indemnify and save harmless the said City and their Officers from all loss, damage, cost, charges and expense which they may suffer or be put to by reason of any such default or failure on My/Our part.

I/We propose United States Fidelity & Guaranty Co.

A Company which is willing to become bound with Me/Us in the amount designated for the due performance and fulfillment of the Contract for which this is the Tender.

I/We agree that the dates of completion as referred to in the General Conditions shall be no later than September 30, 1980

A Certified Cheque or Bid Bond in an amount equal to 10% (Ten Percent) of the tender price, payable to the Corporation of the City of Brampton

(\$ 1,199.00) One Thousand, One Hundred
and Ninety-nine xx /100 is enclosed.

Dated at Cobourg, Ontario this Eighteenth day of July

19 80 .

L.O. Hallam
SIGNATURE OF WITNESS

H.G. Wharram
SIGNATURE AND SEAL OF TENDERER

CONTRACT NO.

BID SHEET

1. Tree Pruning Location	Quantity and Description	Unit Price	Total
50 Church	fill cavity in tree trunk at 2 locations	170.	170.
48 Church	Red Maple - prune out	60.	60.
25 Alexander Street	Sugar Maple - shape and take out dead wood	70.	70.
23 Alexander Street	Sugar Maple - prune out dead wood and shape tree	60.	60.
21 Alexander Street	Sugar Maple - prune out all dead wood and cable 2 large limbs. Use 3/8" cable and eyebolts	110.	110.
21 Alexander Street	Silver Maple, prune back, take down large limb above road. Cable 2 large limbs, use 3/8" cable and eyebolts	110.	110.
15 Alexander Street	Soft Maple, prune back, plus repair 2 cavities, cable limb above road to main trunk, use 3/8" cable and eyebolts. Silver Maple, prune up 1-20" caliper and prune back entire tap, cable 3 limbs with 3/8" cable and eyebolts	250.	250.
9 Alexander Street	Soft Maple, prune back tap to proper shape	110.	110.
199 Main Street North	Prune out dead wood to cabled section above parking lot in front of apartment	90.	90.
6 David Street	Cable Norway Maple tree in front of house	40.	40.

CONTRACT NO.

BID SHEET

1. Tree Pruning Location	Quantity and Description	Unit Price	Total
59 Rosedale Avenue	3 Maple trees in total Prune out all excess wood and shape heads	45.	135.
26 Rosedale Ave.	Maple tree - prune up and clean up cavities	50.	50.
22 Rosedale Ave.	2 Maples - prune up and fill cavities	50.	100.
18 Rosedale Ave.	4 Maple trees - prune out and check up cavities. Corner Maple trees - remove 2 large limbs and cable #2 Maple tree and use 3/8" cable and eyebolt	60.	240.
6 Rosedale Ave.	Maple tree - prune out, put 2 cables 3/8" and eyebolts in top of tree on driveway - cable #3 Maple tree and take out dead wood and check cavities	150.	150.
4 Rosedale Ave.	Maple trees (2) - clean out dead wood	40.	80.
26 Centre Street North	Manitoba Maple - prune out and prune back 25%	40.	40.
25 Union Street (Apartments)	Soft Maple - prune back from building and top of tree - cable 2 large limbs 50' above surface - use 3/8" cable and eyebolts	130.	130.
25 Union Street	2 Apple trees - prune out	20.	40.

CONTRACT NO.

BID SHEET

1.	Tree Pruning Location	Quantity and Description	Unit Price	Total
	Open lot - Peel Avenue	Black Walnut tree - prune out all dead wood and shape head	<u>80.</u>	<u>80.</u>
	23 Peel Avenue	Take out or remove centre limb (dangerous)	<u>45.</u>	<u>45.</u>
	20 Peel Avenue	Maple tree - prune out (thin out) and shape head	<u>45.</u>	<u>45.</u>
	16 Peel Avenue	Maple tree - thin out for 15% and shape head	<u>50.</u>	<u>50.</u>
	12 Peel Avenue	Prune out dead wood	<u>50.</u>	<u>50.</u>
	8 Peel Avenue	Prune out dead wood and shape head	<u>40.</u>	<u>40.</u>
	6 Peel Avenue	Prune out dead wood and cable large limbs - use 2 cables 3/8" and eyebolts	<u>130.</u>	<u>130.</u>
	6 Peel Avenue	Maple tree - prune out dead wood maybe removal (double check)	<u>70.</u>	<u>70.</u>
	49 Chapel Street	Remove damaged limb	<u>30.</u>	<u>30.</u>
	36 Chapel Street	Prune out all bad wood	<u>40.</u>	<u>40.</u>
	38 Chapel Street	Prune out all dead wood and thin out excess wood	<u>60.</u>	<u>60.</u>
	85 Wellington Street East	2 Maple trees - prune out all dead wood and excess wood	<u>55.</u>	<u>110.</u>
	20 Wellington Street East	Prune out dead wood and shape head	<u>50.</u>	<u>50.</u>

CONTRACT NO.

BID SHEET

1. Tree Pruning Location	Quantity and Description	Unit Price	Total
8 Wellington Street East	Prune out dead wood and shape head	40.	40.
Frederick Street and Main Street South southside - Yellow home	Maple Tree - prune back top, cable large limbs - use 3/8" cable and eyebolts	80.	80.
Across 3 Frederick Street - north side of road	3 Maple trees - prune up and shape heads	35.	105.
5 Frederick Street	Soft Maple - prune back	65.	65.
7 Frederick Street	Silver Maple - prune back and shape head	65.	65.
13 Frederick Street	Soft Maple - prune back and shape heads (2 trees)	70.	140.
17 Frederick Street	1 Soft Maple - prune back and shape head Ash	50.	50.
137 Elizabeth Street South	Maple tree - thin out all excess wood	40.	40.
133 Elizabeth Street South	Soft Maple - prune out	50.	50.
131 Elizabeth Street Wouth	Soft Maple - prune out	40.	40.
127 Elizabeth Street South	2 Maple trees - prune out all excess wood and shape heads	40.	80.
63 Main Street South	Maple tree - remove one large limb	45.	45.
61 Main Street South	2 Maple trees - prune up and shape heads and cut back top of trees	50.	100.

CONTRACT NO.

BID SHEET

1.	Tree Pruning Location	Quantity and Description	Unit Price	Total
	235 Queen Street West	2 Ash trees and 10 Manitoba Maples - prune	70. <u>40.</u>	140. <u>400.</u>
	215 Queen Street West	1 Soft Maple - prune and cable	<u>110.</u>	<u>110.</u>

CONTRACT NO.
 BID SHEET

2. Removal of Dead trees by Contractor
 and Stumping
 Location

Quantity and
 Description

Unit
 Price

Total

22 Peel Avenue

removal of 1 - 24"
 caliper Maple tree

130.

130.

54 John Street

removal of 1 - 24"
 caliper Maple tree

130.

130.

3. Tree stumping on boulevards Locations	Quantity and Description	Unit Price	Total
Vodden Street - Vodden townhouses	2 stumps	<u>30.</u>	<u>60.</u>
32 and 34 Autumn Road	2 stumps	<u>30.</u>	<u>60.</u>
2 McCulla	2 stumps	<u>30.</u>	<u>60.</u>
62 Fairglen	1 stump	<u>25.</u>	<u>25.</u>
99 Rosedale	1 stump	<u>30.</u>	<u>30.</u>
75 Woodward	1 stump	<u>30.</u>	<u>30.</u>
47 Trueman Street	1 stump	<u>30.</u>	<u>30.</u>
133A Main Street South	1 stump	<u>30.</u>	<u>30.</u>
51 David Street	1 stump	<u>25.</u>	<u>25.</u>
50 Rosedale Avenue	1 stump	<u>35.</u>	<u>35.</u>
267 Main Street North and Rosedale	1 stump	<u>35.</u>	<u>35.</u>
17 Graig Street	1 stump	<u>25.</u>	<u>25.</u>
Frederick and Mill Streets	3 stumps	<u>30.⁵</u>	<u>90.</u>
150 Elliott Street	1 stump	<u>25.</u>	<u>25.</u>
87 Church Street East	1 stump	<u>25.</u>	<u>25.</u>
Centre Street and Nelson West	1 stump	<u>30.</u>	<u>30.</u>
Railroad Street and West Street	1 stump	<u>35.</u>	<u>35.</u>

4. Pruning up trees in Gage Park
Location

Block 1

Quantity and
DescriptionUnit
Price

Total

3 Maple trees and clean out
cavities and repair70.210.1 Large Oak tree, prune out
all bad wood and shape complete
tree and check up large weak
spot at bottom of tree130.130.

Block 2

7 Black Walnut trees and
shape heads95.665.11 Maple trees prune out and
shape heads and prune back if
needed and check up cavities,
clean and repair90.990.1 London Plane tree, prune out
entire tree60.60.7 Oaks, prune out and shape
heads, prune back if necessary95.665.1 Large Ash tree, prune up
and shape head and prune back70.70.

Block 3

14 Maple trees, prune out, check
cavities and repair, prune back if
necessary and shape heads to the
satisfaction of the City of
Brampton80.1,120.2 Oaks, prune up and clean out
lower cavities just above surface95.190.3 Black Walnuts, prune up and
prune back and shape heads95.285.1 Beech tree, prune out and
shape head60.60.

CONTRACT NO.

BID SHEET

1. Tree Pruning Location	Quantity and Description	Unit Price	Total
25 Union Street	Soft Maple - thin out 15% wood-cable large limbs - use 3/8" cable and eyebolts	140.	140.
40 Union Street	Soft Maple - cable - use 3/8" cable - 2 in total	80.	80.
40 Nelson Street West	Maple tree - prune up - remove all dead wood	55.	55.
34 Nelson Street West	Prune out all dead wood and shape head	55.	55.
30 Nelson Street West	On corner - take out or remove 1 bad limb and shape head	40.	40.
28 Nelson Street West	Cable 2 large limbs - use 3/8" cable and eyebolts	50.	50.
28 Nelson Street (acrosse open lot)	Prune out dead wood	40.	40.
1 Peel Avenue	Prune up tree, thin out head, plus drain cavities and cleaning one Maple tree	95.	95.
5 Peel Avenue	Maple tree - prune out dead wood and shape head	50.	50.
7 Peel Avenue	1 Maple tree - take out or remove centre limb Prune out #2 Maple Prune out #3 Maple	70.	210.
11 Peel Avenue	Maple tree - prune out all dead wood	50.	50.
15 Peel Avenue	Black Walnut tree - prune out	50.	50.

5. Tree stumping in different locations "Parks"
Locations

Gage Park

Crescent Hill Park entrance off Dixie Road

Centennial Park at Mary and Guest Streets

Victoria Park Lions Club

Brampton Diversion

Dorchester Park

Quantity and
Description

3 Stumps

3 Stumps

3 Stumps

3 Stumps

7 Stumps

9 Stumps

Unit
Price25.25.25.25.25.25.

Total

75.75.75.75.175.225.

APPENDIX "A"

CONTRACT NO.
BID SHEET

6. Pruning up trees in Birchbank Park
Locations

Pruning out 7 Oaks to the satisfaction
of the City of Brampton -
Horticultural Department

Quantity and
Description

Unit
Price

Total

7 Oaks

90.

630.

BID SHEET

A. FORM OF TENDER (cont'd)

Individual prices shall be tendered for each listed group of trees. State individual group prices as shown below.

Group:

1.	Tendered price	<u>5,300.</u> ✓	dollars &	<u>xx</u>	cents.
2.	Tendered price	<u>260.</u> ✓	dollars &	<u>xx</u>	cents.
3.	Tendered price	<u>650.</u> ✓	dollars &	<u>xx</u>	cents.
4.	Tendered price	<u>4,445.</u> ✓	dollars &	<u>xx</u>	cents.
5.	Tendered price	<u>700.</u> ✓	dollars &	<u>xx</u>	cents.
6.	Tendered price	<u>630.</u> ✓	dollars &	<u>xx</u>	cents.

TOTAL LUMP SUM PRICE \$ 11,985.00 *bl* \$ _____

GENERAL CONDITIONS

THIS FORM SHALL REMAIN ATTACHED TO THIS TENDER

GENERAL TYPE OF CONTRACT:

Tree Pruning, Tree Removal, Stump Removal,
Cabling Various Locations throughout the
City of Brampton.

LOCATION:

As per Appendix "A"

ADMISSION OF TENDER:

Your tender must be made on this form and
returned sealed in the enclosed envelope
ON OR BEFORE 2:00 o'clock p.m. E.D.S.T.,

WEDNESDAY, JULY 23rd, 1980

addressed to Mr. M.S. Lingard, Purchasing
Agent, Supply and Services Section, The
Corporation of the City of Brampton. (One
extra copy of the Form of Tender and Bid Sheet
is included for your retention).

The lowest or any tender is not necessarily
accepted and the City reserves the right to
accept any portion thereof.

COMMENCEMENT DATE:

Work is to commence within ten (10) days of
the receipt of the purchase order.

The Contractor shall supply all labour, equipment and materials necessary to
complete this contract.

My/our signature hereunder, I/We Wharram Tree Service Ltd.

hereby identify this as the General Conditions for Contract No. 80-37

executed by me/us and bearing date the 18th day of July 1980.

Witness L.D. Wallace

Signature HC Wharram

Signature L.D. Wallace

Position in Firm President

MEMORANDUM OF AGREEMENT made in duplicate this
8th Day of September 1980

BETWEEN:

THE CORPORATION OF THE CITY OF BRAMPTON

Hereinafter called the 'City'

OF THE FIRST PART

AND

THE REGIONAL MUNICIPALITY OF PEEL

Hereinafter called the 'Region'

OF THE SECOND PART

WHEREAS the City and the Region entered into an agreement dated the 28th day of January 1980, relating to the keeping of certain records;

AND WHEREAS the City has in its possession certain additional documents, rolls and records;


AND WHEREAS the City has designated the Region of Peel Archives as the place appointed for the purpose of keeping such materials;

NOW THEREFORE this agreement witnesses that, in consideration of the covenants hereinafter contained, the parties hereto agree each with the other as follows:

1. Schedule A to the agreement dated the 28th day of January 1980, between The Corporation of the City of Brampton and The Regional Municipality of Peel is hereby deleted and replaced by Schedule A hereto attached.
2. All of covenants of the agreement dated the 28th day of January, 1980, remain in effect.

IN WITNESS WHEREOF THE PARTIES HERETO have hereunto
affixed their corporate seals under the hands of
their proper officers duly authorized in that behalf.

THE CORPORATION OF THE CITY OF BRAMPTON



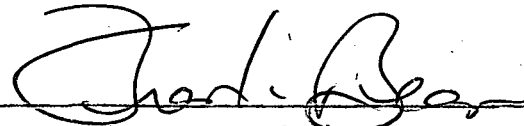
James E. Archdekin, Mayor



Ralph A. Everett, Clerk

AUTHORIZATION BY-LAW	
NUMBER	<u>236-80</u>
PASSED BY CITY	
COUNCIL ON THE	<u>8th</u>
DAY OF	<u>SEPTEMBER</u> 19 <u>80</u>

THE REGIONAL MUNICIPALITY OF PEEL



R. Frank Bean, Chairman



Larry E. Button, Regional Clerk

AUTHORIZATION BY-LAW	
NUMBER.....	<u>154-80</u>
PASSED BY THE REGIONAL	
COUNCIL ON THE.....	<u>16</u>
DAY OF.....	<u>OCTOBER</u> 19 <u>80</u>

SCHEDULE A TO AGREEMENT DATED

<u>BRAMPTON</u>		<u>TORONTO GORE</u>	
By-laws	1874-1973	By-laws	1857-1973
Minutes	1853-1886 *1886-1892 1893-1907 *1908-1911 1911-1948 1950-1973	Minutes	1857-1973
Assessment Rolls	*1877 1893 1910-1922 1924-1929 1935-1938 1940 1943-1972	Assessment Rolls	1880-1961 1966 1969-1970 1972
Collectors' Rolls	1887 1910-1922 1924-1929 1935-1938 1940 1943-1965	Collectors' Rolls	1874 1878 1883 1885-1916 1918-1965
Toronto Gore Population Census			1951-1963
School Census Books (Toronto Gore)			1939-1945
Toronto Gore Board of Health Minutes			1913-1946
Toronto Gore School Section No. 5 Minutes and Accounts			1857-1891
Three Boxes of Miscellaneous Papers (Toronto Gore)			1910-1930
General Register for Public and Separate Schools (Toronto Gore)			1935-1943
Brampton Industrial Commission Minutes			1956-1970
Brampton Water Commission Minutes			1925-1963 1965-1973
School Board Minutes (Town of Brampton)			1873-1895
Brampton Board of Trade Minutes			1906-1919
Village and Town of Brampton Debenture Register			1870-1888
Cemetery Range Books (Town of Brampton)			1894-1935
Brampton Housing Commission Minutes			1919-1946
Brampton By-law Index			1874-1903
Brampton Board of Health Minutes			1912-1918
Visitors Register for Brampton Old Home Week - 1923			1923
Brampton Board of Health Minutes			1929-1946
Brampton Population Census			1965
Book Listing Births - Town of Brampton			1929-1948

*Auditors Reports (Town of Brampton)	1925-1929 1932
*General Journals (Town of Brampton)	1920-1924 1923-1933 1934-1945
*Journals (Town of Brampton)	1888 1901-1911 1911-1921 1933-1937 1939-1941
*Annual Report of Municipal Statistics	1934-1935
*Financial Statements (Town of Brampton)	1934
*List of lands liable to be sold for taxes (Town of Brampton)	1882
*Water Takers Journal (Town of Brampton)	1883
*Consolidated Debenture Book (Town of Brampton)	1890
*Cemetary Rate Book (Town of Brampton)	1926-1931
*Water Commission Cash Book (Town of Brampton)	1912
*Accounts Journal (Town of Brampton)	1920-1932
*Ledger (Town of Brampton)	1938-1939
*Relief Accounts Journal (Town of Brampton)	1939-1941
*Treasurer's Cash Book and General Ledger (Town of Brampton)	1941-1953

* Denotes additional documents, rolls and records.

CONTRACT NO. 80-37

THIS FORM SHALL REMAIN ATTACHED TO THIS TENDER

The Contractor shall prepare this bid legibly in ink or by typewriter.

The Contractor's bid shall be shown in words and also in figures. Any changes, erasures or overwriting of the prices in words shall be initialled.

In the event of any discrepancy between the words and the figures, the words shall be deemed the Contractor's lump sum price and figures shall be ignored.

<u>CONTRACT</u>	<u>DESCRIPTION</u>	<u>CONTRACTOR'S LUMP SUM BID (IN WORDS)</u>	<u>CONTRACTOR'S LUMP SUM BID (IN FIGURES)</u>
80-37	Tree Pruning, Tree Removal, Stump Removal and Cabling	Eleven Thousand, Nine Hundred & \$ <u>Eighty-five</u>	\$ <u>11,985.00</u>
TOTAL LUMP SUM PRICE		Eleven Thousand, Nine Hundred & \$ <u>Eighty-five</u>	\$ <u>11,985.00</u>

Bidders must bid on all of the above work, no partial bids will be accepted. The Corporation of the City of Brampton reserves the right to award all of the Contract or any portion thereof.

If this Tender is accepted I/We Wharram Tree Service Ltd. hereby identify this as the Bid Sheet for Contract No. 80-37 by me/us bearing the date this Eighteenth day of July 1980.

WITNESS L.D. Wallace L.D. Wallace SIGNATURE H.C. Wharram H.C. Wharram

SIGNATURE L.D. Wallace POSITION IN FIRM President

PASSED September 8th, 19 80



BY-LAW

No. 237-80

The authorize the execution of an agreement with WHARRAM TREE SERVICE LTD.
- Contract No. 80-37 (Tree pruning, tree removal, stump removal and cabling)