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THIS AGREEMENT made this 15th day of August, 1923, between The Longview Company, a corporation organized under the laws of the State of Washington, with its principal place of business at Longview, Washington, party of the first part, hereinafter referred to as the "Company" and J. H. Kelly of Kelso in the State of Washington, party of the second part, hereinafter referred to as the "Contractor",

WITNESSETH:

WHEREAS, it is desirable that a system be provided for the handling, collecting and disposing of the garbage, rubbish, ashes and refuse of every kind and character that shall accumulate in that certain territory in Cowlitz County in the State of Washington, known as Longview, and

WHEREAS, the system which contemplates the maintaining of a feeding farm and dump ground appears to be the best, most sanitary and economical for the present requirements and conditions in Longview, and

WHEREAS, the said Contractor represents himself to have had wide experience in the handling and feeding of pure bred stock in connection with the handling, collecting, and disposing of garbage, rubbish, ashes and refuse, and of conducting the two businesses as a joint enterprise, in various cities and towns in the United States,

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

The said Company hereby gives to the said Contractor the exclusive privilege for the term of one year from the date hereof, but determinable as hereinafter provided, of the handling, collecting and disposing of the garbage, rubbish, ashes and refuse that shall accumulate during the said period in Longview, and

The said Company agrees that a certain tract of land owned by it, consisting of 110 acres known as the Carl Insel farm, located on what is known as the "hill road" 5 miles in a N. W. direction from Longview, which farm it is mutually agreed is well located for and adapted to the said purpose of a feeding farm

and dump ground, shall be used by the said Contractor for the said purpose during the time of the existence of the privilege herein given, but no longer,

IN CONSIDERATION WHEREOF: The Contractor covenants and agrees that he will use the said farm for the said purpose, and that he will at once establish thereon a fine stock farm, and will at once provide suitable and proper means and facilities for the handling, collecting and disposing of said garbage, rubbish, ashes and refuse, and will immediately install and institute the service contemplated in this contract.

The said Contractor further covenants and agrees that he will at all times keep the said feeding farm and dump ground, and the premises surrounding the same, in a clean and sanitary condition, and at all times open for the inspection of the said Company's Inspector, and

The said Contractor further covenants and agrees that he will abide by and conform to the rules, regulations and requirements that may hereafter be prescribed by the said Company governing, controlling and relating to the handling, collecting and disposing of said garbage, rubbish, ashes and refuse, and

The said Contractor further covenants and agrees that he will collect the garbage, rubbish, ashes and refuse from each and every hotel, restaurant, hospital and business house in said Longview daily, and that he will collect the garbage, rubbish, ashes and refuse from each and every residence in said Longview at least once a week whose occupant, or occupants, or other interested party, may be ready and willing to pay the charges as specified in the schedule hereinafter contained, for said service. Provided, that he shall not be required to collect the garbage, rubbish, ashes and refuse from any of said premises if the occupant, or occupants, or any interested party fail or refuse to pay for the service rendered as provided in said schedule, and

It is understood and agreed that the Contractor may charge any or all of the residents of Longview availing themselves of his service herein contemplated, but it is understood and agreed that such charges shall not exceed that shown in the following schedule:

|   |         |           |   |
|---|---------|-----------|---|
| Whole produce and fruit stores-----             | \$12.50 | per month |   |
| Wholesale Grocers -----                         | 7.50    | "         | " |
| Restaurants with tables and lunch counters----- | 5.00    | "         | " |
| Hospitals-----                                  | 5.00    | "         | " |
| Butcher Shops-----                              | 5.00    | "         | " |
| Retail Grocery Stores-----                      | 3.00    | "         | " |
| Restaurants without counter-----                | 3.00    | "         | " |
| Dry Goods Stores-----                           | 3.00    | "         | " |
| Hardware stores-----                            | 3.00    | "         | " |
| Drug Stores -----                               | 2.50    | "         | " |
| Feed Stores-----                                | 2.50    | "         | " |
| Cigar stores with fruit-----                    | 2.00    | "         | " |
| Teas and Crockery stores-----                   | 2.00    | "         | " |
| Paint shops-----                                | 1.50    | "         | " |
| Clothing, Furnishing Goods & Shoe Stores-----   | 1.50    | "         | " |
| Racket & Bazaar stores-----                     | 1.50    | "         | " |
| Hotel & Boarding Houses for each 10 rooms-----  | 1.25    | "         | " |
| Rooming houses - for each 10 rooms -----        | 1.25    | "         | " |
| Cigar stores without fruit-----                 | 1.00    | "         | " |
| Printing house -----                            | 1.00    | "         | " |
| Second hand stores-----                         | 1.00    | "         | " |
| All stores not enumerated-----                  | 1.00    | "         | " |
| Private residence-----                          | .75     | "         | " |
| Real Estate offices-----                        | .50     | "         | " |
| Attorneys office-----                           | .50     | "         | " |
| Doctors offices -----                           | .50     | "         | " |

IT IS FURTHER UNDERSTOOD AND AGREED that the Company assumes no liability whatsoever under this contract directly, or indirectly, for the service contemplated herein to be rendered by the said Contractor to any of the residents of Longview, or otherwise, and

It is further understood and agreed that the Company may determine this contract at its option at any time, without thereby incurring any liability, by first giving the Contractor 30 days notice in writing of its intention so to do, and

The said Contractor agrees that when so notified he will at the time fixed in said notice abandon the service contemplated herein, and will quit and peaceably yield up possession to the premises herein provided as a feeding farm and dump ground, and that

during the life of this contract he will commit no waste thereon,  
or permit the same to be used for any unlawful or improper pur-  
pose whatsoever.

IN WITNESS WHEREOF the parties have hereunto executed  
this agreement in duplicate on the day and year first above written.

WITNESS AS TO THE COMPANY:

\_\_\_\_\_

Longview Company

Company,

By S. N. Morris, V. P.

WITNESS AS TO THE CONTRACTOR:

Alex. Hay

\_\_\_\_\_

J. H. Kelly

Contractor.

APPROVED AS TO FORM

J. H. Secret.

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