

BY-LAW NUMBER 35 (1970)  
of THE CORPORATION OF THE TOWN OF PELHAM.

A BY-LAW TO AUTHORIZE THE ENTERING INTO  
OF A GARBAGE COLLECTION CONTRACT WITH  
NATHAN GORDON

WHEREAS Council considers it desirable to enter into a Contract with  
Nathan Gordon for the collection of garbage in garbage area No.1 as defined.

AND WHEREAS the terms of the Contract have been settled and the contract,  
a copy of which is attached hereto and has been signed by Mr. Gordon.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF PELHAM ENACTS  
AS FOLLOWS:

1. THAT the Contract, a copy of which is attached hereto  
and made a part of this By-law, with Nathan Gordon for the collection of  
garbage in garbage area No.1 BE AND THE SAME AS HEREBY APPROVED
2. THAT the Mayor and Clerk are hereby authorized and  
empowered to execute the said Contract and to affix thereto the corporate  
seal.

READ A FIRST, SECOND AND THIRD TIME AND PASSED IN COUNCIL THIS 13 DAY  
OF April, 1970.

  
MAYOR

  
CLERK

DATED: April 13 , 1970.

A BY-LAW TO AUTHORIZE THE ENTERING  
INTO OF A GARBAGE COLLECTION  
CONTRACT WITH NATHAN GORDON

-----

BAKER & SWAYZE  
Barristers & Solicitors  
163 Division Street  
Welland, Ontario

THB:vk

MEMORANDUM OF AGREEMENT MADE THIS 13 DAY OF  
April A.D. 1970.

B E T W E E N:

THE CORPORATION OF THE TOWN OF PELHAM,

hereinafter called the "TOWN"

OF THE FIRST PART

- and -

NATHAN GORDON, of the Town of Pelham,  
in the Regional Municipality of Niagara,

hereinafter called the "COLLECTOR"

OF THE SECOND PART

WHEREAS the Council of the Town has, by By-law, established garbage area No. 1 as being that part of the Town consisting of the former Village of Fonthill together with that part of the former Township of Thorold now within the limits of the Town of Pelham

AND WHEREAS Nathan Gordon has for some time been collecting garbage within areas that comprised the former Village of Fonthill and parts of the former Township of Thorold and with the advent of Regional Government and the creation of the Town of Pelham it is now deemed expedient to enter into this Agreement:

W I T N E S S E T H therefore that the parties hereto mutually covenant and agree as follows:

(1) THIS AGREEMENT shall be for a term of THREE YEARS from the 1st day of January, 1970, to be completed and ended on the 31st day of December, 1972.

(2) THE COLLECTOR covenants and agrees to pick up garbage once a week from each occupied residence, commercial unit or farm located within the garbage area No. 1 as herein described and as shown outlined in red on Plan hereto attached. For the purposes of this Agreement where an apartment building contains more than three residential units a "pick-up" will be chargeable on the basis of one charge for each three units or portions thereof.

(3) THE COLLECTOR will transport the garbage, so collected, to either of the two existing municipal garbage dumps on Rice Road or Centre Street as directed, from time to time during the term of this Agreement, by Council.

(4) THE COLLECTOR shall take due precaution and care to ensure that no part of the garbage collected shall be spilled or dropped from the collection vehicles on any of the roads, lanes or highways of the Town.

(5) THE TOWN covenants and agrees to pay the Collector for said collection services the following rates:  
for the year 1970 at the rate of \$10.00 per pick-up per annum;  
for the year 1971 at the rate of \$10.25 per pick-up per annum;  
for the year 1972 at the rate of \$10.50 per pick-up per annum.  
The said payments shall be made at such times as may be agreed on between the Parties hereto, and shall be based on a list of "pick-ups" which shall be prepared and agreed upon at the time of the entering into of this contract and which lists shall be amended and up-dated by the Parties hereto, according to the facts, semi-annually.

(6) THE COLLECTOR shall not be required to collect more than four containers, not exceeding forty pounds each, at each pick-up.

(7) IN THE EVENT that during the term of this Contract the municipal garbage disposal sites, herein referred to, are re-located at a greater distance from Area 1 it is agreed that the Parties hereto may renegotiate the rates for the balance of the term of this Contract and in the event of failure to agree either party may terminate this Agreement upon giving <sup>176</sup> TWO months notice to the other Party.

IN WITNESS WHEREOF the Mayor and Clerk of the Corporation of the Town of Pelham have hereunto set their hands and affixed the corporate seal, and the said Collector has hereunto set his hand and seal.

SIGNED, SEALED AND DELIVERED )


IN THE PRESENCE OF )

THE CORPORATION OF THE TOWNSHIP  
OF PELHAM

  
MAYOR



  
CLERK

  
As to execution by  
Nathan Gordon

  
(Nathan Gordon)



DATED: April 13 , 1970

THE CORPORATION OF THE TOWN OF PELHAM

- and -

NATHAN GORDON

-----  
A G R E E M E N T  
-----

BAKER & SWAYZE  
Barristers & Solicitors  
163 Division Street  
Welland, Ontario

THB:vk