

THIS AGREEMENT MADE AT THE TOWNS OF LARK HARBOUR AND YORK HARBOUR IN THE PROVINCE OF NEWFOUNDLAND AND LABRADOR:
THIS 24th DAY OF February, 2004 A.D.

BETWEEN THE TOWNS OF LARK HARBOUR AND YORK HARBOUR (HEREINAFTER CALLED THE "TOWNS").

AND MURPHY BROTHERS LIMITED (HEREINAFTER CALLED "CONTRACTOR").

IT IS AGREED AS FOLLOWS:

01. The contractor shall collect and dispose of garbage from towns and shall dispose of the garbage at the Wild Cove Dumpsite.
02. The contractor shall commence garbage pick up on Wednesday, 8:00 A.M., January 07, 2004 and continue weekly pick up for a period of two (2) years ending December 31, 2005.
03. The contractor shall pick up all household garbage at the curbside and that large (regular) size garbage bags shall be used by the residents of the towns.
04. The contractor shall pick up all household, school, town buildings, and small business garbage.
05. The contractor shall pick up garbage on all bi-roads maintained by the towns. List of roads attached.
06. The contractor shall do a yearly clean up in the towns. Yearly clean up is scheduled in May and amounting to five-six extra collections.
07. The total contract price payable by the towns to the contractor shall be \$ 19,462.43 plus HST per annum. Payments will be paid monthly with separate invoicing to the towns - Town of Lark Harbour 65% for \$1,054.34 plus HST and Town of York Harbour 35% for \$567.53 plus HST.
08. The contractor shall supply a truck with a 20 cubic yard packer.
09. The contractor shall be responsible for his equipment, all repairs, fuel and all other costs including licence, permit etc.
10. The contractor shall pay all drivers and helpers and be responsible for all payments required under provincial and federal legislation.

11. The contractor shall operate on a fixed and specific schedule and shall give notice to the towns of any changes at least forty-eight (48) hours before any changes proposed. The contractor shall also immediately notify the towns of any mechanical problems with the contractor's equipment and his alternate plans as to garbage pick up.
12. The contractor shall indemnify and save the towns harmless from any and all claims against the towns arising out of the performance of the contractor's services under this agreement.
13. The terms of this agreement may only be amended in writing signed by both parties.
14. This agreement is governed by the laws of the Province of Newfoundland and Labrador.
15. Time is of the essence of this agreement.

SIGNED, SEALED AND DELIVERED

Benny Murphy
WITNESS

MURPHY BROTHERS LIMITED

[Signature]
CONTRACTOR'S SIGNATURE

TOWN OF LARK HARBOUR

[Signature]
MAYOR

TOWN OF YORK HARBOUR

MAYOR