

AGREEMENT

THIS AGREEMENT made effective June 09, 2011

BETWEEN:

MAYNE ISLAND IMPROVEMENT DISTRICT, an improvement district incorporated under the *Water Act* by Letters Patent issued on April 20, 1964 (the "MIID")

AND:

RICKY DODDS, of [REDACTED] Mayne Island, British Columbia V0N 2J0 ("Dodds")

AND:

RIEN VAN VELD, of [REDACTED] Mayne Island, British Columbia V0N 2J0 ("Van Veld")

WHEREAS:

A. The MIID is authorized by the Letters Patent issued on April 21, 1964 to provide garbage collection and disposal services to residents on Mayne Island.

B. The MIID wishes to engage Dodds and Van Veld to collect, store and dispose of garbage on Mayne Island, and Dodds and Van Veld wish to accept this engagement.

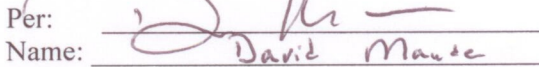
NOW, THEREFORE, THIS AGREEMENT WITNESSES that, in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions herein set out, the parties agree as follows:

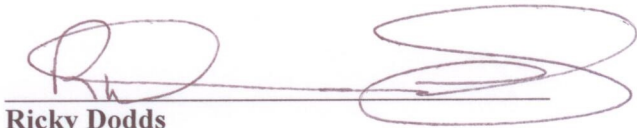
1. This Agreement shall supersede and replace all previous agreements made between the MIID and Dodds in relation to the collection and disposal of garbage.
2. The MIID shall engage Dodds and Van Veld to collect and dispose of garbage on Mayne Island ("Garbage Disposal").
3. Garbage Disposal expressly excludes the following:
 - i. the collection, storage and administration of items accepted by the Capital Regional District for recycling on Mayne Island; and
 - ii. the storage of garbage collected before its removal from Mayne Island ("Garbage Storage").

4. Garbage Storage will be in the form and location as agreed to in writing by the parties from time to time.
5. Dodds and Van Veld will provide all tools, equipment and vehicles required for Garbage Disposal and Garbage Storage, and will be solely responsible for the maintenance, insurance and appropriate licensing of these tools, equipment and vehicles.
6. Dodds and Van Veld shall be solely responsible for the collection of fees for Garbage Disposal and Garbage Storage from residents of Mayne Island.
7. Subject to written approval by the MIID, Dodds and Van Veld will determine the fee schedule for Garbage Disposal and Garbage Storage, the collection method of such fees and the Garbage Disposal pick-up schedule from time to time.
8. Dodds and Van Veld agree to observe and follow all bylaws, rules, regulations and policies in effect published by the MIID, the Capitol Regional District, the Vancouver Island Health Authority and the Islands Trust in relation to Garbage Disposal and Garbage Storage.
9. Dodds and Van Veld agree to observe the provisions of MIID Drug and Alcohol Policy Statement at all times when undertaking Garbage Disposal and Garbage Storage.
10. It is the parties' intention that Dodds and Van Veld shall remain self employed, and that this Agreement and Dodds' and Van Veld's engagement hereunder shall not be considered a contract of employment, and in no circumstances shall Dodds and Van Veld be considered employees of the MIID.
11. Dodds and Van Veld may unanimously assign this Agreement provided that Garbage Disposal is not interrupted, and that the MIID consents in writing to the assignment.
12. Either party may terminate this Agreement upon the provision of sixty (60) days written notice to the other party.

IN WITNESS WHEREOF, the MIID, Dodds and Van Veld, have executed this AGREEMENT as of the date first written above

Mayne Island Improvement District

Per: 
Name: David Maute
Title: Chair


Ricky Dodds


Rich Van Veld