

CORPORATION OF THE COUNTY OF DUFFERIN

BY-LAW NUMBER 2025-55

A BY-LAW TO AUTHORIZE THE WARDEN AND THE CLERK TO EXECUTE AN AGREEMENT BETWEEN THE CORPORATION OF THE COUNTY OF DUFFERIN AND AUTOMOTIVE MATERIALS STEWARDSHIP INC. (Municipal and First Nations Automotive Materials Services Amending Agreement)

BE IT ENACTED BY THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE COUNTY OF DUFFERIN AS FOLLOWS:

1. That the agreement between the County of Dufferin and Automotive Materials Stewardship Inc., in a form substantially the same as attached hereto as Schedule "A" be approved.
2. That the staff of the County of Dufferin is hereby authorized to take such actions as are appropriate, and the Warden and Clerk are hereby authorized to execute such documents as are appropriate to implement the agreement referred to herein.

READ a first, second and third time and finally passed this 27th day of November, 2025.

Original signed by:

Janet Horner, Warden



Original signed by:

Michelle Dunne, Clerk

For a complete copy of the agreement, please contact the Clerk's Division.

MUNICIPAL & FIRST NATIONS AUTOMOTIVE MATERIALS SERVICES AMENDING AGREEMENT

THIS AMENDING AGREEMENT is made as of the first (1st) day of January, 2026 (the "**Effective Date**").

BETWEEN:

AUTOMOTIVE MATERIALS STEWARDSHIP INC. ("AMS")

- and -

THE CORPORATION OF THE COUNTY OF DUFFERIN (the "COLLECTOR")

(collectively, the "Parties")

WHEREAS AMS and the Collector entered into a Municipal & First Nations Materials Services Agreement (the "**Agreement**"); and

AND WHEREAS AMS and the Collector are mutually desirous of making changes to the Agreement.

AND WHEREAS this Amending Agreement replaces any prior amending agreement that may have been executed by the Collector.

NOW, THEREFORE in consideration of the promises and the mutual obligations and covenants herein set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, AMS and the Collector hereby agree as follows:

Article 1: Amendments to the Agreement

- (a) **Effect of Amending Agreement.** The Agreement is modified only by the underlined provisions of this Amending Agreement, and, except as so modified, the Agreement shall remain unchanged and in full force and effect.
- (b) **Recitals.** The Recitals in the Agreement are hereby removed and replaced with the following recitals:
 - A. AMS will be offering services as a producer responsibility organization ("**PRO**") under the Hazardous and Special Products Regulation, O. Reg. 449/21 ("**HSP Regulation**") made under the *Resource Recovery and Circular Economy Act, 2016* (the "**RRCEA**") (collectively, the "**AMS Program**").
 - B. As a PRO, AMS is establishing a collection and management system for HSP consisting of antifreeze (including antifreeze containers less than 30 litres), oil containers, and/or or oil filters (collectively, "**Automotive Hazardous and Special Products**" or "**Automotive HSP**") as more particularly defined below.

- C. The HSP Regulation was amended by O. Reg. 558/24 to provide producers with additional flexibility to meet their obligations, including with respect to the provision of Collection Services that are readily accessible to the public.
 - D. AMS and Collector wish to enter into an agreement concerning the provision of services by the Collector to AMS concerning Automotive HSP under O. Reg. 449/21 as amended.
- (c) **Amendments Due to O. Reg. 558.24.** The following provisions are added to Article 2 of the Agreement:
- 2.3 In accordance with subsection 22(2)2.i of the HSP Regulation, respecting the commitment of the Collector to do the following in the calendar year, the Collector shall:
 - (a) establish and operate, at a minimum, the number of depots that Collector operated two calendar years prior to the then current calendar year; and
 - (b) provide, at a minimum, the number of events that were provided by Collector two calendar years prior to the then current calendar year.
 - 2.4 AMS acknowledges that the Collector has the right to make its own operational decisions provided that those operational decisions do not conflict with this Agreement or the HSP Regulation. As a result, the parties agree that Schedule “A” will be amended through written notice between the Collector and AMS from time to time to reflect, at minimum, the lesser of:
 - (a) the number of depots and events operated by the Collector two years prior to the then current calendar year; and
 - (b) the number of depots and events operated by the Collector during the then current calendar year.
- (d) **Amendments to Term.** The following changes are made to Article 6 of the Agreement:
- 6.1 This Agreement will commence on the Effective Date and its initial term will continue for five years until December 31, 2030. This Agreement will automatically renew for an additional five (5) years unless or until it is terminated in accordance with this Agreement. The initial term and any such additional term or terms are herein referred to as the “Term”.
- (e) **Amendments to Termination.** The following changes are made to Article 22.5(e) of the Agreement:
- 22.5 Either Party may terminate this agreement immediately upon written notice to the other Party, except as expressly stated, if:
 - (e) AMS, or any assignee or successor to AMS, ceases to provide services as a PRO.
- (f) **Amendments to Additional Conditions.** The following changes are made to Article 24.1 of the Agreement: