

CORPORATION OF THE COUNTY OF DUFFERIN

BY-LAW NUMBER 2020-18

A BY-LAW TO APPROVE AN AGREEMENT BETWEEN THE CORPORATION OF THE COUNTY OF DUFFERIN AND THE AUTOMOTIVE MATERIALS STEWARDSHIP INC. (Automotive Materials Stewardship)

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 the 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 on this 13th day of February, 2020.



Darren White, Warden



Pam Hillock, Clerk

**AMENDING AGREEMENT
MUNICIPAL AUTOMOTIVE MATERIALS SERVICES AGREEMENT**

This Amending Agreement (the “**Amending Agreement**”) is made as of January 8, 2020.

BETWEEN:

AUTOMOTIVE MATERIALS STEWARDSHIP INC. (“AMS”)

and

THE CORPORATION OF THE COUNTY OF DUFFERIN (the “Municipality”)

(collectively, the “**Parties**”)

WHEREAS:

- A. AMS and the Municipality entered into an agreement concerning the collection of certain automotive materials dated April 1, 2017 (as amended, modified or restated from time to time, by the Parties, the “**AMS Services Agreement**”);
- B. The parties wish to make certain amendments to the Agreement as set out herein.

NOW THEREFORE, FOR VALUE RECEIVED, the Parties agree as follows:

- 1. The AMS Services Agreement is hereby amended in accordance with the provisions set out in Schedule “A” hereto effective as of February 1, 2020.
- 2. All capitalized terms which are used herein without being specifically defined herein shall have the meanings ascribed to them in the AMS Services Agreement.
- 3. Any section marked as “Intentionally Deleted” in the AMS Services Agreement remains “Intentionally Deleted” and is not replaced by or amended by anything in Schedule “A”.
- 4. Except as amended by the amendments expressly set forth in Schedule “A” of this Amending Agreement, the AMS Services Agreement shall remain unchanged and continue in full force and effect and is hereby in all other respects ratified and confirmed.
- 5. If any provision of this Amending Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect (a) the legality, validity or enforceability of the remaining provisions of this Amending Agreement or (b) the legality, validity or enforceability of that provision in any other jurisdiction.
- 6. This Amending Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and each of the Parties

hereto agrees irrevocably to conform to the non-exclusive jurisdiction of the Courts of such Province.

7. This Amending Agreement shall enure to the benefit of and shall be binding upon the Parties hereto and their respective successors and permitted assigns. Nothing in this Amending Agreement, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy or claim under this Amending Agreement.

8. If any provision of this Amending Agreement is inconsistent or conflicts with any provision of the AMS Services Agreement, the relevant provision of this Amending Agreement shall prevail and be paramount.

9. Schedule "A" is attached hereto and incorporated in and forms part of this Amending Agreement.

10. This Amending Agreement may be executed in one or more counterparts, including by means of facsimile and/or portable document format, each of which shall be deemed to be a duplicate original, but all of which, taken together, constitute a single document.

IN WITNESS WHEREOF the Parties have signed this Amending Agreement as of the date first set out above.

**AUTOMOTIVE MATERIALS
STEWARDSHIP INC.**

By: _____
Name: David Pearce
Title: Board Secretary & Operations Officer

**THE CORPORATION OF THE COUNTY
OF DUFFERIN**

By: _____
Name: Darren White
Title: Warden
By: _____
Name: Pam Hillock
Title: Clerk

**AUTHORIZED BY DUFFERIN COUNCIL
BY-LAW RESOLUTION NO. 2020-18
THE 13th DAY OF February, 2020.**

**SCHEDULE "A" TO THE AMENDING AGREEMENT
MUNICIPAL AUTOMOTIVE MATERIALS SERVICES AGREEMENT**

The Parties agree to amend the AMS Services Agreement as follows:

1. Section 4.1 of the AMS Services Agreement is deleted in its entirety and replaced with the following new Sections 4.1 and 4.2:

"4.1 This Agreement will commence on the Effective Date and its initial term will continue until the March 31, 2020. The initial term and any such additional term or terms are herein referred to as the "**Initial Term**".

"4.2 At the expiry of the Initial Term this Agreement will automatically renew for successive renewal terms (each a "**Renewal Term**") of twelve (12) months each unless written notice of termination is provided by either party to the other party at least ninety (90) days prior to the expiry of the Initial Term or the then current Renewal Term, as applicable. The Initial Term and if applicable, any Renewal Terms, are referred to as the "**Term**" of this Agreement. The termination provisions contained in this section are subject to the parties' termination rights in Section 19 of this Agreement."