

**The Corporation of the Township of
Southgate By-law Number 2020-033**

**being a by-law to authorize an amending agreement between
Automotive Materials Stewardship Inc. and the Township of Southgate**

Whereas the Municipal Act, S.O. 2001, Chapter 25, as amended, Section 5 (3), states that municipal power, including a municipality's capacity, rights, powers and privileges, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise; and

Whereas Section 8 of the Municipal Act 2001, R.S.O. 2001, as amended provides that a municipality has the authority to govern its affairs as it considers appropriate and enables the municipality to respond to municipal issues; and

Whereas Section 9 of the Municipal Act, 2001, Chapter 25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act; and

Whereas the Township of Southgate entered into an agreement with Automotive Materials Stewardship Inc. dated April 1, 2017 concerning the collection of certain automotive materials; and

Whereas it is deemed necessary and desirable that the Council of the Corporation of the Township of Southgate enact a by-law authorizing the Corporation to enter into an amending agreement with Automotive Materials Stewardship Inc.,

Now therefore be it resolved that the Council of the Corporation of the Township of Southgate enacts as follows:

1. **That** the amending agreement between Automotive Materials Stewardship Inc. and the Township of Southgate, attached hereto at Schedule A is hereby ratified and confirmed; and
2. **That** the CAO is authorized to sign the amending agreement on behalf of the Township of Southgate; and
3. **That** where the provisions of any other by-law, resolution or action of Council are inconsistent with the provisions of this by-law, the provisions of this by-law shall prevail.

Read a first, second and third time and finally passed this 4th day of March, 2020.

John Woodbury – Mayor

Lindsey Green – Acting 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

TOWNSHIP OF SOUTHGATE (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

TOWNSHIP OF SOUTHGATE

By: _____
Name:
Title:

**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.”