



**THE CORPORATION OF THE TOWNSHIP OF AUGUSTA  
BY-LAW NUMBER 3694-2024**

**BEING A BY-LAW TO AUTHORIZE AN AGREEMENT BETWEEN MUNICIPAL &  
FIRST NATIONS AUTOMOTIVE MATERIALS SERVICES AND THE CORPORATION  
OF THE TOWNSHIP OF AUGUSTA**

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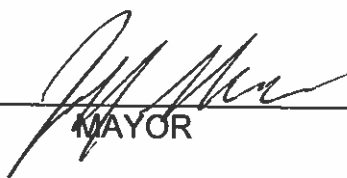
**WHEREAS** the Municipal Act 2001, SO 2001, Chapter 25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this Act;

**AND WHEREAS** the Council of the Township of Augusta wishes to enter into an agreement with Municipal & First Nations Automotive Materials Services;

**NOW THEREFORE** the Council of the Township of Augusta hereby enacts as follows:

1. **THAT** the Mayor and Clerk are hereby authorized to sign the Municipal & First Nations Automotive Materials Services Amending Agreement.
2. **THAT** Schedule A shall form part of this By-Law.
3. **THAT** this By-Law will come into force and take effect on its passing.

Read a first, second, and third time and finally passed this 26<sup>th</sup> day of February, 2024.

  
MAYOR

  
CLERK

**MUNICIPAL & FIRST NATIONS AUTOMOTIVE MATERIALS SERVICES AMENDING AGREEMENT**

**THIS AMENDING AGREEMENT** is made as of the 1<sup>st</sup> day of January, 2024 (the "Effective Date").

**BETWEEN:**

**AUTOMOTIVE MATERIALS STEWARDSHIP INC. ("AMS")**

- and -

**CORPORATION OF THE TOWNSHIP OF AUGUSTA ("COLLECTOR")**

**(collectively, the "Parties")**

**WHEREAS** AMS and the Collector entered into a Municipal & First Nations Automotive Materials Services Agreement effective October 1, 2021 (the "Agreement"); and

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

**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:

**1. Amendment**

- a. Schedule "B" to the Agreement is hereby replaced with the new Schedule "B" attached hereto this Amending Agreement as Appendix A.
- b. Except for this change, all other terms of the Agreement remain the same.
- c. The Agreement is modified only by the express provisions of this Amending Agreement, and, except as so modified, the Agreement shall remain unchanged and in full force and effect.

**2. Miscellaneous**

- a. This Amending Agreement is governed by and will be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- b. If any provision of this Amending Agreement is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be severed from this Amending Agreement and the remaining provisions will continue in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either of the parties.

- c. This Amending Agreement will enure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.
- d. In the event of any inconsistency between the terms of this Amending Agreement and the terms of the Agreement, the terms of this Amending Agreement shall prevail to the extent of any such inconsistency.
- e. This Amending Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and cancels and supersedes any other understandings and agreements between the parties with respect thereto, whether written or oral, and whether made prior to the date first written above.
- f. This Amending Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which taken together will be deemed to constitute one and the same instrument. Delivery of an executed signature page to this Amending Agreement by any party by electronic transmission will be as effective as delivery of a manually executed copy of this Amending Agreement by such party.

***[the rest of this page is left intentionally blank]***

IN WITNESS WHEREOF the parties hereto have executed this Amending Agreement as of the date first set out above.

**AUTOMOTIVE MATERIALS STEWARDSHIP**

By:  \_\_\_\_\_

Name: David Pearce

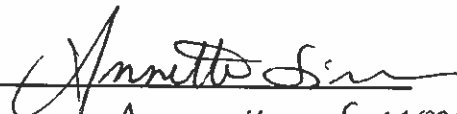
Title: Executive Director

**Corporation of the Township of Augusta**

By:  \_\_\_\_\_

Name: JEFF SHAVEN

Title: MAYOR

By:  \_\_\_\_\_

Name: Annette Simonian

Title: Clerk

Note: Second signatory to be completed by Collector only if Collector requires two signatories (and by leaving the second signatory blank and returning the Amendment to AMS, Collector and the first signatory represent that no additional signatories are required).

**APPENDIX A**

**SCHEDULE "B" – PAYMENT FOR COLLECTION SERVICES**

1. AMS will pay the Collector for Automotive HSP Collection Services as follows:
  - (a) For Material Management Services – Depot, AMS will pay the Collector the rate of \$0.66 per hour plus applicable taxes for the Total Reimbursable Hours set out in Schedule "A", to be paid in 12 equal monthly instalments. For greater clarity, the monthly instalment will be calculated as Total Reimbursable Hours divided by 12 and multiplied by the Hourly Rate.
  - (b) For Material Management Services – Event, AMS will pay the Collector a rate of \$0.00 per tonne of Automotive HSP plus applicable taxes.
  - (c) For Material Management Services – Event (and transportation to Depot), AMS will pay the Collector a rate of \$0.00 per tonne of Automotive HSP plus applicable taxes.
2. Notwithstanding Section 16.1, AMS may increase a payment rate, as identified above, without requiring an amendment. Collector will be notified of any increase to a payment rate a minimum of thirty (30) days in advance through written notice, as per Section 9.0.