

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

CANADIAN WESTERN BANK

Applicant

- and -

2722959 ONTARIO LTD. and 2156775 ONTARIO LIMITED

Respondents

MOTION RECORD

May 3, 2023

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AFFIDAVIT OF JAYME CORCORAN SAUNDERS

I, **JAYME CORCORAN SAUNDERS**, of the City of Brampton in the Province of Ontario, Legal Counsel, **MAKE OATH AND SAY:**

1. I am a legal counsel employed by the Regional Municipality of Peel (hereinafter, the “Region” or “Peel”). I have assisted in, and currently have carriage of, the defence of the Region in Brampton Actions CV-20-00002978 (“Action 2978” or “the First Action”) and CV-21-00003036 (“Action 3036” or “the Second Action”). I am also presently the supervising lawyer and “client” in respect of Brampton Action CV-21-00003482 (“Action 3482” or “the Third Action”) in which David Boghosian of Boghosian + Allen LLP is counsel. The three actions are hereinafter collectively referred to as “the Actions”. As such, I have knowledge of the matters set out in this Affidavit. To the extent I cite any evidence not within my personal knowledge, I verily believe such evidence to be true.

2. Attached hereto and marked as **Exhibit “A”** to this my Affidavit is a true copy of the Reasons for Decision of Justice Osborne in respect of the Receivership Order he issued on November 3, 2022, which Order is Exhibit “A to the Affidavit of Frank D’Angelo sworn on February 13, 2023. As can be seen from the Endorsement, Justice Osborne concludes that numbered companies 2156775 Ontario Limited (“215”) and 2722959 Ontario Limited (“272”) (hereinafter referred to as “the Respondents”) are collectively “D’Angelo Brands”, are alter egos

of one another and are, for all intents and purposes, one in the same entity, or one jointly-controlled entity.

3. Since August 2020, D'Angelo Brands has commenced three separate actions against the Region in respect of the same subject matter – its dispute regarding water charges and waste water surcharges. All three actions remain active.

4. On August 19, 2020, D'Angelo Brands commenced the First Action (Action 2978) against the Region only for, among other things:

- (a) damages in the amount of \$3,000,000.00 for breach of contract, negligence, bad faith and breach of Peel's statutory duty arising out of the supply of water and discharge of wastewater from the D'Angelo Brands' business premises and arising out of the Sewage Discharge Agreement dated January 1, 2019 entered into between the Plaintiff and Peel;
- (b) full disclosure and an account of all tests, measurements and reports conducted by Peel's employees with respect to the quantity of biochemical oxygen demand ("BOD") and wastewater discharged by D'Angelo Brands into Peel's sewage system; and
- (c) an interlocutory and permanent injunction restraining Peel, its employees and agents from disconnecting the water supply to D'Angelo Brands' business premises.

The Statement of Claim in the First Action can be found at **Exhibit "E"** to this Affidavit, being part of Exhibit "J" to the Affidavit of Elaine Gilliland sworn December 8, 2022 in support of Peel's security for costs motion against D'Angelo Brands.

5. On or around August 23, 2021, D'Angelo Brands commenced the Second Action (Action 3036) against the Region as well as the City of Mississauga, for, among other things:

- (a) full disclosure and accounting of i) water charges and surcharges billed by Peel to D'Angelo Brands from November 2017 to the date of trial; ii) all bailiff charges

billed to the Plaintiff; and iii) all interest charges charged by Peel to D'Angelo Brands from November 2017 to the date of trial; and

- (b) a reduction and adjustment of all water charges, waste water surcharges and bailiff's fees.

6. On or around April 12, 2021, D'Angelo Brands brought a motion to amend the Statement of Claim in the First Action to add 4 employees and elected officials of the Region - Nando Iannica, Elaine Gilliland, Steven Fantin and Bill Ford (hereinafter collectively referred to as the "Individual Defendants") - returnable September 1, 2021. Attached hereto and marked as **Exhibit "B"** to this Affidavit is a true copy of the Plaintiff's Notice of Motion in respect of that motion. A complete motion record, factum and book of authorities were served and filed by Plaintiff's counsel for D'Angelo Brands in respect of that motion.

7. At all material times, the Individual Defendants held the following positions with the Region:

- (a) Nando Iannica is the Regional Chair and Chief Executive Officer of the Region;
- (b) Elaine Gilliland is the Director of Water and Wastewater in the Public Works Department;
- (c) Steven Fantin is the Director of Operations Support in the Public Works Department; and,
- (d) Bill Ford is an Inspector (pollution control) in the Public Works Department.

8. D'Angelo Brands' motion was opposed by the Region and the Region served and filed responding motion materials.

9. I am informed by Legal Counsel Jennifer Bruce of Peel and verily believe that D'Angelo Brands' motion to amend the Statement of Claim in the First Action did not proceed on September 1, 2021 as it was struck off the motions list due to the failure of counsel for D'Angelo Brands to submit the Motion Confirmation Form 14 days prior to the scheduled motion, as required by the

Central West Region's Practice Direction at the time. Attached hereto and marked as **Exhibit "C"** are true copies of correspondences between counsel for D'Angelo Brands, Mr. Klug and the Brampton Court on August 31, 2021 (the day before the motion) and September 1, 2021.

10. Instead of scheduling a subsequent motion, D'Angelo Brands commenced the Third Action (Action 3482) on September 28, 2021 against the Region and the Individual Defendants (as well as a fifth Peel employee, Khawer Rauf, the Manager of Billings, who was not named in the motion to amend the Statement of Claim in the First Action) seeking damages arising from a dispute over water charges and waste water surcharges in order to avoid having to bring a motion to amend the Statement of Claim in the First Action as it ought to have done pursuant to the *Rules of Civil Procedure*.

11. In the Third Action, D'Angelo Brands alleges, *inter alia*, the following:

- (a) it is a co-packager of beverages and juices, operating its business from 4500 Eastgate Parkway, Mississauga, Ontario, and has operated its business at this location for more than 15 years;
- (b) the Region is responsible for the delivery of services and infrastructure related to water delivery and wastewater treatment and that D'Angelo Brands received such services from the Region; and
- (c) it has suffered damages in the amount of \$20,000,000.00 (up from the \$3 Million claimed in the First Action) for breach of contract, negligence, dishonest conduct, abuse of office and breach of statutory duty on the part of the Region and the Individual Defendants arising out of the supply of water to, and discharge of wastewater from, its business premises and arising out of the Sewage Discharge Agreement dated January 1, 2019 entered into between the Plaintiff and Peel.

The Statement of Claim in the First Action can be found at **Exhibit "E"** to this Affidavit, being part of Exhibit "J" to the Affidavit of Elaine Gilliland sworn December 8, 2022 in support of Peel's security for costs motion against D'Angelo Brands.

12. The First Action and the Third Action are seeking nearly identical relief and on the exact same grounds. In fact, nearly half of the paragraphs in the Third Action are materially identical to those in the First Action. Below is a chart identifying the paragraphs in the Third Action that are the same as those in the First Action:

Paragraph Numbers in First Action	Paragraph Numbers in Third Action
1a	1a (except for quantum)
1d	1b
1e	1c
1g	1d
2	2
3	3
5	10
6	11
7	12
8	13
9	15
10	16
11	17
12	18
13	19
15	21
16	22
17	23
18	24
19	25
20	26
21	27 (except for quantum)
22	28 (except for quantum)
23	29
24	30
25	31
26	32
27	33
28	34
29	35
32	47
33	48

13. Affidavits of Documents were delivered in the First Action. Contrary to the allegation at paragraph 42 of Frank D'Angelo's Affidavit sworn April 27, 2023 that D'Angelo Brands has "produced extensive Affidavits of Documents", D'Angelo Brands has not served multiple Affidavits of Documents but rather has served only one (i.e., its Affidavit of Documents in the First Action, a copy of which is attached hereto (without productions) as **Exhibit "D"**). Moreover, the Plaintiff's Affidavit of Documents in the First Action is devoid of any adequate documentation relating to what, if any, damages D'Angelo Brands has suffered in relation to charges for the Region's supply of water and wastewater services. Despite a number of requests by Legal Counsel Jennifer Bruce to counsel for D'Angelo Brands, Mr. Klug, for proper production of damage documentation, none has been forthcoming to date. No other steps had been taken by D'Angelo Brands to advance any of the 3 actions other than this beyond service of a deficient Affidavit of Documents in one of the actions.

14. Prior to Peel becoming aware of the Receivership Order, Peel brought a motion for security for costs in the Second Action (Action 3036), along with its co-Defendant, the Corporation of the City of Mississauga, which was returnable February 23, 2023. The security for costs motion was adjourned sine die after Peel was made aware of the Receivership Order. Attached hereto and marked as **Exhibit "E"** to this my Affidavit is a true copy of the Affidavit of Elaine Gilliland of the Region of Peel sworn on December 8, 2022 with exhibits, which formed part of the Region's materials for the security for costs motion, and attached hereto and marked as **Exhibit "F"** is a true copy of the Region's Bill of Costs filed in support of the motion.

15. Peel has incurred costs in defending Action 2978 and Action 3428. Attached hereto and marked as **Exhibit "G1"** are the internal dockets of Peel in-house personnel in defending Action 2978. Attached hereto as **Exhibit "G2"** are invoices to Peel from external counsel defending Action 3428. Depending on the outcome of this motion to lift the stay of proceedings, Action 2978 may also be referred to Peel's external counsel Boghosian + Allen LLP given that it concerns almost identical subject matter to Action 3428. I am advised by Mr. Boghosian, and I verily believe, that Peel's legal costs for the combined handling of the two actions will be increased due to the increased time requirement for Examinations for Discovery and trial that will result from D'Angelo Brands having named as parties the individual Defendants. Attached hereto as **Exhibit**

“**H**” is a Bill of Costs prepared by Boghosian + Allen LLP in respect of the costs incurred to-date in Actions 2978 and 3428 and the anticipated costs of those actions up to and including trial.

16. I am informed by Legal Counsel Jennifer Bruce and verily believe that prior to becoming aware of the Receivership Order, Peel had also intended to bring a motion to strike all or at least some of the 3 actions D’Angelo Brands has brought against Peel, depending on the outcome of the security for costs motion and whether, assuming security for costs was ordered, whether D’Angelo Brands posted such security. A review of those 3 actions by D’Angelo Brands against Peel and Mississauga follows.

17. I will refrain from addressing the merits of the 3 actions except with respect to one matter. The 3 existing actions are not the first proceedings brought by D’Angelo Brands against Peel in respect of allegedly excessive wastewater charges. Two earlier proceeding, both applications for injunctions brought in 2019, were settled. Attached hereto and marked as **Exhibit “I”** to this my Affidavit is a true copy of the Minutes of Settlement in respect of those earlier proceedings. Pursuant to the Minutes of Settlement, D’Angelo Brands executed a Full and Final Release in favour of Peel which Peel takes the position bars all 3 of the existing proceedings. Attached hereto and marked as **Exhibit “J”** to this my affidavit is a true copy of the said Release.

18. I am advised by Joel Turgeon of Reconstruct LLP, counsel for the Receiver, and verily believe:

- (a) that the Receiver has not assigned any of the causes of action that may be held by the Respondents in the receivership proceeding (i.e. D’Angelo Brands), either to those companies themselves or to their principals;
- (b) that the Receiver does not oppose this motion by D’Angelo Brands but on the conditions that (i) the enforcement of any judgment or order made in the actions (including with respect to any costs or security for costs) remains stayed as against D’Angelo Brands; and (ii) the Receiver and Mr. Turgeon are added to the service list in each of the actions and kept apprised of the status of the actions; and

- (c) that the order sought by D'Angelo Brands incorporates the conditions set out at subparagraph 18(b) above, and that as a result, if such order is granted, the Respondents in the receivership proceeding (i.e., D'Angelo Brands) will not be permitted to use or allow others (including their principals) to use any of their property or assets to pay or secure payment of any order made against either of the Respondents in the actions, including, but not limited to, any order for costs or for security for costs, save upon further order of the court in the receivership proceeding.

19. This Affidavit is sworn in opposition of D'Angelo Brands' motion to lift the stay of proceedings pursuant to the Order of Justice Osborne dated November 3, 2022 and for no other or improper purpose.

SWORN by Jayme Corcoran Saunders of the City of Brampton in the Province of Ontario, before me at the City of Burlington, in the Province of Ontario on May 2, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



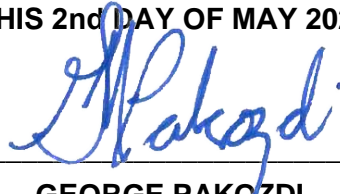
Commissioner for Taking Affidavits
GEORGE M. PAKOZDI

}



JAYME CORCORAN SAUNDERS

**THIS IS EXHIBIT "A" REFERRED TO IN THE
AFFIDAVIT OF JAYME CORCORAN SAUNDERS
SWORN REMOTELY BEFORE ME
THIS 2nd DAY OF MAY 2023**



GEORGE PAKOZDI
A Commissioner, etc.



SUPERIOR COURT OF JUSTICE

COUNSEL SLIP/ENDORSEMENT

COURT FILE NO.: CV-22-00684100-00CL DATE: November 3rd 2022

NO. ON LIST: 2

TITLE OF PROCEEDING: **CANADIAN WESTERN BANK v 2722959 ONTARIO LTD. Et al**

BEFORE JUSTICE: **OSBORNE**

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ENDORSEMENT OF JUSTICE OSBORNE:

1. The Applicant, Canadian Western Bank [CWB] seeks the appointment of a non-possessory investigative receiver.
2. In July, Justice McEwen had originally scheduled this Application to be heard on September 12. By endorsement on that date, I adjourned the application to today's date at the request of the Respondents.
3. The matter proceeded today on a full record.
4. Mr. LoGreco confirmed at the outset of the hearing that he appears today on behalf of both the Respondent 2722959 Ontario Ltd. [272] and its affiliated company, 2156775 Ontario Limited [215].
5. The landlords are represented in Court today and, as stated in my Endorsement of September 12, have locked the tenant out of the premises and continue to hold the equipment and inventory pending consent of all parties or further order of this Court.
6. I also directed that the CRA, which may have a priority claim in respect of HST remittances, be put on notice of this return date, and the Proposed Receiver confirms that was done. Ms. Fell for the Proposed Receiver advised that the CRA does not oppose the relief sought and will monitor these proceedings if a receiver is appointed.
7. Today, CWB seeks the appointment of MNP Ltd. as receiver, without security, of all of the assets, undertakings and properties - not only of the Respondent, 272, but also the related entity 215 to the extent that assets or property were required for or used in relation to the business carried on by 272.
8. 215 is not a party. CWB submits that the Court has the discretion to appoint a receiver nonetheless pursuant to section 101 of the CJA.
9. As noted above, Mr. LoGreco appears, as he did previously, as counsel for both of those parties. He confirmed on September 12 that no further service by CWB was necessary on 215 as reflected in my Endorsement of that date.
10. There is no issue that they are related and affiliated entities as submitted by CWB and admitted by their counsel. In addition, the affidavit of Mr. Frank D'Angelo sworn October 18, 2022 on which the Respondent relies confirms that he is the President, Director and sole shareholder of 215 as well as being the Operational General Manager of the Respondent 272 [see para. 1].
11. The Affidavit further confirms that 215 and 272 operate together, interchangeably and as one, operating as D'Angelo Brands [see para. 3]. The business is referred to as the singular D'Angelo Brands which Mr. D'Angelo confirms got the loan from CWB [para 5], commenced an action against CWB and an officer of the bank [para 6], and the Affidavit references the entity in the singular form throughout, including with respect to inventory, finished goods, manufacturing equipment and "the full structure of D'Angelo Brands operation" [para 12].
12. In short, 272 and 215 operate as one. It may be relevant for future steps in this proceeding to distinguish between the two. For today's purposes, however, they operate as one, directed and controlled by the same individual and represented by the same counsel.
13. As further described below, it is for practical purposes impossible to distinguish between the two, which assets [including equipment and inventory] is owned by which entity, and there are relevant intercompany transactions and asset transfers between these two entities as described at paragraph 63 and Exhibit W of the D'Angelo Affidavit. It is largely for these reasons that the Applicant seeks the receivership in respect of both entities.
14. Rule 5.03 provides that every person whose presence is necessary to enable the court to adjudicate effectively and completely on the issues in a proceeding shall be joined as a party to the proceeding.
15. Rule 5.03(4) gives this Court the power to order that any person who ought to have been joined as a party or whose presence as a party is necessary to enable the court to adjudicate effectively and completely on the issues in the proceeding shall be added as a party. I am satisfied for the reasons set out above that 215 is a necessary party and I order that it be added as a party respondent.
16. The substantive issue is whether it is just and convenient to appoint a receiver in the circumstances.

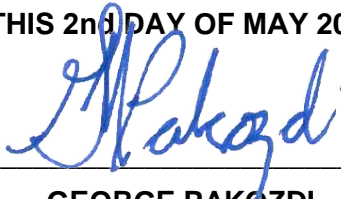
17. The test for the appointment of a receiver pursuant to section 243 of the BIA or section 101 of the CJA is not in dispute. Is it just and convenient to do so?
18. In making a determination about whether it is, in the circumstances of a particular case, just and convenient to appoint a receiver, the Court must have regard to all of the circumstances, but in particular the nature of the property and the rights and interests of all parties in relation thereto. These include the rights of the secured creditor pursuant to its security. (See *Bank of Nova Scotia v. Freure Village on the Clair Creek*, 1996 CanLII 8258).
19. Where the rights of the secured creditor include, pursuant to the terms of its security, the right to seek the appointment of a receiver, the burden on the applicant is lessened: while the appointment of a receiver is generally an extraordinary equitable remedy, the courts do not so regard the nature of the remedy where the relevant security permits the appointment and as a result, the applicant is merely seeking to enforce a term of an agreement already made by both parties. (See *Elleway Acquisitions Ltd. v. Cruise Professionals Ltd.*, 2013 ONSC 7101 at para. 27).
20. There are also examples of situations where a receiver has been appointed for the purposes of gaining access to the books and records of the company (see *DeGroot v. DC Entertainment Corp. et al*, 2013 ONSC 7101 at para. 52). I recognize that in that case, unlike here, the plaintiff had established a strong *prima facie* case of fraud. However, a number of observations of the Court in that case, including that there had been serious breaches of the agreements and the court had little faith in the defendants producing the records, were relevant to the analysis.
21. The draft order sought by the Applicant CWB contemplates a very limited scope receivership, which is appropriate in the circumstances where D'Angelo Brands is not an operating business at this point in time. The requested powers of the receiver, if appointed, would include the ability to monitor receipts and disbursements of 272 and 215, and the right to access all information, computers, databases or documents, including but not limited to banking statements and records and to take possession of and preserve any records or documents found at the premises.
22. The other specific powers sought are set out at paragraph three of the draft order. Essentially, they are directed towards giving the Receiver the ability to investigate the intercompany transactions referred to above with a view to informing the Receiver about the recoverable assets, and the liabilities of these entities.
23. Some observations are in order. First, Mr. LoGreco for the Respondents concedes, fairly, and there is no issue, that the funds were advanced by way of loan to CWB, that they have not been repaid according to the terms of the loan documentation, that demands have been made, and that the loan documentation gives CWB the contractual right to appoint a receiver in the circumstances.
24. The Respondents do take the position that the funds advanced of approximately \$625,000 were intended to be a first advance on a materially larger loan facility, and the failure or refusal of the bank to advance further funds was a contributing factor to the demise of the operating business of the Respondents. That is for another day.
25. Second, the Respondents do not object to CWB getting virtually all of the records, documentation and investigative powers sought in the draft receivership order. On the contrary, they take the position that a receivership is not necessary in part because all of the information and records has already been provided. In his submissions, Mr. LoGreco was clear that there were no records, banking or business, of 215 or 272 that were being withheld or which the Respondents or either of them were refusing to turn over. He was equally clear that the accountant for the Respondents would be directed to cooperate.
26. Ms. Fell for the Proposed Receiver took the position that in fact, there were and remain a significant number of records, documents and banking information which have been requested and which have not been forthcoming.
27. The state of the records is fully described in the First Report of the Proposed Receiver. As observed in my Endorsement of September 12, by which I directed that the Proposed Receiver take possession of and preserve some 464 boxes of records, the Proposed Receiver did get those but it appears that the

documents located at 4544 Eastgate had literally been thrown down the stairs with the result that it is now a massive undertaking to discern what documents are actually there and how they fit together. A photograph taken by the Receiver as of September 14, 2022 is attached to the First Report as Appendix B. Other documents, including those at the property at 4500 Eastgate were organized and filing cabinets and were collected and boxed in an organized manner.

28. However, several categories of a significant number of potentially relevant documents, including all internal employee emails relating to the finance and management of the business, have still not been produced.
29. In the circumstances, I am satisfied that an order is needed, to ensure the production of documents and information to which no objection is said to be taken, although they have not been produced. If in fact it turns out that most of the relevant records have been produced and the others are produced readily and cooperatively, the activities of the Receiver will be even more limited.
30. Indeed, at the end of the day, the principal objection to the appointment of a Receiver by the Respondents, is really twofold.
31. First, the Respondents argue that a Receivership will unnecessarily increase cost. As submitted by the Applicant, however, the costs can and should be controlled since the Receiver is not taking possession of the premises or any operating business, and costs can be addressed another day if and as necessary.
32. Second, and this is the main argument advanced by the Respondents, they submit, as expressly stated in their factum: “the reason that CWB is seeking the appointment of the Receiver is to control the lawsuit and to gain an advantage over such lawsuit.”
33. The lawsuit referred to is an action commenced by 272, D’Angelo and Runaghan [the principal of 272] on June 21, 2022 against the bank and one of its employees in which those plaintiffs seek damages of \$280 million for losses they allege were suffered as a result of the bank’s failure or refusal to advance additional loan funding.
34. The difficulty with that argument is that the proposed receivership will expressly not stay that action. Nor does it give the moving party here [CWB] any control over the lawsuit as alleged or at all. To be clear, nothing in the proposed receivership affects that action in any way.
35. It was suggested in submissions to me that the documents now in the possession of the Proposed Receiver [i.e., the contents of the approximately 464 boxes of documents thrown on the floor] may contain documents over which 272 and/or 215 wish to assert solicitor client privilege. They are free to do that.
36. This court regularly approves protocols if necessary, and where the parties cannot agree on a protocol themselves, as I would expect the parties to be able to do so here, the court can impose one. Presumably, that would involve terms such that the documents could be reviewed by 272 and 215 and/or their counsel, in a controlled environment such that the documents are preserved, and if the parties cannot reach an agreement on whether the claim for privilege is appropriate, the documents can be sealed, not reviewed, and the issue of privilege determined.
37. For all of the above reasons, I am satisfied that it is just and convenient to appoint a receiver in respect of both 272 and 215, operating collectively as D’Angelo Brands, on the non-possessory investigative terms as contemplated in the draft order. MNP is an appropriate party and that firm is so appointed. The Court expects the cooperation of the Respondents with the Receiver including assistance in locating and providing additional documents, whether electronic or hard copy, with the assistance and involvement of their bankers and accountants as necessary.
38. The Applicants are directed to upload to CaseLines as soon as possible a clean copy of the draft order, as a separate document, for my review and signing. That order will be effective immediately without the necessity of issuing and entering.

Olson, J.

**THIS IS EXHIBIT "B" REFERRED TO IN THE
AFFIDAVIT OF JAYME CORCORAN SAUNDERS
SWORN REMOTELY BEFORE ME
THIS 2nd DAY OF MAY 2023**



GEORGE PAKOZDI
A Commissioner, etc.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

2156776 ONTARIO INC. cob D'ANGELO BRANDS

Plaintiff

and

THE REGIONAL MUNICIPALITY OF PEEL

Defendant

NOTICE OF MOTION

THE PLAINTIFF, will make a motion to a Judge on September 1, 2021 at 10:00 a.m. or as soon after that time as the motion can be heard at 7755 Hurontario Street, Brampton, Ontario.

PROPOSED METHOD OF HEARING: The motion is to be heard:

___ in writing under subrule 37.12.1(1) because it is (insert one of on consent, unopposed or made without notice);

___ in writing as an opposed motion under subrule 37.12.1(4);

X by video conference;

___ orally.

THE MOTION IS FOR an Order:

- (i) Adding Nando Iannicca, Elaine Gilliland, Steven Fantin and Bill Ford as party Defendants pursuant to Rule 5.03(4);
- (ii) Amending the Statement of Claim as set forth in the proposed Amended Statement of Claim, being Exhibit "A" to the affidavit of Frank D'Angelo; filed, pursuant to Rule 26.01

THE GROUNDS FOR THE MOTION ARE:

- (a) Amendments to the Statement of Claim are required so as to bring all issues between the parties and the proposed Defendants before this Honourable Court;
- (b) The proposed amendments disclose a reasonable cause of action against all of the proposed Defendants;
- (c) The amendments are being sought to increase the damages claimed as against the Defendant and proposed Defendants and to add a claim for exemplary, punitive and aggravated damages against all Defendants;
- (d) There is no prejudice to the Defendant and the proposed Defendants if the amendments are granted;
- (e) The proposed claims are not statute barred by the Limitations Act of Ontario, 2002;
- (f) Rules 5.03(4) and 26.01 of the Rules of Civil Procedure.

THE FOLLOWING DOCUMENTARY EVIDENCE WILL BE USED AT THE HEARING OF THE MOTION:

- (a) The Affidavit of Frank D'Angelo sworn April 12, 2021 and the exhibits therein referred to.
- (b) The pleadings and proceedings in this action.

DATED: April 12, 2021

KLUG LAW
 Barrister and Solicitor
 100 Allstate Parkway
 Suite 800
 Markham, Ontario L3R 6H3

Leo Klug
 Law Society no. 12452U
leoklug@kluglaw.ca
 Telephone: (905) 947-8771
 Facsimile: (905) 947-0529

Lawyer for the Plaintiff

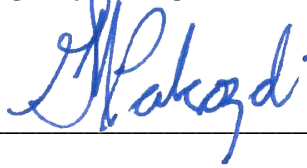
TO: THE REGIONAL MUNICIPALITY OF PEEL
 c/o Ms. Jennifer Bruce Legal Counsel
 10 Peel Centre Drive
 Brampton, Ontario
 L6T 4B9

Jennifer Bruce
Jennifer.bruce@peelregion.ca
 Telephone: (905) 791-7800 ext. 4367

Lawyer for the Defendant
and the proposed Defendants

**THIS IS EXHIBIT "C" REFERRED TO IN THE
AFFIDAVIT OF JAYME CORCORAN SAUNDERS
SWORN REMOTELY BEFORE ME**

THIS 2nd DAY OF MAY 2023



GEORGE PAKOZDI
A Commissioner, etc.

From: [Leo Klug](#)

Sent: Tuesday, August 31, 2021 12:12:03 PM

To: [SCJ Trial Office Brampton](#)

Cc: [Bruce, Jennifer](#); [Anne Merulla](#)

Subject: Re: CV-20-00002978-0000 - 2156776 Ontario Inc. cob as D'Angelo Brands v. The Regional Municipality of Peel

Importance: Low

Sensitivity: Normal

Attachments:

[Appendix.pdf](#);

CAUTION: EXTERNAL MAIL. DO NOT CLICK ON LINKS OR OPEN ATTACHMENTS YOU DO NOT TRUST.

Ms. Sorianni,

We are dismayed by your email advising that the motion has been struck.

I am attaching the third page of the Appendix provided at the time the motion was scheduled by the court. Nowhere does it say that the Confirmation has to be submitted by 2:00 p.m. It states, All long motions must be confirmed by all interested parties by filing Confirmations no later than 14 days prior to the hearing date. This is a 2 hour long motion. The Confirmation form was submitted 14 days prior.

We would ask that you reinstate the motion to be heard tomorrow a 10:00 a.m.

On Tue, Aug 31, 2021 at 11:52 AM SCJ Trial Office Brampton <SCJtrialofficebrampton@ontario.ca> wrote:

Good Morning,

The motion has been struck due to the confirmation being 18 minutes late.

Thank you

Rosaria Sorianni

Assistant Trial Coordinator

Trial Coordinator's Office

Superior Court of Justice

Brampton, Ontario

From: Anne Merulla <annemerulla@kluglaw.ca>

Sent: Tuesday, August 31, 2021 11:46 AM

To: SCJ Trial Office Brampton <SCJtrialofficebrampton@ontario.ca>

Cc: Bruce, Jennifer <jennifer.bruce@peelregion.ca>; Leo Klug <leoklug@kluglaw.ca>

Subject: CV-20-00002978-0000 - 2156776 Ontario Inc. cob as D'Angelo Brands v. The Regional Municipality of Peel

CAUTION -- EXTERNAL E-MAIL - Do not click links or open attachments unless you recognize the sender.

Good morning,

Would you kindly provide us with the Zoom link for the motion returnable tomorrow, September 1, 2021 in this matter.

Thank you.

--

Anne Merulla

Law Clerk and Assistant to Leo Klug

Klug Law

100 Allstate Parkway

Suite 800
Markham, Ontario
L3R 6H3

Tel: (905) 947-8771
Fax: (905) 947-0529

Website: www.kluglaw.ca

--

Leo Klug, B.Comm., JD.,CS
Klug Law

100 Allstate Parkway
Suite 800
Markham, Ontario
L3R 6H3

Tel: (905) 947-8771
Fax: (905) 947-0529
Email: leoklug@kluglaw.ca

Website: www.kluglaw.ca

From: [Leo Klug](#)

Sent: Wednesday, September 1, 2021 11:48:34 AM

To: [SCJ Trial Office Brampton](#)

Cc: [Bruce, Jennifer](#)

Subject: CV-20-00002978-0000 2156776 Ontario Inc. cob D'Angelo Brands v. The Regional Municipality of Peel

Importance: Low

Sensitivity: Normal

Attachments:

[Brampton Court3.pdf](#);

CAUTION: EXTERNAL MAIL. DO NOT CLICK ON LINKS OR OPEN ATTACHMENTS YOU DO NOT TRUST.

Please see attached letter.

--

Leo Klug, B.Comm., JD.,CS
Klug Law

100 Allstate Parkway
Suite 800
Markham, Ontario
L3R 6H3

Tel: (905) 947-8771
Fax: (905) 947-0529
Email: leoklug@kluglaw.ca

Website: www.kluglaw.ca

File No. 3259

September 1, 2021

VIA EMAIL: scjtrialofficebrampton@ontario.ca

Superior Court of Justice
Trial Coordinator's Office
7755 Hurontario Street
Brampton ON L6W 4T6

Attention: Ms. Rosaria Sirianni
Assistant Trial Coordinator

Dear Ms. Sirianni:

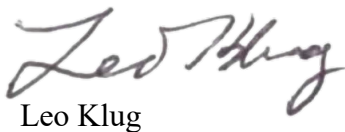
**Re: 2156776 Ontario Inc. cob D'Angelo Brands v. The Regional Municipality of Peel
Court File No. CV-20-00002978-0000**

We wish to have this matter heard as soon as possible.

We require a two hour motion date. All the materials have been filed. We would appreciate an expedited hearing date, if possible.

Would you please canvass dates and get back to both counsel, today if possible.

Yours truly,



Leo Klug

c: Ms. Jennifer Bruce

File No. 3259

September 1, 2021

VIA EMAIL: scjtrialofficebrampton@ontario.ca

Superior Court of Justice
Trial Coordinator's Office
7755 Hurontario Street
Brampton ON L6W 4T6

Attention: Ms. Rosaria Sirianni
Assistant Trial Coordinator

Dear Ms. Sirianni:

**Re: 2156776 Ontario Inc. cob D'Angelo Brands v. The Regional Municipality of Peel
Court File No. CV-20-00002978-0000**

I would appreciate an explanation as to why this matter was struck due to the confirmation being 18 minutes late.

We can find no notice to the profession or practice direction advising that the confirmation was to be emailed by a specific time and if not, the motion would be struck. If one does exist, please send it to me.

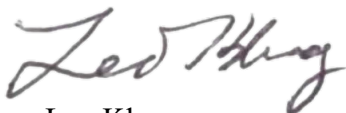
I am in receipt of your advice that the earliest dates for a two hour motion are April 2022.

The issues in this matter are of significant importance to both parties.

I respectfully ask the court to ascertain if there is an earlier date for a two hour motion. Everything that is required to argue the motion has been filed, including Factums and Books of Authorities.

I respectfully ask that you re-visit court availability and provide counsel with earlier available dates, if possible.

Yours truly,



Leo Klug

c: Ms. Jennifer Bruce

From: [Leo Klug](#)

Sent: Wednesday, September 1, 2021 1:54:18 PM

To: [SCJ Trial Office Brampton](#)

Cc: [Bruce, Jennifer](#)

Subject: CV-20-00002978-0000 2156776 Ontario Inc. cob D'Angelo Brands v. The Regional Municipality of Peel

Importance: Low

Sensitivity: Normal

Attachments:

[Brampton Court4.pdf](#);

CAUTION: EXTERNAL MAIL. DO NOT CLICK ON LINKS OR OPEN ATTACHMENTS YOU DO NOT TRUST.

Please see attached letter.

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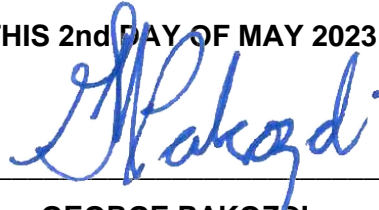
Leo Klug, B.Comm., JD.,CS
Klug Law

100 Allstate Parkway
Suite 800
Markham, Ontario
L3R 6H3

Tel: (905) 947-8771
Fax: (905) 947-0529
Email: leoklug@kluglaw.ca

Website: www.kluglaw.ca

**THIS IS EXHIBIT "D" REFERRED TO IN THE
AFFIDAVIT OF JAYME CORCORAN SAUNDERS
SWORN REMOTELY BEFORE ME
THIS 2nd DAY OF MAY 2023**



GEORGE PAKOZDI
A Commissioner, etc.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

2156776 ONTARIO INC. cob D'ANGELO BRANDS

Plaintiff

and

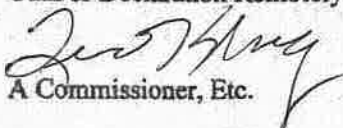
THE REGIONAL MUNICIPALITY OF PEEL.


Defendant

AFFIDAVIT OF DOCUMENTS

I, FRANK D'ANGELO, of the City of Vaughan, in the Province of Ontario,
MAKE OATH AND SAY:

1. I am the President of the Plaintiff, which is a corporation.
2. I have conducted a diligent search of the corporation's records and made appropriate enquiries of others to inform myself in order to make this affidavit. This affidavit discloses, to the full extent of my knowledge, information and belief, all documents relating to any matter in issue in this action that are or have been in the possession, control or power of the corporation.
3. I have listed in Schedule A those documents that are in the possession, control or power of the corporation and that it does not object to producing for inspection.
4. I have listed in Schedule B those documents that are or were in the possession, control or power of the corporation and that it objects to producing because it claims they are privileged, and I have stated in Schedule B the grounds for each such claim.
5. I have listed in Schedule C those documents that were formerly in the possession, control or power of the corporation but are no longer in its possession, control or power and I have stated in Schedule C when and how it lost possession or control of or power over them and their present location.
6. The corporation has never had in its possession, control or power any documents relating to any matter in issue in this action other than those listed in Schedules A, B and C.

SWORN remotely by Frank D'Angelo)
of Vaughan, Ontario)
before me at the Town)
of Markham, in the Regional)
Municipality of York, on)
November 16, 2020, in accordance)
with O. Reg. 431/20, Administering)
Oath or Declaration Remotely)
)
A Commissioner, Etc.)



FRANK D'ANGELO

LAWYER'S CERTIFICATE

I CERTIFY that I have explained to the deponent,

- (a) the necessity of making full disclosure of all relevant documents relating to the matter in issue in the action;
- (b) what kinds of documents are likely to be relevant to the allegations made in pleadings; and
- (c) if the action is brought under the simplified procedure, the necessity of providing the list required under rule 76.03

DATED: November 16, 2020



LEO KLUG

SCHEDULE A

Documents in the Corporation's possession, control or power that it does not object to producing for inspection.

No.	Date	Document	Page Nos.
1.	January 1, 2017	Sewage Discharge Agreement between The Regional Municipality of Peel and 2156775 Ontario Inc. o/a D'Angelo Brands	1 - 6
2.	Undated	The Regional Municipality of Peel By-Law Number 53-2010	7 - 9
3.	March 26, 2019	Pollution Control Wastewater Bylaw Enforcement Report together with accompanying invoice	10 - 12
4.	July 31, 2019	Application Record	13 - 166
5.	September 23, 2019	Affidavit of Elaine Gilliland on behalf of Regional Municipality of Peel	167 - 232
6.	November 22, 2019 and December 5, 2019	Minutes of Settlement and Full and Final Release	233 - 237
7.	December 2019	String of emails from Erin Darling to Maan Abdelghani	238 - 240
8.	November 2019 to September 2020	Region of Peel invoicing and supporting documentation	241 - 289
9.	April 2020	Plaintiff's Statement of Loss	290
10.	August 2020	Plaintiff's Statement of Loss	291
11.		Various photographs on sample taking and calibration of equipment	292 - 306
12.	August 31, 2020	Letter from Region of Peel to the Plaintiff re Wastewater Charge Appeal	307 - 308
13.	October 13, 2020	Letter from Leo Klug to Jennifer Bruce, Legal Counsel, Regional Municipality of Peel	309
14.	August 19, 2020	Motion Record	310 - 358
15.	August 20, 2020	Responding Affidavit of Steven Fantin	359 - 406
16.	August 25, 2020	Endorsement of Justice Emery	407 - 408
17.	January 1, 2016	Protocol for the Sampling and Analysis of Industrial/Municipal Wastewater	409 - 438
18.		Calibration Records and Verification of Calibrated Equipment	439 - 477
19.		Verification of Calibrated Equipment and Certificates of Calibration	478 - 502
20.		Swab Testing Records on empty plastic bottles	503 -512

21.		Certificates of Accreditation	513 - 527
22.	2019 to present	Daily BOD Lab Test Results	528 - 565
23.		Summarized monthly BOD Lab Test Results	566 - 578
24.		Chain of Custody Report Forms for samples sent to Gelda Scientific	579 - 647
25.		Gelda Scientific Lab Test Results	648 - 698
26.	September 10, 2020	Sanitary Sewer Calculation Summary Report of Swara Controls Inc., November 2019 - July 2020	699 - 757
27.	November 12, 2020	Sanitary Sewer Calculation Summary Report of Swara Controls Inc., August 2020 - October 2020	758 - 780

SCHEDULE B

Documents that are or were in the corporation's possession, control or power that it objects to producing on the grounds of privilege.

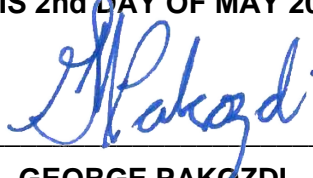
Documents prepared or obtained by the corporation for the purpose of or in contemplation of litigation or instructing contemplation of litigation or which were prepared in the course of this action for use by the corporation or its solicitors to enable them to conduct this action and to instruct and advise them in that regard; and all correspondence between the corporation and its solicitors with respect to this action passing between them in anticipation of this litigation or during the course of this action. These documents and correspondence are privileged, being documents which came into existence during the course of litigation or in contemplation thereof and which were prepared wholly or mainly for the purpose of obtaining and providing information to the corporation or its solicitors with respect to this action and with respect to the conduct thereof.

SCHEDULE C

Documents that were formerly in the corporation's possession, control or power but are no longer in its possession, control or power.

The originals of the documents referred to in Schedule A which are believed to be in the hands of the addressees.

**THIS IS EXHIBIT "E" REFERRED TO IN THE
AFFIDAVIT OF JAYME CORCORAN SAUNDERS
SWORN REMOTELY BEFORE ME
THIS 2nd DAY OF MAY 2023**



GEORGE PAKOZDI
A Commissioner, etc.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

2156775 ONTARIO INC. cob as D'ANGELO BRANDS

Plaintiff

- and -

**THE REGIONAL MUNICIPALITY OF PEEL
and THE CITY OF MISSISSAUGA**

Defendants

AFFIDAVIT OF ELAINE GILLILAND

I, Elaine Gilliland, of the Region of Peel, in the Province of Ontario, MAKE
OATH AND SAY:

1. I am the Director of Water/Wastewater with the Public Works department of The Regional Municipality of Peel and as such have knowledge of the matters to which I hereinafter depose, except where stated to be based upon information and belief and where so stated I do verily believe the information to be true.
2. The Regional Municipality of Peel ("Peel") is a municipal corporation that is responsible for the delivery of certain services, including the services and infrastructure related to water delivery and wastewater treatment.
3. Pursuant to section 391 of the *Municipal Act, 2001*, S.O. 2001, c.25 Peel is authorized to impose fees or charges on persons for the services it provides.
4. Pursuant to section 398(2) of the *Municipal Act, 2001*, S.O. 2001, c.25 Peel is authorized to request that the local municipality add any fees to the tax roll of the

property to which Peel provided the services which may then be collected in the same manner as municipal taxes.

5. 2156775 Ontario Inc. (“D’Angelo Brands”) is a corporation incorporated in the Province of Ontario and carries on business as D’Angelo Brands. Frank D’Angelo is the Director and President of the corporation. Attached as **Exhibit “A”** is a copy of the Ontario Corporation Profile Report for 2156775 Ontario Inc. generated on June 16, 2022.

6. D’Angelo Brands is a manufacturer/packager of beverages and juices and have operated their business at 4500 Eastgate Parkway, Mississauga, Ontario (“the Premises”) for more than 15 years.

7. D’Angelo Brands have had water and wastewater services from Peel at the Premises during their tenancy.

8. D’Angelo Brands had an account with Peel for water and wastewater services which is identified as 585411000. D’Angelo Brands had a sewage discharge agreement with Peel where they would pay Peel to treat their high strength wastewater that exceeded the limits permitted by Peel’s By-laws. Payments for this sewage discharge agreement were done through a separate account identified as 2156ONT001.

9. D’Angelo Brands was a tenant at the Premises.

10. The Premises are owned by Rovinelli Construction Inc. (“Rovinelli”).

11. D'Angelo Brands became delinquent on the accounts 585411000 and 2156ONT001 in 2017 and continued to be delinquent on these accounts throughout 2018 and 2019 resulting in accumulated overdue amounts being transferred to the property's tax roll in the amount of \$2.27 million by the end of 2019.

12. D'Angelo Brands brought the within action for damages in relation to disputes over water and wastewater service fees charged by Peel and for an injunction to prevent Peel from disconnecting water to the Premises.

13. D'Angelo Brands commenced this action by Statement of Claim which was issued on August 23, 2021.

14. I am advised by Jennifer Bruce, Legal Counsel for Peel and do verily believe that Peel delivered its Statement of Defence on or about October 1, 2021.

15. I am advised by Jennifer Bruce and do verily believe that D'Angelo Brands delivered a Reply to the Statement of Defence on or about October 12, 2021.

16. The City of Mississauga is the local municipality responsible for managing the tax roll for the Premises. I do verily believe that the City of Mississauga has been engaged in recovery activities against Rovinelli and D'Angelo Brands since the outstanding amounts on the accounts 585411000 and 2156ONT001 were transferred by Peel to the tax roll for the Premises.

17. D'Angelo Brands was making payments to Peel towards the accounts 585411000 and 2156ONT001 in 2020 and 2021 to avoid water disconnections to the Premises, but stopped making any payments on these accounts in September 2021.

The last payment for account 2156ONT001 was made on August 6, 2021 and the last payment for account 585411000 was made on August 17, 2021.

18. To date Peel has transferred unpaid service charges, penalties and interest fees in the total amount of \$2,999,767.28 to the tax roll for the Premises. As of November 3, 2022 Peel also has a cumulative outstanding balance of \$161,422.30 that remains unpaid for accounts 585411000 and 2156ONT001 that has not yet been transferred to the tax roll. Attached hereto and marked as **Exhibit B** is a copy of the Statements of Account for 585411000 from January 1, 2018 to October 14, 2020 and from October 1, 2020 to July 12, 2022. Attached hereto and marked as **Exhibit C** is a Transaction History for 2156ONT001 from January 18, 2017 to July 13, 2022.

19. Based on various correspondence and emails exchanged between legal counsel in this matter (summarized below and attached as **Exhibit D**), I do verily believe that D'Angelo Brands has made numerous representations since 2019 that they intended to obtain financing to make full payment of the tax roll arrears.

- (a) Correspondence of October 29, 2019 from City of Mississauga's lawyer Colin Holland confirming that the City of Mississauga would not take steps to enforce the outstanding tax roll amount conditional on the agreement that D'Angelo Brands would pay all outstanding amounts on the tax roll on or before November 30, 2019.
- (b) Email correspondence on November 1, 2019 from D'Angelo Brands lawyer at the time Gregory Hemsworth to Peel's lawyer Jennifer Bruce and Colin Holland indicated that D'Angelo Brands that the financing transaction would be finalized in a few weeks.
- (c) Email correspondence on November 18, 2019 from Gregory Hemsworth to Jennifer Bruce and Colin Holland indicated that a refinancing agreement was in place.

- (d) Email correspondence on December 9, 2019 from Gregory Hemsworth to Jennifer Bruce indicated that D'Angelo Brands was negotiating some agreement with Sherfam and that once the agreement was finalized that financing should go ahead.
- (e) Email correspondence on December 19, 2019 from Gregory Hemsworth to Jennifer Bruce and Colin Holland indicated that there were delays in the Sherfam agreement which should be resolved before the end of the week of January 6.
- (f) Email correspondence on January 16, 2020 from Colin Holland to Gregory Hemsworth and Jennifer Bruce requested that D'Angelo Brands advise of a realistic expectation for when the tax arrears would be paid.
- (g) Email correspondence on February 11, 2020 from Gregory Hemsworth to Jennifer Bruce and Colin Holland indicated that D'Angelo Brands was progressing with the documentation.
- (h) Email correspondence on February 20, 2020 from Gregory Hemsworth to Jennifer Bruce and Colin Holland indicated that financing was now being arranged by another law firm and that a new timetable would be provided soon.
- (i) Correspondence of March 6, 2020 from Colin Holland to Gregory Hemsworth and Jennifer Bruce summarized the various correspondence regarding financing and paying the tax roll amount, and indicated that the City intended to proceed with collection activities on the Peel Service Charges on the tax roll.
- (j) Email correspondence on March 13, 2020 from Gregory Hemsworth to Jennifer Bruce and Colin Holland indicated that financing should be completed by April 30.
- (k) Email correspondence on March 25, 2020 from Gregory Hemsworth to Jennifer Bruce and Colin Holland indicated that the financing package was forthcoming.
- (l) Email correspondence on July 9 and 10, 2020 between Gregory Hemsworth and Jennifer Bruce indicated that D'Angelo Brands were attempting to secure financing to clear the arrears on the tax roll.

- (m) Email correspondence on July 21, 2020 from Gregory Hemsworth to Jennifer Bruce and Colin Holland indicated that efforts to conclude financing were aborted as a result of the pandemic and that D'Angelo Brands was trying to work with RBC to secure a loan.
- (n) Email correspondence on December 23, 2020 from Leo Klug, D'Angelo Brands current lawyer to Jennifer Bruce acknowledging that D'Angelo Brands was making payments towards the tax roll debt and would continue to make future payments directly to the City.

20. I am advised by Cem Kazaz, a Peel employee, and do verily believe that Cem Kazaz attended at the Premises on June 21, 2022 and took a photograph of a notice on the door at the Premises titled Landlord's Distress Warrant, which is attached as **Exhibit E** to this affidavit. This Landlord's Distress Warrant reports that in or about June 2022 Rovinelli effected a Distress Warrant at 4500 Eastgate Parkway due to rent arrears in the sum of \$4,971,490.72 and changed the locks at the Premises.

21. I am advised by Teresa Martins, a Peel employee and do verily believe that on June 21, 2022 Shawn Bolta a representative of the landlord Rovinelli called Peel's Billing Operations and advised that D'Angelo's tenant lease for 4500 Eastgate Parkway had been terminated and that the tenant had moved out on June 1, 2022.

22. I am advised by Jennifer Bruce and do verily believe that a litigation search has identified that since 2020 there have been six litigation actions commenced against the Plaintiff. Attached hereto and marked as **Exhibit F** is a copy of a screen shot of a Court Case Search listing actions that have been commenced by and against D'Angelo Brands.

23. An action commenced by Velox Staffing Solutions Inc. is seeking unpaid fees for providing employees to D'Angelo Brands, in the amount of \$213,991.81. Attached hereto and marked as **Exhibit G** is a copy of the Statement of Claim in the Velox action.

24. United Dairy and Grocers Inc. is seeking unpaid fees for the supply of canola oil to D'Angelo Brands in the amount of \$182,638.83. Attached hereto and marked as **Exhibit H** is a copy of the Statement of Claim in United Dairy action.

25. Linde Canada Inc. is seeking unpaid fees for providing industrial gases to D'Angelo Brands in the amount of \$48,997.33. Attached hereto and marked as **Exhibit I** is a copy of the Statement of Claim in the Linde action.

26. I am advised by Jennifer Bruce and do verily believe that the other actions identified in the Court Case Search (see Exhibit D) for which we do not have particulars have been commenced by Canadian Energy Strategies Inc. seeking compensation in the amount of \$95,451.43, TIP Fleet Services Canada Ltd. seeking compensation in the amount of \$9,527.52, and CJR Wholesale Grocers Ltd. seeking compensation in the amount of \$472,519.80.

27. In addition to the current action, the Plaintiff has also commenced two other actions against Peel under court files CV-20-2978 and CV-21-3482. Both of these actions are almost identical except in CV-21-3482 the Plaintiff has added Peel staff as defendants and has added some additional allegations. Both actions are seeking for damages in relation to disputes over water and wastewater service fees charged by The Regional Municipality of Peel (Peel) and for an injunction to prevent Peel from

disconnecting water to the Premises. Attached hereto and marked as **Exhibit J** are copies of the Statements of Claim for court files CV-20-2978 and CV-21-3482.

28. There are a series of Personal Property Security Agreements registered against the Plaintiff. These include a number of General Security Agreements, agreements registered against business equipment and business assets, a registration by the Ontario Minister of Finance – Collections Branch and a registration in favour of Canadian Western Bank. There are registrations in the value of \$100,000,000 in favour of Gemma Runaghan who is or was employed as Director, Administration with the Plaintiff and a \$20 million agreement in favour of Frank D'Angelo who is the corporate Director and President of the Plaintiff corporation. Attached hereto and marked as **Exhibit K** is a copy of the Personal Property Security Agreements search results of November 29, 2022.

29. Based on the information Peel is aware of, it appears that the Plaintiff's debts and commitments exceed \$128,000,000.

30. I do verily believe that Peel wastewater employees have been attending at the Premises on a monthly basis throughout 2022 to sample the wastewater pursuant to the Sewage Discharge Agreement and that there has not been any wastewater flow since at least July 2022, meaning that wastewater was not being discharged from the Premises.

31. I have been advised by Bernardo Carrillo Villaran, a wastewater technician for Peel and do verily believe that he attended the Premises during the week of September


26, 2022 to do wastewater sampling, and encountered a lady at the door cleaning who advised that the business was not running and that she was just cleaning the Premises.

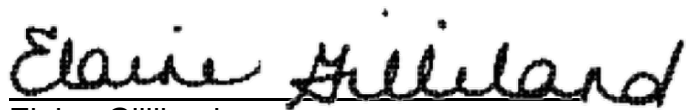
32. I believe that the D'Angelo Brands production facility has closed and I have no reason to believe that D'Angelo Brands has generated revenue since at least June 2022.

33. I do not believe that D'Angelo Brands has sufficient assets to repay or satisfy their outstanding debts and commitments. I do not believe that D'Angelo Brands could satisfy an adverse costs award made against it.

34. I swear this Affidavit in support of Peel's motion requesting that D'Angelo Brands post security for costs and for no other purpose.

SWORN remotely by)
Elaine Gilliland at the City of)
Brampton, before me at the)
City of Hamilton, on)
December 8, 2022, in)
accordance with O.Reg. 431/20)
Administering Oath or)
Declaration Remotely.)

)
Jennifer Bruce)
A Commissioner, etc.)


Elaine Gilliland

**THIS IS EXHIBIT "A" REFERRED
TO IN THE AFFIDAVIT OF
Elaine Gilliland
SWORN BEFORE ME,
THIS 8th DAY OF December 2022**

A handwritten signature in black ink, appearing to read "John B. Meier".

A Commissioner for Taking Affidavits, etc.



Profile Report

2156775 ONTARIO INC. as of June 16, 2022

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	2156775 ONTARIO INC.
Ontario Corporation Number (OCN)	2156775
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	December 06, 2007
Registered or Head Office Address	4544 Eastgate Parkway, Mississauga, Ontario, Canada, L4W 3W6

Certified a true copy of the record of the Ministry of Government and Consumer Services.

V. Quintanilla W.

Director/Registrar

This report sets out the most recent information filed on or after June 27, 1992 in respect of corporations and April 1, 1994 in respect of Business Names Act and Limited Partnerships Act filings and recorded in the electronic records maintained by the Ministry as of the date and time the report is generated, unless the report is generated for a previous date. If this report is generated for a previous date, the report sets out the most recent information filed and recorded in the electronic records maintained by the Ministry up to the "as of" date indicated on the report. Additional historical information may exist in paper or microfiche format.

Active Director(s)

Minimum Number of Directors 1
Maximum Number of Directors 10

Name Frank D'ANGELO
Address for Service 4544 Eastgate Parkway, Mississauga, Ontario, Canada, L4W
3W6
Resident Canadian Yes
Date Began December 06, 2007

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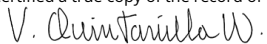
Active Officer(s)

Name Frank D'ANGELO
Position President
Address for Service 4544 Eastgate Parkway, Mississauga, Ontario, Canada, L4W 3W6
Date Began December 06, 2007

Name Frank D'ANGELO
Position Secretary
Address for Service 4544 Eastgate Parkway, Mississauga, Ontario, Canada, L4W 3W6
Date Began December 06, 2007

Name Frank D'ANGELO
Position Treasurer
Address for Service 4544 Eastgate Parkway, Mississauga, Ontario, Canada, L4W 3W6
Date Began December 06, 2007

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Director/Registrar

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Corporate Name History

Name

2156775 ONTARIO INC.

Effective Date

December 06, 2007

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Additional historical information may exist in paper or microfiche format.

Active Business Names

Name BEING FRANK
Business Identification Number (BIN) 201110335
Registration Date October 20, 2010
Expiry Date October 17, 2025

Name D'ANGELO BRANDS
Business Identification Number (BIN) 280317538
Registration Date March 20, 2018
Expiry Date March 19, 2023

Name MAMMA D'S
Business Identification Number (BIN) 280317504
Registration Date March 20, 2018
Expiry Date March 19, 2023

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Expired or Cancelled Business Names

)
Name D'ANGELO BRANDS
Business Identification Number (BIN) 180079501
Status Inactive - Expired
Registration Date January 21, 2008
Expired Date January 19, 2018

)
Name IN YOUR EAR INTERNATIONAL DISTRIBUTION
Business Identification Number (BIN) 260904370
Status Inactive - Expired
Registration Date September 07, 2016
Expired Date September 06, 2021

)
Name MAMMA D'S
Business Identification Number (BIN) 180112997
Status Inactive - Expired
Registration Date January 29, 2008
Expired Date January 27, 2018

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Document List

Filing Name	Effective Date
Annual Return - 2020 PAF: NOORDINE TEJA - OTHER	April 25, 2021
Annual Return - 2019 PAF: FRANK D'ANGELO - DIRECTOR	March 16, 2021
Annual Return - 2018 PAF: FRANK D'ANGELO - DIRECTOR	February 28, 2021
Annual Return - 2017 PAF: FRANK D'ANGELO - DIRECTOR	July 22, 2018
Annual Return - 2016 PAF: FRANK D'ANGELO - DIRECTOR	July 09, 2017
Annual Return - 2015 PAF: FRANK D'ANGELO - DIRECTOR	July 17, 2016
Annual Return - 2014 PAF: FRANK D'ANGELO - DIRECTOR	July 04, 2015
Annual Return - 2013 PAF: FRANK D'ANGELO - DIRECTOR	September 06, 2014
CIA - Notice of Change PAF: THOMAS EARL CLARK - OTHER	July 29, 2014
Annual Return - 2012 PAF: FRANK D'ANGELO - DIRECTOR	September 21, 2013
Annual Return - 2011 PAF: FRANK D'ANGELO - DIRECTOR	July 21, 2012
Annual Return - 2010 PAF: FRANK D'ANGELO - DIRECTOR	September 17, 2011
Annual Return - 2009 PAF: FRANK D'ANGELO - DIRECTOR	June 05, 2010

Certified a true copy of the record of the Ministry of Government and Consumer Services.

V. Quintanilla W.

Director/Registrar

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Annual Return - 2008 PAF: EUGENE ACETI - OTHER	September 14, 2009
Annual Return - 2007 PAF: FRANK D'ANGELO - DIRECTOR	July 11, 2009
CIA - Initial Return PAF: FRANK D'ANGELO - DIRECTOR	April 22, 2008
BCA - Articles of Incorporation	December 06, 2007

All "PAF" (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

Certified a true copy of the record of the Ministry of Government and Consumer Services.

V. Quintanilla W.

Director/Registrar

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**THIS IS EXHIBIT "B" REFERRED
TO IN THE AFFIDAVIT OF
Elaine Gilliland
SWORN BEFORE ME,
THIS 8th DAY OF December 2022**

A handwritten signature in black ink, appearing to read "John B. [unclear]", is written in a cursive style.

A Commissioner for Taking Affidavits, etc.

Region of Peel
 Water Billing - Water/Wastewater/Stormwater (WWW/SW)
 Account 5854110000
 January 1-2018 - October 14-2020
 Account status as at October 14-2020

Description	Bill Date		Bill Period			Consumption				Rates		Billed Amount (\$)				Running Balance	Comments
	Bill Date	Bill Due Date	From	Upto	Days	Unit	Water	Wastewater	WW%	Water	Wastewater	Water	Wastewater	Stormwater	Total		
Balance Forward																\$179,987.83	
Billed Charges	1/10/2018	1/24/2018	17-12-08	18-01-08	31	M3	7,412.00	5,262.52	71.00%	\$1.32115	\$0.98743	\$9,792.36	\$5,196.37	\$389.85	\$15,378.58	\$195,366.41	
Billed Charges - Adjustment	2/1/2018	2/15/2018	17-12-08	18-01-08	31	M3		-5,262.52	71.00%		\$0.98743		-\$5,196.37		-\$5,196.37	\$190,170.04	Correction to prior bill
Payment Received	2/1/2018	2/15/2018													-\$40,836.08	\$149,333.96	
Late Payment Charges	2/1/2018	2/15/2018													\$947.71	\$150,281.67	
Billed Charges-ReBilled Cha	2/1/2018	2/15/2018	17-12-08	18-01-08	31	M3	7,412.00	5,855.48	79.00%		\$0.98743		\$5,781.88		\$5,781.88	\$156,063.55	Correction to prior bill
Payment Reversed	2/9/2018	2/23/2018													-\$20,418.04	\$135,645.51	
Payment Reversed	2/9/2018	2/23/2018													\$20,418.04	\$156,063.55	
Returned Payment Fee	2/9/2018	2/23/2018													\$33.00	\$156,096.55	
Billed Charges	2/9/2018	2/23/2018	18-01-08	18-02-07	30	M3	15,377.50	15,377.50		\$1.32115	\$0.98743	\$20,315.98	\$15,184.20	\$394.92	\$35,895.11	\$191,991.66	
Payment Reversed	3/9/2018	3/23/2018													\$20,418.04	\$212,409.70	
Late Payment Charges	3/9/2018	3/23/2018													\$1,037.19	\$213,446.89	
Returned Payment Fee	3/9/2018	3/23/2018													\$33.00	\$213,479.89	
Billed Charges	3/9/2018	3/23/2018	18-02-07	18-03-07	28	M3	12,161.50	12,161.50		\$1.32115	\$0.98743	\$16,067.17	\$12,008.63	\$368.59	\$28,444.39	\$241,924.28	
Late Payment Charges	4/10/2018	4/24/2018													\$568.88	\$242,493.16	
Billed Charges	4/10/2018	4/24/2018	18-03-07	18-04-01	24	M3	16,917.46	16,917.46		\$1.32115	\$0.98743	\$22,350.50	\$16,704.80		\$39,055.30	\$281,548.45	
Billed Charges	4/10/2018	4/24/2018	18-04-01	18-04-09	9	M3	6,344.05	6,344.05		\$1.44902	\$1.02099	\$9,192.65	\$6,477.21	\$417.26	\$16,087.11	\$297,635.57	Rate Increase Applied April 1st
Payment Received	5/10/2018	5/31/2018													-\$100,000.00	\$197,635.57	
Returned Payment Fee	5/10/2018	5/31/2018													\$1,102.85	\$198,738.42	
Billed Charges	5/10/2018	5/31/2018	18-04-09	18-05-08	29	M3	24,453.00	24,453.00		\$1.44902	\$1.02099	\$35,432.89	\$24,966.27	\$375.97	\$60,775.12	\$259,513.54	
Payment Received	6/11/2018	7/2/2018													-\$110,000.00	\$149,513.54	
Late Payment Charges	6/11/2018	7/2/2018													\$1,215.51	\$150,729.05	
Billed Charges	6/11/2018	7/2/2018	18-05-08	18-06-07	30	M3	30,601.00	30,601.00		\$1.44902	\$1.02099	\$44,341.46	\$31,243.31	\$427.82	\$76,012.60	\$226,741.65	
Payment Received	7/11/2018	8/1/2018													-\$60,000.00	\$166,741.65	
Late Payment Charges	7/11/2018	8/1/2018													\$1,520.26	\$168,261.91	
Billed Charges	7/11/2018	8/1/2018	18-07-10	18-08-08	29	M3	33,709.00	33,709.00		\$1.44902	\$1.02099	\$48,845.02	\$34,416.55	\$388.93	\$83,650.50	\$251,912.41	
Payment Received	8/10/2018	8/31/2018													-\$70,000.00	\$181,912.41	
Late Payment Charges	8/10/2018	8/31/2018													\$1,673.01	\$183,585.42	
Billed Charges	8/10/2018	8/31/2018	18-07-10	18-08-08	29	M3	29,301.50	29,301.50		\$1.44902	\$1.02099	\$42,458.46	\$29,916.54	\$388.93	\$72,763.93	\$256,349.34	
Payment Received	9/12/2018	10/3/2018													-\$15,000.00	\$241,349.34	
Late Payment Charges	9/12/2018	10/3/2018													\$1,455.28	\$242,804.62	
Billed Charges	9/12/2018	10/3/2018	18-08-08	18-09-10	33	M3	37,180.50	37,180.50		\$1.44902	\$1.02099	\$53,875.29	\$37,960.92	\$427.82	\$92,264.03	\$335,068.65	
Payment Received	10/10/2018	10/31/2018													-\$10,000.00	\$325,068.65	
Late Payment Charges	10/10/2018	10/31/2018													\$1,845.29	\$326,913.94	
Billed Charges	10/10/2018	10/31/2018	18-09-10	18-10-04	24	M3	26,183.00	26,183.00		\$1.44902	\$1.02099	\$37,939.69	\$26,732.58	\$363.00	\$65,035.27	\$391,949.21	
Late Payment Charges	11/9/2018	11/30/2018													\$1,300.70	\$393,249.91	
Billed Charges	11/9/2018	11/30/2018	18-10-04	18-11-08	35	M3	32,906.00	32,906.00		\$1.44902	\$1.02099	\$47,681.45	\$33,596.70	\$388.93	\$81,667.08	\$474,916.99	
Late Payment Charges	12/11/2018	1/2/2019													\$1,633.34	\$476,550.33	
Billed Charges	12/11/2018	1/2/2019	18-11-08	18-12-06	28	M3	19,869.50	19,869.50		\$1.44902	\$1.02099	\$28,791.30	\$20,286.56	\$414.86	\$49,492.72	\$526,043.05	
Late Payment Charges	1/10/2019	1/31/2019													\$989.86	\$527,032.91	
Billed Charges	1/10/2019	1/31/2019	18-12-06	19-01-08	33	M3	18,504.50	18,504.50		\$1.44902	\$1.02099	\$26,813.39	\$18,892.91	\$388.93	\$46,095.23	\$573,128.14	
Late Payment Charges	2/11/2019	3/4/2019													\$921.91	\$574,050.05	
Billed Charges	2/11/2019	3/4/2019	19-01-08	19-02-06	29	M3	24,314.00	24,314.00		\$1.44902	\$1.02099	\$35,231.47	\$24,824.35	\$414.86	\$60,470.68	\$634,520.74	
Transfer to Property Tax Roll	2/25/2019														-\$475,339.21	\$159,181.53	
Payment Received	3/11/2019	4/1/2019													-\$32,004.67	\$127,176.86	
Payment Reversed	3/11/2019	4/1/2019													\$16,002.33	\$143,179.19	
Late Payment Charges	3/11/2019	4/1/2019													\$1,209.42	\$144,388.61	
Returned Payment Fee	3/11/2019	4/1/2019													\$33.00	\$144,421.61	
Billed Charges	3/11/2019	4/1/2019	19-02-06	19-03-06	28	M3	22,645.50	22,645.50		\$1.44902	\$1.02099	\$32,813.78	\$23,120.83	\$363.00	\$56,297.61	\$200,719.22	
Late Payment Charges	4/9/2019	4/30/2019													\$1,125.96	\$201,845.18	
Billed Charges	4/9/2019	4/30/2019	19-03-06	19-04-01	25	M3	21,483.33	21,483.33		\$1.44902	\$1.02099	\$31,129.78	\$21,934.27		\$53,064.05	\$254,909.23	
Billed Charges	4/9/2019	4/30/2019	19-04-01	19-04-08	8	M3	6,874.67	6,874.67		\$1.47251	\$1.13667	\$10,123.02	\$7,814.23	\$378.00	\$18,315.24	\$273,224.47	Rate Increase Applied April 1st
Payment Received	5/9/2019	5/30/2019													-\$12,004.67	\$261,219.80	
Late Payment Charges	5/9/2019	5/30/2019													\$1,427.59	\$262,647.39	
Billed Charges	5/9/2019	5/30/2019	19-04-08	19-05-07	29	M3	22,354.00	22,354.00		\$1.47251	\$1.13667	\$32,916.49	\$25,409.12	\$395.70	\$58,721.31	\$321,368.70	
Transfer to Property Tax Roll	5/29/2019														-\$201,845.18	\$119,523.52	
Late Payment Charges	6/11/2019	7/2/2019													\$1,174.42	\$120,697.94	
Billed Charges	6/11/2019	7/2/2019	19-05-07	19-06-06	30	M3	26,204.00	26,204.00		\$1.47251	\$1.13667	\$38,585.65	\$29,785.30	\$435.27	\$68,806.22	\$189,504.16	
Transfer to Property Tax Roll	6/4/2019														-\$60,802.22	\$128,701.94	

Notes:

1. Payments are first applied to Stormwater Charges and then to the oldest debt first
2. Sewer Appeal Adjustment will present on the next months bill due to the timing of the billing process
3. Total Transfer to Property Tax Roll for W/WW/SW account #5854110000 \$959,543.15



Statement of Account

Utility Charges

Statement Period
2020-10-01 To 2022-07-12

Account Number: 5854110000

Customer Name: 2156775 ONTARIO INC

Service Address: 4500 EASTGATE PKY

MISSISSAUGA ON L4W 3W6

Date	Description	Water Cons. (m3)	Water Charges (\$)	Wastewater Charges (\$)	Stormwater Charges (\$)	Other Charges (\$)	Line Total (\$)	
2020-10-01	Opening Balance	0.00	0.00	0.00	0.00	0.00	80,371.53	
2020-10-09	Adjustments	0.00	0.00	0.00	0.00	1,589.00	1,589.00	Late Payment Charges
2020-10-09	Billed Charges	30,469.50	48,690.26	36,663.95	391.15	0.00	85,745.36	
2020-10-14	Adjustments	0.00	0.00	0.00	0.00	-10,632.55	-10,632.55	Sewer Appeal Credit
2020-10-16	Payment	0.00	0.00	0.00	0.00	0.00	-80,371.53	
2020-11-10	Adjustments	0.00	0.00	0.00	0.00	1,522.82	1,522.82	Late Payment Charges
2020-11-10	Billed Charges	31,189.50	49,840.82	37,530.33	431.61	0.00	87,802.76	
2020-11-17	Adjustments	0.00	0.00	0.00	0.00	-10,883.79	-10,883.79	Sewer Appeal Credit
2020-12-09	Adjustments	0.00	0.00	0.00	0.00	1,756.06	1,756.06	Late Payment Charges
2020-12-09	Billed Charges	32,363.00	51,716.07	38,942.40	391.15	0.00	91,049.62	
2020-12-10	Payment	0.00	0.00	0.00	0.00	0.00	-78,693.03	
2020-12-31	Payment	0.00	0.00	0.00	0.00	0.00	-120,000.00	Payment transferred to the Sewer Surcharge acct#2156775ONTINC
2020-12-31	Payment Cancelled	0.00	0.00	0.00	0.00	0.00	120,000.00	
2021-01-04	Adjustments	0.00	0.00	0.00	0.00	-11,293.30	-11,293.30	Sewer Appeal Credit
2021-01-12	Adjustments	0.00	0.00	0.00	0.00	1,910.99	1,910.99	Late Payment Charges
2021-01-12	Billed Charges	25,132.50	40,161.74	30,241.94	458.59	0.00	70,862.27	
2021-01-13	Adjustments	0.00	0.00	0.00	0.00	-8,770.16	-8,770.16	Sewer Appeal Credit
2021-01-15	Payment	0.00	0.00	0.00	0.00	0.00	-87,372.00	
2021-01-25	Adjustments	0.00	0.00	0.00	0.00	-39,929.69	-39,929.69	Sewer Appeal Rate adjustment retroactive to Jan-2020
2021-02-01	Payment	0.00	0.00	0.00	0.00	0.00	-33,775.45	
2021-02-09	Adjustments	0.00	0.00	0.00	0.00	1,298.74	1,298.74	Late Payment Charges
2021-02-09	Billed Charges	27,373.50	43,742.85	32,938.53	377.66	0.00	77,059.04	
2021-02-10	Adjustments	0.00	0.00	0.00	0.00	-12,846.02	-12,846.02	Sewer Appeal Credit
2021-02-24	Payment	0.00	0.00	0.00	0.00	0.00	-60,978.91	
2021-03-09	Adjustments	0.00	0.00	0.00	0.00	1,296.34	1,296.34	Late Payment Charges
2021-03-09	Billed Charges	22,149.00	35,394.10	26,651.89	377.66	0.00	62,423.65	
2021-03-10	Adjustments	0.00	0.00	0.00	0.00	-10,394.24	-10,394.24	Sewer Appeal Credit
2021-03-24	Payment	0.00	0.00	0.00	0.00	0.00	-65,421.76	
2021-04-12	Adjustments	0.00	0.00	0.00	0.00	1,053.34	1,053.34	Late Payment Charges
2021-04-12	Bill Cancelled	0.00	-52,918.09	-24,399.63	-461.88	0.00	-77,779.60	
2021-04-12	Billed Charges	32,766.50	52,918.09	24,399.63	461.88	0.00	77,779.60	
2021-04-13		32,766.50	0.00	0.00	0.00	0.00	0.00	
2021-04-21	Payment	0.00	0.00	0.00	0.00	0.00	-53,325.75	
2021-05-03	Adjustments	0.00	0.00	0.00	0.00	-15,599.76	-15,599.76	Sewer Appeal Credit
2021-05-03	Billed Charges	32,766.50	52,918.09	39,999.38	461.88	0.00	93,379.35	
2021-05-11	Billed Charges	28,310.00	47,345.64	36,225.48	399.10	0.00	83,970.22	
2021-05-12	Adjustments	0.00	0.00	0.00	0.00	-14,127.94	-14,127.94	Sewer Appeal Credit
2021-05-21	Payment	0.00	0.00	0.00	0.00	0.00	-77,000.00	

2021-06-16	Bill Cancelled	0.00	-41,031.50	-31,394.35	-399.10	0.00	-72,824.95	
2021-06-16	Billed Charges	24,534.50	41,031.50	31,394.35	399.10	0.00	72,824.95	
2021-06-16	Payment	0.00	0.00	0.00	0.00	0.00	-69,842.58	Payment cancelled and reapplied at \$71,675.21 to re-distribute payment for AcCt#4082030000 and Acct#5854110000
2021-06-16	Payment Cancelled	0.00	0.00	0.00	0.00	0.00	69,842.58	
2021-06-23	Adjustments	0.00	0.00	0.00	0.00	-19,464.72	-19,464.72	Sewer Appeal Credit
2021-06-23	Billed Charges	39,004.00	65,230.29	49,909.52	509.20	0.00	115,649.01	
2021-06-24	Payment	0.00	0.00	0.00	0.00	0.00	-71,675.21	
2021-07-12	Billed Charges	23,779.00	39,768.00	30,427.61	344.05	0.00	70,539.66	
2021-07-13	Adjustments	0.00	0.00	0.00	0.00	-11,866.77	-11,866.77	Sewer Appeal Credit
2021-07-19	Payment	0.00	0.00	0.00	0.00	0.00	-70,000.00	
2021-08-06	Payment	0.00	0.00	0.00	0.00	0.00	-26,184.29	
2021-08-11	Adjustments	0.00	0.00	0.00	0.00	1,173.46	1,173.46	Late Payment Charges
2021-08-11	Billed Charges	31,802.50	53,186.50	40,694.48	412.87	0.00	94,293.85	
2021-08-12	Adjustments	0.00	0.00	0.00	0.00	-15,870.85	-15,870.85	Sewer Appeal Credit
2021-08-17	Payment	0.00	0.00	0.00	0.00	0.00	-58,672.89	
2021-09-10	Adjustments	0.00	0.00	0.00	0.00	1,763.36	1,763.36	Late Payment Charges
2021-09-10	Billed Charges	28,828.00	48,211.95	36,888.31	412.87	0.00	85,513.13	
2021-09-13	Adjustments	0.00	0.00	0.00	0.00	-14,386.44	-14,386.44	Sewer Appeal Credit
2021-09-23	Adjustments	0.00	0.00	0.00	0.00	-7,907.12	-7,907.12	Adjustment for over billing Nov-Dec 2019
2021-10-12	Adjustments	0.00	0.00	0.00	0.00	2,709.23	2,709.23	\$998.96 Adjsutment to Sewer Appeal due to Overbilling and \$1,710.27 Late Payment charges
2021-10-12	Billed Charges	29,612.00	49,523.11	37,891.52	440.39	0.00	87,855.02	
2021-10-13	Adjustments	0.00	0.00	0.00	0.00	-14,777.69	-14,777.69	Sewer Appeal Credit
2021-11-09	Adjustments	0.00	0.00	0.00	0.00	1,757.10	1,757.10	Late Payment Charges
2021-11-09	Billed Charges	29,912.00	50,024.83	38,275.40	385.34	0.00	88,685.57	
2021-11-10	Adjustments	0.00	0.00	0.00	0.00	-14,927.41	-14,927.41	Sewer Appeal Credit
2021-12-09	Adjustments	0.00	0.00	0.00	0.00	1,773.72	1,773.72	Late Payment Charges
2021-12-09	Billed Charges	29,506.50	49,346.67	37,756.52	412.87	0.00	87,516.06	
2021-12-16	Adjustments	0.00	0.00	0.00	0.00	-14,725.04	-14,725.04	Sewer Appeal Credit
2022-01-12	Adjustments	0.00	0.00	0.00	0.00	1,750.32	1,750.32	Late Payment Charges
2022-01-12	Billed Charges	23,522.00	39,338.19	18,360.24	467.91	0.00	58,166.34	
2022-02-09	Adjustments	0.00	0.00	0.00	0.00	1,163.32	1,163.32	Late Payment Charges
2022-02-09	Billed Charges	20,646.50	34,529.21	16,115.76	385.34	0.00	51,030.31	
2022-03-09	Adjustments	0.00	0.00	0.00	0.00	15,150.77	15,150.77	\$14,130.16 for Sewer Appeal rate Adjustment increase fromr 615 to 64% retroactive to Jan 01-2021 and \$1020.61 fo late payment charges
2022-03-09	Billed Charges	14,554.00	24,340.11	11,918.91	385.34	0.00	36,644.36	
2022-04-11	Adjustments	0.00	0.00	0.00	0.00	732.89	732.89	Late Payment Charges
2022-04-11	Billed Charges	14,635.00	24,815.15	12,105.19	458.27	0.00	37,378.61	
2022-04-28	Adjustments	0.00	0.00	0.00	0.00	-479,631.25	-479,631.25	Transfer to tax April 28-2022
2022-04-28	Adjustments	10,015.50	0.00	0.00	0.00	-2,959.99	-2,959.99	Transfer to tax April 28-2022
2022-05-10	Adjustments	0.00	0.00	0.00	0.00	747.32	747.32	Late Payment Charges
2022-05-10	Billed Charges	10,015.50	17,878.67	8,600.83	409.95	0.00	26,889.45	
2022-05-10	Adjustments	10,015.50	0.00	0.00	0.00	35.00	35.00	Transfer to Tax Admin Fee
2022-06-09	Adjustments	0.00	0.00	0.00	0.00	537.79	537.79	Late Payment Charges
2022-06-09	Bill Cancelled	0.00	-4,934.02	-2,373.59	-424.08	0.00	-7,731.69	
2022-06-09	Billed Charges	2,764.00	4,934.02	2,373.59	424.08	0.00	7,731.69	
2022-06-21	Billed Charges	2,318.20	4,138.22	1,990.76	311.00	0.00	6,439.98	
2022-07-12	Closing Balance	0.00	0.00	0.00	0.00	0.00	124,521.17	

Billing Operations

905-791-8711
Billingoops@peelregion.ca

Page 1 of 1

PO Box 2099, STN B

Statement print date: Jul 12, 2022

Brampton ON L6T 3X2

**THIS IS EXHIBIT "C" REFERRED
TO IN THE AFFIDAVIT OF
Elaine Gilliland
SWORN BEFORE ME,
THIS 8th DAY OF December 2022**

A handwritten signature in black ink, appearing to read "John B. Meo".

A Commissioner for Taking Affidavits, etc.

Sewer Surcharge Account Activity 2017 to Jan 13, 2022
Customer # 2156ONT001 - 2156775 Ontario Inc o/a D'angelo Brands

CUSTOMER_NO	TRANS_DATE	INVOICE_NO	ORIGIN	TOTAL_AMOUNT	REFERENCE
2156ONT001	2017/01/18	232008	PAY8184	-27,739.17	Cash Receipt
2156ONT001	2017/02/02	232008	ADJ1778	27,739.17	Adj. for NSF cheque charge
2156ONT001	2017/02/06	232008	PAY8241	-27,739.00	Cash Receipt
2156ONT001	2017/02/15	232008	PAY8267	-27,739.00	Cash Receipt
2156ONT001	2017/03/03	232008	PAY8300	-20,000.00	Cash Receipt
2156ONT001	2017/03/15	232008	PAY8332	-7,739.17	Cash Receipt
2156ONT001	2017/03/31	232008	ADJ1789	7,739.17	Adj. for NSF cheque charge
2156ONT001	2017/05/10	232008	PAY8466	-7,739.17	Cash Receipt
2156ONT001	2017/01/06	232604	INV3039	165,727.65	
2156ONT001	2017/03/15	232604	PAY8332	-12,260.83	Cash Receipt
2156ONT001	2017/03/22	232604	PAY8346	-20,000.00	Cash Receipt
2156ONT001	2017/03/29	232604	PAY8359	-20,000.00	Cash Receipt
2156ONT001	2017/03/31	232604	ADJ1789	12,260.83	Adj. for NSF cheque charge
2156ONT001	2017/04/12	232604	PAY8390	-20,000.00	Cash Receipt
2156ONT001	2017/04/26	232604	PAY8419	-20,000.00	Cash Receipt
2156ONT001	2017/05/10	232604	PAY8466	-12,260.83	Cash Receipt
2156ONT001	2017/05/24	232604	PAY8507	-20,000.00	Cash Receipt
2156ONT001	2017/06/08	232604	PAY8536	-20,000.00	Cash Receipt
2156ONT001	2017/06/09	232604	ADJ1804	20,000.00	Adj. for NSF cheque charge
2156ONT001	2017/06/21	232604	PAY8566	-20,000.00	Cash Receipt
2156ONT001	2017/06/28	232604	PAY8579	-20,000.00	Cash Receipt
2156ONT001	2017/06/30	232604	ADJ1807	20,000.00	Adj. for NSF cheque charge
2156ONT001	2017/07/06	232604	PAY8591	-13,466.82	Cash Receipt
2156ONT001	2017/07/06	232604	PAY8593	-20,000.00	Cash Receipt
2156ONT001	2017/04/20	233394	INV3103	74,291.58	
2156ONT001	2017/07/26	233394	PAY8652	-18,572.89	Cash Receipt
2156ONT001	2017/08/03	233394	PAY8674	-18,572.89	Cash Receipt
2156ONT001	2017/08/09	233394	PAY8688	-18,572.89	Cash Receipt
2156ONT001	2017/08/16	233394	PAY8716	-18,572.91	Cash Receipt
2156ONT001	2017/08/24	233394	ADJ1818	18,572.91	Adj. for NSF cheque charge
2156ONT001	2017/09/01	233394	PAY8762	-18,572.91	Cash Receipt
2156ONT001	2017/09/15	233394	ADJ1822	18,572.91	Adj. for NSF cheque charge
2156ONT001	2017/09/15	233394	PAY8802	-18,572.91	Cash Receipt

2156ONT001	2017/07/20	234156	INV3156	77,701.37	
2156ONT001	2017/09/20	234156	PAY8811	-19,425.34	Cash Receipt
2156ONT001	2017/09/26	234156	PAY8821	-19,425.34	Cash Receipt
2156ONT001	2017/09/29	234156	ADJ1827	19,425.34	Adj. for NSF cheque charge
2156ONT001	2017/09/29	234156	PAY8834	-19,425.34	Cash Receipt
2156ONT001	2017/09/29	234156	PAY8834	-582.76	Cash Receipt
2156ONT001	2017/10/13	234156	PAY8860	-18,842.58	Cash Receipt
2156ONT001	2017/10/27	234156	PAY8895	-19,425.35	Cash Receipt
2156ONT001	2017/09/15	ONACCOUNT	PAY8802	-66.00	Cash Receipt
2156ONT001	2017/09/21	ONACCOUNT	ADJ1824	66.00	Adj. for NSF cheque charge
2156ONT001	2017/10/03	INTEREST	INT0263	582.76	Interest
2156ONT001	2017/10/13	INTEREST	PAY8860	-582.76	Cash Receipt
2156ONT001	2017/10/20	234864	INV3213	111,841.60	
2156ONT001	2018/01/15	234864	PAY9071	-22,368.32	Cash Receipt
2156ONT001	2018/01/19	234864	PAY9116	-22,368.32	Cash Receipt
2156ONT001	2018/01/26	234864	ADJ1847	22,368.32	Adj. for NSF cheque charge
2156ONT001	2018/02/05	234864	PAY9157	-22,368.32	Cash Receipt
2156ONT001	2018/02/16	234864	PAY9200	-22,368.32	Cash Receipt
2156ONT001	2018/02/22	234864	ADJ1851	22,368.32	Adj. for NSF cheque charge
2156ONT001	2018/03/06	234864	PAY9231	-22,368.32	Cash Receipt
2156ONT001	2018/04/20	234864	PAY9354	-22,368.32	Cash Receipt
2156ONT001	2018/05/04	234864	PAY9402	-22,368.32	Cash Receipt
2156ONT001	2018/01/09	235686	INV3250	19,370.93	
2156ONT001	2018/04/06	235686	PAY9312	-19,370.93	Cash Receipt
2156ONT001	2018/01/05	INTEREST	INT0266	1,677.62	Interest
2156ONT001	2018/01/19	INTEREST	PAY9116	-1,677.62	Cash Receipt
2156ONT001	2018/01/26	INTEREST	ADJ1847	1,677.62	Adj. for NSF cheque charge
2156ONT001	2018/01/29	INTEREST	PAY9140	-1,677.62	Cash Receipt
2156ONT001	2018/02/02	INTEREST	INT0267	1,342.10	Interest
2156ONT001	2018/02/08	INTEREST	PAY9178	-1,342.10	Cash Receipt
2156ONT001	2018/03/02	INTEREST	INT0268	1,006.57	Interest
2156ONT001	2018/03/09	INTEREST	PAY9245	-1,006.57	Cash Receipt
2156ONT001	2018/03/23	INTEREST	ADJ1857	1,006.57	Adj. for NSF cheque charge

2156ONT001	2018/03/29	INTEREST	ADJ1859	-1,006.57	Interest Reversal
2156ONT001	2018/03/14	ONACCOUNT	PAY9256	-1,006.57	Cash Receipt
2156ONT001	2018/03/29	ONACCOUNT	ADJ1859	1,006.57	ADJ-Payment from ONACCOUNT
2156ONT001	2018/04/03	INTEREST	INT0269	961.61	Interest
2156ONT001	2018/04/23	INTEREST	PAY9361	-961.61	Cash Receipt
2156ONT001	2018/04/06	236256	INV3301	86,543.26	
2156ONT001	2018/07/05	236256	PAY9549	-43,223.80	Cash Receipt
2156ONT001	2018/07/13	236256	ADJ1880	43,223.80	Adj. for NSF cheque charge
2156ONT001	2018/07/18	236256	PAY9588	-43,223.81	Cash Receipt
2156ONT001	2018/07/20	236256	PAY9595	-43,223.80	Cash Receipt
2156ONT001	2018/07/27	236256	ADJ1881	86,447.61	Adj. for NSF cheque charge
2156ONT001	2018/07/27	236256	PAY9616	-20,000.00	Cash Receipt
2156ONT001	2018/09/06	236256	PAY9723	-15,000.00	Cash Receipt
2156ONT001	2018/09/28	236256	PAY9788	-10,000.00	Cash Receipt
2156ONT001	2019/02/22	236256	ADJ1921	-41,543.26	Transfer to Tax Roll
2156ONT001	2018/05/02	INTEREST	INT0270	335.52	Interest
2156ONT001	2018/06/14	INTEREST	PAY9499	-335.52	Cash Receipt
2156ONT001	2018/05/29	236654	INV3330	60,870.29	
2156ONT001	2019/02/22	236654	ADJ1921	-60,870.29	Transfer to Tax Roll
2156ONT001	2018/06/13	236802	INV3340	110,586.58	
2156ONT001	2019/02/22	236802	ADJ1921	-110,586.58	Transfer to Tax Roll
2156ONT001	2018/08/01	237181	INV3366	69,107.07	
2156ONT001	2019/02/22	237181	ADJ1921	-69,107.07	Transfer to Tax Roll
2156ONT001	2018/08/17	237299	INV3375	122,463.25	
2156ONT001	2019/02/22	237299	ADJ1921	-122,463.25	Transfer to Tax Roll
2156ONT001	2018/09/25	237554	INV3393	122,126.97	
2156ONT001	2019/02/22	237554	ADJ1921	-122,126.97	Transfer to Tax Roll
2156ONT001	2018/10/25	237747	INV3407	61,983.14	
2156ONT001	2019/02/22	237747	ADJ1921	-61,983.14	Transfer to Tax Roll
2156ONT001	2018/12/04	238211	INV3428	71,628.49	

2156ONT001	2019/02/22	238211	ADJ1921	-71,628.49	Transfer to Tax Roll
2156ONT001	2018/07/04	INTEREST	INT0272	1,298.15	Interest
2156ONT001	2018/08/02	INTEREST	INT0273	1,911.20	Interest
2156ONT001	2018/09/05	INTEREST	INT0274	3,570.00	Interest
2156ONT001	2018/10/02	INTEREST	INT0275	4,231.61	Interest
2156ONT001	2018/11/02	INTEREST	INT0276	6,068.56	Interest
2156ONT001	2018/12/04	INTEREST	INT0277	7,900.46	Interest
2156ONT001	2019/02/22	INTEREST	ADJ1921	-24,979.98	Transfer to Tax Roll
2156ONT001	2018/12/19	238374	INV3440	132,793.68	
2156ONT001	2019/04/03	238374	PAY0306	-15,000.00	Cash Receipt
2156ONT001	2019/06/21	238374	PAY0516	-33,013.66	Cash Receipt
2156ONT001	2019/07/05	238374	ADJ1941	33,013.66	Adj. for NSF cheque charge
2156ONT001	2019/07/12	238374	ADJ1942	-117,793.68	Transfer to Tax Roll
2156ONT001	2019/01/16	238862	INV3454	70,882.78	
2156ONT001	2019/07/12	238862	ADJ1942	-70,882.78	Transfer to Tax Roll
2156ONT001	2019/03/01	239125	INV3474	37,582.01	
2156ONT001	2019/07/12	239125	ADJ1942	-37,582.01	Transfer to Tax Roll
2156ONT001	2019/03/14	239184	INV3480	105,451.86	
2156ONT001	2019/07/12	239184	ADJ1942	-105,451.86	Transfer to Tax Roll
2156ONT001	2019/05/02	239616	INV3506	103,956.90	
2156ONT001	2019/07/12	239616	ADJ1942	-103,956.90	Transfer to Tax Roll
2156ONT001	2019/03/04	INTEREST	INT0280	1,991.91	Interest
2156ONT001	2019/04/02	INTEREST	INT0281	3,055.15	Interest
2156ONT001	2019/05/02	INTEREST	INT0282	3,393.88	Interest
2156ONT001	2019/07/12	INTEREST	ADJ1942	-8,440.94	Transfer to Tax Roll
2156ONT001	2019/05/23	239734	INV3514	99,073.09	
2156ONT001	2019/07/19	239734	PAY0590	-33,013.66	Cash Receipt
2156ONT001	2019/08/02	239734	ADJ1946	33,013.66	Adj. for NSF cheque charge
2156ONT001	2019/07/08	239734	PAY0560	-33,013.66	Cash Receipt
2156ONT001	2019/07/19	239734	ADJ1944	33,013.66	Adj. for NSF cheque charge
2156ONT001	2019/08/16	239734	PAY0676	-32,454.79	Cash Receipt
2156ONT001	2019/08/30	239734	PAY0708	-32,454.79	Cash Receipt

2156ONT001	2019/09/13	239734	ADJ1954	32,454.79	Adj. for NSF cheque charge
2156ONT001	2019/09/13	239734	PAY0735	-32,454.79	Cash Receipt
2156ONT001	2019/09/27	239734	ADJ1957	32,454.79	Adj. for NSF cheque charge
2156ONT001	2019/09/27	239734	PAY0770	-32,454.79	Cash Receipt
2156ONT001	2019/10/11	239734	ADJ1961	32,454.79	Adj. for NSF cheque charge
2156ONT001	2019/10/11	239734	PAY0807	-32,454.79	Cash Receipt
2156ONT001	2019/10/17	239734	PAY0814	-10,000.00	Cash Receipt
2156ONT001	2019/10/29	239734	ADJ1964	32,454.79	Adj. for NSF cheque charge
2156ONT001	2019/10/29	239734	PAY0850	-42,454.79	Cash Receipt
2156ONT001	2019/11/01	239734	ADJ1966	32,454.79	Adj. for NSF cheque charge
2156ONT001	2019/11/25	239734	PAY0927	-20,000.00	Cash Receipt
2156ONT001	2019/12/11	239734	PAY0962	-15,000.00	Cash Receipt
2156ONT001	2019/12/19	239734	ADJ1975	-11,618.30	Apply Sewer Appeal Credit
2156ONT001	2019/06/13	239899	INV3525	62,086.69	
2156ONT001	2019/12/19	239899	ADJ1975	-62,086.69	Apply Sewer Appeal Credit
2156ONT001	2019/07/11	240028	INV3536	217,282.26	
2156ONT001	2019/12/19	240028	ADJ1975	-217,282.26	Apply Sewer Appeal Credit
2156ONT001	2019/08/09	240357	INV3548	151,114.26	
2156ONT001	2019/12/19	240357	ADJ1975	-151,114.26	Apply Sewer Appeal Credit
2156ONT001	2019/09/17	240504	INV3563	46,210.26	
2156ONT001	2019/12/19	240504	ADJ1975	-46,210.26	Apply Sewer Appeal Credit
2156ONT001	2019/06/04	INTEREST	INT0283	4,975.66	Interest
2156ONT001	2019/07/03	INTEREST	INT0284	6,039.80	Interest
2156ONT001	2019/08/09	INTEREST	INT0285	990.89	Interest
2156ONT001	2019/09/04	INTEREST	INT0286	1,443.75	Interest
2156ONT001	2019/10/02	INTEREST	INT0287	4,702.98	Interest
2156ONT001	2019/11/04	INTEREST	INT0288	7,156.51	Interest
2156ONT001	2019/12/19	INTEREST	ADJ1975	-25,309.59	Apply Sewer Appeal Credit
2156ONT001	2019/10/11	240750	INV3578	122,789.46	
2156ONT001	2019/12/19	240750	ADJ1975	-30,030.86	Apply Sewer Appeal Credit
2156ONT001	2019/12/23	240750	PAY1000	-10,000.00	Cash Receipt
2156ONT001	2020/01/14	240750	ADJ1979	-82,758.60	Transfer to Tax Roll
2156ONT001	2019/11/26	241120	INV3597	96,436.02	

2156ONT001	2020/01/14	241120	ADJ1979	-82,758.60	Transfer to Tax Roll
2156ONT001	2020/01/10	241621	INV3620	157,461.06	
2156ONT001	3/6/2020	241621	PAY1184	-10,000.00	Cash Receipt
2156ONT001	3/13/2020	241621	PAY1199	-4,047.34	Cash Receipt
2156ONT001	4/2/2020	241621	PAY1242	-30,000.00	Cash Receipt
2156ONT001	4/9/2020	241621	PAY1248	-10,000.00	Cash Receipt
2156ONT001	4/16/2020	241621	PAY1258	-15,000.00	Cash Receipt
2156ONT001	4/23/2020	241621	PAY1270	-15,000.00	Cash Receipt
2156ONT001	4/27/2020	241621	PAY1273	-40,000.00	Cash Receipt
2156ONT001	4/30/2020	241621	PAY1276	-25,000.00	Cash Receipt
2156ONT001	5/8/2020	241621	PAY1300	-8,413.72	Cash Receipt
2156ONT001	2020/01/10	241692	INV3620	20,952.66	
2156ONT001	2/4/2020	241692	PAY1103	-10,000.00	Cash Receipt
2156ONT001	3/13/2020	241692	PAY1199	-10,952.66	Cash Receipt
2156ONT001	3/3/2020	241994	INV3646	14,937.35	A.ACCARDO - JAN 2020 SEWAGE AGREEMENT
2156ONT001	3/6/2020	241994	ADJ1988	-14,937.35	Replace with another Invoice
2156ONT001	3/10/2020	242052	INV3651	113,062.30	A. ACCARDO - FEB 2020 MONTHLY SEWAGE DISCHARGE INV
2156ONT001	5/8/2020	242052	PAY1300	-113,062.30	Cash Receipt
2156ONT001	3/13/2020	242064	INV3654	14,937.35	A. ACCARDO - JAN 2020 MONTHLY SEWAGE DISCHARGE INV
2156ONT001	5/8/2020	242064	PAY1300	-1,056.48	Cash Receipt
2156ONT001	5/14/2020	242064	PAY1315	-13,880.87	Cash Receipt
2156ONT001	4/16/2020	242254	INV3665	14,382.62	A. ACCARDO - MAR 2020 MONTHLY SEWAGE DISCHARGE INV
2156ONT001	5/14/2020	242254	PAY1316	-14,382.16	Cash Receipt
2156ONT001	7/10/2020	242254	PAY1419	-0.46	Cash Receipt
2156ONT001	5/12/2020	242401	INV3674	69,015.13	A. ACCARDO - MONTHLY SEWAGE DISCHARGE INV
2156ONT001	6/19/2020	242401	PAY1392	-10,000.00	Cash Receipt
2156ONT001	7/8/2020	242401	PAY1416	0.56	Cash Receipt
2156ONT001	7/10/2020	242401	PAY1419	-14,999.54	Cash Receipt
2156ONT001	7/24/2020	242401	PAY1441	-12,000.00	Cash Receipt
2156ONT001	8/7/2020	242401	PAY1467	-15,000.00	Cash Receipt
2156ONT001	8/20/2020	242401	PAY1495	-17,016.15	Cash Receipt
2156ONT001	6/12/2020	242501	INV3684	13,091.13	A. ACCARDO - MAY MONTHLY SEWAGE DISCHARGE INV

2156ONT001	8/20/2020	242501	PAY1495	-9,983.85	Cash Receipt
2156ONT001	8/26/2020	242501	PAY1503	-3,106.26	Cash Receipt
2156ONT001	9/1/2020	242501	ADJ2008	-1.02	Misc over/under account
2156ONT001	9/2/2020	242501	ADJ2009	90.00	Miscellaneous
2156ONT001	9/21/2020	242501	PAY1552	-90.00	Cash Receipt
2156ONT001	8/5/2020	242798	INV3700	41,801.40	A. ACCARDO - MONTHLY SEWAGE DISCHARGE INVOICE
2156ONT001	9/18/2020	242798	PAY1549	-41,801.40	Cash Receipt
2156ONT001	8/24/2020	242854	INV3705	48,775.13	A. ACCARDO - JULY MONTHLY SEWAGE DISCHARGE INVOICE
2156ONT001	10/13/2020	242854	PAY1589	-48,775.13	Cash Receipt
2156ONT001	10/2/2020	243006	INV3714	119,754.97	A.ACCARDO FOR E.GILLILAND, AUGUST 2020 SEWER WASTE
2156ONT001	1/5/2021	243006	PAY1790	-119,754.97	Cash Receipt
2156ONT001	10/2/2020	243024	INV3716	25,451.29	A.ACCARDO FOR E.GILLILAND, SEP 2020 QUAL SEWER
2156ONT001	12/10/2020	243024	PAY1731	-25,451.29	Cash Receipt
2156ONT001	11/25/2020	243369	INV3735	93,237.66	A.ACCARDO, OCT 2020 SEWER
2156ONT001	1/5/2021	243369	PAY1790	-245.03	Cash Receipt
2156ONT001	1/29/2021	243369	PAY1866	-92,992.63	Cash Receipt
2156ONT001	12/16/2020	243500	INV3742	346.33	A.ACCARDO, NOV 2020 SEWER
2156ONT001	1/29/2021	243500	PAY1866	-346.33	Cash Receipt
2156ONT001	1/6/2021	243615	INV3747	16,667.65	A.ACCARDO, DEC 2020 SEWER
2156ONT001	2/24/2021	243615	PAY1956	-14,366.47	Cash Receipt
2156ONT001	1/29/2021	243615	PAY1866	-2,301.18	Cash Receipt
2156ONT001	1/26/2021	244028	INV3758	-83,116.67	A.ACCARDO, JAN 2020 SEWER
2156ONT001	1/29/2021	244028	PAY1866	-83,116.67	Cash Receipt
2156ONT001	2/26/2021	244097	INV3768	9,936.78	A.ACCARDO, JAN 2021 SEWER
2156ONT001	6/16/2021	244097	PAY2262	-9,936.78	Cash Receipt
2156ONT001	3/24/2021	244284	INV3779	12,836.84	A.ACCARDO, FEB 2021 SEWER
2156ONT001	6/16/2021	244284	PAY2262	-12,836.84	Cash Receipt
2156ONT001	4/28/2021	244501	INV3793	7,306.68	A.ACCARDO, MAR 2021 SEWER
2156ONT001	6/16/2021	244501	PAY2262	-7,306.68	Cash Receipt

2156ONT001	6/9/2021	244752	INV3815	349.75	A.ACCARDO, APR 2021 SEWER
2156ONT001	8/6/2021	244752	PAY2380	-349.75	Cash Receipt
2156ONT001	6/17/2021	244797	INV3818	30,513.19	A.ACCARDO, MAY 2021 SEWER
2156ONT001	8/6/2021	244797	PAY2380	-30,513.19	Cash Receipt
2156ONT001	7/28/2021	245036	INV3835	24,105.97	A.ACCARDO, JUN 2021 SEWER
2156ONT001	7/28/2021	245036	INV3835	-24,105.97	A.ACCARDO, JUN 2021 SEWER
2156ONT001	9/15/2021	245294	INV3853	15,298.49	A.ACCARDO, JUN 2021 SEWER
2156ONT001	7/13/2022	245294	ADJ2113	-15,298.49	Transfer to Tax Roll
2156ONT001	9/15/2021	245295	INV3853	4,974.22	A.ACCARDO, JUL 2021 SEWER
2156ONT001	7/13/2022	245295	ADJ2113	-4,974.22	Transfer to Tax Roll
2156ONT001	9/21/2021	245361	INV3856	39,022.10	A.ACCARDO, AUG 2021 SEWER
2156ONT001	7/13/2022	245361	ADJ2113	-39,022.10	Transfer to Tax Roll
2156ONT001	11/8/2021	245723	INV3879	10,020.38	A.ACCARDO, SEPT 2021, SEWAGE
2156ONT001	7/13/2022	245723	ADJ2113	-10,020.38	Transfer to Tax Roll
2156ONT001	11/25/2021	245823	INV3889	2,578.72	A.ACCARDO, OCT 2021 SEWER
2156ONT001	7/13/2022	245823	ADJ2113	-2,578.72	Transfer to Tax Roll
2156ONT001	1/12/2022	246268	INV3910	77,682.67	A.ACCARDO, NOV 2021 SEWER
2156ONT001	7/13/2022	246268	ADJ2113	-77,682.67	Transfer to Tax Roll
2156ONT001	1/18/2022	246346	INV3913	97,005.30	A.ACCARDO, Q4 2021 SEWER
2156ONT001	7/13/2022	246346	ADJ2113	-97,005.30	Transfer to Tax Roll
2156ONT001	2022/02/28	246588	INV3929	14,924.38	A.ACCARDO, JAN 2021, SEWER, Apply Sewer Appeal Credit
2156ONT001	2/28/2022	246589	INV3929	1,236.70	A.ACCARDO, JAN 2022, SEWAGE
2156ONT001	3/15/2022	246632	INV3937	357.22	A.ACCARDO, FEB 2022, SEWAGE DISCHARGE
2156ONT001	5/3/2022	246884	INV3955	357.22	A. ACCARDO. MARCH 2022, WASTEWATER
2156ONT001	5/25/2022	246995	INV3962	5,368.30	A. ACCARDO. APRIL 2022, WASTEWATER
2156ONT001	6/29/2022	247113	INV3976	774.13	A. ACCARDO. MAY 2022, WASTEWATER
2156ONT001	6/30/2022	247159	INV3977	11,851.60	A. ACCADO. JUNE 2022, WASTEWATER

**THIS IS EXHIBIT "D" REFERRED
TO IN THE AFFIDAVIT OF
Elaine Gilliland
SWORN BEFORE ME,
THIS 8th DAY OF December 2022**

A handwritten signature in black ink, appearing to read "J. B. McE". The signature is written in a cursive style with a large, looped initial "J" and a distinct "B" and "McE" following.

A Commissioner for Taking Affidavits, etc.



City of Mississauga
Legal Services
10 - 300 City Centre Drive
MISSISSAUGA, ON L5B 3C1

Colin Holland
Tel: 905.615.3200 ext. 8532
Fax: 905.615.3252
colin.holland@mississauga.ca

October 29, 2019

File: LA.12.DAN

BY EMAIL

Rovinelli Construction Inc.
8 - 4540 Eastgate Parkway
Mississauga, ON L4W 3W6

c/o: Greg Hemsworth, Capo Sgro LLP: ghemsworth@cslip.ca; ealspector@cslip.ca

2156775 Ontario Inc. cob as D'Angelo Brands
4500 Eastgate Parkway
Mississauga, ON L4W 3W6

c/o: Greg Hemsworth, Capo Sgro LLP: ghemsworth@cslip.ca; ealspector@cslip.ca

Jennifer Bruce
The Regional Municipality of Peel
10 Peel Centre Drive
Brampton, ON L6T 4B9

Email: jennifer.bruce@peelregion.ca

Dear Sirs/Madams,

**Re: Style of Cause: 2156775 Ontario Inc. cob as D'Angelo Brands
 ("D'Angelo Brands") v City of Mississauga and The
 Regional Municipality of Peel**

Court File No.: CV-19-0003197-0000

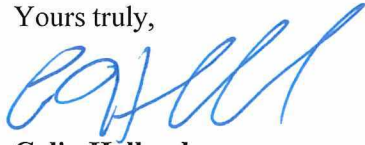
Tax Roll No.: 05-03-0-094-11602-0000-0 9

Location: 4500 Eastgate Pky

Please accept this letter as confirmation that The Corporation of the City of Mississauga (the "City") will take no steps before November 30, 2019, to enforce the outstanding tax roll account cited above, in reference to the added stormwater charges, sewer surcharges, water charges, sewer backup charges (collectively, the "Peel Service Charges"), and the penalty and interest charges related to same.

This undertaking is conditional upon the resolution of the above-referenced Application on or before November 28, 2019. It is also conditional upon the agreement of D'Angelo Brands to pay all outstanding penalty and interest charges on the tax roll account related to the Peel Service Charges, with payment to be made on or before November 30, 2019.

Yours truly,



Colin Holland
Legal Counsel

CH/bc

From: [Ellen Alspector](#)
To: [Bruce, Jennifer](#)
Cc: [Colin Holland](#)
Subject: D'Angelo/Peel
Date: Friday, November 1, 2019 12:22:47 PM
Attachments: [image003.png](#)

**CAUTION: EXTERNAL MAIL. DO NOT CLICK ON LINKS OR OPEN ATTACHMENTS
YOU DO NOT TRUST.**

Thank you for your recent emails.

I understand my client has been making the agreed bi-weekly payments and I also understand that the subsequent BOD readings have been within the acceptable range.

In terms of my client's financing, I understand he has a commitment letter and I also understand that the transaction should be finalized within the new few weeks.

Regards,



GREGORY HEMSWORTH

SUITE 400 ~ 7050 WESTON ROAD
WOODBRIIDGE ~ ONTARIO ~ L4L 8G7
PHONE: (905) 850-7000 EXT 212 ~ FAX: (905) 850-7050

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From: [Ellen Alspector](#)
To: [Bruce, Jennifer](#); [Colin Holland](#)
Subject: D'Angelo Brands/Peel/Mississauga
Date: Monday, November 18, 2019 12:59:03 PM
Attachments: [image003.png](#)
[motion.confirmation.pdf](#)

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I received the November 15 email from Jennifer confirming the settlement for which I thank you.

With respect to the November 28 return date, I attach:

1. Motion Confirmation confirming the matter is not proceeding;
2. Notice of Abandonment with respect to that Application (served via fax);
3. Notice of Abandonment with respect to the Application dated April 29, 2020 (served via fax).

The Notices of Abandonment, per agreement, are delivered on a without costs basis. I am forwarding both to the local registrar with proof of service for filing.

With respect to the form of Release, I look forward to your draft at your early convenience.

With respect to arrears, it would help me if you could forward copies of the invoices to me. I am told by my client that he has been delivering drafts in the amount of \$20,000.00 since we reached the agreement which you will recall was Mr. D'Angelo's best estimate of the actual amounts and which should meet or exceed the invoices. If there is a discrepancy, I need to know what it is so that I can have my client deal with it.

In terms of the refinancing, the agreement is in place. The condition respecting the existing securities in favour of Sherfam has not yet been removed and I am waiting for resolution of that issue. Given the volume of paperwork which will be involved, this may go past the end of the month by a week or two. I will keep you posted.

Yours truly,



GREGORY HEMSWORTH

SUITE 400 ~ 7050 WESTON ROAD
WOODBRIIDGE ~ ONTARIO ~ L4L 8G7
PHONE: (905) 850-7000 EXT 212 ~ FAX: (905) 850-7050

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From: [Ellen Alspector](#)
To: [Bruce, Jennifer](#)
Subject: D'Angelo v. Peel
Date: Monday, December 9, 2019 11:40:06 AM
Attachments: [image002.png](#)

CAUTION: EXTERNAL MAIL. DO NOT CLICK ON LINKS OR OPEN ATTACHMENTS YOU DO NOT TRUST.

Further to my telephone message and your email of even date, I confirm that the negotiations on behalf of D'Angelo Brands are being conducted by Jules Berman, Q.C.

I have copies of the confirming emails returning a signed Non Disclosure Agreement from Mr. Berman's office to the lawyers acting for Sherfam. I am advised that the agreement itself in the form drafted by Sherfam was signed by D'Angelo Brands and returned for signature.

It is my expectation that the agreement will be signed and completed in the next few days. I don't expect any complications inasmuch as the documentation is all in the form prepared by Sherfam and delivered for signature.

As soon as that is signed, then the financing should go ahead. I will keep you posted.

Yours truly,



GREGORY HEMSWORTH

SUITE 400 ~ 7050 WESTON ROAD
WOODBRIDGE ~ ONTARIO ~ L4L 8G7
PHONE: (905) 850-7000 EXT 212 ~ FAX: (905) 850-7050

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From: [Ellen Alspector](#)
To: [Bruce, Jennifer](#); [Colin Holland](#)
Subject: D'Angelo Brands/Peel
Date: Thursday, December 19, 2019 1:10:19 PM
Attachments: [image001.png](#)

CAUTION: EXTERNAL MAIL. DO NOT CLICK ON LINKS OR OPEN ATTACHMENTS YOU DO NOT TRUST.

I am writing with an update to my earlier correspondence respecting Sherfam and the mechanics of closing the agreement which has been reached in principle.

Mr. D'Angelo was of the understanding that all of the necessary approvals and documents would have been completed by now. Apparently, the lawyer for Sherfam has to convene a meeting with all of the beneficiaries and trustees of the Sherman estate. His latest communication expressed the view that, due to the holidays and mixed travel plans, he did not believe he could make those arrangements before the end of the week of January 6.

I do not expect any delay beyond that point and thank you on behalf of D'Angelo Brands for your continued patience and forbearance.



GREGORY HEMSWORTH

SUITE 400 ~ 7050 WESTON ROAD
WOODBRIIDGE ~ ONTARIO ~ L4L 8G7
PHONE: (905) 850-7000 EXT 212 ~ FAX: (905) 850-7050

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From: [Colin Holland](#)
To: [Ellen Alspector](#); [Bruce, Jennifer](#)
Cc: [Brooke Coombs](#)
Subject: RE: D"Angelo/Peel
Date: Thursday, January 16, 2020 3:41:22 PM
Attachments: [image003.png](#)

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Hi Greg,

Can we get a realistic expectation for when these tax arrears are going to be paid?

My letter of October 29, 2019, recorded an agreement to take no enforcement steps on the condition that the tax roll was satisfied by November 30, 2019.

Our Revenue department will not sit on these arrears indefinitely.

Thanks,
Colin



Colin Holland
Legal Counsel, Litigation

300 City Centre Drive, 10th Floor
Mississauga, ON L5B 3C1
T 905-615-3200 ext. 8532 | F 905-615-3252
colin.holland@mississauga.ca

[City of Mississauga](#) | City Manager's Department,
Legal Services Division

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From: Ellen Alspector [mailto:ealspector@csllp.ca]
Sent: Wednesday, January 8, 2020 11:07 AM

To: Bruce, Jennifer; Colin Holland
Subject: D'Angelo/Peel

Further to yesterday's transmission, I attach an email received from the lender respecting the financing for your records.



GREGORY HEMSWORTH

SUITE 400 ~ 7050 WESTON ROAD
WOODBIDGE ~ ONTARIO ~ L4L 8G7
PHONE: (905) 850-7000 EXT 212 ~ FAX: (905) 850-7050

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From: [Ellen Alspector](#)
To: [Bruce, Jennifer](#)
Cc: [Colin Holland](#)
Subject: D'Angelo Brands/Peel/Mississauga
Date: Tuesday, February 11, 2020 1:09:42 PM
Attachments: [image001.png](#)

**CAUTION: EXTERNAL MAIL. DO NOT CLICK ON LINKS OR OPEN ATTACHMENTS
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Further to my last email, I am advised that the documentation is progressing. There has been a slight hiccup in that there is a new lawyer acting on the file but any delay should be minimal.

I understand that, in the meantime, D'Angelo has been making bi-weekly payments of \$20,000.00.

Thank you for your continued patience.

Yours truly,



GREGORY HEMSWORTH

SUITE 400 ~ 7050 WESTON ROAD
WOODBRIDGE ~ ONTARIO ~ L4L 8G7
PHONE: (905) 850-7000 EXT 212 ~ FAX: (905) 850-7050

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From: [Ellen Alspector](#)
To: [Bruce, Jennifer](#); [Colin Holland](#)
Subject: D'Angelo Brands
Date: Thursday, February 20, 2020 10:46:44 AM
Attachments: [image002.png](#)

CAUTION: EXTERNAL MAIL. DO NOT CLICK ON LINKS OR OPEN ATTACHMENTS YOU DO NOT TRUST.

I have notified you previously that I had a conflict and the financing is being arranged by another law firm. Mr. D'Angelo has been out of the country for the last week, is now back and will be meeting with those lawyers tomorrow to finalize matters. I should be in a position to give you an update and a better timetable which I imagine will be short.

On a separate issue, we are back to BOD charges (specifically November) based on supposed test results that are not only improbable but impossible. The figures provided by Peel simply cannot be rationalized with the independent testing done by D'Angelo Brands nor can they be rationalized with the production volume for D'Angelo Brands for the month of November which was the lowest of the entire year.

We have discussed in the past, without resolution, a means by which this issue can be satisfactorily resolved either by an agreed independent tester (Peel can direct the time or times of the tests at the expense of D'Angelo Brands or, alternatively, Peel can advise D'Angelo Brands when - not before - testing is underway so that D'Angelo Brands can have the independent tester present testing at the same time and place). These wildly fluctuating test results and charges from Peel are simply not sustainable and need to be resolved.

I believe a meeting of all of the interested parties to resolve the situation would be the most effective way to deal with this issue. I look forward to your comments.

Yours truly,



GREGORY HEMSWORTH

SUITE 400 ~ 7050 WESTON ROAD
WOODBRIDGE ~ ONTARIO ~ L4L 8G7
PHONE: (905) 850-7000 EXT 212 ~ FAX: (905) 850-7050

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City of Mississauga
Legal Services
10 - 300 City Centre Drive
MISSISSAUGA, ON L5B 3C1

Colin Holland
Tel: 905.615.3200 ext. 8532
Fax: 905.615.3252
colin.holland@mississauga.ca

March 6, 2020

File: LA.12.DAN

BY EMAIL

2156775 Ontario Inc. cob as D'Angelo Brands ("D'Angelo")
4500 Eastgate Parkway
Mississauga, ON L4W 3W6

c/o: Greg Hemsworth, Capo Sgro LLP: ghemsworth@cslip.ca; ealspector@cslip.ca

Jennifer Bruce
The Regional Municipality of Peel
10 Peel Centre Drive
Brampton, ON L6T 4B9

jennifer.bruce@peelregion.ca

Dear Greg, Jenn,

Re: Tax Roll No.: 05-030-094-11602
Location: 4500 Eastgate Pky

This letter constitutes notice that the City of Mississauga intends to begin collection activities on the stormwater charges, sewer surcharges, water charges, sewer backup charges (collectively the "Peel Service Charges") and the penalty and interest charges related to the same, accrued on the property and tax roll number referenced above. This letter is being provided to you as a courtesy.

The City will issue a Final Notice to Rovinelli Construction Inc. ("Rovinelli") on March 16, 2020. Rovinelli will have 30 days to make payment. Following the expiration of the payment deadline, and in the absence of payment, the City will assign the tax debt to a licensed bailiff. The bailiff will act as the City's agent and will take steps authorized under the *Municipal Act, 2001*, to collect. The bailiff will also be entitled to a surcharge for its efforts.

The ultimate remedy, as you aware, is a tax sale of the property.

I summarize the history of our interactions below to provide context:

The City confirmed to D'Angelo and Rovinelli in October 2019 that it would take no steps to enforce the outstanding tax debt on the condition that payments be made on or before November 30, 2019.

On November 1, 2019, you advised that your client would have financing in place "within the next few weeks".

On November 18, 2019, you advised that a financing agreement was finalized, but that there were issues respecting existing securities. You advised that financing would be in place by mid-December.

You wrote on December 19, 2019, advising that an agreement had "been reached in principle" but that the necessary approvals and documentation would be completed by January 6, 2020, due to holiday and travel plans.

You wrote on January 7, 2020, advising that there was a new lender and that documentation would be "completed as quickly as possible".

You forwarded an email the next day that suggested that the financing would be complete within 30 days.

I advised by email on January 16, 2020, that the City's Revenue department would not sit on the arrears indefinitely.

On January 22, 2020, you advised that an initial advance to cover all tax arrears would be "released shortly".

On February 11, 2020, you wrote to advise that there was a new lawyer acting on the file but that any delay "should be minimal".

On February 20, 2020, you advised that your client would be meeting with his new lawyer the next day to finalize the arrangement. You advised you would provide a new timetable.

We have not heard from you since then.

Respectfully, the City's patience is exhausted. As advised above, we will issue and send out the Final Notice on March 16, 2020.

Yours truly,



Colin Holland
Legal Counsel
CH/bc

From: [Ellen Alspector](#)
To: [Bruce, Jennifer](#)
Cc: [Colin Holland](#)
Subject: D'Angelo Brands
Date: Friday, March 13, 2020 1:45:36 PM
Attachments: [image002.png](#)
[March12email.PDF](#)

CAUTION: EXTERNAL MAIL. DO NOT CLICK ON LINKS OR OPEN ATTACHMENTS YOU DO NOT TRUST.

I am writing with respect to the notice of water disconnection dated March 11, 2020 which references a default amount of \$363,505.07 which is substantially all penalty apart from the November charge of \$157,464.06 which I referenced in my email to you of February 20.

As I noted in that email and as has been covered in the correspondence directly between my client and Peel, that charge is simply not possible based on the November productions of D'Angelo Brands and the independent testing completed by D'Angelo Brands. I suggested a meeting to resolve this continuing issue and I understand that, in fact, arrangements have been made. I don't yet know the outcome of what I understand to be the March 10 meeting and testing.

In terms of "default", I understand the wording of the Minutes of Settlement but repeat Mr. D'Angelo's advice at the time that he could manage, by way of bank draft, \$20,000.00 every other week which should have been more than enough to cover both the water and the discharge accounts. I understand \$20,000.00 was paid March 6 and a further \$30,000.00 is being delivered today. D'Angelo Brands will continue with a further \$20,000.00 on the 20th and, if possible, increase those future payments dependent on cash flow.

With respect to cash flow, I note that D'Angelo Brands is coming out of its slow season and going into full season with maximum production and staff.

In terms of the refinancing, Mr. Holland's March 6 email recounts the delays and my many notifications to you since last fall of the expected completion dates, none of which have come to pass. I attach a copy of a March 12 email from the principal of the lender which is self-explanatory. The delays in the financial information all relate to Sherfam Inc. (the prior lender to D'Angelo Brands which ceased advances on the death of Barry Sherman) and the inability to finalize that accounting through the corporation and through the trustees of the estate. The accounting has been settled and there have been agreements respecting documenting that agreement and finalizing the release of security. Sherfam is now on its 3rd lawyer dealing with this issue which is further complicated by the number of trustees required to provide instructions and sign off. This is obviously a critical component in completing the new financing.

It is not possible for D'Angelo Brands to handle payments in excess of those referenced above until the financing is completed. Unfortunately, I cannot give you a "cast in stone" date but I am told that April 30 should be a drop dead date. If we cannot agree to delay the water disconnection beyond March 25 to April 30 (or on 5 business days' notice following default in any of the payments above), the result will be the bankruptcy of D'Angelo Brands and the unemployment of 200 plus persons.

Could you please consider all of the foregoing and let me know your position as quickly as possible.

Yours truly,



CAPO SGRO LLP
Barristers · Solicitors

GREGORY HEMSWORTH

SUITE 400 ~ 7050 WESTON ROAD
WOODBRIIDGE ~ ONTARIO ~ L4L 8G7
PHONE: (905) 850-7000 EXT 212 ~ FAX: (905) 850-7050

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From: [Ellen Alspector](#)
To: [Bruce, Jennifer](#)
Cc: [Colin Holland](#)
Subject: FW: Funding -D"Angelo Brands
Date: Wednesday, March 25, 2020 12:30:29 PM
Attachments: [image003.png](#)

CAUTION: EXTERNAL MAIL. DO NOT CLICK ON LINKS OR OPEN ATTACHMENTS YOU DO NOT TRUST.

Below is the most recent correspondence from Rick Arnone respecting the financing package. I will forward confirmation that the commitment has been executed and delivered.

Regards,



GREGORY HEMSWORTH

SUITE 400 ~ 7050 WESTON ROAD
WOODBRIDGE ~ ONTARIO ~ L4L 8G7
PHONE: (905) 850-7000 EXT 212 ~ FAX: (905) 850-7050

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----- Original message -----

From: Rick Arnone <rick.arnone@ia3corp.com>
Date: 2020-03-22 1:40 p.m. (GMT-05:00)
To: Frank Dangelo <Frank@dangelobrand.ca>, Greg Hemsworth <Ghemsworth@cslp.ca>

From: Rick Arnone
Sent: March 22, 2020 1:14 PM
To: Frank Dangelo <Frank@dangelobrand.ca>; Greg Hemsworth <Ghemsworth@cslp.ca>
Subject: Funding

Frank, as per our conversation on Friday, we should have a commitment letter to you by the end of the week. Once you sign it, we will get funding to your lawyer in three to

four weeks. We will do our best to expedite matters, but with the current situation, our office is closed and we are all working from home. Please send me your purchase orders for the month of April.

Regards,

Rick Arnone
Partner
416.951.3866

In light of the latest developments related to COVID-19, CAPO SGRO LLP has implemented a work at home plan for our staff commencing Tuesday, March 17th until further notice. During this period, we will continue to provide remote, uninterrupted service to our clients.

Going forward all client meetings will be conducted via telephone or video conference. If you have an appointment currently scheduled, we will contact you to make alternate arrangements. If you usually communicate with us by fax or postal mail, please use email instead as fax and postal mail will be checked infrequently. While lawyers and staff will be checking voicemail, email remains the most effective form of communication.

The health and safety of our staff, clients and the community as whole are our primary concern and we thank you for your co-operation and assistance.

Yours truly,

CAPO SGRO LLP

From: [Ellen Alspector](#)
To: [Bruce, Jennifer](#)
Cc: [Colin Holland](#)
Subject: RE: D'Angelo Brands
Date: Friday, July 10, 2020 1:13:33 PM
Attachments: [image002.png](#)

CAUTION: EXTERNAL MAIL. DO NOT CLICK ON LINKS OR OPEN ATTACHMENTS YOU DO NOT TRUST.

Jennifer, the RBC financing will include the funds necessary to clear the arrears owing to Peel. All of these government backed loan programs are back-logged and, as you noted, my client has been and continues to press to complete the loan facility.

Greg

From: Bruce, Jennifer
Sent: Thursday, July 09, 2020 6:27 PM
To: Ellen Alspector <ealspector@cslp.ca>
Cc: Colin Holland <Colin.Holland@mississauga.ca>
Subject: RE: D'Angelo Brands

[EXTERNAL]
Hi Greg,

In April you indicated regarding the financing that “things have gone completely off the rails” but that your client was still attempting to pursue financing. In May you advised that your client was pressing for full refinancing. All correspondence has suggested that although D’Angelo has faced many many issues in securing financing, that this was still being pursued. Is financing no longer being pursued to pay off the tax roll arrears? If so, how does D’Angelo intend on addressing this debt? I don’t know what the RBC lending program is supposed to address or whether any funds potentially received from the program would have anything to do with your clients debt to the Region.

Frankly, I do not understand the purpose of temporarily removing the debt from the tax roll to then replace it after the sale is complete. Would this not deceive a potential mortgage lender? The Region will not agree to do this.

In terms of the rebate, my client has advised that they are processing this item and that correspondence will be delivered shortly.

Regards,

Jennifer Bruce
Legal Counsel
The Regional Municipality of Peel

10 Peel Centre Drive
Brampton, ON, L6T 4B9
Office : (905) 791-7800 ext 4367
Cell : (437)774-4575



From: Ellen Alspector <ealspector@cslp.ca>
Sent: July 9, 2020 10:27 AM
To: Bruce, Jennifer <jennifer.bruce@peelregion.ca>
Subject: RE: D'Angelo Brands

CAUTION: EXTERNAL MAIL. DO NOT CLICK ON LINKS OR OPEN ATTACHMENTS YOU DO NOT TRUST.

Jennifer:

With respect to the financing, my earlier correspondence to you in April and May notified you that the proposed lender, as a result of COVID 19, could not proceed. Apparently approximately 90% of that lender's "book" was comprised of restaurants which almost universally defaulted in their respective payments.

I also indicated that D'Angelo Brands qualifies for the government lending program, applied on the first available date with the RBC and that is currently being processed. D'Angelo Brands was not an existing customer of RBC and, accordingly, had to work its way a long way up from the bottom of the pile in order to have the application addressed.

The purchase of the building is to deal with a landlord who, as a result of the water bills being added to its tax bill, is increasingly under pressure and, in turn, threatening D'Angelo Brands under its lease obligations. Closing that sale will maintain Peel's security but will require cooperation with Peel in order to clear the tax certificate temporarily. Re-imposing the tax obligation as soon as the sale is closed will make no difference to Peel's priority.

In terms of the rebate due to my client, D'Angelo Brands has repeatedly requested a reconciliation and a simple clear answer as to the amount of the rebate. Apparently, no answer has been forthcoming. At the same time, my client has repeatedly asked that the rebate be applied to the arrears which form the basis for the tax charges imposed on title by Mississauga (at the direction of Peel).

I would be grateful if you could direct your client to address all of the foregoing issues at the earliest date possible.

Yours truly,



GREGORY HEMSWORTH

SUITE 400 ~ 7050 WESTON ROAD
WOODBRIDGE ~ ONTARIO ~ L4L 8G7
PHONE: (905) 850-7000 EXT 217 ~ FAX: (905) 850-7050

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From: Bruce, Jennifer
Sent: Tuesday, July 07, 2020 5:36 PM
To: Ellen Alspector <ealspector@cslip.ca>; Greg Hemsworth <Ghemsworth@cslip.ca>
Subject: RE: D'Angelo Brands

[EXTERNAL]

Hi Greg,

Is D'Angelo purchasing 4500 Eastgate Pkwy from Eastgate/Rovinelli?

What is happening with the financing that was supposed to pay the arrears on the tax roll?

Your client has previously asked for the tax arrears to be removed from the tax roll, which they considered and declined to do.

Jennifer Bruce

Legal Counsel
The Regional Municipality of Peel
10 Peel Centre Drive
Brampton, ON, L6T 4B9
Office : (905) 791-7800 ext 4367
Cell : (437)774-4575



From: Ellen Alspector <ealspector@cslip.ca>
Sent: July 7, 2020 2:47 PM
To: Bruce, Jennifer <jennifer.bruce@peelregion.ca>
Subject: D'Angelo Brands

CAUTION: EXTERNAL MAIL. DO NOT CLICK ON LINKS OR OPEN ATTACHMENTS YOU DO NOT TRUST.

Jennifer:

My client has an agreement to purchase the building and has confirmed mortgage financing for that purpose. The stumbling block for completion of this sale is the arrears transferred from Peel to Mississauga and added to the property tax bill.

I have spoken to Colin Holland to determine how best to deal with the issue and, ultimately, it comes back to Peel and an agreement of some sort to remove the tax arrears temporarily and post-sale, reinstate them if necessary. In any case, it would be done in such a way that there would be no prejudice to Peel's position nor security for the arrears.

Could you please confirm whether or not we can conduct a teleconference call including my client, Mr. D'Angelo, to discuss all of the foregoing and hopefully find a means by which the sale can be concluded.

I look forward to your early reply.

Yours truly,



GREGORY HEMSWORTH

SUITE 400 ~ 7050 WESTON ROAD
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The health and safety of our staff, clients and the community as whole are our primary concern and we thank you for your co-operation and assistance.

Yours truly,

CAPO SGRO LLP

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Yours truly,

CAPO SGRO LLP

From: [Ellen Alspector](#)
To: [Bruce, Jennifer](#)
Cc: [Colin Holland](#)
Subject: D'Angelo Brands
Date: Tuesday, July 21, 2020 12:51:48 PM
Attachments: [image002.png](#)

CAUTION: EXTERNAL MAIL. DO NOT CLICK ON LINKS OR OPEN ATTACHMENTS YOU DO NOT TRUST.

As an update to my July 16 correspondence, I confirm that the efforts to conclude financing which were essentially completed in early April, were aborted as a result of the COVID related financial difficulties of the lender. The lender's portfolio was comprised substantially of accounts in the hospitality industry and, in particular, restaurants. The overwhelming majority of those accounts defaulted in payments to the lender.

D'Angelo Brands proceeded to apply for the federal government COVID related financing for which it qualifies and completed its application to the RBC on the first available date. D'Angelo Brands was not an existing customer of RBC and, accordingly, was slaughtered at the end of the queue. The documentation submitted was somewhat hampered by the ongoing difficulties (reported to you earlier) in obtaining the complete financial accounting from Sherfam to allow D'Angelo Brands to balance and complete its own up-to-date financial statements. The loan officer assigned to the file has just returned from holidays and I understand Mr. D'Angelo will be meeting with him on the 24th. I would expect better and more concrete information respecting finalizing the at that time.



GREGORY HEMSWORTH

SUITE 400 ~ 7050 WESTON ROAD
WOODBRIDGE ~ ONTARIO ~ L4L 8G7
PHONE: (905) 850-7000 EXT 212 ~ FAX: (905) 850-7050

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All client meetings will be conducted via telephone or video conference. While lawyers and staff will be checking voicemail, email remains the most effective form of communication.

The health and safety of our staff, clients and the community as whole are our primary concern and we thank you for your co-operation and assistance.

Yours truly,
CAPO SGRO LLP

From: [Leo Klug](#)
To: [Bruce, Jennifer](#)
Subject: Bailiff's demands
Date: Wednesday, December 23, 2020 10:54:16 AM
Attachments: [Bailiff's demands 1.pdf](#)

**CAUTION: EXTERNAL MAIL. DO NOT CLICK ON LINKS OR OPEN ATTACHMENTS
YOU DO NOT TRUST.**

I enclose emails between the bailiff and my client.

There is no provision in the Minutes of Settlement of December 2019 for the payment of interest, penalties and bailiff's charges.

There is no need for a bailiff.

My client has voluntarily agreed to pay \$30,000.00 per month under protest and is making those payments.

The bailiff has added interest, penalties and a five percent collection charge.

These past charges must be reversed immediately and no further charges should be levied and added to the tax rolls.

If the Region does not agree to this forthwith, this will form the basis of a further claim against the Region in the present litigation.

My client will be making all future payments directly to the City under protest.

The full amount of the payment must be credited to the tax roll without deduction.

Please confirm receipt of this email and provide me with your response as soon as practically possible.

--

Leo Klug, B.Comm., JD.,CS
Klug Law

100 Allstate Parkway
Suite 800
Markham, Ontario
L3R 6H3

Tel: (905) 947-8771
Fax: (905) 947-0529
Email: leoklug@kluglaw.ca

Website: www.kluglaw.ca

From: harvey@bailiffsale.com [mailto:harvey@bailiffsale.com]

Sent: Tuesday, December 22, 2020 1:08 PM

To: Noordine Teja <Noordine.Teja@DangeloBrands.ca>; Frank D'Angelo <Frank@Dangelobrand.com>

Cc: ashlee@bailiffsale.com; 'Mathew Sherkin' <matthews@bailiffsale.com>; joshsg@bailiffsale.com; 'Frank D'Angelo' <mrfrankdangelo@hotmail.com>

Subject: RE: accounting ledger detailing payments 4500 Eastgate Parkway, Mississauga

Good afternoon Mr. Teja.

The beginning balance is at the top of the ledger card, the amount is; **\$2,142,623.04**. Penalties and interest included at the time the warrant is issued to the bailiff is **\$257,350.41** for a total due, to the City, in the amount of **\$2,399,973.45**

Bailiff costs are calculated as a percentage of the municipal realty taxes and are \$120,018.67 plus HST in the amount of \$15,602.43, which become part and parcel of the municipal realty tax arrears, penalties/interest. Bailiff fees, as a percentage, (that being 5%), are retained from every payment made plus HST and the balance of funds recovered are paid to the City.

The City of Mississauga has waived the interest, as of August 2020, levied in the amount of 1.25% per month, (based on the principal amount due and not as a compounded interest amount), that the city is permitted to add to the municipal realty tax arrears under the Municipal Act RSO..

As our computer software program automatically adds monthly interest, which is reflected in the printed ledger card we provided to you, we have manually adjusted each months interest from the realty taxes due.

If here are further questions we stand ready to answer.

Harvey A. Greber CPPA

President

Barton
& COMPANY (BAILIFFS) LTD

as Agent for the City of Mississauga

18 Ashwarren Road

North York, Toronto, Ontario

M3J 1Z5

T: 416-633-1416 ext 223

F: 416-633-3422

C: 416-931-7878

www.bailiffsale.com

From: Noordine Teja <Noordine.Teja@DangeloBrands.ca>

Sent: December 21, 2020 5:35 PM

To: harvey@bailiffsale.com; Frank D'Angelo <Frank@Dangelobrand.com>

Cc: ashlee@bailiffsale.com; 'Mathew Sherkin' <matthews@bailiffsale.com>; joshsg@bailiffsale.com; 'Frank D'Angelo' <mrfrankdangelo@hotmail.com>

Subject: RE: accounting ledger detailing payments 4500 Eastgate Parkway, Mississauga

Thank you for your note.

We will try to decipher the info ourselves first.

Please send me how the beginning balance was arrived at so we can start.

And how the interest is calculated each time. That is not obvious on the statement too.

Best regards

Dean

From: harvey@bailiffsale.com [mailto:harvey@bailiffsale.com]
Sent: Monday, December 21, 2020 5:22 PM
To: Noordine Teja <Noordine.Teja@DangeloBrands.ca>; Frank D'Angelo <Frank@Dangelobrandes.ca>
Cc: ashlee@bailiffsale.com; 'Mathew Sherkin' <matthews@bailiffsale.com>; joshsg@bailiffsale.com; 'Frank D'Angelo' <mrfrankdangelo@hotmail.com>
Subject: RE: accounting ledger detailing payments 4500 Eastgate Parkway, Mississauga

Good afternoon Mr. Teja.

With the greatest respect to you, the ledger card we transmitted to you is directly printed from our software program and clearly shows the printed information you seek and to insure clarity I personally hand wrote additional notes. I am truly not being difficult, but there is no other ledger card available. In the event you would like to speak to the matter so that we can walk through the ledger card I shall be pleased to speak to you tomorrow morning anytime after 10:30 am, on my cellular phone, 416-931-7878 or by landline, 416-633-1416 ext 223.

Harvey A. Greber CPPA

President

Barton
& COMPANY (BAILIFFS) LTD

as Agent for the City of Mississauga

18 Ashwarren Road

North York, Toronto, Ontario

M3J 1Z5

T: 416-633-1416 ext 223

F: 416-633-3422

C: 416-931-7878

www.bailiffsale.com

From: Noordine Teja <Noordine.Teja@DangeloBrands.ca>
Sent: December 21, 2020 2:10 PM
To: harvey@bailiffsale.com; Frank D'Angelo <Frank@Dangelobrand.com>
Cc: ashlee@bailiffsale.com; 'Mathew Sherkin' <matthews@bailiffsale.com>; joshsg@bailiffsale.com; 'Frank D'Angelo' <mrfrankdangelo@hotmail.com>
Subject: RE: accounting ledger detailing payments 4500 Eastgate Parkway, Mississauga

Thank you Harvey.

Please supply the items below

And do send us again, the notes at the end of statement. The hand written notes are not legible.

Best regards

Dean Teja

Executive VP, Finance.

905 238 6300

From: harvey@bailiffsale.com [mailto:harvey@bailiffsale.com]
Sent: Monday, December 21, 2020 1:54 PM
To: Noordine Teja <Noordine.Teja@DangeloBrands.ca>; Frank D'Angelo <Frank@Dangelobrand.com>
Cc: ashlee@bailiffsale.com; 'Mathew Sherkin' <matthews@bailiffsale.com>; joshsg@bailiffsale.com; 'Frank D'Angelo' <mrfrankdangelo@hotmail.com>
Subject: FW: accounting ledger detailing payments 4500 Eastgate Parkway, Mississauga
Importance: High

Good afternoon.

I have been provided with your e-mail from and asked to respond to you by Ms. Ashlee Weedon of our office.

Kindly call me at 416-633-1416 ext 223 in the event you wish to discuss matters.

Harvey A. Greber CPPA

President

Barton
& COMPANY (BAILIFFS) LTD

as Agent for the City of Mississauga

18 Ashwarren Road

North York, Toronto, Ontario

M3J 1Z5

T: 416-633-1416 ext 223

F: 416-633-3422

C: 416-931-7878

www.bailiffsale.com

From: Noordine Teja <Noordine.Teja@DangeloBrands.ca>
Sent: December 17, 2020 1:11 PM
To: ashlee@bailiffsale.com
Cc: Frank Dangelo (mrfrankdangelo@hotmail.com) <mrfrankdangelo@hotmail.com>; Frank D'Angelo <Frank@Dangelobrand.com>
Subject: FW: accounting ledger detailing payments 4500 Eastgate Parkway, Mississauga
Importance: High

Hello Ashlee

I have attached a statement of your account.

Please provide a statement that clearly shows debits and credits until today on a running excel spreadsheet.

I am unable to understand the entries on the attached without proper descriptions

Please also send us how the interest is calculated every month.

Please send us the amounts that make up the opening balance as well

Thank you for your kind assistance

Dean Teja

Executive VP, Finance.

905 238 6300

Sent from my Bell Samsung device over Canada's largest network.

----- Original message -----

From: harvey@bailiffsale.com

Date: 2020-11-23 12:06 p.m. (GMT-05:00)

To: Frank D'Angelo <Frank@Dangelobrand.com>, 'Frank D'Angelo' <mrfrankdangelo@hotmail.com>

Cc: ashlee@bailiffsale.com, Roland Greber <roland@bailiffsale.com>, joshsg@bailiffsale.com

Subject: accounting ledger detailing payments 4500 Eastgate Parkway, Mississauga

Good morning Mr. D'Angelo.

I include a scan of a two (2) page ledger report detailing the payments made by you to pay the municipal realty taxes for the subject property, 4500 Eastgate Parkway, Mississauga, Ontario.

Kindly be advised that we have just discovered that the first payment made by you, in the amount of \$15,000.00 on August 14, 2020 was not cleared by your bank, August 24, 2020, however, as we only just discovered this being payment being pulled back by your bank, resulting in an NSF situation, a receipt was issued at the time and these funds were duly remitted to the City of Mississauga on or about August 21, 2020. Consequently, we are out these funds.

You are aware, as the writer reported this issue to you on November 20, 2020, and the writer reiterates that a direct deposit payment made by you to our trust account in the amount of \$5,000.00, on November 9, 2020, was also pulled back by your bank, on November 9, 2020, and prior to our being notified by our bank, these funds were remitted to the City on or about November 13, 2020.

The writer confirms receipt of two payments, direct deposited to our trust account, by you, on November 20, 2020, one in the amount of \$5,000.00 to specifically replace the aforementioned \$5,000.00 NSF payment and a further payment of \$15,000.00.

Kindly be advised this second payment of \$15,000.00 will be used to offset the NSF payment of August 14, 2020 and retained by us to replace the money paid by us to the City of Mississauga.

Further payments made by you will be remitted to the City of Mississauga, less proportionate bailiff fees and HST as it has been in the past.

As it there have now been three (3) instances of direct deposits made by you that have been pulled back, we ask that future payments made by you to Barton Bailiffs, as agent for the City of Mississauga, ONLY be made through the on-line "PAYEE" banking system and not direct deposited to our trust account.

Directions to do so are quite simple;

- 1. go the payee system on your bank profile**
- 2. look up, Barton & Company (Bailiffs) Ltd.**
- 3. use the roll number as the account number, (there are no spaces when entering the account number on line) 0 5 0 3 0 0 9 4 1 1 6 0 2 0 0 0**

Kindly confirm receipt of this e-mail, your understanding of the accounting history and that future payments made by you will **only** be made through the banks online payee system and not direct deposited to us.

Harvey A. Greber CPPA

President

Barton
& COMPANY (BAILIFFS) LTD

as Agent for the City of Mississauga

18 Ashwarren Road

North York, Toronto, Ontario

M3J 1Z5

T: 416-633-1416 ext 223

F: 416-633-3422

C: 416-931-7878

www.bailiffsale.com



This email has been checked for viruses by Avast antivirus software.
www.avast.com

**THIS IS EXHIBIT "E" REFERRED
TO IN THE AFFIDAVIT OF
Elaine Gilliland
SWORN BEFORE ME,
THIS 8th DAY OF December 2022**

A handwritten signature in black ink, appearing to read "J. B. Mc". The signature is written in a cursive style with a large initial "J" and "B".

A Commissioner for Taking Affidavits, etc.

LANDLORD'S DISTRESS WARRANT

NOTICE TO TENANT: 2156775 ONTARIO INC. O/A D'ANGELO BRANDS, ET AL

TAKE NOTICE THAT: **EASTGATE GROUP INC.**, (LANDLORD), HAS TAKEN DISTRESS AGAINST YOUR GOODS, CHATTELS, INVENTORY AND CASH, (COLLECTIVELY "GOODS"), LOCATED AT: **4500 EASTGATE PARKWAY, MISSISSAUGA, ONTARIO**, PURSUANT TO THE PROVISIONS OF THE LEASE BETWEEN YOU, AND THE LANDLORD, AND PURSUANT TO THE PROVISIONS OF THE "COMMERCIAL TENANCIES ACT", FOR RENT ARREARS, AND ADDITIONAL RENT ARREARS OWING IN THE SUM OF **FOUR MILLION, NINE HUNDRED AND SEVENTY-ONE THOUSAND, FOUR HUNDRED AND NINETY-SIX DOLLARS AND SEVENTY-TWO CENTS (\$4,971,496.72)** PLUS COSTS.

AND TAKE FURTHER NOTICE THAT IF YOU DO NOT, WITHIN FIVE (5) DAYS FROM THE DATE OF SERVICE UPON YOU OF THE NOTICE HEREIN, REPLEVY THE SAME GOODS AND CHATTELS BY PAYING THE ARREARS OF RENT AS AFORESAID, THE SAID GOODS AND CHATTELS SHALL BE APPRAISED BY TWO APPRAISERS IN ACCORDANCE WITH THE PROVISIONS OF THE "COMMERCIAL TENANCIES ACT", AND SHALL THEREAFTER BE SOLD, AND THE BEST PRICE THAT CAN BE OBTAINED FOR THEM TOWARD SATISFACTION OF RENT FOR WHICH THEY WERE DISTRESSED, AND THE CHARGES OF SUCH DISTRESS, APPRAISEMENT, SALE, LEGAL FEES AND RELATED COST.

AND FURTHER TAKE NOTICE THAT SHOULD IT BE NECESSARY FOR THE PROTECTION OF YOUR GOODS AND CHATTELS AND FOR THE PROTECTION OF THE LANDLORD'S RIGHT OF DISTRESS THAT THE SAID GOODS BE REMOVED AND STORED IN A SAFE PLACE, AND/OR THE LOCK ON THE ENTRY TO THE SAID PREMISES BE CHANGED BUT, NOTWITHSTANDING THE CHANGE OF LOCK BY THE LANDLORD FOR THE PURPOSE OF PROTECTION OF SAID GOODS AND CHATTELS, YOUR RIGHTS AS TENANT TO THE PREMISES CONTINUE TO BE RECOGNIZED, AND YOU MAY, UPON REQUEST TO THE LANDLORD OR IT'S BAILIFF, RE-ENTER THE LEASED PREMISES AND CONTINUE TO OCCUPY SAME, AND USE SAME. YOU MAY REPLEVY YOUR GOODS AND CHATTELS UPON PAYMENT OF ARREARS OF RENT, PLUS COSTS AND CHARGES, AS AFORESAID.

THIS IS NOT A FORFEITURE OF THE SAID TENANCY AGREEMENT BUT A DISTRESS AGAINST GOODS AND CHATTELS. FOR GREATER CERTAINTY, THIS DISTRESS IS NOT INTENDED IN ANY WAY TO TERMINATE THE SAID TENANCY AGREEMENT.

LANDLORD
EASTGATE GROUP INC.
4540 Eastgate Parkway, Unit 8
Mississauga, Ontario, L4W 3W6

BAILIFF
STERLING BAILIFFS INC.
1001 Petrolia Road
Toronto, Ontario M3J 2X7
Tel: 416-701-1322 Fax: 416-701-0005

DATED at **Mississauga, Ontario**, this **2nd** day of **June**, A.D. **2022**.

Signed: 

Warrant Registration File No.: **L-6531A**

NOTICE TO TENANT


RE-ENTRY INTO THESE PREMISES MUST BE BY PERMISSION OF THE LANDLORD OR THEIR BAILIFF. SUCH RE-ENTRY SHALL NOT BE UNREASONABLY WITHHELD BY ARRANGEMENT.

ANY ATTEMPT TO REMOVE SEIZED GOODS OR CHATTELS IS UNLAWFUL AND A VIOLATION OF THE CRIMINAL CODE


**THIS IS EXHIBIT "F" REFERRED
TO IN THE AFFIDAVIT OF
Elaine Gilliland
SWORN BEFORE ME,
THIS 8th DAY OF December 2022**

A handwritten signature in black ink, appearing to read "J. B. Mee". The signature is written in a cursive style with a large, stylized initial "J" and "M".

A Commissioner for Taking Affidavits, etc.

Ontario  Menu

Surname/Business Name	Given Name	Case Number	Court Location	Case Title	Publication Ban	Detail	Parties
2156775 ONTARIO INC.	N/A	CV20000038880000	Brampton	VELOX STAFFING SOLUTIONS INC. v. 2156775 ONTARIO INC. et al	N	+	-
Surname/Business Name			Given Name		Type		
VELOX STAFFING SOLUTIONS INC.			N/A		Plaintiff		
2156775 ONTARIO INC.			N/A		Defendant 1		
D'ANGELO			FRANK		Defendant 2		
2156775 ONTARIO INC. COB AS D'ANGELO BRANDS	N/A	CV21000030360000	Brampton	2156775 ONTARIO INC. COB AS D'ANGELO BRANDS v. THE REGIONAL MUNICIPALITY OF PEEL et al	N	+	+
2156775 ONTARIO INC. COB AS D'ANGELO BRANDS	N/A	CV21000034820000	Brampton	2156775 ONTARIO INC. COB AS D'ANGELO BRANDS v. THE REGIONAL MUNICIPALITY OF PEEL et al	N	+	+
2156775 ONTARIO INC.	N/A	CV22000008480000	Kitchener	CANADIAN ENERGY STRATEGIES INC. v. 2156775 ONTARIO INC.	N	+	-
Surname/Business Name			Given Name		Type		
CANADIAN ENERGY STRATEGIES INC.			N/A		Plaintiff		
2156775 ONTARIO INC.			N/A		Defendant		

Ontario  Menu

2156775 ONTARIO INC.	N/A	CV22000025730000	Newmarket	TIP FLEET SERVICES CANADA LTD. v. 2156775 ONTARIO INC.	N	+	-
Surname/Business Name			Given Name		Type		
TIP FLEET SERVICES CANADA LTD.			N/A		Plaintiff		
2156775 ONTARIO INC.			N/A		Defendant		
2156775 ONTARIO INC.	N/A	CV22000027560000	Newmarket	2156775 ONTARIO INC. et al v. ARIZONA BEVERAGES OF CANADA et al	N	+	+
2156775 ONTARIO INC.	N/A	CV22000786580000	Hamilton	UNITED DAIRY AND GROCERS INC. v. 2156775 ONTARIO INC. et al	N	+	-
Surname/Business Name			Given Name		Type		
UNITED DAIRY AND GROCERS INC.			N/A		Plaintiff		
2156775 ONTARIO INC.			N/A		Defendant 1		
D'ANGELO			FRANK		Defendant 2		
2156775 ONTARIO INC.	N/A	CV22006770690000	Toronto	LINDE CANADA INC. v. 2156775 ONTARIO INC.	N	+	-
Surname/Business Name			Given Name		Type		
LINDE CANADA INC.			N/A		Plaintiff		
2156775 ONTARIO INC.			N/A		Defendant		

D'ANGELO		FRANK		Defendant 2
2156775 ONTARIO INC.	N/A	CV22006770690000	Toronto	LINDE CANADA INC. v. 2156775 ONTARIO INC.
Surname/Business Name		Given Name		Type
LINDE CANADA INC.		N/A		Plaintiff
2156775 ONTARIO INC.		N/A		Defendant
2156775 ONTARIO INC O/A D'ANGELO BRANDS	N/A	CV22006894250000	Toronto	CJR Wholesale Grocers Ltd. v. Frank et al
Surname/Business Name		Given Name		Type
CJR WHOLESALE GROCERS LTD.		N/A		Plaintiff
FRANK		D'ANGELO		Defendant 1
2156775 ONTARIO INC O/A D'ANGELO BRANDS		N/A		Defendant 2

Showing 21 to 29 of 29 entries « < 1 2 **3** > »

**THIS IS EXHIBIT "G" REFERRED
TO IN THE AFFIDAVIT OF
Elaine Gilliland
SWORN BEFORE ME,
THIS 8th DAY OF December 2022**

A handwritten signature in black ink, appearing to read "John B. [unclear]", written in a cursive style.

A Commissioner for Taking Affidavits, etc.



**ONTARIO
SUPERIOR COURT OF JUSTICE**

Electronically issued : 19-Oct-2020
Délivré par voie électronique
Brampton

VELOX STAFFING SOLUTIONS INC.

Plaintiff

and

2156775 ONTARIO INC. O/A D'ANGELO BRANDS AND
FRANK D'ANGELO

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANTS:

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a Statement of Defence in form 18A prescribed by the Rules of Civil Procedure, serve it on the Plaintiffs' lawyer or, where the Plaintiff does not have a lawyer, serve it on the Plaintiff, and file it, with proof of service, in this court office, WITHIN TWENTY DAYS after this statement is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your Statement of Defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a Statement of Defence, you may serve and file a Notice of Intent to Defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days within which to serve and file your Statement of Defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

IF YOU PAY THE PLAINTIFF'S CLAIM, and \$2,500.00 for costs, within the time for serving and filing the Statement of Defence, you may move to have this proceeding dismissed by the court. If you believe the amount claimed for costs is excessive, you may pay the Plaintiff's claim and \$750.00 for costs and have the costs assessed by the court.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date: _____

Issued by: _____

Local Registrar

Ontario Superior Court of Justice
7755 Hurontario Street
Brampton, ON L6W 4T1

TO: 2156775 ONTARIO INC.
4544 Eastgate Parkway
Mississauga, ON L6W 3W6

TO: FRANK D'ANGELO
4544 Eastgate Parkway
Mississauga, ON L6W 3W6

CLAIM

1. The Plaintiff claims as against the Defendants, jointly and severally:
 - a. liquidated damages in the amount of \$213,991.81, including HST, for breach of contract;
 - b. In addition to, or in the alternative to, paragraphs 1(a), (b), and (c), above, a declaration that,
 - i. the business and affairs of 215, have been and are being carried on in a manner; and
 - ii. D'Angelo has carried out and exercised his powers as an officer, director, and shareholder of 215 in a manner, that is oppressive or unfairly prejudicial to or that unfairly disregards the interests of the Plaintiff as a creditor of 215 contrary to section 248 of the Ontario *Business Corporations Act*, R.S.O. 1990, c. B.16 (the "OBCA");
 - c. damages for the oppressive conduct of the Defendants in the amount of \$213,991.81, including HST;
 - d. prejudgment and post judgment interest in accordance with the terms of the Contract (as described below) in the amount of eighteen percent (18%) per annum. In the alternative, prejudgment and post judgment interest in accordance with section 129 of the *Courts of Justice Act*, R.S.O. 1990, c C.43, as amended;
 - e. the costs of this action, together with all applicable taxes; and

- f. such further and other relief as counsel may advise this Honourable Court deems just and meet in the circumstances.

The Parties:

2. The Plaintiff, Velox Staffing Solutions Inc. ("**Velox**") is a company incorporated pursuant to the laws of Ontario, with its head office located in Brampton, Ontario. Velox carries on business as a staffing solutions provider specializing in the recruitment and placement of employees for its clients on a temporary basis.
3. The Defendant, 2156775 Ontario Inc. o/a D'Angelo Brands ("**215**") is a company incorporated pursuant to the laws of Ontario, with its head office located in Mississauga, Ontario.
4. The Defendant, Frank D'Angelo ("**D'Angelo**"), is an individual living in or around the city of Mississauga, Ontario. D'Angelo is the sole officer, director, and directing mind of 215.

The Contract:

5. On or about October 11, 2019, Velox and 215 entered into a contract titled "Staffing Services Agreement" (the "**Contract**"). Pursuant to the terms of the Contract, it was agreed that Velox would provide the services of its employees to 215 and 215 would pay for these employees on the rates set out in the Contract.
6. The Contract contained the following provisions, among others:
 - a. Term: twelve (12) months from October 11, 2019;
 - b. Payment of invoices "net 30" from the date of the invoice; and

- c. Interest on any invoices at the rate of eighteen percent (18%) per annum, commencing on the 31st day after the date of the invoice.

7. The types of employees and the rate schedule for those employees was set out at Exhibit "A" of the Contract.

8. Between October 27, 2019, and February 2, 2020, Velox provided employees to 215 in accordance with the Contract. Velox would render invoices to 215 as per the terms of the Contract. Notwithstanding provision of employees and timely delivery of invoices in accordance with the Contract, 215 failed or refused to pay the full amount of the invoices. As of February 2, 2020, 215 was indebted to Velox in the amount of \$245,660.48.

Demand for Payment:

9. Since the last provision of employees under the Contract, 215 has only made small payments towards the amount owed to Velox. As of September 30, 2020, the amount owed to Velox was \$213,991.81 and continues to accrue interest at 18% per annum.

10. Velox has made numerous demands for payment on the amount owing. Velox has even indicated it is prepared to accept payment terms in an effort to resolve this matter. These demands and requests have been ignored by 215.

Claim as against 2156775 Ontario Inc. o/a D'Angelo Brands:

11. Pursuant to the terms of the Contract, as of September 30, 2020, 215 is indebted to Velox for the amount of \$213,991.81, plus interest as 18% per annum.

12. Velox claims damages in the amount of \$213,991.81 plus interest from 215 on the basis of breach of the Contract and oppression.

Oppression Claim against the Defendants:

13. Velox states that it is creditor of 215, and therefore, is a complainant under section 248 of the Ontario *Business Corporations Act* (the “**OBCA**”). Velox states it is entitled to a remedy to correct the oppressive conduct of 215 and D’Angelo as 215’s sole director.

14. Velox states that the Defendants conducted the affairs of 215 in manner that is oppressive or unfairly prejudicial to or that unfairly disregards the interests of Velox as a creditor. Velox states that it had a reasonable expectation of payment of all amounts owing pursuant to the Contract. Velox states its reasonable expectations were unfairly disregarded when the Defendants engaged in conduct to avoid making payments to Velox, as a creditor.

15. The oppressive conduct of the Defendants include, but are not limited to, the following acts:

- a. refusing to pay the amounts owing under the Contract;
- b. using the services Velox’s employees to generate revenues and profits for 215;
- c. retaining the revenues and profits generated by use of Velox employees for the benefit of 215’s shareholders;
- d. Forcing Velox to incur the cost and risk associated with employing the employees used by 215; and
- e. preferring the interests of other creditors over those of Velox by paying those creditors in advance of Velox.

16. Velox states that as the sole shareholder of 215, D’Angelo benefitted from the revenues and profits derived by 215 through the use of Velox’s employees. Velox states these personal

benefits were provided to D'Angelo in advance of payments owed to Velox under the Contract.

17. Further particulars of the oppressive conduct of the Defendants is within the knowledge of the Defendants, and not known to Velox at this time, but will be particularized prior to, or at, trial.

18. As the sole officer and director of 215, D'Angelo is liable to Velox for the oppressive conduct of 215, which was done at his direction.

19. Velox pleads and relies on the Ontario *Business Corporations Act*, R.S.O 1990, c. B.16, and in particular sections 245 and 248.

Date: October 19, 2020

PROUSE DASH & CROUCH, LLP
Barristers and Solicitors
50 Queen Street West
Brampton, Ontario
L6X 4H3

EVAN MOORE (55617T)

Tel: (905) 451-6610
Fax: (905) 451-1549
emoore@pdclawyers.ca

Lawyers for the Plaintiff,
Velox Staffing Solutions Inc.

VELOX STAFFING SOLUTIONS INC.
Plaintiff

and

2156775 ONTARIO INC. O/A D'ANGELO BRANDS, ET AL.
Defendants

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT BRAMPTON

STATEMENT OF CLAIM

PROUSE DASH & CROUCH, LLP

Barristers and Solicitors
50 Queen Street West
Brampton, Ontario
L6X 4H3

EVAN MOORE (55617T)

Tel: (905) 451-6610
Fax: (905) 451-1549
emoore@pdclawyers.ca

Lawyers for the Plaintiff,
Velox Staffing Solutions Inc.

**THIS IS EXHIBIT "H" REFERRED
TO IN THE AFFIDAVIT OF
Elaine Gilliland
SWORN BEFORE ME,
THIS 8th DAY OF December 2022**

A handwritten signature in black ink, appearing to read "J. Brno", is centered below the text.

A Commissioner for Taking Affidavits, etc.



Electronically issued : 02-May-2022
Délivré par voie électronique
Hamilton

Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

UNITED DAIRY AND GROCERS INC.

Plaintiff

- and -

2156775 ONTARIO INC. o/a D'ANGELO BRANDS and FRANK D'ANGELO

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANTS

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the plaintiff's lawyer or, where the plaintiff does not have a lawyer, serve it on the plaintiff, and file it, with proof of service in this court office, WITHIN TWENTY DAYS after this statement of claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days within which to serve and file your statement of defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

IF YOU PAY THE PLAINTIFFS' CLAIM, and \$2,000 for costs, within the time for serving and filing your statement of defence you may move to have this proceeding dismissed by the court. If you believe the amount claimed for costs is excessive, you may pay the plaintiffs' claim and \$400 for costs and have the costs assessed by the court.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date: May 2, 2022

Issued by _____

Local Registrar

Address of
court office:

TO: Frank D'Angelo
4544 Eastgate Parkway
Mississauga, ON L4W 3W6

AND TO: 2156775 ONTARIO INC.
c/o Frank D'Angelo
4544 Eastgate Parkway
Mississauga, ON L4W 3W6

CLAIM

1. The Plaintiff, United Dairy and Grocers Inc. (the “**Plaintiff**”), claims against the Defendants, Frank D’Angelo and 2156775 Ontario Inc. (the “**Defendants**”) as follows:
 - a. Damages in the amount of \$182,638.83 pursuant to a promissory note and an incorporated guarantee of all amounts due under the promissory note;
 - b. In the alternative, damages in the amount \$182,638.83 for unjust enrichment;
 - c. Pre-judgment and post-judgment interest on the above amount at the contractual rate of 10%, in accordance with the Promissory Note (defined below) dated March 15, 2021;
 - d. In the alternative, pre-judgment and post-judgment interest on the rates set out in the *Court of Justice Act*, RSO 1990, c. C 43, as amended;
 - e. The costs of this action on a substantial indemnity basis, plus applicable and harmonized sales tax; and
 - f. Such further and other relief as counsel may request and this Honourable Court may deem just.

The Parties

2. The Plaintiff, United Dairy and Grocers Inc., is a corporation incorporated pursuant to the laws of the Province of Ontario, and operates business as a food distributor.
3. The Defendant, 2156775 Ontario Inc. (the “**Corporation**”), is a corporation incorporated pursuant to the laws of the Province of Ontario. The Defendant, Frank

D'Angelo ("D'Angelo") is the directing mind of the Corporation.

The Promissory Note

4. On or around March 15, 2021, the Corporation provided the Plaintiff with a promissory note in the amount of \$203,744.70 (the "Promissory Note") in consideration for the advance of funds for the purchase of canola oil that was to be delivered to the Plaintiff. Pursuant to the Promissory Note, if the Corporation failed to deliver 4400L of canola oil to the Plaintiff during the first week of April 2021, and a further 4400L during the first week of May 2021, the entire amount of the Promissory note would become due and payable, with interest accruing upon the amount at a rate of 10% per annum.
5. The Defendant, D'Angelo, provided a guarantee on the Corporation's obligations under the Promissory Note and agreed to be jointly and severally liable for all amounts due pursuant to the Promissory Note as and when due.
6. In the alternative, it was an express or implied term of the Promissory Note that the Promissory Note was repayable by the Defendants upon demand by the Plaintiff.

Breach of Contract

7. After the Defendants provided the Plaintiff with the Promissory Note and incorporated Guarantee the Defendants made partial delivery of canola oil.
8. The Defendants failed to deliver the shipment of canola oil in accordance with the

terms of the Promissory Note.

9. On or around April 7, 2021, the Plaintiff made a formal demand to the Defendants for the repayment of all amounts outstanding under the Promissory Note.
10. Despite multiple demands by the Plaintiff, the Defendants have failed or refused to repay any amounts required under Promissory Note in the amount of \$182,638.83
11. The Plaintiff pleads that the Defendants' failure or refusal to make repayment of the outstanding amounts under to the Promissory Note is a breach of the terms of the note and the incorporated guarantee. As a direct result of the Defendants' breaches, the Plaintiff has suffered damages in the amount of \$182,638.83 plus all interest accrued thereon. The Plaintiff seeks repayment by the Defendants of all amounts due under the Promissory Note and incorporated guarantee.

Unjust Enrichment

12. In the alternative, as a result of the Defendants' failure or refusal to make repayment in accordance with the terms of the Promissory Note, the Plaintiff pleads that the Defendant has been unjustly enriched in the amount of \$182,638.83 plus all accrued interest, and that this enrichment was to the Plaintiff's corresponding detriment. The Plaintiff pleads that there is no juristic reason for the enrichment.
13. The Plaintiff pleads and relies upon the *Bills of Exchange Act*, R.S.C., 1985, c. B-4, as amended.

14. The Plaintiff respectfully requests that the trial of this action be heard at the courthouse in the City of Hamilton.

Date: May 2, 2022

GEORGE STREET LAW GROUP LLP

Barristers & Solicitors
10 George Street Suite 200
Hamilton ON L8P 1C8

SAMUEL NASH (LSO#66408N)

Tel: (905) 526-2111

Email: snash@georgestreetlaw.ca

Lawyers for the Plaintiff

UNITED DAIRY AND GROCERS INC.
Plaintiff

-and-

2156775 ONTARIO INC. o/a D'ANGELO BRANDS et al.
Defendants

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
HAMILTON

STATEMENT OF CLAIM

GEORGE STREET LAW GROUP LLP

Barristers & Solicitors
10 George Street Suite 200
Hamilton, ON L8P 1C8

SAMUEL NASH (LSO #66408N)

Tel.: (905) 526-2111
Email: snash@georgestreetlaw.ca

Lawyers for the Plaintiff

**THIS IS EXHIBIT "I" REFERRED
TO IN THE AFFIDAVIT OF
Elaine Gilliland
SWORN BEFORE ME,
THIS 8th DAY OF December 2022**

A handwritten signature in black ink, appearing to read "J. B. Me", is centered below the text.

A Commissioner for Taking Affidavits, etc.



Electronically issued : 17-Feb-2022
Délivré par voie électronique : 17-Feb-2022
Toronto

COURT FILE NO.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

LINDE CANADA INC.

Plaintiff

-and-

2156775 ONTARIO INC. d.b.a. D'ANGELO BRANDS

Defendant

(Court seal)

STATEMENT OF CLAIM

TO THE DEFENDANT

THIS ACTION IS BROUGHT AGAINST YOU UNDER THE SIMPLIFIED PROCEDURE PROVIDED IN RULE 76 OF THE RULES OF CIVIL PROCEDURE.

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the plaintiff's lawyer or, where the plaintiff does not have a lawyer, serve it on the plaintiff, and file it, with proof of service in this court office, WITHIN TWENTY DAYS after this statement of claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days within which to serve and file your statement of defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

IF YOU PAY THE PLAINTIFF'S CLAIM, and \$750.00 for costs, within the time for serving and filing your statement of defence you may move to have this proceeding dismissed by the court. If you believe the amount claimed for costs is excessive, you may pay the plaintiff's claim and \$400 for costs and have the costs assessed by the court.

TAKE NOTICE: THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

Date

Issued by:

Local registrar

Address of court office
330 University Avenue
Toronto, Ontario
M5G 1R7

TO: 2156775 ONTARIO INC. d.b.a. D'ANGELO BRANDS
4544 Eastgate Parkway
Mississauga, Ontario
L4W 3W6

CLAIM

1. The Plaintiff, **LINDE CANADA INC.**, claims from the Defendant, **2156775 ONTARIO INC. d.b.a. D'ANGELO BRANDS**:
 - a. The sum of \$48,997.33 as the principle amount due and owing;
 - b. Pre-judgment interest accruing at the contractual rate of 1.5% per month, being 18% per annum, as of February 23, 2020, or in the alternative in accordance with the *Interest Act*, R.S.C., 1985, c. I-15;
 - c. Post-judgment interest accruing at the contractual rate of 1.5% per month, being 18% per annum or in the alternative in accordance with the *Interest Act*, R.S.C., 1985, c. I-15;
 - d. Costs of this action on a solicitor and client basis; and
 - e. Such further and other relief as this Honourable Court may seem just.

The Parties

2. The Plaintiff is a corporation incorporated under the laws of Nova Scotia and is an extra-provincial registered company having its principal place of business at 1 City Centre Drive, 1200, Mississauga, Ontario, and carries on business including but not limited to supplying and delivering industrial gases.
3. The Defendant is a company incorporated under the laws of Ontario having a registered address at 4544 Eastgate Parkway, Mississauga, Ontario, L4W 3W6 and carries on a business manufacturing and providing food products to food retailers.

The Facts

4. On or around December 31, 2019 and continuing until around July 30, 2020 (the “**Invoice Period**”), Praxair Canada Inc. (“**Praxair**”) sold goods to the Defendant and issued invoices for the price of said goods.
5. During the Invoice Period, Praxair issued several invoices to the Defendant, representing invoiced amounts and finance charges on past due invoices (collectively referred to as the “**Invoices**”).
6. Among the Invoices that were issued to the Defendant, the earliest became due on February 22, 2020, and all together the Invoices total \$48,997.33 (the “**Outstanding balance**”).
7. Pursuant to the Invoices, past due invoices are subject to a finance charge of 1.5% per month (18% per annum).
8. On or around March 1st 2021, Praxair amended its corporate name to Linde Canada Inc. therefore making the Outstanding balance due and owing to Linde Canada Inc.
9. On or around April 26, 2021, the Plaintiff sent a letter of demand to the Defendant for the Outstanding balance.
10. Since then, the Defendant has refused or neglected to remit payments to the Plaintiff.

11. The Defendant has enriched itself unjustly to the detriment of the Plaintiff.
12. The Plaintiff therefore claims \$48,997.33 from the Defendant as the total sum due and owing with respect to the Invoices.
13. The Plaintiff further claims pre-judgment interest accruing at the contractual rate of 1.5% per month (18% per annum) as of February 23, 2020 and post-judgment interest accruing at the contractual rate of 1.5% per month (18% per annum).
14. The Plaintiff proposes this action to be tried in Toronto.

Date: February 16, 2022

CHARNESS, CHARNESS & CHARNESS LLP
614 Saint Jacques Street, Suite 500
Montreal, Quebec, H3C 1E2

Phone: (514) 878-1808
Fax: (514) 871-1149
Email: jordan@charnesslaw.com
Jordan Warren Charness
LSO #83187D
Lawyer for the Plaintiff

LINDE CANADA INC.
Plaintiff

-v.-

2156775 ONTARIO INC. d.b.a.
D'ANGELO BRANDS
Defendant

Court File No.

ONTARIO

SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT TORONTO

STATEMENT OF CLAIM

CHARNESS, CHARNESS, & CHARNESS LLP
614 Saint Jacques Street, Suite 500
Montreal, Quebec, H3C 1E2

Phone: (514) 878-1808

Fax: (514) 871-1149

Email: jordan@charnesslaw.com

Jordan Warren Charness

LSO# 83187D

Lawyer for the Plaintiff

**THIS IS EXHIBIT "J" REFERRED
TO IN THE AFFIDAVIT OF
Elaine Gilliland
SWORN BEFORE ME,
THIS 8th DAY OF December 2022**

A handwritten signature in black ink, appearing to read "John B. ...", is centered below the text.

A Commissioner for Taking Affidavits, etc.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

2156776 ONTARIO INC. cob as D'ANGELO BRANDS

Plaintiff

- and -

THE REGIONAL MUNICIPALITY OF PEEL

Defendant

STATEMENT OF CLAIM
(Notice of Action issued August 19, 2020)

1. The Plaintiff claims as against the Defendant:
 - (a) Damages in the amount of \$3,000,000.00 for breach of contract, negligence, bad faith and breach of the Defendant's statutory duty arising out of the supply of water and the discharge of waste water from the Plaintiff's business premises located at 4500 Eastgate Parkway, in the City of Mississauga and arising out of the Defendant's breach of contract, negligence, bad faith and breach of statutory duty arising out of a Sewage Discharge Agreement dated January 1, 2019 entered into between the Plaintiff and the Defendant;
 - (b) Full disclosure and an accounting by the Defendant of all measurements, testing conducted by employees of the Defendant or by independent laboratories with respect to the quantity of waste water discharged into the Defendant's sewage system;

- (c) Full disclosure and an accounting of all tests, measurements and reports of the Defendant's employees and independent laboratories with respect to the measurement of BODs from the Plaintiff's premises from November 1, 2019 to present and to the date of trial and with respect to the aforementioned measurements and reports, that credit be given to the Plaintiff for the amounts paid and interest thereon;
- (d) An interlocutory and permanent injunction restraining the Defendant, its employees, agents and all persons provided with a copy of the Order of this court from disconnecting the water supply to the premises at 4500 Eastgate Parkway, Mississauga, Ontario;
- (e) Prejudgment interest pursuant to the Courts of Justice Act;
- (f) Costs of these proceedings on a full or substantial indemnity basis;
- (g) Such further and other relief as to this Honourable Court deems just.

2. The Plaintiff corporation is a manufacturer, co-packer and distributor of beverages. Its plant is located at 4500 Eastgate Parkway, Mississauga, Ontario. The Plaintiff has operated its business at this location for over 15 years.

3. The Defendant is a municipal corporation incorporated under the laws of the Province of Ontario and is responsible for the delivery of services and infrastructure related to water delivery and waste water treatment. The Defendant provides water and waste water services to the Plaintiff.

4. The provision of waste water services is governed by By-law 53-2010.

5. The Defendant entered into a number of Sewage Discharge Agreements with the Plaintiff. Pursuant to these Agreements, the Plaintiff can discharge waste water that is over the limits as set forth in the aforementioned By-law and pay the region to treat the high strength waste water. This is referred to as a surcharge.

6. Paragraphs 2 and 3 of the Sewage Discharge Agreement states:

2. Subject to paragraph 3, the discharge into or in any sanitary sewer, land drainage works, private branch drains or connections to any sanitary sewer of matter by the Company from the said premises containing B.O.D., S.E.M., T.S.S., or P in excess of the By-law limits shall be permitted in accordance with Section 6 of the By-law, and the Company hereby covenants and agrees to pay to The Regional Municipality of Peel a surcharge calculated as follows and payable on a monthly basis.

3. Despite paragraph 2, the Company shall not discharge or deposit or cause or permit the discharge or deposit of matter of a kind, in such quantity or of such concentration listed below:

B.O.D.	-	3,500mg/L
T.S.S.	-	1,000mg/L
P	-	100mg/L

7. In determining the quality of sewage for the purposes of this agreement, the volume of any stormwater or any water which is required to be deducted for the purposes of the By-law shall be deducted and Standard Methods as defined in the By-law shall be used.

7. The Defendant bills the Plaintiff monthly for charges related to water/waste water/storm water services under account number 58541100 (585 billings) and bills for surcharges separately also on a monthly basis under account number 2156ONT00 (215 billings).

8. The 585 water bills are broken down into components for water consumption (based on the inflow meter), wastewater and storm water. The 215 billings are for sewer surcharge. The sewer surcharge is claimed by the Region pursuant to its by-law no. 53-2010 which was passed, in part, to regulate the discharge into the Region's sewage works of prohibited materials over and above certain limits. One of the materials is Biochemical Oxygen Demand (BOD's) having a prescribed limit of 300 mg per litre. In the Plaintiff's manufacture of beverages it uses sugar, some of which is dissolved in the wastewater and which is a BOD.

9. The Plaintiff pleads that the Defendant has incorrectly and improperly billed the Plaintiff with unwarranted and excessive amounts of money for the sewer discharge volumes (585 billings). The Region's calculations are incorrect. The Plaintiff further pleads that the surcharge billings (215 billings) are also improper and incorrect and are excessive and unwarranted.

10. The Plaintiff further pleads that the samples that were taken by the Defendant's employees or representatives were taken in an improper and negligent manner and not in accordance with Standard Methods as defined in paragraph 7 of the Surcharge Agreement. The Plaintiff further pleads that the BOD readings on the enforcement reports from November 2019 to the present were calculated in an improper and negligent manner by the Defendant's employees and further, the Plaintiff pleads that the inspectors who took samples were inexperienced and did not carry out their mandate in accordance with the proper Standard Methods. Further, the review by the Defendant's employees on each of the enforcement reports were done improperly and negligently and the BOD numbers inserted in the reports were done in an improper and negligent manner without due care and attention. The Plaintiff further pleads that the improper Bod calculations in the reports were drawn to the Defendant's attention, the

Defendant acting in bad faith refused to re-visit or correct the reports or to provide the backup primary material to justify their calculations.

11. The Plaintiff issued a Notice of Application in the Superior Court dated July 31, 2019. The Plaintiff was the Applicant, the City of Mississauga and the Regional Municipality of Peel were the Respondents.

12. In that application, the Plaintiff alleged that the Region repeatedly invoiced the Plaintiff for waste water discharge in amounts that were grossly excessive and with respect to the surcharge billings, that these charges were excessive and inaccurate.

13. The Region resolved their differences by way of Minutes of Settlement dated December 5, 2019 without any admission of liability by adjusting the Plaintiff's billings by \$695,295.00 as a credit towards the two aforementioned accounts and the Plaintiff released the Region of all claims up to November 22, 2019.

SURCHARGE INVOICES

14. Commencing January 8, 2020, the Region commenced issuing surcharge invoices. The initial invoice was dated January 8, 2020 in an amount of \$157,461.06.

15. Thereafter, further invoices were issued on a periodic or monthly basis with incorrect figures from BODs and for incorrect and excessive amounts

16. The Region took samples on a monthly basis and issued a Pollution Control Waste Water By-law Enforcement Report which in part contained the Region's reading of B.O.D.s.

17. The Plaintiff maintains its own internal laboratory and tests for B.O.D.s, phosphorous and PH twice a day.

18. The Plaintiff retained Gelda Scientific and Industrial Development Corporation, an independent laboratory to conduct and provide independent laboratory analysis reports.

19. The Plaintiff's internal laboratory reports and the reports from Gelda Scientific were provided to the Defendant.

20. The Plaintiff states that the Region has over charged the Plaintiff in excess of \$300,000.00 on invoices commencing January 8, 2020 (for the report and BOD reading of November 12, 2019 up to and including the report of July 2020.

21. Annexed hereto as Schedule "A" to this Statement of Claim are the cost calculations based on an average third party Gelda Scientific BOD results in comparison to the Sample BOD taken by the Region of Peel. The over charge amounts to \$326,800.00 from November 2019 to July 2020.

22. Annexed hereto as Schedule "B" to this Statement of Claim are similar calculations utilizing based on average BOD third party Gelda Scientific and the internal plant laboratory readings in comparison to the BOD readings taken by the Region of Peel. Those excess charges between November 2019 and July 2020 total \$364,246.00.

23. In January of 2020, the Plaintiff received the discharge invoice for the month of November 2019 in the amount of \$157,461.06. Management wrote to the Defendant by email dated January 29, 2020 that the surcharge of \$157,464.06 was absolutely not fair and "will put the company into tribulation".

24. The Plaintiff complained until mid March 2020 of this BOD reading and the subsequent BOD readings including February 2020 of 4900 mg/L.

25. By email dated February 6, 2020 to the Plaintiff, the Region stated, "Right now the November result will stand as I did express to Frank some concerns."

26. On March 11, 2020, the Region agreed to come to the plant to take a variety of samples from different areas of the plant to test BODs. Representatives of the Plaintiff collected the identical samples which were collected every twenty minutes starting at 11:00 a.m. to 13:30 p.m. for a total of ten samples. The Plaintiff attached the Gelda Scientific results for the Plaintiff's samples collected at the same time as the Region. The Plaintiff never received any feed back from the Region regarding the test results of the samples being collected. The test results from Gelda Scientific and the internal lab reports of the Plaintiff showed very low BOD numbers.

27. In March 2019, the Region sent the BOD test results as 11,000 mg/L. The Plaintiff questioned and complained that the results were not correct and the reading was very high. The Region attended and carried out a re-sampling. The Region then revised the results and charges and sent a enforcement report dated March 26, 2019 with the notation "PH violation of by-law. Please investigate and correct". Thereafter the Region reduced their charges. The Region did not send the Plaintiff the revised results.

WATER DISCHARGE INVOICES

28. The Plaintiff states that the water discharge invoices commencing November 2019 are excessive. To date, the Plaintiff estimates that the excessive charges from November 2019 as of August 2020 are approximately \$70,000.00.

29. Commencing November 2019, the Region billed 100% of the water consumed as a discharge fee notwithstanding that 29% to 30% of the water is consumed in the Plaintiff's manufacturing process. In the subsequent year, it requires an expert's report and an appeal by the Plaintiff for a reduction. This is unwarranted and unfair and exhibits bad faith on the part of the Defendant.

NOTICES OF WATER DISCONNECTIONS

30. The Region has served three Notices of Water Disconnections. One resulting in a water disconnect between April 27, 2020 and a reinstatement on May 1, 2020 and a second on August 19, 2020 to August 22, 2020. On both occasions, the plant was closed and production was cancelled.

31. In the closure in April of 2020, the Defendant claimed that the overdue amounts were approximately \$435,000.00. The Plaintiff pleads that this amount is excessive, unwarranted, exaggerated and made in bad faith. The Plaintiff had no choice but to pay the amount that was being claimed and the water was reconnected.

32. In August of 2020, the Defendant claimed overdue amounts of \$152,667.61. The water was turned off and the plant closed. The Plaintiff brought proceedings in this court before the Honourable Justice Emery who dismissed the motion for injunctive relief. The Plaintiff immediately raised the money, paid the amount that was owing and the water was reconnected. The amount being claimed of \$152,667.61 was excessive, overstated and made in bad faith. In both instances, in April and in August, the disconnect was made arbitrarily and in bad faith.

33. The Defendant has now served a further Notice of Water Disconnection dated September 9, 2020 for a past due amount of \$113,908.03. The disconnection date is September 23, 2020. The Plaintiff has paid under protest the sum of \$71,000.00 and it intends to pay the balance before the disconnection date of September 23, 2020.

34. The Plaintiff states that the damages suffered as a direct consequence of the Defendant's overbillings and water disconnect are as follows:

(a)	The overcharges for the surcharge based on Schedule 1	\$326,800.00
(b)	The overcharges on the failure to give credit for consumption of 29% and the billing of wastewater discharge at 100%	\$100,000.00
(c)	The Plaintiff is a co-packer. It packages and bottles beverages for national brands. The revenue that it lost is profit. Between April 27, 2020 and May 1, 2020, the loss of revenue is	\$650,000.00
(d)	The loss of revenue and profit in August of 2020	\$512,000.00

35. The Plaintiff will be met with additional unwarranted and overstated surcharges and additional wastewater charges which it estimates to be \$500,000.00.

36. The Plaintiff cannot sustain a further closure of the plant. At the same time, the Defendant unjustifiably refuses to provide full disclosure of all tests, analysis done and all back up material to the reports issued unless ordered otherwise by this court. The Plaintiff will suffer serious irreparable harm from a plant closure and employees will be put out of work.

37. The Plaintiff proposes the action be tried in Brampton.

DATED: September 17, 2020

KLUG LAW
Barristers and Solicitors
100 Allstate Parkway
Suite 800
Markham, Ontario L3R 6H3

Leo Klug
Law Society no. 12452U
leoklug@kluglaw.ca
Telephone: (905) 947-8771
Facsimile: (905) 947-0529

Lawyer for the Plaintiff

SCHEDULE "A"

Cost calculation based on average third party Gelda Scientific BOD
Versus City Sample BOD taken by Region of Peel (chart 5 of 7)

Date	Gelda & Internal LAB BODS test	Region of Peel BODS test	Outgoing Wastewater to City m3 (71% shrinkage Factor)	\$ Region Surcharge for BODS	\$ Surcharge Should be paid for BODS	\$ Region over charged
November-19	537 mg/L	6000 mg/L	3537	\$157,461.06	\$1,006.00	(\$156,455.06)
December-19	819 mg/L	1500 mg/L	2390	\$20,952.66	\$1,488.00	(\$19,464.66)
January-20	1070 mg/L	1100 mg/L	14639	\$14,937.35	\$13,845.00	(\$1,092.35)
February-20	1855 mg/L	4900 mg/L	19689	\$113,030.19	\$37,532.00	(\$75,498.19)
March-20	738 mg/L	1000 mg/L	16144	\$14,350.51	\$8,674.00	(\$5,676.51)
April-20	1738 mg/L	3300 mg/L	18403	\$69,015.13	\$32,439.00	(\$36,576.13)
May-20	1022 mg/L	890 mg/L	17323	\$13,091.13	\$15,363.00	\$2,271.87
June-20	1550 mg/L	2500 mg/L	17419	\$41,801.40	\$26,730.00	(\$15,071.40)
July-20	1580 mg/L	2400 mg/L	18797	\$48,775.13	\$29,537.00	(\$19,238.13)
					Total Region Overcharged	(\$326,800.56)

SCHEDULE "B"

Cost calculation based on average BOD third party Gelda Scientific & Plant Lab Versus City Sample BOD taken by Region of Peel (chart 6 of 7)

Date	Gelda & Internal LAB BODS test	Region of Peel BODS test	Outgoing Wastewater to City m3 (71% shrinkage Factor)	\$ Region Surcharge for BODS	\$ Surcharge Should be paid for BODS	\$ Region over charged
November-19	562 mg/L	6000 mg/L	3537	\$157,461.06	\$1,108.00	(\$156,353.06)
December-19	743 mg/L	1500 mg/L	2390	\$20,952.66	\$1,273.00	(\$19,679.66)
January-20	927 mg/L	1100 mg/L	14639	\$14,937.35	\$11,259.00	(\$3,678.35)
February-20	1365 mg/L	4900 mg/L	19689	\$113,030.19	\$25,722.00	(\$87,308.19)
March-20	712 mg/L	1000 mg/L	16144	\$14,350.51	\$8,139.00	(\$6,211.51)
April-20	1375 mg/L	3300 mg/L	18403	\$69,015.13	\$24,245.00	(\$44,770.13)
May-20	902 mg/L	890 mg/L	17323	\$13,091.13	\$12,813.00	(\$278.13)
June-20	1287 mg/L	2500 mg/L	17419	\$41,801.40	\$21,090.00	(\$20,711.40)
July-20	1321 mg/L	2400 mg/L	18797	\$48,775.13	\$23,519.00	(\$25,256.13)
					Total Region Overcharged	(\$364,246.56)

2156776 ONTARIO INC. cob as D'ANGELO BRANDS - and - THE REGIONAL MUNICIPALITY OF PEEL

SUPERIOR COURT OF JUSTICE
Proceedings commenced at **Brampton**

STATEMENT OF CLAIM

KLUG LAW
Barristers & Solicitors
100 Allstate Parkway
Suite 800
Markham, ON L3R 6H3

Leo Klug
Law Society No. 12452U
leoklug@kluglaw.ca
Telephone: (905) 947-8771
Facsimile: (905) 947-0529

Lawyers for the Plaintiff



Court File No.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Electronically issued : 28-Sep-2021
Délivré par voie électronique : 28-Sep-2021
Brampton

2156775 ONTARIO INC. cob as D'ANGELO BRANDS

Plaintiff

- and -

THE REGIONAL MUNICIPALITY OF PEEL,
NANDO IANNICCA, ELAINE GILLILAND, STEVEN FANTIN, BILL FORD
and KHAWER RAUF

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANTS:

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a Statement of Defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the plaintiff's lawyer or, where the plaintiff does not have a lawyer, serve it on the plaintiff, and file it, with proof of service in the court office, **WITHIN TWENTY DAYS** after this Statement of Claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your Statement of Defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a Statement of Defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days within which to serve and file your Statement of Defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER

NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

IF YOU PAY THE PLAINTIFF'S CLAIM, and \$5,000.00 for costs, within the time for serving and filing your Statement of Defence, you may move to have this proceeding dismissed by the court. If you believe the amount claimed for costs is excessive, you may pay the Plaintiff's claim and \$3,500.00 for costs and have the costs assessed by the court.

TAKE NOTICE THIS ACTION WILL AUTOMATICALLY BE DISMISSED if it has not been set down for trial or terminated by any means within five years after the action was commenced unless otherwise ordered by the court.

DATE: September 28, 2021

ISSUED BY: _____

Local Registrar
7755 Hurontario Street
Brampton, Ontario
L6W 4T6

TO: THE REGIONAL MUNICIPALITY OF PEEL
NANDO IANNICCA
ELAINE GILLILAND
STEVEN FANTIN
BILL FORD
KHAWER RAUF
c/o Ms. Jennifer Bruce
The Regional Municipality of Peel
10 Peel Centre Drive
Brampton, Ontario L6T 4B9

C L A I M

1. The Plaintiff claims

As against the Defendant, Peel:

- (a) Damages in the amount of \$20,000,000.00 for breach of contract, negligence, bad faith, dishonest conduct and breach of the Defendant, Peel's statutory duty arising out of the supply of water and the discharge of waste water from the Plaintiff's business premises located at 4500 Eastgate Parkway, in the City of Mississauga and arising out of the Defendant, Peel's breach of contract, negligence, bad faith, dishonest conduct and breach of statutory duty arising out of a Sewage Discharge Agreement dated January 1, 2019 entered into between the Plaintiff and the Defendant, Peel;
- (b) A return or repayment to the Plaintiff of the sum of \$2,000,000.00 overcharged by the Defendant, Peel between 2014 and 2021 together with interest thereon at the rate of 1¼% per month and such other sums as may be discovered by the Plaintiff after its audit is completed;
- (c) Full disclosure and an accounting by the Defendant, Peel of all invoices and billings issued and sent by the Region of Peel between 2014 and 2021;
- (d) Full disclosure and an accounting by the Defendant, Peel of all measurements, testing conducted by employees of the Defendant, Peel or by independent laboratories with respect to the quantity of waste water discharged into the Defendant, Peel's sewage system;

- (e) Full disclosure and an accounting of all tests, measurements and reports of the Defendant, Peel's employees and independent laboratories with respect to the measurement of BODs from the Plaintiff's premises from November 1, 2019 to present and to the date of trial and with respect to the aforementioned measurements and reports, that credit be given to the Plaintiff for the amounts paid and interest thereon;
- (f) An order and judgment directing the Commissioner of Public Works for the Region of Peel to conduct an investigation into the billing practices of the Region of Peel and for an order and judgment that the Commissioner authorize a clearly warranted reasonable settlement pursuant to By-law number 53-2010, section 18(6) of the Region of Peel;
- (g) An interlocutory and permanent injunction restraining the Defendant, Peel its employees, agents and all persons provided with a copy of the Order of this court from disconnecting the water supply to the premises at 4500 Eastgate Parkway, Mississauga, Ontario;

The Plaintiff Claims as against the Defendants, Elaine Gilliland, Steven Fantin, Bill Ford and Khawer Rauf:

- (h) Damages in the amount of \$20,000,000.00 for negligence, bad faith, dishonest conduct and breach of their statutory duty arising out of the supply of water and discharge of waste water from the Plaintiff's business premises located at 4500 Eastgate Parkway, in the City of Mississauga and arising out of the Defendants' negligence, bad faith, dishonest conduct and breach of

statutory duty arising out of a Sewage Discharge Agreement dated January 1, 2019 entered into between the Plaintiff and the Defendant, Peel;

The Plaintiff claims as against the Defendant, Nando Iannicca:

- (i) Damages in the amount of \$20,000,000.00 arising out of his abuse of office and malicious conduct on April 24, 2020;

The Plaintiff claims as against all Defendants:

- (j) Exemplary, punitive and aggravated damages in the amount of \$5,000,000.00;
- (k) Prejudgment interest pursuant to the Courts of Justice Act;
- (l) Costs of these proceedings on a full or substantial indemnity basis
- (m) Such further and other relief as to this Honourable Court deems just.

2. The Plaintiff corporation is a manufacturer, co-packer and distributor of beverages. Its plant is located at 4500 Eastgate Parkway, Mississauga, Ontario. The Plaintiff has operated its business at this location for over 15 years.

3. The Defendant, Peel is a municipal corporation incorporated under the laws of the Province of Ontario and is responsible for the delivery of services and infrastructure related to water delivery and waste water treatment. The Defendant, Peel provides water and waste water services to the Plaintiff.

4. The Defendant, Elaine Gilliland is the Director of Waste Water in the Public Works Department of the Regional Municipality of Peel.

5. The Defendant, Steven Fantin is the Director of Operations Support in the Public Works Department of the Regional Municipality of Peel.

6. The Defendant, Bill Ford is an Inspector in the Public Works Department of the Regional Municipality of Peel.

7. The Defendant, Khawer Rauf is the Manager of Billings for the Region of Peel. He has been the Manager since 2016 and prior thereto was the Supervisor Analytical Support for the Region. As the Manager of Billings he was responsible and managed internal and external employees and personnel for the timely and accurate billing services from the Region of Peel which included the billings and invoices sent by the Region to the Plaintiff. As a Supervisor of Analytical Support, he performed a significant role in the billing systems, implementation by the Region, which included the billings and invoices issued to the Plaintiff.

8. The Defendant, Nando Iannicca is the Regional Chair and the Chief Executive Officer of the Regional Municipality of Peel.

9. The Regional Municipality of Peel enacted By-law Number 53-2010. This is a by-law to regulate the discharge of matter into the sanitary and storm sewage systems of the Regional Municipality of Peel and making provision for the establishment of sewer rates and charges on persons for such services or activities, pursuant to the Municipal Act, 2001, S.O. 2001, c. 25. Part 18(6) states:

Where a Customer disputes an invoice, and there is evidence of an error in billing, incorrect meter reading or faulty meter operation, the Commissioner may authorize a clearly warranted reasonable settlement of the account provided the settlement is

thoroughly documented and remains available for audit and reference purposes.

10. The Defendant, Peel entered into a number of Sewage Discharge Agreements with the Plaintiff. Pursuant to these Agreements, the Plaintiff can discharge waste water that is over the limits as set forth in the aforementioned By-law and pay the region to treat the high strength waste water. This is referred to as a surcharge.

11. Paragraphs 2 and 3 of the Sewage Discharge Agreement states:

2. Subject to paragraph 3, the discharge into or in any sanitary sewer, land drainage works, private branch drains or connections to any sanitary sewer of matter by the Company from the said premises containing B.O.D., S.E.M., T.S.S., or P in excess of the By-law limits shall be permitted in accordance with Section 6 of the By-law, and the Company hereby covenants and agrees to pay to The Regional Municipality of Peel a surcharge calculated as follows and payable on a monthly basis.

3. Despite paragraph 2, the Company shall not discharge or deposit or cause or permit the discharge or deposit of matter of a kind, in such quantity or of such concentration listed below:

B.O.D.	-	3,500mg/L
T.S.S.	-	1,000mg/L
P	-	100mg/L

7. In determining the quality of sewage for the purposes of this agreement, the volume of any stormwater or any water which is required to be deducted for the purposes of the By-law shall be deducted and Standard Methods as defined in the By-law shall be used.

12. The Defendant, Peel bills the Plaintiff monthly for charges related to water/waste water/storm water services under account number 58541100 (585 billings) and bills for

surcharges separately also on a monthly basis under account number 2156ONT00 (215 billings).

13. The 585 water bills are broken down into components for water consumption (based on the inflow meter), wastewater and storm water. The 215 billings are for sewer surcharge. The sewer surcharge is claimed by the Region pursuant to its by-law no. 53-2010 which was passed, in part, to regulate the discharge into the Region's sewage works of prohibited materials over and above certain limits. One of the materials is Biochemical Oxygen Demand (BOD's) having a prescribed limit of 300 mg per litre. In the Plaintiff's manufacture of beverages it uses sugar, some of which is dissolved in the wastewater and which is a BOD.

14. Part 1 - Definitions (e) provides as follows:

“Biochemical Oxygen Demand” means the five-day biochemical oxygen demand which is the determination of the molecular oxygen utilized during a five-day incubation period for the biochemical degradation of organic material (carbonaceous demand), including the oxygen used to oxidize inorganic material such as sulphides and ferrous iron, and where an inhibiting chemical has been added to prevent ammonia oxidation, determined in accordance with standard Methods;

15. The Plaintiff pleads that the Defendant, Peel has incorrectly and improperly billed the Plaintiff with unwarranted and excessive amounts of money for the sewer discharge volumes (585 billings) since 2014. The Region's calculations are incorrect. The Plaintiff further pleads that the surcharge billings (215 billings) since 2014 are also improper and incorrect and are excessive and unwarranted.

16. The Plaintiff further pleads that the samples that were taken by the Defendant, Peel's employees or representatives were taken in an improper and negligent manner and not in accordance with Standard Methods as defined in paragraph 7 of the Surcharge Agreement. The Plaintiff further pleads that the BOD readings on the enforcement reports from November 2019 until October 2020 were calculated in an improper and negligent manner by the Defendant, Peel's employees and further, the Plaintiff pleads that the inspectors who took samples were inexperienced and did not carry out their mandate in accordance with the proper Standard Methods. Further, the review by the Defendant, Peel's employees on each of the enforcement reports were done improperly and negligently and the BOD numbers inserted in the reports were done in an improper and negligent manner without due care and attention. The Plaintiff further pleads that the improper Bod calculations in the reports were drawn to the Defendant, Peel's attention, the Defendant, Peel acting in bad faith refused to re-visit or correct the reports or to provide the backup primary material to justify their calculations. Commencing November 2020, the Region and its employees have produced corrected and appropriate BOD readings which are substantially similar to the readings taken and produced by the Plaintiff, which has resulted in reasonable and predictable surcharges.

17. The Plaintiff issued a Notice of Application in the Superior Court dated July 31, 2019. The Plaintiff was the Applicant, the City of Mississauga and the Regional Municipality of Peel were the Respondents.

18. In that application, the Plaintiff alleged that the Defendant, Peel repeatedly invoiced the Plaintiff for waste water discharge in amounts that were grossly excessive

and with respect to the surcharge billings, that these charges were excessive and inaccurate.

19. The Defendant, Peel resolved their differences by way of Minutes of Settlement dated December 5, 2019 without any admission of liability by adjusting the Plaintiff's billings by \$695,295.00 as a credit towards the two aforementioned accounts and the Plaintiff released the Region of all claims up to November 22, 2019.

SURCHARGE INVOICES

20. After the Region entered into Minutes of Settlement, it immediately commenced taking samples which resulted in excessive and incorrect BOD readings. These readings are set out in Schedule "A" and Schedule "B" to this Statement of Claim and are compared to the internal lab and Gelda Scientific (an independent laboratory) BOD readings of the Plaintiff. The first Region surcharge was in the amount of \$157,461.06. This invoice arose out of a surcharge from the BOD sample that was taken negligently and improperly by inexperienced employees with the knowledge of and at the direction of Elaine Gilliland, Steven Fantin and Bill Ford.

21. Thereafter, further invoices were issued on a periodic or monthly basis with incorrect figures from BODs and for incorrect and excessive amounts. The invoices herein referred to were compiled and issued and sent out under the direction and supervision of the Defendant, Khawer Rauf.

22. The Region took samples on a monthly basis and issued a Pollution Control Waste Water By-law Enforcement Report which in part contained the Region's reading of B.O.D.s.

23. The Plaintiff maintains its own internal laboratory and tests for B.O.D.s, phosphorous and PH twice a day.

24. The Plaintiff retained Gelda Scientific and Industrial Development Corporation, an independent laboratory to conduct and provide independent laboratory analysis reports.

25. The Plaintiff's internal laboratory reports and the reports from Gelda Scientific were provided to the Defendant, Peel.

26. The Plaintiff states that the Defendant, Peel has over charged the Plaintiff in excess of \$500,000.00 on invoices commencing January 8, 2020 (for the report and BOD reading of November 12, 2019 up to and including the report of October 2020).

27. Annexed hereto as Schedule "A" to this Statement of Claim are the cost calculations based on an average third party Gelda Scientific BOD results in comparison to the Sample BOD taken by the Defendant, Peel. The over charge amounts to \$529,000.00 from November 2019 to February 2021.

28. Annexed hereto as Schedule "B" to this Statement of Claim are similar calculations based on average BOD third party Gelda Scientific and the internal plant laboratory readings in comparison to the BOD readings taken by the Defendant, Peel. Those excess charges between November 2019 and February 2021 total \$565,000.00.

29. In January of 2020, the Plaintiff received the discharge invoice for the month of November 2019 in the amount of \$157,461.06. Management wrote to the Defendants by email dated January 29, 2020 that the surcharge of \$157,464.06 was absolutely not fair and “will put the company into tribulation”.

30. The Plaintiff complained until mid March 2020 of this BOD reading and the subsequent BOD readings including February 2020 of 4900 mg/L.

31. By email dated February 6, 2020, Elaine Gilliland, the Director of Wastewater wrote to the Plaintiff, “Right now the November result will stand as I did express to Frank some concerns.”

32. The Region sent a Notice of Water Disconnection dated March 11, 2020 signed by the Defendant, Steven Fantin, the Director-Operations Support Public Works. The disconnection date was March 25, 2020 and the amount claimed was \$363,505.07. Representatives of the Plaintiff strenuously objected. On March 11, 2020, the Defendant, Peel agreed to come to the plant to take a variety of samples from different areas of the plant to test BODs. Representatives of the Plaintiff collected the identical samples which were collected every twenty minutes starting at 11:00 a.m. to 13:30 p.m. for a total of ten samples. The Plaintiff attached the Gelda Scientific results for the Plaintiff’s samples collected at the same time as the Defendant, Peel. The Plaintiff never received any feed back from the Defendant, Peel regarding the test results of the samples being collected. The test results from Gelda Scientific and the internal lab reports of the Plaintiff showed very low BOD numbers.

33. In March 2019 (a year prior), the Defendant, Peel sent the BOD test results as 11,000 mg/L. The Plaintiff questioned and complained that the results were not correct and the reading was very high. The Defendant, Peel attended and carried out a re-sampling. The Defendant, Peel then revised the results and charges and sent a enforcement report dated March 26, 2019 with the notation “PH violation of by-law. Please investigate and correct”. Thereafter the Defendant, Peel reduced their charges. The Defendant, Peel did not send the Plaintiff the revised results.

WATER DISCHARGE INVOICES

34. The Plaintiff states that the water discharge invoices commencing November 2019 are excessive. To date, the Plaintiff estimates that the excessive charges from November 2019 as of August 2020 are approximately \$70,000.00.

35. Commencing November 2019, the Defendant, Peel billed 100% of the water consumed as a discharge fee notwithstanding that 29% to 30% of the water is consumed in the Plaintiff's manufacturing process. In the subsequent year, it requires an expert's report and an appeal by the Plaintiff for a reduction. This is unwarranted and unfair and exhibits bad faith on the part of the Defendant, Peel.

NOTICE OF WATER DISCONNECTION DATED APRIL 13, 2020

36. The Region issued a second Notice of Water Disconnection dated April 13, 2020 and signed by Steven Fantin with a disconnection date of April 27, 2020 and claiming an amount of \$435,064.53. The Plaintiff states that this amount was excessive, exorbitant and arose out of negligent sample taking and testing. The Notice of Disconnection was

issued with the knowledge of and direction of the Defendants, Elaine Gilliland, Steven Fantin, Bill Ford and Khawer Rauf.

37. The Plaintiff pleads that on the morning of Friday, April 24, 2020, Frank D'Angelo telephoned and left an extensive voicemail message for the Defendant, Nando Iannicca, the Chief Executive Officer of the Region of Peel. In that voicemail message Mr. D'Angelo detailed the overcharges that Peel had calculated and invoiced for the BOD surcharges and complained that the surcharges were false, incorrect and excessive. He asked Mr. Iannicca to exercise his reasonable discretion and postpone the water disconnection which was to take place on Monday, April 27, 2020. He explained that there were 200 employees employed with the Plaintiff and they would have to be laid off if there was a water disconnection. Mr. D'Angelo advised Mr. Iannicca that the Plaintiff was suffering financially in the midst of a pandemic in that certain customers were delaying their payments, but they were making payment. He asked for a short extension. Mr. Iannicca did not return the call.

38. Within two hours, the lawyer for the Defendant, Peel responded to Mr. Hemsworth, the lawyer for the Plaintiff as follows:

“Good Afternoon Greg,

I have your last two emails. I have also been advised that Mr. D'Angelo reached out to the Regional Clair this morning, and I have been asked to communicate with you in response.

As has been previously advised, the Region is abiding by the terms of the settlement agreement, that were endorsed by Regional Council. If your client is able to make payment of the remaining outstanding amounts today, please advise me of same and I will be able to communicate with the operations staff scheduled to effect the disconnection on Monday.”

39. The Plaintiff pleads that the reply from Mr. Iannicca through his lawyer was malicious and a flagrant abuse of his public office and as such, he is personally liable.

The Plaintiff pleads that Section 18(6) of By-law 53-2020 provides:

Where a Customer disputes an invoice, and there is evidence of an error in billing, incorrect meter reading or faulty meter operation, the Commissioner may authorize a clearly warranted reasonable settlement of the account provided the settlement is thoroughly documented and remains available for audit and reference purposes.

Mr. Iannicca had an obligation and duty to make enquiries from the Region employees and in particular, the other three Defendants to initiate an inquiry or investigation that were being made on the allegations of overcharging. He had an obligation to contact the Commissioner of Works and delay water disconnection as contemplated by Section 18(6) of the said By-law.

40. The Plaintiff complained on many occasions, both verbally and in writing of the excessive charges. The Plaintiff further pleads that the Defendants, Elaine Gilliland, Steven Fantin and Bill Ford were dishonest, acted in bad faith and were negligent and are personally liable in that:

- (a) each of these Defendants should have reviewed the results of the samples that were taken in light of the great variation of discrepancy commencing in November 2019 where there was an excessive charge for BODs in the amount of \$157,000.00 and in the following months;

(b) they should have caused an investigation or a re-sampling by experienced sample takers to ensure that the samples that were taken, which gave rise to excessive charges were accurate and correct, especially in light of the BOD results supplied by the Plaintiff;

(c) they had a duty to inspect and insure that the sampling equipment that was supplied was in proper operating condition and that the samples that were taken were taken by qualified employees. They further had a duty to ensure that there was a proper chain of custody between the time of sample taking and when the samples were submitted to the independent laboratory for testing;

(d) these Defendants continued to maintain the validity of the BOD readings and the surcharges when they knew or ought to have known that the BOD readings were inaccurate, incorrect and excessive and that the surcharges arising therefrom were similarly inaccurate, incorrect and excessive;

(e) These Defendants worked in concert with and directed the Defendant, Khawer Rauf to compile, issue and deliver invoices for excessive and incorrect amounts.

41. The Defendant, Khawer Rauf is the Billing Manager for the Region of Peel. He is responsible for the billing practices and invoices. Khawer Rauf was and is negligent in carrying out his duties. He has also acted in bad faith. The following are the particulars of negligence and bad faith:

- (a) he developed invoicing methods and procedures that allowed and permitted excess billings;
- (b) he worked in concert with the Defendants Fantin and Gilliland in producing and issuing invoices for excessive and incorrect amounts to the Plaintiff;
- (c) he permitted invoices to be sent to the Plaintiff when he knew or ought to have known that there were errors in the charges and in the backup material;
- (d) he neglected or refused to supervise employees under his supervision who were responsible for compiling and issuing invoices.

42. In August 2021, D'Angelo Brands discovered irregularities and errors in the billing practices and procedures and in the invoices sent by the Region of Peel. D'Angelo Brands advised the Region that it was undertaking an audit of the billing practices and invoices. D'Angelo Brands conducted an audit of the invoices from 2015 to the present and is continuing to carry out an audit for 2014. D'Angelo Brands discovered irregularities and excessive billings. Particulars were provided to the Region of Peel including the Defendant, Khawer Rauf. They are as follows:

Year	Excessive charges
2015	\$377,229.60
2016	\$377,316.05
2017	Approximately \$240,000.00
2018	\$344,302.71

2019	\$481,000.00
2020	\$83,368.00
TOTAL	\$1,903,216.36

43. D'Angelo Brands is continuing to conduct an audit for 2014 and other years and are discovering irregularities, overbillings and duplicate billings that were hidden from the Plaintiff by the Region of Peel. D'Angelo Brands will assert an additional claim for damages once these audits are completed. These irregularities, overbilling and duplicate billing are the responsibility of the Defendant, Khawer Rauf. They also are the responsibility of the Defendants, Fantin, Gilliland and Ford. The personal Defendants have worked in concert to create these irregular excessive billings. Such conduct deserves punitive and exemplary damages.

44. The Plaintiff has asked for disclosure and an accounting of these excess charges. The Plaintiff has further asked that they be given a credit or a refund. The Defendant, Peel has refused to respond to this request.

45. The Plaintiff, through its lawyer has invoked and requested an investigation any reasonable settlement pursuant to Section 18(6) of By-law number 53-2010 of the Region of Peel. The Defendant, Peel has refused or neglected to respond.

46. The Region has disconnected the water at the Plaintiff's facility as follows:

- From April 27, 2020 to May 1, 2020 (four days)

- From August 19, 2020 to August 22, 2020 (four days)

- From December 11, 2020 to December 31, 2020 (twenty days)

- From March 18, 2021 to March 27, 2021 (ten days)

- From April 14, 2021 to April 20, 2021 (six days)

- From August 4, 2021 to August 6, 2021 (two days)

- From September 21, 2021 to September 21, 2021 (three hours)

47. In August of 2020, the Defendant, Peel claimed overdue amounts of \$152,667.61. The water was turned off and the plant closed. The Plaintiff brought proceedings in this court before the Honourable Justice Emery who dismissed the motion for injunctive relief. The Plaintiff immediately raised the money, paid the amount that was owing and the water was reconnected. The amount being claimed of \$152,667.61 was excessive, overstated and made in bad faith. In both instances, in April and in August, the disconnect was made arbitrarily and in bad faith.

48. The Defendant, Peel served a further Notice of Water Disconnection dated September 9, 2020 for a past due amount of \$113,908.03. The disconnection date is September 23, 2020. The Plaintiff has paid under protest the sum of \$71,000.00 and it intends to pay the balance before the disconnection date of September 23, 2020.

49. The Region issued a further Notice of Water Disconnection dated November 17, 2020 with a disconnection date of December 1, 2020. The total amount being claimed as being past due was \$221,908.07. This amount was excessive and inaccurate. The Region issued a Notice of Water Disconnection dated March 4, 2021 with a disconnection date of

March 18, 2021, claiming an amount as being past due in default of Minutes of Settlement in the amount of \$65,421.76.

50. The Plaintiff requested short extensions to pay the sums being claimed in the aforementioned Notice of Disconnection. The Region refused to grant extensions and consequently the water was disconnected.

DAMAGES

51. The Plaintiff pleads that the BOD surcharges were excessive and they financially crippled the Plaintiff and it was forced to:

- (a) pay the excessive BOD charges, under protest, on the threat of water disconnection;
- (b) the Plaintiff was also forced to pay arrears of municipal taxes that were added to the tax roll arising out of the Minutes of Settlement made in November 2019;
- (c) pay bailiff fees in the amount of 5% and excessive rates of 1¼% per month. The Plaintiff has paid the sum of \$15,000.00 every two weeks to the bailiff. The City of Mississauga refused to take payment. The Plaintiff has been forced to pay the bailiff 5% of all amounts paid and interest charges that are excessive. The Plaintiff has asked for a reduction of the interest rates. The Defendant, Peel, through Mississauga has refused.

52. The Plaintiff states that the Region, pursuant to the Municipal Act, had the authority to apply the outstanding arrears and charges imposed to the tax roll of the property. A bailiff was hired to collect the total amount in excess of \$2,200,000.00. This bailiff added interest charges as a penalty of \$257,000.00 and bailiff's fees, including HST in the amount of \$135,000.00. The bailiff was hired in August of 2020 and immediately served notice on the landlord attorning rents. The Plaintiff was forced to pay all rental payments that would otherwise go to the landlord, to the bailiff, causing severe financial distress to the Plaintiff. To this date, the landlord has not terminated the lease. The aforementioned charges of interest and bailiff's fees are totally unwarranted and must be returned or refunded to the Plaintiff.

53. The Plaintiff further pleads that because of the financial strangulation caused by the Defendant, Peel, it can no longer bottle and package vegetable oil and pure apple juice. The Plaintiff has lost significant sales and profits, the particulars of which have been provided to the lawyer for the Defendant, Peel. The Plaintiff claims damages for loss of profits arising out of the loss of sales and profits in the amount of \$10,000,000.00.

54. The Plaintiff states that the following are partial damages suffered as a direct consequence of the Defendant's overbillings and water disconnect are as follows:

(a)	The overcharges for the surcharge based on Schedule 1	<u>\$500,000.00</u>
(b)	The overcharges on the failure to give credit for consumption of 29% and the billing of wastewater discharge at 100%	\$100,000.00

(c)	The Plaintiff is a co-packer. It packages and bottles beverages for national brands. The revenue that it lost is profit. Between April 27, 2020 and May 1, 2020, the loss of revenue is	\$650,000.00
(d)	The loss of revenue and profit in August of 2020	\$512,000.00
	TOTAL	\$1,762,000.00

55. As set forth in paragraph 46, the water was disconnected for a period of 38½ days between December 11, 2020 up to and including September 21, 2021. The Plaintiff has lost profits on a per diem basis of \$115,000.00 per day. The Plaintiff therefore claims additional damages in the amount of \$4,427,500.00.

56. The Plaintiff had a successful reputation and business in packaging and selling vegetable oil to retailers across Canada. Given the financial strangulation imposed by the Region, this business has been lost. The Plaintiff has provided particulars of losses which to date approximates \$3,000,000.00 in lost profits. The Plaintiff further pleads that it will continue to lose profits from the loss of sales of vegetable oil, which the Plaintiff estimates in the amount of \$5,000,000.00.

57. The Plaintiff's primary business started 30 years ago was the packaging and sales of pure apple juice and pure prune juice. This business has been destroyed by the financial strangulation of the Region. The Plaintiff has lost profits to date in the amount of \$1,000,000.00 and loss of prospective profits in the amount of \$5,000,000.00.

58. The Plaintiff has been carrying inventory for apple juice, such as labels, trays, bottles and for prune nectar juice. This inventory may be obsolete and had a value of

\$1,000,000.00. The Plaintiff therefore claims damages in this amount from the Region. The Plaintiff states that given the nature of the manufacturing and processing that it undertakes, it was necessary to undergo structural changes to the building. Given the financial strangulation of the Plaintiff by the Defendant, Peel, the landlord financed the structural changes in an amount in excess of \$1,000,000.00 in the fall of 2018.

59. The Plaintiff states that the Region is responsible for all acts of the bailiff. The Plaintiff further states that the Region is responsible for all acts of the Defendants, Elaine Gilliland, Steven Fantin and Bill Ford. The Plaintiff further states that the Region is responsible for all acts of the Defendant, Nando Iannicca.

60. The Plaintiff further states that all Defendants have carried out their actions with an intent and motive to harm the Plaintiff. Their actions have persisted over a significant period of time and they have been made aware of the serious repercussions to the Plaintiff arising out of their actions. The Plaintiff states that the actions of all Defendants are malicious, high-handed and deserve the censure of this court. In these circumstances where the Plaintiff is in the midst of an unprecedented COVID-19 pandemic, punitive, exemplary and aggravated damages should be awarded in the amount of \$5,000,000.00.

61. The Plaintiff cannot sustain a further closure of the plant. At the same time, the Defendant unjustifiably refuses to provide full disclosure of all tests, analysis done and all back up material to the reports issued unless ordered otherwise by this court. The Plaintiff will suffer serious irreparable harm from a plant closure and employees will be put out of work.

62. The Plaintiff has commenced proceedings against the Region of Peel in action number CV-20-00002978-0000 arising out of a Notice of Action and Statement of Claim issued from this court. The Plaintiff pleads that the previous action issued and the within action should be consolidated into one action, being the present action.

The Plaintiff proposes that this action be tried in Brampton, Ontario.

DATED: September 28, 2021

KLUG LAW

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Lawyer for the Plaintiff

Cost calculation based on average third party Gelda Scientific BOD Versus City Sample BOD taken by Region of Peel (chart 5 of 7)

Date	Gelda & Internal LAB BODS test	Region of Peel BODS test	Outgoing wastewater to City ms (71% shrinkage Factor)	\$ Region Surcharge for BODS	\$ Surcharge Should be paid for	\$ Region over charged
November-19	537 mg/L	6000 mg/L	3537	\$157,461.06	\$1,006.00	(\$156,455.06)
December-19	819 mg/L	1500 mg/L	2390	\$20,952.66	\$1,488.00	(\$19,464.66)
January-20	1070 mg/L	1100 mg/L	14639	\$14,937.35	\$13,845.00	(\$1,092.35)
February-20	1855 mg/L	4900 mg/L	19689	\$113,030.19	\$37,532.00	(\$75,498.19)
March-20	738 mg/L	1000 mg/L	16144	\$14,350.51	\$8,674.00	(\$5,676.51)
April-20	1738 mg/L	3300 mg/L	18403	\$69,015.13	\$32,439.00	(\$36,576.13)
May-20	1022 mg/L	890 mg/L	17323	\$13,091.13	\$15,363.00	\$2,271.87
June-20	1550 mg/L	2500 mg/L	17419	\$41,801.40	\$26,730.00	(\$15,071.40)
July-20	1580 mg/L	2400 mg/L	18797	\$48,775.13	\$29,537.00	(\$19,238.13)
August-20	836 mg/L	5100 mg/L	20280	\$119,722.86	\$14,224.00	(\$105,498.86)
September-20	735 mg/L	1200 mg/L	22742	\$25,451.29	\$8,139.00	(\$17,312.29)
October-20	1380 mg/L	3800 mg/L	21634	\$93,205.55	\$23,519.00	(\$69,686.55)
November-20	890 mg/L	240 mg/L	22145	\$0.00	\$0.00	\$0.00
December-20	871 mg/L	880 mg/L	22977	\$16,635.54	\$16,108.00	(\$527.54)
January-21	730 mg/L	810 mg/L	17843	\$14,366.00	\$8,674.00	(\$5,692.00)
February-21	725 mg/L	918 mg/L	19162	\$12,836.84	-\$8,426.00	(\$4,410.84)
				Total Region Overcharged		(\$529,100.00)

Cost calculation based on average BOD third party Gelda Scientific & Plant Lab Versus City Sample BOD taken by Region of Peel (chart 6 of 7)

Date	Gelda & Internal LAB BODS test	Region of Peel BODS test	Outgoing wastewater capacity (71% shrinkage factor)	\$ Region Surcharge for BODS	\$ Surcharge Should be paid for	\$ Region over charged
November-19	562 mg/L	6000 mg/L	3537	\$157,461.06	\$1,108.00	(\$156,353.06)
December-19	743 mg/L	1500 mg/L	2390	\$20,952.66	\$1,273.00	(\$19,679.66)
January-20	927 mg/L	1100 mg/L	14639	\$14,937.35	\$11,259.00	(\$3,678.35)
February-20	1365 mg/L	4900 mg/L	19689	\$113,030.19	\$25,722.00	(\$87,308.19)
March-20	712 mg/L	1000 mg/L	16144	\$14,350.51	\$8,139.00	(\$6,211.51)
April-20	1375 mg/L	3300 mg/L	18403	\$69,015.13	\$24,245.00	(\$44,770.13)
May-20	902 mg/L	890 mg/L	17323	\$13,091.13	\$12,813.00	(\$278.13)
June-20	1287 mg/L	2500 mg/L	17419	\$41,801.40	\$21,090.00	(\$20,711.40)
July-20	1321 mg/L	2400 mg/L	18797	\$48,775.13	\$23,519.00	(\$25,256.13)
August-20	800 mg/L	5100 mg/L	20280	\$119,722.86	\$20,810.00	(\$98,912.86)
September-20	720 mg/L	1200 mg/L	22742	\$25,451.29	\$8,200.00	(\$17,251.29)
October-20	1270 mg/L	3300 mg/L	21634	\$93,205.55	\$20,854.00	(\$72,351.55)
November-20	230 mg/L	240 mg/L	22145	\$0.00	\$0.00	\$0.00
December-20	825 mg/L	880 mg/L	22977	\$16,635.54	\$14,752.00	(\$1,883.54)
January-21	720 mg/L	810 mg/L	17843	\$14,366.00	\$8,420.00	(\$5,946.00)
February-21	710 mg/L	918 mg/L	19162	\$17,836.84	\$8,100.00	(\$9,736.84)
Total Region Overcharged						(\$565.3

Court File No.

2156775 ONTARIO INC. cob as D'ANGELO BRANDS - and - THE REGIONAL MUNICIPALITY OF PEEL et al

SUPERIOR COURT OF JUSTICE
Proceedings commenced at **Brampton**

STATEMENT OF CLAIM

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Lawyer for the Plaintiff

**THIS IS EXHIBIT "K" REFERRED
TO IN THE AFFIDAVIT OF
Elaine Gilliland
SWORN BEFORE ME,
THIS 8th DAY OF December 2022**

A handwritten signature in black ink, appearing to read "John B. Meo".

A Commissioner for Taking Affidavits, etc.

**PERSONAL PROPERTY
SECURITY REGISTRATION
SYSTEM (ONTARIO)
ENQUIRY RESULTS**



*A Service Provider under Contract
with the Ministry of Government
Services*

Prepared for : Peel, Region of - Legal
Reference : D27632
Docket : WP70111
Search ID : 897563
Date Processed : 29 Nov 2022
Report Type : PPSA Electronic Response
Search Conducted on : 2156775 ONTARIO INC
Search Type : Business Debtor

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RUN NUMBER : 333
RUN DATE : 2022/11/29
ID : 20221129155014.10

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 1

THIS SEARCH DOES NOT CONSTITUTE A CERTIFICATE PURSUANT TO SECTIONS 43 AND 44 OF THE PPSA. A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2156775 ONTARIO INC
FILE CURRENCY : 28NOV 2022

ENQUIRY NUMBER 20221129155014.10 CONTAINS 47 PAGE(S), 21 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

PEEL, REGION OF - LEGAL
10 PEEL CENTRE DRIVE
BRAMPTON ON L6T 4B9

CONTINUED... 2

PROVINCE OF ONTARIO

MINISTRY OF GOVERNMENT SERVICES

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY SEARCH RESPONSE

REPORT : PSSR060

PAGE : 2

RUN NUMBER : 333
 RUN DATE : 2022/11/29
 ID : 20221129155014.10

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2156775 ONTARIO INC
 FILE CURRENCY : 28NOV 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

783607959

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01	001	3		20220602 1728 1793 0173	R RSLA	1
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DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR NAME
 03 BUSINESS NAME 2156775 ONTARIO INC.

ADDRESS 4544 EASTDATE PARKWAY MISSISSAUGA ON L4W3W6
 ONTARIO CORPORATION NO.

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR NAME
 06 BUSINESS NAME D'ANGELO BRANDS

ADDRESS 4544 EASTDATE PARKWAY MISSISSAUGA ON L4W3W6
 ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT NORSEMAN TRUCK & TRAILER SERVICES LTD

ADDRESS 65 FIMA CRESCENT TORONTO ON M8W3R1

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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10					X	19435			
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YEAR MAKE MODEL V.I.N.

11 MOTOR VEHICLE 2006 TRAILMOBILE VAN 2MN01JAH861009564
 12 VEHICLE 2006 TRAILMOBILE VAN 2MN01JAH261009561

13 GENERAL 1 2006 TRAILMOBILE VAN VIN # 2MN01JAH861009564 INVOICE AMOUNT \$

14 COLLATERAL 13828.30 + 60 STORAGE FEE \$ 4068.00

15 DESCRIPTION

16 REGISTERING AGENT NORSEMAN TRUCK & TRAILER SERVICES LTD

ADDRESS 65 FIMA CRESCENT TORONTO ON M8W3R1

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 3

RUN NUMBER : 333
RUN DATE : 2022/11/29
ID : 20221129155014.10

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2156775 ONTARIO INC
FILE CURRENCY : 28NOV 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 783607959

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 002 3 20220602 1728 1793 0173

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
----------------	-----------	-----------	----------------	------------------------	--------	------------------	----	------------------------

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL 1 2006 TRAILMOBILE VAN VIN # 2MN01JAH261009561 INVOICE BALANCE \$

14 COLLATERAL 1172.22

15 DESCRIPTION

16 REGISTERING

AGENT

17

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

RUN NUMBER : 333
RUN DATE : 2022/11/29
ID : 20221129155014.10

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 4

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2156775 ONTARIO INC
FILE CURRENCY : 28NOV 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 783607959

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 003 3 20220602 1728 1793 0173

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL MAY 31, 2022 SERVICE CHARGE FEE \$ 300.01

14 COLLATERAL

15 DESCRIPTION LEIN SEARCHES AND FEES 66.00

16 REGISTERING

AGENT

17

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED...

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
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RUN NUMBER : 333
 RUN DATE : 2022/11/29
 ID : 20221129155014.10

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2156775 ONTARIO INC
 FILE CURRENCY : 28NOV 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 781810821

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 01 003 20220406 1403 1462 8493 P PPSA 5

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR

03 NAME BUSINESS NAME 2156775 ONTARIO INC.

ONTARIO CORPORATION NO.

04 ADDRESS 162 CAMLAREN CRES. KLEINBURG ON L0J1C0

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT CANADIAN WESTERN BANK

09 ADDRESS 300, 606 4 STREET SW CALGARY AB T2P1T1

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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10 X X

YEAR MAKE	MODEL	V.I.N.
-----------	-------	--------

11 MOTOR

12 VEHICLE

13 GENERAL ASSIGNMENT AND POSTPONEMENT BETWEEN 2722959 ONTARIO LTD. AND 2156775

14 COLLATERAL ONTARIO INC. PURSUANT TO ASSIGNMENT AND POSTPONEMENT OF CREDITORS

15 DESCRIPTION CLAIMS AGREEMENT. ALL DEBTS AND LIABILITIES, PRESENT AND FUTURE OF

16 REGISTERING AGENT CANADIAN WESTERN BANK

AGENT

17 ADDRESS 300, 606 4 STREET SW CALGARY AB T2P1T1

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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RUN NUMBER : 333
RUN DATE : 2022/11/29
ID : 20221129155014.10

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 6

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2156775 ONTARIO INC
FILE CURRENCY : 28NOV 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 781810821

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 02 003 20220406 1403 1462 8493 P PPSA 5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL 2722959 ONTARIO LTD. TO CANADIAN WESTERN BANK PLUS ANY SECURITY FOR

14 COLLATERAL THE PAYMENT THEREOF. PROCEEDS GOODS, CHATTEL PAPER, SECURITIES,

15 DESCRIPTION DOCUMENTS OF TITLE, INSTRUMENTS, MONEY AND INTANGIBLES. ALL PROCEEDS

16 REGISTERING CANADIAN WESTERN BANK

AGENT

17 ADDRESS 300, 606 4 STREET SW CALGARY AB T2P1T1

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 7

RUN NUMBER : 333
RUN DATE : 2022/11/29
ID : 20221129155014.10

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 7

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2156775 ONTARIO INC
FILE CURRENCY : 28NOV 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 781810821

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 03 003 20220406 1403 1462 8493 P PPSA 5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL THEREOF.

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING AGENT CANADIAN WESTERN BANK

17 ADDRESS 300, 606 4 STREET SW CALGARY AB T2P1T1

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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PROVINCE OF ONTARIO

MINISTRY OF GOVERNMENT SERVICES

REPORT : PSSR060

RUN NUMBER : 333

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

PAGE : 8

RUN DATE : 2022/11/29

ENQUIRY SEARCH RESPONSE

ID : 20221129155014.10

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2156775 ONTARIO INC

FILE CURRENCY : 28NOV 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 780784722

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 01 001 20220302 1402 1462 4165 P PPSA 3

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME 2156775 ONTARIO INC.

ONTARIO CORPORATION NO.

04 ADDRESS 4544 EASTGATE PARKWAY MISSISSAUGA ON L4W3W6

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT SUMMIT LEASE A DIVISION OF SUMMIT FORD SALES (1982) LIMITED

09 ADDRESS 12 CARRIER DRIVE REXDALE ON M9V2C1

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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10 X X 117209 02MAR2025

YEAR MAKE MODEL V.I.N.

11 MOTOR 2019 VOLVO VNL 4V4NC9EHXKN227349

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING AGENT SUMMIT LEASE A DIVISION OF SUMMIT FORD SALES (1982) LIMITED

17 ADDRESS 12 CARRIER DRIVE REXDALE ON M9V2C1

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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PROVINCE OF ONTARIO

MINISTRY OF GOVERNMENT SERVICES

REPORT : PSSR060

RUN NUMBER : 333

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

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RUN DATE : 2022/11/29

ENQUIRY SEARCH RESPONSE

ID : 20221129155014.10

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : 2156775 ONTARIO INC

FILE CURRENCY : 28NOV 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 780784731

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 01 001 20220302 1402 1462 4166 P PPSA 3

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR

03 NAME BUSINESS NAME 2156775 ONTARIO INC.

ONTARIO CORPORATION NO.

04 ADDRESS 4544 EASTGATE PARKWAY MISSISSAUGA ON L4W3W6

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT SUMMIT LEASE A DIVISION OF SUMMIT FORD SALES (1982) LIMITED

09 ADDRESS 12 CARRIER DRIVE REXDALE ON M9V2C1

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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10 X X 117209 02MAR2025

YEAR MAKE	MODEL	V.I.N.
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11 MOTOR 2019 VOLVO VNL 4V4NC9EH6KN227350

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING AGENT SUMMIT LEASE A DIVISION OF SUMMIT FORD SALES (1982) LIMITED

17 ADDRESS 12 CARRIER DRIVE REXDALE ON M9V2C1

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 10

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
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RUN NUMBER : 333
 RUN DATE : 2022/11/29
 ID : 20221129155014.10

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2156775 ONTARIO INC
 FILE CURRENCY : 28NOV 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 780299316

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 001 1 20220209 1737 1901 0518 P PPSA 06

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME 2156775 ONTARIO INC.

ONTARIO CORPORATION NO.

04 ADDRESS 4544 EASTGATE PARKWAY MISSISSAUGA ON L4W 3W6

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT TRICOR LEASE & FINANCE CORP.

09 ADDRESS PO BOX 397 BURLINGTON ON L7R 3Y3

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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10 X X X X 92191

YEAR MAKE MODEL V.I.N.

11 MOTOR 2021 FORD MUSTANG MACH-E 3FMTK4SX5MME03950

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING AGENT ESC CORPORATE SERVICES LTD.

17 ADDRESS 445 KING STREET WEST, SUITE 400 TORONTO ON M5V 1K4

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 11

PROVINCE OF ONTARIO

MINISTRY OF GOVERNMENT SERVICES

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM

ENQUIRY SEARCH RESPONSE

REPORT : PSSR060

PAGE : 11

RUN NUMBER : 333
 RUN DATE : 2022/11/29
 ID : 20221129155014.10

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2156775 ONTARIO INC
 FILE CURRENCY : 28NOV 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 778144923

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01	001	1		20211112 0934 1532 6545	P PPSA	06
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DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR

03 NAME BUSINESS NAME 2156775 ONTARIO INC.

ONTARIO CORPORATION NO.

04 ADDRESS 4544 EASTGATE PARKWAY MISSISSAUGA ON L4W3W6

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT FORD CREDIT CANADA COMPANY

09 ADDRESS BOX 1800 RPO LAKESHORE WEST OAKVILLE ON L6K 0J8

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
		X		X	X				X

YEAR MAKE

11 MOTOR 2021 FORD

MODEL

BRONCO

V.I.N.

1FMEE5DP6MLA75362

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING AGENT D + H LIMITED PARTNERSHIP

17 ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4Z 1H8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 12

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
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RUN NUMBER : 333
 RUN DATE : 2022/11/29
 ID : 20221129155014.10

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2156775 ONTARIO INC
 FILE CURRENCY : 28NOV 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

** THIS REGISTRATION HAS BEEN DISCHARGED **

FILE NUMBER

777351033

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01	001	002	X	20211015 1419 1031 7772	P PPSA	05
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DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR

03 NAME BUSINESS NAME 2156775 ONTARIO INC.

ONTARIO CORPORATION NO.

04 ADDRESS 4544 EASTGATE PKY MISSISSAUGA ON L4W 3W6

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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05 DEBTOR

06 NAME BUSINESS NAME D'ANGELO BRANDS

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT HER MAJESTY IN RIGHT OF ONTARIO REPRESENTED BY THE MINISTER OF FINANCE

09 ADDRESS 33 KING ST W, 6TH FLR OSHAWA ON L1H 8H5

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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10	X	X	X	X	X	12604	15OCT2026		
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YEAR	MAKE	MODEL	V.I.N.
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11	MOTOR	2014 SMRT	SMP	WMEEJ3BA7EK765813
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12	VEHICLE	2014 SMRT	SMP	WMEEJ3BA3EK765825
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13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING AGENT MINISTRY OF FINANCE, AM & COLLECTIONS BRANCH (EHT 829779354) T366/763

17 ADDRESS 33 KING ST W, 6TH FLR OSHAWA ON L1H 8H5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 13

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
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RUN NUMBER : 333
 RUN DATE : 2022/11/29
 ID : 20221129155014.10
 TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2156775 ONTARIO INC
 FILE CURRENCY : 28NOV 2022
 FORM 4C MOTOR VEHICLE SCHEDULE

FILE NUMBER
 00 777351033

	PAGE	TOTAL	REGISTRATION			
	NO.	OF	NUMBER			
	002	002	20211015 1419 1031 7772			
	YEAR	MAKE	MODEL	V.I.N.		
01	2014	SMRT	SMP	WMEEJ3BA1EK764608		
41						
42						
43						
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*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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RUN NUMBER : 333
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PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
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TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2156775 ONTARIO INC
FILE CURRENCY : 28NOV 2022

FORM 3C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

REGISTRATION
NUMBER

01 20221014 0937 1031 4007
31 RECORD FILE NUMBER 777351033 CHANGE REQUIRED C DISCHARGE RENEWAL YEARS
REFERENCED
32 INDIVIDUAL DEBTOR
33 BUSINESS DEBTOR 2156775 ONTARIO INC.

ONTARIO CORPORATION NO.

SECURED PARTY/LIEN CLAIMANT/REGISTERING AGENT

08/16 NAME MINISTRY OF FINANCE, AM & COLLECTIONS BRANCH (EHT) BN#829779354
09/17 ADDRESS 300-1400 BLAIR TOWERS PLACE (173/187) OTTAWA ON K1J 9B8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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RUN NUMBER : 333
RUN DATE : 2022/11/29
ID : 20221129155014.10

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 15

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2156775 ONTARIO INC
FILE CURRENCY : 28NOV 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 773392959

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 001 1 20210611 1037 1532 5307 P PPSA 04

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME 2156775 ONTARIO INC.

ONTARIO CORPORATION NO.

04 ADDRESS 4544 EASTGATE PARKWAY MISSISSAUGA ON L4W3W6

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT FORD CREDIT CANADA LEASING, DIVISION OF CANADIAN ROAD LEASING COMPANY

09 ADDRESS PO BOX 2400 EDMONTON AB T5J 5C7

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 X X X X

11 MOTOR 2021 FORD MODEL F150 V.I.N. 1FTFW1EDXMFB72565

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING AGENT D + H LIMITED PARTNERSHIP

17 ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4Z 1H8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 16

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
 PAGE : 16

RUN NUMBER : 333
 RUN DATE : 2022/11/29
 ID : 20221129155014.10

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2156775 ONTARIO INC
 FILE CURRENCY : 28NOV 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 772864317

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 001 2 20210527 1046 1901 5602 P PPSA 05

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME 2156775 ONTARIO INC

ONTARIO CORPORATION NO.

04 ADDRESS 4544 EASTGATE PARKWAY MISSISSAUGA ON L4W 3W6

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT TRICOR LEASE & FINANCE CORP.

09 ADDRESS PO BOX 397 BURLINGTON ON L7R 3Y3

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
----------------	-----------	-----------	----------	-------	------------------------	--------	------------------	----	------------------------

10 X X X X 89500

YEAR MAKE MODEL V.I.N.

11 MOTOR 2020 JAGUAR I-PACE SADHD2S18L1F79432

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING AGENT ESC CORPORATE SERVICES LTD.

17 ADDRESS 201-1325 POLSON DRIVE VERNON BC V1T 8H2

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 17

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
 PAGE : 17

RUN NUMBER : 333
 RUN DATE : 2022/11/29
 ID : 20221129155014.10

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2156775 ONTARIO INC
 FILE CURRENCY : 28NOV 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 772864317

CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER	PERIOD

01 002 2 20210527 1046 1901 5602

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

08 SECURED PARTY / SUMMIT LEASE
 LIEN CLAIMANT

ADDRESS CARRIER DR 12 REXDALE ON M9V 2C1

09 COLLATERAL CLASSIFICATION

CONSUMER		MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	INCLUDED

YEAR MAKE MODEL V.I.N.

11 MOTOR
 12 VEHICLE
 13 GENERAL
 14 COLLATERAL
 15 DESCRIPTION
 16 REGISTERING
 AGENT

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 18

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
 PAGE : 18

RUN NUMBER : 333
 RUN DATE : 2022/11/29
 ID : 20221129155014.10

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2156775 ONTARIO INC
 FILE CURRENCY : 28NOV 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 769962276

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 001 001 20210218 1453 1862 1505 P PPSA 5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME 2156775 ONTARIO INC.

ONTARIO CORPORATION NO. 2156775

04 ADDRESS 4544 EASTGATE PARKWAY MISSISSAUGA ON L4W 3W6

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT GEMMA RUNAGHAN

09 ADDRESS 477 REEVES WAY BLVD STOUFFVILLE ON L4A 0H2

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
X	X	X	X			100000000			X

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING AGENT CYBERBAHN

AGENT

17 ADDRESS 4610-199 BAY STREET TORONTO ON M5L 1E9

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 19

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
 PAGE : 19

RUN NUMBER : 333
 RUN DATE : 2022/11/29
 ID : 20221129155014.10

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2156775 ONTARIO INC
 FILE CURRENCY : 28NOV 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 769964301

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 001 001 20210218 1514 1862 1510 P PPSA 5

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR

03 NAME BUSINESS NAME 2156775 ONTARIO INC.

ONTARIO CORPORATION NO. 2156775

04 ADDRESS 4544 EASTGATE PARKWAY MISSISSAUGA ON L4W 3W6

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT FRANK

09 ADDRESS D'ANGELO KLEINBURG ON L0J 1C0

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
X	X	X	X			20000000			X

YEAR MAKE	MODEL	V.I.N.
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11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING AGENT CYBERBAHN

17 ADDRESS 4610-199 BAY STREET TORONTO ON M5L 1E9

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 20

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
 PAGE : 20

RUN NUMBER : 333
 RUN DATE : 2022/11/29
 ID : 20221129155014.10

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2156775 ONTARIO INC
 FILE CURRENCY : 28NOV 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	RENEWAL YEARS	CORRECT PERIOD
01	001	002		20210218 1726 1862 1536			
21	FILE NUMBER	769964301					
22	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	X	A AMENDMENT			
			FIRST GIVEN NAME	INITIAL SURNAME			
23	REFERENCE						
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	2156775 ONTARIO INC.				
25	OTHER CHANGE						
26	REASON/ DESCRIPTION	THE NAME AND ADDRESS OF THE SECURED PARTY WAS ENTERED INCORRECTLY ON THIS REGISTRATION					
28							
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME			
05	DEBTOR/ TRANSFEREE	BUSINESS NAME	2156775 ONTARIO INC.				
06							ONTARIO CORPORATION NO. 2156775
04/07	ADDRESS	4544 EASTGATE PARKWAY			MISSISSAUGA	ON	L4W 3W6
29	ASSIGNOR						
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE						
08		FRANK D'ANGELO					
09	ADDRESS	162 CAMLAREN CRESCENT			KLIENBURG	ON	L0J 1C0
	COLLATERAL CLASSIFICATION						
	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	DATE OF MATURITY	OR NO FIXED MATURITY DATE
10	X	X	X	X	20000000		X
	YEAR	MAKE		MODEL	V.I.N.		
11	MOTOR						
12	VEHICLE						
13	GENERAL						
14	COLLATERAL						
15	DESCRIPTION						
16	REGISTERING AGENT OR	JOSEPH					
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS	609 MARLEE AVE		TORONTO	ON	M6B 3J6

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
 PAGE : 21

RUN NUMBER : 333
 RUN DATE : 2022/11/29
 ID : 20221129155014.10

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2156775 ONTARIO INC
 FILE CURRENCY : 28NOV 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	RENEWAL YEARS	CORRECT PERIOD
01		002	002		20210218 1726 1862 1536			
21	RECORD REFERENCED	FILE NUMBER	769964301					
22		PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED				

	FIRST GIVEN NAME	INITIAL	SURNAME
23	REFERENCE		
24	DEBTOR/ TRANSFEROR	BUSINESS NAME	
25	OTHER CHANGE		
26	REASON/		
27	DESCRIPTION		
28			

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02/				
05	DEBTOR/			
03/	TRANSFeree	BUSINESS NAME		
06				
04/07	ADDRESS			
29	ASSIGNOR			
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			

ONTARIO CORPORATION NO.

08		FRANK D'ANGELO					
09	ADDRESS	162 CAMLAREN CRESCENT		KLEINBURG		ON	L0J 1C0

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10								
11		YEAR	MAKE		MODEL		V.I.N.	

11 MOTOR
 12 VEHICLE
 13 GENERAL
 14 COLLATERAL
 15 DESCRIPTION
 16 REGISTERING AGENT OR
 17 SECURED PARTY/ ADDRESS
 LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

RUN NUMBER : 333
RUN DATE : 2022/11/29
ID : 20221129155014.10

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 22

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2156775 ONTARIO INC
FILE CURRENCY : 28NOV 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 769493295

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 01 001 20210127 1706 1462 4554 P PPSA 2

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME 2156775 ONTARIO INC.

ONTARIO CORPORATION NO.

04 ADDRESS 4544 EASTGATE PARKWAY MISSISSAUGA ON L4W3W6

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / SUMMIT LEASE A DIVISION OF SUMMIT FORD SALES (1982) LIMITED
LIEN CLAIMANT

09 ADDRESS 12 CARRIER DRIVE REXDALE ON M9V2C1

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10 X X 31709 27JAN2023

YEAR MAKE MODEL V.I.N.

11 MOTOR 2017 LINCOLN CONTINENTAL 1LN6L9NC5H5614903

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING SUMMIT LEASE A DIVISION OF SUMMIT FORD SALES (1982) LIMITED
AGENT

17 ADDRESS 12 CARRIER DRIVE REXDALE ON M9V2C1

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 23

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
 PAGE : 23

RUN NUMBER : 333
 RUN DATE : 2022/11/29
 ID : 20221129155014.10

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2156775 ONTARIO INC
 FILE CURRENCY : 28NOV 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 768470886

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 001 2 20201210 1507 1902 7779 P PPSA 07

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR

03 NAME BUSINESS NAME 2156775 ONTARIO INC.

ONTARIO CORPORATION NO.

04 ADDRESS 4544 EASTGATE PARKWAY MISSISSAUGA ON L4W 3W6

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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05 DEBTOR

06 NAME BUSINESS NAME D'ANGELO BRANDS

ONTARIO CORPORATION NO.

07 ADDRESS 4500 EASTGATE PARKWAY MISSISSAUGA ON L4W 3W6

08 SECURED PARTY / LIEN CLAIMANT BLUE CHIP LEASING CORPORATION

09 ADDRESS 156 DUNCAN MILL RD, UNIT 16 TORONTO ON M3B 3N2

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
----------------	-----------	-----------	----------------	------------------------	--------	------------------	----	------------------------

10 X X X

YEAR MAKE	MODEL	V.I.N.
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11 MOTOR 2020 HELI CPD18SQ-GB2 06018DD2690

12 VEHICLE 2020 HELI CPD18SQ-GB2 06018DD2689

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING AGENT ESC CORPORATE SERVICES LTD.

17 ADDRESS 201-1325 POLSON DRIVE VERNON BC V1T 8H2

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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RUN NUMBER : 333
RUN DATE : 2022/11/29
ID : 20221129155014.10

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 24

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2156775 ONTARIO INC
FILE CURRENCY : 28NOV 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 768470886

CAUTION PAGE TOTAL MOTOR VEHICLE REGISTRATION REGISTERED REGISTRATION
FILING NO. OF PAGES SCHEDULE NUMBER UNDER PERIOD

01 002 2 20201210 1507 1902 7779

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME 2156775 ONTARIO INC.

ONTARIO CORPORATION NO.

04 ADDRESS 4500 EASTGATE PARKWAY MISSISSAUGA ON L4W 3W6

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME D'ANGELO BRANDS

ONTARIO CORPORATION NO.

07 ADDRESS 4544 EASTGATE PARKWAY MISSISSAUGA ON L4W 3W6

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER MOTOR VEHICLE AMOUNT DATE OF NO FIXED
GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED MATURITY OR MATURITY DATE

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 25

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
 PAGE : 25

RUN NUMBER : 333
 RUN DATE : 2022/11/29
 ID : 20221129155014.10

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2156775 ONTARIO INC
 FILE CURRENCY : 28NOV 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 759514356

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 01 003 20200122 1707 1462 2696 P PPSA 8

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR

03 NAME BUSINESS NAME 2156775 ONTARIO INC.

ONTARIO CORPORATION NO.

04 ADDRESS 4544 EASTGATE PARKWAY MISSISSAUGA ON L4W3W6

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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05 DEBTOR

06 NAME BUSINESS NAME D'ANGELO BRANDS

ONTARIO CORPORATION NO.

07 ADDRESS 4544 EASTGATE PARKWAY MISSISSAUGA ON L4W3W6

08 SECURED PARTY / LIEN CLAIMANT TOYOTA INDUSTRIES COMMERCIAL FINANCE CANADA, INC.

09 ADDRESS 630 - 401 THE WEST MALL TORONTO ON M9C5J5

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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10 X X

YEAR MAKE	MODEL	V.I.N.
-----------	-------	--------

11 MOTOR

12 VEHICLE

13 GENERAL MATERIAL HANDLING EQUIPMENT TOGETHER WITH ALL PARTS, ATTACHMENTS,
 14 COLLATERAL ACCESSORIES, ADDITIONS, BATTERIES, CHARGERS, REPAIR PARTS, AND OTHER
 15 DESCRIPTION EQUIPMENT PLACED ON OR FORMING PART OF THE GOODS DESCRIBED HEREIN

16 REGISTERING AGENT PPSA CANADA INC. - (8154)

17 ADDRESS 110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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RUN NUMBER : 333
RUN DATE : 2022/11/29
ID : 20221129155014.10

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 26

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2156775 ONTARIO INC
FILE CURRENCY : 28NOV 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 759514356

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 02 003 20200122 1707 1462 2696 P PPSA 8

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
----------------	-----------	-----------	----------------	------------------------	--------	------------------	----	------------------------

10

YEAR MAKE	MODEL	V.I.N.
-----------	-------	--------

11 MOTOR

12 VEHICLE

13 GENERAL WITH ANY PROCEEDS THEREOF AND THEREFROM INCLUDING, WITHOUT
14 COLLATERAL LIMITATION, ALL GOODS, SECURITIES, INSTRUMENTS, DOCUMENTS OF TITLE,
15 DESCRIPTION CHATTEL PAPER AND INTANGIBLES (AS DEFINED IN THE PERSONAL PROPERTY
16 REGISTERING PPSA CANADA INC. - (8154)
AGENT

17 ADDRESS 110 SHEPPARD AVE EAST, SUITE 303 TORONTO ON M2N6Y8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 27

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
 PAGE : 27

RUN NUMBER : 333
 RUN DATE : 2022/11/29
 ID : 20221129155014.10

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2156775 ONTARIO INC
 FILE CURRENCY : 28NOV 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 759514356

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01	03	003		20200122 1707 1462 2696	P PPSA	8
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DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
 LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
----------------	-----------	-----------	----------------	------------------------	--------	------------------	----	------------------------

10

YEAR MAKE	MODEL	V.I.N.
-----------	-------	--------

11 MOTOR

12 VEHICLE

13 GENERAL SECURITY ACT)

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING AGENT PPSA CANADA INC. - (8154)

17

ADDRESS		TORONTO	ON	M2N6Y8
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*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 28

RUN NUMBER : 333
 RUN DATE : 2022/11/29
 ID : 20221129155014.10

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
 PAGE : 28

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2156775 ONTARIO INC
 FILE CURRENCY : 28NOV 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 755930088

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 001 1 20190927 1453 1590 6195 P PPSA 5

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME 2156775 ONTARIO INC.

ONTARIO CORPORATION NO.

04 ADDRESS 4544 EASTGATE PARKWAY MISSISSAUGA ON L4W 3W6

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME D'ANGELO BRANDS

ONTARIO CORPORATION NO.

07 ADDRESS 4544 EASTGATE PARKWAY MISSISSAUGA ON L4W 3W6

08 SECURED PARTY / LIEN CLAIMANT ARIZONA BEVERAGES USA LLC

09 ADDRESS 60 CROSSWAYS PARK DRIVE WEST, SUITE 400 WOODBURY NY 11797

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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10 X X X X X

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL THIS IS A LATE RENEWAL OF FILE NO. 656528076 REGISTRATION NOS.

14 COLLATERAL 20090925 0928 8075 2428, 20141007 1632 1590 1635, 20140924 1049 1590

15 DESCRIPTION 0764 AND 20140924 0929 1590 0748.

16 REGISTERING AGENT CHAITONS LLP (DB/28488)

17 ADDRESS 5000 YONGE STREET, 10TH FLOOR TORONTO ON M2N 7E9

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 29

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
 PAGE : 29

RUN NUMBER : 333
 RUN DATE : 2022/11/29
 ID : 20221129155014.10

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2156775 ONTARIO INC
 FILE CURRENCY : 28NOV 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 750523158

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 01 003 20190425 1435 1530 2823 P PPSA 6

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR

03 NAME BUSINESS NAME 2156775 ONTARIO INC.

ONTARIO CORPORATION NO.

04 ADDRESS 5901 TOMKEN ROAD MISSISSAUGA ON L4W 4K3

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

05 DEBTOR

06 NAME BUSINESS NAME D'ANGELO BRANDS

ONTARIO CORPORATION NO.

07 ADDRESS 5901 TOMKEN ROAD MISSISSAUGA ON L4W 4K3

08 SECURED PARTY / DE LAGE LANDEN FINANCIAL SERVICES CANADA INC.

LIEN CLAIMANT

09 ADDRESS 3450 SUPERIOR COURT, UNIT 1 OAKVILLE ON L6L 0C4

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
		X	X	X	X				X

10 YEAR MAKE 2019 HELI / CPYD25-M2H MODEL V.I.N. 230252B4283

11 MOTOR VEHICLE

12 GENERAL ALL PERSONAL PROPERTY OF THE DEBTOR DESCRIBED HEREIN BY VEHICLE

13 COLLATERAL IDENTIFICATION NUMBER OR SERIAL NUMBER, AS APPLICABLE, WHEREVER

14 DESCRIPTION SITUATED, TOGETHER WITH ALL PARTS AND ACCESSORIES RELATING THERETO,

15 REGISTERING D+H LIMITED PARTNERSHIP

AGENT

17 ADDRESS SUITE 200, 4126 NORLAND AVENUE BURNABY BC V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 30

RUN NUMBER : 333
RUN DATE : 2022/11/29
ID : 20221129155014.10

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 30

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2156775 ONTARIO INC
FILE CURRENCY : 28NOV 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 750523158

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 02 003 20190425 1435 1530 2823

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
----------------	-----------	-----------	----------------	------------------------	--------	------------------	----	------------------------

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL ALL ATTACHMENTS, ACCESSORIES AND ACCESSIONS THERETO OR THEREON, ALL

14 COLLATERAL REPLACEMENTS, SUBSTITUTIONS, ADDITIONS AND IMPROVEMENTS OF ALL OR

15 DESCRIPTION ANY PART OF THE FOREGOING AND ALL PROCEEDS IN ANY FORM DERIVED

16 REGISTERING

AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 31

RUN NUMBER : 333
RUN DATE : 2022/11/29
ID : 20221129155014.10

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 31

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2156775 ONTARIO INC
FILE CURRENCY : 28NOV 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 750523158

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 03 003 20190425 1435 1530 2823

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
----------------	-----------	-----------	----------	-------	------------------------	--------	------------------	----	------------------------

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL THEREFROM.

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING

AGENT

17

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 32

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
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RUN NUMBER : 333
 RUN DATE : 2022/11/29
 ID : 20221129155014.10

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2156775 ONTARIO INC
 FILE CURRENCY : 28NOV 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 747717084

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 X	01	003		20190121 1411 1462 8630	P PPSA	8
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DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR NAME				
03	BUSINESS NAME	2156775 ONTARIO INC		

ONTARIO CORPORATION NO.
 ON L4W3W6

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
-------------	---------------	------------------	---------	---------

04 DEBTOR NAME				
05	BUSINESS NAME			

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT	ADDRESS	PENSKE TRUCK LEASING CANADA INC
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09 COLLATERAL CLASSIFICATION	ADDRESS	RT 10 GREEN HILLS, PO BOX 791	READING	PA	19603
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CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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10		X		X				X
11 MOTOR	YEAR MAKE			MODEL		V.I.N.		
12 VEHICLE	2019 VOLVO			VNL64300		4V4NC9EHXKN227349		
	2019 VOLVO			VNL64300		4V4NC9EH6KN227350		

13 GENERAL TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS
 14 COLLATERAL SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO, INCLUDING, BUT NOT
 15 DESCRIPTION LIMITED TO XATA AND QUALCOMM SYSTEMS, AND ALL PROCEEDS IN ANY FORM
 16 REGISTERING PENSKE TRUCK LEASING CANADA INC
 AGENT

17	ADDRESS	RT 10 GREEN HILLS, PO BOX 791	READING	PA	19603
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*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 33

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY SEARCH RESPONSE

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RUN NUMBER : 333
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 ID : 20221129155014.10

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2156775 ONTARIO INC
 FILE CURRENCY : 28NOV 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

747717084

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01	X	02	003	20190121 1411 1462 8630	P PPSA	8
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DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
---------------	------------------	---------	---------

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT LOCATIONS DE CAMIONS PENSKE CANADA INC

ADDRESS	RT 10 GREEN HILLS, PO BOX 791	READING	PA	19603
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09 COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
----------------	-----------	-----------	----------------	------------------------	--------	------------------	----	------------------------

10

MOTOR VEHICLE	YEAR MAKE	MODEL	V.I.N.
11	2019 FREIGHTLINER	M2	3ALHCYFE9KDLC9561

12

13 GENERAL DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH
 14 COLLATERAL THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT
 15 DESCRIPTION THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL

16 REGISTERING AGENT PENSKE TRUCK LEASING CANADA INC

ADDRESS	RT 10 GREEN HILLS, PO BOX 791	READING	PA	19603
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17

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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RUN DATE : 2022/11/29
ID : 20221129155014.10

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 34

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2156775 ONTARIO INC
FILE CURRENCY : 28NOV 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 747717084

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 X 03 003 20190121 1411 1462 8630 P PPSA 8

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
----------------	-----------	-----------	----------	-------	------------------------	--------	------------------	----	------------------------

10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL OR PROCEEDS OF THE COLLATERAL.

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING AGENT PENSKE TRUCK LEASING CANADA INC

17 ADDRESS RT 10 GREEN HILLS, PO BOX 791 READING PA 19603

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 35

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
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 ENQUIRY SEARCH RESPONSE

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RUN NUMBER : 333
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 ID : 20221129155014.10

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2156775 ONTARIO INC
 FILE CURRENCY : 28NOV 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO. OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001		20220322 1405 1462 1409	

21 RECORD FILE NUMBER 747717084

REFERENCED

PAGE AMENDED NO SPECIFIC PAGE AMENDED CHANGE REQUIRED YEARS PERIOD

22 F PART DISCH

FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE

24 DEBTOR/ BUSINESS NAME 2156775 ONTARIO INC

TRANSFEROR

25 OTHER CHANGE

26 REASON/

27 DESCRIPTION

28

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR/

03/ TRANSFEREE BUSINESS NAME

06 ONTARIO CORPORATION NO.

04/07 ADDRESS

29 ASSIGNOR

SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
		X		X	X				

10 YEAR MAKE MODEL V.I.N.

11 MOTOR 2019 VOLVO VNL64300 4V4NC9EHXKN227349

12 VEHICLE 2019 VOLVO VNL64300 4V4NC9EH6KN227350

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING AGENT OR PENSKE TRUCK LEASING CANADA INC

17 SECURED PARTY/ ADDRESS RT 10 GREEN HILLS, PO BOX 791 READING PA 19603

LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
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 ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
 PAGE : 36

RUN NUMBER : 333
 RUN DATE : 2022/11/29
 ID : 20221129155014.10

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2156775 ONTARIO INC
 FILE CURRENCY : 28NOV 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 733994595

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 01 002 20171114 1931 1531 2038 P PPSA 5

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR

03 NAME BUSINESS NAME 2156775 ONTARIO INC.

ONTARIO CORPORATION NO.

04 ADDRESS 4544 EASTGATE PARKWAY MISSISSAUGA ON L4W 3W6

DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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05 DEBTOR 23APR1959 FRANK DANGELO

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS 162 CAMLAREN CRES KLEINBURG ON L0J 1C0

08 SECURED PARTY / MERCEDES-BENZ FINANCIAL SERVICES CANADA CORPORATION
 LIEN CLAIMANT

09 ADDRESS 2680 MATHESON BLVD. E, STE 500 MISSISSAUGA ON L4W 0A5

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
----------------	-----------	-----------	----------	-------	------------------------	--------	------------------	----	------------------------

10 X X X

YEAR MAKE	MODEL	V.I.N.
-----------	-------	--------

11 MOTOR 2017 MERCEDES-BENZ 2P144X WDZCE7CD0HP536441

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING AGENT D+H LIMITED PARTNERSHIP

17 ADDRESS SUITE 200, 4126 NORLAND AVENUE BURNABY BC V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
 PAGE : 37

RUN NUMBER : 333
 RUN DATE : 2022/11/29
 ID : 20221129155014.10

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2156775 ONTARIO INC
 FILE CURRENCY : 28NOV 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 733994595

CAUTION	PAGE	TOTAL	MOTOR VEHICLE	REGISTRATION	REGISTERED	REGISTRATION
FILING	NO. OF	PAGES	SCHEDULE	NUMBER	UNDER	PERIOD

01 02 002 20171114 1931 1531 2038

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

08 SECURED PARTY / MERCEDES-BENZ FINANCIAL
 LIEN CLAIMANT

ADDRESS 2680 MATHESON BLVD. E, STE 500 MISSISSAUGA ON L4W 0A5

09 COLLATERAL CLASSIFICATION

CONSUMER			MOTOR VEHICLE	AMOUNT	DATE OF	NO FIXED
GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER INCLUDED		MATURITY OR	MATURITY DATE

YEAR MAKE MODEL V.I.N.

11 MOTOR
 12 VEHICLE
 13 GENERAL
 14 COLLATERAL
 15 DESCRIPTION
 16 REGISTERING
 AGENT

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 38

PROVINCE OF ONTARIO
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 ENQUIRY SEARCH RESPONSE

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RUN NUMBER : 333
 RUN DATE : 2022/11/29
 ID : 20221129155014.10

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2156775 ONTARIO INC
 FILE CURRENCY : 28NOV 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
	001	1		20221114 0928 1532 9808	

21 RECORD FILE NUMBER 733994595 REFERENCED

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
		B RENEWAL	1	

22 FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE

24 DEBTOR/ BUSINESS NAME 2156775 ONTARIO INC.
 TRANSFEROR

25 OTHER CHANGE

26 REASON/

27 DESCRIPTION

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR/

03/ TRANSFEREE BUSINESS NAME

06 ONTARIO CORPORATION NO.

04/07 ADDRESS

29 ASSIGNOR
 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08 ADDRESS

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
----------------	-----------	-----------	----------------	------------------------	--------	------------------	----	------------------------

YEAR	MAKE	MODEL	V.I.N.
------	------	-------	--------

11 MOTOR VEHICLE
 12 GENERAL
 13 COLLATERAL
 14 DESCRIPTION

16 REGISTERING AGENT OR D + H LIMITED PARTNERSHIP

17 SECURED PARTY/ ADDRESS 2 ROBERT SPECK PARKWAY, 15TH FLOOR MISSISSAUGA ON L4Z 1H8
 LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

PROVINCE OF ONTARIO
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 ENQUIRY SEARCH RESPONSE

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RUN NUMBER : 333
 RUN DATE : 2022/11/29
 ID : 20221129155014.10

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2156775 ONTARIO INC
 FILE CURRENCY : 28NOV 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 731817018

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 001 2 20170912 1341 1902 6416 P PPSA 06

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME 2156775 ONTARIO INC

ONTARIO CORPORATION NO.

04 ADDRESS 4500 EASTGATE PARKWAY MISSISSAUGA ON L4W 3W6

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

ADDRESS

08 SECURED PARTY / MERIDIAN ONECAP CREDIT CORP.

LIEN CLAIMANT

09 ADDRESS SUITE 1500, 4710 KINGSWAY BURNABY BC V5H 4M2

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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10 X X

YEAR MAKE MODEL V.I.N.

11 MOTOR 2016 DOOSAN GC2E-5 LP FGA0L179001403

12 VEHICLE 2016 DOOSAN GC2E-5 LP FGA0L179001397

13 GENERAL LIFT TRUCK(S), FORKLIFT(S) TOGETHER WITH ALL ATTACHMENTS ACCESSORIES

14 COLLATERAL ACCESSIONS REPLACEMENTS SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS

15 DESCRIPTION THERETO AND ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR INDIRECTLY

16 REGISTERING AVS SYSTEMS INC.

AGENT

17 ADDRESS 201 - 1325 POLSON DR. VERNON BC V1T 8H2

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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RUN NUMBER : 333
RUN DATE : 2022/11/29
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PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 40

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2156775 ONTARIO INC
FILE CURRENCY : 28NOV 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 731817018

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 002 2 20170912 1341 1902 6416

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL FROM ANY SALE AND OR DEALINGS WITH THE COLLATERAL AND A RIGHT TO AN

14 COLLATERAL INSURANCE PAYMENT OR OTHER PAYMENT THAT INDEMNIFIES OR COMPENSATES

15 DESCRIPTION FOR LOSS OR DAMAGE TO THE COLLATERAL OR PROCEEDS OF THE COLLATERAL

16 REGISTERING

AGENT

17

ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 41

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
 PAGE : 41

RUN NUMBER : 333
 RUN DATE : 2022/11/29
 ID : 20221129155014.10

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2156775 ONTARIO INC
 FILE CURRENCY : 28NOV 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 723899205

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 X	01	003		20170106 1416 1462 6305	P PPSA	7
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DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
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02 DEBTOR NAME				
03 NAME		BUSINESS NAME		2156775 ONTARIO INC

ONTARIO CORPORATION NO.
 ON L4W3W6

DEBTOR NAME	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
-------------	---------------	------------------	---------	---------

04 DEBTOR NAME		ADDRESS		4544 EASTGATE PKWY
05 DEBTOR NAME		BUSINESS NAME		MISSISSAUGA

ONTARIO CORPORATION NO.

06 DEBTOR NAME		ADDRESS		
07 DEBTOR NAME		BUSINESS NAME		PENSKE TRUCK LEASING CANADA INC

08 SECURED PARTY / LIEN CLAIMANT		ADDRESS		RT 10 GREEN HILLS, PO BOX 791		READING		PA	19603
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COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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10			X	X	X			
11 MOTOR VEHICLE		YEAR MAKE		MODEL		V.I.N.		
		2017 VOLVO		VNL64300		4V4NC9EH3HN992864		

12 GENERAL TOGETHER WITH ALL ATTACHMENTS ACCESSORIES ACCESSIONS REPLACEMENTS
 13 COLLATERAL SUBSTITUTIONS ADDITIONS AND IMPROVEMENTS THERETO, INCLUDING, BUT NOT
 14 DESCRIPTION LIMITED TO XATA AND QUALCOMM SYSTEMS, AND ALL PROCEEDS IN ANY FORM
 15 REGISTERING PENSKE TRUCK LEASING CANADA INC
 16 AGENT

17		ADDRESS		RT 10 GREEN HILLS, PO BOX 791		READING		PA	19603
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*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

RUN NUMBER : 333
RUN DATE : 2022/11/29
ID : 20221129155014.10

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 42

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2156775 ONTARIO INC
FILE CURRENCY : 28NOV 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 723899205

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
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01 X 02 003 20170106 1416 1462 6305 P PPSA 7

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT LOCATIONS DE CAMIONS PENSKE CANADA INC

09 ADDRESS RT 10 GREEN HILLS, PO BOX 791 READING PA 19603

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL DERIVED DIRECTLY OR INDIRECTLY FROM ANY SALE AND OR DEALINGS WITH
14 COLLATERAL THE COLLATERAL AND A RIGHT TO AN INSURANCE PAYMENT OR OTHER PAYMENT
15 DESCRIPTION THAT INDEMNIFIES OR COMPENSATES FOR LOSS OR DAMAGE TO THE COLLATERAL

16 REGISTERING AGENT PENSKE TRUCK LEASING CANADA INC

17 ADDRESS RT 10 GREEN HILLS, PO BOX 791 READING PA 19603

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 43

RUN NUMBER : 333
RUN DATE : 2022/11/29
ID : 20221129155014.10

PROVINCE OF ONTARIO
MINISTRY OF GOVERNMENT SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
PAGE : 43

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : 2156775 ONTARIO INC
FILE CURRENCY : 28NOV 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

FILE NUMBER

00 723899205

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
----------------	----------	----------------	------------------------	---------------------	------------------	---------------------

01 X 03 003 20170106 1416 1462 6305 P PPSA 7

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY /
LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
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10

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL OR PROCEEDS OF THE COLLATERAL.

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING AGENT PENSKE TRUCK LEASING CANADA INC

17 ADDRESS RT 10 GREEN HILLS, PO BOX 791 READING PA 19603

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 44

RUN NUMBER : 333
 RUN DATE : 2022/11/29
 ID : 20221129155014.10

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
 PAGE : 44

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2156775 ONTARIO INC
 FILE CURRENCY : 28NOV 2022

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

00 FILE NUMBER
 676947429

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01	01	001		20120320 1452 1530 6986	P PPSA	5

01 DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

02 DEBTOR
 03 NAME BUSINESS NAME 2156775 ONTARIO INC.

04 ADDRESS 4544 EASTGATE PKY MISSISSAUGA ONTARIO CORPORATION NO.
 ON L4W 3W6

05 DEBTOR
 06 NAME BUSINESS NAME

07 ADDRESS THE TORONTO-DOMINION BANK - 18852 ONTARIO CORPORATION NO.

08 SECURED PARTY / LIEN CLAIMANT THE TORONTO-DOMINION BANK - 18852

09 COLLATERAL CLASSIFICATION ADDRESS 5731 HIGHWAY 7 UNIT 26 WOODBRIDGE ON L4L 4Y9

CONSUMER GOODS INVENTORY EQUIPMENT ACCOUNTS OTHER INCLUDED AMOUNT DATE OF MATURITY OR NO FIXED MATURITY DATE

10 X X X X X X X

11 MOTOR YEAR MAKE MODEL V.I.N.

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING AGENT D+H LIMITED PARTNERSHIP

17 ADDRESS SUITE 200, 4126 NORLAND AVENUE BURNABY BC V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 45

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
 PAGE : 45

RUN NUMBER : 333
 RUN DATE : 2022/11/29
 ID : 20221129155014.10

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2156775 ONTARIO INC
 FILE CURRENCY : 28NOV 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001		20170216 1940 1531 7986	

21 RECORD FILE NUMBER 676947429 REFERENCED

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22	X	B RENEWAL	5	

23 REFERENCE
 24 DEBTOR/ BUSINESS NAME 2156775 ONTARIO INC.
 TRANSFEROR
 25 OTHER CHANGE
 26 REASON/
 27 DESCRIPTION

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR/

03/ TRANSFEREE BUSINESS NAME

06 ONTARIO CORPORATION NO.

04/07 ADDRESS

29 ASSIGNOR
 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
----------------	-----------	-----------	----------------	------------------------	--------	------------------	----	------------------------

YEAR	MAKE	MODEL	V.I.N.
------	------	-------	--------

11 MOTOR
 12 VEHICLE
 13 GENERAL
 14 COLLATERAL
 15 DESCRIPTION

16 REGISTERING AGENT OR CANADIAN SECURITIES REGISTRATION SYSTEMS
 17 SECURED PARTY/ ADDRESS 4126 NORLAND AVENUE BURNABY BC V5G 3S8
 LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
 PAGE : 46

RUN NUMBER : 333
 RUN DATE : 2022/11/29
 ID : 20221129155014.10

TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2156775 ONTARIO INC
 FILE CURRENCY : 28NOV 2022

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

CAUTION FILING	PAGE NO.	TOTAL OF PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01	01	001		20220218 1451 1530 2938	

21 RECORD FILE NUMBER 676947429 REFERENCED

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22	X	B RENEWAL	5	

23 REFERENCE

24 DEBTOR/ TRANSFEROR BUSINESS NAME 2156775 ONTARIO INC.

25 OTHER CHANGE
 26 REASON/
 27 DESCRIPTION

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR/

03/ TRANSFEREE BUSINESS NAME

06 ONTARIO CORPORATION NO.

04/07 ADDRESS

29 ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08 ADDRESS

09 COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
----------------	-----------	-----------	----------------	------------------------	--------	------------------	----	------------------------

YEAR	MAKE	MODEL	V.I.N.
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11 MOTOR
 12 VEHICLE
 13 GENERAL
 14 COLLATERAL
 15 DESCRIPTION

16 REGISTERING AGENT OR CANADIAN SECURITIES REGISTRATION SYSTEMS
 17 SECURED PARTY/ ADDRESS 4126 NORLAND AVENUE BURNABY BC V5G 3S8
 LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

PROVINCE OF ONTARIO
 MINISTRY OF GOVERNMENT SERVICES
 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
 ENQUIRY SEARCH RESPONSE

REPORT : PSSR060
 PAGE : 47

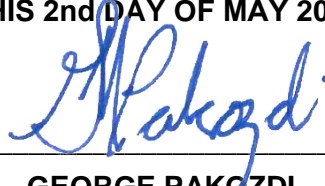
RUN NUMBER : 333
 RUN DATE : 2022/11/29
 ID : 20221129155014.10
 TYPE OF SEARCH : BUSINESS DEBTOR
 SEARCH CONDUCTED ON : 2156775 ONTARIO INC
 FILE CURRENCY : 28NOV 2022

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
783607959	20220602 1728 1793 0173			
781810821	20220406 1403 1462 8493			
780784722	20220302 1402 1462 4165			
780784731	20220302 1402 1462 4166			
780299316	20220209 1737 1901 0518			
778144923	20211112 0934 1532 6545			
777351033	20211015 1419 1031 7772	20221014 0937 1031 4007		
773392959	20210611 1037 1532 5307			
772864317	20210527 1046 1901 5602			
769962276	20210218 1453 1862 1505			
769964301	20210218 1514 1862 1510	20210218 1726 1862 1536		
769493295	20210127 1706 1462 4554			
768470886	20201210 1507 1902 7779			
759514356	20200122 1707 1462 2696			
755930088	20190927 1453 1590 6195			
750523158	20190425 1435 1530 2823			
747717084	20190121 1411 1462 8630	20220322 1405 1462 1409		
733994595	20171114 1931 1531 2038	20221114 0928 1532 9808		
731817018	20170912 1341 1902 6416			
723899205	20170106 1416 1462 6305			
676947429	20120320 1452 1530 6986	20170216 1940 1531 7986	20220218 1451 1530 2938	

27 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.

**THIS IS EXHIBIT "F" REFERRED TO IN THE
AFFIDAVIT OF JAYME CORCORAN SAUNDERS
SWORN REMOTELY BEFORE ME
THIS 2nd DAY OF MAY 2023**



GEORGE PAKOZDI
A Commissioner, etc.

**ONTARIO
SUPERIOR COURT OF JUSTICE**

BETWEEN:

2156775 ONTARIO INC. cob as D'ANGELO BRANDS

Plaintiff

- and -

**THE REGIONAL MUNICIPALITY OF PEEL
and THE CITY OF MISSISSAUGA**

Defendants

BILL OF COSTS

AMOUNTS CLAIMED FOR FEES AND DISBURSEMENTS

Stage	Payment Deadline	Amount
Partial Indemnity Fees and Disbursements to Date (Summary and Dockets Attached)	30 days after date of Order	\$2,676.52
Discovery (including motion for production and motion for undertakings/refusals)	90 days before the first examination for discovery	\$5,000 (anticipated)
Pre-trial/mediation (including expert reports)	90 days before date of pre-trial conference or mediation	\$12,000 (anticipated)
Trial (7 days)	90 days before commencement of trial	\$60,000 (anticipated)

Statement of Experience

A claim for fees is being made with respect to the following people:

Jennifer Bruce, Legal Counsel – Year of Call 2011

Amanda Whiteloon, Clerk

Summary of Partial Indemnity Fees and Disbursements to Date

FEES

Stage	Actual Costs	Substantial Indemnity	Partial Indemnity
Reviewing claim, preparing SOD	Jennifer Bruce 7.7 hours at \$198/hour: \$1,524.60	\$1,372.14	\$1,006.24
	Clerk 6.4 hours at \$129/hour: \$825.60	\$743.04	\$544.90
Correspondence and motion re Security for Costs	Jennifer Bruce 4.6 hours at \$205/hour: \$943	\$848.70	\$622.38
TOTAL	\$3,293.20	\$2,963.88	\$2,173.52

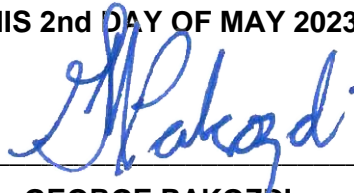
DISBURSEMENTS

Disbursement	Amount
Court Filing	\$503

08/30/2021	\$64.50	30 Minutes	ROP et al ats D'Angelo Brands (2021 action)	Whiteloon, Amanda	Reviewing new SOC CV-21-00003036-0000; diarizing; Emails; Saving
09/06/2021	\$116.10	54 Minutes	ROP et al ats D'Angelo Brands (2021 action)	Whiteloon, Amanda	Opening file
09/06/2021	\$90.30	42 Minutes	ROP et al ats D'Angelo Brands (2021 action)	Whiteloon, Amanda	Drafting NOITD, service letter; email to JB; Saving
09/08/2021	\$51.60	24 Minutes	ROP et al ats D'Angelo Brands (2021 action)	Whiteloon, Amanda	Reviewing and saving NOITD and letter from COM; Updating file related people
09/10/2021	\$90.30	42 Minutes	ROP et al ats D'Angelo Brands (2021 action)	Whiteloon, Amanda	Revising pleading and service letter; Email to JB; Initial draft of SOD; Email to JB
09/13/2021	\$129.00	1 Hour	ROP et al ats D'Angelo Brands (2021 action)	Whiteloon, Amanda	f/u to JB; Instruction; Finalizing; Email to counsel; AOS, file to-do's
09/14/2021	\$90.30	42 Minutes	ROP et al ats D'Angelo Brands (2021 action)	Whiteloon, Amanda	Swear AOS; court filing of NOITD; Drafting email to TB; cost centre
09/15/2021	\$25.80	12 Minutes	ROP et al ats D'Angelo Brands (2021 action)	Whiteloon, Amanda	Email to TB re court fees; Email from client; Updating file
10/01/2021	\$154.80	1 Hours 12 Minutes	ROP et al ats D'Angelo Brands (2021 action)	Whiteloon, Amanda	Instructions; Reviewing draft SOD; Attending to service; Preparing AOS etc.; Online filing
10/06/2021	\$12.90	6 Minutes	ROP et al ats D'Angelo Brands (2021 action)	Whiteloon, Amanda	updated to-dos
	\$825.60	6 Hours 24 Minutes			

09/08/2021	\$198.00	1 Hour	ROP et al ats D'Angelo Brands (2021 action)	Bruce, Jennifer	Reviewed NOITD
09/24/2021	\$1,326.60	6 Hours 42 Minutes	ROP et al ats D'Angelo Brands (2021 action)	Bruce, Jennifer	Prepared statement of defence
12/06/2022	\$369.00	1 Hours 48 Minutes	ROP et al ats D'Angelo Brands (2021 action)	Bruce, Jennifer	Prepared motion for security for costs
12/14/2022	\$574.00	2 Hours 48 Minutes	ROP et al ats D'Angelo Brands (2021 action)	Bruce, Jennifer	Finalized motion for security for costs
	\$2,467.60	12 Hours 18 Minutes			

**THIS IS EXHIBIT "G1" REFERRED TO IN THE
AFFIDAVIT OF JAYME CORCORAN SAUNDERS
SWORN REMOTELY BEFORE ME
THIS 2nd DAY OF MAY 2023**

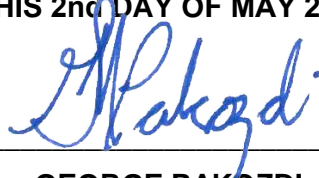


GEORGE PAKOZDI
A Commissioner, etc.

08/30/2021	\$64.50	30 Minutes	ROP et al ats D'Angelo Brands (2021 action)	Whiteloon, Amanda	Reviewing new SOC CV-21-00003036-0000; diarizing; Emails; Saving
09/06/2021	\$116.10	54 Minutes	ROP et al ats D'Angelo Brands (2021 action)	Whiteloon, Amanda	Opening file
09/06/2021	\$90.30	42 Minutes	ROP et al ats D'Angelo Brands (2021 action)	Whiteloon, Amanda	Drafting NOITD, service letter; email to JB; Saving
09/08/2021	\$51.60	24 Minutes	ROP et al ats D'Angelo Brands (2021 action)	Whiteloon, Amanda	Reviewing and saving NOITD and letter from COM; Updating file related people
09/10/2021	\$90.30	42 Minutes	ROP et al ats D'Angelo Brands (2021 action)	Whiteloon, Amanda	Revising pleading and service letter; Email to JB; Initial draft of SOD; Email to JB
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09/14/2021	\$90.30	42 Minutes	ROP et al ats D'Angelo Brands (2021 action)	Whiteloon, Amanda	Swear AOS; court filing of NOITD; Drafting email to TB; cost centre
09/15/2021	\$25.80	12 Minutes	ROP et al ats D'Angelo Brands (2021 action)	Whiteloon, Amanda	Email to TB re court fees; Email from client; Updating file
10/01/2021	\$154.80	1 Hours 12 Minutes	ROP et al ats D'Angelo Brands (2021 action)	Whiteloon, Amanda	Instructions; Reviewing draft SOD; Attending to service; Preparing AOS etc.; Online filing
10/06/2021	\$12.90	6 Minutes	ROP et al ats D'Angelo Brands (2021 action)	Whiteloon, Amanda	updated to-dos
	\$825.60	6 Hours 24 Minutes			

09/08/2021	\$198.00	1 Hour	ROP et al ats D'Angelo Brands (2021 action)	Bruce, Jennifer	Reviewed NOITD
09/24/2021	\$1,326.60	6 Hours 42 Minutes	ROP et al ats D'Angelo Brands (2021 action)	Bruce, Jennifer	Prepared statement of defence
12/06/2022	\$369.00	1 Hours 48 Minutes	ROP et al ats D'Angelo Brands (2021 action)	Bruce, Jennifer	Prepared motion for security for costs
12/14/2022	\$574.00	2 Hours 48 Minutes	ROP et al ats D'Angelo Brands (2021 action)	Bruce, Jennifer	Finalized motion for security for costs
	\$2,467.60	12 Hours 18 Minutes			

**THIS IS EXHIBIT "G2" REFERRED TO IN THE
AFFIDAVIT OF JAYME CORCORAN SAUNDERS
SWORN REMOTELY BEFORE ME
THIS 2nd DAY OF MAY 2023**



GEORGE PAKOZDI

A Commissioner, etc.



Jennifer Bruce
Legal Counsel
The Regional Municipality of Peel
10 Peel Centre Dr.
Brampton, Ontario, L6T 4B9

December 31, 2021

File #202-127
Inv. #13998

INTERIM ACCOUNT
(From November 2, 2021 to December 31, 2021)

RE: PEEL ats. D'ANGELO BRANDS
Your File No. D32752
Our File No. 202-127

TO OUR FEE FOR ALL PROFESSIONAL SERVICES RENDERED, INCLUDING:

DATE	DESCRIPTION	INTLS	HOURS
Nov-02-21	Telephone conversation with Jennifer Bruce; e-mail to same; drafting Notice of Intent to Defend and letter to Plaintiffs' counsel; opening file; receipt and review of documents from Amanda Whiteloon; telephone conversation with CC;	DGB	2.0
	Receipt and review of e-mail with attached draft Request to Inspect Document and other attachments from CC; e-mail to same;	DGB	0.3
	Review new file pleadings and pleadings in previous actions; discussion with DGB re: litigation management plan; drafting request to inspect documents.	CPC	2.1
Nov-03-21	E-mail to PC re Request to Inspect Documents.	CPC	0.1
Nov-04-21	E-mail to Amanda Whiteloon, Law Clerk;	DGB	0.1
Nov-09-21	Receipt and review of e-mail with attachments from CC; e-mail to same;	DGB	0.2
	Receipt and review of lab testing documents from Plaintiff's counsel.	CPC	0.2

Fees, charges or disbursements remaining unpaid after one month will be subject to interest at the prescribed rate pursuant to the Solicitor's Act, R.S.O. 1990, as amended

Nov-16-21	Receipt and review of e-mail with attachments from CC; review same and e-mail to CC	DGB	0.3
	Receipt and review of client documents and voluminous e-mail package from Plaintiff's counsel re: disclosure requests;	CPC	0.9
Nov-17-21	Office conference with CC;	DGB	0.2
	Drafting response to PC re disclosure demands; e-mail to Jennifer Bruce re: same; letter from PC enclosing further materials in response to Request to Inspect and demanding a response to Nov. 16 letter.	CPC	0.8
Nov-18-21	E-mail from Jennifer Bruce re: response to PC for disclosure.	CPC	0.1
Nov-19-21	Receipt and review letter from Plaintiff's counsel; e-mail to same;	DGB	0.1
Nov-24-21	Receipt and review of letter and attachments from Plaintiff's counsel; e-mail to Plaintiff's counsel;	DGB	0.2
	Letter from PC re Region's Past Due Notice to Plaintiff.	CPC	0.1
Nov-25-21	Review of letter and Agreement of Purchase and Sale from counsel for GGF Holdings Inc. (LoGreco); e-mail to Rolf Piehler regarding real estate title and corporate searches;	DGB	0.3
	conducting search on Eastgate Parkway and Rovinelli	RMP	0.5
Nov-26-21	Receipt and review of title search;	DGB	0.1
Nov-29-21	Receipt and review of correspondence searches on various entities;	DGB	0.2
	conducting corporate searches on GGF, Eastgate Inc.	RMP	0.5
Nov-30-21	Receipt and review of letter and enclosures from PC re water charges and surcharges for November and December 2021.	CPC	0.2
Dec-02-21	Detailed review of file; drafting Statement of Defence.	CPC	2.6

	Letter from PC re Lo Greco threatening actino against Peel and individual defendants.	CPC	0.1
Dec-03-21	Receipt and review of letter with enclosure from Plaintiff's counsel;	DGB	0.1
	Continued drafting Statement of Defence.	CPC	5.7
Dec-12-21	Receipt and review of e-mail with attachments from counsel for Plaintiff;	DGB	0.2
Dec-13-21	Review draft Statement of Defence and Statement of Claim; e-mail to Carling Chan; review further draft Statement of Defence and Crossclaim; e-mail to Carling Chan;	DGB	0.7
	Revising Statement of Defence; further revisions to Statement of Defence per DGB's comments.	CPC	2.8
Dec-15-21	Revising Statement of Defence; letter to Plaintiff's counsel;	DGB	0.2
Dec-16-21	Review of letter from Plaintiff's counsel;	DGB	0.1
Dec-20-21	Review of e-mail from counsel for Mississauga; review of e-mail from Jennifer Bruce; e-mail to same;	DGB	0.2
Dec-21-21	Letter from PC re disputing BOD results for November 2021 and December 2021.	CPC	0.1

Lawyer	Rank	Hours	Rate	Total
David G. Boghosian	Partner	5.50	\$420.00	\$2,310.00
Rolf M. Piehler	Associate	1.00	\$345.00	\$345.00
Carling Chan	Associate	15.80	\$190.00	\$3,002.00

TO OUR FEE: \$5,657.00
Total HST on Fees 735.41

DISBURSEMENTS

Transaction Levy	100.00
Process Server	48.00
Notice of Intent to Defend*	183.00

Property Search	33.15	
	<hr/>	
Total Disbursements		\$364.15
Total HST on Disbursements		23.55
		<hr/>
BALANCE DUE AND OWING:		\$6,780.11

E. & O. E.
HST Registration No: 84864 5248 RT0001
DGB/ld



Jennifer Bruce
Legal Counsel
The Regional Municipality of Peel
10 Peel Centre Dr.
Brampton, Ontario, L6T 4B9

March 31, 2022

File #202-127
Inv. #14391

INTERIM ACCOUNT
(From January 2, 2022 to March 31, 2022)

RE: PEEL ats. D'ANGELO BRANDS
Your File No. D32752
Our File No. 202-127

TO OUR FEE FOR ALL PROFESSIONAL SERVICES RENDERED, INCLUDING:

DATE	DESCRIPTION	INTLS	HOURS
Jan-02-22	Receipt and review of e-mail and attachments from Plaintiff's counsel; e-mail to Plaintiff's counsel;	DGB	0.3
Jan-06-22	E-mail from PC re filing of SOD.	CPC	0.1
Jan-10-22	Receipt and review of letter with enclosure from the Plaintiff's counsel;	DGB	0.1
Jan-14-22	Receipt and review of e-mail from Jennifer Bruce;	DGB	0.1
Jan-25-22	Receipt and review of e-mail with attachments from counsel for the Plaintiff;	DGB	0.2
Jan-31-22	Receipt and review of e-mail from Plaintiff's counsel; e-mail to Jennifer Bruce;	DGB	0.1
Feb-10-22	Receipt and review of letter from Plaintiff's counsel;	DGB	0.1
Feb-15-22	Receipt and review of e-mail from Plaintiff's counsel; e-mail exchange with co-Defendant's counsel and Jennifer Bruce;	DGB	0.2

Fees, charges or disbursements remaining unpaid after one month will be subject to interest at the prescribed rate pursuant to the Solicitor's Act, R.S.O. 1990, as amended

Feb-18-22	Teleconference with Jennifer Bruce and Collin Holland (City); telephone conversation with CC;	DGB	0.9
	Telephone call with Jennifer Bruce and Coliin Holland re LMP; drafting memo of law re: motion to strike	CPC	3.8
Feb-24-22	Review of memo of law and caselaw re motion to strike; e-mail to Jennifer Bruce;	DGB	0.4
Mar-09-22	E-mail exchange with Court re: long motion date for motion to strike.	CPC	0.2
Mar-10-22	Letter from PC re: motion to consolidate; e-mail exchange with DGB re Region's motion to strike.	CPC	0.2
Mar-11-22	Revising letter to counsel for the Plaintiff; receipt and review of e-mail from counsel for the City;	DGB	0.2
Mar-14-22	E-mail exchange with CC; re: motion to strike;	DGB	0.1
	E-mail to PC re: motion date for Region's motion to strike; e-mail exchange with Brampton Court (x2) re: booking motion to strike.	CPC	0.5
Mar-16-22	E-mail exchange with Court re Motion Date.	CPC	0.1
Mar-18-22	Receipt and review of letters (2) with attachments from Plaintiff's counsel; receipt and review of letter from Jennifer Bruce;	DGB	0.3
	Letter from Jennifer Bruce re Plaintiff's motion to consolidate.	CPC	0.1
Mar-21-22	Drafting motion record for Region's motion to strike.	CPC	0.9
Mar-22-22	Receipt and review of letter from Plaintiff's counsel;	DGB	0.1
	Drafting Notice of Motion and Affidavit of Jennifer Bruce re: Region's Motion to Strike.	CPC	3.7
Mar-23-22	Receipt and review of letter from Bailiff;	DGB	0.2

Mar-25-22 Receipt and review of letter from Plaintiff's counsel; receipt and review of e-mail from Bailiff; DGB 0.1

Lawyer	Rank	Hours	Rate	Total
David G. Boghosian	Partner	3.40	\$420.00	\$1,428.00
Carling Chan	Associate	9.60	\$190.00	\$1,824.00

TO OUR FEE:	\$3,252.00
Total HST on Fees	422.76

DISBURSEMENTS

Process Server	45.00
Total Disbursements	\$45.00
Total HST on Disbursements	5.85

BALANCE DUE AND OWING:	\$3,725.61
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E. & O. E.
HST Registration No: 84864 5248 RT0001
DGB/ld



Jennifer Bruce
Legal Counsel
The Regional Municipality of Peel
10 Peel Centre Dr.
Brampton, Ontario, L6T 4B9

December 31, 2022

File #202-127
Inv. #15147

INTERIM ACCOUNT
(From May 10, 2022 to December 31, 2022)

RE: PEEL ats. D'ANGELO BRANDS
Your File No. D32752
Our File No. 202-127

TO OUR FEE FOR ALL PROFESSIONAL SERVICES RENDERED, INCLUDING:

DATE	DESCRIPTION	INTLS	HOURS
May-10-22	Receipt and review of letter from counsel for Mississauga;	DGB	0.1
May-12-22	Receipt and review of e-mail with attachments from Plaintiff's counsel;	DGB	0.2
May-17-22	Receipt and review of e-mail from Plaintiffs' counsel;	DGB	0.1
Jun-13-22	Review of e-mail from counsel for Mississauga;	DGB	0.1
Jun-15-22	Review of letter from Plaintiff's counsel;	DGB	0.1
Jun-16-22	Receipt and review of e-mail with attachments from counsel for Mississauga;	DGB	0.3
Jun-20-22	Webex meeting with Jennifer Bruce and counsel for Mississauga;	DGB	0.9
Jun-24-22	E-mail exchange with counsel for Mississauga re security for costs Motion;	DGB	0.1

Fees, charges or disbursements remaining unpaid after one month will be subject to interest at the prescribed rate pursuant to the Solicitor's Act, R.S.O. 1990, as amended

Aug-24-22	Receipt and review of e-mail from counsel for City; e-mail to CPC; e-mail exchange with City's counsel and Jennifer Bruce;	DGB	0.3
	E-mail to Jennifer Bruce and Colin Holland re booking short motions for motion to strike and security for costs motion;	CPC	0.1
Aug-25-22	Further e-mail exchange with Jennifer Bruce and Colin Holland re: motions for motion to strike and security for costs; update Affidavit of Jennifer Bruce re motion to strike third party claim; compile exhibits	CPC	4.8
Aug-29-22	Revising Notice of Motion and draft supporting Affidavit of Jennifer Bruce; e-mail exchange with CC;	DGB	0.3
	E-mail to Jennifer Bruce re: materials for motion to strike in Third Party Claim; e-mail from Jennifer Bruce re: Affidavit and additional materials to include in Affidavit	CPC	0.3
Aug-31-22	Receipt and review of e-mail with attachments from CC;	DGB	0.1
	Update motion record for motion to strike; e-mail to Jennifer Bruce re: same	CPC	0.8
Oct-07-22	Receipt and review of e-mail from the Court office re: motion date; e-mail to GP; e-mail to client and City of Mississauga counsel;	DGB	0.2
	Revising Notice of Motion and Affidavit in support re: motion to strike pleadings; e-mail exchange with GP;	DGB	0.5
	Reviewing file; reviewing and revising materials re motion to strike; e-mail to DGB re same and re security for costs motion being brought in parallel actions; e-mail to C Holland and J Bruce re security for costs motions;	GMP	2.5
Oct-10-22	E-mail exchange with DGB re materials for motion to strike; revising same; lengthy review of pleadings re question of whether parallel motion should be brought in the second action; e-mail to DGB re same;	GMP	1.8

Oct-11-22	Further review of revised motion materials; reviewing Affidavit exhibits; e-mail to J Bruce re same;	GMP	1.0
Oct-24-22	Prepare for and attend Zoom meeting with J Bruce to commission Affidavit for motion to strike; instructions re finalization of materials and booking motion;	GMP	0.5
Dec-14-22	Emails exchanges with Jennifer Bruce and counsel for Mississauga;	DGB	0.2
	E-mail exchanges with co-Defendants' counsel;	GMP	0.2
Dec-16-22	Receipt and review of letter and Receivership Order from Plaintiff's counsel; emails to Jennifer Bruce and RMP; receipt and review of emails from same and from counsel for Mississauga;	DGB	0.4
	Reviewing receivership order; telephone call with RMP re same;	GMP	0.3
	Reviewing e-mail from DGB Receivership Order	RMP	0.5

Lawyer	Rank	Hours	Rate	Total
David G. Boghosian	Partner	3.90	\$420.00	\$1,638.00
George Pakozdi	Associate	6.30	\$200.00	\$1,260.00
Rolf M. Piehler	Associate	0.50	\$345.00	\$172.50
Carling Chan	Associate	6.00	\$190.00	\$1,140.00

TO OUR FEE:	\$4,210.50
Total HST on Fees	547.37

BALANCE DUE AND OWING:	\$4,757.87
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E. & O. E.
HST Registration No: 84864 5248 RT0001
DGB/ld



Jennifer Bruce
Legal Counsel
The Regional Municipality of Peel
10 Peel Centre Dr.
Brampton, Ontario, L6T 4B9

March 31, 2023

File #202-127
Inv. #15693

INTERIM ACCOUNT
(From January 16, 2023 to March 31, 2023)

RE: PEEL ats. D'ANGELO BRANDS
Your File No. D32752
Our File No. 202-127

TO OUR FEE FOR ALL PROFESSIONAL SERVICES RENDERED, INCLUDING:

DATE	DESCRIPTION	INTLS	HOURS
Jan-16-23	E-mail exchanges with Jennifer Bruce and counsel for Mississauga re: teleconference with other creditors;	DGB	0.1
Jan-20-23	Participation in Conference Call with counsel for Peel (in-house), Mississauga, receiver, CWB and receiver personally; receipt and review of e-mail with attachments from Jennifer Bruce; e-mail to same; receipt and review of e-mail from receivers;	DGB	1.5
Jan-23-23	Receipt and review of e-mail from counsel for Mississauga;	DGB	0.1
	Telephone conversation with GP;	DGB	0.2
	Review of e-mail string re status of receivership Order; telephone call with DGB re strategy;	GMP	0.2
Jan-26-23	Receipt and review of letter with attachments from counsel for Mississauga;	DGB	0.1
Jan-29-23	Receipt and review of e-mail from counsel for the Plaintiff;	DGB	0.1

Fees, charges or disbursements remaining unpaid after one month will be subject to interest at the prescribed rate pursuant to the Solicitor's Act, R.S.O. 1990, as amended

Feb-08-23	Receipt and review of e-mail from Jennifer Bruce re: status of discussion with landlord; receipt and review of e-mail from Colin Holland;	DGB	0.2
Feb-10-23	Receipt and review of letter and Notice of Appearance from Jennifer Bruce;	DGB	0.1
Feb-17-23	Receipt and review of e-mail with attached Motion Record from counsel for the Plaintiff; e-mail exchange with Jennifer Bruce and Colin Holland;	DGB	0.7
Feb-23-23	Preparation for and participation on Zoom call re: motion by D'Angelo to life stay; e-mail to receiver (S. Title); e-mail to counsel for D'Angelo Brands; e-mail to student (MK); review of Plaintiff's Motion Record re: lifting stay; drafting Affidavit for lifting stay motion;	DGB	2.8
	Receipt and review of e-mail with attachments from Colin Holland; e-mail to Colin Holland;	DGB	0.4
Feb-24-23	E-mail exchange with Colin Hornett; receipt and review of e-mail from counsel for the receiver;	DGB	0.2
	E-mail exchange with counsel for the receiver;	DGB	0.1
Feb-27-23	Receipt and review of e-mail from Commercial Court List; e-mail to clients; further e-mail exchanges with same;	DGB	0.4
Mar-01-23	Receipt and review of e-mail exchange between counsel for Peel, City, Receiver and CWB; e-mail to counsel for D'Angelo; receipt and review of draft Order re: lifting stay from counsel for the Receiver;	DGB	0.4
	Receipt and review of e-mail from counsel for D'Angelo; e-mail to same; receipt and review of further e-mail from counsel for D'Angelo; e-mail to Commercial List Trial Co-ordinator; telephone conversation with counsel for the Receiver;	DGB	0.7
Mar-02-23	Drafting Request Form re: Case Conference;	DGB	0.2

	E-mail exchange with counsel for D'Angelo; e-mail exchange with counsel for Mississauga;	DGB	0.2
Mar-03-23	E-mail to Commercial Court office;	DGB	0.1
	Research re receivership	MK	1.8
Mar-08-23	Receipt and review of Motion Confirmation Form from counsel for D'Angelo;	DGB	0.1
Mar-09-23	Preparation for and attendance on the Case Management Conference with Justice Steele; e-mail to Jennifer Bruce; receipt and review of Endorsement of Justice Steele;	DGB	1.4
	Telephone conversation with Colin Holland; receipt and review of e-mail from counsel for D'Angelo; e-mail to same;	DGB	0.7
	Further e-mail exchange with Leo Klug;	DGB	0.2

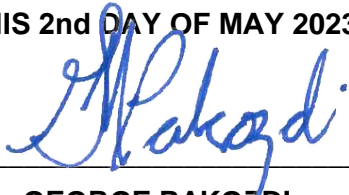
Lawyer	Rank	Hours	Rate	Total
David G. Boghosian	Partner	11.00	\$420.00	\$4,620.00
George Pakozdi	Associate	0.20	\$200.00	\$40.00
Maya Koparkar	Articling Student	1.80	\$130.00	\$234.00
TO OUR FEE:				\$4,894.00
Total HST on Fees				636.22
BALANCE DUE AND OWING:				\$5,530.22

E. & O. E.

HST Registration No: 84864 5248 RT0001

DGB/ld

**THIS IS EXHIBIT "H" REFERRED TO IN THE
AFFIDAVIT OF JAYME CORCORAN SAUNDERS
SWORN REMOTELY BEFORE ME
THIS 2nd DAY OF MAY 2023**



GEORGE PAKOZDI
A Commissioner, etc.

Court File No. CV-21-00003482-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

B E T W E E N:

2156775 ONTARIO INC. cob as D'ANGELO BRANDS

Plaintiff

and

THE REGIONAL MUNICIPALITY OF PEEL, NANDO IANNICCA,
ELAINE GILLILAND, STEVEN FANTIN, BILL FORD and KHAWER RAUF

Defendants

BILL OF COSTS

AMOUNTS CLAIMED FOR FEES AND DISBURSEMENTS

STATEMENT OF EXPERIENCE

A Claim for fees is being made with respect to the following lawyers:

Name	Years of Experience	Full Indemnity Rate	Partial Indemnity Rate
David G. Boghosian	35	\$420.00	\$275.00
George M. Pakozdi	8	\$205.00	\$135.00
Carling Chan	5	\$190.00	\$125.00

Stage	Amount (partial indemnity)
Fees and Disbursements to Date	\$13,515.98
Motion to Strike	\$10,000.00 (anticipated)
Discovery (including motion for production and motion for undertakings/refusals)	\$25,000.00 (anticipated)
Pre-trial and Mediation (including expert reports)	\$15,000.00 (anticipated)
Trial	\$125,000.00 (anticipated)
TOTAL	\$178,515.98

May 1, 2023

BOGHOSIAN + ALLEN LLP
Litigation Counsel
65 Queen Street West, Suite 1000
Toronto, Ontario
M5H 2M5

David G. Boghosian LSO# 28922P
Email: dgb@boglaw.ca
George Pakozdi LSO# 68214T
Email: gpakozdi@boglaw.ca

Tel: 416-367-5558
Fax: 416-368-1010

Lawyers for the Defendants

TO: KLUG LAW LLP
Barristers and Solicitors
100 Allstate Parkway
Suite 800
Markham, Ontario
L3R 6H3

Leo Klug
Email: leoklug@kluglaw.ca
Tel: 905-947-8771
Fax: 905-947-0529

Lawyers for the Plaintiff

2156775 ONTARIO INC. cob as D'ANGELO BRANDS
Plaintiff

-and- THE REGIONAL MUNICIPALITY OF PEEL et al.
Defendants

Court File No. CV-21-00003482-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
BRAMPTON

BILL OF COSTS

BOGHOSIAN + ALLEN LLP

Litigation Counsel
65 Queen Street West, Suite 1000
Toronto, Ontario
M5H 2M5

David G. Boghosian LSO# 28922P

Email: dgb@boglaw.ca

George Pakozdi LSO# 68214T

Email: gpakozdi@boglaw.ca

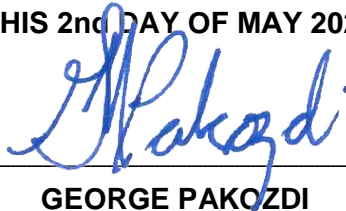
Tel: 416-367-5558

Lawyers for the Defendants

Email for party served:

Leo Klug: leoklug@kluglaw.ca

**THIS IS EXHIBIT "I" REFERRED TO IN THE
AFFIDAVIT OF JAYME CORCORAN SAUNDERS
SWORN REMOTELY BEFORE ME
THIS 2nd DAY OF MAY 2023**



GEORGE PAKOZDI
A Commissioner, etc.

MINUTES OF SETTLEMENT

BETWEEN:

**2156776 ONTARIO INC. cob as D'ANGELO BRNADS
(the "Customer")**

-and-

**THE REGIONAL MUNICIPALITY OF PEEL
(the "Region")**

WHEREAS 2156776 Ontario Inc. cob as D'Angelo Brands is the Customer of the property municipally known as 4500 Eastgate Pkwy, Mississauga, Ontario (the "Property"), and the Customer is legally obligated to pay to the Region the cost of water, waste water, and sewer surcharge services provided to the Property;

AND WHEREAS there are outstanding water, waste water, and sewer surcharge services amounts owing for the Property, under accounts # 585411000, and Customer No. 2156ONT001 in the total amount of \$2,931,417 (two million nine hundred thirty-one thousand four hundred seventeen dollars) which continues to remain unpaid as of the date of these Minutes of Settlement;

AND WHEREAS the Region has delivered a Notice of Water Disconnection, to disconnect water from the premises due to the above noted outstanding charges;

AND WHEREAS the Customer issued two Notice of Applications under court file numbers CV-19-00003197-0000 and CV-19-00002894-0000 which are ongoing as of the date of these Minutes of Settlement.

AND WHEREAS the Region and the Customer agree as follows in full and final resolution of all matters pertaining to the Applications under court file numbers CV-19-00003197-0000 and CV-19-00002894-0000.

NOW THEREFORE in consideration of the mutual terms and covenants herein contained and such good and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Customer and the Region agree as follows:

1. The parties acknowledge and agree that the Region will prepare a billing adjustment by applying an appeal rate of 71% to all wastewater and surcharge amounts charge in 2018, with the total amount of wastewater and surcharge owing for amounts charged in 2018 being adjusted from \$964,186 to \$648,556.

2. The parties acknowledge and agree that the Region will prepare a billing adjustment by applying an appeal rate of 71% to all wastewater and surcharge amounts charge in 2019, subject to financial adjustment of all 2019 charges following the Applicant's submission of a report proving reduced Sewer discharge in compliance with Part 20 of By-law 53-2010, with the total amount of wastewater and surcharge owing for amounts charged in 2019 being adjusted from \$1,227,727 to \$848,062.
3. The Parties acknowledge and agree that all late payment fees and interest charges that have been applied by the Region to accounts 585411000 and 2156ONT001, as well as all administrative charges and interest that have been applied by the City of Mississauga Municipal Tax Department to the property tax roll for the premises municipally known as 4500 Eastgate Parkway, will not be subject to any adjustment and full payment of these amounts remains the sole responsibility of the Applicant.
4. The Parties acknowledge and agree that the total amount of the billing adjustment outlined in paragraphs 1 and 2 of these Minutes of Settlement will be applied as a credit to the outstanding amounts and any amounts due on accounts 585411000 and 2156ONT001 as of the date of these Minutes of Settlement.
5. The Customer agrees to dismiss the Applications under court file numbers CV-19-00003197-0000 and CV-19-00002894-0000 on a without costs basis.
6. The Customer agrees to execute a Full and Final Release satisfactory to the Region.
7. The Parties acknowledge and agree that the Customer is required to pay all invoices for services on accounts 585411000 and 2156ONT001 delivered after November 20, 2019, by bank draft and in full on or before the payment due dates.
8. If the Customer fails to make payments as required in paragraph 7 of these Minutes of Settlement, the Region will deliver a Notice of Water Disconnection and will proceed with the disconnection of water to the premises two (2) weeks following the default on payment.
9. The Parties acknowledge and agree that the terms contained in paragraphs 7 and 8 of these Minutes of Settlement will remain in force until all arrears for the services of water, wastewater and surcharge (including the amounts transferred to the tax roll) are paid in full.
10. The Parties acknowledge that these Minutes of Settlement may be executed in multiple counterparts, and each of such counterparts taken together shall constitute one fully executed copy of the original Minutes of Settlement. Delivery of a facsimile or electronic copy of an executed counter-part of these Minutes of

Settlement shall be deemed for all purposes to be delivery of an executed original of such counterpart.

IN WITNESS WHEREOF, the parties hereto have executed these Minutes of Settlement by the hand of their proper signing officers duly authorized.

Date: Dec 5 2019

THE REGIONAL MUNICIPALITY OF PEEL

Per: [Signature]

Print Name: Kathryn Lockyer
Regional Clerk

Title: _____
I have authority to bind the corporation

Date:

Nov 22nd
2019

2156775 ONTARIO INC.
cob as D'ANGELO BRANDS

Per: [Signature]

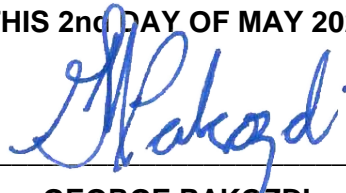
Print Name: Frank DiAngelo

Title: CEO

I have authority to bind the corporation

Document Execution No. L03-2019-7107
I/We have Authority to Bind the Regional Corporation

**THIS IS EXHIBIT "J" REFERRED TO IN THE
AFFIDAVIT OF JAYME CORCORAN SAUNDERS
SWORN REMOTELY BEFORE ME
THIS 2nd DAY OF MAY 2023**



GEORGE PAKOZDI
A Commissioner, etc.

FULL AND FINAL RELEASE

IN CONSIDERATION of the billing adjustment of SIX HUNDRED NINETY FIVE THOUSAND TWO HUNDRED NINETY FIVE DOLLARS (\$695,295.00) to be applied as a credit to accounts 585411000 and 2156ONT001, which sum is inclusive of all claims, interest, costs, disbursements and HST, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, 2156775 ONTARIO INC. COB AS D'ANGELO BRANDS (hereinafter referred to as "the Releasor") for itself and on behalf of its respective administrators, successors and assigns, hereby release and forever discharge THE REGIONAL MUNICIPALITY OF PEEL (hereinafter referred to as "the Releasee"), including its respective Regional Councilors, directors, employees, agents, successors and assigns, from any and all actions, causes of actions, claims, claims without limitation and demands for indemnity, damages, loss, or injury, howsoever arising, which heretofore may have been or may hereafter be sustained by the Releasor in consequence of wastewater services that have been provided to premises municipally known as 4500 Eastgate Parkway in the City of Mississauga, and a dispute regarding wastewater charges incurred on accounts 585411000 and 2156ONT001 up until the date of this Full and Final Release, and which is more particularly set out in applications commenced in the Ontario Superior Court of Justice, (Brampton) bearing Court File Nos CV-19-00003197-0000 and CV-19-00002894-0000.

AND FOR THE CONSIDERATION AFORESAID, the Releasor agrees not to make any claim or take any proceeding against any person, firm or corporation which might claim contribution or indemnity in law or in equity, under contract, by statute, or otherwise, from the person, persons or corporation discharged by this Release, in

respect of the matters referred to in this Release, and agree to hold harmless and indemnify the Releasee for the costs of defending any such claims for contribution or indemnity.


AND I, THE UNDERSIGNED, hereby confirm and acknowledge that this Release has been reviewed with my solicitor and that the contents of the Release are fully understood and accepted.


IT IS UNDERSTOOD AND AGREED that the said credit or promise of credit is deemed to be no admission whatsoever of liability on the part of the said Releasee.

AND FOR THE SAID CONSIDERATION, I further agree that the terms, conditions and details of this settlement shall be considered strictly confidential and shall not be disclosed to, or discussed with, any party except as required by law and/or for the purpose of seeking legal or financial advice.

IN WITNESS WHEREOF, we have hereunto set our hands this 22 day of November, 2019.

SIGNED, SEALED and DELIVERED
in the presence of


_____)
Witness
Catherine Kuraghan)


_____)
Frank D'Angelo)

CANADIAN WESTERN BANK
Applicant

-and- 2722959 ONTARIO LTD. et al
Respondents

Court File No. CV-22-00684100-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
TORONTO

AFFIDAVIT OF JAYME CORCORAN SAUNDERS

BOGHOSIAN + ALLEN LLP

Litigation Counsel
65 Queen Street West, Suite 1000
Toronto, Ontario
M5H 2M5

David G. Boghosian LSO# 28922P

Email: dgb@boglaw.ca

George Pakozdi LSO# 68214T

Email: gpakozdi@boglaw.ca

Tel: 416-367-5558

Lawyers for The Regional Municipality of Peel

Email for party served: Leo Klug: leoklug@kluglaw.ca

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

CANADIAN WESTERN BANK

Applicant

- and -

2722959 ONTARIO LTD. and 2156775 ONTARIO LIMITED

Respondents

AFFIDAVIT OF ELAINE GILLILAND

I, **ELAINE GILLILAND**, of the City of Brampton, in the Regional Municipality of Peel,
MAKE OATH AND SAY:

1. I am the Director of Water and Wastewater Operations in the Public Works Department of The Regional Municipality of Peel, and as such have knowledge of the facts to which I hereinafter depose, except where stated to be based on information and belief, and where so stated I do verily believe the information to be true.
2. The Regional Municipality of Peel is a municipal corporation incorporated pursuant to the laws of the Province of Ontario. It is responsible for the delivery of certain services, including the services and infrastructure related to water delivery and wastewater treatment.
3. 2156775 Ontario Inc. cob as D'Angelo Brands ("D'Angelo") is a manufacturer/packager of beverages and juices. During all material time, it was located at 4500 Eastgate Parkway, Mississauga, Ontario. It operated its business at this location for over 15 years.
4. D'Angelo receives water and wastewater services from Peel.
5. The provision of wastewater services by Peel is governed by By-law 53-2010, which is attached as **Exhibit "A"** to this Affidavit.

6. D'Angelo has entered into a number of Sewage Discharge Agreements with Peel, where under the agreements they can discharge wastewater that is over the limits set out in By-law 53-2010 and pay the Region to treat their high strength wastewater (also referred to as "surcharge"). The most recent such Agreement dated January 1, 2019 ("the Agreement") which was signed on behalf of D'Angelo Brands on April 5, 2019 is attached as **Exhibit "B"** to this Affidavit. Extensions to the Agreement which did not introduce any material changes were executed by the parties in 2021 and 2022.

7. D'Angelo is billed on a monthly basis for charges related to water, wastewater and stormwater services under account 585411000 (hereinafter, "Account 585"). Surcharge is billed independently, also on a monthly basis under account 2156ONT001 (hereinafter, "Account 215").

8. Pursuant to By-law 53-2010, wastewater services are charged by Peel based on 100% of the volume of water delivered to the premises.

9. Pursuant to the Agreement, the surcharge is calculated using an equation that relies on the concentration of the strength of the wastewater being discharged, the concentration of the strength of wastewater allowed under the by-law, the volume of wastewater being billed and the rate for sewage treatment as established from time to time by Peel.

10. The concentration of the strength of wastewater being discharged is determined by Peel taking samples of wastewater from the premises and sending those samples to a third party lab for analysis. Peel uses a 24 hour composite sampler to collect samples from a maintenance access hole located on the premises. The maintenance access hole is owned by the owner of the premises.

11. The third party lab follows Standard Methods for Examination of Water and Wastewater or the United States Environmental Protection Agency methods, or the Test Methods Manual Standard Methods (hereinafter, "the Standard Methods") as prescribed in By-law 53-2010, for the analysis of wastewater samples. The wastewater analysis is an indirect measure of the strength of wastewater and some variability is acceptable with the tests. These tests produce, among other results, the level of biochemical oxygen demand ("BOD") detected in the wastewater sample. The BOD is the amount of dissolved oxygen needed by aerobic

biological organisms to break down organic material in a given water sample at a certain temperature over a specific time period. The third party lab used by Peel runs samples according to lab protocol as per the Standard Methods and has built in quality control measures to validate the results of their analysis.

12. D'Angelo uses a portion of their water for bottling beverages, reducing the volume of water that is discharged as wastewater. Their production processes, however, adds additional waste to the water that is not used, such as dissolved sugar, which increases the BOD.

13. Under By-law 53-2010, industrial customers may, at their own expense, apply for a reduction in wastewater billing, which is referred to as a Wastewater Charge Appeal ("Appeal"). If an industrial customer submits prescribed documentation to prove the inflow/outflow differential, and if the amount is at least 20% less than the amount upon which the existing wastewater charge was based, the industrial customer may be approved for an Appeal.

14. Pursuant to By-law 53-2010, the industrial customer is required to provide, at their own expense, prescribed documentation annually to prove the ongoing need for the reduction. If the documents are not submitted on time, the reduction is cancelled. If a customer does not remain in compliance at all times with the provisions of all Region by-laws, the reduction can be cancelled. If a customer is at least 90 days in default of some payment to the Region in respect of that land, building or premise, the reduction can be cancelled.

15. In 2017, D'Angelo's accounts of water/wastewater and surcharge became delinquent, and staff in Peel's billing and accounts receivable department attempted to work with the company to resolve this situation.

16. By the end of January 2018, D'Angelo had accumulated overdue amounts over 90 days in both their water/wastewater/stormwater account and their surcharge account. The cumulative overdue amounts over 90 days as of January 2018 exceeded \$150,000.00. As a result, Peel began enforcement proceedings on the overdue amounts, in accordance with By-law 53-2010, and

cancelled D'Angelo's eligibility for a process that reduces the percentage of water volume used to calculate wastewater charges.

17. During 2018 and 2019, D'Angelo continued to be delinquent on Accounts of 585 and 215. Attached hereto and marked as **Exhibit "C"** is a copy of Pre-Tax letters sent to the property owner, dated December 10, 2018, April 12, 2019, June 3, 2019 and November 4, 2019.

18. On July 11, 2019, Peel delivered a Notice of Water Disconnection to D'Angelo and the property owner, advising that the water service to 4500 Eastgate Parkway would be disconnected on August 15, 2019 unless payment or satisfactory arrangements for payment of the total amount past due of \$2,125,973.53 was made before this date.

19. In response, D'Angelo issued an Application seeking an injunction against the disconnection. Peel agreed to postpone the disconnection date in order to address the issues raised in that Application.

20. Although sporadic payments towards the arrears have been made by D'Angelo over the last few years, the majority of cheques that were delivered to Peel in 2018 and 2019 were returned by the bank for non-sufficient funds. The amounts that were deposited at the bank in 2018 and 2019 were not sufficient to keep current on any of the accounts. Accordingly, D'Angelo's debt for water/wastewater/stormwater (Account 585) and surcharge (Account 215) accrued at a significant rate up to the end of 2019.

21. Despite the significant accrued debt, in the Fall of 2019, Peel agreed to resolve the litigation and water disconnection matter with D'Angelo on the following basis:

- (a) D'Angelo would dismiss the litigation without costs;
- (b) The Region would apply a billing adjustment to the wastewater/surcharge charges reducing the volume of wastewater charged to 71%;

- (c) There would be no adjustment to the late payment fees and interest charged by the Region, or any administrative charges and interest applied by the City of Mississauga;
- (d) The billing adjustment would be applied as a credit to D'Angelo's arrears;
- (e) The Region would not disconnect water to the premises on the condition that D'Angelo will keep current on all future invoices with payments by bank draft, failing which will result in prompt disconnection of water two weeks following default; and
- (f) D'Angelo would execute a full and final release in a form acceptable to the parties.

22. This settlement agreement was executed by D'Angelo on November 22, 2019 and approved by Peel's Regional Council and executed by it on December 5, 2019.

23. This agreement allowed D'Angelo to continue receiving water to operate their business, and significantly reduced the debt owed to the Region with an amount of almost \$700,000 applied as a credit (from the wastewater charge adjustment) to the arrears.

24. This agreement requires that D'Angelo not accrue any further debts on the accounts. D'Angelo was required to pay all invoices delivered after November 19, 2019 by bank draft, in full and on time, otherwise they would subject to a water disconnection until the overdue amounts are paid.

25. After November 2019, D'Angelo did not meet this requirement. By March 11, 2020, D'Angelo had accrued a combined overdue amount of \$363,505.07 on both accounts. Accordingly, a Notice of Water Disconnection letter was issued on March 11, 2020, which is attached as **Exhibit "D"**.

26. With respect to water/wastewater/stormwater billing, the Region introduced a grace period where no late payment charges would be applied to water/wastewater/stormwater bills between

April 1, 2020 and June 30, 2020 in light of the pandemic. The Region did not suspend any other enforcement processes.

27. Significant debt had accrued on D'Angelo's accounts between November 2019 and April 2020 and a third Notice of Water Disconnection was issued on April 13, 2020, which is attached as **Exhibit "E"**. At this time the overdue amounts totalled \$435,064.53.

28. D'Angelo did not make full payment of all overdue amounts before the deadline of April 27, 2020, and the water was disconnected on April 27, 2020.

29. On May 1, 2020, D'Angelo made payments that satisfied the full overdue amount as indicated in the April 13, 2020 Notice, and water was reconnected to the premises that same day. D'Angelo continued to be delinquent on their accounts in May, June and July 2020, resulting in a fourth Notice of Disconnection being delivered on August 5, 2020, attached as **Exhibit "F"**. At this time, the combined overdue amounts on both accounts totalled \$152,667.61.

30. D'Angelo has made payments towards this balance but did not make full payment on the overdue amounts before the deadline date of August 19, 2020. A Disconnection Notice was delivered to D'Angelo Brands, however, water to the premises was not disconnected as D'Angelo Brands made a series of payments in August and September 2020 to bring the accounts into good standing.

31. D'Angelo's accounts continued to become regularly delinquent following which Peel delivered disconnection notices on September 10, October 2, November 3 (re-delivered November 17), 2020; January 6, February 2, March 4, March 30, June 8, July 21, August 10 and October 7, 2021; and June 2, 2022. Disconnection due to non-payment was averted when D'Angelo Brands delivered payments on the eve of the disconnection dates with the exception of March 2022 when, rather than issuing a Notice of Disconnection, Peel wrote to D'Angelo Brands and its landlord advising that the accumulated arrears up to that date (\$729,138.12) would be added to the tax roll for the premises (the technical date of transfer of this debt onto the tax roll was July 2022). Peel did not shut off the water to D'Angelo Brands due to non-payment at any time from April 27, 2020 up until D'Angelo Brands ceased operations on or about June 1, 2022.

32. Attached hereto as **Exhibit “G”** is a spreadsheet prepared by Peel staff in the billing department, detailing all charges, adjustments and payments made for both account 585411000 and 2156ONT001 from March 2020 to present. I verily believe that as of June 2022, further arrears had accumulated since March 2022 of \$124,649.97 in the water/wastewater/stormwater account (Account 585) and \$37,295 in the sewer surcharge account (Account # 215), for a total of \$161,945.34. That total amount was transferred to the tax roll in December 2022.

33. Peel does not often proceed with water disconnection as an enforcement of overdue amounts, and only does so when no other enforcement mechanism is effective.

34. D’Angelo purports to complain about “excessive and duplicate billings” as a result of improper billing practices and excessive BOD readings.

35. In none of the 3 Statements of Claim for which a lifting of the stay is sought does D’Angelo set out any particulars of the manner in which Peel’s wastewater billings have been “excessive and duplicate” other than the excessive BOD readings. All other allegations amount to bare assertion. In response to D’Angelo’s complaints and the 3 actions, Peel has reviewed and re-reviewed its billings to D’Angelo and found no significant errors or any duplicate billing. Nor has any evidence of this been put forward by D’Angelo on this motion.

36. With respect to the allegedly excessive BOD readings, D’Angelo Brands relies on sampling and analysis undertaken by Gelda Scientific and Industrial Development Corporation (“Gelda”). Contrary to Mr. D’Angelo’s assertion at paragraph 42 of his Affidavit sworn April 27, 2023 that D’Angelo has produced “experts [sic] reports and from external and internal laboratories questioning the BOD readings from Peel employees and the excessive invoices”, the only lab reports that have been produced regarding the BOD readings are from Gelda (D’Angelo has also produced a “surcharge study” from Swara Controls Inc., but this study simply purports to perform surcharge calculations on the basis of the readings produced by Gelda and D’Angelo’s own internal readings; it does not appear that Swara conducted any independent BOD testing). Having reviewed Gelda’s BOD reports, I can state with confidence that they are invalid and/or inadequate

to support D'Angelo's allegations of excessive wastewater surcharge billings resulting from faulty BOD testing in the actions for at least the following reasons:

- (a) The sampling and analysis were not completed in accordance with the Standard Methods as required by By-law 53-2010;
- (b) The analysis performed on the wastewater samples is not within Gelda's scope of accreditation;
- (c) The Plaintiff and Gelda failed to document a proper chain of custody of the wastewater samples.

37. On the other hand, with respect to the BOD sampling and analysis undertaken by Peel:

- (a) the sampling was completed in accordance with the Standard Methods as required by By-law 53-2010;
- (b) Peel staff responsible for carrying out the sampling are all experienced and trained in their field;
- (c) the third-party lab processes for analyzing the wastewater samples were in accordance with lab protocols as per the latest edition of the Standard Methods as set out in By-law 53-2010, and has built in quality control measures to validate the results of its analysis;
- (d) Peel staff responsible for recording and reviewing the results received from the third-party lab and calculating the wastewater volumes and charges pursuant to the Agreement are all experienced and trained in their field.

38. It is important to note that a significant portion of the unpaid invoices and arrears on Account 585 is for the supply of water and stormwater flows, in addition to wastewater volumes. D'Angelo has never disputed the stormwater service billings and in his affidavit sworn on August 6, 2019 at paragraph 10, Frank D'Angelo, the principal of D'Angelo

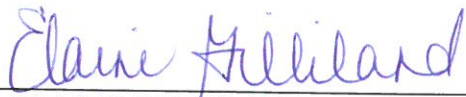
Brands, stated that he takes no issue with and has never taken any issue with the amount charged D'Angelo by Peel for water supply through Account 585, which charges are based on an inflow meter which he accepts the readings of. The complete non-payment of the invoices on Account 585 since November 2019 by D'Angelo until after its water connection was terminated, or was threatened to be terminated, has included the water and stormwater flows, despite D'Angelo having no issues with these. The water, wastewater and storm water charges are all identified separately by line item on the invoices in Account 585 sent by Peel to D'Angelo.

39. I swear this Affidavit in response to a motion to lift the stay of proceedings and for no other or improper purpose.

~~remotely~~ ^{in person} SWORN by Elaine Gilliland at the City of Brampton, before me at the City of Brampton, on April 28, 2023.



JAYME CORCORAN SAUNDERS
A Commissioner, etc.

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ELAINE GILLILAND

THIS IS EXHIBIT "A" REFERRED TO IN THE
AFFIDAVIT OF ELAINE GILLILAND
SWORN REMOTELY BEFORE ME
THIS 28 DAY OF APRIL 2023



JAYME CORCORAN SAUNDERS
A Commissioner, etc.

THE REGIONAL MUNICIPALITY OF PEEL

BY-LAW NUMBER 53-2010

A by-law to regulate the discharge of matter into the sanitary and storm sewage systems of the Regional Municipality of Peel and making provision for the establishment of sewer rates and charges on persons for such services or activities, pursuant to the Municipal Act, 2001, S.O. 2001, c. 25 and to repeal By-law Numbers 9-1975, 64-1976, 19-1977, 153-1977, 137-1978, 11-1979, 40-1980, 51-1980, 30-1981, 13-1982, 45-1982, 17-1983, 94-1985, 90-1990, 9-1991, 96-1991, 36-1992, 135-1992, 110-1996, 51-1998, 71-1999, 25-2002 and 53-2002.

WHEREAS section 11 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, (the "Act") provides that The Regional Municipality of Peel (the "Region") shall have exclusive responsibility for collection of sanitary sewage and sewage treatment within the Regional area;

AND WHEREAS, section 11 of the *Act* provides that the Region shall have responsibility with respect to collection of storm water and other drainage from land;

AND WHEREAS, section 8 of the *Act* provides that the Region has broad authority to enable it to govern its affairs as it considers appropriate;

AND WHEREAS, this broad authority includes the authority to pass by-laws to regulate or prohibit, require persons to do things and provide for a system of licenses respecting connections to sewage works and the discharge of any matter into sewage works;

AND WHEREAS, section 391 of the *Act* provides that the Region may impose fees or charges on persons for services or activities provided or done by or on behalf of it;

AND WHEREAS, section 425 of the *Act* provides that the Region may pass by-laws providing that a person who contravenes a by-law of the Region is guilty of an offence;

NOW THEREFORE, the Council of The Regional Municipality of Peel enacts as follows:

Part 1 – Definitions

1. In this By-law:

- (a) **"Acute Hazardous Waste Chemical"** means an acute hazardous waste chemical within the meaning of Regulation 347;
- (b) **"Application for Waste Discharge Review"** means an application to the Commissioner, required for proposed changes in discharges;
- (c) **"Approved Alternative Method"** means a method, other than an Approved Device, approved by the Commissioner, to measure the volume of water or Sewage for purposes an appeal of a Wastewater Charge;
- (d) **"Approved Device"** means a non-resettable device, approved by the Commissioner, used to measure the volume of water or Sewage for purposes of an appeal of a Wastewater Charge;
- (e) **"Biochemical Oxygen Demand"** means the five-day biochemical oxygen demand which is the determination of the molecular oxygen utilized during a five-day incubation period for the biochemical degradation of organic material (carbonaceous demand), including the oxygen used to oxidize inorganic material such as sulphides and ferrous iron, and where an inhibiting chemical has been added to prevent ammonia oxidation, determined in accordance with Standard Methods;
- (f) **"Biosolids"** means organic solid material recovered from the wastewater treatment process;
- (g) **"Blowdown Water"** means re-circulating water that is discharged from a cooling or heating water system for the purpose of controlling the level of water in the system or for the purpose of discharging from the system materials contained in the system, the further build-up of which would or might impair the operation of the system;
- (h) **"Certificate of Approval"** means a document issued by the Ministry of the Environment in accordance with the Environmental Protection Act;
- (i) **"Combined Sewer"** means a Sewer intended to function simultaneously as a Storm Sewer and a Sanitary Sewer;
- (j) **"Combustible Liquid"** means a liquid that has a flash point not less than 37.8 degrees Celsius and not greater than 93.3 degrees Celsius;
- (k) **"Commissioner"** means the Commissioner of Public Works of the Region of Peel and includes his or her delegate;
- (l) **"Compliance Program"** means a program in which a non-compliant Discharger enters into a Discharge Agreement with the Region in order to give the Discharger a reasonable amount of time to achieve compliance with this By-law;

- (m) "**Compliance Program with Monetary Concession**" means, a Compliance Program in which a Discharger undertakes to carry out works or improvements to reduce the effects of the Matter discharged to the Sanitary Sewer, with costs of the works, improvements and treatment offset by reductions in the compensation paid to the Region;
- (n) "**Composite Sample**" means a volume of Sewage, Storm Water or Uncontaminated Water made up of two or more Grab Samples that have been combined automatically or manually and taken at intervals during the sampling period;
- (o) "**Connection**" means the part or parts of any pipe or system of pipes leading directly to a Sewage Works;
- (p) "**Contact Cooling Water**" means Cooling Water that comes into contact with any raw material, intermediate product, finished product, byproduct or waste product of an Industrial process;
- (q) "**Cooling Water**" means water that is used in an Industrial process for the purpose of removing heat, but does not include Blowdown Water;
- (r) "**Customer**" means any Owner, Operator or occupant of any land, building or premise connected to or having access to the Sanitary Sewer;
- (s) "**Discharge Agreement**" means a legal agreement made between the Region and a Person pursuant to the provisions of this By-law and includes a Surcharge Agreement, a Restrictive Agreement and agreements entered into pursuant to a Compliance Program or a Compliance Program with a Monetary Concession;
- (t) "**Discharger**" means a Person in occupation or having the charge, management, or control of a premise which discharges to a Sanitary Sewer or Storm Sewer, Sewage, Storm Water or Uncontaminated Water to which this By-law applies;
- (u) "**Enforcement Officer**" means a person authorized by the Council of the Region and designated by By-law 49-2001, as amended or replaced from time to time, to conduct inspections, make observations, obtain samples and make measurements for the purposes of the enforcement of this By-law;
- (v) "**Environmental Protection Act**" means the Environmental Protection Act, R.S.O 1990, c. E.19 as amended or replaced from time to time;
- (w) "**Flat Rate**" means the rate established annually as found in the Wastewater System Fees and charges (Sewer Use Rates) By-law;
- (x) "**Fuel**" means alcohol, gasoline, naphtha, diesel fuel, fuel oil or any other ignitable substance intended for use as a fuel;
- (y) "**Gallon**" means an imperial gallon or its metric equivalent (0.0045 cubic metres);
- (z) "**Grab Sample**" means a portion of the discharge from or deposit to the Sewage Works, taken at a Maintenance Access Hole or another location established pursuant to subsection 8(3) of this By-law;
- (aa) "**Ground Water**" means water contained within the earth;
- (bb) "**Ground Water Drainage System**" means a drainage system installed to drain accumulated Ground Water from around the foundation of a building;
- (cc) "**Hauled Sewage**" means waste removed from a Sewage system, including a cesspool, a septic tank system, a privy vault or privy pit, a chemical toilet, a portable toilet, a sewage holding tank or a Sewage Works;
- (dd) "**Hauled Waste**" means any Sewage which is non-human in origin and which is transported to and deposited into any location in the Sewage Works, but excludes Hauled Sewage;
- (ee) "**Hazardous Industrial Waste**" means hazardous industrial waste within the meaning of Regulation 347;
- (ff) "**Hazardous Waste Chemical**" means a hazardous waste chemical within the meaning of Regulation 347;
- (gg) "**Ignitable Waste**" means ignitable waste within the meaning of Regulation 347;
- (hh) "**Industrial**" means of, or pertaining to, industry, manufacturing, commerce, trade, business or institutions as distinguished from Residential;
- (ii) "**Industrial Process Area**" means any Industrial building, property or land area which during manufacturing, processing or storage comes into direct contact with any raw material, intermediate product, finished product, by-product, or waste product of an Industrial process;
- (jj) "**Industrial Sewage**" means Sewage discharged into a Sanitary Sewer from an Industrial Process Area;

- (kk) **"Inflow/Outflow Differential"** means the variance between the volume of water recorded by one or more Approved Devices deemed to measure all water entering a site and the volume of water recorded by an Approved Device or Approved Alternative Method entering a Sanitary Sewer from the site;
- (ll) **"Lateral"** or **"Lateral Connection"** means the drainage pipe, connected to the Sewer system which is designed to carry Sewage from a premise and includes the pipes on private property usually referred to as the building sewer;
- (mm) **"Maintenance Access Hole"** means an access point, owned by the Owner of the land upon which it is located, in a Private Sewer Connection to allow for observation, sampling and flow measurement of the Sewage, Uncontaminated Water or Storm Water therein;
- (nn) **"Matter"** includes any solid, liquid or gas;
- (oo) **"Multiple Municipal Sewer Connection"** means a Municipal Sewer Connection servicing two or more premises;
- (pp) **"Municipal Sewer Connection"** means that part of any drain leading from a Private Sewer Connection to a Sewer and located within the limits of the public road allowance, or other public lands or public land interests held for Sewer purposes;
- (qq) **"Non-contact Cooling Water"** means Cooling Water which does not come into contact with any raw material, intermediate product, finished product, by-product or waste product, other than heat, of an Industrial process;
- (rr) **"Owner"** or **"Operator"** means the owner or operator of any facility, premises or activity subject to the provisions of this By-law;
- (ss) **"Pathological Waste"** means pathological waste within the meaning of Regulation 347, or any material which may be designated in writing by the Chief Medical Officer of Health (Ontario);
- (tt) **"PCB"** means and monochlorinated or polychlorinated biphenyl waste within the meaning of Regulation 347;
- (uu) **"Person"** includes an individual, sole proprietorship, association, partnership, corporation, municipality, Provincial or Federal Agency or an agent or employee of such a Person;
- (vv) **"Pesticide"** means a pesticide regulated under the Pesticides Act, R.S.O. 1990, c. P.11, as amended or replaced from time to time;
- (ww) **"Pollution Prevention Plan"** means a required plan that identifies Industrial operations or activities and specified pollution prevention methods to be implemented within a time frame specified by the Region;
- (xx) **"Private Branch Drain"** means a drainage pipe connected directly or indirectly to a Sanitary Sewer, but not connected directly or indirectly to a Storm Sewer;
- (yy) **"Private Sewer Connection"** means that part of any drain or system of drains, including drains or Subsurface Drainage Pipe for surface or subsurface drainage of the land in or adjacent to a building, lying within the limits of the land, owned by the Owner of such land, and leading to a Municipal Sewer Connection;
- (zz) **"Rain Water Leader"** or **"Downspout"** means a pipe inside or outside a building that conveys Storm Water from the roof of the building to a place for disposal;
- (aaa) **"Reactive Waste"** means a reactive substance within the meaning of Regulation 347;
- (bbb) **"Region"** means The Regional Municipality of Peel;
- (ccc) **"Regulation 347"** means R.R.O. 1990, Regulation 347 made under the Environmental Protection Act;
- (ddd) **"Residential"** means of or pertaining to a dwelling or dwellings of a domestic nature as distinguished from Industrial, but includes situations of mixed Residential and non-Residential elements where, in the opinion of the Commissioner, the non-Residential element is clearly incidental and accessory to the Residential element, and also includes a swimming pool which is clearly part of a Residential element;
- (eee) **"Residential Sewage"** means Sewage discharged into a Sanitary Sewer from Residential premises;
- (fff) **"Restrictive Agreement"** means a Discharge Agreement where limits are put on the amount of material that is discharged to the Sewage Works when the discharge of material may have an effect on the operation, repair, replacement, capacity or maintenance of the Sewage Works;
- (ggg) **"Sanitary Sewer"** means a Sewer for the collection and transmission of Residential or Industrial Sewage or any combination thereof;

- (hhh) "**Severely Toxic Waste**" means any contaminant listed in Schedule 3 of Regulation 347 or waste containing such a contaminant;
- (iii) "**Sewage**" means any Matter containing organic, inorganic, animal, vegetable, mineral or synthetic Matter in solution or in suspension and includes things that float, but does not include Storm Water or Uncontaminated Water;
- (jii) "**Sewage Works**" means any Region works for the collection, transmission, treatment or disposal of Sewage, Storm Water or Uncontaminated Water or drainage from land or a Watercourse, including a Sanitary Sewer, Storm Sewer or Combined Sewer, or any part of such works, but does not include plumbing or other works to which the Building Code Act, 1992, S.O. 1992, c. 23, as amended or replaced from time to time, applies;
- (kkk) "**Sewer**" means a pipe, conduit, drain, open channel or ditch for the collection and transmission of Sewage, Storm Water or Uncontaminated Water, or any combination thereof owned and/or controlled by the Region;
- (lll) "**Spill**" means a direct or indirect discharge into the Sewage Works or the natural environment which is abnormal in quantity or quality in light of all the circumstances of the discharge;
- (mmm) "**Standard Methods**" means a procedure or method set out in the latest edition of the "Standard Methods for the Examination of Water and Wastewater" published jointly by the American Public Health Association, American Water Works Association and the Water Environment Federation;
- (nnn) "**Storm Sewer**" means a Sewer for the collection and transmission of Uncontaminated Water, Storm Water, drainage from land or from a Watercourse or any combination thereof for which the Region is responsible;
- (ooo) "**Storm Water**" means water from rainfall or other natural precipitation, from the melting of snow or ice, or from drainage;
- (ppp) "**Storm Water Leader**" means a pipe inside or outside a building that conveys Storm Water from a basement or driveway of a building or premise to a place for disposal;
- (qqq) "**Subsurface Drainage Pipe**" means a pipe that is installed underground to intercept and convey subsurface water, and includes foundation drain pipes;
- (rrr) "**Surcharge Agreement**" means a Discharge Agreement where Matter that would otherwise be prohibited by the by-law would be allowed to be discharged to an extent fixed by the agreement in exchange for payment to compensate the Region for additional costs of operation, repair, replacement or maintenance of the Sewage Works;
- (sss) "**Uncontaminated Water**" means water with a level of quality which is typical of potable water supplied by the Region to which no Matter is added intentionally or unintentionally;
- (ttt) "**Waste Disposal Site Leachate**" means the liquid containing dissolved or suspended contaminants which emanates from waste in a waste disposal site and is produced by water percolating through the waste or by liquid in the waste;
- (uuu) "**Waste Radioactive Prescribed Substance**" means uranium, thorium, plutonium, neptunium, deuterium, their respective derivatives and compounds and such other substances as the Canadian Nuclear Safety Commission may by regulation designate as being capable of releasing atomic energy or as being requisite for the production, use or application of atomic energy;
- (vvv) "**Waste Survey Report**" means a report on the Industrial processes and discharges from a premise, in a form as approved by the Commissioner from time to time;
- (www) "**Wastewater Charge**" means a charge for services and activities provided or done by or on behalf of the Region in respect of the operation and maintenance of the Region's Sewage Works, and includes charges for depreciation, deferred maintenance, reserves for any such purpose, capital costs and debt charges, but does not include any existing frontage charges, connection charges or charges collected through local improvement charges;
- (xxx) "**Wastewater Rate**" means the annual rate as found in the Region's by-law that established in Wastewater System Fees and Charges;
- (yyy) "**Water Meter**" means a device owned by the Region to measure the quantity of water flowing through the water service pipe and includes the register and any and all wires and other devices for remote reading of the same;
- (zzz) "**Watercourse**" means an open channel, ditch or depression either natural or artificial, in which flow of water occurs either continuously or intermittently.

Part 2 – Sanitary Sewer Requirements

2. (1)

No Person shall, directly or indirectly, discharge or deposit or cause or permit the discharge or deposit of Matter into a Sanitary Sewer or Combined Sewer or into a Connection to a Sanitary Sewer or a Connection to a Combined Sewer in circumstances where:

1. to do so may cause or result in:

- (a) a health or safety hazard to a person authorized by the Commissioner to inspect, operate, maintain, repair or otherwise work on a Sewage Works;
- (b) an offence under any Federal or Provincial legislation (including regulations), including, but not limited to, the Ontario Water Resources Act, R.S.O. 1990, c. O.40, as amended from time to time, or the Environmental Protection Act, or any regulation made under such Acts from time to time;
- (c) failure of Biosolids from the Sewage Works to which the Sanitary Sewer or Combined Sewer connects, directly or indirectly, to meet the objectives and criteria as listed in the Ministry of the Environment publication entitled "Guidelines for the Utilization of Biosolids and Other Wastes on Agricultural Land" dated March 1996, as amended from time to time;
- (d) interference with the operation or maintenance of a Sewage Works, or impairment or interference with any treatment process;
- (e) a hazard to any person, animal, property or vegetation;
- (f) emanation of an offensive odour from the Sanitary Sewer, Combined Sewer or Sewage Works and without limiting the generality of the foregoing, emanation of an offensive odour from Sewage containing hydrogen sulphide, carbon disulphide, or other reduced sulphur compounds, amines or ammonia in such quantity as may cause an offensive odour;
- (g) damage to Sewage Works infrastructure;
- (h) an obstruction or restriction to the flow in the Sewage Works; or
- (i) failure of any air emission from the Sewage Works to comply with Certificate of Approval requirements or other Federal or Provincial legislation (including regulations);

2. the Sewage has one or more of the following characteristics:

- (a) a pH less than 5.5 or greater than 10;
- (b) two or more separate liquid layers; or
- (c) a temperature greater than 60 degrees Celsius;

3. the Sewage contains:

- (a) Acute Hazardous Waste Chemical;
- (b) Combustible Liquid
- (c) Dye or colouring material which may or could pass through a Sewage Works and discolour the Sewage Works effluent;
- (d) Fuel;
- (e) Hauled Sewage, except where:
 - (i) the carrier of the Hauled Sewage is a waste management system operating under a Certificate of Approval or Provisional Certificate of Approval issued under the *Environmental Protection Act* or a regulation under it or is exempt from the requirement to have a Certificate or Provisional Certificate of Approval;
 - (ii) a copy of the most recent Certificate of Approval or Provisional Certificate of Approval and any amendments are provided to the Commissioner;
 - (iii) the carrier meets all conditions for discharge set from time to time by the Region, with respect to the haulage of Sewage; and
 - (iv) the carrier meets all conditions established by the Region's Hauled Sewage policy;
- (f) Hauled Waste, except where:
 - (i) the carrier of the Hauled Waste is a waste management system operating under a Certificate of Approval or Provisional Certificate of Approval issued under the *Environmental Protection Act* or is exempt from the requirement to have a Certificate or Provisional Certificate of Approval;
 - (ii) a copy of the most recent Certificate of Approval or Provisional Certificate of Approval and any amendments are provided to the Commissioner;
 - (iii) the Hauled Waste meets the conditions set out in paragraphs 23(3)(c) and 25(5)(b) of *Regulation 347*; and
 - (iv) the carrier meets all conditions for discharge set from time to time by the Region with respect to the haulage of waste;
- (g) Ignitable Waste;
- (h) Hazardous Industrial Waste;
- (i) Hazardous Waste Chemical;
- (j) Pathological Waste;
- (k) PCB except where:
 - (i) the Person has a Certificate of Approval for a mobile site or PCB mobile waste disposal system issued under the *Environmental Protection Act* or where the Person is claiming exemption under a regulation and has demonstrated to the Commissioner that the conditions of the exemption are met;
 - (ii) a copy of the most recent Certificate of Approval or Provisional Certificate of Approval and any amendments are provided to the Commissioner; and
 - (iii) the Person has written approval from the Commissioner for the discharge of the PCB to the Sewage Works;
- (l) Pesticide;
- (m) Reactive Waste;
- (n) Severely Toxic Waste;
- (o) Waste Radioactive Prescribed Substance, except where:

- (i) the Waste Radioactive Prescribed Substance is being discharged under a valid and current license issued by the Canadian Nuclear Safety Commission or its successor; and
 - (ii) a copy of the license has been provided to the Commissioner;
 - (p) Waste Disposal Site Leachate, except where:
 - (i) the Person has prior written approval from the Commissioner which authorizes the discharge or deposit of the Waste Disposal Site Leachate to the Sewage Works; and
 - (ii) a Certificate of Approval, Provisional Certificate of Approval or order has been issued which includes a provision for the disposal of Waste Disposal Site Leachate to a Sewage Works, and a copy of the Certificate of Approval, Provisional Certificate of Approval or order is provided to the Commissioner, or where the Person is claiming an exemption pursuant to a regulation, and has demonstrated to the Commissioner that the conditions of the exemption are being met; or
 - (q) solid or viscous substance;
4. (1) the Sewage contains a concentration, expressed in milligrams per litre, in excess of any one or more of the limits for any one or more of the parameters in Table 1 of this By-law entitled "Limits for Sanitary Sewer Discharge" except where:
- (a) the discharge is in accordance with a Discharge Agreement or a Compliance Program or expressly authorized in writing by the Commissioner in accordance with this By-law prior to the discharge; and
 - (b) all fees required under a Discharge Agreement have been paid.
- (2) The discharge of Storm Water, Uncontaminated Water or Non-contact Cooling Water to a Sanitary Sewer is prohibited except in an emergency situation where the Commissioner has provided either verbal or written approval prior to the emergency discharge, or, in a non-emergency situation, where the Commissioner has provided prior written approval for a non-emergency discharge and the Person discharging is complying with the terms and conditions of the approval.
- (3) The discharge to a Sanitary Sewer or Combined Sewer of water originating, directly or indirectly, from a source other than the Region water supply, including inflow and infiltration, is prohibited unless:
1. the discharge was expressly authorized in writing by the Commissioner, prior to the discharge, in accordance with conditions adopted by the Region from time to time, and the Person discharging is complying with the terms and conditions of the approval; or
 2. the discharge is in accordance with a Discharge Agreement and all fees required under the Discharge Agreement have been paid.

Table 1 – Limits for Sanitary Sewer Discharge

Parameter	Limit (mg/L)
Biochemical Oxygen Demand (BOD5)	300
Total Cyanide	2
Fluoride	10
Total Kjeldahl Nitrogen	100
Phenolics (4AAP)	1.0
Total Phosphorus	10
Solvent Extractable Matter – Mineral/Synthetic	15
Solvent Extractable Matter – Animal/Vegetable	150
Total Suspended Solids	350
Total Aluminum	50
Total Antimony	5
Total Arsenic	1
Total Cadmium	0.7
Total Chromium	5
Total Cobalt	5
Total Copper	3
Total Lead	3
Total Manganese	5
Total Mercury	0.01
Total Molybdenum	5
Total Nickel	3
Total Selenium	1
Sulphate	1500
Chloroform	0.04
1,2-Dichlorobenzene	0.05
1,4-Dichlorobenzene	0.08
Cis-1,2-Dichloroethylene	4
Trans-1,3-Dichloropropylene	0.14

Ethyl benzene	0.16
Total Silver	5
Total Tin	5
Total Titanium	5
Total Zinc	3
Benzene	0.01
Methylene chloride	2
1,1,2,2-Tetrachloroethane	1.4
Tetrachloroethylene	1
Toluene	0.27
Trichloroethylene	0.4
Xylenes	1.4
Di-n-butyl phthalate	0.08
Bis (2-ethylhexyl) phthalate	0.012
PCBs	0.001
Methyl Ethyl Ketone	8.0
Styrene	0.2
Nonylphenols	0.02
Nonylphenol Ethoxylates	0.2

Part 3 - Prohibition of Dilution

3. No Person shall directly or indirectly discharge or deposit or cause or permit the discharge or deposit of Sewage into a Sanitary Sewer, Storm Sewer, Combined Sewer, Municipal Sewer Connection, Multiple Municipal Sewer Connection or Private Sewer Connection in circumstances where water has been added to the discharge for the purposes of dilution to achieve compliance with Part 2 or Part 4 of this By-law.

Part 4 – Storm Sewer Requirements

4. (1) No Person shall directly or indirectly discharge or deposit or cause or permit the discharge or deposit into or in any land drainage work, Private Branch Drain or Connection to any Storm Sewer, Matter of any type which may:
1. interfere with proper operation of a Storm Sewer;
 2. obstruct or restrict a Storm Sewer or the flow therein;
 3. damage a Storm Sewer;
 4. result in any hazard or other adverse impact to any person, animal, property or vegetation;
 5. contravene or result in the contravention of any Federal or Provincial legislation (including regulations), including but not limited to the *Fisheries Act*, R.S.C. 1985, c. F-14, as amended from time to time, with respect to the Storm Sewer and/or discharge from the Storm Sewer into a Watercourse;
 6. contravene or result in the contravention of a Certificate of Approval or Provisional Certificate of Approval issued under the *Ontario WaterResources Act* or the *Environmental Protection Act* with respect to the Storm Sewer or its discharge;
 7. have one or more of the following characteristics:
 - (a) visible film sheen or discoloration;
 - (b) two or more separate layers;
 - (c) a pH less than 6.0 or greater than 9.0; or
 - (d) a temperature greater than 40 degrees Celsius;
 8. contain one or more of the following:
 - (a) Acute Hazardous Waste Chemical;
 - (b) Blowdown Water;
 - (c) Combustible Liquid;
 - (d) floating debris;
 - (e) Fuel;
 - (f) Hauled Sewage;
 - (g) Hauled Waste;
 - (h) Hazardous Industrial Waste;
 - (i) Hazardous Waste Chemical;
 - (j) Ignitable Waste;
 - (k) Pathological Waste;
 - (l) Pesticide;
 - (m) Reactive Waste;
 - (n) Severely Toxic Waste;
 - (o) Sewage;
 - (p) Waste Radioactive Prescribed Substance;

- (q) Waste Disposal Site Leachate;
 - (r) Contact Cooling Water;
 - (s) a substance from raw material, intermediate product, finished product, by-product or waste product of an Industrial process; or
 - (t) a substance used in the operation or maintenance of an Industrial site;
9. contain *E. coli* colonies in excess of 200 cfu per 100 milliliters;
 10. contain contaminants from raw material, intermediate product, finished product, by-product or waste product of an Industrial process;
 11. contain a concentration, expressed in milligrams per litre, in excess of any one or more of the limits, for any one or more of the parameters in Table 2 of this By-law entitled "Limits for Storm Sewer Discharge"; or
 12. contain fecal coliform in any amount.
- (2) If required by written notice from the Commissioner, the Person who is the Owner or Occupier of a premise shall, in accordance with such written notice, perform or undertake one or more of the following activities addressing the discharge of Storm Water from the premise:
1. a study on Storm Water quality and/or quantity;
 2. modification and/or construction of Storm Water facilities for which the Region is responsible;
 3. development and implementation of Best Management Practices (BMP);
 4. adoption and implementation of pollution prevention techniques and measures; or
 5. any other activity set out in the notice.

Table 2 – Limits for Storm Sewer Discharge

Parameter	Limit (mg/L)
Biochemical Oxygen Demand (BOD5)	15
Total Cyanide	0.02
Total Kjeldahl Nitrogen	1
Phenolics (4AAP)	0.008
Total Phosphorus	0.4
Total Suspended Solids	15
Total Arsenic	0.02
Total Cadmium	0.008
Total Chromium	0.08
Total Copper	0.05
Total Lead	0.120
Total Manganese	0.05
Total Mercury	0.0004
Total Nickel	0.08
Total Selenium	0.02
Total Silver	0.12
Total Zinc	0.04
Benzene	0.002
Chloroform	0.002
1,2-Dichlorobenzene	0.0056
1,4-Dichlorobenzene	0.0068
Cis-1,2-Dichloroethylene	0.0056
Trans-1,3-Dichloropropylene	0.0056
Ethyl benzene	0.002
Methylene chloride	0.0052
1,1,2,2-Tetrachloroethane	0.017
Tetrachloroethylene	0.0044
Toluene	0.002
Trichloroethylene	0.008
Xylenes	0.0044
Di-n-butyl phthalate	0.015
Bis (2-ethylhexyl) phthalate	0.0088
PCBs	0.0004

Part 5 – Reporting of Site Information by Discharger

5. (1)

Any Person discharging to a Sewage Works shall complete and submit a Waste Survey Report, in a format as required by the Commissioner, to the Commissioner within 60 days of written notification by the Commissioner requiring such Waste Survey Report.

- (2) Where an Industrial Discharger has submitted a Waste Survey Report, the Discharger shall provide written notice to the Commissioner of any change in the information provided in the initial report within 30 days of such change and such notice shall include any change to the operation, process, or wastewater treatment facility as well as analyses of all waste stream discharges.

Part 6 – Discharge Agreements

6. (1) Subject to subsections (2), (3) and (4), the discharge or deposit of Matter by a Person into or in any Connection to any Sanitary Sewer or Combined Sewer that would otherwise be prohibited by this By-law may be permitted to an extent fixed by a Discharge Agreement entered into between the Person and the Region including conditions with respect to the payment of additional sewage service rates to compensate the Region for its additional costs of operation, repair, replacement or maintenance of the Sewage Works and on other terms and conditions as may be deemed appropriate by the Region.
- (2) A Surcharge Agreement may only be entered into with respect to the discharge to a Sanitary Sewer or Combined Sewer of one or more of the following treatable parameters in Sewage:
 - (a) Biochemical Oxygen Demand;
 - (b) Solvent Extractable Matter of Animal or Vegetable Origin;
 - (c) Total Suspended Solids; and
 - (d) Total Phosphorus
- (3) The Region may require a Restrictive Agreement in circumstances where, in the sole opinion of the Commissioner, it is necessary:
 - (a) to restrict or limit the discharge into a Sanitary Sewer or Combined Sewer of Sewage containing parameters listed in Section 2 of this By-law to the concentration limits specified in Section 2 of this By-law;
 - (b) to restrict or limit the discharge of Sewage, which, although within the limits of the parameters and concentrations listed in Section 2 of this By-law, might nevertheless result in the Sewage Works discharging Matter not in compliance with any Federal or Provincial legislation (including regulations) or guideline regarding discharge from Sewage Works; or
 - (c) to ensure the proper operation or maintenance of the Sewage Works and its capacity.
- (4) Surcharge Agreements and Restrictive Agreements shall be in the form approved by the Commissioner from time to time, and such agreements shall be executed on behalf of the Region in accordance with the by-law governing the execution of documents on behalf of the Region, as amended from time to time.
- (5) During the term of a Discharge Agreement the discharge is exempt from meeting the limits set out in Part 2 of this By-law for the parameters included in the agreement, if all conditions stipulated by the Region in the agreement are met.

Part 7 – Compliance Program

7. (1) A Person may submit, and, when so required by the Commissioner, shall submit or resubmit, to the Commissioner for approval, a proposed Compliance Program setting out activities to be undertaken by the Person that would result in the prevention or reduction and control of the discharge or deposit of Sewage, Uncontaminated Water, Ground Water, Cooling Water, drainage from lands or from a watercourse, Storm Water or water originating from a source other than the Region water supply, or any combination thereof, from the Person's premise into a Sewer Connection.
- (2) Upon receipt of an application pursuant to subsection (1), above, the Commissioner may issue approval for a Compliance Program, as set out in subsection (3) for the discharge of non-complying Matter during the period of planning, design, construction or installation of facilities to eliminate the non-compliance.
- (3) Every Compliance Program shall be for a specified length of time during which the Person to whom the Compliance Program approval was issued shall take corrective action to bring the discharge into compliance with this By-law. The Compliance Program shall be specific as to the remedial actions to be implemented by the Person, the dates of commencement and completion of these actions, and the materials or other characteristics of the Matter to which it relates. The final activity completion date shall not be later than the final compliance date in the Compliance Program.
- (4) A Person to whom a Compliance Program has been issued shall submit a Compliance Program progress report, in a form as approved by the Commissioner, to the Commissioner within fourteen (14) days after the scheduled completion date of each activity listed in the Compliance Program.
- (5) A Person to whom a Compliance Program has been issued shall not be prosecuted under Part 2 of this By-law for the discharge or deposit of any Matter specified in the Compliance Program that is discharged in compliance with the Compliance Program during the period within which the Compliance Program is in effect, and so long as the Compliance Program and this Part 7 are complied with.
- (6) A Compliance Program under this section may be a Compliance Program with Monetary Concession and the Commissioner may issue approval for a Compliance Program with Monetary Concession to a Person who meets the guidelines, adopted by the Region from time to time, in respect of such programs on such terms and conditions as they may agree.

Part 8 – Sampling and Analytical Requirements

8. (1) The sampling and analysis required by this By-law shall be in accordance with the procedures as described in Standard Methods or the United States Environmental Protection Agency methods or the Test Methods Manual, produced by the Region, as amended from time to time.
- (2) Compliance or non-compliance with this By-law may be determined by the analysis of a Grab Sample or a Composite Sample which may contain additives for its preservation and may be collected manually or by using an automatic sampling device.
- (3) Where there is no Maintenance Access Hole meeting the requirements of Part 12 of this By-law, the Commissioner may provide written notice to the Discharger authorizing the use of an alternate device or facility for the purpose of sampling discharges to the Sewage Works.
- (4) In the event that the Discharger cannot provide a Maintenance Access Hole due to space limitations and the Commissioner has authorized an alternative sampling location, the conditions in this By-law are applicable to discharges as sampled at such alternative sampling location.
- (5) For each of the metals listed in "Table 1" and "Table 2", to this By-law, the analysis shall measure the quantity of total metal, which includes all metal both dissolved and particulate.

Part 9 – Spills

9. (1) In the event of a Spill the Person responsible or the Person having charge, management or control of the Spill, shall immediately notify the Region, provide any information with respect to the Spill which the Region requests and complete any work the Region may require to mitigate the Spill.
- (2) The Person responsible shall provide a report to the Commissioner with respect to the Spill, within five (5) days of the Spill, containing the following information:
 - (a) location where Spill occurred;
 - (b) name and telephone number of Person who reported the Spill and location where they can be contacted;
 - (c) date and time of Spill;
 - (d) material spilled;
 - (e) characteristics of material spilled;
 - (f) volume of material spilled;
 - (g) duration of Spill event;
 - (h) work completed and/or still in progress in the mitigation of the Spill; and
 - (i) preventive actions being taken to ensure a similar Spill does not occur again.
- (3) In the event of a Spill, the Person responsible shall be required to compensate the Region for all direct and indirect costs, howsoever arising, from the Spill.

Part 10 – Pollution Prevention Plans

10. (1) The Region may require an Industrial Discharger to develop a pollution prevention plan for the discharge of any Matter designated by the Region where the Industrial Discharger has:
 - (a) failed to comply with Part 2 – Sanitary Sewer Requirements;
 - (b) failed to comply with Part 4 – Storm Sewer requirements;
 - (c) failed to comply with a Compliance Program; or
 - (d) been responsible for one or more Spills to a Sewage Works or land drainage works.
- (2) Pollution Prevention Plans shall comply with any guidelines established by the Region.
- (3) The Pollution Prevention Plan shall be completed by the Industrial Discharger within eighteen (18) months of notification by the Commissioner.
- (4) The Region may exempt an Industrial Discharger from the requirement to develop a Pollution Prevention Plan where the Industrial Discharger has in place an ISO 14001 program which is currently registered by a third party auditor accredited by the Standard Council of Canada or the Registrar Accreditation Board and has provided a copy of such registration to the Commissioner.

Part 11 – Sewer Discharge Review

11. (1) An Industrial Discharger:

- (a) applying for a new water, Sanitary Sewer or Storm Sewer Connection permit;
- (b) applying for revisions to its existing water, Sanitary Sewer and/or Storm Sewer Connection; or
- (c) changing its manufacturing process resulting in a change in the characteristics of the discharge to the Sanitary Sewer or Storm Sewer;

shall submit an Application for Waste Discharge Review to the Commissioner.

- (2) An Industrial Discharger shall not connect a new water, Sanitary Sewer or Storm Sewer Connection, alter its existing Connections, or change its discharge to the Sanitary Sewer or Storm Sewer until the Application for Waste Discharge Review has been reviewed and approved by the Region.

Part 12 – Maintenance Access Hole

- 12. (1) The Owner or Operator of an Industrial premise, or apartment/condominium building with one or more Connections to a Sewage Works shall install and maintain in good repair in each Connection a suitable Maintenance Access Hole to allow observation, sampling and flow measurement of the Sewage, Uncontaminated Water or Storm Water therein, provided that where installation of a Maintenance Access Hole is not possible, an alternative device or facility may be substituted with the prior written approval of the Commissioner.
- (2) The Maintenance Access Hole or alternative device shall be located on the property of the Owner of the premise, as close to the property line as possible, unless the Commissioner has given prior written approval for a different location.
- (3) Each Maintenance Access Hole, device or facility installed as required by this Part 12 shall be designed and constructed in accordance with good engineering practice and the requirements of the municipal standard, as established by the Region from time to time, and shall be constructed and maintained by the Owner or Operator of the premise at his/her/its expense.
- (4) The Owner or Operator of the Industrial premise, or apartment/condominium building shall at all times ensure that every Maintenance Access Hole, alternative device or facility installed as required by this Part 12 is accessible for purposes of observing, sampling and flow measurement of the Sewage, Storm Water or Uncontaminated Water therein.
- (5) The Commissioner may, by direction sent by registered mail, direct the construction of a Maintenance Access Hole at the expense of the Owner or Operator, and the Owner or Operator shall construct such Maintenance Access Hole within thirty (30) days after the sending of such direction.

Part 13 – Right of Entry

- 13. No Person shall hinder or obstruct or attempt to hinder or obstruct, except with lawful authority, the Commissioner or his or her designate bearing proper credentials and identification, from:
 - (a) entering in or upon any land or buildings, except as provided by law, at any reasonable time without a warrant;
 - (b) making such tests or taking such samples as he/she deems necessary; or
 - (c) inspecting or observing any plant, machinery, equipment, work or activity for the purposes of administering or enforcing this By-law.

Part 14 – Damage

- 14. (1) No Person shall uncover, make any connection with, or opening into, break, alter, damage, destroy, deface or tamper with, or cause or permit the breaking, damaging, destroying, defacing or tampering with:
 - (a) any part of a Sewage Works; or
 - (b) any permanent or temporary device installed in a Sewage Works for any purpose of flow measuring, sampling or testing of Sewage, Uncontaminated Water or Storm Water.
- (2) Any Person discharging Sewage, Uncontaminated Water, Storm Water or water originating from a source other than the Region water supply directly or indirectly to a Sewage Works shall be responsible for ensuring that such Sewage, Uncontaminated Water, Storm Water or water originating from a source other than the Region water supply conforms at all times to the provisions of this By-law, and shall be liable for any damage or expense arising out of his/her/its failure to properly check and control such discharge, including the cost of investigation, repairing or replacing any part of any Sewage Works damaged thereby, the cost of treating such unapproved discharge, and the cost of responding to high sewage level alarms.
- (3) Unless specifically authorized by the Commissioner, no Person shall enter any Sewage Works.
- (4) Any dental practice within the Region must comply with the *Dentistry Act, 1991*, S.O. 1991, c. 24, and the regulations there under, as amended from time to time, for the disposal of amalgam waste.
- (5) The Owner or Operator of any Industrial premise which may discharge solvent extractable Matter shall install, operate and properly maintain an interceptor in any piping system at its premise that connects directly or indirectly to a Sewer for the purpose of preventing the solvent extractable matter from entering the Sewer system. The interceptor shall be installed in compliance with the most current requirements of the *Building Code Act, 1992*.

- (6) Storm sewers of a lower-tier municipality within the Region may be connected to the Region's Storm Sewers where design approval has been granted by the Commissioner, provided that the lower-tier municipality has passed the necessary by-law to regulate Matter being discharged to such storm sewers and, provided that the Commissioner is given authority to make inspections of such connecting sewers.
- (7) When requested by a lower-tier municipality, in writing, the Commissioner may undertake any work respecting Storm Sewers on behalf of that municipality provided that the Region costs are reimbursed by that municipality.

Part 15 – Sewer Connections

15. (1) The Owner or Operator of a building which has a Rain Water Leader, Storm Water Leader and/or Ground Water Drainage System shall not connect or permit the Rain Water Leader, Storm Water Leader or Ground Water Drainage System to be connected, either directly or indirectly, to the Sanitary Sewer Connection, and shall instead conduct the Storm Water or Ground Water away from the building in such a way that the Storm Water and Ground Water will not accumulate at or near the building and will not adversely affect adjacent properties.
- (2) For the purposes of this section:
- (a) "directly" means by any physical Connection or series of Connections between the Rain Water Leader, Storm Water Leader or Ground Water Drainage System and the Sanitary Sewer system; and
- (b) "indirectly" means in any manner whatsoever whereby Storm Water or Ground Water enters the Sewage Works, and for greater certainty includes any situation where open joints in underground Sewer Connections on private property permit Storm Water or Ground Water to infiltrate the Sewage Works.
- (3) An Owner or Operator of a premise may request an inspection by the Region, at the cost of the Owner or Operator, by means of a dye test or closed circuit television inspection of any existing Sewer Connection.
- (4) No direct or indirect interconnection between a private storm drain system and a Sanitary Sewer is permitted.
- (5) The Ground Water Drainage System of every premise shall be installed and maintained by the Owner or Operator of the premise, at his/her/its sole expense.
- (6) No Person shall construct, install or maintain, or cause or permit to be constructed, installed or maintained, drainage from any Rain Water Leader or Downspout that conveys Storm Water from a new free-standing building directly or indirectly to a Sanitary Sewer or Storm Sewer Connection for the purpose of Storm Water drainage. Storm Water shall be discharged at a grade away from the building in such a manner that the Storm Water shall not accumulate at or near the building and shall not adversely affect adjacent properties.
- (7) The following shall apply with respect to applications for, and construction of, Lateral Connections to Sewers:
- (a) Any person requiring service shall make application, in such form as approved by the Commissioner, to the Region for a Lateral Connection;
- (b) Prior to construction being undertaken, applicants for Connections shall pay charges as set by the Region from time to time;
- (c) Materials and workmanship, for the Lateral, shall be to the satisfaction of the Commissioner;
- (d) The Region does not guarantee the capacity of the Sewer and shall not be liable for any damages of any kind which result from the connection of the Lateral;
- (e) Where premises are removed or demolished, leaving the property clear of structures, the Commissioner will, at the cost of the Owner or Operator of the premises, sever the lateral or otherwise stop up the pipe. Upon application for reuse of the Lateral, reconnection may be directed by the Commissioner and any costs thereof shall be borne by the applicant;
- (f) In each case of land development, where property so developed will be connected to the Sewer system, a developer shall enter into an agreement with the Region, setting out the construction required and may include the installation of Laterals to various lots in the development;
- (g) The Commissioner may, from time to time, establish such standards as are necessary to govern the design and construction of all Laterals and Connections in the Region and all persons shall conform to such standards when constructing any new Laterals or Connections;
- (h) The Commissioner shall have the power to approve the plans and specifications of any work to ensure that the construction of Sewage systems connected to or to be connected to the Sewage Works comply with the standards established by the Commissioner;
- (i) Upon approval of plans and specifications for any work, the Commissioner shall have the power to inspect the work during its construction and to order such changes as are necessary to ensure that the work conforms to Region standards; and
- (j) The Commissioner, with the permission of the occupant, may enter on private property or into premises for purposes of maintenance of Lateral Connections including testing for and clearing of blockages.

Part 16 – Liability for Wastewater Charge Based on Metered Water Supply

16. (1) A Customer with a metered water service will pay a Wastewater Charge for each separately metered water service and each metered service will be a separate account.

- (2) The Region's Wastewater Charge for a Customer receiving metered water shall be determined by multiplying the Wastewater Rate by the quantity of water as determined based on the register readings of the water meter.
- (3) The Region's Wastewater Charge for a Residential Customer receiving metered water shall be determined by multiplying the Wastewater Rate by 85 per cent of the quantity of water as determined based on the register readings of the water meter.
- (4) A Customer with a metered water service will pay a Wastewater Charge based on reasonable estimates determined by the Region if for any reason the Region is unable to obtain a water meter reading.
- (5) Notwithstanding the foregoing, the Region and the Ministry of Environment shall not be liable for the payment of any Wastewater Charges based on the metered water supply in connection with the treatment of Sewage at any wastewater treatment plant located within the Region and operated by or on behalf of the Region or the Ministry of Environment.

Part 17 – Liability for Wastewater Charge Based on Non-metered Water Supply

17. (1) If a Customer's water supply is unmetered, the Customer is liable to pay, in accordance with the provisions of this By-law, a Wastewater Charge as established by special agreement between the Region and the Customer.
- (2) If no such special agreement is in place, the Region's established flat rate will be used to determine the Wastewater Charge unless the Commissioner, as a result of engineering studies, determines the flat rate is inappropriate. In those cases, the Wastewater Charge will be based on the Commissioner's estimate of the water supplied to the Customer's land, building or premise.

Part 18 – Payment of Wastewater Charges

18. (1) A Wastewater charge is due upon the rendering of an invoice for it.
- (2) A Wastewater Charge may be included in an invoice for water supplied by the Region.
- (3) After rendering an invoice, in the event payment of a Wastewater Charge is not received by the Region within a reasonable period, as determined by the Commissioner, a late penalty will be added to and become part of the outstanding Wastewater Charge.
- (4) When a Wastewater Charge remains unpaid for an unreasonable period, as determined by the Commissioner, reasonable notice of an Unpaid Wastewater Charge will be sent by ordinary prepaid mail to the Customer.
- (5) After giving notice of Unpaid Wastewater Charge, if a Wastewater Charge remains unpaid for an unreasonable period as determined by the Commissioner, the Region may take any action deemed appropriate by the Commissioner, including, but not limited to, providing reasonable Notice of Water Shut-Off. If the Wastewater Charge remains unpaid after expiry of the period of time set out in the Notice of Water Shut-Off, the Region may shut off the water to the Customer's land, building or premise. The Region shall require payment of an additional fee for shutting the water off and an additional fee for eventually turning the water back on, both fees to be added to and become part of the outstanding Wastewater Charge, and leave the water turned off until the total amounts owing to the Region, pursuant to this By-law are paid in full to the Region.
- (6) Where a Customer disputes an invoice, and there is evidence of an error in billing, incorrect meter reading or faulty meter operation, the Commissioner may authorize a clearly warranted reasonable settlement of the account provided the settlement is thoroughly documented and remains available for audit and reference purposes.

Part 19 – Appeal of Wastewater Charge Based on Non-connection

19. (1) If an Industrial Customer has been charged a Wastewater Charge, but the Customer's land, building or premise is not actually connected, directly or indirectly, to a Sanitary Sewer of the Region, then the Customer is entitled to appeal the Wastewater Charge.
- (2) To initiate such an appeal, the Industrial Customer shall, at the Customer's own expense, prepare evidence to support the Customer's contention of non-connection and submit such evidence to the Commissioner with a written notice of appeal.
- (3) If the Commissioner agrees that the Customer's land, building or premise is not connected, directly or indirectly, to a Sanitary Sewer of the Region, then the Customer's Wastewater Charge shall be cancelled.

Part 20 – Appeal of Wastewater Charge Based on Inflow/Outflow Differential

20. (1) An Industrial Customer may, at the Customer's own expense, appeal a Wastewater Charge on the ground of Inflow/Outflow Differential if the Customer can prove, to the Commissioner's satisfaction, that the actual annual Sewage discharge is at least twenty (20) percent less than the amount upon which the existing Wastewater Charge was based.
- (2) To initiate such an appeal, the Customer shall submit to the Commissioner a written notice of appeal. In the event of a successful appeal, no financial adjustments shall be made in respect of any period prior to the submission of the notice of appeal.

- (3) Within twelve (12) months after submission of such notice of appeal, the Customer shall, at the Customer's sole expense, submit a report, certified by a professional engineer, together with such other forms and materials as the Commissioner may require from time to time, proving the reduced Sewage discharge.
- (4) The said report shall show the Inflow/Outflow Differential for the study period indicated therein, based on data from verifiable readings recorded by an Approved Device or Approved Alternative Method, provided that the Approved Device or Approved Alternative Method is directly related to the water usage as depicted in the report. The Approved Device or Approved Alternative Method shall be permanent and shall provide data on an ongoing basis for the duration of the appealed period if the appeal should be granted. Any non-mechanical measuring device must be calibrated annually by a competent third party at the Customer's sole expense, and the written results of annual calibration tests shall be provided to the Commissioner.
- (5) If the Commissioner is satisfied that the Inflow/Outflow Differential warrants a reduction in the Wastewater Charge of at least 20% on an annual basis, the Commissioner shall provide the Customer with written notice of the Commissioner's decision. If the Customer accepts the Commissioner's decision, the Customer shall provide such acceptance in writing to the Commissioner in such form as the Commissioner may require from time to time. Upon receipt by the Commissioner of such acceptance in writing, the reduction in the Wastewater Charge shall become effective.
- (6) In the event that the Customer does not accept the Commissioner's decision as to a reduction in the Wastewater Charge, the Customer may appeal to the Region's Public Works Committee. That Committee shall make a recommendation to the Region's Council, which shall make the final decision on whether, and to what extent, the Wastewater Charge should be reduced, which decision shall not be subject to further appeal.
- (7) If a Customer's appeal is granted in accordance with this By-law, the reduction in the Wastewater Charge shall remain in effect for so long as the Customer provides to the Commissioner, at the Customer's sole expense, annually within thirty (30) days after the anniversary of the Region's final decision on the reduction, a current report similar to the report required initially, that proves the ongoing need for the reduction.
- (8) The said annual report shall be supported by data for the entire year just concluded and certified by a professional engineer, except that a report for a year in which no equipment or process changes have occurred does not have to be so certified.
- (9) Financial adjustments based on an annual report shall be applied retroactively to the beginning of the year covered by the annual report.
- (10) If an annual report is not submitted, the reduction is cancelled, effective upon the date upon which the annual report was due, and the Wastewater Charge shall revert to an amount based on one hundred (100) percent of the water supplied to the Customer's land, building or premise.
- (11) When this By-law comes into effect, it shall apply to appeals granted under previous by-laws, so that, upon the next anniversary of an appeal under a previous by-law, the provisions herein regarding annual reports shall become applicable to such Customers. A Customer who successfully appealed under a previous by-law shall comply with this By-law upon its coming into effect, failing which the previously-granted reduction shall be cancelled and the Wastewater Charge shall be based on one hundred (100) percent of the water supplied to the Customer's land, building or premise.
- (12) The volume of Uncontaminated Water, including Non-contact Cooling Water, which is discharged to a Storm Sewer or the natural environment, shall not be included in the Inflow/Outflow Differential and shall not qualify for a reduction in the Wastewater Charge.
- (13) If the land, building or premise of a customer who successfully appeals and receives a Wastewater Charge reduction, does not remain in compliance at all times with the provisions of all Region By-laws, as amended from time to time, then the Commissioner may revert the Wastewater Charge to an unreduced amount and require the Customer to initiate a new appeal if the Customer wishes to seek to reduce the Wastewater Charge again.
- (14) If a Customer who has successfully appealed the Wastewater Charge in respect of certain land, building or premise, is at least ninety (90) days in default of some payment due to the Region in respect of that land, building or premise, then the Region may increase the Wastewater Charge to a maximum equivalent to the Wastewater Charge if it had been based on one hundred (100) percent of the water supplied to the land, building or premise until the payment due to the Region is recovered.
- (15) If, during the course of an appeal, a Customer fails to maintain an Approved Alternative Method for the measurement of Sewage volumes, the Commissioner may cancel the appeal and revert to the Wastewater Charge based on one hundred (100) percent of the water supplied to the land, building or premise.

Part 21 – Offences

21. (1) Every Person other than a corporation who contravenes any provision of this By-law is guilty of an offence and on conviction is liable, for every day or part thereof upon which such offence occurs or continues, to a fine of not more than \$10,000 for a first offence and not more than \$25,000 for any subsequent conviction.
- (2) Every corporation which contravenes any provision of this By-law is guilty of an offence and on conviction is liable, for every day or part thereof upon which such offence occurs or continues, to a fine of not more than \$50,000 for a first offence and not more than \$100,000 for any subsequent conviction.

- (3) In this By-law "subsequent conviction" means a conviction for an offence which offence occurs after the date of conviction for an earlier offence under this By-law, or the former By-law No. 9-75, as amended or By-law No. 90-90, as amended.
- (4) Where any Person contravenes any provision of this By-law, such Person shall be responsible for all costs incurred by the Region directly related to the contravention.
- (5) Where any Person contravenes any provision of this By-law, the Commissioner or an Enforcement Officer may direct such Person to comply with this By-law within a specified time.
- (6) Every Person so directed shall comply with such direction without delay and within the time specified, calculated from the day of such direction.
- (7) Where a Person does not comply with a direction given pursuant to subsection (5) of this Part, the Region, acting through the Commissioner, may perform or carry out that which was required to be done or cause it to be performed or carried out at that Person's expense to ensure that this By-law is complied with.
- (8) The Region may recover the costs of such remedial action by adding the costs to the tax roll and collecting them in the same manner as taxes.

Part 22 – Enforcement

- 22. (1) The Region may enact a by-law appointing Enforcement Officers for the purpose of the enforcement of this By-law as required.
- (2) The Commissioner is authorized to approve all policies, procedures, forms and other documents in relation to the administration of this By-law.
- (3) The Commissioner, Enforcement Officers and any other Region staff members shall make all approvals, refusals, opinions, decisions and other actions required or permitted by this By-law, based on sound engineering principles and Regional standards, policies and by-laws.

Part 23 – Confidential Information

- 23. (1) All information submitted to and collected by the Region or the Commissioner including information contained in plan summaries, reports, surveys, monitoring and inspection and sampling activities, will, except as otherwise provided in this section, be available for disclosure to the public in accordance with the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M. 56, as amended or replaced from time to time. ("MFIPPA").
- (2) In the event that information submitted to the Region or to the Commissioner in any form, as required under this By-law is confidential or proprietary or otherwise may be exempt from disclosure under *MFIPPA*, the Person submitting the information shall so identify that information upon its submission to the Region or Commissioner and shall provide sufficient details as to the reason for its purported exemption from disclosure.

Part 24 – General

- 24. (1) The following by-laws of the Regional Corporation are hereby repealed, 9-1975, 64-1976, 19-1977, 153-1977, 137-1978, 11-1979, 40-1980, 51-1980, 30-1981, 13-1982, 45-1982, 17-1983, 94-1985, 90-1990, 9-1991, 96-1991, 36-1992, 135-1992, 110-1996, 51-1998, 71-1999, 25-2002 and 53-2002.
- (2) This By-law may be referred to as the "Wastewater By-law".
- (3) This By-law shall come into force and effect on the 1st day of April, 2011.

READ THREE TIMES AND PASSED IN OPEN COUNCIL this 8th day of July, 2010.

C. Reid

E. Kolb

Regional Clerk

Regional Chair

THIS IS EXHIBIT "B" REFERRED TO IN THE
AFFIDAVIT OF ELAINE GILLILAND
SWORN REMOTELY BEFORE ME
THIS 28 DAY OF APRIL 2023



JAYME CORCORAN SAUNDERS
A Commissioner, etc.

SEWAGE DISCHARGE AGREEMENT

THIS AGREEMENT is made as of the first day of January 2019

BETWEEN:

The Regional Municipality of Peel

OF THE FIRST PART

- and -

#2156775 ONTARIO INC.
O/A D'ANGELO BRANDS
(hereinafter called "the Company")

OF THE SECOND PART

WHEREAS The Regional Municipality of Peel enacted By-law No. 53-2010 on the 8th day of July, 2010, in order to regulate the discharge of matter into the sanitary and storm sewage system of The Regional Municipality of Peel and said by-law was amended by By-Law No. 48-2014 on June 12th, 2014 (both together, and including any subsequent amendments, referred to herein as "the By-law");

AND WHEREAS the By-law prohibits the discharge of matter of a kind listed in the By-law into or in land drainage works, private branch drains or connections to sanitary sewer but provides that The Regional Municipality of Peel may permit the discharge of matter which would otherwise be prohibited by the By-law to an extent fixed by agreement with The Regional Municipality of Peel under such conditions with respect to payment or otherwise as may be necessary to compensate for any additional costs of operation, repair, replacement or maintenance of the sewage works;

AND WHEREAS the Company carries on an activity within The Regional Municipality of Peel at premises known as 4500 Eastgate Parkway, Mississauga, Ontario, L4W 3W6, which activity produces a sewage discharge in which the quantity of one or more of Biochemical Oxygen Demand ("B.O.D."), Solvent Extractable Matter of Animal or Vegetable Origin ("S.E.M."), Total Suspended Solids ("T.S.S.") and Total Phosphorus ("P") is above the permissible limits set out in the By-law which materially adds to the cost of operation, repair, replacement or maintenance of the municipal sewage works.

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this agreement, the accuracy and sufficiency of which is confirmed by both parties, the parties, intending to be legally bound, agree as follows:

1. This agreement shall expire on December 31, 2020, unless terminated earlier as hereinafter provided.

2. Subject to paragraph 3, the discharge into or in any sanitary sewer, land drainage works, private branch drains or connections to any sanitary sewer of matter by the Company from the said premises containing B.O.D., S.E.M., T.S.S., or P in excess of the By-law limits shall be permitted in accordance with Section 6 of the By-law, and the Company hereby covenants and agrees to pay to The Regional Municipality of Peel a surcharge calculated as follows and payable on a monthly basis.

$$S = F \times Q \times R$$

Where: S means surcharge in dollars per annum

F means the ratio of:

$$\frac{\text{actual concentration} - \text{allowable concentration}}{\text{allowable concentration}}$$

of B.O.D., S.E.M., T.S.S., or P as the case may be.

Q means the volume measured in thousands of cubic metres

R means the rate for sewage treatment in dollars/thousand cubic metres as established from time to time by The Regional Municipality of Peel.

Where the surcharge calculated in respect of any one of B.O.D., S.E.M., T.S.S., or P exceeds the surcharge calculated in respect of any other of such matters, only the highest surcharge shall be payable. Only one such surcharge shall be payable in any case.

3. Despite paragraph 2, the Company shall not discharge or deposit or cause or permit the discharge or deposit of matter of a kind, in such quantity or of such concentration listed below:

B.O.D.	-	3,500mg/L
T.S.S.	-	1,000mg/L
P	-	100 mg/L

4. The Company acknowledges and agrees that notwithstanding the terms of this agreement, the surcharge payable under this agreement shall constitute Wastewater Charges for the purposes of the By-law and payment shall be made by the Company in accordance with Section 18 of the By-law. The Parties further acknowledge that pursuant to the provisions of the *Municipal Act, 2001*, as amended, any unpaid surcharge amounts can be added by The Regional Municipality of Peel to the tax rolls and collected in the same manner as taxes.

5. Without limiting Section 18 of the By-law, the Company covenants and agrees to pay to The Regional Municipality of Peel on demand interest on overdue amounts at the rate of 18% percent per annum, compounded monthly and calculated from such date to the date of payment.
6. The discharge of sewage by the Company from the said premises containing B.O.D., S.E.M., T.S.S., or P, in excess of the limits set out in paragraph 3 shall constitute a contravention of this agreement and thus a contravention of the By-law.
7. In determining the quality of sewage for the purposes of this agreement, the volume of any stormwater or any water which is required to be deducted for the purposes of the By-law shall be deducted and Standard Methods as defined in the By-law shall be used.
8. This agreement may be terminated by The Regional Municipality of Peel immediately at any time upon written notice provided to the Company in accordance with paragraph 17, in the event the Company discharges effluent in excess of the limits provided by paragraph 3.
9. This agreement may be terminated by The Regional Municipality of Peel at any time on three weeks written notice provided to the Company in accordance with paragraph 17 if, in the opinion of the Commissioner of Public Works of The Regional Municipality of Peel, one or more of the following has occurred, is occurring or is about to occur, whether continuously or otherwise:
 - (a) the matter discharged by the Company is causing damage or about to cause damage to the sewers;
 - (b) the matter discharged by the Company is causing or about to cause detriment to the environment, health or safety of any person;
 - (c) the matter discharged by the Company is materially increasing maintenance costs to The Regional Municipality of Peel;
 - (d) the matter discharged by the Company is causing or about to cause damage to or a dangerous condition in the sewage treatment process or the treatment works;
 - (e) a need exists for a program or system to be introduced or installed by the Company to prevent, reduce or control the discharge of matter into sewage works by way of a compliance program as set out in the By-law;
 - (f) the treatment facility or capacity is unable to meet with the volume or waste concentration of effluent collectively discharged into the sewers by all dischargers;
 - (g) the charges which the Company has covenanted and agreed herein to pay have been in default for not less than 90 days;
 - (h) the matter discharged by the Company is causing a health or safety hazard to a sewage works employee;
 - (i) the matter discharged by the Company is causing damage to the sewers, materially increasing their maintenance costs or causing a dangerous condition;

- (j) the matter discharged by the Company is causing damage to the sewage treatment process or causing a dangerous condition in the treatment works;
- (k) the matter discharged is causing the sewage works effluent to contravene any requirement by or under the Ontario Water Resources Act, as amended, the Environmental Protection Act (Ontario), as amended, or any other applicable law;
- (l) the matter discharged is causing a hazard to any person, animal, property, or vegetation;
- (m) the matter discharged is contrary to the By-law or any legal or regulatory requirement which may be in force from time to time in any way other than as provided herein;
10. This agreement may be terminated by The Regional Municipality of Peel immediately at any time upon written notice provided to the Company in accordance with paragraph 17, where there is an emergency situation of immediate threat or danger to any person, property, plant or animal life, or waters.
11. This agreement may be terminated by the Company at any time on ninety days written notice provided to The Regional Municipality of Peel in accordance with paragraph 17 of this agreement.
12. Except as herein otherwise expressly provided, the Company shall conform to the provisions of the By-law and, in the event of termination of this agreement, the Company shall conform to all provisions of the By-law.
13. The Company covenants and agrees for itself, its successors and assigns that it shall forever release, remise, and discharge The Regional Municipality of Peel from any claims, costs, injuries, damages, renovation costs, business losses or any damages that may arise from the early termination of this agreement, and shall not bring any action, suits, or proceedings against The Regional Municipality of Peel arising from such termination.
14. The Company agrees that The Regional Municipality of Peel shall be permitted to monitor the effluent at the expense of the Company and shall have the right of immediate access to the Company's premises at any time without hindrance and that The Regional Municipality of Peel shall be allowed to install such devices or appurtenances or meters at any location to monitor the quantity and quality of the matter being discharged and to do such things and conduct such tests as it may deem desirable to promote compliance with the By-law or the agreement herein.
15. This agreement shall not be assigned or transferred by the Company without the prior written consent of The Regional Municipality of Peel.
16. In the event that any provision of this agreement is held invalid, illegal or unenforceable, the remaining provisions of the agreement will not be affected and shall continue in full force and effect.

- 17. Any notice required or permitted to be given by either party to the other shall be in writing and shall be deemed to have been sufficiently and effectually given if delivered by hand or sent by prepaid registered mail addressed as follows:

(a) In the case of The Regional Municipality of Peel:

The Regional Municipality of Peel
 3515 Wolfedale Road
 Mississauga, Ontario
 L5C 1V8
 Attention: Director, Wastewater Division

(b) In the case of the Company:

#2156776 Ontario Inc., O/A D'Angelo Brands
 4500 Eastgate Parkway
 Mississauga, Ontario
 L4W 3W6
 Attention: Frank D'Angelo

or such other address of which either party may, from time to time, notify the other in writing. Any such notice, if delivered by hand, shall be deemed to have been given and received on the date it is so delivered and, if sent by prepaid registered mail, shall be deemed to have been given and received on the fifth calendar day following the date of mailing thereof.

- 18. This agreement shall enure to the benefit of and be binding upon The Regional Municipality of Peel and the Company and their respective successors and permitted assigns. The provisions of this agreement which, in order to give force to their intent, should survive termination or expiry of this agreement are agreed to survive.

IN WITNESS WHEREOF the parties hereto have executed this agreement by their duly authorized signing officers.

THE REGIONAL MUNICIPALITY OF PEEL

Per: 

Name: Anthony V. Parente
 Title: Director, Wastewater Division

I have authority to bind the Corporation.

Document Execution No. 103-2019-5258
 We have Authority to Bind the Regional Corporation

#2156775 ONTARIO INC., O/A D'ANGELO BRANDS

Per: 

Name: Frank D'Angelo

Title: CEO

I/we have authority to bind the Corporation

Per: _____

Name: _____

Title: _____

I/we have authority to bind the Corporation

THIS IS EXHIBIT "C" REFERRED TO IN THE
AFFIDAVIT OF ELAINE GILLILAND
SWORN REMOTELY BEFORE ME
THIS 28 DAY OF APRIL 2023



JAYME CORCORAN SAUNDERS
A Commissioner, etc.



Friday December 10, 2018

PRE-TAX LETTER

Eastgate Group Inc.
4500 Eastgate Pky
Mississauga, ON L4W 3W6

Dear Madam/Sir:

RE: **Water/Wastewater/Stormwater, Sewer Surcharge, Sewer Backup Charge**
4500 Eastgate Pky, Mississauga, ON L4W 3W6

Please be advised that an outstanding balance of **\$1,163,086.88** remains unpaid on the above property for the following accounts;

Public Works

PO Box 2099, STN B
Brampton, ON
L6T 3X2
tel: 905-791-7800
peelregion.ca

Region of Peel - Account Summary			
2156775 Ontario Inc. O/A as D'Angelo Brands			
December 7, 2018			
Account Description	Outstanding Balance due	Current Due	Total Due
Account 585411000 - Water/Wastewater/Stormwater	\$393,249.92	\$83,300.42	\$476,550.34
Customer No. 2156ONT001 - Sewer Surcharge Billings	\$588,680.56	\$96,608.47	\$685,289.03
Customer No. DANGELO003 - Sewer Backup Billings	\$1,150.79	\$96.72	\$1,247.51
Total Due:	\$983,081.27	\$180,005.61	\$1,163,086.88

Under the *Municipal Act, 2001*, S.O. c.25 section 398 sub section (2) 1 and 2, the Region of Peel has the authority to apply outstanding arrears for fees and charges imposed by the Municipality to the tax roll of the property.

The above balance will be transferred to the property tax roll if payment is not received within 30 days from the date of this letter. Additional administrative charges will be applied by the City Tax Department for this service.

Once transferred, remittance must be made directly to the City Tax Roll Department.

If you have recently purchased this property, we suggest that you contact the lawyer who represented you in the purchase of this property in order to file a claim through Title Insurance or to have the previous owners' lawyer remit payment.

If you have any questions, please email: utilityreceivables@peelregion.ca or contact us at (905) 791-8711.

Sincerely,

Region of Peel
Utility Receivables Department



April 12th, 2019

Eastgate Group Inc.
4540 Eastgate Pky, Unit 8
Mississauga, ON L4W 3W6

PRE-TAX LETTER

Dear Sir/Madam:

**RE: Water/Wastewater/Stormwater, Sewer Surcharge, Sewer Backup Charge
4500 Eastgate Pky, Mississauga, ON L4W 3W6**

Public Works

PO Box 2099, STN B
Brampton, ON
L6T 3X2
tel: 905-791-7800

peelregion.ca

Please be advised the outstanding balance of **\$535,547.42** on the above property for the water/wastewater/stormwater* account will be transferred to the property tax roll on April 19th, 2019.

An administrative fee of \$35.00 will be applied to the account should the outstanding balance be transferred to the municipality to be added to the property tax roll for payment.

Region of Peel - Account Summary 2156775 Ontario Inc. O/A D'Angelo Brands April 13th, 2019	
Account Description	Outstanding Balance due
Account 585411000 - Water/Wastewater/Stormwater	\$201,845.18
Customer No. 2156ONT001 - Sewer Surcharge Billings	\$333,702.24
Total Due:	\$535,547.42

Also, please note the following;

- 1. Additional administrative charges will be applied by the Municipal Tax Department for this service.**
- 2. Once transferred, payment *must* be made directly to the Municipal Tax Roll Department.**

Under the *Municipal Act, 2001*, S.O. c.25 section 398 sub section (2) 1 and 2, the Region of Peel has the authority to apply outstanding arrears for fees and charges imposed by the Municipality to the tax roll of the property.

If you have recently purchased this property, please contact the lawyer who represented you in the purchase of this property to file a claim through Title Insurance or to have the previous owners' lawyer make the outstanding payment.

If you have any questions, please email: utilityreceivables@peelregion.ca or contact us at (905) 791-8711.

Sincerely,
Region of Peel
Utility Receivables Department – S

*Stormwater charges apply only to City of Mississauga accounts



June 3rd, 2019

Eastgate Group Inc.
4540 Eastgate Pky, Unit 8
Mississauga, ON L4W 3W6

PRE-TAX LETTER

Dear Sir/Madam:

RE: **Water/Wastewater/Stormwater, Sewer Surcharge, Sewer Backup Charge**
4500 Eastgate Pky, Mississauga, ON L4W 3W6

Public Works

PO Box 2099, STN B
Brampton, ON
L6T 3X2
tel: 905-791-7800

peelregion.ca

Please be advised that an outstanding balance of **\$171,208.15** remains unpaid on the above property for the accounts noted below. Should this outstanding balance remain unpaid it will be transferred to the property tax roll on July 4th, 2019.

An administrative fee of \$35.00 will be applied to the account should the outstanding balance be transferred to the municipality to be added to the property tax roll for payment.

Region of Peel - Account Summary	
2156775 Ontario Inc. O/A D'Angelo Brands	
June 3rd, 2019	
Account Description	Outstanding Balance due
Account 585411000 - Water/Wastewater/Stormwater	\$60,802.22
Customer No. 2156ONT001 - Sewer Surcharge Billings	\$110,405.93
Total Due:	\$171,208.15

Also, please note the following;

1. **Additional administrative charges will be applied by the Municipal Tax Department for this service.**
2. **Once transferred, payment *must* be made directly to the Municipal Tax Roll Department.**

Under the *Municipal Act, 2001*, S.O. c.25 section 398 sub section (2) 1 and 2, the Region of Peel has the authority to apply outstanding arrears for fees and charges imposed by the Municipality to the tax roll of the property.

If you have recently purchased this property, please contact the lawyer who represented you in the purchase of this property to file a claim through Title Insurance or to have the previous owners' lawyer make the outstanding payment.

If you have any questions, please email: utilityreceivables@peelregion.ca or contact us at (905) 791-7800 ext. 3037.

Sincerely,
Region of Peel
Utility Receivables Department – S

November 4, 2019

Eastgate Group Inc.
4540 Eastgate Pkwy, Unit 8
Mississauga, ON L4W 3W6

PRE-TAX LETTER

Dear Sir/Madam:

RE: **Water/Wastewater/Stormwater, Sewer Surcharge, Sewer Backup Charge**
4500 Eastgate Pkwy, Mississauga, ON L4W 3W6

Please be advised that an outstanding balance of **\$943,564.56** remains unpaid on the above property for the accounts noted below. Should this outstanding balance remain unpaid it will be transferred to the property tax roll on December 4, 2019.

An administrative fee of \$35.00 will be applied to the account should the outstanding balance be transferred to the municipality to be added to the property tax roll for payment.

Region of Peel - Account Summary	
2156775 Ontario Inc. O/A D'Angelo Brands	
November 4, 2019	
Account Description	Outstanding Balance due
Account 585411000 - Water/Wastewater/Stormwater	406,802.69
Customer No. 2156ONT001 - Sewer Surcharge Billings	\$536,761.87
Total Due:	\$943,564.56

Also, please note the following;

- 1. Additional administrative charges will be applied by the Municipal Tax Department for this service.**
- 2. Once transferred, payment *must* be made directly to the Municipal Tax Roll Department.**

Under the *Municipal Act, 2001*, S.O. c.25 section 398 sub section (2) 1 and 2, the Region of Peel has the authority to apply outstanding arrears for fees and charges imposed by the Municipality to the tax roll of the property.

If you have recently purchased this property, please contact the lawyer who represented you in the purchase of this property to file a claim through Title Insurance or to have the previous owners' lawyer make the outstanding payment.

If you have any questions, please email: utilityreceivables@peelregion.ca or contact us at (905) 791-7800 ext. 3037.

Sincerely,
Region of Peel
Utility Receivables Department – S

THIS IS EXHIBIT "D" REFERRED TO IN THE
AFFIDAVIT OF ELAINE GILLILAND
SWORN REMOTELY BEFORE ME
THIS 28 DAY OF APRIL 2023



JAYME CORCORAN SAUNDERS
A Commissioner, etc.

March 11, 2020

VIA REGISTERED MAIL

#2156776 Ontario Inc., O/A D'Angelo Brands
4500 Eastgate Parkway
Mississauga, ON L4W 3W6

Eastgate Group Inc./Rovinelli Construction Inc.
4540 Eastgate Parkway, Unit 8
Mississauga, ON L4W 3W6

Public Works

10 Peel Centre Dr.
Suite A
Brampton, ON
L6T 4B9
tel: 905-791-7800

peelregion.ca

NOTICE OF WATER DISCONNECTION

Account Numbers: 585411000 Water/Wastewater/Stormwater
2156ONT001 Sewer Surcharge Billings

Service Address: 4500 Eastgate Parkway,
Mississauga, ON L4W 3W6

Disconnection Date: March 25, 2020

**Amount Past Due in
default of Minutes of
Settlement (as of March 10, 2020): \$363,505.07**

An outstanding balance of \$363,505.07 remains unpaid on the above property for the accounts 585411000 (water/wastewater/stormwater) and 2156ONT001 (sewer surcharge billings), contrary to the Minutes of Settlement executed by D'Angelo on November 22, 2020. The terms of the Minutes of Settlement require D'Angelo to pay all invoices for services on accounts 585411000 and 2156ONT001 delivered after November 20, 2019, by bank draft and in full on or before the payment due dates.

To date, a total amount of \$2,270,594.16 has been transferred to the property tax roll due to non-payment of arrears on these accounts. Currently, the amount on the property tax roll remains unpaid.

Under the *Municipal Act, 2001*, S.O. c.25 section 81, the Region of Peel has the authority to shut off the supply of water to land if fees or charges payable by the owners or occupants of the land are overdue. Pursuant to Region of Peel By-law 53-2010 section 18(5) and Region of Peel By-law 6-2017 sections 41 and 46 (5) and (6), if a wastewater and/or water charge remains unpaid for an unreasonable period as determined by the Commissioner, the



Region may, after delivering a reasonable Notice of Water Shut-Off/Discontinuation, shut off the water to the Customer's land, building or premises.

This is to notify you that your utility service to 4500 Eastgate Parkway will be disconnected as of the date shown above unless payment by bank draft of the amount past due of \$363,505.07 is made before this date.

Public Works

There will be a disconnection charge of \$90 and a reconnection charge of \$90 applied to your account in the event of the disconnection.

10 Peel Centre Dr.
Suite A
Brampton, ON
L6T 4B9
tel: 905-791-7800

If you have any questions, please email: jennifer.bruce@peelregion.ca or contact us at (905) 791-7800 ext. 4367.

peelregion.ca

Steve Fantin
Director – Operations Support, Public Works
Region of Peel

Cc: Andrew Farr, Commissioner Public Works (Acting)

THIS IS EXHIBIT "E" REFERRED TO IN THE
AFFIDAVIT OF ELAINE GILLILAND
SWORN REMOTELY BEFORE ME
THIS 29 DAY OF APRIL 2023



JAYME CORCORAN SAUNDERS
A Commissioner, etc.

April 13, 2020

VIA REGISTERED MAIL

#2156776 Ontario Inc., O/A D'Angelo Brands
4500 Eastgate Parkway
Mississauga, ON L4W 3W6

Public Works

10 Peel Centre Dr.
Suite A
Brampton, ON
L6T 4B9
tel: 905-791-7800

peelregion.ca

Eastgate Group Inc./Rovinelli Construction Inc.
4540 Eastgate Parkway, Unit 8
Mississauga, ON L4W 3W6

NOTICE OF WATER DISCONNECTION

Account Numbers: 585411000 Water/Wastewater/Stormwater
2156ONT001 Sewer Surcharge Billings

Service Address: 4500 Eastgate Parkway,
Mississauga, ON L4W 3W6

Disconnection Date: April 27, 2020

**Amount Past Due in
default of Minutes of
Settlement (as of April 13, 2020): \$435,064.53**

An outstanding balance of \$435,064.53 remains unpaid on the above property for the accounts 585411000 (water/wastewater/stormwater) and 2156ONT001 (sewer surcharge billings), contrary to the Minutes of Settlement executed by D'Angelo on November 22, 2020. The terms of the Minutes of Settlement require D'Angelo to pay all invoices for services on accounts 585411000 and 2156ONT001 delivered after November 20, 2019, by bank draft and in full on or before the payment due dates.

To date, a total amount of \$2,270,594.16 has been transferred to the property tax roll due to non-payment of arrears on these accounts. Currently, the amount on the property tax roll remains unpaid.

Under the *Municipal Act, 2001*, S.O. c.25 section 81, the Region of Peel has the authority to shut off the supply of water to land if fees or charges payable by the owners or occupants of the land are overdue. Pursuant to Region of Peel By-law 53-2010 section 18(5) and Region of Peel By-law 6-2017 sections 41 and 46 (5) and (6), if a wastewater and/or water charge remains unpaid for an unreasonable period as determined by the Commissioner, the

Public Works

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Brampton, ON
L6T 4B9
tel: 905-791-7800

peelregion.ca

Region may, after delivering a reasonable Notice of Water Shut-Off/Discontinuation, shut off the water to the Customer's land, building or premises.

This is to notify you that your utility service to 4500 Eastgate Parkway will be disconnected as of the date shown above unless payment by bank draft of the amount past due of \$435,064.53 is made before this date.

There will be a disconnection charge of \$90 and a reconnection charge of \$90 applied to your account in the event of the disconnection.

If you have any questions, please email: jennifer.bruce@peelregion.ca or contact us at (905) 791-7800 ext. 4367.



Steve Fantin
Director – Operations Support, Public Works
Region of Peel

Cc: Andrew Farr, Commissioner Public Works (Acting)

THIS IS EXHIBIT "F" REFERRED TO IN THE
AFFIDAVIT OF ELAINE GILLILAND
SWORN REMOTELY BEFORE ME
THIS 28 DAY OF APRIL 2023



JAYME CORCORAN SAUNDERS
A Commissioner, etc.

August 5, 2020

VIA REGISTERED MAIL

#2156776 Ontario Inc., O/A D'Angelo Brands
4500 Eastgate Parkway
Mississauga, ON L4W 3W6

Public Works

10 Peel Centre Dr.
Suite A
Brampton, ON
L6T 4B9
tel: 905-791-7800

peelregion.ca

Eastgate Group Inc./Rovinelli Construction Inc.
4540 Eastgate Parkway, Unit 8
Mississauga, ON L4W 3W6

NOTICE OF WATER DISCONNECTION

Account Numbers: 585411000 Water/Wastewater/Stormwater
2156ONT001 Sewer Surcharge Billings

Service Address: 4500 Eastgate Parkway,
Mississauga, ON L4W 3W6

Disconnection Date: August 19, 2020

**Amount Past Due in
default of Minutes of
Settlement (as of
August 5, 2020): \$152,667.61**

An outstanding balance of \$152,667.61 remains unpaid on the above property for the accounts 585411000 (water/wastewater/stormwater) and 2156ONT001 (sewer surcharge billings), contrary to the Minutes of Settlement executed by D'Angelo on November 22, 2020. The terms of the Minutes of Settlement require D'Angelo to pay all invoices for services on accounts 585411000 and 2156ONT001 delivered after November 20, 2019, by bank draft and in full on or before the payment due dates.

To date, a total amount of \$2,270,594.16 has been transferred to the property tax roll due to non-payment of arrears on these accounts. Currently, the amount on the property tax roll remains unpaid.

Under the *Municipal Act, 2001*, S.O. c.25 section 81, the Region of Peel has the authority to shut off the supply of water to land if fees or charges payable by the owners or occupants of the land are overdue. Pursuant to Region of Peel By-law 53-2010 section 18(5) and Region of Peel By-law 6-2017 sections 41 and 46 (5) and (6), if a wastewater and/or water charge remains

Public Works

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L6T 4B9
tel: 905-791-7800

peelregion.ca

unpaid for an unreasonable period as determined by the Commissioner, the Region may, after delivering a reasonable Notice of Water Shut-Off/Discontinuation, shut off the water to the Customer's land, building or premises.

This is to notify you that your utility service to 4500 Eastgate Parkway will be disconnected as of the date shown above unless payment by bank draft of the amount past due of \$152,667.61 is made before this date.

There will be a disconnection charge of \$90 and a reconnection charge of \$90 applied to your account in the event of the disconnection.

If you have any questions, please contact Jennifer Bruce by email at jennifer.bruce@peelregion.ca or by telephone at (437) 774-4575.



Steve Fantin
Director – Operations Support, Public Works
Region of Peel

Cc: Andrew Farr, Commissioner Public Works (Acting)

THIS IS EXHIBIT "G" REFERRED TO IN THE
AFFIDAVIT OF ELAINE GILLILAND
SWORN REMOTELY BEFORE ME
THIS 28 DAY OF APRIL 2023



JAYME CORCORAN SAUNDERS
A Commissioner, etc.

CANADIAN WESTERN BANK
Applicant

-and- 2722959 ONTARIO LTD. et al
Respondents

Court File No. CV-22-00684100-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE**

PROCEEDING COMMENCED AT
TORONTO

AFFIDAVIT OF ELAINE GILLILAND

BOGHOSIAN + ALLEN LLP

Litigation Counsel
65 Queen Street West, Suite 1000
Toronto, Ontario
M5H 2M5

David G. Boghosian LSO# 28922P

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George Pakozdi LSO# 68214T

Email: gpakozdi@boglaw.ca

Tel: 416-367-5558

Lawyers for The Regional Municipality of Peel

Email for party served: Leo Klug: leoklug@kluglaw.ca

CANADIAN WESTERN BANK
Applicant

-and- 2722959 ONTARIO LTD. et al.
Respondents

Court File No. CV-22-00684100-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
TORONTO

MOTION RECORD

BOGHOSIAN + ALLEN LLP

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Toronto, Ontario M5H 2M5

David G. Boghosian LSO# 28922P

Email: dgb@boglaw.ca

George Pakozdi LSO# 68214T

Email: gpakozdi@boglaw.ca

Tel: 416-367-5558

Lawyers for The Regional Municipality of Peel