



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

281-78

*Number* \_\_\_\_\_

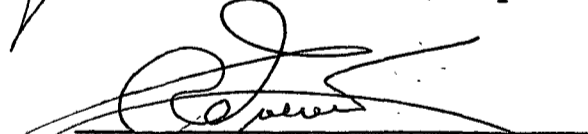
To authorize the execution of an Agreement between Maria Teresa Rossi, Joseph Robert Colbacchin, The Corporation of the City of Brampton, The Regional Municipality of Peel, James R. Parsons, Brian Tishlerand and Fred Chapnick.

The Council of the Corporation of the City of Brampton  
ENACTS as follows:

That the Mayor and the Clerk are hereby authorized to execute an Agreement between Maria Teresa Rossi, Joseph Robert Colbacchin, The Corporation of the City of Brampton, The Regional Municipality of Peel, James R. Parsons, Brian Tishlerand and Fred Chapnick, attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 6th day of November, 1978.

  
James E. Archdekin, Mayor

  
R.A. Everett, Acting Clerk

# 508935  
on MAR 21 / 79

Part of Lots 3 & 4,  
Conc. 10, N.D.

MEMORANDUM OF AGREEMENT made in duplicate this <sup>14h.</sup>  
day of November, 1978.

B E T W E E N :

MARIA TERESA ROSSI and JOSEPH ROBERT COLBACCHIN

hereinafter called the 'Owner'

OF THE FIRST PART

A N D

THE CORPORATION OF THE CITY OF BRAMPTON

hereinafter called the 'City'

OF THE SECOND PART

A N D

THE REGIONAL MUNICIPALITY OF PEEL

hereinafter called the 'Region'

OF THE THIRD PART

A N D

JAMES R. PARSONS, BRIAN TISHLER, AND  
FRED CHAPNICK

hereinafter called 'the Mortgagees'

OF THE FOURTH PART

WHEREAS the Owner warrants that it is the owner of the lands more particularly described in Schedule 'A' annexed hereto (herein called "the lands") and further warrants that the Mortgagees are the only mortgagees of the lands;

AND WHEREAS the Owner has applied to the City for rezoning of the lands and the City is of the opinion that such rezoning would not be proper and in the public interest unless assurances are given by the Owner that the matters and things referred to in this agreement will be done in the manner hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the covenants hereinafter contained and in consideration of the City taking the necessary steps to rezone the lands, the parties hereto agree each with the other as follows:

1. Land Affected The lands affected by this agreement are more particularly described in Schedule 'A' annexed hereto and are herein called "the lands".

2. Site Plan The lands shall be developed only in accordance with the site plan annexed hereto as Schedule 'B' to this agreement provided that the Zoning By-law to be passed by the City of Brampton to permit the proposed development receives approval of the Ontario Municipal Board.

ENGINEERING, BUILDING AND LANDSCAPING REQUIREMENTS

3. Municipal Engineer For the purposes of this agreement, "Municipal Engineer" shall mean with respect to all sanitary sewer and water service and Regional roads and storm drainage on Regional roads and any other Regional matter the Commissioner of Public Works for the Regional Municipality of Peel and with respect to all other matters contained in this agreement shall mean the Commissioner of Public Works of the City of Brampton.

4. Ingress & Egress The Owner shall restrict the means of vehicular ingress and egress to those locations indicated on Schedule 'B', and shall ensure that there will be no egress to Highway 7. All bridges, ramps, driveways and parking areas used in conjunction therewith shall be constructed and asphalted in accordance with sound engineering practice and to the satisfaction of the Municipal Engineer and this work shall be completed before occupancy of any part of the building is permitted by the Owner. The lands shall be graded in a proper workmanlike manner and shall be maintained in a clean state subject only to the necessary construction conditions from time to time.

Access The Owner shall use only such locations for access for construction purposes as the Municipal Engineer may approve.

6. Clean Site During construction, the Owner agrees to employ and keep employed a sufficient number of sweepers or workmen or use such means as may be necessary to keep the adjacent pavement and sidewalks in a clean condition and free from

earth and mud. The Municipal Engineer may give the Owner twenty-four hours notice to remove and clean up any earth and mud from such pavement and sidewalks and in default the Municipal Engineer may cause such work to be done either by the Municipality's own equipment and employees or by an independent contractor and the cost thereof shall be paid by the Owner forthwith upon being invoiced therefore by the Municipal Engineer.

7.  
Construc-  
tion

The Owner will be responsible for any damage caused to the roadways, curbs, pavements, boulevards or plantings thereon caused by the construction carried out on the Owner's site by the Owner, its agents, servants, employees, subcontractors, or material suppliers.

8.  
Storm  
Drainage

The final grade of the lands shall be so fixed to the satisfaction of the Municipal Engineer that the surface water originating on or tributary to the said lands, including the roof water from the buildings, will be discharged into a drainage system of the City in a manner satisfactory to the Municipal Engineer. A system of storm water sewers and drainage works shall be installed by the Owner to the satisfaction of the Municipal Engineer and the Commissioner of Building, Zoning, and Licensing and shall be connected to a drainage system of the City at a point on an access road adjacent to the property as designated by the Municipal Engineer.

9.  
Grading,  
Building  
& Land-  
scaping  
Plans

Detailed site, grading, building and landscaping plans for the buildings and lands will be filed with the City by the Owner and be subject to the approval of the Commissioners of Public Works, of Parks and Recreation, and of Building, Zoning and Licensing for the City prior to the issuance of any building permits. The landscaping plans shall include landscaping for the portion of the boulevard on all roads abutting the lands shown on Schedule 'B' which, subject to the approval of the City and the Region, shall be landscaped by the Owner at his expense

in conjunction with the landscaping of the balance of the lands shown on Schedule 'B'. The Owner shall sod and/or seed and landscape the lands as shown on the landscaping plan to be filed with the City and approved by the Commissioner of Parks and Recreation.

All incidental matters, including the removal and planting of trees, cutting, repaving and installing approaches, relocating utilities, pipes, poles, valves and equipment, resetting drains and manholes, and all other things required by this agreement or by the Commissioner of Public Works for the City shall be carried out by the Owner at its own risk and expense, provided all work is to be done to the satisfaction of the owner of the utilities. Without limiting the generality of the foregoing, the Owner covenants for itself, its successors and assigns that it will plant, preserve and maintain the plantings as shown on the landscaping plan. All existing trees to be retained (as shown on the landscaping plan) shall be fenced and protected during construction. No existing trees other than those presently approved for removal in accordance with the landscaping plan shall be removed without prior written approval of the Commissioner of Parks and Recreation. The Owner agrees that all landscaping, in accordance with the approved landscaping plan, shall be completed prior to occupancy of any building on the lands shown on Schedule 'B'. The Owner agrees that all landscaping shall be maintained in accordance with good horticultural practice.

10.

Fencing

The Owner shall fence the boundary of the lands on Schedule 'B' as and where required by the Commissioner of Parks and Recreation and location and type of fencing shall be indicated on the landscaping plans to be approved by the Commissioner of Parks and Recreation and all fencing shall be completed within the time set for completion of the landscaping.

OTHER APPROVALS

11.

Regional Services

Prior to commencement of any works, the Owner shall enter into such agreements as may be necessary with the Regional Municipality of Peel with respect to water distribution systems,

watermains, sanitary sewage disposal, sanitary sewers, fire hydrants and necessary valves and appurtenances to service the lands, regional roads within or affected by the plan and necessary improvements thereto, and other matters as the said Region may require. The City shall not issue any building permits until provided with confirmation from the Region that the agreements provided for by this clause have been entered into or other satisfactory arrangements have been made.

12.

Hydro  
Services

Prior to commencement of any works, the Owner shall enter into such agreements as may be necessary with the proper authority having jurisdiction over hydro service to the lands; and necessary appurtenances to service the lands and such other matters as the said authority shall require. The City shall not be obligated to issue any building permits until provided with confirmation by the authority that the agreements provided for by this clause have been entered into or other satisfactory arrangements have been made.

13.

Metro-  
politan  
Toronto &  
Region  
Conser-  
vation  
Authori-  
ty  
Approval

Prior to the commencement of any works, the Owner shall obtain the approval of the Metropolitan Toronto & Region Conservation Authority to all works or other matters shown on the site plan on that portion of the lands to which the jurisdiction of the Metropolitan Toronto & Region Conservation Authority extends. The City shall not be obligated to issue any building permits until provided with confirmation by the Authority that this requirement has been complied with.

Ministry  
of Trans-  
portation  
& Communi-  
cations

Prior to the commencement of any works, the Owner shall enter into such agreements as may be necessary with the Ministry of Transportation and Communications with respect to provincial highways and necessary improvements thereto and other matters as the Ministry of Transportation and Communications may require. The City shall not issue any building permits until provided with confirmation from the Ministry of Transportation and Communications that the agreements provided for by this clause have been entered

into or other satisfactory arrangements have been made.

FINANCIAL

15.                   The Owner shall pay to the City prior to the issuance of a building permit in addition to normal permit fees in respect of administrative, planning, engineering and legal costs incurred by the City and the Region, an amount of Six Hundred Dollars (\$600.00). All fees collected under this section shall be pro-rated between the City and the Region.

Admini-  
stration  
Fees

16.                   The Owner agrees that all municipal taxes in arrears and current taxes for which a bill has been issued shall be paid in full before execution of this agreement by The Corporation of the City of Brampton.

Taxes

GENERAL

17.                   The Owner shall grant to the Region and the Ministry of Transportation and Communications free of all encumbrances and at no expense to the Region and the Ministry, the road widenings and one foot reserves more particularly detailed in Schedule 'C' attached hereto.

Road  
Widenings  
& One  
Foot  
Reserves

18.                   All floodlighting on the land shall be designed and oriented so as to eliminate glare on adjacent roadways and residential properties.

Glare

19.                   The Owner agrees that no signs shall be permitted on the lands other than those signs the height, placement, location and design of which have been approved by the Planning Director and the Commissioner of Building, Zoning and Licensing. The Owner acknowledges that a building permit will not be issued until the sign height, placement, location and design have been so approved.

Signs

20.                   Notwithstanding any of the provisions of this agreement the Owner, its successors and assigns, shall be subject to all of the by-laws of the City of Brampton presently in force and all future by-laws insofar as such future by-laws do not conflict with the terms of this agreement.

By-laws

21.  
Archi-  
tectural  
Control  
Committee

The Owner and the City shall establish an "Architectural Control Committee", hereinafter called the "Committee", consisting of three members. The Committee members shall be appointed as follows:

- (a) one member to be appointed by the Owner;
- (b) one member to be appointed by the City Council;
- (c) one member to be appointed jointly by the Owner and the City, which member shall be an architect and a member of the Ontario Association of Architects.

The architectural aspects of each existing building to be altered or renovated and of each building to be erected within the lands shall be approved by the Committee prior to the issuance of a building permit for each such building. The Owner shall pay for all costs incurred by the Committee.

Approvals by the Committee shall only be given when concurred in by at least two members of the Committee; one of whom shall be the member appointed by the City Council.

22.  
Agreement  
Binding

The Owner shall not call into question directly or indirectly in any proceedings whatsoever in law or in equity or before any administrative tribunal the right of the City to enter into this agreement and to enforce each and every term, covenant and condition herein contained and this agreement may be pleaded as an estoppel against the Owner in any such proceeding.

23.  
Mortgagees

The Mortgagees join herein to consent to the terms herein and covenant and agree that in the event that the lands become vested in the said Mortgagees or any of them, they shall be required to comply with the terms herein to the same extent as if they had joined as owners.

24.  
Successors  
& Assigns

The covenants, agreements, conditions and undertakings herein contained on the part of the Owner shall run with the lands and shall be binding upon it and upon its successors and assigns and shall be appurtenant to the adjoining highway in the ownership of the City of Brampton and/or the Region of Peel.



IN WITNESS WHEREOF THE PARTIES HERETO have hereunto  
affixed their corporate seals attested by the hands of their  
proper officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED)  
IN THE PRESENCE OF:

Veronica chery

Veronica chery

MARIA TERESA ROSSI

Maria Teresa Rossi

JOSEPH ROBERT COLBACCHIN

Joseph Robert Colbacchin

THE CORPORATION OF THE CITY OF BRAMPTON

James E. Archdekin

JAMES E. ARCHDEKIN

MAYOR

[Signature]

CLERK

THE REGIONAL MUNICIPALITY OF PEEL

L.H. Parsons

CHAIRMAN

[Signature]

ACTING CLERK

JAMES R. PARSONS

[Signature]

AUTHORIZATION BY-LAW	
NUMBER	<u>281-78</u>
PASSED BY CITY	
COUNCIL ON THE	<u>6<sup>th</sup></u>
DAY OF	<u>NOVEMBER</u> 19 <u>78</u>

AUTHORIZATION BY-LAW	
NUMBER.....	<u>196-78</u>
PASSED BY THE REGIONAL	
COUNCIL ON THE....	<u>16<sup>TH</sup></u>
DAY OF	<u>NOVEMBER</u> 19 <u>78</u>

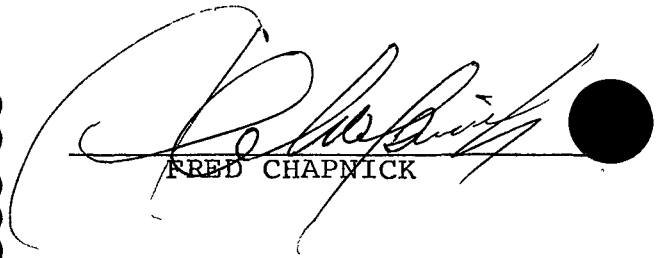
SIGNED, SEALED AND DELIVERED)  
IN THE PRESENCE OF:

[Signature]

SIGNED, SEALED & DELIVERED )  
in the presence of:- )



As to the signatures of  
Fred Chapnick and  
Brian Tishler



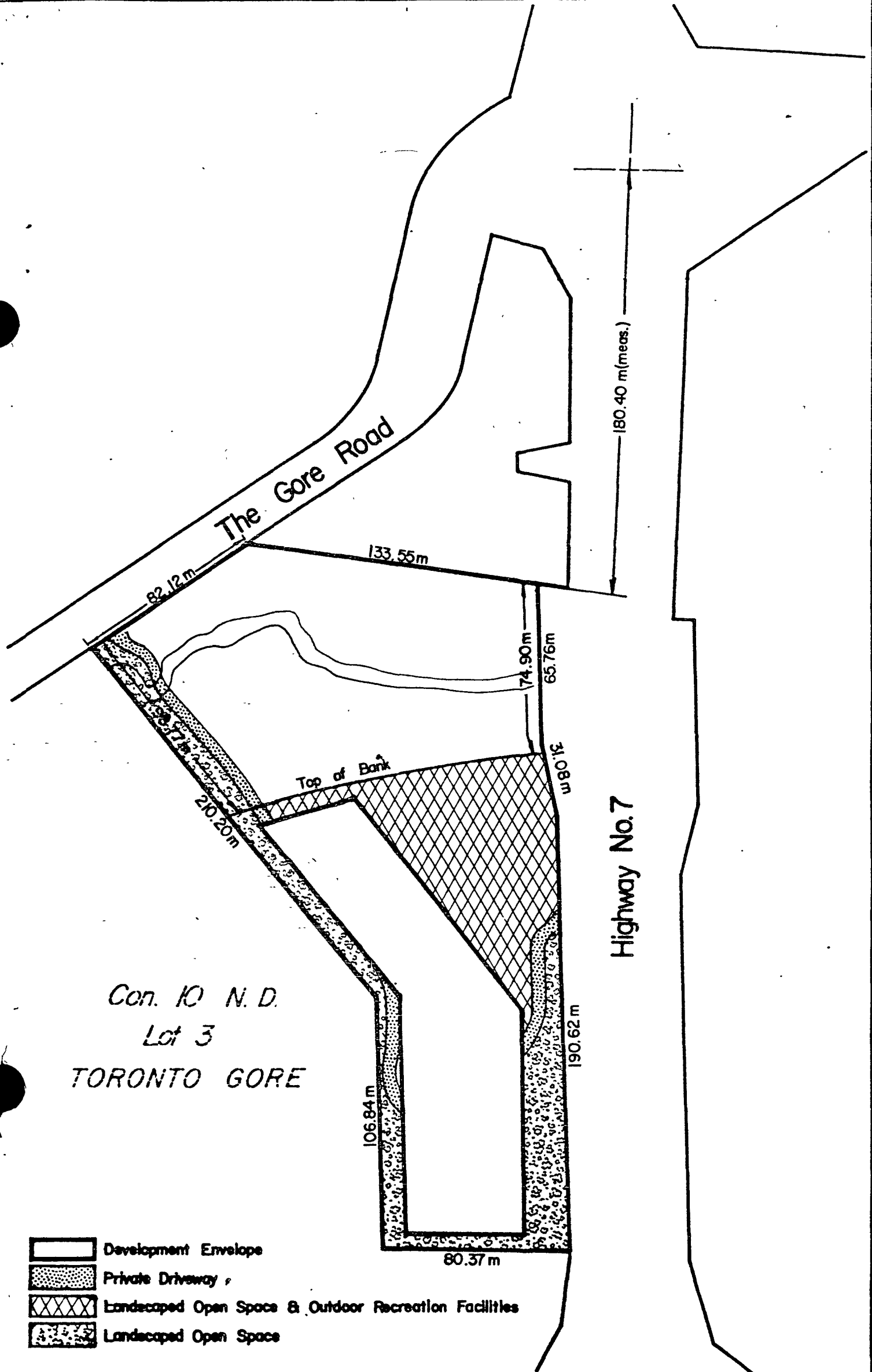
FRED CHAPNICK






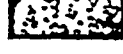
BRIAN TISHLER, Trustee

LEGAL DESCRIPTION OF THE LANDS

ALL AND SINGULAR that certain parcel or tract of land situate, lying and being in the City of Brampton, in the Regional Municipality of Peel (formerly in the Township of Toronto Gore, in the County of Peel), and Province of Ontario, and being composed of Part of Lots 3 and 4, Concession 10, Northern Division, in the said City of Brampton, and being designated as Part 1 and Part 2, according to a Plan registered in the Registry Office for the Registry Division of Peel (No. 43), as Number 43R-4378.



Con. 10 N.D.  
 Lot 3  
 TORONTO GORE

-  Development Envelope
-  Private Driveway
-  Landscaped Open Space & Outdoor Recreation Facilities
-  Landscaped Open Space

DEVELOPMENT AGREEMENT  
 SCHEDULE 'B'



City of Brampton  
 Planning Department

SCHEDULE 'C'

LANDS TO BE CONVEYED TO THE REGIONAL MUNICIPALITY OF PEEL

1. A road-widening along the entire frontage on Gore Road so that the boundary line of this property will be a distance of 60 feet from the centre line of the original road allowance.
  
2. A one foot reserve along the entire new boundary of Gore Road except in the location of the approved access point.

LANDS TO BE CONVEYED TO THE MINISTRY OF TRANSPORTATION  
AND COMMUNICATIONS

1. If required by the Ministry, a one-foot reserve along the entire frontage of the property on Highway 7, except in the location of the approved access point.

AFFIDAVIT OF SUBSCRIBING WITNESS

I, **GORDON VERNON ARMSTRONG,**  
of the **City of Toronto,**  
in the **Municipality of Metropolitan Toronto,**

make oath and say:

I am a subscribing witness to the attached instrument and I was present and saw it executed  
at **Toronto** by **JAMES R. PARSONS**


\*See footnote

\*See footnote

I verily believe that each person whose signature I witnessed is the party of the same name referred to in the instrument.

SWORN before me at the **City of Toronto,**  
in the **Municipality of Metropolitan Toronto,**

this **6th** day of **November,** **1978.**

  
\_\_\_\_\_  
**GORDON VERNON ARMSTRONG**

  
A COMMISSIONER FOR TAKING AFFIDAVITS, ETC

\* Where a party is unable to read the instrument or where a party signs by making his mark or in foreign characters add "after the instrument had been read to him and he appeared fully to understand it". Where executed under a power of attorney insert "(name of attorney) as attorney for (name of party)", and for next clause substitute "I verily believe that the person whose signature I witnessed was authorized to execute the instrument as attorney for (name)".

MARCH, 1978

AFFIDAVIT AS TO AGE AND SPOUSAL STATUS

~~I/XXX~~ **JAMES R. PARSONS,**  
of the **City of Mississauga,**  
in the **Regional Municipality of Peel,**

make oath and say: When I executed the attached instrument,

\*If attorney see footnote

~~I/XXX~~ was at least eighteen years old.

Within the meaning of section 1(f) of The Family Law Reform Act, 1978:—

- a) I was ~~-----~~ a spouse.
- b) We were spouses of one another.
- c) ~~was my spouse.~~

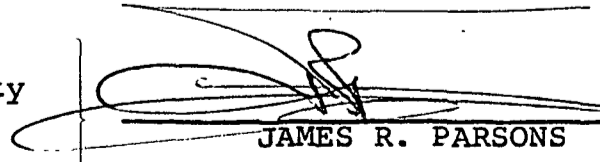
Strike out applicable clauses.

\*\*Not a Matrimonial Home, etc. see footnote.

Resident of Canada, etc.

~~(SEVERAL)~~ SWORN before me at the **City of Toronto,** in the **Municipality of Metropolitan Toronto**

this **6th** day of **November,** **1978**

  
\_\_\_\_\_  
**JAMES R. PARSONS**

  
A COMMISSIONER FOR TAKING AFFIDAVITS, ETC

\*Where affidavit made by attorney substitute: "When I executed the attached instrument as attorney for (name), he/she was (spousal status and, if applicable, name of spouse) within the meaning of Section 1(f) of The Family Law Reform Act, 1978, and when he/she executed the power of attorney, he/she had attained the age of majority".

\*\*Where spouse does not join in or consent, see Section 12(3) of The Family Law Reform Act, 1978 for complete separate affidavit.

AFFIDAVIT OF SUBSCRIBING WITNESS

I, **FRED LEVITT, SOLICITOR**  
of the City of Toronto  
in the Municipality of Metropolitan Toronto

make oath and say:

I am a subscribing witness to the attached instrument and I was present and saw it executed  
at the City of Toronto by **FRED CHAPNICK**

\*See footnote

\*See footnote

I verily believe that ~~each~~ <sup>the</sup> person whose signature I witnessed is the party of the same name referred to in the instrument.

SWORN before me at the City of Toronto  
in the Municipality of Metropolitan Toronto  
this 6<sup>th</sup> day of November 1978



A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.  
**ROSEMARY GALEA, a Commissioner,**  
etc., Judicial District of York,  
for Fred Levitt and Associates, Barristers. ;  
Expires August 28, 1980.

\* Where a party is unable to read the instrument or where a party signs by making his mark or in foreign characters add "after the instrument had been read to him and he appeared fully to understand it". Where executed under a power of attorney insert "(name of attorney) as attorney for (name of party)", and for next clause substitute "I verily believe that the person whose signature I witnessed was authorized to execute the instrument as attorney for (name)".

MARCH, 1978

AFFIDAVIT AS TO AGE AND SPOUSAL STATUS

~~I/WE~~ **FRED CHAPNICK**  
of the City of Toronto  
in the Municipality of Metropolitan Toronto

\* If attorney see footnote

make oath and say: When I executed the attached instrument,

~~I/WE~~ was at least eighteen years old.

Within the meaning of section 1(f) of The Family Law Reform Act, 1978:—

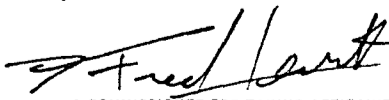
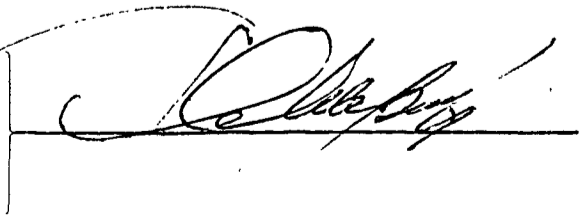
- a) ~~I was~~ ----- a spouse.
- b) ~~We were~~ spouses of one another.
- c) ----- was my spouse.

out applicable clauses.

\*\*Not a Matrimonial Home, etc. see footnote.

Resident of Canada, etc.

~~(SEVERALLY)~~ SWORN before me at the City  
of Toronto in the Municipality  
of Metropolitan Toronto  
this 6 day of November 1978



A COMMISSIONER FOR TAKING AFFIDAVITS, ETC

\*Where affidavit made by attorney substitute: "When I executed the attached instrument as attorney for (name), he/she was (spousal status and, if applicable, name of spouse) within the meaning of Section 1(f) of The Family Law Reform Act, 1978, and when he/she executed the power of attorney, he/she had attained the age of majority".

\*\*Where spouse does not join in or consent, see Section 42(3) of The Family Law Reform Act, 1978 (or complete separate affidavit).

AFFIDAVIT OF SUBSCRIBING WITNESS

I, **FRED LEVITT, SOLICITOR**  
of the City of Toronto  
in the Municipality of Metropolitan Toronto

make oath and say:

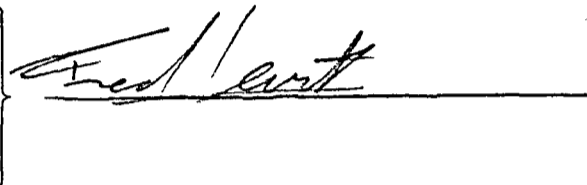
I am a subscribing witness to the attached instrument and I was present and saw it executed  
at the City of Toronto by **BRIAN TISHLER, Trustee,**

\*See footnote

\*See footnote

I verily believe that ~~each~~ person whose signature I witnessed is the party of the same name referred to in the instrument.

SWORN before me at the City of Toronto  
in the Municipality of Metropolitan Toronto  
this 6 day of November 19 78



A COMMISSIONER FOR TAKING AFFIDAVITS ETC  
**ROSEMARY GALEA, a Commissioner,**  
etc., Judicial District of York,  
for Fred Levitt and Associates, Barristers.  
Expires August 28, 1980.

\* Where a party is unable to read the instrument or where a party signs by making his mark or in foreign characters add "after the instrument had been read to him and he appeared fully to understand it" Where executed under a power of attorney insert "(name of attorney) as attorney for (name of party)"; and for next clause substitute "I verily believe that the person whose signature I witnessed was authorized to execute the instrument as attorney for (name)".

MARCH, 1978

AFFIDAVIT AS TO AGE AND SPOUSAL STATUS

I/~~WE~~ **BRIAN TISHLER, Trustee**  
of the City of Toronto  
in the Municipality of Metropolitan Toronto

\* If attorney see footnote

make oath and say: When I executed the attached instrument,

I/~~WE~~ was at least eighteen years old.

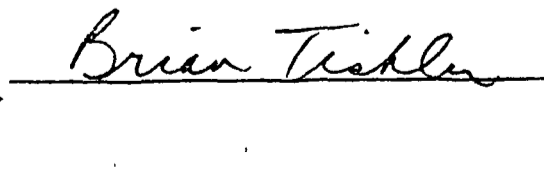
Within the meaning of section 1(f) of The Family Law Reform Act, 1978:—

- a) ~~I was ----- a spouse.~~
- b) ~~We were spouses of one another.~~
- c) ~~was my spouse.~~

\*\*Not a Matrimonial Home, etc see footnote.

Resident of Canada, etc.

(~~SEVERALLY~~) SWORN before me at the City  
of Toronto in the Municipality  
of Metropolitan Toronto  
this 6 day of November 19 78



A COMMISSIONER FOR TAKING AFFIDAVITS, ETC

\*Where affidavit made by attorney substitute: "When I executed the attached instrument as attorney for (name), he/she was (spousal status and, if applicable, name of spouse) within the meaning of Section 1(f) of The Family Law Reform Act, 1978, and when he/she executed the power of attorney, he/she had attained the age of majority".

\*\*Where spouse does not join in or consent, see Section 12(3) of The Family Law Reform Act, 1978 (or complete separate affidavit).



AFFIDAVIT OF SUBSCRIBING WITNESS

I, Veronica Cheney  
of the City of Brampton  
in the Regional Municipality of Peel

make oath and say:

I am a subscribing witness to the attached instrument and I was present and saw it executed  
at the City of Brampton by MARIA TERESA ROSSI

\*See footnote

\*See footnote

the  
I verily believe that each person whose signature I witnessed is the party of the same name referred  
to in the instrument.

SWORN before me at the City of Brampton  
in the Regional Municipality  
of Peel  
this 6<sup>th</sup> day of November 19 78

Veronica Cheney

*David Otter*  
A COMMISSIONER FOR TAKING AFFIDAVITS ETC

\* Where a party is unable to read the instrument or where a party signs by making his mark or in foreign characters add  
"after the instrument had been read to him and he appeared fully to understand it". Where executed under a power of attorney  
insert "(name of attorney) as attorney for (name of party)", and for next clause substitute "I verily believe that the person whose  
signature I witnessed was authorized to execute the instrument as attorney for (name)".

MARCH, 1978

AFFIDAVIT AS TO AGE AND SPOUSAL STATUS

I/WE MARIA TERESA ROSSI  
of the City of Brampton  
in the Regional Municipality of Peel

\* If attorney  
see footnote

make oath and say: When I executed the attached instrument,

I/WE was at least eighteen years old.

Within the meaning of section 1(f) of The Family Law Reform Act, 1978:—

- a) I was ----- a spouse.
- b) We were spouses of one another.
- c) ~~was my spouse.~~

See out  
applicable  
clauses.

\*\*Not a  
Matrimonial  
Home, etc  
see footnote.

Resident of  
Canada, etc.

(SEVERALLY) SWORN before me at the City  
of Brampton in the Regional  
Municipality of Peel

Maria Teresa Rossi

this 6 day of November 1978

VERONICA CHENEY, a Commissioner, etc.

Judicial District of Peel, for  
DAVIS, WEBB, Barristers.

Expires Oct. 10, 1980.

*Veronica Cheney*  
A COMMISSIONER FOR TAKING AFFIDAVITS, ETC

\*Where affidavit made by attorney substitute: "When I executed the attached instrument as attorney for (name), he/she was (spousal  
status and, if applicable, name of spouse) within the meaning of Section 1(f) of The Family Law Reform Act, 1978, and when he/she  
executed the power of attorney, he/she had attained the age of majority".

\*\*If here spouse does not in a written consent, see Section 1(f) of The Family Law Reform Act, 1978 (as amended) (spouse affidavit)

AFFIDAVIT OF SUBSCRIBING WITNESS

I, Veronica Cheney  
of the City of Brampton  
in the Regional Municipality of Peel

make oath and say:

I am a subscribing witness to the attached instrument and I was present and saw it executed  
at the City of Brampton by JOSEPH ROBERT COLBACCHIN

\*See footnote

\*See footnote

the  
I verily believe that ~~each~~ person whose signature I witnessed is the party of the same name referred  
to in the instrument.

SWORN before me at the City of Brampton  
in the Regional Municipality  
of Peel

this 3<sup>RD</sup> day of November 19 78.

Veronica Cheney

*David Oster*  
A COMMISSIONER FOR TAKING AFFIDAVITS ETC

\* Where a party is unable to read the instrument or where a party signs by making his mark or in foreign characters add  
"after the instrument had been read to him and he appeared fully to understand it". Where executed under a power of attorney  
insert "(name of attorney) as attorney for (name of party)", and, for next clause substitute "I verily believe that the person whose  
signature I witnessed was authorized to execute the instrument as attorney for (name)".

MARCH, 1978

AFFIDAVIT AS TO AGE AND SPOUSAL STATUS

I/WE— JOSEPH ROBERT COLBACCHIN  
of the City of Brampton  
in the Regional Municipality of Peel

make oath and say: When I executed the attached instrument,

\* If attorney  
see footnote

I/WE was at least eighteen years old.

Within the meaning of section 1(f) of The Family Law Reform Act, 1978:—

- a) ~~I was~~ ----- a spouse.
- b) ~~We were spouses of one another.~~
- c) ----- was my spouse.—

Be out  
licable  
s.

\*\*Not a  
Matrimonial  
Home, etc.  
see footnote.

Resident of  
Canada, etc.

(SEVERALLY) SWORN before me at the City  
of Brampton in the Regional  
Municipality of Peel  
this 3 day of November 1978

*Joseph Robert Colbacchin*

VERONICA CHENEY, a Commissioner, etc.,

Judicial District of Peel, for Veronica Cheney  
DAVIS, WEBB, Barristers. A COMMISSIONER FOR TAKING AFFIDAVITS, ETC

Expires 3 1980.

\*Where affidavit made by attorney substitute: "When I executed the attached instrument as attorney for (name), he/she was (spousal  
status and, if applicable, name of spouse) within the meaning of Section 1(f) of The Family Law Reform Act, 1973, and when he/she  
executed the power of attorney, he/she had attained the age of majority".

\*\*Where spouse does not join in or consent, see Section 42(3) of The Family Law Reform Act, 1973 (or complete separate affidavit).

DATED: 6 Nov 1978

MARIA TERESA ROSSI and  
JOSEPH ROBERT COLBACCHIN

AND

THE CORPORATION OF THE  
CITY OF BRAMPTON

AND

THE REGIONAL MUNICIPALITY  
OF PEEL

AND

JAMES R. PARSONS

---

A G R E E M E N T

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JOHN G. METRAS,  
CITY SOLICITOR,  
CITY OF BRAMPTON,  
24 QUEEN STREET, EAST,  
BRAMPTON, ONTARIO.  
L6V 1A4

# only  
508935

PASSED November 6 1978

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# BY-LAW

No. 281-78