

Planning and Development Council Meeting  
June 7, 2021

**Comments Received Regarding Item 6.1**  
Zoning By-law Amendment

Delmanor West Oak Inc.  
1280 Dundas Street West  
File No. Z.1423.07

---

**From:** mattcaine@whiteoaksgroup.ca  
**Sent:** May 18, 2021 9:45 AM  
**To:** Town Clerk; Robert Thun  
**Subject:** Delmanor West Oak Inc. - 1280 Dundas Street West - Z.1423.07  
**Attachments:** Consolidated Minutes of Settlement Whiteoaks\_Nov 2 2020.pdf

SECURITY CAUTION: This email originated from outside of The Town of Oakville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Email submission from Whiteoaks Communications Group Limited to:

[TownClerk@oakville.ca](mailto:TownClerk@oakville.ca)  
[robert.thun@oakville.ca](mailto:robert.thun@oakville.ca)

---

Dear Planning and Development Council,

I am writing on behalf of Whiteoaks Communications Group Ltd. We are the owners of CJYE and CJMR radio towers at 1345 Dundas St. West, Oakville, ON. **Please count the following as our submission to the statutory meeting set for June 7<sup>th</sup>, 2021. Please confirm that this letter will be treated as a submission for the statutory meeting.**

I was able to watch the public information meeting regarding the by-law amendment on the property for the proposed Delmanor West Oak Inc. development at 1280 Dundas Street West, across the street from our radio towers for CJYE and CJMR. One question during the information meeting was from who I believe was a resident. Andrew inquired why the Delmanor building would be 8 storeys in height. Among the answers given, I believe one response given by Joe Nanos (Director of Planning and Development for Delmanor) requires some correction if presented again, or if presumed to be true by Council or Planners.

I don't have the exact transcript, but I believe Joe suggested that the recent LPAT approvals of the neighbouring Mattamy/Martillac proposals allowed them to build up to 16 storeys, so he implied that their proposed 8 storeys should not be an issue (for the radio stations). The Mattamy/Martillac proposals were approved subject to a settlement agreement between the parties that provided for mitigation measures above 6 storeys. So it isn't accurate to say that since one is ok (with mitigation) the other is okay without mitigation.

The minutes of settlement were written so that they could be shared. See section 7.2 of the attached, as well as the attached proposed mitigation measures. We would like to share these minutes of settlement with both the Town and the developer, as a model for how potential land use conflicts between the radio towers and new tall buildings can be resolved. We also would request that the Town pass it on to the peer reviewer (Octave Communications) of the Radio Impact Study.

We have been seeking information about the peer review process. As owners of the private broadcasting operation adjacent to this proposed development, it would have been beneficial to consult us in any study. Whiteoaks Communications Group (Trafalgar Broadcasting Limited, licensee) have not been asked to review or provide input about the impacts on our federal undertaking. We are not necessarily opposed to this development proposal, subject to appropriate mitigation, but have not been invited to review, provide comment or submit our own Radio Impact Study. This seems inadequate.

At present, however, without being consulted in the process, and without any proposal for mitigation, we remain very concerned about this proposed new development, especially given that the developer's RF Impact Study (by YRH) acknowledges an impact:

The proximity of any conducting structure near an AM radio station antenna array could cause a distortion of the AM station's authorized radiation pattern, a phenomenon often referred to as "secondary radiation from a nearby conducting structure". This phenomenon is relatively well known for isolated and simple shape structures such as telecommunication towers, but it is more complex for large buildings.

....

The integrity of these radiation patterns must be preserved to maintain adequate protection for other stations operating on the same channel or adjacent channels, hence the importance of verifying the potential of secondary radiation from conducting structures built near AM stations.

While we think these issues are resolvable, we also believe it would be premature to approve this development without actually resolving them.

We request that we be notified of any decision in this matter.

Thank you,



**Matt Caine**  
President  
Whiteoaks Communications Group  
JOY Radio | CJMR 1320 | Faith Strong Today Media

*Joyradio*  
the voice of the city  
**CJMR 1320**

**FAITH STRONG TODAY**

P: 905.845.2821 ext. 246  
[linkedin.com/in/oakville-caine](https://www.linkedin.com/in/oakville-caine)

**MINUTES OF SETTLEMENT**

**THIS AGREEMENT** made this 27<sup>th</sup> day of October, 2020.

**BETWEEN :**

**GRAYDON BANNING LIMITED**  
(**"Mattamy"**)

- and -

**MARTILLAC ESTATES INC.**  
(**"Martillac"**)

-and-

**WHITEOAKS COMMUNICATIONS GROUP LIMITED**  
(**"Whiteoaks"**)

**WHEREAS** Graydon Banning Limited (**"Mattamy"**) is the owner of the property municipally known as 1357 Dundas Street West, within the Town of Oakville (**"Mattamy Lands"**);

**AND WHEREAS** an application for a zoning by-law amendment and a draft plan of subdivision was submitted to the Town of Oakville (**"Town"**) for the Mattamy Lands in November 2015 (**"Mattamy Application"**);

**AND WHEREAS** Martillac Estates Inc. (**"Martillac"**) is the owner of the property municipally known as 1359 Dundas Street West, within the Town of Oakville (**"Martillac Lands"**);

**AND WHEREAS** an application for a zoning by-law amendment and a draft plan of subdivision was submitted to the Town for the Martillac Lands in October 2016 (**"Martillac Application"**);

**AND WHEREAS** Mattamy and Martillac filed appeals of their respective applications to the Local Planning Appeal Tribunal (**"Tribunal"**), due to the Towns' failure to make a decision on the applications within the requisite timeframes (**"Appeals"**);

**AND WHEREAS** the appeal of the Mattamy Application was assigned Case No. PL170738 by the Tribunal and the appeal of the Martillac Application was assigned Case No. PL170735 by the Tribunal;

**AND WHEREAS** Whiteoaks Communications Group Limited (**"Whiteoaks"**) owns the lands legally described on **Schedule 'A'** of these Minutes of Settlement and which are adjacent to the Mattamy Lands and Martillac Lands (**"Whiteoaks Lands"**);

**AND WHEREAS** Whiteoaks operates radio telecommunication towers from the Whiteoaks Lands, the operation of which it claims could be impaired by the construction and presence of buildings on the Mattamy Lands and Martillac Lands (**"Radio Telecommunication Impairment"**);

**AND WHEREAS** Mattamy and Martillac have agreed to certain conditions of approval of the Town of Oakville to the draft plans of subdivision on the Mattamy Land and Martillac Lands in relation to the radio telecommunication towers on the Whiteoaks Lands, including the preparation and implementation of an AM Radio Construction Mitigation Plan and warning clauses to purchasers and tenants;

**AND WHEREAS** Whiteoaks has included a series of issues on the Issues List (Issues 4 to 7, hereinafter referred to as the "**Whiteoaks Issues**") on the Procedural Order for the Appeals, which Procedural Order was issued by the Tribunal on May 11, 2020;

**AND WHEREAS** the Whiteoaks Issues apply only to the high density residential permissions for Blocks 42, 43, and 62 on Mattamy's draft plan of subdivision, which is attached to these Minutes of Settlement as **Schedule 'B'** and for the Dundas Urban Core Block (Block 22) on Martillac's draft plan of subdivision, which is attached to these Minutes of Settlement as **Schedule 'C'** (collectively, the "**High Density Blocks**");

**AND WHEREAS** the Tribunal has scheduled a ten-day hearing to commence on October 26, 2020, in respect to the Appeals;

**AND WHEREAS** Mattamy, Martillac, and Whiteoaks (collectively, the "**Parties**") have agreed to a resolution of the Whiteoaks Issues, as between the Parties, and wish to reflect their agreement in these Minutes of Settlement;

**NOW THEREFORE** in consideration of the foregoing and in consideration of the mutual covenants hereinafter expressed and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree with one another as follows:

**1.0 Recitals Binding**

1.1 The recitals to these Minutes of Settlement are true and accurate and form a binding part of these Minutes of Settlement.

**2.0 List of Schedules**

2.1 The schedules to these Minutes of Settlement form a binding part hereof and are identified as follows:

Schedule 'A' – Legal Description of Whiteoaks Lands

Schedule 'B' – Mattamy's Draft Plan of Subdivision and Zoning By-law Amendment

Schedule 'C' – Martillac's Draft Plan of Subdivision and Zoning By-law Amendment

Schedule 'D' – Mitigation Measures

Schedule "E" – Warning Clause

Schedule "F" – Limited Mutual Release

### 3.0 Resolution of the Whiteoaks Issues

- 3.1 Mattamy and Martillac (together, the “**Developers**”) shall carry out the “**Mitigation Measures**” listed on **Schedule ‘D’** of these Minutes of Settlement in constructing any and all buildings on the High Density Blocks having a final height of greater than six storeys and shall appoint a person or persons to be a point of contact for Whiteoaks throughout construction of the High Density Blocks.
- 3.2 In addition to carrying out the Mitigation Measures, the Developers agree to investigate the feasibility and benefits of potential additional measures enumerated in this section the (“**Additional Measures**”). For greater certainty, the Developers do not commit to carrying out the Additional Measures except as provided below:
- a) The Developers, in consultation with Whiteoaks, will coordinate with the crane operators constructing the buildings on the High Density Blocks in respect of the length of the crane cable and to determine what boom positioning might minimize the temporary impact on reradiation while the cranes are parked overnight (the “Crane Related Measures”). For the purposes of providing input into these measures, Whiteoaks may on notice to and with the consent of the Developers enter the Mattamy Lands or Martillac Lands to conduct radiofrequency measurements. The Developers, shall implement those Crane Related Measures they determine are feasible and do not unreasonably interfere with the construction of the High Density Blocks; and
  - b) Grid measurements will be taken by the Developers on the Mattamy Lands and the Martillac Lands to determine if the design of the building footprints or layouts on the High Density Blocks can be tailored to take into account the variation of impinging radio frequency fields. The Developers will communicate and discuss the results of their findings with Whiteoaks, and taking into account any input from Whiteoaks that is provided on a timely basis, shall implement such footprint and layout design measures as the Developers, acting in good faith, determine are commercially reasonable in their sole discretion;
  - c) The Developers will investigate the benefits and concerns of using lossy fillers in the concrete mix for the buildings constructed on the High Density Blocks. The Developers will communicate and discuss the results of their findings with Whiteoaks, and taking into account any input from Whiteoaks that is provided on a timely basis, shall implement such measures as the Developers, acting in good faith, determine in their absolute and sole discretion are commercially reasonable.
- 3.3 Immediately upon execution of these Minutes of Settlement, the Developers shall collectively pay Whiteoaks the total capped sum of \$83,560 CAD, plus Harmonized Sales Tax (“**Monitoring and Remediation Funds**”). Whiteoaks will be solely responsible for monitoring the radio signals and undertaking any necessary remediation that Whiteoaks determines may be necessary. Any future remediation proposed by Whiteoaks shall occur solely on the Whiteoaks Lands and not on the Mattamy Lands or the Martillac Lands.

- 3.4 The Developers agree to include the warning clause in Schedule "E" in all lots and/or units and in the subdivision agreement with the Town of Oakville, which is to be registered on title.
- 3.5 Whiteoaks agrees that the Monitoring and Remediation Funds shall represent Mattamy's and Martillac's sole and complete contribution and responsibility for any and all Radio Telecommunication Impairment that may arise from or in any way be related to the construction and development of the Mattamy Lands and/or Martillac Lands with buildings up to heights of 16 storeys, other than as provided in sections 3.1, 3.2 and 3.5.
- 3.6 Immediately upon receipt of the Monitoring and Remediation Funds, Whiteoaks shall notify the Tribunal in writing that the Whiteoaks Issues are withdrawn.
- 3.7 Whiteoaks shall not, oppose, delay, or appeal, directly or indirectly, any development application for the Mattamy Lands or the Martillac Lands that does not seek to increase the maximum building heights of the High Density Blocks beyond 16 storeys, provided said development applications would not result in buildings heights of greater than six stories on lands that are outside the High Density Block. For clarity, these Minutes of Settlement do not restrict Whiteoaks from providing comments on the AM Radio Construction Mitigation Plan in accordance with the Town of Oakville conditions of approval of the draft plans of subdivision for Mattamy Lands and Martillac Lands
- 3.8 The Developers acknowledge that the mitigation measures for Radio Telecommunication Impairment set out in paragraphs 3.1 to 3.4 inclusive are based on the current Mattamy and Martillac Applications, in which building heights are limited to a maximum of 16 stories and there are no buildings proposed with heights greater than six stories outside the High Density Blocks. The Developers further agree that any increase to building heights greater than 16 stories within the High Density Blocks or greater than six stories outside the High Density Blocks will only be made through a separate zoning by-law amendment application or minor variance application, which Whiteoaks may oppose or appeal.
- 3.9 Immediately upon withdrawal of the Whiteoaks Issues, the Parties shall provide each other with an executed copy of the Limited Mutual Release attached to these Minutes of Settlement as **Schedule 'F'**. Notwithstanding the forgoing, if the cheques received for payment of the Monitoring and Remediation Funds have not cleared at the time of the withdrawal of the Whiteoaks Issues, Whiteoaks shall not be required to provide an executed copy of the Limited Mutual Release until such time as the funds have fully cleared.
- 4.0 Agreement to Indemnify Whiteoaks**
- 4.1 The Developers hereby indemnify and save Whiteoaks and its officers, employees, agents, insurers, heirs, successors, and assigns, harmless from and against any and all actions, suits, claims and demands (collectively, the "**Claim** or "**Claims**") brought by any party whatsoever or which may be incurred, sustained or paid by Whiteoaks in consequence of any injury that occurs or is alleged to have occurred during construction on the Mattamy Lands or Martillac Lands as a result of their proximity to the radio signals from the Whiteoaks Lands, , including all losses, costs, charges, and expenses, and legal expenses in relation to said Claims.

- 4.2 The Developers shall respond to and defend all such Claims on White Oak's behalf regardless of the Developers' perception or opinion of its liability or negligence in relation to the person or entity making the Claim.
- 4.3 The Parties agree that no action or proceeding brought or instituted under this indemnity and no recovery in pursuance thereof shall be a bar in defence to any further action or proceeding which may be brought under this indemnity by reason of any further default or defaults hereunder.
- 4.4 This indemnity shall not be deemed to have been waived, released, discharged, impaired, or affected by reason of the receivership, bankruptcy, winding up, or other creditor's proceeding against either Developer or by the transfer of title of the Mattamy Lands or the Martillac Lands.

#### **5.0 Agreement to Indemnify the Developers**

- 5.1 Whiteoaks hereby indemnifies and saves the Developers and their officers, employees, agents, insurers, heirs, successors, and assigns, harmless from and against any and all actions, suits, claims and demands (collectively, the "Claim" or "Claims") brought by any party broadcasting from the radio stations on Whiteoaks Lands which may be incurred, sustained or paid by the Developers in consequence of any injury that occurs or is alleged to have occurred due to Radio Telecommunication Impairment of broadcasts from Whiteoaks Lands during construction on the Mattamy Lands or Martillac Lands, including all losses, costs, charges, and expenses, and legal expenses in relation to said Claims.
- 5.2 Whiteoaks shall respond to and defend all such Claims on either Developer's behalf regardless of Whiteoaks' perception or opinion of its liability or negligence in relation to the person or entity making the Claim.
- 5.3 The Parties agree that no action or proceeding brought or instituted under this indemnity and no recovery in pursuance thereof shall be a bar in defence to any further action or proceeding which may be brought under this indemnity by reason of any further default or defaults hereunder.
- 5.4 This indemnity shall not be deemed to have been waived, released, discharged, impaired, or affected by reason of the receivership, bankruptcy, winding up, or other creditor's proceeding against Whiteoaks or by the transfer of title of the Whiteoaks Lands.

#### **6.0 Costs in Relation to Appeals**

- 6.1 None of the Parties to these Minutes of Settlement shall request that the Tribunal make an order for costs as against another Party to these Minutes of Settlement in respect of the proceedings having LPAT Case Numbers PL170735 and PL170737.

#### **7.0 General Provisions**

- 7.1 Time shall be of the essence in implementing these Minutes of Settlement.



7.2 Upon execution of these Minutes of Settlement, these Minutes of Settlement will not be treated as confidential and, among other things, may be filed with the Tribunal in respect of the Appeals.

7.3 Should there be any changes to the Planning Act, or any other legislation governing the Planning Instruments and the settlement herein, these Minutes of Settlement shall be modified accordingly and to the extent necessary to effectively implement and carry out the true intent and meaning of these Minutes of Settlement.

7.4 Unless otherwise specified in these Minutes of Settlement, all notices or other communications required by these Minutes of Settlement shall be in writing and shall be delivered to the applicable address set forth below, or as the same may be changed by any party hereto upon twenty-four (24) hours prior written notice to the other:

a) To Mattamy:

Turkstra Mazza Associates  
15 Bold Street  
Hamilton, ON, L8P 1T3

Attention: Scott Snider  
Phone: 905-529-3476  
Email: [ssnider@tmalaw.ca](mailto:ssnider@tmalaw.ca)

b) To Martillac:

Kagan Shastri LLP  
188 Avenue Road  
Toronto, ON M5R 2J1

Attention: Ira Kagan  
Phone: 416-368-2100 ext. 226  
Email: [ikagan@ksllp.ca](mailto:ikagan@ksllp.ca)

c) To Whiteoaks:

O'Connor MacLeod Hanna LLP  
700 Kerr Street  
Oakville, ON L6K 3W5

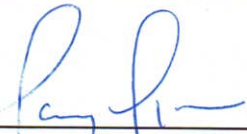
Attention: Konstantine Stavrakos  
Phone: 905-842-8030  
Email: [stavrakos@omh.ca](mailto:stavrakos@omh.ca)

7.5 These Minutes of Settlement shall be enforceable by and against the Parties hereto, their heirs, executors, administrators, successors and assigns. In the event that either Mattamy or Martillac seeks to transfer title to Mattamy Lands or the Martillac Lands prior to the completion of construction of the High Density Blocks, Mattamy or Martillac shall ensure that the transferee executes an amendment to these Minutes of Settlement adding it as a party, and agreeing to fulfill the obligations of Mattamy or Martillac, as the case may be, hereunder.

- 7.6 Subject to the provisions of these Minutes of Settlement, these Minutes of Settlement shall not be amended except by way of written agreement executed by the Parties to the Minutes of Settlement at the time of such amendment.
- 7.7 If any provision of these Minutes of Settlement or the application thereof to any circumstance is held to be invalid, illegal or unenforceable, then such invalidity, illegality or unenforceability shall attach only to such provisions and shall not affect any other provision of these Minutes of Settlement and where necessary shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein and the remaining provisions of these Minutes of Settlement or the application thereof to other circumstances shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.
- 7.8 These Minutes of Settlement are made pursuant to, shall be governed by, and shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario.
- 7.9 These Minutes of Settlement may be signed in counterparts and the signatures delivered by email transmission, each of which shall be deemed to be an original with the same effect as if the signatures thereto were upon the same instrument and delivered in person.
- 7.10 The Parties hereby authorize their legal counsel to insert the Mattamy zoning by-law amendment for the Mattamy Lands into Schedule "B" of these Minutes of Settlement and the Martillac Draft Plan of Subdivision and Zoning By-law Amendment for the Martillac Lands into Schedule "C" of these Minutes of Settlement upon finalization of same.

**IN WITNESS WHEREOF** the parties have executed this agreement by the hands of their duly authorized signing officers in that regard or have hereunto affixed their signature duly attested to, to be effective as of the date first written above.

**GRADON BANNING LIMITED**

Per:   
 Name: GARY GREGORIS  
 Title: SVP

*I have the authority to bind the Corporation.*

**MARTILLAC ESTATES INC.**

Per:  
 \_\_\_\_\_  
 Name:  
 Title:

*I have the authority to bind the Corporation.*

- 7.6 Subject to the provisions of these Minutes of Settlement, these Minutes of Settlement shall not be amended except by way of written agreement executed by the Parties to the Minutes of Settlement at the time of such amendment.
- 7.7 If any provision of these Minutes of Settlement or the application thereof to any circumstance is held to be invalid, illegal or unenforceable, then such invalidity, illegality or unenforceability shall attach only to such provisions and shall not affect any other provision of these Minutes of Settlement and where necessary shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein and the remaining provisions of these Minutes of Settlement or the application thereof to other circumstances shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.
- 7.8 These Minutes of Settlement are made pursuant to, shall be governed by, and shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario.
- 7.9 These Minutes of Settlement may be signed in counterparts and the signatures delivered by email transmission, each of which shall be deemed to be an original with the same effect as if the signatures thereto were upon the same instrument and delivered in person.
- 7.10 The Parties hereby authorize their legal counsel to insert the Mattamy zoning by-law amendment for the Mattamy Lands into Schedule "B" of these Minutes of Settlement and the Martillac Draft Plan of Subdivision and Zoning By-law Amendment for the Martillac Lands into Schedule "C" of these Minutes of Settlement upon finalization of same.

**IN WITNESS WHEREOF** the parties have executed this agreement by the hands of their duly authorized signing officers in that regard or have hereunto affixed their signature duly attested to, to be effective as of the date first written above.

**GRADON BANNING LIMITED**

Per:

\_\_\_\_\_  
Name:

Title:

*I have the authority to bind the Corporation.*

**MARTILLAC ESTATES INC.**

Per:

\_\_\_\_\_  
Name: Nicholas Fidei

Title: President

*I have the authority to bind the Corporation.*

**WHITEOAKS COMMUNICATIONS GROUP  
LIMITED**

**Per:**

A handwritten signature in black ink, appearing to read "Michael Caine", written over a horizontal line.

Name: Michael Caine

Title: President and Chief Executive Officer

*I have the authority to bind the Corporation.*

**SCHEDULE 'A'**

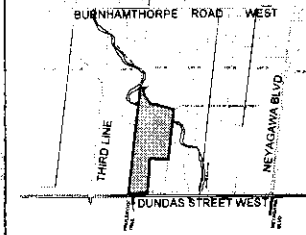
**Legal Description of Whiteoaks Lands**

**Part Lot 23, Concession 1 Trafalgar, NDS, as in 511813, save and except Parts 1 to 11,  
Plan 20R-21539; Town of Oakville**

SCHEDULE "B"

DRAFT PLAN OF SUBDIVISION  
24T-15006/1324  
GRAYDON BANNING

PART OF LOTS 24 & 25  
CONCESSION 1, NORTH OF DUNDAS STREET  
GEORGIC TOWNSHIP OF TRAFALGAR  
NOW IN THE  
TOWN OF OAKVILLE  
REGIONAL MUNICIPALITY OF HALTON



KEY MAP Subject Lands

OWNER'S AUTHORIZATION

I HEREBY AUTHORIZE GRAYDON BANNING TO PREPARE AND SUBMIT THIS DRAFT PLAN OF SUBDIVISION TO THE TOWN OF OAKVILLE FOR APPROVAL.

SIGNED: *[Signature]* On the 5th day of October, 2015  
Graydon Banning Ltd.  
435 Dundas Avenue East, Suite 110  
Mississauga, ON L4Y 2E2

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE BOUNDARIES OF THE LANDS TO BE SUBDIVIDED AS SHOWN ON THIS PLAN ARE THEIR RELATIONSHIP TO ADJACENT LANDS ARE CORRECTLY AND ACCURATELY SHOWN.

SIGNED: *[Signature]* DATE: March 10, 2006

Paul Edward D.L.S.  
BRIAN WATERS & EDWARD SURVEYORS LTD.  
100 DUNDAS STREET WEST, SUITE 200, OAKVILLE, ONTARIO L6J 1K3  
Tel: (905) 836-8888 Fax: (905) 836-8889

ADDITIONAL INFORMATION

- ARTICLE 22(1)(2) OF THE PLANNING ACT
- A. SHOWN ON PLAN
  - B. SHOWN ON PLAN
  - C. SHOWN ON PLAN
  - D. SHOWN ON PLAN
  - E. SHOWN ON PLAN
  - F. SHOWN ON PLAN
  - G. SHOWN ON PLAN
  - H. SHOWN ON PLAN
  - I. SHOWN ON PLAN
  - J. SHOWN ON PLAN
  - K. SHOWN ON PLAN
  - L. SHOWN ON PLAN

LAND USE SCHEDULE

Land Use	Blocks	Block Total	Area (ha)	Units
General Urban (GU)	1-11	11	4.82	125
Neighbourhood Centre (NC)	12-42	31	3.80	152
High Density Residential	43	1	2.58	
Village Square	44	1	0.50	
SWM Pond	45	1	1.75	
Open Space	46, 47, 73	3	0.07	
Residential Reserve	48-55	8	0.30	3
Walkway	56	1	0.02	
NHS	57-61	5	13.82	
Dundas Urban Core (DUC)	62	1	0.31	
Employment Lands	63, 64	2	0.54	
0.3m Reserve	65-72	8	0.00	
6m Storm Outlet Block	74	1	0.04	
7.5m ROW (49m)			0.04	
11m ROW (438m)			0.49	
17m ROW (1782m)			3.12	
19m ROW (124m)			0.22	
22m ROW (464m)			1.05	
25m ROW (423m)			1.51	
Totals	74	74	35.08	280

SDE CALCULATIONS - PHASE 1

Unit Type	Blocks	Units*	SDE**
Single Detached	1-11	125	125
Townhouse	12-41	152	111.0
Totals		277	236.0

\*Residential Reserve units not included in SDE calculations

\*\* SDE Factors:  
Detached = 1.00  
Townhouse = 0.73  
Apartment = 0.50

Date	Description	By	Check
04/05/19	Addition of 6m Storm Outlet Block	E	KC
10/12/19	Re-submission	D	SE
16/01/19	General Revisions - update adjacent network	D	SP
05/09/18	General Revisions	D	SP
25/04/18	Update land use table to reflect adjusted lotting	D	KC
03/04/18	Adjust roundabout ROW network	D	SP
23/01/18	General Revisions	D	CC
14/07/17	General Revisions	C	LC
22/03/17	General Revisions	B	TK
10/03/05	Draft plan submission (by others)	A	JRC
01/04/11	REVISION	DMW	BY

NOTES

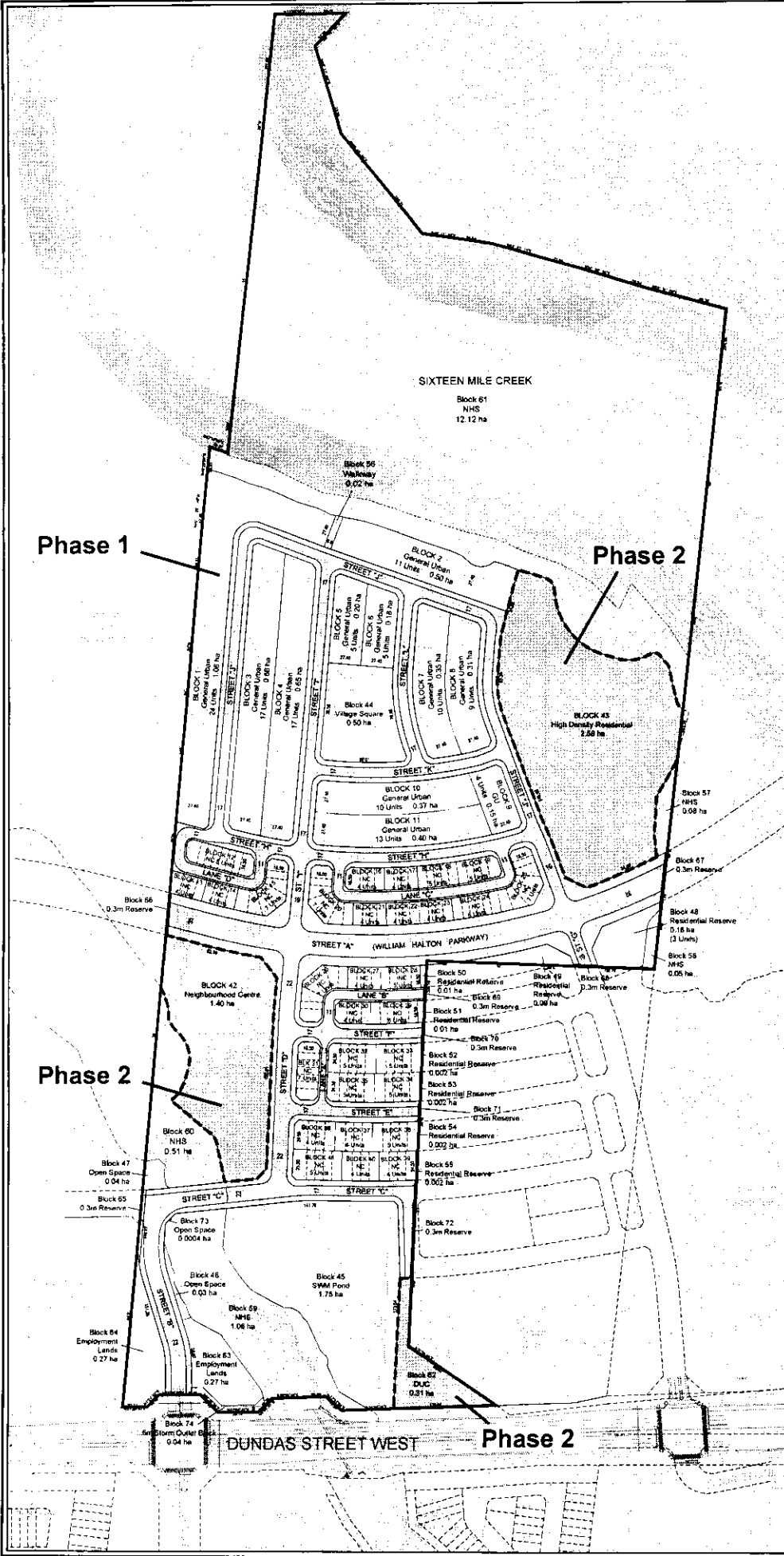
- Pavement illustration is diagrammatic.
- Connector or Avenue to Annual daylight triangle = 15m
- Connector or Avenue to Connector or Avenue daylight triangle = 7.5m
- All other daylight triangles = 3.5m



SCALE 1:1500 April 10, 2019

DRAWN BY: SE CHECKED BY: KC

**KORSIAK** Inc. *in partnership with*  
24677 Lakeshore Blvd. East  
Scarborough, Ontario M1S 4T7  
Tel: (416) 291-1100  
www.korsiak.com





**THE CORPORATION OF THE TOWN OF OAKVILLE**

**BY-LAW NUMBER 2020-116**

A by-law to amend the North Oakville Zoning By-law 2009-189, as amended, to permit the use of lands described as Part of Lot 24 and 25, Concession 1, NDS (Graydon Banning Limited, File No.: Z.1324.05)

**ORDERED BY THE L.P.A.T:**

1. Map 12(3) of By-law 2009-189, as amended, is further amended by rezoning the lands as depicted on Schedule 'A' to this By-law.
2. Part 8, Special Provisions, of By-law 2009-189, as amended, is further amended by adding a new Sections 8.93 and 8.94 as follows:

<b>93</b>	Graydon Banning Limited	Parent Zone: NC
Map 12(3)	(Part of Lots 24 and 25, Concession 1, NDS)	(2020-116)
<b>8.93.1 Zone Regulations</b>		
The following regulations apply to all lands identified as subject to this Special Provision:		
a)	The <i>lot line</i> abutting a William Halton Parkway shall be deemed the <i>front lot line</i> .	
b)	<i>Mixed use buildings</i> shall be the only building type permitted to front onto William Halton Parkway	
e)	Minimum <i>building height</i>	6 m and 2 <i>storeys</i>
f)	Maximum <i>building height</i>	23 m and 6 <i>storeys</i>
g)	Minimum <i>first storey height</i> for <i>mixed use buildings and apartments</i>	4.5 m

h)	Minimum number of <i>dwelling units</i>	85
<b>8.93.2 Parking Regulations</b>		
The following parking regulations apply:		
a)	Ventilation shafts/housing and stairways associated with an underground <i>parking garage</i> are not permitted between a <i>building wall</i> and any <i>lot line</i> abutting a <i>public street</i> .	
<b>8.93.3 Special Site Provisions</b>		
The following additional provisions apply:		
a)	<i>Height</i> shall be measured from the finished floor elevation closest to <i>grade</i> .	
b)	Transformer vault pads are not permitted between a <i>building wall</i> and any <i>lot line</i> abutting a <i>public street</i> .	

<b>94</b>	Graydon Banning Limited	Parent Zone: HDR
Map 12(3)	(Part of Lots 24 and 25, Concession 1, NDS)	(2020-116)

<b>8.94.1 Zone Regulations</b>		
The following regulations apply to all lands identified as subject to this Special Provision:		
a)	The <i>lot line</i> abutting Richard Plummer Trail shall be deemed the <i>front lot line</i> .	
b)	Maximum <i>front yard</i> and <i>flankage yard</i> shall not apply.	
e)	Minimum <i>building height</i>	16 m and 5 <i>storeys</i>
f)	Maximum <i>building height</i>	35 m and 10 <i>storeys</i>
g)	Minimum <i>height of first storey (mixed use buildings and apartments)</i>	4.5 m
h)	Minimum number of <i>dwelling units</i>	205
<b>8.94.2 Parking Regulations</b>		
The following parking regulations apply:		
a)	Ventilation shafts/housing and stairways associated with an underground <i>parking garage</i> are not permitted between a <i>building wall</i> and any <i>lot line</i> abutting a <i>public street</i> .	
<b>8.94.3 Special Site Provisions</b>		
The following additional provisions apply:		
a)	<i>Height</i> shall be measured from the finished floor elevation closest to <i>grade</i> .	



b)	Transformer vault pads are not permitted between a <i>building</i> wall and any <i>lot line</i> abutting a <i>public street</i> .
----	---

3. Section 9, Holding Provisions, of By-law 2009-189 is amended by adding a new Section 9.3.47 as follows:

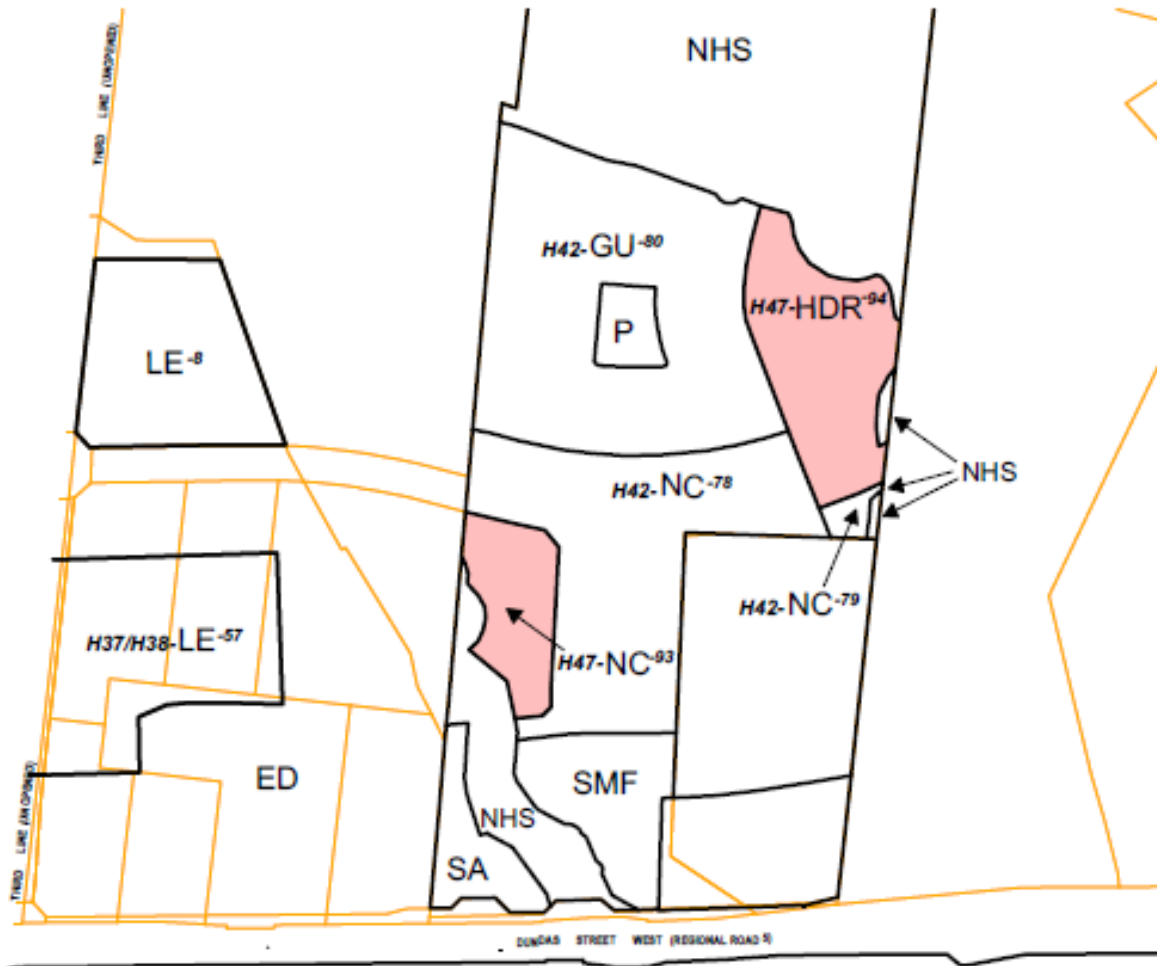
“H47	Graydon Banning Limited (Part of Lots 24 and 25, Concession 1, NDS)	Parent Zone: NC and HDR
Map 12(3)	1, NDS)	(2020-116)
<b>9.3.47.1 Only Permitted Uses Prior to Removal of the “H”</b>		
For such time as the “H” symbol is in place, these lands shall only be <i>used</i> for the following:		
a)	Legal <i>uses, buildings</i> and <i>structures</i> existing on the <i>lot</i> .	
<b>9.3.47.2 Conditions for Removal of the “H”</b>		
The “H” symbol shall, upon application by the landowner, be removed by <i>Town</i> Council passing a By-law under Section 36 of the <u>Planning Act</u> . The following condition(s) shall first be completed to the satisfaction of the <i>Town of Oakville</i> :		
a)	That sufficient water and wastewater services are available to the satisfaction of the Regional Municipality of Halton and the <i>Town of Oakville</i> .	
b)	That either: (i) Adjacent land is no longer being used for the purpose of an AM radio station; or (ii) Analysis/study/testing is completed and documented to identify and manage potential effects, if any, of the existing AM radio station on future residents, including compliance with applicable standards or guidelines related to potential interference with the consumer electronics and medial equipment (EMCAB-2 and IEC60601-1-2 as of October, 2020) and health and safety (Safety Code 6 as of October, 2020) and further, that any mitigation plan necessary to deal with potential effects is secured, all to the satisfaction of the Town of Oakville and Halton Region	

ORDERED by the Local Planning Appeal Tribunal Decision/Order dated \_\_\_\_\_, 2020 for File No. PL170737.


\_\_\_\_\_ MAYOR

\_\_\_\_\_ CLERK

**SCHEDULE "A"**  
To By-law 2020-116



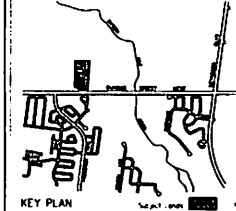
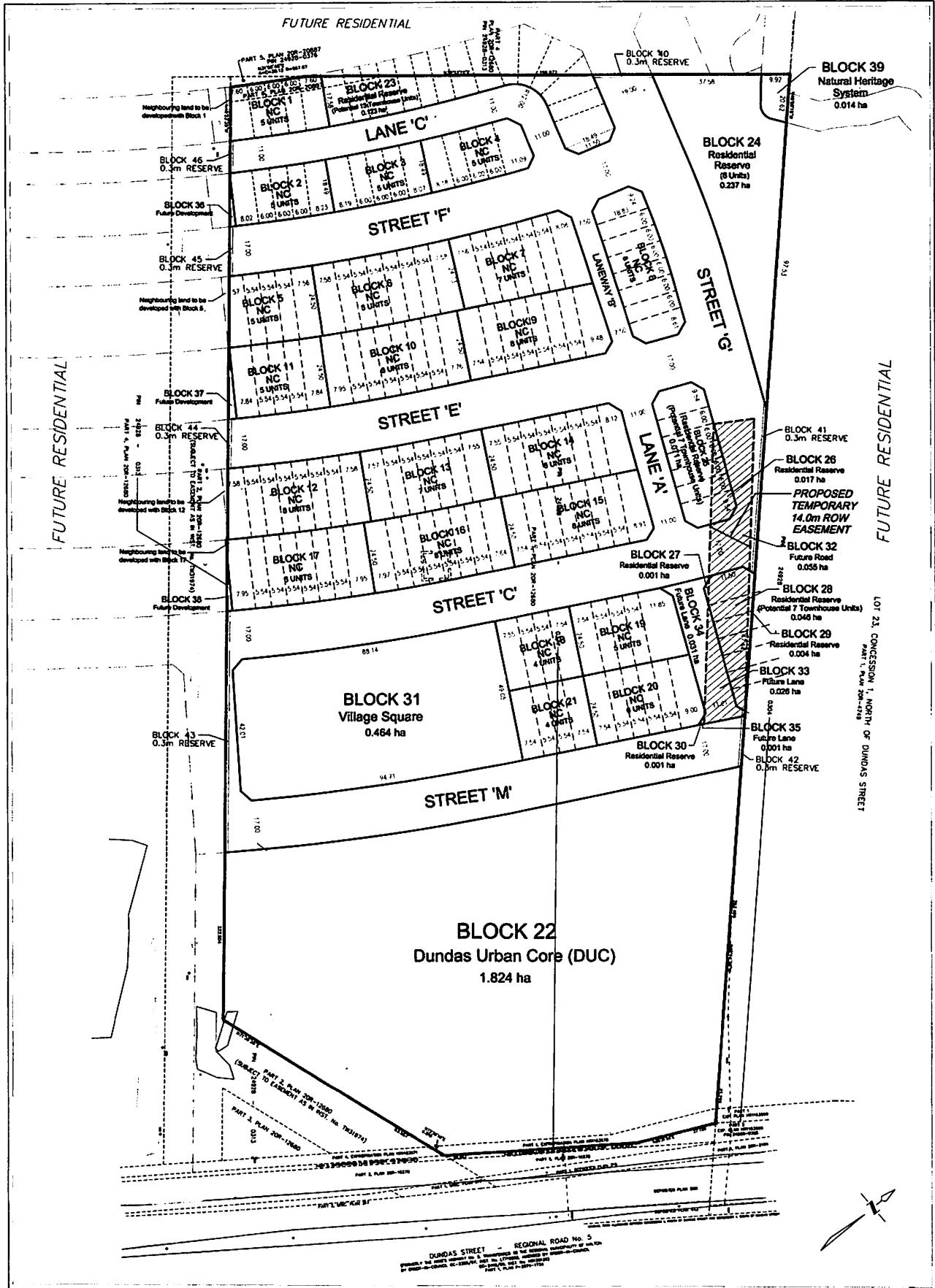
**AMENDMENT TO BY-LAW 2009-189**

 Rezone from Existing Development (ED) to –  
Neighbourhood Centre (H47 – NC sp:93) and  
High Density Residential (H47 – HDR sp:94)

**EXCERPT FROM MAP  
12 (3)**



**SCHEDULE 'C'**  
**Martillac's Draft Plan of Subdivision**



**DEVELOPMENT STATISTICS**

LAND USE	UNITS	LOT AREA (sq. m)	AREA (ha)
Neighbourhood Centre (NC)	155	1,121	1.14
Dundas Urban Core (DUC)	22	1,824	1.824
Residential Reserve	23	302	0.302
Village Square	5	2,424	2.424
Future Roads/Lanes	17	1,113	1.113
Future Developments	56	3,839	3.839
Natural Heritage System	33	1,074	1.074
Roads	25m R/W	50m	1.615
	15m R/W	275m	
	15.0m R/W	146m	
	15.0m R/W	159m	
<b>TOTAL</b>	<b>199</b>	<b>1,825</b>	<b>1.824</b>

Proposed Temporary 14.0m ROW Easement

**OWNER'S DECLARATION**

I, the undersigned, being the owner of the property, do hereby declare that the information contained in this plan is true and correct and that I have no knowledge of any other persons who have an interest in the property.

*[Signature]*

**PREPARED BY:**

*[Signature]*

**APPROVED BY:**

*[Signature]*

**SECTION 51(7) OF THE PLANNING ACT, R.S.O. 1990, c. P. 13, as amended to April 11, 1997**

a) b) c) d) e) f) g) h) i) - on plan  
 j) - on key plan  
 k) - see statistics  
 l) - piped water to be installed by developer  
 m) - none, ready bore  
 n) - all services to be made available by developer  
 o) - none

**SCALE 1:500**

**DRAFT PLAN OF SUBDIVISION**  
 PART OF LOT 24  
 CONCESSION 1  
 NORTH OF DUNDAS STREET  
 TOWN OF OAKVILLE  
 (GEOGRAPHIC TOWNSHIP OF TRAFALGAR)  
 REGIONAL MUNICIPALITY OF HALTON

**Thompson Planning Group Inc.**

No. 1000  
 Date: 12/15/98  
 Drawn By: BT  
 Checked By: BT  
 Date Printed: 12/15/98  
 1:500 Plot Size

**A1**



**THE CORPORATION OF THE TOWN OF OAKVILLE**

**BY-LAW NUMBER 2020-013**

A by-law to amend the North Oakville Zoning By-law 2009-189 to permit the use of lands described as Part of Lot 24, Concession 1, NDS (Martillac Estates Inc., File No.: Z.1324.09)

**ORDERED BY THE L.P.A.T:**

1. Map 12(3) of By-law 2009-189, as amended, is further amended by rezoning the lands as depicted on Schedule 'A' to this By-law.
2. Part 8, Special Provisions, of By-law 2009-189, as amended, is further amended by adding new Section 8.83 and 8.84 as follows:

<b>83</b>	Martillac Estates Inc.	Parent Zone: NC
Map 12(3)	(Part of Lots 24, Concession 1, NDS)	(2020-013)
<b>8.83.1 Zone Provisions</b>		
The following additional regulations apply to all lands identified as subject to this Special Provision:		
a)	For <i>corner lots</i> , a <i>porch</i> shall have a minimum depth from the exterior of the <i>building</i> to the outside edge of the <i>porch</i> of 1.5 metres. Required depths shall be provided for a minimum of 40% of the <i>porch</i> . However, steps and other obstructions may encroach a maximum of 0.3 metres into the required depth.	
b)	For <i>interior lots</i> , a <i>porch</i> shall have a minimum depth from the exterior of the <i>building</i> to the outside edge of the <i>porch</i> of 1.5 metres. Required depths shall be provided for a minimum of 70% of the <i>porch</i> . Steps and other obstructions may encroach a maximum of 0.3 metres into the required depth.	
c)	<i>Porches</i> shall have walls that are open and unenclosed for at least 40% of the total area of the vertical planes forming its perimeter, other than where it abuts the exterior of the <i>building</i> or insect screening.	

d)	Notwithstanding Section 5.4.1.2, a <i>parking space</i> in a <i>private garage</i> shall have an unobstructed area with a width of not less than 2.95 metres for a single car <i>private garage</i> and no step may encroach into the width of a <i>parking space</i> .
----	---

<b>84</b>	Martillac Estates Inc. (Part of Lots 24, Concession 1, NDS)	Parent Zone: NC  (2019-091)
Map 12(3)		

**8.84.1 Additional Permitted Building Type**

The following additional *building* type is permitted.

a)	<i>Stacked Townhouse Dwelling</i> including each <i>dwelling unit</i> having an independent entrance.
----	---

**8.84.2 Zone Provisions**

The following additional regulations apply to all lands identified as subject to this Special Provision:

a)	The <i>lot line</i> abutting Richard Plummer Trail shall be deemed the <i>front lot line</i> .	
b)	Minimum yard abutting a <i>public street</i>	2.0 m
c)	Minimum <i>rear yard</i> abutting the Natural Heritage System (NHS) zone	2.5 m
d)	Minimum width of a <i>landscape strip</i> abutting the Natural Heritage System (NHS) zone	1.5 m
e)	Minimum <i>interior side yard</i>	0 m
f)	For <i>corner lots</i> , a <i>porch</i> shall have a minimum depth from the exterior of the <i>building</i> to the outside edge of the <i>porch</i> of 1.5 metres. Required depths shall be provided for a minimum of 40% of the <i>porch</i> . Steps and other obstructions may encroach a maximum of 0.3 metres into the required depth.	
g)	<i>Porches</i> shall have walls that are open and unenclosed for at least 40% of the total area of the vertical planes forming its perimeter, other than where it abuts the exterior of the <i>building</i> or insect screening.	
h)	Transformer vaults and pads are not be permitted in any <i>yard</i> abutting a <i>public street</i> .	

3. Part 9, Holding Provisions, of By-law 2009-189, as amended, is further amended by adding new Section 9.3.43 as follows:

<b>43</b>	<b>Martillac Estates Inc.</b>	Parent Zone: NC
Map 12(3)	(Part of Lots 24, Concession 1, NDS)	(2020-013)
<b>9.3.44.1 Only Permitted Uses Prior to Removal of the “H”</b>		
For such time as the “H” symbol is in place, these lands shall only be used for the following:		
a)	Legal uses, <i>buildings</i> and <i>structures</i> existing on the <i>lot</i>	
<b>9.3.44.2 Conditions for Removal of the “H”</b>		
The “H” symbol shall, upon application by the landowner, be removed by Town Council passing a By-law under Section 36 of the <u>Planning Act</u> . The following condition(s) shall first be completed to the satisfaction of the Town of Oakville:		
a)	That the ultimate extension of Richard Plummer Trail southward from Harasym Street to Dundas Street West has been: i) constructed to a minimum base coarse asphalt; ii) conveyed to the Town of Oakville; and, ii) either dedicated as a public highway on a plan of subdivision or subject to a by-law dedicating the lands as a public highway.	

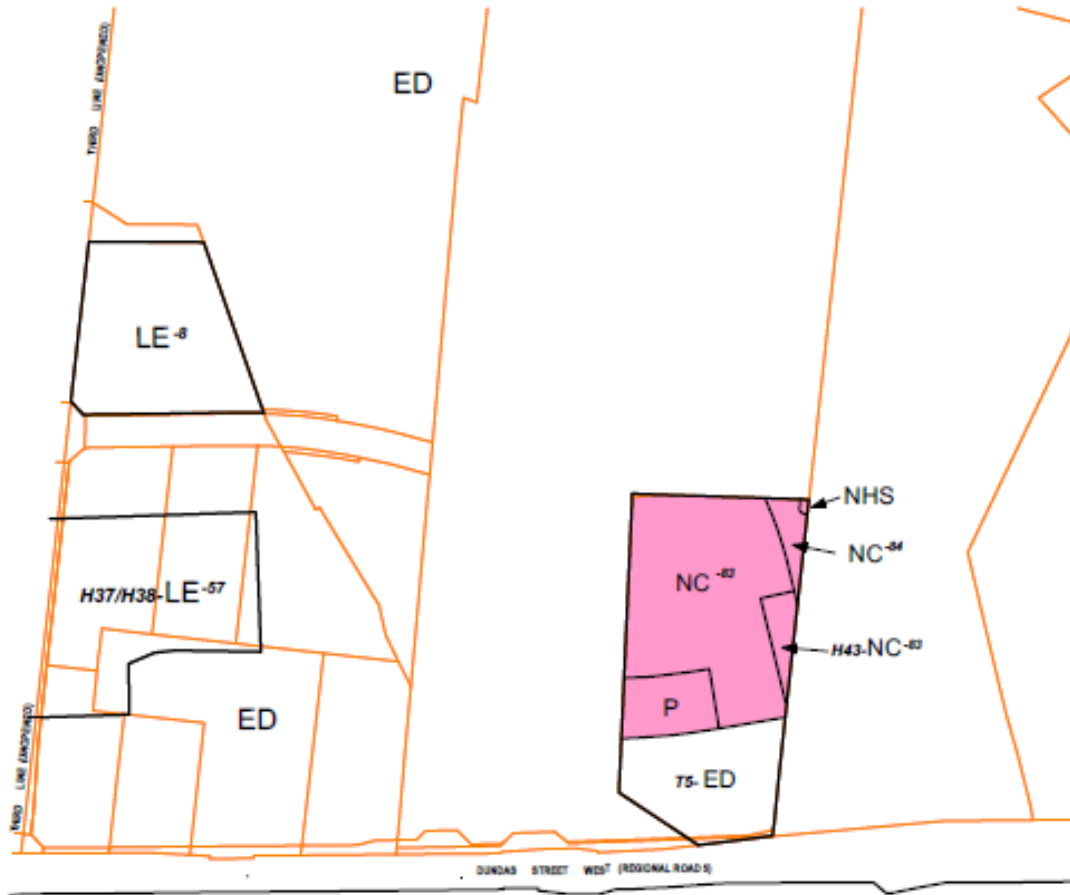
4. This By-law is enacted to implement a Decision of the Local Planning Appeal Tribunal (LPAT) pursuant to Section 34 of the *Planning Act*, R.S.O. 1990, c. P.13, as amended and comes into force the day the final LPAT Order is issued.

ORDERED by the Local Planning Appeal Tribunal Decision/Order dated \_\_\_\_\_, 2020 for File No. PL170735.


\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK

**SCHEDULE "A"**  
To By-law 2020-013



**AMENDMENT TO BY-LAW 2009-189**

 Rezoned from Existing Development (T5-ED) to Neighbourhood Centre (NC sp:83); Neighbourhood Centre (NC sp:84); Neighbourhood Centre (H43-NC sp:83); Natural Heritage System (NHS); and Park (P)

EXCERPT FROM MAP  
12 (3)



SCALE 1 : 7000





**THE CORPORATION OF THE TOWN OF OAKVILLE**

**BY-LAW NUMBER 2020-113**

A by-law to amend the North Oakville Zoning By-law 2009-189, as amended, to permit the use of lands described as Part of Lot 24, Concession 1, NDS (Martillac Estates Inc., File No.: Z.1324.09) and Part of Lot 24 and 25, Concession 1, NDS (Graydon Banning Limited, File No.: Z.1324.05)

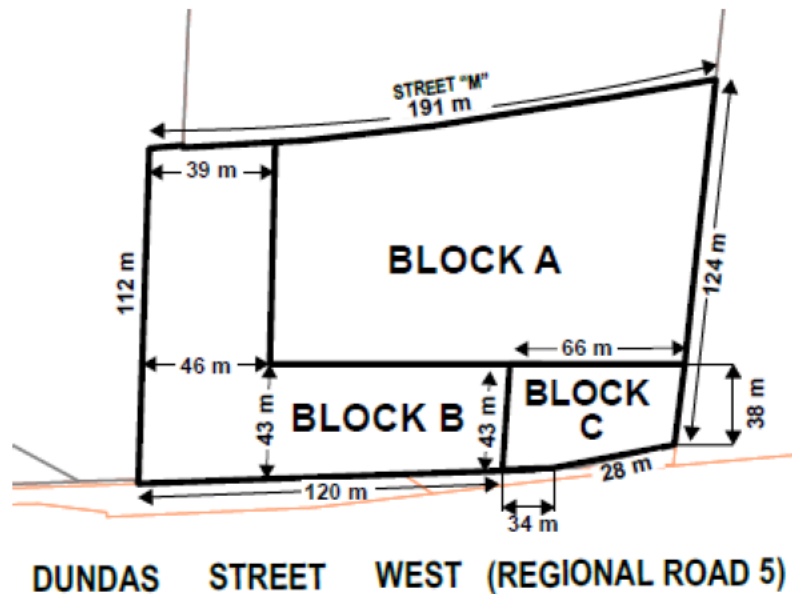
**ORDERED BY THE L.P.A.T:**

1. Map 12(3) of By-law 2009-189, as amended, is further amended by rezoning the lands as depicted on Schedule 'A' to this By-law.
2. Part 8, Special Provisions, of By-law 2009-189, as amended, is further amended by adding a new Section 8.92 as follows:

<b>92</b>	Martillac Estates Inc.	Parent Zone: DUC
Map 12(3)	(Part of Lots 24, Concession 1, NDS)	(2020-113)
<b>8.92.1 Additional Building Types</b>		
The following additional <i>building</i> types are permitted within in Block A identified in Figure 8.92.1:		
a)	<i>Stacked townhouse dwelling</i> , including each <i>dwelling unit</i> having an independent entrance	
b)	<i>Townhouse dwelling</i>	
<b>8.92.2 Zone Regulations for All Lands</b>		
The following regulations apply to all lands identified as subject to this Special Provision:		
a)	Minimum and maximum <i>floor space index</i> shall not apply.	
b)	The <i>lot line</i> abutting a Dundas Street West shall be deemed the <i>front lot line</i> .	

**8.92.7 Special Site Figures for All Lands**

Figure 8.92.1



**8.92.8 Special Site Provisions**

The following additional provisions apply:

- a) *Height* shall be measured from the finished floor elevation closest to *grade*.
- b) Transformer vault pads are not permitted between a *building* wall and any *lot line* abutting a *public street*.
- c) The finished floor elevation of a *dwelling unit* is not permitted more than 0.6 m below the highest grade level immediately adjacent to the *dwelling unit*.

**8.92.9 Bonusing Provisions for Lands**

In order to permit the increased height permissions contained in this Special Provision (sections 8.92.3(c), 8.92.4(c) and 8.92.5(c), zoning compliance for the additional *height* and *storeys* shall be dependent upon the registration on title of an agreement or agreements pursuant to Section 37 of the Planning Act. The owner of the subject lands shall provide to the satisfaction of the Town the facilities, services, and matters in the form of one or more of the following:

- a) Contributions by the Owner of the subject property to the Corporation of the Town of Oakville to be used for eligible community benefits identified in the Official Plan.

c)	Maximum <i>front yard</i> and <i>flankage yard</i> shall not apply.	
d)	Minimum easterly <i>interior side yard</i>	7.5 m
e)	Minimum <i>rear yard</i>	2.5 m
f)	Minimum <i>first storey height</i> for <i>mixed use buildings, apartments and commercial/residential buildings</i>	4.5 m
g)	Minimum and maximum <i>height</i> requirements shall not apply to rooftop mechanical penthouses, mechanical equipment and associated screening provided they do not exceed 6.0 m in height measured from the top of the roof.	
<b>8.92.3 Additional Zone Regulations for Block A</b>		
The following additional regulations apply to all lands identified as Blocks A identified in Figure 8.92.1:		
a)	Minimum <i>building height</i>	9 m and 3 <i>storeys</i>
b)	Maximum <i>building height</i>	29 m and 8 <i>storeys</i>
c)	Maximum <i>building height</i> (upon execution of a Section 37 Agreement)	41 m and 12 <i>storeys</i>
<b>8.92.4 Additional Zone Regulations for Block B</b>		
The following additional regulations apply to all lands identified as Block B identified in Figure 8.92.1:		
a)	Minimum <i>building height</i>	16 m and 5 <i>storeys</i>
b)	Maximum <i>building height</i>	41 m and 12 <i>storeys</i>
c)	Maximum <i>building height</i> (upon execution of a Section 37 Agreement)	54 m and 16 <i>storeys</i>
<b>8.92.5 Additional Zone Regulations for Block C</b>		
The following additional regulations apply to all lands identified as C identified in Figure 8.92.1:		
a)	Minimum <i>building height</i>	16 m and 5 <i>storeys</i>
b)	Maximum <i>building height</i>	29 m and 8 <i>storeys</i>
c)	Maximum <i>building height</i> (upon execution of a Section 37 Agreement)	41 m and 12 <i>storeys</i>
<b>8.92.6 Parking Regulations</b>		
The following parking regulations apply:		
a)	Ventilation shafts/housing and stairways associated with an underground <i>parking garage</i> are not permitted between a <i>building wall</i> and any <i>lot line</i> abutting a <i>public street</i> .	

3. Section 9, Holding Provisions, of By-law 2009-189 is amended by adding a new Section 9.3.46 as follows:

“H46	Martillac Estates Inc.	Parent Zone: DUC
Map 12(3)	(Part of Lots 24, Concession 1, NDS)	(2020-113)
<b>9.3.46.1 Only Permitted Uses Prior to Removal of the “H”</b>		
For such time as the “H” symbol is in place, these lands shall only be <i>used</i> for the following:		
a)	Legal <i>uses, buildings and structures</i> existing on the <i>lot</i> .	
<b>9.3.46.2 Conditions for Removal of the “H”</b>		
The “H” symbol shall, upon application by the landowner, be removed by <i>Town Council</i> passing a By-law under Section 36 of the <u>Planning Act</u> . The following condition(s) shall first be completed to the satisfaction of the <i>Town of Oakville</i> :		
a)	That either: (i) Adjacent land is no longer being used for the purpose of an AM radio station; or (ii) Analysis/study/testing is completed and documented to identify and manage potential effects, if any, of the existing AM radio station on future residents, including compliance with applicable standards or guidelines related to potential interference with the consumer electronics and medial equipment (EMCAB-2 and IEC60601-1-2 as of October, 2020) and health and safety (Safety Code 6 as of October, 2020) and further, that any mitigation plan necessary to deal with potential effects is secured, all to the satisfaction of the Town of Oakville and Halton Region	

ORDERED by the Local Planning Appeal Tribunal Decision/Order dated \_\_\_\_\_, 2020 for File No. PL170735 and PL170737.

---

MAYOR


---

CLERK

**SCHEDULE "A"**  
**To By-law 2020-113**



**AMENDMENT TO BY-LAW 2009-189**

 Rezoned from Existing Development (T5-ED) to Dundas Urban Core (H46 - DUC sp:92);

EXCERPT FROM MAP  
12 (3)



SCALE 1 : 6000

**SCHEDULE 'D'**  
**Mitigation Measures**

1. Utilities will be concentrated in a central core away from the exterior of the buildings.
2. Fiberoptic telecommunications will be used throughout the buildings.
3. The use of metal cladding will be minimized on the exterior of the buildings. There will be no continuous vertical metallic elements on the exterior of the buildings.
4. Non-conductive window wall systems will be used where feasible and permitted by all applicable building codes.
5. Where possible, ABS and PEX will be used instead of metallic pipe.
6. There will be no cellular or other wireless antennas installed above the penthouse roof line of the buildings.
7. Fiberglass or plastic eaves and downspouts will be used where structurally feasible and permitted by all applicable building codes.

**SCHEDULE 'E'**  
**Warning Clause**

"Purchasers/tenants are advised that the property is in proximity to an **AM radio transmission site** and nuisance from interference with consumer electronics and potential shocks from metallic objects may occur."



**SCHEDULE 'F'**  
**Limited Mutual Release**

**LIMITED MUTUAL RELEASE**

**BETWEEN:**

**GRAYDON BANNING LIMITED**  
**("Mattamy")**

**- and -**

**MARTILLAC ESTATES INC.**  
**("Martillac")**

**-and-**

**WHITEOAKS COMMUNICATIONS GROUP LIMITED**  
**("Whiteoaks")**

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

**WHEREAS** Graydon Banning Limited ("**Mattamy**") and Martillac Estates Inc. ("**Martillac**"), have entered into Minutes of Settlement dated October 27<sup>th</sup>, 2020 with Whiteoaks Communications Group Limited ("**Whiteoaks**") in relation to certain development application appeals (the "**Minutes of Settlement**") that are before the Local Planning Appeal Tribunal bearing Case No. PL170738 and Case No. PL170735 (the "**Appeals**");

**AND WHEREAS** Whiteoaks operates radio telecommunication towers from the **Whiteoaks Lands** which is adjacent to the **Mattamy Lands** and **Martillac Lands**, as these terms are defined and legally described in the Minutes of Settlement;

**AND WHEREAS** Whiteoaks claims that the operation of the radio telecommunication towers could be impaired by the construction and presence of buildings on the Mattamy Lands and Martillac Lands ("**Radio Telecommunication Impairment**");

**AND WHEREAS** Mattamy and Martillac have agreed to certain conditions of approval of the Town of Oakville to the draft plans of subdivision on the Mattamy Land and Martillac Lands in relation to the radio telecommunication towers on the Whiteoaks Lands, including the preparation and implementation of an AM Radio Construction Mitigation Plan and warning clauses to purchasers and tenants;

**AND WHEREAS** Mattamy and Martillac have agreed in the Minutes of Settlement to undertake certain **Mitigation Measures**, **Additional Measures** and to pay Whiteoaks **Monitoring and Remediation Funds** as those terms are defined in the Minutes of Settlement in return for Whiteoaks withdrawing its issues in the Appeals;

**NOW THEREFOR IN RETURN FOR GOOD AND VALUABLE MUTUAL CONSIDERATION** as more particularly set out in the Minutes of Settlement and subject to the terms thereof, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

**MATTAMY** and **MARTILLAC** together with their affiliates, associated and related corporations, associated and related partnerships do hereby **RELEASE AND FOREVER DISCHARGE WHITEOAKS** and its affiliates, associated and related corporations, associated and related partnerships, their present and former officers, directors, employees, agents, shareholders, beneficiaries, trustees, predecessors, successors, and assigns (collectively the "**Developers**") from any and all claims, actions, causes of action, applications, debts, dues, accounts, demands, covenants, contracts, complaints, obligations, duties, breaches of contract, breaches of duty, acts, omissions, compensations, promises, damages of any kind, personal injuries, business interruption, loss of business or business opportunities, losses of any other kind, costs, expenses, claims for interest or disbursements, remedies for losses, choses in action, entitlements, liabilities, demands, rights of indemnity and all other claims and rights (the "**Claims**"), which the Developers have or in the future may have, whether individually or collectively against Whiteoaks, arising out of or in any way related to the emission of radio frequencies or radio frequency radiation from the Whiteoaks Landf (the "**Radio Frequency Release**").

**AND WHITEOAKS** together with its affiliates, associated and related corporations, associated and related partnerships do hereby **RELEASE AND FOREVER DISCHARGE MATTAMY** and **MARTILLAC** and their affiliates, associated and related corporations, associated and related partnerships, their present and former officers, directors, employees, agents, shareholders, beneficiaries, trustees, predecessors, successors, and assigns from any and all **Claims**, which Whiteoaks has or in the future may have against the Developers, whether individually or collectively, arising out of or in any way related Radio Telecommunication Impairment (the "**Radio Telecommunication Impairment Release**") except as follows:

**NOTWITHSTANDING ANY PROVISION IN THIS RELEASE, THE RADIO TELECOMMUNICATION IMPAIRMENT RELEASE DOES NOT IN ANY WAY RELEASE: THE DEVELOPERS FROM**

1. their obligations under the Minutes of Settlement and more particularly their obligations in respect of **Mitigation Measures** and **Additional Measures** which are ongoing and have not been performed at the time of the executed of this Mutual Limited Release, nor any Claims arising from a failure to perform the Developers obligations under the Minutes of Settlement, regardless of whether such Claims are in any way related to Radio Telecommunication Impairment; and
2. the Developers from any Claims related to building heights as built or proposed that exceed a maximum of 16 stories within the **High Density Blocks**, as defined in the Minutes of Settlement, or that exceed building heights of six stories outside the High Density Blocks, regardless of whether such Claims are in any way related to Radio Telecommunication Impairment

**AND IT IS UNDERSTOOD AND AGREED** that for the aforesaid consideration, the Parties represent and warrant that they have not assigned or transferred, or purported to assign or transfer, to any person, partnership, corporation, or other such entity any of the Claims released above, nor any of the matters about which they agree herein not to make any claim or take any proceedings.

**AND IT IS UNDERSTOOD AND AGREED** that for the aforesaid consideration, the Parties represent and warrant that no consent, approval, waiver or other intervention or involvement of any kind by any other party is required for the effective release of the Claim or the effective execution of this release, other than the approval of the Court as set out in the Settlement Agreement.

**AND FOR THE AFORESAID CONSIDERATION** the Parties acknowledge, declare and agree that they have had sufficient time and opportunity to seek independent legal and other professional advice with respect to the terms of this settlement and this release, that they understand the terms of this release and voluntarily accept the consideration referred to above for the purpose of making full and final compromise, adjustment and settlement of all Claims as aforesaid, and represent and warrant that they have not been induced to enter into this release by reason of any representation or warranty of any kind whatsoever and that there is no condition, express or implied, or collateral agreement affecting the said settlement.

**AND FOR THE SAME CONSIDERATION**, the **Developers** agree not to make any claim or take any proceedings either in their own name or in the names of entities they directly or indirectly control, against any other person, corporation, partnership or other entity which might claim contribution or indemnity in law or in equity, under contract, by statute, or otherwise, from the Parties in respect of the matters referred to in the **Radio Frequency Release**.

**AND FOR THE SAME CONSIDERATION**, the **Whiteoaks** agrees not to make any claim or take any proceedings either in their own name or in the names of entities they directly or indirectly control, against any other person, corporation, partnership or other entity which might claim contribution or indemnity in law or in equity, under contract, by statute, or otherwise, from the Parties in respect of the matters referred to **Radio Telecommunication Impairment Release**, subject to the exceptions to said release set out above.

**THIS LIMITED MUTUAL RELEASE SHALL BE BINDING** upon and shall enure to the benefit or the respective successors, successors in title, assigns, heirs, executors, administrators and/or legal or personal representatives of the Parties.

**THIS LIMITED MUTUAL RELEASE** is to be governed by and interpreted in accordance with the laws of Ontario and the Parties submit to the exclusive jurisdiction of the Courts of Ontario in connection with any dispute or interpretation regarding this release.

**THIS LIMITED MUTUAL RELEASE** may be executed by the Parties in separate counterparts each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. To evidence its execution of an original counterpart of this release, a Party may send a copy of its original signature on the execution page hereof to the other Party by facsimile, e-mail in pdf format or by other electronic transmission and such transmission shall constitute delivery of an executed copy of this Release to the receiving Party.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK, SIGNATURES ON FOLLOWING PAGE]**

**GRAYDON BANNING LIMITED**

Per: \_\_\_\_\_  
I have authority to bind the  
corporation.  
Name:  
Title:  
Date:

**MARTILLAC ESTATES INC.**

Per: \_\_\_\_\_  
I have authority to bind the  
corporation.  
Name:  
Title:  
Date:

**WHITEOAKS COMMUNICATIONS  
GROUP LIMITED**

Per: \_\_\_\_\_  
I have authority to bind the  
corporation.  
Name: Michael Caine  
Title: President and Chief Executive Officer  
Date:

---

**From:** Andrew Ion  
**Sent:** Saturday, February 13, 2021 6:03 PM  
**To:** Town Clerk  
**Subject:** 1280 Dundas Street West File No. Z. 1423.07 - Proposal Sign

SECURITY CAUTION: This email originated from outside of The Town of Oakville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Town Clerk,

I noticed that a sign has been put up notifying of a proposed development at 1280 Dundas Street West. I'm writing to express concern about this sign, given:

- It is not actually located near where anyone lives or within a neighborhood
- The sign is not visible from Dundas Street due to the tree line, the fact that Fourth Line is significantly lower than Dundas Street, and that people on Dundas Street are driving at speed (see attached photos)
- Few drive along that stretch of Fourth Line as it is a dead end. Some people park near the cul-de-sac to sneak into Lions Valley Park, but it is unlikely that they live in the area and are still unlikely to notice the sign

In the interests of transparency and creating reasonable awareness, requesting that the city move this sign to the end of Glenayr Gate near Wooden Hill Circle on the edge of the St. Volodymyr property, given that the proposal involves severing that property and the proposal is tremendously impactful to those on that street (see attached photo). Also, suggest the Town put another highly visible sign at the Lions Valley Parking Lot, as this proposed development will tower over the valley and impact the views and enjoyment of those who use the park.

Respectfully,

Andrew Ion  
Falkland Crescent



Trafalgar Lawn  
Cemetery



50







**From:** Andrew Ion [REDACTED]  
**Sent:** Monday, June 07, 2021 8:29 AM  
**To:** Town Clerk; Allan Elgar; Peter Longo; Legislative Coordinator  
**Subject:** Re: Statutory Public Meeting Proposed Zoning By-law Amendment, File No. Z. 1423.07, Ward No. 4

Dear Town Clerk, Mr. Elgar and Mr. Longo,

Thank-you for the invitation to the Statutory Meeting. While I may not be able to attend, I'd like to submit the following questions and visual aids to facilitate the discussion:

My continuing belief is that people do not understand just how big this building is. To that end, I've created the following flyby video (no audio) to illustrate. Please see:  
<https://youtu.be/FeB6erBO7LU>

Further, I ask the following questions be tabled:

Given the presence of the radio tower, and the fact that the nearby Delmanor Glen Abbey (Upper Middle & Nottinghill Gate) is only 2 storeys and the Revera on Third Line is only 3, why does this particular development need to be 8? Instead of one very big building flanked by small townhouses, why not have several 3 storey buildings? Presumably this would allow a similar overall occupancy on the land, have a similar impact to the community and environment, as well as not interfere with the radio tower as much, and not require the same type of rezoning and thus be outside of plan.

As I may not be able to attend, I trust I'll be notified how to access the answers and discussion to this question that was tabled at the meeting.

Thank-you very much,

Andrew Ion  
[REDACTED] Falkland Cres, [REDACTED]

On Mon, May 17, 2021 at 3:09 PM Legislative Coordinator  
<[legislative.coordinator@oakville.ca](mailto:legislative.coordinator@oakville.ca)> wrote:

Attached is the Notice of Statutory Public Meeting served in accordance with the *Planning Act*, R.S.O. 1990, c. P.13, as amended.

If you prefer that we use an alternative email address for service, please contact Legislative Coordinator at 905-845-6601 ext. 5986 or at [legislativecoordinator@oakville.ca](mailto:legislativecoordinator@oakville.ca).

**Legislative Coordinator**

**[legislativecoordinator@oakville.ca](mailto:legislativecoordinator@oakville.ca)**

**Planning Services**

Town of Oakville | 905-845-6601, ext.5986 | f: 905-338-4230 | [www.oakville.ca](http://www.oakville.ca)

**[Complete our Community Development customer service survey](#)**

**Canada's Best Place to Live (MoneySense 2018)**

Please consider the environment before printing this email.

<http://www.oakville.ca/privacy.html>

VICKY TYTANECK CLERK OF THE TOWN OF OAKVILLE  
1225 TRAFALGAR ROAD,  
OAKVILLE, ONTARIO L6H 0HE

Delivered by e mail and to secure drop box at Town Hall

Dear Ms. Tytaneck:

Re Notice of Proposed Zoning By-law Amendment 1280 Dundas Street West Oakville

I am the owner of [REDACTED] Fourth Line Oakville and I have received (on May 21) and reviewed the undated Notice of Proposed Zoning By-Law Amendment from Town of Oakville with contact details from Senior Planner Kate Cockburn.

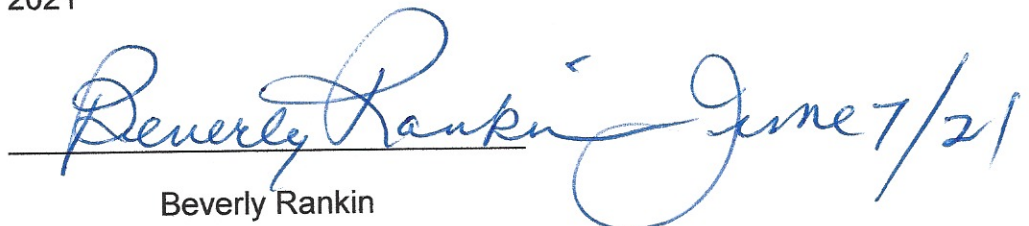
I reviewed the detailed plans available online and will be retaining a representative to act on my behalf. I am fully aware of the negative effect of this proposal on my property should the by-law amendment be enacted by council, without also extending similar amendments to my adjacent property.

I am objecting most vehemently to the Proposed Zoning By-Law Amendment for 1280 Dundas Street West and the following is my Notice of Objection.

I, Beverly Rankin, the owner of [REDACTED] Fourth Line Oakville, object to the proposal by the St. Volodymr's Cathedral of Toronto/Delmanor West Oak Inc. to amend the Zoning By-Law for the following reasons and relevant facts:

1. Based on the review of all of the relevant studies completed on behalf of the Applicants, it is clear that my property is also within the boundaries and scope of all of the studied areas. Beneficial reasons for approving the Amendment would be applicable to my property as well.
2. Any changes to the Zoning and Density being considered on behalf of the Applicants should also be afforded to my property.

Dated at Oakville June 7, 2021

  
Beverly Rankin