



Staff Report

Planning & Development Services – Planning Division

Report To: Committee of the Whole Meeting
Meeting Date: June 21, 2022
Report Number: PDS.22.004
Title: P3036 Manorwood Thornbury – Proposed Land Transfers and Easements
Prepared by: Travis Sandberg, Intermediate Planner

A. Recommendations

THAT Council receive Staff Report PDS.22.004, entitled “Manorwood Thornbury – Proposed Land Transfers and Easements”;

AND THAT Council direct staff to complete the land transfers through the future Site Plan Control Agreement.

B. Overview

This report provides review and recommendation regarding proposed land transfers and easements between the Town of The Blue Mountains (the “Town”) and Manorwood Thornbury Inc. (the “Developer”), for the proposed development located at the property legally described as Thornbury Town Plot, Part Lots 15 to 19, Part Mcauly St, Registered Plan 16R-8184, Parts 2 and 4 (the “Subject Lands”).

C. Background

The Subject Lands are approximately 9,502sq.m. in size, and are located at the intersection of Elgin Street North and Huron Street East in Thornbury. The lands are vacant and surrounding land uses include the Thornbury Cidery, Breaker Technologies, the Thornbury Medical Clinic, and low-density residential uses. Smith Memorial Park/Cedar Grove Park also abuts the Subject Lands to the west. An active Site Plan Application (File No.: P3036) is currently under review by the Town for the development of forty-two (42) townhouse condominium units on the Subject Lands. A location map and aerial photo of the Subject Lands is provided below as Figures 1 and 2.

The proposed development plan includes the use of what are currently municipally owned lands that would be integral to the development of the site, as envisioned in an earlier concept development plan from 2009 proposed by previous owners of the lands. The current Developer has requested that previously contemplated land transfers outlined in Memorandum of

Understanding, dated July 2009, now be completed to accommodate their current development proposal.

Figure 1: Location Key Map



Figure 2: Aerial Photo



The Town entered previously into a series of Memorandum of Understanding with the previous owners of the Subject Lands (known as the “Developer’s MOU”), the previous owners of the Thornbury Cidery (known as the “Cidery MOU”), and the Thornbury Medical Centre (known as the “Medical Centre MOU”). These MOUs were entered into in July 2009 and outlined a number of proposed mutual land transfers between the respective Parties that were to take place in consideration of the development of the Subject Lands and the Medical Centre.

With respect to the Developer’s MOU, the previous owner of the Subject Lands agreed to the following (see Attachment 1 for a diagram outlining the transfers):

1. To transfer the Medical Centre Lands and Driveway Lands to the Town, with the understanding that the Town would convey the Medical Centre Lands an access easement over the Driveway Lands in favour of the Medical Centre;
2. To transfer the Developer’s Transfer Lands to the Town, with the understanding that the Town would convey the lands to the Thornbury Cidery;
3. To transfer the New Georgian Trail Lands to the Town, with the understanding that the Town would convey the Georgian Trail Lands to the Developer, with an access easement reserved in favour of the Town for access to the Medical Centre and Parking Lot Lands.

To-date, it appears that the transfers outlined as Items One and Two above were completed by the then Developer and the Town, which facilitated the construction of the existing Medical Centre. However, the transfers outlined as Item Three were not completed (see Attachment 2 to view the terms of the “Developer’s MOU”).

The current Developer is seeking Council to support and approve the completion of the original Item Three transfer of the Georgian Trail Lands to complete their Site Plan Approval application on the Subject Lands.

D. Analysis

The current Developer proposes to Council the following:

1. Transfer of the “Georgian Trail Lands”, being Parts 4, 5, 6, Reference Plan 16R-9726, to the Developer by the Town, as was contemplated by the July 2009 MOU(s).
2. Transfer of the “New Georgian Trail Lands”, being Part 2, Reference Plan P16R-9726, to the Town by the Developer.
3. Transfer of a proposed Open Space Block (approximately 1,270sq.m in area) to the Town by the Developer at the corner of Elgin Street North and Huron Street East. The current Developer is proposing this transfer as an over contribution of the parkland dedication required through their Site Plan Approval process. In its current configuration the Open Space Block would equate to a parkland dedication of approximately 13.4% whereas a maximum of 5% is allowed under the *Planning Act*. The Developer has confirmed their intention is to convey with the constructed improvements as per the proposed Landscape Plan (see Attachment 5). A new deposited Reference Plan survey will be required to describe this proposed Open Space Block transfer.

In addition to the proposed land transfers, the following easements would be required to be established either in tandem with the proposed land transfers or through the approval of the current Developer’s Site Plan Agreement:

1. An easement for public access in favour of the Town over the internal condominium private road to maintain future delivery access to the Medical Centre, as generally contemplated in the July 2009 Developer MOU. A new deposited Reference Plan survey will be required to describe this public access easement.
2. An easement over Part 4, Reference Plan 16R-9726 in favour of the Town for the Georgian Trail and public access to Smith Memorial Park/Cedar Grove Park.
3. An easement over Part 11 and Part 14, Reference Plan 16R-9726, in favour of the current Developer for access to the Subject Lands. This would serve as an emergency access only for the townhouse development, with the primary access to the Subject Lands being via Elgin Street North.
4. An easement in favour of the Thornbury Cidery over Part 3, Reference Plan 16R-8184, simultaneous with the transfer of the lands from the Town to the Developer’s ownership. This easement is for servicing as Thornbury Cidery recently constructed its new sanitary line over Town lands.

Public Meeting – May 30, 2022

A Public Meeting was held on May 30, 2022, for the proposed land disposition/transfers. Comments were received from the general public and Council which included:

- Discussion about the provision of attainable housing.
- Timing of the disposition request versus planning approvals.
- Question as to if the Medical Centre had been apprised of the proposal.
- The overall development proposal.
- If any additional public consultation is proposed.
- Comments regarding servicing agreements/easements with respect to the Thornbury Cider sanitary service.

The comments received and responses thereto are included in the Comment Summary Matrix attached as Attachment 6. The May 30th Public meeting presentation prepared by Planning staff is included as Attachment 7.

Conclusion

It is noted that appraisals have not been completed for any of the transfer lands/easements as the current Developer is proposing to Council that the transfer lands/easements are a fair and benefitting exchange amongst abutting property owners.

It is recommended by Staff that the formal land transfers/easements should be undertaken in a logical order that best coordinates the timing and legal obligations of all parties.

E. Strategic Priorities

1. Communication and Engagement

We will enhance communications and engagement between Town Staff, Town residents and stakeholders

F. Environmental Impacts

No adverse impacts to the environment are anticipated as a result of this report.

G. Financial Impacts

Financial impacts may include Staff time and land transfer fees required to complete the transactions/registration of easements.

H. In Consultation With

Trevor Houghton, Manager of Community Planning

Ryan Gibbons, Director of Community Services

Will Thomson, Director of Legal Services

Shawn Everitt, Chief Administrative Officer

I. Public Engagement

The topic of this Staff Report was the subject of a Public Meeting held May 30th, 2022. Any comments regarding this report should be submitted to Travis Sandberg, planning@thebluemountains.ca

J. Attached

1. Schedule "A" of Memorandum of Understanding between Town and 1136965 Ontario Inc. (Developer MOU)
2. Memorandum of Understanding between Town and 1136965 Ontario Inc.
3. Reference Plan 16R-9726
4. Reference Plan 16R-8184
5. Current Proposed Landscape Plan
6. Comment Response Matrix
7. May 30th 2022 Public Meeting Presentation

Respectfully submitted,

Travis Sandberg
Intermediate Planner

Trevor Houghton, RPP MCIP
Manager of Community Planning

For more information, please contact:
Travis Sandberg, Intermediate Planner
planning@thebluemountains.ca
519-599-3131 extension 283

Report Approval Details

Document Title:	PDS.22.004 Manorwood Thornbury - Proposed Land Transfers and Easements.docx
Attachments:	- PDS.22.004 Attachment 1.pdf - PDS.22.004 Attachment 2.pdf - PDS.22.004 Attachment 3.pdf - PDS.22.004 Attachment 4.pdf - PDS.22.004 Attachment 5.pdf - PDS.22.004 Attachment 6.pdf - PDS.22.004 Attachment 7.pdf
Final Approval Date:	Jun 9, 2022

This report and all of its attachments were approved and signed as outlined below:

Trevor Houghton - Jun 6, 2022 - 3:19 PM

No Signature found

Will Thomson - Jun 8, 2022 - 10:04 AM

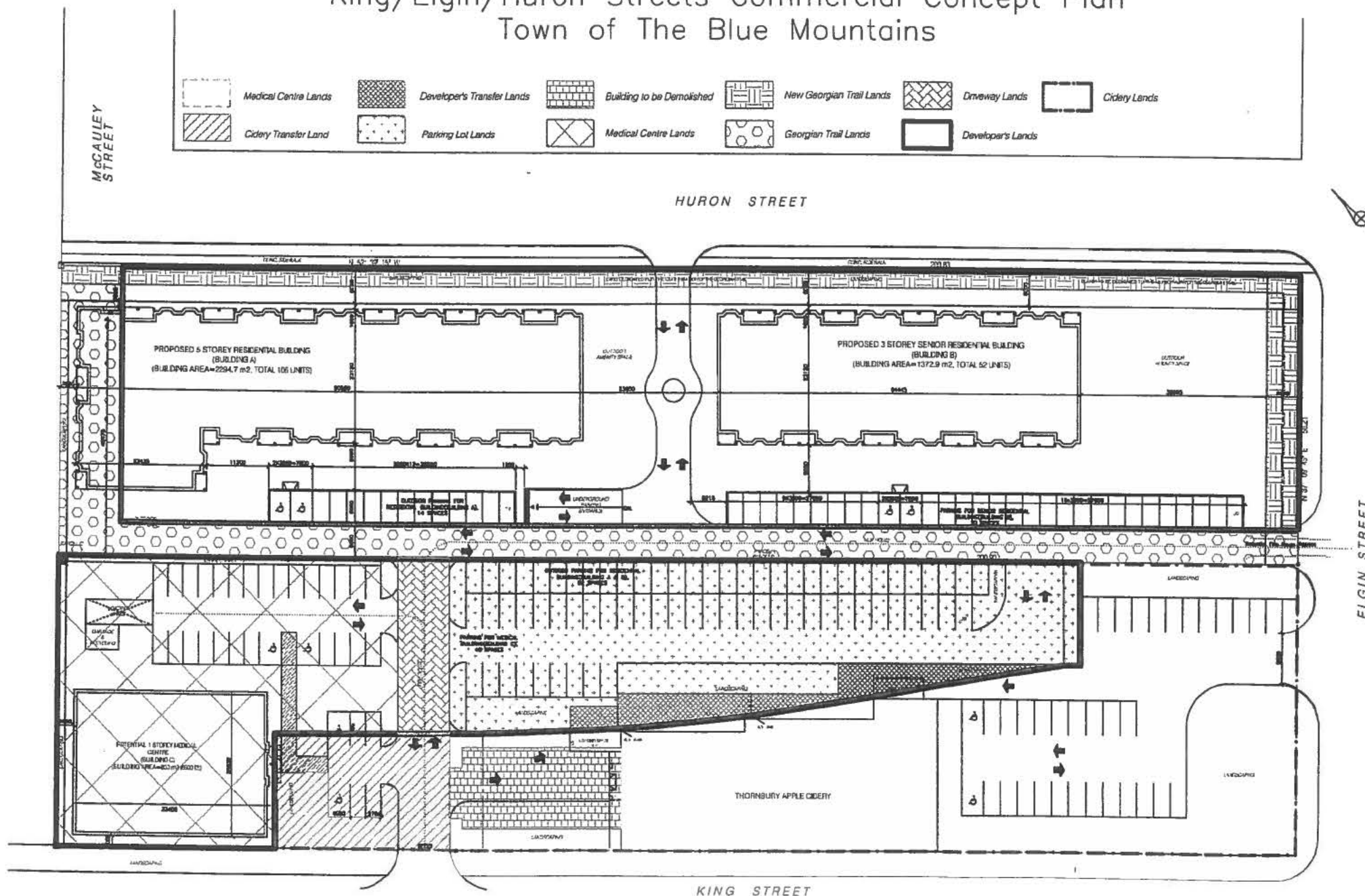
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Ryan Gibbons - Jun 8, 2022 - 1:24 PM

No Signature found

Shawn Everitt - Jun 9, 2022 - 8:01 AM

King/Elgin/Huron Streets Commercial Concept Plan Town of The Blue Mountains



SCHEDULE "A"
"CONCEPT PLAN"

MEMORANDUM OF UNDERSTANDING

Dated July 15, 2009

Between

1136965 ONTARIO INC. ("the Developer")

and

**THE CORPORATION OF THE TOWN OF THE BLUE MOUNTAINS
(the "Town")**

1. Agreement

a) The Parties agree as follows:

2. Purpose

a) The purpose of this Memorandum of Understanding is to define the respective responsibilities of the Developer and the Town with regard to the conveyance of the Medical Centre Lands to the Town, the development of the Developer's Lands for two (2) residential buildings, the conveyance of a the Developer's Transfer Lands to the Cidery, the conveyance of the Parking Lot Lands to the Town for a municipal parking lot, the construction of a municipal parking lot for the non-exclusive use of the medical centre users and owners of and visitors to the residential buildings and the exchange lands related to the Georgian Trail.

3. Definitions

In this Memorandum of Understanding:

- a) "Act" means the Planning Act, R.S.O. 1990, c.P.13 as amended;
- b) "Cidery" means 2138504 Ontario Inc. and Andre Corbeil – In Trust;
- c) "Cidery MOU" means a Memorandum of Understanding dated July 15th, 2009 between the Cidery and the Town;
- d) "Concept Plan" means the King/Elgin/Huron Streets Commercial Concept Plan attached as Schedule "A" to this Memorandum of Understanding;
- e) "Developer's Lands" means the lands owned by the Developer and shown in heavy black lines on the Concept Plan;
- f) "Developer's Transfer Lands" means that part of the Developer's Lands shown on the Concept Plan as the Developer's Transfer Lands;
- g) "Driveway Lands" means that part of the Developer's Lands shown on the Concept Plan as the Driveway Lands;
- h) "Georgian Trail Lands" means the lands owned by the Town, described as Parts 1 and 3 on Reference Plan 16R-8184, and shown on the Concept Plan as the Georgian Trail Lands;
- i) "Medical Centre" means North East Grey Health Clinics Inc.
- j) "Medical Centre Lands" means that part of the Developer's Lands shown on the

Concept Plan as the Medical Centre Lands;

k) "Medical Centre MOU" means a Memorandum of Understanding dated July 15, 2009 between the Medical Centre and the Town;

l) "MOU" means this Memorandum of Understanding;

m) "New Georgian Trail Lands" means the lands owned by the Developer shown on the Concept Plan as the New Georgian Trail Lands;

n) "Parking Lot Lands" means that part of the Developer's Lands shown on the Concept Plan as Parking Lot Lands;

o) "Residential Lands" means that part of the Developer's Lands lying to the north east of the Georgian Trail Lands as shown in grey on the Concept Plan;

p) "Parties" mean the Developer and the Town;

Unless the context otherwise requires words importing the singular includes the plural and vice versa and words importing a gender include all genders.

4. Applications by the Developer

a) The Parties acknowledge that the Developer proposes to make applications to the Town in accordance with the Act for amendments to the Town's Official Plan and Zoning By-law and for site plan approval to permit the development of dwelling units in two (2) residential buildings on the Residential Lands (the "Residential Applications"). It is understood and agreed that the residential buildings shall include various forms of Lifestyle/Seniors living including but not limited to an assisted living facility, retirement home and a nursing home.

b) Despite anything contained in this MOU, the Parties agree that none of the provisions of this MOU, including the proposed location of the buildings on the Developer's Lands and other information shown on the Concept Plan, are intended to operate, nor have the effect of operating in any way to fetter the Town Council in the exercise of any of the Council's discretionary powers, duties or authorities with respect to the Residential Applications. The Developer acknowledges that it will not obtain any advantageous planning or other considerations or treatment by virtue of it having entered into this MOU or by virtue of the existence of this MOU.

c) The Parties further acknowledge that the Town has entered into the Cidery MOU which provides for the conveyance to the Town of the Cidery Transfer Lands and the Medical Centre MOU which provides for the development of the medical centre on the Medical Centre Lands.

5. Responsibilities of the Developer

a) General

(i) The Developer agrees to develop the Developer's Lands generally in accordance with the Concept Plan and that the architectural elements of all buildings to be constructed on the Developer's Lands shown on the approved drawings required by section 41(4) of the Act shall be consistent with the Cause "A Sense of Place" Design Principles described in Schedule "B" to this Memorandum of Understanding.

b) Transfer and Exchange of Lands

The Developer agrees:

(i) to, on or before the 30th day of September, 2009, convey the Medical Centre Lands and the Driveway Lands to the Town free of all encumbrances for the nominal consideration of One (\$1.00) Dollar with the understanding that the Town will be conveying Medical Centre Lands and an access easement over the Driveway Lands to the Medical Centre in accordance with the Medical Centre MOU. The conveyance of the Medical Centre Lands to the Town will contain a provision reserving an option in favour of the Developer to purchase the Medical Centre Lands from the Town or its successors in title for the nominal consideration of One (\$1.00) Dollar in the event that the Medical Centre has not commenced construction of the medical centre by a date (the "Option Date") four (4) years from the date the Developer conveyed the Medical Centre Lands to the Town. This option shall be exercised in writing by no later than sixty (60) days from the Option Date failing which the option shall expire.

(ii) to, on or before the 30th day of September, 2009, convey the Developer's Transfer Lands to the Town free of all encumbrances for the nominal consideration of One (\$1.00) Dollar with the understanding that the Town will be conveying the Developer's Transfer Lands to the Cidery in accordance with the Cidery MOU.

(iii) to, on or before the 30th day of September, 2009 convey the New Georgian Trail Lands to the Town free of all encumbrances as a road widening of Huron and Elgin Streets (3 metre widening on Huron Street and 6 metre widening on Elgin Street) to be used for the Georgian Trail for the nominal consideration of One (\$1.00) Dollar and in exchange for the Town conveying the Georgian Trail Lands to the Developer free of all encumbrances for the nominal consideration of One (\$1.00) Dollar. It is agreed that the Town will reserve an access easement over the Georgian Trail Lands to provide access to the Medical Centre Lands and the Parking Lot Lands.

(c) Residential Lands

The Developer acknowledges and agrees that, subject to the official plan and zoning by-law amendments to permit the development of the Residential Lands coming into force, the conditions of site plan approval and the site plan agreement for the development of the Residential Lands shall provide, among other things, that:

(i) the Developer conveys the Parking Lot Lands to the Town free of all encumbrances for the nominal consideration of One (\$1.00).

(ii) the Developer construct a parking lot on the Parking Lot Lands for the non-exclusive use of the medical centre users and the occupants of and visitors to the residential buildings.

(iii) the conveyance of the New Georgian Trail Lands to the Town as a road widening to be used for the Georgian Trail shall be the parkland conveyance to the Town for the proposed residential development on the Residential Lands and that the Developer will not be required to convey any additional land to the Town for park purposes or pay money to the Town in lieu of such conveyance.

(iv) the Developer construct the Georgian Trail on the New Georgian Trail Lands to the satisfaction of the Town.

(iv) the conveyance of the Parking Lot Lands to the Town shall be the provision of a facility, service or matter under section 37 of the Act given in return for the increase in height of development of the Residential Lands in accordance with the Town's Official Plan, if approved.

6. Responsibilities of the Town

- (i) The Town shall, in so far as it is legally empowered to do, make reasonable efforts to impose on the Medical Centre as a condition of developing the Medical Centre Lands, a condition requiring the Medical Centre to pay to the Town the sum of money calculated in accordance with the formula set in Schedule "C" (The "Parking Lot Payment") to be used by the Town as a contribution to the costs incurred by the Developer of constructing a parking lot on the Parking Lot Lands.
- (ii) It is the intention that the Parking Lot Payment will be calculated by the Town prior to the Town granting site plan approval for the development of the Medical Centre Lands for a medical centre and that a provision will be included in the site plan agreement for the medical centre requiring the Medical Centre to pay the Parking Lot Payment to the Town prior to the Town executing this site plan agreement or providing security satisfactory to the Town to ensure that the payment will be made on or before a date set out in the site plan agreement. It is understood and agreed that the minimum Parking Lot Payment shall be \$110,888.
- (iii) process the Residential Applications in a timely and expeditious manner consistent with the requirements of the Act.
- (iv) once constructed by the Developer, operate and maintain a municipal parking lot on the Parking Lot Lands for the non-exclusive use of the medical centre users and the occupants of and visitors to the residential buildings.
- (v) to concurrent with the conveyance of the New Georgian Trail Lands by the Developer in accordance with section 5(b)(ii), convey the Georgian trail lands to the Developer free of all encumbrances for the nominal consideration of One (\$1.00) Dollar, reserving an access easement over the Georgian Trail Lands to provide access to the Medical Centre Lands and the Parking Lot Lands.
- (vi) To permit a minimum of one vehicular ingress and egress access to Huron Street from the Residential Lands
- (vii) To permit services and any necessary easements required for the Residential Lands on the Driveway Lands, Parking Lot Lands or the Cidery Transfer Lands.

7. General

- a) The Developer shall be responsible for one half of the surveying costs and all of the legal costs incurred by the Town to prepare this MOU. The Town will be responsible for any additional costs to complete the conveyances to the Town referred to in this MOU including, without limitation, registration costs and Land Transfer Tax.
- b) This MOU is effective only if the Cidery MOU and the Medical Centre MOU are in full force and effect.

8. Schedules

The following schedules are attached hereto and form part of this Memorandum of Understanding:

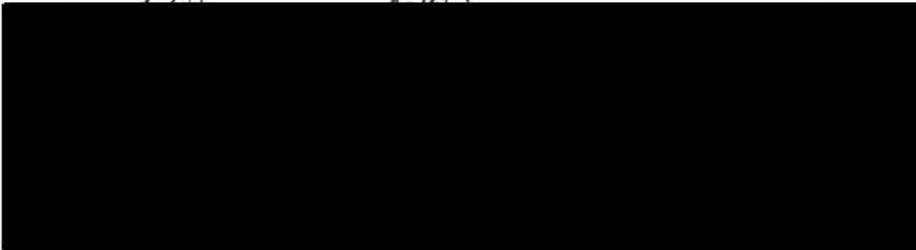
Schedule "A" -	Concept Plan
Schedule "B" -	Cause "Sense of Place" Standards
Schedule 'C' -	Parking Lot Payment Formula

9. Successors and Assigns

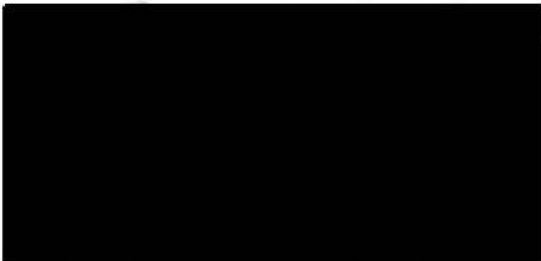
This Memorandum shall be binding on the Parties and their successors and assigns.

Signed and Sealed

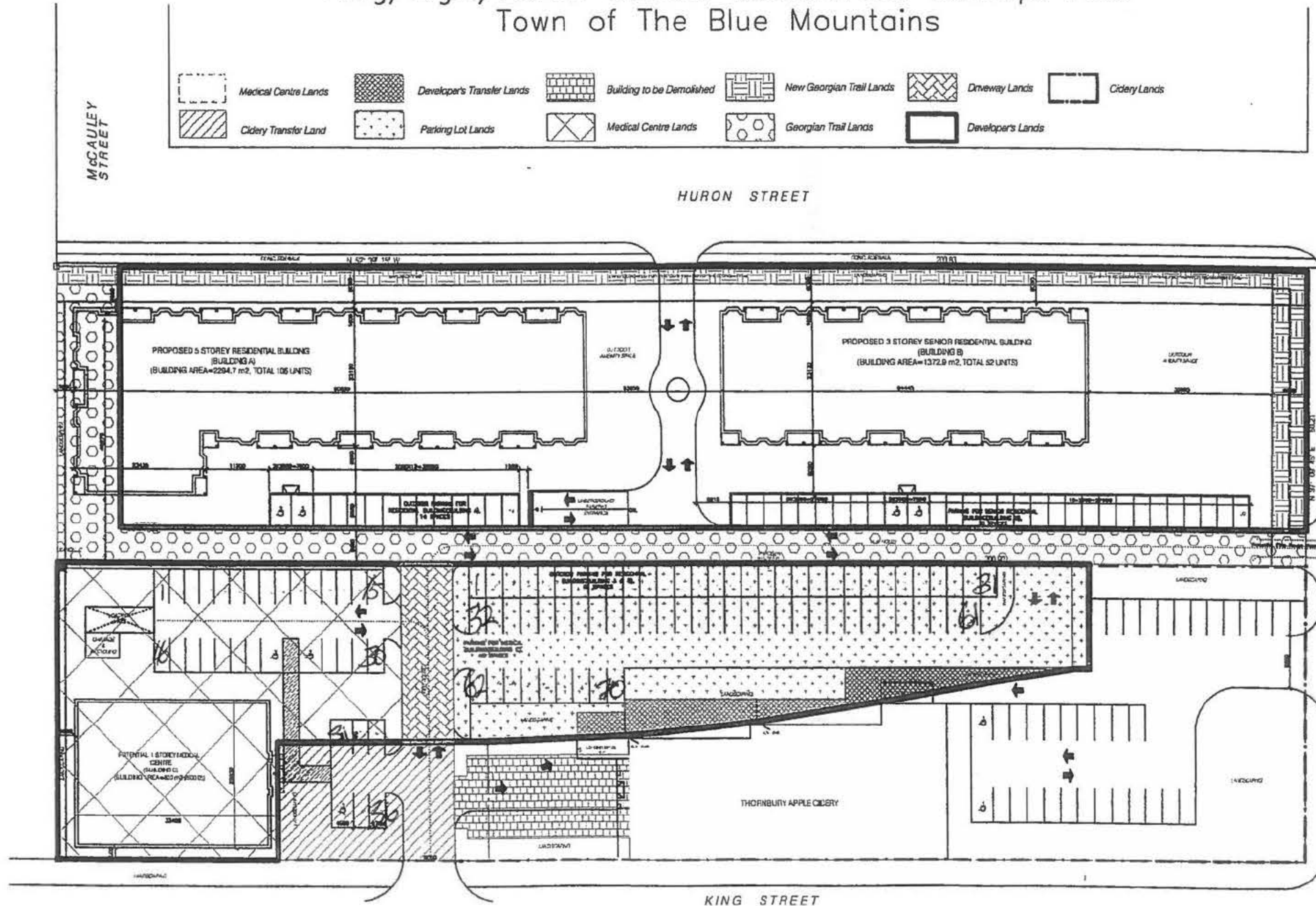
1136965 ONTARIO INC. 



THE CORPORATION OF THE TOWN OF THE BLUE MOUNTAINS



King/Elgin/Huron Streets Commercial Concept Plan Town of The Blue Mountains



SCHEDULE "A"
"CONCEPT PLAN"

SCHEDULE 'B'**CAUSE "A SENSE OF PLACE" DESIGN PRINCIPLES**

Note: The Cause "A SENSE OF PLACE" design principles as prepared by Richard Moore Consulting Inc. dated March, 2001 is on file in the Clerk's Office, Town of The Blue Mountains.

The Developer acknowledges receipt of a copy of "A Sense of Place" Design Principles

SCHEDULE "C"

PARKING LOT PAYMENT FORMULA

The Parking Lot Payment shall be calculated by the Town in accordance with the following formula prior to site plan approval for the development of the Medical Centre Lands for a medical clinic.

In the following formula:

LA – means the land area of the Medical Centre Lands in square metres as confirmed by a survey.

LV – means \$152.16 per square metre

CFA – means the floor area of the medical clinic to be used for commercial uses other than doctor's offices as shown on the approved site plan for the medical clinic

TFL – the total useable floor area of the medical clinic as shown on the approved site plan for the medical clinic

FORMULA

$$\frac{\text{CFA}}{\text{TFA}} \times (\text{LA} \times \text{LV}) = \text{PARKING LOT PAYMENT}$$

EXAMPLE - Based on current information

$$\frac{2500 \text{ square feet}}{9000 \text{ square feet}} \times (2619.7 \text{ square metres} \times \$152.16 = \$398,613.) = \$110,888.$$

PLAN 16R-9726

RECEIVED AND DEPOSITED

DATE September 2, 2007

O. Whitmore Caldwell

DEPUTY LAND REGISTRAR FOR
THE LAND TITLES DIVISION OF
GREY (NO. 16)

PARTS 1 & 2 COMPRISE ALL OF PIN 37140-0115(LT), PARTS 3-7 INCL. COMPRISE ALL OF PIN 37140-0116(LT), PARTS 10, 11 & 12 COMPRISE ALL OF PIN 37140-0118(LT), PARTS 8, 9, 13 & 14 COMPRISE ALL OF PIN 37140-0117(LT), PART 15 COMPRISES ALL OF PIN 37140-0116(LT)

SCALE 1:400

METRIC

DISTANCES ON THIS PLAN ARE IN METRES AND CAN
BE CONVERTED TO FEET BY DIVIDING BY 0.3048

BEARINGS HEREON ARE ASTRONOMIC AND ARE REFERRED TO
THE BEARING OF THE NORTHWESTERLY LIMIT OF ELGIN STREET
BEING N36°57'00"E IN ACCORDANCE WITH PLAN 16R-8184.

- ### SURVEYOR'S CERTIFICATE

2. THE SURVEY WAS COMPLETED ON THE 28TH DAY OF AUGUST 2009.

PAUL R. THOMSEN
ONTARIO LAND SURVEYOR
COLLINGWOOD

JOB No. 69-125-16
SURVEY FOR: TOWN OF THE BLUE MOUNTAINS
DGN FILE: C:\DGN\ 2009-PJC\ 69-125-16.DGN

I REQUIRE THIS PLAN TO BE
DEPOSITED UNDER THE
REGISTRY ACT

PLAN 16R-8184

RECEIVED AND DEPOSITED

DATE 2003.09.03

SEPT. 2, 2003

DATE

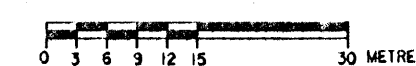
Paul R. Thomsen
PAUL R. THOMSEN

Am Condo
DEPUTY LAND REGISTRAR FOR
THE REGISTRY DIVISION OF
GREY (No. 16)

PART	LOT	PLAN	INST.	AREA
1	Pt. 15, 16, 17, 18 & 19	Townplot	358556	1205m ²
2		of Thornbury		8882m ²
3	Pt. McAuly St.		308988	390m ²
4				620m ²

**PLAN OF SURVEY OF
PART OF LOTS 15, 16, 17, 18 AND 19
SOUTHWEST OF HURON STREET AND
PART OF MCAULY STREET
TOWNPLOT OF THORNBURY
(GEOGRAPHIC TOWN OF THORNBURY)
TOWN OF THE BLUE MOUNTAINS
COUNTY OF GREY**

SCALE 1:750



ZUBEK, EMO, PATTEN & THOMSEN LTD.
2003

METRIC

DISTANCES ON THIS PLAN ARE IN METRES AND CAN
BE CONVERTED TO FEET BY DIVIDING BY 0.3048

NOTES:

BEARINGS HEREON ARE ASTRONOMIC AND ARE REFERRED TO
THE BEARING OF THE NORTHWESTERLY LIMIT OF ELGIN STREET
BEING N36°57'00"E IN ACCORDANCE WITH PLAN 16R-3287.

- ⊕ DENOTES SET
- ⊕ DENOTES FOUND
- ⊕ S.I.B. DENOTES STANDARD IRON BAR
- ⊕ I.B. DENOTES IRON BAR
- ⊕ S.S.I.B. DENOTES SHORT STANDARD IRON BAR
- ⊕ C.C. DENOTES CUT CROSS
- P1 REFERS TO PLAN 16R-6048
- P2 REFERS TO PLAN 16R-5032
- P&W DENOTES POST AND WIRE

SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE
WITH THE SURVEYS ACT, THE SURVEYORS ACT AND THE
REGISTRY ACT AND THE REGULATIONS MADE UNDER THEM.

2. THE SURVEY WAS COMPLETED ON THE 20th DAY OF
AUGUST 2003.

AUGUST 29, 2003

Paul R. Thomsen

O.L.S.

PAUL R. THOMSEN
ONTARIO LAND SURVEYOR
COLLINGWOOD

ZUBEK, EMO
**PATTEN
&
THOMSEN**
LIMITED

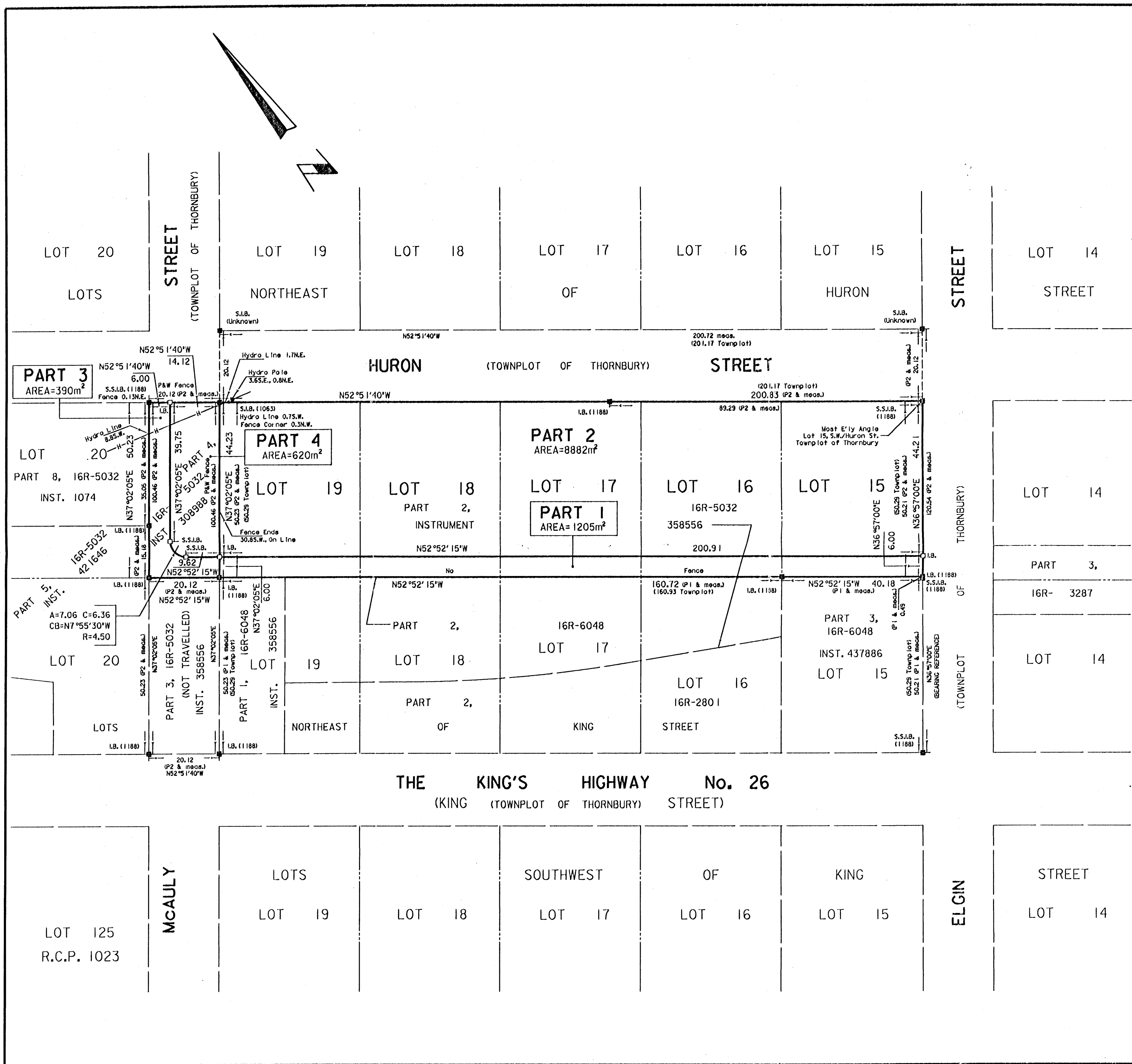
ONTARIO LAND SURVEYORS

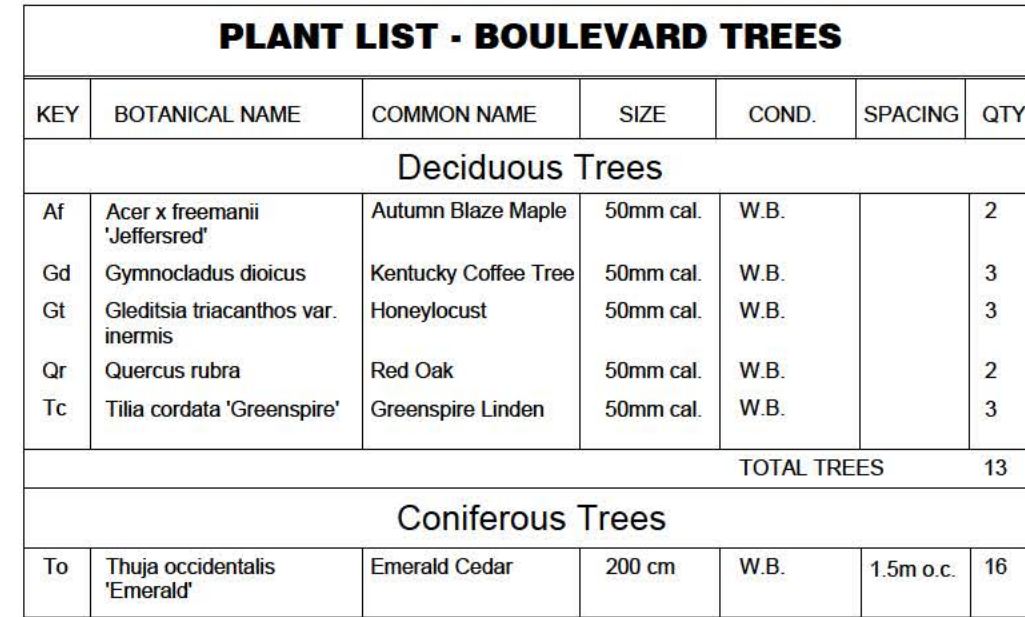
39 STEWART ROAD
COLLINGWOOD, ONTARIO L9Y 4M7

PHONE: (705) 445-4910 FAX: (705) 445-5866

JOB No. 69-125-11

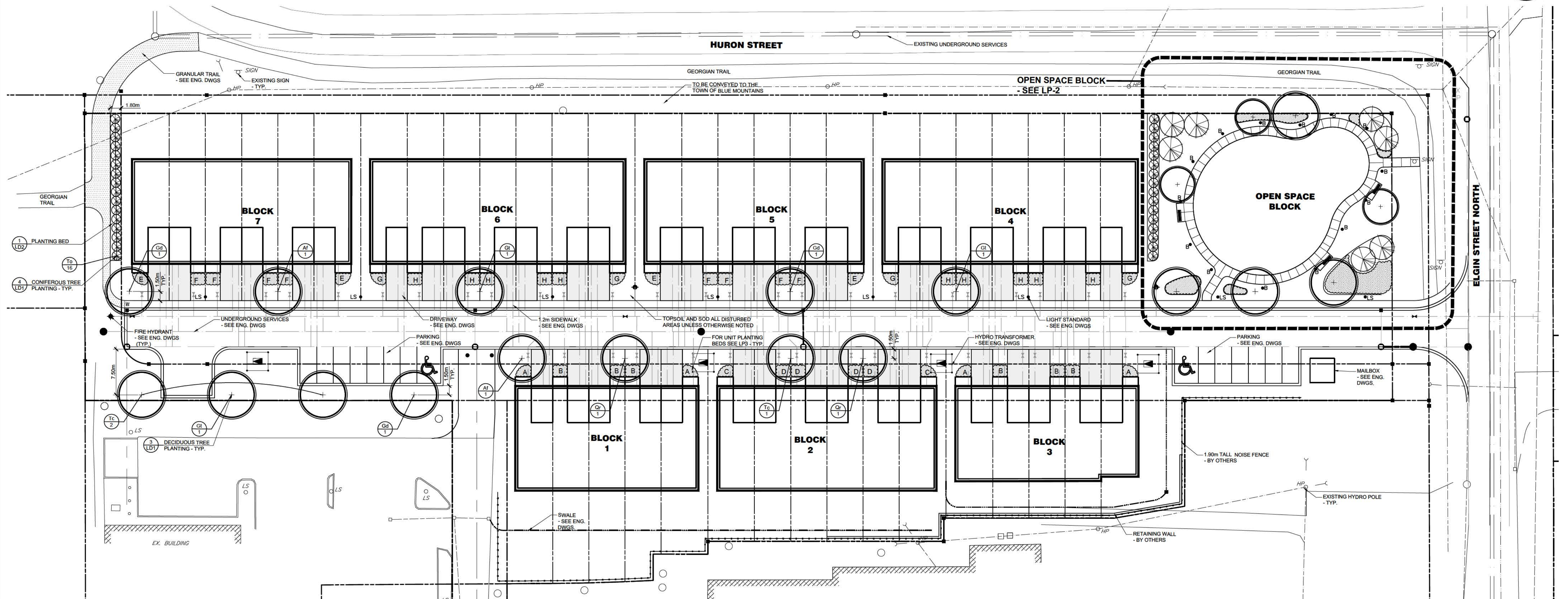
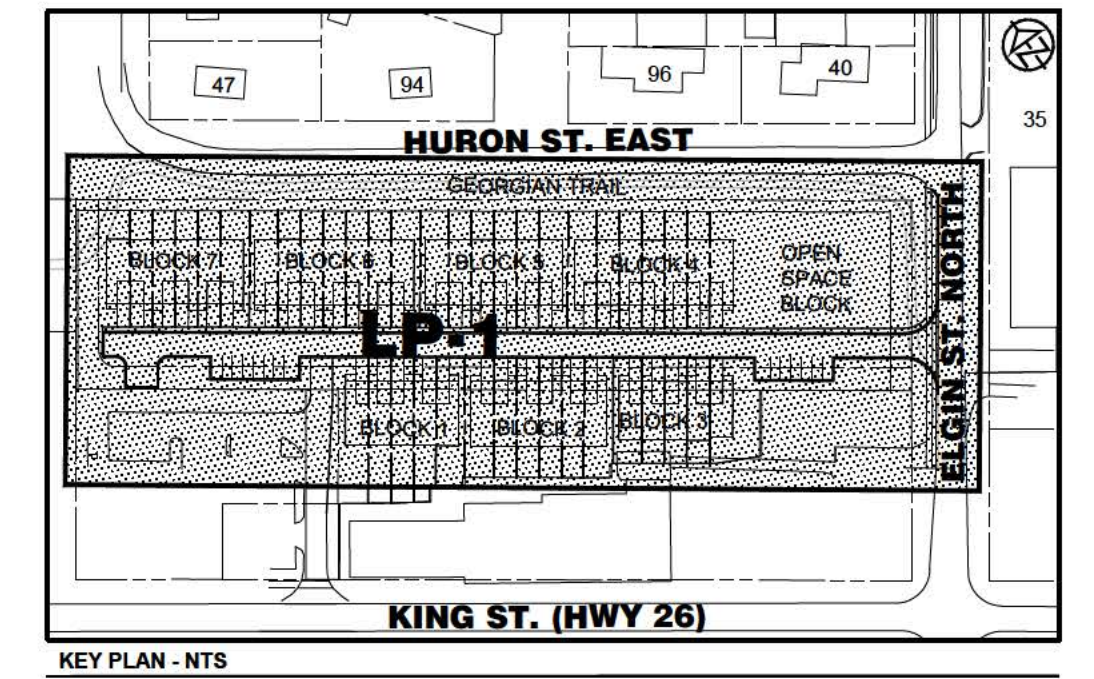
SURVEY FOR: NICK ANTICONDI





1. DEPICTED ON THIS PLAN ARE THE SPECIES AND THE APPROXIMATE LOCATION OF THE TREES. THE EXACT LOCATION OF THE TREES WILL BE STAKED ON SITE BY THE CONTRACTOR AND APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO PLANTING.
2. ALL PLANTS SHALL BE SUPPLIED AS SPECIFIED IN THE 'PLANT LIST'. SUBSTITUTIONS WILL NOT BE ACCEPTED UNLESS APPROVED IN WRITING BY THE LANDSCAPE ARCHITECT.
3. CONTRACTOR IS RESPONSIBLE FOR ALL SERVICE AND UTILITY LOCATES.
4. ACTUAL LAYOUT OF BOULEVARD TREES SHALL BE IN ACCORDANCE WITH THE FOLLOWING 'TABLE OF OFFSETS':

5. WHEN MINIMUM DISTANCES NOTED IN THE 'TABLE OF OFFSETS' CANNOT BE ACHIEVED, STREET TREES SHALL BE PLANTED IN AN ALTERNATIVE LOCATION OR STIPULATED BY THE LANDSCAPE ARCHITECT.
6. TREE PITS OR PLANTING BEDS LOCATED WITHIN 1 METRE OF UNDERGROUND UTILITIES ARE TO BE HAND DUG.
7. FOR PLANTING DETAILS, MATERIALS, AND NOTES, SEE DRAWING LD-1 AND LD-2.



1	FIRST LANDSCAPE SUBMISSION	OCT. 15/21	AB
NO.	REVISIONS	DATE	INITIAL

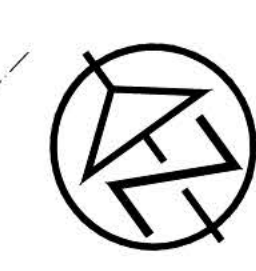


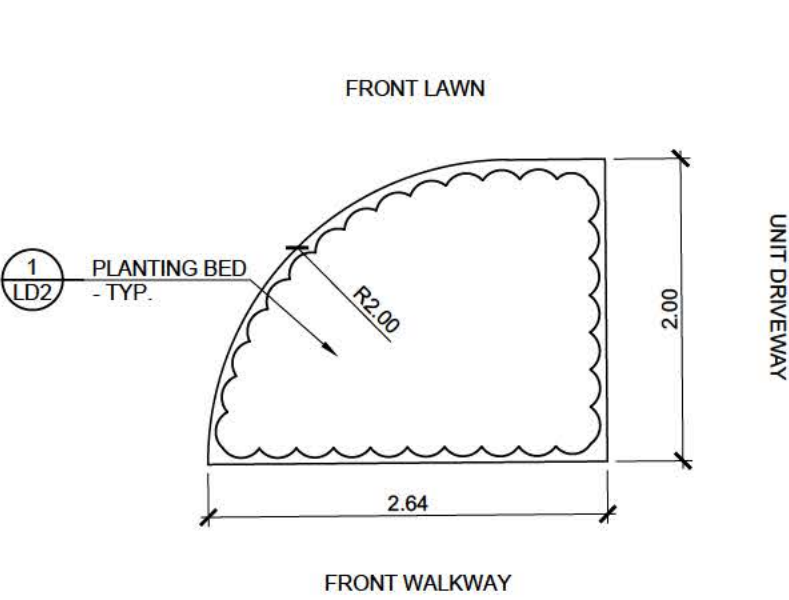
LANDSCAPE PLAN

DATE:	OCTOBER 7, 2021
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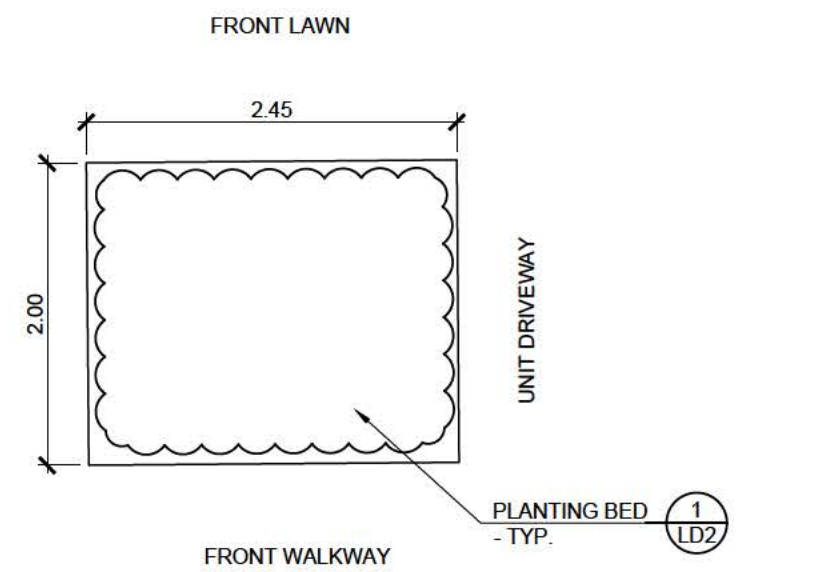
DWG. **LP-1**

Sandford Fleming Drive,
e 200, Collingwood,
L9Y 5A6
705.445.0422
iry@envision-tatham.com

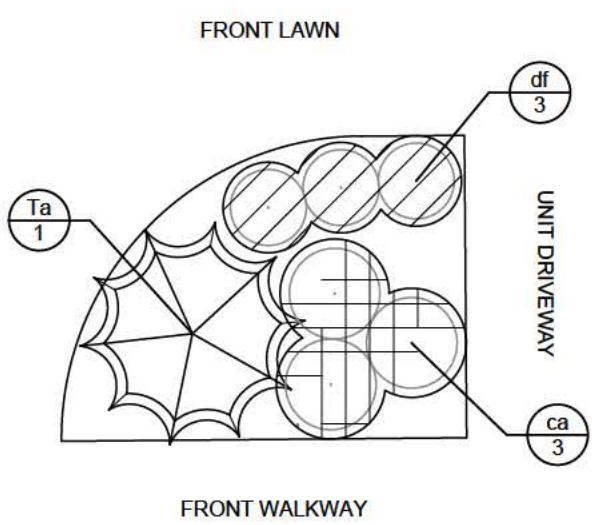
DWG. **LP-2**



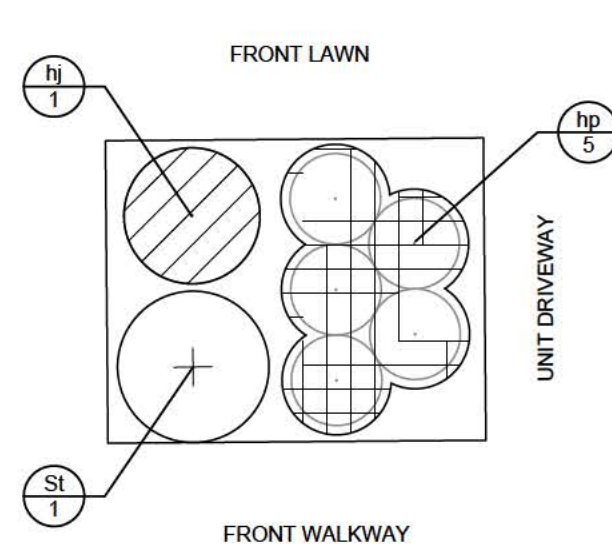
1
LP3 PLANTING BED LAYOUT
PLAN - A, C, E, G 1:50



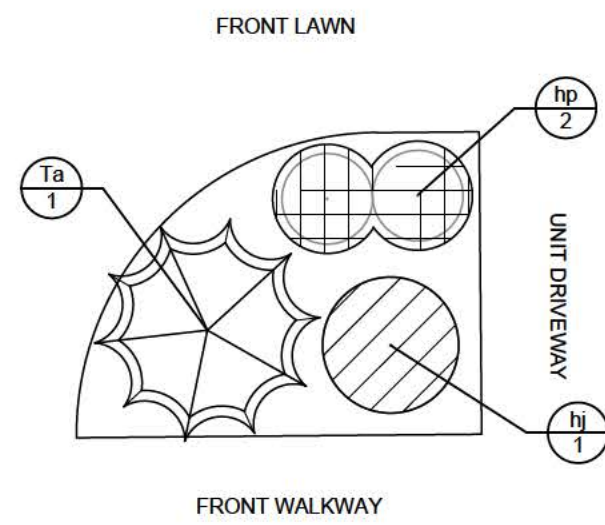
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LP3 PLANTING BED LAYOUT
PLAN - B, D, F, H 1:50



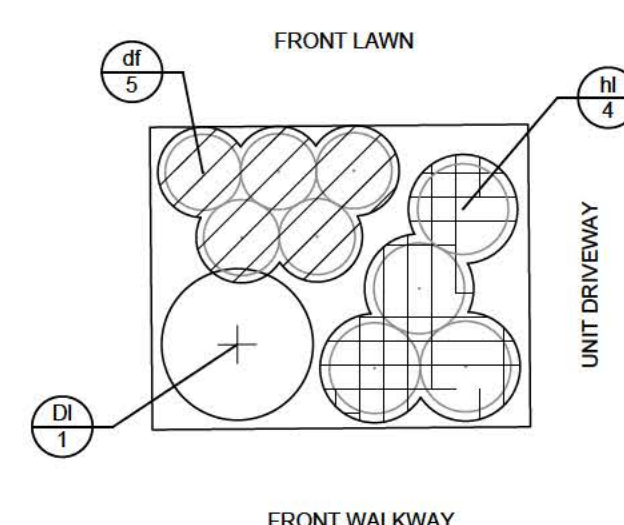
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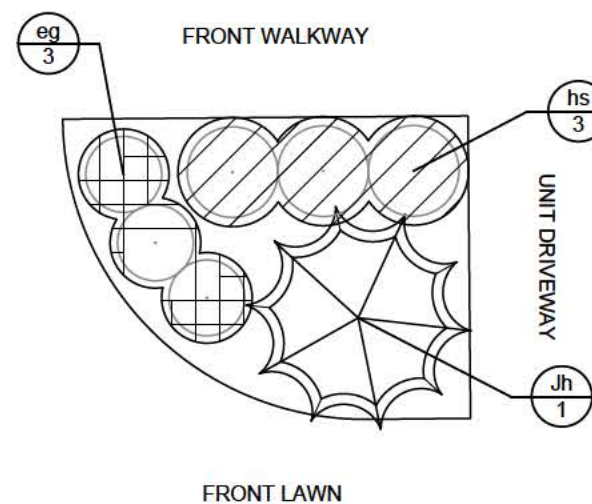
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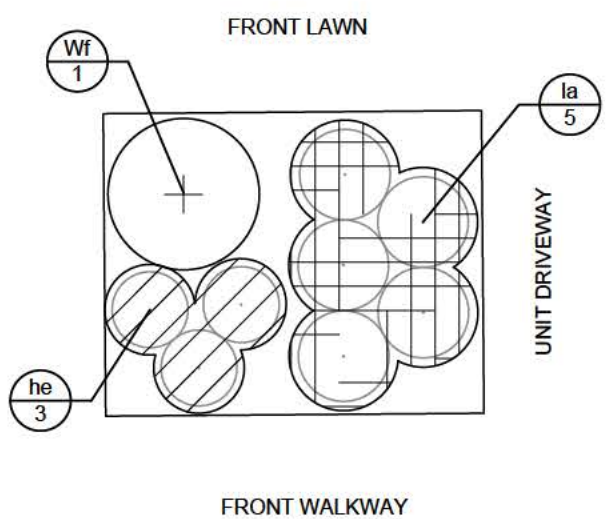
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LP3 PLANTING BED PLAN - C 1:50



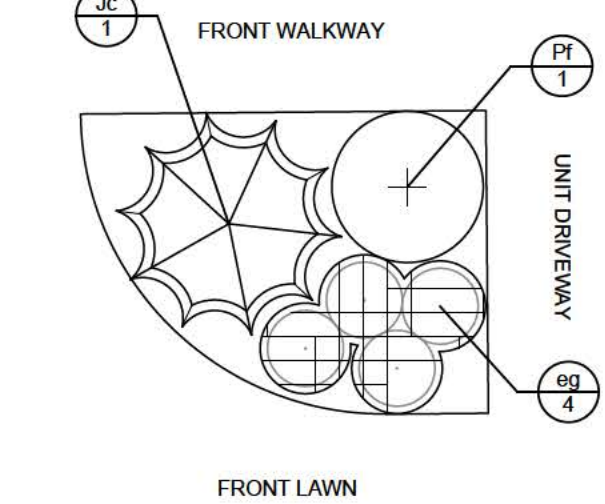
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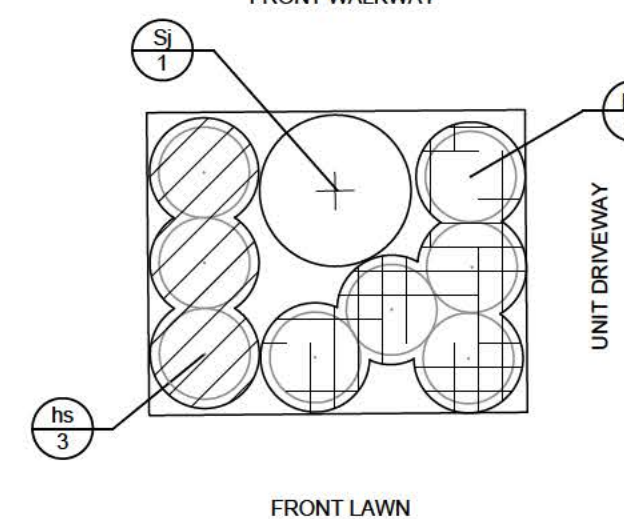
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LP3 PLANTING BED PLAN - E 1:50



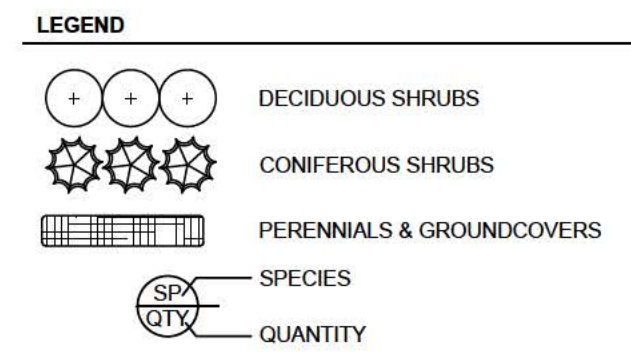
8
LP3 PLANTING BED PLAN - F 1:50



9
LP3 PLANTING BED PLAN - G 1:50



10
LP3 PLANTING BED PLAN - H 1:50



PLANT LIST - FOUNDATION PLANTING						
KEY	BOTANICAL NAME	COMMON NAME	SIZE	COND.	SPACING	QTY
Deciduous Shrubs						
DI	Dierilla lonicera	Bush Honeysuckle		3 gal.	1.0m o.c.	4
PI	Potentilla fruticosa 'Primrose Beauty'	Primrose Beauty Cinquefoil		3 gal.	1.0m o.c.	4
Sj	Spiraea japonica 'Froebelii'	Froebeli Spirea		3 gal.	1.0m o.c.	10
St	Spiraea trilobata	Dwarf Vanhouttei Spirea		3 gal.	1.0m o.c.	6
Wf	Weigela florida 'Bristol Snowflake'	Weigela		3 gal.	1.0m o.c.	8
TOTAL SHRUBS						32
Coniferous Shrubs						
Jc	Juniperus chinensis sargentii 'Virens'	Green Sargent Juniper		3 gal.	1.5m o.c.	4
Jh	Juniperus horizontalis 'Wiltonii'	Blue Rug Juniper		3 gal.	1.5m o.c.	4
Ta	Taxus cuspidata 'Nana'	Dwarf Japanese Yew		3 gal.	1.5m o.c.	6
TOTAL SHRUBS						14
Perennials and Grasses						
ca	Carex appalachica	Appalachian Sedge		1 gal.	0.6m o.c.	12
df	Dicentra formosa 'Luxuriant'	Fern Leaf Bleeding Heart		1 gal.	0.5m o.c.	32
eg	Echinacea x 'Glowing Dream'	Glowing Dream Coneflower		1 gal.	0.5m o.c.	28
he	Hemerocallis 'Entrapment'	Daylily		1 gal.	0.5m o.c.	24
hj	Hosta 'June'	Hosta		1 gal.	1.0m o.c.	8
hl	Hosta 'Loyalist'	Hosta		1 gal.	0.8m o.c.	16
hp	Heucherella x 'Pink Fizz'	Foamy Bells		1 gal.	0.8m o.c.	34
hs	Helictotrichon sempervirens	Blue Oat Grass		1 gal.	0.8m o.c.	42
la	Lavandula angustifolia 'Hidcote Blue'	English Lavender		1 gal.	0.8m o.c.	40
pa	Perovskia atriplicifolia 'Lacey Blue'	Lacey Blue Sage		1 gal.	0.8m o.c.	50
TOTAL PERENNIALS						286

GENERAL NOTES

1. PLANTING DESIGN IS TO BE MIRRORED WHEN THE UNIT'S DRIVEWAY OCCURS OPPOSITE THE SIDE SHOWN.
2. FOR LAYOUT AND PLANT SUPPLY REQUIREMENTS REFER TO GENERAL NOTES ON DRAWING LP-1.
3. FOR PLANTING NOTES AND DETAILS SEE LD-1 AND LD-2.

CONTRACT DRAWINGS

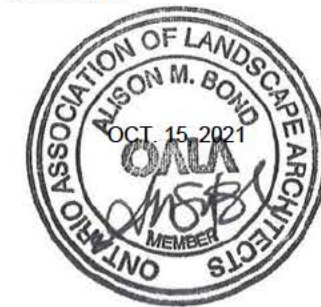
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ENVISION-TATHAM CLAIMS COPYRIGHT TO THIS DOCUMENT WHICH MAY NOT BE USED FOR ANY PURPOSE OTHER THAN THAT PROVIDED IN THE CONTRACT BETWEEN THE OWNER/CLIENT AND THE LANDSCAPE ARCHITECT WITHOUT THE EXPRESS CONSENT OF ENVISION-TATHAM

- NOTES:**
1. BASEPLAN PREPARED BY TATHAM ENGINEERING LIMITED (2021).
 2. ALL DIMENSIONS IN METRES UNLESS OTHERWISE NOTED.

NO.	REVISIONS	DATE	INITIAL
1	FIRST LANDSCAPE SUBMISSION	OCT. 15/21	AB

APPROVED



CIDERY TOWNS
TOWN OF THE BLUE MOUNTAINS

PLANTING BED PLANS

ENVISIONTATHAM

115 Sandford Fleming Drive,
Suite 200, Collingwood,
ON L9Y 5A6
Tel: 705.445.0422
inquiry@envision-tatham.com

SCALE: AS SHOWN

JOB NO. ET121019-1

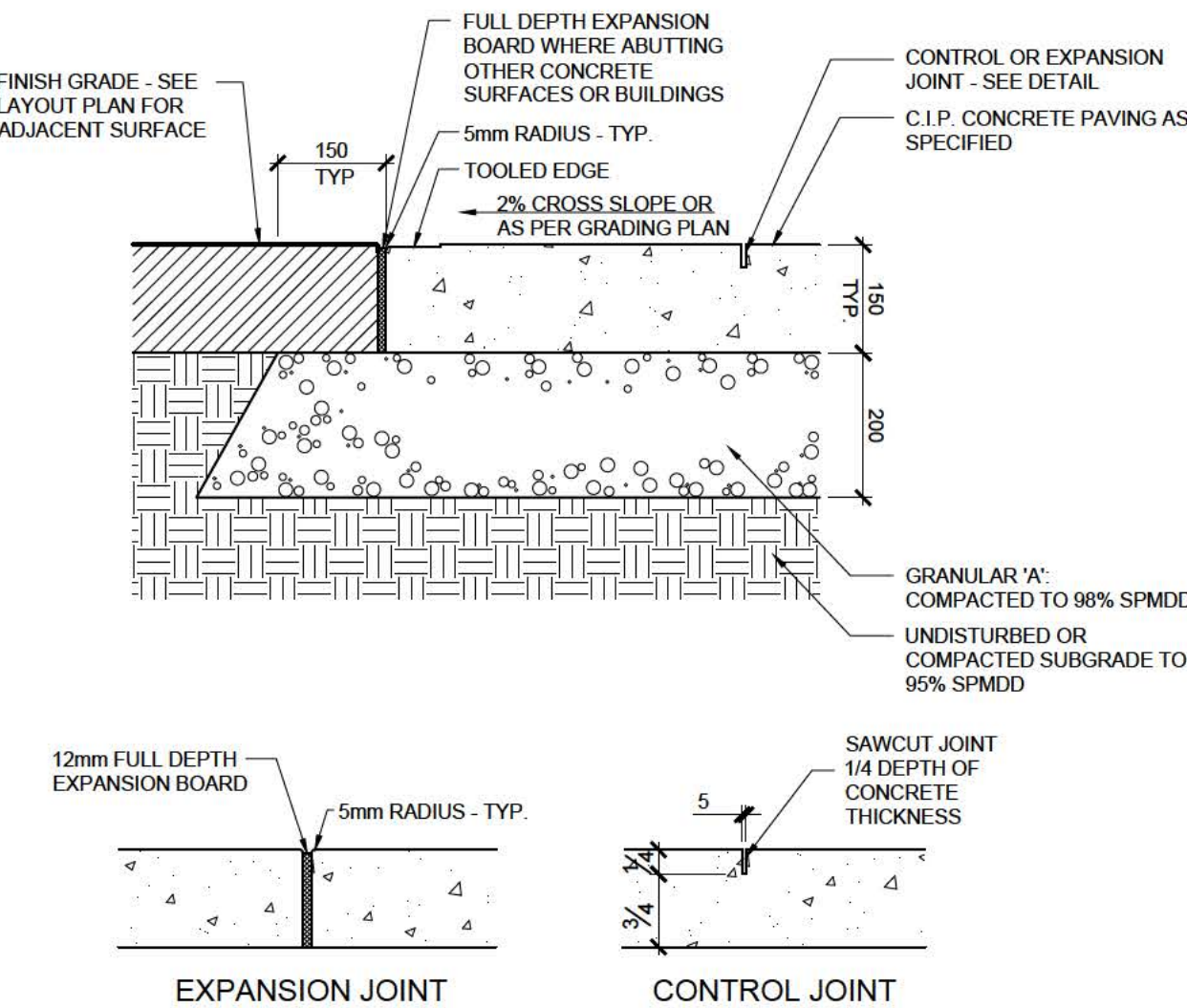
DESIGN: AB

CHECKED: AB

DRAWN: GEC

DATE: OCTOBER 7, 2021

DWG. **LP-3**

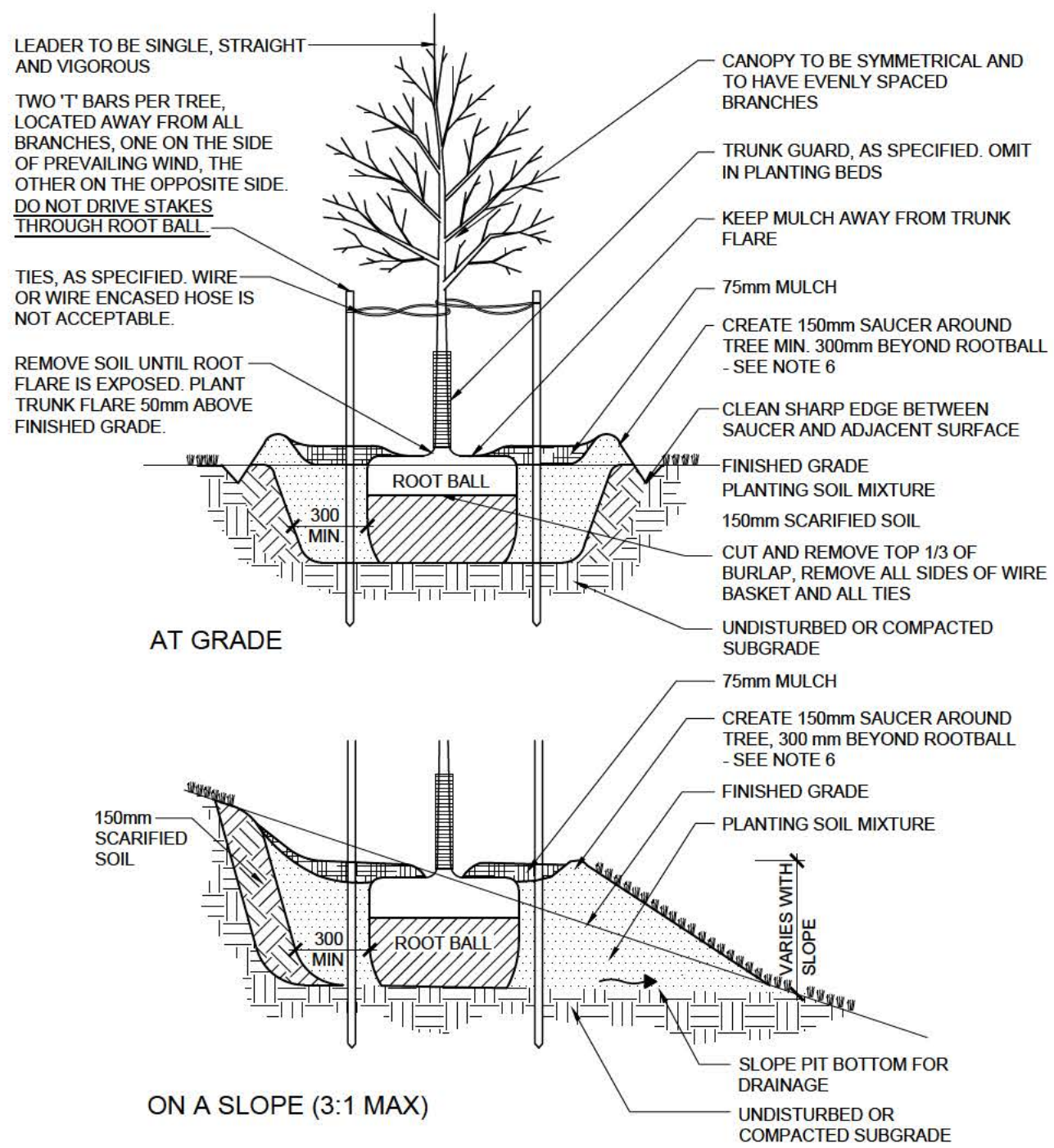


NOTES

1. CONCRETE WALKWAYS SHALL BE IN ACCORDANCE WITH OPSS MUNI 351, UNLESS OTHERWISE NOTED.
2. GRANULAR BASE SHALL BE GRANULAR 'A' IN ACCORDANCE WITH OPSS MUNI 314 AND OPSS MUNI 1010.
3. CONCRETE TO BE 30MPa COMPRESSIVE STRENGTH, C-2 EXPOSURE AT 28 DAYS WITH 7% +/- 1.5% AIR ENTRAINMENT, MEASURED AT POINT OF PLACEMENT IN ACCORDANCE WITH CSA-A23.1.
4. FINISH: LIGHT BROOM FINISH, PERPENDICULAR TO THE GENERAL DIRECTION OF PEDESTRIAN TRAVEL.
5. EXPANSION JOINTS: 12mm FULL DEPTH EXPANSION BOARD WITH JOINT EDGES TROWELED FLAT TO MATCH PANEL GRADE IN ACCORDANCE WITH THE JOINT DETAIL. RAISED TOOLED JOINT EDGES WILL NOT BE ACCEPTED. EXPANSION JOINTS TO BE SPACED AS PER THE LANDSCAPE PLANS.
6. EXPANSION JOINTS SHALL ALSO BE PROVIDED WHERE CONCRETE ABUTS ADJACENT CONCRETE SURFACES, CURBS AND BUILDING FOUNDATIONS.
7. CONTROL JOINTS: SAW CUT TO 1/4 DEPTH OF SLAB IN ACCORDANCE WITH THE JOINT DETAIL AND SPACED AS PER THE LANDSCAPE PLANS. ALL CONTROL AND EXPANSION JOINTS SHALL BE MARKED ON FORM WORK FOR APPROVAL BY CONSULTANT PRIOR TO POURING CONCRETE OR SAW-CUTTING.
8. SAW CUT EXPANSION AND CONTROL JOINTS SHALL BE BY WET DIAMOND BLADE, COMMENCING 8 TO 24 HOURS AFTER CONCRETE PLACEMENT, AS SOON AS THE CONCRETE SURFACE HAS HARDENED SUFFICIENTLY TO RESIST DISLOGGING AGGREGATE WHILE CUTTING.
9. SLAB EDGES: OUTSIDE EDGES OF CONCRETE WALKWAY SHALL BE TOOLED.
10. CONCRETE THICKNESS AT COMMERCIAL AND INDUSTRIAL DRIVEWAYS OR CROSSINGS SHALL BE INCREASED TO 200mm.
11. TACTILE WALKING SURFACE INDICATORS (TWSI) SHALL BE IN ACCORDANCE WITH OPSD 310.039, UNLESS OTHERWISE SPECIFIED.

1 CONCRETE WALKWAY

1:10

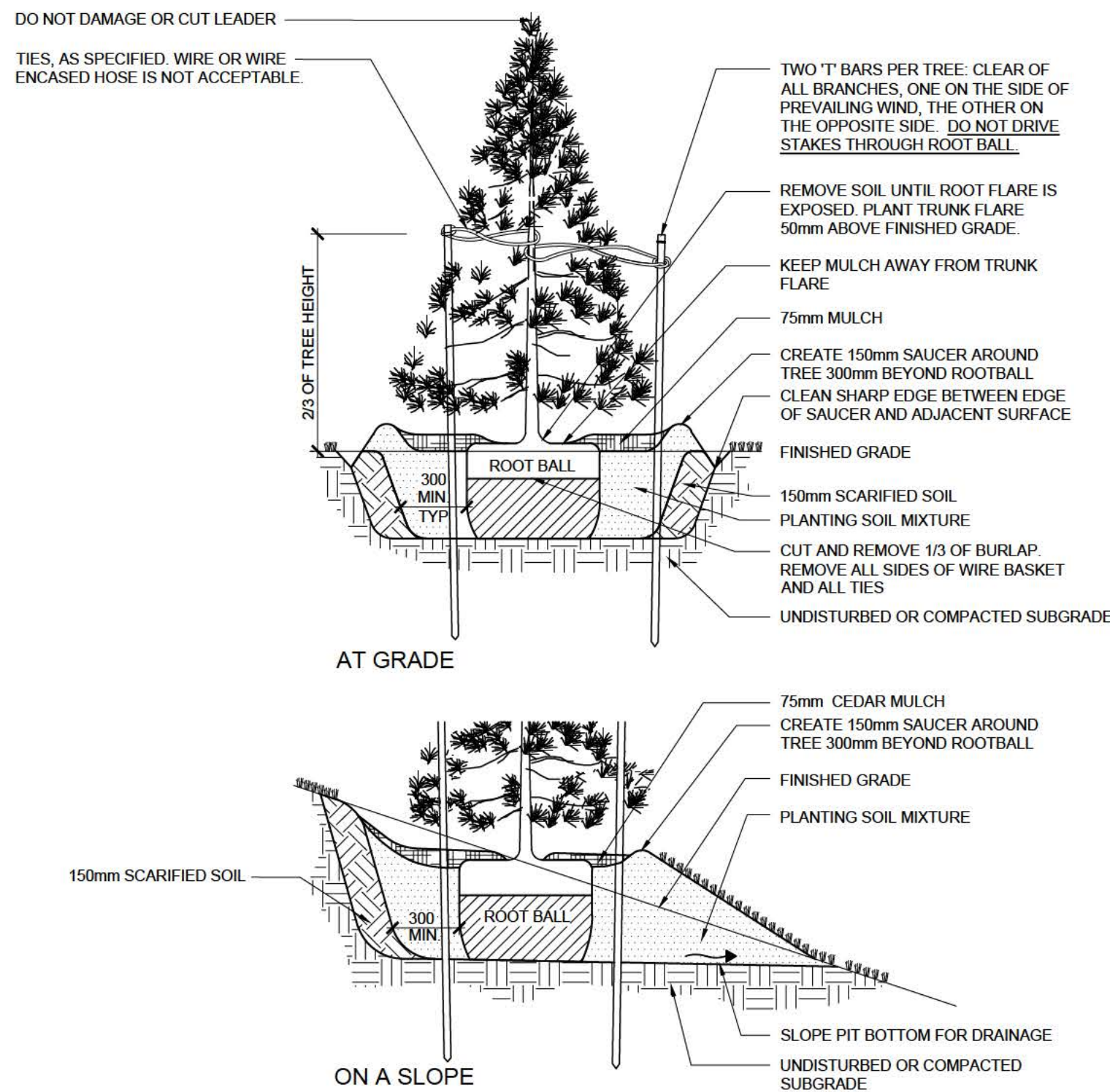


NOTES

1. ALL MATERIALS ARE SPECIFIED IN THE GENERAL PLANTING NOTES.
2. DO NOT ALLOW AIR POCKETS WHEN BACKFILLING.
3. POSITION CROWN OF ROOT BALL 75mm ABOVE FINISHED GRADE TO ALLOW FOR SETTLING.
4. CORRECTIVE PRUNE TO RETAIN NATURAL FORM OF TREE AS DIRECTED BY THE LANDSCAPE ARCHITECT, INCLUDING REMOVAL OF DEAD, BROKEN, OR CROSSING BRANCHES. DO NOT REMOVE MORE THAN 20% OF LIVE CANOPY.
5. FOR TREES PLANTED WITHIN PLANTING OR SHRUB BEDS, DELETE SAUCER AROUND BASE OF TREE.
6. EARTH SAUCER MAY BE OMITTED WHEN WATERING BAGS ARE INSTALLED. WATERING BAGS TO BE REMOVED AT CONCLUSION OF FIRST YEAR.
7. NO TREE PITS SHALL BE LEFT OPEN OVERNIGHT.
8. STAKES AND TIES TO BE REMOVED ONE YEAR AFTER PLANTING.

3 DECIDUOUS TREE PLANTING

NTS

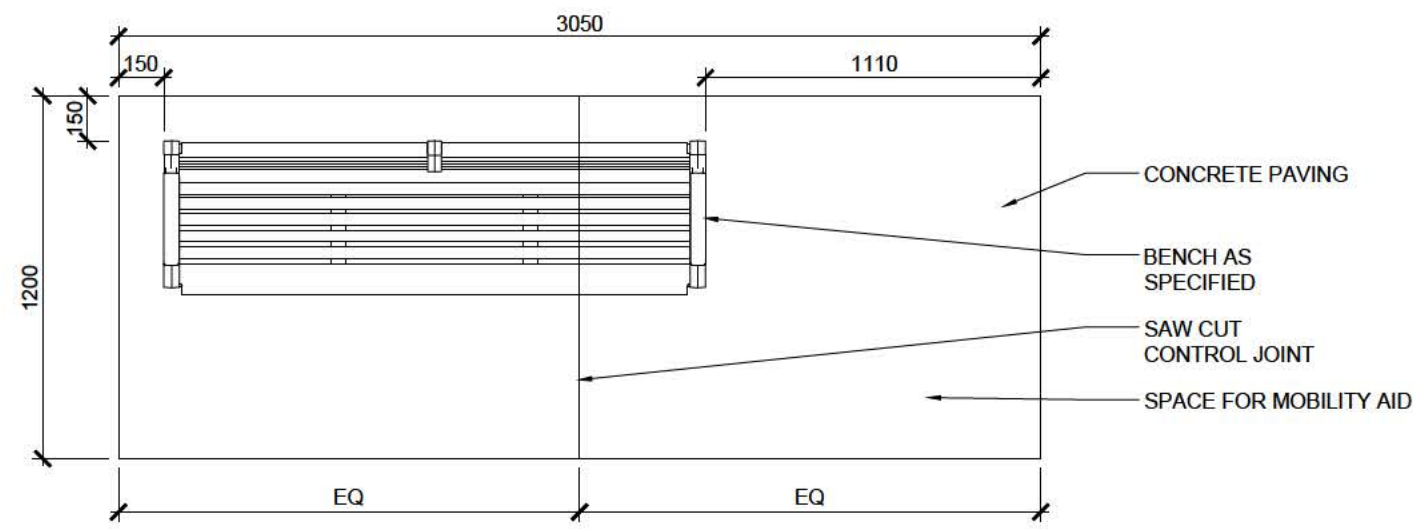


NOTES

1. ALL MATERIALS ARE AS SPECIFIED IN THE GENERAL PLANTING NOTES.
2. DO NOT ALLOW AIR POCKETS WHEN BACKFILLING.
3. POSITION CROWN OF ROOT BALL 75mm ABOVE FINISHED GRADE TO ALLOW FOR SETTLING.
4. CORRECTLY PRUNE TREES AS DIRECTED BY THE LANDSCAPE ARCHITECT, INCLUDING REMOVAL OF DEAD OR BROKEN BRANCHES. DO NOT REMOVE MORE THAN 20% OF LIVE CANOPY. PRUNING TO BE UNDERTAKEN BY ISA CERTIFIED ARBORIST.
5. FOR TREES PLANTED WITHIN PLANTING OR SHRUB BEDS, DELETE SAUCER AROUND BASE OF TREE.
6. NO TREE PITS SHALL BE LEFT OPEN OVERNIGHT.
7. REMOVE STAKES AND TIES ONE YEAR AFTER PLANTING.

4 CONIFEROUS TREE PLANTING

NTS

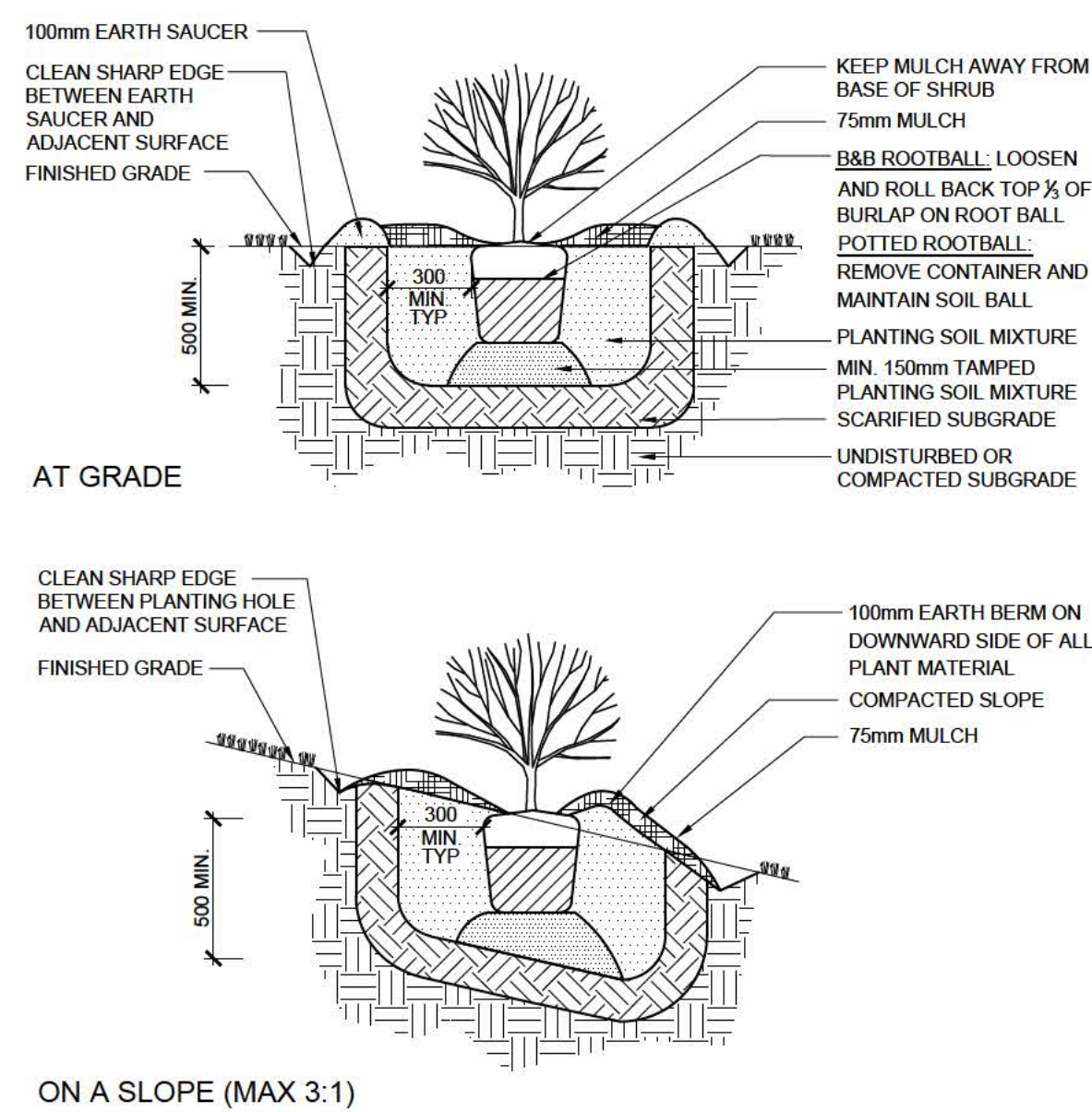


NOTES

1. CONCRETE PAVING SHALL BE AS PER DETAIL 1/LD-1 UNLESS OTHERWISE INDICATED.
2. GRANULAR BASE SHALL BE GRANULAR A IN ACCORDANCE WITH OPSS MUNI 314 AND OPSS MUNI 1010.
3. FINISH TO BE LIGHT BROOM FINISH, PARALLEL WITH DIRECTION OF ADJACENT WALKWAY OR TRAIL.
4. CONTROL JOINTS: SAWCUT TO 1/4 SLAB DEPTH AND SPACE AS DETAILED.
5. SLAB EDGES: OUTSIDE EDGES OF SLAB TO BE TOOLED.
6. ALL DIMENSIONS IN MILLIMETERS UNLESS OTHERWISE NOTED.

2 CONCRETE BENCH PAD

1:25



NOTES

1. ALL MATERIALS ARE SPECIFIED IN THE GENERAL PLANTING NOTES.
2. FOR SHRUBS PLANTED IN SHRUB BEDS, DELETE SAUCER AROUND BASE OF SHRUB.
3. DO NOT ALLOW AIR POCKETS WHEN BACKFILLING.
4. POSITION CROWN OF ROOT BALL 25mm ABOVE FINISH GRADE TO ALLOW FOR SETTLING.

5 SHRUB PLANTING

NTS

GENERAL NOTES

1.0 SITE FURNISHINGS

1. THE FOLLOWING SITE FURNISHINGS SHALL BE SUPPLIED AND INSTALLED BY MAGLIN SITE FURNITURE INC. 1-800-716-5506 (CONTACT: SEAN MEALAND) OR APPROVED EQUAL:
BENCH
MODEL NO.: MBE-0720-00041
METAL FINISH: BLACK GLOSS
SLATS: IPE WOOD
FOOTING/ ATTACHMENT: SECURED TO CONCRETE PAVING, AS DETAILED, WITH STAINLESS STEEL TAP-CON FASTENERS.
2. PACKAGE ALL PRODUCTS AND HANDLE CAREFULLY DURING SHIPMENT & INSTALLATION TO AVOID DAMAGING THE PRODUCTS AND FINISHES. DAMAGED PRODUCTS WILL BE REJECTED.
3. OBTAIN SMOOTH UNIFORM GRADIENT AT INSTALLATION LOCATION.
4. INSTALL ALL PRODUCTS TRUE, PLUMB, AND FIRMLY ANCHORED IN SPECIFIED LOCATIONS.
5. ASSEMBLE AND INSTALL AS PER MANUFACTURER'S SPECIFICATIONS, UNLESS OTHERWISE NOTED.
6. EXISTING SURFACE MATERIALS SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION AFTER INSTALLATION AND ALL PACKAGING SHALL BE REMOVED FROM THE SITE.
7. ALL FASTENERS AND ANCHORS USED TO SECURE FURNISHINGS SHALL BE STAINLESS STEEL.

2.0 PLANTING

1. PLANT MATERIAL SHALL BE IN ACCORDANCE WITH THE CANADIAN LANDSCAPE STANDARD (LATEST EDITION), PUBLISHED BY THE CANADIAN NURSERY LANDSCAPE ASSOCIATION AND THE CANADIAN SOCIETY OF LANDSCAPE ARCHITECTS, EXCEPT WHERE SPECIFIED OTHERWISE.
2. ALL PLANTS SHALL BE SUPPLIED AS SPECIFIED IN THE 'PLANT LIST'. SUBSTITUTIONS WILL NOT BE ACCEPTED UNLESS APPROVED IN WRITING BY THE LANDSCAPE ARCHITECT.
3. ALL MATERIALS TO BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
4. MULCH TO BE SHREDDED CEDAR BARK FREE OF DYES AND CHEMICALS, OR APPROVED EQUAL.
5. PLANTING SOIL MIXTURE SHALL BE 50% SCREENED TOPSOIL, 20% COARSE SAND, AND 30% COMPOST, AS SPECIFIED. CONTRACTOR SHALL PROVIDE SOURCE AND SAMPLE OF SOIL MIXTURE, AS SPECIFIED, FOR APPROVAL PRIOR TO COMMENCING WORK.
6. TREE STAKES TO BE 40 X 40 X 5MM X 1800MM LONG HEAVY DUTY GAUGE T-BARS, DRIVEN SECURELY INTO THE SUB-GRADE.
7. TIES SHALL BE 50MM WIDE BURLAP STRIPS LOOPED IN A LOOSE FIGURE 8 OR ANOTHER WOVEN BIODEGRADABLE TIE SYSTEM THAT REMAINS FLEXIBLE DURING WINTER MONTHS.
8. TRUNK PROTECTION TO BE 100MM DIA. HDPE PIPE, 500MM LONG OR TO LOWEST BRANCH, EXCEPT IN SWM PONDS AND NATURALIZATION AREAS WHERE IT IS TO BE WHITE SPIRAL PLASTIC TREE GUARD.
9. STAKES AND TIES SHALL BE REMOVED 1 YEAR AFTER PLANTING.
10. TRUNK PROTECTION SHALL BE REMOVED AT COMPLETION OF WARRANTY PERIOD.
11. CONTRACTOR IS RESPONSIBLE FOR REMOVAL AND OFF-SITE DISPOSAL OF EXCAVATED MATERIAL FROM PLANTING BED CONSTRUCTION AND TREE/SHRUB FIT EXCAVATION.

3.0 SODDING

1. SODDING SHALL BE IN ACCORDANCE WITH OPSS MUNI 803, UNLESS OTHERWISE SPECIFIED.
2. SOD SHALL BE NUMBER ONE GRADE TURFGRASS NURSERY SOD WITH A KENTUCKY BLUEGRASS SOD CLASSIFICATION.
3. SOD ALL DISTURBED AREAS UNLESS OTHERWISE INDICATED.
4. SOD SHALL BE GROWN AND SOLD IN ACCORDANCE WITH THE 'SPECIFICATIONS FOR TURFGRASS SOD FOR ONTARIO' PUBLISHED BY THE NURSERY SOD GROWERS ASSOCIATION (N.S.G.A.) AND SHALL BE ESPECIALLY SOWN AND CULTIVATED IN NURSERY FIELDS AS TURFGRASS CROP.
5. SODDING MAY BE PERFORMED AT ANY TIME BETWEEN APRIL 30 AND NOVEMBER 1. IF SOD IS LAID FOLLOWING NOVEMBER 1, ACCEPTANCE WILL BE DEFERRED UNTIL ONE MONTH AFTER START OF GROWING SEASON, PROVIDED ACCEPTANCE CONDITIONS ARE FULFILLED.
6. LAY SOD WITHIN 36 HOURS OF BEING LIFTED OR WITHIN 24 HOURS OF BEING LIFTED IF AIR TEMPERATURE EXCEEDS 20°.
7. ALL SODDING SHALL OCCUR WITHIN A WEEK OF TOPSOIL PLACEMENT AND FINISHED GRADING. THE CONTRACTOR WILL BE RESPONSIBLE FOR WEED ERADICATION IF THEY FAIL TO PLACE THE SPECIFIED SOD WITHIN THIS PERIOD.
8. DURING WET WEATHER ALLOW SOD TO DRY SUFFICIENTLY TO PREVENT TEARING DURING LIFTING AND HANDLING.
9. DURING DRY WEATHER, PROTECT SOD FROM DRYING OUT AND WATER SOD AS NECESSARY TO ENSURE ITS VITALITY AND PREVENT DROPPING OF SOIL IN HANDLING. DRY SOD WILL BE REJECTED.
10. ENSURE FINISHED SOD SURFACE IS FLUSH WITH ADJOINING GRASS AREAS, PAVEMENT OR TOP SURFACE OF CURBS.
11. ON SLOPES, LAY SOD SECTIONS LONGITUDINALLY ALONG CONTOURS AND START LAYING SOD AT THE BOTTOM OF THE SLOPE.
12. PEG SOD ON SLOPES STEEPER THAN 3 HORIZONTAL TO 1 VERTICAL, 100MM BELOW TOP EDGE AT 200MM ON CENTER FOR FIRST SOD SECTIONS ALONG CONTOURS OF SLOPES AND NOT LESS THAN 4 PEGS PER SQUARE METER WITH PEGS DRIVEN TO 50MM ABOVE SOIL SURFACE OF SOD SECTIONS.
13. SOD STAKING SHALL BE WITH WOODEN PEGS AT 17 X 8 X 200MM, OR APPROVED EQUAL.
14. WATER SOD IMMEDIATELY AFTER LAYING TO OBTAIN MOISTURE PENETRATION INTO TOP 100MM OF TOPSOIL.
15. PROVIDE CLOSE CONTACT BETWEEN THE SOD AND THE UNDERLYING ROOT ZONE MIX BY ROLLING WITH A LIGHT ROLLER. IMPERFECTIONS IN THE SURFACE LEVEL SHOULD BE CORRECTED PRIOR TO THE LAYING OF THE SOD AND NOT BY ROLLING WITH A HEAVY ROLLER. USE OF HEAVY ROLLER TO CORRECT GRADE IRREGULARITIES IS NOT PERMITTED.
16. MAINTENANCE DURING THE ESTABLISHMENT PERIOD SHALL CONSIST OF BUT NOT BE LIMITED TO WATERING IN SUFFICIENT QUANTITIES AND AT REQUIRED FREQUENCY TO MAINTAIN CONTINUOUS SUBSOIL MOISTURE IMMEDIATELY UNDER SOD TO A DEPTH OF 75-100MM, ROLLING TO REMOVE MINOR DEPRESSIONS OR IRREGULARITIES, WEED CONTROL TO ENSURE THAT NON-SPECIFIED VEGETATION SHALL NOT EXCEED 5%, AND MOWING AT LEAST TWICE TO MAINTAIN GRASS AT 40MM HEIGHT (AFTER GRASS REACHED 60MM HEIGHT).
17. REMOVE WOODEN SOD PEGS AFTER SOD HAS ESTABLISHED WITH APPROVAL OF THE CONSULTANT.

CONTRACT DRAWINGS

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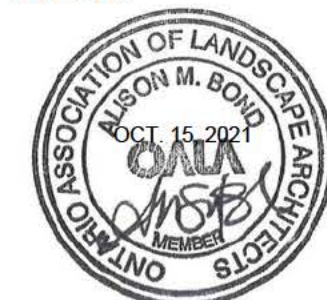
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NOTES

1. ALL DIMENSIONS IN MILLIMETERS UNLESS OTHERWISE NOTED.

NO.	REVISIONS	DATE	INITIAL
1	FIRST LANDSCAPE SUBMISSION	OCT. 15/21	AB

APPROVED



**CIDERY TOWNS
TOWN OF THE BLUE MOUNTAINS**

LANDSCAPE DETAILS

ENVISIONTATHAM

115 Sandford Fleming Drive,
Suite 200, Collingwood,
ON L9Y 5A6
Tel: 705.445.0422
inquiry@envisiontatham.com

SCALE: AS SHOWN

DESIGN: AB

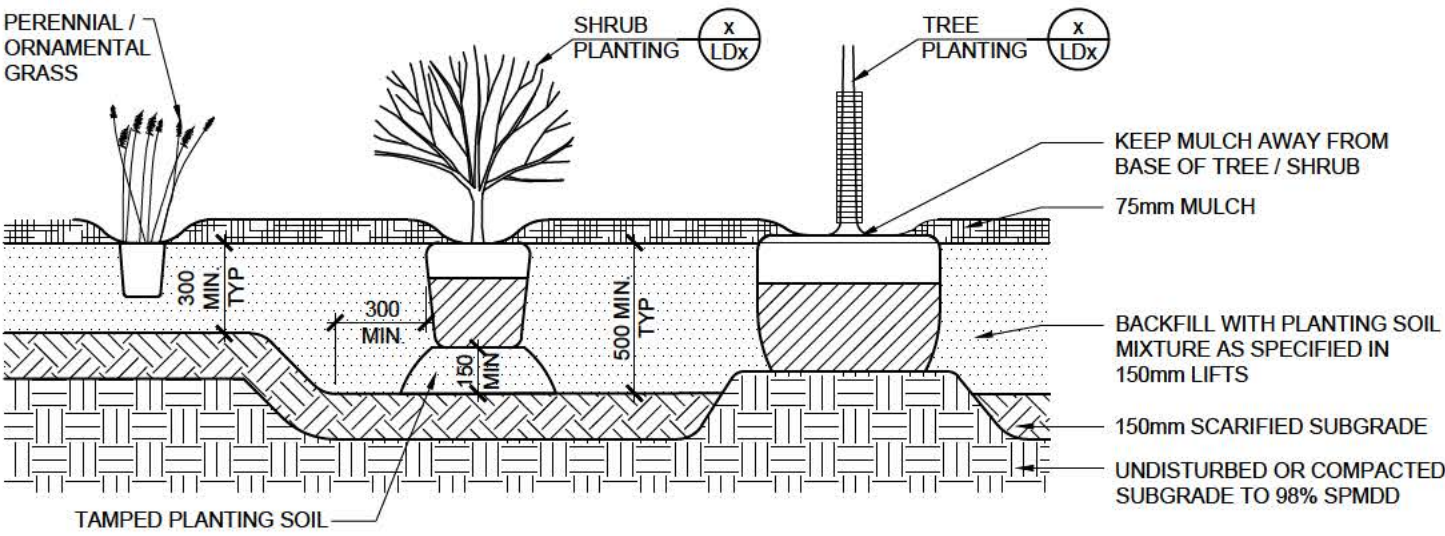
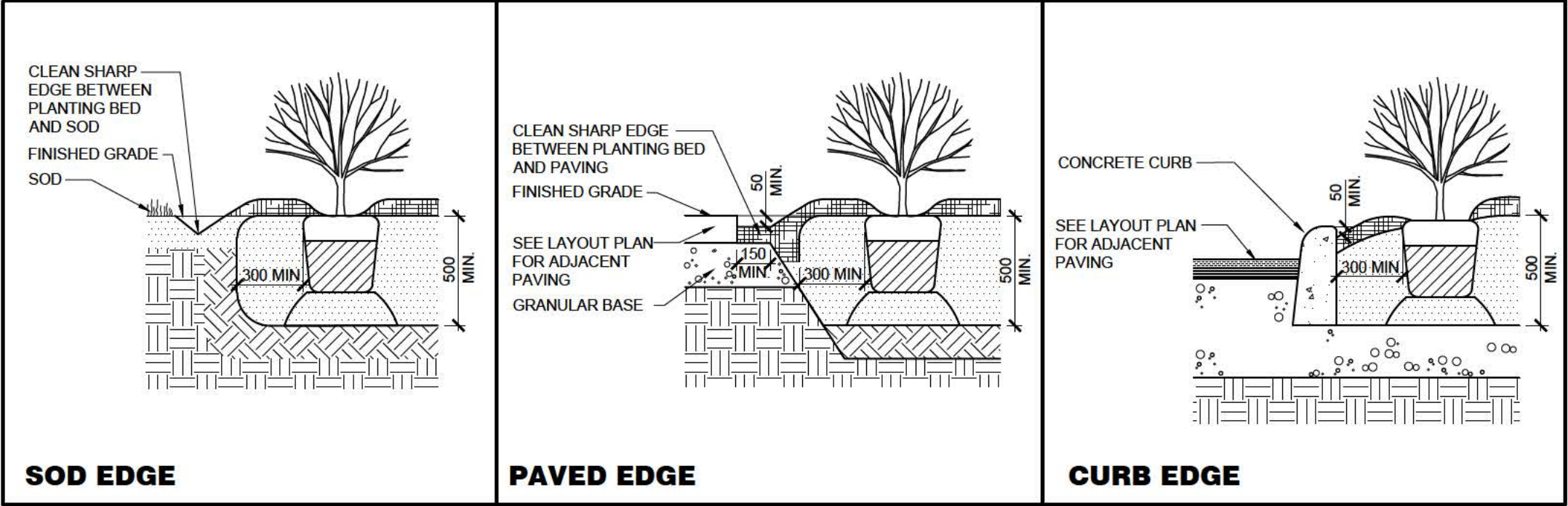
DRAWN: GEC

CHECKED: AB

DATE: OCTOBER 7, 2021

JOB NO. ET121019-1

DWG. **LD-1**



- NOTES**
1. ALL MATERIALS ARE SPECIFIED IN THE GENERAL PLANTING NOTES.
 2. DO NOT ALLOW AIR POCKETS WHEN BACKFILLING.
 3. ENSURE SOIL SETTLEMENT HAS OCCURRED PRIOR TO MULCHING.
 4. PLANTING SOIL DEPTH MAY BE 300mm (MIN.) UNDER PERENNIALS.
 5. CONTRACTOR IS RESPONSIBLE FOR REMOVAL AND OFF-SITE DISPOSAL OF EXCAVATED MATERIAL FROM PLANTING BED CONSTRUCTION.

1 PLANTING BED

NTS

CONTRACT DRAWINGS

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- NOTES**
1. ALL DIMENSIONS IN MILLIMETERS UNLESS OTHERWISE NOTED.

1	FIRST LANDSCAPE SUBMISSION	OCT. 15/21	AB	
NO.	REVISIONS	DATE	INITIAL	



**CIDERY TOWNS
TOWN OF THE BLUE MOUNTAINS**

LANDSCAPE DETAILS

ENVISIONTATHAM

115 Sandford Fleming Drive,
Suite 200, Collingwood,
ON L9Y 5A6
Tel: 705.445.0422
inquiry@envision-tatham.com

SCALE: AS SHOWN	JOB NO. ET121019-1
DESIGN: AB	CHECKED: AB
DRAWN: GEC	DATE: OCTOBER 7, 2021

DWG. **LD-2**

P463 Municipal Tree By-law Update
Comment Response Matrix (2020-2022)

Comments Received By:	Date Received:	Comment/Concern/Question Summary	Response
COUNCIL COMMENTS	May 30, 2022	Are any attainable housing units proposed to be included in the development?	1. Applicant Response - The project will be at market values. Public benefits were accrued through the dedication of the medical clinic lands. Not to mention the parkette. After the meeting, the two residents attending pulled me (Colin Travis) aside and told me (Colin Travis) they prefer to see nothing built on the site. That is an obvious nonstarter. They also asked if we were building subsidized housing and actually said they do not want “poor people” living there. I (Colin Travis) told them the Owner has no intention of subsidized housing and that sale pricing will reflect similar high-end product in Thornbury.
		Why were the land transfers not contemplated with previous planning approvals?	1. Staff Response – Land transfers were contemplated by a previous Council in 2009, per the Memorandums of Understanding. The transfer outlined in the MOU’s were initiated, but never fully completed.
		Has the medical centre been notified of the proposal?	2. Staff Response – Staff contacted the point of contact on record for the Medical Centre to advise of the proposal. At the time of writing, no response had been received.
		Is any additional public consultation proposed with respect to the development?	3. Applicant Response - No formal meeting. However, I (Colin Travis) have been authorized to attempt to meet individually with each of the 6 (?) residents across the street. I will be undertaking that exercise week after next. I will present the site plan and coloured renderings. I am not asking for approval, just making sure they are aware of the site plan, general characteristics of the plan and how the buildings will look. I’ll provide feedback to my client and confirm in a summary to (Planning Staff).
PUBLIC COMMENTS			
Derek Cartledge, Thornbury Cidery		1. Is this Servicing Agreement for the Thornbury Craft Co. sanitary line only? 2. We are concerned that the heavy machinery could potentially damage the sanitary line that runs underneath the medical centre parking lot/road.	1. Future easement would include appropriate clauses for the sanitary sewer service, in favour of the Thornbury Cidery, over the subject lands. 2. Construction access has not yet been determined. Heavy machinery will be required to access the site at appropriate locations to minimize any damage to existing roadways or services.

**P463 Municipal Tree By-law Update
Comment Response Matrix (2020-2022)**

		3. We were not allowed to do that for that specific concern. Is there any guarantee that damage will not happen? Who would be responsible for any damage and any emergency or temporary lines and ensure that it does not interfere with our daily operations? 4. Will this impact us in dealing with Manorwood on them having to pay to hook into our sanitary line? 5. No agreement has been reached and they indicated they will not start the process until the Thornbury EASR issue is resolved. We find this very concerning. Can we make this a condition?	3. Appropriate securities and clauses to be included in the Site Plan Agreement to require any repairs in the event that damage is incurred. 4. Legal services to confirm. 5. Legal services to confirm.
Stan Atkinson	May 30, 2022	1. What is being proposed for the site? 2. Will the Georgian Trail be impacted?	1. Development includes the construction of forty-two townhouse units (see Staff Report for more information). 2. Existing Georgian Trail location to be preserved. As submitted by the applicant's agent, internal driveway avoids need for individual driveways to cross the Georgian Trail.

Planning & Development Services Department

P3036 Manorwood Thornbury

Request for Disposition/Transfer of Municipal Lands



May 30, 2022



Application Information

Applicant: Manorwood Thornbury

Agent: Travis and Associates Inc.

Location: Huron Street East, Thornbury

Applications: Request for Disposition of Municipal Lands

Lot Area: 1.13ha

Official Plan Designation: Community Living Area

Zoning: R2-75 and Open Space



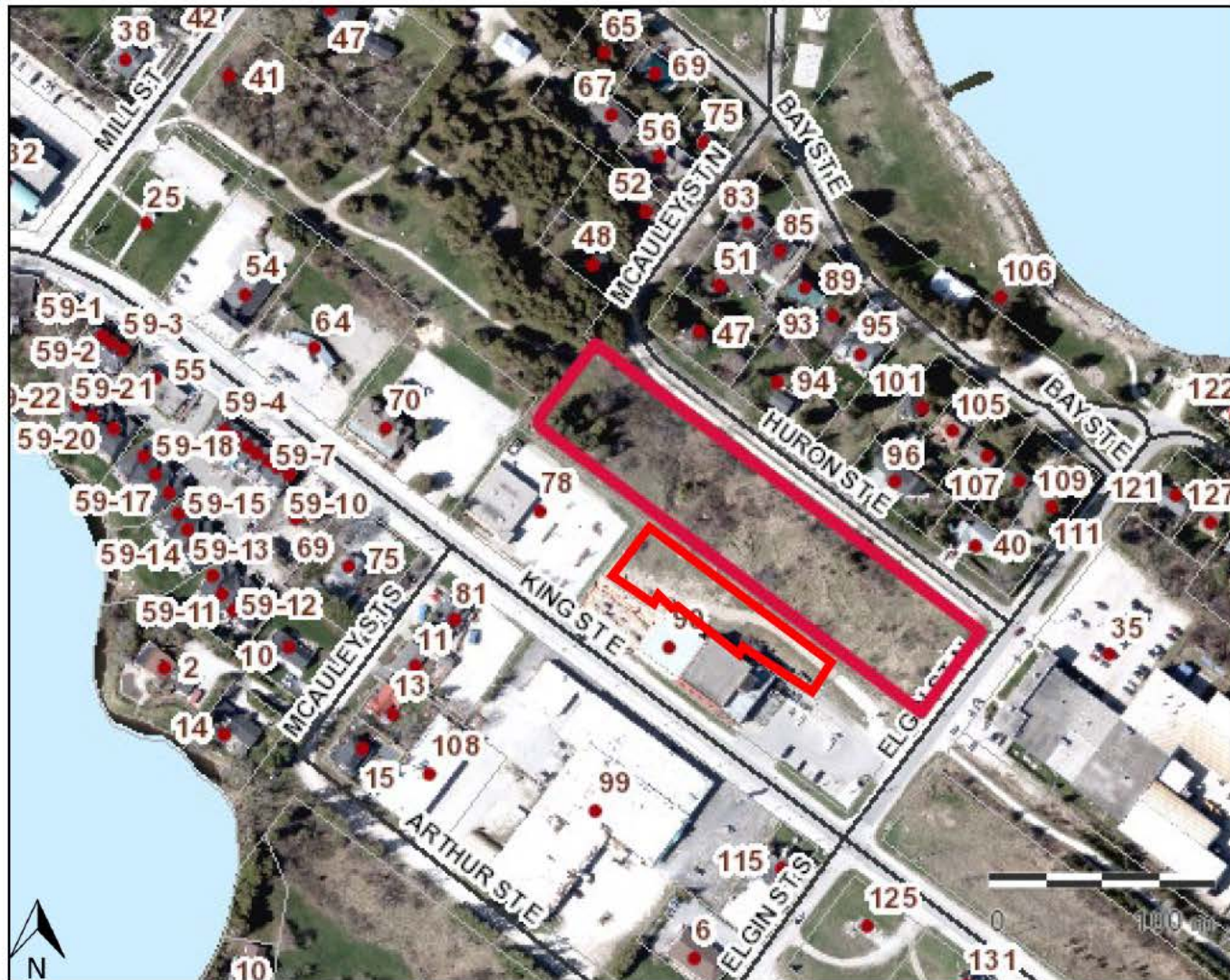
Disposition/Acquisition Process

- Request received
- Public Notice and Meeting held
- Staff Report for Committee of the Whole/Council Consideration – including public comments and detailed outline of request
- Council Direction/Decision on the Request– upcoming date
- Completion of Land Transfers and Registration of Easements through Site Plan Agreement, if supported/approved by Council

We are Here



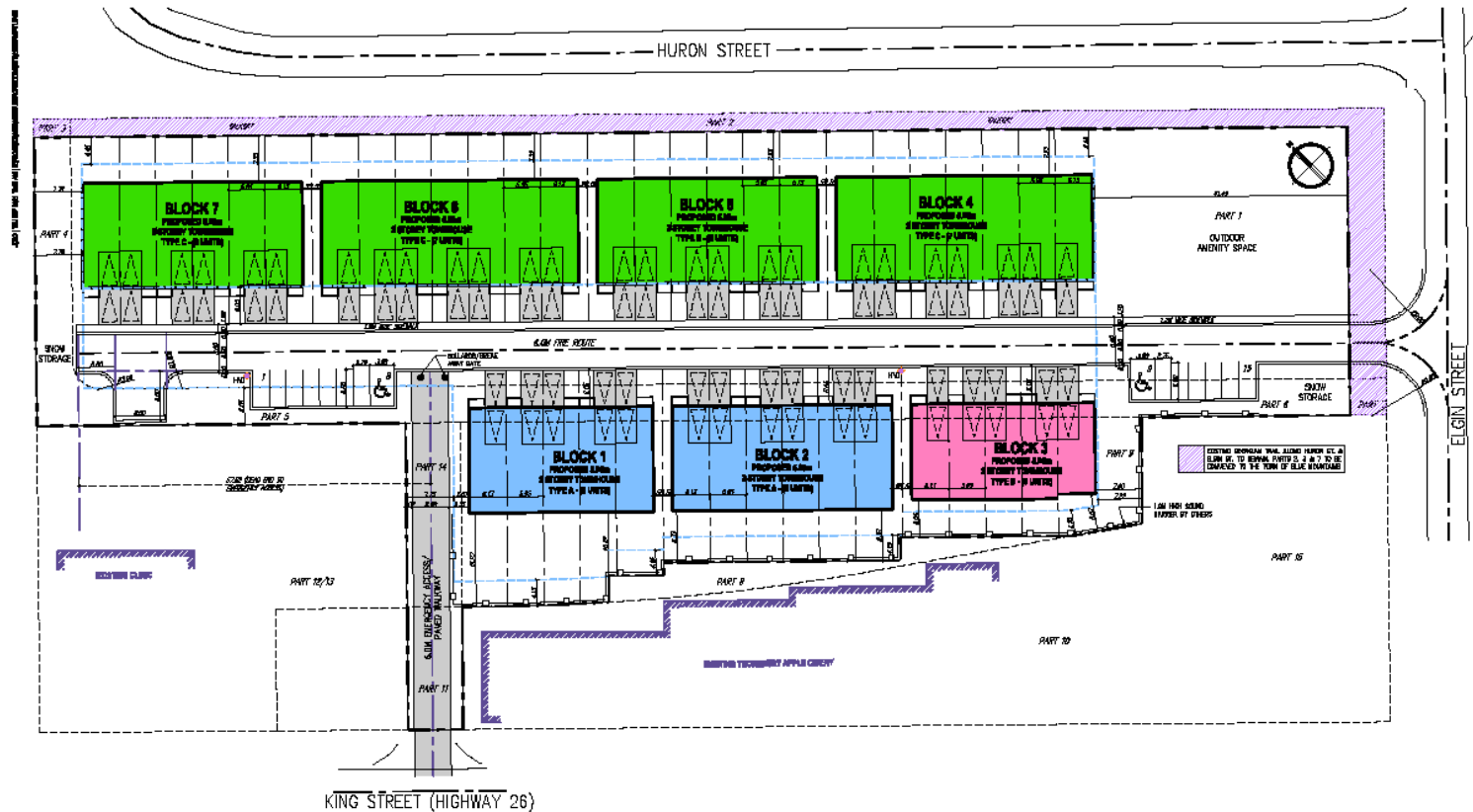
Aerial Photo – Subject Lands





Current Development Proposal

- 42 Townhouse Condominium Units, including internal roadway and open space parkette.





History

- Town entered into a series of Memorandums of Understanding (MOU) with previous owners/developer of the subject lands in 2009.
- MOUs outlined a number of mutual land transfers between parties in consideration of development of the subject lands and the Medical Centre. The transfers included:
 1. To transfer the “Medical Centre Lands” and “Driveway Lands” to the Town, with the understanding that the Town would convey the Medical Centre Lands an access easement over the Driveway Lands in favour of the Medical Centre;
 2. To transfer the “Developer’s Transfer Lands” to the Town, with the understanding that the Town would convey the lands to the Thornbury Cidery;
 3. To transfer the “New Georgian Trail Lands” to the Town, with the understanding that the Town would convey the “Georgian Trail Lands” to the Developer, with an access easement reserved in favour of the Town for access to the Medical Centre and “Parking Lot Lands”.
- Transfers under Item 1 and 2 were completed, however, transfers under Item 3 were not

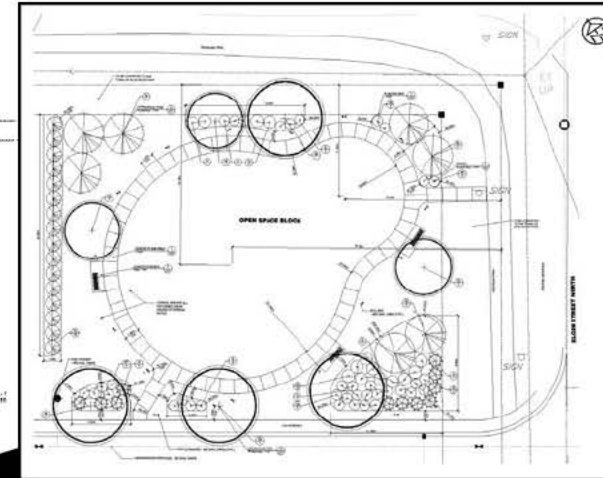
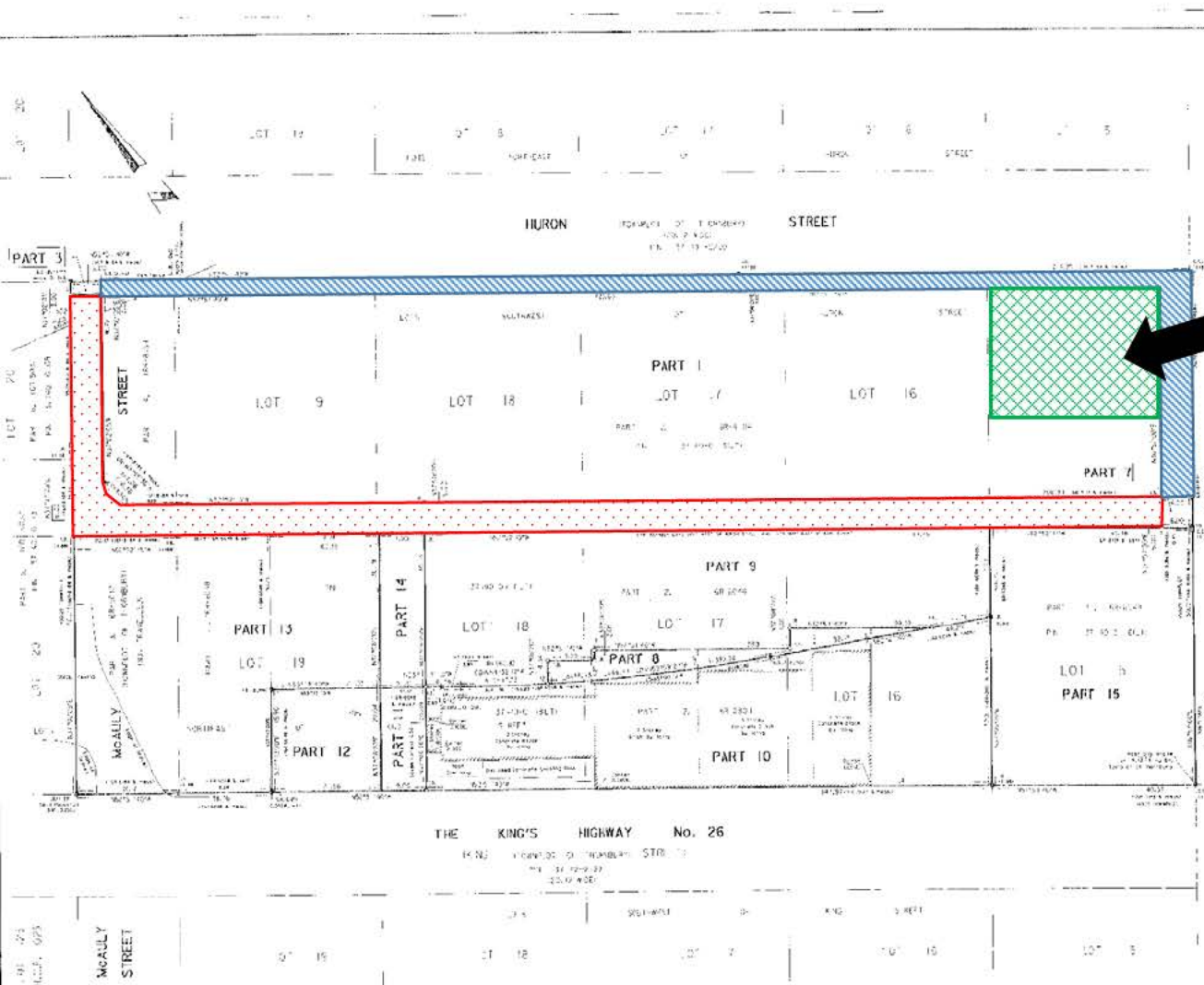


Proposed land acquisitions, dispositions, and exchanges

1. Town to convey Parts 4, 5 & 6 on Plan 16R-9726 to Manorwood.
2. Manorwood to convey Part 2 on Plan 16R-9726 to the Town as a road-widening/trail/open space.
3. Manorwood to construct and transfer Open Space Park block to the Town, as parkland conveyance (~8% in addition to standard 5%, for a total of 13%).
4. Manorwood to grant an easement over Part 4, Plan 16R-9726, to the Town for Georgian Trail access to Smith Memorial Park and Medical Centre.
5. Manorwood to grant an easement to the Town over a portion of internal Condominium Road for access to the Medical Centre (new reference plan would be required).
6. Town to grant a servicing easement over Part 3 on Plan 16R-8184 to the Thornbury Cidery, prior to conveyance of the land to Manorwood.
7. Town to grant an access easement over Part 11 and 14, Plan 16R-9726, to Manorwood for emergency access.



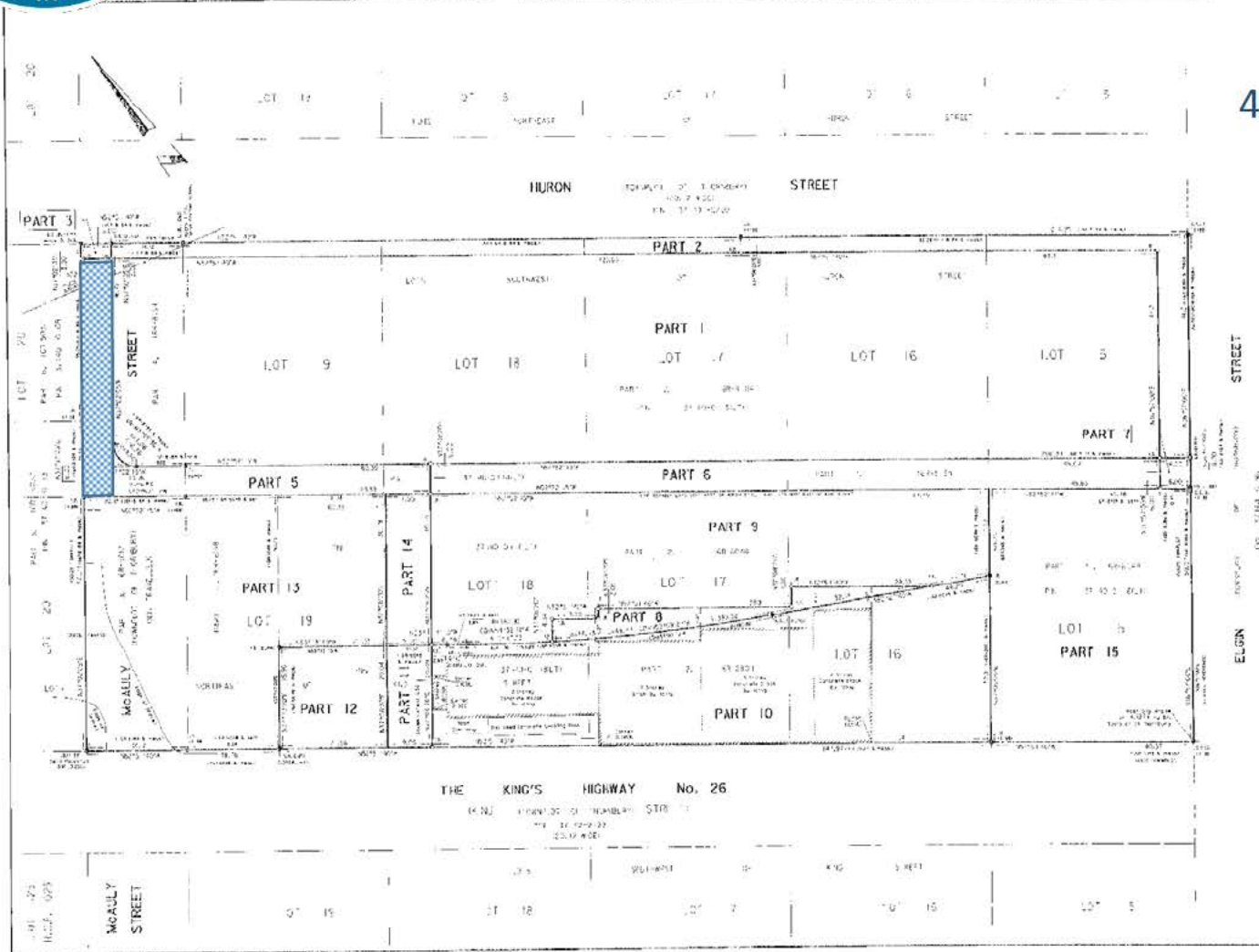
Proposed Ownership Transfers



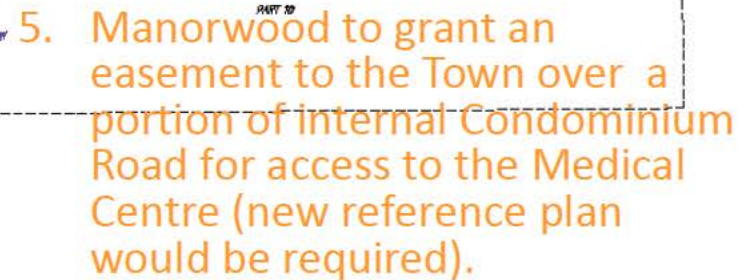
1. Town to convey Parts 4, 5 & 6 on Plan 16R-9726 to Manorwood.
2. Town to acquire Part 2 on Plan 16R-9726 as a road-widening/trail/open space from Manorwood.
3. Town to acquire constructed Parkland Open Space at the Southwest corner of Elgin and Huron St. from Manorwood.



Proposed Easement Transfers to the Town

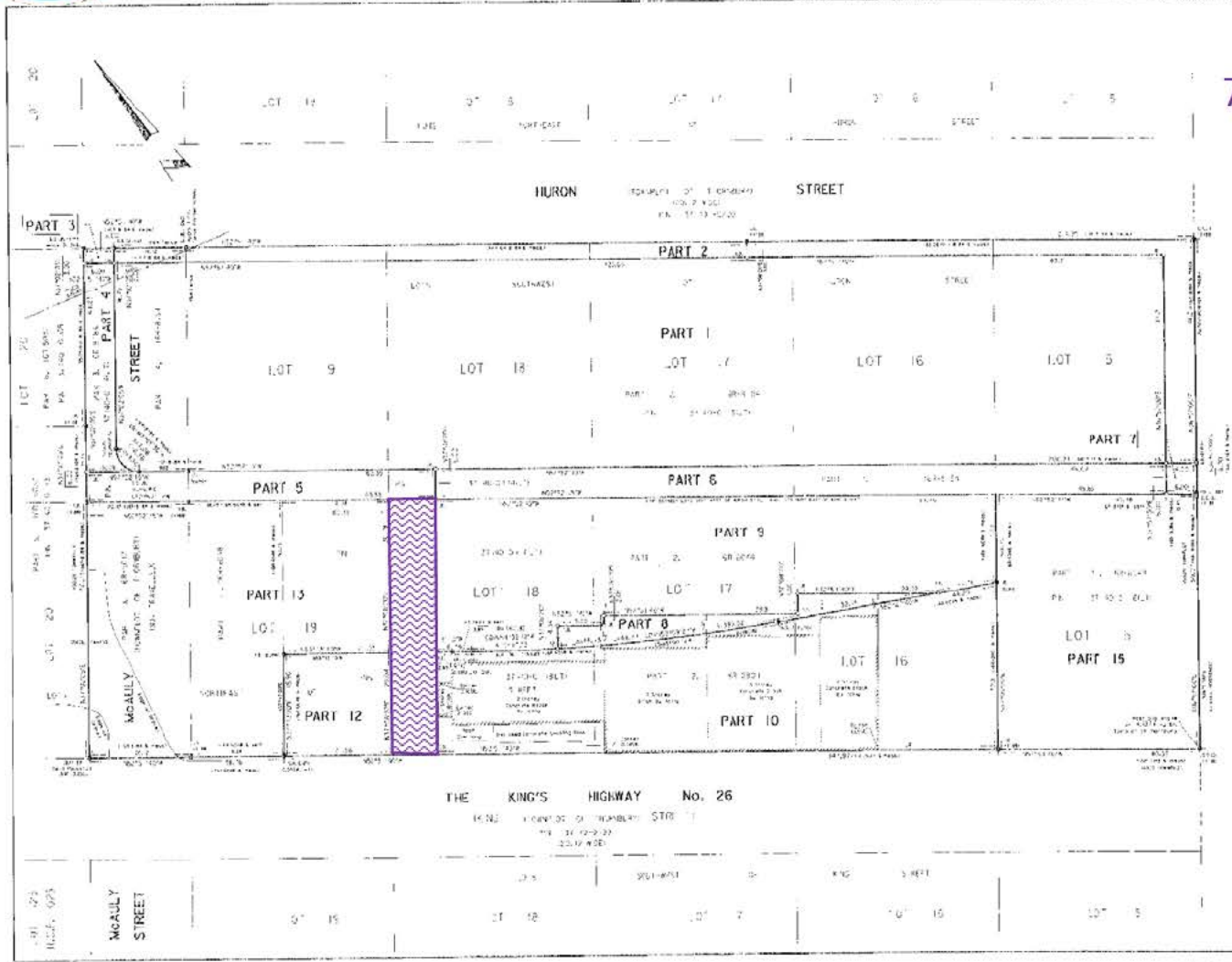


4. Manorwood to grant an easement over Part 4, Plan 16R-9726, to the Town for Georgian Trail access to Smith Memorial Park and Medical Centre.





Proposed Easement Transfers to Manorwood



7. Town to grant an access easement over Part 11 and 14, Plan 16R-9726, to Manorwood for emergency access.