

ROTHESAY

PUBLIC HEARING AGENDA

Rothesay Town Hall

Commencing at 7:00 p.m.

Monday, January 9, 2017



PUBLIC HEARING 7 HILLCREST DRIVE (PID 00257139 & 30048847)

- 1. CALL TO ORDER** Instructions
Public Hearing Policy (October 2014)
Development Process summary (August 2016)

- 2. PUBLIC HEARING**
Documentation
15 December 2016 1st Section 68 advertisement
4 January 2017 2nd Section 68 advertisement
6 January 2017 Memorandum from Town Manager Jarvie
4 January 2017 Memorandum from Planning Advisory Committee
23 December 2016 7 Hillcrest Drive Staff Report with attachments
 Attachment A Draft By-law 2-10-27
 Attachment B Diagram - Rothesay Density Units Per Acre
 Attachment C Option C – Site Plan
 Attachment D Option B – Site Plan
 Attachment E Draft Development Agreement (OPTION C)
 Attachment F Draft Development Agreement (OPTION B)

Appearances: **Andrew McKay, McKay Builders**

Brian White, Director of Planning/Development Services

Comments/Apearances: Letters from residents (11)

- 3. ADJOURNMENT**

ROTHESAY

Policy

Topic:	Public Hearings
Application:	Rothsay Council and Staff

Date Prepared	1/10/01
Date Adopted by Council	9/10/01
Date Amended	09/2009 10/2014
Mayor:	<i>[Signature]</i>
ACTING Town Manager:	<i>B.W.</i>

BACKGROUND

The Community Planning Act, R.S.N.B. (1973), Chapter C-12 and amendments thereto, provides the procedure to be followed for Public Presentations (Section 25) and Public Hearings (Section 68), copies of which are attached hereto and identified as Schedule "A".

There is no provision within the Community Planning Act, supra for a deadline to accept written objections before the Public Hearing. Section 68(1) indicates the second required advertisement shall be no less than four (4) days prior to the date of the Public Hearing. It has been the practice of the Clerk's office to indicate in the advertisement written objections will be received until 4:00 p.m. the Thursday preceding the Public Hearing. However, the Council agenda deadline is 12:00 p.m. the Wednesday preceding the meeting, which occasionally causes confusion on the submission deadlines.

During the process, Council acts in a quasi-judicial setting. There is ample opportunity throughout the process for the public to express their views. Once the Public Hearing has been held, Council makes its decision based on the information received up to the date of the Public Hearing. Any information received subsequent to the hearing should not be taken into consideration in the decision-making process. In a legal context, this would be the same as a judge receiving additional information once a trial is over but before making his decision.

POLICY:

This policy will be followed for all Public Hearings scheduled by Council, unless otherwise stated in provincial legislation. Advertisements shall be placed in the newspaper in accordance with Section 68(1) of the Community Planning Act, supra and shall indicate written objections will be received until 12:00 p.m. on the Wednesday preceding the Public Hearing.

Documentation received by the Town Clerk after 12:00 p.m. on the Wednesday preceding the Public Hearing will be distributed to Council members at the Public Hearing, immediately prior to the "Call to Order" of the Hearing. It shall be left to the discretion of Council to receive and/or consider the subsequent documentation received. In accordance with the Community Planning Act, supra Section 68(4) any person wishing to speak may do so at the Public Hearing.

Following the close of the Public Hearing, no further documentation or comments from the public will be received for consideration by Council, unless so requested by Council. Council members should disregard any information (email/correspondence/telephone) not received through the Town Clerk's office. Individuals submitting information directly to Council members (email/letters/phone calls) should be advised to contact the Town Clerk or Town Manager.

In accordance with the laws of natural justice, those Council members who were not in attendance at the public hearing shall be precluded from voting on the subject matter of the hearing.

The Public Hearing policy adopted by Council on October 9, 2001 (amended September 14, 2009) is hereby amended.

SCHEDULE "A"
Public Hearing Policy

Excerpts from the Community Planning Act, R.S.N.B. (1973), Chapter C-12 and amendments thereto:

25(1) Before complying with the requirements of section 68 with respect to a municipal plan, a council shall publish a notice in a newspaper circulated in the municipality at least ten, and no more than fourteen, days prior to the day mentioned in paragraph (b), stating

- (a) the intention of the council to adopt a municipal plan;
- (b) the day and place for a public presentation by the council of the proposed plan;
- (c) that objections to the proposed plan may be made to the council within thirty days of the day of the public presentation.

25(2) Where a notice is published under subsection (1), any person may submit to the council written objections to the proposed municipal plan within the period mentioned in that subsection.

68(1) With respect to a by-law under this Act other than a by-law mentioned in paragraph 67(1)(a), the council shall

- (a) by resolution, fix a day and place for the consideration of objections to the proposed by-law, and
- (b) subject to subsection (7),
 - (i) if a daily newspaper is circulated in the municipality, publish twice a notice in the form described in subsection (2) of its intention of considering the enacting of the by-law, the first of such notices to be published not less than twenty-one and not more than thirty days before the day fixed pursuant to paragraph (a), and the second not less than four days and not more than seven days before such day, or
 - (ii) if a weekly newspaper is circulated in the municipality, publish twice a notice in the form described in subsection (2) of its intention of considering the enacting of the by-law, the first of such notices to be published not less than twenty-one and not more than thirty days before the day fixed pursuant to paragraph (a), and the second not less than four days and not more than eleven days before such day.

68(2) A notice under paragraph (1)(b)

- (a) shall set forth a description of the area affected by the by-law, which shall where feasible, in the case of a zoning by-law or zoning provisions in a rural plan under subsection 27.2(1), refer to street names and civic numbers;
- (b) shall state a place where and the hours during which the by-law may be inspected by an interested person, and the time and place set by the council for the consideration of written objections to the by-law;
- (c) shall set forth the person to whom written objections may be sent; and
- (d) may, in the case of an amendment or repeal, state briefly the reasons for it or an explanation thereof.

68(3) Where a notice has been published under paragraph (1)(b) in respect of a proposed by-law, the council shall

- (a) make suitable provision for inspection of the by-law by the public at the time and place set out in the notice, and
- (b) before enacting the by-law, hear and consider written objections to it.

68(4) Any person who wishes to speak for or against written objections is entitled to be heard at the time and place fixed pursuant to subsection (1) for consideration of such objections.

68(5) Where, subsequent to the publishing of a notice under paragraph (1)(b), the council substantially amends the proposed by-law, the provisions of this section apply *mutatis mutandis* to the amendment.

68(6) The council is not required to vote on the by-law on the day fixed under subsection (1) for the consideration of objections to it, but the by-law shall not become valid unless, within six months after the day that the first notice was published under subsection (1), it is

- (a) enacted, and
- (b) except a zoning by-law, subdivision by-law, building by-law, deferred widening by-law, controlled access street by-law or amendment to the zoning provisions in a rural plan under subsection 27.2(1), submitted for the approval of the Minister.

68(7) Where it is proposed to amend a zoning by-law or a rural plan under subsection 27.2(1) for the re-zoning of an area of land, the council is not required to publish a second notice under paragraph (1)(b) if

- (a) the owners of land within the area and within one hundred metres thereof, other than a person applying for the re-zoning, are advised in writing of the proposed amendment, or
- (b) a notice of the proposed amendment is posted in a prominent place on the property proposed to be re-zoned.



ROTHESAY MEMORANDUM



TO : Mayor Grant and Rothesay Council
FROM : Town Clerk Banks
DATE : 4 August 2016
RE : Zoning By-law amendment Process

The following summary and attached flow chart is being provided to give a brief overview of the Zoning By-law Amendment Process:

1. Planning Advisory Committee (PAC) reviews application and provides written views to Council

- As per section 66 of the Community Planning Act, Council is required to request written views of the PAC on the proposed by-laws before enacting amendments
- Planning staff prepare a report of the proposed amendments, with recommendations for PAC's consideration
- PAC meets the 1st Monday of every month to consider planning applications.

2. Council conducts a public hearing to consider objections to by-law amendment(s)

- All rezoning applications are subject to a public hearing before Council
- The hearing is advertised between 21- 30 days and 4-6 days before the scheduled hearing date
- Owners of all properties located within 100 metres of the subject property are notified of the public hearing by regular mail
- The purpose of the hearing is to consider any written objections submitted by members of the public. Any person may submit an objection and/or speak at the hearing
- Applicants also have the opportunity to present a summary of their proposal, and to address any concerns raised by objectors at the public hearing
- The public hearing is the last opportunity for Council to receive input from the applicant and the public before making a final decision on the bylaw. Once the public hearing has concluded, Council is not permitted to receive or consider any further representations on the bylaw unless another public hearing is held or additional information is requested from Town staff

3. Council's decision to enact, deny or defer the by-law amendment(s)

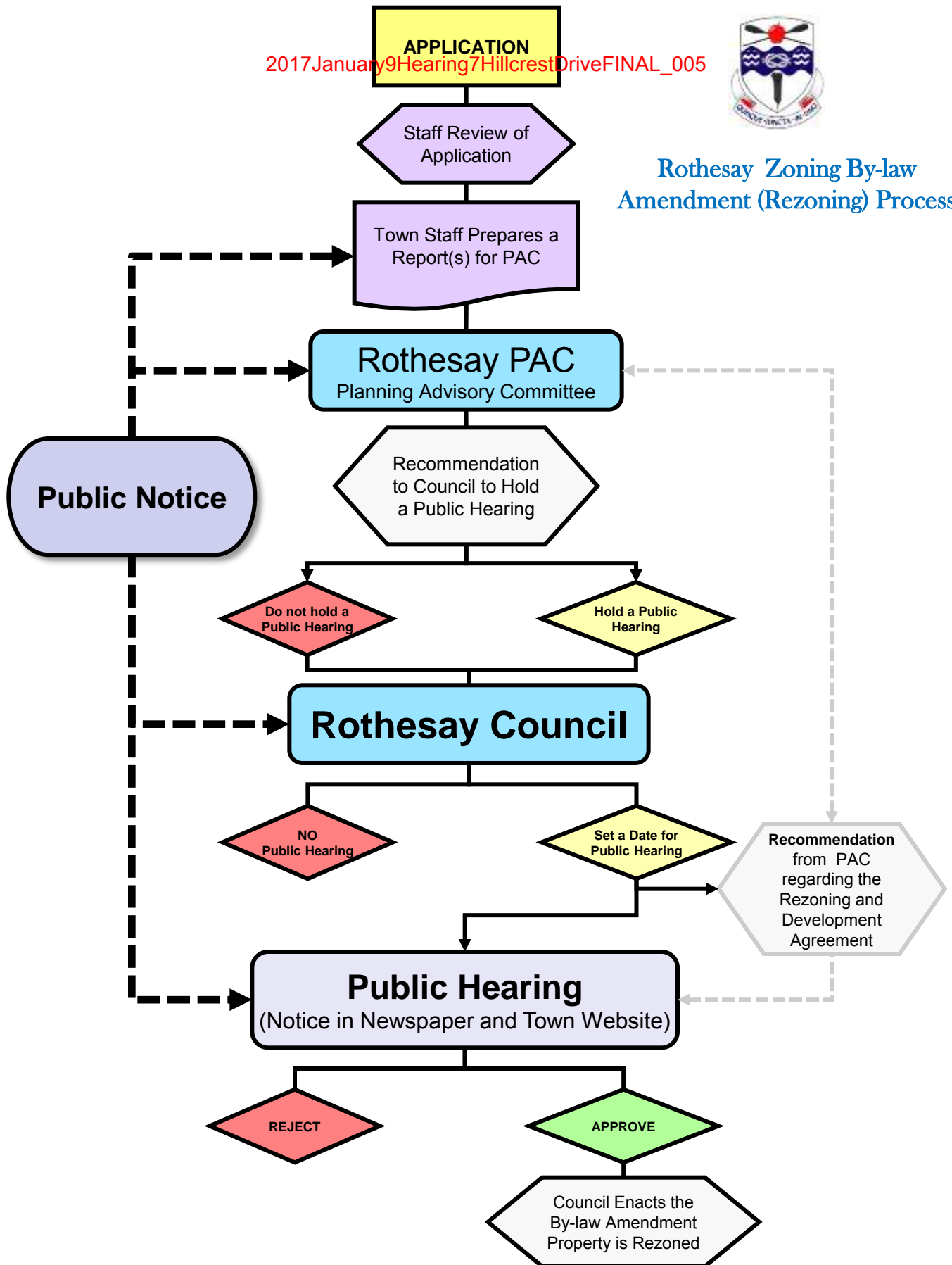
Council considers the input received at the hearing and decides to either:

- Allow the application to proceed by enacting by-law amendment(s); and development agreements (if applicable)
- Require that the by-law or development agreement be amended; or
- Deny the application

If Council decides to enact the by-law amendment, it is required to read the by-law, by title, three times over the course of two separate Council meetings, along with one reading in its entirety. First and Second reading by title may occur on the same night as the hearing; however, the third reading and enactment must be done at a separate Council meeting.



Rothesay Zoning By-law Amendment (Rezoning) Process





Sussex, NB
506-434-4328

EMPLOYMENT

HELP WANTED

Employer: D. Irving
Address/Location: Rothesay, NB, E2E 5L3 (Intersection corner of Grove Ave. and Hampton Rd.)
Job Offer: child caregiver – private home (NOC 4411).
Skills/duties: Tend to well-being of children, maintain a safe and healthy environment in the home, supervise/care for children, prepare and serve meals, organize activities for children, etc. Perform light housekeeping duties, assume full responsibility for household in parents absence, wash, iron and press clothing and linens.
Children's Ages: 14 month boy plus expecting mother.
Terms of Employment: Permanent, full time, early morning, morning, day and evening.
Wages: \$12.25/hour, medical and dental benefits/ 40 hours/ week.
Work Setting: Employer's home, optional accommodation available at no charge on a live-in basis (This is NOT a condition of employment).
Education: Secondary (high) school graduation certificate.
Experience: 2 years to less than 3 years.
Languages: English.
Marketed To: Indigenous Peoples, Newcomers to Canada and Person with disabilities.
Transportation information: Public transportation available.
Work Site Environment: Non-smoking.
Apply by Email: Irving.david@jd Irving.com



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Low payments available with Simple and Easy Financing available for all credit situations. Rates starting at 4.99%
Call or Text Jason Embleton
506-447-1532

EMPLOYMENT



2011 Subaru Impreza City Flame Limited edition, auto 19000 kms, Navigation, Sunroof, Leather twin seats, heated seats
\$10,995 or \$44 Weekly 0 Down O.A.C
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15 December 2016 Telegraph Journal

TENDER/GENERAL NOTICES



In accordance with Section 68 of the Community Planning Act, R.S.N.B. (1973) Chapter C-12, and amendments thereto, PUBLIC NOTICE is hereby given that the town of Rothesay intends to consider an amendment to By-law 2-10, "Rothesay Zoning By-law" for 7 Hillcrest Drive (PIDs 00257139 & 30048847), under authority of Sections 34 and 74 of the Community Planning Act, supra, following a PUBLIC HEARING to be held on Monday, January 9, 2017, commencing at 7:00 p.m., at Rothesay Town Hall, 70 Hampton Road, Rothesay, New Brunswick.

The purpose of the amendment is to consider an amended plan for the rezoning of lands located at 7 Hillcrest Drive (PIDs 00257139 & 30048847) from Single Family Residential – Large Serviced Zone (R1a) to Multi-Unit Residential Zone (R4) to allow for the development of a 58 unit condominium development, subject to the execution of a Development Agreement in accordance with Section 39 and Section 101 of the Community Planning Act, supra.

The documentation can be reviewed at the Town Office, 70 Hampton Road, Rothesay, New Brunswick, between the hours of 8:15 a.m. and 4:15 p.m., Monday to Friday, exclusive of civic holidays and is available online at www.rothesay.ca. Written objections to the proposed amendment will be received by the undersigned until 12:00 p.m. Thursday, January 5, 2017. Any correspondence with employees, agents, or elected officials of the town of Rothesay may be subject to disclosure under the provisions of the Right to Information and Protection of Privacy Act, S.N.B. 2009, c. P-10.6.

Any person wishing to speak may do so at the PUBLIC HEARING on Monday, January 9, 2017, commencing at 7:00 p.m. PLEASE NOTE: Individual comments will be limited to ten (10) minutes maximum.
Mary Jane E. Banks, BComm
Town Clerk – Rothesay

• Ossa Confinned Space (ABCS)
 • Ossa Elevated Work Platform (ABCS)
 • Ossa Fall Protection (ABCS)
 • Ossa Fire Watch (ABCS)
 • Rigging & Hand Signaling (ABCS)
 • Ossa 250 (Enform)
 • Ground Disturbance (Level 1 & 2)
 • First Aid / CPR
 • WHMIS, TDG and Flaggperson.
 • Drug Testing / medicals.
 Please call 506-622-0283 for an appointment or email info@chmsolutions.ca
 Website www.chmsolutions.ca



Position: Bilingual CWB Welders & Fitters
Pay Rate: \$25 hr – Plus \$2000 a month based on 40/hr week you must qualify for this allowance – contract office to discuss.
Experience: 5 years + all position flux core, marine shipbuilding, reading blueprints
Credentials: CWB Certified
 To apply – visit our website
www.comfactcorporation.com

LEGAL NOTICES

NOTICE OF MORTGAGE SALE

To: Robert Landry and Carrie Lynn Richardson, original mortgagors; and to Minister of National Revenue c/o Canada Revenue Agency, judgment creditor; and to Grant Thornton Limited, trustee in bankruptcy; and to all others whom it may concern.

NOTICE IS HEREBY GIVEN that under and by virtue of a certain indenture of mortgage hearing date November 1, 2010 and registered in the Land Titles Office – New Brunswick (Saint John County) on November 2, 2010 as number 29424968 made between ROBERT LANDRY and CARRIE LYNN RICHARDSON as mortgagors, and THE TORONTO-DOMINION BANK as mortgagee, and under and by virtue of the Property Act, R.S.N.B. 1973, c. P-19, as amended, there will for the purpose of obtaining payment of monies secured by the said indenture of mortgage, default having been made in the payment thereof, be sold at public auction at the front lobby of the Saint John Law Courts, 10 Peel Plaza, Saint John, New Brunswick on Thursday, January 5, 2017 at the hour of 11:00 a.m., local time, the lands and premises situate at 30 Aspen Street, Saint John, in the County of Saint John and Province of New Brunswick, and being identified as PID 55095137.

TOGETHER with all the buildings and improvements thereon and the privileges and appurtenances thereto belonging or in any way appertaining.

FURTHER NOTICE is hereby given that if a sufficient offer of purchase is not received for the said lands and premises at the said public auction the same may be withdrawn from said sale and may be disposed of by private contract without further notice given.

DATED at Saint John, N.B. this 8th day of November, 2016.

McInnes Cooper
 Suite 1700 Brunswick Square
 1 Germain Street, PO Box 6370
 Saint John NB E2L 4R8
 Phone: (506) 643-6500
 Per: R. Scott Wilson
 Solicitors for the Mortgagee
 The Toronto-Dominion Bank

Chrome table & 2 chairs. Asking \$45
Phone 333-4815

Entertainment center, excellent condition, fits 30X30 \$80 OBO, 333-3407

For Sale Electric Organ \$5 Phone 333-4815

Four 205/60R16 Continental SI tires in excellent condition. \$350 Call 696-4863

LEGAL NOTICES

PROVINCE OF NEW BRUNSWICK
 COUNTY OF WESTMORLAND
 NOTICE OF MORTGAGE SALE
 TO: DEMERS LUMBER INC., (the "Mortgagor")

AND TO: BOIS DEMERS LUMBER INC., (the "Lessee")
 AND TO: JOSEPH ALBERT DEMERS, (the "Guarantor")
 AND TO: BUSINESS DEVELOPMENT BANK OF CANADA, (the "Judgment Creditor")

AND TO ALL OTHERS TO WHOM IT MAY CONCERN:
 WHEREAS by a collateral mortgage dated October 27, 2011 and registered under the Land Titles Act in the County of Westmorland on October 27, 2011 as Number 30774260, ("Bank Mortgage A") the Mortgagor mortgaged to the Royal Bank of Canada (the "Bank") the lands and premises described therein and identified by PID No. 70117601 and PAN No. 2240355, and by PID No. 70398458 and PAN No. 5505542, both situate at Arsenault Road in the City of Dieppe (the "Lands and Premises");

WHEREAS by an assignment dated October 27, 2011 and registered under the Land Titles Act in the County of Westmorland on October 27, 2011 as Number 30775242, the Mortgagor assigned to the Bank (i) the lease made between the Mortgagor, as Lessor, and Bois Demers Lumber Inc., as Lessee, (ii) all rents derived by the Lessor from the lease of the Lands and Premises, and (iii) all leases and rents and the benefit of all covenants entered into in respect of the Lands and Premises;

AND WHEREAS by a collateral mortgage dated July 9, 2014 and registered under the Land Titles Act in the County of Westmorland on August 25, 2014 as Number 34102898, ("Bank Mortgage B", collectively, the "Bank Mortgages") the Mortgagor mortgaged to the Bank the lands and premises described therein and identified by PID No. 70398458 and PAN No. 5505542, situate at Arsenault Road in the City of Dieppe;

AND WHEREAS by judgment dated March 16, 2015 and registered under the Land Titles Act in the County of Westmorland on March 22, 2015 as Number 35783795, the Judgment Creditor obtained a judgment against Joseph Albert Demers and Bois Demers Lumber Inc. for the sum of \$96,053.84 against the Lands and Premises;

AND WHEREAS the Mortgagor has defaulted under the terms and conditions of the Bank Mortgages and the Bank appointed Grant Thornton Limited Receiver and Manager of the Lands & Premises;

NOW THEREFORE TAKE NOTICE that there will be, for the purpose of obtaining payment of the monies secured by the Bank Mortgages, sold by private contract, the Lands & Premises, together with all buildings and improvements thereon and all privileges and appurtenances thereto belonging or in any way appertaining, at the offices of Stewart McKelvey at 44 Chipman Hill, Suite 1000, Saint John, New Brunswick, the 5th day of January, 2017 at the hour of 11:00 o'clock a.m., local time.

The sale is conducted pursuant to the terms of the Bank Mortgages and the Property Act, R.S.N.B. 1973 C. P-19, as amended.

DATED at Saint John, N.B. this 7th day of December, 2016.

Stewart McKelvey
 c/o Alanna D. Waberski
 Suite 1000, Brunswick House, 44 Chipman Hill
 Saint John, NB E2L 2A9
 Telephone: 506.632.2792



UPSCALE BUILDING IN MILLEDGEVILLE AREA
LOOKING FOR A RESIDENT MANAGER

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Cleaning required it includes salary plus living.

Please submit resume to sjreception@killamproperties.com or fax: 696-6005



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 2 Bdrm \$669
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****Early Moving Incentive****
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 or
 Email: regencytowers@outlook.com

4 January 2017 Telegraph Journal

TENDER/GENERAL NOTICES

ROTHESAY PUBLIC NOTICE

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Any person wishing to speak may do so at the **PUBLIC HEARING** on **Monday, January 9, 2017, commencing at 7:00 p.m.** **PLEASE NOTE:** Individual comments will be limited to ten (10) minutes maximum.

Mary Jane E. Banks, BComm
 Town Clerk - Rothesay

Scottish Enterprises Ltd
 506-634-1613

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 Or by contacting us via e-mail at: scottish@nbnet.nb.ca

LEGAL NOTICES

COUNTY OF YORK
 PROVINCE OF NEW BRUNSWICK

NOTICE OF MORTGAGE SALE

TO: SLICK HOLDINGS INC.
 AND TO: RICKEY OTIS BREWER, GUARANTOR
 AND TO: ALL OTHERS TO WHOM IT MAY CONCERN

Notice Is Hereby Given that pursuant to Section 44 of the Property Act R.S.N.B. 1973 c. P-19, and amendments thereto, and under by virtue of the provisions contained in an Indenture of Mortgage, dated March 18, 2014, registered in the New Brunswick Land Titles Office on March 19, 2014 as Number 33629867, and also under and by virtue of the provisions contained in an Indenture of Mortgage dated March 13, 2015, registered in the New Brunswick Land Titles Office on March 30, 2015 as Number 34714270, both of said Mortgages as made between Slick Holdings Inc., as Mortgagor, and GenDust Company Limited and David Blair MacLaughlin, as Mortgagee, there will, for the purpose of obtaining payment of the monies secured by the said Indentures of Mortgage, default having been made in the payment thereof, be sold en bloc at public auction on January 12, 2017, at the hour of 10:00 a.m. in the forenoon, at the Justice Building, 427 Queen Street, Fredericton, New Brunswick, E3B 1B7, the lands and premises situate in the Parish of New Maryland, County of York, Province of New Brunswick, having the following civic addresses and PID Numbers:

Civic Address	PID Number
39 Distinctive Way, Charters Settlement, New Brunswick	75492090
16 Distinctive Way, Charters Settlement, New Brunswick	75492033
31 Distinctive Way, Charters Settlement, New Brunswick	75492082
40 Distinctive Way, Charters Settlement, New Brunswick	75492074
34 Distinctive Way, Charters Settlement, New Brunswick	75492066
28 Distinctive Way, Charters Settlement, New Brunswick	75492058
Impressive Way, Charters Settlement, New Brunswick	75265827
MacIntosh Drive, Charters Settlement, New Brunswick	75411488

together with all of the buildings and improvements thereon and the right to privileges and appurtenances thereto. AND FURTHER TAKE NOTICE that if a sufficient offer of purchase is not received for the said lands and premises at such public auction the same may be withdrawn from such sale and disposed of by private contract without further notice being given. Persons interested in attending the said auction are advised that the successful bidder will be required, immediately upon completion of the auction, to deposit 10% of the bid price by way of certified cheque or bank draft, payable to Cox & Palmer "In Trust", pending the closing of sale.

• Doctor on site weekly.
 • Premises include a vegetable garden and walking trail (1/4 mile).
 • All units equipped with fire alarms, heat detectors, stoves and refrigerators.
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 • Activities nightly (cards, bingo, music/dancing)
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LEGAL NOTICES



ROTHESAY

INTEROFFICE MEMORANDUM

TO : Mayor Grant & Council
FROM : John Jarvie
DATE : 6 January 2017
RE : 7 Hillcrest Development - Procedures

Recommendation:

It is recommended that Council:

- a) determine if it is satisfied that the site is suitable for higher density development and if so give first reading to the rezoning bylaw; and
- b) require the developer to provide a landscaping plan, storm drainage plan, grading plan and building elevations prior to consideration of 2nd reading of the bylaw and adoption of the development agreement.

Background:

Council has considered three possible options for the development of the property at 7 Hillcrest Avenue. Each option has consisted of a number of units and building form which requires a rezoning of the parcel to Multi-unit Residential (R-4). With respect to options #1 and #2 Council has conducted public hearings and a public hearing is scheduled on January 9 to consider option #3. In each case the Planning Advisory Committee has also recommended approval. (The Committee has not chosen one option over another at this point.) There has been considerable public discourse on this matter and numerous comments received in writing. In the final analysis Council must determine for itself the public opinion on the matter. However Council's task is not to simply weigh public opinion and decide what is most popular. Council ultimately must decide what is in the long-term best interests of Rothesay.

If Council agrees that this site is best used for multi-family residential purposes, then the motion to rezone the property R-4 should be supported. Whichever development concept is ultimately approved, all 3 options (and any additional ones which may evolve) will require the rezoning of the property.

The specific configuration of the buildings on the site is approved through an agreement between the developer and the Town. While it is legally possible for Council to approve the rezoning without a development agreement, this is not advisable as it will not allow any detailed control over the specifics of the development. I.e. the power to require a development agreement arises from the rezoning of the parcel.

In deciding which configuration of development should take place on the property in the best interests of the town as a whole, Council Members need to be sure they understand the proposal. The details which Council considers important should be included in the agreement with the developer to ensure that expectations are met. It is not necessary to approve the agreement at first reading; however Council should approve the agreement with the developer before 3rd reading is given to the rezoning bylaw.

The role of staff in the process of development approval is multifaceted. Staff members need to ensure that proper procedures are followed consistent with Town bylaws and provincial legislation. Staff also provide advice on the implications of the project in the interests of the town as a whole and not only those of some neighbours. Staff's advice is directed to identifying project feasibility related to municipal operations and infrastructure associated with the proposal, ensuring bylaw conditions are met and applying their professional planning expertise to give the best assistance possible to Council.

Analysis

Although staff have advised Council that it considers option B to be superior to option C as it is understood, Council has determined a public hearing should be held to hear public views on the latter. While the developer has provided a conceptual site plan for option C, the level of detail available is much less than that prepared for the other concepts. Nevertheless the detailed information is required to properly for your information and comment achieve a particular result. Although there may be the best of intentions, much can be lost in the communication and the end result much different from that imagined by Council in approving the project.

In this case it would be imprudent of Council to approve the November 28 proposal (option C) without the benefit of a landscaping plan which would show, amongst other things, any trees which are to be saved, as well as landscaping on the perimeter of the property and how the storm detention will be implemented. Council should also be provided with the elevations of the buildings with changes to reflect construction on a significant slope (approximately 20 feet or 2 storeys in height across the length of one of the condominium apartment buildings based on the information on the one drawing provided). This is significant as it could result in variances to the bylaw being required to build the building as shown and could affect the abutting properties much more significantly than those across Hampton Road. It could also necessitate substantial retaining walls being required. It is also not clear from the drawings that acceptable fire code requirements can be met. In short there is a significant lack of information regarding option C which should be satisfied before Council determines which option it favours. Since this information has not been provided by the developer, staff are unable to properly analyze this option for the project.



2017 January 9 Hearing 7 Hillcrest Drive FINAL_010

ROTHERESAY

MEMORANDUM



TO : Mayor and Council
FROM : Town Clerk Mary Jane Banks
DATE : 4 January 2017
RE : Planning Advisory Committee recommendation
7 Hillcrest Drive

Please be advised the Planning Advisory Committee passed the following motions at its regular meeting on Tuesday, January 3, 2017:

MOVED by H. Brock and seconded by Counc. Lewis the Planning Advisory Committee recommend Council enact By-Law 2-10-27 as amended to rezone lands located at 7 Hillcrest Drive (PIDs 00257139 & 30048847) from Single-Family Residential Large Serviced R1A zone to Multi-Unit Residential (R4) subject to a development agreement.

CARRIED.

MOVED by H. Brock and seconded by Counc. Lewis the Planning Advisory Committee recommend Council enter into a Development Agreement with A.E. McKay Builders Ltd. proposed Option C layout to develop a residential condominium complex at 7 Hillcrest Drive (PIDs 00257139 & 30048847).

ON THE QUESTION:

E. Gillis suggested to ensure Council is provided with all relevant information regarding Option C, the Planning Advisory Committee's recommendation be subject to the developer's provision of detailed elevations at the January 9th, 2017 public hearing.

Amending motion:

MOVED by H. Brock and seconded by Counc. Lewis the following be inserted following "7 Hillcrest Drive (PIDs 00257139 & 30048847)":

"with detailed building elevations to be provided at the January 9th, 2017 public hearing."

Amending motion CARRIED.
MAIN motion, as amended CARRIED.



~~2017 January 9 Hearing 7 Hillcrest Drive FIN 014~~
**Rothesay Planning Advisory
Committee**
January 3rd, 2017

To: Chair and Members of Rothesay Planning Advisory Committee

From: Brian L. White, MCIP, RPP
Director of Planning & Development Services

Date: Friday, December 23, 2016

Subject: Rezoning Application - 7 Hillcrest Drive (R1A to R4)

Applicant:	Andrew McKay	Property Owner:	David E. Long, & Sharon A. Long
Mailing Address:	A.E. McKay Builders Ltd. 380 Model Farm RD Quispamsis, NB E2G 1L8	Mailing Address:	7 Hillcrest Drive Rothesay, NB E2E 5P6
Property Location:	7 Hillcrest Drive	PID:	00257139 & 30048847
Plan Designation:	Low Density	Zone:	Single Family Residential – Standard (R1B)
Application For:	Rezoning R1A to R4 Subject to a Development Agreement		
Input from Other Sources:	NA		

Origin:

As directed by Council, Staff met with the applicant to discuss revisions to the site plan, Attachment A represents their most recent submission which was presented to Council on December 12, 2016. This revision (see Attachment C - Option C) represents the third revision of the proposal and reduces the total number of residential units from 60 units down to 58 units and moves the larger condo buildings away from Hampton Road to the edge of 9 Hillcrest Drive and 3 Silverton Crescent.

At the December 12, 2016 meeting Council did consider the recommendations from Staff regarding the Option C proposal and on the question to give First Reading Council debated the motion and passed a motion as follows:

MOVED

by Deputy Mayor Alexander and seconded by Counc. Lewis Council table 1st Reading of By-law 2-10-27 for the rezoning of 7 Hillcrest Drive, subject to a recommendation from the Planning Advisory Committee with respect to the “December” revision (Option C) and further that a public hearing be scheduled for January 9, 2017 at 7:00 p.m. at Town Hall.

CARRIED

Background – File History:

On June 15, 2016 A.E. McKay Builders Ltd. did submit an application to develop the land at 7 Hillcrest Drive (PIDs 00257139 & 30048847) as a multi-unit mixed density residential community.

June Proposal – Option A

As noted above the McKay Builders’ original Option A proposal (Figure 1) was received by Staff in June 2016. This proposal would have accommodated a 65 unit residential condominium complex comprised of two 24-unit condo buildings with underground parking, four 3-unit condo buildings, two 2-unit condo buildings and one 1-unit condo building.

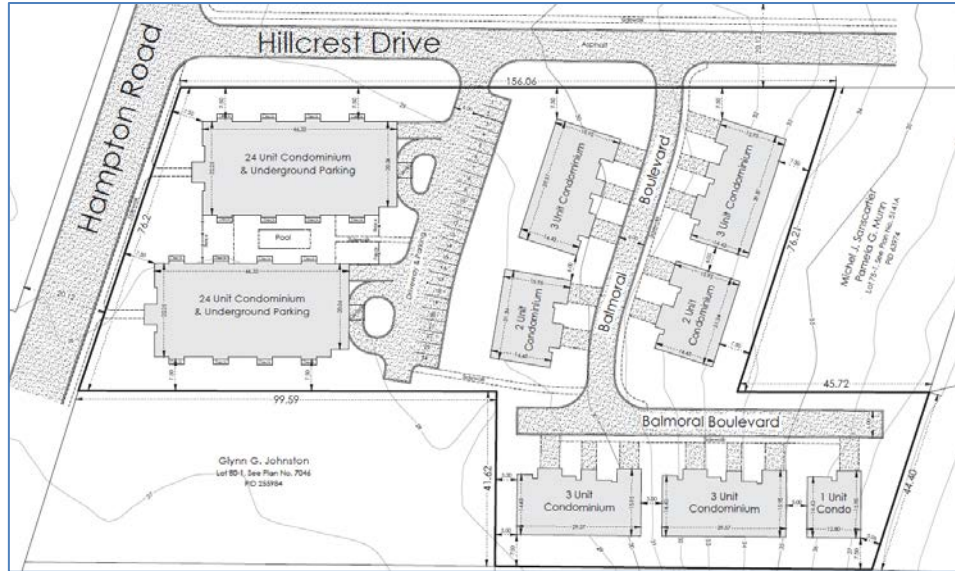


Figure 1 - June 2016 Proposal (Option A)

On Wednesday, September 14th, 2016 Rothesay Council held a public hearing to consider the application to rezone the subject property. Approximately 130 members of the public attended the hearing with residents speaking both against the proposal and residents speaking in favour of the proposal.

September Revision – Option B

In response to the views and opinions expressed by the public during the September 14th, 2016 hearing the applicant did revise the proposal (see Attachment D Option B). McKay Builders’ revised proposal saw the overall density¹ drop by 5 garden homes for a total of 60 residential units consisting of two 24-unit three story condo buildings and two 3-unit triplex buildings and three two-unit duplex buildings for total of 12 garden homes.

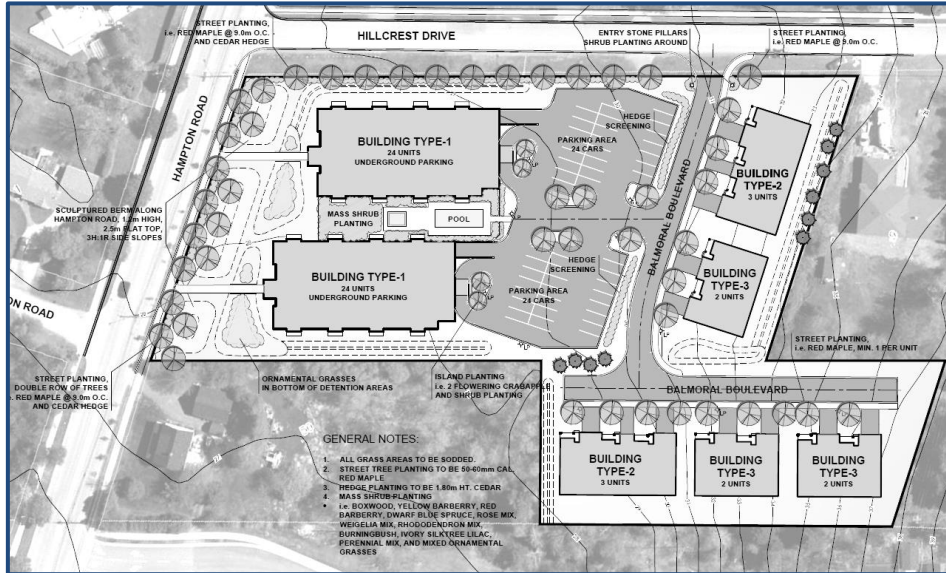


Figure 2 – September Revised Proposal (Option B)

In response to the revised proposal (Option B) Council referred the application back to the Planning Advisory Committee requesting confirmation of PAC’s previous recommendation and to ensure that all interested parties are heard. On November 7, 2016 the Rothesay PAC did pass a motion as follows:

MOVED by C. Pinhey and seconded by C. Boyne the Planning Advisory Committee recommend Council:

- A. Enact By-law 2-10-27 to rezone lands located at 7 Hillcrest Drive (PIDs 00257139 & 30048847) from Single Family Residential Large Serviced R1A zone to Multi-Unit Residential (R4) subject to a development agreement.

NAY votes recorded from: L. Gale and E. Gillis.

CARRIED.

MOVED by C. Pinhey and seconded by C. Boyne the Planning Advisory Committee recommend Council:

- B. Enter into a Development Agreement with A.E. McKay Builders Ltd. to develop a 60 unit residential condominium complex at 7 Hillcrest Drive (PIDs 00257139 & 30048847).

NAY votes recorded from: L. Gale and E. Gillis.

CARRIED.

Council also held a second public hearing on November 8, 2016 to consider the Option B proposal. Subsequently Rothesay Council did, at their regular November 14, 2016 meeting, consider the recommendations from Staff and PAC. On the question regarding whether or not to give First Reading Council debated the motion and passed the following Tabling motion as follows:

MOVED by Council. Mackay French and seconded by Council. Brennan Council table this matter and ask staff to work with the developer to submit a scaled back alternative proposal that provides a thoughtful and gradual transition from the surrounding single family homes.

YAY votes recorded from: Deputy Mayor Alexander, Councils. Brennan, Mackay French, and Wells.

NAY votes recorded from: Councils. Lewis, McGuire, and Shea.

CARRIED.

¹ Residential density - the number of residential dwelling units in any given area of land, sometimes expressed as residential units per acre.

December Revision – Option C

As previously noted Council did request on November 14, 2016 that the applicant make changes to their proposal, specifically to submit “a scaled back alternative proposal that provides a thoughtful and gradual transition from the surrounding single family homes.”

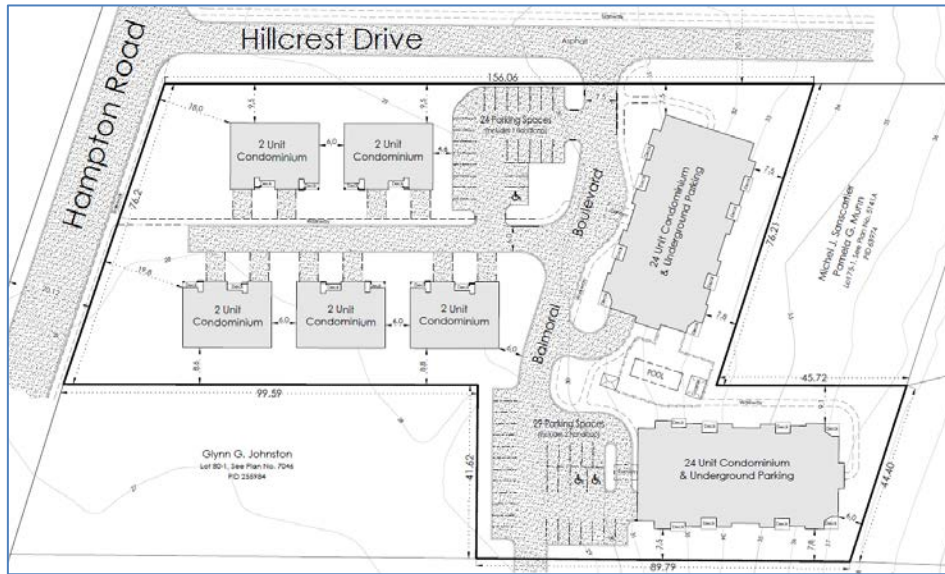


Figure 3 - December Revised Proposal (Option C)

The revised proposal (see Attachment C - Option C) has been scaled back by removing two town homes so that the project has a total of 58 residential units, comprised of the two 24 unit apartment style condo buildings and 5 two unit duplex garden homes on the 3.85 acre property.

Analysis

The applicant believes that the current revised proposal (58 units) is still a marketable and financially viable project. McKay Builders also believe this Option addresses Council’s wish for a “scaled back alternative proposal that provides a thoughtful and gradual transition from the surrounding single family homes.” The applicant has applied two methods of addressing Council’s request:

1. the first method was to reduce the total number of units from 60 to 58 units; and
2. the second method was to re-configure the site plan such that the two 24 unit condo buildings are located at the furthest point from Hampton Road.

Accordingly Staff have reviewed these two changes as follows:

Density – Total Number of Residential Units

The proposed number of residential units for the project was never proposed to the maximum the theoretical R4 zone density of 77 residential units. The current proposal at 58 units is 25% below the maximum 77 unit number for the R4 zone. Moreover, Staff have attached a diagram (Attachment B) that demonstrates the total number of residential units per acre among other existing multi-unit residential projects in Rothesay.

Proposal Revision	Proposed No. of Units	R4 Max. No. of units	Percentage of R4 Max. Units
Option A	65 units	77 units	84%
Option B	60 units	77 units	78%
Option C	58 units	77 units	75%

The proposed revised project at 58 units can also be described as 15 units per acre which when compared to other similar residential projects represents the middle in the range of other existing multi-unit residential projects in Rothesay. (see Attachment B) Regardless of the location of the buildings on the property Council could choose to set the maximum project total at 58 residential units being 25% lower than the maximum R4 density. Staff are also aware that while the

total number of units would not be unusual in Rothesay that the real issue is more related to perceptions that generically projects like this do not typically have compatible landscaping, aesthetics, building type, etc. to more established parts of Rothesay. Staff believe that often, when residents say an area is too dense, they base this assessment on a perception that a development is ugly, has little vegetation or would cause parking problems in the neighbour. Consequently, project architecture, building layout and landscaping can make an enormous difference to community acceptance.

Design – Architectural Style & Building Layout

The purpose of Staff’s assessment is not simply to describe the features present in each development proposal but to provide an assessment relative to best urban design practices. In that regard we have attempted to analyse these proposals using specific criteria as follows:

1. Site context and layout
2. Building form and appearance
3. Public Streetscape
4. Internal site circulation and configurations.

These were further broken into their essential components from which the quality of the development proposals could then be rated. In general, each proposal follows one the five broad quality ranges as outlined below:

Rating	Assessment of Design Options
Excellent	1. Most representative of urban design best practice. A residential development that provides a good balance between public, neighbouring and residents’ amenity considerations, whilst being responsive to the site and contributing to the wider public interest.
Very Good	2. A well-considered development that successfully addresses urban design principles and provides a balanced response to public, neighbouring and residents’ amenity
Good	3. A development that satisfactorily addresses basic urban design principles but has an imbalanced response to public, neighbouring and residents’ amenity. A score of three was deemed to represent a development that reaches a base level of achievement within that criterion
Fair	4. A predominantly functional development with some simplistic design features that inadequately address urban design principles or considerations of public, neighbouring or residents’ amenity
Poor	5. A basic functional development with little consideration of urban design principles or public, neighbouring or residents’ amenity

In Staff’s professional opinion the total number of residential units proposed on the property is not the primary concern as much as the physical character of the project (e.g. site context and layout, building form and appearance, public streetscape, and the internal site circulation and configurations) As Rothesay grows and we are faced with more projects like this we should consider that architectural style, the layout of buildings and landscaping of the property plays a profound role in the success of our community. Any discussion of new multi-unit residential projects should be guided by a clear vision from the applicant of what the new development will look like and how it will function. Staff believe that fundamentally McKay Builders has given Rothesay a clear vision of what the project will look like in terms of architecture, layout, circulation and landscaping.

In terms of building location on the property Staff have previously noted that locating the 24 unit condo buildings to the rear or furthest location from Hampton Road is not the best design approach. Locating the buildings to the far side of the property will likely appease some residents however Staff believe this configuration is not beneficial to properties located at 9 Hillcrest Drive and 3 Silverton Crescent. Both 9 Hillcrest Drive and 3 Silverton Crescent properties would be directly next to both of the proposed larger condo buildings at distances of not more than 50 feet of separation. Staff are concerned that the closer proximity of these single family homes to the condos would be out of scale and

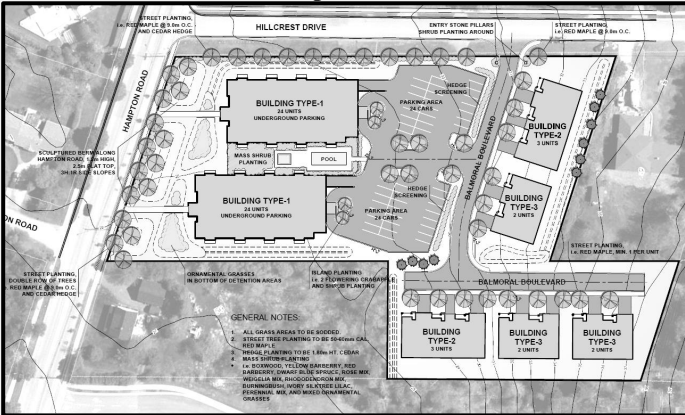
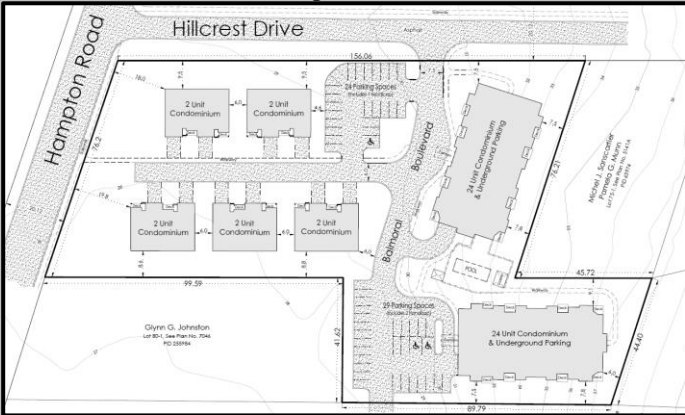


Figure 4 - Proximity of Condo Buildings to 9 Hillcrest Drive

not represent a “thoughtful and gradual transition from the surrounding single family homes” as specified by Council. Staff are also concerned that by placing the larger buildings on the highest elevations of the property would create a sense of much larger buildings. The location also impacts the streetscape on Hampton Road as the garden homes would not face the street. Staff also believe that the revised plan is not as pedestrian friendly as the previous revision, without the direct pedestrian connection of the buildings to Hampton Road and therefore reducing to overall appeal of the project.

Conversely Staff are strongly convinced that the applicant’s previous submission Option B from September with the larger buildings located in the middle of the property does represent a better design more in keeping with Council’s desire for “thoughtful and gradual transition from the surrounding single family homes.” The September proposal is a design that gives thoughtful recognition of Hampton Road as Rothesay’s main street by having front door entrances directly to the street and by proposing exceptional landscaping.

Using the previously described five broad quality ranges to assess both Option B and Option C and for the reasons described above Staff assigned a quality range to each of the Options as follows:

Development Options	Assessment of Proposed Option
<p style="text-align: center;">Option B</p>  <p>The site plan for Option B shows a complex layout with multiple building types (Type-1, Type-2, Type-3), parking areas, and landscaping. It includes labels for Hampton Road, Hillcrest Drive, and Balmoral Boulevard. A general notes section is also present.</p>	<p>Most representative of urban design best practice. A residential development that provides a good balance between public, neighbouring and residents’ amenity considerations, whilst being responsive to the site and contributing to the wider public interest.</p>
<p style="text-align: center;">Option C</p>  <p>The site plan for Option C shows a simpler layout with fewer buildings, primarily 2-unit condominiums, and less landscaping. It includes labels for Hampton Road, Hillcrest Drive, and Balmoral Boulevard.</p>	<p>A basic functional development with little consideration of urban design principles or public, neighbouring or residents’ amenity</p>

In the professional opinion of Staff, Option B is a resolutely better design layout. Nevertheless, Staff acknowledge that throughout this process some residents have expressed a desire to protect the distinctive characteristics they believe make their neighbourhood unique and desirable. The notion that the buildings can be pushed back away from Hampton Road and therefore protect the character of the neighbourhood will have the opposite result with the outcome being an aesthetically less attractive and less functional project. The architectural style, the layout of buildings and landscaping of the proposed development make this a project that will benefit our entire community and become a sought after address in Rothesay.

Conclusion

There are ample town planning best practices that provide support for this project. Furthermore, Staff have previously indicated, that the municipal plan policy does support this rezoning. It appears that the fundamental or primary concern of the project relates to a specific design preference. Staff believe that PAC should support the rezoning application and advise Council that Option B (see Attachment D) is the preferred design for the development agreement.

Recommendation:

Staff recommend that PAC consider the following Motions:

- A. The Rothesay Planning Advisory Committee hereby recommends that Rothesay Council Enact By-law 2-10-27 to rezone lands located at 7 Hillcrest Drive (PIDs 00257139 & 30048847) from Single Family Residential Large Serviced R1A zone to Multi-Unit Residential (R4) subject to a development agreement; and
- B. The Rothesay Planning Advisory Committee hereby recommends that Rothesay Council enter into a Development Agreement with A.E. McKay Builders’ Ltd. proposed Option B layout to develop a residential condominium complex at 7 Hillcrest Drive (PIDs 00257139 & 30048847); and
- C. The Rothesay Planning Advisory Committee hereby recommends that Rothesay Council reduce the total number of residential units on Option B to 58 units by replacing the two proposed triplex units with duplexes at 7 Hillcrest Drive (PIDs 00257139 & 30048847); or

Attachments:

- Attachment A Draft By-law 2-10-27
- Attachment B Diagram - Rothesay Density Units Per Acre
- Attachment C Option C – Site Plan
- Attachment D Option B – Site Plan
- Attachment E Draft Development Agreement (OPTION C)
- Attachment F Draft Development Agreement (OPTION B)



Report Prepared by: Brian L. White, MCIP, RPP
Date: Friday, December 23, 2016



**BY-LAW 2-10-27
A BY-LAW TO AMEND THE ZONING BY-LAW
(No.2-10 Rothesay)**

The Council of the town of Rothesay, under authority vested in it by Sections 34 and 74 of the Community Planning Act, R.S.N.B. (1973) Chapter C-12, and amendments thereto, hereby amends By-Law 2-10 “Rothesay Zoning By-law” and enacts as follows:

That Schedule A, entitled “Zoning” as attached to By-Law 2-10 “ROTHESAY ZONING BY-LAW” is hereby amended, as identified on the attached sketch, identified as Attachment “2-10-27”.

The purpose of the amendment is to rezone lands located at 7 Hillcrest Drive (PIDs 00257139 & 30048847) from Single Family Residential – Large Serviced R1A to Multi-Unit Residential (R4) to allow for the development of **58 residential condominium units** subject to the execution of a Development Agreement in accordance with Section 39 and Section 101 of the Community Planning Act, supra.

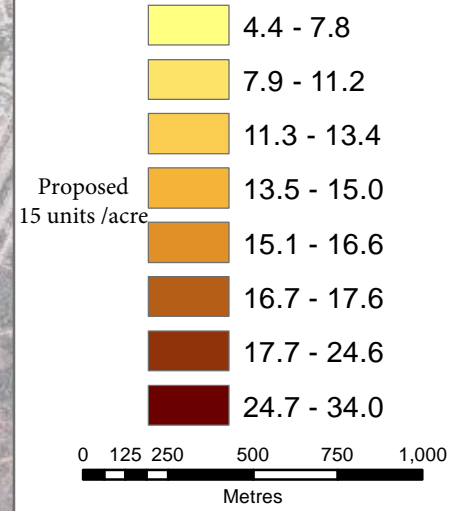
FIRST READING BY TITLE :
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READ IN ENTIRETY :
THIRD READING BY TITLE
AND ENACTED :

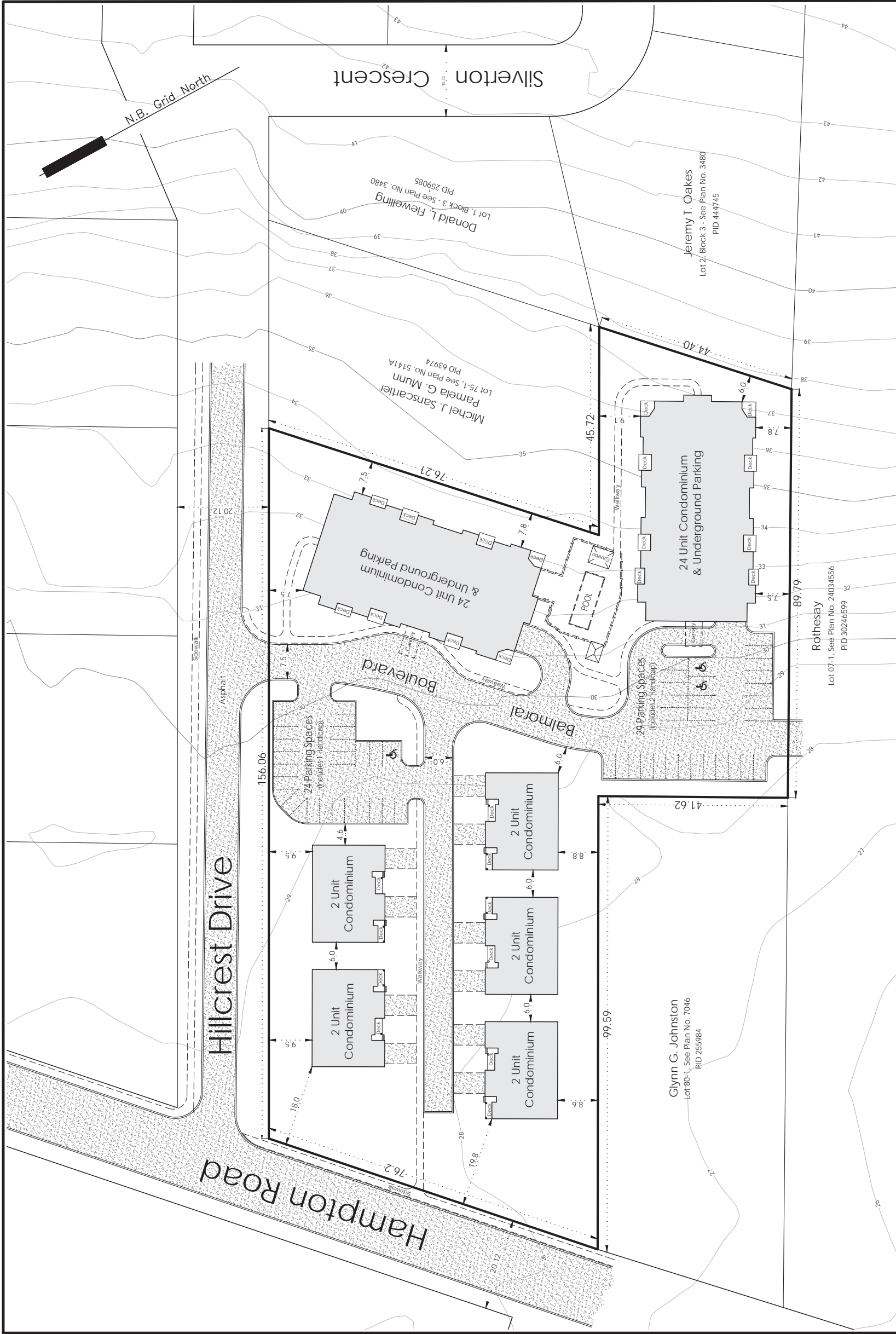
MAYOR

CLERK



Density Units per Acre

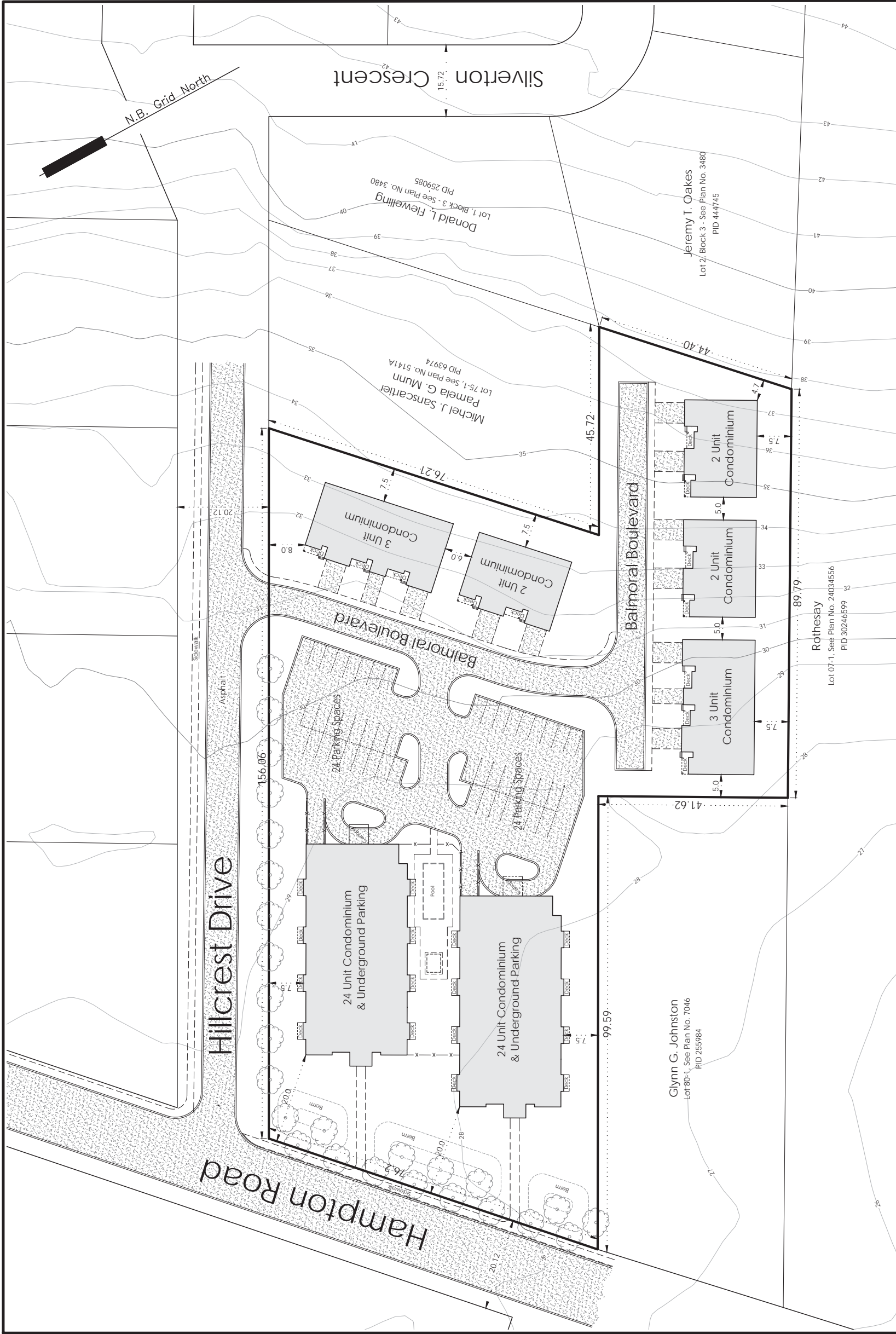




Central Park Condominium
 Site Plan
 7 Hillcrest Drive
 Town of Rothesay
 Kings County, N.B.
 Scale = 1:500
 Job No. 15-0050
 Dated: November 28, 2016
 Dwg. No. T-0608-D

KIERSTAD QUIGLEY and ROBERTS Ltd.
 Saint John, New Brunswick

NOTE: This plan is for conceptual purposes only. Final dimensions, areas and location of property lines may vary slightly following field survey and/or calculations.
 Contours refer to the Geodetic Datum and were derived from Municipal DTM data.



Central Park Condominium
 Site Plan
 7 Hillcrest Drive
 Town of Rothesay
 Kings County, N.B.

Scale = 1:500
 Job No. 15-0050
 Dated: September 20, 2016

Dwg. No. T-0608-C

KIERSTEAD QUIGLEY and ROBERTS Ltd.
 Saint John, New Brunswick

NOTE: This plan is for conceptual purposes only. Final dimensions, areas and location of property lines may vary slightly following field survey and lot calculations.

Contours refer to the Geodetic Datum and were derived from Municipal DTM data.

Attachment D - Option B

Rothesay

DEVELOPMENT AGREEMENT

Land Titles Act, S.N.B. 1981, c.L-1.1, s.24

Parcel Identifiers of Parcels Burdened by Agreement: 00257139 and 30048847
(Lots To Be Consolidated & Converted to Land Titles)

Owner of Land Parcels: **A.E. McKay Builders Ltd.**
380 Model Farm Road
Quispamsis, N.B.
E2G 1L8 (Hereinafter called the "Developer")

Agreement with: **Rothesay**
70 Hampton Road
Rothesay, N.B.
E2E 5L5 (Hereinafter called the "Town")

a body corporate under and by virtue of the Municipalities Act, RSNB 1973, Chapter M-22, located in the County of Kings and Province of New Brunswick

WHEREAS the Developer is the registered owner of certain lands located at 7 Hillcrest Drive (PIDs 00257139 and 30048847) and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer is now desirous of entering into an development agreement to allow for the development of two 24-unit condo buildings with underground parking and five 2-unit garden home buildings on the Lands as described in Schedule A.

NOW THEREFORE THIS AGREEMENT WITNESSETH that for and in the consideration of the mutual covenants and agreements herein expressed and contained, the parties hereto covenant and agree as follows:

1. The Developer agrees that the number of residential units situated on the Lands indicated on Schedule A shall not exceed fifty eight (58) residential condominium units.

Schedules

2. The Developer agrees to develop the Lands in a manner, which, in the opinion of the Development Officer, is generally in conformance with the following Schedules attached to this Agreement:
 - a. Schedule A Legal Description of Parcels
 - b. Schedule B Proposed Site Plan and Location of Buildings
 - c. Schedule C Building Elevations
 - d. Schedule D Landscape Plan (Pending Revision)
 - e. Schedule E Storm Water Management Plan (Pending Revision)

Site Development

3. The Developer agrees, that except as otherwise provided for herein the use of the Lands shall comply with the requirements of the Rothesay Zoning By-law and Subdivision By-law, as may be amended from time to time.
4. The Developer agrees to develop the Lands in a manner, which, in the opinion of the Development Officer, is generally in conformance with Schedule B.
5. The Town and Developer agree that the Development Officer may, at

their discretion, consider a reduction in the total number of Residential units and the resulting applicable and necessary changes to Schedule B through Schedule E as non-substantive and generally in conformance with this Agreement.

6. The Developer agrees to not commence clearing of trees, removal of topsoil or excavation activities in association with the construction of the development until the Town has provided final approval of the development permit as issued by the Development Officer.
7. The Developer agrees that driveways for each developed garden home shall conform as follows:
 - a) All areas used for vehicular traffic or the parking or storage of a vehicle shall be paved with asphalt, concrete, interlocking stone or other environmentally safe and dust-free equivalent surface.
 - b) Every developed garden home shall have one (1) permanent driveway lighting fixture that shall as follows:
 - i. provide illumination of the primary driveway entrance to the private street right of way;
 - ii. be supplied from the property's electrical system;
 - iii. automatically switch on there is insufficient daylight;
 - iv. be located not closer than 1.5 meters to the paved driveway edge and not closer than 2 meters to the private street right of way boundary; and
 - v. be installed by the Developer and maintained by the successive home owner(s) their successors and assigns, in a manner to ensure continuous operation during night time hours.
8. The Town reserves the right to assign private street names, notwithstanding that the names may not correspond with those shown on Schedule B.
9. The Developer agrees that it will not commence construction of any dwelling and no building permit will be issued by the Town for any such dwelling until such time as the street, which provides the normal access, to each dwelling, has been constructed to Town standards as specified by the Town and is ready for hard surfacing at least beyond the point which shall be used as the normal entrance of the driveway to service such dwelling.
10. The Developer agrees to restore, in so doing assuming all costs, any and all disturbed areas of the private street and private street right of way to the satisfaction of the Town Engineer following installation of the required municipal services.

Architectural Guidelines

11. The Developer agrees that an objective of this development is to provide a high quality and visually attractive development which exhibits an architectural design that reinforces the character complement existing housing and to be generally consistent with the existing styles of Rothesay. The Developer agrees to ensure the following:
 - a. The architectural design of the buildings shall be, in the opinion of the Development Officer, generally in conformance with Schedule C.
 - b. The building plans shall have similar features, such as roof lines, facade articulation (projections/recesses), fenestration, primary exterior wall colour or materials or roof colour, etc.
 - c. The building facades shall include design elements, finishing materials and variations that will reduce any perceived mass and linearity of large buildings and add architectural interest

- d. The building design should reflect the use of appropriate high quality materials and architectural expressions to reduce the impact of height, bulk and density on adjacent lower density development and contributes to the visual enhancement of the area.
- e. All ventilation and related mechanical equipment, including roof mechanical units, shall be concealed by screening in a manner compatible with the architectural character of the building, or concealed by incorporating it within the building framework.

Storm Water

12. The Developer shall carry out, subject to inspection and approval by Town representatives, and pay for the entire actual costs of the installation of a storm water system as per Schedule E of this agreement. The Developer agrees to accept responsibility for all costs associated with the following:
 - a. Construction, to Town standards, of a storm water system including pipes, fittings, precast sections for manholes and catch basins capable of removing surface water, to a predetermined location selected by the Developer's Engineer and approved by the Town Engineer, from the entire developed portion of the lands as well as top soil and hydro-seeding of shoulders of roadways.
13. The Developer agrees to submit for approval by the Town, prior to commencing any work on the storm water system such plans, as required by the Town, that shall conform with the design schematics and construction standards of the Town, unless otherwise acceptable to the Town Engineer.
14. The Developer agrees that all roof leaders, down spouts, and other storm water drains from all proposed dwelling shall not be directed or otherwise connected or discharged to the Town's storm water or sanitary collection system.
15. The Developer agrees that the storm water drainage from all dwellings shall not be discharged:
 - a. directly onto the ground surface within one meter of a proposed dwelling;
 - b. within 1.5 m of an adjacent property boundary;
 - c. to a location where discharged water has the potential to adversely impact the stability of a side yard or rear yard slope or a portion of the property where there exists a risk of instability or slope failure; or
 - d. to a location or in such a manner that the discharge water causes or has the potential to cause nuisance, hazard or damage to adjacent dwellings or structures.
16. The Developer agrees to provide to the Town Engineer written certification of a Professional Engineer, licensed to practice in New Brunswick that the storm water system has been satisfactorily completed and constructed in accordance with the Town specifications.

Water Main Replacement

17. The Town and Developer agree that the existing water main in Hampton Road will be replaced with a new 8 inch (200mm) for a length of not more than 225 meters from a point of connection at the intersection of Highland Avenue and Hampton Road to a shared boundary point between 50 and 48 Hampton Road.
18. The Town and Developer agree that the design and construction of the water main shall be the responsibility of the Town subject to review by a consulting engineering firm retained by the Developer.
19. The Town and Developer agree that the cost to replace the water main

shall be the responsibility of the Developer.

20. The Town and Developer agree that prior to the awarding of a construction tender the Developer shall supply the Town with a security deposit in the amount of 100 percent of the recommended tender price to complete the required water main replacement. The security deposit shall comply with the following conditions:
 - a. security in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank dispensed to and in favour of Rothesay.
21. The Town and Developer agree that the cost of the water main replacement includes design and all construction associated with the new water main including asphalt restoration, all pipe including associated valves, backflow preventers, couplings, joint restraint, fittings and in the condition necessary for its intended use, and labour and overhead costs directly attributable to the construction of a new 8 inch (200mm) water main.

Water Supply

22. The Developer agrees to connect to the Town's nearest and existing water system at a point to be determined by the Town Engineer and utilizing methods of connection approved by the Town Engineer.
23. The Town agrees to supply potable water for the purposes and for those purposes only for a maximum of sixty (58) residential dwellings and for minor and accessory purposes incidental thereto and for no other purposes whatsoever.
24. The Developer agrees to pay the Town a connection fee for each residential unit to the Town water system calculated in the manner set out by By-law as amended from time to time, to be paid to the Town on issuance of each building permit.
25. The Developer agrees that the Town does not guarantee and nothing in this Agreement shall be deemed to be a guarantee of an uninterrupted supply or of a sufficient or uniform water pressure or a defined quality of water. The Town shall not be liable to the Developer or to any person, firm or corporation for any damage or injury caused by the interruption of the supply of water, the lack of uniform pressure thereof or the quality of water.
26. The Developer agrees that all connections to the Town water mains shall be approved and inspected by the Town Engineer or such other person as is designated by the Town prior to backfilling and that the operation of water system valves is the sole responsibility of the Town.
27. The Developer agrees to comply with the Town's Water By-law and furthermore that a separate water meter shall be installed, at their expense, for each residential connection made to the Town's water system.
28. The Developer agrees that the Town may terminate the Developer's connection to the Town water system in the event that the Town determines that the Developer is drawing water for an unauthorized purpose or for any other use that the Town deems in its absolute discretion.
29. The Developer agrees to provide, prior to the occupation of any buildings or portions thereof, written certification of a Professional Engineer, licensed to practice in New Brunswick that the connection of service laterals and the connection to the existing town water system has been satisfactorily completed and constructed in accordance with the Town

specifications.

Sanitary Sewer

30. The Developer agrees to connect to the existing and nearest sanitary sewer system at a point to be determined by the Town Engineer and utilizing methods of connection approved by the Town Engineer.
31. The Developer agrees to pay the Town a connection fee for each residential unit to the Town sewer system calculated in the manner set out by By-law as amended from time to time, to be paid to the Town on issuance of each building permit.
32. The Developer agrees to carry out subject to inspection and approval by Town representatives, and pay for the entire actual costs of the following:
 - a. Engineering design, supply, installation, inspection and construction of all service lateral(s) necessary to connect to the existing sanitary sewer system inclusive of all pipes, laterals, fittings, and precast concrete units.
33. The Developer agrees to submit for approval by the Town, prior to commencing any work to connect to the sanitary sewer system, any plans required by the Town, with each such plan meeting the requirements as described in the Town specifications for such development.
34. The Developer agrees that all connections to the Town sanitary sewer system shall be supervised by the Developer's engineer and inspected by the Town Engineer or such other person as is designated by the Town prior to backfilling and shall occur at the sole expense of the Developer.

Retaining Walls

35. The Developer agrees that dry-stacked segmental concrete (masonry block) gravity walls shall be the preferred method of retaining wall construction for the purpose of erosion control or slope stability on the Lands and furthermore that the use of metal wire basket cages filled with rock (gabions) is not an acceptable method of retaining wall construction.
36. The Developer agrees to obtain from the Town a Building Permit for any retaining wall, as required on the Lands, in excess of 1.2 meters in height and that such retaining walls will be designed by a Professional Engineer, licensed to practice in New Brunswick.

Indemnification

37. The Developer does hereby indemnify and save harmless the Town from all manner of claims or actions by third parties arising out of the work performed hereunder, and the Developer shall file with the Town prior to the commencement of any work hereunder a certificate of insurance naming the Town as co-insured evidencing a policy of comprehensive general liability coverage on "an occurrence basis" and containing a cross-liability clause which policy has a limit of not less than Two Million Dollars (\$2,000,000.⁰⁰). The aforesaid certificate must provide that the coverage shall stay in force and not be amended, canceled or allowed to lapse within thirty (30) days prior to notice in writing being given to the Town. The aforesaid insurance coverage must remain in full force and effect during the period available to the Developer pursuant to this agreement to complete the work set out as described in this Agreement.

Notice

38. Any notice or advice which is to be given under this Agreement shall be deemed to have been satisfactorily given to the Developer if delivered personally or by prepaid mail addressed to **A.E. MCKAY BUILDERS LTD.**, 380 MODEL FARM ROAD, QUISPAMIS, N.B., E2G 1L8 and to the Town if delivered personally or by prepaid mail addressed to **ROTHESAY**, 70 HAMPTON ROAD, ROTHESAY, NEW BRUNSWICK, E2E 5L5. In the event of notice by prepaid mail, the notice will be deemed to have been received four (4) days following its posting.

By-laws

39. The Developer agrees to be bound by and to act in accordance with the By-laws of the Town as amended from time to time and such other laws and regulations that apply or may apply in future to the site and to activities carried out thereon.

Termination

40. The Town reserves the right and the Developer agrees that the Town has the right to terminate this Agreement without compensation to the Developer if the specific proposal has not commenced on or before **#insert date** being a date 5 years (60 months) from the date of Council's decision to enter into this Agreement accordingly the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Rothesay Zoning By-law.
41. Notwithstanding Part 44, the Parties agree that development shall be deemed to have commenced if within a period of not less than three (3) months prior to **#insert date** the construction of the private street and municipal service infrastructure has begun and that such construction is deemed by the Development Officer in consultation with the Town Engineer as being continued through to completion as continuously and expeditiously as deemed reasonable.
42. The Developer agrees that should the Town terminate this Agreement the Town may call the Letter of Credit described herein and apply the proceeds to the cost of completing the work or portions thereof as outlined in the agreement. If there are amounts remaining after the completion of the work in accordance with this agreement, the remainder of the proceeds shall be returned to the Institution issuing the Letter of Credit. If the proceeds of the Letter of Credit are insufficient to compensate the Town for the costs of completing the work mentioned in this agreement, the Developer shall promptly on receipt of an invoice pay to the Town the full amount owing as required to complete the work.

Security & Occupancy

43. The Town and Developer agree that Final Occupancy of the proposed apartment building(s), as required in the Building By-law, shall not occur until all conditions above have been met to the satisfaction of the Development Officer.
44. Notwithstanding Schedule D and E of this Agreement, the Town agrees that the Occupancy Permit may be issued provided the Developer supplies a security deposit in the amount of 110 percent of the estimated cost to complete the required storm water management and landscaping. The security deposit shall comply with the following conditions:
- a. security in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank dispensed to and in favour of Rothesay;
 - b. the Developer agrees that if the landscaping or storm water works are not completed within a period not exceeding six (6) months from the date of issuance of the Occupancy Permit, the Town may use the security to complete the works as set out in Schedule D and E of this Agreement;
 - c. the Developer agrees to reimburse the Town for 100% of all costs exceeding the security necessary to complete the works as set out in Schedule D and E this Agreement; and
 - d. the Town agrees that the security or unused portion of the security shall be returned to the Developer upon certification that the work has been completed and acceptable to the Development Officer.

Failure to Comply

45. The Developer agrees that after 60 days written notice by the Town regarding the failure of the Developer to observe or perform any covenant or condition of this Agreement, then in each such case:
- (a) The Town shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defense based upon the allegation that damages would be an adequate remedy;
 - (b) The Town may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on the Lands and be shown on any tax certificate issued under the Assessment Act;
 - (c) The Town may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; and/or
 - (d) In addition to the above remedies, the Town reserves the right to pursue any other remediation under the *Community Planning Act* or Common Law in order to ensure compliance with this Agreement.

Entire Agreement

46. This Agreement contains the whole agreement between the parties hereto and supersedes any prior agreement as regards the lands outlined in the plan hereto annexed.

Severability

47. If any paragraph or part of this agreement is found to be beyond the powers of the Town Council to execute, such paragraph or part or item shall be deemed to be severable and all other paragraphs or parts of this agreement shall be deemed to be separate and independent therefrom and to be agreed as such.

Reasonableness

48. Both parties agree to act reasonably in connection with any matter, action, decision, comment or approval required or contemplated under this Agreement.

This Agreement shall be binding upon and endure to the benefit of the parties hereto and their respective heirs, administrators, successors and assigns.

IN WITNESS HEREOF the parties have duly executed these presents the day and year first above written.

Date: _____, 2017

Witness:

A.E. McKay Builders Ltd.

Andrew E. McKay, Director

Witness:

Rothsay:

Nancy Grant, Mayor

Clerk

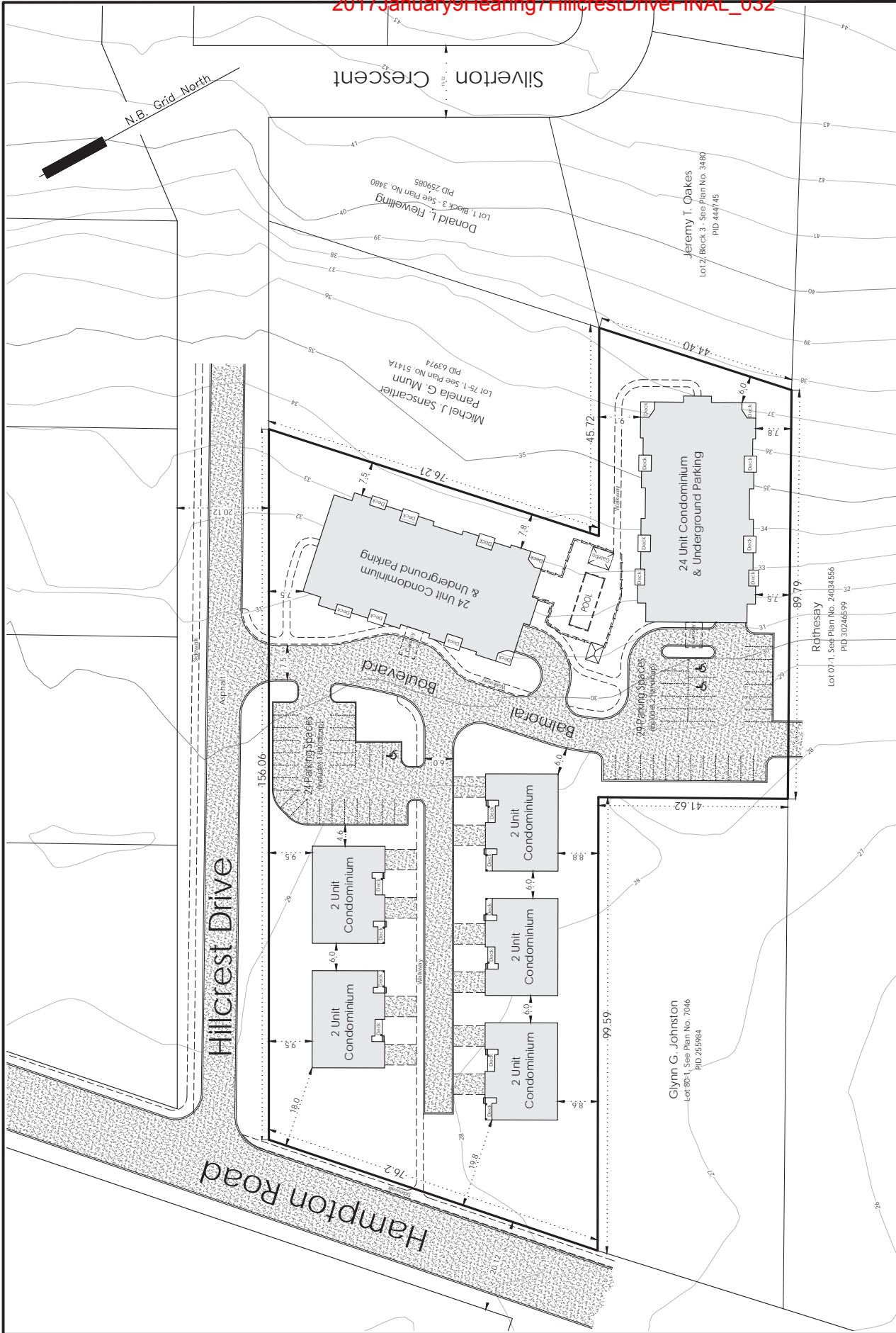
DRAFT

SCHEDULE A

(NOTE: LOTS TO BE CONSOLIDATED AND CONVERTED TO LAND TITLES)

PID:	00257139
PID:	30048847

DRAFT



Site Plan
Central Park Condominium
 7 Hillcrest Drive
 Town of Rothesay
 Kings County, N.B.

Scale = 1:500
 Job No. 15-0050
 Dated: November 28, 2016

Dwg. No. T-0608-D

NOTE: This plan is for conceptual purposes only. Final dimensions, areas and location of property lines may vary slightly following field survey and lot calculations.
 Contours refer to the Geodetic Datum and were derived from Municipal DTM data.

KIERSTEAD QUIGLEY and ROBERTS Ltd.
 Saint John, New Brunswick



• ELEVATION SIMILAR FOR OPPOSITE SIDE.



380 Model Farm Road, Quispansis E2G 1L8
Phone: 506-644-8104

CENTRAL PARK

CONDOMINIUM DEVELOPMENT - Rothesay, N.B.

Drawing Title:

BUILDING TYPE - 1
24 UNITS - UNDERGROUND PARKING
HILLCREST DRIVE ELEVATION

Date:

AUGUST 29, 2016

Scale:

N.T.S.





A.E. MCKAY Builders
380 Model Farm Road, Quispansis E2G 1L8
Phone: 506-644-8104

CENTRAL PARK
CONDOMINIUM DEVELOPMENT - Rothesay, N.B.

Drawing Title: **BUILDING TYPE - 1**
24 UNITS - UNDERGROUND PARKING
HAMPTON ROAD ELEVATION

Date: AUGUST 29, 2016 Scale: N.T.S.

A-2
OF 15



380 Model Farm Road, Quispansis E2G 1L8
Phone: 506-644-8104

CENTRAL PARK

CONDOMINIUM DEVELOPMENT - Rothesay, N.B.

Drawing Title:

BUILDING TYPE - 1
24 UNITS - UNDERGROUND PARKING
REAR ELEVATION

Date:

AUGUST 29, 2016

Scale:

N.T.S.





380 Model Farm Road, Quispansis E2G 1L8
Phone: 506-644-8104

CENTRAL PARK
CONDOMINIUM DEVELOPMENT - Rothesay, N.B.

Building Title: BUILDING TYPE - 3
DOUBLE UNIT
FRONT ELEVATION
Date: AUGUST 29, 2016 Scale: N.T.S.

A-8
OF 15



380 Model Farm Road, Quispansis E2G 1L8
Phone: 506-644-8104

CENTRAL PARK

CONDOMINIUM DEVELOPMENT - Rothesay, N.B.

Drawing Title:
**BUILDING TYPE - 3
DOUBLE UNIT
REAR ELEVATION**

Date: **AUGUST 29, 2016** Scale: **N.T.S.**

A-9
OF 15



380 Model Farm Road, Quispansis E2G 1L8
Phone: 506-644-8104

CENTRAL PARK

CONDOMINIUM DEVELOPMENT - Rothesay, N.B.

Drawing Title:
**BUILDING TYPE - 3
DOUBLE UNIT
RIGHT ELEVATION**

Date: **AUGUST 29, 2016** Scale: **N.T.S.**

A-10
OF 15



380 Model Farm Road, Quispansis E2G 1L8
Phone: 506-644-8104

CENTRAL PARK

CONDOMINIUM DEVELOPMENT - Rothesay, N.B.

Drawing Title:

**BUILDING TYPE - 3
DOUBLE UNIT
LEFT ELEVATION**

Date:

AUGUST 29, 2016

Scale:

N.T.S.



Place Holder for Schedule D Landscape Plan (Pending Revision)

Place Holder for Schedule E Storm Water Management Plan (Pending Revision)

DRAFT

Form 45

AFFIDAVIT OF CORPORATE EXECUTION

Land Titles Act, S.N.B. 1981, c.L-1.1, s.55

Deponent: Andrew McKay
A.E. McKay Builders Ltd.
380 Model Farm Road
Quispamsis, N.B. E2G 1L8

Office Held by Deponent: Director

Corporation: A.E. McKay Builders Ltd.

Place of Execution: Rothesay, Province of New Brunswick.

Date of Execution: _____, 2017

I, Andrew McKay, the deponent, make oath and say:

- 1. That I hold the office specified above in the corporation specified above, and am authorized to make this affidavit and have personal knowledge of the matters hereinafter deposed to;
2. That the attached instrument was executed by me as the officer(s) duly authorized to execute the instrument on behalf of the corporation;
3. the signature "Andrew McKay" subscribed to the within instrument is the signature of me and is in the proper handwriting of me, this deponent.
4. the Seal affixed to the foregoing indenture is the official seal of the said Corporation was so affixed by order of the Board of Directors of the Corporation to and for the uses and purposes therein expressed and contained;
5. That the instrument was executed at the place and on the date specified above;

DECLARED TO at Rothesay,
in the County of Kings,)
and Province of New Brunswick,)
This ___ day of _____, 2017)

BEFORE ME:)

Commissioner of Oaths)

Andrew McKay

Form 45

AFFIDAVIT OF CORPORATE EXECUTION

Land Titles Act, S.N.B. 1981, c.L-1.1, s.55

Deponent: MARY JANE E. BANKS

Rothesay
70 Hampton Road
Rothesay, N.B.
E2E 5L5

Office Held by Deponent: Clerk

Corporation: Rothesay

Other Officer Who Executed the Instrument: NANCY E. GRANT

Rothesay
70 Hampton Road
Rothesay, N.B.
E2E 5L5

Office Held by Other Officer Who Executed the Instrument: Mayor

Place of Execution: Rothesay, Province of New Brunswick.

Date of Execution: _____, 2017

I, MARY JANE E. BANKS, the deponent, make oath and say:

- 1. That I hold the office specified above in the corporation specified above, and am authorized to make this affidavit and have personal knowledge of the matters hereinafter deposed to;
6. That the attached instrument was executed by me and NANCY E. GRANT, the other officer specified above, as the officer(s) duly authorized to execute the instrument on behalf of the corporation;
7. The signature "NANCY E. GRANT" subscribed to the within instrument is the signature of Nancy E. Grant, who is the Mayor of the town of Rothesay, and the signature "Mary Jane E. Banks" subscribed to the within instrument as Clerk is the signature of me and is in the proper handwriting of me, this deponent, and was hereto subscribed pursuant to resolution of the Council of the said Town to and for the uses and purposes therein expressed and contained;
8. The Seal affixed to the foregoing indenture is the official seal of the said Town and was so affixed by order of the Council of the said Town, to and for the uses and purposes therein expressed and contained;
9. That the instrument was executed at the place and on the date specified above;

DECLARED TO at town of
Rothesay, in the County of Kings,)
and Province of New Brunswick,)
This ___ day of _____, 2017)

BEFORE ME:)
)
)
)
Commissioner of Oaths)

MARY JANE E. BANKS

Rothesay

DEVELOPMENT AGREEMENT

Land Titles Act, S.N.B. 1981, c.L-1.1, s.24

Parcel Identifiers of Parcels Burdened by Agreement: 00257139 and 30048847 (Lots To Be Consolidated & Converted to Land Titles)

Owner of Land Parcels: A.E. McKay Builders Ltd. 380 Model Farm Road Quispamsis, N.B. E2G 1L8 (Hereinafter called the "Developer")

Agreement with: Rothesay 70 Hampton Road Rothesay, N.B. E2E 5L5 (Hereinafter called the "Town")

a body corporate under and by virtue of the Municipalities Act, RSNB 1973, Chapter M-22, located in the County of Kings and Province of New Brunswick

WHEREAS the Developer is the registered owner of certain lands located at 7 Hillcrest Drive (PIDs 00257139 and 30048847) and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer is now desirous of entering into an development agreement to allow for the development of two 24-unit condo buildings with underground parking and five 2-unit garden home buildings on the Lands as described in Schedule A.

NOW THEREFORE THIS AGREEMENT WITNESSETH that for and in the consideration of the mutual covenants and agreements herein expressed and contained, the parties hereto covenant and agree as follows:

- 1. The Developer agrees that the number of residential units situated on the Lands indicated on Schedule A shall not exceed fifty eight (58) residential condominium units.

Schedules

- 2. The Developer agrees to develop the Lands in a manner, which, in the opinion of the Development Officer, is generally in conformance with the following Schedules attached to this Agreement:
 - a. Schedule A Legal Description of Parcels
 - b. Schedule B Proposed Site Plan and Location of Buildings
 - c. Schedule C Building Elevations
 - d. Schedule D Landscape Plan (Pending Revision)
 - e. Schedule E Storm Water Management Plan (Pending Revision)

Site Development

- 3. The Developer agrees, that except as otherwise provided for herein the use of the Lands shall comply with the requirements of the Rothesay Zoning By-law and Subdivision By-law, as may be amended from time to time.
- 4. The Developer agrees to develop the Lands in a manner, which, in the opinion of the Development Officer, is generally in conformance with Schedule B.
- 5. The Town and Developer agree that the Development Officer may, at

their discretion, consider a reduction in the total number of Residential units and the resulting applicable and necessary changes to Schedule B through Schedule E as non-substantive and generally in conformance with this Agreement.

6. The Developer agrees to not commence clearing of trees, removal of topsoil or excavation activities in association with the construction of the development until the Town has provided final approval of the development permit as issued by the Development Officer.
7. The Developer agrees that driveways for each developed garden home shall conform as follows:
 - a) All areas used for vehicular traffic or the parking or storage of a vehicle shall be paved with asphalt, concrete, interlocking stone or other environmentally safe and dust-free equivalent surface.
 - b) Every developed garden home shall have one (1) permanent driveway lighting fixture that shall as follows:
 - i. provide illumination of the primary driveway entrance to the private street right of way;
 - ii. be supplied from the property's electrical system;
 - iii. automatically switch on there is insufficient daylight;
 - iv. be located not closer than 1.5 meters to the paved driveway edge and not closer than 2 meters to the private street right of way boundary; and
 - v. be installed by the Developer and maintained by the successive home owner(s) their successors and assigns, in a manner to ensure continuous operation during night time hours.
8. The Town reserves the right to assign private street names, notwithstanding that the names may not correspond with those shown on Schedule B.
9. The Developer agrees that it will not commence construction of any dwelling and no building permit will be issued by the Town for any such dwelling until such time as the street, which provides the normal access, to each dwelling, has been constructed to Town standards as specified by the Town and is ready for hard surfacing at least beyond the point which shall be used as the normal entrance of the driveway to service such dwelling.
10. The Developer agrees to restore, in so doing assuming all costs, any and all disturbed areas of the private street and private street right of way to the satisfaction of the Town Engineer following installation of the required municipal services.

Architectural Guidelines

11. The Developer agrees that an objective of this development is to provide a high quality and visually attractive development which exhibits an architectural design that reinforces the character complement existing housing and to be generally consistent with the existing styles of Rothesay. The Developer agrees to ensure the following:
 - a. The architectural design of the buildings shall be, in the opinion of the Development Officer, generally in conformance with Schedule C.
 - b. The building plans shall have similar features, such as roof lines, facade articulation (projections/recesses), fenestration, primary exterior wall colour or materials or roof colour, etc.
 - c. The building facades shall include design elements, finishing materials and variations that will reduce any perceived mass and linearity of large buildings and add architectural interest

- d. The building design should reflect the use of appropriate high quality materials and architectural expressions to reduce the impact of height, bulk and density on adjacent lower density development and contributes to the visual enhancement of the area.
- e. All ventilation and related mechanical equipment, including roof mechanical units, shall be concealed by screening in a manner compatible with the architectural character of the building, or concealed by incorporating it within the building framework.

Storm Water

- 12. The Developer shall carry out, subject to inspection and approval by Town representatives, and pay for the entire actual costs of the installation of a storm water system as per Schedule E of this agreement. The Developer agrees to accept responsibility for all costs associated with the following:
 - a. Construction, to Town standards, of a storm water system including pipes, fittings, precast sections for manholes and catch basins capable of removing surface water, to a predetermined location selected by the Developer's Engineer and approved by the Town Engineer, from the entire developed portion of the lands as well as top soil and hydro-seeding of shoulders of roadways.
- 13. The Developer agrees to submit for approval by the Town, prior to commencing any work on the storm water system such plans, as required by the Town, that shall conform with the design schematics and construction standards of the Town, unless otherwise acceptable to the Town Engineer.
- 14. The Developer agrees that all roof leaders, down spouts, and other storm water drains from all proposed dwelling shall not be directed or otherwise connected or discharged to the Town's storm water or sanitary collection system.
- 15. The Developer agrees that the storm water drainage from all dwellings shall not be discharged:
 - a. directly onto the ground surface within one meter of a proposed dwelling;
 - b. within 1.5 m of an adjacent property boundary;
 - c. to a location where discharged water has the potential to adversely impact the stability of a side yard or rear yard slope or a portion of the property where there exists a risk of instability or slope failure; or
 - d. to a location or in such a manner that the discharge water causes or has the potential to cause nuisance, hazard or damage to adjacent dwellings or structures.
- 16. The Developer agrees to provide to the Town Engineer written certification of a Professional Engineer, licensed to practice in New Brunswick that the storm water system has been satisfactorily completed and constructed in accordance with the Town specifications.

Water Main Replacement

- 17. The Town and Developer agree that the existing water main in Hampton Road will be replaced with a new 8 inch (200mm) for a length of not more than 225 meters from a point of connection at the intersection of Highland Avenue and Hampton Road to a shared boundary point between 50 and 48 Hampton Road.
- 18. The Town and Developer agree that the design and construction of the water main shall be the responsibility of the Town subject to review by a consulting engineering firm retained by the Developer.
- 19. The Town and Developer agree that the cost to replace the water main

shall be the responsibility of the Developer.

20. The Town and Developer agree that prior to the awarding of a construction tender the Developer shall supply the Town with a security deposit in the amount of 100 percent of the recommended tender price to complete the required water main replacement. The security deposit shall comply with the following conditions:
 - a. security in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank dispensed to and in favour of Rothesay.
21. The Town and Developer agree that the cost of the water main replacement includes design and all construction associated with the new water main including asphalt restoration, all pipe including associated valves, backflow preventers, couplings, joint restraint, fittings and in the condition necessary for its intended use, and labour and overhead costs directly attributable to the construction of a new 8 inch (200mm) water main.

Water Supply

22. The Developer agrees to connect to the Town's nearest and existing water system at a point to be determined by the Town Engineer and utilizing methods of connection approved by the Town Engineer.
23. The Town agrees to supply potable water for the purposes and for those purposes only for a maximum of sixty (58) residential dwellings and for minor and accessory purposes incidental thereto and for no other purposes whatsoever.
24. The Developer agrees to pay the Town a connection fee for each residential unit to the Town water system calculated in the manner set out by By-law as amended from time to time, to be paid to the Town on issuance of each building permit.
25. The Developer agrees that the Town does not guarantee and nothing in this Agreement shall be deemed to be a guarantee of an uninterrupted supply or of a sufficient or uniform water pressure or a defined quality of water. The Town shall not be liable to the Developer or to any person, firm or corporation for any damage or injury caused by the interruption of the supply of water, the lack of uniform pressure thereof or the quality of water.
26. The Developer agrees that all connections to the Town water mains shall be approved and inspected by the Town Engineer or such other person as is designated by the Town prior to backfilling and that the operation of water system valves is the sole responsibility of the Town.
27. The Developer agrees to comply with the Town's Water By-law and furthermore that a separate water meter shall be installed, at their expense, for each residential connection made to the Town's water system.
28. The Developer agrees that the Town may terminate the Developer's connection to the Town water system in the event that the Town determines that the Developer is drawing water for an unauthorized purpose or for any other use that the Town deems in its absolute discretion.
29. The Developer agrees to provide, prior to the occupation of any buildings or portions thereof, written certification of a Professional Engineer, licensed to practice in New Brunswick that the connection of service laterals and the connection to the existing town water system has been satisfactorily completed and constructed in accordance with the Town

specifications.

Sanitary Sewer

30. The Developer agrees to connect to the existing and nearest sanitary sewer system at a point to be determined by the Town Engineer and utilizing methods of connection approved by the Town Engineer.
31. The Developer agrees to pay the Town a connection fee for each residential unit to the Town sewer system calculated in the manner set out by By-law as amended from time to time, to be paid to the Town on issuance of each building permit.
32. The Developer agrees to carry out subject to inspection and approval by Town representatives, and pay for the entire actual costs of the following:
 - a. Engineering design, supply, installation, inspection and construction of all service lateral(s) necessary to connect to the existing sanitary sewer system inclusive of all pipes, laterals, fittings, and precast concrete units.
33. The Developer agrees to submit for approval by the Town, prior to commencing any work to connect to the sanitary sewer system, any plans required by the Town, with each such plan meeting the requirements as described in the Town specifications for such development.
34. The Developer agrees that all connections to the Town sanitary sewer system shall be supervised by the Developer's engineer and inspected by the Town Engineer or such other person as is designated by the Town prior to backfilling and shall occur at the sole expense of the Developer.

Retaining Walls

35. The Developer agrees that dry-stacked segmental concrete (masonry block) gravity walls shall be the preferred method of retaining wall construction for the purpose of erosion control or slope stability on the Lands and furthermore that the use of metal wire basket cages filled with rock (gabions) is not an acceptable method of retaining wall construction.
36. The Developer agrees to obtain from the Town a Building Permit for any retaining wall, as required on the Lands, in excess of 1.2 meters in height and that such retaining walls will be designed by a Professional Engineer, licensed to practice in New Brunswick.

Indemnification

37. The Developer does hereby indemnify and save harmless the Town from all manner of claims or actions by third parties arising out of the work performed hereunder, and the Developer shall file with the Town prior to the commencement of any work hereunder a certificate of insurance naming the Town as co-insured evidencing a policy of comprehensive general liability coverage on "an occurrence basis" and containing a cross-liability clause which policy has a limit of not less than Two Million Dollars (\$2,000,000.⁰⁰). The aforesaid certificate must provide that the coverage shall stay in force and not be amended, canceled or allowed to lapse within thirty (30) days prior to notice in writing being given to the Town. The aforesaid insurance coverage must remain in full force and effect during the period available to the Developer pursuant to this agreement to complete the work set out as described in this Agreement.

Notice

38. Any notice or advice which is to be given under this Agreement shall be deemed to have been satisfactorily given to the Developer if delivered personally or by prepaid mail addressed to **A.E. MCKAY BUILDERS LTD.**, 380 MODEL FARM ROAD, QUISPAMIS, N.B., E2G 1L8 and to the Town if delivered personally or by prepaid mail addressed to **ROTHESAY**, 70 HAMPTON ROAD, ROTHESAY, NEW BRUNSWICK, E2E 5L5. In the event of notice by prepaid mail, the notice will be deemed to have been received four (4) days following its posting.

By-laws

39. The Developer agrees to be bound by and to act in accordance with the By-laws of the Town as amended from time to time and such other laws and regulations that apply or may apply in future to the site and to activities carried out thereon.

Termination

40. The Town reserves the right and the Developer agrees that the Town has the right to terminate this Agreement without compensation to the Developer if the specific proposal has not commenced on or before **#insert date** being a date 5 years (60 months) from the date of Council's decision to enter into this Agreement accordingly the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Rothesay Zoning By-law.
41. Notwithstanding Part 44, the Parties agree that development shall be deemed to have commenced if within a period of not less than three (3) months prior to **#insert date** the construction of the private street and municipal service infrastructure has begun and that such construction is deemed by the Development Officer in consultation with the Town Engineer as being continued through to completion as continuously and expeditiously as deemed reasonable.
42. The Developer agrees that should the Town terminate this Agreement the Town may call the Letter of Credit described herein and apply the proceeds to the cost of completing the work or portions thereof as outlined in the agreement. If there are amounts remaining after the completion of the work in accordance with this agreement, the remainder of the proceeds shall be returned to the Institution issuing the Letter of Credit. If the proceeds of the Letter of Credit are insufficient to compensate the Town for the costs of completing the work mentioned in this agreement, the Developer shall promptly on receipt of an invoice pay to the Town the full amount owing as required to complete the work.

Security & Occupancy

43. The Town and Developer agree that Final Occupancy of the proposed apartment building(s), as required in the Building By-law, shall not occur until all conditions above have been met to the satisfaction of the Development Officer.
44. Notwithstanding Schedule D and E of this Agreement, the Town agrees that the Occupancy Permit may be issued provided the Developer supplies a security deposit in the amount of 110 percent of the estimated cost to complete the required storm water management and landscaping. The security deposit shall comply with the following conditions:
- a. security in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank dispensed to and in favour of Rothesay;
 - b. the Developer agrees that if the landscaping or storm water works are not completed within a period not exceeding six (6) months from the date of issuance of the Occupancy Permit, the Town may use the security to complete the works as set out in Schedule D and E of this Agreement;
 - c. the Developer agrees to reimburse the Town for 100% of all costs exceeding the security necessary to complete the works as set out in Schedule D and E this Agreement; and
 - d. the Town agrees that the security or unused portion of the security shall be returned to the Developer upon certification that the work has been completed and acceptable to the Development Officer.

Failure to Comply

45. The Developer agrees that after 60 days written notice by the Town regarding the failure of the Developer to observe or perform any covenant or condition of this Agreement, then in each such case:
- (a) The Town shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defense based upon the allegation that damages would be an adequate remedy;
 - (b) The Town may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on the Lands and be shown on any tax certificate issued under the Assessment Act;
 - (c) The Town may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; and/or
 - (d) In addition to the above remedies, the Town reserves the right to pursue any other remediation under the *Community Planning Act* or Common Law in order to ensure compliance with this Agreement.

Entire Agreement

46. This Agreement contains the whole agreement between the parties hereto and supersedes any prior agreement as regards the lands outlined in the plan hereto annexed.

Severability

47. If any paragraph or part of this agreement is found to be beyond the powers of the Town Council to execute, such paragraph or part or item shall be deemed to be severable and all other paragraphs or parts of this agreement shall be deemed to be separate and independent therefrom and to be agreed as such.

Reasonableness

48. Both parties agree to act reasonably in connection with any matter, action, decision, comment or approval required or contemplated under this Agreement.

This Agreement shall be binding upon and endure to the benefit of the parties hereto and their respective heirs, administrators, successors and assigns.

IN WITNESS HEREOF the parties have duly executed these presents the day and year first above written.

Date: _____, 2017

Witness:

A.E. McKay Builders Ltd.

Andrew E. McKay, Director

Witness:

Rothsay:

Nancy Grant, Mayor

Clerk

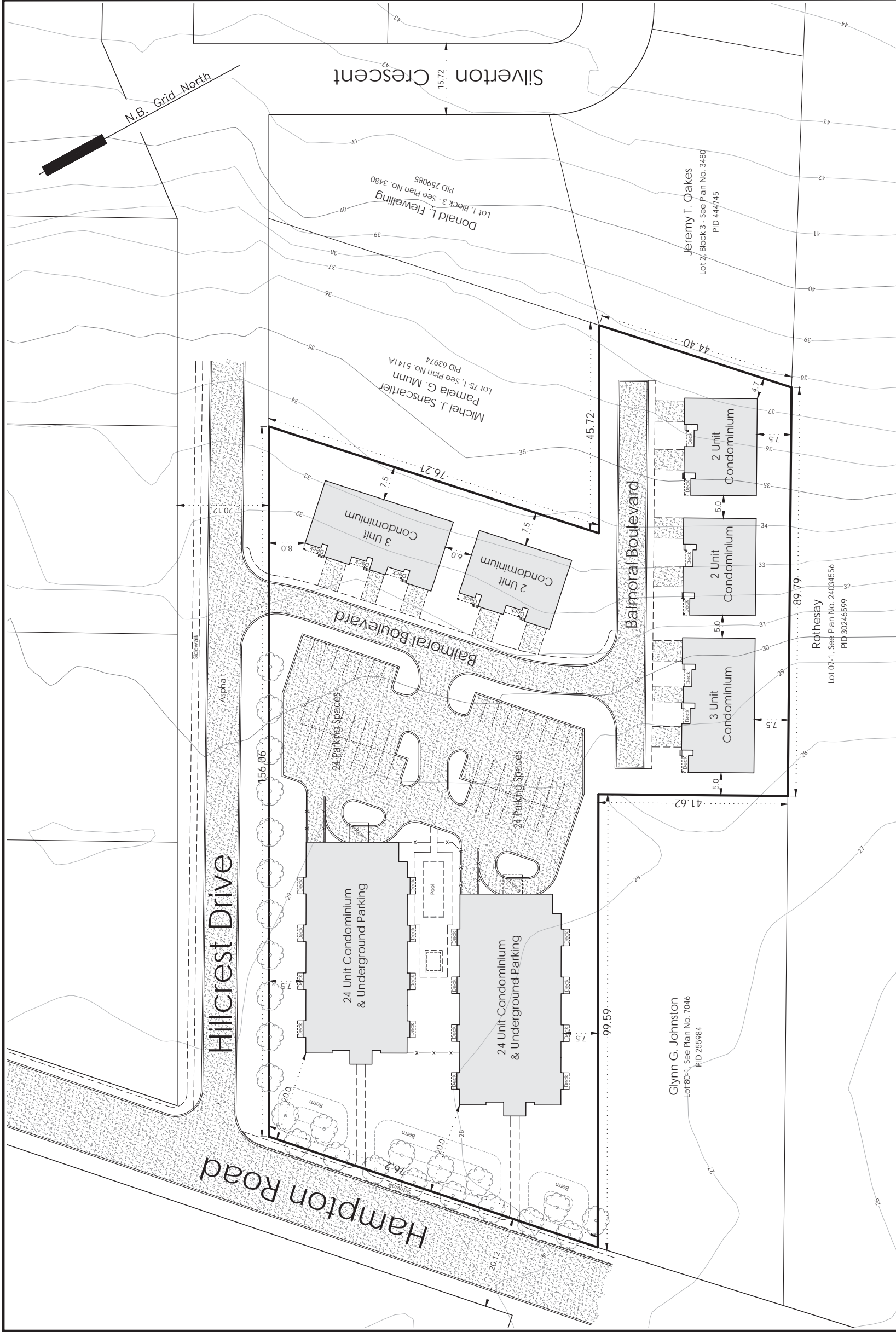
DRAFT

SCHEDULE A

(NOTE: LOTS TO BE CONSOLIDATED AND CONVERTED TO LAND TITLES)

PID:	00257139
PID:	30048847

DRAFT



NOTE: This plan is for conceptual purposes only. Final dimensions, areas and location of property lines may vary slightly following field survey and lot calculations.

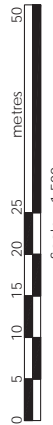
Contours refer to the Geodetic Datum and were derived from Municipal DTM data.

KIERSTAD QUIGLEY and ROBERTS Ltd.
Saint John, New Brunswick

Central Park Condominium
Site Plan
7 Hillcrest Drive
Town of Rothesay
Kings County, N.B.

Scale = 1:500
Job No. 15-0050
Dated: September 20, 2016

Dwg. No. T-0608-C





• ELEVATION SIMILAR FOR OPPOSITE SIDE.



380 Model Farm Road, Quispansis E2G 1L8
Phone: 506-644-8104

CENTRAL PARK
CONDOMINIUM DEVELOPMENT - Rothesay, N.B.

Drawing Title: **BUILDING TYPE - 1**
24 UNITS - UNDERGROUND PARKING
HILLCREST DRIVE ELEVATION
Date: **AUGUST 29, 2016** Scale: **N.T.S.**

A-1
OF 15



380 Model Farm Road, Quispansis E2G 1L8
Phone: 506-644-8104

CENTRAL PARK

CONDOMINIUM DEVELOPMENT - Rothesay, N.B.

Drawing Title: **BUILDING TYPE - 1**
24 UNITS - UNDERGROUND PARKING
HAMPTON ROAD ELEVATION

Date: AUGUST 29, 2016 Scale: N.T.S.

A-2
OF 15



380 Model Farm Road, Quispansis E2G 1L8
Phone: 506-644-8104

CENTRAL PARK

CONDOMINIUM DEVELOPMENT - Rothesay, N.B.

Drawing Title:

BUILDING TYPE - 1
24 UNITS - UNDERGROUND PARKING
REAR ELEVATION

Date: AUGUST 29, 2016

Scale: N.T.S.

A-3
OF 15



380 Model Farm Road, Quispansis E2G 1L8
Phone: 506-644-8104

CENTRAL PARK
CONDOMINIUM DEVELOPMENT - Rothesay, N.B.

Building Title: BUILDING TYPE - 3
DOUBLE UNIT
FRONT ELEVATION
Date: AUGUST 29, 2016 Scale: N.T.S.

A-8
OF 15



380 Model Farm Road, Quispansis E2G 1L8
Phone: 506-644-8104

CENTRAL PARK

CONDOMINIUM DEVELOPMENT - Rothesay, N.B.

Drawing Title:

**BUILDING TYPE - 3
DOUBLE UNIT
REAR ELEVATION**

Date:

AUGUST 29, 2016

Scale:

N.T.S.





A.E. MCKAY Builders
380 Model Farm Road, Quispansis E2G 1L8
Phone: 506-644-8104

CENTRAL PARK
CONDOMINIUM DEVELOPMENT - Rothesay, N.B.

Drawing Title:
**BUILDING TYPE - 3
DOUBLE UNIT
RIGHT ELEVATION**

Date: AUGUST 29, 2016 Scale: N.T.S.

A-10
OF 15



380 Model Farm Road, Quispansis E2G 1L8
Phone: 506-644-8104

CENTRAL PARK

CONDOMINIUM DEVELOPMENT - Rothesay, N.B.

Drawing Title:

**BUILDING TYPE - 3
DOUBLE UNIT
LEFT ELEVATION**

Date:

AUGUST 29, 2016

Scale:

N.T.S.



Place Holder for Schedule D Landscape Plan (Pending Revision)

Place Holder for Schedule E Storm Water Management Plan (Pending Revision)

DRAFT

Form 45

AFFIDAVIT OF CORPORATE EXECUTION

Land Titles Act, S.N.B. 1981, c.L-1.1, s.55

Deponent: Andrew McKay
A.E. McKay Builders Ltd.
380 Model Farm Road
Quispamsis, N.B. E2G 1L8

Office Held by Deponent: Director

Corporation: A.E. McKay Builders Ltd.

Place of Execution: Rothsay, Province of New Brunswick.

Date of Execution: _____, 2017

I, Andrew McKay, the deponent, make oath and say:

- 1. That I hold the office specified above in the corporation specified above, and am authorized to make this affidavit and have personal knowledge of the matters hereinafter deposed to;
2. That the attached instrument was executed by me as the officer(s) duly authorized to execute the instrument on behalf of the corporation;
3. the signature "Andrew McKay" subscribed to the within instrument is the signature of me and is in the proper handwriting of me, this deponent.
4. the Seal affixed to the foregoing indenture is the official seal of the said Corporation was so affixed by order of the Board of Directors of the Corporation to and for the uses and purposes therein expressed and contained;
5. That the instrument was executed at the place and on the date specified above;

DECLARED TO at Rothsay,
in the County of Kings,)
and Province of New Brunswick,)
This ___ day of _____, 2017)

BEFORE ME:)

Commissioner of Oaths)

Andrew McKay

Form 45

AFFIDAVIT OF CORPORATE EXECUTION

Land Titles Act, S.N.B. 1981, c.L-1.1, s.55

Deponent: MARY JANE E. BANKS

Rothesay
70 Hampton Road
Rothesay, N.B.
E2E 5L5

Office Held by Deponent: Clerk

Corporation: Rothesay

Other Officer Who Executed the Instrument: NANCY E. GRANT

Rothesay
70 Hampton Road
Rothesay, N.B.
E2E 5L5

Office Held by Other Officer Who Executed the Instrument: Mayor

Place of Execution: Rothesay, Province of New Brunswick.

Date of Execution: _____, 2017

I, MARY JANE E. BANKS, the deponent, make oath and say:

- 1. That I hold the office specified above in the corporation specified above, and am authorized to make this affidavit and have personal knowledge of the matters hereinafter deposed to;
6. That the attached instrument was executed by me and NANCY E. GRANT, the other officer specified above, as the officer(s) duly authorized to execute the instrument on behalf of the corporation;
7. The signature "NANCY E. GRANT" subscribed to the within instrument is the signature of Nancy E. Grant, who is the Mayor of the town of Rothesay, and the signature "Mary Jane E. Banks" subscribed to the within instrument as Clerk is the signature of me and is in the proper handwriting of me, this deponent, and was hereto subscribed pursuant to resolution of the Council of the said Town to and for the uses and purposes therein expressed and contained;
8. The Seal affixed to the foregoing indenture is the official seal of the said Town and was so affixed by order of the Council of the said Town, to and for the uses and purposes therein expressed and contained;
9. That the instrument was executed at the place and on the date specified above;

DECLARED TO at town of
Rothesay, in the County of Kings,)
and Province of New Brunswick,)
This ___ day of _____, 2017)

BEFORE ME:)
)
)
)
Commissioner of Oaths)

MARY JANE E. BANKS

2017January9Hearing7HillcrestDriveFINAL_063

From: [REDACTED]
To: [Rothesay Info](#)
Subject: Hillcrest Drive Development - Option C
Date: December-22-16 3:23:07 PM

Mayor Grant and Councillors

Just a quick email to lend my support to the proposed development on Hillcrest Drive. My wife and I are both retired and presently live in our home of over 35 years and all of our children live in the area, so we are staying. Eventually we will want to move out of our home and there are limited options at present. This development would be a welcome alternative and is the best use for this type of property. The days of building multi-million dollar immense homes in Rothesay to appease neighbors should be behind us.

If you think about the environment going forward this is the best use of this type of location. Property owners need to be encouraged to develop their properties as long as they meet the necessary requirements and it is in the interest of Rothesay.

Please have the leadership to approved this project once and for all.

Regards

Ray Baker
1 Royal Lane

From: [Mary Jane Banks](#)
To: [Mary Jane Banks](#)
Subject: FW: HILLCREST DEVELOPMENT PLAN
Date: January-03-17 8:30:00 AM

From: neillp [REDACTED]
Sent: Thursday, December 29, 2016 9:04 PM
Subject: Fwd: HILLCREST DEVELOPMENT PLAN
To: Nancy Grant <nancygrant@rothesay.ca>

Sent from my Samsung Galaxy Tab@4

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

From: neillp [REDACTED] >
Date: 2016-11-28 9:50 PM (GMT-04:00)
To: nancygrant@rothesay.ca
Subject: HILLCREST DEVELOPMENT PLAN

Madam mayor, my name is Pat Neill and I am a Rothesay resident. I attended the first public meeting and spoke in favour of this development proposal and my husband attended the last council meeting.

We are both very disappointed with how this has proceeded thus far for the following reasons:

1. Under the prior mayor, we viewed Rothesay council in general as quite elitist and not at all progressive. When one of your main platforms was supporting much needed senior housing we were encouraged and felt you showed potential for more forward thinking leadership.

You have, however, disappointed us as we saw no evidence of your support or leadership in this issue although it seems to be a perfect fit for your campaign promise.

2. Two of your current council members seem to be in an apparent conflict of interest as I understand that they are close friends with the main objector and, in fact, they have used her words in arguing against this proposal. It appears that they may have lost track of the fact that they represent all of us. Have you, as the leader, addressed this with them?

3. It was encouraging to read the article in this week's Telegraph Journal suggesting that council is working on policies to support "aging in place" as I feel this development enhances residents opportunity to do just that.

I do hope that when this issue comes back to council you will support the project put forward by a developer who has jumped through hoops to try to accommodate all parties. We need this project!

Thank you for your time and I hope that I will receive your comments in response.

Pat Neill
7 Victoria Crescent
[REDACTED]

From: [REDACTED]
To: [Mary Jane Banks](#)
Subject: Fwd: Proposed Development at Hillcrest Drive and Rothesay Rd
Date: January-02-17 6:49:59 PM

Dear Councillors,

I am writing to show my support for A. E. McKay Builders' proposed condo development at Hillcrest Drive and Rothesay Road and to encourage council to vote in favour of amending the by-law to rezone 7 Hillcrest Drive to Multi-Unit Residential Zone (R4). Changing the zoning from low density to high density residential seems like a major variance, but given that the location is close to the High School, the Town Hall and commercial zones, this variance should be considered.

The proposed location is ideal. It means that longtime residents of Rothesay, who wish to downsize, can relocate to the centre of Rothesay where they can continue be connected to and contribute to their own community and be close to (within walking distance of) services and amenities. Higher density living and increased social interaction is of great benefit to those in their later years and is preferential to living alone and becoming more isolated in a large home they cannot maintain. It is essential that the seniors of our community have accessible housing that allows them to stay here and enjoy a good quality of life. The infusion of new residents in this neighbourhood will contribute to a vibrant town core.

The updated conceptual site plan, as shown on the Town of Rothesay website, indicates a generous setback of the buildings from the road. The previous site plan illustrated substantial landscape plantings to make this complex very attractive. The design of the buildings, similar to that of the Town Hall, is most appropriate. The added bonus is that this development will significantly increase the value of that land parcel to the benefit of the town tax base.

The construction of accessible seniors' accommodations in the core of Rothesay is a positive development. We should follow the advice of the PAC and Staff of the Town of Rothesay and approve the re-zoning to Multi-Unit Residential Zone (R4).

Thank you kindly for your consideration.

Sincerely,

Tzigane Caddell

Tzigane Caddell Garden Design
118 Wiljac St.
Rothesay, NB
e2h 1n7



2017January9Hearing7HillcrestDriveFINAL_067

From: [REDACTED]
To: [Mary Jane Banks](#)
Subject: Hillcrest development
Date: January-03-17 8:15:17 PM
Attachments: [letter for condo.docx](#)

December 5, 2016

To Whom It May Concern:

I am writing to you to express my support with the proposed condo development on Hillcrest. I have attended the town meetings and have viewed the plans and the pictures of the proposed development and feel the development would be a great asset to Rothesay. I feel the development has been well researched and planned with all questions thoroughly presented and answered to the public.

My family has lived in the heart of Rothesay for 23 years and in the near future my husband and I will be considered seniors and would love to continue to live and be part of Rothesay. At this time there are no options for us once we decide to downsize except to leave the neighborhood that we call home. The proposed development would allow us to continue to live in the heart of Rothesay and allow us accessibility to the community. From the plans presented I feel the proposed project will enhance and add to the community.

I sincerely hope this project will go forward as we need accessible senior housing in Rothesay especially a development that supports and enhances the beauty and style of Rothesay.

Sincerely yours

Sharon Brown



DISTRIBUTION AT 1710 JAN 3, 2017

2017January9Hearing7HillcrestDriveFINAL_069

January 2, 2017



Via Email: brianwhite@rothesay.ca AND Hand Delivered

Brian L. White
Director of Planning & Development Services
Town of Rothesay
70 Hampton Rd
Rothesay, NB E2E 5L5

Dear Sir:

Re: Proposed Condominium Complex 7 Hillcrest Drive

My name is Glynn Johnson and I reside at 50 Hampton Road and I acknowledge receipt of your letter dated December 15th, 2016, regarding the above-noted matter.

I have resided at 50 Hampton Road for 35 years, raised my family there, still currently reside there (even though comments were made at the first town hall meeting that the property was vacant) and have no interest in selling my property. As well, I would also like to state for the record, that I am not opposed to the condominium complex that is being proposed by AE McKay Builders. I have attended both of the town hall meetings with respect to the previously submitted proposals, so I am aware of what has taken place to date. I am not concerned as to the aesthetics of the complex or the increased traffic, if any, and my concerns are outlined below. I do, however, personally feel that I am one of the primary stakeholders with respect to this complex development as the Developer and I will be sharing 2 property lines - one to the side of my property and to the rear of my property.

I truly believe that this type of housing complex is greatly needed in Rothesay. By rezoning the land and allowing a multi-residential community, would allow seniors to sell their properties to young couples who would like the opportunity to raise their families in the Town of Rothesay.

This will give seniors the chance to downsize and purchase a maintenance free home such as a condominium. As well, the additional revenue that would be generated from this venture would benefit the town as a whole.

Again, while I am not opposed to the complex, I do have the following concerns, some of which have already been brought to the attention of the town, namely:

1. There is a water/flooding issue that has been caused by the Town of Rothesay during the construction of the access road to the Arthur Miller Fields. This was brought up at one of the town hall meetings. When the town put in the new access road to the Arthur Miller Fields (which is beside my property) considerable flooding started to occur due to the weight and the new elevation of the access road. The access road was raised 2 to 3 feet

which caused damage to the water drainage system and raised the water table level. The natural flow of water in heavy rain storms now collects on my property causing considerable flooding and damage to my property. As I mentioned earlier, I have resided here for over 35 years and had never had a problem with flooding on my property until that access road was created. As a result of this constant flooding, I have encountered the following problems:

- (a) Half of the cedar trees (approximately 25 years old) located on the west side of the property have died due to drowning. Until the construction of the access road, there had been a culvert in place to ensure that there was proper drainage during heavy rain storms. During the construction of the access road, the culvert was buried and replaced approximately 2 years later. However, the cedar trees had died by this time. Even now, there is still significant flooding that takes place after a heavy rain.
- (b) Again, after significant rain fall (especially in the spring time), the basement of my house will flood. This has caused me to remove a finished room in the basement, which had been dry for approximately 20 years. In fact, the basement had always been dry prior to the construction of the access road;
- (c) The back yard continues to flood after every heavy rain, and stays wet/soggy most of the year, making it unusable and difficult to maintain;
- (d) The foundation of my house has shifted which resulted in walls to crack and doors that no longer align inside the house.
- (e) The driveway pavement is cracking at a rate of approximately 1/4 inch per year since the construction of the access road; and
- (f) The garage floor has cracked due to the shifting of the foundation since the construction of the access road.

2. With respect to the proposed complex, I would like to submit that I would like to have the Developer plant natural local 6 foot cedar trees around our shared property line . By doing this, it would allow me to continue with my privacy and provide a natural sound barrier.

In summary, I feel that the water issues affecting my property should be addressed and corrected by the Town of Rothesay to ensure that if the complex is approved, there will no future flooding issues, and as well, having some sort of privacy barrier planted around my property.

Thank you for your time and consideration.

Respectfully,

Glynn G. Johnston

From: [REDACTED]
To: [Mary Jane Banks](#)
Subject: Condo development-hearing January 9, 2017
Date: January-03-17 9:11:03 PM

I am writing in support of the revised proposal for a housing development on Hillcrest. This project would provide accessible housing for seniors of all abilities. In this location it would encourage social inclusion within the community. Appropriate housing and social inclusion are key determinants of the health and well-being of seniors. This type of housing would benefit a great many people in our aging community. There are many who wish to continue to live in Rothesay but need to downsize their homes for any number of reasons. I was relieved to see that the developer was able to take into consideration the wishes of the neighbours while maintaining the features that we need for our aging population.

I understand that those who spoke against the project are people who wish to keep their neighbourhood the same as it has always been. These are good, well intentioned people but they have not considered the needs of the broader community. Thought about objectively it really is an essential development that anticipates the coming changes in our demographics.

The quality and design of the buildings and gardens will enhance what is currently a hayfield. This would bring more value to the neighbourhood not to mention an increase in taxation that could be used for projects elsewhere in town. The location is beside a major roadway in an area with a variety of development that is not residential. No matter where such a low rise development is located someone may not like the look of it. Although it is difficult to please everyone, the developer has made great attempts to do so.

Should Council fail to approve the project we would miss the opportunity to accommodate as many people as possible. Rothesay does not have many suitable locations for this type of multiple unit development. Extreme alternatives were suggested at the meeting: segregate seniors to the fringe of town or place them in an industrial location. I don't think many would agree with isolating our seniors in this way.

The town's expert planning staff and the Planning Advisory Committee both support the proposal and the location of the project. They have determined that it is an acceptable development in the context of the current municipal plan. Furthermore, experts have advised that it will have negligible impact on traffic and no impact on stormwater. The rezoning would allow greater density than what is being proposed for this project. This indicates that density should not be an issue.

Hopefully there will no longer be opposition to the proposed. If it persists due to people

feeling that perhaps the buildings might be too tall for the neighbourhood or that they will house too many people we can be comfortable knowing that these opinions are not supported by the expert analysis that has been done. Furthermore, they are not shared by many others in the community. The scale is truly still small enough that it will not dwarf neighbouring houses or people walking by. It offers low rise buildings not high-rise. The condos will now be tucked away at the back of the property. It is unlikely that seniors will clog the streets the way the high school students do [at noon](#) hour. As for the imagined negative visual image, in reality most of the neighbours will not even be able to see the project from their living rooms. The homes either have hedges around them or are oriented in another direction in addition , the development will be behind a lovely landscaped buffer.

None of the arguments against the project have a direct deleterious effect on the neighbours. For me and those like me it would make a profound difference in the quality of our lives. It would mean being able to stay in the community in which we have lived for many years in a home that will meet our changing needs as we age. These units will be easier to adapt should one need mobility aids in the future. There are no housing options like this in our community. A different location would be difficult to find with the limited land available in the town. Moving it to the edge of town would make it more difficult to engage with family and friends. The proposed location is close enough to walk to many businesses. There are churches and schools in the neighbourhood as well as the Common for recreation. I could see many seniors volunteering in our local schools to help children learn to read for example.

It feels as if the rejection by the town of this project would also be a rejection of some of the most vulnerable members of our population. I know that this is not Council's intention and I was pleased to learn that the town plans to study the community's needs.

With the power of elected office comes the responsibility of weighing the concerns of all citizens and supporting the decision that has the most benefit for the greatest number of people. Providing this type of housing is simply the right thing to do for the betterment of people's lives in Rothesay. I hope you will find the proposal satisfactory and will vote to support the application for rezoning. Thank you so much for your time and attention.

Sincerely,

Sue Webber Flood
Sent from my iPhone

2017January9Hearing7HillcrestDriveFINAL_073

From: [Don Shea](#)
To: [Grant Brenan](#); [Peter Lewis](#); [Bill McGuire](#); [Tiffany Mackay French](#); [Nancy Grant](#); [Matthew Alexander](#); [Miriam Wells](#)
Cc: [Brian White](#); [John Jarvie](#); [Mary Jane Banks](#)
Subject: Fwd: Senior housing.
Date: January-04-17 10:38:09 AM

Received this date.

Get [Outlook for iOS](#)

From: Juliet Hickman [REDACTED]
Sent: Tuesday, January 3, 2017 8:33 PM
Subject: Senior housing.
To: Don Shea <donshea@rothesay.ca>

I am sorry not to have been available for any of the Public Meetings, but glad changes have been made to the original plan.

Further to my previous letter and as the planning seems to be getting firmed up, a few more points come to mind.

Heating.....is serious thought being given to Geo thermal heat / solar panels and to electric furnaces feeding water filled radiators ? These last have a lot of "pluses"today's radiators are much thinner, fit under windows, and, thermostatically controlled, give a constant heat. From an economical point of view, clothes can be dried on them, mitts / hats / scarves warmed in colder months, and the use of a drier is cut down substantially. (Personally we only use the drier 15 to 30 minutes a week for towels).

Power availability. It is to be hoped that both electricity and propane will be available.....a gas stove which can be lit in the event of a power outage in ensures a source of hot drinks, and being able to fill a hot water bottle, a gas fire will ensure warmth.

Yours sincerely,
Juliet Hickman.

From: [REDACTED]
To: [Mary Jane Banks](#)
Subject: Public Meeting - January 9, 2017 - 7 Hillcrest Drive
Date: January-04-17 3:47:04 PM

Please provide the following letter to Council on my behalf in connection with the above noted public meeting.

Sent via email

January 4, 2017

Mayor Grant and Members of Rothesay Town Council,

I had hoped to address you in person in connection with this matter but I will be out of town on the date of the scheduled public meeting and unable to attend.

I did have the chance to participate in the Planning Advisory Committee (PAC) meeting held last night and was grateful for that opportunity. After discussion, I was pleased that their recommendation was to accept the revised December proposal which has been labeled Option C for purposes of this public meeting.

Although I remain concerned that it is very difficult to understand and appreciate the significant mass and size of the two largest structures being proposed for the site, I am comfortable after discussions with the proponent that Option C will, in conjunction with his ideas for site grading and use of existing trees and foliage, yield the best possible outcome for all concerned. I have faith in the good reputation of the proponent and accept his assurances about his vision for Option C.

With the benefit of hindsight, and since I believe we will see other large residential proposals, I would have two observations; 1) it probably would be helpful to have a cardboard model prepared for a project of this magnitude so that relative size can be easily appreciated, and 2) the review process for major projects should probably be different than routine rezonings considered by PAC (longer timelines, wider public notice, wider distribution of materials and earlier consultation).

I am not sure whether the so called Option B will once again be revisited by your staff or others at the public meeting. If it was, I would once again express in the strongest terms (as I did at PAC) the serious concerns I have about the form and content of the staff submission to PAC recommending this Option. I found the selective use of statistics, the flattering visual presentation of Option B and the abbreviated presentation of planning practices to have strayed beyond information and recommendation to one sided advocacy which undermines the role of staff. As I indicated, I do not think this is intentional or deliberate but it is practice which must be avoided if residents (who do not have the resources of staff) are to feel comfortable with participating in the planning process and the eventual outcome.

If the development were to proceed, the developer last night confirmed to PAC he would have

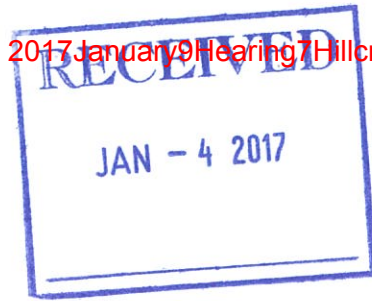
no objection to certain alterations to the draft Development Agreement which was circulated to the public; 1) subject to transfers approved by the Town necessary to establish the condominium corporation, the agreement should be non assignable (ie. the developer who made the commitments to residents would be the only one who could have the benefit of the rezoning and could not "flip" the rezoned property to a third party), 2) the time limit to begin construction should be limited (i.e. Not 5 years) since the developer has committed to commencing in the Spring of 2017, 3) it should be made clear that this is a condominium project and not rental property, and 4) landscaping and berms surrounding the site should be erected when construction is commenced. Although I do not doubt the developer's intentions, these are fundamental commitments that have been used to encourage residents' support and they should be memorialized in writing.

I regret not being able to address you personally. As I have said repeatedly, I believe a thoughtful, innovative development of this parcel is possible and desirable. I believe the proponent merely wants to build something which will be of good quality, profitable and marketable consistent with his reputation.

I hope that Option C and a revised Development Agreement will be that proposal.

Respectfully submitted,

Peter Klohn
57 Hampton Road
Rothesay, N.B.



5 Hibbard Lane,
Rothesay, N.B.,
E2E 5M3
January 3, 2017

Mayor and Council,
Town of Rothesay
70 Hampton Road,
Rothesay, N.B.

Dear Mayor and Councillors;

This letter is to express my concern regarding the revised plan dated November 28, 2016 for the proposed development at 7 Hillcrest Drive.

However, I would first like to thank the Town Councillors who have expressed their concerns regarding earlier proposed plans for this project. Their ability to see both sides of this issue of rezoning is much appreciated. As a result of their discussions, the developer's positive efforts to address the concerns of residents, and the public hearings, there is a new plan which seems to enable the development to better blend in with the streetscape of Hampton Road. The proposed roadway onto the soccer field road allows a secondary access in case of blockage at the Hillcrest entrance. Hopefully, trees and shrubs planted along the road edges will give the 2 unit condos privacy for their yards.

My concern is the issue of rezoning from a low residential to a higher density. This sets a precedent for future rezonings of this type. Our Municipal Plan of 2010 is due for review. If it is the wish of the residents of Rothesay to allow higher density housing along Hampton Road between Marr Road and Grove Avenue (excluding the Heritage By Law protected land), then we should change the zoning in the next Municipal Plan. Rezoning as a developer/ land owner comes forward with a plan causes concern to neighbouring owners and can create a mixture of buildings that do not blend in with the surroundings. Why have a Plan if it is not followed, especially in this situation of such a great difference in number of housing units from single family dwellings to 58 units?

Although I appreciate the efforts of the developer and the Town Council to listen and respond to the concerns of residents, I am against this proposed development since the proposed re zoning level is quite different in density from the present level of zoning.

Yours respectfully,

Catharine MacDonald.

Catharine MacDonald

2017January9Hearing7HillcrestDriveFINAL_077

From: [REDACTED]
To: [Mary Jane Banks](#)
Cc: [REDACTED]
Subject: Proposed Development at Hillcrest Drive and Rothesay Rd
Date: January-04-17 11:57:54 AM

Dear Ms. Banks,

Please include our thoughts on the proposed development with the official hearing documentation on January 9th.

Our reasons are shared by many, and should not be a surprise: the development will provide accessible housing for seniors and others who are looking to downsize; more importantly, it provides an option for them to stay in Rothesay. Clearly it is higher density than typical residential zoning, but its inclusion expands the mix of density in the town, and fits with the direction a number of you campaigned in support of in the last election. Some have suggested that a density of 4-15 units would be more appropriate than the 65 currently proposed; this is hard to reconcile given the size of the property and certainly is not consistent with a higher density objective – otherwise each unit would sit on anywhere from an acre to 1/5 of an acre with that reasoning.

We also note it is an ideal location as it is within easy walking distance of a market, pharmacy, restaurants, and other amenities; it is even located directly on the Comex route. This is not the easiest town to walk around, and certainly this location accommodates what might be expected by a senior community.

Last, comments that it's appearance is out of character don't ring true from our perspective, at least from the plans and elevations we are able to view online. We realize this is a matter of aesthetic opinion and securing agreement across the board will be a challenge. From our point of view, Rothesay doesn't need to be a cookie-cutter of rigid architectural styles. But, having said that, this property doesn't seem to deviate strongly from styles already prevalent in the neighbourhood. Obviously, with time, and allowing the trees and landscaping to mature (as it has at similar higher-density locations along Rothesay Rd), this could be a very attractive and welcome addition to our neighbourhood.

Thank-you for your consideration,
Paul Mansz and Pattie McKerral
7 Bridle Path Lane, Rothesay

From: [Nancy Grant](#)
To: [Mary Jane Banks](#)
Subject: Fwd: Zoning of 7 Hillcrest Drive
Date: January-05-17 6:59:15 AM
Attachments: [Letter to Council - Gillian Wallace.docx](#)

Dr. Nancy Grant
Mayor

Any correspondence with employees, agents, or elected officials of the town of Rothesay may be subject to disclosure under the provisions of the Right to Information and Protection of Privacy Act, S.N.B. 2009, c. R-10.6.

----- Forwarded message -----

From: "Gillian Wallace" [REDACTED]
Date: Wed, Jan 4, 2017 at 11:13 PM -0400
Subject: Re: Zoning of 7 Hillcrest Drive
To: "Bill McGuire" <BillMcGuire@rothesay.ca>, "Don Shea" <DonShea@rothesay.ca>, "Grant Brenan" <GrantBrenan@rothesay.ca>, "Matthew Alexander" <MatthewAlexander@rothesay.ca>, "Miriam Wells" <MiriamWells@rothesay.ca>, "Nancy Grant" <NancyGrant@rothesay.ca>, "Peter Lewis" <PeterLewis@rothesay.ca>, "Tiffany Mackay French" <TiffanyMackayFrench@rothesay.ca>

Dear Mayor and Council Members,

Please see the attached letter regarding the issue of the zoning of 7 Hillcrest Drive.

Thank you for your kind attention.

Sincerely,
Gillian Wallace

Gillian Wallace
69 Scovil Rd.
Rothesay, N.B. E2H 1S1

January 4, 2017

Rothesay Council
70 Hampton Rd.
Rothesay, N.B. E2E 5Y2

Dear Mayor and Council Members,

I am once again voicing my objections to the proposed development submitted by McKay Builders for 7 Hillcrest Drive.

I would like to point out that the proposed change in the zoning of 7 Hillcrest Drive to R4 (High Density Residential) is totally inconsistent with the existing Low Density Residential designation in Rothesay's Municipal Plan. This property is presently zoned Single Family Residential and is surrounded by single family homes. Council members have admitted this proposed re-zoning would be a huge deviation from the Municipal Plan, but it is much more than that – it would be entirely inconsistent with the goals, purposes and objectives of the Municipal Plan.

I don't believe Council has the right to enact this by-law change without first changing the Municipal Plan designation for this property.

I would now refer you to subsection 1.2.2(g)(i) of Rothesay Zoning By-law N. 02-10 that states as follows: "Unless Council, upon the advice of the planning Advisory Committee, is of the opinion there is valid new evidence or a change in conditions, where an application under this section has been refused by Council, no further application may be considered by Council for one year if such application, in the case of re-zoning, concerns the same area of land as the original application and in all significant particulars intends to seek the same zone or obtain the same zoning changes as originally sought."

I believe when Council did not approve this project in September, it was clearly a refusal by Council of the proponent's application and consequently McKay Builders should not be permitted to further consideration for one year.

In Mr. White's December 12th, 2016 report to Council, staff recommended rejecting the proponent's proposed "December Revision" and instead recommended acceptance of the "September Revision" with a minor change. This "September Revision" has already been refused/rejected by Council.

In his report, in regards to the density issue, Mr. White speaks of the fact that this proposal does not "max-out" an R4 zone maximum of 77 units. This is not a designated R4 property. It is Single Family Residential. He also goes on to say that staff believe that when residents are of

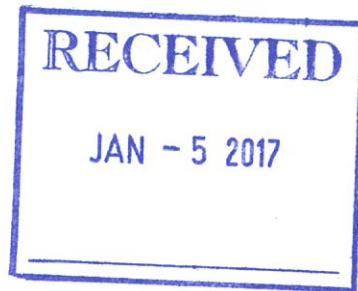
the view that an area as too dense, they base this on a perception that “a development is ugly, has little vegetation, or would cause parking problems.” I think the neighbours of 7 Hillcrest Drive well realize that issues of development density relate directly to size, mass and scale of the proposed structures in relation to the existing dwellings in this area.

Mr. McKay is presently developing single family residences off the Marr Road. This Marr Road property is designated Mixed Residential in the Municipal Plan in order to accommodate both low density and high density residential development and as such would have been the perfect location for his condo development without any required zoning change. Single family residences could be built at 7 Hillcrest Drive, again without a change in zoning designation. I am wondering why staff would not have insisted that Mr. McKay locate his condos in a properly designated Municipal Plan location within our Town

I do not believe the neighbours of 7 Hillcrest Drive should see their neighbourhood impacted so severely by a development that should and could be built elsewhere at an appropriate location within our town.

Sincerely,

Gillian Wallace



Mayor and Council
Town of Rothesay
70 Hampton Road
Rothesay, NB

Dear Mayor and Council

This letter is to express our ongoing concern over the revised November 28/ 16 plan for the proposed development at 7 Hillcrest Drive. Although we support future development for multi living space we do approve in the process.

Firstly we would like to thank the Town Councillors who have expressed their concerns regarding the earlier plans. Due to their time, patience, listening and due diligence arguments and discussions have come forward from both sides. This is a good thing as we now have a stronger and better plan.

Our Municipal Plan of 2010 is due for review. Why not wait until this has been studied and reviewed before changing the rezoning to all for this development? Should it be the wish of the residents of Rothesay to allow higher density housing within the town on the footprint you are suggesting, then we should make provision to change the zoning in the next Municipal Plan.

Rezoning each time a developer / land owner comes forward with a new plan causes huge concern to neighbourhood owners.

At this point we are against the rezoning of this property as it is precedent setting.

Respectfully Yours

Arthur, Norah and Barbara Lee-White

8 Hibbard Lane

January 04 2017