



ROTHESAY

AGENDA

Town Hall

7:00 p.m.

Monday, July 10, 2017



Millennium Drive Development Proposal **Self-Storage Development Millennium Drive PID# 00065227**

1. Introduction Mayor Grant

2. Documentation

15 June 2017	Telegraph Journal advertisement
29 June 2017	Telegraph Journal advertisement
5 July 2017	Memorandum from DPDS White
DRAFT	Development Agreement (<i>Revised</i>)
5 July 2017	Recommendation from Planning Advisory Committee
29 June 2017	Staff Report to Planning Advisory Committee with attachments

Appearances: **Rick Turner, Hughes Surveys & Consultants Inc.**
Mark Reid, Applicant

Comments: Comments attached (7)

3. Adjournment

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TENDER/GENERAL NOTICES

**ROTHESAY**
PUBLIC MEETING

Millennium Drive Self-Storage Proposal

Rothsay Council has received an application from Kennebecasis Self-Storage to construct a self-storage facility that would include buildings containing storage locker units to be rented to tenants and a related rental office building containing a second story apartment for onsite management of the self-storage facility. The proposed new 1.10 hectare parcel will be subdivided from the parent parcel (PID 00065227) owned by Scott Brothers Ltd. The land in question is zoned Millennium Park Zone (MP) which allows for commercial uses where all development is controlled by way of a contractual agreement with Council.



The public is invited to a meeting on **Monday, July 10, 2017 at 7:00 p.m. at the Rothsay Town Hall, 70 Hampton Road,** whereby the applicant will present their development proposal to the public and to allow the public to provide their comments. Written comments will be received by the Town Clerk until Wednesday, July 5, 2017 (MaryJaneBanks@rothesay.ca). Comments received will be provided to Rothsay Council for the **July 10, 2017** Council session following the meeting.

For more information regarding the proposal please contact Mr. Brian White, Director of Planning and Development, Rothsay, at (506) 848-8609 or BrianWhite@rothesay.ca.

LEGAL NOTICES

IN THE COURT OF QUEEN'S BENCH OF NEW BRUNSWICK TRIAL DIVISION JUDICIAL DISTRICT OF FREDERICTON BETWEEN:

MICHAEL DAVID JOHNSTON,

- and -

Plaintiff

LEGAL NOTICES

Court File No. F/C/157/08



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2016 Nissan Rogue sv

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2016 Nissan Altima

White with black interior, Push button start Nicely equipped 48000 km balance of 5 yr 100000 km factory warranty \$16900

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Brand new Sealy extra firm single bed, complete, 1/2 price \$300. Call 872-0542.

Cabinet fits, tv, microwave, and storage, \$50. 657-3479.

Chesterfield and chair, blue & white plaid, good condition. \$175. 657-7206.

For Sale: Chesterfield, 2 Chairs & Hideaway Bed. Phone 672-6680

Fridge for sale, works good, White, \$100
Call 847-7820.

GUNS WANTED

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NOTICES

29 June 2017 Telegraph Journal

TENDER/GENERAL NOTICES



Millennium Drive Self-Storage Proposal

Rothsay Council has received an application from Kennebecasis Self-Storage to construct a self-storage facility that would include buildings containing storage locker units to be rented to tenants and a related rental office building containing a second story apartment for onsite management of the self-storage facility. The proposed new 1.10 hectare parcel will be subdivided from the parent parcel (PID 00066227) owned by Scott Brothers Ltd. The land in question is zoned Millennium Park Zone (MP) which allows for commercial uses where all development is controlled by way of a contractual agreement with Council.



The public is invited to a meeting on **Monday, July 10, 2017 at 7:00 p.m. at the Rothsay Town Hall, 70 Hampton Road,** whereby the applicant will present their development proposal to the public and to allow the public to provide their comments. Written comments will be received by the Town Clerk until Wednesday, July 5, 2017 (MaryleneBanks@rothsay.ca). Comments received will be provided to Rothsay Council for the **July 10, 2017** Council session following the meeting.

For more information regarding the proposal please contact Mr. Brian White, Director of Planning and Development, Rothsay, at (506) 848-6809 or BrianWhite@rothsay.ca.

PROVINCE OF NEW BRUNSWICK
COUNTY OF KINGS

TO: DALLAS PEACOCK AND DOUGLAS PEACOCK, ORIGINAL MORTGAGORS AND / OR OWNERS OF THE EQUITY OF REDEMPTION, AND TO ALL OTHERS WHOM IT MAY CONCERN

TAKE NOTICE that default having been made under a mortgage given by Dallas Peacock and Douglas Peacock, and registered in the Registrar of Land Titles for the District of New Brunswick as Number 357133 to Brian Heath, THERE WILL BE SOLD at public auction, pursuant to the power of sale conferred by section 44 of the Property Act, as amended or extended by the said Mortgage, for purposes of recovering the monies secured hereby at or near the lobby of 10 Peel Plaza, Saint John, New Brunswick on Thursday, July 27th, 2017 at 2:00 p.m., those lands and premises being situate at 12 Ballerlaw Court, Kingston, Kings County, and Province of New Brunswick and being PAN 05826388 and PID 30245799 and being more particularly described in the Certificate of Registered Ownership for the said property, together with all buildings and rights associated therewith. If a satisfactory offer is not received, the lands may be withdrawn from the said sale and later sold privately without further notice. Dated this 29th day of June, 2017.

STEPHEN J. HILL, Solicitors for Dan Heath
Elliott McCrea Hill
197 Main Street
Fredericton, NB
E3A 1E1
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Rothesay Council
July 10 2017

TO: Mary Jane Banks, Town Clerk

SUBMITTED BY:

Brian White, Director of Planning and Development Services

DATE: 5 July 2017

SUBJECT: Millennium Drive Self-Storage Proposal

RECOMMENDATION REPORT

RECOMMENDATION

Council HEREBY authorizes the Mayor and Clerk to into a development agreement, as amended, with Kennebecasis Self Storage for the development of a commercial self-storage facility on the proposed Lot 2017-1 off Millennium Drive (PID 00065227) as shown on the Tentative Plan Dwg. No. T-0659.

ORIGIN

On July 4, 2017 the Rothesay PAC reviewed an application by Kennebecasis Self-Storage Ltd. to construct a self-storage facility on lands off Millennium Drive and Wedgewood Drive. The proposal would include buildings containing storage lockers and a rental office building containing a second story apartment for onsite management of the facility. The proposed new 1.10 hectare parcel will be subdivided from the parent parcel (PID 00065227) owned by Scott Brothers Ltd.. In review of the application PAC passed the Motions that approved variances and recommended Council enter into a Development Agreement.

MOVED by Counc. Lewis and seconded by E. Gillis the Planning Advisory Committee recommends Council enter into a development agreement with Kennebecasis Self Storage for the development of a commercial self-storage facility on the proposed Lot 2017-1 off Millennium Drive (PID 00065227) as shown on the Tentative Plan Dwg. No. T-0659.

CARRIED.

Staff have revised the development agreement as directed. Several of the amendments are non-substantive and clerical in nature. The primary amendments, are to clarify requirements for storm water management and to clarify the developer's obligation to install berms to buffer the proposed development as shown on Schedule D.

DEVELOPMENT AGREEMENT

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

Parcel Identifiers
of Parcels Burdened
by Agreement: 00065227
(PID to be retired pending lot subdivision)

Owner of Land Parcel: **Kennebecasis Self-Storage Ltd.**
88 Hilltop Drive
Hampton, NB
E5N 5P2 (Hereinafter called the "Developer")

Agreement with: **Rothesay**
70 Hampton Road
Rothesay, NB
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 ## Millennium Drive (PID 00065227) 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 a commercial self-
storage facility on the Lands as described in Schedule A.

AND WHEREAS Rothesay Council did, on (INSERT DATE), authorize
the Mayor and Clerk to enter into a development agreement with Kennebecasis
Self-Storage Ltd. to develop a commercial self-storage facility on the Lands.

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 shall 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:
Schedule B Site Plan
Schedule C Elevations and Floor Plans
Schedule D Landscaping Detail (Berms)
2. The Developer agrees that the maximum area of all self-storage buildings
situated on the Lands indicated on Schedule A shall not exceed 2801 square
meters; the maximum area of the main business office building containing
office uses, mini-storage units, and a second storey staff apartment shall not
exceed 178 square meters.
3. The Town and Developer agree that the Development Officer may, at their
discretion, consider a reduction in the total area of all self-storage buildings
and the resulting applicable and necessary changes to Schedule B as non-
substantive and generally in conformance with this Agreement.
4. The Developer expressly agrees and understands that notwithstanding any
provision of the Town's Building By-laws or any statutory by-law or regulatory

provision to the contrary, the Building Inspector shall not issue a building permit to the Developer for work directly connected with the development of the Lands, nor shall the Developer be entitled to such a permit unless and until the Developer deposits with the Town an Irrevocable Letter of Credit from a Canadian Chartered Financial Institution or other security acceptable to the Town:

- a) Valued at 50% of the cost of construction to execute the Stormwater Management Plan and works approved by the Development Officer and Director of Operations pursuant to this agreement; and
- b) containing a provision that upon the expiration of a thirty-six (36) month term it be renewed and extended (with appropriate amendments to reduce the sum to an amount sufficient to recover the remaining work) from year to year until such time as the Town has accepted "final completion" of the work mentioned in this agreement.

Off-Site Disturbance

- 5. The Developer agrees that any disturbance to existing off site infrastructure resulting from the development, including but not limited to, streets, sidewalks, curbs and gutters, street trees, landscaped areas and utilities, shall be the full responsibility of the Developer, and shall be reinstated, removed, replaced or relocated by the Developer as directed by the Development Officer, in consultation with the Director of Operations.

Development Permit

- 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 approved a development permit for site grading, erosion and sedimentation control as issued by the Development Officer.
- 7. The Developer agrees that, notwithstanding that a site grading permit may be issued, the Development Officer shall not issue a development permit to the Developer for work directly connected with the construction of buildings on the Lands until the Developer submits the following plans acceptable to the Town:
 - 1. Storm water Management Plan as per PART 9 of this agreement; and
 - 2. Landscaping Plan that identifies specific details to provide a buffer or provide screening between the self-storage facility and adjacent residential properties as well as for general aesthetic enhancement.

Municipal Sidewalks

- 8. The Developer shall carry out and pay for the entire actual cost of a public sidewalk constructed to Town standards within the Town right-of-way along the entire frontage of the Land with Millennium Drive, subject to inspection and approval by the Director of Operations, including the following:
 - a) supply and maintenance of for a period of one (1) year the topsoil, sod, landscaping and the planting of street trees located every 10 meters, or an equivalent number planted in locations approved by the Town, along the length of the public road right-of-way where such trees are as follows:
 - i. Not smaller than six centimetres (6 cm) in diameter measured at a point being 2 meters above the root ball such trees species as approved by the Development Officer.

Storm Water Management

- 9. The Developer agrees to have a storm water management plan designed by a professional engineer so that the peak surface runoff rates discharged from the development shall not exceed pre-development peak discharge rates as

described in Schedule "D" Storm water Management for Millennium Park Zone of Zoning By-law 2-10.

10. The Developer agrees to carry out and pay for all costs related to the installation of a storm water management system, while ensuring compliance with applicable Town By-laws and subject to inspection and approval by the Director of Operations.
11. 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 Supply

12. In addition to and notwithstanding the payments committed elsewhere in this agreement the Developer agrees to pay the Town an amount, calculated by the Director of Operations in the manner set out in By-Law 7-04 Water By-Law as amended from time to time, for Permit Connection and Water System Access Fees, which shall be paid to the Town on issuance of the building permit.
13. The Town agrees to supply potable water for the commercial self-storage facility and the associated residential use incidental thereto and for no other purposes whatsoever.
14. The Developer agrees that the water supply shall not be used to service any water-to-air heat pump or exchanger and that there shall be no inter-connection with domestic wells.
15. The Developer agrees to provide and grant to the Town, its successors and assigns, unencumbered easements, in the form customarily used by the Town, which the Town might deem necessary to adequately provide for the operation and maintenance of storm water drainage, water supply systems including the water service laterals and fire hydrants.
16. 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. Further the Developer agrees to the following:
 - (a) The Developer agrees that a separate water meter shall be installed, at their expense, for each connection made to the Town Water System.
 - (b) The Developer agrees that the Town Council may terminate the Developer's connection to the Town water system in the event that the Town finds that the Developer is drawing water for an unauthorized purpose or for any other use that the Town deems in its absolute discretion.
17. The Developer agrees that all connections to the Town water mains shall be approved by the Director of Operations or such other person as is designated by the Town and shall occur at the sole expense of the Developer.
18. The Developer agrees that Town staff shall visually inspect the connection to the Town water mains before the connection is buried. In the event such connections are buried prior to inspection the Developer shall on the demand of Town Staff re-excavate such connections for inspection at no cost to the Town.
19. The written certification of a Professional Engineer, licenced to practice in the

Province of New Brunswick that the connection of service laterals and the connection to the existing town water supply has been satisfactorily completed and constructed in accordance with the Specifications for Developers is required prior to the occupation of any buildings or portions thereof.

Sanitary Sewer System

20. In addition to and notwithstanding the payments committed elsewhere in this agreement the Developer agrees to pay the Town an amount, calculated by the Director of Operations in the manner set out in By-Law 1-15 Sewage By-Law as amended from time to time, for Permit and Sewer Connection Fees which shall be paid to the Town on issuance of the building permit.
21. The Developer shall carry out, ensuring compliance with Town By-laws and Municipal Plan and 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 or laterals necessary to connect to the existing sanitary sewer system inclusive of all pipes, laterals, fittings, and precast concrete units. The Developer shall connect to the existing sanitary sewer system at a point to be determined by the Director of Operations. Connection to the Town sewer system will be made by directional drilling unless otherwise approved by the Director of Operations.
 - b. Providing and granting to the Town, its successors and assigns, unencumbered easements, in the form customarily used by the Town, which the Town might deem necessary to adequately provide for the operation and maintenance of the sanitary sewer inclusive of all pipes, laterals, fittings and precast concrete units crossing the Lands of the Developer.
 - c. 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 Specifications for Developers (hereinafter referred to as the "Specifications for Developers").
22. The Developer agrees that all connections to the Town sanitary sewer system shall be supervised by the Developer's professional engineer and inspected by Town staff prior to backfilling and shall occur at the sole expense of the Developer.

Lighting and Property Maintenance

23. The Developer agrees to direct all exterior lighting to driveways, parking areas, building entrances and walkways and that all exterior lighting shall be arranged or directed so as to divert the light away from adjacent residential lots and buildings.
24. The Developer agrees to install decorative pole lights, the style to be approved by the Town for illumination of the driveway and roadway frontage of the lot. The pole lights shall become the responsibility of the property owner and shall be maintained in a manner to ensure continuous operation.
25. The Developer shall maintain, at its own expense, the Lands, buildings or structures shown on the site plan in a condition appropriate to the area in which it is located, such determination to be made in accordance with standards prescribed by the Town.
26. The Developer agrees that refuse containers shall be located inside the self-storage facility compound yard in a location fully screened from adjacent properties and from streets and shall further ensure that all refuse is removed

regularly.

27. The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the interior and exterior of buildings, fencing, walkways, signage, parking areas and driveways, and the maintenance of all landscaping including the replacement of damaged or dead plant stock, trimming and litter control, garbage removal and snow removal/sanding of walkways and driveways.
28. The Developer expressly agrees and understands that notwithstanding any provision of the Town's Building By-Laws or any statutory by-law or regulatory provision to the contrary, the Building Inspector shall not issue a building permit to the Property Owner for work directly connected with the development of the Lands, nor shall the Property Owner be entitled to such a permit unless and until the Development Officer has approved the Site Plan submitted as part of the Development Permit process illustrating the precise size, location and configuration of the proposed building.

Indemnification

29. 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

30. 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 **KENNEBECASIS SELF-STORAGE LTD.**, 88 Hilltop Drive, Hampton, NB, E5N 5P2 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

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

Termination

32. 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.
33. Notwithstanding Part 32 (above), the Parties agree that the 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.

34. 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

35. The Town and Developer agree that no Occupancy Permit shall be issued by the Town until the Developer has complied with all applicable provisions of this Agreement and the Zoning By-law and with the terms and conditions of all permits, licenses, and approvals as required to be obtained by the Developer.
36. Notwithstanding Part 35 (above), 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 plan infrastructure; the sidewalk along Millennium Drive and site 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 sidewalk, landscaping or storm water plan infrastructure are not substantially 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 work as set out in this Agreement;
 - c. the Developer agrees to reimburse the Town for 100% of all costs exceeding the security necessary to complete the work as set out in 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.

Entire Agreement

37. 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

38. If any paragraph or part of this agreement is found to be illegal or beyond the power 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

39. 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

Kennebecasis Self-Storage Ltd.

Witness:

MARK A. REID, Director,
Kennebecasis Self-Storage Ltd.

Rothestay:

Witness:

Mayor

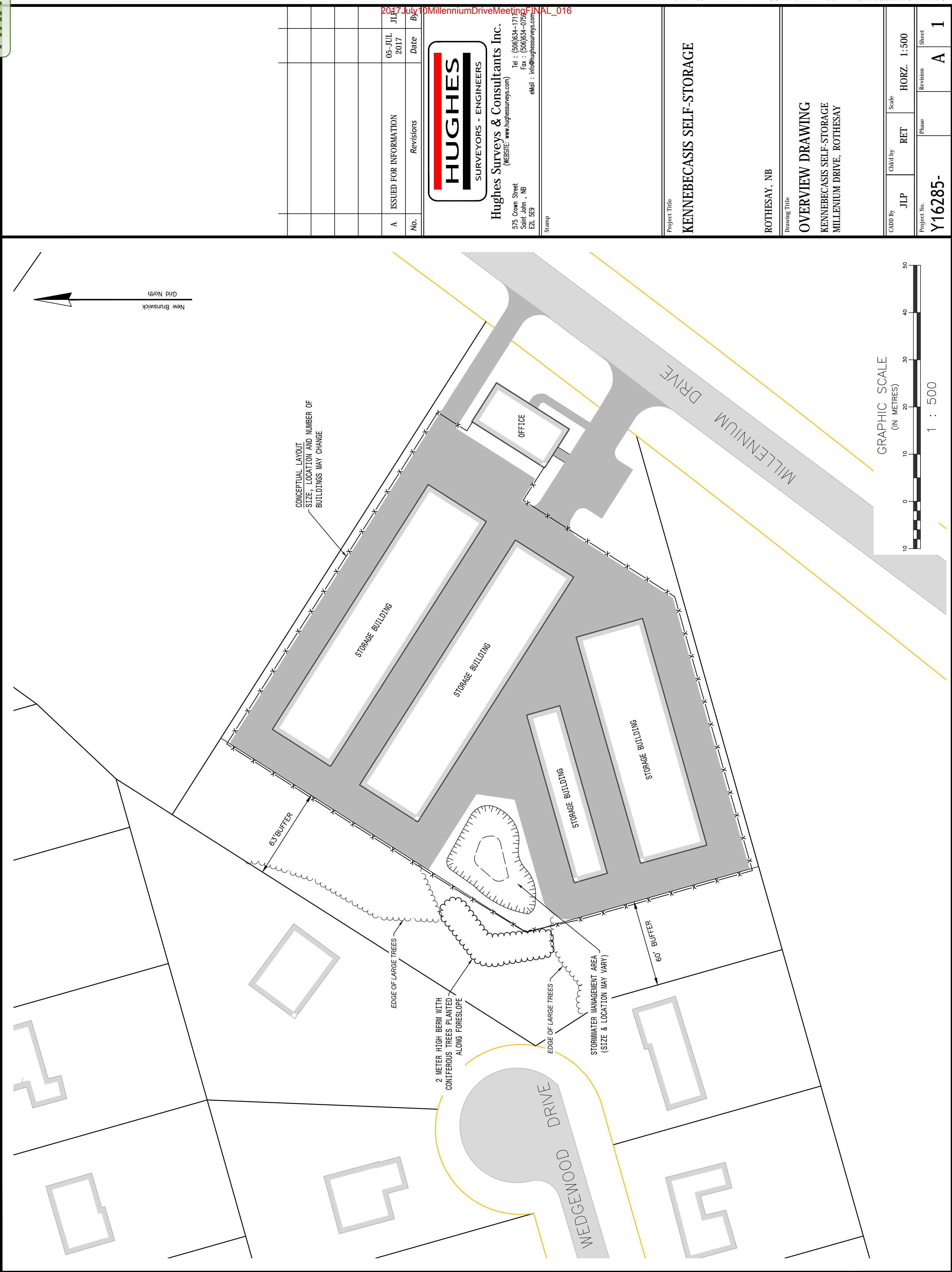
Witness:

Clerk

SCHEDULE A

PID 00065227

(PID to be retired pending lot subdivision)



2017 July 10 Millennium Drive Meeting FINAL_016



SURVEYORS - ENGINEERS

Hughes Surveys & Consultants Inc.
(WEBSITE: www.hughessurveys.com)

575 Crown Street
Saint John, NB
E2L 5E9

Tel : (506)634-1717
Fax : (506)634-0795

eMail : info@hughessurveys.com

Stamp

Project Title

KENNEBECASIS SELF-STORAGE

ROTHESAY, NB

Drawing Title

OVERVIEW DRAWING

KENNEBECASIS SELF-STORAGE
MILLENNIUM DRIVE, ROTHESAY

CADD By

JLP

Chkd by

RET

Scale

HORZ. 1:500

Project No.

Y16285-

Phase

Revision

A

Sheet

1

AFFIDAVIT OF CORPORATE EXECUTION

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

Deponent:

Mark A. Reid

Mark A. Reid
Kennebecasis Self-Storage Ltd.
88 Hilltop Drive
Hampton, NB
E5N 5P2

Office Held by Deponent:

Director

Corporation:

Kennebecasis Self-Storage Ltd.

Place of Execution:

Rothsay, Province of New Brunswick.

Date of Execution:

_____, 2017.

I, **Mark A. Reid**, 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 “**Mark A. Reid**” 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 town of
Rothsay, in the County of Kings,)
and Province of New Brunswick,)
This ____ day of _____, 2017)
)

BEFORE ME:

)
)
)
)
_____) Mark A. Reid
Commissioner of Oaths

AFFIDAVIT OF CORPORATE EXECUTION

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

Deponent: MARY JANE E. BANKS

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

Office Held by Deponent: Clerk

Corporation: Rothsay

Other Officer Who Executed the Instrument: NANCY E. GRANT

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

Office Held by Other Officer Who Executed the Instrument: Mayor

Place of Execution: Rothsay, 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 Rothsay, 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
Rothsay, in the County of Kings,)
and Province of New Brunswick,)
This ____ day of _____, 2017.)
)
BEFORE ME:)

Commissioner of Oaths) **MARY JANE E. BANKS**



2017 July 10 Millennium Drive Meeting FINAL_019

ROTHESAY

MEMORANDUM



TO : Mayor and Council
FROM : Recording Secretary, Planning Advisory Committee
DATE : July 5, 2017
RE : Motion Passed at July 4, 2017 Meeting

Please be advised the Planning Advisory Committee passed the following motion at its regular meeting on Tuesday, July 4, 2017:

MOVED ... and seconded ... the Planning Advisory Committee recommends Council accept the amount of \$11,880.00 as cash in lieu of Land for Public Purposes for the subdivision of land off Millennium Drive (PID 00065227) to create the proposed Lot 2017-1 as shown on the Tentative Plan Dwg. No. T-0659.

CARRIED.

Respectfully submitted,

Liz Pomeroy



To: Chair and Members of Rothesay Planning Advisory Committee

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

Date: Thursday, June 29, 2017

Subject: One Lot Subdivision & Development Agreement – Commercial Self Storage

Applicant:	Mark A. Reid, Director	Property Owner:	Scott Brothers Ltd.
Mailing Address:	Kennebecasis Self-Storage Ltd. 88 Hilltop Drive Hampton, NB E5N 5P2	Mailing Address:	PO Box 4697 Rothesay, NB, E2E 5X4
Property Location:	Millennium Drive	PID:	00065227
Plan Designation:	Business Park	Zone:	Millennium Park (MP)
Application For:	1 Lot Subdivision & Development Agreement		
Input from Other Sources:	Director of Operations		

ORIGIN:

An application from Mark A. Reid, on behalf of Kennebecasis Self-Storage Ltd. requesting a development agreement to allow for a commercial self-storage facility. (See Attachment A) Coinciding with Mr. Reid's application the land owner Scott Brothers Ltd. have submitted a separate application to create a new single 1.10ha (2.7 acres) lot (LOT 2017-1) through subdivision to accommodate the Kennebecasis Self-Storage proposal.

BACKGROUND:

The Kennebecasis Self-Storage proposal to construct a commercial self-storage facility would include several self-storage buildings containing "storage units" to be rented to tenants, usually on a short-term basis (often month-to-month); one (1) related main business office building containing office uses, indoor mini-storage units, and a second story apartment for onsite management of the facility. The proposed new 1.10 hectare parcel will be subdivided from the parent parcel (PID 00065227) owned by Scott Brothers Ltd. The land in question is zoned Millennium Park Zone [MP] which allows for commercial, residential and institutional uses in an integrated development area where all development is controlled by agreement with Council.



Figure 1 - Subject Parcel off Millennium Drive

The approval process for any new development within the Millennium Park zone is subject to a development agreement with Council. The process for bringing the agreement into place requires that the applicant present their proposal in a public forum. This will allow the community to become familiar with the proposal, provide comment and in this manner ensure that the agreement addresses community principles and is complementary to the existing neighbourhood. A presentation has been scheduled before Council on July 10th, 2017.



Figure 2 - Street view of Main Office for Kennebecasis Self-Storage

In consideration of the application and support of the proposed development agreement PAC will note that the self-storage proposal does not strictly comply with the zoning by-law and requires both a variance and determination as a similar or compatible use.

Municipal Plan

Rothsay's Municipal Plan contains the overview of how the community should generally be developed and while municipal planning embraces zoning, the converse does not hold true. They are not convertible terms. Zoning is not devoid of planning, but it does not include the whole of planning. Zoning is separation of the municipality into distinct areas (zones), and the regulation of buildings and structures according to their construction, and the nature and extent of their use, and the nature and extent of uses of land. Planning by means of the Municipal Plan has a much broader scope and connotation. The plan has, in its view, the physical development of Rothsay and its environs in relation to its social and economic well-being for the fulfillment of community values based on public input and background studies of present conditions and the prospects of future growth while adhering to professional planning standards and statutory requirements.

In Rothsay the Municipal Plan designated three areas of the Town primarily for commercial use as follows:

1. Hampton Road from the Town Hall to the Quispamsis boundary;
2. the area along the Marr Road and northwest of the intersection of Marr Road and Campbell Drive; and
3. the area along Millennium Drive.

Each of these areas has somewhat different characteristics and is dealt with individually in the Municipal Plan. Section 8.3 of the Municipal Plan contains a pre-amble that introduces and provides background to the GOALS and POLICY statements, the preamble reads as follows:

"8.3. MILLENNIUM PARK

8.3.1 CONTEXT

This area, bordered by Campbell Drive, Millennium Drive and Donlyn Drive and the residential neighbourhood to the north, is highly desirable for commercial enterprises for its excellent location with exposure to passing traffic on the Mackay Highway and convenient access to the Saint John Airport and the Provincial highway system. The location of this area, together with the accessibility to the major highway corridor in New Brunswick, is considered to be prime real estate for commercial development. In keeping with sustainable community principles commercial development can be augmented by residential and institutional uses and

support adequate green space for public use. It is this integrated approach which will guide the development of this area.

In the previous plan, this area was designated as Business Park. The concept was that the area would attract technology related businesses, professional offices, general and government offices and small scale retail uses drawing low volumes of traffic generally associated with professional services or technical expertise.

In 2005, a development proposal was considered by Council for this area which involved a large retail store. While the area has obvious attractions, it abuts an established residential neighbourhood. This application generated a lot of interest from the community and highlighted the importance of planning for a compatible development. The competing interests for the area have spurred a need to re-evaluate the goals and objectives.

The intent of permitting commercial activities in this area is not to duplicate or substitute for the types of enterprises found in the other two commercial districts but to allow for a variety of services which will support the community. In keeping with this approach, it is evident that there will be opportunities for low rise professional services buildings, retail stores, hotels and restaurants. An emphasis should be placed encouraging interesting architecture and exemplary landscaping to allow for a visually appealing area which is functional. It is also feasible that these types of developments can complement and support higher density upscale residential developments.

All proposals will be evaluated for their contribution to the overall storm water management plan developed by the Town. As well, a portion of the trail system presented in the Recreation Master Plan (2009) will be developed in the Millennium Park area. All developers in this area will be required to contribute to the trail and green space either monetarily or by providing the necessary land. Development proposals which meet the intent of this plan will be considered by Council. Additional aesthetic design standards may be considered by the Council to ensure developments meet the overall vision of the community.

Each development proposal for this area will be subject to a Development Agreement. As part of the process for bringing the agreement into place, each applicant will be required to present their proposal in a public forum. This will allow the community to become familiar with the proposal, provide comment and ensure that the agreements address sustainable community principles and are complementary to the existing neighbourhoods.”

While the preamble provides the plan, background and context the content of the plan is specifically expressed in a broad-spectrum through the GOALS and POLICY which are established more specifically in the Zoning By-law. For greater emphasis the purpose of the Plan is to give guidance to the very specific (e.g. heights, distances, square feet) nature of zoning by-law. Staff generally look to the Municipal Plan to determine whether the spirit and general intent is being met in the proposed development. ***The biggest obstacle the applicant must overcome is the negative perception people have about self-storage, this is not Staff's role.*** In support of their application the owners have indicated that storage customers include but are not limited to:

- a) Apartment residents especially as apartment unit sizes decrease;
- b) Single family households;
- c) People staging homes to sell;
- d) People in between homes;
- e) Families in flux: divorce, estate management, marriage;
- f) Businesses (start-up companies, medical records, files, contractors, landscapers, excess inventory, equipment, real estate signs etc.);
- g) Pharmaceutical representatives;
- h) Home occupations;
- i) Minor sports and recreational leagues (ex. minor hockey, soccer, etc.)

The point being that self-storage is largely the type of business that supports community growth and change and is a needed facility.

Staff have reviewed the Municipal Plan “Millennium Park” Goals and Policy and offer the following comments:

8.3.2 GOALS	Staff Comment
<ul style="list-style-type: none"> To facilitate development of a range of uses that will support the integrated development concept. 	A self-storage facility would represent a support use that could contribute to a wider range of uses in a

	fully developed “integrated development concept” it is on the other hand <u>not an anchor tenant</u> in a larger commercial development scheme.
<ul style="list-style-type: none"> To take advantage of the many positive attributes of the area while enabling development, which are sustainable and meet the needs of the community. 	Self-storage is a seemingly necessary business that facilitates both small business storage needs as well as downsizing needs for an aging population.
<ul style="list-style-type: none"> To ensure there are minimal negative effects on the adjacent residential properties. 	The applicants have met with the immediately adjacent neighbours and oriented the development away from these properties to their best ability.
<ul style="list-style-type: none"> To coordinate development on Millennium Drive with that in Quispamsis to ensure that land uses across the two towns are complementary aesthetically and in their functionality. 	The development standards and approach is consistent with other developments on Millennium Drive in Quispamsis.
<ul style="list-style-type: none"> To ensure that the area is developed to a high standard of architectural design, sustainable design and landscape design. 	The applicant has enlisted services of a professional designer to prepare renderings and layouts of the proposed buildings. Staff note that the landscaping is limited to the 19m and 18m buffers along the of adjacent properties and the frontage along Millennium Drive.
8.3.3 POLICY	Staff Comment
a) Council will consider the development of standards which should address the following; <ol style="list-style-type: none"> Energy efficiency Water conservation Waste water reduction Storm water control Light pollution minimization Parking lot design Landscaping Architectural design of buildings and structures 	Policy guides staff to prepare specific zoning controls or requirements. Policy does not obligate the developer.
b) Council will require that all developments for this designation be governed by Development Agreements. Further, Council will require that prior to approving such an agreement, the public has the opportunity to review the proposal.	Public presentation is scheduled for July 10, 2017 as such the procedural requirements are being followed.
c) Council will establish high standards for any development in this area to ensure that the area reflects the image of a gateway into the community.	The property has a small frontage with a well-designed office building fronting onto Millennium Drive.
d) Council will require that development is designed and constructed to a high standard with landscaped space designed by a qualified professional;	The office building has traditional saltbox house design which is a traditional New England style of house with a long, pitched roof that slopes down to the back. The zoning requirement includes 10m landscaped buffers which have been increased to 19m and 18m along the neighbouring properties.
e) Council will, through the Zoning By-law, provide for limitations on outside storage in commercial areas, provide for green space in all areas, limit the height of all buildings and minimize light pollution.	The MP Zone contains specific “ Outside Storage/Display ” controls and requirements that are being met in the current development proposal. The development agreement also includes specific clauses regarding the building lighting.
f) Council will require pedestrian pathways to be included in any design proposal such that there are adequate and appropriate connections between developments and residential properties.	The MP Zone contains specific requirement that the developer must construct public sidewalk along Millennium Drive this requirement is included in the development agreement.
g) Council will require that the trail system identified in the Recreation Master Plan (2009) be developed in this area. As well, Council will require that adequate green space	The 2009 Recreation Master Plan does not recommend specific trail linkages in this area. The proposal includes larger buffers than required and

be provided in association with the overall development of the lands.	good screening from Millennium Drive.
h) Council may consider the appearance of buildings, the setbacks, parking lot design, lighting, landscaping, control of outside storage and display, provision of appropriate buffers for abutting residential properties and provide for an adequate and appropriate pedestrian circulation network.	Staff believe that the development proposal addresses all of the policy points.
i) All surface drainage shall be managed in such a way as to minimize downstream impacts. Where feasible, surface drainage shall be permitted to recharge the aquifer.	The proposed site plan for the development includes a large area for storm water management, and a requirement in the development agreement to submit a storm water plan from a professional engineer.

Similar or Compatible Use

As previously noted the zoning of the property does not explicitly allow for self-storage, however, Section 1.4.3 of the zoning by-law allows PAC to consider the proposal as a “Similar or Compatible Use”. The zoning by-law states that PAC may permit a proposed use of the land or building that is otherwise not permitted under the Zoning By-law if, in its opinion, the proposed use is sufficiently similar to or compatible with a use permitted in which the land or building is situated. When determining if a use is similar or compatible the PAC is required to consider a potential land use conflicts specifically with respect to the items as follows:

Land Use Conflict Concern	Staff Observations
i. noise	Staff do not anticipate or expect noise concerns with the operation of the self-storage facility.
ii. parking	The proposal includes sufficient parking.
iii. provision of screening	The facility is oriented such that it is predominantly screened from the adjacent residential uses and visible primarily from Millennium Drive.
iv. quality and amount of landscaping and buffering	The site plan includes large buffers and landscaping around the storage lockers and the main office building.
v. quantity of traffic generation	Staff assessment is that the trip generation rates for the self-storage facility are among the lowest rates for commercial businesses and therefore can be easily accommodated within the existing street network.
vi. scale and form of building	The storage buildings are utilitarian and lack architectural interest. The main office building is a simple saltbox design being a traditional New England style of building with a long, pitched roof that slopes down to the back.
vii. any additional information required by the Committee to evaluate the proposal	To ensure that public safety (Fire and Police) emergency vehicles have adequate access to the gated self-storage facility, Staff would require that the Applicant coordinate with the Fire and Police regarding technology or other methods to allow adequate and timely access of emergency vehicles through the security gate of the self-storage facility. Staff are also interested in reviewing the proposed commercial signage for the proposed business and including conditions that would regulate the amount and aesthetics of the signage.

Proximity to Residential

The zoning by-law contains a specific requirement that “Only moderate density garden homes or town houses shall be developed adjacent to residentially zoned properties.” The proposal would require a 100% variance to relieve the developer of this obligation. The intention of the requirement is to reduce potential land use conflicts between commercial uses and residential properties. Staff believe that the self-storage proposal is a commercial use that is less intensive than many other of commercial uses permitted within the zone and therefore is potentially compatible with its residential neighbours. The primary consideration for PAC is whether or not the specific proposal is as compatible as the requirement for residential.

The configuration property boundaries at the end of the Wedgewood Drive cul-de-sac is such that private property would need to be acquired in order to have road access for “moderate density garden homes or town houses”. Staff are also aware that the requirement for “moderate density garden homes or town houses” adjacent to existing single family could also have the potential for land use conflicts be increasing the density. Perceived density is affected by landscaping, aesthetics, noise, and building type. Often, when people say an area is too dense, they base this assessment on a perception that a development is ugly, has little vegetation, and has caused parking problems for neighbours, rather than a count of the actual number of units per acre. Design can make an enormous difference to perceived density.

In the case of the applicant’s proposal Staff do consider larger than 10m landscaped buffers which have been increased to 19m and 18m along the closest neighbouring properties would offer good mitigation for adjacent residential properties.

Development Agreement:

Staff have reviewed the revised proposal and a draft agreement is attached (see Attachment B) that includes the requirements to construct a specific proposal including as follows:

- A. Architectural plans for the main office;
- B. Landscaping plans;
- C. engineering drawings and a commitment to construct a sidewalk along Millennium Drive; and
- D. a storm water management plan.

In consideration of such a facility, Council may consider additional architectural design standards to ensure the development meet the overall community vision and include these as a term of the agreement.

One Lot Subdivision (Cash in Lieu of LPP)

The joint submission application by Scott Brothers Ltd. includes a proposal to subdivide the parent parcel (PID 00065227) to create a new 11000m² lot. The proposed lot (see Attachment C) requires no variances however; the applicant is not proposing that the Town accept any land for public purposes. Staff did observe that the property appears to contain a common footpath from the end of Wedgewood Drive connecting to Donlyn Drive. In lieu of land set aside under Section 5.1¹, Council requires that a sum of money be paid to the municipality for 8% of the market value of the land in the proposed subdivision. When the subdivision plan is submitted for approval the market value of the land is calculated using the value of \$13.50 per square meter stated in Schedule C of By-law 4-10 for all proposed lots within the subdivision.

If the applicant disagrees with the Town’s calculation of the land’s market value of \$148,500, they have the option of retaining, at their cost, a certified, independent appraiser to determine the true market value of the land. The required cash-in-lieu is calculated as follows:

Value of Land per square meter	Total Area of Proposed Lots	Estimated Value of New Lots (\$13.50 x 11000m ²)	LPP Cash in Lieu 8% of Estimated Value (\$ 148,500 x 8%)
\$13.50 / m ²	11000m ²	\$ 148,500	\$ 11,880.00

LPP Calculation:

The proposed cash in lieu of Land for Public Purposes amount of **\$ 11,880.00** for the proposed Lot 2017-1 (11000m²) complies with Rothesay Subdivision By-law No. 4-10.

Community Engagement

The most significant aspect of this proposal would be the removal of the zoning requirement to locate medium density housing abutting the residential properties at the end of Wedgewood Drive. Staff did on behalf of PAC conduct a poll of the neighbouring properties regarding the variances and conditional uses being sought by Kennebecasis Self-Storage. Staff received and have attached the responses which are largely not supportive of the development. One of the respondents wrote, *“Storage facilities are not listed as a possible commercial use and for good reason-they are not visually appealing in any way, nor to they add positively to the residential character of this area. This development does not in any way reflect the image of a gateway into the community.”*

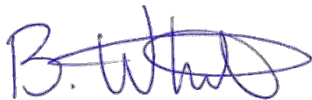
¹ Rothesay Subdivision By-law No. 4-10: Section 5.1 Land For Public Purposes - Amount of Land to be Provided to the Town
As a condition of approval of a subdivision plan, land in the amount of ten percent (10%) of the area of the subdivision, exclusive of the public streets, at such a location as assented to by Council pursuant to the Act, is to be set aside as “Land for Public Purposes” and so indicated on the plan.

Staff would generally agree that self-storage facilities have a legacy of being un-appealing. In this instance the storage lockers share that legacy however the lockers are predominately obscured by the two storey office building located along the narrow ~40 m lot frontage. Staff also agree with the public that this development as a stand-alone project does not reflect the intent of creating a gateway into Rothesay. However, it would be appropriate to consider that this development represents only a small portion of an otherwise large amount of undeveloped land and accordingly it is reasonable to consider that future development of the area may indeed realize this vision. Staff believe that the proposed use is largely benign in that it neither supports or detracts from any future area development. Additionally, over a much longer term the development of the area might see such uses as self-storage evolving into a “higher and better use” should economic conditions change.

Recommendation:

It is recommended THAT the Planning Advisory Committee CONSIDER the following Motions:

- A. Rothesay PAC hereby GRANTS a Variance to Rothesay Zoning By-law 2-10 allowing for the proposed self-storage facility in lieu of the required moderate density garden homes or town houses adjacent to residentially zoned properties.
- B. Rothesay PAC hereby approves the self-storage facility as a Compatible Use on the land off Millennium Drive (PID 00065227) on the proposed Lot 2017-1 subject to Council entering into a development agreement.
- C. Rothesay PAC hereby recommends the Council enter into an agreement with Kennebecasis Self Storage for the development of a commercial self-storage facility on the proposed Lot 2017-1 off Millennium Drive as shown on the Tentative Plan Dwg. No. T-0659.
- D. Rothesay PAC hereby recommends that Council accept the amount of \$11,880.00 as cash in lieu of Land for Public Purposes for the subdivision of land off Millennium Drive (PID 00065227) to create the proposed Lot 2017-1 as shown on the Tentative Plan Dwg. No. T-0659.



Report Prepared by: Brian L. White, MCIP, RPP

Date: Thursday, June 29, 2017

Attachments:

Attachment A	Polling Results
Attachment B	Proposed Development Agreement
Attachment C	Proposed Plan of Subdivision

2017July10MillenniumDriveMeetingFINAL_027

From: [REDACTED]
To: [REDACTED]
Subject: FW: Website Contact message
Date: 28 June 2017 8:03:43 AM

-----Original Message-----

From: rothesay-noreply@thepulsegroup.ca [REDACTED]
Sent: June-28-17 8:01 AM
To: Rothesay Info
Subject: Website Contact message

Name: [REDACTED]
Street Address: 11 Wedgewood Drive
Phone: [REDACTED]
Email: [REDACTED]

Comments: I am feeling pretty annoyed that my summer is going to be occupied by yet another attempt to build on the green space along millennium Drive and use our well thought out bylaws as they please. Do not let this happen to our beautiful town .

THIS IS FOR THE PAC

From: [REDACTED]
To: [REDACTED]
Cc: [REDACTED]
Subject: Proposed Self-Storage Facility - Millenium Drive
Date: 29 June 2017 12:07:08 PM
Attachments: [image001.png](#)
[Partial PL-1 Markup B. King June 29, 2017.pdf](#)

Hi Brian,

Yes, I would like the original response, below, to be forwarded for PAC review as well as the following reponse to the revised proposal. The original communication captures the immediate concerns of the adjacent property owners and should be considered part of the developer's proposal process on the record as such. All of these concerns remain intact throughout the review and approval process for both PAC and Rothesay Council, with the exception of the property setback buffer dimensions which have been revised to approximately 60 feet and have been deemed acceptable for both myself and Dan Roy (43 Wedgewood Drive). Having not heard any further clarification or revisions to my MOU from the developer, can we assume that this interpretation has been agreed to on their behalf?

With regards to the revised PL-1 Plan Layout, dated June 8th, 2017 Dan Roy and myself have some remaining concerns:

- 1) Stormwater Management – Existing catch basin, piping and natural drainage locations are as shown marked up on the attached partial PL-1 in **red**. We have concerns that the new Stormwater Management Area may not be sufficient to adequately handle the volume of water that will be created from this development with a large asphalt surface and related building structure runoff. Has this been considered in detail by the developer's consultant? Also, do they anticipate from the actuarial records, that the Stormwater Retention Area will be full and stagnant with water during the warmer months (April – October)? If so, this will rapidly become a prime breeding area for mosquitos and similar pests. We don't currently have that problem.
- 2) What will the T.O.G. (Top-of-Grade) be for the finished asphalt surface versus the undisturbed buffer zone immediately WSW towards 48 Wedgewood Drive. I expect that once the trees, roots and topsoil are removed down to glacial till, the difference will be at least 3-4 feet from one side of the setback to the other. Where will this elevation gradient differential be made up? If the extent of curb and asphalt are firmly defined for access around the buildings, will the developer be installing some sort of short retaining wall along this line?
- 3) The area immediately off the end of Wedgewood Drive ENE will be left bare to accommodate the Stormwater Management Retention Area, with a chain-link fence and buildings in plain view beyond the cul-de-sac and adjacent properties. In addition to the infill screen planting currently shown, we would request a full cedar hedge be planted in front of the fence (as shown) to further screen the development from view.

Please forward this communication and the previous communication in their entirety to PAC and Rothesay Town Council for their consideration.

Thank you,

Bruce King

48 Wedgewood Drive,
Rothesay, NB

From: Brian White [mailto:BrianWhite@rothesay.ca]
Sent: Wednesday, 28 June, 2017 3:28 PM
To: King, Bruce
Subject: RE: Proposed Self-Storage Facility - Millenium Drive

Bruce,

Did you want to have this letter go forward to PAC or do you have a revised letter?

Brian



Brian L. White, MCIP, RPP
Director of Planning and Development Services
Rothesay
70 Hampton Road
Rothesay, New Brunswick
Phone 506 848-6609
Fax 506 848-6677
brianwhite@rothesay.ca

From: King, Bruce [REDACTED]
Sent: 01 June 2017 12:50 PM
To: Mark Reid [REDACTED]
Cc: Brian White; Dan Roy [REDACTED] Bruce King
Subject: Proposed Self-Storage Facility - Millenium Drive

Hi Mark,

As discussed last week, I am following up with a Memorandum of Understanding (MOU) which details my interpretation of our meeting on April 18th, 2017.

Memorandum of Understanding – Introductory Meeting:

- Meeting held at residence of Bruce & Dawson King at 6:30 PM to discuss the

2017July10MillenniumDriveMeetingFINAL_030

development proposal from Reid & Associates for a new Self-Storage Facility, immediately adjacent to the properties of Dan & Wendy Roy (43 Wedgewood Drive), and Bruce & Dawson King (48 Wedgewood Drive).

- Attendees: Mark Reid, Brian Reid, Dan & Wendy Roy, Bruce & Dawson King.
- Materials: Original form Site Plan (SP-1) indicating general arrangement of properties and locations of eight (8) new buildings, as superimposed on satellite view of general area, by Polyline Designs, for Concept Only, dated April 12, 2017.
- Referencing the above SP-1 drawing, the following details were provided to the Roys and Kings by the developer:
 - Property line setback on WSW (adjacent to Kings) of 10 meters (33 feet).
Property line setback on WNW (adjacent to Roys) of 30 meters (98 feet).
 - Perimeter chain-link fencing 6'-8' high to be installed on setback line.
Privacy slats discussion point.
 - Ground surface within the fenced area all around the eight (8) new buildings to be concrete curbed with asphalt paving.
 - Entrance / Exit to Millenium Drive only.
 - All storage buildings (7) to be single storey, except office building to be two (2) storey with apartment on 2nd floor for property manager.
 - Cladding for all storage buildings to be vinyl siding. Stone masonry on building ends and on office. Discussion point.
 - Downcast lighting on buildings only, no pole lighting.
 - Security access into property for clients.
 - Services of engineering firm have been retained for site water run-off management. Specifically to manage water runoff to Millenium Drive SSE and/or retention pond WNW.
 - Storm water retention pond included as part of water run-off management plan, approximate location as shown on SP-1.
 - Proposed walking trail rejected outright by the Roys and Kings to eliminate possibility of loitering and/or mischief in the area.
 - Setback area (between property lines and fencing on WNW and WSW to be left in existing condition, with the exception of the addition of the storm water retention pond and grading. Additional buffer trees shall be planted in the setback area.

After having reviewed the above information and by conducting my own field inspection I have also prepared some considerations for your review:

Post-Meeting Considerations:

- A natural berm exists between my property line and the location of Building 7, the last building at the West end of the proposed development, almost exactly at the setback line. This berm runs parallel to the proposed structure and is in my estimation, the highest point on the property. Using the dimensions shown on SP-1 and physically walking the area, I am curious as to how the setback will remain undisturbed while allowing for the approximate 5 meter wide paved surface from the fence to the building? Is it your intention to install a permanent retaining wall along this berm?

There does not appear to be sufficient lateral space to adequately address the natural decline (angle of repose) down to the asphalt elevation from the fence line. I am also curious as to what the "top-of-grade", or asphalt elevation for the entire property will be relative to the top of this berm (assuming a single elevation with drainage grading).

- I am proposing that Building 7 be moved to the location immediately north west of Building 1, in line with Building 1's long side but turned 90 degrees. See attached markup. Allowing for egress to and around Building 7 would move the retention pond northwest but not any further than the existing drainage ditch is currently located. This would eliminate some of your elevation issue but also hide more of the development from my vantage point but also from the Roys and actually other neighbours on the street. Until you physically walk the lines and locations it is difficult to truly understand the close proximity of the development to Wedgewood Drive. From scaling SP-1 using the existing sizes and spacings shown, I have determined that the revised physical distance from both the Roy's and King's property lines to the nearest structure would be almost identical at 2.6 cm. **I was unable to convert this to meters or feet because the scale shown on SP-1 appears to be incorrect when one scales the actual dimensions on the drawing.**

Overall Perspective:

Immediately following the meeting on April 18th, I came away with the perspective that if we were going to have some development next to us inevitably, this would be about as good as we could ask for. An initial construction period followed by a flurry of activity as the units were filled, followed by very little commotion as the nature of the business ensued. People generally store their belongings in these places and rarely return, maybe once or twice a year at most. There would be no elevated lighting, no obvious harmful effluent possibilities, and the overall hydrological plan appeared to be handled by professionals as per the town's planning bylaws.

The only issue that remained was the physical location of the development. Looking at the drawing provided, I think I was somewhat naïve as to what these lines and shapes meant as it actually applied to my property. The SP-1 rendering (attached) was a basic airphoto or satellite perspective with property lines, setbacks and building shapes superimposed over-top. The minimal dimensions shown were very tiny and almost illegible. And the overall clarity of the rendering as the lines and shapes applied to existing landmarks was obscured by a distinct shadow effect from Southeast to Northwest. The photo must have been taken early in the day. I was unable to see exactly where tree lines actually started and stopped. I found this disconcerting so I grabbed my 50' tape and started measuring and flagging my own approximate setback lines as scaled off the drawing. What I found is that a ten (10) meter setback is not very far at all. This development would be closer than the average house spacing in our neighborhood. And the front West corner would be protruding out of the woods in plain sight from the street, no matter how many trees were planted. I couldn't understand why this had to be when there was obviously plenty of available land on the other side of the property which could be used with minimal exposure to the surrounding properties. In fact, the current natural forestation surrounding this corner of the property would almost completely hide the development from surrounding dwellings.

From previous experience with developer's proposals I know that multiple applications in this area between Wedgewood and Millenium allowed for a 25 meter setback from existing property lines. This development is offering a 10 meter setback from my property line when there is plenty of available space within the property Northwest from Millenium Drive in an area far less intrusive to the surrounding neighbourhood.

As such, I am **opposed** to this development as currently shown when a mutually beneficial plan can be easily achieved. Please review the memo and considerations. I am certain we can come to agreeable terms for all parties.

Thank you,

Bruce

Bruce King BScs, AIT

Scheduler - Project Services

Point Lepreau Generating Station

P: [REDACTED]

C: [REDACTED]

E-Mail: [REDACTED]

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From: [REDACTED]
To: [REDACTED]
Cc: [REDACTED]
Subject: Proposed Kennebecasis Self Storage Development Millennium Drive
Date: 28 June 2017 12:53:30 AM
Attachments: [pastedImage.png](#)
[pastedImage.png](#)

Brian, PAC Committee Members,

Although I do not live directly next to the area for the proposed commercial development (Kennebecasis Self Storage) for Millennium Park; I am very concerned that yet again the Rothesay PAC Committee is being asked to consider a development proposal that is NOT in alignment with either the bylaws or the guiding principals of the Millennium Park Zone.

I have included paragraph 4, section 8.3.1 which clearly states the objectives of the special designation for this area.

The intent of permitting commercial activities in this area is not to duplicate or substitute for the types of enterprises found in the other two commercial districts but to allow for a variety of services which will support the community. In keeping with this approach, it is evident that there will be opportunities for low rise professional services buildings, retail stores, hotels and restaurants. An emphasis should be placed encouraging interesting architecture and exemplary landscaping to allow for a visually appealing area which is functional. It is also feasible that these types of developments can complement and support higher density up-scale residential developments.

Storage facilities are not listed as a possible commercial use and for good reason-they are not visually appealing in any way, nor to they add positively to the residential character of this area. This development does not in any way reflect the image of a gateway into the community. (8.3.3 (c)).

It specifically states in bylaw #02-10, 4.14 the following:

Only moderate density garden homes or town houses shall be developed adjacent to residentially zoned properties.

I not quite sure how this development could be remotely interpreted as being similar or even compatible with the development standard set out in the bylaw.

I will make every effort to attend the PAC meeting this coming Monday in an effort to understand why this development is even being considered.

A great deal of input was given to the Town Staff and Council when the last municipal plan was created, hence the special designation for Millennium Drive.

I would ask with all due respect that developers be strongly encouraged to put forward developments for the Millennium Park area that **actually meet the zoning bylaws and guiding principles of the current municipal plan versus constantly asking for exceptions/variances etc..**

As a resident of this area for over 17 years I personally feel our entire neighborhood (fairvale/sunset acres) has been under constant siege since the placement of a "collector road" now known as Millennium Drive was built over 10 years ago to take pressure off of the "significant traffic congestion" which was occurring on the old Hampton road. (That was the primary reason given by Mayor Bill Artiss as to the necessity for the road).

I am asking the PAC committee to not recommend approval of the proposed Kennebecasis Self Storage development to council.

Thank you

Sincerely,

A solid black rectangular box used to redact the signature of the sender.

June 28, 2017

27 Wedgewood Drive
Rothesay, N.B.
E2E 3P8

To: Rothesay Town Planning Advisory Committee Members

c/o Ms. Mary Jane Banks
Town Clerk
Town of Rothesay
70 Hampton Rd.
Rothesay, N.B.
E2E 5L5

Re: Application for Self-Storage Facility – Millennium Park

Dear PAC Members:

I am writing to voice my concerns regarding the proposal for the construction of a self-storage facility in Millennium Park near the corner of Donlyn Dr. and Millennium Dr.

The proposed facility will be situated such that it backs onto and is adjacent to residential property on Wedgewood Drive. This is in violation of the current mixed-use zoning by-law requirements for Millennium Park which states that only moderate density garden homes or town houses may be built adjacent to the existing single-unit residential properties on Wedgewood. This protection was included in the Millennium Park zoning by-law requirements to provide a moderate density residential buffer area between existing home and any future institutional or commercial development in the Millennium Park that would front unto Millennium Drive. The idea was to preserve the peaceful quality of life along Wedgewood Drive.

I am opposed to the proposal in its current configuration for the following reasons:

1. Allowing a variance to build the facility on the proposed plot of land would set a dangerous precedent for any future development. This could lead to future big box developments being built adjacent to residential properties on Wedgewood Dr. without any moderate density residential buffer (i.e., Garden Homes/Town House) in between.
2. Having commercial development directly adjacent to residential homes/properties will have a negative effect on the quiet peaceful quality of life on Wedgewood Drive.
3. Having commercial development directly adjacent to residential homes/properties also will lead to a drop in real estate values along the street, making properties less attractive for re-sale.

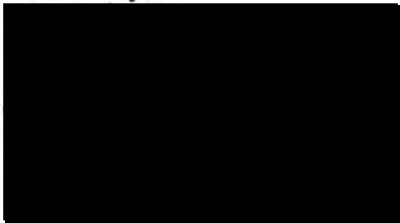
4. The proposed location at the very end of the Millennium Park parcel of land would make it difficult to provide a future access street to service any future Garden Homes or Town Houses located south of Wedgewood Drive.

For the above reasons, I ask that the Planning Advisory Committee REJECT this proposal. I would suggest that the developers go back to the drawing board and draft a plan that respects all of the by-law requirements for Millennium.

Any new plan must provide for a moderate density residential buffer area between Wedgewood Drive properties and the self-storage facility. This buffer area should be sufficiently large enough for future Garden Homes/Town Houses and also the access street.

Thank you for your consideration in this matter.

Sincerely,

A large black rectangular redaction box covering the signature area.A small black rectangular redaction box covering the name.

2017July10MillenniumDriveMeetingFINAL_038

From: [REDACTED]
To: [REDACTED]
Subject: 107 Proposed Kennebocasis Self Storage Development Millennium Drive
Date: 29 June 2017 3:28:43 PM
Attachments: [REDACTED]
[REDACTED]

Mary Jane

Mary Jane E. Banks, BComm, NACAA II
Town Clerk - Rothesay
Director of Administrative Services
70 Hampton Road
Rothesay, NB B2B 5L5

MaryJaneBanks@rothesay.ns.ca
p (506)848-6954
f (506)848-6877

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From: [REDACTED]
Sent: 2016-07-11 10:42 AM
To: Rothesay Info
Subject: Proposed Kennebocasis Self Storage Development Millennium Drive

Mr. Brian White, PAC Committee Members,

I am very concerned that the Rothesay PAC Committee is being asked to consider a development proposal that is NOT in alignment with either the bylaws or the guiding principals of the Millennium Park Zone.

Paragraph 4, section 8.3.1 clearly states the objectives of the special designation for this area.

The intent of permitting commercial activities in this area is not to duplicate or substitute for the types of enterprises found in the other two commercial districts but to allow for a variety of services which will support the community. In keeping with this approach, it is evident that there will be opportunities for low rise professional services buildings, retail stores, hotels and restaurants. An emphasis should be placed encouraging interesting architecture and exemplary landscaping to allow for a visually appealing area which is functional. It is also feasible that these types of developments can complement and support higher density up-scale residential developments.

Storage facilities are not listed as a possible commercial use. The reason for this is that they are not visually appealing in any way, nor to they add positively to the residential character of this area. This development does not reflect the image of a gateway into the community. (8.3.3 (c)).

It specifically states in bylaw #02-10, 4.14 the following:

Only moderate density garden homes or town houses shall be developed adjacent to residentially zoned properties.

I fail to see how this development could be remotely interpreted as being similar or even compatible with the development standard set out in the bylaw.

I will make every effort to attend the PAC meeting this coming Monday in an effort to understand why this development is being considered when it clearly does not fall within zoning by-laws.

When the last municipal plan was created , a great deal of input was given to the Town Staff and Council when our municipal plan was created, when the concerned Millenium Drive area was given its special designation.

I respectfully ask that developers put forward developments for the Millennium Park area that **actually meet the zoning bylaws and guiding principles of our Rothesay municipal plan of versus developments which require exceptions/variances etc.**

As a resident of this area for over 23 years I really would love to see the Millennium Park area be developed as envisioned by so many people who fought to retain the residential nature of our (Fairvale/Sunset Acres) neighborhood while also envisioning small business existing in the same neighborhood but not encroaching on residential neighborhoods.

I am asking the PAC committee to not recommend approval of the proposed Kennebocasis Self Storage development to council.

Thank you

Sincerely,

[REDACTED]
27 Wedgwood Dr.

From: [REDACTED]
To: [REDACTED]
Subject: self-storage proposal on Millennium Drive
Date: 28 June 2017 7:48:42 AM

Dear Mr. White,

I am not opposed to low level development happening on Millennium, however I am concerned that by not staying in alignment with the bylaw, and if approved the town will have a precedent set which means they do not have to have a public hearing for the land adjacent to that area should they wish to develop it in a similar fashion. I also would want to support the adjacent residents to ensure that they have a natural buffer zone between their homes and a commercial development.

A resident,

[REDACTED]

From: Brian White
To: [REDACTED]
Subject: RE: Process for development applications
Date: 29 June 2017 1:57:00 PM

[REDACTED]

I apologize if I wasn't clear, but the Community Planning Act sets out a specific process and timelines for Rezoning and Plan Amendments that Council must follow...this process is neither a rezoning or an amendment...what is legally required is set out in the Town's by-law and it is this process that I have described...again I may not be explaining it that well...so please call me

Brian

Brian L. White, MCIP, RPP
Director of Planning and Development Services
Rothesay
70 Hampton Road
Rothesay, New Brunswick
Phone 506 848-6609
Fax 506 848-6677
brianwhite@rothesay.ca

-----Original Message-----

From: [REDACTED]
Sent: 29 June 2017 11:18 AM
To: Brian White
Subject: Re: Process for development applications

Mr. White

We have had many previous proposals put forward for this property which all followed a set process. A public presentation had a specific meaning, with specific timelines for response. I assumed it must be set out in the community planning act. Is that not the case?

This proposal in itself may not be "complex", but certainly has complex implications for the further development of the whole parcel.

[REDACTED]

Sent from my iPad

> On Jun 29, 2017, at 10:41 AM, Brian White <BrianWhite@rothesay.ca> wrote:

>

> [REDACTED]

>

> Regarding your process questions:

>

> The Millennium Park zoned land have a unique and specific legal requirement under the by-law that doesn't apply anywhere else in Rothesay in that " All proposed developments will be subject to a public presentation. Development is subject to a Development Agreement pursuant to Section 101 of the Community Planning Act." In the previous proposal the Town did offer 30 days for comments based on the complexity of the proposal but to be clear there is no statutory requirement for "30 days to write PAC and Council" this was a

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discretionary option that Council choose to implement on the previous proposal you referenced.

>

> Regarding the timeline I can state that it is not accelerated nor is it restrained, this is quite simply the regular nothing added or taken away process. The plan is stamped "CONCEPTUAL ONLY" because until the plan is approved it is simply a concept. Should the plan be approved it will become a schedule to the development agreement that will be used to issue permits for the development.

>

> You are correct about the timeline notices for written comments, however, please note that you are very welcome to offer your comments in person to the PAC on Tuesday night July 4th and again before Council on July 10th.

>

> I hope this answers your questions, but if I haven't please just call me at 848-6609 as I would be happy to speak with you.

>

> Sincerely

>

> Brian

>

>

>

>

> Brian L. White, MCIP, RPP

> Director of Planning and Development Services Rothesay

> 70 Hampton Road

> Rothesay, New Brunswick

> Phone 506 848-6609

> Fax 506 848-6677

> brianwhite@rothesay.ca

>

>

>

>

>

>

> I'm writing asking for clarification on the terms public meeting and public presentation. A mailout to residents re a new development proposal for Millennium Park states there will be a public meeting on July 10, but nothing about the public presentation required under the bylaws. As I recall from previous proposals, the presentation comes first, followed by 30 days to write PAC and council, then a meeting at which we can present to council before they decide on the issue.

> The timeline here seems to be accelerated, and residents are being asked to comment based on a drawing that is stamped "CONCEPTUAL ONLY" without sufficient information as to what that means, or the time to properly process it. I only received my notification letter 9 business days ago, and must have comments in to PAC today.

> I believe you are the authority on process at town hall, and will await your reply.

>

> -----Original Message-----

> From: Mary Jane Banks

> Sent: 29 June 2017 09:46 AM

> To: [REDACTED]

> Cc: Brian White

> Subject: RE: Process for development applications

>

> Good morning, [REDACTED]

>

> I spoke with Brian White, Director of Planning and Development Services and he is better able to answer your question with respect to development in the Millennium Park Zone under the Zoning By-law.

>

> By copy of this message to him, I've asked him to follow up and respond to your request.

>

> Thanks and have a great day~

>

> Mary Jane

>

2017July10MillenniumDriveMeetingFINAL_042

> Mary Jane E. Banks, BComm, NACLAA II
> Town Clerk - Rothesay
> Director of Administrative Services
> 70 Hampton Road
> Rothesay, NB E2E 5L5
>
> MaryJaneBanks@rothesay.ca
> p (506)848-6664
> f (506)848-6677
> P Before printing, please think about the environment Respectez
> l'environnement, réfléchissez avant d'imprimer
>
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>
> -----Original Message-----
> From: [REDACTED]
> Sent: June-29-17 7:24 AM
> To: Mary Jane Banks
> Subject: Process for development applications
>
> Good morning Mary Jane. Hope you're getting a chance to enjoy some of this beautiful weather.
> I'm writing asking for clarification on the terms public meeting and public presentation. A mailout to residents re a new development proposal for Millennium Park states there will be a public meeting on July 10, but nothing about the public presentation required under the bylaws. As I recall from previous proposals, the presentation comes first, followed by 30 days to write PAC and council, then a meeting at which we can present to council before they decide on the issue.
> The timeline here seems to be accelerated, and residents are being asked to comment based on a drawing that is stamped "CONCEPTUAL ONLY" without sufficient information as to what that means, or the time to properly process it. I only received my notification letter 9 business days ago, and must have comments in to PAC today.
> I believe you are the authority on process at town hall, and will await your reply.
>
> [REDACTED]
> 2 Wedgewood Dr.
> Rothesay
>
>
> Sent from my iPad

DEVELOPMENT AGREEMENT

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

Parcel Identifiers
of Parcels Burdened
by Agreement:

00065227

(PID to be retired pending lot subdivision)

Owner of Land Parcel:

Kennebecasis Self-Storage Ltd.

88 Hilltop Drive

Hampton, NB

E5N 5P2 (Hereinafter called the "Developer")

Agreement with:

Rothesay

70 Hampton Road

Rothesay, NB

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 **## Millennium Drive (PID 00065227)** 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 a commercial self-
storage facility on the Lands as described in Schedule A.

AND WHEREAS Rothesay Council did, on **(INSERT DATE)**, authorize
the Mayor and Clerk to enter into a Development Agreement with Kennebecasis
Self-Storage Ltd. to develop a commercial self-storage facility on the Lands.

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 shall 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:
Schedule B Site Plan
Schedule C Elevations and Floor Plans
2. The Developer agrees that the maximum number of buildings situated on the
Lands indicated on Schedule A shall not exceed seven (7) self-storage
buildings containing "storage units" to be rented to tenants, usually on a
short-term basis (often month-to-month); one (1) related main business office
building containing office uses, mini-storage units, and a second storey staff
apartment.
3. The Developer expressly agrees and understands that notwithstanding any
provision of the Town's Building By-laws or any statutory by-law or regulatory
provision to the contrary, the Building Inspector shall not issue a building
permit to the Developer for work directly connected with the development of
the Lands, nor shall the Developer be entitled to such a permit unless and
until the Developer deposits with the Town an Irrevocable Letter of Credit
from a Canadian Chartered Financial Institution or other security acceptable

to the Town:

- a) Valued at 50% of the cost of construction to execute the Stormwater Management Plan and works approved by the Development Officer and Director of Operations pursuant to this agreement; and
- b) containing a provision that upon the expiration of a thirty-six (36) month term it be renewed and extended (with appropriate amendments to reduce the sum to an amount sufficient to recover the remaining work) from year to year until such time as the Town has accepted "final completion" of the work mentioned in this agreement, by resolution of the Town Council.

Off-Site Disturbance

4. The Developer agrees that any disturbance to existing off site infrastructure resulting from the development, including but not limited to, streets, sidewalks, curbs and gutters, street trees, landscaped areas and utilities, shall be the full responsibility of the Developer, and shall be reinstated, removed, replaced or relocated by the Developer as directed by the Development Officer, in consultation with the Director of Operations.

Landscaping

5. The Developer agrees that prior to the issuance of a Development Permit to submit detailed Landscape Plan that will retain as much of the natural landscape and vegetation as can be reasonably achieved subject to inspection and approval by the Development Officer. The detailed landscape plan shall identify measures to provide a buffer and/or screening between the self-storage facility and adjacent residential properties as well as for aesthetic enhancement.

Municipal Sidewalks

6. The Developer shall carry out and pay for the entire actual cost of a public sidewalk constructed to Town standards within the Town right-of-way along the entire frontage of the Land with Millennium Drive, subject to inspection and approval by the Director of Operations, including the following:
 - a) supply and maintenance of for a period of one (1) year the topsoil, sod, landscaping and the planting of street trees located every 10 meters, or an equivalent number planted in locations approved by the Town, along the length of the public road right-of-way where such trees are as follows:
 - i. Not smaller than six centimetres (6 cm) in diameter measured at a point being 2 meters above the root ball such trees species as approved by the Development Officer.

Storm Water Management

7. The Developer agrees to have stormwater management systems designed by a professional engineer so that the peak surface runoff rates discharged from the development shall not exceed pre-development peak discharge rates as described in Schedule "D" Stormwater Management for Millennium Park Zone of Zoning By-law 2-10.
8. The Developer agrees to carry out and pay for all costs related to the installation of a storm water management system, while ensuring compliance with applicable Town By-laws and subject to inspection and approval by the Director of Operations.
9. 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 Supply

10. In addition to and notwithstanding the payments committed elsewhere in this agreement the Developer agrees to pay the Town an amount, calculated by the Director of Operations in the manner set out in By-Law 7-04 Water By-Law as amended from time to time, for Permit Connection and Water System Access Fees, which shall be paid to the Town on issuance of the building permit.
11. The Town agrees to supply potable water for the purposes and for those purposes only of an commercial self-storage facility and for minor residential purposes incidental thereto and for no other purposes whatsoever.
12. The Developer agrees that the water supply shall not be used to service any water-to-air heat pump or exchanger and that there shall be no inter-connection with domestic wells.
13. The Developer agrees to provide and grant to the Town, its successors and assigns, unencumbered easements, in the form customarily used by the Town, which the Town might deem necessary to adequately provide for the operation and maintenance of stormwater drainage works, water supply systems including the water service laterals and fire hydrants.
14. 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. Further the Developer agrees to the following:
 - (a) The Developer agrees that a separate water meter shall be installed, at their expense, for each connection made to the Town Water System.
 - (b) The Developer agrees that the Town Council may terminate the Developer's connection to the Town water system in the event that the Town finds that the Developer is drawing water for an unauthorized purpose or for any other use that the Town deems in its absolute discretion.
15. It is expressly agreed and understood that all connections to the Town water mains shall be approved by the Director of Operations or such other person as is designated by the Town and shall occur at the sole expense of the Developer.
16. It is expressly agreed and understood that Town staff will visually inspect the connection to the Town water mains before the connection is buried or the Developer could be asked to re-excavate at no cost to the Town.
17. The written certification of a Professional Engineer, licenced to practice in the Province of New Brunswick that the connection of service laterals and the connection to the existing town water supply has been satisfactorily completed and constructed in accordance with the Specifications for Developers is required prior to the occupation of any buildings or portions thereof.

Sanitary Sewer System

18. In addition to and notwithstanding the payments committed elsewhere in this agreement the Developer agrees to pay the Town an amount, calculated by the Director of Operations in the manner set out in By-Law 6-04 Sewage By-Law as amended from time to time, for Permit and Sewer Connection Fees which shall be paid to the Town on issuance of the building permit.

19. The Developer shall carry out, ensuring compliance with Town By-laws and Municipal Plan and 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 or laterals necessary to connect to the existing sanitary sewer system inclusive of all pipes, laterals, fittings, and precast concrete units. The Developer shall connect to the existing sanitary sewer system at a point to be determined by the Director of Operations. Connection to the Town sewer system will be made by directional drilling unless otherwise approved by the Director of Operations.
 - b. Providing and granting to the Town, its successors and assigns, unencumbered easements, in the form customarily used by the Town, which the Town might deem necessary to adequately provide for the operation and maintenance of the sanitary sewer inclusive of all pipes, laterals, fittings and precast concrete units crossing the Lands of the Developer.
 - c. 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 Specifications for Developers (hereinafter referred to as the "Specifications for Developers").
20. It is expressly agreed and understood that all connections to the Town sanitary sewer system shall be supervised by the Developer's engineer and inspected by Town staff prior to backfilling and shall occur at the sole expense of the Developer.

Lighting and General Maintenance

21. The Developer agrees to direct all exterior lighting to driveways, parking areas, building entrances and walkways and that all exterior lighting shall be arranged or directed so as to divert the light away from adjacent residential lots and buildings.
22. The Developer agrees to install decorative pole lights, the style to be approved by the Town for illumination of the driveway and roadway frontage of the lot. The pole lights shall become the responsibility of the property owner and shall be maintained in a manner to ensure continuous operation.
23. The Developer shall maintain, at its own expense, the Lands, buildings or structures shown on the site plan in a condition appropriate to the area in which it is located, such determination to be made in accordance with standards prescribed by the Town.
24. The Developer agrees that refuse containers located outside the building shall be fully screened from adjacent properties and from streets by means of opaque fencing/masonry walls with suitable landscaping in accordance with the Zoning by-law, and shall further ensure that all refuse is removed regularly.
25. The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the interior and exterior of buildings, fencing, walkways, recreational amenities, parking areas and driveways, and the maintenance of all landscaping including the replacement of damaged or dead plant stock, trimming and litter control, garbage removal and snow removal/sanding of walkways and driveways.
26. The Developer expressly agrees and understands that notwithstanding any provision of the Town's Building By-Laws or any statutory by-law or regulatory provision to the contrary, the Building Inspector shall not issue a building permit to the Property Owner for work directly connected with the

development of the Lands, nor shall the Property Owner be entitled to such a permit unless and until the Development Officer has approved the Site Plan submitted as part of the Development Permit process illustrating the precise size, location and configuration of the proposed building.

Indemnification

27. 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

28. 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 **KENNEBECASIS SELF-STORAGE LTD.**, 88 Hilltop Drive, Hampton, NB, E5N 5P2 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

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

Termination

30. 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.

31. Notwithstanding Part 40, the Parties agree that the 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.

32. 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

33. The Town and Developer agree that Final Occupancy of the proposed 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.
34. Notwithstanding, 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 work as set out in this Agreement;
 - c. the Developer agrees to reimburse the Town for 100% of all costs exceeding the security necessary to complete the work as set out in 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.

35. Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement unless an Occupancy Permit has been issued by the Town. No Occupancy Permit shall be issued by the Town unless and until the Developer has complied with all applicable provisions of this Agreement and the Zoning By-law and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

Entire Agreement

36. 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

37. If any paragraph or part of this agreement is found to be illegal or beyond the power 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

38. 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

MARK A. REID

Witness:
Ltd.

Director, Kennebecasis Self-Storage

Rothesay:

Witness:

Mayor

Witness:

Clerk

SCHEDULE A

PID 00065227
(PID to be retired pending lot subdivision)

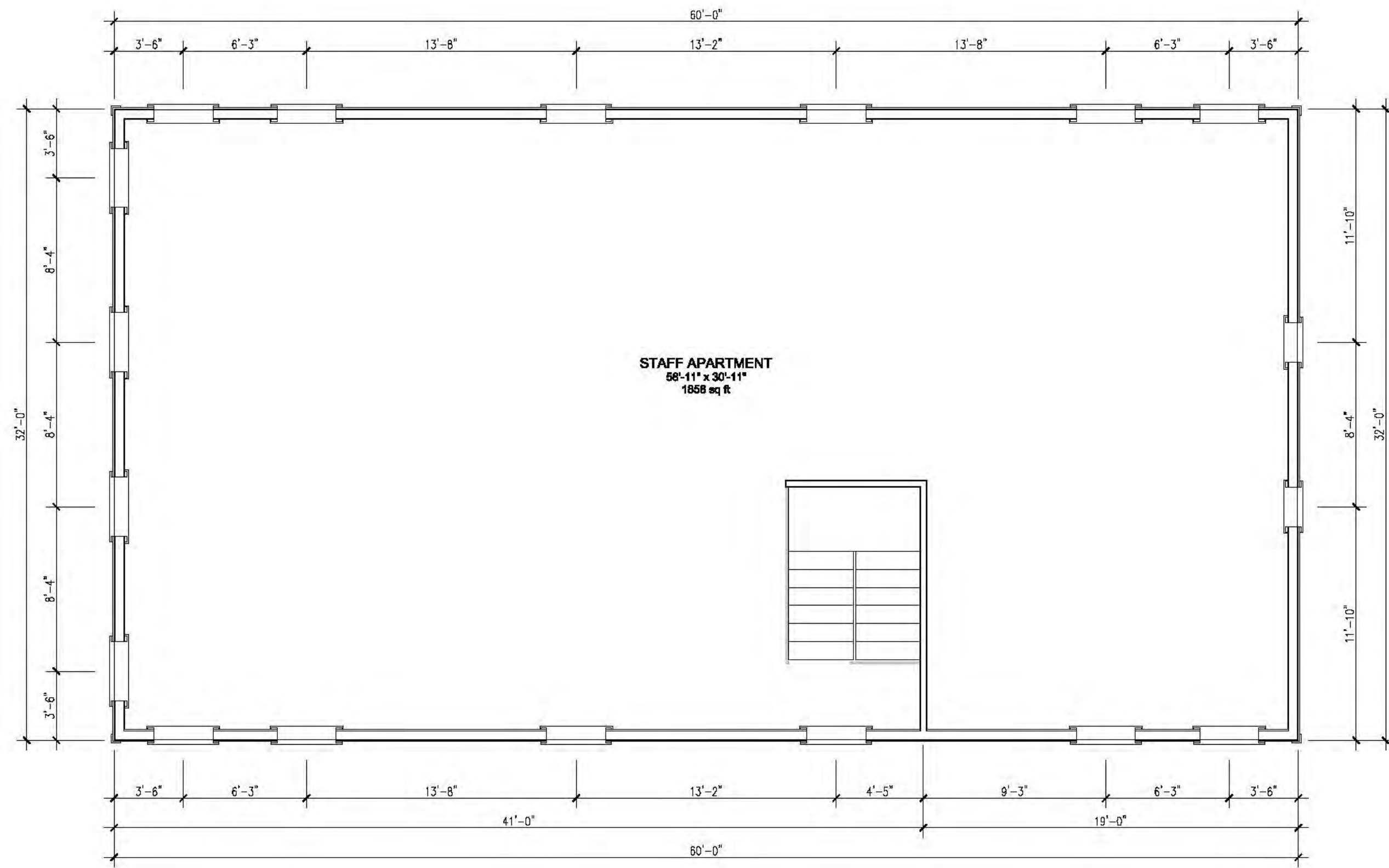




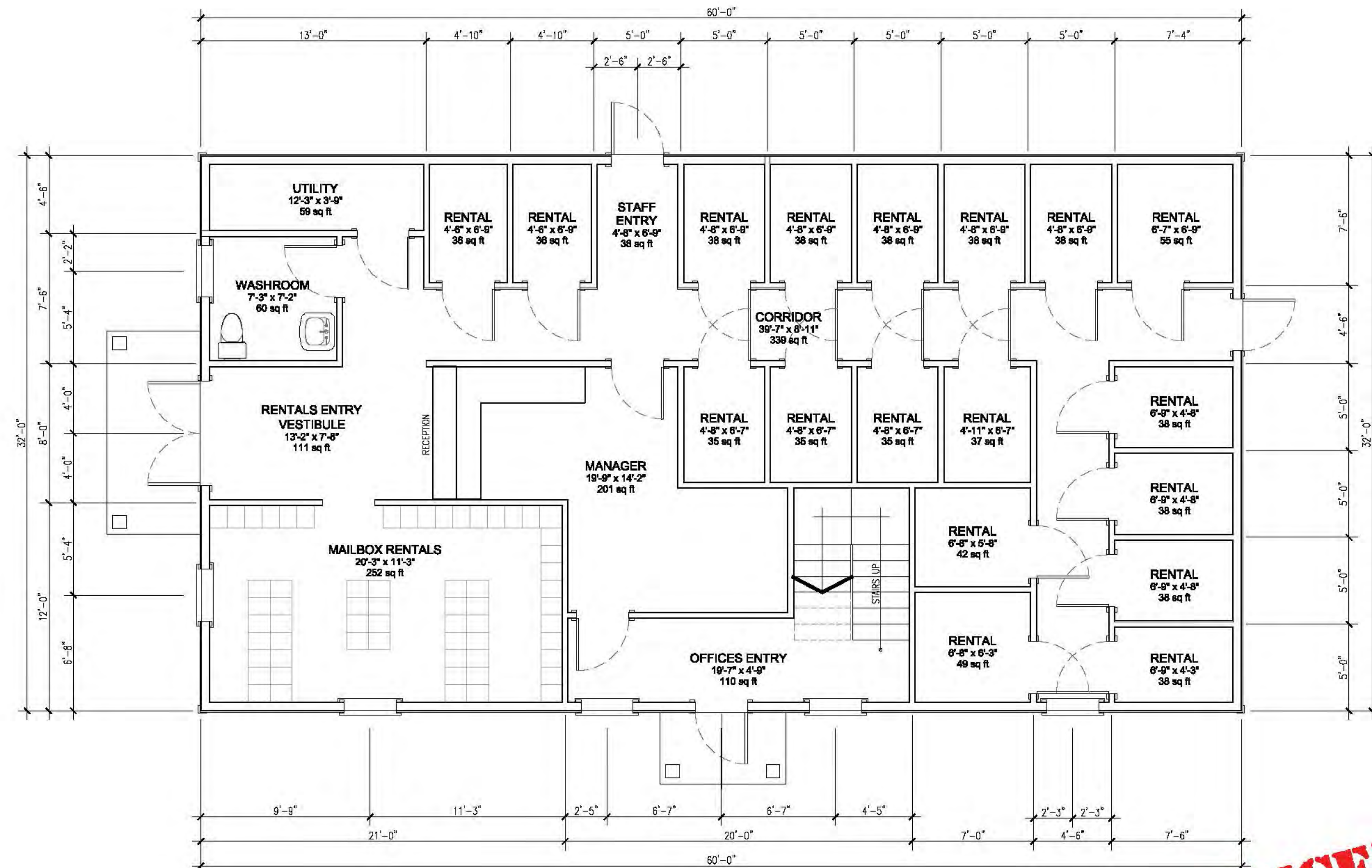
PERSPECTIVE VIEW-2



PERSPECTIVE VIEW-1



OFFICE BUILDING - SECOND FLOOR PLAN SCALE: 3/16"=1'-0"



OFFICE BUILDING - MAIN FLOOR PLAN SCALE: 3/16"=1'-0"

**CONCEPTUAL
ONLY**
MAY 16, 2017

AFFIDAVIT OF CORPORATE EXECUTION

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

Deponent:

Mark A. Reid

Mark A. Reid
Kennebecasis Self-Storage Ltd.
88 Hilltop Drive
Hampton, NB
E5N 5P2

Office Held by Deponent:Director

Corporation:Kennebecasis Self-Storage Ltd.

Place of Execution:Rothesay, Province of New Brunswick.

Date of Execution:_____, 2017.

I, **Mark A. Reid**, 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 “**Mark A. Reid**” 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 town of
Rothesay, in the County of Kings,)
and Province of New Brunswick,)
This ____ day of _____, 2017)
)

BEFORE ME:)
)
)
_____) Mark A. Reid
Commissioner of Oaths)

AFFIDAVIT OF CORPORATE EXECUTION

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

Deponent: MARY JANE E. BANKS

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

Office Held by Deponent: Clerk

Corporation: **Rothsay**

Other Officer Who Executed the Instrument: **NANCY E. GRANT**

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

Office Held by Other Officer Who Executed the Instrument: Mayor

Place of Execution: Rothsay, 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 Rothsay, 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
Rothsay, in the County of Kings,)
and Province of New Brunswick,)
This ____ day of _____, 2017.)
)
BEFORE ME:)

Commissioner of Oaths

)
)
)
)
MARY JANE E. BANKS

