



ROTHESAY
PUBLIC MEETING AGENDA
Town Hall
Monday, November 20, 2017
7:30 p.m.



Millennium Drive Development Proposal
36 unit residential apartment building – Millennium Drive (PID# 00065227)

1. Introduction Mayor Grant

2. Documentation

November 20, 2017	Advertisement Telegraph Journal (<i>not included</i>)
November 17, 2017	Advertisement Telegraph Journal
November 15, 2017	Advertisement Telegraph Journal
October 25, 2017	Advertisement Telegraph Journal

November 15, 2017	Staff Information Report to Rothesay Council (renderings)
November 2, 2017	Staff Report to Planning Advisory Committee (development agreement)
October 6, 2017	Staff Information Report to Rothesay Council
September 27, 2017	Staff Report to Planning Advisory Committee

Appearances: Andrew Dunn

Comments: None received in Clerk's office

3. Adjournment



To Clayton and Vi Marr

November 18, 2017

Come help them celebrate
Saturday, November 18, 2-4PM at
1170 Route 705 Wickham
Best wishes only!

AUTOMOTIVE

VEHICLES

#1 Oromocto Auto Sales
Since 1988

www.romoctoautosales.com
446-6088, Jonathan Gandy
(We buy nice vehicles outright)

2017 GMC Terrain

All wheel drive sunroof, remote start,
heated seats, rear camera
New winter tires inc \$25900

2017 Chevrolet Impala

remote start rear camera, a great buy new
winter tires included \$23900

2016 Hyundai Elantra

Automatic air conditioning power windows
power locks, new winter tires included.
\$14900

2017 Chevrolet Cruise

with tech package sunroof, remote start,
heated seats, power drivers seat new
winter tires included \$18900

2017 Ford Fusion

All wheel drive, sunroof, navigation, remote
start, power seats both sides included
\$23500-\$23900.
New winter tires inc

DID YOU KNOW???

We have amazing,
affordable frequency
packages to help you sell
your vehicle?

2005 Ford Focus Wagon ZXW

162,000 Kms

Too many upgrades to list
Asking \$2500
Call 650-0363

2006 Ford Focus SE - ZX

4 door, 134,000 Kms.

Original owner.
Asking \$2500
Call 650-0363

2006 Hyundai Sonata GL - 3.3 V6,

5-speed auto, loaded, remote auto start,
trailer hitch, extra mounted winters on
alloys, rust checked every year, smoke free,
new MVI, regular service, 173K. Asking
\$3995. 653-8686 anytime.

NEW PRICE \$24,900.00 plus tax. Call or
Text Jason Embleton 506-447-1532 for
more details & appointment to view.
www.jasonembleton.com

DID YOU KNOW???

That we cover
23 newspapers,
both English and French,
provincewide?



2013 Smart Electric Drive

No gas, fully electric \$9,995.00 or \$38 Wk.
0 Down o.a.c. Sunroof Leather heated
seats, Cruise, Air, Power windows and
door locks, 66,000Km, 80-120Km per
charge. \$2.40 of electricity per charge.
Make your car payment with money you
save on fuel. Call or Text Jason Embleton
506-447-1532 for more details &
appointment to view.
www.jasonembleton.com



2013 Grand Caravan R/T

Leather heated seats, Double DVD
Sunroof, Power sliding open/close side
doors, Power rear lift gate, Back up cam,
Nav system, Blind spot monitor, Rear
heat and A/C, Sto n go, Tinted glass and
roll up shades for rear, Bluetooth, Sat
radio, \$17,500.00 or \$65/Wk. plus tax 0
Down o.a.c. Call or Text Jason Embleton
506-447-1532 for appointment to view.
www.jasonembleton.com



2015 Smart For Two

Sunroof, Heated seats, Air conditioned,
Auto, 3cyl. Gas, Brabus wheels,
42,000Km's, \$11,995.00 plus tax,
Financing available. Call or Text Jason
Embleton 506-447-1532 for more details
and appointment to view.
www.jasonembleton.com



2016 Outlander. Quartz brown, 18,000
kms. Prime condition. Heated leather seats,
keyless locks and entry. Warranty in effect.
\$28,995. Call 506-849-2438.

Bee Sharp - Snowblower TUNE-UPS

On-site service. Ph: Bee Sharp, 763-2817

Black & Decker Breadmaker - \$35. Phone

Fiberglass cap, fits 1/4 ton Toyota / Chev /
Ford. Approx 74"x82". \$250. 214-2279.

Folding Card table and one chair - both
\$25. Phone 847-2993

GUNS WANTED
I PAY CASH
for rifles, shotguns
and handguns

Call (506) 261-1848

DID YOU KNOW???

That we are trusted
and known for
matching
our customers with
highly-qualified
employees to help
grow your business?

Inglis washer & dryer, super capacity.
Excellent condition. \$500. Call 485-2987

Man new 10 clay gold & diamond ring, size
12 \$500 call 631-0101

Stainless steel pizza oven 18X14 110 \$75
Call 657-5187

Tony Little's Sprintmaster exerciser, excel
ond \$195 OBO 653-0255

WINTER WIPER BLADES set 24" and 20".
Good condition. \$15 firm. 672-3028.

GENERAL ITEMS OVER \$500

Never used queen size hardwood bed
frame, \$800. 696-6200.

PET CORNER

Wilson's Farm
(506) 450-3059

Labradoodle,
Havanese, Yorkshire Terrier,
Treeing walker hound

Vetted, Vaccinated,
Guaranteed Gov't Inspected,
Licensed Kennel #0191
www.wilsonsfarms.webs.com

SALES & AUCTIONS

TOP DOLLAR PAID FOR
Estates, Military Nautical
Items: Old Toys, Jewelry,
Postcards;
ANYTHING OLD
Call toll free:
1-877-562-3290

2017Nov17 Telegraph Journal

2017November20PublicMeetingFINAL002



ROTHESAY PUBLIC NOTICE

POSTPONEMENT - PUBLIC HEARING

Please be advised the Public Hearing
scheduled for Monday, November
20, 2017 at 7:00 p.m. has been
postponed. The hearing to consider
an amendment to a development
agreement, for properties off
Longwood Drive and Carriage Way,
identified as PID #s 30228456,
00441998, 30021539, 00244434
will be **re-scheduled** by Rothesay
Council at an upcoming Council
meeting.

PUBLIC MEETING

The **public meeting** scheduled for
Monday, November 20, 2017 will
proceed as planned, **beginning at**
7:30 p.m. The development proposal
is for a 36 unit residential apartment
building to be located on Millennium
Drive, PID# 00065227. The property
is zoned Millennium Park [MP] Zone.

Mary Jane E. Banks, BComm
Town Clerk - Rothesay

LEGAL NOTICES

NOTICE OF MORTGAGE SALE

TO: Lauchlin Allan Wilson also known as Allan
Lauchlin Wilson, Original Mortgagee; and All
Others to Whom It May Concern:

NOTICE IS HEREBY GIVEN that under and by virtue
of a certain mortgage bearing the date of November
7, 2011 and registered in the Land Titles Office on
November 15, 2011, as number 30842885 made
by Lauchlin Allan as Mortgagee, in favour of MCAP
Service Corporation as Mortgagee, and by virtue of
the Property Act, R.S.N.B. 1973 Chap. P-19 and
amendments thereto will for the purpose of obtaining
payment of the money secured by the said mortgage,
default having been made in the payment thereof, be
sold at public auction on Friday, December 8, 2017
at 1:00 p.m. at the Saint John Courthouse, Justice
Building, 10 Peel Plaza, Saint John, New Brunswick,
those lands and premises being situate at 2725
Lorneville Road, Saint John, New Brunswick, and
identified as PID No. 00284158.

TOGETHER WITH all the buildings and improvements
thereon, including any personal property, and the
rights, privileges and appurtenances thereto or any
way appertaining.

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

DATED at Dartmouth, Province of Nova Scotia, this 3rd
day of November, 2017.

MCAP Service Corporation

By Douglas W. Schipillow, lawyer for
MCAP Service Corporation, the mortgagee

Grand Prize \$10,000 Cash

Moncton Area Call Peter 871-0960

Petitcodiac call Danny 756-0414

Sussex call Les 433-3131

Saint John Call Dave 434-0587

Total of \$20,000 in Cash

www.goshensnowmobileclub.com

DID YOU HEAR?

Classifieds work!

Just ask one of our many
happy customers:

"We have been advertising
our business with The Times
& Transcript Classifieds for
over 30 years and truly believe
that they are responsible for
at least 50% of our revenue.

Their staff are friendly and
always offering new and
exciting ways to help us get
the word out. We look forward
to working together for years
to come."

-B.A. Construction Ltd.

**Snowmobile Trail
Passes
Are NOW ON SALE
at SNB**



Please remember check club #28
www.goshensnowmobileclub.com

REAL ESTATE SALES

PRIVATE SALES



26 Wellesley Ave. 3 bdrms, beautiful new
bath, updated kitchen, elect entr, roof and
mudroom. Garage with new roof, hardwood
flrs, full bas, new flooring, metal siding.
east-in kit plus large din. rm. Great condition.
\$116,900 Call 506-636-2363

classified

2017November20PublicMeetingFINAL003

Word ad deadlines

Monday: Friday 5 p.m. | Tuesday: Monday 5 p.m.

Wednesday: Tuesday 5 p.m. | Thursday: Wednesday 5 p.m.

Friday: Thursday 5 p.m. | Saturday: Friday 2 p.m.

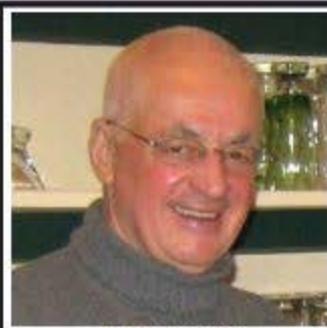
Call free 1-800-561-7166 | email classified@brunswicknews.com

Automotive • recreational • real estate • merchandise • employment • education • opportunities • notices • services • announcements

Contents

ANNOUNCEMENTS

CELEBRATIONS



BILL RICHARDS
HAPPY 80TH BIRTHDAY PARTY
 November 18, 2017, 7:00 PM
 RKYC Millidgeville. Best wishes only!

AUTOMOTIVE

VEHICLES

- #1 Oromocto Auto Sales**
 Since 1988
www.oromoctoautosales.com
 446-6088, Jonathan Gandy
 (We buy nice vehicles outright)
- 2017 GMC Terrain**
 All wheel drive sunroof, remote start, heated seats, rear camera
 New winter tires inc \$25900
- 2017 Chevrolet Impala**
 remote start rear camera, a great buy new winter tires included \$23900
- 2016 Hyundai Elantra**
 Automatic air conditioning power windows power locks, new winter tires included. \$14900
- 2017 Chevrolet Cruise**
 with tech package sunroof, remote start, heated seats, power drivers seat new winter tires included \$18900
- 2017 Ford Fusion**
 All wheel drive, sunroof, navigation, remote start, power seats both sides included \$23500 - \$23900.
 New winter tires inc
- 2005 Ford Focus Wagon XW**
 162,000 Kms



2012 Jeep Wrangler Rubicon
 2 Dr, 3.6 Pentastar V6, Automatic transmission, Leather seats / heated, Hard Top, Nav system, Remote start, Air conditioned, Loaded with features. Rubicon off road Edition 125,000 Km's
NEW PRICE \$24,900.00 plus tax. Call or Text Jason Embleton 506-447-1532 for more details & appointment to view.
www.jasonembleton.com



2013 Smart Electric Drive
 No gas, fully electric \$9,995.00 or \$38 Wk. 0 Down o.a.c. Sunroof Leather heated seats, Cruise, Air, Power windows and door locks, 66,000Km, 80-120Km per charge. \$2.40 of electricity per charge. Make your car payment with money you save on fuel. Call or Text Jason Embleton 506-447-1532 for more details & appointment to view.
www.jasonembleton.com

CAREERS AND EMPLOYMENT

EMPLOYMENT

CHM Management Group provides the following services:
Drug and Alcohol Testing / Medicals (set up tests the same day as training)
Inspection services for Fall Protection Equipment (Legislated Periodic Inspections)
Safety Training (Both OSSA and non OSSA courses)
Safety training courses offered as follows:
OSSA Fall Protection (ABCS- Licensed OSSA Provider)
OSSA Confined Space Entry /Monitor (ABCS- Licensed OSSA Provider)
OSSA Elevated Work Platform (ABCS- Licensed OSSA Provider)
OSSA Fire Watch (ABCS- Licensed OSSA Provider)
Lift Truck (ABCS)
Telescopic Lift Truck (ABCS)
Skid Steer Loader (ABCS)
Rigging and Signalling (ABCS)
H2S Alive (Enform)
Wildlife Awareness (Suncoar Ventiled)
Ground Disturbance (Global Training Level I & II)
First Aid CPR /AED training (Also provide AED's for purchase)
PCST (Pipeline Construction Safety Training)
CSTS-09 (Construction Safety Training System)
Safety Training schedule at
www.chmsolutions.ca
 Call 506-622-0283 or email info@chmsolutions.ca

NOTICES

TENDER/GENERAL NOTICES

ROTHESAY PUBLIC NOTICE

PUBLIC HEARING

In accordance with Section 68 of the Community Planning Act, R.S.N.B. (1973) Chapter C-12, and amendments thereto, PUBLIC NOTICE is hereby given that the town of Rothesay intends to consider an amendment to a development agreement, for properties of Longwood Drive and Carriage Way, identified as PID #s 30228456, 00441998, 30021539, 00244434, under authority of Section 101 of the Community Planning Act, supra, following a **PUBLIC HEARING** to be held on **Monday, November 20, 2017**, commencing at 7:00 p.m., at **Rothesay Town Hall**, 70 Hampton Road, Rothesay, New Brunswick.

The purpose of the hearing is to consider an amendment to the development agreement for Phase 2 of Bridlewood Estates, to allow for 44 single-family building lots and new public road connections. The properties are zoned Single Family Residential-Standard (R1B).

PUBLIC MEETING

In accordance with Rothesay Zoning By-law 2-10, the public is invited to a meeting on **Monday, November 20, 2017**, immediately following a public hearing, whereby the applicant will present their development proposal to the public and to allow the public to provide their comments.

The development proposal is for a 38 unit residential apartment building to be located on Millennium Drive, PID# 00066227. The property is zoned Millennium Park (MP) Zone.

The documentation for both proposals can be reviewed at the Town Office, 70 Hampton Road, Rothesay, New Brunswick, between the hours of 8:15 a.m. and 4:15 p.m., Monday to Friday, exclusive of civic holidays and is available online at www.rothesay.ca. Written comments will be received by the undersigned until **12:00 p.m. Thursday, November 16, 2017**. Any correspondence with employees, agents, or elected officials of the town of Rothesay may be subject to disclosure under the provisions of the Right to Information and Protection of Privacy Act, S.N.B. 2009, c. R-10.6.

Any person wishing to speak to either proposal may do so on **Monday, November 20, 2017**, commencing at 7:00 p.m. **PLEASE NOTE:** Individual comments will be limited to ten (10) minutes maximum.

Mary Jane E. Banks, BComm
 Town Clerk - Rothesay

NOTICE OF MORTGAGE SALE

TO: Kelley Jane McCarty also known as Kelley Jane Lom Original Mortgagee; and All Others to Whom it May Concern:

NOTICE IS HEREBY GIVEN that under and by virtue of a certain mortgage bearing the date of August 16, 2010 and registered in the Land Titles Office on August 18, 2010, as number 29114908 made by Kelley Jane McCarty as Mortgagee, in favour of MCAP Service Corporation as Mortgagee, and assignee (ComputerShare Trust Company of Canada via the Assignment dated November 10, 2010 and registered in the Land Titles Office on November 10, 2010 as number 29491801, and assigned to MCAP Service Corporation as Mortgagee via the Assignment dated October 10, 2017 and registered in the Land Titles Office on October 16, 2017 as number 37470730;

AND BY virtue of the Property Act, R.S.N.B. 1973 Chap. P-19 amendments thereto will for the purpose of obtaining payment of the money secured by the said mortgage, default has been made in the payment thereof, be sold at public auction on **Wednesday, November 29, 2017** at 1:15 p.m. at the St. John Courthouse, Justice Building, 10 Peel Plaza, Saint John, New Brunswick, those lands and premises being situate at Shipyard Road, Miramichi, New Brunswick, and identified as No. 55208573.

TOGETHER WITH all the buildings and improvements thereon including any personal property, and the rights, privileges and appurtenances thereto or any way appertaining.

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

DATED at Dartmouth, Province of Nova Scotia, this 17th day of October, 2017.

MCAP Service Corporation
 By Ian D. Brown, lawyer for
 MCAP Service Corporation, the mortgagee

CLASSIFIEDS WORK!
 To book an ad with call 1-800-561-7166

NOTICE OF MORTGAGE SALE

TO: Judith Anne Dawson, Original Mortgagee; and All Others to Whom it May Concern:

NOTICE IS HEREBY GIVEN that under and by virtue of a certain mortgage bearing the date of April 15, 2015 and registered in the Land Titles Office on May 15, 2015 as number 3-482-6223 made by Judith Anne Dawson as Mortgagee, in favour of Royal Bank of Canada as Mortgagee, and by virtue of the Property Act, R.S.N.B. 1973 Chap. P-19 and amendments thereto will for the purpose of obtaining payment of the money secured by the said mortgage, default has been made in the payment thereof, be sold at public auction on **Wednesday, November 29, 2017** at 1:00 p.m. at the Saint John Courthouse, Justice Building, 10 Peel Plaza, Saint John, New Brunswick, those lands and premises being situate at 28-66 Golden Cross Road, Saint John, New Brunswick, and identified as PID No. 00353292.

TOGETHER WITH all the buildings and improvements thereon, including any personal property, and the rights, privileges and appurtenances thereto or any way appertaining.

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

DATED at Dartmouth, Province of Nova Scotia, this 15th day of October, 2017.

Royal Bank of Canada
 By Douglas W. Schipfow, lawyer for
 Royal Bank of Canada, the mortgagee

LOOKING TO EXTEND YOUR REACH?

We've got you covered New Brunswick wide!

Call to book your ad today!
Call toll free 1-800-561-7166



2013 Grand Caravan R/T
 Leather heated seats. Double DVD

MERCHANDISE

GENERAL ITEMS UNDER \$500

- 2 school desk from the Bloomfield school, good cond & old \$100 Call 333-3407.
- 20 little Sprintmaster exerciser, excel cond \$195 OBO 653-0255
- 6 1/2 ft Prett Commercial Christmas Tree. \$200 obo. Phone 738-2085
- A pallet jack for sale \$150 Call 6862167
- Antique sign, neon, 3 colors (red, green, white). Ex cond. \$425 OBO. 657-1604.
- Bee Sharp - Snowblower TUNE-UPS**
 On-site service. Ph: Bee Sharp, 763-2817
- Black & Decker Breadmaker - \$35. Phone 635-5629
- Folding Card table and one chair - both \$25. Phone 847-2993.

LEGAL NOTICES

PROVINCE OF NEW BRUNSWICK
 COUNTY OF SAINT JOHN

classified

2017November20PublicMeetingFINAL004

Word ad deadlines

Monday: Friday 5 p.m. | Tuesday: Monday 5 p.m.

Wednesday: Tuesday 5 p.m. | Thursday: Wednesday 5 p.m.

Friday: Thursday 5 p.m. | Saturday: Friday 2 p.m.

toll free 1-800-561-7166 | email classified@brunswicknews.com

automotive * recreational * realstate * merchandise * employment * education * opportunities * notices * services * announcements

ANNOUNCEMENTS

CELEBRATIONS

Anniversary



Janet Hunt
Thank you for
10 wonderful years.
I love you and
all your bursting hearts.
Robert

SPECIAL FEATURE

Happy
Halloween

VE Baby
3D ULTRASOUND



2006 Chrysler 300C Hemi AWD 111,000 Km, Loaded, Great Shape, Asking \$7,500 Phone: 832-6683

2006 Hyundai Sonata, inspected, winter tires, \$1500. 506-650-4382



2010 Chevrolet Silverado 1500 LT 4x4, Z-71 model, 75,000Km's, 5.3 Vortec V8, Air, Auto, Power windows and door locks, Tilt steering & Cruise control, AM/FM Stereo, CD player, \$17,500.00 or \$79. Weekly plus tax
Call or Text Jason Embleton 506-447-1532 for appointment to view. www.jasonembleton.com



2011 Chevrolet AVEO 4 Door LT Estate Car, one owner Loaded. 74,000 Km, Asking \$6,250 Phone 506-461-3900



2012 Dodge Avenger 171000 KM, Price \$5995.00, For more info Call 506 461 3900



2012 Jeep Wrangler Rubicon 2 Dr, 3.6 Pentastar V6, Automatic transmission, Leather seats / heated, Hard Top, Nav system, Remote start, New condition, 4 door, with features



2016 Outlander. Quartz brown, 18,000 kms. Prime condition. Heated leather seats, keyless locks and entry. Warranty in effect. \$28,995. Call 506-849-2438.



2017 Dodge Gr Caravan SXT LOADED! with only 19 000 Km \$30,000 Call 506 461 3900



For Sale REDUCED: \$2995.00 2003 Dodge Dakota 2WD. Excellent condition all around. Has 199500 easy KLMS. Good Rubber body liner. Two door with jump seats in rear. This vehicle deserves a look, offers given consideration. Phone 506-455-7690.

DID YOU HEAR? ???

Classifieds work!
Just ask one of our many happy customers:

"We run our ads year round and have always had good results with it."

-Phyllis, owner/operator, PT Tours, Moncton.



CHM Management Group provides the following services:
Drug and Alcohol Testing / Medicals (set up tests the same day as training)
Inspection services for Fall Protection Equipment (Legislated Periodic Inspections)
Safety Training (Both OSSA and non OSSA courses)
Safety training courses offered as follows:
OSSA Fall Protection (ABCS- Licensed OSSA Provider)
OSSA Confined Space Entry /Monitor (ABCS- Licensed OSSA Provider)
OSSA Elevated Work Platform (ABCS- Licensed OSSA Provider)
OSSA Fire Watch (ABCS- Licensed OSSA Provider)
Lift Truck (ABCS)
Telescopic Lift Truck (ABCS)
Skid Steer Loader (ABCS)
Rigging and Signalling (ABCS)
H2s Alive (Enform)
Wildlife Awareness (Suncor Verified)
Ground Disturbance (Global Training Level I & II)
First Aid CPR /AED training (Also provide AED's for purchase)
PCST (Pipeline Construction Safety Training)
CSTS-09 (Construction Safety Training System)
Safety Training schedule at www.chmsolutions.ca
Call 506-622-0283 or email info@chmsolutions.ca

MERCHANDISE

GENERAL ITEMS UNDER \$500

2 door Fisher wood stove, good condition, \$150. Call 650-8181

Antique farmers 1800's garden seeder spoked wooden wheel. \$250 657-1604

Bee Sharp - Snowblower TUNE - UPS
On-site service. Ph: Bee Sharp, 763-2817

Chesterfield in excellent condition, taupe color, \$125. Call 506-849-3100

Free large amount of 20 year compost, call 506-832-5304

GUNS WANTED
I PAY CASH
for rifles, shotguns
and handguns

Call (506) 261-1848

Kenmore Whispartone vacuum cleaner, asking \$25. Good condition. 672-9151.

NOTICES

TENDER/GENERAL NOTICES



ROTHESAY PUBLIC NOTICE

PUBLIC HEARING

In accordance with Section 68 of the Community Planning Act, R.S.N.B. (1973) Chapter C-12, and amendments thereto, PUBLIC NOTICE is hereby given that the town of Rothesay intends to consider an amendment to a development agreement, for properties off Longwood Drive and Carriage Way, identified as PID #s 30228456, 00441996, 30021539, 00284434, under authority of Section 101 of the Community Planning Act, supra, following a **PUBLIC HEARING** to be held on **Monday, November 20, 2017**, commencing at 7:00 p.m., at **Rothesay Town Hall**, 70 Hampton Road, Rothesay, New Brunswick.

The purpose of the hearing is to consider an amendment to the development agreement for Phase 2 of Bridlewood Estates, to allow for 44 single-family building lots and new public road connections. The properties are zoned Single Family Residential-Standard (R1B).

PUBLIC MEETING

In accordance with Rothesay Zoning By-law 2-10, the public is invited to a meeting on **Monday, November 20, 2017**, immediately following a public hearing, whereby the applicant will present their development proposal to the public and to allow the public to provide their comments.

The development proposal is for a 38 unit residential apartment building to be located on Millennium Drive, PID# 00065227. The property is zoned Millennium Park (MP) Zone.

The documentation for both proposals can be reviewed at the Town Office, 70 Hampton Road, Rothesay, New Brunswick, between the hours of 8:15 a.m. and 4:15 p.m., Monday to Friday, exclusive of civic holidays and is available online at www.rothesay.ca. Written comments will be received by the undersigned until **12:00 p.m., Thursday, November 16, 2017**. Any correspondence with employees, agents, or elected officials of the town of Rothesay may be subject to disclosure under the provisions of the Right to Information and Protection of Privacy Act, S.N.B. 2009, c. R-10.6.

Any person wishing to speak to either proposal may do so on **Monday, November 20, 2017**, commencing at 7:00 p.m. **PLEASE NOTE:** Individual comments will be limited to ten (10) minutes maximum.

Mary Jane E. Banks, BComm
Town Clerk - Rothesay



To: John Jarvie, Town Manager

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

Date: Wednesday, November 15, 2017

Subject: 36 Unit Apartment Building (Subdivision & Development Agreement)

INFORMATION REPORT

ORIGIN:

On October 2, 2017 PAC did consider an application from Mr. Andrew Dunn, requesting a development agreement to allow for a 36 unit residential apartment building located. On October 10, 2017 Council did schedule a public meeting for the application on Monday November 20, 2017 whereby the applicant will present their development proposal to the public and to allow the public to provide their comments.

Staff note that the original design of the apartment building did not comply with the zoning by-law as the proposed building was too long and did not comply with the zoning by-law (Section 3.3. DESIGN AND APPEARANCE OF BUILDINGS AND STRUCTURES.) Accordingly, the applicant has redesigned the building to comply with the 3:1 length width ratio. On **November 15, 2017** Staff received architectural renderings and elevations. The public will have the opportunity to review these renderings and PAC will review the renderings at their next meeting in advance of Council's next regular meeting.

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

Date: Wednesday, November 15, 2017

Attachments:

Attachment A – November 15, 2017 Renderings of the Apartment Proposal

















To: Chair and Members of Rothesay Planning Advisory Committee

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

Date: Thursday, November 02, 2017

Subject: 36 Unit Apartment Building (Subdivision & Development Agreement)

Applicant:	Andrew Dunn	Property Owner:	Scott Brothers Ltd.
Mailing Address:	871 South Barnaby Road Barnaby River, NB E1N 6G2	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:

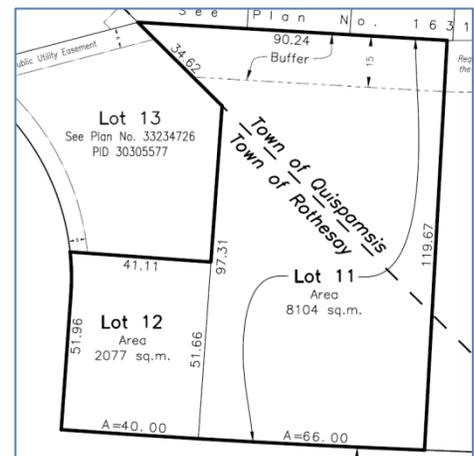
An application from Andrew Dunn, requesting a development agreement to allow for a 36 unit residential apartment building. (See Attachment A) Coinciding with Mr. Dunn’s application the land owner Scott Brothers Ltd. have submitted a separate application to create a new single 8104m² lot (LOT 11) through subdivision to accommodate the apartment proposal.

A public meeting for the application has been scheduled for **Monday November 20, 2017** whereby the applicant will present their development proposal to the public and to allow the public to provide their comments. Council will not be in a position to make a decision on the application until their regular scheduled meeting of December 11, 2017 accordingly PAC has until their December 4, 2017 meeting to provide recommendations.

Staff note that the original design of the apartment building did not comply with the zoning by-law as the proposed building at 269 feet long and 66 feet would have a length to width ratio of greater than 3:1 and not comply with the zoning by-law (Section 3.3. DESIGN AND APPEARANCE OF BUILDINGS AND STRUCTURES.) Accordingly, the applicant has redesigned the building to comply with the 3:1 length width ratio, however Staff are still waiting for architectural renderings and elevations. Staff believe that the by-law height restriction of 10m will need to be amended to accommodate the change from a 3 story building to a four storey building this will be confirmed upon receipt of the elevation drawings.

One Lot Subdivision (Cash in Lieu of LPP)

Staff note that the application by Scott Brothers Ltd. includes a proposal to subdivide the parent parcel (PID 00065227) to create LOT 11 being a new 8104m² lot of which only 5363m² is located within Rothesay. The proposed LOT 11 as shown on the Tentative Plan of subdivision Drawing # T-0499-PH19E (see Attachment C) requires no variances however; the applicant is not proposing that the Town accept any land for public purposes. 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



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.

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 \$72,400.50 for the 5363m² portion inside the Town boundary, 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 Lot in Rothesay	Estimated Value of Lot 11 (\$13.50 x 5363m ²)	LPP Cash in Lieu 8% of Estimated Value (\$72,400.50 x 8%)
\$13.50 / m ²	5363m ²	\$72,400.50	\$5,792.04

Analysis:

The proposed cash in lieu of Land for Public Purposes amount of **\$5,792.04** for the for the 5363m² portion inside the Town boundary of proposed Lot 11 complies with Rothesay Subdivision By-law No. 4-10.

Community Engagement

Staff will report back from the November 20, 2017 public meeting on any major public concerns or issues.

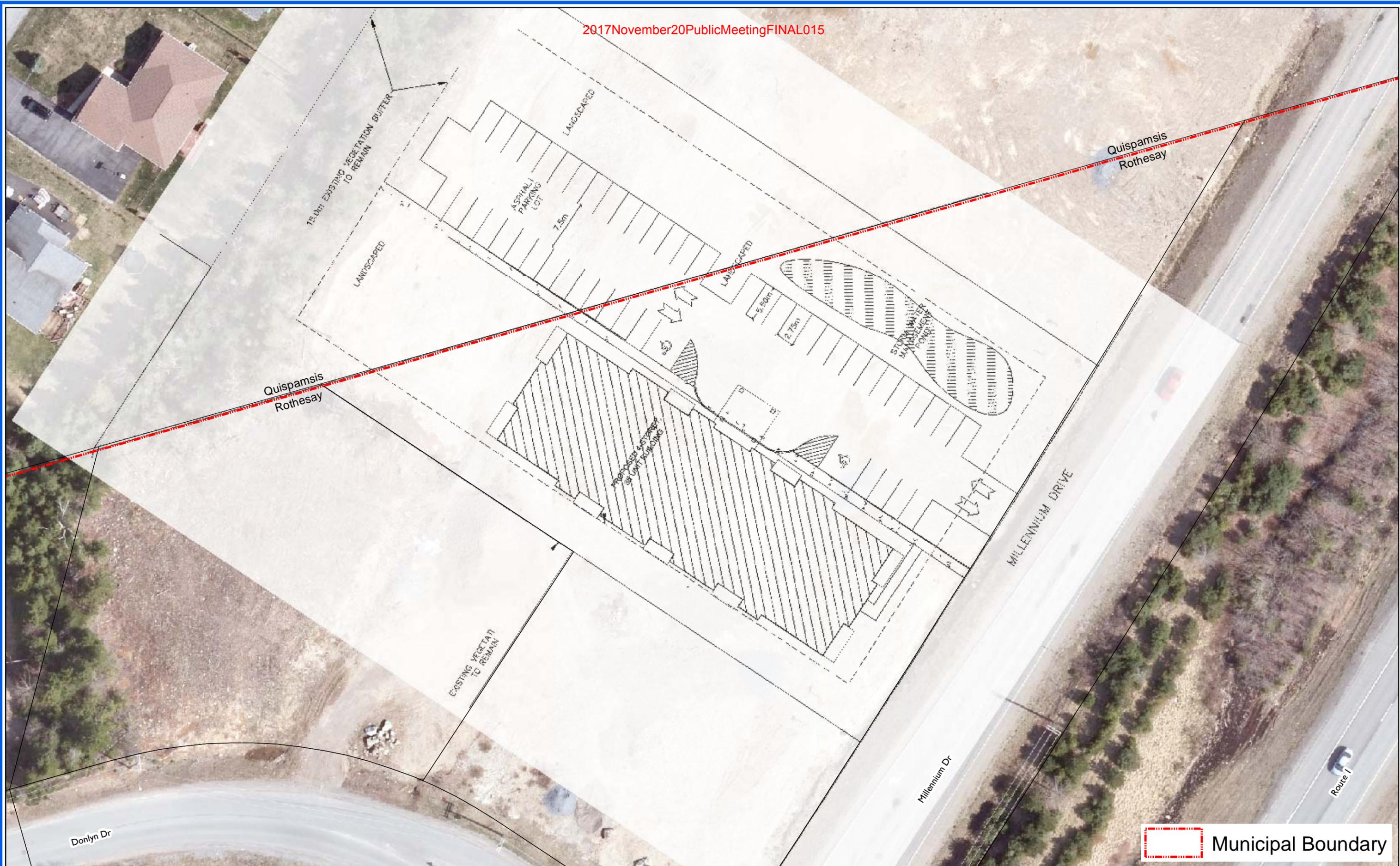
Recommendation:

It is recommended THAT the Planning Advisory Committee TABLE the application to the next regular meeting pending the submission of architectural renderings and building elevations.

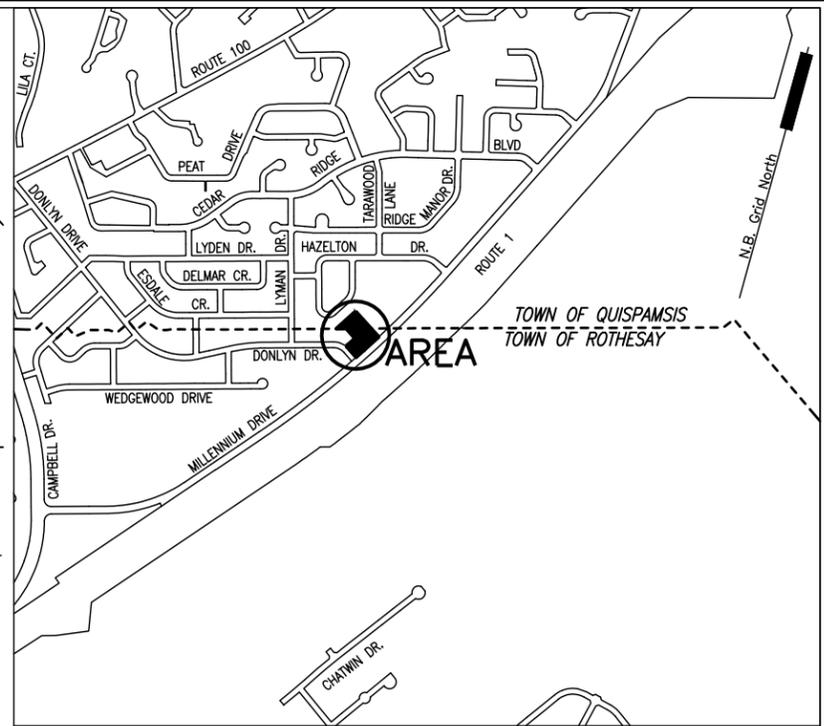
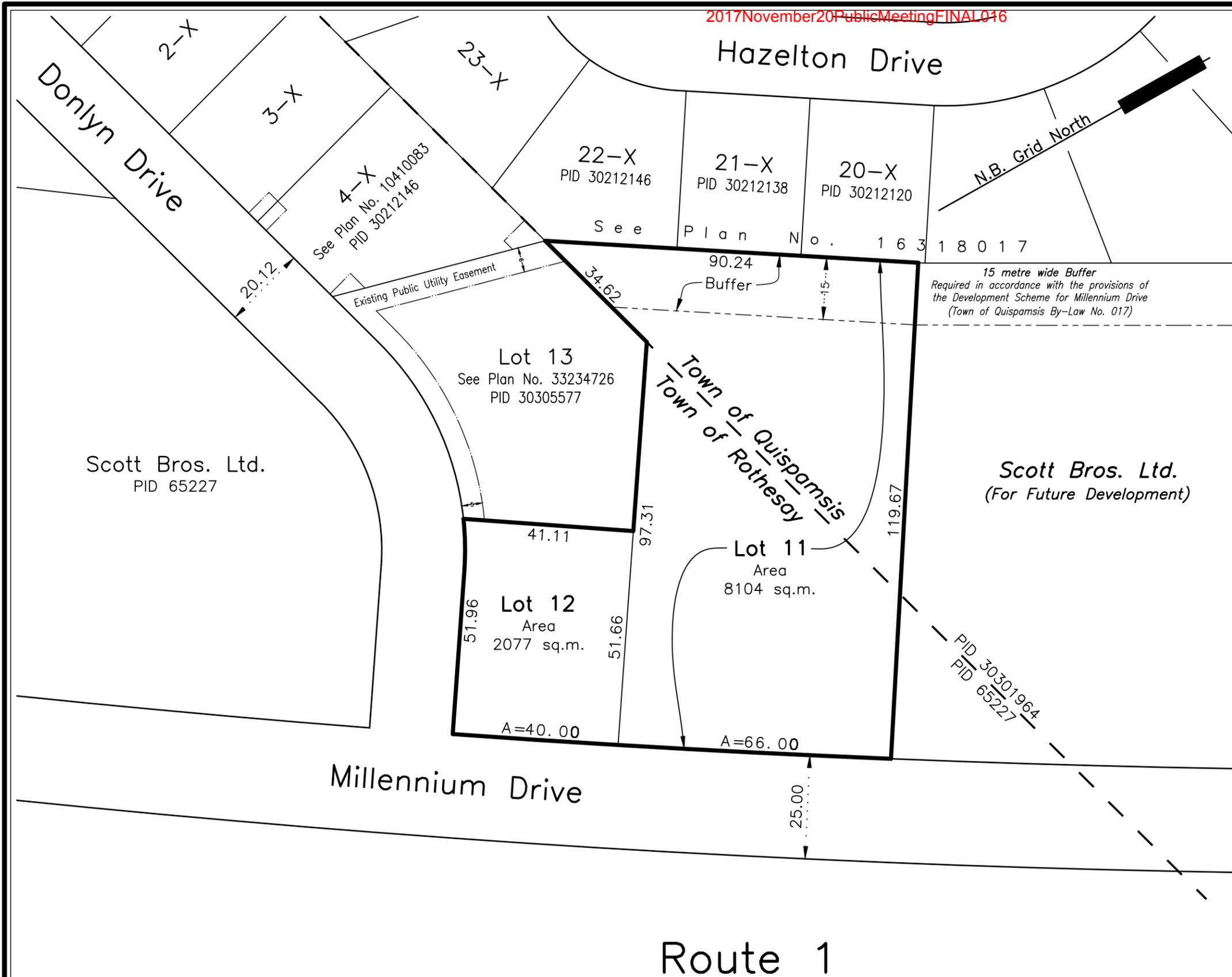


Report Prepared by: Brian L. White, MCIP, RPP
Date: Thursday, November 02, 2017

Attachments:
Attachment A Draft Development Agreement



36 Unit Apartment - Millennium Drive



Key Plan
Scale = 1:25,000

Tentative Plan
Sunset Acres Subdivision
Phase 19E
Town of Rothesay and
Town of Quispamsis
Kings County, N.B.



Scale = 1:1000

Dated: September 22, 2017
Job No. 87-0208E

Route 1

 **KIERSTEAD QUIGLEY**
and ROBERTS Ltd.
Saint John, New Brunswick

Dwg. No. T-0499-PH19E

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:

PENDING CORPORATE REGISTRATION
Andrew Dunn
871 South Barnaby Road
Barnaby River, NB
E1N 6G2 (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 multi-unit apartment
building 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 Andrew Dunn to
develop a multi-unit apartment building 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 A Property Identifier
Schedule B Site Plan
Schedule C Elevations and Floor Plans
2. The Developer agrees that the maximum number of buildings shall not
exceed 1 building and the maximum number of units in the building shall not
exceed 36 individual apartments.
3. The Town and Developer agree that the Development Officer may, at their
discretion, consider a reduction in the total area of the multi-unit apartment
building 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 multi-unit apartment building 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 multi-unit apartment building 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 multi-unit apartment building 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 **ANDREW DUNN, 871 South Barnaby Road, Barnaby River, NB, E1N 6G2** 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

Andrew Dunn **PENDING CORPORATE REGISTRATION**

Witness:

Andrew Dunn, Director

Rothesay:

Witness:

Mayor

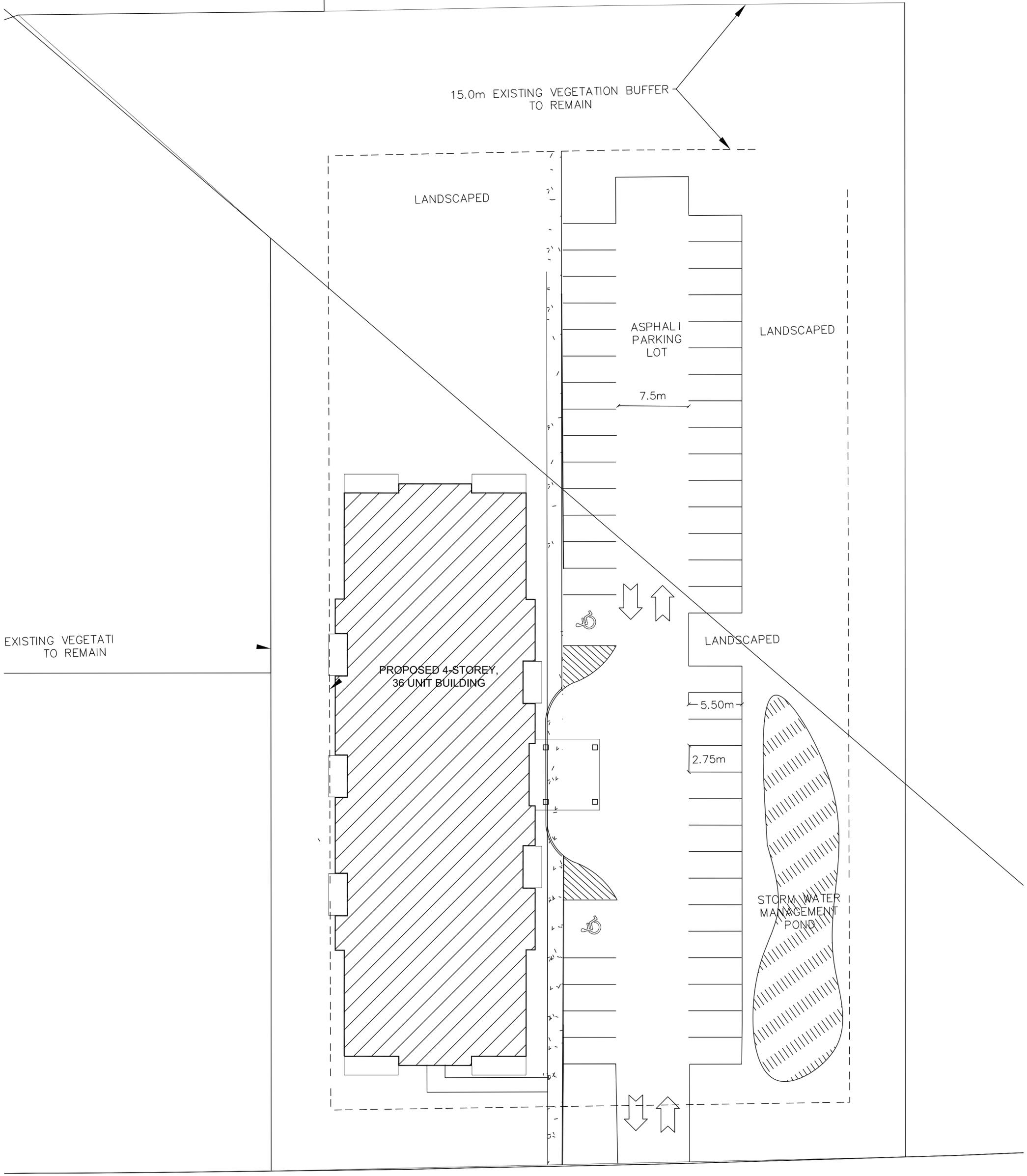
Witness:

Clerk

SCHEDULE A

PID 00065227

(PID to be retired pending lot subdivision)



15.0m EXISTING VEGETATION BUFFER TO REMAIN

LANDSCAPED

ASPHALT PARKING LOT

LANDSCAPED

7.5m

EXISTING VEGETATION TO REMAIN

PROPOSED 4-STOREY, 36 UNIT BUILDING

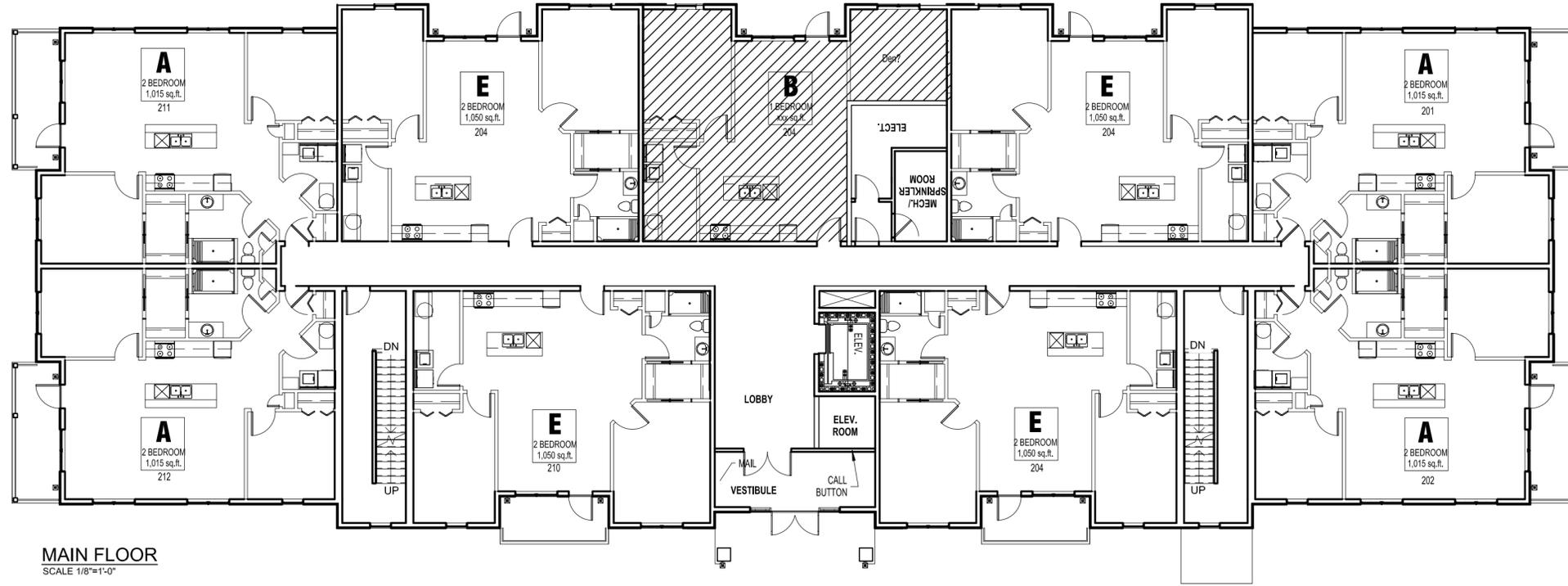
LANDSCAPED

5.50m

2.75m

STORM WATER MANAGEMENT POND

MILLENNIUM DRIVE



MAIN FLOOR
SCALE 1/8"=1'-0"



2nd FLOOR
SCALE 1/8"=1'-0"

Form 45

AFFIDAVIT OF CORPORATE EXECUTION

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

Deponent:

Andrew Dunn
PENDING CORPORATE REGISTRATION

88 Hilltop Drive
Hampton, NB
E5N 5P2

Office Held by Deponent:

Director

Corporation:

Andrew Dunn

Place of Execution:

Rothesay, Province of New Brunswick.

Date of Execution:

_____, 2017.

I, **Andrew Dunn**, the deponent, make oath and say:

1. That I hold the office specified above in the corporation specified above, and am authorized to make this affidavit and have personal knowledge of the matters hereinafter deposed to;
2. That the attached instrument was executed by me as the officer(s) duly authorized to execute the instrument on behalf of the corporation;
3. the signature "**Andrew Dunn**" 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:)
)
)

Commissioner of Oaths)

Andrew Dunn)

Form 45

AFFIDAVIT OF CORPORATE EXECUTION

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

Deponent: MARY JANE E. BANKS

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

Office Held by Deponent: Clerk

Corporation: Rothesay

Other Officer Who Executed the Instrument: NANCY E. GRANT

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

Office Held by Other Officer Who Executed the Instrument: Mayor

Place of Execution: Rothesay, Province of New Brunswick.

Date of Execution: _____, 2017.

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

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

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

BEFORE ME:)
)
)
)
Commissioner of Oaths)

_____)
MARY JANE E. BANKS



To: John Jarvie, Town Manager

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

Date: Friday, October 06, 2017

Subject: 36 Unit Apartment Building (Subdivision & Development Agreement)

INFORMATION REPORT

ORIGIN:

On October 2, 2017 PAC did consider an application from Mr. Andrew Dunn, requesting a development agreement to allow for a 36 unit residential apartment building. The proposed apartment building *did not* comply with the zoning by-law as the proposed 3 storey building at 269 feet long and 66 feet would have a length to width ratio of (4:1) being greater than the three to one (3:1) ratio permitted (reference Section 3.3. DESIGN AND APPEARANCE OF BUILDINGS AND STRUCTURES¹)

In consideration of the concern over the building's length, the applicant has supplied preliminary revised drawings showing a 4 storey building (191ft x 66ft) that would comply with the zoning by-law Section 3.3. Design and Appearance Of Buildings and Structures.

If Council chooses to schedule a public meeting for the proposed apartment building it is this revised design that would be presented to the public.

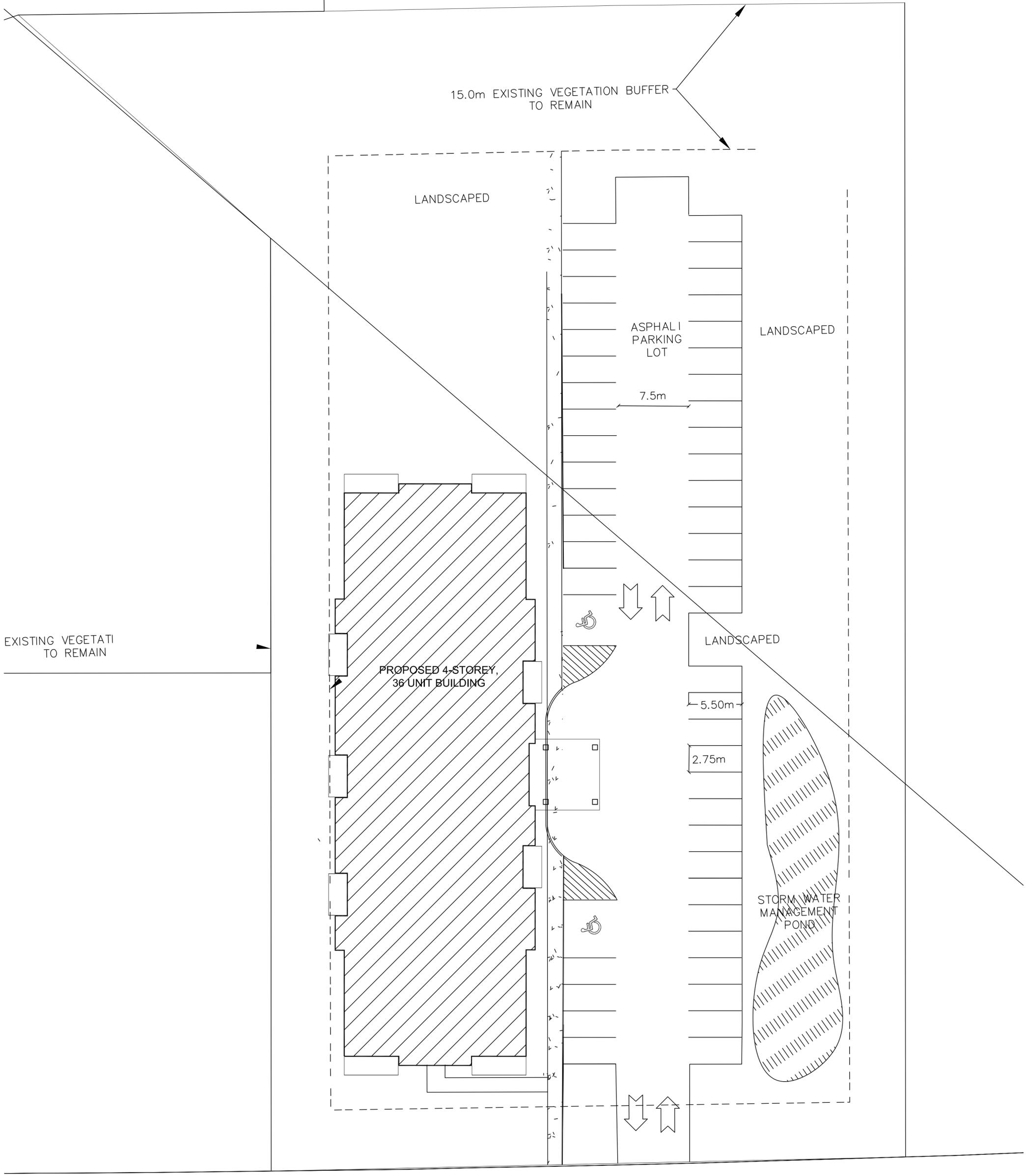
Report Prepared by: Brian L. White, MCIP, RPP

Date: Friday, October 06, 2017

Attachments:

Attachment A – Revised Apartment Proposal

¹ No residential building with a length to width ratio of greater than three may be erected or placed on any site.



15.0m EXISTING VEGETATION BUFFER TO REMAIN

LANDSCAPED

ASPHALT PARKING LOT

LANDSCAPED

7.5m

EXISTING VEGETATION TO REMAIN

PROPOSED 4-STORY, 36 UNIT BUILDING

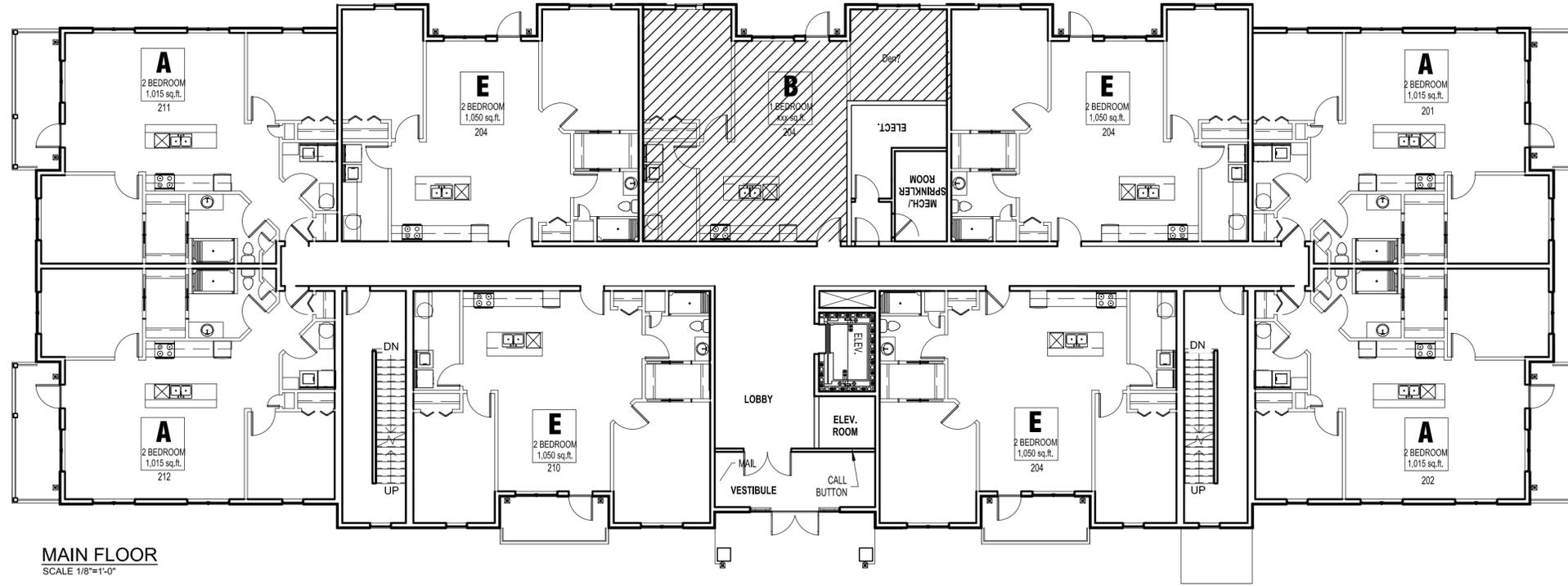
LANDSCAPED

5.50m

2.75m

STORM WATER MANAGEMENT POND

MILLENNIUM DRIVE



MAIN FLOOR
SCALE 1/8"=1'-0"



2nd FLOOR
SCALE 1/8"=1'-0"



To: Chair and Members of Rothesay Planning Advisory Committee

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

Date: Wednesday, September 27, 2017

Subject: 36 Unit Apartment Building (Subdivision & Development Agreement) **without attachments**

Applicant:	Andrew Dunn	Property Owner:	Scott Brothers Ltd.
Mailing Address:	871 South Barnaby Road Barnaby River, NB E1N 6G2	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 Andrew Dunn, on behalf of Scott Brothers requesting a development agreement to allow for a 36 unit residential apartment building. (See Attachment A) Coinciding with Mr. Dunn’s application the land owner Scott Brothers Ltd. have submitted a separate application to create a new single 8104m² lot (LOT 11) through subdivision to accommodate the apartment proposal.

BACKGROUND:

The proposal to construct an apartment building would be located on land that borders the Town of Quispamsis and Rothesay. The portion of the development in Quispamsis requires separate consideration of zoning and subdivision approval process from Quispamsis Council. The land in Rothesay is zoned Millennium Park Zone [MP] which allows for commercial, higher density residential between (10 to 20 units/acre) and institutional uses in an integrated development area where all development is controlled by agreement with Council.



Figure 1 - Subject Lands 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.



Figure 2 – Conceptual Rendering of the Proposed Building

In consideration of the application and support of the proposed development agreement PAC will note that the apartment proposal does not comply with the zoning by-law as the proposed building at 269 feet long and 66 feet would have a length to width ratio of greater than three and not comply with the zoning by-law (Section 3.3. DESIGN AND APPEARANCE OF BUILDINGS AND STRUCTURES.) Staff will also be recommending that the building length be modified to comply with the zoning by-law.

Development Agreement:

Notwithstanding the length of the proposed apartment building, Staff believes that it can otherwise be developed in compliance with the zoning by-law subject to the specific terms of a development agreement. Staff has reviewed the proposal and will prepare a draft agreement that includes the requirements to construct a specific proposal including as follows:

- A. Architectural plans for the building;
- 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 8104m² 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. 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

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.

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 \$109,404, 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 Lot 11 (\$13.50 x 8104m ²)	LPP Cash in Lieu 8% of Estimated Value (\$109,404 x 8%)
\$13.50 / m ²	8104m ²	\$109,404	\$8,752.32

Analysis:

The proposed cash in lieu of Land for Public Purposes amount of **\$8,752.32** for the proposed Lot 11 (8104m²) complies with Rothesay Subdivision By-law No. 4-10.

Community Engagement

Staff will conduct polling on behalf of PAC and report back on the issues presented by the public associated with the application.

Recommendation:

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

- A. Rothesay PAC hereby recommends that Council schedule a public meeting on behalf of the applicant to allow the community to become familiar with the proposal and provide comment.



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

Date: Wednesday, September 27, 2017

Attachments:

- Map 1 Location of Subject Property
- Attachment A Apartment Proposal
- Attachment B Proposed Plan of Subdivision