2021August16PublicHrg48ChapelRdFINAL_001

ROTHESAY

PUBLIC HEARING AGENDA
Rothesay Town Hall IN PERSON
Commencing at 6:00 p.m.
Monday, August 16, 2021

PUBLIC HEARING **CHAPEL ROAD – 48 UNIT APARTMENT BUILDING**
PID 30206882

1. CALL TO ORDER Instructions

2. PUBLIC HEARING

Documentation

13 August 2021	Memorandum prepared by Director Brian White, MCIP RPP
21 July 2021	*Community Planning Act*, Section 111 notice to website
DRAFT	By-law 2-10-28
DRAFT	Development Agreement
April 30, 2021	Staff Report to Planning Advisory Committee
July 2, 2021	Staff Report to Planning Advisory Committee

Appearances/Presentations:

Presentation: **Luke Moffett and Sean Hall (Developers)**

Presentation: **Brian White, MCIP RPP, Director of Planning/Development Services**

Comments/Appearances: Letters from residents (1)

3. ADJOURNMENT

70 Hampton Road
Rothesay, NB
E2E 5L5 Canada

Rothesay Council
August 16, 2021

TO: Mayor Grant and Rothesay Council

SUBMITTED BY: Original signed by Town Clerk
Mary Jane Banks, Town Clerk

DATE: Friday, August-13-21

SUBJECT: Public Hearing By-law 2-10-28 – Chapel Road Rezoning

RECOMMENDATION:

Council give 1st Reading, by Title, to By-law 2-10-28, "A By-law to Amend the Zoning By-law".

PAC RECOMMENDATION:

The application before Council is to rezone the subject property to the R-4 Multi-Unit Residential Zone to permit a 48-unit apartment building by development agreement. The application has been reviewed by Staff and the Planning Advisory Committee (PAC) pursuant to the policies of Rothesay Municipal Plan By-law 1-20. The standard procedure for a rezoning is that Council receive from PAC a recommendation on the rezoning and the development agreement in advance of the public hearing. However, the regular August PAC meeting was cancelled and therefore the PAC recommendation is delayed.

Rothesay's PAC will meet in September and Staff expect that PAC will forward a recommendation before the regular Council meeting scheduled for September 13, 2021. Staff anticipate only minor changes to the development agreement and no substantive changes to the developer's proposal.

BACKGROUND:

An application from Mr. Sean Hall and Mr. Luke Moffett to develop 48 unit apartment building on a 5,973 square meter (1 ½ acres) vacant lot off Chapel Road.

The property is currently zoned General Commercial (GC) this zone is intended to apply to larger commercial operations, such as large commercial retail stores, hotels, shopping centers, car dealerships and self-storage facilities. The proposed use as a residential apartment building is not listed as a permitted use within the GC zone. However, the Municipal Plan By-law 1-20 does contain policy direction (see Policy HDR-4 follows) that would allow Council to consider the application.

Figure 1 - Site Location - Vacant Lot off Chapel Road

The commercial areas in Rothesay are potential opportunity sites where higher density residential may be added as a means of providing people with better access to services, within walkable distances and thereby reduce car dependence, and to increase housing diversity.

DEVELOPMENT PROPOSAL KEY FEATURES:

1. 48 Unit - 4 Storey Apartment Building
    a. 8 Affordable Housing Units
    b. 2 Age Friendly Accessible Units
    c. 2 Barrier-Free Units Designed to the Provincial Building Code Regulation
2. 61 Parking Spaces (37 Underground And 24 Surface Parking Spaces)
3. Developer Cost Contribution toward Intersection Improvements at Chapel And Marr Road
4. Landscaping and Stormwater Plans

Staff also note that in consideration of the application, the developer submitted a traffic impact report. Staff note that the report states that traffic delays are expected to increase at the Chapel Road to Marr Road approach. However, these delays at the intersection are expected to remain low and traffic signals will not be warranted based on the TAC signal warrant methodology. Staff generally agree with the traffic analysis nevertheless believe that the “traffic delays” will likely create public calls for intersection improvements. The developer has agreed to contribute to the intersection improvements at Marr and Chapel should they be required.

Report Prepared by: Brian L. White, MCIP, RPP
Date: Thursday, August 12, 2021

ATTACHMENTS:

Attachment A Public Notice of By-law 2-10-28 as Advertised

By-law Notices / Hearings

ROTHESAY COUNCIL

PUBLIC HEARING NOTICE

(IN-PERSON at Rothesay Town Hall)

Monday, August 16, 2021 at 6:00pm

In accordance with Section 111 of the *Community Planning Act*, SNB 2017, c19 and amendments thereto, PUBLIC NOTICE is hereby given that the town of Rothesay intends to consider an amendment to By-law 2-10, “Rothesay Zoning By-law” for the property located off Chapel Drive, identified as PID # 30206882, following a Public Hearing **IN-PERSON** on **Monday, August 16, 2021 at 6:00 p.m.** at Rothesay Town Hall, 70 Hampton Road, Rothesay, NB.

The purpose of the amendment is to rezone the property located off Chapel Drive from General Commercial (GC) to Multi-Unit Residential (R4) to allow for the development of a 48-unit apartment building, subject to the execution of a Development Agreement, in accordance with the *Community Planning Act,* supra.

The following documentation can also be reviewed at the Town Office, 70 Hampton Road, Rothesay, NB Monday to Friday 8:15 am – 12 noon and 1:15 – 4:30 pm (closed between 12 noon and 1 pm), exclusive of civic holidays:

DRAFT By-law 2-10-28

DRAFT Development Agreement

April 30, 2021 Staff Report to Planning Advisory Committee

July 2, 2021 Staff Report to Planning Advisory Committee

Written objections to the proposed amendment will be received by the undersigned until **12 noon on Wednesday, August 11, 2021** and will be provided to Council for the public hearing.Any person wishing to speak at the Public Hearing **MUST contact the Town Clerk** to register (to allow for COVID-19 protocols). **Registration is required no later than Friday, August 13, 2021 at NOON.**

Please note that all records in the custody or under the control of the town of Rothesay are subject to the provisions of the *Right to Information and Protection of Privacy Act*, SNB 2009, c. R-10.6 and may be subject to disclosure. Records may be shared with internal departments, external agencies or released at a Town committee meeting, which may be public. Any questions regarding the collection of this information can be directed to the Rothesay Town Clerk.

Mary Jane E. Banks, BComm

Town Clerk – Rothesay

(MaryJaneBanks@rothesay.ca)

506-848-6600

BY-LAW 2-10-28
A BY-LAW TO AMEND THE ZONING BY-LAW
(No.2-10 Rothesay)

The Council of the town of Rothesay, under authority vested in it by the Community Planning Act, and amendments thereto, hereby amends By-Law 2-10 "Rothesay Zoning By-law" and enacts as follows:

That Schedule A, entitled "Zoning" as attached to By-Law 2-10 "ROTHESAY ZONING BY-LAW" is hereby amended, as identified on the attached sketch, identified as Attachment "2-10-28".

The purpose of the amendment is to rezone lands located off Chapel Drive (PID 30206882) from General Commercial (GC) to Multi-Unit Residential (R4) to allow for the development a 48-unit apartment building subject to the execution of a Development Agreement in accordance with the Community Planning Act, supra.

FIRST READING BY TITLE :

SECOND READING BY TITLE :

READ IN ENTIRETY :

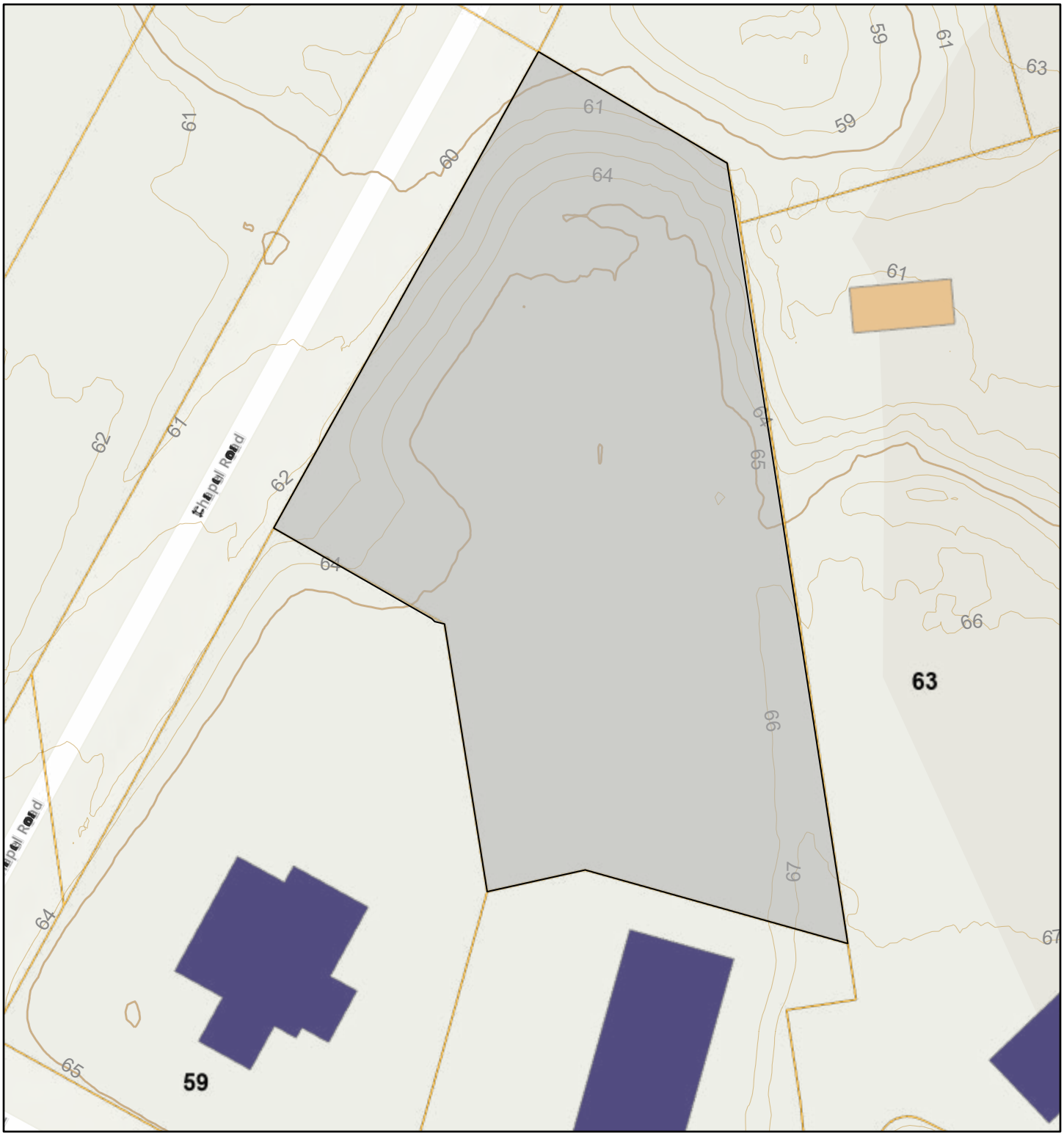
THIRD READING BY TITLE
AND ENACTED :

MAYOR

CLERK

Attachment - Bylaw 2-10- 28 Subject Property - PID:30206882

2021August16PublicHrg48ChapelRdFINAL_007



6/23/2021, 2:01:05 PM

1:1,128

0 0.01 0.01 0.02 mi

0 0.01 0.02 0.04 km

Building

Commercial

Industrial

Rothesay Boundary

Property

Civic Address

Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community, Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Rothesay

DEVELOPMENT AGREEMENT

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

Parcel Identifier of Parcel Burdened by Agreement:	30206882
Owner of Land Parcels:	**637339 N.B. INC.** Tammy Moffett, Director 76 Highland Avenue Rothesay NB E2E 5N9 (Hereinafter called the "Developer")
Agreement with:	**Rothesay** 70 Hampton Road Rothesay, N.B. E2E 5L5 (Hereinafter called the "Town") a body corporate under and by virtue of the Local Governance Act, RSNB 2021, Chapter 18, located in the County of Kings and Province of New Brunswick

WHEREAS the Developer is the registered owner of certain lands located off Chapel Road (PID 30206882) 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 forty-eight (48) unit apartment building with underground parking on the Lands as described in Schedules B through D. *(*herein after called the "Project*")*

AND WHEREAS Rothesay Council did, on INSERT DATE, authorize the Mayor and Clerk to enter into a Development Agreement with 637339 N.B. INC. to develop a residential apartment complex 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 agrees that the number of residential units situated on the Lands shall not exceed forty-eight (48) residential apartment units.

Schedules

2. The Developer agrees to develop the Lands in a manner, which, in the opinion of the Development Officer, is generally in conformance with the following Schedules attached to this Agreement:
    a. Schedule A Legal Description of Parcels
    b. Schedule B Proposed Site Plan and Location of Building
    c. Schedule C Building Elevations (4)
    d. Schedule D Landscape Plan
    e. Schedule E Storm Water Management Plan

Site Development

3. The Developer agrees that except as otherwise provided for herein the use of the Lands shall comply with the requirements of the Rothesay Zoning By-law and Subdivision By-law, as may be amended from time to time.

4. The Developer agrees to develop the Lands in a manner, which, in the

opinion of the Development Officer, is generally in conformance with Schedules B, C, D and E.

Affordable Housing

5. The Developer agrees to maintain for a period of twenty (20) years, calculated from the first day of building occupancy, no fewer than 8 'affordable' 2 bedroom apartment units with monthly rental rates based at or below 30% of the Single Parent Median Income in Rothesay as determined by the most recent available data from Statistics Canada.

6. The Developer further agrees that once the base rents for the affordable are established in the first year of occupancy, they can only be raised by a maximum of the Consumer Price Index (CPI), annual average not seasonally adjusted for Saint John, N.B.

7. The Developer agrees to provide to Rothesay an annual audit or legal affidavit prepared by a licensed member of the Chartered Professional Accountants of New Brunswick that provides reasonable assurance that an audit conducted of the affordable units complies with this agreement in accordance with Canadian generally accepted auditing standards.

8. The Developer agrees to bear all costs associated with the annual audit or legal affidavit referenced in paragraph 7 and to fully cooperate with Rothesay relating to such audit monitoring and evaluation.

9. The Developer agrees that during the full Term of this Agreement, that any failure by the Developer to maintain the affordability provisions as set out in paragraphs 5, 6 and 7 or any other violation of any material term of the affordability principles shall constitute a default under this Agreement.

10. The Developer agrees that upon any such default, Rothesay may demand that Developer pay to Rothesay an amount equal to twice the difference of the actual rent received and the maximum amount of rent permitted under clause 6. The Developer agrees to pay interest on any balance in arrears at the rate of 1.25% percent per month compounded monthly.

11. Rothesay and the Developer agree that nothing contained in this agreement shall make or be construed to make any tenant or resident of the Project the responsibility of Rothesay.

Universal Design Barrier-Free Apartments

12. The Developer agrees to construct two (2) apartments utilizing Universal Design principles to achieve an accessible barrier-free standard to the satisfaction of the Development Officer in consultation with the Town's Building Inspector.

13. The Developer agrees that the building occupancy permit shall not be granted by Rothesay until the requirements set out in paragraph 12 are substantially completed and approved by Rothesay.

Architectural Guidelines

14. The Developer agrees that an objective of this development is to provide a high quality and visually attractive development, which exhibits an architectural design that reinforces the community character and that is generally consistent with the existing styles of housing in Rothesay. The Developer agrees to ensure the following:

    a. The architectural design of the building shall be, in the opinion of the Development Officer, generally in conformance with Schedule C.

    b. All exterior mounted ventilation and related mechanical equipment, including roof mechanical units, shall be concealed by screening in a

manner to reduce clutter and negative impacts on the architectural character of the building.

Storm Water

15. The Developer shall carry out, subject to inspection and approval by Town representatives, the installation of a storm water system as per Schedule E of this agreement. The Developer agrees to accept responsibility for all costs associated such installation including the following:

    a. Construction, to Town standards, of a storm water system including pipes, fittings, precast sections for manholes and catch basins capable of removing surface water from the entire developed portion of the lands to a predetermined location selected by the Developer's Engineer and approved by the Town Engineer,

    b. topsoil and hydro-seeding of shoulders of roadways.

16. The Developer agrees to submit for approval by the Town, prior to commencing any work on the storm water system such plans, as required by the Town, that shall conform with the design schematics and construction standards of the Town, unless otherwise acceptable to the Town Engineer.

17. The Developer agrees that all roof leaders, down spouts, and other storm water drains from the building, parking lot and landscape features shall not be directed or otherwise connected or discharged directly to the Town's storm water or sanitary collection system.

18. 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.

Traffic Signals – Cost Contribution

19. The Developer agrees to pay to Rothesay upon receipt of an invoice an amount not exceeding thirty-three percent (33%) of the actual cost incurred and expended by Rothesay for traffic signalization including, curbing, sidewalks, road widening, traffic lights, poles, controllers, accessories, electrical equipment and appurtenances necessary for their installation and initial operation, installed at the intersection of Marr Road and Chapel Drive.

20. Rothesay and the Developer agree that the capital cost contribution obligation (paragraph 19) shall expire in twenty 20 years from the date of the execution of this agreement should Rothesay not proceed with the traffic signalization as referenced in paragraph 20.

21. The Town and Developer agree that the design and construction of the intersection and related improvements shall be solely determined by the Town.

Water Supply

22. The Developer agrees to connect to the Town's nearest and existing water system at a point to be determined by the Town Engineer and utilizing methods of connection approved by the Town Engineer.

23. The Town agrees to supply potable water for the purposes and for those purposes only for a maximum of forty-eight (48) residential dwellings and for minor and accessory purposes incidental thereto and for no other purposes whatsoever.

24. The Developer agrees to pay the Town a fee for connection of the building to the Town water system including sprinkler feed to the Town water system calculated in the manner set out in By-law 1-18, Rothesay Water

By-law as amended from time to time, to be paid to the Town twelve (12) months following the issuance of the building permit.

25. The Developer agrees that the Town does not guarantee and nothing in this Agreement shall be deemed a guarantee of an uninterrupted supply or of a sufficient or uniform water pressure or a defined quality of water. The Town shall not be liable to the Developer or to any person, firm or corporation for any damage or injury caused by the interruption of the supply of water, the lack of uniform pressure thereof or the quality of water.

26. The Developer agrees that all connections to the Town water mains shall be approved and inspected by the Town Engineer or such other person as is designated by the Town prior to backfilling and that the operation of water system valves is the sole responsibility of the Town.

27. The Developer agrees to comply with the Town's Water By-law and furthermore that a separate water meter shall be installed, at their expense, for each residential connection made to the Town's water system.

28. The Developer agrees that the Town may terminate the Developer's connection to the Town water system in the event that the Town determines that the Developer is drawing water for an unauthorized purpose or for any other use that the Town deems in its absolute discretion or if an invoice for water service is more than 90 days in arrears..

29. The Developer agrees to provide, prior to the occupation of any buildings or portions thereof, written certification of a Professional Engineer, licensed to practice in New Brunswick that the connection of service laterals and the connection to the existing Town water system have been satisfactorily completed and constructed in accordance with the Town specifications.

Sanitary Sewer

30. The Developer agrees to connect to the existing sanitary sewer system at a point to be determined by the Town Engineer and utilizing methods of connection approved by the Town Engineer.

31. The Developer agrees to pay the Town a fee for connection to the Town sewer system calculated in the manner set out in By-law 1-15 Rothesay Sewage By-law, as amended from time to time, to be paid to the Town twelve (12) months following the issuance of the building permit.

32. The Developer agrees to carry out subject to inspection and approval by Town representatives, and pay for the entire actual costs of Engineering design, supply, installation, inspection and construction of all service lateral(s) necessary to connect to the existing sanitary sewer system inclusive of all pipes, laterals, fittings, and precast concrete units.

33. The Developer agrees to submit for approval by the Town, prior to commencing any work to connect to the sanitary sewer system, any plans required by the Town, with each such plan meeting the requirements as described in the Town specifications for such development.

34. The Developer agrees that all connections to the Town sanitary sewer system shall be supervised by the Developer's engineer and inspected by the Town Engineer or such other person as is designated by the Town prior to backfilling and shall occur at the sole expense of the Developer.

Retaining Walls

35. The Developer agrees that dry-stacked segmental concrete (masonry block) gravity walls shall be the preferred method of retaining wall construction for the purpose of erosion control or slope stability on the Lands and furthermore that the use of metal wire basket cages filled with rock (gabions) is not an acceptable method of retaining wall construction.

36. The Developer agrees to obtain from the Town a Building Permit for any

retaining wall, as required on the Lands, in excess of 1.2 meters in height and that such retaining walls will be designed by a Professional Engineer, licensed to practice in New Brunswick.

Indemnification

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

Notice

38. Any notice or advice which is to be given under this Agreement shall be deemed to have been satisfactorily given to the Developer if delivered personally or by prepaid mail addressed to **637339 N.B. INC.,** 76 Highland Avenue, Rothesay NB, E2E 5N9 and to the Town if delivered personally or by prepaid mail addressed to **ROTHESAY,** 70 HAMPTON ROAD, ROTHESAY, NEW BRUNSWICK, E2E 5L5. In the event of notice by prepaid mail, the notice will be deemed to have been received four (4) days following its posting.

By-laws

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

Termination

40. The Town reserves the right and the Developer agrees that the Town has the right to terminate this Agreement without compensation to the Developer if the specific proposal has not been completed 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 to the provisions of the Rothesay Zoning By-law.

41. Notwithstanding paragraph 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 municipal service infrastructure has begun and that such construction is deemed by the Development Officer in consultation with the Town Engineer as being continued through to completion as continuously and expeditiously as deemed reasonable.

42. The Developer agrees that should the Town terminate this Agreement the Town may call the Letter of Credit described herein and apply the proceeds to the cost of completing the work or portions thereof as outlined in this Agreement. If there are amounts remaining after the completion of the work in accordance with this Agreement, the remainder of the proceeds shall be returned to the Institution issuing the Letter of Credit. If the proceeds of the Letter of Credit are insufficient to compensate the Town for the costs of completing the work mentioned in this Agreement, the Developer shall promptly on receipt of an invoice pay to the Town the full amount owing as required to complete the work.

Security & Occupancy

43. The Town and Developer agree that Final Occupancy of the proposed 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 and an Occupancy Permit has been issued.

44. Notwithstanding Schedule D and E of this Agreement, the Town agrees that the Occupancy Permit may be issued provided the Developer supplies a security deposit in the amount of one hundred twenty percent (120%) 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 an automatically renewing, irrevocable letter of credit issued by a chartered bank dispensed to and in favour of Rothesay;

    b. Rothesay may use the security to complete the work as set out in Schedule D and E of this Agreement including landscaping or storm water works not completed within a period not exceeding six (6) months from the date of issuance of the Occupancy Permit;

    c. all costs exceeding the security necessary to complete the work as set out in Schedule D and E this Agreement shall be reimbursed to Rothesay; and

    d. any unused portion of the security shall be returned to the Developer upon certification that the work has been completed and acceptable to the Development Officer.

Failure to Comply

45. The Developer agrees that after sixty (60) days written notice by the Town regarding the failure of the Developer to observe or perform any covenant or condition of this Agreement, then in each such case:

    (a) The Town shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defense based upon the allegation that damages would be an adequate remedy;

    (b) The Town may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on the Lands and be shown on any tax certificate issued under the Assessment Act;

    (c) The Town may, by resolution of Council, discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; and/or

    (d) In addition to the above remedies, the Town reserves the right to pursue any other remediation under the *Community Planning Act* or Common Law in order to ensure compliance with this Agreement.

Entire Agreement

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

Severability

47. If any paragraph or part of this agreement is found to be beyond the powers

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

Reasonableness

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

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

IN WITNESS WHEREOF, each of the parties set out below has caused this Agreement, made in duplicate, to be duly executed by its respective, duly authorized officer(s) as of _____, 2021.

Witness: 637339 N.B. INC.

_____ _____
Tammy Moffett, Director

Witness: Rothesay:

_____ _____
Nancy E. Grant, Mayor

_____ _____
Mary Jane E. Banks, Clerk

SCHEDULE A

PID: | **30206882**

Form 45

AFFIDAVIT OF CORPORATE EXECUTION

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

Deponent:	Tammy Moffett 76 Highland Avenue Rothesay NB E2E 5N9
Office Held by Deponent:	**Director**
Corporation:	637339 N.B. INC.
Place of Execution:	Rothesay, Province of New Brunswick.
Date of Execution:	_____, 2021

I, **Tammy Moffett**, 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 "**Tammy Moffett**" subscribed to the within instrument is the signature of me and is in the proper handwriting of me, this deponent.

4. the Seal affixed to the foregoing indenture is the official seal of the said Corporation was so affixed by order of the Board of Directors of the Corporation to and for the uses and purposes therein expressed and contained;

5. That the instrument was executed at the place and on the date specified above;

DECLARED TO at Rothesay,
in the County of Kings,)
and Province of New Brunswick,)
This ___ day of _____, 2021)
)
BEFORE ME:)
)
_____)
Commissioner of Oaths)

_____
Tammy Moffett

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:	_____, 2021

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 _____, 2021)
)
)
)
BEFORE ME:)
)
)
_____)
Commissioner of Oaths)

_____
MARY JANE E. BANKS

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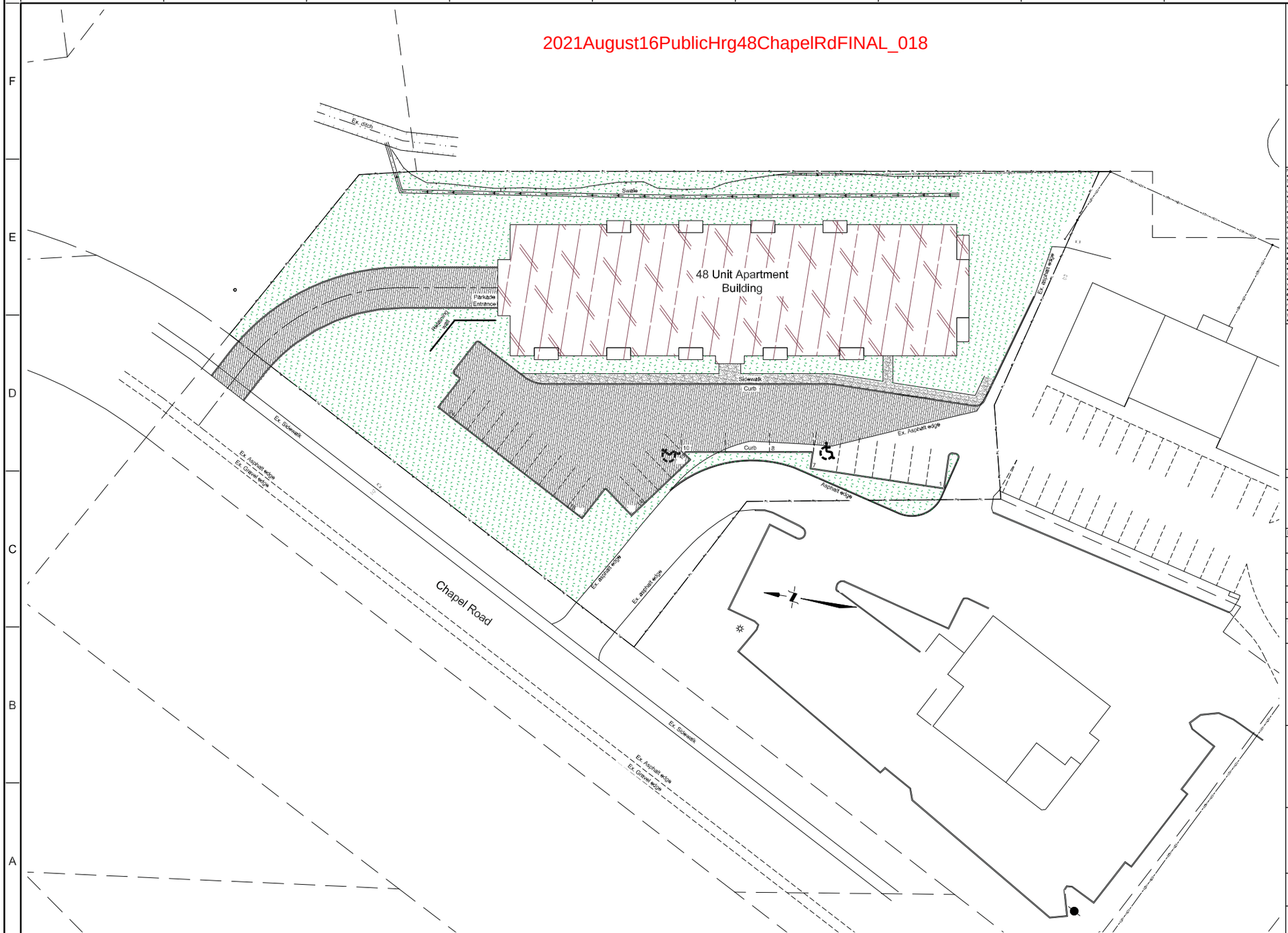

DON - MORE
SURVEYS & ENGINEERING LTD.

REGISTERED PROFESSIONAL ENGINEER
Province of New Brunswick
M5990
Andrew K. Toole
Signature
2021-04-06
Date

Notes:
- All work to be performed in accordance with the Town of Rothesay General Specifications, Latest Revision.
- All elevations are geodetic based on Service New Brunswick Active Control Utilities geoid model CGVD2013.
- The approximate location of known infrastructure is shown on the plans based on the best available information at the time. However, the consultant accepts no responsibility for the accuracy or completeness of this information.
- Contractor to confirm horizontal location and vertical elevation of all existing services prior to commencing work. Contractor to immediately report any discrepancies to the engineer.
- It is the responsibility of the contractor to become familiar with and understand the nature and extent of the work to be executed, the nature of the soil, surface water drainage, the general form of the surface of the ground, and generally of all matters which can in any way influence the construction of this project.
- All required permits must be obtained in advance of construction.
- All applicable City by-laws, Provincial and Federal statutes and regulations must be adhered to.
- Contractor may not substitute any materials unless approved by the engineer.
- Contractor to notify the Town of Rothesay regarding construction schedule prior to commencing construction.
- Contractor shall be responsible for traffic control and safety measures during the work.
- The contractor shall check and verify all dimensions and utility locations and report all errors and omissions prior to commencing work.
- All municipal infrastructure, public utilities, natural gas mains, and other infrastructure must be located in the field prior to the start of excavation.
- Contractor to ensure proper erosion and sedimentation control methods are used to control lake runoff during construction.
- All required permits must be obtained in advance of construction.

- New Building Areas
- New Asphalt Areas
- New Concrete Areas
- New Gravel Areas
- New Grass Areas
- New Wooded Areas

Revision:

No.	Date y/m/d	Description
1	2021-04-06	Issued for Review

Dwg: 19195ESP4
Dated: April 6, 2021
Designed by: A. Toole
Drawn by: A. Toole
Checked by: A. Toole
If this bar is not 25mm long, adjust your plotting scale
Scale: Horizontal 1:250 Vertical N/A
SCALE: 1:250 METRIC
5 4 3 2 1 0 5 10 15

Client:
Luke Moffett

Project:
Apartment Building
Chapel Road, Rothesay, NB

Title:
Site Plan

Sheet C2 of 6

Issue: Issued for Review
Date of: 2021-04-06
Rev # 1

EXTERIOR MATERIALS LEGEND	
1	MASONRY VENNEER
2	ALUMINUM CURTAIN WALL SYSTEM
3	PREFINISHED CLADDING TYPE I_COLOUR I_PROFILE I
4	PREFINISHED CLADDING TYPE I_COLOUR II_PROFILE I
5	PREFINISHED CLADDING TYPE I_COLOUR III_PROFILE II
6	PREFINISHED CLADDING TYPE II
7	ALUMINUM FRAMED GLASS GUARD
8	ARCHITECTURAL CONCRETE
9	PATIO DOOR
10	PVC WINDOW

NOTE:
CLADDING TO BE NON-COMBUSTIBLE, NON-VINYL TYPE.

21-066_Building Elevations

zzap architecture + planning
1 Canal St, Dartmouth NS B2Y 2W1 | zzap.ca

CLIENT
LUKE MOFFETT

PROJECT
48 UNIT APARTMENT BUILDING
Chapel Rd, Rothesay, NB

DRAWING
WEST ELEVATION
SCALE: 1" = 15'-0"
0 10' 5' 20'

PROJECT NO. **21-066**
DRAWN BY: NC
ISSUED FOR DA
DATE: May 21, 2021

SCHEDULE
C1

EXTERIOR MATERIALS LEGEND	
1	MASONRY VENNEER
2	ALUMINUM CURTAIN WALL SYSTEM
3	PREFINISHED CLADDING TYPE I_COLOUR I_PROFILE I
4	PREFINISHED CLADDING TYPE I_COLOUR II_PROFILE I
5	PREFINISHED CLADDING TYPE I_COLOUR III_PROFILE II
6	PREFINISHED CLADDING TYPE II
7	ALUMINUM FRAMED GLASS GUARD
8	ARCHITECTURAL CONCRETE
9	PATIO DOOR
10	PVC WINDOW

NOTE:
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NORTH ELEVATION

SOUTH ELEVATION

21-066, Building Elevations

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1 Canal St, Dartmouth NS B2Y 2W1 | zzap.ca

CLIENT
LUKE MOFFETT

PROJECT
48 UNIT APARTMENT BUILDING
Chapel Rd, Rothesay, NB

DRAWING
NORTH AND SOUTH ELEVATIONS
SCALE: 1" = 15'-0"
0 10' 5' 20'

PROJECT NO. **21-066**
DRAWN BY: NC
ISSUED FOR DA
DATE: May 21, 2021

SCHEDULE
C2

EXTERIOR MATERIALS LEGEND	
1	MASONRY VENNEER
2	ALUMINUM CURTAIN WALL SYSTEM
3	PREFINISHED CLADDING TYPE I_COLOUR I_PROFILE I
4	PREFINISHED CLADDING TYPE I_COLOUR II_PROFILE I
5	PREFINISHED CLADDING TYPE I_COLOUR III_PROFILE II
6	PREFINISHED CLADDING TYPE II
7	ALUMINUM FRAMED GLASS GUARD
8	ARCHITECTURAL CONCRETE
9	PATIO DOOR
10	PVC WINDOW

NOTE:
CLADDING TO BE NON-COMBUSTIBLE, NON-VINYL TYPE.

21-066, Building Elevations

zzap architecture + planning
1 Canal St, Dartmouth NS B2Y 2W1 | zzap.ca

CLIENT
LUKE MOFFETT

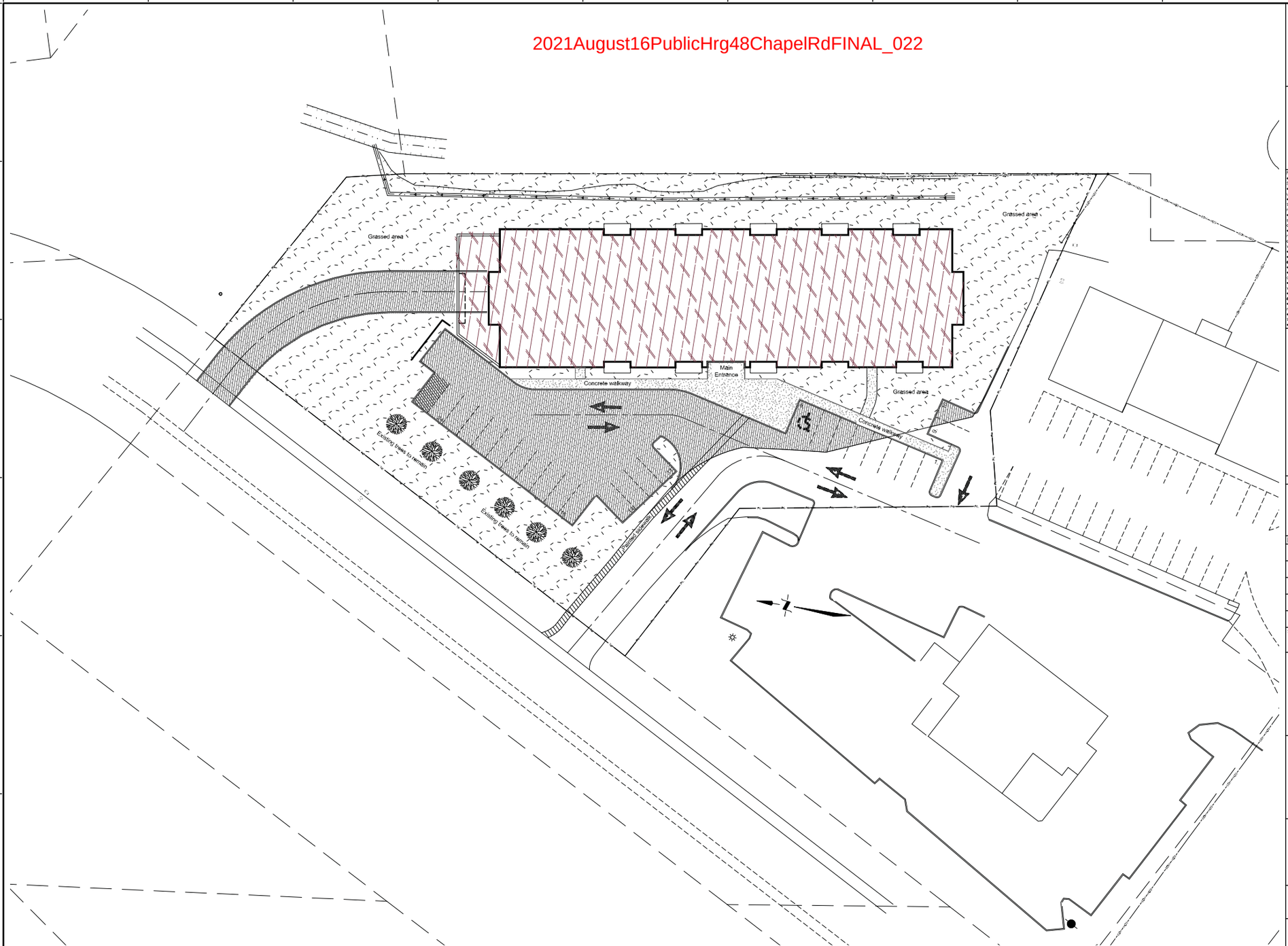
PROJECT
48 UNIT APARTMENT BUILDING
Chapel Rd, Rothesay, NB

DRAWING
EAST ELEVATION
SCALE: 1" = 15'-0"
0 10' 5' 20'

PROJECT NO. **21-066**
DRAWN BY: NC
ISSUED FOR DA
DATE: May 21, 2021

SCHEDULE
C3

2021August16PublicHrg48ChapelRdFINAL_022



DON - MORE
SURVEYS & ENGINEERING LTD.

REGISTERED PROFESSIONAL ENGINEER
Province of New Brunswick
M5990
Andrew K. Toole
Signature
2021-04-29
Date

Notes:
- All work to be performed in accordance with the Town of Rothesay General Specifications, Latest Revision.
- All elevations are geodetic based on Service New Brunswick Active Control Utilities geoid model CGVD2013.
- The approximate location of known infrastructure is shown on the plans based on the best available information at the time. However, the consultant accepts no responsibility for the accuracy or completeness of this information.
- Contractor to confirm horizontal location and vertical elevation of all existing services prior to commencing work. Contractor to immediately report any discrepancies to the engineer.
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- Contractor to ensure proper erosion and sedimentation control methods are used to control lake runoff during construction.
- All required permits must be obtained in advance of construction.

- New Building Areas
- New Asphalt Areas
- New Concrete Areas
- New Gravel Areas
- New Grass Areas
- New Wooded Areas

Revision:

No.	Date y/m/d	Description
2	2021-04-29	Revised Parking
1	2021-04-06	Issued for Review

Dwg: 19195ESP4
Dated: April 6, 2021

Designed by: A. Toole
Drawn by: A. Toole
Checked by: A. Toole

If this bar is not 25mm long, adjust your plotting scale

Scale:
Horizontal 1:250 Vertical N/A

SCALE: 1:250 METRIC
5 4 3 2 1 0 5 10 15

Client:
Luke Moffett

Project:
Apartment Building
Chapel Road, Rothesay, NB

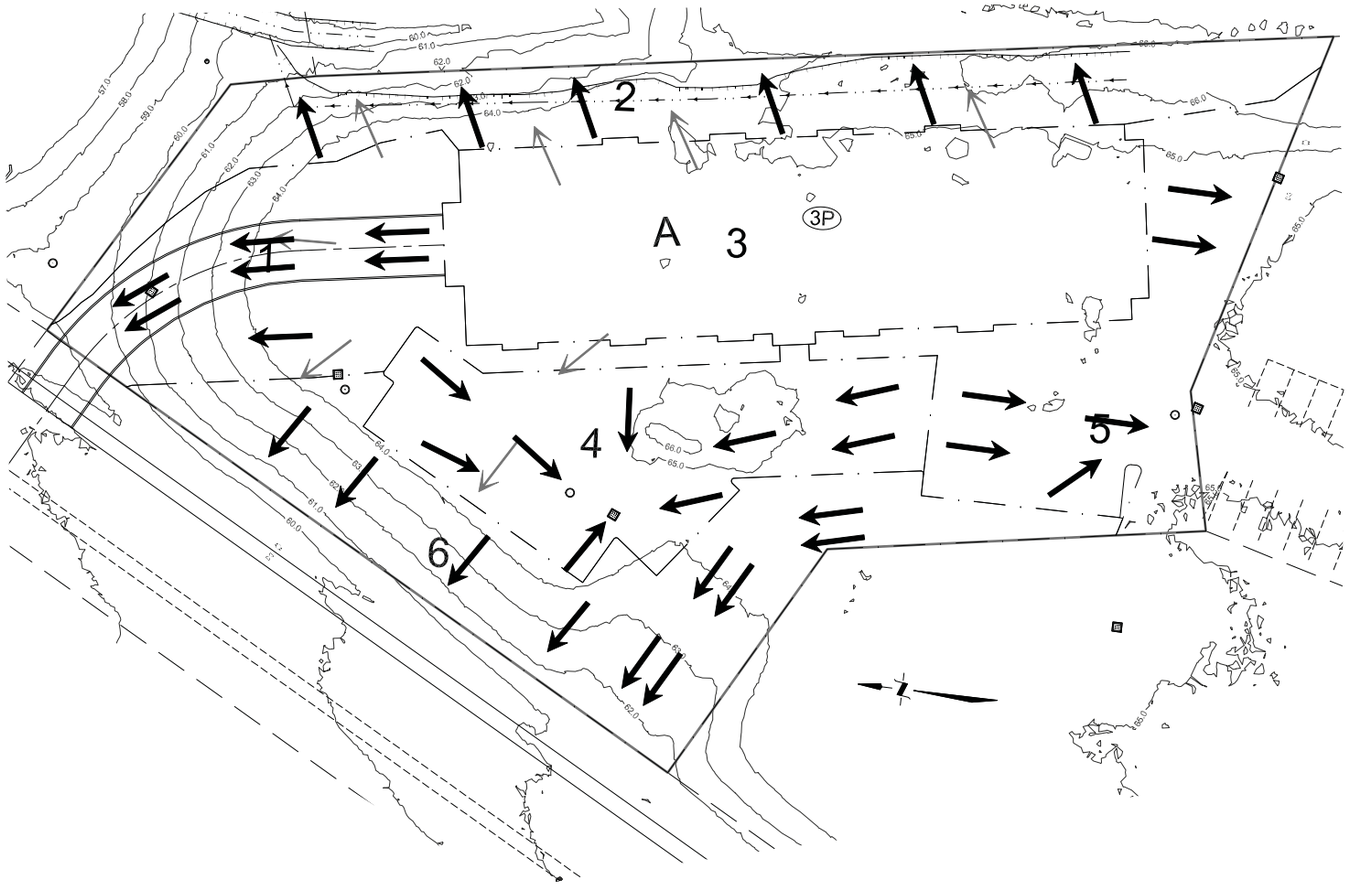
Title:
Site Plan

Sheet C2 of 6

Issue:
Issued for Review
Date of: 2021-04-29

Rev #
2

2021August16PublicHrg48ChapelRdFINAL_023



Stormwater Management Notes

Storm water modeled using Hydrocad V10.00 software, using the USDA Natural Resources Conservation Service Method (formally SCS).

1. Work completed in accordance with the City of Saint John Storm Drainage Design Criteria Manual, March 7, 2016 version.
2. 2 and 24hr Chicago storm distribution used.
   - 100 year storm (24hr) - total rainfall: 191mm
   - 5 year storm (24hr) - total rainfall: 115mm
3. IA/S Ratio = 0.2
4. Antecedent Moisture Condition = 2 (average (normal) conditions)
5. Pre-development catchment drainage boundaires match post-development boundaires.

Flow to Rooftop Pond (3P)

Area label	Area (m²)	CN	Tc(min)	1:5 yr (m³/s)	1:100 yr(m³/s)
3	1429	98	5	0.0317	0.0528
3P- Flow to Rooftop Pond				0.0028	0.0056

Flow to Chapel Pond (Total Post-Development)

Area label	Area (m²)	CN	Tc(min)	1:5 yr (m³/s)	1:100 yr(m³/s)
1	817	58	5.9	0.0037	0.0133
2	943	39	6.6	0.0001	0.0028
4	841	98	5.0	0.0187	0.0311
5	836	73	7.3	0.0091	0.0210
6	1103	56	7.4	0.0038	0.0156
Post-development flow to Chapel Road Pond (1+2+4+5+6+3P)				0.0350	0.0836

Flow to Chapel Road Pond (Total Pre-Development)

Area label	Area (m²)	CN	Tc(min)	1:5 yr (m³/s)	1:100 yr(m³/s)
A	5974	65	5	0.0450	0.1242
Pre-development flow to Chapel Road Pond				0.0450	0.1242

DON - MORE
SURVEYS & ENGINEERING LTD.

REGISTERED PROFESSIONAL ENGINEER
Province of New Brunswick
M5990
Andrew K. Toole
Signature
2021-04-06
Date

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Legend
- Pre-Development Drainage area
- Post-Development Drainage area
- Pre-Development Flows
- Post-Development Flows
- Approx. 5 year flood limit
- Approx. 20 year flood limit
- Approx. 100 year flood limit
- Flow to Point (X.2)
- Pre-Development Drainage area label (A)
- Post-Development Drainage area label (1)

Revision:

No.	Date y/m/d	Description
1	2021-04-06	Issued for Review

Dwg: 19195ESP4
Dated: April 6, 2021

Designed by: A. Toole
Drawn by: A. Toole
Checked by: A. Toole

If this bar is not 25mm long, adjust your plotting scale

Scale: Horizontal 1:500 Vertical N/A

SCALE: 1:500 METRIC
10 8 6 4 2 0 10 20 30

Client:

Luke Moffett

Project:

Apartment Building
Chapel Road, Rothesay, NB

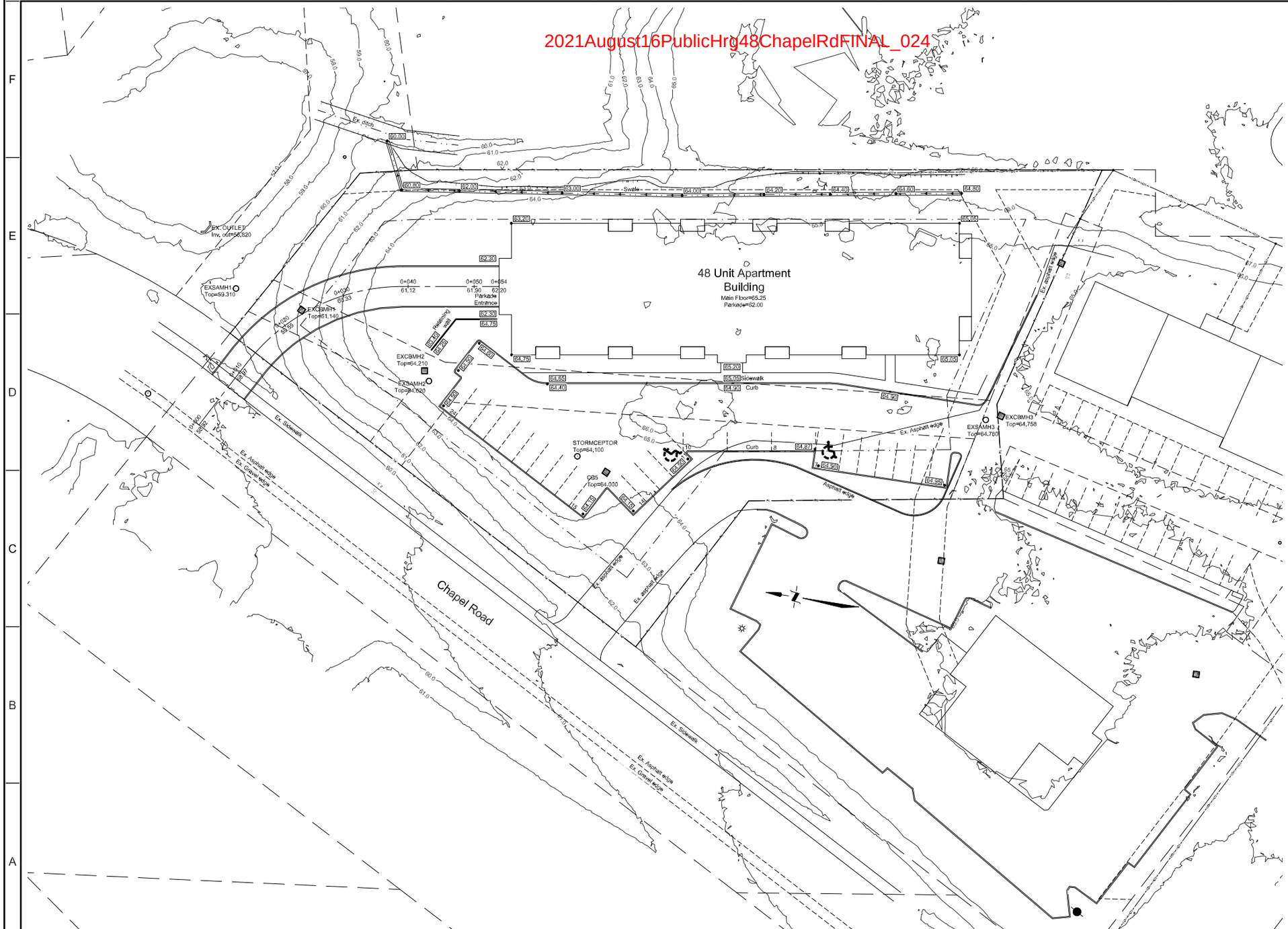
Title:

Stormwater Management Plan

Sheet C5 of 6

Issue: Issued for Review
Date of: 2021-04-06

Rev # 1



DON - MORE
SURVEYS & ENGINEERING LTD.

REGISTERED PROFESSIONAL ENGINEER
M5990
Andrew K. Toole
Signature
2021-04-06
Date

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LEGEND	PROPOSED	EXISTING
EDGE OF PAVEMENT		
LOT LINE		
WATERMAIN & GATE VALVE		
SANITARY PIPE & MANHOLE		
STORM PIPE & MANHOLE		
UTILITY LINES & POLE		
STREET BOUNDARY	SANITARY LATERAL	
PROPERTY BOUNDARY	STORM LATERAL	
EASEMENT	WATER LATERAL	
CURB & DRIVEWAY CUT	CATCH BASIN LEAD	
CATCH BASIN	ENDCAP / CULVERT	
FIRE HYDRANT	LIGHT STANDARD / HEADWALL	
STREET TREE	PHONE PEDESTAL / SIDEWALK	
ROAD SIGN	URD BOX / FENCE	

Revision:

No.	Date y/m/d	Description
1	2021-04-06	Issued for Review

Dwg: 19195ESP4
Dated: April 6, 2021
Designed by: A. Toole
Drawn by: A. Toole
Checked by: A. Toole
If this bar is not 25mm long, adjust your plotting scale
Scale: Horizontal 1:250 Vertical N/A
SCALE: 1:250 METRIC
5 4 3 2 1 0 5 10 15

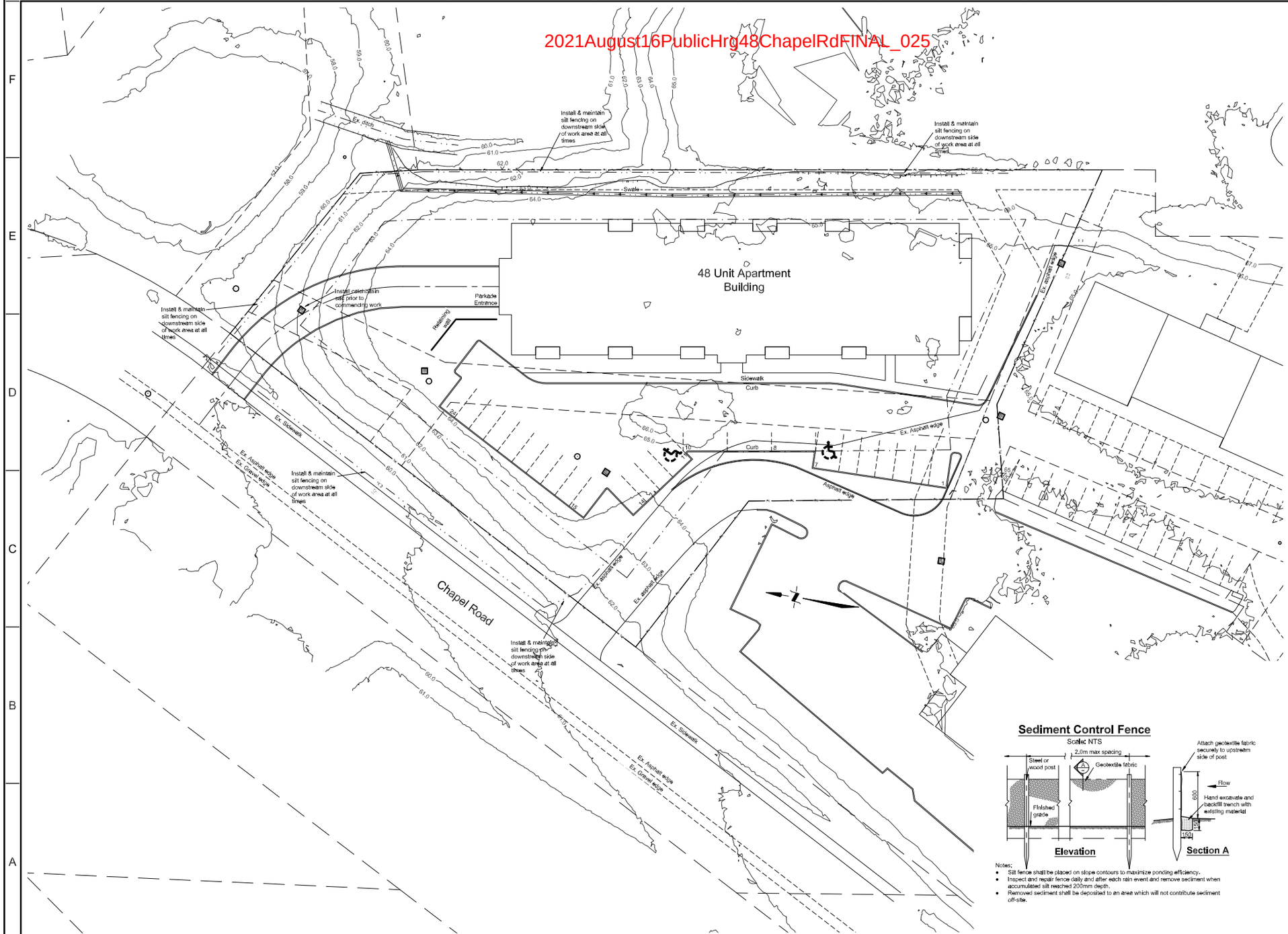
Client:
Luke Moffett

Project:
Apartment Building
Chapel Road, Rothesay, NB

Title:
Grading Plan

Sheet C3 of 6

Issue: Issued for Review
Date of: 2021-04-06
Rev # 1



DON-MORE SURVEYS & ENGINEERING LTD.

REGISTERED PROFESSIONAL ENGINEER
M5990
Andrew K. Toole
Signature
2021-04-06
Date

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- All required permits must be obtained in advance of construction.

LEGEND:
SILT FENCE
CHECK DAM
HEADWALL
CULVERT
SWALE / DITCH
RUMBLE STRIP

Revision:

No.	Date y/m/d	Description
1	2021-04-06	Issued for Review

Dwg: 19195ESP4
Dated: April 6, 2021
Designed by: A. Toole
Drawn by: A. Toole
Checked by: A. Toole
Scale: Horizontal 1:500 Vertical N/A
If this bar is not 25mm long, adjust your plotting scale
SCALE: 1:500 METRIC
10 8 6 4 2 0 10 20 30

Client:
Luke Moffett

Project:
Apartment Building
Chapel Road, Rothesay, NB

Title:
Erosion and Sedimentation Control Plan

Sheet C6 of 6

Issue: Issued for Review
Date of: 2021-04-06
Rev # 1

To: **Chair and Members of Rothesay Planning Advisory Committee**

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

Date: **Friday, April 30, 2021**

Subject: **48 Unit Apartment Building – Rezoning Chapel Road (PID 30206882)**

Applicant:	Sean Hall & Luke Moffett	**Property Owner:**	637339 NB Inc.
Mailing Address:	76 Highland Avenue Rothesay NB E2E 5N3	**Mailing Address:**	317 Hampton Road Quispamsis NB E2E 4M9
Property Location:	Chapel Road	**PID:**	30206882
Plan Designation:	Commercial	**Zone:**	General Commercial
Application For:	48 Unit Apartment Building		
Input from Other Sources:	Operations, KVFD, KRPF, Anglophone South District School Board		

ORIGIN:
An application from Mr. Sean Hall and Mr. Luke Moffett on behalf of the property owner Tammy Moffett, Director of 637339 NB Inc. to develop 48 unit apartment building on a 5,973 square meter (1 ½ acres) vacant lot off Chapel Road.

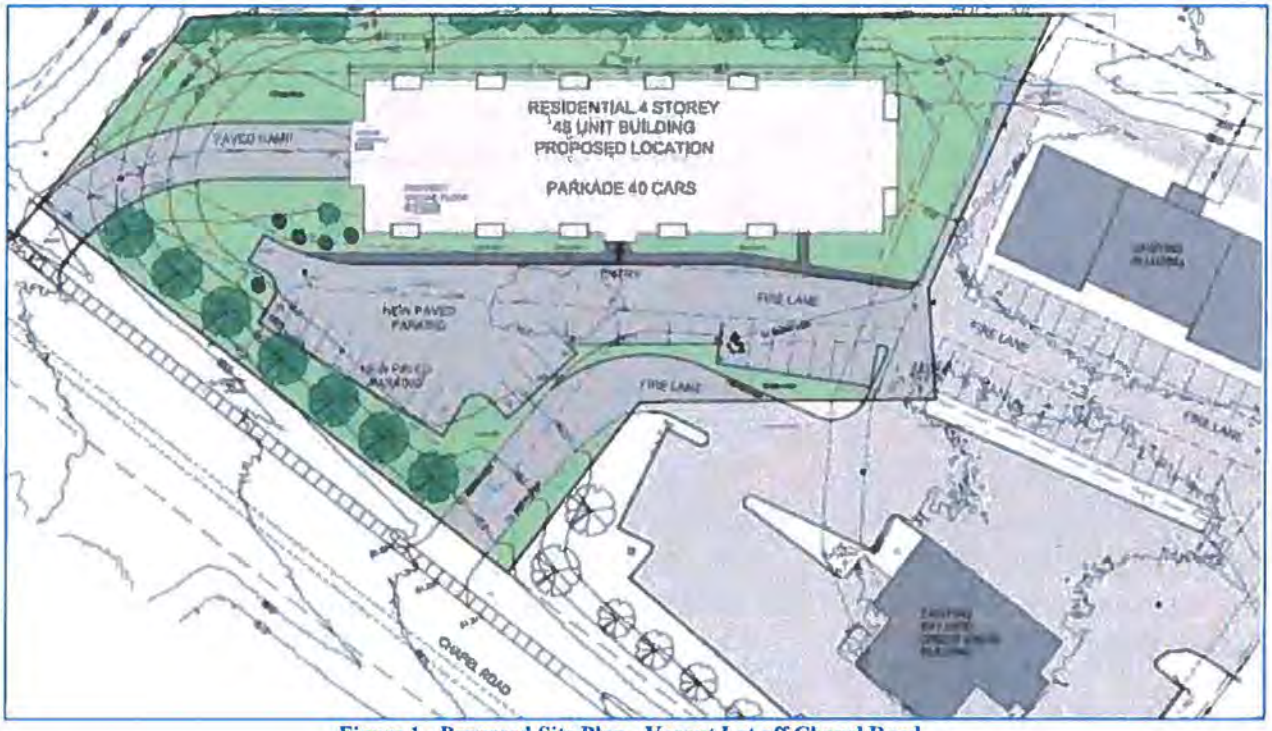


Figure 1 - Proposed Site Plan - Vacant Lot off Chapel Road

APPROVAL PROCESS:

The application is rezone the subject property to the R-4 Multi-Unit Residential Zone to permit a 48-unit apartment building by development agreement. The application is being reviewed pursuant to the policies of Rothesay Municipal Plan 1-20 which was enacted on April 12, 2021. The standard procedure for a rezoning is that Council receive from PAC a recommendation to hold a Public Hearing and that both the rezoning (by-law amendment) and the development agreement be prepared in advance of the public hearing. Staff note that Municipal Elections are scheduled for May 10, 2021 and for that reason no Council meeting will be held until the newly elected Council is sworn into office.

The date of the swearing into office will be potentially delayed as the Act Respecting Municipal General Elections in 2021 states that due to the pandemic the reporting of results will be delayed until all electors in the suspended parts of the province have had the opportunity to cast a ballot. Furthermore, the Local Governance Act Part 56(1) (**Restriction on powers of outgoing council**) states that during the period beginning on election day and ending on the day of the first meeting of an incoming council, the Council can continue the day-to-day activities of the municipality but shall not enact, amend or repeal a by-law, or become a party to any agreement, or contract.

For that reason Staff will continue to process the application by conducting polling, preparing a draft by-law amendment and development agreement, and forwarding a supplemental staff report to PAC once the election results are finalized and a new Council is sworn into office.

Figure 2 - 48 unit Apt Building - Comeau MacKenzie Architecture

BACKGROUND

The property is currently zoned General Commercial (GC) this zone is intended to apply to larger commercial operations, such as large commercial retail stores, hotels, shopping centers, car dealerships and self-storage facilities. The proposed use as a residential apartment building is not listed as a permitted use within the GC zone. However, the Municipal Plan By-law 1-20 does contain policy direction (see Policy HDR-4 follows) that would allow Council to consider the application.

*The commercial areas in Rothesay are focal points for residents, whether they are shopping or socializing. Council recognizes this function of commercial space as potential opportunity sites where **higher density residential may be added** as a means of providing people with better access to the Town's services, to reduce sprawl, to permit a livelihood that allows for walkability and less car dependence, and to increase density in and around the Town's commercial areas.*

COUNCIL SHALL:

Policy HDR-4 High-density Residential:

Consider that High-density Residential (R6) development may be appropriate **throughout the Commercial Designation**, and may consider multi-unit dwellings through the re-zoning and development agreement process where such development demonstrates compliance with the following requirements:

a) Subject lands are adjacent to or in close proximity to collector or arterial streets and transit routes;

b) The maximum density does not exceed 100 square metres of land per apartment unit;

c) Subject lands are adequate in size relative to the intensity and scale of the proposed land development;

d) The subject lands do not exceed 1 acre in total area (or 40 apartment units);

e) Underground parking is provided;

f) Require the developer provide a technical wind and shadow study, to be completed by a certified professional, to ensure the proposed development does not generate excessive wind or cast a shadow on abutting properties or public road right-of-way that would detract from the quality, enjoyment, or use of the space.

g) Require the developer to complete a traffic impact assessment for the proposed development on the surrounding area completed by a qualified transportation engineer or other technical specialist;

h) Excellence in site design best practices addressing features such as Crime Prevention through Environmental Design (CPTED) principles, urban design, and high quality landscaping; and

i) A building design of high quality that is consistent with community values and architectural best practices.

Figure 3 - Vacant Land off Chapel Road

ANALYSIS:

Policy HDR-4 High-density Residential	Staff Comment
Subject lands are adjacent to or in close proximity to collector or arterial streets and transit routes;	The proposed building is located 250 meters from Marr Road with access Chapel Road. A traffic impact statement is being prepared to determine any additional traffic enhancement or requirements.
The maximum density does not exceed 100 square meters of land per apartment unit;	The property is 5,973 square meters in area and proposed density at 48 units does not exceed the 100 square meters of land per apartment unit.
Subject lands are adequate in size relative to the intensity and scale of the proposed land development;	The proposed 4-story building would be located in a mixed-use development area containing light industrial, commercial and institutional uses. The site shares a property boundary and driveway with an existing commercial plaza, and bank property (Bayview Credit Union). The site also backs onto the Rothesay Ballet School and Urban Landscaping. The nearest low density properties are located in the Chapel Hill Estates development approximately 200 feet from the site at the nearest location.
The subject lands do not exceed 1 acre in total area (or 40 apartment units);	The density at 48 units would exceed the 40-apartment unit limit on density. However, the applicant also intends to make use of POLICY R-1 and R-2 that permit Council to consider an increase in density by 2 percent for every

Policy HDR-4 High-density Residential	Staff Comment
	apartment unit meeting affordability standards or constructed as an accessible unit. The applicant is proposing 2 accessible units and 8 affordable units and therefore would be eligible for an increase in density of 20% (8 additional units).
Underground parking is provided;	The proposal includes underground parking for 37 vehicles and 24 surface parking spaces for 61 parking spaces. The total number of parking spaces complies with the zoning by-law calculated at 1.25 spaces per apartment unit.
Require the developer provide a technical wind and shadow study, to be completed by a certified professional, to ensure the proposed development does not generate excessive wind or cast a shadow on abutting properties or public road right-of-way that would detract from the quality, enjoyment, or use of the space.	The developer has provided a technical shadow study of the proposed building. The results of the study show that the scale of the building would not create excessive shadows on the adjacent commercial and institutional land uses.
Require the developer to complete a traffic impact assessment for the proposed development on the surrounding area completed by a qualified transportation engineer or other technical specialist;	The developer is preparing a traffic impact assessment. Staff intend to review the study by understanding how the apartment building development adheres to good planning principles to ensure safe and equal access to the transportation system by all users, including vehicles of residents and their guests, foot traffic of residents and their guests to and from the building to a public sidewalk or other destination (bank/restaurant), cyclists, and the loading and unloading commercial trucks (garbage, moving vans, delivery vehicles, etc.). Two major concerns will be looking to understand better are the as follows: 1. Identification of transportation system improvements (traffic lights) at the Marr Road/Chapel Road intersection. 2. Assessments of parking and access issues related to the existing commercial complex parking lot (Bayview Credit Union, Golden Fry, Legion, etc.)
Excellence in site design best practices addressing features such as Crime Prevention through Environmental Design	One of the key features of CPTED is the placement of physical features, activities and people in a way that maximizes visibility as a key concept directed toward keeping intruders easily

Policy HDR-4 High-density Residential	Staff Comment
(CPTED) principles, urban design, and high quality landscaping; and	observable, and therefore less likely to commit criminal acts. Features that maximize the visibility of people, parking areas and building entrances are unobstructed doors and windows, pedestrian-friendly sidewalks and streets, front porches and appropriate nighttime lighting. Staff note that because the proposed building would share a property boundary with a commercial parking lot it will be very important to define property lines with landscaping or decorative fencing such that commercial visitors do not use or confuse the building as a commercial property.
A building design of high quality that is consistent with community values and architectural best practices.	Good design responds and contributes to the neighbourhood context. Staff review the building design based on the natural and built features of the local neighbourhood, and the relationship and the character they create when combined with the proposed building. The area has some challenges in that the NB Power infrastructure does not create an attractive view for residents; however, the proposed building will be an attractive enhancement for the area. Staff believe that the proposed building in this mixed-use neighbourhood achieves good design as the scale, bulk and height of the building is appropriate to the existing or desired future character of Chapel Road and surrounding buildings.

DENSITY INCENTIVE POLICY:

As noted above the applicants' proposed density at 48 units would exceed the 40-apartment unit limit on density. However, the applicant also intends to make use of POLICY R-1 and R-2 that permit Council to consider an increase in density by 2 percent for every apartment unit meeting affordability standards or constructed as an accessible unit. The applicant is proposing 2 accessible units and 8 affordable units and therefore would be eligible for an increase in density of 20% (8 additional units).

Policy R-1 regard Affordable Housing states the Council can *"Consider an increase in the maximum allowable density by 2 percent for every dwelling unit meeting affordable housing standards as defined by the Canadian Housing and Mortgage Corporation (CHMC) or an equivalent recognized standard, not exceeding 20 percent as determined in the Zoning By-law"*.

The applicants are proposing that 8 residential rental units will be 10% below their potential residential rental income as supported by an appraisal report or qualified financing representative that is part of the

lending team; or the 8 apartment units must be affordable with rents at or below 30% of the median household income in Rothesay. One point of concern that Staff identified is that median incomes in Rothesay are relatively high and therefore the rents would not target households with incomes below the median. For example, the Statistics Canada reported median incomes for Rothesay are as follows:

2015 Median Household Income		
	30% of total	**Monthly Rental Max Budget**
$88,623.00	$26,586.90	$2,215.58
2015 Single Parent Median Income		
$53,376.00	$16,012.80	$1,334.40

Staff are concerned that the proposed methodology could result in rents between $1300 and $2200 and be deemed "affordable". For that reason, Staff will be recommending that the development agreement specify that the developer enter into the Affordable Rental Housing Program or Provincial Rent Supplement Assistance Program with the Province of New Brunswick.

Staff have consulted with CMHC and the Province of NB to determine the most effective method of determining an affordable rental rate. Furthermore, Staff will investigate and present within the development agreement an effective approach to ensuring the agreed rental rates are monitored.

The applicants also intend to construct 2 accessible apartment units to utilize Policy R-2 regarding Age-Friendly Housing that states Council can "Consider an increase in the maximum allowable density by 2 percent for every dwelling unit designed and constructed in conformance with Universal Design Best Practices, as defined by the Universal Design Network of Canada or an equivalent recognized standard, not exceeding 20 percent as determined in the Zoning By-law."

Universal design is an international design philosophy that enables people to continue living in the same home by ensuring that apartments are able to change with the needs of the occupants. Universally designed apartments are safer and easier to enter, move around and live in. They benefit all members of the community, from young families to older people, their visitors, as well as those with permanent or temporary disabilities. A universally designed apartment provides design feature such as wider circulation spaces, kitchens and laundry rooms designed for accessibility with easy to reach and operate fixtures and appliances. Staff will be able to enforce the construction of a universally designed apartment unit through the building permit process.

DEVELOPMENT AGREEMENT:

Staff will prepare a development agreement for PAC's review before proceeding to Council. A development agreement is a contract between Rothesay and the property owners that specify the details and obligations of the individual parties concerning the proposed development. Implementation Policy IM-13 states that Council shall consider development agreement applications pursuant to the relevant policies of the Municipal Plan (See Policies HDR-4, R-1, and R-2) and consideration of the following:

Implementation Policy IM-13	Staff Review
A. That the proposal is not premature or inappropriate by reason of:	

Implementation Policy IM-13	Staff Review
1) The financial capability of Rothesay to absorb any costs relating to the development;	Staff note that **Policy DEVC-1** requires that developers pay for 100 percent of infrastructure costs to service their proposal as well as 100 percent of cost of minimum upgrades to local infrastructure that falls outside their project boundaries but is directly necessary for the development. Staff are concerned about the need for traffic lights, and note that the developer would be responsible to absorb these costs pursuant to DEVC-1.
2) The adequacy of municipal wastewater facilities, storm water systems or water distribution systems;	Staff believe that the municipal infrastructure is adequate for the proposed development.
3) The proximity of the proposed development to schools, recreation or other municipal facilities and the capability of these services to satisfy any additional demands;	Staff have sent the development to the Anglophone South School District for review. Staff believe the municipal facilities are adequate for the proposed development.
4) The adequacy of road networks leading to or within the development; and	The applicant is completing a traffic study. Staff are concerned about the potential need for system improvements (traffic lights) at the Marr Road/Chapel Road intersection.
5) The potential for damage or destruction of designated historic buildings and sites.	There are no historic buildings or sites identified within the project's vicinity.
B. that controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:	
1. Type of use;	The multi-unit residential is a compatible use with the surrounding businesses.
2. Height, bulk and lot coverage of any proposed building;	The height, volume and lot coverage does not conflict with nearby land uses.
3. Traffic generation, access to and egress from the site, and parking; open storage; and	A traffic study is underway, that will include assessments of parking and access issues related to the existing commercial complex parking lot.
4. Signage.	No commercial signage is requested.
C. That the proposed development is suitable in terms of the steepness of grades, soil and geological conditions, proximity to watercourses, or wetlands and lands that are vulnerable to flooding.	The site is suitable for development and will be subject to geotechnical approval during the building permit approval process.

KENNEBECASIS REGIONAL POLICE FORCE

Staff requested that KRPF review and comment on the proposed development. The KRPF stated that the intersection of Chapel Road and the Clark Road experiences a large volume of traffic not just during

the day but also for the morning and evening peak commute times. The existing residential and rental properties coupled with vehicles that circumvent the Marr Road intersection through this route to and from the Hampton Road, becomes quite challenging in exiting onto the Marr Road. An additional 48-unit apartment complex with a proposed number of 64 parking spaces would add to this current volume.

Traffic lights at the intersection of Chapel Road and the Marr Road would definitely mitigate this congestion and improve safety, not just in allowing the movement of vehicles to and from Chapel Road, but could also slow down the north/southbound Marr Road traffic where speeds can be quite high at times.

The KRPF also reviewed the project with Crime Prevention through Environmental Design principles and they agree that from a CPTED point of view that the apartment proposal seems to have good sight lines and may offer some deterrence to possible criminal activity to nearby businesses.

KENNEBECASIS VALLEY FIRE DEPARTMENT:
As is required by Municipal Plan **Policy FR-7,** the KVFD must review proposals for new development projects to ensure that public safety and firefighting concerns are addressed. The KVFD is currently reviewing the proposal and will forward their comments once that review is complete.

POLLING:
Staff will prepare a polling notification letter to be sent to surrounding property owners. The applicant has solicited letters of support for the project and these are included in Attachment D.

RECOMMENDATIONS:
Staff recommend the Planning Advisory Committee consider the following MOTION:

A. PAC HEREBY tables the application for a 48 unit apartment building located off Chapel Road pending the receipt of a supplemental staff report containing the following:
    1. Traffic impact assessment results and review;
    2. Polling results;
    3. Review by KVFD; and
    4. Draft development agreement and rezoning By-law.

Map 1	Location Map
Attachment A	Proposed Development
Attachment B	Engineering Plans (Servicing, Stormwater, Erosion Control)
Attachment C	Shadow Study
Attachment D	Developer's Polling Letters of Support

Report Prepared by: Brian L. White, MCIP, RPP
Date: Friday, April 30, 2021

Vacant Land off Chapel Road (PID 30206882)

4/19/2021, 3:01:35 PM

1:2,257

0 0.01 0.03 0.05 mi

0 0.02 0.04 0.08 km

Rothesay Boundary

Property

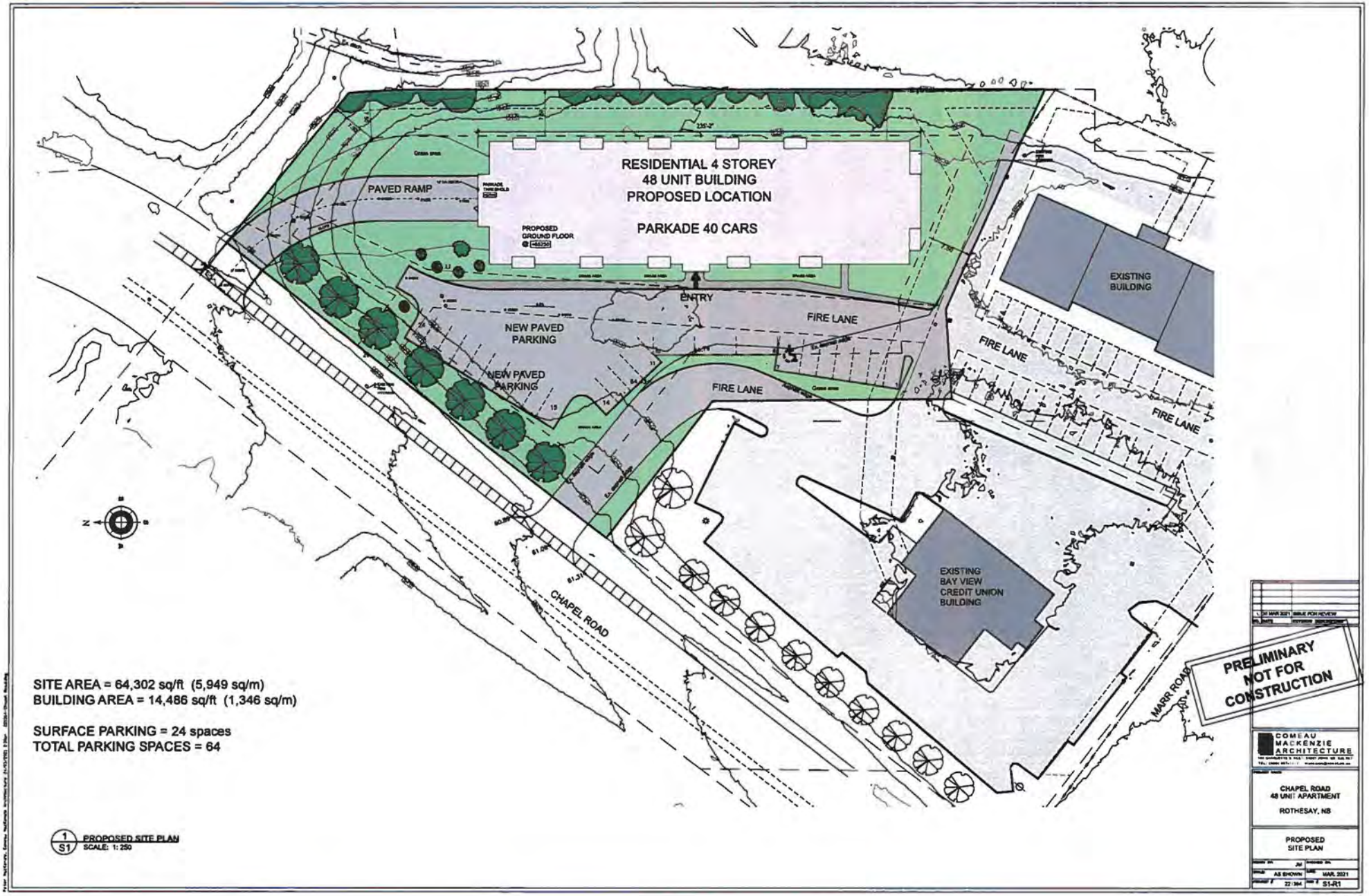
Civic Address

COMEAU
MACKENZIE
ARCHITECTURE
183 CHARLOTTE STREET, SAINT JOHN, NB E2L 0C7
TEL: (506) 657-1611 mackarch@nbnet.nb.ca

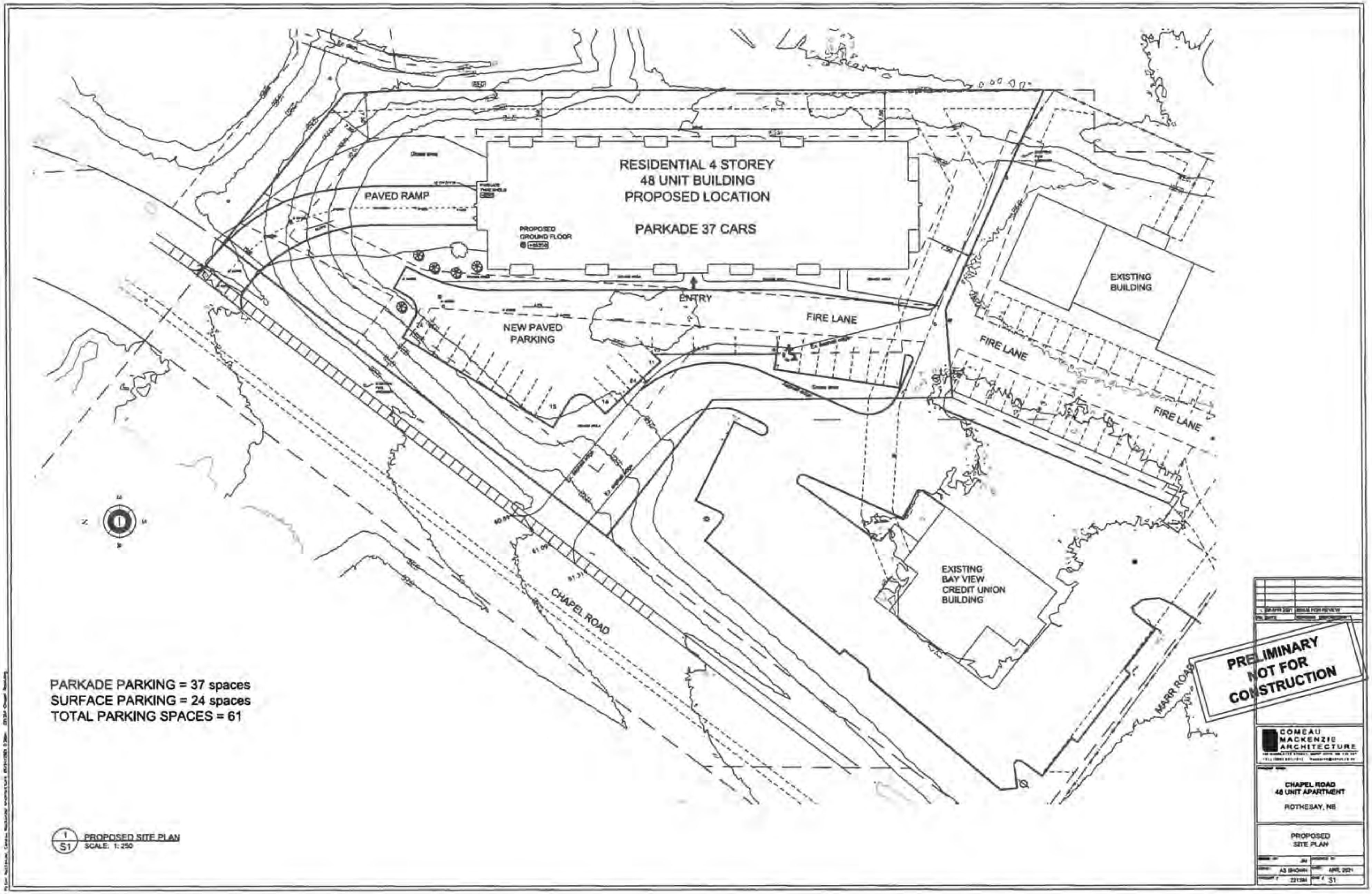
48-UNIT APARTMENT

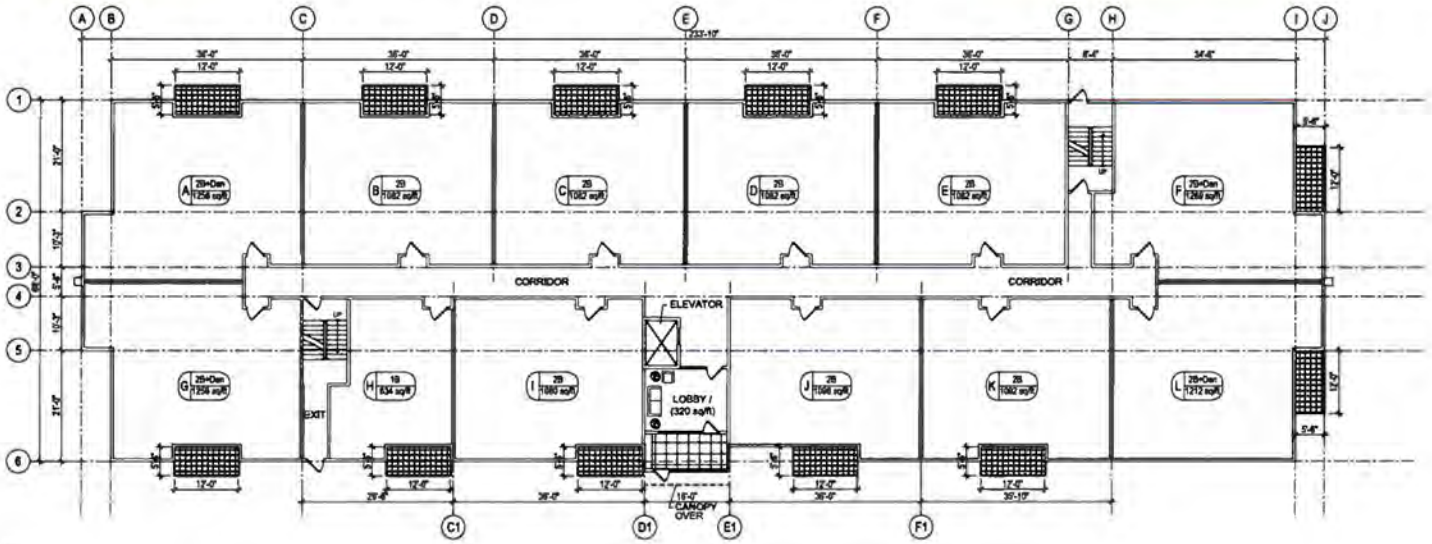
CHAPEL ROAD, ROTHESAY, NB

April 2021

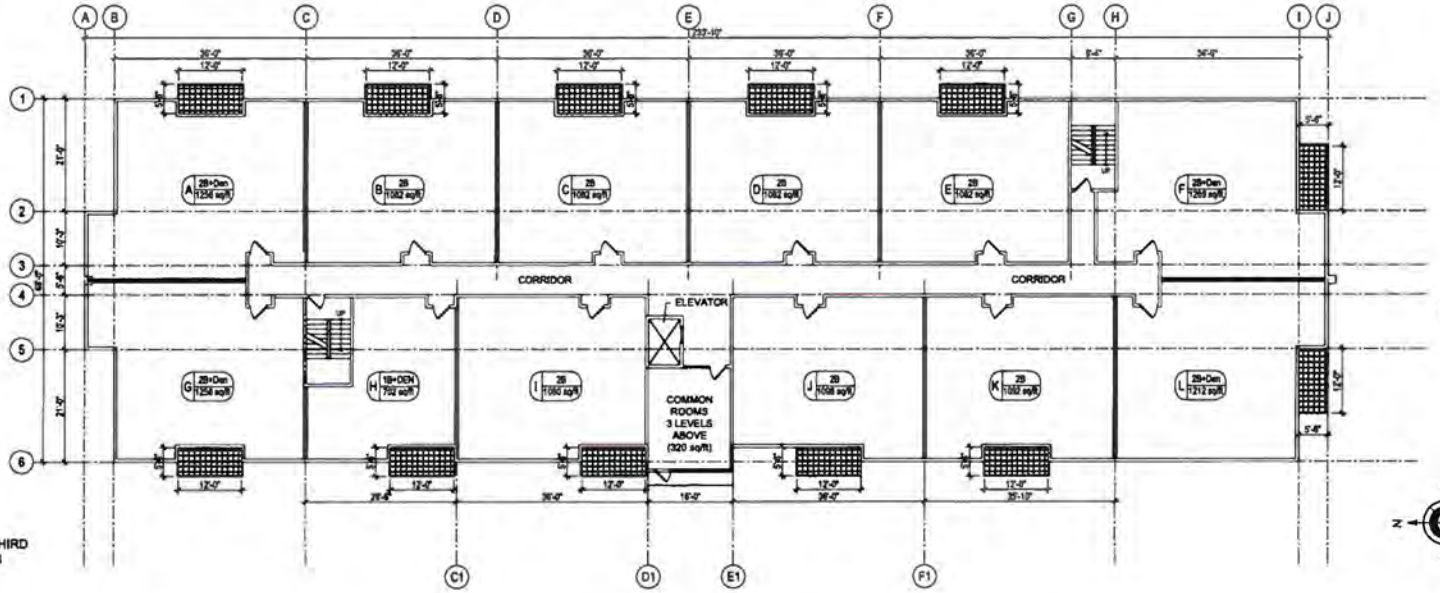


1 / S1 PROPOSED SITE PLAN
SCALE: 1: 250


RESIDENTIAL 4 STOREY
48 UNIT BUILDING
PROPOSED LOCATION
PARKADE 37 CARS
PAVED RAMP
PROPOSED
GROUND FLOOR
ENTRY
NEW PAVED
PARKING
FIRE LANE
FIRE LANE
FIRE LANE
EXISTING
BUILDING
EXISTING
BAY VIEW
CREDIT UNION
BUILDING
CHAPEL ROAD
MARR ROAD
PRELIMINARY
NOT FOR
CONSTRUCTION
PARKADE PARKING = 37 spaces
SURFACE PARKING = 24 spaces
TOTAL PARKING SPACES = 61
1
S1
PROPOSED SITE PLAN
SCALE: 1: 250
COMEAU
MACKENZIE
ARCHITECTURE
CHAPEL ROAD
48 UNIT APARTMENT
ROTHESAY, NB
PROPOSED
SITE PLAN
AS SHOWN
APR. 2021
S1



1 / A1 PROPOSED FIRST FLOOR PLAN
SCALE: 1/8" = 1'



2 / A1 PROPOSED SECOND, THIRD & FOURTH FLOOR PLAN
SCALE: 1/8" = 1'

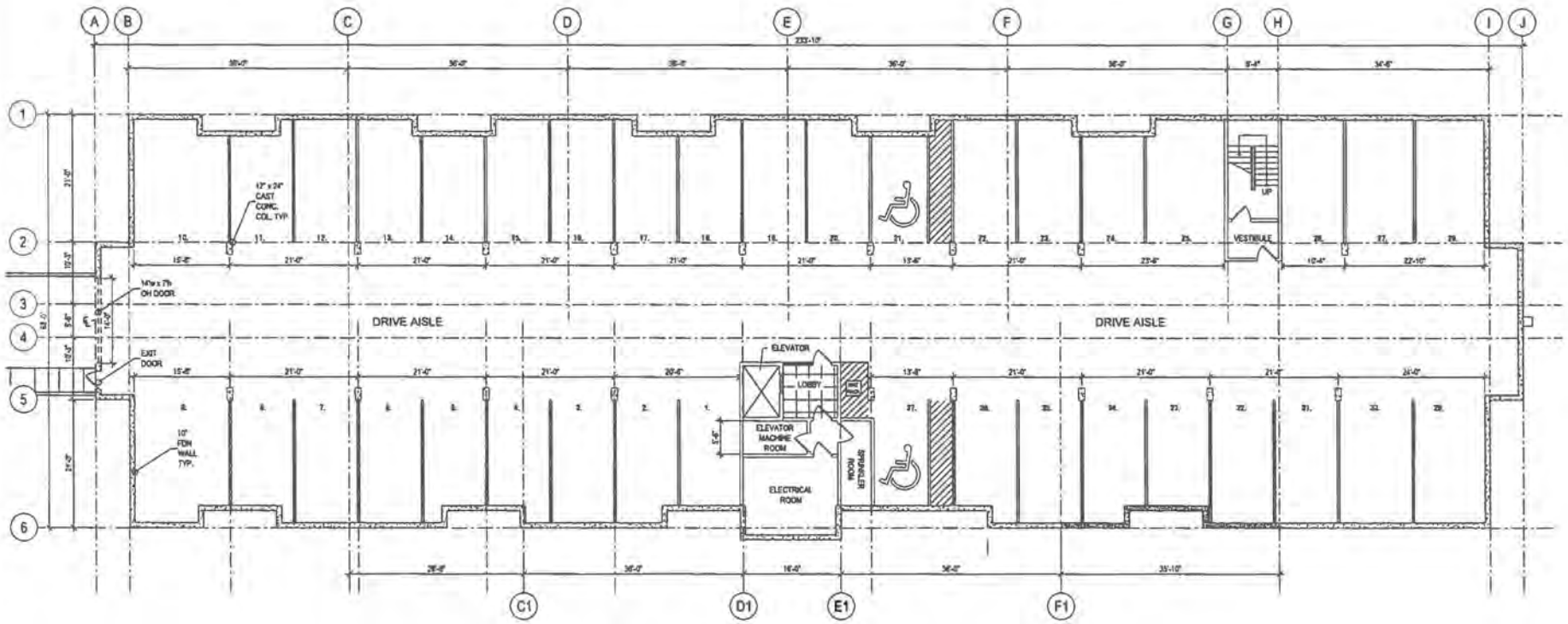
PRELIMINARY NOT FOR CONSTRUCTION

COMEAU MACKENZIE ARCHITECTURE

CHAPEL ROAD
48 UNIT APARTMENT
ROTHESAY, NB

PROPOSED FLOOR PLAN

AS SHOWN | APRIL 2021 | 221384 | A1



1 / P1 PROPOSED PARKADE LEVEL
SCALE: 1/8" = 1'

PRELIMINARY NOT FOR CONSTRUCTION

COMEAU MACKENZIE ARCHITECTURE

CHAPEL ROAD
48 UNIT APARTMENT
ROTHESAY, NB

PROPOSED
FLOOR PLAN

AS SHOWN
APRIL 2021
221364
P1

Luke Moffett
Chapel Road Apartment
Rothesay, NB

List of Drawings

DON - MORE
SURVEYS & ENGINEERING LTD.

Andrew K. Toole
2021-04-06

1 2021-04-06 Issued for Review

Dwg: 19185ESP4
Dated: April 6, 2021
Designed by: A. Toole
Drawn by: A. Toole
Checked by: A. Toole
Scale: Horizontal 1:10,000 Vertical N/A
If this bar is not 25mm long, adjust your plotting scale

Client: Luke Moffett

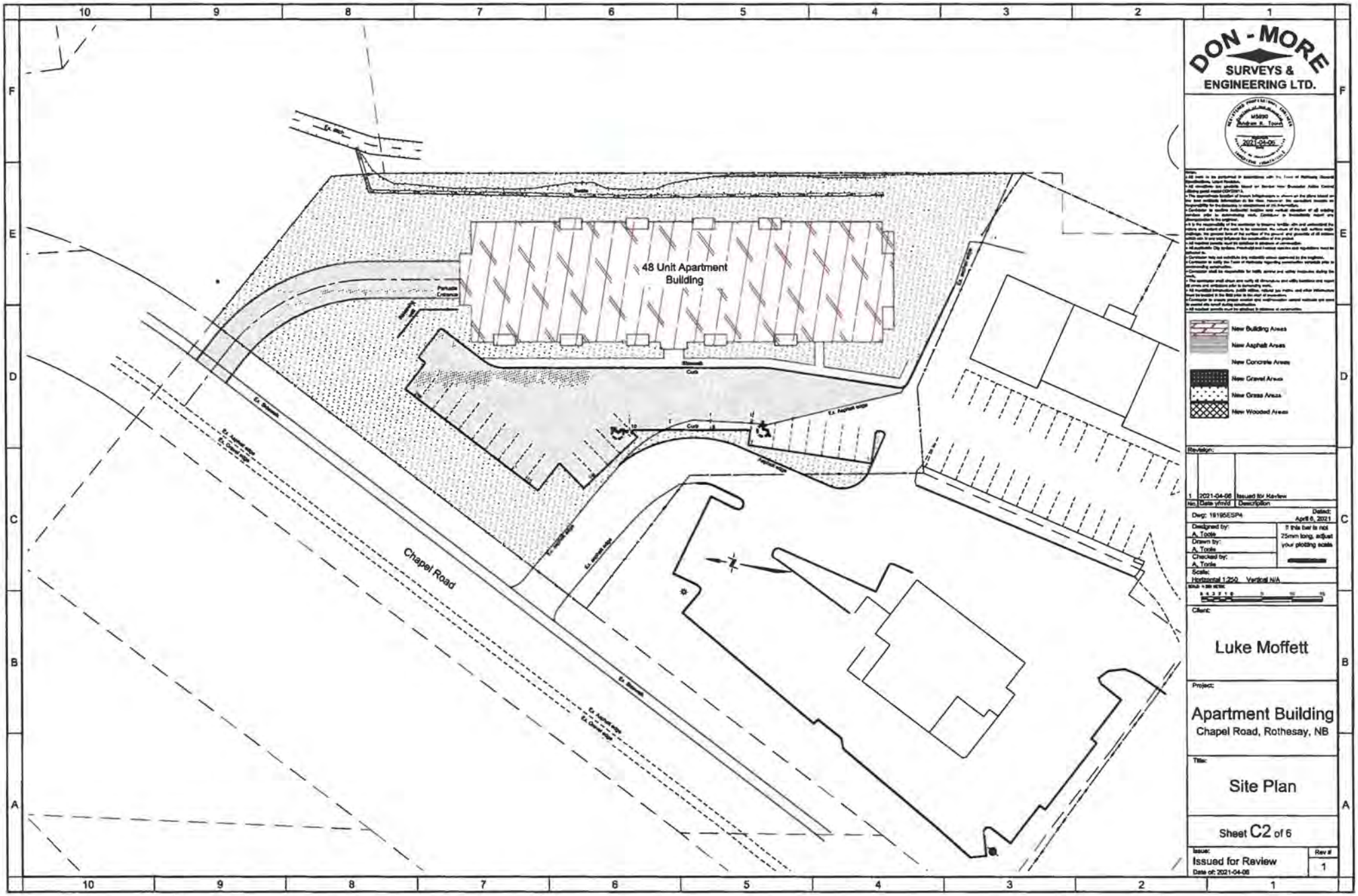
Project: Apartment Building
Chapel Road, Rothesay, NB

Title: Cover Sheet

Sheet C1 of 6

Issue: Issued for Review
Date of: 2021-04-06
Rev # 1

File: G:\My Drive\Projects\2019\19185 - Luke Moffett - Chapel Rd Apartment - Rothesay\Dwg\19185ESP4.dwg Plotted: April 6, 2021 By: Bryce Toole



DON - MORE
SURVEYS & ENGINEERING LTD.

Revision:

No.	Date yr/m/d	Description
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Dated: April 6, 2021
Designed by: A. Toole
Drawn by: A. Toole
Checked by: A. Toole
If this bar is not 25mm long, adjust your plotting scale
Scale: Horizontal 1:250 Vertical N/A

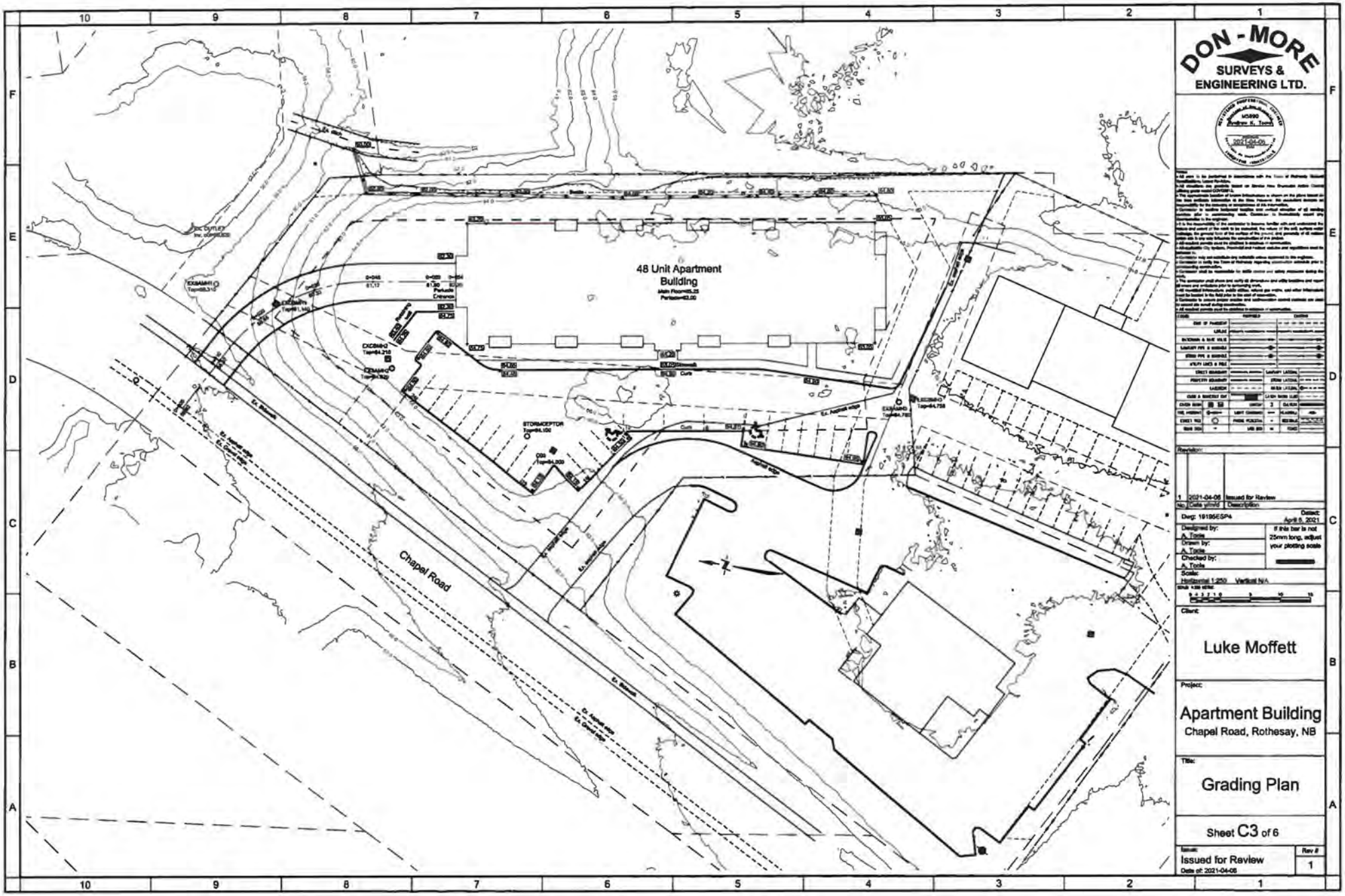
Client: Luke Moffett

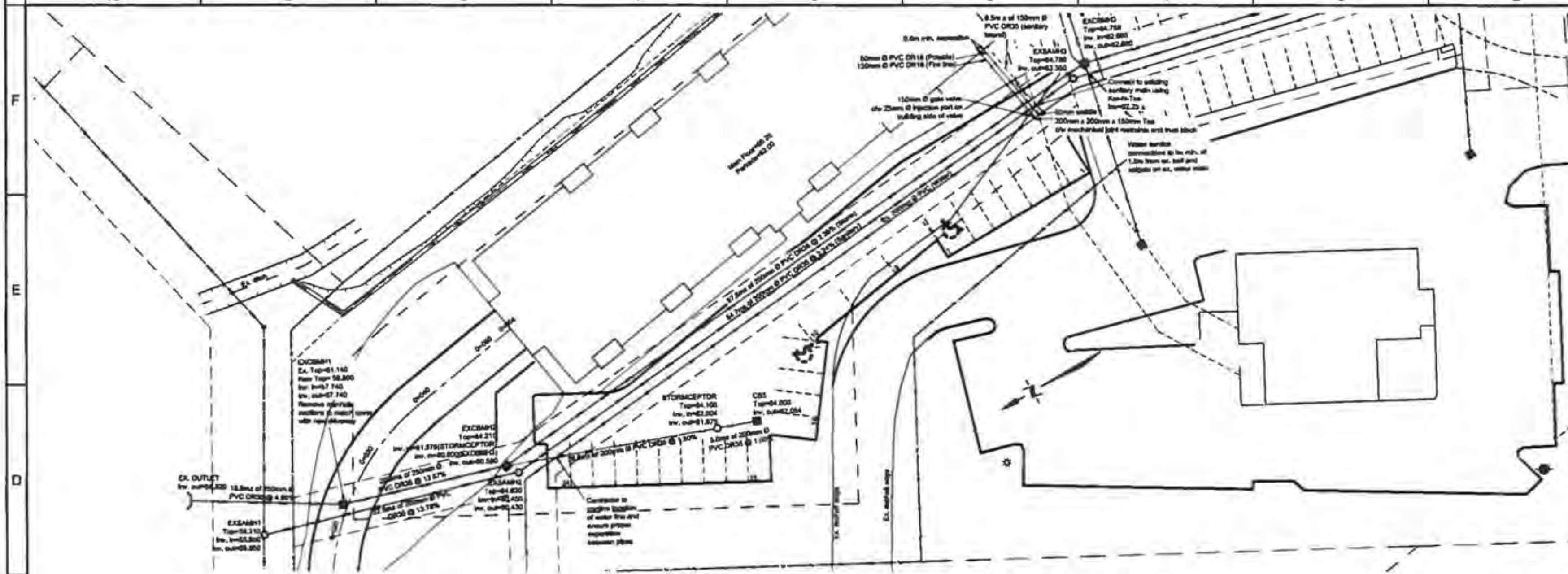
Project: Apartment Building
Chapel Road, Rothesay, NB

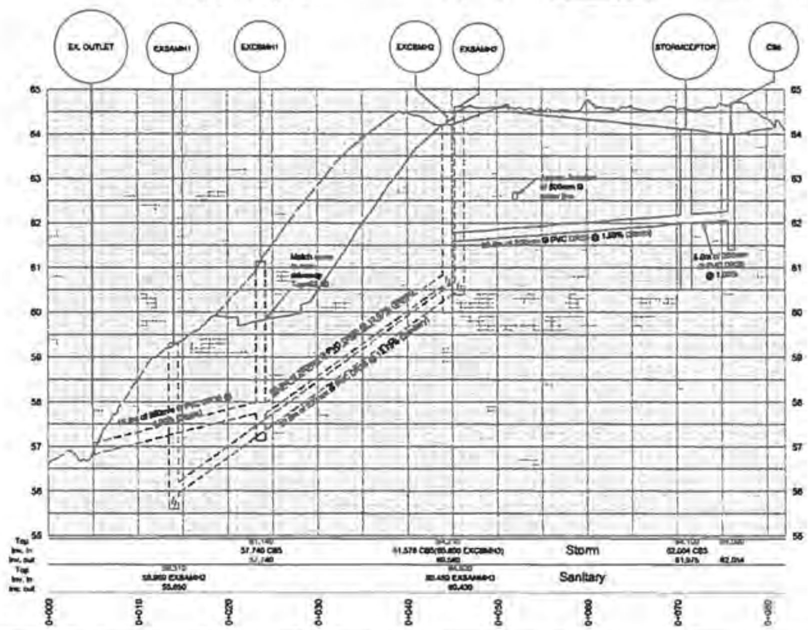
Title: Site Plan

Sheet C2 of 6

Issue: Issued for Review
Date of: 2021-04-06
Rev # 1


48 Unit Apartment Building
Chapel Road
STORMCEPTOR
DON - MORE
SURVEYS &
ENGINEERING LTD.
Luke Moffett
Apartment Building
Chapel Road, Rothesay, NB
Grading Plan
Sheet C3 of 6
Issued for Review
Date of: 2021-04-08
1
2021-04-08
Issued for Review
Dwg: 19186ESP4
Dated: April 8, 2021
Designed by: A. Toole
Drawn by: A. Toole
Checked by: A. Toole
Scale: Horizontal 1:250 Vertical N/A
If this bar is not 25mm long, adjust your plotting scale





Storm

1. All storm pipe to be in accordance with the Town of Rothesay specifications and of the diameter noted on the drawings.
2. Storm laterals to be 100mmØ PCV DR35 (white) in accordance with the Town of Rothesay specifications unless otherwise noted.
3. All joints to be bell and spigot type with rubber gaskets to CSA A257.3.
4. All storm manholes to be pre-cast to CSA A257.4 and ASTM C478 of the diameter noted on the drawings or based on manufacturer's recommendations.
5. All storm manholes to be constructed in accordance with the Town of Rothesay specifications.
6. All storm manhole frames and covers to be cast iron to ASTM A48, class 30 B as per Town of Rothesay Specifications.
7. All catch basins to be of the type specified in the catchbasin schedule and installed in accordance with the Town of Rothesay specifications.
8. All catch basins and storm manholes to have minimum 100mm grade ring and 12mm rubber riser between frame & concrete cover.

Storm							
Structure	Ø (mm)	Easting	Northing	Top	Inv. In (2)	Inv. In (1)	Inv. out
STORMCEPTOR	1200	2541324.54	7377140.80	64.10	N/A	62.004	61.975
CB5	750	2541322.83	7377142.18	64.05	N/A	N/A	62.054

DON-MORE SURVEYS & ENGINEERING LTD.

Revision:

No.	Date yr/m/d	Description
1	2021-04-08	Issued for Review

Dwg: 19195ESP4
Dated: April 8, 2021
Designed by: A. Toole
Drawn by: A. Toole
Checked by: A. Toole
If this bar is not 25mm long, adjust your plotting scale
Scale: Horizontal 1:250 Vertical 50

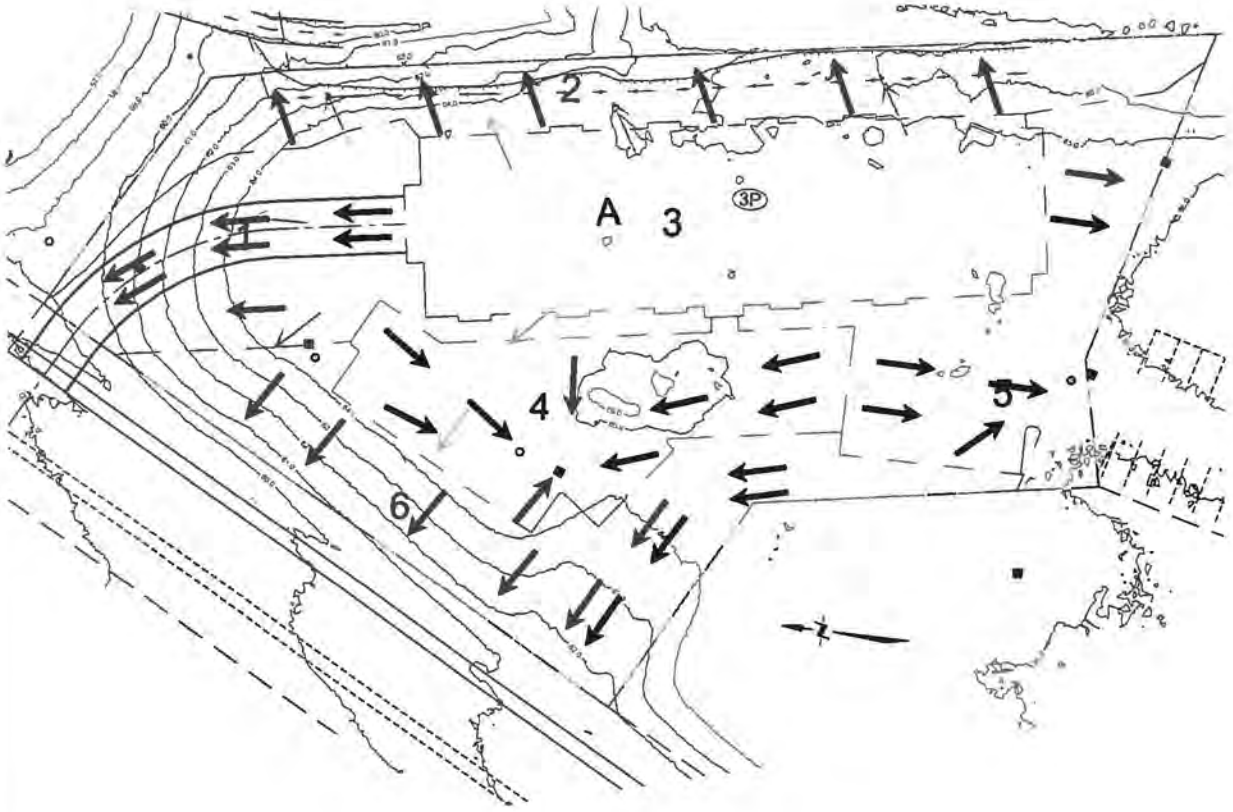
Client:
Luke Moffett

Project:
Apartment Building
Chapel Road, Rothesay, NB

Title:
Servicing Plan

Sheet C4 of 6

Issue: Issued for Review
Date of: 2021-04-08
Rev # 1



Stormwater Management Notes

Storm water modeled using Hydrocad V10.00 software, using the USDA Natural Resources Conservation Service Method (formally SCS).

1. Work completed in accordance with the City of Saint John Storm Drainage Design Criteria Manual, March 7, 2018 version.
2. 2 and 24hr Chicago storm distribution used.
   - = 100 year storm (24hr) - total rainfall: 191mm
   - = 5 year storm (24hr) - total rainfall: 115mm
3. IA/S Ratio = 0.2
4. Antecedent Moisture Condition = 2 (average (normal) conditions)
5. Pre-development catchment drainage boundaries match post-development boundaries.

Flow to Rooftop Pond (3P)

Area label	Area (m²)	CN	Tc(min)	1:5 yr (m³/s)	1:100 yr(m³/s)
3	1429	98	5	0.0017	0.0029
3P- Flow to Rooftop Pond				0.0029	0.0058

Flow to Chapel Pond (Total Post-Development)

Area label	Area (m²)	CN	Tc(min)	1:5 yr (m³/s)	1:100 yr(m³/s)
1	817	58	5.9	0.0037	0.0133
2	943	39	8.6	0.0001	0.0028
4	841	98	5.0	0.0187	0.0311
5	836	73	7.3	0.0091	0.0210
6	1103	58	7.4	0.0038	0.0156
Post-development flow to Chapel Road Pond (1+2+4+5+6+3P)				0.0350	0.0836

Flow to Chapel Road Pond (Total Pre-Development)

Area label	Area (m²)	CN	Tc(min)	1:5 yr (m³/s)	1:100 yr(m³/s)
A	5874	65	5	0.0450	0.1242
Pre-development flow to Chapel Road Pond				0.0450	0.1242

DON-MORE SURVEYS & ENGINEERING LTD.

Legend:
- Pre-Development Drainage area
- Post-Development Drainage area
- Pre-Development Flows
- Post-Development Flows
- Approx. 5 year flood limit
- Approx. 20 year flood limit
- Approx. 100 year flood limit
- Flow to Point (X2)
- Pre-Development Drainage area label (A)
- Post-Development Drainage area label (1)

Revision:

No.	Date yr/m/d	Description
1	2021-04-06	Issued for Review

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Dated: April 6, 2021
Designed by: A. Toole
Drawn by: A. Toole
Checked by: A. Toole
Scale: Horizontal 1:500 Vertical n/a
If this bar is not 25mm long, adjust your plotting scale

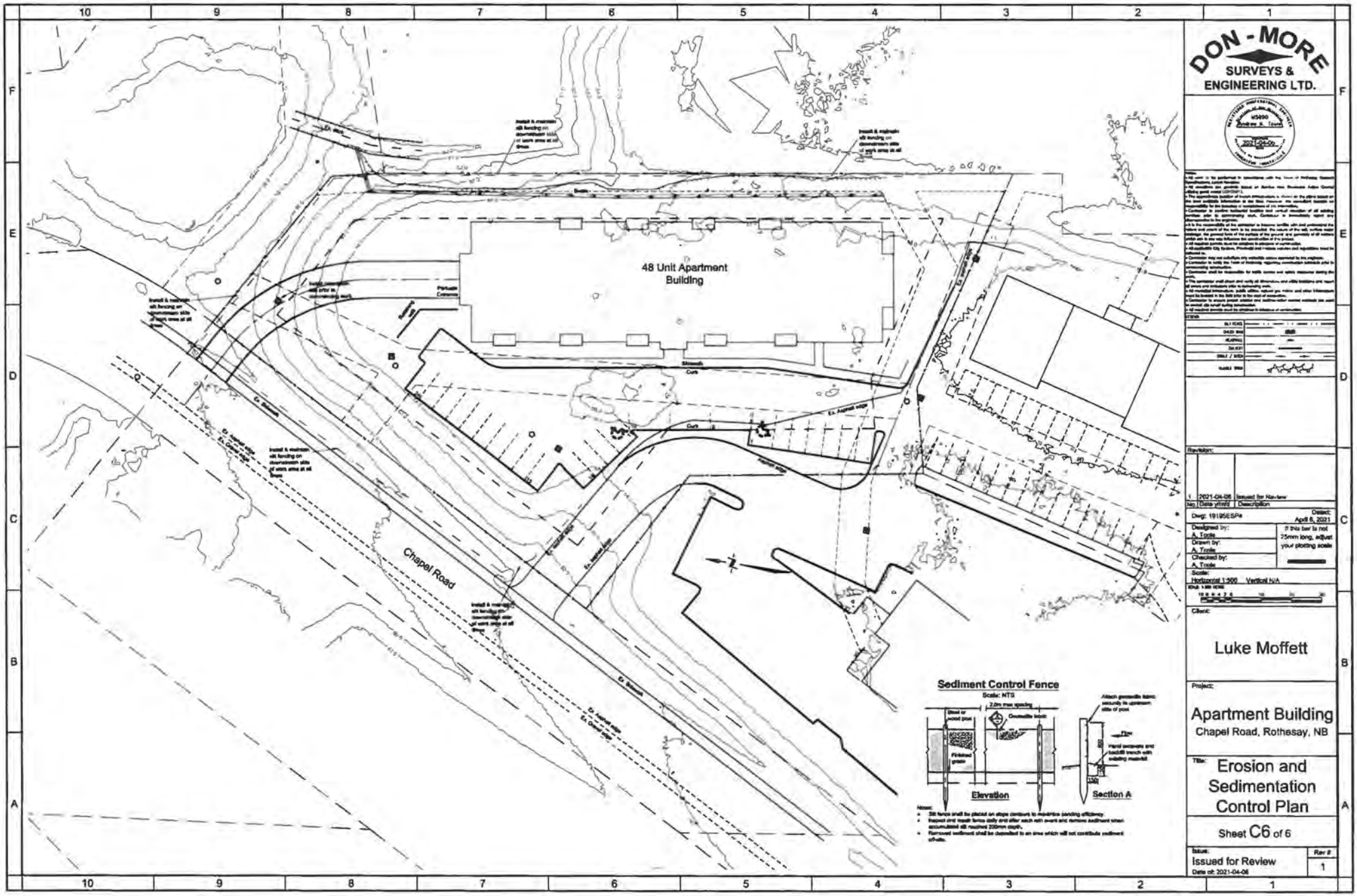
Client: Luke Moffett

Project: Apartment Building
Chapel Road, Rothesay, NB

Title: Stormwater Management Plan

Sheet C5 of 6

Issue: Issued for Review
Date of: 2021-04-06
Rev #: 1


48 Unit Apartment Building
Chapel Road
Sediment Control Fence
Scale: NTS
Elevation
Section A
DON - MORE
SURVEYS & ENGINEERING LTD.
Luke Moffett
Apartment Building
Chapel Road, Rothesay, NB
Erosion and Sedimentation Control Plan
Sheet C6 of 6
Issued for Review
Date of: 2021-04-06
Rev # 1

CHAPEL ROAD - 48-UNIT APARTMENT
ROTHESAY, NEW BRUNSWICK

ROTHESAY, NB 45.35°N LATITUDE		SUN ANGLES		AZIMUTHS	
		SOLAR NOON	8:00 AM/4:00 PM	SUNRISE	SUNSET
Summer Solstice	June 21	68°	51°	N54°E	S305°W
Equinoxes	March 21 September 21	45°	28°	N89°E	S271°W
Winter Solstice	December 21	21°	Not Risen Set 4:40 @ 237°	N123°E	S237°W

NOTES:

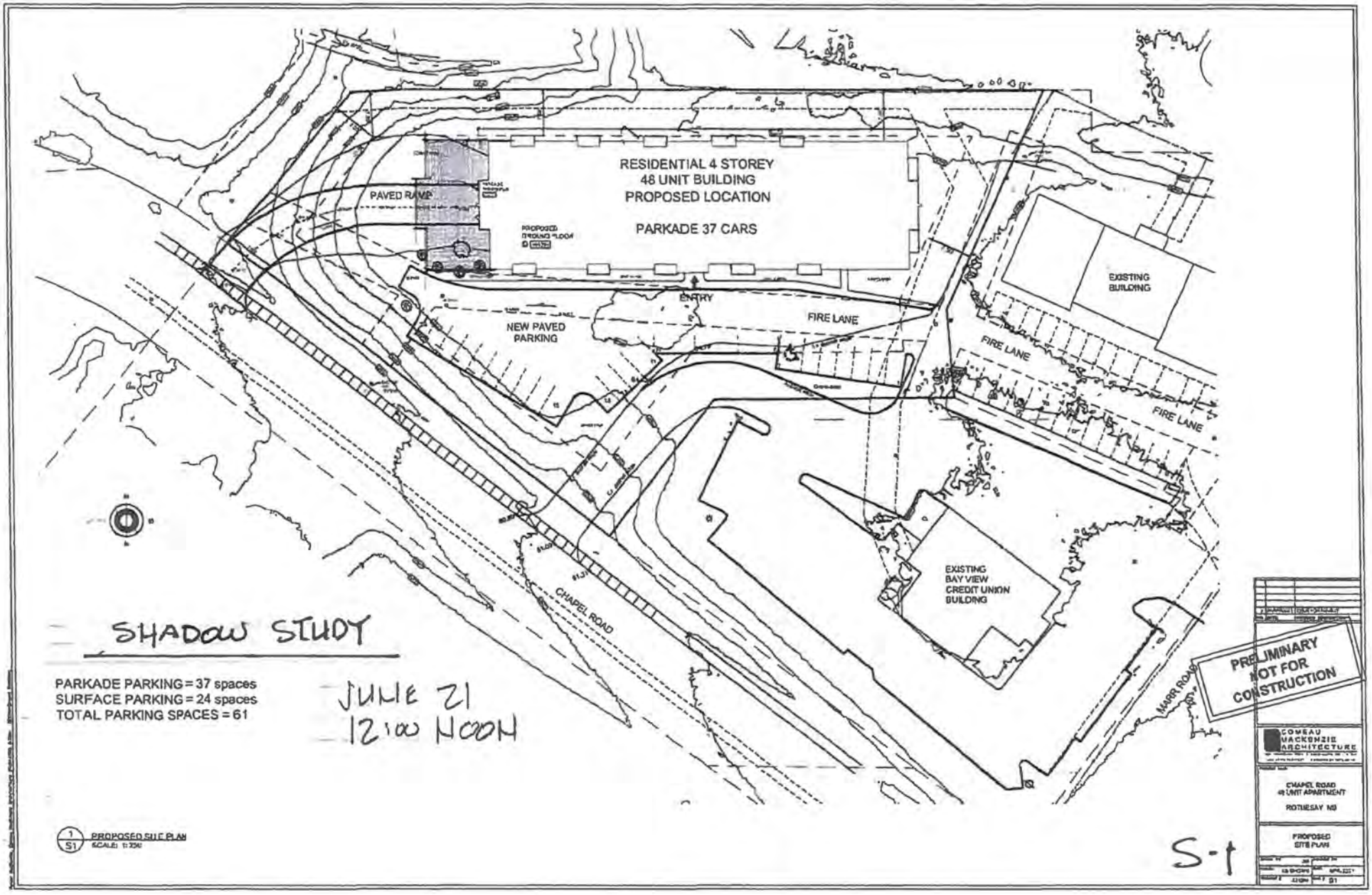
1. Sun times based on: Solar noon = 12:00 pm
   8:00 am = 4 hours BEFORE solar noon
   4:00 pm = 4 hours AFTER solar noon
   (Daylight Savings Time not accounted for)

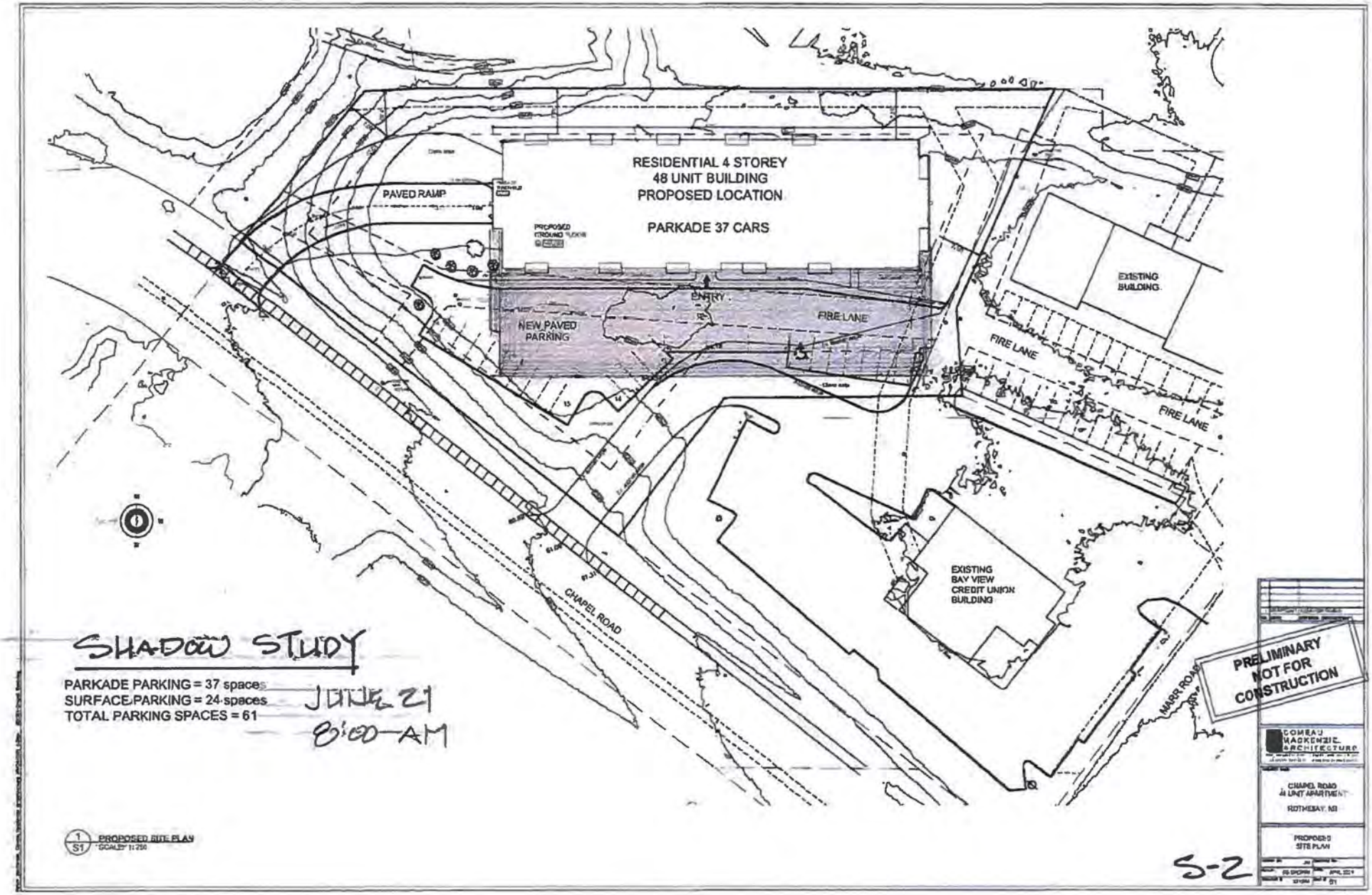
2. Sun angles measured from true horizon upwards to sun centre.

3. Horizontal angles based on solar north/south, similar to GeoNB grid north.

4. Equinoxes set at March 21 and September 21, varying on a year-by-year basis.

5. Shade and shadow diagrams: Shown for June 21 and equinoxes only, 8:00 am/4:00 pm.


RESIDENTIAL 4 STOREY
48 UNIT BUILDING
PROPOSED LOCATION
PARKADE 37 CARS
PAVED RAMP
PROPOSED GROUND FLOOR
ENTRY
NEW PAVED PARKING
FIRE LANE
EXISTING BUILDING
FIRE LANE
FIRE LANE
EXISTING BAY VIEW CREDIT UNION BUILDING
CHAPEL ROAD
HARR ROAD
SHADOW STUDY
PARKADE PARKING = 37 spaces
SURFACE PARKING = 24 spaces
TOTAL PARKING SPACES = 61
JUNE 21
12:00 NOON
PRELIMINARY NOT FOR CONSTRUCTION
COMEAU MACKENZIE ARCHITECTURE
CHAPEL ROAD
48 UNIT APARTMENT
ROTHESAY NB
PROPOSED SITE PLAN
1/S1 PROPOSED SITE PLAN
SCALE: 1:250
S-1

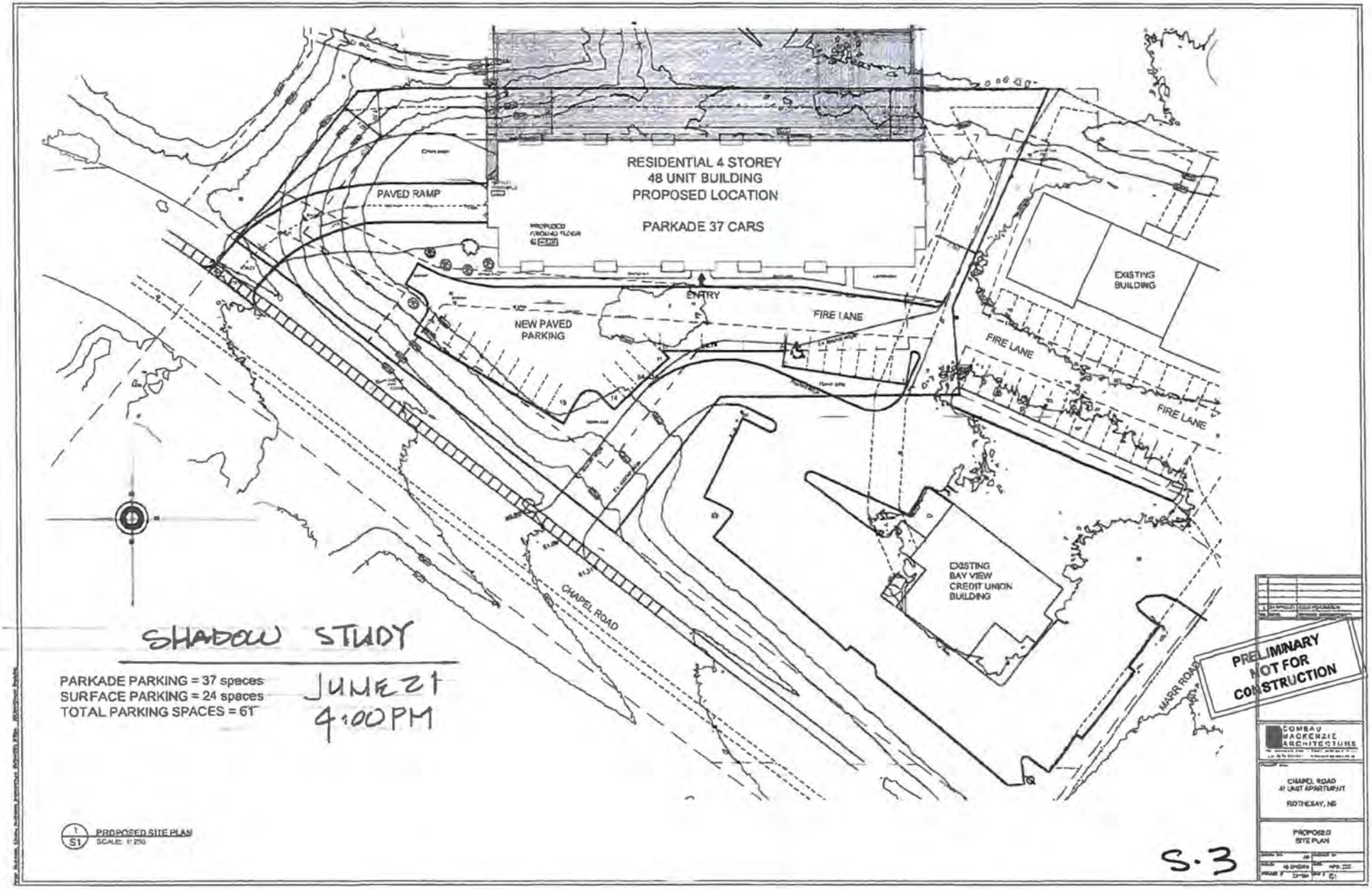


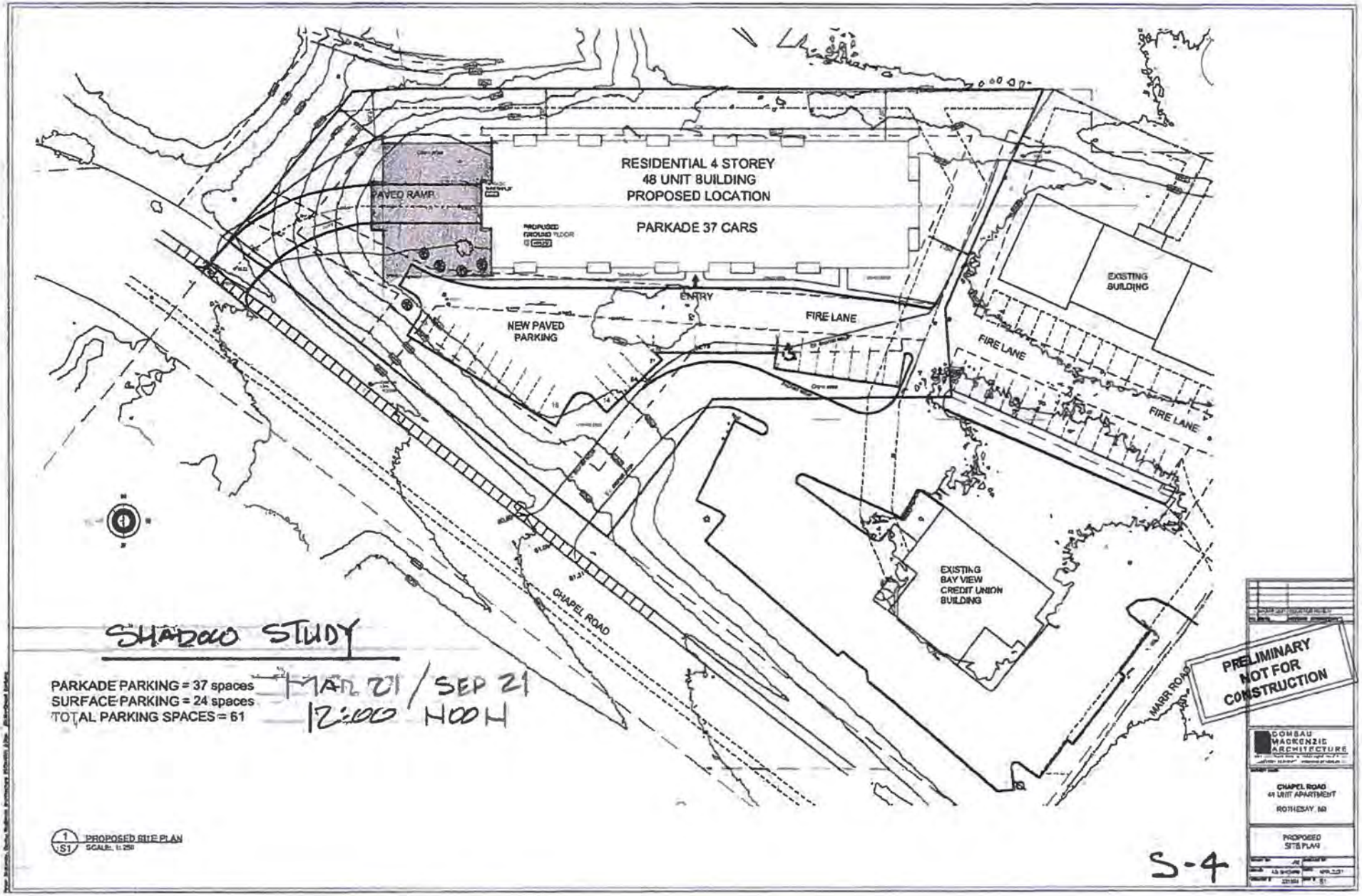
SHADOW STUDY

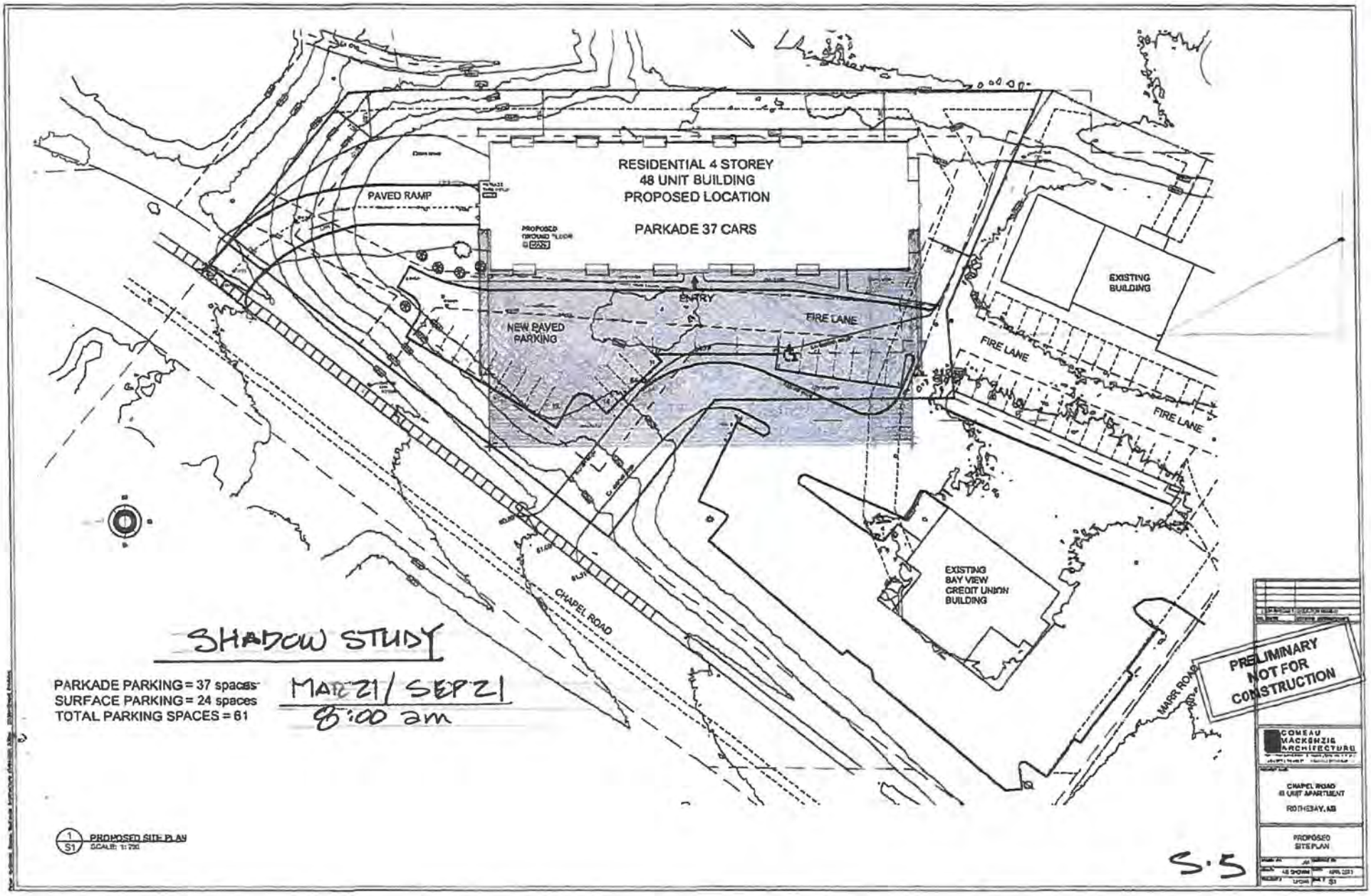
PARKADE PARKING = 37 spaces
SURFACE PARKING = 24 spaces
TOTAL PARKING SPACES = 61

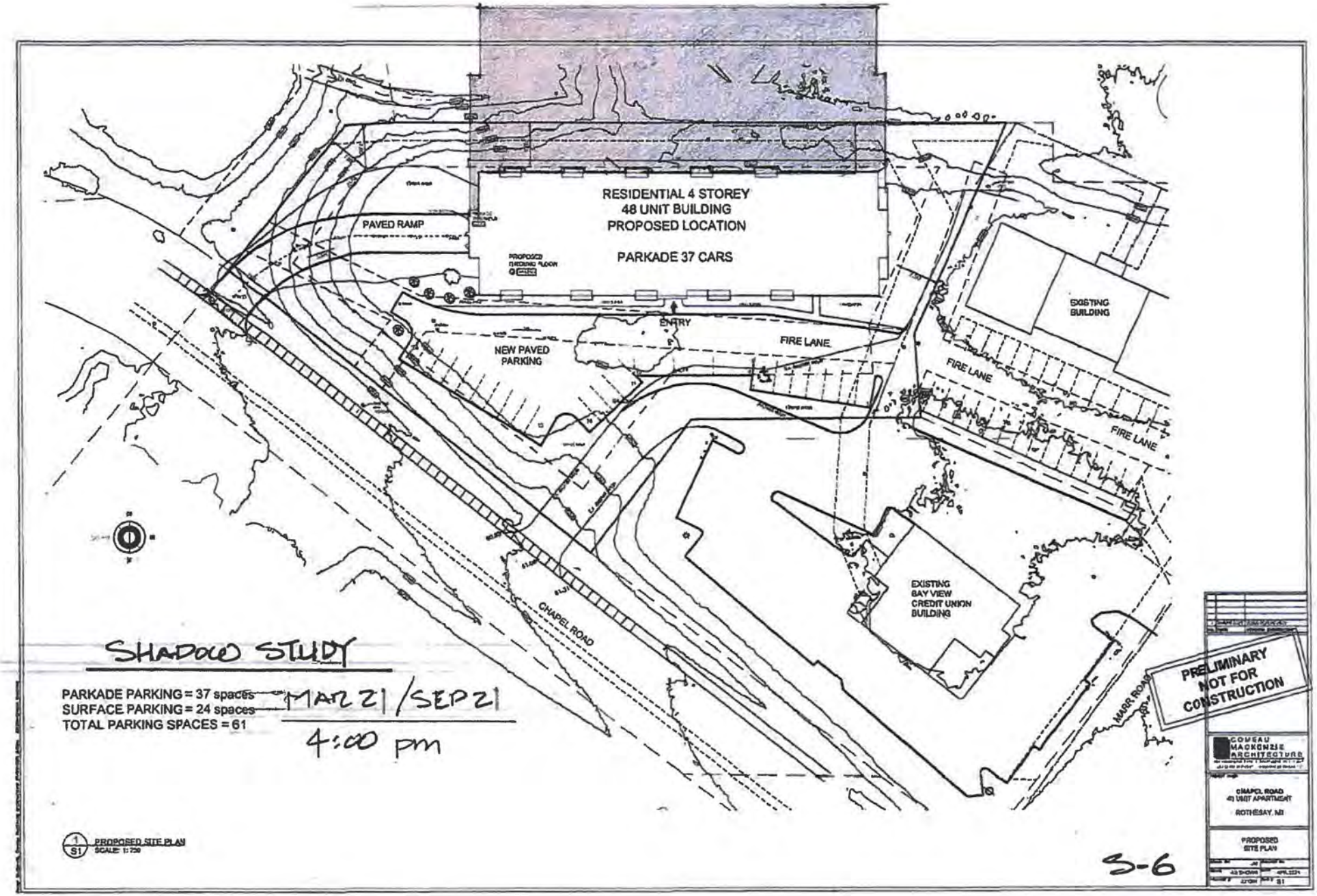
JUNE 21
8:00 AM

1/S1 PROPOSED SITE PLAN
SCALE: 1:250


RESIDENTIAL 4 STOREY
48 UNIT BUILDING
PROPOSED LOCATION
PARKADE 37 CARS
PAVED RAMP
ENTRY
NEW PAVED PARKING
FIRE LANE
EXISTING BUILDING
FIRE LANE
FIRE LANE
EXISTING BAY VIEW CREDIT UNION BUILDING
CHAPEL ROAD
MARR ROAD
SHADOW STUDY
JUNE 21
4:00 PM
PARKADE PARKING = 37 spaces
SURFACE PARKING = 24 spaces
TOTAL PARKING SPACES = 61
PRELIMINARY NOT FOR CONSTRUCTION
COMEAU MACKENZIE ARCHITECTURE
CHAPEL ROAD
48 UNIT APARTMENT
ROTHESAY, NB
PROPOSED SITE PLAN
1 S1 PROPOSED SITE PLAN
SCALE: 1:250
S.3


RESIDENTIAL 4 STOREY
48 UNIT BUILDING
PROPOSED LOCATION
PARKADE 37 CARS
PAVED RAMP
ENTRY
NEW PAVED PARKING
FIRE LANE
EXISTING BUILDING
EXISTING BAY VIEW CREDIT UNION BUILDING
CHAPEL ROAD
MARR ROAD
SHADOW STUDY
PARKADE PARKING = 37 spaces
SURFACE PARKING = 24 spaces
TOTAL PARKING SPACES = 61
MAR 21 / SEP 21
12:00 NOON
PRELIMINARY NOT FOR CONSTRUCTION
COMEAU MACKENZIE ARCHITECTURE
CHAPEL ROAD
48 UNIT APARTMENT
ROTHESAY, NB
PROPOSED SITE PLAN
1 / S1 PROPOSED SITE PLAN
SCALE: 1:250
S-4


RESIDENTIAL 4 STOREY
48 UNIT BUILDING
PROPOSED LOCATION
PARKADE 37 CARS
PAVED RAMP
PROPOSED GROUND FLOOR
ENTRY
NEW PAVED PARKING
FIRE LANE
EXISTING BUILDING
FIRE LANE
FIRE LANE
EXISTING BAY VIEW CREDIT UNION BUILDING
CHAPEL ROAD
MARR ROAD
SHADOW STUDY
PARKADE PARKING = 37 spaces
SURFACE PARKING = 24 spaces
TOTAL PARKING SPACES = 61
MAR 21 / SEP 21
8:00 am
PRELIMINARY NOT FOR CONSTRUCTION
COMEAU MACKENZIE ARCHITECTURE
CHAPEL ROAD 48 UNIT APARTMENT
ROTHESAY, NB
PROPOSED SITE PLAN
1 S1 PROPOSED SITE PLAN
S.5


RESIDENTIAL 4 STOREY
48 UNIT BUILDING
PROPOSED LOCATION
PARKADE 37 CARS
PAVED RAMP
PROPOSED DRIVING FLOOR
ENTRY
NEW PAVED PARKING
FIRE LANE
FIRE LANE
FIRE LANE
EXISTING BUILDING
EXISTING BAY VIEW CREDIT UNION BUILDING
CHAPEL ROAD
MARR ROAD
SHADOW STUDY
PARKADE PARKING = 37 spaces
SURFACE PARKING = 24 spaces
TOTAL PARKING SPACES = 61
MAR 21 / SEP 21
4:00 pm
PRELIMINARY NOT FOR CONSTRUCTION
COMEAU MACKENZIE ARCHITECTURE
CHAPEL ROAD
41 UNIT APARTMENT
ROTHESAY, NB
PROPOSED SITE PLAN
1 S1 PROPOSED SITE PLAN
SCALE: 1:750
S-6

Chapel Road Apartments is a four-storey, 48-unit apartment complex, over a single level of underground parking for 37 cars and 24 surface parking spaces the remainder of site is landscaped with a combination of deciduous and coniferous tress to maintain a green appearance during winter months. Access to the site is directly from Chapel Road, with a secondary access by right-of-way from Marr Road.

This convenient location is nearby to local services and is supportive of municipal "walkable community" aspirations as it is within 1 kilometre of a grocery store, neighbourhood park, pharmacy, community store, and 1.5 kilometres of a public school, childcare centre and healthcare services, Rothesay's to main commercial streets.

Please accept my signature below as a letter of support for the new 48 unit proposed development on Chapel Road. The location will not hinder traffic and is an ideal location for those that are looking to live in our community. With the many benefits Rothesay has to offer, increasing the housing options, such as Apartments with underground parking for existing or new residents is positive for the long term.

Print	Signature	Date
Tammy Clark (KV Auto)	Tammy Clark	April 19/2021
Steve Marr (KV Auto)	Steve Marr	April 19/2021
Jeff Cail (KV Auto)		Apr. 19/2021
Jon Currie (Rothesay Community Farm)		Apr 20/21

New 48 Unit Proposed Residential Development – Chapel Road

61 Marr Road, Rothesay, NB E2E 5Y8

April 17, 2021

To: Brian White and Planning Advisory Committee

I would like to offer strong support to the proposed 48 unit development on Chapel Road as I believe it will provide support to an economic recovery from the pandemic, support Rothesay, and provide newer living opportunities in our town. I have seen many new developments occurring in Quispamsis and welcome seeing new development near our commercial establishment.

Sincerely,

Allan McQuaid

Jessica Holland

Royal Canadian Legion Kennebecasis Branch #58, 61 Marr Road, Rothesay, NB, E2E 5Y8

To: Town of Rothesay Municipal Planning Department

From: Royal Canadian Legion Branch #58

Regarding- Chapel Apartments Proposal

As a local business, we are excited to see the proposed development of additional housing for the Rothesay area. In reviewing the proposed plan and traffic flow, we are confident that the addition of a new building in our neighbourhood will boost our value and curb appeal.

We are happy to offer support to the approval process. We are actively working with the developer to minimize the impact of traffic flow in the shared parking lot and are confident we can strike an equitable shared access agreement with all parties.

To that end we to look forward to working together with our new neighbours to continue growth and prosperity in Rothesay.

Thanks

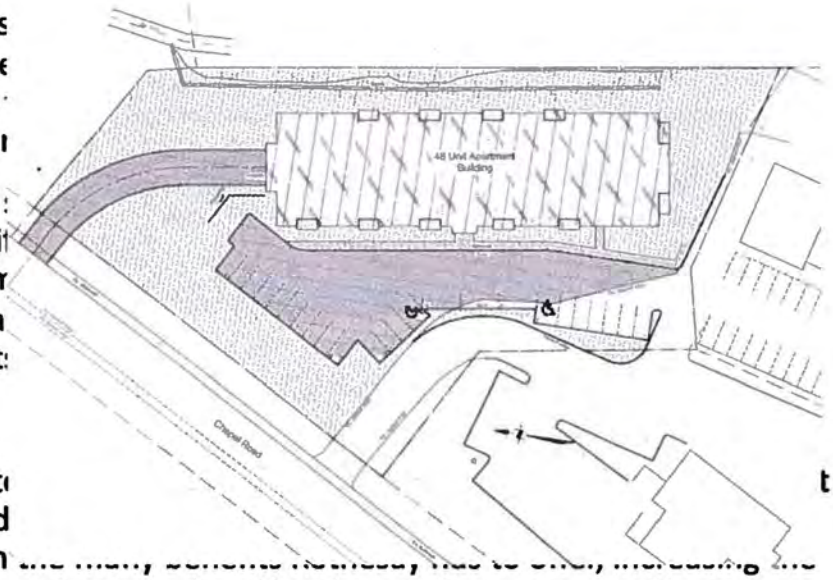
President RCL Branch #58

Gloria Roberts

Secretary RCL Branch #58

For Illustration Only - New 48 Unit Proposed Residential Development – Chapel Road Subject to rezoning and feasibility.

The site includes 24 surface parking spaces
site is landscaped with a combination of de
appearance during winter months. Access
secondary access by right-of-way from Mar



This convenient location is nearby to local
community" aspirations. CMHC also identi
store, neighbourhood park, pharmacy, com
childcare centre and healthcare services, a
for multi-family developments. This site fit

Please accept my signature below as a lett
on Chapel Road. The location will not hind
are looking to live in our community. With
housing options, such as Apartments with underground parking for existing or new residents is positive for the long term.

Print	Signature	Date
	(Royal Lepage)	
Kevin Donovan	Kevin Donovan	4/21/2021 | 9:38 AM ADT

Future Solutions

Memo

April 12 ,2021

To: Town of Rothesay Municipal Planning Department

From: Future Solutions

Regarding- Chapel Apartments Proposal

As a local business, I am excited to see the proposed development of additional housing for the Rothesay area. In reviewing the proposed plan and traffic flow, I am confident that the addition of a new building in the neighbourhood will boost value and curb appeal for my clients.

I am happy to offer support to the approval process. I am involved by my representation of Kings County Condominium Corp #3 and I am actively working with all parties to facilitate an equitable shared access agreement to govern the traffic flow and maximize safety in the existing laneway and parking areas.

To that end we to look forward to working together with our new neighbours to continue growth and prosperity in Rothesay.

Thanks

Les Gillet,

Future Solutions

126 Hampton Road,

Rothesay, NB,

E2E2N6

506.657.0013

To: **Chair and Members of Rothesay Planning Advisory Committee**

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

Date: **Friday, July 02, 2021**

Subject: **Supplemental Report - 48 Unit Apartment Building – Rezoning Chapel Road (PID 30206882)**

Applicant:	Sean Hall & Luke Moffett	**Property Owner:**	637339 NB Inc.
Mailing Address:	76 Highland Avenue Rothesay NB E2E 5N3	**Mailing Address:**	317 Hampton Road Quispamsis NB E2E 4M9
Property Location:	Chapel Road	**PID:**	30206882
Plan Designation:	Commercial	**Zone:**	General Commercial
Application For:	48 Unit Apartment Building		
Input from Other Sources:	Operations, KVFD, KRPF, Anglophone South District School Board		

RECOMMENDATION:
PAC HEREBY removes from the TABLE the rezoning application of the lands located off Chapel Drive (PID 30206882) to allow for the development a 48-unit apartment building subject to the execution of a Development Agreement.

ORIGIN:
At the regular meeting of PAC May 3rd, 2021 PAC tabled the application for a 48 unit apartment building located off Chapel Road pending the receipt of a supplemental staff report containing the following:

1. Traffic impact assessment results and review;
2. Polling results;
3. Review by KVFD; and
4. Draft development agreement and rezoning By-law.

BACKGROUND:
Staff have received the traffic impact statement and revised architectural drawings (see Attachment A) for the application to develop a 48 unit apartment building on the 1 ½ acre vacant lot off Chapel Road. Staff's review of the supplemental information is contained in the sections that follow.

TRAFFIC IMPACT
Staff did review the submitted Traffic Impact Statement (Attachment B) and have reviewed the findings with the applicant. Staff's major concern was the level of service (LOS) with the development on the Chapel Road / Marr Road intersection. The report states "that delays at the southbound approach of the Chapel Road / Marr Road intersection will increase slightly (4 – 8 seconds per vehicle); however the approach will remain below capacity and the intersection will continue to perform efficiently overall." The report continues to conclude, "Traffic signals are not warranted at the intersection in the 2027 horizon period." Notwithstanding, the study's conclusion regarding the need for traffic signals Staff have included a clause with the development agreement (Attachment A) that secures a capital cost

contribution toward signalization should conditions arise that require Rothesay to implement traffic signals.

POLLING RESULTS

Staff circulated polling letters to inform the immediate neighbours of the application and to invite any comments they may wish to make with respect to the application. As of July 2, 2021 no comments were received by Staff as a result of our polling efforts.

KENNEBECASIS VALLEY FIRE DEPARTMENT:

As is required by Municipal Plan **Policy FR-7,** the KVFD must review proposals for new development projects to ensure that public safety and firefighting concerns are addressed. The KVFD reviewed the proposal and are satisfied that the proposal fulfills their requirements.

Figure 1 – Revised Rendering 48 unit Apt Building – ZZAP Architecture + Planning

DEVELOPMENT AGREEMENT:

A development agreement is a contract between Rothesay and the property owner that specifies the details and obligations of the individual parties concerning the proposed development. The draft development agreement is Attachment A. 2. The Development Agreement requires that the proposed building as seen before PAC and Council will be constructed in conformance the details and Schedules attached to the agreement as follows:

Schedule A	Legal Description of Parcels
Schedule B	Proposed Site Plan and Location of Building
Schedule C	Building Elevations (4)
Schedule D	Landscape Plan
Schedule E	Storm Water Management Plan

Staff would like draw special attention to Parts 5 through 11 of the agreement which layout the mechanisms by which the affordable housing component of the project will regulated. As noted in the

previous report Staff were concerned that the proposed methodology could result in rents as high as $2200 and be deemed "affordable". Staff have consulted with CMHC and other municipalities to determine the most effective approach to ensuring the agreed rental rates. Staff also note that the developer is unable to access the Affordable Rental Housing Program or Provincial Rent Supplement Assistance Program with the Province of New Brunswick, for that reason, Staff have created agreement clauses as follows:

1. The Developer agrees to maintain for a period of twenty (20) years, calculated from the first day of building occupancy, no less than 8 affordable 2 bedroom apartment units with monthly rental rates based at or below 30% of the Single Parent Median Income in Rothesay as determined by the most recent available data from Statistics Canada.

2. The Developer further agrees that once the base rents are established in the first year of occupancy, they can only be raised by the higher of Consumer Price Index (CPI).

3. The Developer agrees to provide to Rothesay an annual audit or legal affidavit prepared by a licensed member of the Chartered Professional Accountants of New Brunswick that provides reasonable assurance that an audit conducted of the affordable units complies with this agreement in accordance with Canadian generally accepted auditing standards.

APPROVAL PROCESS:
The application is rezone the subject property to the R-4 Multi-Unit Residential Zone to permit a 48-unit apartment building by development agreement. The application is being reviewed pursuant to the policies of Rothesay Municipal Plan 1-20. The standard procedure for a rezoning is that Council receive from PAC a recommendation to hold a Public Hearing and that both the rezoning (by-law amendment) and the development agreement be prepared in advance of the public hearing.

RECOMMENDATIONS:
Staff recommend the Planning Advisory Committee consider the following MOTION:

> The Rothesay Planning Advisory Committee HEREBY recommends that Rothesay Council schedule a public hearing to consider rezoning the lands located off Chapel Drive (PID 30206882) from General Commercial (GC) to Multi-Unit Residential (R4) to allow for the development a 48 unit apartment building subject to the execution of a Development Agreement in accordance with the Community Planning Act.

Map 1	Location Map
Attachment A	Proposed Development Agreement & By-law
Attachment B	Traffic Study

Report Prepared by: Brian L. White, MCIP, RPP
Date: Friday, July 02, 2021

Subject Property: PID 30206882

2021August16PublicHrg48ChapelRdFINAL_062

1:800

Date: 2021-06-15

BY-LAW 2-10-28
A BY-LAW TO AMEND THE ZONING BY-LAW
(No.2-10 Rothesay)

The Council of the town of Rothesay, under authority vested in it by the Community Planning Act, and amendments thereto, hereby amends By-Law 2-10 "Rothesay Zoning By-law" and enacts as follows:

That Schedule A, entitled "Zoning" as attached to By-Law 2-10 "ROTHESAY ZONING BY-LAW" is hereby amended, as identified on the attached sketch, identified as Attachment "2-10-28".

The purpose of the amendment is to rezone lands located off Chapel Drive (PID 30206882) from General Commercial (GC) to Multi-Unit Residential (R4) to allow for the development a 48-unit apartment building subject to the execution of a Development Agreement in accordance with the Community Planning Act, supra.

FIRST READING BY TITLE :

SECOND READING BY TITLE :

READ IN ENTIRETY :

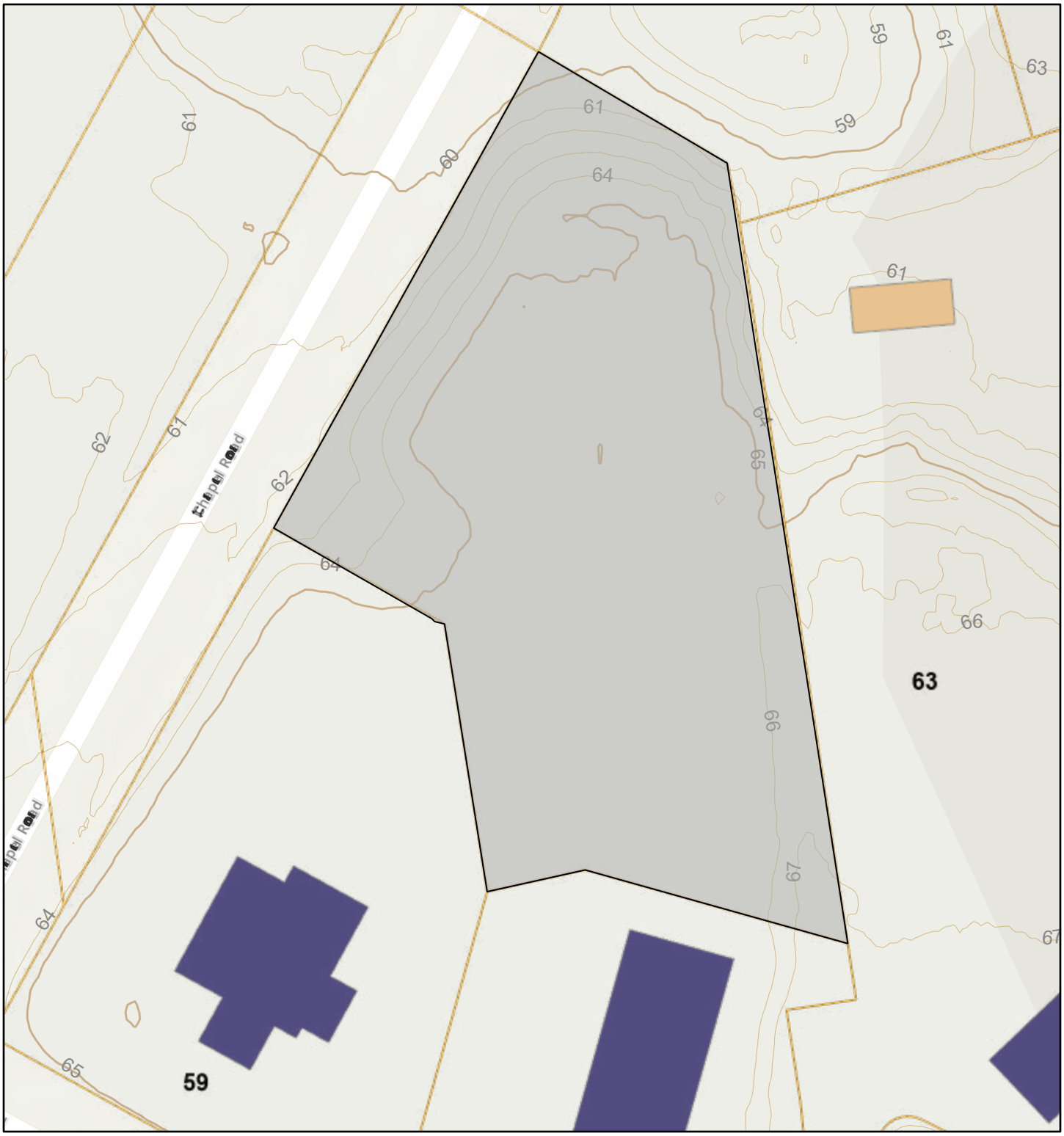
THIRD READING BY TITLE
AND ENACTED :

MAYOR

CLERK

Attachment - Bylaw 2-10- 28 Subject Property - PID:30206882

2021August16PublicHrg48ChapelRdFINAL_064



6/23/2021, 2:01:05 PM

1:1,128

0 0.01 0.01 0.02 mi

0 0.01 0.02 0.04 km

Building

Commercial

Industrial

Rothesay Boundary

Property

Civic Address

Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community, Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Rothesay

DEVELOPMENT AGREEMENT

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

Parcel Identifier of Parcel Burdened by Agreement:	30206882
Owner of Land Parcels:	**637339 N.B. INC.** Tammy Moffett, Director 76 Highland Avenue Rothesay NB E2E 5N9 (Hereinafter called the "Developer")
Agreement with:	**Rothesay** 70 Hampton Road Rothesay, N.B. E2E 5L5 (Hereinafter called the "Town") a body corporate under and by virtue of the Local Governance Act, RSNB 2021, Chapter 18, located in the County of Kings and Province of New Brunswick

WHEREAS the Developer is the registered owner of certain lands located off Chapel Road (PID 30206882) 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 forty-eight (48) unit apartment building with underground parking on the Lands as described in Schedules B through D. *(*herein after called the "Project*")*

AND WHEREAS Rothesay Council did, on INSERT DATE, authorize the Mayor and Clerk to enter into a Development Agreement with 637339 N.B. INC. to develop a residential apartment complex 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 agrees that the number of residential units situated on the Lands shall not exceed forty-eight (48) residential apartment units.

Schedules

2. The Developer agrees to develop the Lands in a manner, which, in the opinion of the Development Officer, is generally in conformance with the following Schedules attached to this Agreement:
    a. Schedule A Legal Description of Parcels
    b. Schedule B Proposed Site Plan and Location of Building
    c. Schedule C Building Elevations (4)
    d. Schedule D Landscape Plan
    e. Schedule E Storm Water Management Plan

Site Development

3. The Developer agrees that except as otherwise provided for herein the use of the Lands shall comply with the requirements of the Rothesay Zoning By-law and Subdivision By-law, as may be amended from time to time.

4. The Developer agrees to develop the Lands in a manner, which, in the

opinion of the Development Officer, is generally in conformance with Schedules B, C, D and E.

Affordable Housing

5. The Developer agrees to maintain for a period of twenty (20) years, calculated from the first day of building occupancy, no fewer than 8 'affordable' 2 bedroom apartment units with monthly rental rates based at or below 30% of the Single Parent Median Income in Rothesay as determined by the most recent available data from Statistics Canada.

6. The Developer further agrees that once the base rents for the affordable are established in the first year of occupancy, they can only be raised by a maximum of the Consumer Price Index (CPI), annual average not seasonally adjusted for Saint John, N.B.

7. The Developer agrees to provide to Rothesay an annual audit or legal affidavit prepared by a licensed member of the Chartered Professional Accountants of New Brunswick that provides reasonable assurance that an audit conducted of the affordable units complies with this agreement in accordance with Canadian generally accepted auditing standards.

8. The Developer agrees to bear all costs associated with the annual audit or legal affidavit referenced in paragraph 7 and to fully cooperate with Rothesay relating to such audit monitoring and evaluation.

9. The Developer agrees that during the full Term of this Agreement, that any failure by the Developer to maintain the affordability provisions as set out in paragraphs 5, 6 and 7 or any other violation of any material term of the affordability principles shall constitute a default under this Agreement.

10. The Developer agrees that upon any such default, Rothesay may demand that Developer pay to Rothesay an amount equal to twice the difference of the actual rent received and the maximum amount of rent permitted under clause 6. The Developer agrees to pay interest on any balance in arrears at the rate of 1.25% percent per month compounded monthly.

11. Rothesay and the Developer agree that nothing contained in this agreement shall make or be construed to make any tenant or resident of the Project the responsibility of Rothesay.

Universal Design Barrier-Free Apartments

12. The Developer agrees to construct two (2) apartments utilizing Universal Design principles to achieve an accessible barrier-free standard to the satisfaction of the Development Officer in consultation with the Town's Building Inspector.

13. The Developer agrees that the building occupancy permit shall not be granted by Rothesay until the requirements set out in paragraph 12 are substantially completed and approved by Rothesay.

Architectural Guidelines

14. The Developer agrees that an objective of this development is to provide a high quality and visually attractive development, which exhibits an architectural design that reinforces the community character and that is generally consistent with the existing styles of housing in Rothesay. The Developer agrees to ensure the following:

    a. The architectural design of the building shall be, in the opinion of the Development Officer, generally in conformance with Schedule C.

    b. All exterior mounted ventilation and related mechanical equipment, including roof mechanical units, shall be concealed by screening in a

manner to reduce clutter and negative impacts on the architectural character of the building.

Storm Water

15. The Developer shall carry out, subject to inspection and approval by Town representatives, the installation of a storm water system as per Schedule E of this agreement. The Developer agrees to accept responsibility for all costs associated such installation including the following:

    a. Construction, to Town standards, of a storm water system including pipes, fittings, precast sections for manholes and catch basins capable of removing surface water from the entire developed portion of the lands to a predetermined location selected by the Developer's Engineer and approved by the Town Engineer,

    b. topsoil and hydro-seeding of shoulders of roadways.

16. The Developer agrees to submit for approval by the Town, prior to commencing any work on the storm water system such plans, as required by the Town, that shall conform with the design schematics and construction standards of the Town, unless otherwise acceptable to the Town Engineer.

17. The Developer agrees that all roof leaders, down spouts, and other storm water drains from the building, parking lot and landscape features shall not be directed or otherwise connected or discharged directly to the Town's storm water or sanitary collection system.

18. 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.

Traffic Signals – Cost Contribution

19. The Developer agrees to pay to Rothesay upon receipt of an invoice an amount not exceeding thirty-three percent (33%) of the actual cost incurred and expended by Rothesay for traffic signalization including, curbing, sidewalks, road widening, traffic lights, poles, controllers, accessories, electrical equipment and appurtenances necessary for their installation and initial operation, installed at the intersection of Marr Road and Chapel Drive.

20. Rothesay and the Developer agree that the capital cost contribution obligation (paragraph 19) shall expire in twenty 20 years from the date of the execution of this agreement should Rothesay not proceed with the traffic signalization as referenced in paragraph 20.

21. The Town and Developer agree that the design and construction of the intersection and related improvements shall be solely determined by the Town.

Water Supply

22. The Developer agrees to connect to the Town's nearest and existing water system at a point to be determined by the Town Engineer and utilizing methods of connection approved by the Town Engineer.

23. The Town agrees to supply potable water for the purposes and for those purposes only for a maximum of forty-eight (48) residential dwellings and for minor and accessory purposes incidental thereto and for no other purposes whatsoever.

24. The Developer agrees to pay the Town a fee for connection of the building to the Town water system including sprinkler feed to the Town water system calculated in the manner set out in By-law 1-18, Rothesay Water

By-law as amended from time to time, to be paid to the Town twelve (12) months following the issuance of the building permit.

25. The Developer agrees that the Town does not guarantee and nothing in this Agreement shall be deemed a guarantee of an uninterrupted supply or of a sufficient or uniform water pressure or a defined quality of water. The Town shall not be liable to the Developer or to any person, firm or corporation for any damage or injury caused by the interruption of the supply of water, the lack of uniform pressure thereof or the quality of water.

26. The Developer agrees that all connections to the Town water mains shall be approved and inspected by the Town Engineer or such other person as is designated by the Town prior to backfilling and that the operation of water system valves is the sole responsibility of the Town.

27. The Developer agrees to comply with the Town's Water By-law and furthermore that a separate water meter shall be installed, at their expense, for each residential connection made to the Town's water system.

28. The Developer agrees that the Town may terminate the Developer's connection to the Town water system in the event that the Town determines that the Developer is drawing water for an unauthorized purpose or for any other use that the Town deems in its absolute discretion or if an invoice for water service is more than 90 days in arrears..

29. The Developer agrees to provide, prior to the occupation of any buildings or portions thereof, written certification of a Professional Engineer, licensed to practice in New Brunswick that the connection of service laterals and the connection to the existing Town water system have been satisfactorily completed and constructed in accordance with the Town specifications.

Sanitary Sewer

30. The Developer agrees to connect to the existing sanitary sewer system at a point to be determined by the Town Engineer and utilizing methods of connection approved by the Town Engineer.

31. The Developer agrees to pay the Town a fee for connection to the Town sewer system calculated in the manner set out in By-law 1-15 Rothesay Sewage By-law, as amended from time to time, to be paid to the Town twelve (12) months following the issuance of the building permit.

32. The Developer agrees to carry out subject to inspection and approval by Town representatives, and pay for the entire actual costs of Engineering design, supply, installation, inspection and construction of all service lateral(s) necessary to connect to the existing sanitary sewer system inclusive of all pipes, laterals, fittings, and precast concrete units.

33. The Developer agrees to submit for approval by the Town, prior to commencing any work to connect to the sanitary sewer system, any plans required by the Town, with each such plan meeting the requirements as described in the Town specifications for such development.

34. The Developer agrees that all connections to the Town sanitary sewer system shall be supervised by the Developer's engineer and inspected by the Town Engineer or such other person as is designated by the Town prior to backfilling and shall occur at the sole expense of the Developer.

Retaining Walls

35. The Developer agrees that dry-stacked segmental concrete (masonry block) gravity walls shall be the preferred method of retaining wall construction for the purpose of erosion control or slope stability on the Lands and furthermore that the use of metal wire basket cages filled with rock (gabions) is not an acceptable method of retaining wall construction.

36. The Developer agrees to obtain from the Town a Building Permit for any

retaining wall, as required on the Lands, in excess of 1.2 meters in height and that such retaining walls will be designed by a Professional Engineer, licensed to practice in New Brunswick.

Indemnification

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

Notice

38. Any notice or advice which is to be given under this Agreement shall be deemed to have been satisfactorily given to the Developer if delivered personally or by prepaid mail addressed to **637339 N.B. INC.,** 76 Highland Avenue, Rothesay NB, E2E 5N9 and to the Town if delivered personally or by prepaid mail addressed to **ROTHESAY,** 70 HAMPTON ROAD, ROTHESAY, NEW BRUNSWICK, E2E 5L5. In the event of notice by prepaid mail, the notice will be deemed to have been received four (4) days following its posting.

By-laws

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

Termination

40. The Town reserves the right and the Developer agrees that the Town has the right to terminate this Agreement without compensation to the Developer if the specific proposal has not been completed 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 to the provisions of the Rothesay Zoning By-law.

41. Notwithstanding paragraph 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 municipal service infrastructure has begun and that such construction is deemed by the Development Officer in consultation with the Town Engineer as being continued through to completion as continuously and expeditiously as deemed reasonable.

42. The Developer agrees that should the Town terminate this Agreement the Town may call the Letter of Credit described herein and apply the proceeds to the cost of completing the work or portions thereof as outlined in this Agreement. If there are amounts remaining after the completion of the work in accordance with this Agreement, the remainder of the proceeds shall be returned to the Institution issuing the Letter of Credit. If the proceeds of the Letter of Credit are insufficient to compensate the Town for the costs of completing the work mentioned in this Agreement, the Developer shall promptly on receipt of an invoice pay to the Town the full amount owing as required to complete the work.

Security & Occupancy

43. The Town and Developer agree that Final Occupancy of the proposed 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 and an Occupancy Permit has been issued.

44. Notwithstanding Schedule D and E of this Agreement, the Town agrees that the Occupancy Permit may be issued provided the Developer supplies a security deposit in the amount of one hundred twenty percent (120%) 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 an automatically renewing, irrevocable letter of credit issued by a chartered bank dispensed to and in favour of Rothesay;

    b. Rothesay may use the security to complete the work as set out in Schedule D and E of this Agreement including landscaping or storm water works not completed within a period not exceeding six (6) months from the date of issuance of the Occupancy Permit;

    c. all costs exceeding the security necessary to complete the work as set out in Schedule D and E this Agreement shall be reimbursed to Rothesay; and

    d. any unused portion of the security shall be returned to the Developer upon certification that the work has been completed and acceptable to the Development Officer.

Failure to Comply

45. The Developer agrees that after sixty (60) days written notice by the Town regarding the failure of the Developer to observe or perform any covenant or condition of this Agreement, then in each such case:

    (a) The Town shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defense based upon the allegation that damages would be an adequate remedy;

    (b) The Town may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on the Lands and be shown on any tax certificate issued under the Assessment Act;

    (c) The Town may, by resolution of Council, discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; and/or

    (d) In addition to the above remedies, the Town reserves the right to pursue any other remediation under the *Community Planning Act* or Common Law in order to ensure compliance with this Agreement.

Entire Agreement

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

Severability

47. If any paragraph or part of this agreement is found to be beyond the powers

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

Reasonableness

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

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

IN WITNESS WHEREOF, each of the parties set out below has caused this Agreement, made in duplicate, to be duly executed by its respective, duly authorized officer(s) as of _____, 2021.

Witness: 637339 N.B. INC.

_____ _____
Tammy Moffett, Director

Witness: Rothesay:

_____ _____
Nancy E. Grant, Mayor

_____ _____
Mary Jane E. Banks, Clerk

SCHEDULE A

PID: | **30206882**

Form 45

AFFIDAVIT OF CORPORATE EXECUTION

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

Deponent:	Tammy Moffett 76 Highland Avenue Rothesay NB E2E 5N9
Office Held by Deponent:	**Director**
Corporation:	637339 N.B. INC.
Place of Execution:	Rothesay, Province of New Brunswick.
Date of Execution:	_____, 2021

I, **Tammy Moffett**, 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 "**Tammy Moffett**" subscribed to the within instrument is the signature of me and is in the proper handwriting of me, this deponent.

4. the Seal affixed to the foregoing indenture is the official seal of the said Corporation was so affixed by order of the Board of Directors of the Corporation to and for the uses and purposes therein expressed and contained;

5. That the instrument was executed at the place and on the date specified above;

DECLARED TO at Rothesay,
in the County of Kings,)
and Province of New Brunswick,)
This ___ day of _____, 2021)
)
BEFORE ME:)
)
_____)
Commissioner of Oaths)

_____
Tammy Moffett

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:	_____, 2021

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;

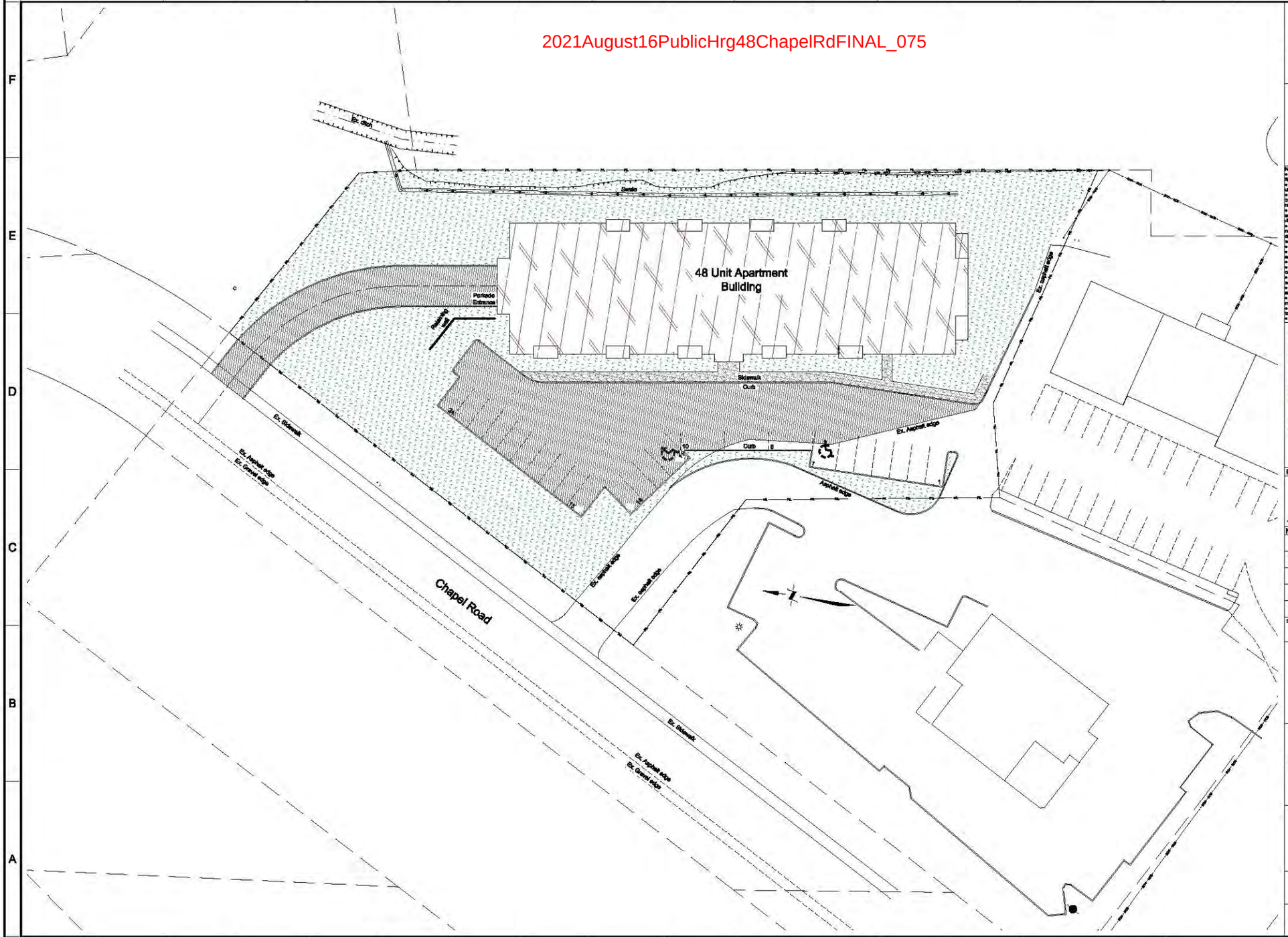
DECLARED TO at town of Rothesay, in the County of Kings, and Province of New Brunswick, This ___ day of _____, 2021)

BEFORE ME:)

_____)
Commissioner of Oaths)

_____
MARY JANE E. BANKS

2021August16PublicHrg48ChapelRdFINAL_075



DON-MORE SURVEYS & ENGINEERING LTD.

REGISTERED PROFESSIONAL ENGINEER
PROVINCE OF NEW BRUNSWICK
M5990
Andrew K. Toole
signature
2021-04-06
Date

Notes:
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- New Building Areas
- New Asphalt Areas
- New Concrete Areas
- New Gravel Areas
- New Grass Areas
- New Wooded Areas

Revision:

No.	Date y/m/d	Description
1	2021-04-06	Issued for Review

Dwg: 19195ESP4
Dated: April 8, 2021

Designed by: A. Toole
Drawn by: A. Toole
Checked by: A. Toole

If this bar is not 25mm long, adjust your plotting scale

Scale: Horizontal 1:250 Vertical N/A

SCALE 1:250 METRIC
5 4 3 2 1 0 5 10 15

Client:

Luke Moffett

Project:

Apartment Building
Chapel Road, Rothesay, NB

Title:

Site Plan

Sheet C2 of 6

Issue: Issued for Review
Date of: 2021-04-06

Rev # 1

EXTERIOR MATERIALS LEGEND	
1	MASONRY VENNEER
2	ALUMINUM CURTAIN WALL SYSTEM
3	PREFINISHED CLADDING TYPE I_COLOUR I_PROFILE I
4	PREFINISHED CLADDING TYPE I_COLOUR II_PROFILE I
5	PREFINISHED CLADDING TYPE I_COLOUR III_PROFILE II
6	PREFINISHED CLADDING TYPE II
7	ALUMINUM FRAMED GLASS GUARD
8	ARCHITECTURAL CONCRETE
9	PATIO DOOR
10	PVC WINDOW

NOTE:
CLADDING TO BE NON-COMBUSTIBLE, NON-VINYL TYPE.

21-066_Building Elevations

zzap architecture + planning
1 Canal St, Dartmouth NS B2Y 2W1 | zzap.ca

CLIENT
LUKE MOFFETT

PROJECT
48 UNIT APARTMENT BUILDING
Chapel Rd, Rothesay, NB

DRAWING
WEST ELEVATION
SCALE: 1" = 15'-0"
0 10' 5' 20'

PROJECT NO. **21-066**
DRAWN BY: NC
ISSUED FOR DA
DATE: May 21, 2021

SCHEDULE
C1

EXTERIOR MATERIALS LEGEND	
1	MASONRY VENNEER
2	ALUMINUM CURTAIN WALL SYSTEM
3	PREFINISHED CLADDING TYPE I_COLOUR I_PROFILE I
4	PREFINISHED CLADDING TYPE I_COLOUR II_PROFILE I
5	PREFINISHED CLADDING TYPE I_COLOUR III_PROFILE II
6	PREFINISHED CLADDING TYPE II
7	ALUMINUM FRAMED GLASS GUARD
8	ARCHITECTURAL CONCRETE
9	PATIO DOOR
10	PVC WINDOW

NOTE:
CLADDING TO BE NON-COMBUSTIBLE, NON-VINYL TYPE.

NORTH ELEVATION

SOUTH ELEVATION

21-066, Building Elevations

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CLIENT
LUKE MOFFETT

PROJECT
48 UNIT APARTMENT BUILDING
Chapel Rd, Rothesay, NB

DRAWING
NORTH AND SOUTH ELEVATIONS
SCALE: 1" = 15'-0"
0 10' 5' 20'

PROJECT NO. **21-066**
DRAWN BY: NC
ISSUED FOR DA
DATE: May 21, 2021

SCHEDULE
C2

EXTERIOR MATERIALS LEGEND	
1	MASONRY VENNEER
2	ALUMINUM CURTAIN WALL SYSTEM
3	PREFINISHED CLADDING TYPE I_COLOUR I_PROFILE I
4	PREFINISHED CLADDING TYPE I_COLOUR II_PROFILE I
5	PREFINISHED CLADDING TYPE I_COLOUR III_PROFILE II
6	PREFINISHED CLADDING TYPE II
7	ALUMINUM FRAMED GLASS GUARD
8	ARCHITECTURAL CONCRETE
9	PATIO DOOR
10	PVC WINDOW

NOTE:
CLADDING TO BE NON-COMBUSTIBLE, NON-VINYL TYPE.

21-066, Building Elevations

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1 Canal St, Dartmouth NS B2Y 2W1 | zzap.ca

CLIENT
LUKE MOFFETT

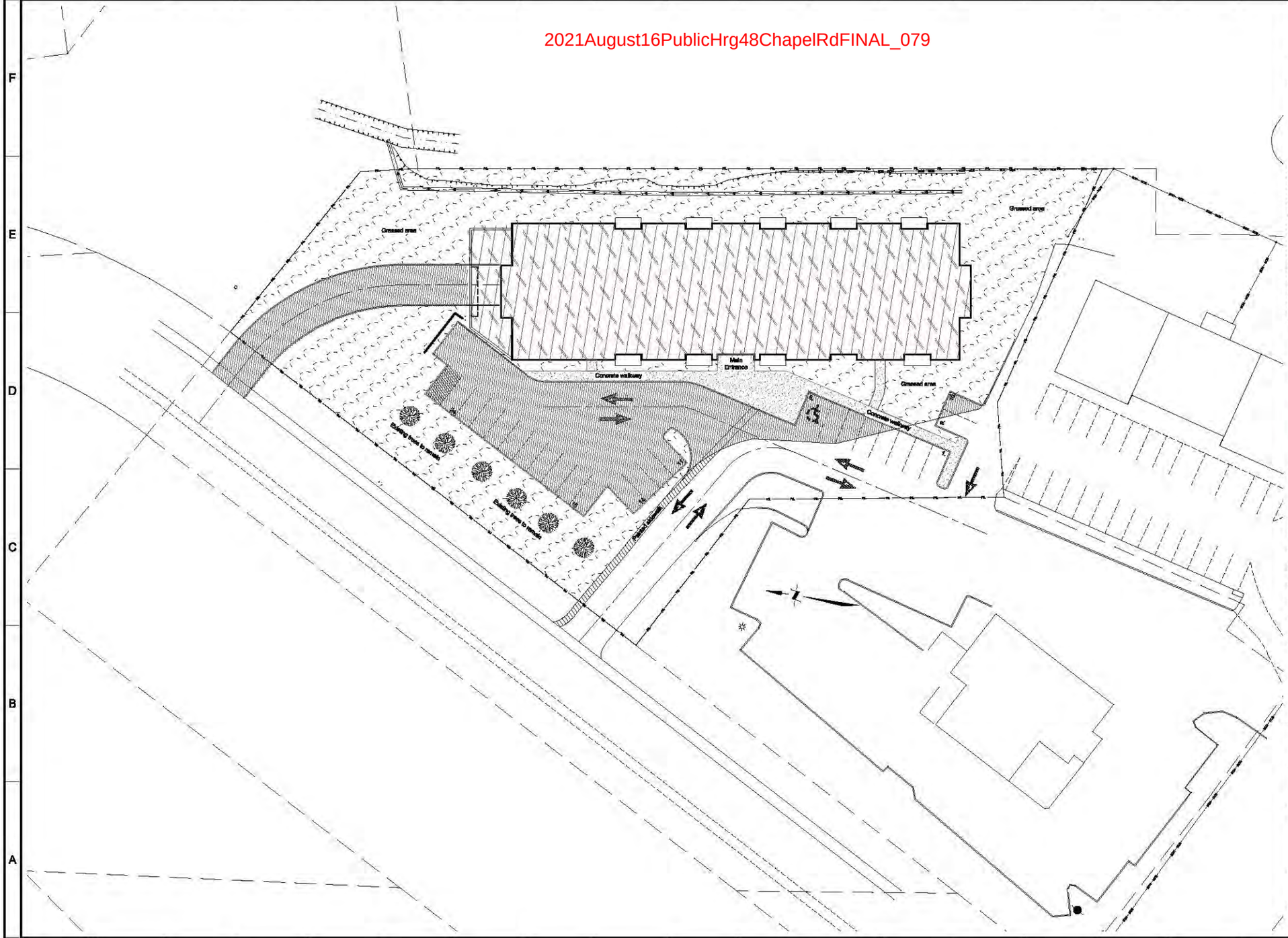
PROJECT
48 UNIT APARTMENT BUILDING
Chapel Rd, Rothesay, NB

DRAWING
EAST ELEVATION
SCALE: 1" = 15'-0"
0 10' 5' 20'

PROJECT NO. **21-066**
DRAWN BY: NC
ISSUED FOR DA
DATE: May 21, 2021

SCHEDULE
C3

2021August16PublicHrg48ChapelRdFINAL_079



DON - MORE SURVEYS & ENGINEERING LTD.

REGISTERED PROFESSIONAL ENGINEER
PROVINCE OF NEW BRUNSWICK
M5990
Andrew K. Toole
2021-04-29
Date

Notes:
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- New Building Areas
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- New Concrete Areas
- New Gravel Areas
- New Grass Areas
- New Wooded Areas

Revision:

No.	Date y/m/d	Description
2	2021-04-29	Revised Parking
1	2021-04-08	Issued for Review

Dwg: 19195ESP4

Dated: April 8, 2021

Designed by: A. Toole
Drawn by: A. Toole
Checked by: A. Toole

If this bar is not 25mm long, adjust your plotting scale

Scale:
Horizontal 1:250 Vertical N/A

SCALE 1:250 METRIC
5 4 3 2 1 0 5 10 15

Client:

Luke Moffett

Project:

Apartment Building

Chapel Road, Rothesay, NB

Title:

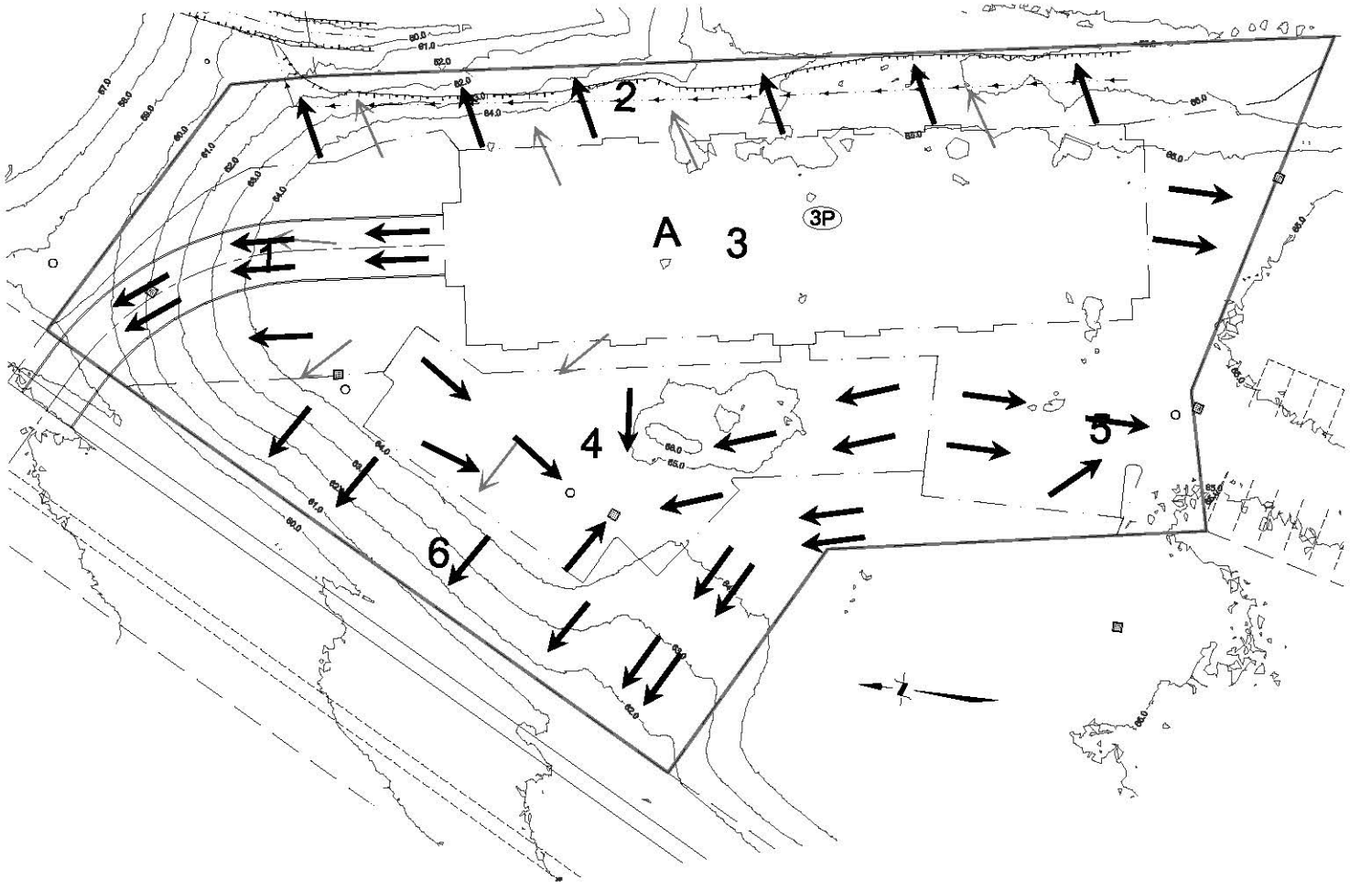
Site Plan

Sheet C2 of 6

Issue: Issued for Review
Date of: 2021-04-29

Rev # 2

2021August16PublicHrg48ChapelRdFINAL_080



Stormwater Management Notes

Storm water modeled using Hydrocad V10.00 software, using the USDA Natural Resources Conservation Service Method (formally SCS).

1. Work completed in accordance with the City of Saint John Storm Drainage Design Criteria Manual, March 7, 2018 version.
2. 2 and 24hr Chicago storm distribution used.
   - 100 year storm (24hr) - total rainfall: 191mm
   - 5 year storm (24hr) - total rainfall: 115mm
3. IA/S Ratio = 0.2
4. Antecedent Moisture Condition = 2 (average (normal) conditions)
5. Pre-development catchment drainage boundaries match post-development boundaries.

Flow to Rooftop Pond (3P)

Area label	Area (m²)	CN	Tc(min)	1:5 yr (m³/s)	1:100 yr(m³/s)
3	1429	98	5	0.0317	0.0626
3P- Flow to Rooftop Pond				0.0028	0.0056

Flow to Chapel Pond (Total Post-Development)

Area label	Area (m²)	CN	Tc(min)	1:5 yr (m³/s)	1:100 yr(m³/s)
1	617	58	5.9	0.0037	0.0133
2	943	39	6.6	0.0001	0.0028
4	841	98	5.0	0.0187	0.0311
5	636	73	7.3	0.0091	0.0210
6	1103	56	7.4	0.0038	0.0156
Post-development flow to Chapel Road Pond (1+2+4+5+6+3P)				0.0350	0.0836

Flow to Chapel Road Pond (Total Pre-Development)

Area label	Area (m²)	CN	Tc(min)	1:5 yr (m³/s)	1:100 yr(m³/s)
A	5874	65	5	0.0450	0.1242
Pre-development flow to Chapel Road Pond				0.0450	0.1242

DON - MORE SURVEYS & ENGINEERING LTD.

REGISTERED PROFESSIONAL ENGINEER — Province of New Brunswick — M9990 — Andrew K. Toole — 2021-04-08 — Date

Notes:
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Legend
- Pre-Development Drainage area
- Post-Development Drainage area
- Pre-Development Flows
- Post-Development Flows
- Approx. 5 year flood limit
- Approx. 20 year flood limit
- Approx. 100 year flood limit
- Flow to Point: X 2
- Pre-Development Drainage area label: A
- Post-Development Drainage area label: 1

Revision:

No.	Date y/m/d	Description
1	2021-04-08	Issued for Review

Dwg: 19195ESP4

Dated: April 8, 2021

Designed by: A. Toole
Drawn by: A. Toole
Checked by: A. Toole

If this bar is not 25mm long, adjust your plotting scale

Scale: Horizontal 1:500 Vertical N/A

SCALE: 1:500 METRIC
10 8 6 4 2 0 10 20 30

Client:

Luke Moffett

Project:

Apartment Building
Chapel Road, Rothesay, NB

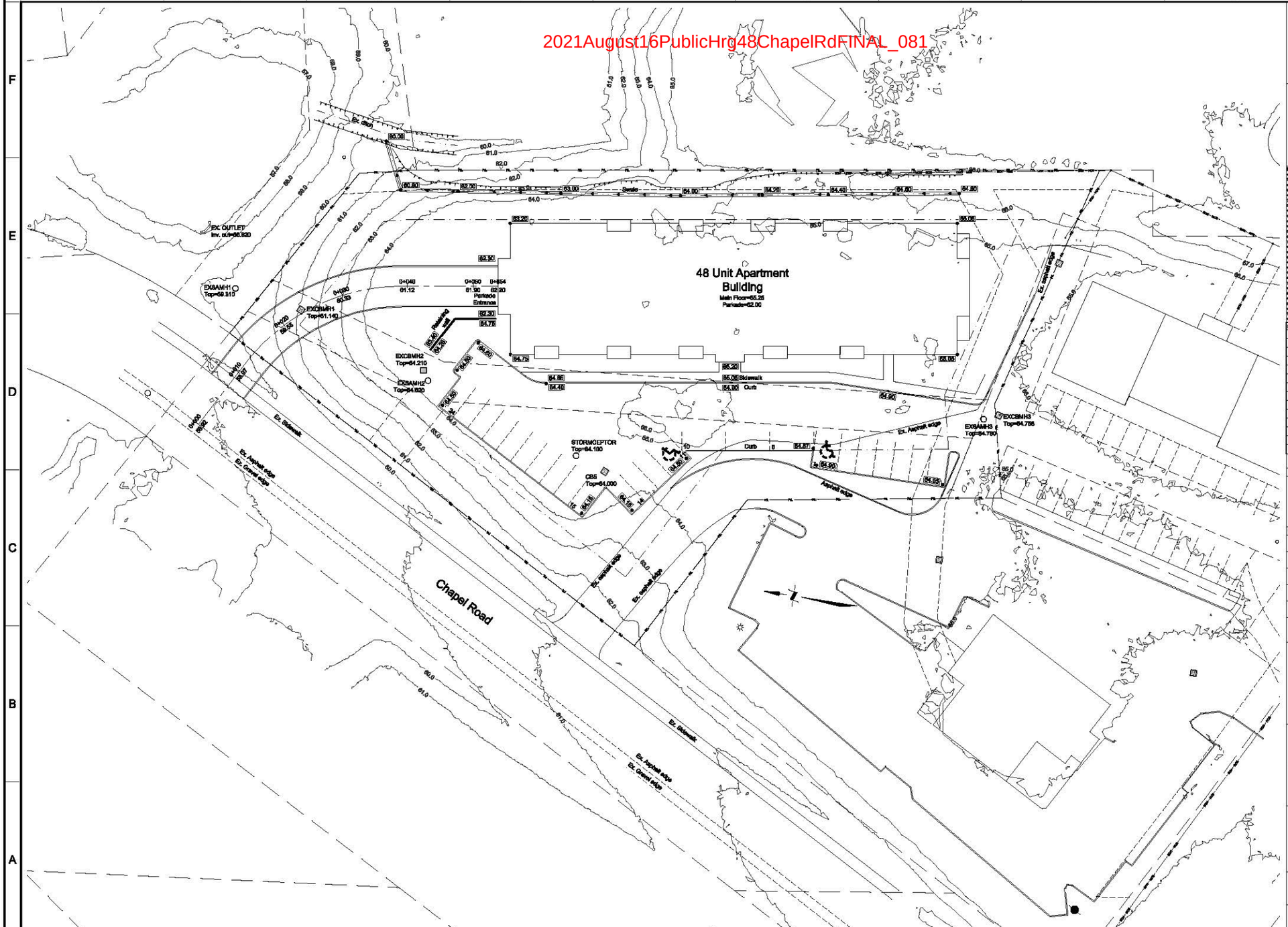
Title:

Stormwater Management Plan

Sheet C5 of 6

Issue: Issued for Review
Date of: 2021-04-08

Rev # 1



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SURVEYS & ENGINEERING LTD.

REGISTERED PROFESSIONAL ENGINEER
PROVINCE OF NEW BRUNSWICK
M9990
Andrew K. Toole
2021-04-06
Date

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LEGEND	PROPOSED	EXISTING
EDGE OF PAVEMENT		
LOT LINE		
WATERMAIN & GATE VALVE		
SANITARY PIPE & MANHOLE		
STORM PIPE & MANHOLE		
UTILITY LINES & POLE		
STREET BOUNDARY		SANITARY LATERAL
PROPERTY BOUNDARY		STORM LATERAL
EASEMENT		WATER LATERAL
CURB & GUTTER/DWAY CUT		CATCH BASIN LEAD
CATCH BASIN	ENDCAP	CULVERT
FIRE HYDRANT	LIGHT STANDARD	HEADWALL
STREET TREE	PHONE PEDESTAL	SIDEWALK
ROAD SIGN	VAULT BOX	FENCE

Revision:

No.	Date y/m/d	Description
1	2021-04-06	Issued for Review

Dwg: 19195ESP4
Dated: April 8, 2021
Designed by: A. Toole
Drawn by: A. Toole
Checked by: A. Toole
If this bar is not 25mm long, adjust your plotting scale
Scales: Horizontal 1:250 Vertical N/A
SCALE 1:250 METRIC
5 4 3 2 1 0 5 10 15

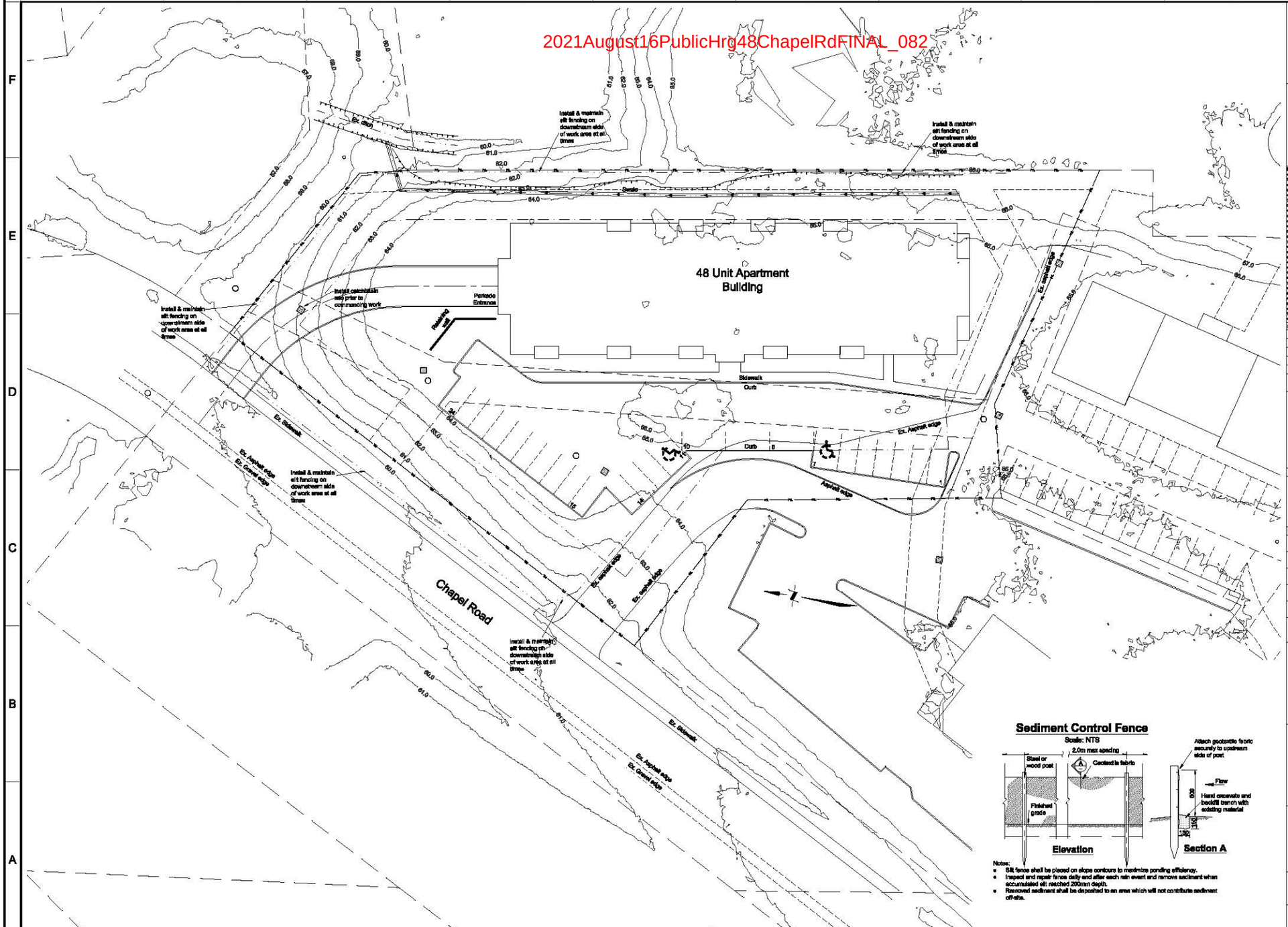
Client:
Luke Moffett

Project:
Apartment Building
Chapel Road, Rothesay, NB

Title:
Grading Plan

Sheet C3 of 6

Issue: Issued for Review
Date of: 2021-04-06
Rev # 1



DON-MORE SURVEYS & ENGINEERING LTD.

REGISTERED PROFESSIONAL ENGINEER
PROVINCE OF NEW BRUNSWICK
M9990
Andrew K. Toole
signature
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LEGEND

SILT FENCE	
CHECK DAM	
HEADWALL	
CULVERT	
SWALE / DITCH	
RUMBLE STRIP	

Revision:

No.	Date y/m/d	Description
1	2021-04-06	Issued for Review

Dwg: 19195ESP4

Dated: April 8, 2021

Designed by: A. Toole
Drawn by: A. Toole
Checked by: A. Toole

If this bar is not 25mm long, adjust your plotting scale

Scale: Horizontal 1:500 Vertical N/A

SCALE: 1:500 METRIC
10 8 6 4 2 0 10 20 30

Client:

Luke Moffett

Project:

Apartment Building
Chapel Road, Rothesay, NB

Title:

Erosion and Sedimentation Control Plan

Sheet C6 of 6

Issue: Issued for Review
Date of: 2021-04-06

Rev # 1

Englobe
englobecorp.com

CHAPEL ROAD APARTMENT
TRAFFIC IMPACT STATEMENT

Traffic Impact Study
Proj. No.2104646

May 5, 2021
Revision No.: 0

James Avery Grace

Prepared by:

Jill DeMerchant, P.Eng., M.Eng.
Transportation Engineer
Civil and Transportation Engineering

Reviewed by:

Ryan Esligar, P.Eng., M.Sc.E.
Team Leader - Transportation Engineering
Civil and Transportation Engineering

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TABLE OF CONTENTS

TABLES

FIGURES

APPENDICES

1 INTRODUCTION

1.1 PROJECT BACKGROUND

A new 4-storey residential development has been proposed along Chapel Road in the Town of Rothesay. The development will consist of 48 units as well as an underground parking garage and a surface parking lot. The proposed development site plan, which is included in **Appendix A**, shows 61 parking spaces, including 24 surface level spaces and 37 underground spaces. The plan also includes 2 barrier free spaces – 1 underground and 1 at surface level. The surface level parking lot will be accessible via two existing development accesses – one off Marr Road and one off Chapel Road – that provide access to two existing commercial development properties along Marr Road. A third access is also included in the site plan, which will be located north of the building and will provide access to the underground parking facility. Site photos of existing conditions are shown in **Figure 2**.

The proposed residential development requires rezoning of the property from General Commercial to Multi-Unit Residential. As part of the development approval and rezoning process, the Town of Rothesay requires that a Traffic Impact Statement (TIS) be completed for this development. The primary concerns are how the development will impact traffic at the intersection of Marr Road and Chapel Road and how the additional traffic generated by the development will impact traffic flows at the development accesses and within the existing parking facility. James Avery Grace retained Englobe Corp. to complete this TIS. The Study Area for this TIS includes the intersection of Marr Road and Chapel Road as well as the existing and proposed development accesses, as shown in **Figure 1.**

Figure 1 – Study Area

Figure 2 – Site Photos

Proposed Development Site, looking north from existing parking lot

Existing Chapel Road Access

Existing Marr Road Access

1.2 STUDY TASKS

The main objectives of this TIS were to estimate how much additional traffic the residential development would generate and determine what impact, if any, the development traffic would have on the existing commercial parking lot, its accesses and the intersection of Marr Road and Chapel Road. The following activities were undertaken as part of this TIS:

- Englobe staff visited the study area to review existing conditions;
- Traffic volumes were collected at the intersection of Marr Road and Chapel Road and at the two existing development accesses;
    - A 1.0 % annual growth rate was applied to these traffic volumes to estimate the future (2027) background traffic volumes for the Study Area. 2027 represents the 5-year horizon period beyond the anticipated full build-out of the development;
- Level of Service (LOS) analyses were completed for the existing traffic conditions;
- ITE Trip Generation rates were used to estimate the amount of traffic that will be generated by the new development. These were added to the background traffic volumes to estimate the 2027 total traffic volumes with the development in place;
- LOS analyses were completed for the 2027 future conditions with full build out of the development;
- A review of the existing development accesses and parking facility was completed to identify any potential areas of concern. Alternative parking lot and access scenarios were evaluated following feedback from discussions with the existing tenants of adjacent commercial properties;
- A review of pedestrian connectivity in the area of the proposed development was completed;
- A review of service vehicle access was completed to ensure proper circulation and traffic flows within the existing parking facility; and
- The methodology, findings, and recommendations of the TIS were documented in this written report.

1.3 HORIZON YEAR

A 5-year horizon period was utilized for the analysis. Should all approvals be granted it is expected that the proposed development will be fully operational in 2022, therefore 2027 was chosen as the future horizon year for the analysis.

2 INFORMATION GATHERING

2.1 STREET AND DEVELOPMENT CHARACTERISTICS

Chapel Road is a collector road with an AADT of approximately 1,500 vehicles/day. Chapel Road is oriented in the north-south direction. It features one lane in each direction and has a speed limit of 40 km/h. Within the Study Area, Chapel Road features a sidewalk along the east side of the street. A narrow gravel shoulder extends along the west side of the street.

Marr Road is a collector road with an AADT of approximately 7,000 vehicles/day. Marr Road is oriented in the east-west direction, has one lane in each direction and a speed limit of 50 km/h. Marr Road features unidirectional bike lanes along both sides of the street and a sidewalk along the north side of the street.

The intersection of **Marr Road and Chapel Road** is a stop-controlled intersection. Marr Road is free flowing and a stop sign is present at the north leg on Chapel Road. The south leg consists of a commercial development access. A crosswalk is present across the Chapel Road approach.

2.2 TRAFFIC DATA AND COVID ADJUSTMENTS

Traffic volumes were collected at the intersection of Marr Road and Chapel Road and at both existing development accesses on Monday, April 26th 2021. The traffic counts were completed during the morning and evening peak periods. The traffic count data are provided in **Appendix B**.

Since traffic patterns have decreased as a result of the current COVID-19 pandemic, the Study Team determined that the traffic count data collected as part of this study should be adjusted to better represent typical traffic volumes under normal conditions. Adjustment factors that were developed by the Study Team as part of a January 2021 study were used. This study compared traffic data that were collected in 2016 at two locations in Fredericton, NB to traffic volumes that were collected during the COVID-19 pandemic. The average AM and PM peak hour adjustment factors were calculated for the two Fredericton locations and applied to the traffic volume data in this study. The adjustment factors that were used in this study are shown in **Table 1**.

Table 1 – COVID-19 Adjustment Factors

Study	Date	AM Peak	PM Peak
Fredericton, NB	January, 2021	1.26	1.20
Fredericton, NB	January, 2021	1.36	1.25
Applied to This Study	**April, 2021**	**1.31**	**1.22**

The adjustment factors were applied to the peak hour volumes at the intersection. The adjusted 2021 AM and PM background traffic volume estimates are shown in **Figure 3**.

Figure 3 – 2021 Background Peak Hour Volumes

3 EXISTING LEVEL OF SERVICE

A Level of Service (LOS) analysis was completed for the existing and future (2027) traffic conditions at the intersection of Marr Road and Chapel Road and at the two existing development accesses. The findings are discussed in this section.

3.1 LEVEL OF SERVICE CRITERIA

The LOS analyses were completed with Synchro 10, which is a traffic analysis software that uses the Highway Capacity Manual and Intersection Capacity Utilization procedures.

The intersection performance was evaluated mainly in terms of the level of service (LOS), which is a common performance measure of an intersection. LOS is determined based on vehicle delay and is expressed on a scale of A through F, where LOS A represents very short delay (<10 seconds per vehicle) and LOS F represents very long delay (>50 seconds per vehicle at a stop controlled intersection and >80 seconds per vehicle at a signalized intersection). A LOS D is often considered acceptable in urban locations; however, some communities will accept a LOS E. The LOS criteria for both signalized and stop control intersections are shown in Table 2.

Table 2 – Intersection Level of Service Criteria

LOS	LOS Description	Control Delay (seconds per vehicle)	
		Signalized Intersections	Stop Controlled Intersections
A	Very low delay; most vehicles do not stop (Excellent)	less than 10.0	less than 10.0
B	Higher delay; more vehicles stop (Very Good)	between 10.0 and 20.0	between 10.0 and 15.0
C	Higher level of congestion; number of vehicles stopping is significant, although many still pass through intersection without stopping (Good)	between 20.0 and 35.0	between 15.0 and 25.0
D	Congestion becomes noticeable; vehicles must sometimes wait through more than one red light; many vehicles stop (Satisfactory)	between 35.0 and 55.0	between 25.0 and 35.0
E	Vehicles must often wait through more than one red light; considered by many agencies to be the limit of acceptable delay	between 55.0 and 80.0	between 35.0 and 50.0
F	This level is considered to be unacceptable to most drivers; occurs when arrival flow rates exceed the capacity of the intersection (Unacceptable)	greater than 80.0	greater than 50.0

3.2 EXISTING LOS ANALYSIS

A LOS analysis was completed for the existing traffic conditions at the intersection of Marr Road and Chapel Road and at the two existing development accesses on Marr Road and Chapel Road. The LOS results are summarized as follows:

- The Marr Road / Chapel Road intersection and both existing development accesses operate efficiently at an overall LOS A during both peak periods.
- At the Marr Road / Chapel Road intersection, the southbound approach operates at LOS E and F with a v/c ratios of 0.50 and 0.58 during the AM and PM peak periods, respectively.
- At the Marr Road development access, the southbound approach operates at a LOS D with a v/c ratio of 0.11 during the PM peak.
- All other movements operate efficiently at a LOS C or better during both peak periods.

The LOS results indicate that the southbound approach at the Marr Road / Chapel Road intersection experiences delay during both peak periods; however, the approach is well below capacity. The southbound approach at the Marr Road development access also experiences some delay but is also well below capacity.

The LOS results, including average delay, volume to capacity (v/c) ratios, and the 95th percentile queue lengths for the existing conditions are summarized in **Table 3**. Detailed Synchro analysis outputs are included in **Appendix C**.

3.3 FUTURE BACKGROUND LOS ANALYSIS

A LOS analysis was completed for the future 2027 background traffic volumes at the intersection of Marr Road and Chapel Road and at the two existing development accesses on Marr Road and Chapel Road. The peak hour traffic volumes for the 2027 horizon year were estimated by applying an annual growth rate of 1.0 % to the 2021 background traffic volumes.

The future background LOS results indicate that the delay for the southbound approach at the Marr Road/Chapel Road intersection will increase by 10 – 20 seconds per vehicle as a result of the background traffic growth; however, both movements will remain well below capacity and all intersections wills continue to operate efficiently overall.

The LOS results, including average delay, volume to capacity (v/c) ratios, and the 95th percentile queue lengths for the future background conditions are summarized in **Table 4**. Detailed Synchro analysis outputs are included in **Appendix C**.

The study team completed a traffic signal warrant for the intersection of Marr Road and Chapel Road for the future 2027 background condition. A score of 100 points or more would typically warrant traffic signals. A warrant score of 32 points was achieved for the intersection, therefore traffic signals would not be warranted in the future condition. The signal warrant worksheet is provided in **Appendix D**.

Table 3 – 2021 Existing LOS Results

Intersection			Overall LOS, Delay (sec/veh)	Turning Movement LOS Average Delay (seconds per vehicle) [Volume to Capacity Ratio (v/c)] 95th Percentile Queue (m)											
				Eastbound			Westbound			Northbound			Southbound		
East-West Street @ North-South Street	Traffic Control	Time Period		L	T	R	L	T	R	L	T	R	L	T	R
Marr Road @ Chapel Road	STOP	AM Peak	LOS A 3.8	Shared	A 0.4 [0.02] <1	Shared	Shared	A 0.2 [0.01] <1	Shared	Shared	B 11.9 [0.01] <1	Shared	Shared	E 35.0 [0.50] 20	Shared
		PM Peak	LOS A 4.0	Shared	A 0.5 [0.02] <1	Shared	Shared	A 0.2 [0.01] <1	Shared	Shared	C 24.8 [0.11] 3	Shared	Shared	F 52.5 [0.56] 23	Shared
Marr Road @ Existing Access	STOP	AM Peak	LOS A 0.2	Shared	A 0.3 [0.01] <1	-	-	A 0.0 [0.29] <1	Shared	-	-	-	A 0.0 [0.00] 0	-	A 0.0 [0.00] 0
		PM Peak	LOS A 0.4	Shared	A 0.1 [0.00] <1	-	-	A 0.0 [0.47] <1	Shared	-	-	-	D 26.0 [0.11] 3	-	D 26.0 [0.11] 3
Existing Access @ Chapel Road	STOP	AM Peak	LOS A 0.5	-	-	-	A 8.7 [0.01] <1	-	A 8.7 [0.01] <1	-	A 0.0 [0.03] <1	Shared	Shared	A 0.3 [0.00] <1	-
		PM Peak	LOS A 0.3	-	-	-	A 9.1 [0.01] <1	-	A 9.1 [0.01] <1	-	A 0.0 [0.08] <1	Shared	Shared	A 0.1 [0.00] <1	-

Table 4 – 2027 Background LOS Results

Intersection			Overall LOS, Delay (sec/veh)	Turning Movement LOS Average Delay (seconds per vehicle) [Volume to Capacity Ratio (v/c)] 95th Percentile Queue (m)											
				Eastbound			Westbound			Northbound			Southbound		
East-West Street @ North-South Street	Traffic Control	Time Period		L	T	R	L	T	R	L	T	R	L	T	R
Marr Road @ Chapel Road	STOP	AM Peak	LOS A 4.9	Shared	A 0.5 [0.02] <1	Shared	Shared	A 0.2 [0.01] <1	Shared	Shared	B 12.3 [0.01] <1	Shared	Shared	E 45.9 [0.60] 27	Shared
		PM Peak	LOS A 5.5	Shared	A 0.6 [0.02] <1	Shared	Shared	A 0.3 [0.01] <1	Shared	Shared	D 28.2 [0.13] 4	Shared	Shared	F 75.0 [0.69] 31	Shared
Marr Road @ Existing Access	STOP	AM Peak	LOS A 0.2	Shared	A 0.4 [0.01] <1	-	-	A 0.0 [0.31] <1	Shared	-	-	-	A 0.0 [0.00] 0	-	A 0.0 [0.00] 0
		PM Peak	LOS A 0.5	Shared	A 0.1 [0.00] <1	-	-	A 0.0 [0.50] <1	Shared	-	-	-	D 29.4 [0.13] 4	-	D 29.4 [0.13] 4
Existing Access @ Chapel Road	STOP	AM Peak	LOS A 0.5	-	-	-	A 8.8 [0.01] <1	-	A 8.8 [0.01] <1	-	A 0.0 [0.04] <1	Shared	Shared	A 0.3 [0.00] <1	-
		PM Peak	LOS A 0.4	-	-	-	A 9.1 [0.01] <1	-	A 9.1 [0.01] <1	-	A 0.0 [0.09] <1	Shared	Shared	A 0.1 [0.00] <1	-

4 DEVELOPMENT TRAFFIC GENERATION

4.1 TRAFFIC GENERATION AND ASSIGNMENT

Trip generation rates for the proposed development were estimated using the ITE TripGen Web-based App, which is based on the 10th Edition of the Institute of Transportation Engineer's (ITE) *Trip Generation Manual*. The Developer provided information regarding the size and type of development that is planned. The building will consist of 4 stories with a total of 48 dwelling units.

ITE Land Use #221 (Multifamily Housing – Mid-Rise) was used to generate trips for the development. The resulting vehicle trip generation is shown in **Table 5**. It was assumed that all of these trips would be made by motor vehicle as that would represent a conservative approach in estimating traffic generation.

Table 5 - Traffic Generation for the Proposed Development

Development	Size	AM Peak Hour			PM Peak Hour			Daily Total
		In	Out	Total	In	Out	Total	
Multifamily Housing - Mid-Rise (ITE Land Use #221)	48 Dwelling Units	4	13	17	13	8	21	261

The development traffic was assigned to the accesses. Based on the configuration of the parking facilities, it was assumed that 75% of the generated trips would be assigned to the underground parking access, while 25% of the trips would be assigned to the surface level parking facility accesses. This is because most residents will use the underground parking facility, while the surface level parking lot will mostly be used as overflow parking for residents and their guests. The generated traffic was assigned to each access based on the existing traffic volume distributions at the Marr Road / Chapel Road intersection. The traffic assignments are shown in **Figure 4**.

The peak hour traffic volumes for the 2027 horizon year were estimated by applying an annual growth rate of 1.0 % to the 2021 background traffic volumes and adding the traffic generated by the development. The 2027 traffic volumes with the development in place are shown in **Figure 5**.

Figure 4 – Development Traffic Assignments

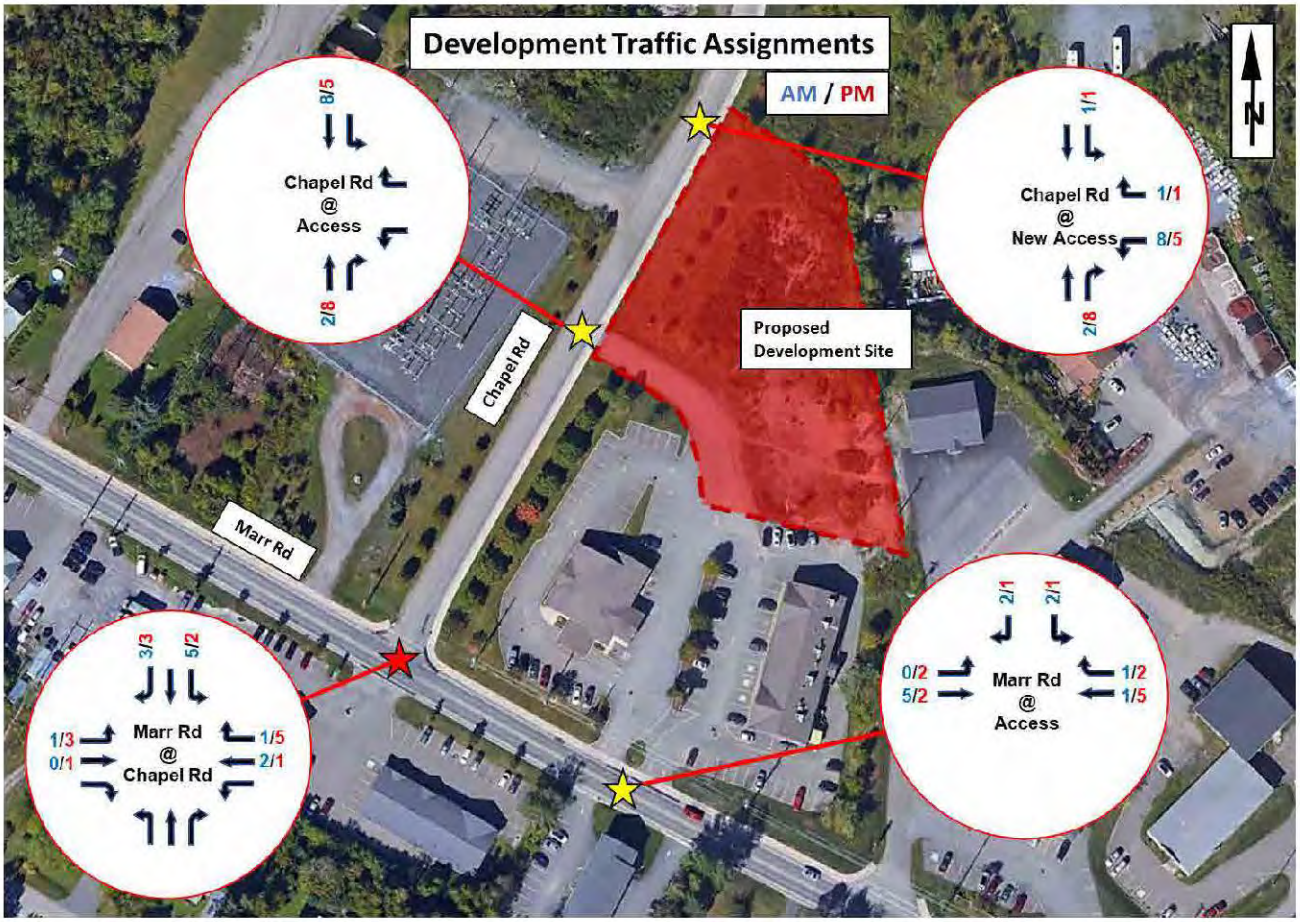
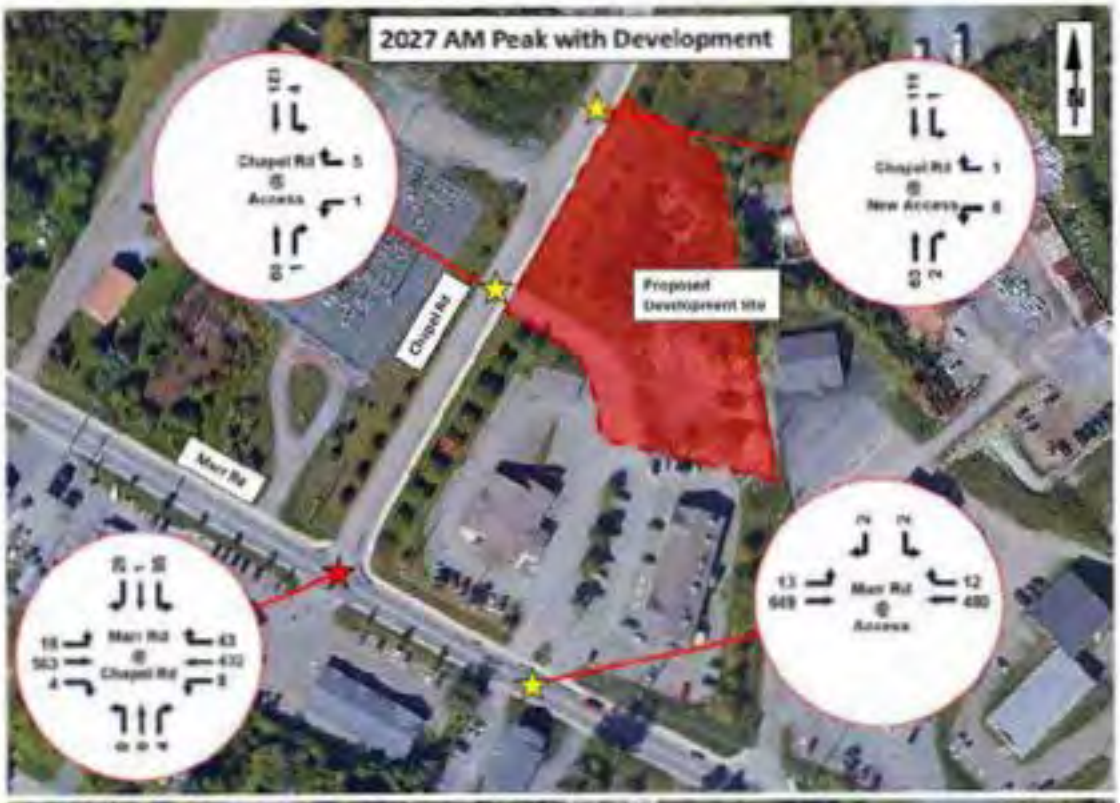


Figure 5 – 2027 Peak Hour Traffic Volumes with Development in Place



4.2 EFFECT OF REZONING

The proposed development property is currently zoned for General Commercial use; however, the developer is proposing that it be rezoned to Multi-Unit Residential. According to the *Rothesay Zoning By-Law No. 02-10*, the General Commercial Zone applies to larger commercial operations that require an emphasis on automobile access. Examples of permitted land uses include, but are not limited to, restaurants, retail stores, hotels, gasoline retailing, etc. These types of properties typically generate a large number of vehicle trips, particularly in comparison to residential properties. **Table 6** summarizes examples of daily vehicle trips that were generated as part of various studies completed by the Study Team for a variety of General Commercial land use properties and sizes.

Table 6 – General Commercial Zone Land Use Trip Generation Examples

Location	Land use	Size	Daily Trips Generated
Moncton, NB	Gas Station	8 Fuelling Pumps	1,474
Moncton, NB	Coffee Shop with Drive Thru	167 m^2	1,348
Pennfield, NB	Gas Station	6 Fuelling Pumps	1,011
Pennfield, NB	Coffee Shop with Drive Thru	186 m^2	2,851
Moncton, NB	Restaurant	558 m^2	763
Moncton, NB	Restaurant	465 m^2	636
Moncton, NB	Fast Food Restaurant	335 m^2	1,786
Moncton, NB	Convenience Store / Gas Bar	10 Fuelling Pumps	1,686
Moncton, NB	Hotel	120 Rooms	980

The commercial property trip generation examples above are much greater than the trips that are expected to be generated at the proposed residential development, as detailed in **Section 4.1. The proposed residential development is expected to generate approximately 261 vehicle trips daily. This represents roughly 10% - 40% of the daily traffic volumes generated by the commercial developments listed above. If the proposed development property were to remain zoned for General Commercial and be developed, it would be expected that the trips generated by the commercial development would far exceed the number of trips expected for the proposed residential development.**

5 LOS ANALYSIS WITH DEVELOPMENT

A Level of Service (LOS) analysis was completed for the 2027 traffic conditions with the proposed residential development in place. The analysis included the intersection of Marr Road and Chapel Road, the existing development accesses on Marr Road and Chapel Road, and at the proposed development access on Chapel Road. The LOS results are summarized as follows:

- In 2027, the Marr Road / Chapel Road intersection, both existing development accesses and the proposed development access would operate efficiently at overall LOS A during both peak periods.
- At the Marr Road / Chapel Road intersection, the southbound approach would operate at LOS E and F with v/c ratios of 0.65 and 0.74 during the AM and PM peak periods, respectively. All other movements at Marr Road / Chapel Road would operate efficiently with a LOS D or better during both peak periods.
- In 2027, the southbound approach at the Marr Road access would operate at a LOS D with a v/c ratio of 0.15 during the PM peak. All other movements at the access will operate efficiently with a LOS C or better during both peak periods.
- At the existing and proposed Chapel Road accesses, all individual turning movements are expected to operate at a LOS A.

The LOS results indicate that, in 2027 with the additional development traffic, the delays at the southbound approaches at the Marr Road / Chapel Road intersection are expected to increase slightly (4 – 8 seconds more than in the background conditions); however, these movements will remain below capacity. This is not uncommon at stop control intersections where the traffic volumes on the major street are much higher than the volumes on the minor street. The overall intersection delay and LOS are expected to remain acceptable up to 5 years beyond the anticipated full build-out. The development accesses on Chapel Road (existing and proposed) are expected to operate efficiently with minimal delay.

The LOS results, including average delay, volume to capacity (v/c) ratios, and the 95th percentile queue lengths for the 2027 traffic conditions with the development in place are summarized in Table 7. Detailed Synchro analysis outputs are included in Appendix C.

Table 7 – 2028 LOS with Development

Intersection			Overall LOS, Delay (sec/veh)	Turning Movement LOS Average Delay (seconds per vehicle) [Volume to Capacity Ratio (v/c)] 95th Percentile Queue (m)											
				Eastbound			Westbound			Northbound			Southbound		
East-West Street @ North-South Street	Traffic Control	Time Period		L	T	R	L	T	R	L	T	R	L	T	R
Marr Road @ Chapel Road	STOP	AM Peak	LOS A 5.6	Shared	A 0.5 [0.02] <1	Shared	Shared	A 0.3 [0.01] <1	Shared	Shared	B 12.3 [0.01] <1	Shared	Shared	E 49.7 [0.65] 31	Shared
		PM Peak	LOS A 6.3	Shared	A 0.7 [0.03] <1	Shared	Shared	A 0.3 [0.01] <1	Shared	Shared	D 29.7 [0.15] 4	Shared	Shared	F 83.2 [0.74] 35	Shared
Marr Road @ Existing Access	STOP	AM Peak	LOS A 0.3	Shared	A 0.4 [0.01] <1	-	-	A 0.0 [0.31] <1	Shared	-	-	-	C 17.8 [0.01] <1	-	C 17.8 [0.01] <1
		PM Peak	LOS A 0.6	Shared	A 0.2 [0.01] <1	-	-	A 0.0 [0.51] <1	Shared	-	-	-	D 30.0 [0.15] 4	-	D 30.0 [0.15] 4
Existing Access @ Chapel Road	STOP	AM Peak	LOS A 0.4	-	-	-	A 8.8 [0.01] <1	-	A 8.8 [0.01] <1	-	A 0.0 [0.04] <1	Shared	Shared	A 0.2 [0.00] <1	-
		PM Peak	LOS A 0.3	-	-	-	A 9.2 [0.01] <1	-	A 9.2 [0.01] <1	-	A 0.0 [0.09] <1	Shared	Shared	A 0.1 [0.00] <1	-

Intersection			Overall LOS, Delay (sec/veh)	Turning Movement LOS Average Delay (seconds per vehicle) [Volume to Capacity Ratio (v/c)] 95th Percentile Queue (m)											
				Eastbound			Westbound			Northbound			Southbound		
East-West Street @ North-South Street	Traffic Control	Time Period		L	T	R	L	T	R	L	T	R	L	T	R
New Access @ Chapel Road	STOP	AM Peak	LOS A 0.5	-	-	-	A 9.5 [0.01] <1	-	A 9.5 [0.01] <1	-	A 0.0 [0.04] <1	Shared	Shared	A 0.1 [0.00] <1	-
		PM Peak	LOS A 0.2	-	-	-	A 9.8 [0.01] <1	-	A 9.8 [0.01] <1	-	A 0.0 [0.10] <1	Shared	Shared	A 0.1 [0.00] <1	-

6 ADDITIONAL CONSIDERATIONS

6.1 EXISTING PARKING LOT CIRCULATION

The two existing development accesses are currently being used to access a parking lot that is shared between two commercial developments. The parking lot encompasses three parcels of land, the two commercial development properties and the proposed development property, and is subject to a Reciprocal Access Agreement between the owners of the three properties. The agreement states that vehicles requiring access to each property are entitled to use the parking lot and its accesses to do so. The agreement also references the internal circulation within the parking lot, which is complex and is defined by pavement markings and signage throughout the lot. **Figure 6** shows how the proposed development traffic would circulate through the existing parking lot. The red arrows represent how vehicles entering the development would circulate and the yellow arrows represent how vehicles exiting the development would circulate.

Figure 6 –Development Traffic Circulation in Existing Lot

There have been some questions regarding the implications of allowing the additional traffic generated by the development to circulate through the existing parking lot and whether this will have a negative impact on the facility and its accesses. The existing Chapel Road access is located on the proposed development property and, therefore, the option is available to separate the existing parking lot from the proposed surface parking lot. This would limit the Chapel Road access to the proposed residential

development while all traffic travelling to the existing commercial developments would have to use the Marr Road access. In this situation all traffic that is currently passing through the Chapel Road access to the existing commercial developments would be switched over to the Marr Road access. **Table 8** outlines the peak hour traffic volumes that would be expected in 2027 at each access with and without separation of the existing and proposed parking facilities.

Table 8 – Peak Hour Traffic Volumes at Each Access With and Without Parking Lot Separation

Scenario	Marr Road Access		Chapel Road Access	
	AM Peak	PM Peak	AM Peak	PM Peak
Maintain Circulation Between Lots	29	62	11	11
Separate Existing Lot and Proposed Lot	35	67	5	6

The peak hour traffic volumes summarized above show that if the parking lots were separated the traffic volumes at the Marr Road access would actually increase. This is because the volume of traffic that currently uses the Chapel Road access to access the commercial developments outweighs the volume of traffic that would use the Marr Road access to access the proposed residential development. In order to optimize the circulation of traffic within the parking lots and to minimize impacts on the Marr Road access, it is recommended that internal circulation between the parking lots be maintained.

6.2 PEDESTRIAN ACCESS

The Study Team completed a review of the existing pedestrian infrastructure near the proposed development. Chapel Road currently features a monolithic concrete sidewalk along the east side of the street that connects to the pedestrian facilities along Marr Road. As per the proposed development site plan, a sidewalk is planned for the space between the surface parking lot and the apartment building to accommodate pedestrian traffic between the parking lot and apartment building. To improve pedestrian connectivity, a connection between the existing sidewalk on Chapel Road and the sidewalk along the building should be considered. This could be achieved by extending a sidewalk or pedestrian pathway along the edge of the existing driveway off Chapel Road or by adding a path that would extend west from the north edge of the surface parking lot to the existing sidewalk on Chapel Road.

6.3 COMMERCIAL VEHICLE ACCESS

Commercial vehicle access will be dependent on vehicle type. Delivery, moving and similar types of service vehicles will be able to access the building using the surface level parking lot accesses. A turn-around area is provided in front of the building at the north end of the parking lot so that vehicles can turn around and exit back onto Chapel Road. Garbage truck access will be depend on the location of the garbage receptacle. If a dumpster is used, it will be located in the southeast corner of the development property and will be accessible by travelling around the eastern-most commercial development and back through the parking lot. If smaller receptacles are selected, these would be located inside the underground parking facility and will be accessible via the northern access on Chapel Road.

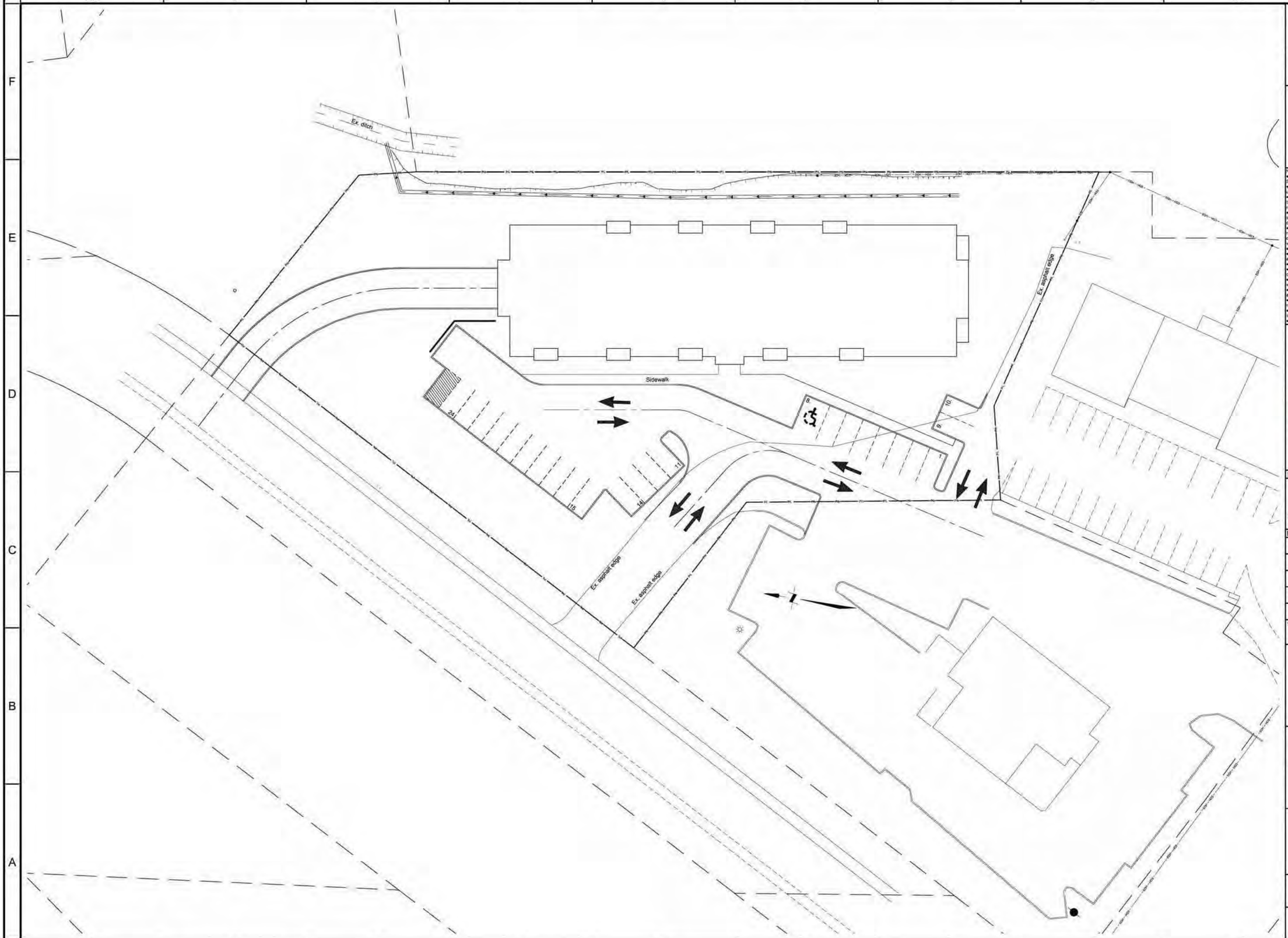
7 CONCLUSIONS AND RECOMMENDATIONS

The key findings and recommendations of this Traffic Impact Statement are summarized as follows:

1. The proposed development, which would be located near the corner of Marr Road and Chapel Road, is a 4-storey apartment complex consisting of 48 dwelling units. The proposed development plan shows 61 parking spaces, including 23 regular and 1 barrier-free surface level parking spaces and 36 regular and 1 barrier-free underground parking spaces. The surface level parking facility would be accessible via two existing accesses on Marr Road and Chapel Road and the underground parking facility would be accessible via a new access off of Chapel Road.
2. The LOS results for the 2021 existing scenario at the intersection of Marr Road and Chapel Road and at the two existing accesses showed that, although the intersection of Marr Road and Chapel Road currently operates efficiently overall, the southbound approach on Chapel Road experiences some delay.
3. It is expected that the proposed development will generate 17 vehicle trips during the AM Peak hour (4 entering/13 exiting) and 21 vehicle trips during the PM Peak hour (13 entering/8 exiting) and a total of 261 trips daily. Based on the proposed site plan, 75% of these trips are expected to be generated at the new access, while 25% of these trips are expected to be generated at the existing accesses.
4. The proposed development requires that the property be rezoned to Multi-Unit Residential from General Commercial. By rezoning the property, development traffic volumes are expected to be significantly less than they would be if the property were developed under its currently designated land use.
5. The LOS results for the 2027 horizon period with the development in place indicate that delays at the southbound approach of the Chapel Road / Marr Road intersection will increase slightly (4 – 8 seconds per vehicle); however the approach will remain below capacity and the intersection will continue to perform efficiently overall. Traffic signals are not warranted at the intersection in the 2027 horizon period.
6. The proposed surface parking lot will be connected to an existing parking lot that is shared between two commercial properties. There has been some concern that traffic generated by the proposed residential development will cause congestion within the existing parking lot and at the accesses and there has been some debate as to whether the parking lots should be separated. However, a review of traffic volumes indicated that if the parking lots and accesses were separated, the traffic volumes at the Marr Road access would actually increase, while the traffic volumes at the Chapel Road access would be expected to decrease. Maintaining the connection between both parking lots will help balance the traffic between the accesses and it is recommended that the existing circulation within the existing parking facility be maintained.

7. Based on a review of the existing pedestrian facilities near the development property, it is recommended that a sidewalk connection be provided between the apartment building and the Chapel Road sidewalk.
8. Commercial vehicles will be able to access the development via the proposed accesses. Delivery, moving and other service vehicles will be able to access the development from the front of the building and garbage trucks will either access the development at the southeast corner of the building or from within the underground parking facility.

Appendix A: Development Site Plans



DON - MORE
SURVEYS & ENGINEERING LTD.

REGISTERED PROFESSIONAL ENGINEER
Province of New Brunswick
M5990
Andrew K. Toole
Signature
2021-04-29
Date
Province du Nouveau-Brunswick
INGÉNIEUR / MAÎTRE(ESSE)

Notes:
- All work to be performed in accordance with the Town of Rothesay General Specifications, Latest Revision.
- All elevations are geodetic based on Service New Brunswick Active Control Utilizing geoid model CGVD2013.
- The approximate location of known infrastructure is shown on the plans based on the best available information at this time. However, the consultant accepts no responsibility for the accuracy or completeness of this information.
- Contractor to confirm horizontal location and vertical elevation of all existing services prior to commencing work. Contractor to immediately report any discrepancies to the engineer.
- It is the responsibility of the contractor to become familiar with and understand the nature and extent of the work to be executed, the nature of the soil, surface water drainage, the general form of the surface of the ground, and generally of all matters which can in any way influence the construction of this project.
- All required permits must be obtained in advance of construction.
- All applicable City by-laws, Provincial and Federal statutes and regulations must be adhered to.
- Contractor may not substitute any materials unless approved by the engineer.
- Contractor to notify the Town of Rothesay regarding construction schedule prior to commencing construction.
- Contractor shall be responsible for traffic control and safety measures during the work.
- The contractor shall check and verify all dimensions and utility locations and report all errors and omissions prior to commencing work.
- All municipal infrastructure, public utilities, natural gas mains, and other infrastructure must be located in the field prior to the start of excavation.
- Contractor to ensure proper erosion and sedimentation control methods are used to control site runoff during construction.
- All required permits must be obtained in advance of construction.

- New Building Areas
- New Asphalt Areas
- New Concrete Areas
- New Gravel Areas
- New Grass Areas
- New Wooded Areas

Revision:

No.	Date y/m/d	Description
2	2021-04-29	Revised Parking
1	2021-04-06	Issued for Review

Dwg: 19195ESP4
Dated: April 6, 2021

Designed by: A. Toole
Drawn by: A. Toole
Checked by: A. Toole

If this bar is not 25mm long, adjust your plotting scale

Scale: Horizontal 1:250 Vertical N/A

SCALE: 1:250 METRIC
5 4 3 2 1 0 5 10 15

Client:

Luke Moffett

Project:

Apartment Building
Chapel Road, Rothesay, NB

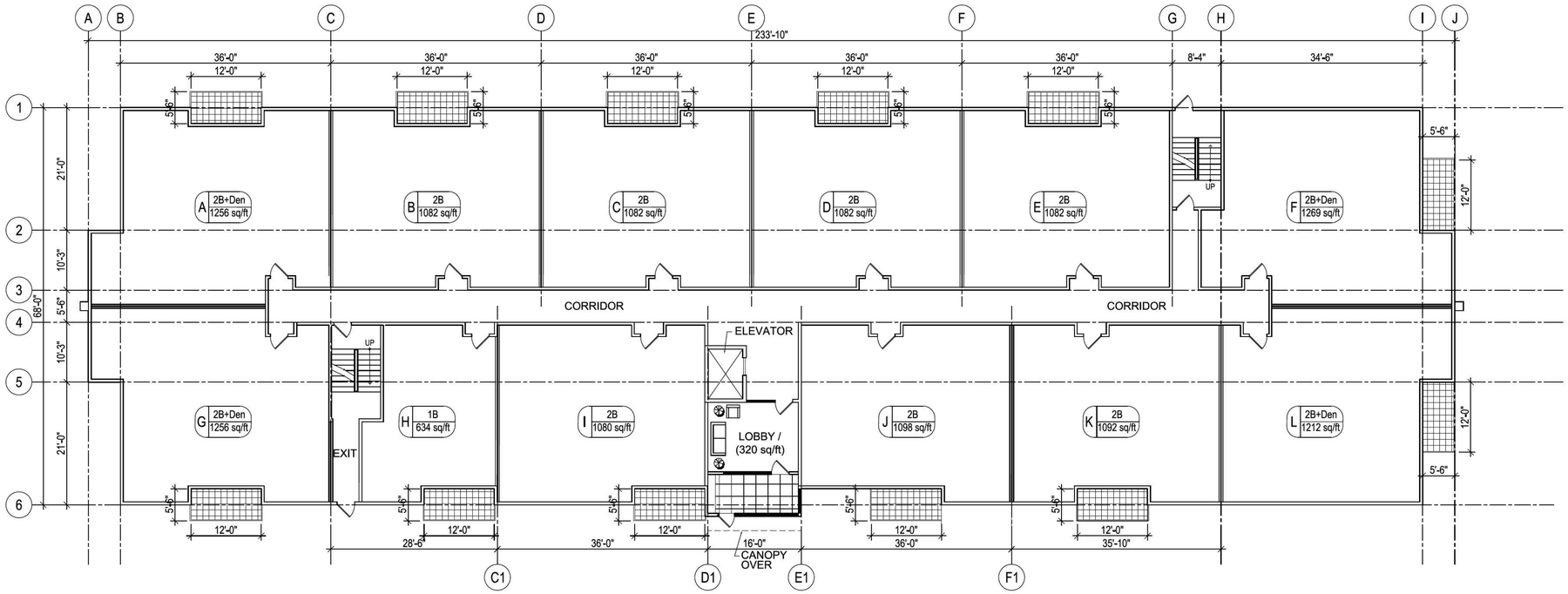
Title:

Site Plan

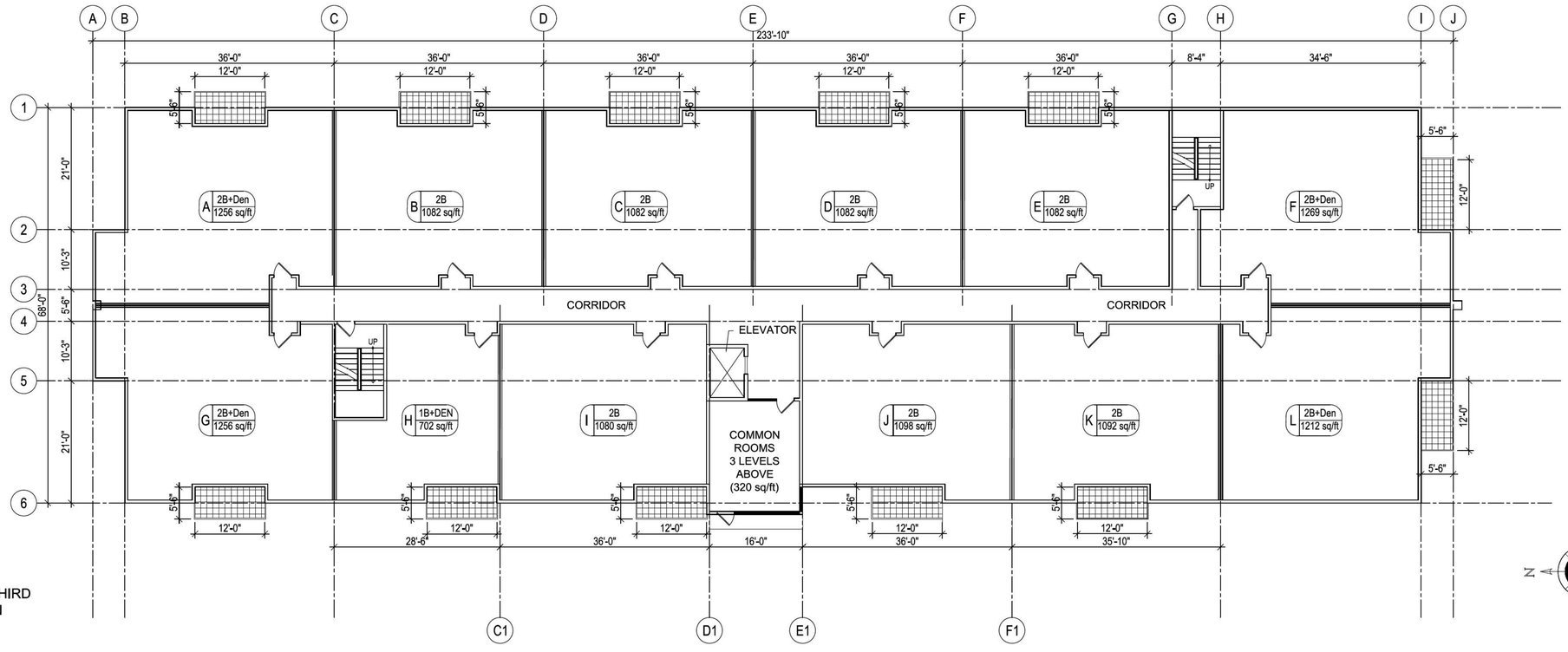
Sheet C2 of 6

Issue: Issued for Review
Date of: 2021-04-29

Rev # 2



1/A1 PROPOSED FIRST FLOOR PLAN
SCALE: $\frac{3}{32}$" = 1'



2/A1 PROPOSED SECOND, THIRD & FOURTH FLOOR PLAN
SCALE: $\frac{3}{32}$" = 1'

NO.	DATE	REVISION DESCRIPTION
1.	09 APR 2021	ISSUED FOR REVIEW

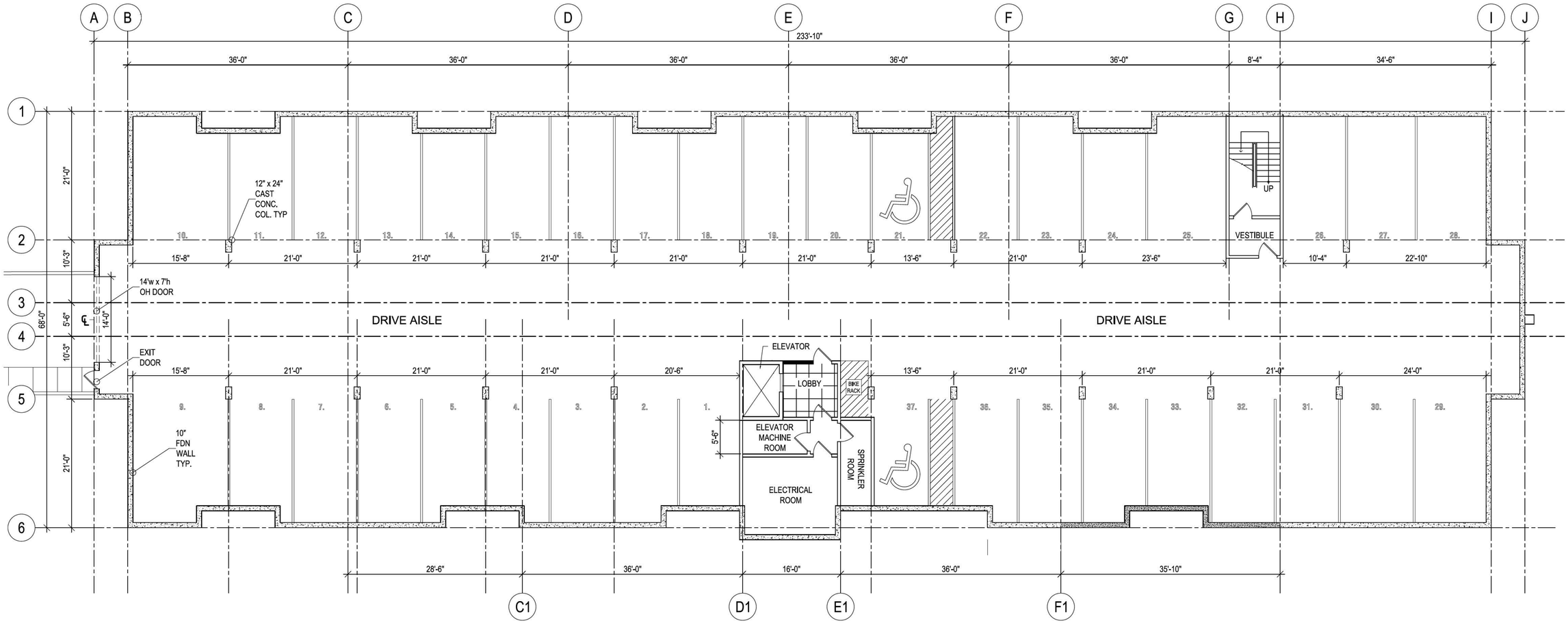
PRELIMINARY NOT FOR CONSTRUCTION

COMEAU MACKENZIE ARCHITECTURE
183 CHARLOTTE STREET, SAINT JOHN, NB E2L 0C7
TEL: (506) 657-1611 mackarch@nbnet.nb.ca

PROJECT NAME:
CHAPEL ROAD
48 UNIT APARTMENT
ROTHESAY, NB

PROPOSED FLOOR PLAN

DRAWN BY:	JM	CHECKED BY:	
SCALE:	AS SHOWN	DATE:	APR. 2021
PROJECT #	221364	DWG #	A1



1 / P1 PROPOSED PARKADE LEVEL
SCALE: 1/8" = 1'

NO.	DATE	REVISION DESCRIPTION
1.	09 APR 2021	ISSUED FOR REVIEW

PRELIMINARY NOT FOR CONSTRUCTION

COMEAU MACKENZIE ARCHITECTURE
163 CHARLOTTE STREET, SAINT JOHN, NB E2L 0C7
TEL: (506) 657-1611 mackarch@nbnet.nb.ca

PROJECT NAME:

CHAPEL ROAD
48 UNIT APARTMENT

ROTHESAY, NB

PROPOSED FLOOR PLAN

DRAWN BY:	JM	CHECKED BY:	
SCALE:	AS SHOWN	DATE:	APR, 2021
PROJECT #	221364	DWG #	P1

Appendix B: Traffic Count Data

Traffic Count Summary
AM and PM Peak Hours

Marr @ Chapel

AM Peak Hour 07:30 - 08:30

PM Peak Hour 16:15 - 17:15

	Marr Road @ Development Access				
	In		Out		Access Hourly
	EBL	WBR	SBL	SBR	
7:30	0	2	0	1	
7:45	0	3	0	2	
8:00	2	2	0	0	
8:15	3	1	0	0	16
8:30	1	4	0	0	18
8:45	2	2	0	0	17
4:00	1	7	3	2	
4:15	2	8	5	2	
4:30	0	5	2	1	
4:45	0	3	1	1	43
5:00	2	4	1	2	39
5:15	1	2	3	3	31
5:30	2	3	1	2	31
5:45	1	1	3	5	36

AM Peak	8	9	0	0
PM Peak	3	23	11	6

	Chapel Rd @ Development Access				
	In		Out		Access Hourly Total
	SBL	NBR	WBL	WBR	
7:30	0	0	0	0	
7:45	1	0	0	0	
8:00	0	0	0	2	
8:15	0	0	1	2	6
8:30	2	1	0	0	9
8:45	0	1	0	0	9
4:00	0	0	1	2	
4:15	0	1	0	2	
4:30	0	0	0	1	
4:45	1	0	0	1	9
5:00	0	0	0	1	7
5:15	0	0	0	1	5
5:30	0	0	0	0	4
5:45	0	2	1	1	6

AM Peak	3	1	1	4
PM Peak	1	1	1	6

Appendix C: Level of Service Reports

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		✣			✣			✣			✣	
Traffic Volume (veh/h)	16	525	4	7	401	39	0	0	4	84	1	24
Future Volume (Veh/h)	16	525	4	7	401	39	0	0	4	84	1	24
Sign Control		Free			Free			Stop			Stop	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Hourly flow rate (vph)	17	559	4	7	427	41	0	0	4	89	1	26
Pedestrians												
Lane Width (m)												
Walking Speed (m/s)												
Percent Blockage												
Right turn flare (veh)												
Median type		None			None							
Median storage veh)												
Upstream signal (m)												
pX, platoon unblocked												
vC, conflicting volume	468			563			1083	1077	561	1060	1058	448
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	468			563			1083	1077	561	1060	1058	448
tC, single (s)	4.1			4.1			7.1	6.5	6.2	7.1	6.5	6.2
tC, 2 stage (s)												
tF (s)	2.2			2.2			3.5	4.0	3.3	3.5	4.0	3.3
p0 queue free %	98			99			100	100	99	55	100	96
cM capacity (veh/h)	1094			1008			183	214	527	197	220	611

Direction, Lane #	EB 1	WB 1	NB 1	SB 1
Volume Total	580	475	4	116
Volume Left	17	7	0	89
Volume Right	4	41	4	26
cSH	1094	1008	527	232
Volume to Capacity	0.02	0.01	0.01	0.50
Queue Length 95th (m)	0.4	0.2	0.2	20.4
Control Delay (s)	0.4	0.2	11.9	35.0
Lane LOS	A	A	B	E
Approach Delay (s)	0.4	0.2	11.9	35.0
Approach LOS			B	E

Intersection Summary			
Average Delay	3.8		
Intersection Capacity Utilization	56.3%	ICU Level of Service	B
Analysis Period (min)	15		

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (veh/h)	12	601	447	10	0	0
Future Volume (Veh/h)	12	601	447	10	0	0
Sign Control		Free	Free		Stop	
Grade		0%	0%		0%	
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94
Hourly flow rate (vph)	13	639	476	11	0	0
Pedestrians						
Lane Width (m)						
Walking Speed (m/s)						
Percent Blockage						
Right turn flare (veh)						
Median type		None	None			
Median storage veh)						
Upstream signal (m)						
pX, platoon unblocked						
vC, conflicting volume	487				1146	482
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	487				1146	482
tC, single (s)	4.1				6.4	6.2
tC, 2 stage (s)						
tF (s)	2.2				3.5	3.3
p0 queue free %	99				100	100
cM capacity (veh/h)	1076				218	585

Direction, Lane #	EB 1	WB 1	SB 1
Volume Total	652	487	0
Volume Left	13	0	0
Volume Right	0	11	0
cSH	1076	1700	1700
Volume to Capacity	0.01	0.29	0.00
Queue Length 95th (m)	0.3	0.0	0.0
Control Delay (s)	0.3	0.0	0.0
Lane LOS	A		A
Approach Delay (s)	0.3	0.0	0.0
Approach LOS			A

Intersection Summary			
Average Delay	0.2		
Intersection Capacity Utilization	44.6%	ICU Level of Service	A
Analysis Period (min)	15		

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	1	5	54	1	4	107
Future Volume (Veh/h)	1	5	54	1	4	107
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94
Hourly flow rate (vph)	1	5	57	1	4	114
Pedestrians						
Lane Width (m)						
Walking Speed (m/s)						
Percent Blockage						
Right turn flare (veh)						
Median type			None			None
Median storage veh)						
Upstream signal (m)						
pX, platoon unblocked						
vC, conflicting volume	180	58			58	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	180	58			58	
tC, single (s)	6.4	6.2			4.1	
tC, 2 stage (s)						
tF (s)	3.5	3.3			2.2	
p0 queue free %	100	100			100	
cM capacity (veh/h)	808	1009			1546	

Direction, Lane #	WB 1	NB 1	SB 1
Volume Total	6	58	118
Volume Left	1	0	4
Volume Right	5	1	0
cSH	969	1700	1546
Volume to Capacity	0.01	0.03	0.00
Queue Length 95th (m)	0.1	0.0	0.1
Control Delay (s)	8.7	0.0	0.3
Lane LOS	A		A
Approach Delay (s)	8.7	0.0	0.3
Approach LOS	A		

Intersection Summary			
Average Delay		0.5	
Intersection Capacity Utilization		18.9%	ICU Level of Service A
Analysis Period (min)		15	

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Volume (veh/h)	16	516	7	9	612	117	10	0	11	62	0	24
Future Volume (Veh/h)	16	516	7	9	612	117	10	0	11	62	0	24
Sign Control		Free			Free			Stop			Stop	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Hourly flow rate (vph)	17	543	7	9	644	123	11	0	12	65	0	25
Pedestrians												
Lane Width (m)												
Walking Speed (m/s)												
Percent Blockage												
Right turn flare (veh)												
Median type		None			None							
Median storage veh)												
Upstream signal (m)												
pX, platoon unblocked												
vC, conflicting volume	767			550			1329	1366	546	1316	1308	706
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	767			550			1329	1366	546	1316	1308	706
tC, single (s)	4.1			4.1			7.1	6.5	6.2	7.1	6.5	6.2
tC, 2 stage (s)												
tF (s)	2.2			2.2			3.5	4.0	3.3	3.5	4.0	3.3
p0 queue free %	98			99			91	100	98	50	100	94
cM capacity (veh/h)	851			1025			122	144	539	129	156	438

Direction, Lane #	EB 1	WB 1	NB 1	SB 1
Volume Total	567	776	23	90
Volume Left	17	9	11	65
Volume Right	7	123	12	25
cSH	851	1025	205	161
Volume to Capacity	0.02	0.01	0.11	0.56
Queue Length 95th (m)	0.5	0.2	3.0	23.0
Control Delay (s)	0.5	0.2	24.8	52.5
Lane LOS	A	A	C	F
Approach Delay (s)	0.5	0.2	24.8	52.5
Approach LOS			C	F

Intersection Summary			
Average Delay	4.0		
Intersection Capacity Utilization	57.4%	ICU Level of Service	B
Analysis Period (min)	15		

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (veh/h)	4	586	731	28	13	7
Future Volume (Veh/h)	4	586	731	28	13	7
Sign Control		Free	Free		Stop	
Grade		0%	0%		0%	
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95
Hourly flow rate (vph)	4	617	769	29	14	7
Pedestrians						
Lane Width (m)						
Walking Speed (m/s)						
Percent Blockage						
Right turn flare (veh)						
Median type		None	None			
Median storage veh)						
Upstream signal (m)						
pX, platoon unblocked						
vC, conflicting volume	798				1408	784
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	798				1408	784
tC, single (s)	4.1				6.4	6.2
tC, 2 stage (s)						
tF (s)	2.2				3.5	3.3
p0 queue free %	100				91	98
cM capacity (veh/h)	829				153	395

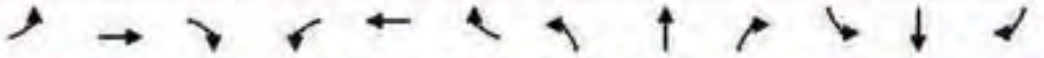
Direction, Lane #	EB 1	WB 1	SB 1
Volume Total	621	798	21
Volume Left	4	0	14
Volume Right	0	29	7
cSH	829	1700	192
Volume to Capacity	0.00	0.47	0.11
Queue Length 95th (m)	0.1	0.0	2.9
Control Delay (s)	0.1	0.0	26.0
Lane LOS	A		D
Approach Delay (s)	0.1	0.0	26.0
Approach LOS			D

Intersection Summary			
Average Delay	0.4		
Intersection Capacity Utilization	50.2%	ICU Level of Service	A
Analysis Period (min)	15		

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	1	7	132	1	1	85
Future Volume (Veh/h)	1	7	132	1	1	85
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95
Hourly flow rate (vph)	1	7	139	1	1	89
Pedestrians						
Lane Width (m)						
Walking Speed (m/s)						
Percent Blockage						
Right turn flare (veh)						
Median type			None			None
Median storage veh)						
Upstream signal (m)						
pX, platoon unblocked						
vC, conflicting volume	230	140			140	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	230	140			140	
tC, single (s)	6.4	6.2			4.1	
tC, 2 stage (s)						
tF (s)	3.5	3.3			2.2	
p0 queue free %	100	99			100	
cM capacity (veh/h)	759	911			1449	

Direction, Lane #	WB 1	NB 1	SB 1
Volume Total	8	140	90
Volume Left	1	0	1
Volume Right	7	1	0
cSH	889	1700	1449
Volume to Capacity	0.01	0.08	0.00
Queue Length 95th (m)	0.2	0.0	0.0
Control Delay (s)	9.1	0.0	0.1
Lane LOS	A		A
Approach Delay (s)	9.1	0.0	0.1
Approach LOS	A		

Intersection Summary			
Average Delay	0.3		
Intersection Capacity Utilization	17.0%	ICU Level of Service	A
Analysis Period (min)	15		



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Volume (veh/h)	16	525	4	7	401	39	0	0	4	84	1	24
Future Volume (Veh/h)	16	525	4	7	401	39	0	0	4	84	1	24
Sign Control		Free			Free			Stop			Stop	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Hourly flow rate (vph)	18	598	5	8	456	44	0	0	5	96	1	27
Pedestrians												
Lane Width (m)												
Walking Speed (m/s)												
Percent Blockage												
Right turn flare (veh)												
Median type		None			None							
Median storage veh)												
Upstream signal (m)												
pX, platoon unblocked												
vC, conflicting volume	500			603			1158	1152	600	1136	1133	478
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	500			603			1158	1152	600	1136	1133	478
tC, single (s)	4.1			4.1			7.1	6.5	6.2	7.1	6.5	6.2
tC, 2 stage (s)												
tF (s)	2.2			2.2			3.5	4.0	3.3	3.5	4.0	3.3
p0 queue free %	98			99			100	100	99	45	99	95
cM capacity (veh/h)	1064			975			161	193	501	174	198	587

Direction, Lane #	EB 1	WB 1	NB 1	SB 1
Volume Total	621	508	5	124
Volume Left	18	8	0	96
Volume Right	5	44	5	27
cSH	1064	975	501	206
Volume to Capacity	0.02	0.01	0.01	0.60
Queue Length 95th (m)	0.4	0.2	0.2	27.3
Control Delay (s)	0.5	0.2	12.3	45.9
Lane LOS	A	A	B	E
Approach Delay (s)	0.5	0.2	12.3	45.9
Approach LOS			B	E

Intersection Summary			
Average Delay	4.9		
Intersection Capacity Utilization	59.3%	ICU Level of Service	B
Analysis Period (min)	15		

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (veh/h)	12	601	447	10	0	0
Future Volume (Veh/h)	12	601	447	10	0	0
Sign Control		Free	Free		Stop	
Grade		0%	0%		0%	
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94
Hourly flow rate (vph)	14	684	509	11	0	0
Pedestrians						
Lane Width (m)						
Walking Speed (m/s)						
Percent Blockage						
Right turn flare (veh)						
Median type		None	None			
Median storage veh)						
Upstream signal (m)						
pX, platoon unblocked						
vC, conflicting volume	520				1226	514
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	520				1226	514
tC, single (s)	4.1				6.4	6.2
tC, 2 stage (s)						
tF (s)	2.2				3.5	3.3
p0 queue free %	99				100	100
cM capacity (veh/h)	1046				194	560

Direction, Lane #	EB 1	WB 1	SB 1
Volume Total	698	520	0
Volume Left	14	0	0
Volume Right	0	11	0
cSH	1046	1700	1700
Volume to Capacity	0.01	0.31	0.00
Queue Length 95th (m)	0.3	0.0	0.0
Control Delay (s)	0.4	0.0	0.0
Lane LOS	A		A
Approach Delay (s)	0.4	0.0	0.0
Approach LOS			A

Intersection Summary			
Average Delay	0.2		
Intersection Capacity Utilization	47.5%	ICU Level of Service	A
Analysis Period (min)	15		

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	1	5	54	1	4	107
Future Volume (Veh/h)	1	5	54	1	4	107
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94
Hourly flow rate (vph)	1	6	61	1	5	122
Pedestrians						
Lane Width (m)						
Walking Speed (m/s)						
Percent Blockage						
Right turn flare (veh)						
Median type			None			None
Median storage veh)						
Upstream signal (m)						
pX, platoon unblocked						
vC, conflicting volume	194	62			62	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	194	62			62	
tC, single (s)	6.4	6.2			4.1	
tC, 2 stage (s)						
tF (s)	3.5	3.3			2.2	
p0 queue free %	100	99			100	
cM capacity (veh/h)	793	1004			1541	

Direction, Lane #	WB 1	NB 1	SB 1
Volume Total	7	62	127
Volume Left	1	0	5
Volume Right	6	1	0
cSH	967	1700	1541
Volume to Capacity	0.01	0.04	0.00
Queue Length 95th (m)	0.2	0.0	0.1
Control Delay (s)	8.8	0.0	0.3
Lane LOS	A		A
Approach Delay (s)	8.8	0.0	0.3
Approach LOS	A		

Intersection Summary			
Average Delay	0.5		
Intersection Capacity Utilization	19.5%	ICU Level of Service	A
Analysis Period (min)	15		

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		✣			✣			✣			✣	
Traffic Volume (veh/h)	16	516	7	9	612	117	10	0	11	62	0	24
Future Volume (Veh/h)	16	516	7	9	612	117	10	0	11	62	0	24
Sign Control		Free			Free			Stop			Stop	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Hourly flow rate (vph)	18	581	8	10	689	132	11	0	12	70	0	27
Pedestrians												
Lane Width (m)												
Walking Speed (m/s)												
Percent Blockage												
Right turn flare (veh)												
Median type		None			None							
Median storage veh)												
Upstream signal (m)												
pX, platoon unblocked												
vC, conflicting volume	821			589			1423	1462	585	1408	1400	755
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	821			589			1423	1462	585	1408	1400	755
tC, single (s)	4.1			4.1			7.1	6.5	6.2	7.1	6.5	6.2
tC, 2 stage (s)												
tF (s)	2.2			2.2			3.5	4.0	3.3	3.5	4.0	3.3
p0 queue free %	98			99			89	100	98	37	100	93
cM capacity (veh/h)	813			991			104	125	513	111	136	410

Direction, Lane #	EB 1	WB 1	NB 1	SB 1
Volume Total	607	831	23	97
Volume Left	18	10	11	70
Volume Right	8	132	12	27
cSH	813	991	178	140
Volume to Capacity	0.02	0.01	0.13	0.69
Queue Length 95th (m)	0.5	0.2	3.5	31.4
Control Delay (s)	0.6	0.3	28.2	75.0
Lane LOS	A	A	D	F
Approach Delay (s)	0.6	0.3	28.2	75.0
Approach LOS			D	F

Intersection Summary				
Average Delay	5.5			
Intersection Capacity Utilization	60.9%	ICU Level of Service		B
Analysis Period (min)	15			

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (veh/h)	4	586	731	28	13	7
Future Volume (Veh/h)	4	586	731	28	13	7
Sign Control		Free	Free		Stop	
Grade		0%	0%		0%	
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95
Hourly flow rate (vph)	5	660	823	32	15	8
Pedestrians						
Lane Width (m)						
Walking Speed (m/s)						
Percent Blockage						
Right turn flare (veh)						
Median type		None	None			
Median storage veh)						
Upstream signal (m)						
pX, platoon unblocked						
vC, conflicting volume	855				1509	839
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	855				1509	839
tC, single (s)	4.1				6.4	6.2
tC, 2 stage (s)						
tF (s)	2.2				3.5	3.3
p0 queue free %	99				89	98
cM capacity (veh/h)	789				133	367

Direction, Lane #	EB 1	WB 1	SB 1
Volume Total	665	855	23
Volume Left	5	0	15
Volume Right	0	32	8
cSH	789	1700	170
Volume to Capacity	0.01	0.50	0.13
Queue Length 95th (m)	0.2	0.0	3.7
Control Delay (s)	0.2	0.0	29.4
Lane LOS	A		D
Approach Delay (s)	0.2	0.0	29.4
Approach LOS			D

Intersection Summary			
Average Delay	0.5		
Intersection Capacity Utilization	53.0%	ICU Level of Service	A
Analysis Period (min)	15		

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	1	7	132	1	1	85
Future Volume (Veh/h)	1	7	132	1	1	85
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95
Hourly flow rate (vph)	1	8	149	1	1	96
Pedestrians						
Lane Width (m)						
Walking Speed (m/s)						
Percent Blockage						
Right turn flare (veh)						
Median type			None			None
Median storage veh)						
Upstream signal (m)						
pX, platoon unblocked						
vC, conflicting volume	248	150			150	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	248	150			150	
tC, single (s)	6.4	6.2			4.1	
tC, 2 stage (s)						
tF (s)	3.5	3.3			2.2	
p0 queue free %	100	99			100	
cM capacity (veh/h)	743	900			1437	

Direction, Lane #	WB 1	NB 1	SB 1
Volume Total	9	150	97
Volume Left	1	0	1
Volume Right	8	1	0
cSH	879	1700	1437
Volume to Capacity	0.01	0.09	0.00
Queue Length 95th (m)	0.2	0.0	0.0
Control Delay (s)	9.1	0.0	0.1
Lane LOS	A		A
Approach Delay (s)	9.1	0.0	0.1
Approach LOS	A		

Intersection Summary			
Average Delay	0.4		
Intersection Capacity Utilization	17.5%	ICU Level of Service	A
Analysis Period (min)	15		

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		✣			✣			✣			✣	
Traffic Volume (veh/h)	18	563	4	8	432	43	0	0	4	95	1	29
Future Volume (Veh/h)	18	563	4	8	432	43	0	0	4	95	1	29
Sign Control		Free			Free			Stop			Stop	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Hourly flow rate (vph)	19	599	4	9	460	46	0	0	4	101	1	31
Pedestrians												
Lane Width (m)												
Walking Speed (m/s)												
Percent Blockage												
Right turn flare (veh)												
Median type		None			None							
Median storage veh)												
Upstream signal (m)												
pX, platoon unblocked												
vC, conflicting volume	506			603			1172	1163	601	1144	1142	483
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	506			603			1172	1163	601	1144	1142	483
tC, single (s)	4.1			4.1			7.1	6.5	6.2	7.1	6.5	6.2
tC, 2 stage (s)												
tF (s)	2.2			2.2			3.5	4.0	3.3	3.5	4.0	3.3
p0 queue free %	98			99			100	100	99	41	99	95
cM capacity (veh/h)	1059			975			156	189	500	172	195	584

Direction, Lane #	EB 1	WB 1	NB 1	SB 1
Volume Total	622	515	4	133
Volume Left	19	9	0	101
Volume Right	4	46	4	31
cSH	1059	975	500	206
Volume to Capacity	0.02	0.01	0.01	0.65
Queue Length 95th (m)	0.4	0.2	0.2	30.8
Control Delay (s)	0.5	0.3	12.3	49.7
Lane LOS	A	A	B	E
Approach Delay (s)	0.5	0.3	12.3	49.7
Approach LOS			B	E

Intersection Summary			
Average Delay	5.6		
Intersection Capacity Utilization	60.1%	ICU Level of Service	B
Analysis Period (min)	15		

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (veh/h)	13	649	480	12	2	2
Future Volume (Veh/h)	13	649	480	12	2	2
Sign Control		Free	Free		Stop	
Grade		0%	0%		0%	
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94
Hourly flow rate (vph)	14	690	511	13	2	2
Pedestrians						
Lane Width (m)						
Walking Speed (m/s)						
Percent Blockage						
Right turn flare (veh)						
Median type		None	None			
Median storage veh)						
Upstream signal (m)						
pX, platoon unblocked						
vC, conflicting volume	524				1236	518
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	524				1236	518
tC, single (s)	4.1				6.4	6.2
tC, 2 stage (s)						
tF (s)	2.2				3.5	3.3
p0 queue free %	99				99	100
cM capacity (veh/h)	1043				192	558

Direction, Lane #	EB 1	WB 1	SB 1
Volume Total	704	524	4
Volume Left	14	0	2
Volume Right	0	13	2
cSH	1043	1700	286
Volume to Capacity	0.01	0.31	0.01
Queue Length 95th (m)	0.3	0.0	0.3
Control Delay (s)	0.4	0.0	17.8
Lane LOS	A		C
Approach Delay (s)	0.4	0.0	17.8
Approach LOS			C

Intersection Summary			
Average Delay	0.3		
Intersection Capacity Utilization	54.6%	ICU Level of Service	A
Analysis Period (min)	15		

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	1	5	60	1	4	123
Future Volume (Veh/h)	1	5	60	1	4	123
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94
Hourly flow rate (vph)	1	5	64	1	4	131
Pedestrians						
Lane Width (m)						
Walking Speed (m/s)						
Percent Blockage						
Right turn flare (veh)						
Median type			None			None
Median storage veh)						
Upstream signal (m)						
pX, platoon unblocked						
vC, conflicting volume	204	64			65	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	204	64			65	
tC, single (s)	6.4	6.2			4.1	
tC, 2 stage (s)						
tF (s)	3.5	3.3			2.2	
p0 queue free %	100	99			100	
cM capacity (veh/h)	783	1000			1537	

Direction, Lane #	WB 1	NB 1	SB 1
Volume Total	6	65	135
Volume Left	1	0	4
Volume Right	5	1	0
cSH	956	1700	1537
Volume to Capacity	0.01	0.04	0.00
Queue Length 95th (m)	0.2	0.0	0.1
Control Delay (s)	8.8	0.0	0.2
Lane LOS	A		A
Approach Delay (s)	8.8	0.0	0.2
Approach LOS	A		

Intersection Summary			
Average Delay	0.4		
Intersection Capacity Utilization	19.7%	ICU Level of Service	A
Analysis Period (min)	15		

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	8	1	63	2	1	119
Future Volume (Veh/h)	8	1	63	2	1	119
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94
Hourly flow rate (vph)	9	1	67	2	1	127
Pedestrians						
Lane Width (m)						
Walking Speed (m/s)						
Percent Blockage						
Right turn flare (veh)						
Median type			None			None
Median storage veh)						
Upstream signal (m)						
pX, platoon unblocked						
vC, conflicting volume	197	68			69	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	197	68			69	
tC, single (s)	6.4	6.2			4.1	
tC, 2 stage (s)						
tF (s)	3.5	3.3			2.2	
p0 queue free %	99	100			100	
cM capacity (veh/h)	791	995			1532	

Direction, Lane #	WB 1	NB 1	SB 1
Volume Total	10	69	128
Volume Left	9	0	1
Volume Right	1	2	0
cSH	808	1700	1532
Volume to Capacity	0.01	0.04	0.00
Queue Length 95th (m)	0.3	0.0	0.0
Control Delay (s)	9.5	0.0	0.1
Lane LOS	A		A
Approach Delay (s)	9.5	0.0	0.1
Approach LOS	A		

Intersection Summary			
Average Delay	0.5		
Intersection Capacity Utilization	17.1%	ICU Level of Service	A
Analysis Period (min)	15		

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		✣			✣			✣			✣	
Traffic Volume (veh/h)	20	555	8	10	657	130	11	0	12	68	0	29
Future Volume (Veh/h)	20	555	8	10	657	130	11	0	12	68	0	29
Sign Control		Free			Free			Stop			Stop	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Hourly flow rate (vph)	21	584	8	11	692	137	12	0	13	72	0	31
Pedestrians												
Lane Width (m)												
Walking Speed (m/s)												
Percent Blockage												
Right turn flare (veh)												
Median type		None			None							
Median storage veh)												
Upstream signal (m)												
pX, platoon unblocked												
vC, conflicting volume	829			592			1444	1481	588	1426	1416	760
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	829			592			1444	1481	588	1426	1416	760
tC, single (s)	4.1			4.1			7.1	6.5	6.2	7.1	6.5	6.2
tC, 2 stage (s)												
tF (s)	2.2			2.2			3.5	4.0	3.3	3.5	4.0	3.3
p0 queue free %	97			99			88	100	97	33	100	92
cM capacity (veh/h)	807			989			99	121	511	108	133	407

Direction, Lane #	EB 1	WB 1	NB 1	SB 1
Volume Total	613	840	25	103
Volume Left	21	11	12	72
Volume Right	8	137	13	31
cSH	807	989	171	138
Volume to Capacity	0.03	0.01	0.15	0.74
Queue Length 95th (m)	0.6	0.3	4.0	35.1
Control Delay (s)	0.7	0.3	29.7	83.2
Lane LOS	A	A	D	F
Approach Delay (s)	0.7	0.3	29.7	83.2
Approach LOS			D	F

Intersection Summary				
Average Delay	6.3			
Intersection Capacity Utilization	61.5%	ICU Level of Service		B
Analysis Period (min)	15			

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (veh/h)	6	630	789	32	15	9
Future Volume (Veh/h)	6	630	789	32	15	9
Sign Control		Free	Free		Stop	
Grade		0%	0%		0%	
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95
Hourly flow rate (vph)	6	663	831	34	16	9
Pedestrians						
Lane Width (m)						
Walking Speed (m/s)						
Percent Blockage						
Right turn flare (veh)						
Median type		None	None			
Median storage veh)						
Upstream signal (m)						
pX, platoon unblocked						
vC, conflicting volume	865				1523	848
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	865				1523	848
tC, single (s)	4.1				6.4	6.2
tC, 2 stage (s)						
tF (s)	2.2				3.5	3.3
p0 queue free %	99				88	98
cM capacity (veh/h)	782				130	363

Direction, Lane #	EB 1	WB 1	SB 1
Volume Total	669	865	25
Volume Left	6	0	16
Volume Right	0	34	9
cSH	782	1700	169
Volume to Capacity	0.01	0.51	0.15
Queue Length 95th (m)	0.2	0.0	4.1
Control Delay (s)	0.2	0.0	30.0
Lane LOS	A		D
Approach Delay (s)	0.2	0.0	30.0
Approach LOS			D

Intersection Summary			
Average Delay	0.6		
Intersection Capacity Utilization	53.5%	ICU Level of Service	A
Analysis Period (min)	15		

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	1	8	150	1	1	96
Future Volume (Veh/h)	1	8	150	1	1	96
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95
Hourly flow rate (vph)	1	8	158	1	1	101
Pedestrians						
Lane Width (m)						
Walking Speed (m/s)						
Percent Blockage						
Right turn flare (veh)						
Median type			None			None
Median storage veh)						
Upstream signal (m)						
pX, platoon unblocked						
vC, conflicting volume	262	158			159	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	262	158			159	
tC, single (s)	6.4	6.2			4.1	
tC, 2 stage (s)						
tF (s)	3.5	3.3			2.2	
p0 queue free %	100	99			100	
cM capacity (veh/h)	729	889			1427	

Direction, Lane #	WB 1	NB 1	SB 1
Volume Total	9	159	102
Volume Left	1	0	1
Volume Right	8	1	0
cSH	868	1700	1427
Volume to Capacity	0.01	0.09	0.00
Queue Length 95th (m)	0.3	0.0	0.0
Control Delay (s)	9.2	0.0	0.1
Lane LOS	A		A
Approach Delay (s)	9.2	0.0	0.1
Approach LOS	A		

Intersection Summary			
Average Delay	0.3		
Intersection Capacity Utilization	18.0%	ICU Level of Service	A
Analysis Period (min)	15		

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	5	1	150	8	1	92
Future Volume (Veh/h)	5	1	150	8	1	92
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95
Hourly flow rate (vph)	5	1	158	8	1	97
Pedestrians						
Lane Width (m)						
Walking Speed (m/s)						
Percent Blockage						
Right turn flare (veh)						
Median type			None			None
Median storage veh)						
Upstream signal (m)						
pX, platoon unblocked						
vC, conflicting volume	261	162			166	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	261	162			166	
tC, single (s)	6.4	6.2			4.1	
tC, 2 stage (s)						
tF (s)	3.5	3.3			2.2	
p0 queue free %	99	100			100	
cM capacity (veh/h)	730	885			1418	

Direction, Lane #	WB 1	NB 1	SB 1
Volume Total	6	166	98
Volume Left	5	0	1
Volume Right	1	8	0
cSH	752	1700	1418
Volume to Capacity	0.01	0.10	0.00
Queue Length 95th (m)	0.2	0.0	0.0
Control Delay (s)	9.8	0.0	0.1
Lane LOS	A		A
Approach Delay (s)	9.8	0.0	0.1
Approach LOS	A		

Intersection Summary			
Average Delay	0.2		
Intersection Capacity Utilization	18.4%	ICU Level of Service	A
Analysis Period (min)	15		

Appendix D: Signal Warrant Worksheet

Town of Rothesay - Traffic Signal & Pedestrian Signal Head Warrant Analysis

Main Street (name):	Marr Road	Direction (EW or NS):	EW	Road Authority:	Town of Rothesay
Side Street (name):	Chapel Rd	Direction (EW or NS):	NS	City:	Rothesay
Quadrant / Int #:		Comments:	2027 without Development	Analysis Date:	2021 May 03, Mon
for Warrant Calculation Results, please hit 'Page Down'	CHECK SHEET			Count Date:	2021 April 26, Mon
				Date Entry Format:	(yyyy-mm-dd)

Lane Configuration		Excl LT	Th & LT	Through	Th/RT/LT	Th & RT	Excl RT	RT Channelized (y/n)	Upstream Signal (m)	# of Thru Lanes	LT Phase Type	RTOR Allowed (y/n)	Assumed Thru Peak
Marr Road	WB				1				300	1	perm	y	y
Marr Road	EB				1				850	1	perm	y	y
Chapel Rd	NB				1				1,000	1	perm	y	y
Chapel Rd	SB				1				1,000	1	perm	y	y

	Saturation Flow Rates (if not default) (vphpl)	Default Saturation Flow Rates (vphpl)
Left Turn		1,650
Through		1,800
Right Turn		1,200

Question	(y/n)
Are the Chapel Rd NB right turns significantly impeded by through movements? (y/n)	n
Are the Chapel Rd SB right turns significantly impeded by through movements? (y/n)	n
Are the Marr Road WB right turns significantly impeded by through movements? (y/n)	n
Are the Marr Road EB right turns significantly impeded by through movements? (y/n)	n

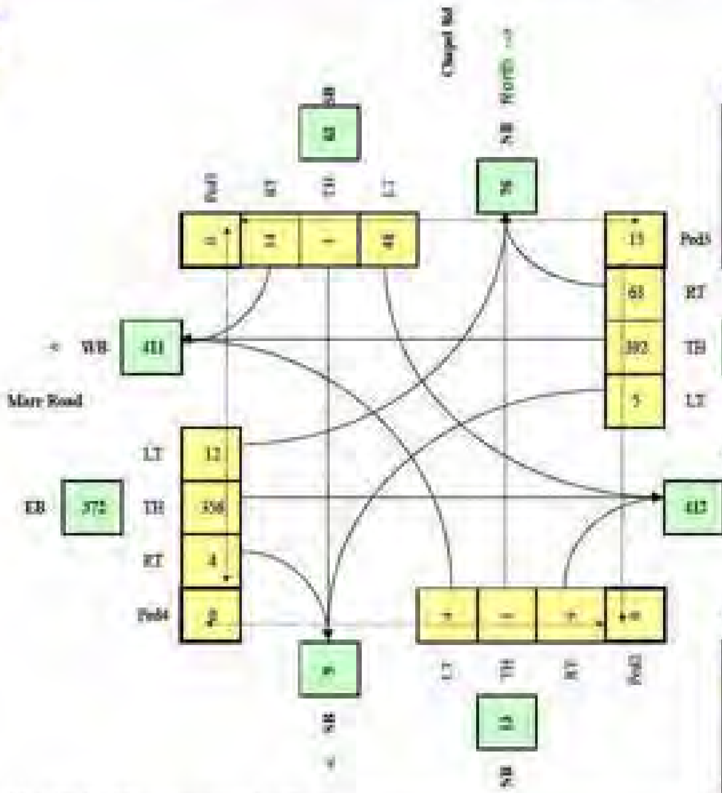
Demographics		
Elem. School/Mobility Challenged	(y/n)	n
Senior's Complex	(y/n)	n
Pathway to School	(y/n)	n
Metro Area Population	(#)	11,659
Central Business District	(y/n)	y

Other input		Speed (Km/h)	Truck %	Bus Rt (y/n)	Median (m)
Marr Road	EW	50	2.0%	n	0.0
Chapel Rd	NS	40	2.0%	n	0.0

Set Peak Hours

Traffic Input	NB LT	NB Th	NB RT	SB LT	SB Th	SB RT	WB LT	WB Th	WB RT	EB LT	EB Th	EB RT	Ped1 NS W Side	Ped2 NS E Side	Ped3 EW N Side	Ped4 EW S Side
7:00 - 8:00	0	6	3	89	1	10	5	170	32	11	400	2			11	
	1	1	7	39	1	14	6	283	78	8	280	4			15	
	8	0	17	38	0	12	4	357	60	10	300	4			15	
	8	0	12	41	0	12	2	388	72	11	330	3			19	
	9	0	15	54	0	16	9	370	84	14	429	6			13	
	3	2	4	44	2	11	3	310	84	12	385	3			15	
Total (6-hour peak)	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	2,136	[illegible]	0	0	[illegible]	0
Average (6-hour peak)	[illegible]	1	[illegible]	48	1	14	5	[illegible]	[illegible]	12	356	4	0	0	15	0
Actual Pedestrian Crossing Distance (m)																

Average 6-hour Peak Turning Movements



$W_{SIG} = [C_b(X_{v-c}) / K_1 + (F (X_{v-p}) L) / K_2] \times C_t$

W =	32	32	0
		Veh	*Ped*

Not Warranted - Vs<75

RESET SHEET

$W_{PED} = [F ((Xped_m)d_m/K_2) + (Xped_s)d_s/K_3)]$

W = 0

Not Warranted - Ped Vol<25(avg)

Proposed Chapel Road Multi Residential Development Overview

August 2021

Introduction

Developers

Background on location

Why multi-family

Project Overview

Project	**Valley View Suites**
Location	1C Chapel Road, Rothesay NB
Land	5,971 square meters ± (1.48 acres ±)
Planned Units	48 new residential units
Unit Mix	Four 1 Bedrooms, Twenty-three 2 Bedrooms, 21 Three Bedrooms, One Gym Unit, One Social Amenity Unit.
Other Unit Attributes	2 Accessible Units and 8 Affordable Units Average 3 Bedroom Unit 1083 SF, Average 2 Bedroom Unit 923 SF, Average 1 Bedroom unit 680 SF
Storeys	4 storeys above an underground parking garage
Construction Period:	15-16 Months
Other	Building will be fully sprinklered

The proposed development aligns with the objectives of the new Municipal Plan

- ✓ The subject land is adjacent and in close proximity to a collector and arterial streets
- ✓ The maximum density does not exceed 100 square metres of land per apartment unit (Land is 5971 units and the proposed development has been limited to 48 units)
- ✓ The subject land is adequate in size relative to the intensity and scale of the proposed land development
- ✓ Underground parking is provided
- ✓ A shadow study was completed
- ✓ A Civil plan was completed for storm water management
- ✓ Rendering
- ✓ Elevations
- ✓ A traffic impact study was completed
- ✓ We worked with the adjacent tenants on improving the traffic flow
- ✓ The building will complement and improve the area

We have designed a new entrance off Chapel directly to underground parking for most tenants. The civil plan indicates no impact to the existing services. A retaining may be added between the upper surface parking area and new entrance.

38 Underground Parking and 23 Surface Parking

Updated to reflect Traffic Impact Assessment and Neighbor feedback

Value Proposition and Team:

THE RIGHT LOCATION	The location is a in highly sought areas of a bed room community with great walk ability and tenant offerings within the community.
SUSTAINABILITY AND AFFORDABILITY INITIATIVES	The proposed development is supporting the Municipalities and CMHC initiative of adding affordable units to the community. The project has eight affordable units (17% of the overall development) through the Town of Rothesay's new Municipal Plan. The proposed development offers Integrated Housing, which refers to the strategy of blending or integrating supportive affordable units within developments that also lease units at market-rates to support positive social outcomes.
TENANT VALUE PROPOSITION	The Tenant value proposition commences with the walkability of the location, the amenity offerings, and construction method of the building itself.
FLEXIBLE DESIGN	The unit design has incorporated the widest range of potential tenants. With a mix of one, two and three bedroom units, the development will be attractive to retiree, empty nesters, young families, those looking for a home office or the convenience of maintenance free living.
THE RIGHT TEAM TO PULL IT TOGETHER	Our design team has been involved with many multi residential developments through-out Atlantic Canada. From the design team (ZZAP, Fundy Engineering, Don More Surveys, Match for Structural), Englobe assessing the traffic flow and traffic impact assessment, to our building and construction advisors (Nudura and Strescon) to ensure the building engineered and planned appropriately.

Nudura · Strescon · Match · ZZap · Bespoke Suites · Don-More Surveys & Engineering Ltd. · Englobe · Fundy Engineering

Conclusion

Status

- We have invested in the project to date as we have had a lot of positive feedback on the location, demand, and building design

Project Next Steps - Subject to Municipal Approval

- Detailed Engineering for construction (Structural, Architecture, HVAC, Mechanical, Electrical)
- Final financial feasibility, tendering, trades scheduling, etc.

Questions

We are excited for the potential in this project, we have been at a long time, and are looking for Municipal Support to keep the project moving forward.

BY-LAW 2-10-28

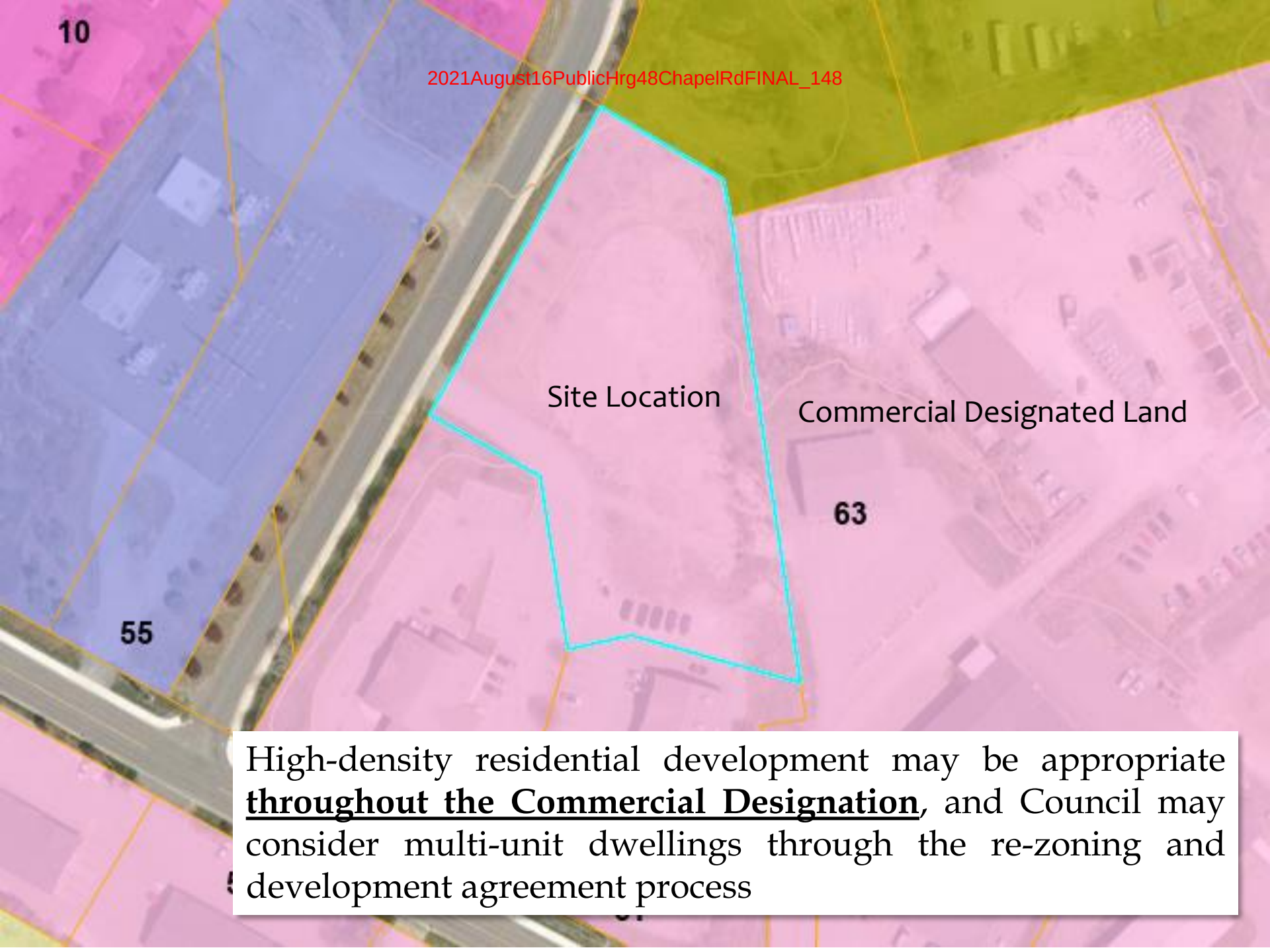
A BY-LAW TO AMEND THE ZONING BY-LAW (No.2-10 Rothesay)

Public Hearing to consider rezoning land off Chapel Road (PID#30206882) from General Commercial to Multi-Unit Residential to allow for the development a 48-unit apartment building subject to the conditions of a Development Agreement.

PUBLIC HEARING

August 16, 2021

Development proposal from Mr. Luke Moffett and Mr. Sean Hall to develop 48 unit apartment building on a 5,973 square meter (1 ½ acres) vacant lot off Chapel Road

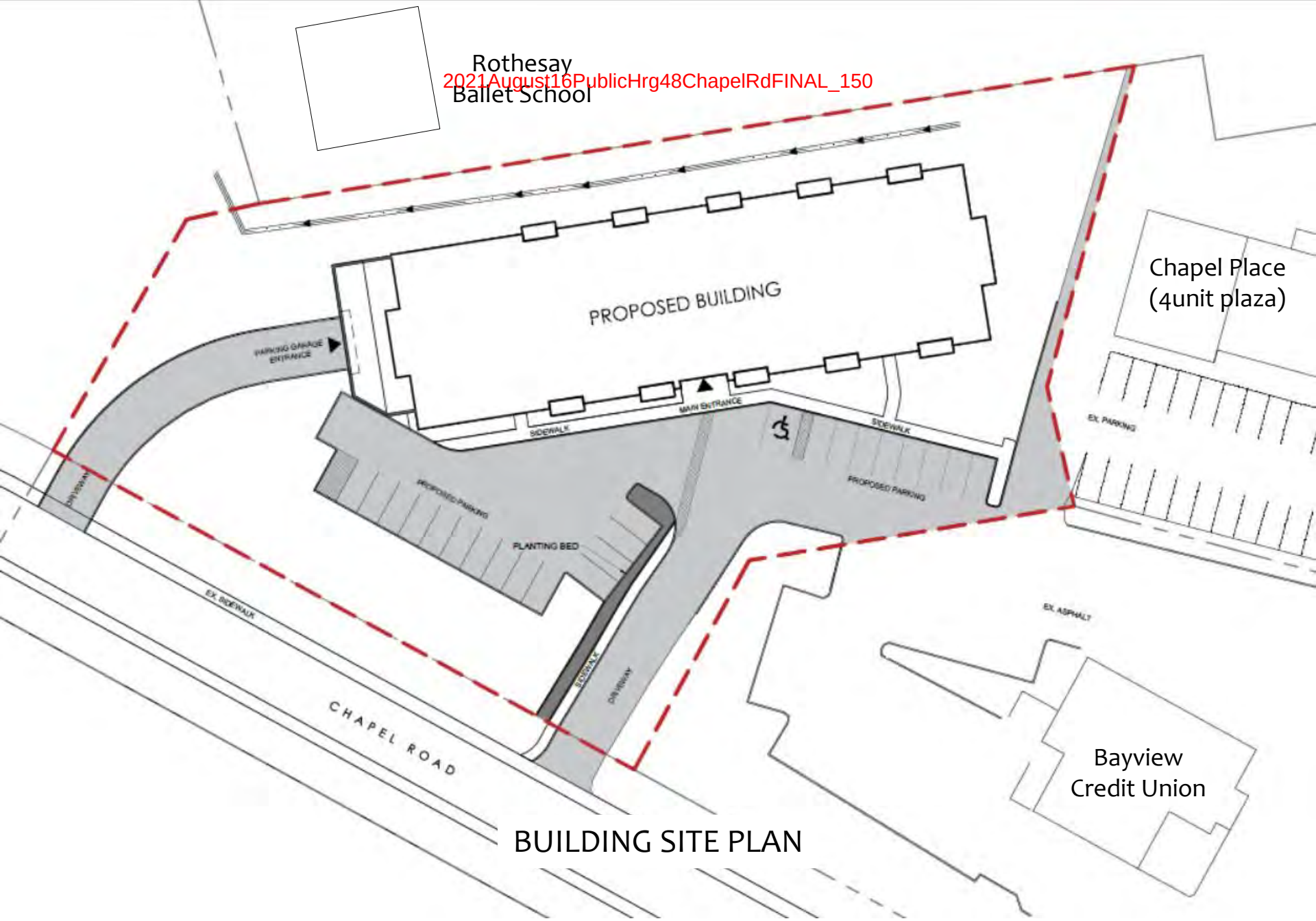


High-density residential development may be appropriate **throughout the Commercial Designation**, and Council may consider multi-unit dwellings through the re-zoning and development agreement process

DEVELOPMENT PROPOSAL KEY FEATURES:

48 Unit - 4 Storey Apartment Building
- 8 Affordable Housing Units
- 2 Age Friendly Accessible Units
- 2 Barrier-Free Units Designed to the Provincial Building Code Regulation

61 Parking Spaces
(37 Underground & 24 Surface)
Developer Contribution toward cost of Intersection Improvements at Chapel & Marr
Landscaping and Stormwater Plans



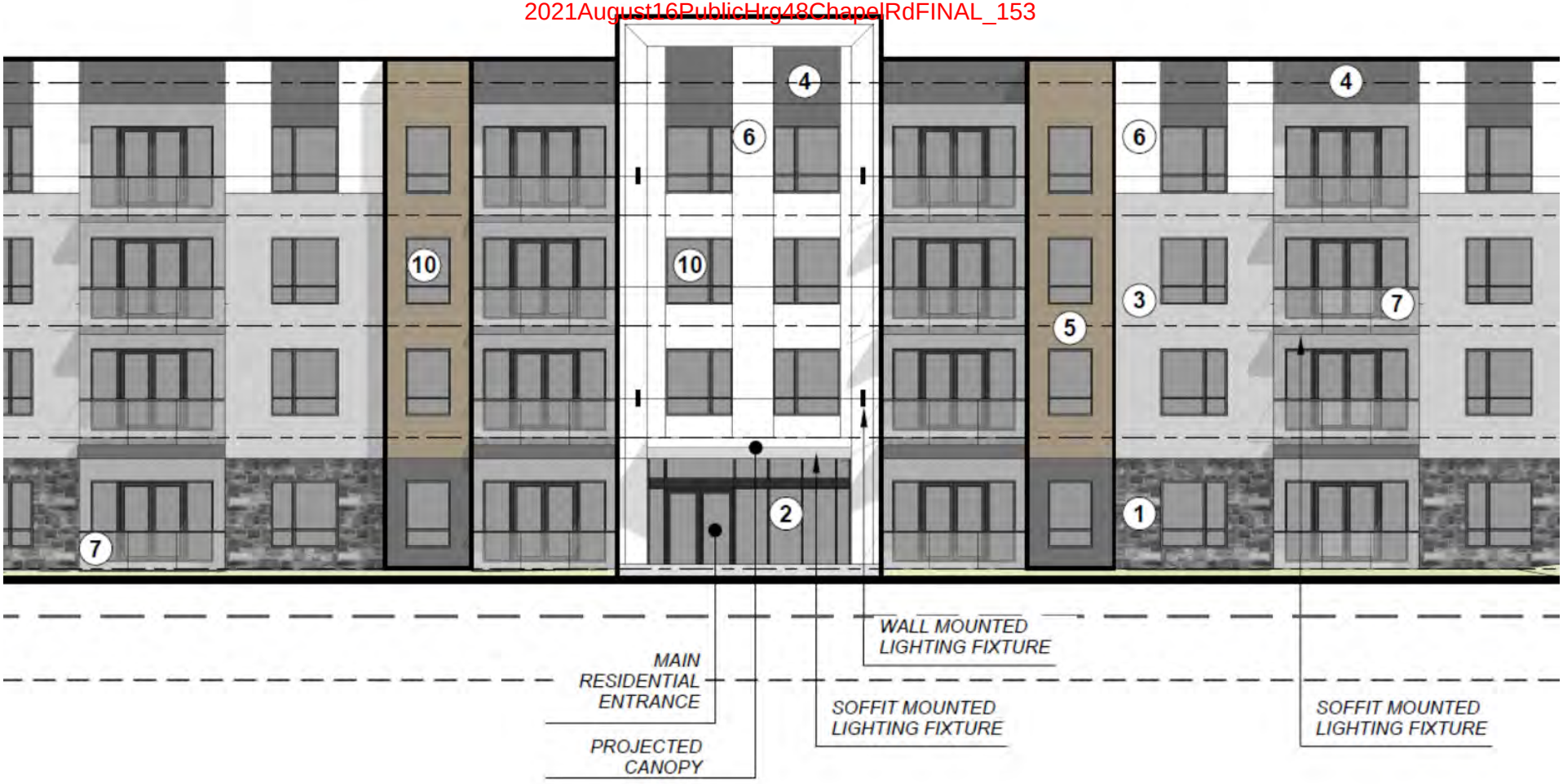
BUILDING SITE PLAN

EXTERIOR MATERIALS LEGEND	
1	MASONRY VENNEER
2	ALUMINUM CURTAIN WALL SYSTEM
3	PREFINISHED CLADDING TYPE I_COLOUR I_PROFILE I
4	PREFINISHED CLADDING TYPE I_COLOUR II_PROFILE I
5	PREFINISHED CLADDING TYPE I_COLOUR III_PROFILE II
6	PREFINISHED CLADDING TYPE II
7	ALUMINUM FRAMED GLASS GUARD
8	ARCHITECTURAL CONCRETE
9	PATIO DOOR
10	PVC WINDOW

NOTE:
CLADDING TO BE NON-COMBUSTIBLE, NON-VINYL TYPE.

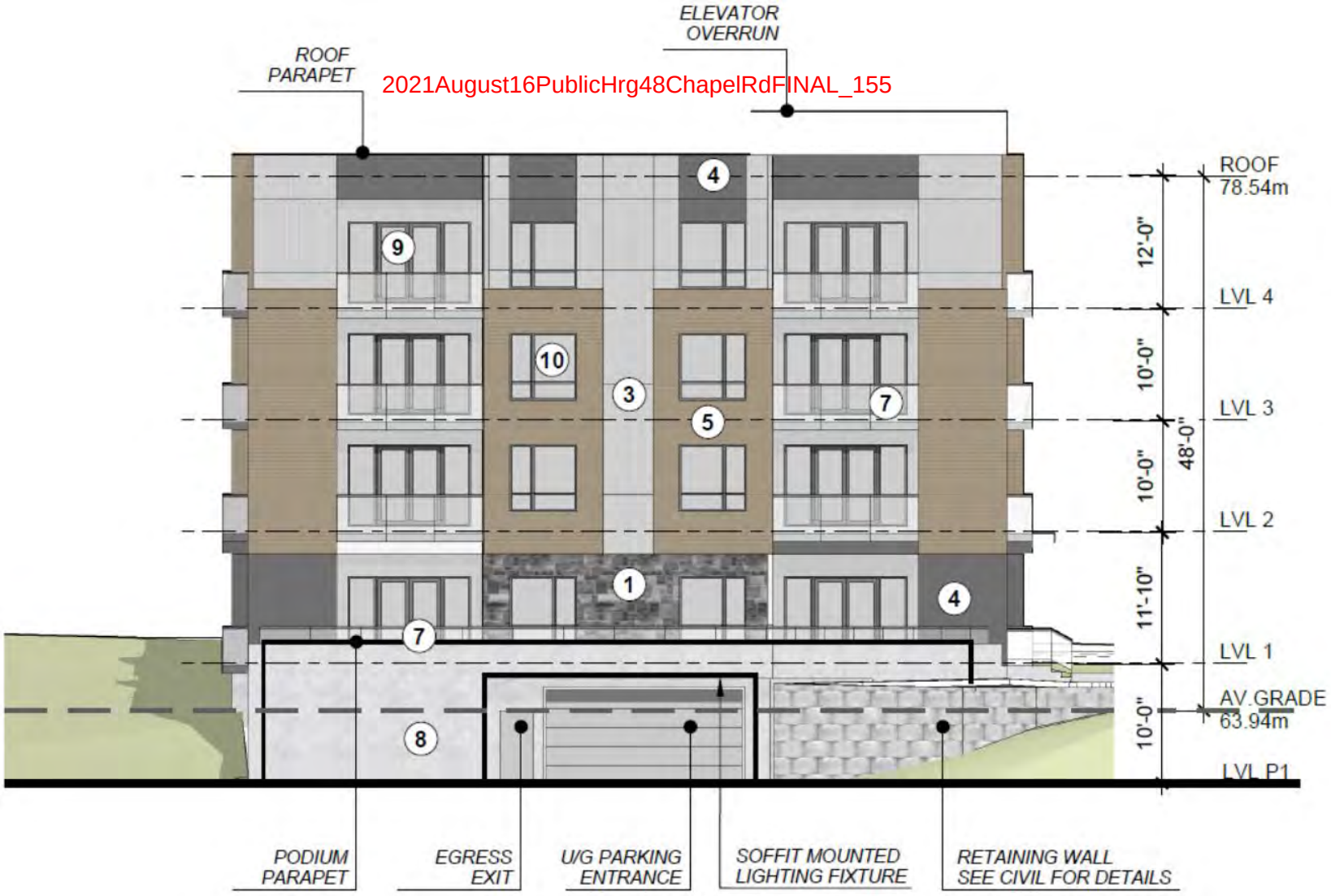
BUILDING FRONTAGE TO CHAPEL DRIVE

BUILDING FRONTAGE TO CHAPEL DRIVE



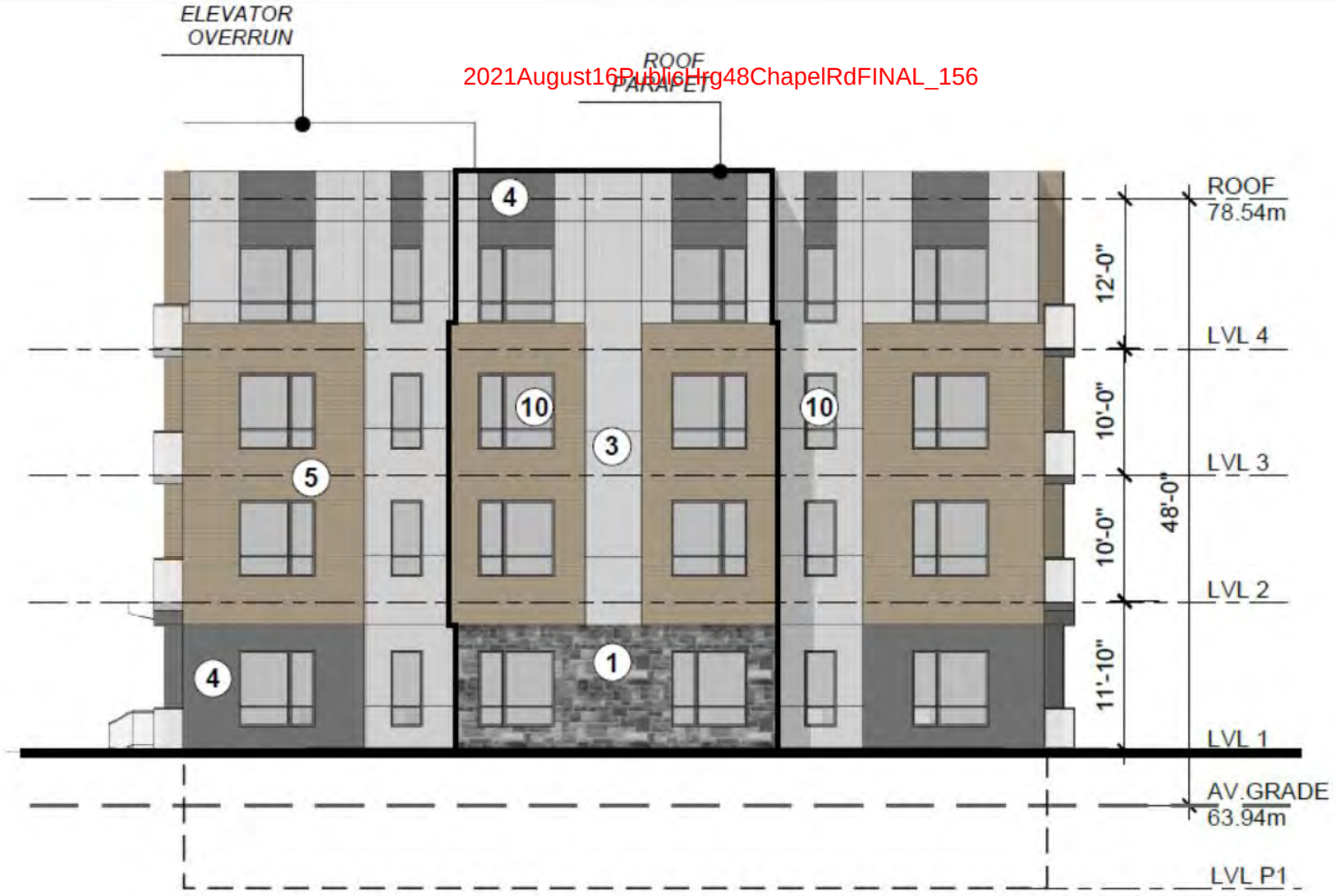
BUILDING MAIN ENTRANCE

BUILDING MAIN ENTRANCE



BUILDING UNDERGROUND PARKING ENTRANCE
North Elevation

61 parking spaces (37 underground and 24 surface parking spaces)



BUILDING (Facing Chapel Place –Plaza)
South Elevation

EXTERIOR MATERIALS LEGEND	
1	MASONRY VENNEER
2	ALUMINUM CURTAIN WALL SYSTEM
3	PREFINISHED CLADDING TYPE I_COLOUR I_PROFILE I
4	PREFINISHED CLADDING TYPE I_COLOUR II_PROFILE I
5	PREFINISHED CLADDING TYPE I_COLOUR III_PROFILE II
6	PREFINISHED CLADDING TYPE II
7	ALUMINUM FRAMED GLASS GUARD
8	ARCHITECTURAL CONCRETE
9	PATIO DOOR
10	PVC WINDOW

NOTE:
CLADDING TO BE NON-COMBUSTIBLE, NON-VINYL TYPE.

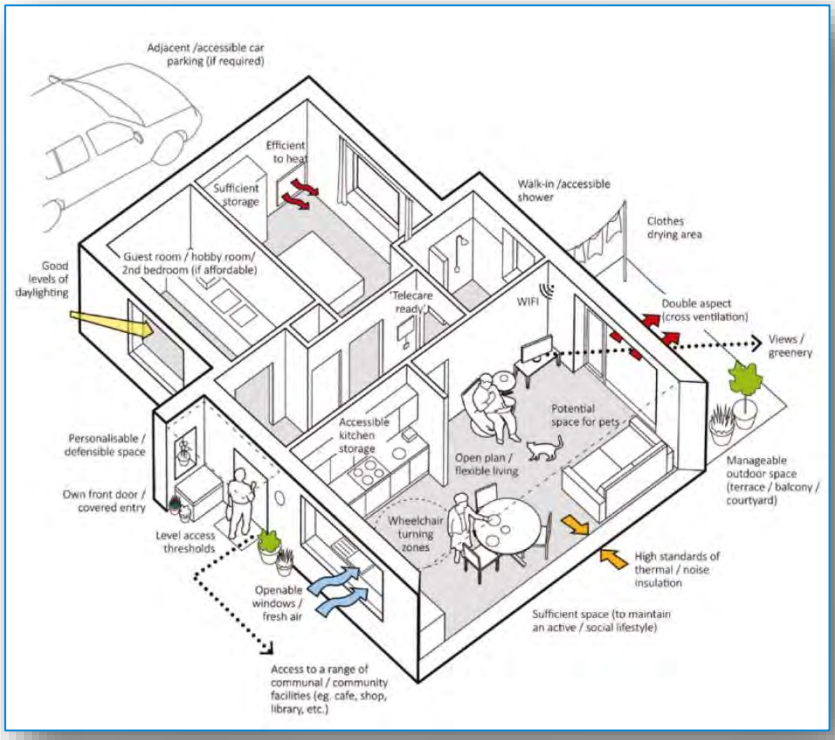
BUILDING (FACING ROTHESAY BALLET SCHOOL)
East Elevation

BUILDING LANDSCAPE PLAN


BEACH ROCKS
SIDEWALK
BEACH ROCKS
MAIN ENTRANCE
SIDEWALK
PROPOSED PARKING
PROPOSED PARKING
PLANTING BED
TING TREES TO REMAIN
SIDEWALK
DRIVEWAY
NATURAL LANDSCAPING
A
B
ORNAMENTAL PLANTS & STONES
SHRUBS & ORNAMENTAL GRASSES

Affordable & Age Friendly Housing

* Council Policy provides incentives for affordable housing and age friendly housing by allowing an increase in density for apartment units meeting these standards.



KENNEBECASIS VALLEY FIRE DEPARTMENT

* Municipal Plan **Policy FR-7,** requires that the KVFD review proposals for new development projects to ensure that public safety and firefighting concerns are addressed.
* The KVFD reviewed the proposal and is satisfied that the proposal fulfills their requirements.

KENNEBECASIS REGIONAL POLICE FORCE

* Chapel Road and Marr Road experiences a large volume of traffic not just during the day but also for the morning and evening peak commute times.

* Traffic lights at the intersection of Chapel Road and the Marr Road would mitigate congestion and improve safety, and slow down Marr Road traffic where speeding does occur.

TRAFFIC

* The Traffic Impact Statement states “traffic delays are expected to increase at the Chapel Road approach, the overall delays at the intersection are expected to remain low and traffic signals will not be warranted based on the TAC signal warrant methodology.”

* Staff believe that intersection improvements and potentially full signalization will be required. The developer has agreed to contribute toward the cost intersection improvements at Marr and Chapel.

DENSITY – 48 units

* Policy limit 40-units in commercial designated land.
* Policy allows Council to consider a density bonus of 20% max.
* Eligibility for max density bonus requires 10 apartment units (8 affordable units + 2 age friendly accessible units*)
* The density bonus is 8 additional units.

Note: the 2 age friendly accessible units are in addition to the Provincial Accessibility Regulations

Affordable Housing

* 20 year commitment, for no fewer than 8 (2 bedroom) apartment units with a Base Monthly Rental Rate at or below 30% of the Median Total Income of Lone-Parent family households.

* Rent increases are linked to the Consumer Price Index.

Age Friendly Accessible Housing


Accessible Housing by Design

Kitchens

Universal design

People who inhabit and visit the houses we live in come in all shapes and sizes, and range in age from infants to seniors, with various ever-changing abilities and skills. As we grow up, grow old and welcome new people to our homes, our housing needs change. A house that is designed and constructed to reflect the principles of universal design may be safer and more accommodating to the diverse range of ages and abilities of people who live in and visit.

Universal design is the design and composition of an environment so that it can be accessed, understood and used to the greatest extent possible by all people regardless of their age, size and ability. "The Principles of Universal Design" are found on page 16.

Everyone appreciates having a kitchen that is safe, spacious, easy to use and beautiful. The successful design of a universally accessible kitchen starts with identifying potential users and anticipating their needs.

Bolded terms throughout this fact sheet are defined in the Glossary on page 13.

Kitchen design

People are demanding functional, usable and flexible kitchen designs that will work for their families. Core universal design concepts are being incorporated into many aspects of kitchen design, including appliances, cabinets, lighting and flooring.

Also gaining in popularity is the concept of **aging in place.** By providing design features that follow the principles of universal design and by incorporating flexibility and adaptability into kitchen design, families, couples and individuals are able to stay in their homes and neighbourhoods as they grow and age. Planning for individuals' changing needs and abilities allows for periodic kitchen customizations based on changing requirements and reduces the need for future costly renovations (see figure 1).

Effective universal design and construction can only occur when we truly appreciate how persons with disabilities engage the built environment. Universal design is only a subtle shift from what is typically done; designing for greater accessibility, then, is not a new way of designing, simply a more focused one.

Canada


Accessible Housing by Design

Bathrooms

Universal design

People who inhabit and visit the houses we live in come in all shapes and sizes, and range in age from infants to seniors, with various ever-changing abilities and skills. As we grow up, grow old and welcome new people to our homes, our housing needs change. A house that is designed and constructed to reflect the principles of universal design may be safer and more accommodating to the diverse range of ages and abilities of people who live in and visit.

Universal design is the design and composition of an environment so that it can be accessed, understood and used to the greatest extent possible by all people regardless of their age, size and ability. "The Principles of Universal Design" are found on page 16.

One of the goals of universal design is to maximize the usability of environments. Everyone appreciates having a well-designed bathroom that is safe, spacious, relaxing and easy to use.

Bolded terms throughout this fact sheet are defined in the Glossary on page 15.

Bathroom design

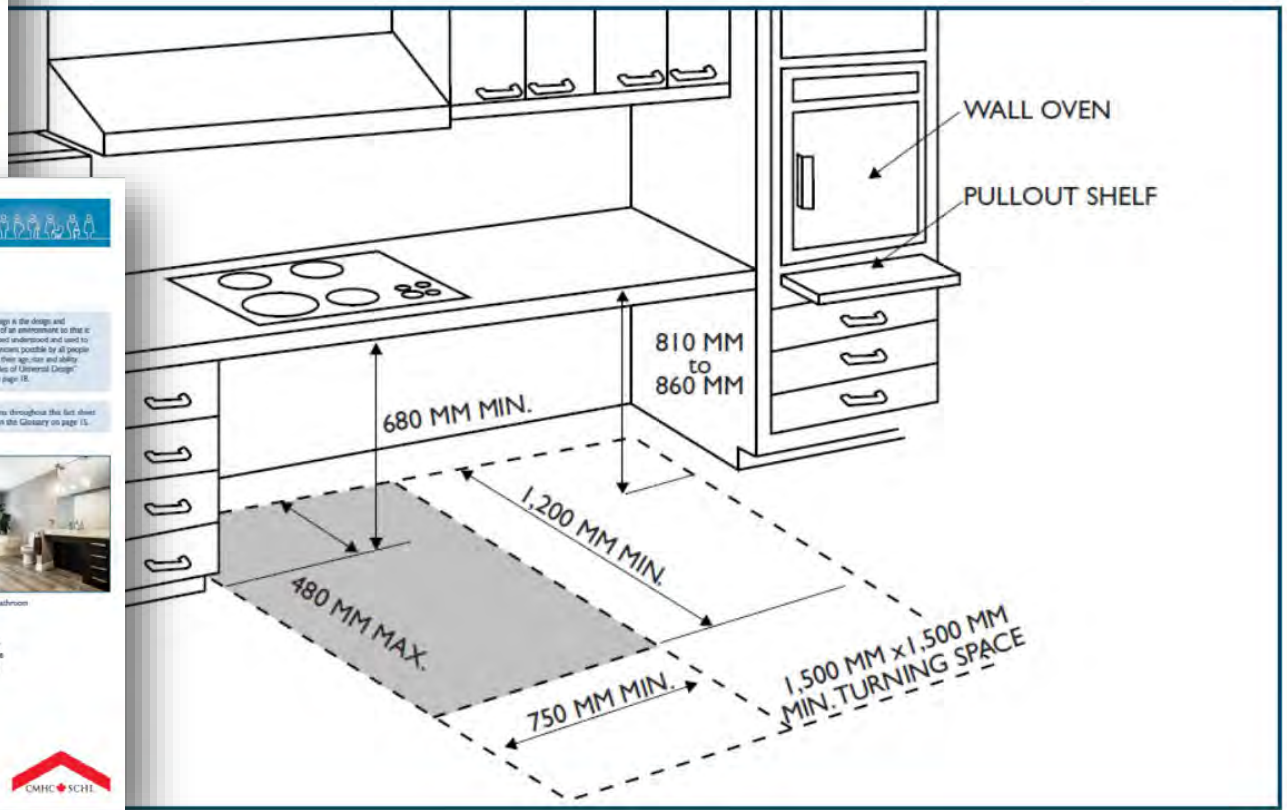
One of the latest design trends involves the creation of spacious bathrooms that incorporate a variety of features and flexibility of use (see figure 1). As a result, bathrooms become more adaptable and comfortable for individuals and families. We tend to spend more time in our bathrooms and we desire an attractive and comfortable space. Builders and homebuyers recognize the positive resale value of functional and beautiful bathrooms. The concept of universal design, whose objective is to meet all users' needs, is incorporated into many bathroom features, such as bathtubs, showers, toilets, sinks, lighting and flooring. A bathroom that anticipates the needs of all the family members and visitors will become that much more valuable.

Figure 1: Large accessible bathroom
Photo by Ron Wickman

Effective universal design and construction can only occur when we truly appreciate how persons with disabilities engage the built environment. Universal design is only a subtle shift from what is typically done; designing for greater accessibility, then, is not a new way of designing, simply a more focused one. By providing flexibility in the selection of design features and incorporating adaptability into bathroom design, the life and usability of a bathroom is extended, which promotes the concept of **aging in place.**

Canada

CMHC SCHL



Planning Advisory Committee RECOMMENDATION:

* Rothesay's PAC will meet in September and forward a recommendation before the regular Council meeting scheduled for September 13, 2021.

* Staff anticipate only minor changes to the development agreement and no substantive changes to the developer's proposal.

STAFF RECOMMENDATION:

* Council give 1st Reading, by Title, to By-law 2-10-28, “A By-law to Amend the Zoning By-law”.

Mary Jane Banks

From: Sheila Darkin
Sent: August 3, 2021 9:03 PM
To: Rothesay Info
Subject: Proposed 48 unit apartment bldg on Chapel Road.

To: Mayor and Councilors.

I am writing in regard to the proposed 48 unit apartment building designated for Chapel Road. I am concerned about the traffic that would be greatly increased due to this proposed construction. Chapel Road, together with Chapel Hill Blvd., Shadow Hill Court, Hillsview, and Scribner Crescent contain mainly single family dwellings. There are also four apartment buildings on Scribner Crescent. Therefore the addition of more vehicular traffic onto Chapel Road trying to exit onto Marr Road I can see as a major problem. The Marr road already has a fairly high density of traffic and I can foresee an additional increase could well cause major disruptions. There is also a fairly short distance between the Robinson Street Stop sign and Marr Road which could be impacted.

In addition, I would be interested to learn the effect such a construction would have on the water and sewage utilities.

I trust my concerns will receive your careful consideration.

Yours sincerely,
Sheila Darkin

Sent from my iPad