

## **Town of Rothesay**

### **Land Acknowledgement**

We would like to respectfully acknowledge that our town of Rothesay exists on the traditional lands of the Wolastoqiyik / Maliseet and Mi'Kmaq whose ancestors, along with the Passamaquoddy / Peskotomuhkati Tribes / Nations signed Peace and friendship Treaties with the British Crown in the 1700s.

We respectfully acknowledge that The United Nations Declaration of the Rights of Indigenous Peoples (UNDRIP) was adopted by the United Nations on September 13, 2007 and enshrined in law in Canada by Parliament on June 21, 2021 as Bill C-15.

We respectfully endorse the Calls to Action of the Truth and Reconciliation Commission of 2015 as it applies to our Municipal Government of the town of Rothesay.

- presented by the Honourable Graydon Nicholas  
September 13<sup>th</sup>, 2021



2022/March/14/0pen Session/FINAL\_001

# ROTHESAY

COUNCIL MEETING

**IN-PERSON ROTHESAY TOWN HALL**

**Monday, March 14, 2022**

**7:00 p.m.**



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**Public access to the livestream will be available online:**

<https://www.youtube.com/user/RothesayNB>

**Rothesay Land Acknowledgement**

**Deputy Mayor Alexander**

**1. APPROVAL OF AGENDA**

**2. APPROVAL OF MINUTES**

Regular Meeting

14 February 2022

➤ **Business Arising from Minutes**

**3. OPENING REMARKS OF COUNCIL**

**3.1 Declaration of Conflict of Interest**

**4. DELEGATIONS**

N/A

**5. CORRESPONDENCE FOR ACTION**

5.1 24 February 2022 Email from resident RE: Pedestrian walkway – Broadway Street/Forest Road

**Refer to staff**

5.2.1 9 March 2022 Email from resident RE: Gondola Point Road sidewalk (Church/Almon)

5.2.2 28 February 2022 Letter from resident

**Refer to the Works and Utilities Committee**

5.3 2 March 2022 Email from Quispamsis resident RE: Millennium Drive

**Refer to the Works and Utilities Committee**

5.4 7 March 2022 Email from NB Power RE: Support – Point Lepreau Generating License Application Process and Public Hearings with attachments

**Provide letter of support**

5.5 9 March 2022 Letter from resident RE: Active Transportation

**Refer to staff**

**6. CORRESPONDENCE - FOR INFORMATION**

6.1 15 February 2022 Email on behalf of Minister Allain RE: Local Governance Reform

6.2 15 February 2022 UMN letter to Minister Allain RE: Local Governance Reform

6.3 17 February 2022 Letter to Minister Flemming RE: Municipal Designated Highway Program – Rothesay Road

6.4 4 March 2022 Email from Quispamsis resident RE: Rothesay Common washrooms

6.5 10 March 2022 Email from Mary Schryer RE: Thank You – International Women's Day

**ROTHESAY**

Regular Council Meeting

Agenda

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14 March 2022

**7. REPORTS****7.0 March 2022 Report from Closed Session**

- 7.1 24 November 2021 Kennebecasis Regional Joint Board of Police Commissioners (KRJBPC) meeting minutes
- 30 November 2021 KRJBPC Statement of Financial Position
- 7.2 31 January 2022 Draft unaudited Rothesay General Fund Financial Statements
- 31 January 2022 Draft unaudited Rothesay Utility Fund Financial Statements
- 7.3 22 February 2022 Draft Age Friendly Advisory Committee meeting minutes
- 7.4 22 February 2022 Draft Parks and Recreation Committee meeting minutes
- 7.5 23 February 2022 Draft Works and Utilities Committee meeting minutes
- Private Lanes Policy (*see Item 9.5*)
- 7.6 23 February 2022 Draft Heritage Preservation Review Board meeting minutes
- 7.7 February 2022 Monthly Building Permit Report
- 7.8 11 March 2022 Capital Projects Summary

**8. UNFINISHED BUSINESS****TABLED ITEMS****8.1 Wiljac Street Reconstruction and Extension – Design** (Tabled March 2019)*No action at this time***8.2 Strong Court Sidewalk – Anglophone South School District** (Tabled April 2021)*No action at this time***8.3 Rothesay Arena Open House** (Tabled September 2021)*No action at this time***8.4 Public Hearing – 95 Hampton Road (PIDs 00242271, 30130348, 30020051, 30130355)*****Remove from table***

11 March 2022 Memorandum from Town Clerk Banks

**9. NEW BUSINESS****9.1 Alternate Appointment to the Greater Saint John Regional Facilities Commission**

25 February 2022 Memorandum from Town Clerk Banks

**9.2 Public Hearing Set Date – 145 Hampton Road (PIDs 30266845, 00243097)**

11 March 2022 Report prepared by DPDS White

2 March 2022 Staff report for Planning Advisory Committee

**9.3 Public Hearing Set Date – Highland-Hillcrest (PIDs 00444885, 00444877, 30346308, 30187629)**

11 March 2022 Report prepared by DPDS White

3 March 2022 Staff report for Planning Advisory Committee

**9.4 Storm Sewer Emergency Repairs**

9 March 2022 Report prepared by DO McLean

**ROTHERSAY**

2022March14OpenSessionFINAL\_003

Regular Council Meeting  
Agenda

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14 March 2022

**9.5 Proposed Private Lanes Policy**

11 March 2022

DRAFT

Memorandum from Town Manager Jarvie

Municipal Services to Properties Fronting Private Lanes Policy

Appendices A and B with map

**10. NEXT MEETING**

**Regular meeting**

Monday, April 11, 2022

**11. ADJOURNMENT**

**Liz Hazlett**

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**From:** Liz Hazlett  
**Sent:** February 24, 2022 10:11 AM  
**To:** Liz Hazlett  
**Subject:** FW: Potential improvements to pedestrian walkway between Broadway Street and Forest Road, Kennebecasis Park, Rothesay, N.B.

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

**From:**  
**Sent:** February 19, 2022 6:28 PM  
**To:** Mary Jane Banks <MaryJaneBanks@rothesay.ca>  
**Subject:** Potential improvements to pedestrian walkway between Broadway Street and Forest Road, Kennebecasis Park, Rothesay, N.B.

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Rothesay Mayor and Council,

I am writing to you to propose an upgrade to the condition of the existing 350 foot long pedestrian walkway, between Broadway Street and Forest Road in Kennebecasis Park, Rothesay, N.B.

At both ends of this existing walkway the Town of Rothesay has already installed two pedestrian walkway signs, and painted walkway crosswalks on the asphalt surfaces of both Broadway Street and Forest Road. The town has also placed signs at both ends of this walkway stating that it is not to be blocked.

Young children who attend Kennebecasis Park Elementary School use this path on their way to and from school. I also utilize this walkway during my daily ( 10,000 Fitbit step ) hike around Kennebecasis Park.

Over the 41 years that I have lived on Broadway Street, I have become aware of the very poor condition of this walkway between Forest Road and Broadway Street. In the spring and fall of the year this walkway is muddy and wet due to lack of proper drainage. In the winter this walkway is covered in deep snow, or as it is today, glazed with ice.

This winter at both ends of this walkway the street plow deposited snow piles, at times up to 4 or 5 feet tall. These piles of snow of course presented problems for the small children when walking to and from school. I noted that for a period of time this winter, one of the Kennebecasis Park residents attempted to dig a clearing through the snow banks until it became too difficult.

The above conditions being noted I would propose that the Town of Rothesay make the following improvements to this walkway. Raise and level the surface of this walkway so that water will drain off. I would propose that this increase in walkway elevation could be done using lifts of gravel topped with a crushed limestone surface.

I would also propose that once this walkway is raised and levelled, the Town's sidewalk snowblower be utilized to clear snow away from the surface of this walkway. The past several winters the Town's snowblower has cleared the snow from the sidewalk on Broadway Street.

I trust that the Town of Rothesay will give due consideration to this proposal. I would appreciate if the Town could advise me of any resulting decision regarding improving the condition of this walkway,

Thank you,

2022March14OpenSessionFINAL\_017

B.Sc., B.Eviro., B.Arch.,  
38 Broadway Street,  
Kennebecasis Park,  
Rothesay, N.B.,  
E2H1B2

Home Phone #

Sent from my iPad

**Liz Hazlett**

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**From:** Liz Hazlett  
**Sent:** March 9, 2022 12:12 PM  
**To:** Liz Hazlett  
**Subject:** FW: To : Town Council

**From:**  
**Sent:** March 9, 2022 11:50 AM  
**To:** Rothesay Info <[rothesay@rothesay.ca](mailto:rothesay@rothesay.ca)>  
**Subject:** To : Town Council

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

RE: Proposed Sidewalk on Gondola Point Rd . from Almon Lane to Church Ave .

Be advised that we fully concur with our neighbours – opposition  
to the creation of the sidewalk adjacent to our property line .

We are extremely disappointed that the Town did not seem it necessary to advise us of their  
intention . We just heard of this today .

We see no reason for having a sidewalk on both sides of the street – the foot traffic is not that  
heavy .

If someone has an issue with the crosswalk at the end of Almon Lane , then consider a button-  
activated light and / or a more visibly painted cross-walk . More urgently and less expensive  
, would be to instruct the KVRP to monitor the speed of vehicles on this section of Gondola  
Point Rd . There could be some money made here .

Respectfully,

32 Gondola Point Rd  
Rothesay NB

Sent from [Mail](#) for Windows

28 Gondola Point Road  
Rothesay, NB E2E 5J9

Rothesay Town Council  
Town of Rothesay  
70 Hampton Road  
Rothesay, NB E2E 5Y2



February 28, 2022

**RE: Proposed sidewalk on Gondola Point Road from Almon Lane to Church Ave.**

Dear Council,

In November last year, Town manager John Jarvie informed us that the town was ready to build a sidewalk along our property on Gondola Point Road. We understand the purpose was to extend the current sidewalk that stops at Almon Lane, and save pedestrians from having to cross Gondola Point Road until they reach the corner of Church Ave.

We believe the extension of the sidewalk along our property on Gondola Point Road would be a needless expense. Our driveway would not function properly, and our mature cedar hedge would be destroyed. We think that a viable alternative is to continue the use of the existing crosswalk at Almon Lane with minor adjustments.

An accessible front driveway is vital for our household, as it is the only entrance point that allows easy access for people with physical limitations. It is also the only way to move large items in and out due to the narrow doors, multiple stairs and twists and turns at our back entrance.

The extension of the sidewalk where our driveway sits, would require the added expense of building a small retaining wall. In previous years, the driveway has been compromised due to bike lanes and curbing projects. This has shortened the driveway and made it incredibly steep. Currently, the horseshoe shape of the drive is very tight. To lose any more room would make access nearly impossible.



The proposed sidewalk would also impact our privacy along the greatest part of our property frontage on Gondola Point Road. The widening of the road for bike lanes and signs has already brought the road even closer to the cedar hedge. The addition of a six-foot-wide sidewalk would create no clearance and make snow removal an impossible task. This winter season exemplifies this problem as the mounds of plowed snow have significantly damaged the hedge. Our property will be devalued and our quality of life reduced without a hedge.

To make the current cross walk at the corner of Gondola Point Road and Almon Lane safer, we think a crosswalk button and lights should be installed. Two possibilities come to mind, lights similar to the crosswalk at the corner of Church Avenue and Gondola Point Road or like the Crosswalk at Rothesay High School and Town Hall. Traffic will be either travelling into or out of a reduced speed zone as they approach or leave the common. A crosswalk button is much less invasive than ripping up an entire block, adding more concrete, and ruining green space. We understand the need for sidewalks, but there is a completely serviceable sidewalk across the street and pedestrians in any circumstance, are required to cross to that side a block later.

Thank you for your attention to this matter.

Sincerely,

**Liz Hazlett**

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**From:** Liz Hazlett  
**Sent:** March 4, 2022 9:45 AM  
**To:** Liz Hazlett  
**Subject:** FW: Millennium Drive - A vision for Active Living  
**Attachments:** Millenium.docx

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**From:**  
**Sent:** Wednesday, March 2, 2022 11:44:35 PM  
**To:** [eochara@quispamsis.ca](mailto:eochara@quispamsis.ca) <[eochara@quispamsis.ca](mailto:eochara@quispamsis.ca)>; [nancygrant@rothesay.ca](mailto:nancygrant@rothesay.ca) <[nancygrant@rothesay.ca](mailto:nancygrant@rothesay.ca)>  
**Subject:** Millennium Drive - A vision for Active Living

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Dear Mayor Grant and Mayor O'Hara,

Please find attached a letter which encourages discussions between the towns of Rothesay and Quispamsis about opportunities to improve Millenium Drive.

Mayor O'Hara, you and I have had a phone conversation about this in the past and your response was encouraging. I'm hoping that the idea gains traction in the days ahead.

Thank you for your consideration.

Sincerely,

28 Esdale Drive  
Quispamsis, N.B.  
E2E 4X1

March 2, 2022

Dear Mayor O'Brien and Mayor Grant,

I am writing to ask that your towns consider joining efforts in creating opportunities for active living along Millenium Drive. With significant road repairs needed at present due to never ending potholes, now is the time to look at adding a sidewalk, bike lane and lighting to improve the lives of residents.

Millenium Drive has changed significantly over the past few years, with the addition of two large apartment buildings near Donlyn Drive, and many new businesses. It is anchored at either end with grocery and hardware stores, gas stations, food outlets and coffee shops. There is also a large Shannex complex which is accessed via Millenium.

I travel Millenium Drive by car almost every day. I would consider walking to the grocery store, however the path is rutted, muddy in the spring and snow covered in the winter. Biking is equally challenging. The "share the road" mantra is impossible to honor as cars have no room to move over.

With a sidewalk and bike lane as well as proper lighting, residents of both Quispamsis and Rothesay would be able to engage in active living. We talk about active living a great deal, but it is more than having access to recreation facilities and nature trails. It is about carrying out your daily activities with options to leave the car behind.

Please consider this important initiative.

With respect,

**Liz Hazlett**

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**From:** Liz Hazlett  
**Sent:** March 8, 2022 9:11 AM  
**To:** Liz Hazlett  
**Subject:** FW: Support - Point Lepreau Generating Licence Application Process and Public Hearings  
**Attachments:** E-DOCS 5215267-CMD 17-H2.2 - Submission from the Town of Rothesay.PDF

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**From:** Duguay, Kathleen <[KDuguay@nbpower.com](mailto:KDuguay@nbpower.com)>  
**Sent:** Monday, March 7, 2022 6:10:19 PM  
**To:** [nancygrant@rothesay.ca](mailto:nancygrant@rothesay.ca) <[nancygrant@rothesay.ca](mailto:nancygrant@rothesay.ca)>  
**Cc:** [JohnJarvie@rothesay.ca](mailto:JohnJarvie@rothesay.ca) <[JohnJarvie@rothesay.ca](mailto:JohnJarvie@rothesay.ca)>  
**Subject:** Support - Point Lepreau Generating Licence Application Process and Public Hearings

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Good evening Mayor Grant:

The Point Lepreau Nuclear Generating Station (PLNGS) has generated safe, clean electricity for the people of New Brunswick for close to four decades, and today supplies more than one third of the electricity used in the province. The comprehensive refurbishment of the Station's major components, completed in 2012, means it will be a key contributor to the province's clean energy mix, well into the future.

CANDU reactors have an excellent safety record and PLNGS is a recognized leader in workplace safety. Safety is always the Number 1 priority of our Station's activities. As an example, the Station has exceeded two million person-hours without a lost-time accident on several occasions. This accomplishment is thanks to the commitment of every employee at PLNGS to a culture of learning, training and procedural adherence, every day, in everything we do.

In June 2021, New Brunswick Power submitted to the Canadian Nuclear Safety Commission (CNSC), Canada's Federal nuclear regulator, an application to renew the power reactor operating licence for PLNGS. The current power operating licence expires in June 2022.

The CNSC conducts an open and transparent process when considering applications from licensees. Public participation is an important part of the process and the CNSC values input from First Nations communities, surrounding communities and members of the public. The PLNGS renewal application will be reviewed and considered by the CNSC at public hearings in 2022 (Part 1 - January 26, 2022 and Part 2 - May 11-12, 2022).

We would sincerely appreciate your participation at the public hearing for PLNGS in May 2022, including a written submission and or an oral presentation. The deadline for submissions is March 28, 2022. I have attached a copy of your letter of support from our last licence renewal as a reference.

I have included information about **PLNGS\*** which contains some important facts you may wish to consider should you choose to participate, as well as copy of an overview about PLNGS. You can also find additional information on our website: [Licence renewal 2022 \(nbpower.com\)](https://www.nbpower.com/rothesay/licence-renewal-2022).

2020 March 14 Open Session FINAL\_024  
If you have any questions about the Station or our Open Session application, please don't hesitate to contact Kathleen Duguay at [kduguay@nbpower.com](mailto:kduguay@nbpower.com). We welcome the opportunity to discuss the licensing process further and to answer any questions that you may have.

As Canada and the world address climate change and its effects, the healthiest communities will be the ones with clean energy systems. We are proud of our Station's 40-year history of powering New Brunswick and believe a renewed operating licence will ensure PLNGS continues to contribute to Canada's low-carbon future. We appreciate your continued support.

Regards,

Kathleen Duguay  
Manager, Community Affairs and Nuclear Regulatory Protocol  
(506) 647 8057

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### ***\*Facts about Point Lepreau Nuclear Generating Station***

Safety is always the Number 1 priority of our Station activities. Nuclear safety includes conventional, radiological and environmental performance. These are at the core of all activities.

We have a highly trained and qualified workforce.

We have been generating electricity for almost four decades. Today, we supply over a third of all the electricity used in the province.

The electricity from Point Lepreau is almost completely free of greenhouse gas emissions.

Nuclear is an excellent contributor to a clean energy system and can provide a foundation for other low-carbon forms of electricity like solar and wind.

- We are committed to engagement, outreach and transparent reporting. We have many regular opportunities for engagement with members of the public including First Nations communities. We are committed to earning public trust in everything we do.
- We continuously invite peer review of our safety activities and performance. We track our performance, so we know exactly how we are doing and continuously improve.
- Emergency preparedness is part of daily life at Point Lepreau and of its community first responder partners. Preventative activities and practice drills are part of our regular activities.
- The Point Lepreau team includes highly trained people with a diversity of skill sets to execute our management systems, processes and work plans to keep the station in its best health.
- We have a sustainable plan to manage all waste generated from Point Lepreau. There is no other industry that accounts for its waste as thoroughly as the nuclear industry.

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## How to submit a letter of support? 2022March14OpenSessionFINAL\_025

- The letter of support must include your **full name and address, and telephone number.**
- You must indicate in your letter if you wish to intervene in writing or in person (oral).
- The letter must be addressed to:

Commission Registry  
Canadian Nuclear Safety Commission  
280 Slater Street, P.O. Box 1046, Station B  
Ottawa, ON, K1P 5S9  
Email: [interventions@cnsccsn.gc.ca](mailto:interventions@cnsccsn.gc.ca)

**RE:** Point Lepreau Operating License Renewal – 2022 H-02

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**From:** Duguay, Kathleen

**Sent:** January 26, 2022 12:14 AM

**To:** 'Donna.reardon@saintjohn.ca' <[Donna.reardon@saintjohn.ca](mailto:Donna.reardon@saintjohn.ca)>; 'eohara@quispamsis.ca' <[eohara@quispamsis.ca](mailto:eohara@quispamsis.ca)>; 'nancygrant@rothesay.ca' <[nancygrant@rothesay.ca](mailto:nancygrant@rothesay.ca)>; 'mayormerrifield@towngbw.ca' <[mayormerrifield@towngbw.ca](mailto:mayormerrifield@towngbw.ca)>; 'JohnJarvie@rothesay.ca' <[JohnJarvie@rothesay.ca](mailto:JohnJarvie@rothesay.ca)>; 'nancygrant@rothesay.ca' <[nancygrant@rothesay.ca](mailto:nancygrant@rothesay.ca)>

**Cc:** Scott, W. Robert <[WRScott@nbpower.com](mailto:WRScott@nbpower.com)>

**Subject:** Point Lepreau Generating Licence Application Process and Public Hearings

Good evening

Hope you are all doing well during these challenging times of COVID-19.

It was a pleasure meeting you. We appreciate the time you took to meet with us. We hope that the information and presentation on the licence renewal and Station operations activities that we provided you was informative (presentation attached). The questions and feedback that you shared with us were very helpful.

Since that time, we have conducted stakeholders' meetings, Council meetings, media briefings and a webinar (link to webinar – <https://www.nbpower.com/en/about-us/regulatory/nuclear/licence-renewal-2022/>)

As a reminder, the Canadian Nuclear Safety Commission (CNSC) will be hosting a two-part public hearings.

- **January 26, 2022 (10 AM to 1 PM) - Part 1 of the hearing.** (virtual)

To watch the hearing live: <http://www.nuclearsafety.gc.ca/eng/the-commission/webcasts/index.cfm>

2022 March 14 Open Session FINAL 026  
Link to the presentation that Point Lepreau Staff will be delivering at the Part 1 Hearing – January 26, 2022. <https://www.nuclearsafety.gc.ca/eng/the-commission/hearings/cmd/pdf/CMD22/CMD22-H2-1A.pdf>

- **May 11 and 12, 2022 – Part 2 of the hearing.** During Part 2, registered intervenors have the opportunity to make presentations in oral or in writing to the CNSC Commission.

The CNSC conducts an open and transparent process when considering applications from licensees. Public participation is an important part of the process and the CNSC values input from members of the public.

We would appreciate your support in the upcoming Part 2 of licensing process. The deadline for submissions is March 28, 2022. It is expected that the details on how to participate will be made available on the CNSC website over the next few weeks. Once available, we will provide you the links and details as well as any assistance that you may need if you choose to participate.

Additional engagement activities will take place over the next few months and we will keep you informed.

If you have any questions, please do not hesitate to contact us at any time.

Regards,

Kathleen Duguay  
Manager, Community Affairs and Nuclear Regulatory Protocol  
(506) 647 8057

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**Written submission from the  
Town of Rothesay**

**Mémoire de  
la ville de Rothesay**

In the Matter of

À l'égard de

**Énergie NB Power - Point Lepreau Nuclear  
Generating Station**

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**Énergie NB Power - Centrale nucléaire  
de Point Lepreau**

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Application for a five-year renewal of its  
Nuclear Power Reactor Operating Licence for  
the Point Lepreau Nuclear Generating Station

Demande de renouvellement, pour une période de  
cinq ans, de son permis d'exploitation d'un  
réacteur nucléaire de puissance à la centrale  
nucléaire de Point Lepreau

**Commission Public Hearing – Part 2**

**Audience publique de la Commission – Partie 2**

**May 10 and 11, 2017**

**Les 10 et 11 mai 2017**





70 Hampton Road  
Rothesay, NB  
Canada E2E 5L5

T: 506-848-6600  
F: 506-848-6677

[Rothesay@rothesay.ca](mailto:Rothesay@rothesay.ca)  
[www.rothesay.ca](http://www.rothesay.ca)

1 March 2017

Secretariat Canadian Nuclear Safety Commission  
280 Slater Street, P.O. Box 1046, Station B  
Ottawa, ON  
K1P 5S9

Attention: Senior Tribunal Officer

Dear Sir or Madam:

Re: Operating License Renewal – Point Lepreau Nuclear Generating Station

This letter is in support of the application from the New Brunswick Power Corporation (NB Power) for a five-year renewal of its Nuclear Power Reactor Operating Licence for the Point Lepreau Nuclear Generating Station.

Rothesay Town Council has heard a presentation from NB Power representatives concerning relicensing of the operation of the Pt. Lepreau facility. We understand that a hearing on the matter is imminent. The generating station is a significant employer this area and brings many other economic benefits to the greater Saint John region.

More importantly, for the purposes of the relicensing review, the safety record at the Lepreau site has been excellent. A full-scale emergency response exercise was held last year and we understand that the results demonstrated the validity of processes and response mechanisms currently in place and provided guidance for future activities.

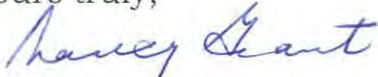
The town of Rothesay does not have amongst its Council or staff expertise on the safe operation of nuclear generating stations. What we do know is that the station makes a significant economic and clean energy contribution to the province and we rarely, if ever, hear questions concerning nuclear safety raised amongst our residents.

...2

Rothesay Council appreciates the important contribution this facility makes to the reduced carbon footprint in New Brunswick and its contribution to the regional economy. Accordingly Council is in unanimous agreement in its support for the relicensing of the Point LePreau Nuclear Generating Station.

We trust you will carry out your usual due diligence in reviewing this application and at the end of the process will find that the relicensing of Point Lepreau is the appropriate course to follow. Thank you for your consideration of our views.

Yours truly,



Dr. Nancy Grant  
Mayor

Cc : Hon. Rick Doucet  
: Mayor B. Chatterton, St. Martins  
: Mayor G. Losier, Grand-Bay/Westfield  
: Mayor D. Darling, Saint John  
: Mayor G. Clark, Quispamsis  
: B Plummer, NBPower  
: K Duguay, NBPower  
: Rothesay Council

Submission to Rothesay council  
Meeting reference March 14<sup>th</sup>, 2022  
70 Hampton Road  
Rothesay, NB  
E2E 5L5



2022-03-09

Rothesay Mayor and Council

I am confident that most on the current council know me and my passion for Active Transportation (AT), in particular, cycling and cycling safety. For those new to council, my first official address to councils in Quispamsis and Rothesay was in September 2010 titled "bicycle friendly Kennebecasis Valley". The main request then as it is now...."please develop safe cycling infrastructure".

Active transportation plans were developed for both communities over the next two years. Rothesay is now in the tenth year of implementing our Active Transportation Plan yet much needs to be done. Rothesay has committed to reducing its' impact on climate change and promoting AT will assist in that goal while creating a healthier population.

The federal government has allocated 400 million dollars toward Active Transportation initiatives across Canada. Applications must be submitted to access the monies.

Establishing a baseline of what has been accomplished, what is underway, and what needs to be done will assist Council in decision making. A well informed Council can better endorse application or dispersion of funds.

To this end, please have town management prepare a detailed list of what Active Transportation additions and improvements were completed during the past councils' mandate. Also include completed items during the current council mandate.

And, please create an Active Transportation subcommittee (ad hock if necessary) of the Works and Utilities Committee to focus attention on the Active Transportation Plan, infrastructure development and application for federal monies. This committee could also promote the less flamboyant

low cost continuous improvements to existing infrastructure. Additionally, this committee could work in conjunction with the Quispamsis Active Transportation committee lobbying Provincial Government for infrastructure improvements on roadways like Millennium Drive and Campbell Drive connecting the large apartment complexes to the retail business district.

The cycling community looks to Council for leadership on improving cycling safety and interconnectivity in the Kennebecasis Valley.

Respectively requesting your action and reply,

402 Gondola Point Road  
Rothesay, NB  
E2E 1X2

**Liz Hazlett**

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**From:** Liz Hazlett  
**Sent:** February 15, 2022 12:05 PM  
**To:** Liz Hazlett  
**Subject:** FW: Local governance reform

**From:** Kieley, Rachelle (ELG/EGL) <[Rachelle.Kieley@gnb.ca](mailto:Rachelle.Kieley@gnb.ca)> **On Behalf Of** Allain, Daniel Hon. (ELG/EGL)  
**Sent:** February 15, 2022 11:57 AM  
**To:** Rothesay Info <[rothesay@rothesay.ca](mailto:rothesay@rothesay.ca)>  
**Cc:** Flemming, Hon. Hugh J. (JPS/JSP) <[Hugh.Flemming@gnb.ca](mailto:Hugh.Flemming@gnb.ca)>  
**Subject:** Local governance reform

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Mayor Grant:

Thank you for your letter dated December 22, 2021, in which you share your support for our local governance reform process. Your endorsement is meaningful and sincerely appreciated. I note your comments on the issues of tax issues as well as the cost of rural roads in the future. Following the implementation of the main elements of local governance reform, these are among the items to be considered in phase two of our plan.

You also expressed some concern about the Regional Service Commission model and the hiring process for the new Chief Executive Officer. This is a new role with an expanded mandate, requiring an elevated and specialized skillset. This role will be advertised and filled through a competitive process. The facilitators are responsible for hiring these individuals with input from a subset of their advisory committee so they can take on their new responsibilities in September 2022. I encourage you and members of Rothesay council to visit the Local Governance Reform website ([www.gnb.ca/vibrantNB](http://www.gnb.ca/vibrantNB)) for updated information as the implementation process unfolds.

Thank you for your input to this process and for your commitment to your community and public service. We look forward to the work ahead by the transition facilitators and local representatives to establish a positive path forward. The outcome will be stronger and sustainable communities and an enhanced quality of life for all New Brunswickers.

Sincerely,

*(Original signed)*

Daniel Allain  
Minister of Local Government and Local Governance Reform





February 15<sup>th</sup>, 2022

Hon. Daniel Allain, Minister  
Local Government and Local Governance Reform  
P.O. Box 6000  
Fredericton, N.B. E3B 5H1

**Delivered via e-mail: Daniel.Allain@gnb.ca**

Dear Minister Allain,

The Union of Municipalities of New Brunswick (UMNB) and our members have been advocating for meaningful local governance reform for many years. It was in this vein that UMNB and our members eagerly participated in the consultations you and your Ministry conducted over the past many months eager to share what we believed was necessary to ensure strong and vibrant communities in our great province. These municipal representatives have many years of experience in this domain and were very encouraged by the outreach and transparency shown by you and your department in engaging with them in this process.

The UMNB and our members were also very encouraged that your government followed through on the process of local governance reform review by not only introducing legislation to enact the necessary change but also initiating implementation of that reform. We knew this process would not be without challenges and commend you, your department and government for taking on this task and have noted that the UMNB and our members remain ready and available to provide our support and input for this much needed process.

Recently however, as more details have been released regarding reform and the process to achieve the changes noted in the reform legislation, our members have become increasingly concerned and we believe it is essential to highlight several of the issues they have identified to assist in achieving a smoother reform process. Of particular concern, our members have become frustrated over the last several weeks (since the release of the white paper) with moving deadlines, insufficient information, and a lack of meaningful engagement between municipal and provincial governments. We offer these comments in the spirit of keeping reform moving forward and to clarify some of issues being experienced by many municipal officials, both elected and unelected. Attached to this letter is a list of questions and concerns we have heard from our membership over the last two weeks.

Our members have told us they are frustrated with the timelines presented in their advisory committees by their facilitators. As an example, some communities have received less than a week to make significant decisions on the functioning of their future entities. We have also heard concerns from some members about the lack of governance knowledge held by some of



the facilitators who are ultimately responsible for leading discussion on council composition. It is critical that flexibility be granted to communities to ensure these decisions are well thought out and meet the long-term needs of their communities.

A key point that has been raised by our members is the lack of information available to communities. Different messages have been delivered to different communities which has caused frustration and confusion amongst councils. We urge you to create and circulate a more detailed timeline of deliverables so that our members know what to expect and when to expect it so that they may prepare and advise their facilitators and advisory committees accordingly. We also firmly believe that enabling more collaboration between technical, elected, and RSC working groups is another way to help ensure better communication. UMNB would be pleased to help with this in any way we can.

One of the strengths you and your department brought to the development of the white paper was a willingness to engage with municipalities, municipal staff, and municipal associations. It was that strength that helped ensure the white paper's public acceptance. However, since the release of the white paper there have been missed opportunities to continue that strong engagement between the department, municipal associations, municipal staff, and our members. We believe this has hindered the transition process. You have often said that the release of the white paper was not the end of the reform process, and we could not agree more. By resuming a more meaningful engagement stance, we firmly believe the reform process will be smoother and more effective for all involved.

UMNB has long been an advocate for meaningful local governance reform and has been a committed partner throughout this process. It is with that commitment in mind that we share this advice with you. We have heard numerous concerns from our members that risk setting back the municipal reform process. By addressing these concerns, we believe you will help ensure we head in the right direction as we navigate new horizons. UMNB remains a committed partner in local governance reform and want to assure that communities are structured in a sustainable, vibrant, and democratic way.

Thank you for your attention to these important matters and we look forward to discussing them with you and your department.

Sincerely,

A handwritten signature in black ink, appearing to read 'Alex Scholten', is located below the 'Sincerely,' text.

Alex Scholten, President  
Union of Municipalities of New Brunswick



2022March14OpenSessionFINAL\_035

CC: Ryan Donaghy, Acting Deputy Minister of Local Government and Local Governance Reform  
UMNB members  
Presidents of AFMNB, AMANB, and CNBA

Inc. Annex A-List of member questions and concerns.





## **Annex A-Questions and comments submitted by UMN B Members**

### **RSCs**

1. Municipalities feel that they have been left out of the loop with respect to changes happening at the RSC level. What will the municipal role be in the next steps of the development of the new RSC model?
2. ESIC and RSC - With the announcement that RSC's will be getting a community transportation/poverty lens, what will be the relationship between the RSC's and ESIC? How much control will ESIC have on the RSC's, or the RSC's on ESIC?
3. What will the mandated staffing level of the new RSC's look like? What positions will the RSC's require and how many new positions will need to be created? Who will be paying for these new staff members?
4. There is a fear of the lack of coordination between committees. It is our understanding that there is an administrative committee, an elected officials committee, and an RSC Committee with an advisory group of senior municipal officials. Each of these committees would benefit from greater collaboration between committees (i.e., Staff joining elected officials, senior municipal staff joining the RSC committee, etc.). Is there an intention to have these three committees come together at some point and, if so, when would that be?
5. Considering changing deadlines and information being provided to municipal officials and staff on the reform process which we believe is creating unneeded stress, mistrust and animosity between municipalities, facilitators and ELG, can you and your department provide a detailed timeline of next steps in the reform process and who is responsible to complete those steps? As an example, changing time frames for the final development of municipal boundaries / maps and council composition have had significant impacts on the level of unease experienced in many communities.
6. What services will be provided by RSC and what will be provided by municipalities? We have been advised previously that municipalities that can provide such services at an acceptable standard would be permitted to continue to provide such services however, that no longer appears to be the case. Please advise on who will be making these decisions and when they will be made?

### **Revenues**

1. It has been announced that the residents of the LSD's will continue to pay the same tax rate they have paid in the past for at least the first year. Where will existing LSD taxes go? Will they go to GNB or to the new entities under which the LSD's have been placed?



2. If the LSD tax rates don't change in year one, then will municipalities and their existing taxpayers be expected to subsidize LSD offerings or will GNB be providing additional funding?
3. What will happen to existing regional formulas (SJ Facilities Commissions, Envision SJ, etc.)? Will they all be replaced? Will there be one cost sharing formula for all RSCs? When will new formulae be expected to be in place?
4. If LSD rates are not increased, how will increased RSC mandates be paid for?
5. We understand the existing assets, reserves and debts will stay within the communities in which they were located, but for how long will that be the case?
6. In previous discussions, we were advised that between \$400-600 million was quoted as the government's costs for transition. Can you advise on where that money will be allocated? How much will be provided to assist municipalities that will be absorbing LSD residents and providing them with services?
7. As you have stated several times on reform, one of the fundamental priorities was that there would be fair taxation of residents for the services they receive. Is this still a priority? Given that it has been announced that LSD residents will not experience a tax increase in year one of the reform process, how will that be addressed?
8. We have been advised previously that there would be changes made to the Unconditional Grant formula. What is the status of the new formula? With new and bigger municipalities coming into existence, will the fund be increased? How will municipalities and municipal organizations be consulted on this change? Will revenue from any new grant formula be incorporated into regional cost sharing formulae?

### **Existing Councils**

1. What happens to existing councils after the Nov. 28 Election? There will be lame-duck period between Nov. 28 and Jan. 1 as exists in the Elections Act? How will ELG govern this period?

### **New Entities**

1. Many council members have advised us that they are concerned about the tight timelines and lack of notice. Council composition is a delicate subject in some entities, and they will need time to discuss and arrive at a conclusion. Can municipalities get extensions?
2. This process has been difficult, particularly for smaller communities. Municipal staff are overwhelmed and need additional support to handle the day-to-day and reform plan. What is the plan to support these smaller communities?
3. Can new entities enter the election as entity 45, for example, or do they need to have their new name?



4. How will Policing work with entities who have different policing services (MPSA, PPSA, Municipal force)?
5. During the consultation process, we were advised that municipalities would be provided with HR, Legal, and accounting support to assist in transitional issues. Can you provide an update on when municipalities can expect to have access to these supports?
6. Please advise on who will be responsible for preparing and modifying municipal by-laws? Upon review of the list of facilitators, it would appear that they do not have that experience or skillset. We understand experts will be provided to municipalities to assist in this process. When can we expect an update on this?
7. Please advise on who will be responsible to pay severance if municipal employees are cut during re-structuring?
8. We have heard several concerns relating to the potential loss of experienced municipal employees, with the AMANB advising that as many as 55 senior officials may be forced out of their positions because of amalgamations. These officials don't want to leave the field of local governance but they are not getting any direction on how positions will be assigned – who is responsible for the hiring, when does that happen, when will administrators be advised if it is necessary for them to reapply for a position, what happens with pensions if they decide to leave instead of taking a less senior position, etc. What are the impacts if that knowledge base is lost? Who will advise new Councils? Many of these officials have provided their experience to assist with the transition but have not been retained to assist with this process. We cannot emphasize enough that ensuring a strong municipal administrative sector must be a core component of the reform.
9. What happens to Indigenous communities who are within a new municipal boundary? What is the engagement plan for first nations communities in municipal reform?
10. We've heard from councils that certain facilitators have told staff and elected officials not to report committee discussions or developments to councils. They have also been told that they are responsible for communicating with the public. Can we get a clarification on the role of facilitators and communications? We believe it is imperative that advisory committee members (both elected and non-elected) be able to communicate with their municipalities on the status of the committee processes.
11. It is our position that the government must be more directly involved in communicating reform to residents in the LSDs for meaningful reform to take place. We were previously advised that education and awareness programs would be developed and released to the public to help inform them on why municipal reform is needed and what it will mean to them. New municipal Councils should not be responsible for this process – especially if there is a lack of engagement and consultation with them throughout the transition process as has been experienced to date. This sets the stage for very difficult relationships at the municipal Council level as we move forward – especially at a time when existing municipalities want to have meaningful engagement with their new residents.



12. What will the process be for ensuring that new boundaries are reflected in Statistics Canada data?

### Roads

1. How will taxes for roads be collected? Will revenue go to the province or municipalities? Will Transportation and Infrastructure be required to provide real costs to deliver the service?
2. Will a formula be established for transfer of roads? There's a feeling that these discussions should take place now so municipalities can be ready for the transfer.
3. Have any discussions taken place on what will happen when roads aren't up to standard in new municipalities? Will the province be responsible for bringing roads within new municipal boundaries up to standard?
4. The White Paper noted that the Province funds an annual deficit for local roads in LSDs of  $\pm$  \$55M; what is the path forward to address this?

### Questions from UMNB and Answers

- 1. Municipalities feel that they have been left out of the loop with respect to changes happening at the RSC level. What will the municipal role be in the next steps of the development of the new RSC model?**

Each RSC has an advisory committee which includes some mayors. Additionally, there is a committee of municipal administrators being convened to advise on the technical aspects as described in the white paper. There will also be regulatory changes to make in the coming months and we will be looking for input from the municipal associations.

- 2. ESIC and RSC - With the announcement that RSCs will be getting a community transportation/poverty lens, what will be the relationship between the RSCs and ESIC? How much control will ESIC have on the RSCs, or the RSC's on ESIC?**

ESIC is proposing to enter into agreements with each RSC so that the funding that is currently supporting Community Inclusion Networks be directed to RSCs in support of the new community development mandate. This will be done through agreements between each RSC and ESIC which will open channels of funding and close collaboration with ESIC, but there is no intent to impose control by ESIC on the RSC, nor the other way around.

- 3. What will the mandated staffing level of the new RSCs look like? What positions will the RSCs require and how many new positions will need to be created? Who will be paying for these new staff members?**

The CEO position is the only new position required to be filled. Additional staffing requirements will differ between regions based on how the mandates will be undertaken (in-house by the RSC or done via agreement with a local government or 3rd party).

- 4. There is a fear of the lack of coordination between committees. It is our understanding that there is an administrative committee, an elected officials committee, and an RSC Committee with an advisory group of senior municipal officials. Each of these committees would benefit from greater collaboration between committees (i.e., Staff joining elected officials, senior municipal staff joining the RSC committee, etc.). Is there an intention to have these three committees come together at some point and, if so, when would that be? The RSC staff and executive committee has been combined in most regions as part of the Transition Advisory Committee mentioned above (response to question 1).**

The committee of municipal administrators will be asked to advise on technical aspects that could impact local governments and it will allow them to advise

mayors. The transition facilitators will bring them together if and when that is appropriate.

- 5. Considering changing deadlines and information being provided to municipal officials and staff on the reform process which we believe is creating unneeded stress, mistrust and animosity between municipalities, facilitators and ELG, can you and your department provide a detailed timeline of next steps in the reform process and who is responsible to complete those steps? As an example, changing time frames for the final development of municipal boundaries / maps and council composition have had significant impacts on the level of unease experienced in many communities.**

A workback schedule that outlines the key decisions that need to be made by facilitators in coordination with their advisory committees will be available in the next week.

- 6. What services will be provided by RSC and what will be provided by municipalities? We have been advised previously that municipalities that can provide such services at an acceptable standard would be permitted to continue to provide such services however, that no longer appears to be the case. Please advise on who will be making these decisions and when they will be made?**

The transition facilitators will be working with the region to identify the regional service delivery method that is most appropriate with an eye of not duplicating nor starting from scratch if the service already exists (utilizing the local government service that can be expanded to be regional or a 3rd party will be selected in many regions). The mandated services are clearly outlined in the White Paper.

## **Revenues**

- 1. It has been announced that the residents of the LSD's will continue to pay the same tax rate they have paid in the past for at least the first year. Where will existing LSD taxes go? Will they go to GNB or to the new entities under which the LSD's have been placed?**

There is no commitment for freezing tax rates. Tax rates change yearly in LSDs based on cost of services today. What is committed to is to have different tax rates based on services and phasing in major impacts.

- 2. If the LSD tax rates don't change in year one, then will municipalities and their existing taxpayers be expected to subsidize LSD offerings or will GNB be providing additional funding? (See explanation in question 1).**

3. **What will happen to existing regional formulas (SJ Facilities Commissions, Envision SJ, etc.)? Will they all be replaced? Will there be one cost sharing formula for all RSCs? When will new formulae be expected to be in place?**

The new formulas will take effect January 1, 2023 and will be outlined in regulation.

4. **If LSD rates are not increased, how will increased RSC mandates be paid for? (See response to question 1)**

5. **We understand the existing assets, reserves and debts will stay within the communities in which they were located, but for how long will that be the case?**

Until the debts are paid or reserve utilized.

6. **In previous discussions, we were advised that between \$400-600 million was quoted as the government's costs for transition. Can you advise on where that money will be allocated? How much will be provided to assist municipalities that will be absorbing LSD residents and providing them with services?**

That figure has never been quoted by a government official or the minister, to our knowledge. The services will be paid for by local property taxation, there will however be different tax rates based on services.

7. **As you have stated several times on reform, one of the fundamental priorities was that there would be fair taxation of residents for the services they receive. Is this still a priority? Given that it has been announced that LSD residents will not experience a tax increase in year one of the reform process, how will that be addressed?**

There is no tax freeze commitment. The commitment is to ensure different tax rates based on services.

8. **We have been advised previously that there would be changes made to the Unconditional Grant formula. What is the status of the new formula? With new and bigger municipalities coming into existence, will the fund be increased? How will municipalities and municipal organizations be consulted on this change? Will revenue from any new grant formula be incorporated into regional cost sharing formulae?**

This is currently under discussion and a path forward will be required before budget season. The associations will be brought into those discussions at the appropriate time.

## **Existing Councils**

- 1. What happens to existing councils after the Nov. 28 Election? There will be lame-duck period between Nov. 28 and Jan. 1 as exists in the Elections Act? How will ELG govern this period?**

This will be the same situation as when councils are between a regular municipal election and when the new council takes office. The rules are outlined in legislation.

## **New Entities**

- 1. Many council members have advised us that they are concerned about the tight timelines and lack of notice. Council composition is a delicate subject in some entities, and they will need time to discuss and arrive at a conclusion. Can municipalities get extensions?**

The number of council seats was required by the February 16th. The ward boundaries are needed in early March. We know some may need a few extra days which has been built into the timeline.

- 2. This process has been difficult, particularly for smaller communities. Municipal staff are overwhelmed and need additional support to handle the day-to-day and reform plan. What is the plan to support these smaller communities?**

We anticipate the work to be manageable, especially since those staff members won't be preparing a 2023 budget for the current local government and will help the facilitator create one for the new entity for 2023.

- 3. Can new entities enter the election as entity 45, for example, or do they need to have their new name?**

A name will need to be chosen.

- 4. How will Policing work with entities who have different policing services (MP SA, PPSA, Municipal force)?**

We will be having those discussions with the local entities as we move past the council composition and ward deadlines. It can be expected that on day one, the current arrangements will continue as discussions to change those policing arrangements will require JPS engagement and approval.

- 5. During the consultation process, we were advised that municipalities would be provided with HR, Legal, and accounting support to assist in transitional**



**issues. Can you provide an update on when municipalities can expect to have access to these supports?**

The transition facilitators will have access to those supports. They are doing work for the department and will be available when the process reaches the stage of considering HR changes or legal issues.

- 6. Please advise on who will be responsible for preparing and modifying municipal by-laws? Upon review of the list of facilitators, it would not appear that they do not have that experience or skillset. We understand experts will be provided to municipalities to assist in this process. When can we expect an update on this?**

The bylaws that are necessary to operate initially will be modified, but other by-laws will continue as per transitional provisions that will be in the regulation and will only apply to the whole entity once the new council modifies it to consider the entire area.

- 7. Please advise on who will be responsible to pay severance if municipal employees are cut during re-structuring?**

We will be doing our utmost to ensure everyone has a meaningful role but we will look at these on the factors at play, if that time comes.

- 8. We have heard several concerns relating to the potential loss of experienced municipal employees, with the AMANB advising that as many as 55 senior officials may be forced out of their positions because of amalgamations. These officials don't want to leave the field of local governance but they are not getting any direction on how positions will be assigned – who is responsible for the hiring, when does that happen, when will administrators be advised if it is necessary for them to reapply for a position, what happens with pensions if they decide to leave instead of taking a less senior position, etc. What are the impacts if that knowledge base is lost? Who will advise new Councils? Many of these officials have provided their experience to assist with the transition but have not been retained to assist with this process. We cannot emphasize enough that ensuring a strong municipal administrative sector must be a core component of the reform.**

Those in positions where the local government is growing with LSDs will remain in place. When two local governments are brought together, the transition facilitator will advise on an approach based on the realities on the ground. It could be that there is only one senior official between the entities, in that case a competition may not be required. If there is to be a competition, we are lining up the timeline to have the individual in place in the new role for September 2022. We will be engaging an HR firm who will work with Transition facilitators and an advisory sub-committee on the appointment process. Conversations around next steps for Administrators

will be occurring in the next few weeks. We have also retained the services of an HR Strategic Advisor who will help us navigate questions related to pensions, etc.

**9. What happens to Indigenous communities who are within a new municipal boundary?**

In most cases, Indigenous communities are not within the boundaries of the local government except in pre-existing situations.

**a) What is the engagement plan for first nations communities in municipal reform?**

We will continue informing and offering engagement. We have had interest of late and recent meetings have been held.

**10. We've heard from councils that certain facilitators have told staff and elected officials not to report committee discussions or developments to councils. They have also been told that they are responsible for communicating with the public. Can we get a clarification on the role of facilitators and communications? We believe it is imperative that advisory committee members (both elected and non-elected) be able to communicate with their municipalities on the status of the committee processes.**

The meetings are not confidential. They are closed but reports to council and LSD committees are expected and necessary.

**11. It is our position that the government must be more directly involved in communicating reform to residents in the LSDs for meaningful reform to take place. We were previously advised that education and awareness programs would be developed and released to the public to help inform them on why municipal reform is needed and what it will mean to them. New municipal Councils should not be responsible for this process – especially if there is a lack of engagement and consultation with them throughout the transition process as has been experienced to date. This sets the stage for very difficult relationships at the municipal Council level as we move forward – especially at a time when existing municipalities want to have meaningful engagement with their new residents.**

The efforts from 2021 will continue in 2022. Budgets were posted online and will be again this year. There have been direct communications and we are planning on doing that again. Efforts will also be made around the November elections to ensure all residents who can put their names forward for elected office are aware of that opportunity and in partnership with Elections NB they will be informed of their voting options.

**12. What will the process be for ensuring that new boundaries are reflected in Statistics Canada data?**

When boundaries are finalized, we will be providing the boundaries to Statistics Canada and requesting the official population count in each of the entities.

**Roads**

**1. How will taxes for roads be collected? Will revenue go to the province or municipalities? Will Transportation and Infrastructure be required to provide real costs to deliver the service?**

The current arrangement will continue for the former LSDs and rural communities that are not responsible for roads. DTI will continue to own and maintain those assets. And the taxation structure will remain (41 cents charged to owner-occupied properties only). In 2025, there is a commitment to review the costing/recovery arrangement.

**2. Will a formula be established for transfer of roads? There's a feeling that these discussions should take place now so municipalities can be ready for the transfer.**

There is no plan to transfer the roads.

**3. Have any discussions taken place on what will happen when roads aren't up to standard in new municipalities? Will the province be responsible for bringing roads within new municipal boundaries up to standard?**

The former LSD roads will continue to be maintained by DTI.

**4. The White Paper noted that the Province funds an annual deficit for local roads in LSDs of ± \$55M; what is the path forward to address this?**

As stated above, there is a commitment to review the costing/recovery arrangement as part of phase 2 of the financial reforms.



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Rothesay, NB  
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[Rothesay@rothesay.ca](mailto:Rothesay@rothesay.ca)  
[www.rothesay.ca](http://www.rothesay.ca)

17 February 2022

*Hand delivered*

Hon. Hugh J.A. (Ted) Flemming, Q.C.  
Attorney General  
Minister of Justice and Public Safety  
MLA – Rothesay  
c/o Constituency Office  
70 Hampton Road  
Rothesay, NB E2E 5L5

Dear Minister Flemming:

**RE: Municipal Designated Highway Program – Rothesay Road**

Rothesay Council held its regular meeting on February 14<sup>th</sup>, at which time there was a discussion with respect to the current state of Rothesay Road. Numerous complaints have been received from the travelling public, and staff have placed at least eight "Hazard" signs to warn drivers. As you know, Rothesay has been seeking designated highway funding since at least 2016 to undertake resurfacing on this provincial highway.

A copy of the most recent 5 Year Designated Highways Funding Request for Rothesay is attached, for your information and reference.

Rothesay Council is seeking your assistance in obtaining funding through the Municipal Designated Highway Funding Program to begin work on this provincial asset before costs increase as the roadway continues to deteriorate.

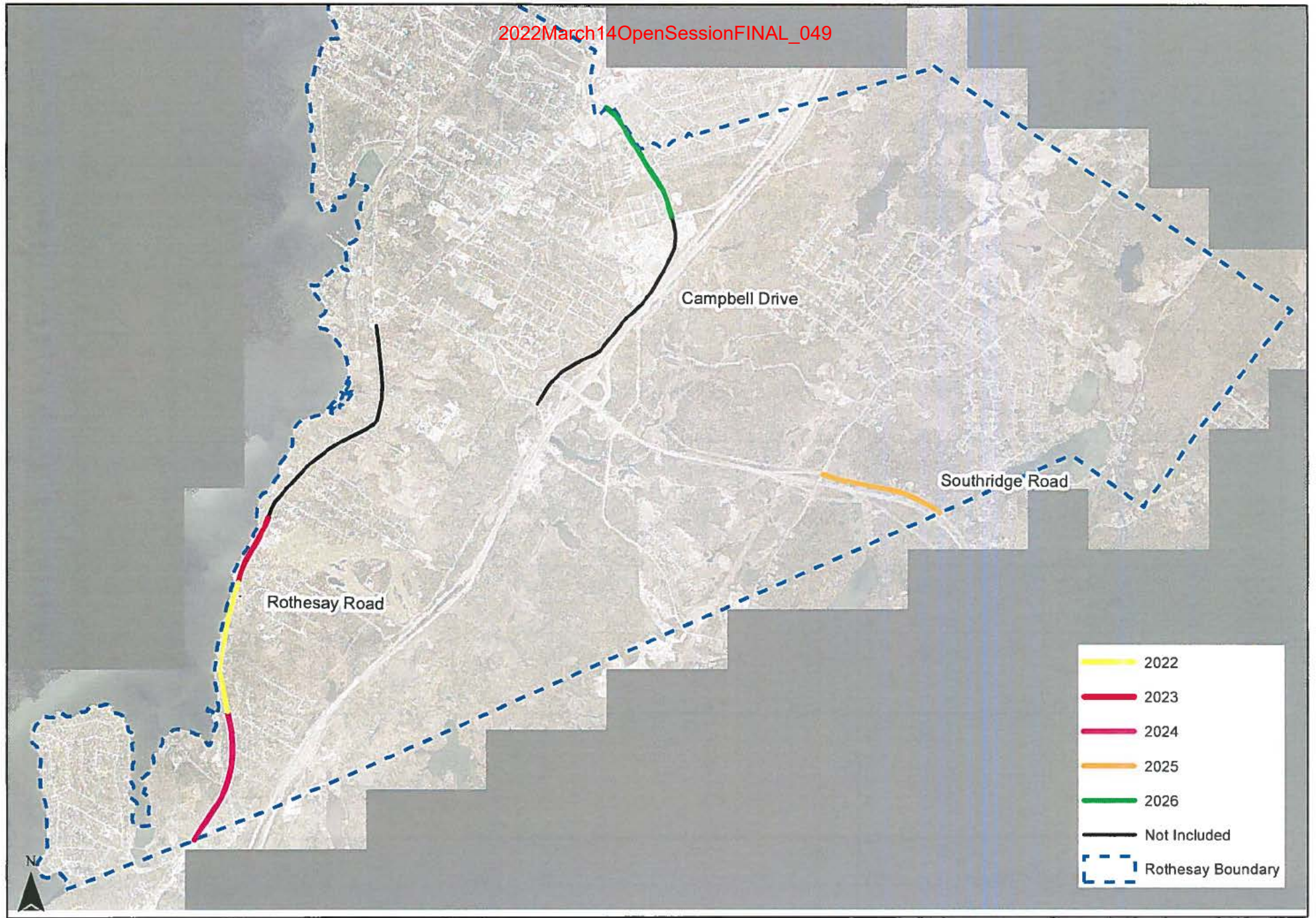
We look forward to your positive response.

Sincerely,

Nancy Grant  
Mayor

cc. Rothesay Council

Town of Rothesay
<b>Capital Plan - Public Works</b>
<b>Designated Highways:</b>
<b>2022</b>
<b>Designated Highways 2022:</b>
Asphalt Surface Course, resurfacing Rothesay Road between Appleby Drive and Fox Farm Road (1050 m x 9.5), (incl eng'g)
Curb between Appleby Drive and Fox Farm Road (incl eng'g)
Storm sewer repairs
<b>Total Designated Highways 2022:</b>
<b>2023</b>
<b>Designated Highways 2023:</b>
Asphalt Surface Course, resurfacing Rothesay Road between East Riverside Kingshurst Park and Appleby Drive (600 m x 9.5), (Incl eng'g)
Curb between East Riverside Kingshurst Park and Appleby Drive (incl eng'g)
Storm sewer repairs
<b>Total Designated Highways 2023:</b>
<b>2024</b>
<b>Designated Highways 2024:</b>
Asphalt Surface Course, resurfacing Rothesay Road between Fox Farm Road and City Limit (1150 x 9.5), incl eng:g)
Curb between Fox Farm Road and City Limit (incl eng'g)
Storm sewer repairs
<b>Total Designated Highways 2024:</b>
<b>2025</b>
<b>Designated Highways 2025:</b>
Asphalt Surface Course, resurfacing Southridge Road between French Village Road and Rothesay Boundary (1050 x 7.5), incl eng:g)
Storm sewer and culvert repairs
<b>Total Designated Highways 2025:</b>
<b>2026</b>
<b>Designated Highways 2026:</b>
Asphalt Surface Course, resurfacing Campbell Drive between Hampton Road and Millenium Drive (1080 x 7.5), incl eng:g)
Storm sewer nad culvert repairs



1:40,000

### 5 Year Capital Plan for Designated Highways

0 250 500 1,000 1,500 2,000  
Metres

**Liz Hazlett**

---

**From:** Liz Hazlett  
**Sent:** March 4, 2022 11:03 AM  
**To:** Liz Hazlett  
**Subject:** FW: Public washroom Rothesay Commons

**From:**  
**Sent:** March 4, 2022 10:29 AM  
**To:** Rothesay Info <[rothesay@rothesay.ca](mailto:rothesay@rothesay.ca)>  
**Subject:** Public washroom Rothesay Commons

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi Folks,

Just wanted to say how grateful I am that there is a public washroom in Rothesay Commons. I'm a Quispamsis resident. I volunteer to walk dogs for Rothesay seniors via Elderdog Saint John. With the time it takes to drive to Rothesay, socialize with the senior, groom & walk their dog, I would find it difficult to do if there wasn't the easily accessible, well maintained public washroom by the ice rink. Particularly so during Covid, when access to washrooms has been limited, and isolation has been hard on everyone. Your public building has enabled me to spend more time with Rothesay senior residents' (chatting while masked & limiting my time in their space not using their washroom), and more time outside walking their canine companions.

Please pass on my appreciation to the Mayor & Council, and most especially to the staff who maintain this valuable facility behind the scenes. Your work adds a lot to the quality of life in Rothesay. Thank-you!

Warm regards,

**Liz Hazlett**

---

**From:** Liz Hazlett  
**Sent:** March 11, 2022 9:53 AM  
**To:** Liz Hazlett  
**Subject:** FW: International Women's Day event

**From:** Schryer, Mary <[mschryer@quispamsis.ca](mailto:mschryer@quispamsis.ca)>  
**Sent:** March 10, 2022 4:04 PM  
**To:** Mary Jane Banks <[MaryJaneBanks@rothesay.ca](mailto:MaryJaneBanks@rothesay.ca)>  
**Subject:** Re:

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Oops  
We had roughly 100 online and 35 in person 😊

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**From:** Schryer, Mary <[mschryer@quispamsis.ca](mailto:mschryer@quispamsis.ca)>  
**Sent:** March 9, 2022 3:30 PM  
**To:** Mary Jane Banks <[MaryJaneBanks@rothesay.ca](mailto:MaryJaneBanks@rothesay.ca)>  
**Subject:**

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Mayor and Council  
I would like to thank Mayor and council for co-hosting International Women's Day.  
Our guest Measha was a huge success.  
We had just shy of 100 guest both in person and online .  
Thank you  
Mary

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**KENNEBECASIS REGIONAL JOINT BOARD OF POLICE COMMISSIONERS  
BOARD MEETING OF NOVEMBER 24, 2021**

**MINUTES  
REGULAR MEETING**

Held by Zoom and In Person

**In Attendance:**

BOARD MEMBER	POSITION
Robert (Bob) McLaughlin	Chair/Quispamsis Representative
Libby O'Hara	Quispamsis Representative
Matthew (Matt) Alexander	Rothesay Representative
Chief Steve Gourdeau	KRPF Chief of Police
Kerrie Luck	Quispamsis Representative
Kevin Darling	Provincial Representative
Colin Boyne	Rothesay Representative
Cherie Madill	Secretary/Treasurer of the Board
Tanya Cyr	Secretary of the Board
Insp. Anika Becker	KRPF OIC Administration
Peter Bourque	Rothesay Representative

**Absent:**

Deputy Chief Jeff Giggey	KRPF Deputy Chief of Police
Tiffany Mackay French	Rothesay Representative
Vibhuti Harquail	Quispamsis Representative
Insp. Mary Henderson	KRPF OIC Operations

Chairman McLaughlin welcomes everyone to the meeting and calls the meeting to order. He changed the order of the agenda to be (1) Approval of Agenda, (2) Land Acknowledgement and then (3) Approval of the Minutes of October 27, 2021 Meeting, etc.

**1. APPROVAL OF AGENDA:**

Chairman McLaughlin called for a Motion to approve the revised Agenda for the Regular Meeting of November 24, 2021 as presented.

*It was moved by Libby O'Hara and seconded by Peter Bourque that the revised Agenda for the Regular Meeting of November, 2021 be approved as presented. **MOTION CARRIED.***

**2. LAND ACKNOWLEDGMENT:**

Chief Gourdeau read the Land Acknowledgement.

**3. APPROVAL OF MINUTES OF OCTOBER 27, 2021 MEETING:**

Chairman McLaughlin called for a motion to approve the Minutes of the Regular Meeting of October 27, 2021.

*It was moved by Kevin Darling and seconded by Colin Boyne that the Minutes of the Regular Meeting of October 27, 2021 be approved as presented. MOTION CARRIED.*

**4. DECLARATION OF CONFLICT OF INTEREST:**

The following conflicts were noted:

- Bob McLaughlin – Building issues

**5. SECRETARY/TREASURER REPORT:**

Cherie Madill shared her screen and went over the financial statements. Everything was in order.

*It was moved by Kevin Darling and seconded by Libby O'Hara to receive and file the Secretary/Treasurer's report as presented. MOTION CARRIED.*

**6. CHIEFS REPORT:**

Chief Gourdeau went over the highlights of his report. He advised that the community consultation process that took place last week went well. There was a good turnout and a lot of positive feedback was received. Insp. Becker provided an update on the outcomes of the session.

Libby O'Hara stated that she was at a PRUDE Recognition Dinner the Executive Director of PRUDE couldn't say enough about the community consultation session and how much she appreciated it and that she had taken information back to PRUDE. She is looking forward to our next session.

Chief Gourdeau stated we are in the initial stages of our hiring process now that the budget has been approved. He will update the board with details of the process in the new year as they unfold.

Chairman McLaughlin asked Insp. Becker about maintenance costs for the defibrillators, Insp. Becker advised that it is included for the first three (3) years after which we will be responsible for the cost. She did not have any information on what that cost will be at this time. Chief Gourdeau stated there would

be a cost for purchasing pads and batteries which could potentially be in the vicinity of \$1200-\$1400 per year. He further advised we are not obligated to keep the units, we can return them to the company or look to the sponsors to continue to pay for the maintenance costs. There appears to be no downside to this venture within the three (3) year period.

It was determined that we need to ensure all sponsors are in place before we enter into the final agreement. Chief Gourdeau stated we will be moving forward with these types of discussions with the vendor in the near future and it will be brought back to the board before a final decision is made and the agreement is signed.

Chairman McLaughlin called for a motion to receive and file the Chiefs Report.

*It was moved by Peter Bourque and seconded by Matt Alexander to receive and file the Chiefs Report.*

**MOTION CARRIED.**

## **7. COMMITTEE REPORTS:**

### Personnel:

Nothing to report.

### Building & Grounds/Transportation:

#### Vehicle

Peter Bourque advised Chief Gourdeau was inquiring as to whether we should order the two (2) vehicles that are due to be replaced in 2022 now due to supply issues across the country or wait until the new year. Chief Gourdeau advised he had a meeting today, reviewed our fleet needs and it was decided that we will begin the purchase process this week. We do not have to take possession until the vehicles are equipped and in our possession which won't happen until 2022 but due to current market shortages and supply issues it is necessary that we place our order now to ensure delivery in 2022.

#### Snowplowing Tender

Peter Bourque advised that we had issued tenders for our snowplowing needs for 2021/2022 and 2022/2023 and as a result of this process the tender was awarded to Homestar Inc., which was the only tender received. Chairman McLaughlin advised that this is likely because of the tremendous increase in insurance premiums for commercial operators, many of them are not providing the service now.

Chairman McLaughlin called for a motion to accept the snowplowing tender submitted by Homestar Inc. which was for the 2021/2022 and 2022/2023 snowplowing season for \$6000 plus taxes each year, with an option to extend for a third year for \$6300 plus taxes.

*It was moved by Peter Bourque and seconded by Libby O'Hara to accept the snowplowing tender submitted by Homestar Inc. which was for the 2021/2022 and 2022/2023 snowplowing season for \$6000 plus taxes each year, with an option to extend for a third year for \$6300 plus taxes.*

On the Question: Kevin Darling asked if we had talked to the towns about handling our snow removal? Libby O'Hara stated that the towns contract out snow removal for a lot of their properties so they would not be able to provide that service to KRPF.

Chairman McLaughlin asked again if there were other questions, nothing was brought forth. Chairman McLaughlin asked if everyone approved, they did, **MOTION CARRIED.**

Insurance/Risk Management:

Kevin Darling stated we are still waiting for our renewals to come in.

Finance:

Kevin Darling stated both towns have approved the budget. The first finance committee meeting took place this week with respect to moving forward.

Cherie Madill stated we need to approve the auditors for the 2021 audit.

Chairman McLaughlin asked for a motion to approve Teed Saunders Doyle as the auditors for the 2021 audit.

Cherie Madill advised that the cost for the 2021 will be \$8000 plus HST. Kevin Darling advised this is up marginally from last year with Cherie stating the audit cost for the past five (5) years has been \$7000 plus HST (yearly). Kevin recommended that we accept Teed Saunders Doyle as auditors for 2021 but that we tender out for 2022.

Chairman McLaughlin called for a motion to approve the auditors.

*It was moved by Kevin Darling and seconded by Matt McLaughlin that Teed Saunders Doyle be approved as auditors for 2021 at a cost of \$8000 plus HST. **MOTION CARRIED.***

Policy & Governance:

Chairman McLaughlin stated the committee should meet within the next couple of weeks.

**8. CORRESPONDENCE:**

Chairman McLaughlin advised that we received a letter from the Town of Quispamsis advising that the 2022 budget was approved. He thanked Mayor O'Hara for her response. He stated we should receive the Town of Rothesay's letter in the near future. Matt Alexander confirmed that the Town of Rothesay approved the budget.

**9. OLD BUSINESS:**

Nothing to report.

**10. NEW BUSINESS:**

Chairman McLaughlin advised that the tender item will be discussed in the Committee of the Whole instead of the Regular Meeting.

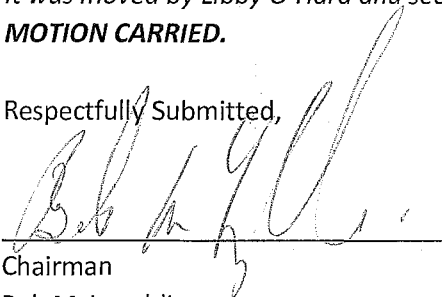
**11. MOTION TO ADJOURN:**


There being no further business to discuss, Chairman McLaughlin called for a motion to adjourn the Regular Meeting.

*It was moved by Libby O'Hara and seconded by Peter Bourque that the Regular Meeting be adjourned.*

**MOTION CARRIED.**

Respectfully Submitted,

  
\_\_\_\_\_  
Chairman  
Bob McLaughlin

  
\_\_\_\_\_  
Executive Assistant - KRPF  
Tanya Cyr

**KENNEBECASIS REGIONAL JOINT BOARD OF POLICE COMMISSIONERS**  
**STATEMENT OF FINANCIAL POSITION**  
**As at November 30, 2021**

	<u>2021</u>	<u>2020</u>
<b>-----Financial assets-----</b>		
Cash - General	425,843	403,193
Sick Pay/ Retirement Investments	883,482	900,121
Accounts Receivable	99,626	47,983
Sales tax recoverable	83,007	44,934
	<u>1,491,957</u>	<u>1,396,231</u>
<b>----Liabilities-----</b>		
Accounts payable and accrued	458,065	453,934
Remaining budget advance from Rothesay		29,901
Vested sick leave/retirement accrual	835,510	882,801
Sick leave replacement	15,299	15,299
Accrued pension benefit liability	311,900	419,600
Debenture payable	679,000	815,000
	<u>2,299,774</u>	<u>2,616,535</u>
<b>NET ASSETS (DEBT)</b>	<u>(807,816)</u>	<u>(1,220,304)</u>
<b>----Non-Financial Assets-----</b>		
Tangible capital assets (see page 2)	4,055,548	4,018,117
Accumulated amortization	<u>(2,122,155)</u>	<u>(1,954,581)</u>
	1,933,393	2,063,536
Unamortized Debenture costs	4,352	5,524
Prepaid expenses	66,912	70,927
	<u>2,004,657</u>	<u>2,139,987</u>
<b>ACCUMULATED SURPLUS</b>	<u>1,196,841</u>	<u>919,683</u>
Assets	3,496,615	3,536,219
Liabilities	3,496,615	3,536,219

**KENNEBECASIS REGIONAL JOINT BOARD OF POLICE COMMISSIONERS**  
**SCHEDULE OF TANGIBLE CAPITAL ASSETS**  
**November 30, 2021**

	<u>2021</u>			<u>2020</u>	
	-----TANGIBLE CAPITAL ASSETS-----				
	Balance			Balance	
	beginning of year	Additions	Disposals	end of year	
<b>Millennium Drive</b>					
Land	194,248	0	0	194,248	194,248
Building - Roof	42,677	0	0	42,677	42,677
Mechanical	250,628	0	0	250,628	250,628
Electrical	331,646	0	0	331,646	331,646
Other	547,754	0	0	547,754	547,754
Structure	1,106,997	0	0	1,106,997	1,106,997
	<u>2,279,702</u>	<u>0</u>	<u>0</u>	<u>2,279,702</u>	<u>2,279,702</u>
Accumulated amortization	(1,021,871)	0	0	(1,021,871)	(954,738)
Net book value of Building	<u>1,257,831</u>	<u>0</u>	<u>0</u>	<u>1,257,831</u>	<u>1,324,964</u>
Paving	52,600	0	0	52,600	52,600
Accumulated amortization	(40,765)	0	0	(40,765)	(38,135)
Net book value of paving	<u>11,835</u>	<u>0</u>	<u>0</u>	<u>11,835</u>	<u>14,465</u>
Landscaping	3,268	0	0	3,268	3,268
Accumulated amortization	(3,268)	0	0	(3,268)	(3,268)
Net book value of landscaping	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>Furnishings</b>	198,387	0	0	198,387	198,387
Accumulated amortization	(142,168)	0	0	(142,168)	(132,249)
Net book value of furnishings	<u>56,219</u>	<u>0</u>	<u>0</u>	<u>56,219</u>	<u>66,138</u>
<b>Machinery &amp; equipment</b>	80,043	0	0	80,043	103,910
Accumulated amortization	(45,961)	0	0	(45,961)	(63,841)
Net book value of equipment	<u>34,082</u>	<u>0</u>	<u>0</u>	<u>34,082</u>	<u>40,069</u>
<b>Information technology equipment</b>	494,196	0	0	494,196	463,963
Accumulated amortization	(393,685)	0	0	(393,685)	(342,082)
Net book value of IT equipment	<u>100,511</u>	<u>0</u>	<u>0</u>	<u>100,511</u>	<u>121,881</u>
<b>Vehicles</b>	753,104	0	0	753,104	722,039
Accumulated amortization	(474,437)	0	0	(474,437)	(420,268)
Net book value of vehicles	<u>278,667</u>	<u>0</u>	<u>0</u>	<u>278,667</u>	<u>301,771</u>
<b>Total Tangible Capital assets</b>	4,055,548	0	0	4,055,548	4,018,117
<b>Total Accumulated amortization</b>	(2,122,155)	0	0	(2,122,155)	(1,954,581)
<b>Net Book Value</b>	<u>1,933,393</u>	<u>0</u>	<u>0</u>	<u>1,933,393</u>	<u>2,063,536</u>



**KENNEBECASIS REGIONAL JOINT BOARD OF POLICE COMMISSIONERS**  
**STATEMENT OF OPERATIONS**  
**ELEVEN MONTHS ENDING NOVEMBER 30, 2021**

	-----ELEVEN MONTHS -----				
	----- --ACTUAL-- 		PRIOR YR	-----BUDGET-----	
<b>REVENUE:</b>					
Fees	171,055	133%	\$103,985	\$73,333	\$80,000
Taxi & Traffic Bylaw	1,633	-64%	3,815	4,583	5,000
Interest income	2,535	-8%	4,692	2,750	3,000
Retirement investment income	36,558	110%	5,712	17,417	19,000
Secondments	214,508	1%	207,619	211,681	230,925
	<u>426,289</u>	38%	<u>325,823</u>	<u>309,765</u>	<u>337,925</u>
<b>EXPENDITURE:</b>					
<b>CRIME CONTROL</b>					
Salaries	3,500,700	-2%	\$3,335,317	3,580,599	\$3,906,108
Benefits	712,370	5%	694,519	680,314	742,161
Training	41,369	-13%	34,380	47,667	52,000
Equipment	51,334	180%	27,512	18,333	20,000
Equip repairs & IT support	2,757	-70%	8,892	9,167	10,000
IT equip & services agreement	51,334	11%	45,213	46,429	50,650
Communications	78,094	4%	76,801	75,350	82,200
Office function	23,997	75%	14,698	13,750	15,000
Leasing	10,756	-24%	10,695	14,208	15,500
Policing-general	59,343	62%	41,507	36,667	40,000
Insurance	41,011	112%	17,554	19,310	21,065
Uniforms	57,970	35%	48,143	43,083	47,000
Prevention/p.r.	16,446	156%	6,469	6,417	7,000
Investigations	32,211	-32%	42,064	47,667	52,000
Detention	26,314	0%	26,289	26,308	28,700
Taxi & Traffic Bylaw	0	-100%	270	917	1,000
Auxillary	253	-93%	6,129	3,667	4,000
Public Safety	29,726	10%	27,042	27,042	29,500
Covid 19 supplies	1,244	-66%	36,630	3,667	4,000
	<u>4,737,230</u>	1%	<u>4,500,124</u>	<u>4,700,560</u>	<u>5,127,884</u>
<b>VEHICLES</b>					
Fuel	72,403	-12%	60,173	82,500	90,000
Maint./repairs	53,025	-14%	63,383	61,417	67,000
Insurance	28,085	-5%	27,011	29,712	32,413
New vehicles	125,904	56%	60,088	80,667	88,000
Equipment	7,718	40%	6,223	5,500	6,000
	<u>287,135</u>	11%	<u>216,878</u>	<u>259,795</u>	<u>283,413</u>

**STATEMENT OF OPERATIONS**  
**ELEVEN MONTHS ENDING NOVEMBER 30, 2021**

EXPENDITURE continued:	-----ELEVEN MONTHS -----				
	--ACTUAL--		PRIOR YR	-----BUDGET-----	
<b>BUILDING</b>					
Maintenance	38,810	-8%	52,727	42,167	46,000
Cleaning	40,399	47%	24,759	27,500	30,000
Electricity	34,869	-19%	38,268	43,083	47,000
Taxes	45,274	-2%	45,122	46,026	50,210
Insurance	6,833	7%	5,825	6,407	6,989
Expansion Plans	33,527	-39%	0	55,000	60,000
Grounds	10,326	-6%	10,799	11,000	12,000
Interest on Debenture	18,482	6%	21,254	17,417	19,000
Debenture Principal	128,333	0%	124,667	128,333	140,000
	<u>356,854</u>	-5%	<u>323,421</u>	<u>376,932</u>	<u>411,199</u>
<b>ADMINISTRATION</b>					
Salaries	762,518	3%	710,071	739,706	806,952
Benefits	158,946	-6%	170,987	169,613	185,032
Professional Fees	69,206	19%	65,011	58,208	63,500
Travel/Training	19,403	-12%	18,749	22,000	24,000
Board Travel/Expenses	3,051	-33%	956	4,583	5,000
Insurance	4,041	137%	1,548	1,703	1,858
Labour Relations	4,321	-64%	16,691	11,917	13,000
Extraneous legal fees	3,629		152,423		
Sick Pay/Retirement	55,422	0%	62,117	55,422	60,460
Retirement int & dividends	24,660	42%	5,712	17,417	19,000
	<u>1,105,196</u>	2%	<u>1,204,265</u>	<u>1,080,569</u>	<u>1,178,802</u>
<b>TELECOM/DISPATCH</b>					
Dispatch Centre Annual Fee	232,846		0	237,395	258,976
Data/networking Charges	9,362		0	9,785	10,675
Part of the startup costs	18,240		0	54,052	58,966
	<u>260,448</u>		<u>0</u>	<u>301,232</u>	<u>328,617</u>
	6,320,574	-1%	5,918,866	6,409,324	6,991,990
<b>CONTRIBUTED BY MEMBER TOWNS</b>	6,409,323		5,895,285	6,409,324	6,991,990
<b>SURPLUS (DEFICIT)</b>	<u>88,749</u>		<u>(23,581)</u>	<u>\$0</u>	<u>\$0</u>

## NOTES TO THE FINANCIAL STATEMENTS

November 30, 2021

## STATEMENT OF FINANCIAL POSITION

BANK balance		425,843	at November 30, 2021
ACCOUNTS PAYABLE balance	458,065		
Debenture costs to be paid in December	(136,315)		
	-----		
Current Accounts Payable		321,750	Paid in December
		-----	
Extra (Shortfall) in bank account		104,093	

*Prepays* include insurance, property taxes, Axon software/equip & Managed Health Care's deposit of \$23,000

## STATEMENT OF OPERATIONS

*Crime Control:*

	<u>2021</u>	<u>2020</u>	lower
* Benefits Health insurance	\$183,524	\$184,980	-0.79%
Retirees health insurance	(1,331)	(5,332)	

Overtime:	Nov 27/21	Nov 28/20	difference
OT	74,105	70,105	4,000
Court OT	12,566	7,680	4,886
Total overtime costs	<b>86,671</b>	<b>77,785</b>	<b>8,886</b>

*Administration:*

	<u>2021</u>	<u>2020</u>	lower
* Benefits Health Insurance	41,705	52,222	-20.14%
Retirees health insurance	817	707	

Benefits include - employer share of CPP, EI, Worksafe NB, Health insurance, counselling & pension

<u>Included in professional fees:</u>	<u>2021</u>	<u>2020</u>
Record check online ordering system fees	19,830	14,109
Bank & credit/debit card payment fees	2,760	2,454

# Town of Rothesay

## General Fund Financial Statements

2022-01-31

**Includes:**

General Capital Fund Balance Sheet	G2
General Reserve Fund Balance Sheet	G3
General Operating Fund Balance Sheet	G4
General Operating Revenue & Expenditures	G5-G9
Variance Report	G10
Capital Summary	G11

# Town of Rothesay

## Balance Sheet - Capital General Fund 2022-01-31

### ASSETS

Capital Assets - General Land	4,515,620
Capital Assets - General Fund Land Improvements	8,549,962
Capital Assets - General Fund Buildings	5,492,528
Capital Assets - General Fund Vehicles	3,862,581
Capital Assets - General Fund Equipment	3,463,504
Capital Assets - General Fund Roads & Streets	42,993,433
Capital Assets - General Fund Drainage Network	20,857,922
Capital Assets - Under Construction - General	1,035,502
	<u>90,771,053</u>

Accumulated Amortization - General Fund Land Improvements	(4,180,268)
Accumulated Amortization - General Fund Buildings	(2,530,042)
Accumulated Amortization - General Fund Vehicles	(2,150,442)
Accumulated Amortization - General Fund Equipment	(1,632,966)
Accumulated Amortization - General Fund Roads & Streets	(21,477,848)
Accumulated Amortization - General Fund Drainage Network	(7,473,121)
	<u>(39,444,687)</u>

\$ 51,326,366

### LIABILITIES AND EQUITY

Gen Capital due to/from Gen Operating	(510,000)
Total Long Term Debt	5,718,000

Total Liabilities \$ 5,208,000

Investment in General Fund Fixed Assets	46,118,366
---	------------

\$ 51,326,366

## Town of Rothesay

Balance Sheet - General Fund Reserves  
2022-01-31

### ASSETS

BNS Gas Tax Interest Account	4,319,484
BNS General Operating Reserve #214-15	905,395
BNS General Capital Reserves #2261-14	1,379,383
	<u>\$ 6,604,263</u>

### LIABILITIES AND EQUITY

Def. Rev - Gas Tax Fund - General	3,890,604
Invest. in General Capital Reserve	1,210,029
General Gas Tax Funding	428,880
Invest. in General Operating Reserve	905,395
Invest. in Land for Public Purposes Reserve	150,264
Invest. in Town Hall Reserve	19,091
	<u>\$ 6,604,263</u>

**Town of Rothesay**  
 Balance Sheet - General Operating Fund  
 2022-01-31

CURRENT ASSETS

Cash	1,729,738
Receivables	226,849
HST Receivable	349,418
Inventory	31,163
Gen Operating due to/from Util Operating	604,989
Total Current Assets	<u>2,942,157</u>
Other Assets:	
Projects	22,310
	<u>22,310</u>
 TOTAL ASSETS	 <u><u>2,964,467</u></u>

CURRENT LIABILITIES AND EQUITY

Accounts Payable	948,944
Other Payables	623,765
Gen Operating due to/from Gen Capital	510,000
Accrued Pension Obligation	(4,900)
Accrued Retirement Allowance	446,306
Def. Rev-Quispamsis/Library Share	78,686
TOTAL LIABILITIES	<u>2,602,801</u>

EQUITY

Retained Earnings - General	302,753
Surplus/(Deficit) for the Period	58,914
	<u>361,667</u>
	<u><u>2,964,467</u></u>

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## Town of Rothesay

Statement of Revenue & Expenditure  
1 Months Ended 2022-01-31

	CURRENT MONTH	BUDGET FOR MONTH	CURRENT Y-T-D	BUDGET Y-T-D	VARIANCE Better(Worse)	NOTE #	ANNUAL BUDGET
<b>REVENUE</b>							
Warrant of Assessment	1,515,126	1,515,126	1,515,126	1,515,126	0		18,181,510
Sale of Services	20,157	47,875	20,157	47,875	(27,717)		447,600
Services to Province of New Brunswick	5,000	5,000	5,000	5,000	0		60,000
Other Revenue from Own Sources	3,030	6,520	3,030	6,520	(3,489)		94,943
Unconditional Grant	10,915	10,914	10,915	10,914	0		130,973
Conditional Transfers	0	0	0	0	0		40,000
Other Transfers	52,674	52,674	52,674	52,674	0		1,102,674
	<u>\$1,606,902</u>	<u>\$1,638,109</u>	<u>\$1,606,902</u>	<u>\$1,638,109</u>	<u>-\$31,206</u>		<u>\$20,057,700</u>
<b>EXPENSES</b>							
General Government Services	388,895	405,792	388,895	405,792	16,896		2,543,617
Protective Services	430,771	433,773	430,771	433,773	3,002		5,765,750
Transportation Services	389,173	379,783	389,173	379,783	(9,390)		3,759,551
Environmental Health Services	66,868	68,083	66,868	68,083	1,215		862,000
Environmental Development	73,830	89,832	73,830	89,832	16,003		682,700
Recreation & Cultural Services	198,374	221,123	198,374	221,123	22,749		2,297,632
Fiscal Services	77	2,333	77	2,333	2,256		4,146,450
	<u>\$1,547,988</u>	<u>\$1,600,720</u>	<u>\$1,547,988</u>	<u>\$1,600,720</u>	<u>\$52,732</u>		<u>\$20,057,700</u>
Surplus (Deficit) for the Year	<u>\$58,914</u>	<u>\$37,388</u>	<u>\$58,914</u>	<u>\$37,388</u>	<u>\$21,526</u>		<u>\$ -</u>



## Town of Rothesay

Statement of Revenue & Expenditure  
1 Months Ended 2022-01-31

G6

	CURRENT MONTH	BUDGET FOR MONTH	CURRENT Y-T-D	BUDGET YTD	VARIANCE Better(Worse)	NOTE #	ANNUAL BUDGET
<b>REVENUE</b>							
<b>Sale of Services</b>							
Bill McGuire Memorial Centre	518	1,667	518	1,667	(1,149)		20,000
Town Hall Rent	7,116	6,083	7,116	6,083	1,033		73,000
Community Garden	0	0	0	0	0		1,000
Fox Farm Rental	0	1,667	0	1,667	(1,667)		20,000
Arena Revenue	12,794	35,483	12,794	35,483	(22,690)		224,900
Recreation Programs	(270)	2,975	(270)	2,975	(3,245)		108,700
	<u>20,157</u>	<u>47,875</u>	<u>20,157</u>	<u>47,875</u>	<u>(27,717)</u>		<u>447,600</u>
<b>Other Revenue from Own Sources</b>							
Licenses & Permits	2,081	4,583	2,081	4,583	(2,502)		55,000
Recycling Dollies & Lids	26	67	26	67	(41)		800
Interest & Sundry	923	1,000	923	1,000	(77)		12,000
Miscellaneous	0	870	0	870	(870)		10,435
Fire Dept. Administration	0	0	0	0	0		12,000
Local Improvement Levy Mulberry Lane	0	0	0	0	0		4,708
	<u>3,030</u>	<u>6,520</u>	<u>3,030</u>	<u>6,520</u>	<u>(3,489)</u>		<u>94,943</u>
<b>Conditional Transfers</b>							
Canada Day Grant	0	0	0	0	0		1,500
Grant - Other	0	0	0	0	0		38,500
	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>		<u>40,000</u>
<b>Other Transfers</b>							
Surplus of 2nd Previous Year	52,674	52,674	52,674	52,674	0		52,674
Utility Fund Transfer	0	0	0	0	0		1,050,000
	<u>52,674</u>	<u>52,674</u>	<u>52,674</u>	<u>52,674</u>	<u>0</u>		<u>1,102,674</u>

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EXPENSES

General Government Services

Legislative

Mayor	3,104	3,917	3,104	3,917	812	47,000
Councillors	10,821	11,258	10,821	11,258	437	135,100
Regional Service Commission	0	0	0	0	0	6,000
Other	225	208	225	208	(17)	12,500
	<u>14,150</u>	<u>15,383</u>	<u>14,150</u>	<u>15,383</u>	<u>1,233</u>	<u>200,600</u>

Administrative

Administration - Wages & Benefits	85,567	83,994	85,567	83,994	(1,573)	1,173,817
Office Building	6,691	10,375	6,691	10,375	3,684	179,250
Supplies	12,033	11,000	12,033	11,000	(1,033)	144,000
Solicitor	0	4,167	0	4,167	4,167	50,000
Professional Fees	0	917	0	917	917	35,000
Covid-19 Expenses	1,355	2,083	1,355	2,083	728	25,000
Other	12,204	16,137	12,204	16,137	3,933	116,110
	<u>117,849</u>	<u>128,673</u>	<u>117,849</u>	<u>128,673</u>	<u>10,823</u>	<u>1,723,177</u>

Other General Government Services

Website/Other	714	890	714	890	176	2,763
Community Communications (Team)	78	603	78	603	525	7,237
Civic Relations	0	83	0	83	83	1,000
Insurance	254,475	256,784	254,475	256,784	2,309	256,784
Donations	300	3,042	300	3,042	2,742	36,500
Cost of Assessment	0	0	0	0	0	293,934
Property Taxes - L.P.P.	0	0	0	0	0	17,622
Fox Farm Rental Expenses	1,328	333	1,328	333	(995)	4,000
	<u>256,896</u>	<u>261,736</u>	<u>256,896</u>	<u>261,736</u>	<u>4,840</u>	<u>619,840</u>

Total General Government Services

	<u>388,895</u>	<u>405,792</u>	<u>388,895</u>	<u>405,792</u>	<u>16,896</u>	<u>2,543,617</u>
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Protective Services

Police						
Police Protection	252,932	252,932	252,932	252,932	0	3,035,186
Crime Stoppers	0	0	0	0	0	2,800
	<u>252,932</u>	<u>252,932</u>	<u>252,932</u>	<u>252,932</u>	<u>0</u>	<u>3,037,986</u>

Fire

Fire Protection	177,758	177,758	177,758	177,758	0	2,360,764
Water Costs Fire Protection	0	0	0	0	0	330,000
	<u>177,758</u>	<u>177,758</u>	<u>177,758</u>	<u>177,758</u>	<u>0</u>	<u>2,690,764</u>

Emergency Measures

EMO Director/Committee	81	1,667	81	1,667	1,585	20,000
	<u>81</u>	<u>1,667</u>	<u>81</u>	<u>1,667</u>	<u>1,585</u>	<u>20,000</u>

Other

Animal & Pest Control	0	417	0	417	417	5,000
Other	0	1,000	0	1,000	1,000	12,000
	<u>0</u>	<u>1,417</u>	<u>0</u>	<u>1,417</u>	<u>1,417</u>	<u>17,000</u>

Total Protective Services

	<u>430,771</u>	<u>433,773</u>	<u>430,771</u>	<u>433,773</u>	<u>3,002</u>	<u>5,765,750</u>
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**Transportation Services**

**Common Services**

Administration (Wages & Benefits)	131,745	144,874	131,745	144,874	13,129	1,873,000
Workshops, Yards & Equipment	73,527	51,847	73,527	51,847	(21,680)	679,413
Engineering	2,414	417	2,414	417	(1,997)	5,000
	<u>207,686</u>	<u>197,137</u>	<u>207,686</u>	<u>197,137</u>	<u>(10,548)</u>	<u>2,557,413</u>

Roads & Streets	0	950	0	950	950	55,000
Crosswalks & Sidewalks	0	1,112	0	1,112	1,112	20,200
Culverts & Drainage Ditches	0	1,000	0	1,000	1,000	60,000
Street Cleaning & Flushing	0	0	0	0	0	45,000
Snow & Ice Removal	166,862	160,833	166,862	160,833	(6,029)	667,000
Flood Costs	0	0	0	0	0	15,000
	<u>166,862</u>	<u>163,896</u>	<u>166,862</u>	<u>163,896</u>	<u>(2,967)</u>	<u>862,200</u>

Street Lighting	12,074	12,083	12,074	12,083	9	145,000
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**Traffic Services**

Street Signs	0	1,042	0	1,042	1,042	12,500
Traffic Lanemarking	0	0	0	0	0	40,000
Traffic Signals	802	3,333	802	3,333	2,532	40,000
Railway Crossing	1,603	2,083	1,603	2,083	480	25,000
	<u>2,405</u>	<u>6,458</u>	<u>2,405</u>	<u>6,458</u>	<u>4,054</u>	<u>117,500</u>

**Public Transit**

Public Transit - Comex Service	0	0	0	0	0	74,938
Public Transit - Other	146	208	146	208	62	2,500
	<u>146</u>	<u>208</u>	<u>146</u>	<u>208</u>	<u>62</u>	<u>77,438</u>

<b>Total Transportation Services</b>	<u>389,173</u>	<u>379,783</u>	<u>389,173</u>	<u>379,783</u>	<u>(9,390)</u>	<u>3,759,551</u>
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**Environmental Health Services**

Solid Waste Disposal Land Fill garbage	17,559	17,500	17,559	17,500	(59)	210,000
Solid Waste Disposal Landfill Compost	1,762	3,000	1,762	3,000	1,238	36,000
Solid Waste Collection Fero	47,547	47,583	47,547	47,583	36	571,000
Clean Up Campaign	0	0	0	0	0	45,000
	<u>66,868</u>	<u>68,083</u>	<u>66,868</u>	<u>68,083</u>	<u>1,215</u>	<u>862,000</u>

**Environmental Development Services**

**Planning & Zoning**

Administration	25,830	36,341	25,830	36,341	10,511	460,000
Planning Projects	0	2,083	0	2,083	2,083	25,000
Heritage Committee	0	208	0	208	208	2,500
	<u>25,830</u>	<u>38,632</u>	<u>25,830</u>	<u>38,632</u>	<u>12,803</u>	<u>487,500</u>

**Envision Saint John**

Tourism	48,000	48,000	48,000	48,000	0	192,000
	0	3,200	0	3,200	3,200	3,200
	<u>48,000</u>	<u>51,200</u>	<u>48,000</u>	<u>51,200</u>	<u>3,200</u>	<u>195,200</u>
	<u>73,830</u>	<u>89,832</u>	<u>73,830</u>	<u>89,832</u>	<u>16,003</u>	<u>682,700</u>

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Recreation & Cultural Services

Administration	29,173	27,666	29,173	27,666	(1,507)	385,025	G9
Beaches	0	0	0	0	0	51,000	
Rothsay Arena	18,304	31,149	18,304	31,149	12,845	383,000	
Memorial Centre	1,086	5,333	1,086	5,333	4,248	72,988	
Summer Programs	0	0	0	0	0	61,800	
Parks & Gardens	40,522	45,534	40,522	45,534	5,011	638,500	
Rothsay Common Rink	9,750	9,840	9,750	9,840	90	54,800	
Playgrounds and Fields	1,945	1,750	1,945	1,750	(195)	134,000	
The Hive expenses	20	2,475	20	2,475	2,455	29,700	
Regional Facilities Commission	89,025	89,026	89,025	89,026	0	356,102	
Kennebecasis Public Library	6,935	6,935	6,935	6,935	0	83,217	
Special Events	1,614	1,417	1,614	1,417	(197)	40,000	
PRO Kids	0	0	0	0	0	7,500	
	<u>198,374</u>	<u>221,123</u>	<u>198,374</u>	<u>221,123</u>	<u>22,749</u>	<u>2,297,632</u>	

Fiscal Services

Debt Charges							
Interest	77	2,333	77	2,333	2,256	187,450	
Debt Payments	0	0	0	0	0	784,000	
	<u>77</u>	<u>2,333</u>	<u>77</u>	<u>2,333</u>	<u>2,256</u>	<u>971,450</u>	

Transfers To:

Capital Fund for Capital Expenditures	0	0	0	0	0	3,000,000	
Reserve Funds	0	0	0	0	0	175,000	
	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3,175,000</u>	
	<u>77</u>	<u>2,333</u>	<u>77</u>	<u>2,333</u>	<u>2,256</u>	<u>4,146,450</u>	

# Town of Rothesay

## Variance Report - General Fund

1 month ending January 31, 2022

Note #		Actual	Budget	Better/(Worse)	Description of Variance
<b>Revenue</b>					
1	Arena Revenue	\$ 20,157	\$ 47,875	\$ (27,717)	Cancellation and closures due to covid
<hr/>					
		Total		\$ (27,717)	
		Variance per Statement		\$ (31,206)	
		Explained		88.82%	
<b>Expenditures</b>					
<b>General Government</b>					
	Administrative	\$ 117,849	\$ 128,673	\$ 10,824	Timing of expenses
<hr/>					
<b>Protective Services</b>					
				\$ -	
<hr/>					
<b>Transportation</b>					
3	Administration (Wages/Benefits)	\$ 131,745	\$ 144,874	\$ 13,129	2 vacancies
4	Workshops/Yards & Equipment	\$ 73,527	\$ 51,847	\$ (21,680)	\$17K higher fuel costs and vehicle repairs
<hr/>					
<b>Environmental Health</b>					
				\$ -	
<hr/>					
<b>Environmental Development</b>					
5	Administration	\$ 25,830	\$ 36,341	\$ 10,511	Software budget timing
<hr/>					
<b>Recreation &amp; Cultural Services</b>					
6	Arena	\$ 18,304	\$ 31,149	\$ 12,845	Wages lower sick time, lower mtce due to closure
				\$ -	
<hr/>					
<b>Fiscal Services</b>					
				\$ -	
<hr/>					
		Total		\$ 25,629	
		Variance per Statement		\$ 21,526	
		Explained		119%	

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Town of Rothesay

Capital Projects 2022  
General Fund  
1 Months Ended 2022-01-31

	ANNUAL BUDGET	CURRENT Y-T-D	Remaining Budget
<b>General Government</b>			
12010560 Town Hall Improvements G 2020 009	100,000	4,079	95,921
12010760 IT G 2022 001	110,000	0	110,000
Total General Government	210,000	0	205,921
<b>Protective Services</b>			
12011560 Protective Serv. Equipment Purchases P-20:	1,250,000	0	1,250,000
Total Protective Services	1,250,000	0	1,250,000
<b>Transportation</b>			
12028060 Asphalt T 2022 001	2,010,000	0	2,010,000
12028160 Designated Highway T 2022 002	500,000	0	500,000
12028260 Buildings Master Drive HVAC T 2022 003	85,000	0	85,000
12028360 Intersection Improvement T 2022 004	420,000	0	420,000
12028460 Fleet Replacement T 2022 005	715,000	0	715,000
Unassigned:			
Total Transportation	3,730,000	0	3,730,000
<b>Recreation</b>			
12028560 Recreation Purchases R 2022 001	235,000	0	235,000
12028660 Recreation Pickle Ball R 2022 002	50,000	0	50,000
12028760 Arena Renovation R 2022 003	2,000,000	0	2,000,000
Total Recreation	2,285,000	0	2,285,000
<b>Carryovers</b>			
12027760 2021 Asphalt Engineering T-2021-001	0	3,109	-3,109
12027160 Wells Field Replacement R-2020-002	0	438	-438
12021860 Town Hall Improvements G-2020-009	0	14,684	-14,684
	0	18,231	-18,231
<b>Total</b>	<b>\$ 7,475,000</b>	<b>\$ 22,310</b>	<b>\$ 7,452,690</b>

	Budget
Sweeper	340,000
2 - 1Tons	167,000
2 - 1/2Tons	104,000
Chipper	104,000
	715,000

2022 Budget and Funding Allocation

Funding	2022	Operating	Reserve	Borrow	Gas Tax	Grant
General Government	210,000	210,000				
Protective Services	1,250,000			1,250,000		
Transportation	3,730,000	2,505,000			850,000	375,000
Recreation	2,285,000	285,000			2,000,000	
<b>Total</b>	<b>\$ 7,475,000</b>	<b>\$ 3,000,000</b>	<b>\$ -</b>	<b>\$ 1,250,000</b>	<b>\$ 2,850,000</b>	<b>\$ 375,000</b>

# Town of Rothesay

2022-01-31

219500-60

## Donations/Cultural Support

Budget  
2022

Paid to date

KV3C	2,500.00	
NB Medical Education Trust	5,000.00	
KV Food Basket	5,000.00	
Fairweather Scholarship	1,000.00	
Saint John Theatre Company	1,000.00	
Symphony NB	1,000.00	

sub 15,500.00 -

### Other:

21,000.00

Junior Achievement		300.00
RNS Youth for Youth		
Make-A-Wish Canada		
Compassionate Grief Centre		
YMCA		
SJ Regional Hospital Foundation		
St Joseph's Hospital Foundation		
Kennebecasis Lions Club - Tony McGuire		
Empty Stocking Fund		
First Steps		
Alzheimer's Soceity NB		
Town of Quispamsis - Food Bank		
Kennebecasis Food basket		

sub 21,000.00 300.00

36,500.00 300.00

G/L Balance

22,146.81

2022-01-31

211200-60

Mayor's Expense	10,000.00	
Cell		20.86
YMCA of Greater SJ - Annual Red Triangle Awards		
Prude		

10,000.00 20.86

G/L Balance

### Other:

Kennebecasis Crimestoppers	2,800.00	Protective Services
PRO Kids	7,500.00	Recreation

10,300.00 320.86

# Town of Rothesay

## Utility Fund Financial Statements

January 31, 2022

**Attached Reports:**

Capital Balance Sheet

U1

Reserve Balance Sheet

U2

Operating Balance Sheet

U3

Operating Income Statement

U4

Variance Report

U5

Capital Summary

U6



## Town of Rothesay

## Capital Balance Sheet

As at 2022-01-31

ASSETS

## Assets:

Capital Assets - Under Construction - Utilities	1,523,835
Capital Assets Utilities Land	119,970
Capital Assets Utilities Buildings	1,953,740
Capital Assets Utilities Equipment	803,922
Capital Assets Utilities Water System	27,756,293
Capital Assets Utilities Sewer System	24,095,854
Capital Assets Utilities Land Improvements	42,031
Capital Assets Utilities Roads & Streets	220,011
Capital Assets Utilities Vehicles	113,001
	<u>56,628,658</u>

Accumulated Amortization Utilites Buildings	(725,668)
Accumulated Amortization Utilites Water System	(8,223,909)
Accumulated Amortization Utilites Sewer System	(8,955,197)
Accumulated Amortization Utilites Land Improvements	(42,031)
Accumulated Amortization Utilites Vehicles	(30,341)
Accumulated Amortization Utilites Equipment	(222,747)
Accumulated Amortization Utilites Roads & Streets	(19,067)
	<u>(18,218,960)</u>

TOTAL ASSETS	<u><u>38,409,699</u></u>
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LIABILITIES

## Current:

Total Current Liabilities	<u>-</u>
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## Long-Term:

Long-Term Debt	<u>8,501,192</u>
Total Liabilities	<u>8,501,192</u>

EQUITY

## Investments:

Investment in Fixed Assets	<u>29,908,507</u>
Total Equity	<u>29,908,507</u>

TOTAL LIABILITIES & EQUITY	<u><u>38,409,699</u></u>
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Town of Rothesay  
Balance Sheet - Utilities Fund Reserves  
2022-01-31

ASSETS

BNS Utility Capital Reserve # 00241 12	1,350,846
	<u>\$ 1,350,846</u>

LIABILITIES AND EQUITY

Invest. in Utility Capital Reserve	947,672
Invest. in Utility Operating Reserve	106,371
Invest. in Sewerage Outfall Reserve	296,803
	<u>\$ 1,350,846</u>

**Town of Rothesay**  
 Utilities Fund Operating Balance Sheet  
 As at 2022-01-31

ASSETS

Current assets:		
Accounts Receivable Net of Allowance		665,376
Total Current Assets		<u>665,376</u>
Other Assets:		
Projects		1,199
		<u>1,199</u>
 TOTAL ASSETS		 <u>\$ 666,575</u>

LIABILITIES

Accrued Payables	18,322
Due from General Fund	604,989
Deferred Revenue	13,346
Total Liabilities	<u>636,658</u>

EQUITY

Surplus:		
Opening Retained Earnings		41,756
Profit (Loss) to Date		<u>(11,839)</u>
		<u>29,917</u>
 TOTAL LIABILITIES & EQUITY		 <u>\$ 666,575</u>

**Town of Rothesay**  
**Utilities Operating Income Statement**  
**1 Months Ended 2022-01-31**

	CURRENT MONTH	BUDGET FOR MONTH	CURRENT YTD	BUDGET YTD	VARIANCE Better(Worse)	NOTE #	ANNUAL BUDGET
<b>RECEIPTS</b>							
Sale of Water	0	0	0	0	0		1,127,500
Meter and non-hookup fees	0	0	0	0	0		50,000
Water Supply for Fire Prot.	0	0	0	0	0		330,000
Local Improvement Levy	0	0	0	0	0		59,000
Sewerage Services	0	0	0	0	0		1,860,000
Connection Fees	0	6,667	0	6,667	(6,667)	1	80,000
Interest Earned	8,290	6,667	8,290	6,667	1,624	2	80,000
Misc. Revenue	225	440	225	440	(215)		5,280
Surplus - Previous Years	48,220	48,220	48,220	48,220	0		48,220
<b>TOTAL RECEIPTS</b>	<b>56,735</b>	<b>61,993</b>	<b>56,735</b>	<b>61,993</b>	<b>(5,258)</b>		<b>3,640,000</b>
<b>WATER SUPPLY</b>							
Share of Overhead Expenses	0	0	0	0	0		420,000
Audit/Legal/Training	2,615	625	2,615	625	(1,990)	3	15,000
Other Water	67	167	67	167	99		2,000
Purification & Treatment	23,099	19,458	23,099	19,458	(3,641)	4	487,500
Transmission & Distribution	17,580	10,000	17,580	10,000	(7,580)	5	120,000
Power & Pumping	3,396	3,667	3,396	3,667	271		44,000
Billing/Collections	1,218	417	1,218	417	(801)		5,000
Water Purchased	212	83	212	83	(129)		1,000
Misc. Expenses	3,946	3,417	3,946	3,417	(530)		17,000
McGuire Road Operating	0	1,583	0	1,583	1,583		19,000
<b>TOTAL WATER SUPPLY</b>	<b>52,133</b>	<b>39,417</b>	<b>52,133</b>	<b>39,417</b>	<b>(12,717)</b>		<b>1,130,500</b>
<b>SEWERAGE COLLECTION &amp; DISPOSAL</b>							
Share of Overhead Expenses	0	0	0	0	0		630,000
Audit/Legal/Training	497	417	497	417	(80)		11,000
Collection System Maintenance	0	3,917	0	3,917	3,917	6	79,000
Sewer Claims	5,429	5,000	5,429	5,000	(429)		20,000
Lift Stations	3,785	4,667	3,785	4,667	882		56,000
Treatment/Disposal	5,688	6,500	5,688	6,500	812		93,500
Misc. Expenses	1,043	1,417	1,043	1,417	374		17,000
<b>TOTAL SWGE COLLECTION &amp; DISPOSAL</b>	<b>16,441</b>	<b>21,917</b>	<b>16,441</b>	<b>21,917</b>	<b>5,476</b>		<b>906,500</b>
<b>FISCAL SERVICES</b>							
Interest on Bank Loans	0	0	0	0	0		18,194
Interest on Long-Term Debt	0	0	0	0	0		268,998
Principal Repayment	0	0	0	0	0		535,808
Transfer to Reserve Accounts	0	0	0	0	0		80,000
Capital Fund Through Operating	0	0	0	0	0		700,000
<b>TOTAL FISCAL SERVICES</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>		<b>1,603,000</b>
<b>TOTAL EXPENSES</b>	<b>68,574</b>	<b>61,333</b>	<b>68,574</b>	<b>61,333</b>	<b>(7,241)</b>		<b>3,640,000</b>
<b>NET INCOME (LOSS) FOR THE PERIOD</b>	<b>(11,839)</b>	<b>660</b>	<b>(11,839)</b>	<b>660</b>	<b>(12,499)</b>		<b>(0)</b>

# Town of Rothesay

## Variance Report - Utility Operating

1 month ending January 31, 2022

Note #	Account Name	Actual YTD	Budget YTD	Variance Better(worse)	Description of Variance
<b>Revenue</b>					
1	Sale of Water	\$ -	\$ -	\$ -	
2	Connection Fees	\$ -	\$ 6,667	\$ (6,667)	No activity to date
3	Interest Earned	\$ 8,290	\$ 6,667	\$ 1,623	Conservative budget
<b>Water Supply</b>					
4	Audit/Legal/Training	\$ 2,615	\$ 625	\$ (1,990)	Nothing budgeted for legal fees
5	Purification /Treatment	\$ 23,099	\$ 19,458	\$ (3,641)	Timing
6	Transmission & Distribution	\$ 17,580	\$ 10,000	\$ (7,580)	Timing
<b>Sewerage Collection &amp; Disposal</b>					
6	Collection System Maintenance	\$ 5,226	\$ 1,667	\$ (3,559)	No flushing or maintenance
<b>Fiscal Services</b>					

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# Town of Rothesay

Capital Projects 2021

Utility Fund

1 Months Ended 2022-01-31

	Original BUDGET	Revisions	CURRENT Y-T-D	Remaining Budget		
<b>WATER</b>						
12045330 Station Road Water Line Replacement W-2020-003	250,000		0	250,000		
12044330 Shadow Hill Watermain W-2020-002	400,000		0	400,000		
12043430 Well Development - Quality W-2021-004	290,000		0	290,000		
12045730 College Hill Water Line S-2020-001	708,000		0	708,000		
12045830 Hillside Tank Heater & Mixer W-2021-001	60,000		0	60,000		
	<u>\$ 1,708,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,708,000</u>		
<b>SEWER</b>						
12046030 Turnbull Court Design S-2021-001	1,000,000		0	1,000,000		
12044830 Sewer Costs in Asphalt Contract T-2021-005	95,000		0	95,000		
12045430 Conversion to Digital Radio S-2020-006	35,000		0	35,000		
12044130 WWTP Design Phase 2 S-2017-001	1,000,000		1,199	998,801		
12045930 Seville Sewer Repair S-2021-007	100,000		0	0		
	<u>2,230,000</u>	<u>-</u>	<u>1,199</u>	<u>2,128,801</u>		
<b>Total Approved</b>	<u>3,938,000</u>	<u>-</u>	<u>1,199</u>	<u>3,836,801</u>		
<b>Carryovers</b>						
Funded from Reserves						
12045030 Turnbull Court Design S-2020-001	500,000		0	500,000		
	<u>500,000</u>	<u>0</u>	<u>0</u>	<u>500,000</u>		
	<u>4,438,000</u>	<u>-</u>	<u>1,199</u>	<u>4,336,801</u>		
<b>Funding:</b>						
	Total	Reserves	Gas Tax	Grants	Borrow	Operating
Water	1,708,000	240,000	603,000	115,000	60,000	470,000
Sewer	2,230,000		150,000	710,000	1,640,000	230,000
	<u>\$ 3,938,000</u>	<u>\$ 240,000</u>	<u>\$ 753,000</u>	<u>\$ 825,000</u>	<u>\$ 1,700,000</u>	<u>\$ 700,000</u>



# ROUTESAY

AGE FRIENDLY ADVISORY COMMITTEE MEETING  
Webex Videoconference  
Tuesday, February 22, 2022 at 10:00 a.m.



**DRAFT**

**PRESENT:** MAYOR NANCY GRANT, *ex-officio member*  
COUNCILLOR HELEN BOYLE  
JILL JENNINGS  
DR. SHAWN JENNINGS  
NANCY HASLETT  
DIANE O'CONNOR, CHAIRPERSON  
WILLA MAVIS  
ROBERT TAYLOR  
MIRIAM WELLS, VICE-CHAIRPERSON

RECREATION COORDINATOR KERI FLOOD (*joined at 10:13 a.m.*)  
AGE-FRIENDLY COMMUNITY COORDINATOR KIRSTIN DUFFLEY  
RECORDING SECRETARY LIZ HAZLETT

**ABSENT:** CHRISTINA BARRINGTON  
ANGELA CAMPBELL  
SAMAH EL MAGHLAWY  
JEAN PORTER MOWATT  
NEA STEPHENSON  
TOWN MANAGER JOHN JARVIE

Chairperson O'Connor called the videoconference to order at 10:00 a.m.

## 1. APPROVAL OF AGENDA

**MOVED** by M. Wells and seconded by R. Taylor the agenda be approved as circulated.

**CARRIED.**

## 2. ADMINISTRATION

### 2.1 Member Statement

All members were requested to sign the Member Statement and return it to Town Hall. Members can submit their form by email, mail, or drop them off at Town Hall.

## 3. APPROVAL OF MINUTES

### 3.1 Meeting minutes of January 18, 2022.

**MOVED** by Counc. Boyle and seconded by N. Haslett the Age Friendly Advisory Committee meeting minutes of January 18, 2022 be adopted as circulated.

**CARRIED.**

## 4. DECLARATION OF CONFLICT OF INTEREST

N/A

## 5. DELEGATIONS

N/A

**6. REPORTS AND PRESENTATIONS****6.1 Newcomer Survey Results**

K. Duffley reported 21 responses were received. She offered to schedule a meeting with S. El Maghlawy to discuss the next steps. The Committee noticed respondents are interested in opportunities to volunteer, learn or improve English language skills, and meet new people. The Committee proposed staff compile a list of volunteer opportunities to be promoted – in the facility, on social media, on the radio (PSAs), and through the email distribution list – once pandemic restrictions ease further. K. Duffley reported a database, of individuals that expressed interest in volunteering on their membership forms, has been created. M. Wells mentioned the Saint John Newcomers Centre hosted a program, at the Kennebecasis Public Library, to help newcomers learn and practice English language skills. The Committee was amenable to inviting the facilitator to host a Coffee and Chat, for this purpose, at the Rothesay Hive.

**7. UNFINISHED BUSINESS**

N/A

**8. NEW BUSINESS****8.1 Age-Friendly Programming Update**

K. Duffley reported the following:

- Rothesay Hive:
  - Closed in January – reopened February 7<sup>th</sup>
    - Steady participation
  - The Facebook Group has grown to 397 members
  - Memberships: 57
  - Email distribution list: approx. 140
  - Bridge and Mahjong classes
- Bill McGuire Centre fitness classes will resume in March
- “Random Acts of Kindness” Mindful Moments video posted February 17<sup>th</sup>
  - (Engagement: 410, Reach: 1093, and Views: 388)
- Winter Speaker Series (Fundy Winterfest)
  - Virtual events Thursdays at 6 p.m. from February – March,
    - Norah Emerson *Kennebecasis Public Library* (Feb. 3<sup>rd</sup>)
      - Views: 527, Engagement: 555, Reach: 1382
    - Samah El Maghlawy *The Newcomer Connection* (Feb. 10<sup>th</sup>)
      - Views: 97, Engagement: 104, Reach: 393
    - Riel Nason *Becoming an Author* (Feb 17<sup>th</sup>)
      - Views: 286, Engagement: 297, Reach: 956
    - Katlyn Boucher *Kennebecasis Valley Work Room* (Feb. 24<sup>th</sup>)
    - Sean Creary *Explore the Winter Rivers and Trail* (Mar. 3<sup>rd</sup>)
    - Loch Lomond Villa Research Team *NB HEARS Study (Hearing Equality through Accessible Research and Solutions)* (Mar. 10<sup>th</sup>)

M. Wells suggested scheduling a time slot to allow members to socialize and practice Mahjong outside of the instructional program. K. Duffley advised in response to growing interest, a Mahjong program has been scheduled in March.

K. Flood joined the videoconference.



M. Wells suggested identifying games played during the Cards and Games program, as some individuals were unaware Bridge is an option. K. Duffley noted this can be done. Chairperson O'Connor noted as warmer weather approaches, individuals will be looking for activities to get out and socialize. She announced she heard the public service announcement for the Winter Speaker Series on the radio.

## **9. CORRESPONDENCE FOR ACTION**

N/A

## **10. CORRESPONDENCE FOR INFORMATION**

### **10.1 Dial A Ride**

K. Duffley advised an email thread, between S. Jennings and Annie Dunn (of Dial A Ride), was shared to inform the Committee that Ms. Dunn is actively pursuing more accessible transportation for the region. M. Wells proposed including Dial A Ride on the aforementioned list of volunteer opportunities. Chairperson O'Connor explained Ms. Dunn was not part of the 2022 Winter Speaker Series, but she hopes an interview on the Dial A Ride program can be conducted for an upcoming series. Mayor Grant inquired about Dial A Ride in the Kennebecasis Valley (KV). K. Duffley reported the program is available in Region 2 – spanning from Sussex to Grand Bay-Westfield. While the program does operate in KV, it is unclear if there are volunteers from KV. K. Duffley agreed to ask Ms. Dunn if the program is utilized in the area. M. Wells suggested Council be informed the service is available and progress is being made on the issue of transportation in the community.

Chairperson O'Connor asked if there was anything else the Committee would like to discuss. The Committee inquired about: use of honorariums towards membership fees; an update on Rothesay High School volunteers (instructional sessions on Word, Excel, Email etc.); Rothesay Hive capacity and compliance with restrictions; an instructional ice-fishing program; plans for outdoor activities (including evening programs); and the February Book Club.

K. Duffley responded with the following: applying honorariums to membership fees may be logistically challenging; schools were busy adjusting to changing restrictions early in the year so staff will follow up again about Rothesay High School volunteers; capacity during Level 2 was limited to 12 participants, while Level 1 permits 15 participants; programs such as Latin Line Dancing and Mahjong will remain at 12 and 8 participants respectively, to ensure sufficient space and manageability for instructors; aside from popular programs (Latin Line Dancing and fitness programs) capacity is not an issue – members typically do not mind registering for a program the following month if the offering in the current month is full; members abide by all rules with no issues; ice-fishing is offered as a 2022 Winterfest activity but will not be available through the Rothesay Hive at this time – perhaps in the future; outdoor activities will be offered – Tai Chi will return by popular demand; evening programs can be explored further; and Book Club will resume in February with “21<sup>st</sup> Birthday” by James Patterson.

**ROTHESAY**

Age Friendly Advisory Committee (by video conference) **2022 March 14 Open Session FINAL\_085**

Minutes

22 February 2022

S. Jennings expressed concern many Committee members – originally on the Rothesay Hive Advisory Committee – will exceed their maximum allowable term at the same time. M. Wells noted members that have recently joined will be able to provide background knowledge to new members. Mayor Grant suggested appointments should be staggered, if possible. A question was raised of whether time on the Rothesay Hive Advisory Committee counts towards a member’s maximum term on the Age Friendly Advisory Committee. K. Duffley agreed to look into the matter.

Chairperson O’Connor briefly reported on the progress of the 2022 Winter Speaker Series. She encouraged Committee members to submit ideas for the Spring Speaker Series.

There was a brief discussion regarding the Town’s e-newsletter “the R-Insider”. K. Flood advised the first issue will be published March of 2022. Individuals that subscribe to the e-newsletter before March 13<sup>th</sup> have a chance to win one hour of ice-fishing in one of the Shacks at the Renforth Wharf. Currently, there are 329 subscribers and three more chances to win an ice-fishing session.

Chairperson O’Connor suggested planning begin for the Rothesay Hive reopening/Age Friendly designation announcement celebration by including the item on next month’s agenda. Suggestions were made to host the event in June – perhaps outdoors.

When questioned, K. Duffley advised the honorarium form was unintentionally omitted from the agenda package and will be sent to the Committee in a separate email.

**11. DATE OF NEXT MEETING**

The next meeting is tentatively scheduled for Tuesday, March 22, 2022 at 10:00 a.m.

**12. ADJOURNMENT**

**MOVED** by M. Wells and seconded by J. Jennings the meeting be adjourned.

**CARRIED.**

The meeting adjourned at 10:35 a.m.

\_\_\_\_\_  
CHAIRPERSON

\_\_\_\_\_  
RECORDING SECRETARY



# ROUTESAY

PARKS AND RECREATION COMMITTEE MEETING  
Webex Videoconference  
Tuesday, February 22, 2022 at 6:30 p.m.



**DRAFT**

**PRESENT:** COUNCILLOR HELEN BOYLE  
COUNCILLOR BILL McGUIRE  
MARY ANN GALLAGHER, CHAIRPERSON  
ADRIENNE ALBERT  
DR. SHAWN JENNINGS  
GARY MYLES, VICE CHAIRPERSON  
HOLLY YOUNG

TOWN MANAGER JOHN JARVIE  
DIRECTOR OF PARKS AND RECREATION CHARLES JENSEN  
FACILITIES COORDINATOR RYAN KINCADE  
RECREATION COORDINATOR KERI FLOOD  
AGE FRIENDLY COORDINATOR KIRSTIN DUFFLEY  
RECORDING SECRETARY LIZ HAZLETT

**ABSENT:** JON McEACHERN

Chairperson Gallagher called the videoconference to order at 6:30 p.m.

## 1. APPROVAL OF AGENDA

**MOVED** by Counc. Boyle and seconded by G. Myles the agenda be approved as circulated.

**CARRIED.**

## 2. APPROVAL OF MINUTES:

2.1 Meeting minutes of January 18, 2022

**MOVED** by S. Jennings and seconded by H. Young the meeting minutes of January 18, 2022 be approved as circulated.

**CARRIED.**

## 3. DECLARATION OF CONFLICT OF INTEREST

N/A

## 4. DELEGATIONS

N/A

## 5. REPORTS & PRESENTATIONS

N/A

## 6. UNFINISHED BUSINESS:

N/A

**ROTHESAY**

**7. CORRESPONDENCE FOR ACTION**

7.1 24 January 2022 Email from Gary Brown RE: Operation White Heart

The Committee supported the idea noting the importance of awareness for mental health, and the reasonable cost (\$20), size (3 feet), and assistance offered by Mr. Brown. The Committee suggested promoting the project on social media, or perhaps through a plaque onsite, and enlisting the help of the Leadership Class at Rothesay High School. In response to an inquiry, it was noted the benches in the photograph are not part of the project. DRP Jensen mentioned he sent an email to Mr. Brown suggesting the timeline for March or April may be ambitious due to typical weather conditions. He will follow up for more details, and consult with Parks staff regarding a suitable location.

**8. NEW BUSINESS**

8.1 Parks and Recreation Update  
22 February 2022 Report prepared by DRP Jensen

DRP Jensen reported the following:

*The Rothesay Arena:* is operating at regular hours, Spring bookings are underway, and the season may be extended to the end of April. When questioned, DRP Jensen advised proactive maintenance remains ongoing to prevent sanitary sewer backups in the washrooms. Counc. McGuire requested the total cost, to prevent back-ups over the last 6-8 months, be provided at the next meeting. DRP Jensen estimated the cost is roughly \$250-300 per week when the service is required. He will calculate the total cost and report back.

*Trails:* weather conditions are monitored to schedule grooming; trails are well utilized and were especially popular on Family Day (February 21<sup>st</sup>).

*The Rothesay Common Ice Surface:* typically operates until the end of March break (March 13<sup>th</sup> – weather permitting).

K. Flood provided the following updates:

- Winterfest activities will continue until March 13<sup>th</sup>
  - Moonlight Snowshoe and Hike on the Wells trail – 100 participants
  - Daytime Snowshoe event – 20 participants
  - Where is Winter Waldo? – 60 families participated
  - Subscribers to Rothesay’s e-newsletter “the R-Insider” have a chance to win a free hour of ice-fishing – to date there are approximately 350 subscribers
  - Valentines with the Snow Queen – 950 views
  - Free snowshoe rental with River and Trail Outdoor Company
  - Winter Speaker Series
- Summer Student Employment Opportunities (application deadline April 1<sup>st</sup>)
  - Parks Labourers
  - Lifeguards
  - Playground Counselors

Chairperson Gallagher mentioned the lifeguard job description states they are “responsible for daily maintenance of the beach”. She asked if this is enforced. She suggested specifying tasks such as raking the beach, or cleaning up litter to ensure lifeguards are busy, and not tempted to use their phone during off-peak hours.

**ROTHESAY**

Parks and Recreation Committee (by video conference) **2022 March 14 Open Session FINAL\_088**  
 Minutes

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22 February 2022

K. Flood advised lifeguards are not permitted to use their phones for personal use unless they are on a break. They also have a checklist to follow which includes, but is not limited to: beach clean-up, equipment inspections, and daily beach reports (visitors, weather, rescues, etc.). She encouraged suggestions if the Committee feels there is more that lifeguards should be doing. Suggestions were made to: rake the beach, pick up litter, and clean the upper deck area (Renforth). Chairperson Gallagher and Counc. Boyle mentioned it is expected swimming lessons will be popular when they resume. K. Flood advised swimming lessons were not offered by the Town due to the pandemic but there are plans to resume this offering in the future.

K. Duffley reported the following:

- The Rothesay Hive reopened February 7<sup>th</sup>
- New volunteer instructed programs for Bridge and Mahjong
- Winter Speaker Series (Fundy Winterfest)
  - Virtual events Thursdays at 6 p.m. from February – March,
    - Norah Emerson *Kennebecasis Public Library* Feb. 3<sup>rd</sup> (Views: 530)
    - Samah El Maghlawy *The Newcomer Connection* Feb. 10<sup>th</sup> (Views: 100)
    - Riel Nason *Becoming an Author* Feb 17<sup>th</sup> (Views: 288)
- “Random Acts of Kindness” Mindful Moments video posted February 17<sup>th</sup> (Views: 390)
- Bill McGuire Centre fitness classes will resume in March

Staff updated the Committee noting news is expected in early March on the Wells Building project.

S. Jennings noted he is in favour of the Operation White Heart project, but asked if approval may set a precedent. Counc. McGuire noted he usually shares this concern, but unique requests, such as this, should be determined on a case-by-case basis. He added Council has addressed similar concerns by creating policies (ex. Rothesay Flag Policy). DRP Jensen advised the Town receives several requests to raise awareness for various causes either through proclamations, or to light Town Hall a specific colour. The validity of these causes is not in question, but there are financial implications and the workload of staff to consider. An inundation of requests may require creation of a policy, or purchase of a light system. It was noted the Town typically promotes awareness through social media. Town Manager Jarvie advised the project was proposed to each regional municipality. He cautioned that while a substantial monetary contribution is not required, costs may be incurred for regular maintenance (ex. weed removal). DRP Jensen advised he will ask Mr. Brown for more details on what may be required from the Town.

## **9. CORRESPONDENCE FOR INFORMATION**

N/A

## **10. DATE OF NEXT MEETING**

The next meeting is scheduled for Tuesday, March 22, 2022.

## **11. ADJOURNMENT**

**MOVED** by Counc. McGuire and seconded by Counc. Boyle the meeting be adjourned.

**CARRIED.**

The meeting adjourned at 7:03 p.m.

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 CHAIRPERSON

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 RECORDING SECRETARY



**ROTHESAY**  
2022 March 14 Open Session FINAL 089  
WORKS AND UTILITIES COMMITTEE MEETING  
**Webex Videoconference**  
Wednesday, February 23, 2022  
**5:30 p.m.**



**DRAFT**

**PRESENT:** DEPUTY MAYOR ALEXANDER, CHAIRPERSON  
COUNCILLOR DAVE BROWN  
SHAWN CARTER, VICE CHAIRPERSON (*joined at 5:42 p.m.*)  
PETER GRAHAM  
SARAH RICHARDS  
GEORGE THAMBI  
CYNTHIA VANBUSKIRK

TOWN MANAGER JOHN JARVIE  
RECORDING SECRETARY LIZ HAZLETT

**ABSENT:** DIRECTOR OF OPERATIONS BRETT McLEAN

Chairperson Alexander called the videoconference to order at 5:38 p.m.

**1. APPROVAL OF AGENDA**

**MOVED** by P. Graham and seconded by C. VanBuskirk the agenda be approved as circulated.

**CARRIED.**

**2. APPROVAL OF MINUTES**

2.1 Regular Works and Utilities Committee meeting of January 19, 2022.

**MOVED** by S. Richards and seconded by C. VanBuskirk the minutes of January 19, 2022 be adopted as circulated.

**CARRIED.**

**3. DECLARATION OF CONFLICT OF INTEREST**

N/A

**4. DELEGATIONS**

N/A

**5. REPORTS & PRESENTATIONS**

N/A

**6. UNFINISHED BUSINESS:**

6.1 Capital Projects Summary

P. Graham inquired about “SCADA”. Town Manager Jarvie advised SCADA (Supervisory Control and Data Acquisition) is a system used to monitor devices at Town facilities such as pumping stations and the wastewater treatment plant. He explained that the project involves upgrading the system from radio – to cellular – technology. Town Manager Jarvie informed the Committee that 2022 projects will be listed in the next report (March).

6.2 Solid Waste Tonnage Report

**RECEIVED FOR INFORMATION.**

**ROTHESAY**

S. Carter joined the videoconference.

6.3 Speed Radar Sign Report

- Average Vehicle Count Reports – 11 & 18 Allan Avenue
  - 23 February 2022 Report prepared by Deputy Mayor Alexander
- Average Vehicle Count Reports – 24 & 25 (moved to 31) Gondola Point Road

The Committee thanked the Deputy Mayor for his report as it provided some clarity to the data. Points were raised that a three week period did not offer enough indication of the optimal timeframe for effectiveness; and winter conditions have a moderating effect on vehicle speeds. Data was requested for Anna Avenue – from sign placement to removal, with low and peak speeds, and a report to explain the findings. The intent is to review data, throughout different seasons, for a comparable street. There was discussion about the temporary effectiveness of the signs and police presence.

S. Carter mentioned the signs on French Village Road have not been functioning for the past 2-3 days. He suggested the solar panels may not be receiving enough sunlight exposure in winter – the signs may need to be moved to a better location.

The Committee discussed forwarding complaints to the police, use of speed pucks – inconspicuous way to collect data but must be charged, are subject to wear and tear, and must be secured to the road (can cause surface damage and cannot be used in winter).

6.4 Discussion on Private Lanes Policy

- DRAFT Municipal Services to Properties Fronting Private Lanes Policy Appendices A and B with map
- 20 October 2021 Excerpt from Works and Utilities Committee minutes

Following a lengthy discussion, the Committee was amenable to forwarding the draft policy to Council, forewarning that:

- Private lanes in Appendix A will receive *both* winter maintenance and solid waste collection services
- Netherwood Lane, Maiden Lane (end), Sheryl Drive, Bartlett Road, and Dofred Road (end) are included in Appendix A but could pose challenges for service provision due to road conditions
  - The second page of the policy suggests these lanes may be ineligible for such reasons
- Further review may be required to identify roads with water and sewer infrastructure
- The Town may receive public pushback from private lanes in Appendix B that are accustomed to receiving the services

A suggestion was made to alphabetize the private lanes in the appendices. As a reminder, it was noted solid waste collection is still available to properties fronting on lanes in Appendix B, but receptacles must be brought to an intersection of a public road. All agreed the draft policy has been parsed extensively by the Committee and should be forwarded to Council for their thoughts.

**MOVED** by Counc. Brown and seconded by C. VanBuskirk the draft Municipal Services to Properties Fronting Private Lanes Policy with attachments (Appendices A and B, and map) be forwarded to Council.

**CARRIED.**

**ROTHESAY**

6.5 Revised 5 Year Sidewalk Expansion Plan

The Committee reviewed the revised Plan:

2020 Scribner Crescent	975m – deferred based on multi-unit proposal
2021 Parkdale Avenue	358 m – completed in 2021
2022 Dobbin Street	591 m – included in 2022 capital budget
2023 Grove Avenue/Campbell Drive/Route 111	976 m – part of Wells Link project
2024 Kennebecasis Park	2071 m – 2 phases proposed 2024 and 2025
2026 Donlyn Drive	865 m – added in 2021

Following a brief discussion about the deferral of the Scribner Crescent project, it was noted future use of the Scribner Crescent ballfield – once decommissioned – is at the discretion of Council. A suggestion was made to include a list of options (with rationale) for future consideration, for instance Monaco Drive – a motion put forth by the Committee at the October 2021 meeting, and Iona Avenue. Town Manager Jarvie mentioned the lower portion of Iona Avenue was resurfaced and sidewalk was installed because of its close proximity to a school zone. Based on the revised criteria, there may not be a strong case to prioritize sidewalk installation, on the upper portion of Iona Avenue, over other roads. A point was raised that adding sidewalk would improve pedestrian safety as Iona Avenue is used as a shortcut to Marr Road.

With respect to the 2022 Dobbin Street project, Town Manager Jarvie advised there may be funds in the budget to permit sidewalk installation along Spruce Street as well. In doing so, this creates an alternate school route aside from Hampton Road.

Town Manager Jarvie advised the projects for 2024/2025 propose sidewalk installation at the entrance of Kennebecasis Park. He explained the significance – it creates a pedestrian connection to Hampton Road that serves the entirety of Kennebecasis Park. He confirmed approval is required from Saint John, but it is anticipated Rothesay will bear the full cost. Counc. Brown expressed concern residents may feel Kennebecasis Park is being treated favourably with new waterlines, paved roads, a new entrance, and plans to decommission the lagoon. He suggested, sidewalk should be installed in another area of town instead. Town Manager Jarvie advised infrastructure in Kennebecasis Park is aging, which required replacement of a section of waterline on Elizabeth Parkway originally installed in 2000. He added, waterlines do not extend into all areas of Kennebecasis Park, and those in Hastings Cove require upgrades for fire protection.

With respect to Donlyn Drive, Town Manager Jarvie advised this area has been on the Town’s radar. Staff have consulted with Quispamsis in the past but there are no plans to extend their sidewalk to the Rothesay boundary to prevent a gap.

Town Manager Jarvie advised sidewalk installation may also occur in new development projects, however the cost will be incurred by developers.



**7. CORRESPONDENCE FOR ACTION**

- 7.1 6 February 2022 Letter from resident RE: Request for crosswalk on Rothesay Road near East Riverside-Kingshurst Park

Deputy Mayor Alexander noted the location of the nearest crosswalk was chosen because it permitted the safest crossing in terms of sightlines. There was discussion with respect to Rothesay Road as a designated highway, the geometric design of the road, the speed limit, and the pros and cons of crosswalks at alternate locations.

**MOVED** by Counc. Brown and seconded by S. Carter a response be sent explaining that Rothesay Road is a provincially designated highway, and the location of the nearest crosswalk is optimal from a safety standpoint.

**CARRIED.**

- 7.2 15 February 2022 Email from resident RE: Request for speed bumps near Donlyn Drive Playground

The correspondence suggests the three way stop may not be effective. The Committee indicated this suggests the rolling stop warning sign is also not effective. The Committee discussed speed depressions (James Renforth Drive), speed bumps, speed radar signs, stop signs with flashing lights, police presence, speed pucks, and traffic cameras (with awareness on social media). Since the effectiveness of these options is usually temporary, it was agreed to: add Donlyn Drive to the list for placement of speed radar signs, forward the email to the police, and investigate other options for traffic calming measures. It was noted the correspondence also mentions speeding plow trucks. Town Manager Jarvie advised if a specific timeframe is provided, staff can confirm if a plow truck was speeding by reviewing data from tracking/speed monitors on the vehicles.

**MOVED** by G. Thambi and seconded by C. VanBuskirk to respond notifying that Donlyn Drive will be added to the list for placement of speed radar signs, the concerns will be forwarded to the Kennebecasis Regional Police Force, and other options for traffic calming measures will be investigated.

**CARRIED.**

- 7.3 16 February 2022 Email from resident RE: Request for disabled parking spots on Church Avenue

Town Manager Jarvie advised if accessible parking spots are desired on Church Avenue – not solely for St. Paul’s Church – staff can investigate an optimal way to designate spots. The Committee debated whether it would be fair to designate such spaces specifically for the Church, noting: it is unclear if the spots are required outside of Sunday services; and while there are designated accessible parking spots on public roads in Saint John, these spaces are usually only found outside of schools and businesses in Rothesay, not on public roads. It was noted the Church may already have signs intended to reserve parking spaces for this purpose. Town Manager Jarvie advised the Church does not have the authority to do so. He proposed encouraging the Church to “self-police” the matter by posting a notice, on their bulletin board, requesting congregants not park in the nearest spaces unless they require them. The Committee was amenable to this idea. Town Manager Jarvie noted staff will contact the Church to discuss the request further and propose the idea.

**ROTHESAY**

Works and Utilities Committee (by video conference) **2022 March 14 Open Session FINAL\_093**  
Minutes -5-

23 February 2022

**8. NEW BUSINESS:  
N/A****9. CORRESPONDENCE FOR INFORMATION****9.1 Victoria Garden Subdivision Infrastructure Acceptance**

10 February 2022

Report prepared by DO McLean

**RECEIVED FOR INFORMATION.****9.2 Engineering Design and Construction Management Services: 2022 Asphalt Resurfacing Program**

11 February 2022

Report prepared by DO McLean

**RECEIVED FOR INFORMATION.****10. DATE OF NEXT MEETING:**

The next meeting is scheduled for Wednesday, March 23, 2022.

**11. ADJOURNMENT****MOVED** by P. Graham and seconded by C. VanBuskirk the meeting be adjourned.**CARRIED.**

The meeting adjourned at 7:16 p.m.

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CHAIRPERSON

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RECORDING SECRETARY



2022 March 14 Open Session FINAL\_094  
**ROTHESAY**  
**MEMORANDUM**



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TO : Mayor and Council  
FROM : Works & Utilities Committee  
DATE : March 3, 2022  
RE : Municipal Services to Properties Fronting Private Lanes Policy

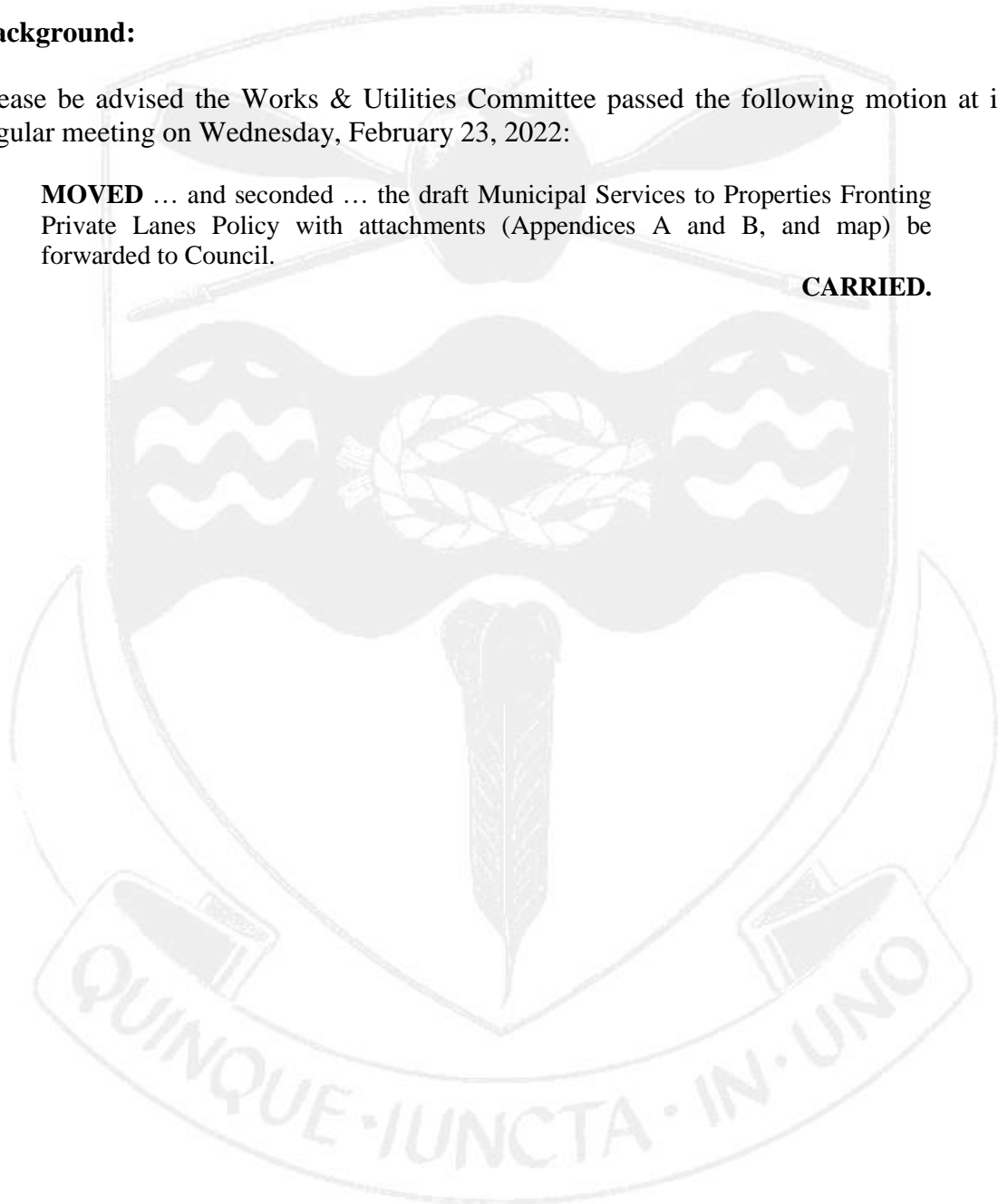
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**Background:**

Please be advised the Works & Utilities Committee passed the following motion at its regular meeting on Wednesday, February 23, 2022:

**MOVED** ... and seconded ... the draft Municipal Services to Properties Fronting Private Lanes Policy with attachments (Appendices A and B, and map) be forwarded to Council.

**CARRIED.**





**ROTHESAY**  
2022 March 14 Open Session FINAL\_095  
HERITAGE PRESERVATION REVIEW BOARD MEETING  
**Webex Videoconference**  
Wednesday, February 23, 2022 at 7:00 p.m.



**DRAFT**

**PRESENT:** COUNCILLOR TIFFANY MACKAY FRENCH, CHAIRPERSON  
LORRAINE FORBES  
DREW MACARTNEY  
CATHARINE MACDONALD  
SARAH MACKINNON  
RAHA MOSCA  
HOWARD PEARN (*joined at 7:10 p.m. and left at 7:18 p.m.*)

DIRECTOR OF DEVELOPMENT AND PLANNING SERVICES BRIAN WHITE  
RECORDING SECRETARY LIZ HAZLETT (*joined at 7:19 p.m.*)

DPDS White called the videoconference to order at 7:02 p.m.

### **1. ELECTION OF OFFICERS**

DPDS White noted that as the Board Chair position is currently vacant staff will preside over the Election of Officers.

DPDS White called three times for nominations from the floor for Chairperson. L. Forbes nominated Counc. Mackay French as Chairperson. There being no other nominations, Counc. Mackay French was elected Chairperson by acclamation.

Immediately following the election, the newly elected Chair of the Board Counc. Tiffany Mackay French assumed office and presided over the remainder of the meeting. A brief discussion entailed regarding deferring the election of Vice-Chair to the next in-person meeting of the Board. The Board agreed to defer the election of vice-chairperson to the next meeting.

H. Pearn joined the videoconference.

### **2. APPROVAL OF THE AGENDA**

**MOVED** by L. Forbes and seconded by R. Mosca the agenda be approved as circulated.

**CARRIED.**

### **3. ADMINISTRATION**

#### **3.1 Code of Ethics**

It was noted Board members are required to submit a signed member statement annually.

#### **3.2 Board Mandate**

**RECEIVED FOR INFORMATION.**

#### **3.3 2022 Meeting Schedule**

**RECEIVED FOR INFORMATION.**

**ROTHESAY**

**4. ADOPTION OF MINUTES**

4.1 Regular Meeting of June 23, 2021

**MOVED** by R. Mosca and seconded by L. Forbes the Minutes of June 23, 2021 be adopted as circulated.

**CARRIED.**

**5. DECLARATION OF CONFLICT OF INTEREST**

H. Pearn noted he submitted a conflict of interest form with the Clerk’s Office regarding St. David’s United Church (Item 8.1).

**6. DELEGATIONS**

N/A

**7. REPORTS AND PRESENTATIONS**

N/A

H. Pearn declared a conflict of interest and left the videoconference.

**8. NEW BUSINESS**

8.1 **7 Gondola Point Road**

**Adam Raeburn**

OWNER:

St. David’s United Church

PID:

00255786

PROPOSAL:

Heritage Permit – Replacement Sign

The applicant Mr. Raeburn, and representatives of St. David’s United Church Alicia Walls and Lenore Tracy were in attendance. DPDS White summarized the staff report, noting the request is to allow replacement of the existing sign.

L. Hazlett joined the videoconference.

There was discussion about: lighting; the size, location, and alignment (perpendicular to the Church) of the existing and proposed sign; and comparisons to other signage in the Heritage zone.

Mr. Raeburn informed the Board of an intent to use dimmable solar lights, directed downward on an angle. He mentioned the solar panel will be installed on a post, and the port can go inside the post, if necessary. DPDS White advised the applicant’s interest in use of solar lights was unclear from the drawings provided. As indicated in the recommendation, staff support the design but propose external lighting that is concealed from view. Upon further review, he noted individuals may not have difficulty reading the sign under existing streetlights. He added the perpendicular alignment of the sign and the 30 km speed zone suggest the sign can also be read with ease when illuminated by vehicle headlights. DPDS White advised a Heritage Permit can be issued, as recommended, to allow the applicants to replace the sign, and then gauge if lighting is required. The applicants were amenable to this, but asked if they would need to return for approval if lighting is needed. DPDS White clarified that this is not necessary if lighting is installed that is concealed from view or otherwise conforms to the conditions outlined in the Heritage Permit.

**ROTHESAY**

**MOVED** by L. Forbes and seconded by D. Macartney the Rothesay Heritage Preservation Review Board hereby issues a Heritage Permit for the replacement of existing freestanding sign at 7 Gondola Point Road (PID 00255786) subject to the following condition(s):

1. the new sign shall not exceed 8 feet in height and 4 ½ feet in width;
2. the new sign shall have two posts capped with French Gothic style post cap finials, be double faced and located no closer than 2 meters to Gondola Point Road property boundary;
3. the new sign title “SAINT DAVID’S UNITED CHURCH” shall be a matching font or similar typeface painted black as per the original sign;
4. the new signage shall include three secondary hanging signs; and
5. the new sign if illuminated shall be by external lighting focused to the greatest extent possible on the sign face with the light sources concealed from view with all wiring and conduits located underground or otherwise concealed from view.

**CARRIED.**

Chairperson Mackay French thanked the applicants. Mr. Raeburn thanked the Board and left the videoconference.

**9. OLD BUSINESS**  
N/A

**10. CORRESPONDENCE FOR INFORMATION**

10.1 Rothesay Railway Station  
17 February 2022

Report prepared by DPDS White

DPDS White advised the report was intended to showcase the national, and local, historic significance of the Rothesay Railway Station. He noted attached to the report are drawings of the train station, provided by the New Brunswick Museum, depicting the original building elevation and details for features such as the chimney and finials. The Board discussed train transportation throughout Canada noting they would support the return of passenger trains in Rothesay.

**MOVED** by S. MacKinnon and seconded by D. Macartney the Rothesay Railway Station Report prepared by DPDS White dated 17 February 2022 be received and filed.

**CARRIED.**

**11. DATE OF NEXT MEETING(S)**

The next meeting will be held on **Wednesday, March 23, 2022.**

**10. ADJOURNMENT**

**MOVED** by L. Forbes and seconded by S. MacKinnon the meeting be adjourned.

**CARRIED.**

The meeting adjourned at 7:46 p.m.

\_\_\_\_\_  
CHAIRPERSON

\_\_\_\_\_  
RECORDING SECRETARY



2022March14OpenSessionFINAL\_098

# BUILDING PERMIT REPORT

2/1/2022 to 2/28/2022

<b>Date</b>	<b>Building Permit No</b>	<b>Property Location</b>	<b>Nature of Construction</b>	<b>Value of Construction</b>	<b>Building Permit Fee</b>
02/17/2022	BP2022-00001	117 PARK DR	WINDOWS	\$3,000.00	\$21.75
02/10/2022	BP2022-00003	8 VICTORIA CRES	SINGLE FAMILY	\$220,000.00	\$1,595.00
02/22/2022	BP2022-00004	30 HIGHLAND	RENOVATION	\$25,000.00	\$181.25
<b>Totals:</b>				<b>\$248,000.00</b>	<b>\$1,798.00</b>
<b>Summary for 2022 to Date:</b>				<b>\$273,000.00</b>	<b>\$1,979.25</b>

**2021 Summary**

	<u>Value of Construction</u>	<u>Building Permit Fee</u>
<b>Monthly total:</b>	<b>\$307,000.00</b>	<b>\$2,251.25</b>
<b>Summary to Date:</b>	<b>\$393,471.00</b>	<b>\$2,969.50</b>



# ROTHESAY



## INTEROFFICE MEMORANDUM

TO : Mayor Grant & Council  
 FROM : John Jarvie  
 DATE : 11 March 2022  
 RE : Capital Project – Status Report

The following is a list of 2022 capital projects, holdover 2019, 2020 and 2021 capital projects and the status of each along with a continuing project from 2016.

	PROJECT	BUDGET	\$ TO 31/01/22*	COMMENTS
2016	General Specification for Contracts	40,000	40%	Draft document under review by staff
	Trail & sidewalk connector Wells	\$1.62M	-	Subject to grants; estimate revised to current – land acquisition discussions with Province underway
2019	Secondary Plan road design	50,000	-	Wiljac – decision tabled
	Production Wells	250,000	60%	Final meeting with Provincial regulators pending
2020	Scribner Field replacement (Wells)	550,000	95%	Work underway
	Arena renovations	1.02M	90%	Substantially complete
	Drainage Study	200,000	60%	Field survey work done, video inspection 90% complete, recommendations for remedial work on March Agenda
2021	Trails	50,000		Deferred pending land acquisition
	Wells Ballfield	250,000	95%	Work continuing toward fall completion
	Wells New Building	61,000	26%	Grant applications approved
	Arena Renovations	600,000	100%	Completed.
	WWTP Phase II design	1,000,000	2.5%	Technology Selected. Design work underway
	Production Wells (#7)	290,000	30%	Regulatory approval for withdrawal rate pending final consultant report in late March
	Shadow Hill Court water	400,000		Preliminary design and cost estimates complete
	Station Rd, cast iron line replacement	250,000		Deferral approved at June Council meeting
	Turnbull Ct sewer replacm't Phase II	1,000,000		Project tender awarded, construction start pending WAWA permit approval
	SCADA	35,000	26%	In design phase
2022	Fire Department Stn 2 Reno	1,250,000		Awaiting approval of the Municipal Capital Borrowing Board
	2022 Street Resurfacing	1,760,000		Consultant selected, design work underway
	2022 Curb & Sidewalk	350,000		Sidewalk on Spruce Street included in the list
	2022 Designated Highways	500,000		Awaiting notification of funding
	Storm Sewers	100,000		
	Intersection improvements	420,000		Grove Avenue at Hampton Road, Chapel at Marr design
	Fleet/Equipment	615,000		Replacement Sweeper, etc.
	Buildings	85,000		HVAC
	Information Technology	125,000		Inc new photocopier, booking software
	Town Hall HVAC	100,000		
	Parks Equipment	200,000		Truck, tractor, mower
	Pickle Ball Courts	50,000		
	Renforth park concrete walkway	15,000		
	Fitzgerald Field fencing	6,000		
	Arena	\$2.0M		
	Turnbull Ct sewer replacement Ph II	\$1.0M		Tender awarded, waiting for permit approvals
	Water quantity	100,000		
Water model update	100,000			
Water Treatment Train expansion	550,000			
Hillsview water line replacement	50,000			

\* Funds paid to this date.





# ROTHESAY MEMORANDUM



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TO : Mayor Grant and Council  
FROM : Town Clerk Mary Jane Banks  
DATE : 11 March 2022  
RE : 95 Hampton Road – Public Hearing  
(PIDs 00242271, 30130348, 30020051, 30130355) *To be consolidated*

---

## RECOMMENDATION:

- Motion to remove from the table
  
- Rothesay Council schedule a Public Hearing for **Tuesday, April 12, 2022, commencing at 6:30 p.m.** to be held in the Common Room, Rothesay Town Hall, 70 Hampton Road, to consider rezoning the lands located off Woodland Avenue and Hampton Road (PIDs 00242271, 30130348, 30020051, 30130355 - to be consolidated) from Single Family Residential – Standard Zone [R1B] to the Multi-Unit Residential Zone [R4] for a 36-unit apartment building, subject to the execution of a Development Agreement in accordance with the Community Planning Act, SNB 2017, c 19 and amendments thereto.

## ORIGIN:

Council tabled the above-noted application at its February 14 Council meeting, pending more information on the Province's plan to ease pandemic restrictions. As Council is aware, as of 14 March 2022 at 12:01 am, restrictions have been lifted.

The Planning Advisory Committee reviewed the above-noted application at its regular meeting on December 8, 2021. The application was tabled at that time, pending receipt of additional information. The supplementary report was reviewed at the regular Committee meeting on Monday, February 7, 2022 and the Planning Advisory Committee passed the following motion at that time:

**MOVED** ... and seconded ... the Planning Advisory Committee hereby recommends that Rothesay Council schedule a public hearing to consider rezoning the lands located off Woodland Avenue and Hampton Road from Single Family Residential – Standard Zone [R1B] to the Multi-Unit Residential Zone [R4] for a 36-unit apartment building subject to the execution of a Development Agreement in accordance with the Community Planning Act.

**CARRIED.**

*Original signed by  
Mary Jane Banks  
Town Clerk*

## Attachments:

3 February 2022 Planning Advisory Committee Supplementary Staff Report  
1 December 2021 Planning Advisory Committee Staff Report



**To:** Chair and Members of Rothesay Planning Advisory Committee  
**From:** Brian L. White, MCIP, RPP  
Director of Planning and Development Services  
**Date:** Thursday, February 03, 2022  
**Subject:** Rezoning - 95 Hampton Road (Supplementary Report)

<b>Applicant/owner:</b>	Brett Taylor, Director	<b>Applicant/owner:</b>	KV Properties Ltd.
<b>Mailing Address:</b>	1 Magnolia Lane PO Box 100 Rothesay, NB E2E 3L2	<b>Mailing Address:</b>	1 Magnolia Lane PO Box 100 Rothesay, NB E2E 3L2
<b>Property Location:</b>	Woodland Avenue / Hampton Road	<b>PIDs:</b>	00242271, 30130348, 30020051, 30130355
<b>Plan Designation:</b>	Commercial & High Density	<b>Zone:</b>	R1B & Central Commercial
<b>Application For:</b>	36 unit residential apartment building		
<b>Input from Other Sources:</b>	KVFD		

#### RECOMMENDATION

Staff recommend the Planning Advisory Committee REMOVE from the TABLE the rezoning application for 95 Hampton Road.

#### ORIGIN:

At the December 8<sup>th</sup>, 2021 regular meeting of the Planning Advisory Committee the rezoning application for 95 Hampton Road was TABLED pending the receipt of a supplemental staff report containing the following:

1. Additional project details from the applicant;
2. Staff review and recommendation of traffic and access;
3. Polling results;
4. Review by KVFD; and
5. Draft development agreement and rezoning By-law.

#### BACKGROUND:

In the December 2021 Staff report the applicant identified the development lands on 8 separate parcels including two parcels owned by Mr. Brian Edwards. KV Properties has completed the land transaction with Mr. Edwards and the company now owns all of properties subject to rezoning.

KV Properties proposed development would consolidate 4 property parcels (00242271, 30130348, 30020051, 30130355) into a ~3600 square meter parcel for the proposed apartment building. The remaining parcels would be consolidated as a corner lot with frontage onto Hampton Road (PIDs 30130330, 30130322, 30130314, and 00242495) and would retain their existing zoning for future development opportunities.



Figure 1 - Site Plan Proposed Apartment Building

As previously noted, the proposed building is setback 5 meters from the shared property boundary with 42-48 Clark Road. The proposed 5-meter setback does not meet the by-law minimum requirement of a 7.5-meters. Staff reviewed the site plan and building location with the applicant to evaluate alternatives and no reasonable alternative solutions were presented.

As noted in the previous (December 2021) report to PAC Staff believe that the overall building design in this mixed-use neighbourhood achieves good design and is appropriate to the character of Hampton Road. Staff did recommend that the applicant consider natural materials (wood) to mitigate the white “institutional” appearance of the building. The revised design (Figure 2) uses metal siding which mimics wood siding which in combination with darker colours of building should help reduce façade's mass and add visual warmth to building design.



Figure 2 - Before and After Renderings of the Proposed Building

## SHADOW STUDY

As required, the applicant has submitted a shadow study (Attachment D) to illustrate the impact of the development in terms of sun and daylight access to the surrounding properties including surrounding buildings, the public realm, public and private open space. The proposed project is not adjacent to public parks or open spaces and accordingly will not affect public amenities. Shadow studies are also useful for understanding what impacts could be anticipated on the use of private residential amenity spaces such as rear yard patios, decks, pools and gardens. The submitted study demonstrates that there will be minimal daytime shadow impacts from the proposed development on the backyard amenity areas of 44 and 46 Clark Road.



Figure 3 - Summer Solstice (June 21) 4pm

## KENNEBECASIS VALLEY FIRE DEPARTMENT:

As is required by Municipal Plan Policy FR-7, the KVFD did review the proposal to ensure that public safety and firefighting concerns are addressed. KV Fire Department offered that they are concerned about the access route based on the site plan schematic. The Department notes that the S turn into the driveway might not meet the NBC requirements of a 12m radius. The 6m driveway entrance and drive aisle between the parking spaces meets Fire Code but not the zoning by-law requirement of a 7.5m drive aisle. The Department notes that could be very tight in front of the building if they had to set-up the ladder truck with access becoming a major bottleneck if they were setup for a prolonged incident. The Department requested that the Town consider a requirement for secondary access/exit to Woodland Avenue.

## DEVELOPMENT AGREEMENT:

The DRAFT development agreement (Attachment C) is including in this report for review by the PAC and the public should Council decide to hold a public hearing. Staff believe that some minor changes and clarifications will be necessary to the final draft agreement, those edits will be submitted for PAC's review.

**POLLING:**

Polling was conducted via a notification letter sent to surrounding property within one hundred (100) meters of the subject property. The responses to the letter are contained in Attachment A.

**RECOMMENDATIONS:**

Staff recommend the Planning Advisory Committee consider the following MOTION:

Rothesay Planning Advisory Committee HEREBY recommends that Rothesay Council schedule a public hearing to consider rezoning the lands located off Woodland Avenue and Hampton Road from Single Family Residential – Standard Zone [R1B] to the Multi-Unit Residential Zone [R4] for a 36-unit apartment building subject to the execution of a Development Agreement in accordance with the Community Planning Act.

**ATTACHMENTS:**

- |              |                             |
|--------------|-----------------------------|
| Attachment A | Polling Responses           |
| Attachment B | Proposed By-Law             |
| Attachment C | DRAFT Development Agreement |
| Attachment D | Application Revisions       |



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

Date: Thursday, February 03, 2022

**ATTACHMENT A - POLLING RESPONSES**

**FROM: 14 WOODLAND AVE**

Hi Brian,

We just received the letter of re-zoning today (not a lot of time to consider or ask for feedback)

I would like the record to state, that I oppose the development and rezoning.

- too much added traffic
- it will lower the value of single family homes in the area
- oppose any connection to woodland avenue for this development
- this area has enough multi-unit homes already - any more of these homes would create too much density and lower values (creating a ghetto)

Thank You

---

**FROM: 14 WOODLAND AVENUE**

Good afternoon,

I just received a letter regarding a zoning application for 95 Hampton Rd. As a resident of Woodland Avenue, I do have a few concerns about the property and the potential of having a road or entrance on this street. This is currently a quiet dead end street with plenty of children who enjoy riding their bicycles and such out on the road. (We do not have sidewalks) With a new building and added traffic, this street would no longer be safe for the kids to play. The reason we moved to this home was strictly because of the fact that it IS a dead end quiet street.

My family and I are 100% opposed to this development.

Thanks for your time.

---

**FROM: 46 CLARK ROAD**

Mr. White,

I just received your letter informing us of the application from Mr. Brent Taylor to rezone the property at 95 Hampton Road for a 36-unit apartment building subject to the terms of a development agreement.

I live at 46 Clark Rd and my property is directly behind the 95 Hampton Road property and share the property line.

Our family's concern is that currently students from the school and residents from Woodward Avenue are walking through the property at 95 Hampton Road and through our yard at all hours of the day and night to get to the mall area across the street from our home. With the apartment building, directly behind us we strongly believe this will increase.

**Request**

Our request is for a 2m high metal fence between our property and the apartment complex to remove the risk of this continuing and likely increasing.

Thank you,

Homeowner  
46 Clark Road

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**FROM: 42 CLARK ROAD**

Hi,

I own 42 Clark road. I received a letter in the mail, without my name on it. I found this strange.

I'm concerned about this development. There are markings on my property in the photo I received, indicating a setback. Please explain.

Will there be a buffer of trees left between the back of the building and the property lines on Clark road? There is mature trees that if left could at minimum provide privacy to the residents of Clark road. As opposites to a birds eye view into these homes.

How long will construction last and what are the time frames that is acceptable? Another apartment building on Hampton road has been being constructed for years.

There is a brook that runs between 42 Clark and 19 woodland Avenue. I would also be concerned about additional run off.

Thanks,

---

**FROM: 12 WOODLAND AVENUE**

Dear Brian;

Thanks to you for the prompt acknowledgment of my memo, and now I will attempt to share a few thoughts on the matter at hand.

The landscape of the Town today would be unrecognizable by those of 50 years ago, particularly in the former community of "old Fairvale." With the ballooning population, the growing commercial establishments, more eateries, more vehicle traffic, more high end high density Multi-Units, etc. etc. all of which causes people like myself (and others) who feel that our Town's planning and administration needs to slow down, take stock, and hold our balance. Don't get me wrong, I don't want to live in the past, and I'm not opposed to change and progress. The Town and it's staff are doing a great job in these difficult times, and good things are happening. But make no mistake, there are concerns.

But now to the matter at hand; which is the developers application to rezone properties in the area at 95 Hampton Road, for the purpose of developing a multi-unit building. It is my understanding that the building plan would have access to the Hampton Road via the end portion of Woodland Ave. This then brings me to our concern: As Woodland Ave. being a dead-end Street and is aligned (or can be aligned) with the Hampton Road, and as traffic volumes increases (as it will) at the Marr Road intersection and on Hampton Road (as predicted) it would then seem inevitable that traffic volumes will pressure the Town to open up Woodland Ave. as a two- way Street onto Hampton Road and Spruce Street on the other end.

The people and families in the Woodland Ave. neighborhood have always enjoyed the benefit of a dead-end, no-through-traffic street, and while I cannot speak for others (I can only advocate for myself) yet I believe that every single resident living on this street would speak with one voice in opposition to the developers application, because of the detrimental impact it would have on our neighborhood, if in fact Woodland Ave. would be opened through to Hampton Road.

It seems an unfortunate oversight that the PAC notice of the Rezoning Application was not delivered to every household on this Street. Would it not be possible to yet circulate the notice to each home on the Street?

Thank you for your time and your thoughtful consideration of my concerns.

Yours truly,



Wednesday, January 26, 2022  
RE: Rezoning Application – 95 Hampton Rd


Chair & members of Rothesay P.A.C.

Since purchasing our home in 1975 the Municipality has slowly eroded away our beautiful neighbourhood. Apartment buildings were constructed on Scott Ave., Clark Rd., and even a small four unit was built illegally on 19 Woodland (as it was zoned single family residential at that time). Later on a mall was constructed & just recently expanded onto our street causing considerable noise disruptions for the abutting neighbours. This application approval will complete a surrounding of our home that initially was purchased on a beautiful, quiet dead-end street with wildlife & natural scenery.

- The current proposal to route traffic to Hampton Rd. is the best option from the perspective of the residents of Woodland Ave. We would be opposed to routing of traffic through Woodland Ave & **strictly opposed** to the continuance of Woodland Ave to Hampton Rd, (thus making another Scott Ave). The current updated Municipal plan currently shows no interest in the subject of opening up the street.
- There is a concern over the proposed building height shadowing our residential neighbourhood. Standard apartment buildings in this area have traditionally been three stories. Due to a poorly drained property it seems logical to forgo the sheltered parking on the main level and maintain the 36 units on three levels.
- Lowering the proposal to three stories would also permit more room for a sloped/trussed roof design, more in style with the existing buildings on Woodland Ave. Also consideration should be given to making the building of high quality design rather than typical brick & mortar institutional design.
- There is a concern over the density, width & height of a buffer between the end of the asphalt & Woodland Ave. It currently shows a 2 meter buffer zone with very limited shrubbery. We would prefer a thickly treed buffer or at least a fence of 2 meter height to restrict foot traffic from this project onto our adjoining properties.
- There is no indication of the location of refuse containers. This is a concern as many times the collector is onsite in the early hours of the day creating excessive noise.

In closing we wish to voice our concerns over this proposed development as outlined above. Our suggestion to the Town would be to consider moving the building closer to the Hampton Rd (utilizing the properties proposed for commercial) , leaving adequate parking to the rear of the building similar to many recent developments within the Town. This would alleviate many of the concerns we have raised while still allowing the properties to be developed.

Sincerely,



16 Woodland Ave  
Rothesay, N.B.



RE: Rezoning Application – 95 Hampton Rd



Members of the Rothesay Planning Advisory Committee

Our apologies for the lateness of this letter but we just received our mail & letter from the Town a few days ago!

Please accept this letter as our official opposition to the rezoning of the property at 95 Hampton Road. In recent years the mall has been allowed to expand into our street making the noise level from it unbearable. This noise starts anytime from 5:30 a.m. and continues until late in the evening. As shift workers this makes getting rest very difficult. Adding a 36 unit apartment complex directly across the street will just add to this situation. Headlights from the parking lot will be aimed directly into our front windows. The proposed buffer between this massive complex and our street is inadequate to compensate for this. There is no indication of where the dumpsters for this complex would be located but the pickup from those as well as the snow removal could be at all hours of day or night and disruptive for the neighbours.

Although not indicated in the rezoning application we are also very concerned about the possibility of opening our street to the Hampton Road. This would change our quiet dead-end neighbourhood into a fast paced busy street.

Sincerely,

  
18 Woodland Ave  
Rothesay, N.B.  
E2E 2K5 



**BY-LAW 2-10-29  
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 "2-10-29".

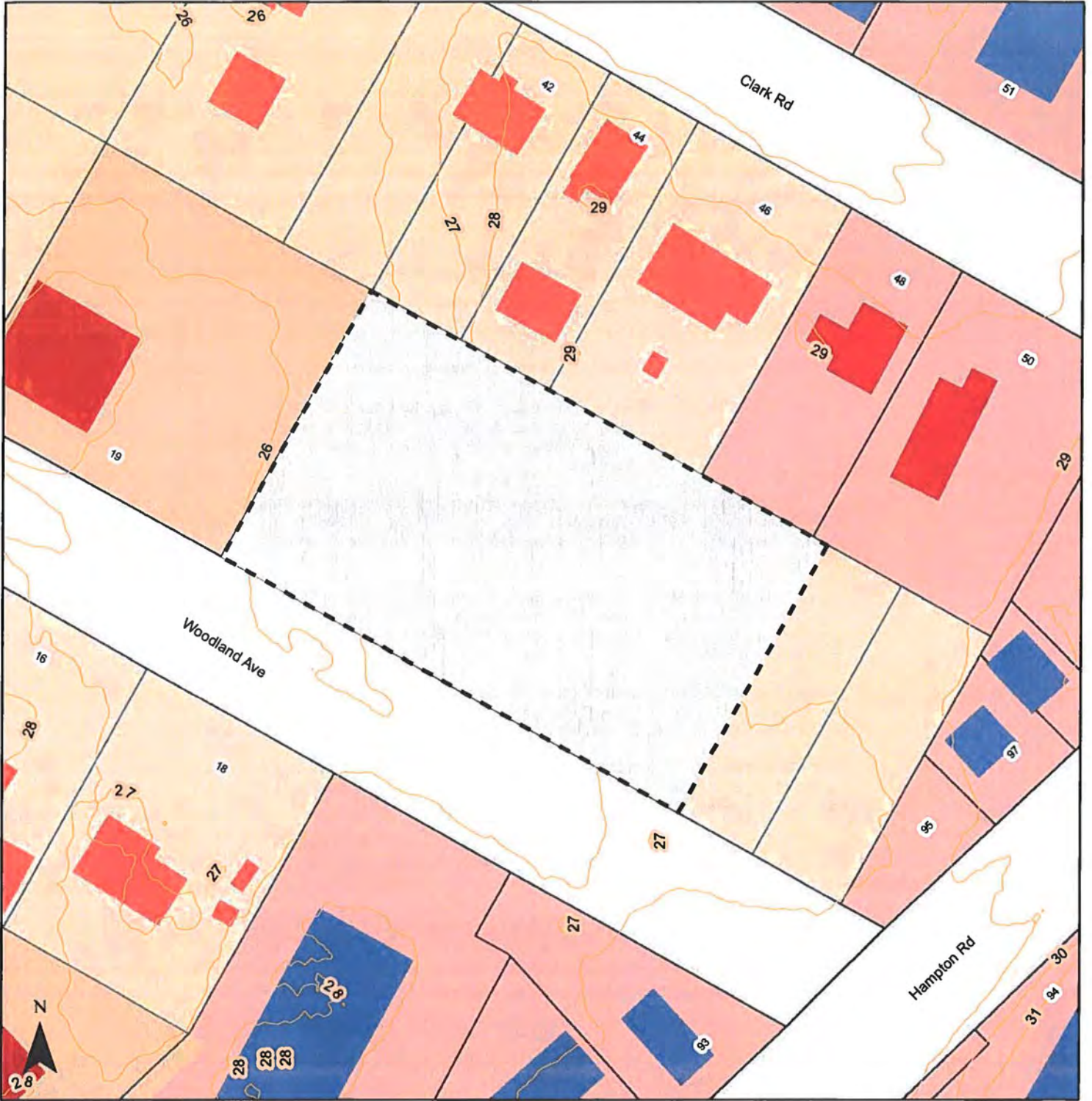
The purpose of the amendment is to rezone lands located off Woodland Avenue and Hampton Road from Single Family Residential – Standard Zone [R1B] to the Multi-Unit Residential Zone [R4] for a 36-unit apartment building subject to the execution of a Development Agreement in accordance with the Community Planning Act, supra.

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

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK

PIDs 00242271, 30020051, 30130348, 30130355



2022-02-03, 10:48:35 AM

1:800

**Buildings**

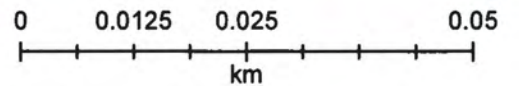
- Commercial
- Residential

**Zoning**

- CC
- R1B
- R4

**Property Boundary**

- Property Boundary



# Rothesay

## DEVELOPMENT AGREEMENT

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

Parcel Identifier of Parcels Burdened by Agreement: **00242271, 30130348, 30020051, 30130355**  
 (to be consolidated)

Owner of Land Parcels: **KV Properties Ltd.**  
 1 Magnolia Lane  
 PO Box 100  
 Rothesay, NB  
 E2E 3L2 (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 2017, 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 Woodland Avenue (PIDs 00242271, 30130348, 30020051, 30130355) 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 a development agreement to allow for the development of thirty-six (36) unit apartment building 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 **CORPORATE NAME** to develop a residential apartment building on the Lands.

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

1. The Developer agrees that the total number of residential units situated on the Lands shall not exceed thirty-six (36) 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 Buildings
  - 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.

#### **Architectural Guidelines**

5. 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**

6. 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; and
  - b. Topsoil and hydro-seeding of shoulders of roadways.
7. 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.
8. 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.
9. The Developer agrees to provide to the Town Engineer written certification of a Professional Engineer, licensed to practice in New Brunswick that the storm water system has been satisfactorily completed and constructed in accordance with the Town specifications.

#### **Municipal Streets**

10. The Developer shall carry out, subject to inspection and approval by Rothesay representatives, and pay for the entire actual cost of the following:
  - a. surveying and staking of lots and streets;
  - b. rough grading of streets to profiles approved by Rothesay;
  - c. fine grading of streets to profiles approved by Rothesay;
  - d. hard surfacing of the streets as shown on the plan to Rothesay specifications; sub-grade standards, compaction and finish as approved by Rothesay's Engineer, in writing, before final hard surfacing may be installed;
  - e. constructing the proposed connection of Woodland Avenue to Hampton as approved by Rothesay's Engineer;

- f. supply and maintenance of for a period of two (2) years the topsoil, sod, landscaping and the planting of street trees calculated as no more than one tree for each 10 meters measured along the linear centre line of the public street right of way, planted on location(s) approved by Rothesay and where such street trees are as follows:
    - i. Not smaller than six centimeters (6 cm) in diameter measured at a point being 2 meters above the root ball such trees species as approved by Rothesay.
    - ii. Inspected by Rothesay 12 months from time of planting and again then at 24 months. The Developer shall replace trees identified for replacement during warranty inspections.
  - g. Engineering design and inspection of those works referred to in clauses b), c) d), e) and f) of this section.
11. The Developer agrees to provide signed documentation and progress reports from a practicing Professional Engineer, licensed in New Brunswick ensuring that applicable codes and standards have been met and that the work was completed and utilizing such materials as in accordance with the terms of this Agreement and approved specifications.
  12. The Developer agrees to provide as-built drawings that delineate all public infrastructure to be submitted to Rothesay in compliance with the minimum standards and requirements specified in Rothesay's Digital Data Submission Standards for Infrastructure and Construction Drawings.
  13. Rothesay reserves the right to assign or rename public street names, notwithstanding that names may not correspond with existing names.
  14. The Developer agrees that all items, materials, pipes, fittings, and other such infrastructure following acceptance of delivery on site by the Developer shall remain the full responsibility of the Developer against their accidental breakage or vandalism until Rothesay accepts the completed works.
  15. The Developer agrees to restore all disturbed or damaged areas of the public street and right of way to the satisfaction of Rothesay's Engineer following installation of the required municipal services.

#### **Municipal Sidewalks**

16. The Developer shall carry out and pay for the entire actual cost of a public sidewalk and associated barrier curbing as required to comply with Town standards within the Town right-of-way and extending the sidewalk from the proposed building to the intersection of Woodland Avenue and Hampton Road, subject to inspection and approval by Rothesay's Engineer, including the following:
  - a. supply and maintenance of for a period of one (1) year the topsoil, sod, landscaping and the planting of street trees located every 10 meters, or an equivalent number planted in locations approved by the Town, along the length of the public road right-of-way where such trees are as follows:
  - b. Not smaller than six centimetres (6 cm) in diameter measured at a point being 2 meters above the root ball such trees species as approved by the Development Officer.

#### **Water Supply**

17. 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.
18. The Town agrees to supply potable water for the purposes and for those

purposes only for a maximum of thirty-six (36) residential dwellings and for minor and accessory purposes incidental thereto and for no other purposes whatsoever.

19. 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.
20. 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.
21. 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.
22. 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.
23. 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.
24. The Developer agrees to provide, prior to the occupation of the building, written certification of a Professional Engineer, licensed to practice in New Brunswick that the connection to the Town water system has been satisfactorily completed and constructed in accordance with the Town specifications.

#### **Sanitary Sewer**

25. 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.
26. 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.
27. 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.
28. 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.
29. The Developer agrees that connection 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**

30. 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.
31. 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**

32. 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) including a project wrap-up liability policy (with no less than 24 months coverage after project completion). 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 previously mentioned 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**

33. 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 **KV Properties Ltd., 1 Magnolia Lane, PO Box 100, Rothesay, NB, E2E 3L2** 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**

34. 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**

35. 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.
36. Notwithstanding the preceding paragraph (47) above, the Parties agree that the development shall be deemed to have commenced if within a period of not less than three (3) months prior to **INSERT DATE** the construction of the 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.
37. 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**

38. 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.
39. 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**

40. 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**

41. 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**

42. 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**

43. 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 \_\_\_\_\_, 2022.

Witness:

**KV Properties Ltd.**

\_\_\_\_\_

\_\_\_\_\_  
Brett Taylor, Director

**Rothesay**

Witness:

\_\_\_\_\_  
Nancy E. Grant, Mayor

Witness:

\_\_\_\_\_  
Mary Jane E. Banks, Clerk

**SCHEDULE A**

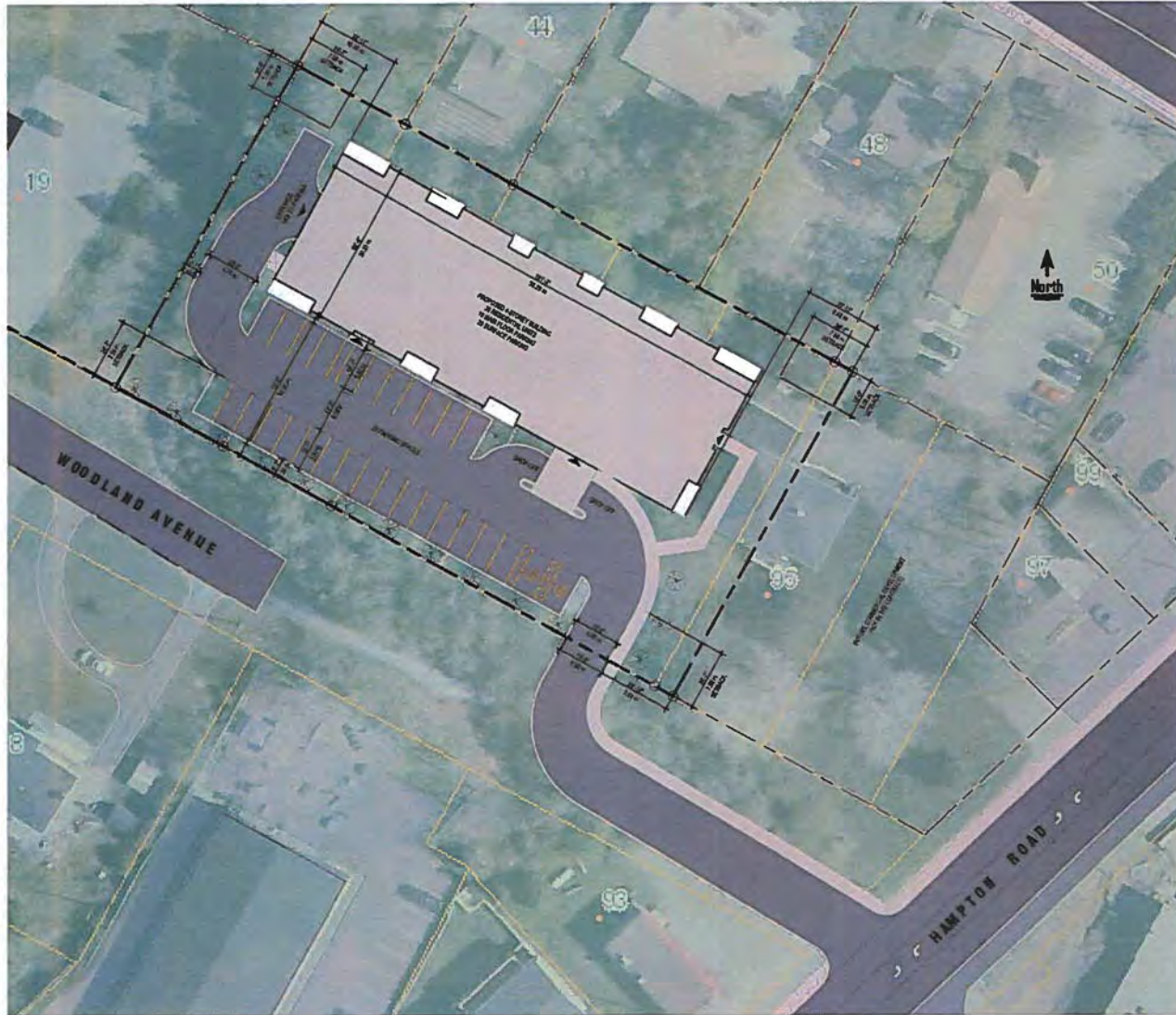
**PID: | 00242271, 30130348, 30020051, 30130355 (TO BE CONSOLIDATED)**

Attachment B - SITEPLAN

SCHEMATIC SUMMARY	
Project Name	99 Hampton Road Parkway
Project No.	AD.1
Client	KV Properties
Site Address	99 Hampton Road Parkway, Sherburne
Site Area	1.25 Acres
Site Zoning	Commercial
Site Use	Apartment
Site Description	18 Units
Site Features	18 Units, 1800 sq. ft. per unit, 1800 sq. ft. per unit, 1800 sq. ft. per unit
Site Notes	1800 sq. ft. per unit, 1800 sq. ft. per unit, 1800 sq. ft. per unit

SCHEMATIC SUMMARY  
1/2" = 1'-0"

Disclaimer: This preliminary schematic site plan is based on site information provided by the client, or based on a public search. The site plan is a general representation which approximates the site, configurations and location of features. The plan is not intended to be used for legal purposes or to establish exact dimensions or areas. Owners and others should verify the accuracy of the site plan, including existing topography, access, easements, and utilities, etc.



SITE PLAN  
3/64" = 1'-0"



"Not For Construction"

NO.	DESCRIPTION	DATE

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ALL CONTRACTORS MUST COMPLY WITH ALL REGULATIONS, MUNICIPAL AND PROVINCIAL BY-LAWS AND "THE NATIONAL BUILDING CODE OF CANADA".

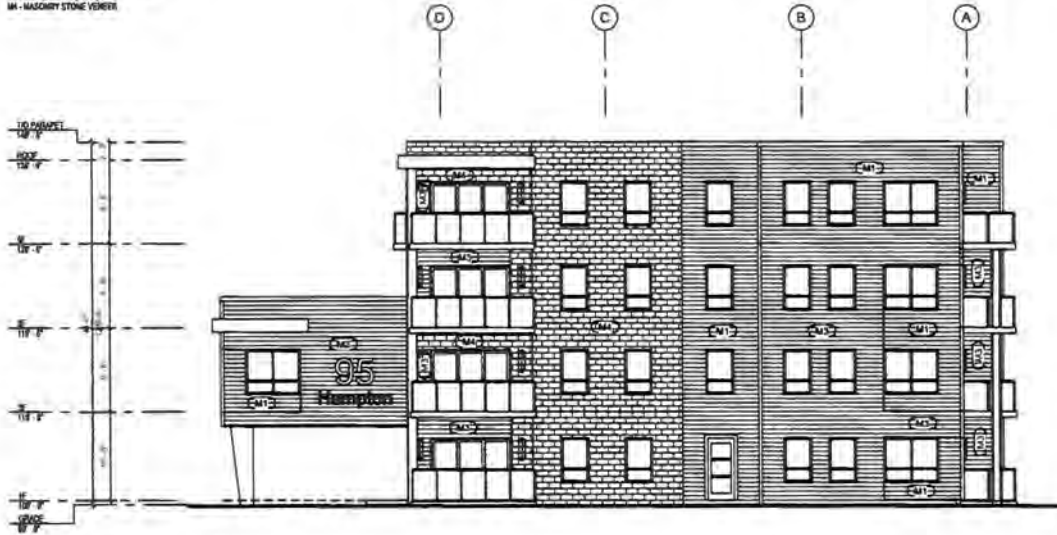
ALL REQUIRED PERMITS MUST BE OBTAINED PRIOR TO ANY CONSTRUCTION.

NO.	DESCRIPTION	DATE

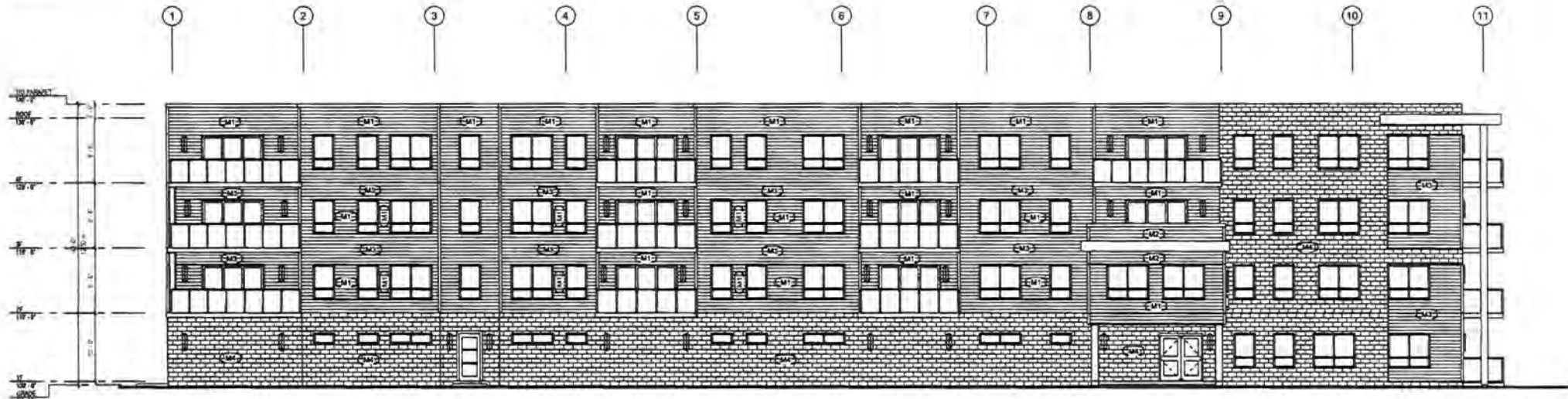


Client	<b>KV PROPERTIES</b>
Project	<b>APARTMENT</b> 99 Hampton Road Parkway, Sherburne
Drawing No.	<b>SITE PLAN</b>
Date	18 DEC, 2021
Drawn by	D.M.
Checked by	E.C.
Scale	AS NOTED
Sheet	AD.1
Plan No.	4400

**MATERIALS**  
EXACT MATERIAL COLORS AS PER OWNER  
M1 - HORIZONTAL METAL SIDING COLOR 1  
M2 - HORIZONTAL METAL SIDING COLOR 2  
M3 - METAL SIDING (TEAK)  
M4 - MASONRY STONE VENEER



**EAST ELEVATION**  
1/8" = 1'-0"

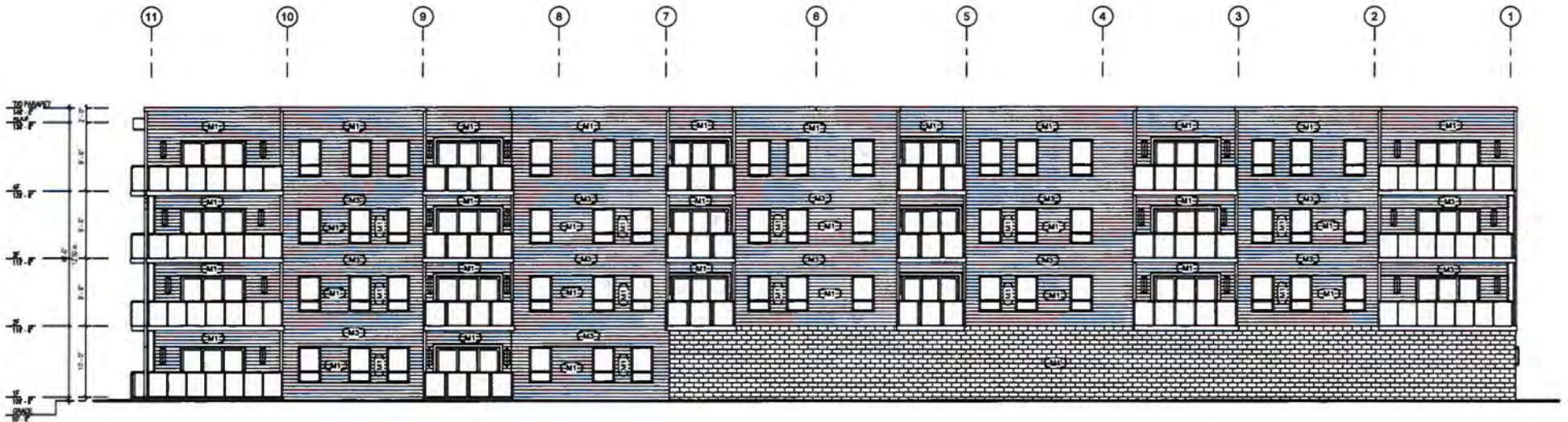


**SOUTH ELEVATION**  
1/8" = 1'-0"

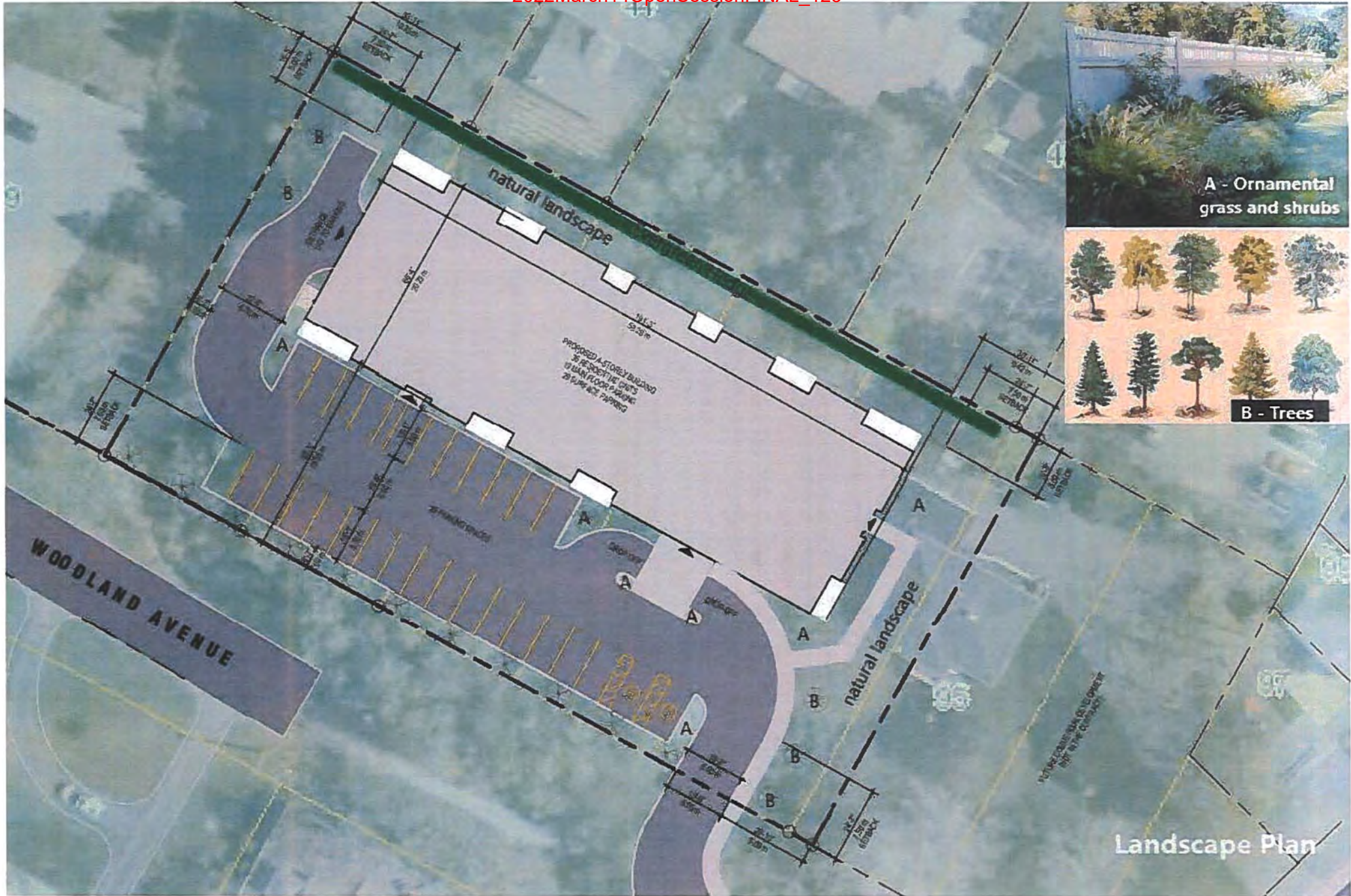
**MATERIALS:**  
EXACT MATERIAL COLORS AS PER OWNER  
M1 - HORIZONTAL METAL BEING COLOR 1  
M2 - HORIZONTAL METAL BEING COLOR 2  
M3 - METAL BEING TEAK  
M4 - MASONRY STONE VENEER



**WEST ELEVATION**  
1/8" = 1'-0"



**NORTH ELEVATION**  
1/8" = 1'-0"



A - Ornamental grass and shrubs



Landscape Plan



Form 45

AFFIDAVIT OF CORPORATE EXECUTION

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

Deponent: Brett Taylor
1 Magnolia Lane
PO Box 100
Rothesay, NB, E2E 3L2
Office Held by Deponent: Director
Corporation: KV Properties Ltd.

Place of Execution: Rothesay, Province of New Brunswick.

Date of Execution: \_\_\_\_\_, 2022

I, BRETT TAYLOR, 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 "BRETT TAYLOR" 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 \_\_\_\_\_, 2022

BEFORE ME:

Commissioner of Oaths

BRETT TAYLOR

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: \_\_\_\_\_, 2022

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 \_\_\_\_\_, 2022

BEFORE ME:

Commissioner of Oaths

MARY JANE E. BANKS

ATTACHMENT D



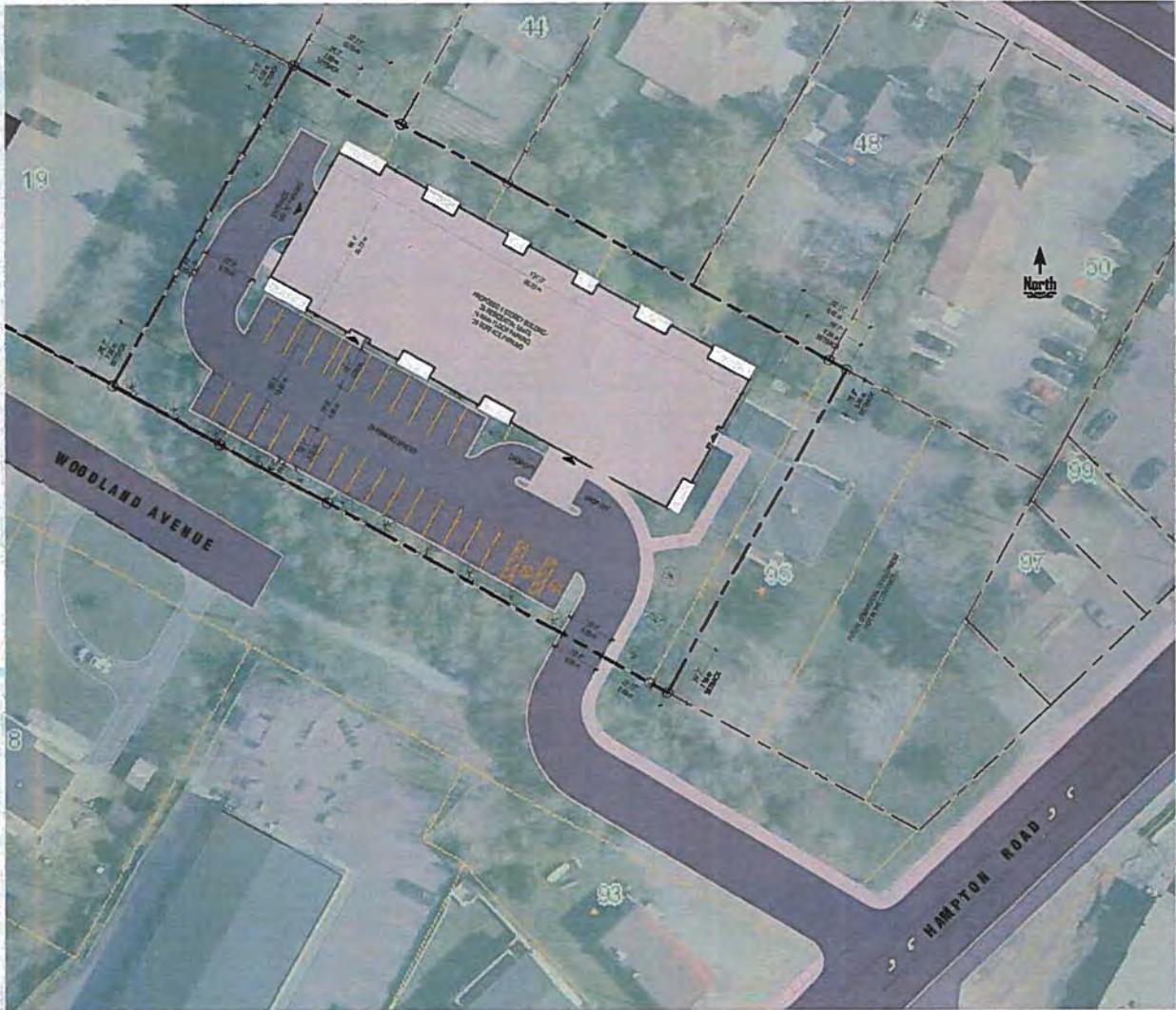


SCHEMATIC SUMMARY	
Site #	602171, 602172, 602173
Project Name	88 Hampton Road Parkway, Apartment
Phase	Site Plan
Project No.	2021-003
Design No.	100-CM-Parkside-PA
Scale	1/4" = 1'-0" Landscape Plan
Revision	10/23/21
<b>PLANNING</b>	
City	13
County	17
Neighborhood	1
Map No.	41
Map Title	17B
<b>BUILDING INFO</b>	
Building Type	17B-20
Area	1
Code	014
Code	014
Code	014
Code	014
Code	014
Code	014
Code	014
Code	014
Code	014
<b>RELATED LINKS</b>	
17B-20	17B-20
17B-20	17B-20

**SCHEMATIC SUMMARY**

12" = 1'-0"

**Disclaimer:** This preliminary schematic site plan is based on all information provided by applicant, or third-party entities, and is not intended to constitute a guarantee, warranty, or representation of any kind. The user of this site plan is responsible for verifying the accuracy of all information provided. The user of this site plan is responsible for obtaining all necessary permits and approvals from the appropriate government agencies. The user of this site plan is responsible for obtaining all necessary permits and approvals from the appropriate government agencies. The user of this site plan is responsible for obtaining all necessary permits and approvals from the appropriate government agencies.



**SITE PLAN**  
1/4" = 1'-0"



"Not For Construction"

REV	DESCRIPTION	DATE

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ALL CONTRACTORS MUST CONFORM TO ALL REGULATIONS, MUNICIPAL AND PROVINCIAL ORDINANCES AND FEDERAL REGULATIONS OF CANADA.

ALL REQUIRED PERMITS MUST BE OBTAINED PRIOR TO ANY CONSTRUCTION.

Page #	Description	Date

Architect/Engineer

**spitfire**  
DESIGN CO.

1750 North Street, #100, St. John's, NL A1B 2X2  
Tel: (709) 462-5772 Fax: (709) 462-5773 Email: info@spitfire.ca

**KV PROPERTIES**

**APARTMENT**  
88 Hampton Road Parkway, Marystown

**SITE PLAN**

Drawn by:   
Date: 20 JAN, 2022  
Project:   
Client: E.C.  
Scale: AS NOTED  
Sheet: A0.1 Page of 4005



"Not For Construction"

Rev.	Description	Date

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Rev. #	Description	Date

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**spitfire**  
DESIGN CO.  
1710 Glen Road, #102  
Tel: 505-253-2727 Fax: 505-253-2733 P.O. Box 24444, Denver, Colorado

**KV PROPERTIES**

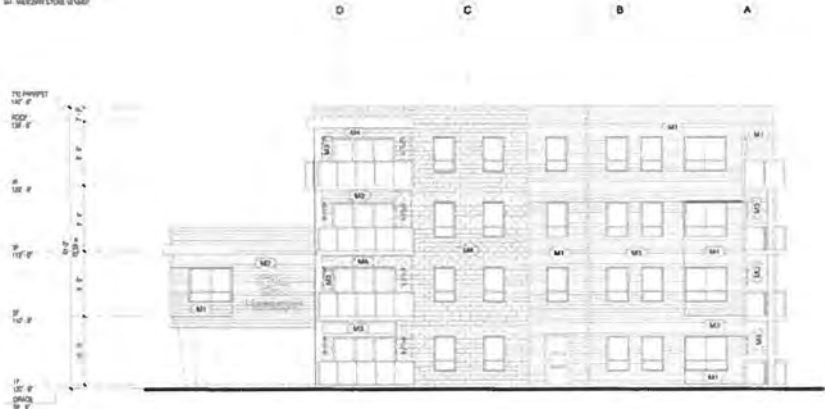
**APARTMENT**

88 Hampton Road, Pittsford, Maryland

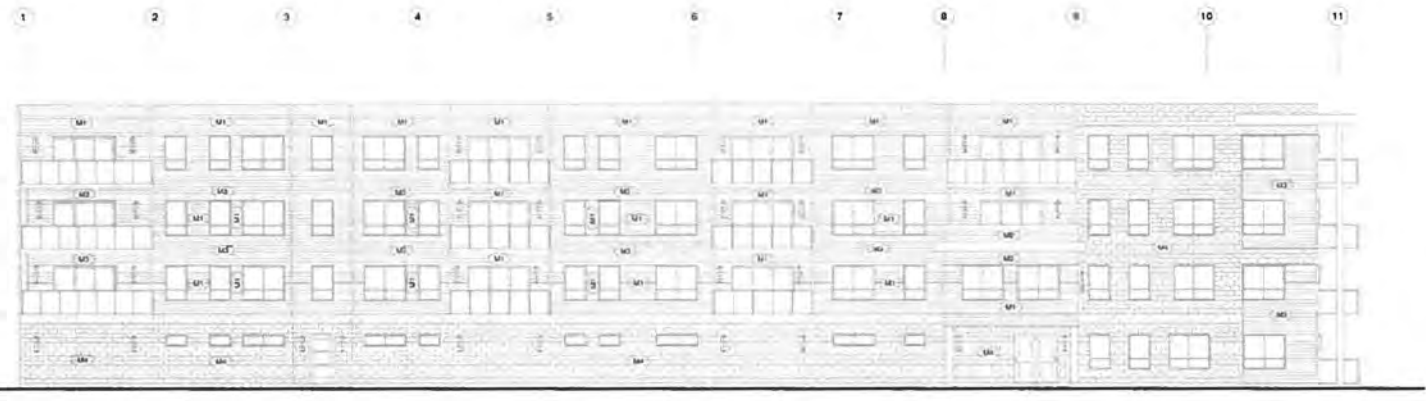
**ELEVATIONS**

Date:	20 APR 2022
Drawn by:	ES
Checked by:	E.C.
Scale:	AS NOTED
Sheet:	A3.1
Total Sheets:	4803

**NOTES:**  
 EXACT MATERIAL QUANTITIES PERMITTED:  
 M1 - MASONRY METAL BRICK OR CLAY  
 M2 - CONCRETE BLOCK SCHWABER 12"  
 M3 - METAL CLING FORM  
 M4 - WEATHERSTONE STONE



**EAST ELEVATION**  
1/8" = 1'-0"



**SOUTH ELEVATION**  
1/8" = 1'-0"



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Page #	Description	Date

**spitfire**  
DESIGN CO.  
1180 Steeles Avenue, #10-303  
Scarborough, Ontario M1V 5E6  
Tel: (416) 303-8771 Fax: (416) 303-7720

**KV PROPERTIES**

**APARTMENT**  
88 Hampton Road, Redwood, Markham

Project No:  
**ELEVATIONS**

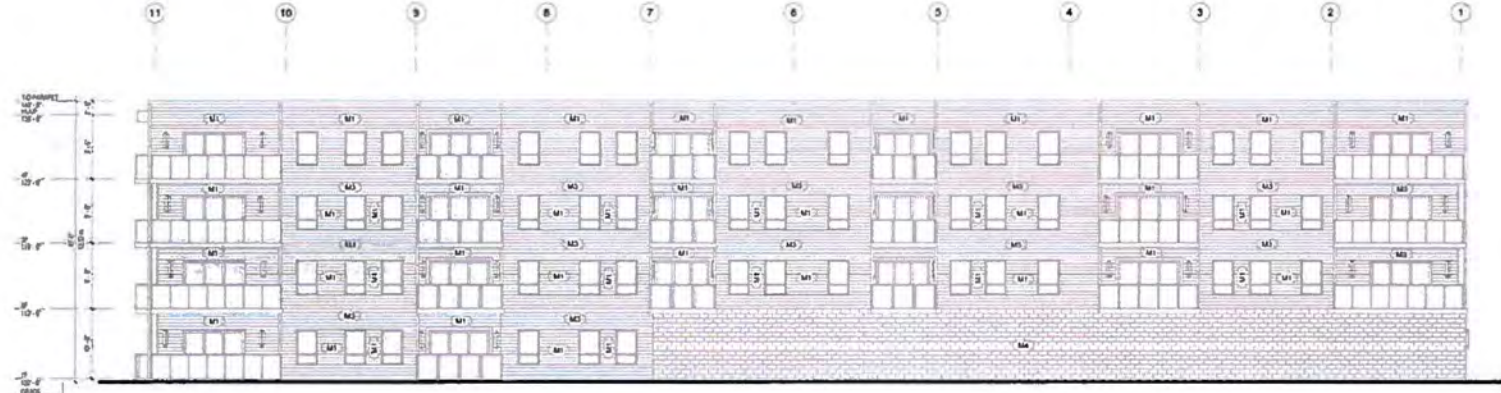
Date: **20 JAN 2022**

Drawn by: <b>D.M.</b>	Checked by:
Scale: <b>S.C.</b>	Revision:
Notes: <b>AS NOTED</b>	
Sheet: <b>A3.2</b>	Page no: <b>4/25</b>

LEGEND:  
 H1 - HORIZONTAL METAL BEADING  
 H2 - HORIZONTAL METAL BEADING  
 W1 - WINDOW FRAME  
 W2 - WINDOW FRAME



**WEST ELEVATION**  
1/8" = 1'-0"



**NORTH ELEVATION**  
1/8" = 1'-0"

Ref: 21292-StormwaterReview

January 27, 2022

Mr. McLean,

## Re: 95 Hampton Road - KV Properties- Stormwater Review

Don-More Surveys & Engineering Ltd. (Don-More) has been engaged to perform a high level review of a proposed development at the above address relative to a stormwater management strategy.

We have been provided with a revised conceptual site plan prepared by Spitfire Design Co. dated December 16, 2021 and this review is limited to details shown on this site plan.



### Existing Site

The existing site can be characterised as a generally flat area with an existing single family residence in the front area and wooded area in the rear of the site. The existing site sheet drains north to the northern edge of the property away from Hampton Road.

There is a ditch/swale along the western side of Woodland Avenue which discharges to the northern edge of the site where it flows northeast along the rear of the site towards Clark Road and enters a piped storm network.

### Stormwater Management Approach

The proposed site plan shows a new driveway leaving Hampton Road and entering the site, and a new building sitting on the northern portion of the site adjacent to the new parking area.

There is some discussion about the driveway changing to an extension of Woodland Avenue, but this would not change the overall approach to stormwater management.

The new site would be designed to perform stormwater management to limit peak flows to pre



development levels. Water draining from the parking areas would be directed to a Stormscepter to provide treatment of water quality. Below are preliminary design ideas for how this will be achieved.

The new building has a flat roof. We would plan to detain water on the roof of the building using flow controllers on the roof drains. Typically we design this system to pond the equivalent of 100mm of water in a 100 year event.

The new parking area would be designed to have a catch basin system which will collect the water and direct it to a Stormscepter, then discharge to the northern side of the property. The parking lot around the catch basins will be graded to create "ponds" at the catch basins and Inlet Control Devices (ICD's) will be installed on the catch basins to limit peak flows into the piped system. This results in water ponding on the parking area in peak rain events.

Following detailed design and once modelling of these two approaches has been completed, if additional measures are required to reduce peak flows we would look at either a traditional stormwater management pond at the northwestern corner of the property, or underground storage under the parking areas.

### Closing

We trust this is sufficient for your present needs. Please feel free to contact the undersigned at 506.636.2136 or at [at@dmse.ca](mailto:at@dmse.ca) for any additional information or clarification.

Yours truly,

Don-More Surveys & Engineering Ltd.



Andrew Toole, NBLIS, P.Eng.



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**SUMMER SOLSTICE**



DATE: JUNE 21  
TIME: 8:00 AM



DATE: JUNE 21  
TIME: 12:00 NOON



DATE: JUNE 21  
TIME: 4:00 PM

**WINTER SOLSTICE**



DATE: DECEMBER 21  
TIME: 9:00 AM



DATE: DECEMBER 21  
TIME: 12:00 NOON



DATE: DECEMBER 21  
TIME: 4:00 PM

**IN HAMPTON ROAD - IN UNIT APARTMENT  
CORRELATE WITH BUILDINGS**

SUN ANGLES	SUN ANGLES				AZIMUTH	
	SOLAR NOON	8:30 AM	12:30 PM	4:00 PM	SUNRISE	SUNSET
Summer Solstice	June 21	42°	22° 02' 00"	61°	91.82° E	6:58° W
Equinox	March 21 / September 21	45.73°	3.44° 00' 00"	45.73°	94.48° E	9:21° W
Winter Solstice	December 21	42.02°	6.87° 00' 00"	42.02°	92.95° E	6:28° W

**NOTES**

- 1. Sun angles based on: Solar noon = 12:00 (ST) 1:00 (MT) = 4 hours SE/CW, also same 1:00 (ST) = 4 hours = 1:00 (MT) same time (Daylight Savings Time not assumed)
- 2. Sun angles measured from true horizon (parallel to sea level)
- 3. Azimuth angles based on solar noon (vertical) unless specified per note
- 4. Equinoxes set at March 21 and September 21 (varying in a year-by-year basis)
- 5. Drafts and revision drawings shown for June 21 and September 21, 2021.

**spitfire DESIGN CO.**  
1710 Blue Heron, WEG-03  
Box 6000 D1-071, Unit 6000 D1-071, Blue Heron, Ontario

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**KV PROPERTIES**

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**APARTMENT**  
85 Hampton Road, Redwood, Maricopa

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**SHADOW STUDY**

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Date: 3 Oct 2021

Drawn by: E.C.      Revised:      Date:      Time:      Page no: 4/20



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NO.	REVISIONS	DATE

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Rev #	Description	Date



**KV PROPERTIES**

**APARTMENT**

88 Hampton Road, Welland, Ontario

**SHOON STUDY**

Date: 3 DEC, 2021

Drawn by: E.S.

Checked by: E.C.

Scale: AS NOTED

Sheet: AX 02 of 402

**EQUINOXES**



DATE: MARCH 21  
TIME: 6:00 AM



DATE: MARCH 21  
TIME: 12:00 NOON



DATE: MARCH 21  
TIME: 4:00 PM

**EQUINOXES**



DATE: SEPTEMBER 21  
TIME: 6:00 AM



DATE: SEPTEMBER 21  
TIME: 12:00 NOON



DATE: SEPTEMBER 21  
TIME: 4:00 PM

**© SHOON STUDY - 3D VIEW SPATIALS**  
**SUNSHINE AND SHADOWS**

SPITFIRE 3D 4.0.0 1/4 SCALE	Sun ANGLES					
	02:00 PM	1:00 PM	12:00 PM	11:00 AM	10:00 AM	09:00 AM
Summer Solstice	June 21	62°	33° 02'	92°	55.00°	83.5° W
Equinox	March 21 September 21	42.7° 42.8°	3.41 003 3.27 295	48 13° 47.89°	34.46° 33.88°	8.88° E 9.21° W
Winter Solstice	December 21	23.5°	4.39 025	71.5°	5.9°	8 10° E

- NOTES:**
1. Sun times based on: - 1440-min = 12:00pm  
- 822-min = 4 hours DST-CST only valid  
- 4:30pm = 4 hours of DST not valid  
(Daylight Savings Time not accounted for)
  2. Sun angles measured from true horizon elevation to sun center.
  3. Horizontal angles based on solar azimuth, angles to Clock & true north.
  4. Equinoxes set at March 21 and September 21 Varying in a 2-year period.
  5. Shade and shadow diagrams shown for June 21 and equinox only, 8:00am to 2:00pm.



**To:** Chair and Members of Rothesay Planning Advisory Committee  
**From:** Brian L. White, MCIP, RPP  
Director of Planning and Development Services  
**Date:** Wednesday, December 01, 2021  
**Subject:** Rezoning - 36 Unit Apartment Building – 95 Hampton Road

<b>Applicant/owner:</b>	Brett Taylor, Director	<b>Applicant/owner:</b>	KV Properties Ltd.
<b>Mailing Address:</b>	14 Wiltshire Drive Quispamsis NB E2E 0E9	<b>Mailing Address:</b>	1 Magnolia Lane PO Box 100 Rothesay, NB E2E 3L2
<b>Property Location:</b>	95 Hampton Road	<b>PIDs:</b>	30130314, 30130322, 00242495, 00242495, 00242271, 30130348, 30020051, 30130355
<b>Plan Designation:</b>	Commercial & High Density	<b>Zone:</b>	R1B & Central Commercial
<b>Application For:</b>	36 unit residential apartment building		
<b>Input from Other Sources:</b>			

**ORIGIN:**

An application from Brett Taylor, Director of KV Properties Ltd. to rezone 5143.5m<sup>2</sup> (1.27 acres) of land (see Map 1) at 95 Hampton Road and Woodland Avenue from Single Family Residential – Standard Zone [R1B] and Central Commercial to the Multi-Unit Residential Zone [R4] for a 36 unit apartment building subject to the terms of a development agreement.



Figure 1 - Architectural Rendering of Proposed 36 Unit Apartment Building

**BACKGROUND:**

The subject parcels (8 separate Parcel Identifier Numbers (PIDs)) of land are designated for both Central Commercial and High Density residential uses (see Map 2). The applicant has a tentative purchase agreement with Mr. Brian Edwards who owns two of the eight properties subject to the land assembly<sup>1</sup>. The property has frontage on Hampton Road although access will be via Woodland Avenue, which will be constructed by the developer. Staff note the proposed location of the building occupies the rear portion of the property in order to preserve the Hampton Road frontage for future commercial development.

The proposed building also is setback 5meters from the shared rear property boundary with 42-48 Clark Road. The proposed 5-meter setback does not meet the by-law minimum requirement of a 7.5-meter setback. Staff are reviewing the site plan and building location with the applicant to evaluate alternatives.

The property location is in area that marks the entry into Rothesay’s commercial corridor. The property also fronts on what was known as NB Provincial Highway No.9 the “old Hampton Highway”. Hampton Road is a provincially designated highway and is generally considered as Rothesay’s “main street”.



Figure 2 - Property Location (95 Hampton Road)

In general, Staff support the redevelopment of the property for higher density residential and note the added population to the area will support the existing schools and businesses in area. Also interesting to note that as our population ages and household sizes shrink this form of higher density becomes increasingly the preferred housing option, in that respect the proposed location is well suited to this form of housing.

<sup>1</sup> A land assembly or assemblage is the process of purchasing various smaller, contiguous parcels of property to merge them into one large land parcel or property.



Figure 3 - Proposed Site Plan (36-unit apartment building)

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.*

**Policy HDR-4 High-density Residential:**

**COUNCIL SHALL** Consider that High-density Residential (R6) development may be appropriate throughout the Commercial Designation<sup>2</sup>, and may consider multi-unit dwellings through the rezoning 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;

<sup>2</sup> Although the property is not designated Commercial Council can consider amendments to the Zoning By-law on lands that adjoin a different land use designation (see Policy IM-14 Adjoining Designations)

- 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.

**ANALYSIS:**

<b>Policy HDR-4 High-density Residential</b>	<b>Staff Comment</b>
<b>Subject lands are adjacent to or in close proximity to collector or arterial streets and transit routes;</b>	The proposed building has frontage on Hampton Road with access through Woodland Avenue. A traffic impact statement was prepared to determine any additional traffic enhancement or requirements. Staff are still reviewing the traffic study and are considering the possibility of connecting Woodland Avenue through to Hampton Road. No determination regarding Woodland Avenue has been made yet.
<b>The maximum density does not exceed 100 square meters of land per apartment unit;</b>	The 8 properties have a total area of 5143.5m <sup>2</sup> (1.27 acres) in area and proposed density at 36 units does not exceed the 100m <sup>2</sup> of land per apartment unit. As noted earlier the applicant anticipates future commercial development of the front portion of the site; however, no less than 3600 square meters of the property would need to be allocated for the apartment building. The remaining balance 1,543.5m <sup>2</sup> could be retained under its current commercial zoning for future development consideration.
<b>Subject lands are adequate in size relative to the intensity and scale of the proposed land development;</b>	The proposed building would be located in an area containing a variety of uses including commercial (93-101 Hampton Road & 48-50 Clark Road), multi-unit residential (19 Woodland Avenue) and low-density (42-46 Clark Road) residential uses.
<b>The subject lands do not exceed 1 acre in total area (or 40 apartment units);</b>	As noted the entire parcel of land has a total area of 5143.5m <sup>2</sup> , which exceeds the (4000m <sup>2</sup> ) limit on project density however, the project density at 36 units complies with the policy restriction on density. Furthermore, the applicant could easily consolidate the 8 property parcels to comply with plan policy.

<p><b>Underground parking is provided;</b></p>	<p>The proposal includes indoor parking on the building's main level and a combination of sheltered and open surface parking.</p>
<p><b>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.</b></p>	<p>The developer is preparing a technical shadow study of the proposed building.</p>
<p><b>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;</b></p>	<p>Staff are still reviewing the developer's traffic impact statement.</p>
<p><b>Excellence in site design best practices addressing features such as Crime Prevention through Environmental Design (CPTED) principles, urban design, and high quality landscaping; and</b></p>	<p>Staff note that because the proposed building would potentially share a property boundary with potentially a future commercial parking lot it will be very important to define property lines with landscaping and fencing such that commercial customers are clear about the private property and do not use the property.</p>
<p><b>A building design of high quality that is consistent with community values and architectural best practices.</b></p>	<p>Staff believe that the flat roof modern style of architecture 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 Hampton Road and surrounding buildings. Staff are however, still reviewing the use of façade colours and materials to potentially mitigate the bright white appearance of the building and perhaps introduce materials that are more natural.</p>
<p><b>A building design of high quality that is consistent with community values and architectural best practices.</b></p>	<div data-bbox="813 1423 1409 1818" data-label="Image"> </div> <p>The use of wood siding in combination with other materials can break up the façade's massing and add warmth and texture.</p>



**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 and consideration of the following:

<b>Implementation Policy IM-13</b>	<b>Staff Review</b>
<b>A. That the proposal is not premature or inappropriate by reason of:</b>	
1) <b>The financial capability of Rothesay to absorb any costs relating to the development;</b>	Staff are still considering options with regard to the creation of driveway on Woodland Avenue or the development of connected public street.
2) <b>The adequacy of municipal wastewater facilities, storm water systems or water distribution systems;</b>	Staff believe that the municipal infrastructure is adequate for the proposed development.
3) <b>The proximity of the proposed development to schools, recreation or other municipal facilities and the capability of these services to satisfy any additional demands;</b>	Staff believe the schools, recreation or other municipal facilities in the neighbourhood are adequate for the proposed development.
4) <b>The adequacy of road networks leading to or within the development; and</b>	Staff are still reviewing the traffic study.
5) <b>The potential for damage or destruction of designated historic buildings and sites.</b>	There are no historic buildings or sites identified within the project’s vicinity.
<b>B. that controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:</b>	
1. <b>Type of use;</b>	The multi-unit residential is a compatible use with the surrounding businesses.
2. <b>Height, bulk and lot coverage of any proposed building;</b>	Staff’s main concern is the proposed reduced rear yard setback of 5m, otherwise the proposed building Height, bulk and lot coverage comply with the by-law.
3. <b>Traffic generation, access to and egress from the site, and parking; open storage; and</b>	Staff are reviewing the traffic study.
4. <b>Signage.</b>	No commercial signage is requested.
<b>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.</b>	The property is poorly drained and therefore not suitable for development of underground parking and therefore the developer has proposed parking on the main level of the building.

**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. KV Fire Department are still reviewing the proposed development.

**POLLING:**

Staff will prepare a polling notification letter to be sent to surrounding property owners.

**RECOMMENDATIONS:**

Staff recommend the Planning Advisory Committee consider the following MOTION:

- A. PAC HEREBY Tables the rezoning application for 95 Hampton Road pending the receipt of a supplemental staff report containing the following:
1. Additional project details from the applicant;
  2. Staff review and recommendation of traffic and access;
  3. Polling results;
  4. Review by KVFD; and
  5. Draft development agreement and rezoning By-law.

Map 1	Property Location Map
Map 2	Future Land Use Designation (Municipal Plan)
Attachment A	Proposed Development Submission from Applicant



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

Date: **Wednesday, December 01, 2021**

**Map 1**  
2022 March 14 Open Session FINAL\_142  
Property Location



1:600

# Map 2 - Future Land Use Municipal Plan

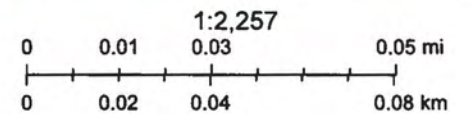
2022 March 14 Open Session Final IFC



11/25/2021, 1:00:49 PM

**Future Land Use**  
 High Density
  Medium Density
  Property

Commercial
  Institutional
  Rothesay Boundary
 Civic Address

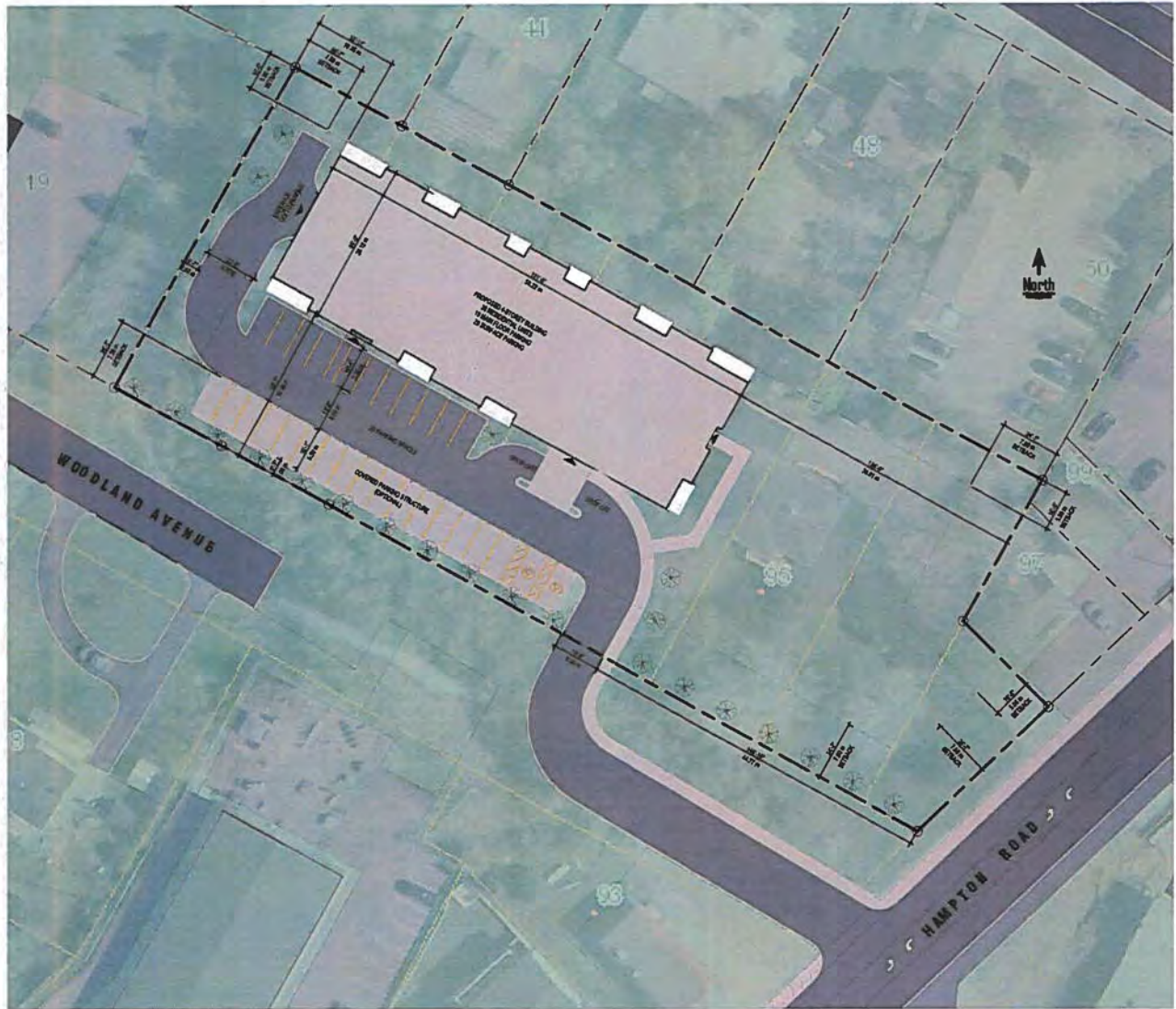


**SCHEMATIC SUMMARY**

NO.	DESCRIPTION	DATE
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74	SCHEMATIC SUMMARY	11/15/2021
75	SCHEMATIC SUMMARY	11/15/2021
76	SCHEMATIC SUMMARY	11/15/2021
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95	SCHEMATIC SUMMARY	11/15/2021
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97	SCHEMATIC SUMMARY	11/15/2021
98	SCHEMATIC SUMMARY	11/15/2021
99	SCHEMATIC SUMMARY	11/15/2021
100	SCHEMATIC SUMMARY	11/15/2021

**Disclaimer:** The preliminary schematic site plan is based on the information provided by the client, or based on a public search. The site plan is a general representation which does not constitute a site, engineering and/or landscape plan. The plan is not intended to be used for legal purposes or as a vehicle used for construction or other. Owners and/or other parties may wish to conduct a field visit to the site, including verifying topography, existing easements, and conditions, etc.

**SCHEMATIC SUMMARY**  
1/2" = 1'-0"



**SITE PLAN**  
3/64" = 1'-0"



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NO.	DESCRIPTION	DATE

**spitfire**  
DESIGN CO.  
11445 Steeles Avenue East, Unit 102  
For 905-885-3111 FAX: (905) 885-2117 email: info@spitfire.ca

**KV PROPERTIES**

**APARTMENT**  
90 Hampton Road Highway, Markham

**SITE PLAN**

Date:	10 Nov. 2021	
Checked by:	D.M.	
Drawn by:	E.C.	Revised: -
Scale:	AS NOTED	
Sheet:	A0.1	Page: 4 of 5



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Rev.#	Description	Date

Architectural Designer



Client: **KV PROPERTIES**

Project: **APARTMENT**

Address: **88 Hamilton Road Pathway, Markham**

Drawing No: **1F-2F**

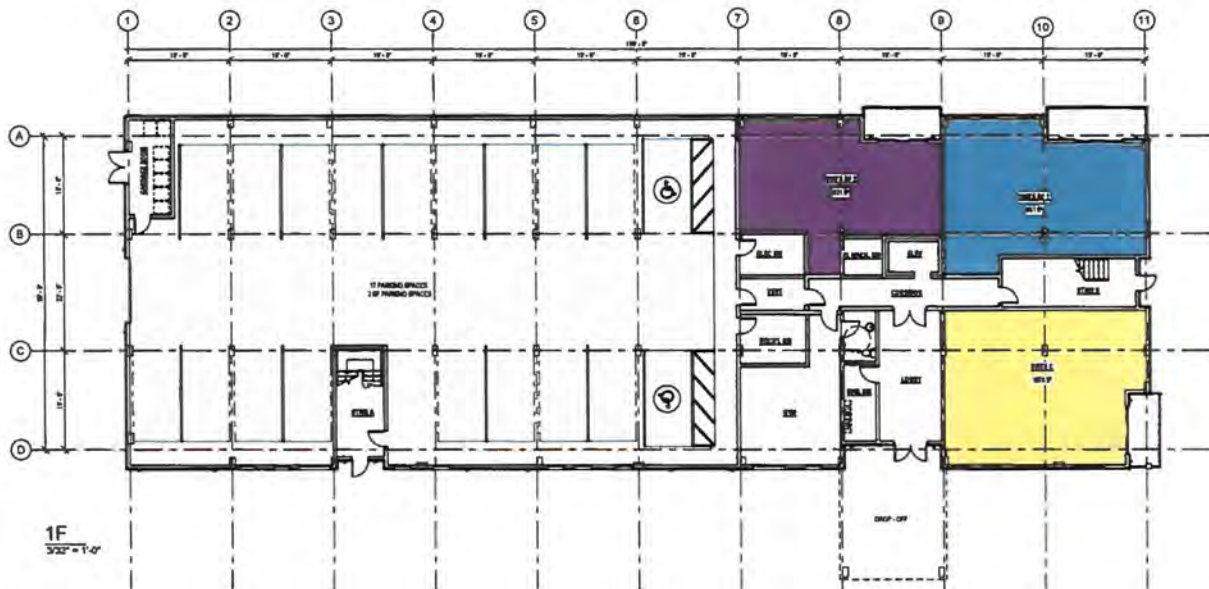
Date: **10 Nov. 2021**

Drawn by: **D.M.**

Checked by: **E.C.**

Scale: **AS NOTED**

Sheet: **A21** of **100**



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BLUITE A	TWO BED TWO BATH	1080 SF	10
BLUITE B	TWO BED TWO BATH	1180 SF	10
BLUITE B-1	TWO BED ONE BATH	800 SF	1
BLUITE B-2	TWO BED ONE BATH	830 SF	1
BLUITE C	TWO BED ONE BATH	1080 SF	10
BLUITE D	TWO BED ONE BATH	830 SF	10
BLUITE E	ONE BED ONE BATH	770 SF	10
BLUITE F	ONE BED ONE BATH	830 SF	10
BLUITE G	TWO BED TWO BATH	1040 SF	10
BLUITE H	ONE BED ONE BATH	840 SF	10

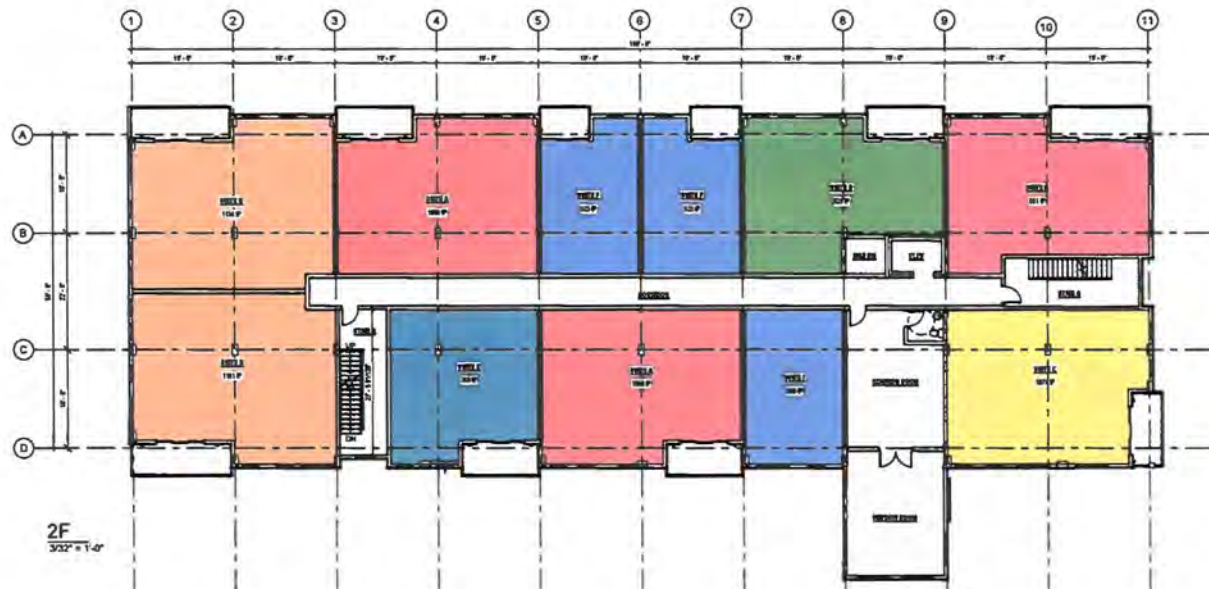
Shared total: 38

Units	Comments	Area	Count
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BLUITE B-2	TWO BED ONE BATH	830 SF	1
BLUITE C	TWO BED ONE BATH	1080 SF	1

Units	Comments	Area	Count
BLUITE A	TWO BED TWO BATH	1080 SF	10
BLUITE B	TWO BED TWO BATH	1180 SF	10
BLUITE C	TWO BED ONE BATH	1080 SF	10
BLUITE D	TWO BED ONE BATH	830 SF	10
BLUITE E	ONE BED ONE BATH	770 SF	10
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BLUITE F	ONE BED ONE BATH	830 SF	10
BLUITE G	TWO BED TWO BATH	1040 SF	10
BLUITE H	ONE BED ONE BATH	840 SF	10





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DATE	DESCRIPTION	BY

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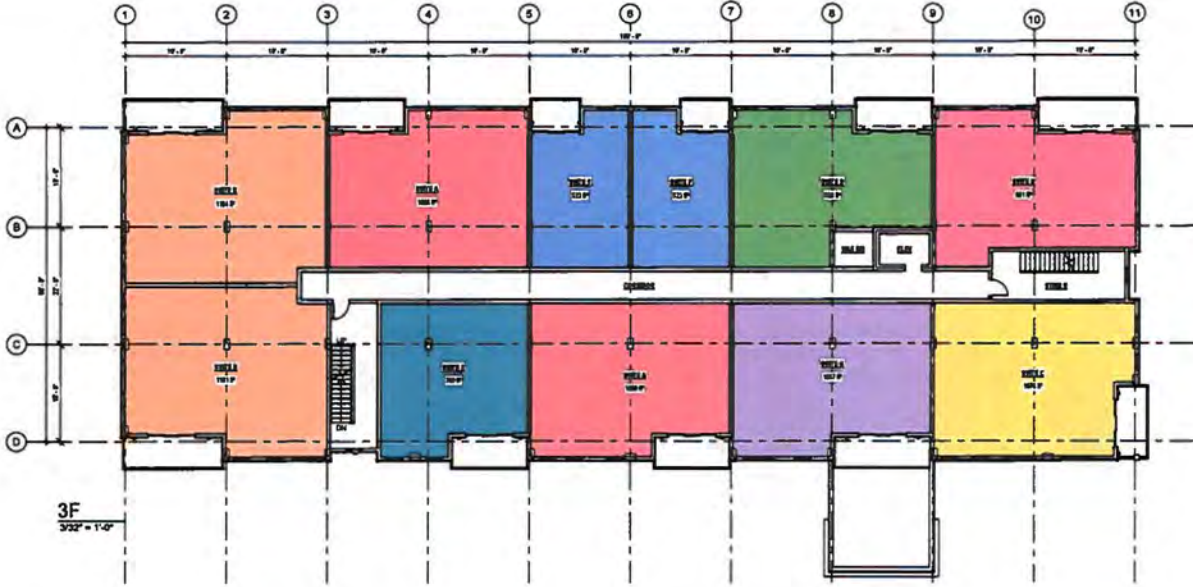
REV #	Description	Date

Architect/Designer

1040, 10th Avenue SE, Suite 101  
 For 3051-851-1571 Fax 3051-851-4771 [info@spitfire.ca](mailto:info@spitfire.ca)

**KV PROPERTIES**  
 Project: **APARTMENT**  
 88 Houghton Road Highway, Markham  
 Drawing Title: **3F-4F**

Date:	10 Nov 2021
Drawn by:	D.M.L.
Checked by:	E.C.
Scale:	AS NOTED
Sheet:	A22
Page:	4/20

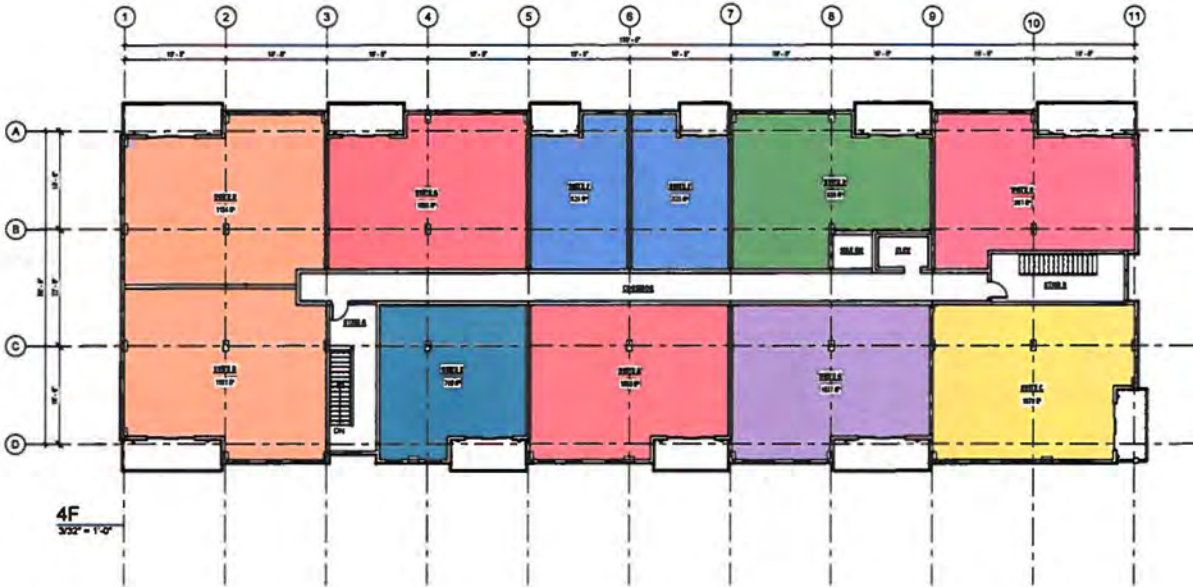


SUITE BREAKDOWN				
Name	Comments	Area	Count	
SUITE A	TWO BED TWO BATH	1080 SF	2	
SUITE B	TWO BED TWO BATH	1100 SF	2	
SUITE C	TWO BED ONE BATH	840 SF	1	
SUITE D	TWO BED ONE BATH	830 SF	1	
SUITE E	TWO BED ONE BATH	1080 SF	2	
SUITE F	ONE BED ONE BATH	770 SF	1	
SUITE G	ONE BED ONE BATH	770 SF	1	
SUITE H	TWO BED TWO BATH	1080 SF	2	
SUITE I	ONE BED ONE BATH	840 SF	1	

SUITE BREAKDOWN PER FLOOR				
Name	Comments	Area	Count	

3F				
Name	Comments	Area	Count	
SUITE EP 1	TWO BED ONE BATH	840 SF	1	
SUITE EP 2	TWO BED ONE BATH	830 SF	1	
SUITE EP 3	TWO BED ONE BATH	1080 SF	1	

4F				
Name	Comments	Area	Count	
SUITE A	TWO BED TWO BATH	1080 SF	2	
SUITE B	TWO BED TWO BATH	1100 SF	2	
SUITE C	TWO BED ONE BATH	1080 SF	1	
SUITE D	TWO BED ONE BATH	840 SF	1	
SUITE E	ONE BED ONE BATH	770 SF	1	
SUITE F	ONE BED ONE BATH	770 SF	1	
SUITE G	TWO BED TWO BATH	1080 SF	2	
SUITE H	ONE BED ONE BATH	840 SF	1	















**Subject: Traffic Memo – Hampton Road Apartments Traffic Impact Statement**

June 28, 2021

June 28, 2021

**Brett Taylor**  
**KV Properties Limited**  
1 Magnolia Lane  
Rothesay (NB) E2E 3L2

**Subject: Traffic Memo – Hampton Road Apartments Traffic Impact Statement**  
Englobe Ref. 2105853

## **INTRODUCTION**

A new residential development has been proposed at 95 Hampton Road in the Town of Rothesay. The development will consist of a 40-unit apartment building with both underground and service level parking facilities. Access to the site will be facilitated off a new section of Woodland Avenue. This new section of the street will connect onto Hampton Road west of the development site. The new section of Woodland Avenue will end near the development site access and will not connect to the existing section of Woodland Avenue until some point later in the future.

As part of the development approval process, the Town of Rothesay requires that a Traffic Impact Statement (TIS) be completed for this development. The primary concern is how the development will impact traffic along Hampton Road and how the site will be accessed. KV Properties Ltd. has retained Englobe Corp. to complete this TIS. The Study Area for this TIS includes the proposed development site, the new section of Woodland Avenue, the intersection of Hampton Road and Marr Road/Clark Road, as well as the section of Hampton Road between Woodland Avenue and Marr Road/Clark Road, as shown in **Figure 1**. Should all the approvals be granted, it is expected that the proposed development will be fully operational in 2023, therefore 2028 was chosen as the future horizon year for the analysis.

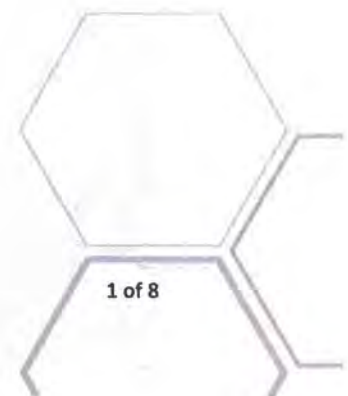


Figure 1 – Study Area



**EXISTING CONDITIONS**

**Streets and Intersections**

**Hampton Road** is a local collector street as well as a provincially designated arterial highway (Route 100). Hampton Road is oriented in the north-south direction and is a primary travel corridor through the Town of Rothesay, providing access to residential, commercial and institutional land uses. Near the development site, Hampton Road carries Annual Average Daily Traffic (AADT) volumes of approximately 10,500 vehicles per day and has one lane of traffic in each direction that are separated by a two-way left turn lane. Hampton Road features sidewalk along both sides of the street.

**Woodland Avenue** is a local street that extends in the east-west direction. The east end of Woodland Avenue ends approximately 80 m west of Hampton Road. The proposed new section of Woodland Avenue will be aligned with the existing section of the street, however it will not connect through to it. The new section of Woodland Avenue will intersect with Hampton Road at a t-intersection. Stop control will be provided on the Woodland Avenue approach.

The **Hampton Road / Marr Road / Clark Road** intersection is a 4-legged signalized intersection and is located approximately 100 m north of the proposed Woodland Avenue section. The north and south approaches are located on Hampton Road, while the east and west approaches are located on Marr Road and Clark Road, respectively. Crosswalks are present across all approaches.

**Traffic Volumes**

Peak hour turning movement counts were completed by Englobe in February, 2016 at the intersection of Hampton Road and Marr Road/Clark Road. These data were used to estimate the future traffic volumes along Hampton Road near the proposed development site. The 2016 traffic data are provided in **Appendix A**.

**DEVELOPMENT TRAFFIC GENERATION**

Trip generation rates for the proposed development were estimated using the ITE TripGen Web-based App, which is based on the 10<sup>th</sup> Edition of the Institute of Transportation Engineer’s (ITE) *Trip Generation Manual*. The proposed development will consist of a mid-rise residential building with 40 dwelling units, therefore 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 1**. 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 1 – Traffic Generation for 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)	40 Dwelling Units	3	11	14	11	7	18	218

The development traffic was assigned to the new Hampton Road / Woodland Avenue intersection and the Hampton Road / Marr Road / Clark Road intersection based on the existing traffic distributions along Hampton Road. The 2028 horizon year traffic volumes were estimated by applying an annual growth rate of 1.0 % to the 2016 data and adding the development traffic. The 2028 traffic volumes at the intersections of Hampton Road / Woodland Avenue and Hampton Road / Marr Road / Clark Road with the development in place are shown in **Figure 2**.

Figure 2 – 2028 Traffic Volumes with Development Traffic





## LEVEL OF SERVICE ANALYSIS

A Level of Service (LOS) analysis was completed for the 2028 traffic conditions at the new Hampton Road / Woodland Avenue intersection and at the Hampton Road / Marr Road / Clark Road intersection with the proposed residential development in place. The 2028 LOS results for the two intersections with the development in place are summarized as follows:



- In 2028, the Hampton Road / Woodland Avenue intersection would operate efficiently at an overall LOS A during both peak periods. All individual movements would operate at a LOS B or better.
- In 2028, the Hampton Road / Marr Road / Clark Road intersection would operate efficiently at an overall LOS C during both peak periods.
- During the PM peak period, the eastbound left turn and northbound through movements at the Hampton Road / Marr Road / Clark Road intersection would operate at a LOS E with v/c ratios of 0.91 and 1.02, respectively. The 95<sup>th</sup> percentile queue length at the northbound approach would be approximately 128 m.
- All other individual turning movements would operate at a LOS D or better during both peak periods.

The LOS results indicate that, in 2028 with the additional development traffic, the intersection of Hampton Road and Woodland Avenue will operate efficiently. The intersection of Hampton Road and Marr Road / Clark Road will also operate efficiently overall, with some delay for the northbound through traffic and eastbound left turn traffic during the evening peak period. This is a result of the background traffic growth and not the development traffic, as only 1-2 vehicles were added to these movements from the development. The 95<sup>th</sup> percentile queue length for northbound through traffic is estimated at 128 metres, which is greater than the distance of 100 metres that will be provided between the Hampton Road / Marr Road / Clark Road intersection and the proposed Woodland Avenue extension.

The LOS results, including average delay, volume to capacity (v/c) ratios, and the 95<sup>th</sup> percentile queue lengths for the 2028 traffic conditions with the development in place are summarized in **Table 2**. Detailed Synchro analysis outputs are included in **Appendix B**.



Table 2 – 2028 LOS with Development

Intersection			Overall LOS, Delay (sec/veh)	Turning Movement LOS Average Delay (seconds per vehicle) [Volume to Capacity Ratio (v/c)] 95 <sup>th</sup> Percentile Queue (m)											
				Eastbound			Westbound			Northbound			Southbound		
North-South Street @ East-West Street	Traffic Control	Time Period		L ←	T ↑	R →	L ←	T ↑	R →	L ←	T ↑	R →	L ←	T ↑	R →
Hampton Road @ Woodland Avenue		AM Peak	LOS A 0.2	B 14.3 [0.03] <1	-	B 14.3 [0.03] <1	Shared	Shared	Shared	A 8.7 [0.00] 0	A 0.0 [0.23] 0	Shared	Shared	A 0.0 [0.35] 0	Shared
		PM Peak	LOS A 0.2	B 14.9 [0.02] <1	-	B 14.9 [0.02] <1	Shared	Shared	Shared	A 8.1 [0.01] <1	A 0.0 [0.32] 0	Shared	Shared	A 0.00 [0.24] 0	Shared
Hampton Road @ Marr Road / Clark Road		AM Peak	LOS C 24.9	C 25.9 [0.46] 33	C 26.8 [0.67] 71	Shared	Shared	D 49.1 [0.81] 66	A 5.4 [0.20] 10	C 24.3 [0.26] 16	D 37.1 [0.79] 74	Shared	C 24.0 [0.38] 37	A 9.3 [0.37] 41	A 2.0 [0.10] 5
		PM Peak	LOS C 34.6	E 76.4 [0.91] 57	C 21.9 [0.45] 46	Shared	Shared	D 36.9 [0.78] 87	A 4.9 [0.39] 15	C 23.1 [0.22] 17	E 74.1 [1.02] 128	Shared	C 23.2 [0.31] 30	A 8.2 [0.27] 30	A 1.7 [0.20] 7

**PEDESTRIAN ACCESS**

The Study Team completed a review of the existing pedestrian infrastructure near the proposed development site. Hampton Road currently features concrete sidewalk adjacent to the curb along both sides of the street. Crosswalks are provided in all directions at the Hampton Road / Marr Road / Clark Road intersection. It is recommended that a pedestrian connection be provided into the development site from Hampton Road. This could be achieved either by extending sidewalk along the north side of the new section of Woodland Avenue, or by providing a walkway directly to the site from Hampton Road.

The proposed development is located along a KV COMEX transit route. The nearest transit stop is located in front of Rothesay High School, which is approximately 350m from the development site.

**DRIVEWAY ACCESS AND PARKING**

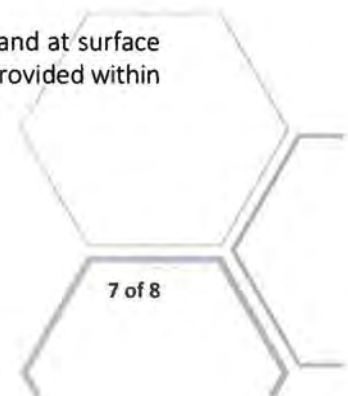
The proposed development will be accessed off a new section of Woodland Avenue. This new section will be located approximately 100 m south of the Hampton Road / Marr Road / Clark Road signalized intersection. This is greater than the minimum corner clearance recommended by the TAC Design Guide, which states that 55 m should be provided between a major signalized intersection and an access road or driveway. It is recommended that the development access off the new section of Woodland Avenue be installed at least 5 m west of Hampton Road in order to adhere to TAC recommendations.

The development’s parking facilities have not yet been established, however it is expected that both underground and surface level parking will be provided. According to the Town of Rothesay Zoning By-Law No. 02-10, the parking requirements for multi-unit residential developments vary between 1.1 to 1.5 parking spaces per unit depending on the number of bedrooms that are provided. Barrier-free parking requirements are determined based on the total number of parking spaces required. **Table 3** summarizes the parking requirements for a 40-unit residential building.

*Table 3 – Parking Lot Requirements*

Number of Bedrooms per Unit	Spaces Required per Unit	Total Spaces Required	Total Barrier-Free Spaces Required
0 (Bachelor)	1.1	44	2
1 to 2	1.3	52	4
3 +	1.5	60	4

The minimum total number of parking spaces required at the development (underground and at surface level) varies between 44 and 60 spaces depending on the number of bedrooms that will be provided within each residential unit. The minimum number of barrier free spaces varies between 2 and 4.



Subject: Traffic Memo – Hampton Road Apartments Traffic Impact Statement

June 28, 2021

## SUMMARY AND RECOMMENDATIONS

In summary, traffic generated by the 40-unit residential development is not expected to cause operational issues to the existing street network. The Hampton Road / Marr Road / Clark Road is expected to continue to operate efficiently during peak periods. During the evening peak period, it is expected that the queue at the south leg of the intersection will extend past the new section of Woodland Avenue, which may result in extra delays for vehicles turning left out of Woodland Avenue.

Pedestrian access to the site is good due to the presence of sidewalks along Hampton Road and crosswalks at the Hampton Road / Marr Road / Clark Road intersection. It is, however, recommended that a walkway into the site from Hampton Road or a sidewalk along the new section of Woodland Avenue be provided to provide direct pedestrian access to the development.

Based on guidance from TAC, it is recommended that a minimum clearance of 5 m be provided between the corner of Woodland Avenue and Hampton Road and the development access. This access will provide access to the development's parking facilities, which, according to the Town's zoning bylaws, must include 44 to 60 parking spaces depending on the number of bedrooms provided within each residential unit.

We trust the enclosed is to your satisfaction. If, however, additional information should be required, please communicate with the undersigned.

Yours very truly,



Jill DeMerchant, P.Eng., M.Eng.

Transportation Engineer



Peter Allaby, P.Eng., M.A.Sc.

Vice President Operations

**Subject: Traffic Memo – Hampton Road Apartments Traffic Impact Statement**

June 28, 2021

## **Appendix A: Traffic Data**

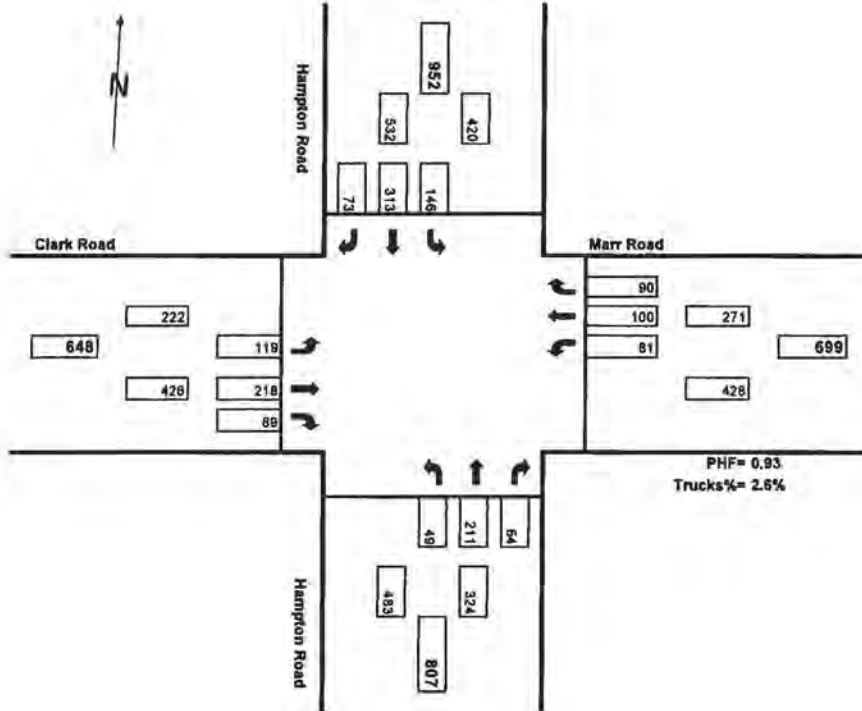


# Traffic Count Summary

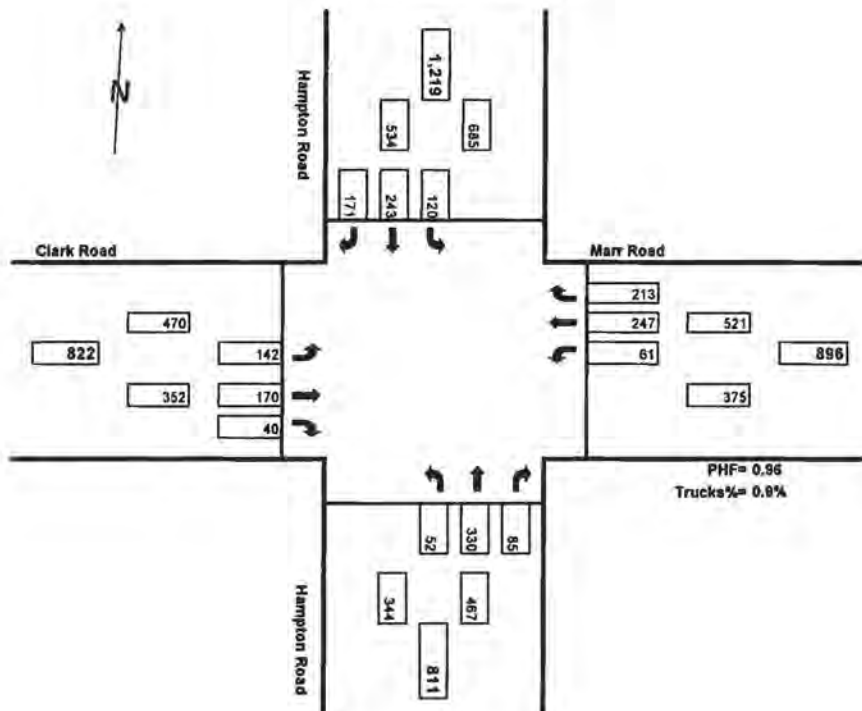
## AM and PM Peak Hours

### Hampton Road/Marr Road

#### AM Peak Hour 07:45 - 08:45



#### PM Peak Hour 16:15 - 17:15



Subject: Traffic Memo – Hampton Road Apartments Traffic Impact Statement

June 28, 2021

## Appendix B: Level of Service Reports



Hampton Road TIS  
AM Peak with Development

06-28-2021



Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	Y		Y	↑	↑	
Traffic Volume (veh/h)	4	7	1	365	544	2
Future Volume (Veh/h)	4	7	1	365	544	2
Sign Control	Stop			Free	Free	
Grade	0%			0%	0%	
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93
Hourly flow rate (vph)	4	8	1	392	585	2
<b>Pedestrians</b>						
Lane Width (m)						
Walking Speed (m/s)						
Percent Blockage						
Right turn flare (veh)						
Median type				None	None	
Median storage (veh)						
Upstream signal (m)					131	
pX, platoon unblocked	0.89	0.89	0.89			
vC, conflicting volume	980	586	587			
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	915	471	472			
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	98	100			
cM capacity (veh/h)	270	528	963			
<b>Direction, Lane #</b>	<b>EB 1</b>	<b>NB 1</b>	<b>NB 2</b>	<b>SB 1</b>		
Volume Total	12	1	392	587		
Volume Left	4	1	0	0		
Volume Right	8	0	0	2		
cSH	401	963	1700	1700		
Volume to Capacity	0.03	0.00	0.23	0.35		
Queue Length 95th (m)	0.7	0.0	0.0	0.0		
Control Delay (s)	14.3	8.7	0.0	0.0		
Lane LOS	B	A				
Approach Delay (s)	14.3	0.0		0.0		
Approach LOS	B					
<b>Intersection Summary</b>						
Average Delay			0.2			
Intersection Capacity Utilization			38.8%	ICU Level of Service	A	
Analysis Period (min)			15			



Hampton Road TIS  
AM Peak with Development

06-28-2021

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	134	246	100	91	113	101	56	240	73	165	355	82
Future Volume (vph)	134	246	100	91	113	101	56	240	73	165	355	82
Satd. Flow (prot)	1752	1765	0	0	1804	1568	1752	1780	0	1752	1845	1568
Flt Permitted	0.558				0.486		0.535			0.950		
Satd. Flow (perm)	1029	1765	0	0	897	1568	987	1780	0	1752	1845	1568
Satd. Flow (RTOR)		30				109		21				88
Lane Group Flow (vph)	144	373	0	0	220	109	60	336	0	177	382	88
Turn Type	Perm	NA		Perm	NA	Perm	Perm	NA		Prot	NA	Perm
Protected Phases		4			8			2		1	6	
Permitted Phases	4			8		8	2					6
Total Split (s)	25.0	25.0		25.0	25.0	25.0	22.5	22.5		22.5	45.0	45.0
Total Lost Time (s)	4.5	4.5			4.5	4.5	4.5	4.5		4.5	4.5	4.5
Act Effct Green (s)	20.5	20.5			20.5	20.5	15.7	15.7		18.0	38.3	38.3
Actuated g/C Ratio	0.30	0.30			0.30	0.30	0.23	0.23		0.27	0.56	0.56
v/c Ratio	0.46	0.67			0.81	0.20	0.26	0.79		0.38	0.37	0.10
Control Delay	25.9	26.8			49.1	5.4	24.3	37.1		24.0	9.3	2.0
Queue Delay	0.0	0.0			0.0	0.0	0.0	0.0		0.0	0.0	0.0
Total Delay	25.9	26.8			49.1	5.4	24.3	37.1		24.0	9.3	2.0
LOS	C	C			D	A	C	D		C	A	A
Approach Delay		26.5			34.6			35.2			12.3	
Approach LOS		C			C			D			B	
Queue Length 50th (m)	16.1	41.3			28.0	0.0	6.5	39.4		20.0	25.3	0.0
Queue Length 95th (m)	33.1	#71.4			#66.0	10.3	16.1	#74.2		37.2	41.2	5.1
Internal Link Dist (m)		207.1			251.9			107.5			234.5	
Turn Bay Length (m)						50.0				75.0		40.0
Base Capacity (vph)	311	555			271	551	262	488		465	1103	973
Starvation Cap Reductn	0	0			0	0	0	0		0	0	0
Spillback Cap Reductn	0	0			0	0	0	0		0	0	0
Storage Cap Reductn	0	0			0	0	0	0		0	0	0
Reduced v/c Ratio	0.46	0.67			0.81	0.20	0.23	0.69		0.38	0.35	0.09

Intersection Summary

Cycle Length: 70

Actuated Cycle Length: 67.8

Control Type: Actuated-Uncoordinated

Maximum v/c Ratio: 0.81

Intersection Signal Delay: 24.9

Intersection LOS: C

Intersection Capacity Utilization 71.2%

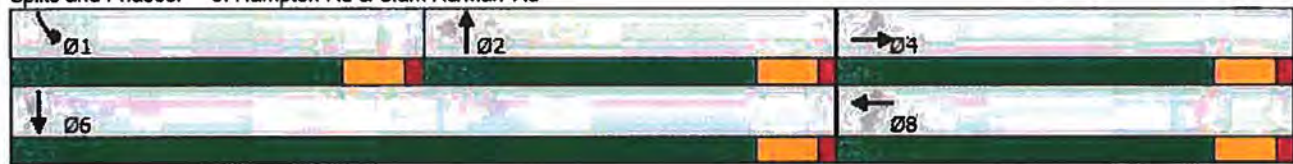
ICU Level of Service C

Analysis Period (min) 15

# 95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

Splits and Phases: 5: Hampton Rd & Clark Rd/Marr Rd



Hampton Road TIS  
PM Peak with Development

06-28-2021



Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	Y		Y	↑	↑	
Traffic Volume (veh/h)	4	3	6	527	388	5
Future Volume (Veh/h)	4	3	6	527	388	5
Sign Control	Stop			Free	Free	
Grade	0%			0%	0%	
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96
Hourly flow rate (vph)	4	3	6	549	404	5
<b>Pedestrians</b>						
Lane Width (m)						
Walking Speed (m/s)						
Percent Blockage						
Right turn flare (veh)						
Median type				None	None	
Median storage veh						
Upstream signal (m)					131	
pX, platoon unblocked	0.93	0.93	0.93			
vC, conflicting volume	968	406	409			
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	929	328	331			
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	99			
cM capacity (veh/h)	277	668	1152			
<b>Direction, Lane #</b>	<b>EB 1</b>	<b>NB 1</b>	<b>NB 2</b>	<b>SB 1</b>		
Volume Total	7	6	549	409		
Volume Left	4	6	0	0		
Volume Right	3	0	0	5		
cSH	369	1152	1700	1700		
Volume to Capacity	0.02	0.01	0.32	0.24		
Queue Length 95th (m)	0.5	0.1	0.0	0.0		
Control Delay (s)	14.9	8.1	0.0	0.0		
Lane LOS	B	A				
Approach Delay (s)	14.9	0.1		0.0		
Approach LOS	B					
<b>Intersection Summary</b>						
Average Delay			0.2			
Intersection Capacity Utilization			37.7%	ICU Level of Service	A	
Analysis Period (min)			15			

Hampton Road TIS  
PM Peak with Development

06-28-2021

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	160	192	46	70	278	240	60	374	97	135	277	193
Future Volume (vph)	160	192	46	70	278	240	60	374	97	135	277	193
Satd. Flow (prot)	1787	1827	0	0	1862	1599	1787	1823	0	1787	1881	1599
Flt Permitted	0.332				0.843		0.583			0.950		
Satd. Flow (perm)	625	1827	0	0	1586	1599	1097	1823	0	1787	1881	1599
Satd. Flow (RTOR)		17				250		18				201
Lane Group Flow (vph)	167	248	0	0	363	250	63	491	0	141	289	201
Turn Type	Perm	NA		Perm	NA	Perm	Perm	NA		Prot	NA	Perm
Protected Phases		4			8			2		1	6	
Permitted Phases	4			8		8	2					6
Total Split (s)	25.0	25.0		25.0	25.0	25.0	22.5	22.5		22.5	45.0	45.0
Total Lost Time (s)	4.5	4.5			4.5	4.5	4.5	4.5		4.5	4.5	4.5
Act Effct Green (s)	20.5	20.5			20.5	20.5	18.0	18.0		18.0	40.5	40.5
Actuated g/C Ratio	0.29	0.29			0.29	0.29	0.26	0.26		0.26	0.58	0.58
v/c Ratio	0.91	0.45			0.78	0.39	0.22	1.02		0.31	0.27	0.20
Control Delay	76.4	21.9			36.9	4.9	23.1	74.1		23.2	8.2	1.7
Queue Delay	0.0	0.0			0.0	0.0	0.0	0.0		0.0	0.0	0.0
Total Delay	76.4	21.9			36.9	4.9	23.1	74.1		23.2	8.2	1.7
LOS	E	C			D	A	C	E		C	A	A
Approach Delay		43.8			23.9			68.3			9.5	
Approach LOS		D			C			E			A	
Queue Length 50th (m)	22.0	25.6			45.5	0.0	6.8	~67.8		15.7	17.8	0.0
Queue Length 95th (m)	#57.4	45.7			#87.1	15.2	16.5	#127.6		30.1	30.2	7.4
Internal Link Dist (m)		207.1			251.9			107.5			234.5	
Turn Bay Length (m)						50.0				75.0		40.0
Base Capacity (vph)	183	547			464	645	282	482		459	1088	1009
Starvation Cap Reductn	0	0			0	0	0	0		0	0	0
Spillback Cap Reductn	0	0			0	0	0	0		0	0	0
Storage Cap Reductn	0	0			0	0	0	0		0	0	0
Reduced v/c Ratio	0.91	0.45			0.78	0.39	0.22	1.02		0.31	0.27	0.20

Intersection Summary

Cycle Length: 70  
 Actuated Cycle Length: 70  
 Control Type: Actuated-Uncoordinated  
 Maximum v/c Ratio: 1.02  
 Intersection Signal Delay: 34.6  
 Intersection Capacity Utilization 79.5%  
 Analysis Period (min) 15  
 ~ Volume exceeds capacity, queue is theoretically infinite.  
 Queue shown is maximum after two cycles.  
 # 95th percentile volume exceeds capacity, queue may be longer.  
 Queue shown is maximum after two cycles.

Splits and Phases: 5: Hampton Rd & Clark Rd/Marr Rd



506.433.4427 (Sussex)  
506.652.1522 (Saint John)  
[info@dmse.ca](mailto:info@dmse.ca)  
[www.dmse.ca](http://www.dmse.ca)

2022March14OpenSessionFINAL\_167



Ref: 21292-WaterDemands

November 23, 2021

Mr. McLean,

## **Re: 97 Hampton Road - Water Demands - KV Properties**

Don-More Surveys & Engineering Ltd. (Don-More) has been engaged to perform hydrant flow testing and analyse available flows relative to projected demands for a proposed new development located at 97 Hampton Road.

We understand the proposed development is a 4 story building with a footprint of 1165m<sup>2</sup>. There are 36 proposed apartment units.

Using the Fire Underwriters Survey 1999 version, we can calculate the projected firefighting demands for the building. Full calculations are included in Appendix A. From this we see for non-combustible construction a peak demand of 1023gpm, and for limited combustible construction a peak demand of 1159gpm.

We can then calculate the peak domestic demands for the building. 36 residential units create a max hourly demand of 17gpm.

A hydrant flow test was conducted on November 23, 2021. Details of this test are included in schedule B.

Looking at a total combined projected demand of 1176gpm (1159gpm+17gpm), and comparing to the hydrant flow test we see a projected system pressure of about 40psi at peak demand. This is considered acceptable and based on this information we feel the system will support this development.

**Closing**

We trust this is sufficient for your present needs. Please feel free to contact the undersigned at 506.636.2136 or at [at@dmse.ca](mailto:at@dmse.ca) for any additional information or clarification.

Yours truly,

Don-More Surveys & Engineering Ltd.

*Andrew Toole*

Andrew Toole, NBLs, P.Eng.



## **Appendix A**

### **Projected Flow Calculations**

T 506.433.4427  
T 506.652.1522

4-60 Maple Avenue, Sussex, NB E4E 2N5  
16 Fulton Lane, Saint John, NB E2H 2W4

[www.dmse.ca](http://www.dmse.ca)  
[info@dmse.com](mailto:info@dmse.com)

**Fire Flow Calculations**  
**21292- 97 Hampton Road**

*From "Fire Underwriters Survey- 1999 Water Supply for Public Fire Protection"*

$$F = 220C\sqrt{A}$$

**where:** F= required fire flow in litres per minute (LPM)  
 C= Coefficient related to the type of construction  
 A= Total floor area (m<sup>2</sup>)

**Part 1: Determining an Estimate of Fire Flow**

Assuming fire resistive construction (C=0.6)

**Note:** For fire resistive buildings, consider the two largest adjoining floors plus 50% of each floor immediately above them.

$$A = 2 \times 1040 + (0.5 \times 2 \times 1040) = 3120 \text{ m}^2$$

$$F = 7373.12 \text{ LPM}$$

**Part 2: Reduction for Non-Combustible or Limited Combustible**

For Non-Combustible (-25%)                      F=            5529.84 LPM

For Limited Combustible (-15%)                      F=            6267.15 LPM

**Part 3: Reduction for Sprinklers (-30%)**

For Non-Combustible                      F=            3870.89 LPM

For Limited Combustible                      F=            4387.01 LPM

Range of Demands depending on Non-Combustible vs Limited Combustible:

<b>1022.7 GPM</b>
<b>1159.0 GPM</b>

**Note:** There are additional reductions related to sprinklers therefore this should be considered a conservative flow rate

**Domestic Demand Calculations**  
**21292- 97 Hampton Road**

Residential Portion of Building

Units	36 Units
Population	90 Persons (2.5 people/unit)
Site area	N/A m <sup>2</sup>

**Domestic Demands**

Average Daily Demand	410 L/person		
Max daily demand	680 L/person		
Max hourly demand	1025 L/person		
Avg Day	0.427 l/s	25.6 l/min	6.8 Gal/min (US)
Max day	0.708 l/s	42.5 l/min	11.2 Gal/min (US)
Max hour	1.068 l/s	64.1 l/min	16.9 Gal/min (US)



**Appendix B**  
**Hydrant Flow Test**

T 506.433.4427  
T 506.652.1522

4-60 Maple Avenue, Sussex, NB E4E 2N5  
16 Fulton Lane, Saint John, NB E2H 2W4

[www.dmse.ca](http://www.dmse.ca)  
[info@dmse.com](mailto:info@dmse.com)

**Project: KV Properties**  
**Date: November 23, 2021**  
**Location: 97 Hampton Road, Rothesay**




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**System Info:**

Pipe size: 200mm  
 Looped: Yes  
 Notes:

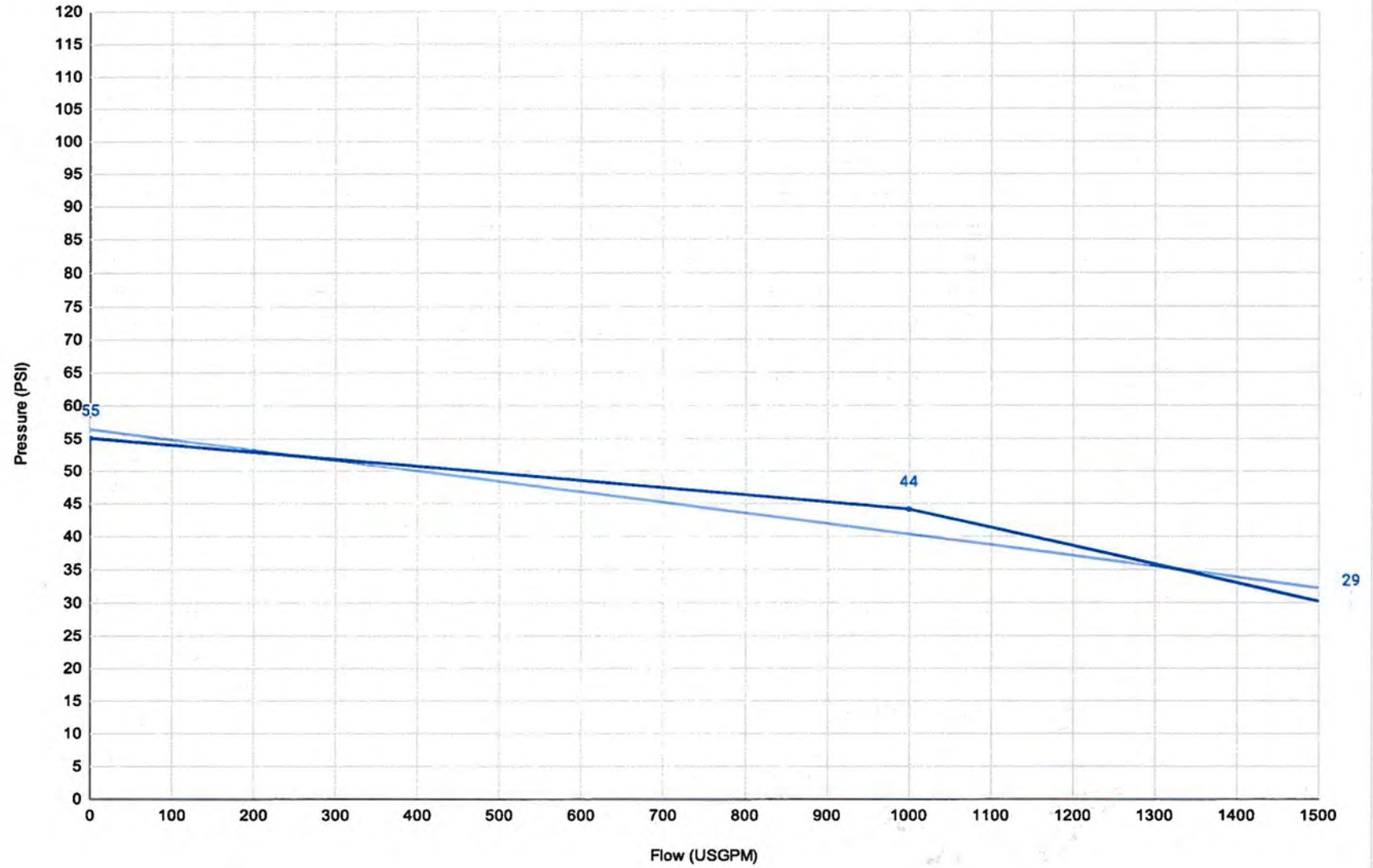
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**Test Data:**

Residual Hydrant: Northeast of Rothesay High School  
 Flow Hydrant: Intersection of Scott & Hampton Roads  
 Static pressure: 55 psi  
 Time of Test: 9:30 AM  
 Pitot coefficient: 0.88

Test #	# of outlets	Orifice sizes (inches)	Pitot readings (psi)	Equivalent flow (usgpm)	Total flow (usgpm)	Residual Pressure (psi)
0	0			0	0	55
1	1	2.5	37	1000	1000	44
2	2	2.5	22	770	1540	29
3	1	2.5		0	0	
4	2	2.5		0	0	
5	1	2.5		0	0	
6	2	2.5		0	0	

### Water Flow Test Summary







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# ROTHESAY

## MEMORANDUM



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TO : Mayor and Council  
FROM : Town Clerk Banks  
DATE : 25 February 2022  
RE : Alternate Appointment to the Greater Saint John Regional Facilities Commission

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### RECOMMENDATION:

Council approve the appointment of Deputy Mayor Matthew Alexander to serve as the alternate Rothesay representative for the Greater Saint John Regional Facilities Commission, in accordance with the *Greater Saint John Regional Facilities Commission Act*, RSNB 2016 c.101, for a term to expire December 31, 2024.

### Background:

Mayor Grant currently serves as the Rothesay representative on the Commission. In accordance with the *Greater Saint John Regional Facilities Commission Act*, RSNB 2016 c.101, Rothesay is legislated to appoint an alternate as a quorum consists of all five members (Saint John has two) – if one member cannot attend, the meeting cannot be held.

Commission appointments are for a term not to exceed three years but the appointee is eligible for re-appointment.

*Original signed by  
Mary Jane Banks, BComm  
Town Clerk*



70 Hampton Road  
Rothesay, NB  
E2E 5L5

**Rothesay Council**  
**March 14, 2022**

**TO:** Mary Jane Banks, Town Clerk

**SUBMITTED BY:**

Brian L. White, Director of Planning and Development Services

**DATE:** Friday, March-11-22

**SUBJECT:** PUBLIC HEARING SET DATE - 145 HAMPTON ROAD

---

**RECOMMENDATION:**

Rothesay Council schedule a Public Hearing for Tuesday, April 26, 2022, commencing at 6:30 p.m. to be held in the Common Room, Rothesay Town Hall, 70 Hampton Road, to consider rezoning land at 145 Hampton Road (PIDs 00243097 and 30266845) from Central Commercial to the Multi-Unit Residential Zone [R4] for a 43-unit / mixed used commercial apartment building, subject to the execution of a Development Agreement in accordance with the Community Planning Act, SNB 2017, c 19 and amendments thereto.

**ORIGIN:**

Rothesay's Planning Advisory Committee is currently processing a rezoning application as follows:

1. An application from Mark Hatfield, Director of PropertyStar Inc. to rezone 5914m<sup>2</sup> (1.46 acres) of land (see Map 1) at 145-147 Hampton Road from Central Commercial to the Multi-Unit Residential Zone [R4] for a 43-unit / mixed used commercial apartment building subject to the terms of a development agreement.

Unfortunately, Staff were not able to confirm a quorum for PAC's regular meeting on Monday March 7, 2022, therefore the meeting was cancelled. The application is a point in the rezoning process in that the next step is for Council to schedule a Public Hearing. PAC's agenda for the March meeting noted that the application was Tabled pending additional information from Staff. Staff prepared a report containing a Draft By-law and Draft Development Agreement for the application and provided the information to the PAC. The Staff recommendation to PAC on the application was to recommend Council schedule a public hearing.

The recommendation to schedule a public hearing is an administrative step and for that reason, Staff are requesting that Council accept the Staff recommendation to schedule the Public

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Hearing. Please note that PAC will have the opportunity to review the application and provide its written views to Council prior to the Public Hearing.



**To:** Chair and Members of Rothesay Planning Advisory Committee  
**From:** Brian L. White, MCIP, RPP  
Director of Planning and Development Services  
**Date:** Wednesday, March 02, 2022  
**Subject:** Rezoning - 43 Unit Apartment Building – 145 Hampton Road

<b>Applicant/owner:</b>	Mark Hatfield, Director	<b>Applicant/owner:</b>	Propertystar Inc.
<b>Mailing Address:</b>	11 Elliot Road Quispamsis, NB E2G 2B5	<b>Mailing Address:</b>	11 Elliot Road Quispamsis, NB E2G 2B5
<b>Property Location:</b>	145-147 Hampton Road	<b>PIDs:</b>	30266845, 00243097
<b>Plan Designation:</b>	Commercial	<b>Zone:</b>	Central Commercial
<b>Application For:</b>	43-unit / mixed used commercial apartment building		
<b>Input from Other Sources:</b>	Director of Operations, KVFD		

**RECOMMENDATION:**

PAC HEREBY removes from the TABLE the rezoning application for 145 Hampton Road.

**ORIGIN:**

At the February 7<sup>th</sup>, 2022 regular meeting PAC did TABLE the rezoning application for 145 Hampton Road pending the receipt of a supplemental staff report containing the following:

1. Additional project details from the applicant;
2. Staff review and recommendation of traffic and access;
3. Polling results;
4. Review by KVFD; and
5. Draft development agreement and rezoning by-law.

**ADDITIONAL PROJECT DETAILS:**

Staff previously recommended that the commercial signage be limited to awning signs incorporated into an awning valance. Awnings along commercial face of the building can provide a sense of scale as well as separating the storefront from the upper stories. Another acceptable sign would be projecting signs or wall mounted signs that enhance the character of the residential building. Staff note that lighting of the commercial signs should be restricted in their application to prevent light spillage into the upper level residential units. (Figure 2) The applicant has reviewed the Staff notes regarding signage and provide revised rendering showing awning signage. (Figure 1) Staff are supportive of the revisions to the building and note that the development agreement reflects the revisions by restricted the use of fascia signage in favour of awning and projecting signs.





Figure 1 - REVISED Project Rendering - Awning Signage and Enhanced Residential Entrance



Figure 2 – ORIGINAL Architectural Rendering of Proposed 43 Unit Apartment Building

**DRIVEWAY ENTRANCE:**

The applicant’s proposal is to share the driveway for the proposed building with the existing commercial driveway for 147 Hampton Road. The applicant engaged traffic consultants to provide a traffic study for the project. The consultant’s conclusion was “that the access be shifted as far north as possible. Maintaining a shared access at the location of the existing access on the property would be the preferred option and would reduce left turn conflicts.” Nevertheless, the Town reviewed the traffic analysis and are recommending a separate driveway for the proposed development. Staff’s primary concern is related to the complexity of the proposed shared driveway and potential conflicts with parked vehicles. (See Figure 3)

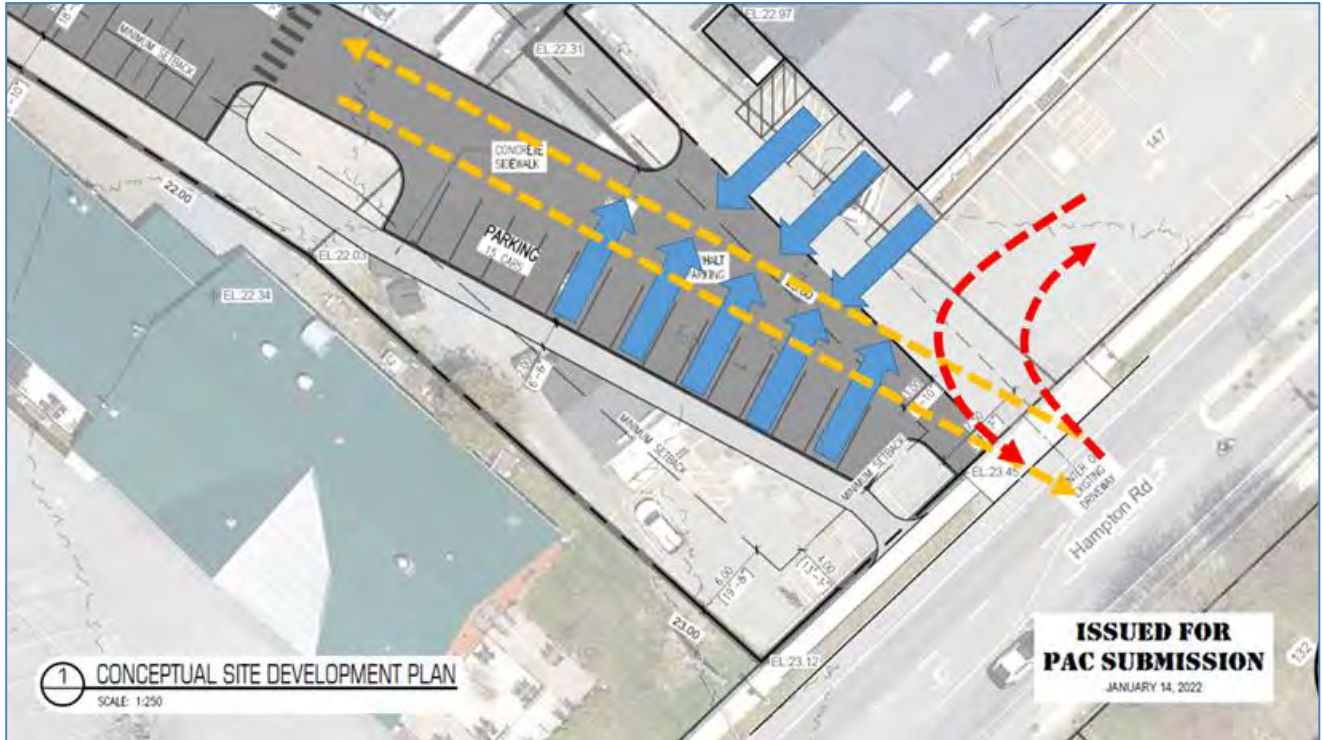


Figure 3 - Schematic diagram demonstrating the complexity of the proposed driveway

Staff note the authority to grant approval of driveway entrances lies with the Town Engineer. Furthermore, while PAC can grant variance or relief from the frontage requirements of the zoning by-law the location and configuration of driveways onto public roads exceeds the scope of powers given to the Committee. The developer does not agree with Staff's position regarding the location of the driveway entrance nevertheless, they have revised the site plan as per Staff's direction.



Figure 4 - Revised Driveway Entrance with Separation from 147 Hampton Road

**KENNEBECASIS VALLEY FIRE DEPARTMENT:**

As is required by Municipal Plan Policy FR-7, the KVFD did review the development proposal to ensure that public safety and firefighting concerns are addressed. KV Fire Department noted concerns regarding the ability to turn their largest firetruck around on the site. The developer consequently revised the site plan showing the firetruck and turning maneuvers (Figure 5). The space provided for fire truck turning at the end of the parking lot is sufficient according to the truck size KVFD have and minimum requirements by the National Building Code.

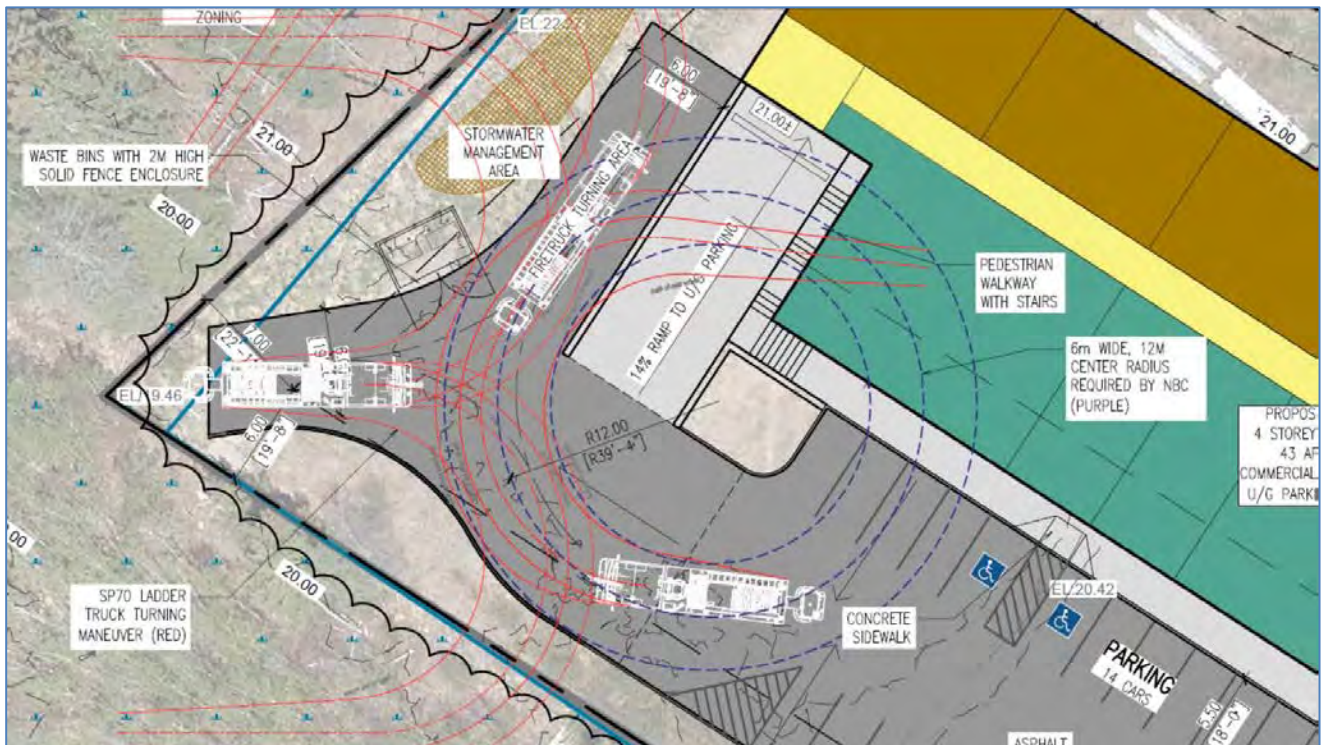


Figure 5 - Revised Site plan with Turning Area for Fire Trucks

**POLLING:**

Staff sent a polling notification letter to the surrounding property owners, and received email/letters concerning the development (Attachment A). Staff note that many of the concerns relate to the change in-use of the property from a vacant lot to what is likely viewed by neighbours as a very intensive use.

However, PAC should be aware that the property is currently zoned commercial and has considerable as-of-right development potential for intensive commercial uses that would in principle be less compatible with the surrounding residential neighbours.

**RECOMMENDATIONS:**

Staff recommend THAT the Planning Advisory Committee consider the following Motion:

Rothsay Planning Advisory Committee HEREBY recommends that Rothsay Council schedule a public hearing to consider rezoning land at 145 Hampton Road from Central Commercial to the Multi-Unit Residential Zone [R4] for a 43-unit / mixed used commercial apartment building subject to the execution of a Development Agreement in accordance with the Community Planning Act..



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

Date: Wednesday, March 02, 2022

**ATTACHMENTS**

Attachment A	Polling Results
Attachment B	Draft By-law 2-10-30
Attachment C	Draft Development Agreement

**ATTACHMENT A – POLLING RESULTS**

Dear Mr. White

We are writing to you in regards to the rezoning application, building and development proposal at 145-147 Hampton Road put forth by Property Star Inc. We live in the quiet neighbourhood behind the proposed building site and will be one of many directly impacted by this new construction. We have received and reviewed the plans and documents provided (thank you) and would like to address our concerns:

The proposed development does not fit within the established character or landscape of the area and is considered out of context for the locality. That particular area of Hampton Road consists mainly of smaller commercial buildings. This proposed multi-unit apartment complex has a very large footprint and would tower over the surrounding buildings.

This proposed construction would result in a substantial impact on the privacy of the residential homes and backyards directly behind it in the Oakville Acres neighbourhood. Based on the information we received, this would be a substantial building with commercial space on the bottom and room for 43 apartments above, which would be several stories high. Not only would the construction of such a building be noisy and disruptive, but once built and occupied it would be a looming presence in our backyards. A building of this size would absolutely be seen clearly, and any residents living in the upper floors would be able to see just as clearly into private residences and back yards of those on Monaco Drive.

Additionally, there would be a significant increase in light and noise pollution from the increased traffic, lighting, parking and people that would affect the neighbouring residential properties. Also of concern is the foot traffic from the apartment complex cutting through private property to access the Oakville Acres neighbourhood.

We are aware of other homeowners in this area who share our apprehension. We hope the Rothesay Planning Advisory Committee will take time to carefully consider all concerns and aspects of this proposal. We are not convinced that this would be the best location for this type of development.

Respectfully yours,

**23 MONACO DRIVE**

---

Hello Mr. White:

We are presently in Florida and were just forwarded a copy of your letter dated February 17, 2022, pursuant to the rezoning of 145 – 147 Hampton Road. Our residence at 25 Monaco Dr. fully borders the subject property. I have had discussions with Mr. Hatfield in the past regarding his encroachment on our border. I have found him to be less than cooperative in the clearing of that land and how it has been kept.

I had requested that he leave at least five feet on his side of the property line un-bull dozed as it would influence the root system of trees along the line. When I spoke to the operator later, I was advised that his instruction was to clear up to the line.

Following that, there were high winds that caused those trees on the line to contact the power line and a fire ensued. We were very fortunate in that the fire department acted quickly and saved our shed in the backyard in addition to protecting ours and neighbouring houses.

More recently, the existing land has become a dumping ground for building materials most likely leftover from construction of buildings off site.

We are aware of the content of the correspondence as sent to you by our neighbour,

. They clearly identify the imposition placed on all of us along the intersecting line with 145 – 147 Hampton Rd. I will then not echo what you already has been put forth.

We have had to put up with short cutters on both sides of our residence. To add the described construction has the potential of substantially increasing that traffic. Whatever is done on that property should not be approved without the property being fully fenced. A six-to-eight-foot page wire fence should be considered a requirement.

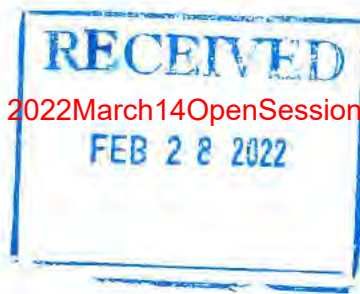
Furthermore, that property as it exists, has caused our property to be much more wet than before it was cleared. Walking the power line clearing at the back in the spring results in water flowing over our footwear. We had to complain to the municipality a few years ago and they directed the owner to open up the track where a stream had flowed over the years. It is obvious that steps would be required to make sure a storm sewer system would be needed for any further development of the land.

We do not have any faith in that Mr. Hatfield, or his company would comply with any request to correct impositions on the neighbouring properties.

To allow the construction of the purposed structure would no doubt devalue our properties. Hopefully council will consider our position and views as put forth when considering the rezoning.

Yours Truly

**25 MONACO DRIVE**



2022March14OpenSessionFINAL\_187

Feb 25, 2022

Dear Brian White,

We recently received your letter on the rezoning of 145-147 Hampton road. Please be advised that we are absolutely opposed to such a development at that location for the following reasons.

1 - TRAFFIC! If you have ever attempted to try and exit Oakfield acres (Oakfield Lane) between 3:30 and 5:30 PM any weekday you would know it is ludicrous to consider putting a 43 unit residential /mixed use commercial apartment building at that location. We have in the past made the mistake of trying to leave our home at that time of day and sat there at that light and watch it turn from red to green to orange and back to red multiple time while trying to make a left turn. By the time the light turns green for us the traffic going east has stopped and completely blocked the intersection. A 43 unit apartment building will bring possibly 60+ more vehicles trying to get in and out of this area. By the way, I can't imagine how they will put 43 units on less than 1.5 acres of land! Imagine if you can, a fire truck or ambulance trying to make it's way into or out of Oakville Acres during peak traffic times.

2 - Noise. we have lived at our current address since 1988 so we have lived though all the development in this area including the development of the apartment buildings on Sierra Ave. So we know about the noise specifically related to apartment buildings -the late night (or all day) party music, shouting and singing that often ruins our sleep or a peaceful afternoon just sitting on the front porch, the unmuffled roar of the big motorbikes that race along Sierra Ave. An additional 43 unit building less than 100 meters from our front door is a nightmare scenario for us.

3. Property values - We are approaching the age where we will probably need to downsize in the not too distant future. This means selling our property. Our expectation is that this development will dominate the immediate area of my home to such an extent that it will have a significant negative impact on the value of our property lowering by as much as 30-40%. If this is the case we stand to lose as much as \$150,000 or more. If the town makes the mistake of allowing this to proceed we are sure to be among the many to file property assessment appeals.

We understand that development is going to happen over time. We have certainly been witness to this, but it must be planned so as to minimize the negative impacts and maximize the positives. It is your job and the councils responsibility to do what is right not only for us specifically but for the town overall. There are other much more suitable locations for a high density apartment development than at this location. Please seriously consider the reasons it is currently not zoned R4 and make the right decision.

Sincerely

[Redacted signature]

24 Monaco Drive.

[Redacted address]





**BY-LAW 2-10-30  
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 "2-10-30".

The purpose of the amendment is to rezone land located at 145 Hampton Road from Central Commercial to the Multi-Unit Residential Zone [R4] for a mixed used commercial and residential 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

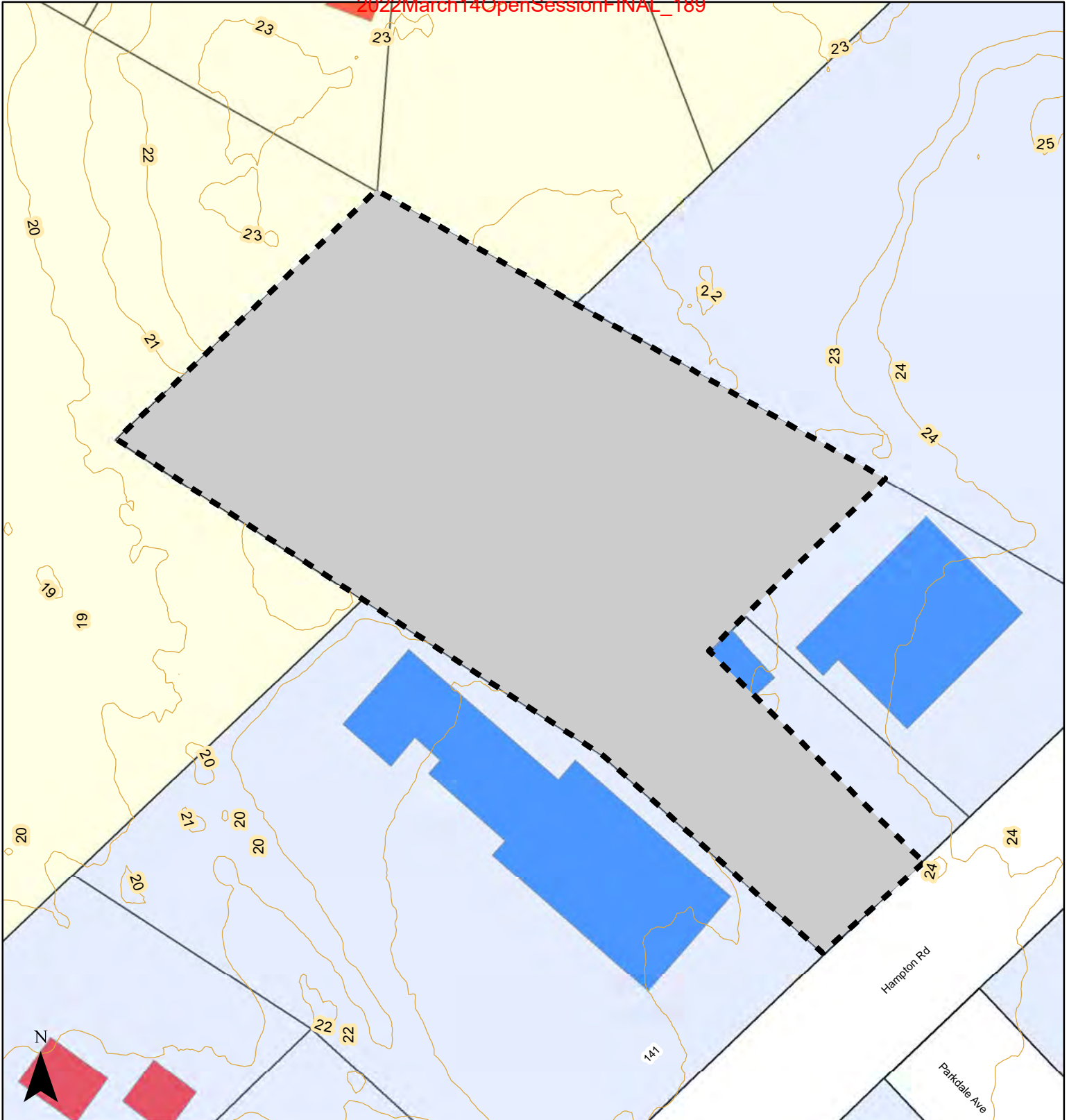
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CLERK

# Attachment By-Law 2-10-30


PIDs 00243097 & 30266845

2022 March 14 Open Session FINAL\_189



2022-02-18, 11:16:20 AM

### Property Boundary

 Property Boundary


### Buildings

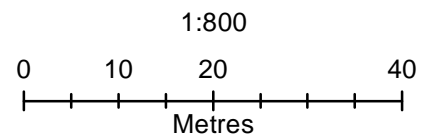
 Commercial

 Residential

### Zoning

 CC

 R1B



The Town of Rothesay does not warrant the accuracy or completeness of the information, text, graphics, links or other items contained within the material

## Rothesay

### DEVELOPMENT AGREEMENT

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

Parcel Identifier of Parcels Burdened by Agreement: 30266845, 00243097  
(to be reconfigured / consolidated)

Owner of Land Parcels: **Propertystar Inc.**  
11 Elliot Road  
Quispamsis, NB  
E2G 2B5 (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 2017, Chapter 18, located in the County of Kings and Province of New Brunswick

**WHEREAS** the Developer is the registered owner of certain lands located at 145 Hampton Road (PIDs 30266845, 00243097) 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-three (43) unit apartment building with ground floor commercial space on the Lands as described in Schedules A 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 **PROPERTYSTAR INC.** to develop a mixed use commercial residential apartment building on the Lands.

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

1. The Developer agrees that the total area of ground floor commercial use space shall not exceed 486 square meters and that the total number of residential units situated on the Lands shall not exceed forty-three (43) apartment units and the.

#### **Schedules**

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

#### **Architectural Guidelines**

5. 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.
  - c. The use of commercial fascia signage shall be prohibited; and
  - d. Awning signs, under awning signs, and projecting signs shall be the permitted forms of signage as specified in Rothesay's Signage By-law, as amended from time to time.

#### **Storm Water**

6. 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; and
7. 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.
8. 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 without attenuation directly to the Town's storm water or sanitary collection system.
9. The Developer agrees to provide to the Town Engineer written certification of a Professional Engineer, licensed to practice in New Brunswick that the storm water system has been satisfactorily completed and constructed in accordance with the Town specifications.

#### **Sidewalks**

10. The Developer shall carry out and pay for the entire actual cost of a sidewalk and associated barrier curbing as required to comply with Town standards extending the sidewalk from the proposed building to the Hampton Road, subject to inspection and approval by Rothesay's Engineer:

#### **Water Supply**

11. 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.

12. The Town agrees to supply potable water for the purposes and for those purposes only for ground floor commercial uses not exceeding 486 square meters and a total number forty-three (43) two-bedroom apartment units and for minor and accessory purposes incidental thereto and for no other purposes whatsoever.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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.
18. The Developer agrees to provide, prior to the occupation of the building, written certification of a Professional Engineer, licensed to practice in New Brunswick that the connection to the Town water system has been satisfactorily completed and constructed in accordance with the Town specifications.

### **Sanitary Sewer**

19. 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.
20. 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.
21. 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.
22. 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.
23. The Developer agrees that connection 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**

24. 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.
25. 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**

26. 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.<sup>00</sup>) including a project wrap-up liability policy (with no less than 24 months coverage after project completion). 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 previously mentioned 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**

27. 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 **Propertystar Inc.**, 11 Elliot Road, Quispamsis, NB, E2G 2B5 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**

28. 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**

29. 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.
30. Notwithstanding the preceding paragraph (29) above, the Parties agree that the development shall be deemed to have commenced if within a period of not less than three (3) months prior to **INSERT DATE** the construction of the 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.
31. 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**

32. 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.
33. 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**

34. 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**

35. 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**

36. 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**

37. 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 \_\_\_\_\_, 2022.

Witness:

**Propertystar Inc.**

\_\_\_\_\_

Mark Hatfield, Director

**Rothesay**

Witness:

Nancy E. Grant, Mayor

Witness:

Mary Jane E. Banks, Clerk



**SCHEDULE A**

**PID:** | **30266845, 00243097**  
**(PIDS TO BE RECONFIGURED / CONSOLIDATED)**

Form 45

AFFIDAVIT OF CORPORATE EXECUTION

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

Deponent: Mark Hatfield
11 Elliot Road
Quispamsis, NB
E2G 2B5

Office Held by Deponent: Director

Corporation: PROPERTYSTAR INC.

Place of Execution: Rothesay, Province of New Brunswick.

Date of Execution: \_\_\_\_\_, 2022

I, MARK HATFIELD, the deponent, make oath and say:

- 1. That I hold the office specified above in the corporation specified above, and am authorized to make this affidavit and have personal knowledge of the matters hereinafter deposed to;
2. That the attached instrument was executed by me as the officer(s) duly authorized to execute the instrument on behalf of the corporation;
3. the signature "MARK HATFIELD" 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 \_\_\_\_\_, 2022

BEFORE ME:

Commissioner of Oaths

MARK HATFIELD

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: \_\_\_\_\_, 2022

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 \_\_\_\_\_, 2022

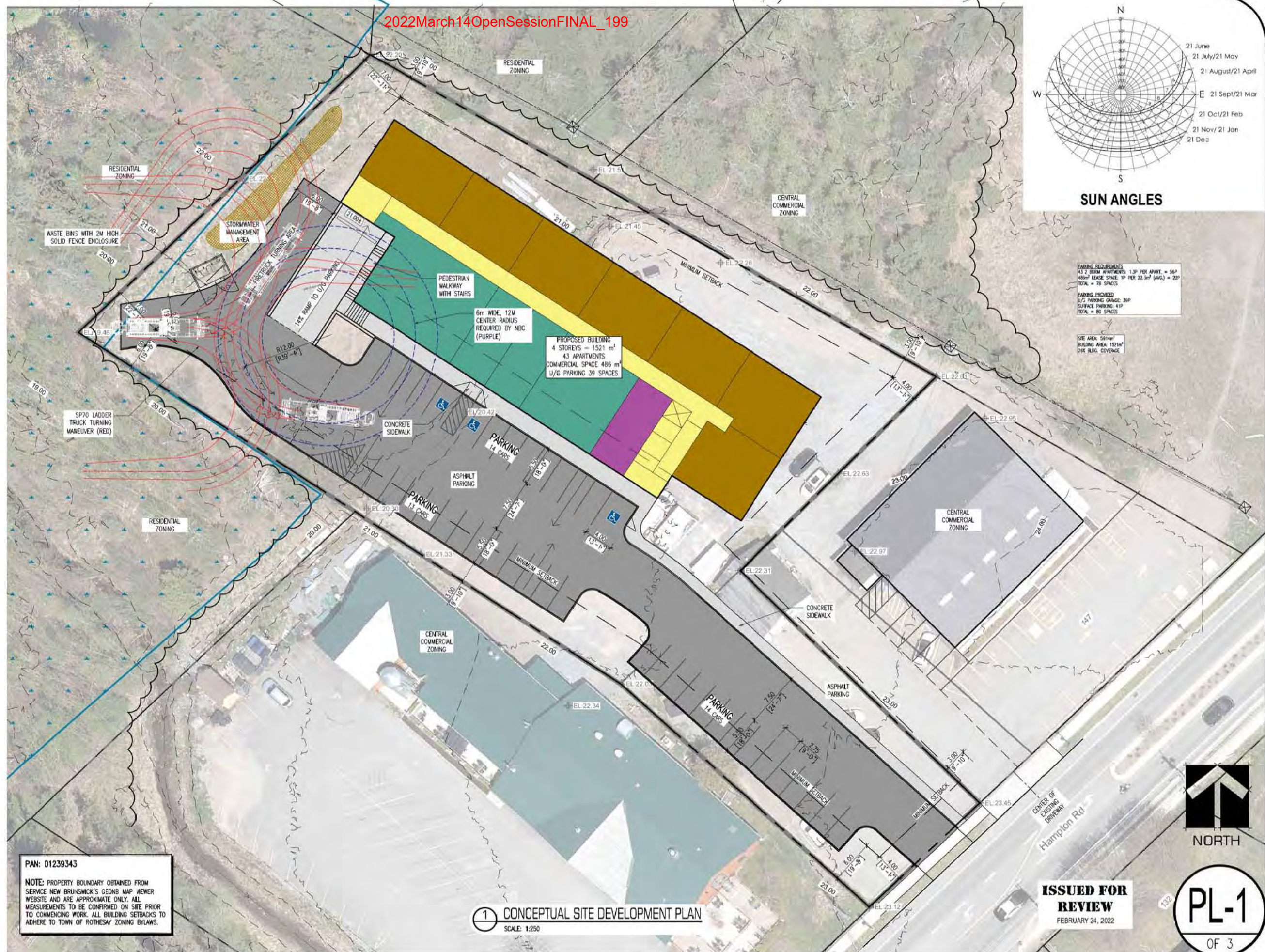
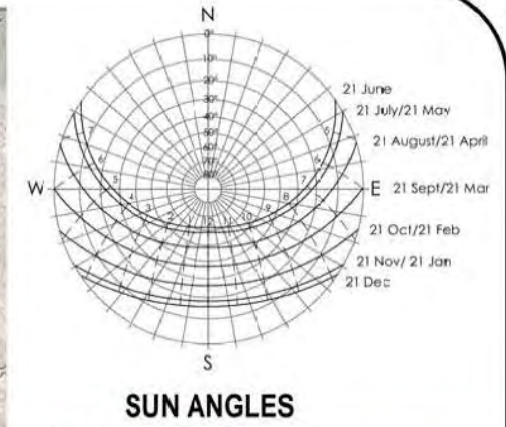
BEFORE ME:

Commissioner of Oaths

MARY JANE E. BANKS

# PROPERTYS TARR 145 145 HAMPTON BROWN SWICK ROTHESAY, NEW BRUNSWICK

2022March14OpenSessionFINAL\_199



**PARKING REQUIREMENTS**  
43 2 BEDRM APARTMENTS 1.30 PER APART. = 56P  
486m<sup>2</sup> LEASE SPACE 1P PER 22.5m<sup>2</sup> (AVG.) = 22P  
TOTAL = 78 SPACES

**PARKING PROVIDED**  
1/2 PARKING GARAGE 39P  
SURFACE PARKING 41P  
TOTAL = 80 SPACES

SITE AREA 5014m<sup>2</sup>  
BUILDING AREA 1521m<sup>2</sup>  
NET BLDG. COVERAGE

PAN: 01239343

**NOTE:** PROPERTY BOUNDARY OBTAINED FROM SERVICE NEW BRUNSWICK'S GEONB MAP VIEWER WEBSITE AND ARE APPROXIMATE ONLY. ALL MEASUREMENTS TO BE CONFIRMED ON SITE PRIOR TO COMMENCING WORK. ALL BUILDING SETBACKS TO ADHERE TO TOWN OF ROTHESAY ZONING BYLAWS.

1 CONCEPTUAL SITE DEVELOPMENT PLAN  
SCALE: 1:250

**ISSUED FOR REVIEW**  
FEBRUARY 24, 2022



PL-1  
OF 3

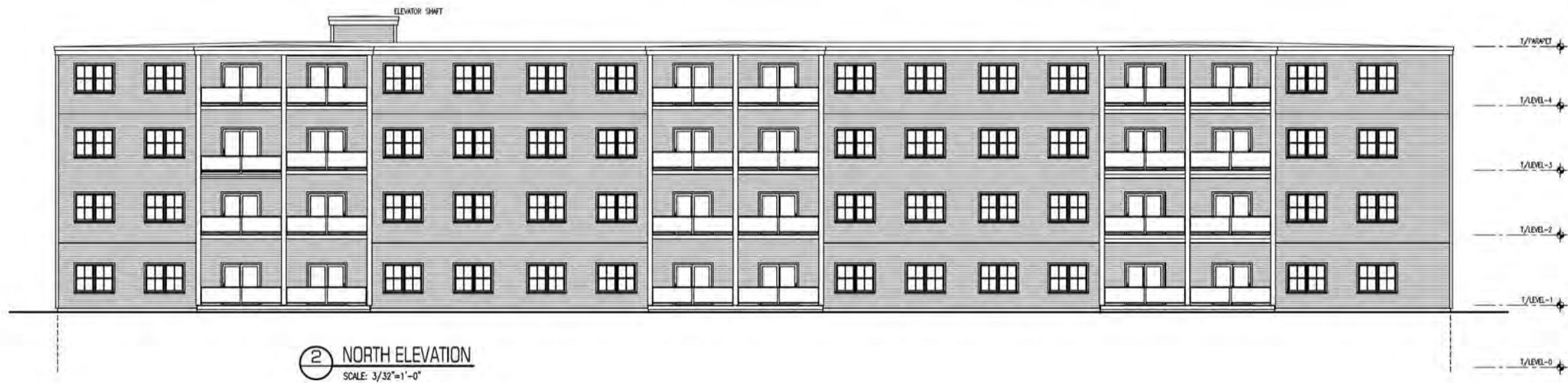
**Polyline Designs Inc.**  
RESIDENTIAL / COMMERCIAL BUILDING DESIGN  
SITE AND LANDSCAPE DESIGN  
ARCHITECTURAL SUPPORT TECHNOLOGY  
DRAFTING and GRAPHIC SERVICES

MONCTON OFFICE: 205 LESLIE STREET, MONCTON, NB E1C 6M7  
T: 506.850.3630 • E: melissa@polylinedesigns.ca

SUSSEX OFFICE: 437 PICADILLY ROAD, PICADILLY, NB E4E 5J7  
T: 506.434.1157 • E: kelly@polylinedesigns.ca  
WWW.POLYLINEDESIGNS.CA

PROPERTY STAIR 145  
 145 HAMPTON ROAD  
 145 HESARY, NEWBURN  
 145 HESARY, NEWBURN

2022March14OpenSessionFINAL\_200



ISSUED FOR  
 PAC SUBMISSION  
 JANUARY 14, 2022

**Polyline Designs** INC.  
 RESIDENTIAL / COMMERCIAL BUILDING DESIGN  
 SITE AND LANDSCAPE DESIGN  
 ARCHITECTURAL SUPPORT TECHNOLOGY  
 DRAFTING and GRAPHIC SERVICES

MONCTON OFFICE: 205 LESLIE STREET, MONCTON, NB E1C 6M7  
 T: 506.850.2630 • E: melissa@polylinedesigns.ca

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WWW.POLYLINEDESIGNS.CA

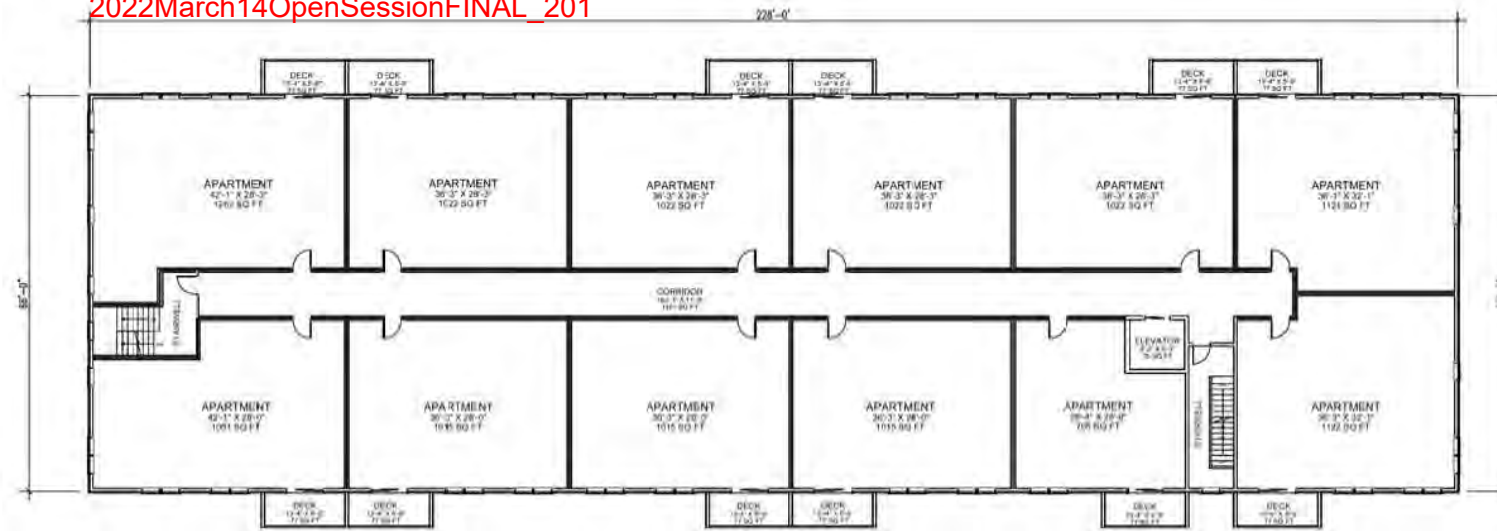
# PROPERTY STARR 145

145 HAMPTON ROROAD  
ROTHESAY, NEW BRUNSWICK

2022March14OpenSessionFINAL\_201

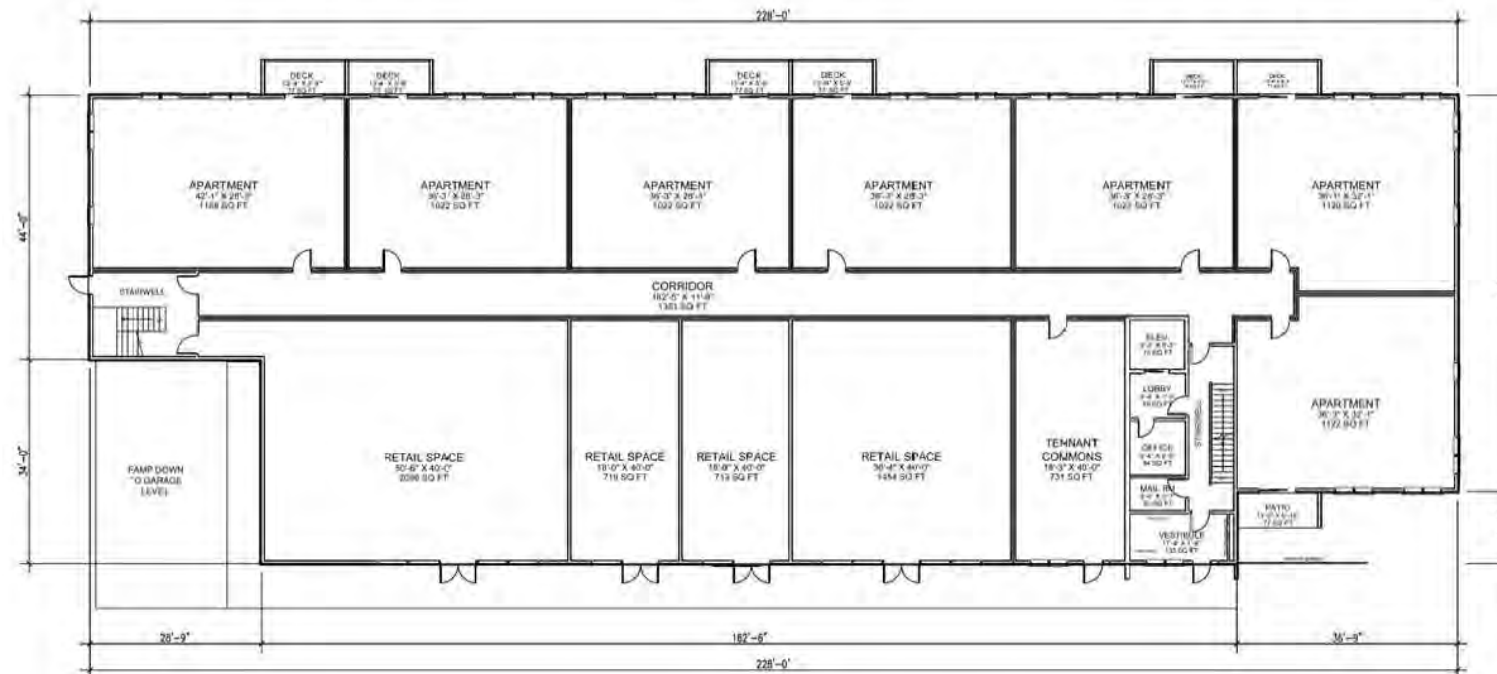
③ LEVEL-2, 3, 4 FLOOR PLAN  
SCALE: 1/16"=1'-0"

FLOOR AREA 15,048 S.F.  
12 APARTMENTS



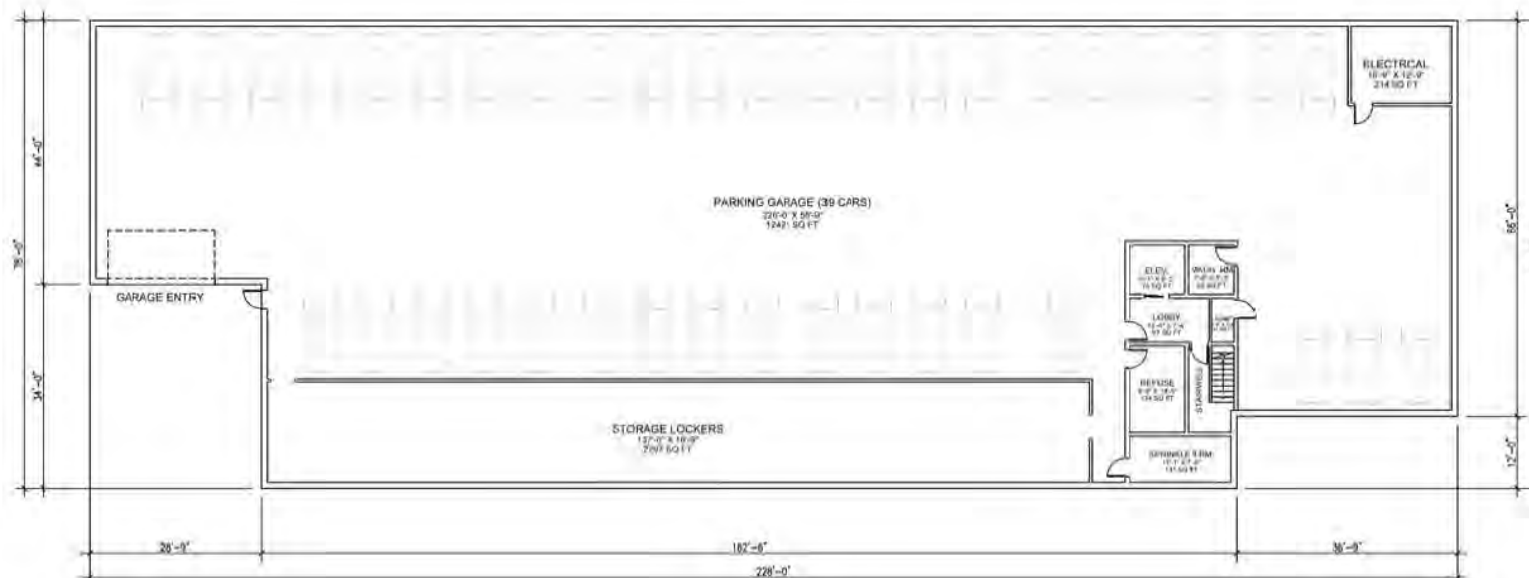
② LEVEL-1 FLOOR PLAN  
SCALE: 1/16"=1'-0"

FLOOR AREA 16,365 S.F.  
7 APARTMENTS  
TENANT COMMONS 731 S.F.  
RETAIL SPACES 4,978 S.F.



① LEVEL-0 FLOOR PLAN  
SCALE: 1/16"=1'-0"

FLOOR AREA 16,365 S.F.  
39 VEHICLE PARKING SPACES



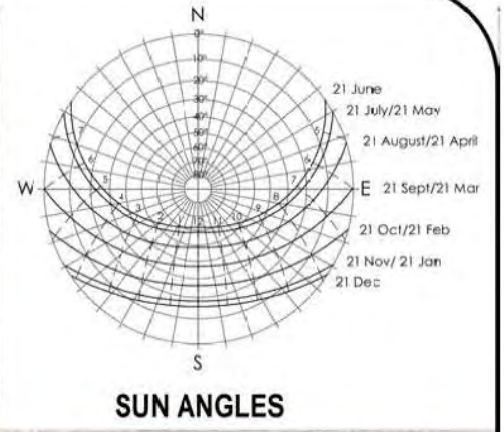
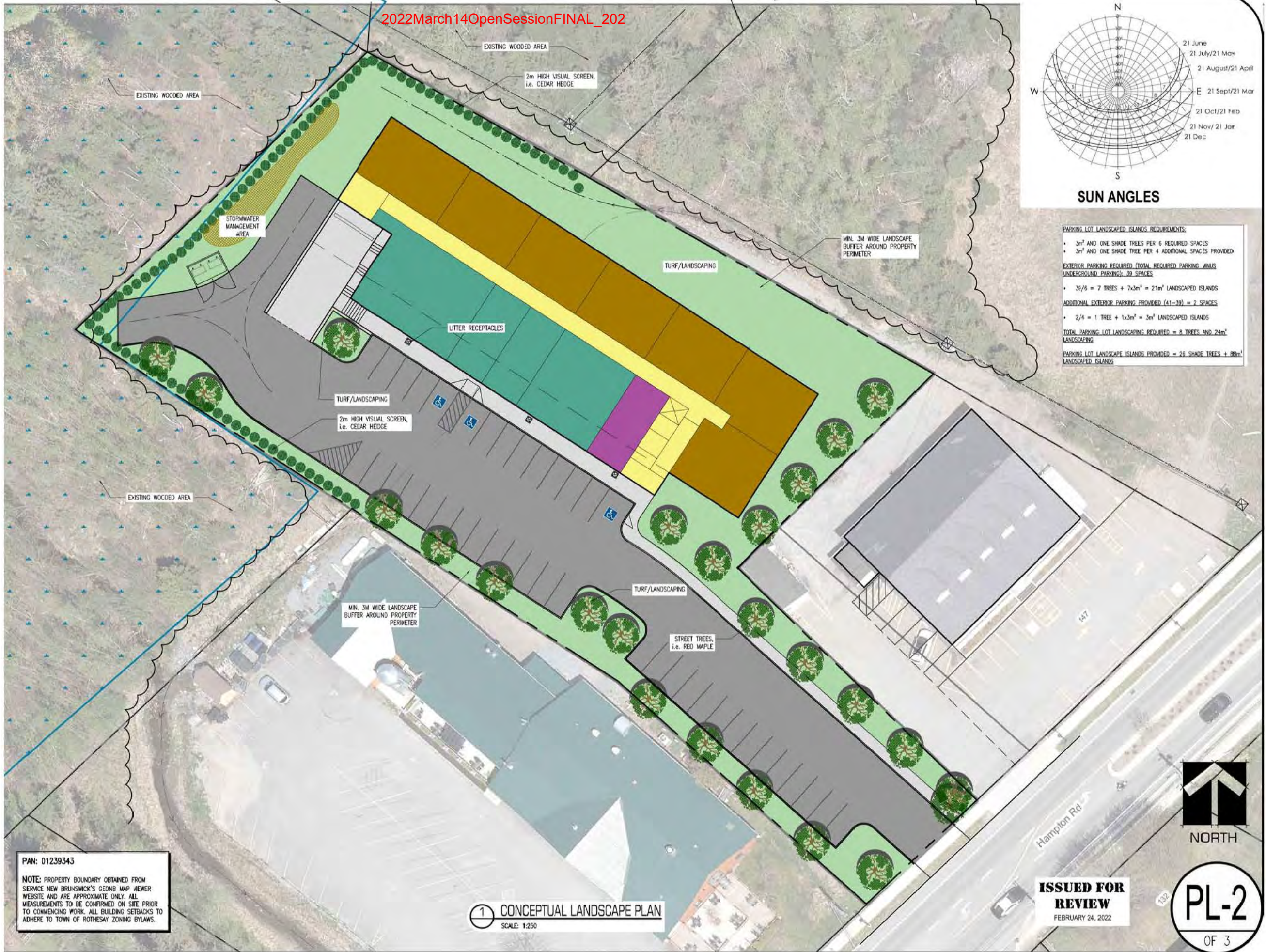
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T: 506.434.1157 • E: kelly@polylinedesigns.ca  
WWW.POLYLINEDESIGNS.CA

**ISSUED FOR  
PAC SUBMISSION**  
JANUARY 14, 2022

# PROPERTYS 145 145 HAMPTON TURNERSWICK ROTHESAY, NEW BRUNSWICK

2022March14OpenSessionFINAL\_202



**PARKING LOT LANDSCAPED ISLANDS REQUIREMENTS:**

- 3m<sup>2</sup> AND ONE SHADE TREE PER 6 REQUIRED SPACES
- 3m<sup>2</sup> AND ONE SHADE TREE PER 4 ADDITIONAL SPACES PROVIDED

**EXTERIOR PARKING REQUIRED (TOTAL REQUIRED PARKING MINUS UNDERGROUND PARKING) = 39 SPACES**

- 3x/6 = 7 TREES + 7x3m<sup>2</sup> = 21m<sup>2</sup> LANDSCAPED ISLANDS

**ADDITIONAL EXTERIOR PARKING PROVIDED (41-39) = 2 SPACES**

- 2/4 = 1 TREE + 1x3m<sup>2</sup> = 3m<sup>2</sup> LANDSCAPED ISLANDS

**TOTAL PARKING LOT LANDSCAPING REQUIRED = 8 TREES AND 24m<sup>2</sup> LANDSCAPING**

**PARKING LOT LANDSCAPE ISLANDS PROVIDED = 26 SHADE TREES + 88m<sup>2</sup> LANDSCAPED ISLANDS**

**Polyline Designs Inc.**  
RESIDENTIAL / COMMERCIAL BUILDING DESIGN  
SITE AND LANDSCAPE DESIGN  
ARCHITECTURAL SUPPORT TECHNOLOGY  
DRAFTING and GRAPHIC SERVICES

MONCTON OFFICE: 205 LESLIE STREET, MONCTON, NB E1C 6M7  
T: 506.850.3630 • E: mli@polylinedesigns.ca

SUSSEX OFFICE: 437 PICADILLY ROAD, PICADILLY, NB E4E 5J7  
T: 506.434.1157 • E: kelly@polylinedesigns.ca

WWW.POLYLINEDESIGNS.CA

PAN: 01239343

**NOTE:** PROPERTY BOUNDARY OBTAINED FROM SERVICE NEW BRUNSWICK'S GEONB MAP VIEWER WEBSITE AND ARE APPROXIMATE ONLY. ALL MEASUREMENTS TO BE CONFIRMED ON SITE PRIOR TO COMMENCING WORK. ALL BUILDING SETBACKS TO ADHERE TO TOWN OF ROTHESAY ZONING BYLAWS.

**1 CONCEPTUAL LANDSCAPE PLAN**  
SCALE: 1:250

**ISSUED FOR REVIEW**  
FEBRUARY 24, 2022



**PL-2**  
OF 3

Ref: 21358-StormwaterReview

January 14, 2022

Mr. McLean,

## Re: 145 Hampton Road - Homestar - Stormwater Review

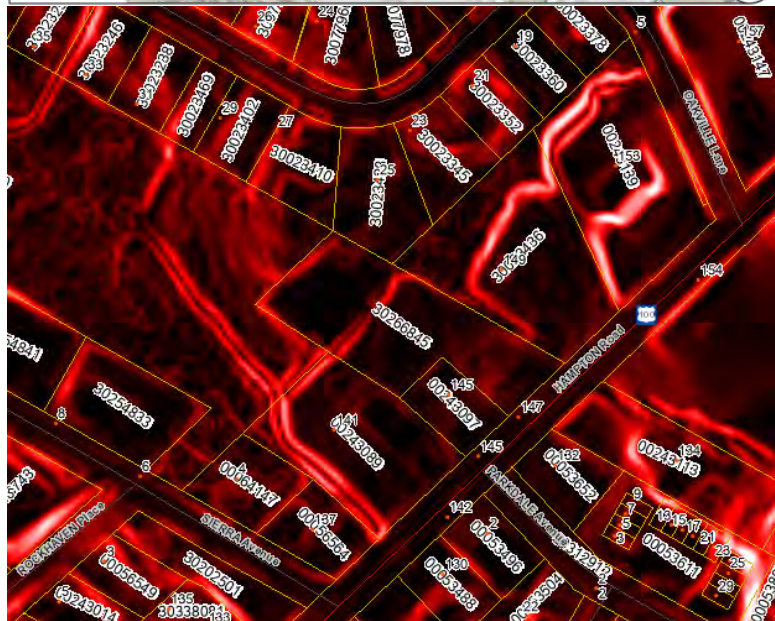
Don-More Surveys & Engineering Ltd. (Don-More) has been engaged to perform a high level review of a proposed development at the above address relative to a stormwater management strategy.

We have been provided with a revised conceptual site plan prepared by Polyline Designs dated January 13, 2022 and this review is limited to details shown on this site plan.



### Existing Site

The existing site can be characterised as a generally flat area with two existing buildings. The front area of the site is an asphalt parking area. The rear portion of the site is gravel. The rear area is bisected by a drainage channel flowing southwest from the vacant property at 149 Hampton Road. This drainage channel connects with a larger channel flowing northwest along the southern side of 141 Hampton Road and the combined channel flows northwest into an existing wetland area which eventually drains into Salmon Creek.



### Stormwater Management Approach

The proposed site plan shows the new building sitting on the northern portion of the site and



lying on top of the existing drainage channel. This channel would need to be rerouted along the northern and western sides of the new building.

The new site would be designed to perform stormwater management to limit peak flows to pre development levels. Water draining from the parking areas would be directed to a Stormscepter to provide treatment of water quality. Below are preliminary design ideas for how this will be achieved.

The new building has a flat roof. We would plan to detain water on the roof of the building using flow controllers on the roof drains. Typically we design this system to pond the equivalent of 100mm of water in a 100 year event.

The new parking area would be designed to have a catch basin system which will collect the water and direct it to a Stormscepter, then discharge to the western corner of the property. The parking lot around the catch basins will be graded to create "ponds" at the catch basins and Inlet Control Devices (ICD's) will be installed on the catch basins to limit peak flows into the piped system. This results in water ponding on the parking area in peak rain events.

Following detailed design and once modelling of these two approaches has been completed, if additional measures are required to reduce peak flows we would look at either a traditional stormwater management pond at the western corner of the property, or underground storage under the parking areas.

## Closing

We trust this is sufficient for your present needs. Please feel free to contact the undersigned at 506.636.2136 or at [at@dmse.ca](mailto:at@dmse.ca) for any additional information or clarification.

Yours truly,

Don-More Surveys & Engineering Ltd.

*Andrew Toole*

Andrew Toole, NBLs, P.Eng.



70 Hampton Road  
Rothesay, NB  
E2E 5L5

**Rothesay Council**  
**March 14, 2022**

**TO:** Mary Jane Banks, Town Clerk

**SUBMITTED BY:**

Brian L. White, Director of Planning and Development Services

**DATE:** Friday, March-11-22

**SUBJECT:** PUBLIC HEARING SET DATE HIGHLAND-HILLCREST

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**RECOMMENDATION:**

Rothesay Council schedule a Public Hearing for Monday, April 25, 2022, commencing at 6:30 p.m. to be held in the Common Room, Rothesay Town Hall, 70 Hampton Road, to consider rezoning land off Highland Avenue and Hillcrest Drive (PIDs 00444885, 00444877, 30346308, 30187629) from the R1a zone to the R4 Multi-Unit Residential Zone, subject to the execution of a Development Agreement in accordance with the Community Planning Act, SNB 2017, c 19 and amendments thereto.

**ORIGIN:**

Rothesay's Planning Advisory Committee is currently processing a rezoning application as follows:

1. An application from Luke Moffett and Sean Hall to rezone 1.67 acres of land off Highland Avenue and Hillcrest Drive from Single Family Residential – Large Serviced Zone [R1a] to the Multi-Unit Residential Zone [R4]) subject to a development agreement, in order to develop a 41 unit apartment building while retaining the two existing single family dwellings 2 & 4 Hillcrest Drive (PIDs 00444885, 00444877, 30346308, 30187629)

Unfortunately, Staff were not able to confirm a quorum for PAC's regular meeting on Monday March 7, 2022, therefore the meeting was cancelled. The application is a point in the rezoning process in that the next step is for Council to schedule a Public Hearing. PAC's agenda for the March meeting noted that the application was Tabled pending additional information from Staff. Staff prepared a report containing a Draft By-law and Draft Development Agreement for the application and provided the information to the PAC. The Staff recommendation to PAC on the application was to recommend Council schedule a public hearing.

The recommendation to schedule a public hearing is an administrative step and for that reason, Staff are requesting that Council accept the Staff recommendation to schedule the Public

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Hearing. Please note that PAC will have the opportunity to review the application and provide its written views to Council prior to the Public Hearing.



**To:** Chair and Members of Rothesay Planning Advisory Committee  
**From:** Brian L. White, MCIP, RPP  
Director of Planning and Development Services  
**Date:** Thursday, March 03, 2022  
**Subject:** Rezoning - 40 Unit Apartment Building – (Highland Avenue & Hillcrest Drive)

<b>Applicant/owner:</b>	Sean Hall	<b>Applicant/owner:</b>	Luke Moffett
<b>Mailing Address:</b>	41 Brigadoon Terrace Saint John, NB E2K 5P5	<b>Mailing Address:</b>	James Avery Grace Corp. 76 Highland Avenue Rothesay NB E2E 5N3
<b>Property Location:</b>	Highland Avenue & Hillcrest Drive	<b>PID:</b>	00444885, 00444877, 30346308, 30187629
<b>Plan Designation:</b>	High Density	<b>Zone:</b>	Single Family R1A
<b>Application For:</b>	40 Unit Apartment Building + 2 Single Family Dwellings		
<b>Input from Other Sources:</b>			

**RECOMMENDATION:**

PAC remove from the TABLE an application to rezone land off Highland Avenue and Hillcrest Drive from Single Family Residential – Large Serviced Zone [R1a] to the Multi-Unit Residential Zone [R4]) subject to a development agreement.

**ORIGIN:**

At their February 7<sup>th</sup>, 2022 regular meeting Rothesay PAC TABLED the application to rezone land off Highland Avenue and Hillcrest Drive from the R1A zone to the R4 Multi-Unit Residential zone pending the receipt of a supplemental staff report containing the following:

1. Polling results; and
2. Draft development agreement and rezoning by-law.

Staff conducted polling for the rezoning by notifying by regular mail property owners within one hundred (100) meters of the subject property. The notice explains the details of the rezoning application and provides a method for residents to have their views forwarded to the PAC for consideration at the next meeting.

**POLLING:**

The results of the polling resulted in feedback from the adjacent property owner with very specific concerns relative to the location of the building, parking and driveway in proximity to their property at 6 Hillcrest Drive. (Attachment A)

**DRAFT BY-LAW & DEVELOPMENT AGREEMENT:**

Staff have prepared Draft By-law 2-10-31 (Attachment B) and a Draft development agreement (Attachment C) in anticipation of Council holding a public hearing on the rezoning application. The Draft development agreement stipulates the architectural details, and general development and administrative details and more specific details of the project such as:

1. Development of four (4) apartments meeting energy efficiency net zero rating system;

2. Maintaining for a period of twenty (20) years six (6) affordable rental housing units; and
3. Development of two (2)<sup>1</sup> Universal Design Barrier Free units utilizing Universal Design principles.

The recommendation to conduct a public hearing is not a recommendation to rezone the property. Staff will provide a recommendation report for PAC and PAC will in turn provide a recommendation to Council preceding their decision on the application.

**RECOMMENDATION:**

Staff recommend THAT the Planning Advisory Committee consider the following Motion:

Rothesay Planning Advisory Committee HEREBY recommends that Rothesay Council schedule a public hearing to consider rezoning land off Highland Avenue and Hillcrest Drive from the R1a zone to the R4 Multi-Unit Residential Zone subject to the execution of a Development Agreement in accordance with the Community Planning Act..



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

Date: Thursday, March 03, 2022

Attachment A	Polling Results
Attachment B	DRAFT By-law 2-10-31
Attachment C	DRAFT Development Agreement

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<sup>1</sup> These units are additional to the Barrier-Free Design Building Code requirements under New Brunswick Regulation 2021-3 under the Building Code Administration Act.

## ATTACHMENT A – POLLING RESULTS

Planning and Advisory Committee

I am the property owner at 6 Hillcrest Drive. The property directly behind the proposed development. I am strongly opposed to the rezoning of the land adjacent to my property for the following reasons.

- It will adversely affect property values in the area
- Unlike the condos recently built in the area this apartment building will be in close proximity with existing houses making a small area cluttered and not aesthetically pleasing
- A building of this size will have sightlines into the yards and windows of the existing residential structures raising concerns for the privacy of residents
- Increased traffic in the area will affect the safety of children in the neighbourhood

Being the owner of the property adjacent to the rear of the proposed development I have some concerns about the placement of the drive aisle proposed to come off Hillcrest Drive and the parking lot directly behind our property. Below are some of my concerns that will directly affect the quality of life for my property.

- A. -Drive aisle proposed to enter and exit on hillcrest drive will be built between two single-family homes increasing noise and light pollution and affect air quality due to the traffic.
- B. -Parking lot to the rear of the proposed development faces directly onto our property. Automobile headlights will shine directly into our yard and onto our home.
- C. -Building and parking lot lighting will create light pollution and trespass onto our property.
- D. -Not shown on the proposed development is the location of garbage collection. Being in close proximity to our property will increase the amount of pests and nuisance animals as well as unpleasant odours.
- E. -Garbage collection and snow removal happen at all hours of the day and night. The noise associated with these processes will create sleep disturbances.
- F. -Drainage and runoff collecting between the two properties.
- G. -Noise from the building's heating and cooling units, as well as noise associated from the underground parking garage door and echo of the cars entering and exiting.

All of these reasons will lower the quality of life for our property. My significant other and I are shift workers and the draw for us to move to the area was that it was a peaceful area free from unnecessary disturbances that was safe for our children. This proposed development contradicts all the reasons we chose to buy in Rothesay.

6 HILLCREST DRIVE

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6 HILLCREST DRIVE



**BY-LAW 2-10-31  
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 “2-10-31”.

The purpose of the amendment is to rezone land off Highland Avenue and Hillcrest Drive from Single Family Residential – Large Serviced Zone [R1a] to the Multi-Unit Residential Zone [R4] 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 :

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MAYOR

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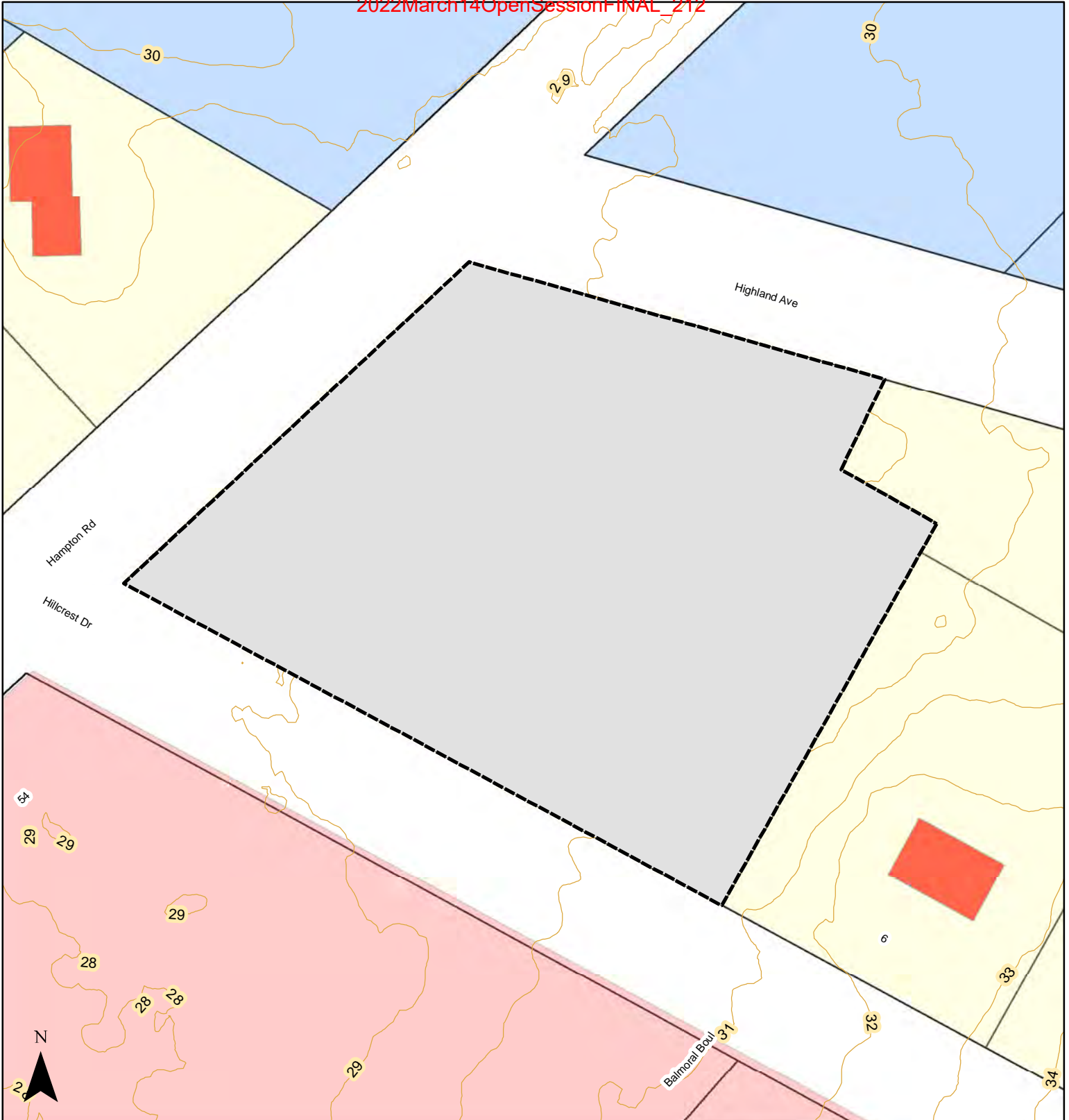
CLERK



# Attachment - Bylaw 2-10-31

PIDs 00444877, 30346308, 30187629, 00444885

2022 March 14 Open Session FINAL\_212



2022-02-18, 11:10:02 AM


## Property Boundary

 Property Boundary

## Buildings

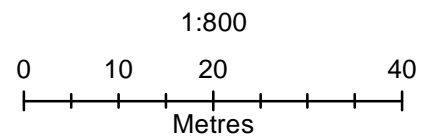
 Residential

## Zoning

 INSma

 R1A

 R4



# Rothesay

## DEVELOPMENT AGREEMENT

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

Parcel Identifier of Parcel Burdened by Agreement: 00444885, 00444877, 30346308, 30187629  
(to be consolidated)

Owner of Land Parcels: **Bespoke Suites Inc.**  
76 Highland Avenue  
Rothesay, New Brunswick  
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 2017, 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 Hillcrest Drive and Highland Avenue (PIDs 00444885, 00444877, 30346308, 30187629) 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 a development agreement to allow for the development of a forty-one (41) unit Multi-Unit Residential 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 Bespoke Suites Inc. to develop a multi-unit residential apartment building on the Lands.

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

1. The Developer agrees that the number of residential units situated on the Lands shall not exceed forty-three (43) residential units comprised of forty-one (41) Multi-Unit Residential Units and two (2) single-family homes.

### 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.

### **Housing Allocation**

5. The Town and the Developer agree that prior to Occupancy the parties SHALL enter into a Memorandum of Understanding (MOU) regarding the preference for residents of the Affordable Housing Units and Universal Design Barrier-Free Units that reflects a mutual commitment to housing low to moderate income people and persons with disabilities. The intent will be to have a mechanism where the preference for low to moderate income people and persons with disabilities is enabled for the Affordable Housing Units and Universal Design Barrier-Free Units. Under no circumstances, will the Developer be limited to marketing the units to the general public for occupancy. This MOU would govern if the proposed project were not under the jurisdiction of a CMHC financing program that supports affordable housing or a provincial program for affordable housing.

### **Net Zero Units**

6. The Developer agrees to size, engineer, and develop **four (4)** planned occupied Net Zero units in compliance with the EnerGuide rating system or an equivalent rating system for units in a multi-unit residential building by the Canadian Home Builders Association, NB Power, or recognized program of Natural Resources of Canada.

~~The Developer agrees that a minimum of two of the units must be planned occupied units. A Planned Occupied unit is a liveable unit. A non-Planned Occupied unit would include a social room or fitness room.~~

7. The Developer agrees that the Net Zero units cannot be an Affordable Housing Unit or a Universal Design Barrier-Free Unit.

### **Affordable Housing Units**

8. The Developer agrees to maintain for a period of twenty (20) years, adjusted by the Consumer Price Index based upon initial occupancy at the first day of building occupancy, no fewer than **six (6)** affordable rental housing units. The affordable housing units are to be 2 (two) bedroom units constructed with similar finishes for flooring, trim, bathrooms, paint and kitchen cabinets as the market rate housing units, with a Base Monthly Rental Rate at or below 30% of the Median Total Income of Lone-Parent economic families in the published 2015 Statistic Canada data, being \$53,376, in Rothesay. Alternatively, if the two existing single-family homes are to be affordable, the rent will be established at 10% below market rent established by a qualified appraiser.
9. The Developer further agrees that once the base rents for the Affordable Housing Units are established in the first year of occupancy, they shall only be raised by a maximum of the Consumer Price Index (CPI), annual average not seasonally adjusted for Saint John, N.B.
10. The Developer agrees to provide to Rothesay an annual audit or legal affidavit signed by a licensed member in good standing of the Chartered Professional Accountants of New Brunswick that provides reasonable assurance that the rents of the affordable units comply with this agreement
11. The Developer agrees to bear all costs associated with the annual audit or legal affidavit referenced in the preceding paragraph **(10)** above and to fully cooperate with Rothesay relating to such audit monitoring and evaluation
12. 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 the preceding paragraphs above **(9 to 11)** or any other violation of any material term of the affordability principles shall constitute a default under this Agreement.

13. The Developer agrees that upon any such default, Rothesay may demand and the Developer agrees to pay to Rothesay an amount equal to twice the difference of the actual rent received and the maximum amount of rent permitted under clause 10. The Developer agrees to pay interest on any balance in arrears at the rate of 1.25% percent per month compounded monthly.
14. Rothesay and the Developer agree to defer monitoring of the affordable housing aspects of this Agreement should the development become subject to or be monitored under a Federal or Provincial recognized affordable housing program that provides governance, regulation, and monitoring. For clarity, this includes CMHC financing that supports affordable housing. Where no such program is in effect, this agreement shall prevail.
15. 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 Units**

16. The Developer agrees to construct **two (2)** Universal Design Barrier Free units 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.
17. The Developer agrees that the building occupancy permit shall not be granted by Rothesay until the requirements set out in the preceding paragraph above **(16)** are substantially completed and approved by Rothesay.

#### **Architectural Guidelines**

16. 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**

17. 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.
18. 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.

19. 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.
20. The Developer agrees to provide to the Town Engineer written certification of a Professional Engineer, licensed to practice in New Brunswick that the storm water system has been satisfactorily completed and constructed in accordance with the Town specifications.

### **Water Supply**

21. 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.
22. The Town agrees to supply potable water for the purposes and for those purposes only for a maximum of forty-three (43) residential dwellings and for minor and accessory purposes incidental thereto and for no other purposes whatsoever.
23. 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.
24. 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.
25. 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.
26. 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.
27. 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.
28. 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**

29. 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.
30. 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.

31. 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.
32. 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.
33. 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**

34. 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.
35. 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**

36. 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) including a project wrap-up liability policy (with no less than 24 months coverage after project completion). 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**

37. 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 **Bespoke Suites Inc.**, 76 Highland Ave, 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**

38. 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**

39. The Town reserves the right and the Developer agrees that the Town has the right to terminate this Agreement without compensation to the

Developer if the specific proposal has not commenced construction 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.

40. Notwithstanding paragraph **39**, 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.
41. 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**

42. 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.
43. 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**

44. 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**

45. 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**

46. 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**

47. 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 \_\_\_\_\_, 2022.

Witness:

Bespoke Suites Inc.

\_\_\_\_\_

\_\_\_\_\_  
Luke Moffett, Director

\_\_\_\_\_

\_\_\_\_\_  
Sean Hall, Director

Witness:

Rothestay:

\_\_\_\_\_

\_\_\_\_\_  
Nancy E. Grant, Mayor

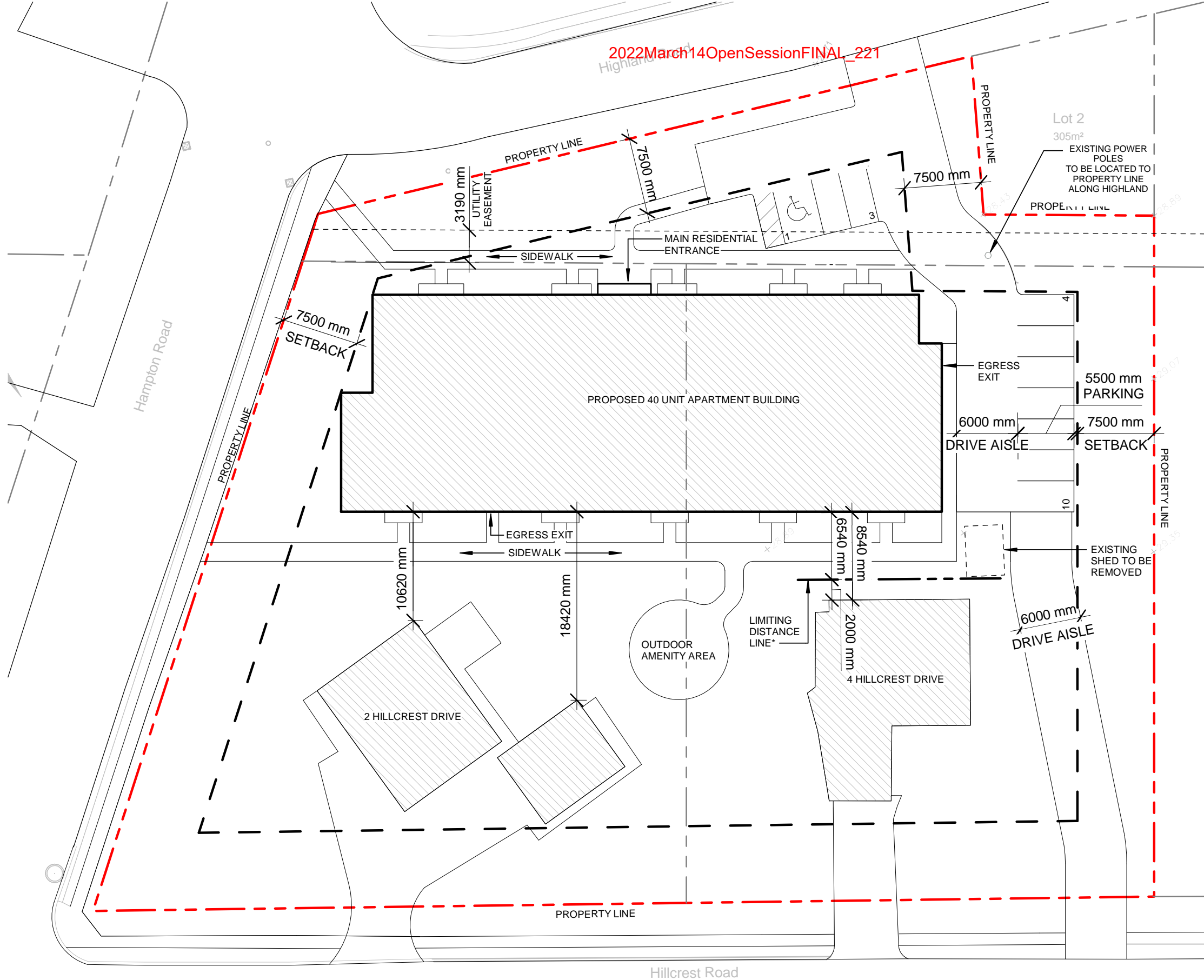
\_\_\_\_\_

\_\_\_\_\_  
Mary Jane E. Banks, Clerk



**SCHEDULE A**

**PID:** | **00444885, 00444877, 30346308, 30187629**  
**(TO BE CONSOLIDATED)**



1

**LEGEND**

PROPERTY LINE (EXISTING)	---
PROPERTY LINE (CONSOLIDATED)	- - - -
SETBACKS	---
UTILITY EASEMENT	- - - -
LIMITING DISTANCE LINE	---

\*ESTABLISHED FROM SITE MEASUREMENTS OF THE EXPOSED BUILDING FACE AT 4 HILLCREST DRIVE TAKEN ON JUNE 14, 2021. DISTANCE TO THE PROPOSED BUILDING EXCEEDS REQUIRED LIMITING DISTANCE PER NBC 3.2.3.1.



CLIENT  
**LUKE MOFFETT**

PROJECT  
**40 UNIT APARTMENT BUILDING**  
Rothesay, NB

DRAWING  
**SITE PLAN**

PROJECT NO. **21-079** SCHEDULE  
DRAWN BY: AS  
ISSUED FOR DA  
DATE: October 18, 2021  
**C5**

EXTERIOR MATERIALS LEGEND	
1	METAL GUARD
2	ALUMINUM FRAMED GLASS GUARD
3	PATIO DOOR
4	PVC WINDOW
5	ALUMINUM CURTAIN WALL SYSTEM
6	MASONRY VENEER
7	PREFINISHED CLADDING TYPE I
8	PREFINISHED CLADDING TYPE II
9	PREFINISHED CLADDING TYPE III
10	METAL ROOF

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

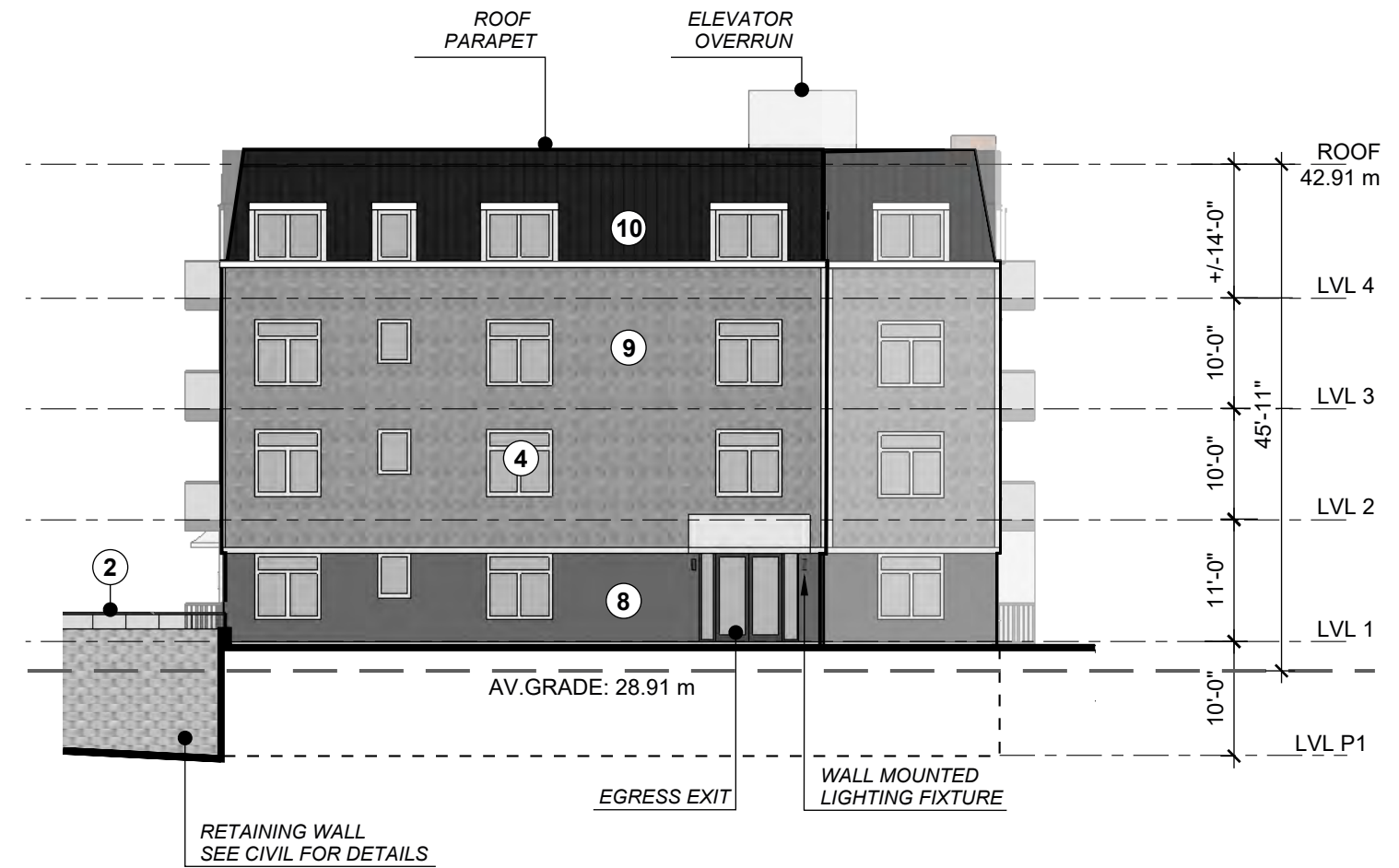
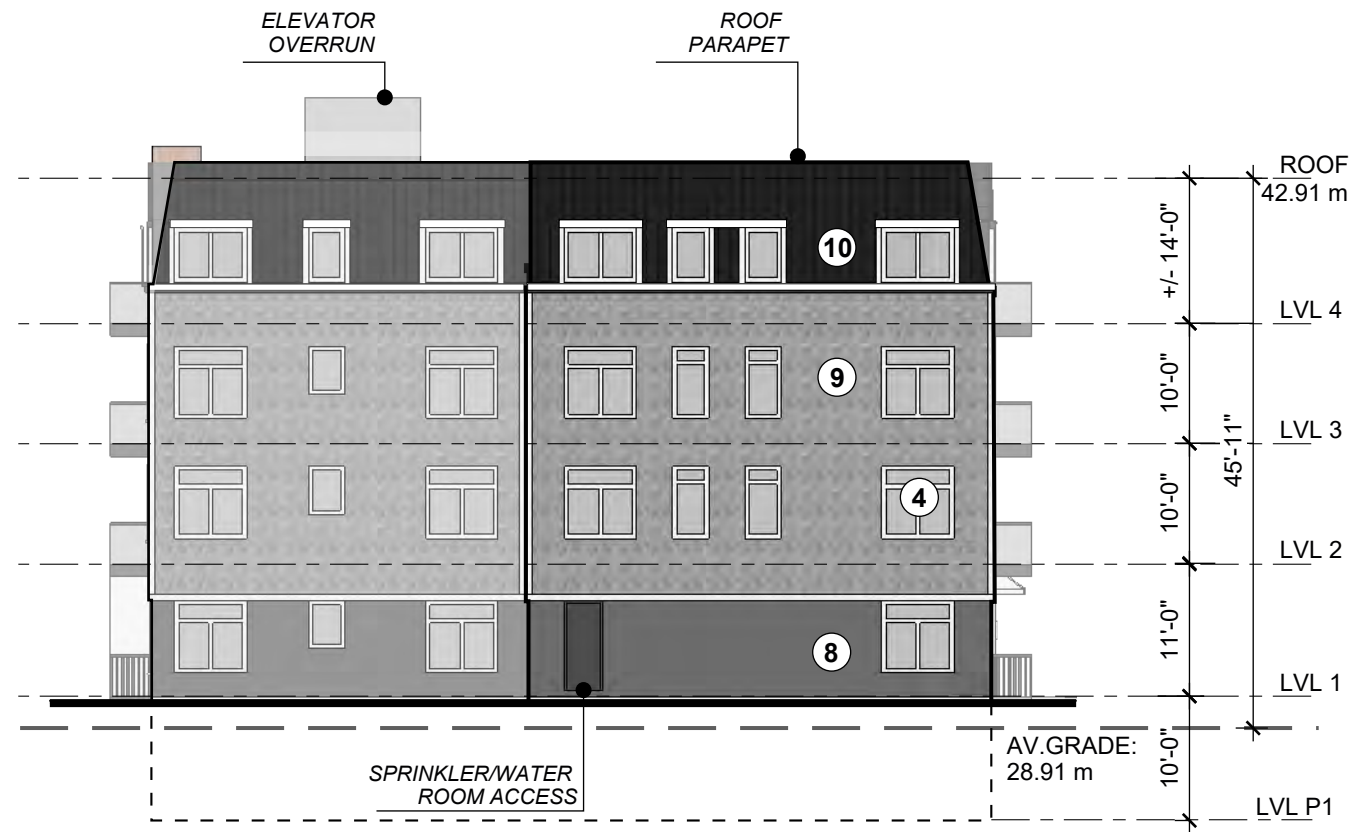


**NORTH ELEVATION**

 <p>1 Canal St, Dartmouth NS B2Y 2W1   zap.ca</p>	CLIENT <b>LUKE MOFFETT</b>	PROJECT <b>40 UNIT APARTMENT BUILDING</b> Rothsay, NB	DRAWING <b>NORTH ELEVATION</b>	PROJECT NO. <b>21-079</b> DRAWN BY: AS ISSUED FOR DA DATE: January 27, 2022	SCHEDULE <b>C1</b>

EXTERIOR MATERIALS LEGEND	
1	METAL GUARD
2	ALUMINUM FRAMED GLASS GUARD
3	PATIO DOOR
4	PVC WINDOW
5	ALUMINUM CURTAIN WALL SYSTEM
6	MASONRY VENEER
7	PREFINISHED CLADDING TYPE I
8	PREFINISHED CLADDING TYPE II
9	PREFINISHED CLADDING TYPE III
10	METAL ROOF

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



EXTERIOR MATERIALS LEGEND	
1	METAL GUARD
2	ALUMINUM FRAMED GLASS GUARD
3	PATIO DOOR
4	PVC WINDOW
5	ALUMINUM CURTAIN WALL SYSTEM
6	MASONRY VENEER
7	PREFINISHED CLADDING TYPE I
8	PREFINISHED CLADDING TYPE II
9	PREFINISHED CLADDING TYPE III
10	METAL ROOF

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



**SOUTH ELEVATION**

FILE: C:\Users\Ross.Vuicker.Zareski\Projects - 2021\Projects\1-079 Mollerit Highland and Hillcrest\4\_Plan\1\_DWG\1\_Site Plan\21-079-LANDSCAPING\_PLAN-100.dwg SHEET: 1: Landscaping Plan

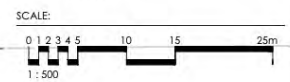


- LEGEND**
- Site Boundary
  - Adjacent Property Boundary
  - Proposed Tree
  - Proposed Shrub

- SITE SUMMARY:**
- PAN: 05394616
  - Total Land Area: 1.66 acres

- NOTES:**
- Subject to survey. Property lines and topographic features are approximate only.
  - Site subject to by-law review and regulations.

- SOURCES:**
- Property lines are from Provincial Mapping.



CLIENT  
-

PROJECT  
**HIGHLAND AND HILLCREST ROAD**  
Rothesay, New Brunswick

DRAWING  
**LANDSCAPING PLAN**

PROJECT NO. **21-066** DRAWING NUMBER  
DRAWN BY: RM  
ISSUED FOR REVIEW  
DATE: JULY 20, 2021  
**100**

Form 45

AFFIDAVIT OF CORPORATE EXECUTION

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

Deponent: Luke Moffett  
 76 Highland Avenue  
 Rothesay NB  
 E2E 5N9

Office Held by Deponent: **Director**

Corporation: Bespoke Suites Inc.

Place of Execution: Rothesay, Province of New Brunswick.

Date of Execution: \_\_\_\_\_, 2022

I, **Luke 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 "**Luke 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 \_\_\_\_\_, 2022 )

BEFORE ME: )  
 )  
 \_\_\_\_\_ )  
 Commissioner of Oaths )

\_\_\_\_\_  
 Luke Moffett

Form 45

AFFIDAVIT OF CORPORATE EXECUTION

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

Deponent: Sean Hall  
 41 Brigadoon Terrace  
 Saint John, NB  
 E2K 5P5

Office Held by Deponent: **Director**

Corporation: Bespoke Suites Inc.

Place of Execution: Rothesay, Province of New Brunswick.

Date of Execution: \_\_\_\_\_, 2022

I, **Sean Hall**, 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 as the officer(s) duly authorized to execute the instrument on behalf of the corporation;
7. the signature "**Sean Hall**" subscribed to the within instrument is the signature of me and is in the proper handwriting of me, this deponent.
8. 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;
9. 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 \_\_\_\_\_, 2022 )

BEFORE ME: )  
 )  
 \_\_\_\_\_ )  
 Commissioner of Oaths )

\_\_\_\_\_  
 Sean Hall



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: \_\_\_\_\_, 2022

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;
10. 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;
11. 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;
12. 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;
13. 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 \_\_\_\_\_, 2022 )

BEFORE ME: )

Commissioner of Oaths )

MARY JANE E. BANKS



70 Hampton Road  
Rothesay, NB  
E2E 5L5 Canada

**Rothesay Council**  
**March 14, 2022**

**TO:** Mayor Grant and Members of Rothesay Council

**SUBMITTED BY:**

  
\_\_\_\_\_  
John Jarvie, Town Manager

**DATE:** March 9, 2022

**SUBJECT:** Storm Sewer Emergency Repairs

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### **RECOMMENDATION**

It is recommended that Mayor and Council accept the quote from Eastern Trenchless in the amount of \$72,000 plus HST to complete fifteen (15) individual repairs to deteriorated sections of storm sewer infrastructure and further that the Director of Operations be authorized to issue a purchase in that regard.

### **ORIGIN**

Eastern Trenchless was hired as part of the ongoing Drainage Network Review project, which began in October of 2020.

### **BACKGROUND**

In October of 2020 Council awarded a project to CBCL Consulting Engineers Ltd. to review and properly map the existing drainage network and make recommendations for future upgrade projects. During the course of the video inspection work involved with the project, a number of small deficiencies requiring immediate attention were identified.

### **DISCUSSION**

The deficiencies identified by Eastern Trenchless are the type of deficiencies that can cause localized flooding in areas where flooding would not otherwise occur if the infrastructure was in good repair. The

deficiencies include such things as foreign objects lodged in pipes (requiring excavation to remove), disjointed pipes, collapsed pipes and intrusion of intersecting pipes that restrict flow.

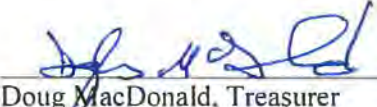
### FINANCIAL IMPLICATIONS

Eastern Trenchless quoted each repair individually to allow the Town ultimate flexibility in deciding which repairs to complete and when. Staff are of the opinion that all fifteen (15) repairs should be completed. This is an unbudgeted expense and, if adopted by Council, would be funded from the General Fund Operational Reserve as these repairs are not (individually) capital in nature. The completed cost of the proposed repairs including the Town's eligible HST rebate will be:

Quote	HST	HST Rebate	Total
\$72,000	\$10,800	\$7,714.08	\$75,085.92

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Report Prepared by:  Brett McLean, Director of Operations

Report Reviewed by:  Doug MacDonald, Treasurer

*A copy of this report can be obtained by contacting the Rothesay Town Clerk, 70 Hampton Road, Rothesay, NB E2E 5L5 (506-848-6664).*



# ROTHESAY

## INTEROFFICE MEMORANDUM



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TO : Mayor Grant & Council  
FROM : John Jarvie  
DATE : 11 March 2022  
RE : Proposed Private Lane Policy

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### **Recommendation:**

It is recommended Council:

- a) direct staff to publish the proposed private lane policy in draft form to allow for public comment; and
- b) table the item to the April Council meeting.

### **Background:**

For some time it has been apparent that there were some inconsistencies in the services provided to properties not fronting on municipal streets (that is on “private lanes”). The Works and Utilities Committee has been discussing the matter and examining alternatives for several months with a view to establishing a consistent and fair policy and service level on the private lanes in Rothesay.

The attached draft policy is being sent to Council for review. There is also a benefit to having the policy in draft form circulated for public comment prior to adoption. Should the policy be adopted, there would be some changes to long held practices which might be expected to generate some concerns on the part of the property owners affected.

In a similar vein, the recommendation is for implementation prior to the winter season as snowplowing is one of the key components being reviewed. Should Council approve changes to the delivery of municipal services on private lanes, sufficient lead-time is required for the affected property owners to make other arrangements.

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Topic	:	Municipal Services to Properties Fronting Private Lanes
Application	:	Street Maintenance, Solid Waste Collection, Water & Sewer Utilities
Prepared	:	17 February 2022
Adopted	:	

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**POLICY:**

It is Rothesay policy that:

1. solid waste collection and basic road maintenance services will be provided to the private lanes listed in Appendix A;
2. effective October 1<sup>st</sup>, 2022 solid waste collection and road maintenance services will not be provided to those private lanes listed in Appendix B; and
3. property owners fronting on those lanes list in Appendix B may appeal to the Works & Utilities Committee for a recommendation to Council to reassign the lane to Appendix A.

**BACKGROUND:**

Typically private property is accessed by a public road under the ownership/control of the municipality. The public road network provides owners with access to their property and routes by which public services are provided. Services such as snow clearing, solid waste collection, road repairs, emergency response and management of surface water drainage and, where applicable, the collection of sewerage and distribution of potable water are all, to some extent, dependant on an effective road network.

Prior to Amalgamation in 1998, the Town o Rothesay, the Villages of Renforth, East Riverside, Fairvale and the Local Service District of Wells<sup>1</sup> each provided winter & summer maintenance services to a number of privately owned lanes. Through the amalgamation process Rothesay adopted this existing convention and has continued to provide winter & summer maintenance services to some private lanes. Since amalgamation, garbage pickup has been provided by the Town. In 2013 compost and recycling pickup were added and these services provided on private lanes receiving garbage collection.

Currently Town development control processes require new development to be served by streets built to municipal standards and vested in the Town. There may be occasional circumstances where exceptions are made to the Town standards by agreement with a developer but if so, there will be clear requirements dealing with how municipal services are provided.

Some new private lanes have been created since amalgamation in 1998, however Rothesay does not provide winter and summer maintenance services or garbage pickup for these nor is uniform service provided for some private lanes in place at amalgamation. This two-tiered approach to private lane maintenance has caused inequity in the service that Rothesay delivers and has prompted concern among residents who own property fronting on private lanes created since 1998.

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<sup>1</sup> Road maintenance provided by Dept. of Transportaton prior to amalgamation.

This policy serves to identify private lanes, categorize their unique characteristics and apply a standardized set of criteria in order to clearly determine which private lanes will receive Town services and which lanes will not.

**CRITERIA:**

The following criteria are recommended by the Works & Utilities Committee as acceptable reasons to provide winter & summer maintenance service and garbage, compost and recycling pickup for private lanes of sufficient width and existing surface conditions to be maintainable without causing damage to Town equipment or that of its contractors (not all need apply):

- a. service to the lane was provided prior to amalgamation in 1998; and
- b. four or more single family homes front on the lane; and
- c. the lane is purely single family residential (R1B zoning) in nature; and
- d. the lane serves single family residential homes that are not part of a condominium complex, business or institutional use; **OR**
  
- e. extensive municipal sewer and/or water pipework exists in the lane right-of-way or the imputed ROW; **OR**
  
- f. service to the lane forms part of a historic "exchange of services" agreement;

**SERVICE DELIVERY:**

Private lanes that meet the Policy Criteria shall receive maintenance services which consist of the following:

- i. winter snow plowing;
- ii. winter sanding/salting to provide traction;
- iii. winter snow removal if necessary to provide continual service;
- iv. summer grading and gravel/stone top-up
- v. annual ditching (if required) to promote adequate drainage; and
- vi. bi-weekly garbage, compost and recycling pickup at each individual driveway location.

**NOTE - resurfacing of hard-surfaced private lanes or large scale drainage improvements are NOT provided by the Town.**

Private lanes not meeting these criteria (regardless of historic service provision) will not have Town services provided. It should be noted that lanes with poor surface conditions may not be suitable for emergency services vehicles and equipment.

**TRANSITIONAL:**

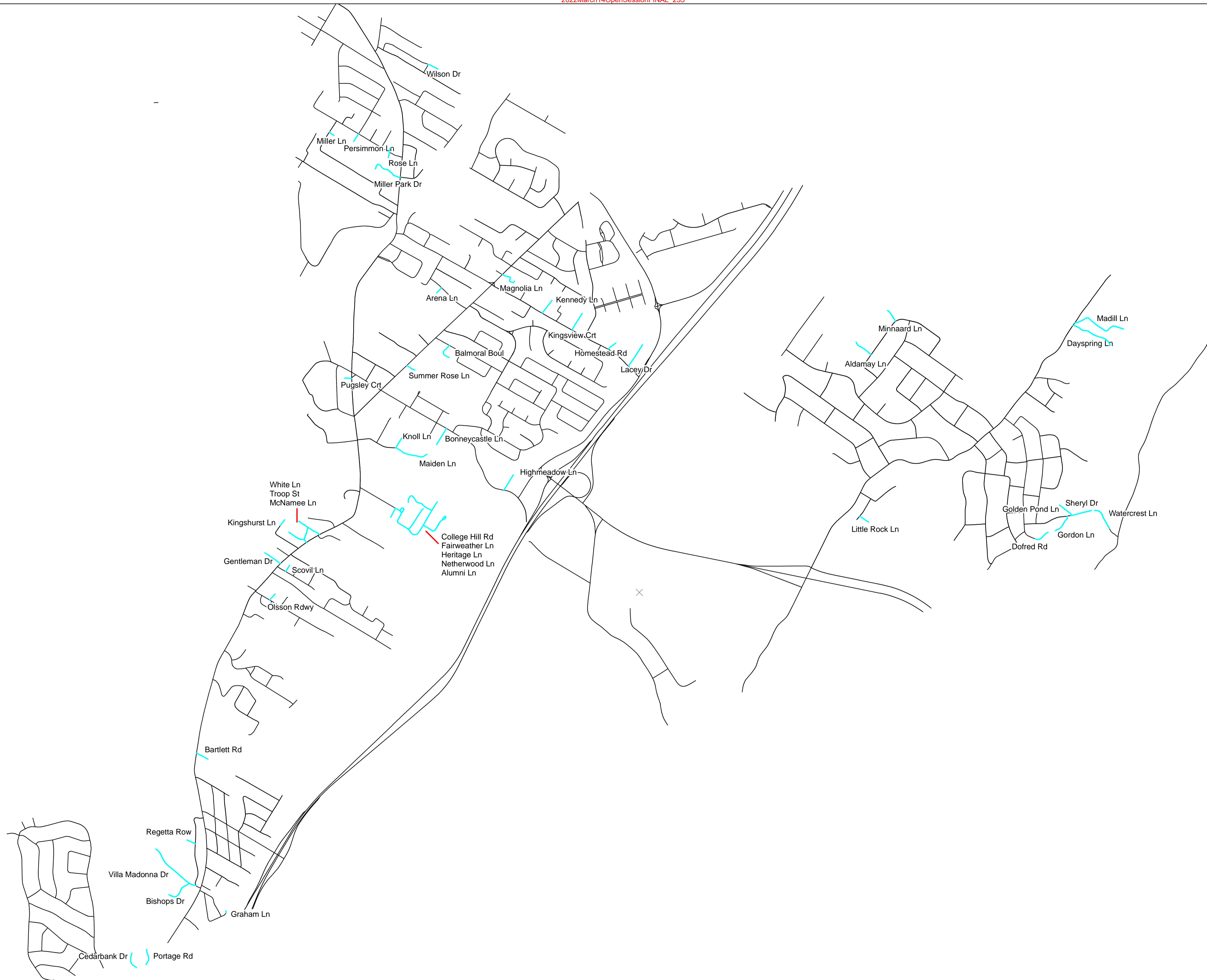
Council may refer requests to categorize a lane from Appendix B to Appendix A to the Town Works & Utilities Committee for a recommendation.

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2022March14OpenSessionFINAL\_234

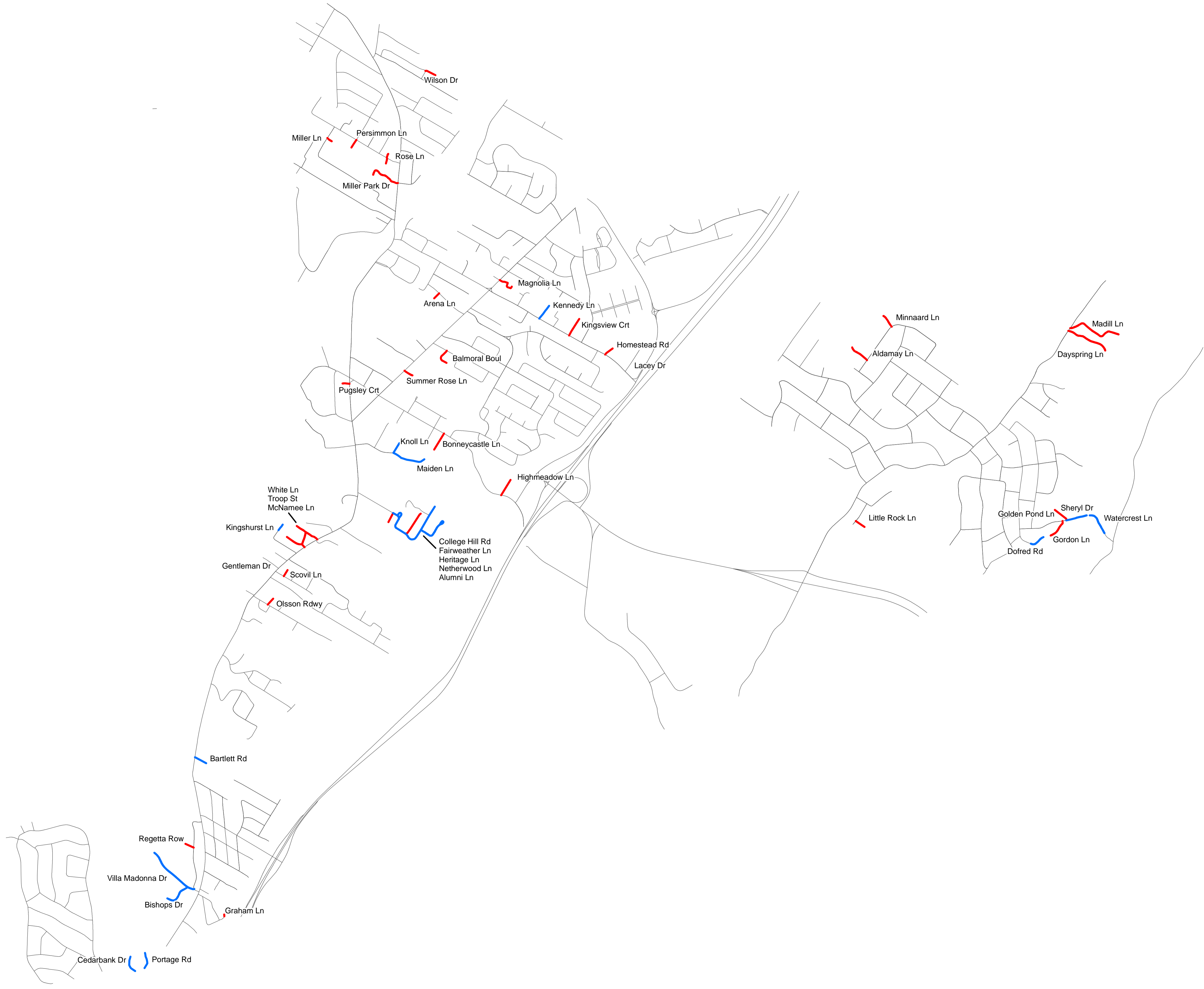
Appendix A					
		Length (m)		Number of residences	Use
Bishops Dr		218.24		1	Residential - historic agreement
Cedar Bank		269.16		1	Residential - historic agreement
Portage Rd		124.39		2	Residential - historic agreement
Knoll Lane		92.40		4	Residential
Kingshurst Lane		57.22		4	Residential
Bartlett Rd		103.71		5	Residential
Dofred Rd		124.10		5	Residential
Maiden Lane (End)		271.90		5	Residential
College Hill Rd- on campus		600.00		5	Institutional - historic agreement
Villa Madonna Dr		450.74		5	Institutional - historic agreement
Kennedy		132.48		6	Residential
Watercrest Lane		202.74		10	Residential
Netherwood Lane		301.80		10	Residential
Sheryl Dr		170.86		11	Residential

Appendix B					
Homestead Rd		79.13		1	Commercial
Regatta row		73.91		1	Institutional
Madill Lane		455.77		1	Residential
Olsson Roadway		65.65		1	Residential
Summer Rose		76.30		1	Residential
Wilson Dr		90.18		1	Residential
Graham Ln		15.94		1	Residential
Persimmon Lane		73.54		1	Residential
Aldamay Lane		163.09		1	Residential
Minnaard Lane		111.17		1	Residential
Little Rock Ln		86.17		1	Residential
Scovil Lane		58.07		2	Residential
Troop St		134.82		2 (semi detached)	Condominium
Pugsley Crt		57.89		2	Residential
Rose Lane		80.49		2	Residential
Bonneycastle Lane		153.23		2	Residential
Highmeadow Lane		144.92		2	Residential
Miller Lane		44.40		2	Residential
Fairweather Lane		82.16		3	Residential
Golden Pond Lane		128.89		3	Residential
Gordon Lane		161.63		3	Residential
Dayspring Lane		351.92		3 +1	Residential + Institutional
McNamee Lane		201.18		6 (semi-detached)	Condominium
White Lane		142.72		6 (semi detached)	Condominium
Balmoral Blvd		129.70		10 (semi detached)	Condominium
Kingsview Crt		158.11		22	22 aptment units
Arena Lane		57.39		24	2 - 12 unit apt bldgs
Magnolia Lane		150.44		37	37 apartment units
Miller Park Dr		258.51		51	51 apartment units
Heritage Lane		127.51			Institutional



Private Lanes





Appendix A  
Appendix B



Private Lanes