



ROTHESAY

PUBLIC HEARING AGENDA

6:30 p.m.

Monday, April 25, 2022

Common Room, Rothesay Town Hall



Public access to the Live stream will be available online at 6:30 p.m.:

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

**PUBLIC HEARING – 40 Unit Apartment Building + 2 Single Family Dwellings
Highland Avenue & Hillcrest Drive
(PIDs 00444885, 00444877, 30346308, 30187629)**

1. CALL TO ORDER Instructions

2. PUBLIC HEARING

Documentation

22 April 2022

Public Notice Memorandum prepared by Town Clerk Banks

29 March 2022

Community Planning Act, Section 111 notice to website

5 April 2022

Recommendation from Planning Advisory Committee

30 March 2022

Staff Report to Planning Advisory Committee

DRAFT

By-law 2-10-31

DRAFT

Development Agreement

3 March 2022

Staff Report to Planning Advisory Committee

4 February 2022

Staff Report to Planning Advisory Committee

30 November 2021

Staff Report to Planning Advisory Committee

Appearances/Presentations:

Presentation: **Luke Moffett, Bespoke Residences Inc.**

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

Comments:

D. Hudson

L. Malcolm

J. Brien/D. Lapierre

M. Desmond

B. Blissett

Appearances:

David Hudson

Christianne Vaillancourt

3. ADJOURNMENT



ROTHESAY MEMORANDUM



TO : Mayor Grant and Rothesay Council
FROM : Town Clerk Banks
DATE : 22 April 2022
RE : Public Hearing Notice and social media
40 Unit Apartment Building and 2 Single Family Dwellings
Highland Avenue/Hillcrest Drive

March 29, 2022 Public Hearing Notice posted to the Rothesay website and in the Town Office, in accordance with the *Community Planning Act* (see attached)

Social media messages scheduled:

Tuesday, March 29	Thursday, April 14
Friday, April 1	Tuesday, April 19
Tuesday, April 5	Friday, April 22
Thursday, April 7	

Public Hearing notices mailed to 45 property owners (March 22, 2022)

Registered Speakers

David Hudson
Christianne Vaillancourt

ROTHESAY

Posted 29 March 2022

PUBLIC HEARING NOTICE – Highland Ave/Hillcrest Drive 40 Unit Apartment Building and 2 Single Family Dwellings

PUBLIC NOTICE IS HEREBY GIVEN that, pursuant to Section 111 of the *Community Planning Act*, SNB 2017, c 19 and amendments thereto, Rothesay Council intends to consider rezoning lands located 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*, supra.

Rothesay Council has scheduled an IN-PERSON **PUBLIC HEARING** to be held on **Monday, April 25, 2022**, commencing at 6:30 p.m. The hearing will be held in the Common Room, Rothesay Town Hall, 70 Hampton Road.

Rothesay is requesting attendees wear masks and maintain social distancing. Any person wishing to speak or attend the hearing is requested to register with the office of the Town Clerk **no later than Thursday, April 21, 2022 at 4:00 p.m.**

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

DRAFT	By-law 2-10-31
DRAFT	Development Agreement
3 March 2022	Staff Report to Planning Advisory Committee
4 February 2022	Staff Report to Planning Advisory Committee
30 November 2021	Staff Report to Planning Advisory Committee

Written objections will be received by the undersigned until 4:00 p.m. on Thursday, April 21, 2022 and will be provided to Council in advance of the public hearing.

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

Mary Jane E. Banks, BComm
Town Clerk
(MaryJaneBanks@rothesay.ca)

506-848-6664

[www.rothesay.ca /public-hearing-notice-highland-ave-hillcrest-drive-40-unit-apartment-building-and-2-single-family-dwellings/](http://www.rothesay.ca/public-hearing-notice-highland-ave-hillcrest-drive-40-unit-apartment-building-and-2-single-family-dwellings/)

PUBLIC HEARING NOTICE – Highland Ave/Hillcrest Drive 40 Unit Apartment Building and 2 Single Family Dwellings

: 2022-03-29

29 March 2022

PUBLIC NOTICE IS HEREBY GIVEN that, pursuant to Section 111 of the *Community Planning Act*, SNB 2017, c 19 and amendments thereto, Rothesay Council intends to consider rezoning lands located 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*, supra.

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- DRAFT [By-law 2-10-31 \(PDF\)](#)
- DRAFT [Development Agreement \(PDF\)](#)
- 3 March 2022 [Staff Report to Planning Advisory Committee \(PDF\)](#)
- 4 February 2022 [Staff Report to Planning Advisory Committee \(PDF\)](#)
- 30 November 2021 [Staff Report to Planning Advisory Committee \(PDF\)](#)

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Mary Jane E. Banks, BComm
Town Clerk
MaryJaneBanks@rothesay.ca
506-848-6664



ROTHERESAY MEMORANDUM



TO : Mayor and Council
FROM : Town Clerk Banks
DATE : 5 April 2022
RE : Highland Avenue/Hillcrest Drive Rezoning

For Information – Will be brought forward at the May 9 regular Council meeting

Please be advised the following motions were passed by the Planning Advisory Committee at its regular meeting on Monday, April 5, 2022:

MOVED by Counc. Mackay French and seconded by Counc. Shea the Planning Advisory Committee hereby recommends that Council enact By-law 2-10-31 to rezone 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.

NAY votes recorded from E. Gillis and M. Graham.

CARRIED.

MOVED by Counc. Mackay French and seconded by Counc. Shea the Planning Advisory Committee recommends that Council authorize the Mayor and Clerk to enter into an agreement, to allow for the development of a 40-unit apartment building and 2 single family homes at Highland Avenue and Hillcrest Drive (PIDs 00444885, 00444877, 30346308, 30187629).

NAY votes recorded from E. Gillis and M. Graham.

CARRIED.



To: Chair and Members of Rothesay Planning Advisory Committee
From: Brian L. White, MCIP, RPP
Director of Planning and Development Services
Date: Wednesday, March 30, 2022
Subject: Rezoning - Highland Avenue & Hillcrest Drive

Applicant/owner:	Sean Hall	Applicant/owner:	Luke Moffett
Mailing Address:	41 Brigadoon Terrace Saint John, NB E2K 5P5	Mailing Address:	James Avery Grace Corp. 76 Highland Avenue Rothesay NB E2E 5N3
Property Location:	Highland Avenue & Hillcrest Drive	PID:	00444885, 00444877, 30346308, 30187629
Plan Designation:	High Density	Zone:	Single Family R1A
Application For:	40 Unit Apartment Building + 2 Single Family Dwellings		
Input from Other Sources:			

RECOMMENDATION:

PAC remove from the TABLE an application to rezone land off Highland Avenue and Hillcrest Drive.

ORIGIN:

At their February 7th, 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.

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). 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)¹ Universal Design Barrier Free units utilizing Universal Design principles.

PUBLIC HEARING:

Rothsay Council has scheduled an IN-PERSON PUBLIC HEARING to be held on Monday, April 25, 2022, commencing at 6:30 p.m. The hearing will be held in the Common Room, Rothsay Town Hall, 70 Hampton Road.

STAFF ANALYSIS:

Staff have written previously that the proposed development utilizes several density bonusing policies from the Municipal Plan to maximize the development opportunity. However, in Staff's opinion utilization of these "bonus" policies has not resulted in a project that compliments the neighbourhood or reinforces the established character of buildings in the neighbourhood.

On March 13, 2017, Rothsay Council rezoned 52-54 Hampton Road (Central Park Condos) to allow for the development of a 58-unit residential development comprised of ten garden homes and two 24-unit condo buildings. Council's decision regarding that project was well considered and required the architecture of the 3 story buildings (shingle siding and peak roofs) to complement the neighbourhood. The proposed 4 story flat roof 40-unit building in contrast to Central Park is a more intensive development than the Central Park development. Staff believe good residential infill in an existing neighbourhood with established character needs to have a direct, proportional (scale) and sensitive relationship to the neighbourhood. This specific location and neighbourhood is a special transitional area that deserves a higher the quality of project design than the proposed development.

INCOMPATIBLE DENSITY:

Staff acknowledge that the Municipal Plan designates this property for high density residential uses. However, the rezoning process affords Council with control over the conditions of the proposed development. Staff believe that the proposed project departs from the established character of the neighbourhood and increases the density in a manner which would prove to be too dense for the location.

Staff compared the proposed 42-unit project to the "Central Park" condominium project at 52-54 Hampton Road. The density of the proposed project has a density of 25.15 units per acre (42 units on 1.67 acres) whereas the Central Park condominium development at has a density of 15.06 units per acre (58 units on 3.85 acres). The proposed 42-unit development would represent a **70% increase in density** over the Central Park condominium development and Staff are concerned that such a major increase would have a negative impact on neighborhood character.

ARCHITECTURE:

PAC directed that the applicant revise the architectural style of the project to reinforce the general character of the area. The general residential character of the area is of residential buildings with peaked roofs and of a density lower than the current proposal. The applicants revised the roof line architecture of the building. However, the roof redesign is not a peaked roof but a modified version of a Mansard Style Roof with secondary and minor roof lines. The redesign includes dormers and peaks to help break up and reduce the apparent mass of the roof and the building. Staff appreciate the attempt to modify the

¹ These units are additional to the Barrier-Free Design Building Code requirements under New Brunswick Regulation 2021-3 under the Building Code Administration Act.

building design but believe the design remains largely of a large flat roof building. The overall bulk of the building and architectural quality of the proposed building does not reflect the general character of the neighbourhood.

SINGLE FAMILY DWELLINGS:

The integration of the 2 single-family homes (2 and 4 Hillcrest Drive) into an apartment building development is unprecedented in Rothesay. The proposed apartment building is located too close to the existing homes and does not respect the traditional model of one house per lot with rear yard amenity space. Rear yards are intended to provide relief and refuge for homeowners. The proposed 4-story apartment building will impose on the quality and quantity of the rear yard open space for occupants of 2 and 4 Hillcrest Drive. If approved this proposal will change the character of the prevailing pattern of development and set an avoidable precedent.

SUMMARY:

Staff have reviewed the rezoning application and it is staff's opinion that the proposed development seeks to redevelop the property with a higher density/intensity than is compatible with the scale, urban design, and architectural features of the existing neighbourhood.

Staff could support this application if the applicant was willing to make the recommended changes to the proposed development as follows:

1. removing the 2 single family homes (2 and 4 Hillcrest Drive) from the proposal;
2. reduce the apartment building height to 3 stories; and
3. revise the building architecture to include a peaked roof design.

Staff have expressed concern regarding the density of the project but are prepared to support a 42 unit building if the above conditions are met. However, without changes, staff do not recommend approval of the application as presented.

RECOMMENDATION:

Staff recommend THAT the Planning Advisory Committee consider and REJECT the following Motion(s):

- A. PAC HEREBY recommends that Council enact BY-LAW 2-10-31 to rezone 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.
- B. PAC HEREBY recommends that Council authorize the Mayor and Clerk to enter into an agreement, to allow for the development a 40-unit apartment building and 2 single family homes at Highland Avenue and Hillcrest Drive (PIDs 00444885, 00444877, 30346308, 30187629).



Report Prepared by: Brian L. White, MCIP, RPP
Date: Wednesday, March 30, 2022

Attachment A	Polling Results
Attachment B	DRAFT By-law 2-10-31
Attachment C	DRAFT Development Agreement

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

Good afternoon, Brian

We are the Property Owners at 52 Hampton Rd, Unit 307, (names redacted). We are part of the Condo Corporation 696948.

It has come to our attention that a letter, dated February 17, 2022 was sent to all Townhouse Owners of the Corporation and only to some Owners of the Manhattan or Madison Building in regards to a proposal to develop a 40 unit apartment building.

As per Town bylaws, every property owner within 100 meters of the location of said proposal for the rezoning application for Hillcrest and Highland Avenue should have received the letter sent by the Town of Rothesay to be given the opportunity to provide comments or concerns to be part of the public records. And also to be notified of any public meetings or hearings by the Town for this proposal.

We did not receive this letter dated February 17 or any communication on the subject and are asking to please be added to the distribution list to be included in communication going forward.

Here are our comments and concerns to be added to the public records:

Why were the Owners of the Townhouses from our Condo Corporation and some Condo Owner's provided with the letter but not us? As per bylaw we must be provided with this opportunity also.

A driveway for this development is to be added with entrance from Hillcrest, how is the Town proposing to alleviate any traffic congestion cause by this new development before and after? Why not have the entrance from Highland instead? There are already 58 Owners from our Corporation using Hillcrest, why not try to alleviate the potential traffic.

(Paragraph redacted by request of resident)

How can we have any confidence that this Development project would have a time limit to finalize construction so that close proximity Residents and Property Owners like us are not dealing with an eye sore once again for an undetermined amount of time?

What will be done for renters parking and their guest by these Developers and for their crew members to ensure that they can confidently state that they will not try to illegally use the Parking lots of the Manhattan and Madison Building where each parking space is owned individually by Condo Owner's? Or park on Balmoral which is owned and maintained by the Corporation? And this would be for during and after their development.

Thank you in advance for your attention on the above
Please reply to all on this email to confirm receipt and addition to public records

Kind Regards

Thanks for the information on the proposal for the above apartment.

I guess I am still upset at the proposal. It seems all traffic will enter from Hillcrest through a road between 4 & 6 Hillcrest along with the garbage truck if they can figure out how to get the truck turned around on Hillcrest.

Is this building bigger than the condo buildings.

Interesting that the traffic study was done before the 2nd condo was occupied and no study done for Highland. Also no mention of the private school on Highland.

Why do they want to leave the 2 single homes on Hillcrest, maybe to upgrade them to apartments later.

No transition from high rise to single family like there is with the condos.

Seems the developers can't figure out how many units there are as most of the pages referred to 40 units, not 41.

Last but not all there is not nearly enough parking both above and below ground.

Glad to get this off my chest and hope that council follows your recommendations or better yet throws the whole proposal out.

Thanks again for the information and giving me the opportunity to share with you my concerns.

If I can be of more help please call

Sincerely,

Hi Brian,

Just had to get my last 2 cents worth on the proposal. The devil made me do it!

- 1 If the rezoning is approved can the developer now build a 2nd apartment on the other half without additional approval from the town?
- 2 Is there a plan on where all the construction equipment will be placed?
- 3 What about the vehicles that the construction workers have?
- 4 Would there be a construction time limit?

Guess this is it from me for now, hope you have a good day.

Sincerely,



**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:

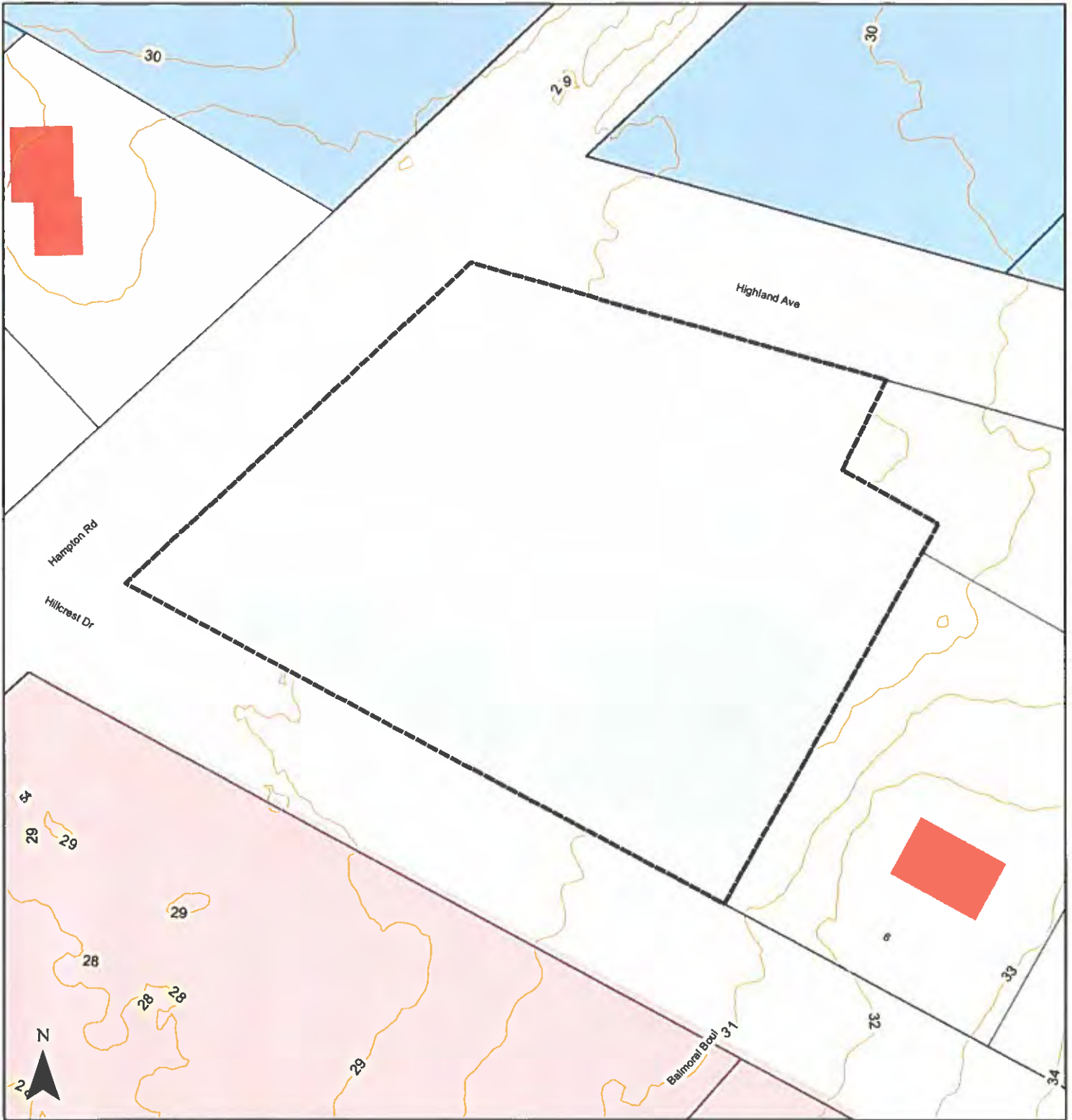
That Schedule A, entitled "Zoning" as attached to By-Law 2-10 "ROTHESAY ZONING BY-LAW" is hereby amended, as identified on the attached sketch, identified as Attachment "2-10-31".

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 :

MAYOR

CLERK



2022-02-18, 11:10:02 AM

Property Boundary

 Property Boundary

Buildings

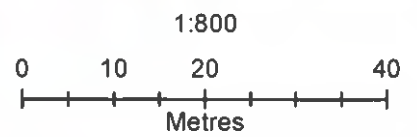
 Residential

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:

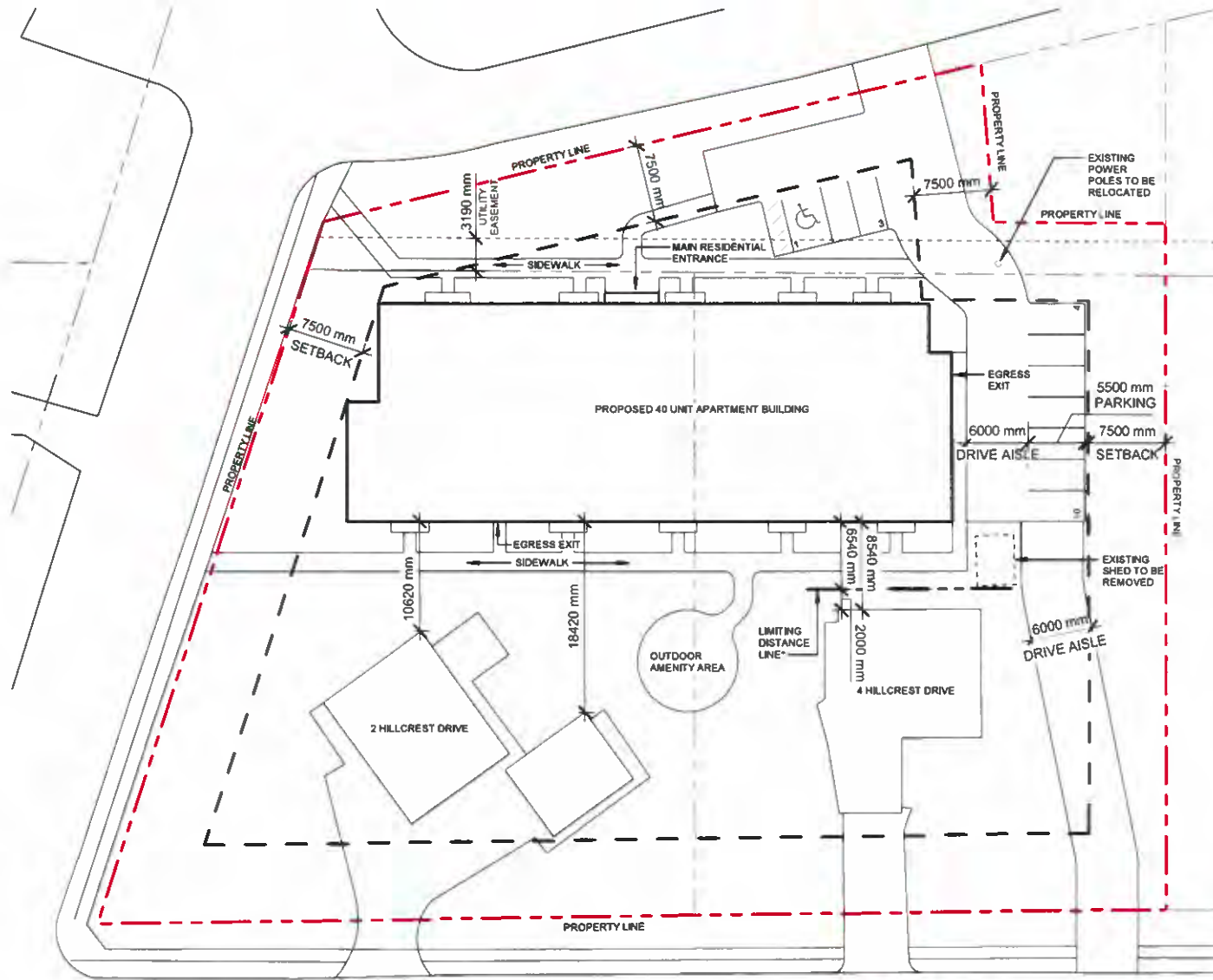
Rothsay:

Nancy E. Grant, Mayor

Mary Jane E. Banks, Clerk

SCHEDULE A

PID: 00444885, 00444877, 30346308, 30187629
(TO BE CONSOLIDATED)



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.

 <p>1 Canal St, Danforth 4S B2P2W1 zap.ca</p>	<p>CLIENT LUKE MOFFETT</p>	<p>PROJECT 40 UNIT APARTMENT BUILDING Rothsay, NB</p>	<p>DRAWING SITE PLAN</p>	<p>PROJECT NO. 21-079 DRAWN BY: AS ISSUED FOR DA DATE: October 18, 2021</p>	<p>SCHEDULE C5</p>									
	<p>LEGEND</p> <table border="0"> <tr> <td>PROPERTY LINE (EXISTING)</td> <td>---</td> </tr> <tr> <td>PROPERTY LINE (CONSOLIDATED)</td> <td>- - - - -</td> </tr> <tr> <td>SETBACKS</td> <td>---</td> </tr> <tr> <td>UTILITY EASEMENT</td> <td>---</td> </tr> <tr> <td>LIMITING DISTANCE LINE</td> <td>---</td> </tr> </table> <p>*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.</p>					PROPERTY LINE (EXISTING)	---	PROPERTY LINE (CONSOLIDATED)	- - - - -	SETBACKS	---	UTILITY EASEMENT	---	LIMITING DISTANCE LINE
PROPERTY LINE (EXISTING)	---													
PROPERTY LINE (CONSOLIDATED)	- - - - -													
SETBACKS	---													
UTILITY EASEMENT	---													
LIMITING DISTANCE LINE	---													

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.



CLIENT
LUKE MOFFETT

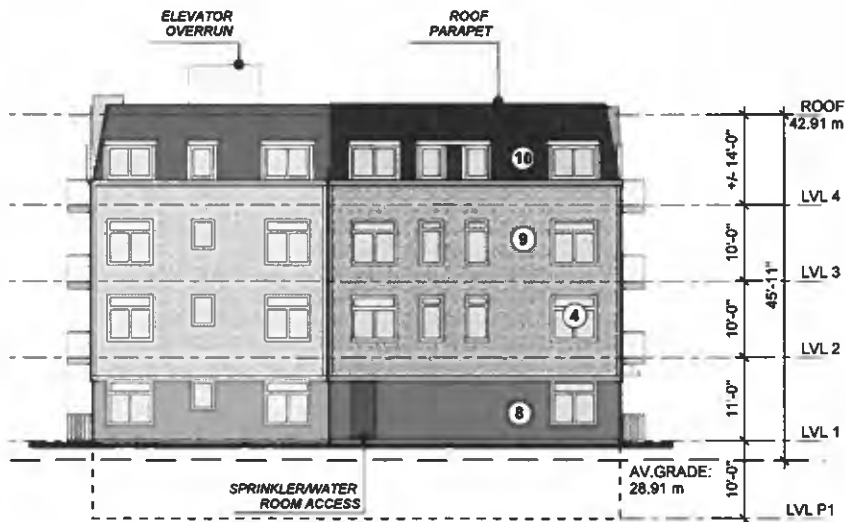
PROJECT
40 UNIT APARTMENT BUILDING
Rothesay, NB

DRAWING
NORTH ELEVATION

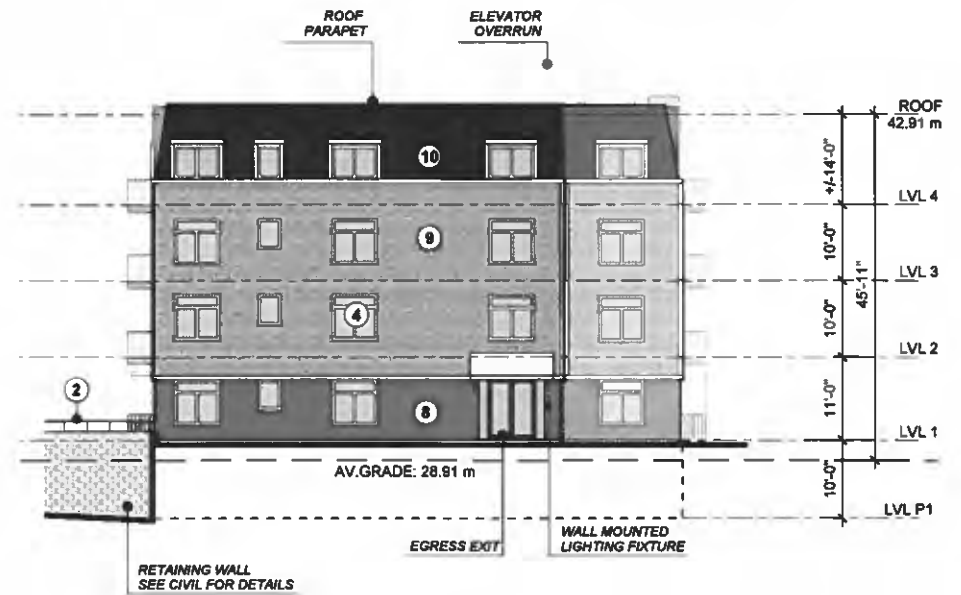
PROJECT NO. 21-079
DRAWN BY: AS
ISSUED FOR: DA
DATE: January 27, 2022
SCHEDULE
C1

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.



WEST ELEVATION



EAST ELEVATION



architecture
planning
1 Canal St. Dartmouth
NS 951 2W1 | zzap.ca

CLIENT

LUKE MOFFETT

PROJECT

40 UNIT APARTMENT BUILDING
Rothesay, NB

DRAWING

EAST AND WEST ELEVATIONS

PROJECT NO. 21-079

DRAWN BY: AS

ISSUED FOR: DA

DATE: January 27, 2022

SCHEDULE

C2

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.



CLIENT

LUKE MOFFETT

PROJECT

40 UNIT APARTMENT BUILDING
Rothesay, NB

DRAWING

SOUTH ELEVATION

PROJECT NO. 21-079

DRAWN BY: AS

ISSUED FOR DA

DATE: January 27, 2022

SCHEDULE

C3



- 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.



FILE: C:\Users\Bran\OneDrive\Documents\Projects\2021\Projects\132_079\Highland and Hillcrest\132_079_Landscaping Plan.dwg | 5/8 Plan 01.DWG | LANDSCAPING PLAN 100.dwg | 3/4/21 Landscaping Plan



CLIENT

PROJECT
HIGHLAND AND HILLCREST ROAD
 Rothesay, New Brunswick

DRAWING
LANDSCAPING PLAN

PROJECT NO. 21-066
 DRAWN BY: MM
 ISSUED FOR REVIEW
 DATE: JULY 20, 2021
DRAWING NUMBER
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



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)

Applicant/owner:	Sean Hall	Applicant/owner:	Luke Moffett
Mailing Address:	41 Brigadoon Terrace Saint John, NB E2K 5P5	Mailing Address:	James Avery Grace Corp. 76 Highland Avenue Rothesay NB E2E 5N3
Property Location:	Highland Avenue & Hillcrest Drive	PID:	00444885, 00444877, 30346308, 30187629
Plan Designation:	High Density	Zone:	Single Family R1A
Application For:	40 Unit Apartment Building + 2 Single Family Dwellings		
Input from Other Sources:			

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 7th, 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)¹ 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

¹ 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

ATTACHMENT A – POLLING RESULTS

Planning and Advisory Committee

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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 :

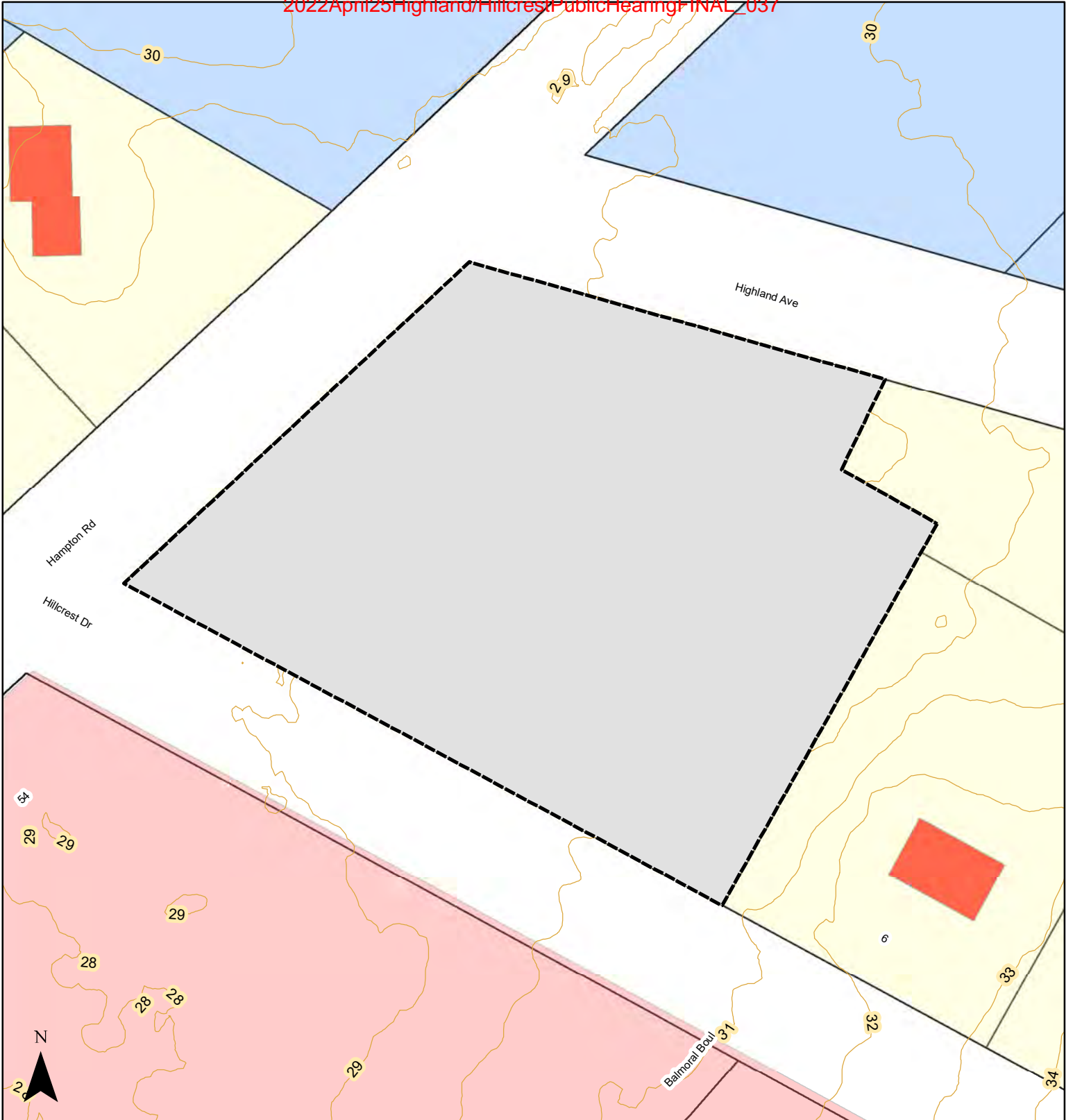
MAYOR

CLERK

Attachment - Bylaw 2-10-31


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2022April25Highland/HillcrestPublicHearingFINAL_037



2022-02-18, 11:10:02 AM

Property Boundary


 Property Boundary

Buildings

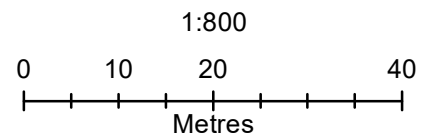
 Residential

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:

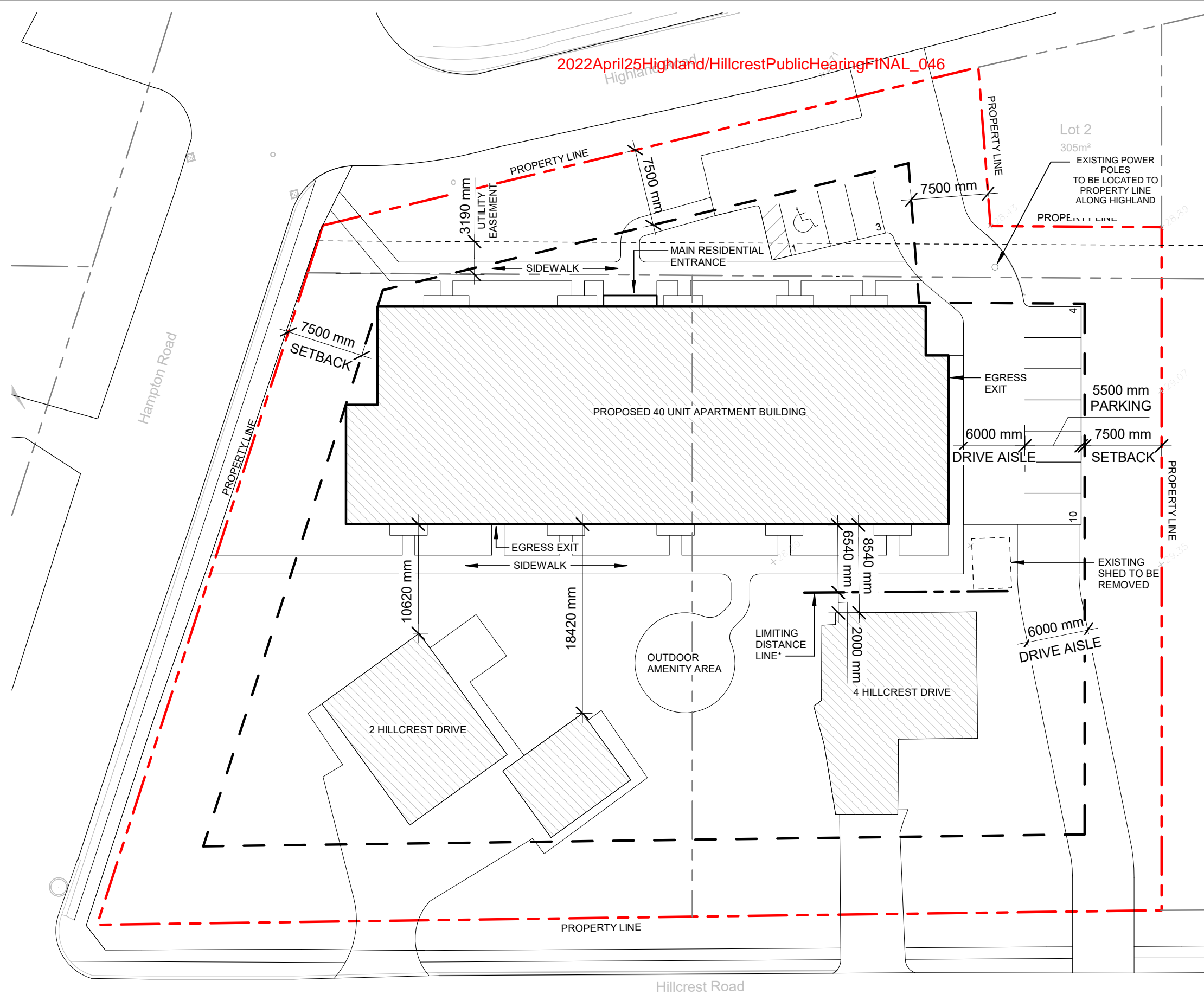
Rothsay:

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.

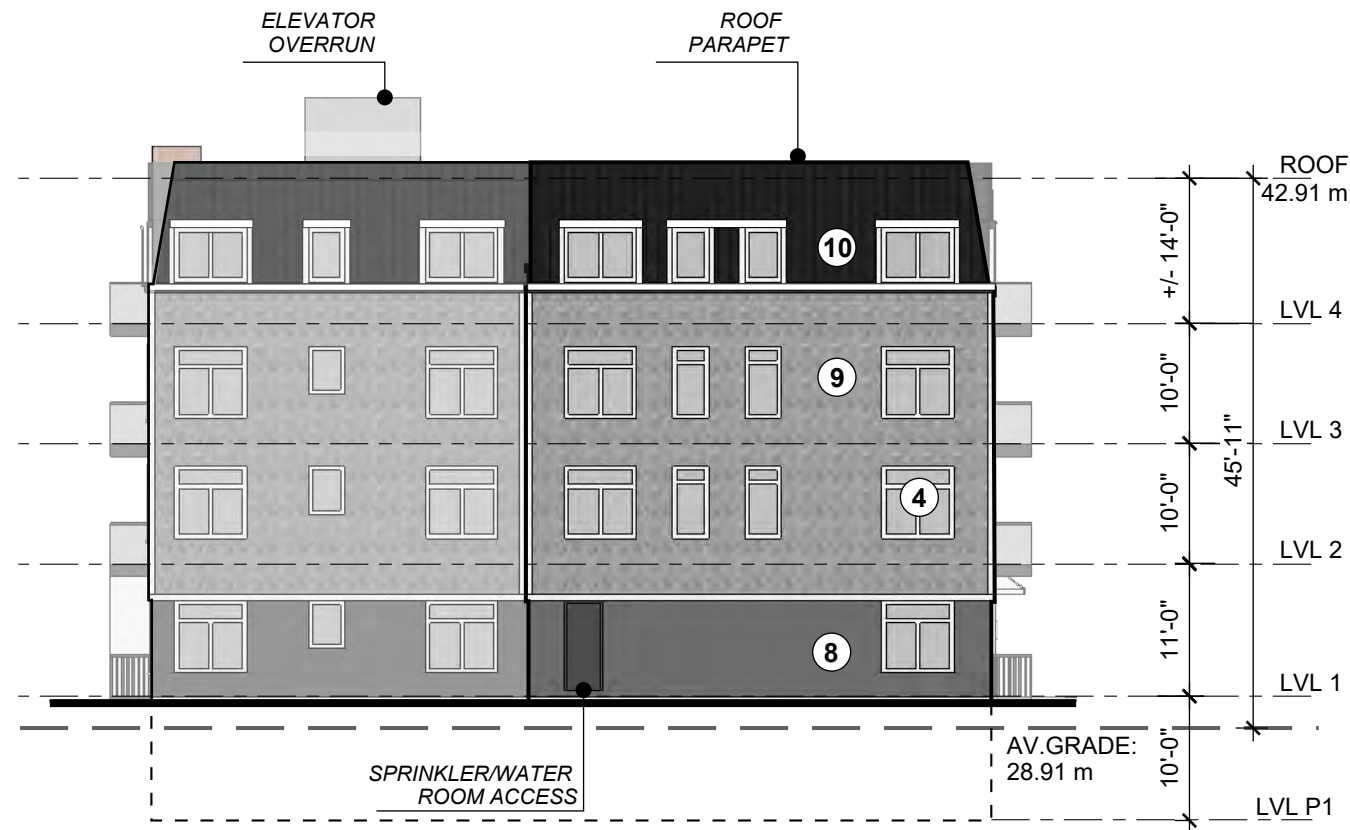
EXTERIOR MATERIALS LEGEND	
1	METAL GUARD
2	ALUMINUM FRAMED GLASS GUARD
3	PATIO DOOR
4	PVC WINDOW
5	ALUMINUM CURTAIN WALL SYSTEM
6	MASONRY VENEER
7	PREFINISHED CLADDING TYPE I
8	PREFINISHED CLADDING TYPE II
9	PREFINISHED CLADDING TYPE III
10	METAL ROOF

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
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8	PREFINISHED CLADDING TYPE II
9	PREFINISHED CLADDING TYPE III
10	METAL ROOF

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



WEST ELEVATION



EAST ELEVATION

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.



FILE: C:\Users\ross.vuicker\Zes6\Architecture & Planning\Projects - 2021\Project\21-079\Moffett Highland and Hillcrest\4_Plan\1_DWG\1_Site Plan\21-079-LANDSCAPING_PLAN-100.dwg SHEET: 1: Landscaping Plan

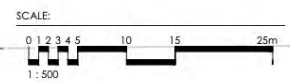


- LEGEND**
- Site Boundary
 - Adjacent Property Boundary
 - Proposed Tree
 - Proposed Shrub

- 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



To: Chair and Members of Rothesay Planning Advisory Committee
From: Brian L. White, MCIP, RPP
 Director of Planning and Development Services
Date: Friday, February 04, 2022
Subject: Rezoning - 40 Unit Apartment Building – (Highland Avenue & Hillcrest Drive)

Applicant/owner:	Sean Hall	Applicant/owner:	Luke Moffett
Mailing Address:	41 Brigadoon Terrace Saint John, NB E2K 5P5	Mailing Address:	James Avery Grace Corp. 76 Highland Avenue Rothesay NB E2E 5N3
Property Location:	Highland Avenue & Hillcrest Drive	PID:	00444885, 00444877, 30346308, 30187629
Plan Designation:	High Density	Zone:	Single Family R1A
Application For:	41 Unit Apartment Building + 2 Single Family Dwellings		
Input from Other Sources:			

RECOMMENDATION:

Staff recommend that PAC consider removing 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 December 6th, 2021 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 a revision of the proposed development to reduce the density of the project to 34 units plus bonus units requested by the developer, and approved by the Planning Advisory Committee, and further revision of the architectural style of the project to reinforce the general character of the area.

DENSITY:

As noted the PAC tabling motion includes a directive that the applicant revise the proposed development to reduce the density of the project to 34 units plus bonus units. The applicant’s revised proposal utilizes a density calculation as follows:

“We are requesting to utilize 7 Affordable/Age Friendly Bonusing Units from Policies R-1 and R-2 (using 14% rather than 20%) My understanding was the tabled motion was 34 units and for the developer to assess the application. $34 \times (1.14) = 39$ Units. (39 Minus 2 existing single-family homes is 37 Units) and we request 3 Net Zero units utilizing policy R12”

Staff want to clarify for PAC that the proposal as submitted is for 42 units.

Density refers to the total number of dwelling units on the property. The apartment building is 40 units, plus the 2 existing homes, which gives a total number of dwelling units at 42. The applicant’s proposal as described above suggests that subtract the 2 homes. There is no methodology, which would permit staff, PAC or Council to ignore the 2 existing homes when calculating the total density. The total land area is 6751.79 square meters. The R4 zones permits one dwelling unit per 200m² of land, which as calculated permits a maximum density of 33.76 units (rounded to 34). The Municipal Plan provides

policy to encourage affordable and age friendly housing in exchange for a max of 20% density bonus, which is 6 more units. However, to limit the densification and the scale and intensity of a development, Implementation Policy IM-7 restricts the density bonusing provisions and in “no circumstance shall the density bonus exceed 20% of the maximum allowable density” permitted by the Zoning By-law. Therefore, the maximum density is 34 units plus 6 bonus units with a total number of 40 not 42.

The applicants wish to make use of additional density bonusing provisions however; the Municipal Plan is clear in that the policies were not intended compound density beyond guidance of the Implementation Policy IM-7, which restricts the density bonusing provisions to 20% of the maximum allowable density. The Municipal Plan provides clear guidance “To limit the densification of land, and the scale and intensity of a development, no more than one density bonusing policy may be used on a single project or proposal as stated in the following policy.”

Staff would also like to reiterate that in comparison to the condominium project at 52-54 Hampton Road, the density of the proposed project of 42 units on 1.67 acres has a density of 25.15 units per acre whereas the 52-54 Hampton Road condominium development at has a density of 58 units on 3.85 acres or 15.06 units per acre. The proposed 42-unit development would represent a 70% increase over the 52-54 Hampton Road condominium development and Staff are concerned that such a major increase could have a negative impact on neighborhood character.

Staff believe the revised proposal requires additional revision to address PAC’s Motion to reduce the density to 34 units, plus the density bonusing.

ARCHITECTURE

The second condition attached to PAC’s Motion was that the applicant further revise the architectural style of the project to reinforce the general character of the area. Figures 1 and 2 below are renderings of the applicant’s original proposal and the revisions made since the December PAC meeting.



Figure 1 – Original Proposed Apartment Building



Figure 2 - Revised Building Architectural Rendering

As noted in the preceding section of this report, Staff believe that the project density of 42 units “could have a negative impact on neighborhood character”. The project density and the architectural design of the building are intertwined, and it may be difficult for the “architectural style of the project to reinforce the general character of the area” when the general character of the area is of a density lower than the current proposal.

The revised proposal (Figure 2) is largely unchanged from the original proposal (Figure 1) with the exception of changes to the fourth floor elevations. The revised building design makes use of a mansard or modified mansard roof. The application notes:

“We engaged our Architecture consultants to redesign the roof line architecture of the building. This may reduce unit sizes on the top floor. The roof was redesigned as a Mansard Style Roof with secondary and minor roof lines. The redesign also includes dormers and peaks to help break up and reduce the apparent mass of the roof and the building. These were key elements or suggestions from town staff to our architect. Our architects also took inspiration from a building in Halifax that was recommended by Town Staff in evaluating rooflines.”

A mansard roof is a four-sided hip roof characterized by inward sloping walls on the upper most part of a building usually punctured by dormer windows. The use of a mansard provides additional floor space and reduces the overall height of the roof without compromising the number of building storeys. Staff appreciate the attempt to modify the building design but believe the design remains largely of a large flat roof building. The application notes that the “architects also took inspiration from a building in Halifax that was recommended by Town Staff”.



Figure 3 - Fairmont Condo Building Halifax, NS

Staff wish to be clear that the building in Halifax referenced by Town Staff was one of many buildings provided as examples to the developer (See Figure 4). Staff forwarded the Halifax example as a large 3-storey building featuring good articulation techniques that break down the perceived scale of the building. The building is constructed with variety materials and details that adds visual interest to appear less dense than a boxier or less detailed building.

Staff note that the examples provided to the applicant for design inspiration were largely peaked roof gable design buildings, each with differing architectural merits. Nevertheless, all of the examples provided were three storey buildings. Staff note that our written advice to the developers early in the application stage stated the following:

“With regard to the ROOF LINE design issues raised by the Town the main concern we have is with architectural compatibility. The apparent mass of a roof is a function of its articulation and the roof forms used in its design. Many residential buildings in the area of your proposed apartment building have secondary roof forms, along with the primary roof, and some also have

minor roof forms (for example, over Town Hall’s main entrance, windows, or dormers) that help to break up and reduce the apparent mass of the roof and the building. Consistency in roof slope or the consistent use of certain roofing materials also contribute to a particular neighborhood character. The general area your project is in has an established pattern of roof form and you should be consistent with that pattern, complexity, and slope. I would suggest that you consider secondary and minor roof forms to reduce the apparent massing of the building and be reasonably consistent with the architectural style of the neighbourhood. Added roof forms should be compatible with the slope, massing, and complexity of the primary roof. Secondary roof lines should mimic the primary roof line. (I have attached some general example images)”





Figure 4 - 3 Pictures (above) Provided as Examples of Compatible Building Forms

Regrettably, Staff do not believe the proposed changes to the four-story building relate well to this specific neighbourhood. As noted, in the December 2021 report to PAC the Staff advice was that “the developer and their architects can present a building that will strengthen the local character of this neighbourhood. Staff observe the one of the major architectural features found in this local neighbourhood context is that of large gabled roofs with pediments¹. (See figure 5)



Figure 5 - Rothesay Town Hall and 52 Hampton Road

EXISTING SINGLE FAMILY HOMES

Staff have previously discussed why the proposal to integrate the two existing single-family homes located on the property is not a good example of how infill high density residential can be constructed next to single-family homes. Furthermore, the proposal conflicts with the zoning by-law which states that the permitted uses in the R4 zone are apartment building, condominium building, townhouses, and garden homes. Single-family dwellings are not a permitted use and Staff do not recommend that PAC support this element of the application.

¹ A Pediment is triangular gable forming the end of the roof slope over the entrance of a building or a similar form used decoratively over a window or block of windows.

RECOMMENDATION:

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

- A. PAC Hereby TABLES the application to rezone land off Highland Avenue and Hillcrest Drive from the R1a zone to the R4 Multi-Unit Residential Zone pending a revision of the proposed development to reduce the density of the project, revision of the architectural style of the project to reinforce the general character of the area and to remove the existing low-density dwellings in accordance with the zoning By-law.



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

Date: Friday, February 04, 2022

Attachment A Revised Submission from Applicant

ATTACHMENT A

To: Rothesay Planning Advisory Committee
Applicants: Luke Moffett and Sean Hall
Date: December 29, 2021
Property Owners: Entities owned by Luke Moffett and Sean Hall

PLANNING ADVISORY COMMITTEE PROJECT INTRODUCTION

We hope everyone enjoyed the holidays. As a follow-up to our initial meeting, we worked through the holidays with our Architects to make revisions and compromises to our submission which was initially made In July 2021 and was put on the agenda and presented at the December meeting.

Our architects worked extras hours to revise the architecture of the roof line based on feedback from town staff and drew inspiration from a building in Halifax recommended by town staff. This included designing a partial mansard style roof with secondary and minor roof lines. The redesign also includes dormers and peaks to help break up and reduce the apparent mass of the roof and the building.

We also compromised on our density request. Although it could be calculated to have a maximum of a 39-unit new apartment building, our initial request was for 41 units based on our interpretation of the plan. Our revised request is for a 40-unit new multi-family building. This allows us to maintain our investment in engineering and demonstrates our commitment to compromise and work with the municipality on this exciting project.

Our density calculation is as follows:

We are requesting to utilize 7 Affordable/Age Friendly Bonussing Units from Policies R-1 and R-2 (using 14% rather than 20%)
My understanding was the tabled motion was 34 units and for the developer to assess the application.

$34 \times (1.14) = 39$ Units. (39 Minus 2 existing single-family homes is 37 Units) and we request 3 Net Zero units utilizing policy R12

With that background, Bespoke Suites Inc. is pleased to submit our revisions for your consideration and support for Rezoning and Approval for a Multi Family development that aims to support the Town of Rothesay's affordable, age friendly and sustainability initiatives as well as increasing the housing options for all residents of Rothesay.



Highland Suites
by Bespoke Suites Inc.

January 5th, 2022



Revised Proposed New Multi-Family Development

With Affordable, Age Friendly, Family Friendly, and Net Zero Sustainable Units

PAC PRESENTATION

Project

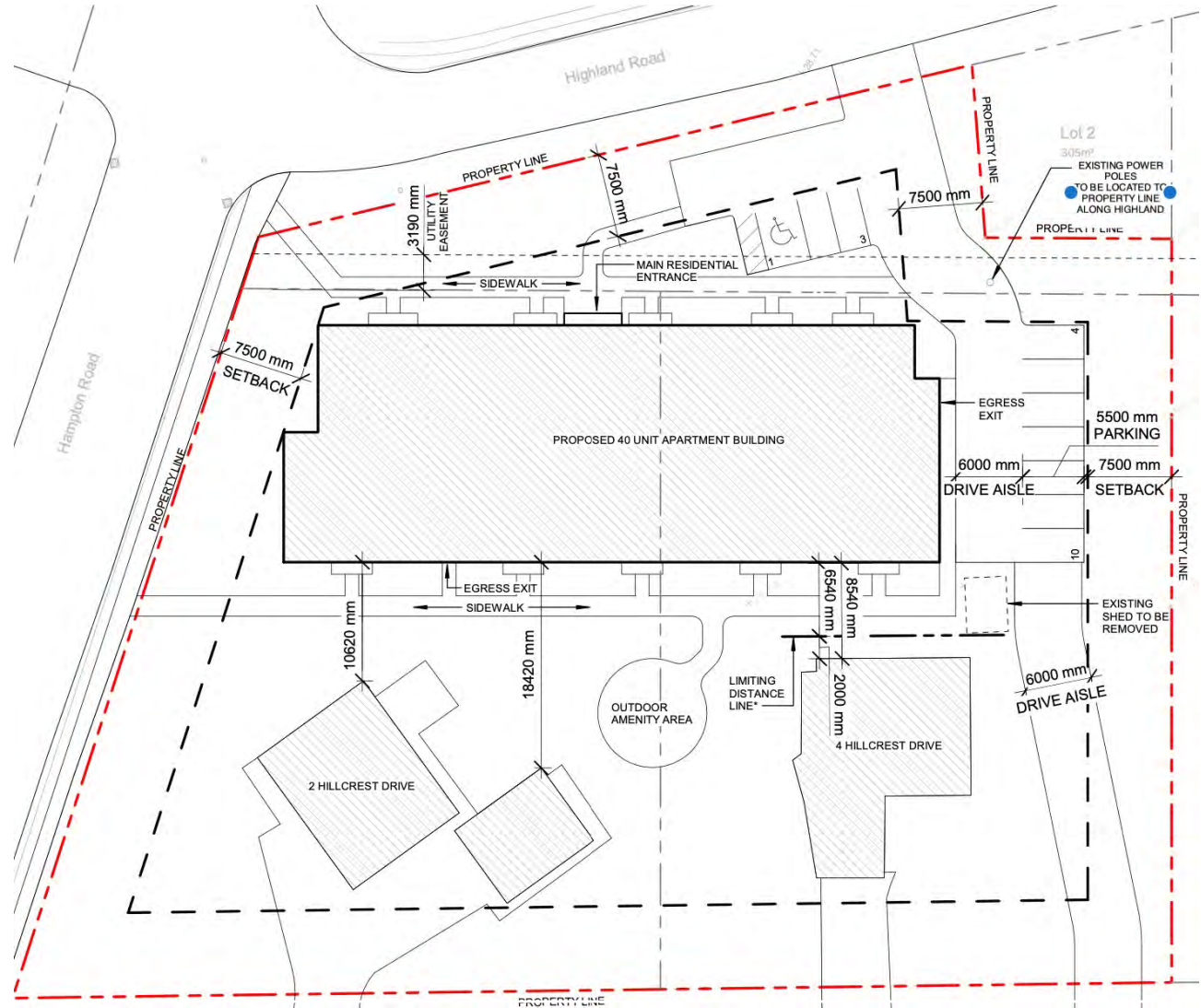


Location	Corner of Hampton Road and Highland Avenue
Land	6,738 square meters ± (1.67 acres ±)
Planned Units	40 new residential units while maintaining two existing residential single-family houses, 1 Fitness Unit, 1 to two Social Room Unit
Other Unit Attributes	A Combination of 7 Affordable and Age Friendly Units, 3 Net Zero Units (We believe a first for Rothesay)
Storeys	4 storeys above an underground parking garage
Construction Period:	14-17 Months
Architect	ZZAP Architecture and Planning For Conceptual Phase
Project Status	Conceptual Design Completed – Submission for review to Municipality for Planning Advisory Submission Package submitted on July 29th, 2021 (Geotechnical, survey, elevations, rendering, traffic impact study, shadow study, conceptual suite layouts).

Project Team



- The site is in the **transitional area** from institutional / green space to residential.
- Designed based on R4 setbacks and requires **no variances**.
- Site is surrounded by three streets that all have sidewalks for enhanced walkability
- **Within 60 meters of public transportation.**
- Across the street from the Hive located at Rothesay town hall, Rothesay High School and Central Park Condos.
- Surface level parking access from Highland Avenue with **Underground parking access from Hillcrest.**



Policy HDR-2
High-density Residential Uses:

Allow within the High-density Residential designation, a mix of housing of types where the dominant form is an apartment or condominium dwelling. Other compatible uses may be permitted in the High-density designation without amendment to the Municipal Plan, including but not limited to parks, municipal facilities, public utilities, clustered residential housing, and attached dwellings.



CONCLUSIONS AND RECOMMENDATIONS OF ENGLOBE

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

The proposed development, which would be located near the corner of Hampton Road and Highland Avenue, is a 4-storey apartment complex consisting of new 40 dwelling units. The proposed development plan shows 51 parking spaces, including 9 regular and 1 barrier-free surface level parking spaces and 40 regular and 1 barrier-free underground parking spaces. The development would include two accesses – one off Hillcrest Drive and one off of Highland Avenue.

The LOS results for the 2021 existing scenario show that the intersections of Hampton Road / Hillcrest Drive and Hampton Road / Highland Avenue currently operate efficiently overall, however the eastbound approach at the Hampton Road / Highland Avenue intersection experiences some delay.

It is expected that the proposed development will generate 14 vehicle trips during the AM Peak hour (4 entering/10 exiting) and 18 vehicle trips during the PM Peak hour (11 entering/7 exiting) and a total of 218 trips daily.

The LOS results for the 2028 horizon period with the development in place indicate that delays at the eastbound approach of the Hampton Road / Highland Avenue intersection will increase slightly (3 - 4 seconds per vehicle); however, **the approach will remain below capacity and the intersection will continue to perform efficiently overall. Traffic signals are not warranted at the intersection in the 2028 horizon period. The intersection of Hampton Road / Hillcrest Drive and both development accesses are expected to operate efficiently with minimal delay during both peak periods.**

Based on a review of the existing pedestrian facilities near the development property, the proposed sidewalk connections between the apartment building and the Hampton Road sidewalk should provide sufficient connectivity.

Commercial vehicles will be able to access the development via either of the proposed accesses. Delivery, moving and other service vehicles will be able to access the development from Highland Avenue at the buildings main entrance and garbage trucks will access the development from Hillcrest Drive through the underground parking facility.

No concerns identified with Traffic Impact Study



ALIGNMENT WITH MUNICIPAL PLAN	Our plan aligns with the future land use designated in the recently adopted Municipal Plan and its Vision, Objectives, and Goals for housing diversity.
PROJECT SUPPORTS SUSTAINABILITY, AGE FRIENDLY, FAMILY FRIENDLY, AND AFFORDABILITY	The proposed development is supporting the Municipality's and CMHC initiative of adding affordable units to the community. The project is proposing a combination of seven affordable and age friendly density bonusing units through the Town of Rothesay's new Municipal Plan, Rezoning and Development Agreement process.
THE RIGHT LOCATION	The location is a in highly sought area with great walk ability and tenant offerings for seniors, young families, and all residents looking for a condominium style apartment. We are also proud of the location as it is near the location of 24 previously demolished affordable units.
NO VARIANCES	We do not believe the project requires any variances as the instructions to the engineering team was to design a project that respects the neighbors properties as best as possible, to reflect the community existing development while also respecting it is 2021, and to support the objectives established in the Municipal Plan.
TENANT VALUE PROPOSITION RELATIVE TO CURRENT MARKET OFFERINGS	The Tenant value proposition commences with the walkability of the location, the amenity offerings, and construction method of the building itself. While one or two buildings may offer a similar offering from a walkability perspective, no other rental building in the area offers the combination of the three that this proposed project will.
FLEXIBLE DESIGN	The unit design has incorporated the widest range of potential tenants. With a mix of one, two and three bedroom units, the development will be attractive to retiree, empty nesters, young families, those looking for a home office or the convenience of maintenance free living.
WATER TEST	The concerns of Staff on the water levels of Hampton Road were tested and there is ample water.
TRAFFIC	The traffic study did not raise any concerns.
Architecture	Town Staff provided building in Halifax for Architects to use as a source of inspiration for Mansard roof and secondary roof lines and features.



DENSITY

Policy R-1 Affordable Housing:

Consider an increase in the maximum allowable density by 2 percent for every dwelling unit meeting affordable housing standards as defined by the Canadian Housing and Mortgage Corporation (CHMC) or an equivalent recognized standard, not exceeding 20 percent as determined in the Zoning By-law for the following zones:

- a) Attached Unit Residential (R3);
- b) Clustered Residential (R4); and
- c) Multi-Unit Residential (R5)

Where the total number of units calculated results in a fraction, the number shall be rounded to the nearest whole number.

Policy R-2 Age-Friendly Housing:

Consider an increase in the maximum allowable density by 2 percent for every dwelling unit designed and constructed in conformance with Universal Design Best Practices, as defined by the Universal Design Network of Canada or an equivalent recognized standard, not exceeding 20 percent as determined in the Zoning By-law for the following zones:

- a) Attached Unit Residential (R3);
- b) Clustered Residential (R4); and
- c) Multi-Unit Residential (R5);

Where the total number of units calculated results in a fraction, the number shall be rounded to the nearest whole number.

IM7

Clarifies that you can not get more than 20% bonussing through the use of these two policies.

Policy IM-7 Density Bonus Conflicts

Restrict the density bonussing provisions of this Plan (Policy R-1 Affordable Housing and R-2 Age-Friendly Housing) to not more than one policy per proposal or project and in no circumstance shall the density bonus exceed 20% of the maximum allowable density permitted by the Zoning By-law. Furthermore, the proposal shall meet all other provisions of the Zoning By-law, notwithstanding that the Development officer, Planning Advisory Committee (PAC), or Council may at their discretion grant an applicable variance.

**Policy R-12
Sustainable
Design:**

Consider density bonusing provisions when processing a multi-unit residential development rezoning application where the proposal would comply with the Natural Resources Canada's Green Building Certification program or an equivalent standard.

The Plan provides for the ability for Council to consider additional density bonusing for sustainability initiatives

We are requesting three density bonusing units under R-12. Our electrical engineers would perform calculations on the energy usage and would work with our solar partner to determine the required sizing to determine net zero.

Bespoke Suites believes that integrated housing is a collaborative win. Through its collaboration with the team, the Town of Rothesay, and CMHC the development would be a positive development for the community.

What is Net Zero ? A Net Zero Home produces as much energy as it consumes and is up to 80% more energy efficient than home built to conventional standards.

How? Our plan is to work with an Engineering Firm and The Smart Energy Company™ of Quispamsis to design and install solar panels on the roof to provide enough power for three units in the building.

Why? Good for the environment
Based on the policy it makes the incentive work.



**THE SECOND
REASON**

Size of Property is: 6738 Square Meters

Divided this by 200 and you get: 33.69. This rounded to the nearest whole number is 34.

**DENSITY
CALCULATION**

Our proposal is to have a mix of 7 Affordable Units and/or Age Friendly units. Two of the Affordable Units would be the single-family homes which would be established at 10% below market rates (this aligns with CMHC standards and would be established by an Appraiser and then could escalate by CPI annually). These homes have been inspected by the provincial affordable housing program and were confirmed adequate for affordable housing (see correspondence provided from GNB).

**OUR REVISED
PROPOSAL IS TO
REDUCE THE
NUMBER OF
AFFORDABLE
AND AGE
FRIENDLY UNITS**

The new build units would utilize the same definition as the 48 Unit on Chapel Road that was previously approved by Council for the affordable units. The developer would utilize CMHC's guidelines for Maintaining Seniors' Independence Through Home Adaptations as its guide in making Age Friendly units available. See the link - <https://www.cmhc-schl.gc.ca/en/professionals/industry-innovation-and-leadership/industry-expertise/senior-housing/maintaining-seniors-independence-through-home-adaptations-a>

Utilizing the maximum density bonusing policy of IM7 under the Affordable and Age Friendly policies of 20% provides:

$34 \times 1.2 = 41$ Units – minus 2 existing signal family homes is 39 Units.

We are requesting to utilize 7 Affordable/Age Friendly Bonussing Units from Policies R-1 and R-2 $34 \times 1.14 = 39$ Units. (39 Minus 2 existing house is 37 Units) and request 3 Net Zero units utilizing policy R12.

ARCHITECTURE



We engaged our Architecture consultants to redesign the roof line architecture of the building. This may reduce unit sizes on the top floor. The roof was redesigned as a Mansard Style Roof with secondary and minor roof lines. The redesign also includes dormers and peaks to help break up and reduce the apparent mass of the roof and the building. These were key elements or suggestions from town staff to our architect. Our architects also took inspiration from a building in Halifax that was recommended by Town Staff in evaluating rooflines.

12 Springvale Ave

Halifax, Nova Scotia



Google



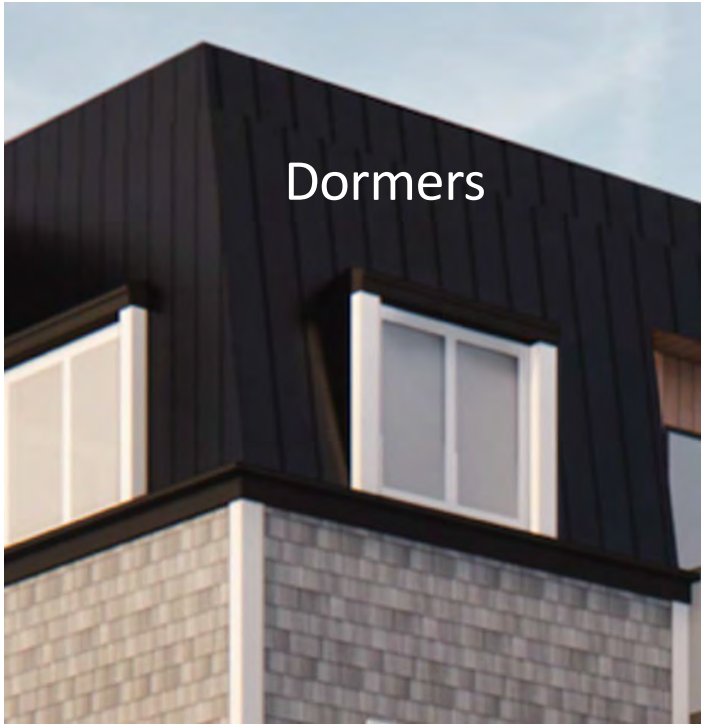
Street View - Jul 2019

2022April25Highland/HillcrestPublicHearingFINAL_075



Halifax – Multi Family
Recommended by Town Staff to
examine Roof Lines

2022April25Highland/HillcrestPublicHearingFINAL_076
The Architects Utilized the Building Suggested by Town Staff to Get Inspiration From



November 9, 2021

Hi Luke,

Here is a response to your question regarding the advantages/differences between a flat roof vs. a peaked roof solar energy system.

Cost

- **Materials cost:** Solar panels installed on a flat roof will incur additional materials cost when compared with peaked roof solar energy system. These materials include racking to properly angle the panels, and a ballast system to anchor the solar energy system to the roof platform.
- **Installation cost:** This is typically greater for peaked roof solar energy systems due to the logistics associated with navigating the slope of the roof. There is also added complexity with peaked roof installations as you are retrofitting a new physical structure onto an existing roof and penetrating the surface to accomplish this.
- Overall, the costs for flat roof solar energy systems can be competitive with peaked roof solar energy systems as the greater materials costs required for flat roof mounting may be offset by its lesser installation costs and lower complexity. -

The original budget that was proposed in July was \$20,000-\$40,000 per Net Zero Unit, however this was budgetary and is subject to change based on the final building specifications and electrical design.

Efficiency

- A flat roof solar energy system can usually orient the solar modules due south for optimal placement to maximize energy generation from the sun. With a peaked roof solar energy system, you are subject to the azimuth of the existing slope and have limited ability to re-orient solar modules to improve solar energy efficiency.

Maintenance

- Flat roof solar energy systems may incur less future maintenance challenges as there is typically room to maneuver around the physical structure, whereas accessing areas beneath a peaked roof solar energy system usually would require more significant intervention.
- Both drainage and snow shedding need to be considered and incorporated in the structural design for either type of roof mounted solar energy system.

We would highly support your initiative to achieve a Net Zero Energy rating for your designated building units and would work with you to ensure the solar energy system is designed to generate sufficient energy to achieve this objective.

Best Regards,

Joe Allison

Business Development Manager
The Smart Energy Company™

M: 506.651.2868 P: 506-849.3081
A: Quispamisis, New Brunswick
W: thesmartenergycompany.ca
E: joeallison@thesmartenergycompany.ca



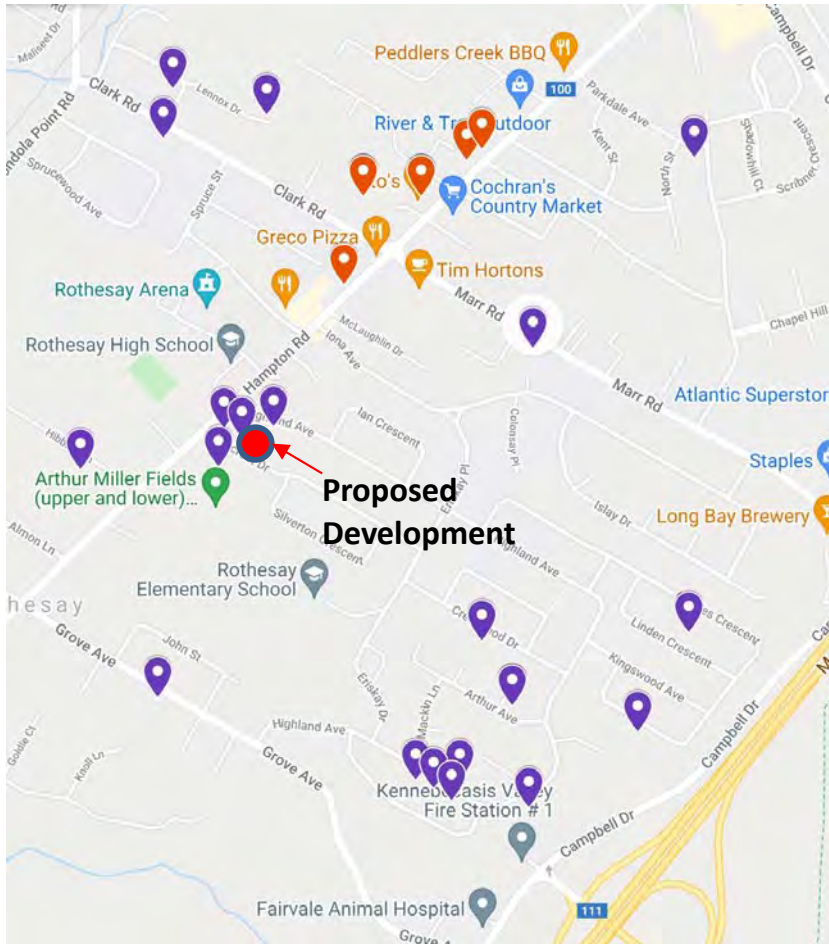
KEY POINTS:

A Flat roof improves the sustainability initiative of utilizing solar power.

DEVELOPER OBSERVATION

For a town that supports recycling and having brown paper bags in support of the environment – having a flat roof to help reduce carbon emissions was viewed as a positive in our planning process.

As part of our public engagement and market assessment, we shared an overview of the rendering, elevations, traffic impact study, site plan, objectives and general overview which was received positively.



We have performed community engagement and received over 35 signatures from residents and small businesses that include:

- *Seniors*
- *Young families*
- *Low to medium income families*
- *Tenants*
- *Tenants of older apartment buildings*
- *Real estate professionals that include*
 - *Architects,*
 - *Appraiser,*
 - *Agents, and*
 - *Developers*
- *Empty Nester Professionals*
- *Neighbors*
- *Surrounding community*
- *Small businesses*

We will have more support when we have a public hearing, however our goal was to get a cross section of residents and small businesses that support the site plan, architecture, and overall development, our goal when we collected these signatures was to demonstrate that the subjective points were supported as we were not asking for any variances in our development.

Dear: Director of Town Planning & Development Officer, Planning Advisory Council, and Town Council

I advocate support for the rezoning application for a 40 unit high density residential development as proposed at the corner of Hampton Road and Highland Avenue. The site provides unique potential for the town of Rothesay to strategically advance its affordable housing goals, add condo style apartments and add new residential units that align with the towns new 2020 Municipal Plan bylaw. With many facing increasing financial pressures due to low inventory, increasing home prices, and recovery from the pandemic, this project makes a lot of sense. The diversity of housing options in this attractive location is a well sought out development.

I support the architecture style as what would be expected in new development for this location. City staff recommendations that include incorporating affordable housing and sustainable units demonstrates the Municipality's commitment to its Plan are to be applauded, as is the developer's ability to consolidate the parcels and analyze the highest and best land use/zoning with the goal of increasing the development potential of the property while incorporating the objectives of the new Plan.

This project would provide important increased density near our schools, recreational facilities, and small businesses. Our young professionals, families, retirees, empty nesters, new community members all need housing options that align with their life stage. Providing higher-density with a mix of one-, two- and three-bedroom multi-family housing inventory will ensure that the individuals who help create the fabric of our community will have a place to live nearby.



Signature

Print Name

Address

~~Bill Hebert~~
~~S Hebert~~
~~Olivia Gargandis~~
 Sheri Clarke (Mark W)
 Julie Mercer
 Brady Corbett
 Megan Urganart

Bill Hebert
 Savannah Hebert
 Olivia Gargandis
 Sheri Clarke
 Julie Mercer (manager)
 Brady Corbett
 Megan Urganart

20 Partridge Rd, Rothesay
 30 Marr Rd, Rothesay
 20 Eadie Dr, Rothesay
 111 Hampton Rd. Rothesay.
 40 salmon creek rd
 16 Clark Road
 23 Lennox Dr. Rothesay.





To: Chair and Members of Rothesay Planning Advisory Committee
From: Brian L. White, MCIP, RPP
Director of Planning and Development Services
Date: Tuesday, November 30, 2021
Subject: Rezoning - 41 Unit Apartment Building – (Highland Avenue & Hillcrest Drive)

Applicant/owner:	Sean Hall	Applicant/owner:	Luke Moffett
Mailing Address:	41 Brigadoon Terrace Saint John, NB E2K 5P5	Mailing Address:	James Avery Grace Corp. 76 Highland Avenue Rothesay NB E2E 5N3
Property Location:	Highland Avenue & Hillcrest Drive	PID:	00444885, 00444877, 30346308, 30187629
Plan Designation:	High Density	Zone:	Single Family R1A
Application For:	41 Unit Apartment Building + 2 Single Family Dwellings		
Input from Other Sources:			

ORIGIN:

An application from Luke Moffett and Sean Hall to rezone 6751.79m² (1.67 acres) of land (see Map 1) 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).



Figure 1 - Architectural Rendering of Proposed 41 Unit Apartment Building

BACKGROUND:

The subject parcels of land are designated for High Density residential uses (see Map 2) and the land has been assembled¹ by the developers for the purpose of developing a multi-unit apartment building. The property location is collectively parcels on Hillcrest and Highland with access to Hampton Road. The area can be classified as a transitional area in that the property backs onto single-family residential homes, is adjacent to the “Central Park” condominium development on Hillcrest and is across from the Veterans Memorial Park. 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 (Hillcrest & Highland on 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 churches, 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.

¹ 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.

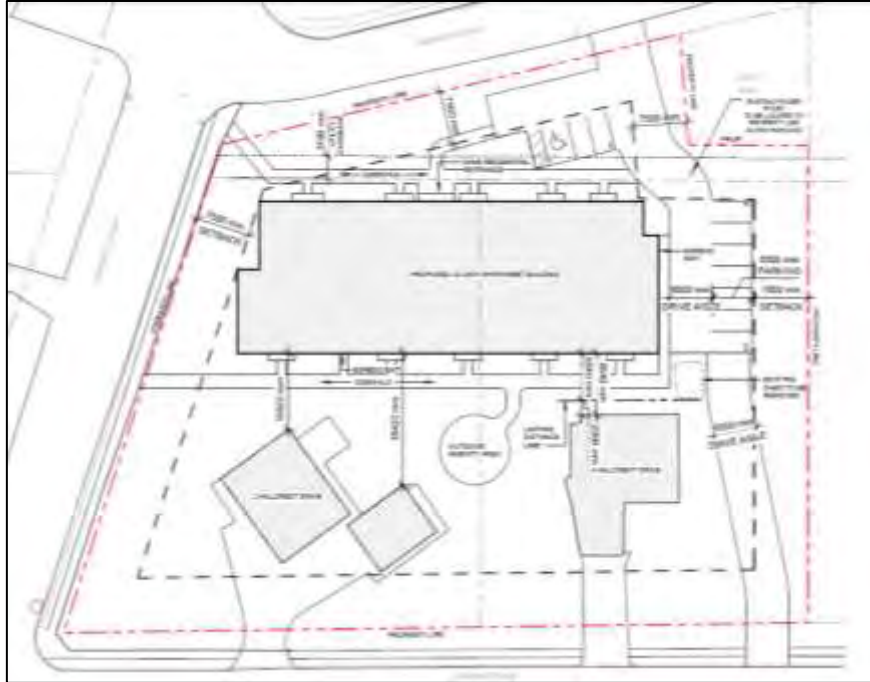


Figure 3 - Proposed Site Plan (41 unit apartment building and 2 single-family dwellings)

Best practices in town planning suggest that when considering residential infill of higher density that it is important to provide a transition in scale to adjacent smaller houses. Sites with higher-density zoning are often located along major streets where new development is intended to be concentrated. Good design would also transition the density to medium density at the rear, which would then abut lower-density zoning and houses. It is a fundamental design principle that in such residential infill situations, larger building volumes should be concentrated along the major street, with smaller buildings toward the rear.

The applicant's proposal is not a good example of how infill high density residential can be positioned next to single-family homes. Furthermore, the proposal conflicts with Municipal Plan Policy HDR-2 which describes the types of housing envisioned within High-Density areas. Policy HDR-2 allows within the High-density Residential designation, a mix of housing of types where the dominant form is an apartment or condominium dwelling. Other compatible uses may be permitted in the High-density designation without amendment to the Municipal Plan, including but not limited to parks, municipal facilities, public utilities, clustered residential housing, and attached dwellings. The policy does not contemplate low-density single-family dwellings as a compatible land use. Conversely, the "Central Park" condominium development (52-54 Hampton Road) is a good example of the correct interpretation and implementation of policy HDR-2, in that the high-density buildings are located next to Hampton Road and the medium density garden home duplexes transition to the single-family homes on Hillcrest.



Figure 4 - Example of Density Transition (Hampton Road and Hillcrest)

DENSITY

The property with 1.67 acres of land has a potential maximum residential density of 33 units calculated at one unit for every 200m². The proposal for 43 units (41 unit apartment building and retention of two existing single-family dwellings) is 30% higher than the maximum allowable density. The Municipal Plan By-law 1-20 does permit consideration of density bonusing (affordable housing & age friendly accessible housing). However, to limit the densification and the scale and intensity of a development, Policy IM-7 restricts the density bonusing provisions and in “no circumstance shall the density bonus exceed 20% of the maximum allowable density” permitted by the Zoning By-law.

Therefore, whereas the Plan policy restricts the maximum density bonusing to 20% the total number of units permitted should not exceed 39 (33 units + 20%). In order to consider the proposal for 43 units Council would need to amend the Municipal Plan. Policy IM-8 states that Council can consider amendments to the Municipal Plan when it can be demonstrated that the Plan’s effectiveness and policies should be examined based on one or more of the following:

- a) changing community demographics, climactic or environmental conditions, technological advances, or unforeseen community economic circumstances;
- b) additional technical information or scientific studies which identify the need for change; and
- c) changes to Provincial or Federal regulations, laws or policies.

Staff have no information that would indicate that an Amendment to the Municipal Plan is warranted. The existing Municipal Plan is not yet 1 year old and the demographics, climactic or environmental conditions, technological advances, or unforeseen community economic circumstances have not changed in Rothesay since the plan was enacted. Furthermore, there is no additional technical information or scientific studies, which identify the need for, change; nor are there any changes to Provincial or Federal regulations, laws or policies, which would warrant such a change.

Notwithstanding an amendment to the Municipal Plan, the project has a proposed density of 43 units, which is a major increase in density when compared to the adjacent condominium development project at 52-54 Hampton Road. In comparison, the density of the proposed project of 43 units on 1.67 acres has a density of 25.75 units per acre whereas the existing condominium development at 52-54 Hampton Road has a density of 58 units on 3.85 acres or 15.06 units per acre. The increase from 15.06 units per acre to 25.75 units represents a 71% increase in neighbouring density and Staff are concerned that such a major increase could have a negative impact on neighborhood character.

ARCHITECTURE

Architectural style is a very important factor when considering proposals that would change the existing land use, neighbourhood scale, density, and character. Staff support the value of encouraging residential infill development along Hampton Road in those designated high-density residential areas; however, the proposed development when viewed in contrast to its neighbours appears to be uncharacteristic of the area. The homes and larger buildings in this area reflect a more traditional building style and Staff believe that it is important that new buildings have an architectural style that is deferential to the neighbourhood. For example, in order to protect the established character of the area Council did, in the consideration of the 52-54 Hampton Road condominium project, require specific architectural requirements (peaked roof, cedar shingles, etc.).

Staff are concerned that the proposed development is not contextually appropriate. In fact, the building design closely reflects a design proposed by the same developer in a commercial designated area of Rothesay off Chapel Road. Earlier this year, on September 13, 2021, Council approved a 48-unit apartment building for the same developers on Chapel Road. The proposed Chapel Road building, albeit larger and with a few minor variations, has nearly the identical architectural character and building form. That building in a commercial area of Rothesay is appropriate; however, the developer's proposed building design in this location is not appropriate.



Figure 5 - The proposed 41 unit building (left) with the approved Chapel Road 48 unit building (right).

Staff promote and celebrate architectural innovation, and encourage context sensitive design that will advance the architectural excellence for infill development in Rothesay. Staff believe that well designed infill projects can augment, rather than detract from Rothesay's mature neighbourhoods. Regrettably, Staff do not believe the proposed four-story flat roof "modern aesthetic" building relates well to this specific neighbourhood. Staff's hope is that the developer and their architects can present a building that will strengthen the local character of this neighbourhood. Staff observe the one of the major architectural features found in this local neighbourhood context is that of large gabled roofs with pediments². (See figure 6)

² A Pediment is triangular gable forming the end of the roof slope over the entrance of a building or a similar form used decoratively over a window or block of windows.



Figure 6 - Rothsay Town Hall and 52 Hampton Road

SUMMARY

Staff are supportive of the rezoning of the property for a higher density residential use. However, Staff do not believe the project as presented is a good fit for this location. Staff's view of the proposed development is that it does not comply with Municipal Plan Policy HDR-2, which does not permit single-family dwellings on the property. The proposed development would also conflict with Policy IM-7, which restricts the density bonusing to 20% and not the 30% as proposed. Furthermore, the project's overall density at 43 units represents a 71% increase over the neighbouring density at 52-54 Hampton Road which combined with the modern style flat roof architecture would create a negative impact on the existing adjacent residential properties and represents an overdevelopment of the site.

Staff also note that where Council refuses a rezoning application, no further application may be considered by Council for one year. For that reason, Staff are not recommending refusal but a rather tabling motion that would permit the developer to improve their proposal.

RECOMMENDATION:

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

- A. PAC Hereby TABLES the application to rezone land off Highland Avenue and Hillcrest Drive from the R1a zone to the R4 Multi-Unit Residential Zone pending a revision of the proposed development to reduce the density of the project, revision of the architectural style of the project to reinforce the general character of the area and to remove the existing low-density dwellings in accordance with the Municipal Plan designation of the property for high-density uses.

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: Tuesday, November 30, 2021

Map 1

2022April25HighlandPitcesPoolPearingFINAL_087

Property Location



6751.79m²

2

1

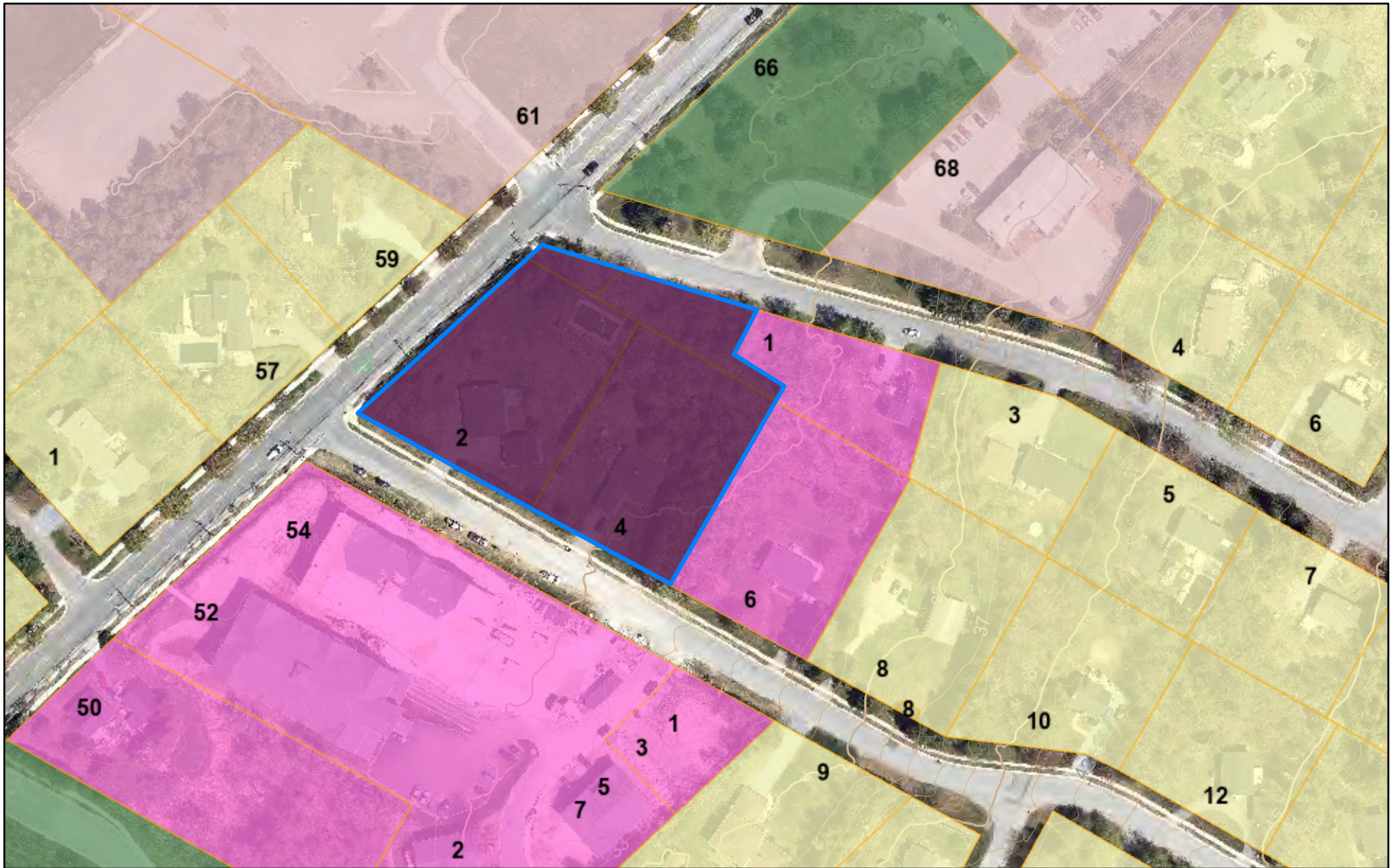
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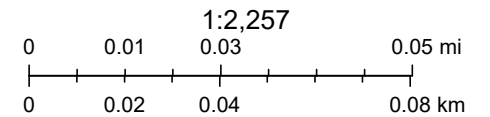
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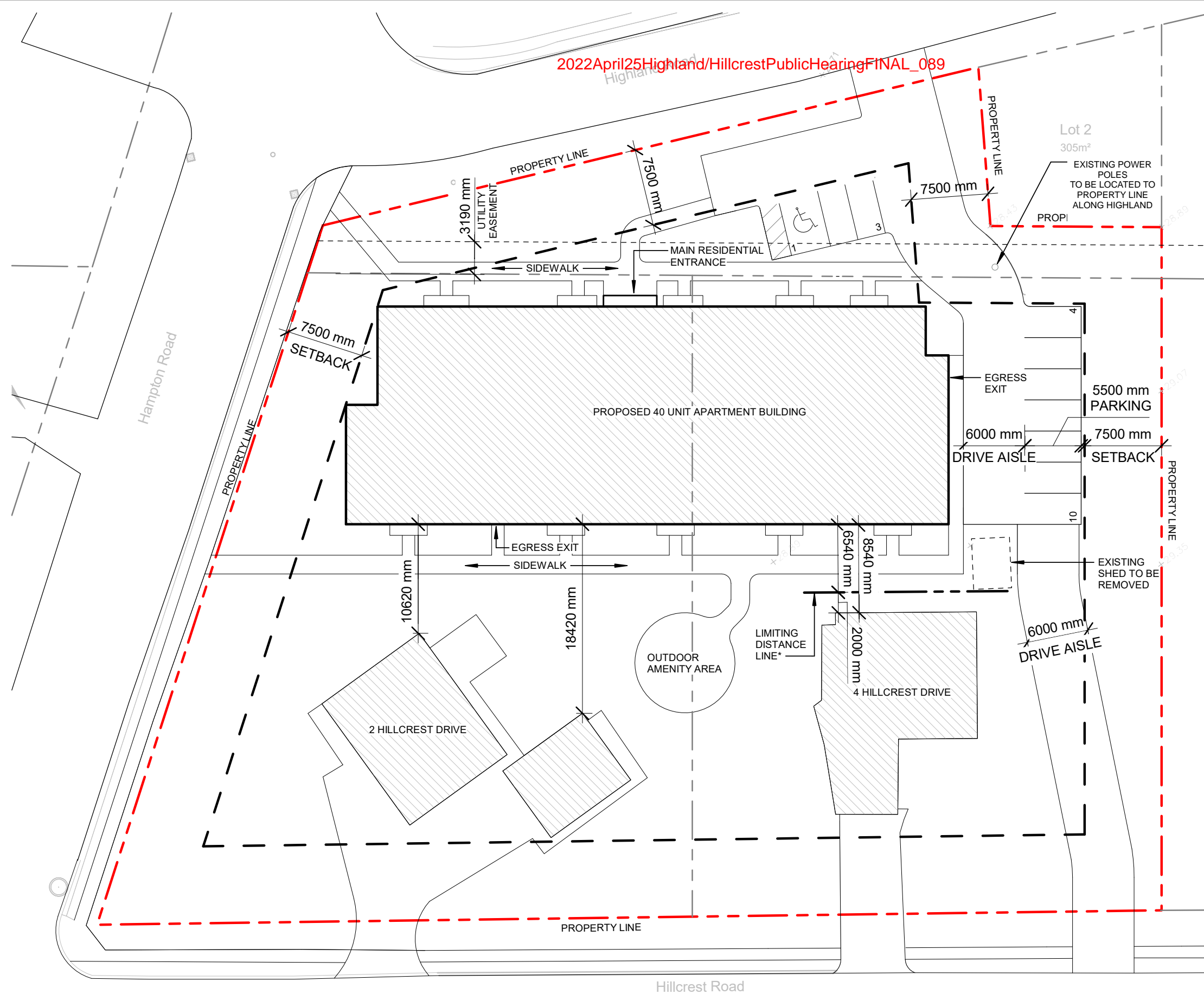
Map 2 - Future Land Designation Subject Properties

2022April25Highland/HillcrestPublicHearingFINAL_088



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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.



C:/Users/Arnis/Zwickler/Zarecki/Architecture & Planning/Projects - 2021/Projects/21-079 Moffett Highland and Hillcrest/5_ARCH/2_21-079_SD/4_Renderings/Final/21-079_Rendering Layout



CLIENT
LUKE MOFFETT

PROJECT
Bespoke Suites - 41 Unit Apartment Building
Rothesay, NB

DRAWING
RENDERING

PROJECT NO. 21-079
DRAWN BY: EM
ISSUED FOR DA
DATE: July 16, 2021
SCHEDULE C4

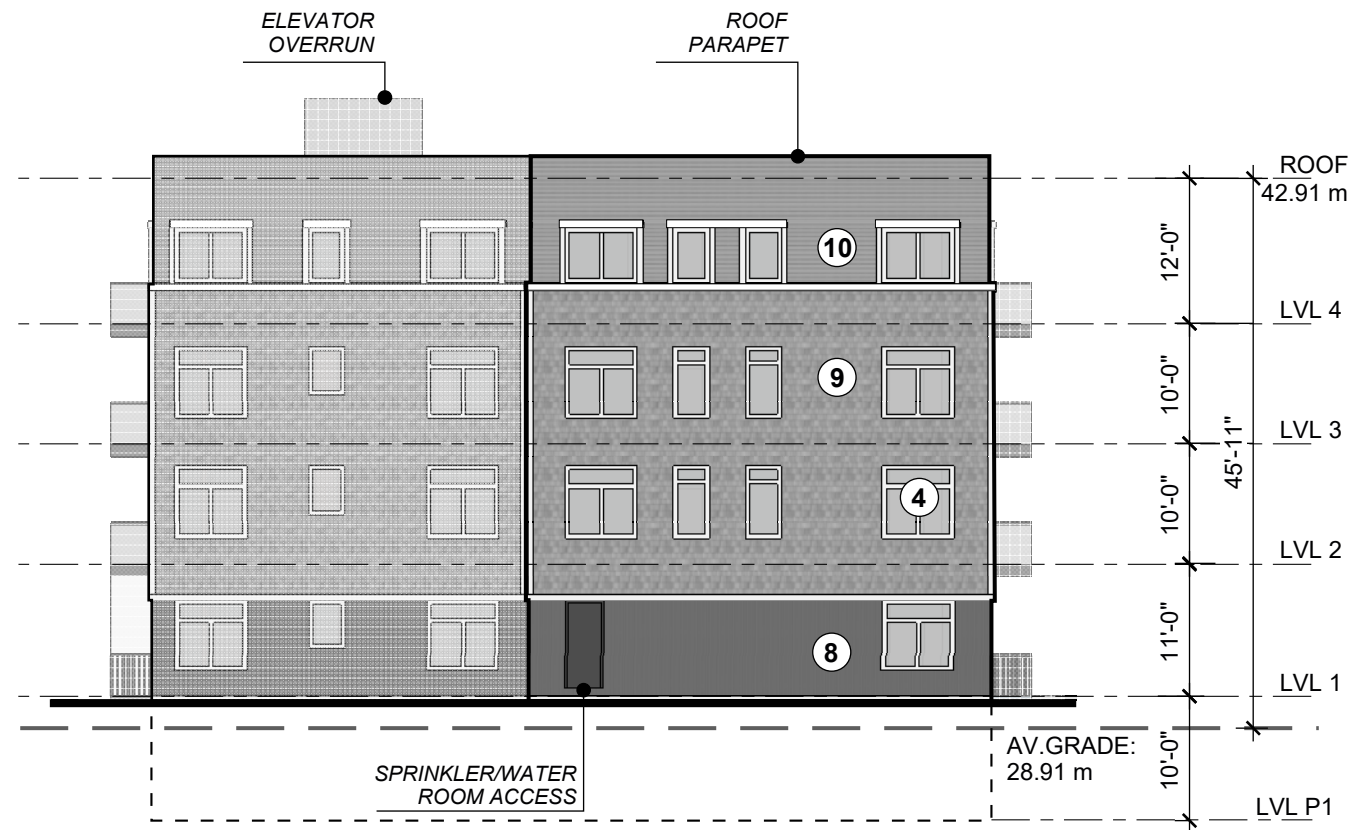
EXTERIOR MATERIALS LEGEND	
1	METAL GUARD
2	ALUMINUM FRAMED GLASS GUARD
3	PATIO DOOR
4	PVC WINDOW
5	ALUMINUM CURTAIN WALL SYSTEM
6	MASONRY VENEER
7	PREFINISHED CLADDING TYPE I
8	PREFINISHED CLADDING TYPE II
9	PREFINISHED CLADDING TYPE III
10	PREFINISHED CLADDING TYPE IV

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

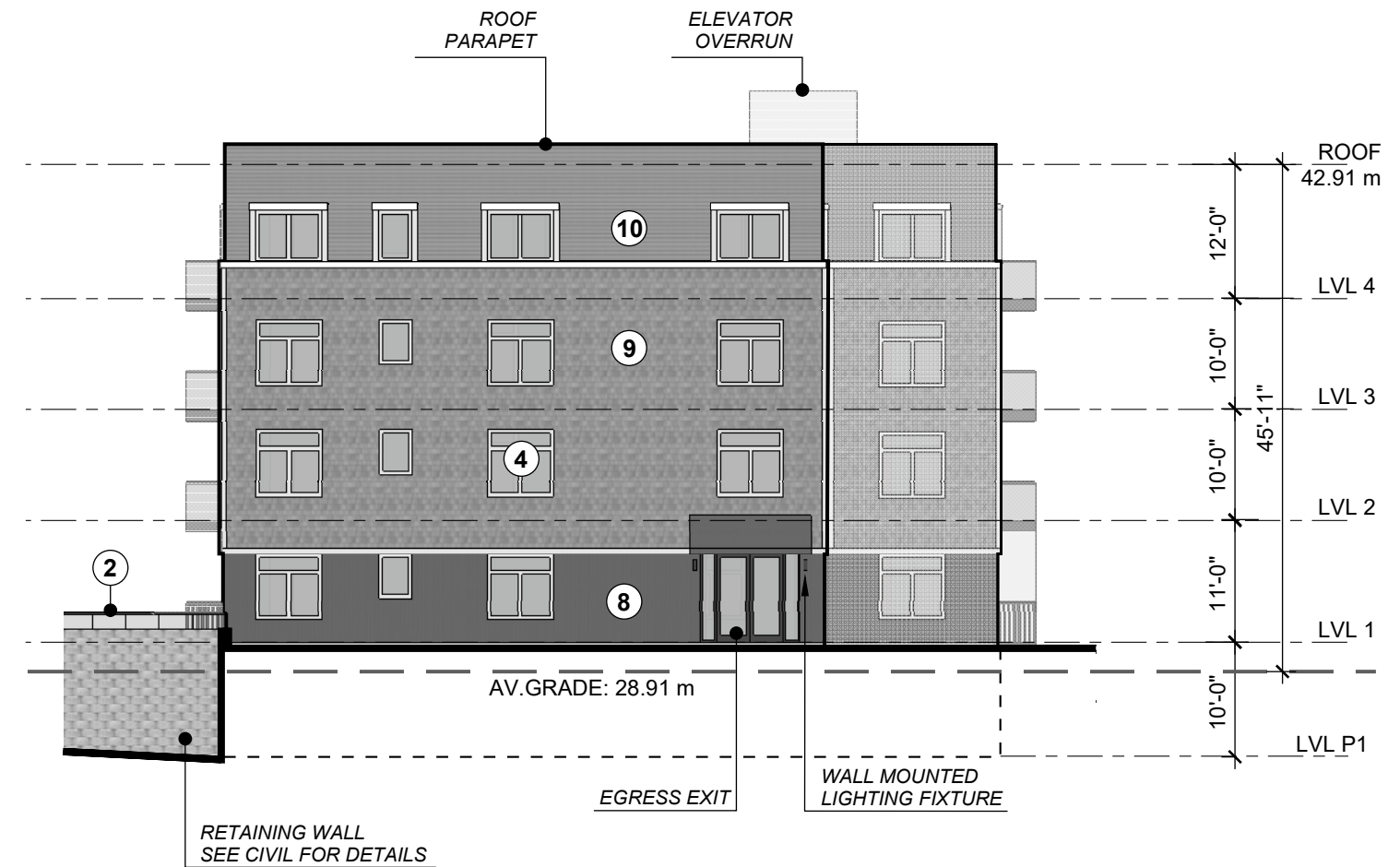


EXTERIOR MATERIALS LEGEND	
1	METAL GUARD
2	ALUMINUM FRAMED GLASS GUARD
3	PATIO DOOR
4	PVC WINDOW
5	ALUMINUM CURTAIN WALL SYSTEM
6	MASONRY VENEER
7	PREFINISHED CLADDING TYPE I
8	PREFINISHED CLADDING TYPE II
9	PREFINISHED CLADDING TYPE III
10	PREFINISHED CLADDING TYPE IV

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



WEST ELEVATION

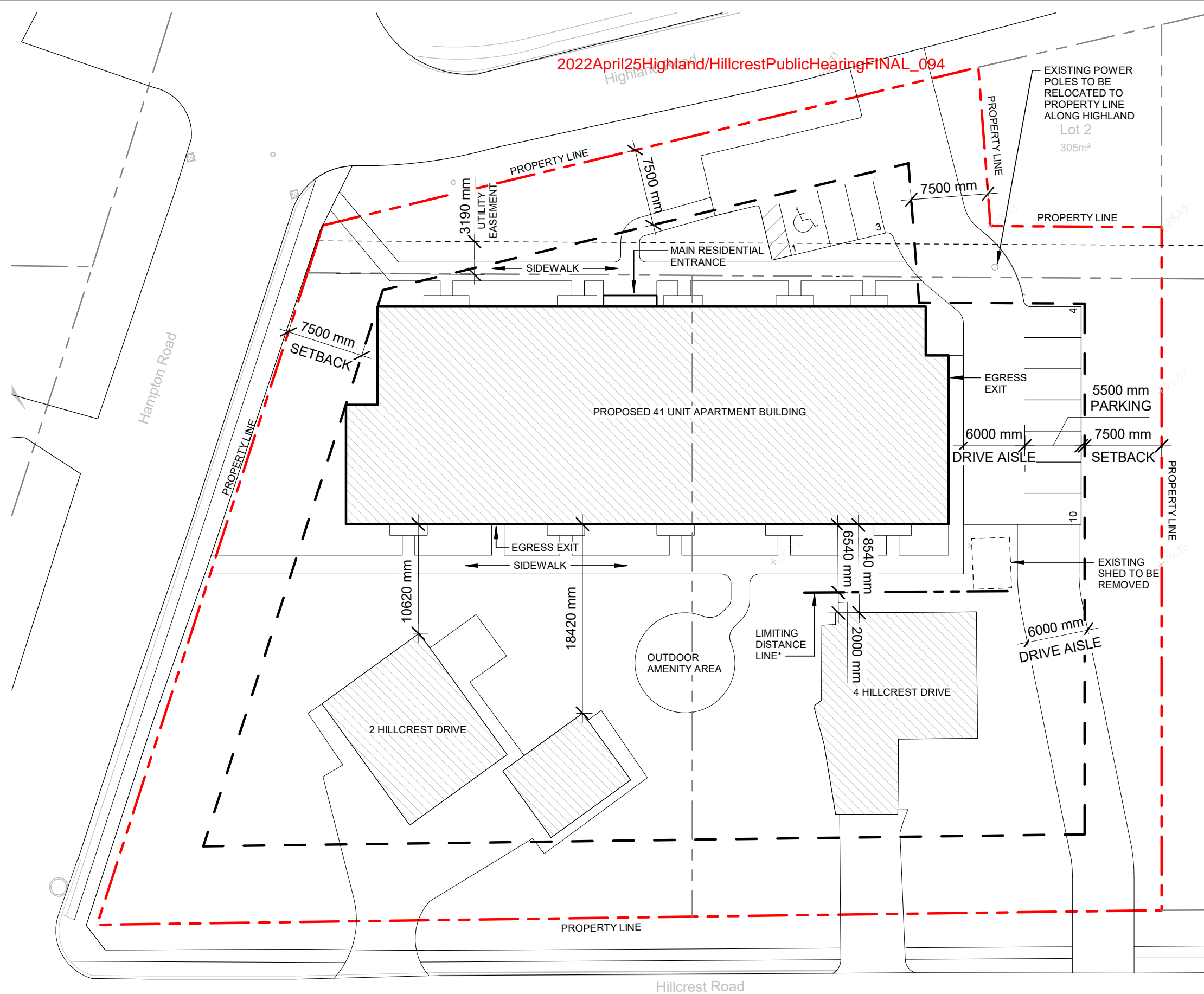


EAST ELEVATION

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	PREFINISHED CLADDING TYPE IV

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





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.



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CLIENT

LUKE MOFFETT

PROJECT

41 UNIT APARTMENT BUILDING
Rothesay, NB

DRAWING

SITE PLAN

PROJECT NO. 21-079

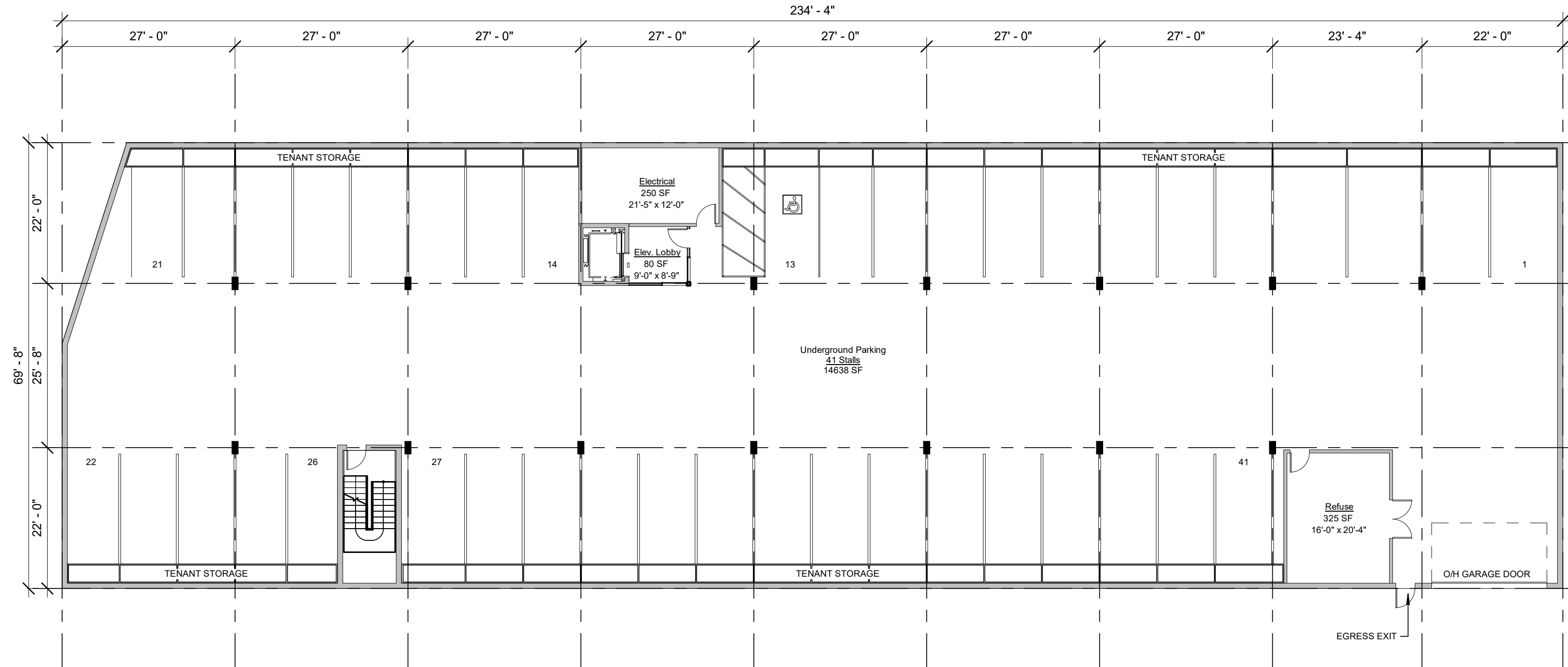
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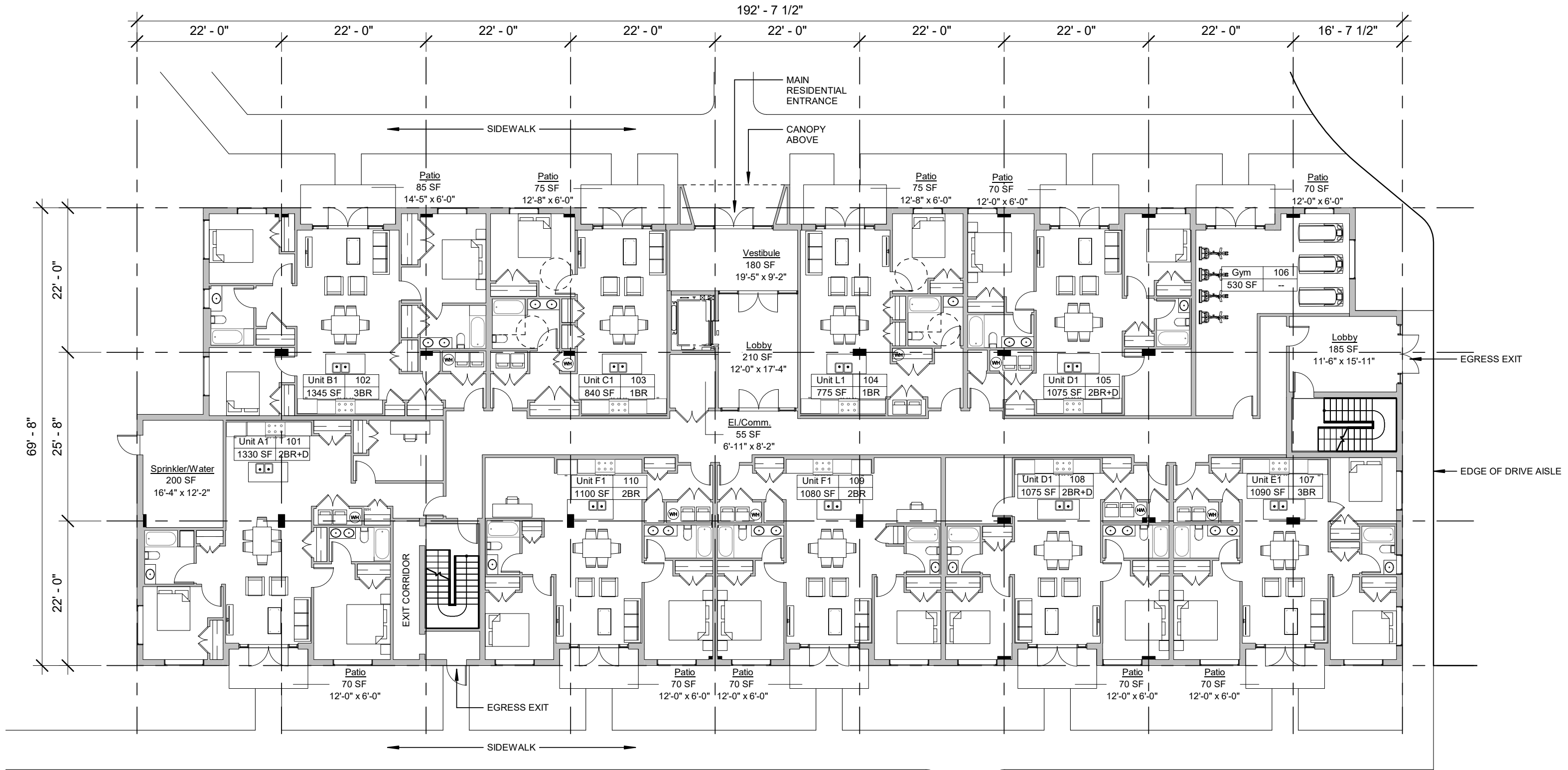
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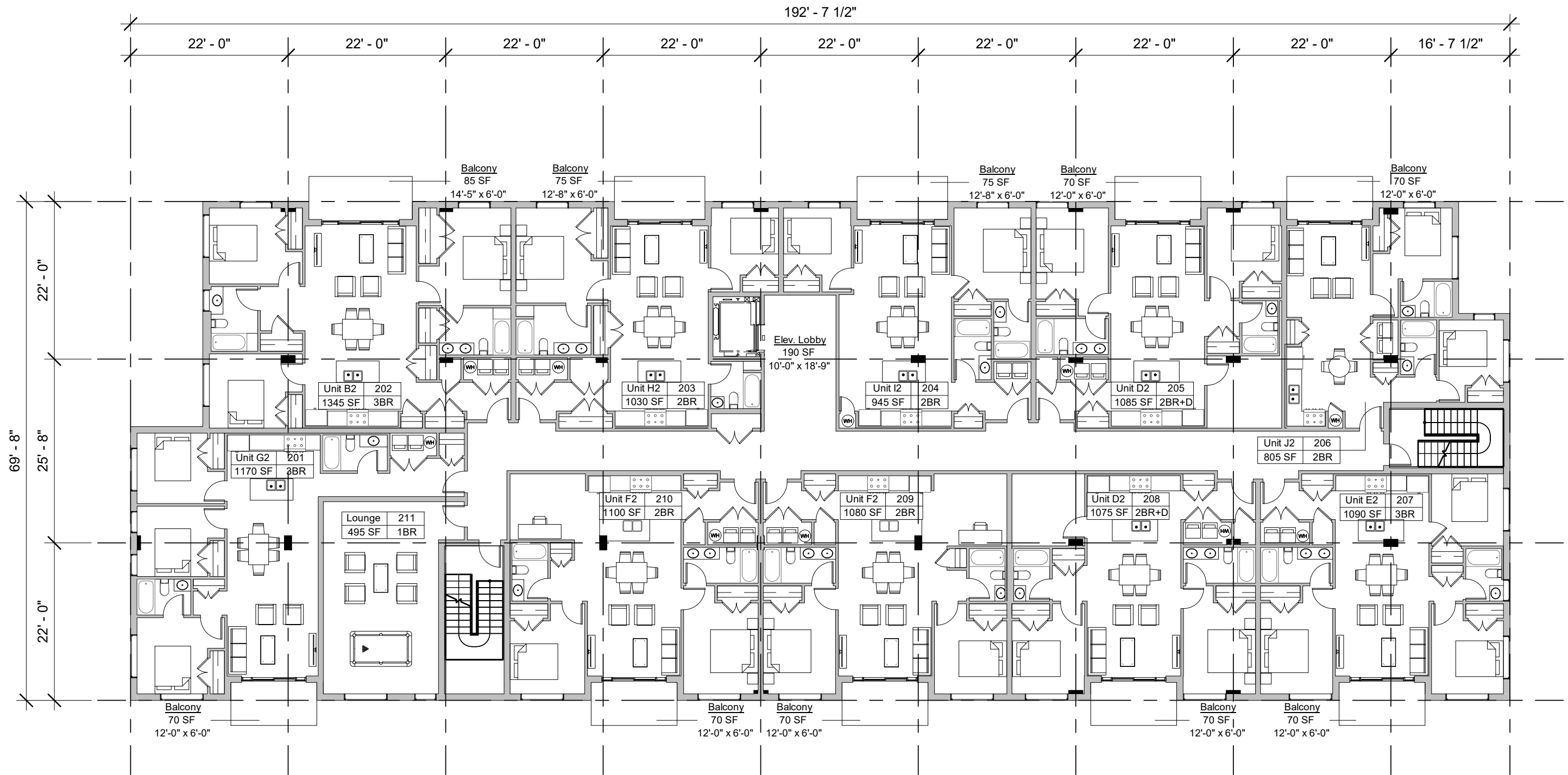
ISSUED FOR DA

DATE: November 2, 2021

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CLIENT

LUKE MOFFETT

PROJECT

41 UNIT APARTMENT BUILDING
 Rothesay, NB

DRAWING

PROPOSED LEVEL 02
 FLOOR PLAN

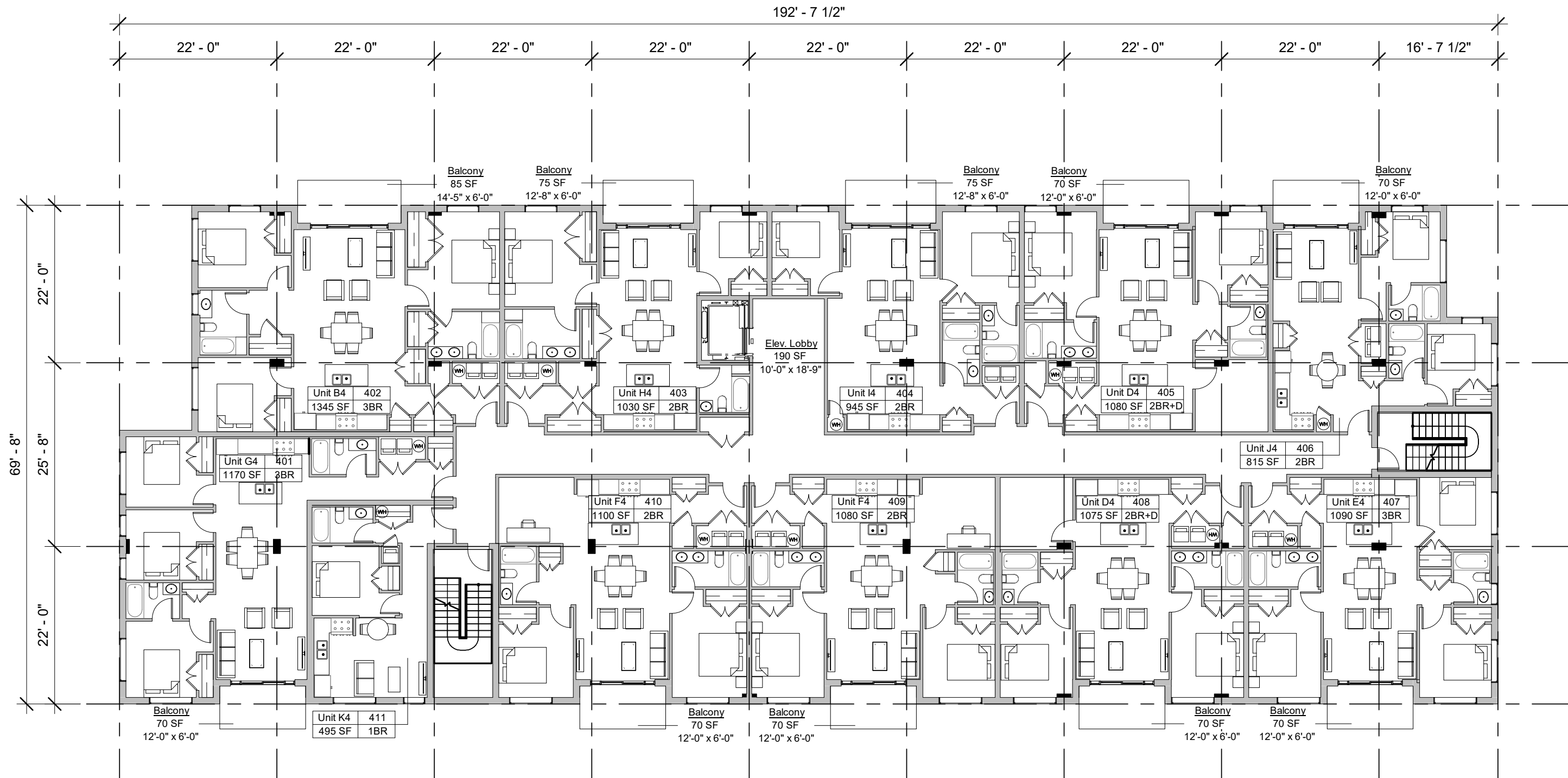
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DATE: November 2, 2021

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CLIENT

LUKE MOFFETT

PROJECT

41 UNIT APARTMENT BUILDING
Rothesay, NB

DRAWING

PROPOSED LEVEL
03/04 FLOOR PLAN

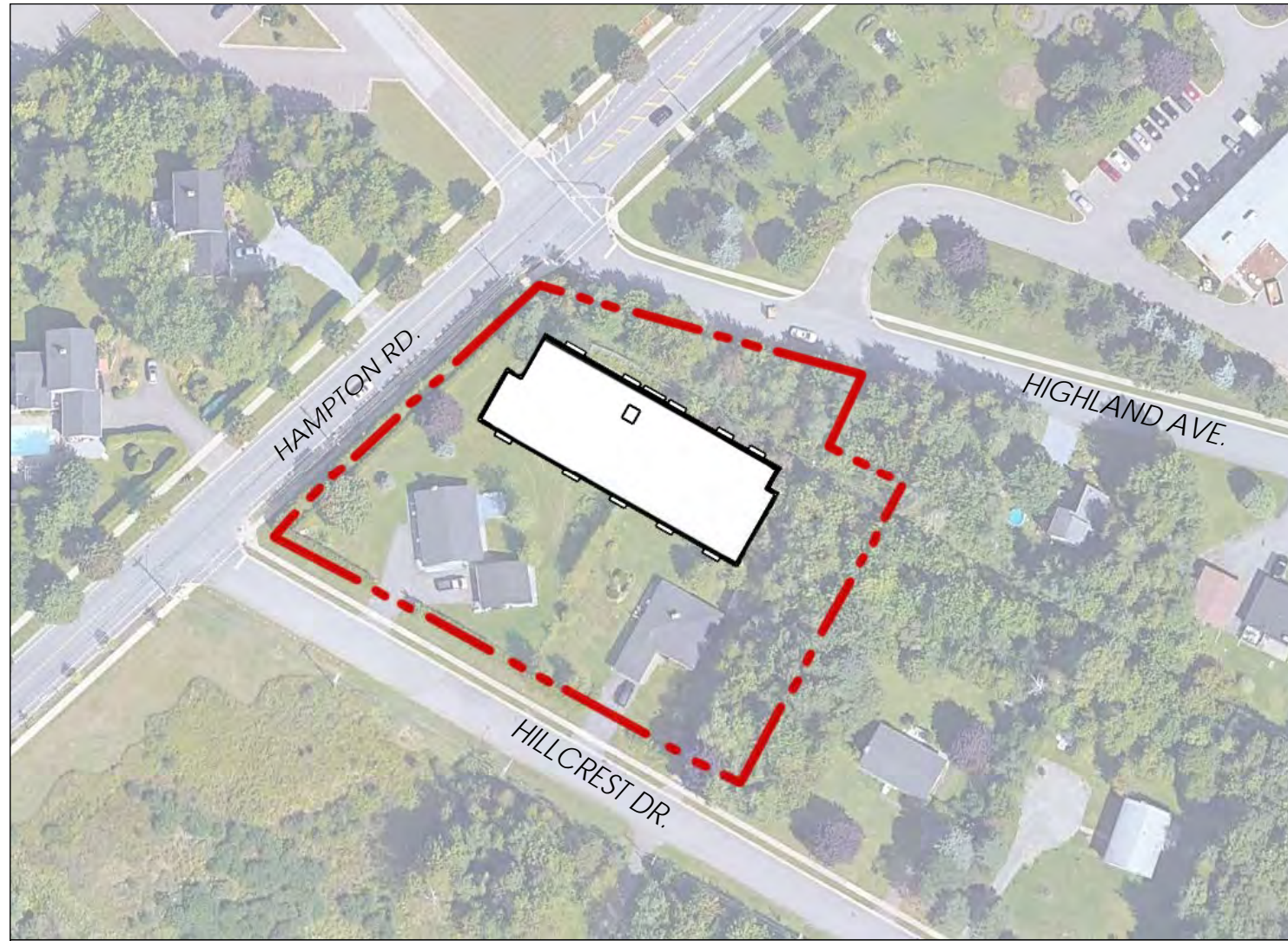
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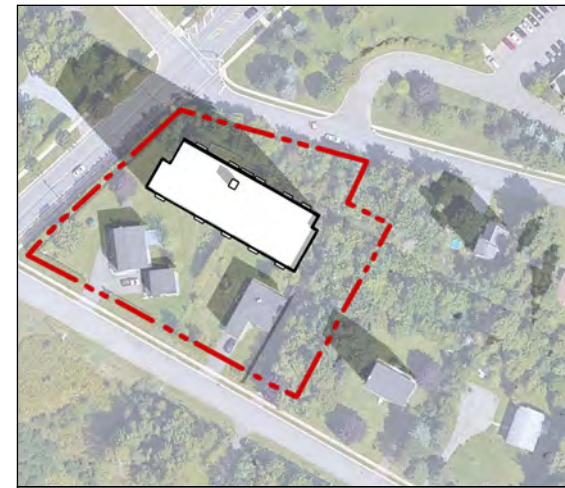
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SCHEDULE

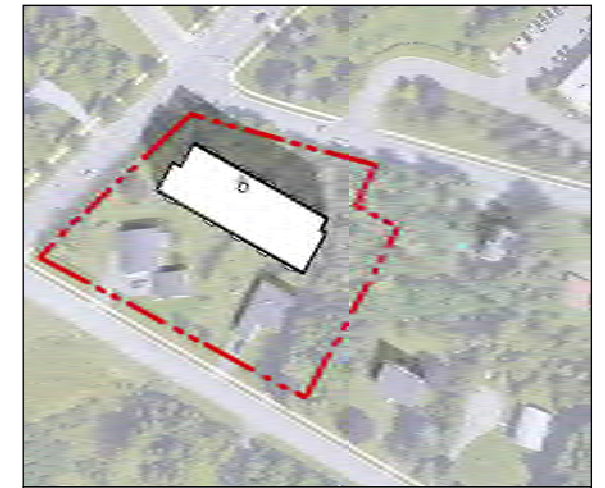
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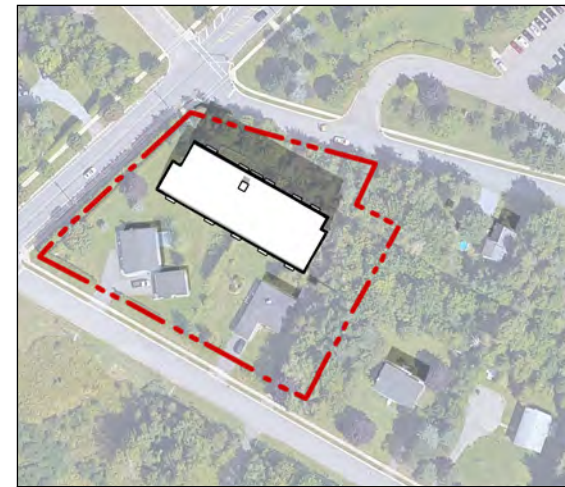
OVERVIEW OF PROPOSED DEVELOPMENT



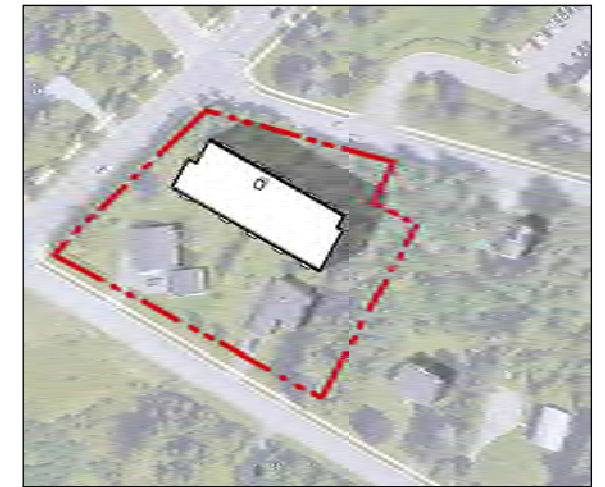
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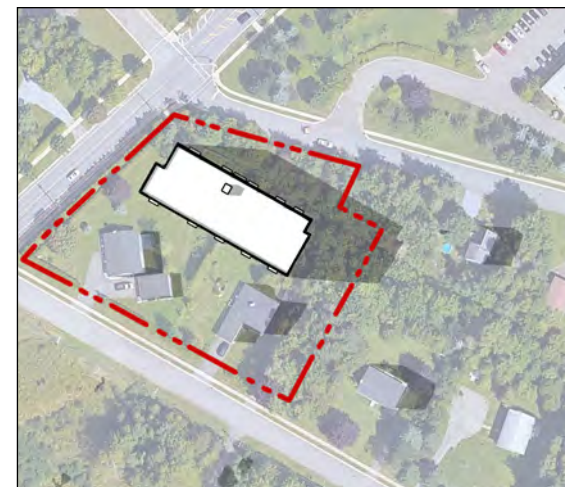
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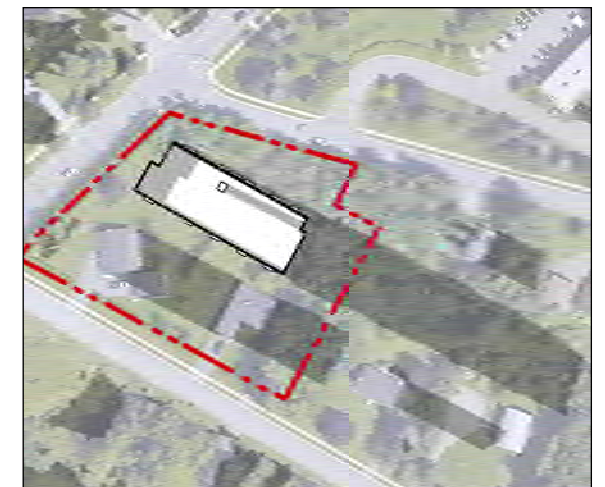
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FILE: C:\Users\Ross.Vuicker.Zareski\Projects - 2021\Projects\21-079 Moller Highland and Hillcrest\4_Plan\1_DWG\1_Site Plan\21-079-LANDSCAPING_PLAN-100.dwg SHEET: 1: Landscaping Plan

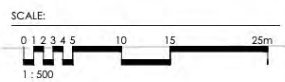


- LEGEND**
- Site Boundary
 - Adjacent Property Boundary
 - Proposed Tree
 - Proposed Shrub

- 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

**GEOTECHNICAL INVESTIGATION
4 HILLCREST DRIVE, ROTHESAY, NB**

Prepared for:

Mr. Luke Moffett
James Avery Grace Corporation
76 Highland Avenue
Rothesay, NB
E2E 5N6

January 29, 2021


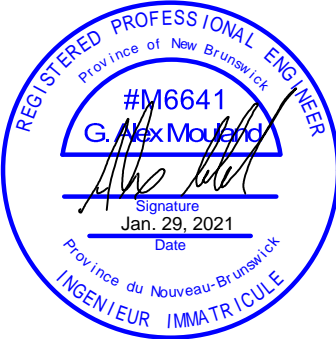
Project No: 14835

FUNDY Engineering

Serving Our Clients' Needs First

OFFICES IN SAINT JOHN AND CLYDE RIVER



JOB FILE:	14835		
PROJECT TITLE:	Geotechnical Investigation – Hillcrest Drive		
VERSION	ISSUANCE DATE	PREPARED BY	REVIEWED BY
1.0	January 29, 2021	Josh Cosman, <i>EIT.</i>	Alex Mouland, <i>P.Eng., PMP</i>
 <p>FUNDY Engineering</p> <p><i>Serving Our Clients' Needs First</i></p> <p><i>This report was prepared for the sole use of the Client. The material and observations presented reflects Fundy Engineering & Consulting Ltd.'s opinion and best judgment based on the information available. Fundy Engineering & Consulting Ltd. accepts no liability or responsibility whatsoever for or in respect of any use of or reliance upon the material, observations, and / or opinions by any third-party or for any damages suffered by any third-party resulting from the use of this report.</i></p>		<p>PROFESSIONAL SEAL:</p> 	



EXECUTIVE SUMMARY

Fundy Engineering & Consulting Ltd. was retained by the James Avery Grace Corporation (the Client) to undertake a geotechnical investigation at 4 Hillcrest Drive in Rothesay, New Brunswick for a proposed multi-unit residential structure.

A test pit program was completed on January 8th, 2021, under the direction of Andy MacVey, *P.Eng.*, of Fundy Engineering. A 5.5 Ton excavator provided by Friars Excavation was used to excavate six (6) test pits around the perimeter of the proposed multi-unit residential building.

In general the soil conditions can be described as a surface layer of Saturated Organic PEAT overlaying Loose Light Brown SAND overlaying Compact to Dense Reddish Brown SILT with Trace Sand overlaying Compact to Dense Light Brown Sand and Gravel TILL with Cobbles. At the time of excavation, groundwater was encountered in test pits #1 and #5 at depths of 2.4 m and 2.6 m respectively. In both instances, groundwater was observed above the Compact to Dense Light Brown Sand and Gravel TILL with Cobbles.

Footings may be founded on the Compact to Dense Light Brown Sand and Gravel TILL, which was encountered at depths ranging from 1.2m and 2.6m below the ground surface, or on Engineered Fill. Footings placed on the insitu soil and or engineered fill, as recommended, may be designed with an allowable bearing capacity of 150 kPa (3.0 kips/sq.ft).

It is recommended that all vegetation and organic materials as well as any softened soils in the building area be removed. Footing excavations may then be completed to the bottom of footing elevation.

Engineered Fills under the footings should meet the current NB Department of Transportation and Infrastructure (DTI) specifications for Pit Run Gravel or a 75mm minus crushed rock. Fill material should be placed from the Compact to Dense Light Brown Sand and Gravel TILL with Cobbles to the bottom of the footing elevation in 300 mm lifts and compacted to 100% of its Standard Proctor value (ASTM D698).

Excavations should be planned such that any Fills placed under the footings are constructed with a minimum slope of 1:1 from the edge of the pad to the insitu bearing soils. The 1:1 slope should be protected with compacted materials having a slope no steeper than 2:1.

The Executive Summary is subject to the same limitations as presented in Section 5.0 of this report.

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1.0 INTRODUCTION

Fundy Engineering & Consulting Ltd. was retained by the James Avery Grace Corporation (the Client) to undertake a geotechnical investigation at 4 Hillcrest Drive in Rothesay, New Brunswick.

1.1 SCOPE OF WORK

A geotechnical investigation is an intrusive site investigation, either by means of boreholes (drilling) or test pits (excavating), to assess the underlying soil/rock and groundwater conditions. Geotechnical recommendations are developed based on the site findings. In agreement with the Client, Fundy Engineering has completed the following scope of work:

- Clearance of all underground services prior to any site work;
- Complete test pits at locations and depths required to determine the soil, groundwater and bedrock properties within the development area;
- Reinstate the test pits with existing soil removed;
- Collect test pit location and elevation data;
- Prepare a geotechnical report containing the findings, site plan of test pit locations, laboratory results / interpretations and geotechnical recommendations for earthworks and foundation design.

2.0 BACKGROUND

The proposed site for development is located at 4 Hillcrest Drive in Rothesay, New Brunswick (PID # 00444877). The following section describes the site conditions.



Figure 1 Test Pit Location Plan

2.1 SITE DESCRIPTION AND LOCATION

The subject area of this investigation was vegetated with mature growth of various species of trees. Some of the vegetation was cut to allow access for the excavator. The property is relatively flat and is bounded by; PID# 00441873 to the north, Hillcrest Drive to the south, PID#00445031 to the east and PID# 00444885 to the west.

3.0 SITE WORK COMPLETED AND FINDINGS

3.1 TEST PIT INVESTIGATION

A test pit program was completed on January 8th, 2021, under the direction of Andy MacVey, *P.Eng*, of Fundy Engineering. A 5.5 Ton excavator provided by Friars Excavation was used to excavate six (6) test pits around the perimeter of the proposed multi-unit residential building. Test pit depths were taken to identify the soil conditions within the site. Location and elevation data was collected by Fundy Engineering.

3.2 SOILS ENCOUNTERED

The soil conditions can be described as a surface layer of Saturated Organic PEAT overlaying Loose Light Brown SAND overlaying Compact to Dense Reddish Brown SILT with Trace Sand overlaying Compact to Dense Light Brown Sand and Gravel TILL with Cobbles.

3.3 BEDROCK ENCOUNTERED

Bedrock was not observed in any of the test pits.

3.4 GROUNDWATER ENCOUNTERED

At the time of excavation, groundwater was encountered in test pits #1 and #5 at depths of 2.4 m and 2.6 m respectively. In both instances, groundwater was observed above the Compact to Dense Light Brown Sand and Gravel TILL with Cobbles. Water was also observed beneath the heavily saturated Organic PEAT.

4.0 RECOMMENDATIONS

4.1 ASSUMPTIONS

The following assumptions have been made with regard to the Client's preferred foundation:

- The foundation will be a strip footing; and,
- The building will have underground parking.

4.2 FOUNDATIONS

Footings may be founded on the Compact to Dense Light Brown Sand and Gravel TILL or Engineered Fill. Footings placed on the insitu soil and or engineered fill, as recommended, may be designed with an allowable bearing capacity of 150 kPa (3.0 kips/sq.ft). Total and differential settlements under the proposed loading will be less than 25mm (1") and 19mm (3/4") respectively.

Based on the above assumptions and the observations made during the field investigation it is recommended that all vegetation and organic materials as well as any softened soils in the building area be removed. Footing excavations may then be

completed to the bottom of footing elevation. At the time of this report the finish floor elevation (FFE) and footing elevation were not available. It is anticipated that the foundation footings will be founded at an elevation within the Compact to Dense Light Brown Sand and Gravel TILL with Cobbles. Once the site is excavated to bottom of footing elevation, the bearing surface should be inspected by a geotechnical engineer.

Engineered Fills under the footings should meet the current NB Department of Transportation and Infrastructure (DTI) specifications for Pit Run Gravel (Table 1). Fill material should be placed from the Compact to Dense Light Brown Sand and Gravel TILL with Cobbles to the bottom of the footing elevation in 300 mm lifts and compacted to 100% of its Standard Proctor value (ASTM D698).

The Sand and Gravel TILL will soften significantly in the presence of any moisture which will be compounded by construction traffic. If these conditions exist, it is recommended that the area be over excavated 300mm and covered with 300mm of 75mm minus crushed rock (Table 3). The excavation should be dewatered either by gravity or pumping. Following the placement and leveling of any crushed rock, compaction of the surface is to be completed with an appropriately sized vibratory compactor and compacted to 100% of its Standard Proctor value (ASTM D698).

Excavations should be planned such that any Fills placed under the footings are constructed with a minimum slope of 1:1 from the edge of the pad to the insitu bearing soils. The 1:1 slope should be protected with compacted materials having a slope no steeper than 2:1.

4.3 CONCRETE SLABS

Concrete floor slabs may be cast over Engineered Fill prepared as described above or over the insitu Compact to Dense Light Brown Sand and Gravel TILL. All concrete floor slabs should be placed over a minimum of 150 mm of compacted granular material meeting the DTI specification for 25 mm Crushed Rock (Table 3). A vapour barrier is recommended under all concrete slabs.

4.4 BACKFILLING

Once the footings and foundation walls have been installed and adequately cured, the excavation should be backfilled with Engineered Fill consisting of an approved material which is free from Organics and deleterious materials.

Fill material meeting the current NB Department of Transportation and Infrastructure (DTI) specifications for Pit Run Gravel (Table 1) would be acceptable for use as backfill material.

Exterior backfilling of the foundations should be carried out with free draining Pit Run (Table 1) and compacted to 95% of its Standard Proctor value (ASTM D698). Any particles larger than 100mm shall not be placed within 300mm of the foundation walls.

It is recommended that the placement of backfill be monitored by a geotechnical engineer to ensure that the specified degree of compaction is attained during the placement of the Engineered Fills.

Table 1 - NBDOT Table 201-4, "Grading Limits - Pit Run Gravel"

ASTM Sieve Size (mm)	% Passing
125	100
100	95-100
75	82-100
50	62-100
37.5	52-100
19	30-90
9.5	22-79
4.75	16-66
2.36	12-55
1.18	9-44
0.30	4-25
0.075	0-7

4.5 SEISMIC SITE CLASSIFICATION

Based on Table 4.1.8.4.A Site Classification for Seismic Site Response in the 2005 edition of the National Building Code of Canada (NBC) and a review of the soil and bedrock information, the Site Classification for the project area is "D".

4.6 NON-BUILDING AREAS

We recommend that any non-building areas (i.e. parking lots and roadways) be constructed as described in Table 2.

Either of the base materials illustrated in Table 3 (25mm or 31.5mm) are acceptable to use as base on this site for roadways and parking areas.

The granular sub-base and base layers should be compacted to 100% of their Standard Proctor Maximum Dry Densities (ASTM D698).

Prior to placement of any Engineered Fills and after the excavation of unsuitable materials, the insitu subgrade should be proof rolled under the supervision of a representative of a geotechnical engineering company.

Any soft or highly deformable areas should be repaired as per the direction of the geotechnical engineer.

Surface water should be directed away from any exposed subgrade materials prior to placement of parking lot granular sub-base and base materials.

Table 2 - Parking Lot and Roadway – Recommended Construction for paved areas

Material	Thickness		Comments
	Roadway	Parking	
Asphalt Seal	40 mm	40mm	12.5mm Nominal Aggregate Size Install as per NBDOT Standard Specifications (2011) Section 260 - "Asphalt Concrete".
Asphalt Base	60 mm	40mm	19mm Nominal Aggregate Size Install as per NBDOT Standard Specifications (2011) Section 260 - "Asphalt Concrete".
Granular Base (Class A Gravel, Table 3)	150 mm	150mm	Compacted to 100% Standard Proctor Density (ASTM D698)
Granular Sub-Base (Pit Run Gravel, (Table 1)	450 mm (minimum)	450 mm (minimum)	Compacted to 100% Standard Proctor Density (ASTM D698)

On site materials may not be reused in roadway or parking areas as base or sub-base. Sub-base and base materials should be placed in lifts not exceeding 300 mm (12 inches) or appropriate for the compaction equipment used to achieve compaction to 100% of its Standard Proctor Value.

Base material shall have a minimum of 40% of particles by mass with at least one fractured face, when tested to ASTM D5821.

Table 3 - NBDOT Table 201-2 "Grading Limits - Crushed Rock Base/Subbase

ASTM Sieve Size (mm)	Aggregate Base / Subbase		
	25mm % passing	31.5mm % passing	75mm %passing
90.0			100
75.0			95-100
63.0			85-100
50.0			73-95
37.5		100	58-87
31.5	100	95-100	
25.0	95-100	81-100	
19.0	71-100	66-90	35-69
12.5	56-82	50-77	
9.50	47-74	41-70	25-54
4.75	31-59	27-54	17-43
2.36	21-46	17-43	12-35
1.18	13-34	11-32	8-28
0.300	5-18	4-19	4-16
0.075	0-8	0-8	0-8

4.7 MATERIAL REUSE

Any overburden material excavated at the site has limited reuse application. These materials could only be used as non-structural Fill in landscaped areas.

5.0 LIMITATIONS

The sole purpose of this report and the associated services performed by Fundy Engineering & Consulting Ltd. was to provide professional services to the James Avery Grace Corporation regarding a geotechnical investigation at 4 Hillcrest Drive in Rothesay, NB.

The observations made and facts presented in this report are based on a site investigation carried out on January 8th, 2021. While every effort has been made to determine the geotechnical concerns pertaining to the subject site as defined herein, discovery or development of additional geotechnical concerns cannot be precluded. Further investigation may reveal additional information that may influence the recommendations included herein. Should such information be revealed, Fundy Engineering should be notified in a timely fashion so that any required amendments to our recommendations can be made.

This report has been prepared on behalf of and for the exclusive use of the Client. The report expresses the professional opinion of Fundy Engineering & Consulting Ltd. experts and is based on their technical / scientific knowledge. No professional responsibility is assumed for the use or interpretation of these findings by others.

6.0 CLOSING REMARKS

We trust you will find the contents of this report satisfactory for your purposes. This report was prepared by Josh Cosman, *EIT.*, and reviewed by Alex Mouland, *P.Eng., PMP.*

**Respectfully Submitted,
Fundy Engineering & Consulting Ltd.**



Josh Cosman, EIT.



Alex Mouland, P.Eng., PMP.

7.0 REFERENCES

ASTM International. 2012. ASTM D698. Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort.

ASTM International. 2012. ASTM D5821. Standard Test Method for Determining the Percentage of Fractured Particles in Coarse Aggregate

ASTM International. 2012. ASTM C136 Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates

APPENDIX I
Symbols and Terms

2022April25Highland/HillcrestPublicHearingFINAL_113
FUNDY ENGINEERING SYMBOLS AND TERMS
Borehole, Test Pit, and Monitoring Well Logs

SOIL DESCRIPTION

Behavioural properties (i.e. plasticity, permeability) take precedence over particle gradation in describing soils.

Terminology describing soil structure:

- Desiccated.....having visible signs of weathering by oxidization of clay minerals, shrinkage cracks, etc.
- Fissured.....having cracks, and hence a blocky structure
- Varved.....composed of regular alternating layers of silt and clay
- Stratified.....composed of alternating layers of different soil types, e.g. silt and sand or silt and clay
- Well Graded.....having wide range in grain sizes and substantial amounts of all intermediate particle sizes
- Uniformly Graded.....predominantly of one grain size

Terminology used for describing soil strata based upon the proportion of individual particle sizes present:

- Trace, or occasional.....less than 10%
- Some.....10-20%
- Adjective (e.g. silty or sandy).....20-35%
- And (e.g. silt or sand).....35-50%











The standard terminology to describe cohesionless soils includes the relative density, as determined by laboratory test or by the Standard Penetration Test 'N' - value: the number of blows of 140 pound (64kg) hammer falling 30 inches (50.8mm) O.D. split spoon sampler one foot (305mm) into the soil.

RELATIVE DENSITY	N' VALUE	RELATIVE DENSITY %
Very Loose	<4	<15
Loose	4-10	15-35
Compact	10-30	35-65
Dense	30-50	65-85
Very Dense	>50	>85

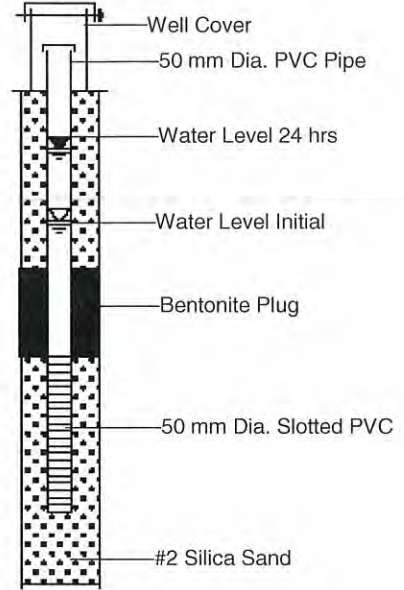
The standard terminology to describe cohesive soils includes the consistency, which is based on undrained shear strength as measured by insitu vane tests, penetrometer test, unconfined compression tests, or occasionally by standard penetration tests.

CONSISTENCY	UNDRAINED SHEAR STRENGTH		'N' VALUE
	kips/sq.ft.	kPa	
Very Soft	<0.25	<12.5	<2
Soft	0.25-0.5	12.5-25	2-4
Firm	0.5-1.0	25-50	4-8
Stiff	1.0-2.0	50-100	8-15
Very Stiff	2.0-4.0	100-200	15-30
Hard	>4.0	>200	>30







SOILS GRAPHIC LEGEND

	Clay		Asphalt
	Silt		Topsoil & Root Mat
	Sand		Till
	Gravel		Peat & Organic Silts
	Boulders & Cobbles		Fill




MONITORING WELL SCHEMATIC



BEDROCK GRAPHIC LEGEND

	Sandstone		Shale
	Limestone		Granite/Igneous
	Mudstone		Metamorphic

SAMPLER SYMBOLS

	Standard Penetration Test / Split Spoon
	Rock Core
	Auger / Grab

LABORATORY TESTS

MC Moisture Content	P Field Permeability	CD Consolidation Drained Triaxial
SG Specific Gravity	PF Permeability Falling Head	CU Consolidation Undrained Triaxial
HA Hydrometer Analysis	PC Permeability Constant Head	UU Unconsolidated Undrained Triaxial
SA Sieve Analysis	PR Proctor	DS Direct Shear

BEDROCK DESCRIPTION

The description of bedrock is based on the rock quality designation (RQD).

The classification is based on a modified core recovery percentage in which all pieces of sound core over 100mm long are expressed as a percentage of total recovery. The small pieces are considered to be due to close shearing, jointing, faulting, or weathering in the rock mass and are not counted. In most cases RQD is measured on NXL core.

RQD	ROCK QUALITY
90-100	Excellent, intact, very sound
75-90	Good, massive, moderately jointed or sound
50-75	Fair, blocky and seamy, fractured
25-50	Poor, shattered and very seamy or blocky, severely fractured
0-25	Very poor, crushed, very severely fractured

APPENDIX II
Test Pit Logs

**TEST PIT LOG
No. TP1**

PROJECT: GI - 4 Hillcrest Drive

CLIENT: James Avery Grace Corporation
2022 April 25 Friars Island Cellar Public Hearing FINAL_116

PROJECT NO.: 14835

PROJECT LOCATION: Rothesay, NB

EXCAVATION CONTRACTOR: Friars Excavations

ELEVATION: 27.463

LOGGED BY: JC

CHECKED BY: Andy MacVey

EXCAVATION METHOD: 5.5 Ton Track Excavator



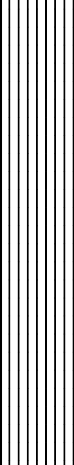

DATE: 2021-01-08

DEPTH TO - WATER> INITIAL: 2.4

AFTER 24 HOURS: 2.4

CAVING> C

This information pertains only to this boring and should not be interpreted as being indicative of the site.

Elevation (meters)	Depth (meters)	Description	Graphic	Groundwater	Sample Type	Sample No.	Remarks
0	0	Minor Surface ORGANICS over Heavily Saturated Dark Brown Silty Organic PEAT					
27	0.5	Compact to Dense Reddish Brown Silty SAND and GRAVEL					
26.5	1	Compact Reddish Brown SILT with Trace Sand					
26	1.5						
25.5	2						
25	2.5	Compact to Dense Light Brown Sand and Gravel TILL with Cobbles					
24.5	3	Test Pit Terminated at 2.9 m					
24	3.5						
23.5	4						
23	4.5						

**TEST PIT LOG
No. TP2**

PROJECT: GI - 4 Hillcrest Drive

CLIENT: James Avery Grace Corporation

PROJECT LOCATION: Rothesay, NB

EXCAVATION CONTRACTOR: Friars Excavations

LOGGED BY: JC

EXCAVATION METHOD: 5.5 Ton Track Excavator

DEPTH TO - WATER> INITIAL: ∇

PROJECT NO.: 14835

ELEVATION: 27.05

CHECKED BY: Andy MacVey

DATE: 2021-01-08

AFTER 24 HOURS: ∇ CAVING> C

This information pertains only to this boring and should not be interpreted as being indicative of the site.

Elevation (meters)	Depth (meters)	Description	Graphic	Groundwater	Sample Type	Sample No.	Remarks
27	0	Minor Surface ORGANICS over Heavily Saturated Dark Brown Silty Organic PEAT					
	0.2	Loose Light Brown Sand FILL					
		Loose Light Brown SAND					
26.5	0.5						
	0.75	Compact to Dense Reddish Brown SILT with Trace Sand					
26	1						
	1.2	Compact to Dense Light Brown Sand and Gravel TILL with Cobbles					
25.5	1.5						
	2						
25	2						
	2.5						
24.5	2.5						
	2.75	Test Pit Terminated at 2.75 m					
24	3						
	3.5						
23.5	3.5						
	4						
23	4						
	4.5						

**TEST PIT LOG
No. TP3**

PROJECT: GI - 4 Hillcrest Drive

CLIENT: James Avery Grace Corporation
2022 April 25 Piny Island Public Hearing FINAL_118

PROJECT NO.: 14835

PROJECT LOCATION: Rothesay, NB

EXCAVATION CONTRACTOR: Friars Excavations

ELEVATION: 26.778

LOGGED BY: JC

CHECKED BY: Andy MacVey

EXCAVATION METHOD: 5.5 Ton Track Excavator


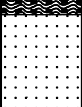
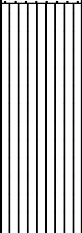

DATE: 2021-01-08

DEPTH TO - WATER> INITIAL: ∇

AFTER 24 HOURS: ∇

CAVING> C

This information pertains only to this boring and should not be interpreted as being indicative of the site.

Elevation (meters)	Depth (meters)	Description	Graphic	Groundwater	Sample Type	Sample No.	Remarks
26.5	0	Minor Surface ORGANICS over Heavily Saturated Dark Brown Silty Organic PEAT					
26	0.45	Loose Light Brown SAND					
25.5	0.75	Compact to Dense Reddish Brown SILT with Trace Sand					
25	1.5	Compact to Dense Light Brown Sand and Gravel TILL with Cobbles					
24	2.75	Test Pit Terminated at 2.75 m					

**TEST PIT LOG
No. TP4**

PROJECT: GI - 4 Hillcrest Drive

CLIENT: James Avery Grace Corporation
2022 April 25 Nova Scotia Landfill Permit Public Hearing FINAL_119

PROJECT NO.: 14835

PROJECT LOCATION: Rothesay, NB

EXCAVATION CONTRACTOR: Friars Excavations

ELEVATION: 26.957

LOGGED BY: JC

CHECKED BY: Andy MacVey

EXCAVATION METHOD: 5.5 Ton Track Excavator


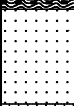
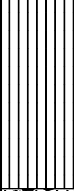

DATE: 2021-01-08

DEPTH TO - WATER> INITIAL: ∇

AFTER 24 HOURS: ∇

CAVING> C

This information pertains only to this boring and should not be interpreted as being indicative of the site.

Elevation (meters)	Depth (meters)	Description	Graphic	Groundwater	Sample Type	Sample No.	Remarks
0	0	Minor Surface ORGANICS over Heavily Saturated Dark Brown Silty Organic PEAT					
26.5	0.3	Loose to Compact Light Brown SAND					
26	0.6	Compact to Dense Reddish Brown SILT with Trace Sand					
25.5	1.2	Compact to Dense Light Brown Sand and Gravel TILL with Cobbles					
24	2.9	Test Pit Terminated at 2.9 m					
23.5	3.5						
23	4						
22.5	4.5						

**TEST PIT LOG
No. TP5**

PROJECT: GI - 4 Hillcrest Drive

CLIENT: James Avery Grace Corporation
2022 Apr 25 Fri Islanda Public Hearing FINAL_120

PROJECT NO.: 14835

PROJECT LOCATION: Rothesay, NB

EXCAVATION CONTRACTOR: Friars Excavations

ELEVATION: 26.785

LOGGED BY: JC

CHECKED BY: Andy MacVey

EXCAVATION METHOD: 5.5 Ton Track Excavator


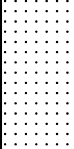
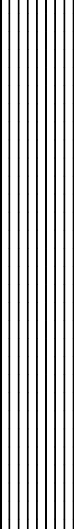


DATE: 2021-01-08

DEPTH TO - WATER> INITIAL: 2.6

AFTER 24 HOURS: 2.6

CAVING> C

This information pertains only to this boring and should not be interpreted as being indicative of the site.

Elevation (meters)	Depth (meters)	Description	Graphic	Groundwater	Sample Type	Sample No.	Remarks
26.5	0.0	Minor Surface ORGANICS over Heavily Saturated Dark Brown Silty Organic PEAT					
26.0	0.4	Loose Light Brown SAND					
25.5	0.9	Compact to Dense Reddish Brown SILT with Trace Sand					
24.0	2.6	Compact to Dense Light Brown Sand and Gravel TILL with Cobbles Test Pit Terminated at 2.75 m					
23.5	3.0						
23.0	3.5						
22.5	4.0						
22.0	4.5						

**TEST PIT LOG
No. TP6**

PROJECT: GI - 4 Hillcrest Drive

CLIENT: James Avery Grace Corporation
2022 Ayrault Highway, Grand Falls, NB

PROJECT NO.: 14835

PROJECT LOCATION: Rothesay, NB

EXCAVATION CONTRACTOR: Friars Excavations

ELEVATION: 27.437

LOGGED BY: JC

CHECKED BY: Andy MacVey

EXCAVATION METHOD: 5.5 Ton Track Excavator


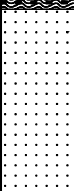
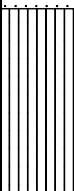

DATE: 2021-01-08

DEPTH TO - WATER> INITIAL: ∇

AFTER 24 HOURS: ∇

CAVING> C

This information pertains only to this boring and should not be interpreted as being indicative of the site.

Elevation (meters)	Depth (meters)	Description	Graphic	Groundwater	Sample Type	Sample No.	Remarks
0	0	Minor Surface ORGANICS over Heavily Saturated Dark Brown Silty Organic PEAT					
27	0.3	Loose Light Brown SAND					
26.5	0.9	Compact to Dense Reddish Brown SILT with Trace Sand					
26	1.5	Compact to Dense Light Brown Sand and Gravel TILL with Cobbles					
24.5	2.9	Test Pit Terminated at 2.9 m					

APPENDIX III
Site Plan

2022April25Highland/HillcrestPublicHearingFINAL_123



GENERAL NOTES

1. All dimensions in millimeters unless otherwise specified.
2. Elevations in meters and based on NAD83 (CSRS) Datum.
3. This drawing is not a survey and any property boundaries are shown for reference only.

■ TP Test Pit
■ G Grade

No.	REVISION/ISSUE	DATE

FUNDY Engineering

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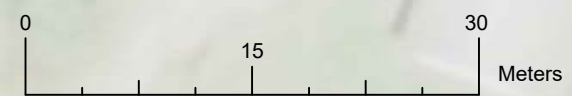
Project:
 GEOTECHNICAL INVESTIGATION
 4 HILLCREST DRIVE
 ROTHESAY, NB

Drawing:
 TEST PIT LOCATION PLAN

Project No.	Designed	Date (yy/mm/dd)
14835	AM	21/1/13
Scale	Drawn	Rev.
1:500	TRH	

Sheet

C1.1



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HILLCREST DRIVE APARTMENT TRAFFIC IMPACT STATEMENT

Traffic Impact Statement
Proj. No.2104655

July 28, 2021

Revision No.: 0

James Avery Grace



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APPENDICES

Appendix A:Development Site Plans
Appendix B:Traffic Count Data
Appendix C:Level of Service Reports
Appendix D:Signal Warrant Worksheet

1 INTRODUCTION

1.1 PROJECT BACKGROUND

A new 4-storey residential development has been proposed on Hillcrest Drive near the intersections of Hampton Road / Hillcrest Drive and Hampton Road / Highland Avenue in the Town of Rothesay. The development will consist of up to 40 new residential units as well as an underground parking garage and a small surface parking lot. The proposed development site plan, which is included in **Appendix A**, shows 51 parking spaces, including 10 surface level spaces and 41 underground spaces. The plan also includes 2 barrier free spaces – 1 underground and 1 at surface level. The proposed development will include two accesses, one off Hillcrest Drive and one off Highland Avenue. The Hillcrest Drive access will provide access to the underground parking facility, while the Highland Avenue access will provide access to the surface parking lot.

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 areas of focus are how the development will impact traffic at the intersections of Hampton Road / Hillcrest Drive and Hampton Road / Highland Avenue, if at all. James Avery Grace retained Englobe Corp. to complete this TIS. The Study Area for this TIS includes the intersections of Hampton Road / Hillcrest Drive and Hampton Road / Highland Avenue, as well as the two development accesses, as shown in **Figure 1**.

Figure 1 – Study Area



1.2 STUDY TASKS

The main objectives of this TIS were to estimate how much additional traffic the residential development would generate and determine what impact, if any, the development traffic would have on the intersections of Hampton Road / Hillcrest Drive and Hampton Road / Highland Avenue. The following activities were undertaken as part of this TIS:

- Englobe staff visited the Study Area to review existing conditions;
- Traffic volumes were collected at the intersection of Hampton Road and Highland Avenue;
 - A 1.0 % annual growth rate was applied to these traffic volumes to estimate the future (2028) background traffic volumes for the Study Area. 2028 represents the 5-year horizon period beyond the anticipated full build-out of the development;
- Traffic count data that were collected by the Study Team at the intersection of Hampton Road / Hillcrest Drive in 2016 were reviewed and projected forward to match the 2021 and 2028 volumes at the Hampton / Highland intersection;
- Level of Service (LOS) analyses were completed for the existing traffic conditions;
- ITE Trip Generation rates were used to estimate the amount of traffic that will be generated by the new development. These were added to the background traffic volumes to estimate the 2028 total traffic volumes with the development in place;
- LOS analyses were completed for the 2028 future conditions with full build out of the development;
- A review of pedestrian connectivity in the area of the proposed development was completed; and
- The methodology, findings, and recommendations of the TIS were documented in this written report.

1.3 HORIZON YEAR

A 5-year horizon period was utilized for the analysis. Should all approvals be granted it is expected that the proposed development will be fully operational in 2023, therefore 2028 was chosen as the future horizon year for the analysis.

2 INFORMATION GATHERING

2.1 STREET AND INTERSECTION CHARACTERISTICS

Hillcrest Drive is a local street with an AADT of approximately 800 vehicles/day. Hillcrest Drive is oriented in the east-west direction and runs parallel and to the south of Highland Avenue. Hillcrest Drive has a speed limit of 40 km/h and features a concrete sidewalk along the north side of the street that is separated from the travel lanes by a grass boulevard.

Highland Avenue is a local street with an AADT of approximately 1,800 vehicles/day. Highland Avenue is oriented in the east-west direction. It features one lane in each direction and has a speed limit of 40 km/h. Within the Study Area, Highland Avenue features a sidewalk along the north side of the street that is separated from the travel lanes by a grass boulevard. A narrow gravel shoulder extends along the south side of the street.

Hampton Road is a collector road with an AADT of approximately 7,000 vehicles/day. Hampton Road is oriented in the north-south direction, has one lane in each direction and a speed limit of 50 km/h. South of Highland Avenue, Hampton Road features unidirectional bike lanes and sidewalk along both sides of the street. The bike lanes end at the intersection of Highland Avenue, however the sidewalk continues north of Highland along both sides of the street.

The intersection of **Hampton Road and Hillcrest Drive** is a stop-controlled t-intersection. Hampton Road is free flowing and a stop sign is present at the east leg on Hillcrest Drive. A painted crosswalk is present across the east leg.

The intersection of **Hampton Road and Highland Avenue** is a stop-controlled intersection. Hampton Road is free flowing and a stop sign is present at the east leg on Highland Avenue. The west leg consists of one of the accesses to Rothesay High School. Painted crosswalks are present across the east and west legs and the north leg features a crosswalk equipped with overhead flashing beacons (RA-5).

2.2 TRAFFIC DATA AND COVID ADJUSTMENTS

Traffic data that were collected by the Study Team in 2016 at the intersection of Hampton Road / Hillcrest Drive were reviewed and used in the analysis. Traffic volumes were also collected at the intersection of Hampton Road and Highland Avenue on Tuesday, April 27th 2021. The traffic counts were completed during the morning and evening peak periods. The traffic count data are provided in **Appendix B**.

Since traffic patterns have decreased as a result of the current COVID-19 pandemic, the Study Team determined that the traffic count data collected at Hampton Road / Highland Avenue should be adjusted to better represent typical traffic volumes under normal conditions. Adjustment factors were developed by comparing the 2021 traffic volumes at the intersection to traffic volumes that were collected in 2016 at Hampton Road / Hillcrest Drive. Adjustment factors that were developed by the Study Team as part of a

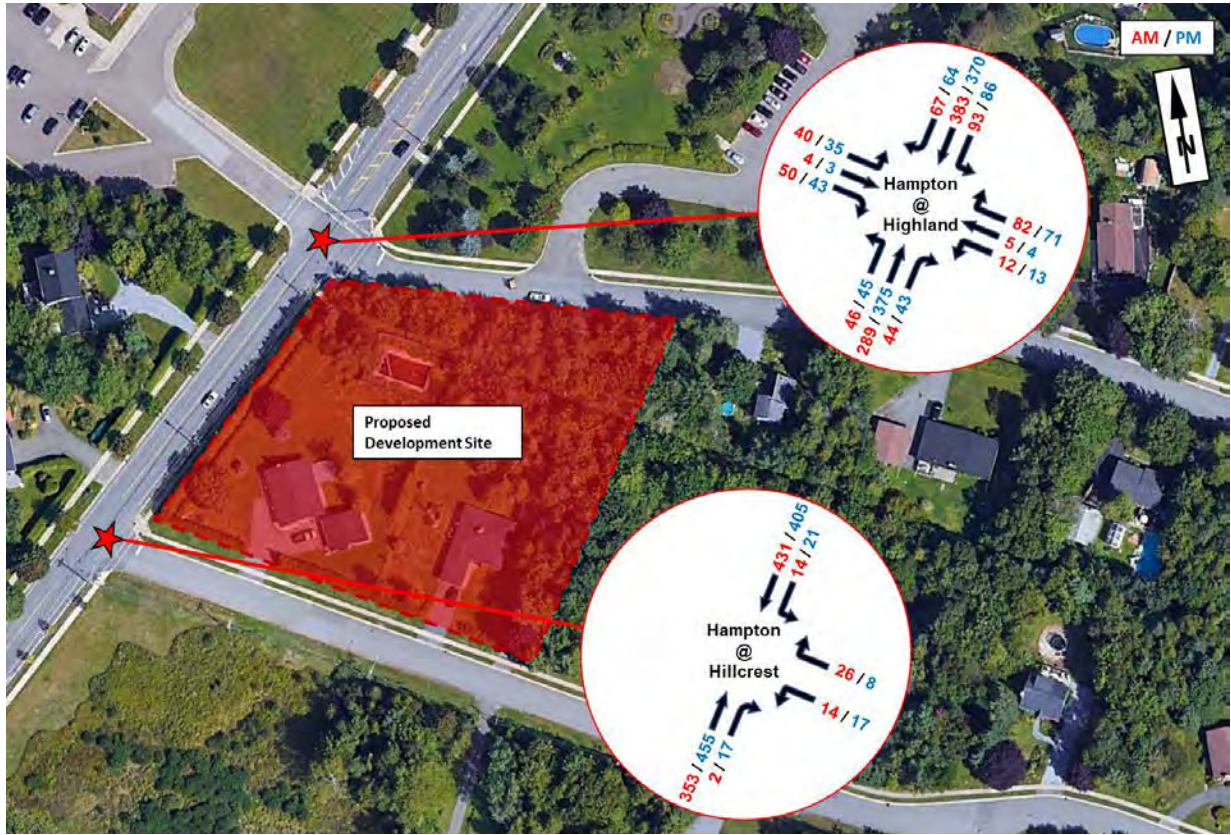
January 2021 study were also considered. The January 2021 study compared traffic data that were collected in 2016 at two locations in Fredericton, NB to traffic volumes that were collected during the COVID-19 pandemic. Using this data, average AM and PM peak hour adjustment factors were calculated and applied to the traffic volume data in this study. The adjustment factors that were used in this study are shown in **Table 1**.

Table 1 – COVID-19 Adjustment Factors

Study	Date	AM Peak	PM Peak
Fredericton, NB	January, 2021	1.26	1.20
Fredericton, NB	January, 2021	1.36	1.25
Rothesay, NB	April, 2021	1.22	1.31
Applied to Hampton Rd / Highland Ave	April, 2021	1.28	1.25

The adjustment factors were applied to the peak hour volumes at the Hampton Road / Highland Avenue intersection. The 2016 peak hour volumes at the Hampton Road / Hillcrest Drive intersection were then adjusted to match the new Hampton Road / Highland Avenue volumes. Upon review of the adjusted volumes at each intersection, it was determined that 100 vehicles should be added to the northbound through movement at each intersection to maintain consistency with the pre-COVID traffic volumes on Hampton Road. The adjusted 2021 AM and PM background traffic volume estimates for the intersections of Hampton Road / Hillcrest Drive and Hampton Road / Highland Avenue are shown in **Figure 2**.

Figure 2 – 2021 Background Peak Hour Volumes



3 EXISTING LEVEL OF SERVICE

A Level of Service (LOS) analysis was completed for the existing and future (2028) traffic conditions at the intersections of Hampton Road / Hillcrest Drive and Hampton Road / Highland Avenue. The findings are discussed in this section.

3.1 LEVEL OF SERVICE CRITERIA

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

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

Table 2 – Intersection Level of Service Criteria

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

3.2 EXISTING LOS ANALYSIS

A LOS analysis was completed for the existing traffic conditions at the intersections of Hampton Road / Hillcrest Drive and Hampton Road / Highland Avenue. The LOS results are summarized as follows:

- Both intersections operate efficiently at an overall LOS A during both peak periods.
- At Hampton Road / Hillcrest Drive, all individual turning movements operate efficiently at a LOS C or better during both peak periods.
- At Hampton Road / Highland Avenue, the eastbound approach operates at LOS F and E with a v/c ratios of 0.67 and 0.44 during the AM and PM peak periods, respectively. All other movements at the intersection operate efficiently at a LOS C or better during both peak periods.

The LOS results indicate that the eastbound approach at the Hampton Road / Highland Avenue intersection experiences delay during both peak periods; however, the approach is well below capacity.

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

3.3 FUTURE BACKGROUND LOS ANALYSIS

A LOS analysis was completed for the future 2028 background traffic volumes at the intersections of Hampton Road / Hillcrest Drive and Hampton Road / Highland Avenue. The peak hour traffic volumes for the 2028 horizon year were estimated by applying an annual growth rate of 1.0 % to the 2021 background traffic volumes.

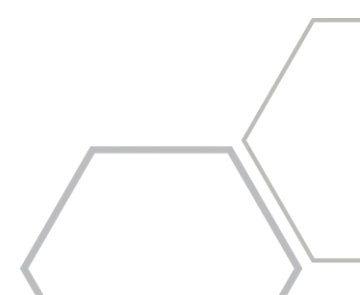
The future background LOS results indicate that the intersection of Hampton Road / Hillcrest Drive will continue to operate efficiently in 2028. At the intersection of Hampton Road / Highland Avenue, the delay for the eastbound approach at the intersection will increase by 15 - 45 seconds per vehicle as a result of the background traffic growth; however, the movements will remain well below capacity and the intersection will continue to operate efficiently overall.

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

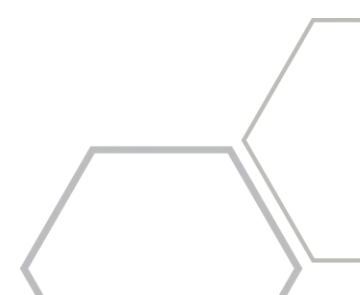
The study team completed a traffic signal warrant for the intersection of Hampton Road / Highland Avenue for the future 2028 background conditions. A score of 100 points or more would typically warrant traffic signals. A warrant score of 53 points was achieved for the intersection, therefore traffic signals would not be warranted in the future condition. A signal warrant analysis was not completed for the intersection of Hampton Road / Hillcrest Avenue as this intersection is projected to operate efficiently in the future. The signal warrant worksheet is provided in **Appendix D**.

Table 3 – 2021 Existing and 2028 Background LOS Results

Intersection			Overall LOS, Delay (sec/veh)	Turning Movement LOS Average Delay (seconds per vehicle) [Volume to Capacity Ratio (v/c)] 95 th Percentile Queue (m)											
				Eastbound			Westbound			Northbound			Southbound		
East-West Street @ North-South Street	Traffic Control	Time Period		L ↶	T ↑	R ↷	L ↶	T ↑	R ↷	L ↶	T ↑	R ↷	L ↶	T ↑	R ↷
2021 Existing															
Hampton Road @ Hillcrest Drive		AM Peak	LOS A 0.8	-	-	-	Shared	C 16.9 [0.08] 2	Shared	Shared	A 0.0 [0.30] 0	Shared	Shared	A 0.7 [0.02] <1	Shared
		PM Peak	LOS A 0.8	-	-	-	Shared	C 15.2 [0.07] 2	Shared	Shared	A 0.0 [0.24] 0	Shared	Shared	A 0.6 [0.02] <1	Shared
Hampton Road @ Highland Avenue		AM Peak	LOS A 8.3	Shared	F 67.5 [0.67] 31	Shared	Shared	C 24.0 [0.37] 13	Shared	Shared	A 1.5 [0.06] 1	Shared	Shared	A 2.6 [0.10] 3	Shared
		PM Peak	LOS A 5.4	Shared	E 35.6 [0.44] 16	Shared	Shared	C 18.2 [0.26] 8	Shared	Shared	A 1.3 [0.05] 1	Shared	Shared	A 2.3 [0.09] 2	Shared



Intersection			Overall LOS, Delay (sec/veh)	Turning Movement LOS Average Delay (seconds per vehicle) [Volume to Capacity Ratio (v/c)] 95 th Percentile Queue (m)												
				Eastbound			Westbound			Northbound			Southbound			
East-West Street @ North-South Street	Traffic Control	Time Period		L ↶	T ↑	R ↷	L ↶	T ↑	R ↷	L ↶	T ↑	R ↷	L ↶	T ↑	R ↷	
2028 Future Background																
Hampton Road @ Hillcrest Drive		AM Peak	LOS A 1.1	-	-	-	Shared	C 16.8 [0.16] 4	Shared	Shared	A 0.0 [0.29] 0	Shared	Shared	A 0.5 [0.02] <1	Shared	
		PM Peak	LOS A 0.8	-	-	-	Shared	C 18.2 [0.10] 3	Shared	Shared	A 0.0 [0.32] 0	Shared	Shared	A 0.7 [0.02] <1	Shared	
Hampton Road @ Highland Avenue		AM Peak	LOS B 13.4	Shared	F 110.6 [0.89] 48	Shared	Shared	C 24.2 [0.42] 16	Shared	Shared	A 1.8 [0.06] 2	Shared	Shared	A 2.7 [0.11] 3	Shared	
		PM Peak	LOS A 6.7	Shared	E 48.3 [0.55] 23	Shared	Shared	C 20.9 [0.32] 11	Shared	Shared	A 1.4 [0.05] 1	Shared	Shared	A 2.4 [0.10] 3	Shared	



4 DEVELOPMENT TRAFFIC GENERATION

4.1 TRAFFIC GENERATION AND ASSIGNMENT

Trip generation rates for the proposed development were estimated using the ITE TripGen Web-based App, which is based on the 10th Edition of the Institute of Transportation Engineer’s (ITE) *Trip Generation Manual*. The Developer provided information regarding the size and type of development that is planned. The building will consist of 4 stories with a total of 40 dwelling units.

ITE Land Use #221 (Multifamily Housing – Mid-Rise) was used to generate trips for the development. The resulting vehicle trip generation is shown in **Table 4**. 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 4 - Traffic Generation for the Proposed Development

Development	Size	AM Peak Hour			PM Peak Hour			Daily Total
		In	Out	Total	In	Out	Total	
Multifamily Housing - Mid-Rise (ITE Land Use #221)	40 Dwelling Units	4	10	14	11	7	18	218

The development traffic was assigned to the two development accesses assuming that 80% of the development traffic would use the Hillcrest Drive access and 20% of the development traffic would use the Highland Avenue access. These assumptions were based on the capacity of both parking facilities. The development traffic were then distributed to the intersections of Hampton Road / Hillcrest Drive and Hampton Road / Highland Avenue based on the existing traffic volume distributions along Hampton Road and at the intersection. The traffic assignments are shown in **Figure 3**.

The peak hour traffic volumes for the 2028 horizon year were estimated by applying an annual growth rate of 1.0 % to the 2021 background traffic volumes and adding the traffic generated by the development. The 2028 traffic volumes with the development in place are shown in **Figure 4**.

Figure 3 – Development Traffic Assignments

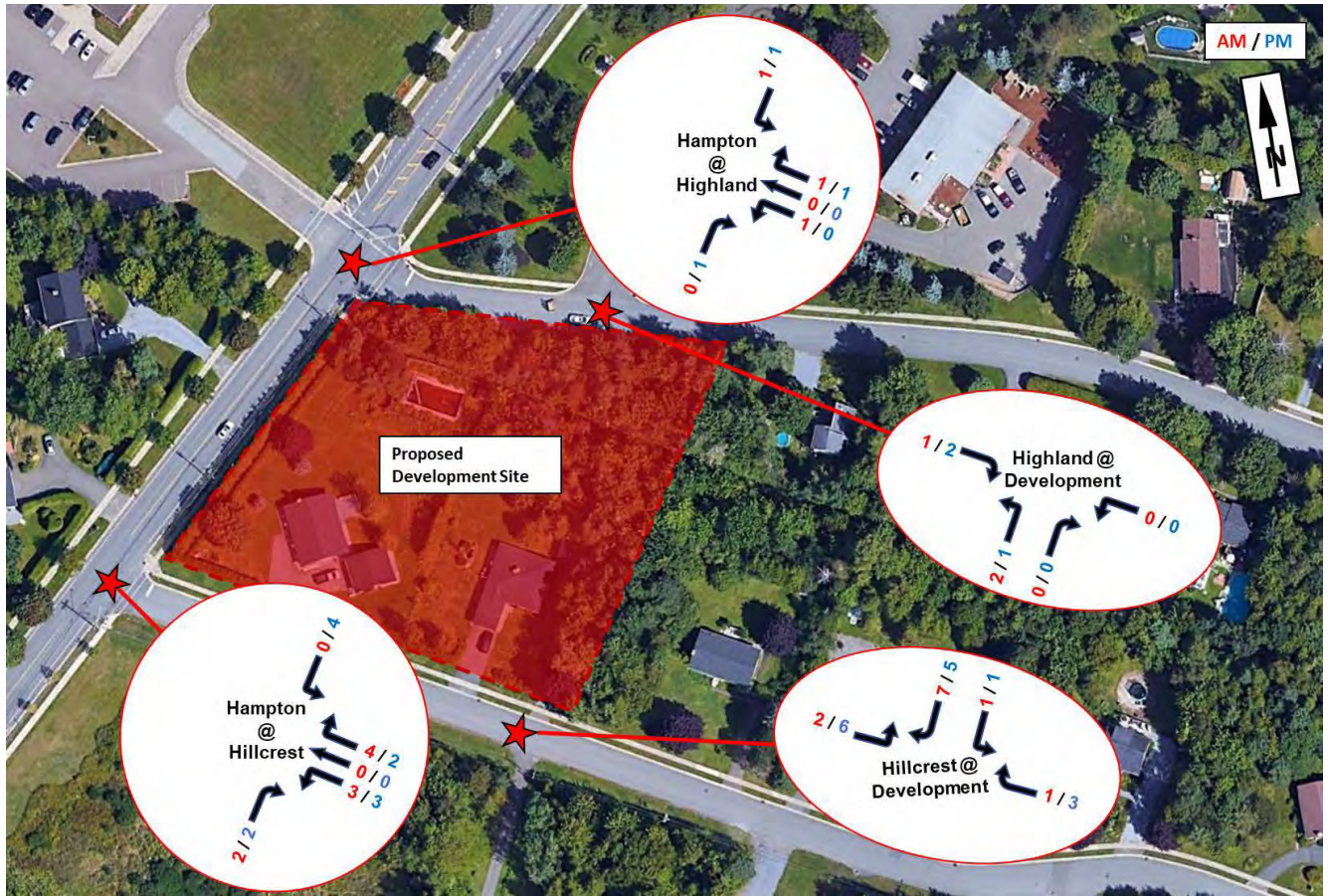
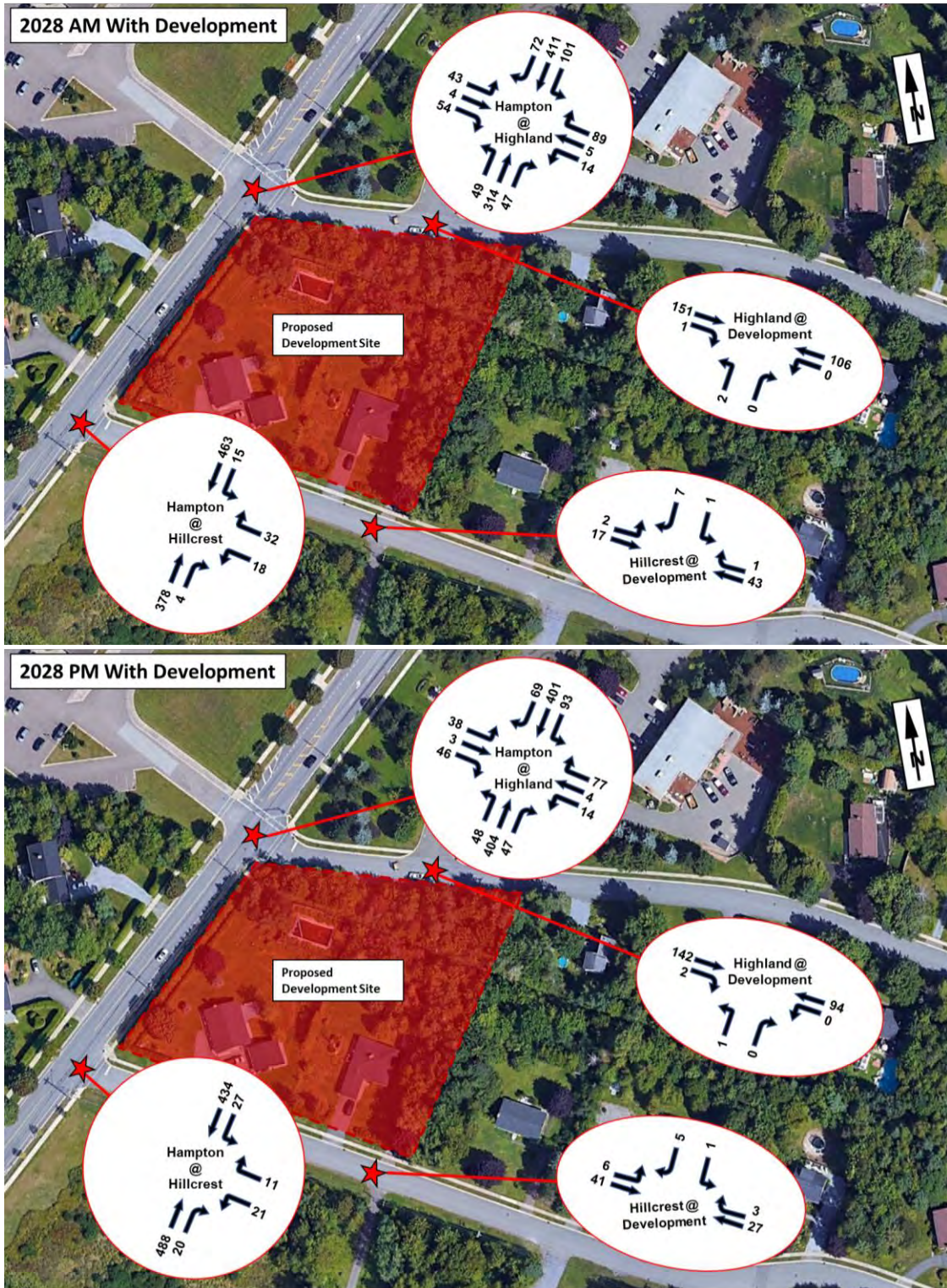


Figure 4 – 2028 Peak Hour Traffic Volumes with Development in Place



5 LOS ANALYSIS WITH DEVELOPMENT

A Level of Service (LOS) analysis was completed for the 2028 traffic conditions with the proposed residential development in place. The analysis included the intersections of Hampton Road / Hillcrest Drive and Hampton Road / Highland Avenue, as well as the two proposed development accesses. The LOS results are summarized as follows:

- In 2028, the Hampton Road / Hillcrest Drive intersection, Hampton Road / Highland Avenue intersection and the two proposed development accesses would operate efficiently at overall LOS B or better during both peak periods.
- At the Hampton Road / Hillcrest Drive intersection, all individual turning movements would operate at a LOS C or better during both peak periods.
- At the Hampton Road / Highland Avenue intersection, the eastbound approach would operate at LOS F with v/c ratios of 0.91 and 0.57 during the AM and PM peak periods, respectively. All other movements at the intersection would operate efficiently with a LOS D or better during both peak periods.
- In 2028, all movements at the proposed development accesses would operate efficiently with a LOS B or better during both peak periods.

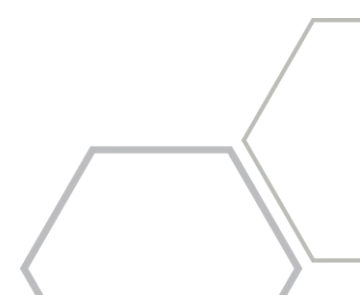
The LOS results indicate that at the Hampton Road / Highland Avenue intersection in 2028 with the additional development traffic, the delays at the eastbound approach out of Rothesay High are expected to increase slightly (3 – 4 seconds more than in the background conditions); however, these movements will remain below capacity. This is not uncommon at stop control intersections where the traffic volumes on the major street are much higher than the volumes on the minor street. The overall intersection delay and LOS at both Hampton Road intersections are expected to remain acceptable up to 5 years beyond the anticipated full build-out. The development accesses on Hillcrest Drive and Highland Avenue are expected to operate efficiently with minimal delay.

The LOS results, including average delay, volume to capacity (v/c) ratios, and the 95th percentile queue lengths for the 2028 traffic conditions with the development in place are summarized in **Table 5**. Detailed Synchro analysis outputs are included in **Appendix C**.

Table 5 – 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 th Percentile Queue (m)											
				Eastbound			Westbound			Northbound			Southbound		
East-West Street @ North-South Street	Traffic Control	Time Period		L ↶	T ↑	R ↷	L ↶	T ↑	R ↷	L ↶	T ↑	R ↷	L ↶	T ↑	R ↷
Hampton Road @ Hillcrest Drive		AM Peak	LOS A 1.2	-	-	-	Shared	C 17.4 [0.18] 5	Shared	Shared	A 0.0 [0.30] 0	Shared	Shared	A 0.5 [0.02] <1	Shared
		PM Peak	LOS A 1.0	-	-	-	Shared	C 18.7 [0.12] 3	Shared	Shared	A 0.0 [0.32] 0	Shared	Shared	A 0.8 [0.03] <1	Shared
Hampton Road @ Highland Avenue		AM Peak	LOS B 13.9	Shared	F 114.5 [0.91] 49	Shared	Shared	D 25.8 [0.44] 17	Shared	Shared	A 1.7 [0.06] 2	Shared	Shared	A 2.7 [0.11] 3	Shared
		PM Peak	LOS A 6.8	Shared	F 51.0 [0.57] 24	Shared	Shared	C 21.5 [0.33] 11	Shared	Shared	A 1.4 [0.05] 1	Shared	Shared	A 2.4 [0.10] 3	Shared
Hillcrest Drive @ Development Access		AM Peak	LOS A 1.3	Shared	A 0.8 [0.00] 0	-	-	A 0.0 [0.03] 0	Shared	-	-	-	A 8.6 [0.01] <1	-	A 8.6 [0.01] <1
		PM Peak	LOS A 1.2	Shared	A 0.0 [0.00] <1	-	-	A 0.0 [0.02] 0	Shared	-	-	-	A 8.6 [0.01] <1	-	A 8.6 [0.01] <1

Intersection			Overall LOS, Delay (sec/veh)	Turning Movement LOS Average Delay (seconds per vehicle) [Volume to Capacity Ratio (v/c)] 95 th Percentile Queue (m)											
				Eastbound			Westbound			Northbound			Southbound		
East-West Street @ North-South Street	Traffic Control	Time Period		L	T	R	L	T	R	L	T	R	L	T	R
				←	↑	→	←	↑	→	←	↑	→	←	↑	→
Highland Avenue @ Development Access		AM Peak	LOS A 0.1	-	A 0.0 [0.10] <1	Shared	Shared	A 0.0 [0.00] <1	-	B 10.1 [0.00] <1	-	B 10.1 [0.00] <1	-	-	-
		PM Peak	LOS A 0.0	-	A 0.0 [0.09] 0	Shared	Shared	A 0.0 [0.00] 0	-	B 11.7 [0.00] 0	-	B 11.7 [0.00] 0	-	-	-



6 ADDITIONAL CONSIDERATIONS

6.1 PEDESTRIAN ACCESS

The Study Team completed a review of the existing pedestrian infrastructure near the proposed development. Highland Avenue currently features a sidewalk along the north side of the street that connects to the pedestrian facilities along Hampton Road, which extend along both sides of the street. As per the proposed development site plan, a sidewalk is planned along the north and south perimeters of the apartment building. Both sidewalks will be extended to the west, where they will connect with the existing sidewalk along Hampton Road. This should provide adequate connectivity between the development and the existing surrounding pedestrian infrastructure.

6.2 COMMERCIAL VEHICLE ACCESS

Commercial vehicle access will be dependent on vehicle type. Delivery, moving and similar types of service vehicles will be able to access the building using the surface level parking lot access on Highland Avenue. The garbage receptacles will be located within the underground parking facility and, therefore, garbage trucks will be able to access these from the Hillcrest Drive access. It may be beneficial to provide a turn-around area along the Hillcrest Drive access to allow garbage trucks to turn around without having to enter the parking garage.

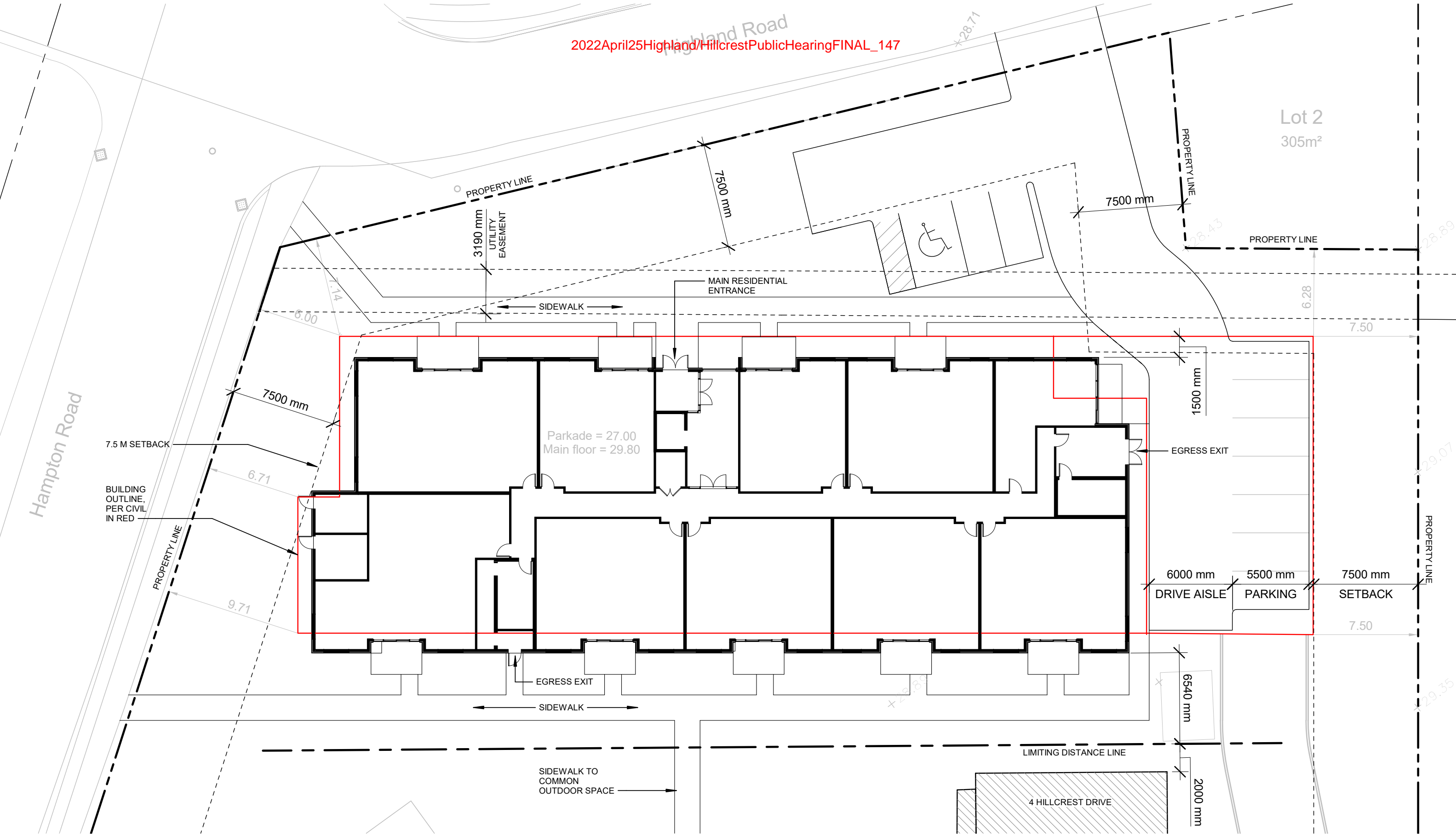
7 CONCLUSIONS AND RECOMMENDATIONS

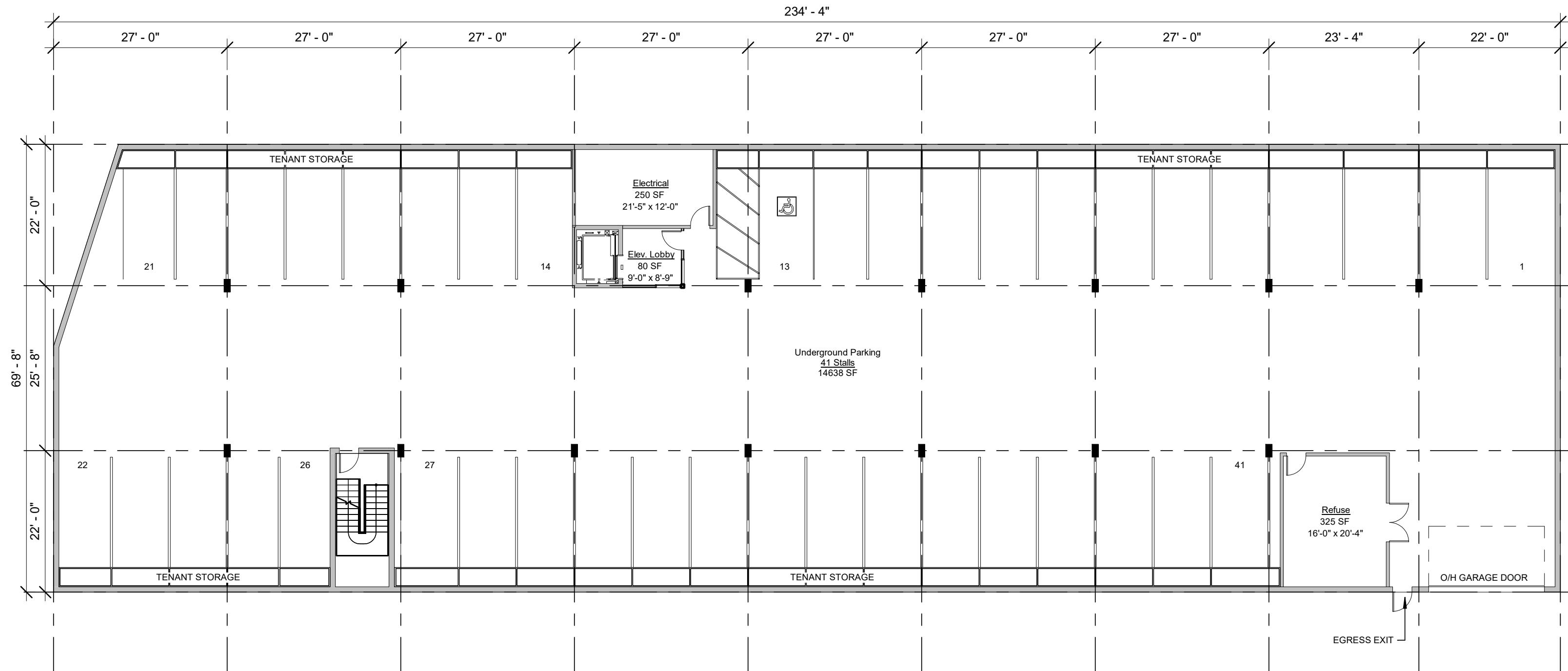
The key findings and recommendations of this Traffic Impact Statement are summarized as follows:

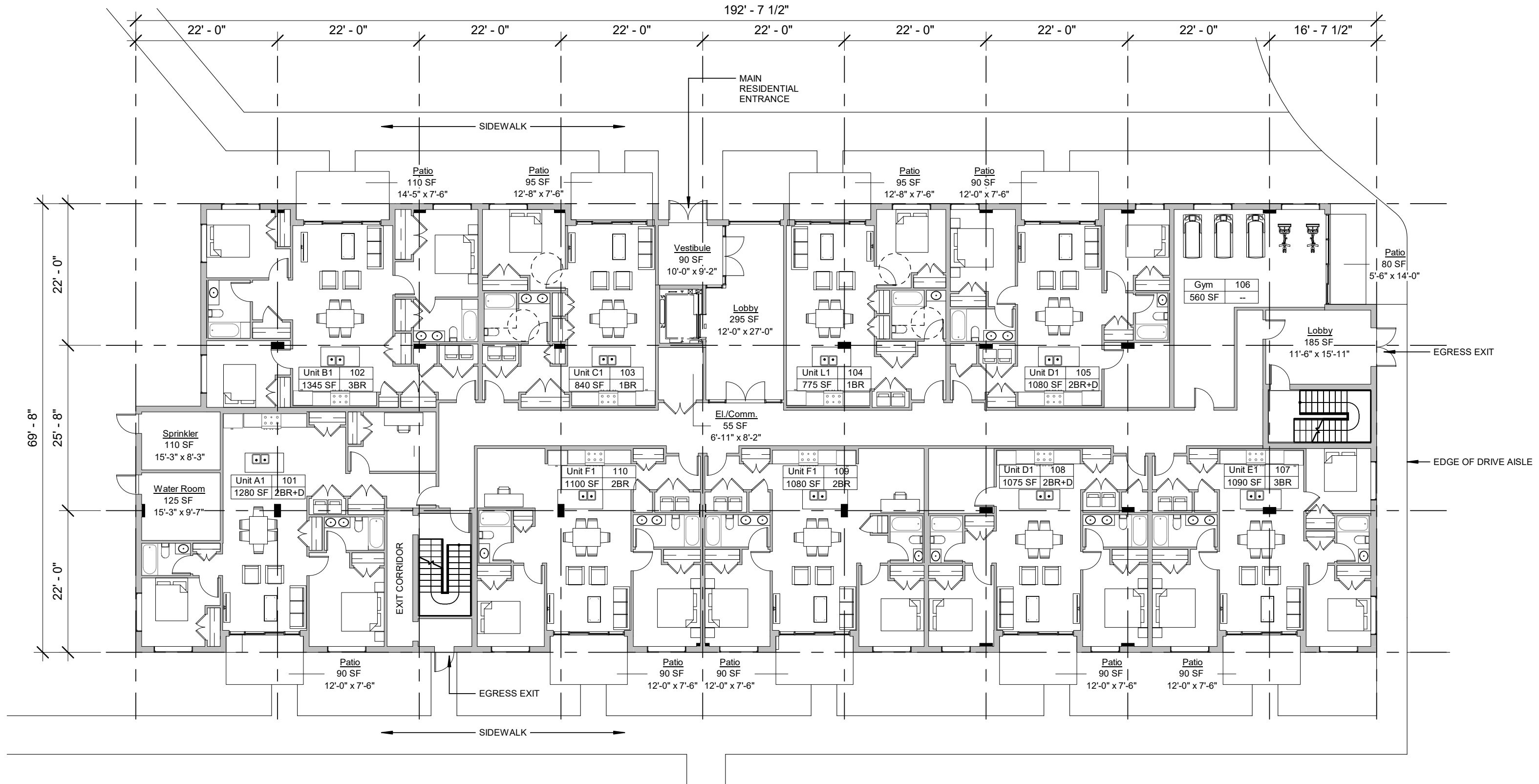
1. The proposed development, which would be located near the corner of Hampton Road and Highland Avenue, is a 4-storey apartment complex consisting of new 40 dwelling units. The proposed development plan shows 51 parking spaces, including 9 regular and 1 barrier-free surface level parking spaces and 40 regular and 1 barrier-free underground parking spaces. The development would include two accesses – one off Hillcrest Drive and one off Highland Avenue.
2. The LOS results for the 2021 existing scenario show that the intersections of Hampton Road / Hillcrest Drive and Hampton Road / Highland Avenue currently operate efficiently overall, however the eastbound approach at the Hampton Road / Highland Avenue intersection experiences some delay.
3. It is expected that the proposed development will generate 14 vehicle trips during the AM Peak hour (4 entering/10 exiting) and 18 vehicle trips during the PM Peak hour (11 entering/7 exiting) and a total of 218 trips daily.
4. The LOS results for the 2028 horizon period with the development in place indicate that delays at the eastbound approach of the Hampton Road / Highland Avenue intersection will increase slightly (3 - 4 seconds per vehicle); however the approach will remain below capacity and the intersection will continue to perform efficiently overall. Traffic signals are not warranted at the intersection in the 2028 horizon period. The intersection of Hampton Road / Hillcrest Drive and both development accesses are expected to operate efficiently with minimal delay during both peak periods.
5. Based on a review of the existing pedestrian facilities near the development property, the proposed sidewalk connections between the apartment building and the Hampton Road sidewalk should provide sufficient connectivity.
6. Commercial vehicles will be able to access the development via either of the proposed accesses. Delivery, moving and other service vehicles will be able to access the development from Highland Avenue at the buildings main entrance and garbage trucks will access the development from Hillcrest Drive through the underground parking facility.

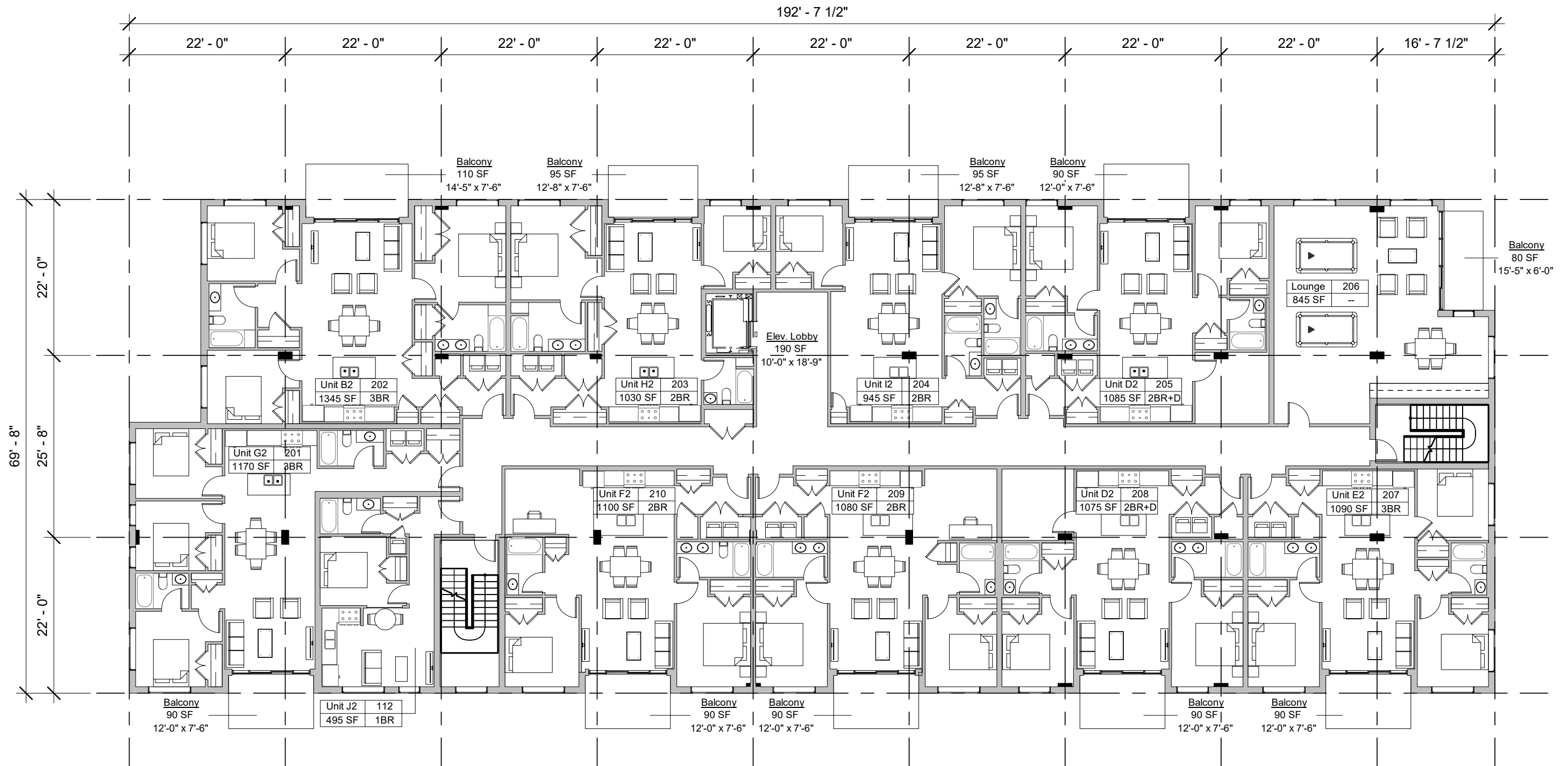
Appendix A: Development Site Plans

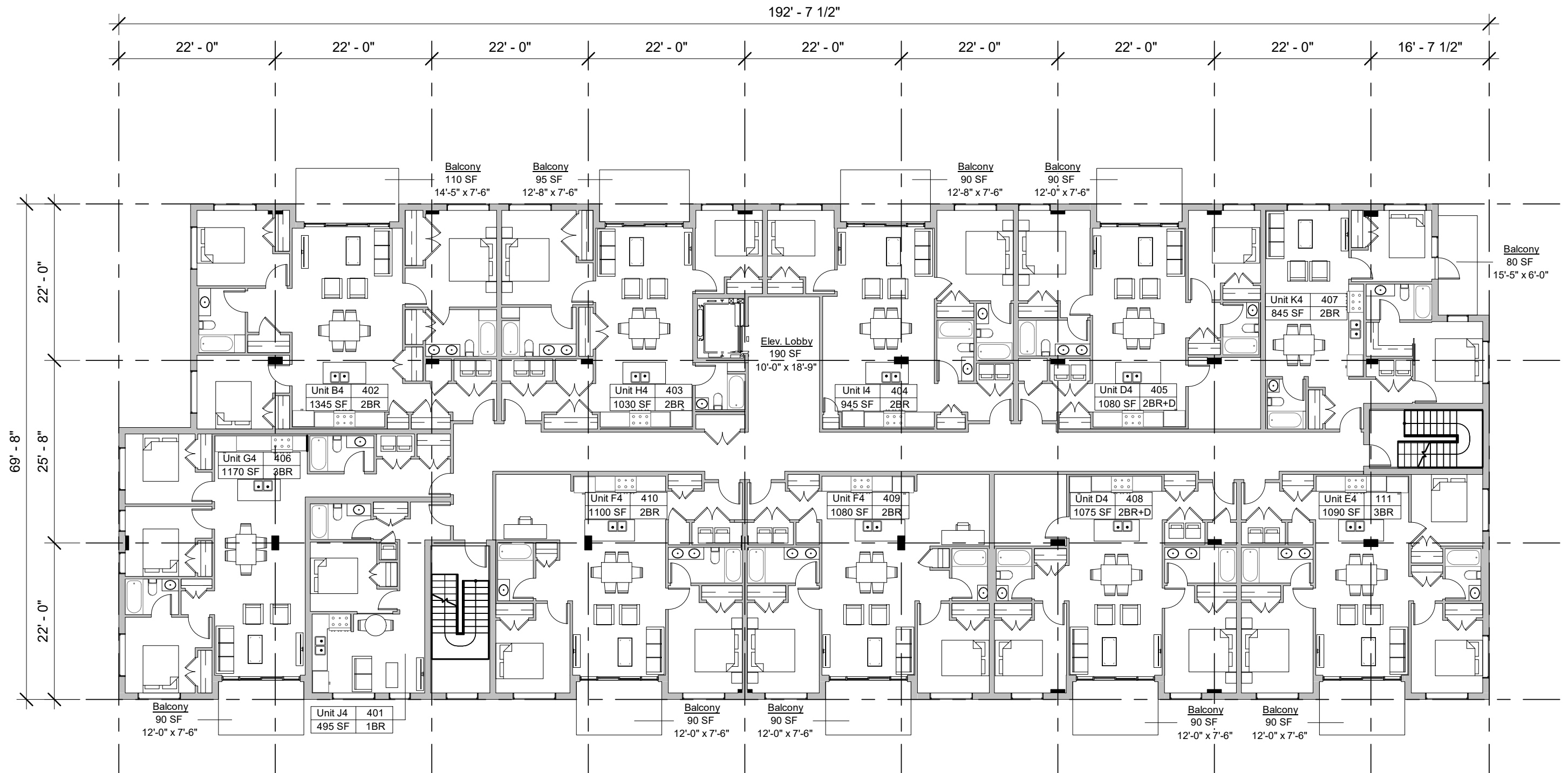












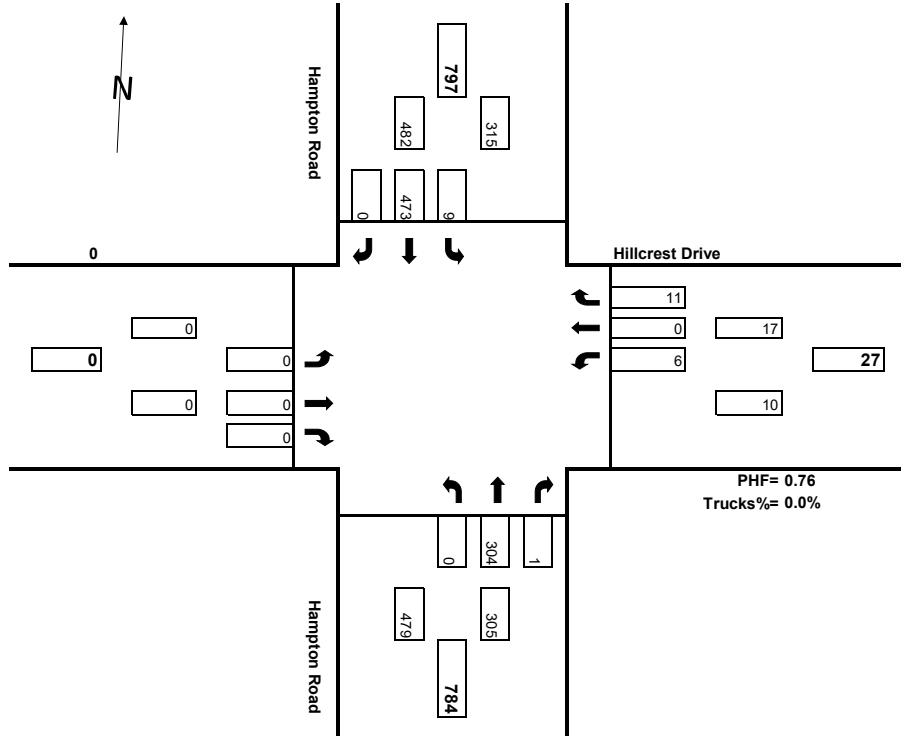
Appendix B: Traffic Count Data



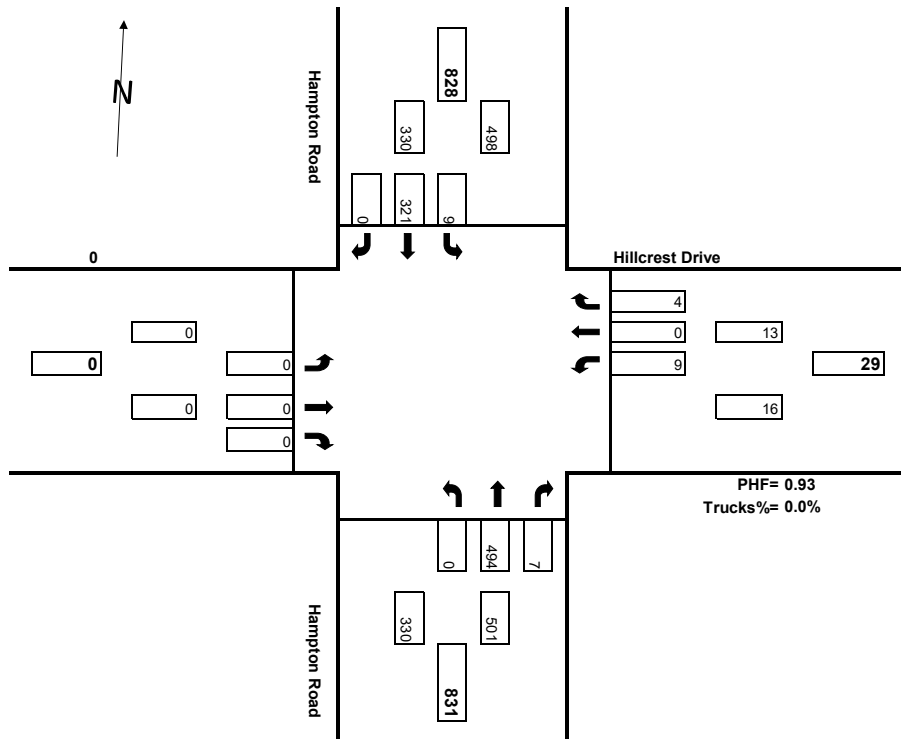
Traffic Count Summary AM and PM Peak Hours

Hampton Road/Hillcrest Drive

AM Peak Hour 08:15 - 09:15



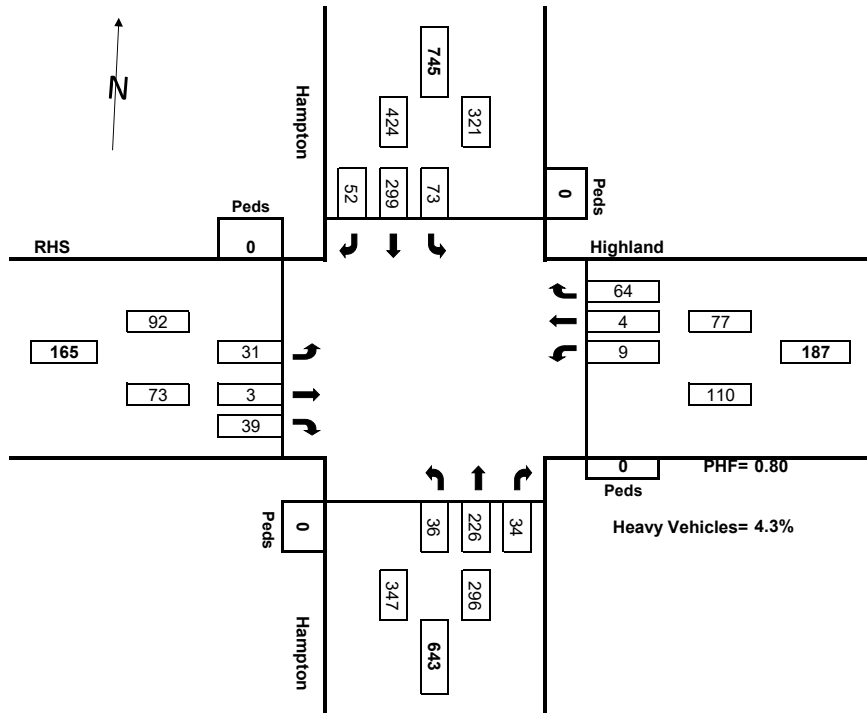
PM Peak Hour 16:00 - 17:00



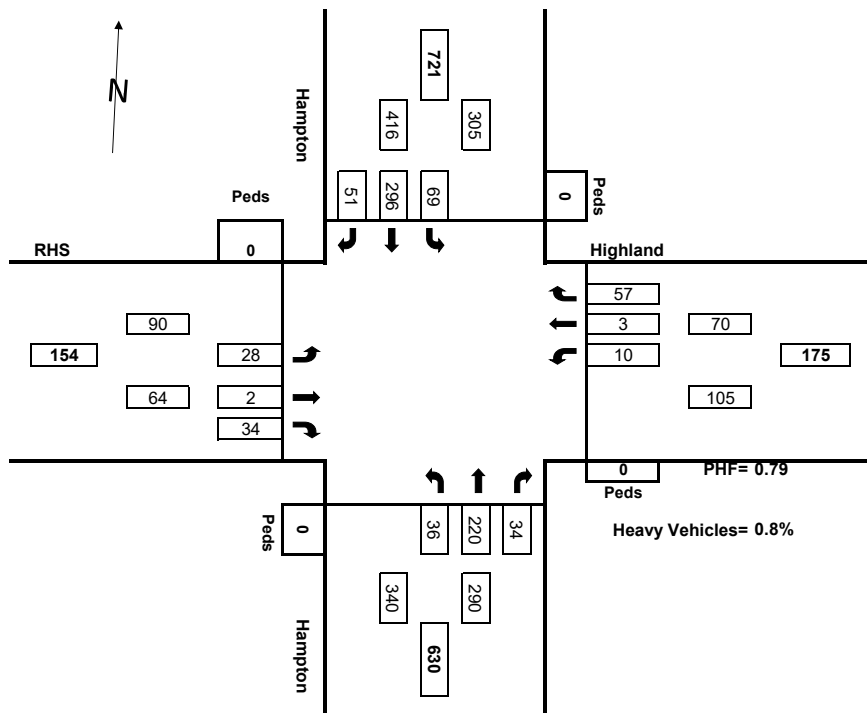
Traffic Count Summary AM and PM Peak Hours

Hampton @ Highland

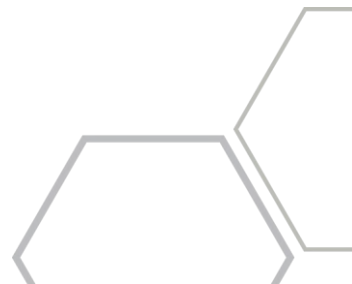
AM Peak Hour 07:45 - 08:45



PM Peak Hour 16:15 - 17:15



Appendix C: Level of Service Reports





Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Volume (veh/h)	40	4	50	12	5	82	46	289	44	93	383	67
Future Volume (Veh/h)	40	4	50	12	5	82	46	289	44	93	383	67
Sign Control		Stop			Stop			Free			Free	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80
Hourly flow rate (vph)	50	5	63	15	6	103	58	361	55	116	479	84
Pedestrians												
Lane Width (m)												
Walking Speed (m/s)												
Percent Blockage												
Right turn flare (veh)												
Median type												
Median storage veh												
Upstream signal (m)												
pX, platoon unblocked												
vC, conflicting volume	1364	1285	521	1323	1300	388	563			416		
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	1364	1285	521	1323	1300	388	563			416		
tC, single (s)	7.1	6.5	6.2	7.1	6.5	6.2	4.1			4.1		
tC, 2 stage (s)												
tF (s)	3.5	4.0	3.3	3.5	4.0	3.3	2.2			2.2		
p0 queue free %	45	96	89	85	96	84	94			90		
cM capacity (veh/h)	91	140	557	102	137	662	1013			1148		
Direction, Lane #												
	EB 1	WB 1	NB 1	SB 1								
Volume Total	118	124	474	679								
Volume Left	50	15	58	116								
Volume Right	63	103	55	84								
cSH	168	358	1013	1148								
Volume to Capacity	0.70	0.35	0.06	0.10								
Queue Length 95th (m)	33.7	12.1	1.5	2.7								
Control Delay (s)	65.3	20.3	1.7	2.5								
Lane LOS	F	C	A	A								
Approach Delay (s)	65.3	20.3	1.7	2.5								
Approach LOS	F	C										
Intersection Summary												
Average Delay			9.1									
Intersection Capacity Utilization			62.9%	ICU Level of Service						B		
Analysis Period (min)			15									



Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	14	26	353	2	14	431
Future Volume (Veh/h)	14	26	353	2	14	431
Sign Control	Stop		Free		Free	
Grade	0%		0%		0%	
Peak Hour Factor	0.76	0.76	0.76	0.76	0.76	0.76
Hourly flow rate (vph)	18	34	464	3	18	567
Pedestrians						
Lane Width (m)						
Walking Speed (m/s)						
Percent Blockage						
Right turn flare (veh)						
Median type			None		None	
Median storage veh						
Upstream signal (m)						
pX, platoon unblocked						
vC, conflicting volume	1068	466			467	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	1068	466			467	
tC, single (s)	6.4	6.2			4.1	
tC, 2 stage (s)						
tF (s)	3.5	3.3			2.2	
p0 queue free %	93	94			98	
cM capacity (veh/h)	241	597			1094	
Direction, Lane #	WB 1	NB 1	SB 1			
Volume Total	52	467	585			
Volume Left	18	0	18			
Volume Right	34	3	0			
cSH	395	1700	1094			
Volume to Capacity	0.13	0.27	0.02			
Queue Length 95th (m)	3.6	0.0	0.4			
Control Delay (s)	15.5	0.0	0.5			
Lane LOS	C		A			
Approach Delay (s)	15.5	0.0	0.5			
Approach LOS	C					
Intersection Summary						
Average Delay			1.0			
Intersection Capacity Utilization			44.0%		ICU Level of Service	A
Analysis Period (min)			15			



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Volume (veh/h)	35	3	43	13	4	71	45	375	43	86	370	64
Future Volume (Veh/h)	35	3	43	13	4	71	45	375	43	86	370	64
Sign Control		Stop			Stop			Free			Free	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Hourly flow rate (vph)	39	3	48	14	4	79	50	417	48	96	411	71
Pedestrians												
Lane Width (m)												
Walking Speed (m/s)												
Percent Blockage												
Right turn flare (veh)												
Median type												
Median storage veh												
Upstream signal (m)												
pX, platoon unblocked												
vC, conflicting volume	1260	1204	446	1229	1215	441	482			465		
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	1260	1204	446	1229	1215	441	482			465		
tC, single (s)	7.1	6.5	6.2	7.1	6.5	6.2	4.1			4.1		
tC, 2 stage (s)												
tF (s)	3.5	4.0	3.3	3.5	4.0	3.3	2.2			2.2		
p0 queue free %	66	98	92	89	97	87	95			91		
cM capacity (veh/h)	114	161	614	127	159	618	1086			1102		
Direction, Lane #	EB 1	WB 1	NB 1	SB 1								
Volume Total	90	97	515	578								
Volume Left	39	14	50	96								
Volume Right	48	79	48	71								
cSH	205	369	1086	1102								
Volume to Capacity	0.44	0.26	0.05	0.09								
Queue Length 95th (m)	16.4	8.3	1.2	2.3								
Control Delay (s)	35.6	18.2	1.3	2.3								
Lane LOS	E	C	A	A								
Approach Delay (s)	35.6	18.2	1.3	2.3								
Approach LOS	E	C										
Intersection Summary												
Average Delay			5.4									
Intersection Capacity Utilization			62.4%	ICU Level of Service						B		
Analysis Period (min)			15									



Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	17	8	455	17	21	405
Future Volume (Veh/h)	17	8	455	17	21	405
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)	18	9	489	18	23	435
Pedestrians						
Lane Width (m)						
Walking Speed (m/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	None			None		
Median storage veh						
Upstream signal (m)						
pX, platoon unblocked						
vC, conflicting volume	979	498			507	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	979	498			507	
tC, single (s)	6.4	6.2			4.1	
tC, 2 stage (s)						
tF (s)	3.5	3.3			2.2	
p0 queue free %	93	98			98	
cM capacity (veh/h)	271	572			1058	
Direction, Lane #	WB 1	NB 1	SB 1			
Volume Total	27	507	458			
Volume Left	18	0	23			
Volume Right	9	18	0			
cSH	329	1700	1058			
Volume to Capacity	0.08	0.30	0.02			
Queue Length 95th (m)	2.1	0.0	0.5			
Control Delay (s)	16.9	0.0	0.7			
Lane LOS	C		A			
Approach Delay (s)	16.9	0.0	0.7			
Approach LOS	C					
Intersection Summary						
Average Delay			0.8			
Intersection Capacity Utilization			48.4%	ICU Level of Service	A	
Analysis Period (min)			15			



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Volume (veh/h)	40	4	50	12	5	82	46	289	44	93	383	67
Future Volume (Veh/h)	40	4	50	12	5	82	46	289	44	93	383	67
Sign Control		Stop			Stop			Free			Free	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80
Hourly flow rate (vph)	54	5	67	16	7	110	62	387	59	124	512	90
Pedestrians												
Lane Width (m)												
Walking Speed (m/s)												
Percent Blockage												
Right turn flare (veh)												
Median type												
Median storage veh												
Upstream signal (m)												
pX, platoon unblocked												
vC, conflicting volume	1459	1375	557	1415	1390	416	602			446		
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	1459	1375	557	1415	1390	416	602			446		
tC, single (s)	7.1	6.5	6.2	7.1	6.5	6.2	4.1			4.1		
tC, 2 stage (s)												
tF (s)	3.5	4.0	3.3	3.5	4.0	3.3	2.2			2.2		
p0 queue free %	27	96	87	81	94	83	94			89		
cM capacity (veh/h)	74	122	532	85	119	638	980			1120		
Direction, Lane #												
	EB 1	WB 1	NB 1	SB 1								
Volume Total	126	133	508	726								
Volume Left	54	16	62	124								
Volume Right	67	110	59	90								
cSH	141	318	980	1120								
Volume to Capacity	0.89	0.42	0.06	0.11								
Queue Length 95th (m)	48.0	15.9	1.6	3.0								
Control Delay (s)	110.6	24.2	1.8	2.7								
Lane LOS	F	C	A	A								
Approach Delay (s)	110.6	24.2	1.8	2.7								
Approach LOS	F	C										
Intersection Summary												
Average Delay			13.4									
Intersection Capacity Utilization			66.3%	ICU Level of Service							C	
Analysis Period (min)			15									



Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	15	28	378	2	15	462
Future Volume (Veh/h)	15	28	378	2	15	462
Sign Control	Stop		Free		Free	
Grade	0%		0%		0%	
Peak Hour Factor	0.76	0.76	0.76	0.76	0.76	0.76
Hourly flow rate (vph)	20	37	497	3	20	608
Pedestrians						
Lane Width (m)						
Walking Speed (m/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	None			None		
Median storage veh						
Upstream signal (m)						
pX, platoon unblocked						
vC, conflicting volume	1146	498			500	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	1146	498			500	
tC, single (s)	6.4	6.2			4.1	
tC, 2 stage (s)						
tF (s)	3.5	3.3			2.2	
p0 queue free %	91	94			98	
cM capacity (veh/h)	216	572			1064	
Direction, Lane #	WB 1	NB 1	SB 1			
Volume Total	57	500	628			
Volume Left	20	0	20			
Volume Right	37	3	0			
cSH	362	1700	1064			
Volume to Capacity	0.16	0.29	0.02			
Queue Length 95th (m)	4.4	0.0	0.5			
Control Delay (s)	16.8	0.0	0.5			
Lane LOS	C		A			
Approach Delay (s)	16.8	0.0	0.5			
Approach LOS	C					
Intersection Summary						
Average Delay			1.1			
Intersection Capacity Utilization			46.4%		ICU Level of Service	A
Analysis Period (min)			15			



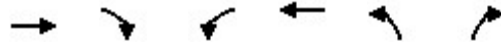
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Volume (veh/h)	35	3	43	13	4	71	45	375	43	86	370	64
Future Volume (Veh/h)	35	3	43	13	4	71	45	375	43	86	370	64
Sign Control		Stop			Stop			Free			Free	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Hourly flow rate (vph)	42	4	51	15	5	84	54	446	51	102	440	76
Pedestrians												
Lane Width (m)												
Walking Speed (m/s)												
Percent Blockage												
Right turn flare (veh)												
Median type												
Median storage veh												
Upstream signal (m)												
pX, platoon unblocked												
vC, conflicting volume	1348	1287	478	1314	1300	472	516			497		
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	1348	1287	478	1314	1300	472	516			497		
tC, single (s)	7.1	6.5	6.2	7.1	6.5	6.2	4.1			4.1		
tC, 2 stage (s)												
tF (s)	3.5	4.0	3.3	3.5	4.0	3.3	2.2			2.2		
p0 queue free %	56	97	91	86	96	86	95			90		
cM capacity (veh/h)	96	142	589	108	139	594	1055			1072		
Direction, Lane #												
	EB 1	WB 1	NB 1	SB 1								
Volume Total	97	104	551	618								
Volume Left	42	15	54	102								
Volume Right	51	84	51	76								
cSH	175	329	1055	1072								
Volume to Capacity	0.55	0.32	0.05	0.10								
Queue Length 95th (m)	23.0	10.6	1.3	2.5								
Control Delay (s)	48.3	20.9	1.4	2.4								
Lane LOS	E	C	A	A								
Approach Delay (s)	48.3	20.9	1.4	2.4								
Approach LOS	E	C										
Intersection Summary												
Average Delay			6.7									
Intersection Capacity Utilization			66.3%	ICU Level of Service						C		
Analysis Period (min)			15									



Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	18	9	488	18	23	434
Future Volume (Veh/h)	18	9	488	18	23	434
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)	19	10	525	19	25	467
Pedestrians						
Lane Width (m)						
Walking Speed (m/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	None			None		
Median storage veh						
Upstream signal (m)						
pX, platoon unblocked						
vC, conflicting volume	1052	534			544	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	1052	534			544	
tC, single (s)	6.4	6.2			4.1	
tC, 2 stage (s)						
tF (s)	3.5	3.3			2.2	
p0 queue free %	92	98			98	
cM capacity (veh/h)	245	546			1025	
Direction, Lane #	WB 1	NB 1	SB 1			
Volume Total	29	544	492			
Volume Left	19	0	25			
Volume Right	10	19	0			
cSH	302	1700	1025			
Volume to Capacity	0.10	0.32	0.02			
Queue Length 95th (m)	2.5	0.0	0.6			
Control Delay (s)	18.2	0.0	0.7			
Lane LOS	C		A			
Approach Delay (s)	18.2	0.0	0.7			
Approach LOS	C					
Intersection Summary						
Average Delay			0.8			
Intersection Capacity Utilization			51.6%	ICU Level of Service	A	
Analysis Period (min)			15			



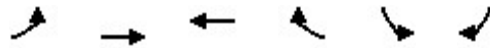
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Volume (veh/h)	43	4	54	14	5	89	49	314	47	101	411	72
Future Volume (Veh/h)	43	4	54	14	5	89	49	314	47	101	411	72
Sign Control		Stop			Stop			Free			Free	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80
Hourly flow rate (vph)	54	5	68	18	6	111	61	393	59	126	514	90
Pedestrians												
Lane Width (m)												
Walking Speed (m/s)												
Percent Blockage												
Right turn flare (veh)												
Median type												
Median storage veh												
Upstream signal (m)												
pX, platoon unblocked												
vC, conflicting volume	1470	1385	559	1426	1400	422	604			452		
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	1470	1385	559	1426	1400	422	604			452		
tC, single (s)	7.1	6.5	6.2	7.1	6.5	6.2	4.1			4.1		
tC, 2 stage (s)												
tF (s)	3.5	4.0	3.3	3.5	4.0	3.3	2.2			2.2		
p0 queue free %	26	96	87	78	95	82	94			89		
cM capacity (veh/h)	73	120	530	84	117	633	979			1114		
Direction, Lane #												
	EB 1	WB 1	NB 1	SB 1								
Volume Total	127	135	513	730								
Volume Left	54	18	61	126								
Volume Right	68	111	59	90								
cSH	140	306	979	1114								
Volume to Capacity	0.91	0.44	0.06	0.11								
Queue Length 95th (m)	49.1	17.3	1.6	3.1								
Control Delay (s)	114.5	25.8	1.7	2.7								
Lane LOS	F	D	A	A								
Approach Delay (s)	114.5	25.8	1.7	2.7								
Approach LOS	F	D										
Intersection Summary												
Average Delay			13.9									
Intersection Capacity Utilization			67.0%	ICU Level of Service							C	
Analysis Period (min)			15									



Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↩			↩	↩	
Traffic Volume (veh/h)	151	1	0	106	2	0
Future Volume (Veh/h)	151	1	0	106	2	0
Sign Control	Free			Free	Stop	
Grade	0%			0%	0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	164	1	0	115	2	0
Pedestrians						
Lane Width (m)						
Walking Speed (m/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	None			None		
Median storage (veh)						
Upstream signal (m)						
pX, platoon unblocked						
vC, conflicting volume			165		280	164
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol			165		280	164
tC, single (s)			4.1		6.4	6.2
tC, 2 stage (s)						
tF (s)			2.2		3.5	3.3
p0 queue free %			100		100	100
cM capacity (veh/h)			1413		710	880
Direction, Lane #	EB 1	WB 1	NB 1			
Volume Total	165	115	2			
Volume Left	0	0	2			
Volume Right	1	0	0			
cSH	1700	1413	710			
Volume to Capacity	0.10	0.00	0.00			
Queue Length 95th (m)	0.0	0.0	0.1			
Control Delay (s)	0.0	0.0	10.1			
Lane LOS			B			
Approach Delay (s)	0.0	0.0	10.1			
Approach LOS			B			
Intersection Summary						
Average Delay			0.1			
Intersection Capacity Utilization			18.0%	ICU Level of Service	A	
Analysis Period (min)			15			



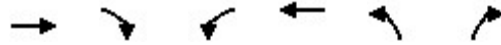
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	18	32	378	4	15	463
Future Volume (Veh/h)	18	32	378	4	15	463
Sign Control	Stop		Free		Free	
Grade	0%		0%		0%	
Peak Hour Factor	0.76	0.76	0.76	0.76	0.76	0.76
Hourly flow rate (vph)	24	42	497	5	20	609
Pedestrians						
Lane Width (m)						
Walking Speed (m/s)						
Percent Blockage						
Right turn flare (veh)						
Median type			None		None	
Median storage veh						
Upstream signal (m)						
pX, platoon unblocked						
vC, conflicting volume	1148	500			502	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	1148	500			502	
tC, single (s)	6.4	6.2			4.1	
tC, 2 stage (s)						
tF (s)	3.5	3.3			2.2	
p0 queue free %	89	93			98	
cM capacity (veh/h)	215	571			1062	
Direction, Lane #	WB 1	NB 1	SB 1			
Volume Total	66	502	629			
Volume Left	24	0	20			
Volume Right	42	5	0			
cSH	357	1700	1062			
Volume to Capacity	0.18	0.30	0.02			
Queue Length 95th (m)	5.3	0.0	0.5			
Control Delay (s)	17.4	0.0	0.5			
Lane LOS	C		A			
Approach Delay (s)	17.4	0.0	0.5			
Approach LOS	C					
Intersection Summary						
Average Delay			1.2			
Intersection Capacity Utilization			46.5%	ICU Level of Service	A	
Analysis Period (min)			15			



Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (veh/h)	2	17	43	1	1	7
Future Volume (Veh/h)	2	17	43	1	1	7
Sign Control		Free	Free		Stop	
Grade		0%	0%		0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	2	18	47	1	1	8
Pedestrians						
Lane Width (m)						
Walking Speed (m/s)						
Percent Blockage						
Right turn flare (veh)						
Median type		None	None			
Median storage (veh)						
Upstream signal (m)						
pX, platoon unblocked						
vC, conflicting volume	48				70	48
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	48				70	48
tC, single (s)	4.1				6.4	6.2
tC, 2 stage (s)						
tF (s)	2.2				3.5	3.3
p0 queue free %	100				100	99
cM capacity (veh/h)	1559				934	1022
Direction, Lane #	EB 1	WB 1	SB 1			
Volume Total	20	48	9			
Volume Left	2	0	1			
Volume Right	0	1	8			
cSH	1559	1700	1011			
Volume to Capacity	0.00	0.03	0.01			
Queue Length 95th (m)	0.0	0.0	0.2			
Control Delay (s)	0.7	0.0	8.6			
Lane LOS	A		A			
Approach Delay (s)	0.7	0.0	8.6			
Approach LOS			A			
Intersection Summary						
Average Delay			1.2			
Intersection Capacity Utilization			13.3%	ICU Level of Service	A	
Analysis Period (min)			15			



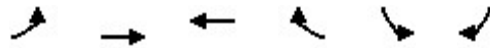
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Volume (veh/h)	38	3	46	14	4	77	48	404	47	93	401	93
Future Volume (Veh/h)	38	3	46	14	4	77	48	404	47	93	401	93
Sign Control		Stop			Stop			Free			Free	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Hourly flow rate (vph)	42	3	51	16	4	86	53	449	52	103	446	103
Pedestrians												
Lane Width (m)												
Walking Speed (m/s)												
Percent Blockage												
Right turn flare (veh)												
Median type												
Median storage veh												
Upstream signal (m)												
pX, platoon unblocked												
vC, conflicting volume	1372	1310	498	1337	1336	475	549			501		
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	1372	1310	498	1337	1336	475	549			501		
tC, single (s)	7.1	6.5	6.2	7.1	6.5	6.2	4.1			4.1		
tC, 2 stage (s)												
tF (s)	3.5	4.0	3.3	3.5	4.0	3.3	2.2			2.2		
p0 queue free %	54	98	91	85	97	85	95			90		
cM capacity (veh/h)	92	137	575	104	132	592	1026			1068		
Direction, Lane #												
	EB 1	WB 1	NB 1	SB 1								
Volume Total	96	106	554	652								
Volume Left	42	16	53	103								
Volume Right	51	86	52	103								
cSH	169	322	1026	1068								
Volume to Capacity	0.57	0.33	0.05	0.10								
Queue Length 95th (m)	23.7	11.2	1.3	2.6								
Control Delay (s)	51.0	21.5	1.4	2.4								
Lane LOS	F	C	A	A								
Approach Delay (s)	51.0	21.5	1.4	2.4								
Approach LOS	F	C										
Intersection Summary												
Average Delay			6.8									
Intersection Capacity Utilization			68.5%	ICU Level of Service						C		
Analysis Period (min)			15									



Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Volume (veh/h)	141	2	0	94	1	0
Future Volume (Veh/h)	141	2	0	94	1	0
Sign Control	Free			Free	Stop	
Grade	0%			0%	0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	153	2	0	102	1	0
Pedestrians					141	
Lane Width (m)					3.6	
Walking Speed (m/s)					1.2	
Percent Blockage					12	
Right turn flare (veh)						
Median type	None			None		
Median storage veh						
Upstream signal (m)						
pX, platoon unblocked						
vC, conflicting volume			296		397	295
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol			296		397	295
tC, single (s)			4.1		6.4	6.2
tC, 2 stage (s)						
tF (s)			2.2		3.5	3.3
p0 queue free %			100		100	100
cM capacity (veh/h)			1117		537	657
Direction, Lane #	EB 1	WB 1	NB 1			
Volume Total	155	102	1			
Volume Left	0	0	1			
Volume Right	2	0	0			
cSH	1700	1117	537			
Volume to Capacity	0.09	0.00	0.00			
Queue Length 95th (m)	0.0	0.0	0.0			
Control Delay (s)	0.0	0.0	11.7			
Lane LOS			B			
Approach Delay (s)	0.0	0.0	11.7			
Approach LOS			B			
Intersection Summary						
Average Delay			0.0			
Intersection Capacity Utilization			23.3%	ICU Level of Service	A	
Analysis Period (min)			15			



Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	21	11	488	20	27	434
Future Volume (Veh/h)	21	11	488	20	27	434
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)	23	12	525	22	29	467
Pedestrians						
Lane Width (m)						
Walking Speed (m/s)						
Percent Blockage						
Right turn flare (veh)						
Median type			None		None	
Median storage veh						
Upstream signal (m)						
pX, platoon unblocked						
vC, conflicting volume	1061	536			547	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	1061	536			547	
tC, single (s)	6.4	6.2			4.1	
tC, 2 stage (s)						
tF (s)	3.5	3.3			2.2	
p0 queue free %	90	98			97	
cM capacity (veh/h)	241	545			1022	
Direction, Lane #	WB 1	NB 1	SB 1			
Volume Total	35	547	496			
Volume Left	23	0	29			
Volume Right	12	22	0			
cSH	298	1700	1022			
Volume to Capacity	0.12	0.32	0.03			
Queue Length 95th (m)	3.2	0.0	0.7			
Control Delay (s)	18.7	0.0	0.8			
Lane LOS	C		A			
Approach Delay (s)	18.7	0.0	0.8			
Approach LOS	C					
Intersection Summary						
Average Delay			1.0			
Intersection Capacity Utilization			55.0%	ICU Level of Service		A
Analysis Period (min)			15			



Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (veh/h)	6	41	27	3	1	5
Future Volume (Veh/h)	6	41	27	3	1	5
Sign Control		Free	Free		Stop	
Grade		0%	0%		0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	7	45	29	3	1	5
Pedestrians						
Lane Width (m)						
Walking Speed (m/s)						
Percent Blockage						
Right turn flare (veh)						
Median type		None	None			
Median storage (veh)						
Upstream signal (m)						
pX, platoon unblocked						
vC, conflicting volume	32				90	30
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	32				90	30
tC, single (s)	4.1				6.4	6.2
tC, 2 stage (s)						
tF (s)	2.2				3.5	3.3
p0 queue free %	100				100	100
cM capacity (veh/h)	1580				907	1044
Direction, Lane #	EB 1	WB 1	SB 1			
Volume Total	52	32	6			
Volume Left	7	0	1			
Volume Right	0	3	5			
cSH	1580	1700	1018			
Volume to Capacity	0.00	0.02	0.01			
Queue Length 95th (m)	0.1	0.0	0.1			
Control Delay (s)	1.0	0.0	8.6			
Lane LOS	A		A			
Approach Delay (s)	1.0	0.0	8.6			
Approach LOS			A			
Intersection Summary						
Average Delay			1.2			
Intersection Capacity Utilization			17.2%	ICU Level of Service	A	
Analysis Period (min)			15			

Appendix D: Signal Warrant Worksheet





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

Main Street (name)	Hampton Rd	Direction (EW or NS)	NS	Road Authority:	Town of Rothesay
Side Street (name)	Highland Ave	Direction (EW or NS)	EW	City:	Rothesay
Quadrant / Int #		Comments	2028 without Development	Analysis Date:	2021 May 06, Thu
for Warrant Calculation Results, please hit 'Page Down'	CHECK SHEET			Count Date:	2021 Apr 27, Tue
				Date Entry Format:	(yyyy-mm-dd)

Lane Configuration	Excl LT	Th & LT	Through	Th-RT+LT	Th & RT	Excl RT	RT Channelization (y/n)	Upstream Signal (m)	# of Thru Lanes	LT Phase Type	RTOR Allowed (y/n)	Actuated Thru Phase
Hampton Rd NB				1				1,000	1	perm	y	y
Hampton Rd SB				1				550	1	perm	y	y
Highland Ave WB				1				1,000	1	perm	y	y
Highland Ave EB				1				1,000	1	perm	y	y

Saturation Flow Rates (if not default) (vphpl)	Default Saturation Flow Rates (vphpl)
Left Turn	1,650
Through	1,800
Right Turn	1,500

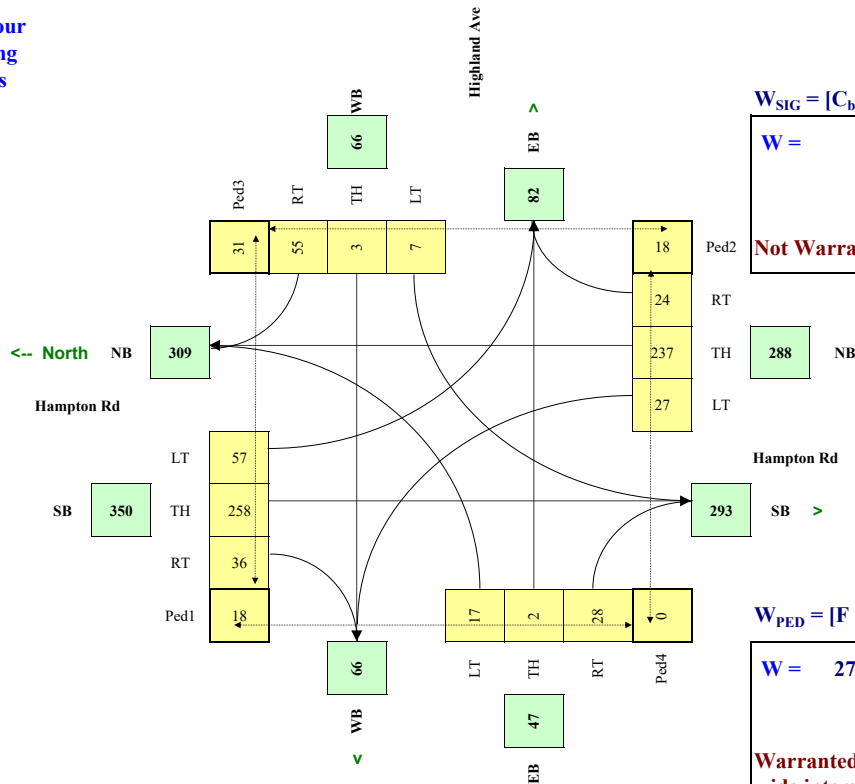
- Are the Highland Ave WB right turns significantly impeded by through movements? (y/n) n
- Are the Highland Ave EB right turns significantly impeded by through movements? (y/n) n
- Are the Hampton Rd NB right turns significantly impeded by through movements? (y/n) n
- Are the Hampton Rd SB right turns significantly impeded by through movements? (y/n) n

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

Other input	Speed (Km/h)	Truck % (y/n)	Bus Rt (m)	Median (m)
Hampton Rd NS	50	2.0%	n	0.0
Highland Ave EW	40	2.0%	n	0.0

Set Peak Hours	Ped1				Ped2				Ped3				Ped4			
	NS	NS	EW	EW	NS	NS	EW	EW	NS	NS	EW	EW	NS	NS	EW	EW
Traffic Input	NB				SB				WB				EB			
	LT	Th	RT		LT	Th	RT	LT	Th	RT	LT	Th	RT	LT	Th	RT
7:00 - 8:00	26	228	35		83	326	40	9	2	72	16	2	28	20	20	40
	24	194	6		14	167	26	3	4	18	33	3	28	20	20	40
	30	177	30		73	271	39	9	4	77	4	0	29	20	20	30
	32	189	32		78	291	43	9	5	84	5	0	30	20	20	30
	26	330	35		77	322	39	10	2	63	14	1	24	15	15	30
	24	303	6		14	168	26	4	3	17	32	3	27	15	15	15
Total (6-hour peak)	162	1,421	144		339	1,545	213	44	20	331	104	9	166	110	110	185
Average (6-hour peak)	27	237	24		57	258	36	7	3	55	17	2	28	18	18	31
	Actual Pedestrian Crossing Distance (m)												7.0	11.0	17.0	

Average 6-hour Peak Turning Movements



$$W_{SIG} = [C_{bt}(X_{y-v}) / K_1 + (F(X_{y-p}) L) / K_2] \times C_i$$

W =	53	29	24
		Veh	Ped

Not Warranted - Vs < 75

RESET SHEET

$$W_{PED} = [F((X_{ped_m})d_m / K_2) + (X_{ped_s})d_s / K_3]$$

W =	27
-----	----

Warranted - Actuated Side St and wide intersection

506.433.4427 (Sussex)
506.652.1522 (Saint John)
info@dmse.ca
www.dmse.ca

2022 April 25 Highland/Hillcrest Public Hearing FINAL 174



Ref: 20010-WaterDemands

November 23, 2021

Mr. McLean,

Re: 4 Hillcrest Drive - Water Demands - Luke Moffett

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 4 Hillcrest Drive.

We understand the proposed development is a 4 story building. There are 40 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 985gpm, and for limited combustible construction a peak demand of 1116gpm.

We can then calculate the peak domestic demands for the building. 40 residential units create a max hourly demand of 19gpm.

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 1135gpm (1116gpm+19gpm), 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 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
info@dmse.com

Fire Flow Calculations
20010 Hilcrest

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 tyoe of construction

A= Total floor area (m²)

Part 1: Determining an Esitmate 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 immediatley above them.

$$A = 1157.8 + 1157.8 + 1157.8 \cdot 0.5 = 2894.5 \text{ m}^2 \quad (\text{This assumes ground floor parking is ignored as it is at least 50\% buried})$$

$$F = 7101.67 \text{ LPM}$$

Part 2: Reduction for Non-Combustible or Limited Combustible

For Non-Combustible (-25%) **F= 5326.26 LPM**

For Limited Combustible (-15%) **F= 6036.42 LPM**

Part 3: Reduction for Sprinklers (-30%)

For Non-Combustible **F= 3728.38 LPM**

For Limited Combustible **F= 4225.50 LPM**

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

985.0 GPM
1116.4 GPM

Note: The are additional reductions related to sprinklers therefore this should be considered a consetvative flow rate

Domestic Demand Calculations

20010 Hilcrest

Units	40 Units
Population	100 Persons (2.5 people/unit)
Site area	N/A m ²

Domestic Demands

Average Daily Demand	410 L/person		
Max daily demand	680 L/person		
Max hourly demand	1025 L/person		
Avg Day	0.475 l/s	28.5 l/min	7.5 Gal/min (US)
Max day	0.787 l/s	47.2 l/min	12.5 Gal/min (US)
Max hour	1.186 l/s	71.2 l/min	18.8 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
info@dmse.com

Project:	Luke Moffett
Date:	November 23, 2021
Location:	Hillcrest Drive, Rothesay

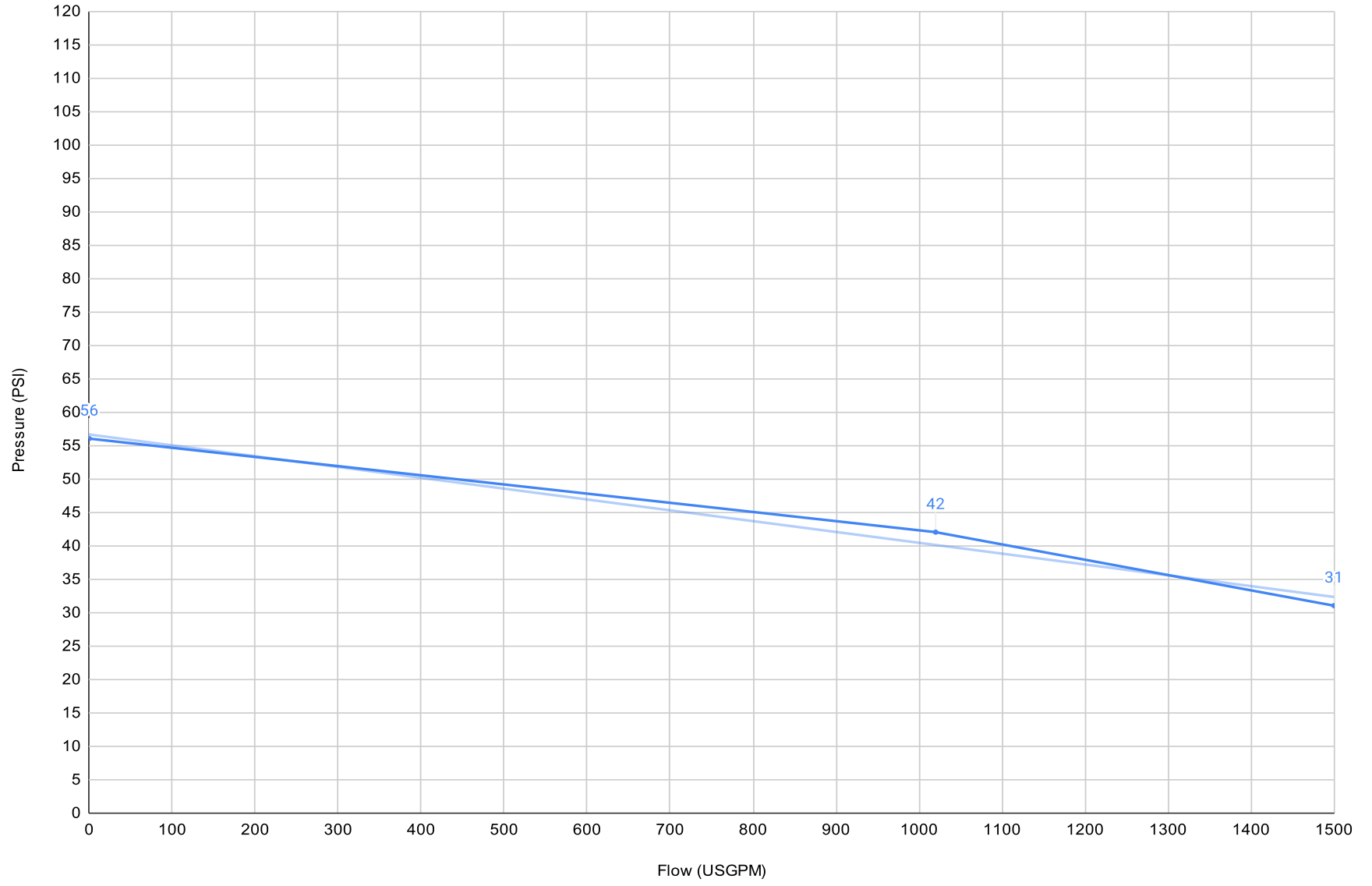


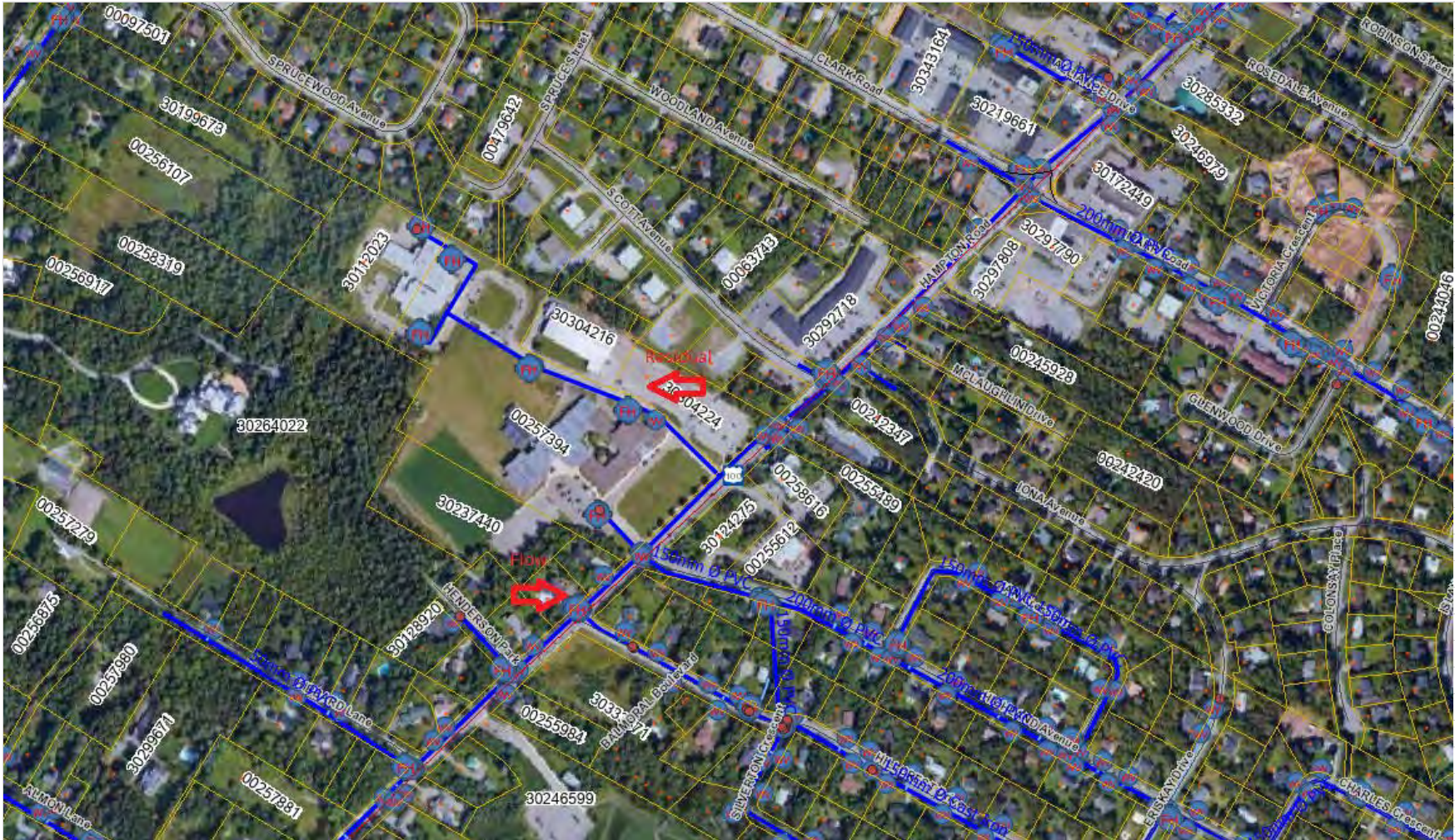
System Info:	
Pipe size:	200mm
Looped:	Yes
Notes:	

Test Data:	
Residual Hydrant:	Northeast of Rothesay High School
Flow Hydrant:	Intersection of Hillcrest & Hampton Roads
Static pressure:	56 psi
Time of Test:	9:50 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	56
1	1	2.5	39	1020	1020	42
2	2	2.5	21	750	1500	31
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







Proposed New Multi-Family Development

**With Potential For Affordable, Age Friendly ,
Family Friendly , and Net Zero Sustainable
Units**

PAC PRESENTATION

**Highland Suites
by Bespoke Residences Inc.**

February 2022

December Proposal: 41 new units in building with 4 Net Zero Units



Revised Roof & 4 Net Zero Units

Variances	None / No new roads / Within height restrictions / Aligned with R5 of new Municipal Plan
Units	41 new residential units while maintaining two existing residential single-family houses, 1 Fitness Unit, 1 Social Room Unit. (43 Units)
Location	Corner of Hampton Road and Highland Avenue
Architect	ZZAP Architecture and Planning For Conceptual
Project Status	Conceptual Design Completed – Submission for review to Municipality for Planning Advisory Submission Package submitted in July 2021 (Geotechnical, survey, elevations, rendering, traffic impact study, shadow study, conceptual suite layouts).

Bespoke Suites believes that integrated housing is a collaborative win. Through its collaboration with the team, the Town of Rothesay, and CMHC the development would be a positive development for the community.

What is Net Zero ? A Net Zero Home produces as much energy as it consumes and is up to 80% more energy efficient than home built to conventional standards.

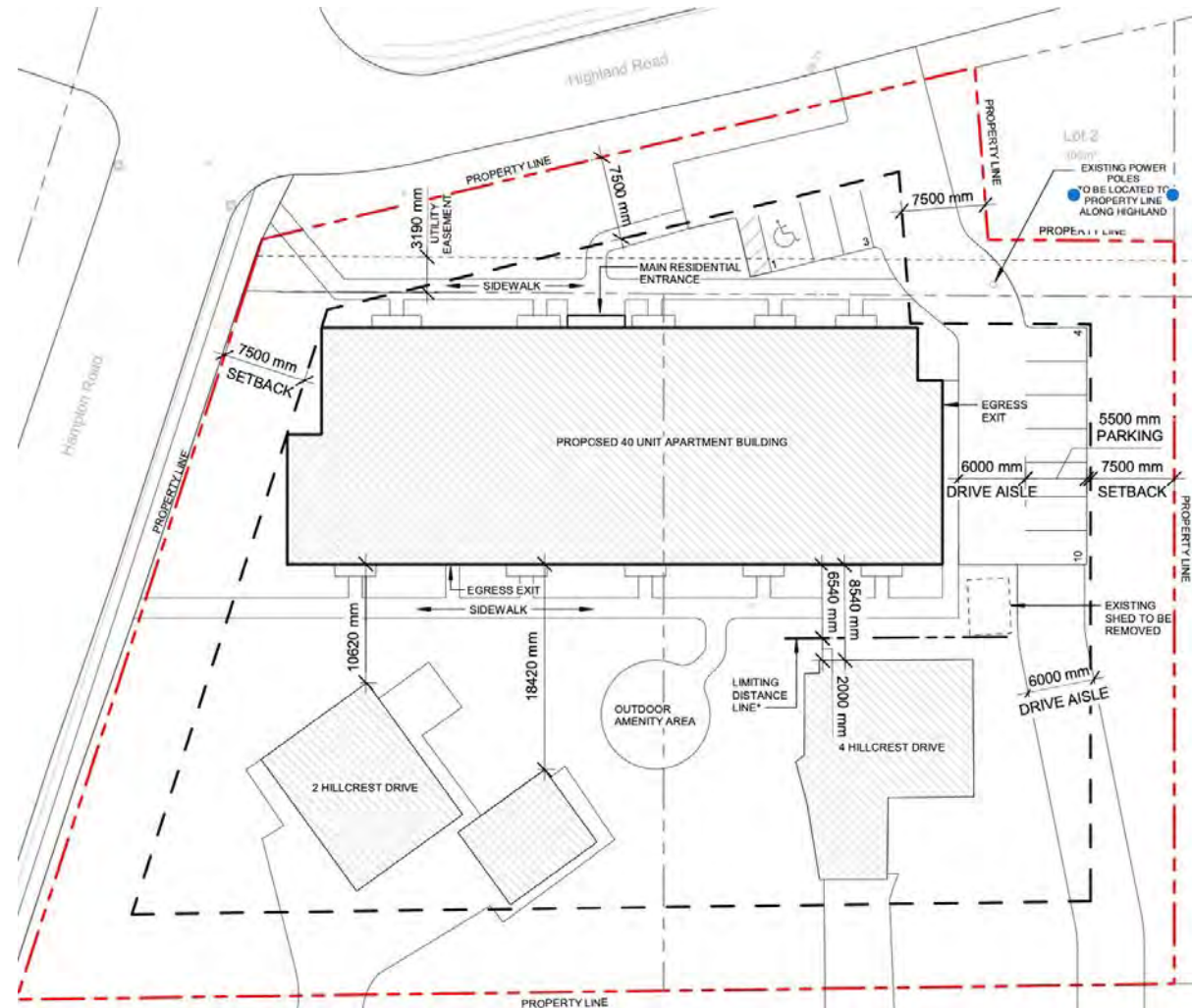
How? Our plan is to work with an Engineering Firm and The Smart Energy Company™ of Quispamsis to design and install solar panels on the roof to provide enough power for three units in the building.

Why? Good for the environment
Based on the policy it makes the incentive work.

Rating ERS allows for MURBs to be rated on either a whole building approach or a unit by unit approach.

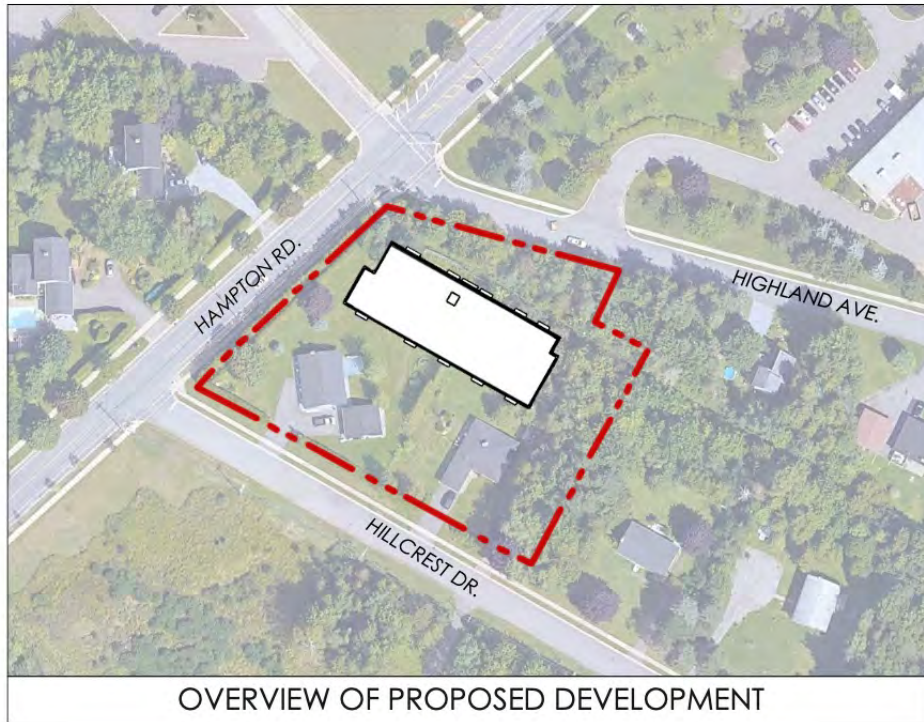


- The site is in the transitional area from institutional / green space to residential.
- Designed based on R4 setbacks and requires no variances and aligned with R5 within new Municipal Plan.
- Site is surrounded by three streets that all have sidewalks for enhanced walkability
- Within 60 meters of public transportation.
- Across the street from the Hive located at Rothesay town hall, Rothesay High School and Central Park Condos.
- Surface level parking access from Highland Avenue with underground parking access from Hillcrest.

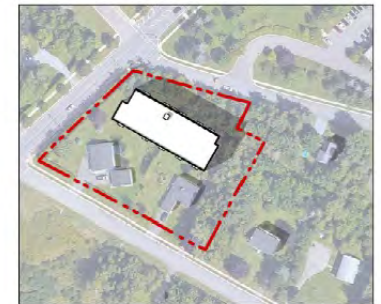




Overview of Shadow Study



SEPTEMBER 21ST



This is the best location for the building from a shadow study perspective.

C:\Users\Ame\OneDrive\Zoske\Architecture & Planning\Projects - 2021\Projects\21-079 Moffett\Highland and Hillcrest\5_ARCH\21-079_5016_Shadow Study\layout\Fig21-079_Shadow Study/Layout



CLIENT

LUKE MOFFETT

PROJECT



UNIT APARTMENT BUILDING
Rothsay, NB

DRAWING

SHADOW STUDY

PROJECT NO. 21-079

DRAWN BY: EM

ISSUED FOR DA

DATE: July 16, 2021

SCHEDULE

C10



CMHC has been recognized as the “Gold Standard” for age friendly and affordable housing. It has published studies on the importance of adding affordable and age friendly units. More importantly it has published the results that the **location and building attributes also make up large components of the beneficial social outcomes** and established targeted criteria in its co-investment program to assess the strength of the location and application. This specific project location achieves many of the target attributes sought after by CMHC’s established criteria. CMHC also recognizes Net Zero has beneficial to its sustainability scoring.



Accessible Units

Two full universal design units with elevator accessibility and underground parking and access to sidewalks to connect to community



Primary Business District

Location is between the municipalities two main commercial streets and 135 Meters from one.



Doctor Office

Local stop is less than 0.5 km from the proposed project aligned with CMHC’s ideal distance of within 1 km.



Public Parks

Local stop is within 0.5 km, aligned with CMHC’s ideal distance of within 1 KM.



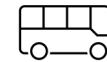
Day Cares

Daycares within 0.5 km aligned with CMHC’s ideal distance of 1.5



Schools

Three schools (elementary, middle, and high school) within 0.5 KM, aligned with CMHC’s ideal distance of 1.5KM.



Public Transportation

Local stop is less than 100 m (CMHC threshold is 1 KM)



Walkability

Location is connected to town sidewalks and has green space walking trails within 10M (CMHC threshold is 1 KM)



Library

Public library is within 2.3 km exceeding CMHC’s ideal preference of 1.5 km.



Grocery

Grocery location is within than 0.7 km aligned with CMHC’s preference of less than 1k



Pharmacy

Four pharmacies within 0.5 KM aligned with CMHC’s ideal distance of 1 KM.

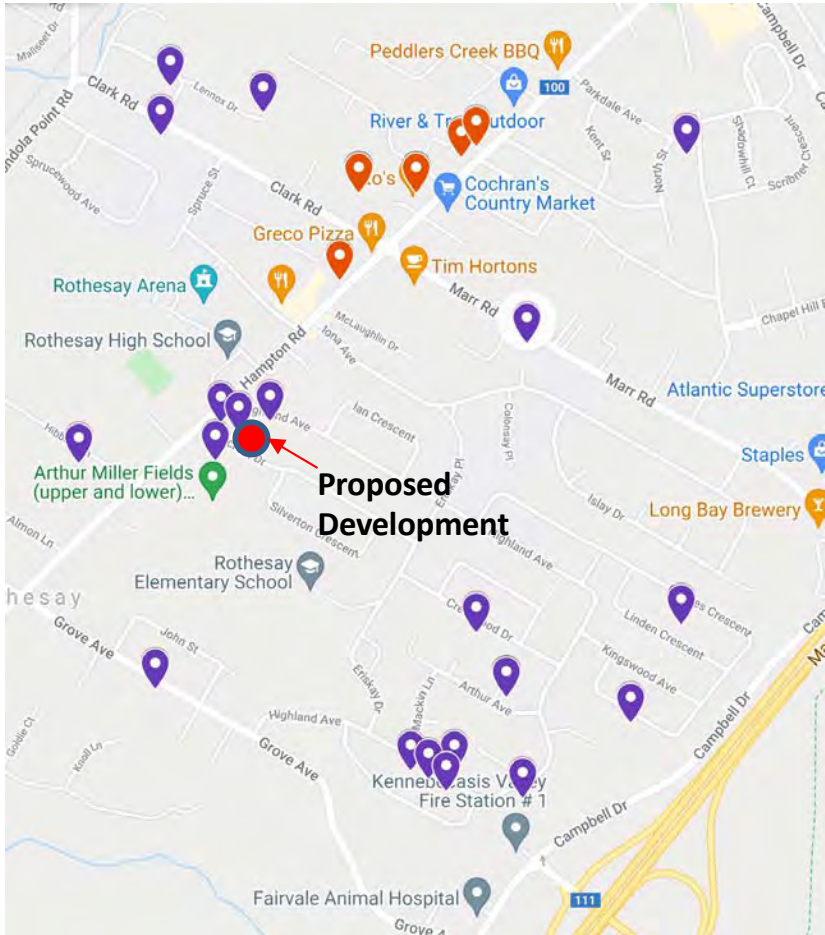


Integrated Housing

24% integrated age friendly and affordable housing units

THIS IS AN IDEAL INFILL LOCATION FOR AFFORDABLE AND AGE FRIENDLY UNITS BASED ON CMHC IDENTIFIED CRITERIA

As part of our public engagement and market assessment, we shared an overview of the rendering, elevations, traffic impact study, site plan, objectives and general overview which was received positively.



We have performed community engagement and received over 35 signatures from residents and small businesses that include:

- *Seniors*
- *Young families*
- *Low to medium income families*
- *Tenants*
- *Tenants of older apartment buildings*
- *Real estate professionals that include*
 - *Architects,*
 - *Appraiser,*
 - *Agents, and*
 - *Developers*
- *Empty Nester Professionals*
- *Neighbors*
- *Surrounding community*
- *Small businesses*

Dear: Director of Town Planning & Development Officer, Planning Advisory Council, and Town Council

I advocate support for the rezoning application for a 40 unit high density residential development as proposed at the corner of Hampton Road and Highland Avenue. The site provides unique potential for the town of Rothesay to strategically advance its affordable housing goals, add condo style apartments and add new residential units that align with the towns new 2020 Municipal Plan bylaw. With many facing increasing financial pressures due to low inventory, increasing home prices, and recovery from the pandemic, this project makes a lot of sense. The diversity of housing options in this attractive location is a well sought out development.

I support the architecture style as what would be expected in new development for this location. City staff recommendations that include incorporating affordable housing and sustainable units demonstrates the Municipality's commitment to its Plan are to be applauded, as is the developer's ability to consolidate the parcels and analyze the highest and best land use/zoning with the goal of increasing the development potential of the property while incorporating the objectives of the new Plan.

This project would provide important increased density near our schools, recreational facilities, and small businesses. Our young professionals, families, retirees, empty nesters, new community members all need housing options that align with their life stage. Providing higher-density with a mix of one-, two- and three-bedroom multi-family housing inventory will ensure that the individuals who help create the fabric of our community will have a place to live nearby.



Signature	Print Name	Address
	Todd Cormier	71 Highland Ave
	DOUG Folkins	26 Scaril RD
	Luke Moffett	76 Highland Avenue
	Casey Hoogveen	26 Chapel Road
	Gwen Hoogveen	26 Chapel Road
	Shelley Cormier	71 Highland Ave Rotheray

Signature	Print Name	Address
	Kevin Fudge	66 Highland Avenue

Community will have a place to live nearby.

Signature	Print Name	Address
	Jeremy Pearson	42 Elizabeth Pkwy, Rotheray, NB
	Catherine Pearson	42 Elizabeth Pkwy, Rotheray, NS

Signature	Print Name	Address
	Alison Nice	30 Hare Rd.
	Jean-Na Hart-Godfrey	10 Linden Crescent
	Freda Cochrane	10 Linden Crescent
	ANISSA HASSAN	1 USHER COURT
	Danielle Mercier	1 Usher Court

Signature	Print Name	Address
	Bill McKay	20 Partridge Rd, Rotheray
	Savannah Hebert	30 Marr Rd, Rotheray
	Olivia Gargandis	20 Edie Dr, Rotheray
	Julie Clark	111 Hampton Rd, Rotheray
	Julie Mercer ^(manager)	40 salmon creek RD
	Brady Corbett	16 Clark Road
	Megan Urquhart	23 Lennox Dr. Rotheray

Signature	Print Name	Address
	Justyn Auld	4 Hillcrest Dr
	DUSTIN RANKIN	4 Hillcrest Dr
	Joe Allison	101 Appleby Dr.

Signature	Print Name	Address
	Andrew McKay	380 Medel Farm Rd.
	NOREEN RUSSELL	2 Baltimore Blvd.
	Adam Dickinson	9 Crestwood Drive

Signature	Print Name	Address
	Tim & Ry Ann	11 Hillbend Lane



Dear: Director of Town Planning & Development Officer, Planning Advisory Council, and Town Council

I am writing this letter in support of the proposed high-density development at the corner of Highland Avenue and Hampton Road. As a small Rothesay based business located on Hampton Road, this is exactly the type of residential development we need on an undeveloped, under-utilized property. It is dense, compact, attractive, and consistent with the quality of the surrounding properties.

Additionally, the mix of one, two and three -bedroom apartments will not only bring additional vitality to our main street, but it will also help to fulfill existing market demand for this product.

I believe this type of development will attract precisely what the area needs to continue moving forward while maintaining a healthy respect for the history and sense of place that currently exist.

Signature	Print Name	Address
	STEVEN WILLIAMS	31 Kingshead Lane, Pitlochry
	STEVE RUSSELL	Fochren - 43 Clark Rd
	Alex Kierpaterson	Cheselmed 93 Hampton Rd
	Kelly Hae	123 Hampton Rd.
	Pauline Teckow	47 Clark Rd
	Julie Mercer	11 Hampton Rd (Vites)

Rezoning Application Highland & Hillcrest

Proposed 40 Apartment Unit Building and 2 single-family homes





High Density Residential is to be located in Rothesay in designated areas



High Density



Commercial

Highland Avenue & Hillcrest Drive



Town Hall

School

High School

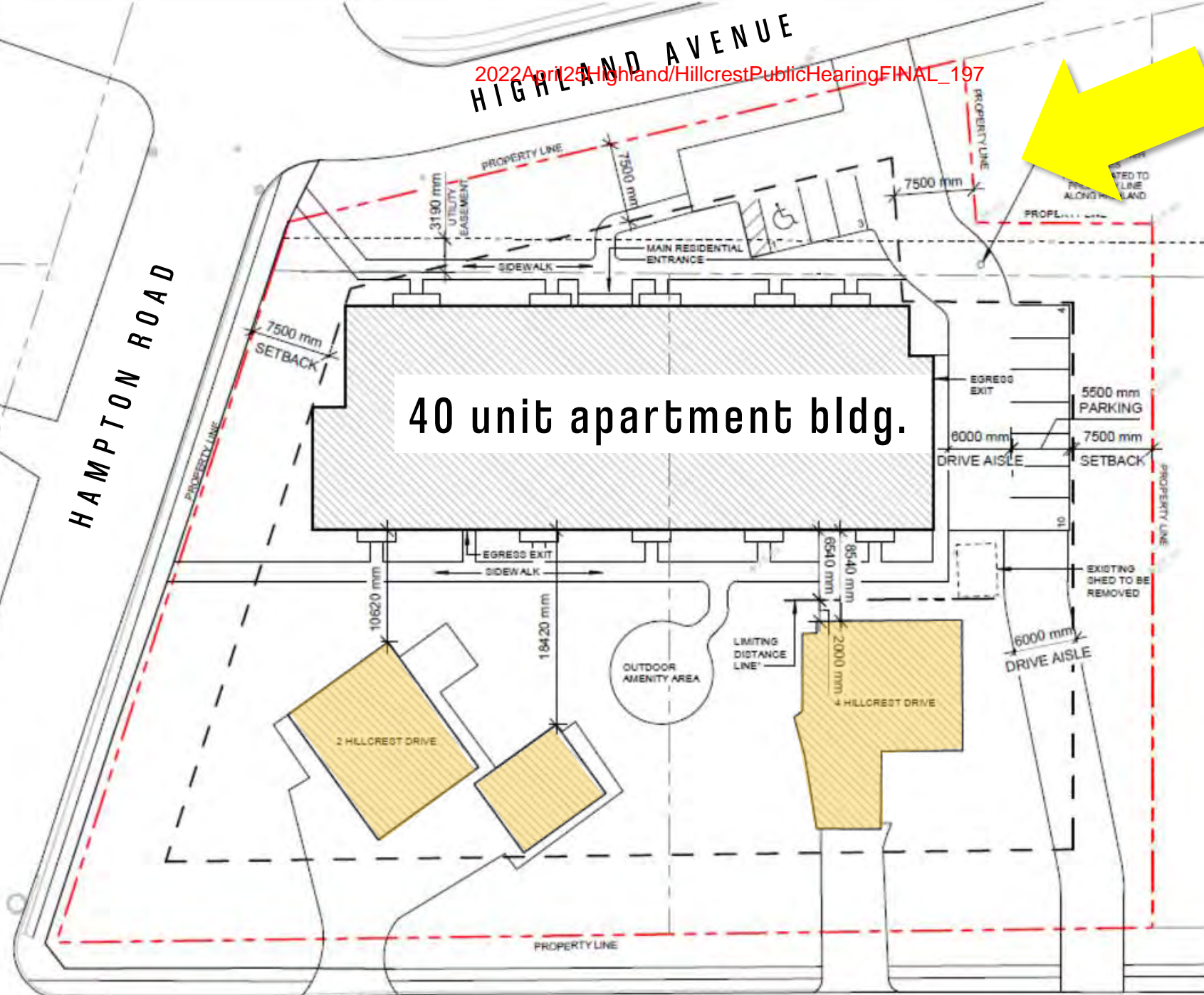
Condos



HAMPTON ROAD

HIGHLAND AVENUE

40 unit apartment bldg.



LEGEND

PROPERTY LINE (EXISTING)	---
PROPERTY LINE (CONSOLIDATED)	- - - -
SETBACKS	— — — —
UTILITY EASEMENT	- - - - -
LIMITING DISTANCE LINE	— — — —

*ESTABLISHED FROM DITE 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.



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.



**PAC
Support**



**Staff
Do Not
Support**

6751.79m² (1.67 acres) of land

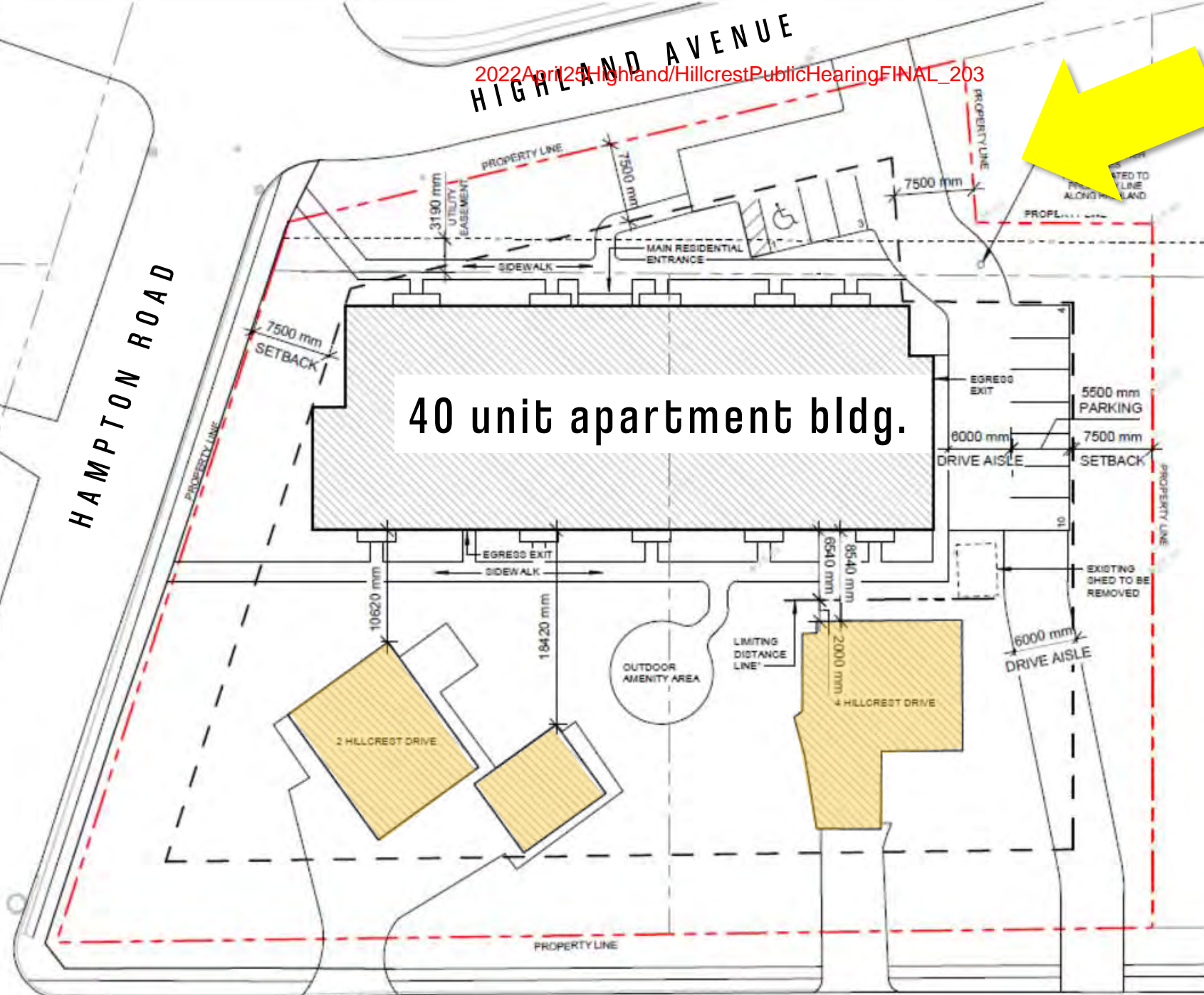
- Designated for HIGH DENSITY RESIDENTIAL USES
- Rezoning would permit 1 apartment per 200 square meters of land.
 - 34 units maximum
- Density Bonus maximum 20% (affordable/accessible) - (+7 units)
- MAX NUMBER OF UNITS 41
 - (40apts + 2 Homes) = 1 unit over the maximum



HAMPTON ROAD

HIGHLAND AVENUE

40 unit apartment bldg.



LEGEND

PROPERTY LINE (EXISTING)	---
PROPERTY LINE (CONSOLIDATED)	- - - -
SETBACKS	---
UTILITY EASEMENT	----
LIMITING DISTANCE LINE	---

*ESTABLISHED FROM DITE 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.

SINGLE FAMILY DWELLINGS

- The proposed apartment building is located too close to the existing homes.
- The apartment building will impose on the quality and quantity of the rear yard open space for occupants of 2 and 4 Hillcrest Drive.



MEASURED INCREASE OF DENSITY TOWARD HAMPTON ROAD

INCOMPATIBLE DENSITY

Although designated for high density residential the project does not reinforce the character of the neighbourhood and increases the density in a manner which would prove to be **too dense for the location.**

70% increase in density over the Central Park condominium development.

Staff are concerned that this increase would have a negative impact on neighborhood character.

ARCHITECTURE

- The proposed design despite the modifications remains largely of a large flat roof building.
- The overall bulk of the building and architectural quality of the proposed building does not reflect the general character of the neighbourhood.



STAFF ANALYSIS:

- Density bonus policies are not entitlements.
- Projects should compliment our neighbourhoods by reinforcing the established character of buildings in the neighbourhood.

SUMMARY

Staff do not support the project as presented.



Staff Recommended Changes

1. remove the 2 single family homes (2 and 4 Hillcrest Drive) from the proposal;
2. reduce the apartment building height to 3 stories;
and
3. revise the building architecture to include a peaked roof design.

2022April25Highland/HillcrestPublicHearingFINAL_212

From: [D Hudson](#)
To: [Mary Jane Banks](#)
Subject: 2-4 Hillcrest-Highland
Date: April 19, 2022 6:42:41 PM

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

David and Claudette Hudson want to advise you that we are not in favour of the proposed rezoning of the above mentioned properties. As residents of Silverton crescent since 1971 We feel that if this proposal is approved it will have a negative impact on the residential character of the neighborhood.

Why would the town want to ruin 2 half acre single family homes by jamming a 40 unit apartment building in an area that under the current zoning would not even permit a single family home. The 2 homes will be left without any designated boundaries and no privacy from the imposing apartment building. I assume the same issues apply to 6 hillcrest

It interesting that the developer hired traffic study didn't see any problems with traffic to Hampton Road, but I feel there will be further impact on the intersection of Hampton Road and Marr/Clark, also up Hillcrest.

Not too long ago a resident at 18 Highland wanted to subdivide her half acre property in order to build another rental home. Thankfully the council of the day refused that request, we hope this council does the same for this rezoning.

We are very disappointed with the lack of notification of the proposed rezoning that was provided to us and feel that with such a huge change to the neighborhood all households on Silverton and Hillcrest should have received a letter. This did not seem to happen.

Sent from my Bell Samsung device over Canada's largest network.

Mary Jane Banks

From: Mary Jane Banks
Sent: April 14, 2022 9:18 AM
To: Mary Jane Banks
Subject: FW: Highland Avenue/Hillcrest Drive Development

From: Roderick Malcolm
Sent: April 13, 2022 3:09 PM
To: Mary Jane Banks <MaryJaneBanks@rothesay.ca>; Brian White <BrianWhite@rothesay.ca>
Subject: Highland Avenue/Hillcrest Drive Development

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Should the developer be successful in having the rezoning approved , I would request that the conditions attached to the Development Agreement contain a clause limiting the movement of construction traffic to and from the site, to the main thoroughfares of Hampton Road, Marr Road and Campbell Drive.

During the recent construction boom in the area, it has become the norm for the construction traffic to use the surrounding residential streets as their main access routes to the various sites, with a resultant increase in traffic, noise, dirt and congestion. No doubt the preference for the use of residential streets over through routes is an attempt to bypass the very traffic control measures intended to contribute to traffic safety.

The Town has recently done a great job in resurfacing neighbourhood streets like Highland Avenue; the quality of the work looks very good, and it would be unfortunate if the durability of this work, done to a standard for residential streets, was compromised by heavy industrial traffic.

Traffic along Highland Avenue has already been significantly increased by the opening up of Eriskay by Rothesay Elementary School, and the addition of construction traffic, particularly during drop off and pick up times, has the potential to negatively impact road safety and traffic flow. The speed with which these heavy vehicles pass through the residential areas, and their relative disregard for such niceties as stop signs and curbing, contributes to a general sense of safety reduction. Note that residential streets such as Highland Avenue have sidewalks on one side only, so it is necessary to cross the roads at sites other than marked crosswalks in order to access sidewalks. Having lived on Highland Avenue for a couple of decades, I have noted with pleasure the recent marked increase in young families moving into the area, and it is important that every effort be made to keep these residential streets safe for foot and cycle traffic if the children are to be protected.

It is suggested that in addition to a condition being placed on the developer himself to limit the routes being used by his own vehicles, the Terms and Conditions placed on each of his subcontractors and suppliers contain similar restrictive language. For example, it is normally the dump trucks carrying loose material to and from the site, towing trailers carrying earthmoving equipment and oversize loads such as truss deliveries, which cause the greatest annoyance, disruption dirt and damage.

In conclusion therefore, I would repeat my request for a traffic routing restriction to the above named through routes be added to the Development Agreement should it be approved.

Mrs Lynne Malcolm
Highland Avenue

2022April25Highland/HillcrestPublicHearingFINAL_214

From: [Mary Jane Banks](#)
To: [Mary Jane Banks](#)
Subject: FW: Proposed Building Highland/Hillcrest
Date: April 21, 2022 2:47:22 PM

From: Jus B
Sent: April 19, 2022 11:30 AM
To: Mary Jane Banks <MaryJaneBanks@rothesay.ca>
Subject: Proposed Building Highland/Hillcrest

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

To whom it may concern,
We live at Hillcrest Drive.

We have recently been made aware of a proposal to erect a 40-unit apartment building in our neighbourhood. We would like to raise the following concerns:

1. What type of apartment is being built, it is condo type or low-income housing or possibly a mix?
2. How many floors high will the apartment be?
3. What type of parking will be provided?
4. What type of landscaping will there be around the property?
5. What is the increased level of traffic to be expected?
6. Will the residents of the apartment be able to both enter and exit on Hillcrest Drive?
7. What is the increased noise level to be expected?
8. There does not seem to be much consideration being given to the current neighbours as they prepare the property and cut trees. In the end, how is this going to affect our privacy?
9. If the requested rezoning is approved, will it allow for the eventual demolition of the current two houses backing onto the proposed apartment and thus allow for further development? Would it allow for another apartment building?
10. Was a formal impact study prepared and is it available to the public?
11. What is the expected impact on property values?

We purchased our home in the area as it was a quiet and mature residential neighbourhood to raise our 3 children. We liked the idea that it was a low traffic area. We feel this development is changing the whole feel of the area and the reason why we decided to purchase here. We were extremely disappointed to learn of this development.

Justine Brien
Dan Lapierre

April 17th, 2022

Attention: Planning Advisory Committee, Town of Rothesay.

My name is Maureen Desmond and I live at Highland Avenue, three houses up from the proposed rezoning project. I am writing to express my strong objection to the rezoning of this land for the projected four story, 40-unit apartment building at the corner of Highland Avenue and Hampton Road. I would like to point out that the negative impact the building will have on the community will far exceed the positive impact it will have on affordable housing.

I moved to Rothesay in 2010 when I was in search of a quiet, sunny, suburban community. Highland Ave, fit the bill. I have met a number of people here in Rothesay over the years and am so glad that I made the decision to move here. The low density, quiet and peaceful atmosphere is very important to me and many others in this neighbourhood. We value what we have.

Highland Avenue is centrally located and is very convenient for many of our needs. It sees a lot of foot traffic, including people out for their daily walks and students who are walking to their middle or high school. This neighborhood has many long-term residents who take pride in their neighbourhood. It truly is a beautiful area and a gem for the town of Rothesay.

My perspective on this project is that it will significantly distort what our community is about. The personality of our neighbourhood will change, and we will see a more transitory community. This building is out of scale with the neighbourhood and does not fit in. Neighbourhood context is not being considered and I do have concerns.

The location of this project is not ideal. There are 5 schools: 2 Elementary schools, 2 middle schools and 1 high school all within .6 of a kilometer. One of the primary concerns is the safety of the approximately 900 students who will be attending school not more than 500 feet from this building. Directly across from the entrance is an elementary school with little children, who are out playing, and who, as we all know can disappear quickly and find their way to streets, etc. Across the Hampton Road, we have a high school, with several walking students. Inevitably there will be increased traffic in the immediate area, and it creates more risks for these students.

Along with the safety of the students, the increase in traffic this building will bring to an already busy street will be very disruptive. Some days it can take up to 5+ minutes to get onto the Hampton Road from Highland Avenue in the morning and now with this proposal, there will be an additional 40 – 70 cars at the corner of the Highland and Hampton Road each morning and at the end of the day. This is unacceptable and boarding on risky for the people of this community.

When I measured the width of the proposed site, it was 51 paces. This was from the patio of the house on Hillcrest that is to remain, to the corner of Highland and Hampton Road. These 51 paces, apparently, will include a building with 40 units and outside parking. This building will be crammed into a very small area. Additionally, it will be grossly encroaching on residents nearby. I think of the poor fellow living at the bottom of Hillcrest Drive and Highland Ave. They are losing all privacy.

While I am not opposed to the concept of densification, I am very much opposed to the rezoning of this area for the purpose of an apartment building. I am opposed to a high-density transitory building that is out of character with the current neighbourhood. This project appears to serve the developers, neither who live in the immediate affected area, and not the long-term residents who have taken pride in their community for years. This will be a for-profit venture for the developers, and it will negatively impact the residents in the area. When we reviewed the people who supported the project, not one of them lived in the immediate area, they all lived elsewhere. Most lived outside the neighbourhood altogether.

I encourage council to reject this proposal for an apartment building. However, I can say with certainty, that if the proposal was similar to the new condominiums on Hillcrest, then I could be more agreeable to such a project.

I wish my letter would be placed on the record and brought to the attention of Council.

Sincerely

Maureen Desmond

Highland Avenue

2022April25Highland/HillcrestPublicHearingFINAL_217

From: [Mary Jane Banks](#)
To: [Mary Jane Banks](#)
Subject: FW: Proposed Development Concerns- Highland & Hillcrest
Date: April 21, 2022 2:49:25 PM

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

From: Bev Blissett <> Sent: April 20, 2022
3:26 PM
To: Brian White <BrianWhite@rothesay.ca>
Subject: Fwd: Proposed Development Concerns

April 20,2022

> Re: Highland Ave/Hillcrest Drive
40 Unit Apartment and 2 Single Family Dwellings Proposed Development

> Good Afternoon, Mr. B. White,

> Please accept this correspondence as part of our statement of concerns and objection to the proposed plan as noted above:

>

> 1. The proposed development height will interrupt of plane of view

> from all directions on Hillcrest Dr and Highland Ave; 2. The height of

> proposed development is not consistent with building in the

> immediately area; 3. The proposed development will create level of

> density not previously experienced in neighbour resulting breaking

> down of peaceful suburban lifestyle and enjoyment character of

> Rothesay community; 4. The proposed development's increased night

> lighting poses immediate threat to migrating birds, mostly song birds,

> an already at risk population, and negatively impacts night risk and

> danger to other animal life. This is particularly problematic given

> proposed development follows so closely the development and

> introduction, without environmental impact study, of excessive night

> lighting pollution emanating from the Hillcrest Condominium

> development which negatively impacted the night sky lighting in all

> four seasons. An Environmental Impact Study of this proposed

> development is a minimum reasonable requirement to ensure wildlife

> preservation which is a great source of concern to residents as both

> recreation enjoyment, activity and active participation in protecting

> our natural world, citizen science and good Earth stewardship; 5. The

> proposed building does not offer realistic parking provision for

> tenants and their visitors, resulting in potential for increased

> street parking, again on school routes, which in turn will introduce

> yet another set of safety risks to children and pedestrians of all

> ages and stages of life. A community wide education program to ensure

> resident pedestrian safety and protection resulting from increased

> density proposed development is required;

6. The proposed development endorses an acceptance of community planning where, "neighbours would overlook neighbours," and interfere with a quiet enjoyment of home and land. This is a new concept to Rothesay and requires significant study and community consultation and reflection prior to implementation to ensure Rothesay community standards and good reputation are maintained; 7. Unacceptable hazards to health and peace of mind of residents resulting from noise, dust of construction from constant development in neighbour requires study and community consultation; 8. The exterior architectural finishes are not in keeping with quality of residences or Unique character of Rothesay a beautiful Atlantic community, is so well regarded and respected.

Sincerely
Bev Blissett
Hillcrest Drive
Rothesay, NB



To: Chair and Members of the Rothesay Planning Advisory Committee.

Dear Mr. White

As nearby residents on Highland Avenue we would like to voice our discontent with the proposed ugly and overly-dense proposal for the intersection of Highland Avenue and the Old Rothesay Road.

We did not notice anyone in the direct vicinity listed in the proposal as being in favor of this project. Regarding the statement "the traffic study did not raise any concerns" that is difficult to comprehend. With three schools in the direct vicinity and all traffic from them merging at that intersection, anyone trying to enter traffic at peak times at this location may have a different opinion. Almost any day, late afternoon, traffic is backed up from Highland Avenue to the Marr Road.

We also feel that for this area a four-story building is not appropriate. When we moved to Rothesay it was because of the ambiance of mostly single-family residences not to live next to a rental housing complex.

Thank you for having a professional approach to this concern.

Janet & Bruce Coles

Highland Avenue.