



ROTHESAY
PUBLIC HEARING AGENDA
6:30 p.m.
Tuesday, April 26, 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 – 43 Unit / Mixed Use Commercial Apartment Building
145 Hampton Road
(PIDs 30266845, 00243097)

1. CALL TO ORDER Instructions

2. PUBLIC HEARING
Documentation

22 April 2022 Public Notice Memorandum prepared by Town Clerk Banks
31 March 2022 *Community Planning Act*, Section 111 notice to website

5 April 2022 Recommendation from Planning Advisory Committee
28 March 2022 Staff Report to Planning Advisory Committee
DRAFT By-law 2-10-30
DRAFT Development Agreement

2 March 2022 Staff Report to Planning Advisory Committee
31 January 2022 Staff Report to Planning Advisory Committee

Appearances/Presentations:

Presentation: **Mark Hatfield, Propertystar Inc.**

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

Comments: W & A Johnston

Appearances: Randy Ashe
Wayne Johnston
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
43 Unit / Mixed Use Commercial Apartment Building
145 Hampton Road

March 31, 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:

Thursday, March 31	Friday, April 15
Wednesday, April 6	Wednesday, April 20
Friday, April 8	Monday, April 25
Wednesday, April 13	

Public Hearing notices mailed to 36 property owners (March 22, 2022)

Registered Speakers

Randy Ashe
Wayne Johnston
Christianne Vaillancourt

ROTHESAY

Posted 31 March 2022

PUBLIC HEARING NOTICE – 145 Hampton Road 43 Unit / Mixed Use Commercial Apartment Building

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 at 145 Hampton Road (PIDs 00243097 and 30266845) from Central Commercial to the Multi-Unit Residential Zone [R4] for a 43-unit / mixed used commercial apartment building subject to the execution of a Development Agreement, in accordance with the *Community Planning Act*, supra.

Rothesay Council has scheduled an IN-PERSON **PUBLIC HEARING** to be held on **Tuesday, April 26, 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 2-10-30
DRAFT	Development Agreement
2 March 2022	Staff Report to Planning Advisory Committee
31 January 2022	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-145-hampton-road-43-unit-mixed-use-commercial-apartment-building/](http://www.rothesay.ca/public-hearing-notice-145-hampton-road-43-unit-mixed-use-commercial-apartment-building/)

PUBLIC HEARING NOTICE – 145 Hampton Road 43 Unit / Mixed Use Commercial Apartment Building

2022-03-31

31 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 at 145 Hampton Road (PIDs 00243097 and 30266845) from Central Commercial to the Multi-Unit Residential Zone [R4] for a 43-unit / mixed used commercial apartment building subject to the execution of a Development Agreement, in accordance with the *Community Planning Act*, supra.

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

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Mary Jane E. Banks, BComm

Town Clerk

MaryJaneBanks@rothesay.ca

506-848-6664



ROTHESAY

MEMORANDUM



TO : Mayor and Council
FROM : Town Clerk Banks
DATE : 5 April 2022
RE : 145 Hampton Road Rezoning Application

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

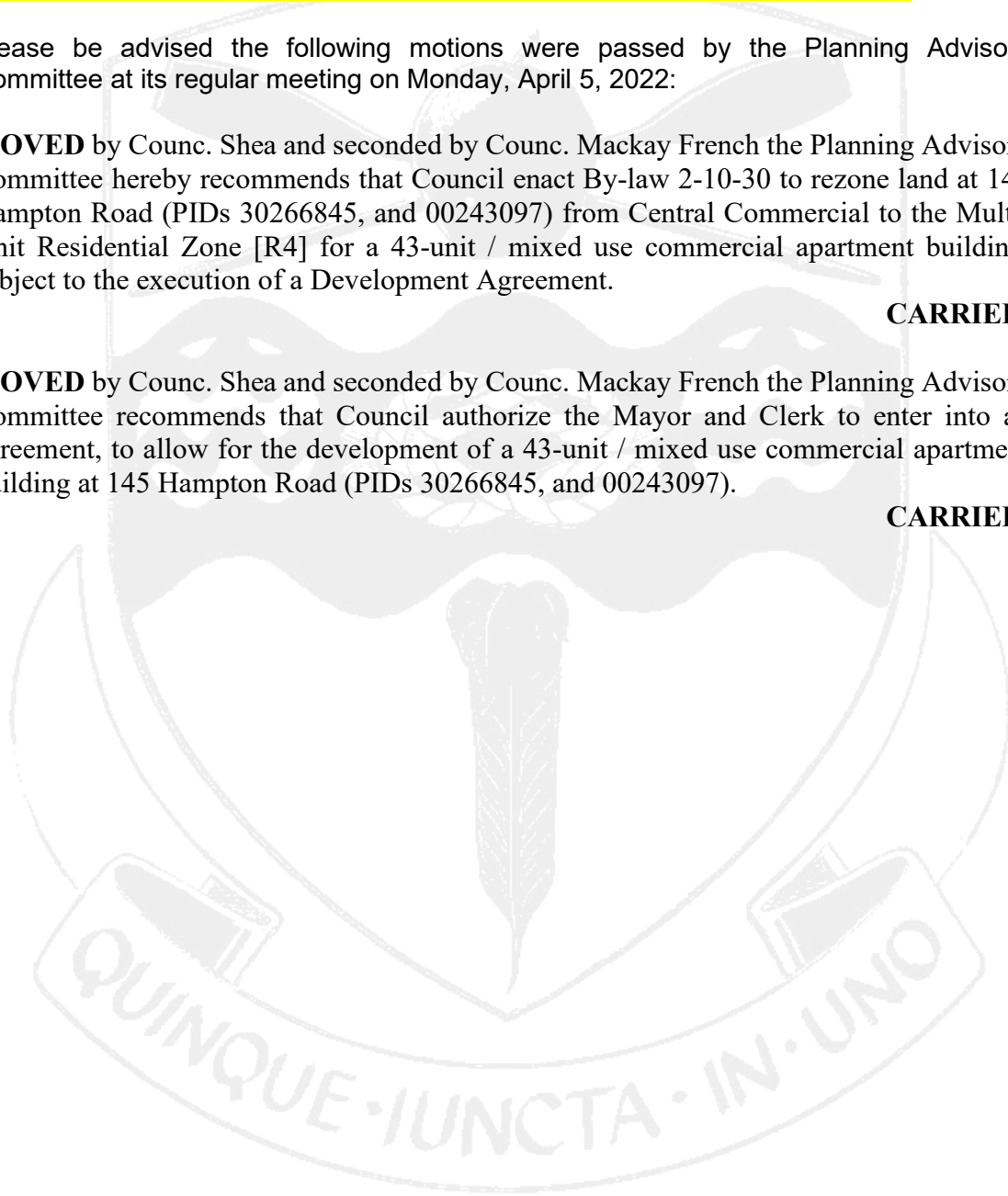
Please be advised the following motions were passed by the Planning Advisory Committee at its regular meeting on Monday, April 5, 2022:

MOVED by Counc. Shea and seconded by Counc. Mackay French the Planning Advisory Committee hereby recommends that Council enact By-law 2-10-30 to rezone land at 145 Hampton Road (PIDs 30266845, and 00243097) from Central Commercial to the Multi-Unit Residential Zone [R4] for a 43-unit / mixed use commercial apartment building, subject to the execution of a Development Agreement.

CARRIED.

MOVED by Counc. Shea and seconded by Counc. Mackay French the Planning Advisory Committee recommends that Council authorize the Mayor and Clerk to enter into an agreement, to allow for the development of a 43-unit / mixed use commercial apartment building at 145 Hampton Road (PIDs 30266845, and 00243097).

CARRIED.





To: Chair and Members of Rothesay Planning Advisory Committee
From: Brian L. White, MCIP, RPP
 Director of Planning and Development Services
Date: Monday, March 28, 2022
Subject: Rezoning - 43 Unit Apartment Building – 145 Hampton Road

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

RECOMMENDATION:

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

ORIGIN:

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

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

ADDITIONAL PROJECT DETAILS:

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



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



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

DRIVEWAY ENTRANCE:

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

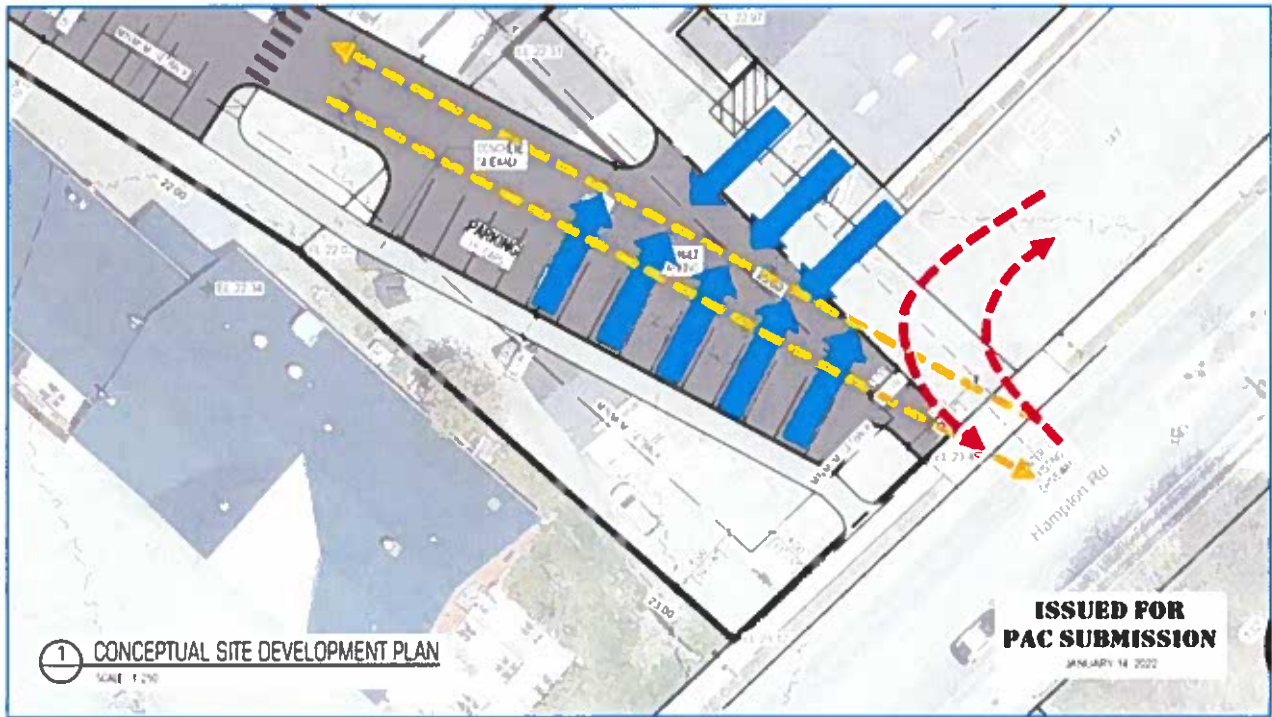


Figure 3 - Schematic diagram demonstrating the complexity of the proposed driveway

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



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

KENNEBECASIS VALLEY FIRE DEPARTMENT:

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

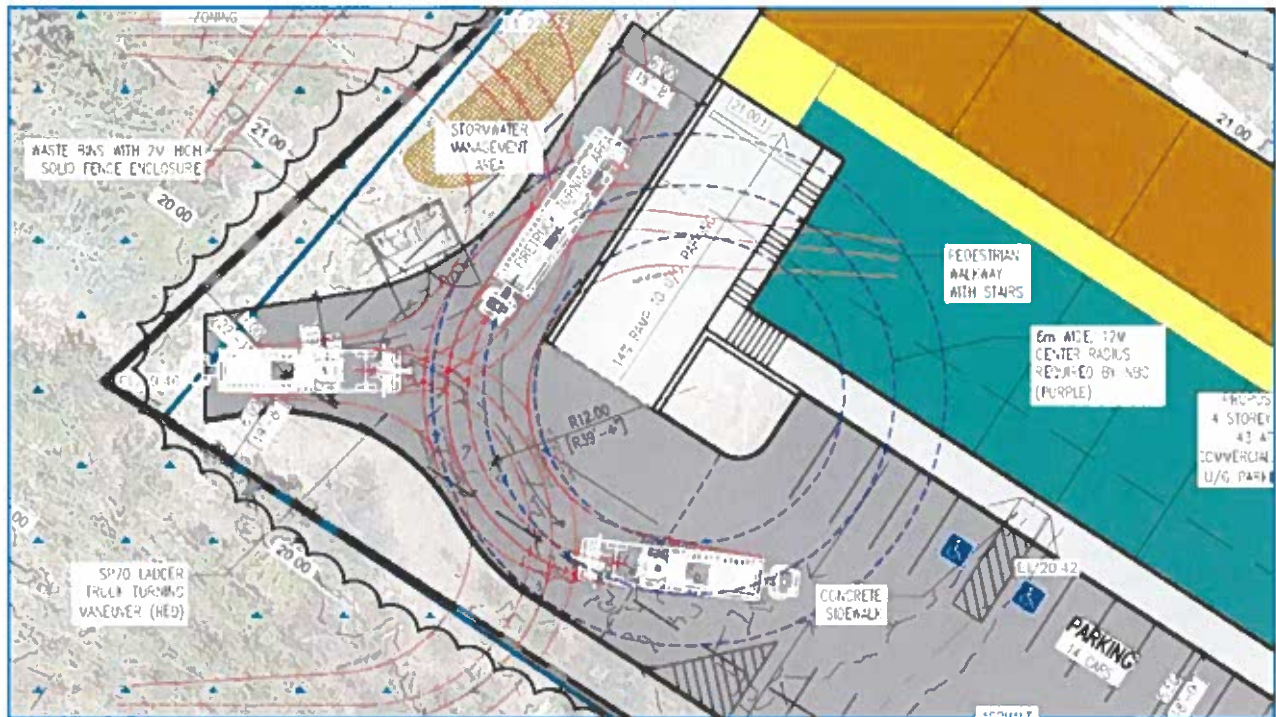


Figure 5 - Revised Site plan with Turning Area for Fire Trucks

POLLING:

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

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

PUBLIC HEARING:

Rothesay Council has scheduled an IN-PERSON PUBLIC HEARING to be held on Tuesday, April 26, 2022, commencing at 6:30 p.m. The hearing will be held in the Common Room, Rothesay Town Hall, 70 Hampton Road.

RECOMMENDATIONS:

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

- A. PAC HEREBY recommends that Council enact **BY-LAW 2-10-30** to rezone land at 145 Hampton Road (PIDs 00243097 and 30266845) from Central Commercial to the Multi-Unit Residential Zone [R4] for a 43-unit / mixed used commercial apartment building subject to the execution of a Development Agreement.
- B. PAC HEREBY recommends that Council authorize the Mayor and Clerk to enter into an agreement, to allow for the development a 43-unit / mixed used commercial apartment building at 145 Hampton Road (PIDs 00243097 and 30266845).



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

Date: Monday, March 28, 2022

ATTACHMENTS:

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

ATTACHMENT A – POLLING RESULTS

Dear Mr. White

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

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

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

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

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

Respectfully yours,

23 MONACO DRIVE

Hello Mr. White:

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

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

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

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

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

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

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

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

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

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

Yours Truly

25 MONACO DRIVE



Feb 25, 2022

Dear Brian White,

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

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

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

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

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

Sincerely

[Redacted signature]

24 Monaco Drive.

[Redacted address]



**BY-LAW 2-10-30
A BY-LAW TO AMEND THE ZONING BY-LAW
(No.2-10 Rothesay)**

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

That Schedule A, entitled "Zoning" as attached to By-Law 2-10 "ROTHESAY ZONING BY-LAW" is hereby amended, as identified on the attached sketch, identified as Attachment "2-10-30".

The purpose of the amendment is to rezone land located at 145 Hampton Road from Central Commercial to the Multi-Unit Residential Zone [R4] for a mixed used commercial and residential apartment building subject to the execution of a Development Agreement in accordance with the Community Planning Act, supra.

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

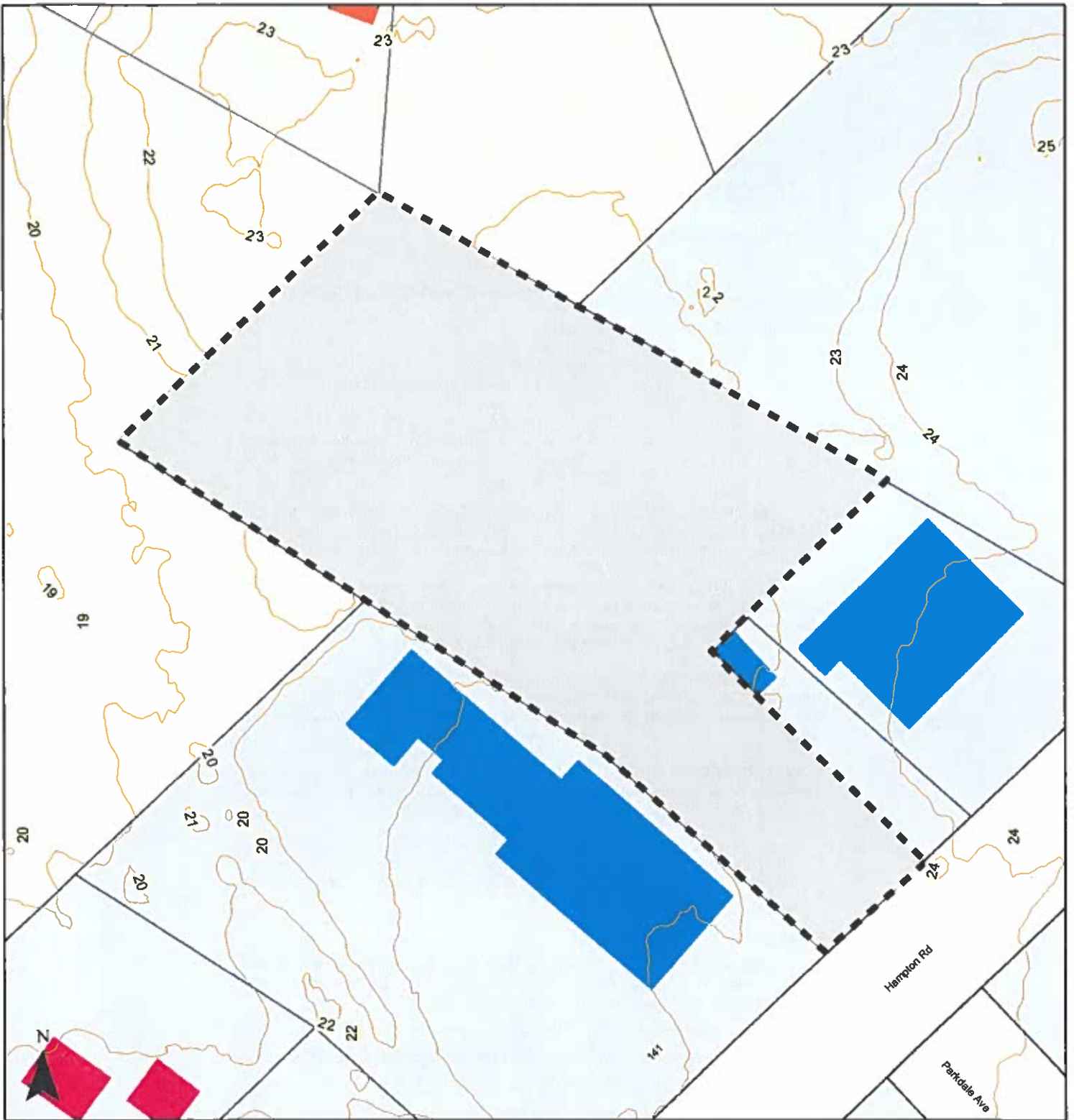
MAYOR

CLERK

Attachment By-Law 2-10-30

2022April26 145HamptonRoadPublichearingFINAL_017

PIDs 00243097 & 90266845



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

Property Boundary

 Property Boundary

Buildings

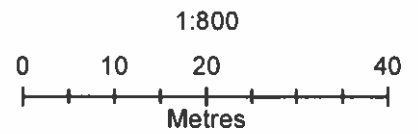
 Commercial

 Residential

Zoning

 CC

 R1B



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

Rothesay

DEVELOPMENT AGREEMENT

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

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

Owner of Land Parcels: Propertystar Inc.
11 Elliot Road
Quispamsis, NB
E2G 2B5 (Hereinafter called the "Developer")

Agreement with: Rothesay
70 Hampton Road
Rothesay, N.B.
E2E 5L5 (Hereinafter called the "Town")

a body corporate under and by virtue of the Local Governance Act, RSNB 2017, Chapter 18, located in the County of Kings and Province of New Brunswick

WHEREAS the Developer is the registered owner of certain lands located at 145 Hampton Road (PIDs 30266845, 00243097) and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer is now desirous of entering into an development agreement to allow for the development of a forty-three (43) unit apartment building with ground floor commercial space on the Lands as described in Schedules A through D. (herein after called the "Project")

AND WHEREAS Rothesay Council did, on **INSERT DATE**, authorize the Mayor and Clerk to enter into a Development Agreement with **PROPERTYSTAR INC.** to develop a mixed use commercial residential apartment building on the Lands.

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

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

Schedules

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

Site Development

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

4. The Developer agrees to develop the Lands in a manner, which, in the opinion of the Development Officer, is generally in conformance with Schedules B, C, D and E.

Architectural Guidelines

5. The Developer agrees that an objective of this development is to provide a high quality and visually attractive development, which exhibits an architectural design that reinforces the community character and that is generally consistent with the existing styles of housing in Rothesay. The Developer agrees to ensure the following:
 - a. The architectural design of the building shall be, in the opinion of the Development Officer, generally in conformance with Schedule C.
 - b. All exterior mounted ventilation and related mechanical equipment, including roof mechanical units, shall be concealed by screening in a manner to reduce clutter and negative impacts on the architectural character of the building.
 - c. The use of commercial fascia signage shall be prohibited; and
 - d. Awning signs, under awning signs, and projecting signs shall be the permitted forms of signage as specified in Rothesay's Signage By-law, as amended from time to time.

Storm Water

6. The Developer shall carry out, subject to inspection and approval by Town representatives, the installation of a storm water system as per Schedule E of this agreement. The Developer agrees to accept responsibility for all costs associated such installation including the following:
 - a. Construction, to Town standards, of a storm water system including pipes, fittings, precast sections for manholes and catch basins capable of removing surface water from the entire developed portion of the lands to a predetermined location selected by the Developer's Engineer and approved by the Town Engineer; and
7. The Developer agrees to submit for approval by the Town, prior to commencing any work on the storm water system such plans, as required by the Town, that shall conform with the design schematics and construction standards of the Town, unless otherwise acceptable to the Town Engineer.
8. The Developer agrees that all roof leaders, down spouts, and other storm water drains from the building, parking lot and landscape features shall not be directed or otherwise connected or discharged without attenuation directly to the Town's storm water or sanitary collection system.
9. The Developer agrees to provide to the Town Engineer written certification of a Professional Engineer, licensed to practice in New Brunswick that the storm water system has been satisfactorily completed and constructed in accordance with the Town specifications.

Sidewalks

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

Water Supply

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

12. The Town agrees to supply potable water for the purposes and for those purposes only for ground floor commercial uses not exceeding 486 square meters and a total number forty-three (43) two-bedroom apartment units and for minor and accessory purposes incidental thereto and for no other purposes whatsoever.
13. The Developer agrees to pay the Town a fee for connection of the building to the Town water system including sprinkler feed to the Town water system calculated in the manner set out in By-law 1-18, Rothesay Water By-law as amended from time to time, to be paid to the Town twelve (12) months following the issuance of the building permit.
14. The Developer agrees that the Town does not guarantee and nothing in this Agreement shall be deemed a guarantee of an uninterrupted supply or of a sufficient or uniform water pressure or a defined quality of water. The Town shall not be liable to the Developer or to any person, firm or corporation for any damage or injury caused by the interruption of the supply of water, the lack of uniform pressure thereof or the quality of water.
15. The Developer agrees that all connections to the Town water mains shall be approved and inspected by the Town Engineer or such other person as is designated by the Town prior to backfilling and that the operation of water system valves is the sole responsibility of the Town.
16. The Developer agrees to comply with the Town's Water By-law and furthermore that a separate water meter shall be installed, at their expense, for each residential connection made to the Town's water system.
17. The Developer agrees that the Town may terminate the Developer's connection to the Town water system in the event that the Town determines that the Developer is drawing water for an unauthorized purpose or for any other use that the Town deems in its absolute discretion or if an invoice for water service is more than 90 days in arrears.
18. The Developer agrees to provide, prior to the occupation of the building, written certification of a Professional Engineer, licensed to practice in New Brunswick that the connection to the Town water system has been satisfactorily completed and constructed in accordance with the Town specifications.

Sanitary Sewer

19. The Developer agrees to connect to the existing sanitary sewer system at a point to be determined by the Town Engineer and utilizing methods of connection approved by the Town Engineer.
20. The Developer agrees to pay the Town a fee for connection to the Town sewer system calculated in the manner set out in By-law 1-15 Rothesay Sewage By-law, as amended from time to time, to be paid to the Town twelve (12) months following the issuance of the building permit.
21. The Developer agrees to carry out subject to inspection and approval by Town representatives, and pay for the entire actual costs of Engineering design, supply, installation, inspection and construction of all service lateral(s) necessary to connect to the existing sanitary sewer system inclusive of all pipes, laterals, fittings, and precast concrete units.
22. The Developer agrees to submit for approval by the Town, prior to commencing any work to connect to the sanitary sewer system, any plans required by the Town, with each such plan meeting the requirements as described in the Town specifications for such development.
23. The Developer agrees that connection to the Town sanitary sewer system shall be supervised by the Developer's engineer and inspected by the Town Engineer or such other person as is designated by the Town prior to backfilling and shall occur at the sole expense of the Developer.

Retaining Walls

24. The Developer agrees that dry-stacked segmental concrete (masonry block) gravity walls shall be the preferred method of retaining wall construction for the purpose of erosion control or slope stability on the Lands and furthermore that the use of metal wire basket cages filled with rock (gabions) is not an acceptable method of retaining wall construction.
25. The Developer agrees to obtain from the Town a Building Permit for any retaining wall, as required on the Lands, in excess of 1.2 meters in height and that such retaining walls will be designed by a Professional Engineer, licensed to practice in New Brunswick.

Indemnification

26. The Developer does hereby indemnify and save harmless the Town from all manner of claims or actions by third parties arising out of the work performed hereunder, and the Developer shall file with the Town prior to the commencement of any work hereunder a certificate of insurance naming the Town as co-insured evidencing a policy of comprehensive general liability coverage on "an occurrence basis" and containing a cross-liability clause which policy has a limit of not less than Two Million Dollars (\$2,000,000.^{2b}) including a project wrap-up liability policy (with no less than 24 months coverage after project completion). The aforesaid certificate must provide that the coverage shall stay in force and not be amended, canceled or allowed to lapse within thirty (30) days prior to notice in writing being given to the Town. The previously mentioned insurance coverage must remain in full force and effect during the period available to the Developer pursuant to this agreement to complete the work set out as described in this Agreement.

Notice

27. Any notice or advice which is to be given under this Agreement shall be deemed to have been satisfactorily given to the Developer if delivered personally or by prepaid mail addressed to Propertystar Inc., 11 Elliot Road, Quispamsis, NB, E2G 2B5 and to the Town if delivered personally or by prepaid mail addressed to ROTHESAY, 70 HAMPTON ROAD, ROTHESAY, NEW BRUNSWICK, E2E 5L5. In the event of notice by prepaid mail, the notice will be deemed to have been received four (4) days following its posting.

By-laws

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

Termination

29. The Town reserves the right and the Developer agrees that the Town has the right to terminate this Agreement without compensation to the Developer if the specific proposal has not been completed on or before **INSERT DATE** being a date 5 years (60 months) from the date of Council's decision to enter into this Agreement. Accordingly, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform to the provisions of the Rothesay Zoning By-law.
30. Notwithstanding the preceding paragraph (29) above, the Parties agree that the development shall be deemed to have commenced if within a period of not less than three (3) months prior to **INSERT DATE** the construction of the municipal service infrastructure has begun and that such construction is deemed by the Development Officer in consultation with the Town Engineer as being continued through to completion as continuously and expeditiously as deemed reasonable.
31. The Developer agrees that should the Town terminate this Agreement the

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

Security & Occupancy

32. The Town and Developer agree that Final Occupancy of the proposed building(s), as required in the Building By-law, shall not occur until all conditions above have been met to the satisfaction of the Development Officer and an Occupancy Permit has been issued.
33. Notwithstanding Schedule D and E of this Agreement, the Town agrees that the Occupancy Permit may be issued provided the Developer supplies a security deposit in the amount of one hundred twenty percent (120%) of the estimated cost to complete the required storm water management and landscaping. The security deposit shall comply with the following conditions:
- a. security in the form of an automatically renewing, irrevocable letter of credit issued by a chartered bank dispensed to and in favour of Rothesay;
 - b. Rothesay may use the security to complete the work as set out in Schedule D and E of this Agreement including landscaping or storm water works not completed within a period not exceeding six (6) months from the date of issuance of the Occupancy Permit;
 - c. all costs exceeding the security necessary to complete the work as set out in Schedule D and E this Agreement shall be reimbursed to Rothesay; and
 - d. any unused portion of the security shall be returned to the Developer upon certification that the work has been completed and acceptable to the Development Officer.

Failure to Comply

34. The Developer agrees that after sixty (60) days written notice by the Town regarding the failure of the Developer to observe or perform any covenant or condition of this Agreement, then in each such case:
- (a) The Town shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defense based upon the allegation that damages would be an adequate remedy;
 - (b) The Town may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on the Lands and be shown on any tax certificate issued under the Assessment Act;
 - (c) The Town may, by resolution of Council, discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; and/or
 - (d) In addition to the above remedies, the Town reserves the right to pursue any other remediation under the *Community Planning Act* or Common

Law in order to ensure compliance with this Agreement.

Entire Agreement

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

Severability

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

Reasonableness

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

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

IN WITNESS WHEREOF, each of the parties set out below has caused this Agreement, made in duplicate, to be duly executed by its respective, duly authorized officer(s) as of _____, 2022.

Witness:

Propertystar Inc.

Mark Hatfield, Director

Rothesay

Witness:

Nancy E. Grant, Mayor

Witness:

Mary Jane E. Banks, Clerk

SCHEDULE A

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

Form 45

AFFIDAVIT OF CORPORATE EXECUTION

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

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

Office Held by Deponent: Director

Corporation: PROPERTYSTAR INC.

Place of Execution: Rothesay, Province of New Brunswick.

Date of Execution: _____, 2022

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

1. That I hold the office specified above in the corporation specified above, and am authorized to make this affidavit and have personal knowledge of the matters hereinafter deposed to;
2. That the attached instrument was executed by me as the officer(s) duly authorized to execute the instrument on behalf of the corporation;
3. the signature "MARK HATFIELD" subscribed to the within instrument is the signature of me and is in the proper handwriting of me, this deponent.
4. the Seal affixed to the foregoing indenture is the official seal of the said Corporation was so affixed by order of the Board of Directors of the Corporation to and for the uses and purposes therein expressed and contained;
5. That the instrument was executed at the place and on the date specified above;

DECLARED TO at Rothesay,
 in the County of Kings,)
 and Province of New Brunswick,)
 This ___ day of _____, 2022)

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

MARK HATFIELD

Form 45

AFFIDAVIT OF CORPORATE EXECUTION

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

Deponent: MARY JANE E. BANKS

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

Office Held by Deponent: Clerk

Corporation: ROTHESAY

Other Officer Who Executed the Instrument: NANCY E. GRANT

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

Office Held by Other Officer Who Executed the Instrument:

Mayor

Place of Execution: Rothesay, Province of New Brunswick.

Date of Execution: _____, 2022

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

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

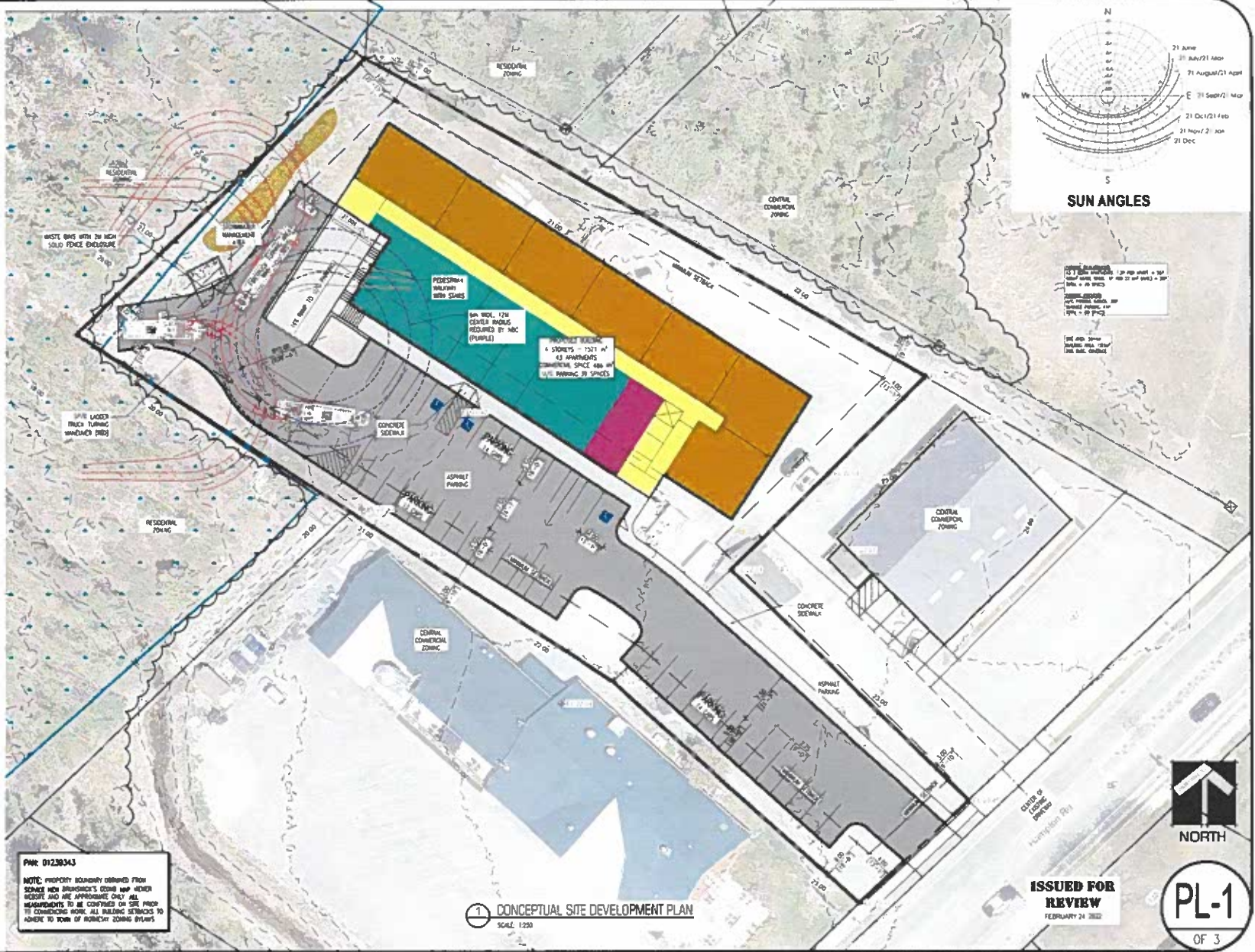
DECLARED TO at town of
Rothesay, in the County of Kings,
and Province of New Brunswick,
This ___ day of _____, 2022

BEFORE ME:

Commissioner of Oaths

MARY JANE E. BANKS

PROPERTY STAR 145
145 HAMPTON ROAD
ROTHESAY NEW BRUNSWICK



Polyline Designs
 RESIDENTIAL, COMMERCIAL, MARINE DESIGN
 SITE AND LANDSCAPE DESIGN
 ARCHITECTURE, INTERIOR DESIGN
 SIGNAGE AND GRAPHIC SERVICES

MONITOR SPACE AND LOCAL STREET, WASHINGTON RD 600' AWAY
 1' SCALE 1:250 11 E. JEFFERSONSTREET/ROTHESAY
 3000' OFFICE, 147 HIGHLAND ROAD, HIGHLAND, NJ 07033
 T 908.438.1111 x 0. E. INFO@POLYLINEDESIGNS.COM
 WWW.POLYLINEDESIGNS.COM

PLAN: 01230343

NOTE: PROPERTY BOUNDARY DERIVED FROM SOURCE AND BOUNDARY'S CORNER MARKS SHOULD BE APPROXIMATE ONLY. ALL MEASUREMENTS TO BE CONFIRMED ON SITE PRIOR TO COMMENCING WORK. ALL BUILDING SERVICES TO ADHERE TO TOWN OF ROTHESSAY ZONING BYLAWS.

1 CONCEPTUAL SITE DEVELOPMENT PLAN
 SCALE: 1:1250

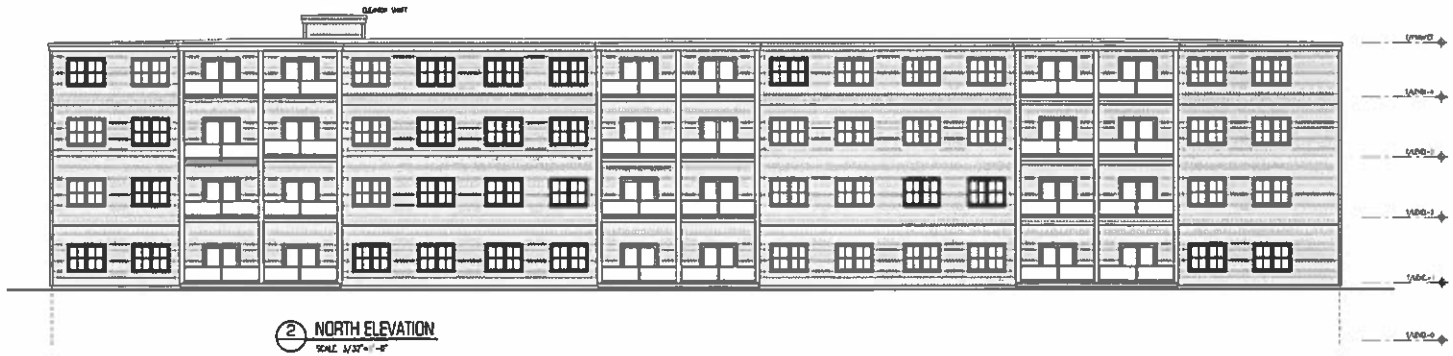
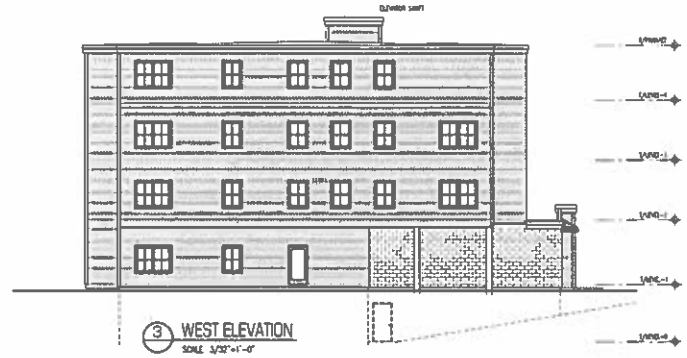
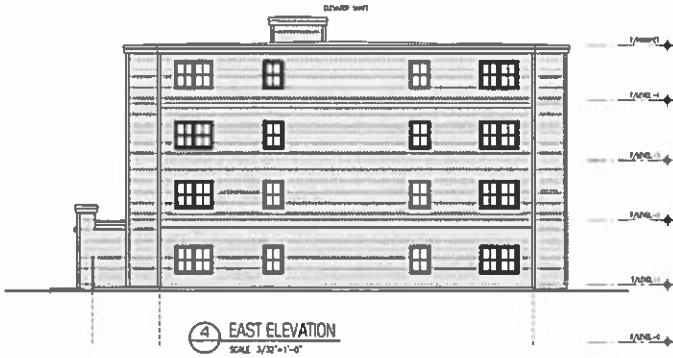
ISSUED FOR REVIEW
 FEBRUARY 24, 2022

NORTH

PL-1

OF 3

PROPERTY STAR 145
145 HAMPTON ROAD
ROTHESAY, NEW BRUNSWICK



ISSUED FOR
PAC SUBMISSION
JANUARY 14 2022

Polyline Designs
RESIDENTIAL, COMMERCIAL, MARINE ARCHITECTURE
375 W. LINDSEY ROAD
ROTHESAY, NJ 07068
PHONE: 908.366.8888 FAX: 908.366.8889
WWW.POLYLINEDESIGNS.COM

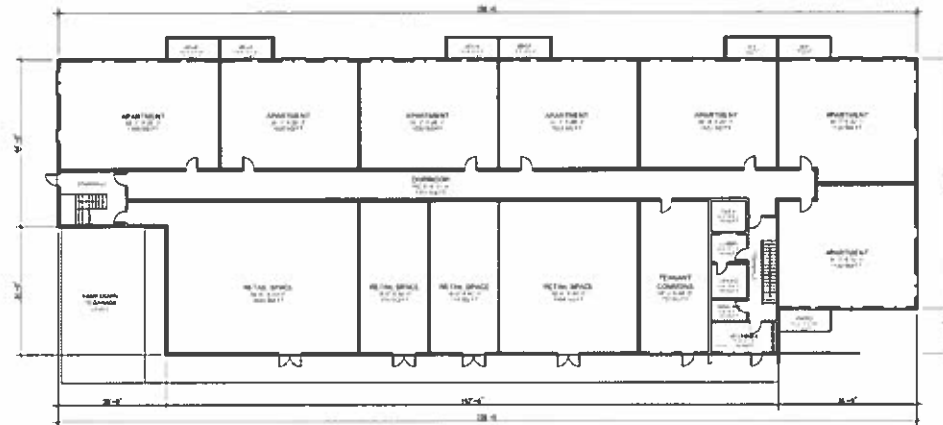
PROPERTY STAR 145
 145 HAMPTON ROAD
 ROTHESSA Y. NEWBURN SWICK

Polyline Designs
 ARCHITECTS / ENGINEERS PLANNING DESIGN
 13045E 25TH ST. # 200
 WASHINGTON, VA 22192
 (703) 433-1137
 www.polyline.com

3 LEVEL-2, 3, 4 FLOOR PLAN
 SCALE: 1/16"=1'-0"
 FLOOR AREA 15,048 S.F.
 12 APARTMENTS



2 LEVEL-1 FLOOR PLAN
 SCALE: 1/16"=1'-0"
 FLOOR AREA 16,365 S.F.
 7 APARTMENTS
 TENANT COMMONS 731 S.F.
 RETAIL SPACES 4,978 S.F.



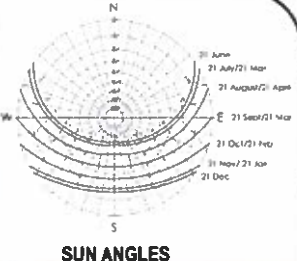
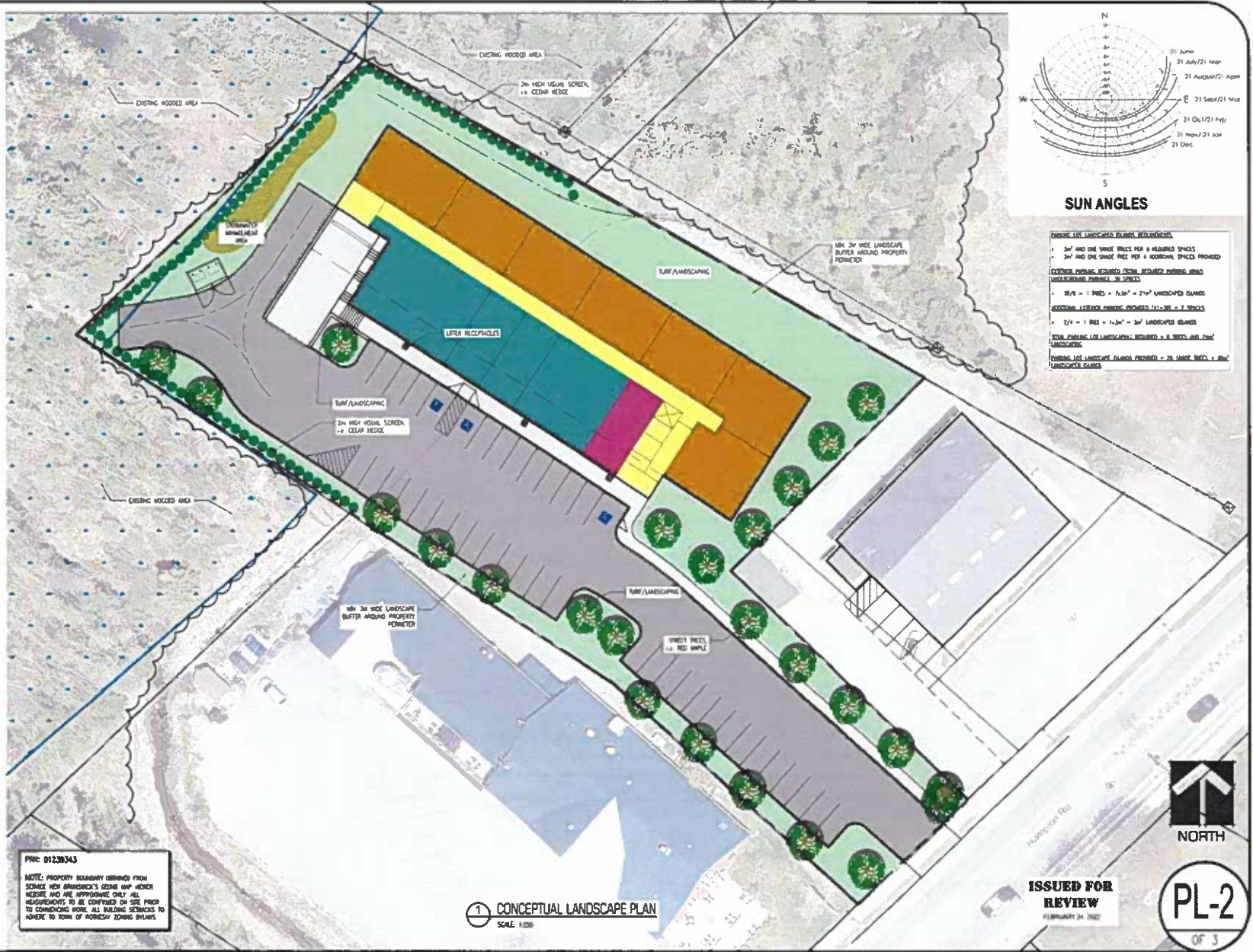
1 LEVEL-0 FLOOR PLAN
 SCALE: 1/16"=1'-0"
 FLOOR AREA 16,365 S.F.
 39 VEHICLE PARKING SPACES



**ISSUED FOR
 PAC SUBMISSION**
 JANUARY 14, 2022

PA-1
 OF 2

PROPERTY STAR 145
145 HAMPTON ROAD
ROTHESAY, NEW BRUNSWICK



- PLANTING FOR LANDSCAPE PLANNING**
- 3in² AND ONE SHED TREE PER 4 SQUARE FEET
 - 3in² AND ONE SHED TREE PER 4 SQUARE FEET PROVIDED
- EXISTING PLANTING TO REMAIN FROM PREVIOUS PERMITS**
- 20/6 = 1 TREE = 16.3m² = 21m² LANDSCAPED SQUARE
 - 20/6 = 1 TREE = 16.3m² = 21m² LANDSCAPED SQUARE
 - 2/4 = 1 TREE = 1.3m² = 3m² LANDSCAPED SQUARE
- PLANTING FOR LANDSCAPE PLANNING - 24 SHED TREES + 2m² LANDSCAPED SQUARE**

Polyline Designs
 ARCHITECTURE / INTERIOR DESIGN / EXTERIOR DESIGN
 LANDSCAPE ARCHITECTURE / SITE PLANNING / CIVIL ENGINEERING
 CONSULTING ENGINEERS / SURVEYORS / PHOTOGRAPHERS
 PHOTOGRAPHY / VIDEO PRODUCTION / 3D RENDERING / 3D PRINTING
 145 HAMPTON ROAD, ROTHESAY, NJ 07068
 TEL: 908.438.1111 | FAX: 908.438.1112
 WWW.POLYLINEDESIGNS.COM

PHIC 01220343

NOTE: PROPERTY BOUNDARY OBTAINED FROM SOURCE NEW BRUNSWICK'S ZONING MAP WHICH BEARING AND ARE APPROXIMATE ONLY ALL MEASUREMENTS TO BE CONFIRMED ON SITE PRIOR TO COMMENCING WORK. ALL BUILDING SETBACKS TO ADHERE TO BOTH OF ROTHESAY ZONING BYLAWS.

1 CONCEPTUAL LANDSCAPE PLAN
 SCALE: 1:100

ISSUED FOR REVIEW
 FEBRUARY 24, 2022

NORTH

PL-2

OF 3

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

2022 April 26 145 Hampton Road Public Hearing FINAL 031



Ref: 21358-StormwaterReview

January 14, 2022

Mr. McLean,

Re: 145 Hampton Road - Homestar - Stormwater Review

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

We have been provided with a revised conceptual site plan prepared by Polyline Designs dated January 13, 2022 and this review is limited to details shown on this site plan.

Existing Site

The existing site can be characterised as a generally flat area with two existing buildings. The front area of the site is an asphalt parking area. The rear portion of the site is gravel. The rear area is bisected by a drainage channel flowing southwest from the vacant property at 149 Hampton Road. This drainage channel connects with a larger channel flowing northwest along the southern side of 141 Hampton Road and the combined channel flows northwest into an existing wetland area which eventually drains into Salmon Creek.



Stormwater Management Approach

The proposed site plan shows the new building sitting on the northern portion of the site and

lying on top of the existing drainage channel. This channel would need to be rerouted along the northern and western sides of the new building.

The new site would be designed to perform stormwater management to limit peak flows to pre development levels. Water draining from the parking areas would be directed to a Stormscepter to provide treatment of water quality. Below are preliminary design ideas for how this will be achieved.

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

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

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

Closing

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

Yours truly,

Don-More Surveys & Engineering Ltd.

Andrew Toole

Andrew Toole, NBLs, P.Eng.



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

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

RECOMMENDATION:

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

ORIGIN:

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

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

ADDITIONAL PROJECT DETAILS:

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



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



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

DRIVEWAY ENTRANCE:

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

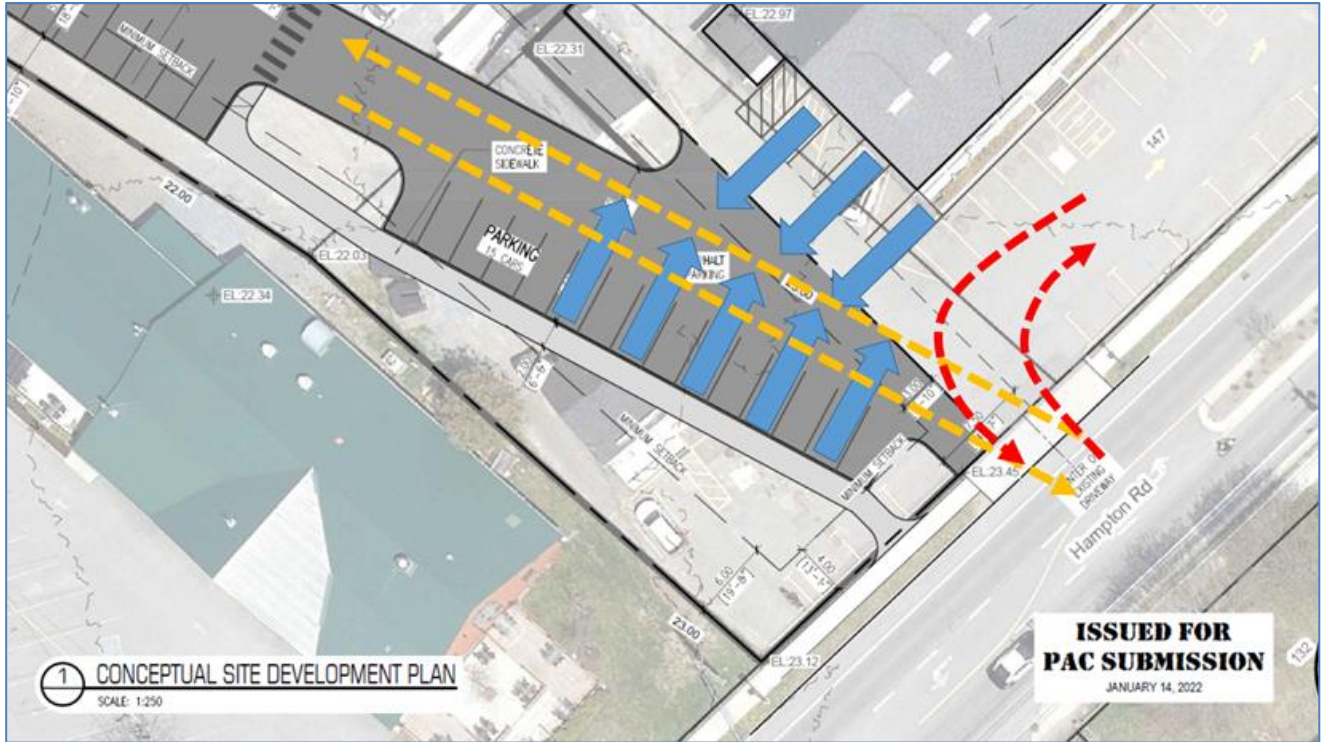


Figure 3 - Schematic diagram demonstrating the complexity of the proposed driveway

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

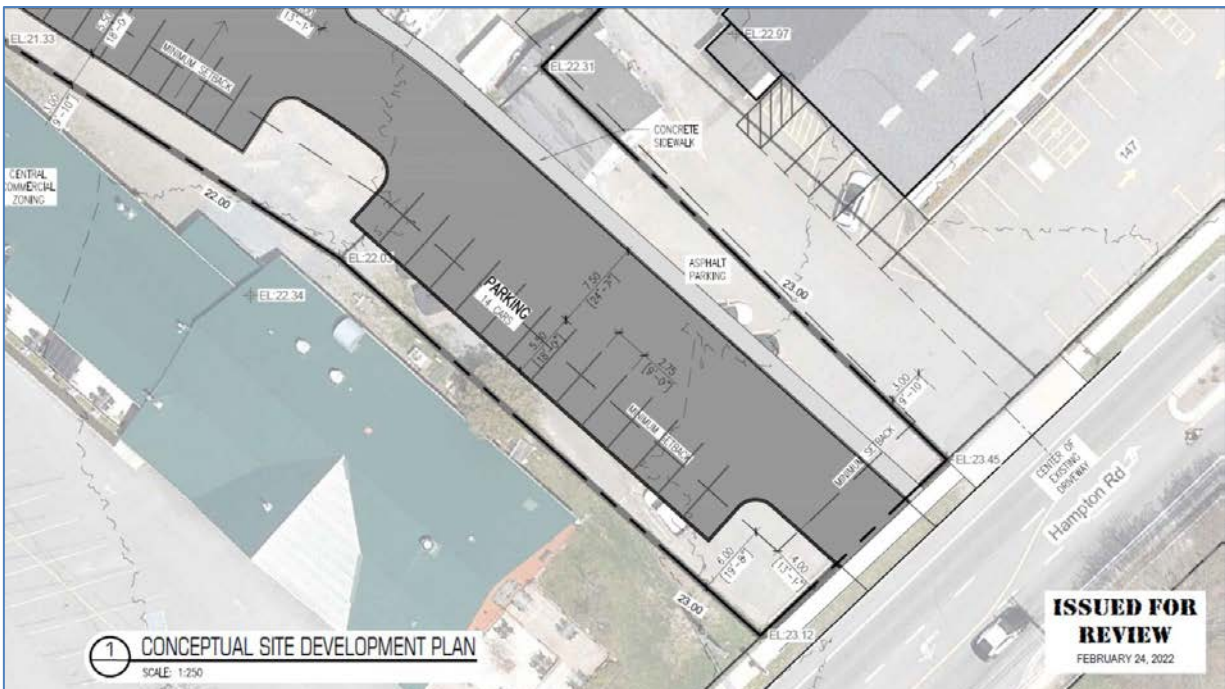


Figure 4 - Revised Driveway Entrance with Separation from 147 Hampton Road

KENNEBECASIS VALLEY FIRE DEPARTMENT:

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

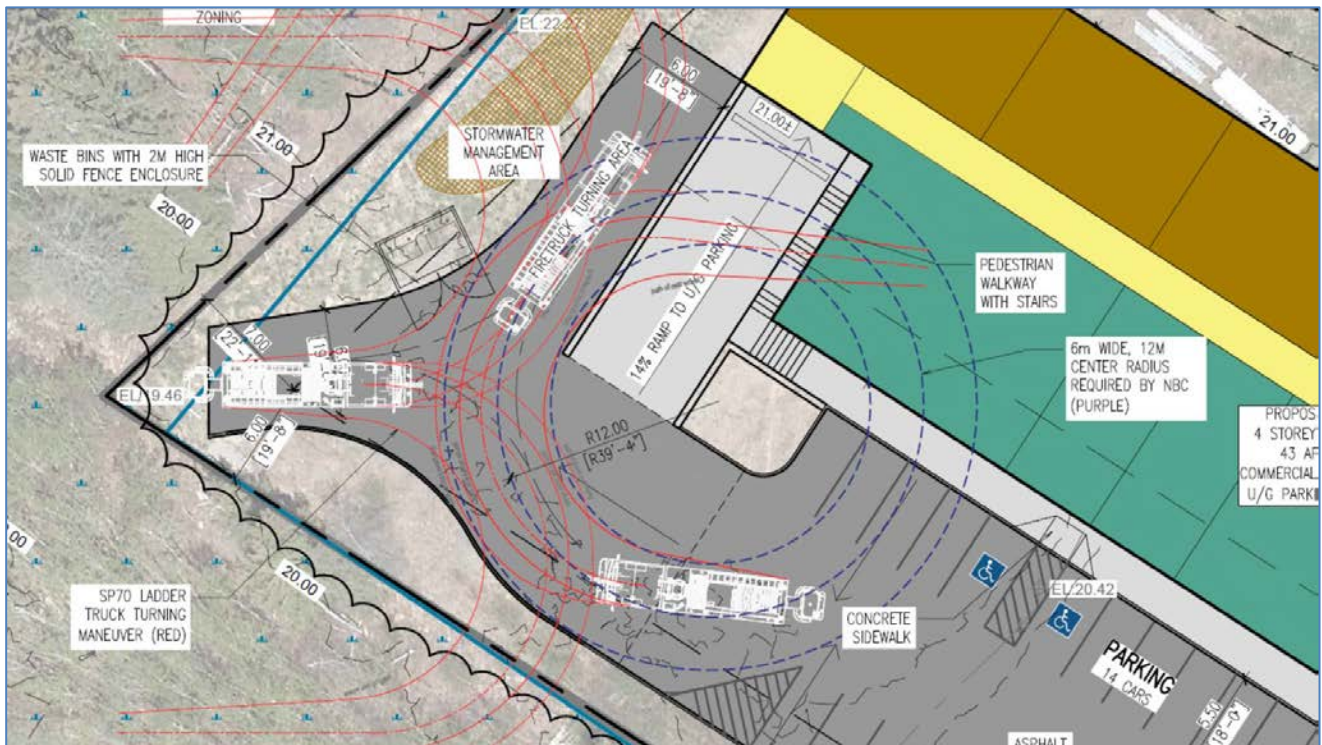


Figure 5 - Revised Site plan with Turning Area for Fire Trucks

POLLING:

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

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

RECOMMENDATIONS:

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

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



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

Date: Wednesday, March 02, 2022

ATTACHMENTS

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

ATTACHMENT A – POLLING RESULTS

Dear Mr. White

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

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

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

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

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

Respectfully yours,

23 MONACO DRIVE

Hello Mr. White:

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

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

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

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

We are aware of the content of the correspondence as sent to you by our neighbour, . They clearly identify the imposition placed on all of us along the intersecting line with 145 – 147 Hampton Rd. I will then not echo what you already has been put forth.

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

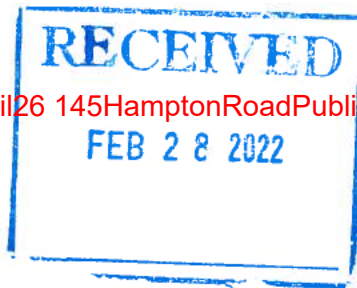
Furthermore, that property as it exists, has caused our property to be much more wet than before it was cleared. Walking the power line clearing at the back in the spring results in water flowing over our footwear. We had to complain to the municipality a few years ago and they directed the owner to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

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

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

Yours Truly

25 MONACO DRIVE



Feb 25, 2022

Dear Brian White,

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

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

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

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

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

Sincerely

[Redacted signature]

24 Monaco Drive.

[Redacted address]



**BY-LAW 2-10-30
A BY-LAW TO AMEND THE ZONING BY-LAW
(No.2-10 Rothesay)**

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

That Schedule A, entitled “Zoning” as attached to By-Law 2-10 “ROTHESAY ZONING BY-LAW” is hereby amended, as identified on the attached sketch, identified as Attachment “2-10-30”.

The purpose of the amendment is to rezone land located at 145 Hampton Road from Central Commercial to the Multi-Unit Residential Zone [R4] for a mixed used commercial and residential apartment building subject to the execution of a Development Agreement in accordance with the Community Planning Act, supra.

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

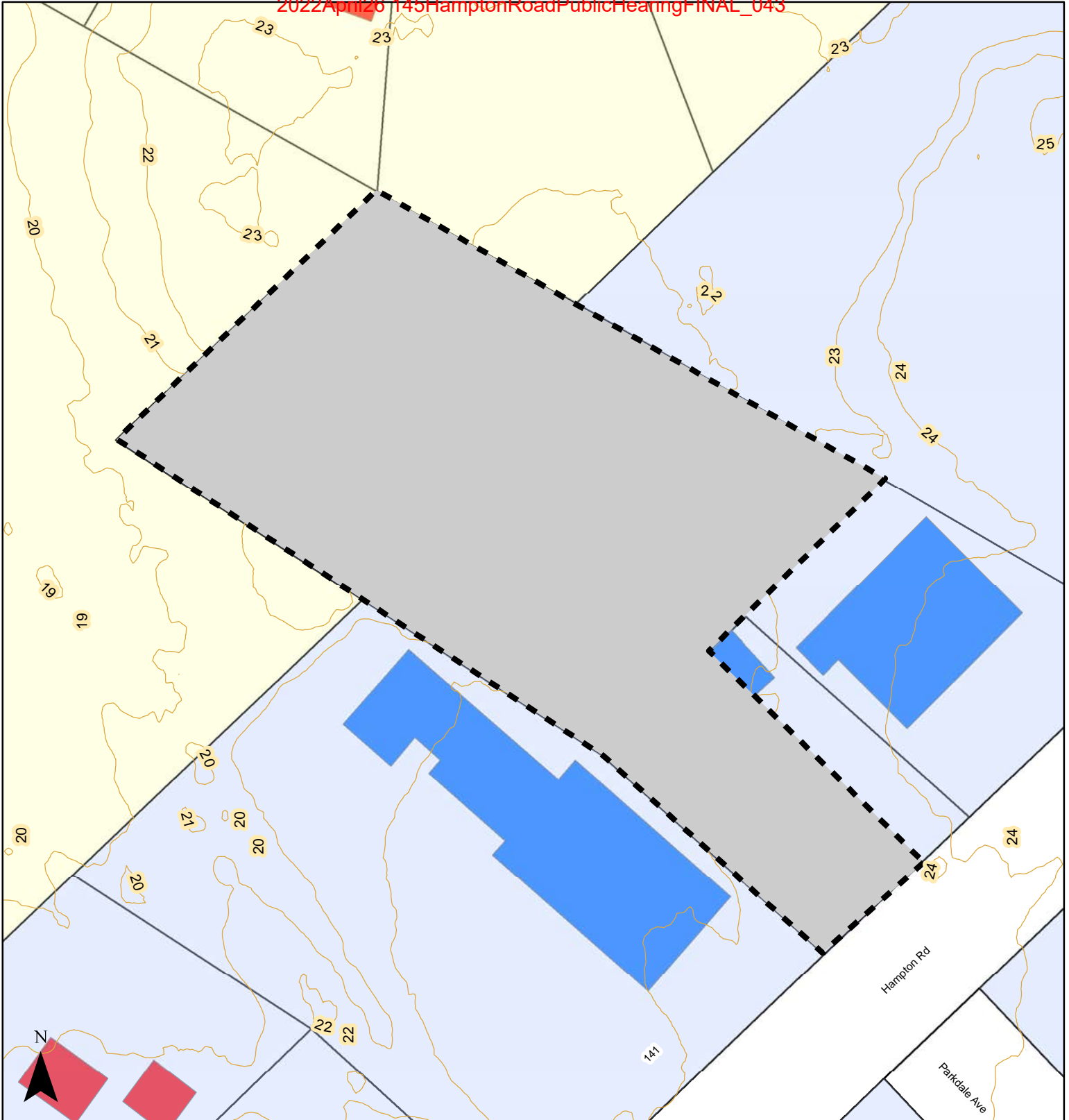
MAYOR

CLERK

Attachment By-Law 2-10-30

PIDs 00243097 & 30266845

2022 April 26 145 Hampton Road Public Hearing FINAL_043



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

Property Boundary

 Property Boundary


Buildings

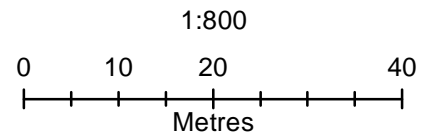
 Commercial

 Residential

Zoning

 CC

 R1B



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

Rothesay

DEVELOPMENT AGREEMENT

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

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

Owner of Land Parcels: **Propertystar Inc.**
11 Elliot Road
Quispamsis, NB
E2G 2B5 (Hereinafter called the "Developer")

Agreement with: **Rothesay**
70 Hampton Road
Rothesay, N.B.
E2E 5L5 (Hereinafter called the "Town")

a body corporate under and by virtue of the Local Governance Act, RSNB 2017, Chapter 18, located in the County of Kings and Province of New Brunswick

WHEREAS the Developer is the registered owner of certain lands located at 145 Hampton Road (PIDs 30266845, 00243097) and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer is now desirous of entering into an development agreement to allow for the development of a forty-three (43) unit apartment building with ground floor commercial space on the Lands as described in Schedules A through D. (herein after called the "Project")

AND WHEREAS Rothesay Council did, on **INSERT DATE**, authorize the Mayor and Clerk to enter into a Development Agreement with **PROPERTYSTAR INC.** to develop a mixed use commercial residential apartment building on the Lands.

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

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

Schedules

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

Site Development

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

4. The Developer agrees to develop the Lands in a manner, which, in the opinion of the Development Officer, is generally in conformance with Schedules B, C, D and E.

Architectural Guidelines

5. The Developer agrees that an objective of this development is to provide a high quality and visually attractive development, which exhibits an architectural design that reinforces the community character and that is generally consistent with the existing styles of housing in Rothesay. The Developer agrees to ensure the following:
 - a. The architectural design of the building shall be, in the opinion of the Development Officer, generally in conformance with Schedule C.
 - b. All exterior mounted ventilation and related mechanical equipment, including roof mechanical units, shall be concealed by screening in a manner to reduce clutter and negative impacts on the architectural character of the building.
 - c. The use of commercial fascia signage shall be prohibited; and
 - d. Awning signs, under awning signs, and projecting signs shall be the permitted forms of signage as specified in Rothesay's Signage By-law, as amended from time to time.

Storm Water

6. The Developer shall carry out, subject to inspection and approval by Town representatives, the installation of a storm water system as per Schedule E of this agreement. The Developer agrees to accept responsibility for all costs associated such installation including the following:
 - a. Construction, to Town standards, of a storm water system including pipes, fittings, precast sections for manholes and catch basins capable of removing surface water from the entire developed portion of the lands to a predetermined location selected by the Developer's Engineer and approved by the Town Engineer; and
7. The Developer agrees to submit for approval by the Town, prior to commencing any work on the storm water system such plans, as required by the Town, that shall conform with the design schematics and construction standards of the Town, unless otherwise acceptable to the Town Engineer.
8. The Developer agrees that all roof leaders, down spouts, and other storm water drains from the building, parking lot and landscape features shall not be directed or otherwise connected or discharged without attenuation directly to the Town's storm water or sanitary collection system.
9. The Developer agrees to provide to the Town Engineer written certification of a Professional Engineer, licensed to practice in New Brunswick that the storm water system has been satisfactorily completed and constructed in accordance with the Town specifications.

Sidewalks

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

Water Supply

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

12. The Town agrees to supply potable water for the purposes and for those purposes only for ground floor commercial uses not exceeding 486 square meters and a total number forty-three (43) two-bedroom apartment units and for minor and accessory purposes incidental thereto and for no other purposes whatsoever.
13. The Developer agrees to pay the Town a fee for connection of the building to the Town water system including sprinkler feed to the Town water system calculated in the manner set out in By-law 1-18, Rothesay Water By-law as amended from time to time, to be paid to the Town twelve (12) months following the issuance of the building permit.
14. The Developer agrees that the Town does not guarantee and nothing in this Agreement shall be deemed a guarantee of an uninterrupted supply or of a sufficient or uniform water pressure or a defined quality of water. The Town shall not be liable to the Developer or to any person, firm or corporation for any damage or injury caused by the interruption of the supply of water, the lack of uniform pressure thereof or the quality of water.
15. The Developer agrees that all connections to the Town water mains shall be approved and inspected by the Town Engineer or such other person as is designated by the Town prior to backfilling and that the operation of water system valves is the sole responsibility of the Town.
16. The Developer agrees to comply with the Town's Water By-law and furthermore that a separate water meter shall be installed, at their expense, for each residential connection made to the Town's water system.
17. The Developer agrees that the Town may terminate the Developer's connection to the Town water system in the event that the Town determines that the Developer is drawing water for an unauthorized purpose or for any other use that the Town deems in its absolute discretion or if an invoice for water service is more than 90 days in arrears.
18. The Developer agrees to provide, prior to the occupation of the building, written certification of a Professional Engineer, licensed to practice in New Brunswick that the connection to the Town water system has been satisfactorily completed and constructed in accordance with the Town specifications.

Sanitary Sewer

19. The Developer agrees to connect to the existing sanitary sewer system at a point to be determined by the Town Engineer and utilizing methods of connection approved by the Town Engineer.
20. The Developer agrees to pay the Town a fee for connection to the Town sewer system calculated in the manner set out in By-law 1-15 Rothesay Sewage By-law, as amended from time to time, to be paid to the Town twelve (12) months following the issuance of the building permit.
21. The Developer agrees to carry out subject to inspection and approval by Town representatives, and pay for the entire actual costs of Engineering design, supply, installation, inspection and construction of all service lateral(s) necessary to connect to the existing sanitary sewer system inclusive of all pipes, laterals, fittings, and precast concrete units.
22. The Developer agrees to submit for approval by the Town, prior to commencing any work to connect to the sanitary sewer system, any plans required by the Town, with each such plan meeting the requirements as described in the Town specifications for such development.
23. The Developer agrees that connection to the Town sanitary sewer system shall be supervised by the Developer's engineer and inspected by the Town Engineer or such other person as is designated by the Town prior to backfilling and shall occur at the sole expense of the Developer.

Retaining Walls

24. The Developer agrees that dry-stacked segmental concrete (masonry block) gravity walls shall be the preferred method of retaining wall construction for the purpose of erosion control or slope stability on the Lands and furthermore that the use of metal wire basket cages filled with rock (gabions) is not an acceptable method of retaining wall construction.
25. The Developer agrees to obtain from the Town a Building Permit for any retaining wall, as required on the Lands, in excess of 1.2 meters in height and that such retaining walls will be designed by a Professional Engineer, licensed to practice in New Brunswick.

Indemnification

26. The Developer does hereby indemnify and save harmless the Town from all manner of claims or actions by third parties arising out of the work performed hereunder, and the Developer shall file with the Town prior to the commencement of any work hereunder a certificate of insurance naming the Town as co-insured evidencing a policy of comprehensive general liability coverage on "an occurrence basis" and containing a cross-liability clause which policy has a limit of not less than Two Million Dollars (\$2,000,000.⁰⁰) including a project wrap-up liability policy (with no less than 24 months coverage after project completion). The aforesaid certificate must provide that the coverage shall stay in force and not be amended, canceled or allowed to lapse within thirty (30) days prior to notice in writing being given to the Town. The previously mentioned insurance coverage must remain in full force and effect during the period available to the Developer pursuant to this agreement to complete the work set out as described in this Agreement.

Notice

27. Any notice or advice which is to be given under this Agreement shall be deemed to have been satisfactorily given to the Developer if delivered personally or by prepaid mail addressed to **Propertystar Inc.**, 11 Elliot Road, Quispamsis, NB, E2G 2B5 and to the Town if delivered personally or by prepaid mail addressed to **ROTHESAY**, 70 HAMPTON ROAD, ROTHESAY, NEW BRUNSWICK, E2E 5L5. In the event of notice by prepaid mail, the notice will be deemed to have been received four (4) days following its posting.

By-laws

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

Termination

29. The Town reserves the right and the Developer agrees that the Town has the right to terminate this Agreement without compensation to the Developer if the specific proposal has not been completed on or before **INSERT DATE** being a date 5 years (60 months) from the date of Council's decision to enter into this Agreement. Accordingly, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform to the provisions of the Rothesay Zoning By-law.
30. Notwithstanding the preceding paragraph (29) above, the Parties agree that the development shall be deemed to have commenced if within a period of not less than three (3) months prior to **INSERT DATE** the construction of the municipal service infrastructure has begun and that such construction is deemed by the Development Officer in consultation with the Town Engineer as being continued through to completion as continuously and expeditiously as deemed reasonable.
31. The Developer agrees that should the Town terminate this Agreement the

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

Security & Occupancy

32. The Town and Developer agree that Final Occupancy of the proposed building(s), as required in the Building By-law, shall not occur until all conditions above have been met to the satisfaction of the Development Officer and an Occupancy Permit has been issued.
33. Notwithstanding Schedule D and E of this Agreement, the Town agrees that the Occupancy Permit may be issued provided the Developer supplies a security deposit in the amount of one hundred twenty percent (120%) of the estimated cost to complete the required storm water management and landscaping. The security deposit shall comply with the following conditions:
 - a. security in the form of an automatically renewing, irrevocable letter of credit issued by a chartered bank dispensed to and in favour of Rothesay;
 - b. Rothesay may use the security to complete the work as set out in Schedule D and E of this Agreement including landscaping or storm water works not completed within a period not exceeding six (6) months from the date of issuance of the Occupancy Permit;
 - c. all costs exceeding the security necessary to complete the work as set out in Schedule D and E this Agreement shall be reimbursed to Rothesay; and
 - d. any unused portion of the security shall be returned to the Developer upon certification that the work has been completed and acceptable to the Development Officer.

Failure to Comply

34. The Developer agrees that after sixty (60) days written notice by the Town regarding the failure of the Developer to observe or perform any covenant or condition of this Agreement, then in each such case:
 - (a) The Town shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defense based upon the allegation that damages would be an adequate remedy;
 - (b) The Town may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on the Lands and be shown on any tax certificate issued under the Assessment Act;
 - (c) The Town may, by resolution of Council, discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; and/or
 - (d) In addition to the above remedies, the Town reserves the right to pursue any other remediation under the *Community Planning Act* or Common

Law in order to ensure compliance with this Agreement.

Entire Agreement

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

Severability

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

Reasonableness

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

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

IN WITNESS WHEREOF, each of the parties set out below has caused this Agreement, made in duplicate, to be duly executed by its respective, duly authorized officer(s) as of _____, 2022.

Witness:

Propertystar Inc.

Mark Hatfield, Director

Rothesay

Witness:

Nancy E. Grant, Mayor

Witness:

Mary Jane E. Banks, Clerk

SCHEDULE A

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

Form 45

AFFIDAVIT OF CORPORATE EXECUTION

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

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

Office Held by Deponent: **Director**

Corporation: **PROPERTYSTAR INC.**

Place of Execution: Rothesay, Province of New Brunswick.

Date of Execution: _____, 2022

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

1. That I hold the office specified above in the corporation specified above, and am authorized to make this affidavit and have personal knowledge of the matters hereinafter deposed to;
2. That the attached instrument was executed by me as the officer(s) duly authorized to execute the instrument on behalf of the corporation;
3. the signature "MARK HATFIELD" subscribed to the within instrument is the signature of me and is in the proper handwriting of me, this deponent.
4. the Seal affixed to the foregoing indenture is the official seal of the said Corporation was so affixed by order of the Board of Directors of the Corporation to and for the uses and purposes therein expressed and contained;
5. That the instrument was executed at the place and on the date specified above;

DECLARED TO at Rothesay,
in the County of Kings,)
and Province of New Brunswick,)
This ___ day of _____, 2022)

BEFORE ME:)

Commissioner of Oaths)

MARK HATFIELD

Form 45

AFFIDAVIT OF CORPORATE EXECUTION

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

Deponent: MARY JANE E. BANKS

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

Office Held by Deponent: Clerk

Corporation: ROTHESAY

Other Officer Who Executed the Instrument: NANCY E. GRANT

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

Office Held by Other Officer Who Executed the Instrument: Mayor

Place of Execution: Rothesay, Province of New Brunswick.

Date of Execution: _____, 2022

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

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

DECLARED TO at town of
Rothesay, in the County of Kings,)
and Province of New Brunswick,)
This ___ day of _____, 2022)

BEFORE ME:)

Commissioner of Oaths)

MARY JANE E. BANKS

PROPERTYS STAR 145

145 HAMPTON ROAD

R O T H E S A Y , N E W B U R U N S W I C K

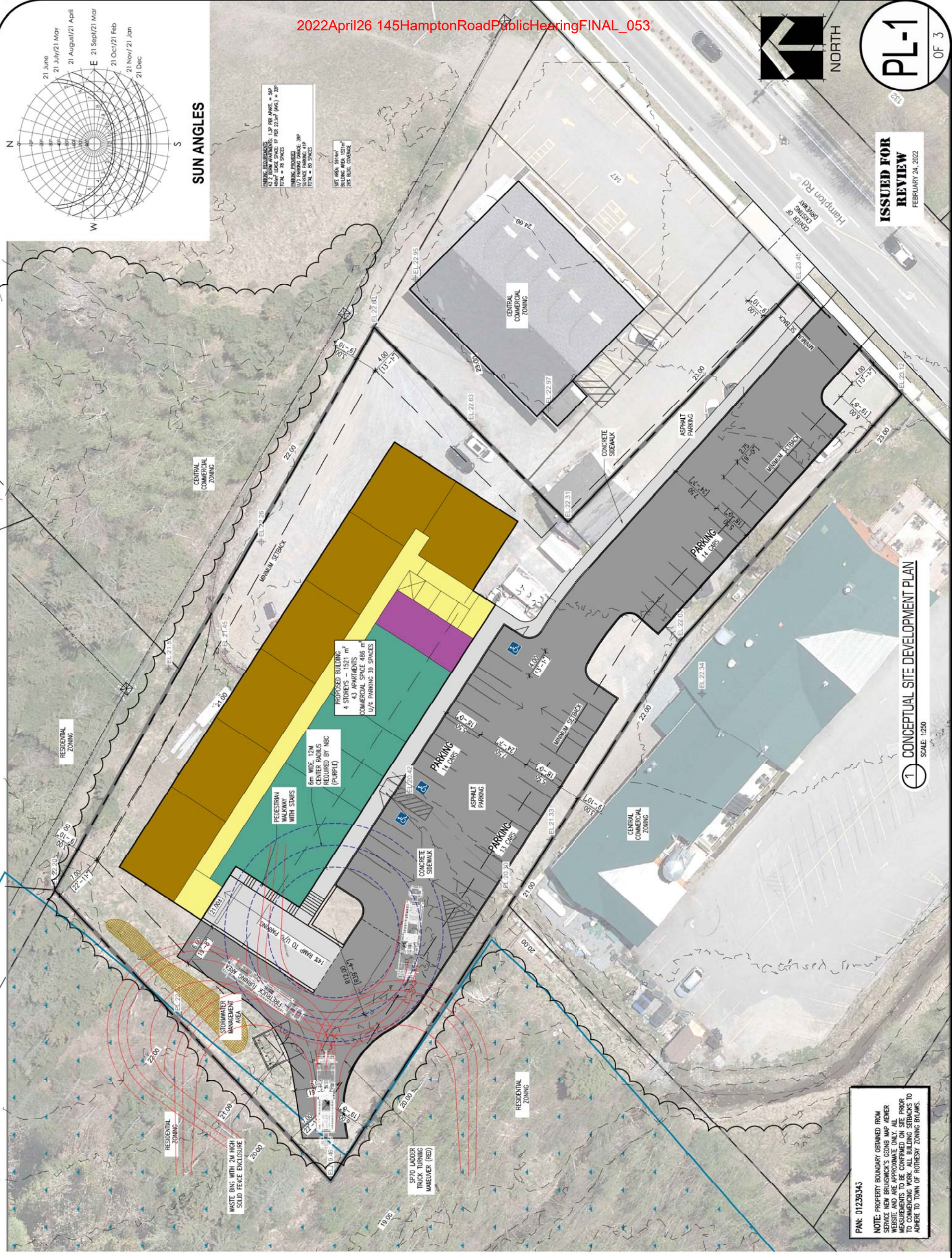


Polyline Designs Inc.
 RESIDENTIAL / COMMERCIAL BUILDING DESIGN
 SITE AND LANDSCAPE DESIGN
 INTERIOR DESIGN
 PAINTING and GRAPHIC SERVICES

MONROE OFFICE: 646 LESLIE STREET, MONROE, LA 70001
 T: 504.850.1833 • E: info@polylinedesigns.com
 SUSSEX OFFICE: 437 PICOBY ROAD, SUSSEX, VA 22457
 WWW.POLYLINEDESIGN.COM

PN: 01239343

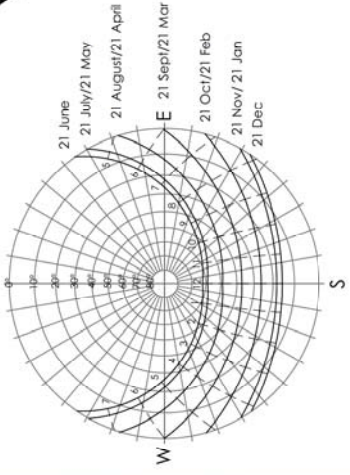
NOTE: PROPERTY BOUNDARY OBTAINED FROM SERVICE NEW BRUNSWICK'S GOING MAP REVER MESSIN AND ASSOCIATES INC. APPROXIMATE ONLY. SITE PRIOR TO COMMENCING WORK. ALL BUILDING STRIKES TO ADHERE TO TOWN OF ROTHESAY ZONING BYLAW.



1 CONCEPTUAL SITE DEVELOPMENT PLAN
 SCALE: 1:250

ISSUED FOR REVIEW
 FEBRUARY 24, 2022

PL-1
 OF 3



EXISTING RESURFACING: 1.3P PER SQUARE = 50P
 13.7 SQ. METERS APPROXIMATELY. 1.3P PER SQUARE = 50P
 16.9M² LEASE SPACE 1P PER 22.5M² (A6). = 20P
 TOTAL = 78 SPACES
 PARKING PROVIDED:
 1/2 PARKING GARAGE: 39P
 1/2 PARKING GARAGE: 39P
 TOTAL = 80 SPACES

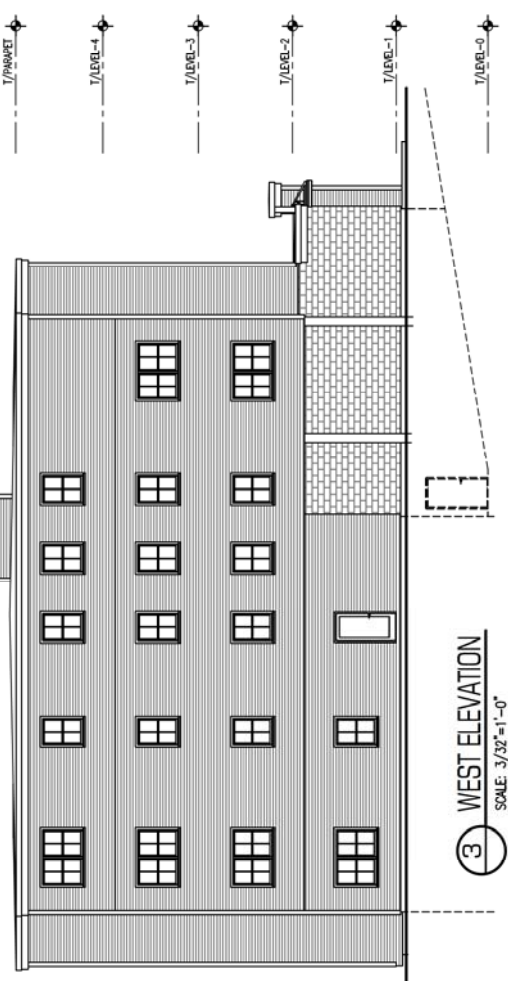
SEE ALSO: 101M²
 BUILDING AREA 125M²
 SEE BLDG. COVERAGE

PROPERTYS 145 145 HAMPTON ROAD

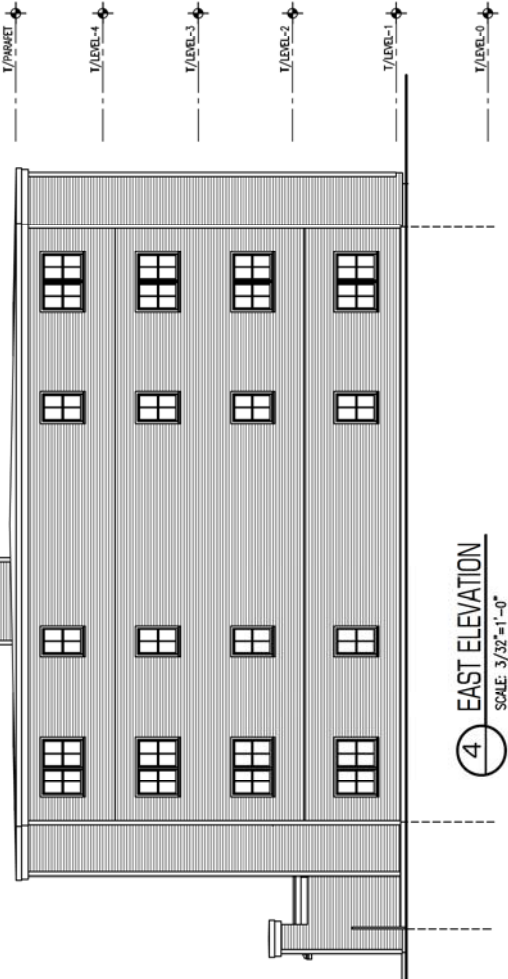
ISSUED FOR
PAC SUBMISSION
JANUARY 14, 2022

Polyline Designs Inc.
RESIDENTIAL / COMMERCIAL BUILDING DESIGN
SITE AND LANDSCAPE DESIGN
ARCHITECTURAL RENDERING
PAINTING and GRAPHIC SERVICES

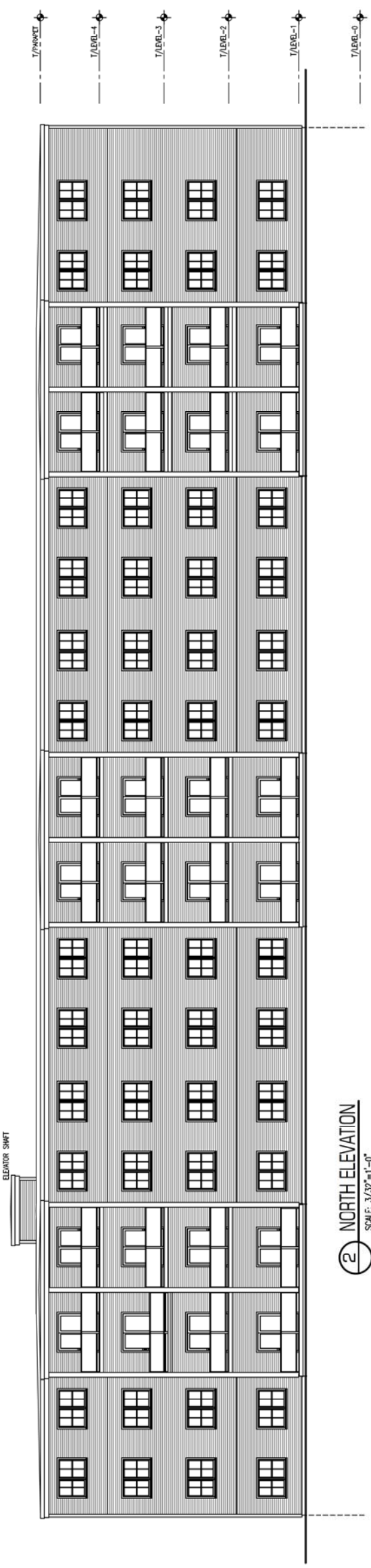
MONROVIA OFFICE: 505 LESLIE STREET, MONROVIA, MD ETC 647
T: 504.850.8500 x 1 E: info@polylinedesigns.ca
SUSSEX OFFICE: 437 PICKFORD ROAD, PICKFORD, NB E4E 5V7
T: 506.434.1157 x 1 E: info@polylinedesigns.ca
WWW.POLYLINEDESIGNS.CA



3 WEST ELEVATION
SCALE: 3/32"=1'-0"



4 EAST ELEVATION
SCALE: 3/32"=1'-0"



2 NORTH ELEVATION
SCALE: 3/32"=1'-0"

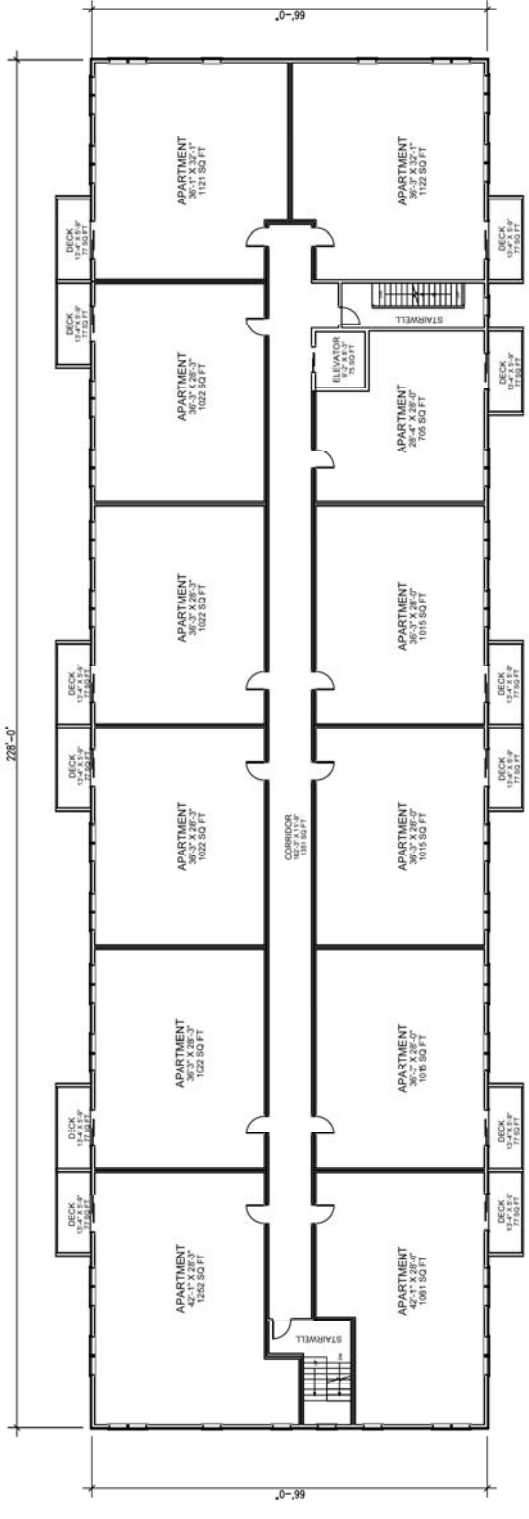


1 SOUTH ELEVATION
SCALE: 3/32"=1'-0"

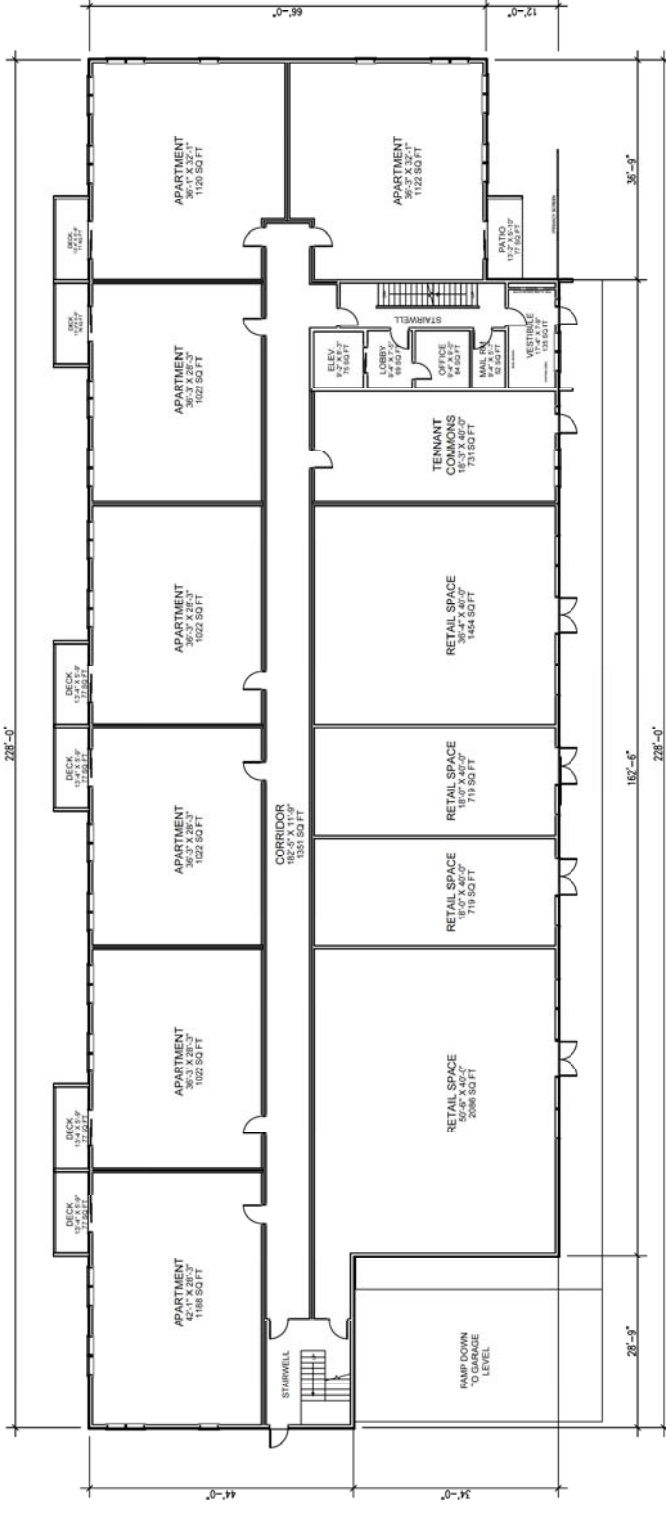
P R O P E R T Y 1 4 5

1 4 5 H A M P T O N R O A D

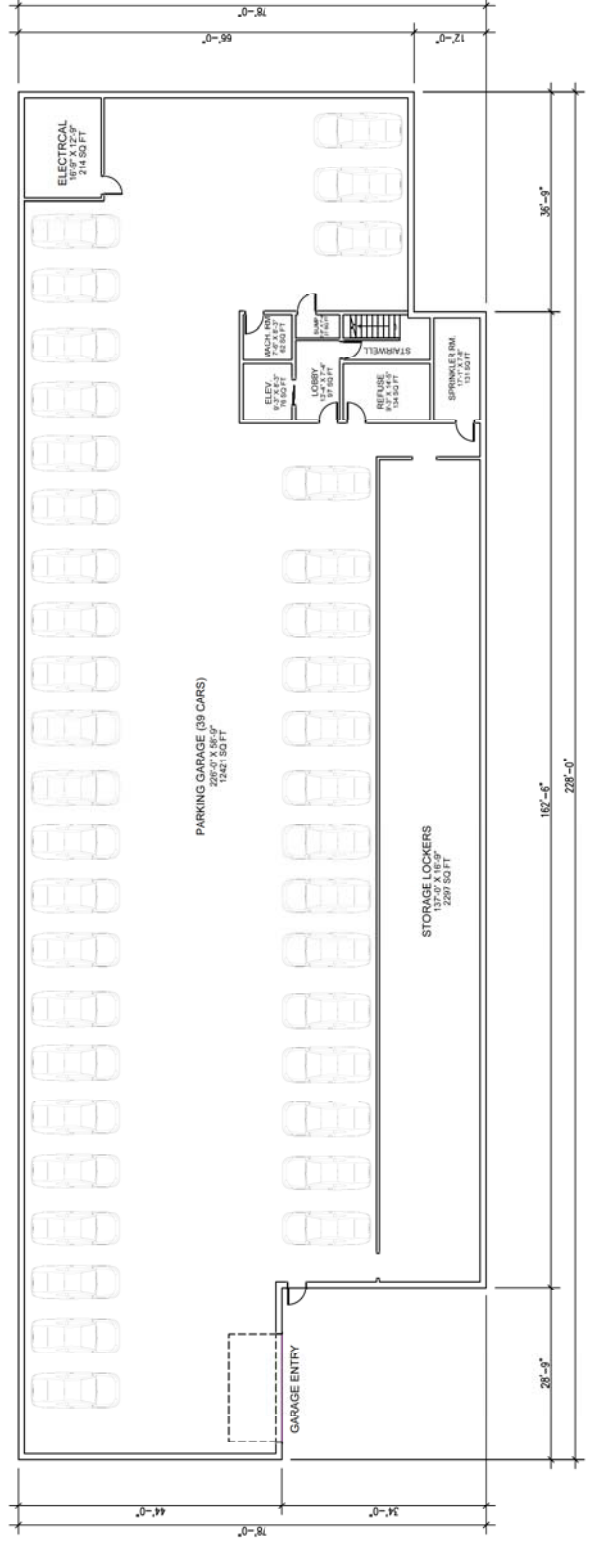
R O T H E S A Y , N E W B U R N S W I C K



3 LEVEL-2, 3, 4 FLOOR PLAN
SCALE: 1/16"=1'-0"
FLOOR AREA 15,048 S.F.
12 APARTMENTS



2 LEVEL-1 FLOOR PLAN
SCALE: 1/16"=1'-0"
FLOOR AREA 16,365 S.F.
7 APARTMENTS
TENANT COMMONS 731 S.F.
RETAIL SPACES 4,978 S.F.



1 LEVEL-0 FLOOR PLAN
SCALE: 1/16"=1'-0"
FLOOR AREA 16,365 S.F.
39 VEHICLE PARKING SPACES

Polyline Designs Inc.
RESIDENTIAL / COMMERCIAL BUILDING DESIGN
ARCHITECTURE
SITE AND LANDSCAPE DESIGN
CONSTRUCTION ADMINISTRATION
PAINTING and GRAPHIC SERVICES

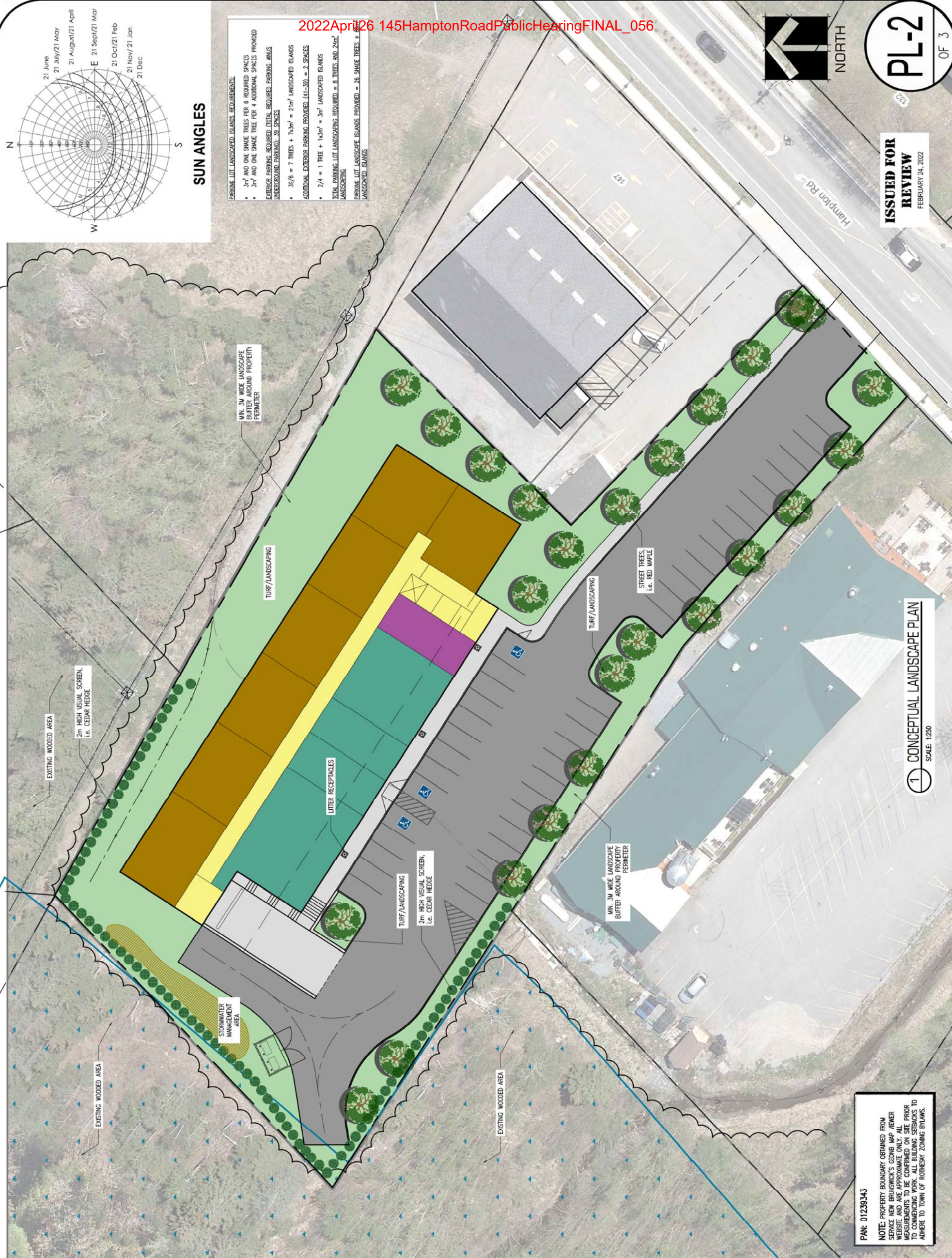
MONTEREY OFFICE: 305 LESLIE STREET, MONTEREY, CA 93940
T: 504.850.8500 x 1 E: info@polyline.com
SUSSEX OFFICE: 437 ROCKBURY ROAD, ROCKBURY, MA 01567
T: 508.434.1157 x 1 E: info@polyline.com
WWW.POLYLINEDESIGN.COM

PROPERTYS 145 HAMPTON ROAD 145

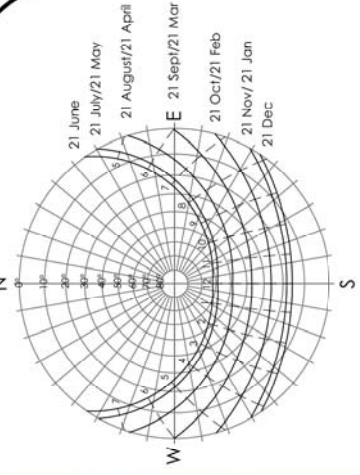
P Polyline Designs Inc.
 RESIDENTIAL / COMMERCIAL BUILDING DESIGN
 SITE AND LANDSCAPE DESIGN
 ARCHITECTURAL RENDERING AND GRAPHIC SERVICES

WORKING OFFICE: 685 LESLIE STREET, WILMINGTON, MA 01897
 508.650.1833 • E: info@polylinedesigns.com
 SUSSEX OFFICE: 437 PICKFORD ROAD, PICKFORD, MA 01857
 WWW.POLYLINEDESIGNS.COM

PAN: 01239343
 NOTE: PROPERTY BOUNDARY OBTAINED FROM SERVICE NEW BRUNSWICK'S GEOID MAP. FINDER SERVICE AND THE APPROXIMATE ONLY. SITE PRIOR TO COMMENCING WORK. ALL BUILDING STRUCKS TO ADHERE TO TOWN OF RUTHERS ZONING BYLAW.



- 2022 April 26 145 Hampton Road Public Hearing FINAL_056**
- PARKING LOT LANDSCAPED ISLANDS REQUIREMENTS:**
- 3/4' AND ONE SHADE TREE PER 6 REQUIRED SPACES
 - 3/4' AND ONE SHADE TREE PER 4 ADDITIONAL SPACES PROVIDED UNDERGROUND PARKING - 38 SPACES
- EXTERIOR PARKING REQUIRED TOTAL REQUIRED PARKING MINUS UNDERGROUND PARKING - 38 SPACES**
- 35/6 = 7 TREES + 7.5m² = 21m² LANDSCAPED ISLANDS
- ADDITIONAL EXTERIOR PARKING PROVIDED (41-39) = 2 SPACES**
- 2/4 = 1 TREE + 1.5m² = 3m² LANDSCAPED ISLANDS
- TOTAL PARKING LOT LANDSCAPING REQUIRED = 8 TREES AND 24m² LANDSCAPING**
- PARKING LOT LANDSCAPE ISLANDS PROVIDED = 26 SHADE TREES + 18 LANDSCAPED ISLANDS**



NORTH

ISSUED FOR REVIEW
 FEBRUARY 24, 2022

PL-2
 OF 3

1 CONCEPTUAL LANDSCAPE PLAN
 SCALE: 1:250

Ref: 21358-StormwaterReview

January 14, 2022

Mr. McLean,

Re: 145 Hampton Road - Homestar - Stormwater Review

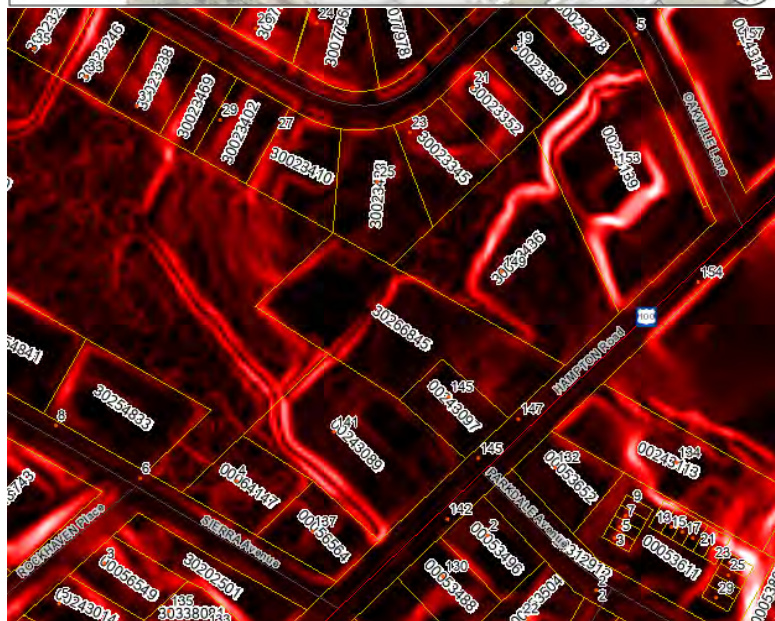
Don-More Surveys & Engineering Ltd. (Don-More) has been engaged to perform a high level review of a proposed development at the above address relative to a stormwater management strategy.

We have been provided with a revised conceptual site plan prepared by Polyline Designs dated January 13, 2022 and this review is limited to details shown on this site plan.



Existing Site

The existing site can be characterised as a generally flat area with two existing buildings. The front area of the site is an asphalt parking area. The rear portion of the site is gravel. The rear area is bisected by a drainage channel flowing southwest from the vacant property at 149 Hampton Road. This drainage channel connects with a larger channel flowing northwest along the southern side of 141 Hampton Road and the combined channel flows northwest into an existing wetland area which eventually drains into Salmon Creek.



Stormwater Management Approach

The proposed site plan shows the new building sitting on the northern portion of the site and

lying on top of the existing drainage channel. This channel would need to be rerouted along the northern and western sides of the new building.

The new site would be designed to perform stormwater management to limit peak flows to pre development levels. Water draining from the parking areas would be directed to a Stormscepter to provide treatment of water quality. Below are preliminary design ideas for how this will be achieved.

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

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

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

Closing

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

Yours truly,

Don-More Surveys & Engineering Ltd.

Andrew Toole

Andrew Toole, NBLs, P.Eng.



To: Chair and Members of Rothesay Planning Advisory Committee
From: Brian L. White, MCIP, RPP
Director of Planning and Development Services
Date: Monday, January 31, 2022
Subject: Rezoning - 43 Unit Apartment Building – 145 Hampton Road

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

ORIGIN:

An application from Mark Hatfield, Director of PropertyStar Inc. to rezone 5914m² (1.46 acres) of land (see Map 1) at 145-147 Hampton Road from Central Commercial to the Multi-Unit Residential Zone [R4] for a 43-unit / mixed used commercial apartment building subject to the terms of a development agreement.



Figure 1 - Architectural Rendering of Proposed 43 Unit Apartment Building

BACKGROUND:

The subject parcels (PIDs 30266845, 00243097) are located along the mid-point of Hampton Road’s commercial corridor and are designated and zoned for Commercial uses.

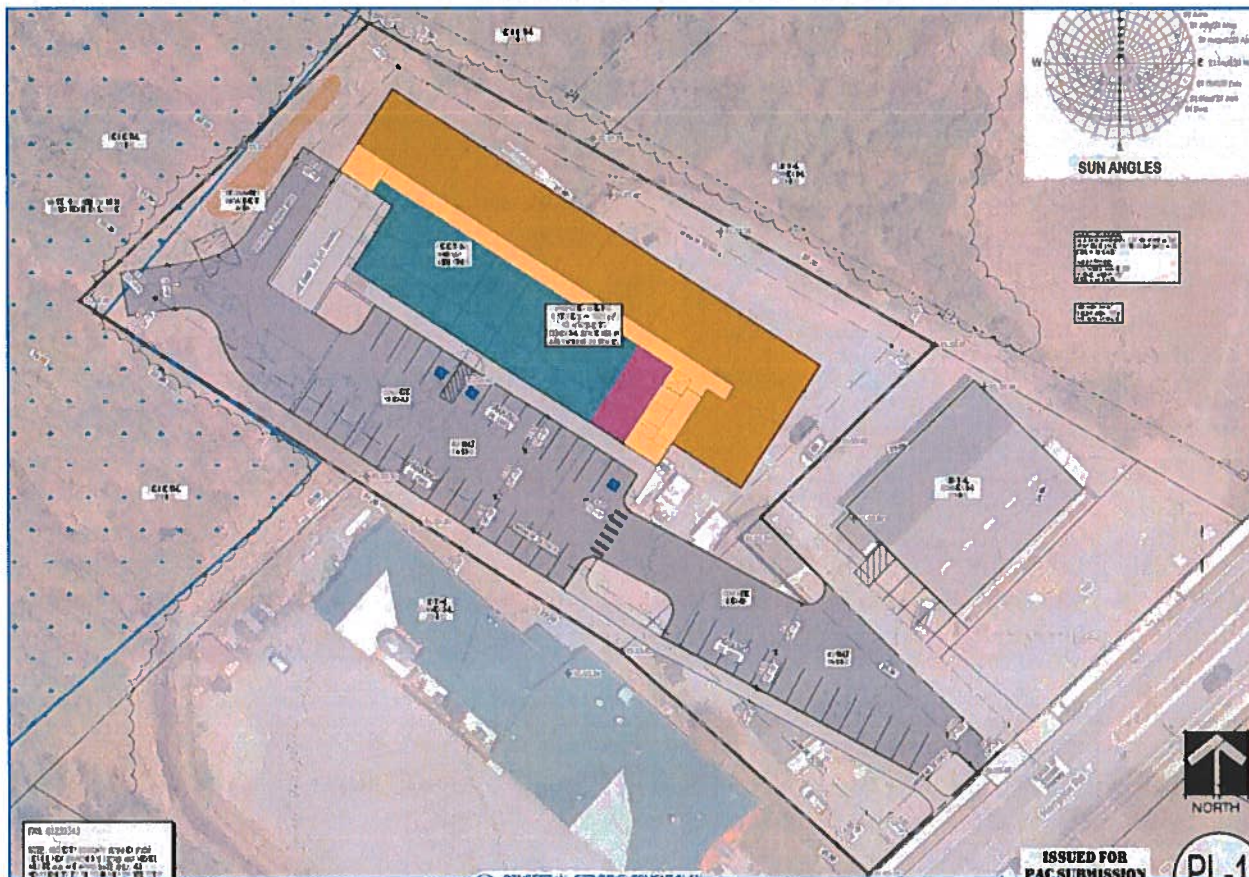


Figure 2 - Site of 145-147 Hampton Road Proposed Apartment Building

The Municipal Plan By-law 1-20 does contain policy direction (see Policy HDR-4 follows) that would allow Council to consider the application.

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

Policy HDR-4 High-density Residential:

COUNCIL SHALL Consider that High-density Residential development may be appropriate throughout the Commercial Designation¹, and may consider multi-unit dwellings through the rezoning and development agreement process where such development demonstrates compliance with the following requirements:

¹ Although the property is not designated Commercial Council can consider amendments to the Zoning By-law on lands that adjoin a different land use designation (see Policy IM-14 Adjoining Designations)

- a) Subject lands are adjacent to or in close proximity to collector or arterial streets and transit routes;
- b) The maximum density does not exceed 100 square metres of land per apartment unit;
- c) Subject lands are adequate in size relative to the intensity and scale of the proposed land development;
- d) The subject lands do not exceed 1 acre in total area (or 40 apartment units);
- e) Underground parking is provided;
- f) Require the developer provide a technical wind and shadow study, to be completed by a certified professional, to ensure the proposed development does not generate excessive wind or cast a shadow on abutting properties or public road right-of-way that would detract from the quality, enjoyment, or use of the space.
- g) Require the developer to complete a traffic impact assessment for the proposed development on the surrounding area completed by a qualified transportation engineer or other technical specialist;
- h) Excellence in site design best practices addressing features such as Crime Prevention through Environmental Design (CPTED) principles, urban design, and high quality landscaping; and
- i) A building design of high quality that is consistent with community values and architectural best practices.

ANALYSIS:

Policy HDR-4 High-density Residential	Staff Comment
Subject lands are adjacent to or in close proximity to collector or arterial streets and transit routes;	The proposed building has frontage on Hampton Road. A traffic impact statement was prepared to determine any additional traffic enhancement or requirements.
The maximum density does not exceed 100 square meters of land per apartment unit;	The 2 properties have a total area of 7931.6m ² (~2 acres) and the applicant intends to utilize 5914m ² of the land for the 43 unit building which does not exceed the 100m ² of land per apartment unit. The existing commercial building at 147 Hampton Road will remain on its newly reconfigured lot of approximately ~2000m ² .
Subject lands are adequate in size relative to the intensity and scale of the proposed land development;	The proposed building would be located in an area containing a variety of uses including a restaurant and microbrewery, dentist office, grocery store, dry cleaners and low-density residential uses off Monaco Drive.
The subject lands do not exceed 1 acre in total area (or 40 apartment units);	As noted the entire parcel of land has a total area of 5143.5m ² , which exceeds the (4000m ²) limit on project density however, the project density at 43 units when combined with affordable housing density bonusing complies with the policy restriction on density. .

<p>Underground parking is provided;</p>	<p>The proposal includes indoor parking on the building's main level and a combination of sheltered and open surface parking.</p>
<p>Require the developer provide a technical wind and shadow study, to be completed by a certified professional, to ensure the proposed development does not generate excessive wind or cast a shadow on abutting properties or public road right-of-way that would detract from the quality, enjoyment, or use of the space.</p>	<p>The applicant has submitted a technical shadow study of the proposed building.</p>
<p>Require the developer to complete a traffic impact assessment for the proposed development on the surrounding area completed by a qualified transportation engineer or other technical specialist;</p>	<p>The applicant has submitted a traffic assessment and Staff are still reviewing the submission.</p>
<p>Excellence in site design best practices addressing features such as Crime Prevention through Environmental Design (CPTED) principles, urban design, and high quality landscaping; and</p>	<p>Staff note that because the proposed building includes ground floor commercial and it is important that the residential entrance be defined such that it is not confused with the commercial businesses and non-residents do not enter the residential portion of the building. Staff believe the residential entrance should better accentuated and well defined with landscaping, architectural design, lighting and signage.</p>
<p>A building design of high quality that is consistent with community values and architectural best practices.</p>	<p>Staff believe that the flat roof modern style of architecture in this mixed-use neighbourhood achieves good design as the scale, bulk and height of the building is appropriate to the existing or desired future character of Hampton Road and surrounding buildings. Staff are encouraged by use of wood siding in combination with other materials to add warmth and texture to the building. However, the building with the exception of the commercial storefronts is clad in vinyl siding. Staff would recommend that PAC review the aesthetic of the siding in more detail.</p> <p>Staff are also concerned that roof parapet signs over the commercial storefronts is not appropriate in this mixed-use application and will create a visual nuisance for second floor residents of the building. Staff recommend that signage be limited to awning signs incorporated into an awning valance. Awnings along commercial face of the building can provide a sense of scale as well as separating the storefront from the upper stories. Another acceptable sign would be projecting signs</p>

	<p>or wall mounted signs that enhance the character of the residential building. Staff note that lighting of the commercial signs should be restricted in their application to prevent light spillage into the upper level residential units.</p>
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DEVELOPMENT AGREEMENT:

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

Implementation Policy IM-13	Staff Review
<p>A. That the proposal is not premature or inappropriate by reason of:</p>	
<p>1) The financial capability of Rothesay to absorb any costs relating to the development;</p>	<p>The applicant will bear the cost of the development and no cost burdens are anticipated for the Town.</p>
<p>2) The adequacy of municipal wastewater facilities, storm water systems or water distribution systems;</p>	<p>Staff believe that the municipal infrastructure is adequate for the proposed development.</p>
<p>3) The proximity of the proposed development to schools, recreation or other municipal facilities and the capability of these services to satisfy any additional demands;</p>	<p>Staff believe the schools, recreation or other municipal facilities in the neighbourhood are adequate for the proposed development.</p>
<p>4) The adequacy of road networks leading to or within the development; and</p>	<p>Staff are still reviewing the traffic study.</p>
<p>5) The potential for damage or destruction of designated historic buildings and sites.</p>	<p>There are no historic buildings or sites identified within the project’s vicinity.</p>
<p>B. that controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:</p>	
<p>1. Type of use;</p>	<p>The multi-unit residential is a compatible use with the surrounding businesses.</p>
<p>2. Height, bulk and lot coverage of any proposed building;</p>	<p>Staff believe the building is appropriate to the lot and surrounding area.</p>
<p>3. Traffic generation, access to and egress from the site, and parking; open storage; and</p>	<p>Staff are reviewing the traffic study.</p>
<p>4. Signage.</p>	<p>Staff recommend that the applicant provide more details on the signage that can be incorporated into the development agreement, with the goal of ensuring a pleasant and livable environment for residents.</p>

C. That the proposed development is suitable in terms of the steepness of grades, soil and geological conditions, proximity to watercourses, or wetlands and lands that are vulnerable to flooding.

The applicant has conducted an environment study of the property and received a watercourse alteration permit from the Department of Environment for the construction of an apartment building.

KENNEBECASIS VALLEY FIRE DEPARTMENT:

As is required by Municipal Plan Policy FR-7, the KVFD must review proposals for new development projects to ensure that public safety and firefighting concerns are addressed. KV Fire Department are still reviewing the proposed development.

POLLING:

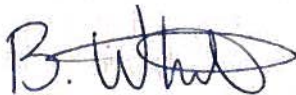
Staff will prepare a polling notification letter to be sent to surrounding property owners.

RECOMMENDATIONS:

Staff recommend the Planning Advisory Committee consider the following MOTION:

A. PAC HEREBY Tables the rezoning application for 145 Hampton Road pending the receipt of a supplemental staff report containing the following:

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



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

Date: Monday, January 31, 2022

ATTACHMENTS

Map 1

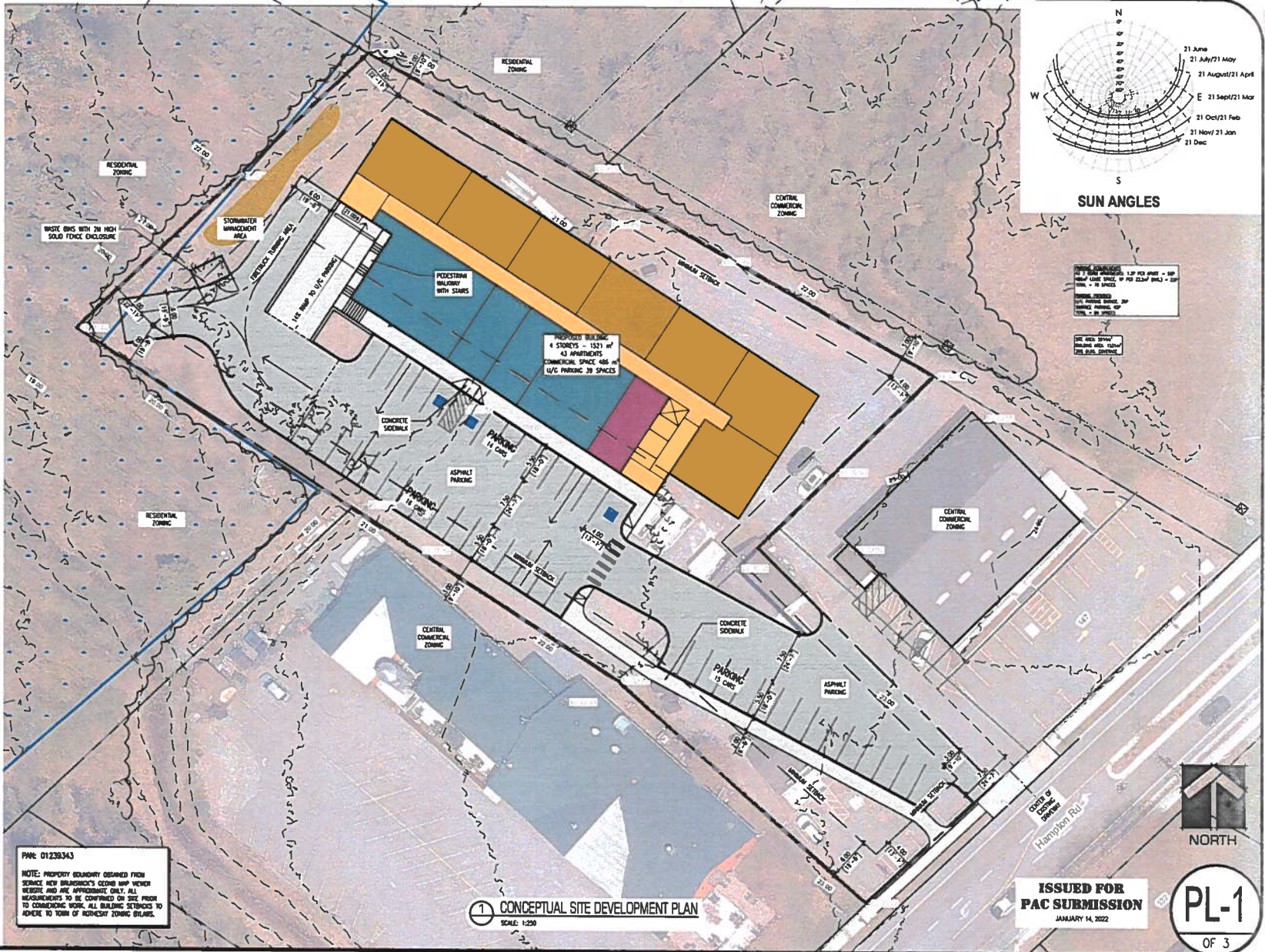
Property Location Map

Attachment A

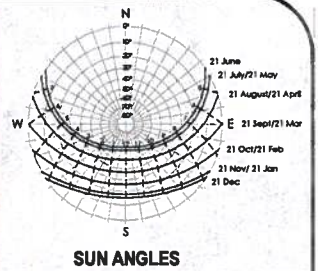
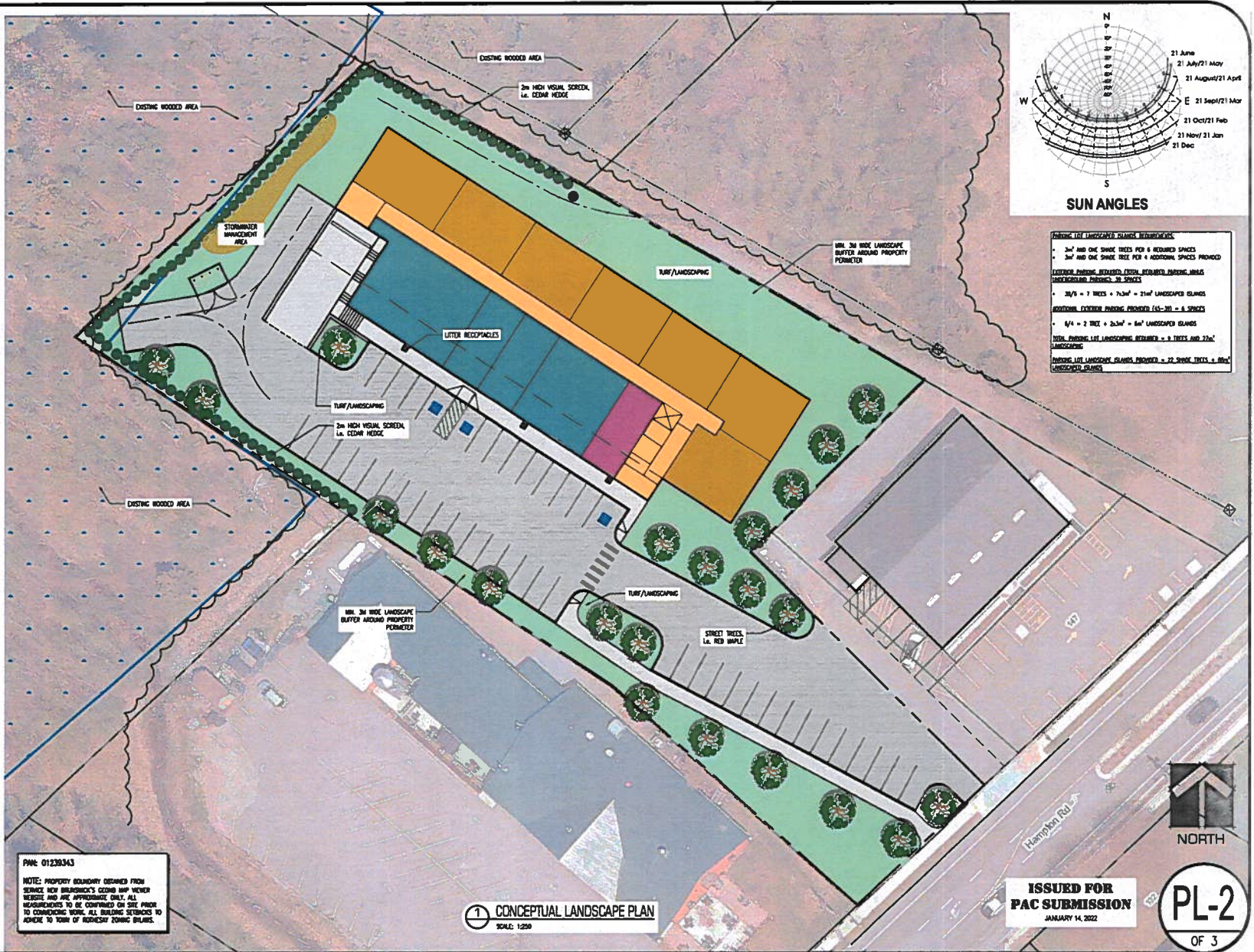
Proposed Development Submission from Applicant

PROPERTY STAR 145
145 HAMPTON ROAD
ROTHESAY, NEW BRUNSWICK

Polyline Designs
 RESIDENTIAL / COMMERCIAL BUILDING DESIGN
 SITE AND LANDSCAPE DESIGN
 ARCHITECTURAL SUPPORT TECHNOLOGY
 SURVEYING AND GEOTECH SERVICES
 WOODBRIDGE OFFICE, 204 LEASE STREET, WOODBRIDGE, NJ 07097
 TEL: 908.580.2839 • E: info@polylinedesigns.com
 BASKET OFFICE, 437 FIDELITY ROAD, PHOENIX, AZ 85047
 TEL: 508.524.1127 • E: info@polylinedesigns.com
 WWW.POLYLINEDESIGNS.COM



PROPERTY STAR 145
145 HAMPTON ROAD
ROTHESAY, NEW BRUNSWICK



- PLANTING LIST LANDSCAPED DRIVEWAYS/STREETS**
- 3'x4' AND ONE SHADE TREE PER 4 REQUIRED SPACES
 - 3'x4' AND ONE SHADE TREE FOR 4 ADDITIONAL SPACES PROVIDED LANDSCAPING PROVIDED IN SPACES
- LANDSCAPING PROVIDED FROM SEPARATE PARKING LINES LANDSCAPING PROVIDED IN SPACES**
- 20'x5' = 7 TREES + 7x3m² = 21m² LANDSCAPED ISLANDS
- ADDITIONAL EXTERIOR PARKING PROVIDED (15-30) = 6 SPACES**
- 4'x4' = 2 TREE + 2x3m² = 6m² LANDSCAPED ISLANDS
- TURF, PARKING LOT LANDSCAPING PROVIDED = 9 TREES AND 27m² LANDSCAPING**
- EXISTING LOT LANDSCAPING PROVIDED = 37 SHADE TREES + 6m² LANDSCAPED ISLANDS**

Polyline Designs Inc.
RESIDENTIAL / COMMERCIAL BUILDING DESIGN
SITE AND LANDSCAPE DESIGN
ARCHITECTURAL SUPPORT TECHNOLOGY
CONCRETE AND CIVIL SERVICES

WORKING OFFICE: 208 LITTLE ROCK, WASHINGTON, MD 20740
T: 301.241.3138 • C: 301.241.3138
BASES OFFICE: 425 HIGHLAND AVENUE, HIGHLAND, MD 21740
T: 800.424.1157 • E: info@polylinedesigns.com
WWW.POLYLINEDESIGNS.COM

PIN: 01238343

NOTE: PROPERTY BOUNDARY OBTAINED FROM SURVEY. NEW BRUNSWICK'S GEODETIC MAP VIEWER WEBSITE AND USE APPROXIMATE ONLY. ALL MEASUREMENTS TO BE CONFIRMED ON SITE PRIOR TO COMMENCING WORK. ALL BUILDING SETTINGS TO ADHERE TO TOWN OF ROTHESSAY ZONING BYLAW.

CONCEPTUAL LANDSCAPE PLAN
SCALE: 1:250

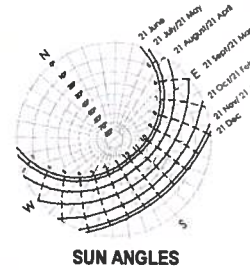
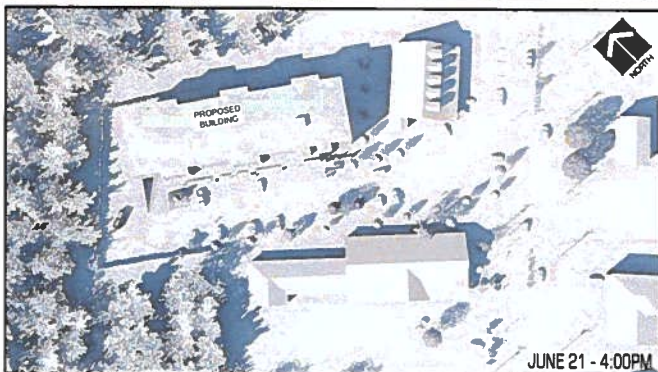
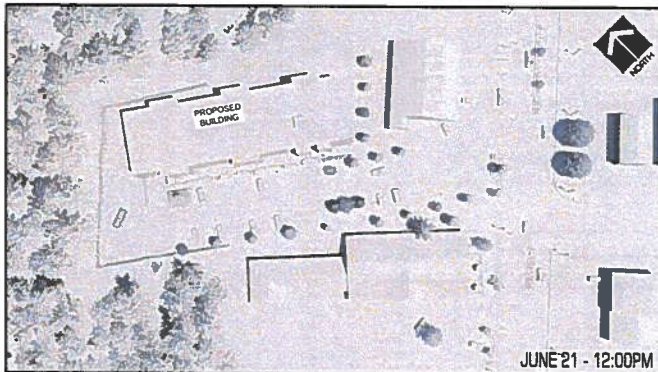
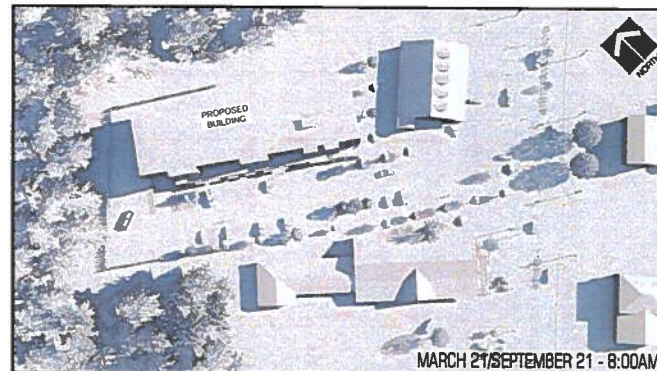
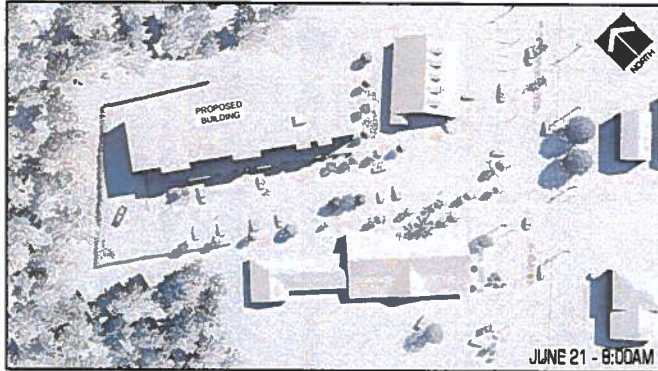
ISSUED FOR
PAC SUBMISSION
JANUARY 14, 2022

NORTH

PL-2

OF 3

PROPERTY STAR 145
145 HAMPTON ROAD
ROTHESAY, NEW BRUNSWICK



Polyline Designs, Inc.
 ARCHITECTURAL / COMMERCIAL BUILDING DESIGN
 SITE AND LANDSCAPE DESIGN
 MECHANICAL SUPPORT TECHNOLOGY
 INTERIOR AND EXTERIOR FINISHES

MONITOR OFFICE: 300 VESLEY STREET, MONROE, LA 70131
 T: 504.885.3330 F: 504.885.3333
 BUSBY OFFICE: 437 FIDELITY AVENUE, FIDELITY, MO 64501
 T: 386.431.1157 F: 386.431.1158
 WWW.POLYLINEDESIGNS.COM

SHADOW STUDY
 SCALE: NTS

**ISSUED FOR
 PAC SUBMISSION**
 JANUARY 14, 2022

PL-3
 OF 3

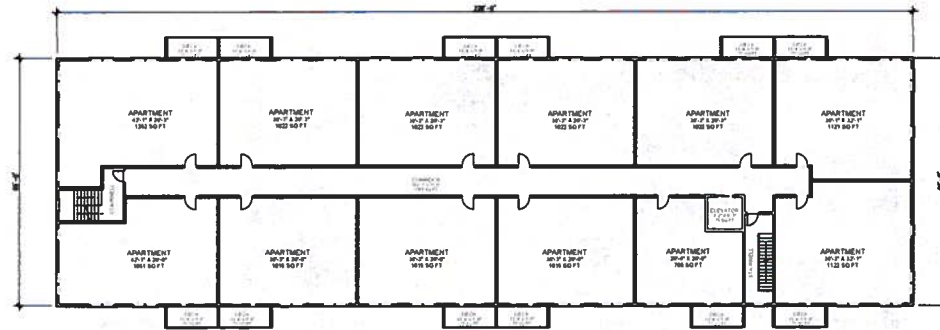
PROPERTY STAR 145
 145 HAMPTON ROAD
 ROTHESSAY, NEW BRUNSWICK

Polyline Designs Inc.
 RESIDENTIAL / COMMERCIAL BUILDING DESIGN
 MECHANICAL / ELECTRICAL / PLUMBING DESIGN
 ARCHITECTURAL SUPPORT TECHNOLOGY
 INTERIOR AND EXTERIOR FINISHES

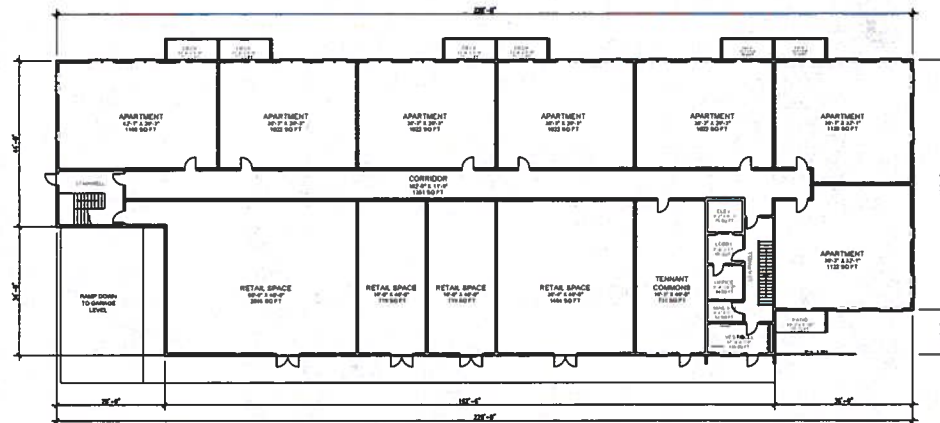
PHYSICAL ADDRESS: 206 ARDEN STREET, MONROE, NJ 07033
 TEL: 908.288.1329 • FAX: 908.288.1328
 EMAIL: info@polylinedesigns.com

PHYSICAL ADDRESS: 427 HANCOCK STREET, HOBOKEN, NJ 07030
 TEL: 201.524.1153 • FAX: 201.524.1154
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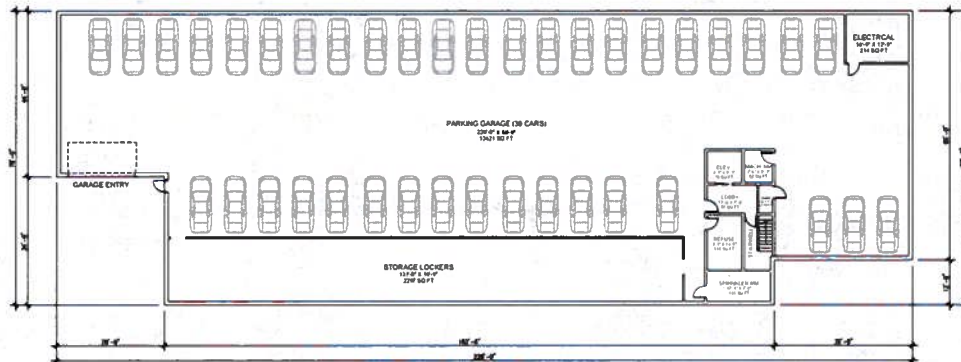
3 LEVEL-2, 3, 4 FLOOR PLAN
 SCALE: 1/16"=1'-0"
 FLOOR AREA 15,048 S.F.
 12 APARTMENTS



2 LEVEL-1 FLOOR PLAN
 SCALE: 1/16"=1'-0"
 FLOOR AREA 16,365 S.F.
 7 APARTMENTS
 TENANT COMMONS 731 S.F.
 RETAIL SPACES 4,978 S.F.



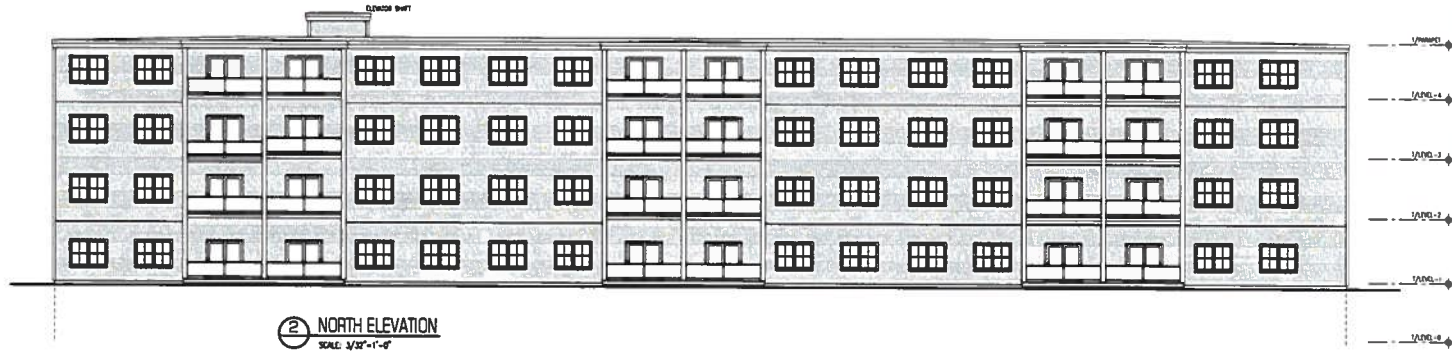
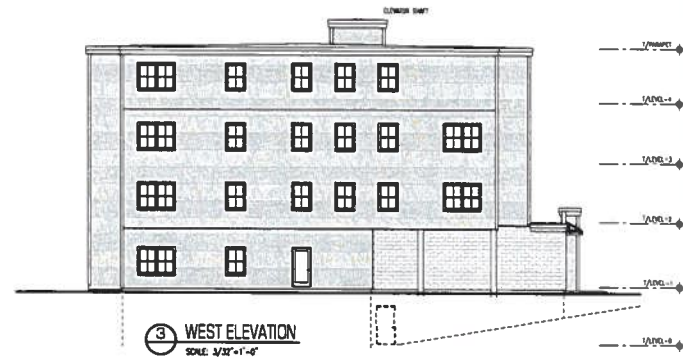
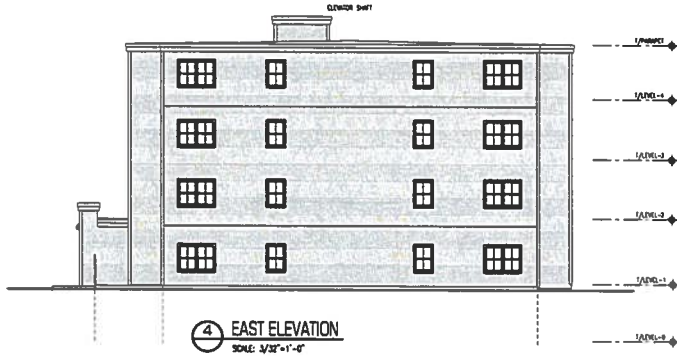
1 LEVEL-0 FLOOR PLAN
 SCALE: 1/16"=1'-0"
 FLOOR AREA 16,365 S.F.
 39 VEHICLE PARKING SPACES



**ISSUED FOR
 PAC SUBMISSION**
 JANUARY 14, 2022

PA-1
 OF 2

PROPERTY STAR 145
145 HAMPTON ROAD
ROTHESAY, NEW BRUNSWICK



ISSUED FOR
PAC SUBMISSION
JANUARY 14, 2022

Polyline Designs INC.
RESIDENTIAL / COMMERCIAL BUILDING DESIGN
- 3D & 2D VISUALIZATION -
ARCHITECTURAL SUPPORT TECHNOLOGY
(PRINTING AND GRAPHIC SERVICES)
MONROE OFFICE: 204 LEWIS STREET, MONROE, LA 70647
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PROPERTYSTAR 145
43 UNIT APARTMENT + COMMERCIAL
HAMPTON ROAD, ROTHESAY, NB



PROPERTYSTAR 145
43 UNIT APARTMENT + COMMERCIAL
HAMPTON ROAD, ROTHESAY, NB



PROPERTYSTAR 145
43 UNIT APARTMENT + COMMERCIAL
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**PROPERTYSTAR 145
43 UNIT APARTMENT + COMMERCIAL
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**PROPERTYSTAR 145
43 UNIT APARTMENT + COMMERCIAL
HAMPTON ROAD, ROTHESAY, NB**



**PROPERTYSTAR 145
43 UNIT APARTMENT + COMMERCIAL
HAMPTON ROAD, ROTHESAY, NB**

Ref: 21358-StormwaterReview

January 14, 2022

Mr. McLean,

Re: 145 Hampton Road - Homestar - Stormwater Review

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

We have been provided with a revised conceptual site plan prepared by Polyline Designs dated January 13, 2022 and this review is limited to details shown on this site plan.

Existing Site

The existing site can be characterised as a generally flat area with two existing buildings. The front area of the site is an asphalt parking area. The rear portion of the site is gravel. The rear area is bisected by a drainage channel flowing southwest from the vacant property at 149 Hampton Road. This drainage channel connects with a larger channel flowing northwest along the southern side of 141 Hampton Road and the combined channel flows northwest into an existing wetland area which eventually drains into Salmon Creek.



Stormwater Management Approach

The proposed site plan shows the new building sitting on the northern portion of the site and

lying on top of the existing drainage channel. This channel would need to be rerouted along the northern and western sides of the new building.

The new site would be designed to perform stormwater management to limit peak flows to pre development levels. Water draining from the parking areas would be directed to a Stormscepter to provide treatment of water quality. Below are preliminary design ideas for how this will be achieved.

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

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

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

Closing

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

Yours truly,

Don-More Surveys & Engineering Ltd.

Andrew Toole

Andrew Toole, NBLS, P.Eng.

506.433.4427 (Sussex)

506.652.1522 (Saint John)

info@dmse.ca

www.dmse.ca

2023 April 26 145 Hampton Road Public Hearing FINAL_079



Ref: 21358-WaterDemands

November 23, 2021

Mr. McLean,

Re: 145 Hampton Road - Water Demands - Homestar

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 145 Hampton Road.

We understand the proposed development is a 6 story building with a footprint of 1275m². There are 48 proposed apartment units as well as commercial space on the first floor.

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 1308gpm, and for limited combustible construction a peak demand of 1482gpm.

We can then calculate the peak domestic demands for the building. 48 residential units create a max hourly demand of 23gpm. Commercial space is harder to account for as uses can vary widely. Shopping centre demands are typically 2000-5000L/1000m²/day. As a conservative number, we will use 5000L/1000m²/day as our max day demand. This gives a combined max hourly demand of 24gpm.

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 1506gpm (1482gpm+24gpm), and comparing to the hydrant flow test we see a projected system pressure of about 33psi at peak demand. This is considered acceptable and based on this information we feel the system will support this development.

Closing

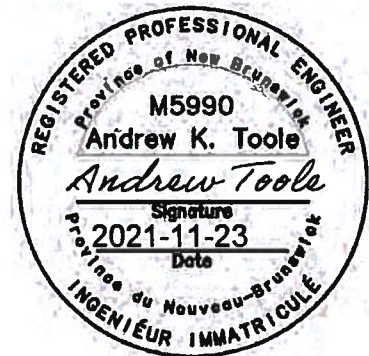
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Yours truly,

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
21358- 145 Hampton Road**

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

$F = 220C\sqrt{A}$

where: F= required fire flow in litres per minute (LPM)
C= Coefficient related to the type of construction
A= Total floor area (m²)

Part 1: Determining an Estimate of Fire Flow

Assuming fire resistive construction (C=0.6)

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

$A = 2 \times 1275 + (0.5 \times 4 \times 1275) = 5100 \text{ m}^2$ *(This assumes underground parking is ignored as it is at least 50% buried)*

F = 9426.69 LPM

Part 2: Reduction for Non-Combustible or Limited Combustible

For Non-Combustible (-25%) F = 7070.01 LPM

For Limited Combustible (-15%) F = 8012.68 LPM

Part 3: Reduction for Sprinklers (-30%)

For Non-Combustible F = 4949.01 LPM

For Limited Combustible F = 5608.88 LPM

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

1307.5 GPM
1481.9 GPM

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

Domestic Demand Calculations
21358- 145 Hampton Road

Residential Portion of Building

Units	48 Units
Population	120 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	0.569 l/s 34.2 l/min 9.0 Gal/min (US)
Max day	0.944 l/s 56.7 l/min 15.0 Gal/min (US)
Max hour	1.424 l/s 85.4 l/min 22.6 Gal/min (US)

Commerical portion of building

	area	1275 m ²	
			shopping centre (2000-5000 L/1000m ² /Day)
	using	5000 L/1000m ² /day as max day demand	
Avg Day		3844 L/day	0.7 Gal/min (US)
Max day		6375 L/day	1.2 Gal/min (US)
Max hour		9609 L/day	1.8 Gal/min (US)

Total Domestic Demand

Avg Day	9.7 Gal/min (US)
Max day	16.1 Gal/min (US)
Max hour	24.3 Gal/min (US)

Appendix B

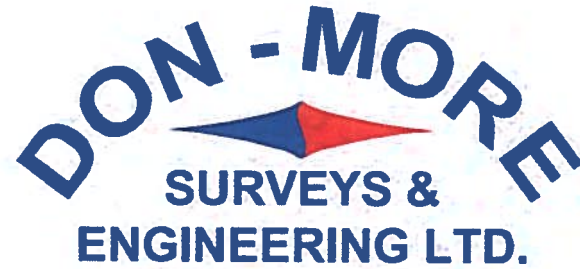
Hydrant Flow Test

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: Homestar
Date: November 23, 2021
Location: 145 Hampton Road, Rothesay



System Info:

Pipe size: 200mm

Looped: Yes

Notes:

Test Data:

Residual Hydrant: 8 Parkdale Avenue

Flow Hydrant: Intersection of Parkdale & Hampton Roads

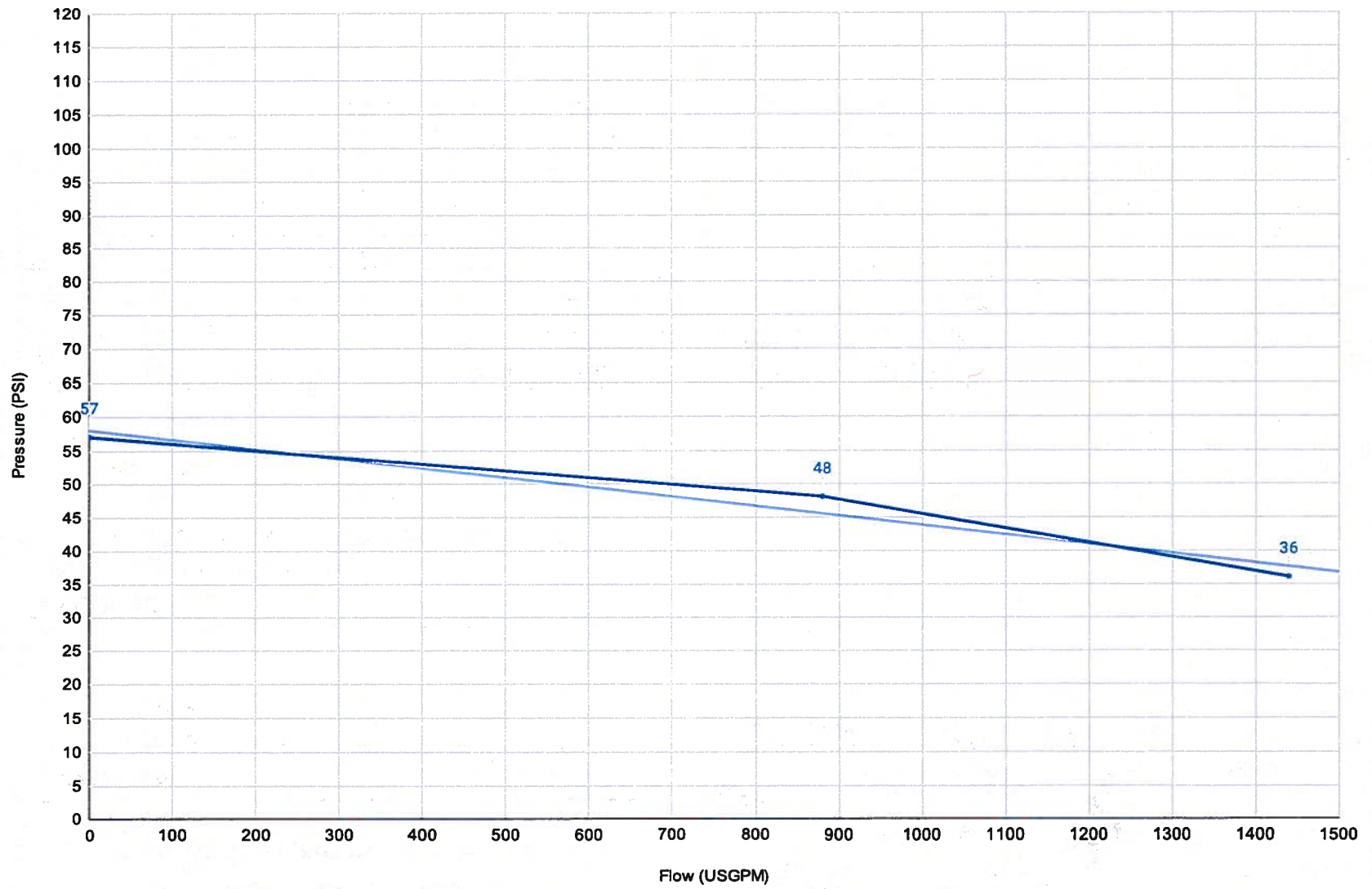
Static pressure: 57 psi

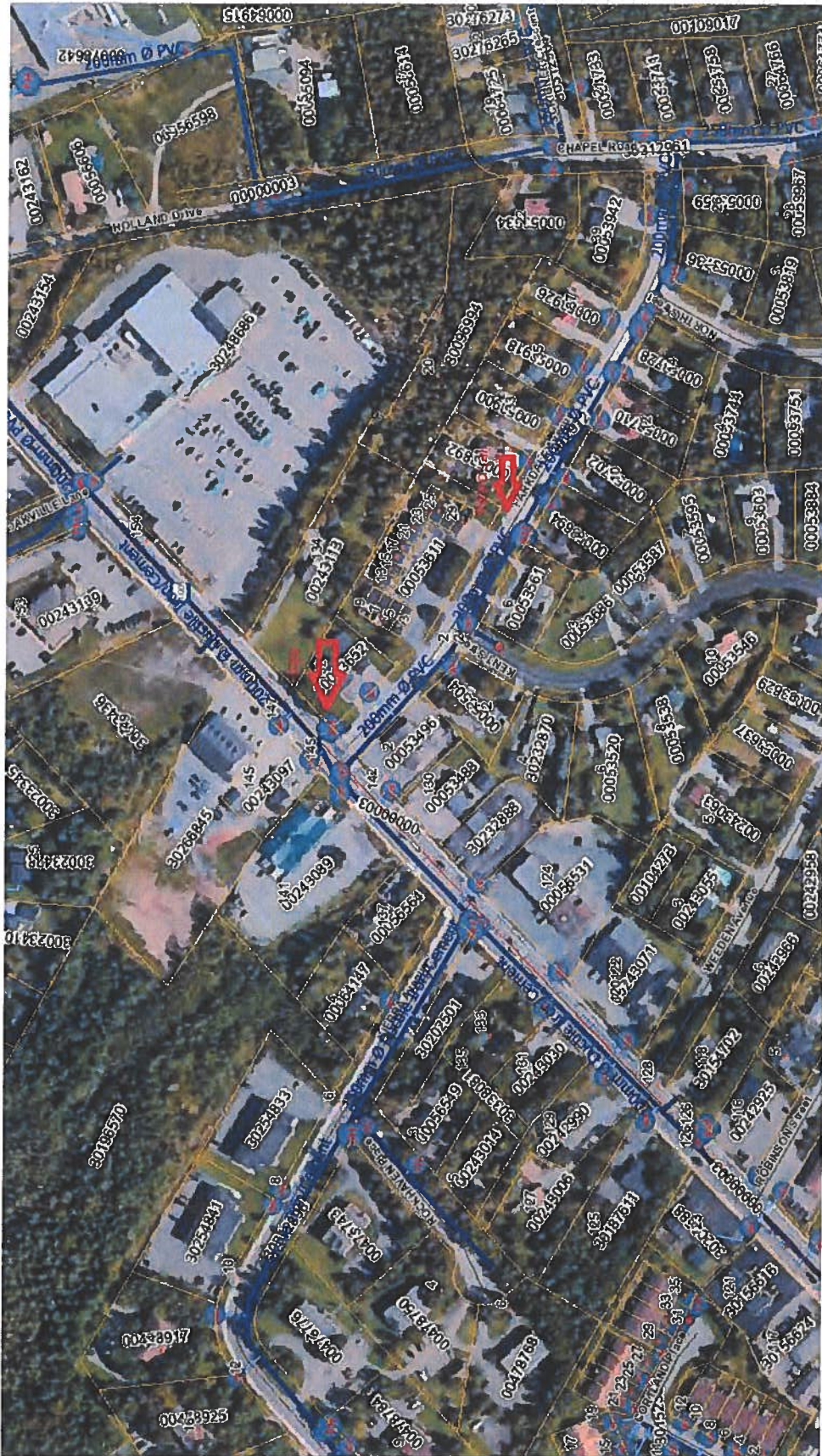
Time of Test: 9:10 AM

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	57
1	1	2.5	29	880	880	48
2	2	2.5	19	720	1440	36
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





Subject: Traffic Impact Statement – 145 Hampton Road Development

December 10, 2021

December 10, 2021

Mark Hatfield
Owner & CEO
Homestar Inc.
11 Elliott Road
Quispamsis (NB) E2E 2B5

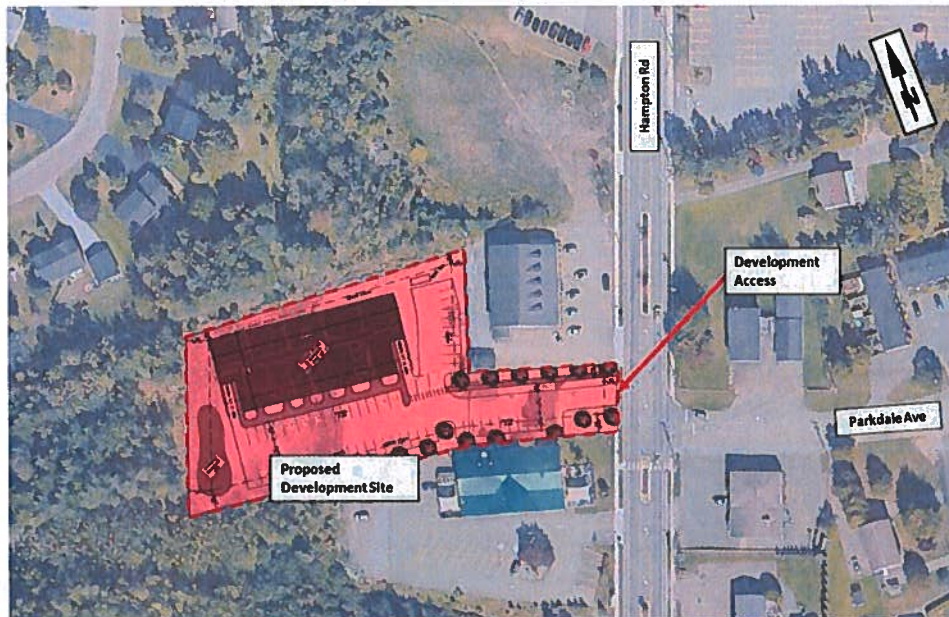
Subject: Traffic Impact Statement – 145 Hampton Road Development
Englobe Ref. 2112601

1 INTRODUCTION

A new multi-use development has been proposed at 145 Hampton Road in the Town of Rothesay. The development will consist of 55 dwelling units, 445m² of ground floor retail lease space as well as underground and surface level parking. The proposed development site plan, which is included in **Appendix A**, shows the size and location of the proposed building and the proposed parking lot configuration. The proposed development will be accessible via a single access on Hampton Road.

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 whether the development will impact traffic operations along Hampton Road, identifying the left turn lane requirements into the development, and reviewing the proposed vehicle and pedestrian accesses. Englobe Corp. has been retained to complete this TIS. The Study Area for the TIS is shown in **Figure 1**.

Figure 1: Study Area



2 INFORMATION GATHERING

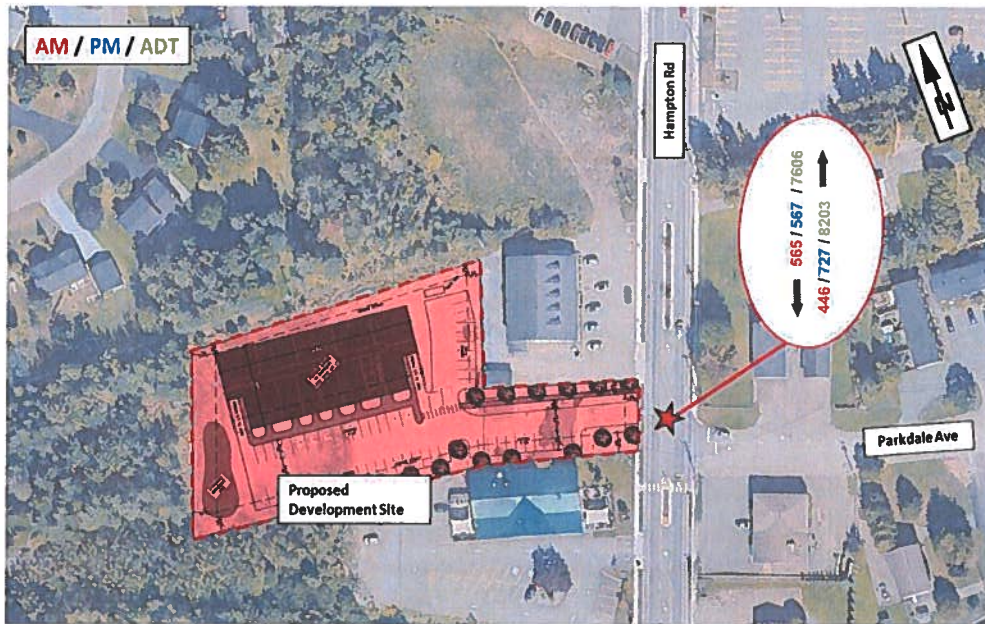
2.1 STREET AND INTERSECTION CHARACTERISTICS

Hampton Road is a collector street that is oriented in the north-south direction and has an AADT of approximately 15,800 vehicles/day near the proposed development. Hampton Road has a speed limit of 50 km/h and features concrete sidewalks along both sides of the street. Hampton Road features one lane in each direction with a center lane that alternates between curbed medians and left turn lanes within the study area. In front of the proposed development access, the center lane is used as a southbound left turn lane for vehicles turning onto Parkdale Avenue.

2.2 TRAFFIC DATA

Traffic data that were collected by the study team for another project at the intersection of Hampton Road and Marr Road on February 17th 2016 were used for the analysis. These traffic counts were completed during the peak 6 hours of the day from 7:30 to 9:30 AM, 11:30 AM to 1:30 PM and from 4:00 to 6:00 PM. An annual growth factor of 1.0% was applied to the data to estimate the 2022 peak hour volumes on Hampton Road. The 2022 peak hour and estimated daily volumes are shown in **Figure 2**. The traffic count data are provided in **Appendix B**.

Figure 2: 2022 Background Peak Hour and Daily Volumes



3 DEVELOPMENT TRAFFIC

3.1 TRIP GENERATION

Trip generation rates for the proposed development were estimated using the 9th 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 development will consist of a single building with 55 dwelling units and a 445 m² (4,790 ft²) retail lease space on the ground floor. ITE Land Use #221 (Multifamily Housing – Mid-Rise) was used to generate trips for the residential units and ITE Lane Use #826 (Specialty Retail Center) was used to generate trips for the retail space. The resulting vehicle trip generation is shown in **Table 1**. To remain conservative, it was assumed that all of these trips would be made by motor vehicle and that there would be no synergies between the two land uses.

Table 1: 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)	55 Dwelling Units	5	15	20	15	9	24	299
Specialty Retail Center (ITE Land Use #826)	4790 ft ²	5 ¹	5 ¹	10 ¹	15	18	33	243
Trip Generation Total		10	20	30	30	27	57	542

¹The ITE Trip Manual does not provide a rate for Specialty Retail during the AM peak of the adjacent street so a nominal volume of 5 vehicles entering and exiting was applied.

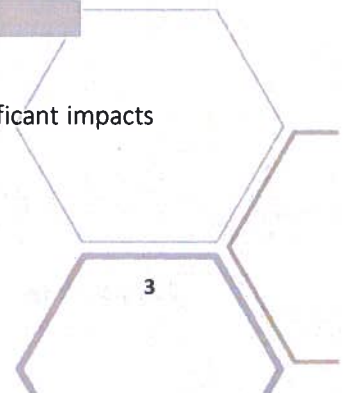
3.2 TRIP IMPACT ASSESSMENT

The development traffic volumes were compared to the existing traffic volumes on Hampton Road to estimate the net increase in traffic that should be expected on the roadway as a result of the development. **Table 2** shows the percentage increase of traffic for the AM peak hour, PM peak hour and for an average weekday. The results indicate that the development will cause Hampton Road traffic volumes to increase by approximately 3.5%. This is equivalent to less than 4 years of background growth along a typical roadway.

Table 2: Hampton Road Traffic Volume Impacts

TIME PERIOD	BACKGROUND VOLUMES ON HAMPTON ROAD	DEVELOPMENT TRAFFIC	PERCENT INCREASE
AM Peak Hour	1,011	30	3.0%
PM Peak Hour	1,294	57	4.4%
Weekday	15,809	542	3.4%

Based on the above, the Study Team does not expect that the development will have significant impacts on the existing traffic operations of Hampton Road.



4 LEFT TURN LANE WARRANT

A left turn lane analysis was completed using the Ontario Geometric Design Guide for the northbound left turning movement into the development. The Ontario Guide uses a series of nomographs that are a function of the peak hour left turning volume, advancing volume, opposing volume, and design speed to determine if a left turn lane is warranted at an unsignalized intersection. To estimate the turning movement volumes with the development in place, the development volumes that were generated in Section 3 were added to Hampton Road based on the existing traffic distributions on the street. The peak hour turning movement volumes used for the analysis are presented in Figure 3. The posted speed limit on Hampton Road is 50 km/h, therefore 60 km/h was selected as the design speed. The results of the left turn warrant analysis are presented in Table 3 and Figure 4.

Figure 3: Peak Hour Turning Movement Volumes with the Development

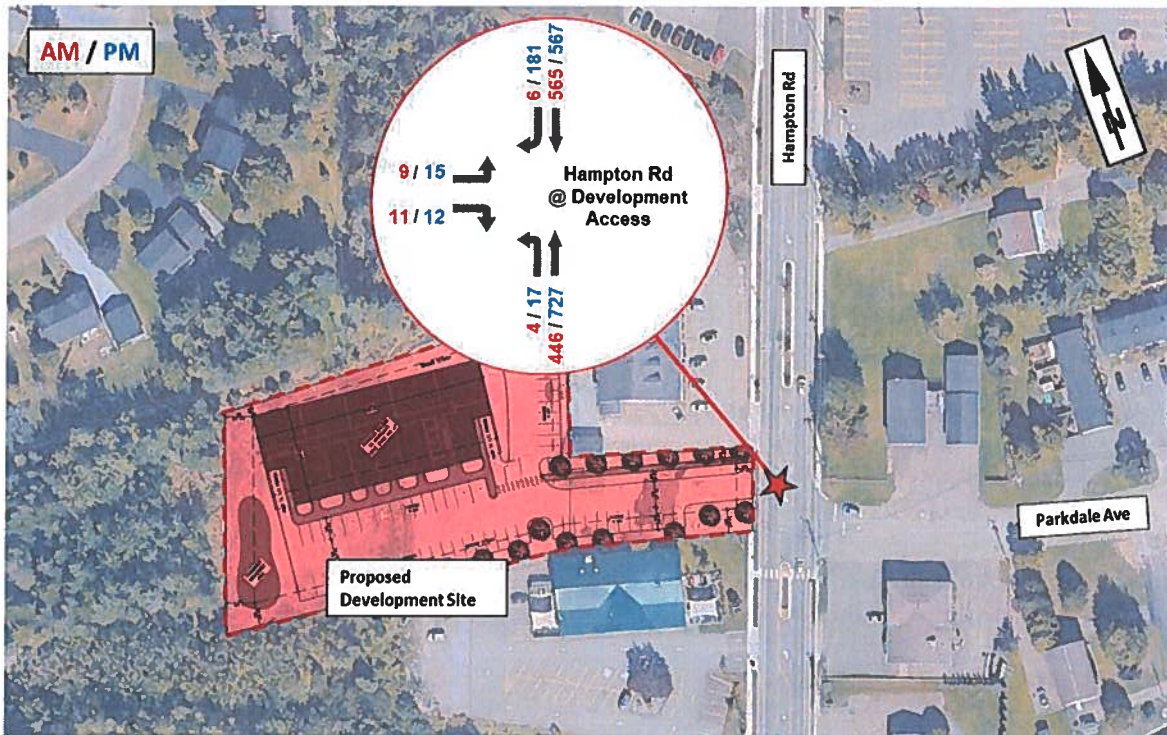


Table 3: Ontario Design Guide Warrant Results

PERIOD	ADVANCING VOLUME (VPH)	OPPOSING VOLUME (VPH)	LEFT TURN PERCENTAGE	WARRANTED?
AM Peak	450	571	0.8%	No ¹
PM Peak	744	580	2.3%	No ¹

¹Not warranted because the left turn percentage is less than 5% of the advancing volumes

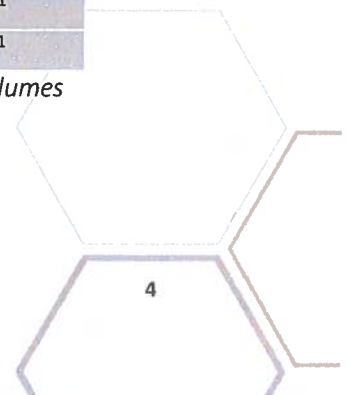
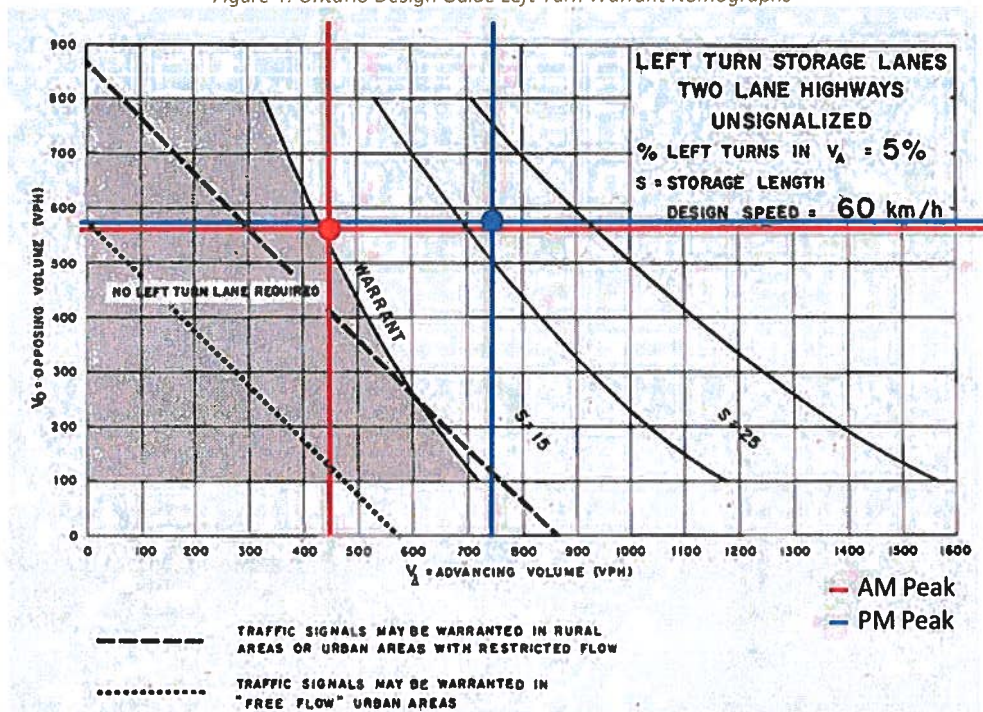


Figure 4: Ontario Design Guide Left Turn Warrant Nomographs



Both left turn percentages are lower than 5%, which is the lowest left turn percentage available in a nomograph. As a result, this nomograph overestimated the need for a left turn lane during the AM Peak (0.8% left turns) and during the PM peak (2.3% left turns). Based on this, **a left turn lane is not warranted at the development access for northbound left turning vehicles.** If the left turning volumes were to increase to the point that they reach 5% of the advancing volume on Hampton Road, a left turn lane should be considered at that time. 5% left turns would be equivalent to 23 left turning vehicles in the AM peak hour and 37 left turning vehicles in the PM peak hour.

5 ACCESS CONSIDERATIONS

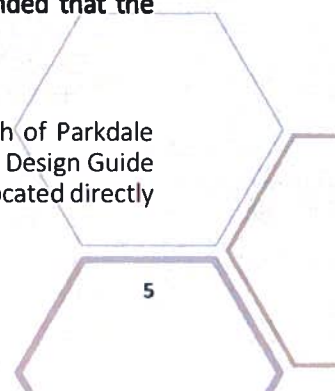
5.1 VEHICLE ACCESS

5.1.1 DRIVEWAY WIDTH

The Study Team completed a review of the proposed development access. The development site plan shows a single access on Hampton Road approximately 6m south of the existing access to 147 Hampton Road. The width of the proposed access is 6.5m. The TAC Design Guide recommends widths between 7.2 and 12.0m for commercial and multi-unit residential driveways. **It is therefore recommended that the access be widened to fit within this range.**

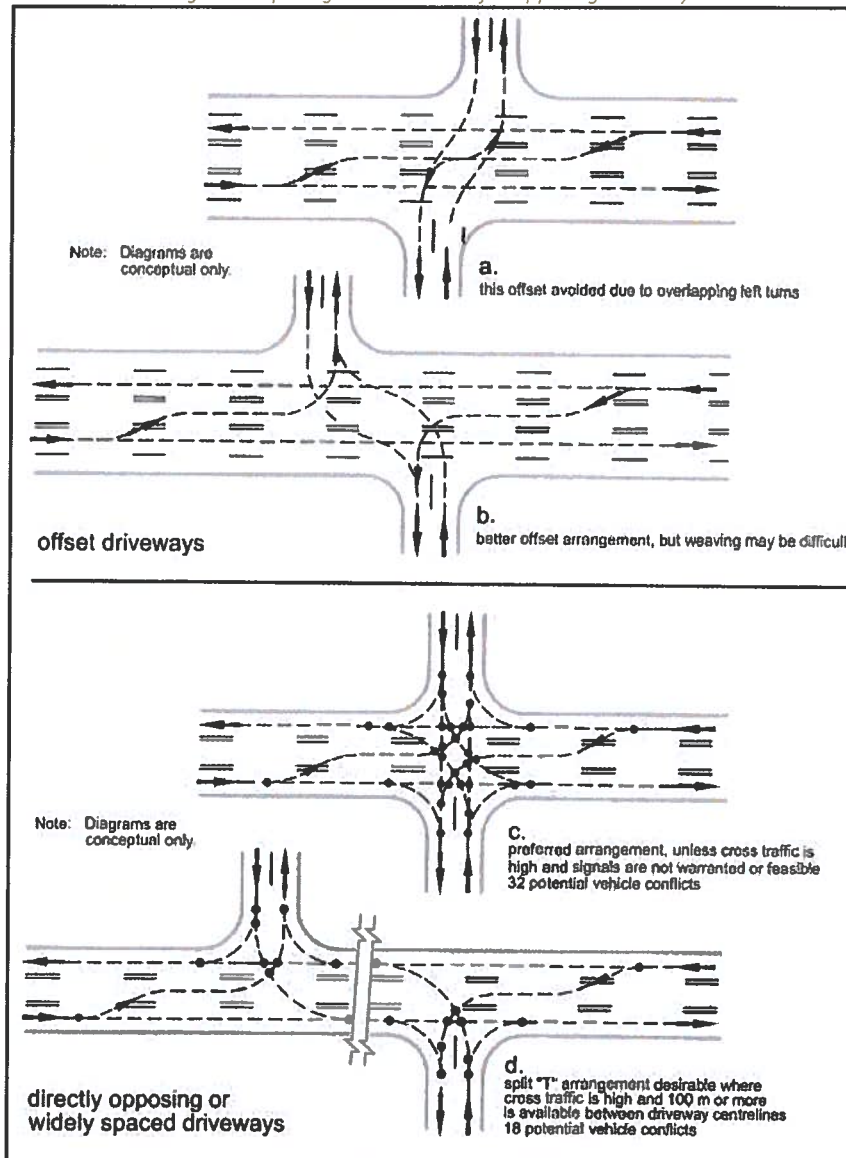
5.1.2 ACCESS LOCATION

The centreline of the access as shown on the site plan is offset approximately 10 m north of Parkdale Avenue. This access location does not constitute good design practice as outlined in the TAC Design Guide (Chapter 8 -Access). TAC recommends that accesses on opposite sides of the road either be located directly



opposite each other or offset far enough to accommodate left turn queue space into each access. The current proposed access location is equivalent to Option A as identified in Figure 5 below. This configuration will create conflict between northbound drivers attempting to turn left into the development and southbound drivers attempting to turn left onto Parkdale Avenue. The proposed access location and its offset to Parkdale Avenue is shown in Figure 6. It is recommended that the development access be shifted to the north as much as possible. Maintaining a shared access at the location of the existing access on the property would be preferred as this would reduce conflicts with left turn traffic and would make use of the existing left turn lanes.

Figure 5: Spacing Considerations for Opposing Driveways



Source: TAC Geometric Design Guide for Canadian Roads, Chapter 8, Figure 8.9.3

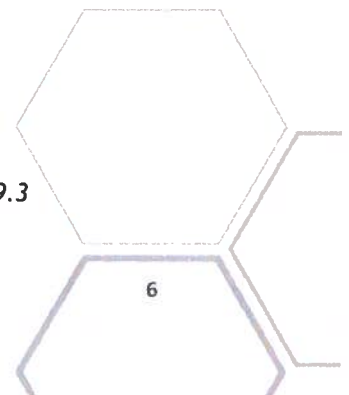


Figure 6: Development Access Offset from Parkdale Avenue



5.2 PEDESTRIAN ACCESS

The Study Team completed a review of the existing pedestrian infrastructure on Hampton Road as well as the proposed pedestrian infrastructure within the development site. Hampton Road currently features concrete sidewalk along both sides of the street. A pedestrian crosswalk with ground mounted signs is currently featured across Hampton Road approximately 17m south of the proposed development access. The proposed development site plan shows pedestrian pathways extending along the north side of the development access and across the front of the building. A crosswalk is also featured within the parking lot between these two sections of pathway. This should provide sufficient pedestrian connectivity within the development site.

6 CONCLUSIONS

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

1. The proposed development, which would be located on the west side of Hampton Road across from Parkdale Avenue, includes a building with a total of 55 dwelling units and 445 m² of retail lease space, as well as an underground and surface parking lot.
2. It is expected that the proposed development will generate 30 vehicle trips during the AM Peak hour (10 entering/20 exiting), 57 vehicle trips during the PM Peak hour (30 entering/27 exiting) and a total of 542 one-way trips daily.
3. The development is expected to increase traffic volumes on Hampton Road by approximately 3.5%, which is equivalent to less than 4 years of background growth. The Study Team does not expect significant impacts to Hampton Road as a result of the development.
4. A left turn lane warrant was completed for vehicles turning left into the development from Hampton Road. The analysis concluded that a left turn lane would not be warranted at the

Subject: Traffic Impact Statement – 145 Hampton Road Development

December 10, 2021

development access because the left turning volumes during the AM and PM peak hours would be less than 5% of the advancing traffic volume. If the AM or PM peak hour left turn volumes reach 23 or 37 vehicles, respectively, a left turn lane into the development should be considered at that time.

5. Based on a review of the proposed development access, it was determined that the proposed width of 6.5m does not meet the TAC guidelines which recommended a width in the range of 7.2m and 12.0m for a two-way multi-unit residential development access. It is recommended that the access be widened to fit within this range.
6. The proposed access location will create conflicts between left turn traffic entering the development and left turn traffic entering Parkdale Avenue. It was recommended that the access be shifted as far north as possible. Maintaining a shared access at the location of the existing access on the property would be the preferred option and would reduce left turn conflicts.
7. Based on a review of the proposed pedestrian infrastructure, it was concluded that sufficient pedestrian connectivity will be provided within the development site and to the existing pedestrian infrastructure on Hampton Road.

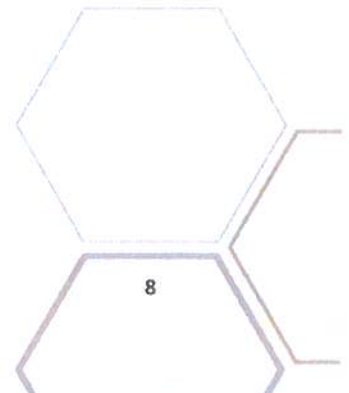
We trust the enclosed is to your satisfaction. If, however, additional information should be required, please communicate with the undersigned.

Yours very truly,



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

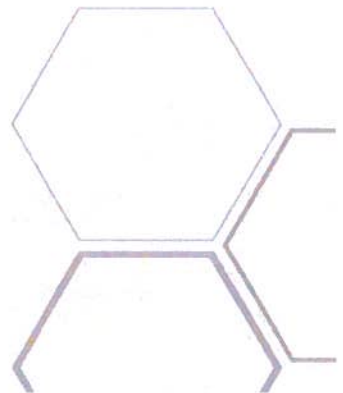
Transportation Engineer



Subject: Traffic Impact Statement – 145 Hampton Road Development

December 10, 2021

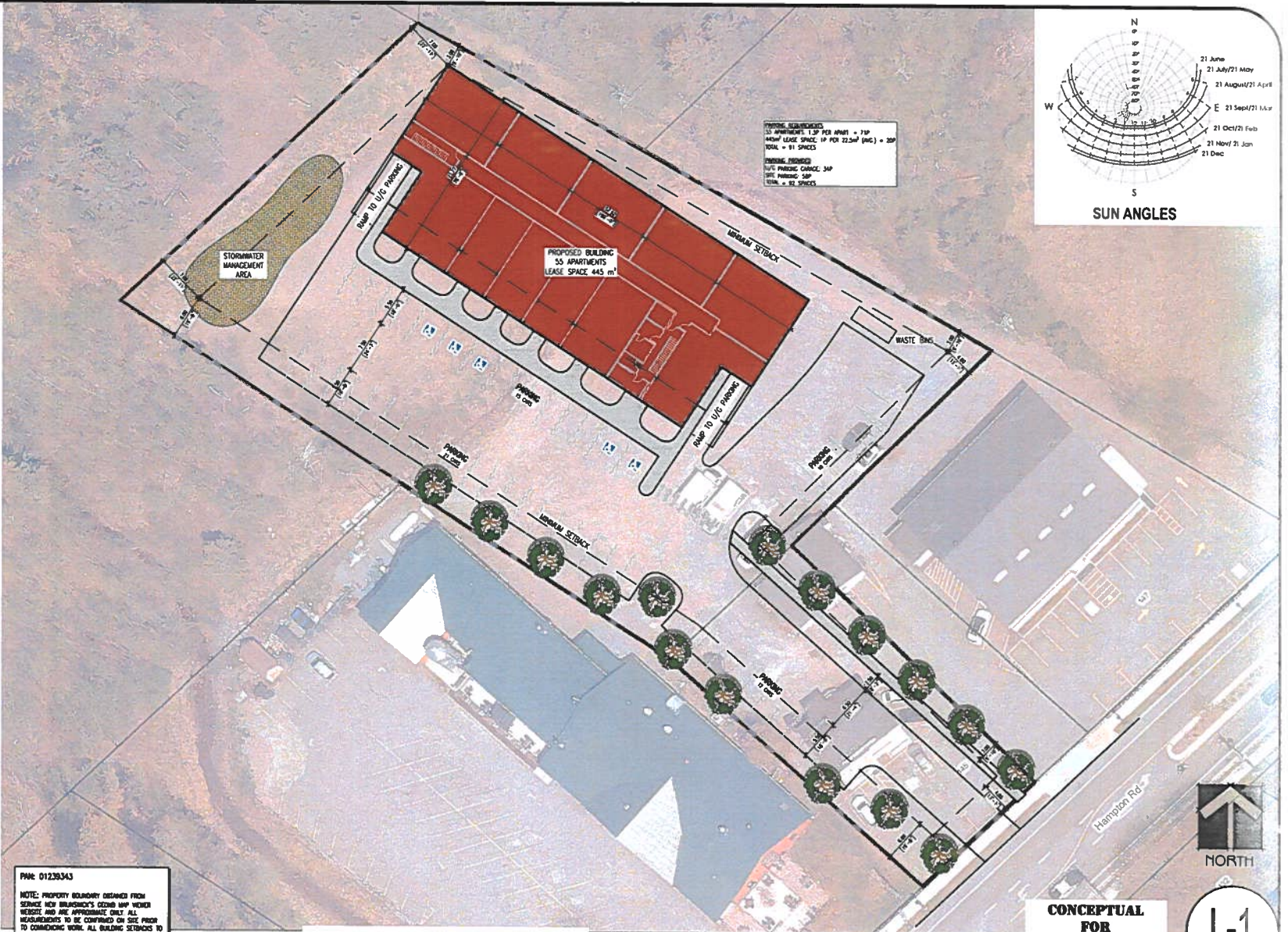
Appendix A: Site Plan



C O M P L E X 1 4 5
C O N C E P T U A L S I T E P L A N
R O T H E S A Y , N E W B U R U N S W I C K

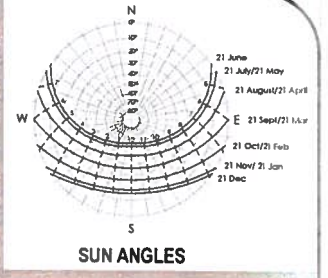
P D POLYLINE DESIGNS
 RESIDENTIAL / COMMERCIAL BUILDING DESIGN
 ARCHITECTURAL SUPPORT TECHNOLOGY
 INTERIOR AND EXTERIOR FINISHES

437 PEABODY ROAD - PEABODY, NEW BRUNSWICK - 07645
 TEL: 201.641.1197 FAX: 201.641.3466 EMAIL: info@polylinedesigns.com



PROPOSED BUILDINGS
 35 APARTMENTS 1.20' PER UNIT = 750
 MINIMUM LEASE SPACE 19' FOR 22.50' (M.C.) = 250
 TOTAL = 91 SPACES

PARKING PROVIDED
 MULTI-PURPOSE GARAGE 340
 INT. PARKING 500
 TOTAL = 82 SPACES



PHN: 01220343

NOTE: PROPERTY BOUNDARY OBTAINED FROM SERVICE NEW BRUNSWICK'S GEOTOP MAP NUMBER 100000000. SUPPORT TECHNOLOGY COURTESY OF GEOTOP SERVICES.

ALL MEASUREMENTS TO BE CONFIRMED ON SITE PRIOR TO COMMENCING WORK. ALL BUILDING SETBACKS TO ADHERE TO TOWN OF ROTHESAY ZONING BYLAWS.

CONCEPTUAL SITE DEVELOPMENT PLAN SCALE: 1/250

CONCEPTUAL FOR DISCUSSION ONLY
 OCTOBER 29, 2021

NORTH

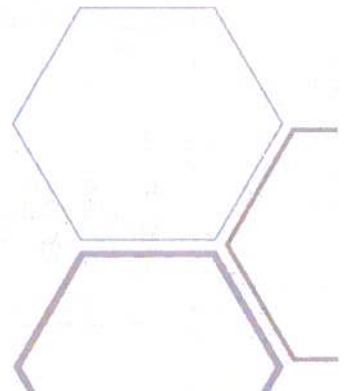
L-1

OF 1

Subject: Traffic Impact Statement – 145 Hampton Road Development

December 10, 2021

Appendix B: Traffic Data

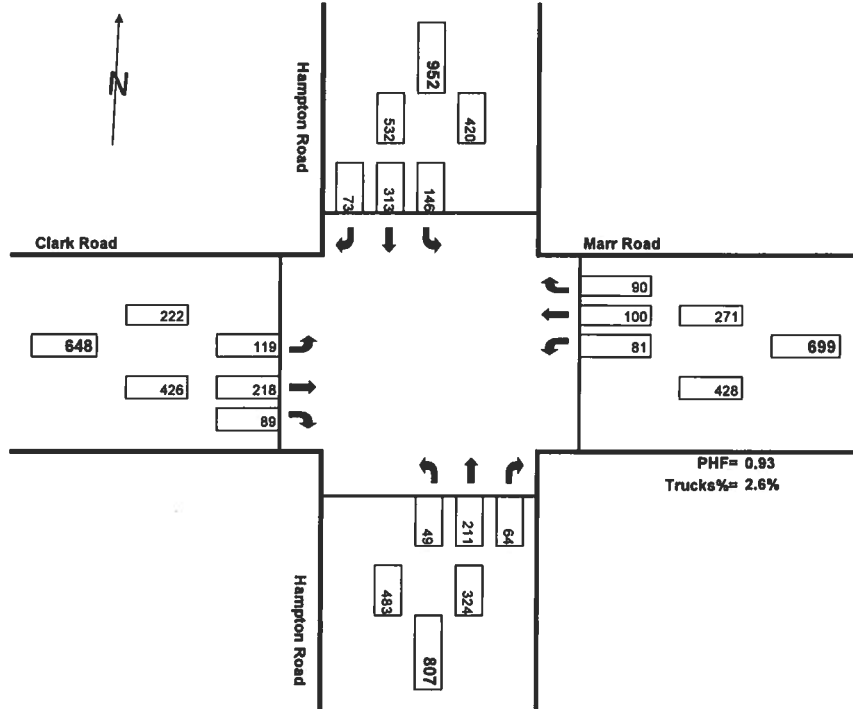


Traffic Count Summary

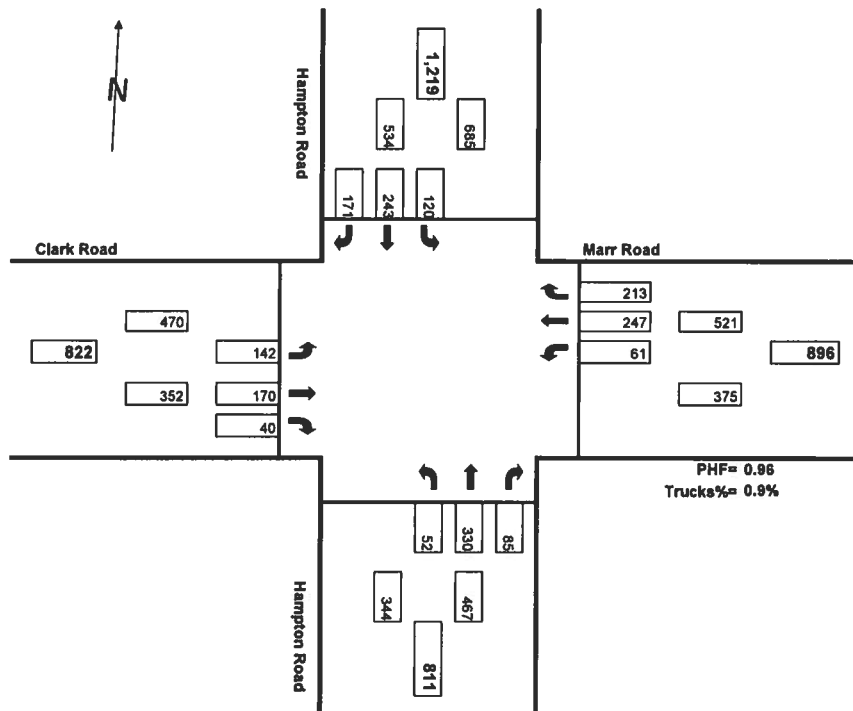
AM and PM Peak Hours

Hampton Road/Marr Road

AM Peak Hour 07:45 - 08:45



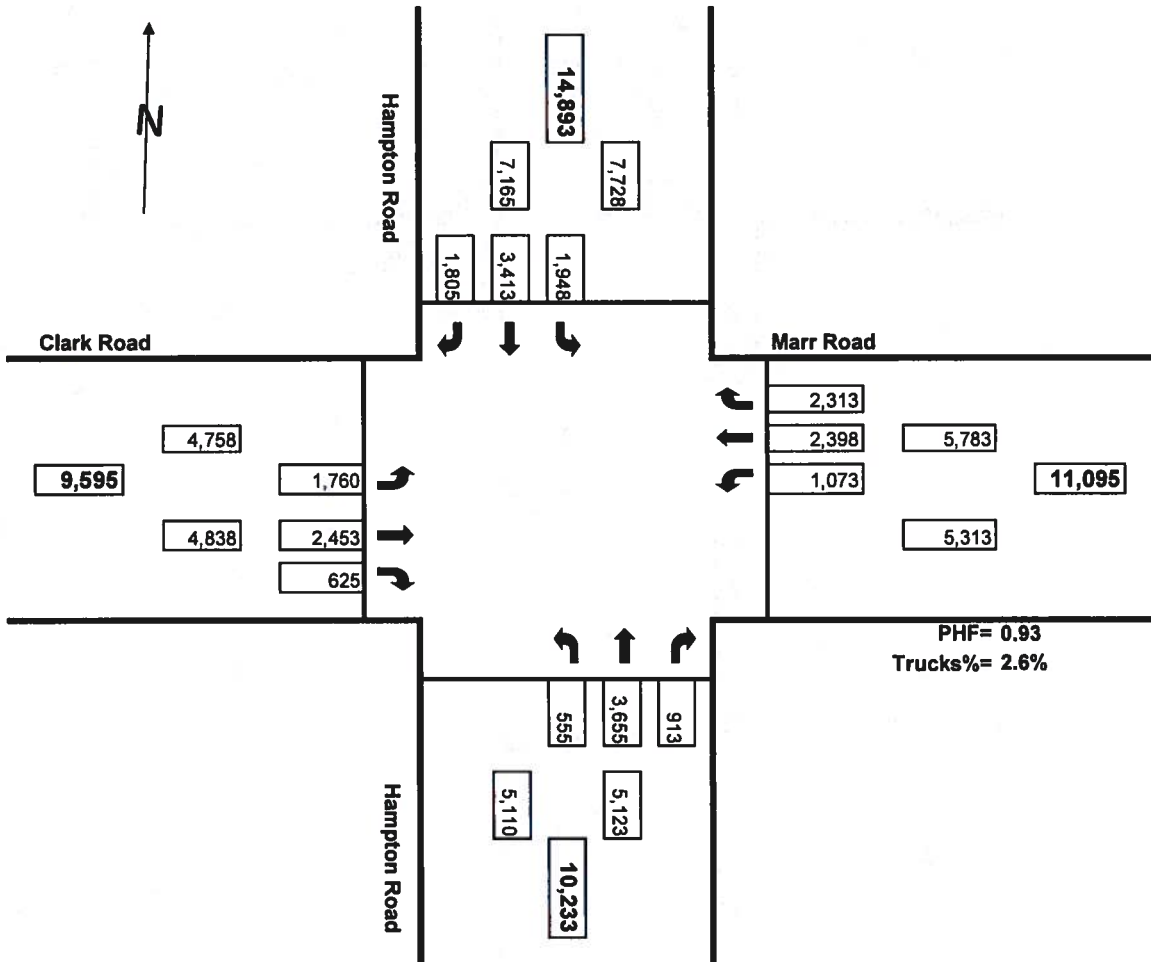
PM Peak Hour 16:15 - 17:15



Traffic Count Summary

AADT

Hampton Road/Marr Road



2022April26_145HamptonRoadPublicHearingFINAL_101



REZONING & LAND DEVELOPMENT PROPOSAL

145-147 HAMPTON RD- PID # 01239343
PAD # 05555409

145-147 Hampton Road, Rothesay NB Rezoning

4 story, Senior's Luxury Apartment Complex
43 unit and 10 Affordable Seniors Rental Units.

- Underground parking for approx.34 cars.
- 30 enclosed storage spaces.
- 1 to 3 Ground level accessible units.
- CMHC guideline for safety, environmental and health standards.

OUR VISION

- Apartments designed to suit all needs
- On site amenities such as shops & services
- An outdoor garden and park
- Adequate parking and storage
- Green spaces for growing fresh produce
- Semi-private recreational space
- 53 Above ground parking spaces
- Secured building with 24, hour security system
- Elevator system from the underground parking to the 4th floor.
- The ground level community room for residents.
- Centrally located, easy walking distance to professional services (Doctors etc), Grocery Outlets, Shopping, Restaurants and Fast-Food Outlets.

2022April26 145HamptonRoadPublicHearingFINAL_104



Polyline
Designs

PROPERTYSTAR 145
43 UNIT APARTMENT + COMMERCIAL
HAMPTON ROAD, ROTHESAY, NB

2022April26 145HamptonRoadPublicHearingFINAL_105



PROPERTYSTAR 145
43 UNIT APARTMENT + COMMERCIAL
HAMPTON ROAD, ROTHESAY, NB

2022April26 145HamptonRoadPublicHearingFINAL_106



2022April26 145HamptonRoadPublicHearingFINAL_107



PROPERTYSTAR 145
43 UNIT APARTMENT + COMMERCIAL
HAMPTON ROAD, ROTHESAY, NB

2022April26 145HamptonRoadPublicHearingFINAL_108



2022April26 145HamptonRoadPublicHearingFINAL_109



2022April26 145HamptonRoadPublicHearingFINAL_110



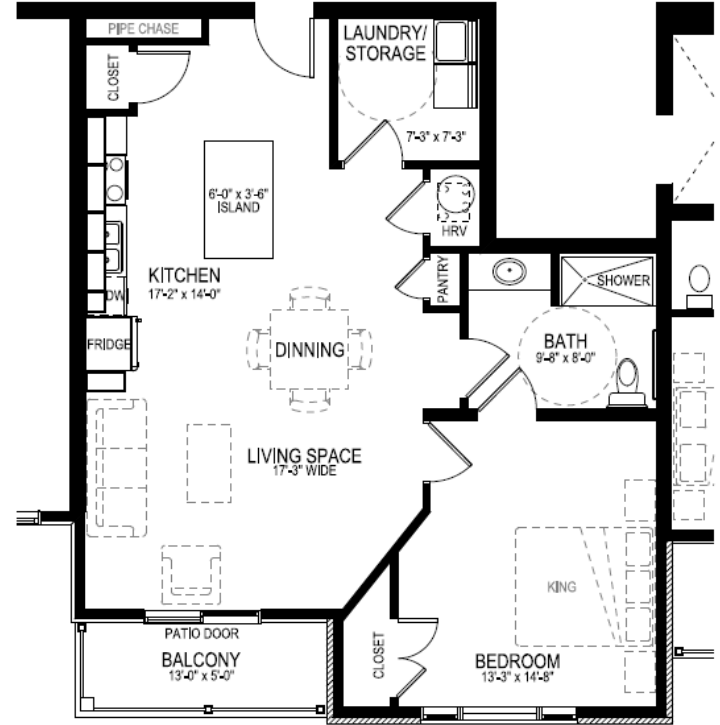
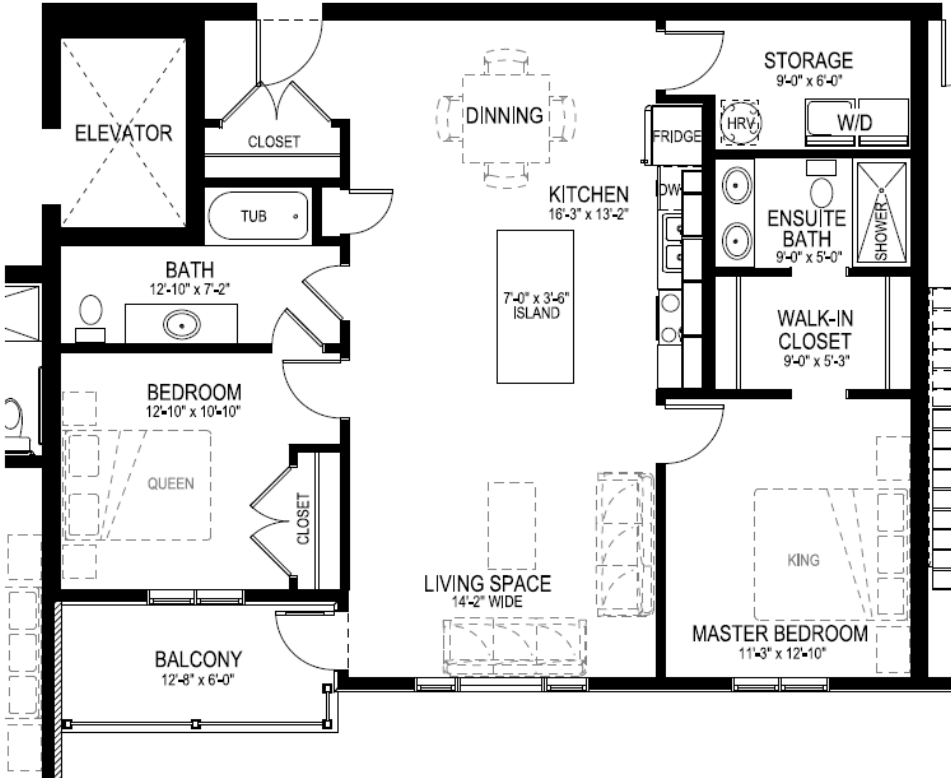
2022April26 145HamptonRoadPublicHearingFINAL_111

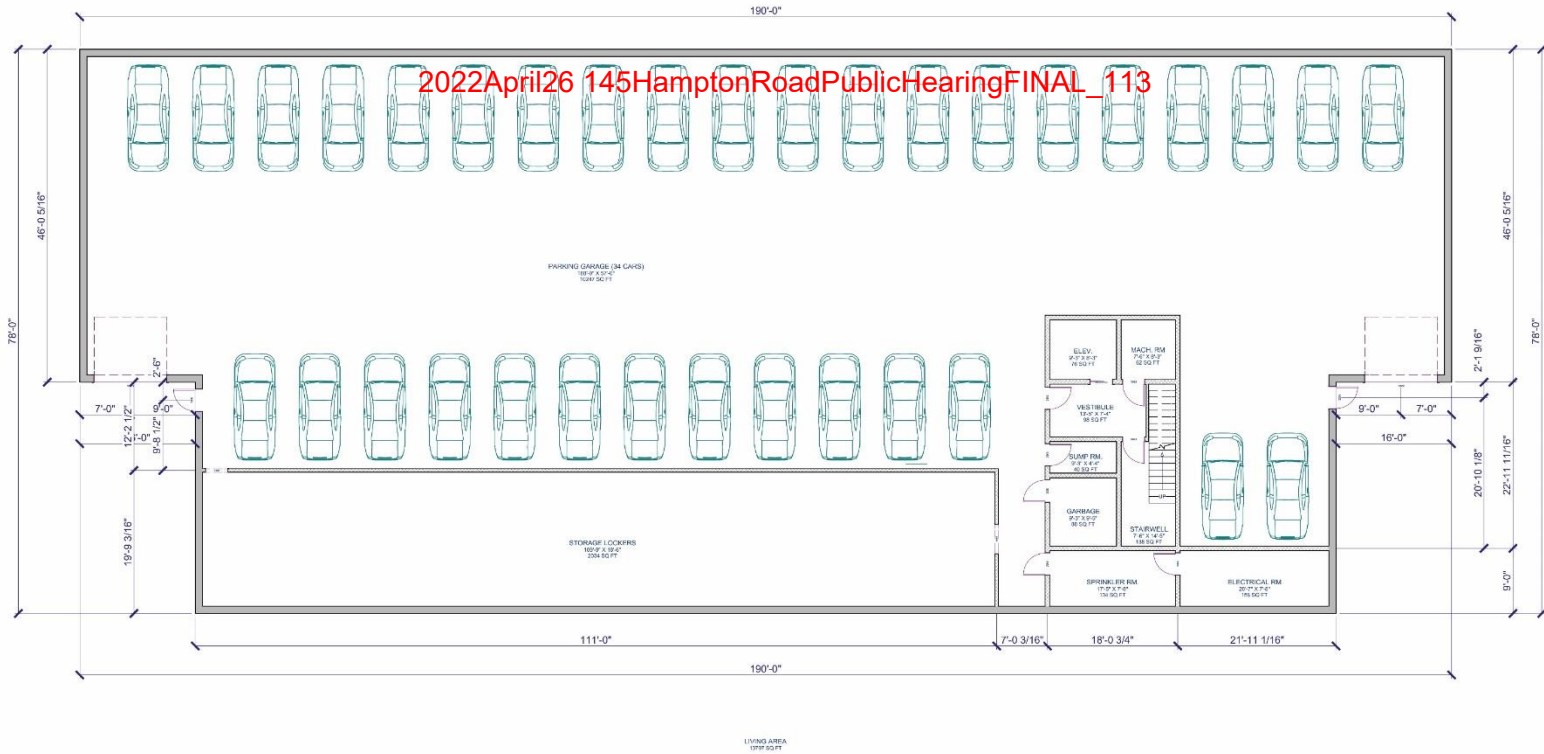


EXAMPLE FLOOR PLAN 2 BEDROOM

2022 April 26 14:55 Hampton Road Public Hearing File # 112

EXAMPLE FLOOR PLAN 1 BEDROOM





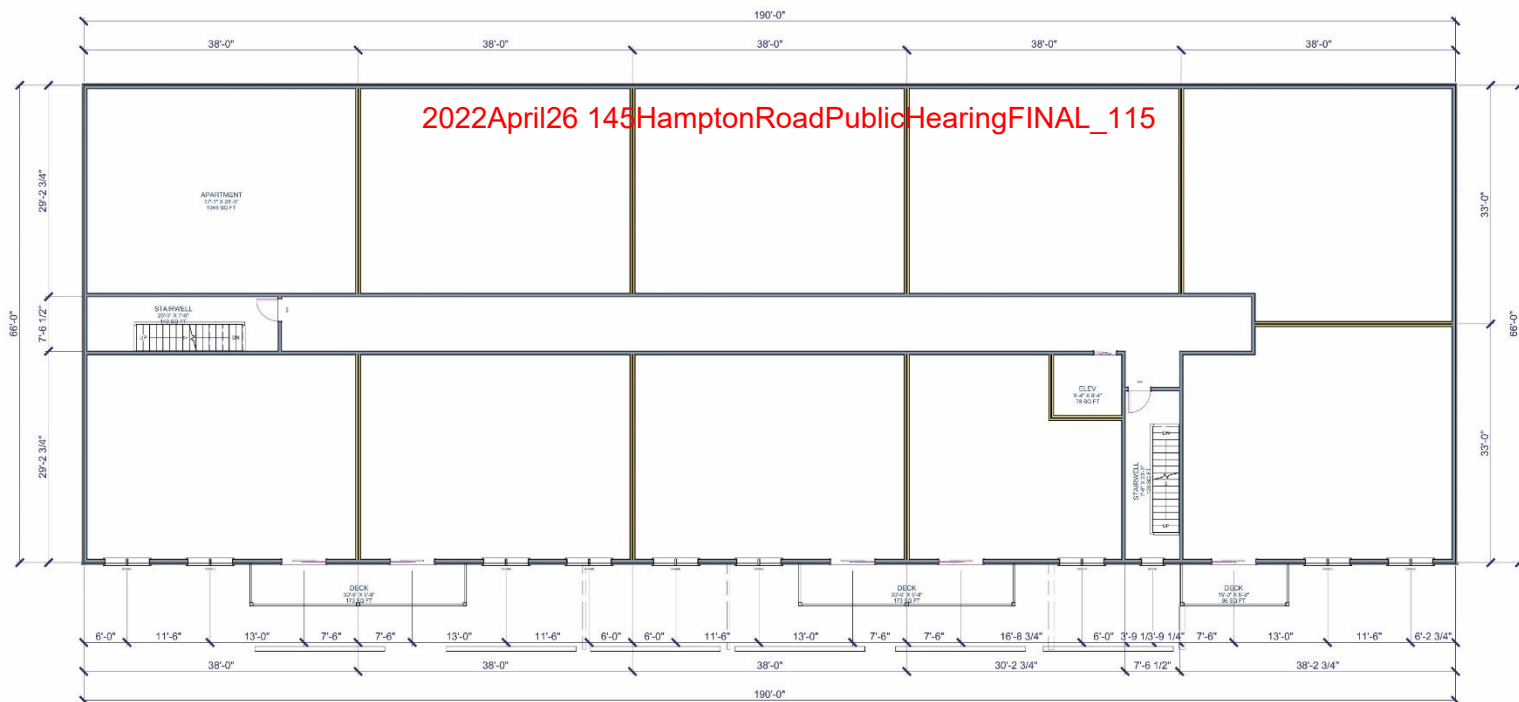
COMPLEX - 145
 ROTHESAY, NEW BRUNSWICK
 LEVEL - 0 FLOOR PLAN

2022April26 145 Hampton Road Public Hearing FINAL_114



COMPLEX - 145
ROTHESAY, NEW BRUNSWICK

LEVEL - 1 FLOOR PLAN



2022April26 145 Hampton Road Public Hearing FINAL_115

38'-0"

38'-0"

190'-0"

38'-0"

38'-0"

38'-0"

29'-2 3/4"

7'-6 1/2"

29'-2 3/4"

33'-0"

66'-0"

33'-0"

6'-0"

11'-6"

13'-0"

7'-6"

7'-6"

13'-0"

11'-6"

6'-0"

6'-0"

11'-6"

13'-0"

7'-6"

7'-6"

16'-6 3/4"

6'-0"

3'-9"

10'-9 1/4"

7'-6"

13'-0"

11'-6"

6'-2 3/4"

38'-0"

38'-0"

190'-0"

30'-2 3/4"

7'-6 1/2"

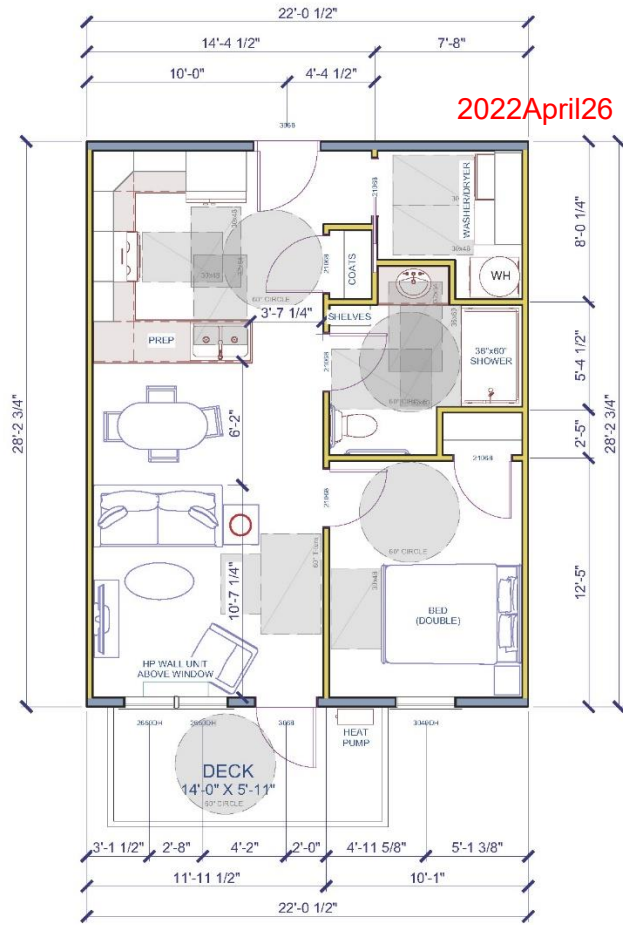
38'-2 3/4"

LIVING AREA
6019 SQ FT

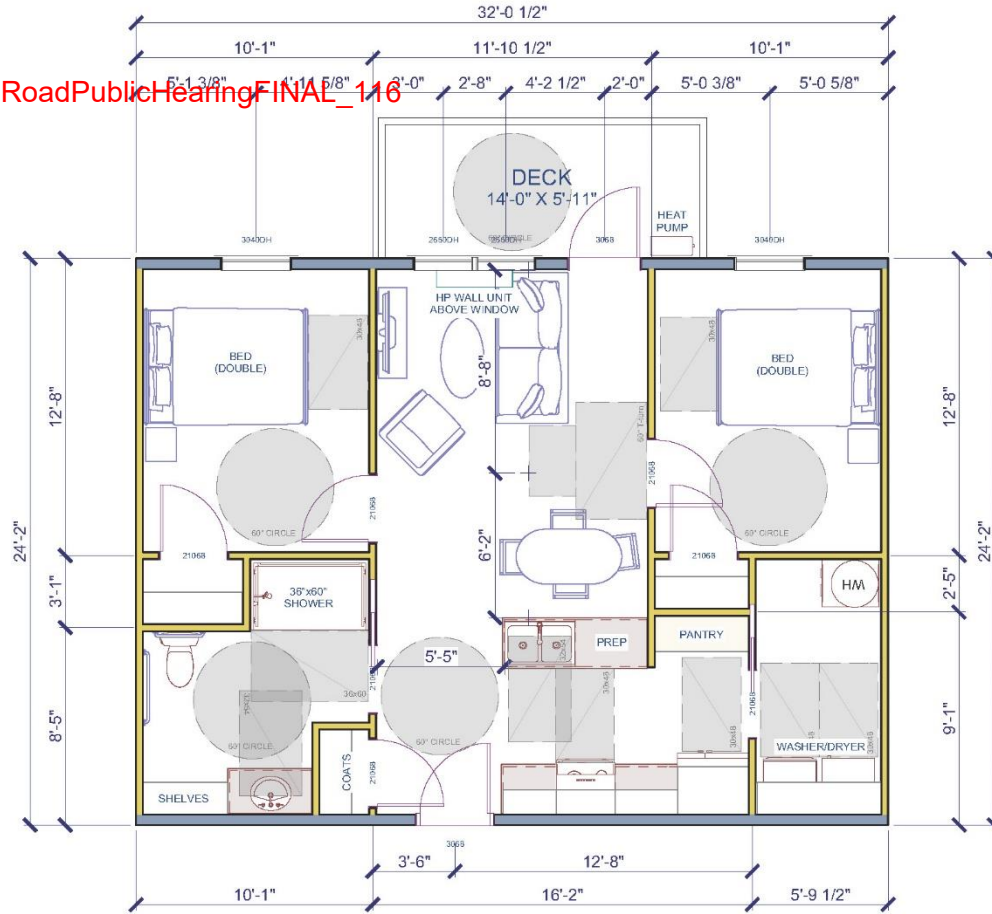
COMPLEX - 145
ROTHESAY, NEW BRUNSWICK

LEVEL - 2 TO 6 FLOOR PLAN

2022April26 145HamptonRoadPublicHearingFINAL_116

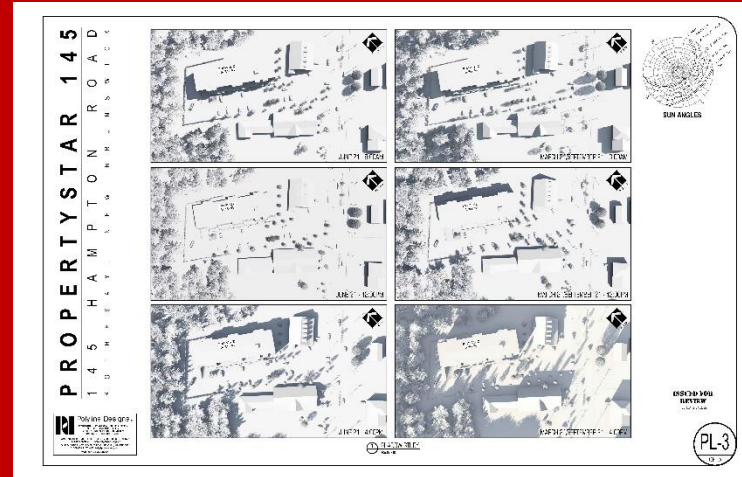
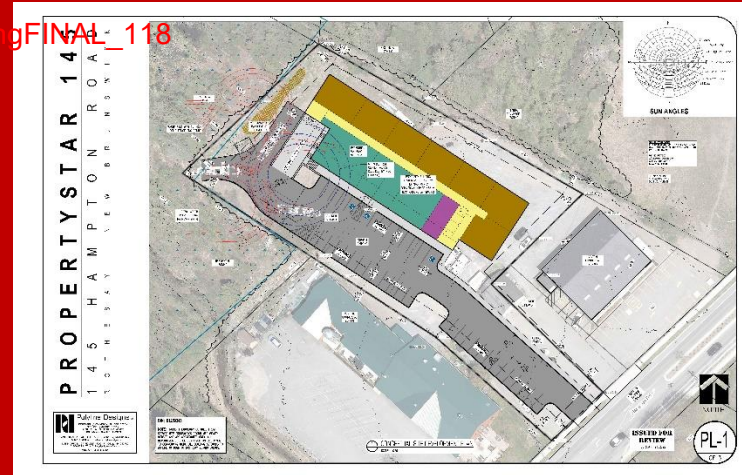
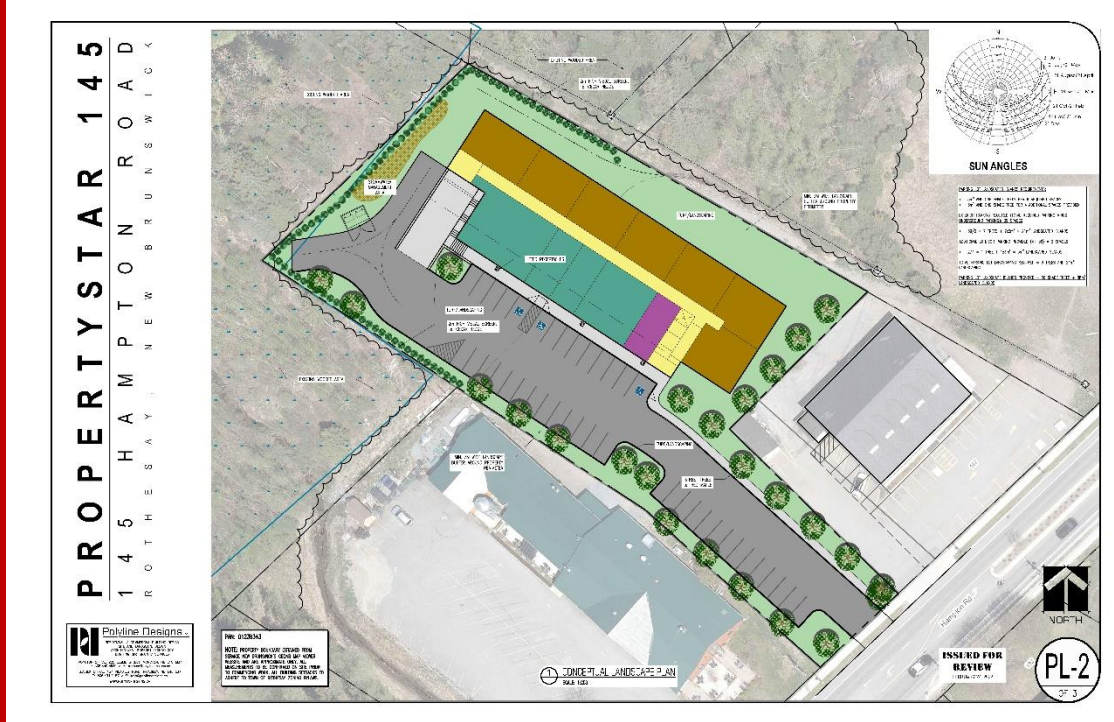


LIVING AREA
622 SQ FT



LIVING AREA
774 SQ FT

<p>71 Kitchen Elevation - Barrier Free</p>	<p>SCALE 1/2" = 1'-0"</p>	<p>70 Kitchen Elevation - Barrier Free</p>	<p>SCALE 1/2" = 1'-0"</p>	<p>69 Kitchen Elevation - Barrier Free</p>	<p>SCALE 1/2" = 1'-0"</p>
<p>66 Vanity Section</p>	<p>SCALE 1/2" = 1'-0"</p>	<p>65 Vanity Section</p>	<p>SCALE 1/2" = 1'-0"</p>	<p>64 Vanity Elevation</p>	<p>SCALE 1/2" = 1'-0"</p>



Suggestions for developing Senior Housing listed in study:

- ✓ Equitable use (equitable access for everyone);
- ✓ Design for a broad arrangement of mobility issues (e.g. low tubs, walk-in showers).
- ✓ Simple and intuitive (design is easy to comprehend, regardless of user’s cognitive abilities);
- ✓ Perceptible information for elements of the home (information can be conveyed visually, audibly, or tactilely);
- ✓ Tolerance for error (design considerations include safe features);
- ✓ Low physical effort (limit the strength required to access spaces, controls and products); and
- ✓ Size and space for approach and use (designing for appropriate size and space to allow all residents to reach, see and operate elements of the home).
- ✓ Communal area.
- ✓ 24-hour security should be required.
- ✓ Services should be easily accessible.

As a Developer Propertystar believes that its Senior Development Complex takes a cooperative role with the Town of Rothesay, the Province and CMHC in providing affordable housing through incentives and regulations.

PropertyStar has reviewed the towns report on affordable and the age friendly community. PropertyStar looks forward in working in partnership with the town of Rothesay in implementing the suggestion that Rothesay has outlined.

Q. Why a Seniors Affordable Complex?

A. The increase in the senior populations and the expect 25 % increase in this segment of the population by 2026. Seniors want apt style living as it is costly to maintain their properties, PropertyStar has been working with the Province and CMHC to bring 10 affordable units to accommodate low income Seniors.

Re: Page 4, of the White Paper report

Benefits of Universal Design



Propertystar has had several studies done regarding how this development will affect existing and create new infrastructure. Below are these studies/reports:



PHASE 1 ENVIRONMENTAL SITE ASSESSMENT



PERMIT FOR WATERCOURSE AND WETLAND ALTERATION



WATER DEMANDS REPORT



STORM WATER REVIEW



TRAFFIC IMPACT STATEMENT



SUN ANGLES STUDY

STUDIES DONE BY TOWN OF ROTHESAY



Affordable Housing Discussion Paper

To: John Jarvis, Town Manager
 From: Brian L. White, MCIIP, RFP
 Director of Planning and Development Services
 Date: Thursday, February 07, 2013
 Subject: Affordable Housing in Rothesay (for discussion only)

CONTEXT

"Unlike the federal and provincial governments, municipalities are not a level of government. They are institutions of the Province. The Province could operate without municipalities, but this would prove ineffective."¹ So, to maintain effective local services and democracy, the Province lets communities establish a municipal corporation and, to ensure its appropriate oversight of these institutions, it enacts legislation and regulations.

In New Brunswick, the major focus of municipalities is service delivery however, the extent to which municipal governments have the capacity to act autonomously, is determined by the Municipalities Act. The Municipalities Act governs the services that Council shall deliver such as policing and defines those services that Council can choose to deliver, that list of services includes the following:

- a) drainage;
- b) fire protection;
- c) non-fire related rescue;
- d) garbage and refuse collection and disposal;
- e) sewerage;
- f) sidewalks, roads and streets;
- g) regulation of traffic;
- h) street lighting;
- i) water;
- j) community services;
- k) tourist promotion and development;
- l) industrial development and promotion;
- m) urban redevelopment and urban renewal;
- n) housing;
- o) land assembly;
- p) parks, recreational and sports facilities;
- q) recreational and sports programs;
- r) first aid and ambulance services;
- s) sale of gas and customer services.

Housing and therefore "affordable housing" is one of the many services that a New Brunswick municipality may and can choose to deliver to its residents.

¹ David Bourgeau, Ph.D. Executive Director, Brookhaven Institute, Moncton, New Brunswick.

AFFORDABLE HOUSING DISCUSSION PAPER



To: Councillor Wells, Chair, Age-Friendly Committee
Fm: Age-Friendly Subcommittee on Housing
Re: Committee Recommendations
Date: September 17, 2018

Introduction: *Canada's population is in the midst of a demographic shift. ... Seniors are Canada's fastest growing demographic – the proportion of seniors is expected to reach 25% by 2036. It is projected that between 2015 and 2021, seniors will outnumber children under 14 for the first time.¹*

New Brunswick, and by inference, Rothesay, is no different than the rest of Canada – our population is ageing. The implications for **housing** are tremendous as are the challenges.

While Rothesay is a community where it's wonderful to be young, it must also be a community where it's wonderful to be old. Ageing-in-place will be realized when the two are connected.

Subcommittee Members Few tasks are accomplished by a single individual and the housing subcommittee was no exception.

The following individuals comprised the committee-in-question.

¹ A Policy Framework to Guide a National Seniors Strategy for Canada

"THERE'S NO PLACE LIKE HOME"

2022 April 26 145 Hampton Road Public Hearing FINAL_123

Rezoning Application 145 Hampton Road

Proposed 43 Apartment Unit Building and Ground Floor Commercial



MONACO DRIVE

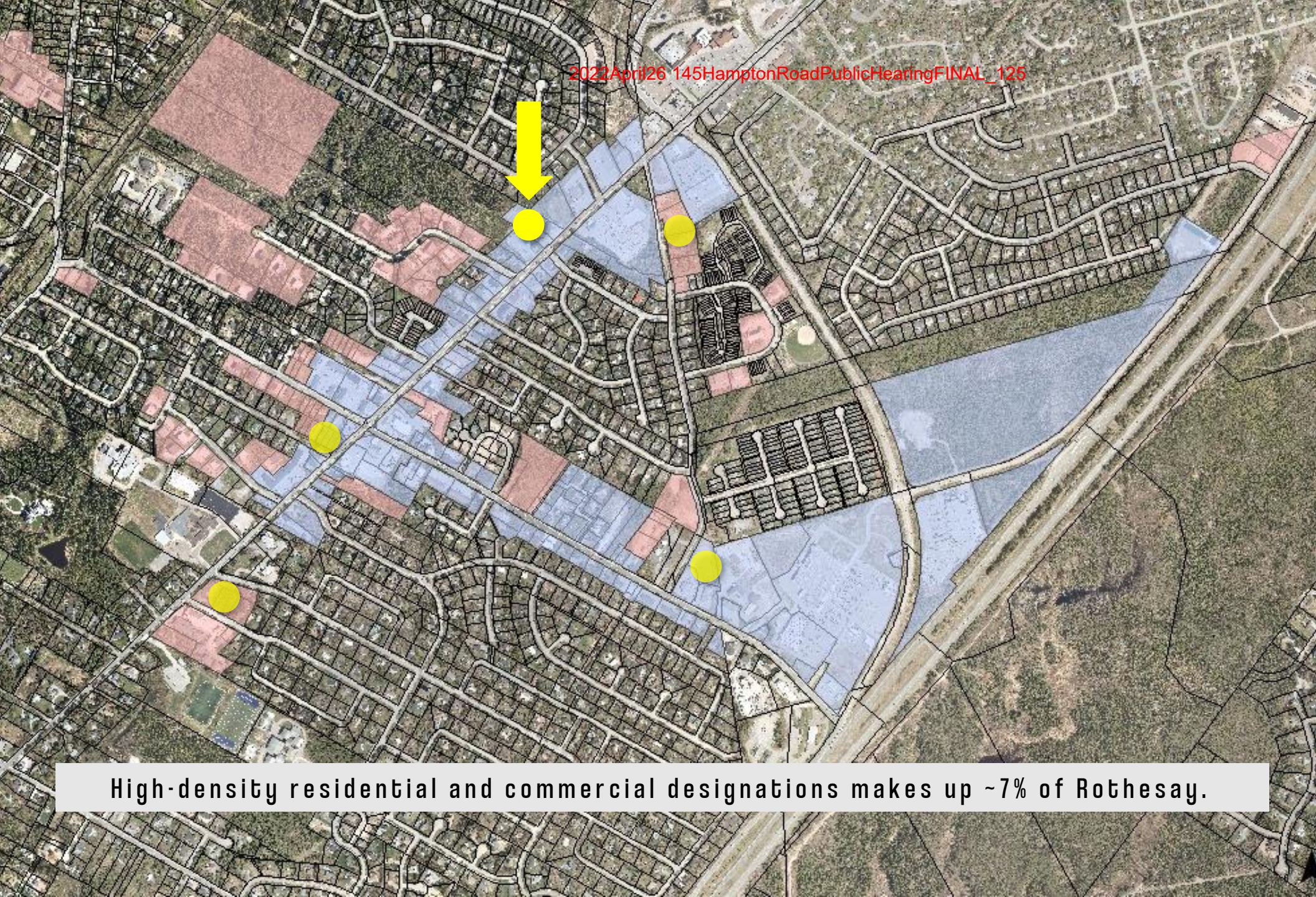
Sobeys

Peddlers Creek

Area 12007 Square Feet
November 12th 8:46am

HAMPTON ROAD

PARKDALE AVENUE



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



High Density



Commercial

High-density residential and commercial designations makes up ~7% of Rothesay.

PAC
Support



Staff
Support

SMART DENSITY

- **Contributes to the diversity in housing in the Town.**
- **located in close proximity to commercial uses, and arterial streets promotes pedestrian connectivity and ease of access for residents.**
- **reduces sprawl and creates a highly walkable neighbourhood.**

SMART DENSITY

The increase in the higher density projects may be explained by a number of reasons:

- growing ageing population,
- changing market demands,
- an increased demand, and
- a public shift away from interest in homeownership.



**PROPERTYSTAR 145
43 UNIT APARTMENT + COMMERCIAL
HAMPTON ROAD, ROTHESAY, NB**

PROPERTY STAR 145

145 HAMPTON ROAD
ROTHESAY, NEW BRUNSWICK

2022April26 145HamptonRoadPublicHearingFINAL_130



ISSUED FOR
PAC SUBMISSION
JANUARY 14, 2022

Polyline Designs
ARCHITECTURE / INTERIOR DESIGN
3500 ROUTE 101, SUITE 100
ROTHESAY, NJ 07068
TEL: 908.281.1455
WWW.POLYLINEDESIGNS.COM



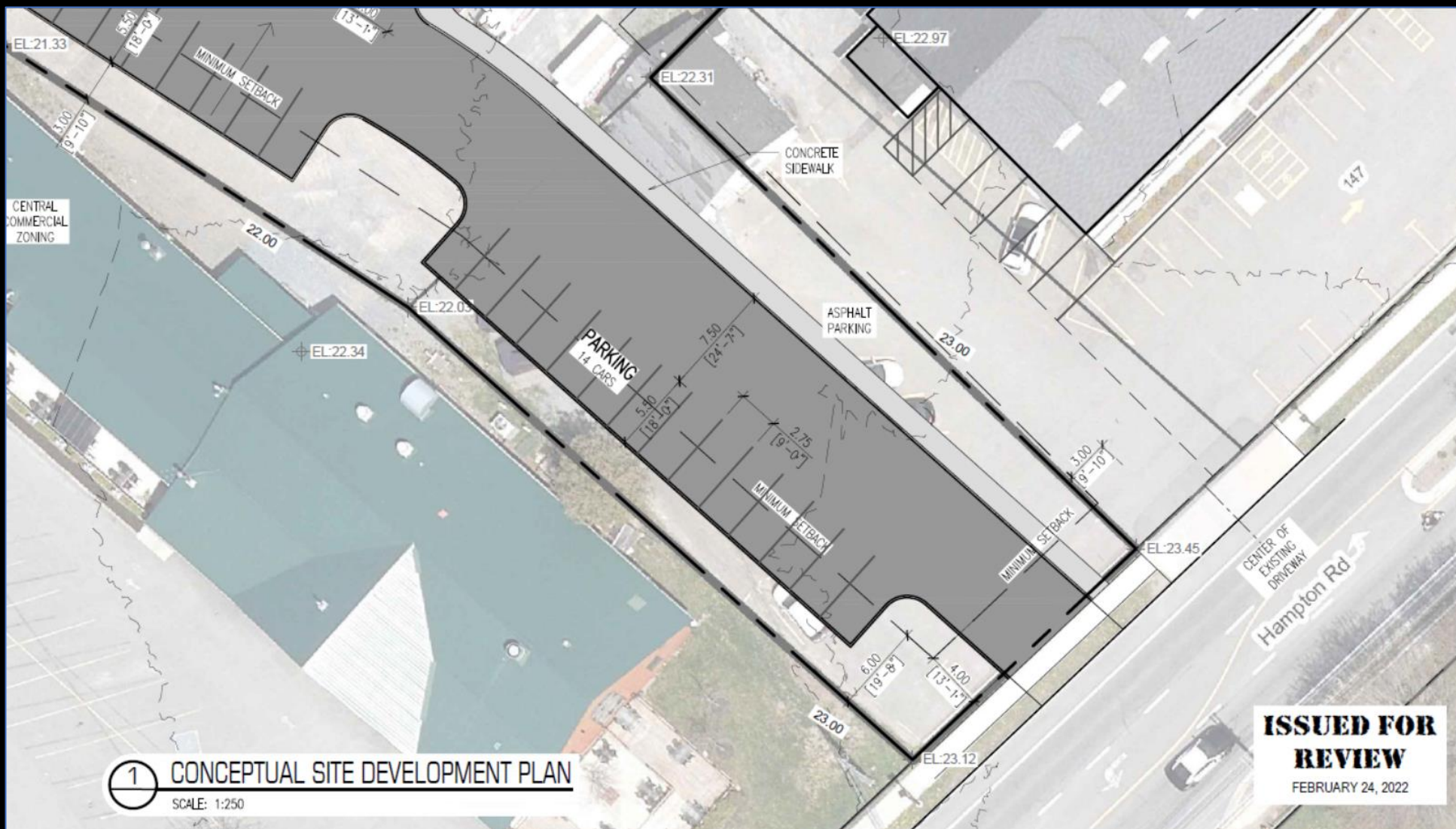
**PROPERTYSTAR 145
43 UNIT APARTMENT + COMMERCIAL
HAMPTON ROAD, ROTHESAY, NB**



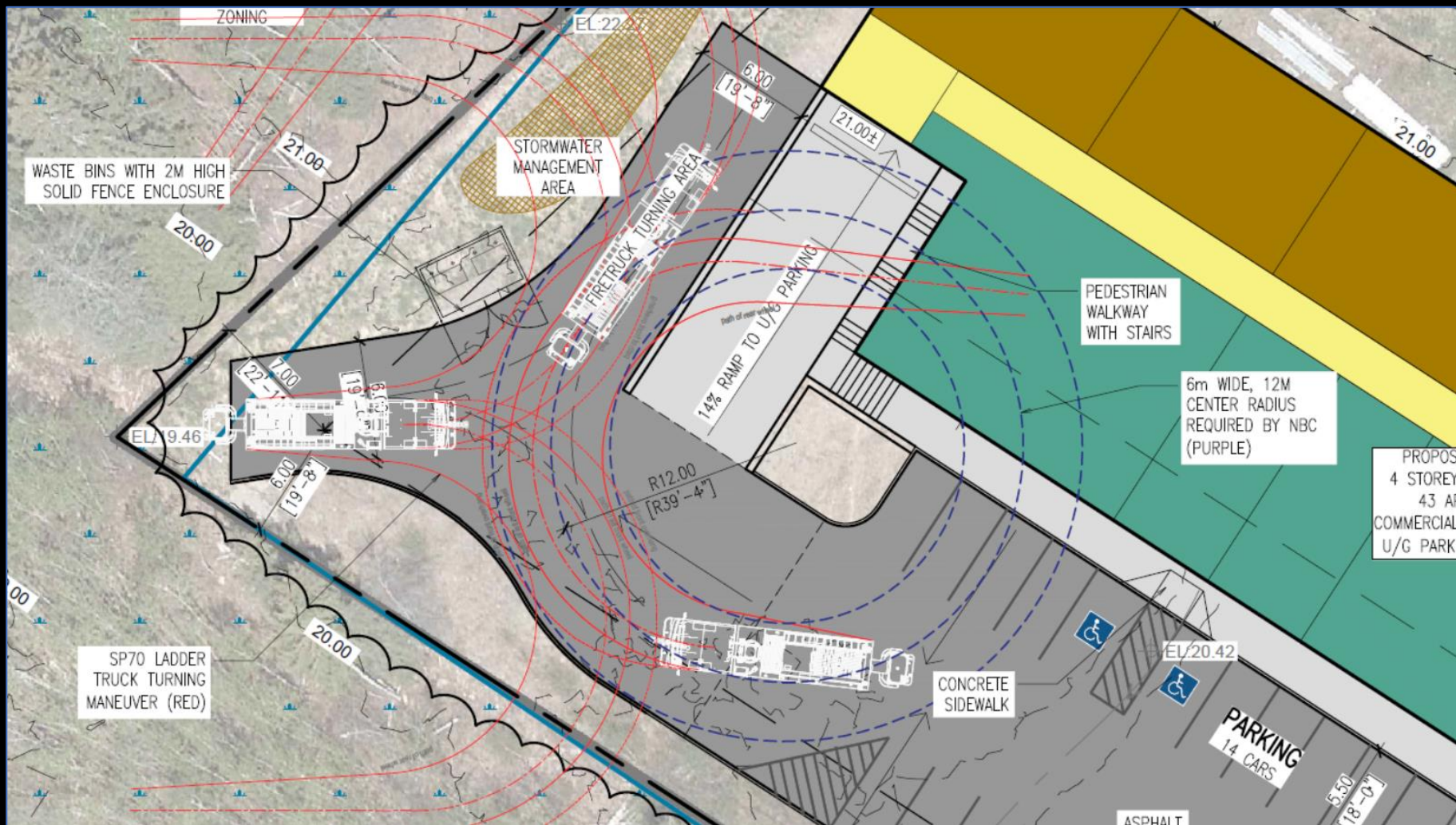
REVISED SIGNAGE

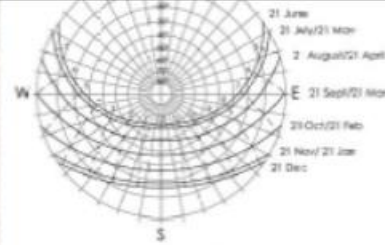
1. No commercial fascia signs; and
2. Awning signs and projecting signs are permitted

DRIVEWAY ACCESS



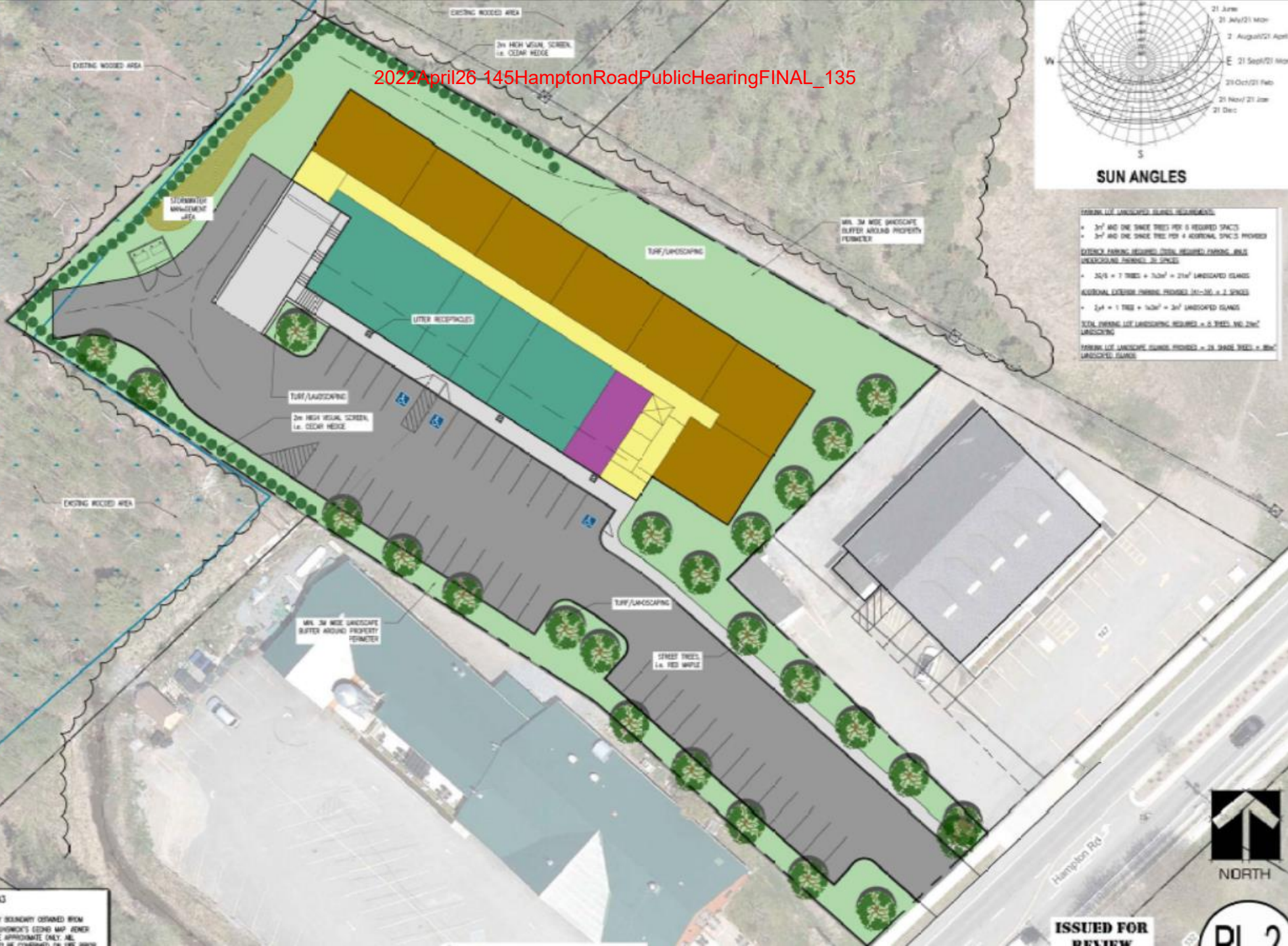
Turning for Fire Vehicles





SUN ANGLES

- MINIMUM TREE LANDSCAPE BUFFER REQUIREMENTS:**
- 3' x 4' AND ONE SHADE TREE PER 6 REQUIRED SPACES
 - 3' x 4' AND ONE SHADE TREE PER 4 ADDITIONAL SPACES PROVIDED
- OUTSIDE PARKING REQUIRED (TOTAL REQUIRED PARKING, PLUS UNDESIGNATED PARKING, 30 SPACES)**
- 30/6 = 5 TREES + 30x4' = 24x4' UNDESIGNATED ISLANDS
 - ADDITIONAL EXTERIOR PARKING PROVIDED 30/10 = 3 SPACES
 - 3/4' = 1 TREE + 30x4' = 3x4' UNDESIGNATED ISLANDS
- TOTAL EXTERIOR LOT LANDSCAPING REQUIRED = 8 TREES, 90 2x4' UNDESIGNATED ISLANDS**
- TOTAL LOT LANDSCAPE BUFFER PROVIDED = 24 SHADE TREES + 84' UNDESIGNATED ISLANDS**



PAN: 11238343

NOTE: PROPERTY BOUNDARY OBTAINED FROM SERVICE NOW BRUNSWICK'S CEDED MAP OWNER RECORDS AND ARE APPROXIMATE ONLY. ALL MEASUREMENTS TO BE FIELD VERIFIED.



ISSUED FOR REVIEW

DI 2

RECOMMENDATION

Staff and the Planning Advisory Committee recommend:

- A. Council enact BY-LAW 2-10-30 to rezone land at 145 Hampton Road (PIDs 00243097 and 30266845) from Central Commercial to the Multi-Unit Residential Zone [R4] for a 43-unit / mixed used commercial apartment building subject to the execution of a Development Agreement.

- B. Council authorize the Mayor and Clerk to enter into an agreement, to allow for the development a 43-unit / mixed used commercial apartment building at 145 Hampton Road (PIDs 00243097 and 30266845).

2022April26 145HamptonRoadPublicHearingFINAL_137

From: [Mary Jane Banks](mailto:MaryJaneBanks@rothesay.ca)
To: [Mary Jane Banks](mailto:MaryJaneBanks@rothesay.ca)
Subject: FW: Rezoning Application - 145-147 Hampton Road
Date: April 22, 2022 11:12:47 AM

From: Brian White <BrianWhite@rothesay.ca>
Sent: April 20, 2022 3:19 PM
To: Mary Jane Banks <MaryJaneBanks@rothesay.ca>
Subject: FW: Rezoning Application - 145-147 Hampton Road

From: K. Wayne Johnston
Sent: April 20, 2022 3:12 PM
To: Brian White <BrianWhite@rothesay.ca>
Subject: Rezoning Application - 145-147 Hampton Road

Hello again Mr. White:

This is a follow up to our exchange with you in early March 2022 pursuant to the Subject Location. I take note of your follow-up indicating there will be a Public Hearing on the Notice April 26, 2022 @ 6:30PM.

Most of our concerns were brought out in our e-mail of March 2nd as directed to you.

My wife and I will attend the noted meeting.

Thank you

Wayne

K. Wayne and Adele A. Johnston

Monaco Dr.
Rothesay, NB E2E 2P2

Any correspondence with employees, agents, or elected officials of the town of Rothesay may be subject to disclosure under the provisions of the Right to Information and Protection of Privacy Act, S.N.B. 2009, c. R-10.6. Records may be shared with internal departments, external agencies or may be publicly released at a Town Council or Committee meeting. Any questions regarding the collection of this information can be directed to the Rothesay Town Clerk, 70 Hampton Road, Rothesay, NB, E2E 5L5 (506-848-6664)

Any correspondence with employees, agents, or elected officials of the town of Rothesay may be subject to disclosure under the provisions of the Right to Information and Protection of

Privacy Act, S.N.B. 2009, c. R-10.6.

From: [Mary Jane Banks](#)
To: [Mary Jane Banks](#)
Subject: FW: Rezoning Application - 145-147 Hampton Road
Date: April 21, 2022 3:19:29 PM

From: K. Wayne Johnston
Sent: March 2, 2022 3:17 PM
To: Brian White <BrianWhite@rothesay.ca>
Subject: Rezoning Application - 145-147 Hampton Road

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

Hello Mr. White:

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

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

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

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

We are aware of the content of the correspondence as sent to you by our neighbour, Charlene and Steve Buckley. They clearly identify the imposition placed on all of us along the intersecting line with 145 – 147 Hampton Rd. I will then not echo what you already has been put forth.

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

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

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

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

Yours Truly

Wayne & Adele Johnston

K. Wayne and Adele A. Johnston

Monaco Dr.
Rothesay, NB E2E 2P2