



ROTHESAY

PUBLIC HEARING AGENDA

7:00 p.m.

Monday, January 16, 2023

Common Room, Rothesay Town Hall



Public access to the Live stream will be available online at 7:00 p.m.:

[PUBLIC HEARING LIVESTREAM](#)

PUBLIC HEARING – 27 unit Apartment Building

50 Hampton Road PID 00255984

1. CALL TO ORDER Instructions

2. PUBLIC HEARING

Documentation

10 January 2023

Memorandum prepared by Town Clerk Banks (public notices)

16 December 2022

Community Planning Act, Section 111 notice to website/Town Hall

DRAFT

By-law 2-10-33

DRAFT

(Amended) Development Agreement

5 December 2022

Recommendation from Planning Advisory Committee

30 November 2022

Staff Report to Planning Advisory Committee (with attachments)

3 November 2022

Staff Report to Planning Advisory Committee (with polling letters)

28 September 2022

Staff Report to Planning Advisory Committee (with traffic study)

Appearances/Presentations:

Presentation:

Andrew McKay

Developer

Peter MacKenzie

Comeau MacKenzie Architecture

Jill DeMerchant, M.Eng. P. Eng

Englobe (Traffic Study)

Presentation:

Brian White, MCIP RPP, Director of Planning/Development Services

Appearances:

n/a

Comments:

Email from resident Hibbard Lane

Letter from resident Summer Rose Lane

Letter from resident Hampton Road

Letter from resident Hampton Road

3. ADJOURNMENT



ROTHESAY MEMORANDUM



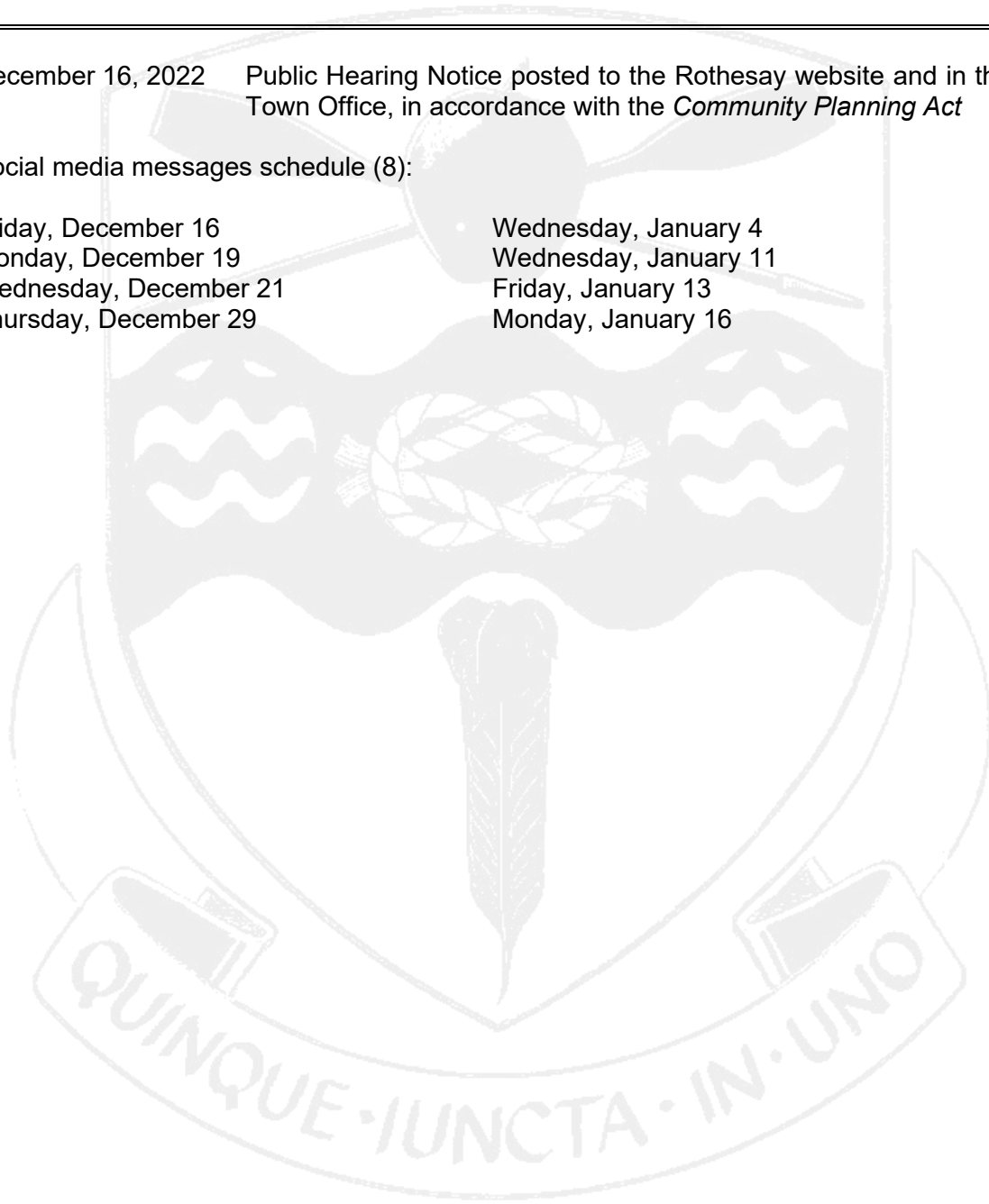
TO : Mayor Grant and Rothesay Council
FROM : Town Clerk Banks
DATE : 10 January 2023
RE : Public Hearing Notice and social media schedule
Three storey 27 unit apartment building
50 Hampton Road (PID 00255984)

December 16, 2022 Public Hearing Notice posted to the Rothesay website and in the Town Office, in accordance with the *Community Planning Act*

Social media messages schedule (8):

Friday, December 16
Monday, December 19
Wednesday, December 21
Thursday, December 29

- Wednesday, January 4
- Wednesday, January 11
- Friday, January 13
- Monday, January 16



[www.rothesay.ca /public-hearing-notice-50-hampton-road-27-unit-apartment-building/](http://www.rothesay.ca/public-hearing-notice-50-hampton-road-27-unit-apartment-building/)

PUBLIC HEARING NOTICE – 50 Hampton Road, 27 Unit Apartment Building

2022-12-16

16 December 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 the land at 50 Hampton Road (PID 00255984) from Single Family Residential – Large Serviced Zone [R1a] to the Multi-Unit Residential Zone [R4] to allow a multi-unit apartment building, subject to the execution of a Development Agreement in accordance with the Community Planning Act, SNB 2017, c 19 and amendments thereto.

A **PUBLIC HEARING** will be held on **Monday, January 16, 2023**, commencing at **7:00 p.m.** in the Common Room, Rothesay Town Hall, 70 Hampton Road. The hearing will be [livestreamed](#).

The following documentation is available online and can also be reviewed at the Town Office, 70 Hampton Road, Rothesay, NB Monday to Friday 8:00 am – 12 noon and 1:00 – 4:30 pm (closed between 12 noon and 1 pm), exclusive of civic holidays:

- DRAFT [By-law 2-10-33](#)
- DRAFT [\(Amended\) Development Agreement](#)
- 5 December 2022 [Recommendation from Planning Advisory Committee](#)
- 30 November 2022 [Staff Report to Planning Advisory Committee \(with attachments\)](#)
- 3 November 2022 [Staff Report to Planning Advisory Committee \(with polling letters\)](#)
- 28 September 2022 [Staff Report to Planning Advisory Committee \(with traffic study\)](#)

Written objections to the proposed amendment will be received by the undersigned until 12 noon on Wednesday, **January 11, 2023** and will be provided to Council for the public hearing. Any person wishing to speak for or against the proposal may do so at the Public Hearing on **Monday, January 16, 2023 at 7:00 p.m.** (Please note masks are encouraged).

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 public meeting. Any questions regarding the collection of this information can be directed to the Clerk's office.

Mary Jane E. Banks BComm 2023January16 50 HamptonRd Hearing FINAL_004
Town Clerk
Rothesay@rothesay.ca
506-848-6600



**BY-LAW 2-10-33
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 “2-10-33”.

The purpose of the amendment is to rezone land off Hampton Road from Single Family Residential – Large Serviced Zone [R1a] to the Multi-Unit Residential Zone [R4]) subject to the execution of a Development Agreement to allow a multi-unit apartment building on (PID 00255984) in accordance with the Community Planning Act, supra.

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

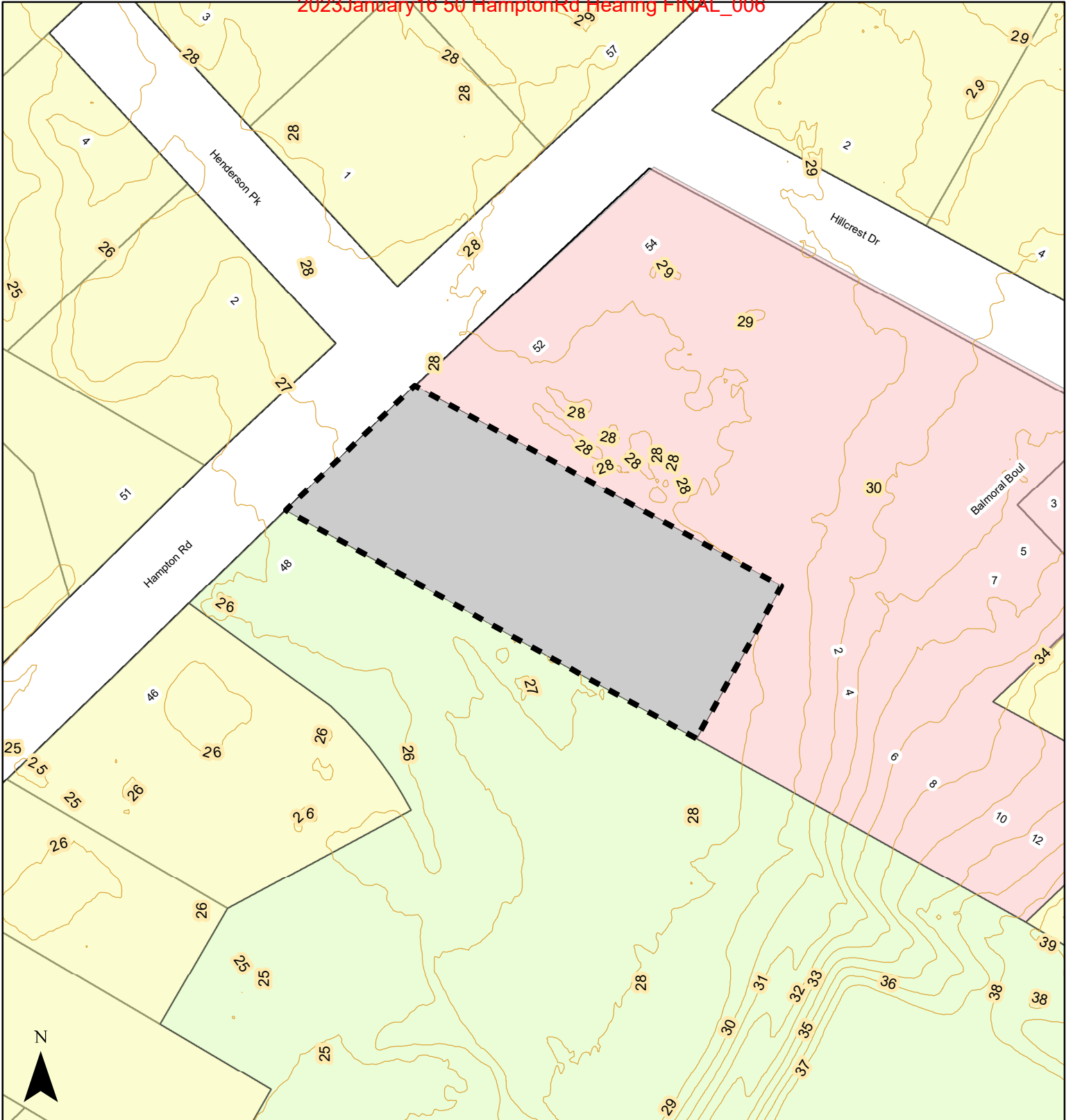
MAYOR

CLERK

Attachment - Bylaw 2-10-33





PID 00255984

2023 January 16 50 Hampton Rd Hearing FINAL_006

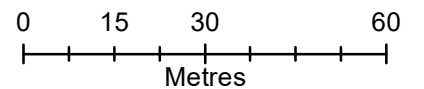


2022-10-27, 2:55:39 PM

Zoning

-  INSma
-  R1A
-  R4
-  Property Boundary

1:1,250



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 00255984
of Parcel Burdened
by Agreement:

Owner of Land Parcels: **Andrew McKay**
308 Model Farm Road
Quispamsis, New Brunswick
E2G 1L8 (Hereinafter called the "Developer")

Agreement with: **Rothesay**
70 Hampton Road
Rothesay, New Brunswick
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 50 Hampton Road (PID 00255984) and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer is now desirous of entering into a development agreement to allow for the development of a twenty-seven (27) unit Multi-Unit Residential building with underground parking on the Lands as described in Schedules B through D. (herein after called the "Project")

AND WHEREAS Rothesay Council did, on **INSERT DATE**, authorize the Mayor and Clerk to enter into a Development Agreement with Andrew McKay to develop a multi-unit residential apartment building on the Lands.

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

1. The Developer agrees that the number of residential units situated on the Lands shall not exceed twenty-seven (27) Multi-Unit Residential Units.

Schedules

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

Site Development

3. The Developer agrees that the total number of units shall not exceed twenty-two (22) excepting for the addition of 5 units as per density bonusing provisions requiring a total of 10 units to be designated either affordable or meeting the Universal Design Barrier Free as further described herein.
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.

5. The Developer agrees to improve, remove or demolish the existing building on the property in compliance with the Dilapidated Structures provisions of Rothesay Zoning By-law No. 02-10 as amended from time to time.

Affordable Housing Units

6. The Developer agrees to maintain for a period of twenty (20) years, adjusted by the Consumer Price Index based upon initial occupancy at the first day of building occupancy, no fewer than three (3) affordable rental housing units. The affordable housing units are to be 2 (two) bedroom units constructed with similar finishes for flooring, trim, bathrooms, paint and kitchen cabinets as the market rate housing units, with a Base Monthly Rental Rate at or below 30% of \$69,000 being the Median total income of one-parent economic families for 2020 in Rothesay as stated by Statistic Canada.
7. The Developer further agrees that once the base rents for the Affordable Housing Units are established in the first year of occupancy, they shall only be raised by a maximum of the Consumer Price Index (CPI), annual average not seasonally adjusted for Saint John, N.B.
8. The Developer agrees to provide to Rothesay an annual audit or legal affidavit signed by a licensed member in good standing of the Chartered Professional Accountants of New Brunswick that provides reasonable assurance that the rents of the affordable units comply with this agreement
9. The Developer agrees to bear all costs associated with the annual audit or legal affidavit referenced in the preceding paragraph (8) above and to fully cooperate with Rothesay relating to such audit monitoring and evaluation
10. The Developer agrees that during the full Term of this Agreement, that any failure by the Developer to maintain the affordability provisions as set out in the preceding paragraphs above (6 to 9) or any other violation of any material term of the affordability principles shall constitute a default under this Agreement.
11. The Developer agrees that upon any such default, Rothesay may demand, and the Developer agrees to pay to Rothesay an amount equal to twice the difference of the actual rent received and the maximum amount of rent permitted under clause 7. The Developer agrees to pay interest on any balance in arrears at the rate of 1.25% percent per month compounded monthly.
12. Rothesay and the Developer agree to defer monitoring of the affordable housing aspects of this Agreement should the development become subject to or be monitored under a Federal or Provincial recognized affordable housing program that provides governance, regulation, and monitoring. For clarity, this includes CMHC financing that supports affordable housing. Where no such program is in effect, this agreement shall prevail.
13. Rothesay and the Developer agree that nothing contained in this agreement shall make or be construed to make any tenant or resident of the Project the responsibility of Rothesay.

Universal Design Barrier-Free Units

14. The Developer agrees to construct seven (7) Universal Design Barrier Free units utilizing Universal Design principles to achieve an accessible barrier-free standard to the satisfaction of the Development Officer in consultation with the Town's Building Inspector.
15. The Developer agrees that the building occupancy permit shall not be granted by Rothesay until the requirements set out in the preceding

paragraph above (14) are substantially completed and approved by Rothesay.

Architectural Guidelines

16. The Developer agrees that an objective of this development is to provide a high quality and visually attractive development, which exhibits an architectural design that reinforces the community character and that is generally consistent with the existing styles of housing in Rothesay. The Developer agrees to ensure the following:
- a. The architectural design of the building shall be, in the opinion of the Development Officer, generally in conformance with Schedule C.
 - b. All exterior mounted ventilation and related mechanical equipment, including roof mechanical units, shall be concealed by screening in a manner to reduce clutter and negative impacts on the architectural character of the building.

Sidewalk Street Crossing – Cost Contribution

17. The Developer agrees to pay to Rothesay upon receipt of an invoice an amount not exceeding twenty percent (20%) to a maximum amount not exceeding \$10,000.00 of the actual cost incurred and expended by Rothesay for pedestrian crosswalk signalization at the intersection of Hampton Road and the entrance to Arthur Miller Fields including the poles, controllers, accessories, electrical equipment, paint and appurtenances necessary for the installation and operation of overhead mounted pedestrian crossover signs.

Storm Water

18. The Developer shall carry out, subject to inspection and approval by Town representatives, the installation of a storm water system as per Schedule E of this agreement. The Developer agrees to accept responsibility for all costs associated such installation including the following:
- a. Construction, to Town standards, of a storm water system including pipes, fittings, precast sections for manholes and catch basins capable of removing surface water from the entire developed portion of the lands to a predetermined location selected by the Developer's Engineer and approved by the Town Engineer,
 - b. topsoil and hydro-seeding of shoulders of roadways.
19. 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.
20. The Developer agrees that all roof leaders, down spouts, and other storm water drains from the building, parking lot and landscape features shall not be directed or otherwise connected or discharged directly to the Town's storm water or sanitary collection system.
21. The Developer agrees to provide to the Town Engineer written certification of a Professional Engineer, licensed to practice in New Brunswick that the storm water system has been satisfactorily completed and constructed in accordance with the Town specifications.

Water Supply

22. The Developer agrees to connect to the Town's nearest and existing water system at a point to be determined by the Town Engineer and utilizing methods of connection approved by the Town Engineer.
23. The Town agrees to supply potable water for the purposes and for those purposes only for a maximum of twenty-seven (27) residential dwellings

and for minor and accessory purposes incidental thereto and for no other purposes whatsoever.

24. The Developer agrees to pay the Town a fee for connection of the building to the Town water system including sprinkler feed to the Town water system calculated in the manner set out in By-law 1-18, Rothesay Water By-law as amended from time to time, to be paid to the Town twelve (12) months following the issuance of the building permit.
25. The Developer agrees that the Town does not guarantee and nothing in this Agreement shall be deemed a guarantee of an uninterrupted supply or of a sufficient or uniform water pressure or a defined quality of water. The Town shall not be liable to the Developer or to any person, firm or corporation for any damage or injury caused by the interruption of the supply of water, the lack of uniform pressure thereof or the quality of water.
26. The Developer agrees that all connections to the Town water mains shall be approved and inspected by the Town Engineer or such other person as is designated by the Town prior to backfilling and that the operation of water system valves is the sole responsibility of the Town.
27. The Developer agrees to comply with the Town's Water By-law and furthermore that a separate water meter shall be installed, at their expense, for each residential connection made to the Town's water system.
28. The Developer agrees that the Town may terminate the Developer's connection to the Town water system in the event that the Town determines that the Developer is drawing water for an unauthorized purpose or for any other use that the Town deems in its absolute discretion or if an invoice for water service is more than 90 days in arrears.
29. The Developer agrees to provide, prior to the occupation of any buildings or portions thereof, written certification of a Professional Engineer, licensed to practice in New Brunswick that the connection of service laterals and the connection to the existing Town water system have been satisfactorily completed and constructed in accordance with the Town specifications.

Sanitary Sewer

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

Retaining Walls

35. The Developer agrees that dry-stacked segmental concrete (masonry

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

36. The Developer agrees to obtain from the Town a Building Permit for any retaining wall, as required on the Lands, more than 1.2 meters in height and that such retaining walls will be designed by a Professional Engineer, licensed to practice in New Brunswick.

Indemnification

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

Notice

38. Any notice or advice which is to be given under this Agreement shall be deemed to have been satisfactorily given to the Developer if delivered personally or by prepaid mail addressed to Mr. Andrew McKay, 308 MODEL FARM ROAD, QUISPAMIS, NEW BRUNSWICK, E2G 1L8 and to the Town if delivered personally or by prepaid mail addressed to **ROTHESAY**, 70 HAMPTON ROAD, ROTHESAY, NEW BRUNSWICK, E2E 5L5. In the event of notice by prepaid mail, the notice will be deemed to have been received four (4) days following its posting.

By-laws

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

Termination

40. The Town reserves the right and the Developer agrees that the Town has the right to terminate this Agreement without compensation to the Developer if the specific proposal has not commenced construction on or before INSERT DATE being a date 3 years (36 months) from the date of Council's decision to enter into this Agreement. Accordingly, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform to the provisions of the **Rothesay Zoning By-law**.

41. The Developer agrees, that once construction has commenced, to continue through to completion as continuously and expeditiously as deemed reasonable of all building construction, siteworks, landscaping, paving, curbing, and stormwater management infrastructure to achieve **Final Completion** within 24 months.

42. The Developer agrees that should the Town terminate this Agreement the Town may call the Letter of Credit described herein and apply the proceeds to the cost of completing the work or portions thereof as outlined in this Agreement. If there are amounts remaining after the completion of the work

~~in accordance with this Agreement, the remainder of the proceeds shall be returned to the Institution issuing the Letter of Credit. If the proceeds of the Letter of Credit are insufficient to compensate the Town for the costs of completing the work mentioned in this Agreement, the Developer shall promptly on receipt of an invoice pay to the Town the full amount owing as required to complete the work.~~

Security & Occupancy

43. The Town and Developer agree that Final Occupancy of the proposed building(s), as required in the Building By-law, shall not occur until all conditions above have been met to the satisfaction of the Development Officer and an Occupancy Permit has been issued.

~~44. Notwithstanding Schedule D and E of this Agreement, the Town agrees that the Occupancy Permit may be issued provided the Developer supplies a security deposit in the amount of one hundred and twenty percent (120%) of the estimated cost to complete the required storm water management and landscaping. The security deposit shall comply with the following conditions:~~

~~a. security in the form of an automatically renewing, irrevocable letter of credit issued by a chartered bank dispensed to and in favour of Rothesay;~~

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

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

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

Failure to Comply

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

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

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

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

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

Entire Agreement

46. This Agreement contains the whole agreement between the parties hereto

and supersedes any prior agreement as regards the lands outlined in the plan hereto annexed.

Severability

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

Reasonableness

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

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

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

Witness:

Andrew McKay

Witness:

Rothesay:

Nancy E. Grant, Mayor

Mary Jane E. Banks, Clerk

SCHEDULE A

PID: | **00255984**



PROPOSED 27 UNIT APARTMENT
 50 HAMPTON ROAD, ROTHESAY N.B.



OCT. 2022

226'-7"



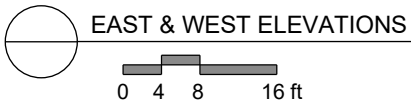
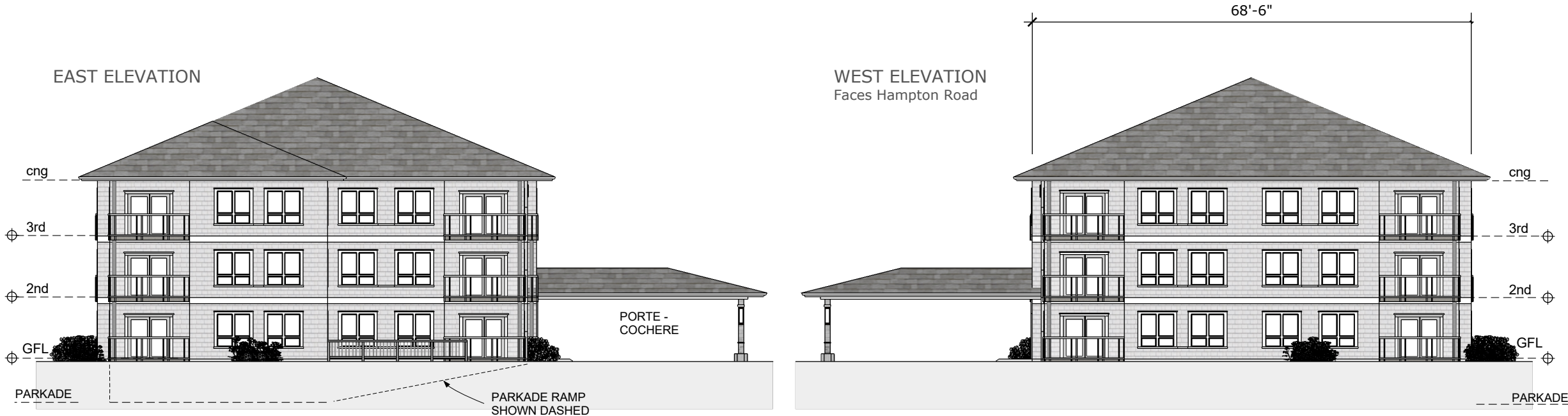
SOUTH ELEVATION
 FACES ARTHUR MILLER FIELDS DRIVE

0 4 8 16 ft

PROPOSED 27 UNIT APARTMENT
 50 HAMPTON ROAD, ROTHESAY N.B.



OCT. 2022

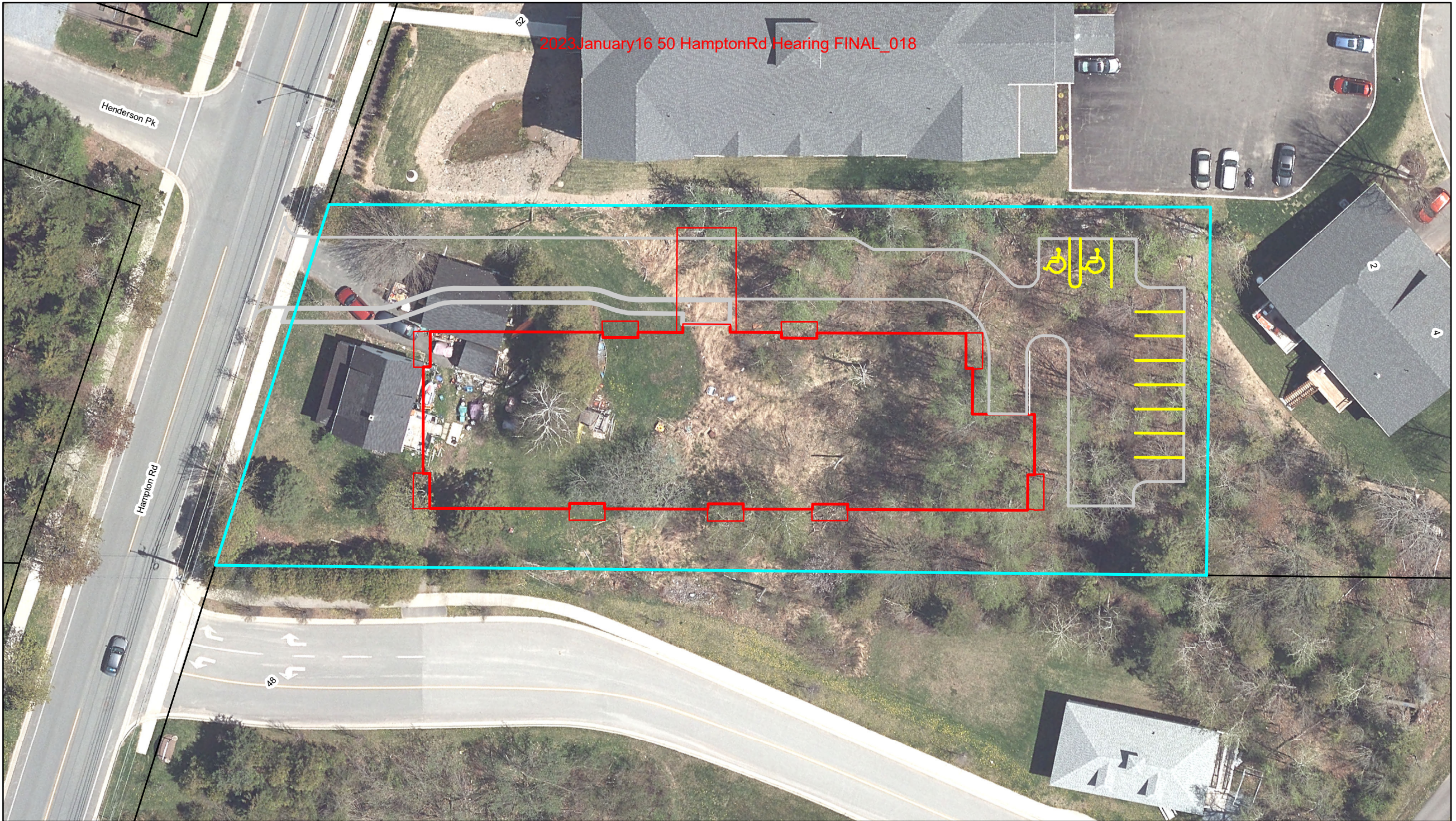


PROPOSED 27 UNIT APARTMENT
50 HAMPTON ROAD, ROTHESAY N.B.



OCT. 2022

2023 January 16 50 Hampton Rd Hearing FINAL_018



Henderson Pk

Hampton Rd

83

83

2

4

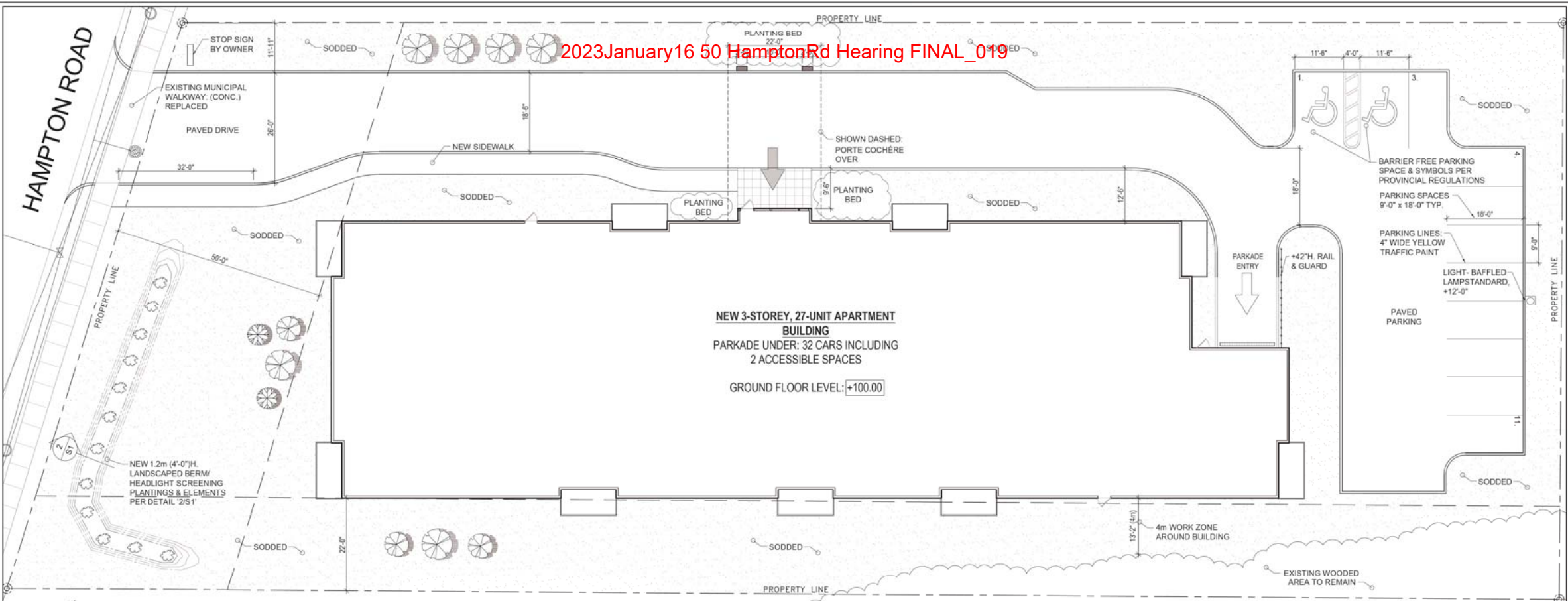
50 Hampton Rd

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Meters



2023 January 16 50 Hampton Rd Hearing FINAL_019



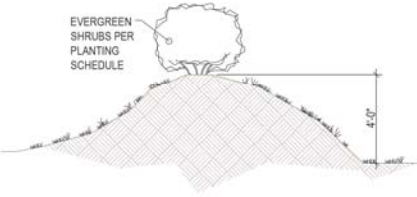
1
S1 SITE PLAN
SCALE: 3/32" = 1'-0"

NOTE: SITE PLAN INFORMATION BASED ON DON-MORE SURVEYS & ENGINEERING LTD.
DRAWING: 22352BASE-TOPETER, DATED: 2022-10-05

PLANTING BEDS:
2- TREES: DRAWF ALBERTA SPRUCE SERVICE BERRY
6- SHRUBS: RUGOSA ROSE WHITE RUGOSE AZALEA
GROUND COVER: CREEPING CANTONEASTER SNOW IN SUMMER

FREESTANDING TREES = A MIX OF:
FLOWERING CRAB
NORWAY MAPLE
BLUE SPRUCE
DRAWF ALBERTA SPRUCE

PLANTING SYMBOLS:	
	DECIDUOUS TREE
	EVERGREEN TREE
	GROUND COVER
	SHRUB

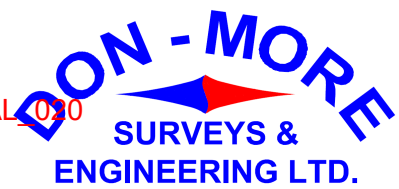


2
S1 SECTION DETAIL: PLANTING BERM
SCALE: 3/8" = 1'-0"

NOV 20 2022		ISSUED FOR ZONING APPLICATION
NO. DATE	REVISION	DESCRIPTION
COMEAU MACKENZIE ARCHITECTURE <small>110 COTTAGE STREET, SUITE 2000, MONTRÉAL, QUÉBEC H3T 1E1 TEL: (514) 897-1811 FAX: (514) 897-1812</small>		
PROJECT NAME: NEW 27-UNIT APARTMENT BUILDING 50 HAMPTON ROAD ROTHEsay, NB		
SITE PLAN		
DRAWN BY:	AEP	CHECKED BY:
SCALE:	AS SHOWN	DATE:
PROJECT #	222413	DWG #
		S1

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

2023 January 16 50 Hampton Rd Hearing FINAL_020



November 30, 2022

Brian White
Town of Rothesay,
70 Hampton Road,
Rothesay, NB E2E 5Y2

VIA E-Mail: BrianWhite@rothesay.ca

Re: 22352ESP1 - 50 Hampton Road - PID 00255984

This property is currently a single family home adjacent to the entrance to the Arthur Miller Fields on the south, and a condominium development on the north.

The applicant would like to rezone the property to allow the creation of a new 27 unit building complete with underground parking. The construction standards and finishes of the new building would be very similar to those of the existing condominium building.

The development would be accessed by a private driveway from Hampton Road.

The new building would be serviced with municipal sanitary and water. A detailed analysis of the existing sanitary and water systems has not been undertaken at this point, but this development would access the new infrastructure installed by the developer as part of the upgrades to allow the two 24 unit buildings adjacent to this development.

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 hydrodynamic separator to provide treatment of water quality.

Storage of stormwater would be provided to offset peak flows to pre-development levels. There are a number of different options that would be assessed relative to on-site storage or detention of stormwater to reduce peak flows to pre development levels. The primary method that would be employed is to create parking lot ponds. This is done through enclosing the site in cast in place curbs, and directing surface runoff to a series of catch basins within the parking lot. Inside the catch basins, the outlet pipes are equipped with Inlet Control Devices (ICD's) which restrict the flow of water from the catch basin. These ICD's are sized to cause ponding of water on the parking area in intense rain events. Ponding is limited to safe depths so as not to cause injury or damage by grading spill over paths from one drainage area into another lower drainage area.

Following the design of the parking lot complete with parking lot ponds, we are likely to still require some attenuation of peak flows. There are two additional measures that would then be assessed. One option is a traditional stormwater management pond similar to what is next door in front of the condominium building. These are typically designed as a shallow swale or pond. These are designed as a dry pond such that in intense rain events water flows into the pond. The pond would be equipped with an outlet from the bottom of the pond but again the

outlet would be sized to reduce the peak flow of water from the pond. This results in the pond retaining water for short periods of time during the intense portions of heavy rain events. Typically these ponds are designed to a depth of about 1.2 meters, but an emergency spillway is provided such that peak depths within the pond can not exceed 900mm. Ponds are typically designed with gentle slopes into the pond to promote the growth of vegetation and allow a natural looking landscaped area.

The third option to be reviewed would be underground storage. This can take the form of preformed storage chambers or rock voids in areas of infill where shot rock has been used in place of fill.

As we proceed through detailed design these various measures would be reviewed and the most appropriate combination of options would be chosen for this site.

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.

Form 43

AFFIDAVIT OF EXECUTION

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

Subscribing Witness:

Address:

Persons Who Executed
the Instrument:

Andrew McKay

Place of Execution:

Rothesay, New Brunswick

Date of Execution:

I, the subscribing witness, make oath and say:

1. That I was personally present and saw the attached instrument duly executed by the party specified and that I am the subscribing witness;
2. That the person who executed the instrument is known to me or the person's identity has been proved to my satisfaction;
3. That the instrument was executed at the place and on the date specified above;
4. That at the time of execution of the instrument I was of the full age of sixteen years; and
5. That the person who executed the instrument is, in my belief, of the age of majority.

DECLARED to at town of Rothesay)
 In the County of Kings and)
 and Province of New Brunswick,)
 on the _____)
 day of _____ 2022)

BEFORE ME:)
)
)
 _____)

Commissioner of Oaths

 Subscribing Witness

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;
2. 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;
3. 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;
4. 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;
5. That the instrument was executed at the place and on the date specified above;

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

BEFORE ME:)

Commissioner of Oaths)

MARY JANE E. BANKS



2023 January 16 50 Hampton Rd Hearing FINAL_024

ROTHESAY

MEMORANDUM



TO : Mayor and Council
FROM : Planning Advisory Committee
DATE : December 5, 2022
RE : 50 Hampton Road (PID 00255984)

The Planning Advisory Committee discussed the following motions at its regular meeting on Monday, December 5, 2022:

MOVED by Counc. Mackay French and seconded by Counc. Shea the Planning Advisory Committee hereby recommends that Council enact By-law 2-10-33 to rezone land located at 50 Hampton Road (PID 00255984) to the Multi-Unit Residential Zone [R4] for a multi-unit apartment building, subject to the execution of a Development Agreement.

NAY vote from C. Vaillancourt.

CARRIED.

MOVED by Counc. Mackay French and seconded by J. Buchanan the Planning Advisory Committee recommends that Council authorize the Mayor and Clerk to enter into an agreement as amended, to allow for development of a multi-unit apartment building on land located at 50 Hampton Road (PID 00255984).

NAY vote from C. Vaillancourt.

CARRIED.



To: Chair and Members of Rothesay Planning Advisory Committee
From: Brian L. White, MCIP, RPP
Director of Planning and Development Services
Date: Wednesday, November 30, 2022
Subject: Rezoning 50 Hampton Road – Apartment Building

Applicant:	Andrew McKay	Property Owner:	Glynn Johnston
Mailing Address:	308 Model Farm Road Quispamsis, NB E2G 1L8	Mailing Address:	50 Hampton Road Rothesay, NB E2E 5L2
Property Location:	50 Hampton Road	PID:	00255984
Plan Designation:	High Density Residential	Zone:	RIA – Single Family
Application For:	Rezoning (1 apartment building – 27 units)		
Input from Other Sources:			

RECOMMENDATION

PAC HEREBY removes from the TABLE the rezoning application for 50 Hampton Road.

ORIGIN

At the November 7th, 2022 meeting PAC TABLED the rezoning application from Mr. Andrew McKay to develop a three story 27-unit apartment building at 50 Hampton Road pending the receipt of a supplemental staff report to address a potential amendments to the draft development agreement, to ensure the project is completed in a timely manner.

BACKGROUND:

As noted, Staff were requested by PAC to review and develop an amendment to the development agreement, to ensure the construction of the apartment building would be completed in a timely manner. Staff reviewed several options and have engaged the Town's solicitor to review the development agreement and determine what appropriate measures might be recommended to address the concern.

Staff also discussed the concern with the developer and agreed to amendments that would require the development to begin construction within 3 years and to be completed within 24 months from commencement of construction. This changes the agreement significantly in that previous agreements give developers 5 years to begin construction of their projects with no fixed date for FINAL COMPLETION¹ of those projects.

Staff have attached the revised DRAFT development agreement and note the following revisions to clauses 40 and 41 of the agreement.

TERMINATION

40. The Town reserves the right and the Developer agrees that the Town has the right to terminate this Agreement without compensation to the Developer if the

¹ Final Completion meaning verified by the development officer, that construction of the project is finally complete and is ready for building occupancy.

specific proposal has not commenced construction on or before **INSERT DATE** being a date 3 years (36 months) from the date of Council's decision to enter into this Agreement. Accordingly, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform to the provisions of the Rothesay Zoning By-law.

41. The Developer agrees that once construction has commenced, to continue through to completion as continuously and expeditiously as deemed reasonable of all building construction, siteworks, landscaping, paving, curbing, and stormwater management infrastructure to achieve Final Completion within 24 months.

Staff also note that previous development agreements allow the developer to occupy a building by posting a Bond even though sitework, such as landscaping, and stormwater management infrastructure is not finished. Staff propose that this clause be eliminated thereby reinforcing the deadline for Final Completion within 24 months once construction has commenced. The attached Draft Agreement strikes out Section 44 as follows:

- ~~44. Notwithstanding Schedule D and E of this Agreement, the Town agrees that the Occupancy Permit may be issued provided the Developer supplies a security deposit in the amount of one hundred and 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.~~

Staff note the changes from the previous draft agreement (November 2022 PAC) to the draft development agreement attached as follows:

- A. Project must start within 36 months;
- B. Once started the project must be completed within 24 months; and
- C. No occupancy will be permitted unless the project is complete.

Relief from these conditions can not afforded by the development officer and would require Council intervention.

RECOMMENDATIONS:

Staff recommend the Planning Advisory Committee consider the following MOTION(s):

- A. PAC HEREBY recommends that Council enact BY-LAW 2-10-33 to rezone land located at 50 Hampton Road (PID 00255984) to the Multi- Unit Residential Zone [R4] for a multi-unit 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 multi-unit apartment building on land located at 50 Hampton Road (PID 00255984).



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

Date: Wednesday, November 30, 2022

ATTACHMENTS

ATTACHMENT A

Draft By-Law

ATTACHMENT B

Draft Development Agreement



**BY-LAW 2-10-33
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:

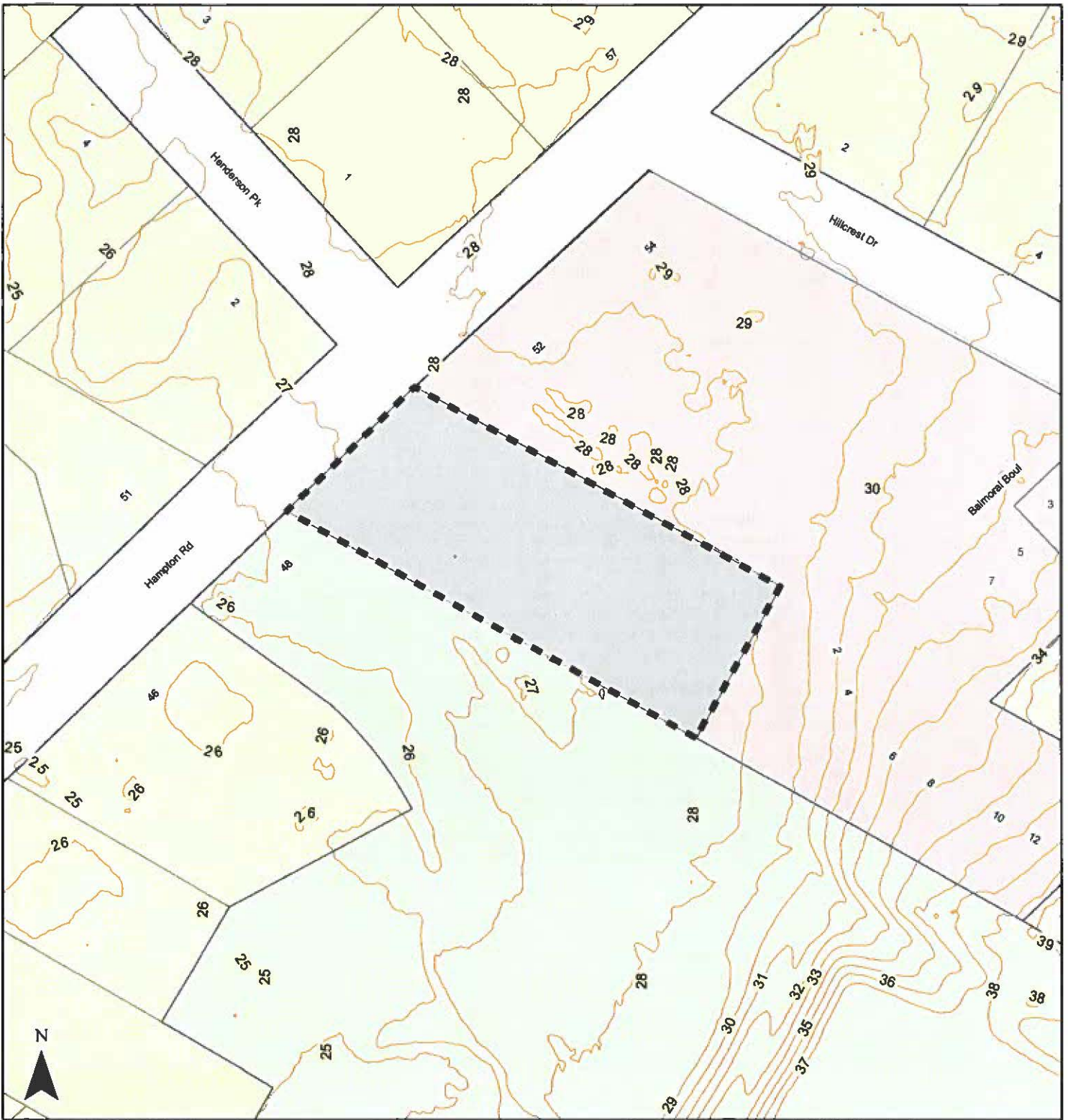
That Schedule A, entitled “Zoning” as attached to By-Law 2-10 “ROTHESAY ZONING BY-LAW” is hereby amended, as identified on the attached sketch, identified as Attachment “2-10-33”.

The purpose of the amendment is to rezone land off Hampton Road from Single Family Residential – Large Serviced Zone [R1a] to the Multi-Unit Residential Zone [R4] subject to the execution of a Development Agreement to allow a multi-unit apartment building on (PID 00255984) in accordance with the Community Planning Act, supra.

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





MAYOR

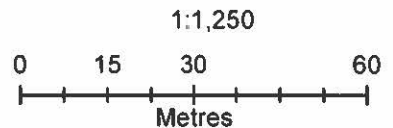
CLERK



2022-10-27, 2:55:39 PM

Zoning

-  INSma
-  R1A
-  R4
-  Property Boundary



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 Parcel Burdened by Agreement: 00255984

Owner of Land Parcels: **Andrew McKay**
308 Model Farm Road
Quispamsis, New Brunswick
E2G 1L8 (Hereinafter called the "Developer")

Agreement with **Rothesay**
70 Hampton Road
Rothesay, New Brunswick
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 50 Hampton Road (PID 00255984) and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer is now desirous of entering into a development agreement to allow for the development of a twenty-seven (27) unit Multi-Unit Residential building with underground parking on the Lands as described in Schedules B through D. (herein after called the "Project")

AND WHEREAS Rothesay Council did, on **INSERT DATE**, authorize the Mayor and Clerk to enter into a Development Agreement with Andrew McKay to develop a multi-unit residential apartment building on the Lands.

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

1. The Developer agrees that the number of residential units situated on the Lands shall not exceed twenty-seven (27) Multi-Unit Residential Units.

Schedules

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

Site Development

3. The Developer agrees that the total number of units shall not exceed twenty-two (22) excepting for the addition of 5 units as per density bonusing provisions requiring a total of 10 units to be designated either affordable or meeting the Universal Design Barrier Free as further described herein.
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.

5. The Developer agrees to improve, remove or demolish the existing building on the property in compliance with the Dilapidated Structures provisions of Rothesay Zoning By-law No. 02-10 as amended from time to time.

Affordable Housing Units

6. The Developer agrees to maintain for a period of twenty (20) years, adjusted by the Consumer Price Index based upon initial occupancy at the first day of building occupancy, no fewer than three (3) affordable rental housing units. The affordable housing units are to be 2 (two) bedroom units constructed with similar finishes for flooring, trim, bathrooms, paint and kitchen cabinets as the market rate housing units, with a Base Monthly Rental Rate at or below 30% of \$69,000 being the Median total income of one-parent economic families for 2020 in Rothesay as stated by Statistic Canada.
7. The Developer further agrees that once the base rents for the Affordable Housing Units are established in the first year of occupancy, they shall only be raised by a maximum of the Consumer Price Index (CPI), annual average not seasonally adjusted for Saint John, N.B.
8. The Developer agrees to provide to Rothesay an annual audit or legal affidavit signed by a licensed member in good standing of the Chartered Professional Accountants of New Brunswick that provides reasonable assurance that the rents of the affordable units comply with this agreement
9. The Developer agrees to bear all costs associated with the annual audit or legal affidavit referenced in the preceding paragraph (8) above and to fully cooperate with Rothesay relating to such audit monitoring and evaluation
10. The Developer agrees that during the full Term of this Agreement, that any failure by the Developer to maintain the affordability provisions as set out in the preceding paragraphs above (6 to 9) or any other violation of any material term of the affordability principles shall constitute a default under this Agreement.
11. The Developer agrees that upon any such default, Rothesay may demand, and the Developer agrees to pay to Rothesay an amount equal to twice the difference of the actual rent received and the maximum amount of rent permitted under clause 7. The Developer agrees to pay interest on any balance in arrears at the rate of 1.25% percent per month compounded monthly.
12. Rothesay and the Developer agree to defer monitoring of the affordable housing aspects of this Agreement should the development become subject to or be monitored under a Federal or Provincial recognized affordable housing program that provides governance, regulation, and monitoring. For clarity, this includes CMHC financing that supports affordable housing. Where no such program is in effect, this agreement shall prevail.
13. Rothesay and the Developer agree that nothing contained in this agreement shall make or be construed to make any tenant or resident of the Project the responsibility of Rothesay.

Universal Design Barrier-Free Units

14. The Developer agrees to construct seven (7) Universal Design Barrier Free units utilizing Universal Design principles to achieve an accessible barrier-free standard to the satisfaction of the Development Officer in consultation with the Town's Building Inspector.
15. The Developer agrees that the building occupancy permit shall not be granted by Rothesay until the requirements set out in the preceding

paragraph above (14) are substantially completed and approved by Rothesay.

Architectural Guidelines

16. The Developer agrees that an objective of this development is to provide a high quality and visually attractive development, which exhibits an architectural design that reinforces the community character and that is generally consistent with the existing styles of housing in Rothesay. The Developer agrees to ensure the following:
 - a. The architectural design of the building shall be, in the opinion of the Development Officer, generally in conformance with Schedule C.
 - b. All exterior mounted ventilation and related mechanical equipment, including roof mechanical units, shall be concealed by screening in a manner to reduce clutter and negative impacts on the architectural character of the building.

Sidewalk Street Crossing – Cost Contribution

17. The Developer agrees to pay to Rothesay upon receipt of an invoice an amount not exceeding twenty percent (20%) to a maximum amount not exceeding \$10,000.00 of the actual cost incurred and expended by Rothesay for pedestrian crosswalk signalization at the intersection of Hampton Road and the entrance to Arthur Miller Fields including the poles, controllers, accessories, electrical equipment, paint and appurtenances necessary for the installation and operation of overhead mounted pedestrian crossover signs.

Storm Water

18. The Developer shall carry out, subject to inspection and approval by Town representatives, the installation of a storm water system as per Schedule E of this agreement. The Developer agrees to accept responsibility for all costs associated such installation including the following:
 - a. Construction, to Town standards, of a storm water system including pipes, fittings, precast sections for manholes and catch basins capable of removing surface water from the entire developed portion of the lands to a predetermined location selected by the Developer's Engineer and approved by the Town Engineer,
 - b. topsoil and hydro-seeding of shoulders of roadways.
19. 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.
20. The Developer agrees that all roof leaders, down spouts, and other storm water drains from the building, parking lot and landscape features shall not be directed or otherwise connected or discharged directly to the Town's storm water or sanitary collection system.
21. The Developer agrees to provide to the Town Engineer written certification of a Professional Engineer, licensed to practice in New Brunswick that the storm water system has been satisfactorily completed and constructed in accordance with the Town specifications.

Water Supply

22. The Developer agrees to connect to the Town's nearest and existing water system at a point to be determined by the Town Engineer and utilizing methods of connection approved by the Town Engineer.
23. The Town agrees to supply potable water for the purposes and for those purposes only for a maximum of twenty-seven (27) residential dwellings

and for minor and accessory purposes incidental thereto and for no other purposes whatsoever.

24. The Developer agrees to pay the Town a fee for connection of the building to the Town water system including sprinkler feed to the Town water system calculated in the manner set out in By-law 1-18, Rothesay Water By-law as amended from time to time, to be paid to the Town twelve (12) months following the issuance of the building permit.
25. The Developer agrees that the Town does not guarantee and nothing in this Agreement shall be deemed a guarantee of an uninterrupted supply or of a sufficient or uniform water pressure or a defined quality of water. The Town shall not be liable to the Developer or to any person, firm or corporation for any damage or injury caused by the interruption of the supply of water, the lack of uniform pressure thereof or the quality of water.
26. The Developer agrees that all connections to the Town water mains shall be approved and inspected by the Town Engineer or such other person as is designated by the Town prior to backfilling and that the operation of water system valves is the sole responsibility of the Town.
27. The Developer agrees to comply with the Town's Water By-law and furthermore that a separate water meter shall be installed, at their expense, for each residential connection made to the Town's water system.
28. The Developer agrees that the Town may terminate the Developer's connection to the Town water system in the event that the Town determines that the Developer is drawing water for an unauthorized purpose or for any other use that the Town deems in its absolute discretion or if an invoice for water service is more than 90 days in arrears.
29. The Developer agrees to provide, prior to the occupation of any buildings or portions thereof, written certification of a Professional Engineer, licensed to practice in New Brunswick that the connection of service laterals and the connection to the existing Town water system have been satisfactorily completed and constructed in accordance with the Town specifications.

Sanitary Sewer

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

Retaining Walls

35. The Developer agrees that dry-stacked segmental concrete (masonry

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

36. The Developer agrees to obtain from the Town a Building Permit for any retaining wall, as required on the Lands, more than 1.2 meters in height and that such retaining walls will be designed by a Professional Engineer, licensed to practice in New Brunswick.

Indemnification

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

Notice

38. Any notice or advice which is to be given under this Agreement shall be deemed to have been satisfactorily given to the Developer if delivered personally or by prepaid mail addressed to Mr. Andrew McKay, 308 MODEL FARM ROAD, QUISPAMIS, NEW BRUNSWICK, E2G 1L8 and to the Town if delivered personally or by prepaid mail addressed to ROTHESAY, 70 HAMPTON ROAD, ROTHESAY, NEW BRUNSWICK, E2E 5L5. In the event of notice by prepaid mail, the notice will be deemed to have been received four (4) days following its posting.

By-laws

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

Termination

40. The Town reserves the right and the Developer agrees that the Town has the right to terminate this Agreement without compensation to the Developer if the specific proposal has not commenced construction on or before INSERT DATE being a date 3 years (36 months) from the date of Council's decision to enter into this Agreement. Accordingly, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform to the provisions of the Rothesay Zoning By-law.
41. The Developer agrees, that once construction has commenced, to continue through to completion as continuously and expeditiously as deemed reasonable of all building construction, siteworks, landscaping, paving, curbing, and stormwater management infrastructure to achieve **Final Completion** within 24 months.
42. The Developer agrees that should the Town terminate this Agreement the Town may call the Letter of Credit described herein and apply the proceeds to the cost of completing the work or portions thereof as outlined in this Agreement. If there are amounts remaining after the completion of the work

in accordance with this Agreement, the remainder of the proceeds shall be returned to the Institution issuing the Letter of Credit. If the proceeds of the Letter of Credit are insufficient to compensate the Town for the costs of completing the work mentioned in this Agreement, the Developer shall promptly on receipt of an invoice pay to the Town the full amount owing as required to complete the work.

Security & Occupancy

43. The Town and Developer agree that Final Occupancy of the proposed building(s), as required in the Building By-law, shall not occur until all conditions above have been met to the satisfaction of the Development Officer and an Occupancy Permit has been issued.

~~44. Notwithstanding Schedule D and E of this Agreement, the Town agrees that the Occupancy Permit may be issued provided the Developer supplies a security deposit in the amount of one hundred and twenty percent (120%) of the estimated cost to complete the required storm water management and landscaping. The security deposit shall comply with the following conditions:~~

- ~~a. security in the form of an automatically renewing, irrevocable letter of credit issued by a chartered bank dispensed to and in favour of Rothesay;~~
- ~~b. Rothesay may use the security to complete the work as set out in Schedule D and E of this Agreement including landscaping or storm water works not completed within a period not exceeding six (6) months from the date of issuance of the Occupancy Permit;~~
- ~~c. all costs exceeding the security necessary to complete the work as set out in Schedule D and E this Agreement shall be reimbursed to Rothesay; and~~
- ~~d. any unused portion of the security shall be returned to the Developer upon certification that the work has been completed and acceptable to the Development Officer.~~

Failure to Comply

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

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

Entire Agreement

46. This Agreement contains the whole agreement between the parties hereto

and supersedes any prior agreement as regards the lands outlined in the plan hereto annexed.

Severability

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

Reasonableness

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

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

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

Witness:

Andrew McKay

Witness:

Rothesay

Nancy E. Grant, Mayor

Mary Jane E. Banks, Clerk

Development Agreement

50 Hampton Road

SCHEDULE A

PID: 00255984



PROPOSED 27 UNIT APARTMENT
50 HAMPTON ROAD, ROTHESAY N.B.



OCT. 2022



SOUTH ELEVATION
FACES ARTHUR MILLER FIELDS DRIVE

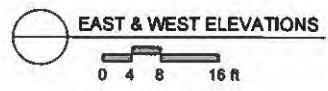
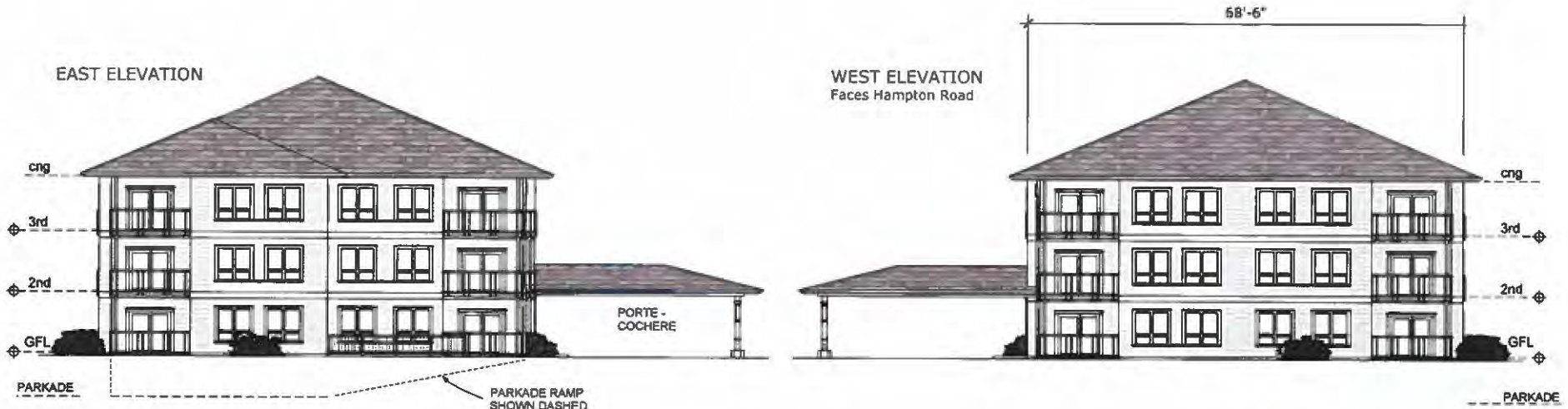
PROPOSED 27 UNIT APARTMENT
50 HAMPTON ROAD, ROTHESAY N.B.



Comeau MacKenzie
ARCHITECTS

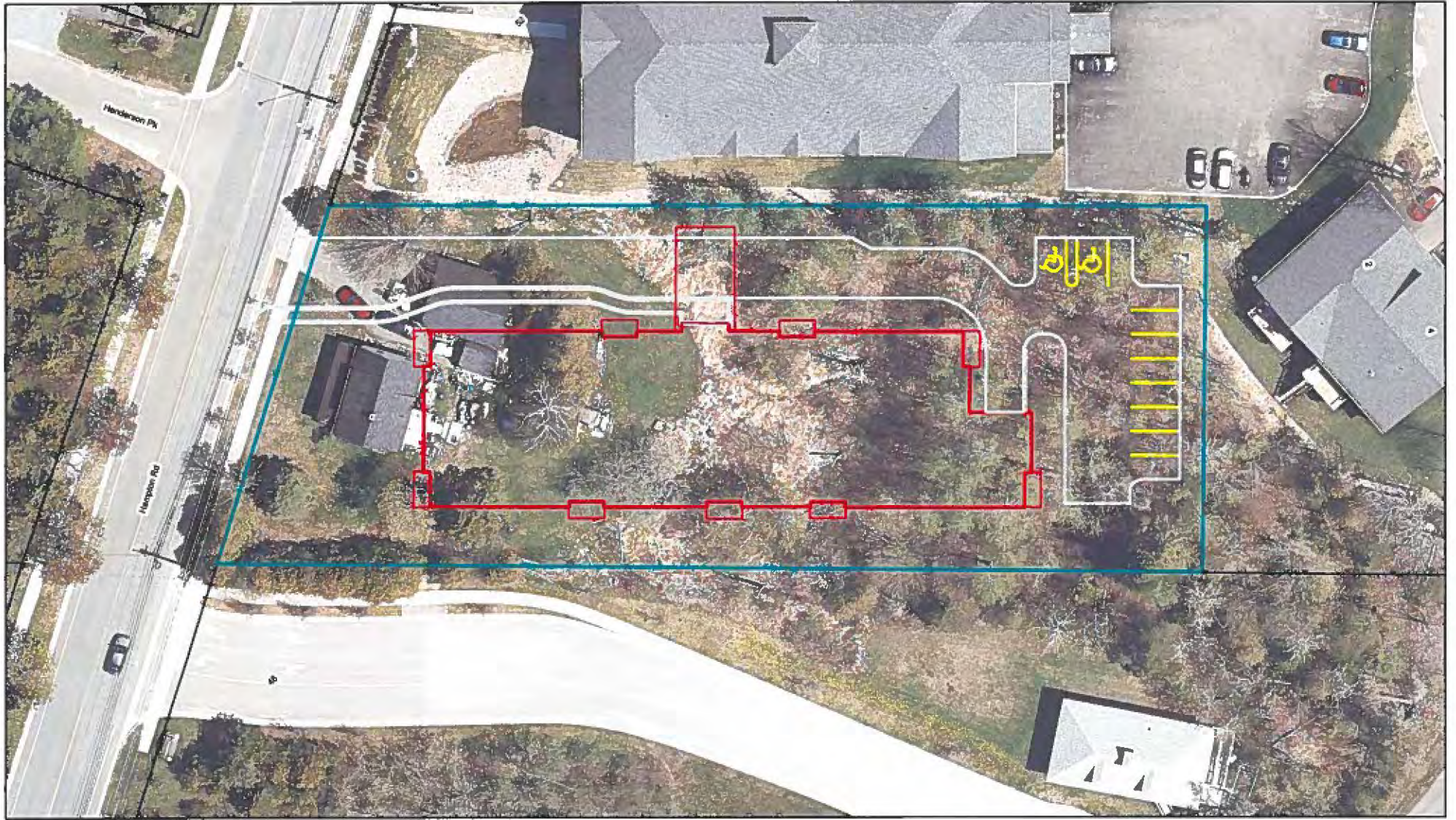


OCT. 2022

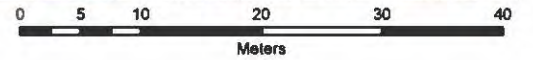


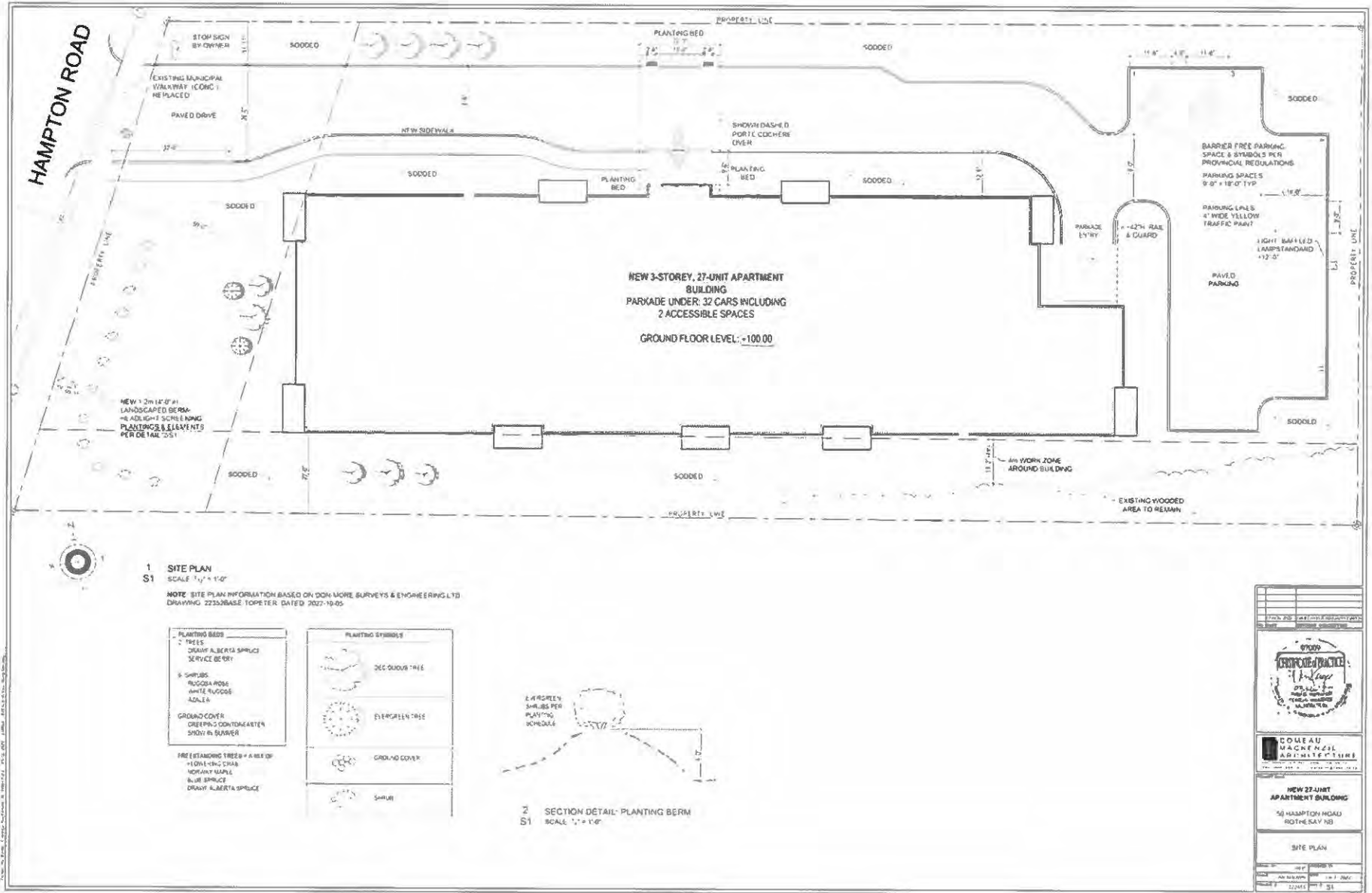
PROPOSED 27 UNIT APARTMENT
50 HAMPTON ROAD, ROTHESAY N.B.





50 Hampton Rd





1 SITE PLAN
S1 SCALE: 1/4" = 1'-0"

NOTE: SITE PLAN INFORMATION BASED ON DON MORE SURVEYS & ENGINEERING LTD. DRAWING: 2235BASE TOPETER DATED: 2022-10-25

PLANTING BEDS	
1	TREES
2	DRYING & BERTS SPRUCE
3	SERVICE BERRY
4	SHRUBS
5	RUGOSA ROSE
6	WHITE FLOODES
7	ADLER
GROUND COVER	
8	CREEPING CONDORAEKTER
9	SHRUB IN BARRIER

PRE-EXISTING TREE = AREA OF 1.0M² KING SHAB, NORWAY MAPLE, BLUE SPRUCE, DRAUGHT & BERTS SPRUCE

PLANTING SYMBOLS	
	DECIDUOUS TREE
	EVERGREEN TREE
	GROUND COVER
	SHRUB



2 SECTION DETAIL - PLANTING BERM
S1 SCALE: 1" = 1'-0"

D. COLEAU M.A.S.T.P. (1998) A.P.S.T.P. (1998) P.E. (1998)
NEW 27-UNIT APARTMENT BUILDING 50 HAMPTON ROAD ROTHE, SASK. S0B
SITE PLAN
DATE: 22/11/23

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

2023 January 16 50 Hampton Rd Hearing FINAL_043



November 30, 2022

Brian White
Town of Rothesay,
70 Hampton Road,
Rothesay, NB E2E 5Y2

VIA E-Mail: BrianWhite@rothesay.ca

Re: 22352ESP1 - 50 Hampton Road - PID 00255984

This property is currently a single family home adjacent to the entrance to the Arthur Miller Fields on the south, and a condominium development on the north.

The applicant would like to rezone the property to allow the creation of a new 27 unit building complete with underground parking. The construction standards and finishes of the new building would be very similar to those of the existing condominium building.

The development would be accessed by a private driveway from Hampton Road.

The new building would be serviced with municipal sanitary and water. A detailed analysis of the existing sanitary and water systems has not been undertaken at this point, but this development would access the new infrastructure installed by the developer as part of the upgrades to allow the two 24 unit buildings adjacent to this development.

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 hydrodynamic separator to provide treatment of water quality.

Storage of stormwater would be provided to offset peak flows to pre-development levels. There are a number of different options that would be assessed relative to on-site storage or detention of stormwater to reduce peak flows to pre development levels. The primary method that would be employed is to create parking lot ponds. This is done through enclosing the site in cast in place curbs, and directing surface runoff to a series of catch basins within the parking lot. Inside the catch basins, the outlet pipes are equipped with Inlet Control Devices (ICD's) which restrict the flow of water from the catch basin. These ICD's are sized to cause ponding of water on the parking area in intense rain events. Ponding is limited to safe depths so as not to cause injury or damage by grading spill over paths from one drainage area into another lower drainage area.

Following the design of the parking lot complete with parking lot ponds, we are likely to still require some attenuation of peak flows. There are two additional measures that would then be assessed. One option is a traditional stormwater management pond similar to what is next door in front of the condominium building. These are typically designed as a shallow swale or pond. These are designed as a dry pond such that in intense rain events water flows into the pond. The pond would be equipped with an outlet from the bottom of the pond but again the

outlet would be sized to reduce the peak flow of water from the pond. This results in the pond retaining water for short periods of time during the intense portions of heavy rain events. Typically these ponds are designed to a depth of about 1.2 meters, but an emergency spillway is provided such that peak depths within the pond can not exceed 900mm. Ponds are typically designed with gentle slopes into the pond to promote the growth of vegetation and allow a natural looking landscaped area.

The third option to be reviewed would be underground storage. This can take the form of preformed storage chambers or rock voids in areas of infill where shot rock has been used in place of fill.

As we proceed through detailed design these various measures would be reviewed and the most appropriate combination of options would be chosen for this site.

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, N.B.S., P.Eng.

Form 43

AFFIDAVIT OF EXECUTION

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

Subscribing Witness:

Address:

Persons Who Executed the Instrument:

Andrew McKay

Place of Execution:

Rothesay, New Brunswick

Date of Execution:

I, the subscribing witness, make oath and say:

1. That I was personally present and saw the attached instrument duly executed by the party specified and that I am the subscribing witness;
2. That the person who executed the instrument is known to me or the person's identity has been proved to my satisfaction;
3. That the instrument was executed at the place and on the date specified above;
4. That at the time of execution of the instrument I was of the full age of sixteen years; and
5. That the person who executed the instrument is, in my belief, of the age of majority.

DECLARED to at town of Rothesay)
 In the County of Kings and)
 and Province of New Brunswick,)
 on the _____)
 day of _____ 2022)

BEFORE ME:)
)
)
 _____)

Commissioner of Oaths

Subscribing Witness

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;
2 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;
3 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;
4 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;
5 That the instrument was executed at the place and on the date specified above;

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

BEFORE ME:

Commissioner of Oaths

MARY JANE E. BANKS



To: Chair and Members of Rothesay Planning Advisory Committee
From: Brian L. White, MCIP, RPP
Director of Planning and Development Services
Date: Thursday, November 03, 2022
Subject: Rezoning 50 Hampton Road – Apartment Building

Applicant:	Andrew McKay	Property Owner:	Glynn Johnston
Mailing Address:	308 Model Farm Road Quispamsis, NB E2G 1L8	Mailing Address:	50 Hampton Road Rothesay, NB E2E 5L2
Property Location:	50 Hampton Road	PID:	00255984
Plan Designation:	High Density Residential	Zone:	R1A – Single Family
Application For:	Rezoning (1 apartment building – 27 units)		
Input from Other Sources:	Operations, KVFD		

RECOMMENDATION

PAC HEREBY removes from the TABLE the rezoning application for 50 Hampton Road.

ORIGIN

On October 3, 2022 the PAC TABLED the rezoning application from Mr. Andrew McKay to develop a three story 27-unit apartment building at 50 Hampton Road pending the receipt of a supplemental staff report containing the following:

1. Polling results;
2. Draft Development Agreement; and
3. Draft Rezoning By-law.

BACKGROUND:

An application from Mr. Andrew McKay to develop a three story 27-unit apartment building at 50 Hampton Road. The subject property has a total area of 4,360.09 square meters (1.1 acres) and is zoned Single Family Residential – Large Serviced Zone [R1A]. The property is also designated for future high density residential land uses.

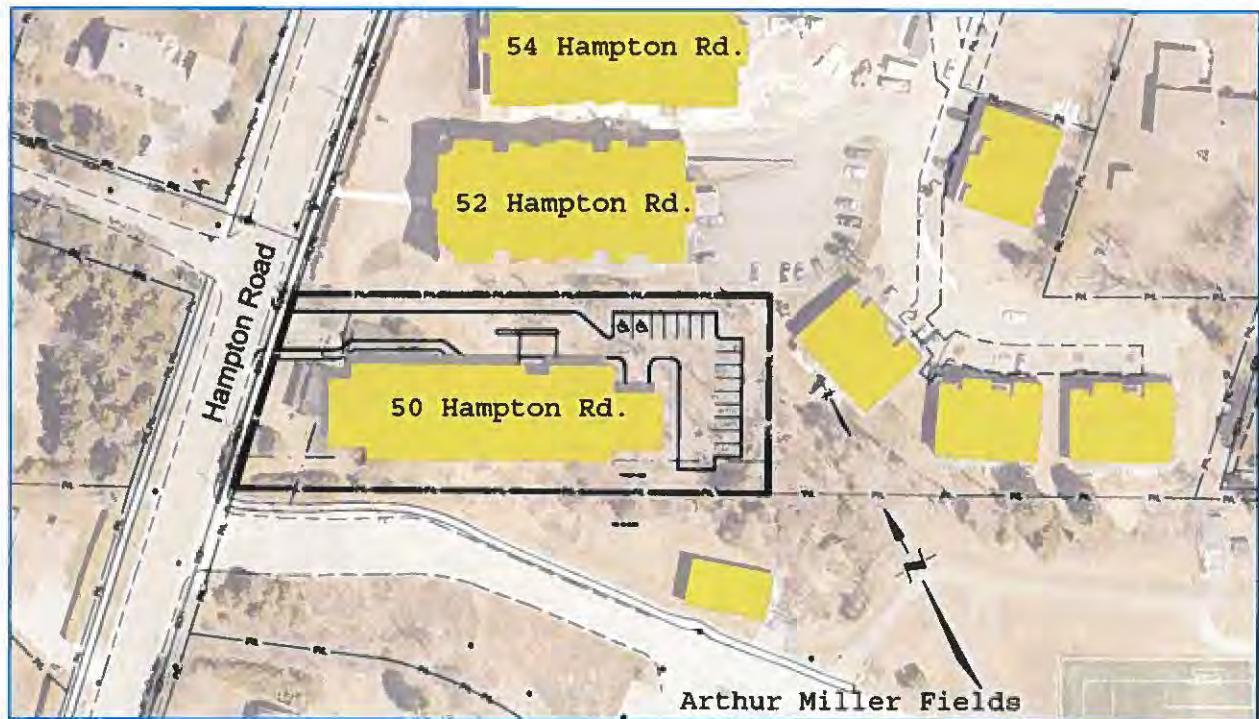


Figure 1 – Site Location (50 Hampton Road)

POLLING PROCESS:

The application is to rezone the subject property to the R-4 Multi-Unit Residential Zone to permit a multi-unit apartment building by development agreement. The typical procedure for a rezoning is that Council receive from PAC a recommendation to hold a Public Hearing and that both the rezoning (by-law amendment) and the development agreement be prepared in advance of the public hearing. PAC recommendation to Council is also influenced by public feedback received through the polling process. Staff conducted the polling of neighbours, prepared the by-law amendment or the development agreement.

Staff received feedback (Attachment A) from 8 residents, the majority of the feedback comes from the residents of the abutting condominium association. Staff reviewed the comments and did find a few common concerns as follows:

1. **Property Values** Some residents are concerned that the introduction of rental housing into the neighbourhood will have a negative impact on the surrounding property values.
2. **Traffic Congestion & Public Safety** Residents comment that more multi-unit development will increase traffic, make the streets more congested and create additional strain on public safety especially for children accessing the Arthur Miller Fields.
3. **Neighbourhood Character** There is a perception among some residents that rental housing will be built from low quality materials or residents may not share similar values. The feeling is that this would undermine the neighbourhood character and property value.
4. **Enough Density** Some residents comment that their neighbourhood may already have its fair share of multi-unit housing and that it is time for developers to look elsewhere.

5. Development Timelines Some residents are concerned, based on personal experiences with the developer, that the construction of the project will not be expeditious, and they will be living with construction activity for an intolerable long period of time.

DRAFT DEVELOPMENT AGREEMENT:

Staff have prepared a development agreement for PAC’s review before proceeding to Council. As PAC will note 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. The development agreement is specific permission for the developer to construct the building as proposed and outlined in the attachments of the agreement. The agreement is largely standardized nevertheless, Staff wish to highlight two areas of agreement as follows:

STREET CROSSING:

Staff have consulted with the Director of Operations and determined that a crosswalk at entrance of the Arthur Miller Sport Fields is necessary. The preliminary concept is to relocate the existing overhead mounted crossover signs at Hampton and Highland Avenue down to the Arthur Miller Field location.



Figure 2 - Existing Overhead Crossover Signs at Hampton and Highland Avenue

Staff have also determined that the developer should contribute toward the cost of the crosswalk. For that reason the development agreement includes the following clause:

The Developer agrees to pay to Rothesay upon receipt of an invoice an amount not exceeding twenty percent (20%) to a maximum amount not exceeding \$10,000.00 of the actual cost incurred and expended by Rothesay for a pedestrian crosswalk signalization at the intersection of Hampton Road and the entrance to Arthur Miller Fields including the poles, controllers, accessories, electrical equipment, paint and appurtenances necessary for the installation and operation of overhead mounted pedestrian crossover signs.



Figure 3 - Proposed cross walk location

AFFORDABLE & ACCESSIBLE UNITS:

To take advantage of the density bonus provisions of Rothesay’s municipal plan the developer must provide any combination of either 10 affordable or accessible apartment units. The draft development agreement includes the following language.

“The Developer agrees that the total number of units shall not exceed twenty-two (22) excepting for the addition of 5 units as per density bonusing provisions requiring a total of 10 units to be designated affordable or meeting the Universal Design Barrier Free as further described herein.

5. The Developer agrees to maintain for a period of twenty (20) years, adjusted by the Consumer Price Index based upon initial occupancy at the first day of building occupancy, no fewer than three (3) affordable rental housing units. The affordable housing units are to be 2 (two) bedroom units constructed with similar finishes for flooring, trim, bathrooms, paint and kitchen cabinets as the market rate housing units, with a Base Monthly Rental Rate at or below 30% of \$69,000 being the Median total income of one-parent economic families for 2020 in Rothesay as stated by Statistic Canada.

6. The Developer agrees to construct seven (7) Universal Design Barrier Free units utilizing Universal Design principles to achieve an accessible barrier-free standard to the satisfaction of the Development Officer in consultation with the Town’s Building Inspector.”

RECOMMENDATIONS:

Staff recommend the Planning Advisory Committee consider the following MOTION(s):

- A. PAC HEREBY recommends that Council schedule a PUBLIC HEARING to consider the application from Mr. Andrew McKay to develop a multi-unit apartment building at 50 Hampton Road.
- B. PAC HEREBY recommends that Council enact BY-LAW 2-10-33 to rezone land located at 50 Hampton Road (PID 00255984) to the Multi- Unit Residential Zone [R4] for a multi-unit apartment building, subject to the execution of a Development Agreement.
- C. PAC HEREBY recommends that Council authorize the Mayor and Clerk to enter into an agreement, to allow for the development a multi-unit apartment building on land located at 50 Hampton Road (PID 00255984).

MOTIONS B and C were tabled



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

Date: Thursday, November 03, 2022

ATTACHMENTS

ATTACHMENT A

Polling Results

ATTACHMENT B

Draft By-Law

ATTACHMENT C

Draft Development Agreement

ATTACHMENT A – POLLING RESULTS

8 Hibbard Lane, Rothesay

Dear Mr. White

This email is in response to the note I received in my mailbox last week concerning the rezoning application to 50 Hampton Road.

We have reached a traffic crisis along Old Hampton Road. Access from too / Hibbard Lane on to Old Hampton Road can take up to ten minutes in both the morning and afternoon during peak periods.

Another twenty–seven cars added to the already overburdened road will create further gridlock.

I would like to go on record as being opposed to rezoning at this time.

Respectfully Submitted

8 Hibbard Lane

4 Balmoral Blvd, Rothesay, NB

While this rezoning application for 50 Hampton Road stems from the result of normal, urban growth and development I see this specific build location as an impending Public Safety concern, both during and post construction.

Inevitable and necessary growth is required however to erect such a structure immediately adjacent to a well utilized Public Venue (Arthur Miller Fields) will be dangerous to both pedestrian and vehicle traffic. The sidewalks and areas around this site are in constant use by students, athletes, parent’s, fitness enthusiasts and visitors to Kennedy Steele Park and to have construction and disruption over an estimated four-year period would be unacceptable.

I cannot support this application on what information was provided in the resident’s letter and I need to fully review Rothesay’s infrastructure Safety Plan for crosswalks, lights, turning lanes etc.

I truly hope the term “High Density Residential Land Use” does not trump “Public Safety”.

7 Balmoral Boulevard, Rothesay

Dear Mr White

I bought a garden home, 7 Balmoral Blvd, 2 1/2 years ago. This complex is still a building site, a long way from completion. I strongly urge the Planning Advisory Committee to refuse any further applications from Mr. Andrew McKay until he has completed unfinished projects.

10 Balmoral Boulevard, Rothesay

Hello there,

My wife and I live at 10 Balmoral Blvd and have received notification of rezoning application for 50 Hampton Road.

Below are thoughts for your consideration (broken into 2 areas: 1 rezoning process; 2 permitting process).

- I. Concerns with rezoning that can be addressed through the approval process
 - a) Entrance/ exit to the property: any chance this can be moved to access road to the Arthur Miller Park instead of directly on Hampton Road?
 - b) Buffer between 52-54 Hampton Road/ Balmoral Blvd property (Known as Central Park: common Condominium property which 58 owners reside on) as housing for both areas is different (owners versus renters). Buffer could include a berm, trees, or classy fence (not galvanized chain linked please)
 - c) Globally there is the potential of having 85 residences between Hillcrest and entrance to Arthur Miller field (~5 acres) not including the recently approved apartment complex for ~30 units (Exhibit B in red which may easily morph into 60 units) that will have an entrance on Hillcrest. To make this a walkable community, consideration should be given to increase available sidewalks on Hampton Road and lighted crosswalks between Hillcrest and Grove Ave on Hampton Road (Exhibit A: proposed build in red, sidewalk in blue and crosswalk in black) along with additional sidewalks (currently curbing doesn't exist) on Hillcrest (Exhibit B. Approve building on Highland and entrance on Hillcrest in red, proposed sidewalk in blue)
 - d) No lighting exists in parking lot and access road for Arthur Miller field, can a couple of light standards be added as this area is pitch black at night. With added evening traffic, this becomes an important consideration for the developer and his tenants at night.

Exhibit A

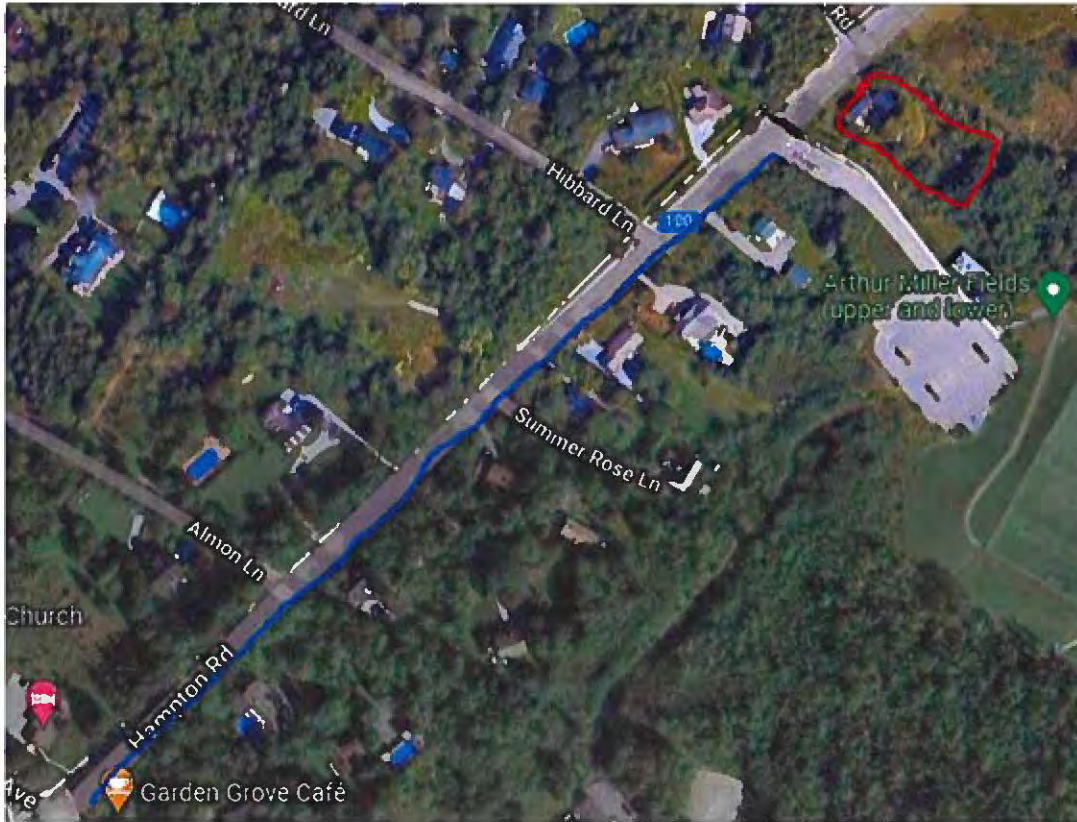


Exhibit B



2. Concerns with approval that can be addressed through the approval process
 - a) Traffic management of developer to not inhibit traffic on Hampton Road or access into Arthur Miller field including laydown of materials and equipment during construction period.

- b) Be expeditious from ground-breaking to full completion (12 months?); too many highly visible projects seem to drag on for inexplicable reasons and become an eyesore in our beautiful area in very high traffic areas.
- c) Request developer do a complete exterior cleaning of polled resident's buildings spring and fall as digging and construction vehicles create tremendous dust that gets onto sidings and windows.
- d) Request developer to report quarterly in written format to polled residents on what the development has been completed and what will be happening in the quarter.
- e) Require developer to post a performance bond to deliver project in a timeframe and quality as agreed upon between town and developer.

If the above items can be addressed, the residents at 10 Balmoral BLVD take a neutral stance with the proposal.

Thank you!

52 Hampton Road, Unit 307, Rothesay

We are strongly opposed to this Apartment Building Development.

Our Condo Development could be a great community for seniors and all ages.

We were unaware that the town of Rothesay was going to make a quiet bedroom community in the heart of Rothesay, a suburban retreat for all ages into the next Milledgeville Ave of Saint John, with Apartment Buildings lining Old Hampton Rd.

The Town of Rothesay is approving new apartment buildings construction so fast that they need to take a step back and think about how things will look in a few years upon completion not just the revenue dollars.

If this is what the vision of the Town of Rothesay, is then perhaps they need to rewrite the town description from a "suburban retreat for all ages community" to "come live in the hustle and bustle of a busy not so much suburban retreat for all ages".

Again, can you imagine what it will look like in a couple of years from now when all these apartment buildings are completed? In the end you will have 4 major high-density buildings all sitting very close to each other in the heart of Rothesay plus the apartment buildings on the other side of the traffic light on the old Hampton Rd.

The town of Rothesay already had approved a couple of apartment complexes in this area with one sent back to the re design phase on Highland Ave/ Hillcrest Dr, a 40-unit apartment building and 2 single family dwellings. This parcel of land with the two homes makes it very apparent that the land has been divided to place a second large apartment in the future.

That would make 5 high density buildings all within spitting distance of each other.

What sort of message does that send to people who like us have purchased our home and Condo in this area of Rothesay?

Rothesay needs to ask itself what it wants to be, a beautiful bedroom community where people come to raise their families and retire or a high-density apartment housing community. Where people will eventually move to another more desirable community like Quispamsis to raise their families and retire. What Rothesay needs badly are more retirement communities with townhouses like those off Belair, Chapel Hill or the new proposed development in Quispamsis off the Pettingill Rd.

Our property values will go down as we are condos owners. Apartment buildings will drive down our property values. As property owners we pay property taxes and have pride in our homes.

The building lot is not very wide and will only allow so much room for the apartment building placement and will not allow for adequate distance from the condo building on 52 Hampton Rd. We do not need a big city feel in a town such as Rothesay.

If the town of Rothesay is determined to make the old Hampton Rd the next Millidgeville Ave of Saint John with apartment buildings lining the road then we request the trees that currently border the property to be left, and additional large quality trees be planted to provide privacy.

This needs to be in writing and a proper timeline needs to be in place for the construction beginning to completion so that our lives are disrupted as little as possible.

54 Hampton Road, Rothesay

I am a resident of 54 Hampton Road, located on the 2nd floor level parallel to Hillcrest Drive. I have lived in the Kennebecasis valley since 1982, previously owning homes on Saunders Drive in Quispamsis and Beach Drive, Rothesay. I moved to the Condominiums in June of 2022, having recently retired.

CONCERNS

Volume of traffic along Hampton Road, actual speed of vehicles (versus posted limits) and number of exit and egress roads.

1. There is already a high level of traffic along Hampton Road the addition of another apartment complex will only add to the existing problem.
2. The nearby Rothesay High school has an uncontrolled amount of scooters and motorized bikes in use by the students,
3. The strip of road between Highland Avenue and Grove Ave. is currently treated as a speedway with posted speeds ignored.
4. There is presently a single car driveway at 50 Hampton Road, which will have future use to accommodate more vehicles from the proposed apartment complex. Don't know if there is an allowance for underground parking. The projected amount of vehicles could be as many as fifty.
5. The new apartment building driveway would be directly opposite Henderson Park Road, which would create a high risk for accidents. I would not recommend an alternative location.
6. Addition of traffic lights at Grove Ave. is a necessity but will introduce more congestion problems by slowing the traffic flow, particularly during peak times.
7. Addition of new commercial building at Hampton Road/Iona intersection. Impact of additional traffic is undetermined at this time but will add to present volume. Similarly with the new Hampton Road medical facility currently under construction.

CONDOMINIUMS VERSUS APARTMENTS.

8. Unreasonable combination of owned condos versus rented apartments. Should be owned only, in this location, to prevent unfair competition. Rents are typically less for apartments – newer bldg., same amenities, less cost, would create more difficulties in the resale market for condos.
9. It does, however, depend on the quality of the rentals. If one is more upgraded and offers more amenities than the other, then it will be priced accordingly.

CONTRACTOR'S PERFORMANCE.

10. The same Contractor is the current constructor of the apartment complex on 309 Hampton Road, a project which has been plagued by delays.
11. Contractor currently not complying with finishing Condos at 52 and 54 Hampton Road, garden homes on Balmoral Blvd. etc., suggesting that the Contractor has been overextended in his capability to finish projects (schedule and cost).

Other

12. A better alternative would be approximately (eight) owner occupied garden homes which would be more conducive to the overall appearance with the units currently situated on Balmoral Boulevard. Usage of existing road to/from Arthur Miller fields could be feasible.
13. Similarities between Hampton Road and Rothesay Avenue in Saint John. Biggest difference is Hampton Road is mixed commercial/residential.
14. Obstructed view of condos on 52 Hampton Road. Were the current Condo residents made aware of the Contractor's proposal? Contractor should be helping to prevent this issue not be the initiator. Similarity with 52 & 54 Hampton Road.
15. Architect's rendering is misleading, picturing the proposed apartment complex in a park-like setting. There will be very little green space except for a narrow strip of grass bordering the complex, enclosed by an evergreen hedge. Please refer to present conditions at existing Condos and entrance to Arthur Miller fields.
16. There is an associated noise impact with the increased traffic which is not conducive to residential areas. Quality of life impacted to residents.

RECOMMENDATIONS

17. Do not give planning permission for any additional multi storied buildings along Hampton Road. The amount of these types of dwellings is destroying the overall image of Rothesay. Green spaces, treed areas are rapidly disappearing.
18. There is a need to enforce traffic speed control, introduce cameras at crosswalk and traffic lights in particular. Use of solar powered speed indicator signs (similar to ones at Quispamsis Elementary school) would be an improvement.
19. Avoid any future access to Hampton Road by new projects.
20. There are presently other undeveloped properties along Hampton Road which should be included in this and further opportunities to avoid over usage of existing infrastructure.

Regards,
54 Hampton Road, Suite #202

November 2, 2022

Brian L. White,
Director of Planning and Development Services,
Town of Rothesay,
70 Hampton Road,
Rothesay, N.B.



Dear Mr. White;

This letter is to express my concern regarding the application from Mr. Andrew McKay to develop a 3 storey 27 unit apartment building at 50 Hampton Road.

The information letter of October 18th is entitled "Rezoning Application". Over the last 5 years there have been a number of rezoning applications along the area of Hampton Road from Rosedale Lane along to the Arthur Miller Fields. This has resulted in a marked landscape change along that stretch of road. It would seem that this area of Rothesay is becoming high density with 3-4 storey buildings that have very little green space around them. What is the proposed plan for the future to preserve a variety of housing with treed lots in this area?

The increased traffic of this development will add to the already present difficulty of turning left from our Lane onto Hampton Road. Cars come over the brow of the hill to the left of the Lane at 50 K (or more) and when traffic is backed up, it is impossible to see approaching traffic from the right. The brow of the hill also reduces the line of sight for the soccer field users. This can be especially challenging when the high school traffic is added to the mix with both vehicles and pedestrians using the soccer field entrance.

My final concern is that the amount of storm water flowing along Hampton Road will be increased due to yet another paved space. The changing rain patterns with cloudbursts as well as the reduced areas to "soak up" the rain have resulted in a heavier flow of water down the road which often comes across the entrance of Hibbard Lane and onto my land. My family deliberately did not develop that land and left it as treed as possible to reduce the intensity of rain hitting the ground and allowing the water to be "soaked up". Recent years have increased that storm water amount flooding my land. How does the Town plan to cope with the increased storm water flow which can't all be controlled by the site storm drain system?

The location of high-density housing within walking distance of amenities is only one aspect of development. It needs to be balanced with other types of housing so that we don't end up with "strip mall apartment buildings".

Yours respectfully,

[REDACTED]
5 Hibbard Lane, Rothesay, N.B.

[REDACTED]
3 Summer Rose Lane
ROTHESAY, NB E2E 5Z1

November 2, 2022

Brian L. White, MCIP, RPP
Director of Planning and Development Services
Town of Rothesay

Re: Proposed 27-unit apartment building at 50 Hampton Road

Dear Sir:

In response to your letter of October 18, 2022, concerning the above-referenced development, I am opposed to it going forward at this time.

I understand that such developments are consistent with the current zoning of 50 Hampton Road. The Town's desire to transform the entire section of Hampton Road, from the intersection with the Gondola Point Road to the intersection with Marr Road, into a street lined with low rise walk-up apartment buildings and strip malls in order to increase the tax base mystifies me, especially when there is plenty of other undeveloped land in the municipality. That horse has left the barn.

Aesthetically, the building depicted in the artist's drawing is lovely. However, as you know, the finished product often looks far less appealing than the preliminary idyllic renderings.

My primary concern is the effect of another high-density building with its only access for at least 27 additional vehicles being to Hampton Road. I have read the Englobe Traffic Study dated September 1, 2022, submitted by the proponent, which concludes that the proposed development will have a "negligible" impact on the flow of traffic along Hampton Road. The fact is, according to a traffic study submitted by another entity that proposed to construct a similarly sized building along the same stretch of roadway earlier this year, that at the hours when most residents of Rothesay need to use Hampton Road, the section between Rothesay Corner and Marr Road is already at capacity. I strongly suggest that the current proposal not be considered in isolation and that any other pertinent traffic studies you have on hand should be reviewed before any decision is made. I also suggest that the responsible approach would be for the Town to commission its own traffic study from a consultant who is truly independent - in the sense that it has not been retained by a proponent who has a financial interest in obtaining a study that minimizes the impact of the proposed project on the traffic situation.

The fact is that the intersection of Hampton Road and Marr Road does not work efficiently at the morning and evening rush hours, Saturday mornings and, recently, Sunday mornings. It has been a problem since I moved to Rothesay in the early 1980s and there has been no improvement for over 40 years. The main issue seems to be the inadequacy of the highway east of Marr Road. It cannot handle current traffic volumes. As the Hampton Road west of Marr Road becomes increasingly commercialized and lined with apartment buildings, it too will become inadequate.

My lane enters Hampton Road between Almon Lane and Hibbard Lane. At 6:00 at night or on a Saturday morning, it can take up to three green lights at Marr Road for me to get from my lane through that intersection travelling east. Hampton Road is not an arterial highway - it serves almost exclusively local traffic. I recognize that when nobody needs to use Hampton Road, traffic is very light and moves freely. But the purpose of roads is to provide a means for getting from place to place when necessary. For most working people, when necessary is between 7:00 a.m. and 9:00 a.m. and between 4:00 p.m. and 7:00 p.m. They do not have an option.

I appreciate the fact that current town planning philosophy is to have the sidewalks along Hampton Road packed with happy shoppers scurrying along with their daily groceries at all times of year. This will not happen. Even in the most moderate of weather, it is rare to see anyone with a shopping bag on a Hampton Road sidewalk.

I oppose any new high-density projects on the stretch of Rothesay Road between Grove Avenue and Marr Road until the Hampton Road/Marr Road issue is resolved. Until that happens, every new development is going to exacerbate a problem that only those of us who live along Hampton Road can understand.

Sincerely,



Addendum November 1, 2022

20 Hibbard Lane
Rothesay, NB
E2E 5M4

November 1st 2022

Planning Advisory Committee
70 Hampton Road
Rothesay, NB
E2E 5L5

Dear Brian White and the Planning Advisory Committee

Regarding the proposal for a 3-story apartment building on 50 Hampton Road.

My neighbours have expressed opposition regarding this proposed development. I share several of these concerns. When I moved to this area it was exclusively single dwelling-houses, and in recent years we have seen a shift to not only medium density but also high-density developments.

I do however recognize the benefits of high-density developments for the town, our residents, and the environment. I support high density housing projects, but only if the infrastructure to support this density is completed in tandem. The problem with the location for such density on 50 Hampton Road is that this is a site of frequent jaywalking, compounded with that fact that Hampton Road has a blind crest at this location. Although there is a crosswalk on Hampton at Highland, it does not change pedestrian behaviour / flow through the area. The proposed building will only compound the problem of jaywalking in the immediate area. A pedestrian/traffic study need not be completed; I would invite any curious parties to pull up a lawn chair near 50 Hampton at 2pm on a weekday to see the issue for themselves.

I would tentatively support the development only if the following 2 requirements are met:

- 1) Completion of a sidewalk on the southeast side of Hampton Road between the proposed development at 50 Hampton Road and Grove Avenue.
- 2) Crosswalk near 50 Hampton Road either above or below the crest of the hill to allow pedestrian visibility.

Sincerely,



To: Chair and Members of Rothesay Planning Advisory Committee
From: Brian L. White, MCIP, RPP
Director of Planning and Development Services
Date: Wednesday, September 28, 2022
Subject: Rezoning 50 Hampton Road – Apartment Building

Applicant:	Andrew McKay	Property Owner:	Glynn Johnston
Mailing Address:	308 Model Farm Road Quispamsis, NB E2G 1L8	Mailing Address:	50 Hampton Road Rothesay, NB E2E 5L2
Property Location:	50 Hampton Road	PID:	00255984
Plan Designation:	High Density Residential	Zone:	R1A – Single Family
Application For:	Rezoning (1 apartment building – 27 units)		
Input from Other Sources:	Operations, KVFD		

ORIGIN:

An application from Mr. Andrew McKay to develop a three story 27-unit apartment building at 50 Hampton Road. The subject property has a total area of 4,360.09 square meters (1.1 acres) and is zoned Single Family Residential – Large Serviced Zone [R1A]. The property is also designated for future high density residential land uses.

The subject land abuts the “Central Park” condominium development off Hillcrest Avenue and the parking lot of the Arthur Miller Turf Sport Fields. The property also fronts on Hampton Road a provincially designated highway (Route 100) which is generally considered to be Rothesay’s “main street”.



Figure 1 – Site Location (50 Hampton Road)

AMENDMENT (REZONING) PROCESS:

The application is to rezone the subject property to the R-4 Multi-Unit Residential Zone to permit a multi-unit apartment building by development agreement. The typical procedure for a rezoning is that Council receive from PAC a recommendation to hold a Public Hearing and that both the rezoning (by-law amendment) and the development agreement be prepared in advance of the public hearing. PAC recommendation to Council is also influenced by public feedback received through the polling process. Staff have not yet conducted the polling of neighbours, prepared the by-law amendment or the development agreement.

In general, Staff support the redevelopment of the property (50 Hampton Road) for higher density residential and note the added population to the area will support the existing churches, schools and businesses in area. Staff also note that this form of higher density is increasingly the preferred housing option for an ageing population and smaller household sizes. For these reasons Staff believe the proposed location is well suited to this form of housing.

BACKGROUND

The property is currently zoned single family residential (R1A) and designated for HIGH DENSITY residential uses. The designation of High Density residential means that Council can consider zoning the property to the High Density residential (R4) zone.



Figure 2 – Municipal Plan Designation High Density Residential – Property Outlined



Figure 3 - Site Plan Proposed Apartment Building

The Municipal Plan has designated high-density residential areas near commercial uses, and arterial and/or collector streets. The primary rationale to locate high-density residential land uses in these areas is to promote pedestrian connectivity and convenient access to services for residents.



Figure 4 - Rendering of Proposed Apartment Building

DEVELOPMENT AGREEMENT:

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

Implementation Policy IM-13	Staff Review
A. That the proposal is not premature or inappropriate by reason of:	
1) The financial capability of Rothesay to absorb any costs relating to the development;	Rothesay does not anticipate any costs to born by the Town directly related to this development.
2) The adequacy of municipal wastewater facilities, storm water systems or water distribution systems;	Staff believe that the municipal infrastructure is adequate for the proposed development.
3) The proximity of the proposed development to schools, recreation or other municipal facilities and the capability of these services to satisfy any additional demands;	Staff believe the community and municipal facilities are adequate for the proposed development.
4) The adequacy of road networks leading to or within the development; and	<p>The building has direct access to Hampton Road and the developer submitted a traffic impact statement that notes low traffic volumes that will be generated by the proposed development will have a negligible impact on the flow of traffic along Hampton Road.</p> <p>Staff are however, concerned that while the proposed site has good pedestrian accessibility, there will be an increasing desire for residents to cross the Hampton Road to walk to the services at or near the Rothesay Common. Staff are reviewing potential solutions and cost allocations that may attributed to the developer.</p>
5) The potential for damage or destruction of designated historic buildings and sites.	There are no historic buildings or sites identified within the project’s vicinity.
B. that controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:	The high-density residential use at this location represents a “book end” for high density land uses in the area.
1. Type of use;	The multi-unit residential building is located along Hampton Road a major transportation corridor and provides a good mid-rise residential project which is compatible with the surrounding residential properties.

<p>2. Height, bulk and lot coverage of any proposed building;</p>	<p>Staff believe the building is appropriate to the location. The peaked roof architecture and 3 story height of the building combined with the volume and lot coverage would not conflict with nearby land uses.</p>
<p>3. Traffic generation, access to and egress from the site, and parking; open storage; and</p>	<p>Staff are satisfied with the site plan and access to the public road. The proposed access spacing from Henderson Park Road and the Arthur Miller Fields access follows or exceeds the TAC minimum requirements and will not impact traffic operations along Hampton Road.</p>
<p>4. Signage.</p>	<p>No commercial signage is requested.</p>
<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.</p>	<p>The site is suitable for development and will be subject to geotechnical approval during the building permit approval process,</p>

KENNEBECASIS VALLEY FIRE DEPARTMENT:

KV Fire Department reviewed the application site plan and have no initial concerns, noting that the site plan shows good overall access. The Department did have questions regarding municipal fire hydrant flow rate and location is for that area. Staff are reviewing question to determine if a new hydrant would need to be installed.

POLLING:

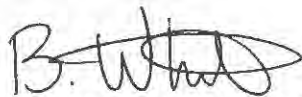
Staff will prepare a polling notification letter to be sent to surrounding property owners.

RECOMMENDATION:

Staff recommend the Planning Advisory Committee consider the following MOTION:

PAC HEREBY tables the rezoning application for a multi-unit apartment building located at 50 Hampton Road pending the receipt of a supplemental staff report containing the following:

1. Polling results;
2. Draft Development Agreement; and
3. Draft Rezoning By-law.



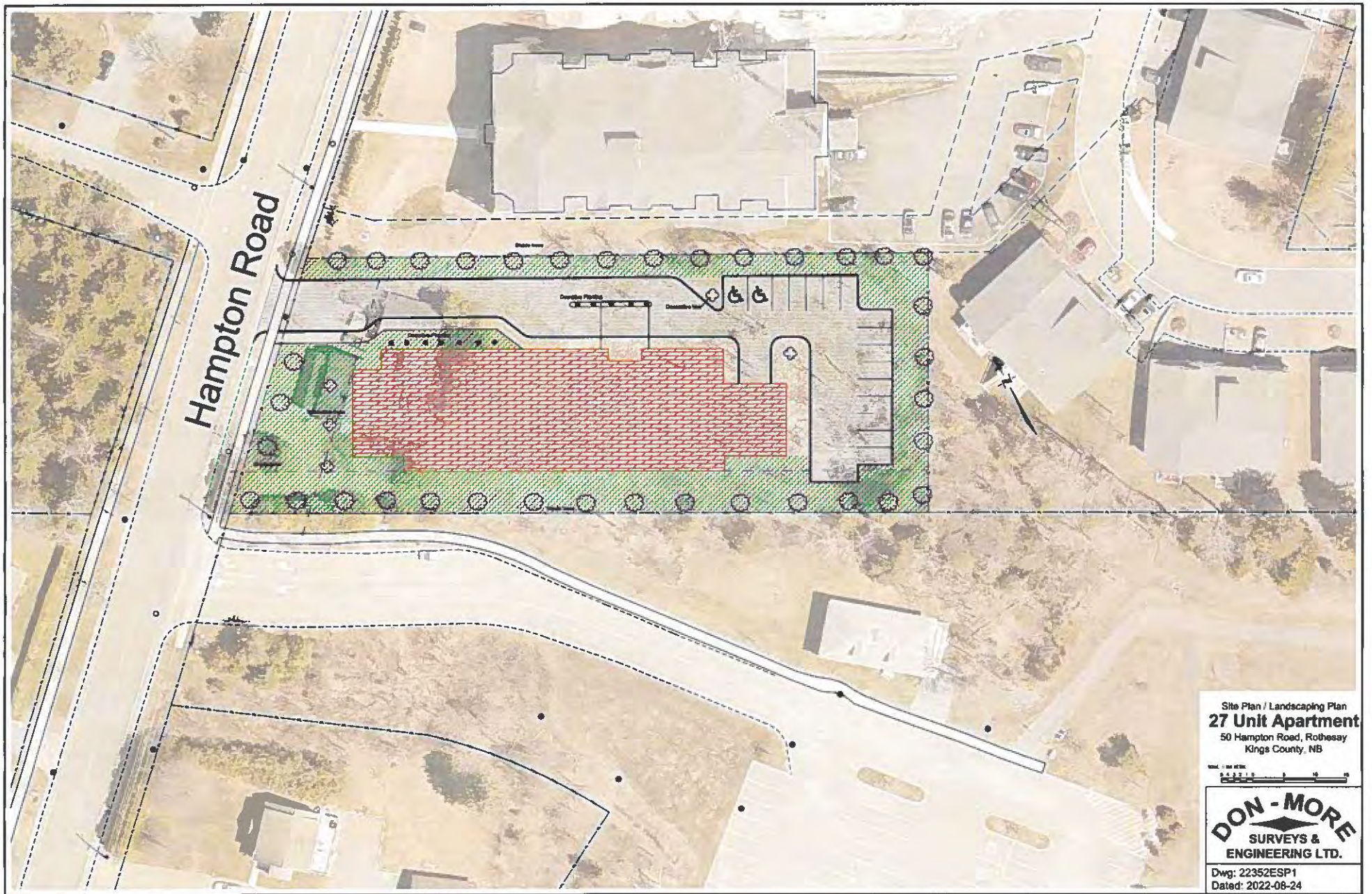
Report Prepared by: Brian L. White, MCIP, RPP

Date: Wednesday, September 28, 2022

ATTACHMENTS

Attachment A Application Submission & Traffic Impact Statement



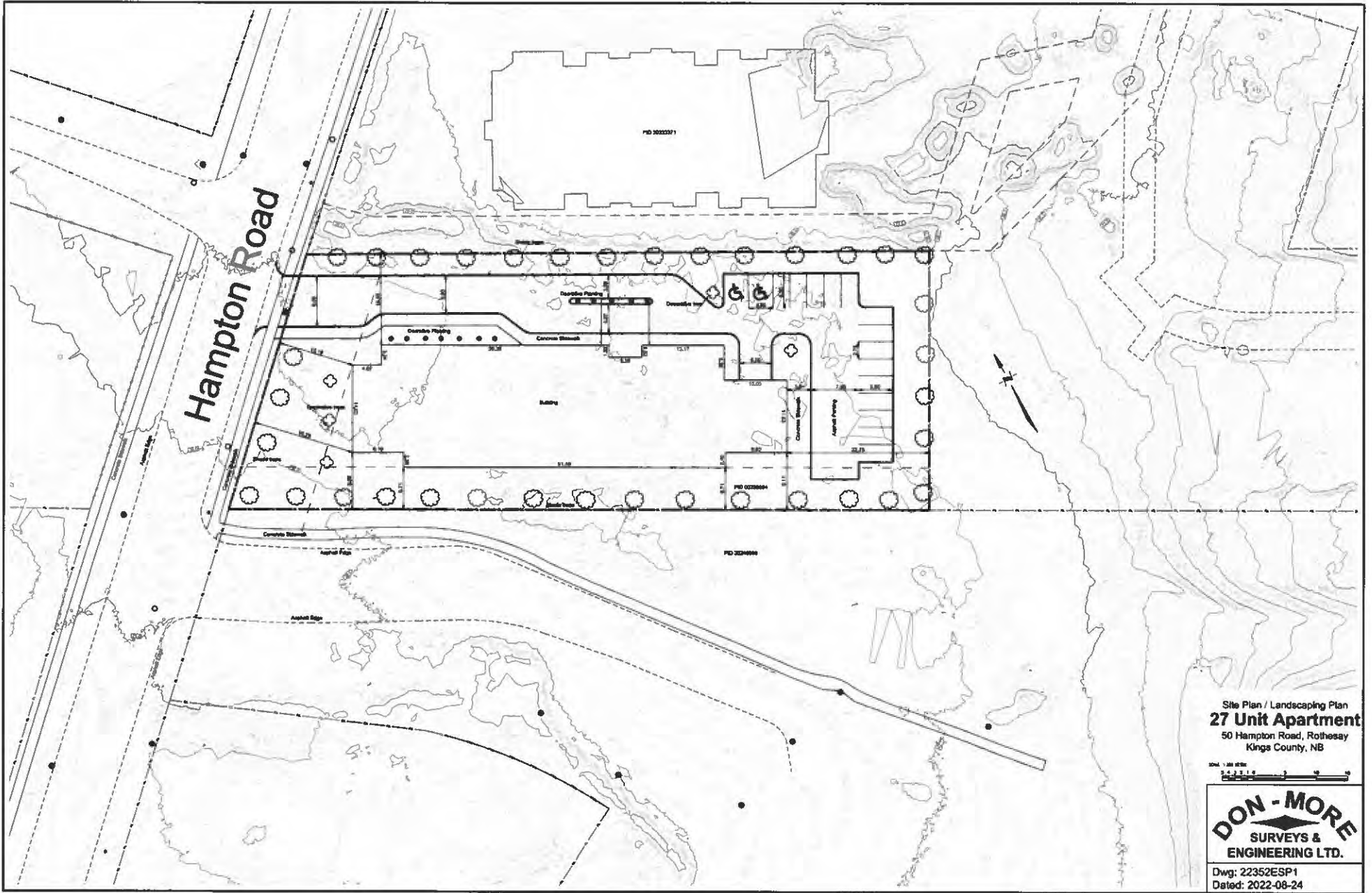


Site Plan / Landscaping Plan
27 Unit Apartment
50 Hampton Road, Rothesay
Kings County, NB



DON - MORE
SURVEYS &
ENGINEERING LTD.

Dwg: 22352ESP1
Dated: 2022-08-24



Site Plan / Landscaping Plan
27 Unit Apartment
50 Hampton Road, Rothesay
Kings County, NB

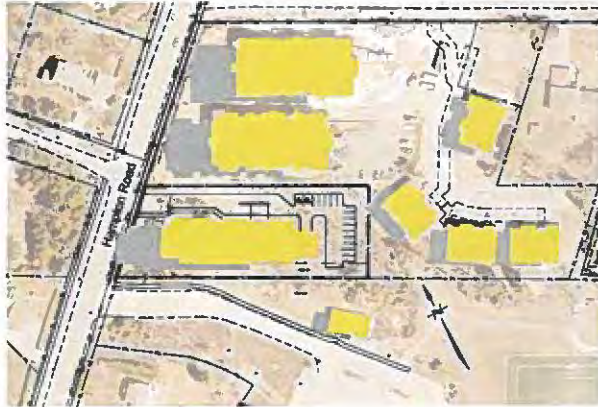


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SURVEYS &
ENGINEERING LTD.

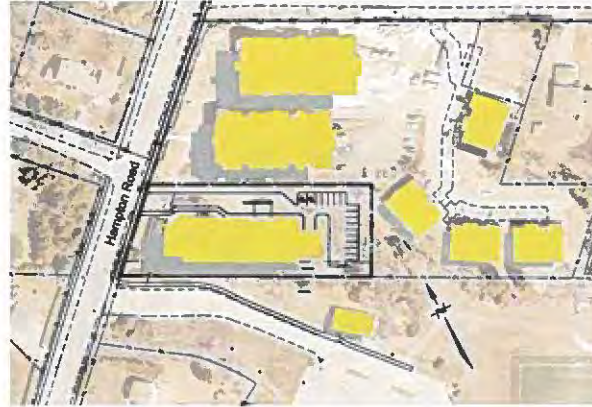
Dwg: 22352ESP1
Dated: 2022-08-24

2023January16 50 HamptonRd Hearing FINAL_071

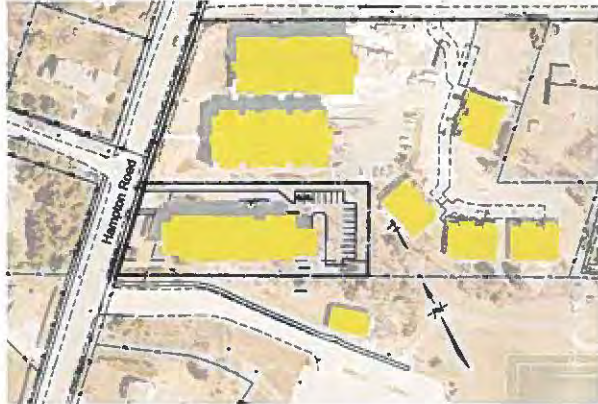
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September 21
8:00



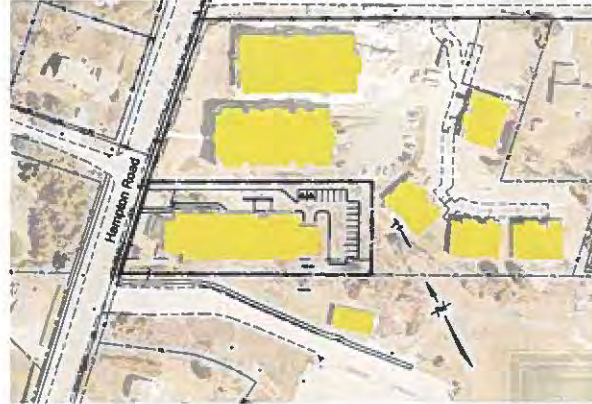
June 21 - 8:00



March 21
September 21
12:00



June 21 - 12:00



March 21
September 21
16:00



June 21 - 16:00



Shadow Study
27 Unit Apartment
50 Hampton Road, Rothesay
Kings County, NB



DON - MORE
SURVEYS &
ENGINEERING LTD.

Dwg: 22352ESP1
Dated: 2022-09-20

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

2023 January 16 50 Hampton Rd Hearing FINAL 072



August 25, 2022

Brian White
Town of Rothesay,
70 Hampton Road,
Rothesay, NB E2E 5Y2

VIA E-Mail BrianWhite@rothesay.ca

Re: 22352ESP1 - 50 Hampton Road - PID 00255984

This property is currently a single family home adjacent to the entrance to the Arthur Miller Fields on the south, and a condominium development on the north.

The applicant would like to rezone the property to allow the creation of a new 27 unit building complete with underground parking. The construction standards and finishes of the new building would be very similar to those of the existing condominium building.

The development would be accessed by a private driveway from Hampton Road.

The new building would be serviced with municipal sanitary and water. A detailed analysis of the existing sanitary and water systems has not been undertaken at this point, but this development would access the new infrastructure installed by the developer as part of the upgrades to allow the two 24 unit buildings adjacent to this development.

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 hydrodynamic separator to provide treatment of water quality. Storage of stormwater would be provided to offset peak flows to pre-development levels.

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.



September 1, 2022

Andrew McKay
380 Model Farm Road
Quispamsis, NB, E2G 1L8

Subject: Traffic Impact Study for 50 Hampton Road
Englobe reference: 02207894.000

Englobe Corp. was retained to prepare a Traffic Impact Study for the development of a new 27-unit apartment building at 50 Hampton Road in Rothesay, NB. The site plan for the development is included in Appendix A. The scope of work for this TIS included estimating the traffic generated by the development, assessing the impact of this traffic on Hampton Road, reviewing pedestrian access into the development, and assessing the proposed access location. The study area is illustrated in Figure 1.

Figure 1: Study Area



2028 was used as the analysis year for this study to provide a 5-year horizon past construction in 2023.

1 Road Characteristics

The proposed access will connect the development to Hampton Road. Hampton Road is a 2-lane collector roadway with a posted speed limit of 50 km/h in the area of the development. The roadway is generally straight and level and features sidewalk and bike lanes on both sides of the roadway near the proposed access driveway.

2 Traffic Data

Traffic data previously collected at the intersections of Hampton Road/Hillcrest Drive (2016) and Hampton Road/Highland Avenue (2021) were used to determine background traffic volumes on Hampton Road near the proposed access. The 2021 data were adjusted for traffic effects of COVID-19 at the time and balanced with the 2016 data. An annual growth factor of 1% was applied to grow the 2016 and 2021 data to the anticipated 2028 volumes. These anticipated 2028 traffic volumes are illustrated in Figure 2.

Figure 2: 2028 Background Traffic Volumes



3 Development Trip Generation and Impact Assessment

Development traffic was estimated using the ITE Trip Generation Manual 10th Edition (via ITE TripGen Web-Based App). The proposed development classifies as Multifamily Housing - Mid-Rise (ITE #221).

Table 1 summarizes the trips that would be anticipated entering/exiting the development during the AM peak period, PM peak period, and daily.

Table 1: Traffic Generation for the Proposed Development

Development	# of Dwellings	AM Peak			PM Peak			Daily		
		In	Out	Total	In	Out	Total	In	Out	Total
Multifamily Housing (Mid-Rise) (ITE 221)	27	2	7	9	8	5	13	73	73	146

These development traffic volumes were added to the network based on the proportion of traffic flow entering/exiting Hillcrest Drive from the 2016 traffic count, which also leads to a predominantly residential area. Figure 3 shows the development traffic volumes (turning movements) alongside the anticipated 2028 background volumes (thru movements).

Figure 3: 2028 Traffic Volumes with Development



The low traffic volumes that will be generated by the proposed development will have a negligible impact on the flow of traffic along Hampton Road. The level of service at the proposed access driveway will be comparable to, or better than, that of the intersection of Hampton Road/Hillcrest Drive, which notably has minor road stop control and no added turn lanes. Hampton Road also has sufficient capacity to handle the daily volumes that will be added by the proposed development.

4 Pedestrian Access Review

Hampton Road has sidewalk on both sides near the proposed development, and the proposed site plan (Appendix A) shows sidewalk connecting the main entrance and parking lot of the development to the existing sidewalk infrastructure. There are no pedestrian destinations immediately across from the proposed development, and the existing crosswalks at Highland Avenue (to the north) and Church Avenue (to the south) provide reasonable crossing opportunities towards the most likely pedestrian destinations that would require crossing Hampton Road in each direction. In summary, **the proposed site has good pedestrian accessibility and we would not recommend any additional measures be implemented.**

5 Access Driveway Review

Our team reviewed the location of the proposed access driveway against the locations of Henderson Park Road and the Arthur Miller Fields access.

5.1 Henderson Park Road

The slight offset along Hampton Road between the proposed access location and Henderson Park Road can create turning conflicts that are not ideal for traffic operation; however, the Geometric Design Guide for Canadian Roads, published by the Transportation Association of Canada (TAC) states that “if one or both of the driveways are low volume, [the spatial relationship between driveways on opposite sides of the road] does not impact traffic operations.” In this case both the proposed access driveway and Henderson Park Road, which is functionally a laneway to 4 single-detached homes, have low traffic volumes and, therefore, their spacing does not impact traffic operations according to TAC. Further, “thru movements” between Henderson Park Road and the proposed access would be extremely infrequent, which limits some of the traffic conflicts that can occur with offset accesses.

5.2 Arthur Miller Fields Access

The space between the Arthur Miller Fields Access and the proposed access driveway is approximately 29 m. TAC recommends a minimum spacing of 1.0 to 3.0 m between driveways depending on the type of access on collector roads, which this proposed layout will substantially exceed.

6 Summary

In summary, this TIS found that:

- The low traffic volumes that will be generated by the proposed development will have a negligible impact on the flow of traffic along Hampton Road;
- The proposed site has good pedestrian accessibility and we would not recommend any additional measures be implemented; and
- The proposed access spacing from Henderson Park Road and the Arthur Miller Fields access follow or exceed TAC minimum requirements and will not impact traffic operations along Hampton Road.

If you have any questions about the analysis contained in this report, please feel free to contact us.

Yours very truly,

Englobe Corp.



Andrew Northmore, Ph.D., P.Eng., RSP1
Transportation Engineer



Jill DeMerchant, M.Eng., P.Eng.
Traffic Engineer | Project Manager



APPENDICES

Appendix A Site Plan

Revisions and publications log

REVISION No.	DATE	DESCRIPTION
0A	September 1, 2022	Preliminary version published for comments
1A	September 1, 2022	Final Version

Distribution

1 original + 1 copy + 1 PDF copy

Mr. Andrew McKay

Property and Confidentiality

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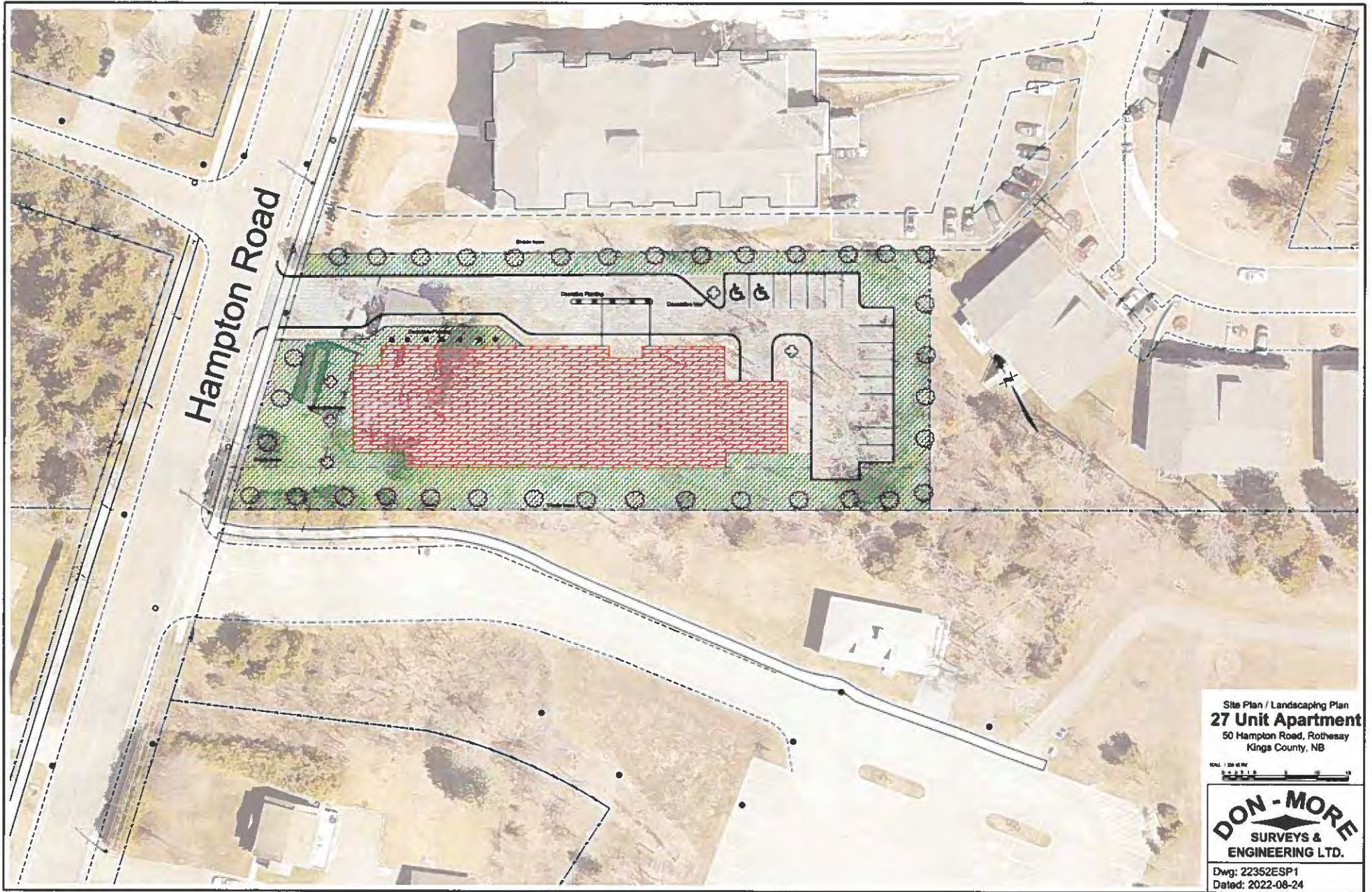
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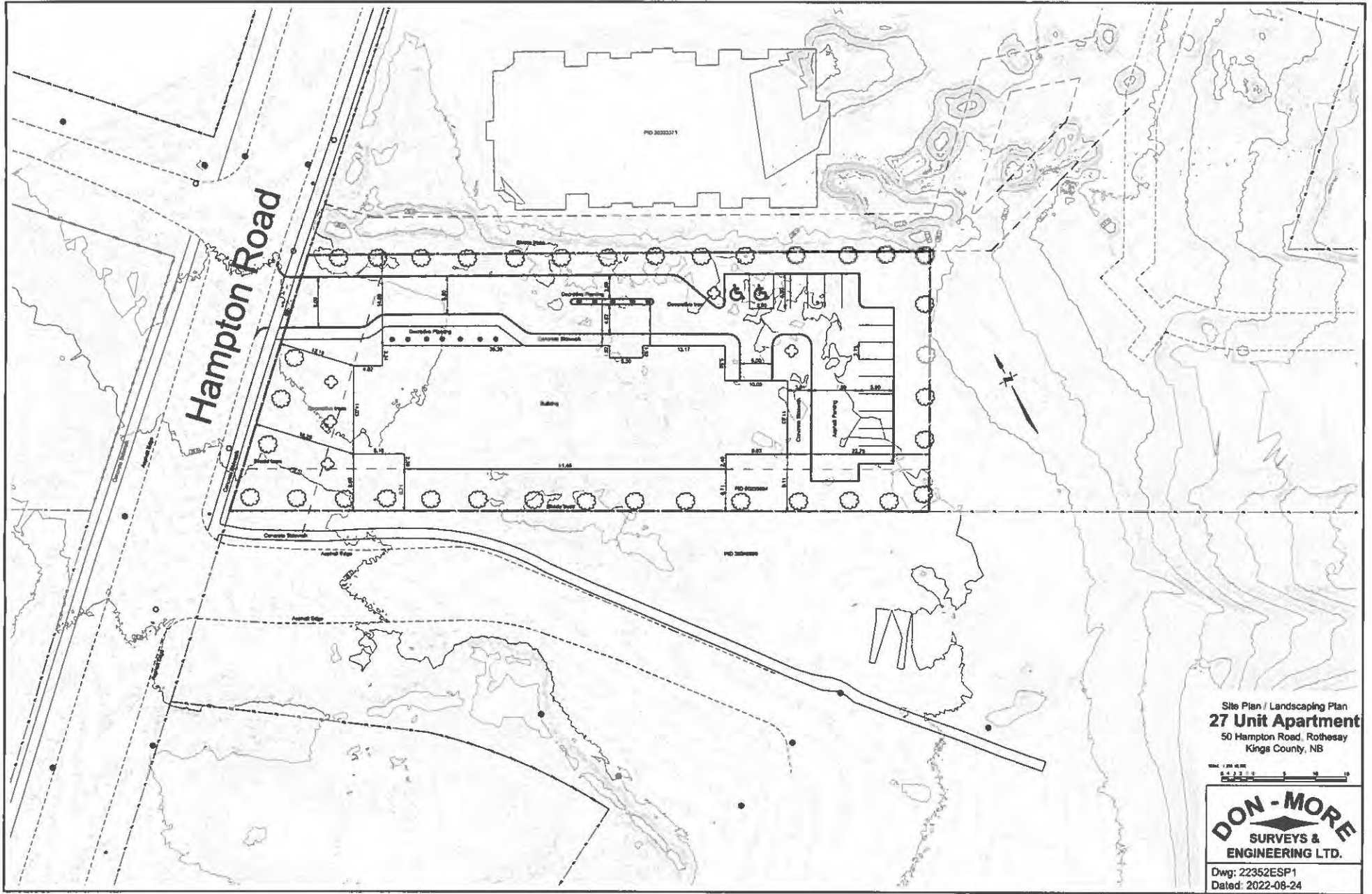
If tests have been carried out, the results of these tests are valid only for the sample described in this report.

Englobe Corp.'s subcontractors who have carried out on-site or laboratory work are duly assessed according to the purchase procedure of our quality system. For further information, please contact your project manager."

Appendix A Site Plan







Site Plan / Landscaping Plan
27 Unit Apartment
50 Hampton Road, Rothesay
Kings County, NB



DON - MORE
SURVEYS &
ENGINEERING LTD.

Dwg: 22352ESP1
Dated: 2022-08-24

**PUBLIC HEARING
50 HAMPTON ROAD
STAFF PRESENTATION**

Staff Support Rezoning of 50 Hampton Road

2023 January 16 50 Hampton Rd Hearing FINAL_083

- Background
- Mr. Andrew McKay (not AE McKay Builders) to develop a three story 27-unit apartment building at 50 Hampton Road.
 - Property area 4,360 square meters (1.1 acres)
 - Zoned Single Family Residential – Large Serviced Zone
 - Designated for **High Density Residential** land uses.

The subject land abuts the “Central Park” condominium development off Hillcrest Avenue and the parking lot of the Arthur Miller Turf Sport Fields. The property also fronts on Hampton Road (Route 100) which is generally considered to be Rothesay’s “main street”.

2023 January 16 50 Hampton Rd Hearing FINAL_084



05/06/2020

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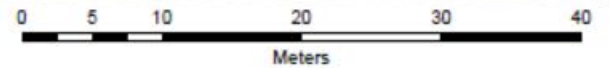
HAMPTON ROAD

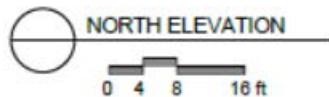
50ft

PROPOSED APARTMENT BLDG.



50 Hampton Rd



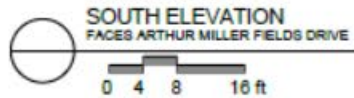


PROPOSED 27 UNIT APARTMENT
50 HAMPTON ROAD, ROTHESAY N.B.



OCT. 2022

1. Colours (to closely emulate Central Park):
 - Exterior walls: Dove grey faux shakes
 - Floor banding: 12" wide x white
 - Windows: White
2. No stone except porte-cochere columns
3. Roof: Dark grey, shingles
4. Balcony rail and balusters: White

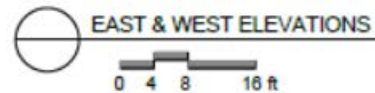
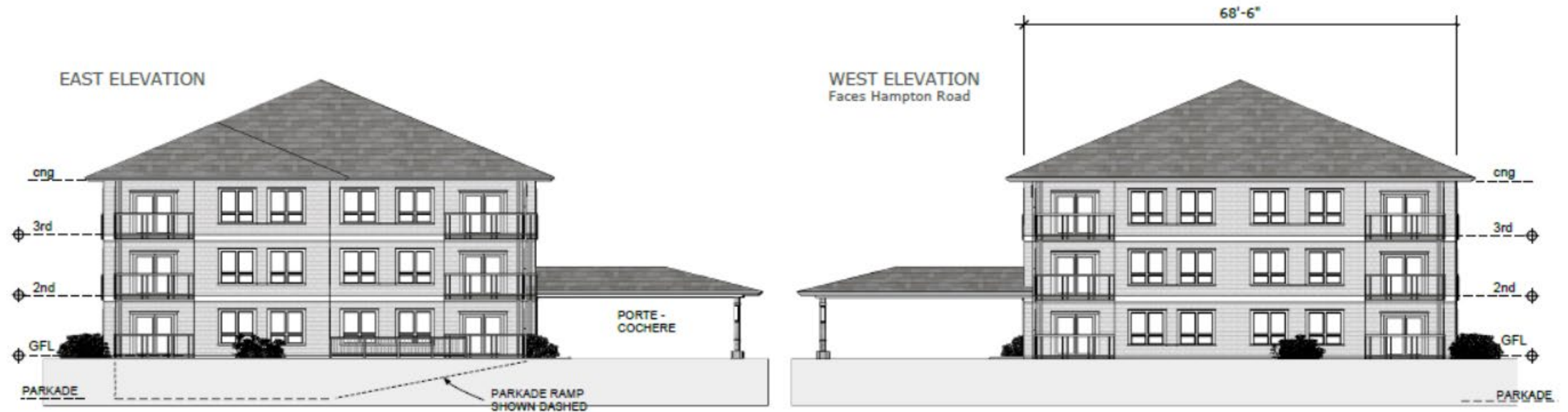


PROPOSED 27 UNIT APARTMENT
50 HAMPTON ROAD, ROTHESAY N.B.



OCT. 2022

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PROPOSED 27 UNIT APARTMENT
50 HAMPTON ROAD, ROTHESAY N.B.



OCT. 2022

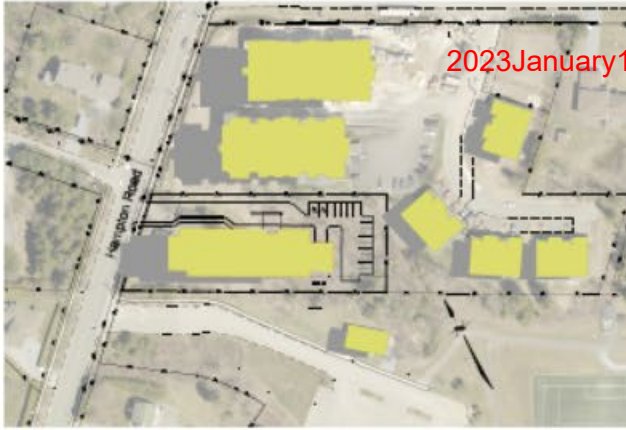
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3. Roof: Dark grey, shingles
4. Balcony rail and balusters: White

2023January16 50 HamptonRd Hearing FINAL_089

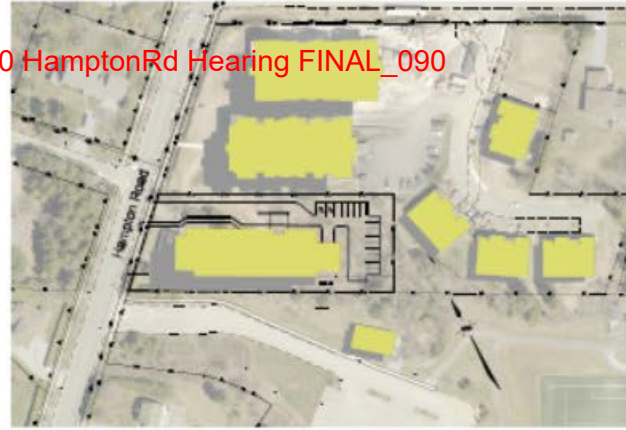


2023 January 16 50 Hampton Rd Hearing FINAL_090

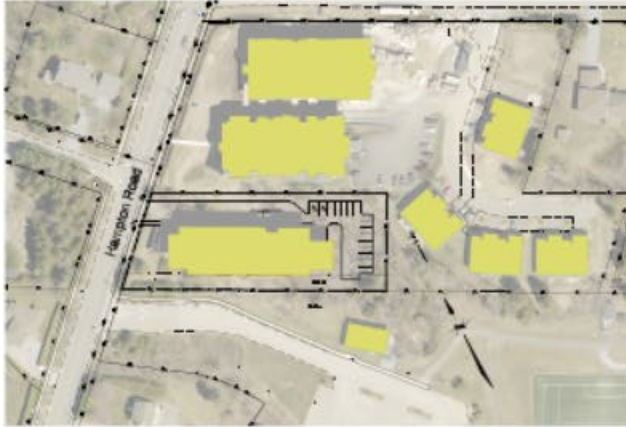
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September 21
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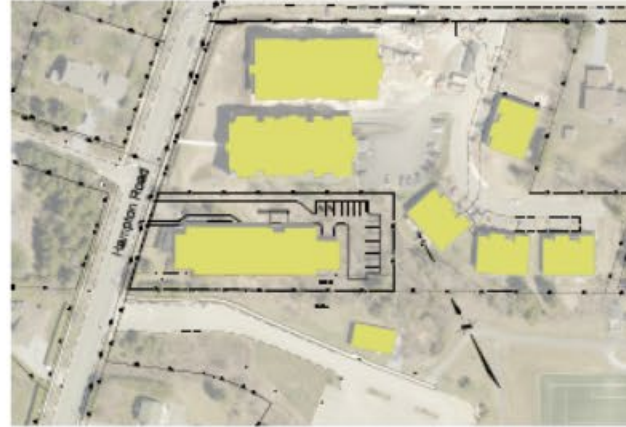
June 21 - 8:00



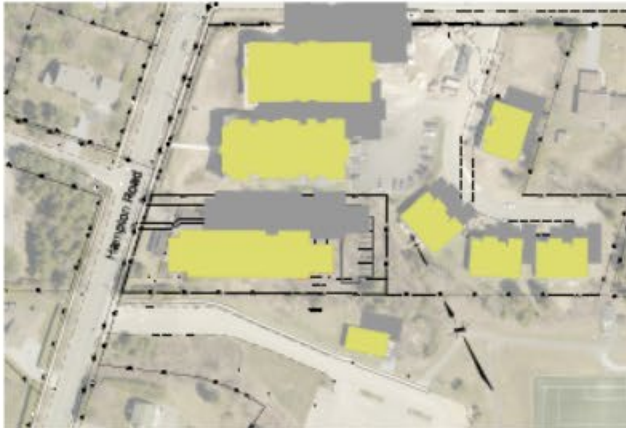
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September 21
12:00



June 21 - 12:00



March 21
September 21
16:00



June 21 - 16:00



Shadow Study
27 Unit Apartment
50 Hampton Road, Rutherford
Kings County, NJ



DON - MORE
SURVEYS &
ENGINEERING LTD.

Dwg: 22352ESP1
Dated: 2022-09-20

HAMPTON ROAD

PROPERTY LINE

STOP SIGN BY OWNER

EXISTING MUNICIPAL WALKWAY: (CONC.) REPLACED

PAVED DRIVE

32'-0"

11'-11"

26'-0"

18'-0"

NEW SIDEWALK

SODDED

2023 January 16 50 Hampton Rd Hearing FINAL_091

PLANTING BED

22'-0"

2'-6" 13'-0" 2'-6"

SODDED

SHOWN DASHED: PORTE COCHÈRE OVER

PLANTING BED

PLANTING BED

SODDED

SODDED

50'-0"

PROPERTY LINE

NEW 3-STOREY, 27-UNIT APARTMENT BUILDING

PARKADE UNDER: 32 CARS INCLUDING 2 ACCESSIBLE SPACES

GROUND FLOOR LEVEL: +100.00

NEW 1.2m (4'-0")H. LANDSCAPED BERM/ HEADLIGHT SCREENING PLANTINGS & ELEMENTS PER DETAIL '2/S1'

SODDED

22'-0"

SODDED

PROPERTY LINE

1
S1

SITE PLAN

SCALE: $\frac{3}{32}'' = 1'-0''$

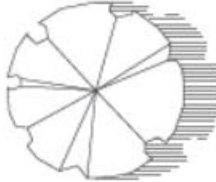
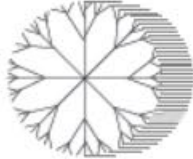


2023January16 50 HamptonRd Hearing FINAL_092

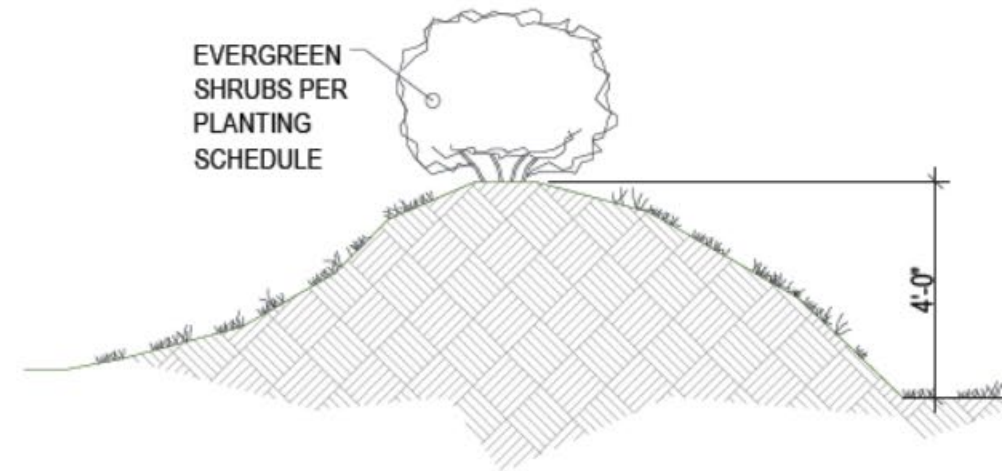
NOTE: SITE PLAN INFORMATION BASED ON DON-MORE SURVEYS & ENGINEERING LTD.
DRAWING: 22352BASE-TOPETER, DATED: 2022-10-05

PLANTING BEDS:
2- TREES: <ul style="list-style-type: none">· DRAWF ALBERTA SPRUCE· SERVICE BERRY
6- SHRUBS: <ul style="list-style-type: none">· RUGOSA ROSE· WHITE RUGOSE· AZALEA
GROUND COVER: <ul style="list-style-type: none">· CREEPING CONTONEASTER· SNOW-IN-SUMMER

FREESTANDING TREES = A MIX OF:

- FLOWERING CRAB
- NORWAY MAPLE
- BLUE SPRUCE
- DRAWF ALBERTA SPRUCE

PLANTING SYMBOLS:
 DECIDUOUS TREE
 EVERGREEN TREE
 GROUND COVER
 SHRUB



2
S1

SECTION DETAIL: PLANTING BERM

SCALE: $\frac{3}{8}'' = 1'-0''$

TRAFFIC STUDY¹ – Summary Points

- traffic volumes generated by the development will have a **negligible impact on the flow of traffic along Hampton Road**;
- good pedestrian accessibility and we would not recommend any additional measures be implemented; and
- spacing of the driveway from Henderson Park Road and the Arthur Miller Fields access meets Transportation Association of Canada (TAC) minimum requirements and **will not impact traffic operations along Hampton Road**.

¹ Englobe Traffic Impact Study for 50 Hampton Road, September 1, 2022 by Andrew Northmore, Ph.D., P.Eng., Transportation Engineer

Density Bonus

- The total number of units shall not exceed 22 excepting for the addition of 5 units as per density bonusing provisions requiring a total of 10 units to be designated affordable or meeting the Universal Design Barrier Free
 - 3 Affordable Rental Housing Units; and
 - 7 Universal Design Barrier Free units

18 NB-100

Rothesay, New Brunswick

Google

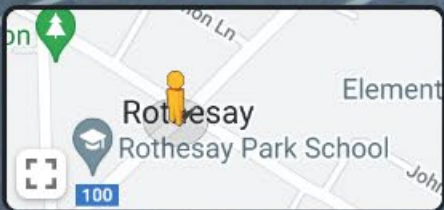
Street View - Nov 2021

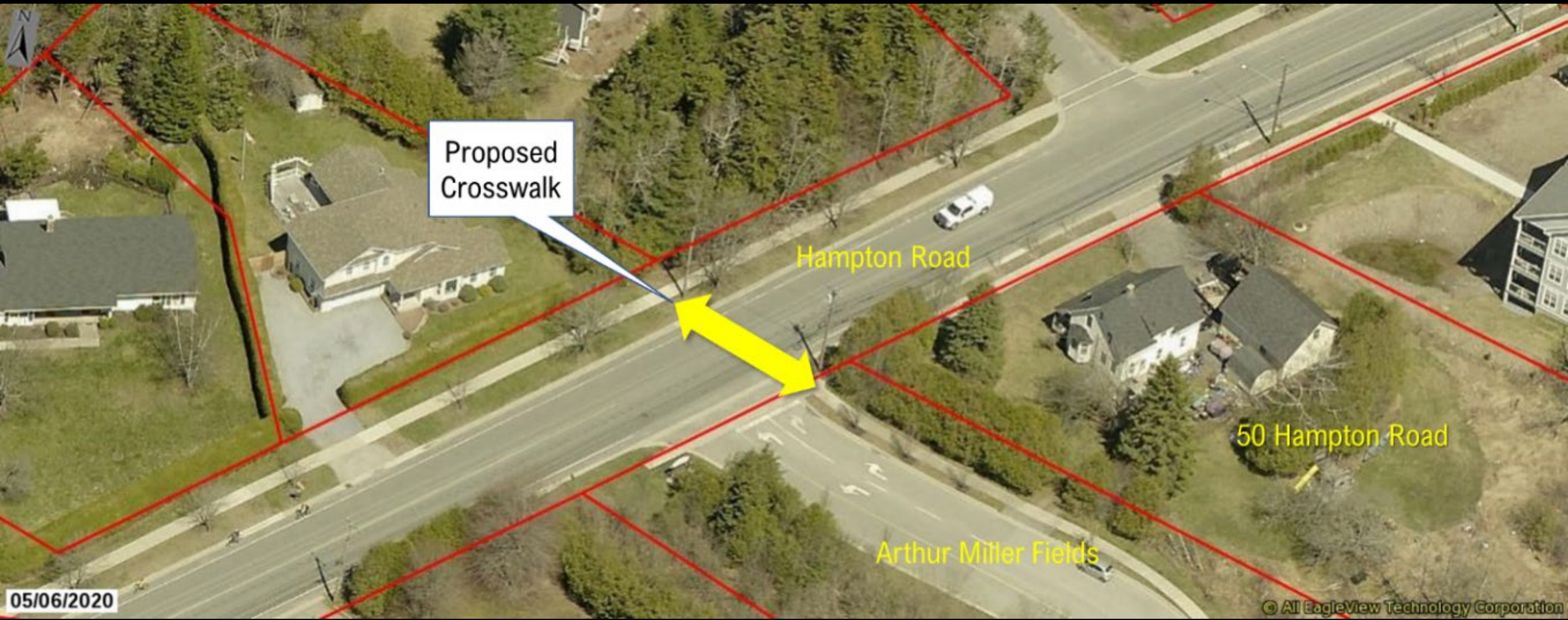
2023January16 50 HamptonRd Hearing FINAL_095

Hampton Road

Grove Avenue

Google





Proposed
Crosswalk

Hampton Road

50 Hampton Road

Arthur Miller Fields

05/06/2020

POLLING CONCERNS to PAC

- A. **Property Values** - the introduction of rental housing into the neighbourhood will have a negative impact on the surrounding property values.
- B. **Traffic Congestion & Public Safety** - multi-unit development will increase traffic, more congested and reduce public safety especially for children accessing the Arthur Miller Fields.
- C. **Neighbourhood Character** - rental housing will be built from low quality materials or residents may not share similar values and undermine neighbourhood character and property value.
- D. **Enough Density** - the neighbourhood may already have its fair share of multi-unit housing and that it is time for developers to look elsewhere.

At the November 7th, 2022 meeting PAC TABLED the rezoning application pending a staff report to address public concern that the project would be completed in a timely manner.

2023 January 16 50 Hampton Rd Hearing FINAL_099

PAC REVISED DEVELOPMENT AGREEMENT

Changes from the previous draft agreement (November 2022 PAC) as follows:

- A. Project must start within 36 months;
- B. Once started the project must be completed within 24 months;
and
- C. No occupancy will be permitted unless the project is complete.

2023January16 50 HamptonRd Hearing FINAL_100

From:
To: [Rothesay Info](#)
Subject: Rezoning 50 Hampton Road
Date: January 5, 2023 10:40:15 AM

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

To: Town Council

I am writing to object to the rezoning of 50 Hampton Road. To allow people to move to an area under the pretense of low density housing, collect their taxes over the years, and then change the zoning to high density housing overnight is deceitful and unfair. To force people to live beside or near a high density development is a slap in the face to homeowners, making their homes less desirable on the market and lowering their quality of life. To allow this construction would diminish trust in the town, erode the sense of community, and display apathy towards the residents of Rothesay.

Hibbard Lane
Rothesay NB

Summer Rose Lane
Rothesay, NB E2E 5Z1

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

January 9, 2023

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

Dear Sir:

Re: Proposed Rezoning of 50 Hampton Road to Permit Construction of 3 Story Walk-Up Apartment Building

In response to your letter of December 13, 2022 concerning the above, I am opposed to the rezoning.

The Town's apparent desire to transform the entire section of Hampton Road from the intersection with the Gondola Point Road to the intersection with Marr Road into a street lined with low rise walk-up apartment buildings and strip malls is difficult to understand, especially when there is plenty of other undeveloped land in the municipality.

Aesthetically, the building depicted in the artist's drawing is attractive. However, as you know, the finished product often looks far less appealing than the preliminary idyllic renderings.

Those of us who have acquired property along Hampton Road between Rothesay Corner and Town Hall and have invested in those properties over the years have done so in the faith that the land was zoned single family residential (R1a). Had we been given fair notice of long-range aspirations of those who do not live in the neighbourhood to change the entire character of the neighbourhood, I, for one, would have made different investment decisions.

My immediate concern with the proposed rezoning is the detrimental effect of another high-density building with the only access for at least 27 additional motor vehicles being to Hampton Road. I have read the Englobe Traffic Study dated September 1, 2022 submitted by the proponent which concludes that the proposed development will have a negligible impact on the flow of traffic along Hampton Road. The fact is that at the hours when most residents of Rothesay need to use Hampton Road, the section between Rothesay Corner and Marr Road is already at capacity according to a traffic study submitted by another entity that has proposed to construct a similarly sized building along the same stretch of roadway earlier this year.

The intersection of Hampton Road and Marr Road does not work efficiently at the morning and evening rush hours, Saturday mornings and, recently, Sunday mornings. It has been a problem since I moved to Rothesay in the early 1980s and there has been no improvement for over 40 years. The main issue seems to be the inadequacy of the highway east of Marr Road. It cannot handle current traffic volumes. As the Hampton Road west of Marr Road becomes increasingly commercialized and lined with apartment buildings, it too will become inadequate. This issue has existed for years and the Town has been unwilling or unable to address it effectively.

Hampton Road is not an arterial highway, it serves almost exclusively local traffic. I recognize that when nobody needs to use Hampton Road, traffic is very light and moves freely. But the purpose

of roads is to provide a means for getting from place to place when necessary. For most working people, when necessary is between 7:00 AM and 9:00 AM and between 4:00 PM and 7:00 PM.

My lane enters Hampton Road from the southeast side between Almon Lane and Hibbard Lane. At 6:00 at night or on a Saturday morning, it can take up to 3 green lights at Marr Road for me to get from my lane through that intersection travelling east. Furthermore, entering Hampton Road from any property the southeast side to travel west in the direction of Rothesay Corner between 8:00 and 8:45 AM often depends on the kindness other drivers since traffic is frequently backed up bumper-to-bumper to the Town Hall.

Furthermore, the affected portion of Hampton Road is not currently pedestrian-friendly. There is no sidewalk on the southeast side of the road and no crosswalks at all between Grove Avenue and the proposed location of a 27-unit apartment building. Hampton Road has high vehicular traffic density, particularly in the mornings, evenings and weekends and pedestrian crossing is already challenging at those times.

The current proposal should not be considered in isolation. Any other pertinent traffic studies you have on hand should be reviewed before any decision is made. It should not be incumbent on those of us who will be affected by the proposed rezoning to underwrite the cost of our own traffic surveys. The responsible approach would be for the Town to commission its own traffic study from a consultant that is truly independent in the sense that it has not been retained by a proponent who has a financial interest in obtaining a study that minimizes the impact of the proposed project on the traffic situation.

I appreciate the fact that current town planning philosophy is to have the sidewalks along Hampton Road packed with happy shoppers scurrying along with their daily groceries at all times of year. This will not happen. Even in the most moderate of weather, it is rare to see anyone with a shopping bag on a Hampton Road sidewalk. For the foreseeable future, people in our area will drive to go shopping. That is precisely why strip malls and other shopping centres are required to provide adequate parking spaces.

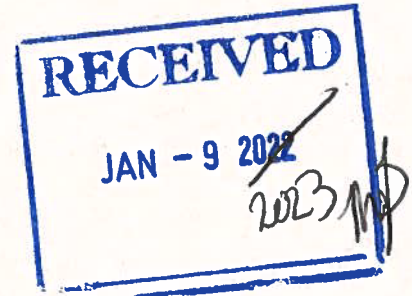
I oppose any new high density projects on the stretch of Rothesay Road between Grove Avenue and Marr Road at least until the existing traffic and pedestrian issues are effectively addressed. Until that happens, every new development is going to exacerbate a problem that only those of us who live along Hampton Road can understand.

Sincerely,

- Hampton Road
Rothesay, N.B.

January 9, 2023

Mr. Brian L White, MCIP, RPP
Director of Planning and Development Services
Town of Rothesay
70 Hampton Road
Rothesay, NB
E2E 5L5



Dear Mr. White:

Re: Public Hearing – Rezoning 50 Hampton Road

In response to your December 13, 2022 letter, I am submitting my written objections to the above noted rezoning. While the content of this submission may not at all times reflect “pure objections”, I respectfully submit that the mere fact that this submission is being made complies with the intent and objectives of your letter and reflects my concerns as a resident of Rothesay and co-owner of a property adjacent to 50 Hampton Road.

Although I am aware some of my condominium co-owners have their own opinions on this rezoning, this submission is mine and mine alone. Nonetheless, in the interest of transparency, please be advised I have provided, without restricting its dissemination, a copy of this submission to our Board of Directors.

Moreover, I consider it appropriate to acknowledge that in the course of, and as a result and consequence of, the purchase of my condominium, I have had to interact¹ with Mr. MacKay and/or his representatives.

I have reviewed in some detail, but not with the knowledge and experience of your staff, all the rezoning documents accessible through the on-line website you provided. This submission, however, focuses only on the version of the Development Agreement (hereinafter referred to as “DA”) accessed on line.

Essentially, I have two areas of concern.

¹ I am not a lawyer. A considerable number of these interactions were necessarily through my lawyer.

The first is with the Development Agreement itself and what I view to be inherent deficiencies in the appropriate protection of the rights and interests of Rothesay and its residents and constituents.

My comments, restricted to my review of the first two pages of that agreement, follow and I believe they will support my apprehensions about Rothesay's ability to enforce either its rights or Mr. Andrew MacKay's compliance. Regrettably, my comments are detailed and lengthy; fortunately, they are much shorter than the information I had to read to make this submission. Nonetheless, upon your review of my comments, my objective and my resulting message will be clear:

1. It is my understanding that parties to legal agreements have to be identified in those agreements by their legal name. It is my further understanding that this is extremely important in agreements, such as the DA, which deal with real property. Mr. Andrew McKay (Andrew) is likely properly referred to or named in the DA. But the actual intended developer of the property, understood to be A.E. MacKay Builders Ltd. (AEMB), is not identified as a party to this agreement. Does this omission deny "Rothesay" any legal recourse to AEMB, the real developer? I do not know, but I think the omission of AEMB as an identified party to this agreement has to be addressed. I suggest, for your consideration, that both Andrew and AEMB could be identified as "joint and several" parties to the DA. Correcting this perceived oversight may identify and clear other pertinent issues in the DA. For example, the "mutual covenants and agreements" in one of the DA's "WHEREAS" clauses would then include both Andrew and AEMB and not, as currently stated, just Andrew alone.
2. I could not find whether the legal name of the Town of Rothesay is simply "Rothesay" as indicated in the DA, or "The Town of Rothesay" or even "The Town of Rothesay Inc./Ltd." If "Rothesay" is not the legal name of the Town of Rothesay (and there is reason to believe it may not be since this town is an incorporated entity) it would appear that the word "Rothesay" would have to be replaced by the town's legal name.
3. Has there been appropriate consideration of the legal implications, rights and recourses to Rothesay with respect to the apparent separate ownership (by Andrew) of the land and the apparent separate ownership (by AEMB) of the structural improvements contemplated under the DA?
4. In paragraph #1,² the "Developer" agrees the contemplated residential units "shall not exceed twenty-seven (27) Multi-Unit Residential Units." Should this paragraph also stipulate there will not be less than twenty-seven of such units?

² Similar references herein are referred to as "P#" with "P" referring to paragraph, and "#" referring to the paragraph number in the DA.

5. In P2, what is the scope of “generally” in the phrase “generally in conformance”? How broad, general, or limiting is “generally”? What rights or opportunities for enforcement are given to Rothesay here? Would the use of “substantially” or “specifically” and not “generally” be more appropriate? Better?
6. Schedule A has only one PID identified therein. The DA refers to “Parcels”. Is this a concerning inconsistency or will rules of legal interpretation accommodate this?
7. No comment is being made on Schedules B, C, D, and E. Logical presumptions or conclusions notwithstanding, none of the accompanying pages were identified as B, C, D, or E.
8. P3 specifies “requiring a total of 10 units to be designated either affordable or meeting the Universal Design Barrier Free”. The words “either” and “or” allow Andrew alone to make all units not to be “affordable” by designating all 10 units “barrier free”. Is this what Rothesay wants? This possibility is likely overridden by P6 but there is nothing in the DA that says that.
9. P4 substantially duplicates “word for word” P2. Necessary redundancy?
10. P5 requires Andrew to “improve, remove or demolish”? The word “or” grants Andrew discretion. What will Andrew choose? Why not eliminate this uncertainty/discretion and say what is both desired and required -- “demolish and remove”?
11. The wording in P6 does not accomplish succinctly what appears to be desired. In fact, in some cases the wording appears incongruous; e.g., why is “a period of twenty (20) years” being adjusted by the CPI? Would the words “retain and maintain” be stronger than the word “maintain”? Why just a “similar finish” for the flooring in the affordable units? It is clear Rothesay wants/should want the affordable units to be constructed with substantially the same quality of building materials as other units. Why not say so? Experience indicates contractors “cut corners” and marginal cost savings pale in comparison to the not-so-marginal declines in quality. Why not specify “the same or substantially the same” quality? I am sure Andrew understands the economies of scale provided by volume purchasing. Furthermore, I think more certainty and clarity could be provided if the provisions for the “physical” attributes of the affordable units could be segregated from the provisions for their “fiscal” affordability.
12. P8. Finally, something I can be presumed to have more than a little bit of knowledge about. This provision does not specify what is being audited. A Chartered Professional Accountant (CPA) can provide signed audit-purposed financial information or statements, but is it appropriate for

Rothsay to require a CPA to provide a signed legal affidavit? Isn't that in the professional realm of a lawyer?

13. P9 and P10. The almost sequential use of the words "preceding" and "above" provides an unnecessary redundancy. As well, does the phrase "full term" have a defined meaning? Is there a "term" other than a "full term"? As a rather trite observation, the "term" of the construction of my condominium complex continues (with some part of that extended "term" being legitimately attributable to Covid). – but it has been so long, no one recalls when it started or really knows how much longer it will last!

14. P11. I think this provision needs a direct reference to P10 to ensure the inclusion in P11 of the meaning and scope of a default arising in P10.

I could go on, but to what end or avail? The message is clear and I think my objective (if not my objection) is also quite clear; I think this Development Agreement needs a lot of knowledgeable rewriting for the benefit of all parties and the residents and constituents of Rothsay.

My second area of concern deals with the management of storm driven water runoff. More specifically, my concern is with the issue of the possibility of yet another retaining pond adjacent to Hampton Road, this time at 50 Hampton Road, the property for which rezoning is sought. That possibility is identified in Don-More Surveys and Engineering Ltd.'s November 30, 2022 letter, and I quote:

"One option is a traditional stormwater management pond similar to what is next door in front of the condominium building."

I am not an engineer, surveyor, or hydrologist (and I may be "all wet" when it comes to this) but I am aware of these two basic tenets;

Gravity Works!
Water seeks its own level;

and my own tenet: Never underestimate the power of water!

Given the existing geographical contours of the DA subject land, the possibility, if not probability, of changes to those contours from the construction of the rental building at 50 Hampton Road, the water runoff exacerbations caused by cemented and asphalt paved areas, and the influence and consequences of climate change/global warming, it is not inconceivable that some stormwater from 50 Hampton Road could seek its own level in the pond at 52 Hampton Road.

Notwithstanding my acknowledged limitations in the water management discipline, I sense the current DA is inadequate in its consideration of the hydrological necessities of this development. Accordingly, before any DA is approved, I think expanded and major reconsiderations have to be given to storm driven water run-off issues emanating from 50 Hampton Road. Those reconsiderations may not change the current analysis and conclusions but it should establish that Rothesay's current position has not gone unchallenged.

Now.....What if a retention pond is decided upon? Will Rothesay require access-mitigation barriers around such a retention pond?

Another, crucial and imperative observation of a prior event.

AEMB. has still not installed the swimming pool between the condominiums at 52 and 54 Hampton Road. It will be long and narrow, likely four feet deep in the shallow end, and six to nine feet deep in the deep end. When installed, I am sure, for safety reasons as well as for the mitigation of litigation, Rothesay will demand that a fence, at least four feet high, surrounds this man-made pool. I am sure a constantly locked gate will also be required. As owners thereof, we will be responsible for ensuring adherence to the "safety" provisions stipulated by Rothesay, and should a trespassing or "safety-contravening" incident arise, we will be held collectively accountable for any resulting consequence.

Yet the Town of Rothesay allowed AEMB's construction of a retention pond in the front yard of 52 Hampton Road without requiring any safety protective fencing or other access-mitigation barriers. By the way, the dimensions of that man-made pond appear to be substantially greater than the dimensions of our man-made swimming pool that is yet to be installed.

What do I understand Rothesay's decision/position to have been for safety around the man-made retention pond at 52 Hampton Road? How about.....

Since the man-made retention pond was in conformity with Rothesay's then extant engineering requirements and stipulations, it was not necessary to mandate any safety barriers such as those definitively required (as outlined above) for a much smaller man-made swimming pool. I understand that decision/position remains tenaciously held by Rothesay irrespective of the fact that, at that pertinent time, it was known that that man-made pond would be in the front yard of an occupied multi-unit residential complex; that that front yard would be contiguous with the south sidewalk paralleling Hampton Road; and that that sidewalk would be traversed by our community's naturally inquisitive children of all ages as they went to and from school, the Rothesay Commons and/or the Miller Fields.

What now?

It appears that access-mitigation barriers around that pond at 52 Hampton Road are now required and the condo owners must bear the cost of Rothesay's non-oversight of, and non-adherence to, its own mandated access-mitigation requirements.

I have no problem with bearing an appropriate share of the cost of having the access barriers installed around the retention pond. What I have a problem with is the fact that Rothesay did not mandate the installation of the barriers at the time permission was granted to establish the retention pond. Accordingly, that is why I think that Rothesay should also bear some of that current cost. Moreover, given the knowledgeable resources at its command and disposable, I think the responsibility for getting this properly done should also be Rothesay's and not solely that of the condominium owners.

Given the proximity of this retention pond (52 Hampton Road) to the property under rezoning consideration (50 Hampton Road) and given the commonality of the whole storm driven aquatic issues, there may be a prophetic opportunity, to address these matters for both properties contemporaneously!

I am not against the development of 50 Hampton Road. I am also not "flag wavingly" for it. I do, however, consider that the concerns I have raised (in addition to identifying the need for re-drafting the DA) require further professional considerations. If/when a final DA is agreed upon, I trust Rothesay, being mindful of the interests of its constituents and residents, will ensure it has the dominant authority and the contractual power to enforce and achieve, on a timely basis, the desired compliances and adherences of Andrew and AEMB.

Respectfully submitted,

I am a resident of Hampton Road, located on the 2nd floor level parallel to Hillcrest Drive. I have lived in the Kennebecasis valley since 1982, previously owning homes on Saunders Drive in Quispamsis and Beach Drive, Rothesay. I moved to the Condominiums in June of 2022, having recently retired.

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CONCERNS

Volume of traffic along Hampton Road, actual speed of vehicles (versus posted limits) and number of exit and egress roads.

1. There is already a high level of traffic along Hampton road the addition of another apartment complex will only add to the existing problem.
2. The nearby Rothesay High school has an uncontrolled amount of scooters and motorized bikes in use by the students,
3. The strip of road between Highland Avenue and Grove Ave. is currently treated as a speedway with posted speeds ignored.
4. There is presently a single car driveway at 50 Hampton Road, which will have future use to accommodate more vehicles from the proposed apartment complex. Don't know if there is an allowance for underground parking. The projected amount of vehicles could be as many as fifty. Proposed site plan only indicates eleven parking spaces.
5. The new apartment building driveway would be directly opposite Henderson Park Road, which would create a high risk for accidents. I would not recommend an alternative location.
6. Addition of traffic lights at Grove Ave. is a necessity but will introduce more congestion problems by slowing the traffic flow, particularly during peak times; this is factual as it is already happening.
7. Addition of new commercial building at Hampton road/Iona intersection. Impact of additional traffic is undetermined at this time but will add to present volume. Similarly with the new Hampton road medical facility currently under construction.

Condominiums versus Apartments.

8. Unreasonable combination of owned condos versus rented apartments. Should be owned only, in this location, to prevent unfair competition. Rents are typically less for apartments – newer bldg, same amenities, less cost, would create more difficulties in the resale market for condos.
9. It does, however, depend on the quality of the rentals. If one is more upgraded and offers more amenities than the other, then it will be priced accordingly.

Other

10. A better alternative would be approximately (eight) owner occupied garden homes which would be more conducive to the overall appearance with the units currently situated on Balmoral Boulevard. Usage of existing road to/from Arthur Miller fields could be feasible.
11. Similarities between Hampton road and Rothesay Avenue in Saint John. Biggest difference is Hampton Road is mixed commercial/residential.
12. Obstructed view of condos on 52 Hampton road. Were the current Condo residents made aware of the Contractors proposal? Contractor should be helping to prevent this issue not be the initiator. Similarity with 52 & 54 Hampton Road.
13. Architects rendering is misleading, picturing the proposed apartment complex in a park like setting. There will be very little green space except for a narrow strip of grass bordering the complex, enclosed by an evergreen hedge. Please ref. present conditions at existing Condos and entrance to Arthur Miller fields.
14. There is an associated noise impact with the increased traffic which is not conducive to residential areas. Quality of life impacted to residents.

Recommendations

15. Do not give planning permission for any additional multi storied buildings along Hampton road. The amount of these types of dwellings is destroying the overall image of Rothesay. Green spaces, treed areas are rapidly disappearing.
16. There is a need to enforce traffic speed control, introduce cameras. at crosswalk and traffic lights in particular. Use of solar powered speed indicator signs (similar to ones at Quispamsis Elementary school) would be an improvement.
17. Avoid any future access to Hampton road by new projects.
18. There are presently other undeveloped properties along Hampton road which should be included in this and further opportunities to avoid over usage of existing infrastructure.

Regards,