ROTHESAY

PUBLIC HEARING AGENDA
6:00 p.m.
Monday, May 15, 2023
Common Room, Rothesay Town Hall

Public access to the Live stream will be available online at 6:00 p.m.:
PUBLIC HEARING LIVESTREAM

PUBLIC HEARING – Holland Drive (PID 00056598)
48 Unit apartment building

1. CALL TO ORDER Instructions

2. PUBLIC HEARING

Documentation

10 May 2023	Memorandum prepared by Town Clerk Banks (public notices)
21 April 2023	*Community Planning Act*, Section 111 notice to website/Town Hall
DRAFT	By-law 2-10-34
DRAFT	Amended Development Agreement (Schedules)
1 May 2023	Recommendation from Planning Advisory Committee (PAC)
27 April 2023	Staff Report to PAC with draft By-law and amended Agreement
31 March 2023	Staff Report to PAC with Polling results and Development application

Appearances/Presentations:

Presentation:	Jacob Kilpatrick, P. Eng	Engineering by Houghton
	Andrew C. Baskin	President, InvestinUs Inc.
Presentation:	Brian White, MCIP RPP, Director of Planning/Development Services	
Appearances:	Mr. C. Hoogeveen	
Comments:	Letters from residents (4)	

3. ADJOURNMENT

ROTHESAY
MEMORANDUM

TO	:	Mayor Grant and Rothesay Council
FROM	:	Town Clerk Banks
DATE	:	10 May 2023
RE	:	Public Hearing Notice and social media schedule Holland Drive (PID 00056598) 48 unit apartment building

April 18, 2023 — Polling letters sent to 74 property owners

April 21, 2023 — 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, April 21
Tuesday, April 25
Thursday, April 27
Tuesday, May 2
Thursday, May 4
Tuesday, May 9
Thursday, May 11
Monday, May 15

Phone: (506) 848-6600 (24/7 service) Email: Rothesay@rothesay.ca

ROTHESAY

PUBLIC HEARING NOTICE – HOLLAND DRIVE REZONING

21 April 2023

In accordance with Section 111 of the *Community Planning Act*, SNB 2017, c19 and amendments thereto, PUBLIC NOTICE is hereby given that the town of Rothesay intends to consider an amendment to By-law 2-10, "Rothesay Zoning By-law" to rezone lands located off Holland Drive (PID 00056598) from Single Family Residential – Standard Zone [R1B] to Multi-Unit Residential (R4) to allow for the development of a 48-unit apartment building subject to the execution of a Development Agreement, in accordance with the *Community Planning Act*, supra.

The Public Hearing will be held **in-person** on **Monday, May 15, 2023 at 6:00 pm** in the Common Room, Rothesay Town Hall, 70 Hampton Road. You can watch the livestream at https://www.youtube.com/user/RothesayNB and the agenda will be available online at https://www.rothesay.ca/town-hall/agendas/.

Written objections to the proposed amendment will be received by the undersigned until **12 noon on Wednesday, May 10, 2023** and will be provided to Council for the public hearing.

Anyone wishing to **speak at the Public Hearing may register** with the Clerk's office **no later than Wednesday, May 10, 2023 at 12 NOON**. Please contact the Clerk's office at 848-6664 or Rothesay@rothesay.ca for more information.

The following documentation is available online and can also be reviewed at the Town Office, 70

Hampton Road, Rothesay, NB Monday to Friday 8:15 am – 12 noon and 1:15 – 4:30 pm (closed between 12 noon and 1 pm), exclusive of civic holidays:

2023May15PublicHearingHollandDriveFINAL_004

DRAFT By-law 2-10-34

DRAFT Development Agreement

The Agenda package for the May 15th public hearing will be available here: https://www.rothesay.ca/town-hall/agendas/.

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

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

BY-LAW 2-10-34
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 "2-10-34".

The purpose of the amendment is to rezone lands located Holland Drive (PID 00056598) from Single Family Residential – Standard Zone [R1B] to Multi-Unit Residential (R4) to allow for the development of a 48-unit apartment building subject to the execution of a Development Agreement in accordance with the Community Planning Act, supra.

FIRST READING BY TITLE :

SECOND READING BY TITLE :

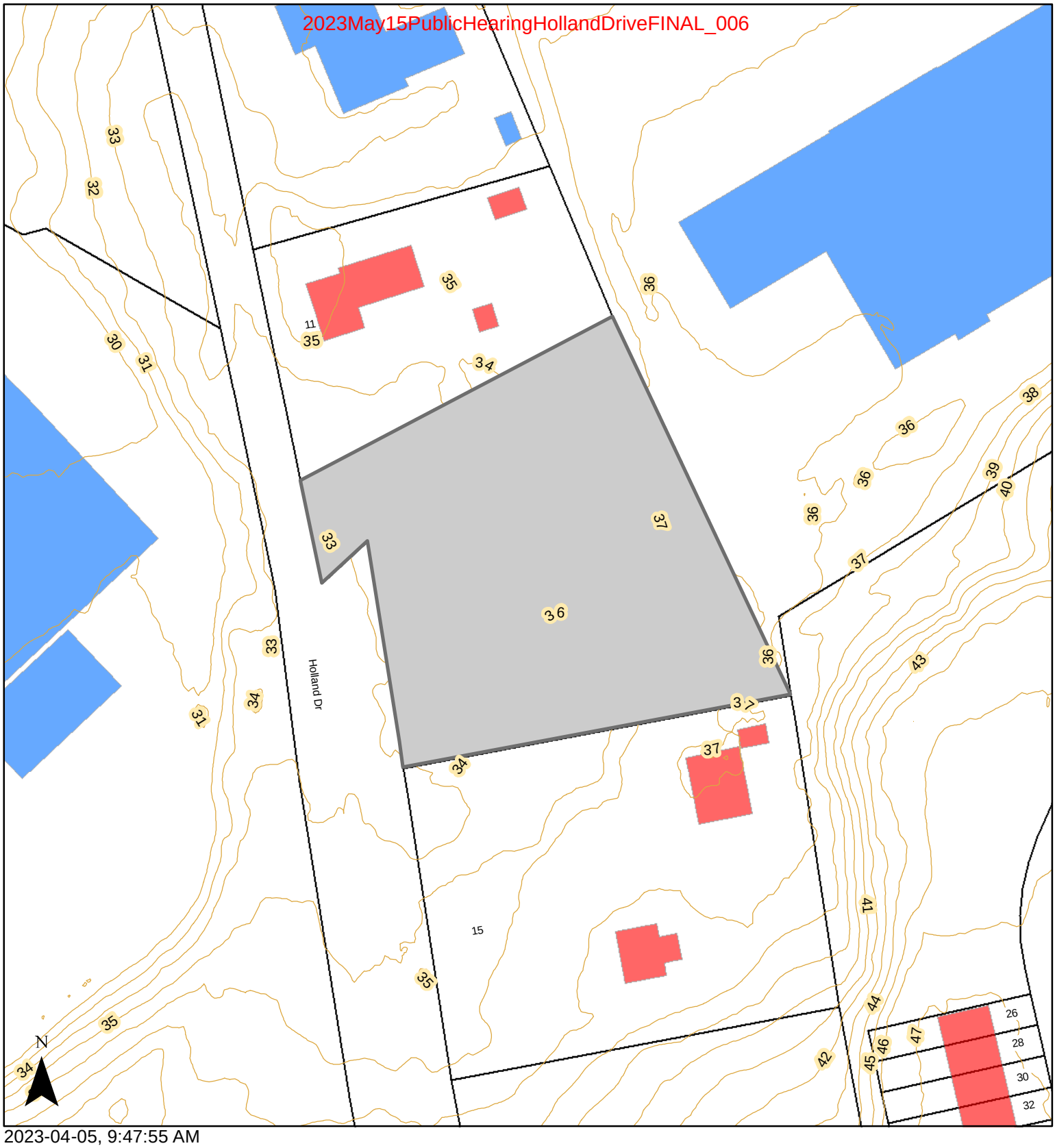
READ IN ENTIRETY :

THIRD READING BY TITLE
AND ENACTED :

MAYOR

CLERK

Bylaw 2-10-34 Holland Drive (PID 00056598)



2023-04-05, 9:47:55 AM

Buildings

- Commercial
- Residential
- Property Boundary

1:1,000

0 12.5 25 50

Metres

Rothesay

DEVELOPMENT AGREEMENT

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

Parcel Identifier of Parcels Burdened by Agreement:	00056598
Owner of Land Parcels:	**A.C. Baskin Investments Inc.** 18 Kildare Court Rothesay, New Brunswick E2H 1C4 (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 2021, Chapter 18, located in the County of Kings and Province of New Brunswick

WHEREAS the Developer is the registered owner of certain land located off Holland Drive (PID 00056598) and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer is now desirous of entering into an development agreement to allow for the development of one forty-eight (48) unit apartment building with underground parking on the Lands as described in Schedules B through D. *(*herein after called the "Project*")*

AND WHEREAS Rothesay Council did, on INSERT DATE, authorize the Mayor and Clerk to enter into a Development Agreement with A.C. Baskin Investments Inc. to develop a residential apartment complex on the Lands.

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

1. The Developer agrees that the total number of residential units situated on the Lands shall not exceed forty eight (48) residential apartment units.

Schedules

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

Site Development

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

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

Tenant Selection

5. The Town and the Developer agree that prior to Final Occupancy the parties SHALL enter into a Memorandum of Understanding regarding the selection of tenants for the affordable housing and Universal Design Barrier-Free Apartments units that reflects a mutual commitment to housing low-income people and persons with disabilities.

Affordable Housing

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 ten (10) 'affordable' 2 bedroom apartment units with similar finishes for flooring, trim, bathrooms, paint and kitchen cabinets as the market rental units, with a Base Monthly Rental Rate at or below 30% of the Median Total Income of Lone-Parent economic families in the published 2015 Statistic Canada data, being $53,376, in Rothesay.

7. The Developer further agrees that once the base rents for the affordable 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 8) 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. 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.

Architectural Guidelines

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

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

b. All exterior mounted ventilation and related mechanical equipment, including roof mechanical units, shall be concealed by screening in a manner to reduce clutter and negative impacts on the architectural character of the building.

Storm Water

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

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

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

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

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

18. The Developer agrees to provide to the Town Engineer written certification of a Professional Engineer, licensed to practice in New Brunswick that the storm water system has been satisfactorily completed and constructed in accordance with the Town specifications.

Municipal Streets

19. The Developer shall carry out, subject to inspection and approval by Rothesay representatives, and pay for the entire actual cost of the following:
    a. surveying and staking of lots and streets;
    b. rough grading of streets to profiles approved by Rothesay;
    c. fine grading of streets to profiles approved by Rothesay;
    d. hard surfacing of the streets as shown on the plan to Rothesay specifications; sub-grade standards, compaction and finish as approved by Rothesay's Engineer, in writing, before final hard surfacing may be installed;
    e. constructing the proposed connection of Chapel Road to Holland Drive;
    f. construction of a cul-de-sac as reviewed by the Developer's Engineer and approved by Rothesay's Engineer;
    g. supply and maintenance of for a period of two (2) years the topsoil, sod, landscaping and the planting of street trees calculated as no more than one tree for each 10 meters measured along the linear centre line of the public street right of way, planted on location(s) approved by Rothesay and where such street trees are as follows:
        i. Not smaller than six centimeters (6 cm) in diameter measured at a point being 2 meters above the root ball such trees species as approved by Rothesay.
        ii. Inspected by Rothesay 12 months from time of planting and again then at 24 months. The Developer shall replace

trees identified for replacement during warranty inspections.

h. Engineering design and inspection of those works referred to in clauses b), c) d), e) and f) of this section.

20. The Developer agrees to provide signed documentation and progress reports from a practicing Professional Engineer, licensed in New Brunswick ensuring that applicable codes and standards have been met and that the work was completed and utilizing such materials as in accordance with the terms of this Agreement and approved specifications.

21. The Developer agrees to provide as-built drawings that delineate all public infrastructure to be submitted to Rothesay in compliance with the minimum standards and requirements specified in Rothesay's Digital Data Submission Standards for Infrastructure and Construction Drawings.

22. Rothesay reserves the right to assign or rename public street names, notwithstanding that names may not correspond with existing names.

23. The Developer agrees that all items, materials, pipes, fittings, and other such infrastructure following acceptance of delivery on site by the Developer shall remain the full responsibility of the Developer against their accidental breakage or vandalism until Rothesay accepts the completed works.

24. The Developer agrees to restore all disturbed or damaged areas of the public street and right of way to the satisfaction of Rothesay's Engineer following installation of the required municipal services.

Municipal Sidewalks

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

Intersection Improvements – Cost Contribution

26. The Developer agrees to pay to Rothesay upon receipt of an invoice an amount not exceeding forty percent (40%) of the actual cost incurred and expended by Rothesay for traffic signalization including, curbing, sidewalks, road widening, traffic lights, poles, controllers, accessories, electrical equipment, and appurtenances necessary for their installation and initial operation, installed at the intersection of Marr Road and Chapel Drive.

27. Rothesay and the Developer agree that the capital cost contribution obligation shall expire in ten (10) years from the date of the execution of this agreement should Rothesay not proceed with the traffic signalization at the intersection of Marr Road and Chapel Drive.

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

Water Supply

29. 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.

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

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

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

Sanitary Sewer

37. 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.

38. 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.

39. 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.

40. 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.

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

Retaining Walls

42. 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.

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

Indemnification

44. 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

45. 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 **A.C. Baskin Investments Inc.,** 18 Kildare Court, Rothesay, New Brunswick, E2H 1C4 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

46. 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

47. The Town reserves the right and the Developer agrees that the Town has the right to terminate this Agreement without compensation to the Developer if the specific proposal has not been completed on or before INSERT DATE being a date 5 years (60 months) from the date of Council's decision to enter into this Agreement. Accordingly, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform to the provisions of the Rothesay Zoning By-law.

48. Notwithstanding the preceding paragraph (47) above, the Parties agree that the development shall be deemed to have commenced if within a period of not less than three (3) months prior to INSERT DATE the construction of the municipal service infrastructure has begun and that

such construction is deemed by the Development Officer in consultation with the Town Engineer as being continued through to completion as continuously and expeditiously as deemed reasonable.

49. 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

50. 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.

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

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

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

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

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

Failure to Comply

52. 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

53. 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

54. 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

55. 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 _____, 2023.

Witness: **A.C. Baskin Investments Inc.**

_____ _____
Andrew C. Baskin, Director

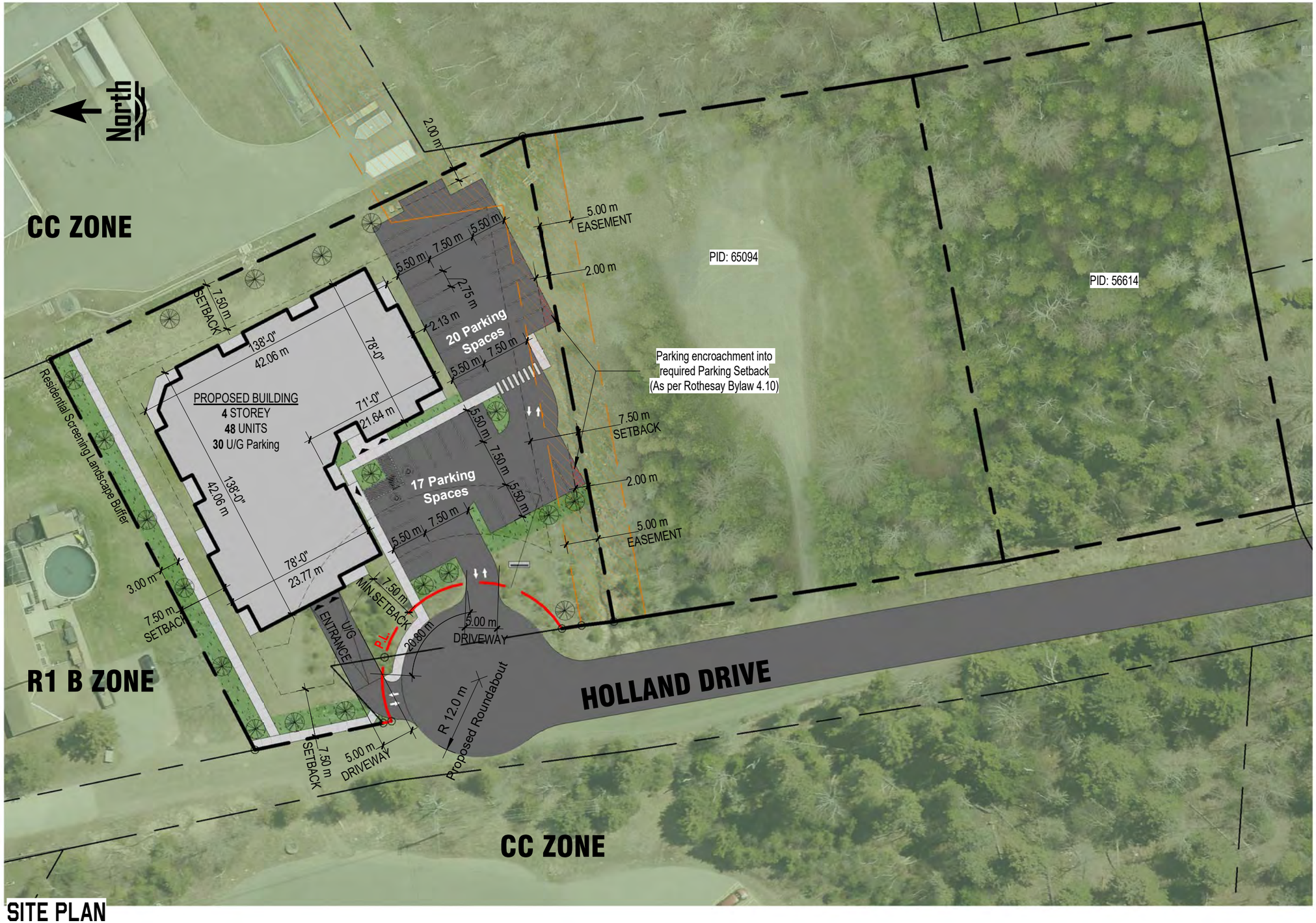
_____ _____
Witness: Rothesay:

_____ _____
Witness: Nancy E. Grant, Mayor

_____ _____
Witness: Mary Jane E. Banks, Clerk

SCHEDULE A

PID: | 00056598


North
CC ZONE
2.00 m
5.00 m
EASEMENT
PID: 65094
PID: 56614
5.50 m
7.50 m
5.50 m
2.75 m
2.13 m
20 Parking
Spaces
7.50 m
SETBACK
138'-0"
42.06 m
78'-0"
23.77 m
PROPOSED BUILDING
4 STOREY
48 UNITS
30 U/G Parking
71'-0"
21.64 m
Parking encroachment into
required Parking Setback
(As per Rothesay Bylaw 4.10)
7.50 m
SETBACK
17 Parking
Spaces
2.00 m
5.00 m
EASEMENT
Residential Screening Landscape Buffer
3.00 m
7.50 m
SETBACK
MIN SETBACK
U/G
ENTRANCE
P.L.
20.80 m
5.00 m
DRIVEWAY
R 12.0 m
Proposed Roundabout
HOLLAND DRIVE
R1 B ZONE
CC ZONE

SITE PLAN

WEST ELEVATION

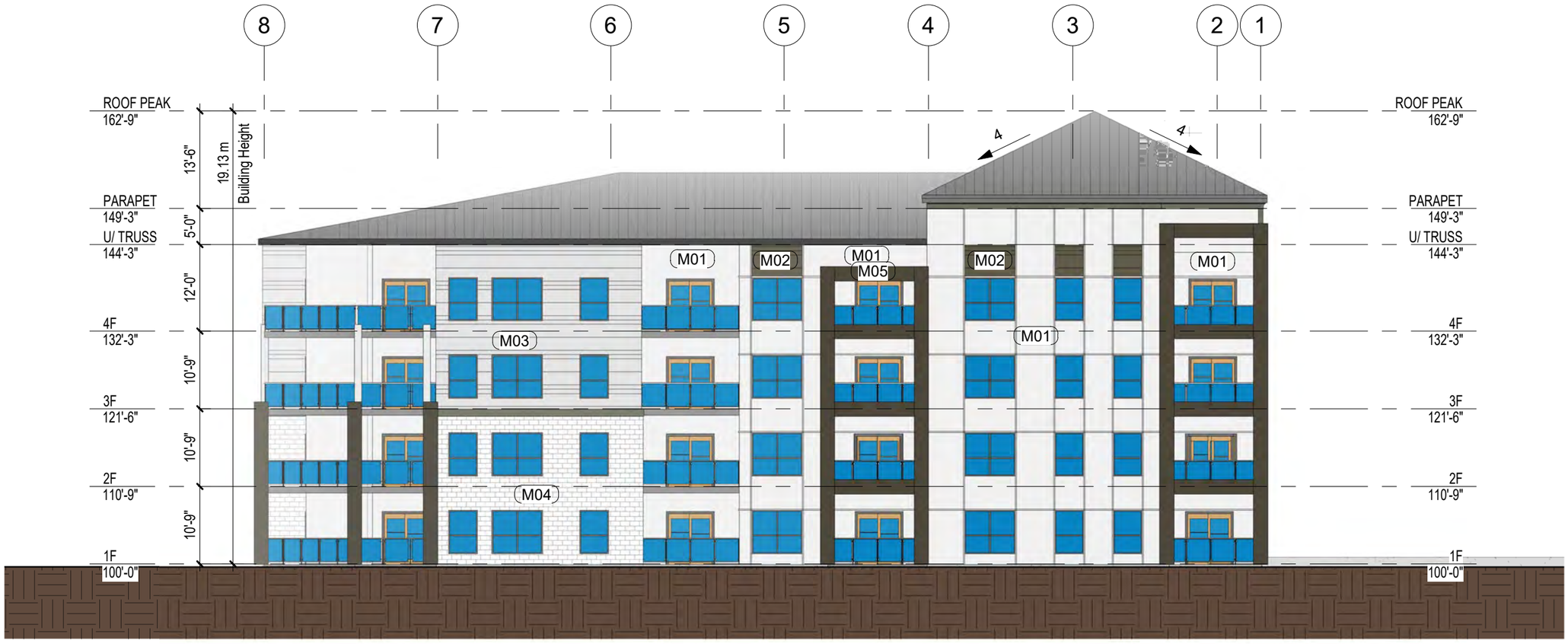
1/16" = 1'-0"

MATERIALS:

EXACT MATERIAL COLORS AS PER OWNER

M1 - FIBER CEMENT PANELS (White)
M2 - FIBER CEMENT PANELS (Black)
M3 - FIBER CEMENT PLANKS (White)
M4 - MASONRY STONE
M5 - WOOD FINISH FEATURE

WEST ELEVATION



NORTH ELEVATION

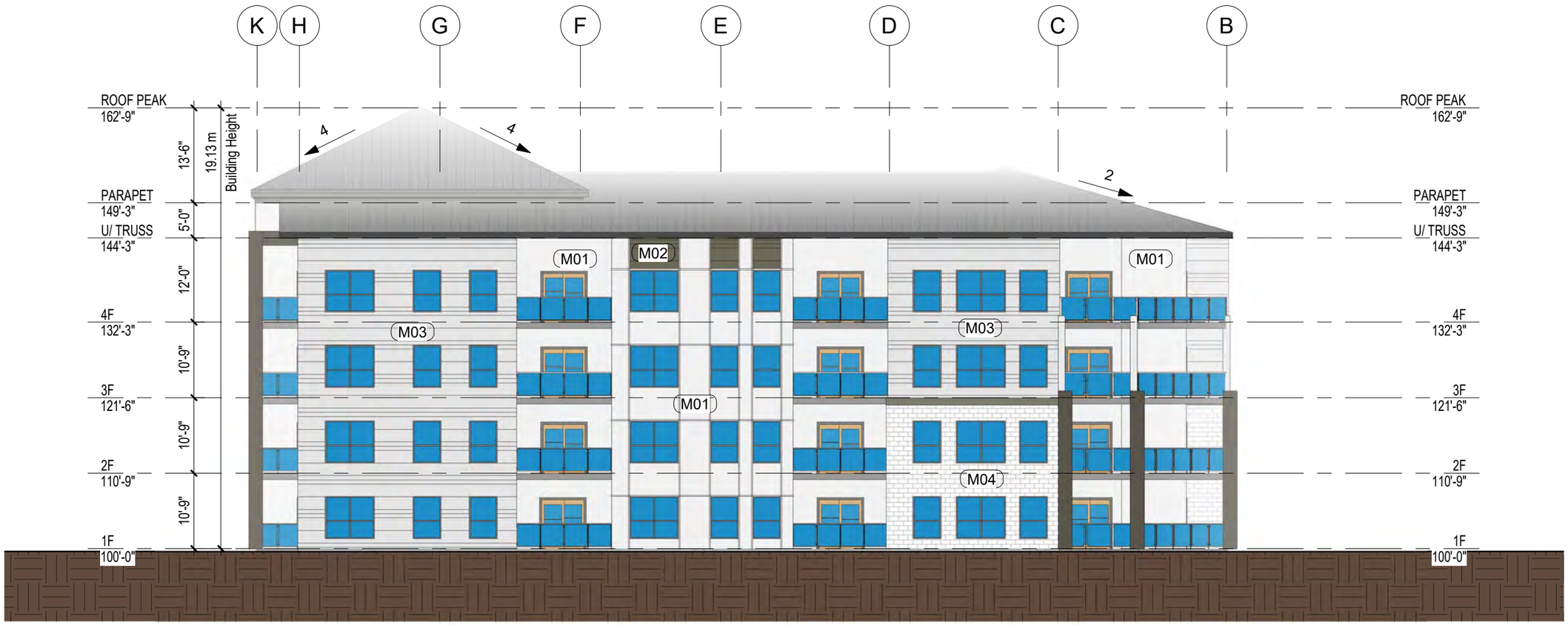
1/16" = 1'-0"

MATERIALS:

EXACT MATERIAL COLORS AS PER OWNER

M1 - FIBER CEMENT PANELS (White)
M2 - FIBER CEMENT PANELS (Black)
M3 - FIBER CEMENT PLANKS (White)
M4 - MASONRY STONE
M5 - WOOD FINISH FEATURE

NORTH ELEVATION



EAST ELEVATION

1/16" = 1'-0"

MATERIALS:

EXACT MATERIAL COLORS AS PER OWNER

M1 - FIBER CEMENT PANELS (White)
M2 - FIBER CEMENT PANELS (Black)
M3 - FIBER CEMENT PLANKS (White)
M4 - MASONRY STONE
M5 - WOOD FINISH FEATURE

EAST ELEVATION

SOUTH ELEVATION

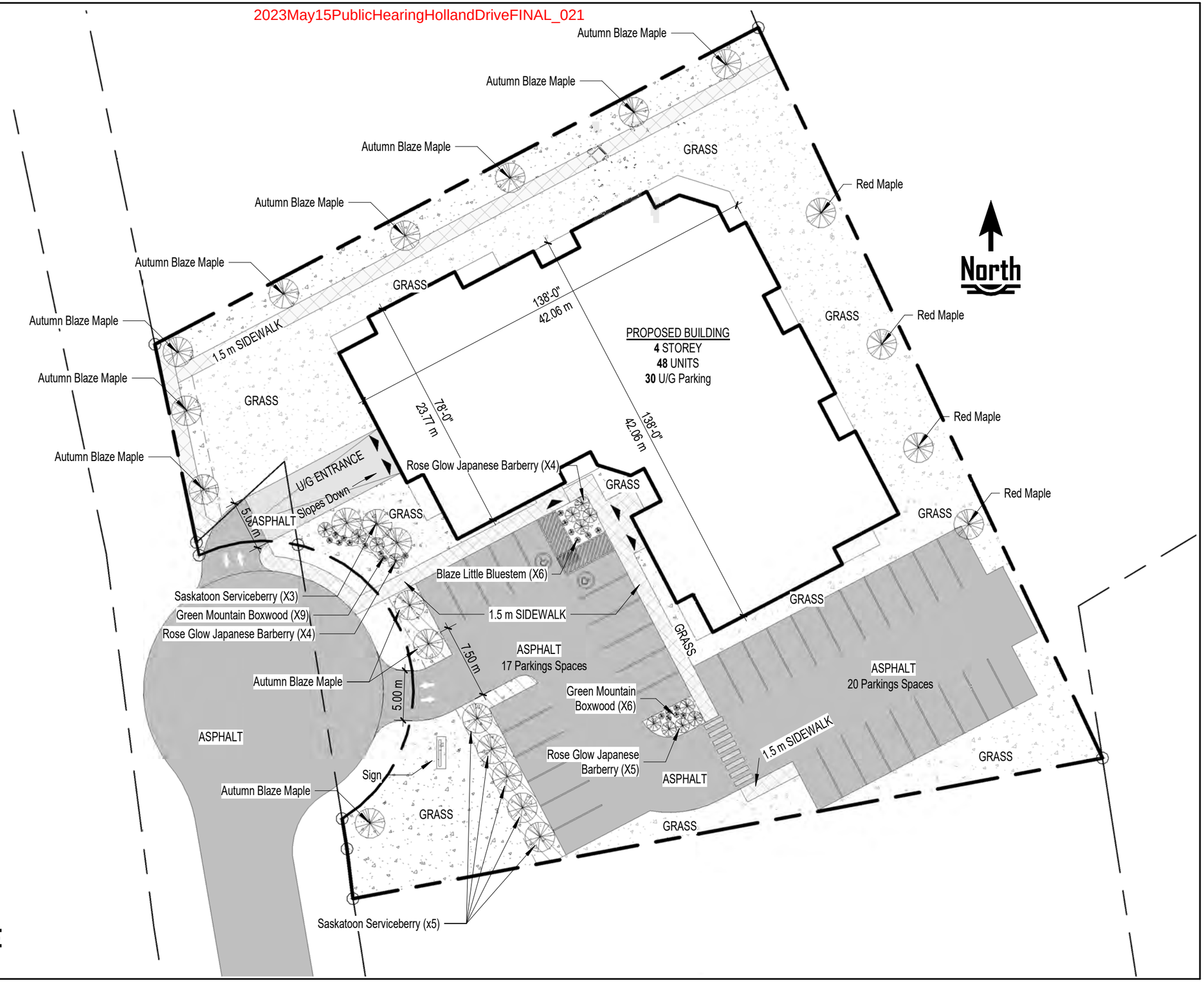
1/16" = 1'-0"

MATERIALS:

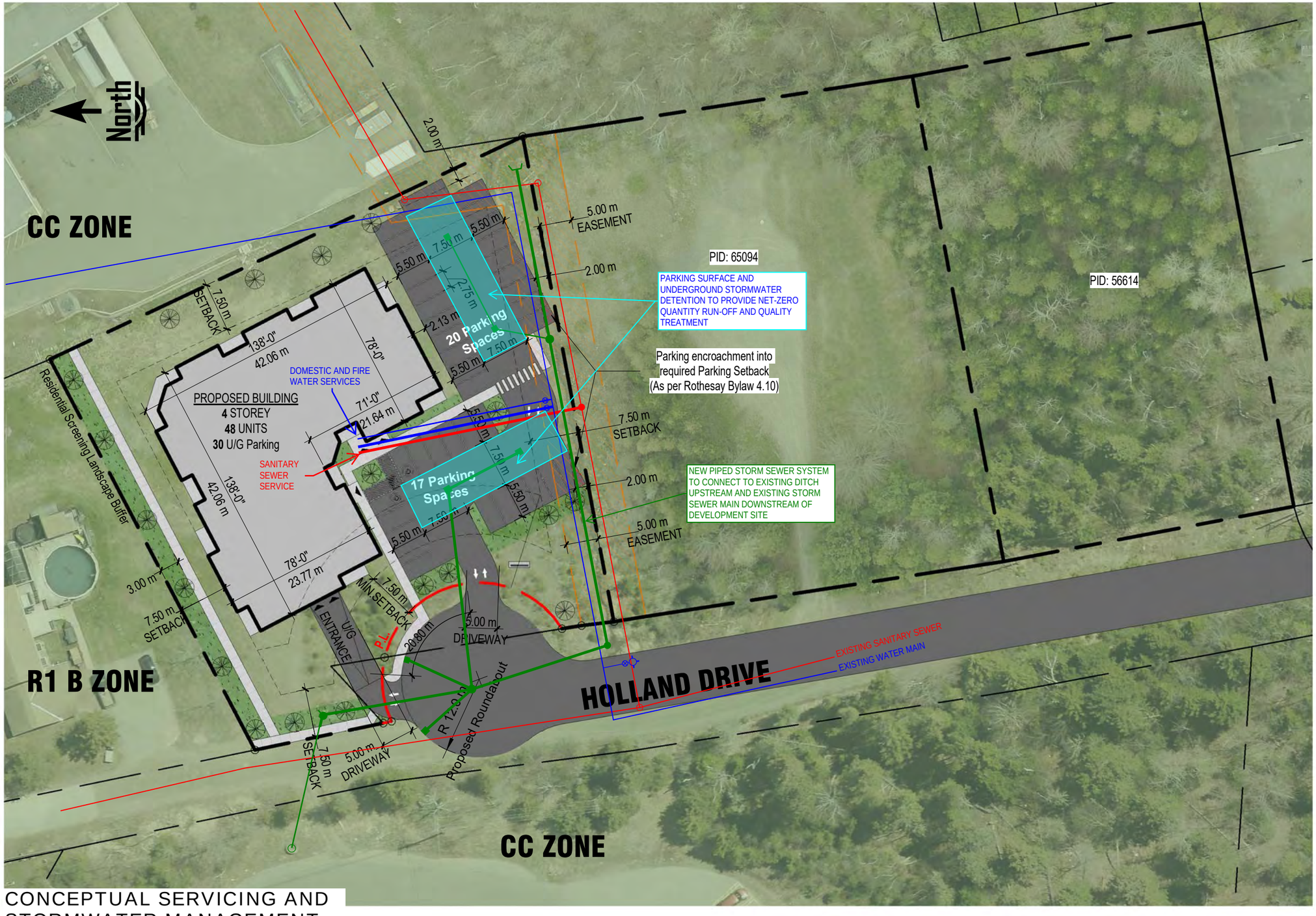
EXACT MATERIAL COLORS AS PER OWNER

M1 - FIBER CEMENT PANELS (White)
M2 - FIBER CEMENT PANELS (Black)
M3 - FIBER CEMENT PLANKS (White)
M4 - MASONRY STONE
M5 - WOOD FINISH FEATURE

SOUTH ELEVATION


Autumn Blaze Maple
Autumn Blaze Maple
Autumn Blaze Maple
Autumn Blaze Maple
Autumn Blaze Maple
Autumn Blaze Maple
Autumn Blaze Maple
Autumn Blaze Maple
GRASS
Red Maple
North
GRASS
Red Maple
1.5 m SIDEWALK
GRASS
138'-0"
42.06 m
PROPOSED BUILDING
4 STOREY
48 UNITS
30 U/G Parking
78'-0"
23.77 m
138'-0"
42.06 m
Red Maple
U/G ENTRANCE
Slopes Down
Rose Glow Japanese Barberry (X4)
GRASS
GRASS
5.0 m
ASPHALT
GRASS
Red Maple
Blaze Little Bluestem (X6)
Saskatoon Serviceberry (X3)
Green Mountain Boxwood (X9)
Rose Glow Japanese Barberry (X4)
1.5 m SIDEWALK
GRASS
GRASS
7.50 m
ASPHALT
17 Parkings Spaces
ASPHALT
20 Parkings Spaces
Autumn Blaze Maple
5.00 m
Green Mountain
Boxwood (X6)
ASPHALT
Rose Glow Japanese
Barberry (X5)
1.5 m SIDEWALK
GRASS
Sign
ASPHALT
Autumn Blaze Maple
GRASS
GRASS
Saskatoon Serviceberry (x5)

LANDSCAPE



CONCEPTUAL SERVICING AND STORMWATER MANAGEMENT

Form 45

AFFIDAVIT OF CORPORATE EXECUTION

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

Deponent:	Andrew C. Baskin 18 Kildare Court Rothesay, New Brunswick E2H 1C4
Office Held by Deponent:	**Director**
Corporation:	A.C. Baskin Investments Inc.
Place of Execution:	Rothesay, Province of New Brunswick.
Date of Execution:	_____, 2023

I, **ANDREW C. BASKIN**, the deponent, make oath and say:

1. That I hold the office specified above in the corporation specified above, and am authorized to make this affidavit and have personal knowledge of the matters hereinafter deposed to;

2. That the attached instrument was executed by me as the officer(s) duly authorized to execute the instrument on behalf of the corporation;

3. the signature "**Andrew Baskin**" subscribed to the within instrument is the signature of me and is in the proper handwriting of me, this deponent.

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

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

DECLARED TO at Rothesay,
in the County of Kings,)
and Province of New Brunswick,)
This ___ day of _____, 2023)
)
BEFORE ME:)
)
_____)
Commissioner of Oaths)

_____
Andrew C. Baskin

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:	_____, 2023

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

1. That I hold the office specified above in the corporation specified above, and am authorized to make this affidavit and have personal knowledge of the matters hereinafter deposed to;

6. That the attached instrument was executed by me and **NANCY E. GRANT,** the other officer specified above, as the officer(s) duly authorized to execute the instrument on behalf of the corporation;

7. The signature "**NANCY E. GRANT**" subscribed to the within instrument is the signature of Nancy E. Grant, who is the Mayor of the town of Rothesay, and the signature "**Mary Jane E. Banks**" subscribed to the within instrument as Clerk is the signature of me and is in the proper handwriting of me, this deponent, and was hereto subscribed pursuant to resolution of the Council of the said Town to and for the uses and purposes therein expressed and contained;

8. The Seal affixed to the foregoing indenture is the official seal of the said Town and was so affixed by order of the Council of the said Town, to and for the uses and purposes therein expressed and contained;

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

DECLARED TO at town of Rothesay, in the County of Kings, and Province of New Brunswick, This ___ day of _____, 2023)

BEFORE ME:)

_____)
Commissioner of Oaths)

_____
MARY JANE E. BANKS

ROTHESAY

MEMORANDUM

TO	:	Mayor and Council
FROM	:	Planning Advisory Committee
DATE	:	May 3, 2023
RE	:	Holland Drive (PID 00056598)

The Planning Advisory Committee discussed the following motions at its regular meeting on Monday, May 1, 2023:

> **MOVED** by K. Adams and seconded by M. Graham the Planning Advisory Committee hereby recommends that Council enact By-law 2-10-34 to rezone land located off Holland Drive (PID 00056598) from Single Family Residential – Standard Zone [R1B] to Multi-Unit Residential (R4) to allow for the development of a 48-unit apartment building subject to the execution of a Development Agreement as amended, in accordance with the Community Planning Act.
> **NAY vote recorded from R. Forte.**
>
> **CARRIED.**

> **MOVED** by K. Adams and seconded by M. Graham the Planning Advisory Committee recommends that Council authorize the Mayor and Clerk to enter into an agreement, as amended, to allow for the development of a 48-unit apartment building on land located off Holland Drive (PID 00056598).
> **NAY vote recorded from R. Forte.**
>
> **CARRIED.**

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

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

Date: **Thursday, April 27, 2023**

Subject: **Rezoning Holland Drive – (PID 00056598)**

Applicant:	Andrew Baskin	**Property Owner:**	A.C. Baskin Investments Inc.
Mailing Address:	18 Kildare Court, Rothesay NB, E2H 1C4	**Mailing Address:**	18 Kildare Court, Rothesay NB, E2H 1C4
Property Location:	Holland Drive	**PID:**	**00056598**
Plan Designation:	High Density Residential	**Zone:**	Single Family Residential R1B
Application For:	1 four story (48 Unit) Apartment Building		
Input from Other Sources:			

ORIGIN

An application from Mr. Andrew Baskin, Director of A.C. Baskin Investments Inc. to consider rezoning land located off Holland Drive (PID 00056598) from Single Family Residential [R1B] to Multi-Unit Residential (R4) to allow for the development of a 48-unit apartment building subject to the terms of a Development Agreement.

BACKGROUND

The property is (PID 00056598) is 4,816.19 square meters (1+ acre) and currently zoned single family (R1B) and designated for HIGH DENSITY residential uses. As discussed previously Staff are supportive of this application as the property is designated in the Municipal Plan, as a future High-density residential area because it is located in close proximity to several major commercial uses (Canadian Tire and Sobeys), and Hampton Road. A high-density residential land use located adjacent to Hampton Road promotes pedestrian connectivity and ease of access for future residents. The proximity to Rothesay's commercial areas reduces sprawl and creates a more walkable neighbourhood.

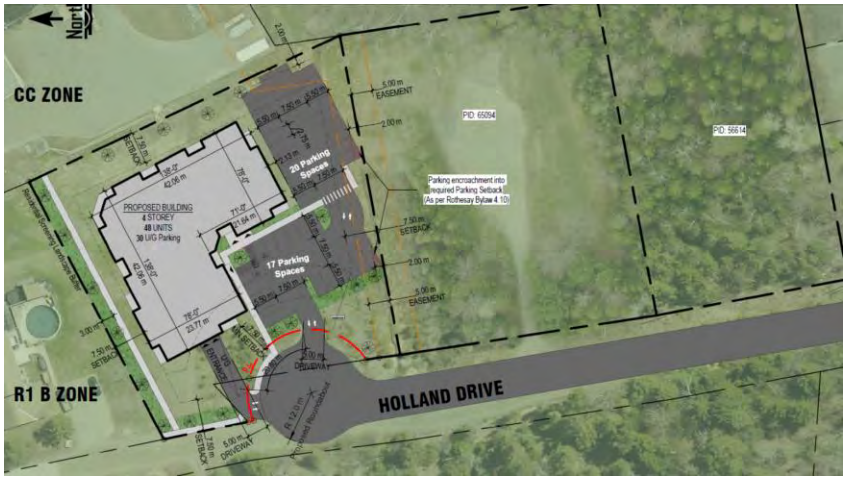


Figure 1 - Siteplan of Proposed Holland Drive Apt. Bldg.

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

A. PAC HEREBY recommends that Council enact **BY-LAW 2-10-34** to rezone land located off Holland Drive (PID 00056598) from Single Family Residential – Standard Zone [R1B] to Multi-Unit Residential (R4) to allow for the development of a 48-unit apartment building subject to the execution of a Development Agreement as amended, in accordance with the Community Planning Act.

B. PAC HEREBY recommends that Council authorize the Mayor and Clerk to enter into an agreement, as amended, to allow for the development of a 48-unit apartment building on land located off Holland Drive (PID 00056598).

ATTACHMENTS:
Attachment A DRAFT By-law 2-10-34 &
Attachment B DRAFT Development Agreement (Revised Schedules)

Report Prepared by: Brian L. White, MCIP, RPP
Date: Thursday, April 27, 2023

BY-LAW 2-10-34
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 "2-10-34".

The purpose of the amendment is to rezone lands located Holland Drive (PID 00056598) from Single Family Residential – Standard Zone [R1B] to Multi-Unit Residential (R4) to allow for the development of a 48-unit apartment building subject to the execution of a Development Agreement in accordance with the Community Planning Act, supra.

FIRST READING BY TITLE :

SECOND READING BY TITLE :

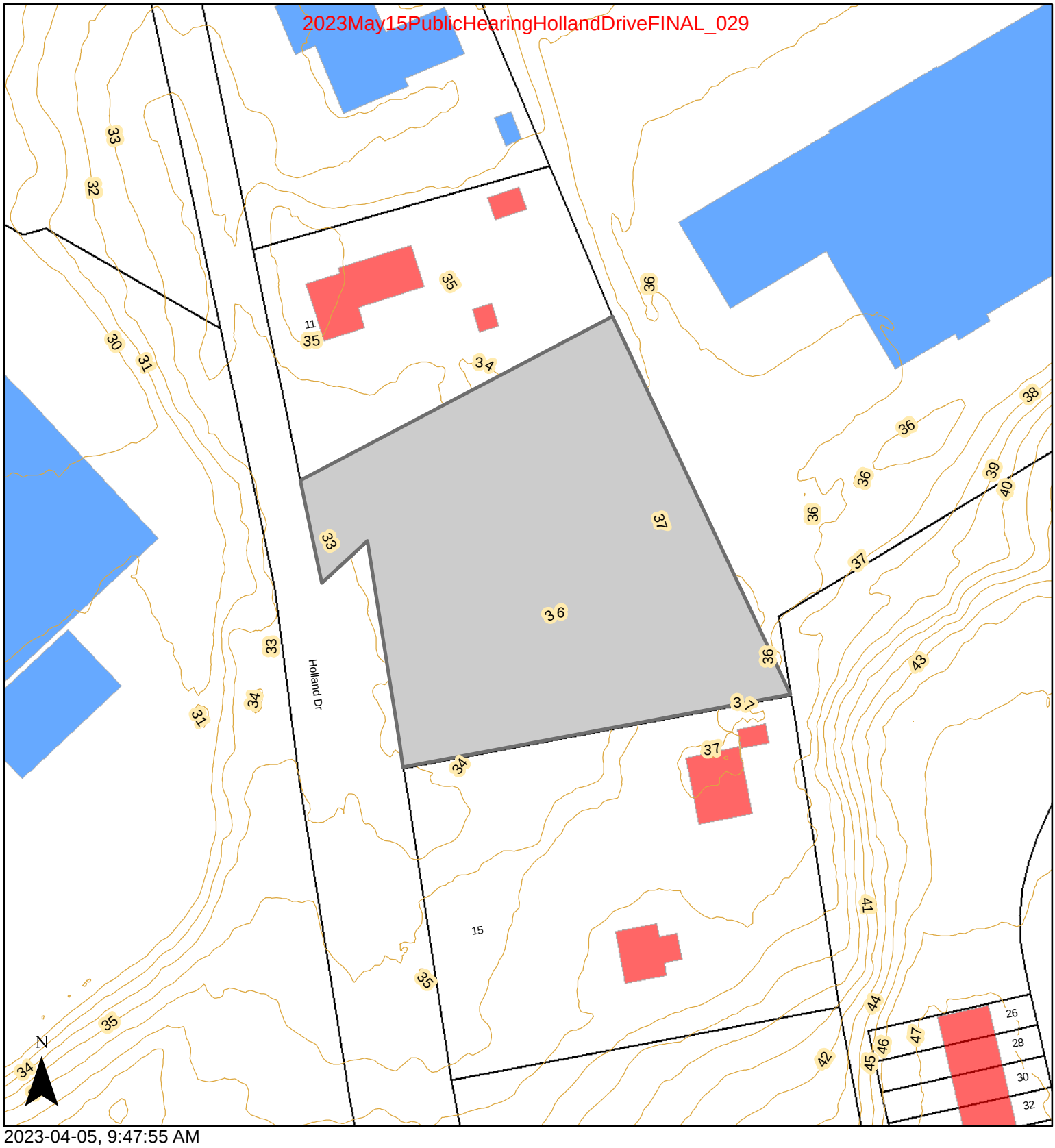
READ IN ENTIRETY :

THIRD READING BY TITLE
AND ENACTED :

MAYOR

CLERK

Bylaw 2-10-34 Holland Drive (PID 00056598)



2023-04-05, 9:47:55 AM

Buildings

- Commercial
- Residential
- Property Boundary

1:1,000

0 12.5 25 50

Metres

Rothesay

DEVELOPMENT AGREEMENT

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

Parcel Identifier of Parcels Burdened by Agreement:	00056598
Owner of Land Parcels:	**A.C. Baskin Investments Inc.** 18 Kildare Court Rothesay, New Brunswick E2H 1C4 (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 2021, Chapter 18, located in the County of Kings and Province of New Brunswick

WHEREAS the Developer is the registered owner of certain land located off Holland Drive (PID 00056598) and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer is now desirous of entering into an development agreement to allow for the development of one forty-eight (48) unit apartment building with underground parking on the Lands as described in Schedules B through D. *(*herein after called the "Project*")*

AND WHEREAS Rothesay Council did, on INSERT DATE, authorize the Mayor and Clerk to enter into a Development Agreement with A.C. Baskin Investments Inc. to develop a residential apartment complex on the Lands.

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

1. The Developer agrees that the total number of residential units situated on the Lands shall not exceed forty eight (48) residential apartment units.

Schedules

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

Site Development

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

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

Tenant Selection

5. The Town and the Developer agree that prior to Final Occupancy the parties SHALL enter into a Memorandum of Understanding regarding the selection of tenants for the affordable housing and Universal Design Barrier-Free Apartments units that reflects a mutual commitment to housing low-income people and persons with disabilities.

Affordable Housing

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 ten (10) 'affordable' 2 bedroom apartment units with similar finishes for flooring, trim, bathrooms, paint and kitchen cabinets as the market rental units, with a Base Monthly Rental Rate at or below 30% of the Median Total Income of Lone-Parent economic families in the published 2015 Statistic Canada data, being $53,376, in Rothesay.

7. The Developer further agrees that once the base rents for the affordable 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 8) 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. 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.

Architectural Guidelines

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

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

b. All exterior mounted ventilation and related mechanical equipment, including roof mechanical units, shall be concealed by screening in a manner to reduce clutter and negative impacts on the architectural character of the building.

Storm Water

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

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

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

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

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

18. The Developer agrees to provide to the Town Engineer written certification of a Professional Engineer, licensed to practice in New Brunswick that the storm water system has been satisfactorily completed and constructed in accordance with the Town specifications.

Municipal Streets

19. The Developer shall carry out, subject to inspection and approval by Rothesay representatives, and pay for the entire actual cost of the following:
    a. surveying and staking of lots and streets;
    b. rough grading of streets to profiles approved by Rothesay;
    c. fine grading of streets to profiles approved by Rothesay;
    d. hard surfacing of the streets as shown on the plan to Rothesay specifications; sub-grade standards, compaction and finish as approved by Rothesay's Engineer, in writing, before final hard surfacing may be installed;
    e. constructing the proposed connection of Chapel Road to Holland Drive;
    f. construction of a cul-de-sac as reviewed by the Developer's Engineer and approved by Rothesay's Engineer;
    g. supply and maintenance of for a period of two (2) years the topsoil, sod, landscaping and the planting of street trees calculated as no more than one tree for each 10 meters measured along the linear centre line of the public street right of way, planted on location(s) approved by Rothesay and where such street trees are as follows:
        i. Not smaller than six centimeters (6 cm) in diameter measured at a point being 2 meters above the root ball such trees species as approved by Rothesay.
        ii. Inspected by Rothesay 12 months from time of planting and again then at 24 months. The Developer shall replace

trees identified for replacement during warranty inspections.

h. Engineering design and inspection of those works referred to in clauses b), c) d), e) and f) of this section.

20. The Developer agrees to provide signed documentation and progress reports from a practicing Professional Engineer, licensed in New Brunswick ensuring that applicable codes and standards have been met and that the work was completed and utilizing such materials as in accordance with the terms of this Agreement and approved specifications.

21. The Developer agrees to provide as-built drawings that delineate all public infrastructure to be submitted to Rothesay in compliance with the minimum standards and requirements specified in Rothesay's Digital Data Submission Standards for Infrastructure and Construction Drawings.

22. Rothesay reserves the right to assign or rename public street names, notwithstanding that names may not correspond with existing names.

23. The Developer agrees that all items, materials, pipes, fittings, and other such infrastructure following acceptance of delivery on site by the Developer shall remain the full responsibility of the Developer against their accidental breakage or vandalism until Rothesay accepts the completed works.

24. The Developer agrees to restore all disturbed or damaged areas of the public street and right of way to the satisfaction of Rothesay's Engineer following installation of the required municipal services.

Municipal Sidewalks

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

Intersection Improvements – Cost Contribution

26. The Developer agrees to pay to Rothesay upon receipt of an invoice an amount not exceeding forty percent (40%) of the actual cost incurred and expended by Rothesay for traffic signalization including, curbing, sidewalks, road widening, traffic lights, poles, controllers, accessories, electrical equipment, and appurtenances necessary for their installation and initial operation, installed at the intersection of Marr Road and Chapel Drive.

27. Rothesay and the Developer agree that the capital cost contribution obligation shall expire in ten (10) years from the date of the execution of this agreement should Rothesay not proceed with the traffic signalization at the intersection of Marr Road and Chapel Drive.

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

Water Supply

29. 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.

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

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

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

Sanitary Sewer

37. 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.

38. 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.

39. 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.

40. 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.

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

Retaining Walls

42. 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.

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

Indemnification

44. 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

45. 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 **A.C. Baskin Investments Inc.,** 18 Kildare Court, Rothesay, New Brunswick, E2H 1C4 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

46. 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

47. The Town reserves the right and the Developer agrees that the Town has the right to terminate this Agreement without compensation to the Developer if the specific proposal has not been completed on or before INSERT DATE being a date 5 years (60 months) from the date of Council's decision to enter into this Agreement. Accordingly, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform to the provisions of the Rothesay Zoning By-law.

48. Notwithstanding the preceding paragraph (47) above, the Parties agree that the development shall be deemed to have commenced if within a period of not less than three (3) months prior to INSERT DATE the construction of the municipal service infrastructure has begun and that

such construction is deemed by the Development Officer in consultation with the Town Engineer as being continued through to completion as continuously and expeditiously as deemed reasonable.

49. 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

50. 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.

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

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

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

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

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

Failure to Comply

52. 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

53. 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

54. 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

55. 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 _____, 2023.

Witness: **A.C. Baskin Investments Inc.**

_____ _____
Andrew C. Baskin, Director

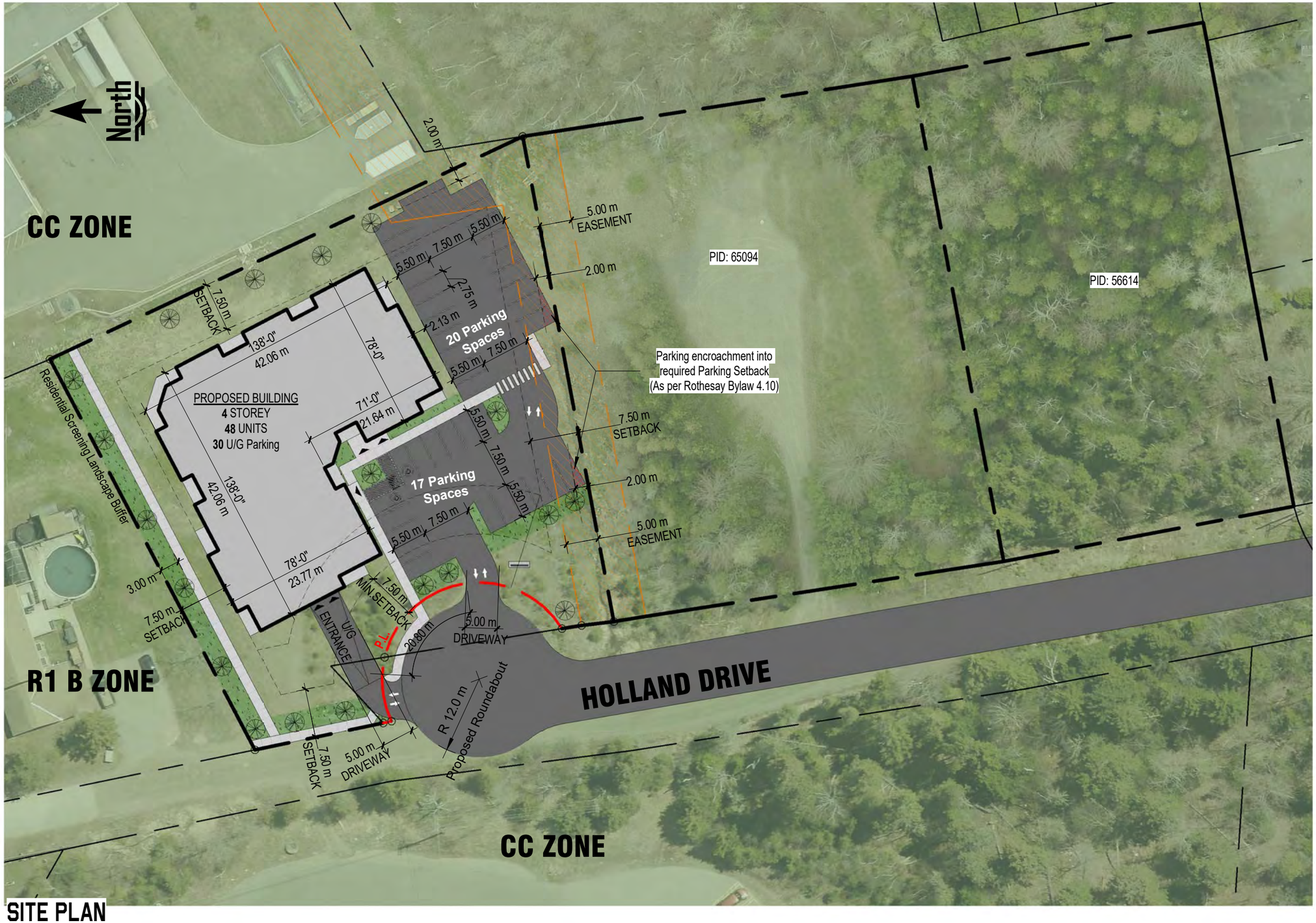
_____ _____
Witness: Rothesay:

_____ _____
Witness: Nancy E. Grant, Mayor

_____ _____
Witness: Mary Jane E. Banks, Clerk

SCHEDULE A

PID: | 00056598


North
CC ZONE
2.00 m
5.00 m
EASEMENT
PID: 65094
PID: 56614
5.50 m
7.50 m
5.50 m
2.75 m
2.13 m
20 Parking
Spaces
7.50 m
SETBACK
138'-0"
42.06 m
78'-0"
23.77 m
PROPOSED BUILDING
4 STOREY
48 UNITS
30 U/G Parking
71'-0"
21.64 m
Parking encroachment into
required Parking Setback
(As per Rothesay Bylaw 4.10)
7.50 m
SETBACK
17 Parking
Spaces
2.00 m
5.00 m
EASEMENT
Residential Screening Landscape Buffer
3.00 m
7.50 m
SETBACK
MIN SETBACK
7.50 m
U/G
ENTRANCE
P.L.
20.80 m
5.00 m
DRIVEWAY
R 12.0 m
Proposed Roundabout
HOLLAND DRIVE
R1 B ZONE
CC ZONE
7.50 m
SETBACK
5.00 m
DRIVEWAY

SITE PLAN

WEST ELEVATION

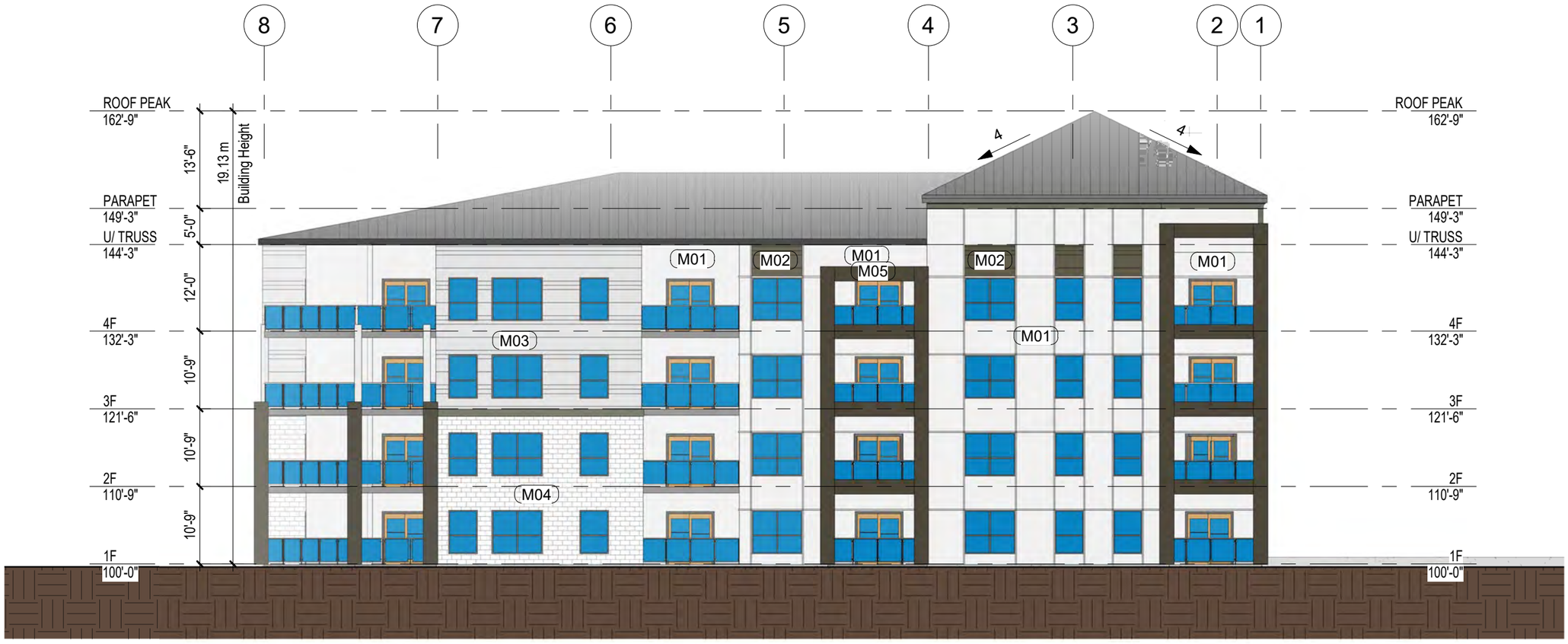
1/16" = 1'-0"

MATERIALS:

EXACT MATERIAL COLORS AS PER OWNER

M1 - FIBER CEMENT PANELS (White)
M2 - FIBER CEMENT PANELS (Black)
M3 - FIBER CEMENT PLANKS (White)
M4 - MASONRY STONE
M5 - WOOD FINISH FEATURE

WEST ELEVATION



NORTH ELEVATION

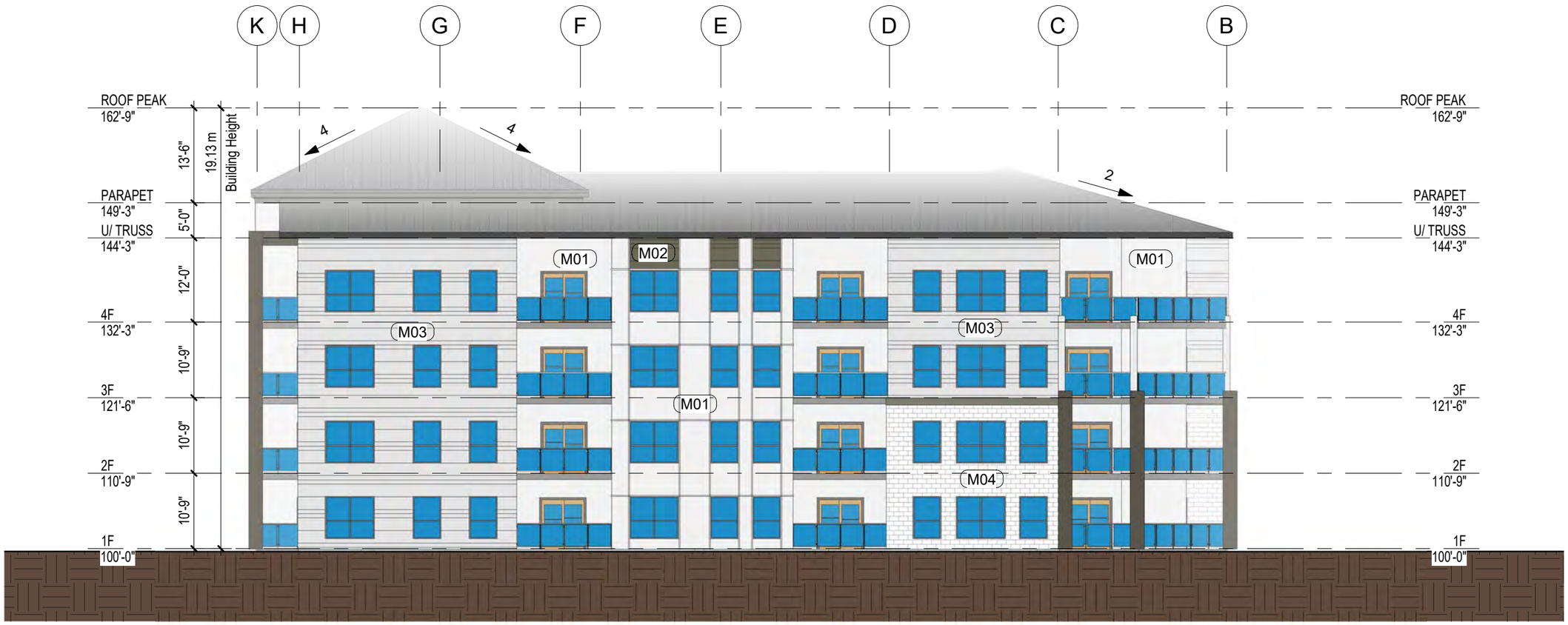
1/16" = 1'-0"

MATERIALS:

EXACT MATERIAL COLORS AS PER OWNER

M1 - FIBER CEMENT PANELS (White)
M2 - FIBER CEMENT PANELS (Black)
M3 - FIBER CEMENT PLANKS (White)
M4 - MASONRY STONE
M5 - WOOD FINISH FEATURE

NORTH ELEVATION



EAST ELEVATION

1/16" = 1'-0"

MATERIALS:

EXACT MATERIAL COLORS AS PER OWNER

M1 - FIBER CEMENT PANELS (White)
M2 - FIBER CEMENT PANELS (Black)
M3 - FIBER CEMENT PLANKS (White)
M4 - MASONRY STONE
M5 - WOOD FINISH FEATURE

EAST ELEVATION

SOUTH ELEVATION

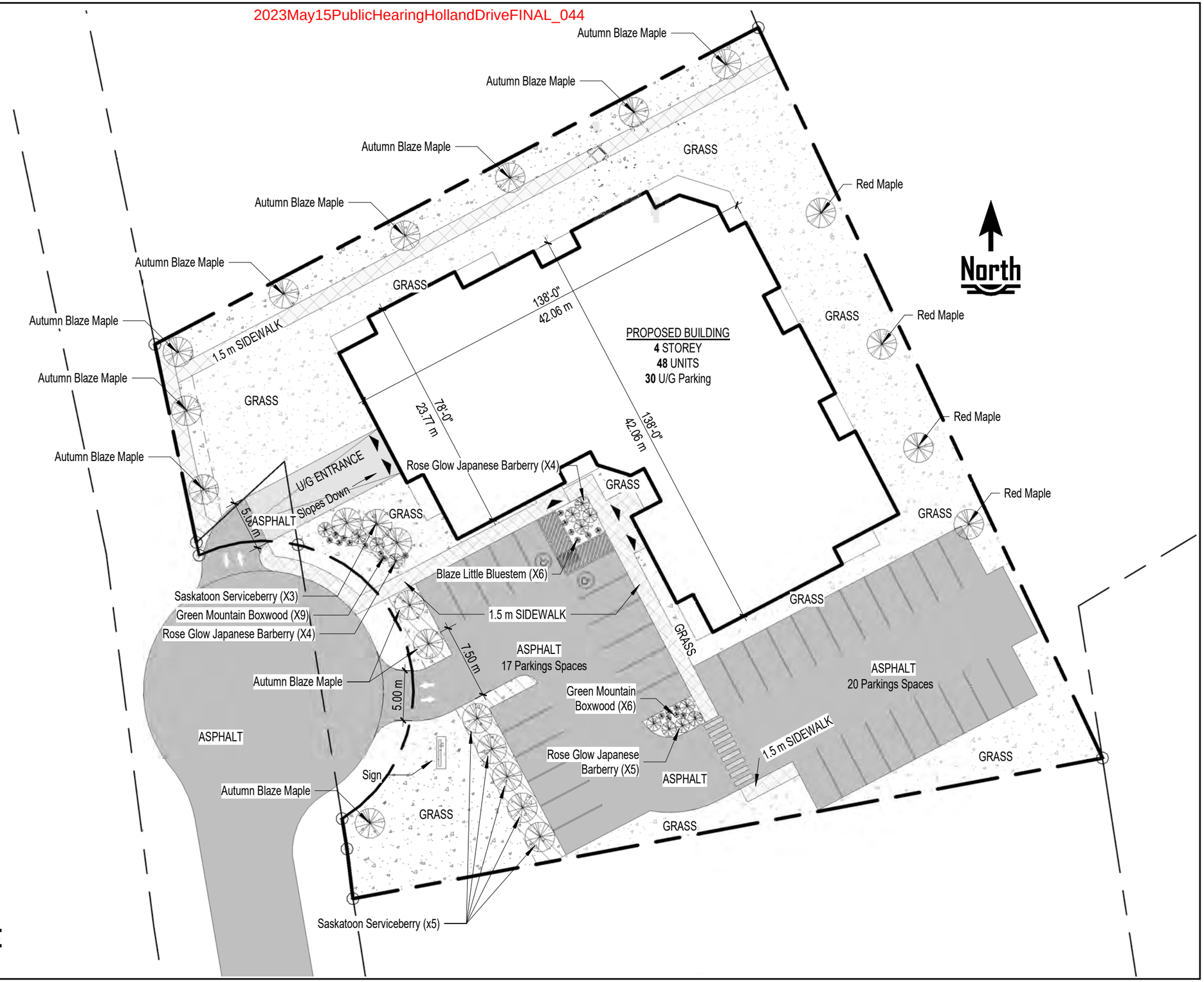
1/16" = 1'-0"

MATERIALS:

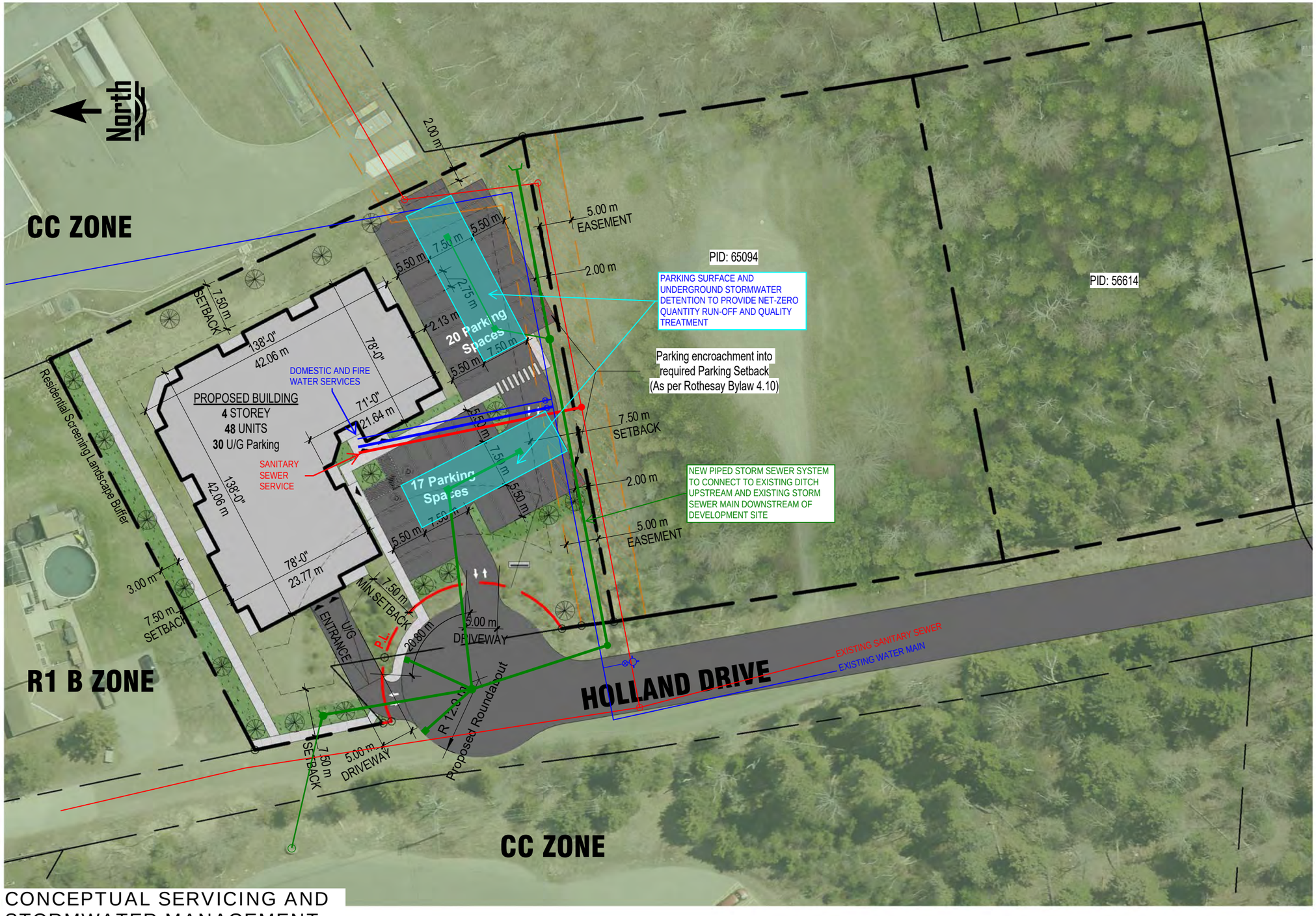
EXACT MATERIAL COLORS AS PER OWNER

M1 - FIBER CEMENT PANELS (White)
M2 - FIBER CEMENT PANELS (Black)
M3 - FIBER CEMENT PLANKS (White)
M4 - MASONRY STONE
M5 - WOOD FINISH FEATURE

SOUTH ELEVATION


Autumn Blaze Maple
Autumn Blaze Maple
Autumn Blaze Maple
Autumn Blaze Maple
Autumn Blaze Maple
Autumn Blaze Maple
Autumn Blaze Maple
Autumn Blaze Maple
GRASS
Red Maple
North
GRASS
1.5 m SIDEWALK
GRASS
138'-0"
42.06 m
PROPOSED BUILDING
4 STOREY
48 UNITS
30 U/G Parking
GRASS
Red Maple
78'-0"
23.77 m
138'-0"
42.06 m
Red Maple
U/G ENTRANCE
Slopes Down
Rose Glow Japanese Barberry (X4)
GRASS
GRASS
Red Maple
5.0 m
ASPHALT
GRASS
Blaze Little Bluestem (X6)
Saskatoon Serviceberry (X3)
Green Mountain Boxwood (X9)
Rose Glow Japanese Barberry (X4)
1.5 m SIDEWALK
GRASS
GRASS
7.50 m
ASPHALT
17 Parkings Spaces
ASPHALT
20 Parkings Spaces
Autumn Blaze Maple
5.00 m
Green Mountain
Boxwood (X6)
ASPHALT
Rose Glow Japanese
Barberry (X5)
1.5 m SIDEWALK
GRASS
Sign
ASPHALT
Autumn Blaze Maple
GRASS
GRASS
Saskatoon Serviceberry (x5)

LANDSCAPE



CONCEPTUAL SERVICING AND STORMWATER MANAGEMENT

Form 45

AFFIDAVIT OF CORPORATE EXECUTION

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

Deponent:	Andrew C. Baskin 18 Kildare Court Rothesay, New Brunswick E2H 1C4
Office Held by Deponent:	**Director**
Corporation:	A.C. Baskin Investments Inc.
Place of Execution:	Rothesay, Province of New Brunswick.
Date of Execution:	_____, 2023

I, **ANDREW C. BASKIN**, the deponent, make oath and say:

1. That I hold the office specified above in the corporation specified above, and am authorized to make this affidavit and have personal knowledge of the matters hereinafter deposed to;

2. That the attached instrument was executed by me as the officer(s) duly authorized to execute the instrument on behalf of the corporation;

3. the signature "**Andrew Baskin**" subscribed to the within instrument is the signature of me and is in the proper handwriting of me, this deponent.

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

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

DECLARED TO at Rothesay,
in the County of Kings,)
and Province of New Brunswick,)
This ___ day of _____, 2023)
)
BEFORE ME:)
)
_____)
Commissioner of Oaths)

_____
Andrew C. Baskin

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:	_____, 2023

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

1. That I hold the office specified above in the corporation specified above, and am authorized to make this affidavit and have personal knowledge of the matters hereinafter deposed to;

6. That the attached instrument was executed by me and **NANCY E. GRANT,** the other officer specified above, as the officer(s) duly authorized to execute the instrument on behalf of the corporation;

7. The signature "**NANCY E. GRANT**" subscribed to the within instrument is the signature of Nancy E. Grant, who is the Mayor of the town of Rothesay, and the signature "**Mary Jane E. Banks**" subscribed to the within instrument as Clerk is the signature of me and is in the proper handwriting of me, this deponent, and was hereto subscribed pursuant to resolution of the Council of the said Town to and for the uses and purposes therein expressed and contained;

8. The Seal affixed to the foregoing indenture is the official seal of the said Town and was so affixed by order of the Council of the said Town, to and for the uses and purposes therein expressed and contained;

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

DECLARED TO at town of Rothesay, in the County of Kings, and Province of New Brunswick, This ___ day of _____, 2023)

BEFORE ME:)

_____)
Commissioner of Oaths)

_____
MARY JANE E. BANKS

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

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

Date: **Friday, March 31, 2023**

Subject: **Rezoning Holland Drive – (PIDs 00056614, 00065094, 00056598)**

Applicant:	Andrew Baskin	**Property Owner:**	A.C. Baskin Investments Inc.
Mailing Address:	18 Kildare Court, Rothesay NB, E2H 1C4	**Mailing Address:**	18 Kildare Court, Rothesay NB, E2H 1C4
Property Location:	Holland Drive	**PID:**	**00056598,** 00056614, 00065094,
Plan Designation:	High Density Residential	**Zone:**	Single Family R1-B
Application For:	4 Story (48-unit) multi-unit residential building. Rezoning R1-B to R-4		
Input from Other Sources:	Operations, Polling		

ORIGIN:
An application from Mr. Andrew Baskin, Director of A.C. Baskin Investments Inc. to develop one four story (48 unit) apartment building on three parcels of land (PIDs 00056614, 00065094, 00056598) off Holland Drive with a total area of 12,925.75 square meter (3.2 acres).

Figure 1 – Concept Rendering Holland Drive

Figure 2 - Site Location off Holland Drive

APPROVAL PROCESS:

The application is a phased application to rezone the subject properties to the R-4 Multi-Unit Residential Zone to permit a 48-unit apartment building by development agreement and permitting future development Phases. One fundamental concern that Staff have with the application is that the proposal is for a Phased development. The application does not include details regarding Phase 2 and indicates two apartment building footprints with the note "to be determined".

A major development application indicating a Phased development without full details on the future phases is categorized as speculative rezoning. It is the process of rezoning land for a specific use (high density residential) that may or may not actually occur in the future and without full details to properly evaluate the proposal. While it may be tempting to entertain a speculative rezoning request from a developer seeking a more beneficial use of their land, Rothesay should approach such requests with caution.

Figure 3 - Proposed Site Plan (note Phase 2)

Speculative rezoning can bypass important community input, as developers may be looking to rezone land with the utmost development flexibility in mind. This flexibility without specificity can lead to negative impacts, issues and concerns must be fully vetted or properly considered during the public rezoning process.

Rothesay must carefully consider the potential risks and negative impacts before entertaining such requests. It is important to balance the interests of developers with the needs and concerns of the community. For that reason, Staff are recommending the application be amended to consider just the rezoning of PID 00056598 from R1-B to R-4.

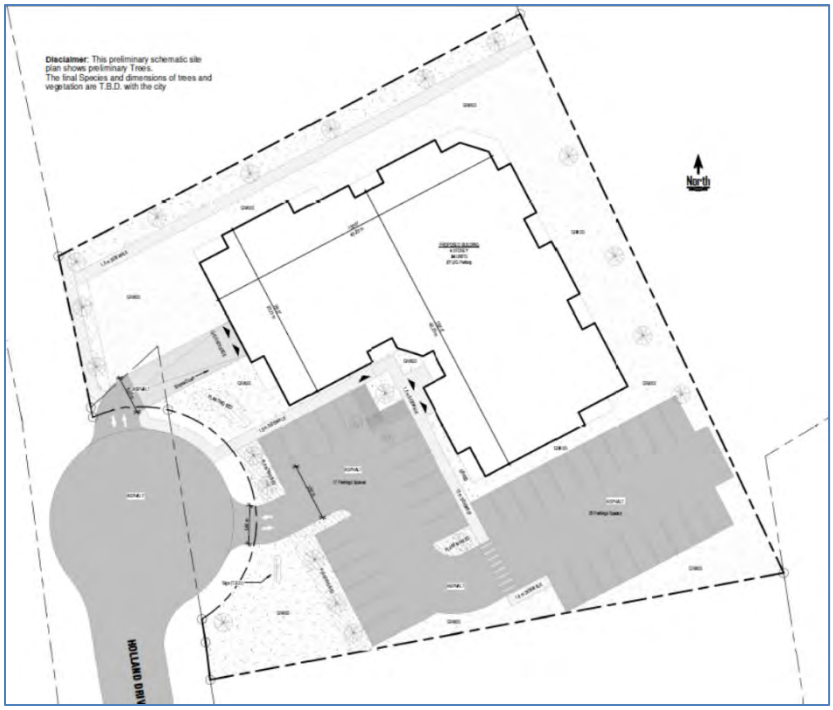


Figure 4 - Site Plan Proposed Building Footprint

BACKGROUND

As discussed previously Staff are providing an analysis of rezoning of PID 00056598 only. The property is 4,816.19 square meters (1+acre) and currently zoned single family (R1B) and designated for HIGH DENSITY residential uses. The property was designated in the Municipal Plan, as a future High-density residential area because it is located in close proximity to several major commercial uses (Canadian Tire and Sobeys), and Hampton Road. A high-density residential land use located adjacent to Hampton Road promotes pedestrian connectivity and ease of access for future residents. The proximity to Rothesay's commercial areas reduces sprawl and creates a more walkable neighbourhood.

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

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

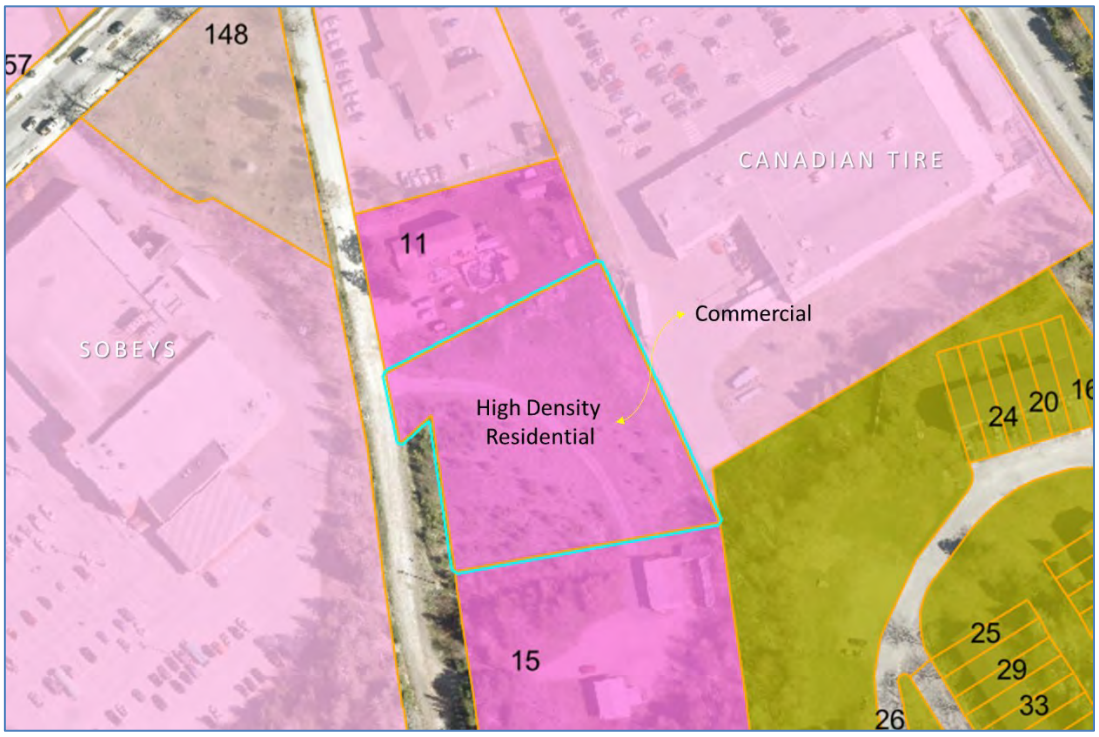


Figure 5 - Site Location High Density Residential and Adjacent Commercial Designation (see footnote 1)

ROTHESAY MUNICIPAL PLAN POLICY HDR-4 High-density Residential:

COUNCIL SHALL:

Consider that High-density Residential (R6) development may be appropriate **throughout the Commercial Designation**[1], and may consider multi-unit dwellings through the re-zoning and development agreement process where such development demonstrates compliance with the following requirements:

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

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

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

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

e) Underground parking is provided;

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

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

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

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

POLICY ANALYSIS:

POLICY HDR-4	STAFF COMMENT
Subject lands are adjacent to or in close proximity to collector or arterial streets and transit routes;	The proposed building is located 100-150 meters from Hampton Road with access Chapel Road. A traffic impact statement was prepared to determine any additional traffic enhancement or requirements.
The maximum density does not exceed 100 square meters of land per apartment unit;	The property has a total area of 4,816.19 square meters in area and proposed density at 48 units does not exceed 100 square meters of land per apartment unit. The applicant intends to provide accessible or affordable housing as per Policy R-1 and R-2 of the Municipal Plan.

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

Subject lands are adequate in size relative to the intensity and scale of the proposed land development;	The proposed building would be located in a mixed-use development area containing major commercial uses and a variety of medium and low-density residential uses. The site shares a property boundary with Canadian Tire and is near the back of the Sobeys grocery store. The nearest low density property is 11 Holland Drive and the homes along Chapel Road beginning at 19 & 22 Chapel Road.
The subject lands do not exceed 1 acre in total area (or 40 apartment units);	As noted the land has a total area of 4,816.19 sq. m. exceeding the (4000 sq.m) 1-acre cap. Therefore, Council can only consider one building for the 40-apartment unit limit on density. Notwithstanding, the 40-unit max density the applicant intends to make use of Policy R-1 and R-2 that permit Council to consider an increase in density by 2 percent for every apartment unit meeting affordability standards or constructed as an accessible unit with a max increase of 8 units (20%). The proposal is for a mix of market rentals and approximately 20% affordable units (current plan is 8 affordable units).
Underground parking is provided;	The proposal includes underground parking with 30 spaces and 37 outdoor surface parking spaces. The total number of parking spaces would be more than required by the zoning by-law calculated at 1.25 spaces per apartment unit.
Require the developer provide a technical wind and shadow study, to be completed by a certified professional, to ensure the proposed development does not generate excessive wind or cast a shadow on abutting properties or public road right-of-way that would detract from the quality, enjoyment, or use of the space.	The developer has not provided a technical shadow study of the proposed building; however, the previous shadow study of a six story building would indicate that a shorter four story building would not create excessive shadows on the adjacent properties.
Require the developer to complete a traffic impact assessment for the proposed development on the surrounding area completed by a qualified transportation engineer or other technical specialist;	Staff have reviewed the traffic study and have made recommendations for capital improvements to be included in the development agreement.
Excellence in site design best practices addressing features such as Crime Prevention through Environmental Design (CPTED) principles, urban design, and high quality landscaping; and	Staff note that because the proposed building would share a property boundary with a large commercial parking lot it will be very important to define property lines with landscaping and fencing such that commercial customers are clear about the private property.

A building design of high quality that is consistent with community values and architectural best practices.	Staff believe that the proposed building in this mixed-use neighbourhood achieves good design as the scale, bulk and height of the building is appropriate to the existing or desired future character of Hampton Road and surrounding buildings.

DEVELOPMENT AGREEMENT:

Staff will prepare a development agreement for the PAC's review before the public hearing and for Council consideration. 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;**	Staff have made recommendations for capital improvements to be borne by the developer and included in the development agreement.
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 municipal facilities are adequate for the proposed development.
4)	**The adequacy of road networks leading to or within the development; and**	Staff have reviewed the traffic study and have made recommendations for capital improvements to be included in the development agreement.
5)	**The potential for damage or destruction of designated historic building and sites.**	There are no historic building 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 multi-unit residential is a compatible use with the surrounding businesses
1.	**Type of use;**	The multi-unit residential is a compatible use with the surrounding businesses.
2.	**Height, bulk and lot coverage of any proposed building;**	The height of the building is still being reviewed; however, the volume and lot coverage does not conflict with nearby land uses.
3.	**Traffic generation, access to and egress from the site, and parking; open storage; and**	Staff have reviewed the traffic study and have made recommendations for capital improvements to be included in the development agreement.
4.	**Signage.**	No commercial signage is requested.

C. That the proposed development is suitable in terms of the steepness of grades, soil and geological conditions, proximity to watercourses, or wetlands and lands that are vulnerable to flooding.	The site is suitable for development and will be subject to geotechnical approval during the building permit approval process,

TRAFFIC:
In June 2021 a Traffic Impact Statement was completed by Englobe in support of the previous Holland Hills development application which included a total of 96 residential units. The previously completed study concluded that the increased traffic generated by the proposed development would not have negative impacts on the surrounding road network. Although the traffic study has not been re-done for this revised proposal, it is reasonable to extrapolate that with the total unit count being decreased by 48 units, the traffic impact on the surrounding road network will only be further reduced. The previously completed Traffic Impact Study has been included with this new development application (Attachment A).

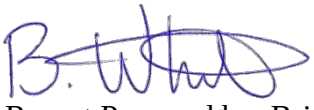
Staff did previously review the submitted Traffic Impact Statement and included a clause within the 2021 development agreement that secures a capital cost contribution toward signalization should Rothesay proceed with a capital project to improve the intersection of Marr and Chapel; and a new sidewalk connection along Chapel Road between the proposed development and the existing sidewalk facilities on Chapel Road south of Parkdale Avenue.

POLLING:
Staff sent a polling notification letter to surrounding property owners and did receive several inquiries and written submissions. The primary concern relates to increased traffic and traffic safety. Several specific suggestions to address traffic were made such as the addition of stop signs at Parkdale and Chapel, and traffic lights at Marr and Chapel. (See Attached polling results)

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

> The Rothesay Planning Advisory Committee HEREBY recommends that Rothesay Council schedule a public hearing to consider rezoning the lands located off Holland Drive (PID 00056598) from Single Family Residential – Standard Zone [R1B] to Multi-Unit Residential (R4) to allow for the development of a 48-unit apartment building subject to the execution of a Development Agreement.

Attachment A Development Application



Report Prepared by: Brian L. White, MCIP, RPP
Date: Friday, March 31, 2023

POLLING RESULTS

24 Shadowhill Court
Rothesay, NB
E2E 3M3

Brian L. White, MCIP, RPP
Director of Planning and Development Services,
Rothesay, NB
E2E 5L5

March 27, 2023

Dear Mr. White:

Ref: Rezoning Holland Drive

Thank you for the information you distributed concerning the above matter.

Both my wife and I are fully in favour of the proposed development of a phased multi-unit residential development beginning with a single four story 48-unit apartment building off Holland Drive.

We, however, have two concerns, the first being that there should not be any vehicular access from Hampton Road to the proposed project. We presume that access to the project will be by the extension of Holland Drive, which will connect with Chapel Road at the top of the hill. We are definitely in favour of continuing pedestrian access along Holland Drive to Hampton Road from Chapel Road at the top of the hill.

Our second concern is that there will definitely be a set of traffic lights installed at the corner of Marr Road and Chapel Road, prior to the completion of the project currently under way on the site by the Legion and Bayview Credit Union.

Thank you for giving us the opportunity to give you our feedback on this project.

24 Shadowhill Court

Hello Brian

This is follow up email to the one I previously sent.

We received another letter in the mail today regarding the purposed re zoning of Holland Drive.
The difference with this letter is that it clearly identifies a 3 phase approach. I don't believe the first letter we received depicted that properly.

It appears that this proposal has been change from the original of 2 – 6 story buildings (which was already declined by council) to 2 – 4 story buildings (which was already declined by council) to what now appears to be the possibility of 3 – 4 story buildings???

- If 2-4 story buildings were already declined … why would council even consider approving 3 – 4 story buildings ?

I hope that the totality of the proposed finished project is what is voted on not just Phase 1 .. then back to council to get phase 2 approved then back to council to get phase 3 approved.

On the surface it seems as though Mr. Baskin is playing games by suggesting a 3 phases approach to get his project approved.

In the end there will still be 3 buildings – 4 stories. This development cannot go through it does not belong in our neighborhood.

Sincerely,

30 Scribner Crescent

Hello Brian,

I hope this finds you well.

Me and my family reside/own 30 Scribner Crescent, Rothesay NB, E2E 3N9

I know the following :

1. The first version of this proposal was 2 – 6 story buildings back in 2021.
- This was declined by council
- Mr. Baskin was not allowed to revisit until 12 months had passed unless he changed the proposal.

2. Mr. Baskin's changed the proposal to reflect 2 – 4 story buildings and brought it to council inside the 12 months.
- This was declined by council for a 2nd time

3. Here we are with Mr. Baskin's 3rd kick at the can.
- The wording in the notification is very deceiving: phased multi-unit residential development beginning with a single 4 story building

i. Beginning ? What does that mean? Does that mean a 2nd building is planned – which would make it the same as proposal #2

4. Also, if I am not mistaken and although in a different spot and a different developer this past Feb 2023 Council rejected a similar construction type form Andrew McKay regarding a 3 story 27-unit building along Hampton Road.
- The Andrew McKay proposal was smaller building than the Holland Drive proposal.

- This development even at a 4-story building will have a direct impact to my family, neighbours and the town of Rothesay.
  - It will have a direct impact on our property values
  - It opens the door to the possibility of more high-rise style buildings plunked in the middle of our established family home neighbourhoods
  - We will lose our sese of home community
  - Loss of privacy in our backyards.

- I have extra special interest with this proposal because the development will quite literally be in my back yard.
  - The proposal to develop / build is directly against my property line
  - We would lose the green / privacy space that we so much enjoy.
  - It would change / limit the way that we use our space.

If I wanted to look at high rise apartment building, I would have remained living within the city limits of Saint John. These types of projects do not belong in established neighborhoods, it belongs in an area where there would be buildings of like kind / like living.

Please accept this email as my family's formal vote against this project moving forward.

Thank You for your time and I trust this will be added as part of the public meeting to be held on Monday, April 3rd, 2023

If you have any questions / would like to discuss further, please contact me.

30 Scribner Crescent

Brian,

I am sending you our original objections from the first application (which is basically are same as what is now being proposed).

It is still the same number of units and our worry will still be the same as stated below. There is also another apartment building being constructed at the Chapel/ Marr Rd. junction which will only increase traffic flow. This area is so congested now you will need traffic lights every 100 metres.

Regards,
21 Chapel Road.

----- Forwarded Message -----

Dear Sir,

My wife and I would like to object to the application for two 48 apt. buildings too be built off Holland drive, later to be named Chapel road.

All traffic from the apts. would be channeled up towards the south end of Chapel to intersect with the Marr road. Anyone trying to turn left during peak periods would be backed up without some change to the current system. I cannot believe that having a turn light would slow traffic more than without.

At the north end of Chapel is where it will effect house nos. 19, 22, 21 and 23. There driveways are very close to the existing end of Chapel Rd. (especially Nos. 19 and 22) this will now become a blind hill with cars coming over this hill at speed. Scribner crescent has a stop sign but 90% of people never actually stop. My wife and I will be very fearful of exiting our driveway especially when winter arrives. Our conclusion is that this area is an accident waiting to happen, something would have to be put in place to control this junction.

As for the Ped. Crossing we have the same fears as stated above, Dark mornings, blind hill, people rushing to work and school buses.

These are our concerns if this application goes through, personally we feel that there is no need for any more apt. buildings at this time.

Regards,

21 Chapel Road
Rothesay

ROTHESAY

Subject Property: PIDs 00056598, 00056614, 00065094

2023May15PublicHearingRollandDriveFINAL_060

0 5 10 20 30 40
Metres

N

1:1,121

Date: 2021-10-15

Rothesay

70 Hampton Road, Rothesay, NB, E2E 5L5 (506) 848-6600 Fax (506) 848-6677
E-mail: rothesay@rothesay.ca Web site: www.rothesay.ca

Planning Advisory Committee Application Form

Application Number:	Approval Date:	Fee:

Contact Information:

Applicant:	A.C. Baskin Investments Inc	**Owner:**	Andrew Baskin
Mail. Address:	63 Jenkins Drive, Quispamsis	**Mail. Address:**	63 Jenkins Drive, Quispamsis
Postal Code:	E2E 0J6	**Postal Code:**	E2E 0J6
Home Phone:		**Home Phone:**	
Work Phone:		**Work Phone:**	
Cell Phone:	506-977-2444	**Cell Phone:**	506-977-2444
Fax Number:		**Fax Number:**	
Email:	andrew@andrewbaskin.com	**Email:**	andrew@andrewbaskin.com

Development Information:

Property Location: 11, 15, 17 Holland Drive, Rothesay **Property Identification No. (PID):** 00056598, 00065094, 00056614

Proposal Description: *(Please refer to the Development Guide specific to your application)*

4 Storey (48-unit) multi-unit residential building and related infrastructure. Proposed Zoning By-Law Amendment: R1B to R4

Attach additional sheet(s) if necessary

Additional Plans:

Dimensioned Site Plan	Must show all existing and proposed lines, the location and nature of any easements, rights-of-way, etc, all existing and proposed building and extensions thereto (including accessory buildings), and the required building setbacks from the property lines
Building Floor Plan and Elevations	Applications involving buildings must include dimensioned floor plans and building elevations (heights) for all sides of the building
Other Plans	Additional plans and information, as deemed necessary by the Development Officer, may be required in order to verify a proposal's conformity to the Municipal Plan and Zoning by-Law

All records in the custody and 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. The collection of personal information on this form is for the purpose of issuing, renewing and/or administering a PAC Application.
Collection is authorized in accordance with Town By-Laws and/or Legislation and may be subject to disclosure under the provisions of the *Right to Information and Protection of Privacy Act, supra.* Any questions regarding the collection of this information can be directed to the Rothesay Town Clerk, 70 Hampton Road, Rothesay, NB E2E 5L5 (506-848-6664).

Applicant's Signature _____ **Owner's Signature** _____ **Date** _____

Property Information:

Plan Designation: _____ **Zoning:** _____

Application For: *(For Internal use only)*

Municipal Plan Amendment ($1200)

Zoning By-law Amendment ($1500)

Dvlpt Agrmt Amendment ($800)

Use ($250)

Variance(s) ($250)

Subdivision (as per Subdivision By-law)

Pit and Quarry ($1000)

Other

Notes: _____

Development Officer's Signature _____ **Date** _____

February 16, 2023

Mayor Grant & Members of Rothesay Council
70 Hampton Rd
Rothesay, NB
E2E 5Y2

CC: Brian White, Development Officer

Via Email

RE: Holland Hills Proposed Development – Revised Development Application – February 2023

Dear Mayor Grant and members of Council,

On behalf of our client, A.C. Baskin Investments – we at Engineering By Houghton ("EBH") and the rest of the project team have prepared a revised development application for the Holland Hills residential development that was previously brought before the Rothesay Planning Advisory Committee and Town Council in the Fall and Winter of 2021.

We appreciate the consideration given to the previous application by Town staff, members of PAC, and Council. Although the outcome was not what we had hoped for, we understand your responsibility to do what you believe is in the best interest of the residents of the town of Rothesay and for that reason we respect your decision. We listened and have reflected on the feedback provided by PAC, Council, and Town residents during the Public Hearing process and have prepared a revised plan for the development that addresses the concerns we heard.

The proposed changes to the development proposal include the following:

Original Development Application	Current Development Application
3 PIDs Re-Zoned	3 PID Re-Zoned
2 Buildings	1 Building
6 Storey Buildings	4 Storey Building
96 Total Units	48 Total Units

During the original development application process some of the primary concerns that were brought up regarding the proposed development included:

1. Building height and its impacts on adjacent properties
2. Increased vehicular traffic
3. Fire protection for the proposed building

This current development proposal will address these concerns in the following ways:

1. The building height will be decreased to four storeys and has been moved to the furthest PID down the hill adjacent to the Canadian Tire and Sobeys stores. This will maintain maximum privacy for the residents of Scribner and Hillsview Crescent.
2. The initial development proposal included a Traffic Impact Study which concluded that the increased traffic generated by the proposed development (96 Units proposed at the time) would not have negative impacts on the surrounding road network. Although the traffic study has not been re-done for this revised proposal, it is reasonable to extrapolate that with the total unit count being decreased by 50%, the traffic impacts on the surrounding road network will only be further reduced. However, we also understand that outside of the

engineering analysis of the traffic impacts created by the development, there is concern from local residents with regards to more vehicles using the local streets causing disruption to their neighborhood – and this is an understandable concern.

When higher density development is proposed in an existing neighborhood, the typical perception and feared scenario is, for example, 96 units equates to at least 96 extra vehicles all trying to get out at the same time in the morning, and all returning at the same time in the evening. However, years of data collection by the Institute of Transportation Engineers (ITE) provides trip generation rates for various types of development that indicate this is not the reality.

As indicated in the Traffic Impact Assessment prepared by Englobe for the original proposal, the proposed 96 units would have generated a total of 35 vehicle trips (in and out) during the morning peak hour (rush hour), and 42 total trips during the afternoon peak hour (evening commute). If we scale these numbers back using the same ratio for 48 units, this results in approximately 18 total trips during the morning rush and 21 trips during the evening commute. This equates to on average one vehicle every 3 minutes and 20 seconds, and one vehicle every 2 minutes and 50 seconds respectively. When considered in this manner, the increased vehicle trips generated by the development isn't quite the significant disruption that would be initially perceived.

3. The proposed 4-storey building is in line with numerous existing multi-unit residential buildings in the town of Rothesay that are currently protected by the KVFD. The proposed building will be designed and constructed in accordance with all National Building Code and Fire Code requirements.

The proposed building will be 4-storeys, 48-units with a gross footprint of approximately 17,000 square feet. It will include a mix of 3-bedroom, 2-bedroom, and 1-bedroom units and a mix of market rentals and approximately 20% affordable units (current plan is 8 affordable units).

The proposed development will include the extension of the complete streetscape of Chapel Road to Holland Drive concluding with a designed cul-de-sac at the development property. The Chapel Road to Holland Drive connection is identified in the Town's *Active Transportation Master Plan* as a "Secondary Active Transportation (AT) Roadway Corridor" who's intent is to provide pedestrian and cyclist connection between the two "Primary AT Corridors" of Marr Road and Hampton Road, as well as provide connectivity from existing large residential areas to the Town's commercial areas. The street extension being completed by this proposed development will essentially complete this AT connection and establish a valuable piece of AT infrastructure which will be an asset to the neighbourhood and the Town as a whole.

In order to construct a properly sized cul-de-sac, a portion of the private property will need to be transferred to the Town as additional street right-of-way. Additionally, a small section of existing street right-of-way may be stop-up-and-closed to create a "cleaner" land assembly at the development location given the current atypical street right-of-way configuration. This detail is up for discussion with Town staff and can be considered as a condition of the development at the Town's discretion.

The development proposal requires a Zoning By-Law Amendment from the current zoning of R1B to R4. Three variances to the Zoning By-Law are requested with the application:

- A variance to allow parking in the front of the building,
- A variance to allow parking within the front yard setback,
- A variance to allow parking in the required parking side-yard setback (property currently owned by the Developer),
- And a height variance for the peaked roof portion of the building from the maximum 15m to 16.4m.

Thank you very much for your consideration of this revised application for the Holland Hills development. We look forward to presenting this development application to Rothesay Planning Advisory Committee and Common Council.

If there are any questions regarding the application, please don't hesitate to contact us.

Best Regards,

Jacob Kilpatrick
Civil Engineering Lead
Engineering By Houghton
506-607-0709
jacob@ebyh.ca

SCHEMATIC SUMMARY

LOT INFO	
PID	56598
Physical Address	15 Holland Dv. Rothesay, NB
Lot Area	4 816.2 m² / 51 841.0 ft²
Current Zoning	R1B
Proposed Zoning	R4
Required Green Space	N/R
Proposed Green Space	Show on Site Plan
Max Lot Coverage	35 % (1 685.7 m² / 18 144.4 ft²)
Amenity Space Required	N/R
Amenity Space	N/R

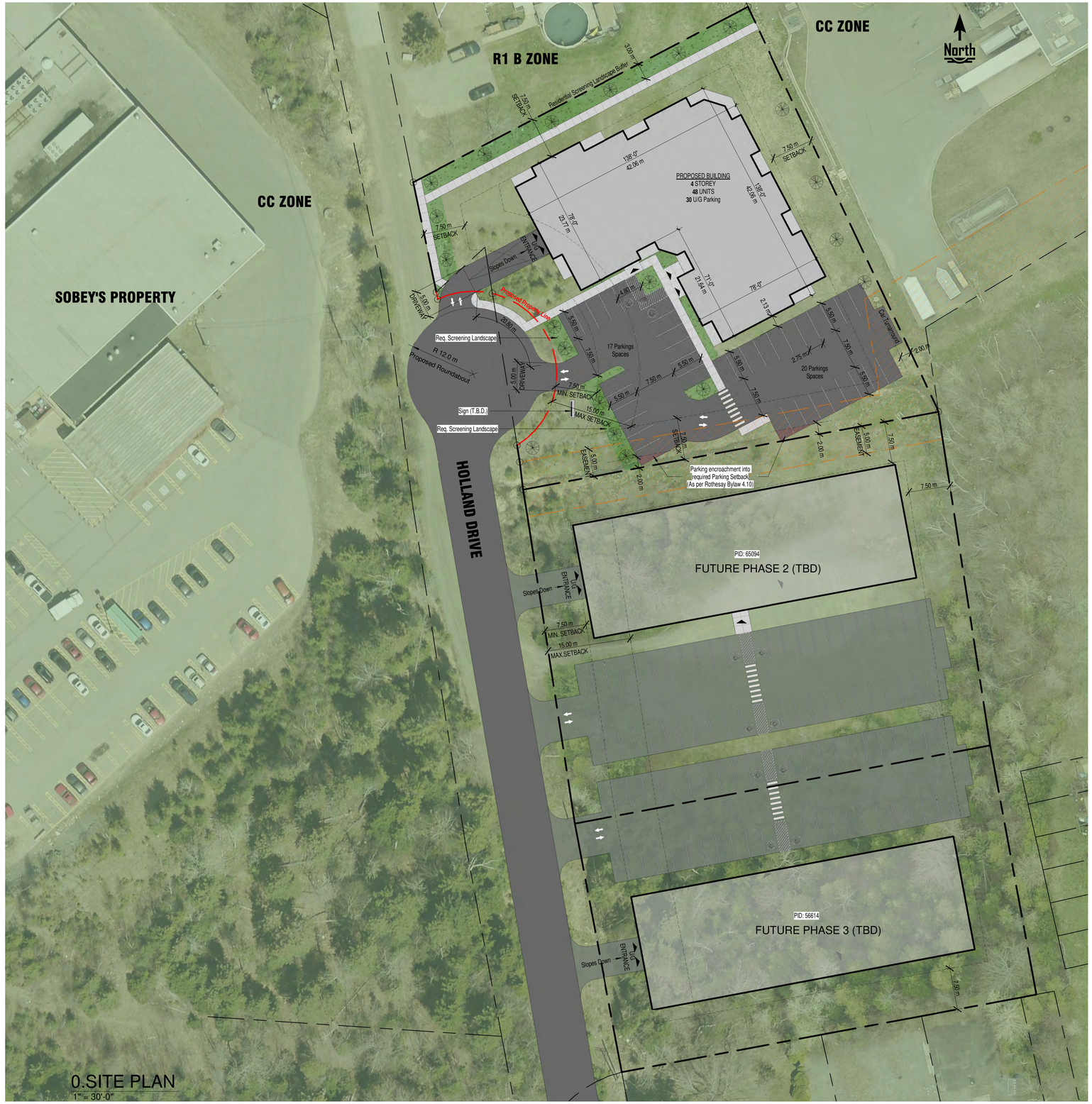
PARKING	
Required Parking	63.6 = 64
Required Parking Ratio / Unit	Rothesay By Law 5.6.3 Table 1
Required Bicycle Parking	NR
Surface Parking	37
Underground Parking	30
Barrier Free Parking	3 (1 Inside)
Total Parking	67
Total Parking Ratio / Unit	1.5
Bicycle Parking	-
Interior Parking Landscape %	-

BUILDING INFO	
Building Footprint	1 314.6 m² / 14 149.8 ft² (27.3%)
Storeys	4
Building Height	Refer To Elevations
Max Allowable Height	15.0 m
Construction	Concrete U/G & Wood
Total Residential Units	48
Building Clasification NBC	3.2.2.50 (No Firewall Req.)
Min. Geodetic Elevation	T.B.D.
Garbage Solution	Inside (U/G)

MATERIAL	
Material Requirement 1	-
Material Requirement 2	-
Material Requirement 3	-

REQUIRED VARIENCE	
Variance 1	Building Heigth
Variance 2	Parking in a Required Front Yard (Rothesay ByLaw 4.10.parking.a)
Variance 3	Parking in the front of the building (Rothesay ByLaw 5.6.6.a)
Variance 4	Parking encroachment into required Parking Setback (As per Rothesay Bylaw 4.10)

Disclaimer: This preliminary schematic site plan is based on site information provided by the client, or found on a public domain. This site plan is a graphical representation which approximates the size, configuration and location of features. This plan is not intended to be used for legal descriptions or to calculate exact dimensions or areas. Several yet unknown factors may affect the functionality of this site plan, including existing topography, service easements, soil conditions, etc.



0.SITE PLAN
1" = 30'-0"

"Not For Construction"

ISSUE	DESCRIPTION	DATE
01	-	-

Rev.#	Description	Date

Stamp:

Architectural Consultant:
spitfire ARCHITECTURE

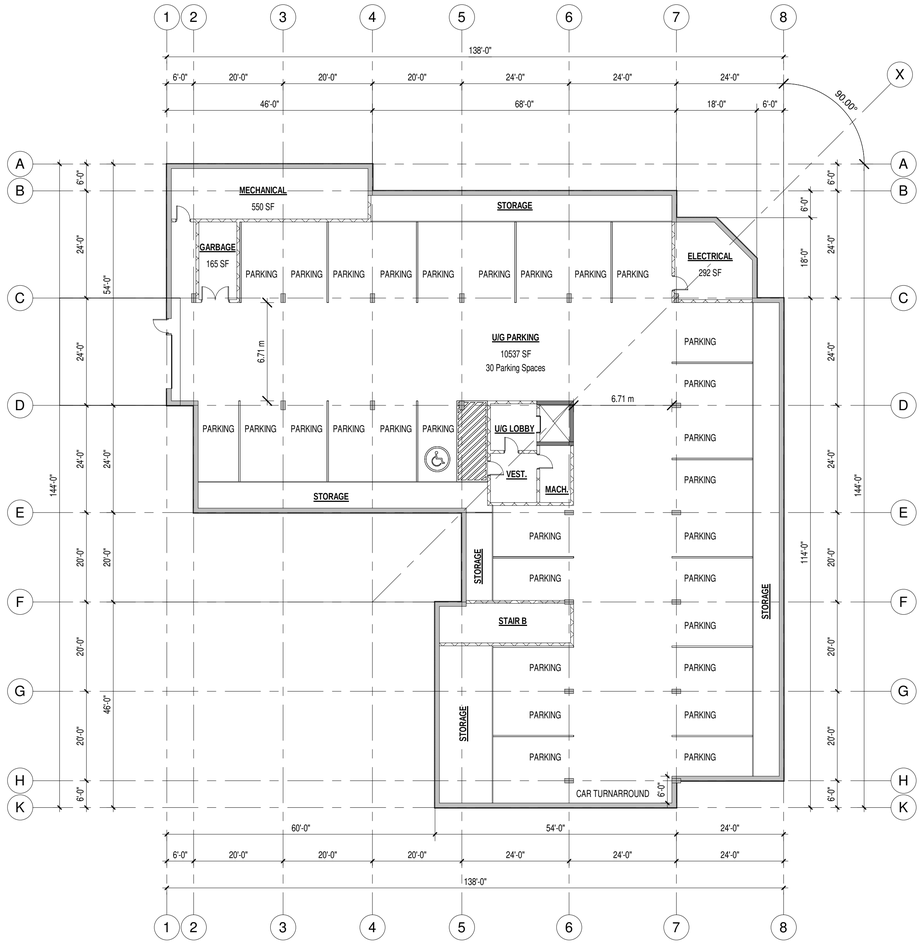
Architectural Designer:
spitfire DESIGN CO.
171 Lutz Street, Moncton, NB E1C 5E8
Bus: (506) 855-3777 Cell: (506) 312-2777 eMail: denis@spitfiredesign.ca

Client:
Invest in US Inc.

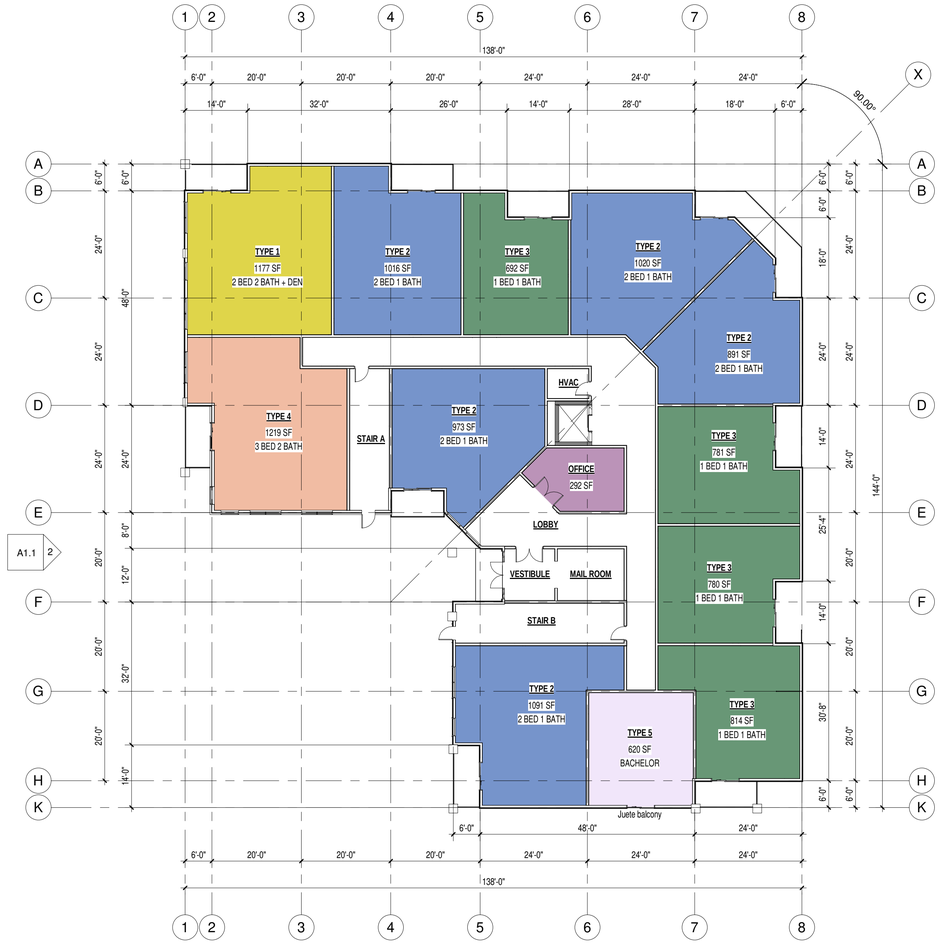
Project:
The Hills of Hooland Drv.
15 Holland Dr., Rothesay NB

Drawing Title:
SITE PLAN

Date:	21 Feb, 2023		
Checked by:	J.P.		
Drawn by:	A.R.R.	Revision:	-
Scale:	AS NOTED		
Sheet:	A0.2	Flight no:	4339



0F - T/FTG
1/16" = 1'-0"



1F
1/16" = 1'-0"

SUITE BREAKDOWN			
Name	Comments	Average Area	Count
TYPE 1	2 BED 2 BATH + DEN	1180 SF	7
TYPE 2	2 BED 1 BATH	890 SF	17
TYPE 3	1 BED 1 BATH	690 SF	13
TYPE 4	3 BED 2 BATH	1210 SF	7
TYPE 5	BACHELOR	620 SF	1
TYPE BF	2 BED 1 BATH	970 SF	3

Grand total: 48

"Not For Construction"

ISSUE	DESCRIPTION	DATE
01	-	-

Rev.#	Description	Date

Stamp:

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spitfire ARCHITECTURE

Architectural Designer:
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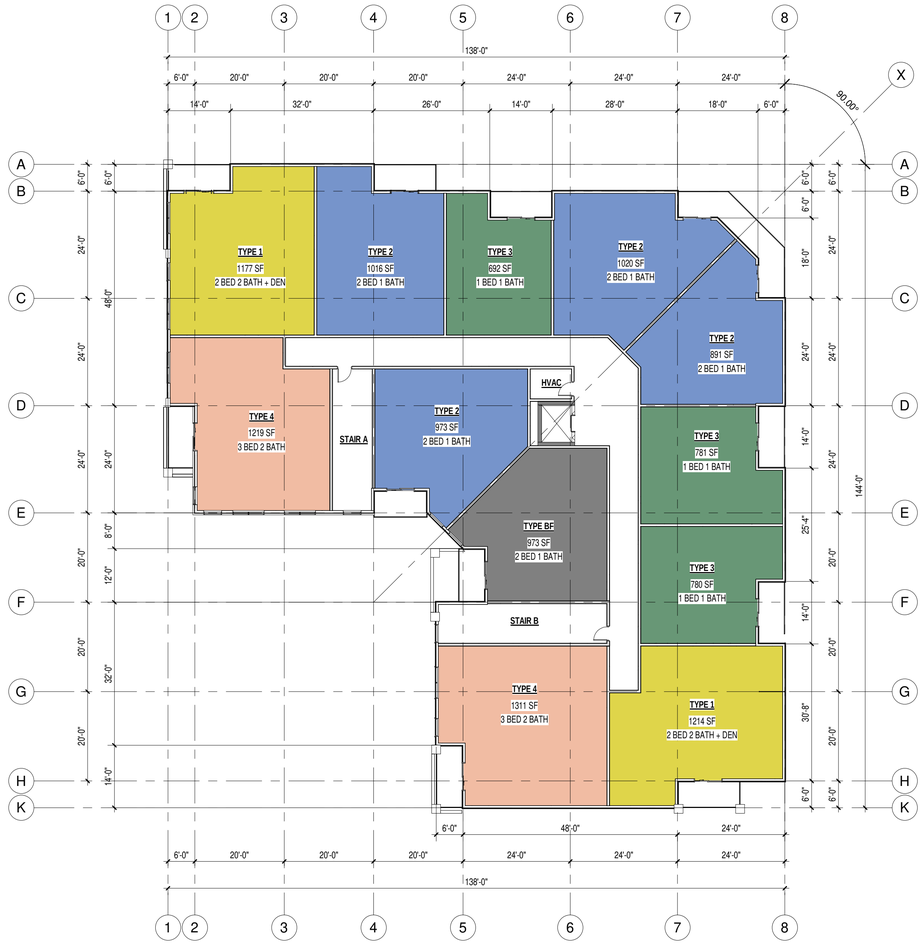
171 Lutz Street, Moncton, NB E1C 5E8
Bus: (506) 855-3777 Cell: (506) 312-2777 eMail: denis@spitfiredesign.ca

Client:
Invest in US Inc.

Project:
The Hills of Hooland Drv.
15 Holland Dr., Rothesay NB

Drawing Title:
U/G - 1F

Date:	21 Feb, 2023
Checked by:	J.P.
Drawn by:	A.R.R.
Revision:	-
Scale:	AS NOTED
Sheet:	A1.0
Flight no:	4339



2F-4F
1/16" = 1'-0"

WEST ELEVATION
1/16" = 1'-0"

MATERIALS:

EXACT MATERIAL COLORS AS PER OWNER

M1 - FIBER CEMENT PANELS (White)
M2 - FIBER CEMENT PANELS (Black)
M3 - FIBER CEMENT PLANKS (White)
M4 - MASONRY STONE
M5 - WOOD FINISH FEATURE

SUITE BREAKDOWN PER FLOOR

Name	Comments	Area	Level	Count
1F				
TYPE 1	2 BED 2 BATH + DEN	1180 SF	1F	1
TYPE 2	2 BED 1 BATH	890 SF	1F	5
TYPE 3	1 BED 1 BATH	690 SF	1F	4
TYPE 4	3 BED 2 BATH	1220 SF	1F	1
TYPE 5	BACHELOR	620 SF	1F	1
1F: 12				
2F				
TYPE 1	2 BED 2 BATH + DEN	1180 SF	2F	2
TYPE 2	2 BED 1 BATH	890 SF	2F	4
TYPE 3	1 BED 1 BATH	690 SF	2F	3
TYPE 4	3 BED 2 BATH	1220 SF	2F	2
TYPE BF	2 BED 1 BATH	970 SF	2F	1
2F: 12				
3F				
TYPE 1	2 BED 2 BATH + DEN	1180 SF	3F	2
TYPE 2	2 BED 1 BATH	890 SF	3F	4
TYPE 3	1 BED 1 BATH	690 SF	3F	3
TYPE 4	3 BED 2 BATH	1210 SF	3F	2
TYPE BF	2 BED 1 BATH	970 SF	3F	1
3F: 12				
4F				
TYPE 1	2 BED 2 BATH + DEN	1180 SF	4F	2
TYPE 2	2 BED 1 BATH	890 SF	4F	4
TYPE 3	1 BED 1 BATH	690 SF	4F	3
TYPE 4	3 BED 2 BATH	1210 SF	4F	2
TYPE BF	2 BED 1 BATH	970 SF	4F	1
4F: 12				
Grand total: 48				

"Not For Construction"

ISSUE	DESCRIPTION	DATE
01	-	-

Rev.#	Description	Date

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spitfire ARCHITECTURE

Architectural Designer:

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Bus: (506) 855-3777 Cell: (506) 312-2777 eMail: denis@spitfiredesign.ca

Client:

Invest in US Inc.

Project:

The Hills of Hooland Drv.

15 Holland Dr., Rothesay NB

Drawing Title:

2F-4F / ELEVATIONS

Date:	21 Feb, 2023		
Checked by:	J.P.		
Drawn by:	A.R.R.	Revision:	-
Scale:	AS NOTED		
Sheet:	A1.1	Flight no:	4339

Disclaimer: This preliminary schematic site plan shows preliminary Trees.
The final Species and dimensions of trees and vegetation are T.B.D. with the city

LANDSCAPING
1/16" = 1'-0"

"Not For Construction"

ISSUE	DESCRIPTION	DATE
01	-	-

Rev.#	Description	Date

Stamp:

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spitfire ARCHITECTURE

Architectural Designer:
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171 Lutz Street, Moncton, NB E1C 5E8
Bus: (506) 855-3777 Cell: (506) 312-2777 eMail: denis@spitfiredesign.ca

Client:
Invest in US Inc.

Project:
The Hills of Hooland Drv.
15 Holland Dr., Rothesay NB

Drawing Title:
LANDSCAPE

Date:	21 Feb, 2023
Checked by:	J.P.
Drawn by:	A.R.R.
Revision:	-
Scale:	AS NOTED
Sheet:	A1.2
Flight no:	4339


15
HOLLAND DIRV

ENGINEERING by HOUGHTON

February 16, 2023

Planning & Development Services
Attn: Brian White
Rothesay
70 Hampton Road
Rothesay, NB

Re: Holland Hills Proposed Development – Storm Water Statement

Engineering by Houghton ("EBH") has been engaged by A.C. Baskin Investments to provide civil engineering services related to the proposed multi-unit residential development at 11 Holland Drive (PID00056598) in Rothesay, NB. The proposed development is called "Holland Hills".

The proposed development will include storm water quality and quantity management infrastructure including storage ponds, underground infiltration and storage chambers, and environmental treatment structures.

The intention of the storm water management system is to have no adverse effects on the surrounding and downstream infrastructure and properties. This will be achieved by attenuating the post development storm water discharge to be equal to or less than the pre-development discharge, therefore having a net-zero impact to the surrounding infrastructure.

If you have any questions or concerns about the information provided in this statement, please do not hesitate to contact the undersigned.

Kind Regards,

Daniel Houghton, P.Eng
President
Engineering by Houghton

ENGINEERING by HOUGHTON

February 16, 2023

Planning & Development Services
Attn: Brian White
Rothesay
70 Hampton Road
Rothesay, NB

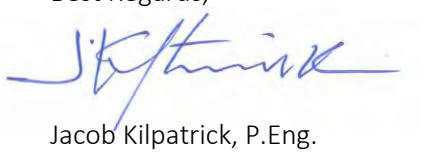
Via Email

RE: Holland Hills Proposed Development – Water Capacity Study – Revised Application

The following water capacity study was completed for the previous Holland Hills Development application which included two 48-unit, 6-storey buildings. Based on the findings of the previous study, we can reasonably conclude that the Town's existing water distribution system has adequate capacity to service the proposed single, 4-storey, 48-unit building.

If you have any questions please contact the undersigned.

Best Regards,



Jacob Kilpatrick, P.Eng.
Civil Engineering Lead
Engineering By Houghton
506-607-0709
jacob@ebyh.ca

ENGINEERING by HOUGHTON

November 1st, 2021

Planning & Development Services
Attn: Brian White
Rothesay
70 Hampton Road
Rothesay, NB

Via Email

RE: Holland Hills Proposed Development – Water Capacity Study

Mr. White;

The purpose of this letter is to provide preliminary commentary regarding water demands for the proposed Holland Hills development. As outlined below we have completed fire hydrant flow testing in the vicinity of the development and reviewed the fire flow and peak domestic water demand for the proposed two 48-unit buildings, and the corresponding impacts on the Town's municipal water system.

Existing Municipal Water System

The Town of Rothesay's municipal water system is supplied by a series of drilled wells on the east side of the MacKay Highway near McGuire Road. Water from the wells is treated and pumped to two elevated water tanks that feed the Town via gravity. The water distribution system within the Town is looped such that water supplied from both tanks feeds a common system.

The proposed development site is fed from the north-most tank via a 300mm HDPE/PVC transmission main which crosses the Mackay Highway, connects to Millennium Drive where it reduces to 250mm diameter for the distribution system, which then continues on to Campbell Drive, Chapel Hill Boulevard, Chapel Road, then Holland Drive. This is a dead-end main which terminates at the Canadian Tire on Hampton Road, however the fact that the main is 250mm diameter PVC from Millennium Drive to the site, and the fact that the site is approximately 45 vertical meters below the tank, provides the proposed development with significant available water flow and pressure.

Field Data Collection

On October 26th 2021, the EBH engineer met our fire consultant, JM Fire Consulting, and Town of Rothesay water department staff on site at Holland Drive to complete fire hydrant flow testing in order to verify available flow rates and pressures in the Town's water system at the development site location. A fire hydrant at the bottom of the hill on Holland Drive was used as the flow hydrant and a hydrant near Civic #23 Chapel Road was used to measure residual pressure during the simulated fire flow. The map below indicates the hydrant flow test layout.

ENGINEERING by HOUGHTON

Two flow tests were performed with corresponding pressure drops recorded at the residual hydrant. The Normal Pressure measured at the residual hydrant on Chapel Road was 93 pounds per square inch (psi) and 107psi at the flow hydrant on Holland Drive prior to the simulated fire flow. During the first flow test from the 2.5" nozzle a flow rate of 1250 gallons per minute (gpm) was measured with a residual pressure on Chapel Road of 66psi. During the second flow test from the 4.5" nozzle a flow rate of 2070gpm was measured with a residual pressure on Chapel Road of 40psi. The complete hydrant flow test summary is enclosed with this report.

Fire Flow Requirements

The required fire flow for the proposed buildings was calculated using the *Water Supply for Public Fire Protection – A Guide to Recommended Practice in Canada (2019)* as published by the Fire Underwriters Survey. The required fire flow for any given building is dependent on a number for factors including; the effective floor area of the building, the construction materials used, the type of occupancy, the presence and design of an automatic sprinkler system, and the building's exposure to other nearby buildings. The proposed buildings will be non-combustible construction and will be fully sprinklered which allows reduction factors to be applied to their required fire flow calculations. The required fire flow calculated for each of the proposed Holland Hills buildings is approximately 1620gpm. Based on this projected fire flow value, the approximate residual pressure experienced on Chapel Road would be 55psi which is well within the acceptable threshold of maintaining a minimum 20psi residual pressure in the system during a fire flow scenario.

Based on the normal pressure measured at the flow hydrant (107psi), the estimated top floor elevation of the proposed buildings, and the flow rate available from the municipal water system, it is likely that the sprinkler systems within the buildings will be able operate adequately without the assistance of a fire pump. Calculations will be completed during detailed design to confirm for certain whether a fire pump is required.

ENGINEERING by HOUGHTON

Domestic Water Demand

Estimated peak hour domestic water demand was calculated for the full build out of the development (both buildings) using two methods; one based on the *Atlantic Canada Guidelines for the Supply, Treatment, Storage, Distribution and Operation of Drinking Water Supply Systems* (ACG), and one using an overly conservative assumption of one shower (2.5gpm) running in every unit at the same time. Based on an average of two bedrooms per unit and a total of 96 units, the estimated Peak Hour Demand from the development will be approximately 92gpm using the ACG method, and 240gpm assuming all showers operating at once.

Based on the water system flow vs pressure curve established during the fire hydrant flow test, these demand values at the development site would result in a pressure drop of approximately one psi, and two psi respectively at the residual hydrant on Chapel Road. This result would indicate that the Town's existing water system has adequate capacity to support the expected peak domestic water demand from the proposed development while maintaining adequate operating pressure elsewhere in the system. In addition, preliminary calculations based on these flow rates and the operating pressure measured at the site, pressures on the top floors of the buildings will be well within acceptable range therefore, it is unlikely that a domestic water pump will be required in the buildings.

Further demand calculations will be completed during detailed design for service pipe sizing and additional data will be provided to the Town at that time.

If you have any questions please contact the undersigned.

Best Regards,

Jacob Kilpatrick, P.Eng.
Civil Engineering Lead
Engineering By Houghton
506-607-0709
jacob@ebyh.ca

ENGINEERING by Houghton
DESIGNED BY EXPERIENCE

November 1st, 2021

Planning & Development Services
Attn: Brian White
Rothesay
70 Hampton Road
Rothesay, NB

Via Email

RE: Holland Hills Proposed Development – Water Capacity Study

Mr. White;

The purpose of this letter is to provide preliminary commentary regarding water demands for the proposed Holland Hills development. As outlined below we have completed fire hydrant flow testing in the vicinity of the development and reviewed the fire flow and peak domestic water demand for the proposed two 48-unit buildings, and the corresponding impacts on the Town's municipal water system.

Existing Municipal Water System

The Town of Rothesay's municipal water system is supplied by a series of drilled wells on the east side of the MacKay Highway near McGuire Road. Water from the wells is treated and pumped to two elevated water tanks that feed the Town via gravity. The water distribution system within the Town is looped such that water supplied from both tanks feeds a common system.

The proposed development site is fed from the north-most tank via a 300mm HDPE/PVC transmission main which crosses the Mackay Highway, connects to Millennium Drive where it reduces to 250mm diameter for the distribution system, which then continues on to Campbell Drive, Chapel Hill Boulevard, Chapel Road, then Holland Drive. This is a dead-end main which terminates at the Canadian Tire on Hampton Road, however the fact that the main is 250mm diameter PVC from Millennium Drive to the site, and the fact that the site is approximately 45 vertical meters below the tank, provides the proposed development with significant available water flow and pressure.

Field Data Collection

On October 26th 2021, the EBH engineer met our fire consultant, JM Fire Consulting, and Town of Rothesay water department staff on site at Holland Drive to complete fire hydrant flow testing in order to verify available flow rates and pressures in the Town's water system at the development site location. A fire hydrant at the bottom of the hill on Holland Drive was used as the flow hydrant and a hydrant near Civic #23 Chapel Road was used to measure residual pressure during the simulated fire flow. The map below indicates the hydrant flow test layout.

Two flow tests were performed with corresponding pressure drops recorded at the residual hydrant. The Normal Pressure measured at the residual hydrant on Chapel Road was 93 pounds per square inch (psi) and 107psi at the flow hydrant on Holland Drive prior to the simulated fire flow. During the first flow test from the 2.5" nozzle a flow rate of 1250 gallons per minute (gpm) was measured with a residual pressure on Chapel Road of 66psi. During the second flow test from the 4.5" nozzle a flow rate of 2070gpm was measured with a residual pressure on Chapel Road of 40psi. The complete hydrant flow test summary is enclosed with this report.

Fire Flow Requirements

The required fire flow for the proposed buildings was calculated using the *Water Supply for Public Fire Protection – A Guide to Recommended Practice in Canada (2019)* as published by the Fire Underwriters Survey. The required fire flow for any given building is dependent on a number for factors including; the effective floor area of the building, the construction materials used, the type of occupancy, the presence and design of an automatic sprinkler system, and the building's exposure to other nearby buildings. The proposed buildings will be non-combustible construction and will be fully sprinklered which allows reduction factors to be applied to their required fire flow calculations. The required fire flow calculated for each of the proposed Holland Hills buildings is approximately 1620gpm. Based on this projected fire flow value, the approximate residual pressure experienced on Chapel Road would be 55psi which is well within the acceptable threshold of maintaining a minimum 20psi residual pressure in the system during a fire flow scenario.

Based on the normal pressure measured at the flow hydrant (107psi), the estimated top floor elevation of the proposed buildings, and the flow rate available from the municipal water system, it is likely that the sprinkler systems within the buildings will be able operate adequately without the assistance of a fire pump. Calculations will be completed during detailed design to confirm for certain whether a fire pump is required.

ENGINEERING by Houghton
DESIGNED BY EXPERIENCE

Domestic Water Demand

Estimated peak hour domestic water demand was calculated for the full build out of the development (both buildings) using two methods; one based on the *Atlantic Canada Guidelines for the Supply, Treatment, Storage, Distribution and Operation of Drinking Water Supply Systems* (ACG), and one using an overly conservative assumption of one shower (2.5gpm) running in every unit at the same time. Based on an average of two bedrooms per unit and a total of 96 units, the estimated Peak Hour Demand from the development will be approximately 92gpm using the ACG method, and 240gpm assuming all showers operating at once.

Based on the water system flow vs pressure curve established during the fire hydrant flow test, these demand values at the development site would result in a pressure drop of approximately one psi, and two psi respectively at the residual hydrant on Chapel Road. This result would indicate that the Town's existing water system has adequate capacity to support the expected peak domestic water demand from the proposed development while maintaining adequate operating pressure elsewhere in the system. In addition, preliminary calculations based on these flow rates and the operating pressure measured at the site, pressures on the top floors of the buildings will be well within acceptable range therefore, it is unlikely that a domestic water pump will be required in the buildings.

Further demand calculations will be completed during detailed design for service pipe sizing and additional data will be provided to the Town at that time.

If you have any questions please contact the undersigned.

Best Regards,

Jacob Kilpatrick, P.Eng.
Civil Engineering Lead
Engineering By Houghton
506-607-0709
jacob@ebyh.ca

J M FIRE CONSULTING

WATER FLOW TEST SUMMARY

Type of Area: **Residential** Property: **New Residential Complex**
Location: **Holland Drive** Test By: **J.A. Maker**
Municipality: **Rothesay, NB** Date: **26-Oct-21**

SYSTEM DATA

Size of Main: **10" 250 mm** Dead End: **X** Two Ways: _____ Loop: ____

Source Reliable: **Yes** If Not, Explain: _____

Comments: **Results in US Gallons,**

TEST DATA

Location of Test Hydrants; Residual: **Chapel Road near Scribner Crescent See Overview Below**

Flow: **Holland Drive near site of Proposed Development See Overview Below**

Normal Pressure: **93 PSI** Time: _____ AM **1:45** PM

107 PSI Normal Pressure at Flow Hydrant location, see broken line on that shows estimated available flow at site.

Test No	No. of Outlets	Orifice Size (IN)	Pitot Reading (PSIG)	Equivalent Flow (GPM)	Total Flow (GPM)	Residual Pressure (PSIG)	Comments
1	1	2 1/2	53	1357	1250	66	
2	1	4 1/2	14.5	2300	2070	40	
3							
4							
5							

Estimate Available Water Supply for Fire Protection and Fire Fighting at 2500 usgpm @ 20 PSI

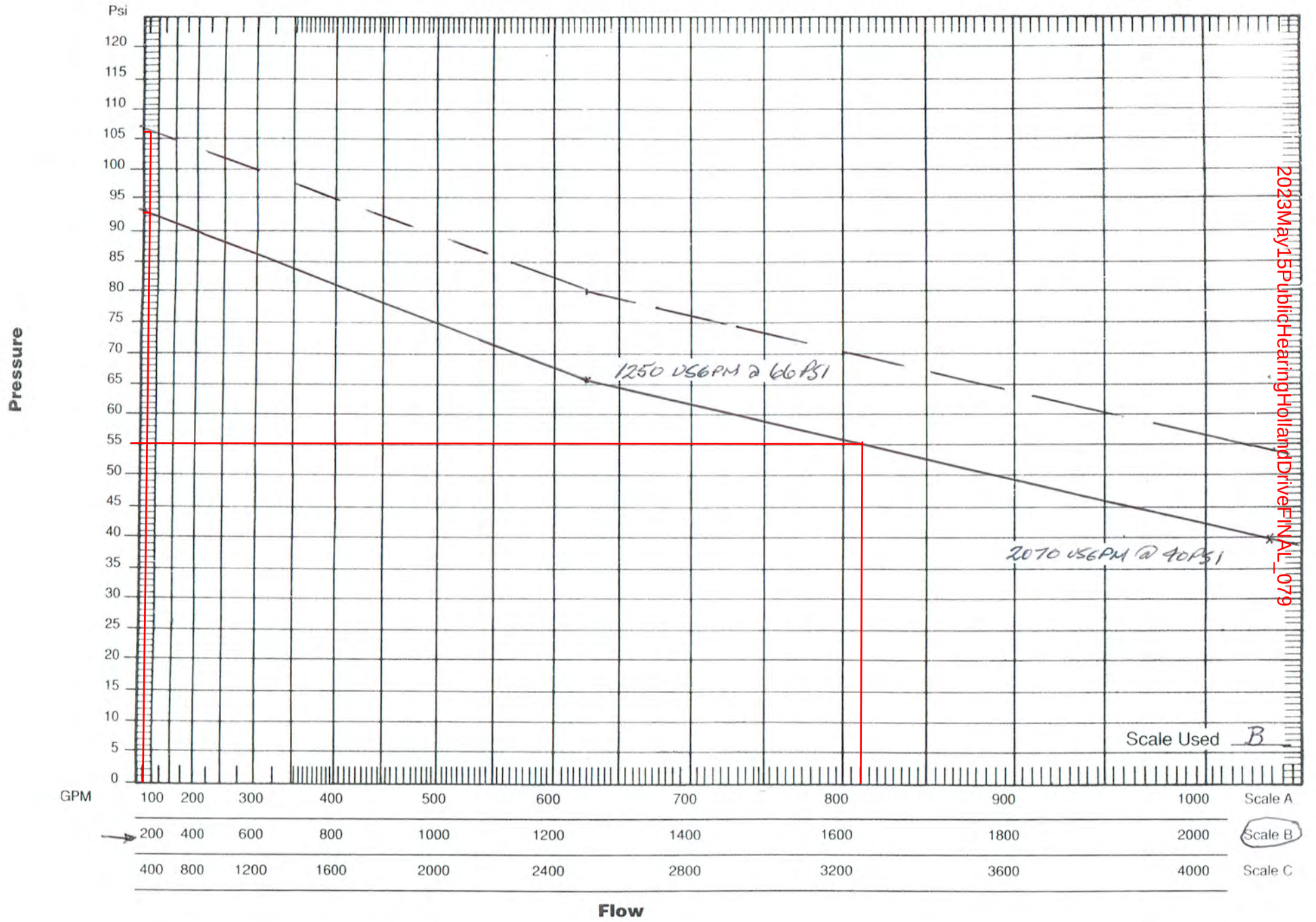
The sole purpose of this ***Water Flow Test*** including any supplemental reports is to provide the requestor with information regarding the available water supplies for sprinkler system design for the particular property and location named. Only the company requesting this information as well as the municipality will receive a copy of this report, and ***J M Fire Consulting*** request that it is kept strictly confidential. This flow test result does not guarantee compliance with any or all standards or any federal, provincial or municipal codes, ordinances or regulations have been met. ***J M Fire*** does not purport to list all conditions at time of test. ***J M Fire*** will not be held responsible to the requestor for any losses or damages, whether consequential or otherwise, however caused, incurred or suffered, as a result of the services being provided.

J M Fire Consulting

Public and Private Fire Protection Services

Water Flow Test Summary

Location HOLLAND DRIVE Municipality ROTHESAY, NB. Date 26 OCT 2021



ENGINEERING by HOUGHTON

February 16, 2023

Planning & Development Services
Attn: Brian White
Rothesay
70 Hampton Road
Rothesay, NB

Via Email

Re: Holland Hills Proposed Development – Traffic Impact Statement – Revised Application

In June 2021 a Traffic Impact Statement was completed by Englobe in support of the previous Holland Hills development application which included a total of 96 residential units. The previously completed study concluded that the increased traffic generated by the proposed development would not have negative impacts on the surrounding road network. Although the traffic study has not been re-done for this revised proposal, it is reasonable to extrapolate that with the total unit count being decreased by 48 units, the traffic impacts on the surrounding road network will only be further reduced.

The previously completed Traffic Impact Study has been included with this new development application.

If you have any questions please contact the undersigned.

Best Regards,

Jacob Kilpatrick
Civil Engineering Lead
Engineering By Houghton
506-607-0709
jacob@ebyh.ca

Englobe
englobecorp.com

HOLLAND DRIVE APARTMENTS
TRAFFIC IMPACT STATEMENT

Traffic Impact Study
Proj. No.2105753

June 4, 2021
Revision No.: 0

Engineering by Houghton

Prepared by:

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

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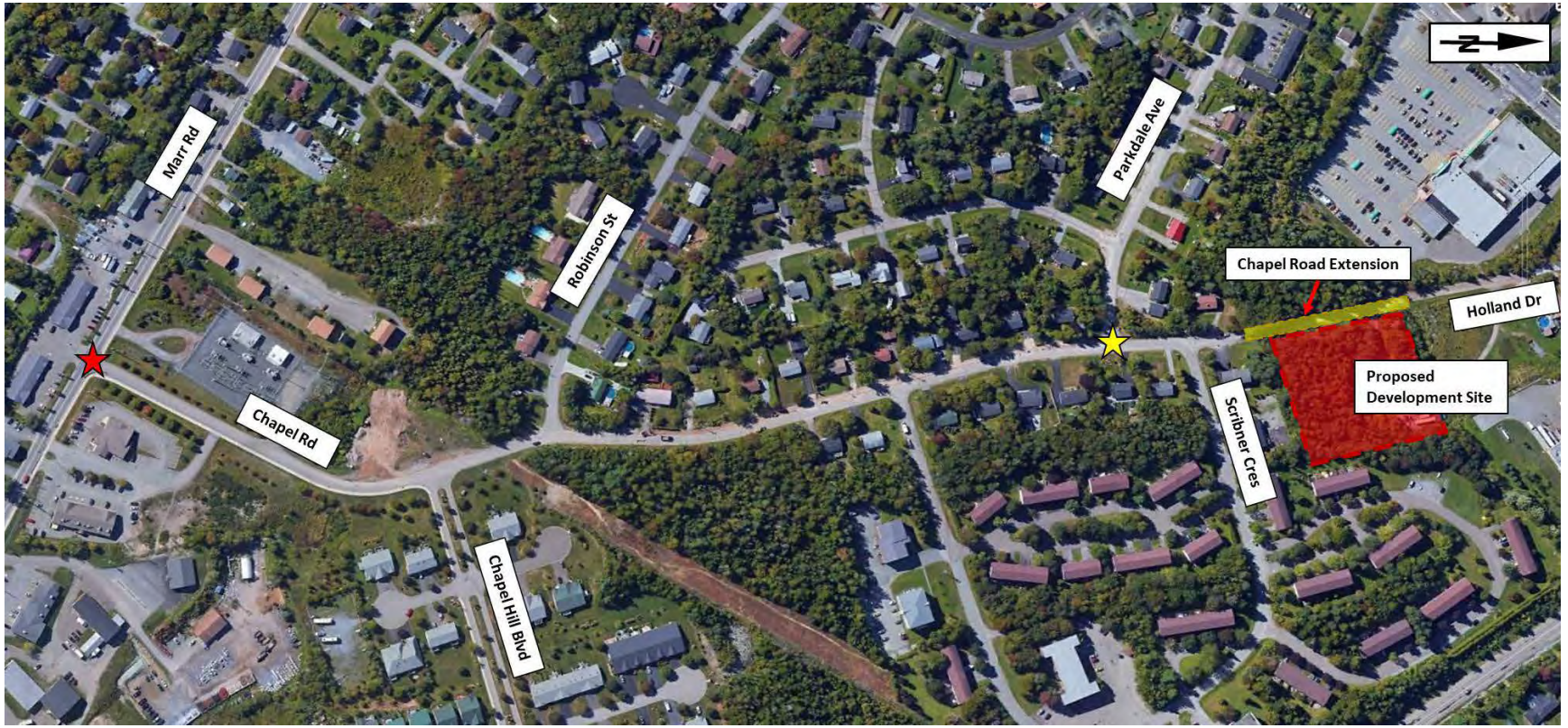
1 INTRODUCTION

1.1 PROJECT BACKGROUND

A new residential development has been proposed on Holland Drive in the Town of Rothesay. The development will consist of two 6-storey, 48-unit apartment buildings as well as a surface parking lot. Each building will include four levels of residential dwelling units and two levels of underground parking. The proposed development site plan, which is included in Appendix A, shows 184 parking spaces, including 86 surface level spaces and 98 underground spaces (24 spaces per level in each building). The plan also includes 12 barrier free spaces – 4 at surface level and 8 underground. The proposed development will include 4 accesses that will connect to a northern extension of Chapel Road. Two of the accesses will provide access to the surface level parking lot and the bottom level of underground parking in each building, and the two remaining accesses will provide access to the second level of underground parking in each building. Development traffic will be directed from the Chapel Road extension onto Chapel Road, where it's expected that most traffic will continue south to Marr Road, while some traffic will use Parkdale Avenue to connect with Hampton Road. Although the civic address of the development will officially be on Holland Drive, access to Holland Drive will not be permitted from the development site as the road will be cut off immediately north of the development.

As part of the development approval process, the Town of Rothesay requires that a Traffic Impact Statement (TIS) be completed for this development. The primary concern is how the development will impact traffic at the intersection of Marr Road and Chapel Road and whether traffic signals will be warranted at the intersection with the additional development traffic. Engineering by Houghton, the primary engineering consultant representing the developer, has retained Englobe Corp. to complete this TIS. The Study Area for this TIS includes the intersections of Marr Road and Chapel Road, Parkdale Avenue and Chapel Road, as well as the proposed development, as shown in Figure 1.

Figure 1 – Study Area



1.2 STUDY TASKS

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

- Englobe staff visited the Study Area to review existing conditions;
- Existing traffic data for the intersection of Marr Road and Chapel Road that were collected by Englobe in April 2021 were reviewed;
    - A 1.0 % annual growth rate was applied to these traffic volumes to estimate the future (2028) background traffic volumes for the intersection. 2028 represents the 5-year horizon period beyond the anticipated full build-out of the development;
- Traffic volumes were collected at the intersection of Parkdale Avenue and Chapel Road to determine existing traffic distributions in the area;
- Level of Service (LOS) analyses were completed for the existing and future traffic conditions at the Chapel Road and Marr Road intersection without the development in place;
- ITE Trip Generation rates were used to estimate the amount of traffic that will be generated by the new development. These were added to the background traffic volumes based on the existing traffic distributions at Parkdale Avenue / Chapel Road to estimate the 2028 traffic volumes with the development in place;
- LOS analyses were completed for the 2028 future conditions at the Chapel Road and Marr Road intersection with full build out of the development. These were completed for the intersection under the existing stop-control and under signal-control;
- A review of pedestrian connectivity in the area of the proposed development was completed; and
- The methodology, findings, and recommendations of the TIS were documented in this written report.

1.3 HORIZON YEAR

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

2 INFORMATION GATHERING

2.1 STREET AND DEVELOPMENT CHARACTERISTICS

Chapel Road is a collector road that is oriented in the north-south direction and has an AADT that ranges between 600 vehicles/day on its north end and 1,500 vehicles/day on its south end. It features one lane in each direction and has a speed limit of 40 km/h. Chapel Road features a sidewalk along the east side of the street from Marr Road to Chapel Hills Boulevard and along the west side of the street from Chapel Hills Boulevard to Parkdale Avenue. North of Parkdale Avenue, no sidewalk is provided. Narrow gravel shoulders extend along the sides of the street where sidewalks are not present.

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

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

2.2 TRAFFIC DATA AND COVID ADJUSTMENTS

Traffic volumes were collected by the Study Team at the intersection of Marr Road and Chapel Road as part of a separate study on Monday, April 26th 2021. These data, which were collected during the AM and PM peak periods, were used for the analysis in this study. The traffic count data are provided in Appendix B.

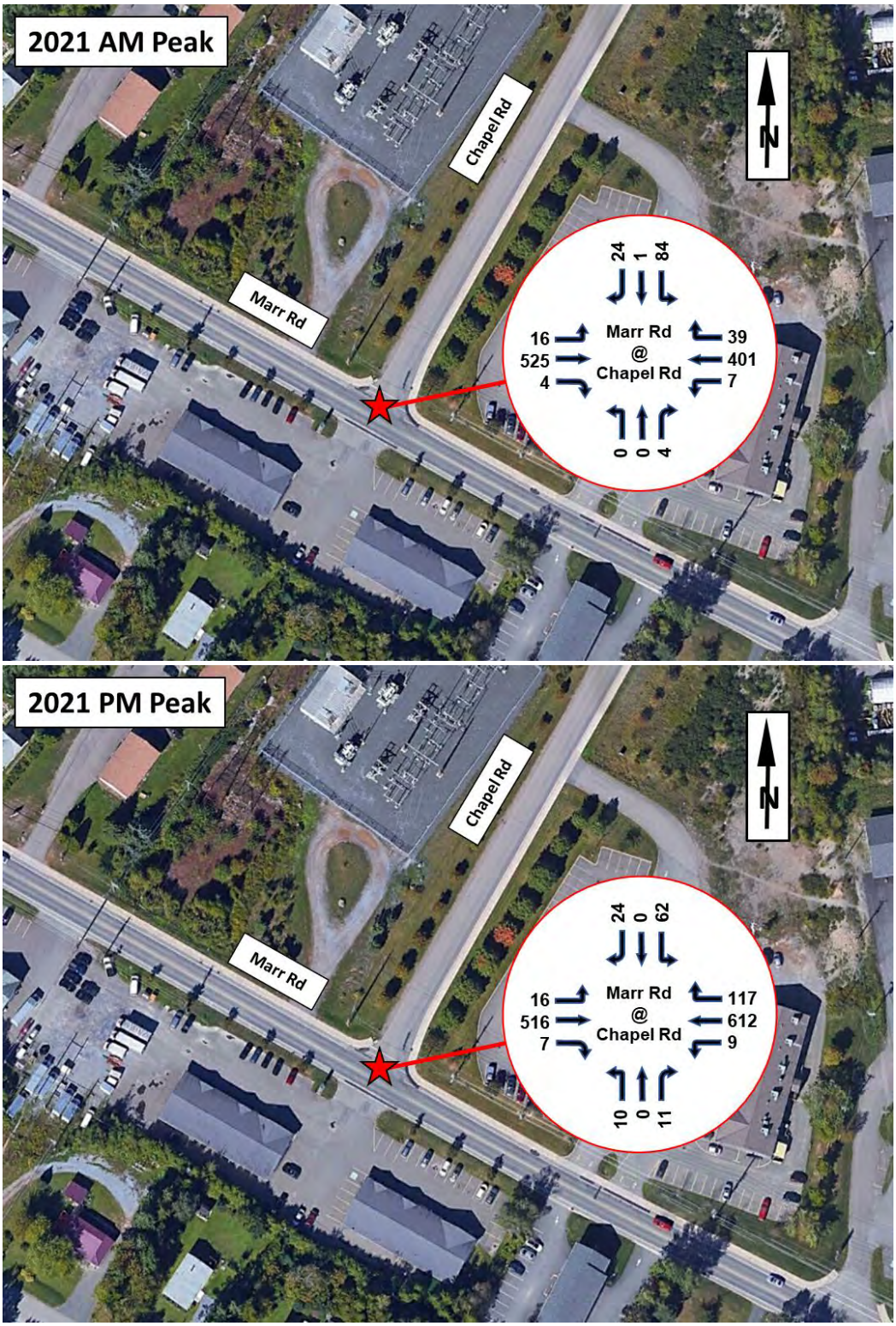
Since traffic patterns have decreased as a result of the current COVID-19 pandemic, the Study Team determined that the traffic count data used in this study should be adjusted to better represent typical traffic volumes under normal conditions. Adjustment factors that were developed by the Study Team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

Table 1 – COVID-19 Adjustment Factors

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

The adjustment factors were applied to the peak hour volumes at the intersection of Marr Road / Chapel Road. The adjusted 2021 AM and PM background traffic volume estimates are shown in Figure 2.

Figure 2 – 2021 Background Peak Hour Volumes



3 EXISTING LEVEL OF SERVICE

A Level of Service (LOS) analysis was completed for the existing and future (2028) traffic conditions at the intersection of Marr Road and Chapel Road. The findings are discussed in this section.

3.1 LEVEL OF SERVICE CRITERIA

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

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

Table 2 – Intersection Level of Service Criteria

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

3.2 EXISTING LOS ANALYSIS

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

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

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

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

3.3 FUTURE BACKGROUND LOS ANALYSIS

A LOS analysis was completed for the future 2028 background traffic volumes at the intersection of Marr Road and Chapel Road. The peak hour traffic volumes for the 2028 horizon year were estimated by applying an annual growth rate of 1.0 % to the 2021 background traffic volumes and adding traffic volumes that will be generated by another new development in the area. A traffic study, which was completed by the Study Team in April 2021, reviewed traffic impacts of a new residential development which will be located on Chapel Road. Thhis development will add 10 and 13 vehicles to the intersection of Marr Road / Chapel Road during the AM and PM peak periods, respectively.

The future background LOS results indicate that the delay for the southbound approach at the Marr Road / Chapel Road intersection will increase by 15 – 30 seconds per vehicle as a result of the background traffic growth; however, both movements will remain well below capacity and the intersection will continue to operate efficiently overall.

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

Table 3 – Background LOS Results

Intersection			Overall LOS, Delay (sec/veh)	Turning Movement LOS Average Delay (seconds per vehicle) [Volume to Capacity Ratio (v/c)] 95th Percentile Queue (m)											
				Eastbound			Westbound			Northbound			Southbound		
East-West Street @ North-South Street	Traffic Control	Time Period		L	T	R	L	T	R	L	T	R	L	T	R
2021 Exiting LOS Results															
Marr Road @ Chapel Road	STOP	AM Peak	LOS A 3.8	Shared	A 0.4 [0.02] <1	Shared	Shared	A 0.2 [0.01] <1	Shared	Shared	B 11.9 [0.01] <1	Shared	Shared -	E 35.0 [0.50] 20	Shared
		PM Peak	LOS A 4.0	Shared	A 0.5 [0.02] <1	Shared	Shared	A 0.2 [0.01] <1	Shared	Shared	C 24.8 [0.11] 3	Shared	Shared	F 52.5 [0.56] 23	Shared
2028 Background LOS Results															
Marr Road @ Chapel Road	STOP	AM Peak	LOS A 5.6	Shared	A 0.5 [0.02] <1	Shared	Shared	A 0.3 [0.01] <1	Shared	Shared	B 12.3 [0.01] <1	Shared	Shared -	E 49.7 [0.65] 31	Shared
		PM Peak	LOS A 6.3	Shared	A 0.6 [0.02] <1	Shared	Shared	A 0.3 [0.01] <1	Shared	Shared	D 28.2 [0.13] 4	Shared	Shared	F 83.2 [0.74] 35	Shared

4 DEVELOPMENT TRAFFIC GENERATION

4.1 TRAFFIC GENERATION AND ASSIGNMENT

Trip generation rates for the proposed development were estimated using the ITE TripGen Web-based App, which is based on the 10th Edition of the Institute of Transportation Engineer's (ITE) *Trip Generation Manual*. Engineering by Houghton provided information regarding the size and type of development that is planned. The proposed development will consist of two 6-storey buildings with a total of 96 dwelling units (48 per building).

ITE Land Use #221 (Multifamily Housing – Mid-Rise) was used to generate trips for the development. The resulting vehicle trip generation is shown in **Table 4**. It was assumed that all of these trips would be made by motor vehicle as that would represent a conservative approach in estimating traffic generation.

Table 4 - Traffic Generation for the Proposed Development

Development	Size	AM Peak Hour			PM Peak Hour			Daily Total
		In	Out	Total	In	Out	Total	
Multifamily Housing - Mid-Rise (ITE Land Use #221)	96 Dwelling Units	9	26	35	26	16	42	522

The development traffic was assigned to Chapel Road and to the intersection of Marr Road / Chapel Road based on the existing traffic volume distributions at the Parkdale Avenue / Chapel Road intersection. The traffic assignments are shown in **Figure 3**.

The peak hour traffic volumes for the 2028 horizon year were estimated by adding the traffic generated by the development to the 2028 background traffic volumes discussed in **Section 3**. The 2028 traffic volumes at the intersection of Marr Road / Chapel Road with the development in place are shown in **Figure 4**.

Figure 3 – Development Traffic Assignments

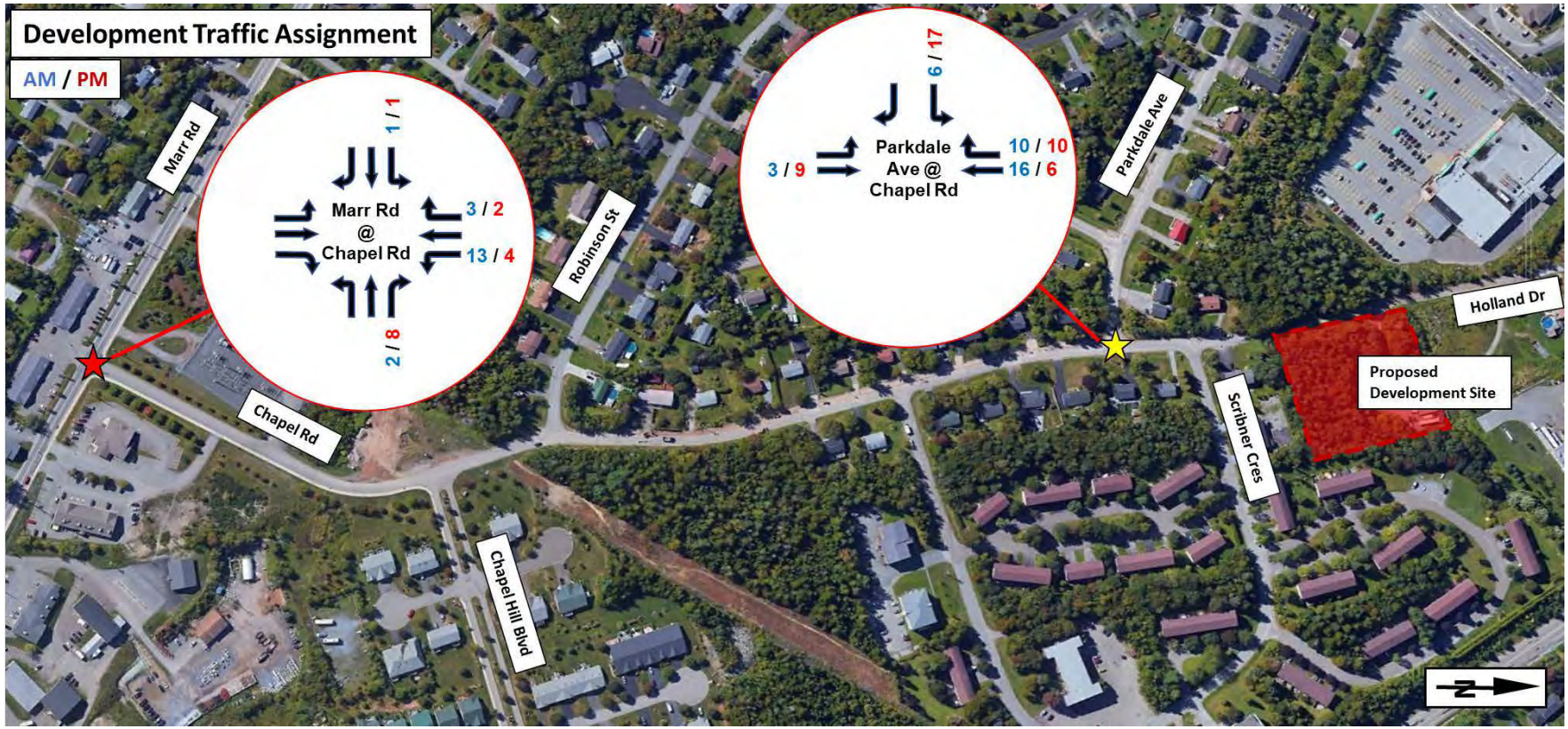
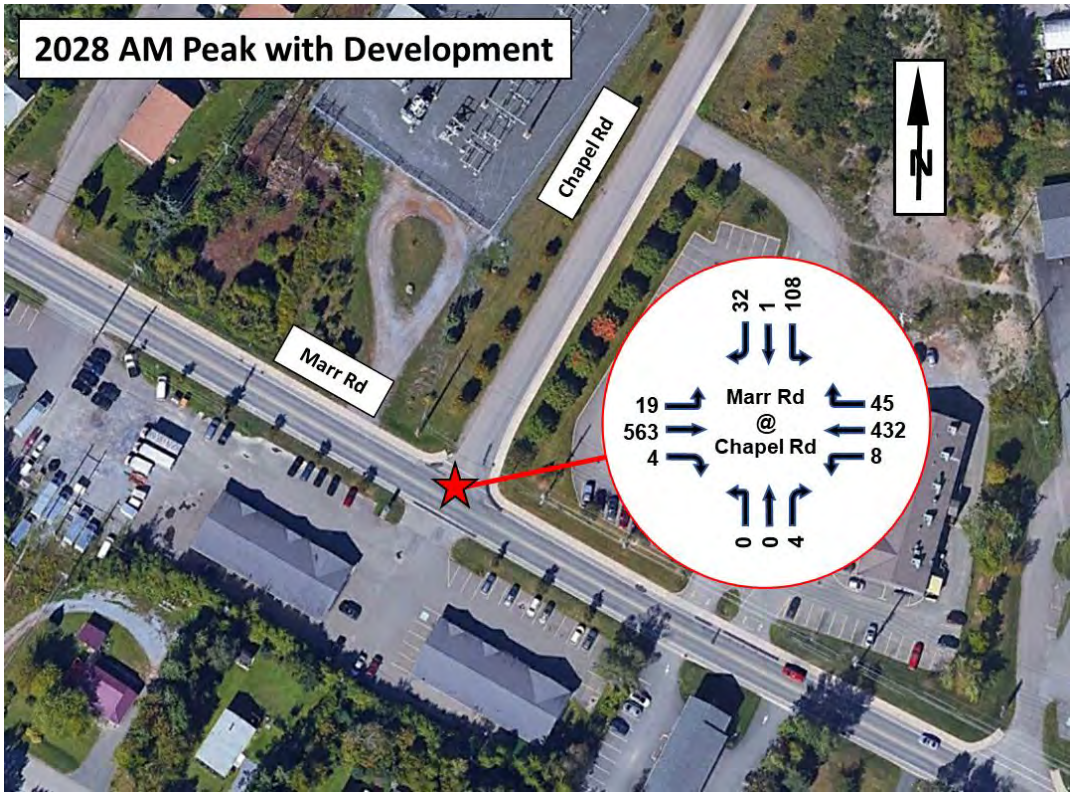
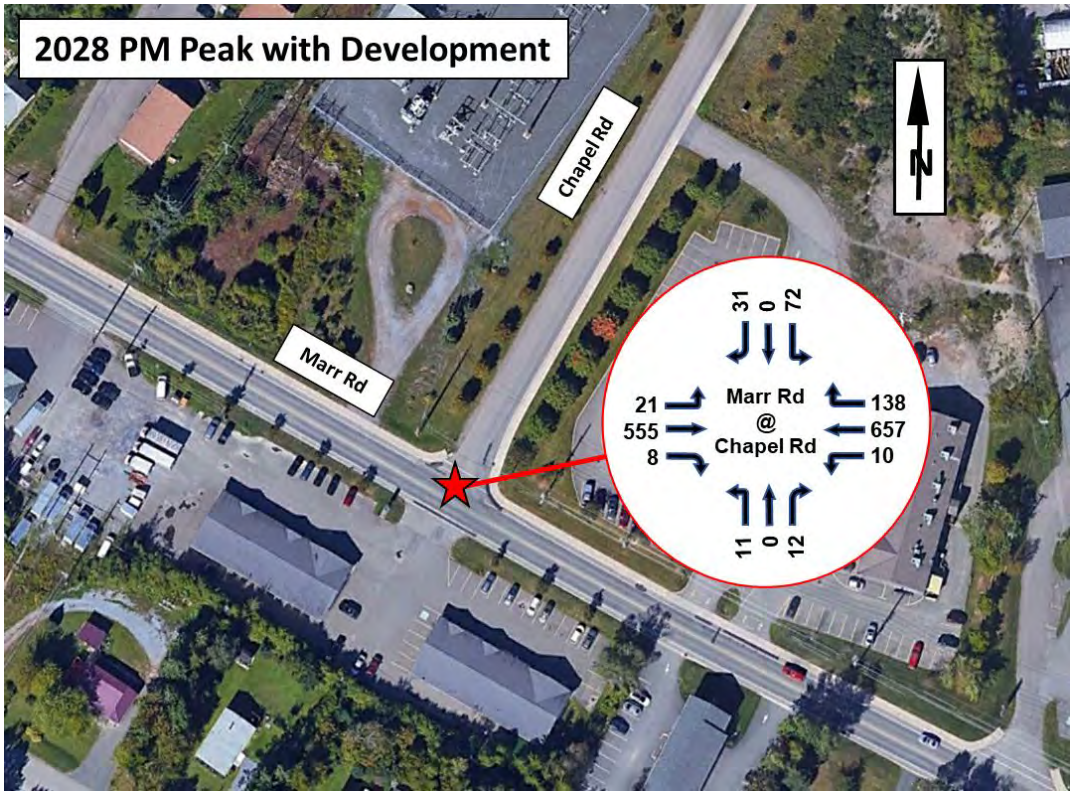


Figure 4 – 2028 Peak Hour Traffic Volumes with Development in Place





5 LOS ANALYSIS WITH DEVELOPMENT

A Level of Service (LOS) analysis was completed for the 2028 traffic conditions at the Marr Road / Chapel Road intersection with the proposed residential development in place. The analysis was performed for the current intersection configuration (i.e. stop controlled) and with traffic signal control.

5.1 2028 STOP CONTROL WITH DEVELOPMENT

The 2028 LOS results for the intersection of Marr Road / Chapel Road under stop-control with the development in place are summarized as follows:

- In 2028, the Marr Road / Chapel Road intersection would operate efficiently at an overall LOS A during both peak periods.
- The southbound approach would operate at LOS F with v/c ratios of 0.74 and 0.79 during the AM and PM peak periods, respectively.
- All other movements at Marr Road / Chapel Road would operate efficiently with a LOS D or better during both peak periods.

The LOS results indicate that, in 2028 with the additional development traffic, the delays at the southbound approach are expected to be approximately 10 seconds higher than the 2028 background condition; however, the approach will remain below capacity. This is not uncommon at stop control intersections where the traffic volumes on the major street are much higher than the volumes on the minor street. The overall intersection delay and LOS are expected to remain acceptable up to 5 years beyond the anticipated full build-out.

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

5.2 2028 TRAFFIC SIGNAL WITH DEVELOPMENT

A LOS analysis was completed for the future 2028 traffic condition at the intersection of Marr Road / Chapel Road under traffic signal control with the development in place. The results indicate that adding traffic signals at the intersection would result in higher overall delays when compared to the 2028 LOS results with the intersection under the existing stop control. Traffic at the Marr Road approaches would experience higher delays, while traffic at the Chapel Road approach would experience lower delays.

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

Table 5 – 2028 LOS with Development

Intersection			Overall LOS, Delay (sec/veh)	Turning Movement LOS Average Delay (seconds per vehicle) [Volume to Capacity Ratio (v/c)] 95th Percentile Queue (m)											
				Eastbound			Westbound			Northbound			Southbound		
East-West Street @ North-South Street	Traffic Control	Time Period		L	T	R	L	T	R	L	T	R	L	T	R
Stop-Controlled															
Marr Road @ Chapel Road	STOP	AM Peak	LOS A 7.4	Shared	A 0.5 [0.02] <1	Shared	Shared	A 0.3 [0.01] <1	Shared	Shared	B 12.3 [0.01] <1	Shared	Shared	**F** **60.2** **[0.74]** **39**	Shared
		PM Peak	LOS A 7.2	Shared	A 0.7 [0.03] <1	Shared	Shared	A 0.3 [0.01] <1	Shared	Shared	D 30.1 [0.15] 4	Shared	Shared	**F** **92.4** **[0.79]** **39**	Shared
Signalized															
Marr Road @ Chapel Road		AM Peak	LOS A 8.9	Shared	A 8.4 [0.52] 63	Shared	Shared	A 7.2 [0.43] 47	Shared	Shared	A 0.0 [0.01] <1	Shared	Shared	B 16.7 [0.44] 22	Shared
		PM Peak	LOS A 8.5	Shared	A 6.2 [0.47] 53	Shared	Shared	A 8.8 [0.64] 92	Shared	Shared	A 8.5 [0.09] 5	Shared	Shared	B 18.7 [0.39] 18	Shared

6 TRAFFIC SIGNAL WARRANT

The Study Team completed a traffic signal warrant using the TAC methodology, which is documented in the *Traffic Signal and Pedestrian Signal Head Warrant Handbook (2014)*. The methodology considers the following intersection characteristics:

- Six-hour turning movement and pedestrian volumes covering the AM, Noon, and PM peaks;
- Intersection geometry (lane configurations, spacing, right-turn slip lanes, etc.);
- Adjacent land uses (schools, mobility challenged citizens, senior citizen complexes, etc.);
- Distance of nearest upstream traffic signals;
- Population of community;
- Location within the community (central business district, etc.); and
- Percentage of heavy vehicles.

The TAC methodology determines the need for a traffic signal based on a priority point system using the characteristics described above. Each characteristic contributes toward the justification of a traffic signal. If the signal warrant generates 100 points or more then traffic signals are typically warranted.

Traffic signal warrants were completed for the intersection of Marr Road and Chapel Road for the 2028 background condition without the development in place, the 2028 future condition with the development traffic distributed between Parkdale Avenue and Chapel Road, and the 2028 traffic condition with all of the development traffic travelling south on Chapel Road and through the Marr Road / Chapel Road intersection. The signal warrant results are summarized in **Table 6**.

Table 6 – Traffic Signal Warrant Results

Traffic Condition	Traffic Signal Warrant Score
2028 without Development	51
2028 with Development Traffic, Distributed	58
2028 with Development Traffic, All	63

Warrant scores of 51, 58 and 63 points were achieved for the 2028 horizon year without the development, with the development traffic distributed, and with all the development traffic, respectively. **The signal warrant results show that, in 2028, a traffic signal will not be warranted at the intersection of Marr Road / Chapel Road regardless of the new development and how its traffic is distributed**. The signal warrant worksheets are provided in **Appendix D**.

7 PEDESTRIAN ACCESS

The Study Team completed a review of the existing pedestrian infrastructure near the proposed development site. Chapel Road currently features a 1.7 m wide monolithic concrete sidewalk along the east side of the street from Marr Road to Chapel Hill Boulevard. At Chapel Hill Boulevard, the sidewalk moves to the opposite side of the street. A monolithic sidewalk extends along the west side of the street from Chapel Hill Boulevard to Parkdale Avenue. North of Parkdale Avenue, Chapel Road does not feature sidewalk.

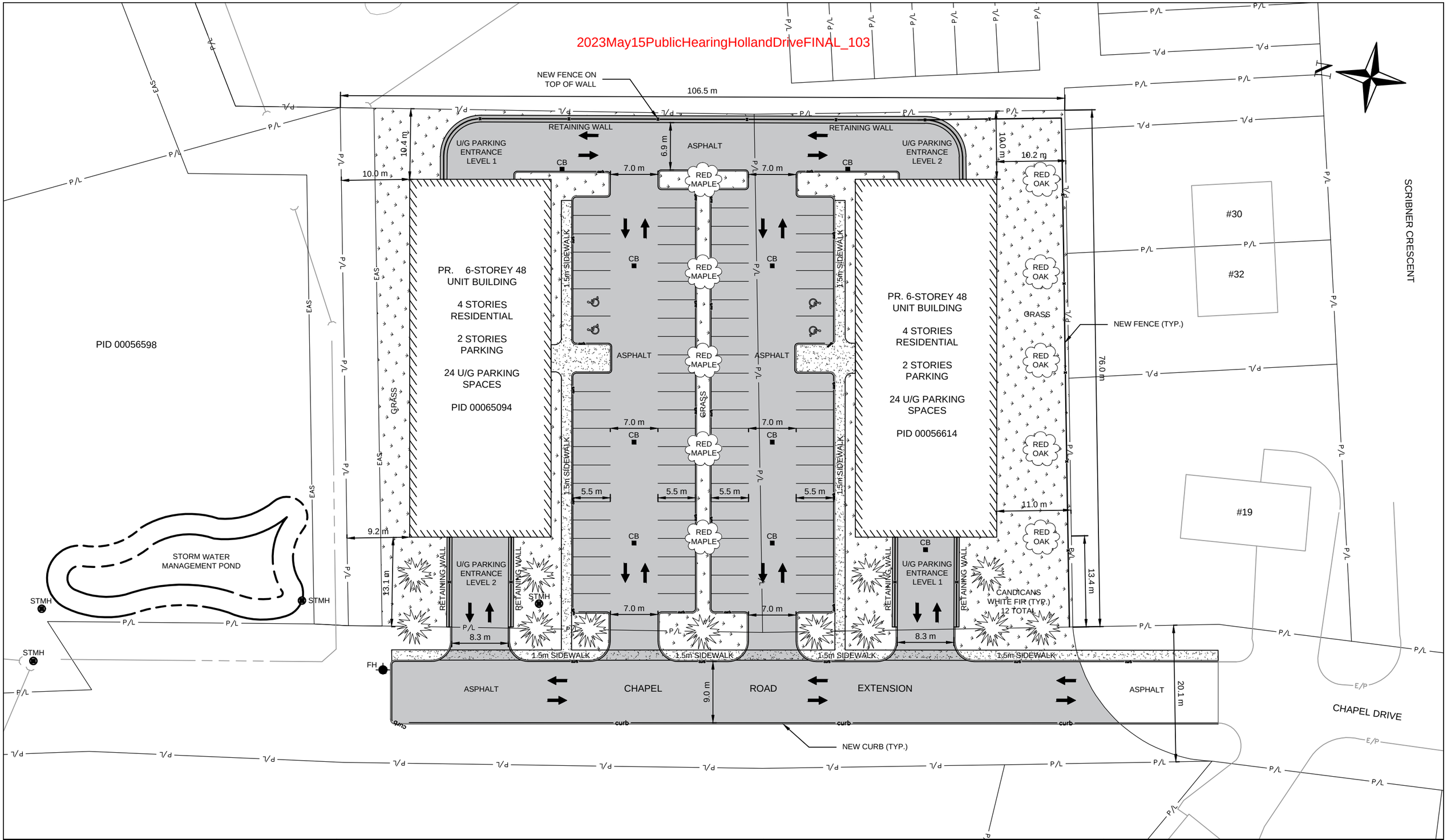
The proposed development site plan shows a 1.5 m wide monolithic sidewalk along the east side of the road directly in front of the development site. To improve pedestrian connectivity, it is recommended that the new sidewalk in front of the development be connected to the existing sidewalk facilities on Chapel Road. Sidewalk could be extended from the development site to the south along the east side of Chapel Road to Scribner Crescent, where a signed and marked crosswalk could be provided to connect with an additional section of sidewalk that would extend along the west side of Chapel Road to Parkdale Avenue. It is also recommended that the new sidewalk be widened to 1.7 m in order to maintain a consistent sidewalk width along Chapel Road.

8 CONCLUSIONS AND RECOMMENDATIONS

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

1. The proposed development, which would be located along a new section of Chapel Road, consists of two 6-storey apartment complexes with 48 dwelling units each. The proposed development plan shows 184 parking spaces, including 82 regular and 4 barrier-free surface level parking spaces and 90 regular and 8 barrier-free underground parking spaces. The surface level parking facility and bottom level of underground parking would be accessible via two accesses off of the new Chapel Road extension and the second level of underground parking in each building would be accessible via two separate accesses off of the Chapel Road extension.
2. The LOS results for the 2021 existing conditions at the intersection of Marr Road and Chapel Road showed that, although the intersection of Marr Road and Chapel Road currently operates efficiently overall, the southbound approach on Chapel Road experiences some delay.
3. It is expected that the proposed development will generate 35 vehicle trips during the AM Peak hour (9 entering/26 exiting), 42 vehicle trips during the PM Peak hour (26 entering/16 exiting) and a total of 522 trips daily. These trips were added to the Marr Road / Chapel Road intersection based on the existing traffic distributions at the intersection of Parkdale Avenue / Chapel Road.
4. The LOS results for the 2028 horizon period with the development in place indicate that delays at the southbound approach of the Marr Road / Chapel Road intersection will increase; however the approach will remain below capacity and the intersection will continue to perform efficiently overall. The LOS results for the 2028 horizon period with signal control at the Marr Road / Chapel Road intersection indicate that, although signals would improve traffic operations at the Chapel Road approach, the overall intersection delay would be higher as signals would force traffic on Marr Road to stop periodically.
5. The traffic signal warrant analysis concluded that a traffic signal will not be warranted at the intersection of Marr Road / Chapel Road in 2028 with full build-out of the proposed development.
6. Based on a review of the existing pedestrian facilities near the development property, it is recommended that a 1.7 m wide sidewalk connection be provided along Chapel Road between the proposed development and the existing sidewalk facilities on Chapel Road south of Parkdale Avenue. This could be facilitated with extension of sidewalk along the east side of Chapel from the development to Scribner Crescent, a crosswalk on Chapel Road at Scribner, and sidewalk along the west side of Chapel from Scribner to Parkdale. It is also recommended that the proposed sidewalk in front of the development be widened to 1.7m.

Appendix A: Development Site Plans



ENGINEERING by HOUGHTON
1942 MANAWAGONISH ROAD, SAINT JOHN, NB (506) 721-5847

HOLLAND HILLS DEVELOPMENT
HOLLAND DRIVE
ROTHESAY, NB

Client/Owner:
A.C.BASKIN INVESTMENTS

Title: PROPOSED SITE LAYOUT

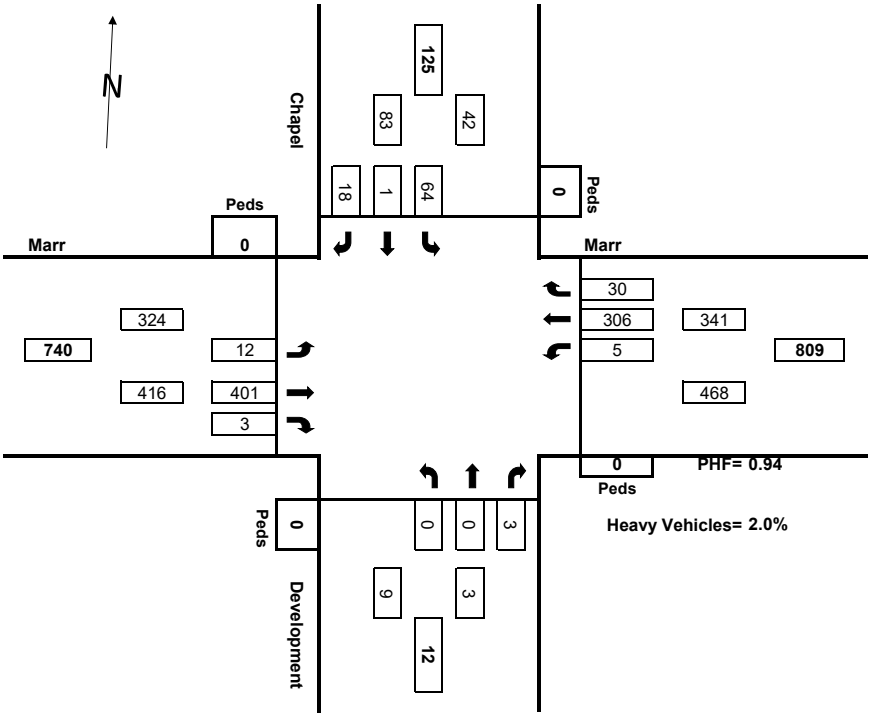
Drawn By: DANIEL H.	Scale: 1:500
Date: 14/5/2021	Figure no.: C1 REV0

Appendix B: Traffic Count Data

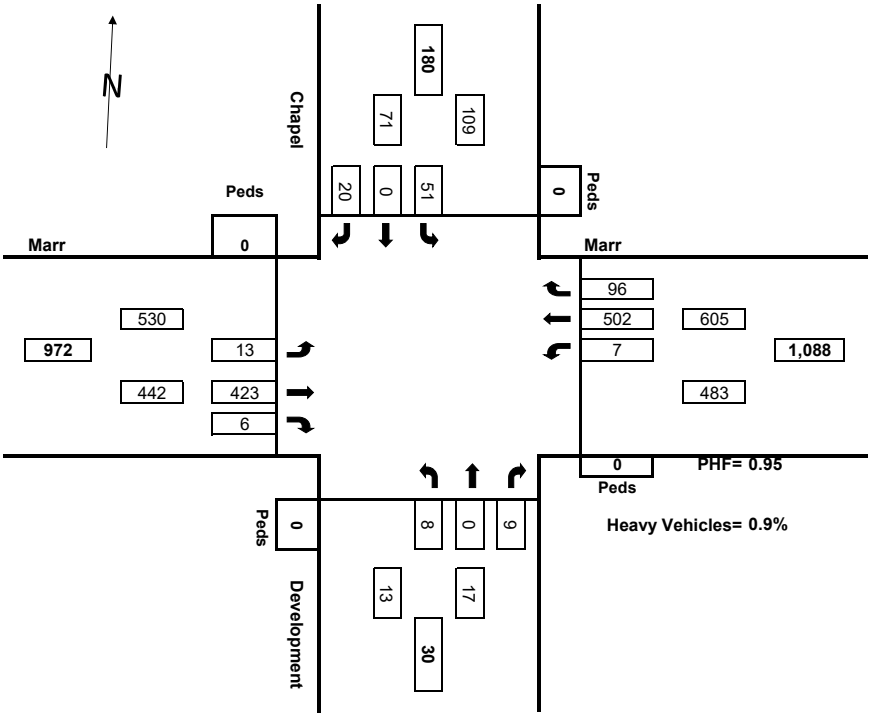
Traffic Count Summary
AM and PM Peak Hours

Marr @ Chapel

AM Peak Hour 07:30 - 08:30



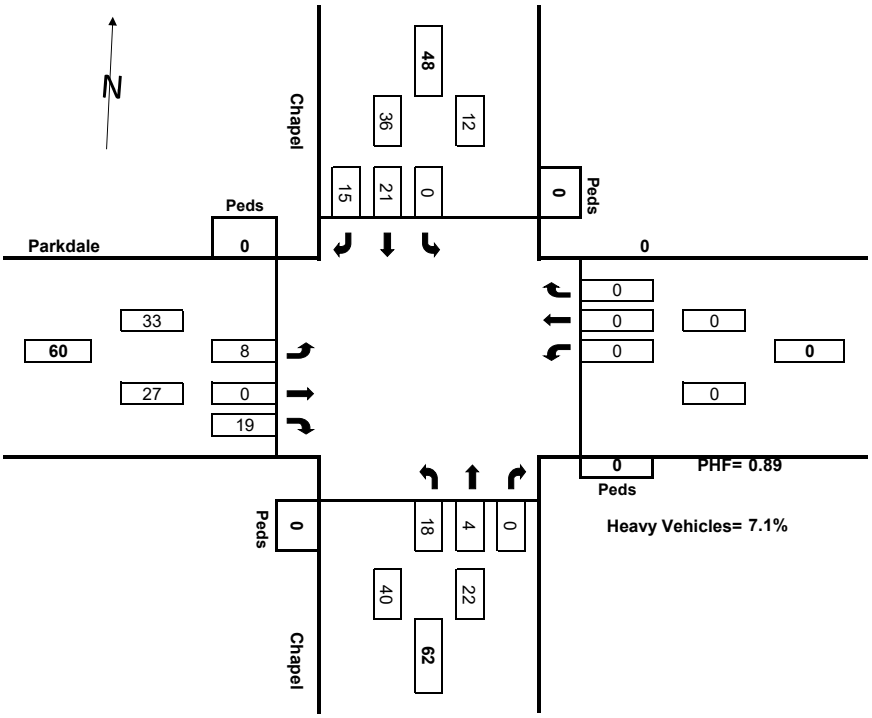
PM Peak Hour 16:15 - 17:15



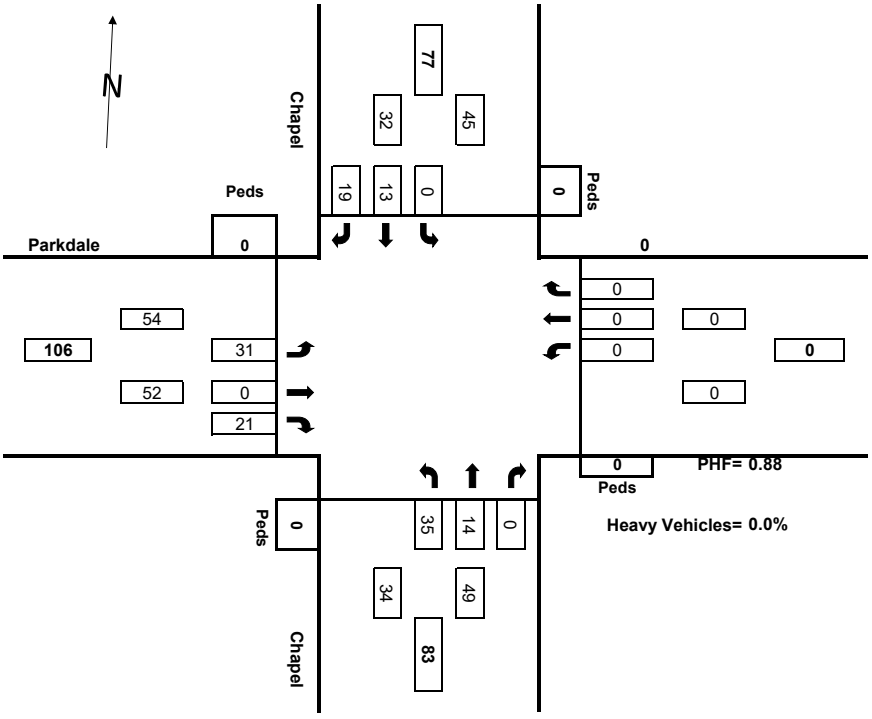
Traffic Count Summary
AM and PM Peak Hours

Parkdale @ Chapel

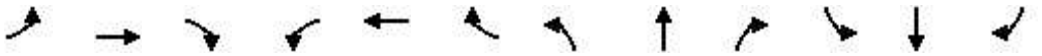
AM Peak Hour 07:30 - 08:30



PM Peak Hour 16:45 - 17:45



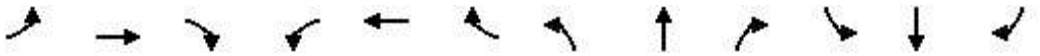
Appendix C: Level of Service Reports



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

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

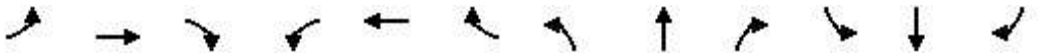
Intersection Summary			
Average Delay	3.8		
Intersection Capacity Utilization	56.3%	ICU Level of Service	B
Analysis Period (min)	15		



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

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

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



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

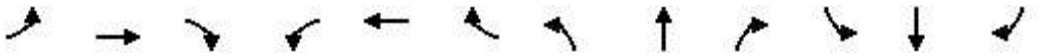
Direction, Lane #	EB 1	WB 1	NB 1	SB 1
Volume Total	621	508	5	124
Volume Left	18	8	0	96
Volume Right	5	44	5	27
cSH	1064	975	501	206
Volume to Capacity	0.02	0.01	0.01	0.60
Queue Length 95th (m)	0.4	0.2	0.2	27.3
Control Delay (s)	0.5	0.2	12.3	45.9
Lane LOS	A	A	B	E
Approach Delay (s)	0.5	0.2	12.3	45.9
Approach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

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

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

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

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



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	19	563	4	8	432	45	0	0	4	108	1	32
Future Volume (Veh/h)	19	563	4	8	432	45	0	0	4	108	1	32
Sign Control		Free			Free			Stop			Stop	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Hourly flow rate (vph)	20	599	4	9	460	48	0	0	4	115	1	34
Pedestrians												
Lane Width (m)												
Walking Speed (m/s)												
Percent Blockage												
Right turn flare (veh)												
Median type		None			None							
Median storage veh)												
Upstream signal (m)												
pX, platoon unblocked												
vC, conflicting volume	508			603			1178	1167	601	1147	1145	484
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	508			603			1178	1167	601	1147	1145	484
tC, single (s)	4.1			4.1			7.1	6.5	6.2	7.1	6.5	6.2
tC, 2 stage (s)												
tF (s)	2.2			2.2			3.5	4.0	3.3	3.5	4.0	3.3
p0 queue free %	98			99			100	100	99	33	99	94
cM capacity (veh/h)	1057			975			154	188	500	171	194	583

Direction, Lane #	EB 1	WB 1	NB 1	SB 1
Volume Total	623	517	4	150
Volume Left	20	9	0	115
Volume Right	4	48	4	34
cSH	1057	975	500	204
Volume to Capacity	0.02	0.01	0.01	0.74
Queue Length 95th (m)	0.5	0.2	0.2	38.9
Control Delay (s)	0.5	0.3	12.3	60.2
Lane LOS	A	A	B	F
Approach Delay (s)	0.5	0.3	12.3	60.2
Approach LOS			B	F

Intersection Summary			
Average Delay	7.4		
Intersection Capacity Utilization	61.6%	ICU Level of Service	B
Analysis Period (min)	15		

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	21	555	8	10	657	138	11	0	12	72	0	31
Future Volume (Veh/h)	21	555	8	10	657	138	11	0	12	72	0	31
Sign Control		Free			Free			Stop			Stop	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Hourly flow rate (vph)	22	584	8	11	692	145	12	0	13	76	0	33
Pedestrians												
Lane Width (m)												
Walking Speed (m/s)												
Percent Blockage												
Right turn flare (veh)												
Median type		None			None							
Median storage veh)												
Upstream signal (m)												
pX, platoon unblocked												
vC, conflicting volume	837			592			1452	1491	588	1432	1422	764
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	837			592			1452	1491	588	1432	1422	764
tC, single (s)	4.1			4.1			7.1	6.5	6.2	7.1	6.5	6.2
tC, 2 stage (s)												
tF (s)	2.2			2.2			3.5	4.0	3.3	3.5	4.0	3.3
p0 queue free %	97			99			88	100	97	29	100	92
cM capacity (veh/h)	801			989			97	119	511	107	131	405

Direction, Lane #	EB 1	WB 1	NB 1	SB 1
Volume Total	614	848	25	109
Volume Left	22	11	12	76
Volume Right	8	145	13	33
cSH	801	989	168	137
Volume to Capacity	0.03	0.01	0.15	0.79
Queue Length 95th (m)	0.7	0.3	4.1	39.0
Control Delay (s)	0.7	0.3	30.1	92.4
Lane LOS	A	A	D	F
Approach Delay (s)	0.7	0.3	30.1	92.4
Approach LOS			D	F

Intersection Summary			
Average Delay	7.2		
Intersection Capacity Utilization	62.4%	ICU Level of Service	B
Analysis Period (min)	15		

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	19	563	4	8	432	45	0	0	4	108	1	32
Future Volume (vph)	19	563	4	8	432	45	0	0	4	108	1	32
Satd. Flow (prot)	0	1857	0	0	1837	0	0	1611	0	0	1738	0
Flt Permitted		0.981			0.990						0.774	
Satd. Flow (perm)	0	1826	0	0	1820	0	0	1611	0	0	1397	0
Satd. Flow (RTOR)		1			14			235			29	
Lane Group Flow (vph)	0	623	0	0	517	0	0	4	0	0	150	0
Turn Type	Perm	NA		Perm	NA			NA		Perm	NA	
Protected Phases		2			6			8			4	
Permitted Phases	2			6			8			4		
Total Split (s)	32.5	32.5		32.5	32.5		22.5	22.5		22.5	22.5	
Total Lost Time (s)		4.5			4.5			4.5			4.5	
Act Effct Green (s)		26.8			26.8			9.4			9.4	
Actuated g/C Ratio		0.65			0.65			0.23			0.23	
v/c Ratio		0.52			0.43			0.01			0.44	
Control Delay		8.4			7.2			0.0			16.7	
Queue Delay		0.0			0.0			0.0			0.0	
Total Delay		8.4			7.2			0.0			16.7	
LOS		A			A			A			B	
Approach Delay		8.4			7.2						16.7	
Approach LOS		A			A						B	
Queue Length 50th (m)		25.4			18.7			0.0			7.4	
Queue Length 95th (m)		63.4			47.3			0.0			22.0	
Internal Link Dist (m)		83.7			92.5			35.5			137.7	
Turn Bay Length (m)												
Base Capacity (vph)		1287			1286			865			655	
Starvation Cap Reductn		0			0			0			0	
Spillback Cap Reductn		0			0			0			0	
Storage Cap Reductn		0			0			0			0	
Reduced v/c Ratio		0.48			0.40			0.00			0.23	

Intersection Summary	
Cycle Length: 55	
Actuated Cycle Length: 41.2	
Control Type: Actuated-Uncoordinated	
Maximum v/c Ratio: 0.52	
Intersection Signal Delay: 8.9	Intersection LOS: A
Intersection Capacity Utilization 62.4%	ICU Level of Service B
Analysis Period (min) 15	

Splits and Phases: 3: Development/Chapel Rd & Marr Rd

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	19	563	4	8	432	45	0	0	4	108	1	32
Future Volume (vph)	19	563	4	8	432	45	0	0	4	108	1	32
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		4.5			4.5			4.5			4.5	
Lane Util. Factor		1.00			1.00			1.00			1.00	
Frt		1.00			0.99			0.86			0.97	
Flt Protected		1.00			1.00			1.00			0.96	
Satd. Flow (prot)		1858			1838			1611			1739	
Flt Permitted		0.98			0.99			1.00			0.77	
Satd. Flow (perm)		1825			1821			1611			1398	
Peak-hour factor, PHF	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94	0.94
Adj. Flow (vph)	20	599	4	9	460	48	0	0	4	115	1	34
RTOR Reduction (vph)	0	0	0	0	6	0	0	3	0	0	24	0
Lane Group Flow (vph)	0	623	0	0	511	0	0	1	0	0	126	0
Turn Type	Perm	NA		Perm	NA			NA		Perm	NA	
Protected Phases		2			6			8			4	
Permitted Phases	2			6			8			4		
Actuated Green, G (s)		25.4			25.4			7.7			7.7	
Effective Green, g (s)		25.4			25.4			7.7			7.7	
Actuated g/C Ratio		0.60			0.60			0.18			0.18	
Clearance Time (s)		4.5			4.5			4.5			4.5	
Vehicle Extension (s)		3.0			3.0			3.0			3.0	
Lane Grp Cap (vph)		1101			1098			294			255	
v/s Ratio Prot								0.00				
v/s Ratio Perm		c0.34			0.28						c0.09	
v/c Ratio		0.57			0.47			0.00			0.50	
Uniform Delay, d1		5.0			4.6			14.1			15.5	
Progression Factor		1.00			1.00			1.00			1.00	
Incremental Delay, d2		0.7			0.3			0.0			1.5	
Delay (s)		5.7			4.9			14.1			17.0	
Level of Service		A			A			B			B	
Approach Delay (s)		5.7			4.9			14.1			17.0	
Approach LOS		A			A			B			B	

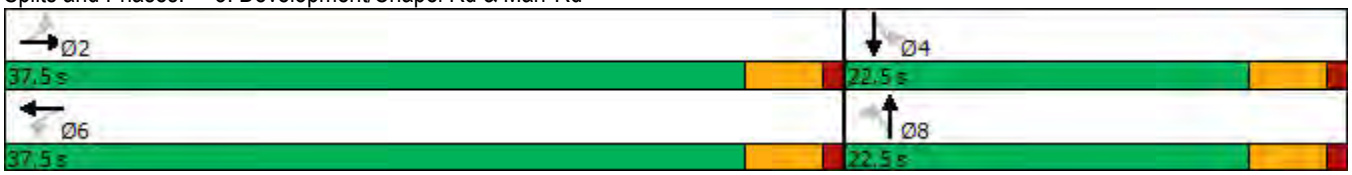
Intersection Summary			
HCM 2000 Control Delay	6.7	HCM 2000 Level of Service	A
HCM 2000 Volume to Capacity ratio	0.55		
Actuated Cycle Length (s)	42.1	Sum of lost time (s)	9.0
Intersection Capacity Utilization	62.4%	ICU Level of Service	B
Analysis Period (min)	15		

c Critical Lane Group

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	21	555	8	10	657	138	11	0	12	72	0	31
Future Volume (vph)	21	555	8	10	657	138	11	0	12	72	0	31
Satd. Flow (prot)	0	1874	0	0	1836	0	0	1709	0	0	1743	0
Flt Permitted		0.965			0.993			0.862			0.777	
Satd. Flow (perm)	0	1812	0	0	1825	0	0	1508	0	0	1402	0
Satd. Flow (RTOR)		2			28			27			33	
Lane Group Flow (vph)	0	614	0	0	848	0	0	25	0	0	109	0
Turn Type	Perm	NA		Perm	NA		Perm	NA		Perm	NA	
Protected Phases		2			6			8			4	
Permitted Phases	2			6			8			4		
Total Split (s)	37.5	37.5		37.5	37.5		22.5	22.5		22.5	22.5	
Total Lost Time (s)		4.5			4.5			4.5			4.5	
Act Effct Green (s)		34.4			34.4			8.5			8.5	
Actuated g/C Ratio		0.72			0.72			0.18			0.18	
v/c Ratio		0.47			0.64			0.09			0.39	
Control Delay		6.2			8.8			8.5			18.7	
Queue Delay		0.0			0.0			0.0			0.0	
Total Delay		6.2			8.8			8.5			18.7	
LOS		A			A			A			B	
Approach Delay		6.2			8.8			8.5			18.7	
Approach LOS		A			A			A			B	
Queue Length 50th (m)		23.5			38.2			0.0			6.4	
Queue Length 95th (m)		53.4			91.7			4.7			17.7	
Internal Link Dist (m)		83.7			92.5			35.5			245.2	
Turn Bay Length (m)												
Base Capacity (vph)		1307			1324			615			576	
Starvation Cap Reductn		0			0			0			0	
Spillback Cap Reductn		0			0			0			0	
Storage Cap Reductn		0			0			0			0	
Reduced v/c Ratio		0.47			0.64			0.04			0.19	

Intersection Summary	
Cycle Length: 60	
Actuated Cycle Length: 47.7	
Control Type: Actuated-Uncoordinated	
Maximum v/c Ratio: 0.64	
Intersection Signal Delay: 8.5	Intersection LOS: A
Intersection Capacity Utilization 63.2%	ICU Level of Service B
Analysis Period (min) 15	

Splits and Phases: 3: Development/Chapel Rd & Marr Rd



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	21	555	8	10	657	138	11	0	12	72	0	31
Future Volume (vph)	21	555	8	10	657	138	11	0	12	72	0	31
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		4.5			4.5			4.5			4.5	
Lane Util. Factor		1.00			1.00			1.00			1.00	
Frt		1.00			0.98			0.93			0.96	
Flt Protected		1.00			1.00			0.98			0.97	
Satd. Flow (prot)		1875			1837			1708			1744	
Flt Permitted		0.97			0.99			0.86			0.78	
Satd. Flow (perm)		1813			1824			1508			1401	
Peak-hour factor, PHF	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	22	584	8	11	692	145	12	0	13	76	0	33
RTOR Reduction (vph)	0	1	0	0	9	0	0	22	0	0	28	0
Lane Group Flow (vph)	0	613	0	0	839	0	0	3	0	0	81	0
Heavy Vehicles (%)	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%	1%
Turn Type	Perm	NA		Perm	NA		Perm	NA		Perm	NA	
Protected Phases		2			6			8			4	
Permitted Phases	2			6			8			4		
Actuated Green, G (s)		32.9			32.9			6.7			6.7	
Effective Green, g (s)		32.9			32.9			6.7			6.7	
Actuated g/C Ratio		0.68			0.68			0.14			0.14	
Clearance Time (s)		4.5			4.5			4.5			4.5	
Vehicle Extension (s)		3.0			3.0			3.0			3.0	
Lane Grp Cap (vph)		1227			1234			207			193	
v/s Ratio Prot												
v/s Ratio Perm		0.34			c0.46			0.00			c0.06	
v/c Ratio		0.50			0.68			0.02			0.42	
Uniform Delay, d1		3.8			4.7			18.1			19.2	
Progression Factor		1.00			1.00			1.00			1.00	
Incremental Delay, d2		0.3			1.5			0.0			1.5	
Delay (s)		4.2			6.2			18.1			20.6	
Level of Service		A			A			B			C	
Approach Delay (s)		4.2			6.2			18.1			20.6	
Approach LOS		A			A			B			C	

Intersection Summary			
HCM 2000 Control Delay	6.6	HCM 2000 Level of Service	A
HCM 2000 Volume to Capacity ratio	0.64		
Actuated Cycle Length (s)	48.6	Sum of lost time (s)	9.0
Intersection Capacity Utilization	63.2%	ICU Level of Service	B
Analysis Period (min)	15		
c Critical Lane Group			

Appendix D: Signal Warrant Worksheets

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

Main Street (name)	Marr Road	Direction (EW or NS)	EW	Road Authority:	Town of Rothesay
Side Street (name)	Chapel Rd	Direction (EW or NS)	NS	City:	Rothesay
Quadrant / Int #		Comments	2028 without Development	Analysis Date:	2021 May 03, Mon
	CHECK SHEET			Count Date:	2021 April 26, Mon
for Warrant Calculation Results, please hit 'Page Down'				Date Entry Format:	(yyyy-mm-dd)

Lane Configuration		Excl LT	Th & LT	Through	Th+RT+LT	Th & RT	Excl RT	RT Channelization (y/n)	UpStream Signal (m)	# of Thru Lanes	LT Phase Type	RTOR Allowed (y/n)	Actuated Thru Phase
Marr Road	WB				1				500	1	perm	y	y
Marr Road	EB				1				850	1	perm	y	y
Chapel Rd	NB				1				1,000	1	perm	y	y
Chapel Rd	SB				1				1,000	1	perm	y	y

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

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

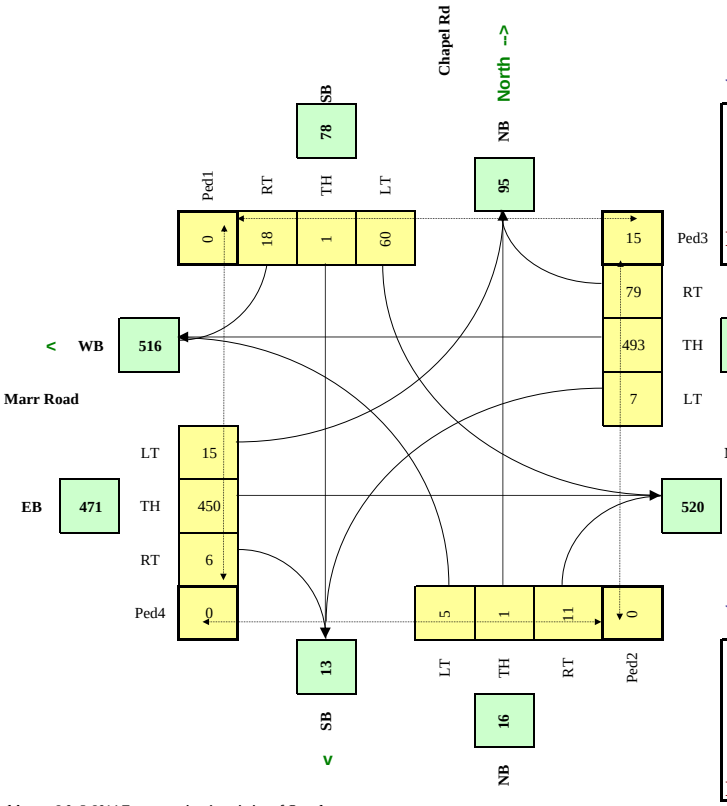
Demographics		
Elem. School/Mobility Challenged	(y/n)	n
Senior's Complex	(y/n)	n
Pathway to School	(y/n)	n
Metro Area Population	(#)	11,659
Central Business District	(y/n)	y

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

Set Peak Hours

Traffic Input	NB			SB			WB			EB			Ped1 NS	Ped2 NS	Ped3 EW	Ped4 EW
	LT	Th	RT	LT	Th	RT	LT	Th	RT	LT	Th	RT	W Side	E Side	N Side	S Side
7:00 - 8:00	0	0	4	90	1	25	7	430	42	17	563	4			15	
	1	1	3	51	1	18	8	341	37	10	375	6			15	
	8	0	14	47	0	15	5	452	84	12	380	5			15	
	8	0	15	52	0	15	7	491	91	14	412	7			15	
	10	0	18	65	0	20	8	623	115	17	523	8			15	
	4	3	9	54	1	13	4	623	102	22	445	3			15	
Total (6-hour peak)	31	4	63	359	3	106	39	2,960	471	92	2,698	33	0	0	90	0
Average (6-hour peak)	5	1	11	60	1	18	7	493	79	15	450	6	0	0	15	0
Actual Pedestrian Crossing Distance (m)																

Average 6-hour Peak Turning Movements



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

W = 51 (Veh) 51 (Ped) 0

NOT Warranted

RESET SHEET

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

W = 0

Not Warranted - Ped Vol<25(avg)

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

Main Street (name)	Marr Road
Side Street (name)	Chapel Rd
Quadrant / Int #	
	CHECK SHEET
for Warrant Calculation Results, please hit 'Page Down'	

Direction (EW or NS)	EW
Direction (EW or NS)	NS
Comments	2028 with Development, Development Traffic Distributed

Road Authority:	Town of Rothesay
City:	Rothesay
Analysis Date:	2021 May 03, Mon
Count Date:	2021 April 26, Mon
Date Entry Format:	(yyyy-mm-dd)

Lane Configuration		Excl LT	Th & LT	Through	Th+RT+LT	Th & RT	Excl RT	RT Channelization (y/n)	UpStream Signal (m)	# of Thru Lanes	LT Phase Type	RTOR Allowed (y/n)	Actuated Thru Phase
Marr Road	WB				1				500	1	perm	y	y
Marr Road	EB				1				850	1	perm	y	y
Chapel Rd	NB				1				1,000	1	perm	y	y
Chapel Rd	SB				1				1,000	1	perm	y	y

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

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

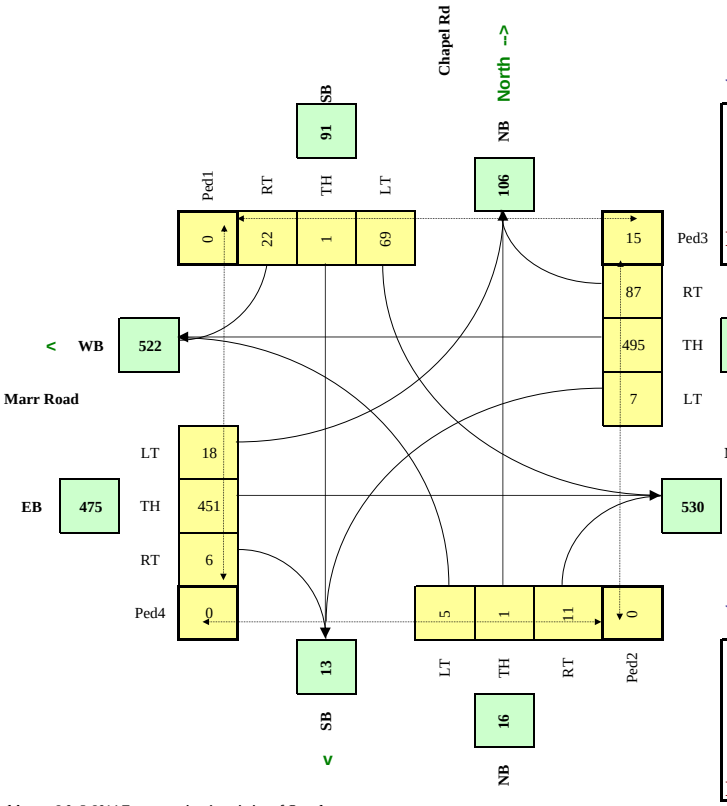
Demographics		
Elem. School/Mobility Challenged	(y/n)	n
Senior's Complex	(y/n)	n
Pathway to School	(y/n)	n
Metro Area Population	(#)	11,659
Central Business District	(y/n)	y

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

Set Peak Hours

Traffic Input	NB			SB			WB			EB			Ped1 NS	Ped2 NS	Ped3 EW	Ped4 EW
	LT	Th	RT	LT	Th	RT	LT	Th	RT	LT	Th	RT	W Side	E Side	N Side	S Side
7:00 - 8:00	0	0	4	108	1	31	7	432	45	19	563	4			15	
	1	1	3	65	1	22	8	342	39	12	375	6			15	
	8	0	14	51	0	18	5	453	94	15	380	5			15	
	8	0	15	57	0	19	7	492	101	17	414	7			15	
	10	0	18	71	0	25	8	624	128	21	525	8			15	
	4	3	9	60	1	18	4	624	114	26	447	3			15	
Total (6-hour peak)	31	4	63	412	3	133	39	2,967	521	110	2,704	33	0	0	90	0
Average (6-hour peak)	5	1	11	69	1	22	7	495	87	18	451	6	0	0	15	0
Actual Pedestrian Crossing Distance (m)																

Average 6-hour Peak Turning Movements



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

W = 58 58 0

Veh Ped

NOT Warranted

RESET SHEET

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

W = 0

Not Warranted - Ped Vol<25(avg)

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

Main Street (name)	Marr Road
Side Street (name)	Chapel Rd
Quadrant / Int #	
	CHECK SHEET
for Warrant Calculation Results, please hit 'Page Down'	

Direction (EW or NS)	EW
Direction (EW or NS)	NS
Comments	2028 with Development, All Development Traffic to Marr / Chapel

Road Authority:	Town of Rothesay
City:	Rothesay
Analysis Date:	2021 May 03, Mon
Count Date:	2021 April 26, Mon
Date Entry Format:	(yyyy-mm-dd)

Lane Configuration		Excl LT	Th & LT	Through	Th+RT+LT	Th & RT	Excl RT	RT Channelization (y/n)	UpStream Signal (m)	# of Thru Lanes	LT Phase Type	RTOR Allowed (y/n)	Actuated Thru Phase
Marr Road	WB				1				500	1	perm	y	y
Marr Road	EB				1				850	1	perm	y	y
Chapel Rd	NB				1				1,000	1	perm	y	y
Chapel Rd	SB				1				1,000	1	perm	y	y

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

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

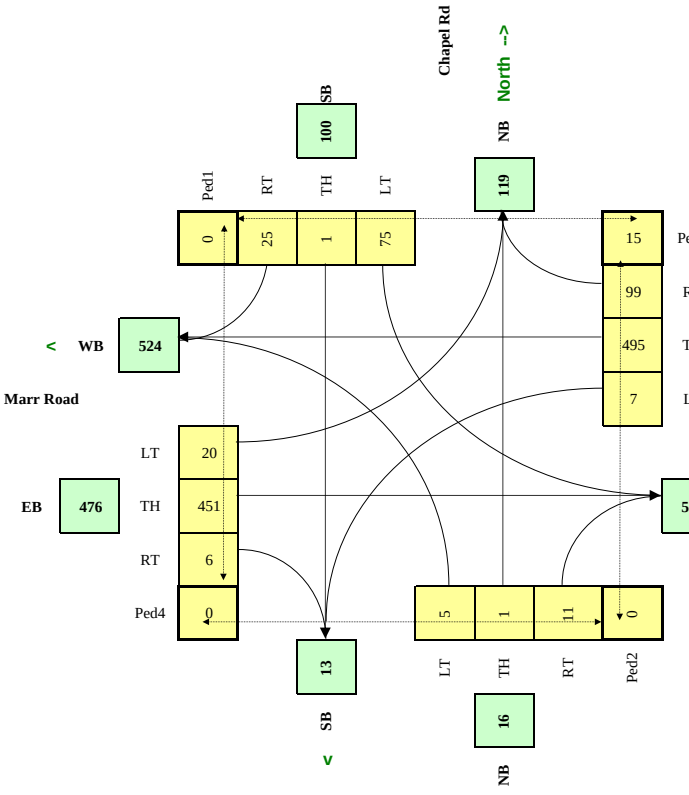
Demographics		
Elem. School/Mobility Challenged	(y/n)	n
Senior's Complex	(y/n)	n
Pathway to School	(y/n)	n
Metro Area Population	(#)	11,659
Central Business District	(y/n)	y

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

Set Peak Hours

Traffic Input	NB			SB			WB			EB			Ped1 NS	Ped2 NS	Ped3 EW	Ped4 EW
	LT	Th	RT	LT	Th	RT	LT	Th	RT	LT	Th	RT	W Side	E Side	N Side	S Side
7:00 - 8:00	0	0	4	116	1	33	7	432	49	21	563	4			15	
	1	1	3	70	1	24	8	342	42	13	375	6			15	
	8	0	14	56	0	21	5	453	107	16	380	5			15	
	8	0	15	63	0	21	7	492	116	18	414	7			15	
	10	0	18	78	0	28	8	624	146	23	525	8			15	
	4	3	9	66	1	21	4	624	131	28	447	3			15	
Total (6-hour peak)	31	4	63	449	3	148	39	2,967	591	119	2,704	33	0	0	90	0
Average (6-hour peak)	5	1	11	75	1	25	7	495	99	20	451	6	0	0	15	0
Actual Pedestrian Crossing Distance (m)																

Average 6-hour Peak Turning Movements



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

W = 63 (Veh) 63 (Ped) 0

NOT Warranted

RESET SHEET

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

W = 0

Not Warranted - Ped Vol<25(avg)

ENDORSEMENTS

New Brunswick Grid North

PID 00056606
Lot 73–1
See Plan No. 4437

PID 00078642
"MacPherson Investments Inc."
See Plan No. 200577
See Plan No. 201275

remnant
PID 00056598
A. C. Baskin Investments Inc. Property
Doc. 40605298 Reg. 2020–10–26

See Plan No. 6146

PID 30248686
Lot 07–1
See Plan No. 24452592

9.14

Holland Drive
(Existing Public Street)

Holland Drive
(See Note 7)
172m² ±
27 ±

arc 34.3 ±
Radius – 15.0

20.12

Existing Easement
Doc. 326087
Vol. 1320 Pg. 91
Reg. 1997–03–27
See Plan No. 200991

See Plan No. 8026

PID 00065094
Lot 73–2
See Plan No. 4552

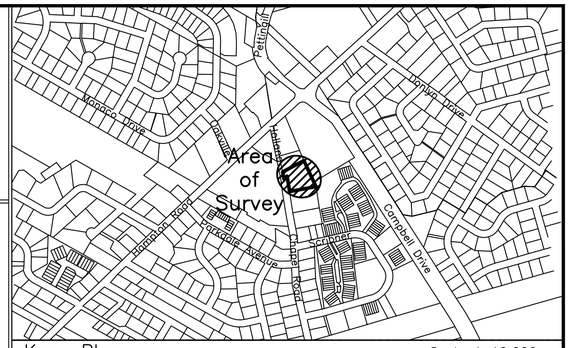
LEGEND

- ROUND IRON BAR FOUND
- SQUARE IRON BAR FOUND
- IRON PIPE FOUND
- STANDARD SURVEY MARKER FOUND
- STANDARD SURVEY MARKER PLACED
- WOODEN POST PLACED
- CALCULATED POINT
- TABULATED POINT
- TRAVERSE CONTROL POINT
- N.B. GRID CO–ORDINATE MONUMENT
- HYDRO POLE / UTILITY WIRE — O/H
- FOUNDATION — Fdn.
- STREET R.O.W.
- UTILITY EASEMENT
- ADJACENT PROPERTY LINE
- CENTRELINE
- FENCE — X — X — X —
- STRUCTURE

Registration Data

Owner Name : A. C. Baskin Investments Inc.
PID : 00056598
Effective Date : 2020–10–19
Instrument : Transfer # 40605298 Reg. 2020–10–26

Owners _____
A. C. Baskin Investments Inc. – Name – Title



Key Plan Scale 1 10:000

NOTES

1. Directions are New Brunswick Grid azimuths derived from tabulated N.B. coordinate survey monuments.
2. All distances are in metres and are grid distances, calculated using a combined scale factor and using geoid model HT2_0; to convert to imperial equivalents divide by 0.3048.
3. Area of survey outlined thus ⊙——⊙, peripheral information compiled from various sources.
4. All document and plan references refer to the Registry Office for Kings County or the Land Titles District of New Brunswick.
5. Field survey completed on ----.
6. All computations performed and coordinates shown on this plan are based on New Brunswick Stereographic Double Projection and the NAD83(CSRS) Reference System as realized by Service New Brunswick High Precision Network coordinate survey monuments.
7. In accordance with Section 88(6)(a) of the Community Planning Act land indicated hereon as a Public Street vests in the Town of Rothesay free from any lien or encumbrances as a local government street.

Purpose Of Plan

to create Holland Drive (Public Street) from a portion of PID 00056598

New Brunswick Grid Co–Ordinate Values

Sta.	X	Y	Rmks.

Tentative Subdivision Plan

A. C. Baskin Investments Inc. Subdivision, Holland Drive, Town of Rothesay, Parish of Rothesay, Kings County, New Brunswick

HUGHES SURVEYS & CONSULTANTS INC.

Mar. 21, 2023.
Date

1 : 250 — 5 0 5 10 15 20 meters

Dwg. No. EBH	Disk No. ----	Topos -------	Disk No. ----
Dwn. by M.C.B.	Job No. -------	Rev. No.	Map Ref. ---------

H:\2023jobs\S23068\DWG\EBH.dwg March 21, 2023 2:14:56 PM

34 Chapel Road

Rothesay, NB E2E 3M3

Sunday, April 23, 2023

Dear Mayor, Council members, and Town Clerk,

I received a letter on Friday, April 22 informing me of a public meeting to be held on Monday May 15 regarding the possible rezoning of Holland Drive from Single Family residential to Multi-unit residential. The letter requested comments on the proposed development of a 48-unit apartment building.

I object to this rezoning and here are my comments.

1. The attached map showing the development site did not show the road access for the building. Nor did the previous letter and plan sent out a few weeks ago. I came in on receipt of the first letter to talk with Brian White, and he expressed concern that the plan did not show the access, although it went out over his signature. He gave me a more detailed plan showing that the proposal was to provide access via an extension of Chapel Road ending in a a turning circle outside the building. This building would mean at least 48 (possibly 96) more vehicles using Chapel Road on a daily basis. So many people use the road as a short cut from Hampton Road to Marr Road already, often totally ignoring the Stop sign at the bottom of Scribner and Robinson. A 36 unit apartment building is already under construction that will access Chapel Road towards the Marr Road end, and this will already mean 36 (possibly 72) more vehicles going up and down the road. Traffic lights at the Chapel- Marr intersection will not help with the volume of traffic.

2. I understand the difficulty of widening Holland Drive at the Hampton Road end, has consideration been given to accessing the site from Campbell Drive,

3. No mention is made in the letters of the proposed additional buildings that the firm wishes to build on the land closer to Scriber Crescent. I believe full disclosure should have been made. If the change is made to zoning, the door is open to the these further buildings.

4. I am concerned that the development would inevitably ,mean a reduction in the trees in the area. The trees are one of the attractions of Rothesay, and very necessary to help with climate control.

5. I think that the lack of transparency about how this building(s) would affect the neighbourhood is disgraceful at best, and intentional deception at worst, in order to get the necessary planning permission. In the 20 years I have owned my property I have never before had reason to wonder who in the Town Hall is pushing a development, and why. This is a residential neighbourhood, please leave it that way.

Yours sincerely

Liz Hazlett

From: Liz Hazlett
Sent: Tuesday, April 25, 2023 1:48 PM
To: Liz Hazlett
Subject: FW: Rezoning Holland Drive - Vote against proposal

From:
Sent: Monday, April 24, 2023 9:31 AM
To: Brian White <BrianWhite@rothesay.ca>; Rothesay Info <rothesay@rothesay.ca>
Subject: RE: Rezoning Holland Drive - Vote against proposal

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

My apologies for using the word vote.

Thank you for the clarification.

-------- Original message --------
From: Brian White <BrianWhite@rothesay.ca>
Date: 2023-04-24 8:47 a.m. (GMT-04:00)
To:
Subject: RE: Rezoning Holland Drive - Vote against proposal

Thank you again for your comments. I realize that perhaps when you refer to the term “vote” it is meant more as a metaphor, nevertheless I will clarify that residents don’t “vote” on planning applications but rather their comments are taken into consideration by the elected officials when they make a decision. Your comments will forward to the Committee and Council thank you.

Brian

From:
Sent: Sunday, April 23, 2023 8:20 PM
To: Brian White <BrianWhite@rothesay.ca>; Rothesay Info <rothesay@rothesay.ca>
Cc:

Subject: Rezoning Holland Drive - Vote against proposal 2023May15PublicHearingHollandDriveFINAL_125
Importance: High

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

Hello,

As per my previous two emails I still need to express my families vote against the proposal to Rezone Holland Drive.

REMEMBER :

While this may be a phased approach and you are looking at phase #1.

I hope common sense dictates that you must consider the proposal as whole which in the end is 3 – 48-unit apartment buildings.

- Council already rejected 2 – 6 Story buildings
- Council already ejected 2 – 4 Story buildings

- How can council approve 3 – 4 Story buildings ?

- This would make absolutely no sense

This development cannot go through it does not belong in our neighborhood.

Thank You for your time and consideration

From:
Sent: March 24, 2023 8:01 PM
To: 'Brian White' <BrianWhite@rothesay.ca>
Cc: rothesay@rothesay.ca;
Subject: RE: Rezoning Holland Drive - Vote against proposal

Hello Brian

This is follow up email to the one I previously sent.

We received another letter in the mail today regarding the purposed re zoning of Holland Drive.

The difference with this letter is that it clearly identifies a 3 phase approach. I don't believe the first letter we received depicted that properly.

It appears that this proposal has been change from the original of 2 – 6 story buildings (which was already declined by council) to 2 – 4 story buildings (which was already declined by council) to what now appears to be the possibility of 3 – 4 story buildings???

- If 2-4 story buildings were already declined … why would council even consider approving 3 – 4 story buildings ?

I hope that the totality of the proposed finished project is what is voted on not just Phase 1 .. then back to council to get phase 2 approved then back to council to get phase 3 approved.

On the surface it seems as though Mr. Baskin is playing games by suggesting a 3 phases approach to get his project approved.

In the end there will still be 3 buildings – 4 stories. This development cannot go through it does not belong in our neighborhood.

Sincerely,

The Family

From: Brian White
Sent: March 21, 2023 8:35 AM
To:
Subject: RE: Rezoning Holland Drive - Vote against proposal

Thank you for your very thoughtful email, and as you have correctly noted I will forward this to the Planning Advisory Committee for their consideration and review at their April 3rd meeting.

Brian

From:
Sent: Monday, March 20, 2023 6:48 PM
To: Brian White <BrianWhite@rothesay.ca>; Rothesay Info <rothesay@rothesay.ca>
Cc:
Subject: RE: Rezoning Holland Drive - Vote against proposal
Importance: High

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

Hello Brian,

I hope this finds you well.

Me and my family reside/own 30 Scribner Crescent, Rothesay, NB, E2E 3N9 2023May15_PublicHearingHollandDrive4LNAL_128

I know the following :

1. The first version of this proposal was 2 – 6 story buildings back in 2021.
    - This was declined by council
    - Mr. Baskin was not allowed to revisit until 12 months had passed unless he changed the proposal.

2. Mr. Baskin's changed the proposal to reflect 2 – 4 story buildings and brought it to council inside the 12 months.
    - This was declined by council for a 2nd time

3. Here we are with Mr. Baskin's 3rd kick at the can.
    - The wording in the notification is very deceiving: phased multi-unit residential development beginning with a single 4 story building

        i. Beginning ? What does that mean? Does that mean a 2nd building is planned – which would make it the same as proposal #2

4. Also, if I am not mistaken and although in a different spot and a different developer this past Feb 2023 Council rejected a similar construction type form Andrew McKay regarding a 3 story 27-unit building along Hampton Road.
    - The Andrew McKay proposal was smaller building than the Holland Drive proposal.

- This development even at a 4-story building will have a direct impact to my family, neighbours and the town of Rothesay.
    - It will have a direct impact on our property values
    - It opens the door to the possibility of more high-rise style buildings plunked in the middle of our established family home neighbourhoods
    - We will lose our sese of home community
    - Loss of privacy in our backyards.

- I have extra special interest with this proposal because the development will quite literally be in my back yard.
    - The proposal to develop / build is directly against my property line
    - We would lose the green / privacy space that we so much enjoy.
    - It would change / limit the way that we use our space.

If I wanted to look at high rise apartment building, I would have remained living within the city limits of Saint John.

These types of projects do not belong in established neighborhoods it belongs in an area where there would be buildings of like kind / like living.

Please accept this email as my family's formal vote against this project moving forward.

Thank You for your time and I trust this will be added as part of the public meeting to be held on Monday, April 3rd, 2023

If you have any questions / would like to discuss further, please contact me :

Any correspondence with employees, agents or elected officials of the Town of Rothesay may be subject to disclosure under the provisions of the Right to Information and Protection of Privacy Act, S.N.B. 2009, c. R-10.6.

Liz Hazlett

From: Liz Hazlett
Sent: Tuesday, April 25, 2023 1:48 PM
To: Liz Hazlett
Subject: FW: Rezoning Holland Drive pid00056598 from single Family to Multi Unit residenial.al.

From:
Sent: Tuesday, April 25, 2023 1:32 PM
To: Rothesay Info <rothesay@rothesay.ca>
Subject: Rezoning Holland Drive pid00056598 from single Family to Multi Unit residenial.al.

We are residing at 26 Chapel Road.
We are in receipt of MrWhite s letter and drawings of the proposed changes.
It is not quite clear exactly what the area is that has been requested for rezoning.
We presume that it is the area that shows Development site.
There is nothing pertaining to where traffic will flow from the Development.
We have no Objection to the Apartment Building as proposed.
We do however are totally against having the traffic from it flow into Chapel Road.
I plan to attend the May 15 meeting and hope to obtain some more clarification of thefull plan.
Regards,

26 Chapel Road.

Mary Jane Banks

From:
Sent: May 3, 2023 5:16 PM
To: Mary Jane Banks

Thank you for the note.
I plan to attend the meeting,.
My note to you should be self explanatory.
I have no objection to rezoning for the purpose of an apartment building on the site, presuming the request is for just the land showing in the picture, not including 2nd and 3rd buildings.
My concern continuous to be the opening of Chapel Rd towards these building[s]
I have lived at 26 Chapel since 1976, at that time Chapel Rd was also blocked at Robinson.
When Scott Bros build Chapel Hill Estate they requested that Chapel Rd be extended to the Marr, as a SAW off with the people living in the area affected, it was agreed to allow the extension provided that the Barrier at the end of Chapel, were it could connect to Holland Drive would stay.
This is some time ago and I am not sure if this agreement was ever put on paper, never the less my memory continuous to be good.
The only people that I can think of and connected with the town would be yourself, the Town Manager and Mr Shea, who could have still had his residency on Chapel Rd.
Regards,

HOLLAND HILLS

BASKIN REAL ESTATE
BUY SELL BUILD INVEST

Rezoning Application

Existing

- Single Family (R1B)
- Municipal Plan – High Density Designation

Current Proposal

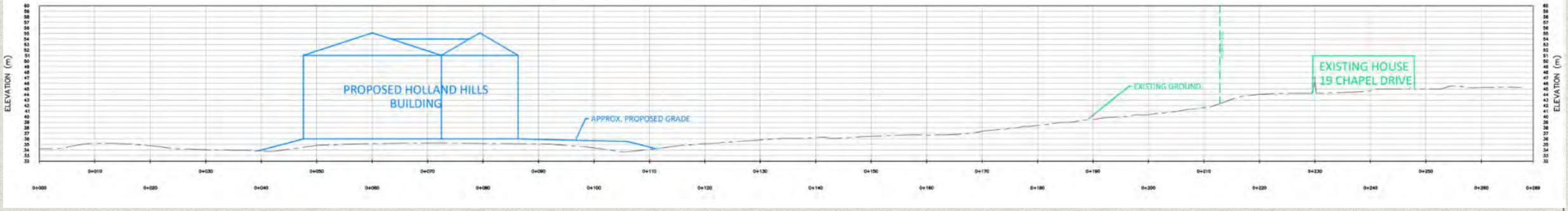
- One four-story 48-unit apartment building on PID 00056598 (closest to Hampton Road)

Location Characteristics

- Adjacent properties are largely commercial and multi-unit residential
- Walking distance to essential services and amenities
- Sloping terrain compliments building heights relative to adjacent residential


Subway
Fairvale Physiotherapy
Susan Cruickshank & Associates
Gregg Pools & Outdoor Living
100
Waterstone Dr


Rebecca Dunkwell
In-spex Home Inspection Services
Entrepreneur
Canadian Tire Garden Centre
Canadian Tire
Canadian Tire Gas+
Cedar Rose Beauty
KV Sleep Clinic
Courtyard Pizza
100
A&W Canada


ELEVATION (m)
PROPOSED HOLLAND HILLS BUILDING
APPROX. PROPOSED GRADE
EXISTING GROUND
EXISTING HOUSE
19 CHAPEL DRIVE
0+000
0+010
0+020
0+030
0+040
0+050
0+060
0+070
0+080
0+090
0+100
0+110
0+120
0+130
0+140
0+150
0+160
0+170
0+180
0+190
0+200
0+210
0+220
0+230
0+240
0+250
0+260
0+269

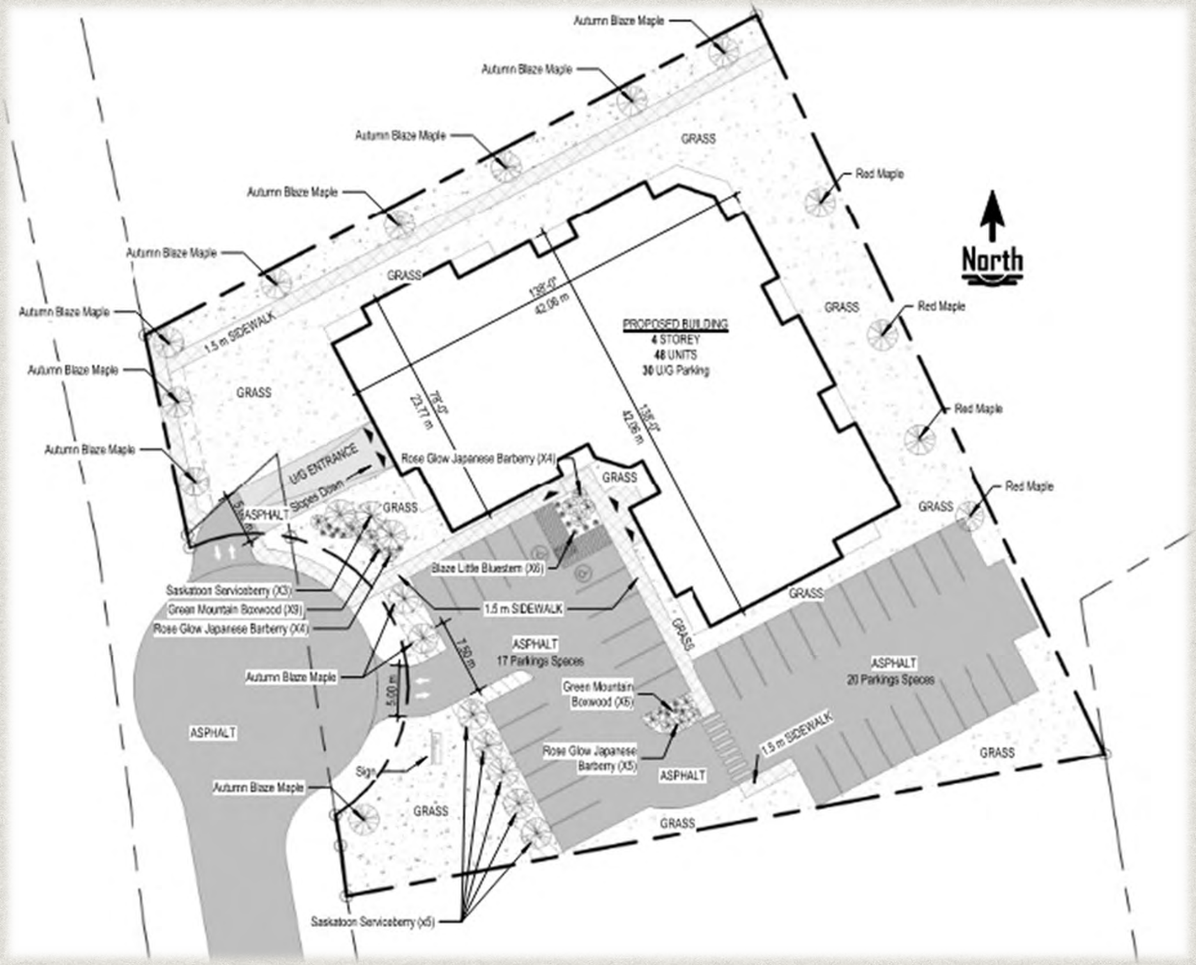
Previous Application…

Concerns of Residents and Council…

- Traffic
- Building Height
- Fire Protection

Changes to Current Application…

- Traffic – Unit Count Reduced by 50%
- Building Height – Building Height Reduced from 6 to 4 storeys
- Fire Protection – 4 storeys similar to many existing buildings serviced by KVFD



Community Benefits

Housing Demand

- Extremely low vacancy, high demand, high rents

High quality rental housing with on-site amenities

- Quality housing options for residents looking to downsize but remain in the community

Active Transportation Connection

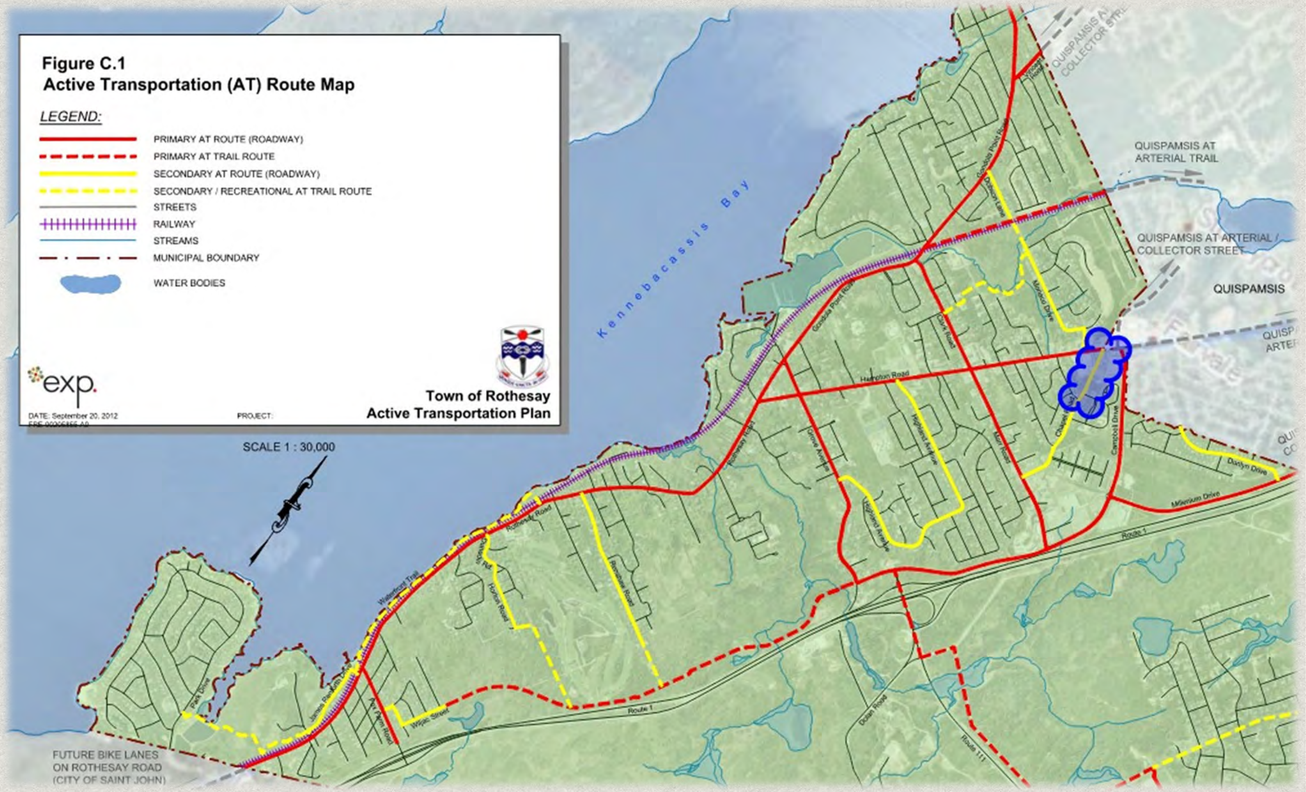
- Chapel to Holland designated as AT Route in Town *Active Transportation Master Plan*

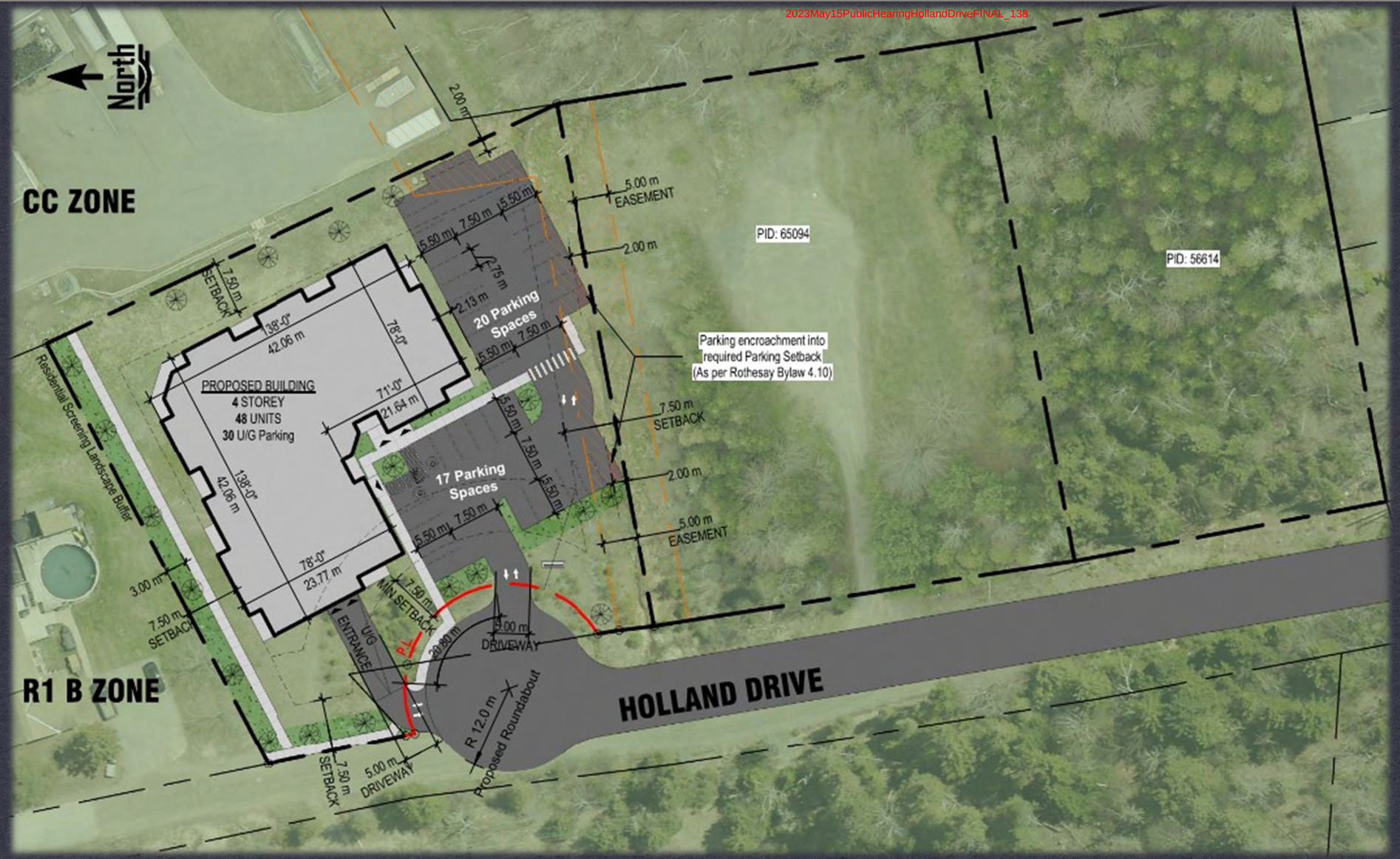
‘Efficient’ Location – Infrastructure, Traffic – Doesn’t affect Hampton Road

- Water, sewer, stormwater infrastructure exists and has sufficient capacity
- Traffic directed to Marr via Chapel does not compound potential traffic concerns caused by multiple high-density residential developments underway or proposed on Hampton Road

Contribution to Chapel/Marr traffic signals

- Provides Town with critical piece of infrastructure without 100% capital cost





PROPOSED DEVELOPMENT

ENGINEERING by HOUGHTON


BASKIN REAL ESTATE
BUY SELL BUILD INVEST
THANK YOU!
NOORY
ENGINEERING INC.
ARCHITECTURAL
spitfire
DESIGN CO.
ACES
ENGINEERING
by HOUGHTON