



ROTHESAY

PUBLIC HEARING AGENDA

6:30 p.m.

Monday, November 20, 2023

Common Room, Rothesay Town Hall



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

[**PUBLIC HEARING LIVESTREAM**](#)

**PUBLIC HEARING – School Avenue/Kaitlyn Street
PIDs 30146708 and 30146674
54-unit Town home development**

1. **CALL TO ORDER** Instructions

2. **PUBLIC HEARING**
Documentation
2023 Memorandum prepared by Town Clerk Banks (public notices)
2023 *Community Planning Act*, Section 111 notice to website/Town Hall

DRAFT By-law 2-10-36
DRAFT Development Agreement

15 November 2023 Recommendation from Planning Advisory Committee (PAC)
3 November 2023 Staff Report to Planning Advisory Committee

Appearances/Presentations:

Presentation: Stephen Maltby

Presentation: John Jarvie, MCIP RPP, Town Manager
Director of Planning/Development Services

Appearances: n/a

Comments: n/a

3. **ADJOURNMENT**



ROTHESAY

MEMORANDUM

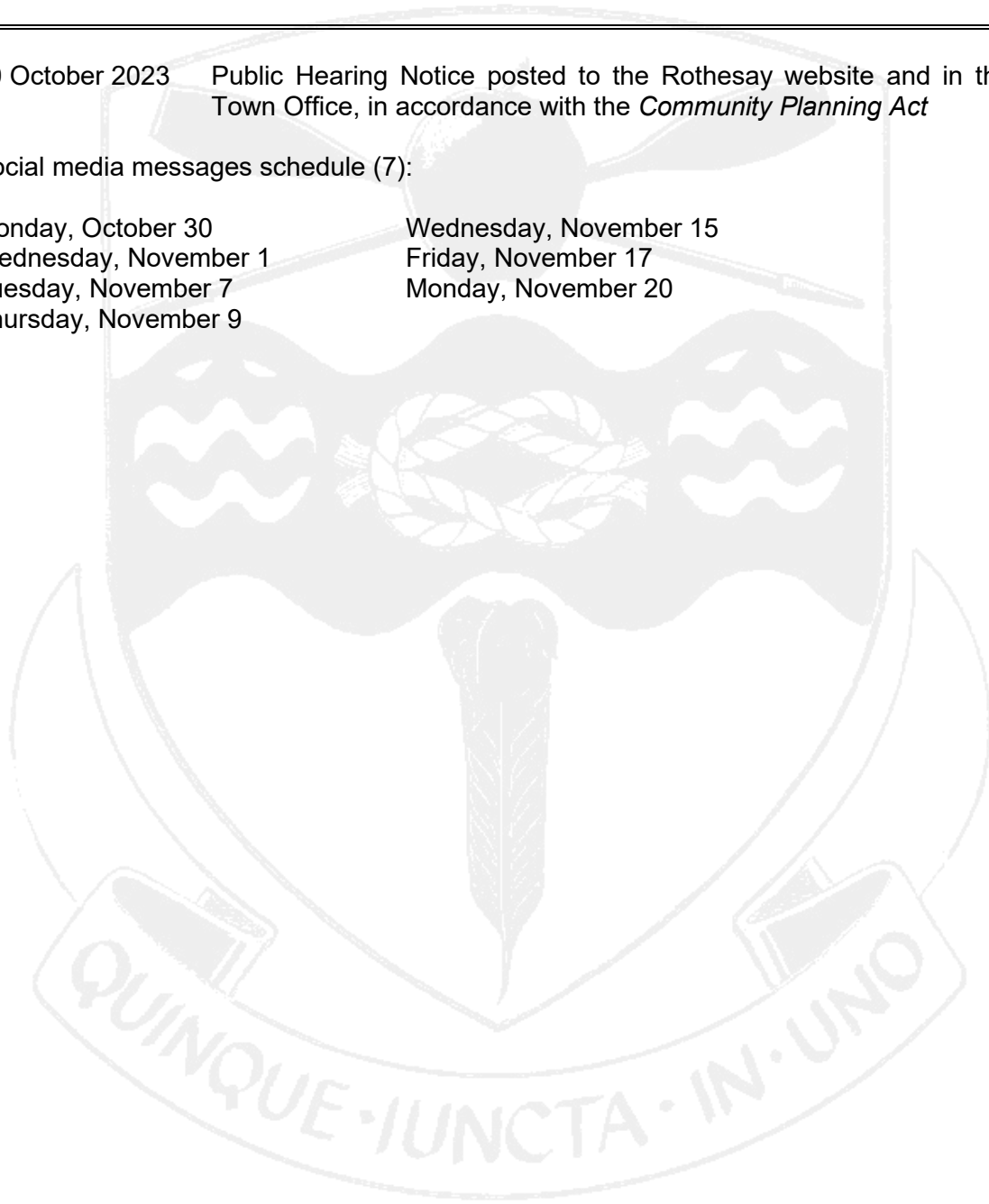


TO : Mayor Grant and Rothesay Council
FROM : Town Clerk Banks
DATE : 15 November 2023
RE : Public Hearing Notice and social media schedule
School Avenue/Kaitlyn Street (PIDs 30146708 and 30146674)
54 unit town home development

30 October 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 (7):

Monday, October 30	Wednesday, November 15
Wednesday, November 1	Friday, November 17
Tuesday, November 7	Monday, November 20
Thursday, November 9	



ROTHESAY

PUBLIC HEARING NOTICE

Monday, November 20, 2023 at 6:30 p.m.

30 October 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 at School Avenue/Kaitlyn Street (PIDs 30146708 and 30146674) from Single Family Residential – Standard Zone [R1B] to Multi-Unit Residential (R4) to allow for a 54 unit town home development, subject to the execution of a Development Agreement, in accordance with the *Community Planning Act*, supra.



Figure 1 - Subject Lands (yellow highlight) (School Avenue/Kaitlyn Street)

The Public Hearing will be held **in-person** on **Monday, November 20, 2023 at 6:30 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, November 15, 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, November 15, 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:

DRAFT By-law 2-10-36

DRAFT Development Agreement

The Agenda package for the November 20th 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)
506-848-6600



**BY-LAW 2-10-36
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, SNB 2017, c 19 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 “2-10-36”.

The purpose of the amendment is to rezone lands located at School Avenue/Kaitlyn Street (PIDs 30146708 and 30146674) from Single Family Residential – Standard Zone [R1B] to Multi-Unit Residential (R4) to allow for a 54-unit Town home development, subject to the execution of an agreement, in accordance with the *Community Planning Act*, supra.

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

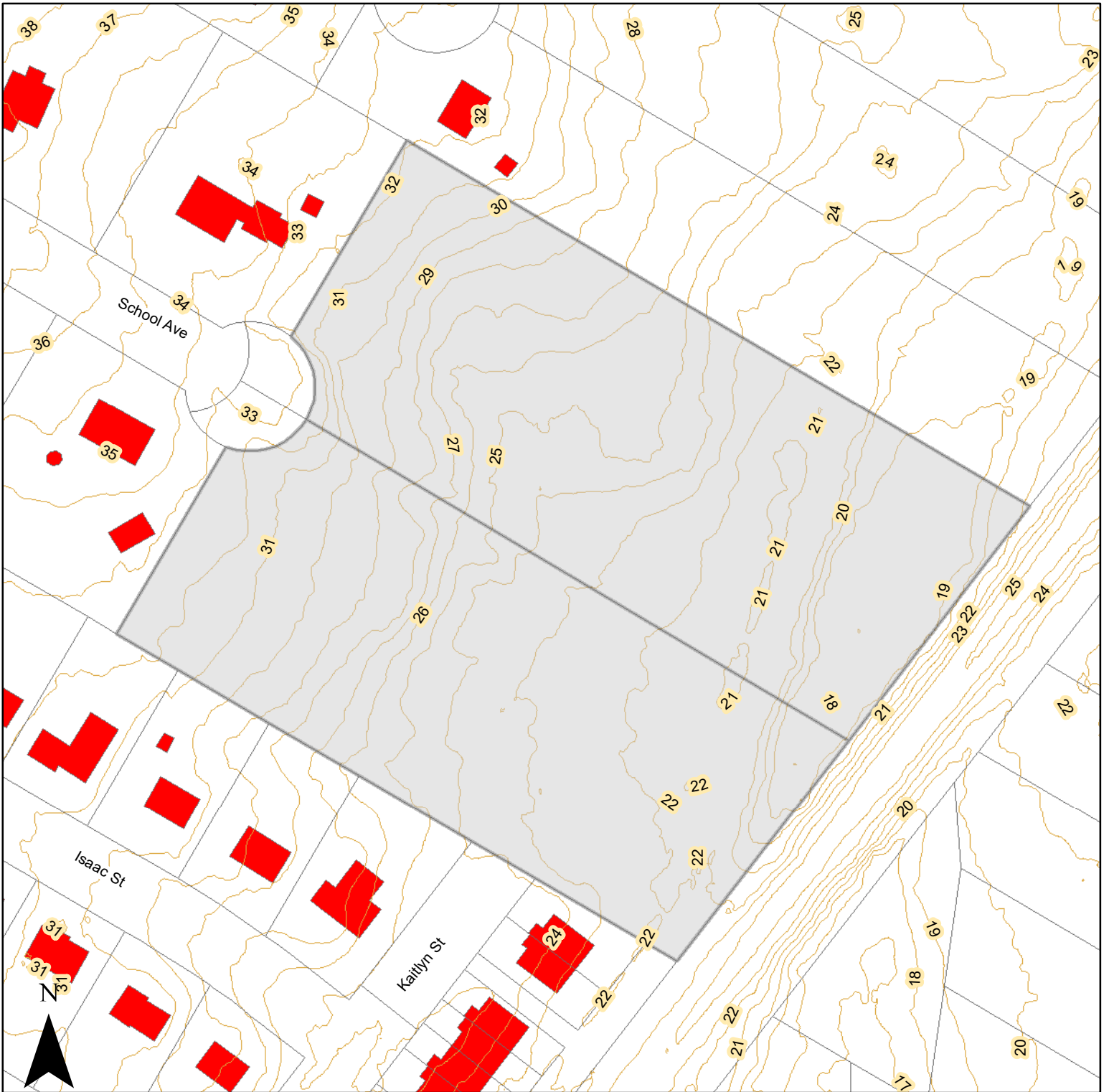
MAYOR

CLERK

Attachment - Bylaw 2-10-36

2023 November 20 Glengary Estates Public Hearing FINAL_005

PIDs 30146708 & 30146674



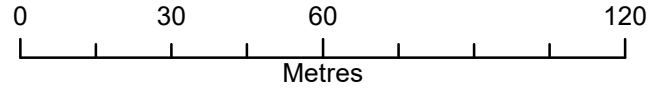
2023-10-30, 8:19:43 AM

1:1,500

 Subject Properties

Buildings

 Residential



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

ROTHESAY

Subdivision Agreement

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

Parcel Identifiers of Parcels Burdened by Agreement 30146674 and 30145708

Owner of Land Parcels **MR Investments Inc.**
16 Arthur Avenue
Rothsay, NB
E2E 6A7
(Hereinafter called the "Developer")

Agreement with **Rothsay**
70 Hampton Road
Rothsay, NB
E2E 5L5
a body corporate under and by virtue of the Municipalities Act, RSNB 1973, Chapter M-22, located in the County of Kings and Province of New Brunswick

Jointly called the 'Parties'

Whereas the Developer is the registered owner of certain lands accessed from Kaitlyn Street and School Avenue (PIDs 30146674 and 30146708) which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND Whereas the Developer wishes to enter a subdivision agreement to allow for development of a 54 lot residential subdivision including new public roads: School Street (extension), Kaitlyn Street (extension), Gary Court, and Glenn Court identified as Glengary Estates on the Lands as described in Schedule A.

NOW THEREFORE THIS AGREEMENT

ACKNOWLEDGES that in consideration of the mutual covenants and agreements herein set out, the Parties agree as follows:

1. The Developer agrees that the number of Lots situated on the Lands indicated on Schedule A shall not exceed fifty-four (54) building lots.
2. The Developer agrees that the number of buildings situated on the Lands indicated on Schedule A shall not exceed fifty-four (54) single- family dwellings.
3. The Developer agrees that only Kaitlyn Street shall be used for all construction machinery, heavy equipment and

related construction vehicles during weekdays from September until June inclusive.

4. The Developer agrees to submit for approval by Rothsay, prior to commencing any work on the subdivision, the following plans, each in accordance with the minimum requirements, standards and specifications as prescribed in the Standard Specifications for Developers of Rothsay Subdivision By-law No. 4-10;
 - a) Plan of Subdivision prepared by a person registered to practice land surveying in the Province of New Brunswick;
 - b) a letter of engagement from the project engineer retained by the Developer to design the proposed works, along with engineering design drawings for all municipal services as specified herein.
5. The Developer agrees that Rothsay shall not issue a building permit to the Developer for work directly connected with the development of the Lands, nor shall the Developer be entitled to such a permit unless and until the Developer deposits with Rothsay an Irrevocable Letter of Credit from a Canadian Chartered Financial Institution or other security acceptable to Rothsay:
 - a) Valued at 50% of the estimated cost of construction to execute the work approved by the Engineer pursuant to this agreement; and
 - b) Containing a provision that on the expiration of a thirty-six (36) month term it be renewed and extended (with appropriate amendments to reduce the sum to an amount sufficient to recover the remaining work) from year to year until such time as Rothsay has accepted "final completion" of the work mentioned in this agreement, by resolution of Rothsay Council.
6. Rothsay and Developer agree that a maximum 20 percent reduction in the total number of building lots and the resulting applicable and necessary changes to Schedule B is non-substantive and generally in conformance with this Agreement.

Schedules

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

Subdivision

8. The Developer agrees to develop the Lands in a manner, which, in the opinion of Rothsay's Development Officer, is generally in conformance with the following Schedules attached to this Agreement:
 - a. Schedule A Legal Description of Parcels (PID #s)
 - b. Schedule B Proposed Plan of Subdivision
 - c. Schedule C Proposed Phasing of Public Infrastructure

Land for Public Purposes

9. The Parties agree that the 4897 square meter parcel located as indicated on Schedule B shall be vested to Rothsay as Land for Public Purposes (LPP).

Site Development

10. The Developer agrees to develop the Lands in a manner, which, in the opinion of Rothsay's Development Officer, is generally in conformance with Schedule B.
11. The Developer agrees not to commence clearing of trees, excavation of topsoil or blasting activities in association with the construction of the subdivision until Rothsay's Development Officer and Engineer have provided approval of the engineering design and the laying out of new public streets.
12. The Developer agrees that all building lots developed and maintained by the successive lot owner(s) their successors and assigns shall as conform as follows:
 - a) provide illumination of the primary driveway entrance to the public street right of way;
 - b) be supplied from the lot owner's electrical system;
 - c) automatically switch on when there is insufficient daylight;
 - d) be located not closer than 1.5 meters to the paved driveway edge and not closer than 2 meters to the public street right of way boundary;
 - e) be maintained to ensure continuous operation during nighttime hours; and
 - f) luminaries shall be certified outdoor lighting fixtures that minimize glare while reducing light trespass and sky glow and fully shielded to minimize the amount of blue light in the nighttime environment.

Municipal Streets

13. The Developer shall carry out, subject to inspection and approval by Rothsay 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 Rothsay;
- c) fine grading of streets to profiles approved by Rothsay;
- d) hard surfacing of the streets as shown on the plan to Rothsay specifications; sub-grade standards, compaction and finish as approved by Rothsay's Engineer, in writing, before final hard surfacing may be installed;
- e) constructing the proposed roads as shown on the plan of subdivision by completing the clearing, grubbing, grading and aggregate subbase of the Kaitlyn Street extension through the Kaitlyn intersection as the first phase of the development;
- f) the installation of sidewalks to Rothsay standards on Kaitlyn Street and School Avenue;
- g) supply and maintain 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 center line of the public street right of way, planted on alternating street side location(s) approved by Rothsay and where such street trees are as follows:
 - i. not smaller than one hundred millimeters (100 mm) in diameter measured at a point being 2 meters above the root ball such trees species as approved by Rothsay.
 - ii. inspected by Rothsay 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) and e) of this section.

14. The Developer agrees to provide, upon completion of Part 14, 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 utilizing

such materials as in accordance with the terms of this Agreement and approved specifications.

15. 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.
16. Rothesay reserves the right to assign public street names, notwithstanding that names may not correspond with those shown on Schedule B.
17. 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.
18. The Developer agrees that it will not occupy any dwelling and no occupancy permit will be issued by Rothesay for any such dwelling until such time as the street, which provides the normal access, to each dwelling, has been constructed to Rothesay standards beyond the point which shall be used as the normal entrance of the driveway to service such dwelling.
19. 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.

Storm Water

20. The Developer and Rothesay agree to work together in collaboration to develop stormwater management solutions for pre-existing offsite stormwater issues as determined by the Developer's Engineer and Rothesay's Engineer.
21. The Developer agrees to accept responsibility for all costs associated with the construction of a storm water system including curbs, pipes, fittings, precast sections for manholes and catch basins capable of removing surface water, to a predetermined location designated by the Developer's Engineer and accepted by Rothesay's Engineer.
22. The Developer agrees to submit for approval by Rothesay, prior to commencing any work on the storm water system such plans, as required by Rothesay, that shall conform with the design schematics and construction standards of

Rothesay, unless otherwise acceptable to Rothesay's Engineer.

23. The Developer agrees that all roof leaders, down spouts, and other storm water drains from all proposed dwellings shall not be directed or otherwise connected or discharged to Rothesay's sanitary collection system.
24. The Developer agrees that the storm water drainage from all dwellings shall not be discharged:
 - a) directly onto the ground surface within one meter of a proposed dwelling;
 - b) within 1.5 m of an adjacent property boundary;
 - c) to a location where discharged water has the potential to adversely impact the stability of a side yard or rear yard slope or a portion of the property where there exists a risk of instability or slope failure; or
 - d) to a location or in such a manner that the discharge water causes or has the potential to cause nuisance, hazard or damage to adjacent dwellings or structures.
25. The Developer agrees to provide to Rothesay's 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 Rothesay specifications.

Water Supply

26. The Developer agrees to connect to Rothesay's existing water system utilizing methods of connection and at a location as determined by Rothesay's Engineer.
27. Rothesay agrees to supply potable water for the purposes and for those purposes only for a maximum of fifty-four (54) unit in attached residential dwellings and for minor and accessory purposes incidental thereto and for no other purposes whatsoever.
28. The Developer agrees extending the water system from the current termination on Kaitlyn Street to the Lands shall be at the cost of the Developer.
29. The Developer agrees to pay Rothesay a connection fee for each residential unit connected to the Rothesay water system calculated in the manner set out by By-law as amended from time to time, to be paid to Rothesay on issuance of each building permit.

30. The Developer agrees that Rothesay does not guarantee an uninterrupted supply or a sufficient or uniform water pressure or a defined quality of water. Rothesay 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.
31. The Developer agrees that all connections to Rothesay water mains shall be approved and inspected by Rothesay's Engineer or their representative prior to backfilling and that the operation of water system valves is the sole responsibility of Rothesay.
32. The Developer agrees to comply with Rothesay's Water By-law and furthermore that a separate water meter shall be installed, at their expense, for each residential connection made to Rothesay's water system.
33. The Developer agrees that Rothesay may terminate the Developer's connection to Rothesay water system in the event that Rothesay determines that the Developer is drawing water for an unauthorized purpose or for any other use that Rothesay deems in its absolute discretion.
34. The Developer agrees to provide, prior to the occupation of any buildings or portions thereof, written certification of a Professional Engineer, licensed to practice in New Brunswick that the connection of service laterals and the connection to the existing Rothesay water system has been satisfactorily completed and constructed in accordance with Rothesay specifications.

Sanitary Sewer

35. The Developer agrees to connect to the existing sanitary sewer system at a location identified by Rothesay's Engineer and utilizing methods of connection approved by Rothesay's Engineer.
36. The Developer agrees to pay Rothesay a connection fee for each residential unit connected to the Rothesay sewer system calculated in the manner set out by By-law as amended from time to time, to be paid to Rothesay on issuance of each building permit.
37. The Developer agrees to carry out subject to inspection and approval by Rothesay representatives, and pay for the entire actual costs of the Engineering design, supply, installation, inspection and construction of all service laterals necessary to connect to the existing sanitary sewer system inclusive of all pipes, laterals, fittings, and precast concrete units.

38. The Developer agrees to submit for approval by Rothesay, prior to commencing any work to connect to the sanitary sewer system, any plans required by Rothesay, with each such plan meeting the requirements as described in Rothesay specifications for such development.
39. The Developer agrees that all connections to Rothesay sanitary sewer system shall be supervised by the Developer's engineer and inspected by Rothesay's Engineer or such other person as is designated by Rothesay prior to backfilling and shall occur at the sole expense of the Developer.

Local Government Services Easements

40. The Developer agrees to secure and grant to Rothesay, its successors and assigns, unencumbered easements crossing the Lands of the Developer in the form customarily used by Rothesay, providing for the full, free and uninterrupted right, liberty, privilege and easement to install, construct, reconstruct, repair, clean, maintain, inspect and use as part of the municipal services of Rothesay and as appurtenant thereto, and for all times hereafter, including sewers, water system mains, storm water collection infrastructure and other municipal services of such kind, size, type and number as Rothesay may from time to time determine necessary.

Retaining Walls

41. 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.
42. The Developer agrees to obtain from Rothesay a Building Permit for any retaining wall, as required on the Lands, in excess of 2 meters in height and that such retaining walls will be designed by a Professional Engineer, licensed to practice in New Brunswick.

Indemnification

43. The Developer does hereby indemnify and save harmless Rothesay from all manner of claims or actions by third parties arising out of the work performed hereunder, and the Developer shall file with Rothesay prior to the commencement of any work hereunder a certificate of insurance naming Rothesay 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). 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 Rothesay. 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

44. Any notice or advice which is to be given under this Agreement shall be deemed to have been satisfactorily given to the Developer if delivered personally or by prepaid mail addressed to **MR INVESTMENTS INC., 16 ARTHUR AVENUE, ROTHESAY, N.B., E2E 6A7** and to Rothesay 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

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

Termination

46. Rothesay reserves the right and the Developer agrees that Rothesay has the right to terminate this Agreement without compensation to the Developer if the specific proposal has not been completed on or before **xxx** 2029 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 with the provisions of the Rothesay Zoning By-law.

47. Notwithstanding Part 46, the Parties agree that development shall be deemed to be complete if within a period of not less than three (3) months prior to 11 January 2029 the construction of the public street and municipal service infrastructure has been completed and that such construction is deemed by Rothesay's Engineer as acceptable.

48. The Developer agrees that should Rothesay terminate this Agreement Rothesay 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 the 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 Rothesay for the costs of completing the work mentioned in this agreement, the Developer shall promptly on receipt of an invoice pay to Rothesay the full amount owing as required to complete the work.

Security

49. The Developer expressly agrees and understands that notwithstanding any provision of Rothesay's Building By-laws or any statutory by-law or regulatory provision to the contrary, the Building Inspector shall not issue a building permit to the Developer for work directly connected with the development of the Lands, nor shall the Developer be entitled to such a permit unless and until the Developer deposits with Rothesay an Irrevocable Letter of Credit from a Canadian Chartered Financial Institution or other security acceptable to Rothesay:

- a) Valued at 50% of the cost of construction to execute the work approved by the Engineer pursuant to this agreement; and
- b) Containing a provision that upon the expiration of a thirty-six (36) month term it be renewed and extended (with appropriate amendments to reduce the sum to an amount sufficient to recover the remaining work) from year to year until such time as Rothesay has accepted "final completion" of the work mentioned in this agreement, by resolution of Rothesay Council.

Failure to Comply

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

- a) Rothesay 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) Rothsay 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) Rothsay may by resolution 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, Rothsay 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

51. 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

52. If any paragraph or part of this agreement is found to be beyond the powers of Rothsay 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

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

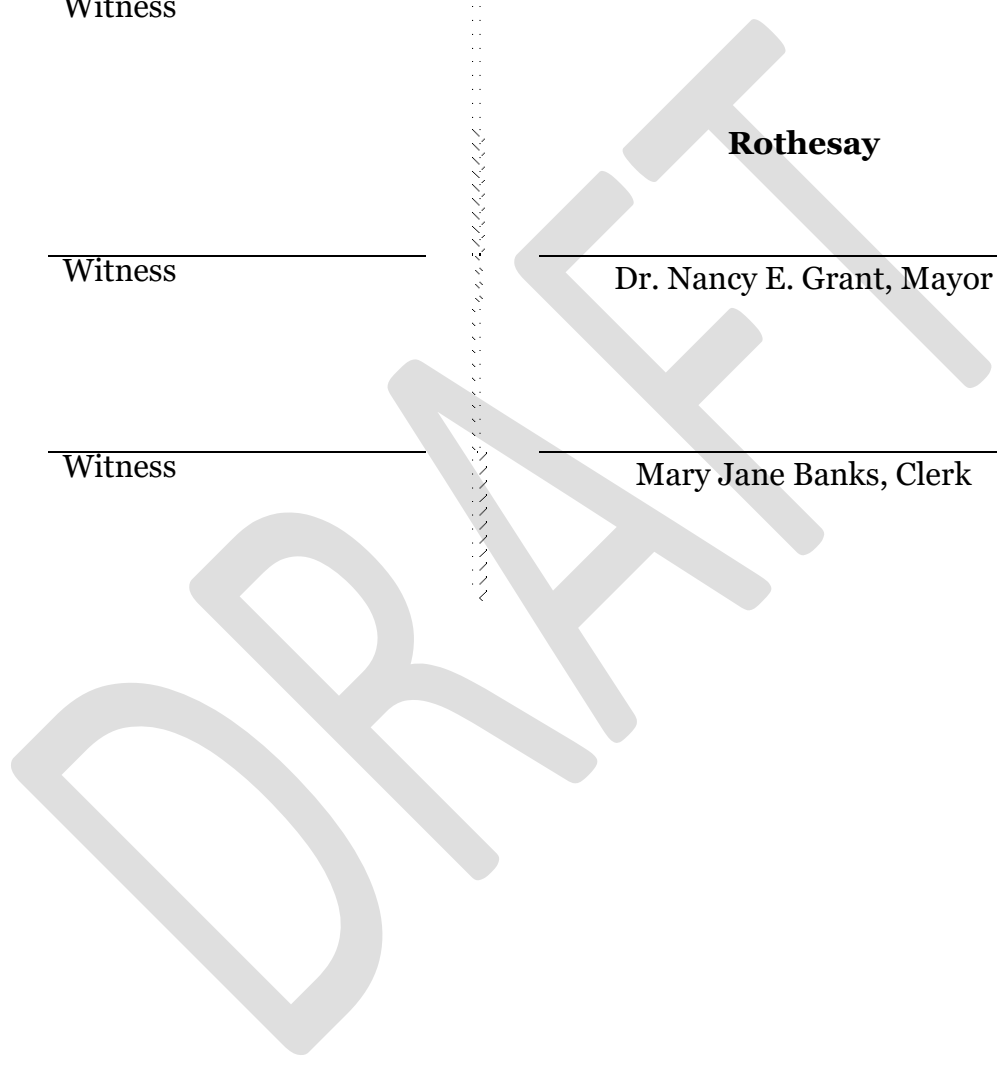
This Agreement shall be binding upon and endure to the benefit of the Parties hereto and their respective heirs, administrators, successors and assigns.

IN WITNESS HEREOF the Parties have duly executed these presents the day and year first above written.

Date: _____, 2024

MR Investments Inc.

_____ Witness	~~~~~	_____ Stephen P. Maltby
_____ Witness	~~~~~	_____ Rothsay
_____ Witness	~~~~~	_____ Dr. Nancy E. Grant, Mayor
_____ Witness	~~~~~	_____ Mary Jane Banks, Clerk



SCHEDULE A

DRAFT

SCHEDULE B

DRAFT



GLENGARY ESTATES

**54 UNIT TOWNHOUSE DEV'T
ROTHESAY, NB
SEPTEMBER, 2023**

**ONE LEVEL LIVING
CONCEPT VIEW**

**MR INVESTMENTS
ROTHESAY, NB**





GLENGARY ESTATES

**54 UNIT TOWNHOUSE DEV'T
ROTHERSAY, NB
SEPTEMBER, 2023**

**FAMILY UNITS
CONCEPT VIEW**

**MR INVESTMENTS
ROTHERSAY, NB**





September 15, 2023

Planning & Development Services
Attn: John Jarvie
Rothesay
70 Hampton Road
Rothesay, NB

Re: School Avenue – ‘Glengary Estates’ Proposed Development – Water and Sanitary Servicing, Proposed Streets, Storm Sewer, and Stormwater Management Commentary

Engineering by Houghton (“EBH”) has been engaged by MR Investments Inc. to provide civil and land development engineering services for the proposed residential development on PIDs 30146708 and 30146674, the extension of School Avenue and Kaitlyn Street in Rothesay, NB. The proposed development is being unofficially named ‘Glengary Estates’.

Glengary Estates is a proposed 54-unit townhouse-style development on approximately 29,500 square meters of land (546m² per unit) at the current termination of School Avenue and Kaitlyn Street. The development will consist of 8 townhouse blocks of 6 or 7 units each.

Water Servicing

The current residential subdivision, ‘Rothesay Estates’, consisting of Isaac Street, Paige Street, and Kaitlyn Street is serviced with municipal water via a 200mm watermain that crosses under the existing CN Rail right-of-way (R-O-W) from Longwood Drive to the east and terminates at the current end of Kaitlyn Drive.

The proposed Glengary Estates would extend this existing water main to service the proposed development with each proposed townhouse unit being serviced individually with a 25mm water service. No buildings within the development are proposed to require sprinkler systems and fire water will be supplied via municipal fire hydrants. Detailed analysis of the water demand for the proposed development and capacity of the existing system has not yet been analyzed, however preliminary discussions with Rothesay staff indicate that pressure and flow rates available in the municipal water system in this are not a concern at the present time.

Sanitary Sewer

An existing sanitary collector sewer runs parallel to and on the west side of the existing CN Rail R-O-W in the direction of the Town’s wastewater treatment facility at Sagamore Point. Existing municipal sanitary sewer mains are also present on Kaitlyn Street and on School Avenue. The main on School Avenue bisects the subject property via a 10m wide sewer easement before connecting to the existing collector sewer at the CN R-O-W. The proposed development would connect to these existing mains via extension of the existing municipal sanitary sewer system, and each proposed townhouse unit would be serviced with a 100mm sanitary sewer lateral. Detailed analysis of the existing sanitary sewer network downstream of the development has not yet been completed, however given the diameter, slopes, and age of the existing downstream sewer system, and the projected peak flows from the development, it is not anticipated that



the additional flows will create a capacity issue for the existing system. Calculations will be completed during the detailed design phase to confirm this.

Proposed Street Cross Section

The proposed development will include the extension and creation of multiple municipal streets. The proposed street cross section will include an 8.0m wide asphalt driving surface (two 4.0m lanes), concrete curb, landscaped boulevard, and separate concrete sidewalk.

Storm Sewer

Stormwater run-off from the proposed streets and private property will be collected via catch basins connected to an underground storm sewer system that will flow generally west-to-east, ultimately discharging to the existing watercourse to the east (more on this below). The storm sewer system will be designed to convey the run-off from a 1-in-5 year design storm via the minor (piped) storm drainage system, and the major drainage system, including overland flow routes will be designed to convey the 1-in-100 year storm run-off.

Stormwater Quantity and Quality Management

The Salmon Creek watercourse traverses the eastern edge and lowest point of the Glengary Estates development area before crossing under the CN Rail R-O-W via a large diameter corrugated steel culvert. This natural feature will be a provide a beautiful natural asset to the development and measures to protect the watercourse will be taken through the detailed design process.

All existing buildings within the development are proposed to remain outside the 30m buffer zone of the GEONB mapped watercourse and stormwater management measures will be put in place to control the quantity and quality of run-off that enters the watercourse from the development area. The proposed development will include storm water quantity management infrastructure including a potential surface detention area, infiltration ditches and bio-swales. Storm water run-off from the development will be designed to pass through a series of 'green' treatment features including rain gardens, bio-swales, and other natural filtration assets to "treat" the run-off and remove contaminants and suspended solids prior to entering the watercourse downstream. The infrastructure design process will determine the details of these features.

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

Best Regards,

A handwritten signature in blue ink, appearing to read 'J. Kilpatrick', is written over a light blue horizontal line.

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

SCHEDULE C
(to be determined)

DRAFT



ROTHESAY MEMORANDUM



TO : Mayor Grant and Council
FROM : Town Clerk Mary Jane Banks
DATE : 15 November 2023
RE : By-law 2-10-36 for 54 unit Town Home Development
Rezoning (PIDs 30146708 & 30146674)

DISCUSSION:

The Planning Advisory Committee passed the motions listed below at its regular meeting on Monday, November 6, 2023.

A recommendation for 1st and 2nd Reading of By-law 2-10-36 will be provided to Council for consideration at its regular Council meeting on Monday, December 11, 2023.

BACKGROUND:

MOVED by R. Forte and seconded by M. Graham the Planning Advisory Committee supports the application by MR Investments Inc. to rezone two parcels at the end of School Avenue off Kaitlyn Street (PIDs 30146708 & 30146674) from Single Family Residential – Standard (R1B) to R4 – Multi-Unit Residential for a fifty-four (54) unit multi-family development as set out in the application.

CARRIED.

MOVED by M. Graham and seconded by Counc. Mackay French the Planning Advisory Committee recommends Council authorize execution of the development agreement attached with MR Investments Inc. as presented.

CARRIED.

MOVED by R. Forte and seconded by C. Vaillancourt the Planning Advisory Committee recommends Council accept a 4897m² parcel as shown in green on the attached sketch as Land for Public Purposes (LPP).

CARRIED.

MOVED by M. Graham and seconded by J. Buchanan the Planning Advisory Committee recommends Council enact By-law 2-10-36.

ON THE QUESTION:

R. Forte asked for clarification. Town Manager Jarvie indicated enactment of By-law 2-10-36 is a means to approve the proposal.

CARRIED.



ROTHESAY

INTEROFFICE MEMORANDUM



TO : Planning Advisory Committee Committee
 FROM : John Jarvie
 DATE : 3 November 2023
 RE : Recommendation to Council regarding Glengarry Subdivision

Recommendation:

It is recommended the Committee:

- a) support the application by MR Investments Inc. to rezone two parcels at the end of School Avenue off Kaitlyn Street (PID 30146708, 30146674) from Single Family Residential – Standard (R1B) to R4 – Multi-Unit Residential for a fifty-four (54) unit multi-family development as set out in the application; and
- b) recommend Council authorize execution of the development agreement attached with MR Investments Inc; and further
- c) recommend that Council accept a 4897m² parcel as shown in green on the attached sketch as Land for Public Purposes (LPP).

Background

Attached is the original staff report regarding a proposed subdivision at the foot of School Avenue. Staff have polled residents in the neighbourhood and received no objections other than with respect to potential increased traffic at the Isaac/Gondola Point intersection. Further expansion of this project to the north may partially relieve that issue. The agreement directs that construction traffic be directed to the Kaitlyn access.

There are some additional approvals required regarding servicing and drainage which can be finalized during the detailed design stage.

On the whole the project addresses an important need for housing in a location that appears capable of supporting it. Staff believe the project is worthy of the Committee's support.



To: Chair and Members of Rothesay Planning Advisory Committee

From: Darcy Hudson
Assistant Development Officer

Date: Friday, November 03, 2023

Subject: Rezoning & Subdivision Agreement – School Avenue

Applicant:	Stephen Maltby	Property Owner:	MR INVESTMENTS INC.
Mailing Address:	16 Arthur Avenue Rothesay, NB E2E 6A7	Mailing Address:	16 Arthur Avenue Rothesay, NB E2E 6A7
Property Location:	School Avenue/Kaitlyn Street	PID:	30146708, 30146674
Plan Designation:	Medium Density	Zone:	Single Family Residential – Standard (R1B)
Application For:	Rezoning & Subdivision Agreement		
Input from Other Sources:	Polling/Director of Operations		

ORIGIN:

This is an amendment of an October 2022 application by Stephen Maltby and his business partner Ashish Rampal, to develop a medium density residential neighbourhood on lands owned by their company M.R. Investments Inc. The subject land requires the extension of public roads (School Avenue and Kaitlyn Street) and the provision of sewer and water services for the new lots. (See Attachment A)



Figure 1 - Subject Lands (yellow highlight)

BACKGROUND:

The subject land (PIDs 30146708 and 30146674) have a total area of 29,527 square meters (7.3 acres).

The land is zoned R1B single family and at that zoning would yield fewer than 22 lots based on land area. The proposed rezoning and subdivision application is to rezone the property to R4 – Multi-Unit Residential and the development of 54 townhomes planned as 8 buildings (2 6-plexes, and 6 7-plexes).

The land is designated in the Municipal Plan for medium density residential uses which includes semi-detached, attached, and clustered units. Medium density residential dwellings typically have a small front and back yard or share a common green area. The relative affordability of these dwellings make

them excellent starter homes for young persons and families, but also offer older residents the ability to downsize. While these dwellings are smaller than traditional single-family detached homes, the advantage is less maintenance. Furthermore, the desirable qualities of social mixing and supportive neighbourhood interactions associated with the low-density residential areas are also found in medium density neighbourhoods.

The project will be fully serviced by connecting into existing utilities; and there are no capacity concerns for potable water or existing sanitary sewers. Drainage is direct to Salmon Creek after detention and a drop structure to protect the stream banks.



Figure 2 – Proposed Residential Neighbourhood (School Avenue / Kaitlyn Street)

The proposal is somewhat similar to existing development in Rothesay. Shadow hill Court has 39 units on a gross area of about 17,600m² (452m²/unit) and Cortland Place is 605 m²/unit with streets. This proposal for 54 unit on 29,527m² gross area is the equivalent of 547 m² per unit. Without the land for public purposes the project is 456m²/unit or very similar to Shadow hill Court.



Figure 3 - Shadowhill Court

Staff are still reviewing the site plan with specific attention to the location of proposed buildings near the existing underground utility easements. A relatively high density with high coverage on a site with a significant slope will require careful design and grading to avoid surface water issues with downslope units. It is proposed that this development have curb throughout and some underground storm sewer is likely to be required along with storm water detention. If the site plan requires amendments, Staff will provide PAC with a revised plan. The development agreement will require special provisions to ensure the integrity of the sewer main that runs through the site.



Figure 4 - Subject Property Sewer (red) and Water (blue) Access

LAND FOR PUBLIC PURPOSES

The developer is requesting that the Town accept 4897m² of Land for Public Purposes (LPP) as shown on Figure 4. The amount of LPP being proposed is greater than 10% of the area of the entire land (29,527 square meters) being subdivided as required by the Subdivision By-law. This includes the storm detention facility shown at the bottom of School Avenue. The proximity of the Fairvale Elementary School and the associated Ultimate Playground should serve the active recreation needs. The dedicated land will buffer the site somewhat from the rail line, accommodate the existing trail/service road and also somewhat protect the Brook. To the extent allowed by the topography staff propose to shift the walking trail away from the units in Block 8 (the existing easement will continue to be required).

Staff believe the location of the LPP will help facilitate the development of a permanent recreational trail connection along the CN rail tracks through to the Quispamsis trail network.



Figure 5 - Proposed 4897m² of LPP (Green)

STREET NAMES

The subdivision will extend existing public streets and for that reason they will continue to use the names School Avenue and Kaitlyn Street accordingly. Two new cul-de-sacs have proposed names of Glen Court and Gary Court.

SUBDIVISION AGREEMENT:

Rothesay’s Subdivision By-law No. 4-10 requires that the developer provide public streets, curbing, sidewalks, culverts, storm water drainage infrastructure, water and sewer lines, streetlights, and street trees. The by-law also requires that the developer enter into a subdivision agreement with Council that is registered on title and specifies their obligations to construct and pay the cost of the infrastructure required. Staff will prepare an agreement that also specifies that a Professional engineer will design the proposed municipal infrastructure (roads, water, sewer, stormwater, etc.) and provide certification that all infrastructure is constructed to Town standards.

The cost of extending municipal services and for new roads is born entirely by the developer and will not negatively impact on the financial capability of Rothesay to absorb any operational costs relating to the development. Staff are also confident that the subject land is suitable for the proposed use and with careful design consideration of the slopes, poses no obvious concerns or hazards for development.

POLLING

As standard procedure with applications for Subdivision and Rezoning, letters were sent to nearby residents to inform them of the application and soliciting their comments or feedback. As of September 28th, 2023, several residents have reached out with inquiries.

SUMMARY

In review of the proposed subdivision Staff can confirm that the residential nature of the proposal conforms with the medium-density residential intent of the Municipal Plan. Staff are convinced that the proposed development will be a complimentary residential community to the existing neighbourhood (School Avenue and Kaitlyn Street) and accordingly would not present major land use conflicts.

RECOMMENDATION:

Staff recommend the Planning Advisory Committee consider the following MOTION:

Attachments:

Attachment A Subdivision Application Tentative Plan



Report Prepared by: Darcy Hudson, Assistant Development Officer

Reviewed by John Jarvie, RPP, MCIP

Date: Friday, November 03, 2023

Stephen Maltby

MR Investments Inc.

► 16 Arthur Avenue



The Challenge

There are very few housing options available for:

- SENIORS looking to downsize
- YOUNG FAMILIES seeking homeownership!



How many homes
are currently
listed for sale in
Rothesay?

TOWN OF ROTHESAY



HOMES FOR SALE!!!



15

TOWN OF ROTHESAY



HOMES FOR SALE!!!



30415 SONO
TERRACE
\$89-971-400



368 DAIN
CIRCLE
\$59-888-880



3913 PIM
CIRCLE
\$69-853-580



5284 OGO
CIRCLE
\$83-189-800



What is the *AVERAGE* price of a home currently listed in Rothesay ?



The AVERAGE price of a currently listed home in Rothesay, on Nov. 15th, 2023

The Opportunity

Glengary Estates!



Challenges country's mayors to strike housing deals

A HOUSING CRISIS - CANADA



Justin Trudeau is challenging mayors across the country to remove barriers around building new housing to unlock a piece of a multibillion-dollar federal fund. The federal Liberals have gathered for a caucus in Ottawa, a community it has now selected as the first to receive funding under its previously announced Housing Accelerator Fund.

A HOUSING CRISIS - CANADA



Justin Trudeau is challenging mayors across the country to remove barriers around building new housing. He is also looking to unlock a piece of a multibillion-dollar federal fund. The federal Liberals have gathered for a caucus meeting in Ottawa, a community it has now selected as the first to receive funding under its previously announced \$4-billion Housing Accelerator Fund. The funding was submitted.

CMHC said on Sept 13, 2023:

“Canada will need 3.5 million more units on top of what’s already being built by 2030.”

Canadian Real Estate Assoc. Sept 2023:

Canada’s benchmark single-family home = **\$815,300**

Canada’s average rent for a two-bedroom

apartment **increased** by **13%** year-over-year to **\$2,146**

HOUSING CHALLENGES - NB!



David Campbell, the principal economist at Jupia Consultants, recently authored a report that illustrates the nature and scale of New Brunswick's housing challenge. Between July 2021 and July 2023, New Brunswick's population grew by more than 41,000 people. That's as much growth in two years as our province experienced in the 37 years between 1979 and 2016.

Housing starts – the construction of new houses and apartments – have actually been growing in New Brunswick since 2016; they just haven't been growing fast enough to keep up with the sudden increase in demand.

And it's not just growth in the population that is driving demand; demographics plays a role too.

New Brunswick's increasingly large number of college-age students, working singles, new immigrants and downsizing seniors has raised the demand for rental apartments and will continue to do so. Keeping up with demand is going to require an unprecedented effort by governments and property developers.

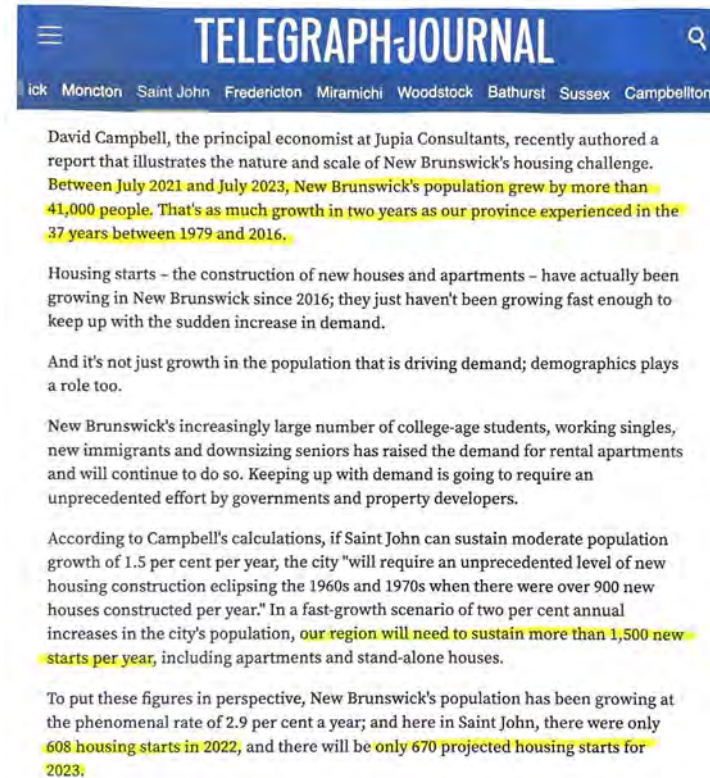
According to Campbell's calculations, if Saint John can sustain moderate population growth of 1.5 per cent per year, the city "will require an unprecedented level of new housing construction eclipsing the 1960s and 1970s when there were over 900 new houses constructed per year." In a fast-growth scenario of two per cent annual increases in the city's population, our region will need to sustain more than 1,500 new starts per year, including apartments and stand-alone houses.

To put these figures in perspective, New Brunswick's population has been growing at the phenomenal rate of 2.9 per cent a year; and here in Saint John, there were only 608 housing starts in 2022, and there will be only 670 projected housing starts for 2023.

HOUSING CHALLENGES – NB!

Saint John Market (CREA, August 2023)

- ▶ Will need to sustain 1500 new starts per year
- ▶ However, 2023 projects only 670 new starts!
- ▶ August saw the lowest number of new listings in Saint John in more than two decades



The Need - Rothesay

Very Limited Options



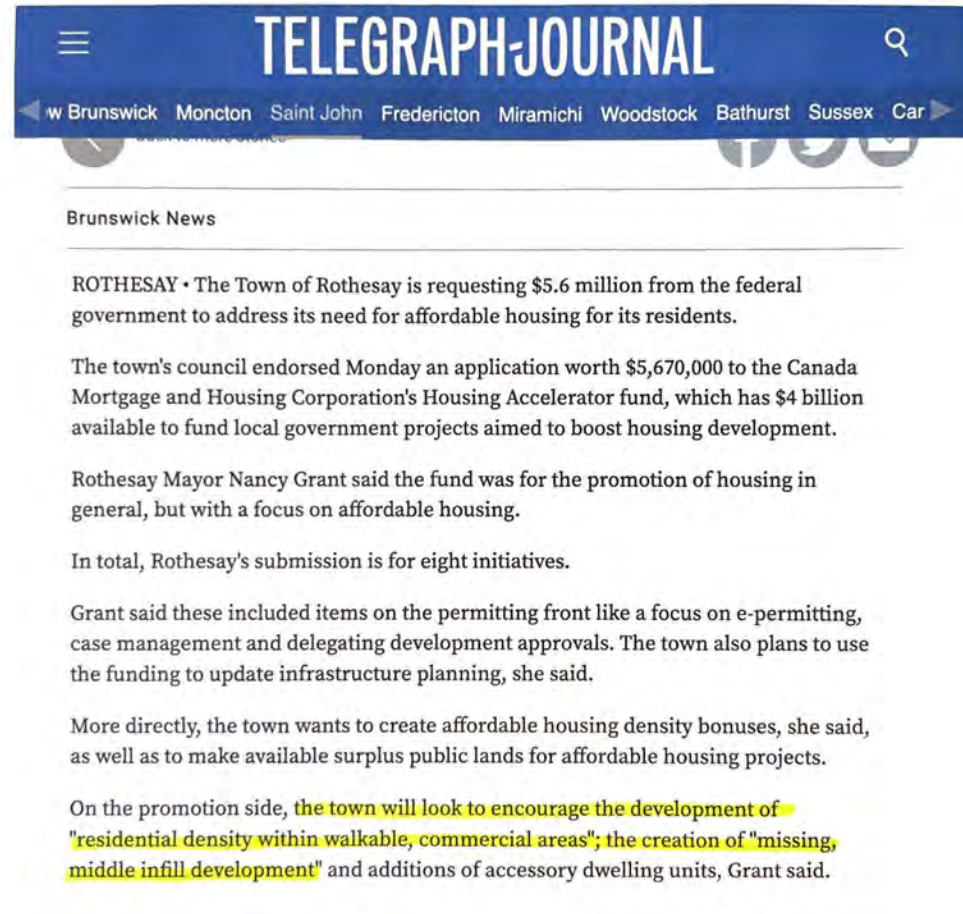
Housing of all types



Especially **ATTAINABLE** homes for: Downsizers
Young Families
One-level living



Rothesay Requests Infrastructure Support for Future Development



TELEGRAPH-JOURNAL

← w Brunswick Moncton Saint John Fredericton Miramichi Woodstock Bathurst Sussex Car →

Brunswick News

ROTHESAY • The Town of Rothesay is requesting \$5.6 million from the federal government to address its need for affordable housing for its residents.

The town's council endorsed Monday an application worth \$5,670,000 to the Canada Mortgage and Housing Corporation's Housing Accelerator fund, which has \$4 billion available to fund local government projects aimed to boost housing development.

Rothesay Mayor Nancy Grant said the fund was for the promotion of housing in general, but with a focus on affordable housing.

In total, Rothesay's submission is for eight initiatives.

Grant said these included items on the permitting front like a focus on e-permitting, case management and delegating development approvals. The town also plans to use the funding to update infrastructure planning, she said.

More directly, the town wants to create affordable housing density bonuses, she said, as well as to make available surplus public lands for affordable housing projects.

On the promotion side, the town will look to encourage the development of "residential density within walkable, commercial areas"; the creation of "missing, middle infill development" and additions of accessory dwelling units, Grant said.



Brunswick News

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The Solution

Missing Middle Development

▶ Increased Density + Infill development
= Attainable Housing

▶ More Citizens living comfortably in their own home!

What is Attainable Housing?



Homes that are more affordable than detached single family homes (\$400K VS \$700K+)

Homes that are an option for young families with full time employment earning \$20-25/HR (family annual income of \$80,000 - \$100,000)

Homes with mortgage payments that are similar to two-bedroom apartment rentals

Homes that allow seniors to sell their existing homes and move into new homes that match their current needs without leaving Rothesay (age-friendly housing)

Attainable Housing

Glengary Estates



Future Land Use Map

The Road Map

Rothesay Municipal Plan
Intentional design of community
Effective use of remaining land

NOTE: Glengary Estates is proposed for development in an area that is located in the heart of a MEDIUM DENSITY designated area



Medium Density

P. 37

The Road Map

Medium Density - "The Missing Middle"

- Currently only 3% of entire land mass!
- Highly desirable
- Attainable
- Excellent starter homes
- Age-Friendly
- Social mixing
- Supportive Neighborhood
- Effective use of existing infrastructure

Rothersey Municipal Plan

By-Law 1-20

Medium Density Residential Designation

Rothersey's secondary form of residential dwellings includes semi-detached, attached, and clustered units. This type of residential land use comprises 2641 acres or **3 percent** of the entire land mass of Rothersey.

These residential dwellings typically have a small front and back yard, or share a common green area, and are located in close proximity to the commercial land uses. Despite their proximity to higher intensity uses, **these neighbourhoods remain highly desirable**. The **relative affordability** of these dwellings make excellent starter homes for **young persons and families**, but also enable **long-time residents** the ability to stay in Rothersey by downsizing. While these dwellings are smaller than traditional single-family detached homes, the advantage is less maintenance is required. Furthermore, the **desirable qualities of social mixing** and **supportive neighbourhood** interactions associated with the low-density residential areas are also found in medium density neighbourhoods.



As our population continues to age attached residential dwellings, particularly garden homes, may become more attractive as our **senior population looks to downsize**. Neighbourhoods can be enriched and protected through the development of parks and municipal facilities. Moreover, medium density shall continue to be developed in tandem with commercial development in an effort to **encourage density and reduce suburban sprawl**. Council recognizes the importance of housing diversity, accordingly the following policies will allow for a range of medium density residential land uses in Rothersey.

Council Shall:

Policy MDR-1

Medium Density Residential Designation:

Designate land identified on the Generalized Future Land Use Map as encompassing those areas of Rothersey where the **primary land use shall be medium density residential**.

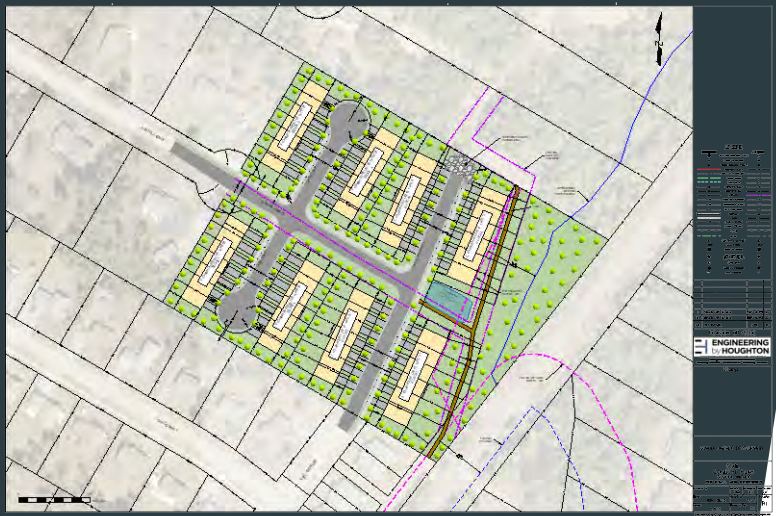
Policy MDR-2

Medium Density Residential Uses:

Allow within the Medium Density Residential designation a range of housing types where the

Glengary Estates

On School Avenue



Our Request

We request approval of a rezoning and subsequent development of a 54-unit townhome development on land that has already been thoroughly investigated and designated for MEDIUM DENSITY residential development, as recognized in the Municipal Plan.

Glengary Estates

On School Avenue



Our Motivation



Glengary Estates

On School Avenue



Why This Development is Important

- ✓ Addresses the need for housing in general (all types)
- ✓ Answers the Prime Minister's call to action - HAF \$4B
- ✓ Answers our Mayor's call to action- the missing middle & infill
- ✓ Provides housing that is attainable
- ✓ Provides an option for downsizing
- ✓ Provides an option for young families and first-time buyers vs renting
- ✓ Makes effective use of existing infrastructure

Glengary Estates

On School Avenue



Why This Development is Important

The Proposed subdivision, Glengary Estates:

- ✓ Complies with and is supported by the MUNICIPAL PLAN (BY-LAW 1-20) enacted April, 2021 (7.4 units/acre)
- ✓ Is supported and recommended by Rothesay Town Staff
- ✓ Is supported by local residents (face-to-face visits)
- ✓ It is TIME! Comparable model in Rothesay = Shadow Hill est. 40 years ago in 1983 (10 units/acre)

Glengary Estates

On School Avenue

APPENDIX

Example of New Home Construction 1645 ft2



2 Greenbrier Street, Rothesay, New Brunswick, E2E2G6

[Schedule a Visit](#) [Request Information](#) [Mortgage Calculator](#) [Print Feature Sheet](#) [Favourite](#)

For sale, ID#: NB089782

Share this Property

2 Greenbrier Street

Rothesay New Brunswick

3 Beds

2 Bath



\$869,000

Glengary Estates

On School Avenue



APPENDIX

HOME OWNERSHIP

	\$ 400,000.00		\$ 700,000.00	
20% down payment	\$ (80,000.00)		20% down payment	\$(140,000.00)
	\$ 320,000.00			\$ 560,000.00
5 yr fixed @ 5.69			5 yr fixed @ 5.69	
25 yr amortization			25 yr amortization	
monthly payment	\$ 1,961.00		monthly payment	\$ 3,433.00
5% down	\$ (20,000.00)		5% down on first 500000;	
	\$ 380,000.00		10% on remainder	\$ (45,000.00)
CMHC premium 4%	\$ 15,200.00			\$ 655,000.00
Mortgage	\$ 395,200.00		CMHC premium 4%	\$ 26,200.00
5 yr fixed @ 5.69			Mortgage	\$ 681,200.00
25 yr amortization			5 yr fixed @ 5.69	
monthly payment	\$ 2,456.00		25 yr amortization	
			monthly payment	\$ 4,233.00

RENTAL

NEW CONSTRUCTION
2 BEDROOM, 800FT2

\$2,000+ MONTH

SOURCE = RBC NOV 14/2023