

Town of Rothesay

Land Acknowledgement

We would like to respectfully acknowledge that our town of Rothesay exists on the traditional lands of the Wolastoqiyik / Maliseet and Mi'Kmaq whose ancestors, along with the Passamaquoddy / Peskotomuhkati Tribes / Nations signed Peace and friendship Treaties with the British Crown in the 1700s.

We respectfully acknowledge that The United Nations Declaration of the Rights of Indigenous Peoples (UNDRIP) was adopted by the United Nations on September 13, 2007 and enshrined in law in Canada by Parliament on June 21, 2021 as Bill C-15.

We respectfully endorse the Calls to Action of the Truth and Reconciliation Commission of 2015 as it applies to our Municipal Government of the town of Rothesay.

- presented by the Honourable Graydon Nicholas
September 13th, 2021



ROTHESAY
COUNCIL MEETING
Town Hall Common Room
Monday, January 8, 2024
7:00 p.m.



PLEASE NOTE: Electronic means of communication may be used during the meeting.

Public access to the livestream will be available online:

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

Rothesay Land Acknowledgement

Deputy Mayor Alexander

1. APPROVAL OF AGENDA

2. APPROVAL OF MINUTES

Regular Meeting 11 December 2023

➤ **Business Arising from Minutes**

3. OPENING REMARKS OF COUNCIL

➤ Alzheimer's Awareness Month (Recognition day January 17, 2024)

3.1 Declaration of Conflict of Interest

4. DELEGATIONS

N/A

5. CORRESPONDENCE FOR ACTION

5.1 11 December 2023 Donation request from Portage

Refer to the Finance Committee

5.2.1 15 December 2023 Letter from the Kennebecasis Valley Fire Department RE: Extension for the Regional Fire Agreement

5.2.2 20 December 2023 Letter from Quispamsis

Extend the Regional Fire Agreement for one (1) year to December 31, 2024

6. CORRESPONDENCE - FOR INFORMATION

6.1 December 2023 Social Media Promotion of Recognition Events 2024 Schedule

6.2 3 January 2024 Response from Minister Rodriguez RE: MV Fundy Rose (Saint John/Digby)

6.3 4 January 2024 Letter to Recycle NB RE: NB Stewardship Plan for Packaging and Paper

6.4 4 January 2024 Response to resident RE: Clark Road Intersection Improvements

7. REPORTS

7.0 January 2024 Report from Closed Session

7.1 26 October 2023 Fundy Regional Service Commission (FRSC) meeting minutes

7.2 30 November 2023 Draft unaudited Rothesay General Fund Financial Statements

30 November 2023 Draft unaudited Rothesay Utility Fund Financial Statements

30 November 2023 Donation Summary

ROTHESAY

Regular Council Meeting

Agenda

-2-

8 January 2024

- 7.3 20 December 2023 Draft Works and Utilities Committee meeting minutes
- Almon Lane (detour concerns)
 - Woodland Avenue (recommendation for a “No Exit” sign)
 - Grove Avenue/Hampton Road/Church Avenue (traffic light concern)
 - Donlyn Drive (request for sidewalk)
 - First Street (water run-off)
- 7.4 20 December 2023 Draft Heritage Preservation Review Board meeting minutes
- 7.5 2 January 2024 Draft Planning Advisory Committee meeting minutes
- 45 Marr Road and 6 Old Mill Lane (PIDs 00245415 & 00118067)
 - Dobbin Street (PIDs 30354955 & 30354963)
 - 7 Scott Avenue PID 00064105 (*see Public Hearing scheduled for January 15, 2024*)
- 7.6 December 2023 Monthly Building Permit Report
- 7.7 4 January 2024 Capital Projects Summary

8. UNFINISHED BUSINESS**TABLED ITEMS****8.1 Strong Court Sidewalk – Anglophone South School District** (Tabled April 2021)*No action at this time***8.2 Rothesay Arena Open House** (Tabled September 2021)*No action at this time***8.3 Private Lanes Policy** (Tabled July 2022)*No action at this time***8.4 School Avenue/Kaitlyn Street (Glengary Estates) PIDs 30146708 & 30146674**

3 January 2024 Memorandum from Town Clerk Banks

DRAFT By-law 2-10-36

DRAFT Subdivision Agreement

8.5 Rothesay Ridesharing By-law

5 January 2024 Memorandum from Town Manager Jarvie

20 December 2023 Public Notice

DRAFT By-law 1-24

9. NEW BUSINESS**9.1 Committee Appointment Error**

29 December 2023 Memorandum from Nominating Committee

9.2 Zamboni Purchase Rothesay Arena

8 January 2024 Report prepared by DRP Jensen

ROTHESAY

Regular Council Meeting

Agenda

-3-

8 January 2024

10. NEXT MEETING

10.1 Special Public Meeting (Recreation Master Plan)

3 January 2024

Memorandum from Town Clerk Banks

DRAFT

Recreation Master Plan (Version 4)

Special Public Meeting Monday, January 15, 2024 at 6:00 p.m.

Public Hearing Monday, January 15, 2024 at 6:30 p.m.

Regular meeting Monday, February 12, 2024 at 7:00 p.m.

11. ADJOURNMENT



December 11, 2023

Town of Rothesay
70 Hampton Road,
Rothesay NB
E2E 5L5



Dear Mayor Nancy Grant;

RE: Request for a financial donation

Portage is very proud to be celebrating its 50th anniversary this year. The first Portage residential rehabilitation centre opened its doors in Prévost, on the shores of Lake Écho, in the Laurentians, on February 14, 1973. Portage now operates 13 centres dedicated to helping various clientele, including youth, adults, pregnant women, women with young children, and adults with mental health disorders.

In New Brunswick, Portage Atlantic's 28 years of helping young people is thanks, in part, to so many wonderful supporters in your community and throughout New Brunswick. Successful outcomes not only affect the young people in treatment, it affects their families and the communities they live in as well. A Portage Graduate recently presented her story (a portion of which is below) to a service group. The story of her journey is representative of many others who have been at Portage.

"I went to Portage broken. I was not a good person. I was unreliable, I was undependable, I was dishonest, and I was selfish. I could not communicate my feelings. I was not a kind person.

I left Portage with 21 competencies to be a better person - a reliable person, a dependable person, honest, a selfless person, a communicator. I left Portage kind. I left Portage with hope. I left Portage with the ability to have healthy connections. I left Portage with the ability to express and communicate my feelings. I left Portage realizing that I am worthy. I left Portage with a future to walk forward to. I owe my success to Portage...

Thank you to Portage for creating a space conducive to healing recovering addicts and being more than a location on a map but instead, a location that holds my heart.

I am Tatyannah Cote and Portage Atlantic gave me freedom from addiction. "

Portage Atlantic depends on private financial support to help maintain and enhance programs and services at Cassidy Lake. The cost of inflation has certainly affected our purchasing power and we are hopeful that you are able to consider a \$1000 donation or any other amount that is more suitable.

Thank you for your consideration in supporting so many young people like Tatyannah who have made the courageous decision to seek rehabilitation treatment.

Sincerely,

Russell H.T. King
Chairman, Portage Atlantic

2024January8OpenSessionFINAL_018

CONTACT US



Portage at Cassidy Lake
1275, route 865
Cassidy Lake (New Brunswick)
E4E 5Y9



(506) 839-1200



info_adoatl@portage.ca



portage.ca

**You can message us privately via social media
for any questions or assistance.*

Portage Atlantic is funded by the
New Brunswick Departments of
Health, Public Safety and Education
and the Portage Foundation in
Atlantic.

PORTAGE

**ADOLESCENT
PROGRAM**





Rehabilitation Program for Youth

In a safe environment, youth between **14 and 21** work on the root causes of their addiction problems and learn how to live a healthy and positive life, free from drugs and other substances.

The **therapeutic community** and support from other residents in similar situations are there to help you regain your confidence and self-esteem. At Portage, we often say that only you can do it, but you can't do it alone.

Aftercare and continuing care services help you reconnect with family and loved ones, build healthy social networks and maintain a positive lifestyle after treatment.



Group Meetings



Adapted School Curriculum



Physical Activities



Social Reintegration



Career orientation



Emotional Management



Family Support



Sense of Belonging

Starting therapy in a residential centre for a few months may seem like an eternity, but it's nothing compared to the rest of your life.

There will be challenging moments and times when you will be proud of yourself for persevering. No one expects you to be perfect. Therapy is based on your own experiences; all you need to do is be yourself and use the tools available. Leaving your family may seem difficult, but at Portage, you will find a warm environment and, most importantly, make friends for life.



Residential Program

We offer a program adapted to your needs that can last up to 6 months. Throughout the process, your needs will be re-evaluated and adjusted according to your evolution and the achievement of your goals. Once the residential phase is complete, you and your peers will join a support group who will help accompany you in achieving your life's goals. Your family and friends are also invited to participate in workshops and groups designed to meet their needs while supporting your process.

Education

Portage Atlantic offers a mandatory school program for youth, taught by certified teachers from the Department of Education. The curriculum is adapted to your needs to help you reach your academic goals.



Kennebecasis Valley Fire Department

To: Cathy Snow, Quispamsis Clerk; Mary Jane Banks, Rothesay Clerk

From: John Jarvie, Administrator

Cc: Chief Boyle

Re: Extension - Regional Fire Agreement

Date: December 15, 2023

The purpose of this memo is to advise the Councils of Quispamsis and Rothesay that the Regional Fire Agreement and extensions will expire at year end. Consequently, it is requested that each Council pass a motion to extend the current agreement once again.

It is recommended that:

Council agrees to extend the Regional Fire Protection Agreement for one (1) year to December 31st, 2024.

Background

The current Regional Fire Agreement included a fifteen-year term expiring at the end of 2020. With the end of that period approaching and uncertainty about the implications of municipal reform, the Towns executed a Memorandum of Understanding (MOU) extending the agreement for two years and it was extended another year last year.

A Strategic Plan has been adopted by the Department and there is some clarity on the direction the provincial government is moving regarding fire services. The Board of Fire Commissioners is actively discussing this matter and expect to recommend a long term extension in the new year.



Office of the Clerk Town of Quispamsis
12 Landing Court | Quispamsis, NB | E2E 4R2
T: 506 849 5738 | F: 506 849 5799 | csnow@quispamsis.ca

December 20, 2023

Mr. John Jarvie, Administrator
Kennebecasis Valley Fire Department
7 Campbell Drive
Rothesay, NB E2E 5B6

Dear Mr. Jarvie:

**RE: EXTENSION OF THE REGIONAL FIRE PROTECTION AGREEMENT AND
ADMINISTRATION AGREEMENT – KENNEBECASIS VALLEY FIRE DEPARTMENT**

Thank you for your correspondence of December 15, 2023 concerning the above referenced matter.

I am pleased to confirm the Quispamsis Town Council, at its December 19, 2023 Regular Meeting, unanimously passed the following motion:

Moved By . . . the Quispamsis Town Council agrees to extend the Regional Fire Protection Agreement and the Administration Agreement for one year to December 31, 2024; and a MOU be prepared and executed by the participating parties formalizing the one-year extension. **Motion Carried**

Trusting the above responds favourably to your memorandum and we look forward to receipt of the MOU .

Seasons Greetings,


Catherine Snow
Town Clerk

cc: Chief Michael Boyle, Kennebecasis Valley Fire Department - mboyle@kvfire.ca
Mayor & Council, Town of Rothesay c/o Mary Jane Banks, Town Clerk



ROTHESAY MEMORANDUM



TO : Mary Jane Banks
FROM : Keri Flood
DATE : December 2023
RE : Social Media Promotion of Recognition Events 2024 Schedule

**Mayor & Town Clerk approved list for 2024 via email on December 6th, 2023.
**Updated list with the history of lighting up Town Hall on December 19th, 2023.*

Here is a list of recognition events that were promoted on Rothesay social media channels in 2023. Please review with the Mayor for approval for 2024.

January

- Alzheimer's Awareness Month (**LIT TOWN HALL BLUE – MAY 25, 2022, for Walk for ALZ*)
- Family Literacy Day (January 27th)

February

- Chinese New Year
- Black History Month
- 2-1-1 Day (February 11th)
- Family Day (3rd Monday)
- Pink Shirt Day/ Anti-bullying Day

March

- Amyloidosis Awareness Month (**LIT TOWN HALL RED – MARCH 16, 2023*)
- International Women's Day (March 8th)
- Purple Day – Epilepsy Awareness (March 26th) (**LIT TOWN HALL PURPLE – MARCH 26, 2021*)

April

- National Organ and Tissue Donation Awareness Month (**LIT TOWN HALL GREEN – April 27, 2022*)
- Earth Day (April 22nd)
- Worker's Day of Mourning: **Half-Masting April 28**

May

- Lyme Awareness Month (**LIT TOWN HALL GREEN – MAY 1, 2023*)
- National Mental Health Week (first week in May)
- National Police Week (second week in May?)
- Disability Awareness Week (GNB)
- Fibromyalgia Awareness Month (**LIT TOWN HALL PURPLE – MAY 12, 2023*)
- Melanoma Awareness Month
- Asian Heritage Month
- Food Allergy Awareness Month (**LIT TOWN HALL PURPLE – MAY 18, 2021*)
 - Sweet Caroline Foundation

June

- National Indigenous History Month

- Parks and Recreation Month
- Intergenerational Day (June 1st)
- National Day of Remembrance for Victims of Terrorism: Half-Masting (June 23)
- Congratulations to all the graduates of [year]! (last day of school)
- Marigold Project (unsure of date)

July

August

September

- International Literacy Day (September 8th)
- 'National Firefighters' Memorial Day: Half-Masting (Second Sunday in September)
- Police and Peace Officers' National Memorial Day: Half-Masting (Last Sunday in September)
- Rail Safety Week
- National Day for Truth and Reconciliation: Half-Masting (September 30th)

October

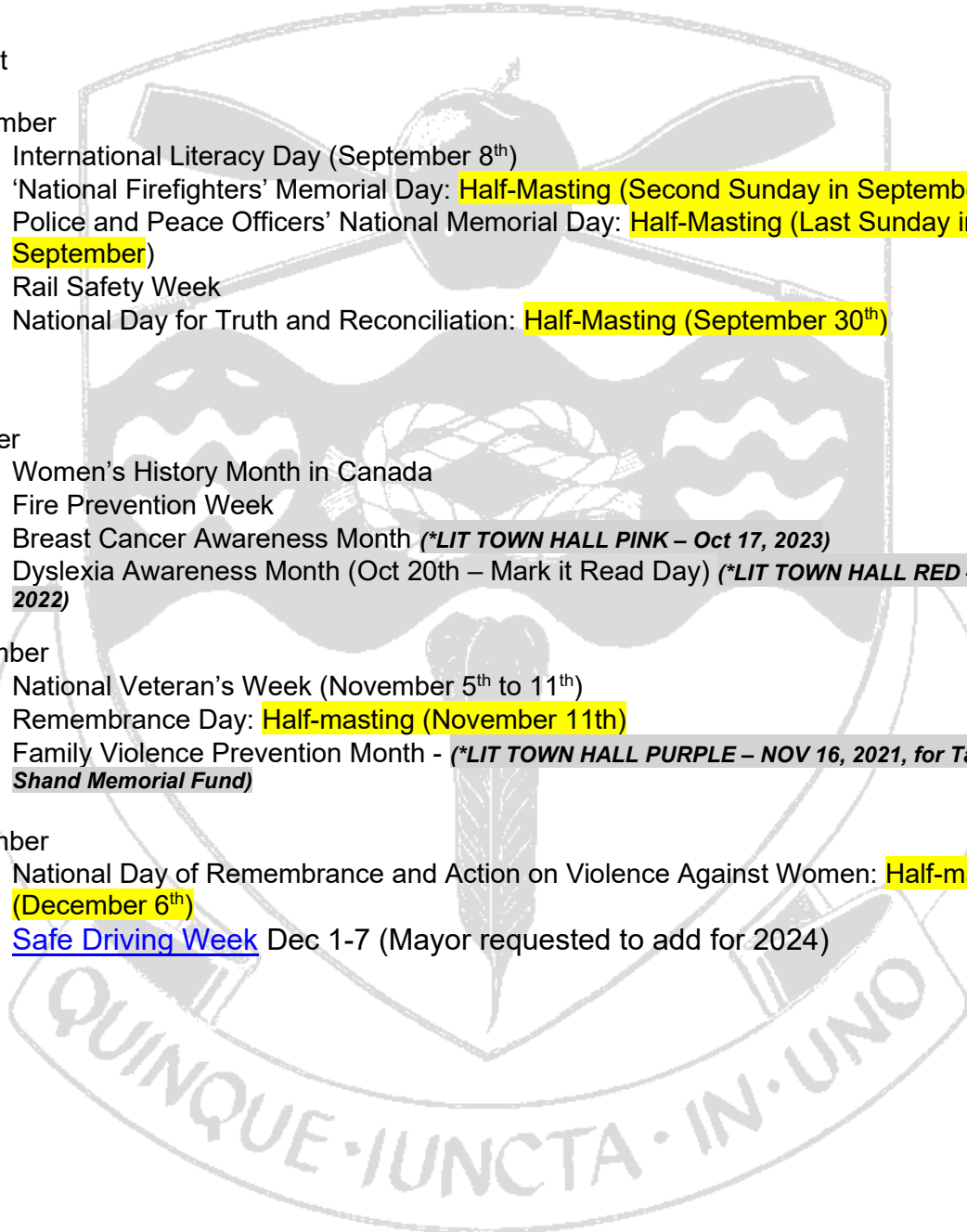
- Women's History Month in Canada
- Fire Prevention Week
- Breast Cancer Awareness Month (*LIT TOWN HALL PINK – Oct 17, 2023)
- Dyslexia Awareness Month (Oct 20th – Mark it Read Day) (*LIT TOWN HALL RED – Oct 25, 2022)

November

- National Veteran's Week (November 5th to 11th)
- Remembrance Day: Half-masting (November 11th)
- Family Violence Prevention Month - (*LIT TOWN HALL PURPLE – NOV 16, 2021, for Tanya Shand Memorial Fund)

December

- National Day of Remembrance and Action on Violence Against Women: Half-masting (December 6th)
- [Safe Driving Week](#) Dec 1-7 (Mayor requested to add for 2024)



Liz Hazlett

From: Liz Hazlett
Sent: Thursday, January 4, 2024 9:55 AM
To: Liz Hazlett
Subject: FW: Regarding the MV Fundy Rose

From: Minister of Transport / Ministre des Transports (TC) <TC.MinisterofTransport-MinistredesTransports.TC@tc.gc.ca>
Sent: Wednesday, January 3, 2024 11:42:04 AM
To: Nancy Grant <NancyGrant@rothesay.ca>
Subject: Regarding the MV Fundy Rose

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

January 3, 2024

Dr. Nancy Grant
Mayor
Town of Rothesay
NancyGrant@rothesay.ca

Good day:

Thank you for your letter of November 23, 2023, regarding the *MV Fundy Rose*.

Ferry service is essential for Canadians living in Eastern Canada—tourists, residents, and businesses need to have safe and reliable travel options.

As I recently announced, Transport Canada will not be re-deploying the *MV Fundy Rose* to the Souris–Îles-de-la-Madeleine route. I came to this decision based on the clear importance of the ferry service to your local community, and to many other communities in both New Brunswick and Nova Scotia. I also want to share that many Members of Parliament from New Brunswick were very strong advocates on behalf of keeping the *MV Fundy Rose* on its regular route here in Ottawa.

Thank you again for writing.

Sincerely,



The Honourable Pablo Rodriguez, P.C., M.P.
Minister of Transport and Quebec Lieutenant



January 4, 2024

Recycle NB
P.O. Box 308, Station A,
Fredericton, New Brunswick
E3B 4Y9
Attention: Erik Matchett, Chair

70 Hampton Road
Rothesay, NB
Canada E2E 5L5
T: 506-848-6600
F: 506-848-6677
Rothesay@rothesay.ca
www.rothesay.ca

Dear Mr. Matchett:

RE: New Brunswick Stewardship Plan for Packaging and Paper

We are writing regarding the implementation of the above and its application in the town of Rothesay and to some extent the Fundy Region.

Rothesay has been providing recyclable collection service for 10 years. The service is referred to as “split stream” since materials are sorted by the householder. This results in higher quality material at the sorting station facility at Crane Mountain (operated by the Fundy RSC) in comparison to jurisdictions where all materials are collected in a single container before sending them for sorting. Rothesay has a contract with a hauling firm (FERO Waste Management) to collect recyclable materials at curbside. Our residents have participated with enthusiasm.

In the summer, Circular Materials told municipalities in the western half of the province that it would begin a program where those municipalities which currently operate curbside recycling programs could continue to do so and be subsidized by Circular Materials from November 1st.

In September Council authorized staff to advise Circular Materials that Rothesay would continue to be responsible for recyclable collection in the municipality in spite of what we understand to be compensation significantly less than the cost of providing the service through the current contract (\$37 per stop versus \$50+).

When these matters have been raised with Circular staff, we have been advised that the expectation is to continue the existing high quality service provided by the Town through its contractor. However this is not represented in the written contract offer. A “master agreement” may be suitable for initial discussion but our Council consider it unrealistic to expect the municipality to execute such an agreement.

There are a variety of issues with the proposed Master Agreement such as including terms on sorting which are inapplicable, requiring pickups at schools, not defining the location to which material would need to be delivered and a fuel escalation clause which is unfair and/or redundant. We have been advised by Circular Materials that they are unwilling to enter the contract with the Town until May.

We have identified that because Rothesay will not be paid by Circular Materials in accordance with the spirit of the Stewardship Plan, Circular is not entering into a sorting contract with the Fundy Regional Service Commission at least until May. That is by “negotiating” in this fashion Circular Materials is saving both the payments to Rothesay and the payments to the FRSC for at least six months. This presents an additional complication to the Town concerning collection as it has necessitated a change in the collection contract with an increase in collection costs. Perhaps this is the type of direction coming from its corporate shareholders but we do not think it is consistent with the intent of the Stewardship Plan which includes the following statement:

The Regional Service Commission (RSC), local municipality or First Nation (the “entity”) that was delivering collection services for packaging and paper to single-family and multi-unit dwellings and schools when the Regulation was filed in October 2021, or the entity that has assumed responsibility for those dwellings and schools through the local government reform process, will have a right of first refusal to deliver collection services under contract to Circular Materials Atlantic.

To summarize: Rothesay is very disappointed with the implementation of Extended Producer Responsibility program. We suggest that our experience in dealing with Circular Materials may account for the small number of municipalities choosing to continue with oversight of existing recycling programs in their jurisdictions.

As the body responsible for oversight of this government initiative we ask you to investigate and advise if you are satisfied with the way in which it is being implemented. Thank you.

Yours truly,

original copy signed by Mayor

Dr. Nancy Grant
Mayor

CC : Hon. Gary Crossman
Hon. Ted Flemming K.C.
Frank LeBlanc, CEO



4 January 2024

8 Clark Road
Rothesay, NB
E2E 2G8

70 Hampton Road
Rothesay, NB
Canada E2E 5L5

T: 506-848-6600
F: 506-848-6677

Rothesay@rothesay.ca
www.rothesay.ca

Dear _____

Re: Clark Road Intersection Improvements

Thank you for your letter of November 28th. I have been asked by Rothesay Mayor and Council to respond. First of all I apologize for the delay in writing to you and for the inconvenience the project has caused your household. The following are in answer to the points you make.

Generally water lines are extended where new development is taking place. In this case the line was extended from the main on Gondola Point Road as it is anticipated more lines will be installed in the vicinity in future and it is hoped to avoid digging up the road unnecessarily. The 'ugly pipe' you reference will be lowered to be flush with the ground. They are generally not obtrusive once this is done. You will be able to connect to the new line if you need to and there will eventually be a quarterly bill for stand-by service and water usage if you decide to connect. You may wish to speak to your insurance adviser about whether your premiums will be reduced.

The damage to your property is an unfortunate result of the work to do the project. When weather permits in the spring your driveway will be repaved and turf damage repaired. Please contact the Town office if this is not carried out to your satisfaction.

The work on the neighbouring property is intended to take away the water in your backyard and return it to a condition similar to before the construction. Town staff will monitor.

Regrettably tax increases are sometimes essential but as I'm sure you're aware the additional three hundred dollars you will pay is needed to maintain services and improve Town assets. I assure you Council is very conscientious regarding tax expenditures.

I hope this adequately answers your concerns; if otherwise please let me know.

Yours truly,


John Jarvie RPP, MCIP
Town Manager

CC. : Rothesay Council



**Regular Meeting
October 26, 2023**

Meeting minutes of the Open Session of the Board of Directors of Fundy Regional Service Commission held on Thursday, October 26, 2023, at the Fundy St. Martins Community Centre, 69 Main Street, St. Martins.

1. Call to Order

Chair O’Hara called the meeting to order at 10:43 a.m.

2. Record of Attendance

Libby O’Hara	Chairperson, Quispamsis
Jim Bedford	Vice-Chair, Fundy St. Martins
John MacKenzie	Deputy Mayor, Saint John
Nancy Grant	Mayor, Rothesay
Brittany Merrifield	Mayor, Grand Bay-Westfield
Bruce Dryer	Fundy Rural District Alternative Representative
Robert Doucet	Mayor, Hampton

OTHERS

Phil Ouellette, Chief Executive Officer, FRSC
Cassie Silhanek, Recording Secretary, FRSC

GUESTS

Mark Porter, Director of Finance, FRSC
Graeme Stewart-Robertson, Policy and Research Manager, FRSC
Marco Sivitilli, Gemtec
Jennifer Hashey, Gemtec

ABSENT

Ray Riddell, Fundy Rural District Alternative Representative

3. Approval of the Order of Business

Chairperson O’Hara called for approval of the agenda.

Motion: To approve the October 26, 2023, Agenda.

Moved: Director Doucet
Seconded: Director MacKenzie
Vote: *Motion Carried*

4. Disclosure of Conflict of Interest

None.

5. Approval of the Minutes

a. Approval of the September 27, 2023, meeting minutes

Motion: To approve the September 27, 2023, minutes as presented.

Moved: Director Bedford
Seconded: Representative Dryer
Vote: *Motion Carried*

6. Consent Agenda

- a. Community Planning and Building Inspection Report**
- b. CMHC Application**
- c. Envision Saint John Reporting**
 - i. 2024 Budget**
 - ii. Q2 Reporting**
 - iii. Health Practitioner Initiative Report**

Motion: To adopt all resolutions from all reports found within the consent agenda for October 26, 2023:

To receive and file the Community Planning and Building Inspection Report.

To approve the submission of a funding application as described in this October 26th, 2023, report to the CMHC Housing Accelerator Fund on behalf of the Fundy Rural District.

To receive and file the 2024 Budget, Q2 Report, and the Health Practitioner Initiative Report submitted by Envision Saint John.

Moved: Director MacKenzie
Seconded: Director Doucet
Vote: *Motion Carried*

7. Arena Needs Assessment

Graeme Stewart-Robertson spoke to the report, and its creation. The intention of the report has been to unlock the ability of each FRSC member to access RDC funds for arena projects, as a regional needs assessment is now a requirement of the RDC prior to distributing local funding.

With a critical focus on accessibility and inclusivity, the assessment emphasizes the need to bring arena facilities in line with contemporary standards. The report's multi-faceted recommendations, anchored in community-centric developments, propose immediate actions and long-term strategies.

Motion: Adopt the Fundy Region Arena Needs Assessment as presented in the October 26th, 2023, report, and ask the FRSC staff to submit it immediately to the Regional Development Corporation.

Moved: Director MacKenzie

Director Grant proposes an amendment, one reference with retrofitting propose this to be removed, and that the pages be numbered.

Motion: To adopt the Fundy Region Arena Needs Assessment with an amendment made to replace the word “retrofit” to read as “reinvestment”, and direct FRSC staff to submit the final version to the Regional Development Corporation up on completion.

Moved: Director MacKenzie
Seconded: Director Grant
Vote: *Motion Carried*

8. FRSC 2024 Budget

CEO Ouellette noted that there is only one small change to the budget with an additional capital item being the solar pumps. It was noted by CEO Ouellette that the RSSF grant was increased for our area.

Chair O’Hara opened the floor for questions; no questions, concerns or comments were made.

Motion:

- 1) Approve the 2024 FRSC operating and capital budget as presented in the October 26, 2023, open session report.

Moved: Director Doucet
Seconded: Director MacKenzie
Vote: *Motion Carried*

- 2) To direct FRSC staff to examine the actual costs associated with its “per bag” tipping fee and bring forward recommendations prior to the presentation of the draft 2025 FRSC budget on any recommended adjustments.
- 3) To direct CEO Ouellette to apply for the additional RSSF for the increased amount of \$585,898 and apply it towards a reduction in previously projected 2024 member fees.
- 4) To direct CEO Ouellette to finalize the budget with the assumption that there could be more funding provided through the RSSF application and applied to the membership fees.

Moved: Director MacKenzie
Seconded: Representative Dryer
Vote: *Motion Carried*

9. EIA Feedback Summary

Marco Sivitilli and Jennifer Hashey presented on what they heard through the public engagement session that was recently conducted.

The initial engineering consultation with the GNB Technical Review Committee (TRC) has been completed with all questions being responded to. Gemtec has progressed the project to the TRC Iteration 2 stage and the engagement stage, documenting all questions, comments, and responses for the TRC process. The purpose of the public engagement process was to provide opportunities for questions to be asked, answered, and subsequently provided to the TRC for consideration. A virtual

public information session was held on October 3, 2023, and was recorded and posted by the FRSC. A further in-person session with CMEI was held on October 17, 2023. The public engagement process has been completed with no further questions of a differentiating nature being put forward though we will continue to receive questions and comments until the TRC Iteration 2 is complete. All public engagement comments to Gemtec and the FRSC will be provided to the TRC for feedback, corrections, and final responses. There is an expectation of the Minister's approval by the end of 2023, where it would then be turned back to the Board for approval, and hopefully begin work in 2024.

Chair O'Hara opened the floor for discussion.

Director Merrifield spoke up to state that her opinion is that the notification process for the public was inadequate and that an in-person engagement would have been more successful. Director Merrifield continued to assert that, in her opinion, there is no new field work being done on this EIA and it seems to be only relying on the EIA done in 1997, which is not adequate since there are fundamental changes being made. She also asserted that there is likely to be an increase in leachate production due to climate change. Ultimately Director Merrifield concluded that unless there are significant changes, the town of Grand Bay-Westfield would not be able to support this EIA.

Chair O'Hara commented that she will be writing to the Province that to have things posted to the paper is passe, noting that the consideration of digital accessibility is challenging, perhaps this is something for the FRSC to consider in policy moving forward.

Mr. Sivitilli responded on the point that the EIA was a desktop study, indicating that there was engineering done to make sure that the existing infrastructure was able to support the extra weight and capacity changes. This was not included in this summary document, but there are studies that have been done. He also mentioned that there is still no issues to nearby wells, if something went wrong in the future.

Chair O'Hara requested more information to supplement the questions posed by Director Merrifield regarding climate change. Mr. Sivitilli spoke about the leachate capacity and how they considered the increase in rainfall caused by climate change stating that there are measures in place in the active area that decrease the chances of leachate levels reaching a critical point.

Director MacKenzie spoke up noting first that he has no expertise in landfills or engineering, but expressing his concern about the community possibly seeing a failing on the EIA if it is relying on a 20-year-old report. Further noting that accounting for future changes is prudent to show due diligence, and he does not want to rely on a 20-year-old report.

Marc MacLeod, FRSC General Manager, addressed the various concerns raised by stating that there are currently no plans to change the existing landfill system and it is the same footprint, which causes no need for another full study. Mr. MacLeod stated that since the plan would be to change the top from being flat to being tented, it would create more efficiencies in handling rainfall. Further, he explained that the landfill has a state-of-the-art hydro geologic trigger system, that is the first of its kind, which monitors the area. Mr. MacLeod ended by stating that this EIA study is not a desktop study as there was impact testing, and there was significant testing to the current infrastructure.

Director MacKenzie spoke up stating that it is his opinion that there are issues, and that the landfill is not perfect, continuing to say that Mr. MacLeod can say that by going higher it has no impact to

operations, but operations are not perfect right now. Director MacKenzie suggested that an in-person meeting should have been held as there is a need for the community to be able to be there in person to hear the concerns.

CEO Ouellette spoke up stating that he hears that there are board members who are concerned about the process and stated that staff and the contracted services have held the highest due diligence on this project as the FRSC and Gemtec have spoken to the Province on the process and received positive feedback. CEO Ouellette continued stating that the FRSC has taken this entire process seriously and that this is not currently up for a decision yet. CEO Ouellette summarized the discussion stating that there was a need to have further discussions as a team on if there are more touch points that could be used in the process.

Motion: To receive and file this report.

Moved: Director Grant
Seconded: Director Dryer
Vote: *Motion Carried*

10. FRSC Work Plan 2024

CEO Ouellette spoke to the process for the workplan development stating that it has been engaged at the committee level, that the staff planning session is planned, and that there is intent to connect with the Board in early 2024 to give a draft workplan and have it adopted.

Motion: To receive and file this report.

Moved: Director MacKenzie
Seconded: Director Doucet
Vote: *Motion Carried*
Absent: Director Bedford

Director Bedford left the table at 11:51 am and returned at 11:57 am, missing the vote.

11. Adjournment

Chairperson O'Hara called for a motion to adjourn.

Motion: To move to adjourn the meeting at 12:01 p.m.

Moved: Director Doucet
Seconded: Director Merrifield
Vote: *Motion Carried*

APPROVED (date) _____

Libby O'Hara, Chairperson

Cassie Silhanek, Recording Secretary

Town of Rothesay

General Fund Financial Statements

November 30, 2023

Attached Reports:

General Capital Fund Balance Sheet	G1
General Reserve Fund Balance Sheet	G2
General Operating Fund Balance Sheet	G3
General Operating Revenue & Expenditures	G4-G6
Variance Report	G7
Capital Summary	G8

Town of Rothesay

Balance Sheet - Capital General Fund 11/30/2023

ASSETS

Capital Assets - General Land	4,559,420
Capital Assets - General Fund Land Improvements	9,362,227
Capital Assets - General Fund Buildings	6,611,482
Capital Assets - General Fund Vehicles	4,409,167
Capital Assets - General Fund Equipment	4,246,495
Capital Assets - General Fund Roads & Streets	45,342,779
Capital Assets - General Fund Drainage Network	21,171,976
Capital Assets - Under Construction - General	1,446,441
	<u>97,149,987</u>
Accumulated Amortization - General Fund Land Improvements	(5,079,703)
Accumulated Amortization - General Fund Buildings	(2,896,486)
Accumulated Amortization - General Fund Vehicles	(2,938,132)
Accumulated Amortization - General Fund Equipment	(2,309,033)
Accumulated Amortization - General Fund Roads & Streets	(22,841,311)
Accumulated Amortization - General Fund Drainage Network	(8,134,680)
	<u>(44,199,345)</u>
	<u>\$ 52,950,642</u>

LIABILITIES AND EQUITY

Gen Capital due to/from Gen Operating	(1,100,000)
Total Long Term Debt	5,662,093
	<u>\$ 4,562,093</u>
Investment in General Fund Fixed Assets	48,388,548
	<u>\$ 52,950,642</u>

2024January8OpenSessionFINAL_036

Town of Rothesay

Balance Sheet - General Fund Reserves

11/30/2023

ASSETS

BNS Gas Tax Interest Account	483,420
BNS General Operating Reserve #214-15	952,347
BNS General Capital Reserves #2261-14	96,091
BNS - Gen Capital Reserve - GIC	1,500,000
BNS - Gas Tax Reserves - GIC	4,100,000
	<u>\$ 7,131,858</u>

LIABILITIES AND EQUITY

Def. Rev - Gas Tax Fund - General	3,580,543
Invest. in General Capital Reserve	1,415,445
General Gas Tax Funding	1,002,877
Invest. in General Operating Reserve	952,347
Invest. in Land for Public Purposes Reserve	161,094
Invest. in Town Hall Reserve	19,551
	<u>\$ 7,131,858</u>

Town of Rothesay
Balance Sheet - General Operating Fund
11/30/2023

CURRENT ASSETS

Cash	3,605,558
Receivables	158,124
HST Receivable	388,181
Inventory	35,691
Gen Operating due to/from Util Operating	61,879
Total Current Assets	<u>4,249,434</u>
Other Assets:	
Projects	<u>6,273,657</u>
	<u>6,273,657</u>
 TOTAL ASSETS	 <u><u>10,523,091</u></u>

CURRENT LIABILITIES AND EQUITY

Accounts Payable	2,024,601
Other Payables	636,040
Gen Operating due to/from Gen Capital	1,100,000
Accrued Pension Obligation	(15,700)
Accrued Retirement Allowance	444,587
TOTAL LIABILITIES	<u>4,189,528</u>

EQUITY

Retained Earnings - General	170,485
Surplus/(Deficit) for the Period	<u>6,163,077</u>
	<u>6,333,563</u>
	<u><u>10,523,091</u></u>

2024January8OpenSessionFINAL_038

Town of Rothesay

Statement of Revenue & Expenditure
11 Months Ended 11/30/2023

	CURRENT MONTH	BUDGET FOR MONTH	CURRENT Y-T-D	BUDGET Y-T-D	VARIANCE Better(Worse)	NOTE #	ANNUAL BUDGET
REVENUE							
Warrant of Assessment	1,676,981	1,676,982	18,446,793	18,446,796	(3)		20,123,778
Sale of Services	56,257	45,964	499,243	418,735	80,507		464,704
Services to Province of New Brunswic	20,327	0	85,362	59,673	25,689		80,000
Other Revenue from Own Sources	110,593	5,442	438,017	136,567	301,451		142,008
CORE grant	8,732	8,731	96,050	96,047	3		104,778
Conditional Transfers	0	0	715,061	51,500	663,561		51,500
Other Transfers	0	0	665,945	665,945	0		796,570
	<u>\$1,872,889</u>	<u>\$1,737,118</u>	<u>\$20,946,470</u>	<u>\$19,875,263</u>	<u>\$1,071,208</u>		<u>\$21,763,338</u>
EXPENSES							
General Government Services	119,172	133,921	2,232,469	2,331,553	99,084		2,592,591
Protective Services	452,539	455,115	5,551,194	5,576,688	25,494		6,235,746
Transportation Services	330,266	254,532	3,023,513	3,239,159	215,646		3,668,562
Environmental Health Services	86,703	86,144	873,504	991,584	118,080		1,077,728
Environmental Development	46,278	64,455	533,845	747,700	213,855		829,950
Recreation & Cultural Services	171,799	147,310	2,197,042	2,159,097	(37,945)		2,496,171
Fiscal Services	47,322	47,153	371,825	369,150	(2,675)		4,862,591
	<u>\$1,254,079</u>	<u>\$1,188,629</u>	<u>\$14,783,393</u>	<u>\$15,414,932</u>	<u>\$631,539</u>		<u>\$21,763,338</u>
Surplus (Deficit) for the Year	<u>\$618,810</u>	<u>\$548,489</u>	<u>\$6,163,077</u>	<u>\$4,460,330</u>	<u>\$1,702,747</u>		<u>\$ 0</u>

2024January8OpenSessionFINAL_039

Town of Rothesay

Statement of Revenue & Expenditure
11 Months Ended 11/30/2023

	CURRENT MONTH	BUDGET FOR MONTH	CURRENT Y-T-D	BUDGET YTD	VARIANCE Better(Worse)	NOTE #	ANNUAL BUDGET
REVENUE							
Sale of Services							
Bill McGuire Memorial Centre	3,490	1,667	38,176	18,333	19,842	1	20,000
Town Hall Rent	9,402	8,217	102,641	90,387	12,254	2	98,604
Community Garden	(40)	0	860	1,200	(340)		1,200
Fox Farm Rental	0	1,875	16,100	20,625	(4,525)		22,500
Arena Revenue	40,764	31,830	228,741	183,065	45,676	3	214,900
Recreation Programs	2,640	2,375	112,726	105,125	7,601		107,500
	56,257	45,964	499,243	418,735	80,507		464,704
Other Revenue from Own Sources							
Licenses & Permits	88,799	875	233,916	81,625	152,291	4	82,500
Recycling Dollies & Lids	52	67	887	733	153		800
Interest & Sundry	20,726	2,667	182,909	29,333	153,575	5	32,000
Miscellaneous	15	833	4,583	9,167	(4,584)		10,000
Fire Dept. Administration	1,000	1,000	11,000	11,000	0		12,000
History Book Sales	0	0	15	0	15		0
Local Improvement Levy Mulberry Lane	0	0	4,708	4,708	0		4,708
	110,593	5,442	438,017	136,567	301,451		142,008
Conditional Transfers							
Canada Day Grant	0	0	1,920	1,500	420		1,500
Grant - Other	0	0	662,959	0	662,959	6	0
Grant - Students	0	0	50,182	50,000	182		50,000
	0	0	715,061	51,500	663,561		51,500
Other Transfers							
Surplus of 2nd Previous Year	0	0	274,070	274,070	0		274,070
Utility Fund Transfer	0	0	391,875	391,875	0		522,500
	0	0	665,945	665,945	0		796,570
EXPENSES							
General Government Services							
Legislative							
Mayor	3,521	3,917	37,687	43,083	5,396		47,000
Councillors	11,213	11,258	119,626	123,842	4,215		135,100
Regional Service Commission 9	1,256	1,256	13,820	13,820	0		15,076
Other	350	292	7,084	13,208	6,125		13,500
	16,340	16,723	178,217	193,953	15,736		210,676
Administrative							
Administration - Wages & Benefits	77,609	85,538	933,373	999,456	66,083	7	1,189,610
Office Building	7,240	10,417	176,583	166,633	(9,950)	8	177,750
Supplies	6,331	2,917	128,884	132,083	3,200		143,000
Solicitor	6,245	4,167	32,062	45,833	13,771	9	50,000
Professional Fees	0	0	11,732	24,000	12,268	10	35,000
Other	4,852	8,417	106,643	100,583	(6,059)	11	110,000
	102,277	111,455	1,389,276	1,468,589	79,313		1,705,360
Other General Government Services							
Website/Other	0	0	2,611	3,000	389		3,000
Community Communications (Team)	208	460	3,588	5,065	1,477		5,525
Civic Relations	96	83	2,026	917	(1,109)		1,000
Insurance	0	0	278,436	282,462	4,026		282,462
Donations	250	5,200	22,203	29,500	7,297		36,500
Cost of Assessment	0	0	324,536	328,068	3,532		328,068
Property Taxes - L.P.P.	0	0	17,410	16,000	(1,410)		16,000
Fox Farm Rental Expenses	0	0	14,167	4,000	(10,167)	12	4,000
	555	5,744	664,976	669,011	4,035		676,555
Total General Government Services	119,172	133,921	2,232,469	2,331,553	99,084		2,592,591
Protective Services							
Police							
Police Protection	271,400	272,601	2,985,398	2,998,612	13,214	13	3,271,213
Crime Stoppers	0	0	2,800	2,800	0		2,800
	271,400	272,601	2,988,198	3,001,412	13,214		3,274,013
Fire							
Fire Protection	181,139	181,139	2,229,651	2,229,651	0		2,614,733
Water Costs Fire Protection	0	0	330,000	330,000	0		330,000
	181,139	181,139	2,559,651	2,559,651	0		2,944,733
Emergency Measures							
EMO Director/Committee	0	0	0	500	500		500
	0	0	0	500	500		500
Other							
Animal & Pest Control	0	417	3,345	4,583	1,238		5,000
Other	0	958	0	10,542	10,542	14	11,500
	0	1,375	3,345	15,125	11,780		16,500
Total Protective Services	452,539	455,115	5,551,194	5,576,688	25,494		6,235,746

2024January8OpenSessionFINAL_040

Transportation Services

Common Services							
Administration (Wages & Benefits)	101,968	120,290	1,200,602	1,384,256	183,654	15	1,557,760
Workshops, Yards & Equipment	83,803	55,667	648,484	695,183	46,699	16	756,350
Engineering	0	625	17,030	6,875	(10,155)	17	7,500
	<u>185,772</u>	<u>176,582</u>	<u>1,866,115</u>	<u>2,086,314</u>	<u>220,199</u>		<u>2,321,610</u>
Roads & Streets	8,756	500	66,465	65,000	(1,465)		65,000
Crosswalks & Sidewalks	3,697	1,491	11,618	15,527	3,909		17,300
Culverts & Drainage Ditches	19,848	0	88,911	80,000	(8,911)	18	80,000
Street Cleaning & Flushing	6,920	10,000	11,156	15,000	3,844		45,000
Snow & Ice Removal	91,184	48,918	696,534	685,496	(11,038)	19	810,000
Flood Costs	0	0	2,586	15,000	12,414	20	15,000
	<u>130,406</u>	<u>60,909</u>	<u>877,269</u>	<u>876,023</u>	<u>(1,246)</u>		<u>1,032,300</u>
Street Lighting	12,815	12,083	138,187	132,917	(5,271)		145,000
Traffic Services							
Street Signs	0	833	9,361	9,167	(194)		10,000
Traffic Lanemarking	0	1,000	32,120	35,000	2,880		35,000
Traffic Signals	765	833	21,183	9,167	(12,016)	21	10,000
Railway Crossing	362	2,083	21,467	22,917	1,450		25,000
	<u>1,128</u>	<u>4,750</u>	<u>84,130</u>	<u>76,250</u>	<u>(7,880)</u>		<u>80,000</u>
Public Transit							
Public Transit - Comex Service	0	0	56,205	65,364	9,159		87,152
Public Transit - Other	146	208	1,606	2,292	686		2,500
	<u>146</u>	<u>208</u>	<u>57,811</u>	<u>67,656</u>	<u>9,845</u>		<u>89,652</u>
Total Transportation Services	330,266	254,532	3,023,513	3,239,159	215,646		3,668,562

Environmental Health Services

Solid Waste Disposal Land Fill garbage	21,968	18,690	217,513	205,590	(11,923)		224,280
Solid Waste Disposal Landfill Compost	3,244	3,204	28,040	35,244	7,204		38,448
Solid Waste Collection Fero	54,665	64,250	592,853	706,750	113,897	22	771,000
Solid Waste Recycling bins	0	0	0	4,000	4,000		4,000
Clean Up Campaign	1,600	0	22,997	40,000	17,003	23	40,000
Food Cycler	5,226	0	12,102	0	(12,102)	24	0
	<u>86,703</u>	<u>86,144</u>	<u>873,504</u>	<u>991,584</u>	<u>118,080</u>		<u>1,077,728</u>

Environmental Development Services

Planning & Zoning							
Administration	14,380	42,625	326,845	489,580	162,735	25	550,000
Planning Projects	15,934	4,583	16,333	50,417	34,084	26	55,000
Heritage Committee	0	1,250	0	13,750	13,750	27	15,000
	<u>30,314</u>	<u>48,459</u>	<u>343,178</u>	<u>553,746</u>	<u>210,568</u>		<u>620,000</u>
Envision Saint John	15,965	15,996	175,611	175,954	343		191,950
Tourism	0	0	15,056	18,000	2,944		18,000
	<u>15,965</u>	<u>15,996</u>	<u>190,667</u>	<u>193,954</u>	<u>3,287</u>		<u>209,950</u>
	<u>46,278</u>	<u>64,455</u>	<u>533,845</u>	<u>747,700</u>	<u>213,855</u>		<u>829,950</u>

Recreation & Cultural Services

Administration	29,495	28,814	377,964	358,174	(19,790)	28	399,000
Beaches	0	0	59,872	53,500	(6,372)		53,500
Rothsay Arena	33,663	27,127	360,397	322,882	(37,515)	29	367,000
Memorial Centre	3,641	4,917	60,186	62,783	2,598		67,850
Summer Programs	543	0	81,368	72,100	(9,268)		72,100
Parks & Gardens	46,277	39,883	626,263	644,095	17,832	30	691,725
Rothsay Common Rink	982	2,000	57,727	48,800	(8,927)	31	52,950
Wells Building	3,473	0	3,571	0	(3,571)		0
Playgrounds and Fields	14,843	5,250	102,537	128,750	26,213	32	134,000
The Hive expenses	638	1,167	8,370	12,833	4,464		14,000
Regional Facilities Commission	30,068	30,068	330,535	330,751	216		360,819
Kennebecasis Public Library	7,084	7,084	82,861	77,928	(4,934)		85,012
Special Events	1,092	1,000	37,578	39,000	1,422		40,000
PRO Kids	0	0	7,500	7,500	0		7,500
Rothsay Living Museum	0	0	315	0	(315)		0
	<u>171,799</u>	<u>147,310</u>	<u>2,197,042</u>	<u>2,159,097</u>	<u>(37,945)</u>		<u>2,345,456</u>

Fiscal Services

Debt Charges							
Interest	13,322	13,153	99,825	97,150	(2,675)		195,591
Debenture Payments	34,000	34,000	272,000	272,000	0		667,000
	<u>47,322</u>	<u>47,153</u>	<u>371,825</u>	<u>369,150</u>	<u>(2,675)</u>		<u>862,591</u>
Transfers To:							
Capital Fund for Capital Expenditures	0	0	0	0	0		3,750,000
Reserve Funds	0	0	0	0	0		250,000
	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>		<u>4,000,000</u>
	<u>47,322</u>	<u>47,153</u>	<u>371,825</u>	<u>369,150</u>	<u>(2,675)</u>		<u>4,862,591</u>

2024January8OpenSessionFINAL_041

Town of Rothesay

Variance Report - General Fund

Note #	Actual	month ending Budget	11/30/2023 Better/(Worse)	Description of Variance
Revenue				
1	38,176	18,333	10,969	Higher than budgete revenue
2	102,641	90,387	\$ 12,254	Increase rent
3	228,741	183,065	\$ 45,676	Higher than budgeted revenue
4	233,916	81,625	\$ 152,291	Higher than anticipated
5	182,909	29,333	\$ 153,575	Conservative estimate of interest rates
6	662,959	0	\$ 662,959	\$25K Pickle Ball Grant, \$638k KACOA Wells Bldg
			Total	\$ 1,037,723
			Variance per Statement	\$1,071,208
			Explained	97%

Expenses				
<i>General Government</i>				
7	933,373	999,456	\$ 66,083	Vacant position
8	176,583	166,633	\$ (9,950)	Upstairs TH renovations for tenants
9	32,062	45,833	\$ 13,771	Lower than budgeted to date
10	11,732	24,000	\$ 12,268	Budget for Actuarial valuations
11	106,643	100,583	\$ (6,059)	Software and membership fees increased
12	14,167	4,000	\$ (10,167)	Repairs- painting

<i>Protective Services</i>				
13	2,985,398	2,998,612	\$ 13,214	Due to adjustment in formula after budget
14	0	10,542	\$ 10,542	No costs incurred to date

<i>Transportation</i>				
15	1,200,602	1,384,256	\$ 183,654	1 vacant position and no casual staff
16	648,484	695,183	\$ 46,699	Fuel costs lower than budgeted
17	17,030	6,875	\$ (10,155)	Wijac street repairs
18	88,911	80,000	\$ (8,911)	More work to be done
19	696,534	685,496	\$ (11,038)	Repairs lower than anticipated to date
20	2,586	15,000	\$ 12,414	No flooding
21	21,183	9,167	\$ (12,016)	Supply & install new "birdies" on traffic lights due to lightning

<i>Environmental Health</i>				
22	592,853	706,750	\$ 113,897	Fuel escalation lower than anticipated
23	22,997	40,000	\$ 17,003	Lower than anticipated
24	12,102	0	\$ (12,102)	Net cost for Food Cycler endorsement (shipping and reimbursement acc

<i>Environmental Development</i>				
25	326,845	489,580	\$ 162,735	Vacant position and budget for software
26	16,333	50,417	\$ 34,084	No expenses incurred to date
27	0	13,750	\$ 13,750	No expenses incurred to date

<i>Recreation & Cultural Services</i>				
28	377,964	358,174	\$ (19,790)	Perfect Mind Software and increase in wages
29	360,397	322,882	\$ (37,515)	Casual wages higher than budgeted and building repairs
30	626,263	644,095	\$ 17,832	Fuel, rentals and plants lower than anticipated
31	57,727	48,800	\$ (9,945)	Casual wages higher and power higher than budgeted
32	102,537	128,750	\$ 26,213	Budgeted expenses lower than anticipated

<i>Fiscal Services</i>				
------------------------	--	--	--	--

			Total	\$ 596,513
			Variance per Statement	\$631,539
			Explained	94%

2024January8OpenSessionFINAL_042

Town of Rothesay

Capital Projects 2023

General Fund

11 Months Ended 11/30/2023

	ANNUAL BUDGET	COUNCIL APPROVED	CURRENT Y-T-D	Remaining Budget	
General Government					
G-2023* 001 Town Hall Improvements	40,000	0	25,245	14,755	
G-2023* 00* IT	17,000	0	0	17,000	
Total General Government	57,000	0	0	25,245	
Protective Services					
P-2023*-0** Protective Serv. Equipment Purchases	1,270,000	0	792,790	477,210	
Total Protective Services	1,270,000	0	0	792,790	
Transportation					
T-2023-001 Asphalt 2023	1,225,000	1,915,776	1,944,579	(719,579)	
T-2022-003 Buildings - Master Drive HVAC	85,000	0	72,187	12,813	
T-2023-004 Intersection Improvement (Gondola/Clark)	175,000	1,568,731	713,320	(538,320)	
T-202*-00* Fleet Replacement	750,000	691,429	26,497	723,503	
Unassigned:					
Total Transportation	2,235,000	4,175,936	0	2,756,583	
Recreation					
R-202*-00* Recreation Equipment	215,000	103,076	56,393	158,607	
R-202*-00* Recreation Master Plan	60,000	54,312	21,769	38,231	
R-2022-002 Recreation Pickle Ball	150,000	100,749	124,360	25,640	
R-2022-004 Wells Bldg	2,500,000	0	2,260,522	239,478	
R-202*-00* Arena Renovation	100,000	0	29,202	70,798	
R-2023-005 McGuire Centre Repairs	30,000	0	12,228	17,772	
Total Recreation	3,055,000	258,136	0	2,504,473	
Carryovers					
T-2020-013 Stormwater Master Plan	0	0	12,081	(12,081)	
T-2020-014 Traffic Study	0	0	1,551	(1,551)	
T-2021-001 2021 Asphalt Engineering	0	0	811	(811)	
T-2022-001 Asphalt	0	0	2,028	(2,028)	
T-2022-004 Intersection Improvement (Hampton/Grove)	0	0	178,095	(178,095)	
	0	0	0	194,565	
Total	\$ 6,617,000	\$ 4,434,072	\$ -	\$ 6,273,657	\$ 343,343

2023 Budget and Funding Allocation

Funding	2023	Operating	Reserve	Gas Tax	Borrow	Grant
General Government	57,000	57,000				
Protective Services	1,270,000	20,000			1,250,000	
Transportation	2,235,000	1,510,000		725,000		
Recreation	3,055,000	2,245,000		100,000		710,000
	\$ 6,617,000	\$ 3,832,000	\$ -	\$ 825,000	\$ 1,250,000	\$ 710,000

2024January8OpenSessionFINAL_043

Town of Rothesay

Capital Plan Summary

General Fund

Services	2023	Revised	2023	2023 Proposed Actual Funding (Draft)					Carry Forward to 2024
	Total	Nov Actual	Projected	Operating	Reserves	Gas Tax	Grants	Borrow	
GENERAL GOVERNMENT									
Building (Town Hall - HVAC)	40,000	25,245	30,000	10,050	19,950	-	-	-	
IT (software upgrades)	17,000	-	-	-	-	-	-	-	
	<u>57,000</u>		<u>30,000</u>	<u>10,050</u>	<u>19,950</u>	<u>-</u>	<u>-</u>	<u>-</u>	
PROTECTIVE (Fire Dept)	<u>1,270,000</u>	792,790	<u>800,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>800,000</u>	
	<u>1,270,000</u>		<u>800,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>800,000</u>	
TRANSPORTATION									
Street surfacing (per approved list)	1,100,000	1,579,579	1,700,000	925,000	-	275,000	500,000	-	50000 to utility
Charles Crecent storm drainage		240,000	240,000			240,000			
Clark/GPR intersection		713,320	1,000,000	300,000				700,000	
Curb & Sidewalks	125,000	125,000	125,000			125,000			
Buildings	85,000	72,187	85,000	85,000			-		
Intersection Improvement	175,000	178,095	180,000	180,000					
Fleet / Equipment	750,000	26,497	30,000	30,000		-	-		move to reserves 750,000
Carryovers		16,471	<u>20,000</u>	<u>20,000</u>					
	<u>2,235,000</u>		<u>3,380,000</u>	<u>1,540,000</u>	<u>-</u>	<u>640,000</u>	<u>500,000</u>	<u>700,000</u>	
RECREATION									
Parks Equipment	215,000	56,393	57,000	57,000					move truck to reserves 75,000
Recreation Master Plan	60,000	21,769	60,000	60,000					
Pickle Ball Courts - Phase 2	150,000	124,360	125,000	80,000			45,000		
Arena Condenser	100,000	29,202	30,000	30,000					
Wells Building	2,500,000	2,260,522	2,500,000	1,760,000			640,000	100,000	add generator to reserves 50,000
McGuire Centre repairs	30,000	12,228	15,000	15,000					
	<u>3,055,000</u>		<u>2,787,000</u>	<u>2,002,000</u>	<u>-</u>	<u>-</u>	<u>685,000</u>	<u>100,000</u>	
Total Capital Expenditures	<u>\$ 6,617,000</u>	6,273,658	<u>\$ 6,997,000</u>	<u>\$ 3,552,050</u>	<u>\$ 19,950</u>	<u>\$ 640,000</u>	<u>\$ 1,185,000</u>	<u>\$ 1,600,000</u>	\$ 875,000
	6,617,000			3,832,000		825,000	710,000	1,250,000	
				3,700,000		available per forecast			

Town of Rothesay

Utility Fund Financial Statements

November 30, 2023

Attached Reports:

Capital Balance Sheet	U1
Reserve Balance Sheet	U2
Operating Balance Sheet	U3
Operating Income Statement	U4
Variance Report	U5
Capital Summary	U6

Town of Rothesay

Capital Balance Sheet

As at 11/30/2023

ASSETS

Assets:

Capital Assets - Under Construction - Utilities	1,045,388
Capital Assets Utilities Land	119,970
Capital Assets Utilities Buildings	2,003,612
Capital Assets Utilities Equipment	813,621
Capital Assets Utilities Water System	29,367,286
Capital Assets Utilities Sewer System	26,453,412
Capital Assets Utilities Land Improvements	42,031
Capital Assets Utilities Roads & Streets	220,011
Capital Assets Utilities Vehicles	113,001
	<u>60,178,334</u>

Accumulated Amortization Utilites Buildings	(901,044)
Accumulated Amortization Utilites Water System	(9,388,542)
Accumulated Amortization Utilites Sewer System	(9,810,100)
Accumulated Amortization Utilites Land Improvements	(42,031)
Accumulated Amortization Utilites Vehicles	(47,171)
Accumulated Amortization Utilites Equipment	(386,734)
Accumulated Amortization Utilites Roads & Streets	(24,930)
	<u>(20,600,551)</u>

TOTAL ASSETS	<u><u>39,577,782</u></u>
--------------	--------------------------

LIABILITIES

Current:

Util Capital due to/from Util Operating	150,000
Total Current Liabilities	<u>150,000</u>

Long-Term:

Long-Term Debt	7,809,673
Total Liabilities	<u>7,959,673</u>

EQUITY

Investments:

Investment in Fixed Assets	31,618,109
Total Equity	<u>31,618,109</u>
TOTAL LIABILITIES & EQUITY	<u><u>39,577,782</u></u>

Town of Rothesay

Balance Sheet - Utilities Fund Reserves
11/30/2023

ASSETS

BNS Utility Capital Reserve # 00241 12	76,239
BNS - Util Capital Reserve GIC	<u>1,100,000</u>
	<u>\$ 1,176,239</u>

LIABILITIES AND EQUITY

Invest. in Utility Capital Reserve	731,902
Invest. in Utility Operating Reserve	109,622
Invest. in Sewerage Outfall Reserve	<u>334,716</u>
	<u>\$ 1,176,239</u>

2024January8OpenSessionFINAL_047

Town of Rothesay

Utilities Fund Operating Balance Sheet
As at 11/30/2023

ASSETS

Current assets:

Accounts Receivable Net of Allowance	671,179
Total Current Assets	<u>671,179</u>

Other Assets:

Projects	927,718
	<u>927,718</u>

TOTAL ASSETS	<u>\$ 1,598,897</u>
--------------	---------------------

LIABILITIES

Accrued Payables	17,332
Due from General Fund	61,879
Due to Capital Fund	(150,000)
Deferred Revenue	12,012
Total Liabilities	<u>(58,777)</u>

EQUITY

Surplus:

Opening Retained Earnings	32,898
Profit (Loss) to Date	1,624,777
	<u>1,657,675</u>

TOTAL LIABILITIES & EQUITY	<u>\$ 1,598,897</u>
----------------------------	---------------------

2024January8OpenSessionFINAL_048

Town of Rothesay
Utilities Operating Income Statement
11 Months Ended 11/30/2023

	CURRENT MONTH	BUDGET FOR MONTH	CURRENT YTD	BUDGET YTD	VARIANCE Better(Worse)	NOTE #	ANNUAL BUDGET
RECEIPTS							
Sale of Water	0	0	845,028	872,564	(27,536)	1	1,155,000
Meter and non-hookup fees	0	0	48,786	48,315	471		64,420
Water Supply for Fire Prot.	0	0	330,000	330,000	0		330,000
Local Improvement Levy	0	0	58,881	59,000	(119)		59,000
Sewerage Services	0	0	1,972,761	1,942,500	30,261	2	1,942,500
Connection Fees	53,400	14,583	152,175	160,417	(8,242)		175,000
Interest Earned	9,322	7,500	104,009	82,500	21,509	3	90,000
Misc. Revenue	225	610	4,538	6,713	(2,175)		7,323
Infrastructure Grants	421,460	0	421,460	0	421,460	4	0
Surplus - Previous Years	0	0	41,757	41,757	0		41,757
TOTAL RECEIPTS	484,407	22,694	3,979,394	3,543,765	435,628		3,865,000
WATER SUPPLY							
Share of Overhead Expenses	0	0	156,750	156,750	0		209,000
Wages	12,983	13,144	176,014	170,231	(5,783)		232,000
Audit/Legal/Training	2,082	208	14,385	13,292	(1,093)		13,500
Other Water	0	42	1,817	458	(1,359)		500
Purification & Treatment	30,700	17,500	518,278	512,667	(5,612)		536,000
Transmission & Distribution	15,771	9,167	67,038	100,833	33,795	5	110,000
Power & Pumping	3,215	4,250	49,237	46,750	(2,487)		51,000
Billing/Collections	58	417	2,051	4,583	2,533		5,000
Water Purchased	104	100	785	1,100	316		1,200
Misc. Expenses	14,112	2,250	23,609	24,750	1,141		27,000
McGuire Road Operating	318	1,500	7,239	16,500	9,261	6	18,000
TOTAL WATER SUPPLY	79,342	48,578	1,017,203	1,047,915	30,711		1,203,200
SEWERAGE COLLECTION & DISPOSAL							
Share of Overhead Expenses	0	0	235,125	235,125	0		313,500
Wages	29,000	29,000	319,000	319,000	0		348,000
Audit/Legal/Training	1,447	417	10,641	10,583	(57)		11,000
Collection System Maintenance	26,996	22,917	65,910	59,583	(6,326)		85,000
Sewer Claims	0	0	20,849	20,000	(849)		20,000
Lift Stations	4,594	6,250	51,560	70,250	18,690	7	77,000
Treatment/Disposal	6,890	7,583	110,456	95,417	(15,040)	8	103,000
Misc. Expenses	0	2,167	13,237	23,833	10,596	9	26,000
TOTAL SWGE COLLECTION & DISPC	68,927	68,333	826,778	833,792	7,014		983,500
FISCAL SERVICES							
Interest on Long-Term Debt	23,259	23,259	170,828	164,304	(6,523)		254,803
Principal Repayment	145,000	145,000	339,808	346,497	6,689		548,497
Transfer to Reserve Accounts	0	0	0	0	0		175,000
Capital Fund Through Operating	0	0	0	0	0		700,000
TOTAL FISCAL SERVICES	168,259	168,259	510,636	510,802	166		1,678,300
TOTAL EXPENSES	316,528	285,170	2,354,617	2,392,508	37,891		3,865,000
NET INCOME (LOSS) FOR THE PER	167,879	(262,477)	1,624,777	1,151,257	473,519		(0)

Town of Rothesay

Variance Report - Utility Operating
11/30/2023

Note #	Account Name	Actual YTD	Budget YTD	Variance Better(worse)	Description of Variance
--------	--------------	------------	------------	------------------------	-------------------------

Revenue

1	Sale of Water	845,028	872,564	(27,536)	Usage lower than expected
2	Sewerage Services	1,972,761	1,942,500	30,261	Increase in users + fee increase > budget
3	Interest Earned	104,009	82,500	21,509	Increase in receivables
4	Infrastructure Grants	421,460	0	421,460	Grant for WWTP

Expenditures

11/30/2023

5	Transmission & Distribution	67,038	100,833	33,795	Budget smoothed over yr
6	McGuire Road Operating	7,239	16,500	9,261	Lower expected than anticipated

Sewer

7	Lift Stations	51,560	70,250	18,690	Large mtce to date has not been required
8	Treatment/Disposal	110,456	95,417	(15,040)	Power and Mtce more than anticipated
9	Misc. Expenses	13,237	23,833	10,596	Timing

Fiscal Services

--	--	--	--	--	--

2024January8OpenSessionFINAL_050

Town of Rothesay

Capital Projects 2023

Utility Fund

11 Months Ended 11/30/2023

	Original BUDGET	Council Approval	CURRENT Y-T-D	Remaining Budget
WATER				
W-2022-003 Filtration Bldg Water	630,000	149,332	208,732	421,268
	<u>\$ 630,000</u>	<u>\$ 149,332</u>	<u>\$ 208,732</u>	<u>\$ 421,268</u>

SEWER				
T-202*-001 Sewer work in Ashphalt contract	100,000	\$ -	0	100,000
S-2021-001 Turnbull Court Design	500,000	\$ -	522,647	(22,647)
S-2021-008 WWTP Design Phase II	50,000	\$ -	41,390	8,610
S-2023-002 Lagoon Dredging	1,320,000	\$ -	0	1,320,000
Unbudgeted Capital Items - Utilities	0	\$ -	100,605	(100,605)
	<u>1,970,000</u>	<u>-</u>	<u>664,641</u>	<u>1,305,359</u>

Total Approved	<u>2,600,000</u>	<u>149,332</u>	<u>873,373</u>	<u>1,726,627</u>
-----------------------	------------------	----------------	----------------	------------------

Carryovers

Funded from Reserves				
S-2020-001 Turnbull Court Design	0	0	45,110	(45,110)
W-2021-004 Well Development - Quality	-	0	9,235	(9,235)
	<u>0</u>	<u>0</u>	<u>0</u>	<u>54,345</u>
	<u>2,600,000</u>	<u>149,332</u>	<u>927,718</u>	<u>1,672,282</u>

Funding:

	Total	Operating	Reserves	Borrow	Gas Tax	Grants
Water	630,000	330,000			300,000	
Sewer	1,970,000	370,000		\$ 1,600,000		
	<u>\$ 2,600,000</u>	<u>\$ 700,000</u>	<u>\$ -</u>	<u>\$ 1,600,000</u>	<u>\$ 300,000</u>	<u>\$ -</u>

Town of Rothesay

UTILITY CAPITAL PLAN - 2023	Original Budget	2023 Projected	2023 Proposed Actual Funding (Draft)				
			Capital Reserves	Grants	Gas Tax/ Infrastructure	Operating	Borrow
Water quantity/quality	\$ -	\$ 9,235	\$ -		\$ -	\$ 9,235	\$ -
Water lines (Clark Road intersection)	-	240,000	-	-	-	240,000	- from new revenue
Hillsview water line repalcement (design)	-	-	-		-	-	-
Filter building treatment trains	630,000	208,732	-		-	208,732	
	<u>\$ 630,000</u>	<u>\$ 457,967</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 457,967</u>	<u>\$ -</u>
SEWER CAPITAL PLAN - 2023							
Asphalt related sewer work	\$ 100,000	\$ 50,000	\$ -	\$ -		\$ 50,000	\$ -
Emergency repair		100,605	\$ -			100,605	from new revenue
Lagoon dredging	\$ 1,320,000	-	-			-	
Turnbull Ct sewer replacement -Phase 2	500,000	522,647			-	522,647	-
Turnbull Ct sewer replacement Phase 1	-	45,110				45,110	-
WWTF Phase 2 design	50,000	41,390	-	-		41,390	-
	<u>\$ 1,970,000</u>	<u>\$ 759,752</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 759,752</u>	<u>\$ -</u>
TOTAL CAPITAL 2023	\$ 2,600,000	\$ 1,217,719	\$ -	\$ -	\$ -	\$ 1,217,719	\$ -
	Original Funding proposal						
	Water		-		300,000	330,000	
	Sewer			-	-	370,000	1,600,000
			-	-	300,000	700,000	1,600,000
		2,600,000					

Town of Rothesay

2023-11-30

219500-60

Donations/Cultural Support	Budget	Paid to date
KV3C (in kind)	2,500.00	-
NB Medical Education Trust	5,000.00	5,000.00
KV Food Basket	5,000.00	7,053.08
Fairweather Scholarship	1,000.00	1,000.00
Saint John Theatre Company	1,000.00	
Symphony NB	2,500.00	
sub	<u>17,000.00</u>	<u>13,053.08</u>

Other:	19,500.00	
Sophia Recovery Centre		5,000.00
Rothesay High School		250.00
Special Olympics NB		200.00
You Can Ride Two		500.00
KV Girls Softball Association		500.00
RNS - Art Show		500.00
St Joseph's Hospital Foundation - bronze "September for St. Joe's		1,000.00
Saint John Seafarers' Mision		200.00
World Performance Dance Event - Trevor Shea		500.00
Gala Ballet Productions		250.00
sub	<u>19,500.00</u>	<u>9,150.00</u>

36,500.00 22,203.08

G/L Balance 22,203.08 -

Other:

Kennebecasis Crimestoppers	2,800.00	2,800.00	Protective Services
PRO Kids	7,500.00	7,500.00	Recreation
	<u>10,300.00</u>	<u>10,300.00</u>	



ROTHERSAY
WORKS AND UTILITIES
COMMITTEE MEETING
Rothersay Town Hall Common Room
Wednesday, December 20th, 2023
5:30 p.m.



DRAFT

PRESENT: DEPUTY MAYOR ALEXANDER
SHAWN CARTER, VICE CHAIRPERSON
DAVE BROWN
GEORGE THAMBI
TOWN MANAGER JOHN JARVIE
DIRECTOR OF OPERATIONS BRETT McLEAN
RECORDING SECRETARY DEBBIE KEYES

ABSENT: SARAH RICHARDS
STEPHEN ROSENBERG

Deputy Mayor Alexander called the meeting to at 5:30 p.m.

1. APPROVAL OF AGENDA

MOVED by S. Carter and seconded by Councillor Brown the agenda be approved.

CARRIED.

2. APPROVAL OF MINUTES

2.1 Regular Works and Utilities Committee meeting of October 18th, 2023

MOVED by G. Thambi and seconded by Councillor Brown the minutes be approved as circulated.

3. DECLARATION OF CONFLICT OF INTEREST

N/A

4. DELEGATIONS

4.1 Spring between 5 Brock Court and 16 Goldie Court Pat and Alice Holden

4.1.1 2023November07 Letter from resident RE: Spring between 5 Brock Court and 16 Goldie Court

4.1.2 2023December14 Picture from resident RE: water under pool deck

Deputy Mayor Alexander introduced the Holdens. Mrs. Holden stated they have lived at 16 Goldie Court since 2002. Their property borders on 5 and 7 Brock Court and the Scotia Bank. The Holdens wanted to discuss the spring that sprung after the install of sewage and water lines for 5 Brock Court in early September 2023. Mrs. Holden provided the following information:

- In September of 2019, an application was received from the Lawton family and AE McKay to subdivide the rear portion of 5 Grove Ave with a new driveway access to Brock Court.
- On September 6th, 2023 trees were trimmed and removed by contractor for easement and water septic install.
- On September 11th, 2023 roots were cut with a chainsaw, lines were installed and buried by contractor.

Soon after, a spring broke through the ground, water has saturated the ground and has reached under the Holden's pool deck and flooded their yard and they have excess moisture in their basement.

The drainage from 7 Brock Court was never an issue until it was rerouted when 5 Brock Court was developed and the drainage was redirected. With the recent storms there has been excessive flooding issues on the Holden's property.

The Committee discussed how the water issue does seem to be coming from 5 Brock Court onto the Holdens property and discussed a solution that would redirect the water by shaping the land and flow of water to move it away from the Holdens property.

DO McLean explained the water is directed towards the Rothesay Common and there is an existing swale that the water will run out of, however the water has to fill up in the low part of the Holden's land to make it around the pool and down the side to get to the swale.

DO McLean stated the only apparent option is either to raise the property around the pool to force water through the existing channel or dig a new channel through the flooded area and across the Scotia Bank property. There is not a lot of grade to work with and it goes around 2 90° bends.

Town Manager Jarvie stated that the Towns intention is to finalize an agreement with Scotia Bank and create an easement which will run water to the Rothesay Common. If there needs to be other work done to direct the water such as filling around the pool, that would be the property owner and/or contractor responsibility.

The Committee suggested the Holden's write a letter to their neighbors expressing their concerns and also speak with their insurance company to open a claim.

MOVED by Councillor Brown and seconded by C. VanBuskirk the Committee work on getting the easement signed as soon as possible so drainage work can begin on 5 Brock Court.

CARRIED.

The Holden's left the meeting.

5. REPORTS & PRESENTATIONS

N/A

6. UNFINISHED BUSINESS

6.1 Capital Projects Summary

RECEIVED FOR INFORMATION

6.2 Solid Waste Tonnage Report

RECEIVED FOR INFORMATION

6.3 Speed Radar Signs Report

RECEIVED FOR INFORMATION

7. CORRESPONDENCE FOR ACTION

7.1 2023October30

Email from resident RE: Almon Lane detour concerns

The Committee discussed the traffic issue on Almon Lane was due to the traffic cutting through Almon Lane instead of Church Avenue and Hampton Road.

MOVED by S. Carter and seconded by G. Thambi recommend to Council to send a letter to resident that their concerns were heard and the Town did everything that they could have in planning of the detour which did not include Almon Lane. The Town recognizes that there are some lingering issues such as damage to the shoulders and they will be rectified in the future.

CARRIED.

7.1.1 2023October30

Email from resident RE: Almon Lane detour concerns

The Committee discussed the traffic issue on Almon Lane was due to the traffic cutting through Almon Lane instead of Church Avenue and Hampton Road.

MOVED by S. Carter and seconded by G. Thambi recommend to Council to send a letter to resident that their concerns were heard and the Town did everything that they could have in planning of the detour which did not include Almon Lane. The Town recognizes that there are some lingering issues such as damage to the shoulders and they will be rectified in the future.

CARRIED.

7.1.2 2023October30

Response to resident RE: Almon Lane detour concerns

The Committee discussed the traffic issue on Almon Lane was due to the traffic cutting through Almon Lane instead of Church Avenue and Hampton Road.

MOVED by S. Carter and seconded by G. Thambi recommend to Council to send a letter to resident that their concerns were heard and the Town did everything that they could have in planning of the detour which did not include Almon Lane. The Town recognizes that there are some lingering issues such as damage to the shoulders and they will be rectified in the future.

CARRIED.

7.1.3 2023October30

Response to resident RE: Almon Lane detour concerns

The Committee discussed the traffic issue on Almon Lane was due to the traffic cutting through Almon Lane instead of Church Avenue and Hampton Road.

MOVED by S. Carter and seconded by G. Thambi recommend to Council to send a letter to resident that their concerns were heard and the Town did everything that they could have in planning of the detour which did not include Almon Lane. The Town recognizes that there are some lingering issues such as damage to the shoulders and they will be rectified in the future.

CARRIED.

7.1.4 2023November04 Follow-up to resident email RE: Almon Lane concerns

The Committee discussed the traffic issue on Almon Lane was due to the traffic cutting through Almon Lane instead of Church Avenue and Hampton Road.

MOVED by S. Carter and seconded by G. Thambi recommend to Council to send a letter to resident that their concerns were heard and the Town did everything that they could have in planning of the detour which did not include Almon Lane. The Town recognizes that there are some lingering issues such as damage to the shoulders and they will be rectified in the future.

CARRIED.

7.1.5 2023November14 Email from resident RE: Almon Lane traffic
The Committee discussed the traffic issue on Almon Lane was due to the traffic cutting through Almon Lane instead of Church Avenue and Hampton Road.

MOVED by S. Carter and seconded by G. Thambi recommend to Council to send a letter to resident that their concerns were heard and the Town did everything that they could have in planning of the detour which did not include Almon Lane. The Town recognizes that there are some lingering issues such as damage to the shoulders and they will be rectified in the future.

CARRIED.

7.2 2023November13 Hand delivered letter RE: Woodland Ave issues
The Committee discussed having a “No Exit” sign installed on Woodland Avenue to let vehicles know the road is a dead end. DO McLean mentioned that a gate at the end of Woodland Ave was included as one of the responsibilities of the Developer of the apartment building.

MOVED by S. Carter and seconded by D. Brown recommend to Council to have a “No Exit” sign installed on Woodland Avenue and staff follow up on the installation of the gate at the end of Woodland Avenue.

CARRIED.

7.3 2023November24 Letter from resident RE: Traffic Lights Church St/Grove Ave Pedestrian Crossing lights
The Committee discussed how traffic lights work and how having a scramble crosswalk where the lights are red in all directions is not feasible for the traffic lights at Church Ave/Grove Ave/Hampton Rd.

MOVED by S. Carter and seconded by D. Brown recommend to Council to send a letter to resident stating the traffic lights on Church Ave/Grove Ave/Hampton Rd operate as they were designed to and are configured the same as other intersections in Rothesay.

CARRIED.

7.4 2023November28 Email from resident RE: Donlyn Drive
DO McLean stated Donlyn Drive is on the 5 year plan for a new sidewalk

MOVED by S. VanBuskirk and seconded by D. Brown recommend to Council to send a letter to resident stating Donlyn Drive is on the Town’s 5 year plan for a new sidewalk.

CARRIED.

7.5 2023December04 Email from resident RE: First Street water run off causing ice on road
DO McLean explained the work has been completed on First Street to fix water runoff.

MOVED by S. VanBuskirk and seconded by G. Thambi recommend to Council to send a letter to resident stating work has been completed on First Street to fix runoff.

CARRIED.

8. NEW BUSINESS

2024 Draft Budget

- General Fund Operating (Transportation & Environmental Services)
- General Fund Capital
- Utility Fund Operating
- Utility Fund Capital

Deputy Mayor Alexander stated the draft budget is now approved.

9. CORRESPONDENCE FOR INFORMATION

9.1 Discussion on Circular Materials – Memo prepared by Town Manager Jarvie

The Town will not be moving forward with Circular Materials, the Town is continuing the contract with FERRO.

9.2 Update on Gondola Point Rd/Clark Road Intersection and Campbell Drive construction

- Gondola Point Rd/Clark Road Intersection – waiting for NB Power do finish their work on Clark Road
- Campbell Drive is complete.

9.3 Update on Bartlett Road

Residents from Bartlett Road have done some work themselves, filling potholes with loose crushed stone. There was an issue with the Town’s plow truck a couple of weeks ago on Bartlett Road, and the plow operator has indicated that they will not plow Bartlett Road anymore until the road is brought up to standards. DO McLean mentioned that he supports the plow operator’s position and therefore the Town will not be providing services to Bartlett Road until road is brought up to Town standards.

9.4 Approval to Operate Drinking Water Treatment and Distribution System - For information only.

10. DATE OF NEXT MEETING:

Wednesday, January 17th, 2024

11. ADJOURNMENT

The meeting adjourned at 7:03 pm

MOVED by S. Carter and seconded by D. Brown the meeting be adjourned.

CARRIED.

CHAIRPERSON

RECORDING SECRETARY



2024 January 8 Open Session FINAL_058
ROTHESAY
MEMORANDUM



TO : Mayor and Council
FROM : Works & Utilities Committee
DATE : December 20th, 2023
RE : Almon Lane Detour

Background:

Please be advised the Works & Utilities Committee passed the following motion at its regular meeting on Wednesday, December 20th, 2023:

MOVED ... and seconded ...:

MOVED by S. Carter and seconded by G. Thambi recommend to Council to send a letter to resident that their concerns were heard and the Town did everything that they could have in planning of the detour which did not include Almon Lane. The Town recognizes that there are some lingering issues such as damage to the shoulders and they will be rectified in the future.

CARRIED.



2024 January 8 Open Session FINAL_059
ROTHESAY
MEMORANDUM



TO : Mayor and Council
FROM : Works & Utilities Committee
DATE : December 20th, 2023
RE : Woodland Avenue No Exit Sign

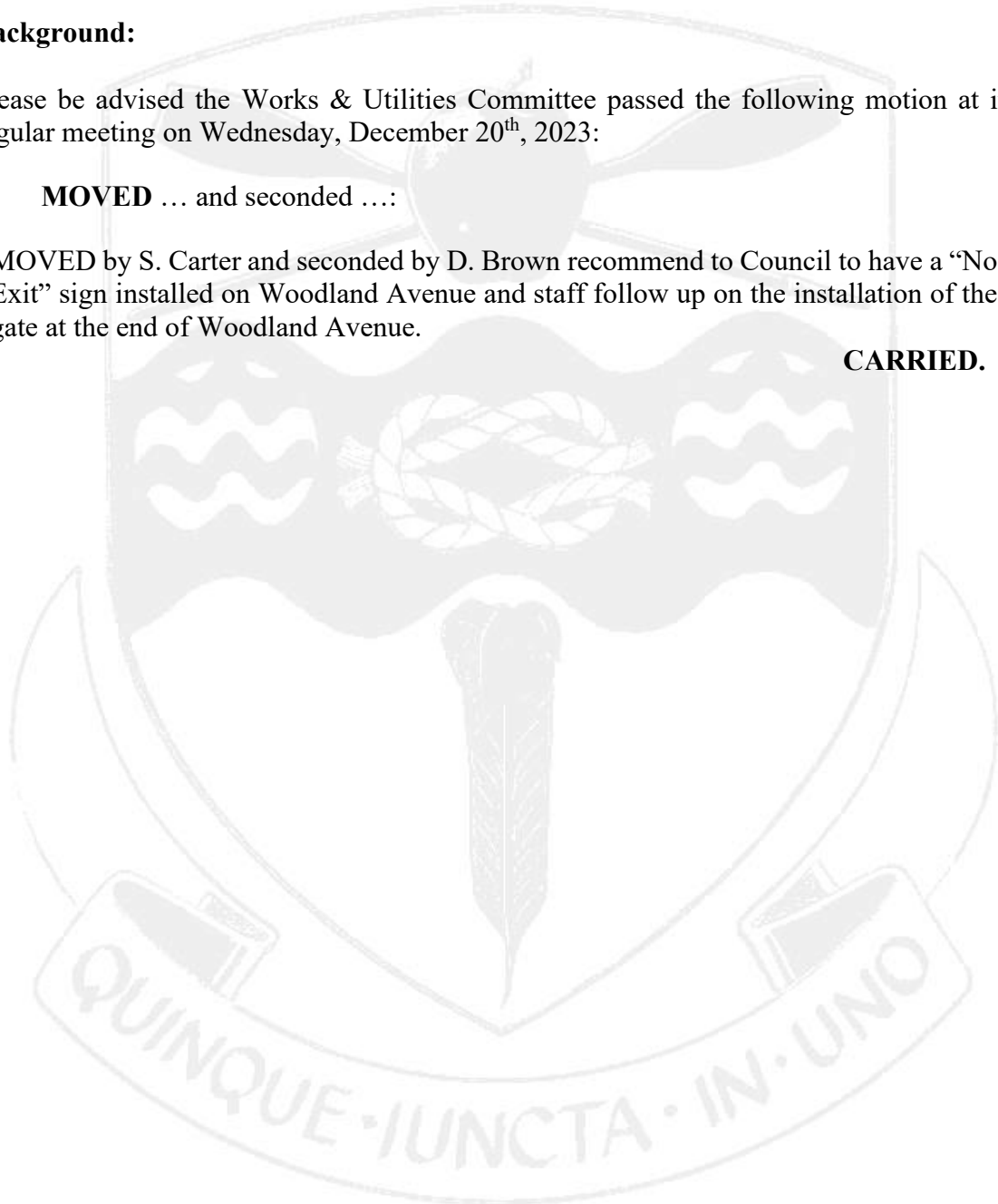
Background:

Please be advised the Works & Utilities Committee passed the following motion at its regular meeting on Wednesday, December 20th, 2023:

MOVED ... and seconded ...:

MOVED by S. Carter and seconded by D. Brown recommend to Council to have a “No Exit” sign installed on Woodland Avenue and staff follow up on the installation of the gate at the end of Woodland Avenue.

CARRIED.





2024 January 8 Open Session FINAL_060
ROTHESAY
MEMORANDUM



TO : Mayor and Council
FROM : Works & Utilities Committee
DATE : December 20th, 2023
RE : Traffic Lights Church Ave/Grove Ave/Hampton Rd

Background:

Please be advised the Works & Utilities Committee passed the following motion at its regular meeting on Wednesday, December 20th, 2023:

MOVED ... and seconded ...:

MOVED by S. Carter and seconded by D. Brown recommend to Council to send a letter to resident stating the traffic lights on Church Ave/Grove Ave/Hampton Rd operate as they were designed to and are configured the same as other intersections in Rothesay.

CARRIED.



2024 January 8 Open Session FINAL_061
ROTHERSAY
MEMORANDUM



TO : Mayor and Council
FROM : Works & Utilities Committee
DATE : December 20th, 2023
RE : Donlyn Drive Sidewalk

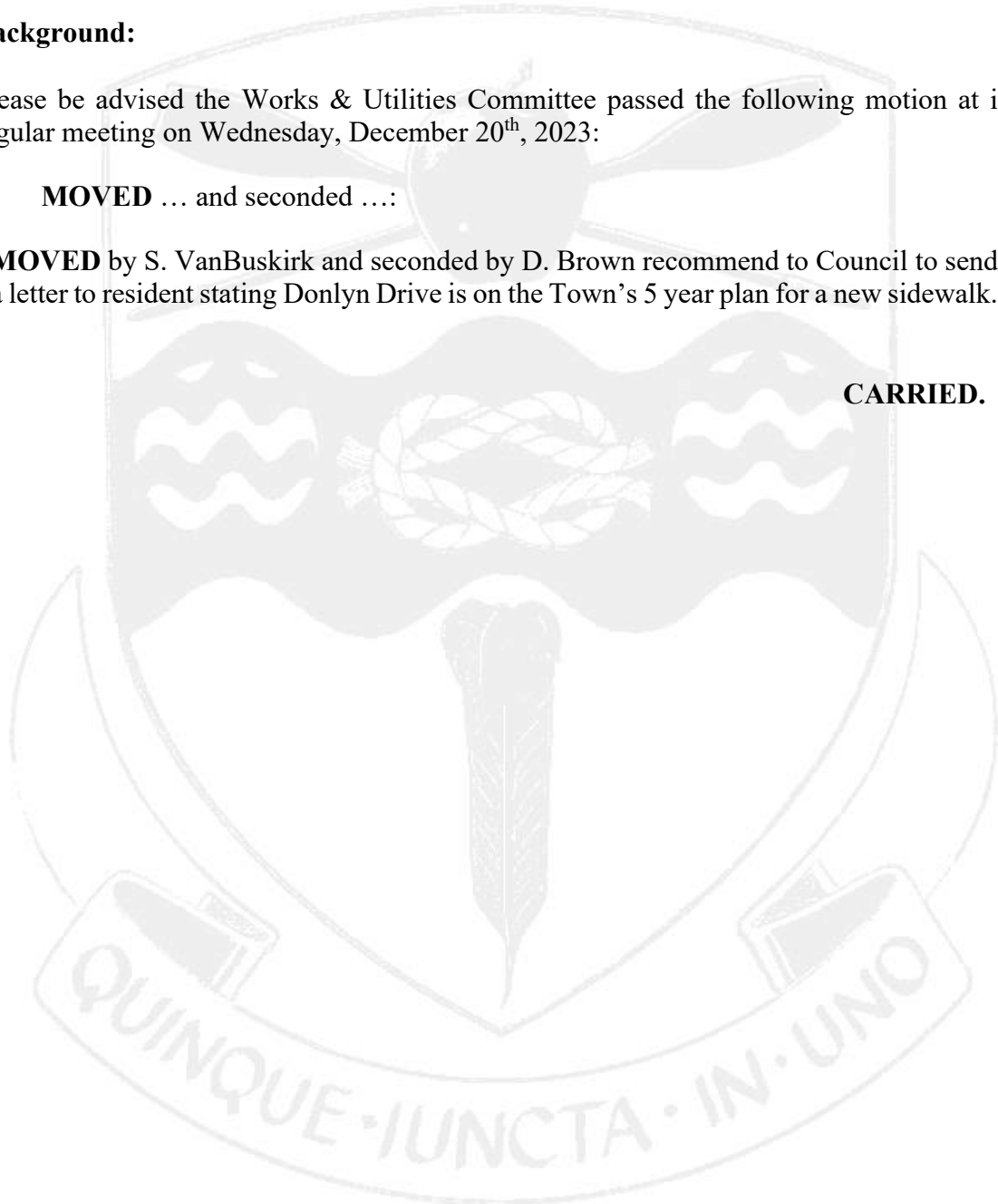
Background:

Please be advised the Works & Utilities Committee passed the following motion at its regular meeting on Wednesday, December 20th, 2023:

MOVED ... and seconded ...:

MOVED by S. VanBuskirk and seconded by D. Brown recommend to Council to send a letter to resident stating Donlyn Drive is on the Town's 5 year plan for a new sidewalk.

CARRIED.





2024 January 8 Open Session FINAL_062
ROTHESAY
MEMORANDUM



TO : Mayor and Council
FROM : Works & Utilities Committee
DATE : December 20th, 2023
RE : First Street Runoff

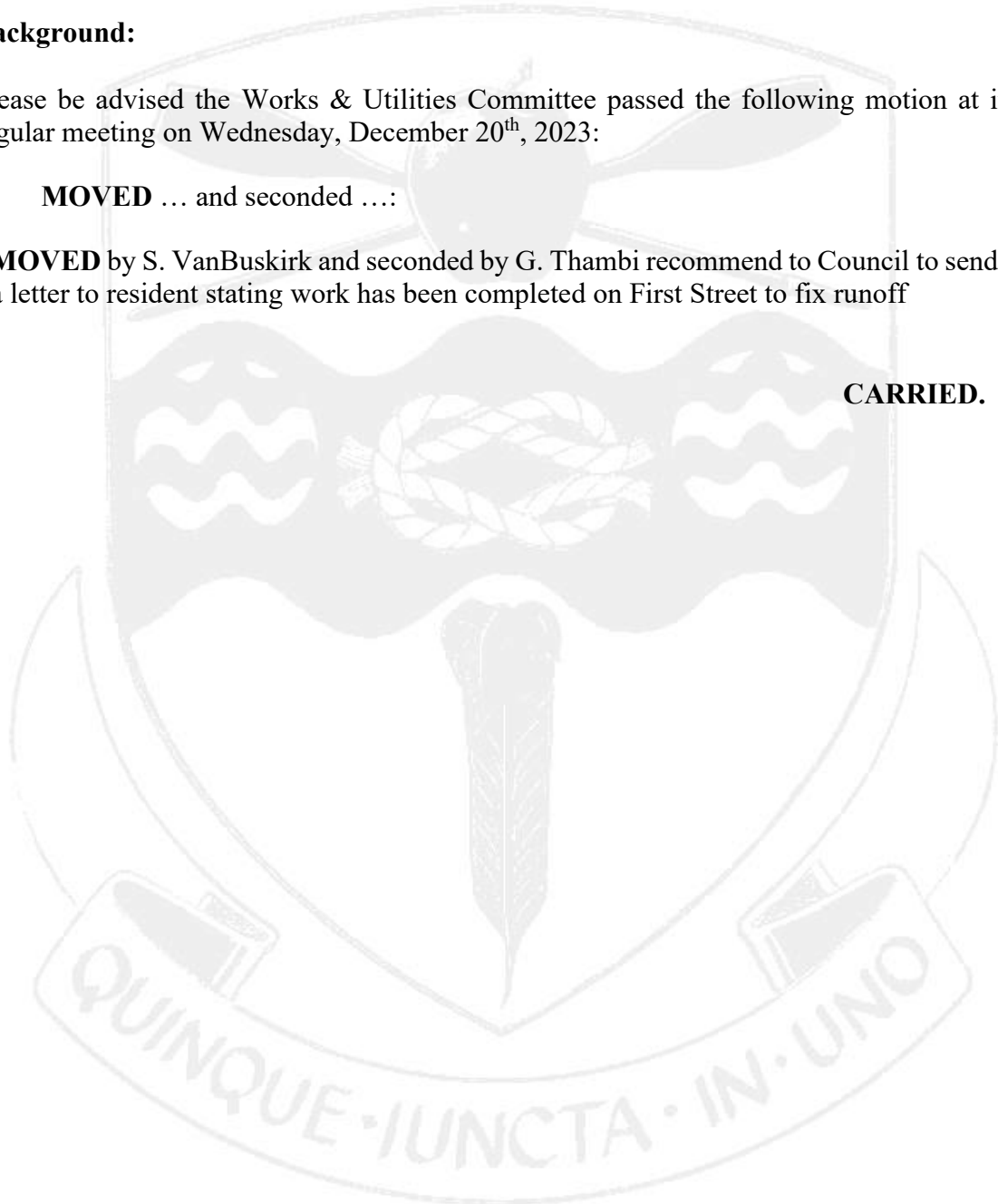
Background:

Please be advised the Works & Utilities Committee passed the following motion at its regular meeting on Wednesday, December 20th, 2023:

MOVED ... and seconded ...:

MOVED by S. VanBuskirk and seconded by G. Thambi recommend to Council to send a letter to resident stating work has been completed on First Street to fix runoff

CARRIED.





ROTHESAY

2024 January 8 Open Session FINAL_063
HERITAGE PRESERVATION REVIEW BOARD MEETING
Town Hall Common Room
Wednesday, December 20, 2023
7:00 p.m.



PRESENT: COUNCILLOR TIFFANY MACKAY FRENCH, CHAIRPERSON
LORRAINE FORBES
CATHARINE MACDONALD
SARAH MACKINNON
HOWARD PEARN

TOWN MANAGER JOHN JARVIE
TOWN CLERK MARY JANE BANKS

ABSENT: DREW MACARTNEY
RAHA MOSCA
LIZ HAZLETT RECORDING SECRETARY

The meeting was called to order at 7:00 p.m.

1. APPROVAL OF THE AGENDA

MOVED by H. Pearn and seconded by S. MacKinnon the agenda be approved as circulated.

CARRIED.

2. ADOPTION OF MINUTES

2.1 Regular Meeting of October 18, 2023

MOVED by S. MacKinnon and seconded by C. MacDonald the Minutes of October 18, 2023 be adopted as circulated.

CARRIED.

3. DECLARATION OF CONFLICT OF INTEREST

N/A

4. DELEGATIONS

N/A

5. REPORTS AND PRESENTATIONS

N/A

6. NEW BUSINESS

The applicant Sandra Cooke was in attendance. There was consensus to discuss both applications at the same time.

6.1 **10 Church Avenue** **Sandra Cooke**
OWNER: Sandra Cooke & Michael Collins
PID: 00257691
PROPOSAL: Heritage Permit – Replacement Deck

6.2 **10 Church Avenue** **Dean Magarvey**
OWNER: Sandra Cooke & Michael Collins
PID: 00257691
PROPOSAL: Heritage Permit – Replacement of Windows

ROTHESAY

There was discussion with respect to the following: deck needs replacement; replacement of three windows; 2 quotations have been received; generally wood windows are preferred but the location is at the rear of the house and mainly visible to the property owners only; and there are already other non-wood windows. H. Pearn noted the preference is for wood windows but, in this case, there are already vinyl windows installed. Ms. Cooke noted she has been in the house for 2.5 years and the vinyl windows were installed by a previous owner. Town Manager Jarvie noted approval had been given about 10 years ago to replace a small window on the north side. It was noted at the time it was to be a wood window but those installed appear to be vinyl or aluminum vinyl.

Town Manager Jarvie noted the deck is an add-on and not historically significant. It needs to be replaced from a safety standpoint. Ms. Cooke advised it will weather naturally to gray but, if stain is required, it will be finished to match the remaining portion of the deck. There was a brief discussion with respect to the location of the down spout and possible alternatives. C. MacDonald noted she experienced a clogged drain under decking and it was further noted the existing downspout is not that visible from the road. Ms. Cooke advised the deck is low with minimal clearance. It was suggested to discuss the downspout with the contractor.

MOVED by L. Forbes and seconded by H. Pearn the Rothesay Heritage Preservation Review Board hereby issues a Heritage Permit (Certificate of Appropriateness) for the removal and installation of a new wooden deck along the rear yard elevation at 10 Church Avenue (PID 00257691).

CARRIED.

MOVED by S. MacKinnon and seconded by C. MacDonald the Rothesay Heritage Preservation Review Board hereby issues a Heritage Permit (Certificate of Appropriateness) for the installation of new vinyl windows along the rear yard elevation at 10 Church Avenue (PID 00257691).

CARRIED.

7. **OLD BUSINESS**
N/A

8. **CORRESPONDENCE FOR INFORMATION**
N/A

9. **DATE OF NEXT MEETING(S)**

The next meeting will be held on **Wednesday, January 17, 2024 (as may be required)**.

10. **ADJOURNMENT**

MOVED by H. Pearn and seconded by L. Forbes the meeting be adjourned.

CARRIED.

The meeting adjourned at 7:26 p.m.

CHAIRPERSON

RECORDING SECRETARY



ROTHESAY
2024 January 8 Open Session FINAL_065
PLANNING ADVISORY COMMITTEE MEETING
Rothesay Town Hall Common Room
Tuesday, January 2, 2024 at 5:30 p.m.



DRAFT

PRESENT: COUNCILLOR DON SHEA, CHAIRPERSON
COUNCILLOR TIFFANY MACKAY FRENCH
KELLY ADAMS
TRACIE BRITTAIN
TYLER DAVIS
RALPH FORTE
MATTHEW GRAHAM, VICE-CHAIRPERSON
CHRISTIANE VAILLANCOURT

TOWN MANAGER JOHN JARVIE
TOWN CLERK MARY JANE BANKS
RECORDING SECRETARY LIZ HAZLETT

The meeting was called to order by Town Manager Jarvie at 5:30 p.m.

1. ELECTION OF OFFICERS

Town Manager Jarvie called three times for nominations from the floor for Chairperson. Counc. Mackay French nominated Counc. Don Shea as Chairperson. There being no other nominations, Counc. Shea was elected Chairperson by acclamation.

Town Manager Jarvie called three times for nominations from the floor for Vice Chairperson. Counc. Shea nominated Matthew Graham. There being no other nominations, Matthew Graham was elected Vice Chairperson by acclamation.

2. APPROVAL OF THE AGENDA

MOVED by Counc. Mackay French and seconded by R. Forte the agenda be approved as circulated.
CARRIED.

3. ADMINISTRATION

3.1 Code of Ethics

All members were asked to review the document, sign the Member Statement and return it to Town Hall.

3.2 Committee Mandate

3.3 2024 Meeting Schedule

MOVED by M. Graham and seconded by T. Brittain the Code of Ethics, Committee Mandate, and 2024 Meeting Schedule be received for information.

CARRIED.

4. ADOPTION OF MINUTES

4.1 Regular Meeting of December 4, 2023

MOVED by R. Forte and seconded by C. Vaillancourt the Minutes of December 4, 2023 be adopted as circulated.

CARRIED.

5. DECLARATION OF CONFLICT OF INTEREST
 N/A

6. NEW BUSINESS

6.1 25 Meadow Drive John Daares
 OWNER: John Daares
 PID: 00232983
 PROPOSAL: Side Yard Setback Variance for Single Family Dwelling

The applicant, John Daares, was in attendance. Town Manager Jarvie advised the request is to permit an attached garage with a living space above and a side-yard setback of 0.91 metres (3ft) – a 4 meter variance is required.

MOVED by Counc. Mackay French and seconded by T. Brittain the Planning Advisory Committee:

- a. Grant a variance from the Rothesay By-law 2-10 to allow for a reduced minor setback of 0.91 metres (3 feet) for a proposed attached two-storey garage.
 - a. Accordingly, the applicant is required to submit the following:
 - i. A Surveyor’s **Location Certificate** to confirm compliance with the building’s required setbacks, the certificate shall:
 - 1. Be based on an actual site inspection and measurements;
 - 2. Verify the siting of the building foundation wall, setback from property boundary(s) for the four corners of the proposed building; and
 - 3. Be prepared by personnel qualified to practice Land Surveying in New Brunswick.
 - 4. The Surveyor’s **Location Certificate** shall be provided to the Development Officer prior to any back-filling of the foundation excavation.

ON THE QUESTION:

Counc. Mackay French noted she is happy to see three individuals wrote in favour of the proposal. C. Vaillancourt mentioned the 82% variance, and asked if the neighbour next door raised any objections, or if there are any fire related concerns (access). Town Manager Jarvie advised no objections were received, and space still remains on either side of the property. In response to an inquiry, Mr. Daares confirmed that the second floor will be used for a bedroom master suite.

CARRIED.

6.2 45 Marr Road Mike Maloney
 OWNER: Patrick Maloney
 PID: 00245415 & 00118067
 PROPOSAL: Rezoning (46-unit apt bldg./6-unit Townhomes)

The applicant Mike Maloney and his wife Sheila Golez were in attendance. Town Manager Jarvie advised: the request is to rezone the rear portion of the property from Single Family – Residential (R1B) to Multi-Unit Residential (R4) for an apartment building, and the front portion from R1B to R3 (Attached Residential Zone) for townhomes; the land is designated Commercial in the Municipal Plan which permits high density residential use; the current Zoning By-law is under review for updates, therefore a rezoning process is required; and 45 Marr Road and 6 Old Mill Lane will be reconfigured to form the property.

C. Vaillancourt mentioned that letters were received with concerns regarding polling letters sent during the holiday season – some did not receive the notification until after the deadline for comments; and drainage for water runoff (including melting snow). She asked if rescheduling was an option. Furthermore, she expressed concern that the trip generation study may be misleading. The study focuses on seniors or retirees – which are the target audience for the project – but does not consider that other demographics may apply as tenants. She added traffic congestion in the area is already problematic and is expected to worsen with another nearby project under construction. She asked why the study did not present a “worst case” scenario.

Town Manager Jarvie advised: standard application and polling processes were followed; the Committee can choose to postpone the discussion until February if there is interest; public attendance at tonight’s meeting suggests notification efforts were successful; a detailed design plan for stormwater management is expected, in the meantime the consultant has provided a letter outlining the intended approach; at this point staff have flagged that drainage needs to be addressed/questions should be directed to the developer; and occupancy is at the discretion of the property owner. With respect to traffic, he noted: the study was provided by professional traffic consultants; Marr Road is a collector road, which by definition, is busier than other streets in the community; and as the application process proceeds there will be more information available on the traffic impact.

R. Forte requested clarification on: the purpose of tonight’s discussion – public hearing recommendation or in depth discussion; Policy HDR-4 (b) “the maximum density does not exceed 100 square meters of land per apartment unit”; and Policy HDR-4 (d) “the subject lands do not exceed 1 acre in total area (or 40 apartment units)”.

Town Manager Jarvie explained that a recommendation for a public hearing suggests the application has enough merit to warrant further discussion by the public and Council. To establish this, there are opportunities for the Committee and public to ask questions – to clarify the nature of the project, rather than present opinions – at the Committee level and again at a public hearing. The applicant is also available to explain and answer questions.

Town Manager Jarvie explained that Policy HDR-4 (b) sets the maximum density per square meter of land (100 sq. m. per apartment unit); and (d) 40-units are permitted per acre of land. In this case, the area for the apartment building is roughly 6300 sq. m. (137 sq. m. per unit), which is sufficient for a 46-unit apartment building. He suggested questions related to rationale for the number of buildings/units are better suited for the applicant. In response to an inquiry, it was noted a sign was put on the property to announce the rezoning application; however, it was just installed today.

Mr. Maloney briefly explained the vision for the project, noting it is intended to provide housing in a highly walkable area that allows individuals – like his parents – to remain in the community without the hassles of homeownership. When questioned, Mr. Maloney confirmed the townhomes will be rented, not owner-occupied, and one will be a barrier-free unit.

M. Graham asked if density requirements are the same for apartment buildings and townhomes. Town Manager Jarvie advised different calculations are used which is why there are two zonings proposed R3 (townhomes) and R4 (apartment building). The proposal complies with by-law requirements for each zone.

Counc. Shea mentioned he used to live on Robinson Street and asked if water runoff will be collected in that area. Mr. Maloney and Mrs. Golez addressed stormwater management, highlighting that they have engaged civil engineers to develop a stormwater management plan. The intent is to control the flow of water (rain and melted snow) by redirecting it to areas where it can be naturally absorbed, or retained until it can be released at a controlled rate into municipal infrastructure on Marr Road. Land preparation for stormwater management must be completed before a foundation is built. It is expected the project will improve the drainage situation related to the property's current state. T. Brittain mentioned that there are stormwater management requirements included in development agreements. Town Manager Jarvie confirmed this, adding that a detailed drainage plan is required, and post-development runoff cannot exceed pre-development conditions.

Mr. Maloney answered Committee inquiries, noting: the apartment building will have mostly 2-bedroom units (sizes have yet to be finalized); there will be 6 affordable units; the project is targeted towards seniors; rent for the affordable units will be 30% below market value; marketing efforts will be explored once the project is approved – for now interest has been spread through word of mouth; the Shadow Study shows the buildings may cast shadows onto neighbouring properties around 8:00 a.m. (March 21-September 21) but only for a short period of time – the 12:00 p.m. image shows the shadows have retreated significantly from the property line; the Shadow Study can be updated to show results in the winter; the tree barrier will be maintained as much as possible to maintain privacy for all properties; property owners, directly behind on Robinson Street, should not be able to see much of the apartment building (and vice versa) owing to long lot depth and significant tree buffers; the proposal complies with by-law requirements for parking; and the project does not include specialized plug-ins for electric vehicles in the underground parking lot.

Members of the public were invited to speak. The following people spoke: Terry McKee, 4 Old Mill Lane; Mike Vienneau, 26 Robinson Street; Nathan Blais, 10 Old Mill Lane; Sue Crozier, 43 Marr Road; Pat Shea, 24 Robinson Street; and Steve Cooper, 11 Old Mill Lane.

The following comments were made: if approved, 4 Old Mill Lane will be fenced in on three sides; the group in attendance tonight was gathered by word of mouth because the polling notice – during the holiday season – was ineffective; other proposals for the property were unsuccessful; a single-family home is preferred; the height of the building will impact privacy for surrounding properties and tenants; drainage is a significant concern, water runoff will increase to surrounding properties which also includes relocated – and melting – snow; and relocated snow is not expected to melt until the spring, owing to minimal sunlight in the winter, which could worsen drainage issues for surrounding properties.

There was a lengthy discussion regarding Mr. Vienneau's concern that snow will be pushed towards his property and the drainage plan will not be sufficient to handle runoff. Mr. Maloney and Mrs. Golez noted as the property owners, snow removal is their responsibility. A contractor will be hired and instructed to relocate snow near the center of the property to melt into designated retention areas, and released into municipal infrastructure at a controlled rate. It was noted a flat roof will also be utilized in the stormwater management plan. Mr. Maloney and Mrs. Golez reiterated that there are no current drainage controls on the property, therefore the proposal is expected to vastly improve the situation by adding retention areas to control runoff, and greenery/vegetation for natural absorption. Mr. Vienneau disagreed, noting he is familiar with drainage through his employment and experience on his property and does not believe the measures will be adequate to prevent impact to his property.

Chairperson Shea called for order. He noted it is unlikely issues will be resolved tonight – the intent for tonight’s meeting is to hear public concerns/comments.

Public comments continued with the following: neighbouring properties will be impacted by shadows, loss of privacy – thin tree buffer and height of buildings (apartment and townhomes), drainage – surrounding properties cannot handle more saturation; shallow wells may be impacted by contaminated runoff from the above-ground parking lot; water runoff is expected to worsen existing conditions; housing is needed but should not impact the quality of life for surrounding properties; and public notification and information availability was lacking.

Counc. Shea stated that the recommendation is that Council schedule a public hearing to provide another opportunity for public comments.

MOVED by T. Brittain and seconded by Counc. Mackay French the Planning Advisory Committee recommends that Council schedule a public hearing to consider the rezoning of 45 Marr Road and 6 Old Mill Lane (PIDs 00245415 & 00118067) from Single Family Residential R1B zone to the Multi-Unit Residential Zone [R4].

ON THE QUESTION:

R. Forte asked if the Committee will have another opportunity to discuss the application before a public hearing. Town Manager Jarvie noted it depends on when the public hearing is scheduled. C. Vaillancourt asked if recommending the public hearing means that the Committee supports the application. Town Manager Jarvie noted it does not. He explained that a recommendation for a public hearing informs Council that there is enough substance to the application to warrant presenting the proposal to Council and the public.

CARRIED.

Town Manager Jarvie acknowledged that the timing of the polling letters was not ideal, but a standard process is used to create balance for developers and the public. He explained the next steps noting the recommendation will be brought to Council, and if a public hearing is scheduled public notification will occur, and the developer will have an opportunity to address the comments raised tonight. Council will discuss setting a date at its next meeting, however, in accordance with the Community Planning Act the earliest the public hearing can be held is January 29th.

Town Clerk Banks advised Council will discuss the matter at its next meeting on January 8th at 7:00 p.m. She noted members of the public can watch the meeting through a livestream or a recording (available the following day). She added the next Committee meeting will be February 5th at 5:30 p.m.

Chairperson Shea thanked Mr. Maloney and Mrs. Golez.

6.3 Dobbin Street**Rick Turner**

OWNER:

A.E. McKay Builders Ltd.; Andrew & Cathy McKay

PID:

30354955 & 30354963

PROPOSAL:

Amendment to Development Agreement (increased density)

The applicant Rick Turner and property owner Andrew McKay were in attendance. Town Manager Jarvie advised: a development agreement was executed in 2015; the land was transferred to a new owner (McKay), but the development agreement is attached to the land; the request is to increase the number of units on Lot 2 (PID 30354955) from 48 units in three buildings to 56 units in a single building and on Lot 3 (PID 30354963) from a 24 unit building to a 29-unit building; the proposal aligns with the need for housing, especially affordable units, and the new Municipal Plan enacted in 2021; and the proposed amendments to the development agreement were included for the Committee's review.

Mr. Turner, of Hughes Surveys & Consultants, stated the staff report clearly shows the intent of the proposal. He noted: the increase in units aligns with the Municipal Plan; the difference is 13 units; the amendments requested still bring the total density below the property's maximum permitted density; the proposal creates an opportunity for more greenspace (three buildings condensed to one, and underground vs. surface parking) thereby improving space for the stormwater management pond; and if approved, the intent is to begin construction as soon as possible.

The Committee inquired about: construction currently underway, Lot 3, options, project timeframe, and access/egress for Dobbin Street. The following responses were provided: construction is currently underway for a 24-unit building on Lot 1 (original agreement) and the road base; the proposed amendments do not impact Lot 1; the proposed change to Lot 3 is within the parameters of the Zoning By-law but still requires an amendment to the development agreement; it is at Council's discretion whether to approve one, none, or all changes proposed; the project completion deadline will likely require an extension to accommodate the changes; the intent is to begin work as soon as possible; when the project is completed Dobbin Street will have two access points; and traffic signals were recently installed on Clark Road which will improve traffic conditions to the entrance near Lennox Drive and Salmon Crescent (sidewalk will also be installed).

R. Forte raised concerns, noting he is uncomfortable with non-committal wording throughout the report, for example "seems consistent", "appears", and "generally complies". He stated Council expects details and due diligence from the Committee. Town Manager Jarvie explained that staff are confident in their understanding of the proposal but the wording is necessary as final designs, for instance for Lot 3, have not been provided.

MOVED by T. Brittain and seconded by Counc. Mackay French the Planning Advisory Committee recommend Council schedule a public hearing to consider amending the development agreement of the Dobbin Street property particularly with respect to Lot 2 (PID 30354955) and Lot 3 (PID 30354963); and Council consider amending the development agreement registered as document 34727207 to increase the total unit count by 13.

ON THE QUESTION:

In response to an inquiry, Town Manager Jarvie noted the two recommendations do not need to be separate as a public hearing would involve both matters.

CARRIED.

Chairperson Shea thanked the applicant and the property owner, and they left the meeting.

7. OLD BUSINESS

7.1 7 Scott Avenue

Elena Zeifer

OWNER:

Elena and Maxim Zeifer

PID:

00064105

PROPOSAL:

Rezoning R1B to R2

The applicant Elena Zeifer was not in attendance. Town Manager Jarvie advised the application: addresses a need for housing; is consistent with the character of the neighbourhood (proximity to multi-unit residential and commercial); creates a gradual density transition between single-family homes and nearby multi-unit residential properties; and requires no external additions to the building. He informed the Committee that the project must adhere to Building Code and Fire Code requirements to become a 2-unit building. He added there is also a condition that the applicant must provide sufficient parking to prevent on-street parking. He shared that these comments may be brought up at the public hearing on January 15th. C. Vaillancourt mentioned the item was discussed at the last Committee meeting. Town Manager Jarvie noted discussion at the previous meeting revolved around a recommendation for the public hearing.

MOVED by T. Brittain and seconded by Counc. Mackay French the Planning Advisory Committee support the application by Elena Zeifer to rezone 7 Scott Avenue (PID 00064105) from Single-Family Residential – Standard (R1B) to R2 – Two Family Residential for a 2-unit duplex and recommend Council enact By-law 2-10-37.

ON THE QUESTION:

R. Forte asked if the public will be able to comment on the proposal. Town Manager Jarvie advised there will be an opportunity for public comments at the public hearing on January 15th. He referenced a prior question, advising that the property will not be owner-occupied.

NAY vote recorded from M. Graham.

CARRIED.

TABLED ITEMS

N/A

8. CORRESPONDENCE FOR INFORMATION

N/A

9. DATE OF NEXT MEETING(S)

The next meeting will be held on Monday, February 5, 2024.

10. ADJOURNMENT

MOVED by R. Forte and seconded by Counc. Mackay French the meeting be adjourned.

CARRIED.

The meeting adjourned at 7:00 p.m.

CHAIRPERSON

RECORDING SECRETARY



2024 January 8 Open Session FINAL_072
ROTHESAY
MEMORANDUM



TO : Mayor and Council
FROM : Town Clerk Mary Jane Banks
DATE : 4 January 2024
RE : 45 Marr Road and 6 Old Mill Lane (PIDs 00245415 & 00118067)

Recommendation:

- Council schedule a Public Hearing for **Monday, January 29, 2024 at 6:00 p.m.**, in accordance with the *Community Planning Act*, SNB 2017 c 19, to consider rezoning 45 Marr Road and 6 Old Mill Lane (PIDs 00245415 & 00118067) from the Single Family Residential R1B zone to the Multi-Unit Residential Zone [R4].

Background:

The Planning Advisory Committee discussed the following motion at its regular meeting on Tuesday, January 2, 2024:

MOVED ... and seconded ... the Planning Advisory Committee recommends that Council schedule a public hearing to consider the rezoning of 45 Marr Road and 6 Old Mill Lane (PIDs 00245415 & 00118067) from Single Family Residential R1B zone to the Multi-Unit Residential Zone [R4].

CARRIED.



To: Chair and Members of Rothesay Planning Advisory Committee
From: Darcy Hudson
Assistant Development Officer
Date: Thursday, December 28, 2023
Subject: Rezoning 45 Marr Road/6 Old Mill Lane – (PIDs 00245415 & 00118067)

Applicant:	Mike Maloney	Property Owner:	Patrick Maloney
Mailing Address:	34 Sprucewood Ave Rothesay, N.B. E2E 2H3	Mailing Address:	182 Elliot Road Quispamsis, N.B. E2G 2B8
Property Location:	45 Marr Road/6 Old Mill Lane	PID:	00245415 & 00118067
Plan Designation:	Mixed Residential	Zone:	Single Family Residential R1B
Application For:	Rezoning to allow for a 1 four story (46 Unit) Apartment Building & a 6 Unit Townhouse		
Input from Other Sources:	Operations, KVFD, KRPF, Polling		

ORIGIN

An application from Mr. Mike Maloney on behalf of Dr. Patrick Maloney, to consider rezoning land located off Marr Road and Old Mill Lane (PIDs 00245415 & 00118067) from Single Family Residential [R1B] to Multi-Unit Residential (R4) to allow for the development of a 46-unit apartment building and a 6 Unit townhouse subject to the terms of a Development Agreement.

BACKGROUND

The properties are 8,643.56 square meters (2.14 acres) and currently zoned Single Family - Residential Standard zone (R1B). The property is designated COMMERCIAL in the Future Land Use map. The proposed use as a residential apartment building is not listed as a permitted use within the R1B zone. However, the Municipal Plan By-law 1-20 does contain policy direction (see Policy HDR-4 follows) that would allow Council to consider the application.



Figure 1 – Site plan of Proposed Marr Road Apt. Building and Townhouses.

*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.*

COUNCIL SHALL:

Policy HDR-4 High-density Residential:

Consider that High-density Residential (R6) development may be appropriate **throughout the Commercial Designation**, 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.



Figure 2 – Property at 45 Marr Road/6 Old Mill Lane

ANALYSIS:

Policy HDR-4 High-density Residential	Staff Comment
Subject lands are adjacent to or in close proximity to collector or arterial streets and transit routes;	The proposed building is located 140 meters from Marr Road. A traffic impact statement is being 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 is 8,643.53 square meters in area and proposed density at 46 units does not exceed the 100 square meters of land per apartment unit.
Subject lands are adequate in size relative to the intensity and scale of the proposed land development;	The proposed 4-story building would be located in a mixed-use development area containing single-family residential, High Density Residential, Commercial and Light Industrial uses.
The subject lands do not exceed 1 acre in total area (or 40 apartment units);	The density of 46 units would exceed the 40-apartment unit limit on density. However, the applicant also 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. The applicant is proposing affordable and barrier free units and

Policy HDR-4 High-density Residential	Staff Comment
	therefore would be eligible for an increase in density (6 additional units).
Underground parking is provided;	The proposal includes underground parking for 45 vehicles and 18 surface parking spaces for 63 parking spaces. The total number of parking spaces complies with 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.	A Shadow Study has been completed and indicates that the shadows will not cast shadows on abutting properties or public road right-of-way that will detract from the quality, enjoyment, or use of space.
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;	The developer is preparing a traffic impact assessment. Staff intend to review the study by understanding how the apartment building development adheres to good planning principles to ensure safe and equal access to the transportation system by all users, including vehicles of residents and their guests, foot traffic of residents and their guests to and from the building to a public sidewalk or other destination (bank/restaurant), cyclists, and the loading and unloading commercial trucks (garbage, moving vans, delivery vehicles, etc.).
Excellence in site design best practices addressing features such as Crime Prevention through Environmental Design (CPTED) principles, urban design, and high quality landscaping; and	One of the key features of CPTED is the placement of physical features, activities and people in a way that maximizes visibility as a key concept directed toward keeping intruders easily observable, and therefore less likely to commit criminal acts. Features that maximize the visibility of people, parking areas and building entrances are unobstructed doors and windows, pedestrian-friendly sidewalks and streets, front porches and appropriate nighttime lighting.
A building design of high quality that is consistent with community values and architectural best practices.	Good design responds and contributes to the neighbourhood context. Staff review the building design based on the natural and built features of the local neighbourhood, and the relationship and the character they create when combined with the proposed building.

Policy HDR-4 High-density Residential	Staff Comment
	<p>The area has some challenges in that the NB Power infrastructure does not create an attractive view for residents; however, the proposed building will be an attractive enhancement for the area.</p> <p>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 Marr Road and surrounding buildings.</p>

Polling Results

As standard procedure with all rezoning applications letters were sent to nearby residents to inform them of the application and soliciting their comment or feedback. As of Thursday, December 28, 2023 several emails were received by the Town in opposition to the application. One telephone call was received in support of the application.

RECOMMENDATION:

It is recommended THAT the Planning Advisory Committee:

- A. Recommend that Rothesay Council schedule a **PUBLIC HEARING** to consider the rezoning of 45 Marr Road and 6 Old Mill Lane (PIDs# 00245415 & 00118067) from the Single Family Residential R1B zone to the Multi-Unit Residential Zone [R4].

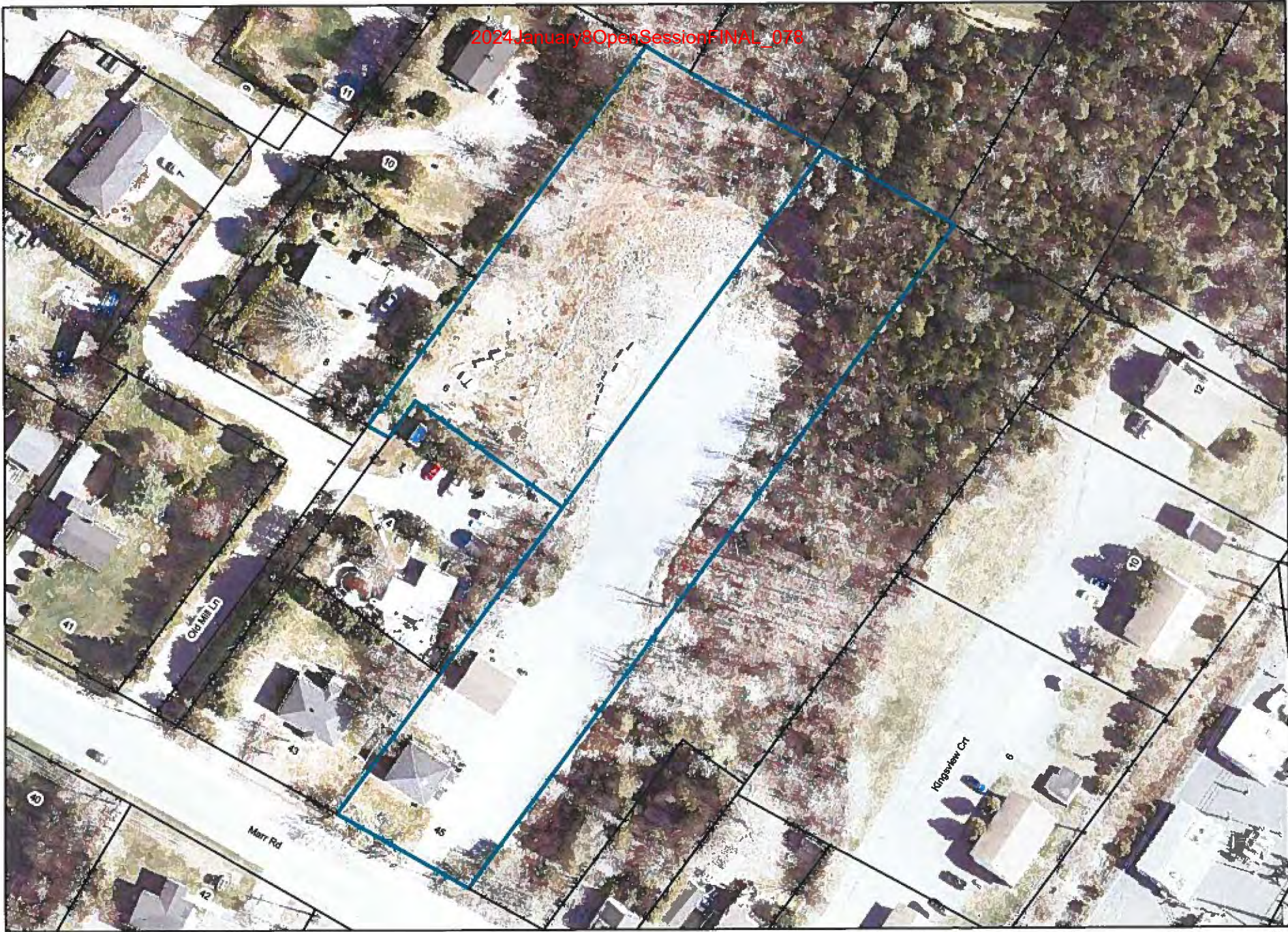
ATTACHMENTS:

- Map 1 Aerial Photo Location Map
- Map 2 Land Use Designation
- Attachment 1 Stormwater Review
- Attachment 2 Trip Generation Statement
- Attachment 3 Polling Results



Report Prepared by: Darcy Hudson, Assistant Development Officer
Date: Thursday, December 28, 2023

2024 January 8 Open Session FINAL_078



Old Mill Ln

Marr Rd

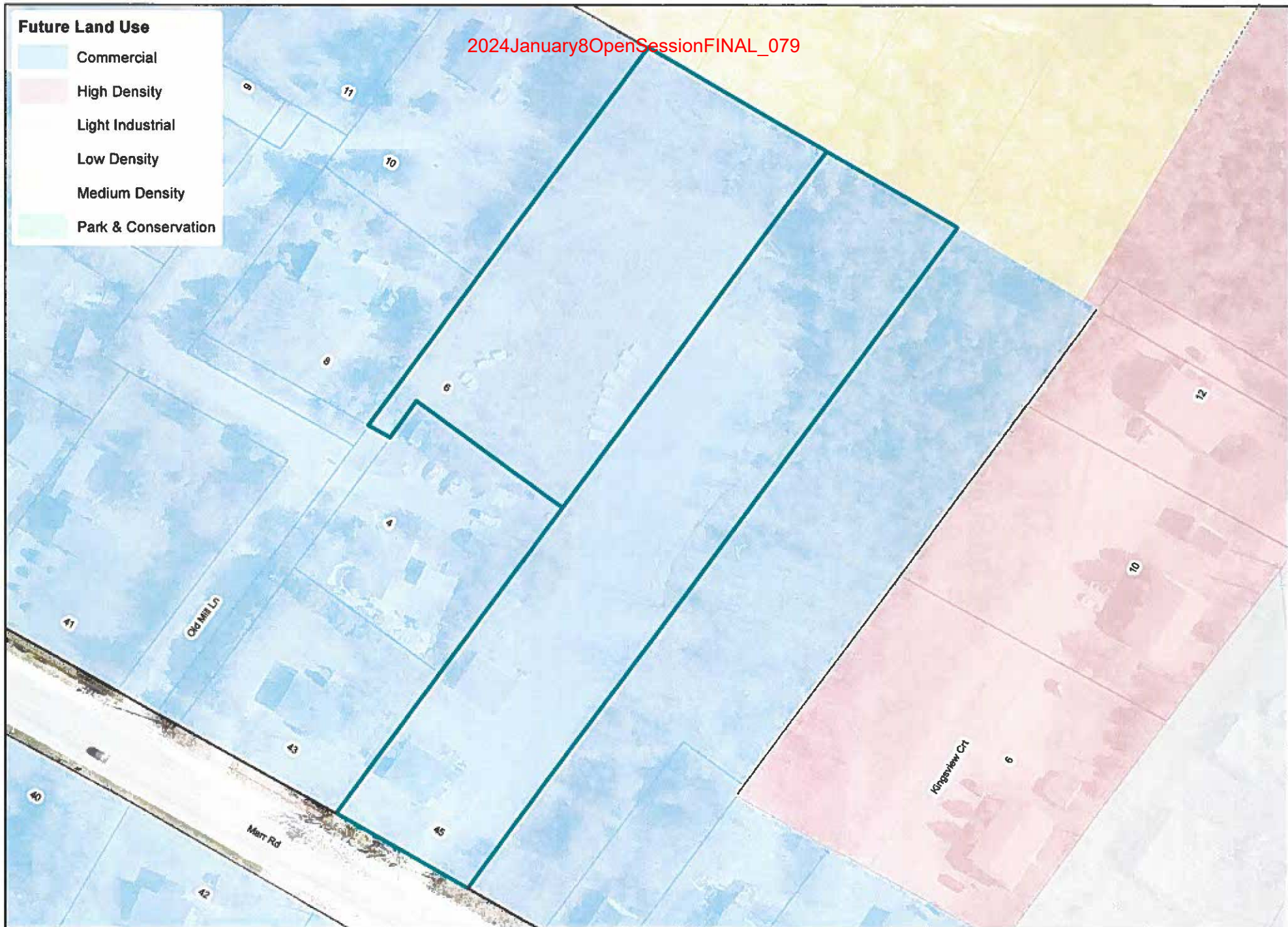
Kingsview Crt



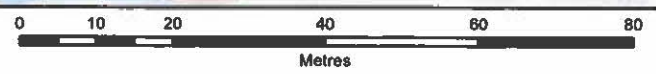
Future Land Use

- Commercial
- High Density
- Light Industrial
- Low Density
- Medium Density
- Park & Conservation

2024January8OpenSessionFINAL_079



Future Land Use Map



Ref: 23387-StormwaterReview

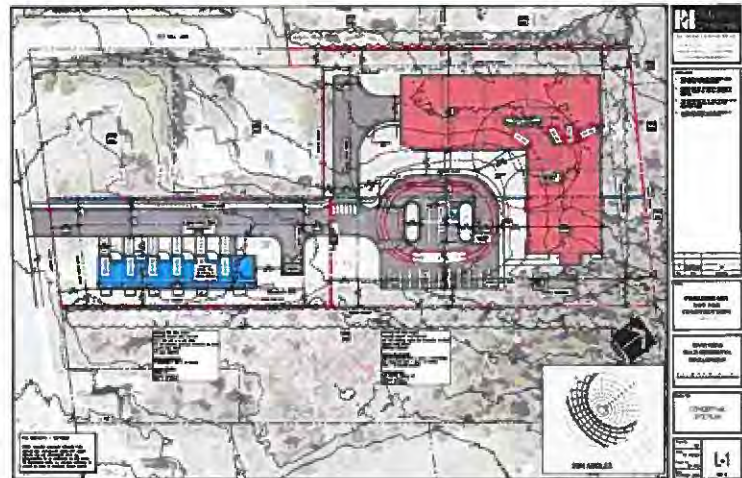
December 6, 2023

Mr. McLean,

Re: 45 Marr Road - Multi-Residential Development - Stormwater Review

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

We have been provided with a conceptual site plan prepared by Polyline Designs dated October, 2023 and this review is limited to details shown on this site plan.



Existing Site

The existing site is composed of two PIDs 00118067 and 00245415. The site is currently occupied by a single family home with a detached garage and a large laydown area towards the rear of the site.

The front portion of the site slopes away from Marr Road and to the west. This portion of the site sheet drains onto the adjacent property to the west.

The rear portion of the site sheet drains to the adjacent properties to the west and north

Stormwater Management Approach

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

The proposed site plan shows townhouses located along the front portion of site. We would likely incorporate a swale along the rear of these to intercept flows from upstream, as well as

collecting the rear portion of the buildings. The street area could be collected in a storm sewer system.

Between the garbage enclosure area and the parking area for the larger building there is an area of undeveloped land. We would likely incorporate a storm pond in this area.

The parking lot would be designed as parking lot ponds by installing ICD's in the catch basins from this area so water ponds in the parking lot for a brief period of time.

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

Flow from the site would be discharged to the existing storm system on Old Mill Lane via the Local Government Services Easement through the adjacent property.

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

Closing

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

Yours truly,

Don-More Surveys & Engineering Ltd.

Andrew Toole

Andrew Toole, NBLs, P.Eng.

December 21, 2023

Mike Maloney, BBA, BPR, CPF
Right Hook PR + Strategic Planning
34 Sprucewood Avenue
Rothesay, NB, E2E 2H3
Email: mike@righthookpr.com

Dear Mr. Maloney:

RE: Trip Generation Statement - 45 Marr Road, Rothesay

Project Understanding

We understand a trip generation statement is required by the town of Rothesay for the proposed residential development located at 45 Marr Road, Rothesay. The development is planned to include one, 46-unit apartment building and six townhouses, for a total of 52 residential units, as illustrated in **Figure 1**, and will be marketed towards seniors/retirees.

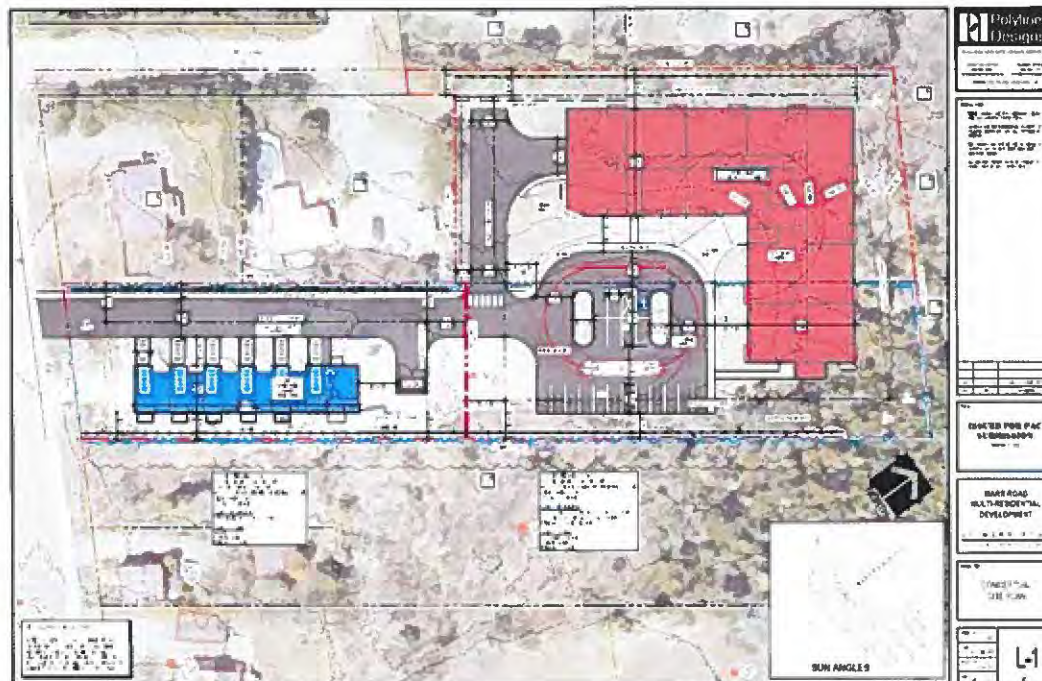


Figure 1: Proposed Site Plan

Mike Maloney
December 21, 2023

Trip Generation

To estimate the new morning (AM) and afternoon (PM) peak hour traffic generated by the proposed development, trip generation rates from the *Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition*, were used. Rates published in this manual are widely accepted by the traffic engineering community, as they are based on empirical data.

Since the proposed development will include both apartment units and townhouses marketed towards an older demographic profile (i.e., seniors/retirees), the following land use codes were selected from ITE's Trip Generation Manual to best reflect the proposed land uses:

- ▶ ITE LU Code 252 for "Senior Adult Housing – Multifamily (Apartment)
- ▶ ITE LU Code 251 for "Senior Adult Housing – Single-Family (Townhouses)

The trip generation rates include all vehicular movements entering and exiting the site. Trip generation rates were reviewed for both the weekday AM and PM peak hours of the adjacent road, as this would represent the peak traffic loading on the adjacent street (i.e., Marr Road). The location setting for "General Urban/Suburban" was selected as it generally reflects the setting of the development site. The estimated numbers of new AM and PM peak hour trips based on the proposed number of dwelling units are summarized in **Table 1**, and a summary of new site trips is provided in **Table 2**.

Table 1: ITE Trip Generation Summary

ITE Land Use Code 252 (Senior Adult Housing – Multifamily)							
46	Dwelling Unit	Rate	Inbound	Outbound	Trips In	Trips Out	Total Trips
	AM Peak Hour of Adjacent Street Traffic	0.20	34%	66%	4	7	11
	PM Peak Hour of Adjacent Street Traffic	0.25	56%	44%	7	6	13
ITE Land Use Code 251 (Senior Adult Housing – Single-Family)							
6	Dwelling Unit	Rate	Inbound	Outbound	Trips In	Trips Out	Total Trips
	AM Peak Hour of Adjacent Street Traffic	0.24	33%	67%	1	1	2
	PM Peak Hour of Adjacent Street Traffic	0.30	61%	39%	2	1	3

Mike Maloney
December 21, 2023

Table 2: Summary of New Site Trips

Time Period	Trips In	Trips Out	Total Trips
AM Peak Hour	5	8	13
PM Peak Hour	9	7	16

Based on the trip generation for the proposed site, a total of 13 and 16 new trips are expected during the weekday AM and PM peak hours, respectively.

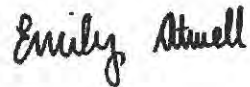
Closing

Thank you for the opportunity to complete this Trip Generation Statement for your proposed development at 45 Marr Road.

We trust this information satisfies your current requirements, but if you have any comments or questions that arise from the review, please reach out to us at your earliest convenience.

Yours very truly,

CBCL Limited



Prepared by:
Emily Atwell, EIT
Transportation EIT & Urban Planner
Direct: (506) 639-6559
E-Mail: eatwell@cbcl.ca



Reviewed by:
Brendan McPhee, M.Sc.E., P.Eng.
Transportation Engineer
Direct: (506) 633-6650
E-Mail: bmcphoe@cbcl.ca

CC: Brian Moreau, P.Eng.

Report No: 232936.00

This document was prepared for the party indicated herein. The material and information in the document reflects CBCL Limited's opinion and best judgment based on the information available at the time of preparation. Any use of this document or reliance on its content by third parties is the responsibility of the third party. CBCL Limited accepts no responsibility for any damages suffered as a result of third party use of this document.

Darcy Hudson

From: [REDACTED]
Sent: December 25, 2023 8:49 PM
To: Darcy Hudson
Subject: Fwd: Rezoning Application - 45 Marr Rd / 6 Mill lane

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

Please disregard the first email sent in error.

Mr. Hudson,

My name is [REDACTED] and I live at [REDACTED] in Rothesay with my wife [REDACTED]. I would like to register my opposition to the proposed bylaw change for 45 Marr Rd and 6 Old Mill Lane.

In 1987 we bought this land and built our house in the summer of 1988. The area behind our home is fairly heavily forested with lots of humps and hollows that help control the flow of water which naturally moves downhill. This natural setting, along with landscape work completed in our backyard has worked well at keeping water moving around the house in severe rain events.

This land for the most part, belongs to the home owners on the west side Robinson Street so there's little chance of any changes there.

The issue for me is this land in question.

Several years ago, another development was proposed for this same site. The neighbours were given a satisfactory time frame to respond to this and I'm aware of some, including myself, who opposed. Eventually the application, as I understand it, was denied.

Unfortunately for me, some site work had been done and at some point, a large parking lot was created on this land. The winter plowing pushed all the snow to the back of the lot.

During winter rain storms, usually in February, March and April, the rain, along with added snow melt, flow too fast and in too much volume, for the natural forest land and my initial landscaping to handle. This was a very noticeable change resulting in a wet basement a few times.

In 2019 I removed my back deck and reshaped my backyard to assist with this added water during these very common events. My yard is no longer flat but has a swale running through it and around the house. So be it, if it worked, I would have been happy. Unfortunately, some of the storms still created problems with water running up against my foundation and into the basement through the windows. As a last ditched effort to keep water out of the house, I had the 2 basement windows bricked in, removing all natural light from the basement.

I'm also concerned about the added noise these units will bring to the area. You are talking about adding 52 residential spaces in my backyard. The noise of construction and then, everyday life for those living there will become what we hear in our backyard.

Another point is that there are at least 7 other large units either recently completed, under construction or already approved, within 2kms of this address. Once all are up and running the traffic in the area, which has already had a noticeable increase, will be even worse.

The last point I will make is the apparent strategic timing of all this. I received my letter, that was dated December 19th, on Friday December 22, 2023. The letter advised that submissions had to be received by end of day on Wednesday December 27th. Given the Christmas Holiday that has given people one working day, Wednesday the 27th, to ask any questions of staff or any other research they may want to undertake, and then make their submission. That doesn't even account for the folks who may be away for the holidays unaware of what is happening in their backyard. Interesting.

Respectfully submitted,

----- Forwarded message -----

From

Date: Mon, Dec 25, 2023 at 2:58 PM

Subject: Rezoning Application - 45 Marr Rd / 6 Mill lane

To: <darcyHUDSON@rothesay.ca>

Mr. Hudson,

My name is [redacted] I live at [redacted] in Rothesay with my wife [redacted] would like to register my opposition to the proposed bylaw for the A/N address.

In 1987 we bought this land and built our house in the summer of 1988. The area behind our home is fairly heavily forested with lots of humps and hollows that help control the flow of water which naturally moves down hill. This natural setting, along with landscape work completed in our backyard has worked well at keeping water moving around the house in severe rain events.

Darcy Hudson

From: -
Sent: December 27, 2023 3:55 PM
To: Darcy Hudson
Subject: 45 Marr road

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

Hi I live at 4 Old Mill Lane . I Am rejecting this proposal.

I do not want fenced in on 2 Sides of property.It zoned single family a 6 Old lane and we want that to stay that way or green space . As on the last proposal it was deemed they could put a garage or warehouse on 45 Marr road this project is far more that that .We take 10 to 15 minutes to get onto Marr now in morning. So how a minimum 50 cars going to get to the Marr Road on that blind hill . And there moving driveway closer to crest of hill . There all ready been Deaths an accident there because of it . And the 25 days a year you are totally blinded by the sun coming up that crest of hill . And if the next property add the New apartment buildings on the homestar property.It going to be worst again.

Get [Outlook for iO](#)

Darcy Hudson

From:
Sent: December 27, 2023 4:00 PM
To: Darcy Hudson
Cc:
Subject: RE: Rezoning of 45 Marr Rd and 6 Old Mill Lane

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

Attn: Darcy Hudson
Assistant Development Officer

Darcy,

I am writing you at this time to state my objection regarding the proposed development of 45 Marr Rd and 6 Old Mill Lane Rothesay, NB.

Here are some of my concerns:

- We are close to apartments now, this will mean increased noise levels
- Water drainage concerns
- New Apartments and town houses on these parcels of land will definitely mean a significant increased level of traffic
- Marr Road is busy enough now and really can't handle any further traffic
- No Greenspace in this area now, this would eliminate the very little bit we currently have left
- Privacy
- Property values and appearances of property not pleasing to residential living
- Potential for increased Theft or crime activity

Where this rezoning application was requested at an already busy time of year for families and business, it feels like this process is being pushed through quickly and perhaps in a way to avoid the publics opportunity to express their concerns.

I understand a meeting is being held Tuesday January 2nd, 2024, at which time I understand the area residents should be given an opportunity to express their concerns.

Thank You,

8 Old Mill Lane
Rothesay NB
E2E 3K8

Darcy Hudson

From:
Sent: December 27, 2023 3:28 PM
To: Darcy Hudson
Subject: Rezoning on Old Mill -

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

Hi Darcy,

Firstly, thank you for bringing this rezoning application to my attention.

I will start by saying this process appears rushed, as your letter was written on December 19th and was delivered after the 21st. I had checked my mailbox after 5pm that day, and was surprised to find your letter with the timeline in my mail today, Dec 27th after the Christmas holiday.

Having received this letter during the holiday, and being left with very limited time to respond, I can't guarantee that my thoughts will be complete, as I am writing to you from my vehicle outside the mailbox at 3:01pm on December 27th.

My preliminary concerns are as follows:

1. Water - I have a shallow well. The construction of the building may (likely) contaminate the aquifer/reservoir from which we draw our water.

-how can this risk be mitigated or eliminated? I should not carry the financial cost of resolving this issue should it occur.

2. Flooding - Given the proximity of the building to my home, I think it is likely that run off from the roof and parking lot will drive water downhill and against the foundation of my home. The saturation of my yard, as well as my foundation is a concern to me, as I do not have significant issues with water ingress currently. As you know, pavement and steel/shingles do not absorb water. During the Winter and Spring, I have noticed the sewer system struggling to deal with the existing water runoff.

-how can this risk be eliminated or mitigated? So far, I have taken some steps to prevent water ingress to my home and have been successful. However, the construction of such a building will undoubtedly cause issues which may overwhelm my ability to deal with the water. I should not carry the financial burden for dealing with the water issues which may arise as a result of the buildings construction.

3. Privacy - a 5 story building will completely overshadow my home. The plans place the building extremely close to my yard such that it will dwarf the trees I rely on for privacy. As a result, my privacy will be significantly impacted, which will in turn reduce the value of my property.

-what precautions will be taken to preserve the integrity of my yard?

In short, my access to clean, drinkable water may be impacted, my home and yard may sustain damage (primarily from flooding or water flow running down from the apartment building), and my privacy and home security may be impacted as the building will not only be one of the tallest buildings in the town, but will also be a large housing complex.

Darcy Hudson

From:
Sent: December 27, 2023 4:01 PM
To: Darcy Hudson
Subject: Re: Rezoning on Old Mill - 10 Old Mill Lane

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

Additionally, theft and vandalism are a concern. Theft and vandalism in the case of increased traffic and visibility.

As well, fire poses a risk in the case of fire from smoke damage or the spread of fire across the boundary of my lot. A medium sized apartment building which was under construction caught fire in Fredericton a few years ago, it was located in a residential area downtown and the heat and smoke damaged nearby homes.

On Wed, Dec 27, 2023 at 3:27 PM,

Hi Darcy,

Firstly, thank you for bringing this rezoning application to my attention.

I will start by saying this process appears rushed, as your letter was written on December 19th and was delivered after the 21st. I had checked my mailbox after 5pm that day, and was surprised to find your letter with the timeline in my mail today, Dec 27th after the Christmas holiday.

Having received this letter during the holiday, and being left with very limited time to respond, I can't guarantee that my thoughts will be complete, as I am writing to you from my vehicle outside the mailbox at 3:01pm on December 27th.

My preliminary concerns are as follows:

1. Water - I have a shallow well. The construction of the building may (likely) contaminate the aquifer/reservoir from which we draw our water.

-how can this risk be mitigated or eliminated? I should not carry the financial cost of resolving this issue should it occur.

2. Flooding - Given the proximity of the building to my home, I think it is likely that run off from the roof and parking lot will drive water downhill and against the foundation of my home. The saturation of my yard, as well as my foundation is a concern to me, as I do not have significant issues with water ingress currently. As you know, pavement and steel/shingles do not absorb water. During the Winter and Spring, I have noticed the sewer system struggling to deal with the existing water runoff.

-how can this risk be eliminated or mitigated? So far, I have taken some steps to prevent water ingress to my home and have been successful. However, the construction of such a building will undoubtedly cause issues which may overwhelm my ability to deal with the water. I should not carry the

Darcy Hudson

From:
Sent: December 27, 2023 11:51 AM
To: Darcy Hudson
Subject: Rezoning Application-45 Marr Road/6 Old Mill Lane

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

Hi Darcy,

I am the owner of the residence on 11 Old Mill Lane which is on a downward slope from the proposed building construction.

My intention is not to oppose new construction or the rights of a landowner but I do have some concerns with this proposed building.

The water run-off and potential for flooding on lower grade properties is of concern to me as is the possible contamination and

functionality of my well. I would like assurance that the existing infrastructure is capable of handling a building project of this scale.

A berm or a raised area of green space in a vertical way may be necessary for proper drainage.

Thank You

Darcy Hudson

From:
Sent: December 27, 2023 2:36 PM
To: Darcy Hudson
Subject: Rezoning...45 Marr, 6 Old Mill.

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

Hi Darcy, I have several concerns about this rezoning application and the subsequent construction activity.

1. Surface water drainage. As the land above my property at 22 Robinson has been developed steadily over the years since I moved in, there has been a significant increase in surface water flooding on my property. This has necessitated landscaping and earth berms to be applied to my property to keep water away from the house. This further conversion of woodland to hard standing will only add to my problems unless serious attention is paid to surface water handling at this new development.
2. Noise. Over the past few years, the noise from the ongoing construction between Robinson and Marr, as well as the apartments on Chapel has been a nuisance which has become more evident since I retired. I can no longer enjoy a peaceful afternoon on my deck due to the construction equipment and activity continuously in progress. This development is closer than any others and needs to be controlled for noise.
3. Population growth. I'm no expert on urban development, but I see an extremely rapid increase in local population and population density in the last few years. I can think of at least 6 major high density projects already completed or in progress, and I am concerned that we do not have the infrastructure in place to deal with this rapid growth. Our police, fire and ambulance services are already very busy, along with all the other social and domestic needs of the community. Thanks for the opportunity to comment. I trust my time has been well spent.

Regards

22 Robinson St.

Sent from my iPad

Darcy Hudson

From: ---
Sent: December 26, 2023 10:25 PM
To: Darcy Hudson
Cc:
Subject: REZONING APPLICATION - 45 MARR ROAD/6OLD MILL LANE

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

Dear Mr. Hudson

My wife and I just received your letter dated on Dec 19, 2023 regarding the rezoning application at 45 Marr Rd & 6 Old Mill Lane.

This email is a response to that letter since I am strongly opposed to this rezoning.

First of all, we live at 26 Robinson St and this rezoning would be directly in my back yard. Since we moved in, approximately 7 years ago, each spring we have experienced a lot of water run off in our back yard because the area in which you are talking about is at a higher elevation than our property. The winter snow and heavy rain falls build up in that area (and the area above it) and because we are slightly below that grade (level), all of that water runs downhill and into my backyard. This is not a slow trickle of water, but it runs quite rapidly for months because there is sooooo much water/snow melting. My home has come close to having my basement flooded a few times because the water could not drain fast enough. Because of this water buildup, I was forced to build up a portion of my backyard in order for the water to run AWAY from my home. My, and my neighbor's, backyard is usually saturated with water for the entire spring and into early summer. It us usually June or July (and sometimes August) before the water has dried up enough to go onto the lawn in my backyard. This water is the result of all of the water which is accumulating in the woods and along that stretch of Marr Rd.

I had to build similar to a "French drain" in order to keep the water from building up between my neighbor and I and to prevent basement flooding.

Now, if you are to build a 46 unit apartment building and a 6 unit Garden home area, I know EXACTLY where all of that snow (and water) will be plowed.....directly into the woods in my backyard. Now I will have even more snow and run off water in my backyard forcing me to do something more in order to keep my basement from flooding.

Secondly, if you are to allow this rezoning and a 46 unit apartment complex to be built, you are forcing an even more dangerous traffic pattern on Marr Rd. The extra traffic that will hit Marr Rd at peak times of the day will be even more dangerous on Marr Rd. May I remind you of where this area is.....it's at the top of a blind hill where oncoming traffic (in both directions) will have trouble seeing the traffic trying to enter Marr Rd.

May I also remind you that the town of Rothesay allowed an apartment complex to be built at the west end of Chapel Rd, which is still under construction but almost completed. When the developer asked for this permit, traffic pattern issues were brought up at that time as well. The developer said that they would install a traffic light at the corner of Marr Rd and Chapel Rd. THIS HAS NOT HAPPENED. I am not looking forward to the extra traffic jams and "close calls" that will occur when the extra traffic from the new unit on Chapel Rd hits this corner. Now, the town of Rothesay is inviting an even more serious safety concern (the extra traffic at 45 Marr Rd). What is the solution, another traffic light, that doesn't exist?

I certainly can understand that the town of Rothesay and all surrounding areas are in a struggle to find housing for MANY individuals and I am certainly onboard with the cause. However, to build a 46 unit complex on one of the busiest streets in Rothesay is NOT the solution. Building the units on another street which is less busy, more room to build, and not causing more flooding to existing properties makes much more sense. The developers are taking advantage of this

area because they can retrieve MAXIMUM rent since it is on a "high traffic area". This makes PERFECT BUSINESS SENSE but NOT AT THE COST OF FLOODING OTHER PROPERTIES AND CREATING A TRAFFIC SAFETY CONCERN.

In my opinion, the town of Rothesay does not have the infrastructure to handle the extra water run off (as my backyard shows) AND you are introducing another serious traffic safety concern by allowing this rezoning to happen.

I look forward to seeing you and others at your town hall meeting on Tuesday January 2, 2024. I promise you, I will be there.

thanks

Darcy Hudson

From:
Sent: December 27, 2023 11:33 PM
To: Darcy Hudson
Cc:
Subject: Rezoning Application - 45 Marr Road / 6 Old Mill Lane

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

Hello Mr. Hudson,
I'm writing in response to the letter that I received this evening for the rezoning application for 45 Marr Road / 6 Old Mill Lane.

I see from the correspondence that concerns were supposed to be submitted to you by 4:00 today (Wednesday, December 27). I know I missed the deadline but I'm reaching out to share my concerns over this rezoning application anyway.

I live at 43 Marr Road. My husband and I purchased our house four years ago and find this residential, single family home area to be relatively quiet, even with the traffic on Marr Road. We purchased this property because of the proximity to all of our favourite things in Rothesay, but also because of the privacy and green spaces our lot gives us.

This proposal is going to add more volume of noise to this area, as well as take away a lot of the green space(s) we currently enjoy. While the zoning proposal you mailed to us doesn't include the plans from the developer, we are aware that the rendering shows a new driveway placed at 45 Marr Road, immediately adjacent to our property line. Old Mill Lane will presumably need to be widened to handle increased traffic as well, impacting the other side of our property.

We are concerned with what this change will do to our property line, on both sides of our property, not to mention the loss of the two beautiful maple trees that are currently at 45 Marr Road. The landscape will be changed dramatically if this proposal is approved.

The proposed garden homes and apartment complex are going to have these structures towering over top of us, which will greatly impact our privacy. Based on the rendering we have, I assume 46 apartments will require four stories; and the garden homes including lower level garage space will be two or three stories. (Is a four story building in an existing residential area even allowed?)

I would be remiss if I didn't mention the concerns over drainage, water and sewage lines.

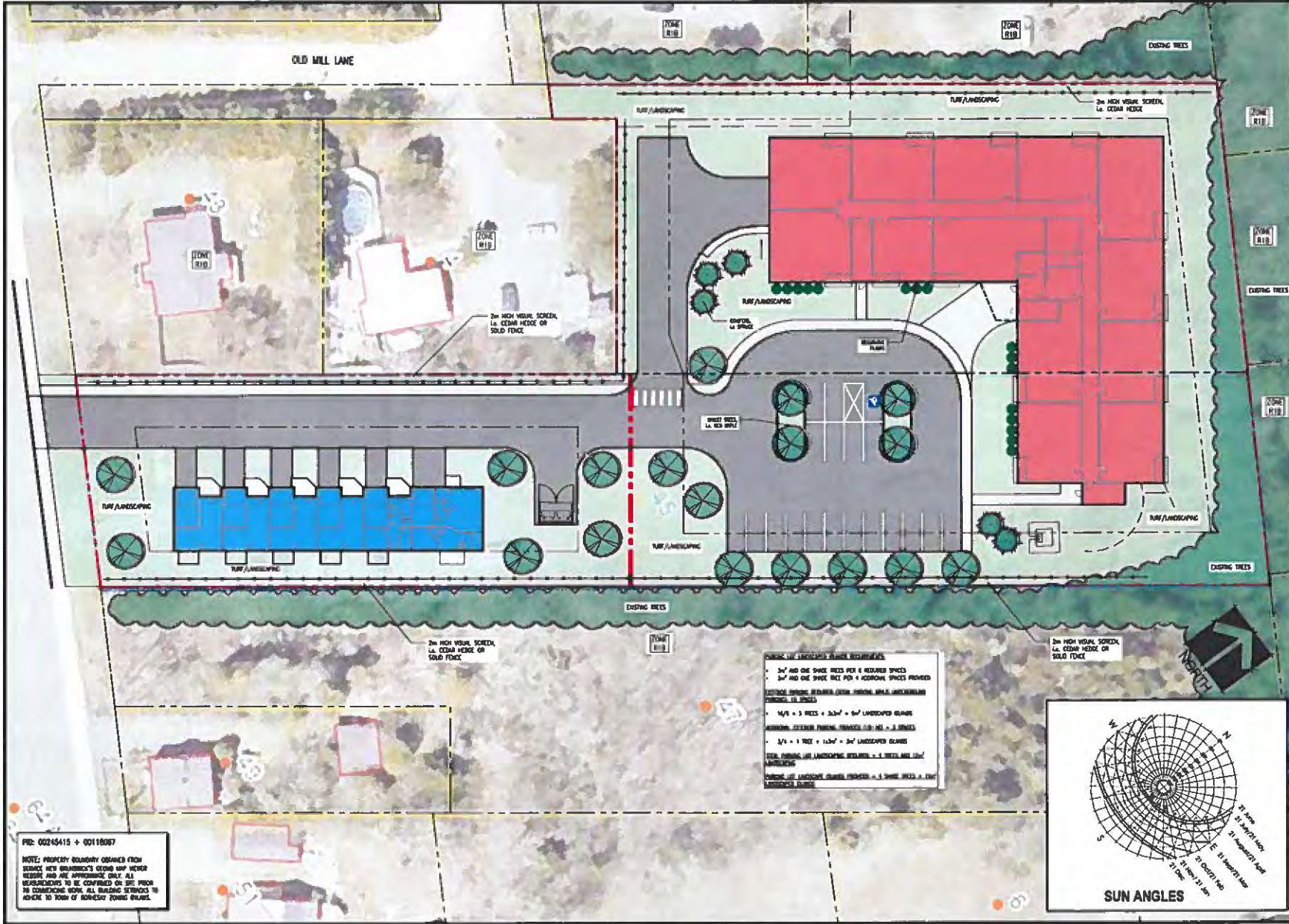
What is their plan for snow removal? Where are the piles of snow going to be on their property? With the garden homes right beside our lot and apartment complex behind - we have concerns about the runoff (water, salt & sand) in the spring.

What will happen to the natural stream that is between 45 and 47 Marr Road? If that stream is interfered with, we may see groundwater moving our way.

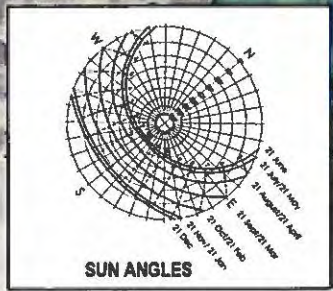
How will this impact our property taxes?

And on top of all of that of course, is increased truck traffic, noise and dust & debris associated with a project of this scale.

Thank you for forwarding our concerns to the Rothesay Planning Advisory Committee.



- MINIMUM TREE LANDSCAPING PLANT REQUIREMENTS**
- 30" AND ONE SHrub TREE PER 4 REQUIRED SPACES
 - 30" AND ONE SHrub TREE PER 4 REQUIRED SPACES PROVIDED
 - 1 1/2" = 3 TREES = 300' = 60' LANDSCAPED GRASS
 - 2 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 3 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 4 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 5 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 6 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 7 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 8 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 9 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 10 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 11 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 12 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 13 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 14 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 15 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 16 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 17 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 18 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 19 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 20 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 21 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 22 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 23 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 24 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 25 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 26 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 27 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 28 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 29 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 30 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 31 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 32 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 33 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 34 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 35 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 36 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 37 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 38 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 39 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 40 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 41 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 42 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 43 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 44 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 45 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 46 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 47 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 48 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 49 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 50 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 51 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 52 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 53 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 54 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 55 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 56 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 57 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 58 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 59 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 60 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 61 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 62 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 63 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 64 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 65 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 66 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 67 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 68 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 69 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 70 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 71 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 72 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 73 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 74 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 75 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 76 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 77 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 78 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 79 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 80 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 81 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 82 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 83 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 84 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 85 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 86 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 87 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 88 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 89 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 90 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 91 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 92 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 93 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 94 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 95 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 96 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 97 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 98 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 99 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS
 - 100 1/2" = 1 TREE = 150' = 30' LANDSCAPED GRASS



PID: 00245415 + 00118087

NOTE: PROPERTY BOUNDARY OBTAINED FROM SURVEY. THIS DRAWING'S DESIGN AND MEASUREMENTS ARE APPROXIMATE. ALL MEASUREMENTS TO BE CONFIRMED ON THE GROUND. NO CONSTRUCTION WORK, ALL BUILDING SERVICES TO REFER TO TOWN OF BARNSTABLE ZONING ORDINANCES.

Polyline Designs
 BUILDING AND SITE DESIGN SERVICES

DESIGN OFFICE: 1000 W. 10th St., Barnstable, MA 02532
 PHONE: 508-548-1111
 WWW.POLYLINEDESIGN.COM

SUBMIT OFFICE: 1000 W. 10th St., Barnstable, MA 02532
 PHONE: 508-548-1111
 WWW.POLYLINEDESIGN.COM

- REVISION NOTES**
1. THESE CHANGES ARE FOR PRELIMINARY REVIEW ONLY AND NOT FOR CONSTRUCTION.
 2. CHANGES ARE THE ARCHITECT'S RESPONSIBILITY OF POLYLINE DESIGN, INC. AND ALL APPROVALS & REVISIONS.
 3. THIS DRAWING IS NOT TO BE USED IN WHOLE OR IN PART FOR ANY PROJECT OTHER THAN THAT INDICATED HEREIN.
 4. ALL RELATED PROJECTS MUST BE APPROVED BY THE TOWN OF BARNSTABLE FOR ANY CONSTRUCTION.

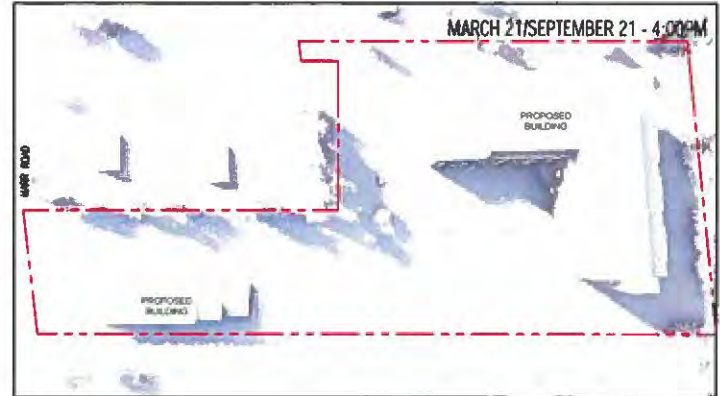
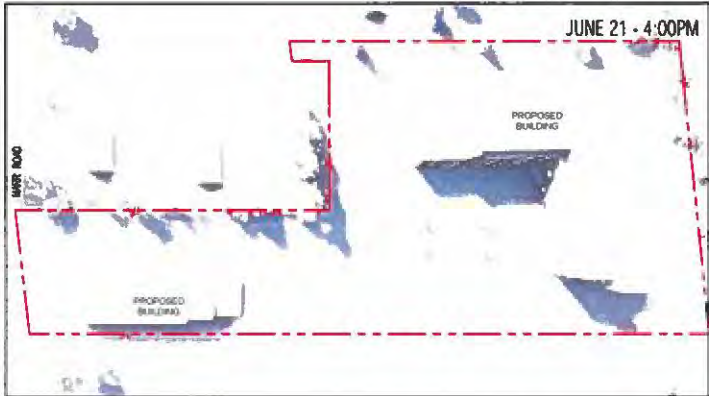
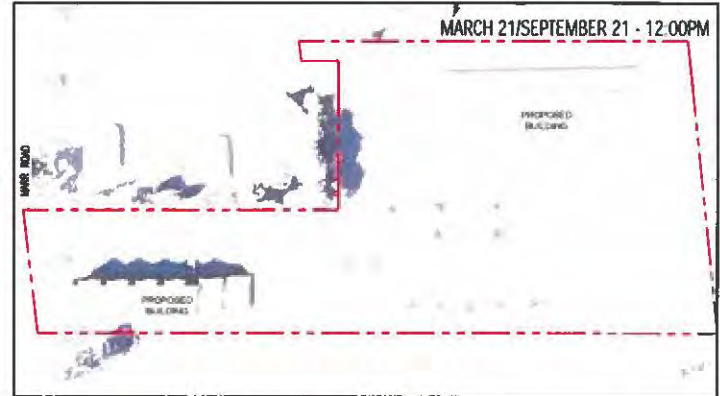
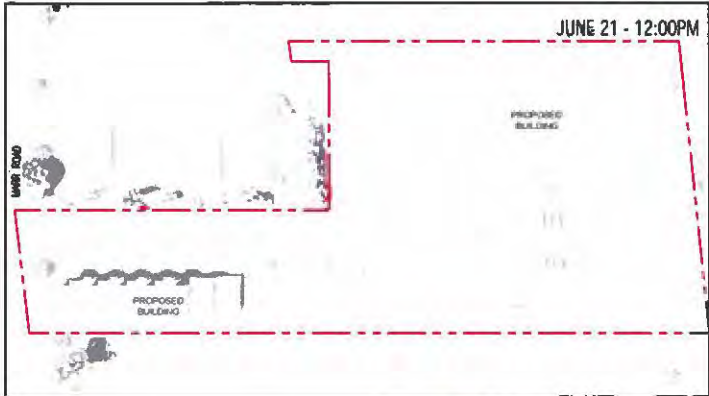
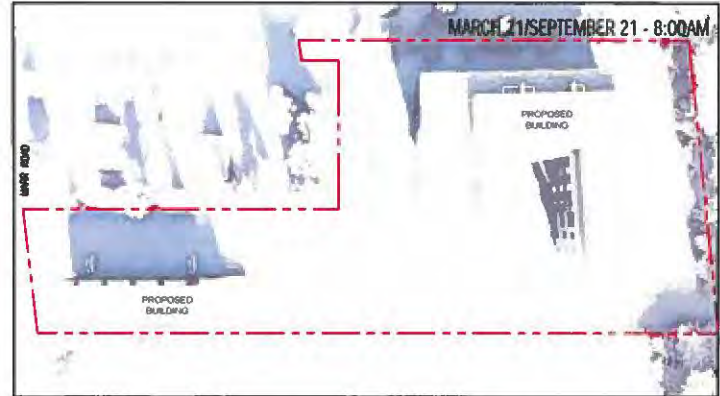
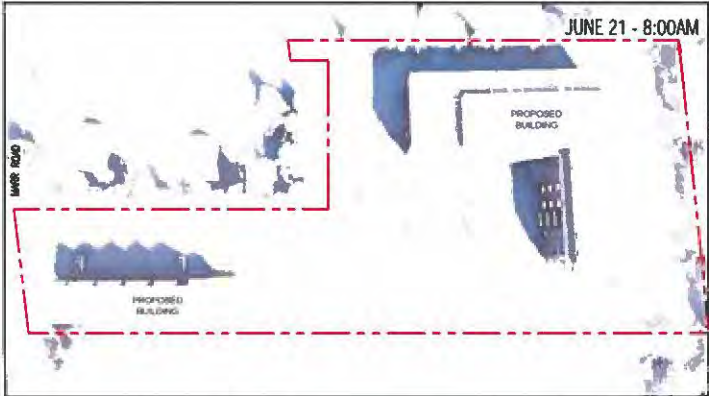
Rev.	Date	Description
A	12/12/2023	PAC SUBMISSION

ISSUED FOR PAC SUBMISSION
 December 12, 2023

MARR ROAD MULTI-RESIDENTIAL DEVELOPMENT
 45 MARR ROAD
 ROTHSAY, NEW BARNSWICK

CONCEPTUAL LANDSCAPE PLAN

Drawn By:	MD
Scale:	AS SHOWN
Project No.:	23-162
Date:	DEC. 2023
REV #	L-2



Polyline Designs
 BUILDING AND SITE DESIGN SERVICES
 WILTON OFFICE: 100 WILSON RD, WILTON, NH 03095
 BUREAU OFFICE: 200 W. 1137, WILSON, NH 03095
 WWW.POLYLINEDESIGNS.CA

- NOTES:**
1. THESE SHADOWS ARE FOR PRELIMINARY SCENARIOS ONLY AND ARE FOR CONSIDERATION.
 2. SHADOWS ARE THE SOLE PROPERTY OF POLYLINEDESIGNS INC. AND ALL COPYRIGHT © RESERVED.
 3. THIS DRAWING MAY NOT BE USED IN WHOLE OR IN PART FOR ANY PROJECT OTHER THAN THAT INDICATED HEREIN.
 4. ALL REQUIRED PERMITS MUST BE OBTAINED BEFORE ANY CONSTRUCTION.

No.	Date	Description
A	12/11/2023	PAC SUBMISSION

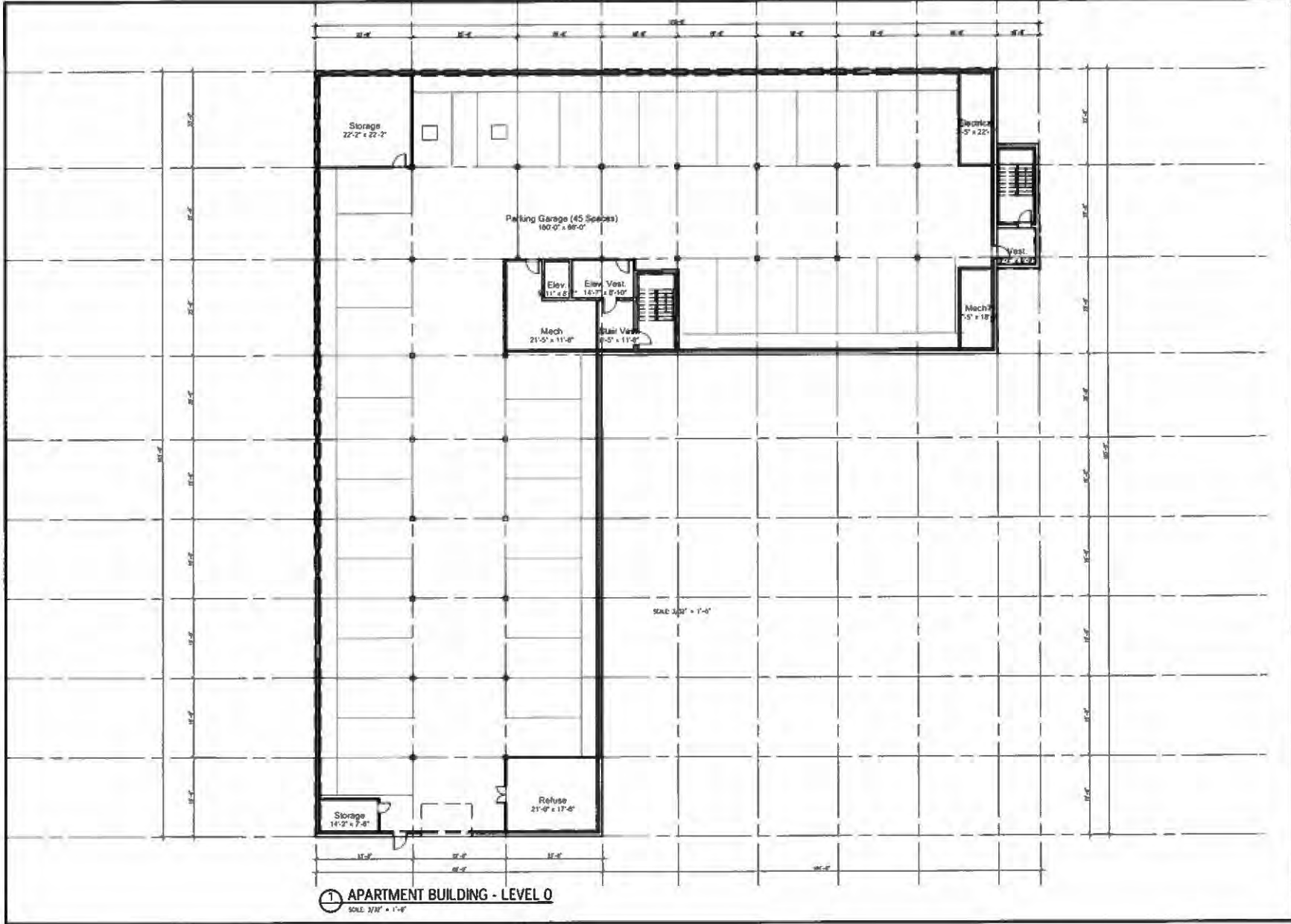
ISSUED FOR PAC SUBMISSION
 December 12, 2023

MARR ROAD MULTI-RESIDENTIAL DEVELOPMENT
 45 MARR ROAD
 BETHLEHEM, NEW BRUNSWICK

Drawn By: **SHADOW STUDY**

Drawn By: MD
 Scale: AS SHOWN
 Project No: 23-162
 Date: DEC. 2023

L-3
 REV 0



Polyline Designs
 BUILDING AND SITE DESIGN SERVICES

MISSION OFFICE
 145 SAN JOSE
 4150 POLYLINE DRIVE, SUITE 100
 SAN JOSE, CA 95131
 WWW.POLYLINEDESIGNS.COM

PHILADELPHIA OFFICE
 105 SAN JUAN
 1000 PHILADELPHIA AVENUE, SUITE 100
 PHILADELPHIA, PA 19107

- NOTES:
1. THESE DRAWINGS ARE FOR PRELIMINARY DESIGN ONLY AND ARE NOT FOR CONSTRUCTION.
 2. APPROVED AND THE PROFESSIONAL PROPERTY OF POLYLINE DESIGN INC. HAS ALL COPYRIGHT © RECORDS.
 3. THIS DRAWING WAS NOT IN EXISTENCE OR IN FORCE FOR THE PROJECT DATE AND THE PROJECT RECORDS SHOULD BE CONSULTED FOR ANY CHANGES.
 4. ALL DIMENSIONS SHOWN MUST BE OBTAINED OR CHECKED PRIOR TO ANY CONSTRUCTION.

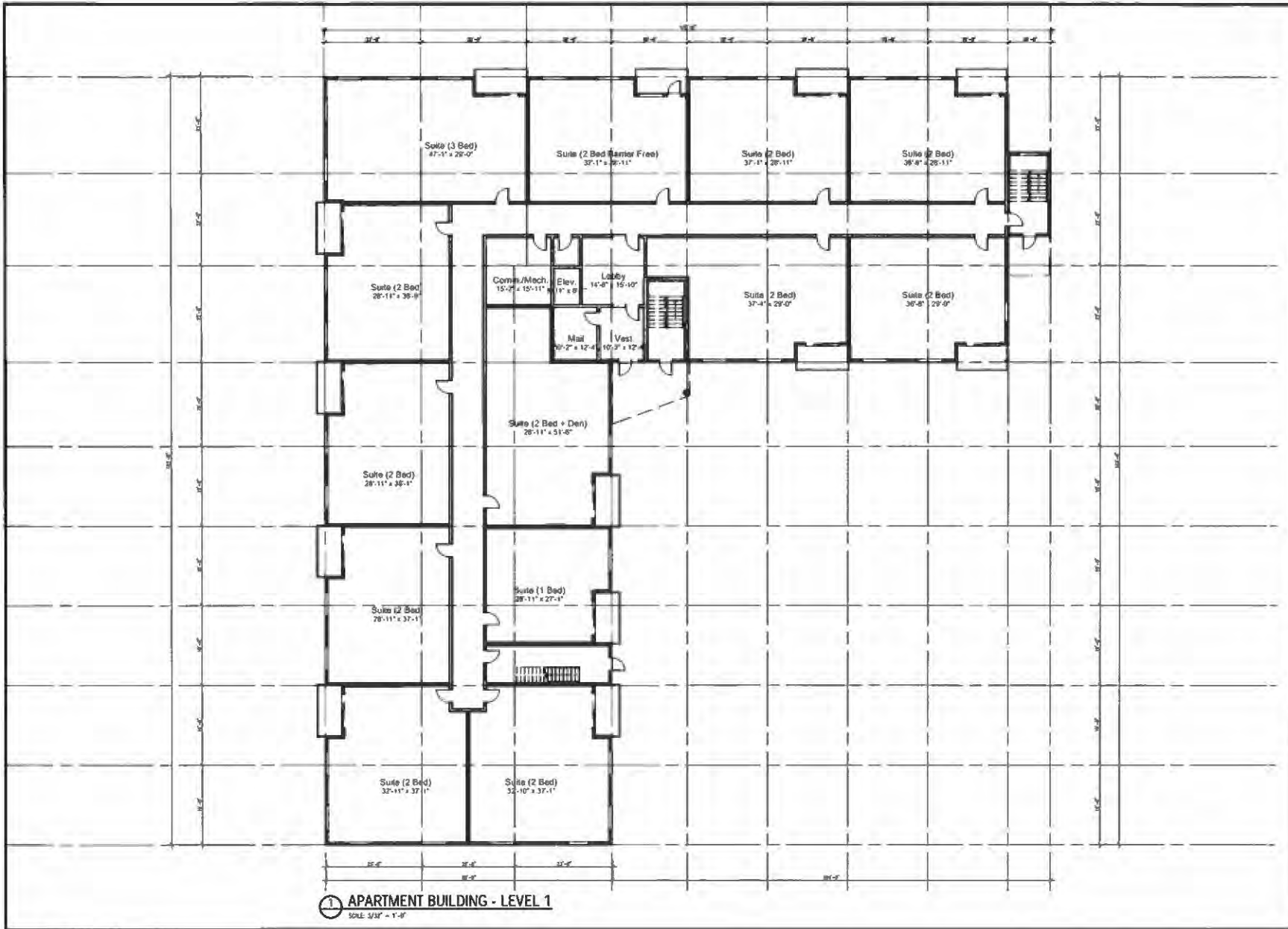
Rev	Date	Description
A	10/11/2023	PAC SUBMISSION

STATUS:
ISSUED FOR PAC SUBMISSION
 December 12, 2023

MARR ROAD MULTI-RESIDENTIAL DEVELOPMENT
 45 MARR ROAD
 DOTHAM, NEW BRUNSWICK

Project No:
4 STOREY 46 UNIT APARTMENT BUILDING

Drawn By:	MD	A-1
Scale:	AS SHOWN	
Project No.:	23-162	
Date:	DEC. 2023	
		REV 0



Polyline Designs
BUILDING AND SITE DESIGN SERVICES

HOUSTON OFFICE
1405 GULF SHORE
HOUSTON, TEXAS 77057
WWW.POLYLINEDESIGNS.COM

SAN ANTONIO OFFICE
500 W. 15TH ST.
SAN ANTONIO, TEXAS 78205
WWW.POLYLINEDESIGNS.COM

- NOTES:**
1. THIS DRAWING IS FOR PRELIMINARY REVIEW ONLY AND NOT FOR CONSTRUCTION.
 2. DIMENSIONS ARE THE DECISIVE PROPERTY OF POLYLINE DESIGN SERVICES INC. AND ALL CONFLICTS & ERRORS.
 3. THIS DRAWING AND USE IS VALID IN WHOLE OR IN PART FOR THE PROJECT IDENTIFIED ON THIS DRAWING ONLY.
 4. ALL REQUIRED PERMITS MUST BE OBTAINED BY OWNER PRIOR TO ANY CONSTRUCTION.

Rev.	Date	Description
A	12/11/2023	PAC SUBMISSION

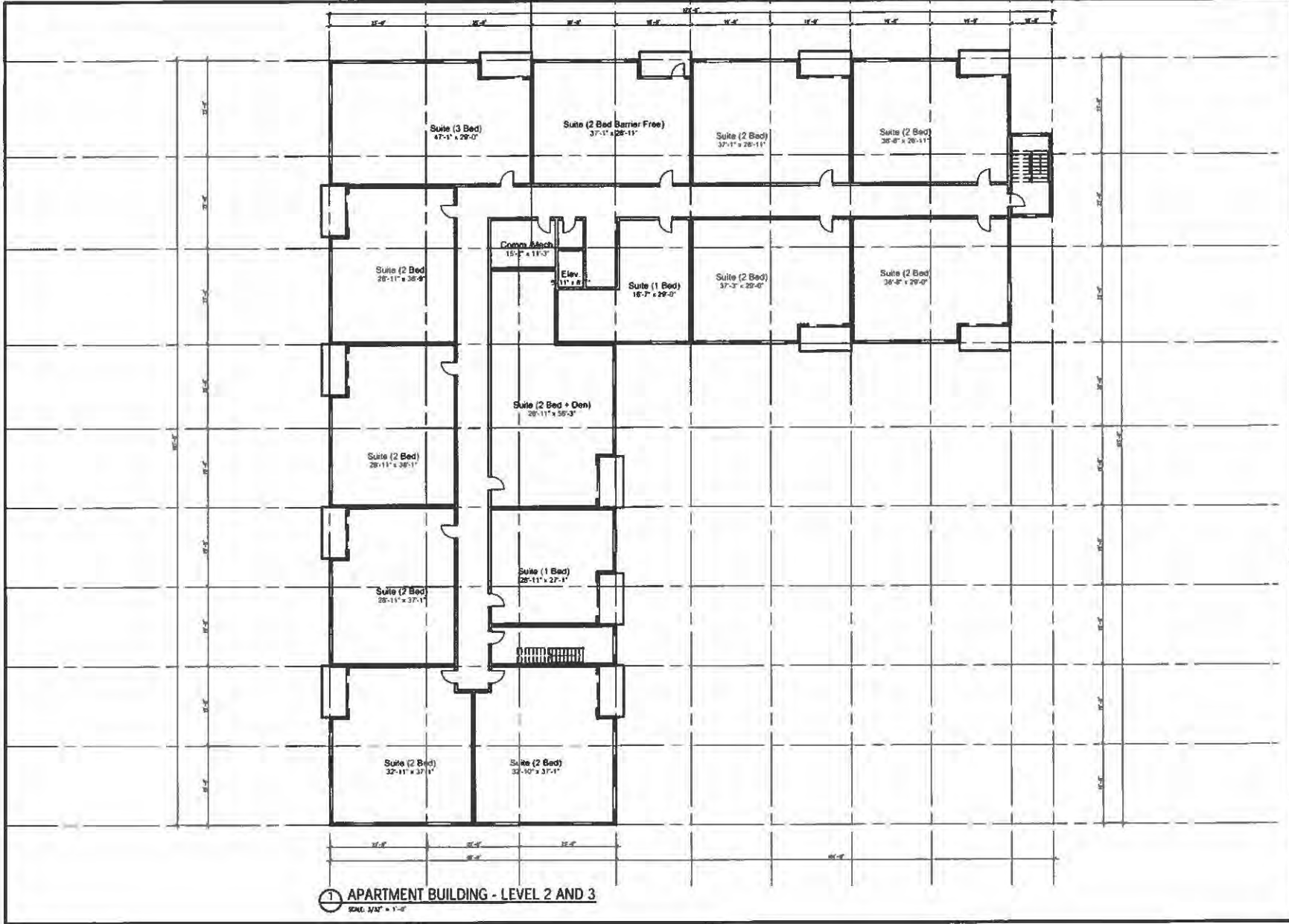
ISSUED FOR PAC SUBMISSION
December 11, 2023

MARR ROAD MULTI-RESIDENTIAL DEVELOPMENT
45 MARR ROAD
ROTHESAY NEW BRUNSWICK

Building Use:
**4 STOREY
46 UNIT APARTMENT BUILDING**

Sheet No: MD
Scale: AS SHOWN
Project No: 23-162
Date: DEC. 2023

A-2
REV 0



APARTMENT BUILDING - LEVEL 2 AND 3
 SCALE: 1/8" = 1'-0"

Polyline Designs
 BUILDING AND SITE DESIGN SERVICES

HOUSTON OFFICE: 100100 3000
 HOUSTON, TX 77057-3000
 WWW.POLYLINEDESIGNS.COM

SAN ANTONIO OFFICE: 100100 1400
 SAN ANTONIO, TX 78204-1400
 WWW.POLYLINEDESIGNS.COM

- ISSUE NOTES:
1. THESE DRAWINGS ARE FOR PRELIMINARY DESIGN ONLY AND NOT FOR CONSTRUCTION.
 2. APPROVED FOR THE BUILDING DEPARTMENT BY POLYLINE DESIGNS INC. AND ALL APPLICABLE S.E. EXEMPT.
 3. THE FINISHING AND USE OF THIS IS SUBJECT TO THE APPROVAL OF THE LOCAL BUILDING DEPARTMENT.
 4. ALL DIMENSIONS SHOWN ARE TO BE SHOWN IN DIMENSIONS UNLESS OTHERWISE NOTED.

A 12/11/2023 PAC SUBMISSION

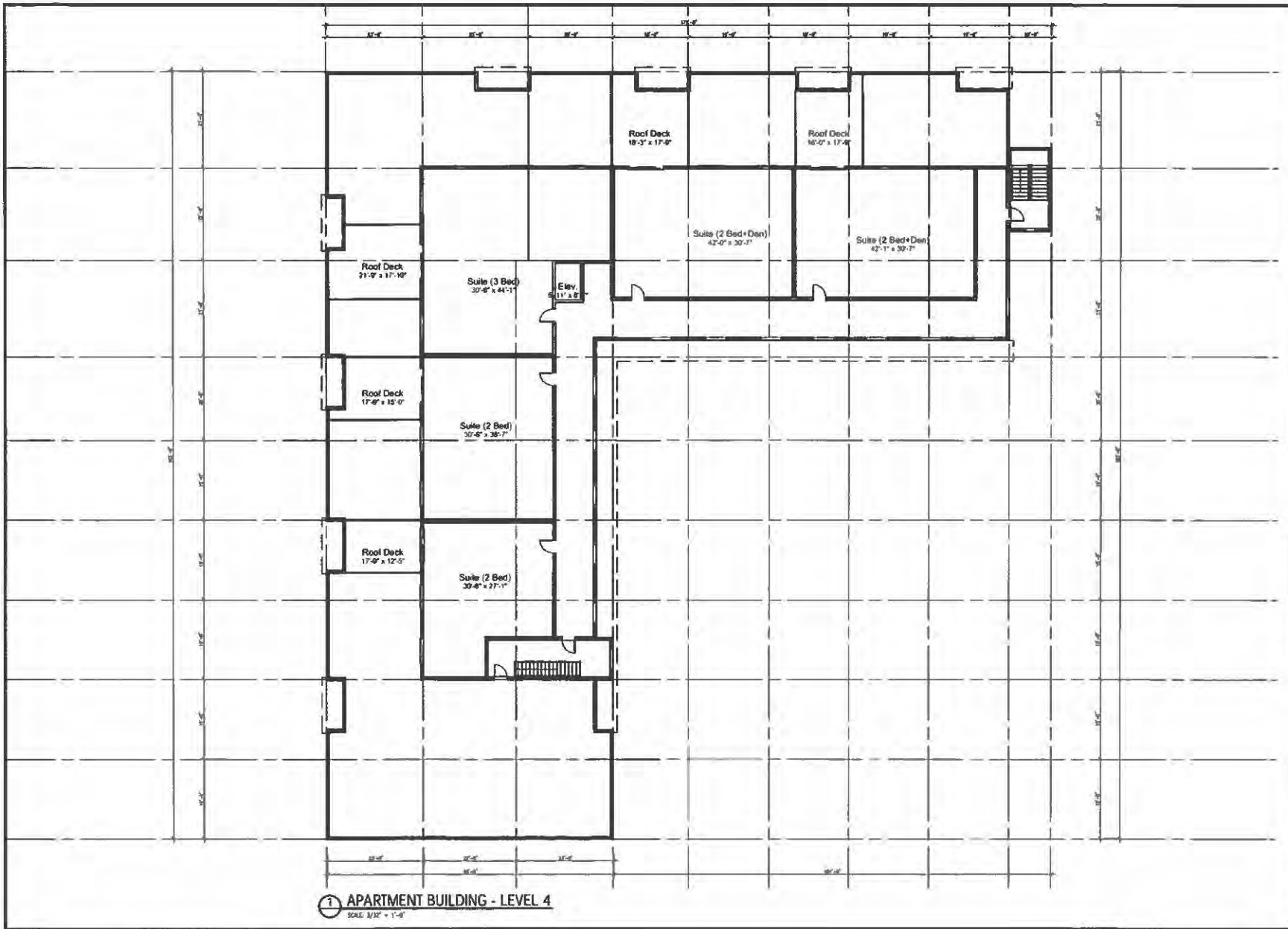
ISSUED FOR PAC SUBMISSION
 December 12, 2023

MARR ROAD MULTI-RESIDENTIAL DEVELOPMENT
 45 MARR ROAD
 ROHNESAY, NEW BRUNSWICK

Drawn by: MD
 Scale: AS SHOWN
 Project No: 23-162
 Date: DEC. 2023

4 STOREY
 46 UNIT APARTMENT BUILDING

A-3
 REV D



Polyline Designs
 BUILDING AND SITE DESIGN SERVICES
 HOUSTON OFFICE: 281.498.9999 | houston@polylinedesigns.ca
 SAN DIEGO OFFICE: 619.424.1133 | info@polylinedesigns.ca
 WWW.POLYLINEDESIGNS.CA

- NOTES:**
1. ALL DIMENSIONS ARE TO FINISH UNLESS NOTED OTHERWISE.
 2. OWNER IS THE INTELLECTUAL PROPERTY OF POLYLINE DESIGN SERVICES. ALL RIGHTS RESERVED.
 3. THIS DRAWING IS NOT TO BE USED IN ANY MANNER FOR THE PROJECT OTHER THAN THAT SPECIFICALLY NOTED.
 4. ALL REQUIRED PERMITS MUST BE OBTAINED PRIOR TO ANY CONSTRUCTION.

No.	Date	Description
A	12/10/2023	PAC SUBMISSION

ISSUED FOR PAC SUBMISSION
December 12, 2023

MARR ROAD MULTI-RESIDENTIAL DEVELOPMENT
 45 MARR ROAD
 ROTHESAY NEW BRUNSWICK

4 STOREY
 46 UNIT APARTMENT BUILDING

Drawn By: MD
 Scale: AS SHOWN
 Project No: 23-162
 Date: DEC. 2023

A4
REV 0



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



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

Polyline Designs
BUILDING AND SITE DESIGN SERVICES

MONROVIA OFFICE
500 5th Street
Monrovia, CA 91016
www.polylinedesigns.ca

IRVINE OFFICE
444 4th Street
Irvine, CA 92612
poly@polylinedesigns.ca

WWW.POLYLINEDESIGNS.CA

- GENERAL NOTES:
1. OWNER SERVICES ARE FOR PRELIMINARY DESIGN ONLY AND NOT FOR CONSTRUCTION.
 2. RESPONSIBILITY FOR OBTAINING ALL NECESSARY PERMITS AND ALL LOCAL ORDINANCES IS THE OWNER'S.
 3. THIS DRAWING AND ANY OTHER DOCUMENTS SHALL BE VOID WITHOUT THIS CONTRACT AGREEMENT.
 4. ALL DIMENSIONS SHOWN MUST BE OBTAINED BY FIELD SURVEY TO BE CONSTRUCTION.

No.	Date	Description
A	12/12/2023	PAC SUBMISSION

ISSUED FOR PAC SUBMISSION
December 12, 2023

**MARR ROAD
MULTI-RESIDENTIAL
DEVELOPMENT**
45 MARR ROAD
ROSELAND, NEW BRUNSWICK

Quantity: 4 STOREY
46 UNIT APARTMENT
BUILDING

Drawn By:	MD	A-5
Scale:	AS SHOWN	
Project No.:	23-162	
Date:	DEC. 2023	
		REV 0



② APARTMENT BUILDING - EAST ELEVATION
SCALE: 3/32" = 1'-0"



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

Polyline Designs
BUILDING AND SITE DESIGN SERVICES

MONTECH OFFICE: 1000 2ND STREET, FREDERICKSBURG, VA 22405
BUREAU OFFICE: 1000 2ND STREET, FREDERICKSBURG, VA 22405
WWW.POLYLINEDESIGNS.CA

- NOTES:**
1. THESE DRAWINGS ARE FOR PRELIMINARY DESIGN ONLY AND NOT FOR CONSTRUCTION.
 2. APPROVED ARE THE ARCHITECTURAL PORTION OF PERMITS SERVICES ONLY AND ALL OTHERS ARE REQUIRED.
 3. THE DRAWING SET MAY BE USED IN WHOLE OR IN PART FOR ANY PROJECT WITHOUT THE WRITTEN CONSENT OF POLYLINE DESIGNS.
 4. ALL REQUIRED PERMITS MUST BE OBTAINED BEFORE COMMENCING CONSTRUCTION.

Rev.	Date	Description
A	12/12/2023	PAC SUBMISSION

ISSUED FOR PAC SUBMISSION
December 12, 2023

MARR ROAD MULTI-RESIDENTIAL DEVELOPMENT
45 MARR ROAD
BOTHWELL, NEW BRUNSWICK

Project No.:
**4 STOREY
46 UNIT APARTMENT BUILDING**

Drawn By:	AD	A-6
Scale:	AS SHOWN	
Project No.:	23-182	
Date:	OCT. 2023	
REV 0		



APARTMENT BUILDING - 3D VISIALS

Polyline Designs
 BUILDING AND SITE DESIGN SERVICES
 HOUSTON OFFICE: 281-666-2025
 ALBUQUERQUE OFFICE: 505-264-1117
 WWW.POLYLINEDESIGNS.COM

- NOTES:**
1. THESE DRAWINGS ARE FOR PRELIMINARY REVIEW ONLY AND NOT FOR CONSTRUCTION.
 2. OWNER HAS THE ABILITY TO MODIFY OR ALTER ANY PART OF THE PROJECT PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
 3. ALL DIMENSIONS ARE GIVEN IN FEET UNLESS OTHERWISE NOTED.
 4. ALL DIMENSIONS MUST BE GIVEN IN FEET UNLESS OTHERWISE NOTED.

Rev.	Date	Description
A	12/12/2023	PAC SUBMISSION

ISSUED FOR PAC SUBMISSION
 December 12, 2023

MARR ROAD MULTI-RESIDENTIAL DEVELOPMENT
 45 MARR ROAD
 HOUSTON, TEXAS 77057

Building Size:
 4 STOREY
 46 UNIT APARTMENT BUILDING

Drawn By: MD	A-7
Scale: AS SHOWN	
Project No: 23-162	
Date: DEC. 2023	
REV #	



APARTMENT BUILDING - 3D VISUALS

Polyline Designs
 BUILDING AND SITE DESIGN SERVICES
 BOSTON OFFICE: 300 MASS AVE, 02102
 BUREAU OFFICE: 500 SAN JUAN, 94014
 WWW.POLYLINEDESIGNS.CA

- NOTES:**
1. THESE RENDERINGS ARE FOR PRELIMINARY REVIEW ONLY AND NOT FOR CONSTRUCTION.
 2. DRAWINGS ARE THE SOLE PROPERTY OF POLYLINEDESIGNS INC. AND ALL COPYRIGHT © RIGHTS.
 3. THE RENDERING MAY NOT BE USED IN WHOLE OR IN PART FOR ANY PROJECT OTHER THAN THE INDICATED AREA.
 4. ALL REQUIRED PERMITS MUST BE OBTAINED IN OTHER PAGES IN THIS DOCUMENT.

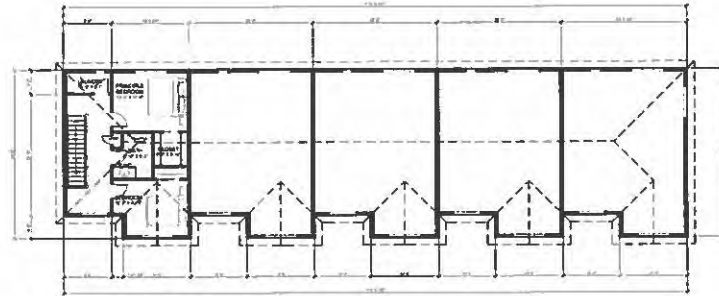
No.	Date	Description
A	12/12/2023	PAC SUBMISSION

ISSUED FOR PAC SUBMISSION
 December 12, 2023

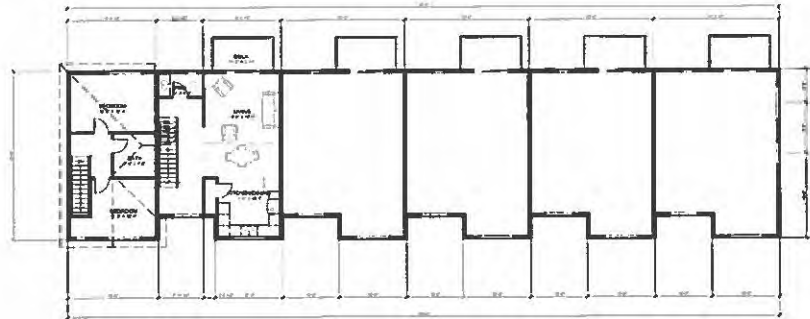
**MARR ROAD
 MULTI-RESIDENTIAL
 DEVELOPMENT**
 45 MARR ROAD
 BETHESDA, NEW BRUNSWICK

Building Use:
 4 STOREY
 46 UNIT APARTMENT
 BUILDING

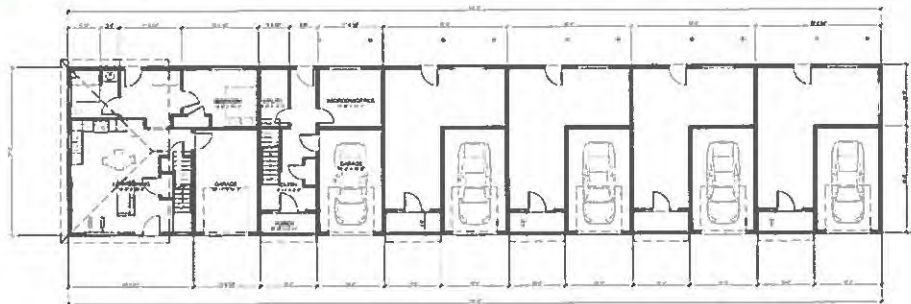
Drawn By:	MD	A-8
Scale:	AS SHOWN	
Project No.:	23-182	
Date:	DEC. 2023	
		REV 0



③ TOWNHOUSE - PRELIMINARY THIRD FLOOR PLAN
SCALE: 3/8" = 1'-0"



② TOWNHOUSE - PRELIMINARY SECOND FLOOR PLAN
SCALE: 3/8" = 1'-0"



① TOWNHOUSE - PRELIMINARY MAIN FLOOR PLAN
SCALE: 3/8" = 1'-0"

Polyline Designs
BUILDING AND SITE DESIGN SERVICES

HOUSTON OFFICE
14600 202nd
www.polylinedesigns.ca

SAN DIEGO OFFICE
106 CA 1517
info@polylinedesigns.ca
WWW.POLYLINEDESIGNS.CA

- GENERAL NOTES:
1. THESE DRAWINGS ARE FOR PRELIMINARY REVIEW ONLY AND ARE NOT FOR CONSTRUCTION.
 2. DIMENSIONS ARE TO THE CENTERLINE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS ARE TO BE CHECKED BY THE FIELD AND REPORTED TO THE FIELD SUPERVISOR.
 4. ALL DIMENSIONS MUST BE CHECKED BY THE FIELD SUPERVISOR.

No.	Date	Description
A	12/12/2023	PAC SUBMISSION

ISSUED FOR PAC SUBMISSION
December 12, 2023

MARR ROAD MULTI-RESIDENTIAL DEVELOPMENT
45 MARR ROAD
ROCHESTER, NEW BRUNSWICK

6 UNIT TOWNHOUSE FLOOR PLANS/ RENDERINGS

Drawn By:	MD
Scale:	AS SHOWN
Project No.:	23-182
Date:	DEC. 2023

A-9

REV 0



Polyline Designs
 BUILDING AND SITE DESIGN SERVICES
 MONTEREY OFFICE: 380 8th Street, Monterey, CA 93940
 MARLBOROUGH OFFICE: 100 Main Street, Marlborough, MA 01501
 WWW.POLYLINEDESIGNS.COM

- GENERAL NOTES**
1. THESE DRAWINGS ARE FOR PRELIMINARY REVIEW ONLY AND NOT FOR CONSTRUCTION.
 2. DRAWINGS ARE THE INTELLECTUAL PROPERTY OF POLYLINE DESIGN, INC. AND ALL COPYRIGHT © RESERVED.
 3. ANY CHANGES AND ADDS TO BE MADE TO THESE DRAWINGS MUST BE MADE IN WRITING AND APPROVED BY THE DESIGNER.
 4. ALL REQUIRED PERMITS MUST BE OBTAINED BY THE CLIENT PRIOR TO ANY CONSTRUCTION.

A	12/12/2023	PAC SUBMISSION
Rev.	Date	Description

Stamp
 ISSUED FOR PAC SUBMISSION
 December 12, 2023

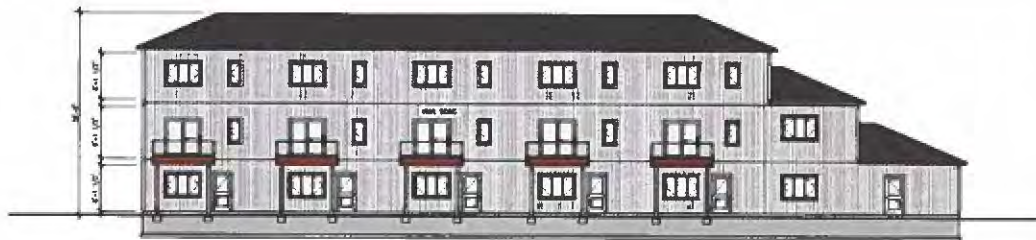
MARR ROAD MULTI-RESIDENTIAL DEVELOPMENT
 45 MARR ROAD
 WOODBRIDGE, NEW BRUNSWICK

Drawing Title
 6 UNIT TOWNHOUSE ELEVATIONS

Drawn By	MD
Scale	AS SHOWN
Project No.	23-162
Date	DEC. 2023
A-10	
REV 0	



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



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



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



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



2024 January 8 Open Session FINAL_110
ROTHESAY
MEMORANDUM



TO : Mayor and Council
FROM : Town Clerk Banks
DATE : 4 January 2024
RE : Dobbin Street (PIDs 30354955 & 30354963)

Recommendation:

- Council schedule a Public Hearing for **Monday, January 29, 2024 immediately following a public hearing at 6:00 p.m.**, in accordance with the *Community Planning Act*, SNB 2017 c 19, to consider amending the development agreement of the Dobbin Street property particularly with respect to Lot 2 (PID 30354955) and Lot 3 (30354963); and Council consider amending the development agreement registered as document 34727207 to increase the total unit count by 13.

Background:

The Planning Advisory Committee discussed the following motion at its regular meeting on Tuesday, January 2, 2024:

MOVED ... and seconded ... the Planning Advisory Committee recommend Council schedule a public hearing to consider amending the development agreement of the Dobbin Street property particularly with respect to Lot 2 (PID 30354955) and Lot 3 (PID 30354963); and Council consider amending the development agreement registered as document 34727207 to increase the total unit count by 13.

CARRIED.



To: Chair and Members of Rothesay Planning Advisory Committee

From: John Jarvie, MCIP, RPP
Town Manager

Date: Friday, December 29, 2023

Subject: Amendment to Development Agreement – Dobbin Street Lands

Applicant:	Rick Turner	Property Owner:	A.E. McKay Builders Ltd.; Andrew MacKay & Cathy MacKay
Mailing Address:	575 Crown Street, Saint John, NB; E2L 5E9	Mailing Address:	380 Model Farm RD Quispamsis NB; E2G 1L8
Property Location:	Dobbin Street	PID:	30354955; 30354963
Plan Designation:	High Density Residential	Zone:	R4 - Multi-Unit Residential
Application For:	An Amendment to a Development Agreement to Permit Increased Density on Two Parcels		
Input from Other Sources:	N/A		

Origin:

Application by Rick Turner of Hughes Surveys on behalf of Andrew MacKay to increase the number of residential units allowed on each of two lots by the application of bonus consideration for affordable housing and a review of applicable aspects of the zoning by-law.

Background:

The property is designated **High Density Residential** and zoned **Multi-Unit Residential (R4)** and is subject to a development agreement executed in 2015. The original developer was Mr. Pat Shea on behalf of J.P.J Enterprises Ltd. who reached an agreement with the Town to rezone a nine (9) acre parcel of land on Dobbin Street (PID# 00242875) from Single Family Residential (R1B) to Multi-Unit Residential (R4) (See Map 1). The agreement required the development of a new public road connecting Dobbin Street to Salmon Crescent and land for public purposes in order to develop a mixed density residential neighbourhood. The site has been serviced with both sewer and water and has direct access to Dobbin Street and Salmon Crescent. The proposal included the following:

- Ninety-six (96) apartments in three 24 unit apartment buildings and two 12 unit apartment buildings;
- Sixteen (16) Single Family Townhouse Units;
- approximately 300 meters of new public road and sidewalk connecting Dobbin Street to Salmon Crescent; and
- 4723 square meters of Land for Public Purposes.

In November of 2022 J.P.J Enterprises Ltd. transferred the lands to A. E. McKay Builders Ltd.. Since the development agreement runs with the lands the obligations and rights contained in the original agreement are now the rights and responsibility of A.E. MacKay. Lot 3 is currently owned by A. E. McKay Builders Ltd. and Lot 2 by Andrew and Cathy MacKay. A 24 unit apartment building is under construction on Lot 1.

A.E. MacKay proposes to increase the number of units permitted on Lot 2 (PID 30354955) from 48 units in three buildings to 56 units in a single building and on Lot 3 (PID 30354963) from a 24 unit building to a 29 unit apartment building.

Analysis:

The proposed amendment reflects the current strong interest in the development of multi-family development in comparison with the period when the original development agreement was developed (2013-15). The proponents are making the case that the building on Lot 2, 56 units should be considered 'high density' project under the new municipal plan. This would enable a higher density of one unit per 100 square meters.

The proposal before PAC comes when several decisions have been made including the location and construction of the road and sidewalk, the location of lands for public purposes and the sizes of the lots, considerably more information than at the time of the original application and agreement. The proposed change to Lot 3 to increase to 29 units is within the parameters of the zoning by-law. The proposed change to Lot 2 is more problematic but considering the developer is willing to add 17% to the unit count already approved (48) in the original agreement to create 8 affordable apartments, the change seems consistent with the intent of the municipal plan and the current urgent need for more affordable housing.

Lot 3 meets the maximum density requirement of the zoning by-law without bonuses but nevertheless requires an amendment to the development agreement.

Staff conducted a review of the applicant’s concept plan based upon the R4 zone requirements and established the following:

Lot Size	<p>Lot 2 (PID 30354955) is 9400m² (2.32 acres) (A boundary adjustment is to be made with Lot 1. The current R4 zone requires 200 m² per unit so the maximum number of units would be 48. With a bonus for affordable housing at maximum of 20% the maximum number of units increases to 57. However the original agreement was for 48 units on the lots now composing Lot 2. The addition of 8 affordable units to 56 would be an increase of 17%.</p> <p>Lot 3 (PID 30354963) is 5863 m² (1.45 acres). The R4 zone requires 200m² of lot area per apartment unit. At that density 29 units meets the existing zoning by-law requirements.</p>
Setbacks	<p>The proposed apartment and townhouse buildings are shown on the attached site plan. Notwithstanding that the plan is very preliminary with respect to the townhouses; the buildings appear to comply with the applicable 7.5 meter minimum yard setback standards for the front, rear and major side yard as well as the 5 meter minimum minor side yard setback.</p>
Parking	<p>The R4 zone requires 1.3 parking spaces per 2 bedroom apartment unit (reduced requirements for single and bachelor units and increased to 1.5 for 3 bedrooms). To accommodate the 56 units on Lot 2 the proposed concept plan shows the required 76 parking spaces. The number of space shown on Lot 3 just meets the by-law requirements assuming all two bedroom units. The greatest challenge for the property is to manage the quantity and quality of runoff created from the parking required for the project. This is benefitted by the inclusion of underground parking in the development of Lot 2.</p>
Building(s)	<p>The Municipal Plan policy allows Council to consider roof type and pitch when considering a rezoning to R4; In terms of lot coverage the maximum permitted building lot coverage of 35% has the potential to permit building footprints to cover up to 3.18 acres of the 9 acre property. All buildings would be required to comply with the R4 zone maximum building height of 15m.</p>
Area Compatibility	<p>The neighbourhoods of Dobbin Street and Salmon Crescent are characterized as primarily residential with a mix of residential density ranging from low density single family dwellings to medium and higher density multi-unit apartment buildings. The existing residential mix and the proposed residential density complies with the intent of the Municipal Plan designation for the area.</p>
Density	<p>The R4 zone allows development of apartments and attached housing at the highest density permitted by the Rothesay Municipal Plan, which is 20 units per acre or 50 units per hectare. The property had a potential maximum residential density between 154 - 184 units depending on the amount of land set aside for public road. The applicant’s preliminary conceptual plan was originally for a total density of 140 units including apartment and townhouse units. With the revisions requested the total density of the area covered by the agreement would be 125 units.</p>
Storm Water	<p>Director of Operations has indicated that a final storm water management design has been completed.. All R4 developments are required to have storm water management infrastructure and drainage designed according to the guidelines in Section 5.9 and Schedule “D” – Storm water Standards of the zoning by-law. The applicant’s responsibility for storm water requires the following be addressed prior to the issuance of a development permit:</p> <ul style="list-style-type: none"> • Storm water treatment to trap suspended solids • Storm water treatment to control hydrocarbon discharge • Storm water discharge controls to match pre-development flows for all storm events (1 year to 100 year)
Landscaping	<p>Although no landscaping details are provided, the zoning by-law requires that front yards shall be maintained with a minimum area of 60% in turf or other landscaping material such as trees, planting beds, hedges and walkways. Furthermore, that parking areas shall be screened from abutting lower density residential zones.</p>

In summary Staff have reviewed the applicant’s proposal and consider that the proposed project would generally meet the requirements of the R4 zone in the context of the original development agreement. Staff considers that the application to amend the agreement generally complies with the intent of the Town’s High Density designation and it’s density provisions as specified in Policy R-1 – Affordable Housing in the Rothesay Municipal Plan.

Development Agreement:

The proposed amendment to the development agreement will include a change to the number of units permitted on Lots 2 and 3, a revised site plan to recognize the change in unit numbers and in the location of the storm detention pond for the development and the addition of affordable housing obligations.

The following are prepared in final draft stage

- A. a legal subdivision plan;
- B. engineering drawings for utilities including road and sidewalk development, and
- C. a storm water management plan.

The developer has agreed to contribute to the cost of off-site sidewalks and the extension of the water main.

Recommendation:

It is suggested the Planning Advisory Committee recommend that:

- a. Rothesay Council schedule a public hearing to consider amending the development agreement of the Dobbin Street property particularly with respect to Lot 2 (PID 30354955) and Lot 3 (PID 30354963); and
- b. Council consider amending the development agreement registered as document 34727207 to increase the total unit count by 13.

Attachments:

Application	Letter and Graphics
Map 1	Aerial Photo Location Map
Map 2	Land Use Designation Map
Map 3	Zoning Map
Attachment:	Redlined Agreement

Report Prepared by: John Jarvie, MCIP RPP

Date: Friday, December 29, 2023

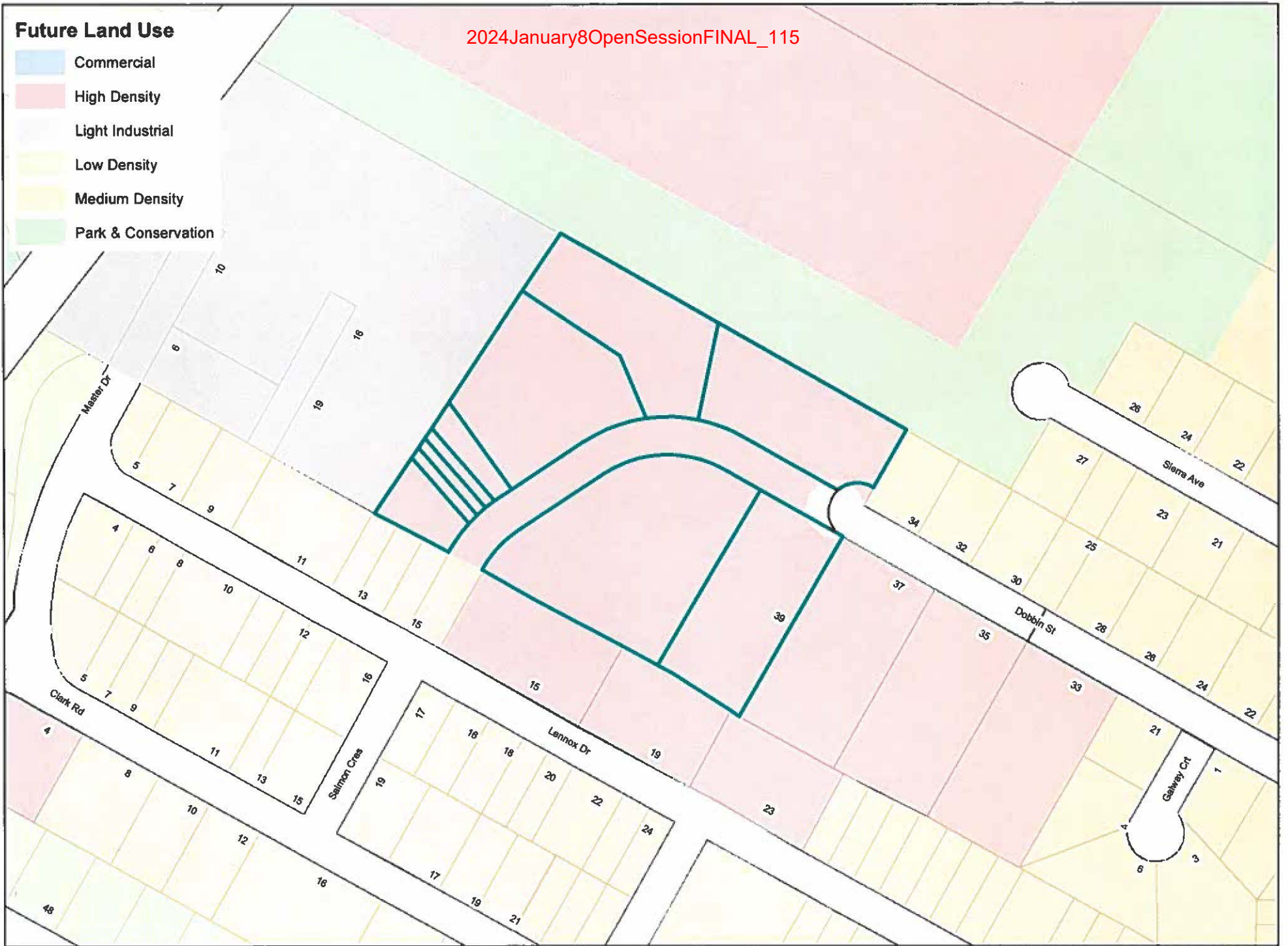


Map 1 - Aerial Location Map



Future Land Use

- Commercial
- High Density
- Light Industrial
- Low Density
- Medium Density
- Park & Conservation



Map 2 - Future Land Use Map

0 15 30 60 90 120
Metres

Zoning

- Light Industrial
- R1B - Single Family
- R2 - Two Family
- R3 - Medium Density
- R4 - High Density
- Recreation



Map 3 - Zoning Map





70 Hampton Road, Rothesay, NB, E2E 5L5 (506) 848-6600 Fax (506) 848-8677
E-mail: rothesay@rothesay.ca Web site: www.rothesay.ca

Planning Advisory Committee Application Form

Application Number: _____	Approval Date: _____	Fee: _____
---------------------------	----------------------	------------

Contact Information:

Applicant: A. E. McKay Builders Ltd	Owner: A. E. McKay Builders and Andrew and Cathy McKay
Mail. Address: 80 Model Farm Road Quispamsis NB	Mail. Address: 380 Model Farm Road, Quispamsis NB
Postal Code: E2G 1L8	Postal Code: E2G 1L8
Home Phone: _____	Home Phone: _____
Work Phone: 506-849-9532	Work Phone: 506-849-9532
Cell Phone: 506-644-8104	Cell Phone: 506-644-8104
Fax Number: _____	Fax Number: _____
Email: aemckaybuilders@gmail.com	Email: aemckaybuilders@gmail.com

Development Information:

Property Location: Dobbin Street **Property Identification No. (PID):** 30354955 & 30354963

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

Proposal is to amend the Development Agreement dated March 24, 2015 to add clauses to permit bonus density..

SEE ATTACHED DETAILS OF PROPOSAL

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: Dec 4, 2023

Property Information:

Plan Designation: _____ **Zoning:** _____

Application For: (For Internal use only)

Municipal Plan Amendment (\$1200)	Use (\$250)
Zoning By-law Amendment (\$1500)	Variance(s) (\$250)
Dvript Agrmt Amendment (\$800)	Subdivision (as per Subdivision By-law)
	Pit and Quarry (\$1000)
	Other

Notes: _____

Development Officer's Signature _____ Date _____



HUGHES SURVEYS & CONSULTANTS INC.

NB LAND SURVEYORS, CONSULTING ENGINEERS

Description of Proposal Dobbin Street Development by A. E. McKay Builders Ltd.

Introduction

This is to introduce the Dobbin Street development by A. E. McKay Builders Ltd., an infill development presently entering the building stage of development. The installation of services is well advanced, and completion of the road and surface infrastructure should be completed in 2024. A 24-unit apartment building is presently under construction. The developer is considering options for future multi-unit buildings on the site.

Purpose of this Submission

The proposal is to amend the Development Agreement dated March 24, 2015 to add clauses to permit Bonus Density in accordance with CMHC, NB Housing and the Town of Rothesay policies. Realizing there is a demand for modest, affordable housing the developer respectfully requests amendment to the 2015 Development Agreement in recognition of the present housing crisis and the developers interest in responding to it..

The 2015 agreement was put in place prior to the present housing demand escalation. The amendments sought will update the agreement by providing maximum bonus density. This is in keeping with the changes to Provincial or Federal regulations, laws or policies, in partnership with municipalities, to respond to housing demand.

Lot 2 was intended to contain 3 buildings with a total of 48 units. With bonus density the approval sought is to increase the number of units from 48 to 56, an increase of 20% more units to be developed under a CMHC program. An increased bonus density on Lot 3 is also requested. Detailed plans for Lot 3 are in the process of being drawn up taking into consideration the inclusion of affordable units to maximize density. The intension will be to utilize the CMHC program for development of Lot 2 as well to achieve the maximum number of units allowable.

Reasons that Justify the Request

As our population continues to age apartments in all categories become more attractive as our senior population looks to downsize. Recent high-density residential developments have contributed significantly to the diversity in housing in the Town and A. E. McKay Builders look forward to continuing to serve the industry and Town.

The proximity of the project to Rothesay's commercial areas helps reduce sprawl and is in a highly walkable neighbourhood. Recent upgrades to traffic controls at the Clark Road will allow for a steady controlled flow of traffic. Servicing is in place to accommodate the development and storm water control infrastructure is already constructed.

The increase in demand for these units may be explained by several reasons, including a growing ageing population, changing market demands and affordability. The bonus units will promote social inclusion and interaction with neighbours. The demand for affordable units is challenged due to ever increasing costs to develop streets, services and home construction therefore incentives like bonus density assist in making a project viable.

In keeping with Town Policy R-1 regarding Affordable Housing, the developer has approval from CMHC and is having financing approved. The next step is to move forward with the 56-unit building on Lot 2 early in 2024 subject to the 2015 Development Agreement being amended and approved. This will be followed by development of Lot 2 under the same CMHC program.

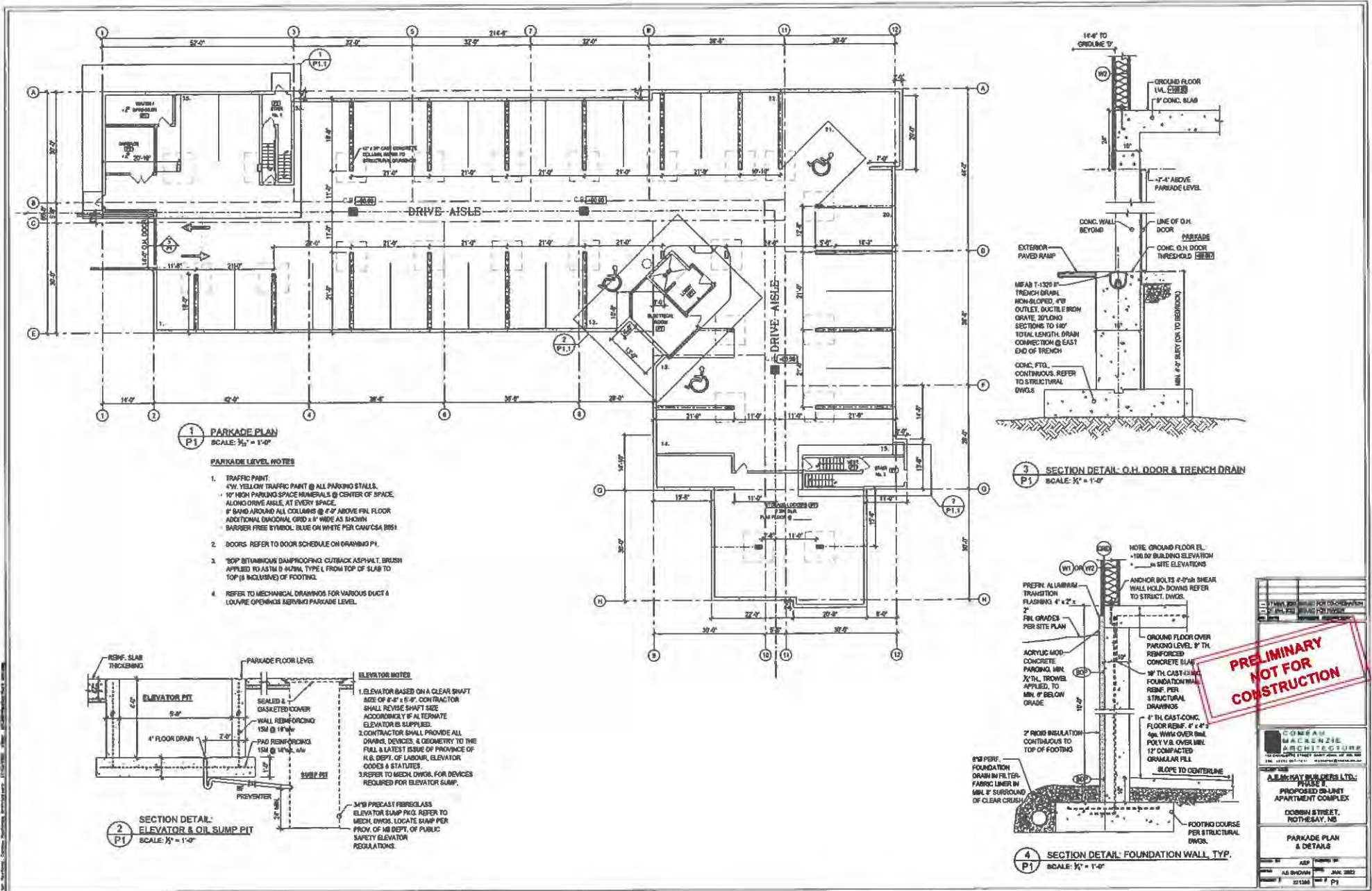
Respectfully submitted.

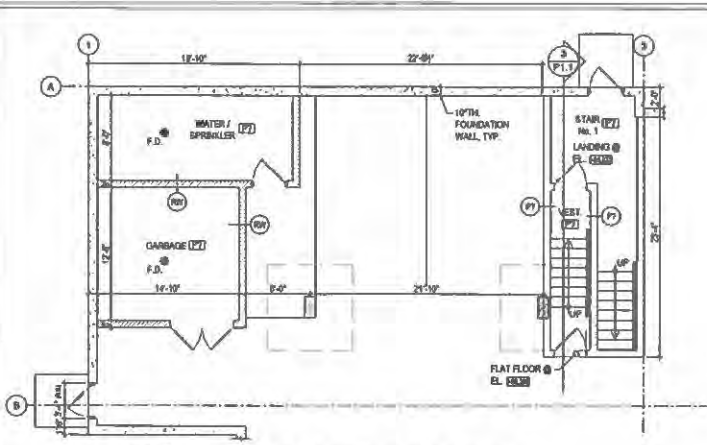
HUGHES SURVEYS & CONSULTANTS INC.



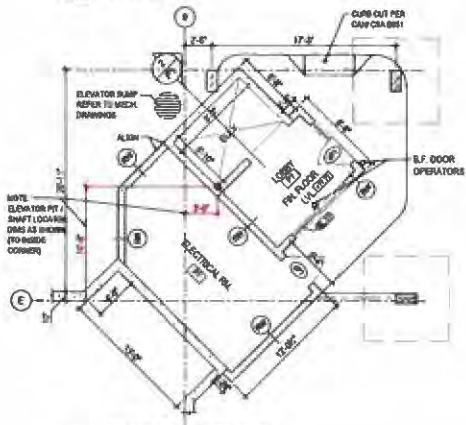
Richard (Rick) Turner



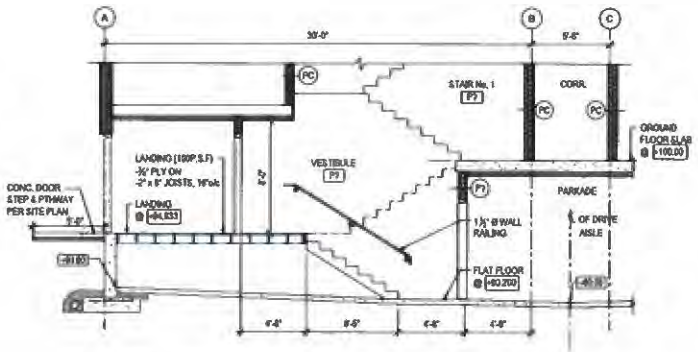




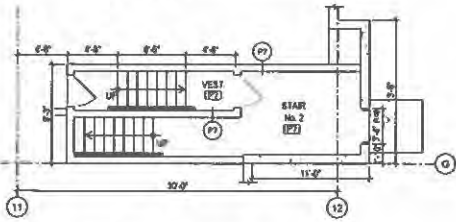
1 PLAN DETAIL: STAIR No. 1, SPRINKLER RM. & GARBAGE
SCALE: 3/8" = 1'-0"



2 PLAN DETAIL: ELEV. CORE & ELEC. ROOM @ PARKADE
SCALE: 3/8" = 1'-0"



3 SECTION DETAIL: STAIR No. 1 @ PARKADE
SCALE: 1/2" = 1'-0"



4 PLAN DETAIL: STAIR No. 2
SCALE: 3/8" = 1'-0"

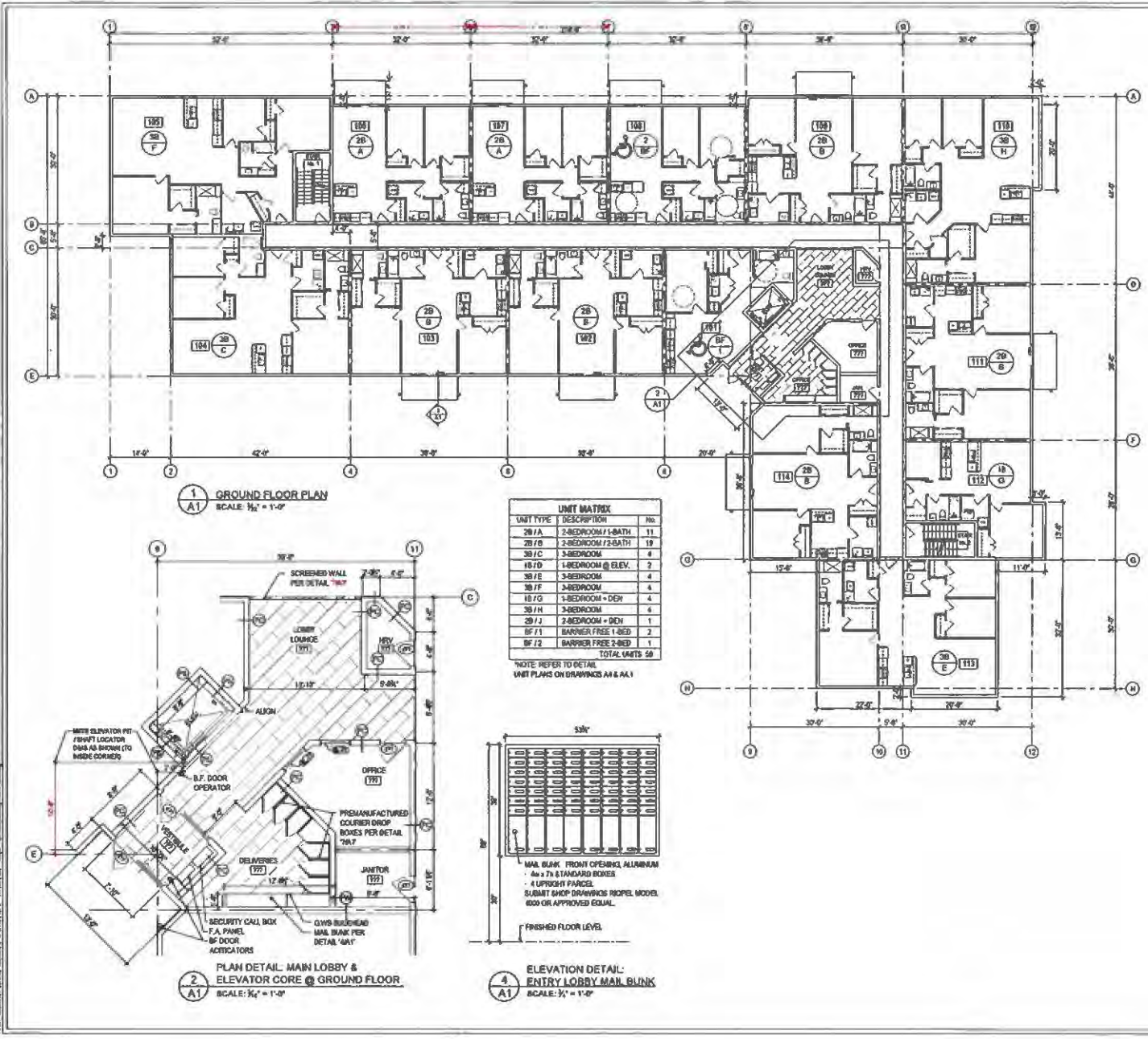
**PRELIMINARY
NOT FOR
CONSTRUCTION**

COMEAU
MACKENZIE
ARCHITECTURE

ALEXANDER BUILDERS LTD.
PHASE II
PROPOSED 36-UNIT
APARTMENT COMPLEX
DOBSON STREET,
ROTHESAY, NS

PARKADE LEVEL PLAN
DETAILS & SECTIONS

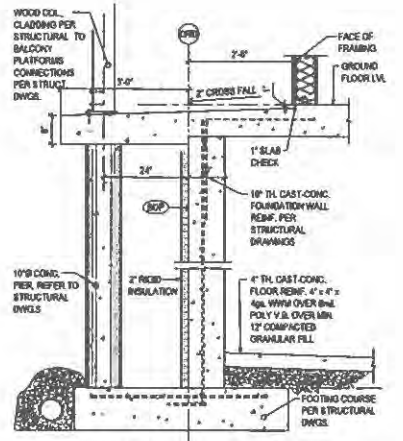
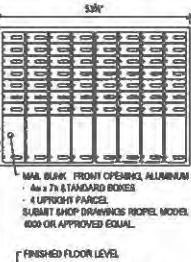
DATE:	APP:	BY:
AS SHOWN		JAN 2022
22/08		P1.1



UNIT MATRIX

UNIT TYPE	DESCRIPTION	NO.
2B/A	3-BEDROOM / 1-BATH	11
2B/B	3-BEDROOM / 2-BATH	19
2B/C	3-BEDROOM	4
1B/D	1-BEDROOM @ ELEV.	2
2B/E	3-BEDROOM	4
2B/F	3-BEDROOM	4
1B/G	1-BEDROOM + DEN	4
2B/H	3-BEDROOM	4
2B/I	2-BEDROOM + DEN	1
BF 1	BANNER FREE 2-BED	2
BF 2	BANNER FREE 2-BED	1
TOTAL UNITS		58

NOTE REFER TO DETAIL UNIT PLANS ON DRAWINGS A4 & A4.1



3 SECTION DETAIL: CANTILEVERED DECK SLABS (@ GROUND FLOOR ONLY), TYP.
SCALE: 1/2" = 1'-0"

PRELIMINARY NOT FOR CONSTRUCTION

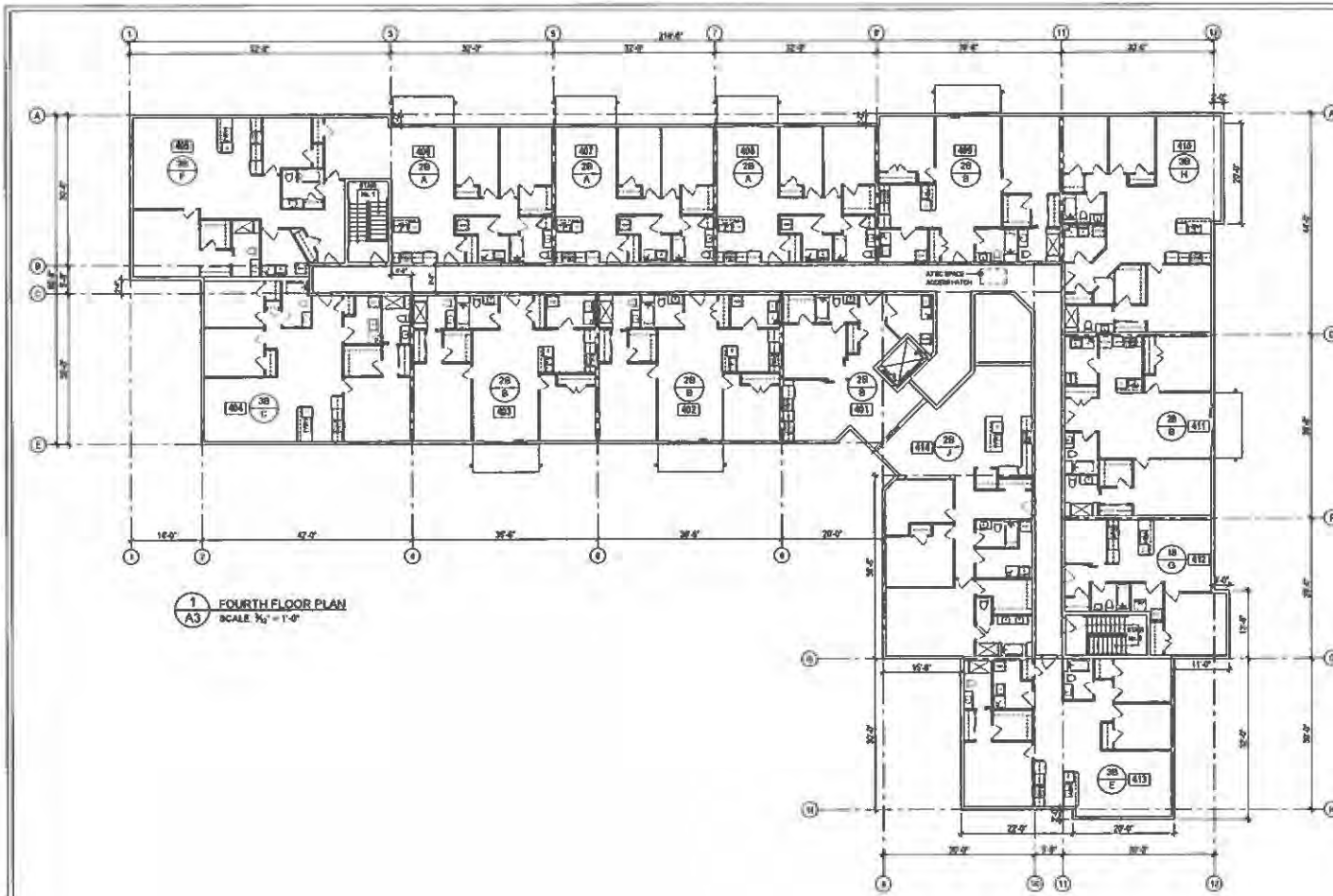
CONSTRUCTION

GENERAL CONTRACTOR

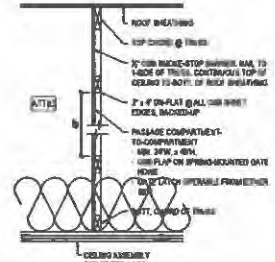
A. S. KINNEY BUILDERS LTD.
PHASE 1
PROPOSED 58-UNIT APARTMENT COMPLEX
DOBBIN STREET, NOTHESAY, ND

GROUND FLOOR PLAN

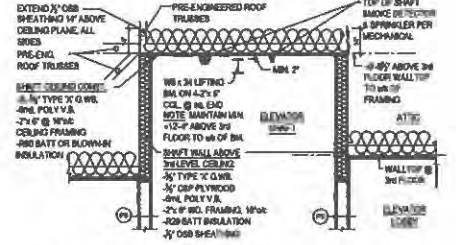
DATE: JAN 2024
DRAWN BY: AR SHADAN
SCALE: 1/4" = 1'-0"



1 FOURTH FLOOR PLAN
SCALE: 1/4" = 1'-0"



2 SECTION DETAIL: ATTIC SMOKE-STOP, TYP.
SCALE: 1" = 1'-0"



3 SECTION DETAIL: ATTIC SMOKE-STOP, TYP.
SCALE: 1" = 1'-0"

- NOTES:
1. LIFTING BEAM CLEARANCE OVER (6' HEIGHT UNDER) TO BE CO-ORDINATED WITH ACTUAL ELEVATOR MODEL SELECTED
 2. CO-ORDINATE ROOF TRUSSER WITH SHAFT HEAD

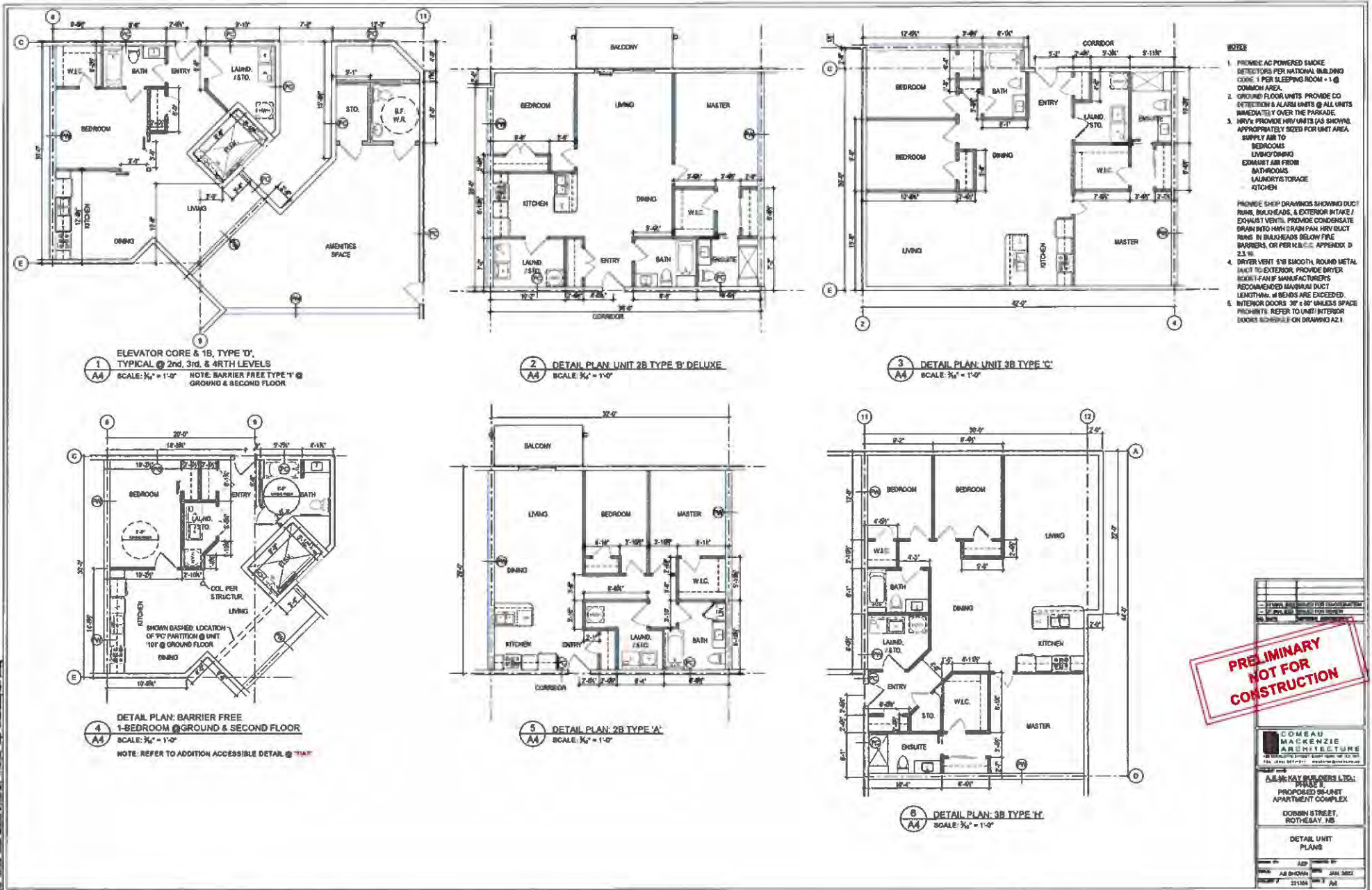
**PRELIMINARY
NOT FOR
CONSTRUCTION**

COMEAU
MACKENZIE
ARCHITECTURE

A.L. MCKAY BUILDERS LTD.
PROJECT
PROPOSED BLAUNT
APARTMENT COMPLEX
DOBSON STREET,
ROTTERHAM, ONT.

FOURTH FLOOR
PLAN

DATE: 21/04/2024
BY: [Signature]



1 ELEVATOR CORE & 1B, TYPE 'D', TYPICAL @ 2nd, 3rd, & 4TH LEVELS
SCALE: 3/8" = 1'-0" NOTE: BARRIER FREE TYPE '1' @ GROUND & SECOND FLOOR

2 DETAIL PLAN UNIT 2B TYPE 'B' DELUXE
SCALE: 3/8" = 1'-0"

3 DETAIL PLAN UNIT 3B TYPE 'C'
SCALE: 3/8" = 1'-0"

4 DETAIL PLAN: BARRIER FREE 1-BEDROOM @ GROUND & SECOND FLOOR
SCALE: 3/8" = 1'-0" NOTE: REFER TO ADDITION ACCESSIBLE DETAIL @ 7147

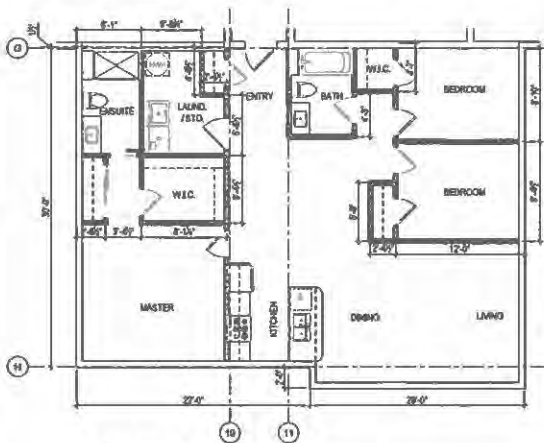
5 DETAIL PLAN: 2B TYPE 'A'
SCALE: 3/8" = 1'-0"

6 DETAIL PLAN: 3B TYPE 'H'
SCALE: 3/8" = 1'-0"

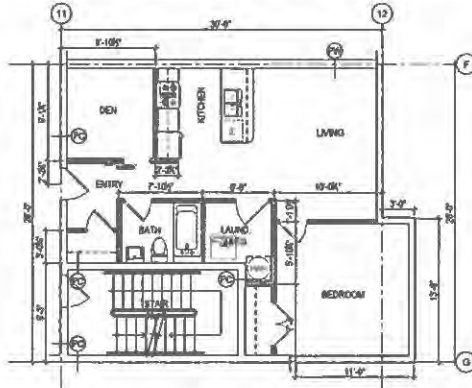
- NOTES**
- PROMOTE AC POWDERED SMOKE DETECTORS PER NATIONAL BUILDING CODE - 1 PER SLEEPING ROOM + 1 @ COMMON AREA.
 - GROUND FLOOR UNITS PROMOTE CO DETECTION & ALARM UNITS @ ALL UNITS IMMEDIATELY OVER THE PARKADE.
 - NRV'S PROVIDE NRV UNITS (AS SHOWN, APPROPRIATELY SIZED FOR UNIT AREA, SUPPLY AIR TO BEDROOMS (LIVING/DINING), EXHAUST AIR FROM BATHROOMS, LAUNDRY/STORAGE, KITCHEN.
 - PROVIDE SHOP DRAWINGS SHOWING DUCT RUNS, BULKHEADS, & EXTERIOR INTAKE / EXHAUST VENTS. PROVIDE CONDENSATE DRAIN INTO HWY GRAB PAIL. NRV DUCT RUNS IN BULKHEADS BELOW FIRE BARRIERS, OR PER N.B.C.C. APPENDIX D 2.3.16.
 - DRYER VENT #10 SMOOTH ROUND METAL DUCT TO EXTERIOR. PROVIDE DRYER REAR 1 FAN IF MANUFACTURERS RECOMMENDS. MINIMUM DUCT LENGTHWAY, IF BENS ARE EXCEEDED.
 - INTERIOR DOORS 36" ± 80" UNLESS SPACE PRESENT. REFER TO UNIT/ INTERIOR DOORS SCHEDULE ON DRAWING A2.1.

**PRELIMINARY
NOT FOR
CONSTRUCTION**

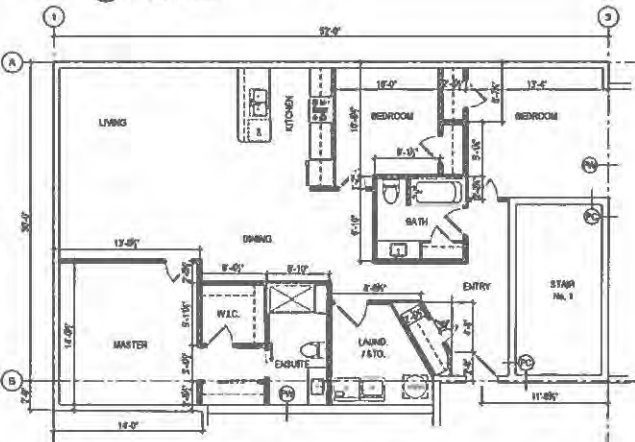
COMEAU MACKENZIE ARCHITECTURE	
A.S. McRAY BUILDERS LTD.	
PROPOSED 35-UNIT APARTMENT COMPLEX	
DOBBS STREET, ROTHESAY, NS	
DETAIL UNIT PLANS	
DATE:	AS SHOWN, JUL 2023
PROJECT:	21104, 1/A1



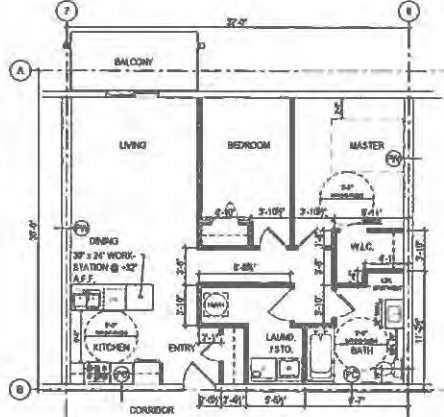
1 DETAIL PLAN: 3B, TYPE 'E' UNIT
SCALE: 3/4" = 1'-0"



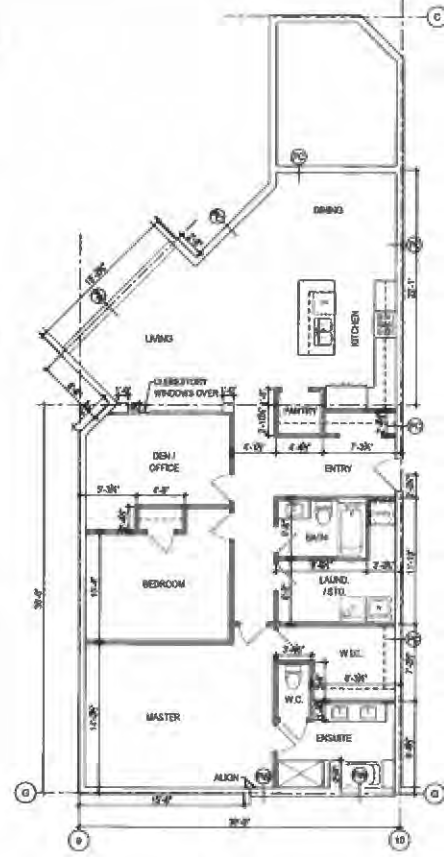
2 DETAIL PLAN: 1B + DEN, TYPE 'G' UNIT
SCALE: 3/4" = 1'-0"



3 DETAIL PLAN: 3B, TYPE 'F' UNIT
SCALE: 3/4" = 1'-0"



4 DETAIL PLAN: BARRIER FREE 2-BEDROOM UNIT (UNIT 108, GROUND FLOOR ONLY)
SCALE: 3/4" = 1'-0"
NOTE: REFER TO ADDITION ACCESSIBLE DETAIL @ 7/A



5 DETAIL PLAN: 2B + DEN, TYPE 'J' UNIT (UNIT 214, FOURTH FLOOR ONLY)
SCALE: 3/4" = 1'-0"

- NOTES**
1. PROVIDE AC POWERED SMOKE DETECTORS PER NATIONAL BUILDING CODE - 1 PER SLEEPING ROOM + 1 @ COMMON AREA.
 2. GROUND FLOOR UNITS: PROVIDE CO DETECTION & ALARM UNITS @ ALL UNITS IMMEDIATELY OVER THE PASSAGE.
 3. NEW: PROVIDE NEW UNITS (AS SHOWN, APPROPRIATELY SIZED FOR UNIT AREA. SUPPLY AIR TO:
 - BEDROOMS
 - LIVING/DINING
 - EXHAUST FAN ROOM
 - BATHROOMS
 - LAUNDRY STORAGE
 - KITCHEN
 4. PROVIDE SHOP DRAWINGS SHOWING DUCT RUNS, BULKHEADS, & EXTERIOR INTAKE / EXHAUST VENTS. PROVIDE CONDENSATE DRAIN INTO HIGH DRAIN PAN. HEV DUCT RUNS IN BULKHEADS BELOW FIRE BARRIERS, OR PER N.B.C. APPENDIX D 2.3.10.
 5. DRYER VENT: 3" Ø SMOOTH ROUND METAL DUCT TO EXTERIOR. PROVIDE DRYER BOOST-FAN IF MANUFACTURER'S RECOMMENDED MAXIMUM DUCT LENGTH AND IF BENDS ARE EXCEEDED.
 6. INTERIOR DOORS: 36" x 80" UNLESS OTHERWISE SPECIFIED. REFER TO UNIT INTERIOR DOORS SCHEDULE ON DRAWING A2.1.

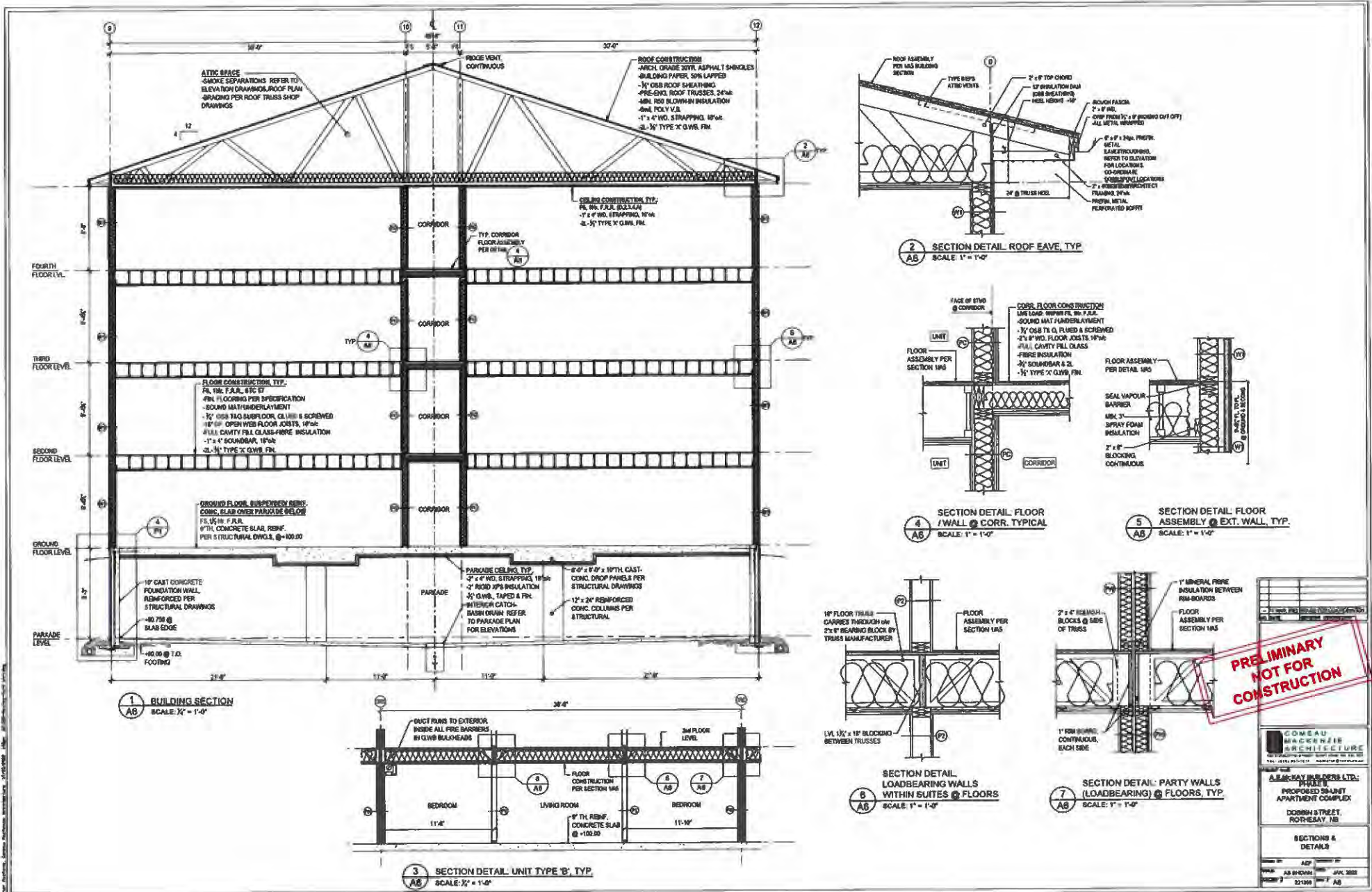
**PRELIMINARY
NOT FOR
CONSTRUCTION**

COMEAU
MACKENZIE
ARCHITECTURE

A.E. MCKAY INC. DESIGNS LTD.
PHASE 1
PROPOSED 66-UNIT
APARTMENT COMPLEX
DOBSON STREET,
ROTTERHAM, ON

DETAIL UNIT
PLANS

REV	DATE	BY	CHKD
AS	REVISED	JAN 2022	
1	2022		A4.1



PRELIMINARY NOT FOR CONSTRUCTION

CONEAU ARCHITECTURE ARCHITECTURE
1000 WEST 10TH AVENUE, SUITE 100
VANCOUVER, BC V6H 1T5
TEL: 604.681.1111 WWW.CONEAUARCHITECTURE.COM

A.L.S. & SONS LTD. - PROJECT
PROPOSED SMART APARTMENT COMPLEX
DOWNS STREET, NOTRE-DAME

SECTIONS & DETAILS

DATE: AEP
DRAWN BY: AB SHAM
CHECKED BY: JUN 2022
SHEET: 7 21299 1/2 AB

DEVELOPMENT AGREEMENT

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

Parcel Identifiers
of Parcels Burdened
by Agreement:

[30354948](#), [30354955](#), [30354963](#), [30354971](#),
[30354989](#), [30354997](#), [30355002](#), [30355010](#),
[30355028](#), [30355036](#), [30355044](#)

Owner of Land Parcel:

[J. P. J. Enterprises Ltd.](#), [A. E. MacKay](#)
[PO BOX 4694380 Model Farm Road](#)
[Rothesay Quispamsis, NB](#)
[E2GE 5X4-1L8](#) (Hereinafter called the "Developer")

Agreement with:

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

a body corporate under and by virtue of the
Municipalities Act, RSNB 1973, Chapter M-22,
located in the County of Kings and Province of New
Brunswick

WHEREAS the Developer is the registered owner of certain lands [PID-00242876](#),
~~[and PID-00243428](#)~~ located on Dobbin Street and which said lands are more
particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS Rothesay did on 15 October 2013 rezone said lands to the Multi-
Unit Residential R4 zone; the Attached Residential Zone (R3) and the Recreation
Zone (Rec) pursuant to the execution of a Development Agreement;

AND WHEREAS the Developer is now desirous of entering into an Agreement for
the development of multi-unit apartment buildings and town homes located off a
new public street as an extension of Dobbin Street;

AND WHEREAS the Developer now wishes to revise the original agreement
executed March 24, 2015 to allow an increase in the permitted maximum number
of residential units and a change in the lot configuration and to provide for a
minimum of nine (9) 'affordable housing' units.

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 number of residential dwellings situated on the portion of the Lands
indicated on **Schedule A** shall not exceed a total density of ~~12444~~ units
including a combination of apartment units and townhouse units.
2. The Developer agrees to submit for approval by the Town, prior to
commencing any work on the subdivision, the following plans, each
meeting the requirements in accordance with the minimum requirements,
standards and specifications as prescribed in the Standard Specifications
for Developers of Rothesay Subdivision By-law No. 4-10;
 - i. Plan of Subdivision prepared by a person registered to practice land
surveying in the Province of New Brunswick;
 - ii. 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; and
 - iii. a Storm Water Management Plan prepared in accordance with
**Schedule "D" – Stormwater Standards of Rothesay Zoning By-law No.
02-10.**

3. The Developer expressly agrees and understands that notwithstanding any provision of the Town'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 the Town an Irrevocable Letter of Credit from a Canadian Chartered Financial Institution or other security acceptable to the Town:
 - 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 the Town has accepted "final completion" of the work mentioned in this agreement, by resolution of the Town Council.

SCHEDULES

4. The Developer shall 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 as follows:

- Schedule A Revised Conceptual Site Plan
- Schedule B Architectural Design Concept Building Elevations Revised for Lot 2
- Schedule C Proposed Public Road Extension
- Schedule D Typical Residential Street Cross Section
- Schedule E Typical Traffic Circle Plan and Section

Development

5. Except as otherwise provided for herein, the development, subdivision and use of the Lands shall comply with the requirements of the Rothesay Zoning By-law 2-10 and Subdivision By-law 4-10, as may be amended from time to time.
 - a) The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, is generally in conformance with this Agreement.
 - b) Maximum density shall not exceed ~~12444~~ residential units comprised of the following:
 - i. ~~109~~ apartments units as per the schedules attached Multi-Unit Residential (R4)-zone
 - ii. townhouse units as per the Attached Residential (R3) Zone

Architectural Guidelines

6. The Developer agrees that an objective of this development is to provide an aesthetically pleasing streetscape which exhibits a complementary variety of houses types and architectural designs. The Developer agrees to ensure the following:
 - i. The architectural design of the buildings shall be, in the opinion of the Development Officer, generally in conformance with **Schedule B**.
 - ii. Building plans shall have similar features, such as roof lines, facade articulation (projections/recesses), fenestration, primary exterior

wall colour or materials or roof colour, etc.

- iii. Building façades shall be designed so that windows and doors are prominent features with a variety in setbacks and projections to provide visual interest along the streetscape they front.
- iv. Attached Residential (R3) dwellings shall be designed so that garages do not dominate the width of the front façade and do not project past the front building wall of the residential dwelling.
- v. Street facing façade walls of Multi-Unit Residential (R4) buildings shall incorporate brick, cast stone, stone or other high quality, long-lasting masonry material over a 25% minimum percentage of surface area.

Land for Public Purposes

~~6-7. The Town agrees to accept an amount no less than ten percent (10%) of the subdivision area, exclusive of the public street, the parcel identified as "Land for Public Purposes" as so indicated (PID) on the tentative approved plan of subdivision.~~

~~7-8. As a as a condition of subdivision approval the Development Officer, in consultation with the Director of Recreation, shall specify to the Developer the degree of land preparation that may be necessary to be completed by the developer prior to dedication of Land for Public Purposes to the Town.~~

~~8 The Town agrees to credit the Developer for the value of such land preparation that may be necessary toward the Land for Public Purposes subdivision requirements.~~

Tenant Selection

9 The Town and the Developer agree that prior to Final Occupancy the parties SHALL enter into a Memorandum of Understanding (MOU) regarding the preference for the selection of tenants for the affordable housing and Universal Design Barrier-Free Apartments units that reflects a mutual commitment to housing low to moderate income people and persons with disabilities. The intent will be to have a mechanism where the preference for low to moderate income people and persons with disabilities is enabled for the affordable housing units and Universal Design Barrier-Free units. Under no circumstances, will the Developer be limited to marketing the units to the general public to maintain occupancy. This MOU would govern if the proposed project were not under the jurisdiction of a CMHC financing program that supports affordable housing or a provincial program for affordable housing.

Affordable Housing

10. 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 eight (8) '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.

11. 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.

12. 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.
13. 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.
14. 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.
15. 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 11.7. The Developer agrees to pay interest on any balance in arrears at the rate of 1.25% percent per month compounded monthly.
16. 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.
17. 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.

Municipal Infrastructure

- 9-18. The Developer shall be responsible for securing all applicable approvals associated with the onsite and offsite servicing systems required to accommodate the development, including but not limited to sanitary sewer system, water supply system, stormwater sewer and drainage system, and utilities. Such approvals shall be obtained in accordance with all applicable by laws, standards, policies, and regulations of the Town and other approval agencies.
- i. The Developer expressly agrees and understands that they are responsible to furnish the entire project with Rothesay approved infrastructure as required herein, and where identified on Schedules to this Agreement.

Municipal Streets

- 40-19. The Developer shall carry out, subject to inspection and approval by Town representatives, and pay for the entire actual cost of an extension of Dobbin Street through Salmon Crescent ending at Clark Road as shown on **Schedule C** including all of the following:
- a) surveying and staking of lots and streets;
 - b) rough grading of streets to profiles approved by the Town;
 - c) fine grading of streets to profiles approved by the Town;
 - d) hard surfacing of the streets and sidewalks as shown the attached Town specification cross section **Schedule D** (Typical Residential Street Figure 335A) and approved in writing by the Town Engineer, before final hard surfacing may be installed;
 - e) hard surfacing of a traffic circle including a raised circular island constructed in the centre of Dobbin Street as shown in the attached Town specification **Schedule E** (Typical Traffic Circle Plan and Section) and approved in writing by the Town Engineer, before final

- hard surfacing may be installed;
- f) engineering design and inspection of those works referred to in clauses b), c) d), and e) of this section; and
 - g) supply and maintenance 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 trees are as follows:
 - a. Not smaller than six centimetres (100mm) in diameter measured at a point being 2 meters above the root ball such trees species as approved by the Town.

~~11-20~~ Upon the request of the Town Engineer the Developer agrees to provide progress reports from an engineer qualified to practice in New Brunswick that the work done and materials provided herein are in accordance with this Agreement and approved specifications and a final certificate to the Town when the work has been completed.

~~12-21~~ The Town shall supply street name signs and traffic signs to the Developer. The Developer is responsible for the full cost of the signs, including HST, plus a ten percent (10%) administration fee.

~~13-22~~ Town Council reserves the right to assign appropriate street names through a resolution of Council, notwithstanding that the names may not coincide with those shown on the filed subdivision plan.

~~14-23~~ All items following acceptance of delivery on site by the Developer shall become the responsibility of the Developer against their accidental breakage or vandalism until the completed works are accepted by the Town.

~~15-24~~ The Developer agrees that it will not commence construction of any dwelling and no building permit will be issued by the Town for any such dwelling until such time as the street, which provides the normal access, to each dwelling, has been constructed to Town standards as specified by the Town and is ready for hard surfacing at least beyond the point which shall be used as the normal entrance of the driveway to service such dwelling.

Storm Water Management System

~~16-25~~ The Developer agrees to submit for approval by the Town, prior to commencing any work on the development, a storm water management plan, meeting the requirements as described in the Specifications for Developer and the Zoning By-law.

~~17-26~~ The Developer, at their cost, will restore the public road for the entire frontage of this development to the satisfaction of the Town Engineer following installation of the required services.

~~18-27~~ The Developer shall carry out, ensuring compliance with Town By-laws and Municipal Plan and subject to inspection and approval by Town representatives, and pay for the entire actual costs of the installation of a storm water management system which will result in a zero net increase of storm water runoff to the Town system. The Developer will be responsible for the costs of the following:

- (a) Construction, to Town Standards, of a storm water control system including pipes, fittings, precast sections for manholes and catch basins capable of removing surface water, to a predetermined location selected by the Developer's Engineer and approved by the Town Engineer, from the entire developed portion of the lands as well as top soil and hydro-seeding of shoulders of roadways; and
- (b) provide and grant to the Town, its successors and assigns, unencumbered easements, in the form customarily used by the

Dobbin Street Agreement – A.E. MacKay et al

Town, which the Town might deem necessary to adequately provide for the operation and maintenance of the storm water control system.

~~19-28~~ The Developer agrees to submit for approval by the Town, prior to commencing any work on the storm water control system, such plans required by the Town, each plan meeting the requirements as described in the Specifications for Developers.

~~20-29~~ The written certification of the Town Engineer that the construction of the said storm water control system has been satisfactorily completed and constructed in accordance with the Specifications for Developers is required prior to any construction of any buildings on the Lands pursuant to the specific proposal under this Agreement.

Water Supply

~~24-30~~ The Town agrees to supply potable water for the purposes and for those purposes only for residential development and for minor purposes incidental thereto and for no other purposes whatsoever.

~~22-31~~ The Developer agrees that the water supply shall not be used to service any water-to-air heat pump or exchanger and that there shall be no inter-connection with domestic wells.

~~23-32~~ The Developer agrees to provide and grant to the Town, its successors and assigns, unencumbered easements, in the form customarily used by the Town, which the Town might deem necessary to adequately provide for the operation and maintenance of the water supply system including the water service laterals and fire hydrants.

~~24-33~~ In addition to and notwithstanding the payments committed elsewhere in this agreement the Developer agrees to pay the Town the sum of \$1500 as a connection fee for each residential unit, plus the application fee of \$100, or an amount pursuant to the applicable By-law as may be amended from time to time, to the Town water system calculated in the manner set out by by-law, shall be paid to the Town on issuance of each building permit.

~~25-34~~ The Town does not guarantee and nothing in this Agreement shall be deemed to be 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. Further the Developer agrees to the following:

~~(b)a~~ The Developer agrees that a separate water meter shall be installed, at his expense, for each connection made to the Town Water System.

~~(c)b~~ The Developer agrees that the Town Council may terminate the Developer's connection to the Town water system in the event that the Town finds that the Developer is drawing water for an unauthorized purpose or for any other use that the Town deems in its absolute discretion.

~~26-35~~ It is expressly agreed and understood that all connections to the Town water mains shall be approved and inspected prior to backfilling by the Town Engineer or such other person as is designated by the Town and shall occur at the sole expense of the Developer. Operation of valves is not permitted by anyone other than the Town Engineer or designate.

~~27-36~~ The written certification of a Professional Engineer, licenced to practice in the Province of New Brunswick that the connection of service laterals and the connection to the existing town water supply has been satisfactorily completed and constructed in accordance with the Specifications for Developers is required prior to the occupation of any buildings or portions thereof. The connection must be inspected prior to

backfilling or the Developer will be required to excavate at no cost to the Town.

Sanitary Sewer System

~~28-37.~~ In addition to and notwithstanding the payments committed elsewhere in this agreement the Developer agrees to pay the Town the sum of \$1000 as a connection fee for each residential unit, plus the application fee of \$100, or an amount pursuant to the applicable By-law as may be amended from time to time, to the Town sanitary sewer system calculated in the manner set out by by-law, shall be paid to the Town on issuance of each building permit.

~~29-38.~~ The Developer shall carry out, ensuring compliance with Town By-laws and Municipal Plan and subject to inspection and approval by Town representatives, and pay for the entire actual costs of the following:

- a) Engineering design, supply, installation, inspection and construction of all service lateral or laterals necessary to connect to the existing sanitary sewer system inclusive of all pipes, laterals, fittings, and precast concrete units. The Developer shall connect to the existing sanitary sewer system at a point to be determined by the Town Engineer.
- b) Providing and granting to the Town, its successors and assigns, unencumbered easements, in the form customarily used by the Town, which the Town might deem necessary to adequately provide for the operation and maintenance of the sanitary sewer inclusive of all pipes, laterals, fittings and precast concrete units crossing the Lands of the Developer.
- c) 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 Specifications for Developers (hereinafter referred to as the "Specifications for Developers").

~~30-39.~~ It is expressly agreed and understood that all connections to the Town sanitary sewer system shall be supervised by the Developer's engineer and inspected by the Town Engineer or such other person as is designated by the Town prior to backfilling and shall occur at the sole expense of the Developer.

Site Development

~~31-40.~~ The Developer shall develop the site in accordance with **Schedule A**.

~~32-41.~~ The Developer shall install lighting on the building to provide clear illumination to the building 9-1-1 number which shall be placed on each building facing the driveway.

~~33-42.~~ The Developer shall maintain, at its own expense, the Lands, buildings or structures shown on the site plan in a condition appropriate to the area in which it is located, such determination to be made in accordance with standards prescribed by the Town.

~~34-43.~~ The Developer expressly agrees and understands that notwithstanding any provision of the Town'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 Property Owner for work directly connected with the development of the Lands, nor shall the Property Owner be entitled to such a permit unless and until the Development Officer has approved the Site Plan submitted as part of the Development Permit process illustrating the precise size, location and

Dobbin Street Agreement – A.E. MacKay et al

configuration of the proposed buildings.

~~36-44~~ The Developer shall maintain a treed buffer of no less than 2m at the rear of each lot. In the event the buffer is disturbed, it shall be replaced with appropriate vegetation which creates a visual barrier to the satisfaction of the Town.

Retaining Walls

~~36-45~~ The Developer agrees that the use of gabion basket retaining walls is not appropriate and will not be used for erosion protection or slope stability for the development.

~~37-46~~ Any retaining walls required on the site will be designed by a Professional Engineer, licensed to practice in the Province of New Brunswick and any over four feet in height will require a Building Permit and a fence along the top of the wall.

Indemnification

~~38-47~~ 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). The aforesaid certificate must provide that the coverage shall stay in force and not be amended, cancelled 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

~~39-48~~ 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 ~~J.P.J. ENTERPRISES LTD 24 ROBINSON STREET, ROTHESAY, NB, E2E 4X4 A.E. MacKay Builders Ltd, 380 Model Farm Road, Quispamsis, N.B. E2G 1L8~~ and to the Town if delivered personally or by prepaid mail addressed to ROTHESAY, 70 HAMPTON ROAD, ROTHESAY, NEW BRUNSWICK, E2E 5L5. In the event of notice by prepaid mail, the notice will be deemed to have been received four (4) days following its posting.

By-laws

~~40-49~~ The Developer agrees to be bound by and to act in accordance with the By-laws of the Town and such other laws and regulations that apply or may apply in future to the site and to activities carried out thereon.

Termination

~~41-50~~ 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 satisfactorily such that the written certifications contemplated in this agreement could reasonably be issued ~~within sixty (60) months of the execution of this Agreement by January 1, 2029.~~

~~42-51~~ If the Town terminates this Agreement, the Developer agrees that 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 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 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 amounts required to complete the work.

Entire Agreement

~~43-52~~ 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

~~44-53~~ If any paragraph or part of this agreement is found to be illegal or beyond the power 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

~~46-54~~ Both parties agree to act reasonably in connection with any matter, action, decision, comment or approval required or contemplated under this Agreement.

Registration

~~46-55~~ A copy of this Agreement and every amendment and/or discharge of this Agreement shall be recorded at the Land Registry Office, in Hampton, New Brunswick and the Developer shall incur all costs in recording such documents.

Subsequent Owners

~~47-56~~ This Agreement shall be binding upon the parties thereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the Lands which is the subject of this Agreement until this Agreement is discharged by Council.

~~48-57~~ Upon the transfer of title to any lot(s), the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot(s).

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

Date: _____, ~~2024~~15

Witness:
Builders Ltd.

~~J P J Enterprises~~ A E MacKay

Director

Witness:

Rothesay:

Dobbin Street Agreement – A.E. MacKay et al

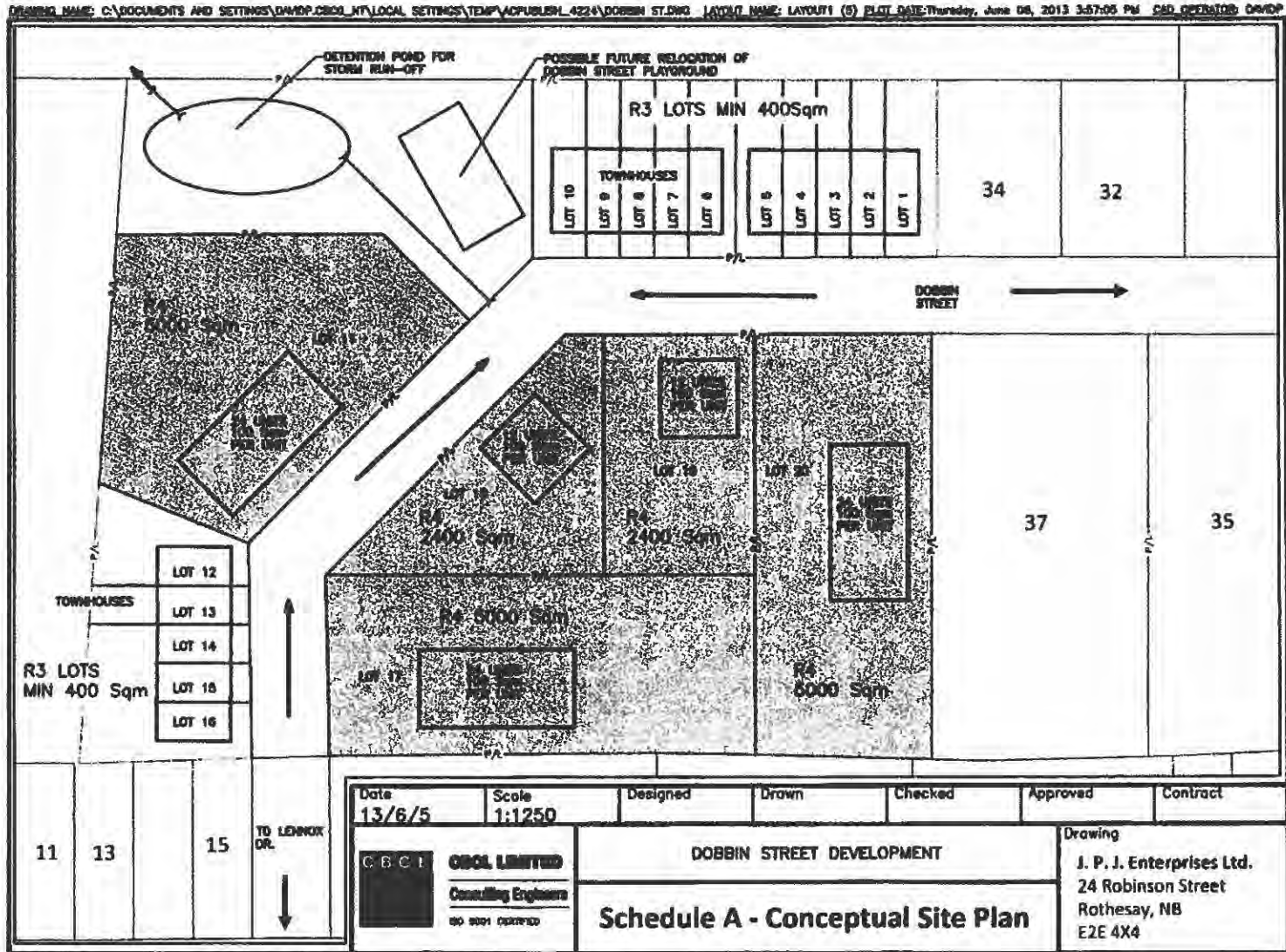
Mayor

Clerk

SCHEDULES

~~INSERT A-E and DELETE this Page~~

30354948; 30354955; 30354963; 30354971;
30354989; 30354997; 30355002; 30355010;
30355028; 30355036; 30355044





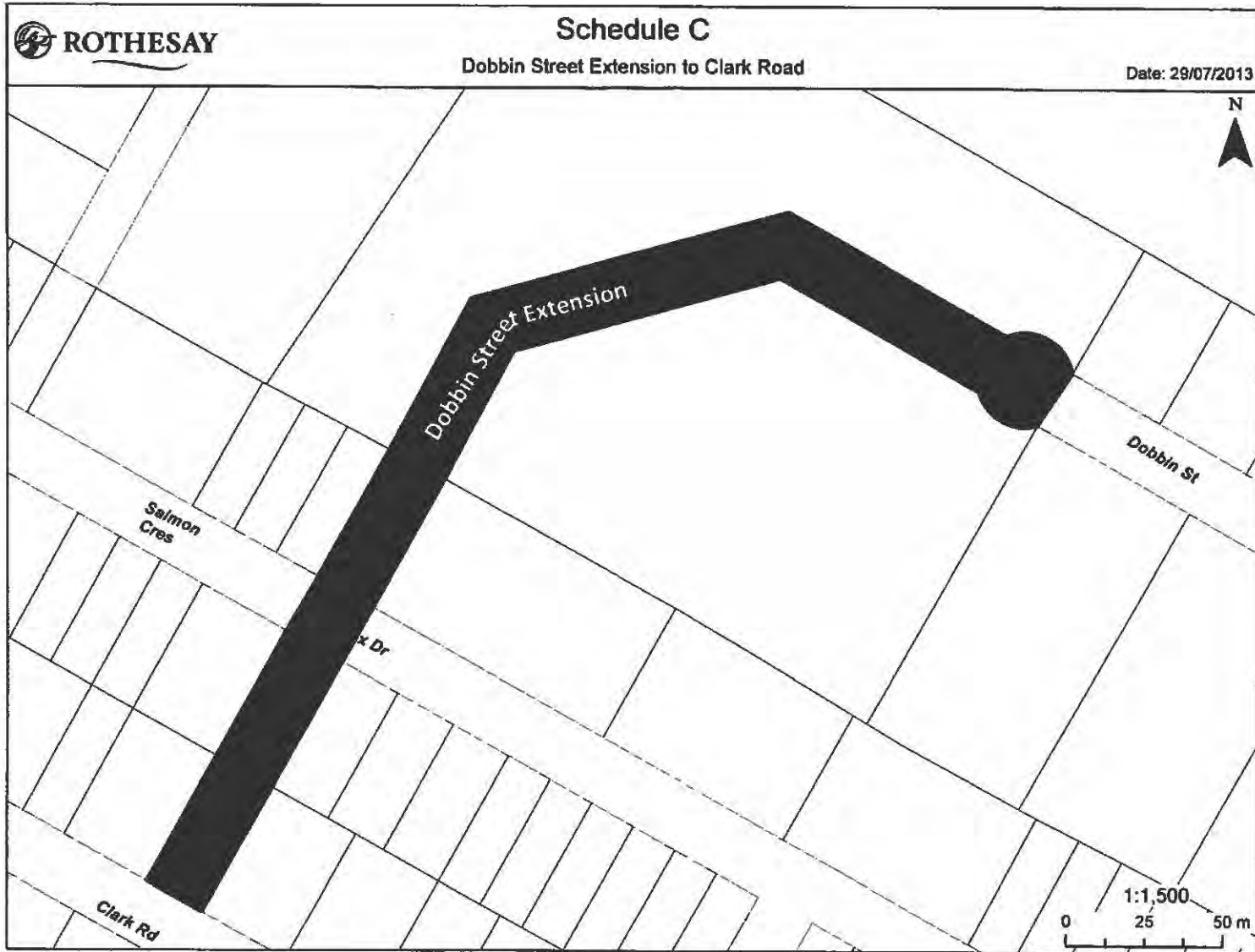
SCHEDULE B
Proposed Apartment Building Concept Renderings



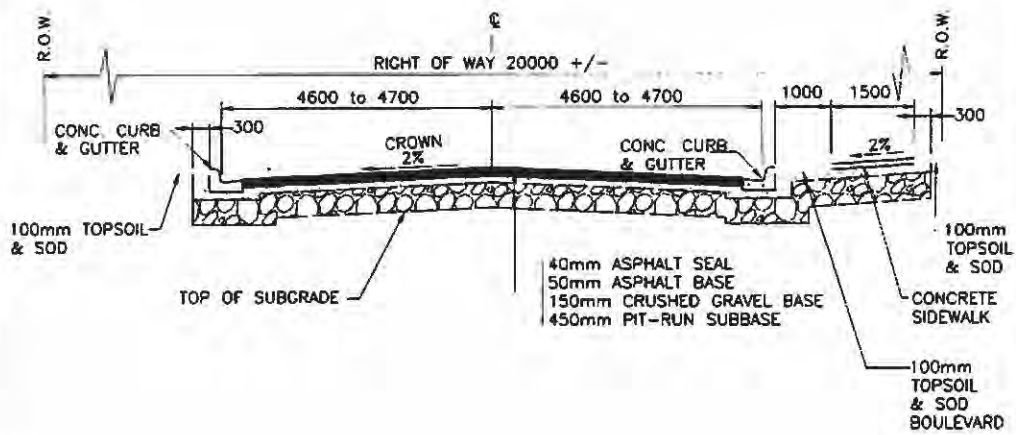


SCHEDULE B
Proposed Town Home Concept Renderings





Schedule D -Typical Residential Street Cross Section



- NOTES:
 1. ALL DIMENSIONS ARE IN MILLIMETRES.
 2. SEE FIGURE 320 FOR CONCRETE CURB AND GUTTER DETAIL.



TOWN OF ROTHESAY
 STANDARD MUNICIPAL
 STANDARD SPECIFICATION

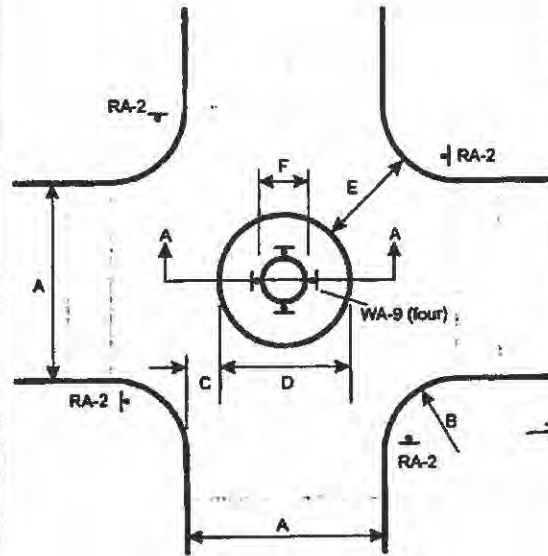
TYPICAL RESIDENTIAL
 STREET
 CURB & GUTTER and SIDEWALK WITH
 BOULEVARD

SCALE:	NTS	REVISION:	1
DWN BY:	KMJ/JGL	DATE:	JULY 11, 2013

Schedule D

FIGURE:
 335A

FIGURE 4.10 TRAFFIC CIRCLE

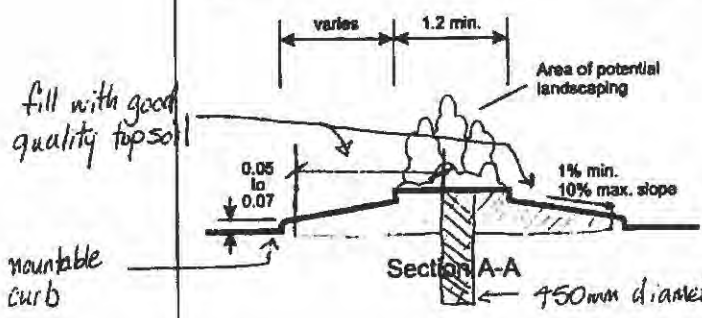


Dimension Chart for Varying Roadway Widths

A Roadway Width	B Curb Return Radius	C Off-Set Distance	D Circle Diameter	E Minimum Opening Width
6.0	4.7 5.3 6.9 8.1	1.7 1.6 1.4 1.2	2.6 2.8 3.2 3.6	4.9 5.0 5.5 5.8
7.0	4.2 4.8 6.4 7.8	1.7 1.6 1.4 1.2	3.6 3.8 4.2 4.6	4.9 5.0 5.5 5.9
8.0	3.7 4.3 5.8 7.3	1.7 1.6 1.4 1.2	4.6 4.8 5.2 5.6	4.9 5.0 5.5 5.9
9.0	3.2 3.8 5.4 6.6 7.6	1.7 1.6 1.4 1.2 1.0	5.6 5.8 6.2 6.6 7.0	4.9 5.0 5.5 5.8 6.0
10.0	3.0 3.3 4.9 6.1 6.9	1.7 1.6 1.4 1.2 1.0	6.6 6.8 7.2 7.6 8.0	5.0 5.0 5.5 5.8 5.9
11.0	3.4 3.6 5.6 6.8	1.5 1.4 1.2 1.0	8.0 8.2 8.6 9.0	5.2 5.2 5.8 6.1
12.0	3.0 3.9 5.1 6.3	1.5 1.4 1.2 1.0	9.0 9.2 9.6 10.0	5.2 5.5 5.8 6.1

Sign Descriptions:
 RA-2 Yield
 WA-9 Chevron Alignment

Schedule E
 Typical Traffic Circle Plan and Section



Legend:
 A Roadway Width
 B Curb Return Radius (3.0 m min)
 C Off-Set Distance (1.7 m max.)
 D Circle Diameter
 E Opening Width (See table above)
 F Raised Island Diameter (1.2 m min.)

- Minimum opening width to be provided to all crosswalks.
- A deflection triangle painted on the pavement on each approach to the traffic circle may be appropriate.

All dimensions are in metres unless otherwise noted.

NOT TO SCALE



2024January8OpenSessionFINAL_148

BUILDING PERMIT REPORT

12/1/2023 to 12/31/2023

Date	Building Permit No	Property Location	Nature of Construction	Value of Construction	Building Permit Fee
12/15/2023	BP2023-00059	82 MARR RD	INTERIOR RENOVATIONS - COMMERCIAL	\$20,000.00	\$145.00
12/22/2023	BP2023-00154	4 CLARK RD	MULTI-DWELLING BUILDING	\$7,000,000.00	\$50,750.00
12/06/2023	BP2023-00161	50 FRANCES AVE	SINGLE FAMILY	\$1,200,000.00	\$8,700.00
12/13/2023	BP2023-00168	14 VICTORIA CRES	SINGLE FAMILY	\$300,000.00	\$2,175.00
12/06/2023	BP2023-00186	230 ERISKAY DR	FENCE	\$2,983.00	\$21.75
12/07/2023	BP2023-00188	27 SPRUCEWOOD AVE	WINDOWS	\$14,802.00	\$108.75
Totals:				\$8,537,785.00	\$61,900.50
Summary for 2023 to Date:				\$31,604,717.98	\$233,313.00

2022 Summary

	<u>Value of Construction</u>	<u>Building Permit Fee</u>
Monthly total:	\$8,263,500.00	\$59,914.00
Summary to Date:	\$22,184,326.96	\$161,500.00

**ROTHESAY****INTEROFFICE MEMORANDUM**

TO : Mayor Grant & Council
 FROM : John Jarvie
 DATE : 4 January 2024
 RE : Capital Project – Status Report

The following is a list of 2023 capital projects, holdover 2019, 2021 and 2022 capital projects and the status of each along with a continuing project from 2016. The 2024 projects will be added for February report.

	PROJECT	BUDGET	\$ TO 31/11/23*	COMMENTS
2016	General Specification for Contracts	40,000	40%	Draft document under review by staff
2019	Trail & sidewalk connector Wells	\$1.62M	-	Subject to grants; estimate revised to current – land acquisition discussions with Province underway
	Secondary Plan Road design	50,000	-	Completed.
2021	Fire Department Stn 2 Reno	1,250,000	90%	Project substantially complete
	Turnbull Ct sewer replacement Ph II	\$1.0M	80%	Tender awarded; WAWA permit received; construction underway
2022	Water quantity	100,000		Certificate of Approval to operate with increased withdrawal rate issued by Province
	Water model update	100,000		deferred
	Wells New Building	\$3.1M	80%	Construction substantially complete; generator delivery in January
	Hillsview water line replacement	50,000		Preliminary design complete, consultation with stakeholders underway
	2023 Street Resurfacing inc C&S	\$1.225M	90%	Asphalt Tender rejected; sidewalk component nearing completion Second asphalt tender for Designated Highways resurfacing - Campbell Drive complete
	Fleet	750,000	5%	Vacuum Truck has been ordered
	Pickle Ball Courts Phase II	150,000	90%	Substantially complete pending installation of net posts
	Recreation Master Plan	60,000	35%	Consultant work plan near midway point, plan to be presented at December meeting
2023	Works Buildings	85,000	90%	HVAC system and external unit installed, removal of hot water piping and installation of electric heaters underway, completed
	Parks Equipment	215,000	30%	Plow/sander, mower for tractor, goals for AM Fields, pickleball courts complete: slit seeder deferred.
	Arena Condenser	100,000		Deferred until 2024.
	McGuire Centre Repairs	30,000	35%	Fire alarm panel replacement, door lock control and camera purchase orders issued
	Town Hall – HVAC controls	40,000	50%	Work Completed
	Water Treatment Train expansion	630,000	30%	Purchased and on order - April 2024 delivery expected
	Lagoon Dredging	\$1.32M		Various options under review with a plan to complete before end of May 2024
	Shadow Hill Court water	400,000		Preliminary design and cost estimates complete, consultation with stakeholders underway
	WWTP Phase II design		80%	RFP closed, 1 proposal received from Dillon Jacobs

* Funds paid to this date.



ROTHESAY MEMORANDUM



TO : Mayor Grant and Council
FROM : Town Clerk Mary Jane Banks
DATE : 3 January 2024
RE : By-law 2-10-36 for 54 unit Town Home Development
Rezoning (PIDs 30146708 & 30146674)

RECOMMENDATION:

- Council give Reading in its Entirety to By-law 2-10-36
- Council give 3rd Reading, by Title, and Enactment to By-law 2-10-36
- Council authorize the Mayor and Clerk to enter into the subdivision agreement with MR Investments Inc. for the properties situate at the end of School Avenue off Kaitlyn Street, identified as PIDs 30146708 & 30146674

BACKGROUND:

The Planning Advisory Committee recommended enactment of By-law 2-10-36 and authorized the execution of an agreement for Glengary Estates (see motions below). On Monday, November 20, 2023 Council held a public hearing to give consideration to the proposed development, By-law 2-10-36 and the subdivision agreement. Council gave 1st and 2nd Reading to the By-law on December 11, 2023.

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.



**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.

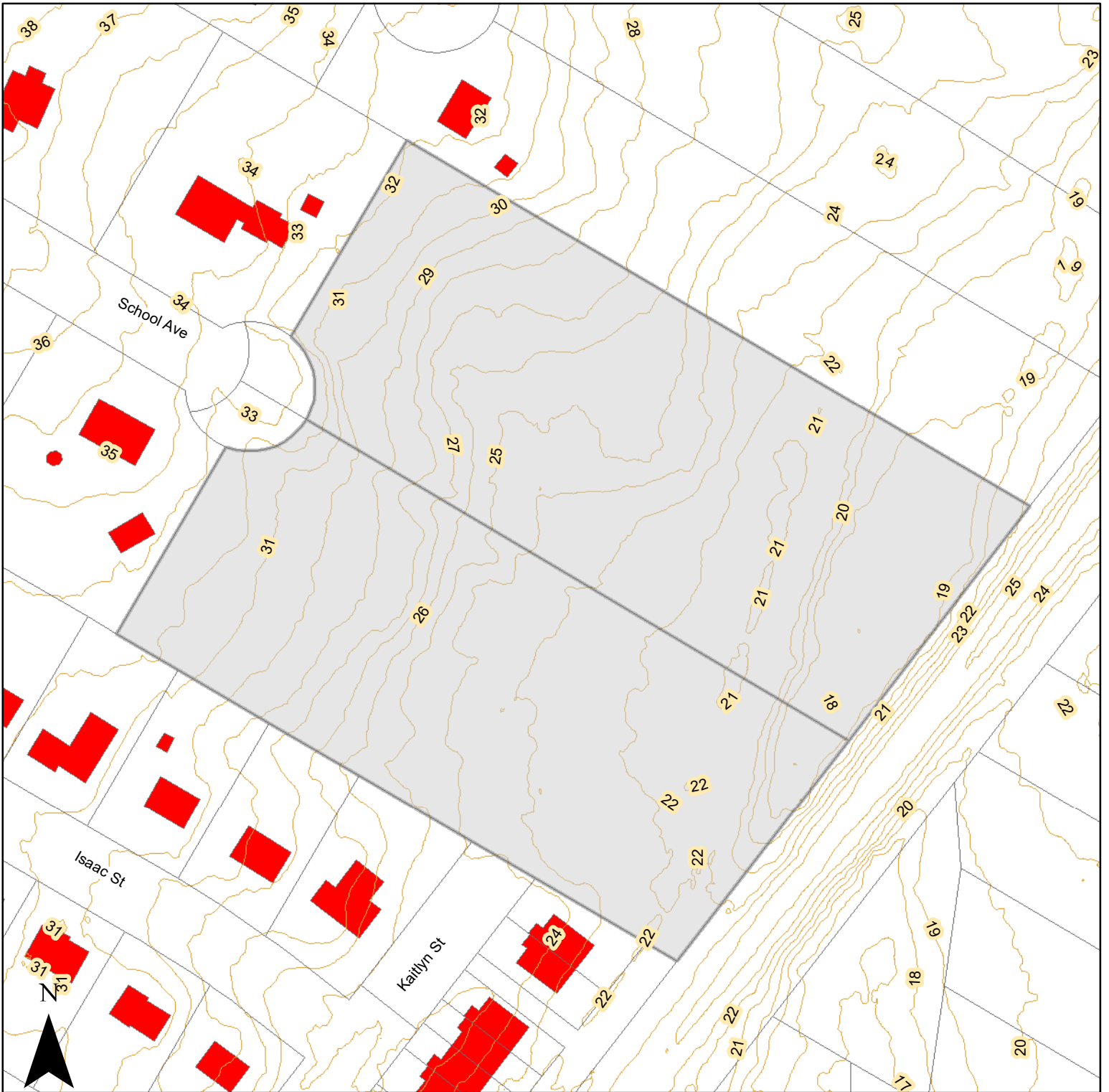
FIRST READING BY TITLE	:	11 December 2023
SECOND READING BY TITLE	:	11 December 2023
READ IN ENTIRETY	:	
THIRD READING BY TITLE AND ENACTED	:	

MAYOR

CLERK

Attachment - Bylaw 2-10-36

2024 January 8 Open Session FINAL 152
PIDs 30146708 & 30146674




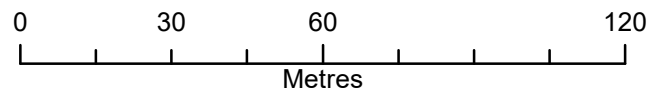
2023-10-30, 8:19:43 AM

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
Rothesay, NB
E2E 6A7
(Hereinafter called the "Developer")

Agreement with **Rothesay**
70 Hampton Road
Rothesay, 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 Rothesay, 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 Rothesay 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 Rothesay 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 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 Rothesay has accepted "final completion" of the work mentioned in this agreement, by resolution of Rothesay Council.
6. Rothesay 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 Rothesay 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 Rothesay'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 Rothesay as Land for Public Purposes (LPP).

Site Development

10. The Developer agrees to develop the Lands in a manner, which, in the opinion of Rothesay'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 Rothesay'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 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 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 Rothesay 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 Rothesay 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 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) 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) Rothesay 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) Rothesay 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, Rothesay 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 Rothesay 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

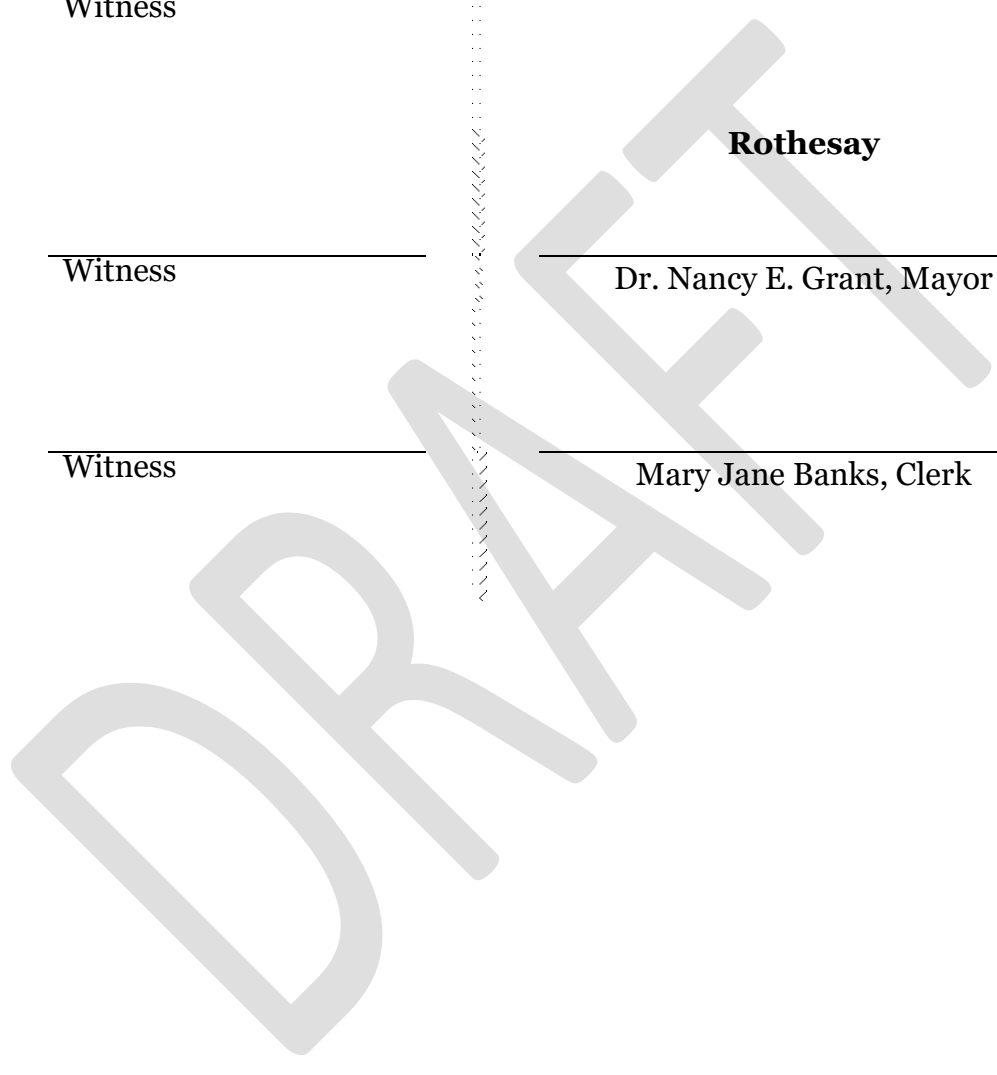
Witness

Witness

Rothsay
Dr. Nancy E. Grant, Mayor

Witness

Mary Jane Banks, Clerk



SCHEDULE A

DRAFT

SCHEDULE B

DRAFT



GLENGARY ESTATES
 54 UNIT TOWNHOUSE DEV'T
 ROTHSAY, NB
 SEPTEMBER, 2023

ONE LEVEL LIVING
 CONCEPT VIEW

MR INVESTMENTS
 ROTHSAY, NB
COMEAU
MACKENZIE
ARCHITECTURE



GLENGARY ESTATES
 54 UNIT TOWNHOUSE DEV'T
 ROTHESAY, NB
 SEPTEMBER, 2023

FAMILY UNITS
 CONCEPT VIEW

MR INVESTMENTS
 ROTHESAY, NB
 COMEAU
 MACKENZIE
 ARCHITECTURE



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 area 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.

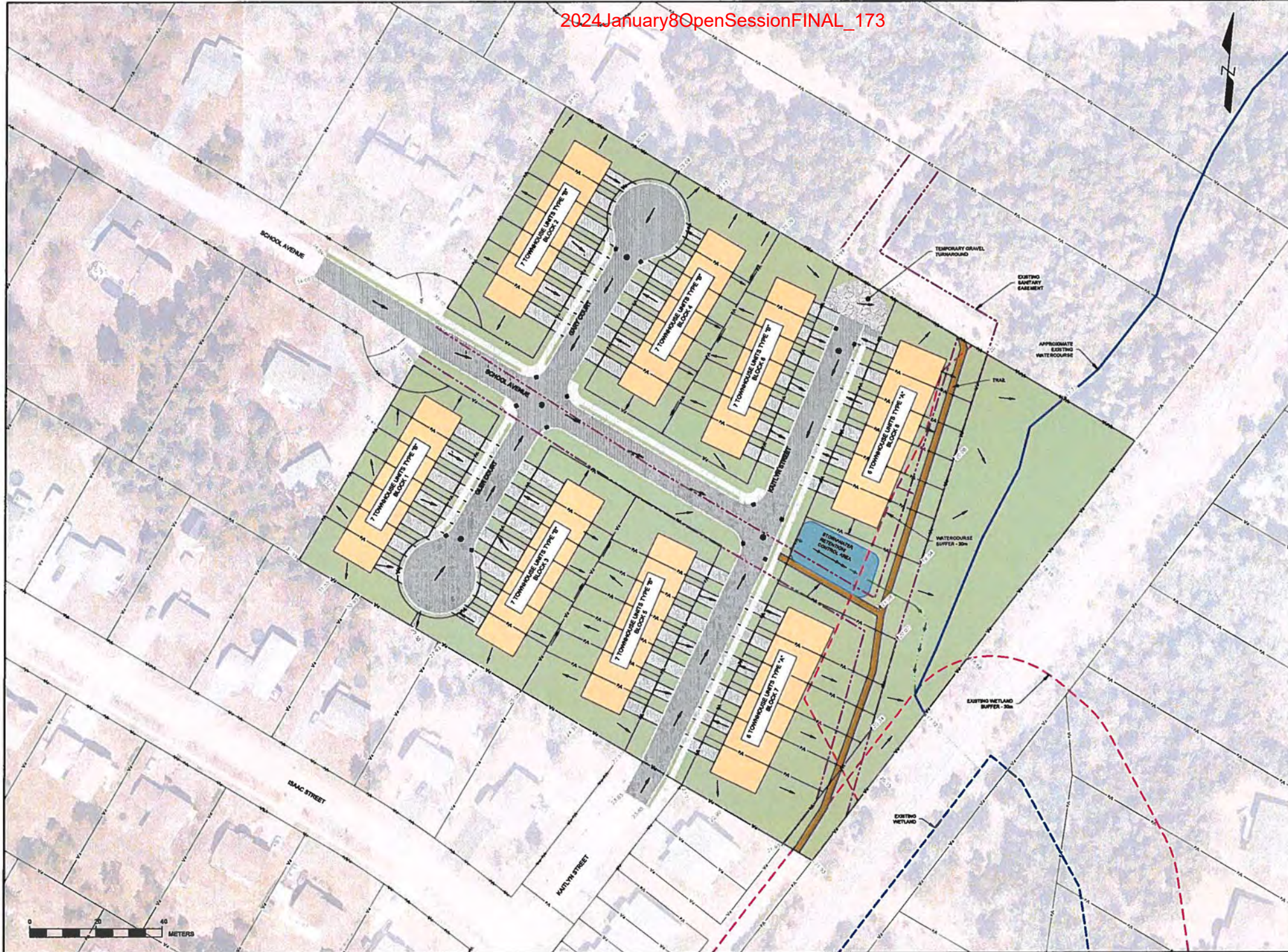
All existing buildings within the development are proposed to remain outside the 30m buffer zone of the GEONB mapped watercourse and stormwater management measures will be put in place to control the quantity and quality of run-off that enters the watercourse from the development area. The proposed development 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



LEGEND

PROPOSED	EXISTING
● SANITARY MANHOLE (SM)	○ SANITARY MANHOLE (SM)
■ CURB BANK (CB)	○ CURB BANK (CB)
● STORM MANHOLE (SM)	○ STORM MANHOLE (SM)
— SANITARY SEWER	— SANITARY SEWER
— SANITARY FORCE MAIN	— SANITARY FORCE MAIN
— STORM SEWER	— STORM SEWER
— WATER MAIN	— WATER MAIN
— GAS MAIN	— GAS MAIN
— PROPERTY LINE	— PROPERTY LINE
— EASEMENT	— EASEMENT
— ONE OF SEWER	— ONE OF SEWER
— OVERHEAD VOLTAGE	— OVERHEAD VOLTAGE
— U/S ELECTRICAL	— U/S ELECTRICAL
— SIGNAL	— SIGNAL
— CURB & BUTTER	— CURB & BUTTER
— ASBESTOS	— ASBESTOS
— FENCE	— FENCE
— STY	— STY
○ ELECTRICAL MANHOLE	○ ELECTRICAL MANHOLE
○ UTILITY POLE	○ UTILITY POLE
□ LIGHT STANDARD	□ LIGHT STANDARD
○ RELAY VALVE (CONTROL VALVE)	○ RELAY VALVE (CONTROL VALVE)
○ CURB STOP	○ CURB STOP
○ VALVE IN CHAMBER	○ VALVE IN CHAMBER
○ FIRE HYDRANT	○ FIRE HYDRANT

NO	DESCRIPTION	DATE	BY
1	ISSUED FOR REVIEW	SEP 18/23	JJK
0	ISSUED FOR REVIEW	SEP 15/23	JJK

REVISION OR ISSUE

NO	DESCRIPTION	DATE	BY

ENGINEERING
by **HOUGHTON**

1347 MANARABOOSH ROAD, SUITE 100, WILMINGTON, DE 19804
PH: (304) 777-8294 WWW.E3H.COM FAX: (304) 777-8294

Stamp

SCHOOL AVENUE DEVELOPMENT

CIVIL GRADING PLAN
SCHOOL AVENUE
ROTHESAY, NEW BRUNSWICK

Project #	Drawn	Designed	Approved
	CTM	JJK	JJK
Date	Sheet of	Revision	
SEPT 2023	2 / 3		
Scale	Drawing No		
1:500	C2		R1

THIS DRAWING SHALL NOT BE REPRODUCED, COPIED, OR OTHERWISE TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT THE EXPRESS APPROVAL OF THE ENGINEER.



LEGEND

PROPOSED	EXISTING
● SANITARY MANHOLE (SM)	○
● CATCH BASIN (CB)	○
● STORM MANHOLE (SM)	○
— SANITARY SEWER	—
— SANITARY FORCE MAIN	—
— STORM SEWER	—
— WATER MAIN	—
— COVERED SEWER	—
— PROPERTY LINE	—
— CASING	—
— EDGE OF PAVEMENT	—
— OVERHEAD UTILITIES	—
— U/R ELECTRICAL	—
— SIDEWALK	—
— CURB	—
— CURB & BUTTER	—
— PAVED DRIVE	—
— FENCE	—
— TRAIL	—
—	—
○ ELECTRICAL MANHOLE	○
○ VULTY POLE	○
○ LIGHT STANDARD	○
○ ISOLATED VALVE (INTERLOCKED)	○
○ CURB STOP	○
○ VALVE IN CHAMBER	○
○ FIRE HYDRANT	○

1	ISSUED FOR REVIEW	SEP 18/23	AJR
0	ISSUED FOR REVIEW	SEP 15/23	AJR
NO.	DESCRIPTION	DATE	BY
REVISION OR ISSUE			

ENGINEERING
by **HOUGHTON**

1942 HANNAH ALEXANDER ROAD, SAINT JOHN'S, NEW BRUNSWICK
PH: (506) 777-3254 WWW.CRM.CA FAX: (506) 777-3254

Stamp

SCHOOL AVENUE DEVELOPMENT

CIVIL
SERVICING PLAN
SCHOOL AVENUE
ROTHESAY, NEW BRUNSWICK

Project #	Drawn	Designed	Approved
	CTM	JLK	JLK
Date	Sheet of	Revision	
SEPT 2023	3 / 3		
Scale	Drawing No.		
1:500	C3		R1

THIS DRAWING SHALL NOT BE REPRODUCED, COPIED, OR DISTRIBUTED WITHOUT THE EXPRESS APPROVAL OF THE ENGINEERING FIRM.



SCHEDULE C
(to be determined)

DRAFT



ROTHESAY



INTEROFFICE MEMORANDUM

TO : Mayor Grant and Council
FROM : John Jarvie
DATE : 5 January 2024
RE : Ride Sharing By-law 1-24

Recommendation:

- Council give 2nd Reading by Title to By-law 1-24
- Council give Reading by Section Number to By-law 1-24
- Council give 3rd Reading by Title and Enactment to By-law 1-24

Background

Following the direction of Council and consultation with the Kennebecasis Regional Police, staff is recommending two amendments to the By-law following first reading. A provision to require a 'Vulnerable Sector Check' and clarify the class of drivers license required, Class 4.

A Vulnerable Sector Check (VSC) is a type of police record check that is used to protect children and vulnerable persons. It is typically required for positions such as teachers, elder care, daycare, coaches, and nurses. A VSC is a police information check plus a check to see if a person has a record suspension (pardon) for sexual offences. The Royal Canadian Mounted Police (RCMP) governs the VSC process, which was created in 2000.

From the General REGULATION 83-42 under the Motor Vehicle Act:

22(1) Driver's licences shall be of the following classes and shall, if issued to an individual, authorize them to operate any of the types of vehicles specified therein and no other:

...

Class 4 - authorizes a person to drive

(i) any motor vehicle which the holder of a Class 5 licence may operate,

- (i.1) any private passenger vehicle while providing a vehicle-for-hire service,
- (ii) any ambulance,
- (iii) any taxicab, and
- (iv) any bus with a capacity of less than twenty-five passengers;

Enactment of the By-law will provide interested parties to apply to operate a vehicle for hire business in Rothesay. The Motor Vehicle Act states:

197.1 No vehicle-for-hire company shall carry on business or facilitate the offer of vehicle-for-hire services within the territorial limits of a local authority unless authorized to do so by the local authority.



2024 January 8 Open Session FINAL 177
ROTHESAY



PUBLIC NOTICE

20 December 2023 Rothesay, NB

Rothesay Council considers it to be in the interest of the Town and its residents to regulate, control and collect fees for the licensing of ridesharing companies.

Under authority of the *Local Governance Act*, SNB 2017 c.18 and the *Motor Vehicle Act*, RSNB 1973 c. M-17, Rothesay Council intends to consider enactment of **By-law 1-24, "Rothesay Ridesharing By-law"** Council gave 1st Reading by Title to By-law 1-24 and will be giving it further consideration at the Council meeting on Monday, January 8, 2024.

The meeting will be held in the Common Room, Rothesay Town Hall, 70 Hampton Road, Rothesay, NB, starting at 7:00 pm. Public access to the Council meeting livestream will be available online:

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

DRAFT [By-law 1-24 "Rothesay Ridesharing By-law"](#)

Mary Jane Banks, BComm
Town Clerk

Additional information on ridesharing in New Brunswick can be found on the Financial and Consumer Services Commission (FCNB) website:

<https://fcbn.ca/en/guides/what-you-need-to-know-about-ride-sharing-in-new-brunswick>

TABLE OF CONTENTS

Section	Description	Page
	Recitals	2
1	Title	2
2	Definitions	2
3	Interpretation	3
4	Vehicle-for-Hire Company License	4
5	Vehicle-for-Hire Company Licensees – Prohibitions	5
6	Vehicle-for-Hire Company Licensees – Obligations	5
7	Drivers	6
8	Records	7
9	Insurance	7
10	Number of Ridesharing Vehicles	8
11	Drivers – Prohibitions	8
12	Drivers – Obligations	9
13	Enforcement	9
14	Offences	9
15	Administrative Penalties	10
	Schedule A	11

RECITALS

WHEREAS Rothesay Council considers it to be in the interests of the Town and its residents to regulate, control, and collect fees for the licensing of ridesharing companies;

AND WHEREAS paragraph 10(1)(g) of the *Local Governance Act*, S.N.B. 2017, c. 18, authorizes a local government to enact by-laws respecting transport and transportation systems, including carriers of persons or goods, taxis and other forms of public transportation;

AND WHEREAS section 1 of the *Motor Vehicle Act*, R.S.N.B. 1973, c. M-17, defines a Vehicle-for-Hire Company and a Vehicle-for-Hire Service;

AND WHEREAS section 197.1 of the *Motor Vehicle Act* restricts a Vehicle-for-Hire Company from carrying on business or facilitating the offer of Vehicle-for-Hire Services within the territorial limits of a local government unless authorized to do so by the local government;

AND WHEREAS section 147 of the *Local Governance Act*, states that a local government may, by by-law, provide that a person who violates or fails to comply with any provision of a by-law commits an offence;

AND WHEREAS subsection 156(1) of the *Local Governance Act*, states that a local government may require administrative penalties to be paid in respect of a contravention of a provision of a by-law of the local government;

NOW THEREFORE the Council of Rothesay, enacts as follows:

Title

1 This By-law may be cited as the *Rothesay Ridesharing By-Law* (hereinafter the “By-law”).

Definitions

2(1) The words defined in section 1 of the *Motor Vehicle Act*, when used in this By-law, shall have the same meaning as in the said Act.

2(2) The following definitions apply in this By-law:

“**By-Law Enforcement Officer**” means a by-law enforcement officer appointed pursuant to section 72 of the *Local Governance Act*, and designated by resolution of Council;

“**Council**” means the elected municipal council of the Rothesay;

“**Driver**” means an individual who, in affiliation with a Vehicle-For-Hire Company, transports Passengers in a Ridesharing Vehicle;

“Driver Identification Card” means and includes a physical or electronic form approved by Rothesay containing the following information:

- (a) The first and last name and photograph of the Driver;
- (b) The make, model and license plate number of the Ridesharing Vehicle operated by the Driver; and
- (c) The name and contact information of the Vehicle-for-Hire Company;

“Insurance Act” means the Insurance Act, R.S.N.B. 1973, c. I-12, and amendments thereto.

“License” means a Ridesharing Company License issued under section 4 of this By-law);

“Motor Vehicle Act” means the Motor Vehicle Act, R.S.N.B. 1973, c. M-17, and amendments thereto;

“Passenger” means an individual transported by a Driver in a Ridesharing Vehicle in affiliation with a Vehicle-for-Hire Company;

“Private Passenger Vehicle” means a motor vehicle designed and used primarily for the transportation of persons without remuneration and does not include a bus or taxicab;

“Ride” means the transportation of one or more Passengers in a Ridesharing Vehicle from the pick-up location to the drop-off location;

“Ridesharing Vehicle” means a Private Passenger Vehicle affiliated with a Vehicle-for-Hire Company used to provide a Vehicle-for-Hire Services;

“Ridesharing Vehicle Identifier” means a decal, vehicle light, or other identifier, in a form approved by Rothesay, which displays the name and/or logo of a Vehicle-For-Hire Company;

“Technology Platform” includes any electronic-based software, cellphone, or other technological service which permits Passengers to obtain transportation from a Vehicle-for-Hire Service or Vehicle-for-Hire Company;

“Vehicle-for-Hire Company” means a person or company who uses or offers a Technology Platform to facilitate the offer of Vehicle-for-Hire Services;

“Vehicle-for-Hire Service” means a service consisting of the prearranged transportation of Passengers for compensation offered by a Driver of a Ridesharing Vehicle through a Vehicle-for-Hire Company within Rothesay, but does not include any:

- (a) “Vehicle for Hire” that is already regulated by the Rothesay Taxi By-law; or
- (b) Bus transportation service or business.

Interpretation

3 Rules for interpretation of the language used in this By-law are contained in the lettered paragraphs as follows:

- (a) The captions, article and section names and numbers appearing in this By-law are for convenience of reference only and have no effect on its interpretation.

- (b) This By-law is to be read with all changes of gender or number required by the context.
- (c) Each reference to legislation in this By-law is printed in *Italic font*. The reference is intended to include all applicable amendments to the legislation, including successor legislation. Where this By-law references other by-laws of Rothesay, the term is intended to include all applicable amendments to those by-laws, including successor by-laws.
- (d) The requirements of this By-law are in addition to any requirements contained in any other applicable by-laws of Rothesay or applicable provincial or federal statutes or regulations.
- (e) If any section, subsection, part or parts or provision of this By-law, is for any reason declared by a court or tribunal of competent jurisdiction to be invalid, the ruling shall not affect the validity of the By-law as a whole, nor any other part of it.
- (f) The Schedules attached to this By-law are included in and shall be considered part of this By-law.

Vehicle-for-Hire Company License

4(1) Every person who wishes to operate a Vehicle-for-Hire Company in Rothesay shall apply for a Vehicle-for-Hire Company License under this By-law.

4(2) When applying for a License, an applicant shall submit the form attached as Schedule “A” hereto and provide the following information:

- (a) The data security measures that the applicant has in place to protect the personal information of Drivers and Passengers affiliated with the Vehicle-for-Hire Company;
- (b) Proof of the insurance requirement as required by this By-law;
- (c) The number of Ridesharing Vehicles offering Vehicle-for-Hire Service affiliated with the applicant in Rothesay; and
- (d) Payment of all applicable fees required under this By-law, including the basic licensing amount.

4(3) The categories of Vehicle-for-Hire Companies shall be:

- (a) Class A: one hundred vehicles or more (100+);
- (b) Class B: twenty-five (25) to ninety-nine (99) vehicles; and
- (c) Class C: one (1) to twenty-four (24) vehicles.

4(4) Upon the initial application for a License under this By-law, an applicant shall pay the following annual fees to Rothesay:

- (a) Class A - \$7,253.00
- (b) Class B - \$2,469.00
- (c) Class C - \$807.00

4(6) No person shall carry on a Vehicle-for-Hire Company within Rothesay unless they hold a current License issued pursuant to this By-law.

4(7) Every License issued under this By-law shall expire one (1) year after first being issued.

Vehicle-for-Hire Company Licensees – Prohibitions

5 No Vehicle-for-Hire Company shall:

- (a) Breach any applicable prohibition or obligations of License holders under this By-law; or
- (b) Permit any of its Drivers to breach any prohibition or obligation of Drivers under this By-law.

Vehicle-for-Hire Company Licensees – Obligations

6(1) Every Vehicle-for-Hire Company licensee shall have a Technology Platform.

6(2) The Technology Platform shall:

- (a) At the time when transportation is being arranged, provide the Passenger requesting the transportation:
 - (i) The name and contact information of the Vehicle-for-Hire Company licensee;
 - (ii) The first name and photograph of the Driver who will provide the Ride;
 - (iii) The make, model, and license plate number of the Ridesharing Vehicle that will provide the Ride;
 - (iv) Any special surcharge that will be applicable for the Ride;
 - (v) An estimate of the total cost of the Ride; and
 - (vi) The current location of the Ridesharing Vehicle.
- (b) Permit a Passenger to accept or refuse arranged transportation before it begins and to record such acceptance or refusal;
- (c) Provide a secure payment mechanism that is compliant with Payment Card Industry Security Standards Council standards and guidelines;
- (d) Provide a printed or electronic receipt to the Passenger at the end of the Ride that includes information confirming:
 - (i) Fare rate and surcharges;
 - (ii) Total amount paid;
 - (iii) Date and time of pickup;
 - (iv) Location where the Passenger was picked up and dropped off; and
 - (v) First name of the Driver.
- (e) Provide a link where the Passenger may rate or provide comments upon the Vehicle-for-Hire Service or the Driver.

6(3) Every Vehicle-for-Hire Company licensee shall make available to the public on its Technology Platform, and by any other means of its choice, the following information:

- (a) The insurance coverage required to be maintained by the Vehicle-for-Hire Company and by each Driver;
- (b) The applicable screening process for Drivers and Ridesharing Vehicles;

- (c) That Drivers may only provide Vehicle-for-Hire Service that are prearranged using the Technology Platform of the Vehicle-for-Hire Company and cannot accept Passengers by any other means, including street hails or taxicab stands; and
- (d) That Drivers cannot accept cash payment for Rides.

6(4) Every License holder shall issue a Driver Identification Card to each of its Drivers.

6(5) Every License holder shall issue a current Ridesharing Vehicle Identifier to each of its Drivers.

6(6) Every License holder shall keep, in electronic format, a current list of all Drivers and Ridesharing Vehicles being used in Vehicle-for-Hire Service, which shall include:

- (a) the full name, address, and telephone number of each Driver;
- (b) the make, model, and license plate number of each Ridesharing Vehicle being used in Vehicle-for-Hire Service; and
- (c) the Ridesharing Vehicle Identifier.

Drivers

7(1) License holders shall ensure that each Driver offering Vehicle-For-Hire Service meets the following requirements:

- (a) is at least 19 years of age;
- (b) has been issued a valid driver's license for the operation of a motor vehicle for the current year pursuant to the *Motor Vehicle Act* (Class 4) and regulations thereunder, and
- (c) has been advised and consents to the information under this section of this By-law being submitted to Rothesay for the purposes of auditing or ensuring compliance with this By-law.

7(2) A License holder shall obtain a criminal record check that includes a Vulnerable Sector Check that is less than ninety (90) days old and driver's record abstract less than thirty (30) days old for each Driver:

- (a) prior to issuing a Driver Identification Card; and
- (b) every twelve (12) months thereafter.

7(3) Every License holder shall:

- (a) review the records contemplated at subsection 7(2) of this By-law;
- (b) ensure that the Driver does not have any outstanding criminal charges; and
- (c) terminate the relationship with any Driver who is not suitable for providing Rides.

7(4) Every License holder shall be responsible to ensure that every Driver to whom it has issued a Driver Identification Card complies with all obligations on Drivers imposed by section 12 of this By-law.

7(5) Every License holder shall immediately terminate its affiliation with a Driver and cancel the Driver's Driver Identification Card if:

- (a) the Driver fails to satisfy any of the obligations imposed by section 12 of this By-law; or

- (b) if Rothesay notifies the License holder that the Driver has acted in manner that is adverse to the public interest or public safety.

7(6) Upon termination in accordance with section 7(5) of this By-law, the License holder shall ensure that the former Driver no longer has access as a Driver to the Technology Platform.

Records

8(1) Every License holder shall create and maintain for two (2) years, records containing the following information:

- (a) the total number of Rides provided per year;
- (b) the total number of Drivers providing Rides per year;
- (c) the total number of Ridesharing Vehicles providing Rides per year;
- (d) the Driver and Vehicle-for-Hire Service information corresponding with each requested Ride, including:
 - (i) the full name of the Driver;
 - (ii) the license plate number of the Ridesharing Vehicles providing a Vehicle-for-Hire Service;
 - (iii) the date, time and duration of the Ride;
 - (iv) the location where each Passenger was picked up and dropped off; and
 - (v) hours and minutes spent by the Vehicle-for-Hire Service in transporting each Passenger, including time spent enroute to pick up the Passenger.

8(2) Upon request by Rothesay, the License holder shall make the records listed at subsection 8(1) available electronically to Rothesay within a reasonable time.

8(3) The License holder shall keep all records in respect of each Driver for two (2) years after the Driver ceases to be affiliated with the Licensee.

Insurance

9(1) Every License holder shall obtain and maintain at all times, insurance coverage:

- (a) of at least two-million dollars (\$2,000,000.00) including public liability and property damage;
- (b) from an insurer authorized to issue indemnity insurance policies in the Province of New Brunswick;
- (c) against liability for damages resulting from injury to or death of one or more persons and property damage in any one incident that includes:
 - (i) contingent employers' liability and personal injury;
 - (ii) broad form property damage and occurrence property damage; and
 - (iii) employees as additional insurance, and cross-liability and severability of interest provision.
- (d) in the name of the License holder;
- (e) that names Rothesay as an additional insured;
- (f) that contains Non-Owned Automobile Insurance, issued by a company authorized to issue indemnity insurance policies in the Province of New Brunswick, with limits of not less than

two million (\$2,000,000.00) inclusive, per occurrence for public liability, bodily injury, death and damage to property;

- (g) permitting Drivers to carry Passengers for a Vehicle-for-Hire Company endorsement, or an equivalent endorsement acceptable to Rothesay, included within an automobile liability insurance policy maintained on behalf of every Driver; and
- (h) containing an endorsement requiring the insurer to provide Rothesay with at least thirty (30) days prior written notice of any cancellation or variation of the policy.

9(2) Every License holder shall, upon request, provide Rothesay with proof that each Ridesharing Vehicle offering a Vehicle-For-Hire Service affiliated with the License holder is covered by insurance required under this By-law.

9(3) If a License holder fails to comply with the insurance requirements as set out in this By-law, Rothesay shall immediately suspend their License until such time as they provide proof, to the satisfaction of Rothesay, that they are in full compliance with this By-law.

Number of Ridesharing Vehicles

10(1) Vehicle-for-Hire Companies shall be categorized according to the number of affiliated Ridesharing Vehicles offering Vehicle-for-Hire Services.

10(3) When the number of Ridesharing Vehicles offering Vehicle-For-Hire Services affiliated with a License holder changes, the License holder shall immediately notify Rothesay.

10(4) When the number of Ridesharing Vehicles offering Vehicle-for-Hire Services affiliated with a License holder change and affects the category in which the License was classified, the License holder shall immediately notify Rothesay and, in the event of an increase, shall pay the corresponding fee under section 4 of this By-law within two (2) business days of such notification.

Drivers – Prohibitions

11(1) No person shall hold themselves out as a Driver unless they:

- (a) have been authorized by a License holder to act as a Driver for the Vehicle-for-Hire Company; and
- (b) possess a current Driver Identification Card issued by a License Holder.

11(2) No Driver shall:

- (a) request payment for anything other than as permitted under this By-law;
- (b) refuse a request for a Ride by an individual accompanied by a service animal;
- (c) pick up any Passenger in response to a street hail or by any other means other than through the Technology Platform;
- (d) operate a Ridesharing Vehicle in a Vehicle-for-Hire Service that resembles a taxicab in any manner, such as bearing external advertising or a roof sign;
- (e) operate a Ridesharing Vehicle in a Vehicle-for-Hire Service without the insurance requirements under section 9 of this By-law;
- (f) accept payment of cash for any Rides;
- (g) accept Passengers through any other method other than the Technology Platform;
- (h) smoke or vape or permit any Passenger to smoke or vape in a Ridesharing Vehicle while being used for transportation as a Vehicle-for-Hire Service;

- (i) transport more Passengers than there are effectively operating seat belt assemblies in the Ridesharing Vehicle operating the Vehicle-for-Hire Service; or
- (j) breach any applicable obligations on Driver's imposed by this By-law.

Drivers – Obligations

12(1) Every Driver shall:

- (a) advise and immediately deliver to Rothesay at a location designated by Rothesay any property of the Passenger lost or left in the Ridesharing Vehicle;
- (b) keep their Driver Identification Card in plain sight in the Ridesharing Vehicle at all times when they are providing Rides;
- (c) upon demand by Rothesay, a By-law Enforcement Officer or any Police Officer, produce:
 - (i) their Driver Identification Card;
 - (ii) proof of insurance as required by this By-law; and
 - (iii) any other relevant information pertaining to them or to their operation of the Ridesharing Vehicle;
- (d) on demand by Rothesay, a By-law Enforcement Officer or any Police Officer, submit the Ridesharing Vehicle for inspection at such time and place as specified;
- (e) install the Ridesharing Vehicle Identifier as provided by the License holder, in the front bottom of the passenger's side of the windshield on the Ridesharing Vehicle in such a manner that it is clearly visible and identifiable from the exterior; and
- (f) keep the Ridesharing Vehicle Identifier in its required location whenever they are providing transportation.

12(2) Every Driver shall ensure that the Ridesharing Vehicle being used in a Vehicle-For-Hire Service:

- (a) is no more than eight (8) years old;
- (b) is equipped with winter traction tires during the months of January, February, March and December; and
- (c) has a valid and current certificate of inspection showing that the vehicle has been inspected pursuant to the provisions of the *Motor Vehicle Act*, at the time the Driver begins to provide Rides and annually thereafter.

Enforcement

13 Council may, for the purposes of the administration and enforcement of this By-law appoint By-Law Enforcement Officers who may exercise such powers and perform such duties as set out under this By-law or in the *Local Governance Act*.

Offences

14 Every person who violates any provision of this By-law is guilty of an offence and liable upon summary conviction to a fine of not less than five hundred dollars (\$500.00) and not more than two thousand one hundred dollars (\$2,100.00).

Administrative Penalties

15(1) Rothesay may require an administrative penalty to be paid with respect to a violation of a provision of this By-law as set out in subsection 15(2).

15(2) A person who violates any provision of this By-law may pay to Rothesay within 30 calendar days from the date of such violation an administrative penalty of two hundred and fifty dollars (\$250.00), and upon such payment, the person who committed the violation is not liable to be prosecuted therefor.

IN WITNESS WHEREOF Rothesay has caused the Corporate Seal of Rothesay to be affixed to this By-law the ____ day of _____, 2024 and signed by:

FIRST READING BY TITLE : 11 December 2023

SECOND READING BY TITLE :

READ BY SUMMARY/SECTION NUMBER
(Advertised as to content on the Rothesay website in accordance with the *Local Governance Act*, SNB (2017) c. 18) :

THIRD READING BY TITLE AND ENACTED :

MAYOR

CLERK

Schedule A

Application for Vehicle-for-Hire Company License

To Be Completed By Applicant:

Applicant's Name: (Please Print) _____

Applicant's Address: _____

Telephone: _____ (Day)

Proposed Company Name: _____

Proposed Company Location: _____

Status: Individual Partnership Corporation

If the applicant is a partnership, a copy of the partnership agreement must be attached.

If the applicant is a corporation, a copy of the article of incorporation must be provided with certificate that the applicant is a corporation in good standing with Service New Brunswick Corporate Registry.

If the applicant is a partnership or corporation, list the members of the partnership or the officers and directors of the corporation.

Name	Date of Birth
_____	_____
_____	_____
_____	_____

Number of Ridesharing Vehicles: _____

List of Ridesharing Vehicles by License Plate Number (attach additional list if necessary):

Please outline the data security measures the applicant has in place to protect the personal information of Drivers and Passengers affiliated with the Vehicle-for-Hire Company (attach additional paper if necessary):

Do you or any of the officers, directors or partners, or the company have any convictions for any offences under the *Criminal Code of Canada*, the *Controlled Drug and Substances Act*, the *Food and Drug Act of Canada*, the *Young Offenders Act* or the *Liquor Control Act* within the last five years? If "YES" explain the nature of the offence(s) in the space provided below. (Notwithstanding the foregoing, "criminal record" includes any pardons and criminal offences found within the Schedule to the *Criminal Records Act*.)

NO YES

Signature of Applicant: _____

~~Rothesay Ridesharing By-law No. 184~~

To Be Reviewed By Applicant:

It is the responsibility of the applicant to complete the form correctly.

CHECKLIST:

Please complete all documents prior to submitting Application Package to Rothesay.

Check off boxes to ensure your Application can be processed.

- Applicant has attained the full age of 19 years.
- Application Form – completed by Applicant.
- Confirmation of insurance as identified under the *Rothesay Ridesharing By-law*.
- Checklist – reviewed by Applicant.
- Present completed Application Package in person to the Rothesay Town Clerk.

Town Hall
70 Hampton Road
Rothesay, NB E2E 5L5

Telephone: (506) 848-6600
Hours of Operation:
Monday to Friday, 8:00AM – 4:30PM
Closed from 12:00 to 1:00 pm

- Payment for Vehicle-for-Hire Company License:

The following fees shall be paid to Rothesay upon application for a Vehicle-for-Hire Company License under this By-law:

- (a) Class "A" - \$7253.00
- (b) Class "B"- \$2469.00
- (c) Class "C"- \$807.00

The following fees shall be paid to Rothesay upon renewal for a Vehicle-for-Hire Company License under this By-law:

- (a) Class "A" - \$7253.00
- (b) Class "B"- \$2469.00
- (c) Class "C"- \$807.00

(For payment by cheque: make cheque payable to Rothesay)

To be completed by the By-Law Enforcement Officer:

This application is: APPROVED DENIED

Reason(s) for denial _____

Signature: _____
By-law Enforcement Officer

Date: _____
Year/Month/Day



ROTHESAY MEMORANDUM



TO : Mayor Grant and Council
FROM : Nominating Committee Recording Secretary
DATE : 29 December 2023
RE : Committee Appointment Error

RECOMMENDATION:

Council appoint Danielle (Dani) Bourque to the Rothesay Parks and Recreation Committee for a term to expire 31 December 2025.

Background:

Council ratified the recommendations of the Nominating Committee at its December Council meeting. At that time, Dani Bourque was appointed to the Kennebecasis Public Library Board. Subsequently, it was discovered there was a clerical error and there are no vacancies on the Library Board until December 2024.

It is the Clerk's understanding there has been a challenge on occasion with obtaining a quorum for the Parks and Rec Committee (P&R) – which was her first choice.

The Procedural By-law indicates a **minimum** of six appointees to the P&R Committee. The Nominating Committee is recommending another appointment to that Committee. This could increase the likelihood of obtaining a quorum – the addition of an additional appointee does not affect the number required (currently 5 and will remain at 5).

Counc. McGuire has spoken with Ms. Bourque and she is happy to serve on the Parks and Recreation Committee.



70 Hampton Road
Rothesay, NB
E2E 5L5 Canada

Rothesay Council
January 8, 2024

TO: Mayor Grant and Members of Rothesay Council

SUBMITTED BY:



John Jarvie, Town Manager

DATE: January, 8 2024

SUBJECT: Zamboni Purchase Rothesay Arena

RECOMMENDATION

It is recommended that Mayor and Council approve the purchase of a 2024 Zamboni 526 from Saunders Equipment Ltd (Fredericton, N.B.) for the price of \$122 950.00 plus HST and further that the Director of Parks and Recreation be authorized to issue a purchase order in that regard.

BACKGROUND FOR INFORMATION

The 2024 General Fund Capital Budget included Funding for the purchase of a new ice resurfacer for the Rothesay arena. The current machine was purchased in 2015.

Analysis

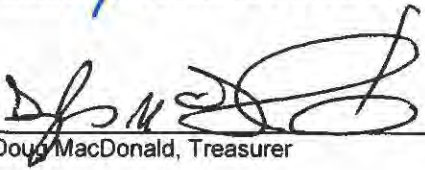
Since opening in 1972 the Rothesay arena has been serviced by a Zamboni ice resurfacer. Staff is of the opinion that Zamboni produces a top-quality ice surface and that it is important we stay consistent in our equipment purchases. (The Rothesay common is serviced by a Zamboni also) Quotes were solicited from the following companies:

Zamboni Company Ltd (Brantford, Ontario)- \$125 750.00 plus HST
Saunders Equipment Ltd (Fredericton, N.B.)- \$122 950.00 plus HST

An allocation of \$140,000 was included in the 2024 general fund capital budget for the purchase of this

piece of equipment. As the equipment is related to the arena operation the Town is eligible for a full HST rebate, therefore our total cost is the quoted amount prior to HST.

Report Prepared by: 
Charles Jensen, Director of Parks and Recreation

Report Reviewed by: 
Doug MacDonald, Treasurer

A copy of this report can be obtained by contacting the Rothesay Town Clerk, 70 Hampton Road, Rothesay, NB E2E 5L5 (506-848-6664).



57 Pepin Road
Vanier Industrial Park
Fredericton, NB E3B 8J9
Ph. (506) 458-9460 Fax (506) 458-0186
Website: www.saundersequipment.com

QUOTE

Date: November 27, 2023

To: Town of Rothesay
Ryan Kincade

From: Saunders Equipment Ltd.
Cody Brewer

Phone: 506-848-6633

Phone: 506-470-1113

Email: ryankincade@rothesay.ca

Email: cbrewer@saundersequipment.com

1- New 2024 Zamboni 526 Ice Resurfacers Front Dump \$ 122,950.00 + Hst

Propane Powered, Mitsubishi 2.4 Litre, 4 Cylinder Fuel Efficient Engine
Hydrostatic Transmission, Four Wheel Drive, Power Steering
Standard Board Brush, Propane Low Indicator Light
Low Oil/High Water Temp Auto Engine Shutdown System
3-Way Catalytic Converter/Lambda Fuel Management System
Audible Alarm - High Temperature / Low Oil
Gauge Pkg (Voltmeter, Oil Pressure & Coolant Temperature)
Ice Making Water Tank (Poly Non-Rusting 727 Litres)
Water Level Sight Gauge, Main Tank - Gravity Type
Stainless Steel Spreader Pipe, Water Tank Drain Valve
Wash Water System with 273 Litre Tank
Tire Wash System
Fiberglass Snow Tank, Capacity 2.83 m³ (3.54 Compacted)
Front Guide Wheel and Conditioner Guide Rail
Hydrodynamic and Drum Braking with Mechanical Park Brake
16" Tungsten Carbide Studded Tires & Aluminum Wheels
Paint - Standard Zamboni Blue & White or All White, Conditioner Powder Coated Black
(2) Blades, (1) Spreader Cloth, (1) Digital Parts & Service Manual, (1) Full Size Spare Tire
Zamboni 2 Year or 2,000 Hour Warranty



ZAMBONI

FOB - Rothesay, NB. Current Estimated Delivery = Approx. 8-10 Months

Pricing and specifications are subject to change. All prices quoted, plus tire levies (If applicable), and HST.
Training provided on the operation & maintenance of the Zamboni by our factory trained, propane licensed technician upon delivery.



ZAMBONI COMPANY LTD.

38 Morton Ave East, P.O. Box 1388, Brantford, ON, N3T 5T6 | P 519.758.5000 | F 519.758.0500 | zamboni.com

December 5, 2023

Town of Rothesay
Rothesay, New Brunswick

ATTN:
Ryan Kincade
Facilities Manager
Phone: +1 506-848-6633
Email: ryankincade@rothesay.ca



PROPOSAL

“The principal product you have to sell is the ice itself.”

– Frank J. Zamboni

Maintaining an ice surface presents a multitude of challenges. Having efficient and reliable resurfacing equipment should not be one of them. Driven by our founder's commitment to innovation, we put our product to the test in the harsh environment it will call home. Every feature is deliberately designed to make resurfacing easier and to ensure that the end result is an exceptional sheet of ice. Built by hand. One at a time. The result is an ice resurfacing machine legendary for its quality, durability and superior performance.

MODEL 526:

The powerful high-output compact engine introduces a new era of fuel efficiency, providing significant savings and a cleaner arena environment. The 2.4 L engine can be configured for gasoline, propane or CNG fuel. On-dash diagnostics with programmed maintenance notifications provide engine performance data on the go. The hydrostatic transmission and powerful double pump for the augers deliver strong conveyor performance at any speed. Our unrivaled down pressure system ensures that all you leave behind is perfect.

INNOVATION:

Our commitment to constant innovation is an investment in the end product. We apply decades of experience working with facility owners and operators into every decision we make. Automated processes provide a consistent end result and reduce the chance for operator error. Opportunities to retrieve and display data from the machine provide a new tool in rink management. The incremental and continued introduction of new and better technologies to our ice resurfacing equipments facilitates savings of time and valuable resources.

ZAMBONI®

QUALITY:

Zamboni sets the standard of quality to which the industry is held. The Zamboni Company holds itself to an even higher standard with ongoing assessment and meticulous quality control, resulting in products which consistently produce the finest sheet of ice even after many years of use. Our rugged four-wheel drive chassis is hand-built using strong all-welded steel tubing. Premium materials and components are used throughout. We continually collaborate with our customers to ensure the products that will ultimately end up in their facility exceed the high expectations of quality associated with our brand.

VALUE:

Zamboni has a well-deserved reputation as the Industry Leader. One which we don't take for granted. Our products have the lowest cost of operation and maintain the highest residual value. A network of Zamboni Authorized Distributors and our own Customer Service teams provide local service and support for our products. In the world of ice, time is money and unreliable equipment can be a show-stopper. Yet another reason that worldwide, more facility operators choose Zamboni for their ice resurfacing needs. Nothing else is even close.

MACHINE SPECIFICATIONS:

Machine specifications are available online.

MANUFACTURER'S STATEMENT:

This machine is proudly designed and manufactured in Brantford, Ontario by Zamboni Company Ltd., a Canadian company.

WARRANTY:

Twenty Four (24) months or 2,000 hours, whichever comes first, parts replacement only. Mileage and travel time are not covered under warranty.

SAFETY STANDARDS:

This machine is engineered to meet or exceed OSHA and ANSI safety labeling requirements. In addition to digital safety information, operating instructions and service manuals being provided with the delivery of the machine, all owners/operators have access to all of these materials online at www.zamboni.com to view and download at any time.

FOR ADDITIONAL INFORMATION:

zamboni.com/machines/model-526

zamboni.com/options

2024 Zamboni 526 **\$ 125,750.00**

Propane powered (tanks not included). Hydrostatic Transmission, 4 Wheel Drive, Wash Water System, Standard Board Brush, Black Powder Coated Conditioner

Blades Included (2), Conditioner Poly Side Plate, Aluminum Wheels

Catalytic Converter 3-Way, Guide Wheel, Parking Brake, Stainless Steel Spreader Pipe, Gauge Package
Propane Low Fuel Light, Paint: Choice of 2 Standard Colors

ADDITIONAL EQUIPMENT:

Tire Wash System Included
Water Level Sight Gauge Included

UNIT COST	\$ 125,750.00
ADDITIONAL EQUIPMENT COST	\$ 0
SUBTOTAL	\$ 125,750.00
TRANSPORTATION	\$ INCLUDED
NET TOTAL	\$ 125,750.00

F.O.B:

Rothesay, New Brunswick, Canada

TERMS:

Net 30 days on approved credit.
Shipment 300 days or sooner from receipt of order. Pricing firm for 30 days.
HST Extra

THANK YOU:



December 5, 2023

Greg Dean
Vice President, Sales and Brand

Date

Zamboni Company Ltd.
38 Morton Ave. East, P.O. Box 1388
Brantford, Ontario N3T 5T6 CANADA
Phone: +1 519 758 5001 Fax: +1 519 758 0500



ROTHESAY MEMORANDUM



TO : Mayor and Council
FROM : Town Clerk Mary Jane Banks
DATE : 3 January 2024
RE : Recreation Master Plan presentation

RECOMMENDATION:

Council schedule a special public meeting for **Monday, January 15, 2024 at 6:00 p.m.** (immediately preceding a public hearing) for a presentation of the draft Recreation Master Plan.

A draft copy of the Recreation Master Plan is attached for your review.

Mary Jane Banks, BComm
Town Clerk

