



ROTHESAY
MEETING AGENDA
Wells Community Centre
7:00 p.m.
Monday, July 21, 2025



Millennium Drive/Campbell Drive Development Proposal
Mixed-Use Development - PIDs 30227086 and 00173443 (portion)

1. **Introduction** Mayor Grant
2. **Documentation**
 - 27 June 2025 Public meeting notice posted to website
 - 17 July 2025 Memorandum from DPDS Reade, P.Eng., RPP MCIP
 - Amended Draft Development Agreement
 - 4 July 2025 Staff Report to Planning Advisory Committee (w/o attachment)

Appearances:

 - Presentation DPDS Mark Reade, P.Eng., RPP MCIP**
Rothsay Development Officer
 - Presentation Greg Zwicker, zzap Consulting Inc. on behalf of**
Landmark Living Ltd.

Comments: Comments attached (9)
3. **Adjournment**

2025 only (2103) 848-6600 (24/7 service) Campbell Drive, Rothesay, BC V4A 1A1

ROTHESAY

PUBLIC MEETING NOTICE – MILLENNIUM DRIVE MIXED-USE DEVELOPMENT PROPOSAL

27 June 2025

Rothesay Council has received an application from zzap Consulting Inc. on behalf of Landmark 661 Ltd. for 22.8 hectares (56.4 acres) of land zoned Millennium Park Zone [MP] (PID 30227086 and a portion of PID 00173443). The application requests that the Town enter into a development agreement that would allow for the development of a mixed-use development on lands bounded by Campbell Drive, Millennium Drive and Wedgewood Drive.

The proposal includes 1277 dwelling units of varying sizes and building forms along with a commercial floor area of 8174 square metres (93.801 square feet). The proposed development will include single-detached lots in the northern portion of the site adjacent to existing single unit dwellings along Wedgewood Drive, with stacked townhouse units and 16 four storey buildings in the southwestern portion of the site. Seven of the four storey buildings will incorporate ground floor commercial uses, with residential development on the upper floors. Nine of the four storey buildings will have four floors of residential development.

The land in question is zoned Millenium Park Zone (MP) which allows for commercial and resi
uses where all development is controlled by way of a contractual agreement with Council.



Figure 1 – Site Location

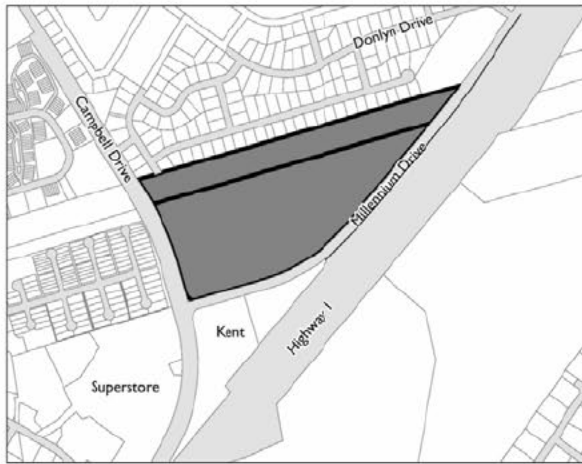


Figure 2 – Site Plan



The public is invited to a meeting on **Monday, July 21, 2025, at 7:00 p.m.** at the **Wells Community Centre, 75 French Village Road**, whereby the applicant will present their development proposal to the public and to allow the public to provide their comments. Written comments will be received by the Town Clerk until Wednesday, July 16, 2025 (rothesay@rothesay.ca). Comments received will be provided to Rothesay Council for the August 11, 2025, Council meeting.

For more information regarding the proposal please contact Mr. Mark Reade, Director of Planning and Development, Rothesay, at (506) 848-6609 or markreade@rothesay.ca.





70 Hampton Road
Rothesay, NB
E2E 5L5 Canada

Rothesay Council
July 17, 2025

TO: Mary Jane Banks, Town Clerk

SUBMITTED BY:

Mark Reade, Director of Planning and Development Services

DATE: 2025 July 17

SUBJECT: **Mixed-use Development Proposal – Millennium Drive at Campbell Drive**

RECOMMENDATION REPORT

RECOMMENDATION

Council HEREBY authorizes the Mayor and Clerk to enter into a development agreement, as amended, with Landmark Living Inc. for the development of a mixed-use development at the intersection of Millenium Drive and Campbell Drive (PID 30227086 and a portion of PID 00173443).

ORIGIN

On July 15, 2025, the Rothesay PAC reviewed an application by zzap Consulting Inc. on behalf of Landmark Living Inc. to construct a mixed residential and commercial development on lands in the northeast corner of the Millennium Drive / Campbell Drive intersection. Scott Brothers Ltd. (PID 30227086) and Sandra Jean Shea (portion of PID 00173443) currently own the lands.

The proposal would include 1277 dwelling units and 8715 square metres of commercial space. A mix of building forms is proposed including: 34 single detached units, 144 stacked townhouse units, 9 mid-rise residential buildings and 7 mixed-use buildings.

In reviewing the application, PAC passed a Motion recommending Council enter into a Development Agreement.

MOVED by M. Graham and seconded by T. Davis the Planning Advisory Committee recommends that Council enter into an agreement with Landmark Living Inc. for the development of a mixed residential and commercial development on PID 30227086 and a portion of PID 00173443.

The Committee also recommended amendments to the agreement, including one to Section 5(d)(iii) regarding lighting, and inclusion of a phasing plan and construction access plan within the agreement.

MOVED by R. Forte and seconded by T. Davis Section 5(d)(iii) be amended to read as follows:

“On-site lighting – that minimizes glare, shadows, light pollution, and light trespass, and which protects our night sky – of the main entrances, any outdoor amenity space, parking areas, and pedestrian walkways;”

ON THE QUESTION:

Town Clerk Banks cautioned that “which protects our night sky” may be ambiguous and unnecessary because of the words before it. She also suggested “the” be used in place of “our”. She offered that the lighting from neighbouring commercial properties such as Kent and Superstore may also impact the area. There was agreement from the mover and seconder to strike “which protects our night sky” from the motion.

Amending motion, CARRIED.

MOVED by M. Graham and seconded by R. Forte to add a schedule to the development agreement to include a phasing plan and construction access plan.

Amending motion, CARRIED.

MAIN motion, as amended, CARRIED.

Staff have revised the development agreement to incorporate the Committee’s amendments.

Rothesay

DEVELOPMENT AGREEMENT

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

Parcel Identifier 30227086, 00173443
of Parcels Burdened
by Agreement:

Owner of Land Parcels: **Landmark Living Inc.**
1 Malabean Lane
Rothesay, New Brunswick
E2E 2G2 (Hereinafter called the "Developer")

Agreement with: **Rothesay**
70 Hampton Road
Rothesay, New Brunswick
E2E 5L5 (Hereinafter called the "Town")

a body corporate under and by virtue of the Local
Governance Act, RSNB 2021, Chapter 18, located
in the County of Kings and Province of New
Brunswick

WHEREAS the Developer is the registered owner of certain lands located at the intersection of Campbell Drive and Millenium Drive (PIDs 30227086 and 00173443), and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands").

AND WHEREAS the Developer is now desirous of entering into a development agreement to allow for the development of a mixed-use development including a maximum of 1277 dwelling units and 8715 square metres of commercial floor area as described in Schedules A through F. (herein after called the "Project")

AND WHEREAS Rothesay Council did, on xxxxx xx, 2025 authorize the Mayor and Clerk to enter into a Development Agreement with Landmark Living Inc. to develop a mixed-use development on the Lands.

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

- 1. The Developer agrees that the total area of ground floor commercial uses in the development shall not exceed 8715 square metres and that the total number of residential units situated on the Lands shall not exceed 1277 dwelling units.

Schedules

- 2. The Developer agrees to develop the Lands in a manner, which, in the opinion of the Development Officer, is generally in conformance with the following Schedules attached to this Agreement:
 - a) Schedule A Legal Description of Parcels
 - b) Schedule B - Site Plan
 - c) Schedule C - Building Topology Plan
 - d) Schedule D - Proposed Subdivision Layout
 - e) Schedule E - Building and Landscape Design Elements
 - f) Schedule F – Phasing and Construction Access Plan

Site Development

- 3. The Developer agrees that except as otherwise provided for herein the use of the Lands shall comply with the requirements of the Rothesay Zoning

By-Law and Subdivision By-Law, as may be amended from time to time.

4. The Developer agrees to develop the Lands in a manner, which, in the opinion of the Development Officer, is generally in conformance with **Schedules B, C, and E** in addition to the following requirements:
 - a) Notwithstanding the requirements of the Millenium Park (MP) zone, building heights within the development are limited to a maximum of four stories and limited to a maximum height of 20 metres. This provides for storey heights of 4 metres for ground floor commercial uses and between 3 metres and 3.5 metres for upper residential floors with an overall building height in the 17 to 20 metre range.
 - b) Parking to be in general conformance of the Rothesay Zoning By-Law.
 - c) Loading and unloading areas for all buildings on the subject property shall be developed in accordance with the requirements of the Rothesay Zoning By-Law.
 - d) Any signage must meet all of the requirements of By-Law No. 3-10 A By-Law Respecting Signage In Rothesay, as may be amended from time to time, and all signage requires a sign permit.
 - e) All landscaped areas shall be covered with live material including trees, shrubs, groundcover or sod or other natural materials to the satisfaction of the Development Officer.
 - f) Prior to issuance of a building permit for any structure on the subject property or a development permit, a site plan shall be provided detailing the development subject to the building or development permit application as well an updated conceptual site plan for the development of the entire subject property.
 - g) Prior to the issuance of the building permit for the first structure on the subject property, a conceptual storm water management plan for the entire property shall be provided to the satisfaction of the **Town Engineer or their designate**.
 - h) Increases in the permitted gross floor area of the overall development and any proposed use not specifically listed as a permitted or conditional use may be considered by amendment to this agreement.
 - i) Nothing in this agreement shall prohibit or in any way limit the Developer's right to apply for a variance pursuant to the provisions of the *Community Planning Act*.
 - j) The provision of single-unit dwellings along the northern boundary of the site, as proposed by the developer, is considered to conform to the buffering requirements of the Millenium Park (MP) zone notwithstanding the requirements of the Millenium Park (MP) zone for landscaped buffering and development of garden homes adjacent to areas of existing residential development.
 - k) The developer is required to provide and maintain a sufficient number of either affordable or accessible dwelling units within the development in accordance with the policy direction established in the Municipal Plan to allow for the increased density of 13% beyond that permitted in the Millenium Park (MP) zone.
 - l) Buildings may be situated on individual lots, notwithstanding the standards of the Millenium Park (MP) zone, including those related to lot area and lot coverage.

- m) Costs for the installation of municipal infrastructure to support the development along with the upgrading of any downstream municipal infrastructure are the Developer's cost and responsibility to complete.

Architectural Guidelines

5. The Developer agrees that an objective of this development is to provide a high quality and visually attractive development, which exhibits an architectural design that reinforces the community character and that is generally consistent with the existing building styles in Rothesay. The Developer agrees to ensure the following:
- a) The architectural design of the buildings shall be, in the opinion of the Development Officer, generally in conformance with **Schedules C and E**.
 - b) All exterior mounted ventilation and related mechanical equipment, including roof mechanical units, shall be concealed by screening in a manner to reduce clutter, **noise**, and negative impacts on the architectural character of the building.
 - c) Exterior elevations of buildings within the development are to have a cohesive design incorporating elements including but not limited to similar colours, siding materials and door and window proportions and trim, subject to the approval of the Development Officer.
 - d) Buildings oriented onto a public or private street shall have entrances oriented towards the public or private street and contain a prominent main entrance that incorporates:
 - i. A covered entrance with weather protection;
 - ii. Pedestrian connectivity to the public sidewalk and to the parking area;
 - iii. **On-site lighting that minimizes glare, shadows, light pollution, and light trespass, of the main entrances, any outdoor amenity space, parking areas, and pedestrian walkways;**
 - iv. The use of materials, colours, massing, and/or landscaping to make the entrance clearly identifiable to residents and visitors.
 - e) Ground floors of the **multi-unit** residential and mixed-use buildings must incorporate large windows, balconies, or architectural features to activate the streetscape. Front façades of these buildings must be articulated with various architectural elements such as balconies, windows, and material changes to break up the mass of the building.
 - f) Facades of the mixed-use and **multi-unit** residential buildings facing a public street must have an overall fenestration ratio of not less than 15%.
 - g) Street facing facades of ground-floor commercial areas within a building must have a fenestration ratio of not less than 50%
 - h) Pedestrian connectivity **shall** be incorporated into the site design, connecting all building entrances with public sidewalks, parking areas, and common amenity spaces.
 - i) For sites incorporating multiple residential buildings, connectivity shall exist between the separate buildings.
 - j) Stacked Townhouses incorporating garages shall not have a garage door that exceeds 75 percent of the building façade width.

- k) Front façades of the stacked townhouse units shall be articulated or incorporate differentiation in materials or specific design elements to denote individual townhouse units.
- l) No roof shall be designed or oriented to direct snow, ice or rainwater onto a public or private street or sidewalk.

Subdivision

- 6. The Developer will be required to submit a Tentative Plan of Subdivision for the vesting of Public Streets and any required Local Government Services Easements in accordance with the Provisions of the *Community Planning Act, SNB 2017, c19*.
- 7. The creation of new lots within the development through the subdivision process will be subject to the payment of money in lieu of Land for Public Purposes. The amount of the payment will be determined by the Development Officer at the time the Tentative Plan of Subdivision is approved, in accordance with the Subdivision By-Law.
- 8. Any necessary easements be granted gratuitously to Rothesay or other utilities.

Environmental Permitting

- 9. The Developer shall obtain the required permits from the Department of Environment and Local Government including but not limited to a Watercourse and Wetland Alteration permit, and a successful exemption allowing the development of commercial uses over a portion of the Carpenter Pond Watershed. Copies of these approvals shall be submitted to the Development Officer prior to the issuance for the first building or development permit for the proposed development.

Storm Water

- 10. The Developer shall carry out, subject to inspection and approval by Town representatives, the installation of a storm water system. The design of such system will be required to be approved by the Town prior to the issuance of any building or development permits for the development. The Developer agrees to accept responsibility for all costs associated such installation including the following:
 - a. Construction, to Town standards, of a storm water system including pipes, fittings, precast sections for manholes and catch basins capable of removing surface water from the entire developed portion of the lands to a predetermined location selected by the Developer's Engineer and approved by the Town Engineer or their designate; and
 - b. The Developer agrees to submit such plans for approval as required by the Town, conforming with the Town's design schematics and construction standards, unless otherwise acceptable to the Town Engineer or their designate, prior to commencing any work on the storm water system.
- 11. The Developer agrees that all roof leaders, down spouts, and other storm water drains from the building, parking lot and landscape features shall not be directed or otherwise connected or discharged directly to the Town's storm water or sanitary collection system.
- 12. The Developer agrees to provide to the Town Engineer or their designate written certification of a Professional Engineer, licensed to practice in New Brunswick that the storm water system has been satisfactorily completed and constructed in accordance with the Town specifications.

Municipal Streets

13. All proposed streets be designed generally in accordance with the guidelines of the Transportation Association of Canada and to the satisfaction of the Development Officer and the **Town Engineer or their designate.**
14. 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 plans 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. supply and maintenance of for a period of two (2) years the topsoil, sod, landscaping and the planting of street trees calculated as no more than one tree for each 10 metres measured along the linear centre line of the public street right of way, planted on location(s) approved by Rothesay and where such street trees are as follows:
 - i. Not smaller than six centimetres (6 cm) in diameter measured at a point being 2 metres 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.
 - f. Engineering design and inspection of those works referred to in clauses b), c), d), and e) of this section.
15. The Developer agrees to provide signed documentation and progress reports from a practicing Professional Engineer, licensed in New Brunswick ensuring that applicable codes and standards have been met and that the work was completed and utilizing such materials as in accordance with the terms of this Agreement and approved specifications.
16. 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.
17. Rothesay reserves the right to assign or rename public street names, notwithstanding that names may not correspond with existing names.
18. 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.
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.

Municipal Sidewalks

20. The Developer shall carry out and pay for the entire actual cost of sidewalks and associated barrier curbing as required to comply with Town standards within the Public Street rights-of-way to be developed, subject to inspection

and approval by the Town Engineer or their designate, including the engineering design and inspection of the works.

Intersection Improvements

21. The Developer is responsible for the following transportation network improvements as identified in the traffic impact study completed for the development:
- a) Construction of an eastbound left turn lane with a storage length of 40 metres at the Site Access A / Millennium Drive intersection. This is required at Phase 1 of the development.
 - b) Construction of an eastbound left turn lane with a storage length of 25 metres at the Site Access B / Millennium Drive intersection. This is required at Phase 3 of the development.
 - c) Installation of traffic signals at the intersection of Millennium Drive and Site Access A. This is required at Phase 3 of the development.
22. The Town and Developer agree that the design and construction of the intersection and related improvements shall be solely determined by the Town.

Water Supply

23. The Developer shall pay the Town a payment of \$412,550.89 for the costs of extending servicing to PID 30227086 in addition to any costs payable for the extension of services to the portion of PID 00173443 that is part of the subject site. These payments are due prior to the issuance of the building permit for the first building in the development.
24. The Developer agrees to connect to the Town's nearest and existing water system at a point to be determined by the Town Engineer or their designate and utilizing methods of connection approved by the Town Engineer or their designate.
25. The Town agrees to supply potable water for the purposes and for those purposes only for a maximum of 1277 dwelling units and 8715 square metres of commercial floor area and for minor and accessory purposes incidental thereto and for no other purposes whatsoever.
26. The Developer agrees to pay the Town a fee for connection of the buildings to the Town water system including sprinkler feed to the Town water system calculated in the manner set out in By-Law 1-18, Rothesay Water By-Law as amended from time to time, to be paid to the prior to the issuance of the building permit for each building.
27. The Developer agrees that the Town does not guarantee and nothing in this Agreement shall be deemed a guarantee of an uninterrupted supply or of a sufficient or uniform water pressure or a defined quality of water. The Town shall not be liable to the Developer or to any person, firm or corporation for any damage or injury caused by the interruption of the supply of water, the lack of uniform pressure thereof or the quality of water.
28. The Developer agrees that all connections to the Town water mains shall be approved and inspected by the Town Engineer or their designate prior to backfilling and that the operation of water system valves is the sole responsibility of the Town.
29. The Developer agrees to comply with the Town's Water By-Law and furthermore that a separate water meter shall be installed, at their expense, for each residential and commercial connection made to the Town's water system.

30. The Developer agrees that the Town may terminate the Developer's connection to the Town water system in the event that the Town determines that the Developer is drawing water for an unauthorized purpose or for any other use that the Town deems in its absolute discretion or if an invoice for water service is more than 90 days in arrears.
31. The Developer agrees to provide, prior to the occupation of any building in the development, written certification of a Professional Engineer, licensed to practice in New Brunswick that the connection to the Town water system that serves said building has been satisfactorily completed and constructed in accordance with the Town specifications.
32. The developer is responsible for the maintenance of any private hydrants in the development.

Sanitary Sewer

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

Retaining Walls

38. 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.
39. The Developer agrees to obtain from the Town a Building Permit for any retaining wall, as required on the Lands, in excess of 1.2 metres in height and that such retaining walls will be designed by a Professional Engineer, licensed to practice in New Brunswick.

Indemnification

40. The Developer does hereby indemnify and save harmless the Town from all manner of claims or actions by third parties arising out of the work performed hereunder, and the Developer shall file with the Town prior to the commencement of any work hereunder a certificate of insurance naming the Town as co-insured evidencing a policy of comprehensive general liability coverage on "an occurrence basis" and containing a cross-liability clause which policy has a limit of not less than Two Million Dollars (\$2,000,000.⁰⁰) including a project wrap-up liability policy (with no less than

24 months coverage after project completion). The aforesaid certificate must provide that the coverage shall stay in force and not be amended, canceled or allowed to lapse within thirty (30) days prior to notice in writing being given to the Town. The aforesaid insurance coverage must remain in full force and effect during the period available to the Developer pursuant to this agreement to complete the work set out as described in this Agreement.

Notice

41. 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 **Landmark Living Inc.**, 1 Malabeam Lane, Rothesay, New Brunswick, E2E 2G2 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

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

Termination and Phasing

43. The Town reserves the right and the Developer agrees that the Town has the right to terminate this Agreement without compensation to the Developer if the specific proposal has not been completed on or before INSERT DATE being a date 20 years (240 months) from the date of Council's decision to enter into this Agreement. The development will be completed in accordance with the Phasing Plan provided in Schedule F. Access to the site for the purposes of construction shall be managed by the Developer and their contractors in a manner that minimizes impacts on the Town's infrastructure, area residents, and residents of the development. The construction access for the various phases shall be subject to the approval by the Town. Accordingly, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform to the provisions of the Rothesay Zoning By-law.
44. The Developer agrees that should the Town terminate this Agreement the Town may call the Letter of Credit described herein and apply the proceeds to the cost of completing the work or portions thereof as outlined in this Agreement. If there are amounts remaining after the completion of the work in accordance with this Agreement, the remainder of the proceeds shall be returned to the Institution issuing the Letter of Credit. If the proceeds of the Letter of Credit are insufficient to compensate the Town for the costs of completing the work mentioned in this Agreement, the Developer shall promptly on receipt of an invoice pay to the Town the full amount owing as required to complete the work.

Security & Occupancy

45. The Town and Developer agree that Final Occupancy of the proposed building(s), as required in the Building By-Law, shall not occur until all conditions above have been met to the satisfaction of the Development Officer and an Occupancy Permit has been issued.
46. Notwithstanding the storm water management plan prepared for the development and Schedule E of this Agreement, the Town agrees that the Occupancy Permit may be issued provided the Developer supplies a security deposit in the amount of one hundred twenty percent (120%) of the estimated cost to complete the required storm water management and landscaping. The security deposit shall comply with the following conditions:

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

Failure to Comply

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

Entire Agreement

48. 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

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

Reasonableness

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

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

IN WITNESS WHEREOF, each of the parties set out below has caused this Agreement, made in duplicate, to be duly executed by its respective, duly authorized officer(s) as of _____, 2025.

Landmark Living Inc.

Witness:

Developer Name

Rothesay

Witness:

Nancy E. Grant, Mayor

Witness:

Mary Jane E. Banks, Clerk

SCHEDULE A

PID: | **30227086, 00173443**

Schedule B - Site Plan and Phasing Plan

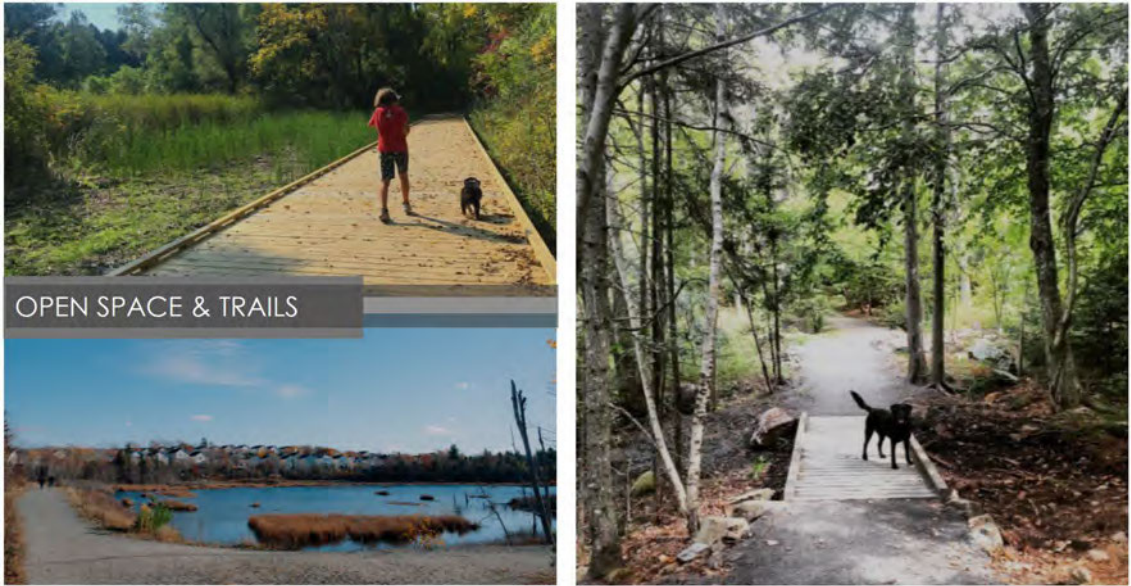


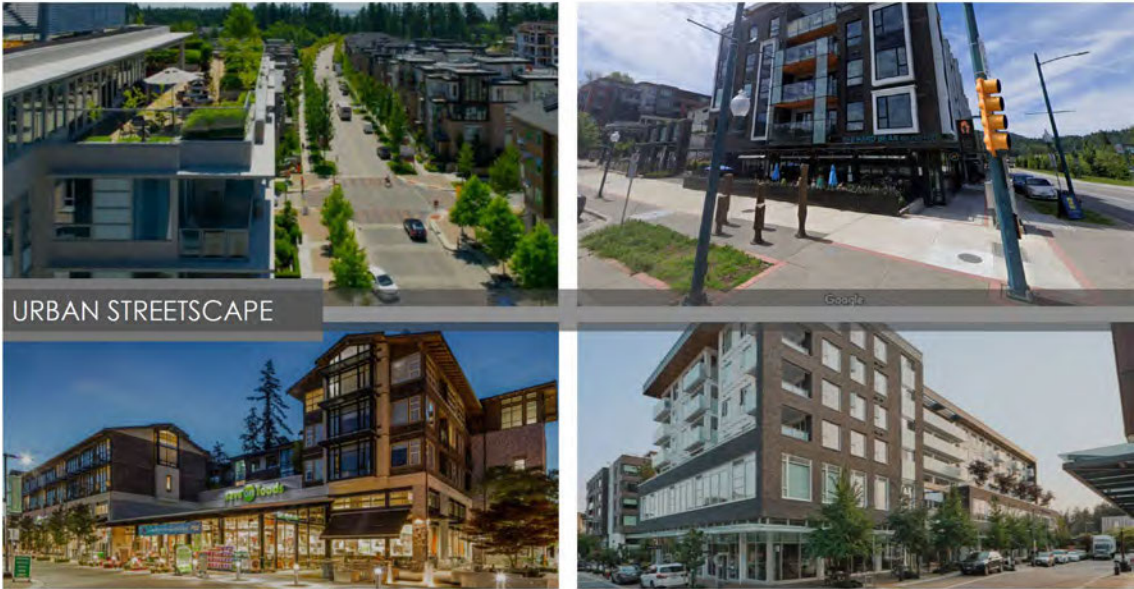
Schedule C - Building Topology Plan



[illegible]

Schedule E - Building and Landscape Design Elements







Stacked Townhouses





Preliminary Building Design



Form 45

AFFIDAVIT OF CORPORATE EXECUTION

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

Deponent: Developer Name and Address

Office Held by Deponent: **Director**

Corporation: Landmark Living Inc.

Place of Execution: Rothesay, Province of New Brunswick.

Date of Execution: _____, 2025

I, **DEVELOPER NAME – OFFICER OF LANDMARK LIVING INC.**, the deponent, make oath and say:

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

DECLARED TO at Rothesay,
in the County of Kings,)
and Province of New Brunswick,)
This ____ day of _____, 2025)

BEFORE ME:)

Commissioner of Oaths)

DEVELOPER

Form 45

AFFIDAVIT OF CORPORATE EXECUTION

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

Deponent: **MARY JANE E. BANKS**
Rothesay
70 Hampton Road
Rothesay, N.B.
E2E 5L5

Office Held by Deponent: Clerk

Corporation: **Rothesay**

Other Officer Who Executed the Instrument: **NANCY E. GRANT**
Rothesay
70 Hampton Road
Rothesay, N.B.
E2E 5L5

Office Held by Other Officer Who Executed the Instrument: Mayor

Place of Execution: Rothesay, Province of New Brunswick.

Date of Execution: _____, 2025

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

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

DECLARED TO at town of
Rothesay, in the County of Kings,)
and Province of New Brunswick,)
This ____ day of _____, 2025)

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

MARY JANE E. BANKS



To: Chair and Members of the Rothesay Planning Advisory Committee
From: Mark Reade, P.Eng., RPP, MCIP – Director of Planning and Development Services
Date: Wednesday July 4, 2025
Subject: Mixed-Use Development, Millennium and Campbell Drives

Applicant:	zzap Consulting Inc. on behalf of Landmark Living Ltd.	Property Owner:	Scott Brothers Ltd. (PID 30227086) Sandra Jean Shea (PID 00173443)
Mailing Address:	1 Canal St, Dartmouth, NS B2Y 2W1	Mailing Address:	PO Box 4697, Rothesay, NB, E2E 5X4 (PID 30227086) PO Box 4694 Rothesay NB, E2E 5X4 (PID 00173443)
Property Location:	Millennium Drive and Campbell Drive, Rothesay, NB	PIDs:	30227086 & 00173443 (portion)
Plan Designation:	Commercial and Medium Density Residential	Zone:	Millennium Park [MP]
Application For:	Development Agreement		
Input from:	CAO/Acting Director of Operations, KVFD (Fire Prevention), NBDELG		

BACKGROUND:

At their meeting of June 2, 2025, Rothesay PAC adopted the following motion with respect to the proposed mixed-use development at the intersection of Millennium Drive and Campbell Drive:

MOVED by M. Graham and seconded by T. Davis the Planning Advisory Committee recommend that Council schedule a public meeting to allow the community to become familiar with the proposal and provide comment regarding the development and proposed draft development agreement.

CARRIED.

The subject properties are zoned Millennium Park [MP], a zone designed for integrated development combining residential and commercial developments. All proposed developments in this zone will be subject to a public presentation and will be subject to a Development Agreement pursuant to Section 131 of the *Community Planning Act*.

A recommendation is also required related to the proposed development agreement. Staff have attached the draft development agreement which contains minor amendments from the agreement provided with the June PAC report.

DEVELOPMENT AGREEMENT:

A draft Development Agreement is attached that includes the requirements to construct a specific proposal including the following key elements:

- Provision of a sufficient number of either affordable or accessible dwelling units, in accordance with the policy direction established in the Municipal Plan. This allows for the increased density proposed (13%) beyond that permitted in the MP zone.
- Provision of single-unit dwellings along the northern boundary of the site as part of the development concept providing a transition to the area of existing development north of the site.
- Building design elements including height (four storey buildings with floor heights between 3 metres and 4 metres), massing, and façade design.
- The design of municipal infrastructure within the proposed Public Streets that will be turned over to the Town.
- Parking in conformance with the standards of the Zoning By-Law with a provision for variances for aspects such as parking.
- Standard conditions as found in other development agreements which require the developer to be responsible for infrastructure to support the development along with any required downstream upgrades. In addition to this, the Millenium Drive area is subject to a cost contribution to cover the initial costs of extending servicing to the area. Specifically, the larger of the two parcels that are the subject of the application, PID 30227086, requires a payment of \$412,550.89 from the existing landowner or proponent. Additional costs may be payable for the portion of PID 00173443 and will be determined during finalization of the Development Agreement.
- Transportation network improvements outlined in the traffic impact statement prepared for the development.
- A requirement that the appropriate Provincial Environmental approvals be obtained.
- A requirement regarding the maintenance of private fire hydrants.

In consideration of such a development, Council may consider additional elements within the agreement to respond to issues that may arise at the upcoming public meeting to ensure the development meets the overall community vision.

RECOMMENDATION:

It is recommended THAT the Planning Advisory Committee CONSIDER the following Motion:

- A. Rothesay PAC hereby recommends the Rothesay Council enter into an agreement with Landmark Living Ltd. for the development of a mixed residential and commercial development on PID 30227086 and a portion of PID 00173443.



Report Prepared by: Mark Reade, P.Eng., RPP, MCIP

ATTACHMENT A – Draft Development Agreement



Public Meeting – Millennium Drive Development Proposal

2025 July 21

Millennium Drive

Site Location

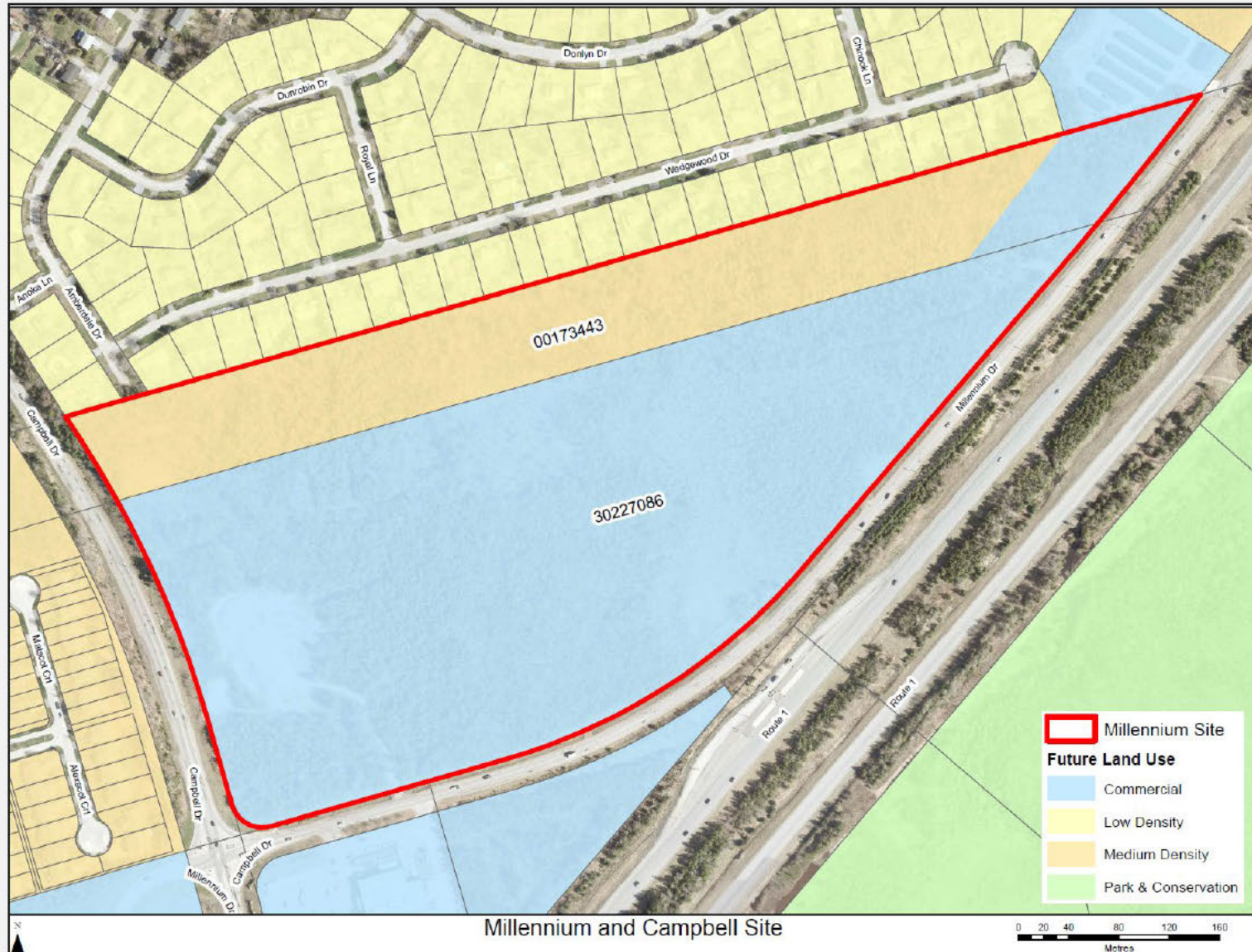
22.8-hectare (56.3 acre) site

PID 30227086 - 16.2 hectares

Portion of PID 00173443 - 6.6 hectares



Millennium Drive - Future Land Use



Millennium Drive

Municipal Plan Designation

Municipal Plan

Medium Density Residential (PID 00173443)

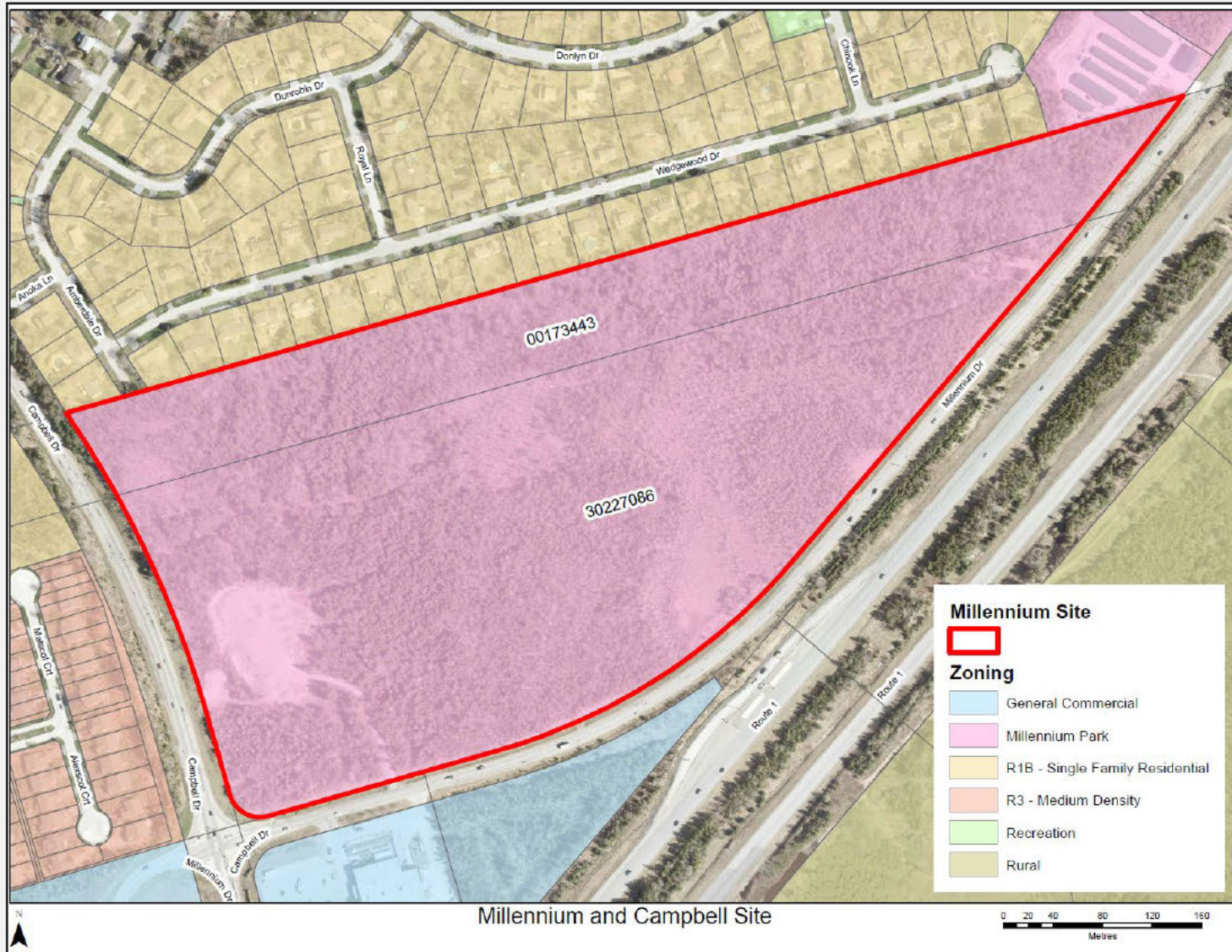
Commercial (PID 30227086)

Medium Density Residential designation provides for a range of residential uses.

Commercial designation permits a range of commercial land uses including retail and office uses along with mixed commercial and residential uses, and medium and high density residential development.

The proposed development conforms to the Municipal Plan

Millennium Drive - Zoning



Millennium Drive

Zoning Background

Site is zoned Millenium Park (MP)

Specific to area along Millenium Drive

Allows for commercial, institutional, and residential land uses along Millenium Drive

Proposed developments are subject to an agreement between Rothesay and the proponent (Section 131 of *Community Planning Act*)

Millenium Drive

Zoning – Permitted Land Uses

Commercial

- Retail Store
- Restaurants
- Professional and Personal Services
- Hotel
- Shopping Centre
- Office

Residential

- Moderate Density (up to 10 units/acre)
- High Density (up to 10-20 units /acre)
- Assisted Living Facility

Institutional

- Place of worship
- School
- Retirement Complex, Nursing Home
- Park

Tonight's Meeting

Public Meeting

- Provide information about the proposal

Meeting Format

- Presentation from Applicant (30 minutes)
- Questions from Council to the Applicant
- Chair will open the floor to public input
 - Avoid talking when others are speaking
 - Avoid personal attacks or accusations
- No decision will be made tonight
 - Decision made by Council at an upcoming meeting

Tonight's Meeting

Your Questions to the Applicants

- We want to hear from as many people as possible
- Allow others to ask questions
- Provide your name and address
- Please ask direct questions
 - Allow the applicant to respond
 - Please respect all opinions

LANDMARK LIVING LTD.

MILLENNIUM & CAMPBELL DRIVE

Development Proposal

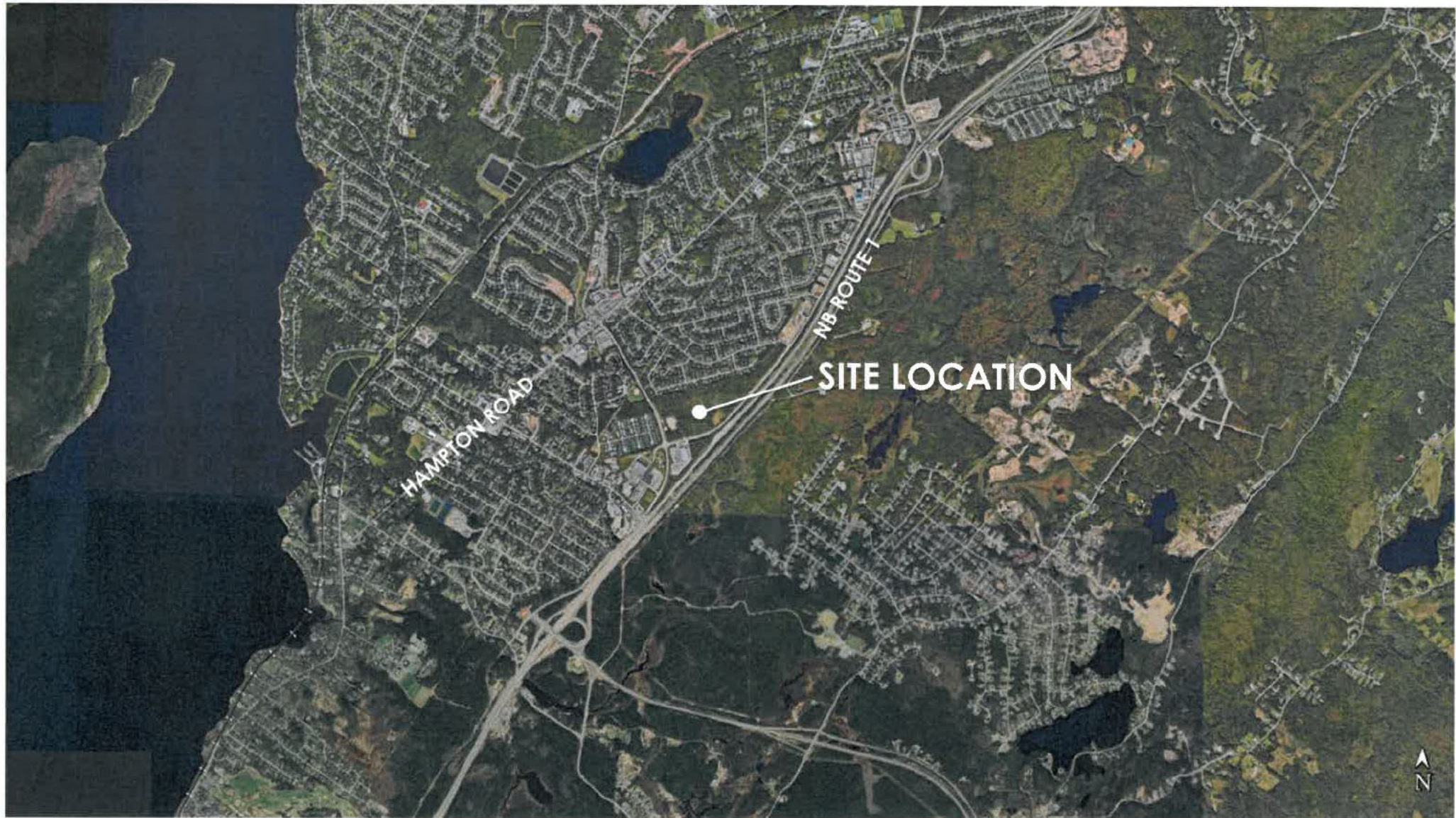
TOWN OF ROTHESAY

PUBLIC INFORMATION

MEETING

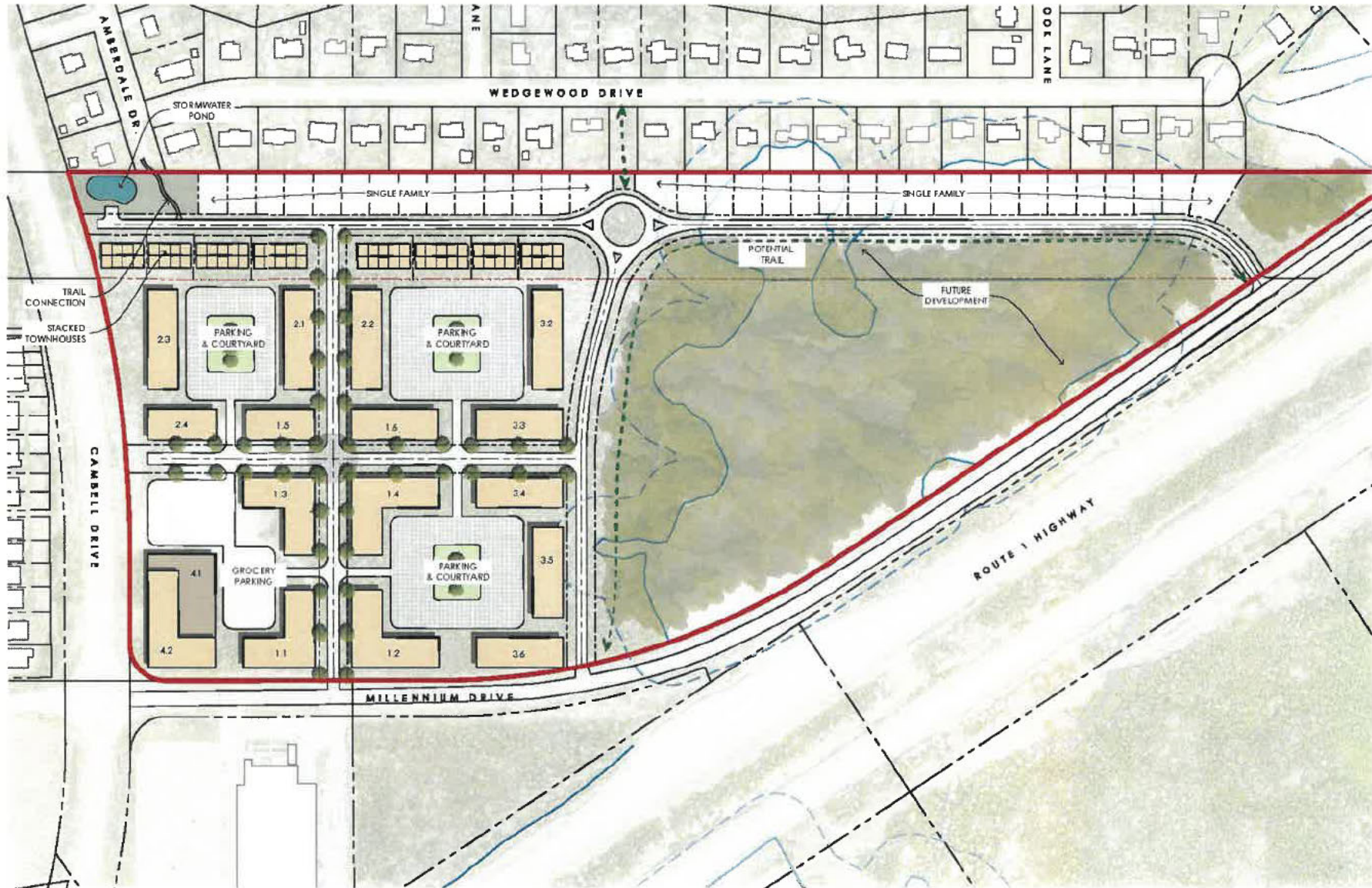
July 21, 2025

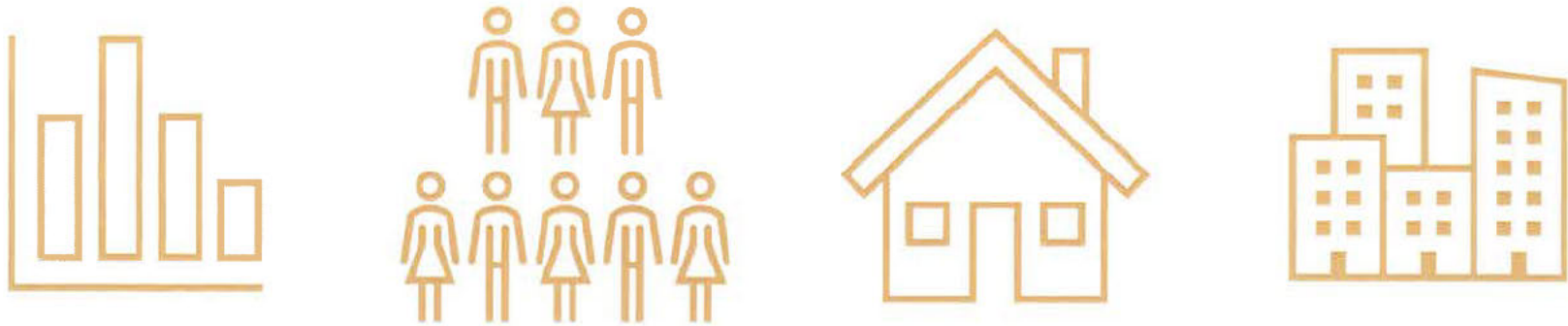






SITE PLAN









WHY ROTHESAY ?

- POP GROWTH (800-1,500 units annually for Greater Saint John Region)
- AGE IN PLACE
- HOUSING CHOICE
- VARIETY & OPTIONS IN THE MARKET



EXTENT OF WETLAND

-  Property Boundary
-  Provincially mapped wetlands
-  Delineated wetland
-  Provincially mapped watercourse

An aerial photograph of a wetland or marsh area. A narrow, winding waterway or stream flows through the center of the frame, surrounded by dense, low-lying vegetation in shades of green and brown. The overall tone is somewhat muted and naturalistic.

REGULATED WATERSHED

- WATERSHED ZONE
 - COMPLY WITH PROVINCIAL REGULATIONS FOR ZONE C
- WELLHEAD PROTECTION ZONE
 - COMPLY WITH PROVINCIAL REGULATIONS FOR ZONE C

SITE CONSTRAINTS



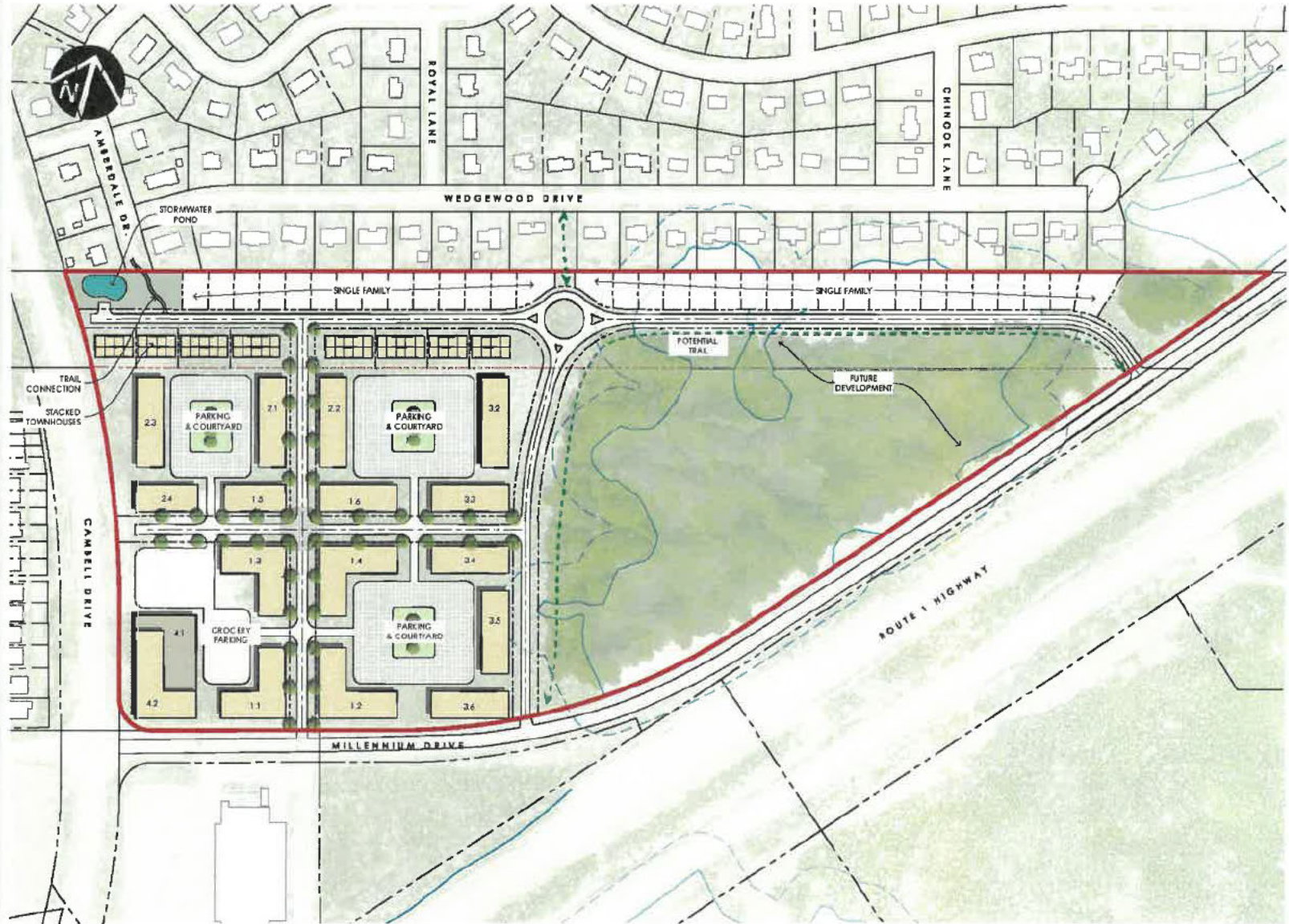
SITE PLAN

TOTAL AREA
• 56.3 ACRES

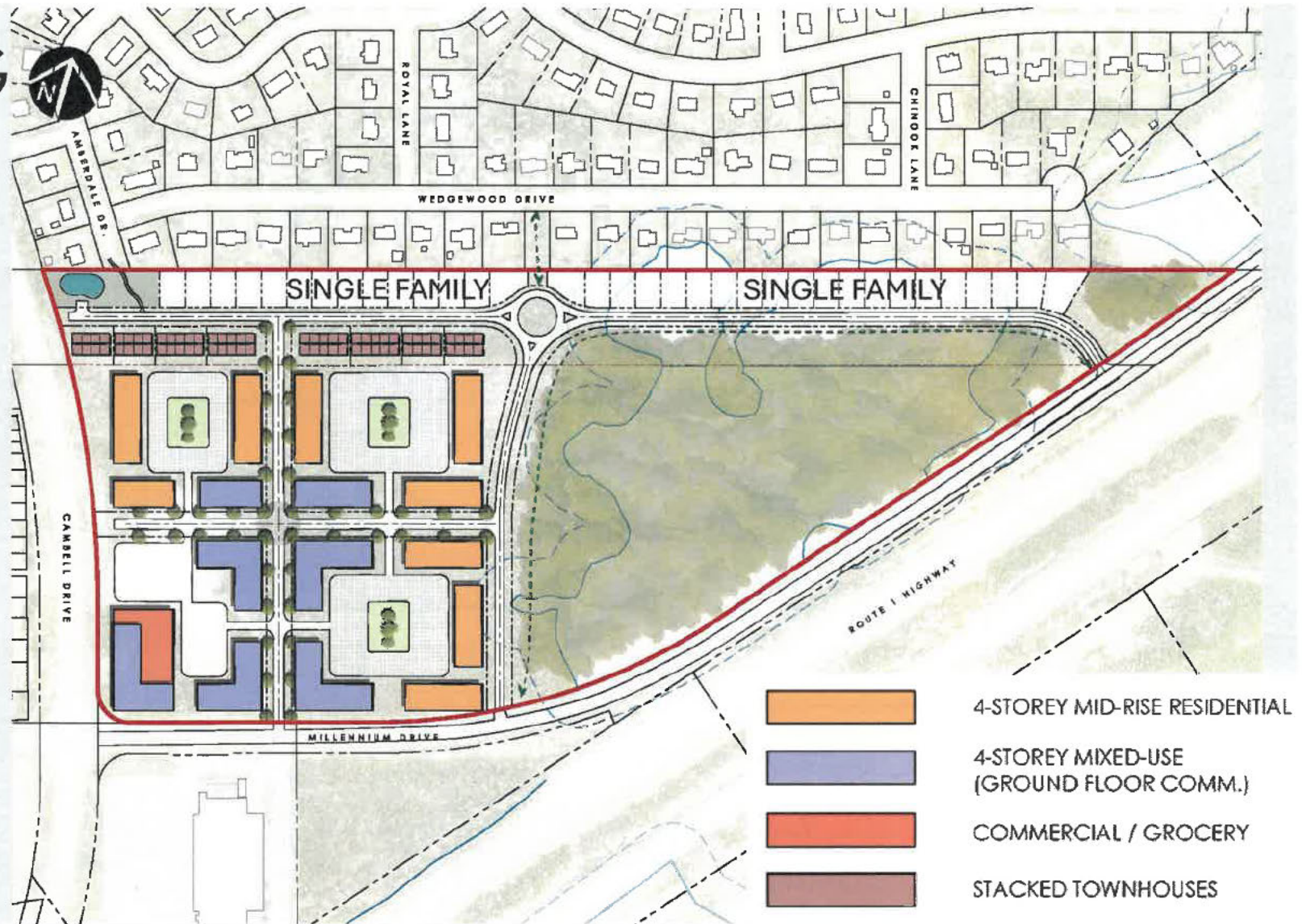
RESIDENTIAL UNITS
• 1,277 TOTAL

COMMERCIAL
• 93,800 SF

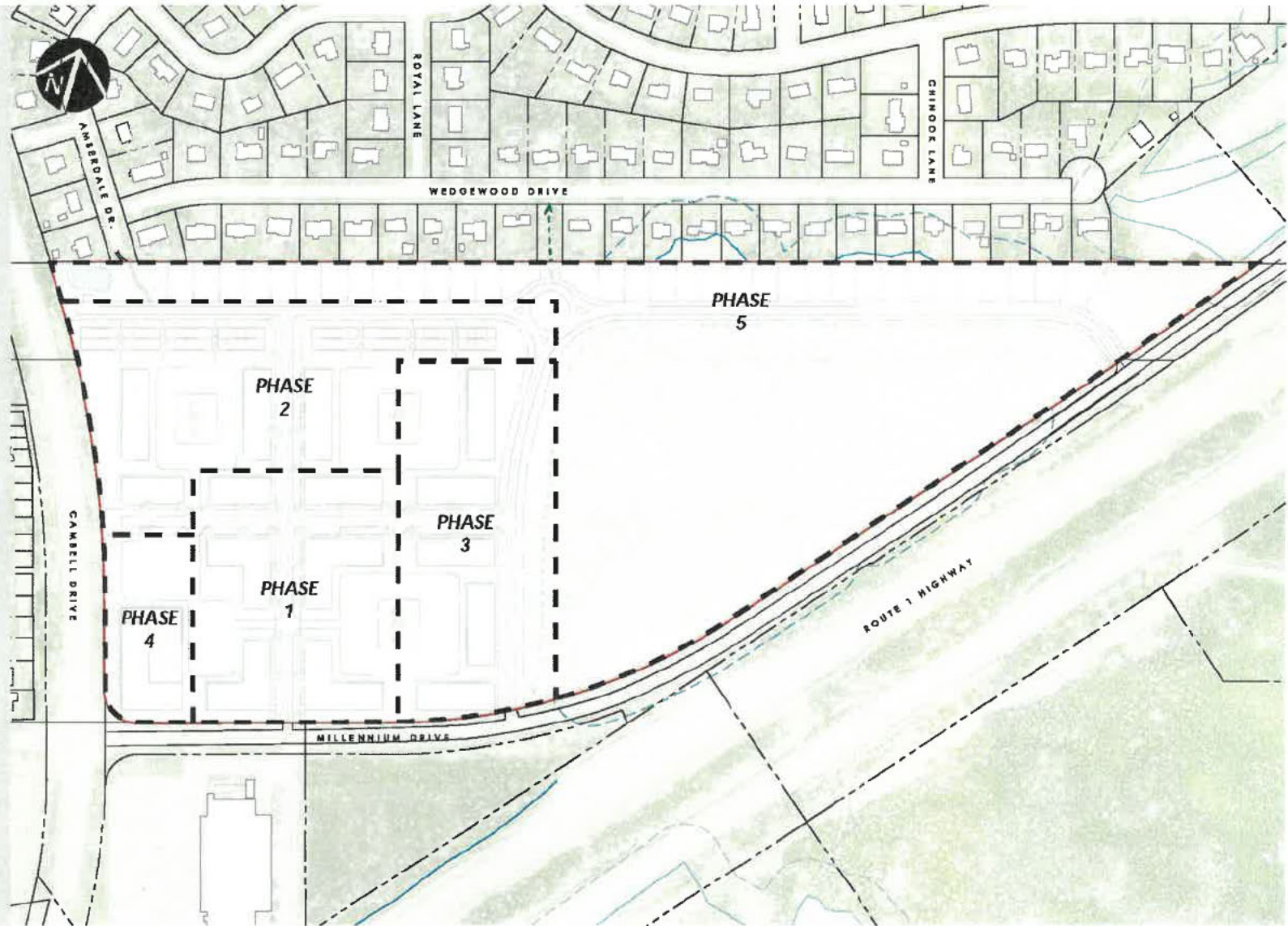
MAX HEIGHT
• 4 STOREYS



BUILDING TYPES



PHASING



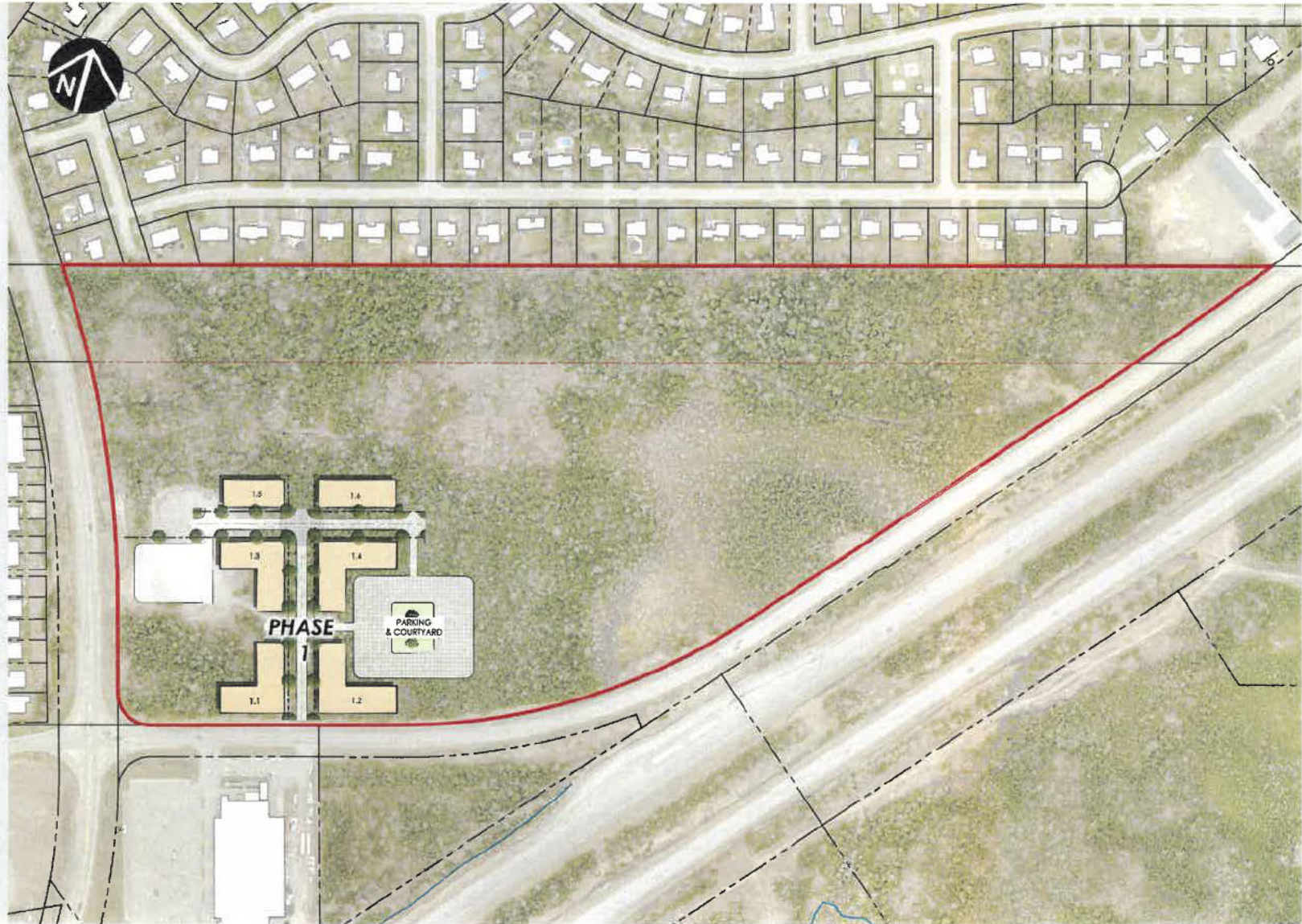
PHASE 1

RESIDENTIAL UNITS

- 6 BUILDINGS
- 427 UNITS

COMMERCIAL

- 53,328 SF



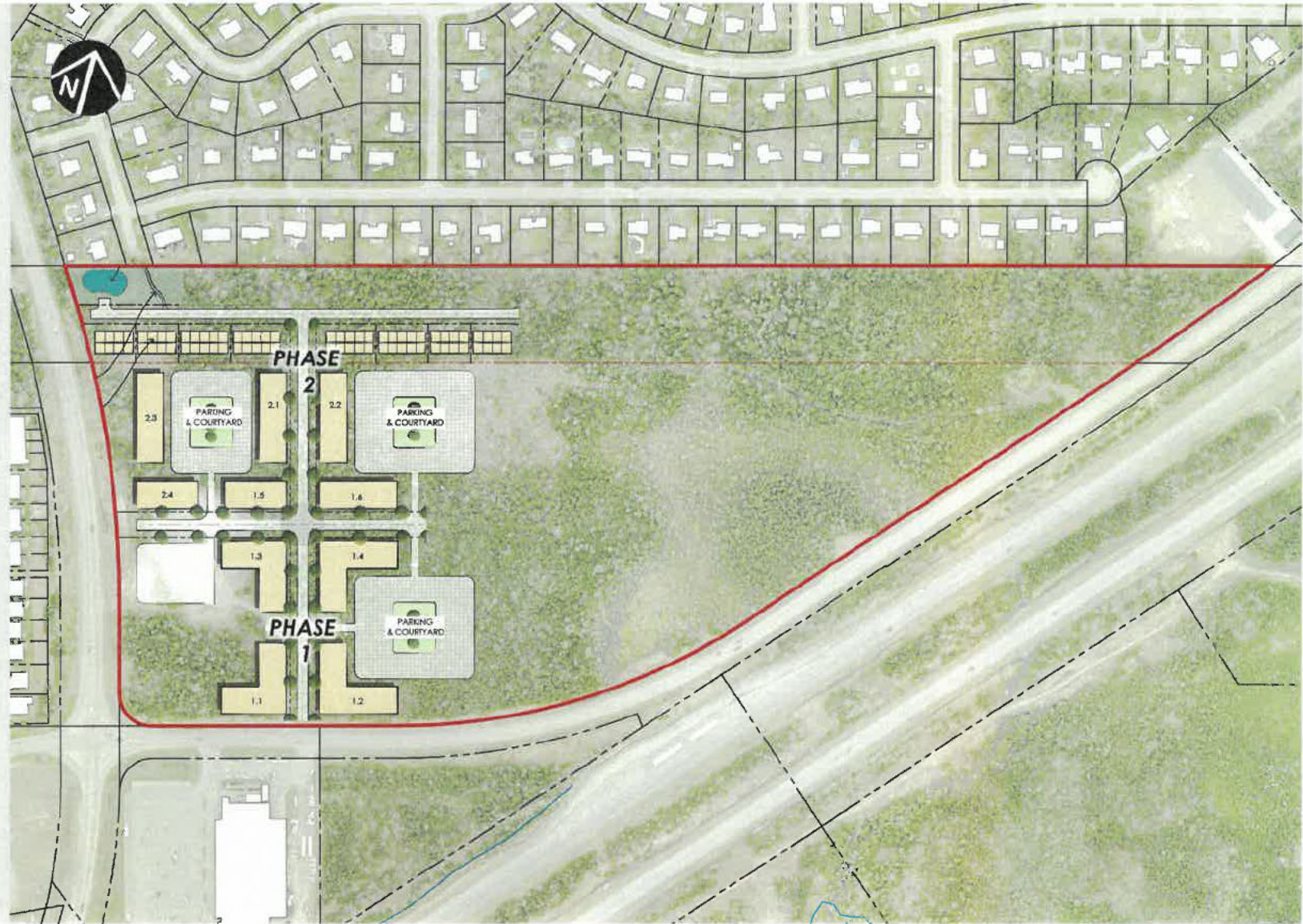
PHASE 2

RESIDENTIAL UNITS

- 144 TOWNHOUSES
- 244 UNITS WITHIN 4 MULIT-UNIT BLDGS

COMMERCIAL

- N/A



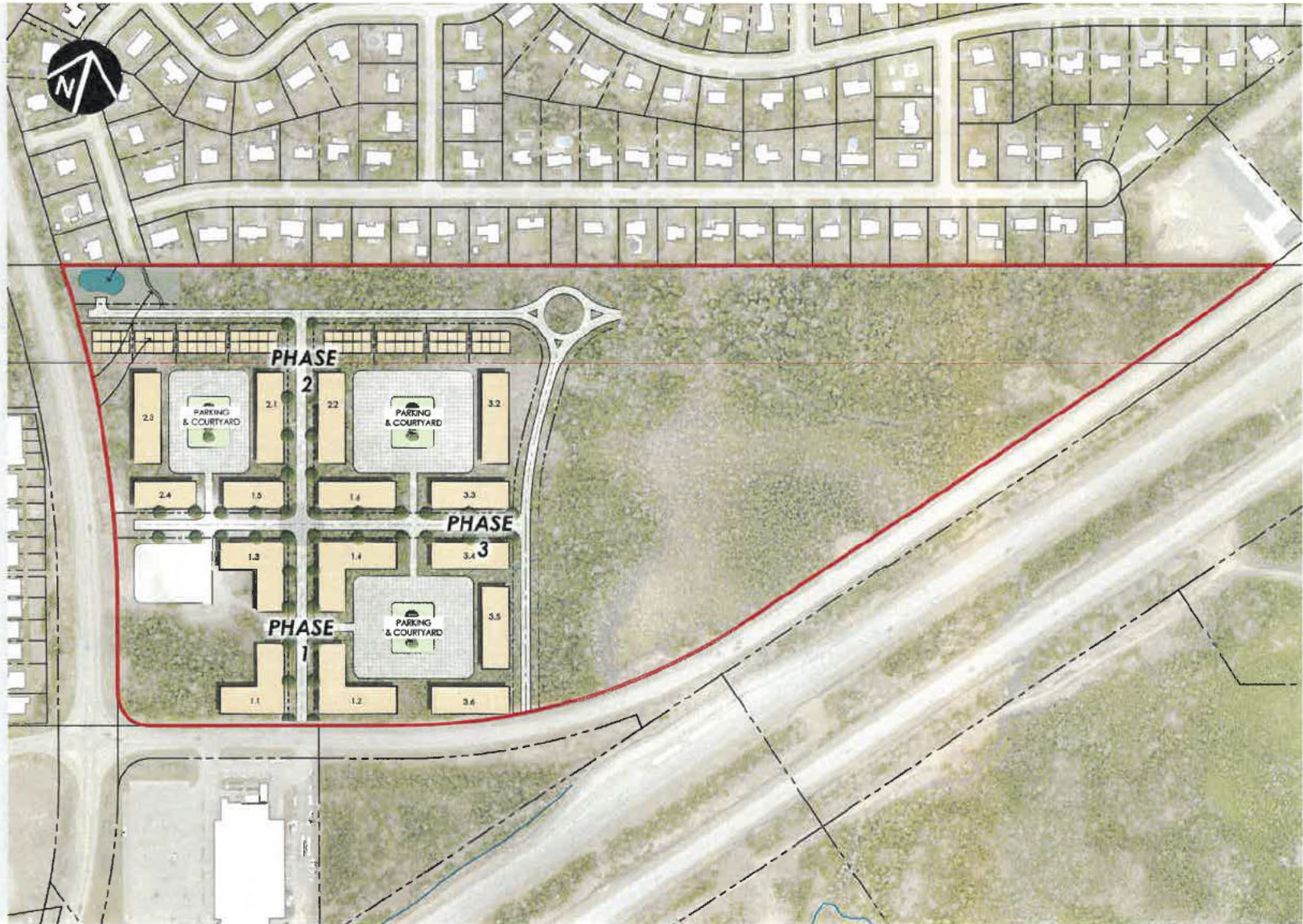
PHASE 3

RESIDENTIAL UNITS

- 5 BUILDINGS
- 336 UNITS

COMMERCIAL

- N/A



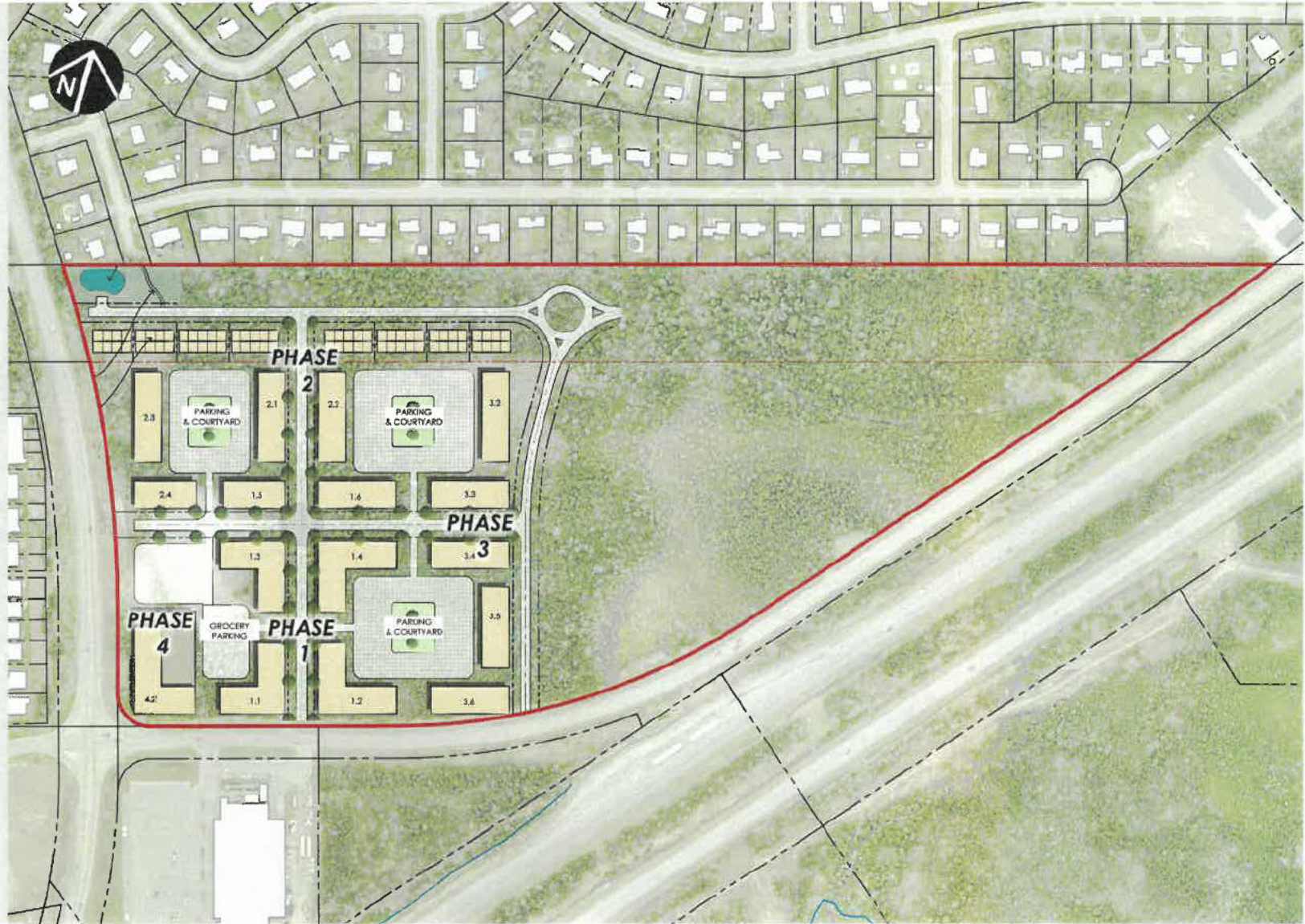
PHASE 4

RESIDENTIAL UNITS

- 1 MULTI-UNIT BUILDING
- 72 UNITS

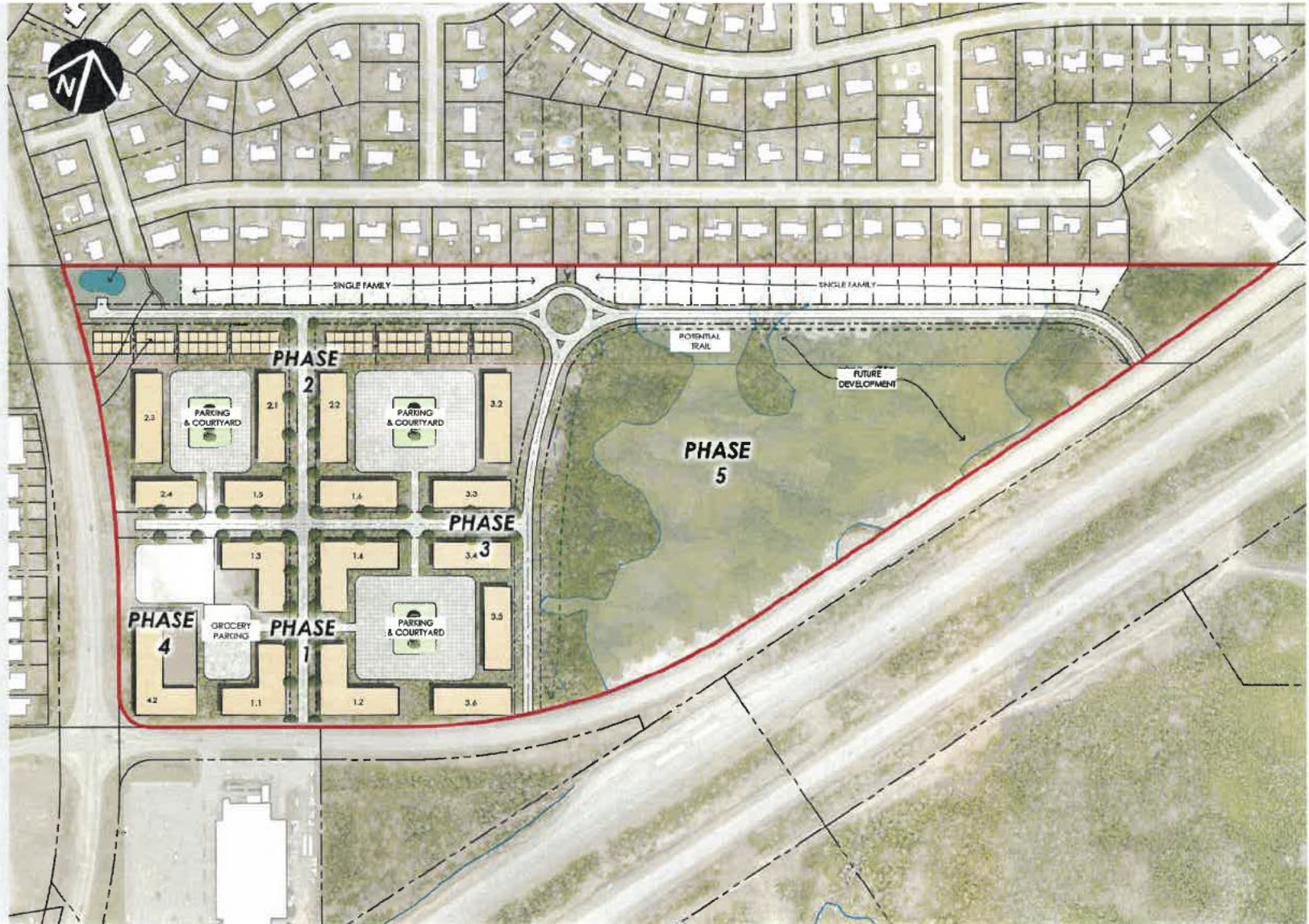
COMMERCIAL

- 40,472 SF



PHASE 5

RESIDENTIAL UNITS
• 34 SINGLE UNITS



SITE STATISTICS

DENSITY

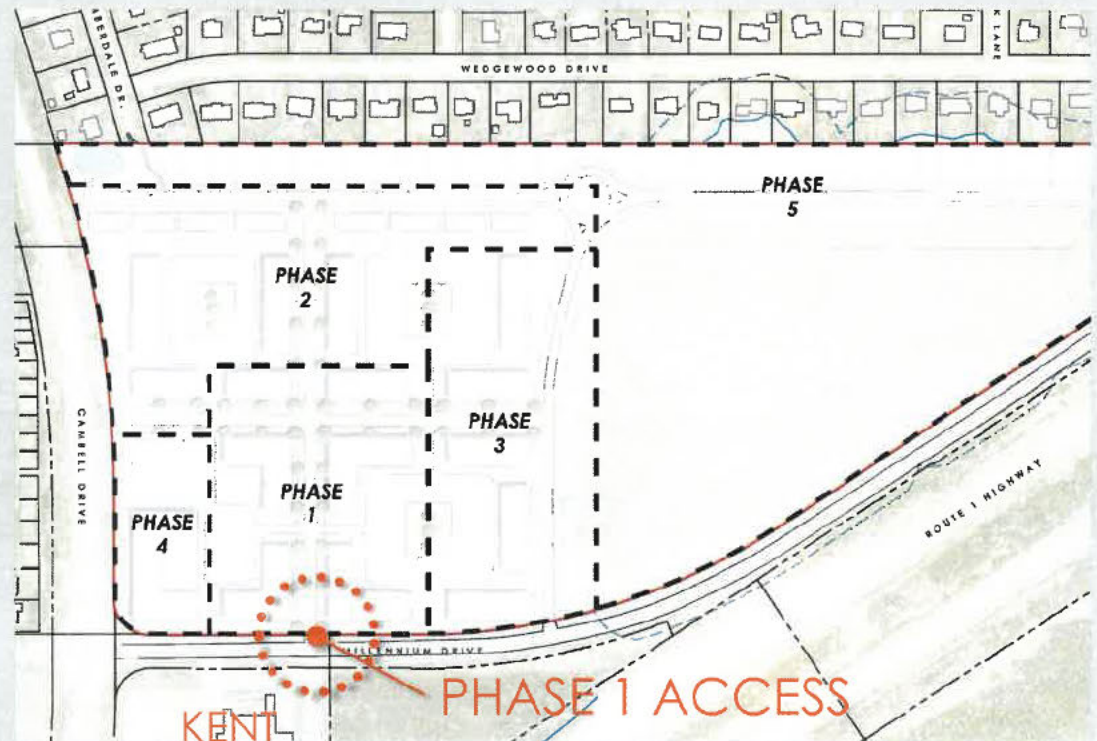
TOTAL LAND AREA	56 ACRES (22.8 HA)
UNITS	1,277
DENSITY (UPA)	23 UPA / 56 UPH

PHASING

	RESIDENTIAL	COMMERCIAL
PHASE 1	427 UNITS	53,328 SF
PHASE 2	408 UNITS	-
PHASE 3	336 UNITS	-
PHASE 4	72 UNITS	40,472 SF
PHASE 5	34 UNITS	-
TOTAL	1,277 UNITS	93,800 SF

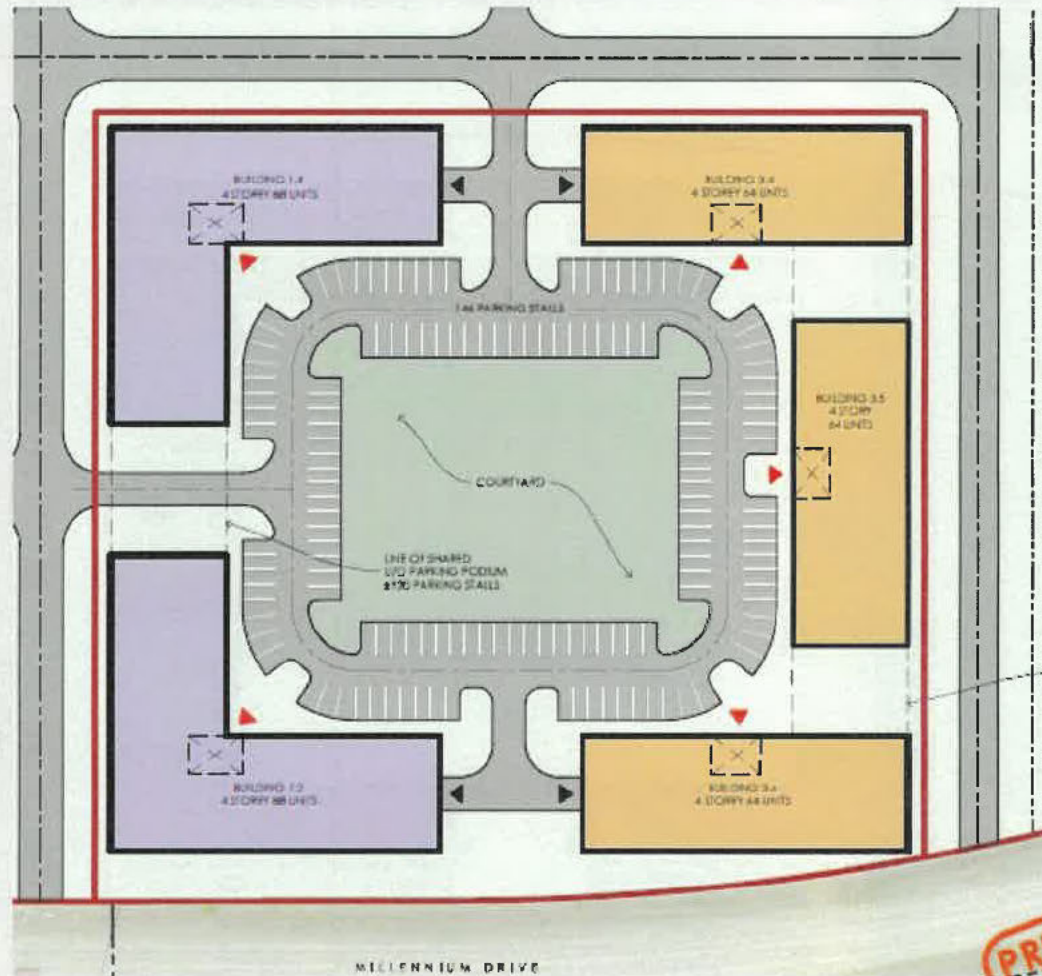
PHASING AND SERVICING

- Incremental growth
- Phase 1 off Millennium Dr with new intersection across from Kent
- Traffic study completed (Harbourside)
- Servicing Brief submitted to Town (Brunswick Engineering)



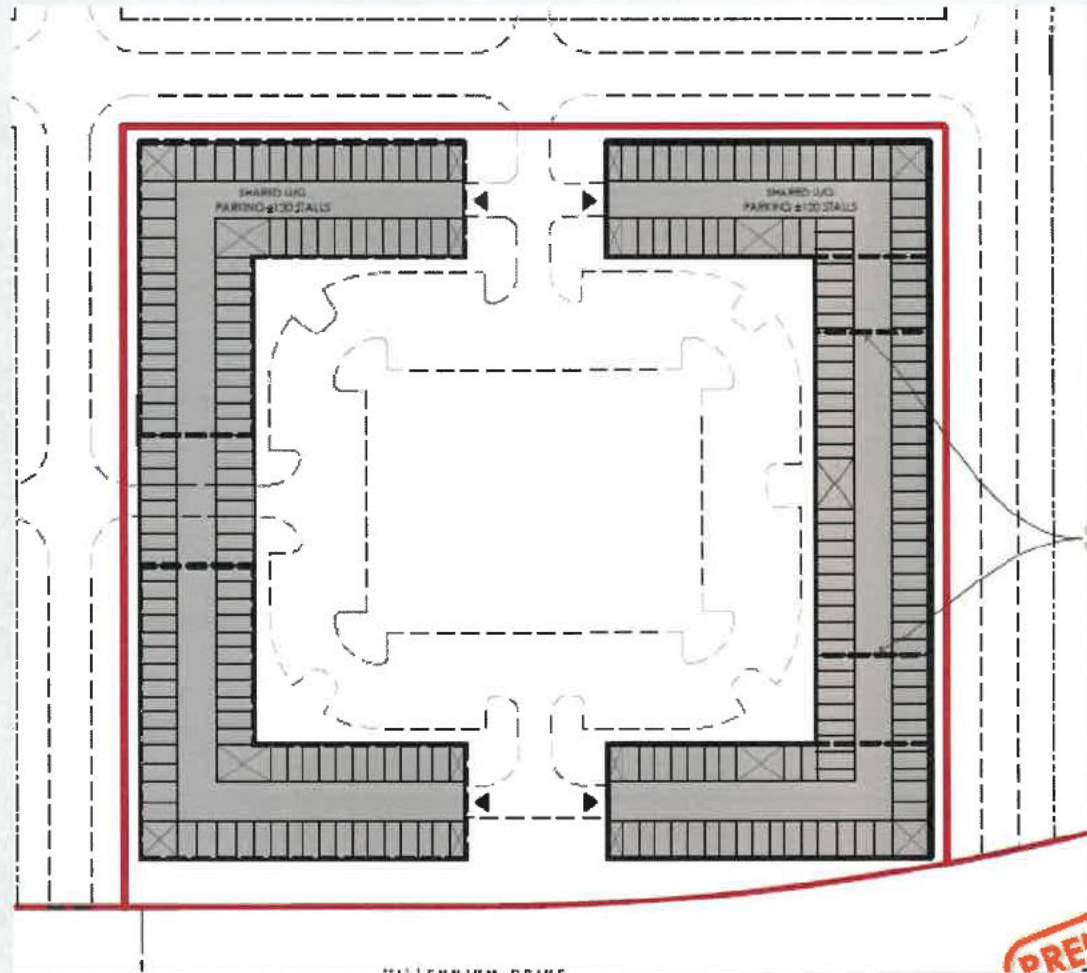
PARKING

- 1 level underground
- Limited access points
- Connected garage
- Surface parking at rear
- Shared courtyard/greenspace



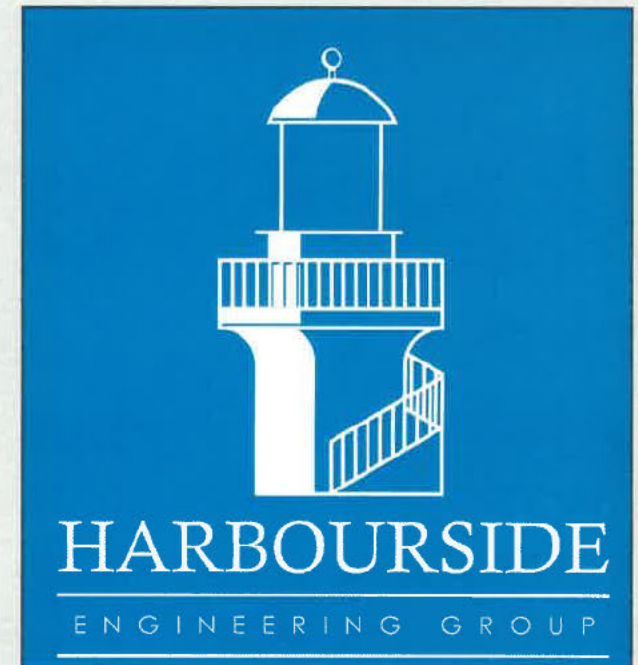
PARKING

- 1 level underground
- Connected garage
- Controlled access points
- Surface parking at rear
- Shared courtyard/greenspace



Traffic

- Harbourside Engineering – study completed
- DA contains required upgrades for Landmark
- Developer funded upgrades
 - Phase 1 - Eastbound left turn lane on Millennium at Kent
 - Phase 3 - Eastbound left turn lane on Millennium at second access
 - Phase 3 - Traffic lights at Kent driveway



Municipal Services

Wastewater

- Millennium to Cambell phase 1
- Amberdale phase 2

Water

- Flow monitoring complete
- May need booster pumps for 4 storey buildings & fireflow

Stormwater

- Municipal piped system
- Storm pond at NW corner
- Onsite controls – swales, parking lot, roof top, oversize pipes



NEIGHBOURHOOD VISION

- COMPLETE COMMUNITY
- MIXED USE
- WALKABLE
- FAMILY ORIENTED
- HOUSING VARIETY
- STREET GRID
- SHOPPING RETAIL STREET
- COURTYARDS
- TRAIL SYSTEM
- GREENSPACE





VISION: COURTYARDS

Stacked Townhouses



Stacked Townhouses



Stacked Townhouses





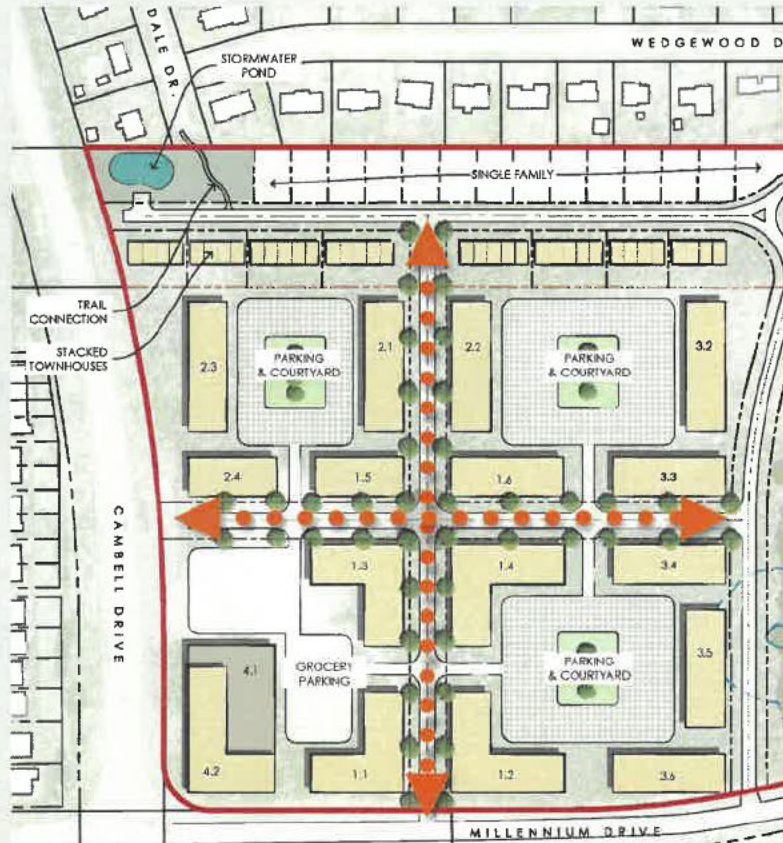
Preliminary Building Design



Preliminary Building Design



VISION: MAIN STREET



SAMPLE
PROJECTS





BELMONT MARKET, VICTORIA, BC





EAGLE CREEK, VICTORIA, BC

EAGLE CREEK, VICTORIA



THANK
YOU

Greg Zwicker
greg@zzap.ca

From: [Mark Reade](#)
To: [Mary Jane Banks](#)
Subject: FW: Millennium Drive Development
Date: Wednesday, July 16, 2025 10:01:50 AM
Attachments: [Millenium Site Plan zzap.pdf](#)
[image001.png](#)

From: Mark Reade <markreade@rothesay.ca>
Sent: July 4, 2025 5:05 PM
To:
Subject: RE: Millennium Drive Development

as a follow up to our call, the site plan that has the single family dwellings along the northern boundary is attached.

Mark

From:
Sent: July 3, 2025 9:58 AM
To: Mark Reade <markreade@rothesay.ca>
Subject: Re: Millennium Drive Development

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

thanks

Great

On Thu, 3 Jul 2025 at 08:43, Mark Reade <markreade@rothesay.ca> wrote:
a PDF of the site plan is attached.

I will give you a call later this morning.

Mark



ROTHESAY
Mark Reade, P. Eng., RPP, MCIP
Director of Planning and Development Services
Direct: 506-848-6609
T: 506-848-6600
F: 506-848-6677
E-Mail: markreade@rothesay.ca

70 Hampton Road
Rothesay, NB
Canada E2E 5L5

From:

Sent: July 2, 2025 3:01 PM

To: Mark Reade <markreade@rothesay.ca>

Subject: Fwd: Millennium Drive Development

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

Mr. Reade

I am going to be going away for two weeks so I need some basis questions answered on the Millennium Drive development so I do not have to write a letter.

Could you give me a call at _____ for a 5 minutes discussion

Note I still want a layout drawing I can read as indicated below.

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

From: I

Date: Sat, 28 Jun 2025 at 14:01

Subject: Millennium Drive Development

To: <markreade@rothesay.ca>

Mr. Reade

Please provide me with a Millennium Drive Development Site Plan you can read as opposed to the one you have on your website which cannot be increased in size.

1 Royal Lane



LEGEND

- SITE BOUNDARY
- ADJACENT PROPERTY BOUNDARY
- EXISTING INTERNAL BOUNDARY
- PROPOSED PROPERTY BOUNDARY
- WETLAND / BOREAL ENVIRONMENT
- WETLAND / WATERCOURSE BUFFER

BUILDING STATISTICS

BUILDING	HIGH (STOREYS)	RESIDENTIAL UNITS	COMMERCIAL SPACE (SQ FT)
1.1	4	77	9,625
1.2	4	87.5	10,850
1.3	4	77	9,625
1.4	4	87.5	10,850
1.5	4	42	5,490
1.6	4	56	6,889
2.1	4	72	-
2.2	4	72	-
2.3	4	72	-
2.4	4	48	-
3.2	4	72	-
3.3	4	64	-
3.4	4	64	-
3.5	4	72	-
3.6	4	64	-
4.1	1	0	40,472
4.2	3	72	-
Stacked townhouses	-	144	-
Single family	-	34	-
TOTAL		1,377	93,801

** UNIT COUNT BASED ON 789 SQFT UNIT SIZE

SITE STATISTICS:

PID: 20227086 16.2 HECTARES
 PID: 00173443 9.59 HECTARES
 TOTAL AREA 25.79 HECTARES
 SITE AREA: 22.8 HECTARES
 EXISTING ZONE: MILLENNIUM PARK (MPI)

NOTES:

SUBJECT TO SURVEY, PROPERTY LINES AND TOPOGRAPHIC FEATURES ARE APPROXIMATE ONLY. SITE SUBJECT TO REGULATORY REVIEW.

SOURCES:

PROPERTY LINES AND TOPOGRAPHIC FEATURES FROM PROVINCIAL MAPPING (GEONE)



2025July21 PublicMeeting Millennium/CampbellDriveProject FINAL_077

From: [Mark Reade](#)
To: [Mary Jane Banks](#)
Subject: FW: Automatic reply: Mixed Development for millennium wedgewood and Campbell drive
Date: Wednesday, July 16, 2025 8:31:10 AM

From:
Sent: July 7, 2025 10:00 AM
To: Mark Reade <markreade@rothesay.ca>
Subject: Re: Automatic reply: Mixed Development for millennium wedgewood and Campbell drive

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

Perfect, that's very helpful. The site map made it look like a road was coming through.

Thank you for the quick response, I will share a lot of people on Wedgewood very happy with this proposed development.

On Jul 7, 2025, at 9:49 AM, Mark Reade <markreade@rothesay.ca> wrote:

, here is no road connection to Wedgewood proposed from the roundabout. When Wedgewood was developed, there appears to have been a road allowance that was created at this location. It would make sense for a pedestrian walkway at this location.

Mark

Get [Outlook for iOS](#)

From:
Sent: Saturday, July 5, 2025 7:14:45 AM
To: Mark Reade <markreade@rothesay.ca>
Subject: Re: Automatic reply: Mixed Development for millennium wedgewood and Campbell drive

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

Proposal!!!
Sent from my iPhone

On Jul 4, 2025, at 5:44 PM, Mark Reade <markreade@rothesay.ca> wrote:

I will be away from the office until Monday, July 14 and will have limited access to e-mail and voicemail messages.

If your call is urgent, please contact our office at 506 848 6600.

Mark

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

2025July21 PublicMeeting Millennium/CampbellDriveProject FINAL_078

From:
To: [Rothesay Info](#)
Cc:
Subject: Millennium Drive Mixed -USE Development Proposal
Date: Monday, July 14, 2025 4:14:34 PM

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

Mayor Grant, Members of Council, and the Director of Planning and Development,

I would like to first extend my appreciation to Mark Reade for his quick response and answers to the questions I had regarding this proposed development once I became aware of it from a neighbour who had had seen the notice on the town website. (Please note although I live on Wedgewood, I did not receive a notice regarding this proposal until Wednesday July 9, I do believe affected residents should be made aware before announcements are made publicly or as quickly as possible)

I will be attending the meeting on July 21st to gain a better understanding of the intent of this proposal, however based on what I have read, and the responses to my questions from Mr. Reade, I am at least initially very much in favour of this proposed development. I feel this is exactly the type of development we need on Millennium Drive and I have very happy that it would appear much thought has been put into this proposal to allay concerns those of us in the area have had with past proposals.

Having a pedestrian walkway from the proposed development to Wedgewood Drive will significantly assist in maintaining the quiet, peaceful, "walk-friendly" community that I have had the privilege of living in for the last 29 years. This walkway will also assist in ensuring we do not have a the concern of increased traffic and speeding that is still an issue on Donalyn, reducing the need for traffic calming measures on Wedgewood. (On that note it would be appreciated if the town could at least explore that option for Donalyn in the future,)

Ensuring that any new houses that build on the single dwelling lots are connected to the Town of Rothesay's water supply will ease concerns for those of us on Wedgewood who have our own water wells.

I'm quite interested in understanding what type of commercial development with residential development will be included in this development and look forward to learning more on July 21.

Sincerely,

From:
To: [Rothesay Info](#)
Subject: Response to Millennium Drive Development Proposal
Date: Sunday, July 13, 2025 8:49:21 PM

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

Hello,

I am writing to respond to the Millennium Drive Development Proposal and to express my refusal regarding the project due to its potential impact on our property.

My family and I reside at 12 Wedgewood Drive in Rothesay, and we are concerned about having close neighbors directly behind our property. This development could compromise our privacy, obstruct our beautiful view of the environment, and pose a risk of water pollution to our well. Additionally, we don't want to increase traffic on our currently quiet street.

We were also hoping to purchase land behind our yard to build a house for our relatives.

Furthermore, I would like to inquire if there is any possibility of considering the purchase of houses only near my property? My family and I would consider this option if there is a good deal that could adequately compensate for the potential impacts on our property.

Thank you, and I look forward to your response.

2025July21 PublicMeeting Millennium/CampbellDriveProject FINAL_080

From:
To: [Rothesay Info](#)
Cc:
Subject: Speaking at the Public Hearing
Date: Tuesday, July 15, 2025 10:34:37 AM

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

Good morning,

This is an email to advise you that Jeff Cyr from the Envision Saint John office will be appearing at the Public Hearing on Monday, July 21st to speak in favour of the Millennium Drive rezoning application. Mark Reade recommended that we send an email to this address to inform you of our interest in speaking to this file. We will not need to make a formal presentation, only a few words of support.

Thanks in advance,
Jody Kliffer

Envision Saint John
Real Estate and Development Manager

From:
To: [Rothesay Info; Mark Reade](#)
Subject: Millenium Drive Mixed-Use Development Proposal
Date: Tuesday, July 15, 2025 1:54:19 PM
Attachments: [Rothesay.pdf](#)
[Rothesay 2.pdf](#)

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

Hello Mark Reade and to whom within the Town Clerk.

My name is [REDACTED]. I came across a letter addressing a development proposal near my residence on Wedgewood Drive. This is in relation to the **Millenium Drive Mixed-Use Development Proposal** that is proposed by **Landmark 661 Ltd.**

I have some questions / concerns as a resident in this zoning area. Some of these concerns are based off my experience and professional background. For reference, I am a professional geologist with accredited standing within multiple provinces. I have multiple degrees in science majoring in biology, chemistry, and geology. I have recently been the technical leader of a large-scale open pit mine in northern Alberta regularly addressing environmental impacts from our mining operation. I have also worked in mining in British Columbia often addressing environmental and remediation concerns as the Senior Geologist overseeing special projects and the exploration / in-pit drilling programs. As a person with mixed indigenous ancestral background, I have been requested to work as a liaison in my previous titles with the local indigenous communities towards stewardship and partnership within the mining and exploration activities. Finally, I was placed on a special assignment in 2016 tasked with implementing a loss reduction program throughout a 15,000-employee workforce that led to the reduction of Total Recordable Injury Rates from 0.71 the previous year prior to implementation to 0.29 two years after implementation, and a cost saving of ~\$51.5 million dollars through the first three years. I have recently moved home in December of 2024 to take on a role within the government of New Brunswick for the geological surveys branch within the Department of Natural Resources. To be clear, this e-mail is as a resident within the zone of impact, however I wanted to give credence to my professional qualifications related to my concerns.

Concern 1

My first concern is related to the topography of this development zone area. The development zone sits at ~77 masl that naturally slopes to the west – northwest at ~ 6-7 meters per 100 meters. This is towards Wedgewood drive and the corresponding neighborhood with the slope increasing towards the west. The development zone appears to be at an inflection point for the surrounding topography as it is flat lying towards the east – northeast.

The vegetation within the development zone aids in trapping / collecting water in the area and acts as a buffer for wind. This provides aid in erosional mitigation for the communities to the west – northwest of the development zone from natural run off along the inflection point. The proposal indicates clear cutting this zone, thereby effectively removing this natural mitigation from erosion. Exasperating this issue is that many of the dwellings along this community are on drilled wells; thereby more at risk for contaminate from development activities and run-off. Being that this project is residential and commercial; there is serious

misgivings. To sustainably develop, we need to be good stewards to the land we temporarily occupy and ensure we are not causing irreparable harm.

As such, there appears to be three major concerns from the clear cutting along the inflection of the development zone:

1. Run off erosional concerns leading to slope stability problems from the dwellings in Wedgewood and the corresponding neighborhood.
2. Contamination of the drinking water source (drilled wells) within Wedgewood and the corresponding neighborhoods downstream of the development zone.
3. Elimination of the tree line opens the residences for increase wind and associated residential damages to property. We have personally experienced the impacts of loss of tree line from both development and forest fires while living in a northern Alberta community and while in British Columbia. The result was a lower quality of life for the home-dweller with increased costs associated with repairs and maintenance of their dwellings.

Is there mitigation plans put in place to offset these concerns?

Concern 2

My second concern is related to noise and light pollution that Wedgewood Drive specifically will be experiencing. The combinational effect of removing the tree line while building directly to the east (behind) Wedgewood Drive will subsequently increase the noise and light pollution residents within Wedgewood Drive will experience. The tree line has buffered the lights and noise coming from Highway 1 and Millenium Drive. This has significant concern for me as both a father of 3 toddlers and as a mixed-race aboriginal man. Our experience has been that development has forged ahead in the past without properly addressing concerns associated with the quality of life and impacts to the people of the land.

Has there been plans or engineering controls brought forth to address these new pollutions and safeguards set up so that the residents of the area can continue to enjoy their properties?

Has the aboriginal community been consulted in this project development?

Concern 3

My third concern is related to the addition of a connector road onto Wedgewood drive with a proposed roundabout. What is the actual value of this proposed road? There are three connector sources currently on Wedgewood that take residents out to the communities. A strong appeal to Wedgewood Drive for the local residents is the isolation from the main drives that it currently has. This provides families the ability to walk the community safely with their children knowing that traffic coming onto the street is very deliberate (drivers don't "wander" onto Wedgewood drive). The additional connector road proposed does not seem to have any intrinsic value and will only lead to negative repercussions to the residents of Wedgewood Drive.

There is also a significant general safety concern with this development project. Wedgewood Drive and the corresponding neighborhoods are a safe and enjoyable place to live. We have felt secure with our decision to move to this neighborhood this past

December and love how "close" the neighborhood feels. The increased traffic from the commercial and residential development zone will reduce the safety factor that Wedgewood Drive has traditionally enjoyed. This is the primary reason we decided to purchase in this area. There are numerous studies that can be cited showing how theft, burglary, and serious crime increases with urban development. I do not see an effective way to combat this issue, however I would be interested in hearing what the development project group has proposed to address this.

Concern 4

The last concern is related to property value. Wedgewood drive has been a sought after residential location larger due to the isolated tranquility combined with the quality homes. This has enabled people to sell their properties at a premium. My home will have less property value with the development directly behind my backyard of tightly packed residential (single attached and family) and commercial complexes. I have witnessed many homes in Fort McMurray lose large scale property value and resale from these types of developments.

A hypothetical example: We bought our house for \$100.00 in December 2024. Project development is approved and immediately my home resale value is \$75.00. Similarly, home sale prices increase on average of 7% annually whereas Wedgewood Drive and surrounding receive 3.5%. This means that by December 2025 my house would have been worth \$107.00 prior to development approval but now it is worth ~ \$78.00 and will continue with a 3.5% vs. 7% rise in house resale value annually. Clearly this is not a desirable outcome.

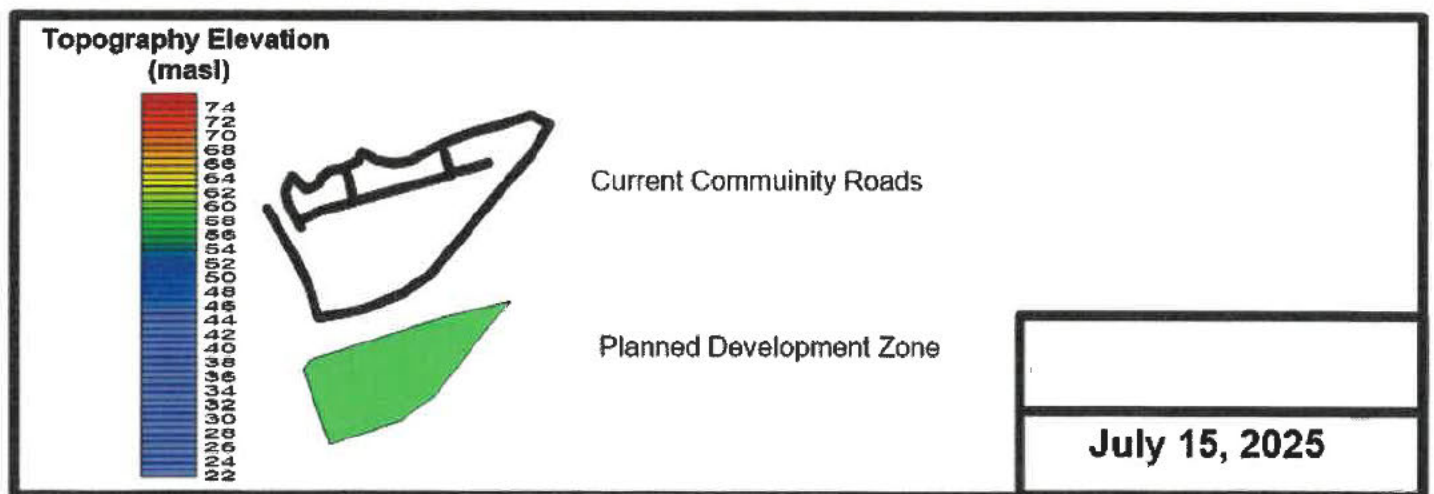
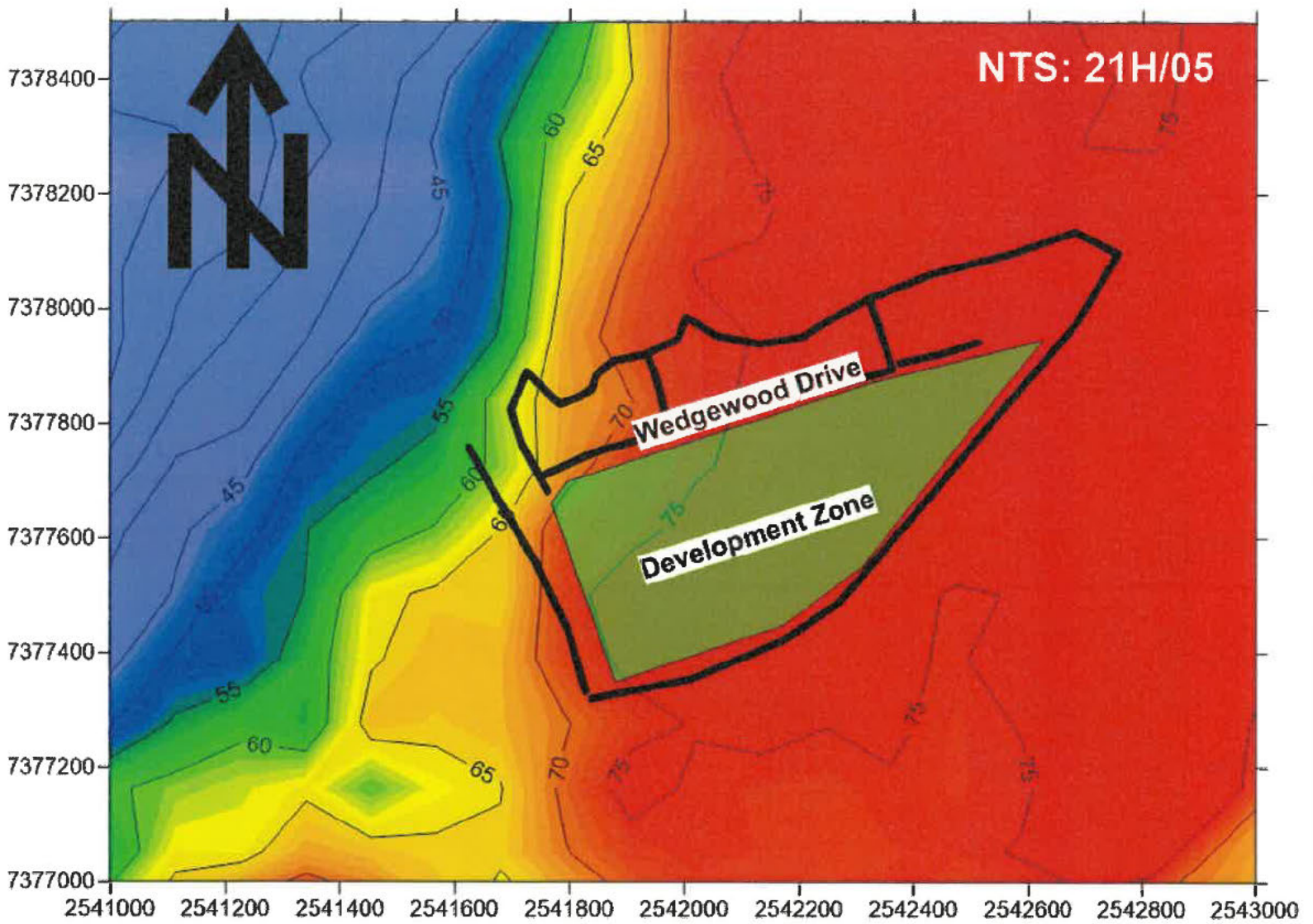
I am cognizant of this being a hypothetical example, however there are economic assessment that can be completed when relevant data becomes available and there are traditional studies of similar markets that can be reviewed showing this trend.

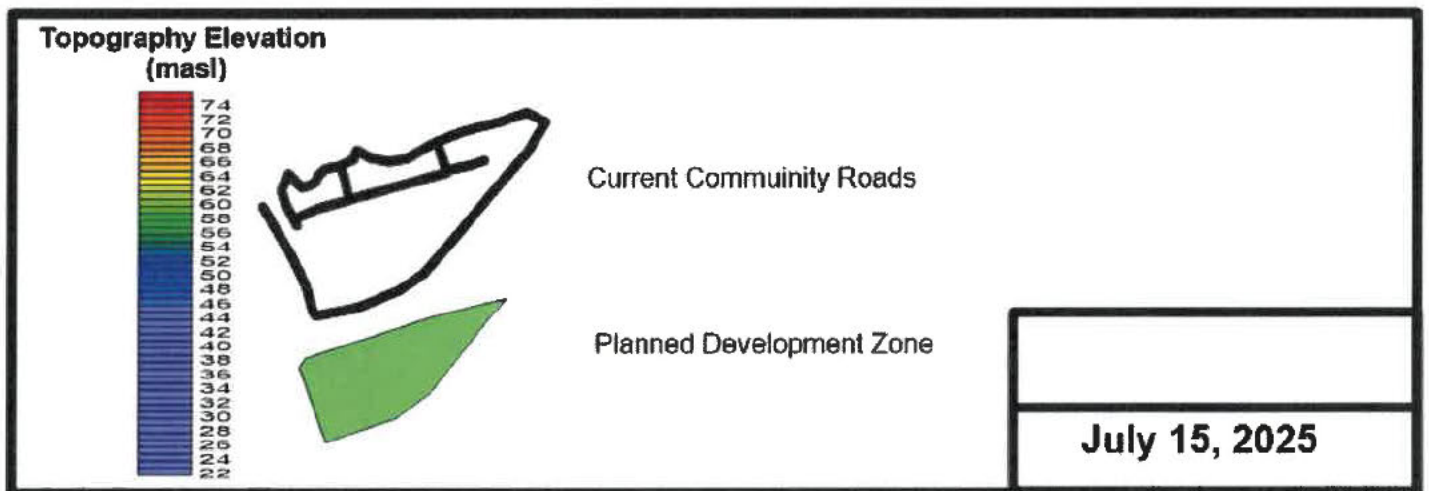
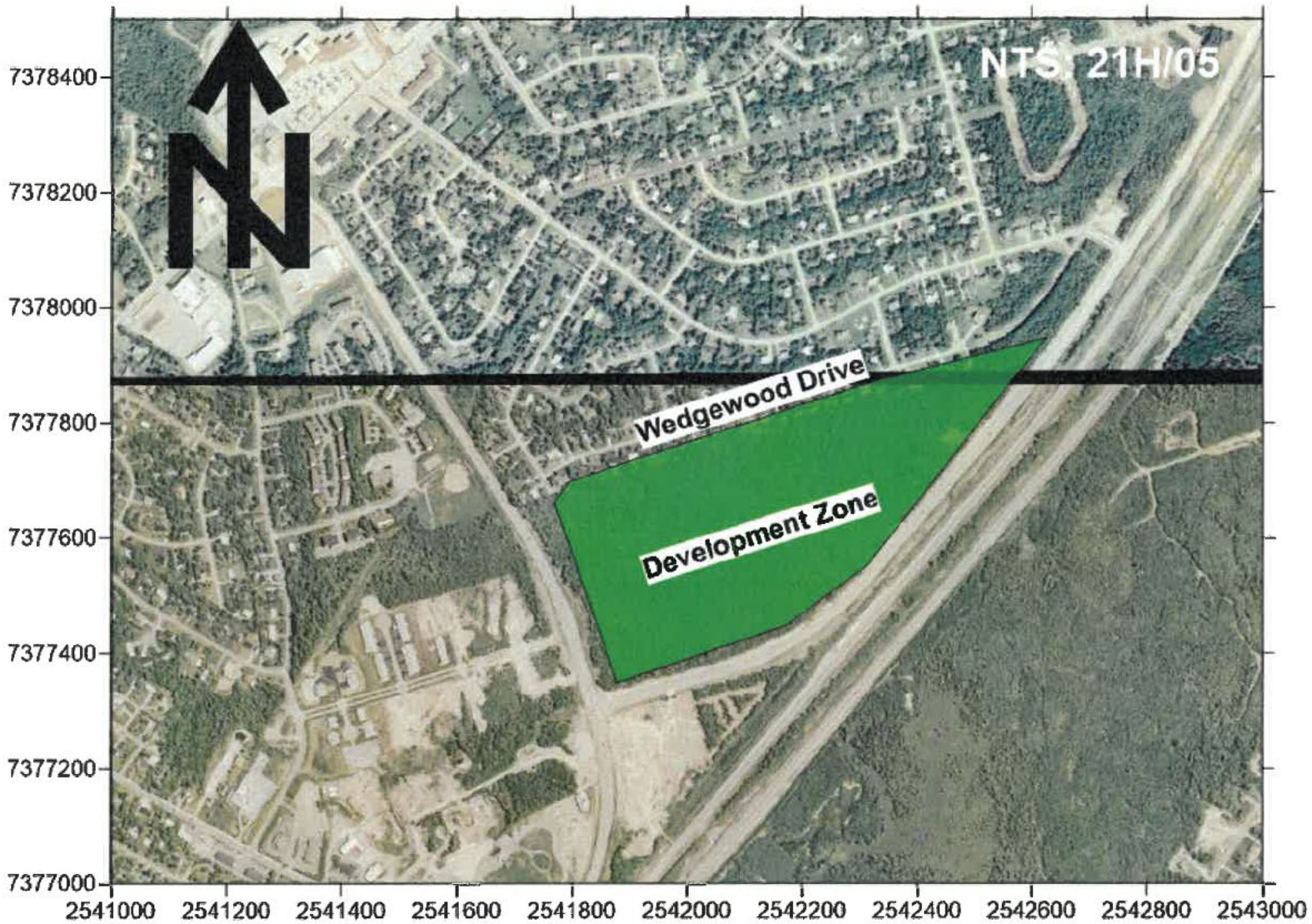
With the above in mind:

Will the development financially compensate the residents of Wedgewood for the lower quality of life due to higher costs associated with house maintenance and repair from wind & water erosion, noise & light pollution, and will the developers provide financial compensation for any aquifer contamination? Historically we have witnessed and have been victims of developers filing for bankruptcy rather than paying to address the liabilities they have caused to residents / property owners. Numerous close friends have had to default on payments and declare bankruptcy due to property development companies finding ways to default on their environmental and economical responsibilities. Will the town of Rothesay provide financial assurance to the residents impacted by this development in the case of water contamination or repairs needed on their property caused by development? Are there safeguards already being developed for the concerns outlined in this e-mail?

Thank you very much for your time and attention to this matter. I have attached a PDF that shows the topography of the area of concern and the inflection point of where the topography starts to dip within the development zone. Please do not hesitate to reach out to me with any follow up questions associated with this e-mail, and I look forward to the meeting on July 21st.

Yours in trust.





From:
To: [Rothesay Info](#)
Subject: Development proposal
Date: Tuesday, July 15, 2025 2:24:42 PM

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

Good afternoon

My name is _____ and I live at 6 Wedgewood drive. The concern I have with such a large development is the potential loss of my well. I would like to see the developer assist in covering some of the cost of hooking Wedgewood drive residents up to the town water system .

Regards

2025July21 PublicMeeting Millennium/CampbellDriveProject FINAL_088

From: [Mark Reade](#)
To: [Mary Jane Banks](#)
Subject: FW: Millenium proposal
Date: Wednesday, July 16, 2025 8:38:09 AM
Attachments: [Millenium Site Plan zzap.pdf](#)

-----Original Message-----

From: Mark Reade <markreade@rothesay.ca>
Sent: July 16, 2025 8:37 AM
To:
Subject: RE: Millenium proposal

the larger photo is attached.

Mark

-----Original Message-----

From:
Sent: July 14, 2025 3:12 PM
To: Mark Reade <markreade@rothesay.ca>
Subject: Millenium proposal

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

Good afternoon Mark, thanks for returning my calls.

I would appreciate it if you send me the larger picture of the zzap Consulting proposal. I found I couldn't read the printing on the one online or in the mail. If I enlarged it, it just got blurry. And I don't know what some of the markings mean, such as the broken green line, which I think refers to a trail, but can't be sure where it goes.

I wanted to ask about the timeline for sending written comments to the town. I was surprised that the deadline for written comments comes before the public meeting, rather than after, thinking the information from it would allow for more informed comments, if the purpose is pass on to council any areas we feel are important relative to the development agreement.

I'm cautiously optimistic about this development, the residential nature fits better with both the town plan and the existing neighbourhood than the previous box store plan. It is, however, very dense residential and would doubtless require some infrastructure changes. 1277 "dwelling units" is hard to imagine in that space. I'm assuming the hope is to have good walkability to service providers close by, which Millennium and Campbell don't currently offer. Also adequate parking, etc.

I've looked at some projects this consulting company has worked on, and their design looks very appealing. I look forward to seeing the larger picture, and then the information available at the public meeting.

Sent from my iPad



LEGEND

- SITE BOUNDARY
- ADJACENT PROPERTY BOUNDARY
- EXISTING INTERNAL BOUNDARY
- PROPOSED PROPERTY BOUNDARY
- WETLAND / BOREAL ENVIRONMENT
- WETLAND / WATERCOURSE BUFFER

BUILDING STATISTICS

BUILDING	HIGH (STOREYS)	RESIDENTIAL UNITS	COMMERCIAL SPACE (SQFT)
1.1	4	77	9,625
1.2	4	87.5	10,850
1.3	4	77	9,625
1.4	4	87.5	10,850
1.5	4	42	5,490
1.6	4	56	6,889
2.1	4	72	-
2.2	4	72	-
2.3	4	72	-
2.4	4	48	-
3.2	4	72	-
3.3	4	64	-
3.4	4	64	-
3.5	4	72	-
3.6	4	64	-
4.1	1	0	40,472
4.2	3	72	-
Stacked townhouses (single family)	-	144	-
TOTAL	-	1,377	93,801

** UNIT COUNT BASED ON 789 SQFT UNIT SIZE

SITE STATISTICS:

PID: 20227086 16.2 HECTARES
PID: 00173443 9.59 HECTARES
TOTAL AREA 25.79 HECTARES
SITE AREA: 22.8 HECTARES
EXISTING ZONE: MILLENNIUM PARK (MP)

NOTES:

SUBJECT TO SURVEY, PROPERTY LINES AND TOPOGRAPHIC FEATURES ARE APPROXIMATE ONLY. SITE SUBJECT TO REGULATORY REVIEW.

SOURCES:

PROPERTY LINES AND TOPOGRAPHIC FEATURES FROM PROVINCIAL MAPPING (GEONE)



2025July21 PublicMeeting Millennium/CampbellDriveProject FINAL_090

From:
To: [Rothesay Info](#)
Subject: Millennium Drive expansion
Date: Wednesday, July 16, 2025 3:54:22 PM

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

Hello, I have a few questions on the new proposed development as I live on Wedgewood Drive.

1. Well impacts. Assuming this development will be on town water, I'm still concerned about the impacts to our well water. Have or will studies be done to assess the impact.
2. 1277 units. Will there be studies on the impact of the traffic on Millennium Drive? Assuming each dwelling has one car if not 2, that's a lot of traffic even with 3 new entrances/exits. The town should consider widening Millennium Drive and adding sidewalks.
3. The green space to the right of the development, will this remain a green space?
4. From the drawing it looks like there are two walking paths connecting to Wedgewood Drive vs a connecting street. I would like to confirm these will remain as walking paths.

Thank you - 15 Wedgewood Drive

Sent from my iPhone

From:
To: [Rothesay Info](#)
Subject: Millennium Proposal
Date: Wednesday, July 16, 2025 9:07:24 PM

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

Town Clerk

Being a resident whose property directly abuts the property, I have questions and concerns around the construction schedule for the above mentioned proposal.

How soon do you expect the construction to begin?

Will the single family lots be developed in the first phase?

Will the entire site be cleared in the first phase phase?

How long will it take to complete the entire project?

Will the developer be prepared to entertain questions re schedule at the public presentation?

On another note will the project include a cross walk or pedestrian lights on Campbell Drive to allow new and existing residents access to the Superstore complex?

And will the project include sidewalks on Millennium Drive?

Thank you in advance for considering my questions!