

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, September 12, 2022
7:00 p.m.



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	8 August 2022
Public Hearing	15 August 2022
Public Meeting	15 August 2022

➤ **Business Arising from Minutes**

3. OPENING REMARKS OF COUNCIL

PRESENTATION: Through the Lens Photo Contest Winner – Don Arsenaault

3.1 Declaration of Conflict of Interest

4. DELEGATIONS

4.1 Envision Saint John Paulette Hicks and Jillian MacKinnon (*see Item 9.2.1*)

5. CORRESPONDENCE FOR ACTION

- 5.1 13 August 2022 Decoding Dyslexia New Brunswick “Mark it Red for Dyslexia” campaign
Light Town Hall red for one day between October 15-22, 2022
- 5.2 27 August 2022 Letter from resident RE: municipal services on Balmoral Boulevard
Refer to staff

6. CORRESPONDENCE - FOR INFORMATION

- 6.1 3 August 2022 Letter from Quispamsis to Electoral Boundaries Commission NB
- 6.2 12 August 2022 Proclamation request for Fetal Alcohol Spectrum Disorder Awareness month
- 6.3 24 August 2022 Letter from UMN to Minister Allain RE: Local Governance Reform

7. REPORTS

7.0 September 2022 Report from Closed Session

- 7.1 9 September 2022 Fundy Regional Service Commission (FRSC) Proposed Operating budget
- 7.2 31 July 2022 Draft unaudited Rothesay General Fund Financial Statements
- 31 July 2022 Draft unaudited Rothesay Utility Fund Financial Statements
- 31 July 2022 Donation Summary
- 25 August 2022 Draft Finance Committee meeting minutes
- Compassionate Grief Centre
 - Kennebecasis Rowing Club and Kennebecasis Paddling Centre
 - Rocmaura Foundation
 - Kings Way Lifecare Alliance Foundation

ROTHESAY

Regular Council Meeting

Agenda

-2-

12 September 2022

- 7.3 August 2022 Monthly Building Permit Report
 7.4 2 September 2022 Capital Projects Summary
 7.5 2021 Recycle NB Annual Report (*full report available on www.recyclenb.com*)

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 Rothesay Hills (Higginson Avenue)** (Tabled August 2022) **Remove from table**

- 2 September 2022 Report prepared by DPDS White
 ➤ Amended Development Agreement
 ➤ Plan Assent Dwg. 21199SDT1-Phase1 (June 28, 2022)

Various Correspondence (8) from residents (*receive/file*)

8.5 Highland Avenue/Hillcrest Drive

- 31 August 2022 Memorandum from Town Clerk Banks
 DRAFT By-law 2-10-31
 26 August 2022 Report from DPDS White
 DRAFT Amended Development Agreement

9. NEW BUSINESS**9.1 BUSINESS ARISING FROM PUBLIC HEARING****9.1.1 122 Gondola Point Road/2 and 4 Clark Road**

- 25 August 2022 Memorandum from Town Clerk Banks
 DRAFT By-law 2-10-32

9.2 BUSINESS ARISING FROM DELEGATIONS**9.2.1 Envision Saint John** Presentation*Receive/file***9.3 Kennebecasis Park Pathway – Broadway to Forest**

- 1 September 2022 Report prepared by DO McLean
 12 August 2022 Email from resident

ROTHERSAY

2022September12OpenSessionFINAL_003

Regular Council Meeting
Agenda

-3-

12 September 2022

9.4 Rothersay Pickleball Courts

12 September 2022 Report prepared by DRP Jensen

10. NEXT MEETING

Regular meeting **TUESDAY**, October 11, 2022 at 7:00 p.m.

11. ADJOURNMENT

9TH ANNUAL

THROUGH THE LENS

PHOTO CONTEST

A PICTURE IS WORTH A THOUSAND WORDS!

Our Town is well known for its people, history, quality of life and picturesque location in the Kennebecasis Valley. Rothesay boasts parks, beaches, wharves, playgrounds, hiking trails, biking lanes, many recreation sites and some hidden gems too!

Show us your favorite spot in Rothesay (that you are willing to share) *through the lens* of your camera. Send your photos of spring, summer, fall, winter – makes no difference – we will take them all! **Please read ALL the requirements below prior to submitting photos.**

SUBMISSION DEADLINE: August 24th, 2022

EMAIL YOUR ORIGINAL SUBMISSIONS TO: KirstinDuffley@Rothesay.ca

REQUIREMENTS: One photo per email (maximum of 5 submissions) with subject line "Through the Lens 2022". Include your name, email address, phone number, date, and location of where the photo was captured. Send in jpeg/jpg/png format with a minimum photo dimension of 1024x768 pixels and minimum of 1MB and maximum of 5MB in size.

VOTING: August 26th – September 2nd, 2022. Vote by "liking" your favourite photo on the Rothesay Facebook Page. The contest winner will be determined by the greatest number of "likes" on the Rothesay Facebook Page. The winner of the *Through the Lens Photo Contest* will be recognized at the Rothesay Council meeting on September 12th, 2022.

TERMS AND CONDITIONS

All entries must be photographs taken in Rothesay, New Brunswick in the season of your choice. Photos will be screened for appropriateness before being considered for voting. Photos that are deemed inappropriate or do not include the Town in the image will be void. Appropriateness of the photos is at the sole and exclusive discretion of the Town.

By entering the contest, the participant authorizes Rothesay to reproduce and display all submitted photos on the Town website, social media channels, in the community newsletter or any other print and digital materials.

Participants who submit a photo depicting people (readily recognizable) must obtain and submit written permission from the people photographed.

PLACE BRAND

00.

CONTENTS

- 01. Overview
- 02. Research
- 03. Place Brand
- 04. Marketing Infrastructure

01. OVERVIEW



VISION

To be a GROWING, VIBRANT, DYNAMIC region.





FOCUS PILLARS OF GROWTH

01.

POPULATION

Includes: students,
immigrants, repatriated
residents, workers, etc.

02.

BUSINESS

Includes: entrepreneurs,
investment attraction, real
estate development, etc.

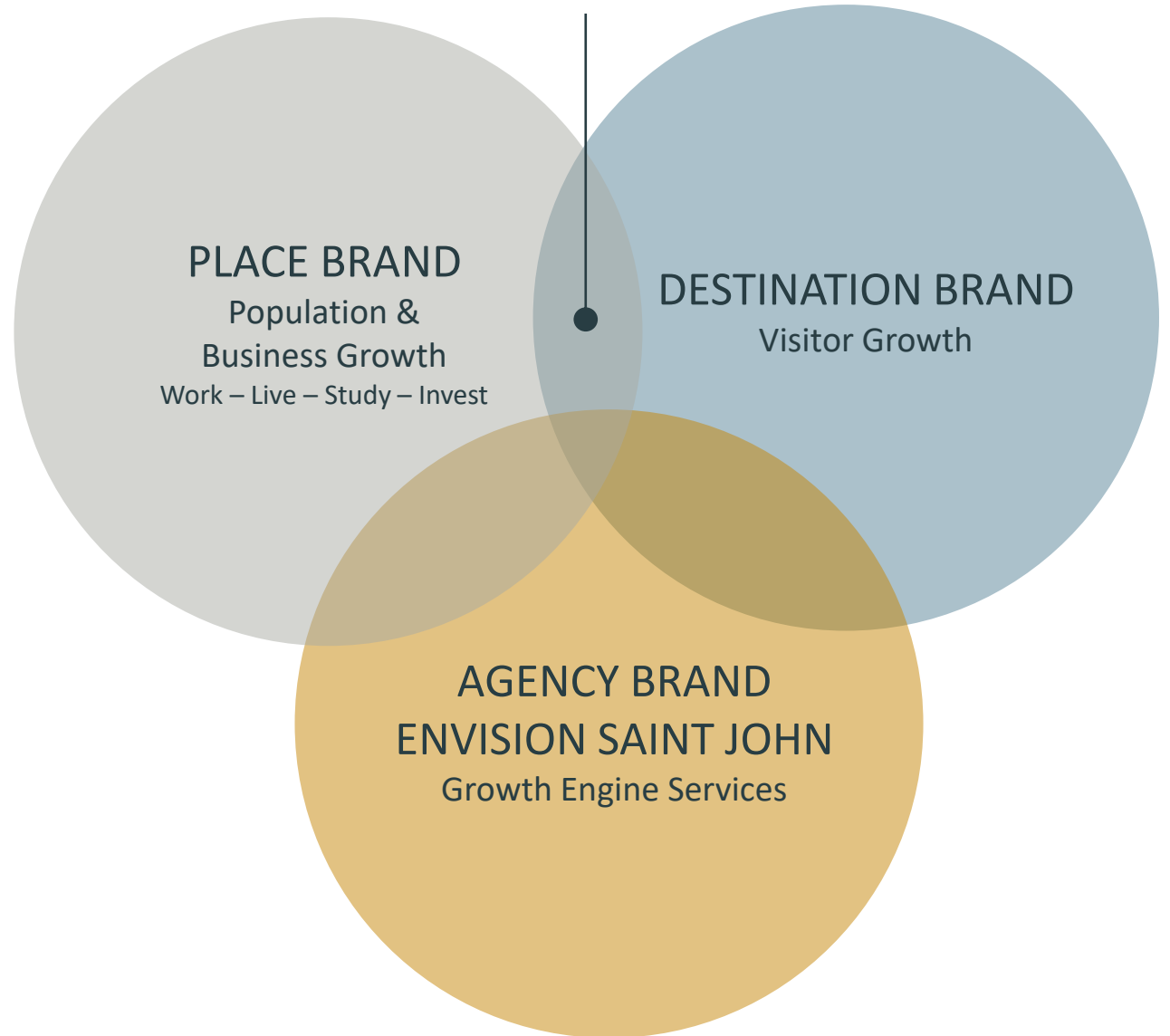
03.

DESTINATION

Regional, national and
international visitors.

VISITORS WHO RELOCATE.
INVESTORS WHO COMMIT.
NEW RESIDENTS.

BRAND ECOSYSTEM



02.

RESEARCH

RESEARCH

PLACE BRAND

A distinct, authentic, memorable representation of the Saint John region. It is the aspirational “North Star” that captures hearts and minds, enlisting supporters, attracting investors, and motivating those who can activate growth.

It is the paramount brand element in the Envision Saint John positioning ecosystem, living in balance with the agency and destination brands.



RESEARCH

VALUE PROPOSITIONS

MODERNITY

RELEVANCE

OWNABILITY

LIKEABILITY

CLARITY

APPEAL



ONLINE SURVEY



407 PARTICIPANTS



MOOD BOARDS

HISTORY OF LOOKING FORWARD

The Saint John region has a proven track record of forward thinking, with Canada's first incorporated city at its core and many notable firsts to its name. Today, Saint John is much more than just a city; it's a unique region, united by history, pride of place, and a shared vision for future growth. Here, you will find the winning mentality that comes from years of being first. The region continues to write its next chapter of growth – and we invite you to be a part of it.

RESEARCH

METHODOLOGY



GROWTH

OPPORTUNITY



VALUE PROPOSITION

A HISTORY OF LOOKING FORWARD was tested and had the strongest performance. Based on feedback received, it was updated to . . .

ALWAYS MOVING FORWARD

03. PLACE BRAND

BRAND PROMISE

ALWAYS MOVING FORWARD

The Saint John region has a proven track record of forward-thinking, with Canada's first incorporated city at its core and many notable firsts to its name (Canada's first bank, newspaper, and museum — to name just a few). Today, ours is a region united by pride of place and a strong determination to ensure future growth. At its heart, a truly vibrant, modern city with a major port. Within driving distance, bountiful nature and characterful communities. Here, you will find a modernity grown organically and authentically from the roots of past success. You will find people who appreciate the region's many assets – people who visualize and invent, working to make plans a reality with a deep-held confidence that moves us ever forward.



BRAND EXPERIENCE

INSPIRED & EMPOWERED

Every interaction with the Saint John region will leave you feeling like anything is possible — and this is the place to do it. You will feel inspired by the region's rich history of successes and invigorated by its fresh vision for the future. Anytime you see or hear our name, you will get the sense that more is possible — in your lifestyle, your business or job, your investment, or area of study. You will feel like you can pursue your ambitions here and that you will be supported every step of the way. You will feel empowered, you will feel like you belong, and you will be left with no doubt that you can grow here.



BRAND VALUES

AUTHENTIC & AMBITIOUS

The Saint John region is a place in a constant state of evolution. There's something in the air here that gives people a quiet confidence that the future will be bright. It comes from a combination of those past successes and the special balance of locational advantages, abundant nature, and inspiring urban modernity. The region is built around the harbour and its natural resources, but it is progressed by the drive and ambition of its people. We are upbeat. Plain-speaking, hardworking, with no airs — just that relentless drive. We have a strong sense of identity and that's our north star. We want to consolidate the great things we've got going and we want to build on them for the future. We welcome visitors, returning residents, and businesses wishing to add themselves to our momentum. We cherish our friends, and we have each other's backs. We always find a way.

AUTHENTICITY

MOMENTUM

POSSIBILITY

VIBRANCY

BALANCE

BRAND PERSONALITY

CONFIDENT & ENCOURAGING

How would you know the Saint John region if you met on a street corner?

The first thing you would notice would be our openness and enthusiasm. We are that person who makes you feel better about yourself in every interaction. When a place is so comfortable in its own skin, it's easy to be inviting to others and open to new ideas. We are proud of our home and the lifestyle and opportunities it offers, and we are excited to have you be a part of it. In short, we are real. Natural. Authentic. We are true to ourselves and continually inspired by the wave of momentum we have created. We are ready to say, "Welcome; let's go!" to anyone who wants to come and be part of our growth — no matter where in the world you are coming from.



BRAND PERSONALITY

WE ARE: MOMENTUM-BUILDING OPEN TO POSSIBILITIES
VIBRANT BALANCED GROWING FLEXIBLE AGILE INSPIRING
COMMITTED VISIONARY AMBITIOUS TRIED AND TESTED
FORWARD-THINKING POSITIVE COLLABORATIVE WELCOMING
INVITING ENCOURAGING SUPPORTIVE ENTREPRENEURIAL
ENTHUSIASTIC ADVENTUROUS NATURAL HOME

BRAND PERSONA

THE GRITTY GO-GETTER

Here in the Saint John region, we just love to roll up our sleeves and get things done. Our preferred timeline? Since “yesterday” isn’t an option, we’ll go with “right now”. You see, not only are we strategic planners; we are also diligent doers. While preparation is paramount, execution is essential, and our legacy of entrepreneurial spirit demands that we keep things moving forward. We are inspired by breakthroughs of the past, we celebrate how far we’ve come, and we continually set our sights on a bigger, brighter future.





WORDMARK

THE
SAINT 
JOHN
REGION

PLACE BRAND

SAMPLE CREATIVE

NOTE: The creative samples do not contain final copy or images. They are templates that would be used and updated based on future communication opportunities.



04. MARKETING INFRASTRUCTURE

MARKETING INFRASTRUCTURE



THE SAINT JOHN REGION ALWAYS MOVING FORWARD

PLACE BRAND PURPOSE - To set out the defining character of the region and attract attention from students, those looking for career opportunities, emigrating to Canada, seeking investment opportunities, or relocating/establishing a business enterprise.



DISCOVER SAINT JOHN & THE TOWNS BY THE BAY

DESTINATION BRAND PURPOSE - To describe and appeal to people of all ages and backgrounds who are planning a first trip to New Brunswick, attending / organizing a conference or event, setting up tours to the area, returning for vacation, or just looking for something new and different to do on a day off.



ENVISION SAINT JOHN: THE REGIONAL GROWTH AGENCY

AGENCY BRAND PURPOSE - To set out the identity of the agency for all internal communication, stakeholder / alliance / partner communication, and government affairs activity.

THANK YOU



Decoding Dyslexia New Brunswick 2022September12OpenSessionFINAL_049
PO Box 30046 Prospect Plaza
Fredericton, NB
E3B 0H8



To Whom It May Concern

I am participating with Dyslexia Canada to support Dyslexia awareness during the month of October. I, along with Decoding Dyslexia New Brunswick, would like to request support in raising awareness of the 15-20% of our population living with dyslexia.

For the many kids struggling with dyslexia, due to lack of awareness of this disability, they lack the support needed for them to learn to read, write and spell with their peers and be successful in school and in life. In recognition of International Dyslexia Awareness month, Dyslexia Canada is asking cities across Canada to light up their City Hall or other available buildings in red for one day during their second annual campaign "**Mark it Red for Dyslexia**"

You can find a complete listing of all participating cities on their website at [Mark it Read — Dyslexia Canada](https://www.dyslexia.ca/mark-it-read).

The [Ontario Right to Read Inquiry](https://www.ontario.ca/government/ontario-right-to-read-inquiry) found that learning to read is in fact a right that is being denied to a significant portion of children. October is now recognized by Health Canada as a [Health Promotion month](https://www.healthcanada.ca/health-promotion-month).

I would love to be able to say that my surrounding Community took part this year. This October, please consider my request to light up the Town/City Hall or any other community building in red for at least one day during the week of October 15 – 22, 2022 to bring awareness and shine a light on the kids in our classrooms who need our help.

Thank you for your consideration. I look forward to your support this October and please send us a photo of your Building!

We can be reached via email at decodingdyslexianb@gmail.com or through our Facebook page <https://www.facebook.com/decodingdyslexianb/>.

2021 Participation

LIGHTINGS

New Brunswick Legislative Building
Bathurst
Boucoucher
Dalhousie
Dieppe
Edmundston
Gagetown
Grand Bay-Westfield
Grand Manan
Hampton
Memramcook
Miramichi



Moncton
New Maryland
Paquetville
Plaster Rock
Quispamsis
Richibucto
Riverview
Rothesay
Sackville
Saint John
St. Stephen
Sussex
Woodstock

SCHOOLS

Bessborough
Blacks Harbour
Bright Minds Preschool
Deer Island
Ecote Saint Anne
Fredericton Christian Academy
Fredericton Montessori
Fundy Middle & High
Fundy Shores
Geary Elementary
Hartland Community
Lakerfield Elementary
Lakewood Heights
Leo Hayes
Little Blossoms Learning
Meduxnekeag Consolidated

#MarkItRead2021



Milltown
Moncton High
Origins Academy
Port Elgin
Priestman Street
Quispamsis Middle
Saint Rose
Saint Thomas University
Sprouts Early Education
St. George Elementary
St. Stephen Elementary
St. Stephen Middle
Sussex Elementary
The Woods
Touchstone Academy
Townsville
Westfield

BUSINESS & COMMUNITY

Elementary Literacy
Connections 2 Learning
AYR Motor Centre
Kennebecasis Police Force
Kennebecasis Fire Department
Plaster Rock Fire Department
Woodstock Child & Youth Team
Clipper Ship Beach Motel
Scotia Bank Saint Andrews
International Brotherhood of Electrical Workers (IBEW37)

Uptown Saint John
Silvermark
Monty Construction
Woodstock Police Force
LDANB
River Valley Sun



Decoding Dyslexia New Brunswick email: decodingdyslexianb@gmail.com
Arlene Mortensen,

Decoding Dyslexia New Brunswick 2022September12OpenSessionFINAL_050
PO Box 30046 Prospect Plaza
Fredericton, NB
E3B 0H8



Pour qui cela peut intéresser

Je participe avec Dyslexie Canada pour soutenir la sensibilisation à la dyslexie pendant le mois d'octobre. Avec Decoding Dyslexia Nouveau-Brunswick, j'aimerais demander de l'aide pour sensibiliser les 15 à 20 % de notre population vivant avec la dyslexie.

Pour les nombreux enfants aux prises avec la dyslexie en raison du manque de sensibilisation à ce handicap pour fournir le soutien nécessaire pour qu'ils apprennent à lire, écrire et épeler avec leurs pairs et réussissent à l'école et dans la vie. En reconnaissance du Mois international de la sensibilisation à la dyslexie, Dyslexie Canada demande aux villes de partout au Canada d'éclairer leur hôtel de ville ou d'autres bâtiments disponibles en rouge pendant une journée lors de leur deuxième campagne annuelle. « **Marquez-le en rouge pour la dyslexie** ».

Vous pouvez trouver une liste complète de toutes les villes participantes sur leur site Web à l'adresse [Mark it Read — Dyslexia Canada](#).

[L'enquête sur le droit à la lecture de l'Ontario](#) a révélé qu'apprendre à lire est en fait un droit qui est refusé à une partie importante des enfants. Octobre est maintenant reconnu par [Santé Canada](#) comme un mois de promotion de la santé.

J'aimerais pouvoir dire que ma communauté environnante a participé cette année. En octobre, veuillez considérer ma demande d'éclairer l'hôtel de ville ou tout autre bâtiment communautaire en **rouge** pendant au moins une journée au cours de la semaine du **17-22 octobre** pour sensibiliser et mettre en lumière les enfants de nos salles de classe qui ont besoin de notre aide.

Merci pour votre considération. J'attends avec impatience votre soutien en octobre et s'il vous plaît envoyez-nous une photo de votre

Nous sommes joignables par email à decodingdyslexianb@gmail.com ou via notre page Facebook <https://www.facebook.com/decodingdyslexianb/>.

2021 Participation

LIGHTINGS

New Brunswick Legislative Building
Bathurst
Boucouché
Dalhousie
Dieppe
Edmundston
Gagetown
Grand Bay-Westfield
Grand Manan
Hampton
Memramcook
Miramichi



Moncton
New Maryland
Paquetville
Plaster Rock
Quispamsis
Richibucto
Riverview
Rothesay
Saint John
St. Stephen
Sussex
Woodstock

SCHOOLS

Bessborough
Blacks Harbour
Bright Minds Preschool
Deer Island
Ecote Saint Anne
Fredericton Christian Academy
Fredericton Montessori
Fundy Middle & High
Fundy Shores
Geary Elementary
Hartland Community
Lakeland Elementary
Lakewood Heights
Leo Hayes
Little Blossoms Learning
Meduxnekeag Consolidated

#MarkItRead2021



Milltown
Moncton High
Origins Academy
Port Elgin
Priestman Street
Quispamsis Middle
Saint Rose
Saint Thomas University
Sprouts Early Education
St. George Elementary
St. Stephen Elementary
St. Stephen Middle
Sussex Elementary
The Woods
Touchstone Academy
Townsville
Westfield

BUSINESS & COMMUNITY

Elementary Literacy
Connections 2 Learning
AYR Motor Centre
Kennebecasis Police Force
Kennebecasis Fire Department
Plaster Rock Fire Department
Woodstock Child & Youth Team
Clipper Ship Beach Motel
Scotia Bank Saint Andrews
International Brotherhood of Electrical Workers (IBEW37)



Uptown Saint John
Silvermark
Monty Construction
Woodstock Police Force
LDANB
River Valley Sun

Decoding Dyslexia New Brunswick email: decodingdyslexianb@gmail.com
Arlene Mortensen,

7 Balmoral Blvd
Rothesay
E2E0V9
August 27th 2022

Mayor and Council
Town of Rothesay



Dear Dr Grant and Council,

We bought a garden home in this complex in April 2020. We pay taxes to the town of Rothesay. However, unlike other residents of Rothesay, we do not have kerbside recyclable pickup. This is becoming a bigger issue, as the large recycling bins at various locations are due to be removed in October, so we will have no alternative but to put our plastics etc in the garbage. This is unacceptable.

Please explain why we do not have this and other services, such as snow clearance, to which we should be entitled, as tax payers in Rothesay.

Thank you for your attention.

Yours sincerely



Office of the Mayor Town of Quispamsis

12 Landing Court | P.O. Box 21085 | Quispamsis, NB | E2E 4Z4
T: 506 849 5778 | F: 506 849 5799 | quispamsis@quispamsis.ca

August 3, 2022

Electoral Boundaries Commission for New Brunswick
P. O. Box 161
Edmundston, NB
E3V 3K8

c/o NB@redcoupage-federal-redistribution.ca

To Whom It May Concern:

RE: Inclusion of Quispamsis in proposed new riding

Thank you for your recent review and submission of proposed changes to the Federal Electoral Boundaries for New Brunswick.

Quispamsis Town Council, at its July 19, 2022 Regular Meeting, went on record supporting your commission's proposal to move Quispamsis from the Fundy Royal riding to the new "Saint John-Kennebecasis" riding with Rothesay and part of Saint John.

Council was of the view that Quispamsis shares more commonalities with the neighbouring communities of Saint John, which serves as the economic hub of our region, and Rothesay than with the more rural areas in Fundy Royal.

We look forward to implementation of the new boundary changes.

Yours truly,

A handwritten signature in black ink that reads "Libby O'Hara".

Libby O'Hara
Mayor

cc: Mayor and Common Council, City of Saint John
Mayor and Council, Town of Rothesay
Hon. Rob Moore, MP Fundy Royal
Mr. Wayne Long, MP Saint John-Rothesay

Liz Hazlett

From: Liz Hazlett
Sent: Wednesday, August 17, 2022 3:13 PM
To: Liz Hazlett
Subject: FW: Request for the Provincial Proclamation of FASD Awareness Month in September

From: fasdNL Project Assistant <fasdnlassistant@gmail.com>
Sent: August 12, 2022 1:30 PM
Subject: Request for the Provincial Proclamation of FASD Awareness Month in September

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

Hello,

My name is Laura Squires and I work with a wonderful organization known as **fasdNL**. I am writing to you today because fetal alcohol spectrum disorder (FASD) matters. **FASD** is the leading cause of developmental disability in Canada with approximately **1.4 million Canadians** impacted.

fasdNL works to educate, network, and share resources to improve the lives of individuals, families, and communities across Newfoundland and Labrador. We are currently leading a multi-year **FASD** project in Atlantic Canada funded by the Public Health Agency of Canada.

By promoting accurate and credible information, **fasdNL** is focused on increasing the awareness of **FASD** and related issues among individuals, families, and communities. We believe that such awareness efforts will assist in the prevention of **FASD** as well as to increase support and functioning for those affected by **FASD**.

On behalf of our Executive Director, Katharine Dunbar Winsor, I ask you to join us with our initiative across Atlantic Canada and **proclaim the month of September, 2022 to be FASD Awareness Month** for all cities, towns and municipalities in New Brunswick. Attached is a brief letter that I urge you to read, and the proclamation, should you decide to do so.

If you do decide to proclaim **September** to be **FASD Awareness Month**, we would love a photo of the proclamation being signed by the authority, or of the signed proclamation itself. We plan on sharing photos of all towns/cities that issue proclamations on our social media and on our forthcoming "Putting FASD on the Map" release.

I hope that we may work together to spread awareness of FASD and improve the lives of those in our communities!

Thank you for your time and I look forward to hearing from you.

Best,

Laura Squires

Laura Squires (*she/her*)

Project & Logistics Assistant - fasdNL

www.fasdnl.ca

[Twitter](#) & [Facebook](#)

709 704 4244

fasdNL's has launched Atlantic Canada's first ever FASD prevention and awareness social media campaign. To view the campaign visit www.fasdnl.ca/prevention

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Community Needs Assessment

Do you have experiences living or working with FASD in Atlantic Canada? Are you interested in participating in a:

A survey

An interview

A focus group



fasd NL

Copy the link to participate in our survey or contact fasdnassistant@gmail.com to participate in an interview or focus group!

https://mun.az1.qualtrics.com/jfe/form/SV_aVKJgykVjn7j2g6

[Take the Survey Now!](#)

fasdNL respectfully acknowledges the territory on which we gather and conduct our work on as the ancestral and unceded territory of a diverse number of groups including Mi'kmaq, Beothuk, Wolastoqiyik (Maliseet), Passamaquoddy, Innu, and Inuit. We strive for respectful partnerships with all the peoples (Indigenous and non-Indigenous) of the Atlantic provinces as we search for collective healing and true reconciliation and honour this beautiful land together.

To whom it may concern:

August 2022

fasdNL is a pan-provincial organization working to educate, provide supports and resources, and raise awareness about fetal alcohol spectrum disorder (FASD) in Newfoundland and Labrador and Atlantic Canada.

fasdNL is currently leading a three-year FASD prevention, awareness, training, and collaborative action project in the four Atlantic provinces.

FASD is a diagnostic term used to describe impacts on the brain and body of individuals prenatally exposed to alcohol. FASD is a lifelong disability. Individuals with FASD will experience some degree of challenges in their daily living, and need support with motor skills, physical health, learning, memory, attention, communication, emotional regulation, and social skills to reach their full potential. Each individual with FASD is unique and has areas of both strengths and challenges.

September 9th marks international FASD day. This day is recognized around the world and is intended to build awareness about the condition and surrounding stigma within communities, organizations and governments.

As part of our FASD initiatives across Atlantic Canada, we are asking communities, municipalities and cities to proclaim the month of September, 2022 to be FASD Awareness Month. We ask you to join us as we put 'FASD on the Map'. Visit our website or social page to learn more about this initiative.

We encourage you to learn more about our organization and activities and get involved by visiting www.fasdnl.ca or visiting us on Facebook, Twitter, and Instagram: @fasdnl.

Katharine Dunbar Winsor
Executive Director, fasdNL

Proclamation

**Fetal Alcohol Spectrum Disorder (FASD) Awareness Week
September 2022**

WHEREAS: Fetal Alcohol Spectrum Disorder (FASD) is a diagnostic term used to describe impacts on the brain and body of individuals prenatally exposed to alcohol. FASD is a lifelong disability. Individuals with FASD will experience some degree of challenges in their daily living, and need support with motor skills, physical health, learning, memory, attention, communication, emotional regulation, and social skills to reach their full potential. Each individual with FASD is unique and has areas of both strengths and challenges.

WHEREAS: fasdNL is a pan-provincial organization that educates, provides supports and resources, and raises awareness about fetal alcohol spectrum disorder (FASD) in Newfoundland and Labrador and Atlantic Canada; and

WHEREAS: fasdNL is leading a three-year FASD prevention, awareness, training, and collaborative action project in the four Atlantic provinces; and

WHEREAS: FASD Awareness week is devoted to raising awareness of fetal alcohol spectrum disorder (FASD) to improve prevention of FASD and diagnosis and support for individuals with FASD and broad public awareness helps to put FASD the 'map'; and

THEREFORE: I, Job Title, Name, do hereby proclaim the month of September, 2022 to be FASD Awareness Month, as cause/issue/special occasion etc. in the Name of City/Town.

Signed at City/Town Hall, City/Town, Province on this DAY day of MONTH, 2022.

Job Title, Name



August 24, 2022

Hon. Daniel Allain, Minister
Local Government and Local Governance Reform
P.O. Box 6000
Fredericton, NB E3B 5H1

Dear Minister Allain,

On behalf of the Union of the Municipalities of New Brunswick's (UMNB) 61 municipal members we want to provide you with the following information in the spirit of improving the municipal reform process. UMNB has been steadfast in its support for municipal reform and once again credits your government for following through on this important initiative. We are now more than six months into the implementation process and during that time we have regularly polled our membership on their experiences. Recently, comments were shared with us regarding tax reform, the budgeting process and many other aspects and we have noted an increasing amount of concern and frustration specific to the lack of communication and transparency. We have highlighted some major themes where we believe improvement is needed to continue the reform process on a successful track.

Communications

Our members have highlighted that internal and external communications remain one of the biggest hurdles to effectively accomplishing the local governance reform (LGR). The amount of information being shared by facilitators and government is not equal in all areas, which means that municipalities are hearing information (oftentimes diverging information) from neighbouring municipalities or via the media. This has caused some confusion and is setting up unnecessary roadblocks which could be easily addressed with more regular contact from the department. If the facilitators are not able to address questions and concerns, then it may be best to let the municipalities and the RSCs make decisions directly with the guidance of ELG.

Additionally, we understood that there would be greater communication on LGR to the public especially around the upcoming elections. There is not a high level of public comprehension or awareness on why the elections are necessary, or even that one is happening. With limited resources, municipalities do not have the capacity to take on this critical task of explaining to residents outside their boundaries the rationale for these changes. Our members believe that the provincial government, as the organization with the global perspective of the reform, needs to lead on this communication (especially to the residents of the former LSD's) to ensure new communities can come together to be vibrant, sustainable, and cohesive. We are advised by our members that the means of communication used so far are not resonating with councils or



the public at large and would highly recommend that the province engage in a broader education and awareness campaign. We have raised this issue with the government on several occasions throughout the reform process, yet we remain concerned that the message is not getting out there. Our membership continues to feel that the issue needs to be rectified in short order and fear that if it is not, residents will only become aware when their taxes are increased in 2023 and will question municipalities and the province on the rationale and ask why they have not been advised previously.

Another key challenge is the access to detailed information on what is happening and why. The satisfaction level amongst UMNB members is low, greater access to information would make a big difference to municipalities. Your department would have a good sense of what will happen and when and we would recommend that by sharing that information earlier and directly to municipalities would help ensure councils can discuss these changes and allow for greater input to the reform process. We have attempted to assist in that process but have also found that information from your department is provided at the very last minute giving us little time or opportunity to share information and gain valuable insight from our members.

Recommendations

- Establish a weekly newsletter to councils, senior staff outlining what is expected and by when. UMNB is happy to offer space in its bulletin to accomplish this.
- Invest both human and financial resources towards a public communication strategy for LRG, to help explain what's happening, why, and outlining the benefits of the reforms. Perhaps, even assigning extra staff to ensure the message gets out.
- On the RSC side, get the technical and elected officials in the room at the same time to ensure everyone gets the same message.

Transparency

Transparency is increasingly becoming a sticking point among municipalities. With RSC and municipal budgets coming up, our members are increasingly concerned about the costs of new services and timelines with which the decisions need to be made. Many of our members view the aggressive timeline as being imposed so that decisions may be made without prior input from council, without necessary information such as the cost of the new mandated services, and without municipal budget being already determined. Municipal staff and Councils are required to be far more organized in their budgeting processes and such uncertainty and last-minute scrambling is causing severe stress and concern. The guiding principle behind the regional service commissions is to foster collaboration between communities. These commissions are meant to be a forum where communities could come together to make decisions for the good of their region. Municipalities should be driving those decisions with proper council discussion having taken place before a decision is reached. Giving time for



existing elected municipal councils to discuss RSC budgets would ensure that we are respecting the role of municipal governments who were elected by their citizens to make decisions on their behalf.

One of the LGR's goal is to establish greater collaboration between NB communities. To do this, the cards must be on the table and understanding the costs are key in this. Offering a range of what can be expected from the province would also help make better decisions. The government must commit to make this information public as soon as possible. Again, municipalities have been patiently waiting for this information for many months and the frustration is beginning to show. Our members are concerned about how these new services will be funded and how those cost will be distributed among municipalities and LSDs. Many municipalities/ Councils/ staff are concerned they will be held accountable for significant tax increases on services that are being mandated by the provincial government, which they have had little to no input on and will need to explain and justify those increases to their residents. In order to avoid this, our members believe that the province needs to release its costing immediately to ensure residents in the province are aware of the increased costs but also, more importantly, the increased/ improved services they will be receiving in return.

The downloading of services is another point that has been consistently raised with the RSC's being mandated to offer new services. Municipalities are concerned with how much these services will cost and if or when the province will finance these mandates. To date, we have seen few details on this important initiative. The only details we have received are related to the community development mandate, where the Economic and Social Inclusion Corporation will finance a certain \$60,000/year and ELG is topping up \$20,000 for this year. Should ELG decide to rescind the \$20,000 that would be a direct service download that will either result in a tax increase or service reduction at the local level. This is something our members have experienced previously so one can understand their reticence here.

As with all levels of government, municipalities are facing increased pressures with inflation and other responsibilities creeping into municipal jurisdictions. However, unlike other levels of government we have few financial levers to address the challenges these new services and responsibilities pose. Which puts heavy pressure on the back of our citizens and communities. The lack of meaningful tax reform in the local government reform process is only exacerbating this problem. It could ultimately leave municipalities with two choices: tax increases or service reductions. This is something we can all agree we do not want to see, which is why municipalities need more information on how these services will be funded.

Recommendations

- Provide financial costing of new services to municipalities and RSCs ASAP.



- Extend the deadline for budget submission to allow for councils to discuss these budgets as would happen in a normal year.

The Future of Municipal Staff

In our survey to UMNB's membership, one of the clearest points remains that municipal staff are demoralized, and many are overworked due to the reform. There's a perception that they have been overlooked and undervalued in this process. We have heard about resignations and early retirements which is of great concern to UMNB. Much is the case in other sectors, municipal leaders are concerned about having access to qualified and competent municipal staff. If the work of municipal employees is not recognized both publicly and financially, we risk losing them to other sectors and jeopardizing the entire basis of local governance reform. At a time when new municipal models and services are being implemented with new Councils being elected with little experience in these areas, we can ill-afford for this to happen.

It is why we believe that the professionalism of these individuals should be recognized as some of them have possibly worked themselves out of a job and the reform would not have been accomplished without their efforts. One of the key initiatives that the government could undertake is to reimburse municipalities for the work that staff did on the LGR. This would recognize the effort and dedication they have invested in municipal reform. LGR cannot succeed with our municipal staff.

Recommendations

- Develop a formula to reimburse municipalities for the work that municipal staff have done to make reform happen in the province.

We recognize this year's budget did not allocate resources for these initiatives; however, we cannot emphasize enough that these issues must be addressed and many other aspects of municipal reform which would allow for greater acceptance from the public and a much smoother transition. We recognize, as have you, that there will be bumps in the road. However, that doesn't mean we shouldn't try to smooth those out before we hit them or learn where they are and avoid them in the future. With more resourcing and better information sharing we can improve collaboration and ensure a more successful reform process, which is something we can all agree on. Thank you for reviewing our recommendations and we remain a willing and committed partner in making reform work for all municipalities.

Sincerely,

A handwritten signature in black ink, appearing to read 'Alex Scholten'. The signature is written in a cursive style with a long horizontal stroke extending to the right.

Alex Scholten, President
Union of Municipalities of New Brunswick



CC: Mr. Ryan Donaghy, Acting Deputy Minister, Local Government and Local Governance Reform
UMNB Members
Dan Murphy, Executive Director, Union of Municipalities of New Brunswick

Fundy Regional Service Commission
Operating Fund Budget
Corporate Services

	Budget 2022	Budget 2023
<u>EXPENDITURES</u>		
Governance	\$ 64,800	\$ 58,492
Administration		
Executive Director Office	62,880	429,990
Human Resources	33,700	25,250
Financial Management	113,920	124,890
Other Administrative Services	36,370	204,180
Capital Expenditures	0	65,000
 Total Corporate Services	 <u>\$ 311,670</u>	 <u>\$ 907,802</u>

Allocation to Other Funds:

Cooperative & Regional Planning Services	\$ 57,231	\$ 12,972
Regional Tourism Promotion	-	78,808
Regional Economic Development	-	78,808
Community Development	-	113,898
Regional Transportation	-	78,808
Regional Public Safety	-	78,808
Regional Sport, Recreation & Cultural	-	78,808
Local Planning Service	13,827	155,801
Solid Waste Services	234,225	215,495
Electrical Generation	6,387	15,596
	<u>\$ 311,670</u>	<u>\$ 907,802</u>

Fundy Regional Service Commission
Operating Fund Budget
Cooperative & Regional Planning Services

	Budget 2022	Budget 2023
REVENUE		
MEMBER CHARGES	\$ 48,966	\$ 7,111
SALE OF SERVICE	-	-
SECOND PREVIOUS YEAR SURPLUS	8,265	5,861
	<u>57,231</u>	<u>12,972</u>
EXPENDITURES		
ALLOCATION FROM CORPORATE SERVICES	57,231	12,972
REGIONAL PLANNING	-	-
REGIONAL POLICING COLLABORATION	-	-
REGIONAL EMERGENCY MEASURES PLANNING	-	-
OTHER SERVICES PROVIDED TO ALL MEMBERS	-	-
FISCAL SERVICES	-	-
	<u>57,231</u>	<u>12,972</u>
BUDGETED SURPLUS <DEFICIT>	<u>\$ -</u>	<u>\$ -</u>

DRAFT
Revision 3
Sept 9, 2022

Operating Fund Budget

Local Planning Service

	Budget 2022	Budget 2023
REVENUE		
MEMBER CHARGES	\$ 332,509	\$ 517,209
FEEES AND SERVICES	-	-
SECOND PREVIOUS YEAR SURPLUS	-	8,468
GOVERNMENT TRANSFER	-	-
	332,509	525,677
EXPENDITURES		
ALLOCATION FROM CORPORATE SERVICES	13,827	155,801
OTHER ADMINISTRATION	29,150	41,826
PLANNING SERVICES	146,400	186,980
INSPECTION SERVICES	124,590	138,570
FISCAL SERVICES	2,000	2,500
SECOND PREVIOUS YEAR DEFICIT	16,542	-
	332,509	525,677
BUDGETED SURPLUS <DEFICIT>	\$ -	\$ -

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Revision 3
Sept 9, 2022

Fundy Regional Service Commission

Operating Fund Budget

Electrical Generation

	Budget 2022	Budget 2023
REVENUE		
SALE OF SERVICE - SAINT JOHN ENERGY	\$ 159,564	\$ 160,200
SECOND PREVIOUS YEAR SURPLUS	-	-
TRANSFER FROM SOLID WASTE OPERATING FUND	82,122	27,395
TOTAL REVENUE	<u>241,686</u>	<u>\$ 187,595</u>
EXPENDITURES		
ALLOCATION FROM CORPORATE SERVICES	6,387	15,596
OTHER ADMINISTRATION	10,650	10,650
PERSONNEL	93,220	51,910
MACHINERY & EQUIPMENT	58,900	40,400
FISCAL SERVICES	72,300	65,500
SECOND PREVIOUS YEAR DEFICIT	229	3,539
TOTAL ELECTRICAL GENERATION	<u>241,686</u>	<u>187,595</u>
BUDGETED SURPLUS <DEFICIT>	<u>\$ -</u>	<u>\$ -</u>

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Revision 3
Sept 9, 2022

Operating Fund Budget

Regional Tourism Promotion

	Budget 2022	Budget 2023
REVENUE		
MEMBER CHARGES	\$ -	\$ 82,808
FEES AND SERVICES	-	-
SECOND PREVIOUS YEAR SURPLUS	-	-
GOVERNMENT TRANSFER	-	708,425
	<u>-</u>	<u>791,233</u>
EXPENDITURES		
ALLOCATION FROM CORPORATE SERVICES	-	78,808
OTHER ADMINISTRATION	-	712,425
FISCAL SERVICES	-	-
SECOND PREVIOUS YEAR DEFICIT	-	-
	<u>-</u>	<u>791,233</u>
BUDGETED SURPLUS <DEFICIT>	<u>\$ -</u>	<u>\$ -</u>

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Revision 3
Sept 9, 2022

Operating Fund Budget
Economic Development Services

	Budget 2022	Budget 2023
REVENUE		
MEMBER CHARGES	\$ -	\$ 82,808
FEES AND SERVICES	-	-
SECOND PREVIOUS YEAR SURPLUS	-	-
GOVERNMENT TRANSFER	-	2,125,275
	<u>-</u>	<u>2,208,083</u>
EXPENDITURES		
ALLOCATION FROM CORPORATE SERVICES	-	78,808
OTHER ADMINISTRATION	-	2,129,275
FISCAL SERVICES	-	-
SECOND PREVIOUS YEAR DEFICIT	-	-
	<u>-</u>	<u>2,208,083</u>
BUDGETED SURPLUS <DEFICIT>	<u>\$ -</u>	<u>\$ -</u>

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Revision 3
Sept 9, 2022

Operating Fund Budget
Community Development Services

	Budget 2022	Budget 2023
REVENUE		
MEMBER CHARGES	\$ -	\$ 144,662
FEEES AND SERVICES	-	-
SECOND PREVIOUS YEAR SURPLUS	-	-
GOVERNMENT TRANSFER	-	66,342
	-	211,004
EXPENDITURES		
ALLOCATION FROM CORPORATE SERVICES	-	113,898
OTHER ADMINISTRATION	-	97,106
FISCAL SERVICES	-	-
SECOND PREVIOUS YEAR DEFICIT	-	-
	-	211,004
BUDGETED SURPLUS <DEFICIT>	\$ -	\$ -

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Operating Fund Budget

Regional Transportation Services

	Budget 2022	Budget 2023
REVENUE		
MEMBER CHARGES	\$ -	\$ 82,808
FEEES AND SERVICES	-	-
SECOND PREVIOUS YEAR SURPLUS	-	-
GOVERNMENT TRANSFER	-	-
	-	82,808
 EXPENDITURES		
ALLOCATION FROM CORPORATE SERVICES	-	78,808
OTHER ADMINISTRATION	-	4,000
FISCAL SERVICES	-	-
SECOND PREVIOUS YEAR DEFICIT	-	-
	-	82,808
 BUDGETED SURPLUS <DEFICIT>	\$ -	\$ -

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Revision 3
Sept 9, 2022

Operating Fund Budget
Regional Public Safety Committee Services

	Budget 2022	Budget 2023
REVENUE		
MEMBER CHARGES	\$ -	\$ 84,308
FEEES AND SERVICES	-	-
SECOND PREVIOUS YEAR SURPLUS	-	-
GOVERNMENT TRANSFER	-	-
	<u>-</u>	<u>84,308</u>
EXPENDITURES		
ALLOCATION FROM CORPORATE SERVICES	-	78,808
OTHER ADMINISTRATION	-	5,500
FISCAL SERVICES	-	-
SECOND PREVIOUS YEAR DEFICIT	-	-
	<u>-</u>	<u>84,308</u>
BUDGETED SURPLUS <DEFICIT>	<u>\$ -</u>	<u>\$ -</u>

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Revision 3
Sept 9, 2022

Operating Fund Budget

Regional Sport, Recreation and Cultural Infrastructure Support and Development S

	Budget 2022	Budget 2023
REVENUE		
MEMBER CHARGES	\$ -	\$4,805,483
FEES AND SERVICES	-	-
SECOND PREVIOUS YEAR SURPLUS	-	-
GOVERNMENT TRANSFER	-	-
	-	4,805,483
 EXPENDITURES		
ALLOCATION FROM CORPORATE SERVICES	-	78,808
OTHER ADMINISTRATION	-	4,726,675
FISCAL SERVICES	-	-
SECOND PREVIOUS YEAR DEFICIT	-	-
	-	4,805,483
 BUDGETED SURPLUS <DEFICIT>	\$ -	\$ -

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Revision 3
Sept 9, 2022

Operating Fund Budget

Solid Waste Services

	Budget 2022	Budget 2023
REVENUE		
TIPPING FEES		
MEMBERS	\$ 2,436,845	\$ 2,692,470
INDUSTRIAL, COMMERCIAL & INSTITUTIONAL	5,184,100	5,634,260
CONSTRUCTION & DEMOLITION	182,100	165,000
INTERNATIONAL SHIP'S WASTE	1,800	660
ASBESTOS	76,400	56,000
RECYCLING	258,700	395,450
OTHER OPERATIONAL REVENUE	299,160	313,000
INVESTMENT INCOME	20,000	40,000
SURPLUS OF SECOND PREVIOUS YEAR	446,028	303,412
TOTAL REVENUE	8,905,133	\$ 9,600,252
EXPENDITURES		
ADMINISTRATION		
ALLOCATION FROM CORPORATE SERVICES	234,225	\$ 215,495
DIRECTORS OFFICE		
PERSONNEL	192,490	242,570
TRAVEL	11,000	11,000
TRAINING & DEVELOPMENT	10,500	10,500
OTHER ADMINISTRATION		
ADVERTISING	-	-
LIABILITY INSURANCE	193,480	235,710
PROFESSIONAL SERVICES	88,000	193,550
LEGAL SERVICES	5,000	5,000
OFFICE BUILDING	21,170	-
OFFICE EQUIPMENT & SUPPLIES	30,850	33,300
PRINTING & COPYING	3,300	3,300
TELECOMMUNICATIONS	12,500	12,500
CMEI	92,511	96,211
HOST COMMUNITY ENHANCEMENT FUND	25,380	26,395
PUBLIC EDUCATION		
PERSONNEL	162,050	134,140
ADVERTISING, TOURS & PROMOTIONAL	95,700	95,950
OTHER ADMINISTRATIVE	25,130	27,130
TOTAL ADMINISTRATION	1,203,286	1,342,751
OPERATIONS		
STATION & BUILDINGS		
REPAIRS & MAINTENANCE	5,000	5,000
ELECTRICITY	9,000	9,000
PROPERTY TAXES	247,750	249,100
ENVIRONMENTAL HEALTH & SAFETY	118,340	129,400

Operating Fund Budget
Solid Waste Services

	Budget 2022	Budget 2023
MACHINERY & EQUIPMENT		
SMALL EQUIPMENT	-	15,000
FUEL	220,100	310,800
REPAIRS & MAINTENANCE	145,700	163,100
LANDFILL OPERATIONS		
PERSONNEL	916,840	1,026,010
SITE & ROAD MAINTENANCE	62,600	73,700
MONITORING	61,000	64,100
SITE SECURITY AND SAFETY	12,600	12,850
SPECIAL WASTE HANDLING	20,000	20,000
COVER MATERIAL	433,755	174,779
LEACHATE & SILTATION MANAGEMENT	1,019,930	1,131,430
SAFETY EQUIPMENT & SUPPLIES	26,660	46,660
SCALEHOUSE		
PERSONNEL	182,830	196,580
SUPPLIES	26,400	26,400
WASTE DIVERSION		
PERSONNEL - RECYCLING	978,300	771,930
PERSONNEL - DEPOT COLLECTION	279,760	-
RECYCLING FACILITY	165,430	175,150
DEPOT COLLECTION PROGRAM	124,320	-
COMPOSTING PROGRAM		
PERSONNEL	275,220	298,310
PROCESSING	522,690	605,230
CART & BIN PURCHASES	157,400	158,700
HAZARDOUS HOUSEHOLD WASTE		
COLLECTION	2,000	2,000
DISPOSAL	27,000	35,000
OTHER	5,000	5,000
TOTAL OPERATIONS	6,045,625	5,705,229
FISCAL SERVICES		
DEBENTURE ISSUE COSTS	54,600	16,400
BANK SERVICE CHARGES	16,000	17,000
INTEREST - CURRENT OPERATIONS	73,100	38,200
INTEREST - LONG TERM DEBT	34,600	237,400
PRINCIPAL - LONG TERM DEBT	680,000	1,026,000
CAPITAL EXPENDITURES FROM OPERATIONS	516,500	510,000
TRANSFER TO RESERVE FUNDS	25,000	25,000
TRANSFER TO GENERATION FACILITY FUND	82,122	27,395
CLOSURE & POST-CLOSURE	154,300	634,877
INVESTMENT MANAGEMENT FEES	20,000	20,000
TOTAL FISCAL SERVICES	1,656,222	2,552,272
TOTAL EXPENDITURES	8,905,133	9,600,252
SURPLUS (DEFICIT)	-\$ 0	\$ 0

Fundy Regional Service Commission
CAPITAL PLAN FOR 2023

	TOTAL COST	CAPITAL FROM OPERATING FUND	LONG TERM DEBT	TRANSFER FROM RESERVE FUND	Trade-In
Solid Waste					
Loader (PDO/Compost)	260,000	260,000			
Small Loader (MRF)	150,000		150,000		
D6 Dozer	729,000		629,000		100,000
Engineered Wetlands&Sedimen	250,000	250,000			
MRF Building	225,000		225,000		
Landfill Gas Well Installation	635,000		635,000		
	<u>2,249,000</u>	<u>510,000</u>	<u>1,639,000</u>	<u>-</u>	<u>100,000</u>

	Total Cost	Capital from Operating Fund	Long Term Debt	Transfer from Reserve Fund	
<u>Electrical Generation</u>					
	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>

FUNDY REGIONAL SERVICE COMMISSION
2023 MEMBER FEES

	<u>POP.</u>	<u>TAX BASE</u>	<u>CRP</u>	<u>LP</u>	<u>SW</u>	<u>TP</u>	Existing contract <u>TP</u>	<u>ED</u>	Existing contract <u>ED</u>	<u>CD</u>	<u>RT</u>	<u>PSC</u>	<u>SRC</u>	<u>TOTAL MEMBER FEES</u>	<u>NEW SERVICES</u>
Fundy-St. Martins	5,242	\$ 338,886,300	\$ 236	\$ 186,071	\$ 128,904	\$ 2,102	\$ 16,927	\$ 2,102	\$ 50,780	\$ 4,810	\$ 2,753	\$ 2,803	\$ 159,782	\$ 557,270	\$ 174,352
Hampton	9,326	810,103,450	476	-	230,010	5,024	33,807	5,024	101,420	9,680	5,541	5,641	321,554	718,176	352,464
Quispamsis	18,768	2,018,357,400	1,061	-	458,913	12,518	71,000	12,518	213,000	21,583	12,354	12,578	716,945	1,532,470	788,496
Rothesay	11,977	1,515,364,650	738	-	281,547	9,398	62,500	9,398	187,500	15,005	8,589	8,745	498,436	1,081,856	238,635
Saint John	69,895	7,568,381,954	3,965	-	1,432,950	46,940	475,000	46,940	1,425,000	80,657	46,170	47,006	2,679,320	6,283,948	2,947,033
Grand Bay-Westfield	5,866	497,384,550	296	-	2,460	3,085	19,086	3,085	57,257	6,023	3,448	3,510	200,066	298,315	219,217
Fundy Rural District	6,412	603,092,900	339	331,138	157,686	3,740	30,106	3,740	90,318	6,905	3,953	4,024	229,380	861,329	251,742
.....			\$ 7,111	\$ 517,209	\$ 2,692,470	\$ 82,807	\$ 708,425	\$ 82,807	\$ 2,125,275	\$ 144,663	\$ 82,808	\$ 84,307	\$ 4,805,483	\$ 11,333,365	\$ 8,116,575
														\$ 11,333,365	

Town of Rothesay

General Fund Financial Statements

2022-07-31

Includes:

General Capital Fund Balance Sheet	G2
General Reserve Fund Balance Sheet	G3
General Operating Fund Balance Sheet	G4
General Operating Revenue & Expenditures	G5-G8
Variance Report	G9
Capital Summary	G10

Town of Rothesay

G2

Balance Sheet - Capital General Fund 2022-07-31

ASSETS

Capital Assets - General Land	4,515,620
Capital Assets - General Fund Land Improvements	8,549,962
Capital Assets - General Fund Buildings	5,492,528
Capital Assets - General Fund Vehicles	3,862,581
Capital Assets - General Fund Equipment	3,463,504
Capital Assets - General Fund Roads & Streets	42,993,433
Capital Assets - General Fund Drainage Network	20,857,922
Capital Assets - Under Construction - General	1,035,502
	<hr/>
	90,771,053
Accumulated Amortization - General Fund Land Improvements	(4,180,268)
Accumulated Amortization - General Fund Buildings	(2,530,042)
Accumulated Amortization - General Fund Vehicles	(2,150,442)
Accumulated Amortization - General Fund Equipment	(1,632,966)
Accumulated Amortization - General Fund Roads & Streets	(21,477,848)
Accumulated Amortization - General Fund Drainage Network	(7,473,121)
	<hr/>
	(39,444,687)
	<hr/>
	<u>\$ 51,326,366</u>

LIABILITIES AND EQUITY

Gen Capital due to/from Gen Operating	(510,000)
Total Long Term Debt	5,353,000
	<hr/>
Total Liabilities	\$ 4,843,000
Investment in General Fund Fixed Assets	46,483,366
	<hr/>
	<u>\$ 51,326,366</u>

Town of Rothesay

G3

Balance Sheet - General Fund Reserves
2022-07-31

ASSETS

BNS Gas Tax Interest Account	445,177
BNS General Operating Reserve #214-15	6,577
BNS - Gen Operating Reserve GIC	900,000
BNS General Capital Reserves #2261-14	5,018
BNS - Gen Capital Reserve GIC	1,375,000
BNS - Gas Tax Reserves - GIC	4,300,000
	<u>\$ 7,031,772</u>

LIABILITIES AND EQUITY

Def. Rev - Gas Tax Fund - General	3,890,604
Invest. in General Capital Reserve	1,210,586
General Gas Tax Funding	854,573
Invest. in General Operating Reserve	906,577
Invest. in Land for Public Purposes Reserve	150,333
Invest. in Town Hall Reserve	19,100
	<u>\$ 7,031,772</u>

Town of Rothesay
Balance Sheet - General Operating Fund
2022-07-31

CURRENT ASSETS

Cash	2,496,396
Receivables	52,130
HST Receivable	368,350
Inventory	31,163
Gen Operating due to/from Util Operating	<u>(263,258)</u>
Total Current Assets	<u>2,684,781</u>
Other Assets:	
Projects	<u>1,767,020</u>
	<u>1,767,020</u>
 TOTAL ASSETS	 <u><u>4,451,801</u></u>

CURRENT LIABILITIES AND EQUITY

Accounts Payable	1,031,883
Other Payables	626,392
Gen Operating due to/from Gen Capital	382,976
Accrued Pension Obligation	(6,893)
Accrued Retirement Allowance	431,732
Def. Rev-Quispamsis/Library Share	<u>78,686</u>
TOTAL LIABILITIES	<u><u>2,544,775</u></u>

EQUITY

Retained Earnings - General	303,983
Surplus/(Deficit) for the Period	<u>1,603,043</u>
	<u>1,907,026</u>
	<u><u>4,451,801</u></u>

Town of Rothesay

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Statement of Revenue & Expenditure
7 Months Ended 2022-07-31

	CURRENT MONTH	BUDGET FOR MONTH	CURRENT Y-T-D	BUDGET Y-T-D	VARIANCE Better(Worse)	NOTE #	ANNUAL BUDGET
REVENUE							
Warrant of Assessment	1,515,126	1,515,126	10,605,879	10,605,881	(2)		18,181,510
Sale of Services	28,502	29,225	262,712	261,477	1,236		447,600
Services to Province of New Brunswic	9,494	5,000	42,975	35,000	7,975		60,000
Other Revenue from Own Sources	31,577	11,520	105,893	65,345	40,547		94,943
Unconditional Grant	10,914	10,914	76,403	76,401	2		130,973
Conditional Transfers	4,970	19,250	157,877	20,750	137,127		40,000
Other Transfers	0	0	577,674	577,674	0		1,102,674
	<u>\$1,600,582</u>	<u>\$1,591,035</u>	<u>\$11,829,412</u>	<u>\$11,642,528</u>	<u>\$186,885</u>		<u>\$20,057,700</u>
EXPENSES							
General Government Services	137,893	145,138	1,661,950	1,725,589	63,639		2,543,618
Protective Services	430,417	433,773	3,576,996	3,596,885	19,889		5,765,750
Transportation Services	63,582	250,582	2,268,640	2,254,746	(13,894)		3,759,550
Environmental Health Services	68,296	68,083	503,528	509,083	5,555		862,000
Environmental Development	71,620	82,675	369,022	452,530	83,508		682,700
Recreation & Cultural Services	303,881	310,220	1,397,765	1,424,196	26,431		2,297,632
Fiscal Services	301	2,333	448,468	463,372	14,904		4,146,450
	<u>\$1,075,991</u>	<u>\$1,292,805</u>	<u>\$10,226,369</u>	<u>\$10,426,401</u>	<u>\$200,032</u>		<u>\$20,057,700</u>
Surplus (Deficit) for the Year	<u>\$524,591</u>	<u>\$298,230</u>	<u>\$1,603,043</u>	<u>\$1,216,126</u>	<u>\$386,917</u>		<u>\$ (0)</u>

Town of Rothesay

Statement of Revenue & Expenditure
7 Months Ended 2022-07-31

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	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	1,250	1,667	12,000	11,667	333		20,000
Town Hall Rent	6,616	6,083	46,813	42,583	4,230		73,000
Community Garden	0	0	1,120	1,000	120		1,000
Fox Farm Rental	0	1,667	7,770	11,667	(3,897)		20,000
Arena Revenue	(200)	0	110,640	114,100	(3,460)		224,900
Recreation Programs	20,836	19,808	84,370	80,460	3,910		108,700
	<u>28,502</u>	<u>29,225</u>	<u>262,712</u>	<u>261,477</u>	<u>1,236</u>		<u>447,600</u>
Other Revenue from Own Sources							
Licenses & Permits	25,583	8,583	65,902	40,083	25,819	1	55,000
Recycling Dollies & Lids	10	67	300	467	(167)		800
Interest & Sundry	4,984	1,000	19,700	7,000	12,700	2	12,000
Miscellaneous	0	870	8,282	6,087	2,195		10,435
Fire Dept. Administration	1,000	1,000	7,000	7,000	0		12,000
Local Improvement Levy Mulberry Lane	0	0	4,708	4,708	0		4,708
	<u>31,577</u>	<u>11,520</u>	<u>105,893</u>	<u>65,345</u>	<u>40,547</u>		<u>94,943</u>
Conditional Transfers							
Canada Day Grant	0	0	1,680	1,500	180		1,500
Grant - Other	4,970	19,250	156,197	19,250	136,947	3	38,500
	<u>4,970</u>	<u>19,250</u>	<u>157,877</u>	<u>20,750</u>	<u>137,127</u>		<u>40,000</u>
Other Transfers							
Surplus of 2nd Previous Year	0	0	52,674	52,674	0		52,674
Utility Fund Transfer	0	0	525,000	525,000	0		1,050,000
	<u>0</u>	<u>0</u>	<u>577,674</u>	<u>577,674</u>	<u>0</u>		<u>1,102,674</u>

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EXPENSES

General Government Services

Legislative

Mayor	3,313	3,917	23,183	27,417	4,234	47,000
Councillors	10,837	11,258	75,987	78,808	2,821	135,100
Regional Service Commission 9	1,310	1,500	3,929	4,500	571	6,000
Other	2,825	1,208	4,975	8,458	3,483	12,500
	<u>18,284</u>	<u>17,883</u>	<u>108,074</u>	<u>119,183</u>	<u>11,109</u>	<u>200,600</u>

Administrative

Administration - Wages & Benefits	80,556	87,274	620,517	637,800	17,283	4	1,173,818
Office Building	11,008	8,375	121,322	125,825	4,503		179,250
Supplies	7,852	5,000	93,577	101,000	7,423		144,000
Solicitor	1,919	4,167	12,351	29,167	16,815	5	50,000
Professional Fees	9,386	9,917	31,155	29,417	(1,739)		35,000
Covid-19 Expenses	0	2,083	6,697	14,583	7,886		25,000
Other	7,642	7,637	75,523	75,192	(331)		116,110
	<u>118,363</u>	<u>124,453</u>	<u>961,143</u>	<u>1,012,985</u>	<u>51,841</u>		<u>1,723,178</u>

Other General Government Services

Website/Other	0	170	1,356	1,912	556		2,763
Community Communications (Team)	47	215	2,467	1,953	(514)		7,237
Civic Relations	0	83	0	583	583		1,000
Insurance	0	0	254,475	256,784	2,309		256,784
Donations	1,200	2,000	13,975	18,300	4,325		36,500
Cost of Assessment	0	0	293,934	293,934	0		293,934
Property Taxes - L.P.P.	0	0	17,517	17,622	105		17,622
Fox Farm Rental Expenses	0	333	9,009	2,333	(6,676)		4,000
	<u>1,247</u>	<u>2,802</u>	<u>592,733</u>	<u>593,421</u>	<u>688</u>		<u>619,840</u>

Total General Government Services

	<u>137,893</u>	<u>145,138</u>	<u>1,661,950</u>	<u>1,725,589</u>	<u>63,639</u>		<u>2,543,618</u>
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Protective Services

Police

Police Protection	252,932	252,932	1,772,846	1,770,525	(2,320)		3,035,186
Crime Stoppers	0	0	2,800	2,800	0		2,800
	<u>252,932</u>	<u>252,932</u>	<u>1,775,646</u>	<u>1,773,325</u>	<u>(2,320)</u>		<u>3,037,986</u>

Fire

Fire Protection	177,485	177,758	1,467,611	1,471,976	4,365		2,360,764
Water Costs Fire Protection	0	0	330,000	330,000	0		330,000
	<u>177,485</u>	<u>177,758</u>	<u>1,797,611</u>	<u>1,801,976</u>	<u>4,365</u>		<u>2,690,764</u>

Emergency Measures

EMO Director/Committee	0	1,667	116	11,667	11,550	6	20,000
	<u>0</u>	<u>1,667</u>	<u>116</u>	<u>11,667</u>	<u>11,550</u>		<u>20,000</u>

Other

Animal & Pest Control	0	417	1,455	2,917	1,462		5,000
Other	0	1,000	2,168	7,000	4,832		12,000
	<u>0</u>	<u>1,417</u>	<u>3,623</u>	<u>9,917</u>	<u>6,294</u>		<u>17,000</u>

Total Protective Services

	<u>430,417</u>	<u>433,773</u>	<u>3,576,996</u>	<u>3,596,885</u>	<u>19,889</u>		<u>5,765,750</u>
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Transportation Services

Common Services							
Administration (Wages & Benefits)	4,393	146,352	1,026,613	1,081,424	54,811	7	1,872,999
Workshops, Yards & Equipment	35,771	53,764	457,898	410,012	(47,886)	8	679,413
Engineering	72	417	11,712	2,917	(8,795)		5,000
	<u>40,236</u>	<u>200,532</u>	<u>1,496,223</u>	<u>1,494,352</u>	<u>(1,871)</u>		<u>2,557,412</u>
Roads & Streets							
Roads & Streets	6,938	7,383	47,359	32,083	(15,275)	9	55,000
Crosswalks & Sidewalks	0	2,500	3,108	10,175	7,067		20,200
Culverts & Drainage Ditches	1,125	4,083	29,761	23,583	(6,178)		60,000
Street Cleaning & Flushing	0	10,000	8,823	30,000	21,177	10	45,000
Snow & Ice Removal	0	3,333	497,781	446,833	(50,947)	11	667,000
Flood Costs	(257)	0	616	15,000	14,384	12	15,000
	<u>7,805</u>	<u>27,300</u>	<u>587,447</u>	<u>557,675</u>	<u>(29,772)</u>		<u>862,200</u>
Street Lighting	12,164	12,083	85,566	84,583	(983)		145,000
Traffic Services							
Street Signs	0	1,042	8,600	7,292	(1,309)		12,500
Traffic Lanemarking	424	4,000	30,802	34,000	3,198		40,000
Traffic Signals	753	3,333	6,056	23,333	17,278	13	40,000
Railway Crossing	1,186	2,083	13,189	14,583	1,394		25,000
	<u>2,363</u>	<u>10,458</u>	<u>58,647</u>	<u>79,208</u>	<u>20,561</u>		<u>117,500</u>
Public Transit							
Public Transit - Comex Service	868	0	39,735	37,469	(2,266)		74,938
Public Transit - Other	146	208	1,022	1,458	436		2,500
	<u>1,014</u>	<u>208</u>	<u>40,757</u>	<u>38,927</u>	<u>(1,830)</u>		<u>77,438</u>
Total Transportation Services	<u>63,582</u>	<u>250,582</u>	<u>2,268,640</u>	<u>2,254,746</u>	<u>(13,894)</u>		<u>3,759,550</u>

Environmental Health Services

Solid Waste Disposal Land Fill garbage	17,770	17,500	119,446	122,500	3,054		210,000
Solid Waste Disposal Landfill Compost	2,947	3,000	19,131	21,000	1,869		36,000
Solid Waste Collection Fero	47,578	47,583	333,034	333,083	50		571,000
Solid Waste Collection Curbside Recycling	0	0	3,093	0	(3,093)		0
Clean Up Campaign	0	0	28,824	32,500	3,676		45,000
	<u>68,296</u>	<u>68,083</u>	<u>503,528</u>	<u>509,083</u>	<u>5,555</u>		<u>862,000</u>

Environmental Development Services

Planning & Zoning							
Administration	23,620	32,384	223,522	289,288	65,767	14	460,000
Planning Projects	0	2,083	1,500	14,583	13,083	15	25,000
Heritage Committee	0	208	0	1,458	1,458		2,500
	<u>23,620</u>	<u>34,675</u>	<u>225,022</u>	<u>305,330</u>	<u>80,308</u>		<u>487,500</u>
Envision Saint John	48,000	48,000	144,000	144,000	0		192,000
Tourism	0	0	0	3,200	3,200		3,200
	<u>48,000</u>	<u>48,000</u>	<u>144,000</u>	<u>147,200</u>	<u>3,200</u>		<u>195,200</u>
	<u>71,620</u>	<u>82,675</u>	<u>369,022</u>	<u>452,530</u>	<u>83,508</u>		<u>682,700</u>

Recreation & Cultural Services

Administration	27,898	27,417	233,892	227,941	(5,951)		385,025
Beaches	19,181	28,608	24,571	34,108	9,537		51,000
Rothesay Arena	34,055	27,712	212,549	222,189	9,640		383,000
Memorial Centre	4,368	5,333	29,248	45,821	16,574	16	72,988
Summer Programs	23,873	23,080	32,634	34,320	1,686		61,800
Parks & Gardens	68,868	72,914	358,524	389,540	31,016	17	638,500
Rothesay Common Rink	1,291	1,137	34,174	35,748	1,574		54,800
Playgrounds and Fields	15,196	12,667	58,889	75,167	16,278	18	134,000
The Hive expenses	489	2,475	5,348	17,325	11,977	19	29,700
Regional Facilities Commission	89,025	89,026	341,092	267,077	(74,016)	20	356,102
Kennebecasis Public Library	6,935	6,935	48,543	48,543	0		83,217
Special Events	12,703	12,917	18,301	26,417	8,116		40,000
PRO Kids	0	0	0	0	0		7,500
	<u>303,881</u>	<u>310,220</u>	<u>1,397,765</u>	<u>1,424,196</u>	<u>26,431</u>		<u>2,297,632</u>

Fiscal Services

Debt Charges							
Interest	301	2,333	83,468	98,372	14,904	21	187,450
Debtenture Payments	0	0	365,000	365,000	0		784,000
	<u>301</u>	<u>2,333</u>	<u>448,468</u>	<u>463,372</u>	<u>14,904</u>		<u>971,450</u>
Transfers To:							
Capital Fund for Capital Expenditures	0	0	0	0	0		3,000,000
Reserve Funds	0	0	0	0	0		175,000
	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>		<u>3,175,000</u>
	<u>301</u>	<u>2,333</u>	<u>448,468</u>	<u>463,372</u>	<u>14,904</u>		<u>4,146,450</u>

Town of Rothesay

6 months ending 2022-07-31

Note #		Actual	Budget	Better/(Worse)	Description of Variance
Revenue					
1	Licenses & Permits	65,902	40,083	\$ (25,819)	
2	Interest & Sundry	19,700	7,000	\$ (12,700)	
3	Grant - Other	156,197	19,250	\$ (136,947)	Wells ballfield Clain#2 & Wells Bldg grant ACOA \$3575, SEED \$
				Total \$	(175,466.25)
				Variance per Statement \$	(186,885.00)
				Explained	94%
Expenses					
<i>General Government</i>					
4	Administration - Wages & Benefits	620,517	637,800	\$ 17,283	2 positions not yet replaced, training and development not yet incur
5	Supplies	12,351	29,167	\$ 16,815	Timing
<i>Protective Services</i>					
6	EMO Director/Committee	116	11,667	\$ 11,550	No EMO expenses to date
<i>Transportation</i>					
7	Administration	1,026,613	1,081,424	\$ 54,811	Outsourcing personnel
8	Workshops, Yards & Equipment	457,898	410,012	\$ (47,886)	Higher cost of fuel and repairs
9	Roads & Streets	47,359	32,083	\$ (15,275)	Restoration on Chapel Road
10	Street Cleaning & Flushing	8,823	30,000	\$ 21,177	Timing
11	Snow & Ice removal	497,781	446,833	\$ (50,947)	Salt
12	Flood Costs	873	15,000	\$ 14,127	No flood occurred to date
13	Traffic Signals	6,056	23,333	\$ 17,278	Timing
<i>Environmental Health</i>					
<i>Environmental Development</i>					
14	Administration	223,522	289,288	\$ 65,767	timing Software/Equipment and Planning bylaw enforcement
15	Planning Projects	1,500	14,583	\$ 13,083	Timing
<i>Recreation & Cultural Services</i>					
16	Memorial Centre	29,248	45,821	\$ 16,574	Fewer R&M compared to budget during winter months
17	Parks & Gardens	358,524	389,540	\$ 31,016	Fewer expenses incurred compared to budget during winter months
18	Playgrounds and Fields	58,889	75,167	\$ 16,278	Fewer R&M compared to budget
19	The HIVE	5,348	17,325	\$ 11,977	Fewer expenses compared to budget
20	Regional Facilities Commision	341,092	267,077	\$ (74,016)	Repayment of Emergency funding to CRA
<i>Fiscal Services</i>					
21	Interest	83,468	98,372	\$ 14,904	Budgeted for interim loan interest
				Total \$	117,233
				Variance per Statement \$	200,032
				Explained	59%

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Town of Rothesay

Capital Projects 2022

General Fund

7 Months Ended 2022-07-31

	ANNUAL BUDGET	COUNCIL APPROVED	CURRENT Y-T-D	Remaining Budget	
General Government					
12010560	R 2021 T001 Town Hall Improvements	100,000	0	1,175	98,825
12010760	G 2022 001 IT	110,000	0	74,609	35,391
	Total General Government	210,000	0	75,784	134,216
Protective Services					
12011560	Protective Serv. Equipment Purchases P-202*-0	1,250,000	0	0	1,250,000
	Total Protective Services	1,250,000	0	0	1,250,000
Transportation					
12028060	T-2022-001 Asphalt	2,110,000	2,527,220	891,228	1,218,772
12028160	T-2022-002 Designated Highway	500,000	0	0	500,000
12028260	T-2022-003 Buildings - Master Drive HVAC	85,000	83,052	0	85,000
12028360	T-2022-004 Intersection Improvement	420,000	472,547	0	420,000
12028460	T-2022-005 Fleet Replacement	615,000	494,267	388,065	226,935
	Unassigned:				
	Total Transportation	3,730,000	3,577,086	1,279,292	2,450,708
Recreation					
12028560	R 2022 001 Recreation Purchases	235,000	113,142	49,321	185,679
12028660	R 2022 002 Recreation Pickle Ball	50,000	0	4,680	45,320
12028760	R 2022 003 Arena Renovation	2,000,000	102,826	0	2,000,000
12027860	R-2021-002 2021 Wells Building	0	0	188,974	-188,974
	Total Recreation	2,285,000	215,967	0	2,042,024
Carryovers					
12021860	G-2020-009 Town Hall Improvements	0	0	14,684	-14,684
12027260	T-2020-005 Asphalt Microseal 2020	0	0	4,020	-4,020
12027660	T-2020-014 Traffic Study	0	0	39,122	-39,122
12027760	T-2021-001 2021 Asphalt Engineering	0	0	11,048	-11,048
12027960	T-2021-004 Intersection Improvement Sprucey	0	0	53,465	-53,465
12027560	T-2020-013 Stormwater Master Plan	0	0	44,981	-44,981
12027160	R-2020-002 Wells Field Replacement	0	0	1,648	-1,648
		0	0	168,968	-168,968
Total	\$ 7,475,000	\$ 3,793,053	\$ 1,767,020	\$ 5,707,980	

	Budget	Actual
Sweeper	340,000	338,928
2 - 1Tons	167,000	51,434
2 - 1/2Tons	108,000	
Chipper		
	615,000	390,361

2022 Budget and Funding Allocation

Funding	2022	Operating	Reserve	Gas Tax	Borrow	Grant
General Government	210,000	210,000				
Protective Services	1,250,000				1,250,000	
Transportation	3,730,000	2,505,000		850,000		375,000
Recreation	2,285,000	285,000		2,000,000		
	\$ 7,475,000	\$ 3,000,000	\$ -	\$ 2,850,000	\$ 1,250,000	\$ 375,000

Town of Rothesay

Utility Fund Financial Statements

July 31, 2022

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 2022-07-31

ASSETS

Assets:

Capital Assets - Under Construction - Utilities	1,523,835
Capital Assets Utilities Land	119,970
Capital Assets Utilities Buildings	1,953,740
Capital Assets Utilities Equipment	803,922
Capital Assets Utilities Water System	27,756,293
Capital Assets Utilities Sewer System	24,095,854
Capital Assets Utilities Land Improvements	42,031
Capital Assets Utilities Roads & Streets	220,011
Capital Assets Utilities Vehicles	113,001
	<u>56,628,658</u>

Accumulated Amortization Utilites Buildings	(725,668)
Accumulated Amortization Utilites Water System	(8,223,909)
Accumulated Amortization Utilites Sewer System	(8,955,197)
Accumulated Amortization Utilites Land Improvements	(42,031)
Accumulated Amortization Utilites Vehicles	(30,341)
Accumulated Amortization Utilites Equipment	(222,747)
Accumulated Amortization Utilites Roads & Streets	(19,067)
	<u>(18,218,960)</u>

TOTAL ASSETS	<u><u>38,409,699</u></u>
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LIABILITIES

Current:

Total Current Liabilities	<u>-</u>
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Long-Term:

Long-Term Debt	<u>8,487,192</u>
Total Liabilities	<u>8,487,192</u>

EQUITY

Investments:

Investment in Fixed Assets	<u>29,922,507</u>
Total Equity	<u>29,922,507</u>
TOTAL LIABILITIES & EQUITY	<u><u>38,409,699</u></u>

Town of Rothesay

U2

Balance Sheet - Utilities Fund Reserves
2022-07-31

ASSETS

BNS Utility Capital Reserve # 00241 12	13,882
BNS - Util Capital Reserve GIC	<u>1,350,000</u>
	<u>\$ 1,363,882</u>

LIABILITIES AND EQUITY

Invest. in Utility Capital Reserve	948,946
Invest. in Utility Operating Reserve	106,486
Invest. in Sewerage Outfall Reserve	<u>308,450</u>
	<u>\$ 1,363,882</u>

Town of Rothesay

U3

Utilities Fund Operating Balance Sheet
As at 2022-07-31ASSETS

Current assets:

Accounts Receivable Net of Allowance	793,241
Total Current Assets	<u>793,241</u>

Other Assets:

Projects	810,851
	<u>810,851</u>

TOTAL ASSETS	<u>\$ 1,604,093</u>
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LIABILITIES

Accrued Payables	18,322
Due from General Fund	(136,234)
Deferred Revenue	13,346
Total Liabilities	<u>(104,565)</u>

EQUITY

Surplus:

Opening Retained Earnings	40,526
Profit (Loss) to Date	1,668,132
	<u>1,708,658</u>

TOTAL LIABILITIES & EQUITY	<u>\$ 1,604,093</u>
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2022September12OpenSessionFINAL_090

Town of Rothesay
 Utilities Operating Income Statement
 7 Months Ended 2022-07-31

	CURRENT MONTH	BUDGET FOR MONTH	CURRENT YTD	BUDGET YTD	VARIANCE Better(Worse)	NOTE #	ANNUAL BUDGET
RECEIPTS							
Sale of Water	0	0	544,576	576,082	(31,506)	1	1,127,500
Meter and non-hookup fees	0	0	31,141	25,000	6,141		50,000
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	1,850,601	1,860,000	(9,399)	2	1,860,000
Connection Fees	17,100	6,667	43,350	46,667	(3,317)		80,000
Interest Earned	9,559	6,667	61,645	46,667	14,978	3	80,000
Misc. Revenue	600	440	6,389	3,080	3,309		5,280
Surplus - Previous Years	0	0	48,220	48,220	0		48,220
TOTAL RECEIPTS	27,259	13,773	2,974,803	2,994,715	(19,912)		3,640,000
WATER SUPPLY							
Share of Overhead Expenses	0	0	210,000	210,000	0		420,000
Audit/Legal/Training	0	625	8,481	11,875	3,394		15,000
Other Water	263	167	570	1,167	596		2,000
Purification & Treatment	215,327	164,458	391,070	375,208	(15,862)	4	487,500
Transmission & Distribution	585	10,000	52,443	70,000	17,557	5	120,000
Power & Pumping	3,626	3,667	32,767	25,667	(7,100)		44,000
Billing/Collections	100	417	7,549	2,917	(4,633)		5,000
Water Purchased	310	83	956	583	(373)		1,000
Misc. Expenses	864	3,417	2,693	11,917	9,224	6	17,000
McGuire Road Operating	216	1,583	12,999	11,083	(1,916)		19,000
TOTAL WATER SUPPLY	221,290	184,417	719,529	720,417	887		1,130,500
SEWERAGE COLLECTION & DISPOSAL							
Share of Overhead Expenses	0	0	315,000	315,000	0		630,000
Audit/Legal/Training	907	417	7,270	8,917	1,647		11,000
Collection System Maintenance	2,783	3,917	19,688	27,417	7,728		79,000
Sewer Claims	4,463	5,000	14,813	15,000	187		20,000
Lift Stations	2,901	4,667	28,447	32,667	4,220		56,000
Treatment/Disposal	13,317	6,500	66,944	61,000	(5,944)		93,500
Misc. Expenses	126	1,417	21,329	9,917	(11,412)	7	17,000
TOTAL SWGE COLLECTION & DISPC	24,497	21,917	473,490	469,917	(3,574)		906,500
FISCAL SERVICES							
Interest on Bank Loans	0	0	0	0	0		18,194
Interest on Long-Term Debt	0	0	99,651	99,651	0		268,998
Principal Repayment	0	0	14,000	14,000	0		535,808
Transfer to Reserve Accounts	0	0	0	0	0		80,000
Capital Fund Through Operating	0	0	0	0	0		700,000
TOTAL FISCAL SERVICES	0	0	113,651	113,651	0		1,603,000
TOTAL EXPENSES	245,787	206,333	1,306,671	1,303,985	(2,686)		3,640,000
NET INCOME (LOSS) FOR THE PER	(218,528)	(192,560)	1,668,132	1,690,731	(22,599)		(0)

Town of Rothesay

Variance Report - Utility Operating
7 Months Ended July 31, 2022

Note #	Account Name	Actual YTD	Budget YTD	Variance Better(worse)	Description of Variance
Revenue					
1	Sale of Water	544,576	576,082	(31,506)	budget not allocated by usage
2	Sewer	1,850,601	1,860,000	(9,399)	budgeted for new potential users
3	Interest Earned	61,645	46,667	14,978	Increase in bank interest rates
Expenditures					
Water					
4	Purification & Treatment	391,070	375,208	(15,862)	budget allocation timing
5	Purification & Treatment	52,443	70,000	17,557	timing
6	Misc. Expenses	2,693	11,917	(7,141)	Refund for Quispam portion of ground water monitoring,
Sewer					
7	Miscellaneous expenses	21,329	9,917	(11,412)	Chapel Road sewer repair
Fiscal Services					
	Transfer to Reserve Accounts	-	-	-	

2022September12OpenSessionFINAL_092

Town of Rothesay

Capital Projects 2022

Utility Fund

7 Months Ended 2022-07-31

	Original BUDGET	Council Approval	CURRENT Y-T-D	Remaining Budget
WATER				
12031230 W-2022-001 Water Quantity/Quality	100,000	-	0	100,000
12031330 W-2022-002 Water Model update	100,000	-	0	100,000
12031430 W-2022-003 Filtration Bldg Water	550,000	638,227	65,166	484,834
12031530 W-2022-004 Hillsview Water line replacement	50,000	-	0	50,000
	<u>\$ 800,000</u>	<u>\$ 638,227</u>	<u>\$ 65,166</u>	<u>\$ 734,834</u>

SEWER				
12028130 T-2022-001 Sewer work in Ashphalt contract	100,000	\$ 100,000	0	100,000
12046030 S-2021-001 Turnbull Court Design	1,000,000	\$ 950,395	251,301	748,699
12044130 S-2021-008 WWTP Design Phase II	600,000	\$ 572,280	383,622	216,378
	<u>1,700,000</u>	<u>\$ 1,622,675</u>	<u>634,923</u>	<u>1,065,077</u>

Total Approved	<u>2,500,000</u>	<u>2,260,902</u>	<u>700,088</u>	<u>1,799,912</u>
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Carryovers

Funded from Reserves

12045030 S-2020-001 Turnbull Court Design	0	0	110,763	-110,763
	<u>0</u>	<u>0</u>	<u>110,763</u>	<u>-110,763</u>
	<u>2,500,000</u>	<u>2,260,902</u>	<u>810,851</u>	<u>1,689,149</u>

Funding:

	Total	Operating	Reserves	Borrow	Gas Tax	Grants
Water	800,000	450,000	50,000		300,000	
Sewer	1,700,000	250,000		\$ 800,000	200,000	450,000
	<u>\$ 2,500,000</u>	<u>\$ 700,000</u>	<u>\$ 50,000</u>	<u>\$ 800,000</u>	<u>\$ 500,000</u>	<u>\$ 450,000</u>

Town of Rothesay

2022-07-31

219500-60

Donations/Cultural Support

Budget

Paid to date

KV3C	2,500.00	
NB Medical Education Trust	5,000.00	5,000.00
KV Food Basket	5,000.00	
Fairweather Scholarship	1,000.00	1,000.00
Saint John Theatre Company	1,000.00	1,000.00
Symphony NB	1,000.00	

sub	15,500.00	7,000.00
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Other:

21,000.00

Junior Achievement		300.00
You Can Ride Two		1,000.00
CIMB-FM Oldies 96		1,000.00
Bradley Joudrey		500.00
KV Girls Softball Association		500.00
NB Sports Hall of Fame Inc - Ad		225.00
RNS - Art Show		500.00
NB Competitive Festival of Music		250.00
St Pauls Church		500.00
SJ Regional Hospital Foundation - Breast Health Fund		1,000.00
St Joseph's Hospital Foundation - bronze "September for St. Joe"		1,000.00
Saint John Seafarers' Mision		200.00

KV Oasis Youth Centre 2500 in Aug

Joanne Munroe 500 in Aug

Make-A-Wish Canada

Compassionate Grief Centre

YMCA

SJ Regional Hospital Foundation

St Joseph's Hospital Foundation

Kennebecasis Lions Club - Tony McGuire

Empty Stocking Fund

Alzheimer's Soceity NB

Town of Quispamsis - Food Bank

Kennebecasis Food basket

sub	21,000.00	6,975.00
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36,500.00	13,975.00
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G/L Balance

13,975.00

Other:

Kennebecasis Crimestoppers	2,800.00	2,800.00	Protective Services
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PRO Kids	7,500.00		Recreation
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KV Committee for Disabled	5,500.00		Transportation
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15,800.00	13,975.00
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TOWN OF ROTHESAY

FINANCE COMMITTEE

August 25, 2022

In attendance:

Mayor Nancy Grant

Councillor Don Shea

Councillor Helen Boyle

Town Manager John Jarvie

Treasurer Doug MacDonald

Financial Officer Laura Adair

Absent:

Deputy Mayor Matt Alexander

The meeting was called to order at 8:50am.

The agenda was accepted (NG/HB)

The minutes from July 21, 2022 were accepted as presented (NG/HB).

July Financial Statements

Treasurer MacDonald reviewed the financial statements and variance report.

General – Treasurer Doug MacDonald reviewed the variance report. Revenue for permits and interest are higher than budgeted. Contractor salaries improperly allocated to wages when it was for design work on the sewer project. This adjustment is reflected in July statements resulting in surplus rather than a deficit.

Utilities - Treasurer MacDonald reviewed the variance report and reported water consumption is down, resulting in lower revenue.

Turnbull Court sewer project hasn't started and could be deferred until 2023 due to environmental requirements although materials were purchased to begin project.

It was agreed **the financial statements for both funds should be referred to Council for approval (NG/HB).**

Donations

The **monthly report was accepted as presented (NG/HB)**

- a) Compassionate Grief Centre – agreed to **recommend to council to decline donation request of \$5,000. (HB/NG)**

- b) Kennebecasis Rowing Club and Paddling Centre – agreed to **recommend to council to donate \$2,500. (NG/HB)**
- c) Rocumaura Foundation (tickets) – agreed to **recommend to council to decline ticket purchase.** (NG/HB) Mayor Nancy Grant to email council to see if anyone is interested in attending.
- d) Kingsway Lifecare – defer decision until end of year.

Items for Information

- a) Compliance report – all items filed

Accepted as presented.

Next Meeting

September 22nd, 2022

The meeting adjourned at 9:55am.

Councillor Don Shea
Chairman

Laura Adair
Recording Secretary



ROTHESAY MEMORANDUM



TO : Mayor and Council
FROM : Finance Committee
DATE : September 6, 2022
RE : Donation Recommendations

The finance committee recommends the following motions re donation requests:

Council deny the request for funding from the Compassionate Grief Centre in the amount of \$5,000.

Council approve a donation to the Kennebecasis Rowing Club and Kennebecasis Paddling Centre in the amount of \$2,500.

Council deny the request from the Rocmaura Foundation to purchase event tickets.

Council refer the request from Kings Way Lifecare Alliance Foundation to the 2023 budget process for consideration.



Application for Rothesay Municipal Grant

App. Date: August 15, 2022

Applicant: Compassionate Grief Centre

Physical Address: 55 Drury Cove Road, Suite 100
Saint John, NB E2H 2Z8

Mailing Address: Same

Contact: Jamie Godfrey, Chief Executive Officer **Tel:** (506) 696-0202

E-mail: hello@compassionategriefcentre.ca

Organization Description:

The Compassionate Grief Centre is a registered charity that provides mental health counselling and support programs to people in the Greater Saint John area who are living with illness, grief, loss and life's challenges. Our goal is to improve people's quality of life and support them to heal and live well. Our services include:

- Adult Private Counselling
- Child, Youth & Family Counselling
- Grief Groups
- NEW Weekly Grief Café
- NEW Cancer Support Groups for patients, families and caregivers
- Compassionate Neighbors Program
- Educational Services

Amount Requested: \$5,000

Description of Proposed Activity: *“Seniors Matter Too – Helping Seniors Cope with Loss”*

Our “Seniors Matter Too” Program is aimed at helping seniors aged 55 and over with their mental health and wellness. It is our goal to provide private counselling and support groups at no cost to seniors in the Greater Saint John area, including residents of Rothesay. At present, 20% of our clients come from the Kennebecasis Valley.

Seniors experience many different types of losses as they age, loss of loved ones, loss of material items, and the loss of health and independence. Loss triggers grief and grief impacts seniors both psychologically and physically. Mental health concerns, such as anxiety, depression, hopelessness, etc. can occur, along with physical consequences such as sleeplessness, loss of appetite and a decreased functioning of the immune system, making them more vulnerable to infection and disease. In the first 6 months after the loss of a spouse, widow and widowers are at a 41% increased risk of mortality.

Studies show that counselling, support groups, education and financial programs can improve self-esteem, life satisfaction and emotional and physical well-being for seniors. This leads to a significantly enhanced quality of life, reduced illness, hospitalizations and untimely deaths. These services support seniors to remain healthy, productive citizens, actively engaged in their communities with continued employment and contributing to our society and economy.

Seniors are often on a fixed income without insurance support and limited funds to pay for private counselling and support.

With your support last year, we were able to provide over 100 private counselling sessions to seniors in our region, including 18 people from the Kennebecasis Valley and deliver several grief groups. We are once again asking for your support so that we can continue to provide these valuable mental health services to seniors in our region, helping them to stay well and remain active and productive citizens.

Project Costs:

- Private Counselling with a grief and loss specialist costs \$120/session. Each individual needs an average of 4-6 sessions which totals \$480 - \$720 per person.
- Grief Groups are hosted by a professional counsellor. They run weekly for 8 weeks and provide 16 hours of support at a cost of \$800 for each group delivered.

Benefits to Town of Rothesay:

This grant will be used to provide counselling and grief support at no cost to seniors in the Town of Rothesay. On average, individuals need a minimum of four private counselling sessions prior to proceeding to join support groups. Your \$5,000 will support us to provide private counselling and grief support services to ten (10) residents of the Town of Rothesay. This is in keeping with Rothesay being an “Age Friendly Community” and supporting seniors to live safely, in good health and remaining actively involved in their community.

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 (“the Act”), SNB 2009, cR-10.6 and may be subject to disclosure under the provisions of “the Act”. The information collected on this form may be shared with internal departments, external agencies or released at public 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 (506-848-6664).

SCHEDULE A

Application for Rothesay Municipal Grant

App. Date: August 13, 2022

Applicant: Kennebecasis Rowing Club (KRC) & Kennebecasis Paddling Centre

Address: 10 Regatta Row, Rothesay Mailing: P.O. Box 4597, E2E 5X3 (KPC)

Contact: Chris Flood Tel. _____

Email: _____

Organization Description: KRC & KPC provide "Learn to Row" & "Learn to Paddle" programs; Day Camps in summer; High School programming; and, competitive programming for Rothesay & the greater SJ area communities.

Amount Requested: \$ 5200.00

Descriptions of proposed event or activity: Access Ramp (to River + Docks) Upgrade and Improvement. (PID 117044). The access ramp to the docks used by KRC & KPC athletes,

coaches & participants has deteriorated to the point of being a safety issue. The upgrade is necessary for safe, easy access to the docks & River.

Project cost = \$ 30 049.50; ACDA is contributing 75% of original quote => 17 336.00 (75%) of 23 115.00. Project cost increased as a result of increased commodity & fuel costs.

In addition to the benefits described above, the ramp is used by the greater SJ community + Rothesay area citizens in the winter to access the frozen river by foot & motorized vehicles.

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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).

Ramp Improvement

Issue

The access ramp to the docks at the Kennebecasis Rowing Club is deteriorating. Coaches and athletes going from the club to the docks cross this ramp each time they go out for a practice. The ramp is at a state that it is becoming a safety issue. Currently it would be very difficult for anyone with a mobility issue to access the water at this location. This limits the ability to expand programs for non-able-bodied athletes & coaches.

An upgraded ramp would provide safe, easy access to the club docks. This would offer a safer environment for the young men and women who are enrolled in rowing and kayaking programs. Additionally, it would facilitate the offering of programs for athletes with mobility challenges.

In the winter the community also uses this ramp to access the ice. People going on the frozen river to ice fish, cross country ski, snow mobile and walk use this ramp as one of their primary access points to the frozen river system. They use it as this cove is one of the first areas to freeze and the roadway is one of the most open and easy access points.

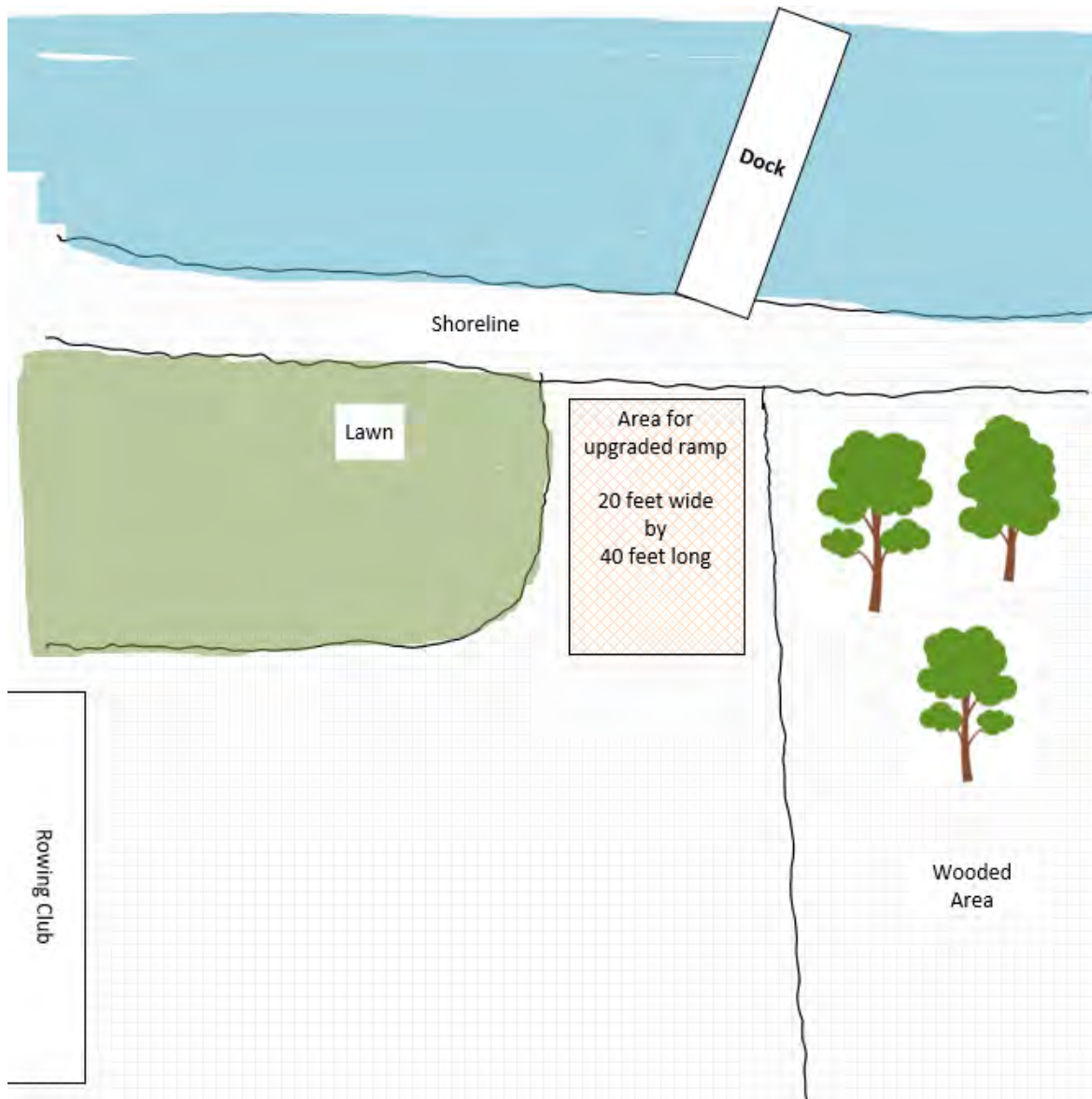
The following two pictures show the deteriorated state of the ramp. The first picture is looking down the ramp to the water and the second is looking up the ramp from the dock.



Scope

An area of 20 feet wide by 40 feet long will be excavated 3 feet. Coarse fill will be added to a depth of 2.5 feet to ensure adequate sub surface drainage. A wooden form will be constructed, and a steel rebar cage built within it. A layer of concrete 6" thick will be poured within the form to cover the steel rebar frame. A standard concrete finish will be applied to the slab to ensure adequate surface traction.

The following drawing provides an overview of the area for the ramp upgrade.



DEBLY ENTERPRISES LIMITED

170 Ashburn Lake Road, Saint John, NB Phone: 506-696-2936 Fax: 506-696-2288
 Email: reception@debly.ca Website: www.debly.ca

Quotation No. 2021-111 REVISED
 Company Name Kennebecasis Rowing Club
 Project Name Boat Ramp Improvement
 Date: 15-Jun-22
 Contact: Chris Flood

QUANTITY	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	LINE TOTAL
1.00	SCOPE OF WORK	LUMP SUM	\$ 26,130.00	\$ 26,130.00
	Excavation and Removal of Existing Ramp			
	Supply and Installation of a 450mm layer of 3" Minus Crushed Rock Subbase material			
	Supply and Installation of 150mm layer of 1-1/4" Minus Crushed Rock Base Material			
	Fine Gading Under New Ramp Slab			
	Supply and installation of Concrete Reinforcing Wire Mesh			
	Form, Pour and Finish New 20ft x 40ft x 6" Thick Concrete Ramp Slab			
	Shouldering and Grading around Finished Slab			

Quotation is subject to Debly Enterprises Limited standard terms and condition unless otherwise specified. Price subject to change based on fuel and commodity prices

SUBTOTAL	\$ 26,130.00
SALES TAX	3,919.50
TOTAL	\$ 30,049.50

QUOTE PREPARED BY: Andrew Giberson, P.Eng.
 QUOTE ACCEPED BY: _____

THANK YOU FOR YOUR BUSINESS!

Doug MacDonald

From: Jen Butler
Sent: August 11, 2022 1:24 PM
To: Doug MacDonald
Subject: Rocmaura Nursing Home Gala

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

Good afternoon,

Nancy Grant gave me your email. We are wondering if the town of Rothesay would be interested in getting a table at the Gala dinner? A table of 10 is \$1,400 with a tax receipt of \$650. There will be an Elvis show and such a great cause!

Thank you so much,

Jen Butler
Chair Rocmaura Foundation

We're going back to 1972 when Rocmaura Opened!

Viva Las Vegas!

with *Thane Dunn*
and the *Cadillac Kings*

Rocmaura
a community of caring people
FOUNDATION

DINNER | AUCTION | DANCE
DOORS OPEN AT 5:30PM

5:30PM SILENT AUCTION | PHOTOS WITH ELVIS
6:45 DRAW | WHEEL OF FORTUNE
HEADS/TAILS & MUCH MORE FUN!

7PM DINNER WITH HOST ONDY DAY
8:30PM LIVE AUCTION
9PM DANCE & SHOW

To Donate an Auction Item, Be a Sponsor, or
Purchase Tickets contact (506) 643-7090
foundation@rocmaura.com | www.rocmaura.com

Tickets: \$140 with \$65 tax receipt | Table of ten \$140
Dance only: \$45 in advance | \$50 at the door

Jen Butler
Vice President, Group Retirement

 **THE JDB GROUP**

Belmont Health & Wealth

133 Prince William Street, Suite 605 | Saint John, NB | E2L 2B5

T: 1.800.565.7050 ext. 112 | M: 506-639-2870 | E: jbutler@gobelmont.ca

Benefit from our experience | www.GoBelmont.ca www.jdbgroup.ca

The information in this email, including any attachment(s), is confidential and may be legally privileged. If you are not the intended recipient (or are not receiving this communication on behalf of the intended recipient), please notify the sender immediately and delete or destroy this communication without reading it, and without making, forwarding, or retaining any copy or record of it or its contents

From: Megan O'Hara <megan.ohara@kwlifecare.ca>
Sent: Thursday, August 4, 2022 PM
To: Nancy Grant <NancyGrant@rothesay.ca>; Matthew Alexander <MatthewAlexander@rothesaytca>
Cc: Tammy Altaby <tammy.altaby@KWLifeCare.ca>
Subject: FW: Application for Funding from Town of Rothesay

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

Good morning Mayor Grant and Deputy Mayor Alexander,

I have just submitted a funding application on behalf of Kings Way Care Centre.

We have a goal of creating a healthy aging space for our residents, staff and people living in the Kennebecasis Valley. This will consist of a wheelchair/walker accessible walking track, gazebo and outside exercise equipment.

It is a large project, but will have a even larger return on our overall investment as it will improve the lives and health of the people we serve.

I am writing to you both directly as I understand that the Mayor can make in-kind donations of up to \$1000 on behalf of the town for similar initiatives. If the grant is not something the Town can support at this time, I am hopeful that you will consider this.

We would be happy to present the idea to council or discuss further with you.

Thank you for your time and dedication.

Megan O'Hara
Director of Community Relations
Kings Way LifeCare Alliance
P(506) 847-1131 ex 2427
E <mailto:megan.ohara@kwlifecare.ca>

1

https://linkprotect.cudasvc.com/url?a=http%3a%2f%2fthekingswavlifecarealliance.ca%2f&c=E.1*8UvSIGo we603rQQH Nz9yIuOhigxLs3EOikNgGpQozuZFvf yB2ArB01 GeBTaUOtk7Uk6NqtNkb-A6gFlt-cNuKhVYiui3Czsir5-OC2Si4W8mA&typo=1

.----Originat Message----From:
Megan O'Hara
Sent: August-04-22 12:32 PM
To: 'Rothesay@rothesay.ca'
Cc: Tammy Allaby
Subject: Application for Funding from Town of Rothesay

SCHEDULE A

Application for Rothesay Municipal Grant

App. Date: July 26, 2022

Applicant: Kings Way Life Care Alliance Foundation
Address: 8 Squire Drive Quispamsis, NB E2G 2A7
Contact: Megan O'Hara Tel. 847-1131 ext 2427
Email: Megan.Ohara@kwlife care.ca

Organization Description: KNLCA Foundation raises funds to improve the quality of life initiatives for Residents living in Kings Way Care Centre

Amount Requested: \$ 10,000

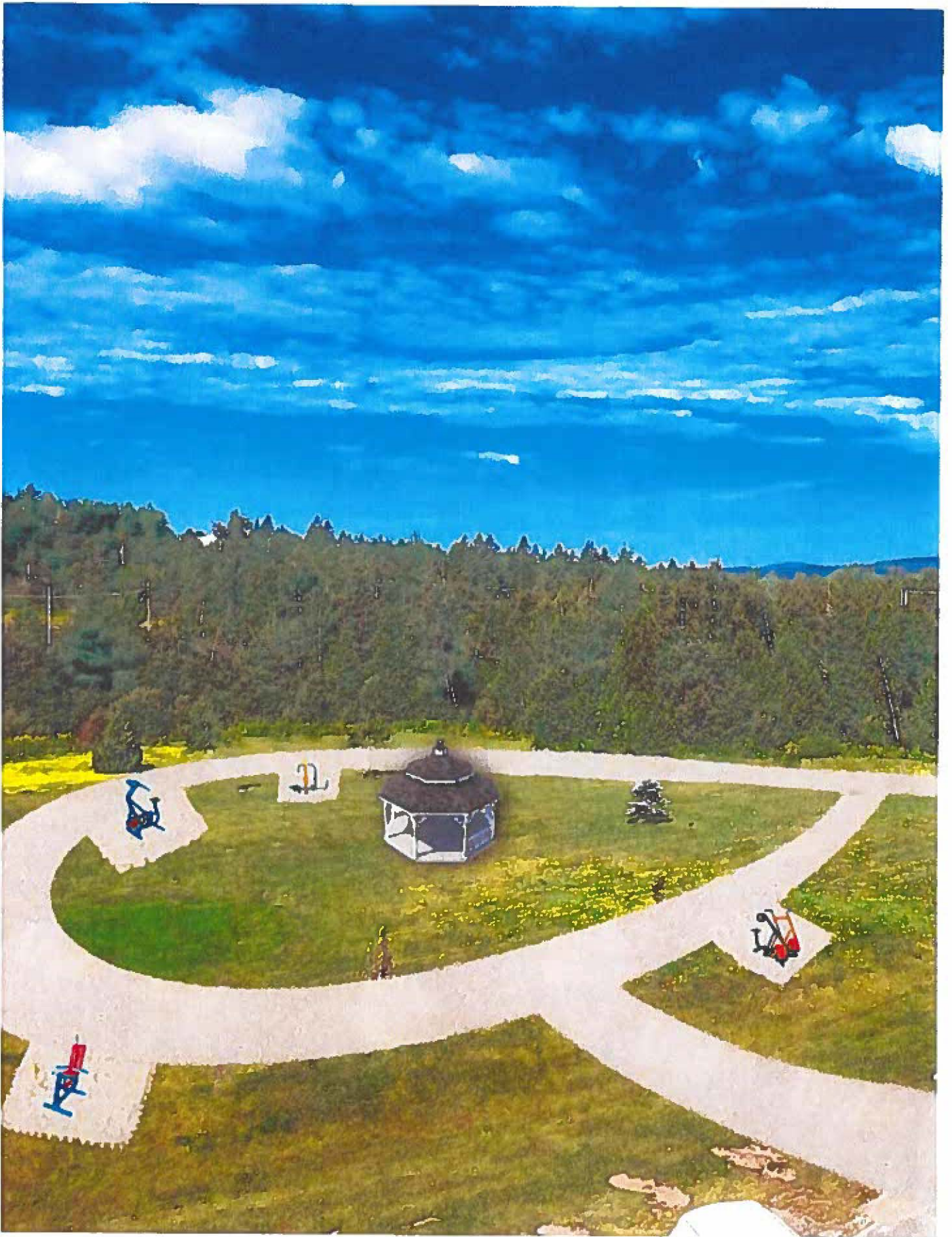
Descriptions of proposed event or activity: A healthy aging initiative including a gazebo for social gatherings, concerts, markets etc. • 25 km wheelchair/walker accessible walking path with benches/outdoor exercise equipment along the path
Project costs: Estimated total project cost \$ 78,000

Benefits to town of Rothesay: 48% of our Residents are from/their families live in the Kennebecasis Valley We want to create a hub for healthy aging within our community we hope people will find comfort in using our wheelchair/walker accessible walking path & exercise equipment as it will be located outside Kings Way Care Centre

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Which has skilled RNs an AED machine and epi pens.





2022September12OpenSessionFINAL_108

BUILDING PERMIT REPORT

8/1/2022 to 8/31/2022

Date	Building Permit No	Property Location	Nature of Construction	Value of Construction	Building Permit Fee
08/15/2022	BP2021-00202	121 HAMPTON RD	DECK	\$3,000.00	\$21.75
08/05/2022	BP2022-00013	4 VALLEY ROAD	RENOVATION	\$303,857.00	\$2,204.00
08/15/2022	BP2022-00030	2242 ROTHESAY RD	SINGLE FAMILY	\$800,000.00	\$5,800.00
08/29/2022	BP2022-00056	4 GOLDIE CRT	SINGLE FAMILY	\$400,000.00	\$2,900.00
08/31/2022	BP2022-00099	4 DOBSON LANE	ABOVE GROUND POOL	\$5,000.00	\$36.25
08/08/2022	BP2022-00105	7 ALLISON DR	IN GROUND POOL	\$80,000.00	\$580.00
08/08/2022	BP2022-00110	9 EDGEMONT LANE	FENCE	\$15,000.00	\$108.75
08/08/2022	BP2022-00115	4 PRINCE ALBERT CRT	ACCESSORY BUILDING	\$6,000.00	\$43.50
08/15/2022	BP2022-00117	2278 ROTHESAY RD	WINDOWS	\$22,000.00	\$159.50
08/15/2022	BP2022-00121	91 BEL-AIR AVE	DECK	\$10,900.00	\$79.75
08/15/2022	BP2022-00122	18 CRESCENT DR	FENCE	\$7,936.00	\$58.00
08/31/2022	BP2022-00126	44 MAIDEN LANE	FENCE	\$10,000.00	\$72.50
08/30/2022	BP2022-00127	1 SPRUCE ST	WINDOWS	\$1,200.00	\$20.00



BUILDING PERMIT REPORT

8/1/2022 to 8/31/2022

<i>Date</i>	<i>Building Permit No</i>	<i>Property Location</i>	<i>Nature of Construction</i>	<i>Value of Construction</i>	<i>Building Permit Fee</i>
08/24/2022	BP2022-00128	13 EDGEMONT LANE	FENCE	\$8,000.00	\$58.00
08/26/2022	BP2022-00129	21 WEDGEWOOD DR	FENCE	\$1,000.00	\$20.00
Totals:				\$1,673,893.00	\$12,162.00
Summary for 2022 to Date:				\$9,524,457.96	\$69,166.00

2021 Summary

	<u>Value of Construction</u>	<u>Building Permit Fee</u>
Monthly total:	\$629,742.23	\$4,600.25
Summary to Date:	\$5,501,943.23	\$41,311.75

**ROTHESAY****INTEROFFICE MEMORANDUM**

TO : Mayor Grant & Council
 FROM : John Jarvie
 DATE : 2 September 2022
 RE : Capital Project – Status Report

The following is a list of 2022 capital projects, holdover 2019, 2020 and 2021 capital projects and the status of each along with a continuing project from 2016.

	PROJECT	BUDGET	\$ TO 30/06/22*	COMMENTS
2016	General Specification for Contracts	40,000	40%	Draft document under review by staff
	Trail & sidewalk connector Wells	\$1.62M	-	Subject to grants; estimate revised to current – land acquisition discussions with Province underway
2019	Secondary Plan road design	50,000	-	Wiljac – design underway
202	Drainage Study	200,000	80%	Final Report Submitted -recommendations for 2023 budget
	Wells Ballfield	250,000	95%	Substantially Complete
	WWTP Phase II design	600,000	64%	Preliminary Design in Review Stage
	Production Wells (#7)	290,000	30%	Regulatory approval for withdrawal rate pending final consultant report in late July
2021	Shadow Hill Court water	400,000		Preliminary design and cost estimates complete
	Station Rd, cast iron line replacement	250,000		Deferred
	Turnbull Ct sewer replacm't Phase II	1,000,000	20%	Project pending WAWA permit approval
	SCADA	35,000	26%	In design phase
	Fire Department Stn 2 Reno	1,250,000		Approved by Municipal Capital Borrowing Board, budget adjustment made and increase approved by both Towns
	2022 Street Resurfacing	1,760,000	35%	Work 75% complete
	2022 Curb & Sidewalk	350,000	35%	Sidewalk on Spruce Street under construction, Dobbin deferred, Kingswood included with asphalt resurfacing tender
	2022 Designated Highways	500,000		Provincial funding not provided in 2022, project deferred
	Storm Sewers	100,000		Included in resurfacing tender
	Intersection improvements Grove Avenue at Hampton Road	420,000		Conduit and pole bases complete, awaiting delivery of poles and signals
	Fleet/Equipment	615,000	62%	Sweeper purchased and in service; one of two 1 Ton trucks purchased
2022	Buildings	85,000		HVAC installation on June agenda
	Information Technology	125,000	67%	Inc new photocopier, booking software
	Town Hall HVAC	100,000	10%	
	Parks Equipment	200,000	23%	Mowers in service
	Pickle Ball Courts	50,000	10%	Item on September Agenda
	Renforth park concrete walkway	15,000		Included in asphalt resurfacing project
	Fitzgerald Field fencing	6,000		Completed
	Arena	\$2.0M		
	Turnbull Ct sewer replacement Ph II	\$1.0M	25%	Tender awarded, waiting for permit approvals
	Water quantity	100,000		pending
	Water model update	100,000		pending
	Water Treatment Train expansion	550,000	10%	Purchased and on order
	Wells New Building	\$1.7M	30%	Design Work Underway
	Hillsview water line replacement	50,000		Preliminary design complete

* Funds paid to this date.

MOVING BEYOND WASTE



Recycle NB



ANNUAL REPORT | 2021



Laurentide Re/Sources paint recycling facility, Richibucto, NB.
Photo by Denis Duquette

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70 Hampton Road
Rothesay, NB
E2E 5L5 Canada

Rothesay Council
September 12, 2022

TO: Mayor Grant and Rothesay Council

SUBMITTED BY:

John Jarvie, Town Manager

DATE: 2 September 2022

SUBJECT: MR Investments – Subdivision Agreement (Revised)

RECOMMENDATION REPORT

RECOMMENDATION

Council HEREBY removes from the TABLE a subdivision application from MR Investments Ltd. for the development of 14 residential single family lots on the property identified as (PID 00239632).

ORIGIN

On August 8, 2022 Rothesay Council TABLED a Motion to authorize the Mayor and Clerk to enter into a Development Agreement with MR Investments Ltd. for the development of a 14-lot subdivision on the property identified as (PID 00239632) pending a public meeting.

On Monday, August 15th Council held a public meeting regarding the proposed Rothesay Hills subdivision (off Higginson Avenue).

PUBLIC MEETING

A subdivision for 14 single-family homes does not require a public hearing under the Community Planning Act. Subdivisions that propose new public streets require that Council enter into an agreement with the developer to ensure standards for public infrastructure. Notwithstanding that a public hearing is not required, Council agreed to provide opportunity for residents to be heard by holding a public meeting and soliciting their written comments.

At the August 15th, 2022 public meeting Council heard from DPDS White, and Mr. Peter Allaby, Traffic Engineer for Englobe, who managed the preparation of Rothesay's Secondary Plan. Mr. Allaby advised Council that the proposed 14 single-family lots will generate low traffic volumes noting that Dunedin Road will remain well below the upper threshold for traffic volumes for residential local streets.

Council also heard from the applicant Mr. Stephen Maltby and 10 residents speaking against the proposal. Staff have reviewed the minutes of the public meeting and have prepared a review of some of the comments submitted by residents, as follows:

RESIDENT QUESTION/CONCERN	RESPONSE
<p>1. Questions and general concern regarding stormwater runoff from the proposed development of homes.</p>	<p>Stormwater is always a major matter for any subdivision development; accordingly, Rothesay requires that stormwater management systems be designed by a Professional licensed engineering firm to address the new development and existing stormwater concerns from the surrounding topography as it relates to the new subdivision. The plans prepared for the new subdivision are also reviewed, revised, and approved by the Town's engineer.</p> <p>The Developer would be bound by contract (subdivision agreement) to adhere to Rothesay's by-laws at the issuance of a building permit, to include swales, dry wells and other stormwater controls as required, to control surface runoff and direct it away from neighbouring properties.</p>
<p>2. Has an environmental impact assessment been completed for the proposed subdivision?</p>	<p>Rothesay has no by-law requirement for an environmental assessment of development projects. Under the Province's Environmental Impact Assessment Regulations only major residential subdivisions located outside incorporated areas are required to conduct an assessment.</p>
<p>3. Concerns raised related to possible wetlands and watercourses.</p>	<p>A review of the provincial mapping system indicates no wetlands or watercourse meeting provincial parameters on the subject lands, however, should a wetland or watercourse be identified the applicant would be required to obtain a Watercourse and Wetland Alteration permit from the Department of Environment and Local Government as per the Regulations of the Clean Water Act.</p>

RESIDENT QUESTION/CONCERN	RESPONSE
<p>4. Concerns raised related to private wells, and possible impacts on water quality/supply?</p>	<p>The New Brunswick Department of Environment and Local Government establishes regulations regarding groundwater wells under the Clean Water Act and aquifer protection is addressed in Regulation 90-79 under the Clean Water Act. However, aquifer protections in this context do not apply to private wells.</p> <p>However, the Developer is required to connect all proposed homes to Town water and sewer. No wells will be drilled into the existing groundwater resource in the area and no septic fields will be permitted, and for that reason, the proposed development is not expected to affect the groundwater in the area.</p> <p>With respect to water table issues Staff observe that the minimum private well depth in the neighbourhood is on average ~50 feet minimum depth. Whereas the average foundation excavation depth is ~7 feet and the average service installation depth is ~5 feet. Staff are not concerned that the removal of +/- 7 feet of potential surficial soil and rock is going to affect ground water wells at or below the 50 foot mark.</p>
<p>5. Would Rothesay ensure our wells will remain clean and deliver the current volume?</p>	<p>The Town cannot offer any such assurance.</p>
<p>6. Concern regarding the lack of curb and sidewalks and that all the extra traffic will make walking on the side of the road unsafe.</p>	<p>In the opinion of a qualified traffic engineer acting for the Town, the 14 homes will not create unsafe volumes of traffic. The need for sidewalks along public streets is a competitive priority among many Rothesay neighbourhoods that is managed through recommendations from Town Staff vetted through the Committee process and brought forward to Council's annual capital budgeting process.</p> <p>Observations regarding the lack of amenities or state of existing municipal infrastructure along existing streets Higginson and Horton has been noted by Staff and will assessed by Council in annual budget considerations to focus financial and staff resources where they are most needed throughout Rothesay.</p>

RESIDENT QUESTION/CONCERN	RESPONSE
7. Will pedestrians be at increased risk and will vehicle accidents increase?	Staff have evaluated the proposal with due consideration for pedestrian and traffic safety and have no major concerns; therefore staff are recommending approval.
8. Will municipal water service be offered to Higginson/Horton residents?	Council considers infrastructure upgrades where they are most needed throughout Rothesay, however the Developer is not responsible for extending municipal services onto existing private roads, as it not directly connected to the servicing of the development proposal. If there is sufficient interest in the neighbourhood, municipal water service could be extended to Higginson Avenue residences, irrespective of the proposed project.

TRAFFIC CONCERN

The most frequent and primary concern from residents has been and continues to be 'traffic'. Staff considered these concerns and note that operations Staff do not have a history of calls or requests regarding the unsafe conditions in the neighbourhood. Staff also note that there is essentially no documented vehicle accident history in the neighbourhood. Furthermore, Staff have no requests to deploy the digital speed signs on Dunedin, Horton, Valpy, Higginson or Mantua.

Adding 14 homes is, in Staff's professional opinion, a negligible increase to an already extremely low volume of traffic on these public streets. Dunedin is a steep street with negotiable turns that require special attention for winter maintenance. The Town is cognizant of that and for that reason, Council made the decision (against public opinion) to install sidewalks on some of the steepest portions of the street. Staff notes that further phases in the Secondary Plan require an alternative access to the existing steep streets. Recommendations for road work in 2023 can be anticipated during the 2023 budget preparation process.

CONSTRUCTION TRAFFIC – PROPOSED AMENDMENT

Staff note that many of the residents were concerned about heavy construction vehicles using existing public streets (Dunedin and Horton) for development of the proposed subdivision. While Staff maintain that the proposed 14 home development will not present any extraordinary traffic concerns, the neighbourhood would benefit from an alternative route for construction traffic.

Staff and the developer are prepared to recommend amending the DRAFT subdivision agreement by adding the following clause:

PART 16. The Developer and Rothesay agree that the water utility pipeline service road connecting to Grove Avenue ("Hillside Trail") shall be used for all construction machinery, heavy equipment, and related commercial vehicle movements until such time that the subdivision is substantially complete.

RECOMMENDATIONS

In review of the proposed subdivision Staff can confirm that the residential nature of the proposal conforms with the low-density residential intent of the Municipal Plan and the development phasing as indicated in the Hillside Secondary Plan.

Staff note that there were many topics or issues raised by residents that are not specifically related to the application before Council. Staff's role is to confirm or clarify whether the application meets all the regulations that the Town has in place to ensure the proper development of land. Staff have confirmed that the development conforms to the 2020 Municipal Plan, the 2019 Secondary Plan, the zoning by-law, and the subdivision by-law. While public opinion differs from Staff's advice regarding traffic concerns, it is the professional opinion of Staff that there is insufficient reason to refuse the application based on traffic issues.

Staff recommend Council pass the following:

Council HEREBY authorizes the Mayor and Clerk to enter into a Development Agreement, as amended, with MR Investments Ltd. for the development of a 14-lot subdivision on the property identified as (PID 00239632).

Council HEREBY ASSENTS, as per Section 88(2) of the Act, to the creation of public streets with connections to Higginson Avenue and a new public street identified as Rothesay Hills Road as shown on the MR Investments Ltd. Subdivision tentative plan Drawing No. 21199SDT1-Phase1 for the subdivision of land on the portion of lands identified as (PID 00239632).

Rothesay

DEVELOPMENT AGREEMENT

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

Parcel Identifiers
of Parcels Burdened
by Agreement:

00239632

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, 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 located off Dunedin Road and Higginson Avenue PID 00239632 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 extension of public roads and the development of a subdivision containing not more than fourteen (14) lots for fourteen (14) single family dwellings on the Lands as described in Schedule A.

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

1. The Developer agrees that the number of Lots situated on the Lands indicated on Schedule A shall not exceed fourteen (14) lots.
2. The Developer agrees that the number of residential dwellings situated on the Lands indicated on Schedule A shall not exceed fourteen (14) single family dwellings.
3. 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
4. The Developer agrees that 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

5. The Developer agrees to develop the Lands in a manner, which, in the opinion of the Development Officer, is generally in conformance with the following Schedules attached to this Agreement:
 - a. Schedule A Legal Description of Parcels
 - b. Schedule B Proposed Plan of Subdivision

Subdivision

6. The Developer agrees that no subdivision approvals shall be granted without the capital costs equal to a proportionate share of the cost for installing municipal infrastructure to service the Hillside South Secondary Plan area inclusive of the subject Lands have been approved by Rothesay Town Council, pursuant to Policy DEVC-1 of Rothesay By-law 1-20.
7. The Developer agrees that all Lots shall meet the requirements of the Single Family Residential – Standard Zone [R1B] as described in the Rothesay Zoning By-law No. 2-10.
8. The Town and Developer agree that the Development Officer may, at their discretion, consider a reduction in the total number of Lots and the resulting applicable and necessary changes to Schedule B as non-substantive and generally in conformance with this Agreement.
9. 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.

Land for Public Purposes

10. The Town and Developer agree to defer the requirement for Land for Public Purposes (LPP) until such time that the Developer submits future phases for subdivision approval and the Town has determined the preferred location of LPP.
11. Furthermore, the Town and Developer agree that an amount no less than **2484.5 square meters** being 10% of the area of the 14 lots being subdivided or **\$26,832.60** as cash in lieu LPP being 8% of the market value as calculated by by-law shall form a debit owing on the lands.

Site Development

12. The Developer agrees to develop the Lands in a manner, which, in the opinion of the Development Officer, is generally in conformance with Schedule B.
13. The Developer agrees to not commence clearing of trees, excavation of topsoil or blasting activities in association with the construction of the subdivision until the Town has provided final approval of the subdivision design as determined by the Development Officer, in consultation with the Town's Engineer.

14. The Developer agrees that driveways for each developed Lot shall conform as follows:
- a) All areas used for vehicular traffic or the parking or storage of a vehicle shall be paved with asphalt, concrete, interlocking stone or other environmentally safe and dust-free equivalent surface.
 - b) Every developed Lot shall have one (1) permanent driveway lighting fixture that shall as follows:
 - i. provide illumination of the primary driveway entrance to the public street right of way;
 - ii. be supplied from the property's electrical system;
 - iii. automatically switch on there is insufficient daylight;
 - iv. 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; and
 - v. be installed by the Developer and maintained by the successive lot owner(s) their successors and assigns, in a manner to ensure continuous operation during nighttime hours.
15. The Developer agrees that all proposed new public utility distribution infrastructure (including electricity, telecommunications, and internet lines) installed in and for the purpose of supplying service to the subdivision shall be installed underground, exclusive of existing above ground public utilities.
16. The Developer and Rothesay agree that the water utility pipeline right-of-way connecting to Grove Avenue "Hillside Trail" shall be used solely for all construction machinery, heavy equipment, and related commercial vehicles until such time that the subdivision is substantially complete.

Municipal Streets

17. The Developer shall carry out, subject to inspection and approval by Town 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 the Town;
 - c. fine grading of streets to profiles approved by the Town;
 - d. hard surfacing of the streets as shown on the plan to Town specifications; sub-grade standards, compaction and finish as approved by the Town Engineer, in writing, before final hard surfacing may be installed;
 - e. constructing the roads as shown on the plan and complete the connection to the Higginson Avenue as shown on Schedule B;
 - f. supply and maintenance of for a period of one (1) year the topsoil, sod, landscaping and the planting of street trees calculated as one tree for each 10 meters measured along the linear centre line of the public street right of way, planted in location(s) approved by the Town and where such trees are as follows:
 - (a) Not smaller than six centimeters (6 cm) in diameter measured at a point being 2 meters above the root ball such trees species as approved by the Town.
 - g. engineering design and inspection of those works referred to in clauses b), c) d), e) and f) of this section.
18. The Developer agrees to provide, upon completion of Part (13), 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.
19. The Developer agrees to provide, upon the request of the Town, as-built drawings that delineate all public infrastructure to be submitted to the Town

in compliance with the minimum standards and requirements specified in the Town's Digital Data Submission Standards for Infrastructure and Construction Drawings.

20. The Town reserves the right to assign public street names, notwithstanding that the names may not correspond with those shown on Schedule B.
21. 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 the completed works are accepted by the Town.
22. 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.
23. The Developer agrees to restore all disturbed areas of the public street and public street right of way to the satisfaction of the Town Engineer following installation of the required municipal services.

Storm Water

24. The Developer shall carry out, subject to inspection and approval by Town representatives, and pay for the entire actual costs of the installation of a storm water system. The Developer agrees to accept responsibility for all costs associated with 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, 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 topsoil and hydro-seeding of shoulders of roadways.
25. The Developer agrees to submit for approval by the Town, prior to commencing any work on the storm water system such plans, as required by the Town, that shall conform with the design schematics and construction standards of the Town, unless otherwise acceptable to the Town Engineer.
26. The Developer agrees that all roof leaders, down spouts, and other storm water drains from all proposed dwelling shall not be directed or otherwise connected or discharged to the Town's storm water or sanitary collection system.
27. 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.
28. The Developer agrees to provide to the Town Engineer written certification of a Professional Engineer, licensed to practice in New Brunswick that the storm water system has been satisfactorily completed and constructed in

accordance with the Town specifications.

Water Supply

29. The Developer agrees to connect to the Town's nearest and existing water system at a point to be determined by the Town Engineer and utilizing methods of connection approved by the Town Engineer.
30. The Town agrees to supply potable water for the purposes and for those purposes only for a maximum of fourteen (14) single family residential dwellings and for minor and accessory purposes incidental thereto and for no other purposes whatsoever.
31. The Developer agrees to pay the Town a connection fee for each residential unit to the Town water system calculated in the manner set out by By-law as amended from time to time, to be paid to the Town on issuance of each building permit.
32. The Developer agrees that 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.
33. The Developer agrees that all connections to the Town water mains shall be approved and inspected by the Town Engineer or such other person as is designated by the Town prior to backfilling and that the operation of water system valves is the sole responsibility of the Town.
34. The Developer agrees to comply with the Town's Water By-law and furthermore that a separate water meter shall be installed, at their expense, for each residential connection made to the Town's water system.
35. The Developer agrees that the Town may terminate the Developer's connection to the Town water system in the event that the Town determines that the Developer is drawing water for an unauthorized purpose or for any other use that the Town deems in its absolute discretion.
36. The Developer agrees to provide, prior to the occupation of any buildings or portions thereof, written certification of a Professional Engineer, licensed to practice in New Brunswick that the connection of service laterals and the connection to the existing town water system has been satisfactorily completed and constructed in accordance with the Town specifications.

Sanitary Sewer

37. The Developer agrees to connect to the existing and nearest sanitary sewer system at a point to be determined by the Town Engineer and utilizing methods of connection approved by the Town Engineer.
38. The Developer agrees to pay the Town a connection fee for each residential unit to the Town sewer system calculated in the manner set out by By-law as amended from time to time, to be paid to the Town on issuance of each building permit.
39. The Developer agrees to carry out subject to inspection and approval by Town representatives, and pay for the entire actual costs of the following:
 - a. Engineering design, supply, installation, inspection, and construction of all service lateral(s) necessary to connect to the existing sanitary sewer system inclusive of all pipes, laterals, fittings, and precast concrete units.
40. The Developer agrees to submit for approval by the Town, prior to commencing any work to connect to the sanitary sewer system, any plans

required by the Town, with each such plan meeting the requirements as described in the Town specifications for such development.

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

Retaining Walls

42. The Developer agrees that dry-stacked segmental concrete (masonry block) gravity walls shall be the preferred method of retaining wall construction for the purpose of erosion control or slope stability on the Lands and furthermore that the use of metal wire basket cages filled with rock (gabions) is not an acceptable method of retaining wall construction.
43. The Developer agrees to obtain from the Town a Building Permit for any retaining wall, as required on the Lands, more than 1.2 meters in height and that such retaining walls will be designed by a Professional Engineer, licensed to practice in New Brunswick.

Indemnification

44. The Developer does hereby indemnify and save harmless the Town from all manner of claims or actions by third parties arising out of the work performed hereunder, and the Developer shall file with the Town prior to the commencement of any work hereunder a certificate of insurance naming the Town as co-insured evidencing a policy of comprehensive general liability coverage on "an occurrence basis" and containing a cross-liability clause which policy has a limit of not less than Two Million Dollars (\$2,000,000.⁰⁰). The aforesaid certificate must provide that the coverage shall stay in force and not be amended, canceled or allowed to lapse within thirty (30) days prior to notice in writing being given to the Town. The aforesaid insurance coverage must remain in full force and effect during the period available to the Developer pursuant to this agreement to complete the work set out as described in this Agreement.

Notice

45. Any notice or advice which is to be given under this Agreement shall be deemed to have been satisfactorily given to the Developer if delivered personally or by prepaid mail addressed to **MR INVESTMENTS INC.**, 16 Arthur Avenue, Rothesay, New Brunswick, E2E 6A7 and to the Town if delivered personally or by prepaid mail addressed to **ROTHESAY**, 70 HAMPTON ROAD, ROTHESAY, NEW BRUNSWICK, E2E 5L5. In the event of notice by prepaid mail, the notice will be deemed to have been received four (4) days following its posting.

By-laws

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

Termination

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

48. Notwithstanding Part 47 (above), the Parties agree that development shall be deemed to have commenced if within a period of not less than three (3) months prior to **INSERT DATE** the construction of the public street and municipal service infrastructure has begun and that such construction is deemed by the Development Officer in consultation with the Town Engineer as being continued through to completion as continuously and expeditiously as deemed reasonable.
49. The Developer agrees that should the Town terminate this Agreement the Town may call the Letter of Credit described herein and apply the proceeds to the cost of completing the work or portions thereof as outlined in 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 full amount owing as required to complete the work.

Security

50. 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; and
- 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.

Failure to Comply

51. The Developer agrees that after 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 discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; and/or
 - (d) In addition to the above remedies, the Town reserves the right to pursue any other remediation under the *Community Planning Act* or Common

Law in order to ensure compliance with this Agreement.

Entire Agreement

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

53. 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

54. 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: _____, 2022

Witness:

MR Investments Inc.

Director

Witness:

Rothesay:

Mayor

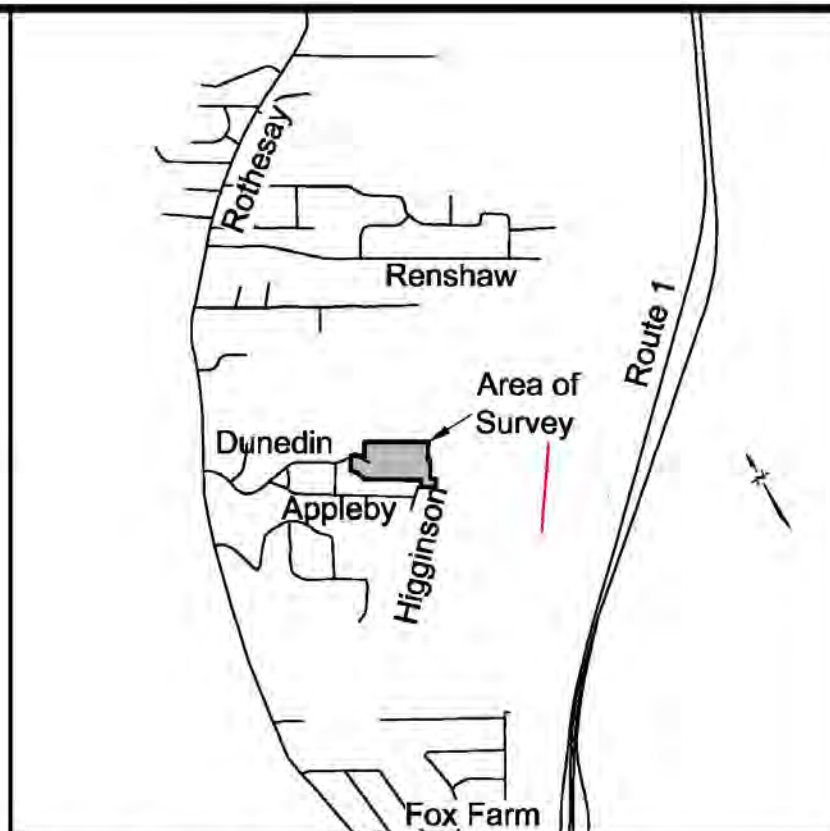
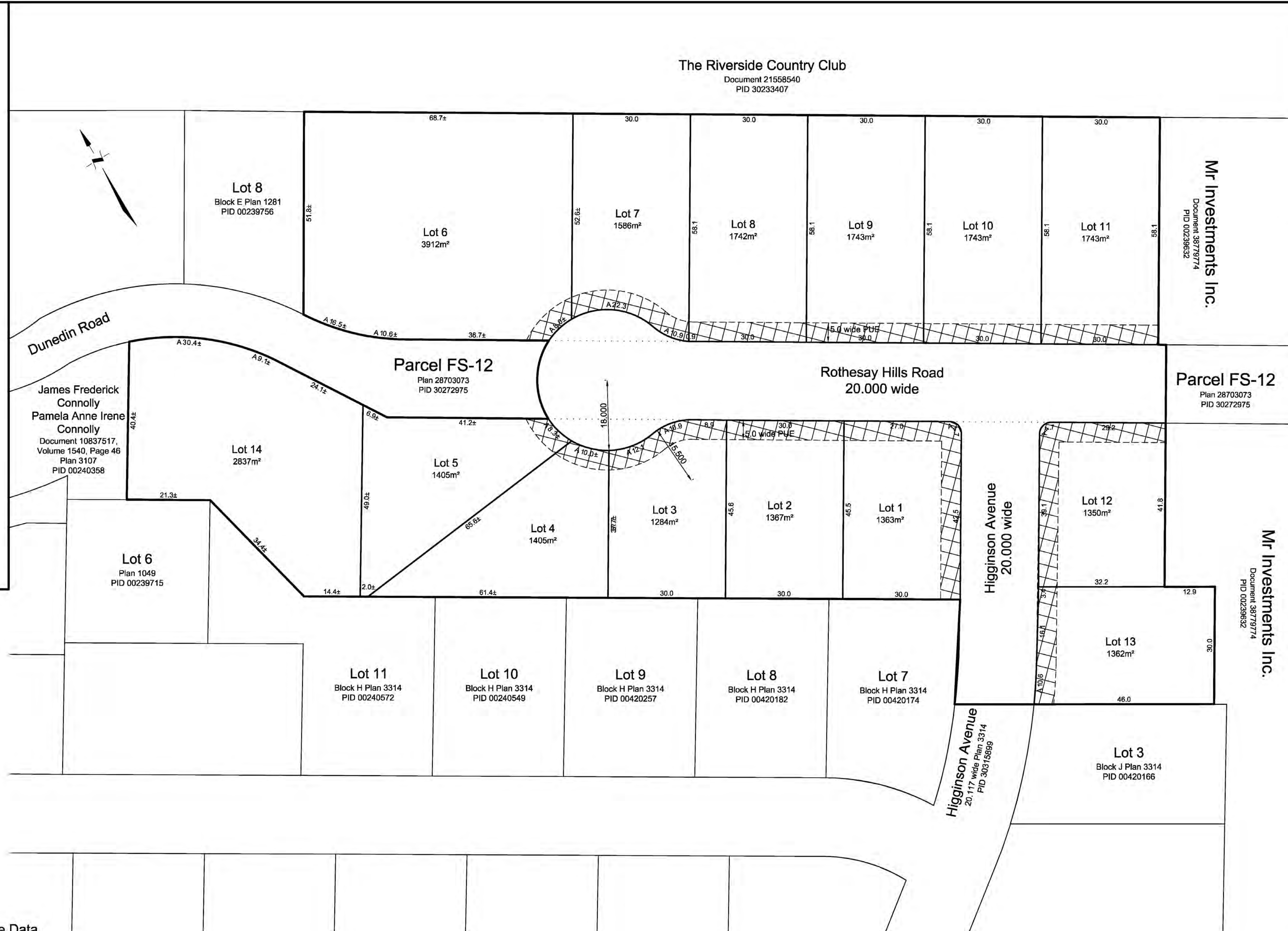
Clerk

SCHEDULE A

PID 00239632

DRAFT AGREEMENT

Approvals



- Key Plan**
Scale = 1:25,000
- Legend**
- ⊙ SMS - Standard survey marker set
 - ⊙ SMF - Standard survey marker found
 - CALC - Calculated point
 - RIB - Round iron bar found
 - SQIB - Square iron bar found
 - IP - Iron pipe found
 - N Tabulated coordinate reference
 - ▬ Lands dealt with by this plan
 - ▨ Public Utility Easement

- Notes**
1. All computations performed and coordinates shown are based on the NB stereographic double projection and the NAD83(CSRS) ellipsoid as realized by Service New Brunswick's Active Control System.
 2. All distances shown are in meters and are grid distances calculated using a combined scale factor utilizing geoid model HT2.0.
 3. All directions are NB grid azimuths established using GNSS.
 4. Document and plan numbers referred to are those of the land titles or county registry office.
 5. Certification is not made as to legal title, being the domain of a lawyer, nor to the zoning & setback bylaws or regulations, being the domain of a development officer.
 6. Certification is not made as to covenants set out in the document(s) and the location of any underground services and/or fixtures permanent or otherwise.
 7. Peripheral information and adjacent owner information was derived from SNB records.

- Purpose of Plan**
- To create 14 new residential lots.
 - To create 2 Public Streets, Rothesay Hills Road and Higginson Avenue.
 - To create Public Utility Easements (PUE)

Subdivision Plan
MR
Investments Inc.
Higginson Avenue, Rothesay
Kings County, NB

Scale = 1:500

DON - MORE
SURVEYS &
ENGINEERING LTD.

Dated: June 28, 2022

TENTATIVE
Andrew K. Toole, N.B.L.S. # 379

Dwg: 21199SDT1-Phase1

Title Data
PID 00239632
Owner: MR Investments Inc.
Document: 38779774
Registered: 2019-01-31

Title Data
PID 30282975
Owner: Rothesay
Document: 28702984
Registered: May 12, 2010

Signature of Owners
Stephen Maltby, President
For: MR Investments Inc.

Signature of Owners
ABC, Position
For: The Town of Rothesay

Public Streets
These streets vest in the Municipality of Rothesay pursuant to Section 88(6)(a) of the Community Planning Act.

Public Utility Easements
Pursuant to Section 5 of "Designated Easements" Regulation 2021-83 and Section 88(7)(b) of the Community Planning Act the Public Utility Easements on the plan vest in the New Brunswick Power Corporation, Bell Canada, and Rogers Communications Inc. with the filing of this plan.



SCHEDULE B

DRAFT AGREEMENT

Form 45

AFFIDAVIT OF CORPORATE EXECUTION

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

Deponent: Stephen Maltby
16 Arthur Avenue
Rothesay, NB E2E 6A7

Office Held by Deponent: **Director**

Corporation: MR Investments Inc.

Place of Execution: Rothesay, Province of New Brunswick.

Date of Execution: _____, 2022.

I, **Stephen Maltby**, 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 "**Stephen Maltby**" 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 _____, 2022.)

BEFORE ME:)
)
_____)
Commissioner of Oaths)

Stephen Maltby

Form 45

AFFIDAVIT OF CORPORATE EXECUTION

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

Deponent: Ashish Rampal
16 Arthur Avenue
Rothesay, NB E2E 6A7

Office Held by Deponent: **Director**

Corporation: MR Investments Inc.

Place of Execution: Rothesay, Province of New Brunswick.

Date of Execution: _____, 2022.

I, **Ashish Rampal**, 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 as the officer(s) duly authorized to execute the instrument on behalf of the Corporation;
7. the signature "**Ashish Rampal**" subscribed to the within instrument is the signature of me and is in the proper handwriting of me, this deponent.
8. 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;
9. 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 _____, 2022.)

BEFORE ME:)
)
_____)
Commissioner of Oaths)

_____)
Ashish Rampal

Form 45

AFFIDAVIT OF CORPORATE EXECUTION

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

Deponent: **MARY JANE E. BANKS**

Rothesay
70 Hampton Road
Rothesay, N.B.
E2E 5L5

Office Held by Deponent: Clerk

Corporation: **Rothesay**

Other Officer Who Executed the Instrument: **NANCY E. GRANT**

Rothesay
70 Hampton Road
Rothesay, N.B.
E2E 5L5

Office Held by Other Officer Who Executed the Instrument: Mayor

Place of Execution: Rothesay, Province of New Brunswick.

Date of Execution: _____, 2022.

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

- 1. That I hold the office specified above in the corporation specified above, and am authorized to make this affidavit and have personal knowledge of the matters hereinafter deposed to;
- 10. 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;
- 11. 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;
- 12. 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;
- 13. That the instrument was executed at the place and on the date specified above;

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

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

MARY JANE E. BANKS

2022September12OpenSessionFINAL_133

From: [Nancy Grant](#)
To: [Mary Jane Banks](#)
Subject: Fwd: Letter to the editor regarding the proposed subdivision on Higginson Ave
Date: August 17, 2022 8:38:22 AM

Dr. Nancy Grant
Mayor

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.

From:
Sent: Monday, August 15, 2022 4:56:08 PM
To: Nancy Grant <NancyGrant@rothesay.ca>; Matthew Alexander <MatthewAlexander@rothesay.ca>; Tiffany Mackay French <TiffanyMackayFrench@rothesay.ca>; Bill McGuire <BillMcGuire@rothesay.ca>; Dave Brown <davebrown@rothesay.ca>; Helen Boyle <helenboyle@rothesay.ca>; Peter Lewis <PeterLewis@rothesay.ca>; Don Shea <DonShea@rothesay.ca>
Subject: Fw: Letter to the editor regarding the proposed subdivision on Higginson Ave

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

Thanking you in advance for your patience and for your indulgence - I offer for your perusal a letter which was submitted to the Telegraph Journal letters' editor.

sent with best regards

Sent from my iPhone

Featured letter

2022 September 12 Open Session FINAL_134 Town on wrong track with subdivision

A proposed subdivision on Higginson Dr. in Rothesay represents the thin edge of a most unfortunate wedge, namely Phase One of the Hillside Secondary Plan, which will negatively impact the residents accessing Dunedin and Applebee Drives – all to be revisited during a public meeting on August 15.

In my opinion current infrastructure already fails to meet current guidelines, neighborhood needs and safety concerns. Mayor Nancy Grant, speaking on behalf of council, disagrees and echoes the developer's contention that his proposal aligns with the municipal plan and bylaws, and addresses residents' concerns after many public consultations.

I am not alone in respectful disagreement: Publicly expressed concerns are ignored, while prior assurances from town staff are disregarded, even as the current proposal runs contrary to a 2002 ruling by the Provincial Planning Appeal Board.

Rothesay council maintains that the costs of future infrastructure must be borne by developers alone. Doing so requires the town to cost a plan, such that every developer pays a fair share. This policy poses insurmountable administrative problems moving forward.

Meanwhile, infrastructure costs should not

be borne by developers alone, because infrastructure costs must be then passed upfront to buyers (which greatly inflates prices) even while the town profits in perpetuity, from added infrastructure in the form of increased tax revenue.

Developers understandably want to avoid infrastructure construction as much as possible. As a result, quiet residential streets are being converted into busy traffic thoroughfares, because the least-expensive option is to build no added infrastructure at all.

Reasonable alternatives are too expensive to be borne by developers alone. Instead, the town should assume infrastructure costs (amortized by ratepayers) if for no other reason than the cheapest option is not always the best option.

A huge chasm currently separates the wishes of the electorate and actions of council. Residents actually desire the enhanced infrastructure which should accompany development. Instead, neighbour is pitted against neighbour, and neighborhood against developer.

This is not how local governance is supposed to function. A paradigm shift is urgently needed.

Tom Mueller
Rothesay

LETTERS TO THE EDITOR

2022September12OpenSessionFINAL_135

From: [Mary Jane Banks](#)
To:
Subject: RE: Public Meeting
Date: August 18, 2022 8:50:00 AM

Good morning and thank you for your comments.

Your email will be forwarded to Council for the next Council meeting on Monday, September 12. The agenda will be posted online by end of day Friday, September 9 and can be found on the Town website: <https://www.rothesay.ca/town-hall/agendas/>.

Mary Jane E. Banks, BComm, NACLA II
Town Clerk – Rothesay
Head of the Public Body (RTIPPA)
Director of Administrative Services
70 Hampton Road
Rothesay, NB E2E 5L5

p (506)848-6664

f (506)848-6677

Before printing, please think about the environment. Respectez l'environnement, réfléchissez avant d'imprimer

From:
Sent: Tuesday, August 16, 2022 3:42:45 PM
To: Nancy Grant <NancyGrant@rothesay.ca>
Subject: Public Meeting

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

Mayor and Council Town of Rothesay-I watched the show last night, August 15,2022. What a performance by the "not in my backyard actors", glad to see Ingrid (spelling) show up, her opinion was really needed. Wasted your time, council's time and mine all stories we have all heard before. You and the council did a great job holding the piece in this wild demonstration of people. My vote-go for it. Mr.Malyby is responsible, and we need his type in our town. Please council don't chase him out.

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From: [Mary Jane Banks](#)
To:
Subject: RE: Last night's meeting re: development phase 1 near Horton/Higginson etc...
Date: August 18, 2022 8:47:00 AM

Good morning and thank you for your comments.

Your email will be forwarded to Council for the next Council meeting on Monday, September 12. The agenda will be posted online by end of day Friday, September 9 and can be found on the Town website: <https://www.rothesay.ca/town-hall/agendas/>.

Mary Jane E. Banks, BComm, NACLA II
Town Clerk – Rothesay
Head of the Public Body (RTIPPA)
Director of Administrative Services
70 Hampton Road
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p (506)848-6664
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From:
Sent: Tuesday, August 16, 2022 5:49:58 PM
To: Nancy Grant <NancyGrant@rothesay.ca>
Cc: Matthew Alexander <MatthewAlexander@rothesay.ca>; Tiffany Mackay French <TiffanyMackayFrench@rothesay.ca>; Bill McGuire <BillMcGuire@rothesay.ca>; Dave Brown <davebrown@rothesay.ca>; Helen Boyle <helenboyle@rothesay.ca>; Peter Lewis <PeterLewis@rothesay.ca>; Don Shea <DonShea@rothesay.ca>
Subject: Last night's meeting re: development phase 1 near Horton/Higginson etc...

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You Worship, Deputy Mayor, and Councillors,

Although I did not speak last night, I was in the Hive overflow room, and listened with interest on the presentations, from both the developer and residents. Although I have no wish to restate every resident's opinions and views, I do feel to make some observations and clarifications regarding last night's proceedings. Some of my comments are reflective of how I was interpreting the comments from the developer, Mr Maltby, and others are some clarifications about the status of our street as it relates to safety concerns.

Firstly, the meeting was started with some cautionary words regarding respectful conduct on behalf of those speaking at the meeting, especially as applicable to the residents. I would submit that Mr. Maltby's closing statement to both Council, and those concerned residents, was rude, arrogant, and towards the end, it sounded as if he was ranting at us, the concerned

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residents that wanted to ensure our voices were heard. I certainly would not qualify his remarks as respectful in the least. Although some of the residents may have spoken with passion, I do not feel those approached the level of rudeness Mr. Maltby achieved during his closing statement. I understand his frustration, given his level of investment and effort in this project, however, the way in which he closed the meeting certainly did not endear me towards him, or the project, and many of us in the anteroom were equally offended and unimpressed. I would hope that someone on the council let him know that the manner in which he chose to speak to us in his concluding statement did not sound very respectful; indeed, I would argue his remarks had the hallmark of a bully who is unaccustomed to being questioned.

Secondly, I am not sure if you heard the chuckles of derision and disbelief when the sidewalks were mentioned on our street. There is a sidewalk that extends from the bottom of the intersection of Dunedin and Rothesay Road to the first turn on the right. There is no way that this pedestrian passageway can even be perceived as going even more than a quarter of the way up the hill. Clearly, whoever made that statement had not thoroughly examined our streets before making that claim.

I bring your attention to the fire incidents that occurred about 7 or 8 years ago, where there was an arc electrical fire near the bottom of Dunedin, resulting in at least two homes being destroyed, and one receiving severe damage. The first responder fire trucks blocked the entire bottom of the street, thus creating an additional hazard that no vehicles could get out of this area.

Lastly, has there been an independent Environmental Impact Study performed to determine the anticipated effects of this development on our well-water performed? If so, is there a process by which I can obtain a copy of this report?

Should you need any clarification on my remarks, please do not hesitate to reach out via this email, or via phone at . I look forward to hearing your replies, and thank you for your attention.

Sincerely,

2022September12OpenSessionFINAL_139

From: [Mary Jane Banks](#)
To:
Subject: RE: Housing development at Hillside Trail
Date: August 18, 2022 8:32:00 AM

Good morning and thanks for your emails. The Rothesay Hills subdivision agreement was tabled by Council at its August meeting to allow for residents to be heard at a public meeting.

It will be on the September 12 Council agenda for consideration by Council. All written comments received following the public meeting **until noon** on Wednesday, September 7th will be provided to Council as part of the agenda package. The agenda will be posted by Friday, September 9 end of day at: <https://www.rothesay.ca/town-hall/agendas/> Supporting documentation will be posted by noon on September 12.

The meeting starts at 7:00 pm on September 12 and will be held in the Common Room, Rothesay Town Hall and will also be livestreamed at <https://www.youtube.com/user/RothesayNB>.

MaryJane

Mary Jane E. Banks, BComm, NACLAA II
Town Clerk – Rothesay
Head of the Public Body (RTIPPA)
Director of Administrative Services
70 Hampton Road
Rothesay, NB E2E 5L5

p (506)848-6664

f (506)848-6677

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From:
Sent: August 17, 2022 5:08 PM
To: Mary Jane Banks <MaryJaneBanks@rothesay.ca>
Subject: Re: Housing development at Hillside Trail

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Hi Mary Jane,

I want to make sure that my emails are also being received by town council, including Brian White, if that needs to be a formal request.

Additionally, to my list of concerns below I'll add *safety* for people and especially the kids on the streets where large trucks will need to travel to/fro construction sites. If construction has been approved and is moving ahead, it should be done without negative impact on the current residents, all of whom seem to be quite concerned about the safety aspect of this project.

Thank you.

On Aug 17, 2022, at 12:04 PM,

wrote:

Great to hear there have been years of public consultation. I struggle to see where the residents have had an opportunity to have their concerns alleviated directly by engineers or an Environmental Impact Assessment. I am reading all kinds of similar sentiments to what seem to still be arising from the meeting this week:

From the 2019 report:

By and large, most open house attendees and survey respondents expressed their attachment to the vast open space, scenery and informal trail network in the study area.

Many respondents strongly expressed that the Hillside or portions of it should remain undeveloped open space. In particular, Spyglass Hill was singled out as a prime open space location for its spectacular views and trails.

By and large the largest concern expressed was an increase in traffic on residential streets leading from Rothesay Road into the Study Area. In particular, residents feared that the roads they lived on would become the main access arterials connecting into the Hillside. Streets mentioned included Dunedin, Allison, Renshaw, Appleby, Wiljac, Neil, Beauista and Maiden Lane. Some respondents thought that a new access road parallel to the highway might alleviate that concern. Trails and active transportation connectivity were also repeatedly mentioned as priorities.

Respondents also expressed that development should not have adverse effects (cause flooding, sewer backups, effects on wells) on existing residents.

Environmental issues raised included the impact on the water table for residents on wells, the general hydrology at top of Dunedin & Higginson, the filtration and retention role of wetlands, the protection of steep slopes and the general retention of as much wooded land as possible.

From the impression given by Mr Maltby he has residents "on-side", but it sounds like they have been given a heads-up more than anything. Has there been an official "go" given to the development? I could not tell if there was an action item given to this in the meeting.

Thank you! I am really curious about all of this, and just trying to understand where we

2022September12OpenSessionFINAL_141

are in this process, with concern for environment and our basements & the aesthetics of the town.

On Aug 17, 2022, at 10:26 AM, Mary Jane Banks
<MaryJaneBanks@rothesay.ca> wrote:

Good morning and thank you for your email. I believe the consultation referred to was that undertaken by Rothesay Council in the development (and subsequent adoption) of the Hillside Secondary Plan and Rothesay Municipal Plan.

Open Houses and public meetings were held, with residents encouraged to complete surveys and submit comments. The Town also used an interactive mapping website (coUrbanize) to gather public feedback and comments on the Municipal Plan.

You can find both documents on the Town website:

1. Hillside Secondary Plan - <https://www.rothesay.ca/wp-content/uploads/2018/11/4.2.1-Rothesay-Secondary-Plan-Final-Print1.pdf> (adopted in May 2019) and
2. Rothesay Municipal Plan By-law 1-20 <https://www.rothesay.ca/wp-content/uploads/2021/06/By-law-1-20-Ministers-Approval-Binder1.pdf> (adopted April 2021)

There is a summary of comments included in the Hillside Secondary Plan (p 73).

Mary Jane E. Banks, BComm, NACLAA II
Town Clerk – Rothesay
Head of the Public Body (RTIPPA)
Director of Administrative Services
70 Hampton Road
Rothesay, NB E2E 5L5

p (506)848-6664

f (506)848-6677

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From:

Sent: August 16, 2022 3:18 PM

To: Mary Jane Banks <MaryJaneBanks@rothesay.ca>

Cc:

Subject: Re: Housing development at Hillside Trail

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders. Yes, we were able to hear most of the meeting, thank you. It was difficult to understand whether the development as-is will be moving forward or whether there is a plan to revisit the comments made by the residents who were there, which I agreed with. Mr Maltby seemed to downplay the importance and relevance of the comments by implying there were only a few. I do believe many of those neighbours were speaking on behalf of the community. Would it be helpful to pull together some kind of petition? He also explained that he had consulted and received approval from 100's of residents. Do we have the right to see the list of residents that he consulted with? I ask because, for the most part, I have not spoken to anyone who is aware of the development or who have been made aware of the potential safety and environmental concerns that have been expressed.

Thank you,

On Aug 16, 2022, at 8:32 AM, Mary Jane Banks
<MaryJaneBanks@rothesay.ca> wrote:

Hi

There was an audio issue last evening that was resolved. In case you were not able to view the meeting, here is the recording: https://www.youtube.com/watch?v=eFnPLB_zu7M

MaryJane

Mary Jane E. Banks, BComm, NACLAA II
Town Clerk – Rothesay
Head of the Public Body (RTIPPA)
Director of Administrative Services
70 Hampton Road
Rothesay, NB E2E 5L5

p (506)848-6664

f (506)848-6677

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l'environnement, réfléchissez avant d'imprimer

From:

Sent: August 15, 2022 7:43 PM

To: Mary Jane Banks <MaryJaneBanks@rothesay.ca>

Subject: Re: Housing development at Hillside Trail

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

Hi Mary Jane - I have logged on to YouTube, but there is no audio. My husband tried the link from his phone and he also can't hear audio. We did tests with other Youtube videos and audio works.

I hope you will be able to share this video with audio or run another public meeting.

Thanks.

On Aug 15, 2022, at 10:26 AM, Mary Jane Banks <MaryJaneBanks@rothesay.ca> wrote:

Thank you for your email. It will be provided to Council for consideration at the public meeting scheduled for this evening, to start no sooner than 7:30 p.m.

The meeting will be livestreamed at: <https://www.youtube.com/watch?v=jJkOL5wuwyw>

Mary Jane E. Banks, BComm, NACLAA II
Town Clerk – Rothesay
Head of the Public Body (RTIPPA)
Director of Administrative Services
70 Hampton Road
Rothesay, NB E2E 5L5

p (506)848-6664

f (506)848-6677

Before printing, please think about the environment. Respectez l'environnement, réfléchissez avant d'imprimer

2022September12OpenSessionFINAL_144

From: Tiffany Mackay French
<TiffanyMackayFrench@rothesay.ca>
Sent: August 13, 2022 10:35 AM
To: Council 2021 Email Distribution
<council2021@rothesay.ca>; John Jarvie
<JohnJarvie@rothesay.ca>; Mary Jane Banks
<MaryJaneBanks@rothesay.ca>
Subject: Fwd: Housing development at Hillside Trail

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From:
Sent: Saturday, August 13, 2022 9:10:30 AM
To: Tiffany Mackay French
<TiffanyMackayFrench@rothesay.ca>
Cc:
Subject: Housing development at Hillside Trail

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

Hi Tiffany.

The development around hillside trail has recently come to my attention. It seems like an epic project. I'm curious about it, with a few concerns.

It looks to be approved, and wondered if I would have received a notice in the mailbox at my house (94 Gibbon) or an email about it as it was being discussed. Would that be protocol? I'd be surprised not to have an opportunity to go to a town-hall or a virtual meeting to hear about such a large project that will affect the town significantly. Regardless, will there be an opportunity for the community to have a say in the development in terms of design, integration with natural environment, materials to be used? I'd like to assume Rothesay would have people being careful and protecting the aesthetics of the town and the land. But I'd

2022September12OpenSessionFINAL_145

love to hear more. If done with real attention to design detail, it could be a coveted area for many. If it's a cookie cutter subdivision maybe not so desirable.

I am also wondering WHY the development is in the works? I saw in the plan population is going down - if true is there already an inventory of houses? I thought COVID brought +++ people to the area. Has there been a recent census? What is the goal for population growth in Rothesay in terms of numbers, and why?

I am somewhat (from a lay persons POV) concerned for the impact to the environment and also how the large number of homes will affect water runoff coming down the streets. I imagine much of the heavy rains are absorbed in the land up there. Do you have an engineer who can speak to this? Rothesay road seems to have an almost permanent run of water streaming out of pipes from the hill. Will losing the land to absorb the rains cause all of our basements to flood? Water irrigation must be part of the plan - can we see?

I hope the community will still have access to hillside trail and the area around Spy Glass Hill. There must be a way to build beautiful coveted homes and integrate them in to the trail system. It could be a community like no other. We have so many opportunities in NB to pilot some very exciting ideas - I hope this can be one of those opportunities. Geo thermal heating? Smart houses? Small spaces with big impact. Beautiful architectural designs that speak to the land they sit in? Something cool and unique that will be talked about across the globe as a new smarter way to live..why not right?

I realize I am a "summer resident" now, but I love the town and we spend time in the trails. I am also witness to the heavy rains and how the

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water flows here. I'm a supporter of thoughtful approaches to housing, including the tiered approach suggested in your document which may provide more affordable homes to younger people and families if they decide Rothesay is where they want to live. I do hope that the town will decide to do something intelligent and innovative here, to attract people interested in the preservation of the environment and to future proof the town's beauty and avoid having it evolve in to a typical suburban outskirt.

Not sure where to go from here, but needed to air my thoughts!

<~WRD0000.jpg>

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 (506-848-6664)

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2022September12OpenSessionFINAL_148

From: [Mary Jane Banks](#)
To:
Subject: RE: Horton Road Subdivision and Hillside Trail
Date: August 18, 2022 8:35:00 AM

Good morning and thank you for your comments.

Your email will be forwarded to Council for the next Council meeting on Monday, September 12. The agenda will be posted online by end of day Friday, September 9 and can be found on the Town website: <https://www.rothesay.ca/town-hall/agendas/>

Mary Jane E. Banks, BComm, NACLAA II
Town Clerk – Rothesay
Head of the Public Body (RTIPPA)
Director of Administrative Services
70 Hampton Road
Rothesay, NB E2E 5L5

p (506)848-6664

f (506)848-6677

Before printing, please think about the environment. Respectez l'environnement, réfléchissez avant d'imprimer

From:
Sent: August 17, 2022 5:17 PM
To: Rothesay Info <rothesay@rothesay.ca>
Subject: Horton Road Subdivision and Hillside Trail

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

To be shared with the mayor and council concerning the new subdivision proposal for the Horton Road area.

I read with concerned interest the suggestion from Rothesay's planning advisory committee on using the Hillside Trail for construction vehicles, Rothesay already lacks a safe multi-use trail system for cycling, running and walking connecting neighborhoods to each other and losing this trail should never be considered for this sort of activity.

Connecting trails from area to area should be part of every development project in the town and development of more of these trails should be a priority, all one has to do is look at the wonderful trail system that Fredericton has developed which connects their downtown with the Northside and many other communities, it's a shame we in the Saint John and Valley areas have to travel to another city to use a safe trail system like that.

Thank you,

Liz Hazlett

From: Liz Hazlett
Sent: Wednesday, September 7, 2022 3:27 PM
To: Liz Hazlett
Subject: FW: Regarding phase 1 Rothesay Hills development
Attachments: letter to Council August 25 2022 (1).docx

Begin forwarded message:

From:
Date: September 5, 2022 at 5:50:32 PM ADT
To: nancygrant@rothesay.ca, mattalexander@rothesay.ca, tiffanymackayfrench@rothesay.ca, billmcguire@rothesay.ca, davebrown@rothesay.ca, helenboyle@rothesay.ca, peterlewis@rothesay.ca, donshea@rothesay.ca
Subject: Regarding phase 1 Rothesay Hills development

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

Mayor Grant and Rothesay Town Councillors,

Having learned with dismay of the proposed development at Higginson Drive and having attended the Council meeting on August 15th, 2022, we wish to express our alignment with the concerns of many residents before us about the manner in which such development may be allowed to proceed. These concerns include threat to public safety through increased traffic along thoroughfare which is inadequate to support the current residential needs (e.g., Horton, Dunedin, Appleby); notably, these streets present such treacherous conditions that school buses aren't even able to traverse them in order to pick up children for school.

In addition to concerns about roads, we also take exception to the inevitable burden on current inadequate infrastructure, which, per Tom Mueller in his letter to Council earlier this summer, "already fails to meet current guidelines, neighborhood needs, and safety concerns". We respectfully share Mr. Mueller's informed assessment in this regard. In terms of potential impacts to stormwater management, drainage, water resources and other environmental impacts as associated with the construction of and existence of the proposed new subdivision, refer to the address made by Mr. Mueller on the evening of August 15, 2022.

In our understanding, the issue of how new residential development should be supported has been publicly debated for more than two decades and it was determined that for the location of the two Phase 1 developments in question, *the completed municipal plan accounts for safety and infrastructure concerns only if the collector road and adjoining roads are in place prior to that construction.*

Ms. Catherine Chiasson (Aug. 12, 2022) rightly states that nothing has been changed on the current residential roads to mitigate traffic problems. Ms. Ingrid Warning also spoke about her observations on how dangerous the hairpin turns, steep grade and narrow width of Appleby Drive can be for large commercial vehicles and the resultant chaos, traffic disruption and danger associated when drivers try to tackle this road. Not to mention the total lack of sidewalks. One can only conclude that the traffic and safety issues will just compound given the traffic volume which would show an increase of heavy

equipment during construction by a minimum of 20 years, and it would present a near doubling in regular vehicular traffic once the subdivision is built, according to figures provided at the Aug. 15, 2022 Town Council meeting, which we expect may be conservative estimates.

Based on this information and the point of view shared by us and other current taxpayers/residents in the area, we implore Council to ensure that *no new development occurs until the Municipal Plan's collector road and adjoining roads are built so that development can be conducted on roads that are built to code* and do not further threaten the safety of current residents. Again, as pointed out by and others, the Hillside Secondary Plan depicts a solution to provide additional roads out of this area and away from the steep, winding and at times hazardous Horton, Dunedin and Appleby Roads and their sidestreets. If such a solution exists and the town itself has a plan in hand to mitigate the established potential negative impacts of the development, Council needs to heed the serious concerns of its residents and construct necessary alternate roads before any residential development to ensure a safe solution that accounts for both the needs of current and future residents.

Sincerely,

93 Appleby Drive, Rothesay, NB

August 25, 2022

Mayor Grant and Rothesay Town Councillors,

Having learned with dismay of the proposed development at Higginson Drive and having attended the Council meeting on August 15th, 2022, we wish to express our alignment with the concerns of many residents before us about the manner in which such development may be allowed to proceed. These concerns include threat to public safety through increased traffic along thoroughfare which is inadequate to support the current residential needs (e.g., Horton, Dunedin, Appleby); notably, these streets present such treacherous conditions that school buses aren't even able to traverse them in order to pick up children for school.

In addition to concerns about roads, we also take exception to the inevitable burden on current inadequate infrastructure, which, per Tom Mueller in his letter to Council earlier this summer, "already fails to meet current guidelines, neighborhood needs, and safety concerns". We respectfully share Mr. Mueller's informed assessment in this regard. In terms of potential impacts to storm water management, drainage, water resources and other environmental impacts as associated with the construction of and existence of the proposed new subdivision, we refer you to the full address made by Mr. Mueller on the evening of August 15, 2022.

In our understanding, the issue of how new residential development should be supported has been publicly debated for more than two decades and it was determined that for the location of the two Phase 1 developments in question, *the completed municipal plan accounts for safety and infrastructure concerns only if the collector road and adjoining roads are in place prior to that construction.*

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Based on this information and the point of view shared by us and other current taxpayers/residents in the area, we implore Council to ensure that *no new development occurs until the Municipal Plan's collector road and adjoining roads are built so that development can be conducted on roads that are built to code and do not further threaten the safety of current residents.* Again, as pointed out by _____ and others, the Hillside Secondary Plan depicts a solution to provide additional roads out of this area and away from the steep, winding and at times hazardous Horton, Dunedin and Appleby Roads and their sidestreets. If such a solution exists and the town itself has a plan in hand to mitigate the established potential negative impacts of the development, Council needs to heed the serious concerns of its residents and construct necessary alternate roads before any residential development to ensure a safe solution that accounts for both the needs of current and future residents.

Sincerely,

93 Appleby Drive, Rothesay, NB

Liz Hazlett

From: Liz Hazlett
Sent: Wednesday, September 7, 2022 3:26 PM
To: Liz Hazlett
Subject: FW: HILLSIDE DEVELOPMENT - Town of Rothesay Meeting - September 12, 2022
Attachments: Dear Mayor Grant and Town of Rothesay Council.docx

From:
Sent: Wednesday, September 7, 2022 1:17:10 PM
To: Nancy Grant <NancyGrant@rothesay.ca>; Matthew Alexander <MatthewAlexander@rothesay.ca>; Tiffany Mackay French <TiffanyMackayFrench@rothesay.ca>; Bill McGuire <BillMcGuire@rothesay.ca>; Dave Brown <davebrown@rothesay.ca>; Helen Boyle <helenboyle@rothesay.ca>; Peter Lewis <PeterLewis@rothesay.ca>; Don Shea <DonShea@rothesay.ca>
Cc: Brian White <BrianWhite@rothesay.ca>
Subject: HILLSIDE DEVELOPMENT - Town of Rothesay Meeting - September 12, 2022

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I attended the previous meeting on August 15th. Unfortunately, I am unable to attend the September 12th meeting in person or online because of an out-of-town conflict.

The letter I submitted was rejected as it arrived a half hour after the midday deadline. (I thought the deadline was 5 pm.) While ignorance is a poor excuse, I am pleading to have someone enter my submission into the record. I will do my utmost to have an attendee read it on my behalf at the meeting, if in fact, it remains rejected.

I have attached the letter for your convenience, as well as posting it below.

68 Riverside Drive
Rothesay, NB, E2H 1T9

Dear Mayor Grant and Town of Rothesay Council,

Apologies for the haste in which this is written. I was unaware of today's deadline for submissions until minutes ago.

I would like to go on record with my concerns about the development plans in the Horton/Higginson/Appleby/Riverside area.

1. Safety – in the past, traffic has been re-routed down Appleby as a result of construction on Dunedin and Horton. My observation was that the amount of traffic itself was dramatically increased, and that the speed

with which the traffic flew down our steep hill was to install speed bumps, stop signs, or flashing radar screens, I fear for the safety of pedestrians and vehicular traffic.

2. Drainage – in recent years, the town has approved construction (access road on an easement, oversized garage) that have destroyed the excellent drainage on our hill. As a result, much of my yard was washed away and the hill on my ravine collapsed due to water saturation. Further, my neighbour’s perfect-for-decades brick driveway heaved, and their pool wall collapsed. I could go on. The town engineer advised me to sue the builders or alternatively, spend the money it would cost me to get a lawyer to shore up my property. The bill to put in a sewer basin, a new sewer pipe, and a French drain to redirect the water cost me \$35,000. Interestingly, the work was inspected regularly. Where were the inspectors when the drainage on the hill was being destroyed?

I cannot support this development project unless the Town satisfactory addresses the known risks to the safety of the existing people and properties affected. Further, I would hate to see the Town sued for negligence in the face of foreseeable damage.

Sincerely,

68 Riverside Drive, Rothesay, NB

Dear Mayor Grant and Town of Rothesay Council,

Apologies for the haste in which this is written. I was unaware of today's deadline for submissions until minutes ago.

I would like to go on record with my concerns about the development plans in the Horton/Higginson/Appleby/Riverside area.

1. Safety – in the past, traffic has been re-routed down Appleby as a result of construction on Dunedin and Horton. My observation was that the amount of traffic itself was dramatically increased, and that the speed with which the traffic flew down our very steep hill was terrifying. Without speed bumps, stop signs, or flashing radar screens, I fear for the safety of pedestrians and vehicular traffic.
2. Drainage – in recent years, the town has approved construction (access road on an easement, oversized garage) that have destroyed the excellent drainage on our hill. As a result, much of my yard was washed away and the hill on my ravine collapsed due to water saturation. Further, my neighbour's perfect-for-decades brick driveway heaved, and their pool wall collapsed. I could go on. The town engineer advised me to sue the builders or alternatively, spend the money it would cost me to get a lawyer to shore up my property. The bill to put in a sewer basin, a new sewer pipe, and a French drain to redirect the water cost me \$35,000. Interestingly, the work was inspected regularly. Where were the inspectors when the drainage on the hill was being destroyed?

I cannot support this development project unless the Town satisfactory addresses the known risks to the safety of the existing people and properties affected. Further, I would hate to see the Town sued for negligence in the face of foreseeable damage.

Sincerely,

68 Riverside Drive, Rothesay, NB

Liz Hazlett

From: Liz Hazlett
Sent: Wednesday, September 7, 2022 3:28 PM
To: Liz Hazlett
Subject: FW: Sept 12 Meeting - Rothesay Hills Development Plan

From:
Sent: September 7, 2022 12:00 PM
To: Brian White <BrianWhite@rothesay.ca>; Bill McGuire <BillMcGuire@rothesay.ca>; Rothesay Info <rothesay@rothesay.ca>; Nancy Grant <NancyGrant@rothesay.ca>; Tiffany Mackay French <TiffanyMackayFrench@rothesay.ca>; Helen Boyle <helenboyle@rothesay.ca>; Peter Lewis <PeterLewis@rothesay.ca>; Don Shea <DonShea@rothesay.ca>; Matthew Alexander <MatthewAlexander@rothesay.ca>; Mary Jane Banks <MaryJaneBanks@rothesay.ca>
Subject: Sept 12 Meeting - Rothesay Hills Development Plan

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Dear Council Members and Mayor,

I am a resident of Riverside Drive and I am concerned about the extent of the proposed hillside south development plan (particularly with the later proposed phases but including Phase I). At the August 15th meeting regarding this plan, many of my neighbours voiced valid concerns about this development, particularly as it relates to traffic and safety. I agree with these concerns, and having grown up on this hill I can confirm that walking up the hill after school was never particularly safe and would be substantially less safe during and after the multi-phase multi-year development (it's worth noting the grade at the base of the incline at Riverside Dr exceeds 27%). However, I would like to highlight some of the other substantial concerns that were not discussed due to time constraints. These concerns are to some degree interconnected and relate to the environment, the state of recreation space in Rothesay, and water, although before that I'd like to briefly unpack the nature of the supposed benefits to residents.

The Beneficiaries:

Upon reviewing material on the proposed plans (and the town's wider Hillside vision in general) I noted that the development is repeatedly framed as beneficial to nearby residents without actually unpacking why this is the case. The only reason ever held up is expanding the tax base. Regardless of any additional concerns, this is not an especially compelling benefit in the face of a long noisy construction project that fills in the nearest forested wetland with more houses. This supposed benefit is even less compelling in the face of a growing body of evidence suggesting that low-density suburban development is often a long-term net revenue sink for the towns that authorize them regardless of whether the developer fronted the cost. The cost of infrastructure maintenance in the long-term often exceeds the sum gained via additional taxpayers at low density, especially on forbidding terrain such as this, thus negating any short term fiscal benefits. One analysis funded by the City of Ottawa found that "it now costs the City of Ottawa \$465 per person each year to serve new low-density homes built on undeveloped land, over and above what it receives from property taxes and water bills". [1] So the fact remains that projects like these are often not self-funding, and while my sympathies are with those opposed to the larger apartment complex constructions closer to Quispamsis, those are by comparison much more in-line with financially sustainable urban development. [2]

The general attitude that I have seen among residents towards the project seems to range from strong opposition in the area affected to a lack of awareness that the plan existed elsewhere. Given that residents in the area are generally so strongly opposed to this series of plans, I think it's important to ask who this plan is actually for? The beneficiaries of filling in every last inch of greenspace in Rothesay are developers and hypothetical future residents and the latter

group's enthusiasm for further development begins and opens a session by the house. There is little reason why the average current resident would want this. If the plan being out of step with contemporary trends in urban planning is not on its own very convincing, the question I would ask council to consider is whether it's wise to approve a plan that's unpopular with existing residents. The issues I previously highlighted are detailed as follows:

1. Environment - This plan involves filling in forested wetland directly adjacent to a provincially protected wetland. These phases when fully realized will clear land right up to the 30m boundary defined by law as protected from development. I do not believe this is in keeping with the spirit of the laws protecting wetlands in New Brunswick as filling in the woods surrounding a small wetland bounded on the other side by a highway is essentially dooming the protected wetland to destruction. Indeed the area highlighted is larger than the protected portion of the wetland itself. As someone familiar with the area in question, I can confidently state that the area at the top of the hill slated for deforestation is marshy terrain and is inextricably linked to and a part of the protected wetland. On these grounds alone much of the Hillside South development plans should be permanently halted by the province. The area is also home to a great deal of wildlife, including protected "at-risk" species, particularly migratory birds but also including habitat for bald eagles, northern goshawk and various amphibians. Federal law does outline provisions mandating for the protection of these species, and their presence can be documented if necessary. A great deal of negative press is being generated in the HRM for similar efforts to destroy the area around Eisner Cove, although in our case we'd be doing so to house a substantially smaller number of people.
2. Recreation / Trail Space - A fact that often goes unacknowledged by the Town of Rothesay is that the vast majority of quality park and trail space is informal and that existing formal park space is inadequate to meet the needs of this town's 11,000+ residents. Instead, informal spaces like spyglass hill and the top of Hillside South serve to pick up the slack. It would be rare to walk in these areas without seeing multiple people hiking or walking their dogs. The Town should be applauded for formalizing some of this space in the form of the Hillside trail, however the decision to use it as a path to transport and store heavy machinery for at least four years represents an undue burden on residents wishing to make use of this recreation space. Removal of the informal trails and blockage of the hillside trail is going to cause overflow in Rothesay's formal park space and expose the underlying inadequacies of existing park infrastructure, and this will cost money. As it stands now the Town is enjoying the benefit of unmaintained low/no cost park space, and should make efforts to show restraint in not developing its largest continuous forest much as Saint John has with Rockwood Park, rather than confining recreation space to small pockets of bulldozed greenspace. I would also suggest that formalization and improvement of the entire Hillside area as a low maintenance public park would much better serve the community than a few more low density suburban houses.
3. Water Concerns - Living on a hill it is fairly obvious that drainage is a major issue and even comparatively minor changes to the landscape uphill (e.g. outbuilding construction and tree removal) have had massive costly effects downhill due to water courses changing. As was pointed out in the last meeting, the area to be removed is a forested drainage point for a wetland that is absorbing a great deal of water running down the hill. The notion that all of the wetland is simply draining towards the highway rather than running down the hill is incorrect, particularly because the forest around the wetland is itself a wetland, on a hill, running towards the river. Gravity dictates the course that this water will take. One property owner causing water damage to another home downhill may not reach litigation simply because efforts taken to recoup the money are not worth it, however if it were the case that many properties are damaged or have their well-water quality degraded by a larger series of developments that did not adequately assess the risk, then the calculations may be different. Efforts need to be taken to adequately assess and prepare for drainage issues.

Regards,

Riverside Drive

Citations:

[1] - "Suburban expansion costs increase to \$465 per person per year in Ottawa" CBC News, Sept 29 2021. <https://www.cbc.ca/news/canada/ottawa/urban-expansion-costs-menard-memo-1.6193429>

[2] - "The Fiscal Impacts of Urban Sprawl: Evidence From U.S. County Areas", <https://onlinelibrary.wiley.com/doi/10.1111/pbaf.12239>



ROTHESAY MEMORANDUM



TO : Mayor and Council
FROM : Town Clerk Mary Jane Banks
DATE : 31 August 2022
RE : Highland Avenue/Hillcrest Drive Rezoning
PIDs 00444885, 00444877, 30346308, 30187629

RECOMMENDATION:

- Council give 2nd Reading by Title, to By-law 2-10-31
- Council give Reading in its Entirety, to By-law 2-10-31
- Council give 3rd Reading by Title and Enactment to By-law 2-10-31
- Council authorize the Mayor and Clerk to enter into an agreement, as amended, to allow for the development a 41-unit apartment building and 2 single family homes at Highland Avenue and Hillcrest Drive (PIDs 00444885, 00444877, 30346308, 30187629).

BACKGROUND:

Council passed the following motions at its regular meeting on Monday, August 8, 2022:

MOVED by Counc. Lewis and seconded by Counc. Boyle Council hereby gives First Reading by Title to By-law 2-10-31 to rezone land off Highland Avenue and Hillcrest Drive (PIDs 00444885, 00444877, 30346308, 30187629) from the R1A zone to the [R4] Multi-Unit Residential Zone subject to the execution of a Development Agreement.

MOVED by Counc. Lewis and seconded by Counc. McGuire Council hereby directs Staff to prepare a revised development agreement to include the revised architectural design and site plan

Attachments:

DRAFT By-law 2-10-31
August 26, 2022 Memorandum from B. White, MCIP RPP Director of Planning and
Development Services
DRAFT Revised Development Agreement



**BY-LAW 2-10-31
A BY-LAW TO AMEND THE ZONING BY-LAW
(No.2-10 Rothesay)**

The Council of the town of Rothesay, under authority vested in it by the Community Planning Act, and amendments thereto, hereby amends By-Law 2-10 “Rothesay Zoning By-law” and enacts as follows:

That Schedule A, entitled “Zoning” as attached to By-Law 2-10 “ROTHESAY ZONING BY-LAW” is hereby amended, as identified on the attached sketch, identified as Attachment “2-10-31”.

The purpose of the amendment is to rezone land off Highland Avenue and Hillcrest Drive from Single Family Residential – Large Serviced Zone [R1a] to the Multi-Unit Residential Zone [R4] subject to the execution of a Development Agreement to allow a 41-unit apartment building and 2 single family homes at Highland Avenue and Hillcrest Drive (PIDs 00444885, 00444877, 30346308, 30187629) in accordance with the Community Planning Act, supra.

FIRST READING BY TITLE : 8 August 2022
SECOND READING BY TITLE :
READ IN ENTIRETY :
THIRD READING BY TITLE
AND ENACTED :

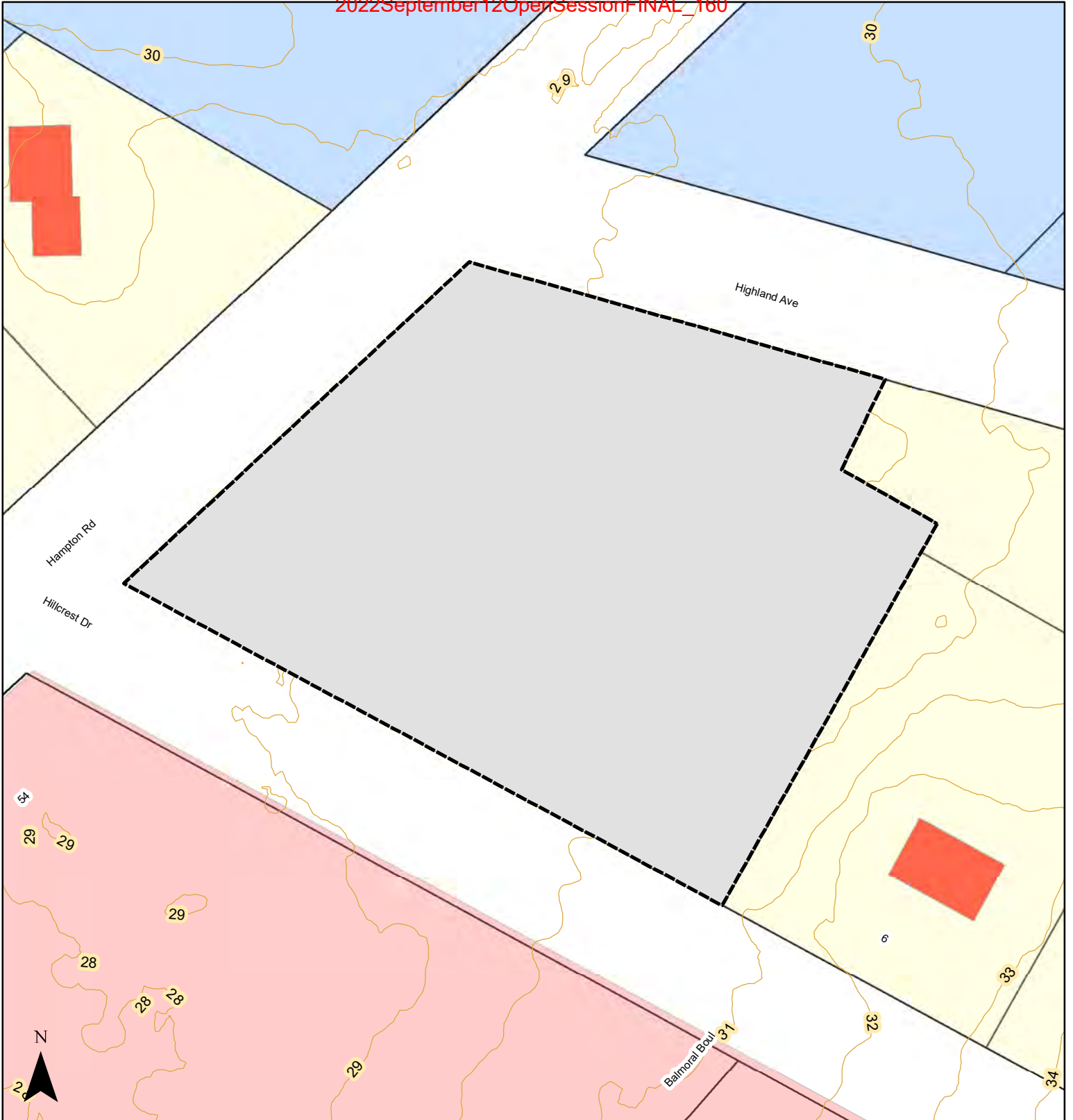
MAYOR

CLERK

Attachment - Bylaw 2-10-31

PIDs 00444877, 30346308, 30187629, 00444885

2022 September 12 Open Session FINAL_160



2022-02-18, 11:10:02 AM

Property Boundary

 Property Boundary

Buildings

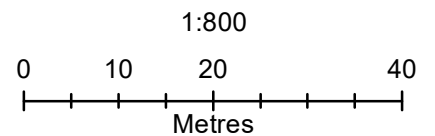
 Residential

Zoning

 INSma

 R1A

 R4





70 Hampton Road
Rothesay, NB
E2E 5L5 Canada

Rothesay Council
September 12, 2022

TO: Mary Jane Banks, Town Clerk

SUBMITTED BY:

Brian White, Director of Planning and Development Services

DATE: 26 August 2022

SUBJECT: Revised Development Agreement – Highland-Hillcrest

RECOMMENDATION REPORT

RECOMMENDATION

Council authorize the Mayor and Clerk to enter into an agreement, as amended, to allow for the development a 41-unit apartment building and 2 single family homes at Highland Avenue and Hillcrest Drive (PIDs 00444885, 00444877, 30346308, 30187629).

ORIGIN

At the regular meeting of August 8th, 2022 Rothesay Council passed a motion directing Staff to prepare a revised development agreement to include the revised architectural design and site plans.

AMENDED AGREEMENT

As requested by Council the developer did supply a revised plans to Staff. Subsequently the revised plans have replaced Schedules B to E in the Draft development agreement as attached.

ATTACHMENTS

Attachment A – Revised Development Agreement

Rothesay

DEVELOPMENT AGREEMENT

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

Parcel Identifier of Parcel Burdened by Agreement: 00444885, 00444877, 30346308, 30187629
(to be consolidated)

Owner of Land Parcels: **Bespoke Suites Inc.**
76 Highland Avenue
Rothesay, New Brunswick
E2E 5N9 (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 Local Governance Act, RSNB 2017, Chapter 18, located in the County of Kings and Province of New Brunswick

WHEREAS the Developer is the registered owner of certain lands located off Hillcrest Drive and Highland Avenue (PIDs 00444885, 00444877, 30346308, 30187629) 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 forty-one (41) unit Multi-Unit Residential building with underground parking on the Lands as described in Schedules B through D. (herein after called the "Project")

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

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

1. The Developer agrees that the number of residential units situated on the Lands shall not exceed forty-one (41) Multi-Unit Residential Units and two (2) single-family homes.

Schedules

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

Site Development

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

opinion of the Development Officer, is generally in conformance with Schedules B, C, D and E.

Housing Allocation

5. The Town and the Developer agree that prior to Occupancy the parties SHALL enter into a Memorandum of Understanding (MOU) regarding the preference for residents of the Affordable Housing Units and Universal Design Barrier-Free 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 for 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.

Net Zero Units

6. The Developer agrees to size, engineer, and develop four (4) planned occupied Net Zero units in compliance with the EnerGuide rating system or an equivalent rating system for units in a multi-unit residential building by the Canadian Home Builders Association, NB Power, or recognized program of Natural Resources of Canada.
7. The Developer agrees that the Net Zero units cannot be an Affordable Housing Unit or a Universal Design Barrier-Free Unit.

Affordable Housing Units

8. 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 six (6) affordable rental housing units. The affordable housing units are to be 2 (two) bedroom units constructed with similar finishes for flooring, trim, bathrooms, paint and kitchen cabinets as the market rate housing units, with a Base Monthly Rental Rate at or below 30% of the Median Total Income of Lone-Parent economic families in the published 2015 Statistic Canada data, being \$53,376, in Rothesay. Alternatively, if the two existing single-family homes are to be affordable, the rent will be established at 10% below market rent established by a qualified appraiser.
9. The Developer further agrees that once the base rents for the Affordable Housing Units are established in the first year of occupancy, they shall only be raised by a maximum of the Consumer Price Index (CPI), annual average not seasonally adjusted for Saint John, N.B.
10. 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
11. The Developer agrees to bear all costs associated with the annual audit or legal affidavit referenced in the preceding paragraph (10) above and to fully cooperate with Rothesay relating to such audit monitoring and evaluation
12. 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 (9 to 11) or any other violation of any material term of the affordability principles shall constitute a default under this Agreement.
13. 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 10. The Developer agrees to pay interest on any

balance in arrears at the rate of 1.25% percent per month compounded monthly.

14. Rothesay and the Developer agree to defer monitoring of the affordable housing aspects of this Agreement should the development become subject to or be monitored under a Federal or Provincial recognized affordable housing program that provides governance, regulation, and monitoring. For clarity, this includes CMHC financing that supports affordable housing. Where no such program is in effect, this agreement shall prevail.
15. Rothesay and the Developer agree that nothing contained in this agreement shall make or be construed to make any tenant or resident of the Project the responsibility of Rothesay.

Universal Design Barrier-Free Units

16. The Developer agrees to construct two (2) Universal Design Barrier Free units utilizing Universal Design principles to achieve an accessible barrier-free standard to the satisfaction of the Development Officer in consultation with the Town's Building Inspector.
17. The Developer agrees that the building occupancy permit shall not be granted by Rothesay until the requirements set out in the preceding paragraph above (16) are substantially completed and approved by Rothesay.

Architectural Guidelines

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

Storm Water

19. The Developer shall carry out, subject to inspection and approval by Town representatives, the installation of a storm water system as per Schedule E of this agreement. The Developer agrees to accept responsibility for all costs associated such installation including the following:
 - a. Construction, to Town standards, of a storm water system including pipes, fittings, precast sections for manholes and catch basins capable of removing surface water from the entire developed portion of the lands to a predetermined location selected by the Developer's Engineer and approved by the Town Engineer,
 - b. topsoil and hydro-seeding of shoulders of roadways.
20. The Developer agrees to submit for approval by the Town, prior to commencing any work on the storm water system such plans, as required by the Town, that shall conform with the design schematics and construction standards of the Town, unless otherwise acceptable to the Town Engineer.
21. 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.

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

Water Supply

23. The Developer agrees to connect to the Town's nearest and existing water system at a point to be determined by the Town Engineer and utilizing methods of connection approved by the Town Engineer.
24. The Town agrees to supply potable water for the purposes and for those purposes only for a maximum of forty-three (43) residential dwellings and for minor and accessory purposes incidental thereto and for no other purposes whatsoever.
25. The Developer agrees to pay the Town a fee for connection of the building to the Town water system including sprinkler feed to the Town water system calculated in the manner set out in By-law 1-18, Rothesay Water By-law as amended from time to time, to be paid to the Town twelve (12) months following the issuance of the building permit.
26. 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.
27. The Developer agrees that all connections to the Town water mains shall be approved and inspected by the Town Engineer or such other person as is designated by the Town prior to backfilling and that the operation of water system valves is the sole responsibility of the Town.
28. The Developer agrees to comply with the Town's Water By-law and furthermore that a separate water meter shall be installed, at their expense, for each residential connection made to the Town's water system.
29. 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.
30. The Developer agrees to provide, prior to the occupation of any buildings or portions thereof, written certification of a Professional Engineer, licensed to practice in New Brunswick that the connection of service laterals and the connection to the existing Town water system have been satisfactorily completed and constructed in accordance with the Town specifications.

Sanitary Sewer

31. The Developer agrees to connect to the existing sanitary sewer system at a point to be determined by the Town Engineer and utilizing methods of connection approved by the Town Engineer.
32. The Developer agrees to pay the Town a fee for connection to the Town sewer system calculated in the manner set out in By-law 1-15 Rothesay Sewage By-law, as amended from time to time, to be paid to the Town twelve (12) months following the issuance of the building permit.
33. 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.

34. 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.
35. The Developer agrees that all connections to the Town sanitary sewer system shall be supervised by the Developer's engineer and inspected by the Town Engineer or such other person as is designated by the Town prior to backfilling and shall occur at the sole expense of the Developer.

Retaining Walls

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

Indemnification

38. 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

39. 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 **Bespoke Suites Inc.**, 76 Highland Ave, Rothesay NB, E2E 5N9 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. 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

41. The Town reserves the right and the Developer agrees that the Town has the right to terminate this Agreement without compensation to the Developer if the specific proposal has not commenced construction on or before **INSERT DATE** being a date 5 years (60 months) from the date of Council's decision to enter into this Agreement. Accordingly, the Agreement shall have no further force or effect and henceforth the

development of the Lands shall conform to the provisions of the Rothesay Zoning By-law.

42. Notwithstanding paragraph 41, the Parties agree that the development shall be deemed to have commenced if within a period of not less than three (3) months prior to **INSERT DATE** the construction of the municipal service infrastructure has begun and that such construction is deemed by the Development Officer in consultation with the Town Engineer as being continued through to completion as continuously and expeditiously as deemed reasonable.
43. 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

44. 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.
45. Notwithstanding Schedule D and E of this Agreement, the Town agrees that the Occupancy Permit may be issued provided the Developer supplies a security deposit in the amount of one hundred twenty percent (120%) of the estimated cost to complete the required storm water management and landscaping. The security deposit shall comply with the following conditions:
- a. security in the form of an automatically renewing, irrevocable letter of credit issued by a chartered bank dispensed to and in favour of Rothesay;
 - b. Rothesay may use the security to complete the work as set out in Schedule D and E of this Agreement including landscaping or storm water works not completed within a period not exceeding six (6) months from the date of issuance of the Occupancy Permit;
 - c. all costs exceeding the security necessary to complete the work as set out in Schedule D and E this Agreement shall be reimbursed to Rothesay; and
 - d. any unused portion of the security shall be returned to the Developer upon certification that the work has been completed and acceptable to the Development Officer.

Failure to Comply

46. The Developer agrees that after sixty (60) days written notice by the Town regarding the failure of the Developer to observe or perform any covenant or condition of this Agreement, then in each such case:
- (a) The Town shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defense based upon the allegation that damages would be an adequate remedy;
 - (b) The Town may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry

onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on the Lands and be shown on any tax certificate issued under the Assessment Act;

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

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

Entire Agreement

47. 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

48. 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

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

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

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

Witness:

Bespoke Suites Inc.

Luke Moffett, Director

Sean Hall, Director

Witness:

Rothesay:

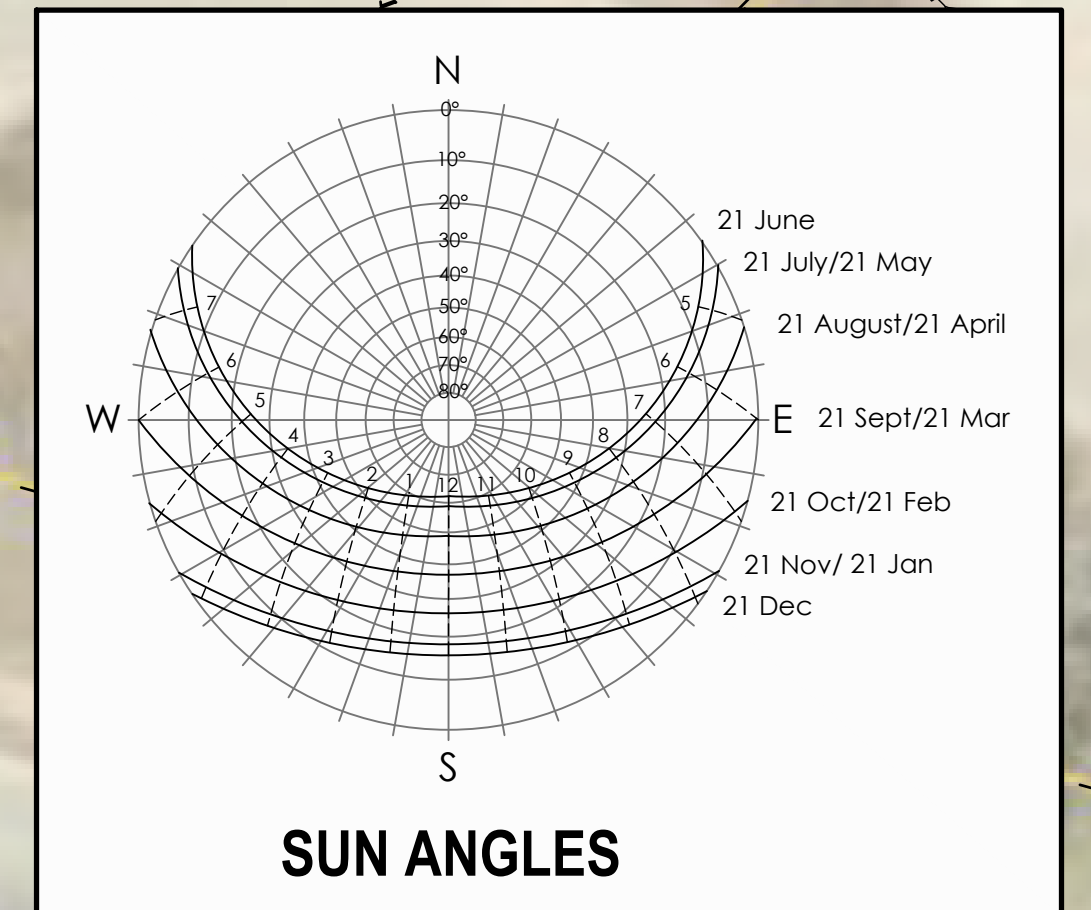
Nancy E. Grant, Mayor

Mary Jane E. Banks, Clerk

SCHEDULE A

**PID: | 00444885, 00444877, 30346308, 30187629
(TO BE CONSOLIDATED)**

HILLCREST HIGHLAND 41 UNIT APARTMENT BUILDING ROTHERSAY, NEW BRUNSWICK



PID: 00444877

NOTE: PROPERTY BOUNDARY OBTAINED FROM SERVICE NEW BRUNSWICK'S GEONB MAP VIEWER WEBSITE AND ARE APPROXIMATE ONLY. ALL MEASUREMENTS TO BE CONFIRMED ON SITE PRIOR TO COMMENCING WORK. ALL BUILDING SETBACKS TO ADHERE TO TOWN OF ROTHERSAY ZONING BYLAWS.

Polyline Designs Inc.
BUILDING AND SITE DESIGN SERVICES

MONCTON OFFICE
506.850.3630
melissa@polylinedesigns.ca
WWW.POLYLINEDESIGNS.CA

SUSSEX OFFICE
506.434.1157
kelly@polylinedesigns.ca

1 SITE PLAN
SCALE: 1:250

L-1
REV 0

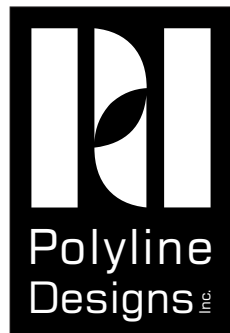


**PRELIMINARY
ONLY**

AUGUST 24, 2022

**FRONT ELEVATION
(HIGHLAND AVE)**

- PROPOSED MATERIALS (ALL NON-VINYL):
- M1 - STONE VENEER
 - M2 - FIBRE CEMENT LAP SIDING (DARK GREY)
 - M3 - FIBRE CEMENT LAP SIDING (LIGHT GREY)
 - M4 - FIBRE CEMENT LAP SIDING OR SHINGLES (LIGHTER GREY/WHITE)
 - M5 - FIBRE CEMENT LAP SIDING OR SHINGLES (DARK GREY)
 - M6 - ASPHALT SHINGLES (BLACK OR GREY)



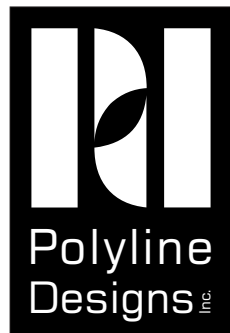
**HIGHLAND SUITES
41 UNIT APARTMENT BUILDING
ROTHESAY, NB**



**PRELIMINARY
ONLY**
AUGUST 24, 2022

**REAR ELEVATION
(HILLCREST DRIVE)**

- PROPOSED MATERIALS (ALL NON-VINYL):
- M1 - STONE VENEER
 - M2 - FIBRE CEMENT LAP SIDING (DARK GREY)
 - M3 - FIBRE CEMENT LAP SIDING (LIGHT GREY)
 - M4 - FIBRE CEMENT LAP SIDING OR SHINGLES (LIGHTER GREY/WHITE)
 - M5 - FIBRE CEMENT LAP SIDING OR SHINGLES (DARK GREY)
 - M6 - ASPHALT SHINGLES (BLACK OR GREY)



**HIGHLAND SUITES
41 UNIT APARTMENT BUILDING
ROTHESAY, NB**



EAST ELEVATION



**WEST ELEVATION
(HAMPTON ROAD)**

**PRELIMINARY
ONLY**

AUGUST 24, 2022

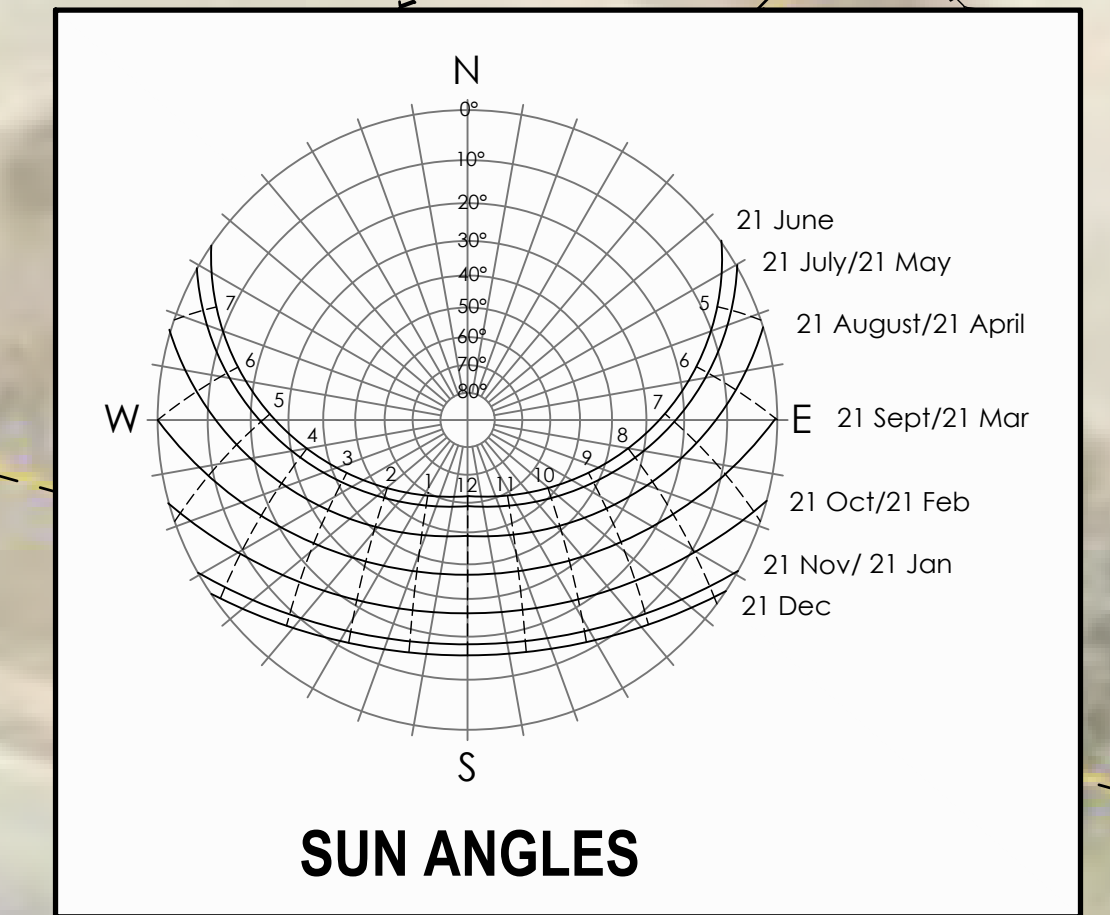
PROPOSED MATERIALS (ALL NON-VINYL):

- M1 - STONE VENEER
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- M6 - ASPHALT SHINGLES (BLACK OR GREY)



**HIGHLAND SUITES
41 UNIT APARTMENT BUILDING
ROTHESAY, NB**

HILLCREST HIGHLAND 41 UNIT APARTMENT BUILDING ROTHESAY, NEW BRUNSWICK



PID: 00444877

NOTE: PROPERTY BOUNDARY OBTAINED FROM SERVICE NEW BRUNSWICK'S GEONB MAP VIEWER WEBSITE AND ARE APPROXIMATE ONLY. ALL MEASUREMENTS TO BE CONFIRMED ON SITE PRIOR TO COMMENCING WORK. ALL BUILDING SETBACKS TO ADHERE TO TOWN OF ROTHESAY ZONING BYLAWS.

Polyline Designs Inc.
BUILDING AND SITE DESIGN SERVICES

MONCTON OFFICE
506.850.3630
melissa@polylinedesigns.ca
WWW.POLYLINEDESIGNS.CA

SUSSEX OFFICE
506.434.1157
kelly@polylinedesigns.ca

1 LANDSCAPE PLAN
L-2
SCALE: 1:250

L-2
REV 0

Ref: 20010-StormwaterReview

August 25, 2022

Mr. McLean,

Re: Hillcrest / Highland - 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 revised conceptual site plan prepared by Polyline Designs dated August 24, 2022 and this review is limited to details shown on this site plan.



Existing Site

The existing site can be characterised as sloping from Hampton Road up across the site with both Hillcrest Drive and Highland Avenue rising up from Hampton Road. Today the site drains northwest across the adjoining properties onto the subject site, and continues northwest to enter the piped storm system in Hampton Road.

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.

Interceptor swales would be installed along the upper side of the development to divert flows around the new development. The new developed areas would be directed to stormwater management areas. Options that would be explored include surface ponds, underground storage and parking area ponds.

The new parking area would be designed to have a catch basin system which will collect the water and direct it to a Stormscepter, then discharge to the existing storm system. The parking lot around the catch basins will be graded to create “ponds” at the catch basins and

Inlet Control Devices (ICD's) will be installed on the catch basins to limit peak flows into the piped system. This results in water ponding on the parking area in peak rain events.

Closing

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

Yours truly,

Don-More Surveys & Engineering Ltd.

Andrew Toole

Andrew Toole, NBLS, P.Eng.

Form 45

AFFIDAVIT OF CORPORATE EXECUTION

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

Deponent: Luke Moffett
76 Highland Avenue
Rothesay NB
E2E 5N9
Office Held by Deponent: Director
Corporation: Bespoke Suites Inc.

Place of Execution: Rothesay, Province of New Brunswick.

Date of Execution: _____, 2022

I, Luke Moffett, 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 "Luke Moffett" 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 _____, 2022

BEFORE ME:

Commissioner of Oaths

Luke Moffett

Form 45

AFFIDAVIT OF CORPORATE EXECUTION

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

Deponent: Sean Hall
41 Brigadoon Terrace
Saint John, NB
E2K 5P5
Office Held by Deponent: Director
Corporation: Bespoke Suites Inc.

Place of Execution: Rothesay, Province of New Brunswick.

Date of Execution: _____, 2022

I, Sean Hall, 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 as the officer(s) duly authorized to execute the instrument on behalf of the corporation;
7. the signature "Sean Hall" subscribed to the within instrument is the signature of me and is in the proper handwriting of me, this deponent.
8. 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;
9. 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 _____, 2022

BEFORE ME:
Commissioner of Oaths

Sean Hall

Form 45

AFFIDAVIT OF CORPORATE EXECUTION

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

Deponent: MARY JANE E. BANKS

Rothesay
70 Hampton Road
Rothesay, N.B.
E2E 5L5

Office Held by Deponent: Clerk

Corporation: Rothesay

Other Officer Who Executed the Instrument: NANCY E. GRANT

Rothesay
70 Hampton Road
Rothesay, N.B.
E2E 5L5

Office Held by Other Officer Who Executed the Instrument: Mayor

Place of Execution: Rothesay, Province of New Brunswick.

Date of Execution: _____, 2022

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

- 1. That I hold the office specified above in the corporation specified above, and am authorized to make this affidavit and have personal knowledge of the matters hereinafter deposed to;
10. 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;
11. 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;
12. 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;
13. That the instrument was executed at the place and on the date specified above;

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

BEFORE ME:

Commissioner of Oaths

MARY JANE E. BANKS



ROTHESAY MEMORANDUM



TO : Mayor and Council
FROM : Town Clerk Mary Jane Banks
DATE : 25 August 2022
RE : Rezoning Application -122 Gondola Point Road, 2/4 Clark Road
(PIDs 30262448, 30262430, 00254912)

RECOMMENDATION:

- Council give 1st Reading, by Title, to By-law 2-10-32

- Council give 2nd Reading, by Title, to By-law 2-10-32

BACKGROUND:

Please be advised the following motions were passed by the Planning Advisory Committee at its regular meeting on Monday, July 4, 2022:

MOVED by T. Brittain and seconded by Council. Shea the Rothesay Planning Advisory Committee hereby recommends that Rothesay Council schedule a public hearing to consider rezoning the lands located at 122 Gondola Point Road, 2 Clark Road, and 4 Clark Road, Rothesay to the Multi-Unit Residential Zone [R4] for a 24-unit apartment building subject to the execution of a Development Agreement.

CARRIED.

MOVED by T. Brittain and seconded by J. Buchanan the Rothesay Planning Advisory Committee hereby recommends that Rothesay Council enact By-law 2-10-32 to rezone lane located at 122 Gondola Point Road, 2 Clark Road, and 4 Clark Road, Rothesay (PIDs 30262448, 30262430, 00254912) to the Multi-Unit Residential Zone [R4] for a 24-unit apartment building subject to the execution of a Development Agreement.

CARRIED.

MOVED by T. Brittain and seconded by Council. Shea the Rothesay Planning Advisory Committee hereby recommends that Rothesay Council authorize the Mayor and Clerk to enter into an agreement, to allow for the development of a 24-unit apartment building on land located at 122 Gondola Point Road, 2 Clark Road, and 4 Clark Road, Rothesay (PIDs 30262448, 30262430, 00254912).

CARRIED.

The Public Hearing was held on Monday, August 15, 2022. As previously reported by Staff there is an existing development agreement registered to all three parcels (PIDs 00254912, 30262430, 30262448). Should Council proceed with the rezoning, a discharge agreement and the development agreement will be brought forward at the time of 3rd Reading by Title and Enactment of By-law 2-10-32.



**BY-LAW 2-10-32
A BY-LAW TO AMEND THE ZONING BY-LAW
(No.2-10 Rothesay)**

The Council of the town of Rothesay, under authority vested in it by the Community Planning Act, and amendments thereto, hereby amends By-Law 2-10 “Rothesay Zoning By-law” and enacts as follows:

That Schedule A, entitled “Zoning” as attached to By-Law 2-10 “ROTHESAY ZONING BY-LAW” is hereby amended, as identified on the attached sketch, identified as Attachment “2-10-32”.

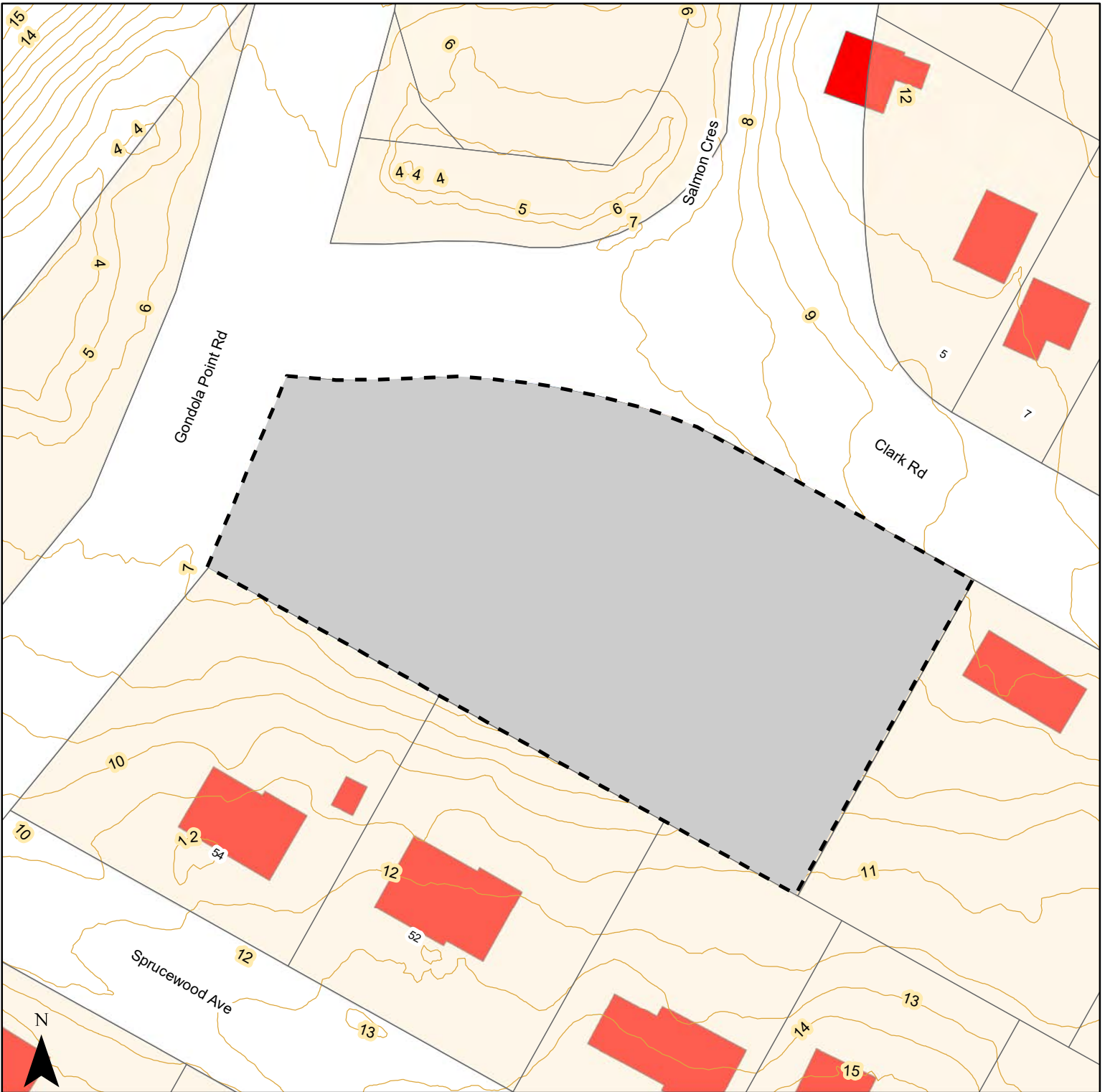
The purpose of the amendment is to rezone land located at 122 Gondola Point, 2 Clark Road, and 4 Clark Road, Rothesay from the Two-family Residential zone and the Neighbourhood Commercial zone to the Multi-Unit Residential Zone for a twenty-four unit residential apartment building subject to the execution of a Development Agreement in accordance with the Community Planning Act, supra.

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

MAYOR




CLERK

Attachment - Bylaw 2-10-32
2022 September 12 Open Session FINAL 182
PIDs 00254912, 30262430, 30262448



2022-06-29, 2:22:35 PM

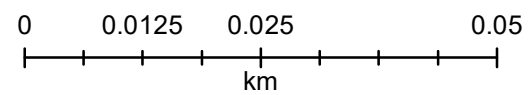
Zoning

-  R1B
-  R2
-  Neighbourhood Commercial

Buildings

-  Commercial
-  Residential

1:800



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

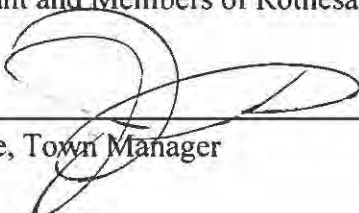


70 Hampton Road
Rothesay, NB
E2E 5L5 Canada

Rothesay Council
September 12, 2022

TO: Mayor Grant and Members of Rothesay Council

SUBMITTED BY:



John Jarvie, Town Manager

DATE: September 1, 2022

SUBJECT: Kennebecasis Park Pathway – Broadway to Forest

RECOMMENDATION

It is recommended that Council maintain the status quo with respect to gravel pathways in Rothesay.

ORIGIN

In February 2022 Council received an email from a resident of Kennebecasis Park suggesting that the pathway between Broadway and Forest be upgraded and receive continual winter maintenance service going forward.

DISCUSSION

The email correspondence received in February was included with the March 2022 Council agenda. Council referred the item to staff.

Generally, when a request for capital work is received during any budget year, the request is dealt with during formation of the budget for the next year. Staff were of the opinion that this request, similar to other current year capital requests, should be held for 2023 budget discussions which will commence in October.

The originator of the February email has submitted a second written request with an expectation that the capital work, requested in 2022, would be completed in 2022 and further that the continual maintenance aspect would commence during the 2022/2023 winter maintenance season.

FINANCIAL IMPLICATIONS

The anticipated construction cost of the total project is in the order of \$51,000 based on tendered unit rates from the 2022 Asphalt Resurfacing Contract. This amount includes a paved surface as the town sidewalk units (blowers) would cause a significant safety hazard if operated on gravel or stone surfaces.

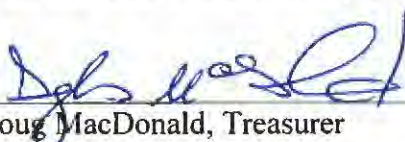
The path between Broadway and Forest is not extremely long however adding it to the winter maintenance schedule, given the way in which it would need to be maintained, adds an additional 700 metres to the current routes. The time associated with this would be a minimum of 1 hour per winter storm event.

The sidewalk network has consistently been maintained over the past 10 years by three (3) sidewalk plow units and three (3) operators; one (1) of which is hired on a casual basis for the season. In recent years the sidewalk network has been expanded to include Green Road, Iona/Eriskay, additions to Gondola Point Road (both sides), Spruce Street, Victorian Gardens and soon to be Sagamore Heights and the Dobbin Street Serenity neighborhood project. The tipping point to add a fourth sidewalk plow and operator to maintain the existing level of service for sidewalks has already been surpassed and the result is increased overtime for sidewalk operators as well as longer time frames to completely clear all the sidewalks. This is a complicated issue which involves the potential purchase of additional machinery and adding staff or making the difficult decision to not maintain some sidewalks during the winter. Staff are of the opinion that this issue and the important decisions associated with it should be properly analyzed and vetted between Staff, Committee and Council and should not be expedited based on a singular request from the public.

In addition to the time involved with adding maintenance of this pathway to a service area that is already stressed beyond capacity, paving and maintaining this pathway sets a precedent for the many other paths in town used for the same purpose.



Report Prepared by: Brett McLean, Director of Operations



Report Reviewed by: Doug MacDonald, Treasurer

Liz Hazlett

From: Liz Hazlett
Sent: Monday, August 15, 2022 9:13 AM
To: Liz Hazlett
Subject: FW: Upgrade to path between Forest Road and Broadway Street in Kennebecasis Park

From: Peter Lewis <PeterLewis@rothesay.ca>
Sent: August 13, 2022 5:22 AM
To: Mary Jane Banks <MaryJaneBanks@rothesay.ca>
Subject: Fwd: Upgrade to path between Forest Road and Broadway Street in Kennebecasis Park

Could you add this email to our next council meeting with some background information
And a undate when the work is set to proceed.

Councillor Peter Lewis

From:
Sent: Friday, August 12, 2022 4:00:18 PM
To: Peter Lewis <PeterLewis@rothesay.ca>
Subject: Upgrade to path between Forest Road and Broadway Street in Kennebecasis Park

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

Hello Peter,

Thanks for speaking to me yesterday regarding the above noted matter.

I forwarded a letter to Rothesay Town Mayor and Councillors this past spring suggesting that this above noted path be upgraded by the Town of Rothesay. I pointed out in my letter that during the winter this path is filled with snow, and it is blocked at both entrances by tall snow banks. In the spring and summer this path is usually wet and muddy. This path is used every day by small children when travelling between their homes and the Kennebecasis Park Elementary School during the school year.

My suggestion involved upgrading this path sufficiently to allow the Rothesay Town snow blower to clear it of snow in the winter as well as to avoid it being muddy in the spring and fall.

The mayor had advised me in May or June that the town had included in the work plans for this summer to upgrade this path, as well as the existing path to the Kennebecasis Park School from Partridge Street.

I have called the Town Office on a few occasions during the past month inquiring as to the plan and schedule for the completion of these path upgrades (the summer school break will soon be ending). Each time I inquired I was advised that someone from the Rothesay Works Department would get back to me.

Also each time inquired I was advised that everyone in the Works Department was very busy. I presume that the reason I have not as yet been contacted by the Town Staff, is due to the over work situation which the town works department staff is experiencing.

This being the case I would suggest the Town consider appointing a staff person (information officer) to be responsible

to investigate and respond (hopefully in 28 days) to all questions from the citizens of the town. I believe that this might take some stress off the town staff who are working to complete their appointed duties, and allow the citizens' questions to be addressed.

Please let me know the status of the plans for the path upgrades.

Thanks

Sent from my iPad

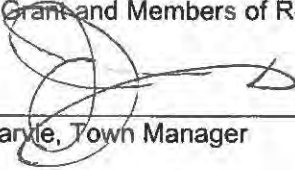


70 Hampton Road
Rothesay, NB
E2E 5L5 Canada

Rothesay Council
September 12, 2022

TO: Mayor Grant and Members of Rothesay Council

SUBMITTED BY:



John Jaryle, Town Manager

DATE: September 12, 2022

SUBJECT: Rothesay Pickleball Courts

RECOMMENDATION

It is recommended that Mayor and Council approve contract #R-2002-002: Rothesay Pickleball Court-Phase 1 in the amount of \$80 000 inclusive of HST to TerraEx inc.and further that Mayor and Town Clerk be authorized to execute the necessary contract documents.

ORIGIN

The 2022 General Fund Capital Budget included an amount of \$50 000 for installation of two pickleball courts to be funded from the operating account.

BACKGROUND

At the July council meeting it was approved for staff to proceed to tender for phase one to construct two pickleball courts adjacent to the Arthur Miller Fields lower parking lot. Five local site work companies were invited to bid on the project, only TerraEx submitted a bid. This, combined with present market place conditions contributed to a bid significantly over the engineer's estimate.

Tender Results

The call for invited tenders closed on Wednesday, July 27 with one bid submitted. The bid was deemed compliant by the tender opening committee. The results were as follows:

TerraEx Inc- \$112 165.30 inclusive of HST

The tender was reviewed by staff and was found to be formal in all respects. Staff is of the opinion that the

bidder has the necessary resources and expertise to perform the work.

Financial Implications

A post tender addendum was issued asking for the deletion of items that could be deferred to a later date when sufficient funds may be available. These deletions from the scope and follow up negotiations with TerraEx have resulted in a price of \$80 000 inclusive of taxes.

As noted above, an amount of \$50 000 was included in the 2022 capital budget. Originally it was anticipated that a large portion of the civil work would be done by Rothesay staff. After further discussion and examination of the site it was determined that this was not possible and with increased costs due to inflation the project is over budget.

Estimates were obtained to determine a more accurate projection of the total costs of construction. The project was divided into two phases. Phase 1 is site preparation (to be completed in fiscal 2022). Phase 2 is construction of the actual pickle ball courts (to be completed in fiscal 2023). An application has been approved by RDC to support Phase 1 of the project in the amount of \$20,000.

The estimated total cost (subject to tenders) is approximately \$195,000 proposed to be financed as follows:

Phase 1 (fiscal 2022) estimated at \$80,000 financed via a RDC Grant in the amount of \$20,000 and operating funds of \$60,000.

Phase 2 (fiscal 2023) estimated at \$115,000 financed from operating funds.

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).
